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**IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

ALEC PHILLIPS, individually and on
behalf of all others similarly situated,

Plaintiff.

v

AMERICAN HONDA MOTOR CO., INC.
Defendant.

Case No:

- 1. Breach of Express Warranty**
- 2. Breach of Implied Warranty**
- 3. Unjust Enrichment**

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT

Plaintiff Alec Phillips (“Plaintiff”), individually and on behalf of all others similarly situated, respectfully submits this Class Action Complaint against Defendant American

1 Honda Motor Co., Inc. (“Honda” or “Defendant”). Plaintiff makes the following
2 allegations, except as to allegations specifically pertaining to Plaintiff and his own acts and
3 experiences, upon information and belief based on, among other things, the investigation
4 of counsel, review of publicly available documents, the National Highway Traffic Safety
5 Administration recall materials, Honda’s recall communications, and documents and
6 information presently available to Plaintiff.

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8 **NATURE OF THE ACTION**

- 9
- 10 1. This is a class action arising from Defendant American Honda Motor Co., Inc.’s sale
11 of 2024–2026 Honda CBR600RR motorcycles that are subject to an admitted safety
12 recall because of a dangerous engine defect¹. Plaintiff Alec Phillips purchased a new
13 Honda CBR600RR for ordinary personal use. He paid for a safe, roadworthy,
14 merchantable motorcycle. Instead, he received a motorcycle subject to a safety defect
15 that Honda admits can cause engine failure, rear-wheel lockup, crash, injury, or fire.
 - 16 2. On December 18, 2025, Honda submitted a Part 573 Safety Recall Report to the
17 National Highway Traffic Safety Administration concerning certain 2024–2026 Honda
18 CBR600RR motorcycles. The recall is identified as NHTSA Recall No. 25V891 and
19 Manufacturer Recall No. KT5².
 - 20 3. The recall population includes approximately 1,253 Honda CBR600RR motorcycles
21 manufactured between January 10, 2024, and November 12, 2025.
 - 22 4. Honda reported that the recalled motorcycles contain a defect caused by improper
23 finishing of the engine block’s cylinder surface. As a result, excessive engine oil
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¹ Ex A. NHTSA Recall Notice

² Id.

1 consumption may occur. If the oil level drops below the minimum required level, oil
2 pressure can decrease, potentially leading to connecting rod bearing seizure.

3 5. The safety consequences are severe. Honda reported to NHTSA that, if the connecting
4 rod bearing seizes, the rear wheel may lock up and/or engine oil may contact the
5 exhaust system, increasing the risk of crash, injury, or fire.

6 6. Honda's owner recall notice likewise warned owners that excessive engine oil
7 consumption may occur; that the engine may seize if the oil level drops below the
8 minimum required level; and that engine seizure may cause rear-wheel lockup, breach
9 of the engine case, and/or engine oil contact with the exhaust system or rear tire,
10 increasing the risk of crash, injury, or fire³.

11 7. Despite the seriousness of this safety defect, Honda did not provide Plaintiff and Class
12 Members with an immediately available final repair. Honda's NHTSA recall schedule
13 identifies dealer notification as occurring on or about December 12, 2025, interim
14 owner notification as scheduled for February 16, 2026, and planned remedy owner
15 notification only as a "Phased Recall."

16 8. Honda's interim protocol is not a true repair. Rather than immediately replacing the
17 defective engine components, providing a replacement motorcycle, issuing a full
18 refund, or conducting a buyback, Honda left owners with motorcycles that could not
19 be safely used and instructed them to await a later remedy while bearing the ongoing
20 costs of ownership.

21 9. Plaintiff's experience illustrates the problem. Plaintiff purchased his Honda
22 CBR600RR new in August 2025. At the time of purchase, the motorcycle had
23

24 ³ Ex B: Honda Recall Notice

1 approximately nine miles on the odometer. By the time the recall issue arose, the
2 motorcycle had approximately 1,545 miles.

3 10. After receiving notice of the recall, Plaintiff did not continue ordinary use of the
4 motorcycle. Instead, he drove it approximately 3.1 miles from storage to an authorized
5 dealership, where it remained.

6 11. Plaintiff presented the motorcycle to a Kentucky dealership in or around February
7 2026. He was told that the motorcycle needed a new motor and was not safe to operate.
8

9 12. Honda did not provide Plaintiff with a prompt replacement motor, replacement
10 motorcycle, full refund, or adequate buyback. Instead, Plaintiff was informed that
11 Honda would not have a replacement motor available until the “second phase” of the
12 recall, which would not occur before July.

13 13. Plaintiff requested a buyback or equivalent relief. Honda, through its dealerships,
14 offered only approximately \$7,000, even though the motorcycle’s new MSRP was
15 approximately \$11,499 and Plaintiff estimated the motorcycle would have been worth
16 approximately \$10,500 absent the defect.
17

18 14. Meanwhile, Plaintiff continues to pay the note, interest, and insurance on a motorcycle
19 he cannot safely use. Honda also conditioned release of the motorcycle on Plaintiff
20 signing a waiver releasing Honda from liability and agreeing to bring the motorcycle
21 in every 300 miles for inspection.

22 15. Honda’s delayed, incomplete, and conditional recall response fails to provide Plaintiff
23 and Class Members the benefit of their bargain. Plaintiff and Class Members paid for
24 motorcycles that were safe, merchantable, roadworthy, and fit for ordinary use. They
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1 instead received motorcycles subject to an admitted safety defect for which Honda has
2 not provided a timely and adequate remedy.

