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22 **UNITED STATES DISTRICT COURT**  
23 **CENTRAL DISTRICT OF CALIFORNIA**

24 KATHLEEN CADENA, *et al.*,

25 Plaintiffs,

26 v.

27 AMERICAN HONDA MOTOR  
28 COMPANY, INC.,

Defendant.

Case No. 2:18-cv-04007-MWF-MAA

**THIRD CONSOLIDATED  
AMENDED CLASS ACTION  
COMPLAINT**

**DEMAND FOR JURY TRIAL**

1 Plaintiffs Matthew Villanueva, Roxana Cardenas, Robert Morse, James  
2 Adams, Larry Fain, Joseph Russell, Peter Watson, Susan McGrath, Ann Hensley,  
3 Craig DuTremble, and Vincent Liem, on behalf of themselves and all others  
4 similarly situated, allege the following against Defendant American Honda Motor  
5 Company, Inc. (“Honda”):

6 **SUMMARY OF THE CASE**

7 1. In the era of increasingly computerized and automatized vehicles, a  
8 number of automotive manufacturers now equip their vehicles with computerized  
9 driver-assisting safety systems. These systems perform a variety of functions,  
10 including adaptive cruise control (which operates automatically to maintain a set  
11 distance from a vehicle ahead), lane departure warnings and steering inputs, and  
12 autonomous braking. The autonomous braking works to avoid front-end collisions  
13 by detecting vehicle speed and the speed of other vehicles and objects on the road—  
14 and can automatically deploy the brakes to avoid a front-end collision.

15 2. Honda provides these types of systems through a proprietary driver  
16 support suite it calls “Honda Sensing.” Honda Sensing relies on a radar sensor (near  
17 the lower front bumper), an interior camera (near the rearview mirror), along with  
18 computers and other technology. The autonomous braking system within Honda  
19 Sensing is called Collision Mitigation Braking System (or CMBS). Computerized  
20 driver-assisting safety systems generally, and autonomous braking systems like  
21 CMBS in particular, must undergo careful testing and inspection to ensure they  
22 work properly. Otherwise, the systems put lives at risk.

23 3. The Honda Sensing system in the vehicles at issue in this litigation  
24 suffers from a Defect that causes the various subsystems within it to malfunction  
25 dangerously while the vehicles are driven. This Defect impedes the systems’ ability  
26 to reliably and accurately detect and appropriately respond to conditions on the  
27  
28

1 roadway, causing malfunctions of the adaptive cruise control, the lane-departure  
2 system, and – most severely – the CMBS.<sup>1</sup>

3 4. Honda, as one of the first manufacturers to institute an autonomous  
4 braking system, has had a number of problems with false alarms—which is where  
5 the system brakes abruptly even though there is nothing around that risks a collision.  
6 Back in 2015, for instance, Honda issued a safety recall for various 2014-2015 Acura  
7 RLX and RLX Sport Hybrid vehicles that were having false alarms. Honda issued  
8 the recall because these false alarms “could increase the risk of a crash.” Other  
9 manufacturers have likewise issued safety recalls when their vehicles’ automated  
10 braking systems deployed because of false alarms.

11 5. Despite its longstanding familiarity with the failures of the Honda  
12 Sensing system and the importance of functional driver-assisting safety systems,  
13 Honda continues selling and leasing vehicles equipped with Honda Sensing. Drivers  
14 have thus reported in droves that their vehicles’ Honda Sensing warning lights  
15 display without explanation, brakes deploy seemingly randomly, and parts of the  
16 system like adaptive cruise control malfunction. As a result, drivers are brought to  
17 abrupt halts in traffic, and trailing vehicles have to slam on the brakes or swerve  
18 dangerously out of their lanes to avoid a crash. According to public records, at least  
19 five collisions have already occurred, and more are likely absent a quickly  
20 implemented solution. Meanwhile, many drivers report suffering whiplash and  
21 soreness from experiencing the sudden braking in their vehicles.

22 6. Honda remains silent, however, and when asked by drivers and  
23 technicians trying to deal with the problem offers no solution, telling drivers and  
24 technicians that no repairs are available.

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27  
28 <sup>1</sup> The defect that is the subject of this case is referred to as the “Honda Sensing  
Defect” or the “Defect.”

7. Honda’s conduct has needlessly endangered drivers, unjustly enriched Honda at consumers’ expense, and violated consumer protection and warranty laws. On behalf of the classes they propose to represent, Plaintiffs seek awards of damages as well as injunctive and other equitable relief.

**PARTIES**

8. Plaintiff Matthew Villanueva is a citizen and resident of Visalia, California.

9. Plaintiff Roxana Cardenas is a citizen and resident of Pasadena, California.

10. Plaintiff Robert Morse is a citizen and resident of Maricopa County, Arizona.

11. Plaintiff James Adams is a citizen and resident of Bradenton, Florida.

12. Plaintiff Larry Fain is a citizen and resident of Venice, Florida.

13. Plaintiff Joseph Russell is a citizen and resident of Andover, Massachusetts.

14. Plaintiff Peter Watson is a citizen and resident of Huntington Station, New York.

15. Plaintiff Susan McGrath is a citizen and resident of Howell, New Jersey.

16. Plaintiff Ann Hensley is citizen and resident of Fairview, North Carolina.

17. Plaintiff Craig DuTremble is a citizen and resident of Troutman, North Carolina.

18. Plaintiff Vincent Liem is a citizen and resident of Broadview Heights, Ohio.

19. Defendant American Honda Motor Company, Inc., is a California corporation with its headquarters and principal place of business in Torrance, California. Honda Motor Co., Ltd., is a Japanese corporation and the parent

1 company of Defendant American Honda Motor Company, Inc. Defendant  
2 American Honda Motor Company, Inc., and its parent company, Honda Motor Co.  
3 Ltd., are collectively referred to as “Honda” in this complaint.

4 **JURISDICTION AND VENUE**

5 20. This Court has jurisdiction over this action under the Class Action  
6 Fairness Act, 28 U.S.C. § 1332(d). The aggregated claims of the individual class  
7 members exceed the sum or value of \$5,000,000, exclusive of interest and costs, and  
8 this is a class action in which at least one member of the proposed classes is a citizen  
9 of a different state than Honda.

10 21. This Court may exercise jurisdiction over Honda because it has located  
11 its American headquarters in California; it is registered to conduct business in  
12 California; it has sufficient minimum contacts in California; and it intentionally  
13 avails itself of the markets within California through the promotion, sale, marketing,  
14 and distribution of its vehicles, thus rendering the exercise of jurisdiction by this  
15 Court proper and necessary.

16 22. Venue is proper in this District under 28 U.S.C. § 1391 because  
17 American Honda Motor Company, Inc. is headquartered in this district, and a  
18 substantial part of the events or omissions giving rise to Plaintiffs’ claims occurred in  
19 this District.

20 **SUBSTANTIVE ALLEGATIONS**

21 **Class Vehicles’ Honda Sensing Systems**

22 23. Honda manufactures, markets, and distributes mass-produced  
23 automobiles in the United States under the Honda brand name. The Honda  
24 automobile models that are the subject of this case are the 2017-2019 Honda CR-V  
25 and the 2018-2020 Honda Accord (collectively, the “Class Vehicles”).

26 24. All Class Vehicles come equipped with the same or substantially similar  
27 Honda Sensing suite, which Honda calls for both models “a driver support system  
28 which employs the use of two distinctly different kinds of sensors, a radar sensor

1 located at the lower part of the front bumper and a front sensor camera mounted to  
2 the interior side of the windshield, behind the rear view mirror.”<sup>2</sup> The “Honda  
3 Sensing” suite and CMBS are major aspects of Honda’s marketing of Class Vehicles  
4 and help increase the market price of the vehicles.

5 25. For both the Accord and CR-V models, Honda’s brochures describe the  
6 Honda Sensing system as a “suite of safety and driver-assistive technologies”<sup>3</sup>

7 26. As Honda describes it, Honda Sensing in Class Vehicles comes with the  
8 following functions or subsystems:

- 9
- 10 ■ Adaptive Cruise Control (ACC) with Low Speed Follow (LSF)\*: Helps
- 11 maintain a constant vehicle speed and a set following interval behind a
- 12 vehicle detected ahead of yours and, if the detected vehicle comes to a
- 13 stop, can decelerate and stop your vehicle. \*if equipped
- 14 ■ Lane Keeping Assist System (LKAS): Provides steering input to help keep
- 15 the vehicle in the middle of a detected lane and provides tactile and visual
- 16 alerts if the vehicle is detected drifting out of its lane.
- 17 ■ Road Departure Mitigation (RDM) System: Alerts and helps to assist you
- 18 when the system detects a possibility of your vehicle unintentionally
- 19 crossing over detected lane markings and/or leaving the roadway
- 20 altogether.

21  
22  
23 <sup>2</sup>[http://owners.honda.com/utility/download?path=/static/pdfs/2018/CR-](http://owners.honda.com/utility/download?path=/static/pdfs/2018/CR-V/2018_CR-V_Collision_Mitigation_Breaking_System.pdf)  
24 [V/2018\\_CR-V\\_Collision\\_Mitigation\\_Breaking\\_System.pdf;](https://owners.honda.com/utility/download?path=/static/pdfs/2018/accord%20Sedan/2018_ACCORD_4D_CMBS.pdf)  
25 [https://owners.honda.com/utility/download?path=/static/pdfs/2018/accord%20](https://owners.honda.com/utility/download?path=/static/pdfs/2018/accord%20Sedan/2018_ACCORD_4D_CMBS.pdf)  
26 [Sedan/2018\\_ACCORD\\_4D\\_CMBS.pdf.](https://owners.honda.com/utility/download?path=/static/pdfs/2018/accord%20Sedan/2018_ACCORD_4D_CMBS.pdf)

27 <sup>3</sup> [https://automobiles.honda.com/-/media/Honda-](https://automobiles.honda.com/-/media/Honda-Automobiles/Vehicles/2018/accord-sedan/brochure/MY18-Accord-Brochure-Model-Site.pdf)  
28 [Automobiles/Vehicles/2018/accord-sedan/brochure/MY18-Accord-Brochure-](https://automobiles.honda.com/-/media/Honda-Automobiles/Vehicles/2018/accord-sedan/brochure/MY18-Accord-Brochure-Model-Site.pdf)  
[Model-Site.pdf;](https://automobiles.honda.com/-/media/Honda-Automobiles/Vehicles/2018/cr-v/2018-updates/brochure/MY18_CR-V_Brochure_Online_Mech1.pdf) [https://automobiles.honda.com/-/media/Honda-](https://automobiles.honda.com/-/media/Honda-Automobiles/Vehicles/2018/cr-v/2018-updates/brochure/MY18_CR-V_Brochure_Online_Mech1.pdf)  
[Automobiles/Vehicles/2018/cr-v/2018-updates/brochure/MY18\\_CR-](https://automobiles.honda.com/-/media/Honda-Automobiles/Vehicles/2018/cr-v/2018-updates/brochure/MY18_CR-V_Brochure_Online_Mech1.pdf)  
[V\\_Brochure\\_Online\\_Mech1.pdf.](https://automobiles.honda.com/-/media/Honda-Automobiles/Vehicles/2018/cr-v/2018-updates/brochure/MY18_CR-V_Brochure_Online_Mech1.pdf)

- 1     ▪ Collision Mitigation Braking System (CMBS): Can assist you when there
- 2       is a possibility of your vehicle colliding with a vehicle or a pedestrian
- 3       detected in front of yours.<sup>4</sup>

4           27. CMBS is supposed to provide alerts to drivers when a potential collision

5 is detected and, when a collision is deemed unavoidable, the CMBS is supposed to

6 automatically reduce vehicle speed by applying the brakes. The CMBS is capable of

7 providing light brake application or strong brake application. According to Honda,

8 the CMBS in both the Accord and CR-V Class Vehicles activates when:

- 9     • The speed difference between your vehicle and a vehicle or pedestrian
- 10       detected in front of you is about 3 mph (5 km/h) and over with a chance of a
- 11       collision.
- 12
- 13   • Your vehicle speed is about 62 mph (100 km/h) or less and the system
- 14       determines there is a chance of a collision with another vehicle or a pedestrian
- 15       in front of you.
- 16
- 17   • Your vehicle speed is above 62 mph (100 km/h), and the system determines
- 18       there is a chance of a collision with a vehicle detected in front of you traveling
- 19       in your same direction.<sup>5</sup>

20           28. Honda first recognized the potential market demand for computerized

21 driver-assisting safety systems decades ago. Honda introduced its CMBS in the

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22

23 <sup>4</sup> [http://owners.honda.com/utility/download?path=/static/pdfs/2018/CR-](http://owners.honda.com/utility/download?path=/static/pdfs/2018/CR-V/2018_CR-V_Collision_Mitigation_Breaking_System.pdf)

24 [V/2018\\_CR-V\\_Collision\\_Mitigation\\_Breaking\\_System.pdf;](https://owners.honda.com/utility/download?path=/static/pdfs/2018/2018_CR-V_Collision_Mitigation_Breaking_System.pdf)

25 [https://owners.honda.com/utility/download?path=/static/pdfs/2018/](https://owners.honda.com/utility/download?path=/static/pdfs/2018/2018_CR-V_Collision_Mitigation_Breaking_System.pdf)

26 [Accord%20](https://owners.honda.com/utility/download?path=/static/pdfs/2018/2018_CR-V_Collision_Mitigation_Breaking_System.pdf)

27 [Sedan/2018\\_ACCORD\\_4D\\_CMBS.pdf.](https://owners.honda.com/utility/download?path=/static/pdfs/2018/2018_CR-V_Collision_Mitigation_Breaking_System.pdf)

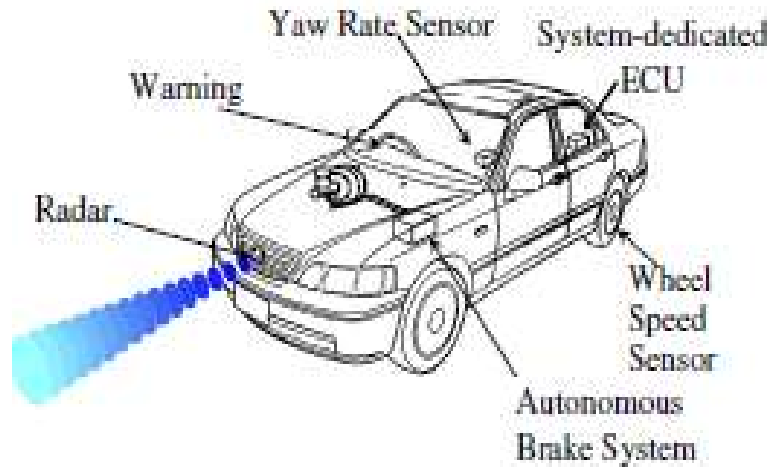
28 <sup>5</sup>[http://techinfo.honda.com/rjanisis/pubs/OM/AH/ATLA1818OM/enu/ATLA1](http://techinfo.honda.com/rjanisis/pubs/OM/AH/ATLA1818OM/enu/ATLA1818OM.PDF)

[818OM.PDF](http://techinfo.honda.com/rjanisis/pubs/OM/AH/ATLA1818OM/enu/ATLA1818OM.PDF) at 533;

[http://techinfo.honda.com/rjanisis/pubs/OM/AH/ATVA1818OM/enu/ATVA18](http://techinfo.honda.com/rjanisis/pubs/OM/AH/ATVA1818OM/enu/ATVA1818OM.PDF)

[18OM.PDF](http://techinfo.honda.com/rjanisis/pubs/OM/AH/ATVA1818OM/enu/ATVA1818OM.PDF) at 508.

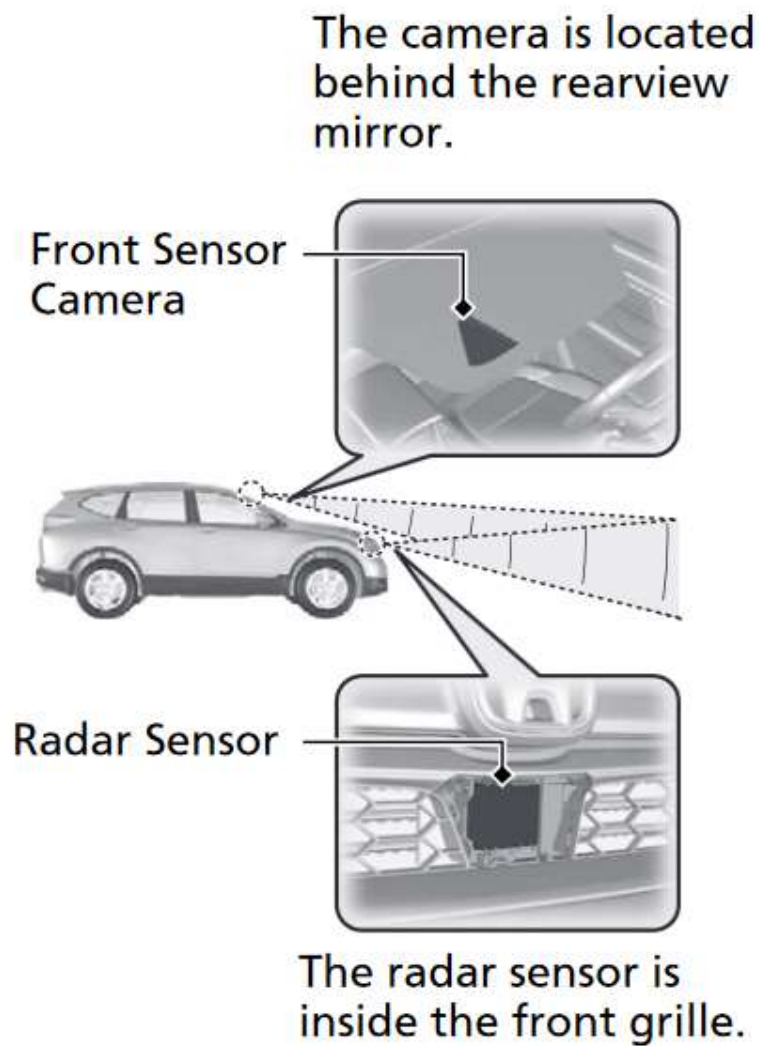
1 Japanese market in June 2003, positing that the CMBS could help prevent rear-end  
2 collisions. The figure below shows the basic system configuration of the early  
3 CMBS—with radar to detect and measure the speed of objects in front of the  
4 vehicle; additional sensors to assist in measuring speed; a warning indicator on the  
5 dashboard; and an electronic control unit (or “ECU”) that controls the autonomous  
6 braking system:



16 29. The Honda Sensing system in Class Vehicles employs the same or a  
17 substantially similar set of components, including a millimeter wave radar unit (on  
18 the front of the vehicle near the bumper) as well as a camera (located near the  
19 rearview mirror). For CMBS purposes, the radar and camera scan approximately  
20 100 meters ahead of Class Vehicles searching for potential obstacles that could cause  
21 a collision. If an obstacle is detected, the CMBS will alert the driver and potentially  
22 apply light or strong brakes automatically.



30. Honda and the rest of the automotive industry have known for years that driver-assisting safety systems, including automatic braking systems, must be calibrated appropriately and vetted with testing and inspection before sale, to ensure that they are functioning properly and to ensure there are no false alarms (where the autonomous braking system activates even though there is no impending risk of a collision).



1           31. The National Transportation Safety Board, for example, released a  
2 special investigation report in 2015 analyzing the use of autonomous braking  
3 systems. As the report stated, autonomous braking systems are to activate “only in  
4 critical situations.”<sup>6</sup> The report also found that such collision avoidance systems  
5 “depend[] heavily on the accuracy and timeliness of detection, which relies on the  
6 quality of the installed sensor, camera, or vision algorithm detecting targets.”<sup>7</sup>

7           32. Among the potential problems identified in the report was the possibility  
8 of false alarms, with “false alarm” defined as “the detection of a conflict when none  
9 is present.”<sup>8</sup> The report noted that among the limitations of a radar-based system is  
10 the reality that there will be “[i]ncreased interference from other sources resulting in  
11 more frequent misidentifications (*e.g.*, identifying a bridge as a conflict vehicle).”<sup>9</sup>

12           33. As Honda has long known, Class Vehicles’ suite of driver-assisting  
13 safety systems, including the autonomous braking system, are dangerously defective.  
14 Drivers report that they frequently see an error message on their dashboard stating  
15 there is a problem with the CMBS. With this error, the CMBS (and other features  
16 including adaptive cruise control) may be deactivated. Worse, the CMBS frequently  
17 causes Class Vehicles to brake without warning, even when driving at high speeds  
18 and with no plausible risk of collision ahead. This can be extremely dangerous—  
19 among other things, it creates a risk that vehicles trailing behind will either rear-end  
20 the Class Vehicle, have to slam on the brakes themselves, or swerve out of their lane  
21 to avoid a collision.

22           34. As one news report put it, there are “rising concerns that the system will  
23 brake for no reason at all”; thus, Honda’s “Collision mitigation braking assist ...  
24

25  
26 <sup>6</sup> <https://www.nts.gov/safety/safety-studies/Documents/SIR1501.pdf>.

27 <sup>7</sup> *Id.*

28 <sup>8</sup> *Id.*

<sup>9</sup> *Id.*

1 applies brake pressure when an unavoidable collision is determined *or when an*  
2 *'unavoidable' situation is created out of thin air by the robot mind of your car.*"<sup>10</sup>

3 35. Below are examples of the numerous complaints lodged with the  
4 NHTSA by Class Vehicle owners and lessees. Drivers of the various models and  
5 model years that comprise Class Vehicles describe the same or substantially similar  
6 phenomena when driving their vehicles. (The complaints excerpted below are just a  
7 few of those available on the NHTSA's website. Because most drivers are not  
8 familiar with the NHTSA or the process for registering complaints with the agency,  
9 the complaints below only represent a small portion of the drivers actually  
10 experiencing problems with the Honda Sensing system.) According to the  
11 complaining drivers, the Defect often manifests when the Class Vehicles are still  
12 brand new:

13 **Honda CR-V Vehicles**<sup>11</sup>

14  
15 2017 Honda CR-V: Driving my 2017 CRV EX home from work.  
16 Stopped at red light, foot on brake pedal. When the traffic signal turned  
17 green, I took my foot off the brake pedal, and a message came up on the  
18 dashboard screen "**brake system failure**". The engine was still running. I  
19 turned onto a side street and tried to depress the brake pedal, but it was  
20 frozen and the vehicle would not stop.

21 I pulled into a parking lot and put the vehicle in 'park', and called the  
22 dealership where I leased the vehicle. The sales rep suggested I turn off  
23 the engine and restart it. I did that and all systems seemed to function  
24 properly.

25 I later took my CRV back to the dealer, and they did a diagnostic check  
26 but found no definitive problem. The technician could only say the  
27 computer indicated something had occurred but could say what, or

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28 <sup>10</sup> <http://www.hondaproblems.com/honda-sensing/> (emphasis added).

<sup>11</sup> Spelling and grammatical mistakes in the complaints are as in original.

1 why, or whether it might occur again. The service advisor said they  
2 could not find a problem, and everything seemed ok, and "have a nice  
3 day!"

