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

In re HONDA IDLE STOP  
LITIGATION

This Document Relates to:  
ALL ACTIONS

Master File No.: 2:22-cv-04252

CONSOLIDATED ACTION

**FIFTH CONSOLIDATED  
AMENDED COMPLAINT**

1 Plaintiffs Hamid Bolooki, Janice Stewart, Sirous Pourjafar, Sean Crary, Kevin  
2 Bishop, Liz Simpson, Abby O'Neill, Jeff Kaminski, Antoinette Lanus, Devron Elliot,  
3 Brandon Derry, Malik Barrett, Drew Taranto, Etinosa O'Basuyi, Daniel Rock, Sharon  
4 Marie Johnson, Sadia Durrani, Marilyn Thomas, Melissa Howell, and David Jew  
5 (collectively, "Plaintiffs"), individually and on behalf of the other members of the  
6 below-defined nationwide and statewide classes they respectively seek to represent  
7 (collectively, the "Class"), and Plaintiffs Latasha Ransome and Ali Qureshi,  
8 individually, hereby allege against Defendant American Honda Motor Co., Inc.  
9 (collectively with its parent, Honda Motor Company Limited, "Honda"), upon personal  
10 knowledge as to themselves and their own acts, and as to all other matters upon  
11 information and belief, based upon the investigation made by the undersigned  
12 attorneys, as follows:

13 **I. NATURE OF THE CASE<sup>1</sup>**

14 1. Plaintiffs seek damages and equitable relief, individually and on behalf of  
15 all other Class members, for Honda's sale and lease of Class Vehicles with an Idle Stop  
16 (also referred to as "Auto Start/Stop" or "Auto Idle-stop") feature that is unreliable and  
17 exposes occupants of the Class Vehicles to great risk of bodily harm and injury.

18 2. The Class Vehicles, as that term is used herein, are certain 2015-2021  
19 model year Honda Pilot, Honda Passport, Honda Ridgeline, Acura TLX, and Acura  
20 MDX vehicles equipped with the Idle Stop feature and a nine-speed automatic  
21 transmission that have not received a new starter for free under Honda's AIS Technical  
22 Service Bulletins ("TSBs").

23 3. As explained in more detail below, the Idle Stop feature automatically  
24 shuts off a Class Vehicle's engine when the brake pedal is fully applied and the vehicle  
25 reaches idling revolutions per minute ("RPM"). When working properly, the Idle Stop

26 <sup>1</sup> This amendment conforms Plaintiffs' complaint with the evidence and record. To the  
27 extent a claim has been dismissed or the amendments herein conflict with a prior order,  
28 it is only for preservation.

1 feature automatically restarts the engine when the driver releases the brake pedal or  
2 when the vehicle sits for an extended period of time with auxiliary systems running (air  
3 conditioning, etc.).

4 4. The Idle Stop feature in the Class Vehicles, however, is subject to sudden  
5 and unexpected failure (the “Idle Stop Defect”). Specifically, although the Idle Stop  
6 feature automatically activates and shuts down the Class Vehicles’ engines when the  
7 brake pedal is fully applied and the vehicle is at idle, the Idle Stop feature will  
8 oftentimes not automatically restart the engine when a driver takes releases the brake  
9 pedal. The vehicle will, suddenly and without notice, become inoperable and  
10 undriveable wherever it rests, whether at a red light or stop sign, in the middle of an  
11 intersection while making a left-hand turn, or on an entrance ramp to a highway.

12 5. Going back to 2015, Class Vehicle owners have filed with NHTSA, or  
13 posted online, hundreds of complaints regarding the Idle Stop Defect. Two recurring  
14 themes in these complaints are the dangers that the Idle Stop Defect poses and Honda’s  
15 failure to address the issue.

16 6. Despite having longstanding knowledge of the Idle Stop Defect, Honda  
17 has continued selling Class Vehicles with the Idle Stop feature, without disclosing that  
18 defect to purchasers and lessees.

19 7. In fact, Honda has admitted the Idle Stop Defect in service records, TSBs,  
20 and service campaigns where it acknowledged that the “auto idle stop [may become]  
21 inoperative.”<sup>2</sup>

22 8. Despite admitting the Idle Stop Defect, Honda has issued inadequate  
23 repairs. First, Honda issued a software update that failed to fully remedy the Idle Stop  
24 Defect. Second, a Class member is not entitled to the starter – the ultimate and reliable  
25 fix – until they first have the software update completed and the problem then manifests  
26 again the field and ultimately “verified” by a dealer. But the Idle Stop Defect is

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27 <sup>2</sup> <https://static.nhtsa.gov/odi/tsbs/2018/MC-10142619-9999.pdf> (last visited June 17,  
28 2022).

1 intermittent and not always verifiable, thereby creating hurdles (often unsurpassable)  
2 for Class members to receive the ultimate fix.

3 9. Despite notice and knowledge of the Idle Stop Defect from the numerous  
4 consumer complaints it received, warranty claims and customer complaints submitted  
5 by dealers, pre-sale durability testing, National Highway Traffic Safety Administration  
6 (“NHTSA”) complaints, and its own internal records, Honda has not recalled the Class  
7 Vehicles to repair the Idle Stop Defect, offered its customers a complete and adequate  
8 repair or replacement free of charge, or compensated consumers for the diminished  
9 value caused by the Idle Stop Defect.

10 10. Each purchaser or lessee of a Class Vehicle unwittingly paid for a vehicle  
11 with an undisclosed and significant safety defect. Each of these purchasers and lessees  
12 were damaged in that they paid more for their Class Vehicles than they would have  
13 paid had they known about the Idle Stop Defect or in that they would not have  
14 purchased or leased their Class Vehicles at all had they been informed of the defect.

## 15 **II. JURISDICTION AND VENUE**

16 11. This Court has diversity jurisdiction over this action under 28 U.S.C. §§  
17 1332(a) and (d) because the amount in controversy for the Class exceeds \$5,000,000  
18 and Plaintiffs and one or more of the other Class members are citizens of a different  
19 state than Defendant.

20 12. This Court has personal jurisdiction over American Honda Motor  
21 Company, Inc. because it is a California corporation with its corporate headquarters  
22 located in this district.

23 13. This Court has personal jurisdiction over Honda Motor Company Ltd.  
24 because Honda Motor Company Ltd has purposefully availed itself of the privilege of  
25 doing business within California, including by marketing and selling the Class  
26 Vehicles, and exercising jurisdiction over Honda Motor Company Ltd. does not offend  
27 traditional notions of fair play and substantial justice.  
28

1 14. Venue is proper in this district under 28 U.S.C. § 1391 because American  
2 Honda Motor Company, Inc. resides within this district and a substantial part of the  
3 events and omission giving rise to Plaintiffs' claims occurred within this district.

### 4 **III. PARTIES**

#### 5 **A. PLAINTIFFS**

##### 6 **Florida**

7 15. Hamid Bolooki is domiciled in Miami, Florida.

8 16. Mr. Bolooki owns a 2016 Honda Pilot equipped with the Idle Stop feature.  
9 Mr. Bolooki purchased his Pilot new from Braman Honda in Miami, Florida in October  
10 2015.

11 17. Braman Honda is part of Honda's network of authorized dealers across  
12 the United States. Honda features Braman Honda on its website as an authorized Honda  
13 dealer, with links to lists of inventory of Honda vehicles.

14 18. A little more than two years after purchasing his Pilot, Mr. Bolooki's  
15 vehicle began stalling due to the Idle Stop Defect. When stopped, the Pilot's engine  
16 will shut off, and when the accelerator is pressed, the engine will not automatically  
17 restart, as is intended with the Idle Stop feature. Even by continually pressing the  
18 vehicle's start button, the vehicle will not immediately restart.

19 19. Mr. Bolooki and his family have experienced the Idle Stop Defect over  
20 twenty times.

21 20. The Idle Stop Defect has endangered Mr. Bolooki and his family. It has  
22 caused Mr. Bolooki and his family to be unexpectedly immobile in the middle of city  
23 traffic, with vehicles driving around their stranded automobile, making egress  
24 dangerous, if not impossible.

25 21. Mr. Bolooki has presented his vehicle for repair to Braman Honda in  
26 Miami, Florida. Braman informed Mr. Bolooki that Honda was aware of the Idle Stop  
27 Defect. The dealership, however, was unable to fix the problem. Mr. Bolooki's vehicle  
28

1 continues to suffer from the Idle Stop Defect.

2 22. Prior to purchasing his 2016 Pilot, Mr. Bolooki spoke with a sales  
3 representative at Braman Honda, saw commercials for the 2016 Pilot that promoted the  
4 vehicle's safety, and saw a Monroney sticker on the vehicle at the time of purchase.  
5 Honda did not disclose the Idle Stop Defect through any of these avenues.

6 23. Honda failed to disclose the Idle Stop Defect to Mr. Bolooki before he  
7 purchased his vehicle, despite Honda's knowledge of the defect, and Mr. Bolooki,  
8 therefore, purchased his Pilot with the incorrect understanding that it would be a safe  
9 and reliable vehicle.

10 24. Had Honda disclosed the Idle Stop Defect, Mr. Bolooki would not have  
11 purchased his 2016 Pilot, or certainly would have paid less for it.

12 25. The acts and omissions complained of herein rise to the level of separate  
13 and independent torts.

14 **Alabama**

15 26. Janice Stewart is domiciled in Guntersville, Alabama.

16 27. Ms. Stewart owns a 2018 Acura TLX equipped with the Idle Stop feature.  
17 Ms. Stewart purchased her TLX new from Jerry Damson Acura, now known as  
18 Shottenkirk Acura, in Huntsville, Alabama in May 2019.

19 28. Shottenkirk Acura, formerly known as Jerry Damson Acura, is part of  
20 Honda's network of authorized dealers across the United States. Honda features  
21 Shottenkirk Acura on its website as an authorized Honda dealer, with links to lists of  
22 inventory of Honda vehicles.

23 29. In September 2022, Ms. Stewart's vehicle began stalling due to the Idle  
24 Stop Defect. When stopped, the TLX's engine will shut off, and when the accelerator  
25 is pressed, the engine will not automatically restart, as is intended with the Idle Stop  
26 feature. Even by continually pressing the vehicle's start button, the vehicle will not  
27 immediately restart.

1        30. The Idle Stop Defect has endangered Ms. Stewart and her family. It has  
2 caused Ms. Stewart and her family to be unexpectedly immobile in the middle of city  
3 traffic, with vehicles driving around their stranded automobile, making egress  
4 dangerous, if not impossible.

5        31. Ms. Stewart has presented her vehicle for repair to Jerry Damson Acura  
6 in Huntsville, Alabama. However, the dealership told Ms. Stewart there was no recall  
7 for her vehicle and no repairs were performed. Ms. Stewart's vehicle continues to suffer  
8 from the Idle Stop Defect.

9        32. Prior to purchasing her TLX, Ms. Stewart spoke with a sales  
10 representative at Jerry Damson Acura, reviewed Acura's website and sales brochures  
11 for the 2018 TLX that promoted the vehicle's safety, and saw a Monroney sticker on  
12 the vehicle at the time of purchase. Honda did not disclose the Idle Stop Defect through  
13 any of these avenues.

14        33. Honda failed to disclose the Idle Stop Defect to Ms. Stewart before she  
15 purchased her vehicle, despite Honda's knowledge of the defect, and Ms. Stewart,  
16 therefore, purchased her TLX with the incorrect understanding that it would be a safe  
17 and reliable vehicle.

18        34. Had Honda disclosed the Idle Stop Defect, Ms. Stewart would not have  
19 purchased her 2018 TLX, or certainly would have paid less for it.

20        35. The acts and omissions complained of herein rise to the level of separate  
21 and independent torts.

22        **California**

23        36. Sirous Pourjafar is domiciled in Tarzana, California.

24        37. Mr. Pourjafar leased a 2021 Honda Pilot equipped with the Idle Stop  
25 feature. He leased his Pilot used from Hamer Honda in Reseda, California in or around  
26 April 2021.

27        38. Hamer Honda is part of Honda's network of authorized dealers across the  
28

1 United States. Honda features Hamer Honda on its website as an authorized Honda  
2 dealer, with links to lists of inventory of Honda vehicles.

3 39. In or around January 2022, Mr. Pourjafar's vehicle began stalling due to  
4 the Idle Stop Defect. When stopped, the Pilot's engine will shut off, and when the  
5 accelerator is pressed, the engine will not automatically restart, as is intended with the  
6 Idle Stop feature. Even by continually pressing the vehicle's start button, the vehicle  
7 will not immediately restart.

8 40. Mr. Pourjafar has experienced the defect at least six to seven times.

9 41. The Idle Stop defect has endangered Mr. Pourjafar. It has caused Mr.  
10 Pourjafar to be unexpectedly immobile in the middle of city traffic, with vehicles  
11 driving around him stranded automobile, making egress dangerous, if not impossible.

12 42. Mr. Pourjafar's vehicle continues to suffer from the Idle Stop Defect.

13 43. Honda failed to disclose the Idle Stop Defect to Mr. Pourjafar before he  
14 leased his vehicle despite Honda's knowledge of the defect, and Mr. Pourjafar therefore  
15 leased his Pilot with the incorrect understanding that it would be a safe and reliable  
16 vehicle.

17 44. Had Honda disclosed the Idle Stop Defect, Mr. Pourjafar would not have  
18 leased his Pilot or certainly would have paid less for it.

19 45. The acts and omissions complained of herein rise to the level of separate  
20 and independent torts.

21 46. Sean Crary is domiciled in Anaheim, California.

22 47. Mr. Crary leases a 2019 Honda Passport equipped with the Idle Stop  
23 feature. Mr. Crary leased his Passport new from Weir Canyon Honda in Anaheim,  
24 California in November 2018.

25 48. Weir Canyon Honda is part of Honda's network of authorized dealers  
26 across the United States. Honda features Weir Canyon Honda on its website as an  
27 authorized Honda dealer, with links to lists of inventory of Honda vehicles.  
28



1           49. In December 2022, Mr. Crary's vehicle began stalling due to the Idle Stop  
2 Defect. When stopped, the Passport's engine will shut off, and when the accelerator is  
3 pressed, the engine will not automatically restart, as is intended with the Idle Stop  
4 feature. Even by continually pressing the vehicle's start button, the vehicle will not  
5 immediately restart.

6           50. The Idle Stop Defect has endangered Mr. Crary and his family. It has  
7 caused Mr. Crary and his family to be unexpectedly immobile in the middle of city  
8 traffic, with vehicles driving around their stranded automobile, making egress  
9 dangerous, if not impossible.

10          51. Mr. Crary has presented his vehicle for repair multiple times to Weir  
11 Canyon Honda in Anaheim, California. However, the dealership could not replicate the  
12 failure mode and no repairs were performed. Mr. Crary's vehicle continues to suffer  
13 from the Idle Stop Defect.

14          52. Prior to leasing his Passport, Mr. Crary spoke with a sales representative  
15 at Weir Canyon Honda, saw commercials for the 2019 Passport that promoted the  
16 vehicle's safety, reviewed Honda's sales brochures and website for the 2019 Passport,  
17 and saw a Monroney sticker on the vehicle at the time of lease. Honda did not disclose  
18 the Idle Stop Defect through any of these avenues.

19          53. Honda failed to disclose the Idle Stop Defect to Mr. Crary before he leased  
20 his vehicle, despite Honda's knowledge of the defect, and Mr. Crary, therefore, leased  
21 his Passport with the incorrect understanding that it would be a safe and reliable  
22 vehicle.

23          54. Had Honda disclosed the Idle Stop Defect, Mr. Crary would not have  
24 leased his 2019 Passport, or certainly would have paid less for it.

25          55. The acts and omissions complained of herein rise to the level of separate  
26 and independent torts.

27           **Connecticut**

1           56. Kevin Bishop is domiciled in Glastonbury, Connecticut.

2           57. Mr. Bishop owns a 2017 Honda Pilot equipped with the Idle Stop feature.  
3 Mr. Bishop purchased his Pilot new from Manchester Honda in Manchester,  
4 Connecticut in December 2017.

5           58. Manchester Honda is part of Honda's network of authorized dealers across  
6 the United States. Honda features Manchester Honda on its website as an authorized  
7 Honda dealer, with links to lists of inventory of Honda vehicles.

8           59. In May 2022, Mr. Bishop's vehicle began stalling due to the Idle Stop  
9 Defect. When stopped, the Pilot's engine will shut off, and when the accelerator is  
10 pressed, the engine will not automatically restart, as is intended with the Idle Stop  
11 feature. Even by continually pressing the vehicle's start button, the vehicle will not  
12 immediately restart. At least on one occasion, on May 17, 2022, Mr. Bishop had to  
13 have the vehicle towed to Manchester Honda as a result of the Idle Stop Defect.

14           60. The Idle Stop Defect has endangered Mr. Bishop and his family. It has  
15 caused Mr. Bishop and his family to be unexpectedly immobile in the middle of city  
16 traffic, with vehicles driving around their stranded automobile, making egress  
17 dangerous, if not impossible.

18           61. Mr. Bishop has presented his vehicle for repair to Manchester Honda in  
19 Manchester, Connecticut. The dealership diagnosed and replaced the battery at Mr.  
20 Bishop's expense. Despite the repair, Mr. Bishop's vehicle continues to suffer from the  
21 Idle Stop Defect and, as a result, Mr. Bishop manually turns off the Idle Stop feature  
22 each time he starts his car.

23           62. Prior to purchasing his Pilot, Mr. Bishop spoke with a sales representative  
24 at Manchester Honda, saw commercials for the 2017 Pilot that promoted the vehicle's  
25 safety, reviewed Honda's sales brochures and website for the 2017 Pilot, and saw a  
26 Monroney sticker on the vehicle at the time of purchase. Honda did not disclose the  
27 Idle Stop Defect through any of these avenues.

28

1        63. Honda failed to disclose the Idle Stop Defect to Mr. Bishop before he  
2 purchased his vehicle, despite Honda's knowledge of the defect, and Mr. Bishop,  
3 therefore, purchased his Pilot with the incorrect understanding that it would be a safe  
4 and reliable vehicle.

5        64. Had Honda disclosed the Idle Stop Defect, Mr. Bishop would not have  
6 purchased his 2017 Pilot, or certainly would have paid less for it.

7        65. The acts and omissions complained of herein rise to the level of separate  
8 and independent torts.

9        **Delaware**

10       66. Liz Simpson is domiciled in Middletown, Delaware.

11       67. Ms. Simpson owns a 2016 Honda Pilot equipped with the Idle Stop  
12 feature. Ms. Simpson purchased her Pilot new from Martin Honda in Newark,  
13 Delaware in November 2016.

14       68. Martin Honda is part of Honda's network of authorized dealers across the  
15 United States. Honda features Martin Honda on its website as an authorized Honda  
16 dealer, with links to lists of inventory of Honda vehicles.

17       69. In October 2021, Ms. Simpson's vehicle began stalling due to the Idle  
18 Stop Defect. When stopped, the Pilot's engine will shut off, and when the accelerator  
19 is pressed, the engine will not automatically restart, as is intended with the Idle Stop  
20 feature. Even by continually pressing the vehicle's start button, the vehicle will not  
21 immediately restart.

22       70. The Idle Stop Defect has endangered Ms. Simpson and her family. It has  
23 caused Ms. Simpson and her family to be unexpectedly immobile in the middle of city  
24 traffic, with vehicles driving around their stranded automobile, making egress  
25 dangerous, if not impossible.

26       71. Ms. Simpson presented her vehicle for repair to Martin Honda in Newark,  
27 Delaware on April 28, 2022. The dealership diagnosed and replaced the start/stop  
28

1 switch; however, this repair did not resolve the Idle Stop Defect. On November 16,  
2 2022, Ms. Simpson presented her vehicle to Martin Honda for a second repair. Martin  
3 Honda diagnosed the battery needed replacement and installed a genuine Honda AGM  
4 battery. Ms. Simpson paid out of pocket for both repairs.

5 72. Prior to purchasing her Pilot, Ms. Simpson spoke with a sales  
6 representative at Martin Honda, saw commercials for the 2016 Pilot that promoted the  
7 vehicle's safety, and reviewed Honda's sales brochures and website for the 2016 Pilot.  
8 Honda did not disclose the Idle Stop Defect through any of these avenues.

9 73. Honda failed to disclose the Idle Stop Defect to Ms. Simpson before she  
10 purchased her vehicle, despite Honda's knowledge of the defect, and Ms. Simpson,  
11 therefore, purchased her Pilot with the incorrect understanding that it would be a safe  
12 and reliable vehicle.

13 74. Had Honda disclosed the Idle Stop Defect, Ms. Simpson would not have  
14 purchased her 2016 Pilot, or certainly would have paid less for it.

15 **Illinois**

16 75. Abby O'Neill is domiciled in Overland Park, Kansas.

17 76. Ms. O'Neill owns a 2018 Honda Pilot equipped with the Idle Stop feature.  
18 Ms. O'Neill purchased her Pilot used from Pilson Chrysler Dodge Jeep RAM Fiat in  
19 Mattoon, Illinois on or about May 20, 2022.

20 77. On or about August 18, 2022, Ms. O'Neill's vehicle began stalling due to  
21 the Idle Stop Defect. When stopped, the Pilot's engine will shut off, and when the  
22 accelerator is pressed, the engine will not automatically restart, as is intended with the  
23 Idle Stop feature. Even by continually pressing the vehicle's start button, the vehicle  
24 will not immediately restart.

25 78. The Idle Stop defect has endangered Ms. O'Neill. It has caused Ms.  
26 O'Neill to be unexpectedly immobile in the middle of city traffic, with vehicles driving  
27 around her stranded automobile, making egress dangerous, if not impossible.  
28

1 79. Ms. O'Neill's vehicle continues to suffer from the Idle Stop defect.

2 80. Prior to purchasing her 2018 Pilot, Ms. O'Neill spoke with a sales  
3 representative at the dealership, reviewed a sales brochure promoting the vehicle's  
4 safety and reliability, saw advertisements promoting the 2018 Pilot's safety and  
5 reliability, and reviewed information about the vehicle on Honda's website. Honda did  
6 not disclose the Idle Stop Defect through any of these avenues.

7 81. Honda failed to disclose the Idle Stop Defect to Ms. O'Neill before she  
8 purchased her vehicle, despite Honda's knowledge of the defect, and Ms. O'Neill  
9 therefore purchased her Honda Pilot with the incorrect understanding that it would be  
10 a safe and reliable vehicle.

11 82. Had Honda disclosed the Idle Stop Defect, Ms. O'Neill would not have  
12 purchased her 2018 Pilot or certainly would have paid less for it.

13 83. The acts and omissions complained of herein rise to the level of separate  
14 and independent torts.

15 **Indiana**

16 84. Jeff Kaminski is domiciled in St. John, Indiana.

17 85. Mr. Kaminski owns a 2016 Honda Pilot equipped with the Idle Stop  
18 feature. Mr. Kaminski purchased his Pilot new from Team Honda in Merrillville,  
19 Indiana in September 2015.

20 86. Team Honda is part of Honda's network of authorized dealers across the  
21 United States. Honda features Team Honda on its website as an authorized Honda  
22 dealer, with links to lists of inventory of Honda vehicles.

23 87. In 2017, Mr. Kaminski's vehicle began stalling due to the Idle Stop  
24 Defect. When stopped, the Pilot's engine will shut off, and when the accelerator is  
25 pressed, the engine will not automatically restart, as is intended with the Idle Stop  
26 feature. Even by continually pressing the vehicle's start button, the vehicle will not  
27 immediately restart.

28

1 88. The Idle Stop Defect has endangered Mr. Kaminski and his family. It has  
2 caused Mr. Kaminski and his family to be unexpectedly immobile in the middle of city  
3 traffic, with vehicles driving around their stranded automobile, making egress  
4 dangerous, if not impossible.

5 89. Mr. Kaminski has presented his vehicle for repair to Team Honda in  
6 Merrillville, Indiana. The dealership was unable to replicate the failure and no repairs  
7 were performed. Mr. Kaminski's vehicle continues to suffer from the Idle Stop Defect.

8 90. Prior to purchasing his Pilot, Mr. Kaminski spoke with a sales  
9 representative at Team Honda, saw commercials for the 2016 Pilot that promoted the  
10 vehicle's safety, reviewed Honda's sales brochures and website for the 2016 Pilot, and  
11 saw a Monroney sticker on the vehicle at the time of purchase. Honda did not disclose  
12 the Idle Stop Defect through any of these avenues.

13 91. Honda failed to disclose the Idle Stop Defect to Mr. Kaminski before he  
14 purchased his vehicle, despite Honda's knowledge of the defect, and Mr. Kaminski,  
15 therefore, purchased his Pilot with the incorrect understanding that it would be a safe  
16 and reliable vehicle.

17 92. Had Honda disclosed the Idle Stop Defect, Mr. Kaminski would not have  
18 purchased his 2016 Pilot, or certainly would have paid less for it.

19 93. The acts and omissions complained of herein rise to the level of separate  
20 and independent torts.

21 **Louisiana**

22 94. Antoinette Lanus is domiciled in Baton Rouge, Louisiana.

23 95. Ms. Lanus owns a 2017 Honda Pilot equipped with the Idle Stop feature.  
24 Ms. Lanus purchased her Pilot used from Ralph Sellers Chrysler Dodge Jeep RAM in  
25 Gonzales, Louisiana on or about August 25, 2021.

26 96. In June 2022, Ms. Lanus' vehicle began stalling due to the Idle Stop  
27 Defect. When stopped, the Pilot's engine will shut off, and when the accelerator is  
28

1 pressed, the engine will not automatically restart, as is intended with the Idle Stop  
2 feature. Even by continually pressing the vehicle's start button, the vehicle will not  
3 immediately restart.

4 97. The Idle Stop defect has endangered Ms. Lanus. It has caused Ms. Lanus  
5 to be unexpectedly immobile in the middle of city traffic, with vehicles driving around  
6 her stranded automobile, making egress dangerous, if not impossible.

7 98. Ms. Lanus has experienced the defect at least ten times.

8 99. Ms. Lanus' vehicle continues to suffer from the Idle Stop Defect.

9 100. Prior to purchasing her 2017 Pilot, Ms. Lanus spoke with a sales  
10 representative at the dealership and reviewed information about the vehicle on Honda's  
11 website. Honda did not disclose the Idle Stop Defect through any of these avenues.

12 101. Honda failed to disclose the Idle Stop Defect to Ms. Lanus before she  
13 purchased her vehicle, despite Honda's knowledge of the defect, and Ms. Lanus  
14 therefore purchased her Honda Pilot with the incorrect understanding that it would be  
15 a safe and reliable vehicle.

16 102. Had Honda disclosed the Idle Stop Defect, Ms. Lanus would not have  
17 purchased her 2017 Pilot or certainly would have paid less for it.

18 103. The acts and omissions complained of herein rise to the level of separate  
19 and independent torts.

20 **Maryland**

21 104. Devron Elliott is domiciled in Suitland, Maryland.

22 105. Mr. Elliott owns a 2016 Acura TLX equipped with the Idle Stop feature.  
23 Mr. Elliott purchased his TLX used from Acura of Ellicott City in Ellicott, Maryland  
24 in March 2019.

25 106. Acura of Ellicott City is part of Honda's network of authorized dealers  
26 across the United States. Honda features Acura of Ellicott City on its website as an  
27 authorized Honda dealer, with links to lists of inventory of Honda vehicles.



1           107. In April 2019, Mr. Elliott's vehicle began stalling due to the Idle Stop  
2 Defect. When stopped, the TLX's engine will shut off, and when the accelerator is  
3 pressed, the engine will not automatically restart, as is intended with the Idle Stop  
4 feature. Even by continually pressing the vehicle's start button, the vehicle will not  
5 immediately restart.

6           108. The Idle Stop defect has endangered Mr. Elliott. It has caused Mr. Elliott  
7 to be unexpectedly immobile in the middle of city traffic, with vehicles driving around  
8 her stranded automobile, making egress dangerous, if not impossible.

9           109. Mr. Elliott presented his vehicle for repair to Acura of Ellicott City in  
10 Ellicott, Maryland on two separate occasions. On May 8, 2020, Mr. Elliott presented  
11 his vehicle for repair to Acura of Laurel in Laurel, Maryland. Acura of Laurel  
12 diagnosed the battery needed replacement. The dealership replaced the battery at Mr.  
13 Elliot's expense, however, the replacement battery did not resolve the defect. On July  
14 7, 2022, Mr. Elliot presented his vehicle for repair to Pohanka Acura in Chantilly,  
15 Virginia, whereupon the dealership told Mr. Elliott that his vehicle needed another  
16 battery replacement as well as a software update. None of the repairs resolved the  
17 defect, and Mr. Elliott's vehicle continues to suffer from the Idle Stop Defect to this  
18 day.

19           110. Prior to purchasing his TLX, Mr. Elliott spoke with a sales representative  
20 at the dealership, saw advertisements for the 2016 TLX that promoted the vehicle's  
21 safety and reliability, and reviewed Honda's website for the 2016 Acura TLX at the  
22 time of purchase. Honda did not disclose the Idle Stop Defect through any of these  
23 avenues.

24           111. Honda failed to disclose the Idle Stop Defect to Mr. Elliott before he  
25 purchased his vehicle, despite Honda's knowledge of the defect, and Mr. Elliott  
26 therefore purchased his Acura TLX with the incorrect understanding that it would be a  
27 safe and reliable vehicle.



1 112. Had Honda disclosed the Idle Stop Defect, Mr. Elliott would not have  
2 purchased his TLX or certainly would have paid less for it.

3 113. The acts and omissions complained of herein rise to the level of separate  
4 and independent torts.

5 **New Hampshire**

6 114. Brandon Derry is domiciled in Newmarket, New Hampshire.

7 115. Mr. Derry owns a 2016 Honda Pilot equipped with the Idle Stop feature.  
8 Mr. Derry purchased his Pilot new from Honda Barn in Stratham, New Hampshire in  
9 December 2015.

10 116. Honda Barn is part of Honda's network of authorized dealers across the  
11 United States. Honda features Honda Barn on its website as an authorized Honda  
12 dealer, with links to lists of inventory of Honda vehicles.

13 117. In 2016, Mr. Derry's vehicle began stalling due to the Idle Stop Defect.  
14 When stopped, the Pilot's engine will shut off, and when the accelerator is pressed, the  
15 engine will not automatically restart, as is intended with the Idle Stop feature. Even by  
16 continually pressing the vehicle's start button, the vehicle will not immediately restart.

17 118. The Idle Stop Defect has endangered Mr. Derry and his family. It has  
18 caused Mr. Derry and his family to be unexpectedly immobile in the middle of city  
19 traffic, with vehicles driving around their stranded automobile, making egress  
20 dangerous, if not impossible.

21 119. Mr. Derry has presented his vehicle for repair to Honda Barn in Stratham,  
22 New Hampshire. The dealership was unable to replicate the failure and no repairs were  
23 performed. Mr. Derry's vehicle continues to suffer from the Idle Stop Defect.

24 120. Prior to purchasing his Pilot, Mr. Derry spoke with a sales representative  
25 at David Honda, saw commercials for the 2016 Pilot that promoted the vehicle's safety,  
26 reviewed Honda's sales brochures and website for the 2016 Pilot, and saw a Monroney  
27 sticker on the vehicle at the time of purchase. Honda did not disclose the Idle Stop  
28

1 Defect through any of these avenues.

2 121. Honda failed to disclose the Idle Stop Defect to Mr. Derry before he  
3 purchased his vehicle, despite Honda's knowledge of the defect, and Mr. Derry,  
4 therefore, purchased his Pilot with the incorrect understanding that it would be a safe  
5 and reliable vehicle.

6 122. Had Honda disclosed the Idle Stop Defect, Mr. Derry would not have  
7 purchased his 2016 Pilot, or certainly would have paid less for it.

8 123. The acts and omissions complained of herein rise to the level of separate  
9 and independent torts.

10 **New Jersey**

11 124. Malik Barrett is domiciled in Orange, New Jersey.

12 125. Mr. Barrett owns a 2019 Acura TLX equipped with the Idle Stop feature.  
13 Mr. Barrett purchased his TLX used from Bridgewater Acura in Bridgewater, New  
14 Jersey on or about June 25, 2021.

15 126. Bridgewater Acura is part of Honda's network of authorized dealers  
16 across the United States. Honda features Bridgewater Acura on its website as an  
17 authorized Honda dealer, with links to lists of inventory of Honda vehicles.

18 127. Almost immediately after he purchased the TLX, Mr. Barrett's vehicle  
19 began stalling due to the Idle Stop Defect. When stopped, the TLX's engine will shut  
20 off, and when the accelerator is pressed, the engine will not automatically restart, as is  
21 intended with the Idle Stop feature. Even by continually pressing the vehicle's start  
22 button, the vehicle will not immediately restart.

23 128. Mr. Barrett has experienced the defect dozens of times.

24 129. The Idle Stop defect has endangered Mr. Barrett. It has caused Mr. Barrett  
25 to be unexpectedly immobile in the middle of city traffic, with vehicles driving around  
26 her stranded automobile, making egress dangerous, if not impossible.

27 130. Mr. Barrett presented his TLX to DCH Montclair Acura in Verona, New  
28

1 Jersey for repair. However, the dealer was unable to fix the vehicle. Mr. Barrett's  
2 vehicle continues to suffer from the Idle Stop defect.

3 131. Prior to purchasing his TLX, Mr. Barrett spoke with a sales representative  
4 at the dealership and saw a Monroney sticker on the vehicle at the time of purchase.  
5 Honda did not disclose the Idle Stop Defect through any of these avenues.

6 132. Honda failed to disclose the Idle Stop Defect to Mr. Barrett before he  
7 purchased his vehicle, despite Honda's knowledge of the defect, and Mr. Barrett  
8 therefore purchased his Acura TLX with the incorrect understanding that it would be a  
9 safe and reliable vehicle.

10 133. Had Honda disclosed the Idle Stop Defect, Mr. Barrett would not have  
11 purchased his TLX or certainly would have paid less for it.

12 134. The acts and omissions complained of herein rise to the level of separate  
13 and independent torts.

14 **New York**

15 135. Ali Qureshi is domiciled in Attleboro, Massachusetts.

16 136. Mr. Qureshi owns a 2016 Acura MDX equipped with the Idle Stop feature.  
17 Mr. Qureshi purchased his MDX used from Mercedes-Benz of Orange County in  
18 Harriman, New York on or about December 27, 2019.

19 137. On or about July 15, 2020, Mr. Qureshi's vehicle began stalling due to the  
20 Idle Stop Defect. When stopped, the MDX's engine will shut off, and when the  
21 accelerator is pressed, the engine will not automatically restart, as is intended with the  
22 Idle Stop feature. Even by continually pressing the vehicle's start button, the vehicle  
23 will not immediately restart.

24 138. The Idle Stop Defect has endangered Mr. Qureshi. It has caused Mr.  
25 Qureshi to be unexpectedly immobile in the middle of city traffic, with vehicles driving  
26 around her stranded automobile, making egress dangerous, if not impossible.

27 139. Mr. Qureshi's vehicle continues to suffer from the Idle Stop Defect.  
28

1 140. Prior to purchasing his MDX, Mr. Qureshi performed online research on  
2 the vehicle, spoke with a sales representative at the dealership, and saw a Monroney  
3 sticker on the vehicle at the time of purchase. Honda did not disclose the Idle Stop  
4 Defect through any of these avenues.

5 141. Honda failed to disclose the Idle Stop Defect to Mr. Qureshi before he  
6 purchased his vehicle, despite Honda's knowledge of the defect, and Mr. Qureshi  
7 therefore purchased his Acura MDX with the incorrect understanding that it would be  
8 a safe and reliable vehicle.

9 142. Had Honda disclosed the Idle Stop Defect, Mr. Qureshi would not have  
10 purchased his MDX or certainly would have paid less for it.

11 143. The acts and omissions complained of herein rise to the level of separate  
12 and independent torts.

13 **Ohio**

14 144. Drew Taranto is domiciled in Columbus, Ohio.

15 145. Mr. Taranto owns a 2019 Honda Odyssey equipped with the Idle Stop  
16 feature. Mr. Taranto purchased his Odyssey new from Lindsay Honda in Columbus,  
17 Ohio on or about December 31, 2019.

18 146. Lindsay Honda is part of Honda's network of authorized dealers across  
19 the United States. Honda features Lindsay Honda on its website as an authorized Honda  
20 dealer, with links to lists of inventory of Honda vehicles.

21 147. In the summer of 2021, Mr. Taranto's vehicle began stalling due to the  
22 Idle Stop Defect. When stopped, the Odyssey's engine will shut off, and when the  
23 accelerator is pressed, the engine will not automatically restart, as is intended with the  
24 Idle Stop feature. Even by continually pressing the vehicle's start button, the vehicle  
25 will not immediately restart.

26 148. Mr. Taranto has experienced the defect at least three to four times.

27 149. The Idle Stop defect has endangered Mr. Taranto and his family. It has  
28

1 caused Mr. Taranto and his family to be unexpectedly immobile in the middle of city  
2 traffic, with vehicles driving around their stranded automobile, making egress  
3 dangerous, if not impossible.

4 150. Mr. Taranto has presented his vehicle for repair to Roush Honda in  
5 Westerville, Ohio. The dealership was unable to replicate (and therefore unable to fix)  
6 the problem. Mr. Taranto's vehicle continues to suffer from the Idle Stop Defect.

7 151. Prior to purchasing his 2019 Odyssey, Mr. Taranto spoke with a sales  
8 representative at Lindsay Honda, saw commercials for the 2019 Odyssey that promoted  
9 the vehicle's safety, reviewed a sales brochure that promoted the vehicle's safety, and  
10 saw a Monroney sticker on the vehicle at the time of purchase. Honda did not disclose  
11 the Idle Stop Defect through any of these avenues.

12 152. Honda failed to disclose the Idle Stop Defect to Mr. Taranto before he  
13 purchased his vehicle, despite Honda's knowledge of the defect, and Mr. Taranto  
14 therefore purchased her Honda Odyssey with the incorrect understanding that it would  
15 be a safe and reliable vehicle.

16 153. Had Honda disclosed the Idle Stop Defect, Mr. Taranto would not have  
17 purchased his 2019 Odyssey or certainly would have paid less for it.

18 154. The acts and omissions complained of herein rise to the level of separate  
19 and independent torts.

20 155. Etinosa O'Basuyi is domiciled in Miamisburg, Ohio.

21 156. Ms. O'Basuyi owns a 2018 Honda Odyssey equipped with the Idle Stop  
22 feature. Ms. O'Basuyi purchased her Odyssey used from Melnik's Automotive in  
23 Berea, Ohio in August 2019.

24 157. Immediately after purchasing her Odyssey, Ms. O'Basuyi's vehicle began  
25 stalling due to the Idle Stop Defect. When stopped, the Odyssey's engine will shut off,  
26 and when the accelerator is pressed, the engine will not automatically restart, as is  
27 intended with the Idle Stop feature. Even by continually pressing the vehicle's start  
28

1 button, the vehicle will not immediately restart.

2 158. The Idle Stop Defect has endangered Ms. O'Basuyi and her family. It has  
3 caused Ms. O'Basuyi and her family to be unexpectedly immobile in the middle of city  
4 traffic, with vehicles driving around their stranded automobile, making egress  
5 dangerous, if not impossible.

6 159. Ms. O'Basuyi's vehicle continues to suffer from the Idle Stop Defect.

7 160. Prior to purchasing her Odyssey, Ms. O'Basuyi spoke with a sales  
8 representative, saw commercials for the 2018 Odyssey that promoted the vehicle's  
9 safety, reviewed Honda's sales brochures and website for the 2018 Odyssey, and saw  
10 a Monroney sticker on the vehicle at the time of purchase. Honda did not disclose the  
11 Idle Stop Defect through any of these avenues.

12 161. Honda failed to disclose the Idle Stop Defect to Ms. O'Basuyi before she  
13 purchased her vehicle, despite Honda's knowledge of the defect, and Ms. O'Basuyi,  
14 therefore, purchased her Odyssey with the incorrect understanding that it would be a  
15 safe and reliable vehicle.

16 162. Had Honda disclosed the Idle Stop Defect, Ms. O'Basuyi would not have  
17 purchased her 2018 Odyssey, or certainly would have paid less for it.

18 163. The acts and omissions complained of herein rise to the level of separate  
19 and independent torts.

20 **Pennsylvania**

21 164. Daniel Rock is domiciled in Pittsburgh, Pennsylvania.

22 165. Mr. Rock owns a 2017 Honda Pilot equipped with the Idle Stop feature.  
23 Mr. Rock purchased his Pilot new from Washington Honda in Washington,  
24 Pennsylvania in February 2017.

25 166. Washington Honda is part of Honda's network of authorized dealers  
26 across the United States. Honda features Washington Honda on its website as an  
27 authorized Honda dealer, with links to lists of inventory of Honda vehicles.

1 167. In or around February 2020, Mr. Rock's vehicle began stalling due to the  
2 Idle Stop Defect. When stopped, the Pilot's engine will shut off, and when the  
3 accelerator is pressed, the engine will not automatically restart, as is intended with the  
4 Idle Stop feature. Even by continually pressing the vehicle's start button, the vehicle  
5 will not automatically restart.

6 168. Mr. Rock and his family have experienced the Idle Stop Defect more than  
7 20 times.

8 169. The Idle Stop Defect has endangered Mr. Rock and his family. It has  
9 caused Mr. Rock and his family to be unexpectedly immobile in the middle of city  
10 traffic, with vehicles driving around their stranded automobile, making egress  
11 dangerous, if not impossible.

12 170. Mr. Rock has presented his vehicle for repair to Valley Honda in  
13 Monroeville, Pennsylvania. The dealership however was unable to fix the problem. Mr.  
14 Rock's vehicle continues to suffer from the Idle Stop Defect.

15 171. Prior to purchasing the 2017 Pilot, Mr. Rock spoke with sales  
16 representatives from Washington Honda, saw commercials for the 2017 Pilot that  
17 promoted the vehicle's safety and reliability, and saw a Monroney sticker on the side  
18 of the vehicle at the time of purchase. Honda did not disclose the Idle Stop Defect  
19 through any of those avenues.

20 172. Honda failed to disclose the Idle Stop Defect to Mr. Rock before he  
21 purchased the vehicle, despite Honda's knowledge of the defect, and Mr. Rock,  
22 therefore, purchased his Pilot with the incorrect understanding that it would be a safe  
23 and reliable vehicle.

24 173. Had Honda disclosed the Idle Stop Defect, Mr. Rock would not have  
25 purchased his 2017 Pilot, or certainly would have paid less for it.

26 174. The acts and omissions complained of herein rise to the level of separate  
27 and independent torts.  
28



1        **Rhode Island**

2        175. Latasha Ransome is domiciled in Hamden, Connecticut.

3        176. Ms. Ransome owns a 2019 Acura MDX equipped with the Idle Stop  
4 feature. Ms. Ransome purchased her MDX used from Speedcraft Acura in West  
5 Warwick, Rhode Island on or about January 15, 2022.

6        177. Speedcraft Acura is part of Honda's network of authorized dealers across  
7 the United States. Honda features Speedcraft Acura on its website as an authorized  
8 Honda dealer, with links to lists of inventory of Honda vehicles.

9        178. In March 2022, Ms. Ransome's vehicle began stalling due to the Idle Stop  
10 Defect. When stopped, the MDX's engine will shut off, and when the accelerator is  
11 pressed, the engine will not automatically restart, as is intended with the Idle Stop  
12 feature. Even by continually pressing the vehicle's start button, the vehicle will not  
13 immediately restart.

14        179. Ms. Ransome has experienced the defect over a dozen times—most  
15 recently in September 2022.

16        180. The Idle Stop defect has endangered Ms. Ransome. It has caused Ms.  
17 Ransome to be unexpectedly immobile in the middle of city traffic, with vehicles  
18 driving around her stranded automobile, making egress dangerous, if not impossible.

19        181. Ms. Ransome's vehicle continues to suffer from the Idle Stop defect.

20        182. Prior to purchasing her 2019 MDX, Ms. Ransome spoke with a sales  
21 representative at the dealership, reviewed information about the vehicle on Honda's  
22 website, and saw a Monroney sticker on the vehicle at the time of purchase. Honda did  
23 not disclose the Idle Stop Defect through any of these avenues.

24        183. Honda failed to disclose the Idle Stop Defect to Ms. Ransome before she  
25 purchased her vehicle, despite Honda's knowledge of the defect, and Ms. Ransome  
26 therefore purchased her Acura MDX with the incorrect understanding that it would be  
27 a safe and reliable vehicle.



1 184. Had Honda disclosed the Idle Stop Defect, Ms. Ransome would not have  
2 purchased her 2019 MDX or certainly would have paid less for it.

3 185. The acts and omissions complained of herein rise to the level of separate  
4 and independent torts.

5 **Texas**

6 186. Sharon Marie Johnson is domiciled in Spring, Texas.

7 187. Ms. Johnson owns a 2019 Honda Passport equipped with the Idle Stop  
8 feature. Ms. Johnson purchased her Honda Passport used from Honda Cars of Katy in  
9 Katy, Texas on or about May 15, 2021.

10 188. Honda Cars of Katy is part of Honda's network of authorized dealers  
11 across the United States. Honda features Honda Cars of Katy on its website as an  
12 authorized Honda dealer, with links to lists of inventory of Honda vehicles.

13 189. A few months after she purchased her Passport, Ms. Johnson's vehicle  
14 began stalling due to the Idle Stop Defect. When stopped, the Passport's engine will  
15 shut off, and when the accelerator is pressed, the engine will not automatically restart,  
16 as is intended with the Idle Stop feature. Even by continually pressing the vehicle's  
17 start button, the vehicle will not immediately restart.

18 190. Ms. Johnson has experienced the defect several times.

19 191. The Idle Stop Defect has endangered Ms. Johnson. It has caused Ms.  
20 Johnson to be unexpectedly immobile at intersections, with vehicles driving around her  
21 stranded automobile, making egress dangerous, if not impossible.

22 192. Ms. Johnson's vehicle continues to suffer from the Idle Stop Defect.

23 193. Prior to purchasing her Passport, Ms. Johnson spoke with a sales  
24 representative at the dealership and saw a Monroney sticker on the vehicle at the time  
25 of purchase. Honda did not disclose the Idle Stop Defect through any of these avenues.

26 194. Honda failed to disclose the Idle Stop Defect to Ms. Johnson before she  
27 purchased her vehicle, despite Honda's knowledge of the defect, and Ms. Johnson  
28

1 therefore purchased her Honda Passport with the incorrect understanding that it would  
2 be a safe and reliable vehicle.

3 195. Had Honda disclosed the Idle Stop Defect, Ms. Johnson would not have  
4 purchased her Passport or certainly would have paid less for it.

5 196. The acts and omissions complained of herein rise to the level of separate  
6 and independent torts.

7 197. Sadia Durrani is domiciled in McKinney, Texas.

8 198. Ms. Durrani owns a 2020 Honda Pilot equipped with the Idle Stop feature.  
9 Ms. Durrani purchased her Pilot new from David Honda in Frisco, Texas on November  
10 20, 2019.

11 199. David Honda is part of Honda's network of authorized dealers across the  
12 United States. Honda features David Honda on its website as an authorized Honda  
13 dealer, with links to lists of inventory of Honda vehicles.

14 200. With less than 100 miles on the odometer, Ms. Durrani's vehicle began  
15 stalling due to the Idle Stop Defect. When stopped, the Pilot's engine will shut off, and  
16 when the accelerator is pressed, the engine will not automatically restart, as is intended  
17 with the Idle Stop feature. Even by continually pressing the vehicle's start button, the  
18 vehicle will not immediately restart.

19 201. The Idle Stop Defect has endangered Ms. Durrani and her family. It has  
20 caused Ms. Durrani and her family to be unexpectedly immobile in the middle of city  
21 traffic, with vehicles driving around their stranded automobile, making egress  
22 dangerous, if not impossible.

23 202. Ms. Durrani has presented her vehicle for repair to David Honda in Frisco,  
24 Texas. The dealership was unable to replicate the failure and no repairs were  
25 performed. Ms. Durrani's vehicle continues to suffer from the Idle Stop Defect.

26 203. Prior to purchasing her Pilot, Ms. Durrani spoke with a sales  
27 representative at David Honda, saw commercials for the 2020 Pilot that promoted the  
28

1 vehicle's safety, reviewed Honda's sales brochures and website for the 2020 Pilot, and  
2 saw a Monroney sticker on the vehicle at the time of purchase. Honda did not disclose  
3 the Idle Stop Defect through any of these avenues.

4 204. Honda failed to disclose the Idle Stop Defect to Ms. Durrani before she  
5 purchased her vehicle, despite Honda's knowledge of the defect, and Ms. Durrani,  
6 therefore, purchased her Pilot with the incorrect understanding that it would be a safe  
7 and reliable vehicle.

8 205. Had Honda disclosed the Idle Stop Defect, Ms. Durrani would not have  
9 purchased her 2020 Pilot, or certainly would have paid less for it.

10 206. The acts and omissions complained of herein rise to the level of separate  
11 and independent torts.

12 **Virginia**

13 207. Marilyn Thomas is domiciled in Painter, Virginia.

14 208. Ms. Thomas owns a 2019 Honda Pilot equipped with the Idle Stop feature.  
15 Ms. Thomas purchased her Pilot new from Priority Honda, in Chesapeake, Virginia in  
16 2019.

17 209. Priority Honda is part of Honda's network of authorized dealers across the  
18 United States. Honda features Priority Honda on its website as an authorized Honda  
19 dealer, with links to lists of inventory of Honda vehicles.

20 210. Immediately after purchasing her Honda Pilot, Ms. Thomas's vehicle  
21 began stalling due to the Idle Stop Defect. When stopped, the Pilot's engine will shut  
22 off, and when the accelerator is pressed, the engine will not automatically restart or  
23 accelerate, as is intended with the Idle Stop feature. Even by continually pressing the  
24 vehicle's start button, the vehicle will not automatically restart.

25 211. Ms. Thomas has experienced the Idle Stop Defect more than 15 times  
26 since the purchase of the automobile.

27 212. The Idle Stop Defect has endangered Ms. Thomas. It has caused Ms.  
28

1 Thomas to be unexpectedly immobile in the middle of city traffic, with vehicles driving  
2 around her stranded automobile, making egress dangerous, if not impossible.

3 213. Ms. Thomas' vehicle suffers from the Idle Stop Defect to this day.

4 214. Prior to purchasing the 2019 Honda Pilot, Ms. Thomas spoke with sales  
5 representatives from Honda, saw commercials for the 2019 Honda Pilot that promoted  
6 the vehicle's safety, and saw a Monroney sticker on the side of the vehicle at the time  
7 of purchase. Honda did not disclose the Idle Stop Defect through any of those avenues.

8 215. Honda failed to disclose the Idle Stop Defect to Ms. Thomas before she  
9 purchased the vehicle, despite Honda's knowledge of the defect, and Ms. Thomas,  
10 therefore, purchased her Pilot with the incorrect understanding that it would be a safe  
11 and reliable vehicle.

12 216. Had Honda disclosed the Idle Stop Defect, Ms. Thomas would not have  
13 purchased her 2019 Honda Pilot, or certainly would have paid less for it.

14 217. The acts and omissions complained of herein rise to the level of separate  
15 and independent torts.

16 218. Melissa Howell is domiciled in Chesapeake, Virginia.

17 219. Ms. Howell owns a 2019 Honda Pilot equipped with the Idle Stop feature.  
18 Ms. Howell purchased her Pilot new from Checkered Flag Honda in Virginia Beach,  
19 Virginia in March 2019.

20 220. Checker Flag Honda is part of Honda's network of authorized dealers  
21 across the United States. Honda features Checkered Flag Honda on its website as an  
22 authorized Honda dealer, with links to lists of inventory of Honda vehicles.

23 221. Since the time of purchase, and with recent frequency, Ms. Howell's  
24 vehicle began stalling due to the Idle Stop Defect. When stopped, the Pilot's engine  
25 will shut off, and when the accelerator is pressed, the engine will not automatically  
26 restart, as is intended with the Idle Stop feature. Even by continually pressing the  
27 vehicle's start button, the vehicle will not automatically restart.

1        222. The Idle Stop Defect has endangered Ms. Howell and his family. It has  
2 caused Ms. Howell and her family to be unexpectedly immobile in the middle of city  
3 traffic, with vehicles driving around their stranded automobile, making egress  
4 dangerous, if not impossible.

5        223. Ms. Howell has presented her vehicle for repair to Checkered Flag Honda  
6 in Virginia Beach, Virginia. The dealership performed a software update on her  
7 vehicle, however, Ms. Howell's vehicle continues to suffer from the Idle Stop Defect.

8        224. Prior to purchasing the 2019 Pilot, Ms. Howell spoke with sales  
9 representatives from Checkered Flag Honda, saw commercials for the 2019 Pilot that  
10 promoted the vehicle's safety and reliability, and saw a Monroney sticker on the side  
11 of the vehicle at the time of purchase. Honda did not disclose the Idle Stop Defect  
12 through any of those avenues.

13        225. Honda failed to disclose the Idle Stop Defect to Ms. Howell before she  
14 purchased the vehicle, despite Honda's knowledge of the defect, and Ms. Howell,  
15 therefore, purchased her Pilot with the incorrect understanding that it would be a safe  
16 and reliable vehicle.

17        226. Had Honda disclosed the Idle Stop Defect, Ms. Howell would not have  
18 purchased her 2019 Pilot, or certainly would have paid less for it.

19        227. The acts and omissions complained of herein rise to the level of separate  
20 and independent torts.

21        **Washington**

22        228. David Jew is domiciled in Washington.

23        229. Mr. Jew owns a 2016 Honda Pilot Elite equipped with the Idle Stop  
24 feature. Mr. Jew purchased his Pilot new from Lynnwood Honda in Edmonds,  
25 Washington in April 2016.

26        230. Lynnwood Honda is part of Honda's network of authorized dealers across  
27 the United States. Honda features Lynnwood Honda on its website as an authorized  
28

1 Honda dealer, with links to lists of inventory of Honda vehicles.

2 231. Mr. Jew's vehicle began stalling due to the Idle Stop Defect. When  
3 stopped, the Pilot's engine will shut off, and when the accelerator is pressed, the engine  
4 will not automatically restart, as is intended with the Idle Stop feature. Even by  
5 continually pressing the vehicle's start button, the vehicle will not automatically restart.

6 232. Mr. Jew and his family have experienced the Idle Stop Defect several  
7 times.

8 233. The Idle Stop Defect has endangered Mr. Jew and his family. It has caused  
9 Mr. Jew and his family to be unexpectedly immobile in the middle of city traffic, with  
10 vehicles driving around their stranded automobile, making egress dangerous, if not  
11 impossible.

12 234. Mr. Jew has presented his vehicle for repair to Lynwood Honda in  
13 Edmonds, Washington on two occasions. The dealership however was unable to  
14 duplicate the failure and, therefore, no repairs were mad. Mr. Jew's vehicle continues  
15 to suffer from the Idle Stop Defect.

16 235. Prior to purchasing the 2016 Pilot, Mr. Jew spoke with sales  
17 representatives from Lynnwood Honda, saw commercials for the 2016 Pilot that  
18 promoted the vehicle's safety and reliability, and saw a Monroney sticker on the side  
19 of the vehicle at the time of purchase. Honda did not disclose the Idle Stop Defect  
20 through any of those avenues.

21 236. Honda failed to disclose the Idle Stop Defect to Mr. Jew before he  
22 purchased the vehicle, despite Honda's knowledge of the defect, and Mr. Jew,  
23 therefore, purchased his Pilot with the incorrect understanding that it would be a safe  
24 and reliable vehicle.

25 237. Had Honda disclosed the Idle Stop Defect, Mr. Jew would not have  
26 purchased his 2016 Pilot, or certainly would have paid less for it.

27 238. The acts and omissions complained of herein rise to the level of separate  
28

1 and independent torts.

2 **B. DEFENDANT**

3 **1. Honda Motor Company, Ltd.**

4 239. Honda Motor Company, Ltd. (“HML”) is a Japanese corporation, with its  
5 principal place of business at 2-1-1, Minami-Aoyama Minato-Ku, 107-8556 Japan, and  
6 the parent of Defendant American Honda Motor Company, Inc.

7 240. HML through its various entities (including American Honda Motor  
8 Company), designs, manufacturers, markets, distributes, and sells Honda automobiles  
9 across the United States.

10 **2. American Honda Motor Company, Inc.**

11 241. Defendant American Honda Motor Company, Inc. (“HMA”) is a  
12 California corporation with its principal place of business in Torrance, California.

13 242. HMA is the United States sales and marketing subsidiary of, and is wholly  
14 owned by, HML, and is responsible for distributing, marketing, selling, and servicing  
15 Honda vehicles in the United States.

16 **3. Acura**

17 243. Acura is a brand and/or division of HML and/or HMA. HML and HMA  
18 employ engineering, legal, compliance, marketing, sales, and regulatory personnel to  
19 make decisions regarding Acura vehicles. These employees, on behalf or by way of  
20 HML and HMA, ultimately made or ratified the decisions that allowed the subject  
21 Acura vehicles to be fraudulently designed, manufactured, marketed, and sold. HML  
22 and HMA sell, lease, and service Acura-branded vehicles through its authorized Acura  
23 dealerships.

24 **IV. FACTUAL ALLEGATIONS**

25 244. Each of the Class Vehicles are equipped with the Idle Stop feature.

26 245. The Idle Stop feature is automatically activated whenever the Class  
27 Vehicles are turned on. In other words, it is not a feature that Class Vehicle drivers  
28



1 choose to activate; rather, it turns on by default.

2       246. The Idle Stop feature can be temporarily deactivated by the user, but since  
3 the feature automatically reactivates with each ignition cycle, it must be manually  
4 deactivated upon each use.

5       247. When operating as intended, the Idle Stop feature automatically shuts off  
6 a vehicle's engine when the vehicle is stopped and idled, such as at a stop light, and  
7 automatically restarts the engine when the brake pedal is released.

8       248. According to Honda, the Idle Stop feature is intended to help maximize  
9 fuel economy.

10       249. But what Honda fails to inform consumers—and *what it has never*  
11 *informed consumers*—is that Idle Stop feature poses a significant safety risk in the  
12 Class Vehicles.

13       250. The Idle Stop Defect causes the Class Vehicle's engines not to restart  
14 when the vehicles' brake pedals are released. Rather than automatically restarting, as  
15 intended, the Idle Stop Defect causes the Class Vehicles to become temporarily  
16 disabled and inoperable. The vehicles must be completely shut off and restarted to  
17 again become drivable, often not restarting for minutes and sometimes requiring to be  
18 jump started.

19       251. Honda released several different TSB variants which identify an array of  
20 potential countermeasures. One countermeasure is a software update to the PGM-FI  
21 Software that “will decrease the Idle Stop operating range.”<sup>3</sup> This countermeasure  
22 effectively disables the idle stop feature under certain conditions, rendering the feature  
23 useless. Another countermeasure is an instruction to technicians to adjust the overhead  
24 valves and replace the starter and starter relay.<sup>4</sup> The below chart lists Honda's TSBs,  
25 to date. Honda included these specific vehicles because the relevant parts, components,

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26 <sup>3</sup> TSB 23-001.

27 <sup>4</sup> TSB 23-002.



and systems are substantially similar in design and/or manufactured from the same lots.

TSB	Release Date	Vehicles	Remedy
22-008	March 30, 2022	2015-2020 Acura TLX	PGM-Fi Software Update
23-001	January 6, 2023	2016-2020 Acura MDX	PGM-Fi Software Update
23-002	January 6, 2023	2016-2020 Acura MDX	Valve adjustment and then starter replacement
23-008	January 6, 2023	2019-2022 Honda Passport, 2016-2022 Honda Pilot, 2020-2023 Honda Ridgeline	PGM-Fi Software Update
23-010	January 6, 2023	2019-2022 Honda Passport, 2016-2022 Honda Pilot, 2020-2023 Honda Ridgeline	Valve adjustment and then starter replacement

252. Based on the following sampling of complaints submitted to NHTSA, Honda's countermeasures are inadequate because the TSB repairs fail to remedy the Idle Stop Defect:<sup>5</sup>

Auto idle stop randomly fails to restart engine when attempting to accelerate from stop. After coming to a stop and the idle stop feature engages, the vehicle may not restart. While in heavy traffic on interstates the failure to restart creates panic. Car stalls to neutral. Car must be turned off and restarted and then shifted to drive in order to accelerate. Same at traffic lights, or turn lanes, on hills, a sudden shut down requiring a complete restart. There are several steps required to get the vehicle to restart. This takes several seconds (enough time that traffic lights cycle). This results in following vehicles attempting to pass if a lane is available, angry motorists, and panicked driver. Car has been inspected by dealer but there is no fix for the problem. There are no warning lights or indicators

<sup>5</sup> All typographical and grammatical errors in the NHTSA complaints are original.

1 that the system will or is about to fail. The problem apparently does not  
2 create any kind of "code" in the system. The only solution is to turn the  
3 system off each and every time you start the vehicle. The system cannot  
4 be legally disabled and by default it is always on when vehicle is started.  
5 This problem began approximately 18 months ago when the vehicle had  
6 @ 90k miles. Honda recently announced a software update and a warranty  
7 extension regarding the problem. The software update has been completed  
8 on the vehicle. However the problem continues. Honda's apparent  
9 solution is to extend the warranty on the parts involved - the starter, or  
10 starter relays, or adjust the valves on the engine. But there is no "fix" for  
11 the problem. We are told to simply "continue to monitor".<sup>6</sup>

12 The autostop feature on the car fails to restart the engine. The car  
13 completely shuts down and all electrical is dead. This has happened  
14 multiple times over the course of many years. Often it takes multiple  
15 attempts to restart the vehicle while sitting in dangerous traffic situations  
16 (e.g. highway, nighttime with no lights). This is a significant safety issue.  
17 Honda has failed to fix the problem despite a new ignition switch and new  
18 battery. They don't seem to know how to fix it.<sup>7</sup>

19 The contact owns a 2017 Honda Pilot. The contact stated while making a  
20 stop, the vehicle stalled without warning. The contact was able to restart  
21 the vehicle. The dealer was contacted, and the dealer confirmed being  
22 aware of the failure; however, there was no fix for the failure. The  
23 manufacturer was not contacted. The failure mileage was 40,000.<sup>8</sup>

24 Vehicle's start/stop system continuously failing. Vehicle will "stop" or  
25 shut off at intersection as intended, but then fails to restart, leaving my  
26 family stranded in the middle of traffic. This obviously creates a very  
27 dangerous situation for my family. This has happened several times. When  
28 you try to restart the vehicle it acts as if it doesn't have the power to do so.  
Inspections of the vehicle at the dealer continuously show the battery is in  
the "green" or great working condition. Although they've said this, their  
only response to the issue so far is to replace the seemingly fine battery.<sup>9</sup>

The engine fails to restart on its own from a complete stop at a traffic light

<sup>6</sup> NHTSA ID 11514017, 2016 Honda Pilot, March 27, 2023.

<sup>7</sup> NHTSA ID 11512729, 2017 Honda Pilot, March 20, 2023.

<sup>8</sup> NHTSA ID 11509311, 2017 Honda Pilot, February 27, 2023.

