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10 UNITED STATES DISTRICT COURT
11 CENTRAL DISTRICT OF CALIFORNIA
12

13 KEYANA JONES, LENA
DUBROVSKY-FISHMAN,
14 WEIHSUAN LAI, OMAR
AWAN, AND JONAH
15 MORNINGSTAR, Individually
and on Behalf of All Others
16 Similarly Situated,

17 Plaintiffs,

18 v.

19 AMERICAN HONDA MOTOR
CO., INC.,
20

21 Defendant.
22
23
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25
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27
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Case No. 2:26-cv-6222

CLASS ACTION

COMPLAINT

**ACTION SEEKING STATEWIDE OR
NATIONWIDE RELIEF**

DEMAND FOR JURY TRIAL

1 Plaintiffs Keyana Jones, Lena Dubrovsky-Fishman, Weihsuan Lai, Omar
2 Awan, and Jonah Morningstar (the “Plaintiffs”), on behalf of themselves and all
3 others similarly situated, by and through their undersigned counsel, bring this
4 action against Defendant American Honda Motor Co., Inc. (“Defendant” or
5 “Honda”). Plaintiffs allege the following based on personal knowledge as to their
6 own acts and on the investigation conducted by their counsel as to all other
7 allegations:

8 **INTRODUCTION**

9 1. This consumer class action arises from a defect in the front camera
10 system affecting 2018–2025 model years Honda Odyssey, Civic, HR-V, Clarity,
11 and Pilot vehicles (collectively, the “Class Vehicles”). The owners and lessees of
12 the Class Vehicles are referred to herein as the “Class.”

13 2. The Front Camera Defect, as defined below, affects the multiple
14 safety systems installed on the Class Vehicles intended to enhance driver
15 awareness and prevent accidents. These features include forward collision warning,
16 automatic emergency braking, lane departure warning, and lane-keeping assist.
17 These also include: the brake hold system, which keeps the vehicle stationery on
18 inclines; the collision mitigation system (which detects potential forward collisions
19 and can automatically apply the brakes); the road departure mitigation system
20 (which warns the driver or corrects vehicle trajectory when lane departures are
21 detected); adaptive cruise control (which automatically adjusts speed to maintain a
22 safe distance from other vehicles); the electric parking brake (which securely holds
23 the vehicle when parked); and a braking system designed to provide reliable
24 stopping power under normal driving conditions. Honda offers these features
25 through “Honda Sensing.”

26 3. All of these features are dependent on the vehicle’s front-facing
27 camera (“Front Camera”). However, when the Front Camera stops functioning, it
28 causes all dependent safety features to fail simultaneously. Warning lights

1 persistently reappear when the systems are inoperable and do not resolve on their
2 own, forcing the driver to continue operating the vehicle with constant system
3 alerts and failed safety features (the “Front Camera Defect”). Defendant
4 manufactured, marketed, and distributed the Class Vehicles without disclosing this
5 Front Camera Defect in material, workmanship, and/or design.

6 4. In addition, despite growing reports of these safety system failures,
7 Honda has not issued a recall related to the alleged Front Camera Defect. Honda
8 has failed and refused to provide compensation to many owners, who report having
9 to pay out of pocket for diagnostics or repairs, and has not provided customers
10 with adequate free repair or replacement options.

11 5. In addition to concealing the Front Camera Defect, Defendant actively
12 misrepresented the attributes and capabilities of the Class Vehicles by claiming,
13 among other things, that the Class Vehicles had been thoroughly tested, had no
14 manufacturing shortcomings, and were equipped with robust technology that made
15 them safe to drive on a regular basis.

16 6. Plaintiffs and the Class have suffered harm as a result of Defendant’s
17 failure to disclose the Front Camera Defect in the Class Vehicles purchased by
18 Plaintiffs and the Class.

19 7. Plaintiffs, on behalf of themselves and the Class and State Subclasses,
20 defined *supra*, seek an award of monetary damages, including the costs of
21 inspecting and repairing the Class Vehicles, and appropriate injunctive and
22 equitable relief.

23 8. It is well settled that a “plaintiff is ‘the master of the complaint,’ and
24 therefore controls much about [his or] her suit.” *Royal Canin U.S.A., Inc. v.*
25 *Wullschleger*, 220 L.Ed.2d 289, 302 (U.S. 2025).

26 JURISDICTION AND VENUE

27 9. This Court has jurisdiction over this action pursuant to the Class
28 Action Fairness Act, 28 U.S.C. § 1332(d). The aggregated claims of the individual

1 class members exceed the sum or value of \$5,000,000, exclusive of interest and
2 costs. This is a class action in which more than two-thirds of the proposed plaintiff
3 class are citizens of states other than the Defendant's.

4 10. This Court has personal jurisdiction over Defendant because
5 Defendant American Honda Motor Co., Inc. is headquartered in California,
6 conducts substantial business within this District, maintains continuous and
7 systematic contacts here, and purposefully avails itself of the privilege of
8 conducting activities in this forum by selling and distributing vehicles throughout
9 California and the United States.

10 11. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) because
11 a substantial part of the events or omissions giving rise to Plaintiffs' claims
12 occurred in this District, and Defendant Honda American Motor Co, is
13 headquartered and conducts substantial business in this District.

14 **PARTIES**

15 12. Plaintiff Lena Dubrovsky-Fishman is a resident of California, who
16 purchased a 2021 Honda Pilot from an authorized Honda dealer in California on
17 March 27, 2024.

18 13. Plaintiff Keyana Jones is a resident of Washington who purchased a
19 2025 Honda Civic Touring Hybrid from an authorized Honda dealer in
20 Washington on July 10, 2025.

21 14. Plaintiff Weihsuan Lai is a resident of California who initially leased
22 a new Honda HR-V on May 7, 2019, from an authorized Honda dealer, and later
23 purchased that vehicle off the lease on April 13, 2022.

24 15. Plaintiff Jonah Morningstar is a resident of Oregon who purchased a
25 preowned 2019 Honda Clarity in Oregon on April 11, 2024.

26 16. Plaintiff Omar Awan is a resident of Virginia who purchased a 2019
27 Honda Odyssey on October 14, 2020 from Carvana and took possession of the
28 vehicle in Maryland.

1 17. Defendant American Honda Motor Co., Inc. is a corporation
2 organized under the laws of California with its principal place of business in
3 Torrance, California, and is the U.S. sales and marketing subsidiary for
4 Honda-branded vehicles.

5 18. American Honda Motor Co., Inc. assumes responsibility for the
6 defects in the Class Vehicles as American Honda implements Japanese designs in
7 the U.S. market by marketing, distributing, warranting, and servicing the vehicles,
8 such that American Honda Motor Co. participates in and benefits from the sale of
9 the defective Class Vehicles and the misrepresentations and material omissions
10 that led consumers to purchase them.

11 19. Defendant has designed, manufactured, imported, distributed, offered
12 for sale, sold, and leased the Class Vehicles with the knowledge and intent to
13 market, sell, and lease them in all fifty states.

14 20. Defendant developed and disseminated the owners' manuals, warranty
15 booklets, product brochures, advertisements, and other promotional materials for
16 the Class Vehicles with the intent that such documents should be purposefully
17 distributed throughout all fifty states. Defendant is engaged in interstate commerce,
18 selling vehicles through their network in every state of the United States.

19 **FACTUAL ALLEGATIONS**

20 **The Vehicle and the Front Camera Defect**

21 21. The Class Vehicles share a common design and component
22 architecture for the Front Camera sensor which, when it fails, causes total collapse
23 of the Honda Sensing system, resulting in multiple warning notifications
24 reappearing on the dashboard continuously.

25 22. In recent years, a wide range of passenger vehicles, including models
26 comparable to the Class Vehicles, have been equipped with advanced safety
27 systems such as forward collision warning, automatic emergency braking, lane
28 departure warning, and lane-keeping assist. These systems are widely recognized

1 as industry standards, features that enhance driver awareness and reduce the risk of
2 accidents.

