

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF PENNSYLVANIA**

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Ashley Custer and Jorge Santiago, *on behalf of  
themselves and all others similarly situated,*

Plaintiffs,

vs.

American Honda Motor Co., Inc.,

Defendant.

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: **CLASS ACTION COMPLAINT**  
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Plaintiffs Ashley Custer and Jorge Santiago (“Plaintiffs”), hereby file this class action complaint against Defendant American Honda Motor Co., Inc. (“Defendant” or “Honda”). Defendant made and/or sold vehicles with defective front drive axles. Plaintiffs seek relief for themselves and classes of similarly situated consumers as set forth herein.

**INTRODUCTION**

1. Plaintiffs bring this lawsuit on behalf of themselves and a proposed classes of past and present owners and lessees of defective 2024-2026 Honda Prologue vehicles (the “Class Vehicles”) designed, manufactured, marketed, distributed, sold, warranted, and serviced by Honda.

2. Plaintiffs and the Classes were damaged because the Class Vehicles contain defective front drive axles with internal joint irregularities or degradation (the “Drive Axle Defect” or the “Defect”). The Drive Axle Defect involves a critical drivetrain component responsible for transmitting power to the wheels during turning maneuvers. Progressive axle deterioration leads to impaired propulsion, steering response, and drivability, particularly during turning or low-speed operation and is a serious safety concern.

3. In addition, the Drive Axle Defect is, many times, audible with drivers like the Plaintiffs and others actually hearing abnormal clicking, clinking, or ratcheting noises from their drive axles while turning.

4. Owners have complained *en masse* about the defect including directly to Honda and its dealerships as well as the National Highway Traffic and Safety Administration (“NHTSA”) that their drive axles are making abnormal and anxiety-inducing noises. Below are representative NHTSA complaints:

- NHTSA Complaint No. 11708432, January 2, 2026 (Incident Date December 12, 2025) (2024 MY Prologue): “The CV Joints on both sides of the front axel (left and right) were failing and replaced in December. They are already failing again and have to be replaced again. But Honda is just replacing them with the same parts, seemingly unconcerned that it poses a significant safety risk. Here is the summary as I understand it: A failing CV joint on a Honda Prologue often starts with clicking/popping noises when turning, vibrations, and potential power loss, but can escalate to the joint disintegrating, causing the axle to break, leading to the wheel locking up and potential loss of control, making the vehicle undrivable and unsafe. Many owners report issues with premature CV axle failure, characterized by these symptoms, sometimes leading to a complete axle replacement under warranty. The clunking noise is what has been the biggest teller for us, confirmed upon inspection. This started around 8k miles and was repaired around 8,900 miles. We're at 9,100 miles and it is failing again (january). It is covered under warranty - for now. But since they're just replacing them with the original parts that are failing (presumably because of the weight of the vehicle) this will keep happening. I shudder to think not only of the safety issues but the potential cost once the warranty ends - which isn't much longer.”
- NHTSA Complaint No. 11709705, January 8, 2026 (Incident Date January 7, 2026) (2025 MY Prologue): “Around 3000 miles both front axles developed a clicking sound when turning. The sounds has gotten progressively worse over the next 2000 miles. Honda dealer service center confirmed bad axles but states Honda America no longer allows them to replace the axles since the replacements are failing quickly. Second dealer also declined to fix defective axles stating Honda America is "working on a new part". No one knows what the part is or when it will potentially be available. Honda dealer now appraises the Prologue at \*less than half\* of the MSRP. (Vehicle has 5000 miles.)”

5. Honda obtained pre-sale knowledge of the Drive Axle Defect through several sources including but not limited to pre-production testing, numerous consumer complaints made internally to Honda and Honda dealerships as well as to NHTSA and reports on Prologue-

enthusiast websites and Prologue Facebook groups, warranty and part sales data, and dealership repair orders. Honda has also acknowledged the Defect, issuing a “Tech Line” publication to its dealerships recognizing that owners of 2024-2026 model year Prologue vehicle “complain of a clicking or ratcheting type noise when turning” and that it was investigating the Defect.

However, Honda failed to disclose the Defect to Plaintiffs and putative class members when they purchased their vehicles. Had Plaintiffs and the Class Members known about the Drive Axle Defect, they would not have purchased the Class Vehicles or would have paid substantially less for them.

6. Moreover, Honda fails to repair the Defect under its warranty. At most, it replaces the defective drive axles with equally defective components which will fail again; the repair is nothing more than a band aid. Indeed, in its Tech Line publication to dealerships Honda admits that it only has a “temporary solution” for the Defect (replacing the defective part with the same defective part),

7. Honda’s sale of the Class Vehicles with the Drive Axle Defect and its failure to repair the Defect constitutes a breach of the implied warranty of merchantability and Honda’s express warranty, a violation of the Pennsylvania Lemon Law, and Honda has been unjustly enriched by selling these defective vehicles.

8. Honda has and will continue to benefit from its unlawful conduct – by selling more vehicles, at a higher price, and avoiding warranty obligations – while consumers are harmed at the point of sale as their vehicles continue to suffer from the unremedied Drive Axle Defect.

9. To remedy Honda’s unlawful conduct, Plaintiffs, on behalf of the proposed class members, seek damages and restitution from Honda, as well as notification to class members

about the defect.

**PARTIES**

10. Plaintiff Ashley Custer (“Plaintiff Custer” or “Ms. Custer”) is an adult individual residing in Willow Grove, Pennsylvania.

11. Plaintiff Jorge Santiago (“Plaintiff Santiago” or “Mr. Santiago”) is an adult individual residing in New Hampton, New York.

12. Defendant American Honda Motor Co., Inc. (“Honda”) is headquartered at 1919 Torrance Boulevard, Torrance, California 90501-2746. Honda is registered to do business in the Commonwealth of Pennsylvania and Honda’s registered agent within the Commonwealth of Pennsylvania is “Corporation Service Company” located at 2595 Interstate Drive, #103, Harrisburg, Pennsylvania 17110.

13. Honda distributes Honda vehicles in the United States including throughout New York and the Commonwealth of Pennsylvania, and sells these vehicles through its network of dealers. Money received from the purchase of a Honda vehicle from a dealer flows from the dealer to Honda.

14. At all times herein mentioned, Honda designed, engineered, developed, manufactured, fabricated, assembled, equipped, tested or failed to test, inspected or failed to inspect, repaired, retrofitted or failed to retrofit, failed to recall, labeled, advertised, promoted, marketed, supplied, distributed, wholesaled, and/or sold the Class Vehicles, including the vehicles operated by Plaintiffs. Honda also reviews and analyzes warranty data submitted by Honda’s dealerships and authorized technicians in order to identify defect trends in vehicles. Upon information and belief, Honda dictates that when a repair is made under warranty (or warranty coverage is requested), service centers must provide Defendant with detailed

documentation of the problem and the fix that describes the complaint, cause, and correction, and also save the broken part in the event Defendant decides to audit the dealership. Honda uses this information to determine whether particular repairs are covered by an applicable Honda warranty or are indicative of a pervasive defect.

15. Honda also developed the marketing materials to which Plaintiffs and the Class were exposed, owner's manuals, informational brochures, warranty booklets, and information included in maintenance recommendations and/or schedules for the Class Vehicles, all of which fail to disclose the Drive Axle Defect.

### **JURISDICTION AND VENUE**

16. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332(d) of the Class Action Fairness Act of 2005 because: (i) there are 100 or more class members, (ii) there is an aggregate amount in controversy exceeding \$5,000,000, exclusive of interest and costs, and (iii) there is minimal diversity because Plaintiffs and Class Members, and Defendant are citizens of different states.

17. Personal jurisdiction and venue are proper in this District as Defendant is registered to do business in the Commonwealth of Pennsylvania, and Defendant has appointed a registered agent in the Commonwealth of Pennsylvania. Thus, pursuant to 42 Pa. Cons. Stat. Ann. § 5301, Defendant consented to a general jurisdiction within this District. *Mallory v. Norfolk S. Ry. Co.*, 600 U.S. 122, 143 S. Ct. 2028, 216 L. Ed. 2d 815 (2023).

### **FACTUAL ALLEGATIONS APPLICABLE TO INDIVIDUAL PLAINTIFFS**

#### **I. Ashley Custer**

18. On May 9, 2025, Ms. Custer leased a new 2024 Honda Prologue, Vehicle Identification Number 3GPKHXRJ6RS544948 (hereafter the "Custer Vehicle") from Conicelli

Honda, an authorized Honda dealership located in Conshohocken, Pennsylvania.

19. Prior to leasing the 2024 Honda Prologue, Ms. Custer researched the vehicle including by reviewing the window sticker affixed to the vehicle and speaking with a salesperson from Conicelli Honda. Based on her review and discussions with the leasing dealership, Ms. Custer was led to believe that the 2024 Honda Prologue was, among other things, a safe, reliable, and high-quality vehicle.

