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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

CONSTANCE CHIULLI, individually, and
on behalf of a class of similarly situated
individuals,

Plaintiff,

v.

AMERICAN HONDA MOTOR CO., INC.,
a California corporation, and HONDA
MOTOR CO., LTD., a Japanese
corporation,

Defendants.

Case No.:

CLASS ACTION COMPLAINT FOR:

- (1) Violations of California’s Consumers Legal Remedies Act
- (2) Violations of California’s Unfair Competition Law
- (3) Breach of Implied Warranty pursuant to Song-Beverly Consumer Warranty Act
- (4) Breach of Express Warranty under California law
- (5) Breach of Express Warranty under the Magnuson-Moss Warranty Act
- (6) Breach of Implied Warranty under the Magnuson-Moss Warranty Act
- (7) Fraudulent Concealment/Omission
- (8) Unjust Enrichment

DEMAND FOR JURY TRIAL

1 1. Plaintiff Constance Chiulli (“Plaintiff”), individually and on behalf of all persons
2 in the United States who purchased or leased any 2016-2020 Honda Civic vehicles equipped
3 with an integrated in-vehicle communication and entertainment system (“Infotainment
4 System”) designed, manufactured, marketed, distributed, sold, warranted, and/or serviced by
5 American Honda Motor Company, Inc. (“AHM”) and/or Honda Motor Co., Ltd. (“HMC”)
6 (“Class Vehicles” or “Vehicles”), brings this action against AHM and HMC (together,
7 “Defendants” or “Honda”). Plaintiff alleges as follows:

8 **INTRODUCTION**

9 2. This is a consumer class action concerning a failure to disclose material facts and
10 a safety concern to consumers.

11 3. Defendants manufactured, marketed, distributed, and/or sold the Class Vehicles
12 without disclosing that the Class Vehicles’ Infotainment Systems were defective.

13 4. Specifically, Plaintiff is informed and believes, and based thereon alleges, that
14 the Infotainment System is defective in that it malfunctions, freezes, or crashes, which in turn
15 causes the inoperability of one or more features (including, *inter alia*, the navigation; heating,
16 ventilation, and air conditioning (“HVAC”); music/radio; display screen; Bluetooth/phone; and
17 backup camera functionalities) (the “Infotainment System Defect” or “Defect”). As further
18 described below, discovery will show that improperly designed and/or programmed/calibrated
19 software results in these failures.

20 5. Among the most concerning is the failure of the back-up camera images to
21 accurately depict the conditions behind the vehicle. Drivers, including Plaintiff Chiulli, become
22 accustomed to the driver assist features in the infotainment system, including in particular the
23 back-up camera and the right-side blind spot camera. A camera image that freezes is a clear-cut
24 safety hazard—if a child were to wander in the path of the reversing vehicle after the back-up
25 camera image had frozen, the driver would be shown a false image of the rear of the vehicle
26 clear of any obstructions. Likewise, when the display simply goes blank, drivers continue to,
27 out of habit, look at the blank screen for cues about blind spots and obstructions, only to realize
28 the screen is blank and to adjust their driving behaviors in real time, disregarding the blank

1 screen and turning around to look out of the windows. Those few seconds are of critical
2 importance, and the need to adjust one’s habits and correct for the Defect contributes to the risk
3 of collisions and injuries.

4 6. Because the Infotainment System controls myriad vehicle functions, the Defect
5 causes a wide array of failures. Discovery will show that the Defect causes the back-up camera
6 image and the display image generally to flicker, freeze, and/or fail, error messages (including
7 a “no device connected” message despite device being connected), the display screen and all
8 associated functionalities to crash, Bluetooth connections to fail, USB connections to fail, the
9 inability to receive incoming calls or make outgoing calls, the failure of in-vehicle microphone
10 function, the navigation to fail, and GPS signal failure; it prevents the driver from being able to
11 adjust the HVAC system; it causes the display screen to fail and suddenly go blank, black, or
12 blue, which can cause the driver to become distracted, and it causes safety-related systems
13 (including backup camera functions) to fail, necessitating repair or replacement of the entire
14 system.

15 7. Defendants sold the Class Vehicles with a 3-year/36,000-mile New Vehicle
16 Limited Warranty (“NVLW”) that purports to cover the Infotainment System. However, owners
17 and lessees often have complained that their Infotainment Systems fail and require repair or
18 replacement both within and just outside the warranty period. This is evidenced through Class
19 Member reports to the National Highway Traffic Safety Administration (“NHTSA”), which
20 demonstrate that Honda’s authorized dealerships are replacing and repairing Infotainment
21 Systems both within, and just outside, the applicable express warranty periods.

22 8. The Infotainment System Defect is inherent in each Class Vehicle and was
23 present at the time of sale.

24 9. Discovery will show that, since 2015, if not earlier, Defendants have been aware
25 the Class Vehicles’ Infotainment Systems would need frequent repair, prematurely fail, require
26 frequent replacement, including replacements just outside of warranty, that the replacement
27 Infotainment Systems installed would be equally as defective as the originals, and that the
28 Infotainment System would cause the symptoms of the Infotainment System Defect described

1 above (frequent malfunction, freezing, or crashing, which in turn causes inoperability of one or
2 more features such as navigation, music/radio, display screen, Bluetooth/phone, and backup
3 camera), yet Defendants continued to install the defective Infotainment System. Moreover,
4 Defendants not only refused to disclose the problem to consumers, they also actively concealed,
5 and continue to conceal, their knowledge concerning the Infotainment System Defect.

6 10. Defendants undertook affirmative measures to conceal Infotainment System
7 failures and other malfunctions through, among other things, Technical Service Bulletins
8 (“TSB”) issued to authorized repair facilities only.

9 11. Defendants had superior and/or exclusive knowledge of material facts regarding
10 the Infotainment System Defect due to their pre-production testing, design failure mode
11 analysis, aggregate part sales, consumer complaints about the Defect to Defendants’ dealers,
12 who are their agents for vehicle repairs, customer complaints made directly to Honda, dealer
13 audits, aggregate warranty information, consumer complaints to and resulting notice from
14 NHTSA, early consumer complaints on websites and internet forums, dealership repair orders,
15 among other internal sources of information about the problem.

16 12. The Infotainment System Defect is material because, *inter alia*, it poses a safety
17 concern. As attested by Class Members in complaints to the National Highway Traffic Safety
18 Administration (“NHTSA”), and other online forums, the Infotainment System Defect can
19 suddenly distract the driver and thereby impair ability to control the vehicle, process and
20 respond to safety threats, and greatly increase the risk of collision.

21 13. Defendants’ failure to disclose the Infotainment System Defect has caused
22 Plaintiff and putative class members to lose the use of their Vehicles’ Infotainment Systems
23 and/or incur costly repairs that have conferred an unjust substantial benefit upon Defendants.

24 14. Discovery will show that, in an effort to conceal the Infotainment System Defect,
25 Defendants have instructed dealers to tell consumers their vehicles are “operating normally” or
26 “operating as intended” when they are not, or to give excuses for sub-par performance. This is
27 a common practice in the automotive industry, particularly with Infotainment System-related
28 issues. By denying the existence of a defect, manufacturers can play on the consumers’ lack of

1 technical expertise and avoid implementing potentially costly fixes for years, or at least until
2 the vehicles are out of warranty. When remedial measures are taken, such as “software updates”
3 or “reprogramming,” they are often through the issuance of service bulletins provided to dealers
4 only that are narrowly crafted and underinclusive, as occurred here and set forth below.

5 15. Had Defendants disclosed the Infotainment System Defect, Plaintiff and Class
6 Members would not have purchased the Class Vehicles, would have paid less for them, or would
7 have required Defendants to replace, or pay for the replacement of, the defective Infotainment
8 System with a non-defective version before their warranty periods expired.

9 THE PARTIES

10 Plaintiff Constance Chiulli

11 16. Plaintiff Chiulli is a California citizen residing in Oakland, California.

12 17. On or around May 27, 2019, Plaintiff Chiulli purchased a new 2019 Honda Civic
13 from Walnut Creek Honda, an authorized Honda dealership in Walnut Creek, California.

14 18. Plaintiff Chiulli purchased her vehicle primarily for personal, family, or
15 household use.

16 19. Passenger safety and reliability were important factors in Plaintiff Chiulli’s
17 decision to purchase her vehicle. Before making her purchase, Plaintiff Chiulli, along with her
18 partner, researched the Honda Civic online, including on the dealer website. At the dealership,
19 Plaintiff Chiulli also reviewed the vehicle’s Monroney Sticker or “window sticker,” which listed
20 official information about the vehicle. Plaintiff Chiulli also discussed the safety features of the
21 vehicle with dealership personnel, who made no reference to the Infotainment System Defect.
22 Instead, the dealership salesperson told Plaintiff Chiulli that she was “very lucky to have Apple
23 Car Play,” and he performed a demonstration of the unit. Plaintiff Chiulli believed that the Civic
24 would be a safe and reliable vehicle.

25 20. Honda’s omissions were material to Plaintiff Chiulli. Had Honda disclosed its
26 knowledge of the Infotainment System Defect before she purchased her vehicle, Plaintiff Chiulli
27 would have seen and been aware of the disclosures. Furthermore, had she known of the
28 Infotainment System Defect, Plaintiff Chiulli would not have purchased her vehicle.

1 21. Shortly after purchase, Plaintiff Chiulli began experiencing Infotainment System
2 problems. Specifically, she discovered that her vehicle’s infotainment system would not
3 recognize her phone, its screen would go blank, its microphone would not function, and its
4 cameras would not function. Such failures related to vehicle safety; for example, the failure of
5 the vehicle’s microphone meant that Plaintiff Chiulli was unable to make calls hands-free
6 through the Infotainment System.

7 22. On or around August 10, 2021, with 22,523 miles on the odometer, Ms. Chiulli
8 brought her vehicle to Walnut Creek Honda, an authorized Honda dealer in Walnut Creek,
9 California, complaining of display screen and phone connectivity problems. She asked the
10 dealership personnel how often they saw these problems; the dealership personnel responded
11 along the lines of “at least once a day” or “all the time.” Regardless, although the dealer re-
12 paired her phone, the dealership did not record Plaintiff’s complaint on the repair order. Despite
13 this repair attempt, Ms. Chiulli continued to experience the Defect.

14 23. Subsequently, on April 26, 2022, with 29,589 miles on the odometer, Ms. Chiulli
15 again brought her vehicle to Walnut Creek Honda, again complaining of display screen and
16 phone connectivity problems. As with her previous visit, she asked the dealership about the
17 frequency of these display screen and connectivity problems; once again, the dealership replied
18 along the lines of “at least once a day” or “all of the time.” Likewise, the dealership again failed
19 to record her complaint or properly diagnose the Defect, instead once again re-pairing Ms.
20 Chiulli’s phone.

21 24. Despite bringing her vehicle to a Honda dealership—Honda’s authorized agent
22 for repairs—multiple times, Plaintiff Chiulli has not received a repair under warranty, and her
23 vehicle continues to exhibit the Infotainment System Defect.

24 25. As a result of the Infotainment System Defect, Plaintiff Chiulli has lost
25 confidence in the ability of her Class Vehicle to provide safe and reliable transportation for
26 ordinary and advertised purposes. Further, Plaintiff Chiulli will be unable to rely on the Class
27 Vehicles’ advertising or labeling in the future, and so will not purchase or lease another Class
28 Vehicle, although she would like to do so.

1 26. At all times, Plaintiff Chiulli, like all Class Members, has driven her vehicle in a
2 manner both foreseeable and in which it was intended to be used.

3 **Defendants**

4 27. Defendant AHM is a corporation organized and in existence under the laws of
5 the State of California and registered to do business in the State of California. AHM's Corporate
6 Headquarters are located at 1919 Torrance Boulevard, Torrance, California 90507. Founded in
7 1959, AHM is the wholly owned North American subsidiary of HMC. Discovery will show that
8 at all relevant times herein AHM was and is engaged in the business of designing,
9 manufacturing, constructing, assembling, marketing, distributing, and/or selling automobiles
10 and motor vehicle components in California and throughout the United States of America. AHM
11 also distributes all technical materials drafted by HMC intended to be used by authorized
12 dealerships in the service and repair of Honda branded vehicles. AHM also oversees certain
13 automobile product design and market research functions into its regional operations, as of April
14 1, 2021. AHM drafts and is responsible for providing the Monroney stickers on Honda vehicles
15 but does so with information provided by HMC. HMC has designated AHM as its representative
16 to interact with the National Highway Traffic Safety Administration and to fulfill its duties as a
17 manufacturer under federal law.