<sup>9</sup> NHTSA ID 11508582, 2017 Honda Pilot, February 22, 2023.

1 or road intersection with the Auto Start/Stop function engaged.  
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This is an extremely dangerous vehicle malfunction and needs to be addressed as soon as possible before someone is killed.  
While driving on the freeway or highway, traffic comes to a complete stop, the engine idle feature stops the engine, and upon restart, the vehicle stalls. This leaves my wife and kids stalled, sometimes on the freeway for up to a minute until my wife can get the car restarted. During that minute, she's at risk of being hit by other motorists traveling at freeway speeds.  
I brought our Honda Pilot to the dealership, and they could not diagnose and fix the issue. The Dealshp also claimed they were unaware of any issues with the Auto Start/Stop feature.  
Scott Robinson Honda 20340 Hawthorne Blvd, Torrance, CA 90503  
I recently purchased a new battery to resolve the issue myself, and the issues continue with the new battery.<sup>10</sup>

On friday March 3, 2023 driving home from work, stop at a light and the car does not turn back on. It took at least 10 minutes to finally turn on for me to at least get home. I know that this is probably once again a battery issue. On April 1st of 2022 we replaced the battery for the 3rd time. The first time it was replaced the car was still under warranty. I usually turn off the auto start because I have had this problem at least 8 times prior to this last problem. This is a dangerous problem that this keeps happening. I shouldn't have to replace a battery every year like this. There should be a way of seeing if the battery has low voltage but I have not seen anything in the car regarding voltage. There should be a recall, Honda says that no other customer has complaints about this. I do see other people on this forum that have this issue. It really is hard to keep taking days off to go to a Honda dealer to get a new battery at 350 each pop. Please let me know what Honda plans on doing for this issue.<sup>11</sup>

<sup>10</sup> NHTSA ID 11506439, 2017 Honda Pilot, February 9, 2023.

<sup>11</sup> NHTSA ID 11510379, 2019 Honda Pilot, March 6, 2023.

1 This has been happening from the beginning of ownership. There was a  
2 recent recall but it DID NOT fix the problem. I come to a stop, and then  
3 start to go and my car stalls out for a second and then restart. Every time  
4 I took it in to the service center, they said they can't recreate it and there's  
5 nothing wrong. As it stalls, the "collision mitigation system" warning light  
6 comes on. I have almost been rear-ended many times and it's really scary.  
7 You can see all the complaints online for this same problem but Honda is  
8 not acknowledging the problem. Someone is going to get seriously hurt.<sup>12</sup>

9 This issue is with the start-stop system. The car fails to restart after it the  
10 car stops and the engine shuts off. The car has been serviced twice for this  
11 issue. The battery and a cable were replaced at my expense. This resolved  
12 the issue for a few months, but it returned again in February of 2022. The  
13 battery was replaced under warrantee at that time. This issue has now  
14 returned again July, 2022. In at least two of the instances I felt I was  
15 extremely at risk as the car was stalled in busy intersections forcing traffic  
16 to make emergency stops behind me or take evasive actions to avoid  
17 hitting my car. The normal starting procedure to start the car did not seem  
18 to work. There was nothing to indicated to me that there was an issue.<sup>13</sup>

19 The defect with stalling after auto start continues even after Acura applied  
20 a software update. They refuse to complete second part of recall including  
21 starter replacement and valve adjustment as indicated on their attached  
22 letter. THIS NEGLIGENCE IS A HIGH RISK OF PERSONAL INJURY  
23 TO MY FAMILY AND I.<sup>14</sup>

24 The contact owns a 2017 Acura TLX. The contact stated that since  
25 purchasing the vehicle, the vehicle experienced stalling failures without  
26 warning. The contact was able to restart the vehicle. Additionally, the  
27 contact also stated that she turned off the auto start option. The contact  
28 took the vehicle to the local dealer, where it was diagnosed with needing  
the battery to be replaced. The contact replaced the battery but continued  
to experience the failure. The manufacturer had not been informed of the  
failure. The failure mileage was 15.<sup>15</sup>

I have had, for years, Idle Stop/restart failures on my 2018 Acura TLX,

<sup>12</sup> NHTSA ID 11511180, 2019 Honda Passport, March 10, 2023.

<sup>13</sup> NHTSA ID 11473698, 2015 Acura TLX, July 13, 2022.

<sup>14</sup> NHTSA ID 11492769, 2016 Acura TLX, November 8, 2022.

<sup>15</sup> NHTSA ID 11468126, 2017 Acura TLX, June 8, 2022.

1 too many times to count. One time, I heard the screeching tires of a car  
2 behind me stopping to avoid rear-ending me, when the driver thought I  
3 was going to proceed through an intersection, only to have the car die.  
4 Another time, with my infant in the car, I was nearly T-Boned when the  
5 car died failing to get through an intersection after a stop. I've taken the  
6 car in for service numerous times. Each time, they either couldn't find the  
7 problem, or told me I didn't drive it enough, or needed to keep it on a  
8 trickle charger, or that I needed a new Battery. In June of 2022, I received  
9 a letter from Acura informing me to get a PGM-FI software update. I did.  
10 Last night, the car died attempting to restart on a freeway off ramp (which  
11 it has done previously as well I should add). I shouldn't have to explain  
12 how dangerous it is having a car die on a freeway off ramp. Acura - FAIL<sup>16</sup>  
13

14 253. More specifically, Honda's software update failed to fully remedy the Idle  
15 Stop Defect. Moreover, a Class member is not entitled to the starter – the ultimate and  
16 reliable fix – until they first have the software update completed and the problem then  
17 manifests again the field and ultimately “verified” by a dealer. But the Idle Stop Defect  
18 is intermittent and not always verifiable, thereby creating hurdles (often unsurpassable)  
19 for Class members to receive the ultimate fix.  
20

21 254. Moreover, the PGM-Fi countermeasure renders the idle stop feature  
22 useless in some vehicle operating conditions, leaving Plaintiffs and Class members  
23 without a feature for which they bargained and paid.  
24

25 255. The Idle Stop Defect creates a serious safety risk, because it renders the  
26 Class Vehicles unexpectedly inoperable without warning, preventing them from  
27 moving out of the way of oncoming danger or from moving with the flow of traffic.  
28

29 256. The Idle Stop Defect can lead, by way of example, to a Class Vehicle  
30 stalling on train tracks, stalling in stop-and-go traffic on the highway, stalling while  
31 waiting to merge into traffic, or stalling in the middle of an intersection while waiting  
32 at a traffic light or stop sign.  
33

34 257. As shown in consumer complaints set forth in more detail below, many

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35 <sup>16</sup> NHTSA ID 11503261, 2018 Acura TLX, January 23, 2023.

1 Class Vehicle drivers have been severely frightened by the Idle Stop Defect and are  
2 seriously concerned about the risk that the defect poses to their future safety:

- 3 • “About once per week, I experience a delay in entering dense traffic  
4 within short interstate merge lanes.”
- 5 • “It stops entirely, often in traffic and then you have to put car in park,  
6 restart engine and then put it in drive and go again. By this time traffic  
7 is already moving around you. Very dangerous and scary on freeway  
8 and at intersections.”
- 9 • “You need to press the ignition button and set the vehicle in park. This  
10 is very dangerous in stop and go traffic. The most recent time it  
11 happened was on the freeway at a crest.”
- 12 • “I was nearly t-boned when trying to make a LH turn at a busy  
13 intersection because the car had to start before accelerating.”
- 14 • “My Honda Pilot stalled in the middle of the intersection, waiting to  
15 turn left, off a busy main highway, with my husband and young  
16 children inside. When it was safe to turn, took foot off of the brake and  
17 the car stalled. It took many frantic attempts to get the car to turn back  
18 on to be able to move safely out of the intersection. This car has placed  
19 myself and my family in danger now on multiple occasions.”
- 20 • “Most concerning is if you are in the middle of the intersection and  
21 about to make a right turn, while waiting to make the turn, the vehicle  
22 shuts off. Now we are stuck in the intersection with two kids on the  
23 vehicle. Now oncoming traffic is either fast approaching or honking  
24 because we are blocking the lane. We have been almost struck on  
25 several occasions.”
- 26 • “When I moved my foot from the brake to the accelerator, the car shut  
27 off, shifted into neutral and would not start. This was on a major  
28 highway. It took several minutes to start again, while I was stalled in  
dangerous traffic.”

258. There have been at least four accidents and two injuries related to the Idle  
Stop Defect.

259. Because of the grave risks the Idle Stop Defect poses, a vehicle that suffers  
from the Idle Stop Defect is not fit for its ordinary purpose and does not pass without



1 objection in the trade, and renders the Class Vehicles substantially less drivable,  
2 useable, safe, and valuable. This is especially true for the Class Vehicles, which were  
3 marketed as safe and reliable family vehicles.

4         260. On May 10, 2018, Honda sent a service message to its dealerships alerting  
5 them about 2018 Honda Pilot and Odyssey vehicles “with a customer complaint of the  
6 auto idle stop inoperative.” Honda did not identify a root cause or appropriate remedy,  
7 only that it “would like to inspect the vehicle prior to you attempting a repair of any  
8 kind.”

9         261. In June 2022, the National Highway Traffic Safety Administration’s  
10 (“NHTSA”) Office of Defects Investigation, after receiving 221 complaints for the  
11 Honda Pilot alone, opened a preliminary investigation into the Idle Stop Defect to fully  
12 assess the defect’s safety related issues. (“ODI PE Report”).

13         262. As stated in the June 2022 ODI PE Report, ODI has met with Honda on  
14 various occasions regarding the Idle Stop Defect.

15         263. On March 26, 2025, NHTSA upgraded its investigation to study the safety  
16 risks of the Idle Stop Defect and the efficacy of Honda’s repairs.

17         264. Honda has long known of the Idle Stop Defect through, at least, its  
18 engineering knowledge, internal testing, online complaints, and the presentment of  
19 vehicles for repair.

20         265. As shown below, in the recitation of consumer complaints, consumers  
21 began complaining of the Idle Stop Defect, both posting online and writing to NHTSA,  
22 as early as October 2015.

23         266. Further, as the consumer complaints reveal, consumers were also bringing  
24 Class Vehicles into Honda dealerships for repairs for the Idle Stop Defect as early as  
25 2015.

26         267. As noted above, consumers and Class members have posted hundreds of  
27 complaints with NHTSA documenting their unfortunate experiences with the Idle Stop  
28

1 Defect.

2 268. For example, on November 10, 2015, the owner of a 2016 Honda Pilot  
3 filed the following complaint with NHTSA:

4 I WRITE TO YOU TO CONVEY MY SAFETY CONCERNS  
5 REGARDING A NEW HONDA 2016 PILOT. MY ATTEMPTS TO  
6 RESOLVE MY CONCERNS WITH AMERICAN HONDA MOTOR  
7 CO., INC. WERE MET WITH TEPID RELUCTANCE AND A  
8 CAVALIER NEGLECTFUL ATTITUDE. 1.AT HIGH SPEEDS (55-75  
9 MPH) THE VEHICLE OVERSTEEERS AND DURING EMERGENCY  
10 AVOIDANCE MANEUVERS BECOMES UNSTABLE. TWICE  
11 WHILE AVOIDING DEAR<sup>17</sup> ON INTERSTATE HIGHWAYS, I HAVE  
12 ALMOST LOST CONTROL AND WAS SERIOUSLY CONCERNED  
13 ABOUT ROLLING THE VEHICLE OVER. I OWN AND HAVE  
14 DRIVEN A 2003 PILOT FOR OVER 180,000 MILES AND NEVER  
15 EXPERIENCED THIS SORT OF ISSUE. I BELIEVE THE  
16 SUSPENSION IS INCORRECTLY DESIGNED AND THAT  
17 UNEXPECTED AND UNNECESSARY ROLLOVERS ARE  
18 IMMINENT. 2.THE 'AUTO IDLE OFF' FEATURE TURNS THE  
19 ENGINE COMPLETELY OFF AT CERTAIN TIMES AND UNDER  
20 CERTAIN CIRCUMSTANCES. IT TAKES BETWEEN 900 AND 1,300  
21 MILLISECONDS TO RECOVER POWER TO THE WHEELS WHEN  
22 THIS HAPPENS. UNLIKE HYBRID VEHICLES (FROM WHICH  
23 THIS FEATURE WAS TAKEN), THERE IS NO ALTERNATIVE  
24 ELECTRICAL MOTOR TO PROVIDE TORQUE TO THE  
25 DRIVETRAIN WHILE THE ENGINE RESTARTS AND AS A  
26 RESULT, THERE IS DELAY IN ACCELERATING. IN THE VAST  
27 MAJORITY OF TIMES, THIS IS OF NO CONSEQUENCE HOWEVER  
28 IN A SMALL FRACTION THIS DELAY INCREASES THE RISK OF  
COLLISION. ABOUT ONCE PER WEEK, I EXPERIENCE A DELAY  
IN ENTERING DENSE TRAFFIC WITHIN SHORT INTERSTATE  
MERGE LANES. THIS DELAY OF ABOUT ONE SECOND IS  
ENOUGH TO REMOVE MY MARGIN OF ERROR AND INCREASES  
THE RISK OF COLLISION DURING A MERGING MANEUVER.  
WHILE THERE IS A SWITCH TO DEFEAT THIS FEATURE, IT  
RESETS EVERY TIME THE VEHICLE IS TURNED OFF AND  
REMEMBERING TO OVERRIDE IT EVERY TIME IS

<sup>17</sup> All typographic and syntactical errors in these consumer complaints are identical to how they originally appeared.



1 INCONSISTENT WITH HUMAN MEMORY AND  
2 PERFORMANCE.<sup>18</sup>

3 269. On November 19, 2015, the owner of a 2016 Honda Pilot filed the  
4 following complaint with NHTSA:

5 TL\* THE CONTACT OWNS A 2016 HONDA PILOT. THE CONTACT  
6 STATED THAT THE VEHICLE WOULD NOT START. THE  
7 VEHICLE HAD TO BE TOWED TO A HONDA DEALER WHERE  
8 THE FAILURE COULD NOT BE DIAGNOSED. THE VEHICLE WAS  
9 TAKEN BACK TO THE DEALER AND THE FAILURE RECURRED  
10 SIX DAYS LATER. WHEN THE FAILURE RECURRED, THE  
11 TRANSMISSION FAILURE WARNING INDICATOR  
12 ILLUMINATED. THE VEHICLE WAS TAKEN TO THE DEALER  
13 WHERE IT COULD NOT BE DIAGNOSED OR REPAIRED. THE  
14 VEHICLE WAS GIVEN BACK TO THE CONTACT, BUT THE  
15 VEHICLE STALLED A FEW DAYS LATER AND ALL THE  
16 WARNING INDICATORS ILLUMINATED. THE MANUFACTURER  
17 WAS NOT NOTIFIED OF THE FAILURE. THE FAILURE MILEAGE  
18 WAS 900.<sup>19</sup>

15 270. On February 16, 2017, the owner of a 2016 Honda Pilot filed the following  
16 complaint with NHTSA:

17 VEHICLE HAS ELECTRONIC, KEYLESS PUSH BUTTON START.  
18 IT ALSO HAS A FUEL, EMISSIONS FEATURE WHERE IT SHUTS  
19 DOWN WHEN THE BRAKE IS DEPRESSED, IT DOESN'T IDLE AT  
20 STOPLIGHTS AND AUTOMATICALLY STARTS WHEN LIFTING  
21 OFF THE BRAKE. I WAS DRIVING THE VEHICLE WHEN I  
22 APPROACHED A RED LIGHT. DEPRESSED BRAKE AND  
23 VEHICLE LIGHT SHOWED IDLE ASSIST AND VEHICLE ENGINE  
24 SHUT OFF. WHEN THE LIGHT TURNED GREEN, I LIFTED MY  
25 FOOT OFF THE BRAKE AND ONTO THE GAS. THE VEHICLE DID  
26 NOT START. ALL DASH LIGHTS DISPLAYED AND ALL ERROR  
27 CODES ALTERNATED ON DISPLAY. IT ALSO SHOWED VEHICLE  
28 WAS IN PARK. I TRIED TO RESTART IT AGAIN BY DEPRESSING  
THE BRAKE AND PUSHING THE ENGINE START BUTTON.

<sup>18</sup> NHTSA ID 10789635.

<sup>19</sup> NHTSA ID 10794816.

1 VEHICLE WOULD NOT START AND DIALS WERE TWITCHING.  
2 TRIED SEVERAL TIMES TO START VEHICLE. THE POLICE  
3 ARRIVED AND WANTED TO PUSH THE VEHICLE TO THE SIDE  
4 OF THE ROAD SINCE IT WAS BLOCKING THE LEFT HAND LANE  
5 ON A 55 MILE AN HOUR ROAD. COULD NOT GET VEHICLE IN  
6 NEUTRAL. CALL HONDA DEALERSHIP SERVICE DEPARTMENT  
7 TO ASK HOW TO PUT VEHICLE IN NEUTRAL. THEY STATED  
8 THEY DIDN'T KNOW HOW. TOW TRUCK ARRIVED AND HAD  
9 TO DRAG VEHICLE ONTO FLAT BED TOW TRUCK. TOW TRUCK  
10 DELIVER VEHICLE TO DEALER. DEALER CHARGED BATTERY  
11 TO RESTART VEHICLE. THEY RAN DIAGNOSTICS AND STATED  
12 IT HAD NO ERROR CODE. THEY COULD NOT REPRODUCE  
13 ENGINE STOP AND STATED THERE WAS NO REPORT OF THIS  
14 HAPPENING TO ANOTHER VEHICLE. AFTER I STATED I WAS  
NERVOUS TO DRIVE THE VEHICLE AGAIN, THEY STATED  
THEY COULD KEEP VEHICLE AND DRIVE IT FOR SEVERAL  
DAYS TO SEE IF IT HAPPENED AGAIN. DRIVING CONDITIONS:  
CLEAR DAY, 30 DEGREES FAHRENHEIT. DRIVING  
APPROXIMATELY 9 MINUTES, 55 MILES PER HOUR. 14,000  
MILE, LESS THAN ONE YEAR OLD.<sup>20</sup>

15 271. On May 25, 2017, the owner of a 2016 Honda Pilot filed the following  
16 complaint with NHTSA:

17 ENGINE STOPS WON'T RESTART MULTIPLE WARNING LIGHT  
18 FLASHING GIVING APPEARANCE OF COMPUTER FAILURE.  
19 SECOND INCIDENT. FIRST INCIDENT DEALER SAID NO  
20 PROBLEM AFTER CHECKING BATTERY. SECOND INCIDENT IN  
21 TRAFFIC WHEN FAILURE OCCURRED (5/25/17 APPROX 8 A.M)  
22 BLOCKING INTERSECTION. FORTUNATELY WE WERE  
SLOWING TO STOP AT LIGHT. VIDEO OF DASH AVAILABLE  
TOO LARGE TO UPLOAD.<sup>21</sup>

23 272. On January 12, 2018, the owner of a 2018 Honda Odyssey filed the  
24 following complaint with NHTSA:

25 OUR 2018 HONDA ODYSSEY ELITE HAS A FEATURE CALLED

26 <sup>20</sup> NHTSA ID 10955344.

27 <sup>21</sup> NHTSA ID 10991579.

1 IDLE STOP. THE FEATURE HAS MANY CRITERIA THAT MUST  
2 BE MET BEFORE IT WILL ACTIVATE. IT SHOULD JUST TURN  
3 OFF THE ENGINE WHEN THE CRITERIA HAVE BEEN MET IN AN  
4 EFFORT TO CONSERVE FUEL IN LIEU OF IDLING. WE ARE  
5 SEEING A RANDOM ISSUE WHEN THIS FEATURE ACTIVATES  
6 WHERE THE VEHICLE WILL SHUT OFF THE CAR ENTIRELY  
7 AND PLACE IT IN PARK. WE MUST MANUALLY START OUR  
8 VEHICLE AGAIN THEN PLACE IT BACK IN DRIVE TO PROCEED.  
9 WE'VE HAD IT HAPPEN THREE TIMES. ALL HAVE TAKEN  
10 PLACE AT STOP LIGHTS FOLLOWING A COMPLETE STOP. THE  
11 MOST RECENT OCCURRENCE TOOK PLACE AT A STOP LIGHT  
AFTER LEAVING THE HIGHWAY. I'M CONCERNED WE WILL BE  
REAR ENDED DUE TO OUR VEHICLE BEING DISABLED AT AN  
INTERSECTION. IT'S CURRENTLY AT THE DEALERSHIP FOR  
THE FIFTH TIME (MULTIPLE ISSUES WITH THIS VEHICLE) TO  
HOPEFULLY FIND A SOLUTION.<sup>22</sup>

12 273. On July 17, 2018, the owner of a 2016 Honda Pilot filed the following  
13 complaint with NHTSA:

14 THE CAR STALLS INTERMITTENTLY WHEN AUTO IDLE STOP  
15 IS ENGAGED AND CAR IS STATIONARY. INSTEAD OF THE  
16 ENGINE STARTING UP AGAIN AFTER TAKE FOOT OFF THE  
17 BRAKE AND PRESS THE GAS PEDAL, THE CAR STALLS  
18 COMPLETELY AND HAVE TO PUT THE CAR IN PARK, PRESS  
19 THE BRAKE PEDAL AND PUSH THE START BUTTON TO GET IT  
20 ON AGAIN. SOMETIMES HAVE TO TRY SEVERAL TIMES  
21 BEFORE CAR RESTARTS. DEALER HAS BEEN UNABLE TO FIND  
ANYTHING OR REPLICATE PROBLEM. FIRST REPORTED TO  
DEALER OCT. 2017, DID SOFTWARE UPDATE, BUT HAPPENED  
AGAIN JUNE AND JULY.<sup>23</sup>

22 274. On April 25, 2018, the owner of a 2016 Honda Pilot filed the following  
23 complaint with NHTSA:

24 ABOUT 4 MONTHS AGO I WAS AT A STOPLIGHT, MY ENGINE  
25 SHUT DOWN, AS IT WAS SUPPOSED TO WITH THE 'AUTO IDLE  
26

27 <sup>22</sup> NHTSA ID 11062395.

28 <sup>23</sup> NHTSA ID 11111894.

1 STOP' FUNCTION. IT IS SUPPOSED TO START BACK UP WHEN  
2 YOU TAKE YOUR FOOT OFF THE BRAKE, BUT THIS TIME THE  
3 CAR STALLED. IT STALLED MANY TIMES AFTER THIS AND IT  
4 WAS ALWAYS UNEXPECTED AND SCARY. I TOOK IT INTO MY  
5 DEALER ON JUNE 6, 2018 AND THEY SAID THEY COULD SEE  
6 THAT THEY COULD SEE IN THE COMPUTER THAT IT STALLED  
7 A FEW TIMES, BUT COULD NOT REPRODUCE THE PROBLEM  
8 WHILE TEST DRIVING IT. THEY DID A RESET ON THE  
9 ELECTRONICS. THAT DID NOTHING. I STALLED A WHILE  
10 AFTER I LEFT THE SHOP. I STALLED MANY MORE TIMES  
11 AFTER THAT. IT DOES HAVE AN OVERRIDE TO THIS 'AUTO  
12 IDLE STOP' SYSTEM, BUT YOU HAVE TO ALWAYS REMEMBER  
13 TO PUSH THE BUTTON AND IF I FORGOT AND THE CAR WAS IN  
14 'AUTO IDLE STOP' MODE AND I PUSHED THE BUTTON, MANY  
15 TIMES THE CAR WOULD STALL. I NOW ALSO HAVE A  
16 PROBLEM STARTING THE CAR. WHEN I PUSH THE START  
17 BUTTON, MANY TIMES THE ENGINE WON'T START. I HAVE TO  
18 PUSH IT 3-4 TIMES TO GET IT TO START. THIS MAKES MY  
19 STALLING EVEN MORE DANGEROUS, AS IF IT WAS NOT  
20 DANGEROUS ENOUGH, BECAUSE IT WILL TAKE ME MUCH  
21 LONGER TO START THE CAR FROM A STALL. I CAN IMAGINE  
22 BEING IN SITUATIONS WHERE I WOULD HAVE TO BE ABLE TO  
23 GET OUT A SITUATION QUICKLY AND IF I STALL I WOULD NOT  
24 BE ABLE TO. IF I AM ON A FREEWAY AND STALL IN HEAVY  
25 TRAFFIC, OR STALLING ON TRAIN TRACKS IF I AM IN HEAVY  
26 TRAFFIC AND I HAPPEN TO BE THE CAR LEFT ON THE TRACKS  
27 AND CAN'T START. OR IF A CAR OR OBJECT IS HEADING  
28 TOWARDS ME AND WILL CRASH INTO ME AND I CAN AVOID  
IT BE SPEEDING AWAY. IF I STALL I CAN'T. HERE IS A THREAD  
FROM A HONDA PILOT FORUM WITH MANY OWNERS WITH  
THE SAME PROBLEM.

22 [HTTPS://WWW.PILOTEERS.ORG/FORUMS/114-2016-THIRD-](https://www.piloteers.org/forums/114-2016-third-generation-pilot/157005-elite-shuts-off-stop-light.html)  
23 [GENERATION-PILOT/157005-ELITE-SHUTS-OFF-STOP-](https://www.piloteers.org/forums/114-2016-third-generation-pilot/157005-elite-shuts-off-stop-light.html)  
24 [LIGHT.HTML](https://www.piloteers.org/forums/114-2016-third-generation-pilot/157005-elite-shuts-off-stop-light.html) NOT ONE OF THEM HAS HAD IT FIXED BY THERE  
25 REPAIR SHOP. MY CAR HAS BEEN IN THE SHOP FOR THE 2ND  
26 TIME SINCE AUGUST 8, 2018.<sup>24</sup>

26 275. On August 13, 2018, the owner of a 2016 Honda Pilot filed the following

27 <sup>24</sup> NHTSA ID 11120858.

1 complaint with NHTSA:

2 THE CAR CONTINUALLY STALLS AT RED LIGHTS AND OTHER  
3 FULL STOPS AFTER THE "AUTO-SHUTOFF" ENGAGES. THE CAR  
4 FAILS TO RESTART AND RESULTS IN DANGEROUS  
5 SITUATIONS IN HIGH TRAFFIC AREAS IN THE CITY. THE CAR  
6 CAN NOT BE MOVED EASILY BECAUSE IT BECOMES  
7 COMPLETELY UNRESPONSIVE, EVEN DISABLING THE  
8 FLASHERS. IT HAS HAPPENED REPEATEDLY.<sup>25</sup>

9 276. On October 18, 2018, the owner of a 2016 Honda Pilot filed the following  
10 complaint with NHTSA:

11 VEHICLE TURNS OFF COMPLETELY WHEN AUTO OFF  
12 FEATURE ENGAGES WHILE IN A STOPPED CONDITION. ON  
13 TWO OCCASIONS, VEHICLE REFUSED TO RESTART FOR  
14 SEVERAL MINUTES. THE FIRST TIME, THE VEHICLE  
15 RESTARTED AFTER 2-3 MINUTES, THE SECOND TIME IT  
16 HAPPENED, CAR WOULD NOT RESTART UNTIL 10-15 MIN  
17 AFTER THE OCCURRENCE. DURING BOTH OCCURRENCES, I  
18 WAS IN A STOP CONDITION WITH FOOT ON THE BRAKE,  
19 VEHICLE IN DRIVE. DEALER SAYS BATTERY TESTS FINE AND  
20 CANNOT REPLICATE THE ISSUE, BUT I KNOW THERE ARE  
21 OTHERS EXPERIENCING SAME PROBLEM. THIS IS A MAJOR  
22 SAFETY ISSUE. ONLY OUT OF SHEAR LUCK, IT HAPPENED TO  
23 ME WHILE AT A RESIDENTIAL GATE KEY PAD PUNCHING IN  
24 THE CODE, AND THEN TODAY WHILE IN THE DRIVE THRU OF  
25 A FAST FOOD PLACE. IF THIS WOULD HAPPEN ON A BUSY  
26 STREET, AT A BUSY INTERSECTION, WHILE SITTING IN  
27 STANDSTILL TRAFFIC ON INTERSTATE, ETC, IT COULD BE  
28 EXTREMELY DANGEROUS.<sup>26</sup>

277. On September 23, 2018, the owner of a 2016 Honda Pilot filed the  
following complaint with NHTSA:

AUTO STOP MALFUNCTION FIRST YEAR OF OWNING THE  
PILOT ELITE, THE AUTO STOP FUNCTION WORKED AND

<sup>25</sup> NHTSA ID 11119604.

<sup>26</sup> NHTSA ID 11141274.

1 WOULD RESTART AFTER COMING TO A STOP. BY THE SECOND  
2 YEAR, AFTER COMING TO A STOP IN CITY TRAFFIC AND  
3 ENGINE IS SUPPOSED TO COME BACK ON, IT STALLS AND  
4 SHUTS OFF AND NEEDS TO BE SHIFTED TO NEUTRAL AND  
5 THEN RESTART ENGINE. HAVE TAKEN THE CAR FOR  
6 SERVICES SINCE HAVING THIS ISSUE AND REPORTING THE  
7 ISSUE TO THE DEALERSHIP AND THEY ARE UNABLE TO FIX  
8 THE ISSUE OR REPLICATE THE PROBLEM. NOW INTO YEAR 3  
9 OF OWNERSHIP THE AUTO STOP FUNCTION HAS GOTTEN  
10 WORSE BECAUSE NOW WHEN IT SHUTS OFF AFTER AUTO  
11 STOPPING, IT TAKES A COUPLE OF MINUTES BEFORE YOU ARE  
12 ABLE TO RESTART THE CAR. THIS IS VERY UNSAFE AT AN  
13 INTERSECTION WHEN THE LIGHT TURNS GREEN. ONLY WAY  
14 AROUND THIS ISSUE IS TO DISABLE THE AUTO STOP  
15 FUNCTION AT THE BEGINNING OF THE DRIVE WHICH  
16 DEFEATS THE PURPOSE OF HAVING SUCH A FUNCTION AND  
17 WE AREN'T ABLE TO PERMANENTLY DISABLE THE  
18 FUNCTION. I HAVE REPORTED THIS PROBLEM EACH AND  
19 EVERY TIME I HAVE TAKEN IT IN TO THE DEALERSHIP FOR  
20 SERVICE AND THEY HAVE RUN DIAGNOSTICS AND SAID THEY  
21 WEREN'T ABLE TO REPLICATE THE ISSUE.<sup>27</sup>

22  
23 278. On September 22, 2018, the owner of a 2016 Honda Odyssey filed the  
24 following complaint with NHTSA:

25  
26 I BROUGHT MY CAR TO A STOP AT A VERY BUSY  
27 INTERSECTION LEADING TO A FOUR LANE ROAD AND THE  
28 CAR WANTED TO LUNGE FORWARD. I HAD TO ALMOST  
STAND ON THE BREAK TO STOP THE CAR AND THE ENGINE  
ROARED. I TURNED IT OFF. I THEN STARTED THE ENGINE  
AGAIN AND IT DID THE SAME THING. I WAITED A FEW  
MINUTES AND STARTED IT AGAIN. THIS TIME IT WAS OK. I  
HAD THIS HAPPEN LAST YEAR AND TOOK IT IN TO HONDA.  
THEY COULD FIND NO PROBLEM. THIS COULD CAUSE A CAR  
TO GO INTO TRAFFIC IF THE DRIVER WAS NOT PAYING  
ATTENTION.<sup>28</sup>

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29 <sup>27</sup> NHTSA ID 11130866.

30 <sup>28</sup> NHTSA ID 11130759.



1 279. On November 28, 2018, the owner of a 2018 Honda Pilot filed the  
2 following complaint with NHTSA:

3 VEHICLE WAS STOPPED IN A PARKING LOT IN “DRIVE” WITH  
4 THE AUTO-IDLE FEATURE IN USE. CAR WOULD NOT RE-START  
5 WHEN FOOT TAKEN OFF BRAKE. RADIO CUT OUT BRIEFLY AS  
6 WELL. DASHBOARD LIT UP WITH MANY ERROR MESSAGES -  
7 ONE OF THEM WAS “COLLISION MITIGATION PROBLEM” OR  
8 SOMETHING SIMILAR. PLACED CAR IN PARK AND PUSHED  
9 START BUTTON NUMEROUS TIMES. ONLY GOT CLICKING  
10 SOUNDS, WITH OCCASIONAL ENGINE TURNOVER NOISE, BUT  
11 IT WOULDN’T START. TURNED OFF A/C AND RADIO. CAR  
12 FINALLY STARTED AFTER SEVERAL MORE MINUTES OF  
13 PUSHING START BUTTON WHILE IN PARK WITH FOOT ON  
14 BRAKE.<sup>29</sup>

15 280. On June 2, 2018, the owner of a 2018 Acura MDCX filed the following  
16 complaint with NHTSA:

17 STARTER FAILED WITH AUTO START/STOP WHILE STOPPED IN  
18 TRAFFIC. SINCE ENGINE WOULDN’T START, CAR SHIFTED TO  
19 PARK AUTOMATICALLY AND CAN NOT SHIFT TO NEUTRAL  
20 WITH THE ENGINE OFF AND UNABLE TO START. THE  
21 BATTERY WAS FINE AND COULD GO INTO AUX MODE, BUT  
22 STILL WON’T SHIFT TO NEUTRAL. ASIDE FROM QUALITY  
23 ISSUES RELATED TO STARTER, SIGNIFICANT SAFETY DESIGN  
24 FLAW.<sup>30</sup>

25 281. On July 17, 2018, the owner of a 2016 Honda Pilot filed the following  
26 complaint with NHTSA:

27 TL\* THE CONTACT OWNS A 2016 HONDA PILOT. WHILE THE  
28 VEHICLE WAS STATIONARY AND WHILE DRIVING VARIOUS  
SPEEDS, THE “AUTO IDLE DISABLER” FEATURE ENGAGED ON  
SEVERAL OCCASIONS. THE VEHICLE STALLED WITHOUT  
WARNING AFTER THE BRAKE PEDAL WAS DEPRESSED AT A

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<sup>29</sup> NHTSA ID 11154596.

<sup>30</sup> NHTSA ID 11099303.



1 STOP LIGHT. THREE WEEKS LATER, WHILE DRIVING  
2 APPROXIMATELY 15 MPH ON THE FREEWAY, THE "AUTO IDLE  
3 DISABLER" FEATURE ENGAGED AGAIN WHILE IN HEAVY  
4 TRAFFIC AND THE VEHICLE STALLED. THE CONTACT SHIFTED  
5 THE GEAR INTO PARK, DISABLED THE POWER, AND  
6 RESTARTED THE VEHICLE. IN ADDITION, WHILE THE VEHICLE  
7 WAS STATIONARY, ALL OF THE WARNING INDICATORS  
8 ILLUMINATED ON THE INSTRUMENT PANEL. WHILE DRIVING  
9 55 MPH, ON ANOTHER OCCASION, THE VEHICLE FAILED TO  
10 SHIFT GEARS PROPERLY AND THE RPMS RAPIDLY INCREASED  
11 TO 5,000. ALSO, THE REVERSE GEAR SHIFTER BECAME  
12 INOPERATIVE AND THE GEARS WOULD NOT SHIFT WHILE  
13 DRIVING 55 MPH. BIG STAR HONDA (11200 GULF FREEWAY,  
14 HOUSTON, TEXAS 77034) COULD NOT DIAGNOSE AND  
15 DUPLICATE THE FAILURES. THE MANUFACTURER WAS NOT  
16 MADE AWARE OF THE FAILURES. THE FAILURE MILEAGE WAS  
17 APPROXIMATELY 49,000. \*DT \*JS<sup>31</sup>

18 282. On January 20, 2019, the owner of a 2016 Honda Pilot filed the following  
19 complaint with NHTSA:

20 WHEN ENGINE TRIES TO RESTART FROM IDLE STOP THE  
21 ENGINE STALLS AND FAILS TO RESTART. HAS DONE THIS  
22 NUMEROUS TIMES AND THE DEALER CAN NOT REPLICATE  
23 THE ISSUE. IS A DANGER WHILE AT A BUSY INTERSECTION.  
24 RADIO ALSO TURNS OFF WHEN TRYING TO RESTART. THIS  
25 HAPPENS ALMOST EVERY TIME THE VEHICLE GOES INTO  
26 IDLE STOP MODE.<sup>32</sup>

27 283. On January 11, 2019, the owner of a 2016 Honda Pilot filed the following  
28 complaint with NHTSA:

THE FIRST INCIDENT WAS ON OCT 7, 2018. WE WERE AT A STOP  
LIGHT WITH THE ENGINE IDLE OPTION ENABLED. WHEN THE  
LIGHT TURNED GREEN AND THE BRAKE WAS RELEASED, THE  
VEHICLE SHOULD HAVE STARTED BACK UP, BUT INSTEAD, IT  
STALLED. AFTER THE 2ND TIME IT OCCURRED, WE STARTED

<sup>31</sup> NHTSA ID 11129897.

<sup>32</sup> NHTSA ID 11171058.

1 TO DISABLE THE ENGINE IDLE FEATURE AS SOON AS WE  
2 START THE CAR. WE HAVE FORGOTTEN A FEW TIMES AND  
3 THE VEHICLE STALLING HAS HAPPENED AT LEAST 3  
4 ADDITIONAL TIMES. ALL BEING AT RED LIGHTS WITH THE  
5 BRAKE DEPRESSED. WHEN THE FOOT IS REMOVED FROM THE  
6 BRAKE, THE VEHICLE JERKS SLIGHTLY AND THEN STALLS.  
7 ONCE ON NOV. 1, 2018 AND AGAIN MOST RECENTLY ON JAN.  
8 6, 2018. LUCKILY, NO ONE HAS BEEN INJURED YET. IT HAS  
9 BEEN SERVICED REGULARLY AT THE DEALERSHIP DIRECTLY  
10 AND RECEIVED ALL MAINTENANCE RECOMMENDED. THE  
11 MOST RECENT SERVICE, THEY WERE UNABLE TO DUPLICATE  
12 THE ERROR OR IDENTIFY THE ISSUE.<sup>33</sup>

13 284. On January 3, 2019, the owner of a 2016 Honda Pilot filed the following  
14 complaint with NHTSA:

15 I WAS DRIVING IN STOP AND GO TRAFFIC ON A FREEWAY, MY  
16 FOOT WAS ON THE BRAKE AND CAR WAS IN DRIVE, WHEN I  
17 TOOK MY FOOT OFF BREAK AND PUSHED GAS PEDAL THE  
18 CAR WOULD NOT GO. I TRIED TO PUT IT IN PARK AND IT  
19 WOULD NOT GO, I TRIED TO TURN OFF CAR AND IT WOULDN'T  
20 TURN OFF. THE MESSAGE ON THE DASHBOARD SAID TO PUSH  
21 BRAKE AND TURN ON CAR (SAME MESSAGE AS WHEN I  
22 REMOTE START CAR) AFTER 2 SOLID MINUTES, THE CAR  
23 FINALLY DROVE. THE PROBLEM SEEMS TO BE IMPACTED BY  
24 THE ECON MODE WHICH SHUTS OFF ENGINE WHEN BRAKE  
25 PEDAL IS FULLY ENGAGED. YOU ARE ABLE TO TURN THIS  
26 MODE OFF ON THE GEAR SHIFT BUT HAVE TO DO IT EVERY  
27 TIME YOU START THE CAR.<sup>34</sup>

28 285. On April 3, 2019, the owner of a 2016 Honda Pilot filed the following  
complaint with NHTSA:

TL\* THE CONTACT OWNS A 2016 HONDA PILOT. WHILE  
OPERATING THE VEHICLE AND WHILE AT A STOP LIGHT, THE  
AUTO IDLE STOP FEATURE ACTIVATED NORMALLY, BUT THE  
VEHICLE WOULD NOT IMMEDIATELY RESTART WHEN THE

<sup>33</sup> NHTSA ID 11166512.

<sup>34</sup> NHTSA ID 11165626.

1 DRIVER RELEASED THE BRAKE PEDAL AND DEPRESSED THE  
2 ACCELERATOR PEDAL. THE FAILURE OCCURRED ON  
3 SEVERAL OCCASIONS. DURING THE FAILURE, SEVERAL  
4 INSTRUCTIONAL PROMPTS APPEARED, EXPLAINING HOW TO  
5 RESTART THE VEHICLE. ON ONE OCCASION, THE VEHICLE  
6 COULD NOT BE RESTARTED AND WAS TOWED TO STERLING  
7 MCCALL HONDA (22575 HWY 59 NORTH, KINGWOOD, TX  
8 77339). WHILE AT THE DEALER, THE VEHICLE OPERATED  
9 NORMALLY AND THE CAUSE OF THE FAILURE WAS NOT  
10 DETERMINED. THE MANUFACTURER WAS NOTIFIED OF THE  
11 FAILURE. THE FAILURE MILEAGE WAS 29,000.<sup>35</sup>

12 286. On February 13, 2019, the owner of a 2016 Honda Pilot filed the following  
13 complaint with NHTSA:

14 ON 2 OCCASIONS, THE AUTOMATIC IDLE STOP HAS TURNED  
15 OFF THE ENGINE AND NOT ALLOWED THE CAR TO BE TURNED  
16 BACK ON. ONE TIME THE VEHICLE EVENTUALLY RESTARTED,  
17 BUT THE SECOND TIME THE VEHICLE HAD TO BE JUMPED BY  
18 HIGHWAY PATROL. IT WAS AT A BUSY INTERSTATE EXIT  
19 RAMP, STOPPED AT A STOPLIGHT, AND WE WERE UNABLE TO  
20 MOVE THE VEHICLE OUT OF THE WAY. IT WAS A VERY  
21 DANGEROUS SITUATION. WE HAD THE BATTERY TESTED AND  
22 IT WAS GOOD. I CONTACTED HONDA VIA EMAIL AND THEY  
23 JUST RESPONDED THAT THERE WERE NO RECALLS AND TO  
24 CONTACT THE DEALER. THE DEALER SAID THAT THEY ARE  
25 UNABLE TO PERMANENTLY DISABLE THE FEATURE. NOW, TO  
26 ENSURE THAT I AM NOT IN ANOTHER DANGEROUS  
27 SITUATION DUE TO THIS FEATURE, I HAVE TO MANUALLY  
28 DISABLE IT EVERY TIME I TURN THE CAR ON.<sup>36</sup>

29 287. On June 6, 2019, the owner of a 2016 Honda Pilot filed the following  
30 complaint with NHTSA:

31 AUTO IDLE STOP DOESN'T RESTART. IT STALLS OFTEN  
32 DEPENDING ON THE LENGTH OF THE IDLE. IT HAS BEEN  
33 SLOWING PROGRESSING TO UNRELIABLE. IT STOPS

34 <sup>35</sup> NHTSA ID 11193598.

35 <sup>36</sup> NHTSA ID 11179888.

1 ENTIRELY, OFTEN IN TRAFFIC AND THEN YOU HAVE TO PUT  
2 CAR IN PARK, RESTART ENGINE AND THEN PUT IN DRIVE AND  
3 GO AGAIN. BY THIS TIME TRAFFIC IS ALREADY MOVING  
4 AROUND YOU. VERY DANGEROUS AND SCARY ON FREEWAY  
5 AND AT INTERSECTIONS. HAD THE BATTERY CHECKED AT  
6 AUTO STORE, TAKE IN FOR REGULAR MAINTENANCE - IT  
7 TESTED STRONG BUT NEEDED A "CHARGE" SHOULD BE  
8 RECHARGING WHEN RUNNING AND ON FREEWAY.<sup>37</sup>

9 288. On June 18, 2019, the owner of a 2016 Acura MDX filed the following  
10 complaint with NHTSA:

11 TL\* THE CONTACT OWNS A 2016 ACURA MDX. ON SEVERAL  
12 OCCASIONS, WHILE STOPPED AT A TRAFFIC LIGHT, THE  
13 VEHICLE STALLED. WHEN THE PUSH TO START BUTTON WAS  
14 PRESSED, THE VEHICLE RESTARTED. THE VEHICLE WAS NOT  
15 DIAGNOSED OR REPAIRED. A DIAGNOSTIC APPOINTMENT  
16 WAS SCHEDULED WITH ACURA OF FREMONT (LOCATED AT  
17 5700 CUSHING PKWY, FREMONT, CA 94538, (510) 431-2500). THE  
18 MANUFACTURER WAS NOT NOTIFIED OF THE FAILURE. THE  
19 APPROXIMATE FAILURE MILEAGE WAS 38,000.<sup>38</sup>

20 289. On May 24, 2019, the owner of a 2016 Honda Pilot filed the following  
21 complaint with NHTSA:

22 THE ENGINE FULLY STOPPED WHILE DRIVING ON THE HWY  
23 WHILE DRIVING ALMOST GOT REAR ENDED. I WAS MOVING  
24 TAPPED THE BREAK AND THE ENGINE STOPPED ( LIKE IN  
25 IDLE) I QUICKLY PUSHED ON THE GAS AND AFTER SECONDS  
26 OF NO RESPONSE IT CAME BACK. ON 9/2/2018 THIS HAPPENED  
27 WHEN I WAS GOING TJRU PAYING TOLL I TOUCHED THE  
28 BREAK TRYING TO SLOW DOWN IT COMPLETELY DIED, TRIED  
TO PUSH GAS NO RESPONSE DIED AND WENT IN N. HAD TO  
TURN IT ON AND DRIVE AGAIN. AT THAT TIME WENT TO  
DEALER AND THEY DID NOT SEE AN ISSUE. IT IS  
HAPPENING MORE NOW. IT IS FRIGHTENING TO BE UNDER  
THE MERCY OF THE PERSON BEHIND U TO SLOW DOWN IN

<sup>37</sup> NHTSA ID 11218355.

<sup>38</sup> NHTSA ID 11220990.

1 TIME. THIS IS HORROBLE VERY SCARY AND CAN KILL A  
2 FAMILY!<sup>39</sup>

3 290. On May 21, 2019, the owner of a 2016 Honda Pilot filed the following  
4 complaint with NHTSA:

5 I HAVE A 2016 TOURING PILOT WITH JUST OVER 38,000 MILES.  
6 SINCE ABOUT 25,000 MILES I HAVE FELT THAT THERE WAS AN  
7 ODD HESITATION WITH THE AUTO-OFF FEATURE THAT I'D  
8 NOT NOTICED DURING THE INITIAL PERIOD OF OWNERSHIP.  
9 THE ISSUE ESCALATED TO THE POINT WHICH IT WOULD  
10 ACTUALLY STALL OUT AT AN INTERSECTION AND THE  
11 VEHICLE WOULD NOT TURN BACK ON FOR A FEW MINUTES.  
12 THE DEALERSHIP REPLACED THE BATTERY AND SAID THAT  
13 THEY COULD SEE THE ERROR AND THAT THERE WAS AN  
14 ISSUE CAUSED BY THE BATTERY. A FEW MONTHS LATER THE  
15 ISSUE STARTED TO HAPPEN AGAIN AND STALLED FOR MY  
16 WIFE AGAIN WITH OUR KIDS IN THE CAR AT A BUSY  
17 INTERSECTION. THE CAR WENT BACK INTO THE DEALERSHIP  
18 AND THEY HAVE NOW HAD IT FOR CLOSE TO 6 WEEKS WITH  
19 LITTLE TO NO UPDATE AS TO WHAT IS GOING ON. THIS IS A  
20 HORRIBLY UNSAFE ISSUE AND I KNOW FOR A FACT THAT  
21 MANY PEOPLE ARE HAVING THE SAME ISSUE AS  
22 REFERENCED IN THIS BLOG:  
23 [HTTPS://WWW.PILOTEERS.ORG/FORUMS/114-2016-THIRD-  
24 GENERATION-PILOT/157005-ELITE-SHUTS-OFF-STOP-LIGHT-  
25 5.HTML](https://www.piloteers.org/forums/114-2016-third-generation-pilot/157005-elite-shuts-off-stop-light-5.html) THE FACT THAT HONDA CAN NOT COME UP WITH A  
26 FIX FOR THE ISSUE IS A VERY SCARY THOUGHT. WE AS  
27 CONSUMERS NEED SOMEONE TO HELP HOLD HONDA  
28 ACCOUNTABLE TO PROVIDE A SAFE DRIVING EXPERIENCE  
FOR OUR FAMILIES<sup>40</sup>

29 291. On June 20, 2019, the owner of a 2016 Honda Pilot filed the following  
30 complaint with NHTSA:

31 THIS HAS HAPPENED SEVERAL TIMES AND HONDA HAS BEEN  
32 UNABLE TO REPLICATE. IT HAS HAPPENED ON THE FREEWAY

33 <sup>39</sup> NHTSA ID 11209757.

34 <sup>40</sup> NHTSA ID 11208938.

1 AND ON CITY STREETS. THE CAR IS IN DRIVE AND MY CAR  
2 HAS AN ENGINE IDLE SO THAT WHEN TRAFFIC COMES TO A  
3 HALT THE ENGINE CUTS OUT TO CONSERVE GAS. ON MANY A  
4 OCCASION IT WILL NOT JUST AUTOMATICALLY START BUT  
5 WILL INSTEAD KICK THE VEHICLE INTO PARK. IT IS  
6 EXTREMELY SCARY AS IT WILL THEN NOT START AS IF THE  
7 BATTERY IS DEAD BUT THE BATTERY IS FINE AND HAS BEEN  
8 REPLACED AS HONDA THOUGHT THAT WOULD RESOLVE IT.  
9 THEY ALSO REPLACED ALL THE FUEL INJECTORS AND THIS  
10 ALSO HAS NOT STOPPED THE PROBLEM. I FEEL I AM GOING  
11 TO BE KILLED IN THIS CAR. I HAVE CASE # 08783155 WITH  
12 HONDA AND AFTER HAVING JUST SPOKE TO THEM THEY  
13 ADVISED ME TO FILM PROBLEM!! YES THEY EXPECT ME TO  
14 GET MY PHONE OUT AND FILM WHILE MY VEHICLE HAS  
15 COME TO A HALT IN MOVING TRAFFIC!<sup>41</sup>

16 292. On June 15, 2019, the owner of a 2016 Honda Pilot filed the following  
17 complaint with NHTSA:

18 CAR WAS ENGAGED IN "IDLE-STOP" AT A TRAFFIC LIGHT.  
19 FOLLOWING DRIVER'S LIFTING OF FOOT OFF OF THE BRAKE  
20 PEDAL, CAR SHUT OFF COMPLETELY. ALL DASHBOARD  
21 LIGHTS LIT UP, AND CAR WAS NOT ABLE TO BE TURNED BACK  
22 ON FOR 1-2 MINUTES. CAR WAS IN THE MIDDLE OF A BUSY  
23 STREET, AND A LARGE VEHICLE NEARLY REAR-ENDED THE  
24 DEAD CAR. DRIVER WAS THEREAFTER ABLE TO FOLLOW ON-  
25 SCREEN INSTRUCTIONS FOR RESTARTING VEHICLE, BUT WAS  
26 UNSUCCESSFUL IN SEVERAL INITIAL ATTEMPTS. (IN OTHER  
27 WORDS, CAR WAS NOT STARTING DESPITE DRIVER'S  
28 COMPLYING WITH INSTRUCTIONS. PRIOR TO THIS INCIDENT,  
CAR HAD IN SOME INSTANCES VERY MOMENTARILY "CUT  
OUT" FOLLOWING AN "IDLE-START." DRIVER NOTICED A  
"POPPING" AT THIS TIME. BUT THE PROBLEM, WHICH THE  
MANUFACTURER AND DEALER CLAIM TO KNOW NOTHING  
ABOUT AND ARE "UNABLE TO REPLICATE" DURING SERVICE,  
IS CLEARLY BECOMING WORSE AND MORE DANGEROUS  
OVER TIME. THE BEST THE HONDA DEALERSHIP SERVICE  
DEPARTMENT APPEARS TO BE ABLE TO DO IN DIAGNOSING  
THE PROBLEM IS TO SUGGEST BATTERY RECHARGE OR

<sup>41</sup> NHTSA ID 11221559.



1 REPLACEMENT, WHICH HAS NOT BEEN AN ISSUE FOR OUR  
2 CAR AND IS APPARENTLY A COMMON SUGGESTION FROM  
3 DEALERSHIPS. THIS IS AN APPARENTLY BIGGER ISSUE THAN  
HONDA HAS BEEN WILLING TO ADMIT.<sup>42</sup>

4 293. On July 10, 2019, the owner of a 2016 Honda Pilot filed the following  
5 complaint with NHTSA:

6 WHILE IDOL AT RED LIGHT, THE AUTOMATIC IDOL KICKED  
7 IN FOR POWER SAVE YET JERKED AND ALL RED LIGHT  
8 INDICATORS TURNED ON, INCLUDING PARKING BREAKS, AND  
9 CAR SEIZED UP. NO POWER, NO ABILITY PUT CAR IN PARK OR  
10 DRIVE. ON/OFF SWITCH NO REACTION TO TURN CAR ON OR  
11 OFF. NO BRAKE FUNCTION. I SAT IN AN UNRESPONSIVE  
12 VEHICLE AT VERY BUSY INTERCETION. LUCKILY THE  
13 VEHICLE BEHIND ME WAS STOPPED AND ONLY LAID ON  
14 THEIR HORN FOR 2 RED LIGHT CYCLES RATHER THAN  
15 HITTING ME. I ACTIVATED MY EMERGENCY FLASHERS YET  
OTHER DRIVER DID NOT RESPOND. I REPETITIVELY KEPT  
PUSHING POWER BUTTON IN EFFORT FOR CAR TO RESPOND  
AND RESTART, EVENTUALLY DID AND WAS ABLE TO DRIVE  
OFF. HAVE APPT WITH DEALERSHIP IN AM.<sup>43</sup>

16 294. On July 9, 2019, the owner of a 2016 Honda Pilot filed the following  
17 complaint with NHTSA:

18 WHEN MY CAR STOPS WHILE APPLYING THE BREAK PADDLE  
19 COMPLETELY, THE CAR MAY START 'IDLE STOP' WHICH  
20 TURNS OFF THE ENGINE. THE ENGINE MAY RESTART EITHER  
21 BY RELEASING THE BREAK PADDLE OR WHEN AC OR  
22 BATTERY NEEDS THE ENGINE TO TURN BACK ON. WE HAVE  
23 HAD MULTIPLE OCCURRENCES WHERE THE CAR WILL  
24 COMPLETELY RESET THE ELECTRICAL SYSTEM SHUTTING  
25 DOWN ALL THE LIGHTS, DISPLAYS, RADIO AND ENGINE, AND  
IT MAY OR MAY NOT RESTART THE ENGINE. SOMETIMES, IT  
REQUIRES MULTIPLE PRESSES OF THE ENGINE START  
BUTTON WHICH MAY TAKE MULTIPLE SECONDS AT A STOP.

26 <sup>42</sup> NHTSA ID 11220350.

27 <sup>43</sup> NHTSA ID 11230891.



1 THIS CREATES A SAFETY HAZARD WHERE CARS BEHIND MAY  
2 REAR END US WHILE WE TRY TO RESTART. TODAY, IT  
3 HAPPENED TO MY WIFE IN MOTION AFTER THE ENGINE  
4 RESTARTED AND SHE WAS IN THE MIDDLE OF AN  
5 INTERSECTION. I WONDER IF THIS COULD EVEN HAPPEN ON  
6 A RAILWAY... WE REPORTED IT TWICE AND TRIED FIXING IT  
7 AT A HONDA SHOP (1ST TEXAS HONDA @ AUSTIN, TX), THEY  
8 MADE MULTIPLE CLAIMS INCLUDING BAD BATTERY THAT  
9 REQUIRED REPLACING IT (ISSUE STILL REOCCURRED),  
10 BLAMING IT ON A POWER CABLE THAT GOES TO AN  
11 OPTIONAL TRAILER HITCH CONNECTION THAT IS NOT IN USE,  
12 BUT HAVE NOT TRIED REPLACING THE FAULTY IDLE  
13 START/ENGINE MODULE. SEARCHING THRU THE INTERNET,  
14 THERE ARE MULTIPLE REPORTS OF THE SAME ISSUE.  
15 [HTTPS://WWW.CARCOMPLAINTS.COM/HONDA/PILOT/2016/EN](https://www.carcomplaints.com/Honda/Pilot/2016/Engine/Auto_Idle_Stop_Does_Not_Work.shtml)  
16 [GINE/AUTO\\_IDLE\\_STOP\\_DOES\\_NOT\\_WORK.SHTML](https://www.carcomplaints.com/Honda/Pilot/2016/Engine/Auto_Idle_Stop_Does_Not_Work.shtml) THERE IS  
17 NO RECALL OR A ROOT CAUSE ANALYSIS REPORTED BY  
18 HONDA TRYING TO RESOLVE THE ISSUE FOR THE OWNERS.  
19 NEEDLESS TO SAY, TRYING TO TAKE A VIDEO/PHOTO WHEN  
20 IT HAPPENS IS NOT SIMPLE, LARGELY, BECAUSE WE DON'T  
21 HOLD OUR PHONES WHILE DRIVING THE CAR AND  
22 SECONDLY, IT'S RANDOM EVENT WHEN IT HAPPENS... THE  
23 ISSUE REPEATS MULTIPLE TIMES A WEEK, BUT NOT ON  
24 EVERY STOP. WORSE AT HOT TEMPERATURES<sup>44</sup>

25 295. On June 24, 2019, the owner of a 2016 Honda Pilot filed the following  
26 complaint with NHTSA:

27 THE ENGINE IDLE STOP FEATURE NOT WORKING PROPERLY.  
28 WHEN THE VEHICLE IS AT A STOP THE ENGINE TURNS OFF  
LIKE INTENDED. SOMETIMES THE RADIO TURNS OFF AND  
RESTARTS IMMEDIATELY. RANDOMLY WHEN YOU TAKE YOUR  
FOOT OFF THE GAS THE ENTIRE VEHICLE AND ALL  
FUNCTIONS TURN OFF. IN ORDER TO TURN THE VEHICLE YOU  
NEED TO PRESS THE IGNITION BUTTON AND SET THE VEHICLE  
IN PARK. THIS IS VERY DANGEROUS IN STOP AND GO  
TRAFFIC. THE MOST RECENT TIME IT HAPPENED WAS ON THE  
FREEWAY AT A CREST. TOOK IT TO DEALER AND THEY

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<sup>44</sup> NHTSA ID 11230198.

1 COULD NOT REPLICATE.<sup>45</sup>

2 296. On June 24, 2019, the owner of a 2019 Acura MDX filed the following  
3 complaint with NHTSA:

4 THE ENGINE AUTO STOP OR IDLE STOP IS A SAFETY HAZARD.  
5 THE ENGINE SHUTS OFF PREVENTING A QUICK  
6 ACCELERATION FROM AN INTERSECTION OR OTHER  
7 HAZARD. THE MANUFACTURE SHOULD OFFER A METHOD TO  
8 PERMANENTLY DISABLE THIS HAZARD.I WAS NEARLY T-  
9 BONED WHEN TRYING TO MAKE A LH TURN AT A BUSY  
INTERSECTION BECAUSE THE CAR HAD TO START BEFORE  
ACCELERATING<sup>46</sup>

10 297. On July 12, 2019, the owner of a 2016 Honda Pilot filed the following  
11 complaint with NHTSA:

12 CAR SHUTS DOWN AND STALLS WHEN IDLE STOP ENGAGES  
13 VERY FREQUENTLY OVER THE PAST YEAR IN THE MIDDLE OF  
14 THE INTERSECTION OR HIGHWAY. HAVE TAKEN IN TO HONDA  
15 DEALERS MULTIPLE TIMES BUT THEY CANNOT RECREATE  
16 THE PROBLEM AND SAY THE BATTERY TESTS OK YET  
RECOMMEND CHANGING THE BATTERY?!<sup>47</sup>

17 298. On July 21, 2019, the owner of a 2016 Acura MDX filed the following  
18 complaint with NHTSA:

19 MY 2016 ACURA MDX. STALLED TWICE. BOTH TIMES IN START  
20 AND STOP TRAFFIC WHEN STOPPED THE CYLINDER  
21 DEACTIVATION ENGAGED, HOWEVER THEN THE POWER  
22 WENT OUT COMPLETELY WITHOUT WARNING, IT TOOK  
23 ABOUT 5-10 MIN THEN THE PUSH TO START WORKED AND THE  
24 CAR RESTARTED. AFTER THE FIRST STALL WE TOOK IT  
ACURA, HOWEVER THEY SAID THERE WAS NOTHING WRONG.  
25 I AM WRITING THIS REPORT AFTER THE SECOND STALL

26 <sup>45</sup> NHTSA ID 11222280.

27 <sup>46</sup> NHTSA ID 11234618.

28 <sup>47</sup> NHTSA ID 11231357.

1 TODAY.<sup>48</sup>

2 299. On August 13, 2019, the owner of a 2019 Honda Pilot filed the following  
3 complaint with NHTSA:

4 WHEN ENGINE AUTO IDLE IS ENGAGED, INSTEAD OF RE-  
5 ENGAGING WHEN FOOT REMOVED FROM BRAKE, THE CAR  
6 STALLS IN ONE OF THREE WAYS. GRADE 1, THE FAN AND  
7 RADIO SHUT OFF BUT THE ENGINE ENGAGES ONCE GAS IS  
8 APPLIED. GRADE 2, THE FAN, RADIO AND ENGINE SHUT OFF  
9 BUT RESTART ONCE GAS IS APPLIED. VARIOUS WARNING  
10 LIGHTS THEN APPEAR ON THE DASH. GRADE 3, EVERYTHING  
11 SHUTS OFF AND THE CAR WILL NOT RESTART UNTIL YOU  
12 SHIFT INTO PARK AND PRESS THE START BUTTON SEVERAL  
13 TIMES. THIS IS VERY DANGEROUS AS IT HAPPENS AT  
14 INTERSECTIONS WHEN CARS EXPECT YOU TO BE MOVING  
15 AND YOU'RE STALLED OUT. I HAVE VIDEO OF THESE  
16 INCIDENTS AND HAVE PROVIDED THEM TO THE HONDA  
17 DEALER.<sup>49</sup>

18 300. On August 13, 2019, the owner of a 2017 Honda Pilot filed the following  
19 complaint with NHTSA:

20 I JUST PURCHASED MY HONDA CERTIFIED '17 PILOT ELITE  
21 ONE MONTH AGO. I WOULD NOTICE THAT THE CAR WOULD  
22 LAG WHEN USING THE AUTO IDLE STOP FUNCTION, IT WOULD  
23 SPUTTER, AND EVENTUALLY AND NOW MULTIPLE TIMES, IT  
24 WOULD STALL OUT AT A STOP LIGHT OR STOP SIGN WHEN I  
25 WAS IN AUTO IDLE-STOP AND TOOK MY FOOT OFF OF THE  
26 BRAKE TO GO. MY HONDA PILOT STALLED IN THE MIDDLE OF  
27 AN INTERSECTION, WAITING TO TURN LEFT, OF A BUSY MAIN  
28 HIGHWAY, WITH MY HUSBAND AND YOUNG CHILDREN  
INSIDE. WHEN IT WAS SAFE TO TURN, TOOK FOOT OFF OF THE  
BRAKE AND THE CAR STALLED. IT TOOK MANY FRANTIC  
ATTEMPTS TO GET THE CAR TO TURN BACK ON TO BE ABLE  
TO MOVE SAFELY OUT OF THE INTERSECTION. THIS CAR HAS  
PLACED MYSELF AND MY FAMILY IN DANGER NOW ON

<sup>48</sup> NHTSA ID 11233636.