3 23. The Honda Civic, Odyssey, HR-V, Clarity and Pilot vehicles for
4 several years were equipped with multiple safety systems intended to enhance
5 driver awareness and prevent accidents. These include the brake hold system,
6 which keeps the vehicle stationary on inclines; the collision mitigation system,
7 which detects potential forward collisions and can automatically apply the brakes;
8 and the road departure mitigation system, which warns the driver or corrects
9 vehicle trajectory when lane departures are detected. They also feature adaptive
10 cruise control, which automatically adjusts speed to maintain a safe distance from
11 other vehicles, the electric parking brake, which securely holds the vehicle when
12 parked, and a braking system designed to provide reliable stopping power under
13 normal driving conditions. As stated *supra*, Honda offers these features through the
14 Honda Sensing system. The system uses a combination of a radar sensor located
15 near the lower front bumper, an interior camera by the rearview mirror, and
16 integrated computing and other technologies. Honda Sensing safety features are, in
17 material point, dependent on the Front Camera (the “Dependent Safety Features”).

18 24. This complaint concerns the Front Camera Defect underlying all of
19 these systems, which when becoming inoperable causes all Dependent Safety
20 Features to fail simultaneously. Once the vehicle begins displaying these warnings,
21 they continue to appear uninterrupted, creating an unsafe distraction for drivers.

22 25. Any safety or practicality benefits Honda claims for these driver-assist
23 features become effectively irrelevant when the systems are inoperable, because
24 the vehicle can no longer deliver the Dependent Safety Features.

25 26. Despite growing reports of these safety system failures, Honda has not
26 issued a recall. Honda has also not provided compensation to many owners who
27 report paying out-of-pocket for diagnostics or repairs.
28

1 27. When the Front Camera Defect manifests, drivers may experience a
2 cascade of simultaneous dashboard warning lights—including “Brake hold system
3 problem,” “Collision mitigation system problem,” “Road departure mitigation
4 system problem,” “Adaptive cruise control problem,” “Electric parking brake
5 problem,” and “Brake system problem”—which render critical safety systems
6 inoperable and can result in loss of the Dependent Safety Features, thereby creating
7 safety risks, repair costs, diminished vehicle value, and loss of use.

8 28. On Honda Motors’ website <https://automobiles.honda.com/sensing>,
9 Honda states that “Honda Sensing® is our exclusive intelligent suite of safety and
10 driver-assistive technologies designed to alert you to things you might miss while
11 driving.”

12 29. The global Honda website details the breadth that the safety
13 functionality for this system is intended to provide.¹ Thereon, the Company
14 describes the function of each counterpart of the system:

- 15 a. Collision Mitigation Braking System: “Applies brake pressure when
16 an unavoidable collision is determined.”
- 17 b. Road Departure Mitigation System: “Adjusts steering if you cross
18 detected lanes without signaling.”
- 19 c. Adaptive Cruise Control: “Maintains a set following interval behind
20 detected vehicles.”
- 21 d. Lane Keeping Assist System: “Adjusts steering to help you keep
22 centered in a detected lane.”
- 23 e. Traffic Sign Recognition: “Can notify drivers of posted speed
24 limits with the use of a small camera.”

25 30. The simultaneous display of warning popups indicating failure of the
26 Collision Mitigation Braking, Road Departure Mitigation, each of which are

27 _____
28 ¹ See [https://global.honda/en/tech/Omnidirectional_safety_and_driver_assistive_](https://global.honda/en/tech/Omnidirectional_safety_and_driver_assistive_technologies_Honda_SENSING_360/)
[technologies_Honda_SENSING_360/](https://global.honda/en/tech/Omnidirectional_safety_and_driver_assistive_technologies_Honda_SENSING_360/) (Last accessed on June 8, 2026.)

1 expressly marketed as a core feature of Honda Sensing, demonstrates that the
2 malfunction is not an isolated component issue but a systemic failure of the Honda
3 Sensing platform itself. Because these advanced safety systems are integrated and
4 dependent on the Front Camera’s ability to process roadway imagery, an internal
5 hardware failure, lens obstruction, sensor degradation, or electronic collapse within
6 the camera assembly would logically disrupt all downstream functions, including
7 the Dependent Safety Features.

8 31. Notably, as described *infra*, Plaintiff Fishman was expressly informed
9 by an authorized Honda dealership when she brought her vehicle in for inspection
10 that the Front Camera would need to be repaired or replaced and that this was a
11 known problem. This statement from Honda’s own service representative directly
12 aligns with the pattern of failures described herein. The specific details of that
13 service visit, including the dealership’s findings and recommendations, will be set
14 forth more fully later in this Complaint.

15 32. Because these features depend on common inputs and centralized
16 processing, their reliability is directly tied to the integrity of the camera, sensor
17 calibration, electrical stability, and software performance. If the system detects a
18 fault in one of these core components, it may cause failure to multiple safety
19 functions simultaneously. This interconnected structure reflects both the
20 technological sophistication of Honda Sensing and the importance of ensuring that
21 its underlying hardware and software operate consistently within reasonable safety
22 parameters.

23 33. When many features within “Honda Sensing” become simultaneously
24 defective, it does not indicate a minor or isolated malfunction. Each of these
25 features depends on the same forward-facing camera input, related sensor data, and
26 coordinated electronic control units. If the vehicle display warnings indicate the
27 failure of all of them at once, the most reasonable technical conclusion is that the
28 primary sensing or processing pathway has failed.

1 34. Therefore, the malfunction of every core feature is consistent with a
2 total collapse of the Honda Sensing platform itself due to the shared Front Camera
3 sensor enabling all of these features.

4 35. This total malfunction demonstrates that the vehicle was deprived of
5 the safety protections Honda markets as integral to its technology.

6 36. The simultaneous failure of the vehicles' Dependent Safety Features,
7 including the abrupt malfunction of multiple driver-assistance features directly
8 contradicts Honda's marketing claims that the system constitutes an "intelligent
9 suite" of technologies. Rather than operating as an integrated and reliable safety
10 system, the Class Vehicles experience cascading failures in which numerous safety
11 functions malfunction at once, leaving drivers without the protections Honda
12 promised.

13 37. Honda, as the manufacturer, has a duty to design, test, maintain, and
14 manufacture safety-critical systems such as Honda Sensing to operate within
15 reasonable and expected safety standards. By allowing a Front Camera Defect that
16 causes total platform collapse, Honda failed to meet these obligations. The
17 company also failed to initiate a recall or assume financial obligation for repairs
18 despite repeated service attempts and notifications of malfunction. The design of
19 the system, which ties multiple safety features to a single sensing and processing
20 architecture, coupled with the absence of a reliable fix, demonstrates that Honda
21 failed to fulfill its responsibilities to ensure that its vehicles operate safely and as
22 advertised.

23 38. Honda's quality programs are supported by the Quality Innovation
24 Center Tochigi in Japan and the Honda North America Quality Center in Ohio,
25 which are tasked with monitoring vehicle performance and addressing defects.
26 Despite these centers, the total collapse of the Honda Sensing system, causing all
27 core driver-assist features to malfunction, shows that Honda failed to detect or
28

1 correct a critical safety defect, allowing a systemic hazard to persist in a consumer
2 vehicle.

3 39. As a result of Honda's failure, Class Vehicle's owners and lessees
4 were exposed to heightened risk of collision, injury, and property damage. The
5 malfunction deprived Class Vehicle drivers of the safety assurances on which they
6 reasonably relied when purchasing the vehicle, creating a dangerous environment.

7 40. The Class Vehicles are further defective because the constant
8 streaming of warnings and alerts relating to the Honda Sensing system overwhelms
9 the dashboard notification interface and prevents drivers from effectively
10 perceiving and responding to other potentially critical safety messages. By
11 continuously displaying repetitive or persistent Honda Sensing alerts, the system
12 clutters the driver's field of information and diminishes the visibility and salience
13 of separate warnings that may relate to the occurrence of other vehicle
14 malfunctions or urgent operating conditions. As a result, drivers may be unable to
15 timely read, recognize, or react to important safety notifications, thereby creating
16 an additional and independent safety hazard and rendering the vehicle's warning
17 system unreliable for its intended purpose of communicating essential safety
18 information to the driver.