4 Now I am anxious when I drive wondering if, or when, the brake  
5 system might fail again. Is it just my CRV, or has this issue been  
6 reported by anyone else? This issue, should it occur again while driving  
7 in traffic, **could result in a serious crash situation.**  
(NHTSA ID 10959870, Report Date: March 9, 2017)

8 2017 Honda CR-V: Collision mitigation system is malfunctioning when  
9 driving over metal plates: during construction, metal plates were put on  
10 the road where I work. They do not stick out, area flush with the street,  
11 and are about 4 feet wide. Every time I get close to drive straight over  
12 them (at probably 20-25 MPH), **my car slams onto the brakes and**  
13 **comes to a complete stop.** If anybody were behind me, they would rear-  
14 end me. A colleague of mine bought the same car and has exactly the  
15 same problem. I had my car checked out at a Honda dealer and they  
16 told me everything is working properly. The system cannot be turned off  
17 permanently, so I have to turn it off manually every time I start the car.  
18 This is very dangerous, as somebody will get hurt soon if somebody is  
19 behind me and there is no reason I would come to such an abrupt stop.  
(NHTSA ID 10985566, Report Date: May 14, 2017)

20 2017 Honda CR-V: Faulty Honda Sensing was driving at approx  
21 35MPH when CRV slammed on it's on brakes by itself for the 2nd time  
22 thank god no one was behind us, high beams come on when close to on  
23 coming traffic blinding on coming traffic, blind spot indicator comes on  
24 when no one around, blind spot indicator doesn't come on, when cars in  
25 blind spot, didn't see car in my blind spot and cut car off because blind  
26 spot indicator wasn't working. Burning wire smell inside cab. **Most of**  
27 **these problems have been happening since approx Jan 2017 less than 1**  
28 **month of owning car.** I can't list just 1 day its happened because it's  
happened multiple times over and over. CRV has been in shop 5-6 times  
for these problems with no luck of fixing them.  
(NHTSA ID 11003507, Report Date: July 6, 2017)

2017 Honda CR-V: Was driving 45MPH on a straight, flat road, no  
other cars around. **Brakes slammed on and then released. There was**

1 **nothing in front of me or behind me.** I believe something is wrong with  
2 the collision mitigation braking system. My back and neck are very sore.  
3 There were no warnings from the system.  
(NHTSA ID 11013983, Report Date: August 8, 2017)

4 2017 Honda CR-V: Brakes came on hard with cruise control set at 73  
5 MPH while driving on interstate in left lane. Nothing was ahead of me  
6 in my lane. I was overtaking a vehicle that was in the right lane. The  
7 highway was very straight. I believe that there is a problem with the  
8 collision avoidance system.  
(NHTSA ID 11030370, Report Date: September 28, 2017)

9 2017 Honda CR-V: The collision mitigation braking system is a safety  
10 feature that alerts the driver of a potential frontal collision with a vehicle  
11 or pedestrian. When a collision is deemed unavoidable, the system  
12 automatically reduces the vehicle's speed and brings the vehicle to a  
13 complete stop. The system provides visual and audible alerts. The  
14 system has activated automatically while in forward motion on city  
15 streets without reason causing the vehicle to brake hard and to come to  
a complete stop in moving traffic **nearly causing rear-end collisions.**  
(NHTSA ID 11046452, Report Date: November 16, 2017)

16 2017 Honda CR-V: On two separate occasions the "brake" signal  
17 **displayed and the vehicle came to a sudden screeching and complete**  
18 **stop.** There were no vehicles or any other obstruction in front of me and  
19 thank goodness no one behind me. I was in motion at a speed of about  
20 20 mph. The sudden and without reason stop jolted me forward without  
21 warning and it was very painful. I took the vehicle to the dealer I  
22 purchased it from and was told to disable the feature because they were  
23 unable to duplicate the fault. The default for this feature is enabled upon  
24 starting vehicle. So I must disable the collision mitigation system every  
time I start the car.  
(NHTSA ID 11047576, Report Date: November 20, 2017)

25 2017 Honda CR-V: Traveling on interstate at the speed limit the car  
26 **suddenly braked.** All safety systems were activated at this time.  
27 Fortunately there was no traffic in front, behind or beside. I got the car  
28 under control, turned all systems off and proceeded. Messages on dash  
indicated four systems were inoperable. When I got home I called

1 Honda to report. They suggested I take the car to my dealer. I did so the  
2 following day. (this happened on a weekend) they indicated there was a  
3 "bulletin" out on this problem. They downloaded new software to  
correct the problem.

4 Now my concern. Bulletins are only acted upon when an owner  
5 complains. The issue I outlined above warrants surely qualifies for more  
6 than a bulletin. At the same time.at the dealer I learned of another  
7 problem...a recall for a gas line issue. Someone needs to inform the  
8 owners of this vehicle when a recall is made. I was not informed. I  
accidentally found out about it at the dealer.

9 Consumer gives permission to discuss this matter with the Honda Corp  
10 \*VA \*JS  
11 (NHTSA ID 11055685, Report Date: December 20, 2017)

12 2017 Honda CR-V: Problem: the apply brakes light appeared on the  
13 dashboard display and the brakes automatically applied, dragging the  
14 car from 65mph to 25 in about 80 feet. **The SUV behind me narrowly  
avoided hitting me.** There were no cars in my lane ahead of me for est.  
15 7 car lengths. Narrative: clear day on the capital beltway, 495, inner  
16 loop immediately after the chain bridge road exit in Virginia. I had  
17 accelerated from 30MPH to merge from the Highway 7/Leesburg Pike  
18 on-ramp onto the 495 inner loop into heavy traffic. This first lane from  
19 the right is a filter lane where on-boarding cars and exiting cars must  
20 filter onto the freeway or an exit in about .2 miles. After entering the  
21 heavily trafficked filter lane I cleared and entered the second freeway  
22 lane, making 65MPH to match traffic. Nobody was turning into my  
23 lane. My lane (second from right) was clear an estimated 7 car lengths  
24 in front of my car, but lanes around me were heavily travelled due to  
25 several exits in a short distance. (Tysons Corner/Highway 7, Chain  
26 Bridge Rd (VA 123), Dulles Toll Road (VA 267). After passing the  
27 Chain Bridge exit, before engaging the cruise control, I was jerked  
28 forward into the shoulder restraint as the brakes automatically engaged:  
the brake indicator showing on the dash. I looked in my rearview mirror  
and noted a SUV heavily braking to avoid impact. I hit the accelerator  
hard to increase the distance between it and me, making the brakes  
disengage. Speculation: this model frequently locks onto cars leaving  
my lane ahead of my course of travel and heavily deaccelerates as they  
slow to exit speed. Many cars were jockeying to exit in the lane to my

1 right. My suspicion is the active braking system was tracking some car  
2 in the right filter lane and applied brakes to match their exit speed,  
3 which could have been around 20MPH.

(NHTSA ID 11067373, Report Date: February 7, 2018)

4 2017 Honda CR-V: Sensor failure displays on the dashboard saying  
5 **that some driver assist systems cannot operate:** radar obstructed.  
6 Honda of Frederick tells me it's a weather related issue and  
7 manufacturing issue that they cannot do anymore to fix the problem.

8 Have happened 4 times; recorded 3 times: driving in rain on highway,  
9 driving in snow in town, driving next day after snow but nothing on the  
10 road on highway. All straight ways. Have invoices from dealer.

(NHTSA ID 11088794, Report Date: April 18, 2018)

11 2018 Honda CR-V: I was driving about 70MPH on the highway west  
12 bound in the morning, no direct sunlight, it was an overcast day. I had  
13 the adaptive cruise control on. **For no reason at all my car slammed on**  
14 **the brakes, did a moderate nose dive and locked my seat belt. No**  
15 **warning what so ever.** There was not another car for at least a 1/4 to  
16 1/2 mile in front of me. Unfortunately there were cars behind me. I  
17 quickly disengaged the adaptive cruise control and floored the gas,  
18 avoiding an accident from the rear. I had this identical problem with a  
19 2016 Honda Civic Touring, and every time I reported it, the dealership  
20 would blame sunlight, even if there was none when it happened.

Something needs to be done about this.

(NHTSA ID 11111548, Report Date: July 16, 2018)

21 2018 Honda CR-V: Collision mitigation braking system activated  
22 inappropriately while traveling at 45 mph, on a clear day, straight road  
23 with no oncoming traffic. **"brake" displayed on dash with no warning**  
24 **alerts at the time the full brake came on. Driver and passenger**  
25 **thrown forward, locking seatbelts.**

(NHTSA ID 11119364, Report Date: August 11, 2018)

26 2018 Honda CR-V: On Monday, 8-20-18, the collision avoidance  
27 system caused the car to slam on it's brakes. There were no other  
28 vehicles or pedestrians anywhere near the vehicle. In the past, the brake  
light on the dash has lit up before with no vehicles around, but this is the

1 first time it has slammed on the brakes. I took it to the dealer who said  
2 everything checked out fine, then printed out a bunch of papers for me  
3 explaining how the system works, which is basically saying it didn't  
4 happen. We are very fortunate that there were no cars behind us. **This is  
5 a serious issue which needs to be dealt with before someone gets hurt.**  
(NHTSA ID 11121577, Report Date: August 22, 2018)

6 2018 Honda CR-V: **On two different occasions while driving on the  
7 freeway, with no vehicles in the vicinity, my car abruptly applied the  
8 brake system.** I didn't think to make note of the speed or date when it  
9 happened the first time, but I did make note of the second occurrence.  
10 During both occurrences, econ mode was turned off. Speed was 58 mph  
11 as I had merged over to the right to an exit lane. I did check online for  
12 any recalls for my vin and/or the make and model of my vehicle. No  
13 recalls were on record. I also checked different forums and found a  
14 couple complaints within the last month. I just purchased this vehicle  
15 from the Honda dealership 3 months ago.  
(NHTSA ID 11132704, Report Date: October 1, 2018)

16 2019 Honda CR-V: Collision mitigation system automatically braked  
17 when there was nothing in front of the vehicle. *Vehicle was being driven  
18 at approximately 25 mph on a city street when suddenly the brakes came on  
19 and the vehicle came to a sudden stop.*  
(NHTSA ID 11207421, Report Filed: May 14, 2019)

20 2019 Honda CR-V: *Driving and the anti-collision activated and stopped the  
21 car. No cars around and no obstacles in the road. The display screen  
22 indicated a problem with the system but when I took it to the dealership,  
23 nothing was in the computer that indicated something was wrong (see pic).*  
24 Even after the pic was shown to the dealership service dept they said the  
25 same thing- nothing was wrong with the car. The car was driving at a  
26 slow speed on an on-ramp with no car or obstacles in front of it. Who  
27 would have known what would have happened if it occurred while  
28 traveling at a higher rate of speed with traffic or going down a curved  
hill.  
(NHTSA ID 11209895, Report Filed: May 23, 2019)

2019 Honda CR-V: The automatic vehicle *braking system applied urgent  
brakes on its own when no other car was in front,* nor was any other



1 obstacle in front of our car. This is a *huge concern* because, the system  
2 applying automatic brakes could have resulted in a collision.  
(NHTSA ID 112098532, Report Filed: June 30, 2019)

3  
4 2019 Honda CR-V: *The collision warning system has activated the 'brake'*  
5 *light several times in about the first 2,800 miles. It has not applied the brakes*  
6 *but the light has come on even though there were no vehicles close to mine.*  
7 *Closest in front of the vehicle was several hundred yards and nothing to the*  
8 *left, right or back.* the brakes were not applied like some other online  
9 complaints for 2017 and 2018 models but I am worried that could  
10 happen. each time I noticed the light I was traveling about 55 mph on  
11 route 28 in Virginia in Dulles airport area. I did not see any planes in  
12 the area at the time. The most recent incident was at about 5:45 am on  
13 July 17, 2019.

(NHTSA ID 11232670, Report Filed: July 17, 2019)

### 14 Honda Accord:

15 2018 Honda Accord: Bought vehicle Nov 22,2017. The following week  
16 when commuting home from work *a light came on while using driver assist*  
17 *showing collision mitigation system problem.* See your dealer. We took it to  
18 the dealer and reported the problem. The shop foreman said to take a  
19 photo if this happens again. ... The 3rd time on the commute home was  
20 *a scary situation when not only the light came back on, the brakes engaged at*  
21 *approx. 55 mph and we thought someone rear ended us in the fast lane on the*  
22 *freeway.* Thankful no one hit us or us hitting them. Took the car back to  
23 the dealer over 2 weeks ago and they are trying to replicate it once again.  
24 Now *the car is not safe to drive* due to the fact the brakes engaged on the  
25 freeway at 55 mph. *We refuse to drive it.* The dealer called us to drive it  
26 because they installed a recording device when it happens again. This  
27 didn't make sense to us to subject anyone to a possible accident. We  
28 understand they are trying to replicate it but *someone could be hurt or killed.*  
We are in limbo and are very disappointed.

(NHTSA ID 11057488, Report Date: December 29, 2017)

2018 Honda Accord: *Three times during the first 1500 miles the collision*  
*mitigation braking system has failed,* disabling that feature and adaptive  
cruise control, displaying a large diagnostic on the electronic dashboard  
and telling me to see my dealer. In all cases I was driving in normal traffic

1 on northern California freeways at cruising speed (twice on 101, once on  
2 80). The first two failures occurred during daytime, the third at night. the  
3 weather in all cases was normal (no rain, snow, mud, ...) When I visited  
4 the dealer after the first two occurrences (when the car is turned off and  
5 then back on the condition clears) the dealer found no diagnostic codes  
6 or other problems. then the problem occurred a third time. *The dealer and  
7 Honda corporate say they have no idea how to fix it* because of the absence  
8 of diagnostic codes.

(NHTSA ID 11080670, Report Date: March 21, 2018)

8 2018 Honda Accord: *At 670 miles*, I was driving slowly around a corner  
9 when I heard a long beep followed by a “*collision mitigation braking system  
10 problem. See your dealer*” message. The adaptive cruise control also  
11 stopped working. ... Restarting the vehicle clears the error and allows the  
12 adaptive cruise control to work again until the next time it occurs. Both  
13 times this has happened were on warm, sunny, clear days with dry roads  
14 and no obstructions in front of the radar or camera units. *Yesterday, the  
15 CMBS failed to alert me to a four-wheeler that drove across the street in front  
16 of me* and it seems less sensitive at detecting other vehicles now - even  
17 when there are no error messages or warning indicators present.

(NHTSA ID 11101711. Report Date: June 7, 2018)

16 2018 Honda Accord: I purchased the car July 3rd, 2018. *Driving on a trip  
17 at around 900 miles* and had the adaptive cruise control engaged. The car  
18 made a beeping sound and the cruise control powered off. *A message came  
19 up stating collision mitigation breaking system needed to be serviced.* The  
20 cruise would not come back on. When I arrived at the destination I turned  
21 the car off, and upon turning it back on the warning was gone. I drove  
22 home with no problem.

(NHTSA ID 11112350, Report Date: July 17, 2018)

23 2018 Honda Accord: *I have received the “collision mitigation braking system  
24 problem” multiple times.* I have taken it to the dealer and they adjusted the  
25 brake and did a software update but I continue to get the same problem.

(NHTSA ID Number: 11111817, Report Date July 17, 2018)

26 2018 Honda Accord: Wife was driving on interstate in the left hand lane  
27 about *75 mph when a yellow light appeared on the dash and car lost engine  
28 power.* Wife is unsure which yellow light came on due it happening so

1 fast. She coasted across three lanes and made it to the shoulder. Car was  
2 towed to dealer and they cannot find anything wrong with it. There is 700  
3 miles on the car. ***Dealer said it may have been road debris that caused***  
4 ***collision mitigation braking system to take control*** of the car but nothing was  
5 recorded in the edr unit. ***Very unsafe.***

(NHTSA ID Number: 11118197, Report Date: August 6, 2018)

6 2018 Honda Accord: 2018 Honda Accord EXL. 1565 miles on odometer.  
7 Weather was sunny and 89°f. I was driving vehicle on the interstate at  
8 approximately 65 mph with ACC and LKAS activated but being closely  
9 monitored as this feature is new to me. As the traffic was slowing down  
10 ahead the instrument cluster displayed “collision mitigation braking  
11 system problem. See your dealer” error message. I had to quickly apply  
12 the brakes to avoid a collision with the car in front of me. In the process  
13 of notifying dealership to seek out a solution. ***Very worried about this as a***  
14 ***system designed to prevent front collisions almost caused one!***

(NHTSA ID Number: 11118889, Report Date: August 10, 2018)

15 2018 Honda Accord: ***Collision mitigation braking system fails*** during  
16 operation of adaptive cruise control. The vehicle will no longer verify if a  
17 collision is going to happen, and ***can cause the vehicle to collide with a***  
18 ***forward vehicle.***

(NHTSA ID Number: 11120738, Report Date: August 17, 2018)

19 2018 Honda Accord: ***On 3 separate occasions the car has seen a shadow on***  
20 ***the ground and slammed on brakes then releasing for no reason.*** There were  
21 no other vehicles around me on each occasion. I thought the car was  
22 stopping on a yellow light on the first incident but was told by the service  
23 manager that it doesn't do that. ***This is a very dangerous issue that needs to***  
24 ***be addressed.*** I asked the service manager to disable it but was told he can't  
25 do that when it is possible because this is an added feature.

(NHTSA ID 11120677, Report Date: August 17, 2018)

26 2018 Honda Accord: The ***car randomly slams on brakes*** caused by the  
27 Honda sensing collision mitigation system. ***This is very dangerous.***

(NHTSA ID 11123613, Report Date: August 31, 2018)

1        2018 Honda Accord: I have gotten the warning on my dash stating  
2        “collision mitigation braking system problem. See dealer” several times  
3        per week since putting about 1200 miles on the car (Feb 2018). Since  
4        seeing this warning *my car will slam on the brakes at random* (during  
5        highway and city driving) as if it detected a vehicle in front of me but there  
6        was no vehicle present. I have taken the car to the dealer several times  
7        and have gotten no solution. I have also called Honda North America  
8        and filed a complaint and still have gotten nowhere. *This issue could easily  
9        cause an accident and I have spoken with other owners having the same  
10        problem and even someone who has been rear-ended because of this.*  
11        (NHTSA ID 11124539, Report Date: September 5, 2018)

12        2018 Honda Accord: On several occasions this car’s collision mitigation  
13        system has *applied the brakes without any reason and this is a very serious  
14        safety issue* for the public at large and needs immediate attention from  
15        Honda.  
16        (NHTSA ID 11128098, Report Date: September 7, 2018)

17        2018 Honda Accord: I was driving down a busy road in my town and no  
18        cars were in front of me and I did not lane departure at all and *the car  
19        suddenly came to a complete stop almost for no reason* thankfully no cars  
20        were behind me. *This also happened again when I was on the freeway* there  
21        was no car in front of me and the car behind me was coming up fast  
22        luckily they noticed my car braking and got over.  
23        (NHTSA ID 11144946, Report Date: September 12, 2018)

24        2018 Honda Accord: *Collision mitigation system would activate at random  
25        times even when there is nothing in front of the car* and would slam on the  
26        brake when the vehicle is moving slowly at around 3 miles per hours in a  
27        driveway.  
28        (NHTSA ID 11128838, Report Date: September 12, 2018)

29        2018 Honda Accord: Purchased accord 8/25/2018, 103 miles on car at  
30        time of purchase. Driving that same night at around 30mph on residential  
31        2 lane road. Car came to a complete stop on its own. *Collision mitigation  
32        system error came on dashboard.* Took to dealer 8/27/2018. Dealer reset  
33        the system and told us everything okay. ... 9/16/2018 - traveling on 4  
34        lane hwy at 50 mph. *Car activated brakes again and brought the car to a  
35        complete stop. This incident almost resulted in a rear end collision. Driver*

1 *behind was able to swerve and avoid hitting us.* Each incident there was no  
2 drivers ahead of me, no animals/items crossing path. Completely random  
3 and cannot willing replicate. 9/18/2018 dealer is now coming to pick the  
4 car up and work with honda engineers to determine the issue.

5 This a a huge safety concern that will at some point cause serious injury  
6 to operator and other drivers on the road. Honda must recall this feature  
7 immediately.

8 we have also contacted the Iowa atty general office to report issue  
(NHTSA ID 11130068, Report Date: September 18, 2018)

9 2018 Honda Accord: While driving at highway speeds with ACC  
10 (adaptive cruise control) enabled and LKAS (lane keep assist) enabled  
11 and passing a car and another time an 18 wheel truck, *the car suddenly*  
12 *and abruptly braked* to slow down 5 mph. The road was straight and no  
13 cars were in front of me. *This was a very dangerous situation* because cars  
14 were behind me and they all had to react to slow down.  
(NHTSA ID 11132093, Report Date: September 28, 2018)

15 2018 Honda Accord: Monday September 24th, 2018, I was traveling on  
16 U.S. highway 19 and a vehicle turned off about a half mile ahead of me  
17 while I had the cruise control engaged. The vehicle had completely  
18 cleared the road and *my car slammed on brakes causing everything in the*  
19 *vehicle to be thrown into the floorboard. Had there been a car behind me, the*  
20 *car would have rear-ended my vehicle.* There continues to be an issue where  
21 the sensor recognizes something in the road that is not there or a vehicle  
22 that has already cleared the road and slams on brakes. This creates a  
23 *serious safety issue* and is damaging on the brakes. *I do not feel safe driving*  
24 *with this system engaged because I do not know when the vehicle will slam*  
25 *on brakes causing other drivers to rear-end me.*  
26 (NHTSA ID 11132232, Report Date: September 29, 2018)

27 2018 Honda Accord: While driving with the cruise control on the *collision*  
28 *mitigation and braking system will intermittently turn off* and disable the  
cruise control. *Dealer says nothing is wrong*, claim the sensors are  
overloaded. This can happen on bright sunny days, cloudy days and at  
night. Sensor on front of car is clean; no bugs, smears or liquids. Will reset  
with a stop/start of the engine. Code check revealed. Uo401-53

1 temporary stop of integrated driver support system -- received stop request  
2 by pgm-fi system. Error code 401-93 temporary stop of integrated driver  
3 support system -- received stop request by pgm-fi system. This happens  
4 only when the cruise control is on and moving. ***This has happened at least  
12 times in the past 8 months, most recent was today.***

(NHTSA ID 11139747, Report Date: October 11, 2018)

5  
6 2018 Honda Accord: Automatic emergency ***braking took car from 60 to 0  
7 on highway*** (route 65n in Nashville). Luckily no one was behind me (it  
8 was 6am) or ***I could have been rear-ended***. I could not accelerate or control  
9 the car at this point and came to a complete stop. ***This is the second time  
10 this has happened in the last month.*** This turns a touted safety feature into  
11 a hazardous feature. Planning on a dealer visit this Friday.

(NHTSA ID 11142127, Report Date: October 23, 2018)

12 2018 Honda Accord: ***Driving down the road at 75 miles an hour and the  
13 brake system engaged. No cars around.*** Had another vehicle (especially  
14 tractor trailer) there would have been a serious collision. I do not want  
15 this vehicle anymore. Dealer says its not a warranty problem. ***Serious  
16 safety concerns.***

(NHTSA ID 11149665, Report Date: November 4, 2018)

17 2018 Honda Accord: The transmission also seems to exhibit issues which  
18 I have taken up with the dealership on two occasions where it appears to  
19 shift hard under light acceleration and even under passing power. also,  
20 upon accelerating, the car will seem to bog down like it has a air intake  
21 issue(sensation feeling) it does it from stop and go at times and also when  
22 at speed. I have noticed that when it rains it seems to be even more  
23 pronounced as well. The other issue has been the honda sensing. as of  
24 late I have found myself turning off certain "safety" features out of fear of  
25 them malfunctioning after two freak ***incidents twice when at speeds on the  
26 hwy, the emergency mitigating brake has engaged with no traffic around or in  
27 front me, basically slamming on the brakes which is extremely dangerous  
28 another time the steering has tried to yank me into another lane thinking I  
have gone off the road, the road mitigation system.*** These issues could have  
proven very dangerous in both situations if vehicles were next to me or  
behind me and these issues with a brand new car are not making me feel  
safe to drive the car. Also, another new item which I have caught on  
camera is the radio head unit has now began to shut off intermittently

1 during normal operation for no apparent reason or cause. I have had the  
2 recall on the back up camera completed already. but these errors still  
3 continue. the car is going to the dealership on Thursday, 11/7/2018 to  
4 get these looked into, but this is the 3rd time the car has had to go to the  
5 dealership since purchase in July for non regular maintenance. I am going  
6 to only deal with this a few more times before I hire a lemon law attorney.  
(NHTSA ID 11149869, Report Date: November 7, 2018)

7 2018 Honda Accord: The *collision mitigation braking system has completely*  
8 *failed twice on my month old 2018 Honda Accord*. When this fails, the cruise  
9 control is also deactivated. Both times the car was in motion with the  
10 adaptive cruise control active.  
(NHTSA ID 11163531, Report Date: December 26, 2018)

11 2018 Honda Accord: The car has a sensor for braking. On several  
12 occasions I have been driving and *the car braking system comes on making*  
13 *the vehicle come to a sudden stop*. During several of these dangerous braking  
14 events no vehicles or objects were in front of me. *I have almost been rear*  
15 *ended because of the braking*. I have noticed that even shadow from a tree  
16 can trigger the sensor to make the braking system turn on making the car  
17 come to a sudden stop. *This is extremely dangerous* and there is no way to  
18 turn this feature completely off. When you turn it off it resets once you  
19 turn the ignition to start the car again. *This recall needs to happen now*  
20 *before someone gets injured or killed*.  
(NHTSA ID 11164114, Report Date: December 30, 2018)

21 2018 Honda Accord: Collision mitigation braking system problem, car  
22 brakes by its self, *was driving at 75mph and car slammed on brakes to 35 on*  
23 *US 71 almost caused an accident*. Also monitor on dash that has home Nav  
24 audio settings shuts of by itself and reboots. Braking problem happens on  
25 cruise control and normal driving. I photo the dash 5 times when collision  
26 mitigation went off in a 5000 mile period.  
(NHTSA ID 11173896, Report Date: February 4, 2019)

27 2018 Honda Accord: The Honda sensing system sometimes *automatically*  
28 *slams on the brakes at highways speed* when there is no vehicle in front of  
me, *nearly causing collisions* with vehicles traveling behind me.  
(NHTSA ID 11171562, Report Date: January 23, 2019)

1        2018 Honda Accord: Vehicle running, both driving and stationary, dash  
2 indicated three warnings: “adaptive cruise control system problem”,  
3 “*collision mitigation braking problem*”, “road departure mitigation  
4 problem”. All three *systems were nonfunctional*. Dealer advised to drive  
5 through a car wash before coming in for repair. The car wash appears to  
6 have worked, but this is absurd! Every time it rains or car is dirty, the  
7 safety features don't work? Didn't see this disclosure when I bought the  
8 car or when I paid for these features.

