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8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA

10 Tony Woo, Daniel Rifkin, and Douglas P.
11 Schwert, *on behalf of themselves and all*
others similarly situated,

12 Plaintiffs,

13 vs.

14 American Honda Motor Co., Inc.,

15 Defendant.

Case No.: _____

CLASS ACTION COMPLAINT FOR:

- (1) **Breach of Express Warranty under the Magnuson-Moss Warranty Act**
- (2) **Breach of Express Warranty under Cal. Comm. Code § 2313**
- (3) **Breach of Express Warranty pursuant to Song-Beverly Consumer Warranty Act**
- (4) **Breach of Implied Warranty pursuant to Song-Beverly Consumer Warranty Act**
- (5) **Violation of California Consumers Legal Remedies Act**
- (6) **Violation of California’s Unfair Competition Law**
- (7) **Breach of Express Warranty under Colo. Rev. Stat. Ann. § 4-2-313**
- (8) **Breach of Implied Warranty under Colo. Rev. Stat. Ann. § 4-2-314**
- (9) **Breach of Express Warranty under Tenn. Code Ann. § 47-2-313**

DEMAND FOR JURY TRIAL

1 Plaintiffs, Tony Woo, Daniel Rifkin, and Douglas P. Schwert, by undersigned
2 counsel, bring the following complaint against American Honda Motor Co., Inc., and
3
4 allege, on their own behalf and on behalf of all those similarly situated, as follows:

5 **INTRODUCTION**

6 1. Plaintiffs Tony Woo (“Woo”), Daniel Rifkin (“Rifkin”), and Douglas P.
7
8 Schwert (“Schwert,” and together with Woo and Rifkin, the “Plaintiffs”) bring this
9 lawsuit against American Honda Motor Co., Inc. (hereafter “Defendant” or “Honda”)
10 on their own behalf and on behalf of a proposed class of past and present owners and
11 lessees of the following 2017-2019 Honda CR-V models: the EX, EX-L and the
12 Touring (the “Class Vehicles”).
13

14 2. Plaintiffs and the Class were damaged because Class Vehicles contain
15 defective display screens (the “Display Screen”) which dim and go dark, freeze, or
16 shine at full brightness, causing driver distraction and rendering the vehicle’s
17 information center inoperable.
18

19 3. Specifically, the 7-inch touch-sensitive Display Screen allows drivers to
20 access and operate Class Vehicles’ safety, information, communication, and
21 entertainment features such as smartphone integration, hands-free calling, navigation
22 (if equipped), Bluetooth audio streaming, radio and music controls, rear-view camera
23 and vehicle settings (collectively, “Infotainment Features”).¹
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¹ <https://automobiles.honda.com/cr-v/specs-features-trim-comparison> (last visited September 12, 2019).

1 4. The Display Screen is standard equipment on the 2017-2019 Honda CR-
2 V vehicles at EX, EX-L and Touring trim levels.²
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4 5. In practice, the Display Screen regularly and unexpectedly malfunctions
5 while the Class Vehicles are in motion. At such times, the Display Screen (1) dims or
6 goes dark by itself, or (2) freezes, or (3) goes into full bright mode blinding a driver
7 during night time, causing driver distraction, and rendering the above-listed
8 Infotainment Features inoperable (hereinafter referred to as “Display Defect”).
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10 6. The Display Screen in Woo’s 2018 Honda CR-V EX repeatedly and
11 unexpectedly switched to an elevated brightness setting and then went dark, and the
12 Display Screen continued this behavior, rendering Infotainment Features inoperable
13 and uncontrollable, until the Display Screen stopped the cycle by itself or until Woo
14 stopped the car and restarted it.
15

16 7. Likewise, the Display Screen in Rifkin’s 2017 Honda CR-V EX also
17 repeatedly and unexpectedly switched its brightness setting and then went dark, and
18 the Display Screen continued through such reboot cycle rendering Infotainment
19 Features inoperable and uncontrollable, until Rifkin stopped the car and restarted it.
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22 8. Similarly, the Display Screen in Schwert’s 2018 Honda CR-V Touring
23 repeatedly and unexpectedly went dark, or the Display Screen’s buttons froze,
24 rendering radio, navigation, and other Infotainment Features inoperable, while the
25 vehicle was in motion, causing Schwert great distraction and aggravation.
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² *Id.*

1 9. Moreover, Plaintiffs’ experiences are not unique; numerous other drivers
2 have complained about the Display Screen dimming and going dark, or distracting and
3 blinding drivers by switching to full bright at night by itself.
4

5 10. In addition, many drivers reported their complaints with the Display
6 Screen to the National Highway and Traffic Safety Administration (“NHTSA”).³
7

8 11. On January 23, 2019, Honda issued a Tech Line Summary Article
9 (“TLSA”), acknowledging the Display Defect which, Honda admitted, it did not know
10 how to fix.⁴
11

12 12. Honda directed its TLSA at the dealers’ service departments, *not* at the
13 dealers’ sales departments, and did not instruct its dealers to inform prospective
14 Honda consumers that the Class Vehicles they were about to purchase or lease
15 suffered from the Display Defect.
16

17 13. Although Honda knew of such Display Screen faults from the time the
18 2019 Class Vehicles became available for sale in fall of 2018, and certainly at least as
19 of January 23, 2019, when it published the TLSA (and sooner as Honda gathered
20 information and data to prepare such publication), Honda has not disclosed the
21 Display Defect to consumers.
22
23

24 14. Plaintiffs have given Honda reasonable opportunities to cure the Display
25 Defect, but Honda has been unable to do so within a reasonable time.
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28 ³ <https://www.nhtsa.gov/vehicle/2017/HONDA/CR-V/SUV/AWD> (last visited September 23, 2019).

⁴ <https://static.nhtsa.gov/odi/tsbs/2019/MC-10152765-0001.pdf> (last visited September 23, 2019).

1 26. In its online marketing materials⁵ and in its marketing brochure⁶ for the
2 Class Vehicles, Honda advertised that Class Vehicles are equipped with the Display
3 Screen.
4

5 27. Specifically, the 7-inch touch-sensitive Display Screen allows drivers to
6 access and operate such Class Vehicles' safety, information, communication, and
7 entertainment features as smartphone integration, hands-free calling, navigation (if
8 equipped), Bluetooth audio streaming, playing of radio and music, and rear-view
9 camera when moving in reverse.⁷ See Illustration 1, below.⁸
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21 Illustration 1

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24 ⁵ <https://automobiles.honda.com/cr-v/specs-features-trim-comparison> (last visited September 12, 2019).

25 ⁶ <https://automobiles.honda.com/-/media/Honda-Automobiles/Vehicles/2017/CR-V/Brochures/weird/MY17CRV-Wave2-Reprint.pdf> (last visited October 25, 2019).

26 ⁷ <https://automobiles.honda.com/cr-v/specs-features-trim-comparison> (last visited September 12, 2019).

27 ⁸ <https://owners.honda.com/vehicles/information/2018/CR-V/features/Audio-Connectivity/1/audio-connectivity-youtube> (last visited September 20, 2019).

1 28. Display Screen is standard equipment on the following 2017-2019 Honda
2 CR-V models: the EX, EX-L and the Touring.⁹
3

4 29. Upon information and belief, Honda created, authorized, approved, and
5 disseminated its online marketing materials and its marketing brochure about Class
6 Vehicles' Display Screen out of its Torrance, California headquarters to all United
7 States purchasers or lessees of the Class Vehicles, and Honda manages, directs and
8 conducts its sales and service operations out of its Torrance, California headquarters.¹⁰
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11 **B. Display Defect Poses an Unreasonable Safety Hazard**

12 30. Unbeknownst to Honda's customers, Class Vehicles are sold with a
13 capacitive touch panel sensor that is defective in material and/or workmanship, which
14 causes repeat intermittent and unexpected failure of the Class Vehicle's Display
15 Screen.
16

17 31. In practice, the Display Defect makes the Class Vehicles *more*
18 *dangerous*, not safer, because the Display Screen regularly and unexpectedly
19 malfunctions where, while the Class Vehicles are in motion, the Display Screen (1)
20 dims or goes dark by itself, or (2) freezes, or (3) goes into full bright mode blinding
21 the driver during night time, causing distraction to the driver, and rendering the
22 Infotainment Features inoperable.
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27 ⁹ *Id.*

28 ¹⁰ See <https://honda.com/operations> (last visited September 20, 2019); see https://www.honda.com/-/media/Honda-Homepage/PDF/Honda_2017_Digital_FactBook.pdf (last visited September 20, 2019).

1 32. Purchasers and lessees of the Class Vehicles have experienced the
2 Display Defect. Complaints filed by consumers with the National Highway Traffic
3 Safety Administration (“NHTSA”) demonstrate that the defect is not only widespread
4 and dangerous, but that it manifests without warning.
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6 33. The complaints also indicate Honda’s awareness of the Display Defect,
7 since, as evidenced below, Class Members have taken their Class Vehicles to Honda
8 authorized dealers for service after experiencing the Display Defect.
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10 34. Honda dealerships are required by Honda’s policies to report customer
11 complaints to Honda by filling out Field Technical Reports, or similar documents,
12 including reports about the Display Defect.
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14 35. Such reports were compiled and catalogued by Honda’s engineering
15 personnel.
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17 36. Accordingly, Honda was on actual notice of hundreds, perhaps
18 thousands, of consumers nationwide complaining about the Display Defect before any
19 of the Plaintiffs bought their cars.
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21 37. In addition, Honda owners and lessees made complaints about the
22 Display Defect to the NHTSA (Safercar.gov, Search for Complaints (September 20,
23 2019), <http://www-odi.nhtsa.dot.gov/owners/SearchSafetyIssues/>) (spelling and
24 grammatical issues in original):
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- 27 • 12/05/2017: CENTER CONSOLE / INFOTAINMENT SYSTEM WILL
28 NOT DIM AT NIGHT, NOR CAN IT BE ADJUSTED. IT STAYS AT

1 MAXIMUM BRIGHTNESS. THE CONSOLE DISPLAYS LIGHT EVEN
2 WHEN OFF AND ADJUSTING THE VOLUME KNOB TURNS IT BACK
3 ON. IT ALSO MAY SPONTANEOUSLY COME BACK ON WHEN OFF.
4 ONCE THE ISSUE APPEARED, IT COULD NOT BE RESOLVED WITH
5 A REBOOT OR HARD RESET. HAVING A BRIGHT LIGHT SOURCE
CLOSE TO THE DRIVER AT NIGHT IN A DISTRACTION.

- 6 • 12/31/2017: AUDIO HEAD UNIT (7" LED PANEL ON EX-L) ON
7 DASHBOARD DOES NOT DIM AT NIGHT. WHEN YOU TRY AND
8 MOVE THE DIMMER SLIDER ON THE UNIT, IT TRIES TO DIM,
9 THAN GOES BACK TO FULL BRIGHTNESS. THE DEALER HAS
10 TRIED TO FIX THIS FOR OVER A YEAR, AND IT'S STILL NOT
11 FIXED. DOING A QUICK GOOGLE SEARCH SHOWS MANY OTHERS
12 HAVING THE SAME PROBLEM. THIS IS A SAFETY ISSUE BECAUSE
13 IT'S TOO BRIGHT AT NIGHT AND AFFECTS/INTERFERES WITH
14 NIGHT DRIVING ESPECIALLY WHEN MAKING RIGHT HAND
TURNS BY CREATING A BLINDING CONDITION.
- 15 • 04/28/2018: THE DISPLAY IN MY 2017 HONDA CR V EX WILL
16 START BEEPING AT RANDOM AND THE BRIGHTNESS WILL
17 START GOING UP AND DOWN BY ITSELF. IT IS VERY
18 DISTRACTING. I HAVE SEEN OTHERS COMPLAIN OF THE EXACT
19 SAME PROBLEM, BUT I CALLED HONDA AND THEY SAID THAT
20 DON'T HAVE A FIX. THIS HAPPENS WHILE DRIVING OR WHILE
STATIONARY.
- 21 • 05/11/2018: THE DISPLAY IN THE MIDDLE GOES BLANK WHILE I
22 AM DRIVING A LOT. LAST TIME I WAS BACKING OUT WHEN IT
23 DID WHICH CAUSE MY CAR TO HAVE SERIOUS SCRATCHES ON
24 IT. AT THE SAME TIME THE BACK UP SEEMED NOT TO BE
WORKING EITHER.
- 25 • 08/04/2018: THE INFOTAINMENT DISPLAY WILL RANDOMLY
26 TURN OFF WHILE DRIVING. AUDIO CONTINUES TO PLAY
27 WITHOUT DISPLAY. PRESSING THE HOME BUTTON SOMETIMES
28 RESOLVE THE ISSUE, BUT SOMETIME IT REQUIRES TO HAVE THE
VEHICLE COMPLETELY TURNED-OFF TO GET THE DISPLAY

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BACK.