19 41. The Front Camera Defect is latent and not reasonably detectable at the
20 time of purchase or lease. As a result, when Plaintiffs and other members of the
21 Class acquired their vehicles, there was no reason to suspect that they were buying
22 modern cars specifically advertised for their advanced safety features which were,
23 in fact, defective. Honda markets Honda Sensing as a comprehensive suite of
24 driver-assist and collision-avoidance technologies, representing that the system
25 enhances safety and reduces the risk of accidents. By failing to ensure the
26 reliability and proper functioning of this critical system, Honda breached its duty to
27 provide vehicles that perform safely as advertised and warranted, exposing
28

1 Plaintiffs and other Class members to unexpected safety hazards they could not
2 have known about at the time of purchase.

3 42. By selling the Class Vehicles with a defective Front Camera system
4 that renders safety-critical features inoperable or inaccessible, Defendant deprived
5 consumers of safety protections that were not only reasonably expected in these
6 modern vehicles but promised to consumers upon purchase.

7 43. The lack of reliable operation of these systems creates a foreseeable
8 safety hazard substantially increasing the risk of collisions, personal injury, and
9 property damage, and demonstrates that the Class Vehicles were not reasonably
10 safe for their intended purpose of providing secure and reliable transportation.
11 Honda themselves admit this by presenting the features of Honda sensing as
12 “Standard Equipment”.

13 44. In addition, Honda is well aware of similar problems having initiated
14 a safety recall for various 2014–2015 Acura RLX and RLX Sport Hybrid models
15 after identifying issues involving false alarm activations. Honda expressly stated
16 that this condition “could increase the risk of a crash.”

17 **Honda’s Knowledge and Concealment**

18 45. Defendant knew or should have known of the Front Camera Defect
19 before selling the vehicles, failed to disclose it to consumers, and failed to provide
20 an adequate remedy, causing consumers to overpay for their vehicles and/or incur
21 out-of-pocket expenses and diminished value.

22 46. Defendant knew or should have known of the Front Camera Defect
23 before sale through pre-production testing, engineering validation, supplier data,
24 and prototype fleet testing that revealed the Front Camera sensor’s propensity for
25 total malfunction.

26 47. Post-sale, Defendant knew or should have known of the Front Camera
27 Defect through surging warranty claims, Technical Service Bulletins (TSBs),
28

1 National Highway Traffic Safety Administration (NHTSA) complaints, customer
2 call logs, and national camera backorders.

3 48. Below are driver's complaints that were posted on NHTSA's website
4 of which Honda was on notice:

5 a. On August 4, 2023, in a complaint posted from San Jose,
6 CA regarding a 2018 Honda Civic on NHTSA's website
7 discussing the component "FORWARD COLLISION
8 AVOIDANCE, LANE DEPARTURE", one owner or
9 lessee describes the issue precisely: "I got the car with
10 Honda Sensing to include adaptive cruise control, lane
11 departure warning, and forward collision warning. All
12 these systems stopped working within 36 month and
13 under 36000 miles. Honda dealership wants more than
14 \$2500 for a fix that I read on the internet does not seems
15 to solve the problem. Many people report that the
16 problem is either not solved or it recurs within 6
17 months."²

18 b. On February 1, 2023, one owner or lessee of a 2018
19 Honda Odyssey Van, on NHTSA's website discussing
20 "COMPONENT: STEERING, SERVICE BRAKES,
21 LANE DEPARTURE" complained as follows: "ALL the
22 warning lights came on, including brakes, power
23 steering, lane keeping assistance, lane departure warning,
24 and others, indicating the car should be stopped
25 immediately regardless of traffic or conditions. I do not
26

27 ² <https://www.nhtsa.gov/vehicle/2018/HONDA/CIVIC/2%252520DR/FWD> (Last
28 accessed on June 8, 2026.)

1 know if the functions were also impaired or if was simply
2 false alarms. I understand this is typical of this
3 automobile.”³

4 c. On January 29, 2024, another owner or lessee of a 2018
5 Odyssey on NHTSA’s website under the title “VEHICLE
6 SPEED CONTROL, SERVICE BRAKES, FORWARD
7 COLLISION AVOIDANCE” not only experienced the
8 issues shared by Plaintiffs, but sees these issues as a
9 personal safety issue: “Warning messages for the
10 following appeared: brake system lane keeping/assist
11 system collision mitigation system problem road
12 departure mitigation system problem auto-high beam
13 problem adaptive cruise control problem None of these
14 safety features now work. Our local dealership told us it
15 was a failure of the multipurpose camera unit. The fix we
16 are told is a \$1400 part. The rear camera was just recalled
17 by Honda and repaired within the last month. This failure
18 should not have happened and greatly impacts the safety
19 of the car and it is a common problem when searching
20 Honda message boards.”⁴

21 d. On April 26, 2024, a similar complaint regarding a 2018
22 Odyssey stated “The contact owns a 2018 Honda
23 Odyssey. The contact stated that upon start of the vehicle,
24 the Adaptive Cruise Control, Lane Keep Assist, Collision
25 Mitigation System, Road Departure Mitigation system,
26

27 ³ <https://www.nhtsa.gov/vehicle/2018/HONDA/ODYSSEY> (Last accessed on June
28 8, 2026.)

⁴ *Id.*

1 and Auto High Beam system warning lights were
2 illuminated. The contact stated that multiple failures
3 occurred soon after the windshield was replaced by an
4 independent mechanic. The dealer was notified of the
5 failure and informed the contact that the front camera
6 needed to be recalibrated to repair the vehicle. The
7 vehicle was taken back to the independent mechanic
8 where the front camera was recalibrated five times;
9 however, the failure persisted. The manufacturer was not
10 notified of the failure. The vehicle was not repaired. The
11 failure mileage was approximately 70,000.”⁵

- 12 e. On August 26, 2023, regarding a 2019 Odyssey
13 discussing the same component, one owner or lessee
14 stated: “The front camera is malfunctioning creating the
15 following warnings and preventing safety systems from
16 working properly: 1. Lane Keeping Assist Problem 2.
17 Collision Mitigation System Problem 3. Road Departure
18 Mitigation System Problem 4. Auto High-Beam Problem
19 5. Adaptive Cruise Control Problem In addition, the
20 "Brake Systems" light is on. This issue not only prevents
21 safety features from functioning, but may mask other
22 issues since the "Brake systems" light remains on at all
23 times. The vehicle has recently undergone the recall
24 repair work for the MOST FAKRA Service Cables. No
25 other mechanical issues were detected by the Honda
26 dealership or an independent Honda certified mechanic.”⁶

27 ⁵ *Id.*

28 ⁶ <https://www.nhtsa.gov/vehicle/2019/HONDA/ODYSSEY> (Last accessed on June

1 f. Regarding another 2019 Odyssey on July 20, 2023, one
2 owner or lessee under the similar title “COMPONENT:
3 FORWARD COLLISION AVOIDANCE, LANE
4 DEPARTURE” states: “The following errors suddenly
5 appeared one-at-a-time, causing all the advanced driver
6 assistance capabilities to stop working, including regular
7 cruise control: * ACC - Adaptive Cruise Control Problem
8 * LKAS - Lane Keeping Assist Problem * Collision
9 Mitigation System Problem * Road Departure Mitigation
10 System Problem * Auto High-Beam Problem * Brake
11 System light also appeared. Battery replacement did not
12 fix issue. Errors usually appear within about 30-60
13 seconds of turning the car on, but errors occasionally go
14 in and out intermittently. Lights come on with a
15 distracting beep one-at-a-time, causing major distractions
16 while driving and suddenly disabling any active cruise
17 and/or LKAS features while driving in traffic. Dealer
18 stated the windshield mounted LKAS camera needs to be
19 replaced for \$1592 + tax.” This same owner additionally
20 stated that “Safety features should not be flaky, and
21 customers should not bear the cost of repairing safety
22 equipment such as this. This should be strongly
23 considered for a recall.”⁷

24 g. Finally, regarding a 2021 Honda Pilot, a complaint
25 posted on July 14, 2024, reports the same issues: “ACC,
26 LKAS, collision mitigation system problem, road

27 8, 2026.)