20. Prior to the lease, Conicelli Honda assured Ms. Custer that the Custer Vehicle was accompanied by American Honda Motor Co., Inc.'s New Vehicle Limited Warranty.

21. In its New Vehicle Limited Warranty, Honda promised to "repair or replace any part that is defective in material or workmanship under normal use" without charge within 3 years or 36,000 miles in service, whichever occurs first.

22. Neither Honda nor the leasing dealership ever disclosed at the time of lease that the 2024 Honda Prologue contained the Drive Axle Defect. Indeed, Honda concealed this information from consumers, and Ms. Custer was not aware of, and did not have any reason to anticipate, that her vehicle was afflicted by the Drive Axle Defect when she leased the vehicle.

23. Honda's omissions were material to Ms. Custer. If Honda had adequately disclosed these facts before Ms. Custer leased the vehicle, she would have learned of the concealed information and would not have leased the vehicle or would have paid less for it had she known the vehicle suffered from the Drive Axle Defect.

24. Shortly after leasing the Custer Vehicle, Ms. Custer began hearing the Drive Axle Defect: when she turned the vehicle it made a loud, popping and clicking noise that sounded like she was ascending a roller coaster. The noise distracted Ms. Custer while she drives the Custer Vehicle.

25. On or about August 26, 2025, when the Custer Vehicle's mileage was 4,039 miles, Ms. Custer presented her vehicle to Honda of Abington, an authorized Honda dealership located in Abington, Pennsylvania, and complained about the Drive Axle Defect, specifically that her vehicle produced the creaking sound when turning at low speeds. The dealership attempted a repair by replacing the CV axles. The vehicle was ready for pickup on September 8, 2025. Thereafter, the Drive Axle Defect continued to manifest.

26. On November 26, 2025, when the Custer Vehicle's mileage was 7,604 miles, Ms. Custer presented her vehicle to Conicelli Honda and complained that the creaking sound during turns was continuing. In response, the dealership stated that the defect was a known issue but there were no available repairs and thus did not attempt a repair on the vehicle. In the associated repair order, the dealership wrote that Ms. Custer was "EXPERIENCING THE SUSPENSION NOISE THAT WE ARE FAMILIAR WITH AND HAVE SEEN ON OTHER PROLOGUES" and that the defect was a "KNOWN ISSUE THAT HONDA IS WORKING ON . . . ." The Drive Axle Defect remained unrepaired and Ms. Custer continued to hear the various sounds while turning.

27. On February 10, 2026, when the Custer Vehicle's mileage was 10,347 miles, Ms. Custer presented her vehicle to Honda of Abington once again concerning the Drive Axle Defect. The dealership test drove the vehicle and "confirmed that there was a clicking noise" when turning. However, the dealership did not attempt a repair pursuant to Honda's Tech Line publication because even though it confirmed again that the defect was present and the Custer Vehicle produced noises when turning.

28. The Custer Vehicle continues to suffer from the Drive Axle Defect.

29. On January 23, 2026, Ms. Custer, via counsel, sent a letter to Honda notifying it

that her vehicle had the Drive Axle Defect, remained unrepaired, and that she intended on bringing suit against Honda on behalf of herself and putative class members.

## **II. Jorge Santiago**

30. On November 9, 2024, Mr. Santiago purchased a new 2024 Honda Prologue, Vehicle Identification Number 3GPKHZRJ0RS529535 (hereafter the “Santiago Vehicle”) from Middletown Honda, an authorized Honda dealership.

31. Prior to purchasing the 2024 Honda Prologue, Mr. Santiago researched the vehicle including by speaking with a salesperson from Middletown Honda. Based on his review and discussions with the selling dealership, Mr. Santiago was led to believe that the 2024 Honda Prologue was, among other things, a safe, reliable, and high-quality vehicle.

32. Prior to the purchase, Middletown Honda assured Mr. Santiago that the Santiago Vehicle was accompanied by American Honda Motor Co., Inc.’s New Vehicle Limited Warranty.

33. In its New Vehicle Limited Warranty, Honda promised to “repair or replace any part that is defective in material or workmanship under normal use” without charge within 3 years or 36,000 miles in service, whichever occurs first.

34. Neither Honda nor the selling dealership ever disclosed at the time of purchase that the 2024 Honda Prologue contained the Drive Axle Defect. Indeed, Honda concealed this information from consumers, and Mr. Santiago was not aware of, and did not have any reason to anticipate, that his vehicle was afflicted by the Drive Axle Defect when he purchased the vehicle.

35. Honda’s omissions were material to Mr. Santiago. If Honda had adequately disclosed these facts before Mr. Santiago purchased the vehicle, he would have learned of the concealed information and would not have purchased the vehicle or would have paid less for it

had he known the vehicle suffered from the Drive Axle Defect.

36. Shortly after leading the Santiago Vehicle, Mr. Santiago began to hear the audible symptoms of the Drive Axle Defect as whenever he turned the vehicle it made a loud, popping and clicking noise. The noise distracts Mr. Santiago while he drives the Santiago Vehicle.

37. On March 29, 2025, when the Santiago Vehicle's mileage was 12,373 miles, Mr. Santiago presented the Santiago Vehicle to Middletown Honda for repair and complained that his vehicle made a clicking noise when turning. In response, Middletown Honda verified Mr. Santiago's concern but did not attempt a repair. Instead, the dealership told Mr. Santiago that the only replacement part available would not eliminate the Defect which would continue even if they replaced the part and so they did not perform any repairs. The associated repair order notes that Plaintiff Santiago "States VEHICLE IS MAKING A CLICKING NOISE WHEN MAKING SHARP TURNES" and confirms the dealership "VERIFIED CONCERN" but that "AMERICAN HONDA HAS COME OUT WITH NEW INFO IN REGARDS TO REPAIRING/FIXING CONCERN" and it identifies no repair attempts made.- The Santiago Vehicle remains unrepaired to date.

38. On January 28, 2026, Mr. Santiago, via counsel, sent a letter to Honda notifying it that his vehicle suffered from the Drive Axle Defect, remained unrepaired, and that he intended on bringing suit against Honda on behalf of himself and putative class members.

### **FACTUAL ALLEGATIONS**

#### **The Drive Axle Defect**

39. In March 2024 Honda released the Prologue, its first major all-electric mid-size SUV for the North American market, as a 2024 model year vehicle.

40. Since then, it has sold tens of thousands of Class Vehicles across the United

States.

41. The Class Vehicles suffer from a Defect in the front drive axle assemblies. The drive axle assemblies are a critical drivetrain component responsible for transmitting power to the wheels during turning maneuvers. The Class Vehicle axles have an internal joint irregularity or degradation that causes axle deterioration, impaired propulsion, steering response, and drivability. This is particularly during turning or low-speed operation. The Defect is, though may not necessarily be, audible and produces abnormal clicking, clinking, or ratcheting noises during turns.

42. The Defect is a result of the Class Vehicles' design, the way the Class Vehicles are manufactured and/or made and Honda's use of deficient materials and/or manufacturing processes for the front drive axles

43. Honda has failed to repair or replace the defective front drive axles under its written warranty when given a reasonable opportunity to do so. The only repairs available are replacing the defective part with the same defective part. Thus, although Honda issued a Tech Line publication on December 19, 2025, acknowledging customer complaints of clicking, clinking, or ratcheting noises when turning and instructing dealers to inspect for additional damage while advising that the condition is "under investigation," Honda has not provided a permanent repair or authorized the installation of *non-defective* replacement drive axles. Instead the only repairs that Honda has made available to dealerships is to replace the drive axles with the same defective parts and, even then, to only sometimes or intermittently perform that replacement. As reflected in NHTSA complaints and online consumer reports below, many Class Vehicle owners have been required to make repeated dealer visits without receiving an effective remedy.

44. Honda had and has a duty to fully disclose the Drive Axle Defect to Class Vehicle owners because the Defect will damage the car; the Defect can produce mechanical clanking, grinding noises which are a distraction to drivers and therefore is an unreasonable safety hazard; and because Honda had and has exclusive knowledge or access to material facts about the Class Vehicles' front drive axles that were and are not known to or reasonably discoverable by Plaintiffs and the other Class Members.

45. Because the front drive axles installed in the Class Vehicles are defective, Honda should repair or replace them free of charge with non-defective components, or otherwise provide appropriate relief, regardless of whether a particular axle has yet exhibited audible symptoms.