- 10/01/2018: ON 08-10-2018 AFTER JUST GETTING ONTO THE FREEWAY ON THE WAY TO A MEETING, THE AUDIO/INFORMATION SCREEN (INFOTAINMENT SCREEN) WENT INTO MALFUNCTION. IT WAS TURNING ITSELF ON AND OFF, AND BEEPING. THERE WAS NO WAY TO TURN THE SCREEN OFF AND NO WAY TO SILENCE THE BEEPING. THE MALFUNCTION CONTINUED NON-STOP UNTIL THE VEHICLE WAS TURNED OFF. THIS CAUSED AN EXTREME STATE OF DISTRACTED-DRIVER WHILE ON THE FREEWAY WITH MANY OTHER AUTOMOBILES AROUND.
- 10/05/2018: THERE HAVE BEEN NUMEROUS TIMES AT STARTUP WHEN THE CENTRAL DISPLAY SCREEN FREEZES, REMAINS BLACK, DENYING NAVIGATION ASSISTANCE AMONG OTHER OPTIONS. IT APPEARS THE ONLY WAY TO CORRECT THIS IS TO RESTART THE VEHICLE.
- 10/09/2018: IN ADDITION THE DISPLAY SCREEN (RADIO ETC.) DOES NOT DIM. IT STAYS FULL BRIGHTNESS EVEN WITH ADJUSTING IT. HONDA HAD TO FIX WHEN VEHICLE WAS BRAND NEW AFTER I HAD TO FIGHT WITH THEM THAT THIS IS AN ISSUE. THE SCREEN BLINDS ME AT NIGHT BECAUSE IT IS VERY BRIGHT SO YOU CAN'T REALLY SEE THE ROAD. THIS STAYS BRIGHT STOPPED OR MOVING.
- 10/18/2018: PURCHASED THIS CAR FROM KEATING HONDA IN CONROE, TX. SINCE DAY 1 I HAVE HAD ISSUES WITH MY LCD SCREEN THAT CONTROLS THE AUDIO AND CLIMATE. ABOUT MID SEPTEMBER I STARTED HAVING ISSUES WITH IT SHUTTING OFF ALONG WITH THE LCD SCREEN BEHIND THE STEERING WHEEL THAT SHOWS HOW FAST I'M GOING. DEALERSHIP AWARE BUT HAD ISSUES WITH GETTING LOANER SO UNABLE TO DROP OFF FOR REPAIR. THE SCREEN WOULD FLICKER AND SHUT OFF WHILE DRIVING OR "AUDIO ISN'T RESPONDING" ERROR SHOWS UP AND BOTH LCD SCREENS GO OUT WHILE

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DRIVING. I WOULD START THE CAR AND WOULD RECEIVE AN ERROR MESSAGE LIKE "ANTI THEFT SYSTEM: THIS SYSTEM HAS LOST POWER. PRESS THE POWER KEY FOR MORE THAN TWO SECONDS TO ENABLE THE SYSTEM" ... PLEASE FIX YOUR SHIT! I WAS GIVEN A WARNING IN CONROE BECAUSE I WAS SPEEDING AND UNAWARE OF MY SPEED DUE TO THIS ISSUE AND IT SEEMS TO BE A DAILY PROBLEM FOR ME.

- 11/06/2018: I HAVE BEEN HAVING ISSUES WITH INFOTAINMENT SCREEN/SYSTEM. THE SYSTEM FREEZES AND SOMETIMES GOES BLACK AND WON'T RESPOND TO TOUCHES AND OR INSTRUCTIONS. THE CAR HAS BEEN TO THE DEALER SEVERAL TIMES WITH NO PERMANENT FIX.
- 11/25/2018: INFOTAINMENT SCREEN WILL RANDOMLY FLASH, DIM AND BEEP. THIS HAS CAUSED SEVERAL SAFETY ISSUES INCLUDING HIGH LEVEL OF DISTRACTION AND FAILURE OF THE NAVIGATION SYSTEM AT ALL THE WRONG TIMES. THIS HAPPENS RANDOMLY WHEN THE VEHICLE IS IN MOTION OR STOPPED. THE PROBLEM HAS BEEN REPORTED TO THE DEALER AND THEY HAVE FAILED TO FIND A SOLUTION. THEY CLAIM NO ONE ELSE HAS REPORTED SIMILAR PROBLEMS. THIS IS LAUGHABLE DUE TO ALL OF THE ONLINE COMPLAINTS AND YOUTUBE VIDEOS DOCUMENTING THE SAME PROBLEM. THEY HAVE REFUSED TO ATTEMPT A REPAIR OR REPLACEMENT OF AFFECTED DEFECTED COMPONENTS.
- 11/28/2018: WHILE DRIVING THE AUDIO SYSTEM STARTS BEEPING, THE SCREEN FLASHES AND IT MAKES RANDOM PHONE CALLS. I TOOK IT TO THE DEALER AND WAS TOLD THAT THEY DID NOT HAVE A FIX FOR THIS PROBLEM. I AM AFRAID THAT THIS DISTRACTION COULD CAUSE AN ACCIDENT. I LOOKED ONLINE TO FIND OTHER OWNERS HAD THE SAME PROBLEM. THIS HAPPENS ON CITY STREETS ON THE HIGHWAY AND WHILE STATIONARY. I BELIEVE THIS IS A MAJOR SAFETY HAZARD. THIS HAS HAPPENED SEVERAL TIMES.

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- 12/10/2018: THE "INFOTAINMENT" OR NAVIGATION SCREEN MALFUNCTIONS AND TURNS ITSELF OFF. THIS RESULTS IN LOSS HEATING AND COOLING CONTROLS AS WELL AS OTHER IMPORTANT SAFETY FUNCTIONS.
- 01/14/2019: STALLING, LOSS OF ENGINE POWER, SMELL OF GAS IN THE PASSENGER COMPARTMENT, AUDIO DISPLAY ERRATIC, ALL WHILE CAR IS IN MOTION.
- 01/21/2019: THE INFORMATION SCREEN FOR AUDIO AND CLIMATE CONTROLS GO COMPLETELY OUT AND OR FUNCTION ERRATICALLY. THE FUNCTION ON THE DRIVING SAFETY SYSTEMS FOR ANTI BRAKE AND ANTI COLLISION ALSO FUNCTION ERRATICALLY. LOSING CRITICAL FUNCTIONS OF THE CAR WHILE THE CAR IS STILL OPERATING. I HAVE VIDEO AND MORE PHOTOS.
- 02/05/2019: TOUCH SCREEN DASHBOARD SOMETIMES GOES BLANK AND NON RESPONSIVE.
- 02/06/2019: THESE PROBLEMS HAVE BEEN GOING ON FOR THE PAST YEAR. MULTIMEDIA INFORMATION DISPLAY OCCASSIONALLY CHANGES BRIGHTNESS ON ITS OWN. IT ALSO SOMETIMES ACTIVATES ON SCREEN BUTTONS BY ITSELF. TODAY (2/6/2019), WHILE PLAYING AUDIO THROUGH THE CAR'S BLUETOOTH SYSTEM AND USING THE GPS, THE DISPLAY BLANKED OUT FOR 3 - 5 MINUTES. ALSO, THE BOTTOM HALF OF THE TACHOMETER DISPLAY, VIEWED THROUGH THE STEERING WHEEL, BLANKED OUT AND SHOWED A SPINNING WAIT CURSOR. AFTER THAT WAIT TIME, THE MULTIMEDIA DISPLAY TURNED BLACK. THEN ABOUT 30 SECONDS LATER, IT SHOWED THE HONDA SYMBOL. INDICATING THAT IS WAS BOOTING. I HAD BROUGHT THE VEHICLE TO MY DEALER LAST FRIDAY FOR MAINTENANCE WORK AND THEY HAD RESET THE MULTIMEDIA DISPLAY. IT SEEMS TOO SOON FOR PROBLEMS TO OCCUR YET AGAIN. ALL OF THESE PROBLEMS OCCURRED WHILE DRIVING. THE RANDOM BRIGHTNESS CHANGES ARE QUITE DANGEROUS

1 AT NIGHT TIME, WHEN MAX BRIGHTNESS OCCURS SUDDENLY.
2 THE RANDOM ON SCREEN BUTTON ACTIVATIONS BECOME
3 DANGEROUS DISTRACTIONS DURING DRIVING. I HAVE BEEN
4 BRINGING THESE PROBLEMS TO MY DEALER'S ATTENTION FOR
5 THE PAST YEAR, WHO SAID THEY ONLY JUST RECEIVED
6 INFORMATION FROM HONDA (IN JANURARY 2019), SAYING
7 THAT HONDA RECEIVED INFORMATION ON DISPLAY ISSUES
8 AND ARE LOOKING INTO IT.

- 8 • 02/14/2019: DISPLAY FLICKERS AND YOU CAN'T DO ANYTHING
9 ON THE DISPLAY.
- 10 • 02/28/2019: 2018 HONDA CR-V TOURING INFOTAINMENT SYSTEM
11 FLICKERS, SCREEN TURNS ON AND OFF BY IT SELF AS WELL AS
12 THE BRIGHTNESS OF THE SCREEN CHANGES BY IT SELF AND
13 THE SCREEN STOPS RESPONDING, WEATHER YOU ARE
14 LISTENING TO THE RADIO, GOD, ETC ALL JUST GETS
15 INTERRUPTED BY THE ISSUE. HONDA WON'T FIX THE PROBLEM
16 BECAUSE THEY CLAIM THERE IS NO SOLUTION TO THE
17 PROBLEM. A TEMPORARY SOLUTION IS TO PULL OVER AND
18 TURN OFF CAR AND BACK ON. VERY DISTRACTING WHILE
19 DRIVING AND FRUSTRATING SPECIALLY SINCE THIS HAPPENS
20 WHILE YOU ARE DRIVING L, THIS HAS HAPPEN ABOUT 5 TIMES
21 IN THE PAST 2 MONTHS AND THE CAR WAS PURCHASED BRAND
22 NEW 5 MONTHS AGO.
- 23 • 03/11/2019: WHILE DRIVING ON THE HIGHWAY AT NIGHT THE
24 ENTIRE DISPLAY (HEAD UNIT) WITH THE MAP WENT OFF, CAME
25 BACK ON AND THEN STARTED TO BEHAVE ERRATICALLY. I
26 HEARD BEEPING SOUNDS AS IF SOMEONE WERE ACTUALLY
27 TOUCHING THE SCREEN, THE BRIGHTNESS TURNED UP AND
28 DOWN BY ITSELF AS WELL. I TOOK IT TO THE DEALER AND
THEY TESTED IT AND SAID THEY COULD NOT REPRODUCE THE
PROBLEM. I TOLD THEM THAT I HAD VIDEOS FROM WHEN IT
HAPPENED TO CLEARLY ILLUSTRATE THE PROBLEM BUT THEY
WERE NOT EVEN INTERESTED IN SEEING THE VIDEOS.