28 ⁷ *Id.*

1 departure mitigation system, and auto high beam problem
2 warnings all appear on instrument panel. None of these
3 systems work. Have replaced battery and problem not
4 fixed. Warnings continue to appear each time car is
5 turned on. Vehicle has 47783 miles on it. Codes indicate
6 there's a problem with the camera in the front of the car.
7 The car is only 3 years old. Shouldn't be having these
8 issues. Have researched online and found many other
9 complaints from others from various Honda models.
10 Major safety problem that warrants a recall.”⁸

11 49. Honda has an obligation to actively monitor and evaluate safety data
12 submitted to NHTSA, including consumer complaints, Early Warning Reports, and
13 Front Camera Defect investigations.

14 50. Numerous reports documenting this same Front Camera Defect were
15 submitted to NHTSA prior to the production or, at minimum, the distribution of
16 later model Honda Civic and Odyssey vehicles that ultimately exhibited the
17 identical failure.

18 51. Given that these reports were publicly available and accessible
19 through NHTSA's database, Honda knew or reasonably should have known that
20 the Front Camera Defect was recurring and posed an ongoing safety risk. Despite
21 this knowledge, Honda continued manufacturing and distributing vehicles
22 equipped with the same defective component without implementing an adequate
23 repair, redesign, or consumer warning. This failure to act on known safety data
24 constitutes a breach of Honda's duty to identify, correct, and disclose known
25 defects before placing affected vehicles into the stream of commerce.
26

27
28 ⁸ <https://www.nhtsa.gov/vehicle/2021/HONDA/PILOT/SUV/FWD> (Last accessed on June 8, 2026.)

1 52. Several years ago, numerous posts on Reddit, including within online
2 communities dedicated to Honda vehicles, raised similar complaints regarding the
3 same issue described herein.

4 53. One Reddit user over three years ago uploaded photographs of the
5 warning notifications similarly experienced by Plaintiffs such as “Adaptive
6 System Cruise Control System Problem”, “Road Departure Mitigation System
7 Problem”, “Collision Mitigation Braking System Problem”.⁹ Another user two
8 years ago posted two images of the same warnings, namely, “Collision Mitigation
9 System Problem” and “Road Departure Mitigation System Problem”.¹⁰ Another
10 user back in 2025 posted “We bought a 2018 Odyssey in February and two weeks
11 ago all the Honda Sensing warning lights came on. Adaptive Cruise, Lane Keep
12 assist, and 4-5 more.”¹¹

13 54. After launch, Defendant received additional notice of the Front
14 Camera Defect through internal warranty and repair data, dealer reports, customer
15 complaints, and technical assistance requests.

16 55. Despite this knowledge, Defendant failed to disclose the Front
17 Camera Defect to consumers at or before the point of sale, and failed to issue an
18 appropriate recall, extended warranty, or repair program.

19 56. Instead, Defendant continued to market the Class Vehicles as safe,
20 reliable, and of high quality, while omitting the existence, scope, and risks of the
21 Front Camera Defect.

22 57. Defendant’s omissions and partial representations were misleading
23 because, in light of their knowledge of the Front Camera Defect, the marketing and
24

25 ⁹ https://www.reddit.com/r/Honda/comments/11ar3zw/honda_sensing_warnings_came_on/ (Last accessed on June 8, 2026.)

26 ¹⁰ https://www.reddit.com/r/Honda/comments/1cijkpz/collision_mitigation_braking_system_problem_see/ (Last accessed on June 8, 2026.)

27 ¹¹ https://www.reddit.com/r/Honda/comments/n5dwgf/honda_sensing_is_giving_me_warning_lights_2018/ (Last accessed on June 8, 2026.)

1 warranty representations created a false impression that the Class Vehicles were
2 free of material defects affecting safety and value.

3 **Plaintiffs' Experiences**

4 **Lena Dubrovsky-Fishman**

5 58. Plaintiff Lena Dubrovsky-Fishman owns a 2021 Honda Pilot that was
6 bought on March 24, 2024, at Poway Honda in Poway, CA. Before purchasing,
7 Plaintiff relied upon Defendant's representations of the vehicle. The Honda
8 dealership omitted any mention of defective safety systems or safety systems
9 susceptible to failure. While driving, Plaintiff Fishman suddenly saw multiple
10 emergency warning lights activated across the dashboard including collision
11 mitigation and related safety system alerts that continued to alternate on the
12 dashboard. She had lost all access to certain safety systems. The mileage at the
13 time of the failure was approximately 59,817 miles.

14 59. Recognizing that what she experienced was a malfunction of safety
15 systems, Plaintiff Fishman brought her vehicle in for a diagnostic evaluation and
16 was informed that the forward-facing camera required full replacement in order to
17 clear the warnings and restore functionality. She was told by the dealership that the
18 repair would be \$4,000-\$5,000.

19 60. Plaintiff Fishman was dissatisfied with the quoted price. She
20 therefore returned to the dealership from which she originally purchased the
21 vehicle, Poway Honda. Personnel at Poway Honda expressed sympathy for
22 Plaintiff's situation and informed her that the issue she was experiencing was a
23 known problem, further acknowledging that it was unfair that Honda did not cover
24 the repair. Although the dealership offered Plaintiff a discounted repair price, the
25 quoted amount remained substantially higher than what Plaintiff believed she
26 should be required to pay for a Front Camera Defect of this nature. A
27 representative of Poway Honda further offered to contact Honda's corporate office
28 to request "goodwill" assistance on Plaintiff's behalf. While the representative

1 stated that such a request was submitted to Honda Corporate, he declined to
2 provide Plaintiff with a copy of, or otherwise disclose, the contents of the
3 communication sent to Honda.

4 61. Honda Corporate subsequently responded to the dealership's request
5 and offered limited "goodwill" assistance toward the repair. As a result of this
6 goodwill adjustment, the total repair cost was reduced to approximately half of the
7 amount that Poway Honda had initially been willing to offer without corporate
8 assistance. Despite this reduction, Plaintiff Fishman was still required to pay
9 approximately \$1,500 out of pocket to repair the defect. The mileage at the time of
10 the repair was approximately 61,132.

11 62. Had Plaintiff Fishman known of the Front Camera Defect at the time
12 of purchase, she would not have purchased the vehicle or would have paid
13 significantly less. As a result of Defendant's conduct, Plaintiff Fishman has
14 suffered damages, including but not limited to overpayment, out-of-pocket repair
15 and diagnostic costs, loss of use, and diminished value of the vehicle.

16 **Weihuan Lai**

17 63. Plaintiff Weihuan Lai leased a new 2019 Honda HR-V EX-L on
18 May 7, 2019, from Honda San Francisco and later purchased this vehicle off her
19 lease on April 13, 2022, pursuant to a separate purchase agreement with the
20 odometer reading 7,231 miles.

21 64. Following the acquisition, Plaintiff Lai relocated to the East Bay area
22 and has since serviced the vehicle at Honda Berkeley, an authorized Honda
23 dealership.

24 65. On or about May 22, 2026, while Plaintiff Lai was operating the
25 Vehicle to transport a minor child to school, multiple warning indicators and
26 safety-related system lights unexpectedly illuminated while the vehicle was in
27 motion. Plaintiff immediately returned home and inspected her vehicle due to
28 safety concerns. The odometer at this time read approximately 92,000 miles.