3 16. Plaintiff brings this action individually and on behalf of all others similarly situated to
4 recover damages and equitable relief arising from Honda's breach of express warranty,
5 breach of the implied warranty of merchantability, and unjust enrichment.

6 **PARTIES**

7 17. Plaintiff incorporates all previous paragraphs as if asserted fully herein.

8 18. Plaintiff Alec Phillips is a citizen and resident of Kentucky. He resides in Lexington
9 which is part of Fayette County.

10 19. In or around August 2025, Plaintiff purchased a new Honda CBR600RR motorcycle
11 from an authorized Honda dealer in Indiana for ordinary personal use. At the time of
12 purchase, the motorcycle had approximately nine miles on the odometer. By the time
13 the recall issue arose, the motorcycle had approximately 1,500 miles.

14 20. Plaintiff purchased the motorcycle with financing and continues to make payments on
15 the note, including interest, and to maintain insurance coverage on the motorcycle
16 despite being unable to safely use it.

17 21. Plaintiff's motorcycle is among the vehicles subject to NHTSA Recall No. 25V891 and
18 Manufacturer Recall No. KT5, involving certain 2024–2026 Honda CBR600RR
19 motorcycles.

20 22. Defendant American Honda Motor Co., Inc. ("Honda" or "Defendant") is the United
21 States Honda entity identified by the National Highway Traffic Safety Administration
22 as the manufacturer responsible for the subject recall.
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1 23. Honda's Part 573 Safety Recall Report identifies the manufacturer as "Honda
2 (American Honda Motor Co.);" and lists Honda's address as 1919 Torrance Blvd.,
3 Torrance, California 90501. Torrance is located in Los Angeles County.

4 24. Honda's Registered Agent is CSC Lawyers Incorporating Services located at 2710
5 Gateway Oaks Drive, Sacramento, California 95833.

6 25. Upon information and belief, Honda manufactures, imports, markets, distributes, sells,
7 warrants, services, and administers recall remedies for Honda motorcycles sold
8 throughout the United States, including the 2024–2026 Honda CBR600RR
9 motorcycles at issue in this action.

10 26. Honda conducts substantial business throughout the United States, including in
11 California, Kentucky, and Indiana, through its authorized dealer network, warranty
12 program, recall program, customer-service operations, and sale and distribution of
13 Honda motorcycles.

14 27. At all relevant times, Honda acted directly and through its authorized dealers, agents,
15 representatives, employees, subsidiaries, affiliates, and others acting within the course
16 and scope of their authority. Honda's authorized dealers sold Honda motorcycles,
17 performed warranty and recall work, communicated with consumers about warranty
18 and recall remedies, and acted as Honda's authorized representatives for purposes of
19 inspection, repair, warranty service, and recall administration.

20 28. Honda received the benefit of the sale of Plaintiff's motorcycle and the sale of Class
21 Members' motorcycles, directly or indirectly, through its manufacture, distribution,
22 sale, warranty, and recall program for the affected Honda CBR600RR motorcycles.
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JURISDICTION AND VENUE

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2 29. Plaintiff incorporates all previous paragraphs as if asserted fully herein.

3 30. This Court has subject matter jurisdiction over this action pursuant to the Class Action
4 Fairness Act, 28 U.S.C. § 1332(d), because this is a proposed class action in which: (a)
5 the proposed Class contains more than 100 members; (b) at least one member of the
6 proposed Class is a citizen of a state different from Defendant; and (c) the aggregate
7 amount in controversy exceeds \$5,000,000, exclusive of interest and costs.
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9 31. Minimal diversity exists under 28 U.S.C. § 1332(d)(2). Plaintiff Alec Phillips is a
10 citizen and resident of Kentucky. Defendant American Honda Motor Co., Inc. is
11 identified in the NHTSA recall materials as “Honda (American Honda Motor Co.)”
12 with an address at 1919 Torrance Blvd., Torrance, California 90501.
13

14 32. The proposed Class contains more than 100 members. Honda’s Part 573 Safety Recall
15 Report identifies approximately 1,253 potentially involved 2024–2026 Honda
16 CBR600RR motorcycles.

17 33. The amount in controversy exceeds \$5,000,000. The recalled motorcycles are premium
18 Honda sport motorcycles. Plaintiff purchased his motorcycle for approximately
19 \$11,499 MSRP, and Honda’s recall materials identify approximately 1,253 potentially
20 involved motorcycles. When aggregated across the proposed Class, the claims for
21 overpayment, diminished value, loss of use, finance charges, insurance expenses,
22 incidental and consequential damages, restitution, and other relief exceed \$5,000,000,
23 exclusive of interest and costs.
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25 34. This Court has personal jurisdiction over Defendant because Defendant resides in,
26 maintains substantial operations in, conducts business from, and is headquartered or
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1 otherwise maintains its relevant United States operations in this District. Honda's Part
2 573 Safety Recall Report identifies American Honda Motor Co. at 1919 Torrance
3 Blvd., Torrance, California 90501.

4 35. This Court also has personal jurisdiction over Defendant because Defendant
5 purposefully availed itself of the privilege of conducting business in California and in
6 this District by, among other things, designing, importing, distributing, marketing,
7 selling, warranting, servicing, and administering recall remedies for Honda
8 motorcycles throughout the United States from its California operations.

9
10 36. Defendant's warranty, recall, customer-service, dealer-communication, and remedial
11 decisions concerning the recalled Honda CBR600RR motorcycles were made, directed,
12 approved, implemented, or administered, in whole or in substantial part, from Honda's
13 California operations, including its Torrance, California location.