(NHTSA ID 11173899, Report Date: January 4, 2019)

8        2019 Honda Accord: On a number of occasion, both on the highway and  
9 driving in town, the adaptive collision control system has signaled  
10 “brake” *while abruptly applying the brakes even though there was no*  
11 *obstruction anywhere near the front or sides of my vehicle, in one case*  
12 *nearly causing the vehicle behind me to collide with my vehicle.*

(NHTSA ID 11173464, Report Date: February 1, 2019)

13        2020 Honda Accord: I was driving on interstate 15 going 70mph on a  
14 clear sunny day and no traffic was in front of the vehicle. *The car*  
15 *suddenly flash the brake light indicator and the vehicle began stopping*  
16 *instantly as if their was car in front of mine.* Luckily I looked the mirror  
17 and seen a semi truck behind me hit his brakes and *I had to floor the gas*  
18 *pedal before being rear ended bu the semi truck.* This could of caused  
19 multiple fatality in my car if I did not hit the gas pedal when the car  
20 braked for no reason. The car is only 6 mo old and has 15,000k miles on  
21 it.

(NHTSA ID 11350996, Report Filed: August 24, 2020)

21        2020 Honda Accord: I was driving on the highway on a sunny day with  
22 no other cars around me, and nothing in front of me. I was driving  
23 approximately 55mph, and *all of a sudden the collision mitigation braking*  
24 *system engaged and almost brought the car to a full stop. The braking system*  
25 *engaged for approximately 4 seconds, my foot remained on the gas because I*  
26 *was startled and could not understand what was happening, and had no time*  
27 *to react.* The automatic braking system then released, and the car kept  
28 driving.

(NHTSA ID 11321362, Report Filed: April 17, 2020)

See [www.safercar.gov](http://www.safercar.gov) (emphasis added in all).



**Honda’s knowledge of the Defect**

36. Honda discovered the Defect plaguing Honda Sensing in Class Vehicles long ago.

37. Honda, along with the rest of the automotive industry, has known for years that autonomous braking systems are at risk of object detection problems that lead to false alarms and abrupt braking where no potential collision is imminent. Honda conducted a safety recall in 2015 when several of its models were experiencing these types of false alarms and dangerously braking for no apparent reason. It has thus long been incumbent on Honda and other manufacturers using autonomous braking systems to undertake appropriate prerelease testing and inspections to ensure the vehicles are not prone to false alarms.

38. For many decades, Honda has conducted durability and reliability testing of its new vehicles before introducing them to the market. This means that Honda automobiles, including Class Vehicles, are exposed to lengthy and comprehensive physical testing that reveals how the vehicles and their component parts and systems (including the CMBS) will perform over the span of many miles of driving. Recognizing that automatic braking features require “the ultimate degree of precision,” Honda conducted self-described “endless testing” of these systems, which took “[m]any days.”<sup>12</sup> According to Honda, its repeated “[b]rutal tests” made test drivers carsick after experiencing sudden braking “over and over.”<sup>13</sup>

39. For example, in prior models equipped with CMBS, Honda employed two types of track tests specifically to evaluate the CMBS in “real world” situations. The testing involved a test driver driving toward targets and then evaluating whether the system reacted as intended. Honda used a combination of functionality and

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<sup>12</sup> [https://global.honda/content/dam/site/global/about/cq\\_img/sustainability/safety/Hearts/Hearts-2.pdf](https://global.honda/content/dam/site/global/about/cq_img/sustainability/safety/Hearts/Hearts-2.pdf).

<sup>13</sup> *Id.*

1 efficacy tests to estimate the effectiveness of the system in real-life situations.<sup>14</sup>  
2 Honda also conducted tests on public roads to determine the accuracy of the  
3 system’s functions, particularly in different weather conditions.<sup>15</sup> Honda tested these  
4 systems “in as many situations and conditions as they could imagine.”<sup>16</sup>

5 40. Given its use of prerelease testing—which includes driving the vehicles  
6 for many miles—Honda surely discovered the Honda Sensing Defect before it sold  
7 the first Class Vehicle. As the driver complaints to the NHTSA above show, the  
8 Class Vehicles often experience false alarms and dangerous, unnecessary braking  
9 shortly after drivers purchase or lease them. Given the immediacy with which the  
10 Defect often manifests, it would be nearly impossible for Honda to put Class  
11 Vehicles to market without discovering the Defect beforehand through its pre-release  
12 testing efforts (the results of which are exclusively within Honda’s control).

13 41. Also, once sales of a vehicle model begin, Honda carefully monitors a  
14 variety of sources of information with the goal of detecting—as early as possible—  
15 any sign of a defect in its vehicles. These sources of information include warranty  
16 claims data, replacement part data, field reports (where technicians assist in repairs  
17 or evaluate vehicles to assess the cause of problems and potential solutions), and  
18 customer complaints. Honda, moreover, does not simply tally the total number of  
19 each category, but instead uses business intelligence to make projections regarding  
20 how many future failures there are likely to be and analyzes how those projections  
21 compare with totals from previous vehicle models.

22 42. There are several reasons for Honda’s vigilance in this regard. For one,  
23

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24  
25 <sup>14</sup><https://preview.thenewsmarket.com/Previews/NCAP/DocumentAssets/188045.pdf>.

26 <sup>15</sup>  
27 [https://global.honda/content/dam/site/global/about/cq\\_img/sustainability/safety/Hearts/Hearts-2.pdf](https://global.honda/content/dam/site/global/about/cq_img/sustainability/safety/Hearts/Hearts-2.pdf).

28 <sup>16</sup> *Id.*

1 Honda is required by federal law to look out for potential safety defects. Honda and  
2 other manufacturers also have great incentives to discover defects early on before  
3 they materially affect the manufacturers' outlay of expense (for dealership  
4 technicians' time and for the purchase of replacement parts) in connection with  
5 warranty repairs. Honda's and other manufacturers' competitive standing also turns  
6 on customer satisfaction, which means Honda is receptive to feedback from the  
7 people and entities who buy and lease new Honda vehicles—including not only  
8 their complaints directly to Honda, but also their responses to new vehicle owner  
9 surveys and their statements online (on the NHTSA website and elsewhere). Honda  
10 thus monitors the NHTSA website and other sources of information regularly for  
11 any signs of vehicle problems or defects. Honda begins reviewing this data as soon  
12 as its models are introduced and monitors it continuously as part of ongoing quality  
13 control efforts. As Honda puts it, its approach is based on the idea that “[i]t is  
14 unacceptable that even one customer in a thousand – even one customer in ten  
15 thousand – should receive a defective product.”<sup>17</sup>

16 43. Honda thus established a “Quality Center” whose stated goals include  
17 “quickly detecting ... quality issues when they occur.”<sup>18</sup> Honda's vigilance in  
18 searching for all early signs of defects in its vehicles is enhanced by the use of  
19 sophisticated systems for detecting emerging vehicle problems as well as the  
20 devotion of resources and personnel to detecting those problems as early as possible.  
21 In modern day vehicle production, failures are typically measured per thousand  
22 vehicles or sometimes even per hundred thousand vehicles. As a result, defect  
23 trends are frequently identified after just a handful of reported failures.

24 44. In those instances where the various data streams available to Honda

25  
26 <sup>17</sup>

27 [https://global.honda/content/dam/site/global/about/cq\\_img/sustainability/report/pdf/2018/Honda-SR-2018-en-065-078.pdf](https://global.honda/content/dam/site/global/about/cq_img/sustainability/report/pdf/2018/Honda-SR-2018-en-065-078.pdf).

28 <sup>18</sup> *Id.*

1 show the possibility of a safety hazard in a Honda vehicle, Honda is particularly apt  
2 to take note immediately. For example, after receiving just a single report in  
3 November 2013 “of CMBS activation without any obstacles ahead of the vehicle,”  
4 Honda initiated an investigation and conducted “94 separate driving tests.” This  
5 investigation ultimately resulted in the May 2015 recall discussed above.<sup>19</sup> In  
6 addition to this recall, the month prior in May of 2015, Honda recalled thousands of  
7 2014-2015 Acura MDX and RLX vehicles due to a defect in the CMBS whereby the  
8 system may unexpectedly activate while in operation. Honda’s Safety Recall Report  
9 provided to NHTSA stated that “[i]n certain driving conditions, the Collision  
10 Mitigation Braking System (CMBS) may unexpectedly activate while operating the  
11 vehicle. In rare cases, the system may interpret certain roadside objects, such as  
12 metal fences or metal guardrails, as obstacles and apply emergency braking through  
13 the CMBS.”<sup>20</sup> Honda further acknowledged that “[i]f the CMBS applies unexpected  
14 emergency braking force during normal operation, it could increase the risk of a  
15 crash.”<sup>21</sup> Honda issued a software update to remedy this issue.<sup>22</sup>

16 45. In June of 2015, Honda Australia also recalled several thousand 2013-  
17 2015 Accords and 2014-2015 CR-Vs for the same issue.

18 46. Although, on information and belief, these two recalls concern a version  
19 of the CMBS prior to its integration into Honda Sensing, the issues are emblematic  
20 of the problem at the core of the Honda Sensing Defect. The CMBS system  
21 essentially attempts to replicate human qualities—the ability to see the outside world  
22 and process such inputs in a meaningful way. Just as the CMBS in the Class  
23 Vehicles, the CMBS in these recalled vehicles was unable to properly process these  
24 inputs on a consistent basis.

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25  
26 <sup>19</sup> See ¶¶ 3, 38, *supra*.

27 <sup>20</sup> See **Exhibit 1** at 2.

28 <sup>21</sup> *Id.*

<sup>22</sup> *Id.*

1 47. A series of Technical Service Bulletins (“TSBs”), Tech Line Summary  
2 Articles and Engineering Requests for Investigation issued quietly by Honda to its  
3 dealers since the introduction of Honda Sensing provide further evidence of Honda’s  
4 pre-sale knowledge of the Honda Sensing Defect. On information and belief,  
5 although these bulletins purport to address issues limited to particular vehicles, the  
6 Honda Sensing System in all Class Vehicles is similarly defective. Honda has  
7 attempted to define problems with Honda Sensing narrowly to avoid the liability  
8 and expense of acknowledging the true nature and scope of the problem. For this  
9 reason, Honda Sensing issues continue to plague the Class Vehicles.

10 48. For example, in January of 2017, Honda issued ATS 170102, titled  
11 “Radar Obstructed Message in the Driver Information Interface” directed to its 2017  
12 CR-V vehicles.<sup>23</sup> Therein, Honda explained:

13 If you see the message **Some Driver Assist Systems Cannot Operate:**  
14 **Radar Obstructed** in the driver information interface, it means  
15 something is blocking or covering the millimeter wave radar in the front  
16 grille, preventing it from detecting objects ahead of the vehicle. You  
17 may also see this message when driving in rain, snow, fog, etc. It’s not  
18 uncommon for it to intermittently come on when driving under those  
19 conditions.

20 ...  
21 Although this info is covered in the owner’s guide and owner’s manual,  
22 some customers may think there’s something wrong with the vehicle  
23 when they see that message. Be sure to pass this info along to the  
24 service advisors so they can educate their customers.<sup>24</sup>

25 On information and belief, this Tech Line Summary Article exemplifies Honda’s  
26 attempts to explain away and cover up issues with the CMBS rather than  
27 acknowledge the existence of the Defect.

28 49. Only a month later, in February of 2017, Honda issued ATS 170204

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<sup>23</sup> See ATS 170102 attached as **Exhibit 2**.

<sup>24</sup> *Id.*

1 titled “ACC, Collision Mitigation Braking System, and Road Departure Mitigation,  
2 Indicators On with DTC P2583-76” directed to its 2017 CR-V vehicles.<sup>25</sup> Therein,  
3 Honda explained:

4           Some early production vehicles undergoing PDI or coming in with low  
5 mileage may have this issue:

6           • The ACC (Adaptive Cruise Control), Collision Mitigation Braking  
7 System, and Road Departure Mitigation indicators are on.

8           • DTC P2583-76 (temporary stop of integrated driver support system  
9 [misalignment millimeter wave radar] is set.

10           • The driver information interface shows **Adaptive Cruise Control**  
11 **Problem, Collision Mitigation System Problem, and Road Departure**  
12 **Mitigation System Problem** messages.

13  
14 (Emphasis in original.) Honda blamed the factory’s radar aiming process and  
15 instructed dealers to re-aim the radar.

16           50. The very next month on March 29, 2017, Honda issued an Engineering  
17 Request for Investigation, titled “2017 CR-V MIL On with DTC P2583-76  
18 Stored.”<sup>26</sup> In this Request, Honda explains that it had received certain customer  
19 complaints of the Malfunction Indicator Lamp (MIL) on with DTC P2583-76 stored  
20 and “would like to collect specific parts from the vehicle prior to [the repair  
21 engineer] attempting a repair of any kind” in order to “fully understand the cause.”<sup>27</sup>

22           51. On September 23, 2017 Honda issued TSB 17-064 directed to the 2017  
23 CR-V and titled “MID Displays ACC, LKAY, RDM, Brake Warnings and Other  
24 Listed Symptoms.” This TSB states:

25  
26  
27 <sup>25</sup> See ATS 17024 attached as **Exhibit 3**.

28 <sup>26</sup> See AER17030B attached as **Exhibit 4**.

<sup>27</sup> *Id.*

1  
2 There is an internal issue with the millimeter wave radar software, which may  
3 lead to one or more of the following symptoms:

- 4 • The millimeter wave radar is improperly calibrated resulting in DTC  
5 P2583-76 (temporary stop of integrated driver support system [misalignment  
6 millimeter wave radar])
- 7 • Front radar blindness due to severe weather conditions (rain, snow, fog,  
8 etc.) may trigger a sporadic false Radar Obstructed message on the MID.
- 9 • The vehicle speed fluctuates at highway speeds when adaptive cruise  
10 control is set.
- 11 • DTC C0051-54 (steering angle neutral position learning incomplete),  
12 U041-68 (brake actuator malfunction), and U0416-92 (temporary stop of  
13 integrated driver support system [rejected control request by VSA system]) are  
14 set after the battery is replaced, disconnected, or jumped.
- 15 • During radar aiming, the Radar Obstructed message appears on the  
16 MID throughout the aiming procedure.
- 17 • During radar aiming, 4 and No Target are not displayed on the MID.
- 18 • DTC B2A60-98 (multipurpose camera unit temperature too high) is  
19 set.<sup>28</sup>

20 As a corrective action, this TSB provides for a software update to the millimeter  
21 wave radar unit. Such purported fixes are common in the auto industry because they  
22 are inexpensive, but they are often ineffective.

23 52. Also, in September 2017, Honda issued a Tech Line Summary Article  
24 titled “Collision Mitigation Braking System and Road Departure Mitigation  
25 Indicators Blinking at PDI?” directed to the 2018 Honda Fit. This article explains  
26

27  
28 <sup>28</sup> See Service Bulletin 17-064 attached as **Exhibit 5**.

1 that the Collision Mitigation Braking System and Road Departure Mitigation  
2 indicators may be blinking without any DTCs stored and that Honda is aware of  
3 and investigating the issue.<sup>29</sup>

4 53. In November of 2017, Honda issued a Tech Line Summary Article  
5 directed to the 2017-2018 Honda Accord titled “Shudder/ Jerking with Various  
6 Indicators On.” This article states, in relevant part:

7  
8 We’re currently looking at an issue where the vehicle shudders or jerks  
9 and various indicators come on. What’s particularly noticeable is the  
10 CMBS indicator comes on with **Collision Mitigation Braking System  
11 Problem. See Your Dealer.** in the driver information interface.

12 As part of our investigation, we need your help to collect as much  
13 vehicle data on this issue as possible...

14 We’ll let you know when we have a solution available.<sup>30</sup>

15  
16 (Emphasis in original). The references in this TSB to the illumination CMBS  
17 warning lights accompanied by jerking and shuddering are consistent with  
18 unintended activation of the CMBS, which is designed to operate in stages that  
19 range from activation of warning lights only, to activation of warning lights with  
20 light braking and, if a crash is unavoidable, with strong braking. On information and  
21 belief, Honda has not let anyone know of a solution to date.

22 54. Also in November of 2017, Honda sent two messages to its dealers  
23 where it reported that 2017-2018 CR-V drivers continued to complain about  
24 “various warning lights such as the brake system, lane departure, ACC & forward  
25

26  
27  
28 <sup>29</sup> See ATS 170902 attached as **Exhibit 6**.

<sup>30</sup> See ATS 171104 attached as **Exhibit 7**.



1 collision warning illuminat[ing] on the dash.”<sup>31</sup> Prior to attempting a repair, dealers  
2 should contact Honda and permit it to inspect the vehicle. Honda also walked back  
3 its radar explanation, telling dealers it only wanted to inspect vehicles where a prior  
4 “[a]ttempt to re-aim the radar is not successful.”<sup>32</sup> It issued similar messages in  
5 January, March, and April 2018.

6 55. In October 2018, Honda revised its instructions to dealers on re-aiming  
7 Class Vehicles’ radars and admitted that many common and ordinary  
8 “environmental and roadway conditions can affect normal operation” of the Honda  
9 Sensing system. These conditions include:

- 10 • Rain, fog, and snow;
- 11 • Low sunlight;
- 12 • Strong light;
- 13 • Shadows from trees or buildings;
- 14 • Driving at night;
- 15 • Sudden changes between light and dark (such as the entrance or exit of  
16 a tunnel);
- 17 • Driving on curvy roads; and
- 18 • Driving on a hill.

19 Although Honda told its dealers to “[a]lways remember” that the above conditions  
20 can interfere with Honda Sensing, Honda has not published this message for the  
21 benefit of drivers or potential purchasers of Class Vehicles and has not instructed its  
22 dealerships to warn drivers or prospective buyers about the problem.

23 56. Internally, Honda has conducted a series of investigations relating to  
24 Class-Vehicle driver complaints related to the Defect. In doing so, Honda has  
25

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26  
27 <sup>31</sup> <https://static.nhtsa.gov/odi/tsbs/2017/MC-10124995-9999.pdf>;  
28 <https://static.nhtsa.gov/odi/tsbs/2017/MC-10124999-9999.pdf>.

<sup>32</sup> *Id.*

1 investigated the Accord and CR-V models as part of the same investigation or at the  
2 same time, confirming Honda views them as all being the same or substantially  
3 similar.

4 57. For example, as early as July 20, 2017, Honda initiated an investigation  
5 because “customers and dealers report[ed] that the vehicle error/warning lights for  
6 collision avoidance systems (ACC, LKAS, CMBS) are turning on” in both Accord  
7 and CR-V models.<sup>33</sup> Honda’s practice of linking Accord and CR-V investigations  
8 continued into 2018 when it similarly began to investigate reports relating to both  
9 the Accord and CR-V that “customers are complaining about warning lights coming  
10 on with the ACC, LKAS, etc.”<sup>34</sup>

11 58. Despite Honda’s longstanding knowledge, investigations and other  
12 activities, Class-Vehicle drivers continue to report the same problems continuing to  
13 the present day, including the Defect actually resulting in collisions:

14 **Class Vehicle Collisions:**

15 2018 Honda Accord: As i was pulling out the garage from the san  
16 francisco international airport heading towards the highway to san  
17 francisco the miles per hour is 30 entering and then 65 mph when you get  
18 on highway. The dash board indicates the wrong miles for speed it said  
19 100 mph. It stayed like that for more than 5 mins. I already had a previous  
20 situation with this vehicle where the braking systems engaged as i was on  
21 highway in 05/13/2018, and almost caused my life and others behind  
22 me, *there was significant damage from being rear ended and over 18k worth  
23 of damage* but honda dealer keep saying nothing was found faulty! I had  
24 them turn off all safety modes cause I’m afraid it will happen again but it  
25 keeps coming back on. It yanked me several times when no other car is  
around me. The braking light appeared several times already since i got  
it back, and it’s like they don’t believe you. Now after all this I’m stuck

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26 <sup>33</sup> Honda North America MQ Quality Improvement Sheet, Bates No. AHM-  
27 Villanueva0057850.

28 <sup>34</sup> Honda North America MQ Quality Improvement Sheet, Bates No. AHM-  
Villanueva0057869, AHM-Villanueva0057873.

1 with a faulty car I'm really thinking about getting a lawyer on this. And  
2 my speakers seem not to be right either the sounding is very low  
3 compared to when i got it. Only 2000 miles and this car been a pain .  
4 Physically and mentally! And did i mention that my airbags didn't work  
5 from first incident i reported. After car was crushed in from being hit from  
6 behind . Nope they failed too.  
7 (NHTSA ID 11155594, Report Date: December 3, 2018)

8 2018 Honda Accord: I have gotten the warning on my dash stating  
9 "collision mitigation braking system problem. See dealer" several times  
10 per week since putting about 1200 miles on the car (Feb 2018). Since  
11 seeing this warning *my car will slam on the brakes at random* (during  
12 highway and city driving) as if it detected a vehicle in front of me but there  
13 was no vehicle present. I have taken the car to the dealer several times  
14 and have gotten no solution. I have also called Honda North America  
15 and filed a complaint and still have gotten nowhere. *This issue could easily  
16 cause an accident and I have spoken with other owners having the same  
17 problem and even someone who has been rear-ended because of this.*  
18 (NHTSA ID 11124539, Report Date: September 5, 2018)

19 2018 Honda Accord: May 13th, 2018 driving on the highway doing 50-  
20 55 going eastbound on the Bay Bridge in San Francisco - "out of  
21 nowhere" the electric parking brake came on! And I didn't push no  
22 buttons! Not quite sure of the malfunctioning, but it cost [sic] *an accident'*  
23 *[be]cause someone hit me from behind! ... I'm afraid to drive a car that nearly  
24 killed us.*  
25 (NHTSA ID 11096885, Report Date: May 19, 2018)

26 2018 Honda Accord: During stop and go traffic, *car braked causing the  
27 person behind me to rear-end me.* This had happened one other time, luckily  
28 the car behind me wasn't following too closely and I was going less than  
30 MPH. A couple weeks after that while going highway speeds and wet  
road conditions, a warning light came on stating there was a problem with  
the Collision Mitigation Braking system and to see dealer. Once that  
warning comes on cruise control also disengages. This warning light has  
come on one other time, while driving highway speeds with dry road  
conditions. If the car is restarted the warning resets and all systems are up  
and functioning again.