<sup>49</sup> NHTSA ID 11243724.

1 MULTIPLE OCCASIONS. TOOK TO DEALERSHIP WHERE THEY  
2 INFORM THAT THEY HAVE NEVER HEARD OF THIS  
3 HAPPENING, AND THAT THEY DO NOT KNOW WHAT IS  
4 WRONG. CAR HAS BEEN TO THE DEALERSHIP TWICE FOR  
5 SAME ISSUE NOW, IN ONE MONTH.<sup>50</sup>

6 301. On August 14, 2019, the owner of a 2017 Honda Pilot filed the following  
7 complaint with NHTSA:

8 TL\* THE CONTACT OWNS A 2017 HONDA PILOT. WHILE THE  
9 VEHICLE WAS STOPPED WITH THE AUTO IDLE ENGAGED AND  
10 AIR CONDITIONER ACTIVATED, THE BRAKE PEDAL WAS  
11 RELEASED AND THE VEHICLE STALLED. ALSO, THE GEAR  
12 SHIFTER WENT INTO PARK. THE CONTACT HAD TO PRESS THE  
13 ENGINE START BUTTON SEVERAL TIMES FOR THE VEHICLE  
14 TO RESTART. ALL THE WARNING INDICATORS ON THE  
15 INSTRUMENT CLUSTER WERE ILLUMINATED. THE CONTACT  
16 CALLED HONDA OF COVINGTON (100 HOLIDAY SQUARE  
17 BLVD, COVINGTON, LA 70433, (985) 892-0001), BUT THE  
18 VEHICLE WAS NOT DIAGNOSED OR REPAIRED. THE  
19 MANUFACTURER WAS NOT CONTACTED. THE FAILURE  
20 MILEAGE WAS 63,500. \*AS THE CONSUMER STATED A  
21 SOFTWARE UPDATE WAS INSTALLED AND A BATTERY  
22 CHECK, BUT THE PROBLEM PERSISTS. \*TR<sup>51</sup>

23 302. On August 26, 2019, the owner of a 2017 Honda Pilot filed the following  
24 complaint with NHTSA:

25 HAVE A 2017 HONDA PILOT TOURING WITH 39K MILES.  
26 USUALLY THE CAR GOES INTO 'ACCESSORY' MODE WHEN  
27 THE AUTO IDLE STOP KICKS IN BUT A COUPLE OF MONTHS  
28 AGO SOMETHING NEW STARTED- I EXPERIENCED A TOTAL  
STALL FOR THE FIRST TIME, AND IT HAS HAPPENED 3 MORE  
TIMES SINCE. THE CAR TURNED COMPLETELY OFF, BUT IT DID  
NOT RESTART AUTOMATICALLY. THE DASHBOARD WAS LIT  
UP WITH PROBLEMS. I PUT THE CAR IN PARK AND  
FRANTICALLY TRIED TO RESTART IT AS I WAS ON A

<sup>50</sup> NHTSA ID 11243735.

<sup>51</sup> NHTSA ID 11243935.

1 HIGHWAY IN TRAFFIC. ONCE IT WAS RESTARTED, I DISABLED  
2 AUTO IDLE STOP AND I'VE BEEN DISABLING IT EVER SINCE.  
3 HOWEVER, THIS IS A MANUAL FIX AND IS NOT ALWAYS  
4 SOMETHING ONE REMEMBERS TO DO, ESPECIALLY SINCE WE  
5 HAVE A NEW 16-YEAR-OLD DRIVER ENTERING THE FRAY IN  
6 OUR HOME SOON. AFTER RESEARCHING THIS EXTENSIVELY  
7 ONLINE, THERE APPEARS TO BE A KNEE-JERK REACTION  
8 FROM HONDA TO REPLACE THE BATTERIES IN THESE  
9 AFFECTED VEHICLES, BUT IT IS NOT STOPPING THE ISSUE,  
10 ACCORDING TO MULTIPLE ACCOUNTS. THE NHTSA HAS  
11 MANY DOCUMENTED CASES OF THIS AND IT IS AN OBVIOUS  
12 SAFETY ISSUE, BUT NO RECALL IS YET IN PLACE. CALLED  
13 HONDA USA CUSTOMER SERVICE AT 9:30 AM TODAY AND  
14 VERIFIED THERE ARE NO RECALLS REGARDING THIS  
15 PROBLEM AND IF THE CAR IS OUT OF WARRANTY THAT  
16 THERE WOULD BE NO FINANCIAL RELIEF FOR NECESSARY  
17 PARTS/LABOR RELATED TO THIS ISSUE.<sup>52</sup>

18 303. On January 11, 2020, the owner of a 2017 Honda Pilot filed the following  
19 complaint with NHTSA:

20 ABOUT 6 MONTHS AGO, WHEN MY CAR HAD LESS THAN 30K  
21 MILES. MY CAR WOULD STALL WHILE THE CAR WAS IN  
22 "AUTO IDLE-STOP MODE". INITIALLY, I FIRST NOTICED THAT  
23 THE AUTO IDLE-STOP WAS HESITATING WHEN IT WOULD  
24 START UP. THEN THINGS GOT WORSE AND I NOTICED THAT  
25 THE RADIO WOULD TURN OFF AND I'D HEAR ALL OF THE  
26 CHIMES LIKE WHEN I START THE CAR. I BROUGHT MY CAR TO  
27 HONDA TO HAVE THIS FIXED. THEY SAID IT WAS THE  
28 COMPUTER AND CLAIMED THEY FIXED IT. THE PROBLEM  
STILL CONTINUES. I ALSO HAD A CONVERSATION WITH THE  
SERVICE MANAGER AND HE PROMISED HE WOULD INFORM  
HONDA CORPORATE. I NEVER RECEIVED ANY FOLLOW UP. I  
GOOGLED THIS PROBLEM AND HAVE FOUND OUT I'M NOT  
THE ONLY ONE. THIS IS DANGEROUS BECAUSE SOMETIMES I  
NEED TO MAKE A TURN AND MY CAR HAS STALLED AND  
ADDS A FEW SECONDS. THERE ARE OTHER PEOPLE  
EXPERIENCEING THE SAME PROBLEM:  
[HTTPS://WWW.PILOTEERS.ORG/THREADS/ELITE-SHUTS-OFF-](https://www.piloteers.org/threads/elite-shuts-off-)

<sup>52</sup> NHTSA ID 11246340.

1 AT-STOP-LIGHT.157005/<sup>53</sup>

2 304. On February 3, 2020, the owner of a 2017 Honda Pilot filed the following  
3 complaint with NHTSA:

4 AUTO ENGINE IDLE STOP: STALLING WHEN ACTIVE<sup>54</sup>

5  
6 305. On February 4, 2020, the owner of a 2017 Honda Pilot filed the following  
7 complaint with NHTSA:

8 FROM A STOP, AT TIMES WHEN I TAKE MY FOOT OFF THE  
9 BRAKE WITH THE AUTO-ENGINE IDLE SET TO "ON", WHEN I  
10 TRY TO ACCELERATE, THE ENGINE WILL CUT OFF. THE CAR  
11 PUTS ITSELF IN EITHER NEUTRAL OR PARK, THEN I HAVE TO  
12 RESTART THE CAR - DEPRESS BRAKE AND PRESS BUTTON -  
13 AFTER 30 SECONDS TO A MINUTE. I WAS LUCKY NOT TO HAVE  
14 BEEN REAR-ENDED SINCE AT A GREEN LIGHT, OTHER  
15 DRIVERS GO, AND DO NOT EXPECT A DRIVER IN FRONT OF  
16 THEM TO STOP.<sup>55</sup>

17 306. On February 7, 2020, the owner of a 2016 Honda Pilot filed the following  
18 complaint with NHTSA:

19 WHILE STOPPED AT A FREEWAY OFF RAMP. THE CAR  
20 AUTOMATICALLY SHUT OFF THE ENGINE PER THE  
21 START/STOP FEATURE. WHEN THE LIGHT TURNED GREEN THE  
22 CAR DID NOT RESTART AND INSTEAD COMPLETELY SHUT  
23 OFF AND PUT ITSELF INTO PARK. I HAD TROUBLE  
24 RESTARTING WHILE TRAFFIC BUILT UP BEHIND ME. THIS IS  
25 NOT THE FIRST TIME THIS HAS HAPPENED. IT IS A VERY  
26 DANGEROUS AND DISCONCERTING PROBLEM.<sup>56</sup>

27 307. On February 24, 2020, the owner of a 2017 Honda Pilot filed the following

28 <sup>53</sup> NHTSA ID 11298616.

<sup>54</sup> NHTSA ID 11306743.

<sup>55</sup> NHTSA ID 11307006.

<sup>56</sup> NHTSA ID 11307767.



1 complaint with NHTSA:

2 THE AUTO IDLE FEATURE IN MY CAR MY CAR OFF  
3 COMPLETELY AND THEN WON'T ALLOW IT RESTART  
4 IMMEDIATELY. IT CAUSES A STALL AT LIGHTS. IT OFTEN  
5 TAKES TRYING TO START THE CAR FOR SEVERAL MINUTES  
6 BEFORE IT WILL TURN BACK ON. THIS HAS HAPPENED  
7 SEVERAL TIMES. IT CAN NEVER BE FIXED BY THE DEALER.  
THEY DON'T KNOW HOW TO REPLICATE THE ISSUE IN THE  
SHOP.<sup>57</sup>

8 308. On March 1, 2020, the owner of a 2016 Honda Pilot filed the following  
9 complaint with NHTSA:

10 I CAME TO A COMPLETE STOP AT A VERY BUSY  
11 INTERSECTION. THE IDLE START/STOP KICKED IN. WHEN I  
12 WENT TO REMOVE MY FOOT FROM THE BRAKE TO THE GAS  
13 TO GO ACROSS THE BUSY INTERSECTION, MY PILOT  
14 COMPLETELY DIED. THIS LEFT ME STRANDED AT A STOP SIGN  
15 AT A VERY BUSY INTERSECTION FOR OVER 2 HOURS WAITING  
16 FOR A TOW TRUCK. AFTER A COUPLE OF DAYS AT THE  
17 DEALERSHIP, THEY SAID IT WAS 'JUST A SOFTWARE UPDATE'.  
18 IT IS A KNOWN ISSUE BUT THEY ARE ONLY FIXING IT WHEN  
19 IT AFFECTS A VEHICLE. NO RECALL??!!!! I WOULD LOVE TO BE  
20 ABLE TO UPLOAD MY VIDEO THAT I TOOK WHEN THIS ALL  
HAPPENED SO YOU COULD SEE WHAT MY DASH LOOKED LIKE  
WHEN I KEPT TRYING TO START MY CAR BACK UP. THE WEEK  
PRIOR TO THIS, THE PHOTO SHOWS WHAT NOTICE POPPED UP  
ON MY DASH.<sup>58</sup>

21 309. On May 4, 2020, the owner of a 2016 Honda Pilot filed the following  
22 complaint with NHTSA:

23 THE IDLE START/STOP FEATURE CAUSES THE CAR TO STALL  
24 WHEN STOPPED. WHEN THE AT A FULL STOP AND THE  
25 IDLE/STOP KICKS IN THE CAR DOES NOT COME BACK ON AND  
26 SHUTS OFF WITH ALL OF THE LIGHTS IN THE CONSOLE

27 <sup>57</sup> NHTSA ID 11311010.

28 <sup>58</sup> NHTSA ID 11315393.



1 LIGHTING UP AND MUST BE COMPLETELY SHUT-OFF AND  
2 RESTARTED, "STALL OUT" AT A STOP LIGHT OR STOP SIGN  
3 WHEN I WAS IN "AUTO IDLE-STOP" AND PRESSED ON THE GAS.  
4 I FIRST NOTICED THAT THE AUTO IDLE-STOP WAS  
5 HESITATING WHEN IT WOULD START UP. I ALSO NOTICED  
6 THAT THE RADIO WOULD "CUT OUT". AFTER THAT, THE  
7 VEHICLE WOULD JUST STALL OUT AND I WOULD HAVE TO  
8 PUSH PARK, PUT MY FOOT ON THE BRAKE AND THEN PUSH  
9 START. TOOK TO THE DEALER DURING MY LAST SERVICE ON  
10 JANUARY 20, 2020 AND THEY COULD NOT DUPLICATE. THE  
11 ISSUE HAS PROGRESSIVELY GOTTEN WORSE AND IS  
12 HAPPENING MORE FREQUENTLY. THE CAR HAS STALLED AT  
LIGHTS AND POSES A DANGER TO MY WIFE AND 3 YOUNG  
CHILDREN. THE DEALERSHIP WILL NOT LOOK INTO IT ANY  
FURTHER BECAUSE THEY CANNOT DUPLICATE THE  
PROBLEM. I'VE RESEARCHED FORUMS ONLINE AND OTHER  
HONDA PILOT OWNERS HAVE EXPRESSED THEY ARE  
EXPERIENCING THE SAME ISSUE.<sup>59</sup>

13  
14 310. On March 10, 2020, the owner of a 2018 Honda Pilot filed the following  
15 complaint with NHTSA:

16 THE VEHICLE WOULD "STALL OUT" AT A STOP LIGHT OR STOP  
17 SIGN WHEN I WAS IN "AUTO IDLE-STOP" AND PRESSED ON  
18 THE GAS. I FIRST NOTICED THAT THE AUTO IDLE-STOP WAS  
19 HESITATING WHEN IT WOULD START UP. I ALSO NOTICED  
20 THAT THE RADIO WOULD "CUT OUT". AFTER THAT, THE  
21 VEHICLE WOULD JUST STALL OUT AND I WOULD HAVE TO  
PUSH PARK, PUT MY FOOT ON THE BRAKE AND THEN PUSH  
START. THIS HAS HAPPENED SEVERAL TIMES.<sup>60</sup>

22 311. On March 31, 2020, the owner of a 2017 Honda Pilot filed the following  
23 complaint with NHTSA:

24 HONDA PILOT ELITE DOES NOT AUTO RE-START CONDITION  
25 AFTER GOING INTO AN AUTO IDLE STOP. I TRIED TO RE-START  
26 THE VEHICLE BY PLACING THE GEAR INTO THE PARK

27 <sup>59</sup> NHTSA ID 11323258.

28 <sup>60</sup> NHTSA ID 11317205.

1 POSITION AND PRESSING THE START BUTTON. THIS LEAVES  
2 ME STRANDED AT A STOP LIGHTS AND SIGNS AND IMPOSES  
3 RISK TO SELF AND OTHERS.<sup>61</sup>

4 312. On April 9, 2020, the owner of a 2018 Honda Pilot filed the following  
5 complaint with NHTSA:

6 CAR STARTS TO STALL WHEN ACCELERATING AND WHEN I  
7 LET GO OF THE ACCELERATION PEDAL. \*TR

8 313. On April 22, 2020, the owner of a 2016 Honda Pilot filed the following  
9 complaint with NHTSA:

10 WE OWN A 2016 HONDA PILOT ELITE WITH AUTO START/STOP  
11 FEATURE. THE VEHICLE HAS APPROXIMATELY 78,000 MILES  
12 AND BEGAN EXHIBITING ISSUES WITH THE AUTO START/STOP  
13 FEATURE. WHEN STOPPED AT ANY LOCATION, THE AUTO  
14 STOP ENGAGES AND TURNS OFF THE ENGINE AND SHOULD  
15 RESTART WHEN YOU LIFT YOUR FOOT OF THE BRAKE; BUT IT  
16 IS NOW TURNING ALL THE POWER TO THE VEHICLE OFF  
17 (RADIO OFF, A/C OFF, DASH LIGHTS OFF). IN SOME CASES THE  
18 DASH WILL FLICKER WITH AND DASH LIGHTS WILL  
19 ELIMINATE FOR A SECOND. AS A RESULT YOU CANNOT MOVE  
20 THE VEHICLE AND ARE STUCK IN A DANGEROUS PLACE  
21 (CAN'T PUT THE VEHICLE IN NEUTRAL, NO POWER). THIS HAS  
22 HAPPENED TO US ON NUMEROUS OCCASIONS; AT STOP  
23 LIGHTS WHERE CARS BEHIND YOU GET FRUSTRATED AND  
24 HONK THEIR HORNS (TAKES SEVERAL MINUTES TO START  
25 BACK UP IF YOU ARE LUCKY) AND MOST CONCERNING IS IF  
26 YOU ARE IN THE MIDDLE OF THE INTERSECTION AND ABOUT  
27 TO MAKE A RIGHT TURN, WHILE WAITING TO MAKE THE  
28 TURN, THE VEHICLE SHUTS OFF ' NOW WE ARE STUCK IN THE  
INTERSECTION WITH TWO KIDS IN THE VEHICLE. NOW  
ONCOMING TRAFFIC IS EITHER FAST APPROACHING OR  
HONKING BECAUSE WE ARE BLOCKING THE LANE. WE HAVE  
BEEN ALMOST STRUCK ON SEVERAL OCCASIONS. THE ONLY  
WORK AROUND IS TO TURN THE AUTO START/STOP FEATURE  
OFF (PUSHING THE BUTTON) WHEN YOU FIRST GET IN THE

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<sup>61</sup> NHTSA ID 11319867.

1 VEHICLE, BUT IF YOU FORGET ‘ WE MIGHT GET KILLED. I  
2 TOOK IT TO THE HONDA DEALER AND THEY CLAIM THEY  
3 HAVE NEVER HEARD OF THIS ISSUE. MY BATTERY TESTED  
4 FINE. I LOCATED NUMEROUS HONDA PILOT POSTS ONLINE  
5 THAT INDICATE THIS IS A COMMON PROBLEM, DATING BACK  
6 TO THE 2016, BUT NO ONE IS HELPING THE CONSUMER. I  
7 DON’T UNDERSTAND WHY THERE IS A DELAY IN REPAIRING  
8 THIS ISSUE; IT IS NOT JUST A GENERAL INCONVENIENCE, IT IS  
9 A SAFETY RISK. WE ARE FRUSTRATED AND SCARED. IF WE  
10 TRADE THE VEHICLE FOR ANOTHER CAR, WHAT HAPPENS TO  
11 THE NEXT FAMILY THAT PURCHASES THIS VEHICLE ‘ DO  
12 THEY SUFFER THE FATAL OUTCOME.<sup>62</sup>

13  
14 314. On May 5, 2020, the owner of a 2019 Acura TLX filed the following  
15 complaint with NHTSA:

16 I STOPPED(STATIONARY) AT A LIGHT TO MAKE A LEFT TURN  
17 INTO THE FREEWAY. WHILE STATIONARY THE ENGINE WENT  
18 INTO AUTOMATIC IDLE STOP TO SAVE GAS AND ONCE THE  
19 LIGHT TURN GREEN THE CAR WAS NOT ABLE TO TURN ON AT  
20 ALL AND HAD TO CALL AAA. IT WAS GIVING ME ERROR  
21 MESSAGES IN REGARDS FUEL PUMP AND BRAKE SYSTEM ETC.  
22 IN THE DASH. \*TR<sup>63</sup>

23  
24 315. On May 12, 2020, the owner of a 2019 Honda Pilot filed the following  
25 complaint with NHTSA:

26 TL\* THE CONTACT OWNS A 2019 HONDA PILOT. THE CONTACT  
27 STATED WHILE DRIVING 10 MPH, THE BRAKE PEDAL WAS  
28 DEPRESSED AND THE VEHICLE STALLED WITHOUT  
WARNING. THE CONTACT STATED THAT THE VEHICLE WAS  
UNDRIVABLE. THE VEHICLE WAS NOT TAKEN TO BE  
DIAGNOSED NOR REPAIRED. NEITHER THE MANUFACTURER  
NOR DEALER WERE NOT NOTIFIED OF THE FAILURE. THE  
FAILURE MILEAGE WAS UNKNOWN.<sup>64</sup>

29  
30 <sup>62</sup> NHTSA ID 11321898.

31 <sup>63</sup> NHTSA ID 11323447.

32 <sup>64</sup> NHTSA ID 11324266.

1 316. On May 20, 2020, the owner of a 2018 Honda Pilot filed the following  
2 complaint with NHTSA:

3 THE AUTO ENGINE IDLE FEATURE ENGAGED AT A STOP LIGHT  
4 AS USUAL. WHEN I MOVED MY FOOT FROM THE BRAKE TO  
5 THE ACCELERATOR, THE CAR SHUT OFF, SHIFTED INTO  
6 NEUTRAL AND WOULD NOT START. THIS WAS ON A MAJOR  
7 HIGHWAY. IT TOOK SEVERAL MINUTES TO START AGAIN,  
8 WHILE I WAS STALLED IN DANGEROUS TRAFFIC.<sup>65</sup>

8 317. On June 4, 2020, the owner of a 2016 Honda Pilot filed the following  
9 complaint with NHTSA:

10 WHEN THE ENGINE IDLE STOP IS ENGAGED THE CAR WILL  
11 OCCASIONALLY NOT RESTART. IT TAKES MULTIPLE TRIES TO  
12 RESTART THE VEHICLE. MOST OF THE TIME IT HAPPENS IN  
13 TRAFFIC WHICH IS A POTENTIAL SAFETY HAZARD. \*TR<sup>66</sup>

14 318. On June 8, 2020, the owner of a 2017 Honda Pilot filed the following  
15 complaint with NHTSA:

16 STALLING WHILE AT STOP OR GOING DOWNHILL AT LOW  
17 SPEEDS. \*TR<sup>67</sup>

18 319. On June 12, 2020, the owner of a 2017 Acura TLX filed the following  
19 complaint with NHTSA:

20 TL\* THE CONTACT OWNS A 2017 ACURA TLX. THE CONTACT  
21 STATED THAT AFTER DEPRESSING THE BRAKE PEDAL, THE  
22 VEHICLE STALLED WITHOUT WARNING. THE CONTACT  
23 STATED THAT THE FAILURE RECURRED NUMEROUS TIMES  
24 WHILE THE VEHICLE WAS IDLING. THE VEHICLE WAS TAKEN  
25 TO FIRST ACURA SALES (16 HIGHLAND AVE, SEEKONK, MA  
02771) HOWEVER, THE MECHANIC WAS UNABLE TO PROVIDE  
A CAUSE FOR THE FAILURE. THE CONTACT WAS INFORMED

26 <sup>65</sup> NHTSA ID 11417954.

27 <sup>66</sup> NHTSA ID 11327319.

28 <sup>67</sup> NHTSA ID 11327827.

1 THAT THE BATTERY NEEDED TO BE REPLACED. THE VEHICLE  
2 WAS THEN TAKEN TO SPEEDCRAFT ACURA (883 QUAKER LN,  
3 WEST WARWICK, RI 02893, (401)304-3100) HOWEVER, THE  
4 MECHANIC WAS UNABLE TO RETRIEVE A FAULT CODE OR  
5 DUPLICATE THE FAILURE. THE MANUFACTURER WAS MADE  
6 AWARE OF THE FAILURE. THE FAILURE MILEAGE WAS  
7 APPROXIMATELY 33,000.<sup>68</sup>

8  
9 320. On July 1, 2020, the owner of a 2017 Honda Pilot filed the following  
10 complaint with NHTSA:

11 WHEN VEHICLE COMES TO A STOP WITH THE AUTO ENGINE  
12 IDLE SHUT OFF, THE CAR COMPLETELY SHUTS DOWN AND  
13 TAKES A FEW MINUTES TO RESTART. THIS HAPPENED  
14 REPEATEDLY TODAY (7/1//2020) DRIVING AROUND TOWN.  
15 \*TR<sup>69</sup>

16  
17 321. On July 2, 2020, the owner of a 2017 Honda Pilot filed the following  
18 complaint with NHTSA:

19 IDLE STOP SYSTEM SENSOR FAIL.. WHEN CAN STOPS THE  
20 ENGINE SHUTS OFF BUT I DID NOT CAME BACK ON!! A LOT OF  
21 LIGHTS CAME ON WITH INSTRUCTIONS WHILE I WAS AT A  
22 BUSY LIGHT.. WENT TO THE DEALER AND IT WAS CLOSE TO  
23 \$1,000 FOR THE REPAIR.. THEY SAID ITS A KNOWN ISSUE..  
24 PLEASE DO A RECALL. \*TR<sup>70</sup>

25  
26 322. On July 14, 2020, the owner of a 2017 Honda Pilot filed the following  
27 complaint with NHTSA:

28 MY VEHICLE HAS AN AUTO STOP FUNCTION THAT OCCURS  
WHEN I STOP THE CAR. WHEN I PRESS THE ACCELERATOR,  
THE ENGINE STARTS BACK UP. PERIODICALLY, I HAVE HAD  
AN ISSUE WITH THE VEHICLE NOT STARTING BACK UP. I  
HAVE TO PUT THE CAR IN PARK AND PRESS THE START  
BUTTON SEVERAL TIMES UNTIL IT STARTS BACK. THIS HAS

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<sup>68</sup> NHTSA ID 11328479.

<sup>69</sup> NHTSA ID 11331934.

<sup>70</sup> NHTSA ID 11337102.

1 PUT ME IN SOME VERY DANGEROUS SITUATIONS. THE  
2 DEALERSHIP HAS NOT BEEN ABLE TO PRODUCE THE SAME  
3 ISSUE. IT HAS BEEN OCCURRING MORE OFTEN AND I AM  
4 CONCERNED FOR MY SAFETY. I HAVE READ NUMEROUS  
COMPLAINTS ABOUT THE SAME ISSUE.<sup>71</sup>

5 323. On July 16, 2020, the owner of a 2016 Honda Pilot filed the following  
6 complaint with NHTSA:

7 ENGINE STALLING ON HIGHWAY AND FREEWAYS DURING  
8 STOPS. EXTREMELY DANGEROUS SITUATION ON FREEWAY  
9 WHEN WE HAD TO STOP DUE TO FRONT TRAFFIC AND CAR  
10 COMPLETELY STALLED AND COULD NOT RESTART THE CAR.  
ENTIRE FAMILY WAS INSIDE.<sup>72</sup>

11 324. On July 31, 2020, the owner of a 2017 Acura MDX filed the following  
12 complaint with NHTSA:

13 ISSUES HAVE NOW OCCURRED TWICE WITHIN AN  
14 APPROXIMATELY 4 WEEK PERIOD. FIRST TIME WAS NEAR THE  
15 END OF JUNE AND THE SECOND TIME OCCURRED ON 7/30/20.  
16 AFTER STOPPING ON THE HIGHWAY, ONCE FOR A STOPLIGHT  
17 AND THE OTHER TIME TO TURN OFF HIGHWAY ONTO  
18 ANOTHER ROAD, THE ENGINE STALLED/TURNED OFF. AFTER  
VEHICLE WAS BACK IN PARK, I WAS ABLE TO RESTART THE  
VEHICLE EACH TIME.<sup>73</sup>

19 325. On August 2, 2020, the owner of a 2016 Honda Pilot filed the following  
20 complaint with NHTSA:

21 WHEN STOPPED AT A STOP LIGHT OR STOP SIGN THE  
22 TRANSMISSION CHANGES FROM DRIVE TO NEUTRAL TO  
23 PARK AND SOMETIMES DIES. CAR WON'T RESTART WHEN  
24 FOLLOWING DIRECTIONS ON DISPLAY SCREEN OR ANY  
25 OTHER WAY EXCEPT SITTING AND TRYING TO START IT OVER  
AND OVER AFTER TURNING ON FLASHERS AND WAVING

26 <sup>71</sup> NHTSA ID 11339322.

27 <sup>72</sup> NHTSA ID 11339748.

28 <sup>73</sup> NHTSA ID 11342553.



1 TRAFFIC AROUND US.<sup>74</sup>

2 326. On September 14, 2020, the owner of a 2017 Honda Pilot filed the  
3 following complaint with NHTSA:

4 WHEN MY 2017 HONDA PILOT TOURING ENTERS IDLE STOP  
5 MODE, IT HAS BEGUN TO STALL WHEN YOU RELEASE THE  
6 BRAKE TO RE-ENGAGE THE ENGINE. THIS HAPPENED FIRST IN  
7 A PARKING LOT ON 6/17/20 WHEN LEAVING PARKING AREA TO  
8 ENTER MAIN ROAD. VEHICLE SHIFTS INTO NEUTRAL. MUST  
9 PUT IT INTO PARK. THEN HIT START BUTTON. THEN PUT  
10 VEHICLE BACK INTO DRIVE. TOOK IT TO DEALERSHIP (UNDER  
11 WARRANTY) ON 6/23/20. COULD NOT DUPLICATE PROBLEM,  
12 BUT IDENTIFIED CODES: P170B-DOG CLUTCH A ABNORMAL  
13 OPERATION, U0230-GAUGE LOST COMM W/PTG, U1281-GAUGE  
14 LOST COMM W/MICU, U0199-MICU LOST COMM W/MASTER  
15 SWITCH, U0180-CLIMATE CONTROL LOST COMM W/MASTER  
16 SWITCH. TECHNICIAN NOTED IN REPORT THAT THEY  
17 INSPECTED THE FREEZE DATA, TRANS HAD NO INPUT SPEED,  
18 SO CODE MUST HAVE SET DURING AN IDLE STOP. THE  
19 TECHNICIANS COULD NOT REPLICATE THE PROBLEM, SO  
20 THEY RESET THE CODE AND ASKED ME TO BRING THE  
21 VEHICLE BACK IN IF IT HAPPENED AGAIN. WHILE DRIVING ON  
22 THE FREEWAY ON A BRIDGE CROSSING THE COLUMBIA  
23 RIVER ON 6/23/20, THIS HAPPENED AGAIN. I WAS IN STOP-AND-  
24 GO TRAFFIC IN THE CENTER LANE OF THE BRIDGE. AFTER  
25 ONE OF MANY SHORT IDLE STOPS (ENGINE OFF FOR ABOUT 1  
26 SECOND) I TOOK MY FOOT OFF THE BRAKE AND THE ENGINE  
27 STALLED. SAME ISSUE. SHIFTS TO NEUTRAL. MUST PUT IN  
28 PARK. HIT START BUTTON (TWICE). ENGINE STARTS. SHIFT  
BACK INTO DRIVE. TOOK 30-60 SECONDS WHILE TRAFFIC  
TRIES TO MANEUVER AROUND ME. LUCKY I WAS IN THE  
MIDDLE OF THE QUEUE (NOT BACK) AS TAKING MY FOOT OFF  
THE BRAKES WOULD IMPLY TO THE DRIVER BEHIND ME  
THAT I WILL BE MOVING AGAIN. DEFINITELY A SAFETY  
HAZARD THAT COULD ULTIMATELY LEAD TO  
INJURY/DEATH. I RETURNED THE VEHICLE TO THE  
DEALERSHIP AGAIN. THEY DID NOT FIND ANY CODES THIS  
TIME. TRIED TO RETURN MY VEHICLE TO ME WITHOUT DOING

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<sup>74</sup> NHTSA ID 11342856.



1 ANYTHING. I ARGUED PER MY PREVIOUS VISIT THAT THEY  
2 HAD RESET THE CODES AND ASKED ME TO RETURN IF THIS  
3 RECURRED. AWAITING RESOLUTION.<sup>75</sup>

4 327. On September 30, 2020, the owner of a 2017 Honda Pilot filed the  
5 following complaint with NHTSA:

6 WHEN I'VE BEEN STOPPED AT A RED LIGHT I'VE TAKEN MY  
7 FOOT OFF THE BRAKE TO HIT THE GAS PEDAL. BEFORE I  
8 TOUGH THE GAS, THE DASHBOARD SHOWS AN "EMISSIONS  
9 SYSTEM PROBLEM" LIGHT AND THE ENGINE DIES. I'VE HAD  
10 TO FRANTICALLY RESTART THE CAR AND WAS ALMOST  
11 REAR-ENDED. IT'S HAPPENED 5 TIMES. I HAD REPORTED THIS  
12 PROBLEM TO DEALER AND THEY WERE OF NO HELP. THEY  
13 SAID THEY CHECKED THE COMPUTER AND THERE WAS NO  
14 HISTORY OF ANY ISSUE. AGAIN, I'M WRITING TO DOCUMENT  
15 THIS CONCERN AS IT'S DANGEROUS THE HONDA DEALERS  
16 NEED TO KNOW HOW TO ADDRESS THE PROBLEM. I'VE  
17 LOOKED ONLINE AND I AM NOT THE ONLY PERSON WHO HAS  
18 REPORTED THIS ISSUE. WHAT IS THE SOLUTION? THIS  
19 CONDITION IS NOT SAFE AND NEEDS TO BE FIXED.<sup>76</sup>

20 328. On October 17, 2020, the owner of a 2016 Honda Pilot filed the following  
21 complaint with NHTSA:

22 MY CAR WILL DIE AFTER BEING STOPPED (EX. AT A RED  
23 LIGHT, STOP SIGN) AND WILL NOT RESTART RIGHT AWAY.  
24 SOMETIMES IT DOESN'T DIE COMPLETELY. WHEN IT DOES  
25 YOU ARE UNABLE TO PUT THE CAR INTO PARK OR ENGAGE  
26 THE EMERGENCY LIGHTS. THIS HAS HAPPENED WHERE WE  
27 WERE STOPPED AT A RED-LIGHT AND THE CAR DIED AND  
28 WOULD NOT RESTART. A CAR BEHIND US WAS APPROACHING  
THE LIGHT AND SAW THAT IT WAS GREEN, QUICKLY CAME  
UP BEHIND US HONKING THEIR HORN AND LUCKY WAS ABLE  
TO MOVE TO THE OTHER LANE TO AVOID HITTING US. THIS  
SEAMS TO HAPPEN WHEN WE FORGET TO TURN OFF THE  
AUTO IDLE STOP. THIS IS SOMETHING YOU HAVE TO PUSH

<sup>75</sup> NHTSA ID 11354935.

<sup>76</sup> NHTSA ID 11362102.

1 EVERYONE YOU START THE CAR. I TOOK THE CAR TO THE  
2 DEALER THEY PUT IN A NEW TRANSMISSION AND CHANGED  
3 THE TIMING BELT. PREVIOUSLY I HAD THE CARS FUEL  
4 INJECTORS REPLACED. AFTER ALL THIS WORK THE CAR IS  
5 STILL DYING AND IT IS HAPPENING MORE FREQUENTLY. THE  
6 DEALERSHIP SAYS THEY HAVE HEARD OF THIS PROBLEM BUT  
7 DON'T KNOW OF A FIX YET.<sup>77</sup>

8 329. On October 24, 2020, the owner of a 2017 Honda Pilot filed the following  
9 complaint with NHTSA:

10 I HAVE 30,000+ MILES ON MY 2017 PILOT ELITE. ABOUT A YEAR  
11 AGO, I STARTED EXPERIENCING ISSUES WITH THE AUTO IDEL  
12 STOP FEATURE. I FIRST NOTICED THAT THE AUTO IDLE-STOP  
13 WAS HESITATING WHEN THE ENGINE WOULD START UP UPON  
14 LIFTING MY FOOT OFF OF THE GAS. LATER, IN CONJUNCTION  
15 WITH THE ENGINE HESITATION, I NOTICED THAT THE RADIO  
16 WOULD ALSO "CUT OUT" AND THE WHOLE CAR WOULD TURN  
17 OFF AND BACK BEFORE BEING ABLE TO DRIVE. AFTER THAT,  
18 THE ISSUE PROGRESSED TO THE VEHICLE COMPLETELY  
19 STALLING OUT AND I WOULD HAVE TO PUSH PARK, PUT MY  
20 FOOT ON THE BRAKE AND THEN PUSH START IN ORDER TO  
21 GET THE VEHICLE TO MOVE. THESE STALL OUTS ARE  
22 HAPPENING JUST AS I PULL OUT INTO TRAFFIC, OFTEN  
23 LEAVING ME AND MY FAMILY IN HARM'S WAY. THIS IS NOT  
24 SAFE. UPON TAKING THE VEHICLE TO THE DEALER I GET THE  
25 STANDARD LINE OF "WE CAN'T REPRODUCE THE ISSUE" AND  
26 I AM SENT ON MY WAY ONLY TO LATER CONTINUALLY  
27 EXPERIENCE THE ISSUE. NOT HAPPY WITH HONDA. THE  
28 NHTSA NEEDS TO MAKE THEM ADDRESS THIS ISSUE.<sup>78</sup>

329. On November 10, 2020, the owner of a 2017 Honda Pilot filed the  
following complaint with NHTSA:

WHILE STOPPED THE AUTO STOP ENGAGES TURNS OFF THE  
ENGINE AND IF THE AC IS RUNNING AT THAT TIME, INSTEAD  
OF THE THE ENGINE RESTARTING WHEN THE GAS PEDAL IS

<sup>77</sup> NHTSA ID 11364808.

<sup>78</sup> NHTSA ID 11366226.

1 ENGAGED, THE CAR STALLS AND SHUTS DOWN. DEALER  
2 STATES CANNOT CORRECT THE ISSUE (PERMANENTLY TURN  
3 OFF AUTO STOP). I SEE MULTIPLE COMPLAINTS SO FAR  
4 RELATED TO THIS DESIGN ERROR BUT NO ACTION IN TERMS  
5 OF RECALLS.<sup>79</sup>

6 331. On January 6, 2021, the owner of a 2017 Honda Pilot filed the following  
7 complaint with NHTSA:

8 WHEN THE AUTO STOP START IS ON WHEN STOPPED AT A  
9 TRAFFIC LIGHT OR ANY STOP FOR THAT MATTER THE CAR  
10 SOMETIMES STALLS OUT OR IT HAS A DELAYED RESTART  
11 WHERE THE RADIO AND CAR SOUNDS LIKE IT TURNS OFF AND  
12 THEN BACK ON AND THEN YOU CAN GO. SOMETIMES IT  
13 COMPLETELY STALLS AND YOU HAVE TO PUT THE CAR IN  
14 PARK AND RESTART IT. IT STARTED HAPPENING RANDOMLY  
15 NOW IT IS HAPPENING MORE OFTEN. IT HAPPENS A LOT WHEN  
16 I AM DRIVING AROUND TOWN IT HAS NOT HAPPENED WHEN I  
17 WAS DRIVING ON THE HIGHWAY.<sup>80</sup>

18 332. On January 12, 2021, the owner of a 2016 Honda Pilot filed the following  
19 complaint with NHTSA:

20 THE AUTOMATIC START SYSTEM TURNS THE CAR OFF AND  
21 ON WHEN STOPPED AT A RED LIGHT OR STOP SIGN FOR  
22 EXAMPLE. THE FEATURE SOMETIMES WITHOUT ANY  
23 WARNING FAILS TO RESTART THE CAR AUTOMATICALLY.  
24 THE DRIVER MUST PUT THE CAR IN PARK, PUSH DOWN ON  
25 THE BRAKE, RESTART THE CAR AND THEN SHIFT INTO PARK  
26 TAKING A CONSIDERABLE AMOUNT OF TIME. THIS IS  
27 DANGEROUS FOR SO MANY REASONS AND IT MUST  
28 MANUALLY BE TURNED OFF BECAUSE IT DEFAULTS TO ON.  
WITH NO WARNING YOUR CAR COULD BE TURNED OFF AND  
NOT AUTOMATICALLY START WHEN IT'S SUPPOSED TO. THIS  
HAS HAPPENED TO ME MULTIPLE TIMES STOPPED AT RED  
LIGHT, STOP SIGNS AND IN STOP AND GO TRAFFIC. I WOULD  
LIKE TO EITHER HAVE A WARNING IN PLACE OR BE ABLE TO

<sup>79</sup> NHTSA ID 11373973.

<sup>80</sup> NHTSA ID 11386763.

1 PERMANENTLY DISABLE THIS DANGEROUS FEATURE.<sup>81</sup>

2 333. On January 21, 2021, the owner of a 2016 Acura MDX filed the following  
3 complaint with NHTSA:

4 IN SEPTEMBER 2020, CAR RANDOMLY TURNED OFF WHEN  
5 STOPPED AT A RED LIGHT (ON BUSY INTERSECTION) DURING  
6 IDLE MODE CAUSING THE CAR BEHIND US TO HIT WHEN  
7 LIGHT TURNED GREEN. NO DAMAGE WAS DONE TO MY CAR  
8 SINCE THE CAR WASN'T MOVING AT WAS HIT AT LOW  
SPEED.<sup>82</sup>

9 334. On January 21, 2021, the owner of a 2016 Honda Pilot filed the following  
10 complaint with NHTSA:

11 I WAS STOPPED AT A RED LIGHT AND MY ENGINE TURNED  
12 OFF FROM THE IDLE/STOP FEATURE. HOWEVER, WHEN I  
13 RELEASED THE BRAKES THIS TIME, THE CAR DID NOT TURN  
14 ON AS IT NORMALLY DOES. INSTEAD, THE WHOLE VEHICLE  
15 TURNED OFF AND IT TOOK ME SEVERAL TRIES TO TURN THE  
16 VEHICLE BACK ON. THIS HAS HAPPENED TO MY WIFE ON  
17 SEVERAL OCCASIONS. I REPLACED THE CAR BATTERY AND IT  
HAPPENED AGAIN A MONTH AFTER. MY PILOT WOULD NOT  
TURN ON AGAIN AFTER RELEASING THE BRAKES.<sup>83</sup>

18 335. On February 5, 2021, the owner of a 2016 Honda Pilot filed the following  
19 complaint with NHTSA:

20 THE AUTO SHUT OFF FEATURE TURNED THE ENGINE OFF AT  
21 A RED LIGHT - AND WOULD NOT TURN THE CAR BACK ON  
22 ONCE THE BRAKE WAS RELEASED. WE NEEDED TO JUMP THE  
23 PILOT TO GET IT TO TURN OVER AGAIN. AS THIS HAPPENED  
24 AT AN INTERSECTION ON A STATE HIGHWAY, WE WERE VERY  
25 LUCKY TO NOT BE REAR-ENDED! VERY UNSAFE AND THE  
MECHANIC SAID THERE IS NOTHING WRONG WITH

26 <sup>81</sup> NHTSA ID 11387715.

27 <sup>82</sup> NHTSA ID 11389169.

28 <sup>83</sup> NHTSA ID 11389300.

1 BATTERY!!<sup>84</sup>

2 336. On March 10, 2021, the owner of a 2016 Honda Pilot filed the following  
3 complaint with NHTSA:

4 TWICE IN THE LAST WEEK MY HONDA PILOT HAS SHUT OFF  
5 WHEN AUTO-IDLING AT A STOP LIGHT. THE CAR SHOULD  
6 REMAIN IN DRIVE BUT WHEN I LOOKED DOWN IT HAD  
7 SHIFTED TO NEUTRAL. THE FIRST MESSAGE ON THE DASH  
8 BRIEFLY FLASHED 'CRASH MITIGATION PROBLEM' AND  
9 THEN INSTRUCTED ME TO PUT THE CAR IN PARK AND PUSH  
10 THE ENGINE START BUTTON. AFTER THIS INCIDENT, I  
11 TURNED OFF THE CRASH MITIGATION SYSTEM. A COUPLE  
12 DAYS LATER (TODAY), THE SAME THING HAPPENED. NO  
13 CRASH MITIGATION SYSTEM FLASH BUT INSTRUCTIONS TO  
14 PUT THE CAR IN PARK AND PRESS THEN ENGINE START  
15 BUTTON. BOTH TIMES THE ENGINE WAS ON AND IN DRIVE.  
16 AUTO IDLING WAS ENABLED. I HAVE ONLY OWNED THIS CAR  
17 FOR TWO MONTHS.<sup>85</sup>

18 337. On March 22, 2021, the owner of a 2017 Honda Pilot filed the following  
19 complaint with NHTSA:

20 WHILE STOPPED AT AN INTERSECTION WITH THE BRAKE  
21 PEDAL DEPRESSED AND THE AIRCONDITIONING ON, THE  
22 ENGINE WENT INTO IDLE/FUEL SAVING SHUT DOWN MODE AS  
23 EXPECTED. WHEN THE BRAKE PEDAL WAS RELEASED AND  
24 THE ACCELERATOR PRESSED TO MOVE FORWARD AGAIN,  
25 THE ENGINE STALLED OUT AND NUMEROUS DASH WARNING  
26 LIGHTS ILLUMINATED. I PUT THE CAR IN THE PARK AND WAS  
27 ABLE TO RESTART THE CAR, BUT ONLY AFTER SEVERAL  
28 ATTEMPTS. FORTUNATELY I WAS IN MY NEIGHBORHOOD  
AND NOT AT A BUSY INTERSECTION IN HEAVY TRAFFIC. THIS  
IS THE FIRST OCCURRENCE I'VE HAD. I HAVE NO IDEA WHY  
THE PROBLEM OCCURS OTHER THAN THE IDLE SWITCH, IF  
THERE IS SUCH A THING, IS FAILING. I BOUGHT THE CAR NEW  
IN VA, DEC 2017 AND IT HAS ONLY 18000 MILES, NOW IN FL.

<sup>84</sup> NHTSA ID 11394835.

<sup>85</sup> NHTSA ID 11400245.

1 I'VE JUST READ NUMEROUS OTHER COMPLAINTS RELATING  
2 THE SAME OR SIMILAR SITUATIONS. MANY PEOPLE REPORT  
3 THE SITUATION WORSENS WITH TIME AND MOST HAVE HAD  
4 NO RESOLUTION FROM THEIR HONDA DEALERSHIPS. ISN'T IT  
5 TIME FOR HONDA TO BE TOLD TO FIX THIS PROBLEM BEFORE  
6 SOMEONE HAS AN ACCIDENT OR GETS INJURED??<sup>86</sup>

7 338. On April 7, 2021, the owner of a 2018 Honda Odyssey filed the following  
8 complaint with NHTSA:

9 OUR 2018 HONDA ODYSSEY ELITE HAS INTERMITTENT ISSUES  
10 WITH THE AUTO START/STOP FEATURE. AS CONTEXT, THE  
11 CAR ENGINE WILL AUTOMATICALLY STOP WHEN THE  
12 VEHICLE IS FULLY STOPPED, FOR EXAMPLE AT A RED LIGHT,  
13 AND A FEW OTHER CONDITIONS ARE MET (BRAKE PEDAL  
14 PRESSURE, BATTERY CHARGE, ELECTRICAL LOAD). OUR  
15 VEHICLE WHEN AUTO STOPPED MAY STALL WHEN  
16 ATTEMPTING TO RESUME DRIVING. WHEN THE DRIVER  
17 RELEASES THE BRAKE PEDAL AND PUSHES THE  
18 ACCELERATOR PEDAL, THE CAR FAILS TO AUTO START, OR  
19 AUTO STARTS WITH WARNING MESSAGES. WHEN THE CAR  
20 FAILS TO START, A VARIETY OF WARNING MESSAGES WILL  
21 BE DISPLAYED ON THE DASHBOARD. REMEDIATION VARIES.  
22 THE CAR MAY RESPOND TO SHIFTING TO PARK AND PUSHING  
23 THE IGNITION START/STOP BUTTON TWICE. AT TIMES, THE  
24 CAR MAY NOT RESPOND TO SHIFTING TO PARK AND IGNITION  
25 BUTTON ACTIONS. THE ONLY FIX THEN SEEMS TO BE A  
26 'HARD' SHUTOFF THAT REQUIRES OPENING THE DRIVER  
27 DOOR AND PUSHING THE IGNITION BUTTON, CLOSING THE  
28 DOOR, PUSHING THE IGNITION BUTTON, AND SHIFTING TO  
DRIVE. WHEN THE SYSTEM PARTIALLY FAILS, THE FRONT  
COLLISION WARNING/MITIGATION SYSTEM IS TEMPORARILY  
DISABLED. MY CAR IS CURRENT ON ALL RECALLS. I  
RECENTLY HAD DEALER SERVICE, AND THEY CONFIRMED  
THERE ARE NO KNOWN BULLETINS FOR THIS ISSUE. THE CAR  
IS CURRENT ON MAINTENANCE SCHEDULE AND IS  
OTHERWISE IN VERY GOOD OPERATION CONDITION. THIS  
SITUATION CAR BE QUITE STRESSFUL WHEN AT A BUSY  
INTERSECTION, OR WHEN TRYING TO PULL OUT TO MERGE

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<sup>86</sup> NHTSA ID 11404268.



1 INTO A MAJOR ROAD FROM A STOP. THIS FAILURE COULD BE  
2 VERY DANGEROUS IF YOU NEEDED TO MOVE THE VEHICLE  
3 QUICKLY, FOR EXAMPLE IF STOPPED NEAR A RAILROAD  
4 CROSSING. THE AUTO START/STOP SYSTEM IS ENABLED BY  
5 DEFAULT TO IMPROVE FUEL ECONOMY. IT CAN BE  
6 MANUALLY DISABLED, HOWEVER IT RESETS WITH EACH  
7 SHUTOFF. I WOULD PERMANENTLY DISABLE IT, HOWEVER,  
8 THAT IS NOT POSSIBLE APPARENTLY FOR EPA REASONS. I  
9 HAVE VIDEOS SHOWING THIS BEHAVIOR.<sup>87</sup>

10 339. On April 15, 2021, the owner of a 2017 Acura MDX filed the following  
11 complaint with NHTSA:

12 TL\* THE CONTACT OWNS A 2017 ACURA MDX. THE CONTACT  
13 STATED THAT WHILE DRIVING AT 45 MPH, THE VEHICLE  
14 STALLED AS THE EMISSION AND PARKING BRAKE WARNING  
15 LIGHTS ILLUMINATED ON THE INSTRUMENT PANEL. THE  
16 CONTACT STATED THAT AFTER EXPERIENCING THE FAILURE,  
17 THE VEHICLE RESUMED NORMAL OPERATION AS THE  
18 WARNING REMAINED ILLUMINATED ON THE INSTRUMENT  
19 PANEL. THE CONTACT THEN TOOK THE VEHICLE TO LINDSAY  
20 ACURA (5880 SCARBOROUGH BLVD, COLUMBUS, OH 43232)  
21 WHERE THEY WERE UNABLE TO DUPLICATE OR DIAGNOSE  
22 THE FAILURE. THE MECHANIC CLEARED THE WARNING  
23 LIGHTS OFF THE INSTRUMENT PANEL. THE CONTACT STATED  
24 THAT THE FAILURE PERSISTED SOON AFTER THE RETURN OF  
25 THE VEHICLE. THE MANUFACTURER WAS NOT NOTIFIED OF  
26 THE FAILURE. THE VEHICLE WAS NOT REPAIRED. THE  
27 FAILURE MILEAGE WAS UNKNOWN.<sup>88</sup>

28 340. On April 22, 2021, the owner of a 2017 Honda Pilot filed the following  
complaint with NHTSA:

TL\* THE CONTACT OWNS A 2017 HONDA PILOT. THE CONTACT  
STATED THAT WHILE DRIVING 15 MPH, THE VEHICLE SHUT-  
OFF WHILE DEPRESSING THE BRAKE PEDAL. THERE WERE  
SEVERAL UNKNOWN WARNING LIGHTS ILLUMINATED. THE

<sup>87</sup> NHTSA ID 11413718.

<sup>88</sup> NHTSA ID 11408246.



1 POLICE WERE CALLED TO SCENE AS MULTIPLE ATTEMPTS TO  
2 SHIFT THE VEHICLE INTO NEUTRAL OR TO RESTART THE  
3 VEHICLE FAILED. THE CONTACT WAS FINALLY ABLE TO  
4 RESTART THE VEHICLE AND RECEIVED A POLICE ESCORT TO  
5 WEST BROAD HONDA (7014 W BROAD ST, RICHMOND, VA  
6 23294) HOWEVER, A DIAGNOSTIC TEST WAS STILL PENDING.  
THE VEHICLE WAS NOT REPAIRED. THE MANUFACTURER  
WAS NOTIFIED OF THE FAILURE AND A CASE WAS FILED. THE  
FAILURE MILEAGE WAS APPROXIMATELY 68,000.<sup>89</sup>

7  
8 341. On May 6, 2021, the owner of a 2016 Honda Pilot filed the following  
9 complaint with NHTSA:

10 RECURRING PROBLEM WITH IDLE STOP FEATURE CAUSING  
11 CAR ENGINE TO SHUT OFF COMPLETELY (EVEN WHEN  
12 DISABLED), RESULTING IN AN ERROR MESSAGE AND  
13 REQUIRING THE CAR TO BE TURNED OFF AND ON. THIS IS A  
14 SAFETY ISSUE WHILE DRIVING, ESPECIALLY IF IN AN  
15 INTERSECTION WHILE TURNING.  
16 [HTTPS://WWW.CARPROBLEMZOO.COM/HONDA/PILOT/CAR-  
STALL-PROBLEMS.PHP](https://www.carproblemzoo.com/honda/pilot/car-stall-problems.php)  
[HTTPS://WWW.PILOTEERS.ORG/THREADS/ELITE-SHUTS-OFF-  
AT-STOP-LIGHT.157005/PAGE-13](https://www.piloteers.org/threads/elite-shuts-off-at-stop-light.157005/page-13)<sup>90</sup>

17 342. On May 6, 2021, the owner of a 2017 Honda Pilot filed the following  
18 complaint with NHTSA:

19 AFTER EXITING AN INTERSTATE HIGHWAY AND STOPPING AT  
20 A STOP SIGN, THE AUTO-STOP FEATURE ENGAGED. WHEN THE  
21 BRAKE WAS RELEASED THE ENGINE STARTED AND THE CAR  
22 MOVED FORWARD A FEW FEET THEN SHUT DOWN  
23 COMPLETELY. THERE WAS A MOMENTARY WARNING TO PUT  
24 THE CAR IN PARK, BUT IT DISAPPEARED WHEN THE  
25 ELECTRICAL SYSTEM COMPLETELY SHUT DOWN AND ALL  
26 SCREENS WENT BLANK. I PRESSED THE BRAKE PEDAL AND  
THE START BUTTON, BUT THE ENGINE DID NOT START. I  
RELEASED AND PRESSED THE BRAKE AGAIN AND THE CAR

27 <sup>89</sup> NHTSA ID 11413337.

28 <sup>90</sup> NHTSA ID 11415456.

1 STARTED. THE TRANSMISSION WAS IN PARK AND I HAD TO  
2 PUSH THE DRIVE BUTTON SEVERAL TIMES FOR IT TO  
3 ENGAGE. LUCKILY THERE WAS NO TRAFFIC BECAUSE I WAS  
4 BLOCKING THE EXIT AND THE ROAD. AFTER THE ENGINE  
5 STARTED IT TOOK SOME TIME FOR ALL THE SYSTEMS TO  
6 POWER UP.<sup>91</sup>

7 343. On May 7, 2021, the owner of a 2016 Honda Pilot filed the following  
8 complaint with NHTSA:

9 THE "AUTO IDLE-STOP" IS AUTOMATICALLY ENGAGED ON  
10 THIS VEHICLE. WHENEVER IT IS "ON" THE CAR WILL STALL  
11 AND SHUT DOWN WHEN STOPPING IN TRAFFIC OR AT LIGHTS.  
12 HAVE BROUGHT TO HONDA, THEY SAY IT CANNOT BE FIXED  
13 AND ITS VERY DANGEROUS.<sup>92</sup>

14 344. On May 24, 2021, the owner of a 2018 Honda Pilot filed the following  
15 complaint with NHTSA:

16 WHEN MY VEHICLE HAS THE AUTO IDLE STOP FEATURE  
17 TURNED ON, THERE ARE SEVERAL TIMES WHEN I HAVE BEEN  
18 SITTING AT A STOP LIGHT OR IN A MEDIAN WAITING TO PULL  
19 ACROSS OR MERGE INTO TRAFFIC, AND THIS FEATURE  
20 ENGAGES AND WHEN YOU TAKE YOUR FOOT OFF THE BRAKE  
21 AND THE ENGINE IS SUPPOSED TO AUTO RESTART, THE  
22 ENGINE STOPS COMPLETELY INSTEAD AND SHIFTS ITSELF  
23 INTO NEUTRAL WHICH REQUIRES YOU TO HAVE TO PUT  
24 VEHICLE IN PARK AND COMPLETELY RESTART THE WHOLE  
25 CAR. HAS BEEN HAPPENING SEVERAL TIMES IN THE LAST  
26 YEAR. I HAVE TAKEN IT IN TO HAVE THE BATTERY CHECKED  
27 AND IT CHECKS FINE. THE CAR IS NOT THROWING ANY  
28 CODES. THIS CAN BE PARTICULARLY DANGEROUS WHEN  
YOU ARE IN A MEDIAN TRYING TO PULL ACROSS A BUSY  
HIGHWAY AS YOUR CAR JUST COMPLETELY DIES ON YOU.  
ALSO A PROBLEM WHEN YOU ARE AT A RED LIGHT AND IT  
TURNS GREEN AND EVERYONE STARTS ROLLING AND YOUR  
CAR COMPLETELY DIES, THIS INCREASES YOUR CHANCE OF

<sup>91</sup> NHTSA ID 11415459.

<sup>92</sup> NHTSA ID 11415538.

1 BEING REAR-ENDED. IF I MANUALLY TURN THE AUTO IDLE  
2 STOP FEATURE OFF WHEN I INITIALLY TURN THE CAR ON,  
3 THIS PROBLEM DOES NOT HAPPEN..... BUT THIS IS EVERY  
4 EASY TO FORGET AS THIS IS AN AUTOMATIC FEATURE WHEN  
YOUR CAR IS INITIALLY STARTED..<sup>93</sup>

5 345. On May 29, 2022, the owner of a 2017 Acura MDX filed the following  
6 complaint with NHTSA:

7 THE VEHICLE STALLS AND LOSES ALL POWER WHEN COMING  
8 OUT OF AUTO IDLE STOP. THIS IS A DEFAULT FEATURE THAT  
9 SHUTS THE ENGINE OFF WHEN THE VEHICLE STOPS TO  
10 CREATE FUEL EFFICIENCY. BUT IT IS CREATING A TERRIBLE  
11 SAFETY ISSUE OF HAVING VEHICLES UNEXPECTEDLY  
12 STOPPED ON THE ROADWAY. THE FEATURE CANNOT BE  
13 PERMANENTLY TURNED OFF. COMMON ISSUE ON MDX  
FORUMS WITHOUT ANY REAL SOLUTION FROM DEALERSHIP  
MECHANICS.<sup>94</sup>

14 346. On June 14, 2021, the owner of a 2017 Honda Pilot filed the following  
15 complaint with NHTSA:

16 OCCASIONAL HE WHEN THE AUTO START STOP FUNCTION IS  
17 ACTIVATED THE CAR WILL DIE AND NOT TURN BACK ON.  
18 AFTER THE CAR HAS DIED AND YOU RELEASE YOUR FOOT  
19 FROM THE BREAK NOTHING HAPPENS AND MULTIPLE LIGHTS  
20 WILL TURN ON THE DASHBOARD BUT THE CAR WILL NOT  
21 RESTART UNLESS YOU PUT IT IN PARK PRESS THE START  
22 BUTTON MULTIPLE TIMES. THIS IS VERY FRUSTRATING AND  
23 VERY DANGEROUS ESPECIALLY IF YOU'RE SITTING OUTSIDE  
24 AT A BUSY INTERSECTION. I'VE SEEN NUMEROUS REPORTS  
OF THIS ON THE INTERNET AND IT'S BEEN GOING ON OVER  
THE LAST SEVERAL MONTHS. I TRIED TO TAKE THE VEHICLE  
TO THE DEALER AND THEY TOLD ME IT WAS NOT ANYTHING  
THEY CAN COVER ON THE WARRANTY I'D HAVE TO PAY OUT

25 <sup>93</sup> NHTSA ID 11418363.

26 <sup>94</sup> NHTSA ID 11466572.

27

28

1 OF POCKET.<sup>95</sup>

2 347. On June 2, 2021, the owner of a 2017 Acura TLX filed the following  
3 complaint with NHTSA:

4 CAR STALLED WHILE IN TRAFFIC LINE WITH AUTO IDLE  
5 ENGAGED. TOOK FOOT OFF BRAKE TO MOVE FORWARD AND  
6 CAR STALLED. UNABLE TO RESTART CAR AFTER THE STALL.  
7 HAD TO BE TOWED TO HONDA DEALERSHIP, THEY ASSESSED  
8 IT WAS AN ALTERNATOR ISSUE. ALTERNATOR REPLACED  
9 CAR STARTS NORMALLY. DROVE CAR FOR APPROXIMATELY  
10 30 MIN AND HAD TURNED OFF THE AUTO IDLE FEATURE. CAR  
11 STALLED AGAIN AFTER SITTING IN TRAFFIC AND TRYING TO  
12 MOVE AHEAD. THIS TIME CAR RESTARTED WITHOUT ISSUE.  
NO WARNINGS OR MESSAGES ON THAT I NOTICED. HAVE  
READ MANY FORUMS THAT DESCRIBE SIMILAR ISSUES TO  
HONDA AND ACURA'S<sup>96</sup>

13 348. On June 14, 2021, the owner of a 2019 Honda Pilot filed the following  
14 complaint with NHTSA:

15 WHEN AUTO ENGINE IDLE IS ON AFTER COMING TO A STOP  
16 AT A LIGHT OR STOP SIGN UPON ACCELERATION SOME TIMES  
17 THE CAR WILL STALL AND THEN AN ERROR MESSAGE WILL  
18 COME ON THE DASH "COLLISION MITIGATION BRAKING  
19 SYSTEM ERROR" THIS HAPPENS MULTIPLE TIMES A WEEK  
20 WHEN DRIVING I HAVE TAKEN TO HONDA DEALERSHIP AND  
21 THE BLEW ME OFF SAYING THEY COULD NOT REPLICATE THE  
ISSUE BUT I HAVE COME ACROSS MANY OTHER PEOPLE  
ONLINE WITH THE SAME ISSUE.<sup>97</sup>

22 349. On June 28, 2021, the owner of a 2016 Honda Pilot filed the following  
23 complaint with NHTSA:

24 THE AUTO IDLE ENGINE MALFUNCTIONED AND WOULD NOT  
25 ALLOW THE CAR TO START AGAIN AT AN INTERSECTION.

26 <sup>95</sup> NHTSA ID 11420943.

27 <sup>96</sup> NHTSA ID 11419305.

28 <sup>97</sup> NHTSA ID 11420818.