#### **The NHTSA and Online Complaints of the Defect**

46. Upon information and belief, thousands of purchasers and lessees of the Class Vehicles have experienced the Drive Axle Defect. Given how widespread the issue is, Class Vehicle owners have been complaining about the Drive Axle Defect directly to Honda since November 2024 and have been posting such complaints online.<sup>1</sup>

47. Moreover, complaints concerning the Drive Axle Defect are the most common complaint topic amongst NHTSA complaints regarding the Class Vehicles. Below are

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<sup>1</sup> See, e.g.,  
[https://www.reddit.com/r/HondaPrologue/comments/1grwe16/anyone\\_elses\\_cv\\_axle\\_go\\_bad\\_yet/](https://www.reddit.com/r/HondaPrologue/comments/1grwe16/anyone_elses_cv_axle_go_bad_yet/) (last visited February 27, 2026);  
<https://www.reddit.com/r/HondaPrologue/comments/1h2y0q3/warning/> (last visited February 27, 2026);  
[https://www.reddit.com/r/HondaPrologue/comments/1h3lrkc/axle\\_clicking\\_touring\\_awd/](https://www.reddit.com/r/HondaPrologue/comments/1h3lrkc/axle_clicking_touring_awd/) (last visited February 27, 2026)  
<https://www.prologuedrivers.com/threads/first-problem-at-1500-miles.777/> (last visited February 27, 2026).  
<https://www.prologuedrivers.com/threads/i%E2%80%99ve-got-the-axle-issue.928/> (last visited January 28, 2026).

representative complaints made by owners and lessees of 2024-2026 Honda Prologue vehicles to the NHTSA which Honda actively monitored during the relevant time period. As reflected in the complaints below the Defect is widespread, a known issue to Honda and its dealership, and owners complain that the defect persists following repair attempts:

- NHTSA Complaint No. 11652431, April 2, 2025 (Incident Date January 10, 2025) (2024 MY Prologue): “Axle or CV joint makes excessive clicking noise when turning right. Delaer has confirmed the issue. Parts have been backordered and no resolution for 2.5 months. Note, this problem appears to be reported by many other 2024 Prologue owners on the web.”
- NHTSA Complaint No. 11674177, July 17, 2025 (Incident Date July 17, 2025) (2025 MY Prologue): “Vehicle: 2025 Honda Prologue Elite Issue: Clicking or knocking noise from the front axle when turning, especially at low speeds. Concern: Potential safety risk if axle fails while driving.”
- NHTSA Complaint No. 11683627, August 28, 2025 (Incident Date August 19, 2025) (2025 MY Prologue): “The contact owns a 2025 Honda Prologue. The contact stated that while attempting to make a left or right turn, there was an abnormal sound coming from the front passenger’s side axle. A dealer was contacted. The vehicle was taken to the dealer where it was diagnosed and determined that the axle needed to be replaced. The vehicle was repaired. The manufacturer was notified of the failure. The contact was referred to the NHTSA Hotline by the manufacturer to report the failure. The failure mileage was 100.”
- NHTSA Complaint No. 11687880, September 17, 2025 (Incident Date August 27, 2025) (2025 MY Prologue): “The contact owns a 2025 Honda Prologue. The contact stated there was an abnormal clicking sound coming from the vehicle while turning the steering wheel in either direction. There was no warning light illuminated. The dealer was notified of the failure and scheduled an appointment to repair the vehicle. Upon arrival at the dealer, the contact was approached by an employee, and the employee was notified of the failure and acknowledged that the failure was a common issue. The employee then informed the contact that the issue was related to the front axle; however, the part for the repair was on backorder. The contact decided to leave the dealer without a diagnostic test being performed. The manufacturer was notified of the failure, and the contact was provided with a case number. The vehicle was not repaired. The failure mileage was 26.”
- NHTSA Complaint No. 11694803, October 21, 2025 (Incident Date September 10, 2025) (2025 MY Prologue): “The contact owns a 2025 Honda Prologue. The contact stated that while driving at various speeds, there was a clicking sound coming from the front wheels while turning in either direction. The vehicle was taken to the local dealer, who diagnosed that the CV axle was faulty and needed to be replaced. The CV axle was

replaced, and the vehicle was repaired; however, approximately 2,500 miles later, the failure reoccurred. The vehicle was taken back to the dealer, who diagnosed that the replacement CV axle had also failed. The manufacturer was notified of the failure. The contact stated that the Forward Collision Avoidance system had malfunctioned and erroneously indicated to stop the vehicle, although no other vehicles or objects were nearby. The vehicle also abruptly stopped in the middle of the road on several occasions with no other vehicles or objects nearby. The cause of the failure was not yet determined. The local dealer was notified, but no assistance was offered. The manufacturer was not informed of the failure. The failure mileage was 2,000.”

- NHTSA Complaint No. 11700064, November 18, 2025 (Incident Date August 4, 2025) (2025 MY Prologue): “The contact owns a 2025 Honda Prologue. The contact stated that while driving at undisclosed speeds and making a left or right turn, there was a cracking sound coming from the front of the vehicle. There were no warning lights illuminated. The vehicle was taken to a dealer; however, a diagnostic test was not performed. However, the dealer where the failure was being investigated. The contact stated that the tires were rotated. The manufacturer was not notified of the failure. The failure mileage was unknown.”
- NHTSA Complaint No. 11700112, November 18, 2025 (Incident Date August 20, 2025) (2025 MY Prologue): “The contact owns a 2025 Honda Prologue. The contact stated that while attempting to make a left turn, the contact heard a clicking sound coming from the driver’s side wheel. A dealer was contacted. The vehicle was taken to a dealer, and the contact was informed that the axles needed to be replaced on the front driver’s and passenger’s side. The vehicle was repaired, and the front axles were replaced; however, the failure persisted. The manufacturer was not notified of the failure. The contact was referred by the manufacturer to report the failure. The manufacturer informed the contact that the dealer would be contacted regarding the failure. The failure mileage was 3,573.”
- NHTSA Complaint No. 11701150, November 24, 2025 (Incident Date November 22, 2025) (2025 MY Prologue): “When turning right or left the vehicle is making a clicking sound. When I first got the vehicle within a month of ownership it made this sound prior to me making my first payment. I took it to the dealership for assessment and they said that there was an issue with the axle. They replaced both front axles but less than 3 months later the sound is back and I have taken my vehicle back to Honda. They told me that they have to contact corporate to see how Honda will want to handle the issue. I have literally only made 4 payments since having the vehicle. There seems to be a major issue that has been called out on Reddit forums however no one seems to be reporting the issue properly.”
- NHTSA Complaint No. 11702071, November 30, 2025 (Incident Date November 28, 2025) (2025 MY Prologue): “The vehicle makes a noticeable clicking sound when making routine left and right turns. This noise is not coming from the cabin of the vehicle, but sounds like it's coming from the wheels/axles. I have observed some level of clicking sound during turns since I purchased the vehicle in May 2025, but with each

passing month, the volume and frequency of the clicking has increased. I now feel unsafe making any turns at 90 degrees or greater as the steering feels insecure and sounds indicate possible hazard/parts failure during vehicle operation. Almost all turns feel as though they are pushing the vehicle to the limit and I fear the parts/joints will fail while the vehicle is in operation. U-Turns are nearly out of the question. If a vehicle cannot safely and effectively make a greater degree of turn, then the turning radius should not allow a driver to put the vehicle into that position. However, for this vehicle, it seems almost any turning at all would then be completely impossible. As the car is still new and well within warranty, I will be taking it to my dealership for inspection and repair. The vehicle has never been in any type of collision or accident of any kind.”

- NHTSA Complaint No. 11702946, December 4, 2025 (Incident Date December 4, 2025) (2025 MY Prologue): “Bad front driver's side axle. Loud clicking noise heard when turning left, on every turn”
- NHTSA Complaint No. 11702948, December 4, 2025 (Incident Date December 4, 2025) (2025 MY Prologue): “When I am doing any kind of sharp turn like a u turn or exiting my drive way, there is a loud clicking noise coming from what seems like the axel.”
- NHTSA Complaint No. 11703054, December 4, 2025 (Incident Date November 13, 2025) (2025 MY Prologue): “The car has 3000 miles on it and the CV joints have failed. Every time I turn the car makes a clicking sound.”
- NHTSA Complaint No. 11703055, December 4, 2025 (Incident Date November 19, 2025) (2025 MY Prologue): “My 2025 Honda Prologue Elite is experiencing multiple safety-related issues. The front CV axles make a consistent clicking noise when turning, indicating a possible drivetrain or axle defect. The power tailgate also intermittently and unexpectedly closes on its own while loading or unloading, creating a risk of head injury. In addition, the infotainment screen and digital gauge cluster will randomly shut off while driving—sometimes for up to 30 seconds—leaving me without speed, range, or other essential telemetry while the vehicle is in motion. All of which the dealer will not address or states they can't replicate.”
- NHTSA Complaint No. 11703263, December 5, 2025 (Incident Date December 2, 2025) (2025 MY Prologue): “Brake by it self on the street multiple times and then when I'm goin reverse it sence sometimes something and does not let me go also the battery does not let me charge more of 20% when the red car on the dash appear and it has a noise when your turning”
- NHTSA Complaint No. 11703684, December 8, 2025 (Incident Date December 1, 2025) (2025 MY Prologue): “Vehicle makes click-click-click (2-4) on hard over turns with accelerations (e.g. parking lot exit to street) Sounds front right CV/Axle region. Vehicle has intermittent MIL "Service High Voltage Soon" which resolves on subsequent startup, might be linked to scheduled charging within car infotainment.”

