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19 UNITED STATES DISTRICT COURT  
20 CENTRAL DISTRICT OF CALIFORNIA  
21 WESTERN DIVISION

22 JIMMY BANH, LAWRENCE  
23 GOLDMAN, JAMAL SAMAHA,  
24 GEORGE QUINLAN, GARY HANNA,  
25 CINDY ORTIZ, ALEXI CHISARI,  
26 MICHAEL BRUMER, DAVE  
27 JAHSMAN, JOHN BARTHOLOMEW,  
28 VIMAL LAWRENCE, CHARLES  
DENARO, ADAM PRYOR,  
SRIKARTHIK SUBBARAO, ERIC  
FADEN, AND HAMILTON HINES  
on behalf of themselves and all others  
similarly situated,

Plaintiffs,

v.

AMERICAN HONDA MOTOR CO.,  
INC., a California corporation,

Defendant.

Case No.: 2:19-cv-05984-RSWL-AS

**CLASS ACTION**

**COMPLAINT**

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1 All allegations made in this Complaint are based upon information and belief  
2 except those allegations that pertain to Plaintiffs, which are based on personal  
3 knowledge. Each allegation in this Complaint either has evidentiary support or,  
4 alternatively, pursuant to Rule 11(b)(3) of the *Federal Rules of Civil Procedure*, is likely  
5 to have evidentiary support after a reasonable opportunity for further investigation or  
6 discovery.

## 7 I. NATURE OF THIS ACTION

8 1. Plaintiffs bring this proposed class action for damages and injunctive relief  
9 on behalf of themselves and all other persons and entities nationwide who purchased or  
10 leased a 2019 or 2020 Acura RDX vehicle (the “Vehicles” or “Class Vehicles”)  
11 manufactured by defendant American Honda Motor Co., Inc. (“Honda” or  
12 “Defendant”).

13 2. The defect at issue in this case relates to what is known in the automobile  
14 industry as an “infotainment system.” Such systems are designed to attract buyers who  
15 want to manage available technology while on the road, while minimizing distractions  
16 and maximizing safety.

17 3. Defendant’s previous-generation dual-screen infotainment system was  
18 controlled by a combination of direct touch, buttons, and a dial. However, when the  
19 third generation Acura RDX was released in the summer of 2018, the Vehicles were  
20 equipped with a new single high definition 10.2-inch display controlled by a touchpad.

21 4. The screen is the gateway between the user and the Vehicle’s safety,  
22 navigation, communications, entertainment features. The Vehicles’ infotainment  
23 system allows the vehicle owner to operate the audio system (including the radio); use  
24 the GPS navigation technology; operate the backup camera; and operate a Bluetooth-  
25 enabled mobile telephone or other device.

26 5. However, the Vehicles contain a defect that causes many of the Vehicles’  
27 features associated with the infotainment system (e.g., the navigation system, audio  
28

1 system, backup camera) to malfunction. As documented by widespread consumer  
2 complaints, this defect has plagued the infotainment system since its launch. Defendant  
3 knew about the defect well before the Vehicles' launch.

4 6. As a result of the defect, the Vehicles' infotainment system frequently  
5 freezes or crashes, rendering many of the Vehicles' features inoperable. This poses a  
6 safety risk because when the system malfunctions, unexpected audio or video errors can  
7 cause the driver to become distracted. Indeed, even under the best of conditions when  
8 infotainment-type systems are working properly, using them can create dangerous  
9 distractions.<sup>1</sup> The chance of distraction is magnified when the systems do not work  
10 properly. The defect can also render safety-related systems (including backup camera  
11 functions) to fail.

12 7. Defendant has long known or should have known of the Vehicles'  
13 infotainment system problems from multiple sources. These sources include pre-release  
14 design, manufacturing, and testing data; warranty claims data; consumer complaints  
15 made directly to Defendant, collected by the National Highway Transportation Safety  
16 Administration ("NHTSA"), and/or posted on public online forums; testing done in  
17 response to those complaints; aggregate data and complaints from authorized dealers;  
18 and other sources. Yet Defendant failed to disclose and actively concealed the Vehicles'  
19 infotainment system defect from the public, and continues to manufacture, distribute,  
20 and sell the Vehicles without disclosing the defect.

21 8. Under the Vehicles' New Vehicle Limited Warranty, Honda is required to  
22 "repair or replace any part that is defective in material or workmanship under normal  
23

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24  
25 <sup>1</sup> See, e.g., Strayer, D. L., Cooper, J. M., Turrill, J., Coleman, J. R., & Hopman, R.  
26 J.. Measuring Cognitive Distraction in the Automobile III: A Comparison of Ten 2015  
27 In-Vehicle Information Systems. Washington, DC: AAA Foundation for Traffic  
28 Safety (2015) (found at  
<https://pdfs.semanticscholar.org/7bc7/04c103b3eb5b84aa90d1509472bf222b862c.pdf>).



1 use.”<sup>2</sup> The infotainment systems in the defective Vehicles, which share identical  
2 infotainment system technology, are defective in material or workmanship under normal  
3 use.

4 9. Honda has not found a solution to the infotainment system defect. Instead,  
5 Honda tells Vehicle owners to wait for a forthcoming “software update” to fix the  
6 infotainment problems, or alternatively simply replaces defective parts with equally  
7 defective parts, thereby leaving consumers caught in a cycle of use, malfunction, and  
8 replacement. In fact, Honda’s authorized dealerships are routinely discouraging Vehicle  
9 owners from bringing their Vehicles to the dealership because there is nothing the  
10 dealership can do to repair the defect.

11 10. Additionally, the Vehicles were originally scheduled to launch with both  
12 Android Auto and Apple CarPlay connectivity as standard features.<sup>3</sup> Defendant  
13 distributed pre-release promotional materials to dealers touting the Vehicles’ Android  
14 Auto compatibility, and those dealers in turn shared that information with consumers to  
15 promote the Vehicles. But when the Vehicles went on sale in 2018, they came equipped  
16 with only Apple CarPlay. Defendant claimed at the time that Android Auto  
17 compatibility was temporarily delayed while Defendant worked to make Android Auto  
18 compatible with the Vehicles’ new touchpad control scheme. Defendant both directly  
19 and indirectly through its authorized dealers promised prospective buyers that Android  
20 Auto would be made available to all Vehicle owners through a software update “soon.”<sup>4</sup>

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21 <sup>2</sup>A true and correct copy of the New Vehicle Limited Warranty is available at  
22 [https://owners.acura.com/Documentum/Warranty/Handbooks/2019\\_Acura\\_Warranty\\_](https://owners.acura.com/Documentum/Warranty/Handbooks/2019_Acura_Warranty_Basebook_BWL07532.pdf)  
23 [Basebook\\_BWL07532.pdf](https://owners.acura.com/Documentum/Warranty/Handbooks/2019_Acura_Warranty_Basebook_BWL07532.pdf).

24 <sup>3</sup> Android Auto and Apple CarPlay are software application suites compatible with  
25 many manufacturers’ infotainment systems, including the infotainment systems found  
26 in the defective Vehicles. It enables an infotainment system to act as a controller for  
27 Android and Apple mobile phones, and provides access to applications on the phones  
(including music, messaging, maps, and podcasts, among others).

28 <sup>4</sup> <https://twitter.com/acura/status/1031742301675167745?lang=en> (last accessed  
June 17, 2019) (Acura tweet dated November 21, 2018: “Once developed & certified,

1 Yet more than a year has passed since the Vehicles were released and Vehicle owners  
2 and lessees are still waiting to receive the important feature Defendant promised.

3 11. Plaintiffs bring this action for violation of relevant state consumer  
4 protection acts and for breach of express and implied warranties on behalf of a  
5 nationwide class and state classes of Vehicle lessees and owners. Plaintiffs seek  
6 damages and equitable relief on behalf of themselves and all others similarly situated.

## 7 **II. JURISDICTION AND VENUE**

8 12. This Court has subject matter jurisdiction over this action under 28 U.S.C.  
9 § 1332(d)(2), as amended by the Class Action Fairness Act of 2005, because the amount  
10 in controversy exceeds \$5,000,000, exclusive of interests and costs, and because this is  
11 a class action in which the members of the classes and Defendant are citizens of different  
12 states. This Court also has supplemental jurisdiction over the state law claims pursuant  
13 to 28 U.S.C. § 1367.

14 13. Venue is proper in this judicial district under 28 U.S.C. § 1391 because  
15 Defendant is a resident of Torrance, California, which is located in this district.

## 16 **III. PARTIES**

### 17 **A. Plaintiffs**

#### 18 **1. California Plaintiffs.**

19 14. Plaintiff Jimmy Banh is a California citizen residing in Fillmore,  
20 California.

21 15. Plaintiff Banh purchased a new 2019 Acura RDX in September 2018 from  
22 Acura of Alhambra.

23 16. Prior to purchasing the Vehicle, Plaintiff Banh researched the Vehicle and  
24 its infotainment system online. Plaintiff Banh specifically recalls visiting Acura.com  
25 and reading that Android Auto was “coming soon” to the 2019 RDX. Plaintiff Banh  
26

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27 we’ll roll out Android Auto to the RDX & make the update avail. To owners who’ve  
28 already purchased the ’19 model”).

1 also read multiple professional reviews of the Vehicle, including those on edmunds.com  
2 and caranddriver.com. None of the websites contained any disclosure from Defendant  
3 regarding any defects associated with the infotainment system.

4 17. Plaintiff Banh also visited the showrooms of multiple Acura dealerships to  
5 learn about the Vehicle and its infotainment system. For example, Plaintiff Banh visited  
6 Gold Coast Acura in August 2018 and took a long test drive of the Vehicle. During the  
7 visit, the salesperson told Plaintiff Banh that Android Auto was coming within a “few  
8 weeks or months.” This was a very important feature for Plaintiff Banh because Plaintiff  
9 Banh owns an Android phone and was seeking a car with Android Auto compatibility.

10 18. At the time, Plaintiff Banh was deciding between purchasing a 2019 Acura  
11 RDX and a competing model from Infiniti. Plaintiff Banh chose to purchase the Acura  
12 specifically because of its infotainment system and because Defendant represented that  
13 the Vehicle would soon feature Android Auto.

14 19. Plaintiff Banh visited Acura of Alhambra to test drive a second 2019 Acura  
15 RDX. During the visit, the dealer reiterated that Android Auto was to be released for  
16 the 2019 RDX “soon,” in a “few weeks to a month.” Based on this representation,  
17 Plaintiff Banh purchased the Vehicle.

18 20. None of the representations received by Plaintiff Banh contained any  
19 disclosure relating to any defect in the infotainment system. Nor did they disclose that  
20 Android Auto would not be available for at least 10 months, if not longer. Had  
21 Defendant disclosed that the infotainment system in the Vehicle was defective  
22 preventing the full use of the Vehicle and pose safety risks, Plaintiff Banh would not  
23 have purchased it, or would have paid less for the Vehicle. Similarly, had Defendant  
24 disclosed that Android Auto would not be made available to purchasers for at least 10  
25 months (and perhaps longer), Plaintiff Banh would not have purchased it, or would have  
26 paid less for the Vehicle.

1           21. Plaintiff Banh began experiencing problems with the infotainment system  
2 within days of owning the Vehicle. When he started the Vehicle, the infotainment  
3 system would often take up to a full minute for audio to begin playing. Plaintiff Banh  
4 called his dealer to ask about this delay and was told it was “normal.”

5           22. The infotainment system also sporadically freezes, shuts off, and becomes  
6 inoperative while driving. When using voice commands, Plaintiff Banh frequently  
7 encounters “unavailable” and “still loading” messages.

8           23. Additionally, Plaintiff Banh owns an Android-based mobile phone, and  
9 Defendant’s promise to release Android Auto “soon” was an important consideration  
10 for him in choosing to purchase the Vehicle. It has been 10 months since Plaintiff Banh  
11 purchased the Vehicle and still no software update has been released containing Android  
12 Auto. Plaintiff Banh has been forced to use an adaptor, USB stick, and MP3 player to  
13 listen to music. But the Vehicle’s infotainment system often has trouble identifying  
14 these sources during start up, which causes the screen to display “initializing ... not  
15 found.” The problem can sometimes be resolved by unplugging and then re-plugging  
16 the source. But even then, the system’s Bluetooth connection frequently drops during  
17 telephone calls.

18           24. Plaintiff Banh has suffered an ascertainable loss as a result of Defendant’s  
19 wrongful conduct associated with the infotainment system including, but not limited to,  
20 overpayment and diminished value of the Vehicle. Plaintiff sent a statutory notice letter  
21 on July 10, 2019.

22           **2. Florida Plaintiffs.**

23           25. Plaintiff Lawrence Goldman is a Florida citizen residing in St. Augustine,  
24 Florida.

25           26. Plaintiff Goldman purchased a new 2019 Acura RDX in September 2018  
26 from Duval Acura in Jacksonville, Florida.

1           27. Prior to purchasing the Vehicle, Plaintiff Goldman researched the Vehicle  
2 and its infotainment system online. Plaintiff Goldman’s online research included  
3 reviewing Acura’s website, caranddriver.com, automobilemag.com, and  
4 roadandtrack.com, among other websites. None of the websites contained any  
5 disclosure from Defendant regarding any defects in the infotainment system.

6           28. The Vehicle’s infotainment system was a particularly important feature to  
7 Plaintiff Goldman’s wife, who visited the dealership four times before purchasing the  
8 Vehicle to examine the infotainment system, make sure it was user-friendly, and learn  
9 how to use it. During these visits, the salesperson showed Mrs. Goldman how to use  
10 the infotainment system and explained its features and functionality. At no point did  
11 the salesperson disclose that the Vehicle’s infotainment system was defective.

12           29. Plaintiff Goldman selected and ultimately purchased the Vehicle in large  
13 part based on the features of the infotainment system, as represented by Defendant.

14           30. Had Defendant disclosed that the infotainment system in the Vehicle  
15 suffered from a defect that would prevent the full use of its features and pose safety risks  
16 for Plaintiff Goldman and his family, Plaintiff Goldman would not have purchased it,  
17 or would have paid less for the Vehicle.

18           31. Within weeks of purchasing the Vehicle, Plaintiff Goldman experienced  
19 numerous problems with the infotainment system. The system takes an excessively long  
20 time to boot up, and is prone to freezing up, especially when a phone is connected to the  
21 Vehicle’s USB port. As a result, Plaintiff Goldman no longer uses the Vehicle’s USB  
22 port out of fear that it will cause the infotainment to crash again. As a result, Plaintiff  
23 cannot utilize Google Maps or the Vehicle’s Apple CarPlay functionality.