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- 05/15/2019: THE CONTACT ALSO STATED THAT THE DISPLAY WOULD OCCASIONALLY FLASH ON AND OFF AND THEN GO BLANK.
- 05/17/2019: NAVIGATION/AUDIO ACTS UP -CHANGES SCREEN AND NONSTOP BEEPING. YOU NEED TO TURN THE ENGINE OFF TO STOP IT-RESET.
- 05/18/2019: DISPLAY CONSOLE BECOMES ERRATIC SHOWING DIFFERENT SCREENS, USUALLY STARTING FIRST WITH BRIGHTNESS LEVEL INDICATOR, AND THEN MOVING INTO DIFFERENT SCREENS. THE RATE THE SCREEN CHANGES INCREASES WITH TIME. DEALER STATED PREVIOUSLY THAT HONDA IS AWARE OF ISSUE AND THAT IT NEEDED A SOFTWARE UPDATE WHICH WAS IN BETA TESTING. THE INCIDENT RATE FOR THIS TO HAPPEN IS INCREASING. MY SECOND TRIP TO THE DEALERSHIP TODAY (I THINK A YEAR LATER) AND THEY STILL DO NOT HAVE A FIX. TO STOP THE CASCADE, YOU HAVE TO STOP THE CAR AND TURN IT OFF. IT IS A SIGNIFICANT DISTRACTION WHEN DRIVING AND IS UNPREDICTABLE.
- 05/24/2019: VIDEO OR NAVIGATION SCREEN WILL NOT DIM AND BLINDS DRIVER WHEN DRIVING AFTER DARK.
- 05/25/2019: WHILE DRIVING MY 2018 CRV-EX THE DASHBOARD INFO DISPLAY WILL RANDOMLY ADJUST BRIGHTNESS AND TURN IT ON/OFF. THE ONLY WAY TO STOP IT IT IS TO PULL OVER AND RESTART THE CAR. VERY DANGEROUS. WILL DO IT TWICE IN ONE DAY AND THEN NOT HAPPEN FOR SEVERAL DAYS.
- 05/28/2019: RADIO SCREEN RANDOMLY STARTS ADJUSTING ITS BRIGHTNESS. THE FIRST TIME THIS HAPPENED WAS 4/32/19, BUT IT HAS HAPPENED TO ME MULTIPLE TIMES SINCE THEN ALL WHILE DRIVING AND THERE IS NOTHING I COULD DO TO MAKE IT STOP OTHER THEN RESTARTING THE CAR. IT IS VERY DISTRACTING BECAUSE IT IS CONSTANTLY BEEPING WHILE IT

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IS TRYING TO MAKE THIS ADJUSTMENT. I TRIED TURNING THE RADIO OFF, THIS DID NOT HELP. I WAS TOLD BY THE HONDA DEALERSHIP TO HIT THE DIM BUTTON ON THE SCREEN, BUT THIS DID NOT WORK EITHER. THE ONLY WAY THAT I HAVE BEEN ABLE TO RESOLVE THIS IS TO PULL OFF THE HIGHWAY/ROAD TURN THE CAR OFF AND BACK ON.

- 05/30/2019: NUMEROUS TIMES WHILE DRIVING, THE VEHICLE INFOTAINMENT DISPLAY RANDOMLY CHANGES BRIGHTNESS AND BEGINS FLICKERING AND CYCLING THROUGH SCREENS WHILE BEEPING. THIS OCCURS DURING BOTH DAY AND NIGHTTIME DRIVING, AND ON BOTH SHORT AND LONG TRIPS. THE ONLY WAY TO STOP IT IS TO TURN OFF THE VEHICLE OR DO A "HARD RESET" WITH THE BATTERY. THIS IS VERY DISTRACTING TO THE DRIVER. HONDA IS AWARE OF THIS SIGNIFICANT DEFECT AND HAS NO FIX FOR IT.
- 05/30/2019: RANDOM TIMES WHILE DRIVING THE INFOTAINMENT SCREEN RANDOMLY STARTS FLASHING AND BEEPING. WITH THE BRIGHTNESS CONTROL BAR POPPING UP AT THE BOTTOM OF THE SCREEN. THIS IS VERY DISTRACTING TO THE DRIVER WHILE OPERATING THE VEHICLE. THIS HAS HAPPENED THREE TIME WHILE THE VEHICLE WAS IN MOTION ON AT HIGHWAY SPEEDS AND WHILE DRIVING IN TRAFFIC. THE ONLY WAY TO STOP THIS IS TO TURN THE CAR OFF. THIS IS A BIG SAFTEY ISSUE FOR SAFE OPERATION OF THE VEHICLE AND IT WILL CAUSE AN ACCIDENT FOR SOMEONE. IT SEEMS TO HAPPEN RANDOMLY I BELIVE IT MAY HAPPEN WHEN THE NAVIGATION SYSTEM IS ACTIVATED AND THE CAR HAS AN ANDROID PHONE ATTACHED HOWEVER I AM UNABLE TO REPLICATE IT. IT HAS HAPPENED 4 TIMES. MY VEHICLE HAS 8000 MILES ON IT. ADDITIONALLY THERE ARE REPORT ON THE INTERNET THAT THIS HAS HAPPEND TO OTHER DRIVERS AS WELL. I REPORTED THIS BY TELEPHONE TO CUSTOMER SERVICE AT HONDA AS WELL ON 05/30/2019.

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- 06/02/2019: HONDA CRV DISPLAY ISSUES .THE DISPLAY STARTS FLASHING ON ITS OWN AND EVEN MAKES CALLS SOMETIMES . ALSO NO AMOUNT OF RESET WORKS UNLESS YOU STOP AND START THE CAR AGAIN . ALSO AFTER SHUTTING DOWN THE CAR A WEIRD NOISE KEEPS ON COMING FROM DISPLAY .THIS IS A NEW HONDA CR-V 2019 EXL MODEL THIS IS A HUGE INCONVENIENCE AND SAFETY ISSUE AS WE LOSE NAVIGATION IN BETWEEN AND IT’S ALWAYS NOT POSSIBLE TO PULL THE CAR ASIDE AND RESTART IT.
- 06/04/2019: THE SCREEN GOES BLACK AND I HAVE TO TURN THE CAR OFF AND THEN ON TO FIX THE PROBLEMS.
- 06/06/2019: TWICE NOW THE CAR WHEN IN LANE DEPARTURE HAS SLAMMED ON THE BREAKS. YESTERDAY THERE WAS A CAR BEHIND ME WHO HAD TO SWERVE TO AVOID REAR ENDING ME. I HAVE COMPLAINED TO HONDA AND THEY BASICALLY WILL NOT ACKNOWLEDGE ME. ELECTRONICALLY THERE ARE OTHER ISSUES THE SCREEN GOES BLACK AND FLASHES CONSISTENTLY AND ONLY WILL RESOLVE WHEN I TURN THE CAR OFF AND RESTART. THE CAR IS UNSAFE TO DRIVE SO I AM NOW WITHOUT A CAR.
- 06/06/2019: THERE ARE RECURRING PROBLEMS WITH THE INFOTAINMENT SYSTEM DISPLAY: 1. NUMEROUS TIMES THE DISPLAY HAS GONE FULL FREAK-OUT WHILE THE CAR WAS IN MOTION. THE DISPLAY TURNS ITSELF ON AND OFF, ATTEMPTS TO ADJUST ITS OWN BRIGHTNESS AND REPEATEDLY BEEPS. THE ONLY WAY TO STOP THE MADNESS IS TO PULL OVER AND SHUT THE CAR OFF. THIS IS A TOTALLY UNCOOL THING TO HAPPEN WHEN ONE IS TRYING TO PAY ATTENTION TO THE TRAFFIC AROUND THEM. PLEASE ALSO REFERENCE NHTSA COMPLAINT #11132814 FOR THIS SAME VEHICLE. 2. EVEN THOUGH THE TOUCH SCREEN SENSITIVITY IS SET THE HIGHEST LEVEL, SOMETIMES YOU MUST PRESS THE “CYBER BUTTONS” REPEATEDLY BEFORE THE UNIT REGISTERS THAT YOU HAVE

1 PRESSED A BUTTON. WHILE I AM MOTORING DOWN THE ROAD
2 PRESSING FAUX BUTTONS 10-15 TIMES TO TRY TO GET THE UNIT
3 TO DO SOMETHING GUESS WHERE MY EYES ARE NOT... YEAH,
4 ON THE ROAD IN FRONT OF ME WHERE MY EYES SHOULD BE
5 PAYING ATTENTION. THE MANUFACTURER STATES THAT MY
6 INFOTAINMENT SYSTEM DISPLAY/CONTROL UNIT IS WORKING
7 PER SPEC.

- 8 • 06/11/2019: CENTRAL DISPLAY FLICKERS BRIGHT TO DIM AND
9 FREEZES. DISPLAY IS NOW STUCK ON HI BRIGHTNESS.
10 BRIGHTNESS CAUSES SAFETY ISSUE WHILE DRIVING AT NIGHT.
11 HONDA OF AMERICA SAYS IT IS A KNOWN ISSUE BUT DOES NOT
12 HAVE A FIX. HAS BEEN 4 MONTHS AND NO RESOLUTION AS OF
13 YET.
- 14 • 06/27/2019: THE NAVIGATION/INFOTAINMENT DISPLAY WORKS
15 INTERMITTENTLY WHILE DRIVING THE VEHICLE, IT BECOMES
16 UNUSABLE AND ALSO JUST BLACKS OUT SO IF YOU ARE USING
17 THE NAVIGATION WHILE DRIVING IT BECOMES INOPERABLE
18 AND THE ONLY WAY TO CORRECT IT IS TO PULL OVER TURN
19 THE CAR OFF AND RESTART IT WHICH IS DANGEROUS. HONDA
20 HAS STATED THAT THEY ARE AWARE OF THE PROBLEM BUT
21 HAVE NO SOLUTION YET.
- 22 • 07/23/2019: INFOTAINMENT SCREEN WILL SOMETIMES JUST
23 START MAKING BEEPING NOISES AS IF YOU ARE PUSHING
24 BUTTONS, WHILE AT THE SAME TIME THE SCREEN GOES DARK,
25 AND OR THE SCREEN BRIGHTNESS OPTION COMES ON TO THE
26 SCREEN. DEALER SAYS ITS A KNOWN PROBLEM BUT I DON'T
27 SEE IT LISTED ANYWHERE. UNSAFE AND VERY DISTRACTING.
28 NOT SURE IF THE BACK-UP CAMERA WILL STILL WORK
 BECAUSE THE SYSTEM STARTED UP AGAIN AND IS NOW
 WORKING. VEHICLE WAS IN MOTION AND DIDN'T RESET UNTIL
 I TURNED THE CAR OFF AND BACK ON AGAIN.
- 08/06/2019: MY CONSOLE SCREEN HAS GONE BLACK AND DOES
 NOT WORK.

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- 08/10/2019: THE VEHICLE BRIGHTNESS CONTROL ON THE CENTER SCREEN BEEPS AND FLASHES AT RANDOM TIMES. THE BEEPING ALONE IS VERY DISTRACTING. THE SCREEN OFTEN GOES DARK. IT'S NECESSARY TO RESTART THE VEHICLE IN ORDER TO "RESET" THE DISPLAY, A POSSIBLY DANGEROUS SITUATION ON THE HIGHWAY. VEHICLE IS TYPICALLY IN MOTION EACH TIME THIS HAS OCCURRED ON VARIOUS ROADWAYS. THIS SITUATION WITH THE DISPLAY HAS REOCCURRED APPROXIMATELY TEN TIMES THUS FAR.
- 08/15/2019: THE TOUCHSCREEN IS HORRIBLE. DELAYED RESPONSE OFTEN WHEN TOUCHING ANY OF THE FEATURES LIKE AUDIO, CHANGING PRESET STATIONS ON THE RADIO ETC... FREEZES UP OFTEN AND THE "BRIGHTNESS" FEATURE WOULD APPEAR ON THE SCREEN BY ITSELF AND THE ONLY WAY TO GET RIDE OF IT IS TO TURN THE ENGINE OFF AND RESTART THE ENGINE. I HAVE NUMEROUS VIDEOS OF THE ISSUE. COMPLAINED TO DEALERSHIP EVEN BOUGHT IT IN TO HAVE IT LOOKED AT WHEN THE ISSUE IS HAPPENING SO THEY CAN SEE IT REALTIME AND TROUBLESHOOT. UNFORTUNATELY THEY WERE NOT ABLE TO DIAGNOSE THE ISSUE THE ONLY RESOLUTION WAS TO DO A FACTORY RESET OF THE TOUCHSCREEN. I AM STILL HAVING ISSUES. THE DEALERSHIP RECOMMEND ME TO CONTACT HONDA DIRECTLY TO REPORT ISSUE. THEY CAN'T REPLACE THE TOUCH SCREEN WITHOUT HONDA CORPORATE OFFICE APPROVING.
- 08/24/2019: WHILE DRIVING MY 2017 CRV, THE SCREEN/RADIO WILL FREEZE. I CAN'T TURN OFF THE RADIO, CHANGE THE SOURCE OR CHANNEL. THERE IS NO SOUND. AFTER THE CAR IS OFF FOR SEVERAL MINUTES AND RESTARTED THE SCREEN/RADIO WORKS NORMALLY.
- 08/26/2019: I AM HAVING THE SAME PROBLEM THE HONDA PILOT IS HAVING, MY INFOTAINMENT/RADIO HAS NOT WORKED SINCE I BOUGHT THE CAR ON MARCH 1ST. IT DOES NOT CONNECT TO

1 APPLE CAR PLAY AND THE SCREEN SUDDENLY JUST GOES
 2 BLACK. IT PLAYS PANDORA SPORADICALLY BUT NEVER
 3 WORKS CONSISTENTLY.