1 PREVIOUSLY, IT HAS BEEN STALLING OUT AND TURNS THE  
2 ELECTRICAL OF THE CAR OFF (RADIO) WHEN ENGAGING BUT  
3 THIS TIME THE CAR WOULD NOT START AT ALL. AFTER  
4 APPROXIMATELY 90 SECONDS I WAS ABLE TO TURN THE CAR  
BACK ON.<sup>98</sup>

5 350. On June 28, 2021, the owner of a 2017 Honda Pilot filed the following  
6 complaint with NHTSA:

7 WHILE IDLE AT RED LIGHT, THE AUTOMATIC IDOL  
8 ACTIVATED WHEN I PRESS BRAKE WITH CONSISTENT  
9 PRESSURE. WHEN I RELEASED THE BRAKE TO START GOING  
10 FORWARD AND ENGAGE THE GAS PEDAL; ALL RED LIGHT  
11 INDICATORS TURNED ON (PARKING BRAKES AND SHIFTED  
12 INTO NEUTRAL) AND THE CAR FULLY SIEZED UP. NO POWER,  
13 NO ABILITY PUT CAR IN PARK OR DRIVE. I ATTEMPTED TO  
14 PUT IN PARK AND START CAR WITH ON/OFF SWITCH BUT GOT  
15 NO REACTION FROM CAR . NO BRAKE FUNCTION. I SAT IN AN  
16 UNRESPONSIVE VEHICLE AT 4-WAY RED LIGHT  
17 INTERSECTION. I ACTIVATED MY EMERGENCY FLASHERS  
18 YET. I REPETITIVELY KEPT PUSHING POWER BUTTON IN  
EFFORT FOR CAR TO RESPOND AND RESTART, EVENTUALLY  
DID AND WAS ABLE TO DRIVE OFF. WORKING ON TAKING  
INTO DEALERSHIP. THIS HAPPENED APPROX 1 MONTH AGO, A  
VERY SIMILAR SITUATION OCCURRED AGAIN TODAY  
6/27/2021 ON I45 RETURNING FORM AUSTIN TX.<sup>99</sup>

19 351. On July 2, 2021, the owner of a 2017 Honda Pilot filed the following  
20 complaint with NHTSA:

21 AUTO ENGINE IDLE STOP SYSTEM - RESTART FAILURE.  
22 TYPICAL EVEN BELOW: 1)AUTO ENGINE IDLE STOP -ENGAGES  
23 NORMALLY (I.E. ENGINE STOPS AT LIGHT). 2)WHEN TIME FOR  
24 ENGINE TO RESTART, IT DOESN'T RESTART, THE MID SHOWS  
25 ERROR MESSAGE AND INSTRUCTS DRIVER TO "PLACE CAR IN  
26 PARK". 3)NEXT MESSAGE IS TYPICALLY TO STEP ON BRAKE  
AND PRESS START. 4)THIS RESTART PROCESS IN NEVER

27 <sup>98</sup> NHTSA ID 11422582.

28 <sup>99</sup> NHTSA ID 11422535.

1 QUICK BUT OFTEN 20-30 SECONDS. THIS ISSUE PUTS ME AT A  
2 RISK OF BEING REAR ENDED AT A GREEN LIGHT AND IS A  
3 SAFETY ISSUE! I WOULD MAKE THE CAR AVAILABLE FOR  
4 INSPECTION. THE DEALER HAS NOT BEEN ABLE TO  
5 REPRODUCE. HOWEVER, IT HAS OCCURRED 3 X IN THE LAST  
6 1000 MILES. OTHER THAN THE DEALER, NO ONE ELSE HAS  
7 INSPECTED. NO WARNINGS WERE RECEIVED BEFORE IT FIRST  
8 NOR SUBSEQUENTLY APPEARED. I BELIEVE THIS FIRST  
9 APPEARED IN SUMMER 2019. IT APPEARED MULTIPLE TIMES  
10 IN 2020 AND AGAIN IN 2021. I TOOK IT TO THE DEALER IN 2019  
11 AND 2020. I WILL SCHEDULE ANOTHER DEALER APPOINT  
12 NOW.<sup>100</sup>

13  
14 352. On July 8, 2021, the owner of a 2016 Honda Pilot filed the following  
15 complaint with NHTSA:

16 AUTO IDLE SHUT OFF STALLS THE CAR. ONCE THE CAR IS  
17 STOPPED...THE ENGINE WILL SHUT OFF. WHEN I TAKE MY  
18 FOOT OFF THE BRAKE...THE ENGINE STALLS, GOES INTO  
19 PARK..SEVERAL LIGHTS COME UP ON THE DASH. THIS IS VERY  
20 CONCERNING....ESPECIALLY WHEN IT IS DIFFICULT TO START  
21 THE CAR BACK UP AGAIN.<sup>101</sup>

22  
23 353. On July 15, 2021, the owner of a 2016 Honda Pilot filed the following  
24 complaint with NHTSA:

25 OCCASIONALLY, THE ENGINE DOES NOT AUTOMATICALLY  
26 RE-START AFTER THE IDLE ENGAGES. THIS HAS HAPPENED  
27 MULTIPLE TIMES OVER THE LAST COUPLE OF YEARS. THE  
28 RESULT IS A STALLED VEHICLE, SOMETIMES AT BUSY  
INTERSECTIONS. THIS IS CONFUSING, ANNOYING, AND  
POTENTIALLY DANGEROUS --- THANKFULLY SO FAR THE  
DRIVERS BEHIND ME HAVE REACTED QUICKLY TO A  
STALLED VEHICLE IN FRONT OF THEM. THE VEHICLE ALSO  
SEEMS TO HESITATE WHEN ATTEMPTING TO START  
MANUALLY. THE SITUATION CAN BECOME QUITE FRANTIC. I  
CHANGED THE ON-OFF PUSH BUTTON WHICH WAS HAVING

<sup>100</sup> NHTSA ID 11423256.

<sup>101</sup> NHTSA ID 11423874.



1 SOME OTHER PROBLEMS, BUT THE PROBLEM WITH THE  
2 ENGINE NOT RE-STARTING AFTER IDLE PERSISTS. I HAVE  
3 ALSO CHANGED THE BATTERY AND REGULARLY CHECK MY  
4 CURRENT BATTERY, BUT IT JUST HAPPENED AGAIN  
5 YESTERDAY AND I ALMOST GOT HIT! WHAT COMPONENT OR  
6 SYSTEM FAILED OR MALFUNCTIONED, AND IS IT AVAILABLE  
7 FOR INSPECTION UPON REQUEST? ENGINE AUTOMATIC RE-  
8 START AFTER IDLE. HOW WAS YOUR SAFETY OR THE SAFETY  
9 OF OTHERS PUT AT RISK? STALLED VEHICLE IN TRAFFIC. HAS  
10 THE PROBLEM BEEN REPRODUCED OR CONFIRMED BY A  
11 DEALER OR INDEPENDENT SERVICE CENTER? NO. HAS THE  
VEHICLE OR COMPONENT BEEN INSPECTED BY THE  
MANUFACTURER, POLICE, INSURANCE REPRESENTATIVES OR  
OTHERS? NO. WERE THERE ANY WARNING LAMPS, MESSAGES  
OR OTHER SYMPTOMS OF THE PROBLEM PRIOR TO THE  
FAILURE, AND WHEN DID THEY FIRST APPEAR? NO.<sup>102</sup>

12 354. On July 18, 2021, the owner of a 2017 Honda Pilot filed the following  
13 complaint with NHTSA:

14 WHEN USING THE AUTO IDLE STOP THE CAR WILL  
15 SOMETIMES COMPLETELY SHUT DOWN. WE COULD BE REAR  
16 ENDED IF SOMEBODY BEHIND US DOESN'T REALIZE THAT WE  
17 ARE STOPPED. HONDA HAS LOOKED AT IT MULTIPLE TIMES.  
18 THEY SAY THEY CAN NOT DUPLICATE IT SO THEY CAN'T FIX  
IT.<sup>103</sup>

19 355. On July 20, 2021, the owner of a 2017 Honda Pilot filed the following  
20 complaint with NHTSA:

21 THE AUTO IDLE STOP FEATURE WAS ENABLED AT THE TIME.  
22 WE CAME TO A COMPLETE STOP ON THE INTERSTATE  
23 HIGHWAY DUE TO TRAFFIC. WHEN TRAFFIC CLEARED AND I  
24 ATTEMPTED TO RESUME DRIVING, THE ENGINE DIED  
25 COMPLETELY AND PRESSING THE START BUTTON WOULD  
26 NOT RE-START THE ENGINE. WE WERE STUCK WITH A DEAD  
ENGINE IN THE MIDDLE OF THE HIGHWAY FOR ABOUT A

27 <sup>102</sup> NHTSA ID 11424916.

28 <sup>103</sup> NHTSA ID 11425332.



1 MINUTE BEFORE THE ENGINE FINALLY RESTARTED. THIS  
2 HAPPENED THREE ADDITIONAL TIMES SINCE THE ORIGINAL  
3 INCIDENT. I'VE TAKEN THE CAR TO THE DEALER BUT THEIR  
4 SERVICE TECHNICIANS WERE UNABLE TO REPLICATE THE  
5 ISSUE OR DIAGNOSE THE PROBLEM.<sup>104</sup>

6 356. On July 22, 2021, the owner of a 2019 Honda Pilot filed the following  
7 complaint with NHTSA:

8 WHILE STOPPED AT A RED LIGHT, THE ENGINE WOULD  
9 COMPLETELY SHUT OFF. I HAD TO RESTART THE CAR AND IT  
10 WOULD TAKE MULTIPLE ATTEMPTS TO TURN IT BACK ON.  
11 THE FIRST TIME IT HAPPENED, I THOUGHT IT WAS A BATTERY  
12 ISSUE. BUT I HAD SINCE CHANGED THE BATTERY AND THE  
13 PROBLEM STILL OCCURS. IT SEEMS TO HAPPEN WHEN THE  
14 IDLE MODE IS NOT TURNED OFF. THIS IS DANGEROUS AS IT  
15 COULD CAUSE AN ACCIDENT TO HAVE YOUR CAR SUDDENLY  
16 STOP WORKING IN THE MIDDLE OF TRAFFIC.<sup>105</sup>

17 357. On July 27, 2021, the owner of a 2018 Honda Pilot filed the following  
18 complaint with NHTSA:

19 "IDLE STOP SYSTEM" FAILS TO SUCCESSFULLY RESTART THE  
20 ENGINE AND RESULTS IN A STALL. SAFETY IS PUT AT RISK AS  
21 THE CAR BECOMES IMMOBILIZED AT A TRAFFIC  
22 INTERSECTION, RED LIGHTS, MIDDLE OF THE HIGHWAY.  
23 ANYWHERE THAT YOU CAME TO A COMPLETE STOP AND  
24 WERE NOT ABLE TO GET THE VEHICLE TO REENGAGE. I HAVE  
25 NOT YET TAKEN THE VEHICLE TO THE DEALER, THIS ISSUE  
26 HAS HAPPENED MULTIPLE TIMES AND HAS ALSO BEEN VERY  
27 WELL DOCUMENTED BY OTHERS ON THE INTERNET  
28 [HTTPS://WWW.CARPROBLEMZOO.COM/HONDA/PILOT/CAR-  
STALL-PROBLEMS.PHP](https://www.carproblemzoo.com/honda/pilot/car-stall-problems.php)  
[HTTPS://WWW.PILOTEERS.ORG/THREADS/ELITE-SHUTS-OFF-  
AT-STOP-LIGHT.157005/](https://www.piloteers.org/threads/elite-shuts-off-at-stop-light.157005/) THE VEHICLE HAS NOT BEEN  
INSPECTED AT THIS TIME NO WARNING LAMPS OR  
SYMPTOMS APPEAR PRIOR. WHEN YOU LIFT YOUR FOOT OFF

<sup>104</sup> NHTSA ID 11425707.

<sup>105</sup> NHTSA ID 11425989.

1 THE BRAKE PEDAL THE VEHICLE STALLS AND YOU ARE  
2 UNABLE TO DRIVE THE VEHICLE<sup>106</sup>

3 358. On July 31, 2021, the owner of an Acura MDX posted the following  
4 complaint with NHTSA:

5 WHEN AIR CONDITIONER IS RUNNING IN HOT SUMMER DAYS,  
6 THE CAR HESITATES TO RESTART (SOMETIMES) FOLLOWING  
7 IDLE STOP ENGINE SHUTOFF AFTER COMING TO A FULL STOP  
8 AT A STOP SIGN OR RED LIGHT. I STRONGLY FEEL THIS IS A  
9 SAFETY CONCERN AS THIS IMPEDES TRAFFIC AND CAN  
10 CAUSES ROAD RAGE. IF NEEDED I CAN SHARE VIDEO OF THIS  
11 SITUATION RECURRING TIME TO TIME. CAR STARTS JUST  
12 FINE EVERY SINGLE TIME OUTSIDE OF IDLE STOP SITUATIONS  
AND BATTERY HEALTH IS NEAR PERFECT. THERE ARE  
HUNDREDS OF FORUMS TALKING ABOUT THIS EXACT  
CONDITION ACROSS ACURA MODELS.<sup>107</sup>

13 359. On August 2, 2021, the owner of a 2019 Acura TLX filed the following  
14 complaint with NHTSA:

15 IDLE STOP SYSTEM WORKS PROPERLY 99.9% OF THE TIME.  
16 HOWEVER, THREE TIMES IN THE LAST 12 MONTHS, I WAS  
17 STOPPED AT A LIGHT AND WHEN I TOOK MY FOOT OFF THE  
18 BRAKE THE CAR DID NOT START. I TRIED TO RE-START, BUT  
19 IT DID NOT START IMMEDIATELY, TOOK ABOUT 10 TO 20  
20 SECONDS TO START. IN EACH OF THE CASES, I WAS ABLE TO  
21 RESTART JUST NOT RIGHT AWAY. THESE THREE INSTANCES  
22 WERE ABOUT FOUR MONTHS OR SO APART. THE SYSTEM WAS  
CHECKED BY ACURA SERVICE TWICE, AND NO ISSUES  
FOUND.<sup>108</sup>

23 360. On August 9, 2021, the owner of a 2017 Honda Pilot filed the following  
24 complaint with NHTSA:

25 THE CAR STALLS OUT AT TRAFFIC LIGHTS AND STOP SIGNS

26 <sup>106</sup> NHTSA ID 11426596.

27 <sup>107</sup> NHTSA ID 11427269.

28 <sup>108</sup> NHTSA ID 11427429.

1 DUE TO A FAILURE OF THE AUTOMATIC IDLE START/STOP  
2 FEATURE. IT APPEARS THIS IS A COMMON ISSUE THAT THERE  
3 IS NO KNOWN REPAIR FOR. IT CREATES FOR AN UNSAFE  
4 DRIVING SITUATION WHEN THE CAR DOES NOT GO WHEN THE  
LIGHT TURNS GREEN. I AM WAITING FOR THE DAY I AM REAR  
ENDED BY SOMEONE NOT PAYING ATTENTION.<sup>109</sup>

5  
6 361. On August 16, 2021, the owner of a 2016 Honda Pilot filed the following  
7 complaint with NHTSA:

8 THE CONTACT OWNS A 2016 HONDA PILOT. THE CONTACT  
9 STATED THAT WHILE AT A COMPLETE STOP, THE VEHICLE  
10 WOULD INTERMITTENTLY SHUT-OFF UPON DEPRESSION OF  
11 THE ACCELERATOR. THERE WERE SEVERAL UNKNOWN  
12 WARNING LIGHTS ILLUMINATED. THE CONTACT WAS ABLE  
13 TO RESTART THE VEHICLE SOON AFTER FAILURE AND  
14 RESUME NORMAL DRIVING. THE CONTACT HAD CALLED TWO  
15 DEALERS AND WAS INFORMED THAT THEY HAD NEVER  
16 HEARD OF SUCH A FAILURE. THE CONTACT WAS INFORMED  
17 BY EACH DEALER THAT HE WOULD BE CHARGED A  
DIAGNOSTIC FEE TO SERVICE THE VEHICLE. THE  
MANUFACTURER HAD YET TO BE NOTIFIED OF THE FAILURE.  
THE VEHICLE HAD YET TO BE REPAIRED. THE FAILURE  
MILEAGE WAS APPROXIMATELY 78,000.<sup>110</sup>

18 362. On August 24, 2021, the owner of a 2017 Honda Pilot filed the following  
19 complaint with NHTSA:

20 VEHICLE STALLS AFTER TRYING TO RETURN TO NORMAL IDLE  
21 AFTER THE IDLE-STOP SYSTEM HAS BEEN ENGAGED. VEHICLE  
22 MAY TAKE UP TO 5 MINUTES TO RESTART. VEHICLE HAS A  
23 FLY-BY-WIRE PUSH BUTTON TRANSMISSION SO THE VEHICLE  
24 CANNOT BE PLACED INTO NEUTRAL AND PUSHED OUT OF  
25 HARMS WAY WITHOUT THE ENGINE RUNNING (WHICH IT ISN'T  
26 SINCE IT STALLED AND WON'T RESTART). DEALERSHIP  
"FIXED" THE PROBLEM IN 2019 BY INSTALLING A NEW  
BATTERY WHICH WAS WARRANTIED FOR A BAD CELL.

27 <sup>109</sup> NHTSA ID 11428453.

28 <sup>110</sup> NHTSA ID 11429326.

1 PROBLEM RETURNS IN 2021. DEALERSHIP DECLARES THE  
2 BATTERY GOOD AND CLAIMS THAT THEY CANNOT REPLICATE  
3 THE PROBLEM, NOR HAVE THEY HEARD OF THIS ISSUE  
4 PREVIOUSLY. AND POSSIBLY RELATED TO ALL OF THE ABOVE:  
5 VEHICLE RAN NORMALLY (I.E., ENGINE RUNNING NORMALLY)  
6 UNTIL ALL INDICATOR LIGHTS CAME ON AND REMAINED ON.  
7 DEALER CLAIMS A NEW CAMSHAFT AND ASSOCIATED PARTS  
8 ARE NEEDED TO FIX THIS "NEW" PROBLEM.<sup>111</sup>

9 363. On August 26, 2021, the owner of a 2016 Honda Pilot filed the following  
10 complaint with NHTSA:

11 WHILE AT A STOP LIGHT MY IDOL STOP FUNCTION TURNED  
12 THE CAR OFF. WHEN THE LIGHT TURNED GREEN I LIGHTLY  
13 TOOK MY FOOT OFF THE BRAKE AND THE CAR TRIED TO  
14 TURN BACK ON (THE POWER CLICKED) BUT INSTEAD IT SHUT  
15 OFF THE CAR FULLY. ONLY THE CAR RADIO WAS STILL  
16 WORKING AS IF IT WAS IN ACCESSORY MODE. CAR DISPLAY  
17 SAID TO TURN THE CAR ON I NEEDED TO PRESS THE BRAKE  
18 AND PRESS THE IGNITION BUTTON. MY FOOT WAS STILL ON  
19 THE BRAKE. I PRESSED THE IGNITION BUTTON BUT NOTHING  
20 HAPPENED. PRESSED IT AGAIN AND NOTHING HAPPENED.  
21 LIFTED MY FOOT OFF AND ON THE BRAKE AND TRIED AGAIN.  
22 NOTHING. DISPLAY STILL READ PRESS BRAKE AND IGNITION.  
23 LIFTED MY FOOT OFF THE BRAKE AND ON AGAIN AND THEN  
24 PRESSED THE IGNITION, IT FINALLY RESTARTED THE CAR.  
25 EXTREMELY DANGEROUS SITUATION AS THIS TOOK NEARLY  
26 A MINUTE FOR THE CAR TO RESTART, THE LIGHT HAD JUST  
27 CYCLED AGAIN. DEALERSHIP COULD NOT REPLICATE THE  
28 SITUATION. THEY UPDATED THE CARS SOFTWARE AND IT DID  
NOT FIX THE PROBLEM. THEY SAID THE BATTERY WAS STILL  
GOOD BUT I HAD READ ON THE PILOTEERS.ORG WEBSITE  
THAT CHANGING THE BATTERY SEEMED TO SOLVE THE  
PROBLEM. I HAD THEM CHANGE THE BATTERY ANYWAY AND  
IT FIXED THE ISSUE, NOW NEARLY 2 YEARS LATER THE  
PROBLEM IS REOCCURRING AGAIN.<sup>112</sup>

111 NHTSA ID 11430372.

112 NHTSA ID 11430682.

1 364. On August 30, 2021, the owner of a 2018 Honda Pilot filed the following  
2 complaint with NHTSA:

3 I HAVE BEEN EXPERIENCING ISSUES WITH THE AUTO ENGINE  
4 IDLE STOP FEATURE. THE ELECTRICAL SYSTEM (RADIO &  
5 BLUE TOOTH) CUT OFF AND ON WHEN THE AUTO ENGINE  
6 IDLE STOP TRIES TO START AGAIN. THERE HAVE EVEN BEEN  
7 SEVERAL INSTANCES OF THE CAR CUTTING OFF  
8 COMPLETELY AND HAVING TO BE RESTARTED. THIS IS VERY  
9 UNSAFE. ONE OF THE INSTANCES OF THE CAR CUTTING OFF  
10 OCCURRED IN TRAFFIC AS WE STOPPED AND THEN STARTED  
MOVING AGAIN. THERE WERE SEVERAL PEOPLE IN THE CAR  
AT THE TIME. THE DEALER HAS NOT BEEN ABLE TO  
RECREATE THE ISSUE.<sup>113</sup>

11 365. On September 12, 2021, the owner of a 2017 Honda Pilot filed the  
12 following complaint with NHTSA:

13 THE AUTO IDLE STOP FEATURE ON THE VEHICLE POSES A  
14 SIGNIFICANT SAFETY HAZARD. ON MULTIPLE OCCASIONS,  
15 THE ENGINE DOESN'T RE START AFTER LIFTING YOUR FOOT  
16 OFF OF THE BRAKE. WE'VE HAD THE DEALER ASSESS  
17 SEVERAL TIMES, BUT THEY SIMPLY SAY THEY CAN'T REPEAT  
18 THE PROBLEM. IN THE MOST RECENT INSTANCE, WE WERE  
19 STOPPED AT A RED LIGHT AND THE AUTO IDLE STOP  
20 ENGAGED. WHEN THE LIGHT TURNED GREEN, I TOOK MY  
21 FOOT OFF OF THE BRAKE AND THE CAR DID T RE START. I HAD  
22 TO SHIFT FROM DRIVE TO PARK, AND TRIED TO RE START THE  
23 CAR A FEW TIMES BEFORE THE ENGINE RE STARTED. I WAS  
24 FORTUNATE I WASN'T REAR ENDED, AS CARS WERE COMING  
25 UP BEHIND ME IN EXCESS OF 40 MILES PER HOUR.  
26 THANKFULLY, THEY SAW MY HAZARD LIGHTS AND MOVED  
OVER BEFORE HITTING ME. THIS PROBLEM HAS BEEN  
REPORTED IN MULTIPLE FORUMS, TO INCLUDE HERE:  
[HTTPS://WWW.PILOTEERS.ORG/THREADS/AUTO-ENGINE-  
IDLE-STOP-SYSTEM-PROBLEM-MESSAGE.144153/](https://www.piloteers.org/threads/auto-engine-idle-stop-system-problem-message.144153/)  
UNFORTUNATELY, AND BY DESIGN, THE FEATURE CANNOT  
BE PERMANENTLY DISENGAGED. PLEASE FORCE HONDA TO

27 <sup>113</sup> NHTSA ID 11431074.  
28

1 TAKE IMMEDIATE ACTION BEFORE IT RESULTS IN  
2 FATALITIES!<sup>114</sup>

3 366. On September 14, 2021, the owner of a 2016 Honda Pilot filed the  
4 following complaint with NHTSA:

5 EVEN WITH “AUTO START” OFF, THE ENGINE WILL AND HAS  
6 DIED MULTIPLE TIMES AT FREEWAY SPEED, CAUSING A HUGE  
7 SAFETY ISSUE AS THE VEHICLE SUDDENLY DECELERATES  
8 WITH NO POWER; THIS IS AN OFTEN REPORTED PROBLEM  
9 (GOOGLE IT) THAT RANGES FROM DYING FROM A STOP TO  
10 DYING WHILE IN MOTION. THIS OFT REPORTED PROBLEM  
11 NEEDS TO BE ADDRESSED BY HONDA, BUT THEY SAY  
12 THEY’RE UNAWARE OF THIS ISSUE. THEY ARE LYING.  
IMAGINE DRIVING A BUSY METRO FREEWAY WHEN ALL OF A  
SUDDEN YOU LOSE POWER AND HAVE TO FIGHT FOR  
CONTROL OF YOUR STEERING AND BRAKES.<sup>115</sup>

13 367. On September 21, 2021, the owner of a 2016 Honda Pilot filed the  
14 following complaint with NHTSA:

15 AUTOMATIC IDLE ENGINE WAS ENABLE AND ONCE I TOOK  
16 MY FOOT OFF THE BRAKE, THE CAR STALLED. I WAS UNABLE  
17 TO START THE CAR FOR A MINUTE OR TWO AND HAD TO  
18 TURN OFF THE ENTIRE CAR AND THEN RESTART. THIS HAS  
HAPPENED MULTIPLE TIMES BEFORE THIS OCCASION.<sup>116</sup>

19 368. On September 22, 2021, the owner of a 2017 Honda Pilot filed the  
20 following complaint with NHTSA:

21 CAR STALLS AT IDLE WHEN YOU TAKE FOOT OFF OF BRAKE  
22 IN PREPARATION TO ACCELERATE. ERROR LIGHTS AND  
23 WARNINGS FLASH ON DASHBOARD, CAR AUTOMATICALLY  
24 SHIFTS TO NEUTRAL AND IT TAKES OVER A MINUTE TO  
25 RESTART. INCONSISTENTLY HAPPENS AND HONDA SERVICE  
TECHNICIANS REPORT THERE ARE NO ERROR CODES. THIS IS

26 <sup>114</sup> NHTSA ID 11432684.

27 <sup>115</sup> NHTSA ID 11432995.

28 <sup>116</sup> NHTSA ID 11433791.



1 HAPPENING TO MANY PEOPLE WITH THE SAME  
2 MAKE/MODEL. THIS IS A SERIOUS SAFETY AND DRIVABILITY  
3 ISSUE. PLEASE INVESTIGATE.<sup>117</sup>

4 369. On September 24, 2021, the owner of a 2018 Honda Pilot filed the  
5 following complaint with NHTSA:

6 AROUND 30K MILES THE KEYLESS SYSTEM DEGRADES. CAR  
7 WON'T START, SAYS KEY IS NOT PRESENT. AFRAID OF  
8 GETTING STRANDED SOMEWHERE. FORUM SHOWS MANY  
9 PEOPLE HAVING THIS ISSUE, I BELIEVE A RECALL FOR THIS IS  
10 NEEDED. PROBLEM SEEMS TO JUST GET WORSE AND WORSE  
11 OVER TIME. HAPPENS WITH BOTH KEY FOBS, REPLACED  
12 BATTERIES NO DIFFERENCE.  
13 [HTTPS://WWW.PILOTEERS.ORG/THREADS/KEYLESS-START-  
14 SYSTEM-PROBLEM-ERROR.142385/](https://www.piloteers.org/threads/keyless-start-system-problem-error.142385/)<sup>118</sup>

15 370. On October 12, 2021, the owner of a 2018 Honda Pilot filed the following  
16 complaint with NHTSA:

17 I WAS DRIVING MY KIDS TO SCHOOL WHEN I STOPPED AT THE  
18 SCHOOL INTERSECTION. I GO TO PRESS ON THE  
19 ACCELERATOR AS I NORMALLY WOULD AND IT WOULD NOT  
20 DRIVE, SO I PRESSED ON IT A LITTLE HARDER AS I WAS  
21 TURNING LEFT SINCE THERE WERE CARS APPROACHING. MY  
22 VEHICLE SUDDENLY JOLTED, MAKING MYSELF AND THE  
23 KIDS SHIFT/JUMP FROM THE FORCE. I THEN PROCEEDED  
24 DRIVING DOWN THE ROAD AND LET GO OF THE  
25 ACCELERATOR, AND MY SUV SUDDENLY STARTED TO FEEL  
26 LIKE IT WAS SLOWING ITSELF DOWN INSTANTANEOUSLY. IT  
27 FELT LIKE IT WAS TRYING TO MAKE THE VEHICLE'S SPEED  
28 GO DOWN TO 0. I THEN PRESSED ON THE ACCELERATOR  
AGAIN TO PREVENT IT FROM HAPPENING, BUT IT CONTINUED  
TO DO SO WHENEVER I LET GO. I HAD TO STOP AT THE  
SCHOOL'S PARKING LOT AND TURN OFF THE SUV  
COMPLETELY. WHEN I TURNED IT ON AGAIN AND BEGAN TO  
DRIVE, IT WAS FUNCTIONING NORMALLY. SINCE THEN, IT

<sup>117</sup> NHTSA ID 11433928.

<sup>118</sup> NHTSA ID 11434229.



1 HAS HAPPENED ABOUT 3 OR 4 TIMES, 1 OF WHICH HAPPENED  
2 ON THE EXPRESSWAY, WHICH WAS WAY SCARIER. I HAD TO  
3 GET OUT OF THE EXPRESSWAY AS IT WAS DANGEROUS. JUST  
4 YESTERDAY, I HAD A SEPARATE ISSUE WITH THE SUV THAT  
5 MAY SEEM RELATED IN RETROSPECT. MY SUV DID NOT WANT  
6 TO TURN ON. I EXPERIENCED ALL OF THE DASHBOARD  
7 LIGHTS FLICKERING, AND BEING UNABLE TO START IT. IT  
8 WAS NOT THE BATTERY BECAUSE AT SOME TIMES, THE  
9 RADIO WOULD TURN ON, THE LIGHTS, AND THE  
10 WINDOWS/LOCKS WOULD FUNCTION NORMALLY. I WAS  
11 UNABLE TO GET THE VEHICLE TO GO TO NEUTRAL, OR  
12 ANYTHING THEN ON. WHEN THE LIGHTS WERE NOT  
13 FLICKERING, IT PRESENTED ME WITH THE SMART ENTRY  
14 SYSTEM LIGHT PROBLEM. SOON AFTER, ALL THE LIGHTS ON  
15 MY DASHBOARD TURNED ON AND STATED THERE WERE AIR  
16 BAG PROBLEM, BRAKE PROBLEM, ABS PROBLEM, AND ETC...  
17 MY VEHICLE IS CURRENTLY BEING LOOKED AT.<sup>119</sup>

18 371. On October 21, 2021, the owner of a 2016 Honda Pilot filed the following  
19 complaint with NHTSA:

20 AUTO ENGINE IDLE SHUT/OFF MALFUNCTIONING. AT RED  
21 LIGHT...WHEN TURNED GREEN, TOOK FOOT OFF BRAKE TO  
22 ACCELERATE...CAR COMPLETELY SHUT OFF. DASHBOARD  
23 LIGHTS CAME ON AND INSTRUCTED TO SHIFT VEHICLE TO  
24 PARK AND RESTART. VEHICLE IN REAR VIEW COMING UP  
25 FAST AND THOUGHT I WAS GOING TO BE REAR-ENDED AND  
26 QUICKLY FOUND HAZARD LIGHTS AND LUCKILY DRIVER  
27 WAS PAYING ATTENTION AND SHIFTED TO OTHER LANE.  
28 NEVER HAPPENED WHEN BRAND NEW NOW HAPPENING FEW  
TIMES A WEEK. OF COURSE AM MAKING AN APPT WITH  
HONDA BUT IF THEY CAN'T REPLICATE THE PROBLEM IN THE  
SHOP THEY CAN'T/WON'T FIX. THIS IS A SAFETY ISSUE AND  
PEOPLE ARE GOING TO GET REAR ENDED! HONDA NEEDS TO  
RECTIFY THIS SITUATION AS I HAVE SEEN MANY THREADS  
WITH OTHERS STATING THE SAME PROBLEM.<sup>120</sup>

<sup>119</sup> NHTSA ID 11436390.

<sup>120</sup> NHTSA ID 11435157.

1 372. On October 30, 2021, the owner of a 2017 Acura TLX filed the following  
2 complaint with NHTSA:

3 I HAVE BEEN STOPPED BY TRAFFIC OR STOP LIGHT WHEN I  
4 PUT MY FOOT ON THE GAS TO START UP, THE CAR STALLS.  
5 THE WHOLE DASHBOARD IS LIGHTS UP AND I HAVE TO TRY  
6 SEVERAL TIMES TO GET ENGINE STARTED. THIS IS VERY  
7 SCARY.... I TOOK THE CAR TO DEALERSHIP. AFTER 4 HOURS  
8 AT THE DEALERSHIP AND \$155, MY CAR IS STALLING AGAIN.  
9 I AM SCARED I COULD GET HURT IN THIS CAR!<sup>121</sup>

10 373. On November 2, 2021, the owner of a 2017 Honda Pilot filed the  
11 following complaint with NHTSA:

12 ISSUE IS WHEN THE CAR IS STOPPED AND THE AUTO ENGINE  
13 IDLE IS ON, WHEN I LIFT THE BRAKE TO PRESS THE  
14 ACCELERATOR, THE CAR SHUTS OFF THE ENGINE  
15 COMPLETELY, PUTS ITSELF IN NEUTRAL. SO WHEN I'M AT A  
16 RED LIGHT THAT TURNS GREEN, WHEN I ATTEMPT TO GO BY  
17 LIFTING THE BRAKE MY ENGINE QUIT, THAT I HAVE TO  
18 WAIT A FEW AND RESTART THE WHOLE THING,<sup>122</sup>

19 374. On November 4, 2021, the owner of a 2017 Honda Pilot filed the  
20 following complaint with NHTSA:

21 ON MULTIPLE OCCASIONS OVER SEVERAL YEARS THE CAR  
22 WILL SHUT COMPLETELY DOWN WHEN ACCELERATING  
23 FROM A STOP LIGHT OR STOP SIGN. THE CAR HAS TO BE  
24 RESTARTED AND IT IS NOT SAFE. MOST RECENTLY IT  
25 HAPPENED TWICE IN 1 WEEK AND THE CAR WILL NOT  
26 RESTART IMMEDIATELY BECAUSE YOU HAVE TO GET IT INTO  
27 PARK. IT'S VERY DANGEROUS AND THE DEALER IS USELESS  
28 AS THEY "CAN'T GET THE ISSUE TO DUPLICATE"<sup>123</sup>

375. On November 4, 2021, the owner of a 2020 Honda Pilot filed the

<sup>121</sup> NHTSA ID 11438740.

<sup>122</sup> NHTSA ID 11439010.

<sup>123</sup> NHTSA ID 11439407.

1 following complaint with NHTSA:

2 MY 2020 HONDA PILOT HAS STALLED 4 TIMES IN THE PAST  
3 TWO WEEKS AFTER THE AUTO ENGINE IDLE OCCURS AT A  
4 RED LIGHT. THE ENGINE WILL SHUT OFF AUTOMATICALLY,  
5 BUT WHEN I LIFT MY FOOT FROM THE BRAKE, THE CAR  
6 ENGINE DOES NOT TURN BACK ON, AND THE CAR SHIFTS  
7 INTO PARK, AND ACTS AS IF STALLED. IN ORDER TO GET THE  
8 CAR TO RESTART, I HAVE TO POWER DOWN COMPLETELY,  
9 OPEN THE DRIVER SIDE DOOR(!!!) AND "RESET" THE WHOLE  
10 SYSTEM BEFORE I CAN APPLY THE BRAKE AND PRESS THE  
11 IGNITION BUTTON. EVEN THEN A COUPLE OF TIMES IT  
12 DOESN'T START FOR ME DOING THAT, AND I HAVE TO CYCLE  
13 THROUGH THE ENTIRE PROCESS A SECOND TIME. THIS  
14 HAPPENED TO ME WITH MY 3 CHILDREN IN THE CAR TWICE  
15 ON VERY BUSY (50MPH) ROADS, AND IS INCREDIBLY  
16 DANGEROUS. THE SECOND MAJOR ISSUE I HAVE NOTICED,  
17 BUT LESS FREQUENTLY (ABOUT 3-4 TIMES IN THE PAST 6  
18 MONTHS), IS THAT THE AUTO BRAKING SYSTEM WILL  
19 RANDOMLY ALERT AND APPLY THE BRAKES WHILE I'M  
20 DRIVING DOWN A STRAIGHT ROAD WITH NO TRAFFIC IN  
21 FRONT OF ME! NEEDLESS TO SAY, TERRIFYING. THIS  
22 THANKFULLY ONLY LASTS A FEW SECONDS BEFORE I  
23 REGAIN CONTROL OF THE CAR, BUT ALSO INCREDIBLY  
24 DANGEROUS. I AM SCHEDULING SERVICE WITH HONDA TO  
25 EVALUATE ASAP, BUT I HAVE READ \*MANY\* ACCOUNTS OF  
26 THE EXACT SAME PROBLEM ONLINE AND EVERY SINGLE  
27 PERSON SAYS HONDA HAS NEVER BEEN ABLE TO FIND ANY  
28 CAUSE. SOME SAY REPLACING THE BATTERY HELPS, OTHERS  
29 SAY THE STALLING ISSUE REMAINS AFTER BATTERY  
30 REPLACEMENT. IF WE CAN'T SOLVE THIS PROBLEM, OR HAVE  
31 THE AUTO ENGINE IDLE COMPLETELY AND PERMANENTLY  
32 DISABLED, I WILL BE SELLING THIS CAR VERY SOON. 16,104  
33 MILES DRIVEN AS OF TODAY.<sup>124</sup>

34 376. On November 9, 2021, the owner of a 2016 Honda Pilot filed the  
35 following complaint with NHTSA:

36 AUTO ENGINE IDLE MALFUNCTION: ENGINE WOULD NOT

37  
38 <sup>124</sup> NHTSA ID 11439305.

1 RESTART WHEN BRAKE PEDAL RELEASED. DASH  
2 INSTRUCTED TO SHIFT INTO PARK. ALL ELECTRICAL STAYED  
3 ON, BUT ENGINE WOULD NOT RESTART FOR SEVERAL  
4 MINUTES. WITH ELECTRONIC SHIFTING, WASN'T EVEN ABLE  
5 TO GET INTO NEUTRAL TO GET OUT OF THE WAY OF TRAFFIC.  
6 AT BUSY INTERSECTIONS, BEING STRANDED COULD BE VERY  
7 DANGEROUS OR EVEN FATAL.<sup>125</sup>

8  
9 377. On November 25, 2021, the owner of a 2016 Honda Pilot filed the  
10 following complaint with NHTSA:

11 WHEN ON THE ROAD AND YOU STOP AT TRAFFIC LIGHT WITH  
12 AUTO STOP AND GO THE CAR SHUTS OFF COMPLETELY. IT  
13 WON'T START AFTERWARDS AND CAR NEEDS TO BE PLACED  
14 IN PARK AND TURNED BACK ON. THOUGH THIS ISN'T AN  
15 IMMEDIATE SOLUTION. THE CAR HAS BEEN BROUGHT IN  
16 MULTIPLE TIMES INTO DEALER. CHANGED BATTERY COUPLE  
17 TIMES AND PROBLEM PERSISTS REGARDLESS OF WHAT THEY  
18 DO AND THEY CONTINUE TO SAY THEY DON'T SEE  
19 ANYTHING. THOUGH IT STILL CONTINUES AND IS  
20 COMPLETELY DANGEROUS.<sup>126</sup>

21  
22 378. On December 4, 2021, the owner of a 2019 Honda Pilot filed the following  
23 complaint with NHTSA:

24 WHILE AT A STOP LIGHT THE IDLE STOP ENGAGED BUT WHEN  
25 I LIFT MY FOOT OFF THE BRAKE TO BEGIN MOVING FORWARD  
26 THE AUTO-START FAILED TO START AND VEHICLE REPORTED  
27 BATTERY FAILURE. PUT PILOT IN PARK AND MADE 3-5  
28 ATTEMPTS TO RESTART BEFORE SUCCESSFUL. CARS NEARLY  
REAR ENDED ME AND MY CHILDREN WHO WERE IN THE  
BACK.<sup>127</sup>

379. On December 21, 2021, the owner of a 2017 Honda Pilot filed the  
following complaint with NHTSA:

<sup>125</sup> NHTSA ID 11439912.

<sup>126</sup> NHTSA ID 11441660.

<sup>127</sup> NHTSA ID 11442641.

1 ON MY WAY TO WORK YESTERDAY, I TOOK MY EXIT AND  
2 STOPPED AT THE LIGHT WHERE THE IDLE ENGINE FUNCTION  
3 ENABLED AND THEN MY CAR COMPLETELY SHUT OFF ON ITS  
4 OWN. IT TOOK MULTIPLE TRIES TO RESTART THE CAR.  
5 MEANWHILE, THE LIGHT TURNED GREEN, MULTIPLE CARS  
6 WERE HONKING AT ME, AND COULD HAVE MOST CERTAINLY  
7 REAR ENDED ME. IF IT WAS THE NEXT STREET OVER, IT  
8 WOULD HAVE BEEN QUITE A DANGEROUS SITUATION AS IT IS  
9 A SUPER BUSY AREA. UPON TAKING IT TO THE DEALERSHIP  
10 TODAY, THEY CANNOT FIGURE OUT THE ISSUE.<sup>128</sup>

11 380. On January 10, 2022, the owner of a 2019 Honda Pilot filed the following  
12 complaint with NHTSA:

13 WE OWN A 2019 HONDA PILOT TOURING . . . . WE PURCHASED  
14 OUR VEHICLE FROM CHECKERED FLAG HONDA IN NORFOLK,  
15 VIRGINIA IN JUNE 2019. THIS VEHICLE HAS 32,096 AND IS STILL  
16 UNDER THE FACTORY BUMPER TO BUMPER WARRANTY. WE  
17 HAVE BEEN EXPERIENCING AN ISSUE WITH THE SYSTEMS  
18 AUTO-START STOP FEATURE. THE VEHICLE'S ENGINE STOPS  
19 AT A RED LIGHT, AND WHEN WE RELEASE THE BRAKE, ON  
20 NUMEROUS OCCASIONS THE VEHICLE FAILS TO RESTART THE  
21 ENGINE AND STALLS IN THE MIDDLE OF THE ROAD. THIS HAS  
22 HAPPENED MORE THAN 15 TIMES SINCE WE HAVE OWNED  
23 THE VEHICLE AND PUTS US IN AN UNSAFE SITUATION. WE  
24 TOOK OUR VEHICLE IN FOR SERVICE AT CHECKERED FLAG  
25 ON 08/12/2021 AND EXPLAINED THE PROBLEM WE WERE  
26 HAVING TO THE SERVICE TECHNICIANS. DURING THAT VISIT,  
27 THEY WERE NOT ABLE TO DUPLICATE OUR ENGINE STALLING  
28 ISSUE (SEE SERVICE RECORD ATTACHED). SINCE 08/2021, THIS  
29 ISSUE HAS CONTINUED TO OCCUR 6-8 TIMES SINCE AUGUST.  
30 THE ENGINE ATTEMPTS TO RESTART ITSELF AFTER LETTING  
31 OFF THE BRAKE OR AFTER A SET PERIOD OF TIME, HOWEVER  
32 AFTER ATTEMPTING TO CRANK THE ENGINE, THE CAR BEEPS  
33 AND HAS TO BE RESTARTED MANUALLY. WHEN ATTEMPTING  
34 TO RESTART THE CAR MANUALLY, THE CAR WILL NOT START  
35 THE NEXT 2-3 ATTEMPTS, AND WILL EVENTUALLY RESTART  
36 AFTER MULTIPLE PRESSES OF THE ENGINE START BUTTON.  
37 THIS IS EXTREMELY UNSAFE AS WE ARE NOT ABLE TO MOVE

128 NHTSA ID 11444646.

1 THE VEHICLE, SOMETIMES FOR A FEW MINUTES. ACCORDING  
2 TO THE SERVICE RECORDS, THE TECHNICIANS PERFORMED A  
3 BATTERY CHECK, AND THE BATTERY WAS FINE.  
4 INFORMATION REDACTED PURSUANT TO THE FREEDOM OF  
5 INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6).<sup>129</sup>

6 381. On January 27, 2022, the owner of a 2017 Honda Pilot filed the following  
7 complaint with NHTSA:

8 THIS IS A RANDOM ISSUE THAT HAS NOW HAPPENED 3 TIMES  
9 IN THE PAST COUPLE OF MONTHS. WHEN THE AUTO IDLE  
10 SYSTEM IS ENGAGED AND GOING TO RESTART, THE CAR  
11 STALLS. YOU ARE STUCK IN AN INTERSECTION, AT A LIGHT,  
12 ETC. YOU THEN HAVE TO FIGURE OUT HOW TO RESTART THE  
13 CAR, WHICH ISN'T EASY, THE START BUTTON HAS TO BE  
14 PUSHED MULTIPLE TIMES AS YOU ARE TRYING NOT TO  
15 PANIC.

16 382. On February 4, 2022, the owner of a 2019 Honda Pilot filed the following  
17 complaint with NHTSA:

18 THE CONTACT OWNS A 2019 HONDA PILOT. THE CONTACT  
19 STATED THAT VEHICLE WAS EQUIPPED WITH THE  
20 START/STOP FEATURE; WHILE AT A STOP, AFTER RELEASING  
21 THE BRAKE PEDAL THE VEHICLE STALLED. THE CONTACT  
22 HAD TO PLACE THE VEHICLE IN PARK AND RESTART  
23 VEHICLE. THE HEATED SEAT ON THE DRIVER SIDE FAILED TO  
24 PRODUCE HEAT. ADDITIONALLY, WHILE TRAVELING AT HIGH  
25 SPEEDS THE VEHICLE STALLED AND WAS SLOW TO RESTART.  
26 THE VEHICLE WAS TAKEN TO THE LOCAL DEALER ON  
27 SEVERAL OCCASIONS WHERE IT WAS DIAGNOSED, AND THE  
28 CONTACT WAS INFORMED THAT A RODENT HAD CHEWED  
THROUGH THE WIRES. THE CONTACT WAS ALSO INFORMED  
THAT THE BATTERY NEEDED TO BE REPLACED. THE VEHICLE  
WAS REPAIRED HOWEVER, THE FAILURE RECURRED. THE  
MANUFACTURER WAS NOT CONTACTED. THE APPROXIMATE

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<sup>129</sup> NHTSA ID 11446934.



1 FAILURE MILEAGE WAS 41,000.<sup>130</sup>

2 383. On February 6, 2022, the owner of a 2018 Honda Pilot filed the following  
3 complaint with NHTSA:

4 THE AUTO-IDLE FEATURE WILL UNEXPECTEDLY OVER-  
5 ENGAGE WHILE COMING TO A STOP AND THE ENTIRE  
6 VEHICLE WILL SHUT OFF. I AM UNABLE TO SHIFT, STEER, ETC.  
7 IT WILL ALSO COMPLETELY SHUT THE ENGINE DOWN WHEN  
8 AT A COMPLETE STOP. TO BE CLEAR, THIS IS NOT THE  
9 NORMAL AUTO-IDLE. WHEN THE FULL ENGINE DISENGAGE  
10 HAPPENS, THE ENTIRE VEHICLE LOSES POWER AND THE  
11 DASH FLASHES. THE VEHICLE STATES, "PUT INTO P". ONCE IN  
12 "P" FOR PARK, THE VEHICLE STILL WILL NOT RESTART. IT IS  
13 AS IF THE VEHICLE HAS TO "RESET" ITSELF. IT HAS TAKEN  
14 UPWARDS OF 4 MINUTES FOR THE VEHICLE TO RESTART. THIS  
15 HAS HAPPENED ON A HIGHWAY DURING CONSTRUCTION  
16 TRAFFIC, APPROACHING A STOP SIGN, SLOWING AT A RED  
17 LIGHT ON MULTIPLE OCCASIONS. I HAVE ALMOST BEEN  
18 REAR-ENDED AS A RESULT ON MUTIPLE OCCASIONS. I AM  
19 NOT EVEN ABLE TO PUT THE VEHICLE IN NEUTRAL TO MOVE  
20 IT TO A SAFE SPOT. HONDA INFORMED ME THAT I "JUST NEED  
21 TO DISENGAGE THIS FEATURE EACH AND EVERY TIME I  
22 START THE VEHICLE" . THAT IS NOT THE SOLUTION. THIS  
23 FEATURE SHOULD BE PERMANENTLY DISABLED BY HONDA.  
24 IMMEDIATELY<sup>131</sup>

19 384. On February 8, 2022, the owner of a 2018 Honda Pilot filed the following  
20 complaint with NHTSA:

21 THE AUTO ENGINE IDLE "FEATURE" AUTOMATICALLY SHUTS  
22 THE ENGINE OFF WHEN THE CAR COMES TO A STOP. THIS  
23 "FEATURE" IS SUPPOSED TO IMPROVE GAS MILEAGE,  
24 HOWEVER, I BELIEVE IT IS VERY DANGEROUS. THIS  
25 "FEATURE" HAS CAUSED MY VEHICLE TO STALL NUMEROUS  
26 TIMES IN STOP AND GO TRAFFIC, REQUIRING ME TO  
COMPLETELY STOP THE VEHICLE, PLACE IT IN PARK, AND

27 <sup>130</sup> NHTSA ID 11450345.

28 <sup>131</sup> NHTSA ID 11450663.



1 THEN RESTART THE VEHICLE. THIS SEQUENCE HAS CREATED  
2 SEVERAL SCARY AND DANGEROUS SITUATIONS WHERE I  
3 WAS COMPLETELY STOPPED ON A BUSY FREEWAY. THIS  
4 "FEATURE" WILL CAUSE ACCIDENTS IF IT HAS NOT ALREADY  
5 CAUSED THEM. THIS FEATURE CURRENTLY CANNOT BE  
6 PERMANENTLY DISABLED. IT MUST BE DISABLED  
7 MANUALLY EVERY TIME I DRIVE THE CAR. I HAVE ALSO  
8 CONTACTED HONDA DIRECTLY TO NOTIFY THEM OF THIS  
9 DEFECT.<sup>132</sup>

10  
11 385. On February 16, 2022, the owner of a 2016 Honda Pilot filed the following  
12 complaint with NHTSA:

13 IT'S HAPPENED A FEW TIMES NOW, BUT AT A STOP SIGN OR  
14 LIGHT THE AUTO SHUT OFF WILL KICK ON, AND THE. THE  
15 ENGINE WILL SHUT OFF AND NOT TURN BACK ON. I WAS JUST  
16 STUCK BLOCKING TRAFFIC WHEN MY CAR REFUSING TO  
17 RESTART AFTER THE IDLE SHUT OFF. IT'S VERY DANGEROUS.  
18 IT TOOK SERVAL TRIES TO GET MY CAR TO RESTART AND I  
19 WAS VERY PANICKED SOMEONE WOULD HIT ME.<sup>133</sup>

20  
21 386. On February 20, 2022, the owner of a 2019 Honda Pilot filed the following  
22 complaint with NHTSA:

23 THE ENGINE TURNED OFF AND THE CAR WENT IN TO  
24 NEUTRAL GEAR WHILE SITTING AT A STOPLIGHT. THIS  
25 HAPPENED 2X IN 1 DAY. THE FIRST TIME, THE CAR WAS IN THE  
26 "AUTO ENGINE IDLE" MODE AND THE SECOND TIME I HAD  
27 DISABLED THE FEATURE SO IT WAS AT A REGULAR IDLE. THE  
28 DASH SAID THE CAR WAS IN ACCESSORY MODE AND TO PUSH  
THE BRAKE AND START THE CAR. I HAD TO SHIFT TO PARK TO  
BE ABLE TO RESTART THE CAR. I HAD CARS BEHIND ME  
HONKING THE HORN AND WAS AFRAID I WAS GOING TO BE  
REAR ENDED AT THE STOPLIGHT BY THE DRIVER BEHIND ME.  
THIS IS DEFINITELY A SAFETY HAZARD!<sup>134</sup>

29  
30 <sup>132</sup> NHTSA ID 11450957.

31 <sup>133</sup> NHTSA ID 11452321.

32 <sup>134</sup> NHTSA ID 11453093.

1 387. On March 16, 2022, the owner of a 2017 Honda Pilot filed the following  
2 complaint with NHTSA:

3 DRIVING INTO WORK, BUSY ROAD/HEAVY TRAFFIC, THE  
4 AUTO-STOP ENGINE FUNCTION ENGAGED. IT SHUT DOWN  
5 THE ENTIRE CAR AND WOULD NOT RESTART AFTER  
6 RELEASING THE BRAKE. I HAD TO PUT ON FLASHER, AND  
7 THEN RESTART THE CAR AS NORMAL. COMPONENT FAILURE:  
8 AUTO-STOP SAFETY ISSUE: COULD BE REAR-ENDED, OR  
9 WORSE IF THIS HAPPENED IN AN INTERSECTION VEHICLE  
WILL BE INSPECTED TOMORROW BY HONDA. THIS PROBLEM  
HAS OCCURRED BEFORE.<sup>135</sup>

10 388. On March 30, 2022, the owner of a 2018 Acura TLX filed the following  
11 complaint with NHTSA:

12 THE CONTACT OWNS A 2018 ACURA TLX. THE CONTACT  
13 STATED THAT WHILE DRIVING AT AN UNDISCLOSED SPEED,  
14 THE VEHICLE STALLED APPROXIMATELY TEN TIMES. THE  
15 VEHICLE INADVERTENTLY SHIFTED INTO NEUTRAL. THE  
16 VEHICLE WAS RESTARTED AFTER FIVE MINUTES. THE LOCAL  
17 DEALER WAS CONTACTED. THE VEHICLE WAS DIAGNOSED  
18 AND REPAIRED. THE MANUFACTURER WAS NOT CONTACTED.  
19 THE FAILURE MILEAGE WAS APPROXIMATELY 47,700.  
20 CONSUMER STATED THERE WAS A KNOWN SOFTWARE BUG  
IN THE AUTO IDLE FEATURE, THAT NEEDED UPDATING.  
CONSUMER TOOK THE CAR TO THE DEALER AND HAD THE  
SOFTWARE UPDATED.<sup>136</sup>

21 389. On April 1, 2022, the owner of a 2018 Acura TLX filed the following  
22 complaint with NHTSA:

23 ENGINE FAILS TO START AFTER IDLE STOP, WHEN THE IDLE-  
24 STOP OFF BUTTON IS NOT ENGAGED, AND THE BATTERY  
25 DOESN'T HAVE ENOUGH POWER TO RE-START THE VEHICLE.  
26 ESSENTIALLY, THE ENGINE TRIES TO START UP AT A TRAFFIC

27 <sup>135</sup> NHTSA ID 11456934.

28 <sup>136</sup> NHTSA ID 11458976.

1 LIGHT/INTERSECTION BUT FAILS, CAUSING THE CAR TO TURN  
2 OFF AND SHIFT TO NEUTRAL WITHOUT WARNING. I THEN  
3 HAVE TO REALIZE WHAT IS HAPPENING, SHIFT THE CAR  
4 FROM NEUTRAL TO PARK, AND HIT THE START BUTTON TO  
5 BE ABLE TO RE-START THE CAR. THERE IS NO WARNING  
6 FROM THE CAR THAT THE BATTERY IS GOING TO BE UNABLE  
7 TO KEEP THE CAR RUNNING, SO THE STALL IS 100%  
8 UNEXPECTED. THIS IS UNSAFE, AS THE RE-START PROCEDURE  
9 IS NOT INTUITIVE, TAKES TIME, AND CAUSES CARS BEHIND  
10 YOU TO START HONKING. IT COULD VERY EASILY CAUSE A  
11 CRASH. EITHER ACURA NEEDS TO FIX THIS ISSUE WITH A  
12 BATTERY WARNING, OR PROVIDE THE OPTION OF TURNING  
13 THE AUTO-IDLE STOP OFF BUTTON ON PERMANENTLY  
14 (WHICH SOME MEMBERS OF OUR GOVERNMENT WOULDN'T  
15 LIKE, BUT WOULD FIX THE PROBLEM AND KEEP SOMEONE  
16 FROM BEING SERIOUSLY INJURED). THIS IS ALSO A KNOWN  
17 ISSUE BY HONDA/ACURA, AS MANY OTHER OWNERS ARE  
18 REPORTING IT:  
19 [HTTPS://WWW.TLXFORUMS.COM/THREADS/ENGINE-FAILING-  
20 TO-START-AFTER-IDLE-STOP.31809/](https://www.tlxforums.com/threads/engine-failing-to-start-after-idle-stop.31809/)<sup>137</sup>

15 390. On April 5, 2022, the owner of a 2017 Honda Pilot filed the following  
16 complaint with NHTSA:

17 FOR THE PAST FEW MONTHS, I HAVE BEEN HAVING ISSUES  
18 WITH MY VEHICLE STALLING. THIS ISSUE OCCURS WHILE  
19 STOPPED AT RED LIGHTS, STOP SIGNS, AND WHILE SITTING IN  
20 STOP AND GO TRAFFIC. MY VEHICLE IS EQUIPPED WITH THE  
21 AUTO START/STOP FEATURE, AND WHILE STOPPED AT A STOP  
22 SIGN FOR INSTANCE, THE VEHICLE WILL AUTO STOP BUT  
23 FAIL TO AUTO START WHEN TAKING MY FOOT OFF THE  
24 BRAKE AND HITTING THE GAS. THIS HAS HAPPENED ON  
25 NUMEROUS OCCASIONS, PUTTING THOSE IN THE VEHICLE  
26 AND THOSE IN OTHER VEHICLES AROUND MY VEHICLE AT  
27 RISK. I BROUGHT MY VEHICLE TO MY LOCAL DEALERSHIP, AT  
28 WHICH POINT THEY CHECKED IT AND FOUND NOTHING  
WRONG WITH THE VEHICLE. THEY ALSO STATED THAT THEY,  
AND THE VEHICLE MANUFACTURER WERE AWARE OF THE  
ISSUE, BUT HAVE NO SOLUTION FOR IT. THE FIRST TIME I

<sup>137</sup> NHTSA ID 11459222.

1 BROUGHT THE VEHICLE IN, THE DEALER TOLD ME THAT A  
2 POSSIBLE FIX WAS AN UPDATE TO THE SYSTEM, HOWEVER I  
3 WOULD HAVE TO PAY FOR THE UPDATE. AFTER THE SERVICE  
4 ADVISER SPOKE WITH THE SERVICE MANAGER A FEW TIMES,  
5 THE DEALERSHIP PAID FOR THE \$220 UPDATE. THE VEHICLE  
6 HAS SINCE CONTINUED TO STALL, THE ONLY THING THAT  
7 SEEMS TO ASSIST IS TO TURN OFF THE AUTO START/STOP  
8 FEATURE EVERY TIME THE VEHICLE IS TURNED ON. LAST  
9 THURSDAY, THE VEHICLE STALLED AGAIN ON MY WIFE WITH  
10 OUR SON IN THE VEHICLE AT A T-INTERSECTION. THE  
11 VEHICLE FAILED TO START FOR APPROXIMATELY 10-15  
12 MINUTES. I CONTACTED MY DEALER AGAIN AND WAS  
13 ADVISED TO BRING MY VEHICLE IN. I BROUGHT IT IN AND  
14 WAS TOLD THAT I COULD HAVE A RENTAL CAR, BUT THAT I  
15 WOULD NEED TO APPROVE PAYING A \$160 DIAGNOSTIC FEE.  
16 THEY WERE UNSURE OF A PERMANENT SOLUTION FOR THE  
17 PROBLEM.<sup>138</sup>

13 391. On April 15, 2022, the owner of a 2016 Honda Pilot filed the following  
14 complaint with NHTSA:

15 AUTO IDLE SYSTEM FAILS. AUTO IDLE TURNS OFF ENGINE AT  
16 STOPS AND FAILS TO RESTART ENGINE WHEN FOOT IS  
17 REMOVED FROM BRAKE. MUST RESTART CAR. ERRORS ON  
18 DASH WHICH MAY BE ASSOCIATED WITH ISSUE: CHARGING  
19 SYSTEM ERROR AUTO ENGINE IDLE STOP SYSTEM PROBLEM  
20 KEY FOB ERROR<sup>139</sup>

21 392. On April 29, 2020, the owner of a 2016 Honda Pilot filed the following  
22 complaint with NHTSA:

23 VEHICLE STALLS AND SHUTS OFF AT A STOP WHEN ENGINE  
24 IDLE STOP IS ENABLED. ALL LIGHTS ON DASHBOARD ARE  
25 ILLUMINATED AND VEHICLE AUTOMATICALLY SETS TO N  
26 GEAR. UPON ATTEMPTING TO RESTART ENGINE, IT TAKES  
27 SEVERAL ATTEMPTS TO PUT VEHICLE BACK INTO P GEAR  
28 AND START ENGINE BY PRESSING THE PUSH START BUTTON

<sup>138</sup> NHTSA ID 11459660.

<sup>139</sup> NHTSA ID 11460883.

1 AS WELL HAS HAVING FOOT ON THE BRAKE PEDAL. AFTER  
2 DOING SO, THE VEHICLE WILL START UP RIGHT AWAY AND  
3 CAN BE DRIVEN OFF NORMALLY WITH NO WARNING LIGHTS  
4 ILLUMINATED ON DASH. THIS ISSUE HAS HAPPENED  
5 NUMEROUS TIMES. WHEN ENGINE IDLE STOP IS DISABLED, IT  
6 DOES NOT HAPPEN. BATTERY HAS BEEN REPLACED AS WELL  
7 AS PUSH START BUTTON SWITCH PER SERVICE BULLETIN 20-  
8 117. SOFTWARE UPDATE FOR TCM/PGM HAS ALSO BEEN  
9 PERFORMED AS PER SET DTC P2638 (TORQUE MANAGEMENT  
10 FEEDBACK SIGNAL A RANGE/PERFORMANCE) U1211 LOST  
11 COMMUNICATION WITH SHIFTER, U0404 INVALID DATA  
12 RECEIVED FROM SHIFTER. DEALERSHIP HAS NOT BEEN ABLE  
13 TO DUPLICATE THE PROBLEM.<sup>140</sup>

14 393. On May 1, 2022, the owner of a 2017 Honda Pilot filed the following  
15 complaint with NHTSA:

16 THE AUTO START-STOP FUNCTION IS NOT WORKING  
17 PROPERLY. IN SEVERAL OCCASIONS WHEN THE ENGINE  
18 STOPS AT A RED LIGHT THE ENGINE WILL NOT START AGAIN.  
19 THIS HAS CAUSED MANY DANGEROUS SITUATIONS AS WE  
20 GOT STUCK IN THE MIDDLE OF AN INTERSECTION. THE  
21 DEALER HAS NOT BEEN ABLE TO IDENTIFY THE PROBLEM.  
22 ALSO LINKED TO THIS ELECTRICAL PROBLEM IS AT TIME ALL  
23 KIDS OF ELECTRICAL WARNING MESSAGES APPEAR IN THE  
24 CLUSTER. I EXPECT THIS TO BE AN ELECTRICAL/BATTERY  
25 RELATED PROBLEM.<sup>141</sup>

26 394. On May 11, 2022, the owner of a 2018 Honda Pilot filed the following  
27 complaint with NHTSA:

28 MY VEHICLE WAS STOPPED AT A RED LIGHT IN A BUSY  
TURNING LANE. WHEN I PRESSED ON THE BRAKES TO STOP  
THE VEHICLE THE "IDLE-STOP" AUTOMATICALLY CAME ON.  
AS MY VEHICLE WAS IDLING, I WAITED FOR THE LIGHT TO  
TURN GREEN TO GO. ONCE I PRESSED ON THE GAS TO GO MY  
VEHICLE WENT HAYWIRE. I COULDN'T DRIVE FORWARD OR

<sup>140</sup> NHTSA ID 11462813.

<sup>141</sup> NHTSA ID 11462917.