- NHTSA Complaint No. 11704133, December 10, 2025 (Incident Date October 1, 2025) (2025 MY Prologue): “My 2025 Honda Prologue Touring, purchased in August and currently with only 7,000 miles, is experiencing multiple serious safety issues. The vehicle has already had both the left and right axles replaced. by warranty Now, the left axle is failing again. A defective axle can break at high speeds, which puts my entire family at risk, including my baby. This issue compromises vehicle stability and could easily lead to a serious accident. Additionally, the vehicle’s collision mitigation system activates unexpectedly, causing the car to brake on its own without any obstacle present. This sudden braking is extremely dangerous, especially on the highway, as it could result in a rear-end collision. The blind-spot indicators also activate at random. When I attempt to turn right or left, the blind-spot warning turns on even when I double-check and confirm that there are no vehicles anywhere near me. This creates confusion and hesitation while driving, increasing the risk of a crash. Given the repeated axle failures, unintended braking, and malfunctioning blind-spot monitoring system, I believe the vehicle presents significant safety defects that require investigation.”
- NHTSA Complaint No. 11704411, December 11, 2025 (Incident Date October 1, 2025) (2025 MY Prologue): “Consistent clicking noise when turning steering wheel left or right from stopped to slow speeds. Noise observed around 1,200 miles. Both front CV joints/axels were replaced by dealership of purchase at approximately 3,200 miles. Identical clicking sounds have begun again. Vehicle has approximately 5,200. Issue has been reported to dealership of purchase again.”
- NHTSA Complaint No. 11704799, December 12, 2025 (Incident Date November 9, 2025) (2025 MY Prologue): “I have noticed a loud knocking sound coming from both the front right and left areas of the car when turning. I have read it may be a faulty CV joint but I am not sure. This issue arose before the car reached 6k miles. I believe these joints play a significant role in vehicle stability and safety. I have not been able to take it to the dealer yet but I will as soon as I can get a day off of work. There were no warnings on the dash, just a loud knocking when turning which appears to be a common defect that users are experiencing.”
- NHTSA Complaint No. 11704915, December 13, 2025 (Incident Date November 20, 2025) (2025 MY Prologue): “CV axle clicking noise when turning left”
- NHTSA Complaint No. 11704930, December 14, 2025 (Incident Date August 1, 2025) (2025 MY Prologue): “ Every time I have to turn the car on a 90 degree angle from a full stop at an intersection, the car makes a loud clicking sound as the car comes in and out of making the turn. A quick internet search about this shows it’s a widespread issue, and Honda is replacing axles to fix the issue. This should be a recall.”
- NHTSA Complaint No. 11705765, December 18, 2025 (Incident Date December 2, 2025) (2025 MY Prologue): “When turning at a slow speed there is a clicking sound caused by a faulty CV joint. It appears re-engineered parts are not available. To repair the issue, the same parts are used, which are likely to keep failing.”

- NHTSA Complaint No. 11707519, December 29, 2025 (Incident Date December 29, 2025) (2024 MY Prologue): “When making sharp turns, the vehicle makes a clicking sound. Honda indicates they are currently investing the issue but at this time does not have a solution. This issue has been ongoing since the vehicle was acquired in August 2024. The issue is worse when turning to the left, and during cold weather.”
- NHTSA Complaint No. 11707877, December 30, 2025 (Incident Date November 1, 2025) (2024 MY Prologue): “The vehicle makes clicking/popping noises when steering. It starts only when turning the wheel hard one way or the other. As the problem gets worse, turning slightly is enough to make clicking noise. CV Joints/Axles have been replaced every 3,000 miles on my vehicle; around 3,000 and 6,000 miles. Honda seems to be aware of this issue, but is using the same parts to replace the bad joints every time. So it seems the problem is destined to repeat itself over and over. I am wondering when this will become a safety issue. Especially once my warranty runs out and it becomes exorbitant to replace the joints for myself.”
- NHTSA Complaint No. 11707870, December 30, 2025 (Incident Date August 1, 2025) (2024 MY Prologue): “This is not one incident, but a building problem. We are hearing a clicking sound from the front of the car whenever making a turn. I think it is the same CV joint problem so many other Prologue owners are complaining about. Is this dangerous? This is our fourth Honda vehicle, and one would expect a reputable company like Honda to stand by their vehicles. A recall is certainly warranted with so many having this issue.”
- NHTSA Complaint No. 11707848, December 30, 2025 (Incident Date December 1, 2025) (2024 MY Prologue): “The vehicle's steering and suspension are making a clicking noise at the CV joint. There are no clear dashboard signs or error indicating that there is an issue with the vehicle. Multiple service department members at Honda dealerships have noted a large number of problems related to this topic. The car will be taken to the dealership on January 31, 2026, for inspection. The service department mentioned that the vehicle will be inspected and a service notice will be created, but there is no solution for this safety issue.”
- NHTSA Complaint No. 11707976, December 31, 2025 (Incident Date December 31, 2025) (2024 MY Prologue): “Known issue with CV joints causing loud crunching/clicking sounds when turning”
- NHTSA Complaint No. 11708432, January 2, 2026 (Incident Date December 12, 2025) (2024 MY Prologue): “The CV Joints on both sides of the front axel (left and right) were failing and replaced in December. They are already failing again and have to be replaced again. But Honda is just replacing them with the same parts, seemingly unconcerned that it poses a significant safety risk. Here is the summary as I understand it: A failing CV joint on a Honda Prologue often starts with clicking/popping noises when turning, vibrations, and potential power loss, but can escalate to the joint disintegrating, causing the axle to break, leading to the wheel locking up and potential loss of control, making the vehicle undrivable and unsafe. Many owners report issues with premature CV axle failure, characterized by these symptoms, sometimes leading to a complete axle

replacement under warranty. The clunking noise is what has been the biggest teller for us, confirmed upon inspection. This started around 8k miles and was repaired around 8,900 miles. We're at 9,100 miles and it is failing again (january). It is covered under warranty - for now. But since they're just replacing them with the original parts that are failing (presumably because of the weight of the vehicle) this will keep happening. I shudder to think not only of the safety issues but the potential cost once the warranty ends - which isn't much longer.”

- NHTSA Complaint No. 11708578, January 3, 2026 (Incident Date March 26, 2025) (2024 MY Prologue): “Clicking cv joints when turning”
- NHTSA Complaint No. 11708956, January 5, 2026 (Incident Date September 1, 2025) (2024 MY Prologue): “The vehicle's steering and suspension are making a clicking noise at the CV joint. There are no clear dashboard signs or error indicating that there is an issue with the vehicle. It started a couple months ago and I see that it is a common issue in Honda prologue coming from Chevy component reuse.”
- NHTSA Complaint No. 11708916, January 5, 2026 (Incident Date November 1, 2025) (2025 MY Prologue): “When accelerating and turning left or right at the same time there is a severe clicking sound coming from the CV Joints sounds like they are cracked. This started to happen at 3500 miles. Brought it into the Honda dealership Service Department and they said it was a known issue and there was not a fix. Contrary to the research that I have done about this issue and Honda has been replacing these with a so-called new part number that fixes the issue. I am concerned because when turning and accelerating the stability of the vehicle does not feel safe.”
- NHTSA Complaint No. 11709257, January 6, 2026 (Incident Date January 6, 2026) (2024 MY Prologue): “CV Axles making clocking noise when turning left and right. Also, when driving above 60 MPH wheel vibrate and anf whole right side shaking. While dealership claiming it is not a safety concern, I am confident this vehicle should not drive on high way with this issue.”
- NHTSA Complaint No. 11709305, January 7, 2026 (Incident Date June 3, 2025) (2024 MY Prologue): “Suspension or steering system makes an awful clicking noise when turning left or right.”
- NHTSA Complaint No. 11709415, January 7, 2026 (Incident Date January 5, 2026) (2024 MY Prologue): “Clicking noise when turning left signs of a failed CV joint”
- NHTSA Complaint No. 11709425, January 7, 2026 (Incident Date January 4, 2026) (2024 MY Prologue): “Excessive clicking and popping while turning wheels left or right. Ive been to the dealer to replace this going on two times now. Its clear its the axles (CV JOINTS). All of the forums say the same thing. Chevy co-produced this car and Honda was well aware of the problems the BLAZER EV has. My salesman said they are not aware of the problem but the service appointment scheduler said "if its a Prologue, plan on leaving it a while" Waiting for this to be a full blown recall.”