14
15 37. Venue is proper in this District under 28 U.S.C. § 1391(b)(1) because Defendant resides
16 in this District for venue purposes.

17 38. Venue is also proper in this District under 28 U.S.C. § 1391(b)(2) because a substantial
18 part of the events or omissions giving rise to Plaintiff's claims occurred in this District.
19 Honda's recall administration, warranty administration, communications with NHTSA,
20 dealer notifications, owner notifications, and decisions concerning the timing and
21 adequacy of the recall remedy were made, directed, approved, implemented, or
22 administered, in whole or in substantial part, from Honda's California operations.

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24 **FACTUAL ALLEGATIONS**

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26 39. Plaintiff incorporates all previous paragraphs as if asserted fully herein.

1 **A. The Honda CBR600RR**

2 40. The Honda CBR600RR is a sport motorcycle manufactured, marketed, distributed,
3 sold, warranted, and serviced by Honda.

4 41. Consumers who purchase Honda CBR600RR motorcycles reasonably expect that the
5 motorcycles will be safe, roadworthy, merchantable, and suitable for ordinary
6 motorcycle use.

7 42. Engine reliability, oil-pressure integrity, predictable power delivery, and rear-wheel
8 control are essential safety features of any motorcycle.

9 43. A motorcycle whose engine may seize during operation, causing rear-wheel lockup and
10 an increased risk of crash, injury, or fire, is not safe, roadworthy, merchantable, or fit
11 for ordinary use.

12 44. Plaintiff and Class Members purchased or leased Honda CBR600RR motorcycles
13 expecting that the motorcycles were free from safety-critical engine defects and
14 suitable for ordinary use.
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17 **B. The Safety Recall**

18 45. On or about December 18, 2025, Honda submitted a Part 573 Safety Recall Report to
19 the National Highway Traffic Safety Administration concerning certain 2024–2026
20 Honda CBR600RR motorcycles.
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22 46. The recall is identified as NHTSA Recall No. 25V891 and Manufacturer Recall No.
23 KT5.

24 47. The recall applies to certain 2024–2026 Honda CBR600RR motorcycles manufactured
25 between January 10, 2024, and November 12, 2025.
26

27 48. Honda identified approximately 1,253 motorcycles as potentially involved in the recall.
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1 49. Honda reported that, due to improper finishing of the engine block's cylinder surface,
2 excessive engine oil consumption may occur.

3 50. Honda further reported that, as the oil level drops below the minimum required level,
4 oil pressure can decrease, potentially leading to connecting rod bearing seizure.

5 51. Honda reported that, if the connecting rod bearing seizes, the rear wheel may lock up
6 and/or engine oil may contact the exhaust system, increasing the risk of crash, injury,
7 or fire.

8 52. Honda's owner recall notice likewise advised owners that excessive engine oil
9 consumption may occur and that, if the oil level drops below the minimum required
10 level, engine seizure may occur.

11 53. Honda further warned owners that engine seizure may cause rear-wheel lockup, engine
12 components to breach the engine case, and/or engine oil to contact the exhaust system
13 or rear tire, increasing the risk of crash, injury, or fire.

14 54. The defect is safety-critical because it implicates the engine, oil-pressure system, and
15 rear-wheel control of the motorcycle.

16 55. The defect substantially impairs the safety, reliability, merchantability, and value of the
17 recalled motorcycles.

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21 **C. Honda's Recall Remedy Is Inadequate and Fails of Its Essential Purpose**

22 56. Although Honda identified the remedy type as "Repair," Honda did not provide
23 Plaintiff and Class Members with an immediately available final repair.

24 57. Honda's NHTSA recall schedule identified dealer notification as beginning and ending
25 on or about December 12, 2025.

1 58. Honda's NHTSA recall schedule identified interim owner notification as scheduled to
2 begin and end on or about February 16, 2026.

3 59. Honda's NHTSA recall schedule did not identify a definite date for final remedy
4 notification. Instead, it identified the planned remedy owner notification only as a
5 "Phased Recall."

6 60. Honda's owner recall notice advised consumers that the repair for the motorcycle was
7 still being finalized and was not currently available.

8 61. Instead of providing an immediately available final repair, Honda instructed owners to
9 monitor oil levels and to bring their motorcycles to authorized Honda Powersports
10 dealers every 300 miles for oil-consumption inspections until the repair became
11 available.
12

13 62. Honda's interim inspection protocol is not a repair.

14 63. The interim inspection protocol does not correct the improper finishing of the engine
15 block's cylinder surface.
16

17 64. The interim inspection protocol does not eliminate excessive oil consumption.

18 65. The interim inspection protocol does not eliminate the risk of oil-pressure loss.

19 66. The interim inspection protocol does not eliminate the risk of connecting rod bearing
20 seizure.
21

22 67. The interim inspection protocol does not eliminate the risk of rear-wheel lockup, oil
23 contact with the exhaust system or rear tire, crash, injury, or fire.

24 68. The interim inspection protocol does not restore the recalled motorcycles to safe,
25 merchantable, roadworthy, and ordinary use.
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1 69. Honda's delayed and incomplete recall remedy shifts the cost and burden of Honda's
2 defect onto consumers.

3 70. Owners are left to choose between riding motorcycles subject to a safety-critical engine
4 defect or parking motorcycles for an indefinite period while continuing to bear
5 ownership expenses.