24           32. When Plaintiff Goldman took the Vehicle to the dealer to address the  
25 infotainment system problems, he was told that “everyone is having issues,” that  
26 “nothing can be done” until a new software update is released fixing the issues, and “its  
27 in Acura’s hands.”

1           33. In February 2019, Plaintiff Goldman called Acura’s corporate office to  
2 inquire as to when a software update was to be released. Plaintiff Goldman was told,  
3 “we’re working on it” and expect it to be released “next month.” To date, Plaintiff  
4 Goldman has received no such software update.

5           34. Plaintiff Goldman has suffered an ascertainable loss as a result of  
6 Defendant’s wrongful conduct associated with the infotainment system including, but  
7 not limited to, overpayment and diminished value of the Vehicle.

8           **3. Illinois Plaintiffs.**

9           35. Plaintiff Jamal Samaha is an Illinois citizen residing in Chicago, Illinois.

10          36. Plaintiff Samaha purchased a certified pre-owned 2019 Acura RDX in May  
11 2019 from Pauly Acura.

12          37. Prior to purchasing the Vehicle, Plaintiff Samaha researched the Vehicle  
13 and its infotainment system online. Plaintiff Samaha specifically recalls visiting  
14 Acura.com and reading that Android Auto would be coming “soon” for the 2019 Acura  
15 RDX. Plaintiff also researched the Vehicle on cars.com, motortrend.com,  
16 cargurus.com, and cnet.com. None of these sources contained any disclosure from  
17 Defendant regarding any defects associated with the infotainment system.

18          38. Plaintiff Samaha is a medical sales representative who drives frequently  
19 for work. Accordingly, the Vehicle’s infotainment system is a critical consideration in  
20 purchasing a vehicle because Plaintiff Samaha needs the vehicle to provide live traffic  
21 updates, real-time route guidance, and seamless hands free operation of phone calls, text  
22 messages, and audio controls.

23          39. Android Auto was a very important feature to Plaintiff Samaha because he  
24 owns an Android phone and wanted a car with Android Auto compatibility. When  
25 Plaintiff Samaha asked the dealership when the Android Auto software update would  
26 be released, the representative told him the “summer” 2019.

1           40. Plaintiff Samaha chose to purchase the Vehicle specifically because of its  
2 infotainment system and because Defendant represented that the Vehicle would soon  
3 feature Android Auto.

4           41. None of the representations received by Plaintiff Samaha contained any  
5 disclosure regarding any defect in the infotainment system. Nor did they disclose that  
6 Android Auto would not be available for many months, if ever. Had Defendant  
7 disclosed that the infotainment system in the Vehicle was defective, Plaintiff Samaha  
8 would not have purchased it, or would have paid less for the Vehicle. Similarly, had  
9 Defendant disclosed that Android Auto would not be made available to purchasers for  
10 many months (if ever), Plaintiff Samaha would not have leased it, or would have paid  
11 less for the Vehicle.

12           42. Plaintiff Samaha began experiencing problems with the Vehicle's  
13 infotainment system shortly after purchasing the Vehicle. The system frequently lags.  
14 And without Android Auto, Plaintiff Samaha is forced to rely on the Vehicles'  
15 navigation system, which does not provide adequately real time traffic and route  
16 updates, responds slowly inputs, and often provides erroneous route guidance.

17           43. When Plaintiff Samaha purchased the Vehicle, he did so based on  
18 Defendant's representation that a software update was forthcoming that would make the  
19 Vehicle Android Auto compatible. It has been months since he purchased the Vehicle  
20 and there has been no such update.

21           44. Plaintiff Samaha has suffered an ascertainable loss as a result of  
22 Defendant's wrongful conduct associated with the infotainment system including, but  
23 not limited to, overpayment and diminished value of the Vehicle.

24           45. Plaintiff George Quinlan is an Illinois citizen residing in Elmwood Park,  
25 Illinois.

26           46. Plaintiff Quinlan purchased a new 2019 Acura RDX in November 2018  
27 from Ed Napleton Acura.  
28

1           47. Prior to purchasing the Vehicle, Plaintiff Quinlan researched the Vehicle  
2 and its infotainment system online. Plaintiff Quinlan specifically recalls visiting  
3 Acura.com, caranddriver.com, acurazine.com, and other internet sources. None of the  
4 websites contained any disclosure from Defendant regarding any defects in the  
5 infotainment system.

6           48. The Vehicle’s infotainment system was a very important feature for  
7 Plaintiff Quinlan. Plaintiff Quinlan selected and ultimately purchased the Vehicle in  
8 large part because of the features of the infotainment system, as represented by  
9 Defendant.

10          49. None of representations received by Plaintiff Quinlan contained any  
11 disclosure from Defendant regarding any defects in the infotainment system. Had  
12 Defendant disclosed that the infotainment system in the Vehicle was defective, Plaintiff  
13 Quinlan would not have purchased it, or would have paid less for the Vehicle

14          50. Plaintiff Quinlan experienced problems with the infotainment system  
15 within two days of owning the Vehicle. The screen periodically freezes or turns black.  
16 The system is abnormally slow to boot up. When making phone calls, the microphone  
17 cuts out every three or four minutes. Plaintiff Quinlan frequently experiences error  
18 messages, such as “system function unavailable.” When listening to music through  
19 Apple CarPlay, the music cuts in and out. On one occasion, Plaintiff Quinlan turned off  
20 the Vehicle but screen did not shut off, causing Plaintiff Quinlan to fear that his battery  
21 would be fully drained by the morning.

22          51. Plaintiff Quinlan considers the infotainment system defect to be a safety  
23 hazard. Plaintiff Quinlan lives in a “hands free” area and it is illegal to drive holding a  
24 mobile phone to your ear. But drivers are forced to use their phone manually as a result  
25 of the infotainment system’s constant failures. Additionally, as a result of the Vehicle’s  
26 frequent “System Drive Mode Change Unavailable” error message, Plaintiff Quinlan  
27  
28



1 does not know which drive mode the Vehicle is in (e.g., snow, comfort, sport, sport  
2 plus), which can be dangerous in inclement weather.

3 52. Plaintiff Quinlan has suffered an ascertainable loss as a result of  
4 Defendant's wrongful conduct associated with the infotainment system including, but  
5 not limited to, overpayment and diminished value of the Vehicle.

6 **4. Massachusetts Plaintiffs.**

7 53. Plaintiff Gary Hanna is a citizen of Massachusetts residing in North  
8 Grafton, Massachusetts.

9 54. Plaintiff Hanna purchased a 2019 Acura RDX in November 2018 from  
10 Acura of Auburn.

11 55. Prior to purchasing the Vehicle, Plaintiff Hanna researched the Vehicle and  
12 its infotainment system online, including on Defendant's website. None of the websites  
13 contained any disclosure from Defendant regarding any defects associated with the  
14 infotainment system.

15 56. Because Plaintiff Hanna owns an Apple phone, he was particularly  
16 interested in the Vehicle's Apple CarPlay feature.

17 57. Plaintiff Hanna selected and ultimately purchased the Vehicle in large part  
18 based on the features of the infotainment system, as represented by Defendant.

19 58. None of the representations received by Plaintiff Hanna contained any  
20 disclosure relating to any defects in the infotainment system. Had Defendant disclosed  
21 that the infotainment system in the Vehicle suffered from a defect that prevents the full  
22 use of its features, Plaintiff Hanna would not have purchased it, or would have paid less  
23 for the Vehicle.

24 59. Plaintiff Hanna started experiencing various problems with the  
25 infotainment system within days of purchasing the Vehicle. The infotainment system  
26 frequently freezes or crashes, rendering many of the Vehicle's features inoperable. The  
27 system is also slow to boot up, and the display screen is known to simply go black during  
28

1 use. The Apple CarPlay feature frequently disconnects, and when Plaintiff Hanna  
2 makes phone calls, the call recipient often cannot hear Plaintiff Hanna's voice.

3 60. In approximately May 2019, Plaintiff Hanna's infotainment system froze  
4 and became unresponsive. Plaintiff Hanna called his dealer and spoke with a service  
5 representative. She was not surprised that the system had frozen and was immediately  
6 familiar with the problem. The representative instructed Plaintiff Hanna how to  
7 disconnect and reconnect the Vehicle's battery to reboot the system. Because Plaintiff  
8 Hanna's infotainment system has now become frozen on four different occasions,  
9 Plaintiff Hanna carries a wrench in the Vehicle at all times.

10 61. Plaintiff Hanna has also taken the Vehicle back to the dealer to address the  
11 infotainment system problems. The dealer updated the software to their newest versions  
12 but the infotainment system continues to malfunction.

13 62. Plaintiff Hanna considers the infotainment system defect to be a safety  
14 hazard. Massachusetts is a "hands free" state and it is illegal to drive holding a mobile  
15 phone to your ear. But drivers are forced to use their phone manually as a result of the  
16 infotainment system's constant failures.

17 63. Plaintiff Hanna has suffered an ascertainable loss as a result of Defendant's  
18 wrongful conduct associated with the infotainment system including, but not limited to,  
19 overpayment and diminished value of the Vehicle.

20 **5. Nevada Plaintiffs.**

21 64. Plaintiff Cindy Ortiz is a citizen of Nevada residing in Las Vegas, Nevada.

22 65. Plaintiff Ortiz purchased a 2019 Acura RDX in March 2019 from Cardinale  
23 Way Acura.

24 66. Plaintiff Ortiz selected and ultimately purchased the Vehicle in substantial  
25 part based on the features of the infotainment system, as represented by Defendant and  
26 Defendant's authorized dealer.

1           67. None of the representations received by Plaintiff Ortiz contained any  
2 disclosure regarding any defects in the infotainment system. Had Defendant disclosed  
3 that the infotainment system in the Vehicle suffered from a defect that prevents the full  
4 use of its features, Plaintiff Ortiz would not have purchased it, or would have paid less  
5 for the Vehicle.

6           68. Plaintiff Ortiz started experiencing various problems with the infotainment  
7 system within days of purchasing the Vehicle. The infotainment system screen  
8 periodically turns blue and crashes, rendering many of the Vehicle's features inoperable.  
9 The system also does not recognize voice commands properly. And on two separate  
10 occasions, the infotainment system remained on after the Vehicle was turned off,  
11 thereby draining the Vehicle's battery and rendering the Vehicle unable to start.

12           69. Plaintiff Ortiz has taken the Vehicle back to the dealership on four  
13 occasions to address the infotainment system issues, but nothing has been fixed. The  
14 service representative told Plaintiff Ortiz that Defendant is aware of the problems and  
15 "working on" a software fix, but that Defendant is refusing to release replacement parts  
16 for the infotainment system.

17           70. When Plaintiff Ortiz called Defendant directly through its toll-free 800  
18 telephone number, she was told by Defendant there was no fix currently available but  
19 that Defendant is "working on it." To date, Plaintiff Ortiz continues to experience  
20 regular infotainment system malfunctions.

21           71. Plaintiff Ortiz has suffered an ascertainable loss as a result of Defendant's  
22 wrongful conduct associated with the infotainment system including, but not limited to,  
23 overpayment and diminished value of the Vehicle.

24           **6. New Jersey Plaintiffs.**

25           72. Plaintiff Alexis Chisari is a citizen of New Jersey residing in Secaucus,  
26 New Jersey.

1           73. Plaintiff Chisari leased a new 2019 Acura RDX in March 2019 from  
2 OpenRoad Acura.

3           74. Prior to leasing the Vehicle, Plaintiff Chisari researched the Vehicle and  
4 its infotainment system online. Plaintiff Chisari specifically recalls visiting Acura.com  
5 and reading that Android Auto was an available feature for the 2019 Acura RDX.  
6 Plaintiff also reviewed the 2018 New York Auto Show booklet, Kelly Bluebook, and  
7 other internet sources. None of these sources contained any disclosure from Defendant  
8 regarding any defects associated with the infotainment system.

9           75. Plaintiff Chisari recalls reading customer complaints posted on internet  
10 forums about problems with the infotainment system. Plaintiff Chisari visited Park  
11 Avenue Acura and told the representative that she had read complaints online about the  
12 infotainment system. The representative assured her that he had not seen or experienced  
13 of any issues with the infotainment system.

14           76. Thereafter, Plaintiff Chisari visited OpenRoad Acura, where she asked the  
15 salesperson if the Vehicle was equipped with Android Auto. This was a very important  
16 feature to Plaintiff Chisari because she owns an Android phone and wanted a car with  
17 Android Auto compatibility. The salesperson told her that the software update was  
18 coming “soon.” Plaintiff Chisari subsequently found Defendant’s tweet online similarly  
19 promising that a software update was coming soon to make the Vehicles Android Auto  
20 compatible.

21           77. Plaintiff Chisari chose to lease the Vehicle specifically because of its  
22 infotainment system and because Defendant represented that the Vehicle would soon  
23 feature Android Auto.

24           78. None of the representations received by Plaintiff Chisari contained any  
25 disclosure regarding any defect in the infotainment system. Nor did they disclose that  
26 Android Auto would not be available for many months, if ever. Had Defendant  
27 disclosed that the infotainment system in the Vehicle was defective, Plaintiff Chisari  
28

1 would not have leased it, or would have paid less for the Vehicle. Similarly, had  
2 Defendant disclosed that Android Auto would not be made available to purchasers for  
3 many months (if ever), Plaintiff Chisari would not have leased it, or would have paid  
4 less for the Vehicle.

5 79. Plaintiff Chisari began experiencing problems with the Vehicle's  
6 infotainment system shortly after leasing the Vehicle. The screen frequently freezes,  
7 experiences delays, and displays error messages like "audio unavailable." When she  
8 listens to music through the system's USB port, the music frequently pauses and skips  
9 songs. The infotainment system controls on the steering wheel also frequently become  
10 unresponsive. And when Plaintiff attempts to connect her iPod to the infotainment  
11 system via USB, the screen displays "initializing" but a connection is never made.

12 80. When Plaintiff Chisari previously called her dealer about these issues, it  
13 advised her that she could bring the Vehicle in but "probably nothing could be done"  
14 until a software fix is released.

15 81. Plaintiff Chisari's infotainment system's display also remains in "day"  
16 setting even at night. Plaintiff took the Vehicle to the dealer to address this issue. But  
17 the supposed repair did not resolve it.

18 82. When Plaintiff Chisari leased the Vehicle, she did so based on Defendant's  
19 representation that the infotainment system functioned and that a software update was  
20 forthcoming that would make the Vehicle Android Auto compatible. It has been many  
21 months since she leased the Vehicle and there has been no such update.

22 83. Plaintiff Chisari has suffered an ascertainable loss as a result of  
23 Defendant's wrongful conduct associated with the infotainment system including, but  
24 not limited to, overpayment and diminished value of the Vehicle.