4 38. In addition, many purchasers and lessees of the Class Vehicles
 5 complained about the Display Defect on various public forums. The following are a
 6 few of the many complaints concerning the Class Vehicles that are publicly reported.
 7
 8 In many instances, the complaints also reveal that Honda, through its network of
 9 dealers and repair technicians, was well aware of the Display Defect:
 10

11 **2017 Model Year:**¹¹

- 12 • 12/01/2017: Every once in a while, say a few times a month. the brightness
 13 control will come up by itself. It beeps, and brings up the brightness settings
 14 as if I touched it. Then it goes off, and comes back again, beeping and
 15 flashing incessantly. It's as if a kid is messing around and touching the
 16 brightness button over and over. The only way to stop it is to pull over and
 17 turn off the engine. Resetting by holding down the volume button doesn't
 18 fix it right away.
- 19 • 12/12/2017: Audio system was automatically restarted once. Sometimes the
 20 brightness of the audio display screen automatically adjusts the brightness to
 21 increase or decrease while beeping. It also changes from day to night modes
 22 on broad day light. I had this happening several times I lost count of! Took it
 23 to the dealer at least 3 times for the same issue but they weren't able to
 24 figure out what's the issue or could not able to see the issue happening. Once
 25 they told automatic headlights can cause it. When it happens next time I've
 26 switched from Auto to Off/On positions. But it did not change anything
- 12/03/2018: Same as the first complaint. Like a kid repeatedly messing with

27 _____
 28 ¹¹ [https://www.carcomplaints.com/Honda/CR-V/2017/accessories-
 interior/brightness_control_beeps_and_flashes.shtml](https://www.carcomplaints.com/Honda/CR-V/2017/accessories-interior/brightness_control_beeps_and_flashes.shtml) (last visited September 23, 2019) (spelling and
 grammar mistakes remain as found in the original).

1 the brightness controls on the center display unit. Annoying, and there is no
2 near-term solve for it. Can really pose a problem if you become distracted by
3 it while driving highway speeds.

- 4
- 5 • 12/17/2018: The brightness screen suddenly comes on and won't go off; it
6 flashes, it beeps, the control screen (for the radio, gps, climate, etc.) will not
7 work while this is happening. Although this is my first report, this problem
8 has occurred 4 or 5 times in the 22 months that we've had the car. The only
9 way to resolve the issue is to pull over and turn off the car. Apparently, the
10 re-start must reboot the computer issue that is causing the glitch.

11 We spoke with the Honda service manager today; he'd never heard of
12 anything like this. Told us we'd have to leave the car for a couple of days so
13 he could work with Honda tech support to figure out what the problem is.
14 We didn't leave the car, as that is incredibly inconvenient for us. Next time
15 it happens, I intend to drive directly to the dealership and let them see it for
16 themselves.

17 Update from Jan 16, 2019: So, the day after talking to a service tech about
18 the problem, it happened again. We immediately drove to the dealership so a
19 tech could see it for himself. This tech said he'd experienced this problem
20 with another customer and Honda had replaced the entire "command
21 console", which is a \$2000 part. They gave us a loaner and kept our car for 6
22 days; the Honda super computer would "talk" to our car to see what the issue
23 was and what to do about it. Got a call yesterday; Honda is blaming the issue
24 on Panasonic, who manufactures the "command console"; Honda won't do
25 anything about the issue until Panasonic comes up with a fix. So, we are
26 waiting/hoping for a recall at some point. We've bought Hondas since 1979
27 (except for one Hyundai), and really thought better of them than this. This
28 isn't every single 2017 CRV that has this issue, obviously. Honda should
suck it up and replace the console.

- 03/18/2019: Besides having the issue of the car not heating up, I now have
an issue with my brand new cars audio. The brightness/contrast screen pops
up at random times beeping the whole time and flashing on and off without
any way to stop it other than pulling over and turning the car off. I bought an
extended warranty just for this and there is no fix. This is super annoying!

2018 Model Year:¹²

- 10/01/2018: My 2018 CR-V is repeatedly have central console issues while driving that is causing a big distraction and high risk of a crash. Brightness function is constantly changing to high, low and off while making noises and being unable to stop the issue until car is turned off. This is happening many times since the first year of use, reported to the Honda dealer where i bought id and their response is Honda has not come with a solution to fix it yet, and replacing the console is not an option because the problem wont be solved I am stuck with this issue for almost a year now and I don't know what to do!
- 10/01/2018: Purchased a new 2018 Honda CRV Touring in March of 2018. Five months into my purchase the media center started to glitch and the touch screen blacks out then takes no input from me. The volume will go from low to high, the screen brightness will go from low to high, the menu will randomly switch between different menu options and sometimes it will go completely black and freeze. I cannot use any of the functionality. I've been to two different Honda Dealership service centers and they've "reset" the unit multiple times and even replaced the "unit". The first "replaced the unit" repair lasted only until I was about to drive off the lot and the issue started again! Before I even drove off the lot! I left the vehicle again, they "reset" and again I pick up my vehicle, same day--issue occurs again. I've escalated to the management staff at the original purchase dealership as well as Corporate Honda only to be told there is "currently no fix."
- 04/14/2019: This is an ongoing problem that keeps getting worse. About 3-4 months after I purchased the CRV, it was changing displays and brightness of the screen, but not that often. Now it is happening every day. I have only owned this vehicle for about 14 months. If I drive it for more than 25-30 minutes, it will look like the CRV is haunted. It's like someone is pressing the "Brightness" button to bright, then night, then off. Then the display settings change. Sometimes the stations will change on their own. It beeps all the time. It starts off slow and then speeds up to a constant changing of

¹² https://www.carcomplaints.com/Honda/CR-V/2018/accessories-interior/infotainment_glitches.shtml and https://www.carcomplaints.com/Honda/CR-V/2018/accessories-interior/panasonic_console_defective.shtml (last visited September 23, 2019) (spelling and grammar mistakes remain as found in the original).

1 settings... BEEP, BEEP,BEEP,BEEP,BEEP... It's never ending! Rebooting
 2 the system while driving doesn't work. As it gets worse, it doesn't matter how
 3 much I touch/pound on the screen. It loses its touch sensitivity.

4 I brought it to the dealer to have it fixed. They said that Honda is aware of
 5 the problem and they do not have a fix for it. They suggested that I keep the
 6 brightness setting set to night all the time, but this does not work. The only
 7 fix seems to be shutting the car off and then turning it back on and then I'm
 8 good for another 25-30 minutes.

9 **2019 Model Year:**¹³

- 10 • 04/01/2019: Since I have owned the car. I have had problems at least once
 11 per week (i.e touch screen and it goes black; volume stops when navigating;
 12 volume control quits working, screen gets real dim,etc) To resolve the
 13 problem. I have to stop the car and restart it or do a reset to original values.
 14 Dealer claims that problem is with software and that Honda is attempting to
 15 come up with the corrections. It has been 4 months with no replacement or
 16 software updates. Now the Lane assist quit working and I am bringing it in
 17 AGAIN to the dealer
- 18 • 08/17/2019: "2019 CR-V INFOTAINMENT SCREEN WILL SOMETIMES
 19 JUST START MAKING BEEPING NOISES AS IF YOU ARE PUSHING
 20 BUTTONS, WHILE AT THE SAME TIME THE SCREEN GOES DARK,
 AND OR THE SCREEN BRIGHTNESS OPTION COMES ON TO THE
 SCREEN. RESTARTED ENGINE INFOTAINMENT WORKING FINE.

21 39. On another public forum, www.crvownersclub.com, numerous Class
 22 Vehicle drivers complained about the Display Defect as early as summer of 2017.¹⁴
 23
 24

25 _____
 26 ¹³ [https://www.carcomplaints.com/Honda/CR-V/2019/accessories-
 27 interior/infotainment_system_malfunction.shtml](https://www.carcomplaints.com/Honda/CR-V/2019/accessories-interior/infotainment_system_malfunction.shtml) (last visited September 23, 2019) (spelling and
 grammar mistakes remain as found in the original).

28 ¹⁴ <https://www.crvownersclub.com/threads/radio-display-randomly-dims-and-brightens.145521/> (last
 visited September 23, 2019).

1 40. Since that initial post, dozens of other Class Vehicle drivers reported the
2 same issue.¹⁵
3

4 41. Therefore, the number and substance of the consumer complaints is
5 sufficient to put Honda on notice that a serious safety defect is present in the Class
6 Vehicles.
7

8 42. But it is not only lack of repair that keeps owners of such Class Vehicles
9 frustrated. When the Display Screen malfunctions, it does so abruptly, without
10 warning, while the Class Vehicles are in motion on a public roadway.
11

12 43. The very system that was designed to keep drivers safe is in fact making
13 them less safe through distraction.
14

15 44. For example, on several occasions, the Display Screen went dark as
16 Rifkin and Schwert were using the navigation function, causing them a great deal of
17 distraction as they lost their navigation directions, and further causing them to pull
18 over, shut off car, restart the car, and re-enter their destination into navigation.
19

20 **C. Honda's Knowledge of the Display Defect**
21

22 45. Honda has had long standing knowledge of the Display Defect. As
23 discussed above, there exist a large number of customer complaints on the NHTSA
24 Office of Defect Investigations ("ODI") website, www.safercar.gov, as well as other
25 consumer forums addressing the Class Vehicles' Display Defect.
26

27 _____
28 ¹⁵ See <https://www.crvownersclub.com/threads/radio-display-randomly-dims-and-brightens.145521/>
and <https://www.crvownersclub.com/threads/touch-screen-problem.178233/> (last visited September
23, 2019).

1 46. Federal law requires automakers like Honda to be in close contact with
2 the NHTSA regarding potential auto defects, including imposing a legal requirement
3 (backed by criminal penalties) compelling the confidential disclosure of defects and
4 related data by automakers to NHTSA, including field reports, customer complaints,
5 and warranty data. *See* TREAD Act, Pub. L. No. 106-414, 114 Stat. 1800 (2000).
6
7

8 47. Honda has a legal obligation to identify and report emerging safety-
9 related defects to the NHTSA under the Early Warning Report requirements. *Id.*
10

11 48. Honda tracks the NHTSA databases for consumer complaints regarding
12 their automobiles as part of their ongoing legal obligation to identify potential defects
13 in their vehicles, including the Display Defect complaints. *Id.*
14

15 49. Consistent with its legal duties identified above, and in addition to dealer
16 reports made directly to Honda, Honda knew or should have known of the many
17 complaints about the Display Screen logged by NHTSA ODI, and the content,
18 consistency, and large number of those complaints that alerted, or should have alerted,
19 Honda to the Display Defect.
20

21 50. Furthermore, Honda admitted a defect with the Display Screen exists
22 when on January 23, 2019, Honda issued a Tech Line Summary Article titled
23 “Display Audio Screen Dims or Goes Dark by Itself.”
24

25
26 51. In the Tech Line Summary Article Honda said:

27 “We’re getting reports of the Display Audio screen dimming or
28 going dark by itself. We’re currently investigating this issue and

1 have traced its probable cause to a capacitive touch panel sensor
2 issue.

3 At this time, there’s no fix for this, so don’t replace the center
4 display unit. Current parts stock may have the same issue.

5 As a temporary measure, pressing the Day/Night icon will restore
6 the screen. Be sure to pass this on to the service advisors so they
7 can inform their customers.”