6 71. Honda has not provided Plaintiff and Class Members with a timely replacement engine,
7 replacement motorcycle, full refund, buyback, or other adequate remedy.

8 72. Honda has not adequately compensated Plaintiff and Class Members for loss of use,
9 diminished value, finance charges, insurance expenses, depreciation, storage burdens,
10 inconvenience, or other economic harm.

11 73. Honda's limited repair remedy has failed of its essential purpose because it does not
12 provide a prompt, safe, complete, or meaningful cure for the admitted safety defect.

13 74. Plaintiff and Class Members paid for safe, merchantable, roadworthy Honda
14 motorcycles. Instead, they received motorcycles subject to a safety recall for a defect
15 that can cause engine seizure, rear-wheel lockup, crash, injury, or fire, with no timely
16 final repair.
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20 **D. Plaintiff Alec Phillips's Purchase and Experience**

21 75. In or around August 2025, Plaintiff Alec Phillips purchased a new Honda CBR600RR
22 motorcycle from an authorized Honda dealer in Indiana.

23 76. At the time of purchase, Plaintiff's motorcycle had approximately nine miles on the
24 odometer.

25 77. Plaintiff purchased the motorcycle for ordinary personal use.

26 78. Plaintiff financed the motorcycle and remains obligated on the note.
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1 79. By the time the recall issue arose, Plaintiff's motorcycle had approximately 1,500
2 miles.

3 80. In or around December 2025, Plaintiff received official notice of the recall.

4 81. After receiving notice of the recall, Plaintiff did not continue ordinary use of the
5 motorcycle.

6 82. Instead, Plaintiff drove the motorcycle approximately 3.1 miles from storage to an
7 authorized dealership.

8 83. In or around February 2026, Plaintiff presented the motorcycle to an authorized Honda
9 dealership in Kentucky for evaluation and remedy.

10 84. Plaintiff was informed that the motorcycle required a new motor and was not safe to
11 operate.

12 85. Plaintiff's motorcycle remained at the Kentucky dealership.

13 86. Honda did not provide Plaintiff with a timely replacement motor.

14 87. Honda did not provide Plaintiff with a replacement motorcycle.

15 88. Honda did not provide Plaintiff with a full refund.

16 89. Honda did not provide Plaintiff with a full buyback.

17 90. Plaintiff was informed that Honda would not have a replacement motor available until
18 the second phase of the recall process, which would not occur before July 2026.

19 91. Plaintiff requested a buyback or equivalent relief.

20 92. Honda offered Plaintiff approximately \$7,000.

21 93. The offer was substantially below the motorcycle's approximate new MSRP of
22 \$11,499.
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1 94. The offer was also substantially below Plaintiff's estimated non-defective market value
2 of approximately \$10,500.

3 95. Plaintiff continues to make payments on the motorcycle note, including interest, despite
4 being unable to safely use the motorcycle.

5 96. Plaintiff also continues to maintain insurance coverage on the motorcycle despite being
6 unable to safely use it.

7 97. Honda further conditioned release of Plaintiff's motorcycle on Plaintiff signing a
8 waiver releasing Honda from liability and agreeing to return the motorcycle for
9 inspections every 300 miles.

10 98. Plaintiff did not receive the safe, merchantable, roadworthy motorcycle for which he
11 paid.

12 99. Plaintiff has suffered damages including overpayment, diminished value, loss of use,
13 finance charges, interest, insurance costs, inconvenience, and other incidental and
14 consequential damages.
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16

17 **E. Pre-Suit Notice**

18 100. On or about April 8, 2026, Plaintiff, through counsel, sent Honda written notice
19 of its breach of warranty and insufficient recall remedy⁴.

20 101. The notice was directed to American Honda Motor Co., Inc. at 1919 Torrance
21 Blvd., Torrance, California 90501, and to Honda's California agent for service.
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27 ⁴ Ex C. Notice Letter
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1 102. The notice advised Honda that Plaintiff purchased a recalled Honda
2 CBR600RR motorcycle and that Honda had failed to provide a timely and adequate
3 warranty remedy.

4 103. The notice advised Honda that Plaintiff's motorcycle could not be safely
5 operated, that Plaintiff remained responsible for loan payments and insurance, and that
6 Honda had not provided a full refund, replacement vehicle, replacement engine, or
7 adequate buyback.
8

9 104. The notice further advised Honda that its delayed recall remedy was insufficient
10 and that Plaintiff sought relief for Honda's breach of warranty.

11 105. Honda failed to provide Plaintiff with a complete and adequate remedy after
12 receiving notice.
13

14 **F. Economic Harm to Plaintiff and Class Members**

15 106. Plaintiff and Class Members paid for motorcycles that they reasonably expected
16 to be safe, merchantable, roadworthy, and fit for ordinary use.

17 107. Plaintiff and Class Members instead received motorcycles subject to a safety-
18 critical engine defect that can cause excessive oil consumption, oil-pressure loss,
19 connecting rod bearing seizure, rear-wheel lockup, oil contact with the exhaust system
20 or rear tire, crash, injury, or fire.
21

22 108. The defect existed at the time the recalled motorcycles left Honda's possession
23 and at the time of sale or lease to Plaintiff and Class Members.

24 109. The defect diminished the value of the recalled motorcycles at the time of
25 purchase or lease.
26

27 110. The recall further diminished the value of the recalled motorcycles after sale.
28

1 111. Plaintiff and Class Members overpaid for the recalled motorcycles because the
2 motorcycles were worth less than represented and less than the purchase or lease price
3 paid.