1 PUT THE VEHICLE IN ANY PARK MODE. EVERY LIGHT  
2 STARTED FLICKERING ON THE DASH, MY HAZARDS  
3 WOULDN'T COME ON, THE CAR WOULDN'T START AND  
4 EVERY TIME I TRIED ATTEMPTING TO TURN ON THE CAR IT  
5 CONTINUED TO DO THE SAME. I WAS STALLED AT A VERY  
6 BUSY INTERSECTION WITH NO HAZARD LIGHTS WITH TWO  
7 KIDS, THIS WAS FRIGHTENING. MY HUSBAND HAD TO  
8 RESTART THE VEHICLE WITH A BATTERY PACK. AFTER  
9 GETTING THE CAR CHECKED, THERE WERE NO SIGNS OF ANY  
10 BATTERY ISSUES OR ANY OTHER PROBLEMS, THE CAR  
11 SEEMED PERFECTLY FINE. NOW WE HAVE TO COMPLETELY  
12 TURN OFF THE "IDLE-STOP" BEFORE DRIVING OR THE CAR  
13 WILL STALL, SHUT OFF AND GO HAYWIRE. WE HAVE TO  
14 CONSTANTLY RESTART THE VEHICLE WITH A BATTERY PACK  
15 IN ORDER TO CONTINUE DRIVING. I ASKED SEVERAL PEOPLE  
16 AND APPARENTLY THIS IS A HUGE ISSUE AND PROBLEM FOR  
17 MANY WITH NO HELP FROM HONDA DEALERSHIPS TO FIX  
18 IT.<sup>142</sup>

13 395. On June 7, 2022, the owner of a 2016 Honda Pilot filed the following  
14 complaint with NHTSA:  
15

16 IF I FORGET TO TURN OFF THE AUTO IDLE BUTTON. IT IS A  
17 50/50 SHOT WHETHER MY VEHICLE WILL RESTART. IF THE  
18 VEHICLE DOES SHUT DOWN IT TAKES QUITE THE PROCESS TO  
19 TRY TO GET THE VEHICLE TO START AGAIN. NUMEROUS  
20 TIMES I'VE HAD ANGRY DRIVERS BEHIND ME BEEPING THEIR  
21 HORNS AND THROWING THEIR HANDS UP AS I'M  
22 FRANTICALLY TRYING TO GET THE VEHICLE TO RESTART.  
23 WHEN I FINALLY DO GET THE VEHICLE RUNNING AGAIN IT'S  
24 SEVERAL MINUTES LATER. I HAVE ADDRESSED THIS ISSUE  
25 WITH HONDA OF FORT MYERS MULTIPLE TIMES. THEY HAVE  
26 REPLACED THE START/STOP IGNITION BUTTON TWICE, BUT  
27 THIS HAS NOT FIXED ANYTHING. THEY HAVE ALSO FORCED  
28 ME TO PURCHASE A NEW BATTERY AS THEY ENSURED THIS  
WAS THE ISSUE. THIS AGAIN DID NOT FIX THE PROBLEM. THIS  
CONTINUES TO BE AN ONGOING SAFETY ISSUE THAT HONDA

<sup>142</sup> NHTSA ID 11464138.



1 IS AWARE OF, BUT NEGLECTS TO DO ANYTHING ABOUT IT.<sup>143</sup>

2 396. On June 7, 2022, the owner of a 2017 Honda Pilot filed the following  
3 complaint with NHTSA:

4 ON NUMEROUS OCCASIONS WHEN ENGINE HAS  
5 AUTOMATICALLY STOPPED, IT HAS FAILED TO RESTART TO  
6 ALLOW CONTINUED DRIVING.<sup>144</sup>

7 397. On June 7, 2022, the owner of a 2018 Honda Pilot filed the following  
8 complaint with NHTSA:

9 THE ENGINE FAILED TO RESTART ON ITS OWN FROM A  
10 COMPLETE STOP AT A TRAFFIC LIGHT ON THREE SEPARATE  
11 OCCASIONS WITH THE AUTO START/STOP FUNCTION  
12 ENGAGED.<sup>145</sup>

13 398. On June 7, 2022, the owner of a 2019 Honda Pilot filed the following  
14 complaint with NHTSA:

15 I STOPPED AT A RED LIGHT DOWNTOWN. THE AUTO ENGINE  
16 STOP/START DID NOT START WHEN THE GREEN LIGHT CAME.  
17 IT WAS NOT POSSIBLE TO CHANGE GEARS OR PLACE THE CAR  
18 IN NEUTRAL. ALL LIGHTS AND RADIO WERE WORKING. MUCH  
19 ANXIETY BECAUSE ALL OTHER CARS WERE HONKING.  
20 COULD NOT GET OUT OF THE CAR WITHOUT RISK OF BEING  
21 HIT BY ANOTHER CAR. POLICE CAME BY AND HELPED  
22 CALLING A TWO TRUCK- \$200 TO TOW TO A PARKING PLACE  
23 TWO BLOCKS DOWN THE STREET. CAR COULD NOT BE PLACE  
24 IN NEUTRAL. TOWED TO A DEALERSHIP, THEY REPLACED THE  
BATTERY. (SURPRISING SINCE ALL ELECTRICAL WAS  
WORKING FINE) IT HAS NOT HAPPENED AGAIN, BUT I AM  
INACTIVATING THE AUTOMATIC FEATURE EVERYTIME I RIDE  
THE CAR.<sup>146</sup>

25 <sup>143</sup> NHTSA ID 11468067.

26 <sup>144</sup> NHTSA ID 11468086.

27 <sup>145</sup> NHTSA ID 11468058.

28 <sup>146</sup> NHTSA ID 11468024.



1 399. On June 7, 2022, the owner of a 2020 Honda Pilot filed the following  
2 complaint with NHTSA:

3 AUTO ENGINE IDLE ENGAGED AND THE VEHICLE DIED AND  
4 WOULD NOT RESTART. THE VEHICLE HAS DIED A COUPLE OF  
5 TIMES IN THE PAST IN SIMILAR CIRCUMSTANCES BUT  
6 ALWAYS RESTARTED UNTIL THE MOST RECENT INCIDENT.  
7 THIS LEFT US STRANDED IN THE MIDDLE OF THE ROAD AT AN  
8 INTERSECTION WITH NO WAY TO PUT THE VEHICLE IN  
9 NEUTRAL AND PUSH IT TO THE SIDE OF THE ROAD WHICH IS  
10 ANOTHER UNRELATED SAFETY COMPLAINT. THE CAR  
11 CANNOT BE TAKEN OUT OF PARK WHEN NOT RUNNING. THE  
12 COMPONENT HAS NOT BEEN INSPECTED AS OF THE TIME OF  
13 THIS COMPLAINT BUT IS BEING SCHEDULED FOR REVIEW BY  
14 THE SERVICE SHOP. THERE WERE NO WARNINGS OR  
15 MESSAGES PRIOR TO THE INCIDENTS OCCURRING.<sup>147</sup>

16 400. On June 8, 2022, the owner of a 2017 Acura TLX filed the following  
17 complaint with NHTSA:

18 AUTO STOP/START FEATURE FAILS TO RESTART VEHICLE,  
19 RENDERING VEHICLE INOPERABLE. POWERING OFF THE  
20 VEHICLE AND THEN POWERING UP THE VEHICLE THUS FAR  
21 HAS RESTARTED EVERYTHING, MUCH TO THE FRUSTRATION  
22 OF MYSELF AND THE DRIVERS BEHIND ME.<sup>148</sup>

23 401. On June 8, 2022, the owner of a 2018 Honda Pilot filed the following  
24 complaint with NHTSA:

25 THE ENGINE AUTOMATIC IDLE STOP MALFUNCTIONS ON A  
26 REGULAR BASIS. AT IDLE, THE ENGINE WILL STOP AND IS  
27 SUPPOSED TO RE-START AUTOMATICALLY AND ON AVERAGE  
28 ONCE PER WEEK THE ENGINE WILL NOT RE-START. THE CAR  
WILL NEED TO BE PUT INTO PARK AND THEN MANUALLY  
RESTARTED. THIS USUALLY OCCURS WHILE AT A TRAFFIC  
SIGNAL AND LEAVES US STUCK BLOCKING TRAFFIC. IT HAS

<sup>147</sup> NHTSA ID 11468027.

<sup>148</sup> NHTSA ID 11468113.

1 OCCURRED COUNTLESS TIMES IN THE THREE YEARS WE  
2 HAVE OWNED THE VEHICLE. WE HAVE TAKEN IT BACK TO  
3 HONDA MULTIPLE TIMES TO COMPLAIN BUT THEY HAVE  
NEVER BEEN ABLE TO FIND A PROBLEM.<sup>149</sup>

4 402. On June 8, 2022, the owner of a 2018 Honda Odyssey filed the following  
5 complaint with NHTSA:

6 AUTO RESTART FEATURE WHEN ENABLED DID NOT RESTART  
7 VEHICLE AFTER COMING TO A STOP AT STOPLIGHT ON  
8 MULTIPLE OCCASIONS IN THE LAST FEW MONTHS  
9 RENDERING VEHICLE UNABLE TO PROCEED. WE RECENTLY  
SAW NEWS ARTICLE ABOUT SAME ISSUE WITH PILOTS.<sup>150</sup>

10 403. On June 8, 2022, the owner of a 2019 Honda Pilot filed the following  
11 complaint with NHTSA:

12  
13 -THE ENGINE FAILED TO RESTART ON ITS OWN FROM A  
14 COMPLETE STOP AT A TRAFFIC LIGHT WITH THE AUTO  
15 START/STOP FUNCTION. THIS HAS OCCURRED ON MULTIPLE  
16 OCCASIONS. -THIS STARTED OCCURRING IN THE SUMMER OF  
17 2021. THE FIRST COUPLE OF TIMES, THE ENGINE WOULD  
18 STALL BUT WOULD IMMEDIATELY START UP AGAIN AFTER  
19 TURNING THE BACK ON. ON ONE OCCASION, IT STALLED AT  
20 A TRAFFIC LIGHT AND IT TOOK ABOUT 30 SECONDS TO GET  
21 THE ENGINE BACK ON. ON OR ABOUT 8/12/21, WE WERE  
22 STOPPED AT A TRAFFIC LIGHT AT A BUSY INTERSECTION AND  
23 THE ENGINE STALLED AND WOULD NOT RESTART. WE  
24 BLOCKED A LANE FOR OVER AN HOUR UNTIL A TOW TRUCK  
25 WAS FINALLY ABLE TO RETRIEVE THE CAR. THE BATTERY  
26 COULD NOT BE JUMP STARTED. -THE CAR WAS TAKEN TO THE  
HONDA DEALERSHIP AND THEY SAID IT WAS DUE TO A  
FAULTY BATTERY AND REPLACED THE BATTERY. HOWEVER,  
WITHIN 9 MONTHS OF THE REPLACEMENT (CURRENTLY), THE  
CAR HAS STARTED STALLING AGAIN INTERMITTENTLY.  
MOST OF THE TIME, WE REMEMBER TO TURN THE AUTO  
START-STOP FEATURE BEFORE WE START DRIVING, WHICH

149 NHTSA ID 11468332.

150 NHTSA ID 11468182.

1 SEEMS TO HELP, BUT ON THE OCCASIONS THAT WE FORGET,  
2 IT HAS STALLED ON AT LEAST 2 OCCASIONS. SO FAR, WE'VE  
3 BEEN ABLE TO START THE ENGINE AGAIN QUICKLY AND  
4 KEEP MOVING. -THERE HAVE BEEN NO WARMING LAMPS,  
5 MESSAGE OR OTHER SYMPTOMS PRIOR TO THESE INCIDENTS.  
6 -WE HAVE BEEN EXTREMELY DISAPPOINTED WITH THE  
7 MANNER THAT HONDA USED WHEN WE VOICED THESE  
8 CONCERNS IN AUGUST 2021. THEY WERE VERY DISMISSIVE  
9 AND DID NOT SEEM TO BELIEVE MY REPORT, DESPITE THE  
10 CAR ONLY BEING LESS THAN 3 YEARS OLD AT THE TIME OF  
11 THE FIRST INCIDENT. WHEN I STATED THAT THIS POSED A  
12 SERIOUS SAFETY ISSUE BECAUSE A CAR COULD STALL AT  
13 ANY TIME, THEY STATED IT SHOULDN'T POSE A MAJOR  
14 THREAT BECAUSE THE INCIDENTS ONLY HAPPENED WHEN  
15 THE VEHICLE WAS STOPPED AND OTHER VEHICLES WOULD  
16 LIKELY ALSO BE STOPPED, THEREBY ELIMINATING ANY  
17 CHANCE OF IMPACT. THIS IS CLEARLY AN ERRONEOUS  
18 CONCLUSION AS MY VEHICLE COULD EASILY COME TO A  
19 STOP IN HEAVY TRAFFIC ON AN INTERSTATE AND OTHER  
20 CARS MAY NOT REACT QUICK ENOUGH TO STOP.<sup>151</sup>

21 404. On June 8, 2022, the owner of a 2019 Honda Pilot filed the following  
22 complaint with NHTSA:

23 TWICE SINCE PURCHASING THE VEHICLE LAST YEAR THE  
24 AUTOMATIC START/STOP FEATURE ON THE HONDA HAS  
25 FAILED TO RESTART THE ENGINE ONCE WE TOOK OUR FOOT  
26 OFF THE BRAKE PEDAL. THE FIRST TIME WAS MORE THAN SIX  
27 MONTHS AGO. WE WERE AT A LIGHT AND THE VEHICLE DID  
28 NOT START AFTER TAKING MY FOOT OFF THE BRAKE WHEN  
THE LIGHT TURNED GREEN. I TRIED PUTTING IT IN PARK AND  
THEN RESTARTING THE VEHICLE WITH THE TOUCH BUTTON  
BUT IT DIDN'T WORK. I TRIED WITH THE REMOTE START  
FEATURE ON THE KEY AND IT WOULD NOT START THAT WAY.  
AT THIS POINT TRAFFIC WAS HONKING AND GOING AROUND  
US. I STARTED PUSHING THE PARK AND NEUTRAL BUTTON TO  
MAKE SURE IT WAS IN PARK, BUT NOTHING WORKED. I  
FINALLY GOT THE VEHICLE TO RESTART BY HOLDING THE  
START BUTTON ON THE DASH FOR ABOUT 10-15 SECONDS.

<sup>151</sup> NHTSA ID 11468213.

1 WHEN I TOOK IT INTO THE DEALER A MONTH OR SO LATER  
2 TO HAVE A RECALL TAKEN CARE OF I BROUGHT IT UP TO THE  
3 ADVISOR AND HE ASKED IF IT HAS HAPPENED SINCE THEN. I  
4 SAID NO AND HE SAID IT WAS PROBABLY SOMETHING I DID...  
5 THE SECOND TIME, WAS 5/11/2022 AROUND 11 AM. I WAS ON  
6 THE WAY TO THE HONDA DEALERSHIP TO BUY AN OIL FILTER  
7 AND CRUSH RING TO CHANGE THE OIL. I HAD BEEN DRIVING  
8 FOR ABOUT A HALF AN HOUR, STOPPED AT A RED LIGHT IN  
9 FRONT OF THE DEALERSHIP AND IT HAPPENED AGAIN. ONCE  
10 AGAIN, TRAFFIC ON THE OFFRAMP STARTED PILING UP,  
11 PEOPLE WERE HONKING AND GOING AROUND ON THE  
12 SHOULDER. I TRIED THE SAME PROCEDURE AS BEFORE BUT  
13 IT DIDN'T WORK AT FIRST. I TRIED IT A COUPLE OF TIMES AND  
14 THE VEHICLE FINALLY STARTED. THE VEHICLE HAS NOT  
15 BEEN SCANNED WITH A SCANNER SINCE THE LAST TIME SO  
16 THERE IS PROBABLY A STORED CODE IF YOU NEED TO  
17 VERIFY THIS.<sup>152</sup>

18  
19  
20 405. On June 8, 2022, the owner of a 2019 Acura TLX filed the following  
21 complaint with NHTSA:

22 THE AUTO START STOP FEATURE FAILED TO START VEHICLE  
23 IN 3 DIFFERENT OCCASIONS, LEADING TO A TRAFFIC JAM  
24 EVERY TIME AND VEHICLES BEHIND ME ALMOST HITTING ME  
25 BECAUSE THEY THOUGHT I WILL BE MOVING WITH TRAFFIC,  
26 STILL WAITING ON ACURA FOR APPOINTMENT TO BRING  
27 VEHICLE<sup>153</sup>

28  
29 406. On June 9, 2022, the owner of a 2019 Honda Pilot filed the following  
30 complaint with NHTSA:

31 WHEN THE CAR IS STOPPED IT WILL SOMETIMES TURN OFF. IT  
32 HAS HAPPENED AT LEAST TWICE IN THE LAST WEEK - ONCE  
33 IN A DRIVE THROUGH AND ONCE AT A STOP SIGN. THE CAR  
34 COMES TO A STOP NORMALLY BUT WHEN IT IS TIME TO  
35 ACCELERATE THE ENGINE TURNS OFF & THE ELECTRICAL  
36 STARTS ACTING WEIRD. I HAVE TO POWER THE CAR OFF AND

37 <sup>152</sup> NHTSA ID 11468123.

38 <sup>153</sup> NHTSA ID 11468127.

1 ON A COUPLE OF TIMES BEFORE I CAN GET IT GOING AGAIN.  
2 I TOOK THE CAR INTO HONDA TODAY AND THEY COULD NOT  
3 FIND ANY PROBLEMS WITH THE CAR. I AM SCARED THAT THIS  
4 WILL HAPPEN ON THE FREEWAY DURING TRAFFIC AND  
5 SOMEONE WILL COME CRASHING INTO ME.<sup>154</sup>

6 407. On June 9, 2022, the owner of a 2019 Honda Pilot filed the following  
7 complaint with NHTSA:

8 I HAVE COMPLAINED TO THE HONDA DEALER DURING EACH  
9 OIL CHANGE THAT MY ENGINE SHUTS OFF WHEN I AM  
10 DRIVING AND COME TO A STOP AT INTERSECTIONS. I  
11 BROUGHT UP THAT I HAD THE CAR BATTERY CHANGED  
12 THREE TIMES ALREADY DUE THE SUSPICION THAT THE  
13 BATTERY WAS CAUSING THE ISSUE. THEY TESTED THE  
14 BATTERY AND FOUND THAT IT WASN'T THE PROBLEM. I  
15 ASKED THEM TO LOOK AT THE SPARK PLUGS, AGAIN, NO  
16 ISSUES. THEY TOOK A TEST DRIVE AND COULD NOT  
17 REPLICATE THE ISSUE. THE PROBLEM STEMS FROM THE  
18 FEATURE THAT AUTOMATICALLY SHUTS OFF THE ENGINE  
19 WHEN THE BRAKES ARE DEPRESSED AND THE VEHICLE IS AT  
20 A COMPLETE STOP. WHEN THE BRAKE IS RELEASED, THE  
21 ENGINE ATTEMPTS TO TURN BACK ON, BUT FAILS. THERE  
22 ARE MANY INDICATOR LIGHTS THAT TURN ON THAT  
23 INDICATE A FAULT. I HAVE TO MANIPULATE THE GEAR  
24 SELECTOR BUTTONS TO GET THE VEHICLE TO SHUT DOWN  
25 AND ATTEMPT TO RESTART THE ENGINE AGAIN. MY VEHICLE  
26 HAS SHUT OFF TENS OF TIMES WHILE DRIVING. MY ONLY FIX  
27 AT THE MOMENT IS TO PRESS A BUTTON NEAR THE BOTTOM  
28 OF THE GEAR SELECTOR THAT DISABLES THE AUTOMATIC  
ON-OFF ENGINE SHUTOFF. THIS IS WHAT I MUST NOW DO  
WHEN I FIRST START MY ENGINE ON. I HAVE BEEN PUT IN  
DANGEROUS SITUATIONS WHEN AT INTERSECTIONS,  
PARTICULARLY AT RIGHT TURNS WHEN MY ENGINE SHUTS  
OFF AND THERE IS ONCOMING VEHICLES. I HAVE HAD  
EXPENSES GETTING THIS ISSUE LOOKED AT AND GETTING  
NEW BATTERIES, WHICH DID NOT RESOLVE THE ISSUE.<sup>155</sup>

<sup>154</sup> NHTSA ID 11468539.

<sup>155</sup> NHTSA ID 11468363.

1       408. On June 9, 2022, the owner of a 2019 Honda Odyssey filed the following  
2 complaint with NHTSA:

3       FREQUENTLY THE ENGINE WILL STALL ON RESTART AFTER  
4 IDLE STOP SYSTEM CUTS THE ENGINE OFF AT A LIGHT.  
5 OCCASIONALLY THE STALL WILL LEAD TO A FULL REBOOT  
6 OF THE CONTROL SYSTEM TAKING UP TO 3 MINUTES TO  
ALLOW A RESTART OF THE ENGINE.<sup>156</sup>

7       409. On June 11, 2022, the owner of a 2020 Honda Pilot filed the following  
8 complaint with NHTSA:

9       WHEN ENGINE AUTO-SHUTOFF WAS ON (AS IT IS  
10 AUTOMATICALLY EVERY TIME THE CAR IS STARTED) I CAME  
11 TO A COMPLETE STOP AND THE VEHICLE TURNED OFF  
12 COMPLETELY. I WAS IN THE MIDDLE OF THE ROAD ON EVERY  
13 OCCASION THIS OCCURRED. THE VEHICLE WOULD NOT  
RESTART FOR AT LEAST 30 SECONDS.<sup>157</sup>

14       410. On June 12, 2022, the owner of a 2018 Honda Pilot filed the following  
15 complaint with NHTSA:

16       ENGINE FAILED TO RESTART AFTER THE AUTO STOP/START  
17 FEATURE SHUT THE ENGINE OFF WHILE I WAS STOPPED  
18 MAKING A LEFT TURN ONTO A BUSY ROAD. THIS IS THE 3RD  
19 TIME THIS HAS HAPPENED. I AM UNABLE TO DISABLE THIS  
20 FEATURE PERMANENTLY. I HAVE TO SHUT THIS FEATURE OFF  
21 MANUALLY EACH TIME I START THE CAR. THE PRIOR TWO  
22 TIMES I WAS STOPPED ON A BUSY ROAD FOR A CAR STOPPED  
23 IN FRONT OF ME AND THE CAR FAILED TO RESTART  
24 EXPOSING MY FAMILY AND I TO A POTENTIAL REAR END  
COLLISION. THIS FEATURE IS VERY DANGEROUS AND IT IS  
ONLY A MATTER OF TIME TILL SOMEONE IS HURT.<sup>158</sup>

25       411. On June 12, 2022, the owner of a 2019 Honda Pilot filed the following

26 <sup>156</sup> NHTSA ID 11468548.

27 <sup>157</sup> NHTSA ID 11468757.

28 <sup>158</sup> NHTSA ID 11468907.



1 complaint with NHTSA:

2 AUTO START/STOP ENGINE STARTS TO STALL AND CAN TAKE  
3 5 SECONDS OR MORE BEFORE RESTARTING. THIS IS  
4 DANGEROUS WHEN GOING IN STOP AND GO TRAFFIC. HAVING  
5 DEALER LOOK AT IT IN THE UPCOMING WEEK. NO WARNING  
SIGNS.<sup>159</sup>

6 412. The above complaints are a representative sampling of the hundreds of  
7 complaints posted to NHTSA and other online sources.

8 413. The significance of the complaints to Honda is evident when compared to  
9 similar complaints about its competitors. For example, searching NHTSA's database  
10 for 2016-2020 Honda Pilot vehicles with complaints that include both the terms "auto"  
11 AND "start" produced 184 hits. The same search produced zero hits for 2016-2020  
12 Toyota 4Runner vehicles, and four hits for 2016-2020 Toyota Highlander vehicles.  
13 Likewise, the same search produced zero hits for 2016-2020 Ford Explorer vehicles,  
14 and only one hit for 2016-2020 Ford Expedition vehicles.

15 414. Customers also post vehicle complaints on other websites, such as  
16 carcomplaints.com, which, upon information and belief, Honda monitors to track  
17 product performance and customer satisfaction. On November 3, 2015, an owner of a  
18 2016 Honda Pilot posted the following complaint on carcomplaints.com:

19 Well, I decided to purchase a new 2016 Honda Touring Pilot from a local  
20 dealer. I have been reading an awful lot of complaints on this new vehicle  
21 from Piloteers.org. I have to say that I am not experiencing all the same  
22 complaints, however, at this point, only one. My Auto Idle Stop feature  
23 does not work or it works intermittently. Jury is still out on that issue. I  
24 received the SUV with 12 miles on her. I started to realize soon after that  
25 my Auto Stop Idle was not working. It did work a few times, etc... This  
26 was probably around 250 miles. I took Suv to dealer at 333 miles on her,  
where they sat me down and explained that a lot of certain conditions need  
to be met for it to work. I replied, that I read the manual and CD. I met all  
those requirements. "It still does not work." Actually, I just looked at what

27 <sup>159</sup> NHTSA ID 11468899.  
28

1 the service tech wrote in her comments and don't agree at all. She wrote  
2 "C/S Stop Idle is Inop. Please advise. Customer spoke with Scott-will  
3 leave his last name omitted and went over stop Idle operation. No  
4 corrective action to be made. Working as described." How can she say, it  
5 is working as described? Scott indicated that he didn't know why it isn't  
6 working. He went on to tell me that unless the icon flashes and throws a  
7 code, they can't do anything. I understand that logic, however, it isn't  
8 working and it isn't throwing any codes to the computer. What do I have  
9 to do to get this to work? It should work every time I have the system on  
10 and ready. Seat belt on, defroster off, all engine temps normal because of  
11 driving the SUV, system on and ready, no flashing icon. What do they  
want, screaming kids in the back seat bouncing all around to get this  
system to work? Bottom line is that it does not work and I somewhat felt  
blown off at my dealer. I realize that the SUV is brand new. I don't know  
what to do. I paid over 46k and feel all advertised systems should work  
100% of the time. Thank you.<sup>160</sup>

12 415. On October 16, 2015, the owner of a 2016 Honda Pilot posted the  
13 following complaint on carcomplaints.com:

14 My 2016 Honda Pilot Elite has been back to the dealer four times for a  
15 fix to the auto idle stop problem. Each time they report a different fix and  
16 it works for a period of days or weeks, then stops again. Last visit they  
17 said it was because of a defective vehicle battery. Again it worked for less  
18 than two weeks. I really like this vehicle and do not want to avail myself  
19 of the State Lemon Law protections. I just want this issue fixed once and  
for all<sup>161</sup>

20 416. On November 18, 2015, the owner of a 2016 Honda Pilot posted the  
21 following complaint on carcomplaints.com:

22 I have 2016 Pilot Elite and took for repair same place where i purchase.  
23 Third time they fixed the original problem but it crest other problem.  
24 Original problem is while i driving it start misfiring the engine and all  
25 light in dash board start blinking. You fill like you are driving without  
exhaust system. First time i took for repair dealers say PCM has to reset

26 <sup>160</sup>  
27 [https://www.carcomplaints.com/Honda/Pilot/2016/engine/auto\\_idle\\_stop\\_does\\_not\\_](https://www.carcomplaints.com/Honda/Pilot/2016/engine/auto_idle_stop_does_not_work.shtml)  
work.shtml (last visited June 16, 2022).

28 <sup>161</sup> *Id.*

1 it. Second time i took for repair they said catalytic convertor need to  
2 replace. Third time i took it they said injected need to replace. Now other  
3 problem came up is my Auto Engine Idle on/of dose not working. I think  
this car is LEMON CAR.<sup>162</sup>

4 417. On November June 6, 2021, the owner of a 2020 Acura TLX posted the  
5 following complaint on carcomplaints.com:

6 Two times in three weeks with the auto idle stop active the car failed to  
7 restart on a green light. Following all the prompts in the car it takes over  
8 a minute to re start the car while blocking traffic.<sup>163</sup>

9 418. Honda also knew, should have known, or was reckless in not knowing  
10 about the Idle Stop Defect since the pre-release process of designing, manufacturing,  
11 engineering, and testing the Class Vehicles. Honda and its suppliers perform pre-  
12 release design, testing, and validation of all the parts, components, systems, and  
13 features, including PPAP, DFMEA, MFMEA, DVP&R, and other tests, particularly  
14 the idle stop feature's software and hardware components and the different driving  
15 customer conditions they may face.

16 419. For example, FMEA tests assess methods or modes by which a particular  
17 component or system might fail. Such testing examines the materials used in each  
18 component, the assembly of the part, and whether use in various manners would cause  
19 the part to fail. For example, FMEA testing would explore, among other things, how  
20 and under what conditions the idle stop feature, including the software, the valves, and  
21 the starter, among other things, could fail, how likely failure was under different  
22 conditions, and how likely each condition tested was to occur. If properly performed,  
23 FMEA testing here would have revealed that the Class Vehicles were susceptible to the  
24 Idle Stop Defect.

25 420. Honda also performs field testing at its proving grounds in California and

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26 <sup>162</sup> *Id.*

27 <sup>163</sup> <https://www.carcomplaints.com/Acura/TLX/2020/engine/engine.shtml>

1 Ohio. Considering the early time in service and frequency at which the Idle Stop Defect  
2 becomes apparent, Honda would have learned about the Idle Stop Defect from this pre-  
3 release testing.

4 421. During these phases, Honda would have gained comprehensive and  
5 exclusive knowledge about the Idle Stop feature and its components, particularly the  
6 basic engineering principles behind the construction and function of the Idle Stop  
7 feature such as the software used and the system integration and its performance in the  
8 field. However, Honda failed to act on that knowledge and instead installed the  
9 defective Idle Stop feature in the Class Vehicles. Honda subsequently marketed and  
10 sold these vehicles to unsuspecting consumers without disclosing the safety risk or  
11 warning to Class members.

12 422. Honda further knew about the Idle Stop Defect from its warranty data. Per  
13 the TREAD Act, Honda tracks its vehicles' diagnoses and repairs from dealership  
14 technicians in a single, aggregated database. Honda employs people who monitor the  
15 database for repair trends, and engineering and management staff review such trends  
16 in regular meetings.<sup>164</sup> For every complaint that a consumer files with NHTSA, Honda  
17 likely receives hundreds or thousands of related warranty claims.<sup>165</sup> Accordingly,  
18 Honda likely received hundreds or thousands of Idle Stop Defect warranty claims  
19 starting as far back as late 2015 or early 2016, before Plaintiffs purchased their vehicles.

20 423. Based on the voluminous count of early warranty complaints likely  
21 submitted to Honda and other sources, Honda identified a problem and worked to  
22 develop a remedy. Honda likely knew of the Idle Stop Defect well before it released  
23 the May 2018 service letter, as it takes an accretion of knowledge and understanding  
24 to develop and release such measures.

25 424. Despite its knowledge, Honda failed to disclose and actively concealed

26 <sup>164</sup> <https://static.nhtsa.gov/odi/rcl/2020/RCLRPT-20V439-2939.PDF>

27 <sup>165</sup> <https://static.nhtsa.gov/odi/rcl/2017/RMISC-17V418-5009.pdf> (zero field reports,  
28 3,826 warranty claims).

1 the Idle Stop Defect. Honda has released cryptic TSBs and service messages to its  
2 dealerships instructing them to perform one of three, or all three, countermeasures.  
3 However, Honda has not disclosed the cause of the defect even when customers present  
4 their vehicles for repair. In fact, when Plaintiff Bolooki further inquired about the Idle  
5 Stop Defect at his dealership, he was told not to bring the car back for service with  
6 respect to the Idle Stop Defect. Other Class members report similar experiences, as  
7 evident from the following sampling of NHTSA complaints:

8       This issue is with the start-stop system. The car fails to restart after it the  
9 car stops and the engine shuts off. The car has been serviced twice for this  
10 issue. The battery and a cable were replaced at my expense. This resolved  
11 the issue for a few months, but it returned again in February of 2022. The  
12 battery was replaced under warrantee at that time. This issue has now  
13 returned again July, 2022. In at least two of the instances I felt I was  
14 extremely at risk as the car was stalled in busy intersections forcing traffic  
15 to make emergency stops be hind me or take evasive actions to avoid  
16 hitting my car. The normal starting procedure to start the car did not seem  
17 to work. There was nothing to indicated to me that there was an issue.<sup>166</sup>

16       The autostop feature on the car fails to restart the engine. The car  
17 completely shuts down and all electrical is dead. This has happened  
18 multiple times over the course of many years. Often is takes multiple  
19 attempts to restart the vehicle while sitting in dangerous traffic situations  
20 (e.g. highway, nighttime with no lights). This is a significant safety issue.  
21 Honda has failed to fix the problem despite a new ignition switch and new  
22 battery. They don't seem to know how to fix it.<sup>167</sup>

21       This appears to be a known problem with the Honda Pilot with the car  
22 auto start/stop feature. The power/engine cuts on and off when trying to  
23 start back up. The dealer replaced the battery but after around 6 months it  
24 has started again. Before the battery replacement, we had the issue happen  
25 on the freeway while driving. So, it wasn't just after the autostop but it  
26 happens more prevalently then. It happened at least 2 to 3 times on the  
27 freeway. After reading that some vehicles don't start back up, I am  
28 concerned that if this cuts out on the freeway and doesn't start back up, it

<sup>166</sup> NHTSA ID 11473698, 2015 Acura TLX, July 13, 2022.

<sup>167</sup> NHTSA ID 11512729, 2017 Honda Pilot, March 20, 2023.

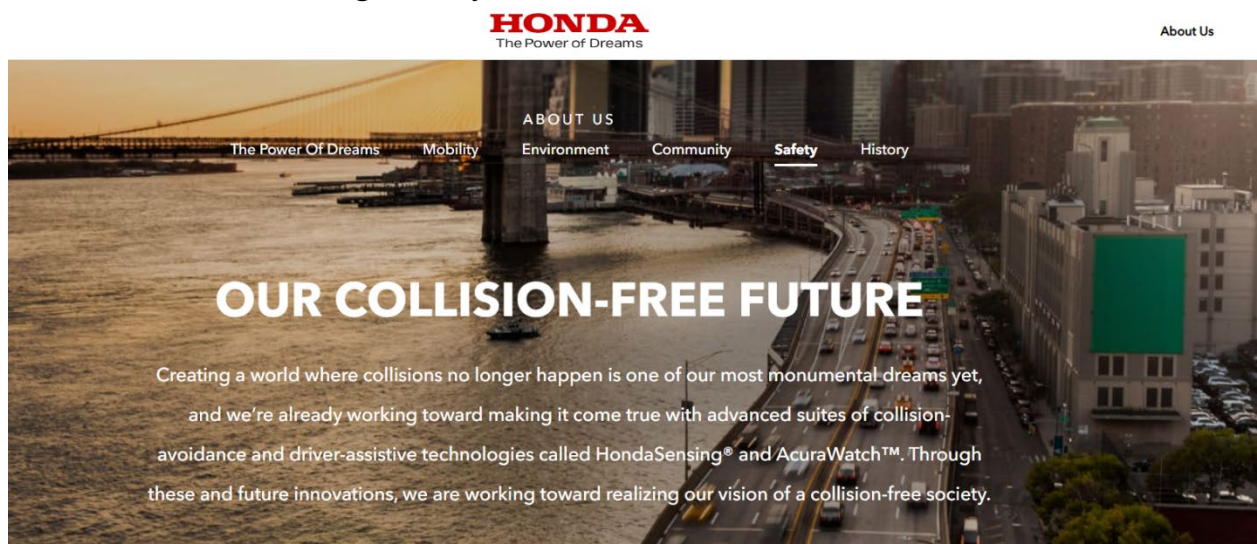


1 could cause an accident on the freeway at high speeds. I urge you to push  
2 Honda to recall the vehicle to fix this issue before someone get hurt. The  
3 dealer tech doesn't know what to do to fix the problem. And, doesn't  
4 appear to be the battery as we had the new one checked again just to be  
5 sure.<sup>168</sup>

6 The contact owns a 2017 Honda Pilot. The contact stated while making a  
7 stop at a stop sign, the vehicle stalled with an unknown warning light  
8 illuminated. The contact turned off and restarted the vehicle. After  
9 restarting the vehicle, the vehicle started operating normally. The vehicle  
10 was taken to the dealer to be diagnosed; however, the contact was unsure  
11 which fuse the dealer stated needed to be replaced. The vehicle was not  
12 repaired. The manufacturer was not contacted. The failure mileage was  
13 20,000<sup>169</sup>

14 425. Despite knowing of the Idle Stop Defect, Honda extensively advertised  
15 the safety of the Class Vehicles, while concealing the Idle Stop Defect.

16 426. For example, Honda currently dedicates a page on its website to “safety,”  
17 where Honda touts the safety of its vehicles, including a “collision-free future” and  
18 “advanced collision mitigation systems”:<sup>170</sup>

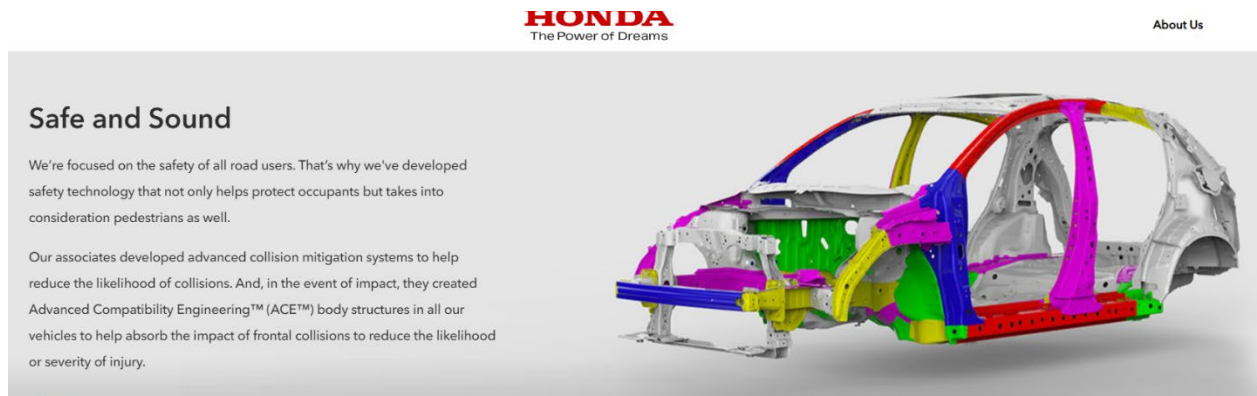


26 <sup>168</sup> NHTSA ID 11510301, 2017 Honda Pilot, March 6, 2023.

27 <sup>169</sup> NHTSA ID 11509290, 2017 Honda Pilot, February 27, 2023.

28 <sup>170</sup> <https://www.honda.com/safety> (last visited June 16, 2022).





427. In 2020, Honda launched its “Safety for Everyone” marketing campaign to convince consumers that everyone “can safely and confidently enjoy the freedom of mobility” in Honda vehicles.<sup>171</sup>

428. Honda also made similar representations and omissions when marketing the Class Vehicles. For example, Honda directly marketed the Class Vehicles to consumers via extensive nationwide, multimedia advertising campaigns on television, the Internet, billboards, print publications, mailings, and through other mass media, which impart a uniform and persuasive marketing message.

429. In the sales brochure for the 2016 Honda Pilot, Honda advertised “Sensible Safety.”<sup>172</sup>

430. In the sales brochure for the 2017 Honda Pilot, Honda stated that it was “looking out for you.”<sup>173</sup>

431. In the sales brochure for the 2017 Honda Odyssey, Honda stated that occupant safety is the “top priority.”<sup>174</sup>

<sup>171</sup><https://hondanews.com/en-US/honda-corporate/releases/release-77eb8ddd88ce8b803d48f5ee690002b4-powerful-stories-about-safety-performance-from-honda-customers-and-family-members-expand-honda-safety-for-everyone-brand-campaign>

<sup>172</sup><https://automobiles.honda.com/images/2016/pilot/downloads/2016-pilot-brochure.pdf>

<sup>173</sup>[https://automobiles.honda.com/-/media/Honda-Automobiles/Vehicles/2017/Pilot/Pilot-Brochures/V2/MY17\\_Pilot\\_Online\\_Brochure.pdf](https://automobiles.honda.com/-/media/Honda-Automobiles/Vehicles/2017/Pilot/Pilot-Brochures/V2/MY17_Pilot_Online_Brochure.pdf)

<sup>174</sup><https://automobiles.honda.com/images/2017/odyssey/downloads/2017-odyssey-brochure.pdf>

1 432. In the sales brochure for the 2018 Honda Odyssey, Honda stated that the  
2 vehicle was “solid on safety.”<sup>175</sup>

3 433. In the sales brochure for the 2019 Honda Odyssey, Honda stated that it  
4 strives to provide safety features that “ensure the safety of the occupants” and that this  
5 gives the occupants “peace of mind” while driving.<sup>176</sup>

6 434. In the sales brochure for the 2017 Acura MDX, Honda boasted that its  
7 vehicle protect “your back, your front, and your sides.”<sup>177</sup>

8 435. In the sales brochure for the 2018 Acura MDX, Honda boasted that its  
9 vehicles are “safe enough for . . . families to ride in” and that its goal is to exist in a  
10 world where there are zero collisions.<sup>178</sup>

11 436. In the sales brochure for the 2019 Acura MDX, Honda stated that  
12 occupant safety is the “top priority.”<sup>179</sup>

13 437. Honda consistently promoted the Class Vehicles as safe, while knowingly  
14 omitting and concealing information about material defects in the Class Vehicles from  
15 consumer, including Plaintiffs and the other Class members.

16 438. Had Honda disclosed the Idle Stop Defect, Plaintiffs and the other Class  
17 members would not have purchased their Class Vehicles, or would have paid less for  
18 them.

19 439. Honda also issued written warranties with the sale of the Class Vehicles.  
20 The written warranties were for the benefit of Plaintiffs and the Class members and  
21 were issued for the purpose of persuading them to purchase their respective Class  
22 Vehicles.

23 440. Plaintiffs, individually and on behalf of the other Class members of the

24 <sup>175</sup> <https://www.daltshondaorillia.com/pdf/2018-honda-odyssey.pdf>

25 <sup>176</sup> <https://www.daltshondaorillia.com/pdf/2019-odyssey.pdf>

26 <sup>177</sup> [https://www.auto-brochures.com/makes/acura/tlx/Acura\\_US%20TLX\\_2017.pdf](https://www.auto-brochures.com/makes/acura/tlx/Acura_US%20TLX_2017.pdf)

27 <sup>178</sup> [https://www.auto-brochures.com/makes/acura/mdx/Acura\\_US%20MDX\\_2018.pdf](https://www.auto-brochures.com/makes/acura/mdx/Acura_US%20MDX_2018.pdf)

28 <sup>179</sup> [https://www.auto-brochures.com/makes/acura/mdx/Acura\\_US%20MDX\\_2019.pdf](https://www.auto-brochures.com/makes/acura/mdx/Acura_US%20MDX_2019.pdf)

below-defined classes notified Honda of the Idle Stop Defect in the Class Vehicles— and Honda’s corresponding breach of warranties and violations of state consumer protection acts—through a notice letter dated September 13, 2022, and sent by United States Certified Mail to Honda through its counsel, Lewis Brisbois Bisgaard & Smith LLP.

## **V. TOLLING OF THE STATUTES OF LIMITATION**

### **A. DISCOVERY RULE TOLLING**

441. Plaintiffs and the other Class members could not have discovered through the exercise of reasonable diligence that their Class Vehicle were defective within the time period of any applicable statutes of limitation.

442. Neither Plaintiffs nor the other Class members knew or could have known of the Idle Stop Defect in their Class Vehicles, at least until after the ODI Report was publicly issued.

### **B. FRAUDULENT CONCEALMENT TOLLING**

443. Throughout the time period relevant to this action, Honda concealed from and failed to disclose to Plaintiffs and the other Class members vital information about the Idle Stop Defect described herein.

444. Indeed, Honda kept Plaintiffs and the other Class members ignorant of vital information essential to the pursuit of their claims. As a result, neither Plaintiffs nor the other Class members could have discovered the defect, even upon reasonable exercise of diligence.

445. Specifically, since at least October 2015, Honda has been aware that the Idle Stop feature that it installed in the Class Vehicles was defective.

446. Despite its knowledge of the defect, Honda failed to disclose and concealed, and continues to conceal, this critical information from Plaintiffs and the other Class members, even though, at any point in time, it could have done so through individual correspondence, media release, or by other means.

1 447. Honda affirmatively and actively concealed the Idle Stop Defect when it  
2 continued marketing the Idle Stop feature and introducing new vehicles with this  
3 feature, despite knowing that it was defective.

4 448. Plaintiffs and the other Class members justifiably relied on Honda to  
5 disclose the Idle Stop Defect in the Class Vehicles that they purchased or leased,  
6 because that defect was hidden and not discoverable through reasonable efforts by  
7 Plaintiffs and the other Class members.

8 449. Thus, the running of all applicable statutes of limitation have been  
9 suspended with respect to any claims that Plaintiffs and the other Class members have  
10 sustained as a result of the defect, by virtue of the fraudulent concealment doctrine.

11 **C. ESTOPPEL**

12 450. Honda knew about the Idle Stop Defect since at least 2015.

13 451. However, Honda did not disclose the Idle Stop Defect to Plaintiffs or the  
14 other Class members, nor did Honda warn Plaintiffs and Class members of the dangers  
15 of the Idle Stop Defect.

16 452. Instead, Honda continued to mass-market the Class Vehicles, including  
17 the idle stop feature, solely for the purpose of generating revenues for Honda's benefit.

18 453. Honda did not release a countermeasure to remedy the Idle Stop Defect  
19 until March 2022, a software update released for the Acura TLX that disables the Idle  
20 Stop system, eliminating its functionality, not remedying the defect. Honda released  
21 the same inadequate remedy for the remaining Class Vehicles in January 2023. Honda  
22 likewise issued another TSB for valve adjustment and started replacement, but failures  
23 continue to happen after these updates.

24 454. Before these TSBs were released, dealerships would often turn customers  
25 away, telling them the problem could not be replicated or that it was normal. In other  
26 circumstances, they would perform a repair(s) that failed to fix the Idle Stop Defect.

27 455. Because of Honda's inadequate repairs, Plaintiffs and Class members  
28

1 were led to believe that the problem was fixed, only to find out it would later fail again.  
2 Honda was merely releasing band-aid fixes, rather than one that eliminates the Idle  
3 Stop Defect for good.

4 456. Plaintiff Kaminski first experienced the Idle Stop Defect within the first  
5 year of purchase. Plaintiff Kaminski presented his vehicle to a Honda dealership for  
6 repair, but the dealership could not replicate the issue and told Plaintiff Kaminski that  
7 his vehicle was not defective. Plaintiff Kaminski relied on the dealership's statement  
8 that there was no defect until shortly before filing this action.

9 457. Plaintiff Derry first experienced the Idle Stop Defect within the first year  
10 of purchase. Plaintiff Derry presented his vehicle to a Honda dealership for repair, but  
11 the dealership could not replicate the issue and told Plaintiff Derry that his vehicle was  
12 not defective. Plaintiff Derry relied on the dealership's statement that there was no  
13 defect until shortly before filing this action.

14 458. Plaintiff Bolooki first experienced the Idle Stop Defect within the first two  
15 years of purchase. Plaintiff Bolooki presented his vehicle to a Honda dealership for  
16 repair multiple times. Although the dealership was unable to remedy the Idle Stop  
17 Defect, it told Plaintiff Bolooki that Honda was preparing an update that would remedy  
18 the defect. Plaintiff Bolooki relied on the dealership's statements and repairs that the  
19 Idle Stop Defect would soon be remedied until shortly before filing this action.

20 459. Based on information and belief, each Plaintiffs' dealerships' responses  
21 were based on information provided to them by Honda, whether public or private TSBs  
22 or other diagnostic and repair guidance provided, such as the service manuals or other  
23 sources.

24 460. Honda was under a continuous duty to disclose to Plaintiffs and the other  
25 Class members the true character, quality, and nature of the Class Vehicles.

26 461. Honda knowingly concealed the true nature, quality, and character of the  
27 Class Vehicles.  
28

1 462. Based on the foregoing, Honda is estopped from relying on any statutes  
2 of limitations in defense of this action.

3 **VI. CLASS ACTION ALLEGATIONS**

4 463. Plaintiffs bring this action pursuant to Rules 23(a), 23(b)(2), 23(b)(3), and  
5 23(c)(4) of the Federal Rules of Civil Procedure, individually and on behalf of all others  
6 similarly situated.

7 464. Plaintiffs seek to represent a Nationwide Class, defined as:

8 All persons who purchased or leased a Class Vehicle (as defined  
9 herein) in the fifty States.

10 465. Plaintiffs also respectively seek to represent the following State Classes,  
11 alternatively:

- 12 • All persons who purchased or leased a Class Vehicle (as defined herein)  
13 in the State of Alabama (the “Alabama Class”).
- 14 • All persons who purchased or leased a Class Vehicle (as defined herein)  
15 in the State of California (the “California Class”).
- 16 • All persons who purchased or leased a Class Vehicle (as defined herein)  
17 in the State of Connecticut (the “Connecticut Class”).
- 18 • All persons who purchased or leased a Class Vehicle (as defined herein)  
19 in the State of Indiana (the “Indiana Class”).
- 20 • All persons who purchased or leased a Class Vehicle (as defined herein)  
21 in the State of Louisiana (the “Louisiana Class”).
- 22 • All persons who purchased or leased a Class Vehicle (as defined herein)  
23 in the State of Maryland (the “Maryland Class”).
- 24 • All persons who purchased or leased a Class Vehicle (as defined herein)  
25 in the State of New Hampshire (the “New Hampshire Class”).
- 26 • All persons who purchased or leased a Class Vehicle (as defined herein)  
27 in the State of Pennsylvania (the “Pennsylvania Class”).
- 28 • All persons who purchased or leased a Class Vehicle (as defined herein)  
in the State of Texas (the “Texas Class”).
- All persons who purchased or leased a Class Vehicle (as defined herein)  
in the State of Virginia (the “Virginia Class”).



- All persons who purchased or leased a Class Vehicle (as defined herein) in the State of Washington (the “Washington Class”).

466. Excluded from the Classes are HML and HMA and any of their members, affiliates, parents, subsidiaries, officers, directors, employees, successors, or assigns; the judicial officers, and their immediate family members; and Court staff assigned to this case. Plaintiffs reserve the right to modify or amend the Class definition, as appropriate, during the course of this litigation.

467. This action has been brought and may properly be maintained on behalf of the Classes proposed herein under the criteria of Rule 23 of the Federal Rules of Civil Procedure.

468. **Numerosity – Federal Rule of Civil Procedure 23(a)(1).** The members of the Class are so numerous and geographically dispersed that individual joinder of all class members is impracticable. While Plaintiffs are informed and believe that there are thousands of Class members, the precise number of Class members is unknown to Plaintiffs, but may be ascertained from Honda’s books and records. Class members may be notified of the pendency of this action by recognized, Court-approved notice dissemination methods, which may include U.S. Mail, electronic mail, Internet postings, and/or published notice.

469. **Commonality and Predominance – Federal Rule of Civil Procedure 23(a)(2) and 23(b)(3).** This action involves common questions of law and fact, which predominate over any questions affecting individual Class members, including, without limitation:

- a. whether Honda engaged in the conduct alleged herein;
- b. whether Honda’s alleged conduct violates applicable law;
- c. whether Honda designed, advertised, marketed, distributed, leased, sold, or otherwise placed the Class Vehicles into the stream of commerce in the United States;
- d. whether Honda misled Class members about the quality of the Class

Vehicles;

- e. whether the Class Vehicle contain the Idle Stop Defect;
- f. whether Honda had actual or imputed knowledge about the alleged defect but failed to disclose it to Plaintiffs and the other Class members;
- g. whether Honda's omissions and concealment regarding the quality of the Class Vehicles were deceptive in violation of state consumer protection laws;
- h. whether Honda breached its express warranty to the Class members with respect to the Class Vehicles;
- i. whether Class members overpaid for their Class Vehicles as a result of the defect alleged herein;
- j. whether Class members are entitled to damages, restitution, restitutionary disgorgement, equitable relief, statutory damages, exemplary damages, and/or other relief; and
- k. the amount and nature of relief to be awarded to Plaintiffs and the other Class members.

470. **Typicality – Federal Rule of Civil Procedure 23(a)(3).** Plaintiffs' claims are typical of the other Class members' claims because Plaintiffs and the other Class members purchased or leased Class Vehicles with a uniform defect. Neither Plaintiffs nor the other Class members would have purchased the Class Vehicles, or would have paid less for the Class Vehicles, had they known of the Idle Stop Defect in the Class Vehicles. Plaintiffs and the other Class members suffered damages as a direct proximate result of the same wrongful practices in which Honda engaged. Plaintiffs' claims arise from the same practices and course of conduct that give rise to the claims of the other Class members.

471. **Adequacy of Representation – Federal Rule of Civil Procedure**

1 **23(a)(4).** Plaintiffs are adequate Class representatives because their interests do not  
2 conflict with the interests of the other members of the Class that they seek to represent,  
3 Plaintiffs have retained counsel competent and experienced in complex class action  
4 litigation, and Plaintiffs intend to prosecute this action vigorously. The Class's interests  
5 will be fairly and adequately protected by Plaintiffs and their counsel.

6       **472. Declaratory and Injunctive Relief – Federal Rule of Civil Procedure**  
7 **23(b)(2).** Honda has acted or refused to act on grounds generally applicable to Plaintiffs  
8 and the other Class members, thereby making appropriate final injunctive relief and  
9 declaratory relief, as described below, with respect to the Class members as a whole.

10       **473. Superiority – Federal Rule of Civil Procedure 23(b)(3).** A class action  
11 is superior to any other available means for the fair and efficient adjudication of this  
12 controversy, and no unusual difficulties are likely to be encountered in the management  
13 of this class action. The damages or other financial detriment suffered by Plaintiffs and  
14 the other Class members are relatively small compared to the burden and expense that  
15 would be required to individually litigate their claims against Honda, so it would be  
16 impracticable for the Class members to individually seek redress for Honda's wrongful  
17 conduct. Even if the Class members could afford litigation the court system could not.  
18 Individualized litigation creates a potential for inconsistent or contradictory judgments,  
19 and increases the delay and expense to all parties and the court system. By contrast, the  
20 class action device presents far fewer management difficulties, and provides the  
21 benefits of single adjudication, economy of scale, and comprehensive supervision by a  
22 single court.

## 23                               **VII. CLAIMS FOR RELIEF**

### 24       **A. Claims Brought on Behalf of the Florida Class**

25                                       **COUNT 1**  
26                               **VIOLATIONS OF THE FLORIDA DECEPTIVE**  
27                               **AND UNFAIR TRADE PRACTICES ACT**  
28                               **Fla. Stat. §§ 501.201 *et seq.***  
                                     **(against American Honda Motor Co., Inc. only)**

1 474. Plaintiff Bolooki (“Plaintiff,” for purposes of the Florida Class’s claims)  
2 incorporates by reference each allegation as if fully set forth herein.

3 475. Plaintiff brings this Count individually and on behalf of the other members  
4 of the Florida Class (the “Class” for purposes of this claim).

5 476. The Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”)  
6 prohibits any “[u]nfair methods of competition, unconscionable acts or practices, and  
7 unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby  
8 declared unlawful.”

9 477. By the conduct described in detail above and incorporated herein, Honda  
10 engaged in unfair or deceptive acts in violation of FDUTPA.

11 478. Honda’s omissions regarding the Idle Stop Defect, described above are  
12 material facts that a reasonable person would have considered in deciding whether or  
13 not to purchase (or to pay the same price for) a Class Vehicle.

14 479. Honda’s omissions regarding the Idle Stop Defect were likely to deceive  
15 a consumer acting reasonably in the same circumstances as Plaintiff and the other Class  
16 members.

17 480. Honda intended for Plaintiff and the other Class members to rely on  
18 Honda’s omissions of fact regarding the Idle Stop Defect.

19 481. Plaintiff and the other Class members justifiably acted or relied to their  
20 detriment upon Honda’s omissions of fact concerning the above-described Idle Stop,  
21 as evidenced by Plaintiff’s and the other Class members’ purchase of their vehicles.

22 482. Had Honda disclosed all material information regarding the Idle Stop  
23 Defect to Plaintiff and the other Class members, then they would not have purchased  
24 or leased the vehicle or would have paid less to do so.

25 483. Honda’s omissions deceived Plaintiff and the other Class members.

26 484. Honda acted willfully in not disclosing the Idle Stop Defect from Plaintiff  
27 and the other Class members.  
28

1 485. Honda's deceptive omissions constitute an independent tort, separate of  
2 the breach of warranties alleged herein.

3 486. Plaintiff and the other Class members suffered ascertainable loss and  
4 actual damages as a direct result of Honda's omission of and failure to disclose the Idle  
5 Stop Defect. Plaintiff and the other Class members who purchased or leased the Class  
6 Vehicles would not have done so, or would have paid significantly less, if the true  
7 nature of the Class Vehicles had been disclosed.

8 487. Honda's violations present a continuing risk to Plaintiff and the Class, as  
9 well as to the general public. Defendant's unlawful acts and practices complained of  
10 herein affect the public interest.

11 488. Plaintiff and the Class seek an award of compensatory damages, punitive  
12 damages, reasonable attorneys' fees pursuant to Florida Statute section 501.201 et seq.,  
13 costs, interest and any other just and proper relief available under FDUTPA.

14 **COUNT 2**  
15 **BREACH OF EXPRESS WARRANTY<sup>180</sup>**  
16 **Fla. Stat. §§ 672.313 and 680.21**  
**(against American Honda Motor Co., Inc. only)**

17 489. Plaintiff Bolooki ("Plaintiff," for purposes of the Florida Class's claims)  
18 incorporates by reference each allegation as if fully set forth herein.

19 490. Plaintiff brings this Count individually and on behalf of the other members  
20 of the Florida Class (the "Class").

21 491. Honda is and was at all relevant times a "merchant" with respect to motor  
22 vehicles under Fla. Stat. § 672.104 and is a "seller" of motor vehicles under § 672.103.

23 492. With respect to leases, Honda is and was all relevant times a "lessor" of  
24 motor vehicles under Fla. Stat. § 680.1031.

25 493. The Class Vehicles are and were at all relevant times "goods" within the

26 <sup>180</sup> The Court previously dismissed Plaintiffs' Breach of Express Warranty Claims.  
27 (ECF No. 65.) Accordingly, this claim is asserted only for purposes of appeal.

1 meaning of Fla. Stat. § 672.105 and § 680.1031.

2 494. In its New Vehicle Limited Warranty, Honda expressly warranted that it  
3 would “repair or replace any part that is defective in material or workmanship under  
4 normal use.”

5 495. The warranty further states that all repairs/replacements made under the  
6 warranty are free of charge.

7 496. Honda’s New Vehicle Limited Warranty formed the basis of the bargain  
8 that was reached when Plaintiff and the other Class members purchased or leased their  
9 Class Vehicles with the Idle Stop Defect.

10 497. Honda breached the express warranty to repair parts defective in material  
11 or workmanship by failing to repair the Idle Stop Defect.

12 498. Honda has not repaired, and has been unable to repair, the Idle Stop Defect  
13 in Plaintiff’s Class Vehicle or the Class Vehicles of the other Class members.

14 499. Honda was provided notice of the Idle Stop Defect through numerous  
15 complaints filed against it directly and through its dealers, as well as its own internal  
16 engineering.

17 500. Further, Plaintiff brought his vehicle into Braman Honda in 2018, during  
18 his vehicle’s warranty period, to have the Idle Stop Defect fixed. Honda was unable to  
19 do so.

20 501. The New Vehicle Limited Warranty fails in its essential purpose because  
21 the contractual remedy of repair/replacement is insufficient to make Plaintiff and the  
22 other Class members whole and because Honda has failed and/or has refused to  
23 adequately provide the promised remedies within a reasonable time.

24 502. Accordingly, recovery by Plaintiff and the other Class members is not  
25 limited to the limited warranty of repair/replacement, and Plaintiff, individually and on  
26 behalf of the other Class members, seek all remedies as allowed by law.

27 503. Also, as alleged in more detail herein, at the time that Honda warranted  
28



1 and sold the Class Vehicles it knew that the Class Vehicles did not conform to the  
2 warranty and were inherently defective, and Honda improperly concealed material  
3 facts regarding its Class Vehicles. Plaintiff and the other Class members were,  
4 therefore, induced to purchase or lease the Class Vehicles under false pretenses.

5 504. Moreover, much of the damage flowing from the Class Vehicles cannot  
6 be resolved through the limited remedy of repairs, as those incidental and consequential  
7 damages have already been suffered due to Honda's improper conduct as alleged  
8 herein, and due to its failure and/or continued failure to provide such limited remedy  
9 within a reasonable time, and any limitation on Plaintiff's and the other Class members'  
10 remedies would be insufficient to make Plaintiff and the other Class members whole.

11 505. As a direct and proximate result of Honda's breach of express warranty,  
12 Plaintiff and the other Class members have been damaged in an amount to be  
13 determined at trial.

14 **COUNT 3**  
15 **BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY**  
16 **Fla. Stat. §§ 672.101 *et seq.***  
**(against American Honda Motor Co., Inc. only)**

17 506. Plaintiff Bolooki ("Plaintiff," for purposes of the Florida Class's claims)  
18 incorporates by reference each allegation as if fully set forth herein.

19 507. Plaintiff brings this Count individually and on behalf of the other members  
20 of the Florida Class (the "Class").

21 508. Honda is a merchant with respect to the Class Vehicles, as that term is  
22 used in Fla. Stat. § 672.104.

23 509. The Class Vehicles are goods as that term is used in Fla. Stat. § 672.105.

24 510. Plaintiff and Class members are buyers as that term is used in Fla. Stat. §  
25 672.103, and Honda is a seller as that term is used in Fla. Stat. § 672.103.

26 511. Plaintiff purchased his Class Vehicle from Honda and an implied warranty  
27 that the goods were merchantable arose by operation of law as part of the sale.  
28

512. There is privity because Plaintiff and the other Class members' dealerships were agent of Honda. Namely, upon information and belief, Honda controlled the marketing and sale of the Class Vehicles, Honda set the MSRP and controlled any dealership incentives which may have been available, the dealership executed the purchase agreement on behalf of Honda, that the dealership acted as Honda's agent in connection with the sale, and the dealership bound Honda to contractual obligations with the sale of the Class Vehicles.

513. Honda breached the implied warranty of merchantability in that the goods were not in a merchantable condition when sold or any time thereafter and were not fit for the ordinary purposes for which such goods were used, as further alleged herein.

514. Honda has actual knowledge of the Idle Stop Defect as alleged herein, satisfying any notice requirement. Moreover, due to Honda's failure to remedy the Idle Stop Defect, any notice requirement is futile.

515. The New Vehicle Limited Warranty fails in its essential purpose because the contractual remedy of repair/replacement is insufficient to make Plaintiff and the other Class members whole and because Honda has failed and/or has refused to adequately provide the promised remedies within a reasonable time. Accordingly, the implied warranty of merchantability is not limited to the Limited Warranty period.

516. As a direct and proximate result of the Idle Stop Defect, Plaintiff has not appreciated the benefit of his bargain and has suffered actual damages, as well as incidental and consequential damages, in an amount to be determined at trial.