18 28. In order to sell vehicles to the general public, AHM enters into agreements with
19 dealerships who are then authorized to sell Honda-branded vehicles to consumers such as
20 Plaintiff. In return for the exclusive right to sell new Honda vehicles in a geographic area,
21 authorized dealerships are also permitted to service and repair these vehicles under the
22 warranties AHM provides directly to consumers. These contracts give AHM a significant
23 amount of control over the actions of the dealerships, including sale and marketing of vehicles
24 and parts for those vehicles. All service and repairs at an authorized dealership are also
25 completed according to AHM's explicit instructions, issued through service manuals, TSBs,
26 and other documents, that were created with input from HMC. Per the agreements between
27 AHM and the authorized dealers, consumers such as Plaintiff can receive services under AHM's
28 issued warranties at dealer locations that are convenient to them. AHM has a nationwide

1 dealership network and operates offices and facilities throughout the United States. AHM
2 distributes Honda parts and vehicles, which are then sold through Defendants' network of
3 dealerships. Money received from the purchase of a Honda vehicle from a dealership flows from
4 the dealer to AHM.

5 29. Defendant HMC is a Japanese public multinational conglomerate founded in
6 1958 under the laws of Japan and headquartered in Tokyo, Japan. HMC designs, manufactures,
7 and distributes automobiles, as well as parts, for Honda branded vehicles, and is the parent
8 company of AHM and all other Honda-branded corporations headquartered in California.
9 Discovery will show that the design and manufacture of Class Vehicles, including their
10 component systems and any repairs or service necessary, is the primary focus of HMC. HMC
11 also drafts all technical materials to be distributed by AHM for the service and repair of Honda
12 vehicles. Discovery will show that the agreements which govern the relationship between HMC
13 and AHM give HMC substantial control over the business operations of AHM, particularly with
14 regards to the communications AHM distributes on HMC's behalf.

15 30. Discovery will show that AHM and HMC jointly design, determine the substance
16 of, and affix to its vehicles the window stickers visible on each new Honda vehicle that is offered
17 for sale at its authorized dealerships, including those omitting mention of the Defect. These
18 stickers were reviewed by Plaintiff and the Class prior to purchasing Class Vehicles. Defendants
19 control the content of these window stickers; its authorized dealerships have no input with
20 respect to their content. Vehicle manufacturers like Honda are legally required to affix a window
21 sticker to every vehicle offered for sale in the United States pursuant to the Automobile
22 Information Disclosure Act of 1958, 15 U.S.C. §§ 1231-1233, *et seq.* The Act specifically
23 prohibits the removal or alteration of the sticker by anyone other than the ultimate purchaser
24 prior to the sale of the car, including the dealership at which the vehicle is offered for sale.

25 65. Defendants developed and disseminated the marketing materials to which
26 Plaintiff and the Class were exposed, including owner's manuals, informational brochures,
27 warranty booklets, and information included in maintenance recommendations and/or schedules
28 for the Class Vehicles, and other promotional materials relating to the Class Vehicles, all of

1 which fail to disclose the Defect.

2 31. Defendants designed, manufactured, constructed, assembled, marketed,
3 distributed, sold, and warranted the Class Vehicles, including Plaintiff's vehicle.

4 **JURISDICTION**

5 32. This is a class action.

6 33. Members of the proposed Class are citizens of states different from the home
7 states of Defendants.

8 34. There are at least 100 members in the proposed class, and the aggregate claims
9 of individual Class Members exceed \$5,000,000.00 in value, exclusive of interest and costs.

10 35. Jurisdiction is proper in this Court pursuant to 28 U.S.C. § 1332(d).

11 36. This Court has personal jurisdiction over Plaintiff because Plaintiff submits to
12 the Court's jurisdiction. This Court has personal jurisdiction over Defendants because AHM is
13 incorporated in this District; HMC conducts substantial business in this District through AHM;
14 and discovery will show that significant conduct involving Defendants giving rise to the
15 Complaint took place in this District.

16 **VENUE**

17 37. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because Plaintiff
18 Chiulli resides in Oakland, California, the conduct giving rise to this lawsuit occurred here,
19 AHM is deemed to reside in this district pursuant to 28 U.S.C. § 1391(a), and AHM is
20 incorporated here, and Defendants are subject to personal jurisdiction here by conducting
21 business within the State of California. Plaintiff's counsel's Declaration of Venue, to the extent
22 required under California Civil Code section 1780(d), is attached hereto as **Exhibit 1**.

23 **FACTUAL ALLEGATIONS**

24 38. Defendants designed, manufactured, distributed, marketed, sold, and/or leased
25 the Class Vehicles. Defendants sold, directly or indirectly, through dealers and other retail
26 outlets, thousands of Class Vehicles in California and nationwide. Defendants warrant and
27 service the Class Vehicles through their nationwide network of authorized dealers and service
28 providers

1 39. “In-Vehicle Infotainment” or “Infotainment” is an automobile industry term that
2 refers to vehicle systems that combine entertainment features, safety features, and information
3 delivery to drivers. Infotainment systems use audio/video interfaces, touchscreens, keypads, and
4 other types of devices to provide those services.¹

5 40. Beginning with the 2016 model year and Honda’s release of the 10th-generation
6 Civic, all Honda Civics were sold with an Infotainment System standardly equipped. The
7 Infotainment System consists of an audio-visual head or telematics unit, built into the top of the
8 vehicle’s central instrument panel, and, on models above an LX, a Driver Information Interface
9 (“DII”) built into the driver side instrument panel with controls in the steering wheel.

10 41. The Civic LX has a 5-inch Display Audio unit with USB and Bluetooth
11 connectivity. The 5-inch (diagonal) display screen has conventional “hard” buttons and knobs
12 to control the Infotainment System and illuminated steering wheel buttons to control the various
13 functions.



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20 Fig. 1. 5-inch Display Unit

21 42. The Civic EX, EX-T, EX-L, and Touring have a 7-inch Display Audio
22 touchscreen, also with USB and Bluetooth connectivity, as well as Apple and Android
23 connectivity. Consumers control the Infotainment System functions by swiping, tapping, and
24 pinching the touchscreen. The system can also be controlled with the DII touchpad controls
25 located on the left side of the steering wheel, as well as via voice commands.

26
27 ¹ See, e.g., Burk, Michael. “The Evolution of In-Vehicle Infotainment Systems, part
28 one.” March 14, 2019, available at:
<https://www.micron.com/about/blog/2019/march/evolution-of-in-vehicle-infotainment-systems-part-one> (last accessed September 13, 2022).

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Fig. 2. 7-inch Display Unit



Fig. 3. DII Display and Controls

43. All 2016 and newer Civic model years have a multi-angle rear-view camera standardly equipped. Viewable on the Civic LX color LCD screen and the Civic EX and above touchscreen, the rear-view camera will show top, normal, or wide views when the transmission is engaged in reverse. The LX has static guidelines intended to help the driver better judge distances, and the EX and above have dynamic guidelines intended to project the vehicle's future path based on the driver's current steering angle.



Fig. 4. Rear-view Camera Displays in Class Vehicles

1 44. Additionally, Honda touts the following as “Key Available Audio and
2 Connectivity Features”:

- 3 7-inch Display Audio touchscreen with integrated HVAC controls
- 4 Android Auto and Apple CarPlay
- 5 HondaLink connected-car system
- 6 HondaLink Assist¹ (when paired with compatible phone)
- 7 HD Radio
- 8 Honda Satellite-Linked Navigation System with Voice Recognition and Honda HD
- 9 Digital Traffic
- 10 Smartphone-Based Navigation App Compatibility
- 11 New-generation "2.0" SiriusXM Radio
- 12 Pandora interface
- 13 SMS Text Message function
- 14 USB Audio Interface²

15 45. Honda’s Bluetooth Hands Free Link Interface is also standardly equipped in all
16 Class Vehicles. It is designed to allow the driver to place or answer telephone calls, as well as
17 play audio files, such as music, without removing hands from the steering wheel.

18 46. Discovery will show that all Class Vehicles’ Infotainment Systems operate off of
19 substantially the same hardware, software, firmware, and operating system.

20 47. Consumers complain that their vehicles’ camera images flicker, freeze, and/or fail,
21 their display screen flickers, freezes, and/or fails, error messages (including a “no device
22 connected” message despite device being connected) suddenly illuminate, their display screens
23 and all associated functionalities crash, their Bluetooth connections fail, their USB connections
24 fail, they are unable to receive incoming calls or make outgoing calls, their navigation fails, and
25 their display screens fail and suddenly go blank, black, or blue, all of which can cause the driver
26 to become distracted. In this manner, the lifespan of the Infotainment Systems in the Class
27 Vehicles is unreasonably short.

28 48. In TSB 18-001, issued only to its dealerships but not its customers, Honda has
admitted that various manifestations of the Infotainment System Defect in 2017-2018 model
year Class Vehicles may be attributed to “a problem with the audio/audio-navigation unit
software, which may lead to one or more of the following symptoms:”

² See, e.g., Honda Media Newsroom, 2016 Honda Civic Press Kit, available at:
<https://hondanews.com/en-US/releases/2016-honda-civic-sedan-press-kit-overview?page=178>
(last accessed September 14, 2022).

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- Audio unit does not connect to last known phone
- Home screen background color changes after factory reset
- Home screen defaults to standard setting after factory data reset
- **Unknown Host Exception** message appears
- Phone function screen crashes
- Private mode is shown on the meter when making phone calls
- **Check Tuner** message appears on Sirius XM screen
- Unable to switch music source
- **Bluetooth**® Audio still playing when receiving calls
- Navigation guidance does not stop when voice recognition activated
- Apple CarPlay™ disconnects by itself
- Apple CarPlay does not start
- Music does not resume after phone call in Apple CarPlay
- **Bluetooth** Audio does not resume after hands-free call has ended
- USB devices not recognized
- Voice recognition does not start
- Unable to cancel TA announcements using SW back button
- Navigation Satellite icon flashing although satellites information is being received
- SIRI icon on display does not disappear
- AM radio stations have a lot of static and much louder at volume level 5
- Electronic parking brake command in Spanish is incorrect
- LaneWatch® camera image flickers
- Navigation longitude and latitude speech message is too quick
- Vehicle position does not show on map
- GPS signal not received
- Apple CarPlay screen is black
- Apple CarPlay displays **No Device Connected** message
- Unable to use steering switch fast forward function
- Clock on full screen showing **0:00**
- Screen does not react to climate button being pressed
- Screen freezes when changing from **Bluetooth**® to Apple CarPlay screen
- **No Bluetooth** connected message appears although phone is still connecting
- Call history not shown
- Unable to switch to LaneWatch camera
- **Bluetooth** Audio sound skips
- Audio unit on but meter display says off
- Trip history does not show MPG information
- ADA unit thinks vehicle is moving when it is stationary
- Blue patches appear on display
- AHA app starts by itself
- ADA shows Apple CarPlay screen after text message received
- Phone menu screen layout is different
- Phone book entries will not display in meter screen
- Volume output does not match volume indicator on the display
- When switching between BTA and Apple CarPlay, Apple CarPlay display goes black
- Compass stays on N on meter display
- Service item B not displayed on maintenance info screen
- Clock is off by 1 hour
- USB displays **Loading** message
- Unable to answer receiving call
- AM radio stations have a lot of static.
- **Bluetooth** HandsFreeLink® noise when adjusting volume
- Display not dimming
- Display goes black while receiving a call when Apple CarPlay is connected and using steering remote to change source

Fig. 5. Defect symptoms as listed in TSB 18-001.

49. Discovery will confirm that the Infotainment Defect in all Class Vehicles is caused by improperly designed, programmed, and/or calibrated software in the Class Vehicles.

50. The Infotainment System Defect alleged is inherent in, and the same for, all Class Vehicles.

51. Discovery will show that Honda was aware of material facts regarding the

1 Infotainment System Defect but failed to disclose them to consumers. As a result of this failure,
2 Plaintiff and Class Members have been damaged.

3 **The Infotainment System Defect Poses an Unreasonable Safety Hazard**

4 52. The Infotainment System Defect poses an unreasonable safety hazard. The
5 Defect causes drivers to become distracted, by impairing or rendering inoperative many of the
6 Infotainment System's safety features.

7 53. For example, once the Defect has manifested, the driver is unable to navigate to
8 the needed function because the display is inoperative. Thus, a driver often cannot, among other
9 things: (1) pair an electronic device using Bluetooth; (2) answer calls or make calls, even if the
10 driver's cellular phone was paired via Bluetooth before the Defect manifested; or (3) use the
11 navigation system by viewing nearby vendors, such as gas stations, on the display, or entering
12 destinations into the navigation system.

13 54. Even more troubling, the Defect often results in distortion, masking, or canceling
14 out of the rear-view camera's images, rendering the camera unusable. Rear-view cameras are
15 required safety devices in all passenger automobiles. *See* 49 CFR § 571.111 (2018).

16 55. Drivers become accustomed to the use of the back-up and blind-spot cameras,
17 and their driving habits naturally adapt accordingly. Thus, when these video feeds become
18 unreliable, they cause unsafe conditions in several ways. For example, when the blind spot feed
19 fails, drivers continue to, out of habit, look at the blank screen for cues about blind spots and
20 obstructions, only to realize the screen is blank and that they must adjust their driving behaviors
21 in real time, disregarding the blank screen and turning around to look out of the windows. Those
22 few seconds are of critical importance, and the need to adjust one's habits and correct for the
23 Defect clearly contributes to the risk of collisions and injuries.