4 112. Plaintiff and Class Members did not receive the benefit of their bargain.

5 113. Plaintiff and Class Members have also suffered loss-of-use damages because
6 the recalled motorcycles cannot be safely operated unless and until Honda provides a
7 complete and adequate repair.
8

9 114. Plaintiff and Class Members have incurred and continue to incur damages
10 including, but not limited to, overpayment, diminished value, loss of use, finance
11 charges, interest, insurance expenses, depreciation, storage costs, transportation costs,
12 inconvenience, and other incidental and consequential damages.

13 115. Honda has retained the economic benefits of selling the recalled motorcycles
14 while shifting the costs and burdens of the defect and delayed remedy onto Plaintiff
15 and Class Members.
16

17 116. As a result of Honda's conduct, Plaintiff and Class Members have been
18 damaged in an amount to be proven at trial.
19

20 **CLASS ACTION ALLEGATIONS**

21 117. Plaintiff incorporates all previous paragraphs as if asserted fully herein.

22 118. Plaintiff brings this action individually and on behalf of all others similarly situated
23 pursuant to Federal Rule of Civil Procedure 23(a), 23(b)(2), and/or 23(b)(3).
24

25 119. Plaintiff seeks to represent the following Nationwide Class:

26 **Nationwide Class:** All persons in the United States who purchased or leased a
27 Recall 2024, 2025, or 2026 Honda CBR600RR motorcycle subject to NHTSA
28 No. 25V891.

1 120. In the alternative, or in addition to the Nationwide Class, Plaintiff seeks to represent
2 the following Kentucky Subclass:

3 **Kentucky Subclass:** All persons in Kentucky who purchased or leased a 2024,
4 2025, or 2026 Honda CBR600RR motorcycle subject to NHTSA Recall
5 No. 25V891.

6 121. The Nationwide Class and Kentucky Subclass are collectively referred to herein as the
7 “Classes.”

8 122. Excluded from the Classes are Defendant; Defendant’s parents, subsidiaries, affiliates,
9 officers, directors, employees, agents, and representatives; any entity in which Defendant
10 has a controlling interest; authorized Honda dealers to the extent they purchased or leased
11 the recalled motorcycles for resale; all persons who make a timely election to be excluded
12 from the Classes; and the judge assigned to this case, the judge’s immediate family, and
13 court staff.
14

15 123. Plaintiff reserves the right to amend or modify the Class definitions based on discovery,
16 further investigation, or order of the Court.

17 124. The members of the Classes are ascertainable because they may be identified through
18 Honda’s records, authorized dealer records, warranty records, recall records, vehicle
19 identification number data, registration records, financing records, and other objective
20 documentation.
21

22 125. The recalled motorcycles are readily identifiable by model year, model, VIN, recall
23 status, and inclusion in NHTSA Recall No. 25V891. Honda’s Part 573 Safety Recall
24 Report identifies the affected vehicles as certain 2024–2026 Honda CBR600RR
25 motorcycles and identifies approximately 1,253 potentially involved motorcycles.
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1 126. **Numerosity: Fed. R. Civ. P. 23(a)(1)** – Upon information and belief, the Classes are
2 so numerous that joinder of all members is impracticable. While the exact number and
3 identities of individual Class Members are presently unknown to Plaintiff, that information
4 is within Honda’s possession, custody, or control and may be obtained through discovery,
5 including Honda’s recall records, warranty records, VIN data, dealer records, customer
6 communications, registration information, and repair records. Honda’s Part 573 Safety
7 Recall Report identifies approximately 1,253 potentially involved 2024–2026 Honda
8 CBR600RR motorcycles. Class Members may be notified of the pendency of this action
9 through recognized, Court-approved notice methods, including direct mail, email, internet
10 publication, social media, dealer records, registration data, and/or other appropriate forms
11 of notice.
12

13 127. **Commonality: Fed. R. Civ. P. 23(a)(2)** – Questions of law and fact common to
14 Plaintiff and the Classes exist and predominate over any questions affecting only individual
15 Class Members. These common questions arise from Honda’s uniform conduct, uniform
16 recall, uniform warranty obligations, uniform failure to provide a timely and adequate
17 remedy, and the common engine defect affecting the recalled motorcycles.
18

19 128. Common questions include, but are not limited to:

- 20 a. Whether the recalled 2024–2026 Honda CBR600RR motorcycles contain the
21 engine defect identified in NHTSA Recall No. 25V891;
22
23 b. Whether improper finishing of the engine block’s cylinder surface can cause
24 excessive engine oil consumption;
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26 c. Whether excessive engine oil consumption can cause oil-pressure loss and
27 connecting rod bearing seizure;
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1 d. Whether connecting rod bearing seizure can cause rear-wheel lockup, oil
2 contact with the exhaust system or rear tire, crash, injury, or fire;

3 e. Whether the defect existed at the time the recalled motorcycles left Honda's
4 possession and control;

5 f. Whether Honda expressly warranted the recalled motorcycles;

6 g. Whether Honda breached its express warranties by selling motorcycles with
7 safety-critical engine defect;
8 a

9 h. Whether Honda breached its express warranties by failing to provide a timely
10 and adequate repair, replacement, refund, buyback, or other remedy;

11 i. Whether Honda's limited repair remedy failed of its essential purpose;

12 j. Whether the recalled motorcycles were merchantable at the time of sale;

13 k. Whether a motorcycle subject to engine seizure and rear-wheel lockup is fit
14 for ordinary motorcycle use;

15 l. Whether Honda's recall remedy is inadequate because it does not provide a p
16 rompt, complete, and meaningful cure for the defect;

17 m. Whether Honda was unjustly enriched by retaining revenues and profits
18 from the sale or lease of defective motorcycles;

19 n. Whether Plaintiff and Class Members suffered economic damages, including
20 overpayment, diminished value, loss of use, finance charges, insurance
21 costs, depreciation, and other incidental or consequential damages;

22 o. The proper measure of damages, restitution, disgorgement, and equitable
23 relief; and
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1 p. Whether Plaintiff and Class Members are entitled to declaratory, injunctive,
2 monetary, restitutionary, or other relief.