25 **7. New York Plaintiffs.**

26 84. Plaintiff Michael Brumer is a citizen of New York residing in Bayside,  
27 New York.

1           85. Plaintiff Brumer leased a 2019 Acura RDX in April 2019 from Paragon  
2 Acura.

3           86. Prior to leasing the Vehicle, Plaintiff Brumer researched the Vehicle  
4 online. He reviewed the Vehicle's features on acura.com and watched various car  
5 reviews on YouTube.com. None of the websites contained any disclosure from  
6 Defendant regarding any defects associated with the infotainment system.

7           87. Because Plaintiff Brumer has an Apple phone, he was particularly  
8 interested in the Vehicle's Apple CarPlay feature.

9           88. Plaintiff Brumer selected and ultimately leased the Vehicle, in part,  
10 because of the features of the infotainment system, as represented by Defendant.

11           89. None of the representations received by Plaintiff Brumer contained any  
12 disclosure regarding any defects in the infotainment system. Had Defendant disclosed  
13 that the infotainment system was defective, Plaintiff Brumer would not have leased it,  
14 or would have paid less for the Vehicle

15           90. Plaintiff Brumer started experiencing problems with the infotainment  
16 system within days of leasing the Vehicle. For instance, the Apple CarPlay constantly  
17 cuts out, and the heads up display turn by turn directions are frequently out of sync with  
18 the primary navigation display. When Plaintiff Brumer makes phone calls, the call  
19 recipient often cannot hear Plaintiff Brumer's voice. And Plaintiff Brumer has found  
20 that if he turns the Vehicle off when the infotainment system is playing satellite radio,  
21 when he restarts the Vehicle it displays a "system function error." When Plaintiff  
22 Brumer is listening to Sirius radio, the toggle on the steering wheel does not change  
23 stations. To correct the situation, he either has to restart the Vehicle or use the  
24 display/touchpad to select two favorite Sirius stations. The toggle switch then works  
25 and allows him to change stations.

26           91. On May 29, 2019, Plaintiff Brumer took the Vehicle back to Paragon Acura  
27 and spoke with a service representative who told him that there was nothing the dealer  
28

1 could do about the Apple CarPlay problems, but that the dealer “might” be able to fix  
2 the phone and audio problems. After spending two hours working on the Vehicle, the  
3 dealer returned it to Plaintiff Brumer. However, the “fix” did not work; the phone and  
4 audio problems returned two days later.

5 92. Plaintiff Brumer has suffered an ascertainable loss as a result of  
6 Defendant’s wrongful conduct associated with the infotainment system including, but  
7 not limited to, overpayment and diminished value of the Vehicle.

8 93. Plaintiff Dave Jahsman is a citizen of New York residing in Cazenovia,  
9 New York.

10 94. Plaintiff Jahsman leased a 2019 Acura RDX in June 2018 from Crest  
11 Acura.

12 95. Prior to leasing the Vehicle, Plaintiff Jahsman researched the Vehicle and  
13 its infotainment system online. Plaintiff Jahsman’s online research included reviewing  
14 Acura’s website, caranddriver.com, and Edmunds.com, among other websites. None of  
15 the websites contained any disclosure from Defendant regarding any defects in the  
16 infotainment system.

17 96. Plaintiff Jahsman selected and ultimately leased the Vehicle in substantial  
18 part based on the features of the infotainment system, as represented by Defendant and  
19 Defendant’s authorized dealer.

20 97. None of the representations received by Plaintiff Jahsman contained any  
21 disclosure regarding any defects in the infotainment system. Had Defendant disclosed  
22 that the infotainment system in the Vehicle suffered from a defect that prevents the full  
23 use of its features, Plaintiff Jahsman would not have leased it.

24 98. Plaintiff Jahsman started experiencing various problems with the  
25 infotainment system within days of leasing the Vehicle. The system frequently  
26 experiences delays, displays messages like “initializing,” “can’t read USB,” and “AM  
27  
28

1 loading.” Moreover, the Navigation system often gives directions that contradict the  
2 Heads-up Display.

3 99. Plaintiff Jahsman returned the Vehicle to the dealership many times to  
4 address issues with the infotainment system. On most of these visits, the dealership told  
5 him there was nothing it could do to fix the issue and instructed him to wait for a  
6 software update from Defendant.

7 100. Frustrated by the numerous infotainment system problems, Plaintiff  
8 Jahsman dropped the Vehicle off at the service department on June 4, 2019 and told the  
9 service representative that he did not want the Vehicle back until the infotainment  
10 system defects were fixed. When the dealership called Plaintiff Jahsman on June 15th  
11 and told him that they were still waiting for Defendant to release a software update,  
12 Plaintiff demanded that the dealership replace the defective Vehicle. The dealership  
13 denied Plaintiff Jahsman’s request for a replacement Vehicle and told Plaintiff Jahsman  
14 to call Defendant’s corporate office directly.

15 101. Plaintiff Jahsman had already tried to contact Defendant directly through  
16 its toll-free 800 telephone number on multiple occasions. For instance, on or about July  
17 18, 2018, Plaintiff Jahsman called and the customer service representative asked him  
18 questions about issues he was encountering, assigned a case number, and said Defendant  
19 would get back in touch with him. But Defendant never followed up with Plaintiff  
20 Jahsman. So, Plaintiff called again, gave the customer service representative the same  
21 information about issues he was encountering, and was told that a representative would  
22 be contacting him. Again, nobody from Defendant returned Plaintiff Jahsman’s call.

23 102. Plaintiff Jahsman subsequently received a letter stating that Defendant had  
24 tried to reach him but had the wrong phone number so his case had been closed. On July  
25 31, 2018, Plaintiff Jahsman sent Defendant a letter setting forth his correct contact  
26 information and documenting many defects. Plaintiff Jahsman also called customer  
27 service to inform them to expect the letter. Defendant did not respond to the letter.



1           103. On August 17, 2018, Plaintiff Jahsman again called Defendant's customer  
2 service department, who said the case had been reopened and someone would get back  
3 to him within two business days. No one ever called.

4           104. On November 9, 2018 Plaintiff Jahsman called Defendant for an update  
5 and to report numerous additional problems. After multiple calls without a call back  
6 Plaintiff finally reached an Honda representative on November 14. Plaintiff followed  
7 up with an email summery and photographic evidence that was requested. Once again  
8 Defendant did not respond. To date, Plaintiff Jahsman continues to experience regular  
9 infotainment system malfunctions.

10           105. On June 17, 2019, Plaintiff Jahsman called Defendant again to demand a  
11 replacement Vehicle. Plaintiff Jahsman was assigned a case number. The following  
12 day, a case manager called Plaintiff Jahsman to inform him that there is no solution for  
13 the problems and Crest Acura had declined Plaintiff Jahsman's request for a  
14 replacement Vehicle and recommended that Plaintiff wait for a software update to be  
15 released to fix the Vehicle's infotainment system problems. The case manager could  
16 not state when the software update would be released or even promise that the software  
17 update would fix all of the infotainment system's problems. The case manager also  
18 declined Plaintiff's request that Defendant document its current inability to fix the  
19 infotainment system's issues in writing.

20           106. Plaintiff Jahsman has suffered an ascertainable loss as a result of  
21 Defendant's wrongful conduct associated with the infotainment system including, but  
22 not limited to, overpayment and diminished value of the Vehicle.

23           **8. North Carolina Plaintiffs.**

24           107. Plaintiff John Bartholomew is a citizen of North Carolina residing in Apex,  
25 North Carolina.

26           108. Plaintiff Batholomew leased a 2019 Acura RDX in September 2018 from  
27 Leith Acura.

1           109. Prior to leasing the Vehicle, Plaintiff Bartholomew was particularly  
2 interested in the Vehicle’s infotainment system and Apple CarPlay feature. Plaintiff  
3 Bartholomew discussed the infotainment system’s features at length with the dealer’s  
4 internet sales manager.

5           110. Plaintiff Bartholomew selected and ultimately leased the Vehicle in  
6 substantial part based on the features of the infotainment system, as represented by  
7 Defendant and Defendant’s authorized dealer.

8           111. None of the representations received by Plaintiff Bartholomew contained  
9 any disclosure regarding any defects in the infotainment system. Had Defendant  
10 disclosed that the infotainment system in the Vehicle suffered from a defect that  
11 prevents the full use of its features, Plaintiff Bartholomew would not have leased it, or  
12 would have paid less for the Vehicle.

13           112. Plaintiff Bartholomew started experiencing various problems with the  
14 infotainment system within days of leasing the Vehicle. The infotainment system  
15 frequently freezes or crashes, rendering many of the Vehicle’s features inoperable. The  
16 system is also slow to boot up, and the display screen is known to simply go black during  
17 use. The infotainment system’s screen frequently displays errors, such as “radio  
18 unavailable.”

19           113. Plaintiff Bartholomew estimates that he has stopped by his dealership  
20 about 20 times to address issues with the infotainment system. On most of these visits,  
21 the dealership told him there was nothing it could do to fix the issue and instructed him  
22 to wait for a software update from Defendant. One time, the service department kept  
23 the Vehicle for three days and replaced a part. But the infotainment system continues  
24 to malfunction regularly.

25           114. When Plaintiff Bartholomew called the Defendant directly through its toll-  
26 free 800 telephone number, he was told that there was a software update “coming” that  
27  
28

1 would fix problems. To date, Plaintiff Bartholomew continues to experience regular  
2 infotainment system malfunctions.

3 115. Plaintiff Bartholomew has suffered an ascertainable loss as a result of  
4 Defendant's wrongful conduct associated with the infotainment system including, but  
5 not limited to, overpayment and diminished value of the Vehicle.

6 116. Plaintiff Vimal Lawrence is a citizen of North Carolina residing in  
7 Greensboro, North Carolina.

8 117. Plaintiff Lawrence leased a 2019 Acura RDX in October 2018 from Crown  
9 Acura Greensboro.

10 118. Prior to leasing the Vehicle, Plaintiff Lawrence researched the Vehicle and  
11 its infotainment system online. He reviewed the Vehicle's features on [acura.com](http://acura.com) and  
12 watched various car reviews on [YouTube.com](http://YouTube.com). None of the websites contained any  
13 disclosure from Defendant regarding any defects associated with the infotainment  
14 system.

15 119. The Vehicle's infotainment system was a very important feature for  
16 Plaintiff Lawrence. Plaintiff Lawrence required an infotainment system with easy  
17 interfacing and no issues controlling navigation, audio, and telephone functions.

18 120. Plaintiff Lawrence owns an Android phone and wanted a car with Android  
19 Auto compatibility. When Plaintiff Lawrence leased the Vehicle, the dealer assured  
20 Plaintiff Lawrence that Android Auto would be made available "by the end of the year  
21 [2018]." Plaintiff Lawrence also saw Defendant's twitter feed stating that Android Auto  
22 would be released "soon."

23 121. Plaintiff Lawrence chose to lease the Vehicle because of its infotainment  
24 system and because Defendant represented that the Vehicle would soon feature Android  
25 Auto.

26 122. None of the representations received by Plaintiff Lawrence contained any  
27 disclosure relating to any defect in the infotainment system. Nor did they disclose that  
28

1 Android Auto would not be available for many months, if ever. Had Defendant  
2 disclosed that the infotainment system in the Vehicle was defective, Plaintiff Lawrence  
3 would not have leased it, or would have paid less for the Vehicle. Similarly, had  
4 Defendant disclosed that Android Auto would not be made available for many months  
5 (if ever), Plaintiff Lawrence would not have leased it, or would have paid less for the  
6 Vehicle.

7 123. Plaintiff Lawrence began experiencing problems with the Vehicle's  
8 infotainment system shortly after he leased the Vehicle. Occasionally, when Plaintiff  
9 Lawrence starts the Vehicle, the infotainment system stalls on a "loading" screen.  
10 Usually the "loading" screen will disappear if Plaintiff Lawrence shuts the Vehicle off,  
11 waits 10 seconds, and restarts the Vehicle. The infotainment system also often fails to  
12 connect with Plaintiff Lawrence's phone via Bluetooth. When Plaintiff Lawrence  
13 attempts to change drive modes, the system displays an "option is not available" error  
14 message. And occasionally the navigation system fails to recognize inputs from the  
15 touchpad.

16 124. When Plaintiff Lawrence leased the Vehicle, he did so based on  
17 Defendant's representation that a software update was forthcoming that would make the  
18 Vehicle Android Auto compatible. It has been many months since he purchased the  
19 Vehicle and there has been no such update.

20 125. Plaintiff Lawrence has suffered an ascertainable loss as a result of  
21 Defendant's wrongful conduct associated with the infotainment system including, but  
22 not limited to, overpayment and diminished value of the Vehicle.

### 23 **9. Pennsylvania Plaintiff.**

24 126. Plaintiff Charles Denaro is a citizen of Pennsylvania residing in Glen Mills,  
25 Pennsylvania.

26 127. Plaintiff Denaro purchased a 2019 Acura RDX in March 2019 from Piazza  
27 Acura.

1           128. Prior to purchasing the Vehicle, Plaintiff Denaro researched the Vehicle  
2 and its infotainment system online, including on acura.com. None of the websites  
3 contained any disclosure from Defendant regarding any defects associated with the  
4 infotainment system.

5           129. The Vehicle's infotainment system was a very important feature for  
6 Plaintiff Denaro.

7           130. Plaintiff Denaro owns an Android phone and wanted a car with Android  
8 Auto compatibility. The dealer assured Plaintiff that Android Auto would be made  
9 available soon. Plaintiff Denaro subsequently called Defendant and was told that  
10 Android Auto would be released in the summer 2019.

11           131. Plaintiff Denaro chose to purchase the Vehicle based in significant part on  
12 its infotainment system and because Defendant represented that the Vehicle would soon  
13 feature Android Auto.

14           132. None of the representations received by Plaintiff Denaro contained any  
15 disclosure from Defendant regarding any defect in the infotainment system. Nor did  
16 they disclose that Android Auto would not be available for many months, if ever. Had  
17 Defendant disclosed that the infotainment system in the Vehicle was defective, Plaintiff  
18 Denaro would not have purchased it, or would have paid less for the Vehicle. Similarly,  
19 had Defendant disclosed that Android Auto would not be made available for many  
20 months (if ever), Plaintiff Denaro would not have purchased it, or would have paid less  
21 for the Vehicle.

22           133. Plaintiff Denaro began experiencing problems with the Vehicle's  
23 infotainment system within weeks of owning the Vehicle. The system frequently  
24 experiences delays, displays messages like "initializing" and "still downloading," and  
25 refuses to disconnect phone calls. The system frequently fails to work when using the  
26 USB port to play music through an iPod. Plaintiff Denaro's navigation screen always  
27 turns on in day mode at night and has to be manually switched to night mode each time.  
28

1           134. When Plaintiff Denaro approached his dealer about these problems, he was  
2 told to contact Acura technical support. Plaintiff Denaro subsequently called Acura  
3 technical support, but they failed to fix the problems.