1 66. The following day the vehicle was brought to Honda Berkeley for
2 diagnosis and repair. Plaintiff Lai was informed by dealership personnel that the
3 issue was caused by a camera component that had allegedly “fallen off.” Plaintiff
4 paid out of pocket \$2,368.75 for her repairs.

5 67. After completion of repairs, Plaintiff Lai requested the removed
6 component and the diagnostic trouble code printout. Both were provided. The
7 invoice, reflecting the diagnostic report, reports an “internal electronic failure,”
8 which appears inconsistent with the explanation that the issue was solely due to a
9 detached camera component.

10 68. Based on this inconsistency, Plaintiff Lai is informed and believes that
11 her vehicle may have experienced an underlying electronic or system-level
12 malfunction affecting safety-related components.

13 69. Had Plaintiff Lai known of the Front Camera Defect at the time of
14 lease and purchase, she would not have leased/purchased the vehicle or, in any
15 event, would have paid significantly less. As a result of Defendant’s conduct,
16 Plaintiff has suffered damages, including but not limited to overpayment for her
17 lease and subsequent purchase, out-of-pocket repair and diagnostic costs, loss of
18 use, and diminished value of the vehicle.

19 **Keyana Jones**

20 70. Plaintiff Keyana Jones purchased her 2025 Civic Hybrid Sport
21 Touring from Dick Hannah Honda in Vancouver, WA on July 10, 2025. Before
22 purchasing, Plaintiff relied upon Defendant’s representations concerning the
23 vehicle. The dealership omitted any mention of defective safety systems. In
24 September of 2025, with the odometer reading approximately 1,000 miles, Plaintiff
25 Jones started seeing the same notifications as described above appear on the
26 dashboard. Since then she has lost access to those safety features.

27 71. Had Plaintiff Jones known of the Front Camera Defect at the time of
28 purchase, she would not have purchased the Class Vehicle or, in any event, would

1 have paid significantly less. As a result of Defendant's conduct, Plaintiff has
2 suffered damages, including but not limited to overpayment, diagnostic costs, loss
3 of use, and diminished value of the vehicle.

4 **Omar Awan**

5 72. Plaintiff Omar Awan entered into a contract to purchase a used 2019
6 Honda Odyssey in Petersburg, Virginia on October 10, 2020, with an odometer
7 reading of 6,128 miles and subsequently took possession of the vehicle in
8 Maryland. Before purchasing his vehicle, Plaintiff relied upon Defendant's
9 representations. The dealership omitted any mention of defective safety system and
10 therefore concealed the Front Camera Defect. Plaintiff Awan experienced the Front
11 Camera Defect. Specifically, the vehicle's forward-facing camera failed, triggering
12 multiple warning indicators, including alerts relating to the braking system,
13 adaptive cruise control, and headlights, all of which flashed intermittently. These
14 indications as shown above illustrate failure of these systems.

15 73. On March 19, 2026, Plaintiff Awan presented the vehicle to an
16 authorized Honda dealership in Fredericksburg, VA, where the issue was formally
17 diagnosed at approximately 98,807 miles. Plaintiff paid \$195 out-of-pocket for this
18 diagnostic service, and the dealership advised that replacement of the Front
19 Camera was required.

20 74. Had Plaintiff Awan known of the Front Camera Defect at the time of
21 purchase, he would not have purchased his class vehicle or would have paid
22 significantly less. As a result of Defendant's conduct, Plaintiff has suffered
23 damages, including but not limited to overpayment at purchase, diagnostic costs,
24 loss of use, and diminished value of the vehicle.

25 **Jonah Morningstar**

26 75. Plaintiff Morningstar purchased a preowned 2019 Honda Clarity with
27 59,939 miles on the odometer from a Mercedes Benz dealership in Medford,
28 Oregon on October 10, 2020. Before purchasing, the dealership omitted any

1 mention of defective safety systems. Plaintiff Morningstar experienced the same
2 Front Camera Defect at issue in this action; specifically, the vehicle’s forward-
3 facing camera failed, triggering multiple warning indicators, including alerts
4 relating to the braking system, adaptive cruise control, and headlights, all of which
5 flashed intermittently. These indications as shown above illustrate failure of these
6 systems. Morningstar began to experience these system failures on March 20,
7 2026, with the odometer reading approximately 85,000 miles.

8 76. Plaintiff Morningstar initially conducted his own independent
9 research by contacting three Honda dealers in his area and determined that the
10 Front Camera sensor itself would cost approximately \$1,500, and installation and
11 calibration would cost another \$500 to \$800. After spending further time and
12 research, Plaintiff Morningstar was able to obtain a Front Camera online for
13 \$1033.25 with shipping and \$280 to have the camera calibrated.

14 77. Had Plaintiff Morningstar known of the Front Camera Defect at the
15 time of purchase, he would not have purchased the Class Vehicle or would have
16 paid significantly less. As a result of Defendant’s conduct, Plaintiff has suffered
17 damages, including, but not limited to, overpayment, diagnostic costs, loss of use,
18 and diminished value of the vehicle.

19 **CLASS ACTION ALLEGATIONS**

20 78. Plaintiffs bring this action on behalf of themselves and all others
21 similarly situated pursuant to Rule 23(a), 23(b)(2) and/or 23(b)(3) of the Federal
22 Rules of Civil Procedure.

23 79. The “Nationwide Class” is defined as: “All persons and entities in the
24 United States who purchased or leased a Class Vehicle.”

25 80. In the alternative, Plaintiffs seek certification of state subclasses (the
26 “State Subclasses”) defined as:

- 27 a. All persons and entities who purchased or leased a Class
28 Vehicle, other than for resale, in Washington.

- 1 b. All persons and entities who purchased or leased a Class
- 2 Vehicle, other than for resale, in California.
- 3 c. All persons and entities who purchased or leased a Class
- 4 Vehicle, other than for resale, in Oregon.
- 5 d. All persons and entities who purchased or leased a Class
- 6 Vehicle, other than for resale, in Virginia.
- 7 e. All persons and entities who purchased or leased a Class
- 8 Vehicle, other than for resale, in Maryland.

9 81. Excluded from the Class are Defendant, any entity in which
10 Defendant has a controlling interest, Defendant’s officers and directors, the Court
11 and its staff, and members of their immediate families.

12 82. **Numerosity:** The Class consists of thousands of purchasers and
13 lessees, making joinder impracticable.

14 83. **Commonality:** Common questions of law and fact include, without
15 limitation:

- 16 a. Whether the Class Vehicles contain the Defect;
- 17 b. Whether Defendant knew or should have known of the
- 18 Front Camera Defect and failed to disclose it;
- 19 c. Whether Defendant’s conduct violates
- 20 consumer-protection and warranty laws;
- 21 d. Whether Defendant’s omissions and representations were
- 22 material;
- 23 e. Whether class members suffered a common type of
- 24 injury, such as overpayment or diminished value; and
- 25 f. The appropriate measure of damages and equitable relief.

26 84. **Typicality:** Plaintiffs’ claims are typical of the claims of the Class
27 because Plaintiffs purchased a Class Vehicle with the same Front Camera Defect
28 and were subjected to the same uniform omissions and misrepresentations.

- 1 b. Plaintiffs and Class Members could not reasonably have
- 2 been expected to learn or discover the Front Camera
- 3 Defect; and
- 4 c. Defendant knew that Plaintiffs and Class Members could
- 5 not reasonably have been expected to learn about or
- 6 discover the Front Camera Defect.
- 7 d. Defendant actively concealed the defective nature of the
- 8 Class Vehicles from Plaintiffs and Class Members.

9 92. The Front Camera Defect and the facts concealed by Defendant are
10 material because a reasonable consumer would have considered these facts to be
11 important in deciding whether to purchase or lease the Class Vehicles or pay a
12 lower price.

13 93. Defendant concealed or did not disclose the Front Camera Defect in
14 order to induce Plaintiffs and the Class Members to purchase the Class Vehicles at
15 a substantially higher price than they otherwise would have paid.