3 **129. Typicality: Fed. R. Civ. P. 23(a)(3)** – Plaintiff’s claims are typical of the claims of the
4 Classes because Plaintiff and Class Members purchased or leased recalled Honda
5 CBR600RR motorcycles subject to the same safety defect, the same recall, the same
6 warranty obligations, and the same inadequate recall remedy. Plaintiff, like Class
7 Members, paid for a safe, roadworthy, merchantable motorcycle but received a motorcycle
8 subject to an engine defect that can cause oil-pressure loss, connecting rod bearing seizure,
9 rear-wheel lockup, crash, injury, or fire. Plaintiff advances the same legal theories on behalf
10 of himself and the Classes, including breach of express warranty, breach of implied
11 warranty of merchantability, and unjust enrichment.

12
13 **130. Adequacy: Fed. R. Civ. P. 23(a)(4)** – Plaintiff will fairly and adequately protect the
14 interests of the Classes. Plaintiff’s interests are aligned with, and not antagonistic to, the
15 interests of Class Members. Plaintiff seeks relief for the same injuries suffered by Class
16 Members, including overpayment, diminished value, loss of use, and other economic harm
17 caused by Honda’s sale of defective motorcycles and failure to provide a timely and
18 adequate remedy. Plaintiff has retained counsel experienced in complex litigation,
19 consumer class actions, warranty litigation, and defective-product litigation.

20
21 **131. Predominance and Superiority: Fed. R. Civ. P. 23(b)(3)** – Common questions of
22 law and fact predominate over questions affecting only individual Class Members. The
23 central issues in this case concern Honda’s uniform conduct, including the existence of the
24 common defect, Honda’s warranties, Honda’s recall, Honda’s delayed and inadequate
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1 remedy, the motorcycles' merchantability, Honda's retention of benefits from the sale of
2 defective motorcycles, and the appropriate classwide measure of damages and restitution.

3 132. A class action is superior to all other available methods for the fair and efficient
4 adjudication of this controversy. The damages suffered by individual Class Members are
5 significant but may be insufficient to justify the expense and burden of individual litigation
6 against Honda. Individual actions would risk inconsistent adjudications, waste judicial
7 resources, and create unnecessary delay and expense. By contrast, class treatment will
8 allow common issues to be resolved in a single proceeding, promote consistency, conserve
9 judicial resources, and provide an efficient mechanism for redressing the harms alleged
10 herein.
11

12 133. Plaintiff seeks monetary damages, restitution, disgorgement, and equitable relief on
13 behalf of the Classes. Unless a Class is certified, Honda may retain the benefits of its
14 alleged misconduct while Class Members remain without an adequate remedy for the
15 diminished value, loss of use, and other economic harm caused by the defective
16 motorcycles and Honda's delayed recall response.
17

18 134. This action is also appropriate for certification under Fed. R. Civ. P. 23(b)(2) because
19 Honda has acted or refused to act on grounds generally applicable to the Classes. Honda's
20 uniform recall response, warranty administration, and refusal to provide a prompt and
21 adequate remedy apply generally to owners and lessees of the recalled motorcycles, making
22 final injunctive and declaratory relief appropriate with respect to the Classes as a whole.
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CAUSES OF ACTION

COUNT I

BREACH OF EXPRESS WARRANTY

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135. Plaintiff incorporates by reference each preceding paragraph as though fully set forth herein.

136. Plaintiff brings this claim individually and on behalf of the Classes against Defendant American Honda Motor Co., Inc.

137. Honda expressly warranted the recalled 2024–2026 Honda CBR600RR motorcycles, including Plaintiff’s motorcycle, through written warranties, warranty booklets, owner materials, authorized dealer communications, recall communications, and other representations made in connection with the sale, lease, service, and repair of the motorcycles.

138. Honda’s express warranties included promises that the recalled motorcycles would be free from defects in materials and workmanship and that Honda would repair covered defects within the warranty period.

139. Honda also expressly undertook to repair the safety defect identified in NHTSA Recall No. 25V891 and Manufacturer Recall No. KT5.

140. Plaintiff and Class Members purchased or leased the recalled motorcycles with the reasonable expectation that the motorcycles were safe, roadworthy, merchantable, free from safety-critical engine defects, and suitable for ordinary motorcycle use.

141. The recalled motorcycles did not conform to Honda’s express warranties because they contained a safety-critical engine defect that can cause excessive oil

1 consumption, reduced oil pressure, connecting rod bearing seizure, rear-wheel lockup,
2 oil contact with the exhaust system or rear tire, crash, injury, or fire.

3 142. The defect existed at the time the recalled motorcycles left Honda's possession
4 and control and at the time they were sold or leased to Plaintiff and Class Members.