4           135. When Plaintiff Denaro purchased the Vehicle, he did so based on  
5 Defendant's representation that a software update was forthcoming that would make the  
6 Vehicle Android Auto compatible. It has been many months since he purchased the  
7 Vehicle and there has been no such update.

8           136. Plaintiff Denaro has suffered an ascertainable loss as a result of  
9 Defendant's wrongful conduct associated with the infotainment system including, but  
10 not limited to, overpayment and diminished value of the Vehicle.

11           **10. Tennessee Plaintiff.**

12           137. Plaintiff Adam Pryor is a citizen of Tennessee residing in Hermitage,  
13 Tennessee.

14           138. Plaintiff Pryor leased a 2019 Acura RDX in January 2019 from Gary Force  
15 Acura.

16           139. Prior to leasing the Vehicle, Plaintiff Pryor researched the Vehicle and its  
17 infotainment system online. He reviewed the Vehicle's features on [acura.com](http://acura.com) and  
18 watched various car reviews on [YouTube.com](http://YouTube.com). None of the websites contained any  
19 disclosure from Defendant regarding any defects associated with the infotainment  
20 system.

21           140. The Vehicle's infotainment system was a very important feature for  
22 Plaintiff Pryor.

23           141. Plaintiff Pryor owns an Android phone and wanted a car with Android  
24 Auto compatibility. Plaintiff Pryor researched the Vehicle's infotainment system on  
25 Defendant's website and recalls that it stated that the Vehicle features both Apple  
26 CarPlay and Android Auto compatibility. Moreover, when Plaintiff Pryor leased the  
27

1 Vehicle, the dealer assured Plaintiff Pryor that Android Auto would be made available  
2 in a “couple months.”

3 142. Plaintiff Pryor chose to lease the Vehicle because of its infotainment  
4 system and because Defendant represented that the Vehicle would soon feature Android  
5 Auto.

6 143. None of the representations received by Plaintiff Pryor contained any  
7 disclosure relating to any defect in the infotainment system. Nor did they disclose that  
8 Android Auto would not be available for many months, if ever. Had Defendant  
9 disclosed that the infotainment system in the Vehicle was defective, Plaintiff Pryor  
10 would not have leased it, or would have paid less for the Vehicle. Similarly, had  
11 Defendant disclosed that Android Auto would not be made available to purchasers for  
12 many months (if ever), Plaintiff Pryor would not have purchased it, or would have paid  
13 less for the Vehicle.

14 144. Plaintiff Pryor began experiencing problems with the Vehicle’s  
15 infotainment system the first day he leased the Vehicle. The infotainment system  
16 frequently freezes or crashes, rendering many of the Vehicle’s features inoperable. The  
17 system is also slow to boot up, and the display screen is known to simply go black during  
18 use. The backup camera is slow to appear on the screen when the Vehicle is put into  
19 reverse, and often freezes rendering the backup camera non-operable. When an iPod is  
20 plugged into the infotainment system via USB port, often the audio system plays a loud  
21 high-pitched noise.

22 145. Plaintiff Pryor considers the infotainment system defect to be a safety  
23 concern, because its various malfunctions distract the driver.

24 146. Plaintiff Pryor returned to the dealership a few days after leasing it to have  
25 the dealer address the infotainment system malfunctions. The service manager told  
26 Plaintiff Pryor that he had seen such malfunctions before in other Vehicles. The service  
27 manager phoned Honda corporate and was told it is a “known issue” and that Defendant  
28

1 was “working on it.” The service manager kept the Vehicle overnight to “reset” the  
2 system. Plaintiff Pryor subsequently visited the help page on Defendant’s website and  
3 located instructions to “reset” the infotainment system himself. However, despite  
4 multiple attempts to fix the infotainment system by resetting, Plaintiff Pryor continues  
5 to experience frequent malfunctions.

6 147. When Plaintiff Pryor purchased the Vehicle, he did so based on  
7 Defendant’s representation that a software update was forthcoming that would make the  
8 Vehicle Android Auto compatible. It has been many months since he purchased the  
9 Vehicle and there has been no such update.

10 148. Plaintiff Pryor has suffered an ascertainable loss as a result of Defendant’s  
11 wrongful conduct associated with the infotainment system including, but not limited to,  
12 overpayment and diminished value of the Vehicle.

13 **11. Texas Plaintiff.**

14 149. Plaintiff Srikarthik Subbarao is a citizen of Texas residing in Little Elm,  
15 Texas.

16 150. Plaintiff Subbarao leased a 2019 Acura RDX in February 2019 from  
17 Vandergriff Acura.

18 151. Prior to leasing the Vehicle, Plaintiff Subbarao researched the Vehicle and  
19 its infotainment system online, including [acura.com](http://acura.com), [Edmunds.com](http://Edmunds.com), [Carfax.com](http://Carfax.com), and  
20 internet forums. None of the websites contained any disclosure from Defendant relating  
21 to any defects in the infotainment system.

22 152. However, Plaintiff Subbarao found several complaints posted by Vehicle  
23 owners about the infotainment system malfunctioning.

24 153. The Vehicle’s infotainment system was a very important feature for  
25 Plaintiff Subbarao. Accordingly, Plaintiff Subbarao asked the sales manager at  
26 Vandergriff Acura about the online complaints. The sales manager assured Plaintiff  
27 Subbarao that there was nothing wrong with the Vehicle’s infotainment system.  
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1           154. Plaintiff Subbarao owns an Android phone and wanted a car with Android  
2 Auto compatibility. Before Plaintiff Subbarao leased the Vehicle, the dealer assured  
3 Plaintiff that Android Auto would be made available in “February 2019.”

4           155. Plaintiff Subbarao chose to lease the Vehicle in significant part because of  
5 its infotainment system and because Defendant represented that the Vehicle would soon  
6 feature Android Auto.

7           156. None of the representations received by Plaintiff Subbarao contained any  
8 disclosure regarding any defect in the infotainment system. Nor did they disclose that  
9 Android Auto would not be available for many months, if ever. Had Defendant  
10 disclosed that the infotainment system in the Vehicle was defective, Plaintiff Subbarao  
11 would not have leased it, or would have paid less for the Vehicle. Similarly, had  
12 Defendant disclosed that Android Auto would not be made available to purchasers for  
13 many months (if ever), Plaintiff Subbarao would not have purchased it, or would have  
14 paid less for the Vehicle.

15           157. Plaintiff Subbarao began experiencing problems with the Vehicle’s  
16 infotainment system the day he took delivery of the Vehicle. The system regularly  
17 experiences delays, and encounters connection errors. And when Plaintiff Subbarao  
18 attempts to connect a device to the infotainment system via USB, the screen displays  
19 “initializing” but a connection is often never made. To correct the issue, Plaintiff  
20 Subbarao must remove the USB and plug it back in, or if that does not work, reset the  
21 entire system. The navigation system also frequently loses his position and provides  
22 erroneous driving directions.

23           158. Plaintiff Subbarao considers the infotainment system defect to pose a  
24 safety concern, because its various malfunctions distract the driver.

25           159. Plaintiff Subbarao dropped the Vehicle off at McDavid Acura in May 2019  
26 to address the infotainment system problems. When Plaintiff Subbarao picked the  
27 Vehicle back up four days later, the system continued to malfunction. Plaintiff Subbarao  
28

1 returned back to the dealership and had the technician drive the Vehicle to confirm that  
2 none of the issues had been resolved. Two weeks later, Plaintiff Subbarao got a phone  
3 call from the service manager, who said that he had contacted Defendant and that it is  
4 “working on” a fix for the infotainment system defect, and that a software defect is  
5 “coming.”

6 160. When Plaintiff Subbarao leased the Vehicle, he did so based on  
7 Defendant’s representation that a software update was forthcoming that would make the  
8 Vehicle Android Auto compatible. It has been many months since he purchased the  
9 Vehicle and there has been no such update.

10 161. Plaintiff Subbarao has suffered an ascertainable loss as a result of  
11 Defendant’s wrongful conduct associated with the infotainment system including, but  
12 not limited to, overpayment and diminished value of the Vehicle.

13 **12. Virginia Plaintiffs.**

14 162. Plaintiff Eric Faden is a Virginia citizen residing in Roanoke, Virginia.

15 163. Plaintiff Faden purchased a 2019 Acura RDX in February 2019 from  
16 Duncan Acura.

17 164. Prior to purchasing the Vehicle, Plaintiff Faden was considering competing  
18 vehicles from BMW, Toyota, Ford, and Dodge.

19 165. Plaintiff Faden researched the Vehicle and its infotainment system online  
20 — including [acura.com](http://acura.com) — before deciding to purchase the Vehicle. None of the  
21 websites contained any disclosure from Defendant relating to any defects in the  
22 infotainment system.

23 166. The Vehicle’s infotainment system was a very important feature for  
24 Plaintiff Faden.

25 167. Plaintiff Faden owns an Android phone and wanted a car with Android  
26 Auto compatibility. Before Plaintiff Faden purchased the Vehicle, the dealer assured  
27 Plaintiff that Android Auto would be made available “soon.” Plaintiff Faden received  
28

1 similar assurances from Defendant on twitter and on internet forums where Vehicle  
2 owners' shared what Defendant and Defendant's dealers had told them. However, after  
3 Plaintiff purchased the Vehicle, he noticed that references to Android Auto began  
4 disappearing from Defendant's website and marketing materials.

5 168. Plaintiff Faden chose to purchase the Vehicle because of its infotainment  
6 system and because Defendant represented that the Vehicle would soon feature Android  
7 Auto.

8 169. None of the representations received by Plaintiff Faden contained any  
9 disclosure regarding any defect in the infotainment system. Nor did they disclose that  
10 Android Auto would not be available for many months, if ever. Had Defendant  
11 disclosed that the infotainment system in the Vehicle was defective, Plaintiff Faden  
12 would not have purchased it, or would have paid less for the Vehicle. Similarly, had  
13 Defendant disclosed that Android Auto would not be made available for many months  
14 (if ever), Plaintiff Faden would not have purchased it, or would have paid less for the  
15 Vehicle.

16 170. Plaintiff Faden began experiencing problems with the Vehicle's  
17 infotainment system three days after purchasing the Vehicle. The screen frequently  
18 freezes, experiences delays, and encounters connection errors. The navigation system  
19 frequently crashes, loses his position, and provides erroneous driving directions.

20 171. Plaintiff Faden considers the infotainment system defect to be a safety  
21 concern, because its various malfunctions distract the driver.

22 172. Plaintiff Faden visited the help page on Defendant's website and found  
23 instructions to "reset" the infotainment system. Plaintiff Faden followed the instructions  
24 but continues to experience frequent malfunctions.

25 173. When Plaintiff Faden purchased the Vehicle, he did so based on  
26 Defendant's representation that a software update was forthcoming that would make the  
27

1 Vehicle Android Auto compatible. It has been many months since he purchased the  
2 Vehicle and there has been no such update.

3 174. Plaintiff Faden has suffered an ascertainable loss as a result of Defendant’s  
4 wrongful conduct associated with the infotainment system including, but not limited to,  
5 overpayment and diminished value of the Vehicle.

6 175. Plaintiff Hamilton Hines is a citizen of Virginia residing in McLean,  
7 Virginia.

8 176. Plaintiff Hines purchased a 2019 Acura RDX in February 2019 from  
9 Pohanka Acura.

10 177. Prior to purchasing the Vehicle, Plaintiff Hines researched the Vehicle and  
11 its infotainment system online. Plaintiff Hines recalls visiting Acura.com,  
12 cars.usnews.com, jdpower.com, cars.com, and other internet sources. None of the  
13 websites contained any disclosure from Defendant regarding any defects in the  
14 infotainment system.

15 178. The Vehicle’s infotainment system was the “main reason” Plaintiff Hines  
16 decided to purchase the Vehicle. Plaintiff Hines is a travelling salesman and believed  
17 that the Vehicle’s advanced infotainment system features would assist Plaintiff Hines  
18 conduct work on the road.

19 179. None of representations received by Plaintiff Hines contained any  
20 disclosure regarding any defects in the infotainment system. Had Defendant disclosed  
21 that the infotainment system in the Vehicle was defective, Plaintiff Hines would not  
22 have purchased it, or would have paid less for the Vehicle.

23 180. Plaintiff Hines experienced problems with the infotainment system within  
24 the first couple days after owning the Vehicle. The system periodically freezes —  
25 rendering all controls inoperable — and the screen randomly turns black. The system  
26 is abnormally slow to boot up. Navigation is sufficiently slow that Plaintiff Hines no  
27 longer uses it. The backup camera is abnormally slow to appear on the screen when the  
28

1 Vehicle is put into reverse. When Plaintiff Hines makes phone calls, the call recipient  
2 often cannot hear Plaintiff Hine’s voice. When listening to music through a device  
3 attached to the USB port, the audio frequently skips and disconnects.

4 181. Plaintiff Hines’ dealer subsequently replaced the infotainment system  
5 under warranty, but the problems persist. According to the service record, Defendant is  
6 aware of the issue and working on a software fix, but that no fix is currently available.

7 182. Plaintiff Hines has contacted Defendant on many occasions regarding the  
8 infotainment system defect and Defendant refuses to buy the Vehicle back from Plaintiff  
9 Hines pursuant to Virginia’s lemon law. According to a letter Plaintiff Hines received  
10 in response to his lemon law request, “American Honda Motor Co. recognizes that  
11 comfort and convenience features can be part of the ownership experience and is  
12 currently developing a product update to address the infotainment contention you had  
13 experienced. Your servicing dealer ship will make you aware once the update is made  
14 available.”

15 183. Plaintiff Hines has suffered an ascertainable loss as a result of Defendant’s  
16 wrongful conduct associated with the infotainment system including, but not limited to,  
17 overpayment and diminished value of the Vehicle.

18 **B. Defendants**

19 184. Defendant American Honda Motor Company, Inc. is a California  
20 corporation, and is a North American subsidiary of Honda Motor Company, Ltd.  
21 Defendant is headquartered in Torrance, California and maintains central operations in  
22 California.

23 185. Defendant first opened in the United States as a storefront selling Honda  
24 motorcycles in Los Angeles, California in 1959. By 1968, Defendant had sold its  
25 millionth motorcycle. Starting in 1969, Defendant began marketing and selling  
26 automobiles, with its operations still centered in California.