1 (NHTSA ID 11222554, Report Date: June 25, 2019)

2 2018 Honda CR-V: On Monday, June 29, 2020, I was driving home  
3 from target in college point. I was driving on 20th avenue, a two-way  
4 local street, and *all of a sudden my car braked*. The white van behind me  
5 stopped in time to avoid rear-ending me. Stepped on the gas, and the car  
6 didn't move, the engine just revved a little. Then all of a sudden the car  
7 jerked forward a little, and then began driving again. I made a left-hand  
8 turn and pulled over to make sure that nothing was stuck in the wheels,  
9 or under the car. There was nothing. I took it to my regular service  
10 station, to have them look at the brakes, and they said that there was  
11 nothing wrong with the brakes, that they were fine. The technician  
12 recommended that I take it to the nearest Honda dealer, and have them  
13 check the collision mitigation brake system. *The first time I had brake  
14 problems was in an accident I was in 9 months after I purchased the vehicle.*  
15 This incident occurred 8 months after the accident. I am concerned that  
16 we will be having braking problems every 8-9 months with the vehicle.  
17 (NHTSA ID 11339610, Report Date: July 15, 2020)

14 **Injuries Caused by Defect in Class Vehicles:**

15 2018 Honda Accord: Today something new happened and completely  
16 changed the game for me : *the car emergency breaks were activated by nothing  
17 and out of nowhere while I was driving on 90 mph !!!!! All my stuff were thrown  
18 from the back seat to the front and I got seriously injured by the seat-belt that was  
19 pushed against me! Let me make it clear...There were zero cars before me or around  
20 me !* Thank god for no cars behind me or this citation could have ended  
21 differently. I drove the car to the dealership and left the keys over there till  
22 they figure it our or give me a different car. I'm scared to go back driving it.  
23 (NHTSA ID 11192797, Report Date: March 31, 2019)

23 2018 Honda Accord: On 2 separate occasions my cars automatic collision  
24 mitigation system has engaged without notice and any reason. There was  
25 nothing in front of my car and the car braked suddenly while I was driving 45  
26 mph. *The last time this happened I was thrown forward and back with a jerk.*  
27 *Since then ive been experiencing lower neck and shoulder pain.* I disengaged the  
28 collision mitigation system and will take the car into the dealership for  
diagnosis.  
(NHTSA ID 11192497, Report Date: March 29, 2019)

1            2018 Honda Accord: Three times now I have had the emergency breaks  
2 activate for no reason. No one was injured the first time as the vehicle was  
3 moving very slow. *The second time this happened though, I was injured. I was*  
4 *driving approx. 45 mph down a busy street when the car stopped without warning*  
5 *and for no apparent reason. I was nearly rear-ended. Not only did this scare me,*  
6 *but I was in extreme pain afterwards. When the pain got worse and I developed*  
7 *bruising on my neck I went to see a specialist and he confirmed that I have*  
8 *whiplash.* When I spoke to the mechanic at the dealership I was told that the  
9 sensor is just sensitive. They checked it out but offered no solution. I have kept  
10 the feature turned off since this happened. The third time it happened with the  
11 feature disabled. My son was in the car with me. We were both shaken up  
12 pretty badly. I am now scared to drive this car. Every time the dash lights up  
13 for any reason, I flinch. I have had to miss work due to the injuries that I  
14 received. I am a single mom to five kids, I cannot afford to miss work due to  
15 poor design and engineering of this vehicle. I bought this car thinking that this  
16 feature was a safety feature. It has certainly proven to be the opposite!  
17 (NHTSA ID 11208040; Report Date: May 16, 2019)

18            2018 Honda CR-V: Traveling 45 mph on secondary road and car suddenly hit  
19 brake mode for no reason. No other traffic on road. Vehicle skidded and threw  
20 everything in vehicle to floor including pet. *Whipped neck very hard.*  
21 (NHTSA ID 11268935, Report Date: October 16, 2019)

22            **Other Recent Honda CR-V Complaints:**

23            2019 Honda CR-V: *While accelerating through an unobstructed city street*  
24 *intersection from a red light that had just turned green, the vehicle's collision*  
25 *mitigation system -- without warning -- activated and forcefully applied the*  
26 *brakes for no apparent reason. The system brought the vehicle to a complete*  
27 *hard stop in the middle of the intersection and I was nearly rear-ended by the*  
28 *vehicle behind me.* There wasn't any vehicle in front of my car and no  
reason for the system to activate. I could not override the system once it  
activated. I estimate my vehicle's speed at approximately 15 mph when  
the system activated. I understand there are reported problems and  
lawsuits about this issue with Honda's collision mitigation system.  
(NHTSA ID 11350528, Report Date: August 21, 2020)

1        2019 Honda CR-V: My 2019 Honda CR-V Touring model had *sudden*  
2        *unintended braking. There were no cars or obstructions around.* It was at  
3        noon on a sunny day. My dealer said the car was working ok and gave  
4        me a page telling me not to use the adaptive cruise control in town. I  
5        called Honda Corp and asked for a buy back. ....  
6        (NHTSA ID 11341916, Report Date: July 28, 2020)

7        2019 Honda CR-V: *The automatic brakes have engaged three separate*  
8        *times, all while driving on the highway 60 mph minimum, each time in the*  
9        *right lane. Each time, no cars were present,* I didn't veer off the road and  
10       there was nothing to trigger the automatic braking system. Honda  
11       mechanic told me a bug must have been smashed on the sensor and that  
12       caused the braking. I find this hard to believe given this has happened  
13       three times in the last six months, including during cold weather.  
14       (NHTSA ID 11340323, Report Filed: July 20, 2020)

15       2019 Honda CR-V: *Unintended braking at 45 mph. full lock up with no*  
16       *cause.* Released at 10 mph. clear 4-lane street, no curves, no debris, no  
17       cars nearby no shadows. I was in the left lane. Dealer told me not to use  
18       the adaptive cruise control in the city. (that is what sold me on the car).  
19       (NHTSA ID 11330637, Report Date: July 24, 2020)

20       2019 Honda CR-V: *Driving vehicle at 60 mph with cruise set. car suddenly*  
21       *braked, lane departure activated steering wheel control, lane assist warning*  
22       *displayed. There were no other vehicles on the road, the weather was clear as*  
23       *was the highway. The instrument display began to show the following error*  
24       *messages:collision mitigation, road departure mitigation, adaptive cruise*  
25       *control with low speed follow error, lane keeping assist and brake error icon*  
26       *displayed in cluster group.* Trying to disengage systems using cancel on  
27       steering wheel did not work. Pulled off highway, turned off vehicle and  
28       restarted and all error codes disappeared. Contacted Honda service and  
29       was not given a reason this happened. I did find a class action law suit  
30       was filed in u.s. district court for the central district of california in/or  
31       about January 2020. the lawsuit claims the safety systems are defective  
32       in the 2016-2019 Honda CR-V, CR-V EX, CR-V EX-L, and CR-V  
33       Touring suv's. I have attached a pdf copy of article regarding lawsuit. \*tr  
34       (NHTSA ID 11321303, Report Date: April 8, 2020)

1 2018 Honda CR-V: While driving at about 55mph on rt.28 South  
2 Epsom, NH ***the car just stopped no cars in front of me. It stopped for no***  
3 ***reason***

(NHTSA ID 11309098, Report Date: February 14, 2020)

4 2018 Honda CR-V: ***Twice at the same 4 stop intersection, I have come to a***  
5 ***complete stop and when clear attempted proceed through the intersection and***  
6 ***the collision mitigation braking system (cmbs) has engaged unexpectedly.***

7 Both times I entered the intersection and when a third of the way  
8 through dash board warning lights came on and the brakes engaged,  
9 halting me in the intersection.

(NHTSA ID 11315792, Report Date: March 3, 2020)

10 2018 Honda CR-V: The contact owns a 2018 Honda CR-V. ***The contact***  
11 ***stated that while driving at speeds above 45 mph the forward collision***  
12 ***avoidance system braking feature activated causing the vehicle to abruptly***  
13 ***stop.*** The failure recurred on multiple occasions. The cause of the failure

14 was not yet determined. The vehicle was not repaired. Planet Honda  
15 located at (2285 us highway 22, union nj) was notified of the failure.  
16 The manufacturer was not contacted. The failure mileage was 4,500.

(NHTSA ID 11317842, Report Date: March 13, 2020)

17 2018 Honda CR-V: Honda crv-2018 ***suddenly stops while driving***; also the  
18 brake light is flashing; no car is in front.

(NHTSA ID 11323333, Report Date: May 5, 2020)

19 2018 Honda CR-V: While driving north on route 43 approaching route  
20 60 in lake Forrest, Illinois on November 5, 2019, my Honda CR-V  
21 suddenly stopped. ***And, I mean completely stopped for no apparent reason.***

22 ***Fortunately there were no vehicles behind me I was only traveling at 35***  
23 ***MPH. I believe this occurrence would be classified as a false positive error.***

24 ***It was raining lightly at the time. My only witness is my wife. I bought this***  
25 ***car primarily to drive my grandchildren to school and now have lost***  
26 ***confidence in its ability for safety.*** This problem hasn't occurred again  
27 since November 2019 but I don't know if I can trust our lives to a  
28 computer in charge of this car.

This is a computer programming error that will ultimately be  
responsible for the loss of life. Other computer assisted driving vehicles

1 don't have this problem and they must have tested and overcome this  
2 specific performance issue.

3 Does Tesla or Mobileye have his issue? Is it only Honda?  
4 (NHTSA ID 11325001, Report Filed: May 18, 2020).

5 2018 Honda CR-V: *While in motion in a city street with foot on accelerator*  
6 *the vehicle automatically braked for no reason. There were no other vehicles*  
7 *around to warrant brake system to initiate.* This has happen several times  
and could cause me an accident.

8 (NHTSA ID 11326380, Report Date: May 27, 2020)

9 2018 Honda CR-V: Driving rural city road at approx 25 mph when car  
10 CMBS engaged. *No vehicles in front or objects. There was a vehicle*  
11 *following me. CMBS applied the brakes and vehicle in back of me came*  
12 *within inches of hitting my car.*

13 (NHTSA ID 11325692, Report Date: May 24, 2020)

14 2018 Honda CR-V: *I was riding on a 4 lane highway, going straight, not*  
15 *another car, animal or stoplight in sight and the automated braking system*  
16 *slammed on brakes so hard it brought me to a stop - if I had not had a*  
17 *seatbelt on it would have thrown me into the windshield and if another*  
18 *vehicle had been behind me I would have probably been killed.* Nothing was  
19 in sight to make this happen. I called my dealership and they never  
heard of such but when I google it I find there's a class action lawsuit for  
20 this same problem. This is a deadly problem, what if i had been on a  
busy interstate hwy?

21 (NHTSA ID 11329761, Report Date: June 6, 2020)

22 2018 Honda CR-V:

23 *While driving on a level street around 40 mph with no cars directly in front*  
24 *of me for 6+ car lengths, a car behind me, and cars next to me, the automatic*  
25 *braking system tapped my breaks and issued warnings on the driver's*  
26 *display.*

27 (NHTSA ID 11332010, Report Date: July 1, 2020)

28 2018 Honda CR-V: *While driving on a level street around 40 mph with no*  
*cars directly in front of me for 6+ car lengths, a car behind me, and cars next*



1 *to me, the automatic braking system tapped my breaks and issued warnings*  
2 *on the driver's display.*

3 (NHTSA ID 11332010, Report Date: July 1, 2020)

4 2018 Honda CR-V: I was driving on route 80 in new jersey at 70 mph.  
5 No traffic around me or in front of me the car applied automatic braking  
6 system. *Car came almost to a complete stop causing me neck and back pain.*  
7 *There was no warning there was absolutely no reason Ii was using cruise*  
8 *control.* Dealer find nothing wrong with the car. Very nervous about  
9 driving this car now. It was a clear sunny day.

(NHTSA ID 11340355, Report Date: July 20, 2020)

10 2018 Honda CR-V: *On two occasions, the car has unexpectedly and without*  
11 *any reason, braked to a virtual stop, as though there were a vehicle directly*  
12 *in front of me, while driving in the city on a road going about 40mph.*

13 *However, there were no cars anywhere near my vehicle. In addition, my car*  
14 *will also unexpectedly beep and signal to me that I must brake, again,*  
15 *without a car being in front of me, again, while in motion at*  
16 *approximately 35mph. The Honda dealer claims they have looked into*  
17 *my complaints, which I see as potentially life threatening, particularly if*  
18 *the car brakes on a fast moving interstate, and they are "unable to*  
19 *replicate the issue or find any sensor issues." the fact that this vehicle is*  
20 *operating correctly is patently untrue and the occurrences regarding the*  
21 *sensor "brake" messaging is becoming more and more frequent. I was*  
22 *driving on route 80 in new jersey at 70 mph. No traffic around me or in*  
23 *front of me the car applied automatic braking system. Car came almost to*  
24 *a complete stop causing me neck and back pain. There was no warning there*  
25 *was absolutely no reason I was using cruise control.* Dealer find nothing  
26 wrong with the car. Very nervous about driving this car now. It was a  
27 clear sunny day.

(NHTSA ID 11340717, Report Date: July 21, 2020)

28 2018 Honda CR-V: *The safety system (Honda sensing) that detects a car or*  
*pedestrian in your path and engages the brake warning light and automatic*  
*braking mechanism will sometimes engage at highway speeds when there is*  
*no object anywhere near the car. If this engages that could cause the car to*  
*stop on the highway causing a collision. I have had this happen 6 times and 2*  
*of those 6 times the warning light came on and braking occurred.* The other

1 4 times the warning light with the brake indicator came on which was  
2 distracting.

3 (NHTSA ID 11341489, Report Date: July 26, 2020)

4 2018 Honda CR-V: ***While driving on 45 mph road on 2020 feb 18 morning,***  
5 ***the vehicle came to sudden stop after I crossed a signal intersection.*** There  
6 were no vehicles in the front or back luckily and I did not get damaged.  
7 I took the CR-V to Perfection Honda in Rio Rancho, after holding the  
8 vehicle for check up for 24 hrs, they did not give a meaningful reason  
9 and only given irrelevant answer. (Rest of complaint omitted).

10 (NHTSA ID 11310592, Report Date: February 21, 2020)

11 2017 Honda CR-V: While driving on a secondary road, I crossed some  
12 road construction that had a large metal plate across the road covering  
13 where there had been some digging. ***My car suddenly and without***  
14 ***warning came to almost a complete stop while automatically braking while***  
15 ***crossing this metal plate, almost causing me to be rear ended by another car.***

16 I was driving about 40 mph in a suburb area. This happened at least 2  
17 other times when I crossed this same plate on the road before avoiding  
18 this area with this car. Very scary and dangerous as there was no good  
19 reason to stop the car.

20 (NHTSA ID 11251870, Report Filed: August 27, 2019)

21 2017 Honda CR-V: I was driving with my wife as a passenger on a 4-  
22 lane highway (2 lanes in each direction). Traffic was light. We were  
23 travelling at about 45 mph in the right hand lane about 500-feet from an  
24 intersection when I signaled to change lanes into the left lane as I would  
25 be making a left turn at the intersection. ***As we were midway into the lane***  
26 ***change, our automatic collision avoidance warning flashed up on the***  
27 ***instrument panel, beeped the alarm, and immediately (and unexpectedly)***  
28 ***applied the brakes! The car behind us just missed plowing into the back of us***  
***because of the sudden braking for no reasons.*** The weather was good and  
just a bit cloudy, so weather had no bearing in this, and there was no  
traffic or obstacles near or in front of us to cause a false collision  
impression on the sensors. This has happened to us several times before  
and we did notify our Honda dealer and they said that this happens  
sometimes, especially in heavy rains when the sensors 'see' a heavy rain  
area as an object. On two prior occasions when this happened, again in  
clear weather and no objects around we were almost struck by a vehicle

1 behind us. This is scary, and I am glad I pay close attention to my  
2 driving as if I did not, this safety defect would kill us.  
(NHTSA ID 11255264, Report Date: September 13, 2019)

3  
4 2017 Honda CR-V: Radio locks up and then indicator lights on dash  
5 flash - brake failure, VSA failure, TPMS failure, LDW failure, ACC  
6 failure, LKAS failure, CMBS failure. ***Had it at Honda service two times***  
7 ***and they reinstalled software and did a hard reboot. Issue reared its head***  
8 ***again*** Dec 14, took to Honda service with lights flashing for a computer  
9 read. Service scheduled for Dec 19 to look into issues and perform recall  
10 repair. Check engine light has been on since I took it in Dec 14. Car  
11 seems to run fine even with indicator lights flashing. Issue happened  
12 first time while on interstate going 70 MPH. Second time on backroad  
13 going 45 MPH.  
(NHTSA ID 11162103, Report Date: December 17, 2018)

14 2017 Honda CR-V: ***My car came to a complete stop once while I was***  
15 ***driving in the middle of an intersection and once just on a straight road. This***  
16 ***happened twice, and I went flying forward and all my stuff on the seat went***  
17 ***flying***. There was not a car in front of me. They said it must have been  
18 reading something to do this, and its to protect a possible pedestrian.  
19 This is an accident waiting to happen. I called Honda of Joliet to put it  
20 in my record. Another issue is the vehicle stability lights, the adaptive  
21 cruise control, collision mitigation, road departure mitigation, and a  
22 brake lights all flash stating there is a problem. These lights just come on  
23 while driving. This has happened three times. Once it was snowing. The  
24 second and third time the weather was clear. The first time I cleared  
25 some of the driving aides and the lights went off. I took it to Honda of  
26 Joliet on 1/25 and they aligned the radar. The lights came back on 1/28  
27 /19 and they said they realigned it again. They had the car for 2 days.  
28 The original reason was the sensors are dirty, and in bad weather this  
can happen. They said a clump of snow could have caused this too. So  
this car is only good in good weather? ***The service person said they have***  
***had a lot of cars in for this same reason***. Another problem was I came out  
to find my windows down, my sunroof open and my back door open.  
Car was stationary. Didn't take it in for this and forgot to tell them  
when I dropped it off on 1/28/19.  
(NHTSA ID 11173145, Report Date: January 20, 2019)

1 2018 Honda CR-V: CMBS faulty. *It thinks there is an object on an empty*  
2 *road and hard brakes it's very hazardous to drive you never know when it's*  
3 *gonna happen dealer can't find the issue.*

(NHTSA ID 11187348, Report Date: March 17, 2019)

4 2017 Honda CR-V: My first scenario was a week ago I was stopped at a  
5 red light with no car in front of me. *Once the light turned green I*  
6 *accelerated and just as I was about to pass the intersection my car gave a*  
7 *brake warning on my odometer screen and abruptly braked. There was no*  
8 *car in front of me nor a pedestrican other than a car that almost rear ended*  
9 *me. There were clear road conditions.*

10 My second scenario I was driving on the highway when my car gave the  
11 same warning to brake with no cars for one hundred feet. My braked  
12 abruptly and sent me drifting at least ten feet forward.

13 I'm feeling extremely unsafe in my car at this point.

(NHTSA ID 112672-7, Report Date: October 9, 2019)

14 2018 Honda CR-V: *Driving down a country road doing about 55mph on*  
15 *July 28,19 my vehicle suddenly came to a dead stop for no reason. Closest*  
16 *vehicle in front was 9-10 car lengths ahead. Nothing on the side of the road*  
17 *or directly in front of me. If a vehicle was behind me I would have been rear*  
18 *ended. A malfunction such as this could cause a deadly unavoidable accident.*

19 At the time I did not have the adaptive cruise control set and had no  
20 control of gas pedal when this collision mitigation braking assist system  
21 activated. this vehicle is a time bomb for anyone driving it. this is clearly  
22 a safety hazard. And one which needs to be investigated.

(NHTSA ID, 11240540, Report Date: July 30, 2019)

23 2018 Honda CR-V: *The collision mitigation system part of honda sensing*  
24 *will automatically and randomly engage while driving, causing the breaks to*  
25 *be self applied abruptly even when there is nothing in front of the car.* This is  
26 extremely dangerous and almost caused multiple accidents. Honda  
27 doesn't believe there is a problem. This has happened multiple times  
28 already.

(NHTSA ID 11242521, Report Date: August 8, 2019).

1 2018 Honda CR-V: *While driving on an interstate with no vehicles or*  
2 *obstacles stopped in front of me my car automatically braked hard. It came to*  
3 *a complete stop on the interstate which resulted in me getting rear ended.*

4 I took it to Honda to try to get the information from the black box but  
5 they refused to try to pull anything.  
(NHTSA ID 11306345, Report Date: November 25, 2019)

6 **Other Recent Honda Accord Complaints:**  
7

8 2019 Honda Accord: *On a total of 6 occasions during the first 4500 miles of*  
9 *using my new car, the brake alert sign activated without reason for*  
10 *provocation, i.e., no other cars nearby, nothing in roadway. Four occurred*  
11 *while doing 65 mph on interstate. The last 2 occasions were startling as the*  
12 *brakes were triggered, causing the car to fishtail and swerve left momentarily*  
13 *as if attempting to awaken a driver falling asleep.* In those occasions I was  
14 doing about 50-55 mph on a highway with other cars on the road but  
15 not close enough to need t brake. One time I was taking an exit to get on  
16 another highway. The other time I was going through a construction  
17 zone but there were no circumstances that would have caused the need  
18 to brake. I took the car to the Honda dealership immediately after  
19 second occurrence and left for 24+ hours. They acted as if that couldn't  
20 have happened unless I were too close to something – they'd never  
21 heard of the problem. They test drove for 13 miles, and the problem did  
22 not occur for them. Nothing problematic showed up on diagnostics.  
23 Nothing was done to correct the situation. I disabled the collision  
24 mitigation system after leaving the dealership.  
(NHTSA ID 11241010, Report Filed: August 5, 2019)

25 2018 Honda Accord: *On at least 3 occasions while driving on a city street*  
26 *the automatic brake system kicks on and will violently stop the car in the*  
27 *middle of the road. Each time there has been no vehicle in front of me or*  
28 *even near me that would cause this to occur.* Additionally, each time I was  
not going any faster than 45-50 mile per hour. The last time this  
happened the car behind me nearly rear-ended me but avoided an  
accident by quickly shifting over to the next lane. This action of course  
caused a potential road rage exchange because the driver had no idea  
my car had malfunctioned.  
(NHTSA ID 11340040, Report Date: July 18, 2020)

1            2018 Honda Accord: *While driving down the highway my car just brakes it*  
2            *doesn't come to a complete stop but it is dangerous.* If I don't put on my  
3            turn signal before I start to change lanes it will brake. It doesn't do it all  
4            the time but it has started doing it more frequently.  
5            (NHTSA ID 11330705, Report Date: June 20, 2020).

6            2018 Honda Accord: So this vehicle is extremely dangerous with the  
7            crash mitigation system turned on. *Sometimes the vehicle will trigger the*  
8            *system with a false positive crash detection and will emergency brake for you*  
9            *and cut the gas so you won't be able to accelerate.*

10           However, I have had a few false positives. *The first 2 times was a*  
11           *complete horror story. I was driving in a high-speed environment, while a*  
12           *truck was merging on the freeway, I was supposed to accelerate past him and*  
13           *all of a sudden it beeped and halt to a complete stop on the freeway.* Luckily,  
14           the semi evaded me and I regain control and speed out of the way.

15           2nd time was almost rear-ended by another semi, I was lucky that  
16           people got out of the way for the truck to clear me.

17           The 3rd time occurred just last week on Thursday. There was a car 5  
18           car distance from me, left of me has a row of cars making a left, facing  
19           the opposite direction well, somehow it decided to go ape[xxx] and  
20           cause me to get rear ended by another car.  
21           (NHTSA ID 11329479, Report Date: June 11, 2020)

22           2018 Honda Accord: *Auto Brake system activated in the middle of an*  
23           *intersection.* No Cars, No bikes around. It simply stopped in the  
24           intersection.  
25           (NHTSA ID 11324659, Report Date: May 11, 2020)

26           See [www.safercar.gov](http://www.safercar.gov) (emphasis added in all).

### 27                            **The Dangers Posed to Occupants of Class Vehicles**

28           59. Over the past decade, automotive manufacturers and the NHTSA have  
recognized that autonomous braking systems prone to false alarms pose  
unreasonable safety hazards and should be remedied through a safety recall.

1           60. For example, as noted above, Honda conducted two safety recalls in the  
2 United States in 2015 of several of its models, including the 2014-2015 Acura RLX  
3 and 2014-2015 Acura MDX. Honda’s stated reason for the recall of certain RLX  
4 and RLX Sport Hybrid vehicles was: “Under certain specific driving conditions, the  
5 collision mitigation braking system (CMBS) could lock on an incorrect target. If this  
6 occurs, the CMBS may apply the brakes in an attempt to stop the vehicle. If the  
7 vehicle suddenly slows or comes to a stop, it could increase the risk of a crash.”<sup>35</sup> In  
8 the recall letter to affected owners, Honda reiterated that the “defect” “relates to  
9 motor vehicle safety” and that “If the CMBS applies unexpected emergency braking  
10 force during normal operation, it could increase the risk of a crash.”<sup>36</sup> In short, the  
11 recalled vehicles were falsely identifying collision risks ahead of the vehicle that did  
12 not actually pose imminent risks for an accident.

13           61. Toyota also recalled several of its models due to a similar problem with  
14 its own autonomous braking system (which Toyota calls a “Pre-Collision System”  
15 or “PCS”).<sup>37</sup> Per a Toyota press release at the time, in the recalled “vehicles, under  
16 certain situations, the PCS (Pre-Collision System) could interpret a steel joint or  
17 plate in the roadway as an object that triggers PCS activation. If this occurs, the PCS  
18 warning buzzer sounds and the system may apply the service brake automatically.”  
19 Toyota, like Honda, acknowledged in the recall papers that “Unexpected braking  
20 could increase the risk of a crash.”