- NHTSA Complaint No. 11709434, January 7, 2026 (Incident Date August 13, 2025) (2024 MY Prologue): “CV joints making clicking noise when turning both sides.”
- NHTSA Complaint No. 11709791, January 8, 2026 (Incident Date September 1, 2025) (2024 MY Prologue): “The vehicle began popping when turning left near the axel. Once brought up to Honda we were made aware that they know about the issue but my vehicle didn’t fall as necessary to fix.....yet and they are hoping for a recall in order to address my issue. Till then I’m supposed to drive around with a potentially broken axel with my children.”
- NHTSA Complaint No. 11709705, January 8, 2026 (Incident Date January 7, 2026) (2025 MY Prologue): “Around 3000 miles both front axles developed a clicking sound when turning. The sounds has gotten progressively worse over the next 2000 miles. Honda dealer service center confirmed bad axles but states Honda America no longer allows them to replace the axles since the replacements are failing quickly. Second dealer also declined to fix defective axles stating Honda America is "working on a new part". No one knows what the part is or when it will potentially be available. Honda dealer now appraises the Prologue at \*less than half\* of the MSRP. (Vehicle has 5000 miles.)”
- NHTSA Complaint No. 11710037, January 9, 2026 (Incident Date February 12, 2025) (2024 MY Prologue): “CV joint clicking when turning about 1 month after purchasing the vehicle last year (vehicle purchased 1/4/25). Dealer is aware but said that there is no fix. Still clicking turning both left and right. False emergency breaking system--alerts when there is nothing in front of the car. Has suddenly stopped while driving twice, which is dangerous.”
- NHTSA Complaint No. 11709923, January 9, 2026 (Incident Date December 1, 2025) (2025 MY Prologue): “Within 1K miles, both CV joints began to "click" when doing low speed turns -- or accelerating while turning. This is a VERY widely documented issue with the Honda Prologue. Just took the car in to my local (Honda Marin) dealership (car now has 5K miles). They verified the issue but stated Honda of America had no fix at this time -- and that it wasn't a safety concern. I'm not sure how this can be true -- when a CV joint fails, you no longer have power to the wheels.”
- NHTSA Complaint No. 11710356, January 12, 2026 (Incident Date January 5, 2026) (2024 MY Prologue): “Loud clicking and thumping noises from area of wheel drive axles. This predominantly occurs when the front wheels are turned off center. Clicking in axles and loud thumping in the chassis are enhanced with acceleration.”
- NHTSA Complaint No. 11710486, January 12, 2026 (Incident Date December 8, 2025) (2024 MY Prologue): “I notice every morning when leaving for work, making left turns, there is an unusual knocking sound while turning. Sometimes it happens turning right, but mainly on left turns.”

- NHTSA Complaint No. 11710499, January 12, 2026 (Incident Date January 11, 2026) (2024 MY Prologue): “Vehicle drive shaft makes clicking noise at the CV joint.”
- NHTSA Complaint No. 11710301, January 12, 2026 (Incident Date January 5, 2026) (2025 MY Prologue): “Unknown electrical issue in the cold. Saw posts online about people getting "High voltage system" errors and after a few days in the cold it happened to me. Dealership couldn't find the issue and simply cleared the error codes telling me to come back in if it happens again. Huge issue, as it limits the range to protect the system from further issues but doesn't give me enough range to even drive home from work if the errors appears during my commute. Occasionally my front sensors don't work but give no indication of any issues, other times it notifies me that they need cleaned, but not always. Not reliable enough to trust in anything but perfect circumstances. I am also getting the CV joint clicking issue occasionally when turning, unsure if related to cold weather or not but it has only happened in 10-20 degree weather. Sounds very bad when it occurs, not very reassuring when driving a car with less than 6000 miles on it.”
- NHTSA Complaint No. 11710582, January 13, 2026 (Incident Date November 6, 2025) (2024 MY Prologue): “CV joints making a clicking noise when turning. Right Honda in Scottsdale AZ diagnosed it Nov 2025. As of Jan 2026, there are still no parts to repair after calling the dealership to get an update.”
- NHTSA Complaint No. 11710585, January 13, 2026 (Incident Date December 19, 2025) (2024 MY Prologue): “CV shaft is clicking when turning the wheel.. 6,100 miles”
- NHTSA Complaint No. 11710880, January 14, 2026 (Incident Date January 14, 2026) (2024 MY Prologue): “Clicking noise from CV joints when turning left and right at 7717 miles.”
- NHTSA Complaint No. 11710909, January 14, 2026 (Incident Date December 4, 2025) (2024 MY Prologue): “Cv joints since 800 miles had new one put in at 9089 miles. Clicking starting happening again about 1,000 miles after repair was done. My car is currently at 12,000 miles and its worse than its ever been. I called the dealer and waiting for a call back. The next is AEB system. My car will suddenly go through all the motions of emergency braking at a stand still. I also get the beeping on the highway and there is nothing in front of me or around me”
- NHTSA Complaint No. 11711103, January 15, 2026 (Incident Date January 1, 2025) (2024 MY Prologue): “When turning the steering wheel 3/4 turn, a knocking sound is heard until the steering wheel is straightened. Suspecting CV joints.”
- NHTSA Complaint No. 11711133, January 15, 2026 (Incident Date November 1, 2025) (2024 MY Prologue): “CV joints clicking when turning Service eCall keeps coming on Warning light on next to battery range with an exclamation point over the car. The manual indicates its a system malfunction that can be related to vehicle stability assist (VSA) electric power steering (EPS). My safety has not been put at risk. I am scheduled to have the car inspected and repaired on 1/19/26.”

- NHTSA Complaint No. 11711324, January 16, 2026 (Incident Date October 1, 2025) (2024 MY Prologue): “Three major problems stand out: faulty CV joints/axles that produce loud clicking or knocking noises when turning, false activations of the automatic emergency braking (AEB) system, which I had to turn off, and high-voltage system failures that can disable charging or limit performance. Other concerning issues include steering malfunctions, infotainment system blackouts, USB-C not connecting, battery not charging to 300mi range, forward collision sensor false activation, and braking anomalies.
- NHTSA Complaint No. 11711383, January 16, 2026 (Incident Date January 6, 2026) (2024 MY Prologue): “The automatic emergency braking system suddenly applies even when there are no obstructions. Happens regularly. I was almost rear-ended at a stop light by another vehicle because of the sudden application of the emergency braking system, even though there was nothing in front of me. Axel makes a loud cranking sound when making a right or left turn. Battery 'Service vehicle now' warning consistently comes on with warning to reduce acceleration even when the vehicle is not in motion.
- NHTSA Complaint No. 11711405, January 16, 2026 (Incident Date December 15, 2025) (2024 MY Prologue): “Clunking sound from front of car when turning. Dealer inspected vehicle and reported that this is a known issue related to CV joint/ axle but parts to resolve are back ordered or unavailable. Vehicle has less than 5500 miles.”
- NHTSA Complaint No. 11711503, January 16, 2026 (Incident Date December 7, 2025) (2024 MY Prologue): “My honda prologue makes a loud knocking sound at every turn. Dealer says it's covered under warranty and it's the CV axle. Came in today and apparently there was a stop work order for this issue on the honda prologues. This issue has been replicated and confirmed by the dealer. This issue appeared around 2 months ago at around 12k miles. No warning lamps, no system warning, just a very loud knocking sound at every turn.”
- NHTSA Complaint No. 11711569, January 16, 2026 (Incident Date January 16, 2026) (2024 MY Prologue): “When turning my vehicle I hear a clicking & cracking sound in the cv joints of the car. It happens in both directions. This can be a safety issue when driving if the axial or CV joints fail. It could put myself, my family & other people on the road in danger if this happens & the joints go out or fail. NO warning lights it just happened over time. the car has only 14000 miles at the time of this complaint.
- NHTSA Complaint No. 11711846, January 19, 2026 (Incident Date January 19, 2026) (2024 MY Prologue): “When I turn my Honda Prologue wheels to the right or left and accelerate (usually all the way/full turn, but not always), I will hear clicking. I understand this has been a previously reported CV Axle joint clicking issue that I am now experiencing on my car.”
- NHTSA Complaint No. 11711814, January 19, 2026 (Incident Date April 1, 2025) (2025 MY Prologue): “Every time I turn fully left or right there is a clicking, binding type

noise. Gos away as steering is straightened. Have not gone to dealer yet because I have heard on Prologue forum web site that it is not being fixed yet, some have been in 3 to 6 times to replace cv axles, but that Honda engineering is working on a fix, ie a newly designed cv axles. Would appreciate any help on speeding up this process.”