24 56. Likewise, a reliable, real-time feed for the back-up camera is critical for safety.
25 A freezing back-up camera feed can give the driver the false impression that there are no
26 obstructions behind their vehicle as they reverse. If a small child were to approach the vehicle
27 with the camera frozen, the driver would be unable to see them and be fooled by the system into
28 believing they could safely continue to reverse.

1 57. In addition to the obvious safety risk that an inoperable rear-view camera poses
2 to drivers who may not see obstructions or small children and animals that would otherwise be
3 visible in the Infotainment System display, the Defect causes distracted driving and presents an
4 unreasonable safety hazard instead of enhancing safety, as advertised.

5 58. For example, in 2017, distracted driving killed 3,166 people. According to the
6 Centers for Disease Control (“CDC”), there are three types of distracted driving: (1) visual (*i.e.*,
7 not focusing on the road); (2) cognitive (*i.e.*, thinking about something other than the road and
8 immediate driving needs); and (3) manual (*i.e.*, physically taking one’s hands off the steering
9 wheel).³

10 59. The Infotainment System Defect poses a safety risk by distracting drivers in all
11 three ways highlighted by the CDC: (1) drivers are unable to read or see the screen clearly,
12 causing them to divert their eyes from the road longer than under normal conditions; (2) drivers
13 become focused on, and frustrated by, the malfunctioning display while driving; and (3) when
14 the display works intermittently or inconsistently, drivers must remove their hands from the
15 steering wheel more frequently and for longer periods of time than when the Infotainment
16 System functions as it was advertised to do.

17 60. Federal law requires automakers like Honda to be in close contact with NHTSA
18 regarding potential auto defects, including imposing a legal requirement (backed by criminal
19 penalties) compelling the confidential disclosure of defects and related data by automakers to
20 NHTSA, including field reports, customer complaints, and warranty data. *See TREAD Act*, Pub.
21 L. No. 106-414, 114 Stat.1800 (2000).

22 61. Automakers have a legal obligation to identify and report emerging safety-related
23 defects to NHTSA under the Early Warning Report requirements. *Id.* Similarly, automakers
24 monitor NHTSA databases for consumer complaints regarding their automobiles as part of their
25 ongoing obligation to identify potential defects in their vehicles, including those which are
26 safety related. *Id.* Thus, Honda knew or should have known of the many complaints about the

27 _____
28 ³ See NHTSA, “U Drive. U Text. U Pay” available at: <https://www.NHTSA.gov/risky-driving/distracted-driving> (last accessed September 13, 2022).

1 Infotainment System Defect logged by NHTSA Office of Defects Investigation (ODI). The
2 content, consistency, and disproportionate number of those complaints alerted, or should have
3 alerted, Honda to the Infotainment System Defect.

4 62. With respect solely to the Class Vehicles, the following are but a few examples
5 of the many complaints concerning the Infotainment System Defect which are available through
6 NHTSA's website, www.safercar.gov. Many of the complaints reveal that Honda, through its
7 network of dealers and repair technicians, has been made aware of the Infotainment System
8 Defect. In addition, the complaints indicate that despite having knowledge of the Infotainment
9 System Defect and even armed with knowledge of the exact vehicles affected, Honda often
10 refused to diagnose the defect or otherwise attempt to repair it while Class Vehicles were still
11 under warranty.

12
13 a. **DATE OF INCIDENT:** October 8, 2021

DATE COMPLAINT FILED: January 16, 2022

14 **NHTSA/ODI ID:** 11447688

15 **SUMMARY:** In early October 2021, my infotainment display screen stopped
16 working. As a consequence, my rear view, and right side view cameras no longer
17 show on the display screen. This has become a safety issue for me because I
18 cannot see if other vehicles are in the right lane when I am planning to change to
19 the right lane, or planning to make a right turn. Also, I can no longer rely on my
20 rear view camera when I am trying to back out of a parking spot, or my driveway.
21 I took my car back to the dealer, and they told me that this HAS NOT been
22 reported by other 2020 Honda Civic owners. They also told me that they need to
23 order the part to repair it, but that it will take 2-6 weeks for the part to arrive. It
24 has now been over 12 weeks and the part has not arrived. During the past 12
25 weeks, there were a few times where other drivers had to blow their horns at me
26 as I tried to pass into the right lane. I have also had a few close encounters with
27 pedestrians while I was backing out of a parking lot in shopping centers. Have
28 any other 2020 Honda Civic owners reported problems with their infotainment
display screens not working? Thank you

b. **DATE OF INCIDENT:** December 19, 2019

DATE COMPLAINT FILED: March 5, 2020

NHTSA/ODI ID: 11316231

SUMMARY: AUDIO SYSTEM WILL INTERMITTENTLY DISABLE
SOUND OUTPUT ON ALL CHANNELS: BLUETOOTH, AM, FM, XM
RADIO, PHONE CALLS, ETC. CAR AUDIO AMPLIFIER OVER HEATING.
TEMPERATURE MEASURED AT 197 DEGREES F. RISK OF FIRE. IN
ORDER TO RESUME AUDIO OUTPUT, VEHICLE MUST BE
COMPLETELY SHUTDOWN AND RESTARTED. WHEN THE RADIO IS

1 OPERATIONAL FOR A CERTAIN PERIOD OF TIME AT A CERTAIN
2 VOLUME IT OVERHEATS AND SHUTS DOWN.

3 c. **DATE OF INCIDENT:** February 1, 2020
4 **DATE COMPLAINT FILED:** February 23, 2020
5 **NHTSA/ODI ID:** 11310910

6 **SUMMARY:** THE COMPUTER SYSTEM IS UNSTABLE AND
7 MALFUNCTIONS ROUTINELY BY ALL EQUIPMENT SYMBOLS
8 FLASHING MALFUNCTIONS SIMULTANEOUSLY. ADDITIONALLY,
9 THE AC AND HEATER HAVE FAILED AFTER ONLY 5000 MILES
10 DRIVEN. THE ENTIRE AC SYSTEM IS SCHEDULED TO BE REPLACED.

11 d. **DATE OF INCIDENT:** May 11, 2022
12 **DATE COMPLAINT FILED:** May 11, 2022
13 **NHTSA/ODI ID:** 11464214

14 **SUMMARY:** When selecting Reverse, the rearview camera usually displays
15 quickly, but sometimes takes several seconds to display, or doesn't display at all
16 (the screen remains black). This detracts from my ability to reverse safely. The
17 radio / vehicle information display usually responds quickly to a button press, but
18 sometimes can take several seconds to respond. Since I don't anticipate the delay,
19 I tend to continue watching the screen while I'm waiting for it to react, instead of
20 paying attention to the road. Especially while driving at highway speeds, these
21 intermittent, variable delays can take my attention away from the road for a
22 dangerous amount of time before I realize I'm not watching the road as I should
23 be. Since the rearview camera uses the radio display, I think these issues may be
24 related. This has been going on since the car was new.

25 e. **DATE OF INCIDENT:** July 19, 2020
26 **DATE COMPLAINT FILED:** August 7, 2020
27 **NHTSA/ODI ID:** 11343876

28 **SUMMARY:** I STARTED THE VEHICLE. MONITOR SCREEN WAS ALL
BLACK (RADIO/ AC CONTROL PANEL). TURNED CAR OFF TO SEE IF
SCREEN WOULD RESET. I TRIED BUTTON TO SEE IF SIDE TURN
CAMERA WOULD TURN ON OR RESET ISSUE. IT DID NOT. DROVE 26
MILES SCREEN ALL BLACK. NO SIDE TURN BLINKER. NO RADIO.
PARKED RESTARTED CAR 4 MORE TIMES. SCREEN STILL ALL BLACK.
ERROR CODE APPEARED STATING 'DALAUNCHER ISN'T
RESPONDING. WOULD YOU LIKE TO CLOSE IT'

f. **DATE OF INCIDENT:** November 21, 2019
DATE COMPLAINT FILED: November 21, 2019
NHTSA/ODI ID: 11281488

SUMMARY: SEVERAL ISSUES WITH THE TOUCH SCREEN, WHEN
COLD OUT THE SCREEN WILL NOT COME ON, ONLY DISPLAYS A
BLANK WHITE SCREEN. THIS REQUIRES SEVERAL RESTARTS,
SCREEN GOES BLANK (BLACK) LOSE ALL CONTROLS AND RADIO.
EVEN AFTER PULLING OVER AND RESTARTING THE VEHICLE
SEVERAL TIMES, SOMETIMES IT WILL NOT COME BACK ON FOR
MILES AND THEN COMES IN AND OUT UNTIL IT FULLY REBOOTS.

1 WILL MAKE A TONE AND SHUT DOWN THE ENTIRE SCREEN DURING
2 NAVIGATION AND AFTER PULLING OVER AND RESTARTING THE
3 VEHICLE SEVERAL TIMES, WILL SOMETIMES NOT RE-ENGAGE
4 NAVIGATION AT ALL, UNTIL NEXT DAY.

5 g. **DATE OF INCIDENT:** July 1, 2019

6 h. **DATE COMPLAINT FILED:** July 1, 2019

7 **NHTSA/ODI ID:** 11228617

8 **SUMMARY:** ON THE 1ST OF JULY 2019. AFTER I START THE CAR IN
9 THE MORNING, THEN I PUT IT INTO REVERSE GEAR TO BACK UP
10 FROM THE PARKING SPACE. BUT THE BACKUP CAMERA TURNS THE
11 PURPLE SCREEN.

12 i. **DATE OF INCIDENT:** June 17, 2019

13 **DATE COMPLAINT FILED:** June 17, 2019

14 **NHTSA/ODI ID:** 11220533

15 **SUMMARY:** BACK UP CAMERA IS FUZZY WITH VERY LOW
16 RESOLUTION ESPECIALLY DURING THE EVENING OR LOWER
17 DAYLIGHT. THIS MAY CAUSE SERIOUS INJURY SINCE RESOLUTION
18 IS VERY POOR. CAMERA LENS IS NOT DIRTY OR SCRATCHED.

19 j. **DATE OF INCIDENT:** August 22, 2018

20 **DATE COMPLAINT FILED:** January 14, 2019

21 **NHTSA/ODI ID:** 11169979

22 **SUMMARY:** 2018 HONDA CIVIC - EX-L INFOTAINMENT SCREEN
23 (RADIO, HEAT, NAVIGATION SYSTEM, A/C, ETC CONTROLS
24 TOUCHSCREEN) WILL FLASH OFF AND ON WHILE DRIVING
25 INCLUDING DURING BACKUP CAMERA AND NAVIGATION SYSTEM
26 USE. ISSUE IS INTERMITTENT AND NOT PREDICTABLE. HONDA
27 DEALERSHIP HAS ATTEMPTED TWO RE-FLASHES OF THE SOFTWARE
28 TO CORRECT THE ISSUE WITH NO POSITIVE RESULT. HONDA
REPRESENTATIVE STATES THAT THE ISSUE HAS NO RESOLUTION
AND WILL DO NOTHING FURTHER TO CORRECT THE ISSUE ON MY
VEHICLE AND MAY HAVE A FIX AT SOME POINT IN THE FUTURE.

k. **DATE OF INCIDENT:** July 11, 2018

DATE COMPLAINT FILED: January 29, 2018

NHTSA/ODI ID: 11110782

SUMMARY: (4 COMPLAINTS, ALL POSSIBLY ELECTRICAL) 1) KEY
NOT DETECTED IN VEH ERROR, WHILE DRIVING VEHICLE, I HAVE
THE KEY NOT CONNECTED TO ANYTHING AND NO LONGER IN A
POUCH, MY CAR BEEPS AND SAYS "KEY NOT DETECTED IN THE
VEHICLE) THIS HAS HAPPENED WHILE DRIVING ON THE STREET AND
FREEWAY. IT IS A RANDOM OCCURRENCE BUT HAPPENS ON A DAILY
BASIS. 2) BLUETOOTH IS NOT CLEAR ON THE PERSON SPEAKING TO
ME'S SIDE. OTHER PERSON STATES AS WELL AS HONDA TECH LINE
STATES IT IS UNCLEAR, MUFFLED, AND LOUD INTERFERENCE WITH
MY VOICE HAPPENS WHILE USING BLUETOOTH. 3) CAR PLAY: DUE TO
BLUETOOTH ISSUE I STARTED ONLY TAKING CALLS WHILE USING

1 CAR PLAY. ONCE I STARTED USING I STARTED HAVING THE ISSUE
2 OF IT STATING RANDOMLY AFTER BEING SUCCESSFULLY
3 CONNECTED"CAR PLAY NOT SUPPORTED" WHILE IN THE MIDDLE OF
4 A CALL IT WILL DISCONNECT AND I WILL HAVE TO PULL OVER TO
5 ATTEMPT TO RECONNECT. RIGHT AFTER CAR PLAY WILL CONNECT
6 AGAIN AND WORK UNTIL IT RANDOMLY DISCONNECTS AGAIN
7 SAYING CAR PLAY NOT SUPPORTED. NOTE: WITH CAR PLAY AND
8 BLUETOOTH ISSUE I HAVE TAKEN CAR INTO DLR MULTIPLE TIMES
9 STARTING WITH THE DAY AFTER THE VEH WAS PURCHASED IN
10 1/29/2018 NO RESOLUTION SO FAR TO DATE. DLR HAS REPLACED
11 MICROPHONE, AND STILL NO RESOLUTION AS OF YET 4) DRIVER
12 WINDOW MAKES WEIRD SOUND LIKE IT IS COMING OFF THE TRACK,
13 TOOK INTO DLR AND THEY REPLACED THE MOTOR FOR THE
14 WINDOW, THE WINDOW STILL HAS ISSUE. ** I HAVE MORE PHOTOS
15 OF RECORDS FROM TAKING VEH INTO DLRSHIP. BUT THIS FORM
16 ONLY ALLOWS ME TO UPLOAD 5

17 **DATE OF INCIDENT:** September 30, 2018

18 **DATE COMPLAINT FILED:** September 30, 2018

19 **NHTSA/ODI ID:** 11132370

20 **SUMMARY:** SIDE PASSENGER LANE WATCH CAMERA
21 INTERMITTENTLY DOESN'T TURN ON CREATING A SAFETY ISSUE.