16 94. Defendant concealed or failed to disclose the true nature of the design
17 and/or manufacturing defects contained in the Class Vehicles to induce Plaintiffs
18 and Class Members to act thereon. Plaintiffs and the other Class Members justifiably
19 relied on Defendant's omissions to their detriment. This detriment is evident from
20 Plaintiffs and Class Members' purchase or lease of Defendant's defective Class
21 Vehicles.

22 95. Defendant continued to conceal the defective nature of the Class
23 Vehicles even after Class Members began to report the problems. Indeed,
24 Defendant continues to cover up and conceal the true nature of the problem today.

25 96. Plaintiffs and Class Members would not have purchased the Class
26 Vehicles if they knew of the Front Camera Defect or they would have only paid
27 substantially less.

28

1 102. Honda has committed and continues to commit violations of
2 California’s Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*,
3 which prohibits any unlawful, unfair, or deceptive business practices.

4 103. Specifically, Honda sold vehicles to class members while knowing or
5 having reason to know of the safety Front Camera Defect in the Class Vehicles and
6 failed to disclose this knowledge of the Front Camera Defect and the associated
7 risks at the time of sale or thereafter.

8 104. Honda’s business practices are unlawful because they violate the
9 California Consumers Legal Remedies Act, Cal. Civil Code § 1750, *et seq.*, and
10 the Song-Beverly Consumer Warranty Act, Cal. Civ. Code § 1790, *et seq.*,
11 including the breach of implied warranty. Honda sold vehicles with a latent safety
12 defect, making the Honda Sensing system inoperable. Honda knew or should have
13 known of the Front Camera Defect and failed to disclose this knowledge of this
14 defect or the substantial risks it posed to consumers, thereby depriving purchasers
15 of the benefit of the warranties and protections guaranteed under California law.

16 105. Plaintiffs’ UCL cause of action is timely. California’s Unfair
17 Competition Law provides a four-year statute of limitations for claims brought
18 under Business and Professions Code section 17200, *et seq.*, and the California
19 Supreme Court has confirmed that common-law accrual doctrines—including the
20 discovery rule and related equitable tolling principles—apply to such claims.

21 106. Defendant engaged in unfair, deceptive, and unlawful business
22 practices by intentionally concealing the Front Camera Defect, misrepresenting the
23 quality and characteristics of the Class Vehicles, and failing to disclose safety and
24 reliability issues. Plaintiffs and Class members relied on Defendant’s omissions
25 and misrepresentations and suffered ascertainable losses, including overpayment,
26 out-of-pocket expenses, and diminished value.

27
28

1 making these representations while knowing, or having
2 reason to know, of the latent defects in the Honda
3 Sensing system, Honda misled consumers into
4 purchasing vehicles under the false belief that they were
5 receiving fully functional safety technology, in violation
6 of Cal. Civ. Code § 1770(a)(5) of the Consumers Legal
7 Remedies Act.

8 **Failure to Disclose Material Facts**

9 b. Honda knew of the latent defect in the Front Camera
10 sensor which made the Honda Sensing feature ineffective
11 but failed to disclose these material facts to consumers at
12 the point of sale or lease. As a result, consumers
13 purchased vehicles without knowledge of a critical safety
14 hazard that significantly impaired the intended benefits of
15 the Honda Sensing system, in violation of Cal. Civ. Code
16 § 1770(a)(7).

17 **Sales of Defective Vehicles**

18 c. Honda intentionally designed, manufactured, and sold vehicles
19 with a defective front camera sensor, knowing or having reason
20 to know that it could fail and create a safety risk. The vehicles
21 were sold to consumers despite Honda's awareness of the Front
22 Camera Defect, causing purchasers to incur costs and exposure
23 to unsafe operating conditions, in violation of Cal. Civ. Code §
24 1770(a)(9).

25 **Unfair and Deceptive Conduct**

26 d. By representing Honda Sensing as a fully functional
27 safety system while concealing its propensity for total
28 collapse, Honda engaged in unfair and deceptive

1 practices that misled consumers, interfered with their
2 ability to make informed purchasing decisions, and
3 exposed them to safety risks that they reasonably
4 expected the vehicle to mitigate, in violation of Cal. Civ.
5 Code § 1770(a)(14).

6 112. Plaintiffs' claims under the Consumers Legal Remedies Act, Cal.
7 Civil Code § 1750, *et seq.*, are subject to a three-year statute of limitations pursuant
8 to Code of Civil Procedure § 338, and to the delayed discovery rule. Plaintiffs did
9 not discover, and could not reasonably have discovered, Defendant's
10 CLRA-violative conduct until within the applicable limitations period, and thus
11 this cause of action is timely under the discovery rule and applicable tolling
12 doctrines.

13 113. If Honda had not concealed the Front Camera Defect and had
14 adequately disclosed it, Plaintiffs, the proposed class members, and reasonable
15 consumers would not have purchased the Class Vehicles or would have paid
16 significantly less for them.

17 114. The CLRA claims commenced to run against Dubrovsky-Fishman
18 and Lai and California Subclass members when they discovered the Front Camera
19 Defect. Dubrovsky-Fishman and Lai could not have discovered the Front Camera
20 Defect earlier despite reasonable diligence because of Defendant's knowing
21 concealment and/or intentional omissions and other conduct as described in this
22 complaint.

23 115. On June 5, 2026, Plaintiffs Dubrovsky-Fishman and Lai sent
24 Defendant a pre-suit notice notifying Defendant of the violations of the CLRA
25 pursuant to Cal. Civ. Code § 1782, requesting compensatory damages for Plaintiffs
26 and the California Subclass. If Defendant refuses to provide the relief requested
27 therein within thirty (30) days from receipt, Plaintiffs Dubrovsky-Fishman and Lai
28

1 shall move to amend the complaint to seek compensatory damages pursuant to the
2 CLRA.

3 **COUNT IV**

4 **Violation of Song-Beverly Consumer Warranty Act**
5 **for Breach of Implied Warranty, Cal. Civ. Code § 1790, *et seq.***
6 **(On behalf of Plaintiffs Dubrovsky-Fishman, Lai,**
7 **and the proposed California Subclass)**

8 116. Plaintiffs Dubrovsky-Fishman and Lai and the California Subclass
9 incorporate by reference each preceding and succeeding paragraph as though fully
10 set forth at length herein.

11 117. Plaintiffs Dubrovsky-Fishman and Lai bring this claim on behalf of
12 themselves and on behalf of the members of the California Subclass.

13 118. The Class Vehicles constitute “consumer goods,” and Plaintiffs and
14 the proposed California Class are “buyers” as defined in Cal. Civ. Code § 1791.
15 Honda qualifies as a “manufacturer,” “distributor,” and “retail seller” under Cal.
16 Civ. Code § 1791.

17 119. The implied warranty of merchantability accompanying the sale of
18 each Class Vehicle guaranteed that Honda warranted each vehicle would pass
19 without objection in the trade under the contract description, be reasonably fit for
20 the ordinary purposes for which such vehicles are used, and conform to any
21 promises or affirmations of fact made by Honda regarding the vehicle.

22 120. The Class Vehicles fail to pass without objection in the automotive
23 trade because they contain the Front Camera Defect, which makes them unfit for
24 the ordinary purposes for which such vehicles are used. As a result, the vehicles do
25 not conform to the promises or affirmations of fact made by Honda at the time of
26 sale, constituting a breach of the implied warranty of merchantability under Cal.
27 Civ. Code § 1791.

28

1 127. Plaintiff Jones brings this claim on behalf of herself and on behalf of
2 the members of the Washington Subclass.

3 128. Defendant’s conduct as set forth herein constitutes unfair or deceptive
4 acts or practices, including, but not limited to, Defendant’s manufacture, sale, and
5 use of the defective camera system which Defendant failed to adequately
6 investigate, disclose, and remedy, and its misrepresentations and omissions
7 regarding the reliability, durability, and portability of the Class Vehicles.