21           62. Ford, too, has issued a safety recall due to a false alarms plaguing the  
22 autonomous braking system in its trucks.<sup>38</sup> Ford initiated the recall after discovering  
23 that “its automatic braking system incorrectly senses that there’s another vehicle in  
24

25  
26 <sup>35</sup> <https://static.nhtsa.gov/odi/rcl/2015/RCRIT-15V301-5183.pdf>.

27 <sup>36</sup> <https://static.nhtsa.gov/odi/rcl/2015/RCONL-15V301-4918.pdf>.

28 <sup>37</sup> <https://www.autoblog.com/2015/11/04/toyota-recalls-pre-collision-system-on-avalon-and-es-models/>.

<sup>38</sup> <https://money.cnn.com/2015/09/30/autos/ford-recall-f-150/index.html>.

1 its lane,” and would then “hit the brakes.”<sup>39</sup> Ford said at the time that it was aware  
2 of at least one potential collision that resulted.

3 **Honda’s concealment of the Defect and its refusal to warn owners and lessees**

4 63. Despite its knowledge that the Defect in Class Vehicles endangers  
5 drivers, passengers, and others on the road, Honda continues to conceal the Defect  
6 from drivers and potential customers alike. Honda has not warned consumers at the  
7 point of sale or lease (nor instructed its dealerships to do so) and has made no effort  
8 to alert drivers to the risk. As a result, consumers are unaware that they are driving  
9 unsafe vehicles and are deprived of the right to make informed purchasing decisions  
10 taking into account the available information about the Defect.

11 64. As Honda knows, the Defect is not reasonably discoverable by  
12 consumers unless they experience it firsthand and thus are exposed to the attendant  
13 safety risks.

14 65. While vehicles with similar defects have been the subject of voluntary  
15 safety recalls—which by law requires notification to owners of lessees of the danger  
16 and which typically also entail repairs to eliminate the danger —Honda continues to  
17 profit from the sale and lease of defective vehicles to unwitting consumers and  
18 continues to fail to satisfactorily repair the Class Vehicles, including those that  
19 remain within warranty.

20 66. Given the severity and the safety risks posed by the Defect, Honda  
21 either should not have sold or leased Plaintiffs and class members their vehicles or it  
22 should have prominently disclosed—both in a written disclosure to be  
23 acknowledged in writing by Plaintiffs and class members and through an oral  
24 disclosure to be given by Honda’s authorized dealerships—that the vehicles’  
25 autonomous braking systems are defective and may malfunction including by  
26 abruptly braking when there is otherwise no risk of a collision.

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27  
28 <sup>39</sup> *Id.*



1           67. An order enjoining Honda and requiring it to reform its conduct would  
2 provide substantial benefits to Plaintiffs and other members of the classes and would  
3 help them avoid future harm for the following reasons:

- 4           a. First, multiple Plaintiffs intend to buy or lease additional vehicles in the  
5 future including potentially another Honda vehicle equipped with  
6 Honda Sensing, but Plaintiffs are concerned that they will not know  
7 which (if any) of those vehicles is free from the Defect. An injunction  
8 compelling Honda to disclose its knowledge of the Defect at the point of  
9 sale and lease to consumers would thus prevent the same sort of harm  
10 that has already occurred, through which Plaintiffs and class members  
11 purchased and leased defective Class Vehicles that they would not  
12 otherwise have purchased at prices they would not otherwise have paid,  
13 and are then subject to risk of personal injury due to the Defect; and  
14           b. Second, each Plaintiff continues to own or lease their Class Vehicle, so  
15 the continued existence of the Defect endangers Plaintiffs and family  
16 members, friends, or others who ride in the vehicle (as well as others on  
17 the road around them). An injunction could order Honda, among other  
18 things, to (i) deactivate or remove Honda Sensing from the vehicles until  
19 it can be modified to perform safely; (ii) enable drivers to deactivate  
20 Honda Sensing (or subsystems within it, such as CMBS) indefinitely  
21 (rather than having to do so each time the engine is started); (iii) replace  
22 Honda Sensing with a suitable and safe alternative system; (iv) disclose  
23 Honda's full understanding of the Defect including the contexts or  
24 settings in which Honda Sensing is most likely to malfunction, so that  
25 Plaintiffs and other class members can either seek to avoid those  
26 situations or deactivate Honda Sensing at times of heightened risk; and  
27 (v) reform its warranty, in a manner deemed to be appropriate by the  
28 Court, to ensure the Defect can be repaired at no cost in all Class

1 Vehicles and that Plaintiffs and all class members receive notice of that  
2 fact.

3 68. In the alternative to those claims seeking remedies at law, Plaintiffs  
4 allege that there is no plain, adequate, and complete remedy that exists at law to  
5 address Honda's unlawful conduct. Therefore, Plaintiffs and class members are  
6 entitled to equitable relief including an order enjoining Honda's wrongful conduct  
7 (as well as restitution and disgorgement).

8 **Plaintiffs' Experiences**

9 **Matthew Villanueva (California)**

10 69. Matthew Villanueva purchased a new 2018 Honda Accord in  
11 approximately January 2018, from Selma Honda, an authorized Honda dealership  
12 located in Selma, California. Mr. Villanueva's vehicle was equipped with Honda  
13 Sensing. Mr. Villanueva researched the vehicle online, including on Honda's  
14 website, and also spoke with dealership personnel about the vehicle before making  
15 his purchase.

16 70. About six months after purchase, when the vehicle had about 15,000  
17 miles on the odometer, Mr. Villanueva was driving when the Accord suddenly  
18 applied the brakes without warning on the freeway with no vehicles or objects  
19 directly in front of him. The Accord has applied the brakes without warning several  
20 other times since the initial incident.

21 71. Shortly after filing his original lawsuit, Mr. Villanueva conducted a joint  
22 inspection of his vehicle with Honda. Following the inspection, Mr. Villanueva  
23 asked dealership personnel whether they could repair his vehicle, but they responded  
24 that no repair was recommended.

25 72. Had Honda adequately disclosed the Defect, Mr. Villanueva would not  
26 have purchased his vehicle, or he would have paid substantially less for it.

27 73. Mr. Villanueva intends to buy or lease new vehicles again in the future  
28 and would consider another Honda model equipped with Honda Sensing, but he is

1 concerned that Honda would again conceal a known defect affecting that system.  
2 An injunction requiring Honda to disclose its knowledge of the Defect would  
3 therefore benefit Mr. Villanueva.

4 **Roxana Cardenas (California)**

5 74. Plaintiff Roxana Cardenas purchased a new 2018 Honda CR-V in or  
6 around December 2018 from Fontana Rock Honda, an authorized Honda  
7 dealership located in Fontana, California. Ms. Cardenas' vehicle was equipped with  
8 Honda Sensing. Ms. Cardenas researched the vehicle online, including on Honda's  
9 website, and read about the Honda Sensing system.

10 75. In or about February 2022, Ms. Cardenas' CR-V suddenly applied the  
11 brakes without warning or justification. No vehicles or objects were in front of the  
12 vehicle nor was there any other reason that the car needed to brake abruptly.

13 76. Ms. Cardenas has since learned that other drivers have reported the  
14 same problem but have been told by Honda or its dealers that no repair is available.  
15 Although she continues to drive her vehicle because she is not in a position to  
16 purchase a new vehicle at this time, she remains concerned that problems with the  
17 Honda Sensing system will re-occur.

18 77. Had Honda adequately disclosed the Defect, Ms. Cardenas would not  
19 have purchased her vehicle, or would have paid substantially less for it.

20 78. Ms. Cardenas intends to buy or lease new vehicles again in the future  
21 and would consider another Honda model equipped with Honda Sensing, but she is  
22 concerned that Honda would again conceal a known defect affecting that system.  
23 An injunction requiring Honda to disclose its knowledge of the Defect would  
24 therefore benefit Ms. Cardenas.

25 **Robert Morse (Arizona)**

26 79. On March 8, 2019, Mr. Morse purchased a new 2019 Honda CR-V  
27 equipped with Honda Sensing from Bell Honda of Phoenix, an authorized  
28 dealership of Honda.

1           80. Before his purchase, Mr. Morse researched his vehicle extensively for  
2 approximately eight months. During this period Mr. Morse reviewed, *inter alia*, the  
3 2019 CR-V on Honda’s website; numerous online reviews and feature explanations  
4 discussing Honda Sensing; numerous official Honda videos on You Tube explaining  
5 Honda Sensing’s functionality; dealer-specific videos discussing Honda Sensing;  
6 and, a Honda brochure concerning the 2019 CR-V and other Honda Vehicles. Mr.  
7 Morse also spoke with the dealer sales representative about the vehicle, inspected  
8 the Monroney sticker posted on the side of the vehicle and test drove the vehicle.  
9 Mr. Morse was never informed by the dealer sales representative or any of the  
10 materials that he reviewed that his vehicle suffered from the Honda Sensing Defect  
11 and relied upon this fact in purchasing his vehicle.

12           81. After taking possession of his CR-V, Mr. Morse experienced the Honda  
13 Sensing Defect when operating his vehicle.

14           82. Specifically, on October 20, 2019, Mr. Morse was driving his vehicle at  
15 a speed of approximately 40 mph when his car suddenly engaged its brakes and  
16 slammed to a near-stop, without any traffic or obstruction in his vicinity.

17           83. Alarmed by this hazardous situation, the next day, Mr. Morse took his  
18 vehicle to Bell Honda of Phoenix—where Mr. Morse had purchased his vehicle—for  
19 service and repair of the Defect.

20           84. Bell Honda noted the complaint as: “customer states yesterday he was  
21 driving 40 mph on a road that had no cars or anything in front of it. The car  
22 slammed on the brakes to a dead stop by itself and brake light showed on the dash.”

23           85. Consistent with the experience of other Plaintiffs, Bell Honda stated that  
24 it was unable to duplicate the concern and could not detect any errors, and verified  
25 with the “Honda tech line” that Honda claimed not to know of any problem or have  
26 any resolution to Mr. Morse’s complaint.

27           86. On October 27, 2019, Mr. Morse was again driving his vehicle in clear  
28 and unobstructed conditions when his car suddenly engaged its brakes and slammed

1 to a near-stop, without any traffic obstruction in his vicinity.

2 87. The next day, Mr. Morse took his vehicle to a different dealership,  
3 Arrowhead Honda of Peoria, to see if that dealership had a solution for the Defect.

4 88. Arrowhead Honda noted Mr. Morse's complaint as: "customer states ...  
5 sunny day between 50-55 mph cmbs activated and brakes vehicle with no collision  
6 pending, closet vehicle 100 yds away no cars to side either."

7 89. Two days later, on October 30, 2019, Mr. Morse was again driving his  
8 vehicle in clear and unobstructed conditions at approximately 50 mph when his car  
9 suddenly engaged its brakes and slammed to a near-stop, without any traffic or  
10 obstruction in his vicinity.

11 90. The following day, Mr. Morse brought his vehicle to yet another  
12 dealership, Surprise Honda of Surprise, AZ, to see if that dealership had a solution  
13 for the Defect.

14 91. Surprise Honda noted Mr. Morse's complaint as: "customer states on  
15 several occasions while drive [sic] any where [sic] from 40 mph to 55 mph the cmbs  
16 emergency braking system will activate for no reason he can figure out. The car will  
17 come to almost to a complete stop. The road each time was clear [sic] of cars in  
18 front or on side of vel [sic] weather was dry and no road construction. No direct sun  
19 light toward vel [sic] as well. No cruise [sic] control turned on at all."

20 92. Yet again, a Honda dealership – this time Surprise Honda – had no  
21 solution for the Defect and could not duplicate the problem.

22 93. To this day, despite his repeated attempts to repair the Defect, Mr.  
23 Morse's 2019 Honda CR-V continues to suffer from the Defect, placing him at  
24 heightened risk of an accident.

25 94. Had Mr. Morse been made aware of the Defect before he purchased his  
26 vehicle, he either would not have purchased his vehicle, or he would have paid  
27 substantially less for it.

28 95. Mr. Morse intends to buy or lease new vehicles again in the future and

1 would consider another Honda model equipped with Honda Sensing, but he is  
2 concerned that Honda would again conceal a known defect affecting that system.  
3 An injunction requiring Honda to disclose its knowledge of the Defect would  
4 therefore benefit Mr. Morse.

5 **James Adams (Florida)**

6 96. Plaintiff James Adams purchased a new 2018 Honda Accord equipped  
7 with Honda Sensing from Hendrick Honda in Bradenton Florida, in approximately  
8 late 2018. Before his purchase, Mr. Adams spoke with the dealer sales representative  
9 about the vehicle, inspected the Monroney sticker posted on the side of the vehicle,  
10 and test drove the vehicle. Mr. Adams was never informed by the dealer sales  
11 representative that his vehicle suffered from the Honda Sensing Defect and relied  
12 upon this fact in purchasing his vehicle. Had Mr. Adams been informed that his  
13 vehicle suffered from the Honda Sensing Defect, he would not have purchased it.

14 97. Within a few months after purchasing his vehicle, Mr. Adams began to  
15 experience the Honda Sensing Defect. Mr. Adams was driving his vehicle around a  
16 curve on the freeway when his vehicle braked suddenly and without warning.  
17 Because of this abrupt braking Mr. Adams was nearly hit by a vehicle driving behind  
18 him. Mr. Adams called Hendrick Honda and told them about the incident. After a  
19 few attempts, a service representative at Hendrick Honda called him and advised  
20 him to turn his vehicle on and off and this would resolve the problem. Mr. Adams  
21 did as he was advised but, that did not resolve the Honda Sensing Defect.

22 98. Since then, Mr. Adams has continued to experience the Honda Sensing  
23 Defect at least six more times. On multiple occasions Mr. Adams vehicle braked  
24 suddenly, and for no apparent reason.

25 99. At all times, Mr. Adams has driven his vehicle in a foreseeable manner  
26 and in the manner in which it was intended to be used.

27 100. Had Honda adequately disclosed the defect, Mr. Adams would not have  
28 purchased his vehicle, or he would have paid substantially less for it. His vehicle

1 remains within the scope of Honda's new vehicle limited warranty.

2 101. Mr. Adams intends to buy or lease new vehicles again in the future and  
3 would consider another Honda model equipped with Honda Sensing, but he is  
4 concerned that Honda would again conceal a known defect affecting that system.  
5 An injunction requiring Honda to disclose its knowledge of the Defect would  
6 therefore benefit Mr. Adams.

7 **Larry Fain (Iowa)**

8 102. Larry Fain purchased a new 2017 Honda CR-V in or around May  
9 2017, from Community Honda, an authorized Honda dealership located in Cedar  
10 Falls, Iowa. Mr. Fain's vehicle was equipped with Honda Sensing. Mr. Fain  
11 researched the vehicle online, including on Honda's website and also spoke with  
12 dealership personnel about the vehicle before making his purchase.

13 103. While driving his vehicle, Mr. Fain's CR-V has suddenly applied the  
14 brakes without warning or justification. No vehicles or objects were in front of the  
15 vehicle nor was there any other reason that the car needed to brake abruptly.

16 104. Mr. Fain contacted Honda who claimed not to have heard of the issue  
17 before.

18 105. Mr. Fain has since learned that other drivers have reported the same  
19 problem but have been told by Honda or its dealers that no repair is available.  
20 Although he continues to drive his vehicle because he is not in a position to  
21 purchase a new vehicle at this time, he remains concerned that problems with the  
22 Honda Sensing system will re-occur.

23 106. Had Honda adequately disclosed the defect, Mr. Fain would not have  
24 purchased his vehicle.

25 107. Mr. Fain intends to buy or lease new vehicles again in the future and  
26 would consider another Honda model equipped with Honda Sensing, but he is  
27 concerned that Honda would again conceal a known defect affecting that system.  
28 An injunction requiring Honda to disclose its knowledge of the Defect would

1 therefore benefit Mr. Fain.

2 **Joseph Russell (Massachusetts)**

3 108. Plaintiff Joseph Russell purchased a new 2018 Honda CR-V from  
4 Atamian Honda in Tewksbury, Massachusetts, in or about December 2017. Before  
5 his purchase, Mr. Russell spoke with the dealer sales representative about the  
6 vehicle, inspected the Monroney sticker posted on the side of the vehicle, and test  
7 drove the vehicle. Mr. Russell was never informed by the dealer sales representative  
8 that his vehicle suffered from the Honda Sensing Defect and also relied upon this  
9 fact in purchasing his vehicle. Had Mr. Russell been informed that his vehicle  
10 suffered from the Honda Sensing Defect, he would not have purchased it. In fact,  
11 Mr. Russell purchased his vehicle, in part, because it had the CMBS system.

12 109. Within the first year of ownership, in 2018, Mr. Russell began to  
13 experience the Honda Sensing Defect. Mr. Russell was driving his vehicle at a speed  
14 of approximately 50 mph on Massachusetts Route 3 in clear and unobstructed  
15 conditions when his vehicle suddenly engaged its brakes and slammed to a near-  
16 stop, with the warning message “BRAKE” flashing in the driver information  
17 interface. The “BRAKE” warning message was coupled with an audible beeping  
18 sound.

19 110. Mr. Russell contacted Atamian Honda following that incident, who  
20 explained that the CMBS system may have engaged because of the recent snowfall.

21 111. Then, on September 5, 2020, Mr. Russell was driving his vehicle at a  
22 speed of approximately 35 mph on Massachusetts Route 114 in clear and  
23 unobstructed conditions when his vehicle for a second time suddenly engaged its  
24 brakes and slammed to a near-stop, with the warning message “BRAKE” flashing  
25 in the driver information interface. The “BRAKE” warning message was coupled  
26 with an audible beeping sound. Because of this abrupt braking Mr. Russell was  
27 nearly hit by a vehicle driving behind him.

28 112. Alarmed, Mr. Russell took his vehicle to Atamian Honda to complain of



1 the problems he was experiencing.

2 113. Atamian Honda inspected the vehicle, stated that it was unable to  
3 duplicate the concern, stated that it could not detect any errors, and claimed not to  
4 know of any problem or have any resolution to Mr. Russell's complaint.

5 114. Had Mr. Russell been made aware of the Defect before purchasing his  
6 vehicle, he would not have purchased it.

7 115. Mr. Russell intends to buy or lease new vehicles again in the future and  
8 would consider another Honda model equipped with Honda Sensing, but he is  
9 concerned that Honda would again conceal a known defect affecting that system.  
10 An injunction requiring Honda to disclose its knowledge of the Defect would  
11 therefore benefit Mr. Russell.

12 **Peter Watson (New York)**

13 116. Plaintiff Peter Watson is a New York citizen who lives in Huntington  
14 Station, New York. Mr. Watson purchased a new 2018 Honda CR-V equipped with  
15 Honda Sensing from Huntington Honda in Huntington Station, New York, in or  
16 about September, 2018. Before his purchase, Mr. Watson spoke with the dealer sales  
17 representative about the vehicle, inspected the Monroney sticker posted on the side  
18 of the vehicle, and test drove the vehicle. Mr. Watson was never informed by the  
19 dealer sales representative that his vehicle suffered from the Honda Sensing Defect  
20 and relied upon this fact in purchasing his vehicle. Had Mr. Watson been informed  
21 that his vehicle suffered from the Honda Sensing Defect, he would not have  
22 purchased it. Mr. Watson's vehicle was designed, manufactured, sold, distributed,  
23 advertised, marketed and warranted by Honda.

24 117. In or about September of 2019, Mr. Watson's wife (the vehicle's  
25 primary driver) experienced the Honda Sensing Defect. The vehicle was being  
26 driven down a road when it braked suddenly, coming to a near stop. This sudden  
27 braking occurred when there were no vehicles close by. The vehicle was taken to  
28 Honda City in Bethpage, New York, and the service representative checked the

1 vehicle but claimed there was nothing wrong with it. Following this visit, Mr.  
2 Watson's vehicle continued to experience the Honda Sensing Defect requiring.

3 118. At all times, Mr. Watson's vehicle has been driven vehicle in a  
4 foreseeable manner and in the manner in which it was intended to be used.

5 119. Mr. Watson intends to buy or lease new vehicles again in the future  
6 and would consider another Honda model equipped with Honda Sensing, but he is  
7 concerned that Honda would again conceal a known defect affecting that system.  
8 An injunction requiring Honda to disclose its knowledge of the Defect would  
9 therefore benefit Mr. Watson.

10 **Susan McGrath (New Jersey)**

11 120. Susan McGrath purchased a new 2018 Honda CR-V in or around  
12 August 2018, from Honda of Freehold, an authorized Honda dealership located in  
13 Freehold, New Jersey. Ms. McGrath's vehicle was equipped with Honda Sensing.  
14 Ms. McGrath researched the vehicle online, including on Honda's website, and also  
15 spoke with dealership personnel about the vehicle before making her purchase.

16 121. In or about March 2022, Ms. McGrath was driving her Honda CR-V  
17 on the highway when it suddenly braked without warning or justification. No  
18 vehicles or objects were in front of the vehicle nor was there any other reason that  
19 the car needed to brake abruptly.

20 122. Ms. McGrath has since learned that other drivers have reported the  
21 same problem but have been told by Honda or its dealers that no repair is available.  
22 Although she continues to drive her vehicle, she remains concerned that problems  
23 with the Honda Sensing system will re-occur.

24 123. Had Honda adequately disclosed the Defect, Ms. McGrath would not  
25 have purchased her vehicle, or would have paid substantially less for it.

26 124. Ms. McGrath intends to buy or lease new vehicles again in the future  
27 and would consider another Honda model equipped with Honda Sensing, but she is  
28 concerned that Honda would again conceal a known defect affecting that system.

1 An injunction requiring Honda to disclose its knowledge of the Defect would  
2 therefore benefit Ms. McGrath.

3 **Ann Hensley (North Carolina)**

4 125. Plaintiff Ann Hensley purchased a new 2018 Honda CR-V equipped  
5 with Honda Sensing from Apple Tree Honda, in Fletcher, North Carolina, in or  
6 about December of 2018. Before her purchase, Ms. Hensley spoke with the dealer  
7 sales representative about the vehicle, inspected the Monroney sticker posted on the  
8 side of the vehicle, and test drove the vehicle. Ms. Hensley was never informed by  
9 the dealer sales representative that her vehicle suffered from Honda Sensing Defect  
10 and relied upon this fact in purchasing her vehicle. Had Ms. Hensley been informed  
11 that her vehicle suffered from the Honda Sensing Defect, she would not have  
12 purchased it. Ms. Hensley's vehicle was designed, manufactured, sold, distributed,  
13 advertised, marketed and warranted by Honda.

14 126. In or about July of 2020, with 11,664 miles on her odometer, Ms.  
15 Hensley was driving her vehicle about 30-40 m.p.h. when she experienced the  
16 Honda Sensing Defect. The vehicle's CMBS activated suddenly, and without  
17 warning, causing her vehicle to come to a complete stop. This sudden braking  
18 occurred when there were no vehicles close by. Ms. Hensley called Apple Tree  
19 Honda and explained what had happened to her and a service representative advised  
20 her to take her vehicle in to be inspected. She subsequently took her vehicle into  
21 Apple Tree Honda where a service representative inspected her vehicle and told her  
22 that her vehicle's CMBS was operating normally. Following this visit, Ms. Hensley's  
23 has not driven the vehicle because she does not believe it is safe to drive.

24 127. At all times, Ms. Hensley has driven her vehicle in a foreseeable  
25 manner and in the manner in which it was intended to be used. Ms. Hensley intends  
26 to buy or lease new vehicles again in the future and would consider another Honda  
27 model equipped with Honda Sensing, but she is concerned that Honda would again  
28 conceal a known defect affecting that system. An injunction requiring Honda to

1 disclose its knowledge of the Defect would therefore benefit Ms. Hensley.

2 **Craig DuTremble (North Carolina)**

3 128. Plaintiff Craig DuTremble purchased a new 2018 Honda Accord from  
4 Hendrick Honda in Hickory, North Carolina, in or about December 2018. Before  
5 his purchase, Mr. DuTremble spoke with the dealer sales representative about the  
6 vehicle, inspected the Monroney sticker posted on the side of the vehicle, and test  
7 drove the vehicle. Mr. DuTremble was never informed by the dealer sales  
8 representative that his vehicle suffered from the Honda Sensing Defect and relied  
9 upon this fact in purchasing his vehicle. Had Mr. DuTremble been informed that his  
10 vehicle suffered from the Honda Sensing Defect, he would not have purchased it.

11 129. Shortly after purchasing his vehicle, Mr. DuTremble began to  
12 experience the Honda Sensing Defect. On multiple occasions Mr. DuTremble's  
13 vehicle braked suddenly for no apparent reason. By way of example, in April of  
14 2019, Mr. DuTremble was returning from a road trip to Washington D.C., and  
15 while driving on the freeway his vehicle braked abruptly with no other vehicles  
16 nearby. Mr. DuTremble has taken his vehicle to a Hendrick Honda multiple times to  
17 complain about the Honda Sensing Defect, but the service representatives told him  
18 there was nothing wrong with his vehicle and has performed no repairs or software  
19 upgrades.