1           186. By 1991, Defendant added production to its U.S. operations and oversaw  
2 all aspects of production, including research and development, from its headquarters in  
3 California. As a center point of Honda’s global operations, Defendant made nearly \$2  
4 billion in capital investments in California and exported hundreds of millions of dollars  
5 in vehicles and other technology from its exclusive port facilities on the West Coast, at  
6 Port Hueneme, California, in 2015.

7           187. In 1986, Defendant created its first luxury name marque, Acura. By 2006,  
8 Defendant established research and development facilities dedicated solely to its  
9 vehicles in Torrance, California with related facilities dedicated solely to the creation of  
10 “future Honda and Acura automobile and mobility design concepts” in downtown Los  
11 Angeles, California.

12           188. From its headquarters in Torrance, Defendant combines product sales,  
13 service, and coordinating functions for Honda in North America, and is responsible for  
14 the manufacture, development, distribution, marketing, sales, and servicing of Acura-  
15 brand automobiles. The decisions regarding the marketing and sale of the infotainment  
16 system, and decisions regarding the disclosure or non-disclosure of the defect were in  
17 whole or substantial part made by Defendant in California and were purposefully  
18 emanated by Defendant in California.

19           189. In this Complaint, when reference is made to any act, deed or conduct of  
20 Defendant or Honda, the allegation means that Defendant engaged in the act, deed or  
21 conduct by or through one or more of its officers, directors, agents, employees, or repre-  
22 sentatives who was actively engaged in the management, direction, control, or  
23 transaction of the ordinary business and affairs of Defendant.

24           190. Honda sells cars in part via communications that it authorized its dealers  
25 to make about Honda vehicles, including the defective Vehicles discussed herein. This  
26 includes authorizing Honda dealers to distribute brochures and other marketing and  
27  
28

1 promotional material. Honda, through its authorized dealers, has and had the  
2 opportunity to disclose all material facts relating to the defective Vehicles.

#### 3 IV. FACTUAL ALLEGATIONS

##### 4 A. The Infotainment System

5 191. The Acura RDX is a perennial top seller in the premium compact SUV  
6 segment with cumulative U.S. sales exceeding 370,000 units since its debut in 2006.

7 192. The current, third generation of the Acura RDX was released in June 2018  
8 (2019 model year).

9 193. According to Defendant's website, the "all-new RDX" was redesigned to  
10 be "more luxurious," featuring a "driver-focused cabin and groundbreaking  
11 technology."<sup>5</sup>

12 194. These Vehicles are equipped with a suite of advanced new technologies,  
13 including an all-new infotainment system featuring an Android-based operating system,  
14 a high-mounted 10.2-inch full-HD display, and a touchpad ("Acura True Touchpad  
15 Interface") with the first-ever application of absolute-positioning in a driving  
16 environment. According to Honda, absolute positioning departs from traditional  
17 touchpad interfaces by using one-to-one mapping to deliver a more intuitive and driver-  
18 oriented user experience. This system replaced the infotainment system from the second  
19 generation RDX, which featured two screens controlled by a combination of direct  
20 touch, buttons, and a dial.

21 195. As previously discussed, the infotainment system plays a critical role in  
22 modern vehicles. It is the gateway between the user and the Vehicle's safety,  
23 navigation, communications, entertainment features. Among other operations, the  
24 Vehicles' infotainment system allows the Vehicle owner to operate the audio systems  
25 in the Vehicle; use the GPS navigation technology; operate the backup camera; and  
26 operate a Bluetooth-enabled mobile telephone or other device.

27  
28 <sup>5</sup> <https://www.acura.com/2019/rdx> (last accessed June 20, 2019).

1 **B. The Infotainment System Does Not Function As Represented**

2 196. The Vehicles' infotainment system contains a defect that causes many of  
3 the Vehicles' features (e.g., the navigation system, audio system, backup camera) to  
4 frequently malfunction.

5 197. Because the Vehicles' infotainment systems are responsible for a wide  
6 variety of vehicle functions (including navigation, audio, video, handsfree phone,  
7 backup cameras, etc.), the defect causes a wide range of problems for the Vehicles. For  
8 instance, the defect can cause the entire center console to freeze or lag while the Vehicle  
9 is in motion, thereby posing a substantial distraction to the driver. The defect is also  
10 known to cause the infotainment system to remain on even when the Vehicle is turned  
11 off, thereby draining the Vehicle's battery and rendering the Vehicle inoperable.

12 198. These problems pose a safety risk because when the system malfunctions,  
13 unexpected audio or video — or a blank or blue infotainment screen — can cause the  
14 driver to become distracted. Indeed, even under the best of conditions when  
15 infotainment-type systems are working properly, using them can create dangerous  
16 distractions.

17 199. It is the practice of car manufacturers to monitor online complaints.  
18 Countless complaints<sup>6</sup> have been posted online regarding the infotainment problems:

- 19 • *“Almost EVERY single day I have an issue with this infotainment*  
20 *system. Radio unavailable. Tuner not found, Messages shriek.*  
21 *Yesterday it was ‘Device not connected’ which I have had before.* It’s  
22 the one that makes me laugh because I get it and yet my phone has  
23 connected and is streaming music by bluetooth. Never had a phone call  
24 come through while I’ve had this message so perhaps that it what it is  
25 referring to. Usually I can get rid of it but shutting down the car,  
26 opening the door, closing it, and then restarting. But not yesterday.  
Message was there for a full 25 minutes while driving to an  
appointment....” (Complaint posted on acurazine.com dated October  
27 27, 2018).

28 <sup>6</sup> All typographical errors contained in the consumer complaints quoted in this  
Complaint are from the original. All emphasis is added.



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- “Then it was the Infotainment system. It regularly locks up when trying to change stations regardless of the fact that Acura has sent over the air updates to try to address the issue. ***Having worked in technology for over 30 years, I can tell you that in my opinion, Acura skimmed on the processor and ram that is badly needed to make this system work the way it should.***” (Complaint posted on Edmunds.com dated March 22, 2019).
  - “***Everything went black including the instrument cluster. Then it started flashing the whole way home.*** Shutting off and restarting didn’t help. Already had the infotainment system replaced and it still doesn’t work right, among all the other issues I’ve had. I’m at my breaking point with this POS.” (Complaint posted on acurazine.com dated March 12, 2019).
  - “***It seems like each day I get a new infotainment error.*** Now my tuner wouldn’t change from FM to XM and multiple times the navigation route failed. If next weeks update doesn’t fix all these issues I’m reaching my breaking point with this car” (Complaint posted on acurazine.com dated December 8, 2018).
  - “Car Play navigation started periodically freezing up and became frequently slow to launch or didn’t launch at all (giving an ‘unavailable’ notice) or ***crashing after a loud sound at unpredictable and awkward times.*** Sometimes it would start up again the next day, sometimes simultaneously disabled the Acura nav and radio at the same time, annoying on long stretches of highway.” (Complaint posted on Edmunds.com dated February 8, 2019).
  - “We’ve only had this car about three weeks, and so far this is the first new car purchase I’ve ever considered trying to find my way out of.... ***The infotainment system in this car is garbage. It crashes from time to time, the Nav system is antequated.... The radio will just say ‘loading’ on startup sometimes. Requiring the power to by cycled. Sound is very inconsistent from source to source. Strange digital pops when talking over BT. Everyday it’s something new.*** All of this is while using Apple Car Play or an Android phone paired of BT. With some research, I’ve found many reporting the same issues. To top it off, dealers are helpless as there’s no way for them to fixed this. This isn’t new technology. Just new in this car, and regardless of price point it’s

1 shameful that it operates so poorly.” (Complaint posted on  
2 Edmunds.com dated November 3, 2018).

- 3 • **“Don’t buy this vehicle!!** I have had more problems with this car than  
4 any other previous vehicle. The navigation system seems to do it’s own  
5 thing from time to time. I recently tried to use Apple Carplay which  
6 was working for about 4 days before it completely stopped working and  
7 messed up the system. I turned off the vehicle which left my screen on.  
8 I rebooted the system and now my radio will not even work.”  
9 (Complaint posted on Edmunds.com dated May 17, 2019).
- **“My screen freezes and fails all the time.** To protect myself I started  
10 videoing all the noises and issues.” (Complaint posted on  
11 Edmunds.com dated March 27, 2019).

12 200. Notably, these Complaints demonstrate that the infotainment system defect  
13 manifests almost immediately upon purchasing the Vehicle:

- 14 • “Enjoyed it while I had it, but **after driving less than 25 miles and**  
15 **owning for under 3 hours**, the Infotainment center flashed between  
16 the home screen and ‘touchpad is not available.’ After restarting, the  
17 Infotainment center screen was completely dead. Volume/power  
18 button on console didn’t work. Now in a loaner while dealer diagnoses  
19 the problem. Highly disappointed with Acura quality control as this is  
20 not an isolated incident.” (Complaint posted on Edmunds.com dated  
21 July 25, 2018).
- “Wanted to add my experience with this - **the day after we bought my**  
22 **wife’s RDX** we were driving using carplay/apple podcast and heard a  
23 small \*zap\* noise and the audio portion of the infotainment stopped  
24 working. We could still use the car’s nav system, but every audio  
25 source said unavailabe. We couldn’t turn the radio off either - pulled  
26 over, stopped, opened doors and the screen still stayed on. Got done  
27 with our drive and disconnected and reconnected negative battery  
28 terminal and that did the trick to turn it off and get it turned back on  
and working again.” (Complaint posted on acurazine.com dated  
September 6, 2018).
- “I’ve had the vehicle only a couple of weeks and I’m already regretting  
my purchase. It is fun to drive, but I’ve had several issues. **On my**  
**second day**, Apple CarPlay wouldn’t work. Then after pairing my  
iPhone X to the Bluetooth, my contacts were not available. (Complaint  
posted on Edmunds.com dated September 2, 2018).

- 1
- 2 • “This happened to me yesterday after *just 1 week* with our new RDX.  
3 The dealership didn’t know anything about this issue. Surprise!”  
(Complaint posted on acurazine.com dated November 30, 2018).

4 201. According to many consumers, the infotainment system defect renders the  
5 Vehicles unsafe to drive.

- 6
- 7 • “I traded in my leased 2016 RDX (which I absolutely loved) for the  
8 2019 after seeing all the cool new features, especially the new Info  
9 system. I hate to say it but I have had nothing but problems since  
10 driving it off the lot back in March. *The whole screen freezes on a*  
11 *regular basis.... It’s very distracting as its totally unexpected. I*  
12 *usually try to play with it trying to get it to work again...NOT*  
13 *SAFE...*as I am not watching the road, The last time I took it to the  
14 dealer they showed me how to reset it by pulling the fuse out and  
15 plugging it back in. It’s crazy that this is the solution for a \$40,000 car.  
16 I tried contacting Acura and they said all I can do is keep bringing it in  
17 to the dealer until there is a recall...which isn’t guaranteed. Really?”  
18 (Complaint posted on Edmunds.com dated May 21, 2019).
  - 19 • “I have had the Infotainment issues on the 2019 RDX since I took  
20 delivery July 3rd. *It’s been highly distracting and at times*  
21 *dangerous....* So they are replacing the whole infotainment system  
22 supposedly tomorrow. But it leads me to think, Honda/Acura has taken  
23 almost 9 months to rectify the problem. Shouldn’t we as Owners or  
24 Lessees qualify for some amount of consideration or compensation as  
25 an important part of the car has not worked for 8-9 months? Thoughts  
26 re a Class Action suit?” (Complaint posted on acurazine.com dated  
27 March 11, 2019)
  - 28 • “I had nothing on computer screen. It’s now working again but frequent  
messages of LOADING which takes several minutes or FUNCTION  
NOT NOT AVAILABLE with steering wheel controls. Often I drive  
miles with no access to screen as it spins. .... Car been in shop several  
days. *I’m afraid to drive too far from home for fear screen will go out*  
*again* .... (Complaint posted on Edmunds.com dated November 4,  
2018).”
  - “Technology systems experience random failures, at various times  
sometimes when driving. Functionality can sometimes be restored by

1 stopping the car and restarting the engine. Sometimes the vehicle must  
2 sit for hours with engine off to restore functionality. System failures  
3 include dashboard lighting, vehicle display screen, and heads-up  
4 display. Numerous dealer visits have provided no solution till today  
5 when I was informed that that this is a software issue and that a software  
6 vehicle update is required. However this is not available, has not been  
7 available for around since November 2018 when I bought my car and  
8 no timeline has been offered for this update. *I regard this as a safety  
and driver distraction issue that can lead to collisions. Acura needs to  
place a higher priority on this issue in order to provide owners with a  
safer driving environment.*” (Complaint posted on Edmunds.com  
dated February 14, 2019).

9 **C. Defendant Knew of the Infotainment System Defect Before Plaintiffs**  
10 **Purchased and/or Leased the Vehicles**

11 202. Defendant has long known or should have known of the Vehicles’  
12 infotainment system problems from multiple sources. These sources include pre-release  
13 design, manufacturing, and testing data; warranty claims data; consumer complaints  
14 made directly to Defendant, collected by NHTSA, and/or posted on public online  
15 forums; testing done in response to those complaints; aggregate data and complaints  
16 from authorized dealers; and other sources. Yet, Defendant failed to disclose and  
17 actively concealed the Vehicles’ infotainment system defect from the public, and  
18 continued to manufacture, distribute, and sell the Vehicles. Defendant continues to fail  
19 to disclose and actively conceals this defect from consumers prior to purchase or lease.

20 **1. Pre-Release Design, Manufacturing, and Testing Data**

21 203. It is standard practice for automobile manufacturers to engage in extensive  
22 pre-launch testing of its vehicles. Honda did so for the defective Vehicles and tested  
23 the operation of the infotainment systems prior to selling the defective Vehicles. Given  
24 the immediacy and frequency of consumer complaints about the infotainment system  
25 contained in the defective Vehicles, it is apparent that Honda knew about the defect  
26 before the defective Vehicles were sold or leased.

27 204. Moreover, during the decision-making process of switching from the  
28 previous-generation’s dual-screen infotainment system controlled by a combination of

1 direct touch, buttons, and a dial to the new single high definition 10.2-inch display  
2 system controlled by a touchpad, Honda necessarily would have gained comprehensive  
3 and exclusive knowledge about the defect contained in the infotainment system. Such  
4 knowledge would necessarily include: the basic programming principles behind the  
5 system; the forces and stresses the system faces in normal use; the cumulative wear on  
6 the system caused by use, age, and environmental factors; and how using different  
7 designs affect the performance of the system. This design, engineering, and testing data  
8 is unavailable to Plaintiffs without discovery, but upon information and belief, analysis  
9 of this data would have revealed that the infotainment system design was insufficient  
10 for its intended use and would malfunction frequently.

## 11 **2. Warranty Claims Data**

12 205. Honda also knew or should have known about the infotainment system  
13 defect based on the large number of warranty repairs made immediately upon the  
14 Vehicles' launch.