8 129. Defendant’s actions as set forth above occurred in the conduct of
9 trade or commerce.

10 130. Defendant’s actions impact the public interest because Plaintiff Jones
11 was affected in the same way as tens of thousands of others purchasing
12 Defendant’s Class Vehicles as a result of Defendant’s course of deception. All of
13 the wrongful conduct alleged herein occurred, and continues to occur, in the
14 conduct of Defendant’s business.

15 131. Plaintiff Jones and the Washington Subclass overpaid for the Class
16 Vehicles, did not receive the benefit of their bargain, and are left with Class
17 Vehicles that have suffered a diminution in value.

18 132. RCW § 19.86.020 provides that “unfair methods of competition and
19 unfair or deceptive acts or practices in the conduct of any trade or commerce are
20 hereby declared unlawful.”

21 133. Defendant is liable to Plaintiff Jones and the Washington Subclass
22 members for damages in amounts to be proven at trial, including attorneys’ fees,
23 costs, and treble damages.

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COUNT VI

Violation of the Virginia Consumer Protection Act

Va. Code § 59.1-196, *et seq.*

(On behalf of Plaintiff Awan and the proposed Virginia Subclass)

134. Plaintiff Awan and the Virginia Subclass incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

135. Plaintiff Awan brings this claim on behalf of himself and on behalf of the members of the Virginia Subclass.

136. The Virginia Consumer Protection Act (“Virginia CPA”) lists prohibited “practices,” which include “[u]sing any other deception, fraud, false pretense, false promise, or misrepresentation in connection with a consumer transaction.” VA. CODE ANN. § 59.1-200.

137. American Honda Motors Co. is a “supplier” under VA. CODE ANN. § 59.1-198.

138. Defendant failed to disclose that the Class Vehicles have Honda Sensing systems that are not built for sustained usage. Defendant also engaged in unlawful trade practices by employing deceptive acts or practices, fraud, misrepresentations, or concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression, or omission, in connection with the sale of the Class Vehicles.

139. Plaintiff Awan and members of the Virginia Subclass have incurred actual and ascertainable losses as a result of Defendant’s deceptive conduct, including affirmative misrepresentations and the omission of material facts. Had Defendant accurately disclosed the relevant information, Plaintiff and Subclass members would not have purchased or leased the vehicles or would have done so only on materially different terms, including a lower price.

140. Defendant was obligated under the Virginia CPA to refrain from unfair, misleading, and deceptive practices in consumer transactions. Defendant’s

1 conduct breached those statutory obligations and directly caused economic injury
2 to Plaintiff Awan and the Subclass.

3 141. As a result of Defendant's concealment and misrepresentations, the
4 subject vehicles have suffered a reduction in market value. The stigma arising from
5 Defendant's conduct, once revealed, has impaired the resale value of the vehicles
6 beyond what would have occurred absent the misconduct.

7 142. Defendant's unfair or deceptive acts or practices were likely to and
8 did in fact deceive reasonable consumers, including Plaintiff Awan and the
9 Virginia Subclass members, about the true performance and value of the Class
10 Vehicles.

11 143. Pursuant to the Virginia CPA, plaintiff seeks monetary relief in an
12 amount to be determined at trial, including actual damages and such other relief as
13 permitted by law.

14 144. The Plaintiff further seeks statutory damages where available under
15 the Act. Because the conduct at issue is alleged to have been willful and knowing,
16 the Plaintiff also seeks enhanced damages to the extent authorized by statute.

17 145. In addition, the Plaintiff seeks punitive damages as permitted under
18 Virginia law based on the alleged willful, malicious, and/or reckless nature of the
19 Defendant's conduct.

20 **COUNT VII**

21 **Violation of the Maryland Consumer Protection Act**

22 **Md. Commercial Law Code Ann. § 13-101, *et seq.***

23 **(On behalf of Plaintiff Awan and the proposed Maryland Subclass)**

24 146. Plaintiff Awan and the Maryland Subclass incorporate by reference
25 each preceding and succeeding paragraph as though fully set forth at length herein.

26 147. Plaintiff Awan brings this claim on behalf of himself and on behalf of
27 the members of the Maryland Subclass.
28

1 148. Plaintiff Awan and the Maryland Subclass are “Consumers” as
2 defined by the Maryland Consumer Protection Act § 13-101(c).

3 149. Defendant is a “Merchant” as defined by the Maryland Consumer
4 Protection Act § 13-101(g).

5 150. In connection with the sale and/or lease of the Class Vehicles,
6 Defendant committed unfair and/or deceptive practices in violation of the
7 Maryland Consumer Protection Act § 13-301: Unfair or Deceptive Trade Practices.

8 151. Plaintiff Awan and the Maryland Subclass are consumers who
9 purchased and/or leased Class Vehicles for personal, family, or household use.

10 152. Defendant engaged in unlawful conduct, made affirmative
11 misrepresentations, or otherwise violated the Maryland Consumer Protection Act §
12 13-301. Specifically, Defendant was aware that the Class Vehicles contained
13 Honda Sensing systems that are unreliable, prone to total system collapse, and
14 incapable of performing as advertised, but failed to disclose this to Plaintiff Awan
15 and the Maryland Subclass. Defendant also marketed these vehicles as being of
16 superior quality when the Class Vehicles contained a known defect. These
17 affirmative misrepresentations were material to the vehicle purchases and were
18 false statements of fact.

19 153. Defendant also engaged in unlawful conduct in violation of the
20 Maryland Consumer Protection Act § 13-301 by making knowing and intentional
21 omissions. Defendant knowingly failed to disclose the Front Camera Defect in the
22 Class Vehicles in order to secure the sale of these vehicles, and to offer them at a
23 premium price.

24 154. Defendant did not fully and truthfully disclose to its customers the
25 true nature of the Front Camera Defect, which was not readily discoverable until
26 well after Plaintiff Awan and the Maryland Subclass purchased and/or leased their
27 Class Vehicles. As a result, Plaintiff Awan and the Maryland Subclass were
28 fraudulently induced to purchase and/or lease the Class Vehicles with the Front

1 Camera Defect and all of the resultant problems. These facts that Defendant
2 concealed were solely within their possession. Defendant intended that Plaintiff
3 Awan and the Maryland Subclass rely on the acts of concealment and omissions so
4 that they would purchase the Class Vehicles.

5 155. Defendant's wrongful conduct caused Plaintiff Awan and the
6 Maryland Subclass to suffer an ascertainable loss by causing them to incur
7 substantial expense to repair the Front Camera Defect, which should have been
8 repaired free of charge under its warranties. In addition to direct monetary losses,
9 Plaintiff Awan and the Maryland Subclass have suffered an ascertainable loss by
10 receiving less than what was promised. Specifically, Plaintiff Awan and the
11 Maryland Subclass have paid for a vehicle that is now worth significantly less
12 because of the existence of the Front Camera Defect and the resulting problems it
13 causes in the Class Vehicles and because the purchase price of the Class Vehicles
14 included a warranty program that was supposed to provide free repairs for all
15 defects in material or workmanship that occurred during the warranty period, but
16 instead were deprived of the value of this warranty due to Defendant's fraudulent
17 concealment.

18 156. A causal relationship exists between Defendant's unlawful conduct
19 and the ascertainable losses suffered by Plaintiff Awan and the Maryland Subclass.
20 Had the Front Camera Defect in the Class Vehicles been disclosed, Plaintiff Awan
21 and the Maryland Subclass would not have purchased a Class Vehicle or taken
22 possession of the vehicle, would have paid less for the it had he decided to
23 purchase the vehicle, or would have taken affirmative steps to prevent the resulting
24 problems caused by the Front Camera Defect by getting it fixed free-of-charge
25 under the warranty.