22 1. **DATE OF INCIDENT:** December 16, 2016

23 **DATE COMPLAINT FILED:** March 23, 017

24 **NHTSA/ODI ID:** 10968167

25 **SUMMARY:** TL* THE CONTACT OWNS A 2017 HONDA CIVIC. THE
26 CONTACT STATED THAT THE VEHICLE'S NAVIGATION SYSTEM
27 FAILED. ALTHOUGH THEY WERE ON THE FREEWAY, THE
28 NAVIGATION SYSTEM RE-ROUTED THEM AS THOUGH THEY WERE
ON THE STREET. THE CONTACT ALSO STATED THAT THE VEHICLE'S
RADIO FAILED. THE FAILURES OCCURRED WITHOUT WARNING. THE
VEHICLE WAS TAKEN TO THE DEALER WHERE IT WAS DIAGNOSED
THAT THE SYSTEM NEEDED A SOFTWARE UPDATE. THE VEHICLE
WAS REPAIRED; HOWEVER, THE RADIO STILL FAILED. THE VEHICLE
WAS TAKEN BACK TO THE DEALER WHERE IT WAS DIAGNOSED
THAT THE TUNER AND ANTENNA NEEDED TO BE REPLACED. THE
VEHICLE WAS REPAIRED, BUT THE REARVIEW AND PASSENGER SIDE
CAMERAS FAILED. THE VEHICLE WAS AGAIN RETURNED TO THE
DEALER WHERE IT WAS DIAGNOSED THAT THE ELECTRICAL
CONSOLE NEEDED TO BE REPLACED. THE MANUFACTURER WAS
NOTIFIED OF THE FAILURE. THE FAILURE MILEAGE WAS
APPROXIMATELY 4,900.

29 m. **DATE OF INCIDENT:** November 5, 2020

30 **DATE COMPLAINT FILED:** January 25, 2021

31 **NHTSA/ODI ID:** 11389867

32 **SUMMARY:** MY 2017 HONDA CIVIC EX-T COUPE SHUTS DOWN MY
33 DIGITAL SCREEN AND AUDIO SYSTEM WITH THE MESSAGE "AMP IS

1 IN PROTECTION MODE" THIS THEN MAKES ANY HANDS FREE
2 DEVICES TURN COMPLETELY OFF FROM THE CAR. THIS IS A SAFETY
3 ISSUE BECAUSE IN MY STATE, CELL PHONES AND ANY OTHER FORM
4 OF ELECTRONICS ARE NOT PERMITTED. SO WHEN BEING ON THE
5 PHONE OR USING GPS IT SHUTS EVERYTHING DOWN AND THATS A
6 MAJOR SAFETY CONCERN. I RECENTLY WENT TO MANY HONDA
7 DEALERS AND THEY HAVE CONTACTED HONDA NORTH AMERICA
8 BUT THEY TOLD ME HONDA DOES NOT KNOW WHAT THE PROBLEM
9 COULD BE AND THAT THEY RECALLED THE 2016 HONDA CIVICS FOR
10 A SIMILAR ISSUE, BUT SINCE THEY DIDN'T RECALL THE 2017 HONDA
11 CIVICS THEN THERE IS NOTHING THEY CAN DO. THIS PROBLEM IS
12 STRESSING ME OUT BECAUSE I CAN'T FOLLOW THE DIRECTIONS ON
13 MY GPS OR ANSWER IMPORTANT CALLS IF NEEDED. ALSO I WENT
14 TO AUDIO TECHS WHO TOLD ME THIS IS THE MOST BIZARRE
SITUATION THEY'VE EVER EXPERIENCED. I DO NOT THINK IT IS FAIR
FOR ME TO PAY ALL OF THIS MONEY ON MY NEW CAR (ONLY OWNED
FOR 3 MONTHS). I AM ALSO A FIRST TIME BUYER AND THIS MAKES
ME REGRET EVER BUYING A CAR! THE VEHICLE IS ON FOR A FEW
MINUTES AND THEN THE MESSAGE OCCURS AND THEN SHUTS OFF
EVERYTHING. I EVEN GOT MY WHOLE AUDIO SYSTEM AND AMP
TAKEN OUT FOR FURTHER TESTS AND NO-ONE SEEMS TO KNOW. IF
YOU GUYS CAN HELP IN ANYWAY TO RECALL THE 2017 CIVICS WITH
THIS ISSUE THAT WOULD BE GREATLY APPRECIATED. THANK YOU.

n. **DATE OF INCIDENT:** Augst 20, 2020

DATE COMPLAINT FILED: August 28, 2020

NHTSA/ODI ID: 11351896

16 **SUMMARY:** THE HEAD UNIT/DISPLAY STOPPED WORKING ABOUT A
17 WEEK AGO. AT FIRST, NOTHING WOULD COME ON. I THOUGHT IT
18 MAY HAVE BEEN A FUSE, OR IT NEEDED REBOOTED. I
19 DISCONNECTED THE BATTERY AND IT STILL CONTINUED TO ACT UP.
20 THE BACK-UP AND PASSENGER SIDE CAMERAS WON'T WORK
21 PROPERLY, THE CLIMATE CONTROLS WON'T WORK AS I CAN'T
22 CHANGE THE AIR FLOW OR TEMPERATURE, THE BLUETOOTH WON'T
23 WORK OR CONNECT, AND THE AUDIO CONTROLS WON'T WORK OR
24 ARE SEVERELY DELAYED. THIS CREATES MULTIPLE SAFETY ISSUES
25 WHILE DRIVING: 1. THE AUDIO WILL RANDOMLY TURN ON, AND AT
26 HIGH VOLUMES DUE TO THE FACT THAT I CANNOT CONTROL THE
27 VOLUME OR TURN IT ON OR OFF. 2. THE BACK-UP AND/OR SIDE
CAMERAS WILL GET STUCK ON THE SCREEN, WHICH CREATES A
DISTRACTION WHILE DRIVING. 3. THE BLUETOOTH WON'T WORK,
WHICH IS A HUGE SAFETY CONCERN DUE TO 'HANDS-FREE' LAWS IN
MOST STATES. 4. THE CLIMATE CONTROLS WON'T WORK
CORRECTLY AND, THEREFORE, I CANNOT USE THE FRONT DEFROST.
WHEN TAKEN TO THE HONDA DEALERSHIP, THEY CLAIM THAT IT
WILL COST \$4,000 TO REPLACE. \$4,000 ON A 3-YEAR OLD VEHICLE,
WITH NO OTHER MAJOR ISSUES.


o. **DATE OF INCIDENT:** November 8, 2019

1 **DATE COMPLAINT FILED:** November 8, 2019
2 **NHTSA/ODI ID:** 11278820

3 **SUMMARY:** I HAVE HAD ISSUES WITH MY NAVIGATION SYSTEM
4 WHEN I PLUG IN MY PHONE INTO THE JACK IN THE CAR. I HAVE
5 DRIVEN MY VEHICLE TO MY HONDA DEALER AND THEY WITNESSED
6 MY VEHICLE ACTUALLY REMOVE MY PHONE AND REPLACE IT WITH
7 SOMEONE ELSE'S PHONE IN MY VEHICLE. MY VEHICLE WILL NOT
8 RECOGNIZE THE PHONE ALSO EVEN THOUGH I HAVE MY
9 BLUETOOTH ON MY I PHONE AND IT WILL NOT PAIR WITH MY
10 VEHICLE AS WELL NUMEROUS TIMES. THE TECH AT HONDA STATED
11 TO ME IT IS AS IF SOMEONE ELSE IS CONTROLLING THE VEHICLE
12 THROUGH YOUR RADIO FREQUENCY. MY CAR HAS BEEN UNLOCKED
13 AT TIMES. ETC. I ASKED HOW THIS CAN OCCUR AND HE STATED IF
14 SOMEONE HAS YOUR RADIO ID OR YOUR KEY FOB NUMBERS. THIS
15 IS STILL OCCURRING EVEN THOUGH HONDA RE SET THE
16 NAVIGATION SYSTEM AND SETTINGS TO FACTORY DEFAULT. NOW
17 MY TRUNK WILL NOT STAY CLOSED IF SOMETHING IS IN THE
18 TRUNK. HAPPENS AT ALL TIMES IN MOTION, STAYING STILL.

12 **Customer Complaints on Third-Party Websites**

13 63. Similarly, complaints posted by consumers in internet forums demonstrate that
14 the defect is widespread and dangerous and that it can manifest without warning and/or suitable
15 repair. The complaints also indicate Honda's awareness of the problems with the Infotainment
16 System and how potentially dangerous the defect is for consumers. The following are a sample
17 of consumer complaints (spelling and grammar mistakes remain as found in the original):

18 64. On carproblemzoo.com, a consumer of a 2017 Honda Civic posted the following:
19 july 2017 is when I first noticed my car automatically re-setting while I was
20 driving down the florida turnpike at legal speed of 70 miles an hour! all of a
21 sudden the car's dashboard illuminated with every colored warning light &
22 a spinning-doted circle light as if car computer was searching for a signal or
23 being remotely reset! the radio turned off, the screen went black, the
24 computer dashboard flashed until finally the  Honda logo appeared on
25 the radio screen resetting itself. Scaring me to believe the car was shutting
26 down or about to malfunction while I was driving! three months later the
27 radio, satellite, side mirror camera, rear backup camera every thing
28 associated with the computer brain of this car completely went out! nothing

1 can be reset through the radio as it's just stuck. Honda dealership has no
2 explanation other replacement for safety! dealership reached out to Honda
3 for assistance as I've exceeded 36,000 mile complementary warranty. Honda
4 actually took responsibility for this malfunction at first, stating they would
5 pay/cover majority of cost leaving balace of \$300. I found this to be crazy,
6 as this electical malfunction was no fault of my own & should initiate recall!
7 as I now have no way of knowing if all system warning lights are error or
8 actual safety warnings! I have no rear camera or side mirror camera due to
9 this radio/computer malfunction! this is a danger driving this car so I
10 contacted Honda and explained I was willing to pay the \$300 for
11 replacement. Only to be told their offer to pay/cover malfunction errors was
12 no longer on the table, giving no reason why offer was revoked! the claims
13 adjuster and her manager then very rudely & disrespectfully hung up the
14 phone! I feel unsafe everytime behind the wheel of this car! please aid in
15 establishing a recall.

16 65. On carproblemzoo.com, a consumer of a 2019 Honda Civic posted the
17 following:

18 My camera that is supposed to assist in turning and seeing my blind spot is
19 always malfunctioning in my new 2019 Civic. Honda says they can't do
20 anything about that. I've already had to put new tires on my car - which I
21 suspect didn't have new tires on it when I purchased my new car. Replace
22 the battery, and my electronic features (radio screen and windows) like to
23 stop working and go black - including my side camera that's meant to assist
24 in lane changes. Additionally, my car melted in the sun. This has been a
25 known issue with Honda since 2011 and they haven't addressed that issue
26 or gave any warnings. My tires, and camera for blind spots is a safety issue
27 and the fact that my car is unreliable and melting(!) is troublesome and a
28 safety problem.