15 206. Upon information and belief, Honda regularly compiles and analyzes  
16 detailed warranty service information regarding repairs performed under warranty at its  
17 network of dealerships. Indeed, Honda requires dealers to maintain detailed and  
18 meticulous records for any warranty repairs performed and routinely refuses to pay for  
19 warranty repairs made where the nature and cause of the malfunction is insufficiently  
20 described.

21 207. Upon information and belief, these dealer service records and warranty  
22 data reflect an abnormally large spike in infotainment system failures immediately  
23 following the launch of the Vehicles in the summer of 2018.<sup>7</sup>

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24  
25  
26 <sup>7</sup> While these service records and warranty data no doubt reflect a large spike, these  
27 records will vastly underreport the incidents involving the defect because many Honda  
28 dealers routinely tell Vehicle owners not to bring their Vehicle to the dealership  
because there is nothing they can do to address the defect.

1           208. As documented by widespread consumer complaints, this defect has  
2 plagued the infotainment system since its launch. Consumers began posting furious  
3 complaints on the internet shortly after the Vehicles first went on sale. For example,  
4 one consumer posted the following complaint on June 20, 2018—just hours after  
5 purchasing the Vehicle and days after the 2019 Acura RDX first went on sale to the  
6 public:

- 7           • ***“Just bought our new 2019 RDX less than 24 hours ago and am***  
8 ***having an issue with the infotainment system.*** We were driving on the  
9 highway using spotify through apple carplay and the system suddenly  
10 disconnected from carplay. When we went to reconnect it display a  
11 message stating it could not perform that function while in  
12 motion...okay so we pulled over shut the car off and noticed the system  
13 did not power off. Turned the car back on and tried other functions,  
14 both the radio and statelite radio displayed ‘could not connect’ or ‘tuner  
15 unavailable’. ***We’ve called the dealership and they are going to check***  
***it out in the morning***, in the meantime I am not sure what to do as it is  
16 sitting in my driveway with the infotainment system powered on,  
17 hopefully it won’t the battery overnight.” (Complaint posted on  
18 acurazine.com dated June 20, 2018).

19           209. The consumer posted a follow-up message the next day, explaining that his  
20 Acura dealer was unable to “figure out” what happened:

- 21           • “Just to update, ***the dealer wasn’t able to figure out what caused the***  
22 ***issue with the infotainment system.*** Their resolution was to disconnect  
23 the battery to ‘fix’ the problem. I’m just hoping it doesn’t happen  
24 again.” (Complaint posted on acurazine.com dated June 21, 2018).

25           210. Since then, countless Vehicle owners have explained online that they had  
26 taken their Vehicles to their dealers in response to the infotainment system problems:

- 27           • “Woke up and the radio was still on! Battery didn’t die though. ***Will***  
28 ***head to dealership this weekend.***” (Complaint posted on acurazine.com  
dated August 1, 2018).
- ***“This is why mine has been in service for two weeks today.*** To get  
Acura to acknowledge all of the issues including this one.” (Complaint  
posted on acurazine.com dated September 4, 2018).

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- “This just happened to me too. ***Dropped it off at the dealer....*** Was driving with iPhone plugged in via CarPlay. Car made a high pitched beep noise and all audio stopped. SiriusXM says ‘tuner error’, FM radio won’t play, Bluetooth won’t recognize devices. Also, when scrolling through the settings, some of them are greyed out, and when I try to select them, the car says ‘this is not available while in motion’.” (Complaint posted on acurazine.com dated October 23, 2018).
  - “I cannot begin to tell you how much I regret my decision to buy my 2019 RDX (Technology package). What was ‘love at first sight’ has turned into a ‘hate at first month’ experience.... Infotainment system not working — I would get the blue disclaimer screen that would stay on at all times even when I stopped and locked the car. My husband had to pull a fuse so my battery doesn’t die overnight. I have also had the infotainment screen go completely blank for days. ***I’ve taken my car in twice for this issue and they still don’t have a permanent fix.*** The Service Manager even joked and told me that if it happens again at least I know which fuse to pull. Excuse me, I did not pay an arm and a leg for a car to pull a fuse at 1,500 miles, this is not what I signed up for.” (Complaint posted on Edmunds.com dated February 5, 2019).
  - ***“This car is haunted! The software needs so much improvement, and the dealership says they can’t do a thing.*** The radio comes on at will and often will not allow me to change channels. Sometimes I can make phone calls, sometimes not.... All infotainment features work when they want to. Sometimes I have no contact list and sometimes the car tells me it cannot perform the request, like make a phone call. It is driving me crazy; I am always waiting for the next shoe to drop. I have had it about 6 months and plan to trade it after a year. .... Every day it is something.....save your money and buy a decent car!” (Complaint posted on Edmunds.com dated March 30, 2019).
  - “I just bought a new RDX ten days ago, and Apple Carplay started on the first try as the salesman reviewed the car, but since than it usually does not connect. ***Took it in yesterday to the dealer*** and they got it working with their i-phone 6, but took a few tries to get my i-phone X to work. I’m going crazy trying to get Carplay to work. Is there a reliable fix?” (Complaint posted on acurazine.com dated October 27, 2018).

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- ***“The dealers know nothing and everyone is awaiting an update from Acura. No one can fix it at this time.”*** (Complaint posted on acurazine.com dated November 18, 2018).
  - ***“Team, we are unfortunately at the mercy of Acura. I went by my dealer today and spoke with the GM and the Service manager. The SM told me that even the regional service rep from Acura had issues with his RDX. They have fixes in the works, but will not commit to any time frame. So sad.”*** (Complaint posted on acurazine.com dated January 20, 2019).
  - ***“My vehicle is hardly 6 months old and the infotainment stop working 3 times with 6000+ miles. The dealer mechanic doesn’t bother bring the vehicle into the shop, they come out, disconnect the battery for a minute or two then reconnect the battery and the system is back on. Next time that happens, I would ask the service manager to document it.”*** (Complaint posted on Carcomplaints.com dated January 30, 2019).
  - ***“This happened to me over the weekend. While driving, i had my phone connected to Apple CarPlay. I heard a loud beep and all audio functions stopped working. Additionally, the screen would not turn off once I got out and locked the car. I did a reset and that fixed the issue of the screen not turning off. I Took the car to the dealership this Monday where they were basically in the phone with Tech from Acura all day. Finally, they just disconnected the battery and connected it again. This is a temporary fix.”*** (Complaint posted on February 19, 2019).
  - ***“So mine has been freezing locking up since Sept of 2018 Dealers can’t figure it out just wait for the next update and it will be fixed here we are April 2019 still having the same issue. I was using my navigation using carplay as we were going out of town on a trip and 2hrs into the drive the system locked up in the middle of nowhere luckily for me my iphone xs kept navigating even though the system in the RDX was frozen and guess what message popped up yeppers ‘Android system issue failure’...”***(Complaint posted on acurazine.com dated April 23, 2019).
  - ***“I have had my RDX for about a month and have issues. Yesterday I was getting an error saying Audio not available. After turning the car off several times it finally came back. The navigation will not go dark at night. The dealership kind of fixed it, guy didn’t really know much, but then it was going dark sporadically throughout the day. Which***



1 was more annoying. When I change songs or stations it often freezes  
2 or skips programmed stations. No idea what's going on. Hopefully we  
3 can get some answers." (Complaint posted on acurazine.com dated  
April 28, 2019).

4 211. The complete warranty repair data regarding the infotainment systems  
5 repeated failures put Honda on notice of the defect.

### 6 **3. Complaints Made Directly to Honda**

7 212. Honda also knew or should have known of the defect contained in the  
8 infotainment system based on the numerous complaints it received directly from  
9 customers. The large number of complaints, and the consistency of their descriptions  
10 of the infotainment system failures, alerted Honda of the defect.

11 213. Only Defendant has access to the full universe of complaints it received  
12 regarding the infotainment system. However, upon information and belief, many  
13 Vehicle owners who experienced the defect present in the infotainment system  
14 complained to Honda. Customer complaints posted online reflect that Honda received  
15 many such customer complaints directly from Vehicle owners:

- 16 • "Had my RDX for 2 weeks - today my wife used it and when she came  
17 home she said the infotainment system was not working. It just kept  
18 repeating the circle / starburst pattern and would not boot.  
19 Disconnecting positive battery cable did not fix it. Pulled the #37 15A  
20 fuse [audio] and re-inserted, and then the system booted, and somehow,  
21 all the settings were still saved? Lucky this time, but I am afraid this  
22 will happen again. ***Acura corporate stated I had to bring the car to the  
23 dealer to 'reset' it,*** but it is over a holiday weekend and we need the  
24 car. Hopefully, there is a fix that can be downloaded in the future to  
25 prevent this?" (Complaint posted on acurazine.com dated August 31,  
26 2018).
- 27 • "My brand new rdx has been at the dealer now three weeks, i drove it  
28 three days....after the infotainment system started going black  
repeatedly...see my post. Now after replacing infotainment syysem  
control module...and test driving it for four days...it is doing it again.  
Now dealer calls and they are replacing the entire screen itself....and i  
expect it will be another 5 days before i know if that works... ***have***

1                    *calked acura and filed a complaint and opened a case....if this does*  
2                    *not fix the issue i will start a lemon law claim. Acura padt the initial*  
3                    *sympathy first call has not gotten back to me as to what they intend to*  
4                    *do....”* (Complaint posted on acurazine.com dated November 30, 2018).

- 5                    • “I purchased one of the first RDXs in June. While the interior and  
6                    exterior look nice, there are countless electronic issues. ***I have spent***  
7                    ***hours working with the dealer and Acura corporate.*** It was a lesson  
8                    learned the hard way to not purchase a newly released vehicle. The  
9                    steering wheel controls don’t always work, the monitor had outages and  
10                   it does not work in the cold weather. They claim these issues may be  
11                   fixed with system update 2 but after waiting months for the first update  
12                   (and it didn’t fix all the issues), I’m not holding my breath. Wait until  
13                   next year, this one is not worth it.” (Complaint posted on Edmunds.com  
14                   dated February 1, 2019).
  
- 15                   • When starting the car or turning on the XM Radio, the monitor indicates  
16                   that it is ‘loading’ This can load for 3 to 5 minutes before the XM Radio  
17                   controls are functional. I consider this to be a defect as the radio is not  
18                   operating what most users would consider to be normal. ***I first talked***  
19                   ***to the dealer. The dealer confirmed that this was a wide spread***  
20                   ***problem. The dealer said is was a know problem and that Acura had***  
21                   ***not issued a fix or any infomration on if or when a fix was coming. I***  
22                   ***wrote to Acura*** to share with them that I was not satisfied with the  
23                   operation of the XM Radio. Today Acura Client Relations responded  
24                   after a considerable delay: “ Dear xxxxxxx, Thank you for writing to  
25                   us. We apologize for our delayed response and hope this message finds  
26                   you well. We’re sorry to hear this delay with XM service has been  
27                   detracting from your new vehicle experience. We have documented  
28                   what you are experiencing and if a product update is released to address  
                 it you will be notified via standard mail. We hope you have other wise  
                 been enjoying the RDX and thank you for alerting us to this issue....  
                 Case #xxxxxxx Their response ignores my complaint as if does not  
                 acknowledge that this is a defect that the company is planning or even  
                 needs to address. I am very surprised and disappointed in the lack of  
                 concern about acknowledging that this is a prolem that deserves any  
                 attentiopn.” (Complaint posted on Edmunds.com dated February 12,  
                 2019).
  
- ***“I have been fighting with Acura Corporate Relations since January***  
                 ***2019 regarding issues with the technology,*** most recently Apple Car

1 Play which has not worked correctly since I bought the car in July 2018  
2 (It constantly disengages and then you have to disconnect and  
3 reconnect). *To top of it, their client relations rep says there's no fix in*  
4 *place -- so she closed my case!* I called for her manager and  
5 miraculously the case is re-opened. When you are paying \$40K for a  
6 new vehicle you expect things to work -- if not the manufacturer should  
7 stand behind their vehicle, not try to shoot down the customer.”  
8 (Complaint posted on Edmunds.com dated April 5, 2019).

- 9 • “I hate to say it but I have had nothing but problems since driving it off  
10 the lot back in March. The whole screen freezes on a regular basis....  
11 It's very distracting as its totally unexpected. I usually try to play with  
12 it trying to get it to work again...NOT SAFE...as I am not watching the  
13 road, The last time I took it to the dealer they showed me how to reset  
14 it by pulling the fuse out and plugging it back in. It's crazy that this is  
15 the solution for a \$40,000 car. *I tried contacting Acura and they said*  
16 *all I can do is keep bringing it in to the dealer until there is a*  
17 *recall...which isn't guaranteed.* Really?” (Complaint posted on  
18 Edmunds.com dated May 21, 2019).

19 214. As the above excerpts demonstrate, Vehicle owners have complained to  
20 Defendant on numerous occasions regarding repeated failures of the infotainment  
21 system, and the large number of complaints should have alerted Defendant to the defect.

#### 22 **4. Complaints Collected by NHTSA**

23 215. Vehicle manufacturers are required by federal law to maintain close  
24 contact with the NHTSA regarding potential safety defects. By law, manufacturers are  
25 required to report information regarding customer complaints and warranty claims to  
26 the NHTSA, and federal law imposes criminal penalties against manufacturers who fail  
27 to disclose known safety defects. *See generally* TREAD Act, Pub. L. No. 106-414, 114  
28 Stat. 1800 (2000).

216. Automakers have an affirmative legal duty to disclose emerging safety-  
related defects to the NHTSA under the Early Warning Report requirements. *Id.*

217. Vehicle manufacturers should and do monitor NHTSA databases for  
consumer complaints as part of their ongoing obligation to uncover and report potential

1 safety-related defects. Defects that undermine the effectiveness of their Vehicles' safety  
2 systems (including back up camera) are such safety-related defects. Accordingly, Honda  
3 knew or should have known of the many complaints about infotainment system failures  
4 lodged with the NHTSA, and the sheer number of complaints coupled with their  
5 consistency alerted or should have alerted Honda to the defect.