**COUNT 4**  
**FRAUDULENT OMISSION**  
**(against American Honda Motor Co., Inc. only)**

517. Plaintiff Bolooki (“Plaintiff,” for purposes of the Florida Class’s claims) incorporates by reference each allegation as if fully set forth herein.

518. Plaintiff brings this Count individually and on behalf of the other members of the Florida Class (the “Class”).

1           519. Honda was aware of the Idle Stop Defect when it marketed and sold the  
2 Class Vehicles to Plaintiff and the other Class members.

3           520. Having been aware of the Idle Stop Defect and having known that Plaintiff  
4 and the other Class members could not have reasonably been expected to know of this  
5 defect, Honda had a duty to disclose the Idle Stop Defect to Plaintiff and the other Class  
6 members in connection with the sale or lease of the Class Vehicles.

7           521. Further, Honda had a duty to disclose the Idle Stop Defect because  
8 disclosure of the Idle Stop Defect was necessary to dispel misleading impressions about  
9 the Class Vehicles' safety that were or might have been created by partial  
10 representation of the facts. Specifically, Honda promoted, through its advertisements  
11 available to all Class members, that the vehicles were safe. Honda also disclosed  
12 information concerning the Class Vehicles in window stickers associated with the Class  
13 Vehicles, without disclosing that these vehicles contained the Idle Stop Defect.

14           522. Honda did not disclose the Idle Stop Defect to Plaintiff and the other Class  
15 members in connection with the sale or lease of the Class Vehicles.

16           523. For the reasons set forth above, the Idle Stop Defect comprises material  
17 information with respect to the sale or lease of the Class Vehicles.

18           524. In purchasing or leasing the Class Vehicles, Plaintiff and the other Class  
19 members reasonably relied on Honda to disclose known material defects with respect  
20 to the Class Vehicles. Had Plaintiff and the other Class members known of the Idle  
21 Stop within the Class Vehicles, they would have not purchased the Class Vehicles or  
22 would have paid less for the Class Vehicles.

23           525. Honda's deceptive omissions constitute an independent tort, separate of  
24 the breach of warranties alleged herein.

25           526. Through its omissions regarding the Idle Stop Defect within the Class  
26 Vehicles, Honda intended to induce, and did induce, Plaintiff and the other Class  
27 members to purchase or lease a Class Vehicle that they otherwise would not have  
28

1 purchased, or to pay more for a Class Vehicle than they otherwise would have paid.

2 527. As a direct and proximate result of Honda's omissions, Plaintiff and the  
3 other Class members either paid too much for the Class Vehicles or would not have  
4 purchased the Class Vehicles if the Idle Stop Defect had been disclosed to them, and,  
5 therefore, have incurred damages in an amount to be determined at trial.

6 **COUNT 5**  
7 **UNJUST ENRICHMENT**  
8 **(against American Honda Motor Co., Inc. only)**

9 528. Plaintiff Bolooki ("Plaintiff," for purposes of the Florida Class's claims)  
10 incorporates by reference each allegation as if fully set forth herein.

11 529. Plaintiff brings this Count individually and on behalf of the other members  
12 of the Florida Class (the "Class").

13 530. Honda has benefitted from selling and leasing at an unjust profit defective  
14 Class Vehicles that had artificially inflated prices due to Honda's concealment of the  
15 Idle Stop Defect, and Plaintiff and the other members of the Class have overpaid for  
16 these vehicles.

17 531. Honda has received and retained unjust benefits from Plaintiff and the  
18 other members of the Class, and inequity has resulted.

19 532. It is inequitable and unconscionable for Honda to retain these benefits.

20 533. Because Honda concealed its fraud and deception, Plaintiff and the other  
21 members of the Class were not aware of the true facts concerning the Class Vehicles  
22 and did not benefit from Honda's misconduct.

23 534. Honda knowingly accepted the unjust benefits of its wrongful conduct.  
24 As a result of Honda's misconduct, the amount of its unjust enrichment should be  
25 disgorged and returned to Plaintiff and the other members of the Class in an amount to  
26 be proven at trial.

27 **B. Claims Brought on Behalf of the Alabama Class**

28 **COUNT 6**

**VIOLATIONS OF THE ALABAMA DECEPTIVE TRADE PRACTICES ACT**  
**Ala. Code § 8-19-1 et seq.**

535. Plaintiff Stewart (“Plaintiff” for purposes of the Alabama Class’s claims) incorporates by reference each allegation as if fully set forth herein.

536. The Alabama Deceptive Trade Practices Act, Ala. Code. § 8-19-5, prohibits “[e]ngaging in . . . unconscionable, false, or deceptive act[s] or practice[s] in business, commerce, or trade.”

537. Honda’s omissions regarding the Idle Stop Defect, described above are material facts that a reasonable person would have considered in deciding whether or not to purchase (or to pay the same price for) a Class Vehicle.

538. Honda’s omissions regarding the Idle Stop Defect were likely to deceive a consumer acting reasonably in the same circumstances as Plaintiff and the other Class members.

539. Honda intended for Plaintiff and the other Class members to rely on Honda’s omissions of fact regarding the Idle Stop Defect.

540. Plaintiff and the other Class members justifiably acted or relied to their detriment upon Honda’s omissions of fact concerning the above-described Idle Stop, as evidenced by Plaintiff’s and the other Class members’ purchase of their vehicles.

541. Had Honda disclosed all material information regarding the Idle Stop Defect to Plaintiff and the other Class members, then they would not have purchased or leased the vehicle or would have paid less to do so.

542. Honda’s omissions deceived Plaintiff and the other Class members.

543. Honda acted willfully in not disclosing the Idle Stop Defect from Plaintiff and the other Class members.

544. Honda’s deceptive omissions constitute an independent tort, separate of the breach of warranties alleged herein.

545. Plaintiff and the other Class members suffered ascertainable loss and actual damages as a direct result of Honda’s omission of and failure to disclose the Idle

1 Stop Defect. Plaintiff and the other Class members who purchased or leased the Class  
2 Vehicles would not have done so, or would have paid significantly less, if the true  
3 nature of the Class Vehicles had been disclosed.

4 546. Honda's violations present a continuing risk to Plaintiff and the Class, as  
5 well as to the general public. Defendant's unlawful acts and practices complained of  
6 herein affect the public interest.

7 547. Plaintiff and Class seek an award for treble their compensatory damages,  
8 punitive damages, reasonable attorneys' fees pursuant to Alabama Statute section 8-  
9 19-1 *et seq.*, costs, interest and any other just and proper relief available under ADTPA.

10 **COUNT 7**  
11 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**  
12 **Ala. Code §§ 7-2-314 and 7-2a-314**

13 548. Plaintiff Stewart ("Plaintiff," for purposes of the Alabama Class's claims)  
14 incorporates by reference each allegation as if fully set forth herein.

15 549. Plaintiff brings this Count individually and on behalf of the other members  
16 of the Alabama Class (the "Class").

17 550. Honda is a merchant with respect to motor vehicles under Ala. Code §§ 7-  
18 2-314 and 7-2A-314.

19 Under Ala. Code §§ 7-2-314 and 7-2A-314, a warranty that the Class Vehicles were in  
20 merchantable condition was implied by law in the transactions when purchased or  
21 leased their Class Vehicles from Honda.

22 551. The Class Vehicles, when sold and at all times thereafter, were not  
23 merchantable and are not fit for the ordinary purpose for which cars are used.

24 552. Honda marketed the Class Vehicles as safe, reliable, and high quality  
25 automobiles that would function as reasonably expected by consumers and in  
26 accordance with industry standards. Such representations formed the basis of the  
27 bargain in Plaintiffs' and Class members' decisions to purchase the Class Vehicles.  
28



1           553. There is privity because Plaintiff and other Class members purchased the  
2 Class Vehicles from Honda, or through Honda's authorized agents for retail sales.  
3 Namely, upon information and belief, Honda controlled the marketing and sale of the  
4 Class Vehicles, Honda set the MSRP and controlled any dealership incentives which  
5 may have been available, the dealership executed the purchase agreement on behalf of  
6 Honda, that the dealership acted as Honda's agent in connection with the sale, and the  
7 dealership bound Honda to contractual obligations with the sale of the Class Vehicles.  
8 At all relevant times, Honda was the manufacturer, distributor, warrantor, and/or seller  
9 of the Class Vehicles.

10           554. Honda knew or had reason to know of the specific use for which the Class  
11 Vehicles were purchased.

12           555. Because of the Idle Stop Defect, the Class Vehicles were not in  
13 merchantable condition when sold and are not fit for the ordinary purpose of providing  
14 safe and reliable transportation.

15           556. Honda knew about the defect in the Class Vehicles, allowing Honda to  
16 cure their breach of warranty if it chose to do so.

17           557. Honda's attempt to disclaim or limit the implied warranty of  
18 merchantability vis-à-vis consumers is unconscionable and unenforceable here.  
19 Specifically, Honda's warranty limitations are unenforceable because they knowingly  
20 sold a defective product without informing consumers about the defect. The time limits  
21 contained in Honda's warranty periods were also unconscionable and inadequate to  
22 protect Plaintiff and other Class members. Among other things, Plaintiff and other  
23 Class members had no meaningful choice in determining these time limitations, the  
24 terms of which unreasonably favored Honda. A gross disparity in bargaining power  
25 existed between Honda and Class members, and Honda knew of the defect at the time  
26 of sale.

558. The New Vehicle Limited Warranty fails in its essential purpose because the contractual remedy of repair/replacement is insufficient to make Plaintiff and the other Class members whole and because Honda has failed and/or has refused to adequately provide the promised remedies within a reasonable time. Accordingly, the implied warranty of merchantability is not limited to the Limited Warranty period.

559. Honda has actual knowledge of the Idle Stop Defect as alleged herein, satisfying any notice requirement. Moreover, due to Honda's failure to remedy the Idle Stop Defect, any notice requirement is futile.

560. Plaintiff and Class members have complied with all obligations under the warranty, or otherwise have been excused from performance of said obligations as a result of Honda's conduct described herein. Affording Honda a reasonable opportunity to cure the breach of written warranties therefore would be unnecessary and futile.

561. Honda was provided notice of these issues by numerous complaints filed against it, internal investigations, postings on websites, and other sources.

562. As a direct and proximate result of Honda's breach of the implied warranty of merchantability, Plaintiff and the Class have been damaged in an amount to be proven at trial.

## COUNT 8 FRAUDULENT OMISSION

563. Plaintiff Stewart (“Plaintiff,” for purposes of the Alabama Class’s claims) incorporates by reference each allegation as if fully set forth herein.

564. Plaintiff brings this Count individually and on behalf of the other members of the Alabama Class (the “Class”).

565. Honda was aware of the Idle Stop Defect when it marketed and sold the Class Vehicles to Plaintiff and the other Class members.

566. Having been aware of the Idle Stop Defect and having known that Plaintiff and the other Class members could not have reasonably been expected to know of this defect, Honda had a duty to disclose the Idle Stop Defect to Plaintiff and the other Class

1 members in connection with the sale or lease of the Class Vehicles.

2 567. Further, Honda had a duty to disclose the Idle Stop Defect because  
3 disclosure of the Idle Stop Defect was necessary to dispel misleading impressions about  
4 the Class Vehicles' safety that were or might have been created by partial  
5 representation of the facts. Specifically, Honda promoted, through its advertisements  
6 available to all Class members, that the vehicles were safe. Honda also disclosed  
7 information concerning the Class Vehicles in window stickers associated with the Class  
8 Vehicles, without disclosing that these vehicles contained the Idle Stop Defect.

9 568. Honda did not disclose the Idle Stop Defect to Plaintiff and the other Class  
10 members in connection with the sale or lease of the Class Vehicles.

11 569. For the reasons set forth above, the Idle Stop Defect comprises material  
12 information with respect to the sale or lease of the Class Vehicles.

13 570. In purchasing or leasing the Class Vehicles, Plaintiff and the other Class  
14 members reasonably relied on Honda to disclose known material defects with respect  
15 to the Class Vehicles. Had Plaintiff and the other Class members known of the Idle  
16 Stop within the Class Vehicles, they would have not purchased the Class Vehicles or  
17 would have paid less for the Class Vehicles.

18 571. Honda's deceptive omissions constitute an independent tort, separate of  
19 the breach of warranties alleged herein.

20 572. Through its omissions regarding the Idle Stop Defect within the Class  
21 Vehicles, Honda intended to induce, and did induce, Plaintiff and the other Class  
22 members to purchase or lease a Class Vehicle that they otherwise would not have  
23 purchased, or to pay more for a Class Vehicle than they otherwise would have paid.

24 573. As a direct and proximate result of Honda's omissions, Plaintiff and the  
25 other Class members either paid too much for the Class Vehicles or would not have  
26 purchased the Class Vehicles if the Idle Stop Defect had been disclosed to them, and,  
27 therefore, have incurred damages in an amount to be determined at trial.

**COUNT 9**  
**UNJUST ENRICHMENT<sup>181</sup>**

574. Plaintiff Stewart (“Plaintiff,” for purposes of the Alabama Class’s claims) incorporates by reference each allegation as if fully set forth herein.

575. Plaintiff brings this Count individually and on behalf of the other members of the Alabama Class (the “Class”).

576. Honda has benefitted from selling and leasing at an unjust profit defective Class Vehicles that had artificially inflated prices due to Honda’s concealment of the Idle Stop Defect, and Plaintiff and the other members of the Class have overpaid for these vehicles.

577. Honda has received and retained unjust benefits from Plaintiff and the other members of the Class, and inequity has resulted.

578. It is inequitable and unconscionable for Honda to retain these benefits.

579. Because Honda concealed its fraud and deception, Plaintiff and the other members of the Class were not aware of the true facts concerning the Class Vehicles and did not benefit from Honda’s misconduct.

580. Honda knowingly accepted the unjust benefits of its wrongful conduct. As a result of Honda’s misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiff and the other members of the Class in an amount to be proven at trial.

**C. Claims Brought on Behalf of the California Class and the Nationwide Class**

**COUNT 10**  
**VIOLATION OF THE CALIFORNIA CONSUMER LEGAL REMEDIES ACT**  
**Cal. Civ. Code §§ 1750 *et seq.***

581. Plaintiffs Pourjafar and Crary (“Plaintiffs,” for purposes of the California and Nationwide Class’ claims) incorporate by reference each allegation as if fully set

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<sup>181</sup> The Court previously dismissed Plaintiff’s Unjust Enrichment Claim (ECF No. 221). Accordingly, Plaintiff’s Unjust Enrichment claim is included in this Fifth Amended Complaint only for preservation purposes.

1 forth herein.

2 582. Plaintiffs bring this Count individually and on behalf of the other members  
3 of the Nationwide and California Classes (the “Class,” for purposes of this Count).

4 583. Plaintiffs and the other Class members were deceived by Honda’s failure  
5 to disclose that the Class Vehicles share a common design defect (i.e., the Idle Stop  
6 Defect).

7 584. Honda engaged in unfair or deceptive acts or practices when, in the course  
8 of its business, it knowingly omitted material facts as to the characteristics and qualities  
9 of the Class Vehicles.

10 585. Honda failed to disclose material information concerning the Class  
11 Vehicles that it had a duty to disclose. Honda had a duty to disclose the Idle Stop Defect  
12 because, as detailed above: (a) Honda knew about the Idle Stop Defect; (b) Honda had  
13 exclusive knowledge not known to the general public, Plaintiffs, or the other Class  
14 members regarding the Idle Stop Defect; and (c) Honda omitted material facts  
15 concerning the Idle Stop Defect from the general public, Plaintiffs, and the other Class  
16 members. As described previously, the information concerning the defect was known  
17 to Honda at the time of advertising and selling the Class Vehicles. Said advertising and  
18 sales were intended to induce consumers to purchase the Class Vehicles.

19 586. Honda intended for Plaintiffs and the other Class members to rely on it to  
20 provide adequately designed and adequately manufactured automobiles and to honestly  
21 and accurately reveal the problems described in this Complaint.

22 587. Honda intentionally failed or refused to disclose the Idle Stop Defect to  
23 consumers.

24 588. Honda’s deceptive omissions were intended to induce Plaintiffs and the  
25 other Class members to believe that the Class Vehicles were adequately designed and  
26 manufactured.

27 589. Honda’s conduct constitutes unfair acts or practices as defined by the  
28

1 California Consumer Legal Remedies Act. *See* Cal. Civ. Code § 1770.

2 590. All other states in the Nationwide Class have substantially similar  
3 consumer protection statutes.

4 591. Plaintiffs and the other Class members have suffered injury in fact and  
5 actual damages resulting from Honda's material omissions because they paid inflated  
6 purchase prices for the Class Vehicles. Plaintiffs and the other Class members are  
7 entitled to recover actual damages, punitive damages, costs and attorneys' fees, and all  
8 other relief that the Court deems proper under California Civil Code § 1780 and similar  
9 statutes.

10 592. In accordance with California Civil Code § 1782 and similar statutes,  
11 Plaintiffs' counsel sent a certified letter to Honda on September 13, 2022 notifying  
12 Honda of its § 1770 violations. Pursuant to § 1782, Honda is hereby on notice of its  
13 particular § 1770 violations and Plaintiffs' demands that Honda (1) rectify the problems  
14 associated with the actions detailed above and (2) give notice to all affected consumers  
15 of Honda's intent to so act.

16 593. Pursuant to California Civil Code § 1780(d), the affidavit showing that  
17 this action has been commenced in the proper forum is attached hereto as Exhibit A.

18 **COUNT 11**  
19 **VIOLATION OF THE SONG-BEVERLY CONSUMER WARRANTY ACT**  
20 **FOR BREACH OF EXPRESS WARRANTY<sup>182</sup>**  
**Cal. Civ. Code §§ 1790 *et seq.***

21 594. Plaintiffs Pourjafar and Crary ("Plaintiffs," for purposes of the California  
22 and Nationwide Class' claims incorporate by reference each allegation as if fully set  
23 forth herein.

24 595. Plaintiffs bring this Count individually and on behalf of the other members  
25 of the Nationwide and California Classes (the "Class," for purposes of this Count).

26 <sup>182</sup> The Court previously dismissed Plaintiffs' Breach of Express Warranty Claims.  
27 (ECF No. 65.) Accordingly, this claim is asserted only for purposes of appeal.



1           596. Plaintiffs and the other Class members are “buyers” or “lessees” within  
2 the meaning of California Civil Code § 1791(b) and (h).

3           597. The Class Vehicles are “consumer goods” within the meaning of  
4 California Civil Code § 1791(a).

5           598. Honda is a “manufacturer” of the Class Vehicles within the meaning of  
6 California Civil Code § 1791(j).

7           599. All other states in the Nationwide Class have substantially similar  
8 Uniform Commercial Codes.

9           600. Plaintiffs and the other Class members bought or leased Class Vehicles  
10 manufactured by Honda.

11           601. Honda made an express warranty to Plaintiffs and the other Class  
12 members within the meaning of California Civil Code §§ 1791.2 and 1793.2 as  
13 described above.

14           602. The Class Vehicles share a common design defect (i.e., the Idle Stop  
15 Defect).

16           603. The Class Vehicles are covered by Honda’s express warranty. The Idle  
17 Stop Defect substantially impairs the use, value, and safety of the Class Vehicles to  
18 reasonable consumers, including Plaintiffs and the other Class members.

19           604. Plaintiffs, individually and on behalf of the other Class members, notified  
20 Honda of the Idle Stop Defect—and Honda’s corresponding breach of warranty—  
21 through a notice letter dated September 13, 2022 and sent by United States Certified  
22 Mail to Honda through its counsel. Honda was also provided notice of the Idle Stop  
23 Defect through numerous complaints filed against it directly and through its dealers, as  
24 well as its own internal engineering knowledge.

25           605. Honda has had the opportunity to cure the defect in the Class Vehicles,  
26 but it has chosen not to do so. Giving Honda a chance to cure the defect is not  
27 practicable in this case and would serve only to delay this litigation unnecessarily.

1       606. As a result of Honda’s breach of its express warranty, Plaintiff and the  
2 other Class members received goods with substantially impaired value. Plaintiff and  
3 the other Class members have been damaged by the diminished value of the Class  
4 Vehicles resulting from the Idle Stop Defect.

5       607. Pursuant to California Civil Code §§ 1793.2 and 1794 and similar statutes,  
6 Plaintiffs and the other Class members are entitled to damages and other legal and  
7 equitable relief including, at their election, the purchase price of their Class Vehicles  
8 or the overpayment or diminution in value of the vehicles.

9       608. Pursuant to California Civil Code § 1794 and similar statutes, Plaintiffs  
10 and the other Class members are also entitled to costs and attorneys’ fees.

11                                   **COUNT 12**  
12       **VIOLATION OF THE SONG-BEVERLY CONSUMER WARRANTY ACT**  
13                                   **FOR BREACH OF IMPLIED WARRANTY**  
                                  **Cal. Civ. Code §§ 1790 *et seq.***

14       609. Plaintiffs Pourjafar and Crary (“Plaintiffs,” for purposes of the  
15 Nationwide and California Class’s claims) incorporate by reference each allegation as  
16 if fully set forth herein.

17       610. Plaintiffs bring this Count individually and on behalf of the other members  
18 of the Nationwide and California Classes (the “Class,” for purposes of this Count).

19       611. Plaintiffs and the other Class members are “buyers” or “lessees” within  
20 the meaning of California Civil Code § 1791(b) and (h).

21       612. The Class Vehicles are “consumer goods” within the meaning of  
22 California Civil Code § 1791(a).

23       613. Honda is a “manufacturer” of the Class Vehicles within the meaning of  
24 California Civil Code § 1791(j).

25       614. Honda impliedly warranted to Plaintiffs and the other Class members that  
26 the Class Vehicles were “merchantable” within the meaning of California Civil Code  
27 §§ 1791.1(a) and 1792.

1        615. California Civil Code § 1791.1(a) provides that consumer goods must  
2 meet the following requirements in order to fulfill the implied warranty of  
3 merchantability: “(1) Pass without objection in the trade under the contract description;  
4 (2) Are fit for the ordinary purposes for which such goods are used; (3) Are adequately  
5 contained, packaged, and labeled; and (4) Conform to the promises or affirmations of  
6 fact made on the container or label.”

7        616. All other states in the Nationwide Class have substantially similar  
8 Uniform Commercial Codes.

9        617. The Class Vehicles would not pass without objection in the automotive  
10 trade because they share a common design defect (i.e., the Idle Stop Defect), which  
11 causes the vehicles to, suddenly and without notice, become inoperable and  
12 undriveable wherever they rest.

13        618. Because of the Idle Stop Defect, the Class Vehicles are not fit for their  
14 ordinary purposes.

15        619. The Class Vehicles were not adequately labeled because the labeling  
16 failed to disclose the Idle Stop Defect.

17        620. Plaintiffs, individually and on behalf of the other Class members, notified  
18 Honda of the Idle Stop Defect—and Honda’s corresponding breach of warranty—  
19 through a notice letter dated September 13, 2022 and sent by United States Certified  
20 Mail to Honda through its counsel. Honda was also provided notice of the Idle Stop  
21 Defect through numerous complaints filed against it directly and through its dealers, as  
22 well as its own internal engineering knowledge.

23        621. Honda has had the opportunity to cure the defect in the Class Vehicles,  
24 but it has chosen not to do so. Giving Honda a chance to cure the defect is not  
25 practicable in this case and would serve only to delay this litigation unnecessarily.

26        622. As a result of Honda’s breach of the implied warranty of merchantability,  
27 Plaintiffs and the other Class members received goods with substantially impaired  
28

1 value. Plaintiffs and the other Class members have been damaged as a result of the  
2 diminished value of the Class Vehicles.

3 623. Under California Civil Code §§ 1791.1(d) and 1794 and similar statutes,  
4 Plaintiffs and the other Class members are entitled to damages and other legal and  
5 equitable relief including, at their election, the purchase price of their Class Vehicles  
6 or the overpayment or diminution in value of the vehicles.

7 624. Pursuant to California Civil Code § 1794 and similar statutes, Plaintiffs  
8 and the other Class members are also entitled to costs and attorneys' fees.

9 **COUNT 13**  
10 **FRAUDULENT OMISSION**

11 625. Plaintiffs Pourjafar and Crary ("Plaintiffs," for purposes of the  
12 Nationwide and California Class' claims) incorporate by reference each allegation as  
13 if fully set forth herein.

14 626. Plaintiffs bring this Count individually and on behalf of the other members  
15 of the Nationwide and California Classes (the "Class," for purposes of this Count).

16 627. Honda was aware of the Idle Stop Defect when it marketed and sold or  
17 leased the Class Vehicles to Plaintiffs and the other Class members.

18 628. Having been aware of the Idle Stop Defect in the Class Vehicles and  
19 having known that Plaintiffs and the other members of the Class could not have  
20 reasonably been expected to know of the Idle Stop Defect, Honda had a duty to disclose  
21 the defect to Plaintiffs and the other members of the Class in connection with the sale  
22 or lease of the Class Vehicles.

23 629. Honda did not disclose the Idle Stop Defect to Plaintiffs and the other  
24 Class members in connection with the sale or lease of the Class Vehicles.

25 630. The Idle Stop Defect concerns material information with respect to the  
26 sale or lease of the Class Vehicles.

27 631. In purchasing or leasing the Class Vehicles, Plaintiffs and the other Class  
28 members reasonably relied on Honda to disclose known material defects with respect

1 to the Class Vehicles.

2 632. Had Plaintiffs and the other Class members known of the Idle Stop Defect,  
3 they would have not purchased or leased the Class Vehicles or would have paid less  
4 for the vehicles.

5 633. Through its omissions regarding the Idle Stop Defect, Honda intended to  
6 induce—and did induce—Plaintiffs and the other Class members to purchase or lease  
7 a Class Vehicle they otherwise would not have purchased or leased or to pay more for  
8 a Class Vehicle than they otherwise would have paid.

9 634. As a direct and proximate result of Honda's omissions, Plaintiffs and the  
10 other Class members either overpaid for the Class Vehicles or would not have  
11 purchased or leased the Class Vehicles at all if the Idle Stop Defect had been disclosed.  
12 Therefore, Plaintiffs and the other Class members have incurred damages in an amount  
13 to be determined at trial.

14 **COUNT 14**  
15 **UNJUST ENRICHMENT<sup>183</sup>**

16 635. Plaintiffs Pourjafar and Crary ("Plaintiffs," for purposes of the  
17 Nationwide and California Class' claims) incorporate by reference each allegation as  
18 if fully set forth herein.

19 636. Plaintiffs bring this Count individually and on behalf of the other members  
20 of the Nationwide and California Classes (the "Class," for purposes of this Count).

21 637. Honda has benefited from selling and leasing at an unjust profit defective  
22 Class Vehicles that had artificially inflated prices due to Honda's concealment of the  
23 Idle Stop Defect, and Plaintiffs and the other Class members have overpaid for these  
24 vehicles.

25 638. Honda has received and retained unjust benefits from Plaintiffs and the  
26 other Class members, and inequity has resulted.

27 <sup>183</sup> The Court previously dismissed Plaintiffs' Unjust Enrichment Claim (ECF No.  
28 221). Accordingly, Plaintiffs' Unjust Enrichment claim is included in this Fifth  
Amended Complaint only for preservation purposes.

1 639. It is inequitable and unconscionable for Honda to retain these benefits.

2 640. Because Honda concealed its fraud and deception, Plaintiffs and the other  
3 Class members were not aware of the true facts concerning the Class Vehicles and did  
4 not benefit from Honda's misconduct.

5 641. Honda knowingly accepted the unjust benefits of its misconduct.

6 642. As a result of Honda's misconduct, the amount of its unjust enrichment  
7 should be disgorged and returned to Plaintiffs and the other Class members in an  
8 amount to be determined at trial.

9 **COUNT 15**  
10 **VIOLATION OF THE CALIFORNIA UNFAIR COMPETITION LAW**  
11 **Cal. Bus. & Prof. Code §§ 17200 *et seq.***

12 643. Plaintiffs Pourjafar and Crary ("Plaintiffs," for purposes of the California  
13 Class's claims) incorporate by reference each allegation as if fully set forth herein.

14 644. Plaintiffs bring this Count individually and on behalf of the other members  
15 of the California Class (the "Class," for purposes of this Count).

16 645. California Business and Professions Code § 17200 prohibits any  
17 "unlawful, unfair, or fraudulent business acts or practices."

18 646. Honda's conduct as alleged herein violated multiple statutes and the  
19 common law.

20 647. Honda has violated § 17200 by knowingly selling and leasing Class  
21 Vehicles that include the Idle Stop Defect and omitting disclosure of this defect to  
22 consumers.

23 648. Honda's conduct was unscrupulous, offensive to established public  
24 policy, and fraudulent.

25 649. The harm caused by Honda's misconduct greatly outweighs any benefit  
26 to consumers.

27 650. Plaintiffs relied on Honda's omissions with respect to the quality and  
28 reliability of the Class Vehicles. Plaintiffs and the other Class members would not have



1 purchased or leased their Class Vehicles or would not have paid as much for them but  
2 for Honda's omissions.

3 651. Honda failed to disclose material information about the Class Vehicles in  
4 a manner that is likely to—and did—deceive consumers and the public.

5 652. All of the misconduct alleged herein occurred in the conduct of Honda's  
6 business.

7 653. Plaintiffs, individually and on behalf of the other Class members, requests  
8 that this Court restore to Plaintiffs and the other Class members any money acquired  
9 by unfair competition, including restitution and/or restitutionary disgorgement

10 **D. Claims Brought on Behalf of the Connecticut Class**

11 **COUNT 16**  
12 **VIOLATION OF THE CONNECTICUT UNFAIR TRADE PRACTICES ACT**  
13 **Conn. Gen. Stat. §§ 42-110A *et seq.***

14 654. Plaintiff Kevin Bishop ("Plaintiff," for purposes of the Connecticut's  
15 Class's claims) incorporates by reference each allegation as if fully set forth herein.

16 655. Plaintiff brings this Count on behalf of the Connecticut Class members  
17 (the "Class" for purposes of this Count).

18 656. Plaintiff and Class members are persons under the Connecticut Unfair  
19 Trade Practices Act ("Connecticut UTPA"). Conn. Gen. Stat. § 42-110a(3).

20 657. The Connecticut UTPA prohibits all "unfair methods of competition and  
21 unfair or deceptive acts or practices in the conduct of trade or commerce" Conn. Gen.  
22 Stat § 42-110b(a).

23 658. Honda engaged in unfair and deceptive practices through the course of  
24 their representations and omissions relating to Class Vehicles and their conduct of their  
25 recall, As alleged above.

26 659. The facts omitted by Honda were material in that a reasonable consumer  
27 would have considered them to be important in deciding whether to purchase or lease  
28 the Class Vehicles or pay a lower price. Had Plaintiff and other Class members known

1 of the Idle Stop Defect, they would not have purchased or leased those vehicles, or  
2 would have paid substantially less for the vehicles than they did.

3 660. Honda's conduct proximately caused injuries to Plaintiff and the other  
4 Class members.

5 661. Plaintiff and the other Class members were injured and suffered  
6 ascertainable loss, injury in fact, and/or actual damage as a proximate result of Honda's  
7 conduct in that Plaintiff and the other Class members overpaid for their Class Vehicles  
8 and did not receive the benefit of their bargain, and their Class Vehicles have suffered  
9 a diminution in value. These injuries are the direct and natural consequence of Honda's  
10 misrepresentations, fraud, deceptive practices, and omissions.

11 662. Honda's violations present a continuing risk to Plaintiff, Class members,  
12 as well as to the general public. Honda's unlawful acts and practices complained of  
13 herein affect the public interest.

14 663. Plaintiff and the Class members are entitled to recover actual and punitive  
15 damages, declaratory and injunctive relief, and attorneys' fees and costs. Conn. Gen.  
16 Stat. § 42-110g.

17 **COUNT 17**  
18 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**  
19 **Conn. Gen. Stat. § 42A-2-314**

20 664. Plaintiff Kevin Bishop ("Plaintiff," for purposes of the Connecticut's  
21 Class's claims) incorporates by reference each allegation as if fully set forth herein.

22 665. Plaintiff brings this Count on behalf of the Connecticut Class members  
(the "Class" for purposes of this Count).

23 666. Honda are merchants with respect to motor vehicles under Conn. Gen.  
24 Stat. § 42a-2-314.

25 667. Under Conn. Gen. Stat. § 42a-2-314, a warranty that the Class Vehicles  
26 were in merchantable condition was implied by law in the transactions when Plaintiff  
27 and Class members purchased or leased their Class Vehicles from Subaru.

1        668. The Class Vehicles, when sold and at all times thereafter, were not  
2 merchantable and are not fit for the ordinary purpose for which cars are used.

3        669. Honda marketed the Class Vehicles as safe, reliable, and high quality  
4 automobiles that would function as reasonably expected by consumers and in  
5 accordance with industry standards. Such representations formed the basis of the  
6 bargain in Plaintiff's and Class members' decisions to purchase the Class Vehicles.

7        670. Plaintiff and Class members purchased the Class Vehicles from Honda, or  
8 through Honda's authorized agents for retail sales. At all relevant times, Honda  
9 manufactured, distributed, warranted, sold and/or leased the Class Vehicles.

10       671. Honda knew or had reason to know of the specific use for which the Class  
11 Vehicles were purchased.

12       672. Because of the Idle Stop Defect, the Class Vehicles were not in  
13 merchantable condition when sold and are not fit for the ordinary purpose of providing  
14 safe and reliable transportation.

15       673. Honda knew about the defect in the Class Vehicles, allowing Honda to  
16 cure their breach of warranty if it chose to do so.

17       674. Honda's attempt to disclaim or limit the implied warranty of  
18 merchantability vis-à-vis consumers is unconscionable and unenforceable here.  
19 Specifically, Honda's warranty limitations are unenforceable because they knowingly  
20 sold a defective product without informing consumers about the defect. The time limits  
21 contained in Honda's warranty periods were also unconscionable and inadequate to  
22 protect Plaintiff and Class members. Among other things, Plaintiff and other Class  
23 members had no meaningful choice in determining these time limitations, the terms of  
24 which unreasonably favored Honda. A gross disparity in bargaining power existed  
25 between Honda and Class members, and Honda knew of the defect at the time of sale.

26       675. Plaintiff and Class members have complied with all obligations under the  
27 warranty, or otherwise have been excused from performance of said obligations as a  
28

1 result of Honda's conduct described herein. Affording Honda a reasonable opportunity  
2 to cure the breach of written warranties, therefore, would be unnecessary and futile.

3 676. Honda was provided notice of these issues by numerous complaints filed  
4 against it, internal investigations, postings on websites, and other sources.

5 677. As a direct and proximate result of Honda's breach of the implied  
6 warranty of merchantability, Plaintiff and the Class have been damaged in an amount  
7 to be proven at trial.

8 **COUNT 18**  
9 **FRAUDULENT OMISSION**

10 678. Plaintiff Kevin Bishop ("Plaintiff," for purposes of the California Class's  
11 claims) incorporates by reference each allegation as if fully set forth herein.

12 679. Plaintiff brings this Count individually and on behalf of the other members  
13 of the California Class (the "Class," for purposes of this Count).

14 680. Honda was aware of the Idle Stop Defect when it marketed and sold or  
15 leased the Class Vehicles to Plaintiff and the other Class members.

16 681. Having been aware of the Idle Stop Defect in the Class Vehicles and  
17 having known that Plaintiff and the other members of the Class could not have  
18 reasonably been expected to know of the Idle Stop Defect, Honda had a duty to disclose  
19 the defect to Plaintiff and the other members of the Class in connection with the sale  
20 or lease of the Class Vehicles.

21 682. Honda did not disclose the Idle Stop Defect to Plaintiff and the other Class  
22 members in connection with the sale or lease of the Class Vehicles.

23 683. The Idle Stop Defect concerns material information with respect to the  
24 sale or lease of the Class Vehicles.

25 684. In purchasing or leasing the Class Vehicles, Plaintiff and the other Class  
26 members reasonably relied on Honda to disclose known material defects with respect  
27 to the Class Vehicles.

28 685. Had Plaintiff and the other Class members known of the Idle Stop Defect,

1 they would have not purchased or leased the Class Vehicles or would have paid less  
2 for the vehicles.

3 686. Through its omissions regarding the Idle Stop Defect, Honda intended to  
4 induce—and did induce—Plaintiff and the other Class members to purchase or lease a  
5 Class Vehicle they otherwise would not have purchased or leased or to pay more for a  
6 Class Vehicle then they otherwise would have paid.

7 687. As a direct and proximate result of Honda's omissions, Plaintiff and the  
8 other Class members either overpaid for the Class Vehicles or would not have  
9 purchased or leased the Class Vehicles at all if the Idle Stop Defect had been disclosed.  
10 Therefore, Plaintiff and the other Class members have incurred damages in an amount  
11 to be determined at trial.

12 **COUNT 19**  
13 **UNJUST ENRICHMENT<sup>184</sup>**

14 688. Plaintiff Kevin Bishop ("Plaintiff," for purposes of the California Class's  
15 claims) incorporates by reference each allegation as if fully set forth herein.

16 689. Plaintiff brings this Count individually and on behalf of the other members  
17 of the California Class (the "Class," for purposes of this Count).

18 690. Honda has benefited from selling and leasing at an unjust profit defective  
19 Class Vehicles that had artificially inflated prices due to Honda's concealment of the  
20 Idle Stop Defect, and Plaintiff and the other Class members have overpaid for these  
21 vehicles.

22 691. Honda has received and retained unjust benefits from Plaintiff and the  
23 other Class members, and inequity has resulted.

24 692. It is inequitable and unconscionable for Honda to retain these benefits.

25 693. Because Honda concealed its fraud and deception, Plaintiff and the other  
26 Class members were not aware of the true facts concerning the Class Vehicles and did

27 <sup>184</sup> The Court previously dismissed Plaintiff's Unjust Enrichment Claim (ECF No.  
28 221). Accordingly, Plaintiff's Unjust Enrichment claim is included in this Fifth Amended Complaint only for preservation purposes.

1 not benefit from Honda's misconduct.

2 694. Honda knowingly accepted the unjust benefits of its misconduct.

3 695. As a result of Honda's misconduct, the amount of its unjust enrichment  
4 should be disgorged and returned to Plaintiff and the other Class members in an amount  
5 to be determined at trial.

6 **E. Claims Brought on Behalf of the Delaware Class**

7 **COUNT 20**  
8 **VIOLATIONS OF THE DELAWARE DECEPTIVE TRADE PRACTICES**  
9 **ACT**  
10 **Del. Code Ann. Title 6, §§ 2501 et seq.**

11 696. Plaintiff Simpson ("Plaintiff," for purposes of the Illinois Class's claims)  
12 incorporates by reference each allegation as if fully set forth herein.

13 697. Plaintiff brings this Count individually and on behalf of the other members  
14 of the Delaware Class (the "Class," for purposes of this Count).

15 698. Plaintiff and Class members are persons under the Delaware Deceptive  
16 Trade Practices Act ("Delaware "DTPA"). Del. Code Ann. Tit. 6, § 2531

17 699. The Delaware DTPA prohibits "Represent[ing] that goods or services for  
18 have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities  
19 that they do not have," and "representing that goods or service are of a particular  
20 standard, quality, or grade, or that such goods are of a particular style or model, if they  
21 are of another." Del. Code Ann. Tit. 6, §§ 2532(5), 2532(7). Furthermore, the Delaware  
22 DTPA further prohibits "engaging in any other conduct which similarly creates a  
23 likelihood of confusion or of misunderstanding." Del. Code Ann. Tit. 6, § 2532(12).

24 700. In the course of its business, Honda omitted and suppressed material facts  
25 concerning the Idle Stop Defect. Honda falsely represented the quality of the Class  
26 Vehicles and omitted material facts regarding the Idle Stop feature, as well as the  
27 durability and overall value of the Class Vehicles, for the purpose of inducing Plaintiff  
28 and other Class members to purchase or lease the Class Vehicles, and to increase

1 Honda's revenue and profits.

2 701. The facts omitted by Honda were material in that a reasonable consumer  
3 would have considered them to be important in deciding whether to purchase or lease  
4 the Class Vehicles or pay a lower price. Had Plaintiff and other Class members known  
5 of the Idle Stop Defect, they would not have purchased or leased those vehicles, or  
6 would have paid substantially less for the vehicles than they did.

7 702. Honda is liable to Plaintiff and Class members for actual damages.  
8 Plaintiff and other Class members are also entitled to an award of punitive damages,  
9 given that Honda's conduct was malicious, wanton, willful, oppressive, or exhibited a  
10 reckless indifference to the rights of others, as well as fees and costs.

11 703. Honda engaged in unfair and deceptive practices through the course of  
12 their representations and omissions relating to Class Vehicles and their conduct of their  
13 recall, As alleged above.

14 704. Honda's conduct proximately caused injuries to Plaintiff and the other  
15 Class members.

16 705. Plaintiff and the other Class members were injured and suffered  
17 ascertainable loss, injury in fact, and/or actual damage as a proximate result of Honda's  
18 conduct in that Plaintiff and the other Class members overpaid for their Class Vehicles  
19 and did not receive the benefit of their bargain, and their Class Vehicles have suffered  
20 a diminution in value. These injuries are the direct and natural consequence of Honda's  
21 misrepresentations, fraud, deceptive practices, and omissions.

22 706. Honda's violations present a continuing risk to Plaintiff, Class members,  
23 as well as to the general public. Honda's unlawful acts and practices complained of  
24 herein affect the public interest.

25 707. Plaintiff and the Class members are entitled to recover treble their actual  
26 damages, punitive damages, declaratory and injunctive relief, and attorneys' fees and  
27 costs. Del. Code Ann. Tit. 6, § 2533.



**BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY**  
**Del. Code Ann. Title 6, §§ 2-314 *et seq.***

708. Plaintiff Simpson (“Plaintiff,” for purposes of the Illinois Class’s claims) incorporates by reference each allegation as if fully set forth herein.

709. Plaintiff brings this Count individually and on behalf of the other members of the Delaware Class (the “Class,” for purposes of this Count).

710. Honda was at all relevant times “merchants” with respect to motor vehicles under Del. Code Ann. Tit. 6, § 2-104(1), and “sellers” of motor vehicles under § 2-103(1)(d).

711. A warranty that the Class Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law pursuant to Del. Code Ann. Tit. 6, § 2-314.

712. The Class Vehicles, when sold or leased and at all times thereafter, were not merchantable and are not fit for the ordinary purpose for which cars are used.

713. Honda marketed the Class Vehicles as safe, reliable, and high-quality automobiles that would function as reasonably expected by consumers and in accordance with industry standards. Such representations formed the basis of the bargain in Plaintiff’s and Class members’ decisions to purchase the Class Vehicles.

714. Plaintiff and other Class members purchased or leased the Class Vehicles from Honda, or through Honda’s authorized agents for retail sales. At all relevant times, Honda was the manufacturer, distributor, warrantor, and/or seller of the Class Vehicles.

715. Honda knew or had reason to know of the specific use for which the Class Vehicles were purchased.

716. Because of the Idle Stop Defect, the Class Vehicles were not in merchantable condition when sold and are not fit for the ordinary purpose of providing safe and reliable transportation.

717. Honda knew about the defect in the Class Vehicles, allowing Honda to cure their breach of warranty if it chose to do so.

1 718. Honda's attempt to disclaim or limit the implied warranty of  
2 merchantability vis-à-vis consumers is unconscionable and unenforceable here.  
3 Specifically, Honda's warranty limitations are unenforceable because they knowingly  
4 sold a defective product without informing consumers about the defect. The time limits  
5 contained in Honda's warranty periods were also unconscionable and inadequate to  
6 protect Plaintiff and other Class members. Among other things, Plaintiff and other  
7 Class members had no meaningful choice in determining these time limitations, the  
8 terms of which unreasonably favored Honda. A gross disparity in bargaining power  
9 existed between Honda and Class members, and Honda knew of the defect at the time  
10 of sale.

11 719. Plaintiff and Class members have complied with all obligations under the  
12 warranty, or otherwise have been excused from performance of said obligations as a  
13 result of Honda's conduct described herein. Affording Honda a reasonable opportunity  
14 to cure the breach of written warranties therefore would be unnecessary and futile.

15 720. Honda was provided notice of these issues by numerous complaints filed  
16 against it, internal investigations, postings on websites, and other sources.

17 721. As a direct and proximate result of Honda's breach of the implied  
18 warranty of merchantability, Plaintiff and the Class have been damaged in an amount  
19 to be proven at trial.

20 **COUNT 22**  
21 **FRAUDULENT OMISSION**

22 722. Plaintiff Simpson ("Plaintiff," for purposes of the Illinois Class's claims)  
23 incorporates by reference each allegation as if fully set forth herein.

24 723. Plaintiff brings this Count individually and on behalf of the other members  
25 of the Delaware Class (the "Class," for purposes of this Count).

26 724. Honda was aware of the Idle Stop Defect when it marketed and sold the  
27 Class Vehicles to Plaintiff and the other Class members.

28 725. Having been aware of the Idle Stop Defect in the Class Vehicles and

1 having known that Plaintiff and the other members of the Class could not have  
2 reasonably been expected to know of the Idle Stop Defect, Honda had a duty to disclose  
3 the defect to Plaintiff and the other members of the Class in connection with the sale  
4 or lease of the Class Vehicles.

5 726. Honda did not disclose the Idle Stop Defect in the Class Vehicles to  
6 Plaintiff and the other members of the Class in connection with the sale or lease of the  
7 Class Vehicles.

8 727. For the reasons set forth above, the Idle Stop Defect comprises material  
9 information with respect to the sale or lease of the Class Vehicles.

10 728. In purchasing the Class Vehicles, Plaintiff and the other members of the  
11 Class reasonably relied on Honda to disclose known material defects with respect to  
12 the Class Vehicles.

13 729. Through its omissions regarding the Idle Stop Defect, Honda intended to  
14 induce and did induce Plaintiff and the other members of the Class to either purchase  
15 a Class Vehicle that they otherwise would not have purchased or pay more for a Class  
16 Vehicle than they otherwise would have paid.

17 730. As a direct and proximate result of Honda's omissions, Plaintiff and the  
18 other members of the Class either overpaid for the Class Vehicles or would not have  
19 purchased the Class Vehicles at all if the Idle Stop Defect had been disclosed to them  
20 and therefore have incurred damages in an amount to be determined at trial.

21 **COUNT 23**  
22 **UNJUST ENRICHMENT**

23 731. Plaintiff Simpson ("Plaintiff," for purposes of the Illinois Class's claims)  
24 incorporates by reference each allegation as if fully set forth herein.

25 732. Plaintiff brings this Count individually and on behalf of the other members  
26 of the Delaware Class (the "Class," for purposes of this Count).

27 733. Honda has benefited from selling and leasing at an unjust profit defective  
28 Class Vehicles that had artificially inflated prices due to Honda's concealment of the

1 Idle Stop Defect, and Plaintiff and the other Class members have overpaid for these  
2 vehicles.

3 734. Honda has received and retained unjust benefits from Plaintiff and the  
4 other Class members, and inequity has resulted.

5 735. It is inequitable and unconscionable for Honda to retain these benefits.

6 736. Because Honda concealed its fraud and deception, Plaintiff and the other  
7 members of the Class were not aware of the true facts concerning the Class Vehicles  
8 and did not benefit from Honda's misconduct.

9 737. Honda knowingly accepted the unjust benefits of its misconduct.

10 738. As a result of Honda's misconduct, the amount of its unjust enrichment  
11 should be disgorged and returned to Plaintiff and the other members of the Class in an  
12 amount to be proven at trial.

13 **F. Claims Brought on Behalf of the Illinois Class**

14 **COUNT 24**  
15 **VIOLATIONS OF THE ILLINOIS CONSUMER FRAUD AND DECEPTIVE**  
16 **BUSINESS PRACTICES ACT**  
17 **815 Ill. Comp. Stat. 505/1 et seq.**

18 739. Plaintiff O'Neill ("Plaintiff," for purposes of the Illinois Class's claims)  
19 incorporate by reference each allegation as if fully set forth herein.

20 740. Plaintiff brings this claim individually and on behalf of the other members  
21 of the Illinois Class (the "Class," for purposes of this Count).

22 741. The Illinois Consumer Fraud and Deceptive Business Practices Act, 815  
23 Ill. Comp. Stat. 505/2, states, "Unfair methods of competition and unfair or deceptive  
24 acts or practices . . . are hereby declared unlawful whether any person has in fact been  
25 misled, deceived or damaged thereby."

26 742. By the conduct described in detail above and incorporated herein, Honda  
27 engaged in unfair or deceptive acts in violation of the Illinois Consumer Fraud and  
28 Deceptive Business Practices Act.

1       743. Honda's omissions regarding the Idle Stop Defect described above  
2 concern material facts that a reasonable person would have considered in deciding  
3 whether or not to purchase (or to pay the same price for) the Class Vehicles.

4       744. Honda intended for Plaintiff and the other Class members to rely on  
5 Honda's omissions regarding the Idle Stop Defect.

6       745. Plaintiff and the other Class members justifiably acted or relied to their  
7 detriment upon Honda's omissions of fact concerning the above-described Idle Stop  
8 Defect as evidenced by Plaintiff's and the other Class members' purchases of Class  
9 vehicles.

10       746. Had Honda disclosed all material information regarding the Idle Stop  
11 Defect to Plaintiff and the other Class members, Plaintiff and the other Class members  
12 would not have purchased or leased Class Vehicles or would have paid less to do so.

13       747. Honda's omissions deceived Plaintiff, and those same business practices  
14 have deceived or are likely to deceive members of the consuming public and other  
15 members of the Class.

16       748. In addition to being deceptive, Honda's business practices were unfair  
17 because Honda knowingly sold Plaintiff and the other Class members Class Vehicles  
18 with defective engines that are essentially unusable for the purposes for which they  
19 were sold. The injuries to Plaintiff and the other Class members are substantial and  
20 greatly outweigh any alleged countervailing benefit to Plaintiff and the other Class  
21 members or to competition under all of the circumstances. Moreover, in light of  
22 Honda's exclusive knowledge of the Idle Stop Defect, the injury is not one that Plaintiff  
23 or the other Class members could have reasonably avoided.

24       749. As a direct and proximate result of Honda's unfair and deceptive trade  
25 practices, Plaintiff and the other Class members have suffered ascertainable loss and  
26 actual damages. Plaintiff and the other Class members who purchased or leased the  
27 Class Vehicles would not have purchased or leased the Class Vehicles or alternatively  
28

1 would have paid less for them had the truth about the Idle Stop Defect been disclosed.  
2 Plaintiff and the other Class members also suffered diminished value of their vehicles.  
3 Plaintiff and the other Class members are entitled to recover actual damages, attorneys'  
4 fees and costs, and all other relief allowed under 816 Ill. Comp. Stat. 505/1 *et seq.*

5  
6 **COUNT 25**  
**BREACH OF EXPRESS WARRANTY<sup>185</sup>**  
**810 Ill. Comp. Stat. 5/2-313 and 5/2A-210**

7  
8 750. Plaintiff O'Neill ("Plaintiff," for the purposes of the Illinois Class's  
9 claims) incorporate by reference each allegation as if fully set forth herein.

10 751. Plaintiff brings this Count individually and on behalf of the other members  
11 of the Illinois Class (the "Class," for purposes of this Count).

12 752. Honda is and was at all relevant times a merchant with respect to the Class  
13 Vehicles.

14 753. In its New Vehicle Limited Warranty, Honda expressly warranted that it  
15 would "repair or replace any part that is defective in material or workmanship under  
16 normal use."

17 754. Honda's Limited Warranty formed the basis of the bargain that was  
18 reached when Plaintiff and the other Class members purchased or leased their Class  
19 Vehicles equipped with the defective Idle Stop feature.

20 755. Honda breached its express warranty to repair defects in materials and  
21 workmanship within the Class Vehicles.

22 756. Honda has not repaired, and has been unable to repair, the Class Vehicles'  
23 materials and workmanship defects.

24 757. Honda was provided notice of the Idle Stop Defect through numerous  
25 complaints filed against it directly and through its dealers, as well as its own internal  
26 engineering.

27 <sup>185</sup> The Court previously dismissed Plaintiffs' Breach of Express Warranty Claims.  
28 (ECF No. 65.) Accordingly, this claim is asserted only for purposes of appeal.

1 758. Honda has actual knowledge of the Idle Stop Defect as alleged herein,  
2 satisfying any notice requirement. Moreover, due to Honda's failure to remedy the Idle  
3 Stop Defect, any notice requirement is futile.

4 759. Furthermore, the Limited Warranty fails in its essential purpose because  
5 the contractual remedy is insufficient to make Plaintiff and the other Class members  
6 whole and because Honda has failed and/or refused to adequately provide the promised  
7 remedies within a reasonable time.

8 760. Accordingly, recovery by Plaintiff and the other Class members is not  
9 limited to the limited warranty of repair or parts defective in materials and  
10 workmanship, and Plaintiff, individually and on behalf of the other Class members,  
11 seeks all remedies as allowed by law.

12 **COUNT 26**  
13 **FRAUDULENT OMISSION**

14 761. Plaintiff O'Neill ("Plaintiff," for purposes of the Illinois Class's claims)  
15 incorporate by reference each allegation as if fully set forth herein.

16 762. Plaintiff brings this Count individually and on behalf of the other members  
17 of the Illinois Class (the "Class," for purposes of this Count).

18 763. Honda was aware of the Idle Stop Defect when it marketed and sold the  
19 Class Vehicles to Plaintiff and the other Class members.

20 764. Having been aware of the Idle Stop Defect in the Class Vehicles and  
21 having known that Plaintiff and the other members of the Class could not have  
22 reasonably been expected to know of the Idle Stop Defect, Honda had a duty to disclose  
23 the defect to Plaintiffs and the other members of the Class in connection with the sale  
24 or lease of the Class Vehicles.

25 765. Honda did not disclose the Idle Stop Defect in the Class Vehicles to  
26 Plaintiff and the other members of the Class in connection with the sale or lease of the  
27 Class Vehicles.

28 766. For the reasons set forth above, the Idle Stop Defect comprises material



1 information with respect to the sale or lease of the Class Vehicles.

2 767. In purchasing the Class Vehicles, Plaintiff and the other members of the  
3 Class reasonably relied on Honda to disclose known material defects with respect to  
4 the Class Vehicles.

5 768. Through its omissions regarding the Idle Stop Defect, Honda intended to  
6 induce and did induce Plaintiff and the other members of the Class to either purchase  
7 a Class Vehicle that they otherwise would not have purchased or pay more for a Class  
8 Vehicle than they otherwise would have paid.

9 769. As a direct and proximate result of Honda's omissions, Plaintiff and the  
10 other members of the Class either overpaid for the Class Vehicles or would not have  
11 purchased the Class Vehicles at all if the Idle Stop Defect had been disclosed to them  
12 and therefore have incurred damages in an amount to be determined at trial.

13 **COUNT 27**  
14 **UNJUST ENRICHMENT**

15 770. Plaintiff O'Neill ("Plaintiff," for purposes of the Illinois Class's claims)  
16 incorporate by reference each allegation as if fully set forth herein.

17 771. Plaintiff brings this Count individually and on behalf of the other members  
18 of the Illinois Class (the "Class," for purposes of this Count).

19 772. Honda has benefited from selling and leasing at an unjust profit defective  
20 Class Vehicles that had artificially inflated prices due to Honda's concealment of the  
21 Idle Stop Defect, and Plaintiff and the other Class members have overpaid for these  
22 vehicles.

23 773. Honda has received and retained unjust benefits from Plaintiff and the  
24 other Class members, and inequity has resulted.

25 774. It is inequitable and unconscionable for Honda to retain these benefits.

26 775. Because Honda concealed its fraud and deception, Plaintiff and the other  
27 members of the Class were not aware of the true facts concerning the Class Vehicles  
28 and did not benefit from Honda's misconduct.

1 776. Honda knowingly accepted the unjust benefits of its misconduct.

2 777. As a result of Honda's misconduct, the amount of its unjust enrichment  
3 should be disgorged and returned to Plaintiff and the other members of the Class in an  
4 amount to be proven at trial.

5 **G. Claims Brought on Behalf of the Indiana Class**

6 **COUNT 28**  
7 **VIOLATION OF THE INDIANA DECEPTIVE CONSUMERS SALES ACT**  
8 **Ind. Code Ann. §§ 24-5-0.5-1 *et seq.***

9 778. Plaintiff Kaminski ("Plaintiff," for purposes of the Indiana Class's claims)  
10 incorporates by reference each allegation as if fully set forth herein.

11 779. Plaintiff brings this Count individually and on behalf of the other members  
12 of the Indiana Class (the "Class," for purposes of this Count).

13 780. Honda, Plaintiff, and the other Class members are "persons" within the  
14 meaning of Ind. Code § 24-5-0.5-2(2). Honda is a "supplier" as defined by Ind. Code  
15 § 24-5-0.5-2(a)(3).

16 781. Plaintiff's and the other Class members' purchase and lease of the Class  
17 Vehicles are "consumer transactions" within the meaning of Ind. Code § 24-5-.05-  
18 2(a)(1).

19 782. The Indiana Deceptive Consumer Sales Act ("IDCSA") prohibits  
20 suppliers from engaging in an "unfair, abusive, or deceptive act, omission, or practice  
21 in connection with a consumer transaction." Ind. Code § 24-5-0.5-3.

22 783. By the conduct described in detail above and incorporated herein, Honda  
23 engaged in unfair or deceptive acts in violation of Ind. Code § 24-5-0.5-3.

24 784. Honda's omissions regarding the Idle Stop Defect described above  
25 concern material facts that a reasonable person would have considered in deciding  
26 whether or not to purchase (or to pay the same price for) the Class Vehicles.

27 785. Honda intended for Plaintiff and the other Class members to rely on  
28 Honda's omissions regarding the Idle Stop Defect.

1        786. Plaintiff and the other Class members justifiably acted or relied to their  
2 detriment upon Honda's omissions of fact concerning the above-described Idle Stop  
3 Defect as evidenced by Plaintiff's and the other Class members' purchases of Class  
4 vehicles.

5        787. Had Honda disclosed all material information regarding the Idle Stop  
6 Defect to Plaintiff and the other Class members, Plaintiff and the other Class members  
7 would not have purchased or leased Class Vehicles or would have paid less to do so.

8        788. Honda's omissions deceived Plaintiff, and those same business practices  
9 have deceived or are likely to deceive members of the consuming public and other  
10 members of the Class.

11        789. In addition to being deceptive, Honda's business practices were unfair  
12 because Honda knowingly sold Plaintiff and the other Class members Class Vehicles  
13 with defective engines that are essentially unusable for the purposes for which they  
14 were sold. The injuries to Plaintiff and the other Class members are substantial and  
15 greatly outweigh any alleged countervailing benefit to Plaintiff and the other Class  
16 members or to competition under all of the circumstances. Moreover, in light of  
17 Honda's exclusive knowledge of the Idle Stop Defect, the injury is not one that Plaintiff  
18 or the other Class members could have reasonably avoided.

19        790. As a direct and proximate result of Honda's unfair and deceptive trade  
20 practices, Plaintiff and the other Class members have suffered ascertainable loss and  
21 actual damages. Plaintiff and the other Class members who purchased or leased the  
22 Class Vehicles would not have purchased or leased the Class Vehicles or alternatively  
23 would have paid less for them had the truth about the Idle Stop Defect been disclosed.  
24 Plaintiffs and the other Class members also suffered diminished value of their vehicles.  
25 Honda is liable to Plaintiffs and the other Class members for compensatory damages  
26 and attorneys' fees pursuant to Ind. Code § 24-5-0.5-4, and any other just and proper  
27 relief under the IDCSA.  
28

1 791. Moreover, because Honda's deceptive acts were carried out as part of a  
2 scheme with the intent to defraud Plaintiffs and the other Class members, its actions  
3 with regard to the Idle Stop Defect represent incurable deceptive acts. Therefore,  
4 Plaintiffs are not required to give pre-suit notice pursuant to Ind. Code § 24-5-0.5-  
5 2(a)(8).

6 **COUNT 29**  
7 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**  
8 **Ind. Code §§ 26-1-2-314 and 26-1-2.1-212**

9 792. Plaintiff Kaminski ("Plaintiff," for purposes of the Indiana Class's claims)  
10 incorporates by reference each allegation as if fully set forth herein.

11 793. Plaintiff brings this Count individually and on behalf of the other members  
12 of the Indiana Class (the "Class," for purposes of this Count).

13 794. Honda was at all relevant times "merchants" with respect to motor  
14 vehicles under Ind. Code §§ 26-1-2-104(1) and 26-1-2.1-103(3), and "sellers" of motor  
15 vehicles under § 26-1-2-103(1)(d). With respect to leases, Honda was at all relevant  
16 times "lessors" of motor vehicles under Ind. Code § 26-1-2.1-103(1)(p).

17 795. A warranty that the Class Vehicles were in merchantable condition and fit  
18 for the ordinary purpose for which vehicles are used is implied by law pursuant to Ind.  
19 Code §§ 26-1-2-314 and 26-1-2.1-212.

20 796. The Class Vehicles, when sold or leased and at all times thereafter, were  
21 not merchantable and are not fit for the ordinary purpose for which cars are used.

22 797. Honda marketed the Class Vehicles as safe, reliable, and high-quality  
23 automobiles that would function as reasonably expected by consumers and in  
24 accordance with industry standards. Such representations formed the basis of the  
25 bargain in Plaintiff's and Indiana Class members' decisions to purchase the Class  
26 Vehicles.

27 798. Plaintiff and other Indiana Class members purchased the Class Vehicles  
28 from Honda, or through Honda's authorized agents for retail sales. At all relevant times,

1 Honda was the manufacturer, distributor, warrantor, and/or seller of the Class Vehicles.

2 799. Honda knew or had reason to know of the specific use for which the Class  
3 Vehicles were purchased.

4 800. Because of the Idle Stop Defect, the Class Vehicles were not in  
5 merchantable condition when sold and are not fit for the ordinary purpose of providing  
6 safe and reliable transportation.

7 801. Honda knew about the defect in the Class Vehicles, allowing Honda to  
8 cure their breach of warranty if it chose to do so.

9 802. Honda's attempt to disclaim or limit the implied warranty of  
10 merchantability vis-à-vis consumers is unconscionable and unenforceable here.  
11 Specifically, Honda's warranty limitations are unenforceable because they knowingly  
12 sold a defective product without informing consumers about the defect. The time limits  
13 contained in Honda's warranty periods were also unconscionable and inadequate to  
14 protect Plaintiff and other Indiana Class members. Among other things, Plaintiff and  
15 other Indiana Class members had no meaningful choice in determining these time  
16 limitations, the terms of which unreasonably favored Honda. A gross disparity in  
17 bargaining power existed between Honda and Indiana Class members, and Honda  
18 knew of the defect at the time of sale.

19 803. Plaintiff and Indiana Class members have complied with all obligations  
20 under the warranty, or otherwise have been excused from performance of said  
21 obligations as a result of Honda's conduct described herein. Affording Honda a  
22 reasonable opportunity to cure the breach of written warranties therefore would be  
23 unnecessary and futile.

24 804. Honda was provided notice of these issues by numerous complaints filed  
25 against it, internal investigations, postings on websites, and other sources.

26 805. As a direct and proximate result of Honda's breach of the implied  
27 warranty of merchantability, Plaintiff and the Class have been damaged in an amount  
28

1 to be proven at trial.