8 52. Notably, while Honda urged its dealer “to pass this on to the service
9 advisors so they can inform their customers,” there was no such urge or, let alone,
10 instruction to pass the TLSA on to the dealers’ sales departments to inform
11 prospective Honda consumers that the Class Vehicles they were about to purchase or
12 lease suffered from the Display Defect.
13

14 53. Although Honda knew of such Display Screen faults and limitations at
15 least as of January 23, 2019, when it published to its dealers the TLSA (and sooner as
16 Honda gathered information and data to prepare such publication), Honda has not
17 disclosed such Display Screen faults and limitations to consumers and to Plaintiffs
18 before they purchased their vehicles.
19
20

21 54. Thus, Honda’s issuance of the TLSA suggests a gathering of data and
22 information regarding the Display Defect and establishes Honda’s superior knowledge
23 of a defect that would not be readily available to the Plaintiffs and other consumers.
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28

1 **D. Honda has Actively Concealed or Suppressed the Display Defect**

2 55. While Honda has been fully aware of the Display Defect in the Class
3 Vehicles at least since January 23, 2019, it actively concealed the existence and nature
4 of the defect from Plaintiffs and Class Members at the time of purchase or lease.
5

6 56. Specifically, Honda failed to disclose or actively concealed at and after
7 the time of purchase or lease:
8

9 a. any and all known material defects or material nonconformity
10 of the Class Vehicles, including the defects relating to the
11 Display Screen;
12

13 b. that the Class Vehicles, including their Display Screens, were
14 not in good in working order, were defective, and were not fit
15 for their intended purposes; and
16

17 c. that the Class Vehicles and their Display Screens were
18 defective, despite the fact that Honda learned of such defects
19 through alarming failure rates, customer complaints, as well as
20 through other internal sources, at least as early as January of
21
22 2019.
23

24 57. Honda is, of course, currently aware that the Display Screen in the Class
25 Vehicles is malfunctioning in record numbers. But other than instructing its dealers to
26 tell Class Vehicle owners to press the Day/Night icon to restore the screen, which, as
27 evidenced by Plaintiffs' experiences and experiences by numerous other Class
28

1 Vehicles drivers –does not restore the Display Screen functionality – Honda has no
2 fix.

3
4 58. Honda has never disclosed the Display Defect to consumers – through its
5 dealerships or otherwise. It has not even stopped selling CR-V vehicles with defective
6 Display Screens; it continues to sell them – without including any warning – as both
7 new vehicles and used vehicles.
8

9 59. The Plaintiffs and members of the Class would not have purchased the
10 Class Vehicles, or would have paid less for the Class Vehicles, had they known, prior
11 to their respective time of purchase or lease, of the Display Defect in the Class
12 Vehicles.
13

14
15 **E. Honda's New Vehicle Limited Warranty**

16 60. Prior to purchasing their vehicles, Plaintiffs relied upon Honda's
17 representations of a New Vehicle Limited Warranty that accompanied the sale or lease
18 of their vehicles, and such representations were material to Plaintiffs' decision to
19 purchase or lease their vehicles.
20

21 61. Specifically, each Class Vehicle sale or lease is accompanied with
22 Honda's 3-year / 36,000-mile New Vehicle Limited Warranty.
23

24 62. The terms of Honda's New Vehicle Limited Warranty are contained in
25 the warranty booklet that Plaintiffs and all class members received at the time they
26 purchased or leased the Class Vehicles.
27
28

1 64. The Song-Beverly Act requires every manufacturer to establish a repair
2 facility in California to service the express warranty. Cal. Civ. Code § 1793.2(a).

3
4 65. Further, Honda’s authorized dealers expressly assented to perform
5 warranty repairs on the Class Vehicles, necessary to bring Honda in compliance with
6 the Song-Beverly Act and in compliance with Honda’s express warranty.
7

8 66. Honda controls execution of all warranty repairs by its dealers, as it
9 provides training, materials, special tools, diagnostic software, and replacement parts
10 to its dealers, and demands that the warranty repairs be performed in strict accordance
11 with its repair guidelines, Technical Service Bulletins, Job’s Aids, and other
12 instructions.
13

14
15 67. Further, Honda requires its authorized dealers to submit detailed data
16 regarding repairs.
17

18 68. In return, Honda pays its authorized dealers a monetary compensation for
19 such warranty repairs.
20

21 69. Therefore, Honda’s authorized dealers are its agents for purposes of
22 vehicle repairs, and knowledge of a defect reported to any such dealer can be imputed
23 to Honda.
24

25 **F. Allegations Applicable to Plaintiff Woo**

26 70. On or about January 12, 2019, Woo purchased a new 2018 Honda CR-V
27 EX vehicle, Vehicle Identification Number 5J6RW1H57JA013104 (the “Woo
28 Vehicle”) from Wittmeier Honda in Chico, California, an authorized dealership of

1 Honda (hereafter “Wittmeier Honda”), primarily for personal, family, and household
2 purposes.
3

4 71. The Woo Vehicle came equipped with Infotainment Features accessible
5 and operable via the Display Screen.
6

7 72. At the time Woo purchased the Woo Vehicle, Wittmeier Honda made
8 representations as to the Woo Vehicle’s performance and quality and assured Woo
9 that it was accompanied by Honda’s New Vehicle Limited Warranty and was free
10 from defects of workmanship.
11

12 73. Thereafter, continuing malfunctions, defects, and problems have plagued
13 the Woo Vehicle.
14

15 74. On March 26, 2019, Woo called San Leandro Honda in San Leandro,
16 California, an authorized Honda dealership (hereafter “San Leandro Honda”). Woo
17 complained to Kevin Wong, a Service Advisor, that the Display Screen had
18 unexpectedly switched its brightness setting, then went dark, and that the Display
19 Screen continued that cycle rendering the Infotainment Features inoperable and
20 uncontrollable. The Display Screen would then either resolve the issue itself or Woo
21 had to stop the car and restart it to stop the issue. *See* Illustration 2 & 3, below.
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Illustration 2

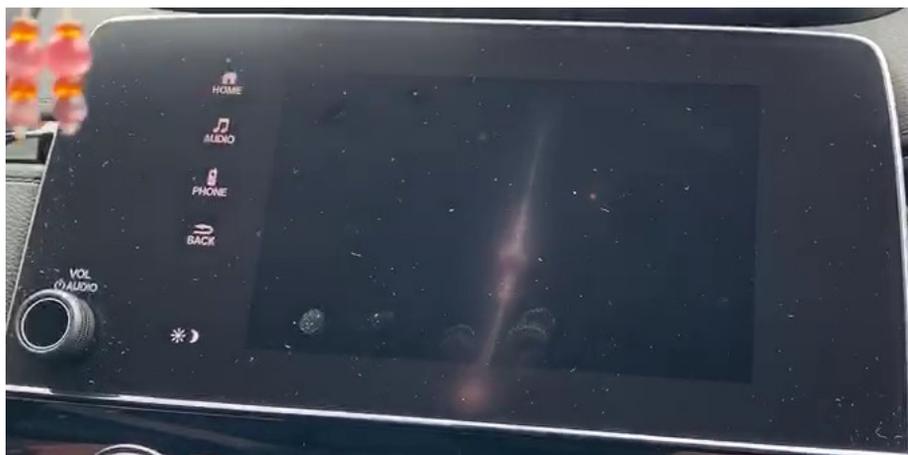


Illustration 3

75. Kevin Wong told Woo that it was a known Display Defect, that Honda put out a TLSA for that defect, and that Honda had no fix for it.

76. On April 3, 2019, Woo went to San Leandro Honda and complained to Jessica Heringer, a Service Advisor, that his vehicle continued to suffer from the Display Defect.

77. Jessica Heringer told Woo that Honda had no fix for the Display Defect.

1 78. On April 6, 2019, Woo brought his vehicle to Honda of Oakland in
2 Oakland, California, an authorized Honda dealership (hereafter “Oakland Honda”),
3 and complained about the Display Defect.
4

5 79. Woo further complained that when he used the vehicle’s smartphone
6 integration feature, it caused his phone to go “haywire.”
7

8 80. Oakland Honda kept Woo’s car for four (4) hours and attempted a repair
9 through a system reset.
10

11 81. Oakland Honda advised Woo that Honda was aware of the Display
12 Defect, but Honda had no resolution at that time.
13

14 82. The Woo Vehicle was ready for pick up the same day.

15 83. On April 12, 2019, Woo called Honda Customer Relations and
16 complained that his car continued to suffer from the Display Defect which Honda
17 dealers failed to fix.
18

19 84. Honda Customer Relations opened a claim number 09491569 and
20 responded that Honda had no fix for the Display Defect and told Woo to check with
21 Honda at a later date.
22

23 85. On April 15, 2019, Woo called San Francisco Honda in San Francisco,
24 California, an authorized Honda dealership (hereafter “San Francisco Honda”), and
25 complained to Tyrone Pratt, Assistant Service Manager, that his car continued to
26 suffer from the Display Defect.
27

28 86. Tyrone Pratt told Woo that Honda still had no solution to the problem.

1 87. On April 17, 2019, Woo called Anderson Honda in Palo Alto, California,
2 an authorized Honda dealership (hereafter “Anderson Honda”), and complained to
3 Diego Gonzales, a Service Advisor, that his car continued to suffer from the Display
4 Defect.
5

6 88. Diego Gonzales told Woo that Honda had no fix for the Display Defect.
7

8 89. Honda’s failure to repair the ongoing Display Defect in the Woo Vehicle
9 caused Woo great frustration and aggravation, especially since the defect and
10 unexpected loss of Infotainment Features caused dangerous distracted driving.
11

12 90. In addition, to stop the Display Screen reboot cycle and regain control of
13 the Infotainment Features, Woo had to stop driving his vehicle and restart its engine,
14 since pressing the Day/Night icon, as called for by Honda’s TLSA, failed to restore
15 the Display Screen functionality.
16

17 91. On April 25, 2019, Woo, through his counsel, sent a letter to Honda
18 advising that, despite Woo’s numerous attempts to obtain a repair, the Woo Vehicle’s
19 Display Screen was still defective.
20

21 92. In response, Honda said “[o]ur records indicate that the customer’s
22 concerns have been reviewed and addressed per the terms of Honda’s New Vehicle
23 Limited Warranty” and did not offer to repair the Woo Vehicle.
24

25 93. The defects experienced by Woo substantially impair the use, value, and
26 safety of the Woo Vehicle.
27
28

1 94. Woo could not reasonably have discovered said nonconformities in the
2 vehicle prior to his acceptance of the Woo Vehicle.
3

4 **G. Allegations Applicable to Plaintiff Rifkin**

5 95. On or about April 6, 2017, Rifkin purchased a new 2017 Honda CR-V
6 EX vehicle, Vehicle Identification Number 2HKRW2H57HH622675 (the “Rifkin
7 Vehicle”) from Mile High Honda in Denver, Colorado, an authorized Honda
8 dealership (hereafter “Mile High Honda”), primarily for personal, family, and
9 household purposes.
10
11

12 96. The Rifkin Vehicle came with Infotainment Features accessible and
13 operable via the Display Screen.
14

15 97. At the time Rifkin purchased the Rifkin Vehicle, Mile High Honda made
16 representations as to the Rifkin Vehicle’s performance and quality and assured Rifkin
17 that it was accompanied by Honda’s New Vehicle Limited Warranty and was free
18 from defects of workmanship.
19

20 98. Thereafter, continuing malfunctions, defects, and problems plagued the
21 Rifkin Vehicle.
22

23 99. On July 18, 2018, Rifkin brought his vehicle for repair to Mile High
24 Honda and complained that, as he was driving, the Display Screen unexpectedly
25 switched to a brightness setting and then went dark, and that the Display Screen
26 continued through this cycle, rendering the Infotainment Features inoperable and
27
28

1 uncontrollable. As with Woo, to stop the cycling, Rifkin had to stop his car and
2 restart his engine. *See* Illustration 4.
3



13 Illustration 4

14 100. Mile High Honda did not give Rifkin a work order for the July 18, 2018
15 visit nor did it repair the vehicle.
16

17 101. On August 8, 2018, Rifkin returned to Mile High Honda and complained
18 that the Display Defect continued and was occurring every three days, and the only
19 way to stop it was to turn the car off.
20

21 102. Mile High Honda verified Rifkin's complaint and attempted a repair by
22 replacing the entire Display Screen.
23

24 103. The Rifkin Vehicle was ready for pick up on August 10, 2018.

25 104. On November 8, 2018, Rifkin brought his vehicle to Mile High Honda
26 and complained that it continued to suffer from the Display Defect.
27
28

1 105. In response, Mile High Honda attempted a repair by performing a hard
2 system reset.

3
4 106. In addition, Mile High Honda called Honda's techline for repair
5 assistance and was told that as of October 29, 2018, the Display Defect was under
6 investigation and that the Display Screen should not be replaced until further notice.
7

8 107. On March 12, 2019, Rifkin returned his car to Mile High Honda and
9 complained that it continued to suffer from the Display Defect.

10
11 108. In response, Mile High Honda told Rifkin that Honda had no fix for the
12 Display Defect.