5 143. Honda breached its express warranties by manufacturing, distributing, selling,
6 leasing, and warranting motorcycles that were defective, unsafe, diminished in value,
7 and not fit for ordinary use.

8 144. Honda further breached its express warranties by failing to provide Plaintiff and
9 Class Members with a timely, complete, and adequate repair.

10 145. Honda's recall remedy was not immediately available and did not provide
11 Plaintiff and Class Members with a prompt final cure for the defect.

12 146. Honda's interim inspection protocol does not repair the defective engine
13 condition, does not eliminate excessive oil consumption, does not eliminate the risk of
14 oil-pressure loss, does not eliminate the risk of connecting rod bearing seizure, and
15 does not restore the motorcycles to safe and ordinary use.

16 147. Plaintiff presented his motorcycle to an authorized Honda dealership for
17 evaluation and remedy.

18 148. Plaintiff was informed that his motorcycle required a new motor and was not
19 safe to operate.

20 149. Honda did not provide Plaintiff with a timely replacement motor, replacement
21 motorcycle, full refund, buyback, or other adequate remedy.

22 150. Instead, Plaintiff was informed that a replacement motor would not be available
23 until the second phase of the recall process, which would not occur before July 2026.

1 151. Honda's failure to provide a prompt and adequate warranty repair deprived
2 Plaintiff and Class Members of the substantial benefit of their bargain.

3 152. Honda's limited repair remedy has failed of its essential purpose because it has
4 not provided Plaintiff and Class Members with a safe, usable, repaired motorcycle
5 within a reasonable time.

6 153. Plaintiff and Class Members provided Honda with reasonable notice of the
7 breach. Among other things, Honda had actual notice of the defect through its own
8 investigation, NHTSA recall submission, dealer communications, warranty program,
9 recall program, and consumer complaints.

10 154. Plaintiff also provided written pre-suit notice to Honda through counsel,
11 advising Honda of its breach of warranty and insufficient recall remedy.

12 155. Any further attempt to obtain warranty performance from Honda would be
13 futile because Honda has acknowledged the defect, has not provided an immediately
14 available final repair, and has failed to provide Plaintiff with a timely replacement
15 engine, replacement motorcycle, full refund, buyback, or other adequate remedy.
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17 156. As a direct and proximate result of Honda's breach of express warranty,
18 Plaintiff and Class Members suffered damages, including overpayment, diminished
19 value, loss of use, finance charges, interest, insurance expenses, depreciation,
20 inconvenience, and other incidental and consequential damages.
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22 157. Plaintiff and Class Members are entitled to recover all damages and other relief
23 available by law, including actual damages, benefit-of-the-bargain damages, incidental
24 and consequential damages, restitution, disgorgement where appropriate, attorneys'
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1 fees and costs where available, pre-judgment and post-judgment interest, and all other
2 relief the Court deems just and proper.

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4 **COUNT II**
5 **BREACH OF IMPLIED WARRANTY**

6 158. Plaintiff incorporates by reference each preceding paragraph as though fully set
7 forth herein.

8 159. Plaintiff brings this claim individually and on behalf of the Classes against
9 Defendant American Honda Motor Co., Inc.

10 160. At all relevant times, Honda was a merchant with respect to the manufacture,
11 distribution, sale, lease, warranty, service, and repair of motorcycles, including the
12 recalled 2024–2026 Honda CBR600RR motorcycles.

13 161. Honda, directly and through its authorized dealer network, placed the recalled
14 motorcycles into the stream of commerce and intended that Plaintiff and Class
15 Members purchase or lease them for ordinary use.

16 162. Honda impliedly warranted that the recalled motorcycles were merchantable,
17 fit for their ordinary purpose, safe for ordinary motorcycle operation, roadworthy, and
18 of the same quality as similar motorcycles generally acceptable in the trade.

19 20 163. Plaintiff and Class Members purchased or leased the recalled motorcycles for
21 ordinary personal, transportation, recreational, and/or motorcycle use.

22 23 164. The recalled motorcycles were not merchantable when sold or leased because
24 they contained a latent, safety-critical engine defect.

25 26 165. Specifically, due to improper finishing of the engine block’s cylinder surface,
27 the recalled motorcycles may experience excessive engine oil consumption.
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1 166. As the oil level drops below the minimum required level, oil pressure can
2 decrease, potentially leading to connecting rod bearing seizure.

3 167. If the connecting rod bearing seizes, the rear wheel may lock up and/or engine
4 oil may contact the exhaust system or rear tire, increasing the risk of crash, injury, or
5 fire.

6 168. A motorcycle whose engine may suffer oil-pressure loss, connecting rod
7 bearing seizure, rear-wheel lockup, and increased risk of crash, injury, or fire is not fit
8 for ordinary motorcycle use.

9 169. The defect substantially impairs the safety, reliability, usability,
10 merchantability, and value of the recalled motorcycles.

11 170. Plaintiff's motorcycle was not fit for ordinary use. After Plaintiff presented the
12 motorcycle to an authorized Honda dealership, he was informed that the motorcycle
13 required a new motor and was not safe to operate.

14 171. Honda failed to provide Plaintiff with a timely replacement motor, replacement
15 motorcycle, full refund, buyback, or other adequate remedy.

16 172. Honda's delayed and incomplete recall response did not restore Plaintiff's
17 motorcycle, or the recalled motorcycles generally, to merchantable condition within a
18 reasonable time.

19 173. Plaintiff and Class Members did not receive motorcycles that were fit for the
20 ordinary purposes for which motorcycles are used.