20 130. At all times, Mr. DuTremble has driven his vehicle in a foreseeable  
21 manner and in the manner in which it was intended to be used.

22 131. Mr. DuTremble intends to buy or lease new vehicles again in the future  
23 and would consider another Honda model equipped with Honda Sensing, but he is  
24 concerned that Honda would again conceal a known defect affecting that system.  
25 An injunction requiring Honda to disclose its knowledge of the Defect would  
26 therefore benefit Mr. DuTremble.

27 **Vincent Liem (Ohio)**

28 132. Plaintiff Vincent Liem purchased a new 2017 Honda CR-V equipped

1 with Honda Sensing from Jay Honda in Bedford, Ohio, in or about December of  
2 2017. Prior to purchase, Mr. Liem spoke with the dealer sales representative about  
3 the vehicle, inspected the Monroney sticker posted on the side of the vehicle, and  
4 test drove the vehicle. Mr. Liem was never informed by the dealer sales  
5 representative that his vehicle suffered from the Honda Sensing Defect and also  
6 relied upon this fact in purchasing his vehicle. Had Mr. Liem been informed that his  
7 vehicle suffered from the Honda Sensing Defect, he would not have purchased it.  
8 Mr. Liem's vehicle was designed, manufactured, sold, distributed, advertised,  
9 marketed and warranted by Honda.

10 133. In or about October 2019, the vehicle's brakes abruptly engaged with  
11 no warning while driving on a road that had a metal plate on the ground. The  
12 vehicle was promptly taken into Jay Honda in Bedford, Ohio, and the service  
13 representative was informed of the problem. Service representatives inspected the  
14 vehicle and claimed the problem was from dust on the front millimeter wave radar,  
15 which they cleaned off. However, Mr. Liem's vehicle continued to experience the  
16 Honda Sensing Defect. Around the end of December 2019, the vehicle braked again  
17 without warning while being driven over a metal grate. Mr. Liem's wife complained  
18 to the dealer and was told by the manager that this was new technology and there  
19 was nothing that could be done but to dust off the millimeter wave-radar, and that  
20 she needed to contact Honda. Ms. Liem opened a case with Honda and made  
21 multiple requests for corrective action, but was offered no remedy. Since then, Mr.  
22 Liem's vehicle continues to suffer from the Honda Sensing Defect.

23 134. At all times, Mr. Liem has driven his vehicle in a foreseeable manner  
24 and in the manner in which it was intended to be used.

25 135. Mr. Liem intends to buy or lease new vehicles again in the future and  
26 would consider another Honda model equipped with Honda Sensing, but he is  
27 concerned that Honda would again conceal a known defect affecting that system.  
28 An injunction requiring Honda to disclose its knowledge of the Defect would

1 therefore benefit Mr. Lien.

2 **CLASS ACTION ALLEGATIONS**

3 136. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiffs  
4 bring this action on behalf of themselves and the following proposed classes, within  
5 which the term “Class Vehicle” is defined to include the 2017-2019 model year  
6 Honda CR-V vehicle and 2018-2020 model year Accords.

7 **California Class:**

8 *All persons who purchased a new Class Vehicle from a Honda-authorized dealership in*  
9 *California.*

10 **Arizona Class:**

11 *All persons who purchased a new Class Vehicle from a Honda-authorized dealership in*  
12 *Arizona.*

13 **Florida Class:**

14 *All persons who purchased a new Class Vehicle from a Honda-authorized dealership in*  
15 *Florida*

16 **Iowa Class:**

17 *All persons who purchased a new Class Vehicle from a Honda-authorized dealership in*  
18 *Iowa.*

19 **Massachusetts Class:**

20 *All persons who purchased a new Class Vehicle from a Honda-authorized dealership in*  
21 *Massachusetts.*

22 **New York Class:**

23 *All persons who purchased a new Class Vehicle from a Honda-authorized dealership in*  
24 *New York.*

25 **New Jersey Class:**

26 *All persons who purchased a new Class Vehicle from a Honda-authorized dealership in*  
27 *New Jersey*

28

1           North Carolina Class:

2           *All persons who purchased a new Class Vehicle from a Honda-authorized dealership in*  
3 *North Carolina.*

4           Ohio Class:

5           *All persons who purchased a new Class Vehicle from a Honda-authorized dealership in*  
6 *Ohio.*

7           137. Excluded from the proposed classes are claims for personal injury,  
8 property damage, or subrogation; Honda Motor Company and American Honda  
9 Motor Company (“Honda”); any affiliate, parent, or subsidiary of Honda; any entity  
10 in which Honda has a controlling interest; any officer, director, or employee of  
11 Honda; any successor or assign of Honda; anyone employed by counsel in this  
12 action; any judge to whom this case is assigned, his or her spouse; members of the  
13 judge’s staff as defined in Canon 3C(3)(a) of the Code of Conduct for United States  
14 Judges; and anyone who purchased a Class Vehicle for the purpose of resale.

15           138. The above proposed class definitions suffice because they use objective  
16 characteristics; class membership turns on objective criteria including whether  
17 someone bought or leased a Class Vehicle in a particular state. Documents  
18 identifying who purchased and leased Class Vehicles, and where, are in Defendant’s  
19 possession, custody, and control.

20           139. **Numerosity.** Honda sold many thousands of Class Vehicles, including  
21 a substantial number in California, Arizona, Florida, Iowa, Massachusetts, New  
22 York, New Jersey, North Carolina, and Ohio. Members of the proposed classes  
23 likely number in the thousands and are thus too numerous to practically join in a  
24 single action. Class members may be notified of the pendency of this action by mail,  
25 supplemented by published notice (if deemed necessary or appropriate by the  
26 Court).

27           140. **Commonality and Predominance.** Common questions of law and fact  
28 exist as to all proposed members of the classes and predominate over questions

1 affecting only individual class members. These common questions include:

- 2 a. Whether Honda knew or should have known of the Defect, and if
- 3 so, when it discovered the Defect;
- 4 b. Whether knowledge of the Defect would be important to a
- 5 reasonable person, because, among other things, it poses an
- 6 unreasonable safety hazard and impacts the central functionality
- 7 of Class Vehicles;
- 8 c. Whether Honda failed to disclose and concealed the existence of
- 9 the Defect from potential customers;
- 10 d. Whether the Court may enter an injunction designed to reduce
- 11 the risk of future harm to Plaintiffs and class members as detailed
- 12 above;
- 13 e. Whether Honda's conduct, as alleged herein, violates the
- 14 consumer protection laws of California, Arizona, Florida, Iowa,
- 15 New York, New Jersey, and North Carolina;
- 16 f. Whether Honda negligently designed Class Vehicles;
- 17 g. Whether Honda has breached its implied warranty obligations;
- 18 and
- 19 h. Whether Honda's conduct, as alleged herein, entitles Plaintiffs
- 20 and the proposed classes they represent to restitution or damages.

21 141. **Typicality.** Plaintiffs' claims are typical of the claims of the proposed  
22 classes. Plaintiffs and the members of the proposed classes all purchased or leased  
23 Class Vehicles with the same Defect, giving rise to substantially the same claims. As  
24 illustrated by class member complaints, some of which have been excerpted above,  
25 each vehicle model included in the proposed class definitions has suffered from the  
26 same Defect that Plaintiffs are complaining about.

27 142. **Adequacy.** Plaintiffs are adequate representatives of the proposed  
28 classes because their interests do not conflict with the interests of the members of the



1 classes they seek to represent. Plaintiffs have retained counsel who are competent  
2 and experienced in complex class action litigation, and who will prosecute this  
3 action vigorously on class members' behalf.

4 143. **Superiority.** A class action is superior to other available means for the  
5 fair and efficient adjudication of this dispute. The injury suffered by each class  
6 member, while meaningful on an individual basis, is not of such magnitude as to  
7 make the prosecution of individual actions against Honda economically feasible.  
8 Even if class members themselves could afford such individualized litigation, the  
9 court system could not. In addition to the burden and expense of managing many  
10 actions arising from the Defect, individualized litigation presents a potential for  
11 inconsistent or contradictory judgments. Individualized litigation increases the delay  
12 and expense to all parties and the court system presented by the legal and factual  
13 issues of the case. By contrast, a class action presents far fewer management  
14 difficulties and provides the benefits of single adjudication, economy of scale, and  
15 comprehensive supervision by a single court.

16 144. In the alternative, the proposed classes may be certified because:

- 17 a. the prosecution of separate actions by the individual members of  
18 the proposed classes would create a risk of inconsistent  
19 adjudications, which could establish incompatible standards of  
20 conduct for Honda;
- 21 b. the prosecution of individual actions could result in  
22 adjudications, which as a practical matter, would be dispositive  
23 of the interests of non-party class members or which would  
24 substantially impair their ability to protect their interests; and
- 25 c. Honda has acted or refused to act on grounds generally  
26 applicable to the proposed classes, thereby making appropriate  
27 final and injunctive relief with respect to the members of the  
28 proposed classes as a whole.

1 **TOLLING OF STATUTES OF LIMITATIONS**

2 145. **Discovery Rule.** Plaintiffs' and class members' claims accrued upon  
3 discovery that their Class Vehicles were sold and leased with a known Defect. While  
4 Honda knew about, and concealed, the Defect, Plaintiffs and class members could  
5 not and did not discover this fact through reasonable diligent investigation until after  
6 they experienced it and learned that the problem was not isolated to their vehicle.

7 146. **Active Concealment Tolling.** Any statutes of limitations are tolled by  
8 Honda's knowing and active concealment of the fact that Class Vehicles suffer from  
9 an inherent Defect. Honda kept Plaintiffs and all class members ignorant of vital  
10 information essential to the pursuit of their claim, without any fault or lack of  
11 diligence on the part of Plaintiffs. The details of Honda's efforts to conceal its above-  
12 described unlawful conduct are in its possession, custody, and control, to the  
13 exclusion of Plaintiffs and class members, and await discovery. Plaintiffs could not  
14 reasonably have discovered the Defect on their own.

15 147. **Estoppel.** Honda was and is under a continuous duty to disclose to  
16 Plaintiffs and all class members the true character, quality, and nature of the Class  
17 Vehicles. At all relevant times, and continuing to this day, Honda knowingly,  
18 affirmatively, and actively concealed the true character, quality, and nature of the  
19 Class Vehicles. The details of Honda's efforts to conceal its above-described  
20 unlawful conduct are in its possession, custody, and control, to the exclusion of  
21 Plaintiffs and class members, and await discovery. Plaintiffs reasonably relied upon  
22 Honda's active concealment. Based on the foregoing, Honda is estopped from  
23 relying upon any statutes of limitation in defense of this action.

24 148. **Equitable Tolling.** Honda took active steps to conceal the fact that it  
25 wrongfully, improperly, illegally, and repeatedly manufactured, marketed,  
26 distributed, sold, and leased Class Vehicles with a known Defect. The details of  
27 Honda's efforts to conceal its above-described unlawful conduct are in its  
28 possession, custody, and control, to the exclusion of Plaintiffs and class members,

1 and await discovery. When Plaintiffs learned about this material information, they  
2 exercised due diligence by thoroughly investigating the situation, retaining counsel,  
3 and pursuing their claims. Honda fraudulently concealed its above-described  
4 wrongful acts. Should such tolling be necessary, therefore, all applicable statutes of  
5 limitation are tolled under the doctrine of equitable tolling.

6 **FIRST CAUSE OF ACTION**<sup>40</sup>

7 **Unlawful, Unfair, and Fraudulent Business Practices,**

8 **Cal. Bus. & Prof. Code § 17200, et seq.**

9 **(Plaintiffs Villanueva, and Cardenas on behalf of the proposed California Class)**

10 149. Plaintiffs Villanueva and Cardenas re-allege the paragraphs above as if  
11 fully set forth herein.

12 150. Honda has violated and continues to violate California’s Unfair  
13 Competition Law, Cal. Bus. & Prof. Code § 17200, et seq., which prohibits unlawful,  
14 unfair, and fraudulent business acts or practices.

15 151. Honda’s acts and practices, as alleged in this complaint, constitute  
16 unlawful, unfair, and fraudulent business practices, in violation of the Unfair  
17 Competition Law. In particular, Honda sold vehicles to class members despite  
18 knowing of a safety Defect in the vehicles, failing to disclose its knowledge of the  
19 Defect and its attendant risks at the point of sale or otherwise.

20 152. Honda’s business acts and practices are unlawful in that they violate  
21 the Consumers Legal Remedies Act, Cal. Civil Code § 1750, et seq. and the Song-  
22 Beverly Consumer Warranty Act for Breach of Implied Warranty, Cal. Civ. Code §  
23 1790, et seq., for the reasons set forth below.

24  
25  
26  
27 <sup>40</sup> Plaintiffs have removed certain claims dismissed with prejudice by the Court’s  
28 order, but do not intend this pleading to waive any right to preserve those claims for appeal.

1           153. Honda’s acts and practices also constitute fraudulent practices in that  
2 they are likely to deceive a reasonable consumer. As described above, Honda  
3 knowingly conceals and fails to disclose at the point of sale and otherwise that the  
4 Class Vehicles have a Defect, endangering the personal safety of drivers and  
5 passengers and detracting from the central functionality of the vehicles. As Honda  
6 knew, had it disclosed this fact, Plaintiffs, class members, and reasonable consumers  
7 would not have purchased Class Vehicles or would have paid significantly less for  
8 them, and Honda thus concealed the Defect with the intent to profit from its  
9 nondisclosure. Furthermore, Honda claims to be unable or unwilling to adequately  
10 repair the vehicles so as to eliminate the Defect.

11           154. Honda’s conduct also constitutes unfair business practices for at least  
12 the following reasons:

- 13           a. The gravity of harm to Plaintiffs and the proposed California  
14 Class from Honda’s acts and practices far outweighs any  
15 legitimate utility of that conduct;
- 16           b. Honda’s conduct is immoral, unethical, oppressive, unscrupulous,  
17 or substantially injurious to Plaintiffs and the members of the  
18 proposed California Class; and
- 19           c. Honda’s conduct undermines or violates the stated policies  
20 underlying the Consumers Legal Remedies Act and the Song-  
21 Beverly Consumer Warranty Act—to protect consumers against  
22 unfair and sharp business practices and to promote a basic level of  
23 honesty and reliability in the marketplace.

24           155. As a direct and proximate result of Honda’s business practices,  
25 Plaintiffs and proposed class members suffered injury in fact and lost money or  
26 property, because they purchased and paid for vehicles that they otherwise would  
27 not have, or in the alternative, would have paid less for.

28

1 156. Plaintiffs and the proposed California Class are entitled to equitable  
2 relief, including the types of injunctive relief specified above, as well as restitution  
3 and disgorgement of the amounts Honda received as a result of its unfair, deceptive,  
4 and fraudulent practices.

5 157. In the alternative to those claims seeking remedies at law, Plaintiffs  
6 and members of the proposed California Class allege that there is no plain,  
7 adequate, and complete remedy that exists at law to address Honda's unlawful,  
8 unfair, and fraudulent practices. Therefore, Plaintiffs and members of the proposed  
9 California Class are entitled to equitable relief including an order enjoining Honda's  
10 wrongful conduct and restitution and disgorgement.

11 **SECOND CAUSE OF ACTION**

12 **Violation of the Consumers Legal Remedies Act,**

13 **Cal. Civ. Code § 1750, *et seq.***

14 **(Plaintiffs Villanueva and Cardenas on behalf of the proposed California Class)**

15 158. Plaintiffs Villanueva and Cardenas re-allege the paragraphs above as if  
16 fully set forth herein.

17 159. Honda is a "person" within the meaning of Civil Code §§ 1761(c) and  
18 1770 and has provided "goods" within the meaning of Civil Code §§ 1761(b) and  
19 1770.

20 160. Plaintiffs and members of the proposed California Class are  
21 "consumers" within the meaning of Civil Code §§ 1761(d) and 1770 and have  
22 engaged in a "transaction" within the meaning of Civil Code §§ 1761(e) and 1770.

23 161. Honda's acts and practices, which were intended to result and which  
24 did result in the sale of defective Class Vehicles, violate § 1770 of the Consumers  
25 Legal Remedies Act for at least the following reasons:

- 26 a. Honda represents that its vehicles had characteristics, uses, or  
27 benefits which they do not have;

28

- 1           b.     Honda advertises its goods with intent not to sell them as
- 2                     advertised;
- 3           c.     Honda represents that its vehicles are of a particular standard,
- 4                     quality, or grade when they are not;
- 5           d.     Honda represents that a transaction conferred or involved rights,
- 6                     remedies, or obligations which they do not;
- 7           e.     Honda represents that its goods have been supplied in accordance
- 8                     with a previous representation when they have not; and
- 9           f.     Honda fails to disclose and actively conceals material
- 10                    information.

11           162.    As described above, Honda sold and leased vehicles to class members  
12 with a known Defect that endangers drivers and materially detracts from the central  
13 functionality of the vehicles. Honda failed to disclose its knowledge of the Defect  
14 and its attendant risks at the point of sale or otherwise, realizing that warning about  
15 the Defect would dissuade class members from purchasing and leasing the vehicles.  
16 Furthermore, Honda claims to be unable or unwilling to adequately repair the  
17 vehicles so as to eliminate the Defect.

18           163.    Had Honda not concealed and instead adequately disclosed the  
19 Defect, Plaintiffs, members of the proposed class, and reasonable consumers would  
20 not have purchased or would have paid less for their vehicles.

21           164.    Pursuant to the provisions of Cal. Civ. Code § 1782(a), Plaintiffs sent a  
22 notice letter more than thirty days before filing this complaint to Defendant (on  
23 behalf of all members of the proposed class, including Plaintiffs) to provide Honda  
24 with the opportunity to correct its business practices.

25           165.    Pursuant to California Civil Code § 1780, Plaintiffs seek actual  
26 damages, punitive damages, reasonable attorney's fees and costs, and a declaration  
27 that Honda's conduct violates the Consumers Legal Remedies Act.

28

1 166. In the alternative to this or any other claim seeking remedies at law,  
2 Plaintiffs and members of the proposed California Class allege that there is no plain,  
3 adequate, and complete remedy that exists at law to address Honda's unlawful,  
4 unfair, and fraudulent practices. Therefore, Plaintiffs and members of the proposed  
5 California Class are entitled to equitable relief including an order enjoining Honda's  
6 wrongful conduct and restitution.

7 **THIRD CAUSE OF ACTION**

8 **Violation of Song-Beverly Consumer Warranty Act**

9 **for Breach of Implied Warranty, Cal. Civ. Code § 1790, et seq.**

10 **(Plaintiffs Villanueva and Cardenas on behalf of the proposed California Class)**

11 167. Plaintiffs Villanueva and Cardenas re-allege the paragraphs above as if  
12 fully set forth herein.

13 168. Class Vehicles are "consumer goods" and Plaintiffs and the proposed  
14 California Class are "buyers" within the meaning of Cal. Civ. Code § 1791. Honda  
15 is also a "manufacturer," "distributor," or "retail seller" under Cal. Civ. Code  
16 § 1791.

17 169. The implied warranty of merchantability included with the sale of  
18 each Class Vehicle means that Honda warranted that each Class Vehicle (a) would  
19 pass without objection in trade under the contract description; (b) was fit for the  
20 ordinary purposes for which the Class Vehicle would be used; and (c) conformed to  
21 the promises or affirmations of fact made on the container or label.

22 170. The Class Vehicles would not pass without objection in the  
23 automotive trade because they contain the above-described Defect, which also  
24 makes them unfit for the ordinary purpose for which a Class Vehicle would be used.

25 171. The Class Vehicles are not adequately labeled because their labeling  
26 fails to disclose the Defect and does not advise the members of the proposed  
27 California Class of the existence of the danger prior to experiencing failure firsthand.

28

1 172. Honda's actions have deprived Plaintiffs and the members of the  
2 proposed California Class of the benefit of their bargains and have caused Class  
3 Vehicles to be worth less than what Plaintiffs and other members of the proposed  
4 California Class paid.

5 173. As a direct and proximate result of Honda's breach of implied  
6 warranty, members of the proposed California Class received goods whose  
7 condition substantially impairs their value. Plaintiffs and members of the proposed  
8 California Class have been damaged by the diminished value of their Class Vehicles.

9 174. Under Cal. Civ. Code §§ 1791.1(d) and 1794, Plaintiffs and members  
10 of the proposed California Class are entitled to damages and other legal and  
11 equitable relief, including, at their election, the right to revoke acceptance of Class  
12 Vehicles or the overpayment or diminution in value of their Class Vehicles. They are  
13 also entitled to all incidental and consequential damages resulting from Honda's  
14 breach, as well as reasonable attorneys' fees and costs.

15 **Fourth Cause of Action**

16 **Violation of the Arizona Consumer Fraud Act ("ACFA"),**

17 **Ariz. Rev. Stat. § 44-1521, *et. seq.***

18 **(Plaintiff Robert Morse on behalf of the proposed Arizona Class)**

19 175. Plaintiff Robert Morse re-alleges the paragraphs above as if fully set  
20 forth herein.

21 176. Plaintiff Robert Morse brings this cause of action on behalf of himself  
22 and on behalf of the proposed Arizona Class.

23 177. Honda and Mr. Morse are "persons" as that term is defined in Ariz.  
24 Rev. Stat. § 44-152(6).

25 178. The Class Vehicles are "merchandise" within the meaning of Ariz.  
26 Rev. Stat. § 44-152(5).

27 179. The Arizona Consumer Fraud Act provides "[t]he act, use or  
28 employment of any person of any deception, deceptive act or practice, fraud, . . .



1 misrepresentation, or concealment, suppression or omission of any material fact  
2 with intent that others rely upon such concealment, suppression or omission, in  
3 connection with the sale ... of any merchandise whether or not any person has in  
4 fact been misled, deceived or damaged thereby, is declared to be an unlawful  
5 practice.” Ariz. Rev. Stat. § 44-1522(A).

6 180. In failing to disclose the Defect, Honda knowingly and intentionally  
7 concealed material facts and breached its duty not to do so, thereby engaging in  
8 deceptive acts or practices within the meaning of the ACFA.

9 181. Honda’s acts and practices, which were intended to result, and which  
10 did result, in the sale of defective Class Vehicles, violates the ACFA for at least the  
11 following reasons:

- 12 a. Honda represents that its vehicles had characteristics, uses, or  
13 benefits which they do not have;
- 14 b. Honda advertises its vehicles with intent not to sell them as  
15 advertised;
- 16 c. Honda represents that its vehicles are of a particular standard,  
17 quality, or grade when they are not;
- 18 d. Honda represents that a transaction conferred or involved rights,  
19 remedies, or obligations which they do not;
- 20 e. Honda represents that its vehicles have been supplied in  
21 accordance with a previous representation when they have not;  
22 and
- 23 f. Honda fails to disclose and conceals material information about  
24 its vehicles.

25 182. As described above, Honda sold and leased vehicles to class members  
26 with a known Defect that endangers drivers and materially detracts from the central  
27 functionality of the vehicles. Honda failed to disclose its knowledge of the Defect  
28 and its attendant risks at the point of sale or otherwise, realizing that warning about

1 the Defect would dissuade class members from purchasing and leading the vehicles.  
2 Furthermore, Honda claims to be unable or unwilling to adequately repair the  
3 vehicles so as to eliminate the Defect.

4 183. Had Honda not concealed and instead adequately disclosed the  
5 Defect, Plaintiffs, members of the proposed Arizona Class, and reasonable  
6 consumers would not have purchased or would have paid less for their vehicles.

7 184. Plaintiff also asserts a violation of public policy arising from Honda's  
8 withholding of material safety facts from consumers. Honda's violation of consumer  
9 protection and unfair competition laws resulted in harm to consumers.

10 185. Honda's deceptive acts or practices occurred repeatedly in Defendant's  
11 trade or business, and were capable of deceiving a substantial portion of the  
12 purchasing public.

13 186. As a direct and proximate result of Honda's deceptive acts or  
14 practices, Plaintiff and proposed Arizona Class Members have suffered and will  
15 continue to suffer actual damages. Since Honda's willful and knowing conduct  
16 caused injury to Plaintiff, Plaintiff seeks recovery of actual damages and any other  
17 just and proper relief available under Ariz. Rev. Stat. Ann. § 44-1533 or any other  
18 relevant section of the ACFA.