13
14 109. On or about April 3, 2019, Rifkin called Honda Customer Relations and
15 complained that his vehicle continued to suffer from the Display Defect which
16 Honda's dealer failed to fix.

17
18 110. Honda Customer Relations representative opened claim number
19 09439380. The representative did not advise how, when, or if the Display Screen
20 defect could be fixed.

21
22 111. Honda's failure to repair the ongoing Display Defect in the Rifkin
23 Vehicle caused Rifkin great frustration and aggravation, especially since the defect
24 and unexpected loss of Infotainment features caused dangerous and distracted driving.
25

26 112. In addition, to stop the Display Screen reboot cycle and regain control of
27 the Infotainment Features, Rifkin had to stop driving his car and restart its engine,
28

1 since pressing the Day/Night icon, as called for by Honda's TLSA, failed to restore
2 the Display Screen functionality.
3

4 113. Furthermore, on several occasions, the Display Screen went dark as
5 Rifkin was using navigation, causing him to lose navigation directions entirely. To
6 temporarily stop the defect, Rifkin had to pull over, shut off and restart the car, and re-
7 enter his destination into navigation.
8

9 114. On April 29, 2019, Rifkin, through his counsel, sent a letter to Honda,
10 advising it that, despite Rifkin's numerous attempts to obtain a repair, the Rifkin
11 Vehicle's Display Screen was still defective.
12

13 115. In response, Honda said "[o]ur records indicate that the customer's
14 concerns have been reviewed per the terms of Honda's New Vehicle Limited
15 Warranty" and did not offer to repair the Rifkin Vehicle.
16

17 116. The defects experienced by Rifkin substantially impair the use, value,
18 and safety of the Rifkin Vehicle.
19

20 117. Rifkin could not reasonably have discovered said nonconformities in the
21 vehicle prior to his acceptance of the Rifkin Vehicle.
22

23 **H. Allegations Applicable to Plaintiff Schwert**

24 118. On or about December 30, 2017, Schwert purchased a new 2018 Honda
25 CR-V Touring vehicle, Vehicle Identification Number 7FARW1H91JE011109 (the
26 "Schwert Vehicle") from Economy Honda Superstore in Chattanooga, Tennessee, an
27
28

1 authorized Honda dealership (hereafter “Economy Honda”), for his personal, family,
2 and household purposes.

3
4 119. The Schwert Vehicle came equipped with Infotainment Features
5 accessible and operable via the Display Screen.

6
7 120. At the time Schwert purchased the Schwert Vehicle, Economy Honda
8 made representations as to the Schwert Vehicle’s performance and quality and assured
9 Schwert that it was accompanied by Honda’s New Vehicle Limited Warranty and was
10 free from defects of workmanship.

11
12 121. Thereafter, continuing malfunctions, defects, and problems plagued the
13 Schwert Vehicle.

14
15 122. On July 16, 2018, Schwert brought his car for repair to Economy Honda
16 and complained that at times, as he was driving, the Display Screen unexpectedly
17 went dark, rendering Infotainment Features inoperable and uncontrollable.

18
19 123. Economy Honda attempted a repair and shortly thereafter advised
20 Schwert that his vehicle was ready for pick up.

21
22 124. On August 27, 2018, Schwert returned his car to Economy Honda and
23 complained that the Schwert Vehicle continued to suffer from the Display Defect.

24
25 125. Economy Honda verified Schwert’s complaint and advised Schwert that
26 he would need to return his car for repair at a later time.

27
28 126. On November 12, 2018, Schwert brought his car to Economy Honda
again and complained that it continued to suffer from the Display Defect.

1 127. Economy Honda attempted a repair and shortly thereafter advised
2 Schwert that his vehicle was ready for pick up.

3
4 128. On December 27, 2018, Schwert brought his vehicle to Economy Honda
5 again and complained that it continued to suffer from the Display Defect.

6
7 129. In response, Economy Honda disconnected the vehicle's battery and
8 performed a system reset.

9
10 130. In addition, Economy Honda told Schwert that Honda was aware of the
11 Display Defect but had no fix for it.

12 131. On December 28, 2018, Schwert called Honda's customer service and
13 complained about the Display Defect in his vehicle, to which Honda responded that it
14 was aware of the issue but had no fix.

15
16 132. During that call, Schwert asked Honda why it was selling cars to
17 unsuspecting consumers knowing that there were issues with the Display Screen, to
18 which Honda advised its engineers were now working on a fix.

19
20 133. On January 22, 2019, Schwert, through his counsel, sent a letter to
21 Honda, advising it that, despite Schwert's numerous attempts to obtain a repair, the
22 Schwert Vehicle's Display Screen was defective.

23
24 134. Honda responded with a request to perform another repair of the Schwert
25 Vehicle.

26
27 135. On March 5, 2019, Schwert brought his car to Economy Honda in
28 response to Honda's request for an opportunity to repair the Display Defect.

1 136. During that visit, Economy Honda attempted a repair by replacing the
2 Display Screen.
3

4 137. The Schwert Vehicle was ready for pick up on March 7, 2019.

5 138. However, despite all the repairs, the Schwert Vehicle continues to suffer
6 from the Display Defect where the Schwert Vehicle's Display Screen intermittently
7 goes dark, or the Display Screen's buttons freeze, rendering radio, navigation, and
8 other Infotainment Features inoperable, while the vehicle is in motion, causing
9 Schwert great distraction and aggravation.
10
11

12 139. In addition, to get the Display Screen to work and regain control of the
13 Infotainment Features, Schwert repeatedly had to stop driving his vehicle and restart
14 its engine.
15

16 140. Furthermore, on several occasions, the Display Screen went dark as
17 Schwert was using navigation, causing him to lose navigation directions, pull over,
18 shut off car, restart the car, and re-enter his destination into navigation.
19

20 141. The defects experienced by Schwert substantially impair the use, value,
21 and safety of the Schwert Vehicle.
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23 142. Schwert could not reasonably have discovered said nonconformities in
24 the vehicle prior to his acceptance of the Schwert Vehicle.
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CLASS ACTION ALLEGATIONS

A. The Class

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

Nationwide Class: All persons or entities in the United States who bought or leased a Class Vehicle (the “Nationwide Class”).

144. Pursuant to Fed. R. Civ. P. 23(c)(5), Plaintiffs seek to represent the following state classes (and other states with substantially similar warranty laws) only in the event that the Court declines to certify the Nationwide Class:

California Class (and other States with substantially similar laws):
All persons or entities in the state of California who bought or leased a Class Vehicle (the “California Class”)

Colorado Class (and other States with substantially similar laws): All persons or entities in the state of Colorado who bought or leased a Class Vehicle (the “Colorado Class”).

Tennessee Class (and other States with substantially similar laws):
All persons or entities in the state of Tennessee who bought or leased a Class Vehicle (the “Tennessee Class”).

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

B. Numerosity

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

1 discovery process, Plaintiffs believe, and on that basis allege, that hundreds of
2 thousands of Class Vehicles have been sold and leased in each of the States that are
3 the subject of the Classes.
4

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

6 147. There are questions of law and fact common to the Class that
7 predominate over any questions affecting only individual Class members. These
8 questions include:
9

- 10
- 11 a. Whether the Class Vehicles were sold with defective Display Screen
12 that causes such system to intermittently malfunction;
 - 13 b. Whether Honda knew about the Display Defect but failed to disclose
14 the problem and its consequences to its customers at the time of sale
15 or lease;
 - 16 c. Whether Honda breached express warranties and MMWA when it
17 failed to repair the Display Defect;
 - 18 d. Whether Honda breached implied warranties and MMWA when it
19 sold vehicles that contain defective Display Screen;
 - 20 e. Whether Honda violated the UCL;
 - 21 f. Whether Honda violated the CLRA;
 - 22 g. Whether Honda is liable for damages, and the amount of such
23 damages;
 - 24
 - 25
 - 26
 - 27
 - 28

1 h. Whether Honda should be required to disclose the existence of the
2 defect; and

3
4 i. Whether Plaintiffs and class members are entitled to equitable relief
5 including injunctive relief.

6
7 **D. Typicality**

8 148. The Plaintiffs' claims are typical of the claims of the Classes since each
9 Plaintiff purchased a defective Class Vehicle, as did each member of the Classes.
10 Furthermore, Plaintiffs and all members of the Classes sustained economic injuries
11 arising out of Defendant's wrongful conduct. Plaintiffs are advancing the same claims
12 and legal theories on behalf of themselves and all absent Class members.
13
14

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

16 149. Plaintiffs will fairly and adequately protect the interests of the Class and
17 have retained counsel experienced in handling class actions and claims involving
18 unlawful business practices. Neither Plaintiffs nor their counsel has any interests
19 which might cause them not to vigorously pursue this action.
20
21

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

23 150. A class action is the superior method for the fair and efficient
24 adjudication of this controversy. The injury suffered by each individual Class
25 member is relatively small in comparison to the burden and expense of individual
26 prosecution of the complex and extensive litigation necessitated by Defendant's
27 conduct. It would be virtually impossible for members of the Class individually to
28

1 redress effectively the wrongs done to them. Even if the members of the Class could
2 afford such individual litigation, the court system could not. Individualized litigation
3 presents a potential for inconsistent or contradictory judgments. Individualized
4 litigation increases the delay and expense to all parties, and to the court system,
5 presented by the complex legal and factual issues of the case. By contrast, the class
6 action device presents far fewer management difficulties, and provides the benefits of
7 single adjudication, an economy of scale, and comprehensive supervision by a single
8 court. Upon information and belief, members of the Classes can be readily identified
9 and notified based on, inter alia, Defendant's vehicle identification numbers, warranty
10 claims, registration records, and database of complaints.

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

18 **CHOICE OF LAW ALLEGATIONS**

19
20 152. It is appropriate to apply California law to the nationwide claims because
21 California's interest in this litigation exceeds that of any other state. Honda does
22 substantial business in California, its principal offices are located in California, and it
23 maintains over 100 authorized dealerships in California – more than any other state.
24

25
26 153. The conduct that forms the basis for each and every class member's
27 claims against Honda emanated from Honda's headquarters in Torrance, California.
28 Honda's marketing department, warranty department, customer affairs department,

1 and engineering and design analysis groups are all located in Torrance, California, and
2 it is those departments which were responsible for the decision to conceal the Display
3 Defect from Honda's customers and to systematically deny or fail to repair resulting
4 nonconformities with the Display Screen.
5

6 154. The State of California also has the greatest interest in applying its law to
7 class members' claims. Its governmental interests include not only an interest in
8 compensating resident consumers under its consumer protection laws, but also under
9 the State's interest in using its laws to regulate a resident corporation and preserve a
10 business climate free of deceptive practices.
11

12 155. Based on the foregoing, such policies, practices, acts, and omissions
13 giving rise to this action were developed in, and emanated from, Defendant's
14 headquarters in Torrance, California. As detailed above, Honda also came to know, or
15 should have come to know, of the Display Defect through the activities of Honda
16 divisions and affiliated entities located within California. Accordingly, the State of
17 California has the most significant relationship to this litigation and its law should
18 govern.
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23 **FIRST CAUSE OF ACTION**

24 **Breach of Warranty Pursuant to the Magnusson-Moss Warranty Act,
25 15 U.S.C. §2301, *et seq.***

26 **(On Behalf of the Nationwide Class or, in the Alternative, the State Classes)**

27 156. The Plaintiffs incorporate by reference all of the above paragraphs of this
28 Complaint as though fully stated herein.

1 157. The Plaintiffs and each class member are a “consumer” as defined in 15
2 U.S.C. § 2301(3).

3
4 158. Defendant is a “supplier” and “warrantor” as defined in 15 U.S.C. §
5 2301(4) and (5).

6
7 159. The Class Vehicles are each a “consumer product” as defined in
8 15 U.S.C. § 2301(6).

9 160. 15 U.S.C. § 2310(d)(1) provides a cause of action for any consumer who
10 is damaged by the failure of a warrantor to comply with the written and implied
11 warranties.

12
13 161. The Defendant’s failure to repair the Class Vehicles’ Display Screen
14 within the applicable warranty period constitutes a breach of the written and implied
15 warranties applicable to the Class Vehicles.