1 66. On civicforums.com, a consumer of a 2019 Honda Civic posted the following:
2 I have a 2019 Civic Touring. I have had it for 6 weeks and have have to do a
3 reboot on my infotainment system 7 times now. I use an iPhone XS Max with
4 it. It occurs when I have stopped for gas or fast food and turn the car off. I
5 then restart it and the Honda logo pops up and then the display goes BLANK.
6 Nothing else works after this. I have to reboot the infotainment. I took it in
7 to service at the Honda Dealership and they have nothing in their network
8 regarding this for 2019 Civics.
9 I have rebooted my iPhone. My updates are consistently current on my
10 iPhone. I have repaired the bluetooth with my iPhone and the intermittent
11 issue continues. They could not duplicate it at the dealership (par for the
12 course). I thought I would reach out to fellow civic owners for some help!

13 67. On 10thcivicforum.com, another consumer posted the following:
14 I have had my 17' EX-L hatchback for about two weeks now and have about
15 200 miles on it. Everything was going great, but now all of a sudden the
16 screen on my infotainment system flickers off every 30 seconds or so. I can't
17 change radio stations, I can't power it off, I can't adjust AC, fan speed, or
18 climate controls. None of the menu, power, power etc. buttons work on the
19 left side of the screen. Any one else having same issue?

20 68. On civicx.com, another consumer posted the following:
21 This happens almost all the time Anyone else been having their system act
22 stupid? Mine doesn't turn on with the car and is non-responsive to any touch
23 panel buttons, steering wheel controls or any other input probably 1 out of
24 10 starts. Eventually it will reboot while driving for a while, like it suddenly
25 realized it was being stupid. Yesterday I had it lock up on me (stuck volume,
26 no control over anything related to the infotainment) while I was in a drive
27 thru. Was pretty annoying because I couldn't turn the music to hear the
28 window guy. Help me because no one else does.

1 69. On 10thcivicforum.com, another consumer posted the following:

2 I have been having a lot of software issues with my 2016 EX-T. The Honda
3 Link does not work most of the time, the clock will not update, the Bluetooth
4 does not recognize my phone and the Android Auto hardly ever works and
5 this is after having in the shop twice in the past 2 months! Anyone else
6 having these issues?

7 **Honda Had Superior and Exclusive Knowledge of the Infotainment System Defect**

8 70. Honda had superior and exclusive knowledge of the Infotainment System Defect
9 and knew or should have known that the defect was not known or reasonably discoverable by
10 Plaintiff and Class Members before they purchased or leased the Class Vehicles.

11 71. Discovery will show that before Plaintiff purchased her Class Vehicle, and since
12 at least 2015, Honda knew about the Infotainment System Defect through sources not available
13 to consumers, including pre-release testing data, early consumer complaints to Honda and its
14 dealers who are their agents for vehicle repairs, consumer complaints regarding earlier model
15 years equipped with the same Infotainment System, testing conducted in response to those
16 complaints, high failure rates and replacement part sales data, consumer complaints to NHTSA
17 (which Honda monitors), by developing TSBs in an effort to address the Infotainment System
18 Defect, and through other aggregate data from Honda dealers about the problem. TSBs are
19 issued exclusively to Honda's dealerships and service providers and are not disseminated to
20 consumers, even if their vehicles receive services as outlined in the bulletins.

21 72. Honda is experienced in the design and manufacture of consumer vehicles. As
22 an experienced manufacturer, Honda conducts tests, including pre-sale durability testing, on
23 incoming components, including the Infotainment System, to verify the parts are free from
24 defect and align with Honda's specifications. Thus, Honda knew or should have known the
25 Infotainment System was defective and prone to put drivers in a dangerous position due to the
26 inherent risks of the Infotainment System Defect.

27 73. Additionally, discovery will show that Honda knew of the impact of this defect
28 from the sheer number of reports received from dealerships. Honda's customer relations

1 department, which interacts with individual dealerships to identify potential common defects,
2 has received numerous reports regarding the defect, which led to the release of TSBs and dealer
3 communications. Honda's customer relations department also collects and analyzes field data
4 including, but not limited to, repair requests made at dealerships, technical reports prepared by
5 engineers who have reviewed vehicles for which warranty coverage is being requested, parts
6 sales reports, and warranty claims data.

7 74. Defendants' warranty department similarly analyzes and collects data submitted
8 by its dealerships to identify warranty trends in its vehicles. It is Defendants' policy that when
9 a repair is made under warranty the dealership must provide Honda with detailed documentation
10 of the problem and a complete disclosure of the repairs employed to correct it. Dealerships have
11 an incentive to provide detailed information to Defendants, because they will not be reimbursed
12 for any repairs unless the justification for reimbursement is sufficiently detailed.

13 75. Well before the first Class Vehicle was sold, and as early as 2012, Honda knew
14 or should have known that the Infotainment Systems were defective in design and/or
15 manufacture and that the Defect would adversely affect the drivability of the Class Vehicles and
16 cause safety hazards, including driver distraction. Honda first began using Honda Link, as well
17 as substantially similar Infotainment Systems as the Class Vehicles, in 2013 Honda Accords, as
18 touted in multiple Honda press releases.⁴

19 76. Indeed, beginning in 2014, Honda began a Customer Satisfaction Campaign,
20 referencing TSB No. 13-001, for 2013 Honda Accord owners and lessees, asking them to visit
21 "any authorized Honda dealer" for free repair to the "software for your audio or audio-

22
23 ⁴ See Honda Media Newsroom, All-New 2013 Honda Accord Brings Remarkable Levels
24 of Luxury, Agility, Efficiency and Sophistication to Midsize Segment's Legendary Nameplate
25 (Sep. 5, 2012), available at: <https://hondanews.com/en-US/releases/release-765a073c8fec45f187cf94af5947aca4-all-new-2013-honda-accord-brings-remarkable-levels-of-luxury-agility-efficiency-and-sophistication-to-midsize-segment-s-legendary-nameplate>
26 (last accessed September 14, 2022); see also New Cloud-Based HondaLink™ Connected Car
27 System Helps Drivers Put Away Their Phones While Maintaining Intuitive Access to Their
28 Favorite Media (July 18, 2012), available at:

<https://hondanews.com/en-US/releases/release-c7d4bf687fb74cc3a591c8864529caf6-new-cloud-based-hondalink-connected-car-system-helps-drivers-put-away-their-phones-while-maintaining-intuitive-access-to-their-favorite-media> (last accessed September 14, 2022).

1 navigation unit” in order to address “known audio, HandsFreeLink, and navigation system
2 bugs.”

3 77. In February 2018, Honda issued TSB 18-001 for certain Class Vehicles. The TSB
4 was titled “Audio Unit/Audio-Navigation Unit Update: XM Check Tuner Message, GPS Signal,
5 Trip A History.” Specifically, the TSB was issued to correct “a problem with the audio/audio-
6 navigation unit software.” It addressed many symptoms of the Defect, as shown in Figure 5
7 above. The only repair procedure prescribed by the TSB was to “update the audio unit software
8 using the audio-navigation system update device.” Discovery will show that the problem
9 persisted despite these updates, and this TSB was superseded in June 2018, with TSB 20-23-
10 001 Version 2. This revised TSB addressed the same concerns but updated the repair procedure
11 images.

12 78. In October 2020, Honda issued TSB 20-0889 for certain Class Vehicles. The
13 TSB was titled “2018 Civic: Bluetooth HandsFreeLink Freezes After Calls: Voice Tags Are
14 Missing at Startup.” Specifically, the TSB was issued to correct a problem with the software
15 that would result in the Bluetooth system and Infotainment System display “freezing.” The only
16 repair procedure prescribed by the TSB was to “update the audio unit software.” Discovery will
17 show that the problem persisted despite these updates.

18 79. On January 22, 2021, Honda issued Communication No. 10186018-001, a
19 Technical Information & Support Group (“TISG”) priority action sent to authorized Honda
20 dealers by Honda, stating it was “searching for certain 2016-2020 Civics with a customer
21 complaint of the rearview camera screen appearing blank, foggy or blurry. To better understand
22 the cause of this condition, AHM would like to collect specific information from the vehicle
23 prior to you attempting a repair of any kind.” The communication went on to provide
24 instructions for providing the requested information to Honda. This TISG Communication was
25 re-issued to all Honda authorized dealers on February 15, 2021, under Communication No.
26 10187531-001, and March 10, 2021, under Communication No. 10189043-001, using precisely
27 the same language.

28 80. On October 1, 2021, Honda issued communication no. 10202268-001, a TISG

1 priority action sent to authorized Honda dealers by Honda, stating it was “searching for certain
2 2019-2020 Civics (2dr or 4dr) & CR-Vs with a customer complaint of the audio screen turning
3 black, blank or inop. To better understand the cause of this condition, AHM would like to
4 inspect the vehicle prior to you attempting a repair of any kind.” The communication went on
5 to provide instructions for providing the requested information to Honda.

6 81. On March 23, 2022, Honda issued Communication No. 10210077-001, a TISG
7 priority action sent to authorized Honda dealers by Honda, stating it was “searching for certain
8 2017-2018 Civic & CR-Vs with a customer complaint of an inop, blank, or black meter display
9 with no prior repairs. To better understand the cause of this condition, AHM would like to
10 inspect the vehicle prior to you attempting a repair of any kind.” The communication went on
11 to provide instructions for providing the requested information to Honda. This TISG
12 Communication was re-issued to all Honda authorized dealers on April 26, 2022, under
13 Communication No. 10211113-001 and using precisely the same language.

14 82. Discovery will show that each TSB, Customer Satisfaction Campaign, and TISG
15 communication issued by Honda was approved by managers, directors, and/or executives at
16 Honda. Therefore, discovery will show that Honda’s managers, directors, and/or executives
17 knew, or should have known, about the Infotainment System Defect, but refused to disclose the
18 Infotainment System Defect to prospective purchasers and owners, and/or actively concealed
19 the Infotainment System Defect.

20 83. The existence of the Infotainment System Defect is a material fact that a
21 reasonable consumer would consider when deciding whether to purchase or lease a Class
22 Vehicle. Had Plaintiff and other Class Members known of the Infotainment System Defect, they
23 would have paid less for the Class Vehicles or would not have purchased or leased them.

24 84. Reasonable consumers, like Plaintiff, expect that a vehicle’s Infotainment
25 System is safe, will function in a manner that will not pose a safety risk, and is free from defects.
26 Plaintiff and Class Members further reasonably expect that Honda will not sell or lease vehicles
27 with known safety defects, such as the Infotainment System Defect, and will disclose any such
28 defects to its consumers when it learns of them. They did not expect Honda to conceal and fail

1 to disclose the Infotainment System Defect to them, and to then continually deny its existence.

2 **Honda Has Actively Concealed the Infotainment System Defect**

3 85. Despite its knowledge of the Infotainment System Defect in the Class Vehicles,
4 Honda actively concealed the existence and nature of the defect from Plaintiff and Class
5 Members. Specifically, Honda failed to disclose or actively concealed at and after the time of
6 purchase, lease, or repair:

7 (a) any and all known material defects or material nonconformity of the Class
8 Vehicles, including the defects pertaining to the Infotainment System;

9 (b) that the Class Vehicles, including the Infotainment System, were not in
10 good working order, were defective, and were not fit for their intended purposes; and

11 (c) that the Class Vehicles and their Infotainment Systems were defective,
12 despite the fact that Honda learned of such defects as early as 2012.

13 86. Discovery will show that when consumers present their Class Vehicles to an
14 authorized Honda dealer for Infotainment System repairs, rather than repair the problem under
15 warranty, Honda dealers either inform consumers that their vehicles are functioning properly or
16 conduct repairs that merely mask the Infotainment System Defect.

17 87. Honda has caused Plaintiff and Class Members to expend money and/or time at
18 its dealerships to diagnose, repair or replace the Class Vehicles' Infotainment System and/or
19 related components, despite Honda's knowledge of the Infotainment System Defect.

20 **Defendants Have Unjustly Retained a Substantial Benefit**

21 88. Discovery will show that Defendants unlawfully failed to disclose the alleged
22 defect to induce Plaintiff and other putative Class Members to purchase or lease the Class
23 Vehicles.

24 89. Plaintiff further alleges that Defendants thus engaged in deceptive acts or
25 practices pertaining to all transactions involving the Class Vehicles, including Plaintiff's.

26 90. As discussed above, therefore, Plaintiff alleges that Defendants unlawfully
27 induced her to purchase her Class Vehicle by concealing a material fact (the defective
28 Infotainment System) and that she would have paid less for the Class Vehicle, or not purchased

1 it at all, had she known of the defect.

2 91. Accordingly, Defendants' ill-gotten gains, benefits accrued in the form of
3 increased sales and profits resulting from the material omissions that did - and likely will
4 continue to - deceive consumers, should be disgorged.