21 174. Plaintiff and Class Members could not have discovered the defect through
22 reasonable inspection before purchase or lease because the defect was latent, internal
23 to the engine, and within Honda's superior knowledge and control.
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1 175. Honda had notice of the defect and breach of implied warranty through, among
2 other things, its own investigation, manufacturing records, NHTSA recall submission,
3 dealer communications, warranty and recall programs, and consumer complaints.

4 176. Plaintiff also provided Honda written pre-suit notice of its breach of warranty
5 and insufficient recall remedy.

6 177. As a direct and proximate result of Honda's breach of the implied warranty of
7 merchantability, Plaintiff and Class Members suffered damages, including
8 overpayment, diminished value, loss of use, finance charges, interest, insurance
9 expenses, depreciation, inconvenience, and other incidental and consequential
10 damages.
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13 **COUNT III**
14 **UNJUST ENRICHMENT**

15 178. Plaintiff incorporates by reference each preceding paragraph as though fully set
16 forth herein.

17 179. Plaintiff brings this claim individually and on behalf of the Classes against
18 Defendant American Honda Motor Co., Inc.

19 180. Plaintiff pleads this claim in the alternative to his warranty claims to the extent
20 Honda contends that no express contract or warranty provides Plaintiff and Class
21 Members with complete relief.

22 181. Plaintiff and Class Members conferred a benefit upon Honda by purchasing or
23 leasing recalled 2024–2026 Honda CBR600RR motorcycles.

24 182. Honda accepted and retained the benefits conferred by Plaintiff and Class
25 Members, including revenues, profits, warranty-related benefits, goodwill, market
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1 share, and other economic benefits derived from the sale or lease of the recalled
2 motorcycles.

3 183. Honda knew of and appreciated these benefits because Honda manufactured,
4 distributed, marketed, warranted, serviced, and administered recall remedies for the
5 recalled motorcycles through its authorized dealer network and national warranty and
6 recall programs.

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8 184. Honda's retention of these benefits is unjust and inequitable because Plaintiff
9 and Class Members paid for safe, roadworthy, merchantable motorcycles fit for
10 ordinary use but received motorcycles subject to a safety-critical engine defect.

11 185. The recalled motorcycles contain a defect that may cause excessive engine oil
12 consumption, oil-pressure loss, connecting rod bearing seizure, rear-wheel lockup, oil
13 contact with the exhaust system or rear tire, crash, injury, or fire.

14 186. Honda's recall remedy has not provided Plaintiff and Class Members with a
15 timely, complete, and adequate cure for the defect.

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17 187. Instead, Honda has retained the economic benefits of the sales while shifting
18 the costs and burdens of the defect onto Plaintiff and Class Members, including loss of
19 use, diminished value, finance charges, interest, insurance expenses, depreciation,
20 inconvenience, and other economic harm.

21 188. Honda has not provided Plaintiff and Class Members with a full refund,
22 replacement motorcycle, timely replacement engine, adequate buyback, or other
23 complete remedy.
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1 189. Plaintiff's experience illustrates the inequity. Plaintiff continues to make
2 payments, pay interest, and maintain insurance coverage on a motorcycle that he cannot
3 safely use and that Honda has not timely repaired.

4 190. It would be inequitable and unjust for Honda to retain the full economic benefit
5 of selling the recalled motorcycles while Plaintiff and Class Members remain burdened
6 with defective, unsafe, diminished-value motorcycles and ongoing ownership costs.

7 191. Plaintiff and Class Members did not receive the benefit of their bargain.

8 192. As a direct and proximate result of Honda's unjust enrichment, Plaintiff and
9 Class Members have suffered damages and economic losses in an amount to be
10 determined at trial.

11 193. Plaintiff and Class Members are entitled to restitution, disgorgement, and/or
12 other equitable relief requiring Honda to return the benefits unjustly retained as a result
13 of its sale or lease of defective motorcycles and failure to provide a timely and adequate
14 remedy.

15 194. Plaintiff and Class Members further seek all other relief the Court deems just
16 and proper, including pre-judgment and post-judgment interest, attorneys' fees and
17 costs where available, and any other equitable relief necessary to prevent Honda's
18 unjust retention of benefits.

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22 **PRAYER FOR RELIEF**

23 WHEREFORE, Plaintiff, individually and on behalf of the other Members of the
24 Class alleged herein, respectfully request that the Court enter judgment in their favor and
25 against the Defendant as follows:

26 For an order certifying the Class and naming Plaintiff as the representative for the Class
27 A

1 and Plaintiffs' attorneys as Class Counsel;

2 B. For an order declaring that Defendant's conduct violates the causes of action referenced
herein;

3 C. For an order finding in favor of Plaintiff and the Class on all counts asserted herein;

4 D. For compensatory, statutory, and punitive damages in amounts to be determined by the
5 Court and/or jury;

6 E. For prejudgment interest on all amounts awarded;

7 F. For an order of restitution and all other forms of equitable monetary relief;

8 G. For injunctive relief as pleaded or as the Court may deem proper;

9 H. For an order awarding Plaintiff and the Class their reasonable attorneys' fees and expenses
10 and costs of suit; and

11 I. For an order providing for all other such equitable relief as may be just and proper.

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

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14 Dated: June 26,, 2026,

Respectfully submitted,

15
16 /s/John C. Bohren

17 John C. Bohren

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26 *Attorneys for Plaintiffs and the Putative Class*

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Honda Facing Class Action Lawsuit Over 2025 Motorcycle Recall](#)