16
17 162. Despite repeated demands, Defendant has failed to remedy the Class
18 Vehicles’ defects within a reasonable time, and/or a reasonable number of attempts,
19 thereby breaching the written and implied warranties applicable to the Class Vehicles.
20

21 163. Defendant’s breaches of the written and implied warranties constitutes a
22 breach of the Magnusson-Moss Warranty Act, 15 U.S.C. §2301, *et seq.*

23
24 164. As a result of Defendant’s breaches of the written and implied warranties,
25 and Defendant’s failure to remedy the same within a reasonable time, Plaintiffs and
26 Class Members have suffered damages.
27

28

NATIONWIDE OR CALIFORNIA CLASS

SECOND CAUSE OF ACTION

**Breach of Express Warranty under Cal. Comm. Code § 2313
(On Behalf of the Nationwide Class or, in the Alternative, the State Classes)**

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

7
8 166. In connection with the sale or lease of the Class Vehicles to Plaintiffs and
9 Class Members, Defendant provided Plaintiffs and Class Members with a New
10 Vehicle Limited Warranty, under which it agreed to repair original components found
11 to be defective in material or workmanship under normal use and maintenance,
12 including the Display Screen.

13
14
15 167. Plaintiffs and Class Members relied on Defendant’s warranties when they
16 agreed to purchase or lease the Class Vehicles, and Defendant’s warranties were part
17 of the basis of the bargain.

18
19 168. Defendant breached these express warranties in that the Class Vehicles
20 suffer from the above-described defects with the Display Screen, which substantially
21 impair the Class Vehicles’ use, safety, and value to Plaintiffs and Class Members.

22
23 169. Plaintiffs and Class Members have given Defendant reasonable
24 opportunities to cure said defects, but Defendant has been unable to do so within a
25 reasonable time.

26
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1 170. As a result of said nonconformities, Plaintiffs and Class Members cannot
2 reasonably rely on the Class Vehicles for the ordinary purpose of safe, comfortable,
3 and efficient transportation.
4

5 171. Plaintiffs and Class Members could not reasonably have discovered said
6 nonconformities with the Class Vehicles prior to Plaintiffs' and Class Members'
7 acceptance of the Class Vehicles.
8

9 172. Plaintiffs and Class Members would not have purchased the Class
10 Vehicles, or would have paid less for the Class Vehicles, had they known, prior to
11 their respective time of purchase or lease, that the Display Screen did not function as
12 advertised and warranted.
13
14

15 173. As a result of Defendant's breach of express warranties, Plaintiffs and
16 Class Members have been damaged in an amount that is the difference between the
17 value of Class Vehicles if they had possessed the qualities and attributes represented
18 and the value of the Class Vehicles Plaintiffs and Class Members actually received.
19

20 **THIRD CAUSE OF ACTION**

21 **Breach of Express Warranty Pursuant to Song-Beverly**
22 **Consumer Warranty Act – Cal. Civ. Code §§ 1793 and 1791.2, *et seq.***
23 **(In the Alternative, on Behalf of California Class only)**

24 174. Plaintiff Woo (Plaintiff for purposes of California Class Count)
25 incorporates by reference all of the above paragraphs of this Complaint as though
26 fully stated herein.
27
28

1 175. Woo and California Class Members are each a “buyer” as defined in Cal.
2 Civ. Code § 1791(b).

3
4 176. Defendant is a “manufacturer” as defined in Cal. Civ. Code § 1791(j).

5 177. The Class Vehicles are each a “consumer good” as defined in Cal. Civ.
6 Code § 1791(a).

7
8 178. Cal. Civ. Code § 1794 provides a cause of action for any consumer who
9 is damaged by the failure of a manufacturer to comply with an express warranty.

10
11 179. In connection with the sale or lease of the Class Vehicles to Woo and
12 California Class Members, Defendant provided Woo and California Class Members
13 with express warranties within the meaning of Cal. Civ. Code §§ 1791.2 and 1793.2.

14
15 180. Specifically, in connection with the sale or lease of the Class Vehicles to
16 Woo and California Class Members, Defendant provided Woo and California Class
17 Members with a New Vehicle Limited Warranty, under which it agreed to repair
18 original components found to be defective in material or workmanship under normal
19 use and maintenance, including the Display Screen.

20
21
22 181. Woo and California Class Members relied on Defendant’s warranties
23 when they agreed to purchase or lease the Class Vehicles and Defendant’s warranties
24 were part of the basis of the bargain.

25
26 182. Defendant breached these express warranties in that the Class Vehicles
27 suffer from the above-described defects with the Display Screen, which substantially
28

1 impair the Class Vehicles' use, safety, and value to Woo and California Class
2 Members.

3
4 183. Woo and California Class Members have given Defendant reasonable
5 opportunities to cure said defects, but Defendant has been unable to do so within a
6 reasonable time.

7
8 184. As a result of said nonconformities, Woo and California Class Members
9 cannot reasonably rely on the Class Vehicles for the ordinary purpose of safe,
10 comfortable, and efficient transportation.

11
12 185. Woo and California class members could not reasonably have discovered
13 said nonconformities with the Class Vehicles prior to Woo's and California Class
14 Members' acceptance of the Class Vehicles.

15
16 186. Woo and California Class Members would not have purchased the Class
17 Vehicles, or would have paid less for the Class Vehicles, had they known, prior to
18 their respective time of purchase or lease, that the Display Screen did not function as
19 advertised and warranted.

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22 187. As a result of Defendant's breach of express warranties, Woo and
23 California Class Members have been damaged in an amount that is the difference
24 between the value of Class Vehicles if they had possessed the qualities and attributes
25 represented and the value of the Class Vehicles Woo and California Class Members
26 actually received.

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FOURTH CAUSE OF ACTION

**Breach of Implied Warranty Pursuant to Song-Beverly
Consumer Warranty Act – Cal. Civ. Code §§ 1792 and 1791.1, *et seq.*
(On Behalf of the Nationwide Class or, in the Alternative, the State Classes)**

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

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

190. The Class Vehicles were subject to implied warranties of merchantability running from the Defendant to Plaintiffs and Class Members.

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

192. Defendant breached the implied warranty of merchantability in that the Class Vehicles suffer from the above-described defects with the Display Screen and thus were not in merchantable condition when Plaintiffs and Class Members purchased or leased them, or at any time thereafter, and the Class Vehicles are unfit for the ordinary purposes for which such vehicles are used.

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

194. The very system that was designed to keep drivers safe is in fact making them less safe by detracting their attention and poses enough of a safety risk that Class Vehicles cannot be said to provide safe and reliable transportation.

1 195. As a result of Defendant’s breach of the applicable implied warranties,
2 owners and lessees of the Class Vehicles suffered an ascertainable loss of money,
3 property, and/or value of their Class Vehicles.
4

5 196. Additionally, as a result of the Display Defect, Plaintiffs and Class
6 Members were harmed and suffered actual damages in that the Class Vehicles’
7 Display Screens are substantially certain to fail before and after the expiration of
8 applicable warranties.
9

10 197. Defendant’s actions, as complained of herein, breached the implied
11 warranty that the Class Vehicles were of merchantable quality and fit for such use in
12 violation of California Civil Code §§ 1792 and 1791.1.
13

14
15 **FIFTH CAUSE OF ACTION**
16 **Violation of the Consumers Legal Remedies Act,**
17 **Cal. Civil Code §§ 1750, *et seq.***
18 **(On Behalf of the Nationwide Class or, in the Alternative, the State Classes)**

19 198. Plaintiffs incorporate by reference all of the above paragraphs of this
20 complaint as though fully stated herein.

21 199. The California Consumers Legal Remedies Act, Cal. Civil Code §§ 1750,
22 *et seq.* (“CLRA”) prohibits various deceptive practices in connection with the conduct
23 of a business providing goods, property, or services to consumers primarily for
24 personal, family, or household purposes. The self-declared purposes of the CLRA are
25 to protect consumers against unfair and deceptive business practices and to provide
26
27
28

1 efficient and economical procedures to secure such protection. Cal. Civil Code §
2 1760.

3
4 200. Defendant is a “person” as defined in Cal. Civil Code § 1761(c).

5 201. Plaintiffs and Class Members are “consumers” as defined in Cal. Civil
6 Code § 1761(d).

7
8 202. The Class Vehicles and the Display Screen constitute “goods” and
9 “services,” as defined by Cal. Civ. Code § 1761(a) and (b).

10
11 203. Plaintiffs’ and Class Members’ purchases or leases of the Class Vehicles
12 constitute “transactions,” as defined by Cal. Civ. Code § 1761(e).

13
14 204. Plaintiffs and Class Members purchased or leased the Class Vehicles for
15 personal, family, and household purposes, as defined by Cal. Civ. Code § 1761(d).

16 205. Venue is proper under Cal. Civ. Code § 1780(d) because a substantial
17 portion of the conduct at issue occurred in this District.

18
19 206. Defendant violated California Civil Code § 1770(a)(5), (7), (14), and (16)
20 when it sold or leased Plaintiffs and Class Members the Class Vehicles with
21 knowledge that they contained defects with their Display Screen and knowingly
22 concealed said defects from Plaintiffs and Class Members with the intent that
23 Plaintiffs and Class Members rely upon its concealment.

24
25
26 207. The Class Vehicles’ faulty Display Screen poses an unreasonable safety
27 risk to consumers and other members of the public with whom they share the road.
28

1 Honda had exclusive knowledge of the defect and has actively concealed it from
2 consumers.
3

4 208. In the course of Defendant's business, Defendant willfully failed to
5 disclose and actively concealed that the Class Vehicles are defective. The existence of
6 the Display Defect, which manifests in all or substantially all of the Class Vehicles, is
7 material to a reasonable consumer in that it poses an unreasonable risk to their safety,
8 may lead to thousands of dollars in repair expenses, and causes the Class Vehicles to
9 be worth substantially less than they would otherwise be valued.
10
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12 209. In purchasing or leasing the Class Vehicles, Plaintiffs and Class
13 Members were deceived by Defendant's failure to disclose that the Class Vehicles
14 suffered from the Display Defect as described above, or that Defendant would not
15 cure such defect as required under applicable warranties.
16

17 210. In purchasing or leasing the Class Vehicles, Plaintiffs and Class
18 Members were deceived by Defendant's failure to disclose that the Display Screen is
19 substantially likely to fail in the course of ordinary use of the Class Vehicles.
20
21

22 211. Defendant owed Plaintiffs and Class Members a duty to disclose the truth
23 about the Display Defect because:

- 24 a. Defendant was in a superior position to know the true state of
25 facts about the safety defect in the Class Vehicles' Display
26 Screen;
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- b. Defendant knew that the Class Vehicles and their Display Screens suffered from an inherent defect, were defectively designed or manufactured, and were not suitable for their intended use;
- c. Defendant made partial disclosures about the quality of the Class Vehicles without revealing the defective nature of the Class Vehicles and their Display Screens; and
- d. Defendant actively concealed the defective nature of the Class Vehicles and their Display Screens from Plaintiffs and Class Members.

212. Defendant had a duty to disclose that due to the Display Defect, the Display Screen in the Class Vehicles regularly and systematically malfunctions, causing the Display Screen (1) to dim or go dark by itself, or (2) freeze, or (3) go into full bright mode blinding driver during night time, causing distraction to the driver, and rendering Infotainment Features inoperable, because Plaintiffs and Class Members relied on Defendant’s material representations that the Class Vehicles they were purchasing or leasing were equipped with a functional Display Screen, free from defects.

213. Defendant intentionally and knowingly concealed material facts regarding the Class Vehicles with an intent to mislead Plaintiffs and Class Members.

1 214. Plaintiffs and Class Members reasonably relied upon Defendant's false
2 misrepresentations. They had no way of knowing that Defendant's representations
3 were false and gravely misleading.
4

5 215. Plaintiffs and Class Members were unaware of the Display Defect and
6 that the Display Screen is substantially likely to fail in the course of normal everyday
7 driving conditions and would not have purchased the Class Vehicles, or would have
8 paid less for the Class Vehicles, had they known, prior to their respective time of
9 purchase or lease, of such defects in the Class Vehicles.
10
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12 216. As a result of Defendant's acts, Plaintiffs and Class Members have
13 suffered damages. Plaintiffs and Class Members would not have purchased or leased
14 Class Vehicles had the defect and associated risks been disclosed to them. They are
15 left with vehicles of diminished value and utility because of such defect, which
16 continues to pose a safety risk.
17
18

19 217. Plaintiffs seek an order requiring Honda to immediately disclose the
20 existence of the Display Defect and associated risks to all existing and prospective
21 customers, to repair the defect and all resulting damage in Class Vehicles free of
22 charge, and to cease selling new or certified pre-owned Class Vehicles through its
23 dealerships until the defect is remedied.
24
25

26 218. Plaintiffs provided Defendant with notice of its violations of the CLRA
27 pursuant to California Civil Code § 1782(a). Defendant failed to provide appropriate
28 relief for their violations of the CLRA. Therefore, Plaintiffs seek monetary,

1 compensatory, and punitive damages, in addition to the injunctive and equitable relief
2 that he sought before.
3

4 **SIXTH CAUSE OF ACTION**
5 **Violation of California’s Unfair Competition Law**
6 **Cal. Bus. & Prof. Code §§ 17200, *et seq.***
7 **(On Behalf of the Nationwide Class or, in the Alternative, the State Classes)**

8 219. Plaintiffs incorporate by reference all of the above paragraphs of this
9 complaint as though fully stated herein.