5 **Honda Authorized Dealers are Defendants' Agents**

6 92. In promoting, selling, and repairing its defective vehicles, Honda acts through
7 numerous authorized dealers who act as, and represent themselves to the public as, exclusive
8 Honda representatives and agents. That the dealers act as Honda's agents is demonstrated by the
9 following facts:

10 (a) The authorized Honda dealerships complete all service and repair
11 according to Honda's instructions, which Honda issues to its authorized dealerships
12 through service manuals, technical service bulletins ("TSBs"), technical tips ("TT"), and
13 other documents;

14 (b) Technicians at Honda dealerships are required to go to at least yearly
15 Honda-given trainings in order to remain certified to work on Honda-branded vehicles,
16 at which they receive training on proprietary systems, which provides guided, step-by-
17 step instructions on diagnosing and repairing Honda-branded vehicles;

18 (c) Consumers are able to receive services under Honda's issued New
19 Vehicle Limited Warranty only at Honda's authorized dealerships, and they are able to
20 receive these services because of the agreements between Honda and the authorized
21 dealers. These agreements provide Honda with a significant amount of control over the
22 actions of the authorized dealerships;

23 (d) The warranties provided by Honda for the defective vehicles direct
24 consumers to take their vehicles to authorized dealerships for repairs or services;

25 (e) Honda dictates the nature and terms of the purchase contracts entered into
26 between its authorized dealers and consumers;

27 (f) Honda controls the way in which its authorized dealers can respond to
28 complaints and inquiries concerning defective vehicles, and the dealerships are able to

1 perform repairs under warranty only with Honda’s authorization;

2 (g) Honda has entered into agreements and understandings with its
3 authorized dealers pursuant to which it authorizes and exercises substantial control over
4 the operations of its dealers and the dealers' interaction with the public, particularly the
5 advertising; and

6 (h) Honda implemented its express and implied warranties as they relate to
7 the defects alleged herein by instructing authorized Honda dealerships to address
8 complaints of the Defect by prescribing and implementing the relevant TSBs cited
9 herein.

10 93. Indeed, Honda’s warranty booklets make it abundantly clear that Honda’s
11 authorized dealerships are its agents for vehicle sales and service. The booklets, which are plainly
12 written for the consumers, not the dealerships, tell the consumers that to obtain warranty service,
13 “you should take your vehicle along with proof of the purchase date to a Honda automobile
14 dealer during normal service hours”; and “if your vehicle cannot be driven, contact the nearest
15 Honda automobile dealer for towing assistance.”

16 94. Accordingly, as the above paragraphs demonstrate, the authorized dealerships
17 are agents of Honda. Plaintiff and each of the members of the Class have had sufficient direct
18 dealings with either Honda or its agent dealerships to establish privity of contract between
19 Honda, on one hand, and Plaintiff and each of the members of the Class, on the other hand. This
20 establishes privity with respect to the express and implied warranty between Plaintiff and Honda.
21 It also establishes that Plaintiff was dealing with Honda through its authorized agent dealerships
22 when she was given the New Vehicle Limited Warranty associated with her vehicle, without any
23 ability to negotiate the terms of that Warranty.

24 **Defendants’ Warranties were Unconscionable**

25 95. Plaintiff signed a contract for sale with a Honda authorized dealer, and with that
26 sale, was presented with the terms of the Warranty as drafted by Honda. While Plaintiff has some
27 ability to negotiate price of the vehicle, she has no ability to negotiate the terms of the Warranty.
28 Plaintiff had no bargaining power with respect to the Warranty, was presented with it as a *fait*

1 *accompli*, and had to accept it in the exact form in which it was presented to her, which occurred
2 after the vehicle purchase transaction was completed. Plaintiff had no meaningful choice
3 regarding any aspect of the Warranty or its terms, including durational limitations of time and
4 mileage. The terms of the warranty unreasonably favored Defendants over Plaintiff and the
5 members of the Class; a gross disparity in bargaining power existed as between Defendants and
6 Class members; and Defendants knew or should have known that the Infotainment System Defect
7 would manifest in the Class Vehicles both before and after the Warranty, thereby rendering the
8 time and mileage limitations insufficient, inadequate, and unconscionable.

9 96. Honda drafted the terms of the Warranty in part by using its exclusive, superior
10 knowledge of the existence and likely manifestation of the Defect. Plaintiff and Class Members
11 were entirely ignorant of the Defect when purchasing their Vehicles and when presented with
12 the Warranty. Plaintiff's acceptance of the Warranty and its terms, including any disclaimers or
13 durational limits, was neither knowing nor voluntary. Defendants knew or should have known at
14 the time of sale that the Class Vehicles were defective and would fail prematurely solely because
15 of a defect in design, materials, and workmanship, to wit, the Infotainment System Defect.
16 Plaintiff and Class Members, on the other hand, had no notice of or ability to detect the Defect
17 prior to purchasing the Class Vehicles. For this reason, the terms of the Warranty unreasonably
18 favored Defendants over Plaintiff and Class Members, and Plaintiff's and Class Members'
19 acceptance of the Warranty's durational limitations, to the extent they are found to apply so as to
20 exclude instances where the Defect manifested outside of them, was neither knowing nor
21 voluntary, thereby rendering such limitation unconscionable and ineffective.

22 97. Honda's exclusive superior knowledge of the existence of the Defect and when
23 it would manifest influenced its analysis of the Defect and whether it should pay for a recall (*i.e.*,
24 if a defect is more likely to manifest within the durational limits, a recall is only fractionally
25 more expensive than warranty repairs; if it is more likely to manifest outside those limits, a recall
26 is exponentially more expensive than warranty repairs.)

27 98. Plaintiff was also not aware and could not have been aware that Honda would
28 willfully not inform her of the Defect which affects the safety of her vehicle and that the Defect

1 could manifest outside of the durational limit of the Warranty, despite Honda’s knowledge of
2 this. *See Carlson v. Gen. Motors Corp.*, 883 F.2d 287 (4th Cir. 1989), cert. denied, 495 U.S. 904
3 (1990) (““proof that GM knew of and failed to disclose major, inherent product defects would
4 obviously suggest that its imposition of the challenged ‘durational limitations’ on implied
5 warranties constituted ‘overreaching,’ and that the disclaimers themselves were therefore
6 ‘unconscionable.’”)

7 **TOLLING OF THE STATUTES OF LIMITATIONS**

8 99. Any applicable statute of limitations has been tolled by Honda’s knowing and
9 active concealment of the Infotainment System Defect and misrepresentations and omissions
10 alleged herein. Through no fault or lack of diligence, Plaintiff and members of the Class were
11 deceived regarding the Class Vehicles and could not reasonably discover the Defect or Honda’s
12 deception with respect to the Defect. Honda and its agents continue to deny the existence and
13 extent of the Defect, even when questioned by Plaintiff and members of the Class.

14 100. Plaintiff and members of the Class did not discover and did not know of any facts
15 that would have caused a reasonable person to suspect that Defendants were concealing a defect
16 and/or the Class Vehicles contained the Infotainment System Defect and the corresponding
17 safety risk. As alleged herein, the existence of the Infotainment System Defect was material to
18 Plaintiff and members of the Class at all relevant times. Within the time period of any applicable
19 statutes of limitations, Plaintiff and members of the Class could not have discovered through the
20 exercise of reasonable diligence the existence of the Defect or that the Defendants were
21 concealing the Defect.

22 101. At all times, Honda is and was under a continuous duty to disclose to Plaintiff
23 and members of the Class the true standard, quality, and grade of the Class Vehicles and to
24 disclose the Infotainment System Defect and corresponding safety risk due to their exclusive and
25 superior knowledge of the existence and extent of the Infotainment System in Class Vehicles.

26 102. Honda knowingly, actively, and affirmatively concealed the facts alleged herein.
27 Plaintiff and members of the Class reasonably relied on Honda’s knowing, active, and
28 affirmative concealment.

1 joinder is impracticable. The disposition of the claims of these Class Members in a single action
2 will provide substantial benefits to all parties and to the Court. The Class Members are readily
3 identifiable from information and records in Defendants' possession, custody, or control, as
4 well as from records kept by the Department of Motor Vehicles.

5 108. Typicality: Plaintiff's claims are typical of the claims of the Class in that
6 Plaintiff, like all Class Members, purchased or leased a Class Vehicle designed, manufactured,
7 and distributed by Honda. The representative Plaintiff, like all Class Members, has been
8 damaged by Defendants' misconduct in that they have incurred or will incur the cost of repairing
9 or replacing the defective Infotainment System and/or its components. Furthermore, the factual
10 bases of Honda's misconduct are common to all Class Members and represent a common thread
11 resulting in injury to the Class.

12 109. Commonality: There are numerous questions of law and fact common to
13 Plaintiff and the Class that predominate over any question affecting Class Members
14 individually. These common legal and factual issues include the following:

- 15 (a) Whether Class Vehicles suffer from defects relating to the Infotainment
16 System;
- 17 (b) Whether the defects relating to the Infotainment System constitute an
18 unreasonable safety risk;
- 19 (c) Whether Defendants knew about the defects pertaining to the
20 Infotainment System and, if so, how long Defendants have known of the defect;
- 21 (d) Whether the defective nature of the Infotainment System constitutes a
22 material fact;
- 23 (e) Whether Defendants have had an ongoing duty to disclose the defective
24 nature of the Infotainment System to Plaintiff and Class Members;
- 25 (f) Whether Plaintiff and the other Class Members are entitled to equitable
26 relief, including a preliminary and/or a permanent injunction;
- 27 (g) Whether Defendants knew or reasonably should have known of the
28 defects pertaining to the Infotainment System before they sold and leased Class

1 Vehicles to Class Members;

2 (h) Whether Defendants should be declared financially responsible for
3 notifying the Class Members of problems with the Class Vehicles and for the
4 costs and expenses of repairing and replacing the defective Infotainment System
5 and/or its components;

6 (i) Whether Defendants are obligated to inform Class Members of their right
7 to seek reimbursement for having paid to diagnose, repair, or replace their
8 defective Infotainment System and/or its components;

9 (j) Whether Defendants breached the implied warranty of merchantability
10 pursuant to the Magnuson-Moss Warranty Act;

11 (k) Whether Defendants breached the implied warranty of merchantability
12 pursuant to the Song-Beverly Act;

13 (l) Whether Defendants breached their express warranties under California
14 Law; and

15 (m) Whether Defendants breached express warranties pursuant to the Magnuson-
16 Moss Warranty Act.

17 110. Adequate Representation: Plaintiff will fairly and adequately protect the
18 interests of the Class Members. Plaintiff has retained attorneys experienced in the prosecution
19 of class actions, including consumer and product defect class actions, and Plaintiff intends to
20 vigorously prosecute this action.

21 111. Predominance and Superiority: Plaintiff and Class Members have all suffered,
22 and will continue to suffer, harm and damages as a result of Defendants' unlawful and wrongful
23 conduct. A class action is superior to other available methods for the fair and efficient
24 adjudication of the controversy. Absent a class action, most Class Members would likely find
25 the cost of litigating their claims prohibitively high and would therefore have no effective
26 remedy. Because of the relatively small size of the individual Class Members' claims, it is likely
27 that only a few Class Members could afford to seek legal redress for Defendants' misconduct.
28 Absent a class action, Class Members will continue to incur damages, and Defendants'

1 misconduct will continue unabated without remedy or relief. Class treatment of common
2 questions of law and fact would also be a superior method to multiple individual actions or
3 piecemeal litigation in that it will conserve the resources of the courts and the litigants and
4 promote consistency and efficiency of adjudication.

5 **FIRST CAUSE OF ACTION**

6 **(Violation of California’s Consumers Legal Remedies Act,**

7 **California Civil Code § 1750, *et seq.*)**

8 **(On Behalf of the CLRA Sub-Class)**

9 112. Plaintiff Chiulli incorporates by reference the allegations contained in the
10 preceding paragraphs of this Complaint.

11 113. Plaintiff Chiulli brings this cause of action on behalf of herself and the CLRA
12 Sub-Class.

13 114. Defendants are “persons” as defined by California Civil Code § 1761(c).

14 115. Plaintiff Chiulli and the CLRA Sub-Class members are “consumers” within the
15 meaning of California Civil Code § 1761(d) because they purchased their Class Vehicles
16 primarily for personal, family, or household use.

17 116. By failing to disclose and concealing the defective nature of the Infotainment
18 System from Plaintiff Chiulli and prospective CLRA Sub-Class members, Defendants violated
19 California Civil Code § 1770(a), as they represented that the Class Vehicles and their
20 Infotainment Systems had characteristics and benefits that they do not have and represented that
21 the Class Vehicles and their Infotainment Systems were of a particular standard, quality, or
22 grade when they were actually of another. *See* Cal. Civ. Code §§ 1770(a)(5) & (7).

23 117. Defendants’ unfair and deceptive acts or practices occurred repeatedly in
24 Defendants’ trade or business, were capable of deceiving a substantial portion of the purchasing
25 public, and imposed a serious safety risk on the public.

26 118. Defendants knew that the Class Vehicles and their Infotainment Systems suffered
27 from an inherent defect, were defectively designed, and were not suitable for their intended use.