COUNT VIII

Violation of the Oregon Unlawful Trade Practices Act

ORS 646.605, *et seq.*

(On behalf of Plaintiff Morningstar and the proposed Oregon Subclass)

157. Plaintiff Morningstar and the Oregon Subclass incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

158. Plaintiff Morningstar brings this claim on behalf of himself and on behalf of the members of the Oregon Subclass.

159. At all relevant times, Defendant was engaged in the advertising, marketing, distribution, and sale of motor vehicles within the State of Oregon, including vehicles equipped with the Honda Sensing safety and driver-assistance system.

160. Defendant represented, directly and indirectly, that vehicles equipped with Honda Sensing included advanced safety and driver-assistance features designed to enhance collision avoidance, improve driver awareness, and provide a heightened level of operational safety.

161. Defendant represented, directly and indirectly, that vehicles equipped with Honda Sensing included advanced safety and driver-assistance features designed to enhance collision avoidance, improve driver awareness, and provide a heightened level of operational safety.

162. These representations were material to consumers, including Plaintiff Morningstar, in deciding to purchase or lease the subject vehicle, as safety features are a significant factor in the purchase of modern vehicles.

163. Contrary to these representations, the Honda Sensing system did not function as represented and/or failed to operate in a safe, reliable, or consistent manner under normal driving conditions, thereby rendering the representations misleading and/or deceptive.

1 164. Defendant knew or reasonably should have known that the
2 representations regarding the safety performance and reliability of the Honda
3 Sensing system were false, misleading, or likely to mislead consumers.

4 165. Defendant's conduct constitutes unfair or deceptive acts or practices
5 in the course of trade or commerce, in violation of ORS 646.608, including but not
6 limited to representing that goods have characteristics, uses, or benefits they do not
7 have, and advertising goods with intent not to sell them as advertised.

8 166. Plaintiff relied on Defendant's misrepresentations and omissions in
9 purchasing or leasing the subject vehicle equipped with the Honda Sensing system.

10 167. As a direct and proximate result of Defendant's unlawful trade
11 practices, Plaintiff has suffered damages, including but not limited to diminution in
12 value of the vehicle, costs of repair or attempted repair, and other consequential
13 economic losses.

14 168. Plaintiff is entitled to actual damages, statutory remedies, attorney's
15 fees, and such other and further relief as the Court deems just and proper under
16 Oregon law.

17 **COUNT IX**

18 **Fraudulent Concealment**

19 **(On behalf of Plaintiffs, the Nationwide Class and, alternatively, on behalf of**
20 **the State Subclasses)**

21 169. Plaintiffs and the Class incorporate by reference each preceding and
22 succeeding paragraph as though fully set forth at length herein.

23 170. Plaintiffs bring this claim on behalf of themselves and on behalf of the
24 members of the Class.

25 171. Plaintiffs purchased a Honda vehicle from Defendant. At the time of
26 sale, the vehicle contained a latent Front Camera Defect in its Honda Sensing
27 system, including failures of the forward-facing camera and related safety features.
28

1 179. As a result of Defendant's alleged concealment and
2 misrepresentations concerning the Front Camera Defect, consumers paid more for
3 the vehicles than they otherwise would have had the true condition been disclosed.
4 Defendant thereby obtained revenues from transactions that were allegedly inflated
5 by the omission of material information.

6 180. Defendant accepted and retained the economic benefit of these
7 transactions, despite the fact that the purchase price was allegedly influenced by
8 consumers' lack of knowledge regarding the Front Camera Defect and its impact
9 on vehicle value and safety.

10 181. Retention of these benefits would, under the circumstances alleged, be
11 unjust. Equity and principles of fairness do not permit a defendant to retain profits
12 derived from transactions that were allegedly affected by material nondisclosure
13 and deception.

14 182. Accordingly, Plaintiffs seek restitution of the benefits allegedly
15 obtained as a result of the challenged conduct, together with applicable interest as
16 allowed by law.

17 **COUNT XI**

18 **Breach of Implied Warranty**

19 **(On behalf of Plaintiffs, the Nationwide Class and, alternatively, on behalf of**
20 **the State Subclasses)**

21 183. Plaintiffs and the Class incorporate by reference each preceding and
22 succeeding paragraph as though fully set forth at length herein.

23 184. Plaintiffs bring this claim on behalf of themselves and on behalf of the
24 members of the Class.

25 185. Plaintiffs purchased or leased the Class Vehicles from Defendant in
26 consumer transactions.

27 186. Defendant is a merchant with respect to vehicles of this kind.
28

1 187. Under the Uniform Commercial Code, Defendant impliedly warranted
2 that the vehicle was merchantable and fit for the ordinary purposes for which such
3 goods are used, including safe and reliable transportation.

4 188. Contrary to this warranty, the vehicle was defective at the time it left
5 Defendant's control. The Front Camera Defect affected essential systems
6 necessary for the safe operation of the vehicle, rendering it unreliable and unfit for
7 ordinary driving purposes.

8 189. As a result of the Front Camera defect, the vehicle failed to conform
9 to the standards of merchantability expected of goods of the same kind, including
10 repeated malfunctions impacting safety and usability.

11 190. Plaintiffs provided Defendant with notice of the Front Camera Defect
12 within a reasonable time after discovery. Defendant failed or refused to repair the
13 Front Camera Defect or otherwise cure the nonconformity.

14 191. As a direct and proximate result of Defendant's breach of the implied
15 warranty of merchantability, Plaintiffs suffered damages, including but not limited
16 to repair costs, diminution in value, and loss of use of the vehicle.

17 **COUNT XII**

18 **Breach of Express Warranty**

19 **(On behalf of Plaintiffs, the Nationwide Class and, alternatively, on behalf of**
20 **the State Subclasses)**

21 192. Plaintiffs and the Class incorporate by reference each preceding and
22 succeeding paragraph as though fully set forth at length herein.

23 193. Plaintiffs bring this claim on behalf of themselves and on behalf of the
24 members of the Class.

25 194. Plaintiffs purchased a Honda vehicle from Defendant in a consumer
26 transaction. In connection with the sale and marketing of the vehicle, Defendant
27 made express representations regarding the vehicle's safety and driver-assistance
28 systems, including the Honda Sensing system.

1 195. These representations included affirmations that the Honda Sensing
2 system and its related components—such as forward collision warning, braking
3 assistance, and camera-based detection features—would function properly and
4 operate as intended. These statements formed part of the basis of the bargain.

5 196. Contrary to these express warranties, the Honda Sensing system in the
6 vehicle failed to conform to Defendant’s representations. The system experienced
7 malfunctions due to its dependency on a defective forward-facing camera,
8 affecting core safety functions associated driver-assistance and warning features.

9 197. Any effort by Defendant to rely on disclaimers, limitations of
10 remedies, or temporal restrictions contained in any warranty or related
11 documentation is unconscionable and should not be enforced in this action. The
12 limitations are fundamentally unfair in light of the allegations that Defendant sold
13 vehicles containing a latent Front Camera Defect affecting critical safety systems
14 while failing to disclose that condition to consumers.

15 198. The purported limitations were not the product of meaningful
16 negotiation and were imposed as part of a standardized consumer transaction.
17 Consumers had no practical ability to alter or bargain for different terms and were
18 not informed of material restrictions or the existence and scope of the Front
19 Camera Defect at the time of sale.

20 199. There existed a significant imbalance in bargaining power and access
21 to information between Defendant and purchasers, particularly regarding the
22 nature, extent, and safety implications of the Front Camera Defect. Enforcement of
23 such limitations would operate to deprive consumers of the benefit of the express
24 warranties made at the time of sale.

25 200. Plaintiffs Dubrovsky-Fishman, Awan, Lai, and Morningstar provided
26 Defendant with notice of the breach of express warranties by presenting their
27 vehicles to authorized repair facilities for related diagnosis and service.
28

- 1 e. Award reasonable attorneys' fees, costs, and expenses;
2 and
3 f. Grant such other and further relief as the Court deems
4 just and proper.

5 Plaintiffs hereby demand a trial by jury on all issues so triable.

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7 **ABRAHAM, FRUCHTER
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9 Dated: June 8, 2026

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