10 220. California’s Unfair Competition Law (“UCL”), California’s Bus. & Prof.
11 Code, § 17200, prohibits acts of “unfair competition,” including any “unlawful, unfair
12 or fraudulent business act or practice” and “unfair, deceptive, untrue or misleading
13 advertising.”
14

15 221. The Class Vehicle’s faulty Display Screen poses an unreasonable safety
16 risk to consumers and other members of the public with whom they share the road.
17 Honda had exclusive knowledge of the defect and has actively concealed it from
18 consumers.
19

20 222. In the course of Defendant’s business, Defendant willfully failed to
21 disclose and actively concealed that the Class Vehicles are defective. The existence of
22 the Display Defect, which manifests in all or substantially all of the Class Vehicles, is
23 material to a reasonable consumer in that it poses an unreasonable risk to their safety,
24 may lead to thousands of dollars in repair expenses, and causes the Class Vehicles to
25 be worth substantially less than they would otherwise be valued.
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1 223. In purchasing or leasing the Class Vehicles, Plaintiffs and Class
2 Members were deceived by Defendant's failure to disclose that the Display Screens in
3 the Class Vehicles suffered from the Display Defect as described above, or that
4 Defendant would not cure such defect as required under applicable warranties.
5

6 224. In purchasing or leasing the Class Vehicles, Plaintiffs and Class
7 Members were deceived by Defendant's failure to disclose that the Display Screen is
8 substantially likely to fail in the course of ordinary vehicle operation.
9

10 225. Defendant owed Plaintiffs and Class Members a duty to disclose the truth
11 about the Display Defect because:
12

13 a. Defendant was in a superior position to know the true state of
14 facts about the safety defect in the Class Vehicles' Display
15 Screen;
16

17 b. Defendant knew that the Class Vehicles and their Display
18 Screens suffered from an inherent defect, were defectively
19 designed or manufactured, and were not suitable for their
20 intended use;
21

22 c. Defendant made partial disclosures about the quality of the
23 Class Vehicles without revealing the defective nature of the
24 Class Vehicles and their Display Screens; and
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1 d. Defendant actively concealed the defective nature of the Class
2 Vehicles and their Display Screens from Plaintiffs and Class
3 Members.
4

5 226. Defendant had a duty to disclose that, due to the Display Defect, the
6 Display Screen in the Class Vehicles regularly and systematically malfunctions,
7 causing the Display Screen (1) to dim or go dark by itself, or (2) freeze, or (3) go into
8 full bright mode blinding driver during night time, causing distraction to the driver,
9 and rendering Infotainment Features inoperable, because Plaintiffs and Class
10 Members relied on Defendant's material representations that the Class Vehicles they
11 were purchasing or leasing were equipped with a functional Display Screen, free from
12 defects.
13

14
15
16 227. Defendant intentionally and knowingly concealed material facts
17 regarding the Class Vehicles with an intent to mislead Plaintiffs and Class Members.
18

19 228. Plaintiffs and Class Members reasonably relied upon Defendant's false
20 misrepresentations. They had no way of knowing that Defendant's representations
21 were false and gravely misleading.
22

23 229. Plaintiffs and Class Members were unaware of the Display Defect and
24 that the Display Screens are substantially likely to fail in the course of normal
25 everyday driving conditions and would not have purchased the Class Vehicles, or
26 would have paid less for the Class Vehicles, had they known, prior to their respective
27 time of purchase or lease, of such defects in the Class Vehicles.
28

1 230. Plaintiffs and Class Members are reasonable consumers who do not
2 expect their vehicles to unexpectedly black out their Display Screens, freeze their
3 Display Screens, blind them with full brightness at night, and distract them by making
4 Display Screens, blind them with full brightness at night, and distract them by making
5 Infotainment Features inoperable.

6 231. Defendant knew the Class Vehicles and their Display Screens suffered
7 from inherent defects, were defectively designed or manufactured, would fail
8 prematurely, and were not suitable for their intended use.

9 232. In failing to disclose the defects with the Display Screens, Defendant has
10 knowingly and intentionally concealed material facts and breached its duty not to do
11 so.
12

13 233. The facts Defendant concealed from or failed to disclose to Plaintiffs and
14 Class Members are material in that a reasonable person would have considered them
15 to be important in deciding whether to purchase or lease the Class Vehicles. Had
16 Plaintiffs and Class Members known that the Class Vehicles' Display Screens were
17 defective and posed a safety hazard, then Plaintiffs and Class Members would not
18 have purchased or leased the Class Vehicles equipped with the Display Screens, or
19 would have paid less for them.
20
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24 234. Defendant continued to conceal the defective nature of the Class Vehicles
25 and their Display Screens even after the Class Members began to report problems.
26

27 235. Defendant's conduct was and is likely to deceive consumers.
28

1 236. Defendant's acts, conduct and practices were unlawful, in that they
2 constituted:
3

- 4 a. Violations of the California Consumer Legal Remedies Act;
- 5 b. Violations of the Song-Beverly Consumer Warranty Act; and
- 6 c. Violations of the express warranty provisions of California
7 Commercial Code section 2313.
8

9 237. By its conduct, Defendant has engaged in unfair competition and
10 unlawful, unfair, and fraudulent business practices.
11

12 238. Defendant's unfair or deceptive acts or practices occurred repeatedly in
13 Defendant's trade or business, and were capable of deceiving a substantial portion of
14 the purchasing public.
15

16 239. As a direct and proximate result of Defendant's unfair and deceptive
17 practices, Plaintiffs and Class Members have suffered and will continue to suffer
18 actual damages.
19

20 240. The Class Vehicles are worth less without a functioning Display Screen.
21

22 241. Defendant has been unjustly enriched and should be required to make
23 restitution to Plaintiffs and Class Members pursuant to §§ 17203 and 17204 of the
24 Business & Professions Code.
25

26 242. Further, Plaintiffs seek an order enjoining Defendant from committing
27 such unlawful, unfair, and fraudulent business practices, and seek the full amount of
28 money Plaintiffs and Class Members paid for the Display Screen and/or restitutionary

1 disgorgement of profits from Defendant. Plaintiffs also seek attorneys’ fees and costs
2 under Cal Code Civ. Proc. § 1021.5.
3

4 **COLORADO CLASS**

5 **SEVENTH CAUSE OF ACTION**

6 **Breach of Express Warranty, Colo. Rev. Stat. Ann. § 4-2-313**
7 **(In the Alternative, the Colorado Class)**

8 243. Plaintiff Rifkin (Plaintiff for purposes of Colorado Class Count)
9 incorporates by reference all of the above paragraphs of this Complaint as though
10 fully stated herein.
11

12 244. In connection with the sale or lease of the Class Vehicles to Rifkin and
13 Colorado Class Members, Defendant provided Rifkin and Colorado Class Members
14 with a New Vehicle Limited Warranty, under which it agreed to repair original
15 components found to be defective in material or workmanship under normal use and
16 maintenance, including the Display Screen.
17

18 245. Rifkin and Colorado Class Members relied on Defendant’s warranties
19 when they agreed to purchase or lease the Class Vehicles and Defendant’s warranties
20 were part of the basis of the bargain.
21

22 246. Defendant breached these express warranties in that the Class Vehicles
23 suffer from the above-described defects with the Display Screen, which substantially
24 impair the Class Vehicles’ use, safety, and value to Rifkin and Colorado Class
25 Members.
26
27
28

1 247. Rifkin and Colorado Class Members have given Defendant reasonable
2 opportunities to cure said defects, but Defendant has been unable to do so within a
3 reasonable time.
4

5 248. As a result of said nonconformities, Rifkin and Colorado Class Members
6 cannot reasonably rely on the Class Vehicles for the ordinary purpose of safe,
7 comfortable, and efficient transportation.
8

9 249. Rifkin and Colorado Class Members could not reasonably have
10 discovered said nonconformities with the Class Vehicles prior to Rifkin's and
11 Colorado Class Members' acceptance of the Class Vehicles.
12

13 250. Rifkin and Colorado Class Members would not have purchased the Class
14 Vehicles, or would have paid less for the Class Vehicles, had they known, prior to
15 their respective time of purchase or lease, that the Display Screen did not function as
16 advertised and warranted.
17
18

19 251. As a result of Defendant's breach of express warranties, Rifkin and
20 Colorado Class Members have been damaged in an amount that is the difference
21 between the value of Class Vehicles if they had possessed the qualities and attributes
22 represented and the value of the Class Vehicles Rifkin and Colorado Class Members
23 actually received.
24
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EIGHTH CAUSE OF ACTION

**Breach of Implied Warranty of Merchantability, Colo. Rev. Stat. Ann. § 4-2-314
(In the Alternative, the Colorado Class)**

1
2
3
4 252. Plaintiff Rifkin (Plaintiff for purposes of Colorado Class Count)
5 incorporates by reference all of the above paragraphs of this Complaint as though
6 fully stated herein.

7
8 253. Defendant is a merchant with respect to motor vehicles.

9
10 254. The Class Vehicles were subject to implied warranties of merchantability
11 running from the Defendant to Rifkin and Colorado Class Members.

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

14
15 256. Defendant breached the implied warranty of merchantability in that the
16 Class Vehicles suffer from the above-described defects with the Display Screen and
17 thus were not in merchantable condition when Rifkin and Colorado Class Members
18 purchased or leased them, or at any time thereafter, and the Class Vehicles are unfit
19 for the ordinary purposes for which such vehicles are used.
20

21 257. Defendant has breached the implied warranty of merchantability because
22
23 the Class Vehicles when sold or leased would not pass without objection in the trade.

24 258. The very system that was designed to keep drivers safe is in fact making
25 them less safe by detracting their attention and poses enough of a safety risk that Class
26 Vehicles cannot be said to provide safe and reliable transportation.
27
28

1 264. Schwert and Tennessee Class Members relied on Defendant's warranties
2 when they agreed to purchase or lease the Class Vehicles and Defendant's warranties
3 were part of the basis of the bargain.
4

5 265. Defendant breached these express warranties in that the Class Vehicles
6 suffer from the above-described defects with the Display Screen, which substantially
7 impair the Class Vehicles' use, safety, and value to Schwert and Tennessee Class
8 Members.
9

10 266. Schwert and Tennessee Class Members have given Defendant reasonable
11 opportunities to cure said defects, but Defendant has been unable to do so within a
12 reasonable time.
13

14 267. As a result of said nonconformities, Schwert and Tennessee Class
15 Members cannot reasonably rely on the Class Vehicles for the ordinary purpose of
16 safe, comfortable, and efficient transportation.
17

18 268. Schwert and Tennessee Class Members could not reasonably have
19 discovered said nonconformities with the Class Vehicles prior to Schwert's and
20 Tennessee Class Members' acceptance of the Class Vehicles.
21

22 269. Schwert and Tennessee Class Members would not have purchased the
23 Class Vehicles, or would have paid less for the Class Vehicles, had they known, prior
24 to their respective time of purchase or lease, that the Display Screen did not function
25 as advertised and warranted.
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E. A declaration requiring Defendant to comply with the various provisions of the state and federal consumer protection statutes herein alleged and to make all the required disclosures;

F. Incidental and consequential damages;

G. Punitive damages;

H. Reasonable attorneys’ fees and costs;

I. Pre-judgment and post-judgment interest, as provided by law;

J. Plaintiffs demand that Defendant perform a recall, and repair all Class Vehicles; and

K. Such other and further relief as this Court deems just and proper.

TRIAL BY JURY DEMANDED ON ALL COUNTS

DATED: October 28, 2019

TRINETTE G. KENT

By: /s/ Trinette G. Kent
Trinette G. Kent, Esq.
Lemberg Law, LLC
Attorneys for Plaintiffs