2 **COUNT 30**  
3 **FRAUDULENT OMISSION**

4 806. Plaintiff Kaminski (“Plaintiff,” for purposes of the Indiana Class’s claims)  
5 incorporates by reference each allegation as if fully set forth herein.

6 807. Plaintiff brings this Count individually and on behalf of the other members  
7 of the Indiana Class (the “Class,” for purposes of this Count).

8 808. Honda was aware of the Idle Stop Defect when it marketed and sold the  
9 Class Vehicles to Plaintiff and the other members of the Class.

10 809. Having been aware of the Idle Stop Defect in the Class Vehicles and  
11 having known that Plaintiff and the other members of the Class could not have  
12 reasonably been expected to know of the Idle Stop Defect, Honda had a duty to disclose  
13 the defect to Plaintiff and the other members of the Class in connection with the sale  
14 or lease of the Class Vehicles.

15 810. Honda did not disclose the Idle Stop Defect in the Class Vehicles to  
16 Plaintiff and the other members of the Class in connection with the sale or lease of the  
17 Class Vehicles.

18 811. For the reasons set forth above, the Idle Stop Defect concerns material  
19 information with respect to the sale or lease of the Class Vehicles.

20 812. In purchasing the Class Vehicles, Plaintiff and the other members of the  
21 Class reasonably relied on Honda to disclose known material defects with respect to  
22 the Class Vehicles.

23 813. Through its omissions regarding the Idle Stop Defect, Honda intended to  
24 induce and did induce Plaintiff and the other members of the Class to either purchase  
25 a Class Vehicle that they otherwise would not have purchased or pay more for a Class  
26 Vehicle than they otherwise would have paid.

27 814. As a direct and proximate result of Honda’s omissions, Plaintiff and the  
28 other members of the Class either overpaid for the Class Vehicles or would not have

1 purchased the Class Vehicles at all if the Idle Stop Defect had been disclosed to them  
2 and therefore have incurred damages in an amount to be determined at trial.

3 **COUNT 31**

4 **UNJUST ENRICHMENT**

5 815. Plaintiff Kaminski (“Plaintiff,” for purposes of the Indiana Class’s claims)  
6 incorporates by reference each allegation as if fully set forth herein.

7 816. Plaintiff brings this Count individually and on behalf of the other members  
8 of the Indiana Class (the “Class,” for purposes of this Count).

9 817. Honda has benefitted from selling and leasing at an unjust profit defective  
10 Class Vehicles that had artificially inflated prices due to Honda’s concealment of the  
11 Idle Stop Defect, and Plaintiff and the other members of the Class have overpaid for  
12 these vehicles.

13 818. Honda has received and retained unjust benefits from Plaintiff and the  
14 other members of the Class, and inequity has resulted.

15 819. It is inequitable and unconscionable for Honda to retain these benefits.

16 820. Because Honda concealed its fraud and deception, Plaintiff and the other  
17 members of the Class were not aware of the true facts concerning the Class Vehicles  
18 and did not benefit from Honda’s misconduct.

19 821. Honda knowingly accepted the unjust benefits of its misconduct.

20 822. As a result of Honda’s misconduct, the amount of its unjust enrichment  
21 should be disgorged and returned to Plaintiff and the other members of the Class in an  
22 amount to be proven at trial.

23 **H. Claims Brought on Behalf of the Louisiana Class**

24 **COUNT 32**

25 **REDHIBITION**

26 **La. Civ. Code Art. 2520 *et seq.***

27 **(against American Honda Motor Co., Inc. only)**

28 823. Plaintiff Lanus (“Plaintiff,” for purposes of the Louisiana Class’s claims)



1 incorporates by reference each allegation as if fully set forth herein.

2 824. Plaintiff brings this Count individually and on behalf of the other members  
3 of the Louisiana Class (the “Class,” for purposes of this Count).

4 825. Honda, as manufacturer and seller of the Class Vehicles that include the  
5 Idle Stop Defect, warranted to the Plaintiff and the other Class members against  
6 redhibitory defects or vices in the Class Vehicles. La. Civ. Code Art. 2520.

7 826. Honda, as the manufacturer of the Class Vehicles, is responsible for  
8 damage caused by the failure of its product. Honda manufactured, sold, and promoted  
9 the Class Vehicles and placed the Class Vehicles into the stream of commerce.

10 827. The Class Vehicles contain redhibitory defects, as the Idle Stop Defect  
11 renders them either useless or their use so inconvenient that it must be presumed that a  
12 buyer, such as Plaintiff and other Class members, would not have bought the Class  
13 Vehicles had they known of the Idle Stop Defect. *Id.* Plaintiff and the other Class  
14 members are therefore entitled to obtain a rescission of the sale of the Class Vehicles.  
15 *Id.*

16 828. Alternatively, without rendering the Class Vehicles totally useless, the  
17 Idle Stop Defect diminishes the Class Vehicles’ usefulness or value so that it must be  
18 presumed that if Plaintiff and the other Class members would still have bought the  
19 Class Vehicles, they would have done so for a lesser price. *Id.* In this instance, Plaintiff  
20 and the other Class members are entitled to a reduction of the purchase price.

21 829. The Class Vehicles contained the redhibitory defect described herein at  
22 the time of purchase, and the defect was not apparent to the Plaintiff and the other Class  
23 members. Honda knew of the Idle Stop Defect in the Class Vehicles and failed to  
24 disclose this defect to Plaintiff and the other Class members. Additionally, Honda, as  
25 manufacturer and seller of the Class Vehicles, is deemed to have known that the Class  
26 Vehicles they sold had redhibitory defects and is liable as a bad faith seller under  
27 redhibition.  
28

1 830. Plaintiff, individually and on behalf of the other Ohio Class members,  
2 notified Honda of the Idle Stop Defect—and Honda’s corresponding breach of  
3 warranty—through a notice letter dated September 13, 2022 and sent by United States  
4 Certified Mail to Honda through its counsel. Honda was also provided notice of the  
5 Idle Stop Defect through numerous complaints filed against it directly and through its  
6 dealers, as well as its own internal engineering.

7 831. In the alternative, Honda has actual knowledge of the Idle Stop Defect as  
8 alleged herein, satisfying any notice requirement. Pursuant to La. Civ. Code Art. 2522,  
9 such notice is not required when, as here, the seller has actual knowledge of the  
10 existence of the defect. Moreover, due to Honda’s failure to remedy the Idle Stop  
11 Defect, any notice requirement is futile.

12 832. As a direct and proximate result of Honda’s breach of its warranty of  
13 redhibition, Plaintiff and the other Class members have been damaged in an amount to  
14 be determined at trial.

15 833. Having known of the Idle Stop Defect contained in the Class Vehicles,  
16 Honda is liable to Plaintiff and the Class members for the return of the purchase price  
17 with interest from the time it was paid, for the reimbursement of the reasonable  
18 expenses occasioned by the sale and those expenses incurred for the preservation of the  
19 Class Vehicles, and for damages and reasonable attorneys’ fees. La. Civ. Code Art.  
20 2545.

21 **COUNT 33**  
22 **BREACH OF WARRANTY OF FITNESS FOR ORDINARY USE**  
23 **La. Civ. Code Art. 2524**  
**(against American Honda Motor Co., Inc. only)**

24 834. Plaintiff Lanus (“Plaintiff,” for purposes of the Louisiana Class’s claims)  
25 incorporates by reference each allegation as if fully set forth herein.

26 835. Plaintiff brings this Count individually and on behalf of the other members  
27 of the Louisiana Class (the “Class,” for purposes of this Count).  
28

1 836. In addition to warranting against redhibitory defects, Honda, as sellers of  
2 the Class Vehicles, warranted that the Class Vehicles were reasonably fit for their  
3 ordinary and intended use. La. Civ. Code Art. 2524.

4 837. The Class Vehicles equipped with the defective Idle Stop feature are  
5 defectively designed in that they contain a defect or flaw that causes the vehicles to,  
6 suddenly and without notice, become inoperable and undriveable wherever they rest.  
7 As a result, Plaintiff's and Class members' vehicles are not reasonably fit for their  
8 ordinary use.

9 838. As a direct and proximate cause of Honda's design, manufacture,  
10 assembly, marketing, and sale of the Class Vehicles, Plaintiff and the Class members  
11 have been damaged in an amount to be determined at trial.

12 **COUNT 34**  
13 **BREACH OF EXPRESS WARRANTY<sup>186</sup>**  
14 **Louisiana Products Liability Act**  
15 **La. R.S. § 9:2800.51 *et seq.***  
16 **(against American Honda Motor Co., Inc. only)**

17 839. Plaintiff Lanus ("Plaintiff," for purposes of the Louisiana Class's claims)  
18 incorporates by reference each allegation as if fully set forth herein.

19 840. Plaintiff brings this Count individually and on behalf of the other members  
20 of the Louisiana Class (the "Class," for purposes of this Count).

21 841. Honda is and was at all relevant times a seller and manufacturer with  
22 respect to the Class Vehicles.

23 842. Honda has defectively designed, manufactured, sold, or otherwise placed  
24 in the stream of commerce Class Vehicles as set forth herein.

25 843. The Class Vehicles in question are unreasonably dangerous and defective  
26 under the Louisiana Products Liability Act ("LPLA"), La. R.S. § 9:2800.58, because  
27 the vehicles do not conform to the express warranty provided by Honda.

28 <sup>186</sup> The Court previously dismissed Plaintiffs' Breach of Express Warranty Claims.  
(ECF No. 65.) Accordingly, this claim is asserted only for purposes of appeal.

1 844. Honda knew and expected that the Class Vehicles would eventually be  
2 sold to and operated by purchasers, lessees, and/or eventual owners of the Class  
3 Vehicles, including Plaintiff and the other Class members. Consequently, Plaintiff and  
4 the other Class members were expected users of the products Honda manufactured.

5 845. The Class Vehicles reached Plaintiff and the other Class members without  
6 substantial changes in their condition from time of completion of manufacture by  
7 Honda.

8 846. The defects in the Class Vehicles could not have been contemplated by  
9 any reasonable person expected to operate the Class Vehicles and therefore presented  
10 an unreasonably dangerous situation for expected users of the Class Vehicles even  
11 though the Class Vehicles were operated by expected users in a reasonable manner.

12 847. In its New Vehicle Limited Warranty, Honda expressly warranted that it  
13 would “repair or replace any part that is defective in material or workmanship under  
14 normal use.”

15 848. Also, as alleged in more detail herein, at the time that Honda warranted  
16 and sold the Class Vehicles, it knew that the Class Vehicles did not conform to the  
17 warranty and were inherently defective, and Honda improperly concealed material  
18 facts regarding its Class Vehicles. Plaintiff and the other Class members were therefore  
19 induced to purchase or lease the Class Vehicles under false pretenses.

20 849. Moreover, much of the damage flowing from the Class Vehicles cannot  
21 be resolved through the limited remedy of repairs, as those incidental and consequential  
22 damages have already been suffered due to Honda’s improper conduct as alleged  
23 herein, and due to its failure and/or continued failure to provide such limited remedy  
24 within a reasonable time, and any limitation on Plaintiff’s and the other Class members’  
25 remedies would be insufficient to make them whole.

26 850. As a direct and proximate cause of Honda’s design, manufacture,  
27 assembly, marketing, and sales of the Class Vehicles, Plaintiff and the other Class  
28

1 members have sustained and will continue to sustain the loss of use of their Class  
2 Vehicles, economic losses, and consequential damages, and they are therefore entitled  
3 to compensatory relief in an amount to be determined at trial. Plaintiff, individually  
4 and on behalf of the other Class members, asserts the application of *res ipsa loquitur*  
5 under LPLA.

6 **COUNT 35**  
7 **FRAUDULENT OMISSION**  
8 **(against American Honda Motor Co., Inc. only)**

9 851. Plaintiff Lanus (“Plaintiff,” for purposes of the Louisiana Class’s claims)  
10 incorporates by reference each allegation as if fully set forth herein.

11 852. Plaintiff brings this Count individually and on behalf of the other members  
12 of the Louisiana Class (the “Class,” for purposes of this Count).

13 853. Honda was aware of the Idle Stop Defect when it marketed and sold the  
14 Class Vehicles to Plaintiff and the other members of the Class.

15 854. Having been aware of the Idle Stop Defect in the Class Vehicles and  
16 having known that Plaintiff and the other members of the Class could not have  
17 reasonably been expected to know of the Idle Stop Defect, Honda had a duty to disclose  
18 the defect to Plaintiff and the other members of the Class in connection with the sale  
19 or lease of the Class Vehicles.

20 855. Honda did not disclose the Idle Stop Defect in the Class Vehicles to  
21 Plaintiff and the other members of the Class in connection with the sale or lease of the  
22 Class Vehicles.

23 856. For the reasons set forth above, the Idle Stop Defect concerns material  
24 information with respect to the sale or lease of the Class Vehicles.

25 857. In purchasing the Class Vehicles, Plaintiff and the other members of the  
26 Class reasonably relied on Honda to disclose known material defects with respect to  
27 the Class Vehicles.

28 858. Through its omissions regarding the Idle Stop Defect, Honda intended to

1 induce and did induce Plaintiff and the other members of the Class to either purchase  
2 a Class Vehicle that they otherwise would not have purchased or pay more for a Class  
3 Vehicle than they otherwise would have paid.

4 859. As a direct and proximate result of Honda's omissions, Plaintiff and the  
5 other members of the Class either overpaid for the Class Vehicles or would not have  
6 purchased the Class Vehicles at all if the Idle Stop Defect had been disclosed to them  
7 and therefore have incurred damages in an amount to be determined at trial.

8 **COUNT 36**  
9 **VIOLATION OF LOUISIANA UNFAIR TRADE PRACTICES ACT**  
10 **La. Rev. Stat. Ann. §§ 51:1401 *et seq.***  
11 **(against American Honda Motor Co., Inc. only)**

12 860. Plaintiff Lanus ("Plaintiff," for purposes of the Louisiana Class's claims)  
13 incorporates by reference each allegation as if fully set forth herein.

14 861. Plaintiff brings this Count individually and on behalf of the other members  
15 of the Louisiana Class (the "Class," for purposes of this Count).

16 862. Honda had the duty to refrain from the use of unfair methods of  
17 competition and unfair or deceptive acts or practices in the conduct of its trade and  
18 commerce. This includes the duty to refrain from knowingly exploiting consumers in  
19 an effort to gain an unfair advantage over them.

20 863. Honda's sale of Class Vehicles to Plaintiff and the other Class members  
21 constituted a "consumer transaction" within the scope of the Louisiana Unfair Trade  
22 Practices Act ("LUTPA"), La. Rev. Stat. Ann. §§ 51:1401 *et seq.* The transactions  
23 involved commerce with a natural person, the subject of which was primarily intended  
24 for personal, family, or household use and resulted in an ascertainable loss of money  
25 or property as a result of the unfair or deceptive act or practice.

26 864. Honda's omissions regarding the Idle Stop Defect, described above, are  
27 material facts that a reasonable person would have considered in deciding whether or  
28 not to purchase (or pay the same price for) the Class Vehicles.

1 865. Honda intended for Plaintiff and the other Class members to rely on  
2 Honda's omissions regarding the Idle Stop Defect. Honda failed to give Plaintiff and  
3 the other Class members sufficient notice or warning regarding this defect.

4 866. Plaintiff and the other Class members relied upon Honda's omissions  
5 when purchasing vehicles with the Idle Stop feature equipped.

6 867. Plaintiff and the other Class members were deceived by Honda's omission  
7 of the defect.

8 868. Had Honda disclosed all material information regarding the Idle Stop  
9 Defect to Plaintiff and the other Class members, Plaintiff and the other Class members  
10 would not have purchased or leased Class Vehicles or would have paid less to do so.

11 869. Honda's omissions have deceived Plaintiff, and those same business  
12 practices have deceived or are likely to deceive members of the consuming public and  
13 other members of the Class.

14 870. In addition to being deceptive, Honda's business practices were unfair  
15 because Honda knowingly sold Plaintiff and the other Class members Class Vehicles  
16 with the Idle Stop Defect. The injuries to Plaintiff and the other Class members are  
17 substantial and greatly outweigh any alleged countervailing benefit to Plaintiff and the  
18 other Class members or to competition under all of the circumstances. Moreover, in  
19 light of Honda's exclusive knowledge of the Idle Stop Defect, the injury is not one that  
20 Plaintiff or the other Class members could have reasonably avoided.

21 871. As a direct and proximate result of Honda's unfair and deceptive trade  
22 practices, Plaintiff and the other Class members who purchased or leased the Class  
23 Vehicles would not have purchased or leased the Class Vehicles or alternatively would  
24 have paid less for them had the truth about the Idle Stop Defect been disclosed. Plaintiff  
25 and the other Class members also suffered diminished value of their vehicles. Plaintiff  
26 and the other Class members are entitled to recover actual damages, treble and/or  
27 punitive damages, attorneys' fees and costs, and all other relief allowed under La. Rev.  
28



1 Stat. Ann. §§ 51:1401 *et seq.*

2 872. Plaintiff and the other Class members are also entitled to and hereby seek  
3 an order directing Honda to pay Plaintiffs' reasonable attorneys' fees and costs of suit  
4 as awarded by the Court.

5 **COUNT 37**  
6 **UNJUST ENRICHMENT<sup>187</sup>**  
7 **(against American Honda Motor Co., Inc. only)**

8 873. Plaintiff Lanus ("Plaintiff," for purposes of the Louisiana Class's claims  
9 incorporates by reference each allegation as if fully set forth herein.

10 874. Plaintiff brings this Count individually and on behalf of the other members  
11 of the Louisiana Class (the "Class," for purposes of this Count).

12 875. Honda has benefitted from selling and leasing at an unjust profit defective  
13 Class Vehicles that had artificially inflated prices due to Honda's concealment of the  
14 Idle Stop Defect, and Plaintiff and the other members of the Class have overpaid for  
15 these vehicles.

16 876. Honda has received and retained unjust benefits from Plaintiff and the  
17 other members of the Class, and inequity has resulted.

18 877. It is inequitable and unconscionable for Honda to retain these benefits.

19 878. Because Honda concealed its fraud and deception, Plaintiff and the other  
20 members of the Class were not aware of the true facts concerning the Class Vehicles  
21 and did not benefit from Honda's misconduct.

22 879. Honda knowingly accepted the unjust benefits of its misconduct.

23 880. As a result of Honda's misconduct, the amount of its unjust enrichment  
24 should be disgorged and returned to Plaintiff and the other members of the Class in an  
25 amount to be proven at trial.

26 **I. Claims Brought on Behalf of the Maryland Class.**

27 <sup>187</sup> The Court previously dismissed Plaintiff's Unjust Enrichment Claim (ECF No.  
28 221). Accordingly, Plaintiff's Unjust Enrichment claim is included in this Fifth  
Amended Complaint only for preservation purposes.

**COUNT 38**  
**VIOLATION OF THE MARYLAND CONSUMER PROTECTION ACT**  
**Md. Code Ann., Com. Law §§ 13-101 *et seq.* (“MCPA”)**

881. Plaintiff Elliott (“Plaintiff,” for purposes of the Maryland Class’s claims) incorporates by reference each allegation as if fully set forth herein.

882. Plaintiff brings this Count individually and on behalf of the other members of the Maryland Class (the “Class,” for purposes of this Count).

883. The MCPA prohibits “any [f]alse, falsely disparaging, or misleading oral or written statement, visual description, or other representation of any kind which has the capacity, tendency, or effect of deceiving or misleading consumers.” Md. Code Ann., Com. Law § 13-301(1). The MCPA also prohibits any “[d]eception, fraud, false pretense, false premise, misrepresentation, or knowing concealment, suppression, or omission of any material fact with the intent that a consumer rely on the same in connection with . . . [t]he promotion or sale of any consumer goods.” Md. Code Ann., Com. Law § 13-301(9) – 13-301(9)(i).

884. Plaintiff and the Maryland Class are “consumers” within the meaning of the MCPA. Md. Code Ann., Com. Law § 13-101(c).

885. Honda is a “person” as used in the MCPA. Md. Code Ann., Com. Law § 13-101(h).

886. The Class Vehicles are “consumer good[s]” within the meaning of the MCPA. Md. Code Ann., Com. Law § 13-101(d).

887. By the conduct described in detail above and incorporated herein, Honda violated the MCPA.

888. Honda’s omissions regarding the Idle Stop Defect, described above are material facts that a reasonable person would have considered in deciding whether or not to purchase (or to pay the same price for) a Class Vehicle.

889. Honda’s omissions regarding the Idle Stop Defect were likely to deceive a consumer acting reasonably in the same circumstances as Plaintiff and the other Class

1 members.

2 890. Honda intended for Plaintiff and the other Class members to rely on  
3 Honda's omissions of fact regarding the Idle Stop Defect.

4 891. Plaintiff and the other Class members justifiably acted or relied to their  
5 detriment upon Honda's omissions of fact concerning the above-described Idle Stop,  
6 as evidenced by Plaintiff's and the other Class members' purchase of their vehicles.

7 892. Had Honda disclosed all material information regarding the Idle Stop  
8 Defect to Plaintiff and the other Class members, then they would not have purchased  
9 or leased the vehicle or would have paid less to do so.

10 893. Honda's omissions deceived Plaintiff and the other Class members.

11 894. Honda acted willfully in not disclosing the Idle Stop Defect from Plaintiff  
12 and the other Class members.

13 895. Honda's deceptive omissions constitute an independent tort, separate of  
14 the breach of warranties alleged herein.

15 896. Plaintiff and the other Class members suffered ascertainable loss and  
16 actual damages as a direct result of Honda's failure to disclose the Idle Stop Defect.  
17 Plaintiff and the other Class members who purchased or leased the Class Vehicles  
18 would not have done so, or would have paid significantly less, if the true nature of the  
19 Class Vehicles had been disclosed.

20 897. Honda's violations present a continuing risk to Plaintiff and the Class, as  
21 well as to the general public. Defendant's unlawful acts and practices complained of  
22 herein affect the public interest.

23 898. Pursuant to Md. Code Ann., Com. Law § 13-408, Plaintiff and the  
24 Maryland Class seek actual damages, attorneys' fees, and any other just and proper  
25 relief available under the MCPA, Md. Code Ann., Com. Law § 13-301, *et seq.*

26 **COUNT 39**  
27 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**  
28 **Md. Code Ann., Com. Law §§ 2-314 *et seq.***

1 899. Plaintiff Elliott (“Plaintiff,” for purposes of the Maryland Class’s claims)  
2 incorporates by reference each allegation as if fully set forth herein.

3 900. Plaintiff brings this Count individually and on behalf of the other members  
4 of the Maryland Class (the “Class,” for purposes of this Count).

5 901. Honda is a “seller” as defined by Md. Code Ann., Com. Law § 2-  
6 314(1)(a).

7 902. Under Md. Code Ann., Com. Law § 2-314, a warranty that the Class  
8 Vehicles were in merchantable condition was implied by law in the transactions when  
9 Plaintiff and the other Class members purchased or leased their Class Vehicles from  
10 Honda.

11 903. The Class Vehicles, when sold and at all times thereafter, were not  
12 merchantable and are not fit for the ordinary purpose for which cars are used.

13 904. Honda marketed the Class Vehicles as safe, reliable, and high-quality  
14 automobiles that would function as reasonably expected by consumers and in  
15 accordance with industry standards. Such representations formed the basis of the  
16 bargain in Plaintiff’s and Maryland Class members’ decisions to purchase the Class  
17 Vehicles.

18 905. Although privity is not required under Md. Code Ann., Com. Law § 2-  
19 314, Plaintiff and other Maryland Class members purchased the Class Vehicles from  
20 Honda, or through Honda’s authorized agents for retail sales. At all relevant times,  
21 Honda was the manufacturer, distributor, warrantor, and/or seller of the Class Vehicles.

22 906. Honda knew or had reason to know of the specific use for which the Class  
23 Vehicles were purchased.

24 907. Because of the Idle Stop Defect, the Class Vehicles were not in  
25 merchantable condition when sold and are not fit for the ordinary purpose of providing  
26 safe and reliable transportation.

27 908. Honda knew about the defect in the Class Vehicles, allowing Class to cure  
28

1 their breach of warranty if it chose to do so.

2 909. Honda's attempt to disclaim or limit the implied warranty of  
3 merchantability vis-à-vis consumers is unconscionable and unenforceable here.  
4 Specifically, Honda's warranty limitations are unenforceable because they knowingly  
5 sold a defective product without informing consumers about the defect. The time limits  
6 contained in Honda's warranty periods were also unconscionable and inadequate to  
7 protect Plaintiff and other Maryland Class members. Among other things, Plaintiff and  
8 other Maryland Class members had no meaningful choice in determining these time  
9 limitations, the terms of which unreasonably favored Honda. A gross disparity in  
10 bargaining power existed between Honda and Maryland Class members, and Honda  
11 knew of the defect at the time of sale.

12 910. Plaintiff and Maryland Class members have complied with all obligations  
13 under the warranty, or otherwise have been excused from performance of said  
14 obligations as a result of Honda's conduct described herein. Affording Honda a  
15 reasonable opportunity to cure the breach of written warranties therefore would be  
16 unnecessary and futile.

17 911. Honda was provided notice of these issues by numerous complaints filed  
18 against it, internal investigations, postings on websites, and other sources.

19 912. As a direct and proximate result of Honda's breach of the implied  
20 warranty of merchantability, Plaintiff and the Class have been damaged in an amount  
21 to be proven at trial.

22 **COUNT 40**  
23 **FRAUDULENT OMISSION**

24 913. Plaintiff Elliott ("Plaintiff," for purposes of the Maryland Class's claims)  
25 incorporates by reference each allegation as if fully set forth herein.

26 914. Plaintiff brings this Count individually and on behalf of the other members  
27 of the Maryland Class (the "Class," for purposes of this Count).

28 915. Honda was aware of the Idle Stop Defect when it marketed and sold the

1 Class Vehicles to Plaintiff and the other Class members.

2 916. Having been aware of the Idle Stop Defect and having known that Plaintiff  
3 and the other Class members could not have reasonably been expected to know of the  
4 Idle Stop Defect, Honda had a duty to disclose the defect to Plaintiff and the other Class  
5 members in connection with the sale or lease of the Class Vehicles.

6 917. Honda did not disclose the Idle Stop Defect to Plaintiff and the other Class  
7 members in connection with the sale or lease of the Class Vehicles.

8 918. For reasons set forth above, the Idle Stop Defect concerns material  
9 information with respect to the sale or lease of the Class Vehicles.

10 919. In purchasing the Class Vehicles, Plaintiff and the other Class members  
11 reasonably relied on Honda to disclose known material defects with respect to the Class  
12 Vehicles.

13 920. Had Plaintiff and the other Class members known of the Idle Stop Defect,  
14 they would not have purchased the Class Vehicles or would have paid less for the  
15 vehicles.

16 921. Through its omissions regarding the Idle Stop Defect, Honda intended to  
17 induce—and did induce—Plaintiff and the other Class members to purchase a Class  
18 Vehicle that they otherwise would not have purchased or pay more for a Class Vehicle  
19 than they otherwise would have paid.

20 922. As a direct and proximate result of Honda's omissions, Plaintiff and the  
21 other Class members either overpaid for the Class Vehicles or would not have  
22 purchased the Class Vehicles at all if the Idle Stop Defect had been disclosed to them.  
23 Therefore, Plaintiff and the other Class members have incurred damages in an amount  
24 to be determined at trial.

25 **J. Claims Brought on Behalf of the New Hampshire Class**

26 **COUNT 46**  
27 **VIOLATION OF THE NEW HAMPSHIRE CONSUMER PROTECTION ACT**  
28 **N.H. Rev. Stat. Ann. §§ 358-A:1 *et seq.***

1           923. Plaintiff Derry (“Plaintiff,” for purposes of the New Hampshire Class’s  
2 claims) incorporates by reference each allegation as if fully set forth herein.

3           924. Plaintiff brings this Count individually and on behalf of the other members  
4 of the Hampshire Class (the “Class,” for purposes of this Count).

5           925. The New Hampshire Consumer Protection Act prohibits the “use any  
6 unfair method of competition or any unfair or deceptive act or practice in the conduct  
7 of any trade or commerce within this State,” including, “[r]epresenting that goods or  
8 services are of a particular standard, quality, or grade, or that goods are of a particular  
9 style or model, if they are of another . . .” N.H. Rev. Stat. Ann. § 358-A:2(V).

10           926. In the course of its business, Honda omitted and suppressed material facts  
11 concerning the Idle Stop Defect. Honda falsely represented the quality of the Class  
12 Vehicles and omitted material facts regarding the Idle Stop feature, as well as the  
13 durability and overall value of the Class Vehicles, for the purpose of inducing Plaintiff  
14 and other New Hampshire Class members to purchase the Class Vehicles, and to  
15 increase Honda’s revenue and profits.

16           927. Honda’s omissions regarding the Idle Stop Defect are omissions of  
17 material facts that a reasonable person would have considered in deciding whether to  
18 purchase or pay the same price for the Class Vehicles.

19           928. Honda intended for Plaintiff and the other Class members to rely on  
20 Honda’s omissions of fact regarding the Idle Stop Defect.

21           929. Plaintiff and the other Class members justifiably acted or relied to their  
22 detriment on Honda’s omissions of fact regarding the Idle Stop Defect, as evidenced  
23 by Plaintiff and the other Class members’ purchases of Class Vehicles.

24           930. Had Honda disclosed all material information regarding the Idle Stop  
25 Defect, Plaintiff and the other Class members would not have purchased or leased Class  
26 Vehicles or would have paid less to do so.

27           931. Honda’s omissions have deceived Plaintiff, and those same business  
28



1 practices have deceived or are likely deceive the other Class members and members of  
2 the consuming public.

3 932. In addition to being deceptive, the business practices of Honda were unfair  
4 because Honda knowingly sold Plaintiff and the other Class members Class Vehicles  
5 with the Idle Stop Defect that are essentially unusable for the purposes for which they  
6 were sold. The injuries to Plaintiff and the other Class members are substantial and  
7 greatly outweigh any alleged countervailing benefit to Plaintiff and the other Class  
8 members or to competition under all the circumstances. Moreover, in light of Honda's  
9 exclusive knowledge of the Idle Stop Defect, the injury is not one that Plaintiff or the  
10 other Class members could have reasonably avoided.

11 933. As a direct and proximate result of Honda's unfair and deceptive trade  
12 practices, Plaintiff and the other Class members have suffered ascertainable loss and  
13 actual damages. Plaintiff and the other Class members who purchased or leased the  
14 Class Vehicles would not have purchased or leased the vehicles or would have paid  
15 less for them had the truth about the Idle Stop Defect been disclosed. Plaintiff and the  
16 other Class members also suffered diminished value of their vehicles. Plaintiff and the  
17 other Class members are entitled to recover actual damages, attorneys' fees and costs,  
18 and all other relief. N.J. Stat. §§ 56:8-2 *et seq.*

19 **COUNT 47**  
20 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**  
21 **N.H. Rev. Stat. Ann. §§ 382-A:2-314 *et seq.***

22 934. Plaintiff Derry ("Plaintiff," for purposes of the New Hampshire Class's  
23 claims) incorporates by reference each allegation as if fully set forth herein.

24 935. Plaintiff brings this Count individually and on behalf of the other members  
25 of the Hampshire Class (the "Class," for purposes of this Count).

26 936. Under N.H. Rev. Stat. Ann. § 382-A:2-314, a warranty that the Class  
27 Vehicles were in merchantable condition was implied by law in the transactions when  
28 Plaintiff and the other Class members purchased or leased their Class Vehicles from

1 Honda.

2 937. The Class Vehicles, when sold and at all times thereafter, were not  
3 merchantable and are not fit for the ordinary purpose for which cars are used.

4 938. Honda marketed the Class Vehicles as safe, reliable, and high quality  
5 automobiles that would function as reasonably expected by consumers and in  
6 accordance with industry standards. Such representations formed the basis of the  
7 bargain in Plaintiff's and New Hampshire Class members' decisions to purchase the  
8 Class Vehicles.

9 939. Plaintiff and other New Hampshire Class members purchased the Class  
10 Vehicles from Honda, or through Honda's authorized agents for retail sales. At all  
11 relevant times, Honda was the manufacturer, distributor, warrantor, and/or seller of the  
12 Class Vehicles.

13 940. Honda knew or had reason to know of the specific use for which the Class  
14 Vehicles were purchased.

15 941. Because of the Idle Stop Defect, the Class Vehicles were not in  
16 merchantable condition when sold and are not fit for the ordinary purpose of providing  
17 safe and reliable transportation.

18 942. Honda knew about the defect in the Class Vehicles, allowing Class to cure  
19 their breach of warranty if it chose to do so.

20 943. Honda's attempt to disclaim or limit the implied warranty of  
21 merchantability vis-à-vis consumers is unconscionable and unenforceable here.  
22 Specifically, Honda's warranty limitations are unenforceable because they knowingly  
23 sold a defective product without informing consumers about the defect. The time limits  
24 contained in Honda's warranty periods were also unconscionable and inadequate to  
25 protect Plaintiff and other New Hampshire Class members. Among other things,  
26 Plaintiff and other New Hampshire Class members had no meaningful choice in  
27 determining these time limitations, the terms of which unreasonably favored Honda. A  
28

1 gross disparity in bargaining power existed between Honda and Nevada Class  
2 members, and Honda knew of the defect at the time of sale.

3 944. Plaintiff and New Hampshire Class members have complied with all  
4 obligations under the warranty, or otherwise have been excused from performance of  
5 said obligations as a result of Honda's conduct described herein. Affording Honda a  
6 reasonable opportunity to cure the breach of written warranties therefore would be  
7 unnecessary and futile.

8 945. Honda was provided notice of these issues by numerous complaints filed  
9 against it, internal investigations, postings on websites, and other sources.

10 946. As a direct and proximate result of Honda's breach of the implied  
11 warranty of merchantability, Plaintiff and the Class have been damaged in an amount  
12 to be proven at trial.

13 **COUNT 48**  
14 **FRAUDULENT OMISSION**

15 947. Plaintiff Derry ("Plaintiff," for purposes of the New Hampshire Class's  
16 claims) incorporates by reference each allegation as if fully set forth herein.

17 948. Plaintiff brings this Count individually and on behalf of the other members  
18 of the Hampshire Class (the "Class," for purposes of this Count).

19 949. Honda was aware of the Idle Stop Defect when it marketed and sold the  
20 Class Vehicles to Plaintiff and the other Class members.

21 950. Having been aware of the Idle Stop Defect and having known that Plaintiff  
22 and the other Class members could not have reasonably been expected to know of the  
23 Idle Stop Defect, Honda had a duty to disclose the defect to Plaintiff and the other Class  
24 members in connection with the sale or lease of the Class Vehicles.

25 951. Honda did not disclose the Idle Stop Defect to Plaintiff and the other Class  
26 members in connection with the sale or lease of the Class Vehicles.

27 952. For reasons set forth above, the Idle Stop Defect concerns material  
28 information with respect to the sale or lease of the Class Vehicles.

1 953. In purchasing the Class Vehicles, Plaintiff and the other Class members  
2 reasonably relied on Honda to disclose known material defects with respect to the Class  
3 Vehicles.

4 954. Had Plaintiff and the other Class members known of the Idle Stop Defect,  
5 they would not have purchased the Class Vehicles or would have paid less for the  
6 vehicles.

7 955. Through its omissions regarding the Idle Stop Defect, Honda intended to  
8 induce—and did induce—Plaintiff and the other Class members to purchase a Class  
9 Vehicle that they otherwise would not have purchased or pay more for a Class Vehicle  
10 than they otherwise would have paid.

11 956. As a direct and proximate result of Honda's omissions, Plaintiff and the  
12 other Class members either overpaid for the Class Vehicles or would not have  
13 purchased the Class Vehicles at all if the Idle Stop Defect had been disclosed to them.  
14 Therefore, Plaintiff and the other Class members have incurred damages in an amount  
15 to be determined at trial.

16 **COUNT 49**  
17 **UNJUST ENRICHMENT<sup>188</sup>**

18 957. Plaintiff Derry ("Plaintiff," for purposes of the New Hampshire Class's  
19 claims) incorporates by reference each allegation as if fully set forth herein.

20 958. Plaintiff brings this Count individually and on behalf of the other members  
21 of the Hampshire Class (the "Class," for purposes of this Count).

22 959. Honda has benefited from selling and leasing at an unjust profit defective  
23 Class Vehicles that had artificially inflated prices due to Honda's concealment of the  
24 Idle Stop Defect, and Plaintiff and the other Class members have overpaid for these  
25 vehicles.

26 960. Honda has received and retained unjust benefits from Plaintiff and the

27 <sup>188</sup> The Court previously dismissed Plaintiff's Unjust Enrichment Claim (ECF No.  
28 221). Accordingly, Plaintiff's Unjust Enrichment claim is included in this Fifth  
Amended Complaint only for preservation purposes.

1 other Class members, and inequity has resulted.

2 961. It is inequitable and unconscionable for Honda to retain these benefits.

3 962. Because Honda concealed its fraud and deception, Plaintiff and the other  
4 Class members were not aware of the true facts concerning the Class Vehicles and did  
5 not benefit from Honda's misconduct.

6 963. Honda knowingly accepted the unjust benefits of its misconduct.

7 964. As a result of Honda's misconduct, the amount of its unjust enrichment  
8 should be disgorged and returned to Plaintiff and the other Class members in an amount  
9 to be determined at trial.

10 **K. Claims Brought on Behalf of the New Jersey Class**

11 **COUNT 50**  
12 **VIOLATION OF THE NEW JERSEY CONSUMER FRAUD ACT**  
13 **N.J. Stat. §§ 56:8-1 *et seq.***  
**(against American Honda Motor Co., Inc. only)**

14 965. Plaintiff Barrett ("Plaintiff," for purposes of the New Jersey Class's  
15 claims) incorporates by reference each allegation as if fully set forth herein.

16 966. Plaintiff brings this Count individually and on behalf of the other members  
17 of the New Jersey Class (the "Class," for purposes of this Count).

18 967. Under the New Jersey Consumer Fraud Act, "[t]he act, use or employment  
19 by any person of any unconscionable commercial practice, deception, fraud, false  
20 pretense, false promise, misrepresentation, or the knowing concealment, suppression,  
21 or omission of any material fact with intent that others rely upon such concealment,  
22 suppression, or omission, in connection with the sale or advertisement of any  
23 merchandise . . . is declared to be an unlawful practice . . . ." N.J. Stat. § 56:8-2.

24 968. By the conduct described in detail above and incorporated herein, Honda  
25 engaged in unfair or deceptive acts or practices in violation of § 56:8-2.

26 969. Honda's omissions regarding the Idle Stop Defect are omissions of  
27 material facts that a reasonable person would have considered in deciding whether to  
28

1 purchase or pay the same price for the Class Vehicles.

2 970. Honda intended for Plaintiff and the other Class members to rely on  
3 Honda's omissions of fact regarding the Idle Stop Defect.

4 971. Plaintiff and the other Class members justifiably acted or relied to their  
5 detriment on Honda's omissions of fact regarding the Idle Stop Defect, as evidenced  
6 by Plaintiff and the other Class members' purchases of Class Vehicles.

7 972. Had Honda disclosed all material information regarding the Idle Stop  
8 Defect, Plaintiff and the other Class members would not have purchased or leased Class  
9 Vehicles or would have paid less to do so.

10 973. Honda's omissions have deceived Plaintiff, and those same business  
11 practices have deceived or are likely deceive the other Class members and members of  
12 the consuming public.

13 974. In addition to being deceptive, the business practices of Honda were unfair  
14 because Honda knowingly sold Plaintiff and the other Class members Class Vehicles  
15 with the Idle Stop Defect that are essentially unusable for the purposes for which they  
16 were sold. The injuries to Plaintiff and the other Class members are substantial and  
17 greatly outweigh any alleged countervailing benefit to Plaintiff and the other Class  
18 members or to competition under all the circumstances. Moreover, in light of Honda's  
19 exclusive knowledge of the Idle Stop Defect, the injury is not one that Plaintiff or the  
20 other Class members could have reasonably avoided.

21 975. As a direct and proximate result of Honda's unfair and deceptive trade  
22 practices, Plaintiff and the other Class members have suffered ascertainable loss and  
23 actual damages. Plaintiff and the other Class members who purchased or leased the  
24 Class Vehicles would not have purchased or leased the vehicles or would have paid  
25 less for them had the truth about the Idle Stop Defect been disclosed. Plaintiff and the  
26 other Class members also suffered diminished value of their vehicles. Plaintiff and the  
27 other Class members are entitled to recover actual damages, attorneys' fees and costs,  
28

1 and all other relief. N.J. Stat. §§ 56:8-2 *et seq.*

2 **COUNT 51**  
3 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**  
4 **N.J. Stat. §§ 12A:2-314 and 12A:2A-212**  
5 **(against American Honda Motor Co., Inc. only)**

6 976. Plaintiff Barrett (“Plaintiff,” for purposes of the New Jersey Class’s  
7 claims) incorporates by reference each allegation as if fully set forth herein.

8 977. Plaintiff brings this Count individually and on behalf of the other members  
9 of the New Jersey Class (the “Class,” for purposes of this Count).

10 978. Honda is and was at all relevant times a merchant with respect to motor  
11 vehicles. *See* N.J. Stat. §§ 12A:2-104 and 12A:2A-103.

12 979. Pursuant to §§ 12A:2-104 and 12A:2A-103, a warranty that the Class  
13 Vehicles were in merchantable condition was implied by law, and the Class Vehicles  
14 were bought, sold, and leased subject to an implied warranty of merchantability.

15 980. The Class Vehicles did not comply with the implied warranty of  
16 merchantability because, at the time of sale and at all times thereafter, they were  
17 defective and not in merchantable condition, would not pass without objection in the  
18 trade, and were not fit for the ordinary purpose for which vehicles are used.  
19 Specifically, the Class Vehicles suffer from the Idle Stop Defect which causes the  
20 vehicles to, suddenly and without notice, become inoperable and undriveable wherever  
21 they rest.

22 981. Plaintiff, individually and on behalf of the other Class members, notified  
23 Honda of the Idle Stop Defect—and Honda’s corresponding breach of warranty—  
24 through a notice letter dated September 13, 2022 and sent by United States Certified  
25 Mail to Honda through its counsel. Honda was also provided notice of the Idle Stop  
26 Defect through numerous complaints filed against it directly and through its dealers, as  
27 well as its own internal engineering knowledge.

28 982. Plaintiff and the other Class members suffered injuries due to the defective



1 nature of the Class Vehicles and Honda's breach of the implied warranty of  
2 merchantability.

3 983. As a direct and proximate result of Honda's breach of the implied  
4 warranty of merchantability, Plaintiff and the other Class members have been damaged  
5 in an amount to be determined at trial.

6 **COUNT 52**  
7 **FRAUDULENT OMISSION**  
8 **(against American Honda Motor Co., Inc. only)**

9 984. Plaintiff Barrett ("Plaintiff," for purposes of the New Jersey Class's  
10 claims) incorporates by reference each allegation as if fully set forth herein.

11 985. Plaintiff brings this Count individually and on behalf of the other members  
12 of the New Jersey Class (the "Class," for purposes of this Count).

13 986. Honda was aware of the Idle Stop Defect when it marketed and sold the  
14 Class Vehicles to Plaintiff and the other Class members.

15 987. Having been aware of the Idle Stop Defect and having known that Plaintiff  
16 and the other Class members could not have reasonably been expected to know of the  
17 Idle Stop Defect, Honda had a duty to disclose the defect to Plaintiff and the other Class  
18 members in connection with the sale or lease of the Class Vehicles.

19 988. Honda did not disclose the Idle Stop Defect to Plaintiff and the other Class  
20 members in connection with the sale or lease of the Class Vehicles.

21 989. For reasons set forth above, the Idle Stop Defect concerns material  
22 information with respect to the sale or lease of the Class Vehicles.

23 990. In purchasing the Class Vehicles, Plaintiff and the other Class members  
24 reasonably relied on Honda to disclose known material defects with respect to the Class  
25 Vehicles.

26 991. Had Plaintiff and the other Class members known of the Idle Stop Defect,  
27 they would not have purchased the Class Vehicles or would have paid less for the  
28 vehicles.

1 992. Through its omissions regarding the Idle Stop Defect, Honda intended to  
2 induce—and did induce—Plaintiff and the other Class members to purchase a Class  
3 Vehicle that they otherwise would not have purchased or pay more for a Class Vehicle  
4 than they otherwise would have paid.

5 993. As a direct and proximate result of Honda’s omissions, Plaintiff and the  
6 other Class members either overpaid for the Class Vehicles or would not have  
7 purchased the Class Vehicles at all if the Idle Stop Defect had been disclosed to them.  
8 Therefore, Plaintiff and the other Class members have incurred damages in an amount  
9 to be determined at trial.

10 **L. Claims Brought on Behalf of Ali Qureshi**

11 **COUNT 54<sup>189</sup>**  
12 **VIOLATIONS OF NEW YORK GENERAL BUSINESS LAW, DECEPTIVE**  
13 **ACTS AND PRACTICES**  
14 **N.Y. Gen. Bus. L. § 349**  
15 **(against American Honda Motor Co., Inc. only)**

16 994. Plaintiff Qureshi (“Plaintiff,” for purposes of this Count) incorporates by  
17 reference each allegation as if fully set forth herein.

18 995. Plaintiff Qureshi brings this Count individually.

19 996. Honda engaged in unlawful, unfair, and deceptive trade practices in  
20 violation of New York General Business Law § 349 by advertising, selling, and  
21 warranting a defective vehicle.

22 997. Honda knew that the Plaintiff’s vehicle suffered from the Idle Stop Defect  
23 that causes the vehicle to, suddenly and without notice, become inoperable and  
24 undriveable wherever they rest.

25 998. In advertising, selling, and warranting the vehicle, Honda omitted material  
26 facts concerning the Idle Stop Defect. Honda failed to give Plaintiff sufficient notice  
27 or warning regarding this defect.

28 <sup>189</sup> Plaintiff Qureshi does not seek to represent a New York class. Plaintiff Qureshi  
intends to maintain his individual claims, though, and has amended the complaint  
accordingly.

1 999. Honda intended that Plaintiff rely on Honda's omissions when purchasing  
2 his vehicle that had the Idle Stop Defect.

3 1000. Plaintiff was deceived by Honda's omission of the Idle Stop Defect.

4 1001. Honda's conduct was in commerce and affected commerce.

5 1002. As a direct and proximate result of these unfair, willful, unconscionable,  
6 and deceptive commercial practices, Plaintiff has been damaged and is entitled to  
7 recover actual and treble damages as well as attorneys' fees, costs, and all other relief  
8 allowed by § 349.

9 **COUNT 55<sup>190</sup>**  
10 **BREACH OF EXPRESS WARRANTY<sup>191</sup>**  
11 **N.Y. U.C.C. §§ 2-313 and 2-A-210**  
**(against American Honda Motor Co., Inc. only)**

12 1003. Plaintiff Qureshi ("Plaintiff," for purposes of this Count) incorporates by  
13 reference each allegation as if fully set forth herein.

14 1004. Plaintiff Qureshi brings this Count individually.

15 1005. Honda is and was at all relevant times a "merchant" with respect to the  
16 Class Vehicles. *See* N.Y. U.C.C. § 2-104(1).

17 1006. In its New Vehicle Limited Warranty, Honda expressly warranted that it  
18 would "repair or replace any part that is defective in material or workmanship under  
19 normal use."

20 1007. Honda's Limited Warranty formed the basis of the bargain that was  
21 reached when Plaintiff purchases his vehicle with the Idle Stop Defect.

22 1008. Honda breached its express warranty to repair defects in materials and  
23 workmanship within Plaintiff's vehicle. Honda has not repaired and has been unable to  
24 repair the vehicle's materials and workmanship defects.

25 <sup>190</sup> Plaintiff Qureshi does not seek to represent a New York class. Plaintiff Qureshi  
26 intends to maintain his individual claims, though, and has amended the complaint  
accordingly.

27 <sup>191</sup> The Court previously dismissed Plaintiffs' Breach of Express Warranty Claims.  
28 (ECF No. 65.) Accordingly, this claim is asserted only for purposes of appeal.

1 1009. Plaintiff Qureshi notified Honda of the Idle Stop Defect—and Honda’s  
2 corresponding breach of warranty—through a notice letter dated September 13, 2022  
3 and sent by United States Certified Mail to Honda through its counsel. Honda was also  
4 provided notice of the Idle Stop Defect through numerous complaints filed against it  
5 directly and through its dealers, as well as its own internal engineering knowledge.

6 1010. Furthermore, the Limited Warranty fails in its essential purpose because  
7 the contractual remedy is insufficient to make Plaintiff whole and because Honda has  
8 failed and/or refused to adequately provide the promised remedies within a reasonable  
9 time.

10 1011. Accordingly, recovery by Plaintiff is not limited to the Limited Warranty  
11 of repair to parts defective in materials and workmanship, and Plaintiff seeks all  
12 remedies allowed by law.

13 1012. Additionally, as alleged in more detail herein, when Honda warranted and  
14 sold Plaintiff’s vehicle it knew that the vehicle did not conform to the warranty and  
15 was inherently defective. Honda improperly concealed material facts regarding  
16 Plaintiff’s vehicle. Plaintiff was therefore induced to purchase his vehicle under false  
17 pretenses.

18 1013. Moreover, much of the damage flowing from Plaintiff’s vehicle cannot be  
19 resolved through the limited remedy of repairs, as those incidental and consequential  
20 damages have already been suffered due to Honda’s improper conduct and its past  
21 and/or continued failure to provide such limited remedy within a reasonable time. Any  
22 limitation on Plaintiff’s remedies would be insufficient to make him whole.

23 1014. As a direct and proximate result of Honda’s breach of its express warranty,  
24 Plaintiff has been damaged in an amount to be determined at trial.

25 **COUNT 56<sup>192</sup>**  
26 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

27 <sup>192</sup> Plaintiff Qureshi does not seek to represent a New York class. Plaintiff Qureshi  
28 intends to maintain his individual claims, though, and has amended the complaint accordingly.

**N.Y. U.C.C. §§ 2-314 and 2-A-212  
(against American Honda Motor Co., Inc. only)**

1015. Plaintiff Qureshi (“Plaintiff,” for purposes of this Count) incorporates by reference each allegation as if fully set forth herein.

1016. Plaintiff Qureshi brings this Count individually.

1017. Honda is and was at all relevant times a “merchant” with respect to the Class Vehicles. *See* N.Y. U.C.C. § 2-104(1).

1018. Pursuant to New York UCC §§ 2-314 and 2-A-212, a warranty that Plaintiff’s vehicle was in merchantable condition was implied by law, and the vehicle was bought and sold subject to an implied warranty of merchantability.

1019. Plaintiff’s vehicle did not comply with the implied warranty of merchantability because, at the time of the sale and at all times thereafter, it was defective and not in merchantable condition, would not pass without objection in the trade, and was not fit for the ordinary purpose for which vehicles are used. Specifically, the vehicle suffers from the Idle Stop Defect which causes the vehicle to, suddenly and without notice, become inoperable and undriveable wherever it rests.

1020. Plaintiff Qureshi notified Honda of the Idle Stop Defect—and Honda’s corresponding breach of warranty—through a notice letter dated September 13, 2022 and sent by United States Certified Mail to Honda through its counsel. Honda was also provided notice of the Idle Stop Defect through numerous complaints filed against it directly and through its dealers, as well as its own internal engineering knowledge.

1021. Plaintiff suffered injuries due to the defective nature of the vehicle and Honda’s breach of the implied warranty of merchantability.

1022. As a direct and proximate result of Honda’s breach of the implied warranty of merchantability, Plaintiff has been damaged in an amount to be determined at trial.

**COUNT 57<sup>193</sup>**  
**FRAUDULENT OMISSION**  
**(against American Honda Motor Co., Inc. only)**

1023. Plaintiff Qureshi (“Plaintiff,” for purposes of this Count) incorporates by reference each allegation as if fully set forth herein.

1024. Plaintiff Qureshi brings this Count individually.

1025. Honda was aware of the Idle Stop Defect when it marketed and sold Plaintiff’s vehicle to Plaintiff.

1026. Having been aware of the Idle Stop Defect and having known that Plaintiff could not have reasonably been expected to know of the Idle Stop Defect, Honda had a duty to disclose these defects to Plaintiff in connection with the sale of the vehicle.

1027. Honda disclosed information concerning the reliability and performance of the vehicle, but Honda did not disclose the Idle Stop Defect to Plaintiff in connection with the sale of the vehicle.

1028. For reasons set forth above, the existence of the Idle Stop Defect concerns material information with respect to the sale of Plaintiff’s vehicle.

1029. In purchasing his vehicle, Plaintiff reasonably relied on Honda to disclose known material defects with respect to the vehicle.

1030. Had Plaintiff known of the Idle Stop Defect, he would not have purchased the vehicle or would have paid less for the vehicles.

1031. Through its omission regarding the Idle Stop Defect, Honda intended to induce—and did induce—Plaintiff to purchase the vehicle that he otherwise would not have purchased or to pay more for the vehicle than he otherwise would have paid.

1032. As a direct and proximate result of Honda’s omission, Plaintiff either paid too much for the vehicle or would not have purchased the vehicle if the Idle Stop Defect had been disclosed. Therefore, Plaintiff has incurred damages in an amount to be

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<sup>193</sup>Plaintiff Qureshi does not seek to represent a New York class. Plaintiff Qureshi intends to maintain his individual claims, though, and has amended the complaint accordingly.

1 determined at trial.

2 **COUNT 58<sup>194</sup>**  
3 **UNJUST ENRICHMENT**  
4 **(against American Honda Motor Co., Inc. only)**

5 1033. Plaintiff Qureshi (“Plaintiff,” for purposes of this Count) incorporates by  
6 reference each allegation as if fully set forth herein.

7 1034. Plaintiff Qureshi brings this Count individually.

8 1035. Honda has benefited from selling and leasing at an unjust profit a defective  
9 vehicle that had an artificially inflated price due to Honda’s concealment of the Idle  
10 Stop Defect, and Plaintiff has overpaid for this vehicle.

11 1036. Honda has received and retained unjust benefits from Plaintiff, and  
12 inequity has resulted.

13 1037. It is inequitable and unconscionable for Honda to retain these benefits.

14 1038. Because Honda concealed its fraud and deception, Plaintiff was not aware  
15 of the true facts concerning the vehicle and did not benefit from Honda’s misconduct.

16 1039. Honda knowingly accepted the benefits of its misconduct.

17 1040. As a result of Honda’s misconduct, the amount of its unjust enrichment  
18 should be disgorged and returned to Plaintiff in an amount to be determined at trial.

19 **M. Claims Brought on Behalf of the Ohio Class**

20 **COUNT 63**  
21 **VIOLATIONS OF THE OHIO CONSUMER SALES PRACTICES ACT**  
22 **Ohio Rev. Code Ann. §§ 1345.01 *et seq.***

23 1041. Plaintiffs Taranto and O’Basuyi (“Plaintiffs,” for purposes of the Ohio  
24 Class’s claims) incorporate by reference each allegation as if fully set forth herein.

25 1042. Plaintiffs bring this Count individually and on behalf of the other members  
26 of the Ohio Class (the “Class,” for purposes of this Count).

27 <sup>194</sup> Plaintiff Qureshi does not seek to represent a New York class. Plaintiff Qureshi  
28 intends to maintain his individual claims, though, and has amended the complaint accordingly.



1 1043. Honda, Plaintiffs, and the other Class members are “persons” within the  
2 meaning of Ohio Rev. Code Ann. § 145.01(B). Honda is a “supplier” as defined by  
3 Ohio Rev. Code Ann. § 1345.01(C).

4 1044. Plaintiffs and the other Class members are “consumers” as that term is  
5 defined in Ohio Rev. Code Ann. § 1345.01(D), and their purchase and lease of the  
6 Class Vehicles are “consumer transactions” within the meaning of Ohio Rev. Code  
7 Ann. § 1345.01(A).

8 1045. Ohio Rev. Code Ann. § 1345.02 prohibits unfair or deceptive acts or  
9 practices in connection with consumer transactions.

10 1046. In the course of Honda’s business, Honda violated the Ohio Consumer  
11 Sales Practices Act (“OCSPA”) by selling Class Vehicles with the Idle Stop Defect and  
12 omitting or suppressing material facts concerning the Idle Stop Defect in the Class  
13 Vehicles.

14 1047. Further, as a result of placing a defective product into the stream of  
15 commerce, Honda has breached its implied warranty in tort, which is an unfair and  
16 deceptive act, as defined in Ohio Rev. Code Ann. § 1345.09(B).

17 1048. Honda has committed unfair and deceptive acts in violation of OCSPA by  
18 knowingly placing into the stream of commerce the Class Vehicles with the Idle Stop  
19 Defect.

20 1049. Moreover, Honda has committed an unfair and deceptive act by  
21 knowingly failing to inform Plaintiffs and the other Class members of the Idle Stop  
22 Defect.

23 1050. The Ohio Attorney General has made available for public inspection prior  
24 state court decisions which have held that the acts and omissions of Honda as detailed  
25 in this Complaint, including but not limited to the failure to honor both its implied and  
26 express warranties and the nondisclosure of a substantial defect, constitute deceptive  
27 sales practices in violation of OCSPA. These cases include but are not limited to the  
28

1 following:

- 2 a. *In re Ganley Pontiac Honda* (OPIF #10001340);
- 3 b. *In re Hatfield Oldsmobile-Honda, Inc.* (OPIF #10001394);
- 4 c. *Gene Norris Enterprises, Inc. v. State ex rel. Montgomery* (OPIF
- 5 #10001855);
- 6 d. *Urso v. Compact Cars, Inc. and Apostolakis Honda* (OPIF
- 7 #10002585); and
- 8 e. *State ex rel. Yost v. American Honda Motor Co.* (OPIF #3542).

9 1051. Honda's unfair or deceptive acts or practices were likely to and did in fact  
10 deceive consumers, including Plaintiffs and the other Class members, about the true  
11 reliability, dependability, efficiency, and quality of the Class Vehicles.

12 1052. Plaintiffs and the other Class members suffered ascertainable loss and  
13 actual damages as a direct result of Honda's failure to disclose material information  
14 (namely, the Idle Stop Defect). Plaintiffs and the other Class members who purchased  
15 or leased the Class Vehicles would not have done so, or would have paid significantly  
16 less, if the true nature of the Class Vehicles had been disclosed. Plaintiffs and the other  
17 Class members also suffered diminished value of their vehicles.

18 1053. Honda is liable to Plaintiffs and the other Class members for  
19 compensatory damages, injunctive/equitable relief, and attorneys' fees pursuant to  
20 Ohio Rev. Code Ann. § 1345.09.

21 **COUNT 64**  
22 **BREACH OF EXPRESS WARRANTY<sup>195</sup>**  
23 **Ohio Rev. Code Ann. §§ 1302.26 and 1310.17**

24 1054. Plaintiffs Taranto and O'Basuyi ("Plaintiffs," for purposes of the Ohio  
25 Class's claims) incorporate by reference each allegation as if fully set forth herein.

26 1055. Plaintiffs bring this Count individually and on behalf of the other members

27 <sup>195</sup> The Court previously dismissed Plaintiffs' Breach of Express Warranty Claims.  
28 (ECF No. 65.) Accordingly, this claim is asserted only for purposes of appeal.

1 of the Ohio Class (the “Class,” for purposes of this Count).

2 1056. Honda is and was at all relevant times a merchant with respect to the Class  
3 Vehicles.

4 1057. In its New Vehicle Limited Warranty, Honda expressly warranted that it  
5 would “repair or replace any part that is defective in material or workmanship under  
6 normal use.”

7 1058. Honda’s Limited Warranty formed the basis of the bargain that was  
8 reached when Plaintiffs and the other Class members purchased or leased their Class  
9 Vehicles equipped with the defective Idle Stop feature.

10 1059. Honda breached the express warranty to repair defects in materials and  
11 workmanship within the Class vehicles.

12 1060. Honda has not repaired and has been unable to repair the Class Vehicles’  
13 materials and workmanship defects.

14 1061. Plaintiffs, individually and on behalf of the other Ohio Class members,  
15 notified Honda of the Idle Stop Defect—and Honda’s corresponding breach of  
16 warranty—through a notice letter dated September 13, 2022 and sent by United States  
17 Certified Mail to Honda through its counsel. Honda was also provided notice of the  
18 Idle Stop Defect through numerous complaints filed against it directly and through its  
19 dealers as well as its own internal engineering knowledge.

20 1062. Furthermore, the limited warranty of repair fails in its essential purpose  
21 because the contractual remedy is insufficient to make Plaintiffs and the other Class  
22 members whole and because Honda has failed and/or refused to adequately provide the  
23 promised remedies within a reasonable time.

24 1063. Accordingly, recovery by Plaintiffs and the other Class members is not  
25 limited to the limited warranty of repair to parts defective in materials and  
26 workmanship, and Plaintiffs, individually and on behalf of the other Class members,  
27 seeks all remedies as allowed by law.  
28

1 1064. Also, as alleged in more detail herein, at the time that Honda warranted  
2 and sold the Class Vehicles, it knew that the Class Vehicles did not conform to the  
3 warranty and were inherently defective, and Honda improperly concealed material  
4 facts regarding its Class Vehicles. Plaintiffs and the other Class members were  
5 therefore induced to purchase or lease the Class Vehicles under false pretenses.

6 1065. Moreover, much of the damage flowing from the Class Vehicles cannot  
7 be resolved through the limited remedy of repairs, as those incidental and consequential  
8 damages have already been suffered due to Honda's improper conduct as alleged herein  
9 and due to its failure and/or continued failure to provide such limited remedy within a  
10 reasonable time, and any limitation on Plaintiffs and other Class members' remedies  
11 would be insufficient to make Plaintiffs and the other Class members whole.

12 1066. As a direct and proximate result of Honda's breach of express warranty,  
13 Plaintiffs and the other Class members have been damaged in an amount to be  
14 determined at trial.

15 **COUNT 65**  
16 **BREACH OF IMPLIED WARRANTY IN TORT**

17 1067. Plaintiffs Taranto and O'Basuyi ("Plaintiffs," for purposes of the Ohio  
18 Class's claims incorporate by reference each allegation as if fully set forth herein.

19 1068. Plaintiffs bring this Count individually and on behalf of the other members  
20 of the Ohio Class (the "Class," for purposes of this Count).

21 1069. Honda manufactured and sold the defective Class Vehicles to Plaintiffs  
22 and the other Class members.

23 1070. The Class Vehicles are defective because they are equipped with the  
24 defective Idle Stop feature that causes the vehicles to, suddenly and without notice,  
25 become inoperable and undriveable wherever they rest.

26 1071. These defects existed at the time the Class Vehicles left Honda's control.

27 1072. Based on these defects, Honda has failed to meet the expectations of a  
28 reasonable consumer. The Class Vehicles have failed in their ordinary, intended use

1 because they suffer from the Idle Stop Defect, causing the vehicles to suddenly become  
2 inoperable and undriveable.

3 1073. The above-described defects in the Class Vehicles were the direct and  
4 proximate cause of economic damages to Plaintiffs and the other Class members.