19 **Fifth Cause of Action**

20 **Breach of Implied Warranty, Ariz. Rev. Stat. § 47-2314 and 47-2A212**

21 **(Plaintiff Robert Morse on behalf of the proposed Arizona Class)**

22 187. Plaintiff Robert Morse re-alleges the paragraphs above as if fully set  
23 forth herein.

24 188. Plaintiff brings this cause of action on behalf of himself and on behalf  
25 of the proposed Arizona Class.

26 189. Class Vehicles are "goods" and Honda is a "seller" and "merchant"  
27 within the meaning of Ariz. Rev. Stat. Section 47-2314 and 47-2A212.

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1           190. The implied warranty of merchantability included with the sale of  
2 each Class Vehicle means that Honda warranted that each Class Vehicle (a) would  
3 pass without objection in trade under the contract description; (b) was fit for the  
4 ordinary purposes for which the Class Vehicle would be used; and (c) conformed to  
5 the promises or affirmations of fact made on the container or label.

6           191. The Class Vehicles are not adequately labeled because their labeling  
7 fails to disclose the Defect and does not advise the members of the proposed  
8 Arizona Class of the existence of the danger prior to experiencing failure firsthand.

9           192. Honda's actions have deprived Plaintiff and the members of the  
10 proposed Arizona Class of the benefit of their bargains and have caused Class  
11 Vehicles to be worth less than what Plaintiff and other members of the proposed  
12 Arizona Class paid.

13           193. As a direct and proximate result of Honda's breach of implied  
14 warranty, members of the proposed Arizona Class received goods whose condition  
15 substantially impairs their value. Plaintiff and members of the proposed Arizona  
16 Class have been damaged by the diminished value of their Class Vehicles.

17           194. By bringing his vehicle in multiple times to a Honda authorized  
18 dealership Plaintiff Morse provided sufficient notice to Honda of the breach its  
19 breach of the implied warranty of merchantability and any further notice was would  
20 have been futile and has hereby been waived due to Honda's steadfast refusal to  
21 acknowledge the Honda Sensing Defect and provide an adequate remedy.

22           195. Plaintiff and members of the proposed Arizona Class are entitled to  
23 damages and all incidental and consequential damages resulting from Honda's  
24 breach.

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1 **Sixth Cause of Action**

2 **Violation of Florida’s Deceptive and Unfair Trade Practices Act (“FDUTPA”)**

3 **Fla. Stat. § 501.201, et. seq.**

4 **(Plaintiff Adams on behalf of the proposed Florida Class)**

5 196. Plaintiffs Adams re-alleges the paragraphs above as if fully set forth  
6 herein.

7 197. Plaintiff brings this cause of action on behalf of themselves and on  
8 behalf of the proposed Florida Class.

9 198. Plaintiff and members of the proposed Florida Class are “consumers”  
10 and “interested parties or persons” under the FDUTPA. Fla. Stat § 501.203(6) and  
11 (7).

12 199. Honda is engaged in the conduct of “trade or commerce” as defined  
13 by FDUTPA. Fla. Stat § 501.203(8).

14 200. By failing to disclose and concealing the Defect from Plaintiff and  
15 prospective Class Members, Honda engaged in “unfair or deceptive acts or practices  
16 in the conduct of .... commerce” in violation of Fla. Stat § 501.204.

17 201. Honda’s conduct, as described above and below, constitutes a  
18 violation of Fla. Stat § 501.204. Furthermore, Honda’s deceptive acts and practices,  
19 which were intended to mislead consumers who were in the process of purchasing  
20 and/or leasing the Class Vehicles, constitute conduct directed at consumers.

21 202. Honda knew that the Class Vehicles suffered from an inherent Defect,  
22 were defectively designed and/or manufactured, and were not suitable for their  
23 intended use.

24 203. In failing to disclose the Defect, Honda knowingly and intentionally  
25 concealed material facts and breached its duty not to do so, thereby engaging in  
26 deceptive acts or practices within the meaning of the FDUTPA.

27 204. Honda’s acts and practices, which were intended to result, and which  
28 did result, in the sale of defective Class Vehicles, violates the FDUTPA for at least

1 the following reasons:

- 2 a. Honda represents that its vehicles had characteristics, uses, or  
3 benefits which they do not have;
- 4 b. Honda advertises its goods with intent not to sell them as  
5 advertised;
- 6 c. Honda represents that its vehicles are of a particular standard,  
7 quality, or grade when they are not;
- 8 d. Honda represents that a transaction conferred or involved rights,  
9 remedies, or obligations which they do not;
- 10 e. Honda represents that its goods have been supplied in accordance  
11 with a previous representation when they have not; and
- 12 f. Honda fails to disclose and conceals material information about  
13 its vehicles.

14 205. As described above, Honda sold and leased vehicles to proposed  
15 Florida Class Members with a known Defect that endangers drivers and materially  
16 detracts from the central functionality of the vehicles. Honda failed to disclose its  
17 knowledge of the Defect and its attendant risks at the point of sale or otherwise,  
18 realizing that warning about the Defect would dissuade class members from  
19 purchasing and leading the vehicles. Furthermore, Honda claims to be unable or  
20 unwilling to adequately repair the vehicles so as to eliminate the Defect.

21 206. Had Honda not concealed and instead adequately disclosed the  
22 Defect, Plaintiff, members of the proposed Florida Class, and reasonable consumers  
23 would not have purchased or would have paid less for their vehicles.

24 207. Plaintiff also asserts a violation of public policy arising from Honda's  
25 withholding of material safety facts from consumers. Honda's violation of consumer  
26 protection and unfair competition laws resulted in harm to consumers.

1           208.   Honda’s deceptive acts or practices occurred repeatedly in Defendant’s  
2 trade or business, and were capable of deceiving a substantial portion of the  
3 purchasing public.

4           209.   Accordingly, Plaintiff seeks an order enjoining the acts and practices  
5 described above.

6           210.   As a direct and proximate result of Honda deceptive acts or practices,  
7 Plaintiff and Florida Class Members have suffered and will continue to suffer actual  
8 damages. Since Honda’s willful and knowing conduct caused injury to Plaintiff,  
9 Plaintiff seeks recovery of actual damages, reasonable attorneys’ fees and costs, and  
10 an order enjoining Honda’s deceptive conduct, and any other just and proper relief  
11 available under Fla. Stat §§ 501.211 and § 501.2105.

12                                   **Seventh Cause of Action**

13                                   **Breach of Implied Warranty, Fla. Stat. § 672.314**

14                           **(Plaintiff Adams on behalf of the proposed Florida Class)**

15           211.   Plaintiff Adams re-alleges the paragraphs above as if fully set forth  
16 herein.

17           212.   Plaintiff brings this cause of action on behalf of themselves and on  
18 behalf of the proposed Florida Class.

19           213.   The implied warranty of merchantability included with the sale of  
20 each Class Vehicle means that Honda warranted that each Class Vehicle (a) would  
21 pass without objection in trade under the contract description; (b) was fit for the  
22 ordinary purposes for which the Class Vehicle would be used; and (c) conformed to  
23 the promises or affirmations of fact made on the container or label.

24           214.   The Class Vehicles are not adequately labeled because their labeling  
25 fails to disclose the Defect and does not advise Plaintiff and the members of the  
26 proposed Florida Class of the existence of the danger prior to experiencing failure  
27 firsthand.

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1           215. Honda's actions have deprived Plaintiff and the members of the  
2 proposed Florida Class of the benefit of their bargains and have caused Class  
3 Vehicles to be worth less than what Plaintiff and other members of the proposed  
4 Florida Class paid.

5           216. As a direct and proximate result of Honda's breach of implied  
6 warranty, Plaintiff and members of the proposed Florida Class received goods  
7 whose condition substantially impairs their value. Plaintiff and members of the  
8 proposed Florida Class have been damaged by the diminished value of their Class  
9 Vehicles.

10          217. Honda provided the Class Vehicles to its authorized dealerships with  
11 the expectation that the vehicles would be purchased by consumers, like Plaintiff,  
12 and marketed its vehicles directly to consumers. These vehicles came with an  
13 express warranty designed by Honda and intended to benefit consumers, not  
14 dealers.

15          218. By bringing their vehicles in to a Honda authorized dealership, or  
16 contacting a Honda service representative, Plaintiff provided sufficient notice to  
17 Honda of its breach of the implied warranty of merchantability and any further  
18 notice was would have been futile and has hereby been waived due to Honda's  
19 steadfast refusal to acknowledge the Honda Sensing Defect and provide an adequate  
20 remedy.

21          219. Plaintiff and members of the proposed Florida Class are entitled to  
22 damages and all incidental and consequential damages resulting from Honda's  
23 breach.

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**Eighth Cause of Action**

**Iowa Private Right of Action for Consumer Frauds Act,**

**Iowa Code § 714H**

**(Plaintiff Fain on behalf of the proposed Iowa Class)**

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5 220. Plaintiff Fain incorporates the paragraphs above as if fully set forth  
6 herein.

7 221. Plaintiff brings this claim on behalf of himself and the proposed Iowa  
8 Class.

9 222. Honda is a “person” as defined by Iowa Code § 714H.2(7).

10 223. Plaintiff and proposed members of the Iowa Class are “consumers” as  
11 defined by Iowa Code § 714H.2(3).

12 224. Honda’s conduct described above related to the “sale” or  
13 “advertisement” of “merchandise” as defined by Iowa Code §§ 714H.2(2), (6), and  
14 (8).

15 225. Honda engaged in unfair, deceptive, and unconscionable trade  
16 practices, in violation of the Iowa Private Right of Action for Consumer Frauds Act  
17 because Honda failed to disclose information that was material to Plaintiff and  
18 proposed class members before they purchased or leased Class Vehicles.  
19 Specifically, Honda sold and leased vehicles to class members with a known safety  
20 Defect, and Honda chose not to disclose its knowledge of the Defect and its  
21 attendant risks at the point of sale or otherwise, realizing that warning about the  
22 Defect would dissuade class members from purchasing and leasing the vehicles.  
23 Honda now claims to be unable or unwilling to adequately repair the vehicles so as  
24 to eliminate the Defect.

25 226. Honda had ample means and opportunities to disclose these facts to  
26 Plaintiff Fain and proposed class members before they purchased or leased Class  
27 Vehicles.  
28



1 227. Honda knew that Plaintiff and proposed Iowa Class Members  
2 reasonably relied on Honda's omissions. It also intended to mislead Plaintiff and  
3 proposed Iowa Class Members and induce them to rely on its omissions. Plaintiff  
4 and proposed class members had no way of knowing that Honda's omissions were  
5 false and misleading and that their vehicles contained defective Honda Sensing  
6 systems.

7 228. Honda acted intentionally, knowingly, and maliciously, to violate  
8 Iowa's Private Right of Action for Consumer Frauds Act, and recklessly disregarded  
9 the rights of Plaintiff and members of the proposed Iowa Class.

10 229. As a direct and proximate result of Honda's omissions, Plaintiff Fain  
11 and the proposed class members have suffered actual damages. Had Honda not  
12 misleadingly omitted material facts concerning the defective Honda Sensing system  
13 in Class Vehicles, Plaintiff Fain and proposed class members would not have  
14 purchased their vehicles or would have paid substantially less for them. In the  
15 meantime, Honda generated more revenue than it otherwise would have.

16 230. Plaintiff Fain has provided the requisite notice to the Iowa Attorney  
17 General, whose office approved the filing of this class action lawsuit complaint  
18 pursuant to Iowa Code § 714H.7.

19 231. Plaintiff and the members of the proposed Iowa Class seek all  
20 monetary and non-monetary relief allowed by law, including injunctive relief,  
21 damages, punitive damages, and reasonable attorney's fees and costs.

22 **Ninth Cause of Action**

23 **Breach of Implied Warranty,**

24 **Iowa Code § 554.2314, *et seq.***

25 **(Plaintiff Fain on behalf of the proposed Iowa Class)**

26 232. Plaintiff Fain re-alleges the paragraphs above as if fully set forth  
27 herein.

28 233. Plaintiff Frain brings this claim on behalf of himself and the proposed

1 Iowa Class.

2 234. Class Vehicles are “goods” and Honda is a “seller” and “merchant”  
3 within the meaning of Iowa Code §§ 554.2103-554.2105.

4 235. The implied warranty of merchantability included with the sale of  
5 each Class Vehicle means that Honda warranted that each Class Vehicle (a) would  
6 pass without objection in trade under the contract description; (b) was fit for the  
7 ordinary purposes for which the Class Vehicle would be used; and (c) conformed to  
8 the promises or affirmations of fact made on the container or label.

9 236. The Class Vehicles would not pass without objection in the  
10 automotive trade because they contain the above-described Defect, which also  
11 makes them unfit for the ordinary purpose for which a Class Vehicle would be used.

12 237. The Class Vehicles are not adequately labeled because their labeling  
13 fails to disclose the Defect and does not advise the members of the proposed Iowa  
14 Class of the existence of the danger prior to experiencing failure firsthand.

15 238. Honda’s actions have deprived Plaintiff and the members of the  
16 proposed Iowa Class of the benefit of their bargains and have caused Class Vehicles  
17 to be worth less than what Plaintiff and other members of the proposed Iowa Class  
18 paid.

19 239. As a direct and proximate result of Honda’s breach of implied  
20 warranty, members of the proposed Iowa Class received goods whose condition  
21 substantially impairs their value. Plaintiff and members of the proposed Iowa Class  
22 have been damaged by the diminished value of their Class Vehicles.

23 240. Plaintiff Fain notified Honda of its breach within a reasonable time.

24 241. Plaintiff and members of the proposed Iowa Class are entitled to  
25 damages and all incidental and consequential damages resulting from Honda’s  
26 breach.

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**Tenth Cause of Action**

**Violation of the New York General Business Law,**

**N.Y. Gen. Bus. Law § 349**

**(Plaintiff Watson on behalf of the proposed New York Class)**

242. Plaintiff Watson re-alleges the paragraphs above as if fully set forth herein.

243. Plaintiff Watson and members of the proposed class are “persons” under N.Y. Gen. Bus. Law § 349(g).

244. Honda is a “person,” “firm,” “corporation” or “association” under N.Y. Gen. Bus. Law § 349(g).

245. As described above, Honda sold vehicles to class members even though the vehicles are defective and pose a safety hazard, and failed to disclose its knowledge of the Defect and its attendant risks at the point of sale or otherwise. Furthermore, Honda claims to be unable or unwilling to adequately repair the vehicles as to eliminate the Defect.

246. Honda’s failure to disclose this information was misleading in a material respect because a reasonable consumer would have been misled by Honda’s conduct.

247. Honda’s deceptive acts and practices were consumer-oriented because they had a broad range impact on consumers at large, affecting all owners and lessees of Class Vehicles.

248. As a direct and proximate result of Honda’s unlawful methods, acts, and practices, Plaintiff Watson and the proposed New York Class Members lost money or property because they have purchased and leased vehicles that they otherwise would not have, or in the alternative, would have paid less for. Meanwhile, Honda has sold more Class Vehicles than it otherwise could have and charged inflated prices for the vehicles, unjustly enriching itself thereby.

249. Honda’s deceptive acts and practices were willful and knowing

1 because Honda knew that the Honda Sensing system was defective before it began  
2 selling Class Vehicles and chose not to disclose the problem to consumers.

3 250. Pursuant to N.Y. Gen. Bus. Law § 349(h), Plaintiff Watson and other  
4 members of the proposed New York class seek appropriate injunctive relief,  
5 recovery of actual damages, treble damages, and their reasonable costs and  
6 attorneys' fees.

7 **Eleventh Cause of Action**

8 **Violation of New Jersey's Consumer Fraud Act ("New Jersey CFA")**

9 **N.J. Stat. Ann. §§ 56:8-1 et. seq.**

10 **(Plaintiff McGrath on behalf of the proposed New Jersey Class)**

11 251. Plaintiff McGrath re-alleges the paragraphs above as if fully set forth  
12 herein.

13 252. Plaintiff McGrath brings this cause of action on behalf of herself and  
14 the proposed New Jersey Class.

15 253. The New Jersey CFA makes unlawful "[t]he act, use or employment  
16 by any person of any unconscionable commercial practice, deception, fraud, false  
17 pretense, false promise, misrepresentation, or the knowing, concealment,  
18 suppression, or omission of any material fact with intent that others rely upon such  
19 concealment, suppression or omission, in connection with the sale or advertisement  
20 of any merchandise or real estate, or with the subsequent performance of such  
21 person as aforesaid, whether or not any person has in fact been misled, deceived or  
22 damaged thereby." N.J. Stat. Ann. § 56:8-2.

23 254. As described above, Honda sold and leased vehicles to class members  
24 even though the vehicles are defective and pose a safety hazard, and failed to  
25 disclose its knowledge of the Defect and its attendant risks at the point of sale or  
26 otherwise. Honda's conduct, as described above and below, constitutes a violation  
27 of N.J. Stat. Ann. § 56:8-2. Furthermore, Honda claims to be unable or unwilling to  
28 adequately repair the vehicles to remedy the Defect. Honda's conduct occurred in

1 the course of its trade or business, was intended to mislead consumers who were in  
2 the process of purchasing and/or leasing the Class Vehicles, and therefore  
3 constitutes conduct directed at consumers.

4 255. Honda's failure to disclose the Honda Sensing Defect was misleading  
5 in a material respect because a reasonable consumer would have been misled by  
6 Honda's conduct.

7 256. Honda's deceptive acts and practices were consumer-oriented because  
8 they had a broad range impact on consumers at large, affecting all owners and  
9 lessees of the Class Vehicles.

10 257. As a direct and proximate result of Honda's unlawful methods, acts,  
11 and practices, Plaintiff and the proposed New Jersey Class Members lost money or  
12 property because they have purchased and leased vehicles that they otherwise would  
13 not have, or in the alternative, would have paid less for. Meanwhile, Honda has sold  
14 more Class Vehicles than it otherwise could have and charged inflated prices for the  
15 vehicles, unjustly enriching itself thereby.

16 258. Honda's deceptive acts and practices were willful and knowing  
17 because Honda knew that the Honda Sensing system was defective before it began  
18 selling Class Vehicles and chose not to disclose the problem to consumers.

19 259. Pursuant to N.J. Stat. Ann. § 56:8-19., Plaintiff and other members of  
20 the proposed New Jersey Class seek appropriate injunctive relief, recovery of actual  
21 damages, treble damages, and their reasonable costs and attorneys' fees.

22 260. Pursuant to N.J. Stat. Ann. § 56:8-20, Plaintiff will serve the New  
23 Jersey Attorney General with a copy of this Consolidated Amended Complaint.

24 **Twelfth Cause of Action**

25 **Breach of Implied Warranty of Merchantability, N.J. Stat. Ann. §12A:2-314**  
26 **(Plaintiff McGrath on behalf of the proposed New Jersey Class)**

27 261. Plaintiff McGrath re-alleges the paragraphs above as if fully set forth  
28 herein.

1           262. Plaintiff McGrath brings this cause of action on behalf of herself and  
2 the proposed New Jersey Class.

3           263. Honda is a “merchant” in respect to the Class Vehicles under New  
4 Jersey law.

5           264. The implied warranty of merchantability included with the sale of  
6 each Class Vehicle means that Honda warranted that each Class Vehicle (a) would  
7 pass without objection in trade under the contract description; (b) was fit for the  
8 ordinary purposes for which the Class Vehicle would be used; and (c) conformed to  
9 the promises or affirmations of fact made on the container or label.

10           265. The Class Vehicles would not pass without objection in the  
11 automotive trade because they contain the above-described Defect, which also  
12 makes them unfit for the ordinary purpose for which a Class Vehicle would be used.

13           266. The Class Vehicles are not adequately labeled because their labeling  
14 fails to disclose the Defect and does not advise the members of the proposed New  
15 Jersey Class of the existence of the danger prior to experiencing failure firsthand.

16           267. Honda’s actions have deprived Plaintiff and the members of the  
17 proposed New Jersey Class of the benefit of their bargains and have caused Class  
18 Vehicles to be worth less than what Plaintiff and other members of the proposed  
19 New Jersey Class paid.

20           268. As a direct and proximate result of Honda’s breach of implied  
21 warranty, members of the proposed New Jersey Class received goods whose  
22 condition substantially impairs their value. Plaintiff and members of the proposed  
23 New Jersey Class have been damaged by the diminished value of their Class  
24 Vehicles.

25           269. Pursuant to N.J. Stat. Ann. §12A:2-314, *et. seq.* Plaintiff and members  
26 of the proposed New Jersey Class are entitled to damages and other legal and  
27 equitable relief, including, at their election, the right to revoke acceptance of Class  
28 Vehicles or the overpayment or diminution in value of their Class Vehicles. They are

1 also entitled to all incidental and consequential damages resulting from Honda’s  
2 breach, as well as reasonable attorneys’ fees and costs.

3 **Thirteenth Cause of Action**

4 **Violation of North Carolina’s Unfair and Deceptive Trade Practices Act,**  
5 **(“NCUDTPA”) N.C. Gen. Stat. § 75.1.1, *et seq.***

6 **(Plaintiffs Hensley and DuTremble on behalf of the proposed North Carolina**  
7 **Class)**

8 270. Plaintiffs Hensley and DuTremble re-allege the paragraphs above as if  
9 fully set forth herein.

10 271. Plaintiffs Hensley and DuTremble bring this cause of action on behalf  
11 of themselves and the proposed North Carolina Class.

12 272. North Carolina’s Unfair and Deceptive Trade Practices Act, N.C.  
13 Gen. Stat §§ 75.1.1, prohibits a person from engaging in “[u]nfair methods of  
14 competition in or affecting commerce, and unfair or deceptive acts or practices in or  
15 affecting commerce[.]” The NCUDTPA provides right of action for any person  
16 injured “by reason of any act or thing done by any other person, firm or corporation  
17 in violation of the NCUDTPA. N.C. Gen. Stat. §§ 75-16.

18 273. As described above, Honda sold vehicles to class members even  
19 though the vehicles are defective and pose a safety hazard, and failed to disclose its  
20 knowledge of the Defect and its attendant risks at the point of sale or otherwise.  
21 Furthermore, Honda claims to be unable or unwilling to adequately repair the  
22 vehicles as to eliminate the Defect. Honda’s conduct occurred in the course of its  
23 trade or business and thus occurred in or affected “commerce.” As defined in N.C.  
24 Gen. Stat. § 75-1.1(b).

25 274. Honda’s failure to disclose this information was misleading in a  
26 material respect because a reasonable consumer would have been misled by Honda’s  
27 conduct.

28 275. Honda’s deceptive acts and practices were consumer-oriented because

1 they had a broad range impact on consumers at large, affecting all owners and  
2 lessees of Class Vehicles.

3 276. As a direct and proximate result of Honda's unlawful methods, acts,  
4 and practices, Plaintiffs and the proposed North Carolina members lost money or  
5 property because they have purchased and leased vehicles that they otherwise would  
6 not have, or in the alternative, would have paid less for. Meanwhile, Honda has sold  
7 more Class Vehicles than it otherwise could have and charged inflated prices for the  
8 vehicles, unjustly enriching itself thereby.

9 277. Honda's deceptive acts and practices were willful and knowing  
10 because Honda knew that the Honda Sensing system was defective before it began  
11 selling Class Vehicles and chose not to disclose the problem to consumers.

12 278. Pursuant to N.C. Gen. Stat. § 75-16 and § 75-16.1., Plaintiffs and other  
13 members of the proposed North Carolina Class seek appropriate injunctive relief,  
14 recovery of actual damages, treble damages, and their reasonable costs and  
15 attorneys' fees.

16 **Fourteenth Cause of Action**

17 **Breach of Implied Warranty in Tort Under Ohio Law**

18 **(Plaintiff Liem on behalf of the Proposed Ohio Class)**

19 279. Plaintiff Liem re-alleges the paragraphs above as if fully set forth  
20 herein.

21 280. Plaintiff brings this cause of action on behalf of himself and the  
22 proposed Ohio Class.

23 281. Class Vehicles are "goods" and Honda is a "merchant" in respect to  
24 the Class Vehicles under Ohio law.

25 282. The implied warranty of merchantability included with the sale of  
26 each Class Vehicle means that Honda warranted that each Class Vehicle (a) would  
27 pass without objection in trade under the contract description; (b) was fit for the  
28



1 ordinary purposes for which the Class Vehicle would be used; and (c) conformed to  
2 the promises or affirmations of fact made on the container or label.

3 283. The Class Vehicles would not pass without objection in the  
4 automotive trade because they contain the above-described Defect, which also  
5 makes them unfit for the ordinary purpose for which a Class Vehicle would be used.