- NHTSA Complaint No. 11712066, January 20, 2026 (Incident Date November 17, 2025) (2024 MY Prologue): “Clicking noise from the axel joints when turning. Already replaced once and happening again. Worried it is a safety issue.”
- NHTSA Complaint No. 11712352, January 21, 2026, (Incident Date October 8, 2025) (2024 MY Prologue): “Car is 12 months old and we every turn left or right excel make noise cut cut cut.... Axels are not good and this has been going on the past 3 months”
- NHTSA Complaint No. 11712368, January 21, 2026, (Incident Date January 21, 2026) (2024 MY Prologue): “The Sound: A loud clicking, clunking, or "popping" noise coming from the front wheels. When it happens: It is most noticeable when turning the steering wheel (especially sharp turns at low speeds) or accelerating from a stop. The Issue: The Constant Velocity (CV) joints in the front axles may be defective or prone to premature wear.”
- NHTSA Complaint No. 1171245, January 21, 2026 (Incident Date January 20, 2026) (2024 MY Prologue): “I wanted to register a complaint on an issue we have experienced in our 2024 Honda Prologue EX Elite with the "CV axles." This vehicle was sold to us with like-new mileage and was also certified, pre-owned by Honda. Symptoms of the problem were knocking sounds heard from the lower, front section of the car when accelerating from a stop and turning at the same time. It was first noticed around 4000 miles and diagnosed by the local Honda dealer at around 7300 miles. Based on many blog postings about consumer experiences with this issue, I believe it would have been difficult for Honda to unknowingly sell this car with this as a design defect, and it does not have a fix other than replacing with the same part which is prone to failure. Again, this claim can be backed up by many other consumer postings which reference defective CV axles being replaced multiple times. We would have made a wiser decision on purchase selection and are now concerned about resale value of the car. We are asking for your help in a recall mandate after evaluating the problem for Honda Prologues and GM vehicles using the same platform.”
- NHTSA Complaint No. 11712541, January 21, 2026 (Incident Date January 21, 2026) (2024 MY Prologue): “When you turn left or right, there a cracking sound from the front axel.”
- NHTSA Complaint No. 11712759, January 22, 2026, (Incident Date January 14, 2026) (2024 MY Prologue): “The CV joints are clicking on both sides of the vehicle”
- NHTSA Complaint No. 11712761, January 22, 2026, (Incident Date January 14, 2026) (2024 MY Prologue): “The cv joints on both sides are clicking”

- NHTSA Complaint No. 11712982, January 23, 2026 (Incident Date January 23, 2026) (2025 MY Prologue): “Clicking coming from Axle when making sharp turns left or right, Took to Honda dealership and was told there is no fix for this issue currently and it would be something i have to live with.”
- NHTSA Complaint No. 11713070, January 24, 2026 (Incident Date January 23, 2026) (2025 MY Prologue): “There is a clunking, clicking or ratcheting noise when turning left or right. Reported issue to dealer multiple times. They replaced a CV axle on one side, but shortly after the other the noise came back. Dealer mechanic stated that Honda acknowledges the issue but there is not a fix at this time because spare parts have the same defect.”
- NHTSA Complaint No. 11713192, January 25, 2026 (Incident Date December 1, 2025) (2024 MY Prologue): “It's a noise coming from the front of both tires; it's a very, very unpleasant noise that's a little frightening because it's in the suspension area of the tires, and it sounds like something could break. The noise is also very loud and quite annoying. It's uncomfortable to drive with that noise all the time; it's constant when turning left or right. I'm trying to figure out if it's a manufacturing defect or something that can be fixed. I've already taken it to the dealership twice to report this problem, and they tell me it's normal, that the car is supposed to make that noise, but I don't think it's normal. I need an answer to my problem before I can talk to my lawyer because I don't think this is normal. It's a new truck; I don't think this is normal.”
- NHTSA Complaint No. 11713216, January 25, 2026 (Incident Date December 1, 2025) (2024 MY Prologue): “Problem with the CV joints on the Honda Prologue, clicking noise when you turn the vehicle. Honda replaced the defective part first time this happened but now it's back again, and it's only one year since I leased the car.”
- NHTSA Complaint No. 11713941, January 28, 2026 (Incident Date November 12, 2025) (2025 MY Prologue): “CV Axle makes a clicking noise whenever vehicle is making a turn from initial stop to acceleration. Vehicle started making noise at or around 7k miles from taking New Car Delivery.
- NHTSA Complaint No. 11713892, January 28, 2026 (Incident Date September 1, 2025) (2024 MY Prologue): “The front suspension (CV joint or drive shaft) makes a clicking/popping/knocking noises when turning right and left from a standstill. The car has 15,000 miles. The noise started around 10,000 miles.”
- NHTSA Complaint No. 11713829, January 28, 2026 (Incident Date January 28, 2026) (2024 MY Prologue): “The CV joints began clicking when turning at low speed and were repaired under warranty by the dealer. Dealer warned this is happening with lots of Prologues and might recur. Now approaching 7000 miles and the problem is occurring again, requiring further service. It doesn't appear that the replacement/fix is actually better, so the problem just keeps happening.”

- NHTSA Complaint No. 11714324, January 29, 2026 (Incident Date December 1, 2025) (2024 MY Prologue): “I am reporting a recurring mechanical issue with my 2024 Honda Prologue. When turning the steering wheel at low speeds (specifically during parking maneuvers or U-turns), there is a loud, metallic clicking and popping noise coming from the front axle area. This symptom is consistent with a premature failure of the CV joints or the half-shafts. This issue is creating a safety concern regarding the structural integrity of the drivetrain while operating the vehicle.”
- NHTSA Complaint No. 11714180, January 29, 2026 (Incident Date January 28, 2026): “I have just over 8,000 miles, and now when I turn left or right there is clicking sounds coming from the front suspension (left tire area when turning left, right tire area when turning right). I've had the vehicle (bought used) for about 1500 miles now. I don't notice anything other than the clicking sound, but I'm afraid that there might be more wrong with the suspension. I plan on going to the dealer to look at it.”

48. Although Honda was aware of the widespread nature of the Drive Axle Defect in the Class Vehicles, and that it posed safety risks, Honda has failed to take adequate steps to notify all Class Vehicle owners of the Defect and provide relief.

49. Customers have reported the Drive Axle Defect in the Class Vehicles to Honda directly and through its dealers. Defendant is fully aware of the Drive Axle Defect contained in the Class Vehicles. Moreover, Defendant had the ability to notify Class Vehicle owners about the Drive Axle Defect directly and via its authorized dealerships at the time of sale and thereafter. Nevertheless, Defendant actively concealed the existence and nature of the Defect from Plaintiffs and the other Class Members at the time of purchase or repair and thereafter.

Specifically, Defendant:

- a. failed to disclose, at the time of purchase or repair and thereafter, any and all known material defects or material nonconformities of the Class Vehicles, including the Drive Axle Defect;

- b. failed to disclose, at the time of purchase or repair and thereafter, that the Class Vehicles and their front drive axles were not in good working order, were defective, and were not fit for their intended purpose; and,
- c. failed to disclose and/or actively concealed the fact that the Class Vehicles and their front drive axles were defective, despite the fact that Defendant learned of the Drive Axle Defect either prior to selling the vehicle or shortly after it began selling the vehicles to the public.

50. Defendant has deprived Class Members of the benefit of their bargain, exposed them all to a dangerous safety Defect, and caused them to expend money at its dealerships or other third-party repair facilities and/or take other remedial measures related to the Drive Axle Defect contained in the Class Vehicles.

51. Defendant has not recalled the Class Vehicles to repair the Drive Axle Defect, has not offered its customers a suitable repair or replacement of parts related to Drive Axle Defect free of charge, and has not reimbursed all Class Vehicle owners and leaseholders who incurred costs for repairs related to the Drive Axle Defect.

52. Class Members have not received the value for which they bargained when they purchased or leased the Class Vehicles.

53. As a result of the Drive Axle Defect, the value of the Class Vehicles has diminished, including without limitation, the resale value of the Class Vehicles. Reasonable consumers, like Plaintiffs, expect and assume that a vehicle's front drive axles are not defective and will not produce abnormal clicking, clinking, or ratcheting noises during ordinary driving conditions or under circumstances that would not cause properly functioning drive axles to behave similarly. Plaintiffs and Class Members further expect and assume that Honda will not

sell or lease vehicles with known safety defects, such as the Drive Axle Defect, and will fully disclose any such defect to consumers prior to purchase or offer a suitable non-defective repair. They do not expect that Honda would fail to disclose the Drive Axle Defect to them, and then refuse to remedy the defect under Honda's warranty.

### **CLASS ACTION ALLEGATIONS**

#### **A. The Classes**

54. Plaintiffs bring this action on their own behalf, and on behalf of a nationwide class pursuant to Fed. R. Civ. P. 23(a), 23(b)(2), and/or 23(b)(3).