5 **COUNT 66**  
6 **FRAUDULENT OMISSION**

7 1074. Plaintiffs Taranto and O'Basuyi ("Plaintiffs," for purposes of the Ohio  
8 Class's claims) incorporate by reference each allegation as if fully set forth herein.

9 1075. Plaintiffs bring this Count individually and on behalf of the other members  
10 of the Ohio Class (the "Class," for purposes of this Count).

11 1076. Honda was aware of the Idle Stop Defect when it marketed and sold the  
12 Class Vehicles to Plaintiffs and the other Class members.

13 1077. Having been aware of the Idle Stop Defect and having known that  
14 Plaintiffs and the other Class members could not have reasonably been expected to  
15 know of this defect, Honda had a duty to disclose the Idle Stop Defect to Plaintiffs and  
16 the other Class members in connection with the sale or lease of the Class Vehicles.

17 1078. Honda did not disclose the Idle Stop Defect to Plaintiffs and the other  
18 Class members in connection with the sale or lease of the Class Vehicles.

19 1079. For the reasons set forth above, the Idle Stop Defect comprises material  
20 information with respect to the sale or lease of the Class Vehicles.

21 1080. In purchasing or leasing the Class Vehicles, Plaintiffs and the other Class  
22 members reasonably relied on Honda to disclose known material defects with respect  
23 to the Class Vehicles. Had Plaintiffs and the other Class members known of the Idle  
24 Stop defect, they would not have purchased the Class Vehicles or would have paid less  
25 for the Class Vehicles.

26 1081. Through its omissions regarding the latent Idle Stop Defect, Honda  
27 intended to induce and did induce Plaintiffs and the other Class members to purchase  
28 or lease Class Vehicles that they otherwise would not have purchased or to pay more

1 for Class Vehicles than they otherwise would have paid.

2 1082. As a direct and proximate result of Honda's omissions, Plaintiffs and the  
3 other Class members either paid too much for the Class Vehicles or would not have  
4 purchased the Class Vehicles if the Idle Stop Defect had been disclosed to them and  
5 therefore have incurred damages in an amount to be determined at trial.

6 **COUNT 67**  
7 **UNJUST ENRICHMENT**

8 1083. Plaintiffs Taranto and O'Basuyi ("Plaintiffs," for purposes of the Ohio  
9 Class's claims) incorporate by reference each allegation as if fully set forth herein.

10 1084. Plaintiffs bring this Count individually and on behalf of the other members  
11 of the Ohio Class (the "Class," for purposes of this Count).

12 1085. Honda has benefited from selling and leasing at an unjust profit defective  
13 Class Vehicles that had artificially inflated prices due to Honda's concealment of the  
14 Idle Stop Defect, and Plaintiffs and the other Class members have overpaid for these  
15 vehicles.

16 1086. Honda has received and retained unjust benefits from Plaintiffs and the  
17 other members of the Class, and inequity has resulted.

18 1087. It is inequitable and unconscionable for Honda to retain these benefits.

19 1088. Because Honda concealed its fraud and deception, Plaintiffs and the other  
20 Class members were not aware of the true facts concerning the Class Vehicles and did  
21 not benefit from Honda's misconduct.

22 1089. Honda knowingly accepted the unjust benefits of its misconduct.

23 1090. As a result of Honda's misconduct, the amount of its unjust enrichment  
24 should be disgorged and returned to Plaintiff and the other members of the Class in an  
25 amount to be proven at trial.

26 **N. Claims Brought on behalf of the Pennsylvania Class**

27 **COUNT 68**  
28 **VIOLATIONS OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES**

**AND CONSUMER PROTECTION LAW**  
**73 P.S. §§ 201-1 *et seq.***

1091. Plaintiff Rock (“Plaintiff,” for purposes of the Pennsylvania Class’s claims) incorporates by reference each allegation as if fully set forth herein.

1092. Plaintiff brings this Count individually and on behalf of the other members of the Pennsylvania Class (the “Class,” for purposes of this Count).

1093. Plaintiff and other Class members purchased their Class Vehicles primarily for personal, family or household purposes within the meaning of 73 P.S. § 201-9.2.

1094. All of the acts complained of herein were perpetrated by Honda in the course of trade or commerce within the meaning of 73 P.S. § 201-2(3).

1095. The Pennsylvania Unfair Trade Practices and Consumer Protection Law (“Pennsylvania CPL”) prohibits unfair or deceptive acts or practices, including: (i) “Representing that goods and services have ... characteristics, ... [b]enefits or qualities that they do not have;” (ii) “Representing that goods or services are of a particular standard, quality or grade ... if they are of another;” (iii) “Advertising goods or services with intent not to see them as advertised;” and (iv) “Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or misunderstanding.” 73 P.S. § 201-2(4). Honda engaged in unlawful trade practices, and unfair or deceptive acts or practices that violated Pennsylvania CPL.

1096. Honda knew or should have known that its conduct violated the Pennsylvania CPL.

1097. In the course of its business, Honda omitted material facts concerning the Idle Stop Defect. Honda falsely represented the quality of the Class Vehicles and omitted material facts regarding the Idle Stop feature, as well as the durability and overall value of the Class Vehicles, for the purpose of inducing Plaintiff and other Pennsylvania Class members to purchase the Class Vehicles, and to increase Honda’s revenue and profits.



1 1098. The facts omitted by Honda were material in that a reasonable consumer  
2 would have considered them to be important in deciding whether to purchase or lease  
3 the Class Vehicles or pay a lower price. Had Plaintiff and other Pennsylvania Class  
4 members known of the Idle Stop Defect, they would not have purchased or leased those  
5 vehicles, or would have paid substantially less for the vehicles than they did.

6 1099. Plaintiff and the other Class members were injured and suffered  
7 ascertainable loss, injury in fact, and/or actual damages as a proximate result of  
8 Honda's conduct in that Plaintiff and the other Class members overpaid for their Class  
9 Vehicles and did not get the benefit of their bargain, and their Class Vehicles have  
10 suffered a diminution in value. These injuries are the direct and natural consequence of  
11 Honda's misrepresentations, fraud, deceptive practices, and omissions. Honda's  
12 violations present a continuing risk to Plaintiff as well as to the general public. Honda's  
13 unlawful acts and practices complained of herein affect the public interest.

14 1100. Honda is liable to Plaintiff and Pennsylvania Class members for treble  
15 their actual damages or \$100, whichever is greater, and attorneys' fees and costs. 73  
16 P.S. § 201-9.2(a). Plaintiff and other Class members are also entitled to an award of  
17 punitive damages given that Honda's conduct was malicious, wanton, willful,  
18 oppressive, or exhibited a reckless indifference to the rights of others

19 **COUNT 69**  
20 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**  
21 **13 PA. Cons. Stat. Ann. § 2314**

22 1101. Plaintiff Rock ("Plaintiff," for purposes of the Pennsylvania Class's  
23 clams) incorporates by reference each allegation as if fully set forth herein.

24 1102. Plaintiff brings this Count individually and on behalf of the other members  
25 of the Pennsylvania Class (the "Class," for purposes of this Count).

26 1103. Honda are merchants with respect to motor vehicles under 13 Pa. Cons.  
27 Stat. Ann. § 2314.

28 1104. Under 13 Pa. Cons. Stat. Ann. § 2314, a warranty that the Class Vehicles

1 were in merchantable condition was implied by law in the transactions when Plaintiff  
2 and the other Class members purchased or leased their Class Vehicles from Honda.

3 1105. The Class Vehicles, when sold and at all times thereafter, were not  
4 merchantable and are not fit for the ordinary purpose for which cars are used.

5 1106. Honda marketed the Class Vehicles as safe, reliable, and high quality  
6 automobiles that would function as reasonably expected by consumers and in  
7 accordance with industry standards. Such representations formed the basis of the  
8 bargain in Plaintiff's and Pennsylvania Class members' decisions to purchase or lease  
9 the Class Vehicles.

10 1107. Plaintiff and other Pennsylvania Class members purchased the Class  
11 Vehicles from Honda, or through Honda's authorized agents for retail sales. At all  
12 relevant times, Honda was the manufacturer, distributor, warrantor, lessor and/or seller  
13 of the Class Vehicles.

14 1108. Honda knew or had reason to know of the specific use for which the Class  
15 Vehicles were purchased.

16 1109. Because of the Idle Stop Defect, the Class Vehicles were not in  
17 merchantable condition when sold and are not fit for the ordinary purpose of providing  
18 safe and reliable transportation.

19 1110. Honda knew about the defect in the Class Vehicles, allowing Honda to  
20 cure their breach of warranty if it chose to do so.

21 1111. Honda's attempt to disclaim or limit the implied warranty of  
22 merchantability vis-à-vis consumers is unconscionable and unenforceable here.  
23 Specifically, Honda's warranty limitations are unenforceable because they knowingly  
24 sold a defective product without informing consumers about the defect. The time limits  
25 contained in Honda's warranty periods were also unconscionable and inadequate to  
26 protect Plaintiff and other Pennsylvania Class members. Among other things, Plaintiff  
27 and other Pennsylvania Class members had no meaningful choice in determining these  
28

1 time limitations, the terms of which unreasonably favored Honda. A gross disparity in  
2 bargaining power existed between Honda and Pennsylvania Class members, and Honda  
3 knew of the defect at the time of sale.

4 1112. Plaintiffs and Pennsylvania Class members have complied with all  
5 obligations under the warranty, or otherwise have been excused from performance of  
6 said obligations as a result of Honda's conduct described herein. Affording Honda a  
7 reasonable opportunity to cure the breach of written warranties therefore would be  
8 unnecessary and futile.

9 1113. Honda was provided notice of these issues by numerous complaints filed  
10 against it, internal investigations, postings on websites, and other sources.

11 1114. As a direct and proximate result of Honda's breach of the implied  
12 warranty of merchantability, Plaintiff and the Class have been damaged in an amount  
13 to be proven at trial.

14 **COUNT 70**  
15 **FRAUDULENT OMISSION**

16 1115. Plaintiff Rock ("Plaintiff," for purposes of the Pennsylvania Class's  
17 claims) incorporates by reference each allegation as if fully set forth herein.

18 1116. Plaintiff brings this Count individually and on behalf of the other members  
19 of the Pennsylvania Class (the "Class," for purposes of this Count).

20 1117. Honda was aware of the Idle Stop Defect when it marketed and sold the  
21 Class Vehicles to Plaintiff and the other Class members.

22 1118. Having been aware of the Idle Stop Defect in the Class Vehicles and  
23 having known that Plaintiff and the other members of the Class could not have  
24 reasonably been expected to know of the Idle Stop Defect, Honda had a duty to disclose  
25 the defect to Plaintiff and the other members of the Class in connection with the sale  
26 or lease of the Class Vehicles.

27 1119. Honda did not disclose the Idle Stop Defect in the Class Vehicles to  
28 Plaintiff and the other members of the Class in connection with the sale or lease of the

1 Class Vehicles.

2 1120. For the reasons set forth above, the Idle Stop Defect comprises material  
3 information with respect to the sale or lease of the Class Vehicles.

4 1121. In purchasing or leasing the Class Vehicles, Plaintiff and the other Class  
5 members reasonably relied on Honda to disclose known material defects with respect  
6 to the Class Vehicles. Had Plaintiff and the other Class members known of the Idle  
7 Stop Defect, they would not have purchased the Class Vehicles or would have paid less  
8 for the Class Vehicles.

9 1122. Through its omissions regarding the latent Idle Stop Defect, Honda  
10 intended to induce and did induce Plaintiff and the other Class members to purchase or  
11 lease Class Vehicles that they otherwise would not have purchased or to pay more for  
12 Class Vehicles than they otherwise would have paid.

13 1123. As a direct and proximate result of Honda's omissions, Plaintiff and the  
14 other members of the Class either overpaid for the Class Vehicles or would not have  
15 purchased the Class Vehicles at all if the Idle Stop Defect had been disclosed to them  
16 and therefore have incurred damages in an amount to be determined at trial.

17 **COUNT 71**  
18 **UNJUST ENRICHMENT<sup>196</sup>**

19 1124. Plaintiff Rock ("Plaintiff," for purposes of the Pennsylvania Class's  
20 clams) incorporates by reference each allegation as if fully set forth herein.

21 1125. Plaintiff brings this Count individually and on behalf of the other members  
22 of the Pennsylvania Class (the "Class," for purposes of this Count).

23 1126. Honda has benefited from selling and leasing at an unjust profit defective  
24 Class Vehicles that had artificially inflated prices due to Honda's concealment of the  
25 Idle Stop Defect, and Plaintiff and the other Class members have overpaid for these  
26 vehicles.

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27 <sup>196</sup> The Court previously dismissed Plaintiff's Unjust Enrichment Claim (ECF No.  
28 221). Accordingly, Plaintiff's Unjust Enrichment claim is included in this Fifth  
Amended Complaint only for preservation purposes.

1 1127. Honda has received and retained unjust benefits from Plaintiff and the  
2 other Class members, and inequity has resulted.

3 1128. It is inequitable and unconscionable for Honda to retain these benefits.

4 1129. Because Honda concealed its fraud and deception, Plaintiff and the other  
5 Class members were not aware of the true facts concerning the Class Vehicles and did  
6 not benefit from Honda's misconduct.

7 1130. Honda knowingly accepted the unjust benefits of its misconduct.

8 1131. As a result of Honda's misconduct, the amount of its unjust enrichment  
9 should be disgorged and returned to Plaintiff and the other members of the Class in an  
10 amount to be proven at trial.

11 **O. Claims Brought on Behalf of Latasha Ransome**

12 **COUNT 72<sup>197</sup>**

13 **VIOLATIONS OF THE RHODE ISLAND UNFAIR TRADE PRACTICE AND**  
14 **CONSUMER PROTECTION ACT**

15 **R.I. Gen. L. § 6-13.1-1 *et seq.***

16 **(against American Honda Motor Co., Inc. only)**

17 1132. Plaintiff Ransome ("Plaintiff") incorporates by reference each allegation  
18 as if fully set forth herein.

19 1133. Plaintiff brings this Count individually.

20 1134. The Rhode Island Unfair Trade Practice and Consumer Protection Act  
21 ("Rhode Island Act") prohibits "unfair or deceptive acts or practices" in the conduct of  
22 any trade or commerce, including "[e]ngaging in any act or practice that is unfair or  
23 deceptive to the consumer" and "[u]sing any other methods, acts or practices that  
24 mislead or deceive members of the public in a material respect." R.I. Gen. L. § 6-13.1-  
1(6).

25 1135. Plaintiff is a "person" within the meaning of R.I. Gen. L. § 6-13.1-1(3).

26 1136. Honda was engaged in "trade" and "commerce" within the meaning of

27 <sup>197</sup> Pursuant to Doc. 206, Plaintiff Ransome does not seek to represent the Rhode Island  
28 class. Plaintiff Ransome intends to maintain her individual claims, though, and has  
amended the complaint accordingly.

1 R.I. Gen. L. § 6-13.1-1(5).

2 1137. Plaintiff purchased her vehicle primarily for personal, family, and  
3 household purposes within the meaning of R.I. Gen. L. § 6-13.1-5.2(a).

4 1138. By the conduct described in detail above and incorporated herein, Honda  
5 engaged in unfair or deceptive acts in violation of the Rhode Island Act.

6 1139. Honda's omissions regarding the Idle Stop Defect described above  
7 concern material facts that a reasonable person would have considered in deciding  
8 whether or not to purchase (or pay the same price for) a vehicle.

9 1140. Honda's omissions regarding the Idle Stop Defect were likely to mislead  
10 consumers acting reasonably under the same circumstances as Plaintiff.

11 1141. Plaintiff justifiably acted or relied to their detriment upon Honda's  
12 omissions of fact concerning the above-described Idle Stop Defect as evidenced by  
13 Plaintiff's purchases of her vehicle.

14 1142. Had Honda disclosed all material information regarding the Idle Stop  
15 Defect to Plaintiff, Plaintiff would not have purchased her vehicle or would have paid  
16 less to do so.

17 1143. Honda's omissions deceived Plaintiff, and those same business practices  
18 have deceived or are likely to deceive members of the consuming public.

19 1144. In addition to being deceptive, Honda's business practices were unfair  
20 because Honda knowingly sold Plaintiff a vehicle with defective engines that are  
21 essentially unusable for the purposes for which they were sold. The injuries to Plaintiff  
22 are substantial and greatly outweigh any alleged countervailing benefit to Plaintiff and  
23 or to competition under all of the circumstances. Moreover, in light of Honda's  
24 exclusive knowledge of the Idle Stop Defect, the injury is not one that Plaintiff could  
25 have reasonably avoided.

26 1145. As a direct and proximate result of Honda's unfair and deceptive trade  
27 practices, Plaintiff suffered ascertainable loss and actual damages. Plaintiff would not  
28

1 have purchased her vehicles or alternatively would have paid less for it had the truth  
2 about the Idle Stop Defect been disclosed. Plaintiff also suffered diminished value of  
3 her vehicle. Plaintiff is entitled to recover the greater of actual damages or \$200  
4 pursuant to R.I. Gen. L. § 6-13.1-5.2(a), attorneys' fees and costs, and all other relief  
5 allowed under the Rhode Island Act.

6 **COUNT 73<sup>198</sup>**  
7 **BREACH OF EXPRESS WARRANTY<sup>199</sup>**  
8 **R.I. Gen. L. § 6A-2-313**  
9 **(against American Honda Motor Co., Inc. only)**

10 1146. Plaintiff Ransome ("Plaintiff") incorporates by reference each allegation  
11 as if fully set forth herein.

12 1147. Plaintiff brings this Count individually.

13 1148. Honda is and was at all relevant times a merchant with respect to  
14 Plaintiff's vehicle.

15 1149. In its New Vehicle Limited Warranty, Honda expressly warranted that it  
16 would "repair or replace any part that is defective in material or workmanship under  
17 normal use."

18 1150. Honda's Limited Warranty formed the basis of the bargain that was  
19 reached when Plaintiff purchased her vehicle equipped with the defective Idle Stop  
20 feature.

21 1151. Honda breached the express warranty to repair defects in materials and  
22 workmanship within the vehicle.

23 1152. Honda has not repaired and has been unable to repair the vehicle's  
24 materials and workmanship defects.

25 1153. Plaintiff notified Honda of the Idle Stop Defect—and Honda's

26 <sup>198</sup> Pursuant to Doc. 206, Plaintiff Ransome does not seek to represent the Rhode Island  
27 class. Plaintiff Ransome intends to maintain her individual claims, though, and has  
28 amended the complaint accordingly.

<sup>199</sup> The Court previously dismissed Plaintiffs' Breach of Express Warranty Claims.  
(ECF No. 65.) Accordingly, this claim is asserted only for purposes of appeal.



1 corresponding breach of warranty—through a notice letter dated September 13, 2022  
2 and sent by United States Certified Mail to Honda through its counsel. Honda was also  
3 provided notice of the Idle Stop Defect through numerous complaints filed against it  
4 directly and through its dealers, as well as its own internal engineering knowledge.

5 1154. Furthermore, the limited warranty of repair fails in its essential purpose  
6 because the contractual remedy is insufficient to make Plaintiff whole and because  
7 Honda has failed and/or refused to adequately provide the promised remedies within a  
8 reasonable time.

9 1155. Accordingly, recovery by Plaintiff is not limited to the limited warranty  
10 of repair to parts defective in materials and workmanship, and Plaintiff seeks all  
11 remedies as allowed by law.

12 1156. Also, as alleged in more detail herein, at the time that Honda warranted  
13 and sold Plaintiff's vehicle, it knew that the vehicle did not conform to the warranty  
14 and was inherently defective, and Honda improperly concealed material facts regarding  
15 the vehicle. Plaintiff was therefore induced to purchase her vehicle under false  
16 pretenses.

17 1157. Moreover, much of the damage flowing from the vehicle cannot be  
18 resolved through the limited remedy of repairs, as those incidental and consequential  
19 damages have already been suffered due to Honda's improper conduct as alleged herein  
20 and due to its failure and/or continued failure to provide such limited remedy within a  
21 reasonable time, and any limitation on Plaintiff's remedies would be insufficient to  
22 make Plaintiff whole.

23 1158. As a direct and proximate result of Honda's breach of express warranty,  
24 Plaintiff has been damaged in an amount to be determined at trial.

25 **COUNT 74<sup>200</sup>**

26 **BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY**

27 <sup>200</sup> Pursuant to Doc. 206, Plaintiff Ransome does not seek to represent the Rhode Island  
28 class. Plaintiff Ransome intends to maintain her individual claims, though, and has  
amended the complaint accordingly.

**R.I. Gen. L. § 6A-2-314**  
**(against American Honda Motor Co., Inc. only)**

1159. Plaintiff Ransome (“Plaintiff”) incorporates by reference each allegation as if fully set forth herein.

1160. Plaintiff brings this Count individually.

1161. Honda is a merchant with respect to the Class Vehicles, as that term is used in RI Gen. L. § 6A-2-104(1).

1162. Plaintiff’s vehicle is a good as that term is used in RI Gen. L. § 6A-2-105(1).

1163. Plaintiff is a buyer as that term is used in RI Gen. L. § 6A-2-103(a)(1), and Honda is a seller as that term is used in RI Gen. L. § 6A-2-103(a)(4).

1164. Plaintiff purchased her vehicle from Honda and an implied warranty that the goods were merchantable arose by operation of law as part of the sale.

1165. There is privity because Plaintiff’s dealerships was an agent of Honda. Namely, upon information and belief, Honda controlled the marketing and sale of the vehicle, Honda set the MSRP and controlled any dealership incentives which may have been available, the dealership executed the purchase agreement on behalf of Honda, that the dealership acted as Honda’s agent in connection with the sale, and the dealership bound Honda to contractual obligations with the sale of the vehicle.

1166. Honda breached the implied warranty of merchantability in that the good was not in a merchantable condition when sold or any time thereafter and was not fit for the ordinary purposes for which such goods were used, as further alleged herein.

1167. Honda has actual knowledge of the Idle Stop Defect as alleged herein, satisfying any notice requirement. Moreover, due to Honda’s failure to remedy the Idle Stop Defect, any notice requirement is futile.

1168. The New Vehicle Limited Warranty fails in its essential purpose because the contractual remedy of repair/replacement is insufficient to make Plaintiff whole and because Honda has failed and/or has refused to adequately provide the promised

1 remedies within a reasonable time. Accordingly, the implied warranty of  
2 merchantability is not limited to the Limited Warranty period.

3 1169. As a direct and proximate result of the Idle Stop Defect, Plaintiff has not  
4 appreciated the benefit of her bargain and has suffered actual damages, as well as  
5 incidental and consequential damages, in an amount to be determined at trial

6 **COUNT 75<sup>201</sup>**  
7 **FRAUDULENT OMISSION**  
8 **(against American Honda Motor Co., Inc. only)**

9 1170. Plaintiff Ransome (“Plaintiff”) incorporates by reference each allegation  
10 as if fully set forth herein.

11 1171. Plaintiff brings this Count individually.

12 1172. Honda was aware of the Idle Stop Defect when it marketed and sold the  
13 vehicle to Plaintiff.

14 1173. Having been aware of the Idle Stop Defect in Plaintiff’s vehicle and  
15 having known that Plaintiff could not have reasonably been expected to know of the  
16 Idle Stop Defect, Honda had a duty to disclose the defect to Plaintiff in connection with  
17 the sale of her vehicle.

18 1174. Honda did not disclose the Idle Stop Defect in the vehicle to Plaintiff in  
19 connection with the sale of her vehicle.

20 1175. For the reasons set forth above, the Idle Stop Defect comprises material  
21 information with respect to the sale of Plaintiff’s vehicle.

22 1176. In purchasing the vehicle, Plaintiff reasonably relied on Honda to disclose  
23 known material defects with respect to the vehicle. Had Plaintiff known of the Idle Stop  
24 Defect, she would not have purchased the vehicle or would have paid less for it.

25 1177. Through its omissions regarding the latent Idle Stop Defect, Honda  
26 intended to induce and did induce Plaintiff to purchase her vehicle that she otherwise

27 <sup>201</sup> Pursuant to Doc. 206, Plaintiff Ransome does not seek to represent the Rhode Island  
28 class. Plaintiff Ransome intends to maintain her individual claims, though, and has  
amended the complaint accordingly.

1 would not have purchased or to pay more for the vehicle than she otherwise would have  
2 paid.

3 1178. As a direct and proximate result of Honda's omissions, Plaintiff either  
4 overpaid for her vehicle or would not have purchased the vehicle at all if the Idle Stop  
5 Defect had been disclosed to her and therefore have incurred damages in an amount to  
6 be determined at trial.

7 **P. Claims Brought on Behalf of the Texas Class**

8 **COUNT 77**  
9 **VIOLATION OF THE TEXAS DECEPTIVE TRADE PRACTICES-**  
10 **CONSUMER PROTECTION ACT**  
11 **Tex. Bus. & Com. Code §§ 17.41 *et seq.***

12 1179. Plaintiffs Johnson and Durrani ("Plaintiffs," for purposes of the Texas  
13 Class's claims) incorporate by reference each allegation as if fully set forth herein.

14 1180. Plaintiffs bring this count individually and on behalf of the other members  
15 of the Texas Class (the "Class," for purposes of this Count).

16 1181. The Texas Deceptive Trade Practices-Consumer Protection Act ("Texas  
17 Act") prohibits "[f]alse, misleading, or deceptive acts or practices in the conduct of any  
18 trade or commerce" Tex. Bus. & Com. Code § 17.46(a) and an "unconscionable action  
19 or course of action," which means "an act or practice which, to a consumer's detriment,  
20 takes advantage of the lack of knowledge, ability, experience, or capacity of the  
21 consumer to a grossly unfair degree," Tex. Bus. & Com. Code Ann. § 17.45(5); Tex.  
22 Bus. & Com. Code Ann. § 17.50(a)(3).

23 1182. Honda was engaged in "commerce" within the meaning of the Tex. Bus.  
24 & Com. Code § 17.45(6).

25 1183. Plaintiffs and members of the Class are "consumers" within the meaning  
26 of the Texas Act. See Tex. Bus. & Com. Code § 17.45(4).

27 1184. Honda is a "person" within the meaning of the Texas Act. See Tex. Bus.  
28 & Com. Code § 17.45(3).

1 1185. The Class Vehicles are “goods” within the meaning of the Texas Act. See  
2 Tex. Bus. & Com. Code § 17.45(1).

3 1186. Honda violated Tex. Bus. & Com. Code § 17.46(a) and 17.46(b)(5) by  
4 representing that Class Vehicles have characteristics, uses, benefits and/or qualities that  
5 they do not possess.

6 1187. Honda violated Tex. Bus. & Com. Code § 17.46(a) and 17.46(b)(7) by  
7 representing that Class Vehicles are of a particular standard, quality or grade, when  
8 they are not.

9 1188. Honda violated Tex. Bus. & Com. Code § 17.46(a) and 17.46(b)(9) by  
10 advertising Class Vehicles without intent to sell or lease as advertised.

11 1189. Honda violated Tex. Bus. & Com. Code § 17.46(a) and 17.46(b)(11) by  
12 selling Class Vehicles knowing that a service, replacement or repair was needed and  
13 failing to disclose that fact.

14 1190. Honda violated Tex. Bus. & Com. Code § 17.46(a) and 17.46(b)(24) by  
15 failing to disclose the existence of the Idle Stop Defect with the intent to deceive  
16 Plaintiffs and members of the Class and to induce them into purchasing the Class  
17 Vehicles.

18 1191. By the conduct described in detail above and incorporated herein, Honda  
19 also engaged in unfair or deceptive acts in violation of in violation of Tex. Bus. & Com.  
20 Code § 17.46(a) and (b).

21 1192. Honda’s misrepresentations and/or omissions regarding the Idle Stop  
22 Defect described above concern material facts that a reasonable person would have  
23 considered in deciding whether or not to purchase (or pay the same price for) a Class  
24 Vehicle.

25 1193. Honda intended for Plaintiffs and the other Class members to rely on  
26 Honda’s omissions of fact regarding the Idle Stop Defect.

27 1194. Honda’s misrepresentations and/or omissions regarding the Idle Stop  
28

1 Defect were likely to mislead consumers acting reasonably under the same  
2 circumstances as Plaintiffs and the other Class members.

3 1195. Plaintiffs and the other Class members justifiably acted or relied to their  
4 detriment upon Honda's omissions of fact concerning the above-described Idle Stop  
5 Defect as evidenced by Plaintiffs and the other Class members' purchases of their  
6 vehicles.

7 1196. Had Honda disclosed all material information regarding the Idle Stop  
8 Defect to Plaintiffs and the other Class members, Plaintiffs and the other Class  
9 members would not have purchased or leased Class Vehicles or would have paid less  
10 to do so.

11 1197. Honda's omissions deceived Plaintiffs, and those same business practices  
12 have deceived or are likely to deceive members of the consuming public and other  
13 members of the Class.

14 1198. In addition to being deceptive, Honda's business practices were unfair  
15 because Honda knowingly sold Plaintiffs and the other Class members Class Vehicles  
16 with defective engines that are essentially unusable for the purposes for which they  
17 were sold. The injuries to Plaintiffs and the other Class members are substantial and  
18 greatly outweigh any alleged countervailing benefit to Plaintiffs and the other Class  
19 members or to competition under all of the circumstances. Moreover, in light of  
20 Honda's exclusive knowledge of the Idle Stop Defect, the injury is not one that  
21 Plaintiffs or the other Class members could have reasonably avoided.

22 1199. Honda owed a duty to disclose the Idle Stop Defect and its corresponding  
23 safety risk to Plaintiffs and members of the Texas Class because it possessed superior  
24 and exclusive knowledge regarding the defect and the risks associated with the Idle  
25 Stop feature's failure. Rather than disclose the defect, Honda engaged in deceptive  
26 trade practices in order to sell additional Class Vehicles and wrongfully transfer the  
27 cost of repair or replacement of the Idle Stop system to Plaintiffs and members of the  
28

1 Class.

2 1200. Plaintiffs, individually and on behalf of the other Texas Class members,  
3 notified Honda of the Idle Stop Defect—and Honda’s corresponding violation of the  
4 Texas Act—through a notice letter dated April 11, 2023. Honda was also provided  
5 notice of the Idle Stop Defect through numerous complaints filed against it directly and  
6 through its dealers as well as its own internal engineering knowledge.

7 1201. As a direct and proximate result of Honda’s unfair and deceptive trade  
8 practices, Plaintiffs and the other Class members have suffered ascertainable loss and  
9 actual damages. Plaintiffs and the other Class members who purchased or leased the  
10 Class Vehicles would not have purchased or leased the Class Vehicles or alternatively  
11 would have paid less for them had the truth about the Idle Stop Defect been disclosed.  
12 Plaintiffs and the other Class members also suffered diminished value of their vehicles.

13 **COUNT 78**  
14 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**  
15 **Tex. Bus. & Com. Code Ann. §§ 2.101 *et seq.***

16 1202. Plaintiffs Johnson and Durrani (“Plaintiffs,” for purposes of the Texas  
17 Class’s claims) incorporate by reference each allegation as if fully set forth herein.

18 1203. Plaintiffs bring this count individually and on behalf of the other members  
19 of the Texas Class (the “Class,” for purposes of this Count).

20 1204. Honda is and was at all relevant time a “seller” of motor vehicles under  
21 Tex. Bus. & Com. Code § 2.103(a)(4), and a “merchant” with respect to motor vehicles  
22 within the meaning of §§ 2.104(1) and 2A.103(a)(20).

23 1205. With respect to leases, Honda is and was at all relevant times “lessors” of  
24 motor vehicles under Tex. Bus. & Com. Code § 2A.103(a)(16).

25 1206. Plaintiffs and the members of the Class are and were at all relevant times  
26 “buyers” with respect to the Class Vehicles under Tex. Bus. & Com. Code § 2.313(a).

27 1207. The Class Vehicles are and were at all relevant times “goods” within the  
28 meaning of Tex. Bus. & Com. Code §§ 2.105(a) and 2A.103(a)(8).



1 1208. A warranty that the Class Vehicles were in merchantable condition and fit  
2 for the ordinary purpose for which such goods are used is implied by law pursuant to  
3 Tex. Bus. & Com. Code §§ 2.314, 2.315 and 2A.212.

4 1209. Plaintiffs purchased their Class Vehicles from Honda and an implied  
5 warranty that the goods were merchantable arose by operation of law as part of the sale.

6 1210. There is privity because Plaintiffs and the other Class members'  
7 dealerships were agents of Honda. Namely, upon information and belief, Honda  
8 controlled the marketing and sale of the Class Vehicles, Honda set the MSRP and  
9 controlled any dealership incentives which may have been available.

10 1211. Honda breached the implied warranty of merchantability in that the goods  
11 were not in a merchantable condition when sold or any time thereafter and were not fit  
12 for the ordinary purposes for which such goods were used, as further alleged herein.

13 1212. Honda has actual knowledge of the Idle Stop Defect as alleged herein,  
14 satisfying any notice requirement. Moreover, due to Honda's failure to remedy the Idle  
15 Stop Defect, any notice requirement is futile. Nonetheless, Plaintiffs on behalf of the  
16 Texas Class, provided Honda with notice of its breaches of implied warranties by letter  
17 dated April 11, 2023.

18 1213. The New Vehicle Limited Warranty fails in its essential purpose because  
19 the contractual remedy of repair/replacement is insufficient to make Plaintiffs and the  
20 other Class members whole and because Honda has failed and/or has refused to  
21 adequately provide the promised remedies within a reasonable time. Accordingly, the  
22 implied warranty of merchantability is not limited to the Limited Warranty period.

23 1214. Any attempt by Honda to disclaim or limit the implied warranty of  
24 merchantability vis-à-vis consumers is unconscionable and unenforceable here.  
25 Specifically, Honda's warranty limitation is unenforceable because they knowingly  
26 sold or leased a defective product without informing consumers about the Defect. The  
27 limits contained in Honda's warranty periods were also unconscionable and inadequate  
28

1 to protect Plaintiffs and members of the Class. Among other things, Plaintiffs and  
2 members of the Class did not determine these limitations, the terms of which  
3 unreasonably favored Honda. A gross disparity in bargaining power existed between  
4 Honda and members of the Class, and Honda knew or should have known that the Class  
5 Vehicles were defective at the time of sale or lease and that the Defect posed a safety  
6 hazard.

7 1215. As a direct and proximate result of the Idle Stop Defect, Plaintiffs did not  
8 receive the benefit of their bargain and have suffered actual damages, as well as  
9 incidental and consequential damages, in an amount to be determined at trial.

10 **COUNT 79**  
11 **FRAUDULENT OMISSION**

12 1216. Plaintiffs Johnson and Durrani (“Plaintiffs,” for purposes of the Texas  
13 Class’s claims) incorporate by reference each allegation as if fully set forth herein.

14 1217. Plaintiffs bring this count individually and on behalf of the other members  
15 of the Texas Class (the “Class,” for purposes of this Count).

16 1218. Honda was aware of the Idle Stop Defect when it marketed and sold the  
17 Class Vehicles to Plaintiffs and the other Class members.

18 1219. Having been aware of the Idle Stop Defect and having known that  
19 Plaintiffs and the other Class members could not have reasonably been expected to  
20 know of this defect, Honda had a duty to disclose the Idle Stop Defect to Plaintiffs and  
21 the other Class members in connection with the sale or lease of the Class Vehicles.

22 1220. Further, Honda had a duty to disclose the Idle Stop Defect because  
23 disclosure of the Idle Stop Defect was necessary to dispel misleading impressions about  
24 the Class Vehicles’ safety that were or might have been created by partial  
25 representation of the facts. Specifically, Honda promoted, through its advertisements  
26 available to all Class members, that the vehicles were safe. Honda also disclosed  
27 information concerning the Class Vehicles in window stickers associated with the Class  
28 Vehicles, without disclosing that these vehicles contained the Idle Stop Defect.

1 1221. Honda did not disclose the Idle Stop Defect to Plaintiffs and the other  
2 Class members in connection with the sale or lease of the Class Vehicles.

3 1222. For the reasons set forth above, the Idle Stop Defect comprises material  
4 information with respect to the sale or lease of the Class Vehicles.

5 1223. In purchasing or leasing the Class Vehicles, Plaintiffs and the other Class  
6 members reasonably relied on Honda to disclose known material defects with respect  
7 to the Class Vehicles.

8 1224. Had Plaintiffs and the other Class members known of the Idle Stop Defect  
9 within the Class Vehicles, they would have not purchased the Class Vehicles or would  
10 have paid less for the Class Vehicles.

11 1225. Honda's deceptive omissions constitute an independent tort, separate of  
12 the breach of warranties alleged herein.

13 1226. Through its omissions regarding the Idle Stop Defect, Honda intended to  
14 induce—and did induce—Plaintiffs and the other Class members to purchase or lease  
15 a Class Vehicle that they otherwise would not have purchased or leased and/or to pay  
16 more for a Class Vehicle than they otherwise would have paid.

17 1227. As a direct and proximate result of Honda's omissions, Plaintiffs and the  
18 other Class members either overpaid for the Class Vehicles or would not have  
19 purchased the Class Vehicles if the Idle Stop Defect had been disclosed to them.  
20 Therefore, Plaintiffs and the other Class members have incurred damages in an amount  
21 to be determined at trial.

22 **COUNT 80**  
23 **UNJUST ENRICHMENT<sup>202</sup>**

24 1228. Plaintiff Durrani ("Plaintiff," for purposes of the Texas Class's claims)  
25 incorporate by reference each allegation as if fully set forth herein.

26 1229. Plaintiff brings this count individually and on behalf of all members of the

27 <sup>202</sup> The Court previously dismissed Plaintiff's Unjust Enrichment Claim (ECF No.  
28 221). Accordingly, Plaintiff's Unjust Enrichment claim is included in this Fifth  
Amended Complaint only for preservation purposes.

1 Texas Class (the “Class,” for purposes of this Count).

2 1230. Honda has benefitted from selling and leasing at an unjust profit defective  
3 Class Vehicles that had artificially inflated prices due to Honda’s concealment of the  
4 Idle Stop Defect, and Plaintiff and the other Class members have overpaid for these  
5 vehicles.

6 1231. Honda has received and retained unjust benefits from Plaintiff and other  
7 Class members, and inequity has resulted.

8 1232. It is inequitable and unconscionable for Honda to retain these benefits.

9 1233. Because Honda concealed its fraud and deception, Plaintiff and other  
10 Class members were not aware of the true facts concerning the Class Vehicles and did  
11 not benefit from Honda’s misconduct.

12 1234. Honda knowingly accepted the unjust benefits of its wrongful conduct.

13 1235. As a result of Honda’s misconduct, the amount of its unjust enrichment  
14 should be disgorged and returned to Plaintiff and the other Class members in an amount  
15 to be proven at trial.

16 **Q. Claims Brought on Behalf of the Virginia Class**

17 **COUNT 81**  
18 **VIOLATIONS OF THE VIRGINIA CONSUMER PROTECTION ACT,**  
19 **Va. Code Ann. §§ 59.1-196 *et seq.***

20 1236. Plaintiffs Thomas and Howell (“Plaintiffs,” for purposes of the Virginia  
21 Class’s claims) incorporate by reference each allegation as if fully set forth herein.

22 1237. Plaintiffs bring this count individually and on behalf of all members of the  
23 Virginia Class (the “Class,” for purposes of this Count) pursuant to Virginia’s  
24 Consumer Protection Act, § 59.1-196 *et seq.*, which prohibits deceptive acts or  
25 practices in the conduct of any business, trade or commerce in Virginia.

26 1238. Honda, Plaintiffs, and the Class members are “persons” within the  
27 meaning of VA. Code § 59.1-198.

28 1239. Honda is a “supplier” as defined by VA. Code. Ann. § 59.1-198.

1           1240. The transaction between Plaintiffs and the other Class members on the one  
2 hand and Honda on the other, leading to the purchase or lease of the Class Vehicles by  
3 Plaintiffs and other Class members, are “consumer transactions” as defined by Va.  
4 Code Ann. § 59.1-1.98, because the Class Vehicles were purchased or leased primarily  
5 for personal, family or household purposes.

6           1241. The Virginia Consumer Protection Act (“Virginia CPA”) prohibits the  
7 following fraudulent acts or practices committed by a supplier with a consumer  
8 transaction: “(5) misrepresenting that goods or services have certain quantities,  
9 characteristics, ingredients, uses, or benefits; (6) misrepresenting that goods or services  
10 are of a particular standard, quality, grade, style, or model; ... (8) advertising goods or  
11 services with intent not to sell them as advertised; ... [and] (14) using any other  
12 deception, fraud, false pretense, false promise, or misrepresentation in connection with  
13 a consumer transaction[.]” Va. Code Ann. § 59.1-200(A).

14           1242. Honda’s conduct violates the Virginia CPA because Honda engaged in the  
15 deceptive acts and practices described above.

16           1243. Honda’s deceptive conduct and its false and misleading statements about  
17 Class Vehicle safety and reliability and omissions regarding the Idle Stop feature, are  
18 facts that a reasonable person would have considered material in deciding whether or  
19 not to purchase or lease (or how much they were willing to pay to purchase or lease)  
20 the Class Vehicles.

21           1244. Honda’s acts and practices described above were likely to mislead a  
22 reasonable consumer acting reasonably under the circumstances, including Plaintiffs  
23 and members of the Class.

24           1245. Plaintiffs and the other Class members justifiably acted or relied to their  
25 detriment upon Honda’s misrepresentations and omissions of fact, as evidenced by  
26 Plaintiffs and the other Class members’ leasing and purchasing of Class Vehicles.

27           1246. Honda’s materially misleading statements and deceptive acts and  
28

1 practices were directed at the public at large, including Plaintiff and members of the  
2 Class.

3 1247. Had Honda disclosed all material information regarding the Idle Stop  
4 Defect to Plaintiff and the other Class members, Plaintiffs and the other Class members  
5 would not have purchased or leased Class Vehicles or would have paid less to do so.

6 1248. Honda's deceptive acts and practices, and/or misrepresentations and  
7 omissions, have deceived Plaintiffs, and those same business practices have deceived  
8 or are likely to deceive members of the consuming public and the other members of the  
9 Class.

10 1249. As a direct and proximate result of Honda's deceptive trade practices,  
11 Plaintiffs and the other Class members have suffered ascertainable loss and actual  
12 damages. Plaintiffs and the other Class members would not have purchased or leased  
13 the Class Vehicles or would have paid less for them had Honda disclosed the truth  
14 about the Idle Stop Defect. Plaintiffs and the other Class members also suffered  
15 diminished value of their vehicles.

16 1250. Honda's violation of the Virginia CPA was willful and knowing. Honda  
17 knowingly and willfully marketed the Class Vehicles as safe and reliable all the while  
18 knowing they were not. Honda, through their willful and knowing deceptive acts and  
19 practices, as detailed above, have willfully and knowingly exposed Plaintiffs and the  
20 Class to the risk of serious injury and death.

21 1251. Pursuant to Va. Code Ann. § 59.1-204, Plaintiffs and the Class members  
22 seek monetary relief against Honda measured as the greater of (a) actual damages in an  
23 amount to be determined at trial and (b) statutory damages in the amount of \$500 for  
24 Plaintiff and each Class member. Because Honda's conduct was committed willfully  
25 and knowingly, Plaintiffs and the Class is entitled to recover, for him/herself and each  
26 Class member, the greater of (a) three times actual damages or (b) \$1,000. Plaintiffs  
27 also seek an order enjoining Honda's fraudulent, unfair and/or deceptive acts or  
28

1 practices, punitive damages, and attorneys' fees, and any other just and proper relief  
2 available under the Virginia General Business Law § 59.1-203 et seq.

3 **COUNT 82**  
4 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**  
5 **Va. Code Ann. § 8.2-314**

6 1252. Plaintiffs Thomas and Howell ("Plaintiffs," for purposes of the Virginia  
7 Class's claims) incorporate by reference each allegation as if fully set forth herein.

8 1253. Plaintiffs bring this count individually and on behalf of all members of the  
9 Virginia Class (the "Class," for purposes of this Count).

10 1254. Honda is a "merchant" with respect to motor vehicles under Va. Code  
11 Ann. § 8.2-314, and a "seller" of the Class Vehicles under § 8.2-103(1)(d). The Class  
12 Vehicles are "goods" as defined in Va. Code §§ 8.2-105(1) and 8.2A-103(1)(h).

13 1255. Pursuant to VA. Code Ann. §§ 8.2-314 and 8.2A-212, a warranty that the  
14 Class Vehicles were in merchantable condition was implied by law in the sale or lease  
15 of the product. Honda impliedly warranted that the Class Vehicles were of a  
16 merchantable quality.

17 1256. By placing the Class Vehicles in the stream of commerce, Honda  
18 impliedly warranted that the Class Vehicles are safe, and that all claims in their  
19 advertising and marketing of the Class Vehicles were true.

20 1257. The Class Vehicles did not comply with the implied warranty of  
21 merchantability because, at the time of sale or lease and at all times thereafter, the Class  
22 Vehicles were defective and not in merchantable condition, would not pass without  
23 objection in the trade, and were not fit for the ordinary purpose for which vehicles were  
24 used.

25 1258. Plaintiffs and Class members have complied with all obligations under the  
26 warranty, or otherwise have been excused from performance of said obligations as a  
27 result of Honda's conduct described herein. Affording Honda a reasonable opportunity  
28 to cure the breach of written warranties therefore would be unnecessary and futile.



1 1259. Plaintiffs and the other Class Members suffered injuries due to the  
2 defective nature of the Class Vehicles and Honda's breach of the warranty of  
3 merchantability.

4 1260. At all times that Honda warranted and sold the Class Vehicles, it knew or  
5 should have known that its warranties were false, and yet Honda did not disclose the  
6 truth, or stop manufacturing or selling the Class Vehicles, and instead continued to  
7 issue false warranties, and continued to insist the products were safe. The Class  
8 Vehicles were defective when Honda delivered them to its resellers, dealers, and  
9 distributors which sold the Class Vehicles, and the Class Vehicles were therefore still  
10 defective when they reached Plaintiffs and the Class.

11 1261. Honda's resellers, dealers, and distributors are intermediaries between  
12 Honda and consumers. These intermediaries sell Class Vehicles to consumers and are  
13 not, themselves, consumers of Class Vehicles, and therefore have no rights against  
14 Honda with respect to Plaintiffs and all other Class members' acquisition of Class  
15 Vehicles. Honda's warranties were designed to influence consumers who purchased  
16 and/or owned Class Vehicles.

17 1262. Plaintiffs and each Class member's acquisition of the Class Vehicles  
18 suffices to create privity of contract between Plaintiffs and all other members of the  
19 Class, on the one hand, and Honda, on the other hand; however, privity of contract need  
20 not be established nor is it required because Plaintiffs and the Class Members are  
21 intended third-party beneficiaries of contracts between Honda and their resellers,  
22 authorized dealers, and, specifically, of Honda's implied warranties.

23 1263. Honda had notice of its breach as alleged herein.

24 1264. As a direct and proximate result of Honda's breach of implied warranties  
25 of merchantability, Plaintiffs and the Class are entitled to damages in an amount to be  
26 determined at trial.

27 **COUNT 83**  
28 **FRAUDULENT OMISSION**

1 1265. Plaintiffs Thomas and Howell (“Plaintiffs,” for purposes of the Virginia  
2 Class’s claims) incorporate by reference each allegation as if fully set forth herein.

3 1266. Plaintiffs bring this count individually and on behalf of all members of the  
4 Virginia Class (the “Class,” for purposes of this Count).

5 1267. Honda was aware of the Idle Stop Defect when it marketed and sold the  
6 Class Vehicles to Plaintiffs and the other Class members.

7 1268. Having been aware of the Idle Stop Defect and having known that  
8 Plaintiffs and the other Class members could not have reasonably been expected to  
9 know of this defect, Honda had a duty to disclose the Idle Stop Defect to Plaintiffs and  
10 the other Class members in connection with the sale or lease of the Class Vehicles.

11 1269. Further, Honda had a duty to disclose the Idle Stop Defect because  
12 disclosure of the Idle Stop Defect was necessary to dispel misleading impressions about  
13 the Class Vehicles’ safety that were or might have been created by partial  
14 representation of the facts. Specifically, Honda promoted, through its advertisements  
15 available to all Class members, that the vehicles were safe. Honda also disclosed  
16 information concerning the Class Vehicles in window stickers associated with the Class  
17 Vehicles, without disclosing that these vehicles contained the Idle Stop Defect.

18 1270. Honda did not disclose the Idle Stop Defect to Plaintiffs and the other  
19 Class members in connection with the sale or lease of the Class Vehicles.

20 1271. For the reasons set forth above, the Idle Stop Defect comprises material  
21 information with respect to the sale or lease of the Class Vehicles.

22 1272. In purchasing or leasing the Class Vehicles, Plaintiffs and the other Class  
23 members reasonably relied on Honda to disclose known material defects with respect  
24 to the Class Vehicles.

25 1273. Had Plaintiffs and the other Class members known of the Idle Stop Defect  
26 within the Class Vehicles, they would have not purchased the Class Vehicles or would  
27 have paid less for the Class Vehicles.

1 1274. Honda's deceptive omissions constitute an independent tort, separate of  
2 the breach of warranties alleged herein.

3 1275. Through its omissions regarding the Idle Stop Defect, Honda intended to  
4 induce—and did induce—Plaintiffs and the other Class members to purchase or lease  
5 a Class Vehicle that they otherwise would not have purchased or leased and/or to pay  
6 more for a Class Vehicle than they otherwise would have paid.

7 1276. As a direct and proximate result of Honda's omissions, Plaintiffs and the  
8 other Class members either overpaid for the Class Vehicles or would not have  
9 purchased the Class Vehicles if the Idle Stop Defect had been disclosed to them.  
10 Therefore, Plaintiff and the other Class members have incurred damages in an amount  
11 to be determined at trial.

12 **COUNT 84**  
13 **UNJUST ENRICHMENT<sup>203</sup>**

14 1277. Plaintiffs Thomas and Howell ("Plaintiffs," for purposes of the Virginia  
15 Class's claims) incorporate by reference each allegation as if fully set forth herein.

16 1278. Plaintiffs bring this count individually and on behalf of all members of the  
17 Virginia Class (the "Class," for purposes of this Count).

18 1279. Honda has benefitted from selling and leasing at an unjust profit defective  
19 Class Vehicles that had artificially inflated prices due to Honda's concealment of the  
20 Idle Stop Defect, and Plaintiffs and the other Class members have overpaid for these  
21 vehicles.

22 1280. Honda has received and retained unjust benefits from Plaintiffs and other  
23 Class members, and inequity has resulted.

24 1281. It is inequitable and unconscionable for Honda to retain these benefits.

25 1282. Because Honda concealed its fraud and deception, Plaintiffs and other  
26 Class members were not aware of the true facts concerning the Class Vehicles and did

27 <sup>203</sup> The Court previously dismissed Plaintiffs' Unjust Enrichment Claim (ECF No.  
28 221). Accordingly, Plaintiffs' Unjust Enrichment claim is included in this Fifth  
Amended Complaint only for preservation purposes.

1 not benefit from Honda's misconduct.

2 1283. Honda knowingly accepted the unjust benefits of its wrongful conduct.

3 1284. As a result of Honda's misconduct, the amount of its unjust enrichment  
4 should be disgorged and returned to Plaintiffs and the other Class members in an  
5 amount to be proven at trial.

6 **R. Claims Brought on Behalf of the Washington Class**

7 **COUNT 85**

8 **VIOLATION OF THE WASHINGTON CONSUMER PROTECTION ACT**  
9 **Wash. Rev. Code Ann. §§ 19.86.010 *eq seq.***

10 1285. Plaintiff Jew ("Plaintiff," for purposes of the Washington Class's claims)  
11 incorporates by reference each allegation as if fully set forth herein.

12 1286. Plaintiff brings this count individually and on behalf of all members of the  
13 Washington Class (the "Class," for purposes of this Count).

14 1287. Honda, Plaintiff and other Class members are a "person" under Wash.  
15 Rev. Code Ann. § 19.86.010(1). ("Washington CPA").

16 1288. Honda engaged in "trade" or "commerce" under Wash. Rev. Code Ann. §  
17 19.86.010(2).

18 1289. The Washington Consumer Protection Act ("Washington CPA") broadly  
19 prohibits "[u]nfair methods of competition and unfair or deceptive acts or practices in  
20 the conduct of any trade or commerce." Wash. Rev. Code Ann. § 19.86.020. Honda's  
21 conduct was unfair because it (1) offends public policy as it has been established by  
22 statutes, the common law, or otherwise; (2) is immoral, unethical, oppressive, or  
23 unscrupulous; or (3) causes substantial injury to consumers. Honda's conduct is  
24 deceptive because it has the capacity or tendency to deceive.

25 1290. In the course of its business, Honda omitted and suppressed material facts  
26 concerning the Idle Stop Defect. Honda falsely represented the quality of the Class  
27 Vehicles and omitted material facts regarding the Idle Stop feature, as well as the  
28 safety, reliability, and overall value of the Class Vehicles, for the purpose of inducing

1 Plaintiffs and other Washington Class members to purchase the Class Vehicles, and to  
2 increase Honda's revenue and profits.

3 1291. The facts omitted by Honda were material in that a reasonable consumer  
4 would have considered them to be important in deciding whether to purchase or lease  
5 the Class Vehicles or pay a lower price. Had Plaintiff and other Washington Class  
6 members known of the Idle Stop Defect, they would not have purchased or leased those  
7 vehicles, or would have paid substantially less for the vehicles than they did.

8 1292. Plaintiff and the other Class members were injured and suffered  
9 ascertainable loss, injury in fact, and/or actual damages as a proximate result of  
10 Honda's conduct in that Plaintiff and the other Class members overpaid for their Class  
11 Vehicles and did not get the benefit of their bargain, and their Class Vehicles have  
12 suffered a diminution in value. These injuries are the direct and natural consequence of  
13 Honda's misrepresentations, fraud, deceptive practices, and omissions. Honda's  
14 violations present a continuing risk to Plaintiff as well as to the general public. Honda's  
15 unlawful acts and practices complained of herein impact the public interest.  
16 Specifically: (1) the number of consumers affected by Honda's deceptive practices are  
17 in the hundreds of thousands nation-wide; (2) Honda have significantly high  
18 sophistication and bargaining power with respect to the manufacture and sale of the  
19 Class Vehicles to Plaintiffs and individual Class members; and (3) so long as the Class  
20 Vehicles continued to be sold and distributed, the likelihood of continued impact on  
21 other consumers is significant.

22 1293. Honda are liable to Plaintiff and other Class members for damages in  
23 amounts to be proven at trial, including attorneys' fees, costs, and treble damages up  
24 to \$25,000, as well as any other just and proper relief the Court may deem appropriate  
25 under Wash. Rev. Code Ann. § 19.86.090.

26 **COUNT 86**  
27 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**  
28 **Wash. Rev. Code Ann. §§ 62A.2-314 et seq.**

1 1294. Plaintiff Jew (“Plaintiff,” for purposes of the Washington Class’s claims)  
2 incorporates by reference each allegation as if fully set forth herein.

3 1295. Plaintiff brings this count individually and on behalf of all members of the  
4 Washington Class (the “Class,” for purposes of this Count).

5 1296. Under Wash. Rev. Code Ann. § 62A.2-314, a warranty that the Class  
6 Vehicles were in merchantable condition as implied by law in the transaction when  
7 Plaintiff and the other Class members purchased or leased their Class Vehicles from  
8 Honda.

9 1297. The Class Vehicles, when sold and at all times thereafter, were not  
10 merchantable and are not fit for the ordinary purpose for which cars are used.

11 1298. Honda marketed the Class Vehicles as safe, reliable, and high quality  
12 automobiles that would function as reasonably expected by consumers and in  
13 accordance with industry standards. Such representations formed the basis of the  
14 bargain in Plaintiff’s and Washington Class members’ decisions to purchase the Class  
15 Vehicles.

16 1299. Plaintiff and other Washington Class members purchased the Class  
17 Vehicles from Honda, or through Honda’s authorized agents for retail sales. At all  
18 relevant times, Honda manufactured, distributed, warranted, leased, and/or sold the  
19 Class Vehicles.

20 1300. Honda knew or had reason to know of the specific use for which the Class  
21 Vehicles were purchased/leased.

22 1301. Because of the Idle Stop Defect, the Class Vehicles were not in  
23 merchantable condition when sold and are not fit for the ordinary purpose of providing  
24 safe and reliable transportation.

25 1302. Honda knew about the defect in the Class Vehicles, allowing Honda to  
26 cure their breach of warranty if it chose to do so.

27 1303. Honda’s attempt to disclaim or limit the implied warranty of  
28

1 merchantability vis-à-vis consumers is unconscionable and unenforceable here.  
2 Specifically, Honda's warranty limitations are unenforceable because they knowingly  
3 sold a defective product without informing consumers about the defect. The time limits  
4 contained in Honda's warranty periods were also unconscionable and inadequate to  
5 protect Plaintiff and other Washington Class members. Among other things, Plaintiff  
6 and other Washington Class members had no meaningful choice in determining these  
7 time limitations, the terms of which unreasonably favored Honda. A gross disparity in  
8 bargaining power existed between Honda and Washington Class members, and Honda  
9 knew of the defect at the time of sale.

10 1304. Plaintiff and Washington Class members have complied with all  
11 obligations under the warranty, or otherwise have been excused from performance of  
12 said obligations as a result of Honda's conduct described herein. Affording Honda a  
13 reasonable opportunity to cure the breach of written warranties therefore would be  
14 unnecessary and futile.

15 1305. Honda were provided notice of these issues by numerous complaints filed  
16 against it, internal investigations, postings on websites, and other sources.

17 1306. As a direct and proximate result of Honda's breach of the implied  
18 warranty of merchantability, Plaintiff and the Class have been damaged in an amount  
19 to be proven at trial.

20 **COUNT 87**  
21 **FRAUDULENT OMISSION**

22 1307. Plaintiff Jew ("Plaintiff," for purposes of the Washington Class's claims)  
23 incorporates by reference each allegation as if fully set forth herein.

24 1308. Plaintiff brings this count individually and on behalf of all members of the  
25 Washington Class (the "Class," for purposes of this Count).

26 1309. Honda was aware of the Idle Stop Defect when it marketed and sold the  
27 Class Vehicles to Plaintiff and the other Class members.

28 1310. Having been aware of the Idle Stop Defect and having known that Plaintiff



1 and the other Class members could not have reasonably been expected to know of this  
2 defect, Honda had a duty to disclose the Idle Stop Defect to Plaintiff and the other Class  
3 members in connection with the sale or lease of the Class Vehicles.

4 1311. Further, Honda had a duty to disclose the Idle Stop Defect because  
5 disclosure of the Idle Stop Defect was necessary to dispel misleading impressions about  
6 the Class Vehicles' safety that were or might have been created by partial  
7 representation of the facts. Specifically, Honda promoted, through its advertisements  
8 available to all Class members, that the vehicles were safe. Honda also disclosed  
9 information concerning the Class Vehicles in window stickers associated with the Class  
10 Vehicles, without disclosing that these vehicles contained the Idle Stop Defect.

11 1312. Honda did not disclose the Idle Stop Defect to Plaintiff and the other Class  
12 members in connection with the sale or lease of the Class Vehicles.

13 1313. For the reasons set forth above, the Idle Stop Defect comprises material  
14 information with respect to the sale or lease of the Class Vehicles.

15 1314. In purchasing or leasing the Class Vehicles, Plaintiff and the other Class  
16 members reasonably relied on Honda to disclose known material defects with respect  
17 to the Class Vehicles.

18 1315. Had Plaintiff and the other Class members known of the Idle Stop Defect  
19 within the Class Vehicles, they would have not purchased the Class Vehicles or would  
20 have paid less for the Class Vehicles.

21 1316. Honda's deceptive omissions constitute an independent tort, separate of  
22 the breach of warranties alleged herein.

23 1317. Through its omissions regarding the Idle Stop Defect, Honda intended to  
24 induce—and did induce—Plaintiff and the other Class members to purchase or lease a  
25 Class Vehicle that they otherwise would not have purchased or leased and/or to pay  
26 more for a Class Vehicle than they otherwise would have paid.

27 1318. As a direct and proximate result of Honda's omissions, Plaintiff and the  
28

1 other Class members either overpaid for the Class Vehicles or would not have  
2 purchased the Class Vehicles if the Idle Stop Defect had been disclosed to them.  
3 Therefore, Plaintiff and the other Class members have incurred damages in an amount  
4 to be determined at trial.

5 **COUNT 88**  
6 **UNJUST ENRICHMENT<sup>204</sup>**

7 1319. Plaintiff Jew (“Plaintiff,” for purposes of the Washington Class’s claims)  
8 repeats and re-alleges the allegations contained in the paragraphs 1-519, as if fully set  
9 forth herein.

10 1320. Plaintiff brings this count individually and on behalf of all members of the  
11 Washington Class (the “Class,” for purposes of this Count).

12 1321. Honda has benefitted from selling and leasing at an unjust profit defective  
13 Class Vehicles that had artificially inflated prices due to Honda’s concealment of the  
14 Idle Stop Defect, and Plaintiff and the other Class members have overpaid for these  
15 vehicles.

16 1322. Honda has received and retained unjust benefits from Plaintiff and other  
17 Class members, and inequity has resulted.

18 1323. It is inequitable and unconscionable for Honda to retain these benefits.

19 1324. Because Honda concealed its fraud and deception, Plaintiff and other  
20 Class members were not aware of the true facts concerning the Class Vehicles and did  
21 not benefit from Honda’s misconduct.

22 1325. Honda knowingly accepted the unjust benefits of its wrongful conduct.

23 1326. As a result of Honda’s misconduct, the amount of its unjust enrichment  
24 should be disgorged and returned to Plaintiff and the other Class members in an amount  
25 to be proven at trial.

26 **REQUEST FOR RELIEF**

27 <sup>204</sup> The Court previously dismissed Plaintiff’s Unjust Enrichment Claim (ECF No.  
28 221). Accordingly, Plaintiff’s Unjust Enrichment claim is included in this Fifth  
Amended Complaint only for preservation purposes.

1 WHEREFORE, Plaintiffs, individually and on behalf of the other Class  
2 members, respectfully request that the Court enter judgment in their favor and against  
3 Defendant Honda Motor Company Limited as follows:

- 4 1. Declaring that this action is a proper class action, certifying the Classes as  
5 requested herein, designating Plaintiffs as Class Representatives, an  
6 appointing Plaintiffs' attorneys as Class Counsel;
- 7 2. Ordering Honda to pay actual and statutory damages (including punitive  
8 damages) and restitution by way of judgment to Plaintiffs and the Statewide  
9 Class members, as allowable by law;
- 10 3. Ordering Honda to pay both pre- and post-judgment interest on any amounts  
11 awarded;
- 12 4. Ordering Honda to pay attorneys' fees and costs of suit; and
- 13 5. Ordering such other and further relief as may be just and proper.

14  
15 **JURY DEMAND**

16 Plaintiffs hereby demand a trial by jury on all claims so triable.

17 Dated: April XX, 2025

Respectfully submitted,

18 /s/ H. Clay Barnett, III

19 H. Clay Barnett, III

20 W. Daniel "Dee" Miles, III

Demet Basar

21 J. Mitch Williams

22 Dylan T. Martin

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