6 218. A sampling of the complaints posted on the NHTSA database include the  
7 following:

8  
9 **Date Complaint Filed:** October 6, 2018  
10 **Date of Incident:** October 5, 2018  
11 **NHTSA ID Number:** 11138815  
12 **Vehicle Identification Number:** 5J8TC2H53KL\*\*\*\*  
13 **Vehicle Type:** 2019 Acura RDX AWD

14 THE ELECTRONICS ON THE VEHICLE - THE PHONE, NAVIGATION  
15 SYSTEM, RADIO - FREEZE UP AND WON'T FUNCTION. THE  
16 NAVIGATION SYSTEM'S KEYPAD DOESN'T WORK. APPARENTLY  
17 THIS IS NOW A FREQUENT PROBLEM ON 2019 ACURA RDX'S

18 **Date Complaint Filed:** October 25, 2018  
19 **Date of Incident:** October 23, 2018  
20 **NHTSA ID Number:** 11142625  
21 **Vehicle Identification Number:** 5J8TC2H74KL\*\*\*\*  
22 **Vehicle Type:** 2019 Acura RDX AWD

23 VOICE RECOGNITION WITH APPLE CARPLAY AND 3RD PARTY  
24 APPS FAILS TO FUNCTION WHICH CAN LEAD TO DRIVER  
25 DISTRACTION RESULTING IN COLLISIONS....

26 **Date Complaint Filed:** December 11, 2018  
27 **Date of Incident:** November 15, 2018  
28 **NHTSA ID Number:** 11160804  
**Vehicle Identification Number:** 5J8TC2H74KL\*\*\*\*  
**Vehicle Type:** 2019 Acura RDX AWD

TECHNOLOGY SYSTEMS EXPERIENCE RANDOM FAILURES, AT  
VARIOUS TIMES SOMETIMES WHEN DRIVING. FUNCTIONALITY

1 CAN SOMETIMES BE RESTORED BY STOPPING THE CAR AND  
2 RESTARTING THE ENGINE. SOMETIMES THE VEHICLE MUST SIT  
3 FOR HOURS WITH ENGINE OFF TO RESTORE FUNCTIONALITY.  
4 SYSTEM FAILURES INCLUDE DASHBOARD LIGHTING, VEHICLE  
5 DISPLAY SCREEN, AND HEADS-UP DISPLAY. NUMERIOUS  
6 DEALER VISITS HAVE PROVIDED NO SOLUTION TILL TODAY  
7 WHEN I WAS INFORMED THAT THAT THIS IS A SOFTWARE ISSUE  
8 AND THAT A SOFTWARE VEHICLE UPDATE IS REQUIRED.  
9 HOWEVER THIS IS NOT AVAILABLE, HAS NOT BEEN AVAILABLE  
10 FOR AROUND 6 MONTHS AND NO TIMELINE HAS BEEN OFFERED  
11 FOR THIS UPDATE.

12 I REGARD THIS AS A SAFETY AND DRIVER DISTRACTION ISSUE  
13 THAT CAN LEAD TO COLLISIONS. ACURA NEEDS TO PLACE A  
14 HIGHER PRIORITY ON THIS ISSUE IN ORDER TO PROVIDE  
15 OWNERS WITH A SAFER DRIVING ENVIRONMENT

16 **Date Complaint Filed:** March 15, 2019

17 **Date of Incident:** November 18, 2018

18 **NHTSA ID Number:** 11187042

19 **Vehicle Identification Number:** 5J8TC2H59KL\*\*\*\*

20 **Vehicle Type:** 2019 Acura RDX AWD

21 INFOTAINMENT SYSTEM HAS MULTIPLE GLITCHES CAUSING  
22 MANY OF THE FEATURES, RADIO,

23 GPS OPERATION, DRIVE MODE CHANGES, SOUND, CLOCK  
24 FREEZING, KNOBS AND DIALS NOT WORKING. REPORTED TO  
25 DEALERSHIP AND WENT IN SEVERAL TIMES. THEY SAID THERE  
26 WERE UPDATES WHICH THEY TRIED TO INSTALL AND THE  
27 VEHICLE DIDN'T RESPOND TO ANY UPDATES PROVIDED BY  
28 ACURA. CALLED ACURA, GOT A CASE NUMBER, AND WAS  
VIRTUALLY TOLD THEY ARE STILL WORKING ON THESE  
PROBLEMS . THESE 2019 CARS HAVE BEEN OUT SINCE MAY OF  
2018 AND THEY ARE STILL MANUFACTURING CARS AND  
PUTTING THEM OUT TO THE CONSUMER KNOWING THESE  
ELECTRICAL AND SYSTEM ISSUES HAVE NEVER BEEN  
ADDRESSED PROPERLY. THESE PROBLEMS HAPPEN WHETHER  
THE VEHICLE IS STATIONARY, IN MOTION, CITY OR HIGHWAY  
DRIVING.

1 THE PROBLEMS ARE INTERMITTENT. IT DOES BECOME A SAFELY  
2 ISSUE WHEN SOMETHING HAPPENS BECAUSE THE DRIVER IS  
3 NOT ABLE TO DEAL WITH ISSUES WHILE OPERATING THE  
4 VEHICLE. ACURA HAS BEEN LESS THAN COOPERATIVE WITH  
5 EITHER THE DEALERSHIP OR THE CONSUMER, JUST TELLING  
6 ALL THEY ARE SORRY TO BE PATIENT "THEY ARE WORKING ON  
7 IT". MY VEHICLE HAS BEEN DOING THIS FOR SEVERAL MONTHS  
8 (SINCE THE DAY I DROVE IT OUT OF THE LOT.)

9 I HAVE SCREEN SHOTS OF THE MESSAGES RECEIVED ON THE  
10 SCREEN WHEN IT IS INOPERABLE

11 AND WELL DOCUMENTED NOTES AND DATES AS TO WHEN IT  
12 WAS REPORTED TO THE DEALER AND TO THE ACURA SERVICE  
13 REPRESENTED.

14 **Date Complaint Filed:** April 24, 2019

15 **Date of Incident:** April 18, 2019

16 **NHTSA ID Number:** 11203513

17 **Vehicle Identification Number:** 5J8TC2H74KL\*\*\*\*

18 **Vehicle Type:** 2019 Acura RDX AWD

19 AFTER APPLE'S IOS UPDATE FOR IPHONE, APPLE CARPLAY HAS  
20 BECOME UNSTABLE AND CRASHES FOR NO APPARENT REASON  
21 RESULTING IN ACTIVE NAVIGATION SERVICES WHILE DRIVING,  
22 BECOMING UNUSABLE WITHOUT WARNING. RESTARTING THE  
23 ACURA TECHNOLOGY AND/OR THE IPHONE RESULTS IN  
24 CONTINUED SPORADIC BUT UNUSEABLE OPERATION. THIS CAN  
25 RESULT IN SEVERE DRIVER DISTRACTION AND LEAD TO  
26 COLLISIONS RESULTING IN INJURY OR DEATH TO THE VEHICLE  
27 OCCUPANTS.

28 ACURA HAS INDICATED TO ME THAT THEY HAVE RECEIVED A  
NUMBER OF COMPLAINTS OF THIS NATURE AND IS LOOKING  
INTO IT. CALLS TO APPLE SUPPORT HAVE RESULTED IN AN  
ATTITUDE OF INDIFFERENCE AND ATTEMPTS TO ATTRIBUTE  
THE ISSUE TO ACURA & GOOGLE. APPLE'S CURRENT RESPONSE  
IS TO SEND AN EMAIL TO [FEEDBACK@APPLE.COM](mailto:FEEDBACK@APPLE.COM).

THE RESPONSE I AM SEEKING IS TO REQUIRE APPLE/ACURA TO  
INFORM ACURA CUSTOMERS THAT CARPLAY IS CURRENTLY

1 EXPERIENCES ISSUE AND MAY UNEXPECTEDLY CEASE  
2 OPERATION WHILE IN USE AND ADVISE CUSTOMERS TO  
3 REFRAIN FROM USING IT UNTIL THE ISSUE IS REMEDIED IN  
4 ORDER TO AVOID DRIVER DISTRACTION RESULTING IN  
5 POSSIBLE COLLISIONS.

6 ADDITIONALLY I WOULD LIKE TO SEE APPLE & ACURA SETUP  
7 SPECIAL EMAIL ADDRESSES FOR OWNERS TO REPORT CARPLAY  
8 AND TECHNOLOGY ANOMALIES, WITH A TRACKING SYSTEM IN  
9 PLACE TO RESEARCH, ADDRESS THE ISSUES, AND EXPEDITE THE  
10 RESOLUTION OF THEM.

11 **Date Complaint Filed:** May 6, 2019

12 **Date of Incident:** July 10, 2018

13 **NHTSA ID Number:** 11205831

14 **Vehicle Identification Number:** 5J8TC2H38KL\*\*\*\*

15 **Vehicle Type:** 2019 Acura RDX AWD

16 ISSUES WITH RADIO AND APPLE CARE. DOES NOT WORK  
17 INTERMITTENTLY. ACURA HAS DONE SOFTWARE UPDATE TO  
18 FIX BUT STILL HAVE PROBLEMS.

19 219. As the preceding complaints demonstrate, Vehicle owners have lodged  
20 many complaints with the NHTSA about repeated infotainment system failures which  
21 alerted or should have alerted Honda to the defect no later than June 2018 when the  
22 Vehicles first went on sale to the public.

### 23 **5. Customer Complaints on Internet Forums**

24 220. In addition to the complaints lodged directly with Honda, Dealers, and the  
25 NHTSA, many Vehicle owners posted complaints regarding repeated infotainment  
26 system failures on public online internet forums, which Defendant — like most  
27 manufacturers — regularly monitors. The following is a representative sample of those  
28 complaints:

- “i was driving home from work while using both navigation and music. (Btw, I have just had this new beauty for 2 weeks). So I wanted to switch side screen onto the main screen. And the screen just froze however music was still playing. It froze for 5 mins while I was driving so I pulled my car to a parking lot and shut it off and backed on. The

1 infotainment system tried to restart however it was stuck at its fancy  
2 starting logo for another 5mins. Luckily other operational function  
3 seemed to work. I almost took my car to my dealer before I shut it off  
4 and backed on the second time. It took 10 secs to reboot and everything  
went back functioning. (Complaint posted on acurazine.com dated June  
25, 2018).

- 5 • “Apparently Apple Car Play messes with the navigation. Fix it!!”  
6 (Complaint posted on carcomplaints.com dated July 5, 2018).
- 7 • “Just occurred in my wife’s RDX... looks like we’ll be waking up to a  
8 dead battery tmr. Radio won’t shut off.” (Complaint posted on  
9 acurazine.com dated July 31, 2018).
- 10 • “While on a call, thru CarPlay with a iPhone 8 hardwired. The call  
11 jumped back to the phone. I could use my phone and completed the call.  
12 Hung up but the MID still showed the call as active as did the info  
13 display. The touchpad did nothing. I could not reset it. I could hit the  
14 app button and scroll to the call to “end call” but it did not end it and  
15 still remained frozen. I was driving so I had to wait til I stopped and  
16 then I shut the car off and everything powered down. When powering  
17 back up the call showed back up. The info display showed the boot  
18 animation and was just sitting there thinking. So I powered off the car  
19 again, shut my phone completely off, rebooted the car and then  
20 everything worked normally.” (Complaint posted on acurazine.com  
21 dated October 11, 2018).
- 22 • “When I first purchased the Acura RDX Advance I was ecstatic.  
23 Everything seemed to be customized for me. From the memory seats to  
24 the technology, to the safety components. I was in love with my SUV.  
25 However, things seemed to go south the longer I owned the vehicle.  
26 First it was the constant issues with the Infotainment System. I would  
27 exit the vehicle and it wouldn’t turn off. I called the dealership and they  
28 either thought I was dumb and didn’t know how to operate a car, or they  
would say ‘this is the first time we’re hearing about this...’ I found a  
site called AcuraZine which had a workaround for turning off the frozen  
system so I wouldn’t get a dead battery.” (complaint posted on  
Edmunds.com dated November 7, 2018).
- “Up front, I have the latest software version, I installed it the day it was  
made available. The infotainment screen is now stuck on Disclaimer



1 and won't turn off even with the car shut down. To be honest, the  
2 infotainment system has become increasingly sluggish since I first  
3 bought the car in June. It can take several minutes to boot up when I  
4 start the car and it regularly freezes and then unsticks itself just  
5 switching between Sirius and FM radio." (Complaint posted on  
6 acurazine.com dated December 20, 2018).

7 • "Infotainment system. Very, very glitchy and underbaked. Using the  
8 precision touch mouse pad is awkward; using navigation is clunky.  
9 Voice recognition barely works. The loading of contacts takes a very,  
10 very long time... Calls are driooed every now and then; the system  
11 hangs intermittently... Nissan's simple Bosch-designed infotainment  
12 puts Acura to shame... Android auto is not supported as of yet... No way  
13 to look up point of interest phones; no Pandora or Google integration.  
14 My Nissan had all that. I miss Nissan's infotainment system."  
15 (Complaint posted on Edmunds.com on January 7, 2019).

16 • "Own the 2019 RDX Advance for nearly 5 months.... I'm disappointed  
17 with them for not debugging the software before rolling it out to the  
18 consumer. I feel as if I'm part of a beta test. Its software is more than  
19 buggy. It locks up often, takes too much time to boot up& often get  
20 messages of a 'System Error- Function Unavailable' when attempting  
21 to toggle radio stations on left side of steering wheel. Only after turning  
22 if off & back on does the feature work as intended. After recent update  
23 in mid Dec 2018 Navigation menu now has no mentions of  
24 "Restaurants" or "Food" or Shopping or Gifts as well as Travel  
25 Agency"; it ALL blank showing no data at all!! Siri through iPhone  
26 blue tooth when connected does not work at all. Lots of talk out there  
27 (chat lines) that the update made things worse not better & only brought  
28 everyone up to the version they had in dealers as recent as October. ...."  
(Complaint posted on Edmunds.com dated January 15, 2019).

• "I got in my car and had to do a quick reverse and pull out of a parking  
place and pull into traffic. The screen was dark. Nothing came on. Zero,  
nada. I got to my office, turned car off, opened door and closed door,  
restarted. Blank screen. Crap, went into my office, went back out an  
hour later, systems came back on. I have had a lot of issues when I put  
car in reverse and pull out without waiting for system to spool. i guess  
we wait for the next update" (Complaint posted on acurazine.com dated  
January 20, 2019).