**Nationwide Class:** All persons or entities in the United States who are current or former owners and/or lessees of a Class Vehicle.

55. In the alternative to the Nationwide Class, and pursuant to Fed. R. Civ. P. 23(c)(5), Plaintiffs seek to represent the following state-specific classes:

**New York Class:** All persons or entities who purchased or leased any 2024-2026 Honda Prologue vehicle in the State of New York (the "New York Class").

**Pennsylvania Class:** All persons or entities who purchased or leased any 2024-2026 Honda Prologue vehicle in the Commonwealth of Pennsylvania (the "Pennsylvania Class").

**Pennsylvania Lemon Law Class:** All persons or entities who purchased or leased any new 2024-2026 Honda Prologue vehicle in the Commonwealth of Pennsylvania (the "Pennsylvania Class") who sought a repair for the Defect from a Honda authorized dealership within the earlier of the first 12,000 miles of use or one year following delivery and Honda or its authorized dealership could not or did not repair the Defect.

56. Defendant and its employees or agents are excluded from the Class.

#### **B. Numerosity**

57. Upon information and belief, the Classes are each so numerous that joinder of all members is impracticable. While the exact number and identities of individual members of the Classes are unknown at this time, such information being in the sole possession of Defendant and

obtainable by Plaintiffs only through the discovery process, Plaintiffs believe, and on that basis allege, that thousands of Class Vehicles have been sold and leased nationwide and throughout New York, and Pennsylvania.

**C. Common Questions of Law and Fact**

58. There are questions of law and fact common to the Class that predominate over any questions affecting only individual Class members. These questions include:

- a. whether the Class Vehicles suffer from the Drive Axle Defect;
- b. whether the Drive Axle Defect constitutes an unreasonable safety hazard;
- c. whether the defective nature of the Class Vehicles' front drive axles constitutes a material defect;
- d. whether Plaintiffs and the other Class Members are entitled to equitable relief, including, but not limited to, a preliminary and/or permanent injunction;
- e. whether Defendant knew or reasonably should have known of the Drive Axle Defect contained in the Class Vehicles before it sold or leased them to Class Members;
- f. Whether Defendant breached its express warranty by failing to repair the Drive Axle Defect;
- g. Whether Defendant's sale of the Class Vehicles constitutes a breach of the implied warranty of merchantability; and
- h. Whether Defendant was unjustly enriched as a result of its sale of the Class Vehicles with the Drive Axle Defect.

**D. Typicality**

59. The Plaintiffs' claims are typical of the claims of the Classes since Plaintiffs

purchased or leased defective Class Vehicles, as did each member of the Classes. Furthermore, Plaintiffs and all members of the Classes sustained economic injuries arising out of Defendant's wrongful conduct. Plaintiffs are advancing the same claims and legal theories on behalf of themselves and all absent Class members.

**E. Protecting the Interests of the Class Members**

60. Plaintiffs will fairly and adequately protect the interests of the Class and have retained counsel experienced in handling class actions and claims involving unlawful business practices. Neither Plaintiffs nor their counsel have any interest which might cause them not to vigorously pursue this action.

**F. Proceeding Via Class Action is Superior and Advisable**

61. A class action is the superior method for the fair and efficient adjudication of this controversy. The injury suffered by each individual Class member is relatively small in comparison to the burden and expense of individual prosecution of the complex and extensive litigation necessitated by Defendant's conduct. It would be virtually impossible for members of the Class individually to redress effectively the wrongs done to them. Even if the members of the Class could afford such individual litigation, the court system could not. Individualized litigation presents a potential for inconsistent or contradictory judgments. Individualized litigation increases the delay and expense to all parties, and to the court system, presented by the complex legal and factual issues of the case. By contrast, the class action device presents far fewer management difficulties, and provides the benefits of single adjudication, an economy of scale, and comprehensive supervision by a single court. Upon information and belief, members of the Class can be readily identified and notified based on, *inter alia*, Defendant's vehicle identification numbers, warranty claims, registration records, and database of complaints.

62. Defendant has acted, and refused to act, on grounds generally applicable to the Classes, thereby making appropriate final equitable relief with respect to the Classes as a whole.

**FIRST CAUSE OF ACTION**

**Violation of the Magnuson-Moss Warranty Act, 15 U.S.C. §2301, *et seq.*  
(Plaintiffs on behalf of the Nationwide Class or in the alternative the New York and Pennsylvania Classes)**

63. Plaintiffs incorporate by reference all of the above paragraphs of this Complaint as though fully stated herein.

64. Plaintiffs are each a “consumer” as defined in 15 U.S.C. § 2301(3).

65. Defendant is a “supplier” and “warrantor” as defined in 15 U.S.C. § 2301(4) and (5).

66. Plaintiffs’ vehicles are each a “consumer product” as defined in 15 U.S.C. § 2301(6).

67. 15 U.S.C. § 2310(d)(1) provides a cause of action for any consumer who is damaged by the failure of a warrantor to comply with written and implied warranties.

68. 15 U.S.C. § 2304(a)(1) requires Defendant, as a warrantor, to remedy any defect, malfunction or nonconformance of the Plaintiffs’ vehicles within a reasonable time and without charge to the Plaintiffs.

69. The Defendant’s sale of the defective Plaintiff and Class Vehicles with the Drive Axle Defect constitutes a breach of the implied warranty of merchantability.

70. The Defendant’s failure and/or refusal to repair the Plaintiffs’ and Class Vehicles’ Drive Axle Defect within the applicable warranty period constitutes a breach of Honda’s written warranty applicable to those vehicles.

71. As a result of Defendant’s breaches of the written and implied warranties applicable to Plaintiffs’ and the Class Vehicles, Plaintiffs have suffered damages.

**SECOND CAUSE OF ACTION**

**Unjust Enrichment**

**(Plaintiffs on behalf of the Nationwide Class or in the alternative the New York and Pennsylvania Classes)**

72. Plaintiffs incorporate by reference all allegations contained in this Complaint as though fully stated herein.

73. By selling the Class Vehicles with the concealed Drive Axle Defect to Plaintiffs and putative class members, Honda obtained monies which rightfully belong to Plaintiffs and the Class Members to the detriment of Plaintiffs and Class Members.

74. Honda appreciated, accepted, and retained the non-gratuitous benefits conferred by Plaintiffs and the proposed Class Members who, without knowledge of the Drive Axle Defect, paid a higher price for their vehicles which actually had lower values. Honda also received monies for vehicles that Plaintiffs and the Class Members would not have otherwise purchased or leased.

75. It would be inequitable and unjust for Honda to retain these wrongfully obtained profits.

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

77. As a result of Defendant's unjust enrichment, Plaintiffs and Class Members have suffered damages.

78. Plaintiffs and Class Members seek non-restitutionary disgorgement of the financial profits that Defendant obtained as a result of its unjust conduct. This relief is more certain, prompt and efficient than other methods of calculating legal damages.

79. Additionally, Plaintiffs seek injunctive relief to compel Defendant to offer, under warranty, remediation solutions to repair the Defect with non-defective components. Plaintiffs

also seek injunctive relief enjoining Defendant from further deceptive distribution, sales, and lease practices with respect to Class Vehicles, enjoining Defendant from selling the Class Vehicles with the misleading information; compelling Defendant to provide Class members with a replacement components that do not contain the defects alleged herein; and/or compelling Defendant to reform its warranty, in a manner deemed to be appropriate by the Court, to cover the injury alleged and to notify all Class Members that such warranty has been reformed.

80. Legal remedies are not an adequate remedy for the above requested non-monetary injunctive relief and non-restitutionary disgorgement of profits.

81. Moreover, the elements of Plaintiffs' unjust enrichment claim are different from and do not require the same showings as Plaintiffs' legal claims for breach of express and implied warranty.

**THIRD CAUSE OF ACTION**

**Breach of Express Warranty pursuant to N.Y. UCC § 2-313  
(Plaintiff Santiago on behalf of the New York Class)**

82. Plaintiffs incorporate by reference all of the above paragraphs of this Complaint as though fully stated herein.

83. In connection with the sale or lease of the Class Vehicles to Plaintiff Santiago and the New York Class Members, Defendant provided Plaintiff Santiago and the New York Class Members with express warranties within the meaning of N.Y. UCC § 2-313.

84. Specifically, in connection with the sale or lease of the Class Vehicles to Plaintiff Santiago and the New York Class Members, Defendant provided Plaintiff Santiago and the New York Class Members with a New Vehicle Limited Warranty, under which it agreed to repair or replace original components found to be defective in material or workmanship within the first 36 months or 36,000 miles in service, whichever comes first. Additionally, Defendant provided

Plaintiff Santiago and the New York Class Members with a Powertrain Limited Warranty, under which it agreed to repair or replace original components found to be defective in material or workmanship, including the front drive axles, within the first 60 months or 60,000 miles in service, whichever comes first.