6 284. The Class Vehicles are not adequately labeled because their labeling  
7 fails to disclose the Defect and does not advise the members of the proposed Ohio  
8 Class of the existence of the danger prior to experiencing failure firsthand.

9 285. Honda's actions have deprived Plaintiff and the members of the  
10 proposed Ohio Class of the benefit of their bargains and have caused Class Vehicles  
11 to be worth less than what Plaintiff and other members of the proposed Ohio Class  
12 paid.

13 286. As a direct and proximate result of Honda's breach of implied  
14 warranty, members of the proposed Ohio Class received goods whose condition  
15 substantially impairs their value. Plaintiff and members of the proposed Ohio Class  
16 have been damaged by the diminished value of their Class Vehicles.

17 **Fifteenth Cause of Action**

18 **Negligence**

19 **(Plaintiff Liem on behalf of the proposed Ohio Class)**

20 287. Plaintiff Liem realleges the paragraphs as if fully set forth herein.

21 288. Plaintiff brings this cause of action on behalf of himself and the  
22 proposed Ohio Class.

23 289. Honda had a duty to design and manufacture a product that would be  
24 safe for its intended and foreseeable uses and users, including the use to which its  
25 products were put by Plaintiff and the other class members. Honda breached its  
26 duties to Plaintiff and the other class members because it was negligent in the  
27 design, development, manufacture, and testing of Honda Sensing as installed in  
28 Class Vehicles, and Honda is responsible for this negligence.

1           290. Honda was negligent in the design, development, manufacture, and  
2 testing of the Honda Sensing system installed in the Class Vehicles because it knew,  
3 or in the exercise of reasonable care should have known, that the vehicles equipped  
4 with defective Honda Sensing systems pose an unreasonable risk of serious bodily  
5 injury to Plaintiff and the other class members, other motorists, pedestrians, and the  
6 public at large.

7           291. A finding that Honda owed a duty to Plaintiffs and other class  
8 members would not significantly burden Honda.

9           292. As a direct, reasonably foreseeable, and proximate result of Honda's  
10 failure to exercise reasonable care to inform Plaintiff and the Ohio Class about the  
11 Defect or to provide appropriate repair procedures for it, Plaintiff and the Ohio  
12 Class have suffered damages in that they spent more money than they otherwise  
13 would have on Class Vehicles which are of diminished value.

14           293. Plaintiff and the Ohio Class could not have prevented the damages  
15 caused by Honda's negligence through the exercise of reasonable diligence. Neither  
16 Plaintiff nor the Ohio Class contributed in any way to Honda's failure to provide  
17 appropriate notice and repair procedures.

18           294. Plaintiff and the Ohio Class seek to recover the damages caused by  
19 Honda. Because Honda acted fraudulently and with wanton and reckless  
20 misconduct, Plaintiff also seeks an award of punitive damages.

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1 **Sixteenth Cause of Action**

2 **Unjust Enrichment**

3 **(Plaintiffs Villanueva and Cardenas on behalf of the proposed California Class,**  
4 **Plaintiff Morse on behalf of the proposed Arizona Class, Plaintiff Adams on**  
5 **behalf of the proposed Florida Class, Plaintiff Fain on behalf of the proposed**  
6 **Iowa Class, Plaintiff Russell on behalf of the proposed Massachusetts Class,**  
7 **Plaintiffs Hensley and DuTremble on behalf of the proposed North Carolina**  
8 **Class, Plaintiff McGrath on behalf of the proposed New Jersey Class, and**  
9 **Plaintiff Vincent Liem on behalf of the proposed Ohio Class)**

10 295. Plaintiffs Villanueva, Cardenas, Morse, Adams, Fain, Russell,  
11 Hensley, DuTremble, McGrath, and Liem re-allege the paragraphs above as if fully  
12 set forth herein.

13 296. Plaintiffs assert this claim under the laws of the state in which they  
14 purchased or leased their Class Vehicles and on behalf of the proposed statewide  
15 classes identified above.

16 297. As described above, Honda sold vehicles to class members even  
17 though the vehicles are defective and pose a safety hazard, and Honda failed to  
18 disclose its knowledge of the Defect and its attendant risks at the point of sale or  
19 otherwise. Furthermore, Honda claims to be unable or unwilling to adequately  
20 repair the vehicles so as to eliminate the Defect.

21 298. As a result of its fraudulent acts and omissions related to the Defect,  
22 Honda charged Plaintiffs and class members more than it otherwise could have for  
23 Class Vehicles, obtaining monies which rightfully belong to Plaintiffs and proposed  
24 California Class Members to the detriment of Plaintiffs and the class.

25 299. Honda appreciated, accepted, and retained the non-gratuitous benefits  
26 conferred by Plaintiffs and the proposed class members, who, without knowledge of  
27 the Defect, paid a higher price for their vehicles than those vehicles were worth.

28 300. It would be inequitable and unjust for Honda to retain these

1 wrongfully obtained profits.

2 301. Honda's retention of these wrongfully-obtained profits would violate  
3 the fundamental principles of justice, equity, and good conscience.

4 302. Each Plaintiff and the proposed Classes are entitled under the laws  
5 their state to restitution of the profits Honda unjustly obtained, plus interest.

6 **PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiffs request that the Court enter a judgment awarding  
8 the following relief:

- 9 a. An order certifying the proposed California, Arizona, Florida, Iowa,  
10 Massachusetts, New York, New Jersey, North Carolina, and Ohio  
11 Classes, and appointing Plaintiffs' counsel to represent the Classes;  
12 b. An order awarding Plaintiffs and class members their actual damages,  
13 punitive damages, and/or any other form of monetary relief provided by  
14 law;  
15 c. An order awarding Plaintiffs and the classes restitution, disgorgement,  
16 or other equitable relief as the Court deems proper;  
17 d. An order enjoining Honda in the manner detailed above;  
18 e. An order awarding Plaintiffs and the classes pre-judgment and post-  
19 judgment interest as allowed under the law;  
20 f. An order awarding Plaintiffs and the classes reasonable attorneys' fees  
21 and costs of suit, including expert witness fees; and  
22 g. An order awarding such other and further relief as this Court may deem  
23 just and proper.

24 **JURY DEMAND**

25 Pursuant to Fed. R. Civ. P. 38(b), Plaintiffs demand a trial by jury for all  
26 issues so triable under the law.

1 DATED: August 9, 2023

Respectfully submitted,

2 **GIBBS LAW GROUP LLP**

3  
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28 *Interim Class Counsel*

# EXHIBIT 1

**Part 573 Safety Recall Report**

#:3358

**15V-301****Manufacturer Name :** Honda (American Honda Motor Co.)**Submission Date :** MAY 13,2015**NHTSA Recall No. :** 15V-301**Manufacturer Recall No. :** JQ4, JQ5, JQ6**Manufacturer Information :**

Manufacturer Name : Honda (American Honda Motor Co.)

Address : 1919 Torrance Blvd.

Torrance CA 90501

Company phone : 310-783-2000

**Population :**

Number of potentially involved : 19,502

Estimated percentage with defect : 100

**Vehicle Information :**

Vehicle : 2014-2015 ACURA MDX 2WD

Vehicle Type :

Body Style :

Power Train : NR

Descriptive Information : The recall population was determined based on manufacturing records. The VIN range reflects all possible vehicles that could potentially experience the problem.

Production Dates : MAY 06, 2013 - FEB 02, 2015

**VIN (Vehicle Identification Number) Range**

Begin : 5FRYD3H82EB001001

End : 5FRYD3H84EB021010

 Not sequential VINs

Begin : 5FRYD3H88FB001151

End : 5FRYD3H84FB014740

 Not sequential VINs

Vehicle : 2014-2015 ACURA MDX AWD

Vehicle Type :

Body Style :

Power Train : NR

Descriptive Information : The recall population was determined based on manufacturing records. The VIN range reflects all possible vehicles that could potentially experience the problem.

Production Dates : APR 23, 2013 - JAN 31, 2015

**VIN (Vehicle Identification Number) Range**

Begin : 5FRYD4H85EB001032

End : 5FRYD4H86EB050126

 Not sequential VINs

Begin : 5FRYD4H83FB001001

End : 5FRYD4H8XFB032911

 Not sequential VINs

Vehicle : 2014-2015 ACURA RLX

Vehicle Type :

Body Style :

Power Train : NR

Descriptive Information : The recall population was determined based on manufacturing records. The VIN range reflects all possible vehicles that could potentially experience the problem.

Production Dates : AUG 02, 2012 - OCT 22, 2014

**VIN (Vehicle Identification Number) Range**

Begin : JH4KC1F92EC000002                      End : JH4KC1F9XEC007764                       Not sequential VINs

Begin : JH4KC1F92FC000020                      End : JH4KC1F98FC001768                       Not sequential VINs

Vehicle : 2014-2014 ACURA RLX HYBRID

Vehicle Type :

Body Style :

Power Train : NR

Descriptive Information : The recall population was determined based on manufacturing records. The VIN range reflects all possible vehicles that could potentially experience the problem.

Production Dates : APR 15, 2013 - MAR 17, 2014

**VIN (Vehicle Identification Number) Range**

Begin : JH4KC2F95EC000002                      End : JH4KC2F97EC000356                       Not sequential VINs

**Description of Defect :**

Description of the Defect : In certain driving conditions, the Collision Mitigation Braking System (CMBS) may unexpectedly activate while operating the vehicle. In rare cases, the system may interpret certain roadside objects, such as metal fences or metal guardrails, as obstacles and apply emergency braking through the CMBS.

Description of the Safety Risk : If the CMBS applies unexpected emergency braking force during normal operation, it could increase the risk of a crash.

Description of the Cause : NR

Identification of Any Warning that can Occur : NR

**Supplier Identification :**

**Component Manufacturer**

Name : Fujitsu Ten Corp. of America, Inc.

Address : 30155 Hudson Drive

Novi Michigan FOREIGN STATES 48377

Country : Japan



**Chronology :**

November 26, 2013

Honda Motor Co. received the first allegation, from Japan, of CMBS activation without any obstacles ahead of the vehicle. The vehicle was rear ended as a result of the CMBS activation.

June 10, 2014

The returned parts were analyzed, but no trouble was found. 94 separate driving tests were conducted but the failure could not be recreated.

June 27, 2014

Honda Motor Co. received a second allegation, from Japan, of CMBS activation without any obstacles ahead of the vehicle.

July 14, 2014

The returned parts were analyzed, but no trouble was found. Drive tests were conducted but the failure could not be recreated.

October 10, 2014

After continued investigation, the failure was able to be recreated in Japan. Root cause was not yet identified.

November 4, 2014

The failure was determined to be a result of "short-distance combining processing" of the programmed logic of the CMBS system and an "incorrectly recognized target". The failure was generated by another vehicle accelerating in front of the subject vehicle, while simultaneously driving alongside an iron fence.

January 19, 2015

Honda began to investigate the CMBS specifications in comparison with driving conditions in other countries.

May 7, 2015

Honda determined that a safety defect exists and decided to conduct a safety recall.

As of May 7, 2015, Honda has not received any warranty claims, field reports or injuries claims within the United States related to this issue.

**Description of Remedy :**

Description of Remedy Program : The owners of all affected vehicles will be contacted by mail and asked to take their vehicle to an Acura automobile dealer. The dealer will update the software for the system, free of charge. Owners may manually turn off the CMBS in their vehicle, at their discretion, until repairs can be made.

How Remedy Component Differs from Recalled Component : NR

Identify How/When Recall Condition was Corrected in Production : NR

**Part 573 Safety Recall Report**

#:3361

**15V-301**

**Recall Schedule :**

Description of Recall Schedule : NR

Planned Dealer Notification Date : MAY 13, 2015 - MAY 14, 2015

Planned Owner Notification Date : NR - NR

\* NR - Not Reported

# EXHIBIT 2



# Tech Line Summary Article

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January 2017

ATS 170102 Version 1

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## Radar Obstructed Message in the Driver Information Interface

### AFFECTED VEHICLES

2017 CR-V (EX and above)

If you see the message **Some Driver Assist Systems Cannot Operate: Radar Obstructed** in the driver information interface, it means that something is blocking or covering the millimeter wave radar in the front grille, preventing it from detecting objects ahead of the vehicle. You may also see this message when driving in rain, snow, fog, etc. It's not uncommon for it to intermittently come on when driving under those conditions.

This message goes away when the radar is no longer obstructed and it's receiving a signal again. For the radar to work right, the area around it should remain clean.

Although this info is covered in the owner's guide and owner's manual, some customers may think there's something wrong with the vehicle when they see that message. Be sure to pass this info along to the service advisors so they can educate their customers.

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# EXHIBIT 3



# Tech Line Summary Article

February 2017

ATS 170204 Version 1

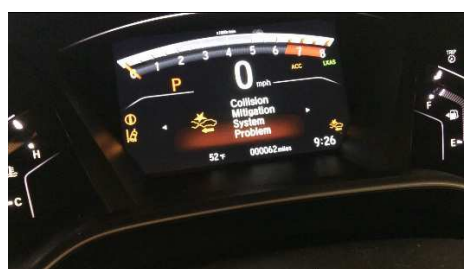
## ACC, Collision Mitigation Braking System™, and Road Departure Mitigation Indicators On with DTC P2583-76

### AFFECTED VEHICLES

2017 CR-V (EX and above)

Some early production vehicles undergoing PDI or coming in with low mileage may have this issue:

- The ACC (Adaptive Cruise Control), Collision Mitigation Braking System, and Road Departure Mitigation indicators are on.
- DTC P2583-76 (temporary stop of integrated driver support system [misalignment millimeter wave radar]) is set.
- The driver information interface shows **Adaptive Cruise Control Problem**, **Collision Mitigation System Problem**, and **Road Departure Mitigation System Problem** messages.



From our investigation, we know this issue was caused by the factory's radar aiming process, which has since been improved.

To fix a vehicle with this issue, follow the service information procedure to aim the millimeter wave radar, then clear the DTC. There's no need to replace the radar.

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# EXHIBIT 4



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## **2017 CR-V MIL On with DTC P2583-76 Stored**

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### **Background**

American Honda (AHM) is investigating certain 2017 CR-Vs with a customer complaint of the Malfunction Indicator Lamp (MIL) On with DTC P2583-76 (Temporary Stop of Integrated Driver Support System [Misalignment Millimeter Wave Radar]) Stored. To fully understand the cause of this condition, AHM would like to collect specific parts from the vehicle prior to you attempting a repair of any kind.

### **Qualifiers**

AHM is interested ONLY if the vehicle meets the following requirements:

1. EX, EX-L & Touring only.
2. Must have DTC P2583-76 stored.
3. No attempt has been made to re-aim the millimeter wave radar.

### **Action Required**

If you have or know of such a vehicle, please call the Technical Research & Support (TRS) Group at 800-880-1072. TRS will need to record certain vehicle information and provide you with further instructions.

Thank you.



# EXHIBIT 5



# Service Bulletin

# 17-064

September 23, 2017

07348 Version 2

## MID Displays ACC, CMBS, LKAS, RDM, Brake Warnings and Other Listed Symptoms

Supersedes 17-064, dated August 4, 2017, to revise the information highlighted in yellow

### REVISION SUMMARY

Under **AFFECTED VEHICLES**, the VIN Range was updated, Under **REPAIR PROCEDURE**, step 8 was added.

### AFFECTED VEHICLES

Year	Model	Trim	VIN Range
2017	CR-V 2-WD	EX, EX-L, Touring	5J6RW1H9.HL000026 thru 5J6RW1H9.HL017053
			5J6RW1H8.HL000026 thru 5J6RW1H8.HL016996
			5J6RW1H5.HL000026 thru 5J6RW1H5.HL017027
			2HKRW1H5.HH000000 thru 2HKRW1H5.HH518744
			2HKRW1H9.HH000000 thru 2HKRW1H9.HH518623
			2HKRW1H8.HH000000 thru 2HKRW1H8.HH518503
			7FARWH1H9.HE000012 thru 7FARWH1H9.HE030574
			7FARWH1H5.HE000012 thru 7FARWH1H5.HE028525
			7FARWH1H8.HE000012 thru 7FARWH1H8.HE027887
2017	CR-V 4-WD	EX, EX-L, Touring	5J6RW2H9.HL000026 thru 5J6RW2H9.HL059682
			5J6RW2H8.HL000026 thru 5J6RW2H8.HL059942
			5J6RW2H5.HL000026 thru 5J6RW2H5.HL059973
			2HKRW2H5.HH000000 thru 2HKRW2H5.HH669002
			2HKRW2H8.HH000000 thru 2HKRW2H8.HH667594
			2HKRW2H9.HH000000 thru 2HKRW2H9.HH666903

### SYMPTOM

There is an internal issue with the millimeter wave radar software, which may lead to one or more of the following symptoms:

- The millimeter wave radar is improperly calibrated, resulting in DTC P2583-76 (temporary stop of integrated driver support system [misalignment millimeter wave radar]).
- Front radar blindness due to severe weather conditions (rain, snow, fog, etc.) may trigger a sporadic false Radar Obstructed message on the MID.
- The vehicle speed fluctuates at highway speeds when adaptive cruise control is set.
- DTC C0051-54 (steering angle neutral position learning incomplete), U0416-68 (brake actuator malfunction), and U0416-92 (temporary stop of integrated driver support system [rejected control request by VSA system]) are set after the battery is replaced, disconnected, or jumped.
- During radar aiming, the **Radar Obstructed** message appears on the MID throughout the aiming procedure.
- During radar aiming, **4** and **No Target** are not displayed on the MID.
- DTC B2A60-98 (multipurpose camera unit temperature too high) is set.

**CUSTOMER INFORMATION:** The information in this bulletin is intended for use only by skilled technicians who have the proper tools, equipment, and training to correctly and safely maintain your vehicle. These procedures should not be attempted by "do-it-yourselfers," and you should not assume this bulletin applies to your vehicle, or that your vehicle has the condition described. To determine whether this information applies, contact an authorized Honda automobile dealer.

**POSSIBLE CAUSES**

Software issues with the millimeter wave radar.

**CORRECTIVE ACTION**

Update the millimeter wave radar unit software.

**WARRANTY CLAIM INFORMATION**

The normal warranty applies.

Operation Number	Description	Flat Rate Time	Defect Code	Symptom Code	Template ID	Failed Part Number
7385A2	Update the millimeter wave radar software.	0.2 hr	03214	03217	A17064A	36803-TLA-A03

Skill Level: Repair Technician

**SOFTWARE INFORMATION**

NOTE: Unnecessary or incorrect repairs resulting from a failure to update the i-HDS, MVCI, or DST-I are not covered under warranty.

i-HDS Software Version: **1.003.015 or later**

J2534 Software Information:

PC Application Version **1.1.0.2 or later**

Database update **24-AUG-2017 or later**

**Before beginning the repair, make sure that both the i-HDS and J2534 software are updated as listed above. Do only the update listed in this service bulletin.**

**You cannot apply the updates with the MVCI as a standalone tool.** To update the vehicle, you must use the MVCI or the DST-i interface in conjunction with the J2534 Rewrite PC application on the i-HDS.

For more information about updating the i-HDS, the MVCI, or DST-i, and vehicle systems, refer to Service Bulletin 01-026, *Updating Control Units/Modules*.

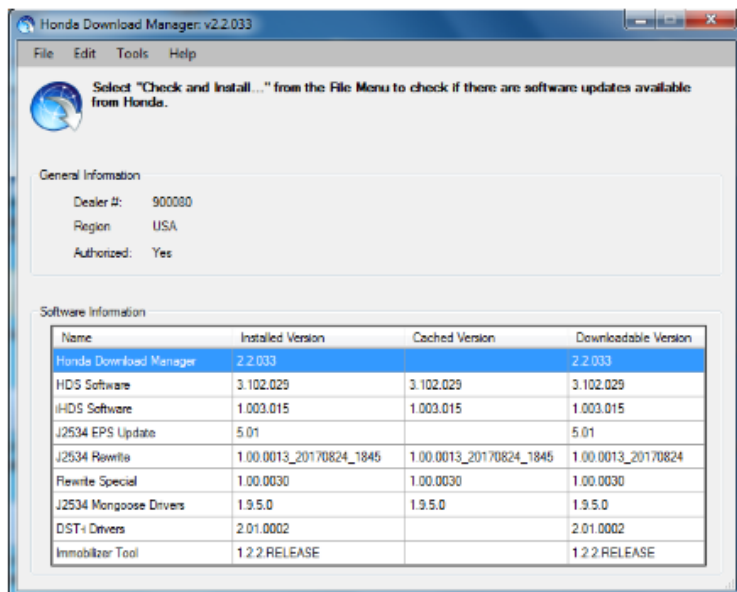
Year/Model	Software System	Program ID (or later)	Program P/N (or later)
2017 CR-V EX, EX-L, Touring	Driving Support, Integrated Driver Support	LAA050	36802-TLA-A05

To check the database update version on the i-HDS laptop, right click on the **HDS Download Manager** icon on the taskbar.



Select Open HDS Download Manager, and use the File pull-down menu to select Check and Install.

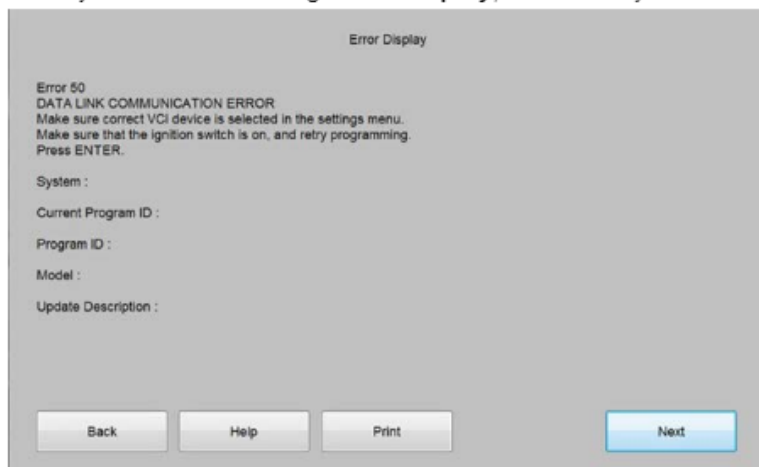
NOTE: If you are not connected to the Internet, you will see an error message indicating the i-HDS cannot check for updates; connect to the Internet to make sure you have the latest i-HDS software.



## REPAIR PROCEDURE

### NOTE:

- You cannot update the vehicle using the MVCI as a standalone tool.
- Do not use the Mongoose Pro VCI tool.
- Connect a fully charged jumper battery to the vehicle, and leave it connected during the entire procedure to maintain steady voltage.
- Never turn the ignition to OFF or ACCESSORY during the update. If there is a problem with the update, leave the ignition turned to ON.
- To prevent control unit damage, do not operate anything electrical (headlights, audio system, brakes, A/C, power windows, door locks, etc.) during the update.
- If you see the following **Error Display**, check that you are using the correct tool (MVCI or DST-i) with the i-HDS.



To change this, click on either of the **SETTING** selection buttons at the bottom of the J2534 initial screens as shown.

# EXHIBIT 6



# **Tech Line Summary Article**

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**September 2017**

ATS 170902 Version 1

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## **Collision Mitigation Braking System™ and Road Departure Mitigation Indicators Blinking at PDI?**

### **AFFECTED VEHICLES**

2018 Fit with Honda Sensing™

At PDI, are the Collision Mitigation Braking System and Road Departure Mitigation indicators blinking but no DTCs are set? We're aware of this issue, and we currently have it under investigation.

This issue affects just a small number of vehicles released from the factory. For now, if you run into it, call Tech Line for further assistance.

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# EXHIBIT 7



# Tech Line Summary Article

November 2017

ATS 171104 Version 1

## Shudder/Jerking with Various Indicators On

### AFFECTED VEHICLES

2017–18 Accord with CVT

We're currently looking at an issue where the vehicle shudders or jerks and various indicators come on. What's particularly noticeable is the CMBS indicator comes on with **Collision Mitigation Braking System Problem. See Your Dealer.** in the driver information interface.



As part of our investigation, we need your help to collect as much vehicle data on this issue as possible. If you get a vehicle in your shop for this, here's what we need you to do:

1. Hook up the i-HDS, and check for DTCs and onboard snapshots.
  - If you see DTC P1890 Shift Control System or P0796 Pressure Control Solenoid C Stuck Off, go to step 2.
  - If you don't see either of those DTCs, continue with normal system troubleshooting.
2. Download the data, and send it to Tech Line.
3. Clear the DTC, then try to duplicate the issue by test-driving the vehicle under the same conditions. Whether you're able to duplicate the issue or not, gather all the data and call Tech Line for further instructions.

We'll let you know when we have a solution available.