28 119. As a result of their reliance on Defendants’ omissions, owners and/or lessees of

1 the Class Vehicles, including Plaintiff Chiulli, suffered an ascertainable loss of money,
2 property, and/or value of their Class Vehicles. Additionally, as a result of the Infotainment
3 System Defect, Plaintiff Chiulli and the CLRA Sub-Class members were harmed and suffered
4 actual damages in that the Class Vehicles' Infotainment Systems and their components are
5 substantially certain to fail before their expected useful life has run.

6 120. Defendants were under a duty to Plaintiff Chiulli and the CLRA Sub- Class
7 members to disclose the defective nature of the Infotainment System and/or the associated repair
8 costs because:

9 (a) Defendants were in a superior position to know the true state of facts
10 about the safety defect in the Class Vehicles' Infotainment System;

11 (b) Plaintiff Chiulli and the CLRA Sub-Class members could not reasonably
12 have been expected to learn or discover that their Infotainment System had a dangerous safety
13 defect until it manifested; and

14 (c) Defendants knew that Plaintiff Chiulli and the CLRA Sub-Class members
15 could not reasonably have been expected to learn of or discover the safety defect.

16 121. In failing to disclose the defective nature of the Infotainment System, Defendants
17 knowingly and intentionally concealed material facts and breached its duty not to do so.

18 122. The facts Defendants concealed from or failed to disclose to Plaintiff Chiulli and
19 the CLRA Sub-Class members are material in that a reasonable consumer would have
20 considered them to be important in deciding whether to purchase or lease the Class Vehicles or
21 pay less. Had Plaintiff Chiulli and the CLRA Sub-Class members known that the Class
22 Vehicles' Infotainment System was defective, they would not have purchased or leased the
23 Class Vehicles or would have paid less for them.

24 123. Plaintiff Chiulli and the CLRA Sub-Class members are reasonable consumers
25 who do not expect the Infotainment Systems installed in their vehicles to exhibit problems such
26 as the Infotainment System Defect. This is the reasonable and objective consumer expectation
27 relating to a vehicle's Infotainment System.

28 124. As a result of Defendants' conduct, Plaintiff Chiulli and the CLRA Sub-Class

1 members were harmed and suffered actual damages in that the Class Vehicles experienced and
2 will continue to experience problems such as the Infotainment System Defect.

3 125. As a direct and proximate result of Defendants’ unfair or deceptive acts or
4 practices, Plaintiff Chiulli and the CLRA Sub-Class members suffered and will continue to
5 suffer actual damages.

6 126. Plaintiff Chiulli and the CLRA Sub-Class members are entitled to equitable
7 relief.

8 127. Plaintiff Chiulli provided Defendants with notice of its violations of the CLRA
9 pursuant to California Civil Code § 1782(a). If, within 30 days, Defendants fails to provide
10 appropriate relief for its violations of the CLRA, Plaintiff Chiulli will amend this Complaint to
11 seek monetary, compensatory, and punitive damages, in addition to the injunctive and equitable
12 relief that she seeks now on behalf of herself and the CLRA Sub-Class.

13 **SECOND CAUSE OF ACTION**

14 **(Violation of California Business & Professions Code § 17200, *et seq.*)**

15 **(On Behalf of the California Sub-Class)**

16 128. Plaintiff Chiulli incorporates by reference the allegations contained in the
17 preceding paragraphs of this Complaint.

18 129. Plaintiff Chiulli brings this cause of action on behalf of herself and the California
19 Sub-Class (CA Sub-Class).

20 130. As a result of their reliance on Defendants’ omissions, owners and/or lessees of
21 the Class Vehicles, including Plaintiff Chiulli, suffered an ascertainable loss of money,
22 property, and/or value of their Class Vehicles. Additionally, as a result of the Infotainment
23 System Defect, Plaintiff Chiulli and the CA Sub-Class members were harmed and suffered
24 actual damages in that the Class Vehicles’ Infotainment System and/or its components are
25 substantially certain to fail before their expected useful life has run.

26 131. California Business & Professions Code § 17200 prohibits acts of “unfair
27 competition,” including any “unlawful, unfair or fraudulent business act or practice” and
28 “unfair, deceptive, untrue or misleading advertising.”

1 132. Plaintiff Chiulli and the CA Sub-Class members are reasonable consumers who
2 do not expect their Infotainment Systems to exhibit problems such as frequent Infotainment
3 System malfunction, freezing, or crashing, which in turn causes navigation, music/radio, display
4 screen, Bluetooth/phone, and backup camera inoperability, and frequent replacement or repair.

5 133. Defendants knew the Class Vehicles and their Infotainment Systems were
6 defectively designed or manufactured, would fail prematurely, and were not suitable for their
7 intended use.

8 134. In failing to disclose the Infotainment System Defect, Defendants have
9 knowingly and intentionally concealed material facts and breached its duty not to do so.

10 135. Defendants were under a duty to Plaintiff Chiulli and the CA Sub-Class members
11 to disclose the defective nature of the Class Vehicles and their Infotainment Systems because:

12 (a) Defendants were in a superior position to know the true state of facts
13 about the safety defect in the Class Vehicles' Infotainment Systems; and

14 (b) Defendants actively concealed the defective nature of the Class Vehicles
15 and their Infotainment Systems from Plaintiff Chiulli and the CA Sub-Class.

16 136. The facts Defendants concealed from or failed to disclose to Plaintiff Chiulli and
17 the CA Sub-Class members are material in that a reasonable person would have considered them
18 to be important in deciding whether to purchase or lease Class Vehicles. Had they known of the
19 Infotainment System Defect, Plaintiff Chiulli and the other CA Sub-Class members would have
20 paid less for Class Vehicles or would not have purchased or leased them at all.

21 137. Defendants continued to conceal the defective nature of the Class Vehicles and
22 their Infotainment Systems even after Plaintiff Chiulli and the other CA Sub-Class members
23 began to report problems.

24 138. Defendants' conduct was and is likely to deceive consumers.

25 139. Defendants' acts, conduct, and practices were unlawful, in that they constituted:

- 26 (a) Violations of California's Consumers Legal Remedies Act;
27 (b) Violations of the Song-Beverly Consumer Warranty Act;
28 (c) Violations of the Magnuson-Moss Warranty Act; and

1 (d) Breach of Express Warranty under California Commercial Code § 2313.

2 140. By their conduct, Defendants have engaged in unfair competition and unlawful,
3 unfair, and fraudulent business practices.

4 141. Defendants' unfair or deceptive acts or practices occurred repeatedly in
5 Defendants' trade or business and were capable of deceiving a substantial portion of the
6 purchasing public.

7 142. As a direct and proximate result of Defendants' unfair and deceptive practices,
8 Plaintiff Chiulli and the other CA Sub-Class members have suffered and will continue to suffer
9 actual damages.

10 143. Defendants have been unjustly enriched and should be required to make
11 restitution to Plaintiff Chiulli and the other CA Sub-Class members pursuant to §§ 17203 and
12 17204 of the Business & Professions Code.

13 **THIRD CAUSE OF ACTION**

14 **(Breach of Implied Warranty Pursuant to Song-Beverly**

15 **Consumer Warranty Act, California Civil Code §§ 1792 and 1791.1, et seq.)**

16 **(On Behalf of the Implied Warranty Sub-Class)**

17 144. Plaintiff Chiulli incorporates by reference the allegations contained in the
18 preceding paragraphs of this Complaint.

19 145. Plaintiff Chiulli brings this cause of action against Defendants on behalf of
20 herself and the Implied Warranty Sub-Class (IW Sub-Class).

21 146. Defendants were at all relevant times the manufacturer, distributor, warrantor,
22 and/or seller of the Class Vehicles. Defendants knew or had reason to know of the specific use
23 for which the Class Vehicles were purchased or leased.

24 147. Defendants provided Plaintiff Chiulli and the IW Sub-Class members with an
25 implied warranty that the Class Vehicles and their components and parts are merchantable and
26 fit for the ordinary purposes for which they were sold. However, the Class Vehicles and their
27 Infotainment Systems are not fit for their ordinary purpose of providing reasonably reliable and
28 safe transportation because, *inter alia*, the Class Vehicles and their Infotainment Systems

1 suffered from an inherent defect at the time of sale and thereafter and are not fit for their
2 particular purpose of providing safe and reliable transportation.

3 148. Defendants impliedly warranted that the Class Vehicles were of merchantable
4 quality and fit for their intended use. This implied warranty included, among other things: (i) a
5 warranty that the Class Vehicles and their Infotainment Systems, which were manufactured,
6 supplied, distributed, and/or sold by Honda, would provide safe and reliable transportation; and
7 (ii) a warranty that the Class Vehicles and their Infotainment Systems would be fit for their
8 intended use.

9 149. Contrary to the applicable implied warranties, the Class Vehicles and their
10 Infotainment Systems at the time of sale and thereafter were not fit for their ordinary and
11 intended purpose of providing Plaintiff Chiulli and the IW Sub-Class members with reliable,
12 durable, and safe transportation. Instead, the Class Vehicles are defective, including the
13 defective Infotainment Systems.

14 150. The Infotainment System Defect is inherent and was present in each Class
15 Vehicle at the time of sale.

16 151. As a result of Defendants' breach of the applicable implied warranties, owners
17 and/or lessees of the Class Vehicles suffered an ascertainable loss of money, property, and/or
18 value of their Class Vehicles. Additionally, as a result of the Infotainment System Defect,
19 Plaintiff Chiulli and the IW Sub-Class members were harmed and suffered actual damages in
20 that the Class Vehicles' Infotainment Systems and/or its components are substantially certain
21 to fail before their expected useful life has run.

22 152. Defendants' actions, as complained of herein, breached the implied warranty that
23 the Class Vehicles were of merchantable quality and fit for such use in violation of California
24 Civil Code §§ 1792 and 1791.1.

25 **FOURTH CAUSE OF ACTION**

26 **(Breach of Express Warranty Pursuant to Cal. Com. Code §§ 2313, 10210)**

27 **(On Behalf of the California Sub-Class)**

28 153. Plaintiff Chiulli incorporates by reference the allegations contained in the

1 preceding paragraphs of this Complaint.

2 154. Plaintiff Chiulli brings this cause of action on behalf of herself and the CA Sub-
3 Class.

4 155. Defendants provided all purchasers and lessees of the Class Vehicles with an
5 express warranty described *infra*, which became a material part of the bargain. Accordingly,
6 Defendants' express warranty is an express warranty under California law.

7 156. The Infotainment System was manufactured and/or installed in the Class
8 Vehicles by Defendants and is covered by the express warranty.

9 150. In a section entitled "New Vehicle Limited Warranty," Defendants' express
10 warranty provides, in relevant part, that "Honda will repair or replace any part that is defective
11 in material or workmanship under normal use." The warranty further provides that "[a]ll
12 repairs/replacements made under this warranty are free of charge. The replaced or repaired parts
13 are covered only until this New Vehicle Limited Warranty expires."

14 152. Defendants breached the express warranties by selling and leasing Class Vehicles
15 with Infotainment Systems that were defective, requiring repair or replacement within the
16 warranty period, and refusing to honor the express warranty by repairing or replacing, free of
17 charge, the Infotainment System. In addition, when Defendants did agree to pay a portion of the
18 costs, Defendants nevertheless breached the express warranty by simply replacing Class
19 Members' defective Infotainment Systems with similarly defective Infotainment Systems, thus
20 failing to "repair" the defect.

21 153. Plaintiff was not required to notify Honda of the breach or was not required to
22 do so because affording Honda a reasonable opportunity to cure its breach of written warranty
23 would have been futile. Defendants were also on notice of the defect from complaints and
24 service requests it received from Class Members, from repairs and/or replacements of the
25 Infotainment Systems, and from other internal sources.

26 154. As a direct and proximate cause of Defendants' breach, Plaintiff and the other
27 Class Members have suffered, and continue to suffer, damages, including economic damages at
28 the point of sale or lease. Additionally, Plaintiff and the other Class Members have incurred or

1 will incur economic damages at the point of repair in the form of the cost of repair.

2 155. Plaintiff and the other Class Members are entitled to legal and equitable relief
3 against Defendants, including actual damages, consequential damages, specific performance,
4 attorneys' fees, costs of suit, and other relief as appropriate.

5 **FIFTH CAUSE OF ACTION**

6 **(Breach of Express Warranty under the Magnuson-Moss Warranty Act,**

7 **15 U.S.C. § 2303 *et seq.*)**

8 **(On Behalf of the Nationwide Class, or, in the Alternative, on Behalf of All Sub-Classes**

9 **Against Defendants)**

10 157. Plaintiff incorporates by reference the allegations contained in the preceding
11 paragraphs of this Complaint.

12 158. Plaintiff brings this cause of action on behalf of herself and on behalf of the Class
13 against Defendants.

14 159. Defendants provided all purchasers and lessees of the Class Vehicles with an
15 express warranty described *infra*, which became a material part of the bargain.

16 160. The Infotainment System and its component parts were manufactured and/or
17 installed in the Class Vehicles by Defendants and are covered by the express warranty.