85. Plaintiff Santiago and the New York Class Members relied on Defendant's warranties when they agreed to purchase or lease the Class Vehicles and Defendant's warranties were part of the basis of the bargain.

86. Defendant breached these express warranties in that the Class Vehicles suffer from the above-described defects with the front drive axles, which substantially impair the Class Vehicles' use, safety, and value to Plaintiff Santiago and the New York Class Members.

87. Plaintiff Santiago and the New York Class Members have given Defendant reasonable opportunities to cure said defects, but Defendant has been unable to do so within a reasonable time.

88. As a result of said nonconformities, Plaintiff Santiago and the New York Class Members cannot reasonably rely on the Class Vehicles for the ordinary purpose of safe, comfortable, and efficient transportation.

89. Plaintiff Santiago and the New York Class Members could not reasonably have discovered said nonconformities with the Class Vehicles prior to Plaintiff Santiago and the New York Class Members' acceptance of the Class Vehicles.

90. Plaintiff Santiago and the New York Class Members would not have purchased the Class Vehicles, or would have paid less for the Class Vehicles, had they known, prior to their respective time of purchase or lease, that the front drive axles did not function as advertised and warranted.

91. As a result of Defendant's breach of express warranties, Plaintiff Santiago and the New York Class Members have been damaged in an amount that is the difference between the value of Class Vehicles if they had possessed the qualities and attributes represented and the value of the Class Vehicles Plaintiff Santiago and the New York Class Members actually received.

**FOURTH CAUSE OF ACTION**  
**Breach of Implied Warranty of Merchantability**  
**pursuant to 13 Pa. Stat. and Cons. Stat. Ann. § 2314 and 13 Pa. C.S. § 2A212**  
**(Plaintiff Custer on behalf of the Pennsylvania Class)**

92. Plaintiffs incorporate by reference all of the above paragraphs of this Complaint as though fully stated herein.

93. Defendant is a merchant with respect to motor vehicles.

94. The Class Vehicles were subject to implied warranties of merchantability running from the Defendant to Plaintiff Custer and the Pennsylvania Class Members.

95. An implied warranty that the Class Vehicles were merchantable arose by operation of law as part of the sale or lease of the Class Vehicles.

96. Defendant breached the implied warranty of merchantability in that the Class Vehicles suffer from the above-described Drive Axle Defect and thus were not in merchantable condition when Plaintiff Custer and the Pennsylvania Class Members purchased or leased them, or at any time thereafter, and the Class Vehicles are unfit for the ordinary purposes for which such vehicles are used.

97. Defendant has breached the implied warranty of merchantability because the Class Vehicles when sold or leased would not pass without objection in the trade.

98. As a result of Defendant's breach of the applicable implied warranties, owners and lessees of the Class Vehicles suffered an ascertainable loss of money, property, and/or value

of their Class Vehicles.

99. Additionally, as a result of the Drive Axle Defect, Plaintiff Custer and the Pennsylvania Class Members were harmed and suffered actual damages.

**FIFTH CAUSE OF ACTION**

**Breach of Express Warranty pursuant to 13 Pa. Stat. and Cons. Stat. Ann. § 2313 and 13 Pa. C.S. § 2A210  
(Plaintiff Custer on behalf of the Pennsylvania Class)**

100. Plaintiffs incorporate by reference all of the above paragraphs of this Complaint as though fully stated herein.

101. In connection with the sale or lease of the Class Vehicles to Plaintiff Custer and the Pennsylvania Class Members, Defendant provided Plaintiff Custer and the Pennsylvania Class Members with express warranties within the meaning of 13 Pa. Stat. and Cons. Stat. Ann. § 2313 and 13 Pa. C.S. § 2A210.

102. Specifically, in connection with the sale or lease of the Class Vehicles to Plaintiff Custer and the Pennsylvania Class Members, Defendant provided Plaintiff Custer and the Pennsylvania Class Members with a New Vehicle Limited Warranty, under which it agreed to repair or replace original components found to be defective in material or workmanship within the first 36 months or 36,000 miles in service, whichever comes first. Additionally, Defendant provided Plaintiff Custer and the Pennsylvania Class Members with a Powertrain Limited Warranty, under which it agreed to repair or replace original components found to be defective in material or workmanship, including the front drive axles, within the first 60 months or 60,000 miles in service, whichever comes first.

103. Plaintiff Custer and the Pennsylvania Class Members relied on Defendant's warranties when they agreed to purchase or lease the Class Vehicles and Defendant's warranties were part of the basis of the bargain.

104. Defendant breached these express warranties in that the Class Vehicles suffer from the above-described defects with the front drive axles, which substantially impair the Class Vehicles' use, safety, and value to Plaintiff Custer and the Pennsylvania Class Members.

105. Plaintiff Custer and the Pennsylvania Class Members have given Defendant reasonable opportunities to cure said defects, but Defendant has been unable to do so within a reasonable time.

106. As a result of said nonconformities, Plaintiff Custer and the Pennsylvania Class Members cannot reasonably rely on the Class Vehicles for the ordinary purpose of safe, comfortable, and efficient transportation.

107. Plaintiff Custer and the Pennsylvania Class Members could not reasonably have discovered said nonconformities with the Class Vehicles prior to Plaintiff Custer and the Pennsylvania Class Members' acceptance of the Class Vehicles.

108. Plaintiff Custer and the Pennsylvania Class Members would not have purchased the Class Vehicles, or would have paid less for the Class Vehicles, had they known, prior to their respective time of purchase or lease, that the front drive axles did not function as advertised and warranted.

109. As a result of Defendant's breach of express warranties, Plaintiff Custer and the Pennsylvania Class Members have been damaged in an amount that is the difference between the value of Class Vehicles if they had possessed the qualities and attributes represented and the value of the Class Vehicles Plaintiff Custer and the Pennsylvania Class Members actually received.

**SIXTH CAUSE OF ACTION**

**Violation of the Pennsylvania Lemon Law - 73 Pa. Cons. Stat. § 1951, *et seq.*  
(Plaintiff Custer on behalf of the Pennsylvania Lemon Law Class)**

110. Plaintiffs incorporate by reference all allegations contained in this Complaint as though fully stated herein.

111. Plaintiff Custer and each Pennsylvania Lemon Law Class Member is a “purchaser” as defined in 73 Pa. Stat. Ann. § 1952.

112. The Defendant is a “manufacturer” as defined in 73 Pa. Stat. Ann. § 1952 as it is in the business of importing new and unused motor vehicles into the United States for the purpose of selling or distributing them to dealerships in the Commonwealth.

113. At all times relevant hereto each Class Vehicle of Lemon Law Class Members is a “new motor vehicle” as defined in 73 Pa. Stat. Ann. § 1952.

114. The Class Vehicles each suffered the Defect which substantially impaired its use, value and safety and did not conform to the manufacturer’s express warranty.

115. Defendant had a reasonable amount of time to repair the Drive Axle Defect but did not repair the Drive Axle Defect within a reasonable number of attempts and/or a reasonable amount of time and, therefore, Plaintiff Custer and Pennsylvania Lemon Law Class Members are entitled to a full refund of the purchase price or a replacement of the vehicle under 73 Pa. Stat. Ann. § 1955.

**DEMAND FOR RELIEF**

WHEREFORE, Plaintiffs, on behalf of themselves and all others similarly situated, pray for judgment against Defendant as follows:

- a. An order certifying the proposed Classes, designating Plaintiffs as named representative of the Classes, and designating the undersigned as Class Counsel;
- b. An order awarding Plaintiffs and class members their actual damages, incidental and consequential damages, punitive damages, and/or other form of monetary relief provided by law;
- c. An order awarding Plaintiffs and the classes restitution, disgorgement, or other equitable relief as the Court deems proper;
- d. Equitable relief including, but not limited to, replacement of the Class Vehicles with new vehicles, or repair of the defective Class Vehicles with an extension of the express warranties and service contracts which are or were applicable to the Class Vehicles;
- e. A declaration requiring Defendant to comply with the various provisions of the state and federal consumer protection statutes herein alleged and to make all the required disclosures;
- f. Reasonable attorneys' fees and costs;
- g. Pre-judgment and post-judgment interest, as provided by law;
- h. Plaintiffs demand that Defendant perform a recall, and repair all Class Vehicles; and
- i. Such other and further relief as this Court deems just and proper.

**TRIAL BY JURY DEMANDED ON ALL COUNTS**

DATED: March 2, 2026

Respectfully submitted,

By: /s/ Sergei Lemberg  
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# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [2024-2026 Honda Prologue Vehicles Equipped With Defective Axles, Class Action Alleges](#)

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