18 161. In a section entitled "New Vehicle Limited Warranty," Defendants' express
19 warranty provides, in relevant part, that "Honda will repair or replace any part that is defective
20 in material or workmanship under normal use." The warranty further provides that "[a]ll
21 repairs/replacements made under this warranty are free of charge. The replaced or repaired parts
22 are covered only until this New Vehicle Limited Warranty expires."

23 162. Defendants breached the express warranties by selling and leasing Class Vehicles
24 with Infotainment Systems that were defective, requiring repair or replacement within the
25 warranty period, and refusing to honor the express warranty by repairing or replacing, free of
26 charge, the Infotainment System and its component parts. Honda has failed to "repair" the
27 defects as alleged herein.

28 163. Plaintiff was not required to notify Honda of the breach or were not required to

1 do so because affording Honda a reasonable opportunity to cure its breach of written warranty
2 would have been futile. Defendants were also on notice of the defect from complaints and
3 service requests they received from Class Members, from repairs and/or replacements of the
4 Infotainment System, and from other internal sources.

5 164. Plaintiff also provided notice to Honda of its breach of warranty claims under the
6 MMWA by letters dated August 23, 2022. (Plaintiff Chiulli).

7 165. As a direct and proximate cause of Defendants' breach, Plaintiff and the other
8 Class members have suffered, and continue to suffer, damages, including economic damages at
9 the point of sale or lease. Additionally, Plaintiff and the other Class members have incurred or
10 will incur economic damages at the point of repair in the form of the cost of repair.

11 166. Plaintiff and the other Class members are entitled to legal and equitable relief
12 against Defendants, including actual damages, consequential damages, specific performance,
13 attorneys' fees, costs of suit, and other relief as appropriate.

14 **SIXTH CAUSE OF ACTION**

15 **(Breach of Implied Warranty under the Magnuson-Moss Warranty Act,**

16 **15 U.S.C. § 2303 *et seq.*)**

17 **(On Behalf of the Nationwide Class, or, in the Alternative, on Behalf of All Sub-Classes**

18 **Against Defendants)**

19 167. Plaintiff incorporates by reference the allegations contained in the preceding
20 paragraphs of this Complaint.

21 168. Plaintiff brings this cause of action on behalf of herself and the Class against
22 Defendants.

23 169. The Class Vehicles are a "consumer product" within the meaning of the
24 Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(1).

25 170. Plaintiff and Class Members are "consumers" within the meaning of the
26 Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3).

27 171. Defendants are "suppliers" and "warrantors" within the meaning of the
28 Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(4)-(5).

1 172. Honda impliedly warranted that the Class Vehicles were of merchantable quality
2 and fit for use. This implied warranty included, among other things: (i) a warranty that the Class
3 Vehicles and their Infotainment Systems manufactured, supplied, distributed, and/or sold by
4 Honda would provide safe and reliable transportation; and (ii) a warranty that the Class Vehicles
5 and their Infotainment Systems would be fit for their intended use while the Class Vehicles
6 were being operated.

7 173. Contrary to the applicable implied warranties, the Class Vehicles and their
8 Infotainment Systems at the time of sale and thereafter were not fit for their ordinary and
9 intended purpose of providing Plaintiff and Class members with reliable, durable, and safe
10 transportation. Instead, the Class Vehicles are defective, including the defective design and
11 materials of their Infotainment Systems.

12 174. Defendants' breach of implied warranties has deprived Plaintiff and Class
13 members of the benefit of their bargain.

14 175. The amount in controversy of Plaintiff's individual claims meets or exceeds the
15 sum or value of \$25,000. In addition, the amount in controversy meets or exceeds the sum or
16 value of \$50,000 (exclusive of interests and costs) computed on the basis of all claims to be
17 determined in this suit.

18 176. Defendants have been afforded a reasonable opportunity to cure their breach,
19 including when Plaintiff and Class members brought their vehicles in for diagnoses and
20 Infotainment System repair.

21 177. As a direct and proximate cause of Defendants' breach of implied warranties,
22 Plaintiff and Class members sustained and incurred damages and other losses in an amount to
23 be determined at trial. Defendants' conduct damaged Plaintiff and Class members, who are
24 entitled to recover actual damages, consequential damages, specific performance, diminution in
25 value, costs, attorneys' fees, and/or other relief as appropriate.

26 178. As a result of Defendants' violations of the Magnuson-Moss Warranty Act as
27 alleged herein, Plaintiff and Class members have incurred damages.

28 179. Plaintiff also provided notice to Honda of its breach of warranty claims under the

1 MMWA by letter dated August 23, 2022.

2 **SEVENTH CAUSE OF ACTION**

3 **(For Fraud by Omission or Fraudulent Concealment)**

4 **(On Behalf of the Nationwide Class, or, in the Alternative, on Behalf of All Sub-Classes**
5 **Against Defendants)**

6 180. Plaintiff incorporates by reference the allegations contained in the preceding
7 paragraphs of this Complaint.

8 181. Plaintiff brings this cause of action on behalf of herself and the Class or,
9 alternatively, on behalf of all Sub-Classes against Defendants.

10 182. Defendants knew that the Class Vehicles suffered from an inherent Infotainment
11 System Defect, were defectively designed and/or manufactured, and were not suitable for their
12 intended use.

13 183. Defendants concealed from and failed to disclose to Plaintiff and Class Members
14 the defective nature of the Class Vehicles.

15 184. Defendants were under a duty to Plaintiff and Class Members to disclose the
16 defective nature of the Class Vehicles because:

- 17 a. Defendants were in a superior position to know the true state of facts about
18 the safety defect contained in the Class Vehicles;
- 19 b. The omitted facts were material because they directly impact the safety of the
20 Class Vehicles;
- 21 c. Defendants knew the omitted facts regarding the Infotainment System Defect
22 were not known to or reasonably discoverable by Plaintiff and Class
23 Members;
- 24 d. Defendants made partial disclosures about the quality of the Class Vehicles
25 without revealing their true defective nature; and,
- 26 e. Defendants actively concealed the defective nature of the Class Vehicles
27 from Plaintiff and Class Members.

28 185. The facts concealed or not disclosed by Defendants to Plaintiff and the other

1 Class Members are material in that a reasonable person would have considered them to be
2 important in deciding whether to purchase or lease Defendants' Class Vehicles or pay a lesser
3 price for them. Whether a vehicle's Infotainment System is defective, which can suddenly cause
4 lights to flash, screens to freeze, and safety systems such as cameras to stop functioning, which
5 can suddenly distract the driver and thereby impair ability to control the vehicle, process and
6 respond to safety threats, and greatly increase the risk of collision, is a material safety concerns.
7 Had Plaintiff and Class Members known about the defective nature of the Class Vehicles, they
8 would not have purchased or leased the Class Vehicles or would have paid less for them.

9 186. Defendants concealed or failed to disclose the true nature of the design and/or
10 manufacturing defects contained in the Class Vehicles to induce Plaintiffs and Class Members
11 to act thereon. Plaintiff and the other Class Members justifiably relied on Defendant's omissions
12 to their detriment. This detriment is evident from Plaintiff and Class Members' purchase or lease
13 of Defendants' defective Class Vehicles.

14 187. Defendants continued to conceal the defective nature of the Class Vehicles even
15 after Class Members began to report the problems. Indeed, Defendants continue to cover up and
16 conceal the true nature of the problem today.

17 188. As a direct and proximate result of Defendants' misconduct, Plaintiff and Class
18 Members have suffered and will continue to suffer actual damages. Plaintiff and the Class
19 reserve their right to elect either to (a) rescind their purchase or lease of the defective Vehicles
20 and obtain restitution or (b) affirm their purchase or lease of the defective Vehicles and recover
21 damages.

22 189. Defendants' acts were done maliciously, oppressively, deliberately, with intent
23 to defraud, and in reckless disregard of Plaintiff's and the Class's rights and well-being to enrich
24 Defendants. Defendants' conduct warrants an assessment of punitive damages in an amount
25 sufficient to deter such conduct in the future, which amount is to be determined according to
26 proof

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EIGHTH CAUSE OF ACTION

(For Unjust Enrichment)

**(On Behalf of the Nationwide Class, or, in the Alternative, on Behalf of All Sub-Classes
Against Defendants)**

190. Plaintiff incorporates by reference the allegations contained in the preceding paragraphs of this Complaint.

191. Plaintiff brings this cause of action on behalf of herself and the Class or, alternatively, on behalf of all Sub-Classes against Defendants.

192. Defendants have received and retained a benefit from Plaintiffs and the members of the Class, and inequity has resulted.

193. As a direct and proximate result of Defendants' failure to disclose known defects, Defendants have profited through the sale and lease of the Class Vehicles, the value of which was artificially inflated by Defendants' concealment of and omissions regarding the Infotainment System Defect. Defendants charged higher prices for the vehicles than the vehicles' true value, and Plaintiff and Class Members thus overpaid for the Class Vehicles. Although these vehicles are purchased through Defendants' authorized dealers and distributors, the money from the vehicle sales flows directly back to Defendants.

194. Additionally, as a direct and proximate result of Defendants' failure to disclose known defects in the Class Vehicles, Plaintiff and Class Members have vehicles that require repeated, high-cost repairs that can and therefore have conferred an unjust substantial benefit upon Defendants.

195. Defendants have been unjustly enriched due to the known defects in the Class Vehicles through the use of money paid that earned interest or otherwise added to Defendants' profits when said money should have remained with Plaintiffs and Class Members.

196. Plaintiff and Class Members were not aware of the true facts regarding the Defect in the Class Vehicles and did not benefit from Defendants' unjust conduct.

197. As a result of the Defendants' unjust enrichment, Plaintiff and Class Members have suffered damages.

1 198. Plaintiff does not seek restitution under her unjust enrichment claim. Rather,
2 Plaintiff and Class Members seek non-restitutionary disgorgement of the financial profits that
3 Defendants obtained as a result of its unjust conduct.

4 199. Additionally, Plaintiff seeks injunctive relief to compel Defendants to offer,
5 under warranty, remediation solutions that Defendant identifies. Plaintiff also seeks injunctive
6 relief enjoining Defendants from further deceptive distribution, sales, and lease practices with
7 respect to Class Vehicles, enjoining Defendants from selling the Class Vehicles with the
8 misleading information; compelling Defendants to provide Class members with a replacement
9 components that do not contain the defects alleged herein; and/or compelling Defendants to
10 reform its warranty, in a manner deemed to be appropriate by the Court, to cover the injury
11 alleged and to notify all Class Members that such warranty has been reformed. Money damages
12 are not an adequate remedy for the above requested non-monetary injunctive relief.

13 **RELIEF REQUESTED**

14 200. Plaintiff, on behalf of herself and all others similarly situated, requests the Court
15 enter judgment against Defendants, as follows:

- 16 (a) An order certifying the proposed Class and Sub-Classes, designating
17 Plaintiff as named representative of the Class, and designating the
18 undersigned as Class Counsel;
- 19 (b) A declaration that Defendants are financially responsible for notifying all
20 Class Members about the defective nature of the Infotainment System,
21 including the need for periodic maintenance;
- 22 (c) An order enjoining Defendants from further deceptive distribution, sales,
23 and lease practices with respect to Class Vehicles; compelling Defendants
24 to issue a voluntary recall for the Class Vehicles pursuant to 49 U.S.C.
25 § 30118(a); compelling Defendants to repair and eliminate the Infotainment
26 System Defect from every Class Vehicle; enjoining Defendants from selling
27 the Class Vehicles with the misleading information; and/or compelling
28 Defendants to reform its warranty, in a manner deemed to be appropriate by

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- the Court, to cover the injury alleged and to notify all Class Members that such warranty has been reformed;
- (d) An award to Plaintiff and the Class for compensatory, exemplary, and statutory damages, including interest, in an amount to be proven at trial;
 - (e) Any and all remedies provided pursuant to the Magnuson-Moss Warranty Act;
 - (f) A declaration that Defendants must disgorge, for the benefit of the Class, all or part of the ill-gotten profits it received from the sale or lease of the Class Vehicles or make full restitution to Plaintiff and Class Members;
 - (g) An award of attorneys' fees and costs, as allowed by law;
 - (h) An award of pre-judgment and post-judgment interest, as provided by law;
 - (i) Leave to amend the Complaint to conform to the evidence produced at trial; and
 - (j) Such other relief as may be appropriate under the circumstances.

DEMAND FOR JURY TRIAL

201. Pursuant to Federal Rule of Civil Procedure 38(b) and Northern District of California Local Rule 3-6, Plaintiff hereby demands a trial by jury of all issues in this action so triable.

Dated: October 19, 2022

Respectfully submitted,

Capstone Law APC

By: /s/ Laura E. Goolsby
Tarek H. Zohdy
Cody R. Padgett
Laura E. Goolsby

Attorneys for Plaintiff

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [2016-2020 Honda Civics Plagued by 'Defective' Infotainment Systems, Class Action Alleges](#)