- 1 • “2nd issue, the audio system doesn’t work. This is noted in almost every  
2 review. I didn’t know that going in, or I wouldn’t have bought it.”  
3 (Complaint posted on Edmunds.com dated February 6, 2019).
- 4 • “Replacing info system won’t fix it. My guy tried that. Its all software.  
5 I don’t use apple play much because it confuses the radio. Does anyone  
6 have issues when you put in reverse and then pull out before the system  
7 boots up. My info system takes for ever to boot when going into  
8 reverse.” (Complaint posted on acurazine.com dated March 12, 2019).
- 9 • “Infotainment system hard to use. In 2016 navi system you could save  
10 identifier with favorite. In 2019 only address can be saved. 2016 beeped  
11 when lane departure activated, not 2019. Just had an infotainment  
12 system update in the hopes that a bug I had would be fixed, but it  
13 wasn’t. When trying to use voice command sometimes it works, then I  
14 get Voice System initializing and the voice system freezes until the car  
15 is turned off and restarted. No easy way to report this glitch to Acura.  
16 Dealer and customer relations certainly not briefed sufficiently in the  
17 new info system.” (Complaint posted on Edmunds.com dated March  
18 14, 2019).
- 19 • “The ‘19 RDX was the sixth Acura that I have owned/leased and by far  
20 the worst.... The infotainment system is a mess: it loses connectivity,  
21 freezes when switching between bluetooth phone and sat radio, takes  
22 30+ seconds to boot up, and more. Acura makes some great vehicles,  
23 this isn’t one of them.” (Complaint posted on Edmunds.com dated  
24 March 16, 2019).
- 25 • “Got stuck on the disclaimer screen today. Nothing would turn it off.  
26 Not even the 3 button trick would work. Ended up having to pull the  
27 fuse. It sparked a little while putting it back in. Is this normal? Can I  
28 blow the fuse this way?” (Complaint posted on acurazine.com dated  
April 23, 2019).
- “Was driving normally, and no issues. Stopped to grab some groceries.  
Got in my car and had ‘Drive Mode Change Unavailable’ popping up  
and the screen dimming and then brightening. Doing a reset with the  
three button push didn’t seem to fix it.” (Complaint posted on  
acurazine.com dated May 13, 2019)
- “I purchased the RDX over other vehicle lines (BMW, Mercedes,  
Lexus, Infinity) after extensive research. The final determinant for me

1 was the perceived quality which Honda builds into its vehicles. I have  
2 a CRV, and I traded in a BMW. I have owned a number of cars over  
3 the years both foreign and domestic, and the CRV by far was the best  
4 in terms of reliability and cost of maintenance. Much to my chagrin,  
5 the Acura RDX does not live up to the same standard. With a bit over  
6 1000 miles on the vehicle, I have had two instances where I have lost  
7 my radio and/or GPS function. This after one stint in the service  
8 department already. Definitely not what I expected from Honda, or  
9 from a vehicle which is not inexpensive by any means.” (complaint  
10 posted on Edmunds.com dated May 22, 2019).

- 11 • “Disappointed. Wish I could return. The good: sharp looking and  
12 comfortable. The bad: the infotainment/navigation system. Rarely  
13 works correctly. Have to reconnect my phone from time to time, slow  
14 to respond, can’t save/edit favorite places with a name like ‘lake house,’  
15 the mouse pad belongs on a laptop, not a vehicle, awkward.” (complaint  
16 posted on Edmunds.com dated June 14, 2019).

## 17 **6. Acknowledgements of the Problem by Honda Representatives, 18 Dealers and Technicians**

19 221. Defendant’s knowledge of the defect is also shown the fact that Honda  
20 representatives, dealers, and technicians have admitted to Vehicle owners that repeated  
21 infotainment system failure is a well-known and pervasive problem with the Vehicles.  
22 The following is a representative sample of customer complaints reflecting Honda’s  
23 knowledge of the defect:

- 24 • “This screen is also frozen. No music, call is disconnected. I had to pull  
25 over and turn the car off. Sadly, I’ve had the dreaded screen freeze 4  
26 times. I have tried using the 3 button reboot but nothing happens. No  
27 matter how long I hold the buttons nothing happens. My screen is also  
28 freezing after I hang up with a call. The HUD and infotainment system  
freeze and nothing helps except pulling over and turning the car off. I  
also have messages popping up at various times and the screen flickers.  
***I am taking my 19 RDX into the dealership for the 7th time for issues.  
Acura of Seattle has told me they have 3 other RDX owners with the  
same problem. They also said that Acura is well aware of the problem  
but has yet to suggest a fix for or possibly replacing the system.*** The  
phone call was actually disconnected.” (Complaint posted on  
acurazine.com dated March 8, 2019).

- “I have had most of the problems that have been documented here, including intermittent audio chirps and drop-outs, ‘skipping’ of the audio when played through carplay (sounds a little like an old-school vinyl record that is skipping), and today the freeze-up that required disconnection of the power.... *I spoke to an Acura service rep on the phone today and he said that Acura is aware of this issue and is ‘working on a fix.* This has been a known issue for most of the past 6 months, and they’re still working on the fix? I think the Lemon Law may be the only way to get this resolved” (complaint posted on acurazine.com dated November 30, 2018)

222. Additionally, the large number and consistency of Vehicle owner complaints describing the infotainment system defect as a safety risk demonstrates that the Vehicle owners consider the defect to be material to a reasonable consumer.

223. Defendant’s New Vehicle Limited Warranty requires it to “repair or replace any part that is defective in material or workmanship under normal use.” But as countless consumers have reported, Defendant has been unable to repair these defects despite being given numerous opportunities. In violation of this express warranty, and as evidenced by the many complaints and repeat infotainment system failures, Defendant merely replaces a defective part with another defective part.

224. Due to the inherent and permanent nature of the common defect in the defective Vehicles which cause them to fail, even after repeated “repairs,” Plaintiffs and the members of the Class have incurred and will continue to incur significant expenses. All defective Vehicles suffer from the same defect.

225. Additionally, because the infotainment system may fail at any time, thereby startling the driver and putting the passengers’ safety at risk, the defect makes these defective Vehicles unfit for the use for which they were intended in that they cannot be relied upon as a safe and reliable means of transport.

**D. Unfulfilled Promises Regarding Android Auto Compatibility**

226. Upon information and belief, in the months weeks leading up to the Vehicles’ launch in June 2018, Defendant distributed pre-release press kits and

1 marketing information to media outlets and Acura dealers. These materials stated that  
2 the 2019 Acura RDX would include both Apple CarPlay and Android Auto smartphone  
3 integration.<sup>8</sup> As was readily foreseeable to Defendant, the media outlets and Acura  
4 dealers, in turned, passed the information on to prospective purchasers.

5 227. Defendant’s own website similarly represented to perspective purchasers  
6 that the 2019 Acura RDX would feature Android Auto compatibility as well as Apple  
7 CarPlay.<sup>9</sup>

8 228. However, when the 2019 Acura RDX arrived in showrooms in June 2018,  
9 only Apple’s smartphone mirroring and apps suite was included on the features list. As  
10 a May 29, 2018 CNET article explained:

11 Parent company Honda offers both Android Auto and Apple CarPlay on its  
12 Android-based HondaLink display audio software. The new AcuraLink  
13 software is also Android-based, so it’s not a stretch to assume Honda and  
14 Acura’s systems share core software bones. This should have made porting  
15 features such as smartphone mirroring a snap. So why doesn’t the 2019 Acura  
16 RDX offer Android Auto?

17 It turns out that Acura’s new and novel control scheme is at the heart of the  
18 issue. Android Auto works well with traditional touchscreen setups (such as  
19 Honda’s system) or physical rotary controllers (such as Audi’s MMI system),  
20 but it doesn’t play nicely with the new True Touch controller... yet.

21 ...

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22 <sup>8</sup> For instance, the “coming soon” webpage for this Florida dealership clearly states  
23 that “[t]he new touchpad is displayed with a floating design and features audio and  
24 entertainment, including Apple CarPlay and Android Auto smartphone integration.”  
25 <https://www.acuraoforange.com/2019-acura-rdx-coming-soon-jacksonville-fl.htm>  
26 (last accessed June 20, 2019).

27 <sup>9</sup> A March 28, 2018 post on an Acura internet forum quotes Acura’s website as then  
28 stating, “Standard Apple Carplay and Android Auto integration amplify audio through  
an available 16-speaker ELS Studio® 3D system. All models come with an ultra-wide  
panoramic power-adjustable moonroof and floating center console.”  
<https://acurazine.com/forums/third-generation-rdx-2019-454/android-auto-968454/>  
(last accessed June 20, 2019).

1 Basically, Acura worked with Google to get Android Auto working with the  
2 RDX's absolute-positioned touchpad control scheme -- which is sort of like a  
3 laptop's trackpad, but also very different -- but compatibility wasn't ready in  
4 time for the June 2018 launch window. So Android Auto compatibility was  
5 delayed. When the kinks are eventually ironed out, Acura will make the  
6 feature available via software update for all 2019 or newer RDX vehicles.<sup>10</sup>

7 229. Yet Defendant made clear to both the press and to consumers that a  
8 software update was forthcoming that would incorporate Android Auto into all  
9 Vehicles. As CNET explained in the title of the article, "Yes you'll have to wait, but  
10 *the wait won't be long.*"<sup>11</sup>

11 230. Acura dealerships conveyed this same message to prospective purchasers,  
12 promising them that Android Auto would soon become available to the Vehicles by  
13 software update. And many complaints on the internet demonstrate that consumers  
14 relied on this promise in deciding to purchase or lease a Vehicle. For example:

- 15 • "Also, if you have an Android phone...beware. This car's infotainment  
16 system doesn't work with an Android. ***They told me in August it would  
17 be a few months and they expected software update to come out in  
18 November.*** The update was published in January but still didn't address  
19 the Android problem. Now they are saying April...maybe. For 5  
20 months (before the January update), I had systematic failure of the tuner  
21 to tune to a radio station when I started the car." (Complaint posted on  
22 Edmunds.com dated February 8, 2019).

23 231. On August 20, 2018, a Vehicle owner tweeted Defendant asking "when  
24 will Android Auto be released for the 2019 RDX?"<sup>12</sup> Defendant responded, "We're  
25 working w/ Google to bring Android Auto to the new RDX & will make the update  
26 avail to owners who've purchased the '19 model once it's developed & certified. We  
27

28  

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<sup>10</sup> <https://www.cnet.com/roadshow/news/2019-acura-rdx-to-eventually-get-android-auto-via-post-launch-patch/> (last accessed June 20, 2019).

<sup>11</sup> *Id.*

<sup>12</sup> <https://twitter.com/acura/status/1031742301675167745?lang=en> (last accessed June 20, 2019).

1 don't have a set release date to share rt now, but suggest signing up for future updates.”<sup>13</sup>  
2 Six weeks later, another Vehicle owner asked for an update, and Defendant responded,  
3 “Thank you for your patience - no exact date to share at this time, but we are still  
4 working with Google to bring Android Auto to the 2019 RDX as soon as possible.”<sup>14</sup> A  
5 few days later, Defendant followed up, “There are no more details to share at this time  
6 but should have updates in the coming months. We value your patience and interest.”<sup>15</sup>

7 232. The last tweet Defendant sent on the subject asked Vehicle owners for  
8 “patience” and was sent on November 29, 2018 — approximately six months after  
9 consumers began purchasing and leasing the Vehicles based in part on Defendant’s  
10 promise that Android Auto compatibility would soon be made available. Meanwhile,  
11 hundreds of angry Vehicle owners continued to respond to Defendant’s tweet, begging  
12 for information about when they were to receive the software update. Below is a  
13 sampling of those responses:

- 14 • “Any general timeframe for this? Frustrating that even voice commands  
15 don’t work consistently if an Android phone is paired with the 2019 RDX.  
It’s now mid-November.” (November 14, 2018)
- 16 • “Really. Can we get a straight answer. I love my A spec. Nav system sucks.  
17 We need Android Auto. Please share a date. It’s not rocket science if apple  
18 have done it before the launch.” (Nov. 20, 2018)
- 19 • “Almost December now, starting to get frustrated.” (Nov. 24, 2018)
- 20 • “Between these awful squealing brakes and Acura taking forever to release  
21 AA, this might be our last Acura purchase! The infotainment system in the  
RDX is just horrible. We thought we’d get used to it, but NO!” (November  
22 29, 2018)
- 23 • “Any status updates on this? Starting to feel a little deceived here.”  
24 (December 7, 2018)

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25  
26 <sup>13</sup> *Id.*

27 <sup>14</sup> *Id.*

28 <sup>15</sup> *Id.*

- 1 • “How about this Acura, Send an Iphone to every RDX owner as  
Christmas/New year present to try the Carplay ?” (December 19, 2018)
- 2 • “Any update on Android Auto for the 2019 RDX? I was lied to by the  
3 Salesman who said it would be 4-5 weeks in July, now unsafe as have to  
4 look at phone for Music as Sirius trial over.” (January 1, 2019)
- 5 • “What’s the deal? You said in 2018 half a year ago.” (January 9, 2019)
- 6 • “RDX has been out for seven months - Can’t believe Google can’t find a  
7 solution for Android Auto software they wrote for Acura. Has to be a  
8 money issue. I’m stuck with an terrible GPS. NOT HAPPY!” (Jan. 9, 2019)
- 9 • “still no android auto-----not good along with a terrible navigation system  
10 seriously blemishes this vehicle” (January 20, 2019)
- 11 • “What’s the story? I was told that my 19 RDX had Android Auto. Of course  
12 at delivery, when I asked to connect it, I was told it would come out in the  
13 next software update. 2 updates later and no Android Auto.” (January 24,  
2019)
- 14 • “January 26 and no real updates? Like many I was informed by the end of  
15 2018. Where r u in the progress?” (January 26, 2019)
- 16 • “Are you just ignoring this issue now? This is starting to amount to false  
17 advertising.” (February 6, 2019)
- 18 • “What is the update with android auto. I am so disappointed. I wish I  
19 could return my car because of this.” (February 23, 2019)
- 20 • “Your dealerships are lying to customers about this. When I test drove in  
21 early October 2018 I was told android auto would be available in 30 days.  
22 After I buy, I’m told early Jan 2019. I feel deceived and cheated, Acura.  
23 What are you doing to make things right?” (February 26, 2019)
- 24 • “Maybe it’s time for a class action suit for 2019 RDX owners that bought  
25 the car hoping for a usable GPS and ‘any day now’ Android support, which  
26 is now 7 months ago with zero concrete updates. I want my Audi Q5 back  
27 that I traded.” (March 3, 2019)
- 28 • “I understand technical challenges and trying to integrate the novel (but,  
frankly, kind of annoying touch pad -- why not use a great touch screen  
that works?) but selling the product and promising a key feature and after  
seven months having zero constructive updates since?” (March 5, 2019)
- “I actually got a call back from Acura 2 weeks ago and they said it was a  
licensing issue with Google and Acura. Must be attorneys involved I say.”  
(March 6, 2019)



- 1 • “I bought 2019 RDX. It is almost 9 months but still there is no status update  
2 on Android Auto. It is very frustrating with lack of @Acura ‘s response or  
3 almost no response since August as if they are ignoring their own loyal  
4 customers!” (March 17, 2019)
- 5 • “Have no patience any more. Can I return the RDX?” (March 20, 2019)
- 6 • “Is Acura any closer to the release date? I bought an RDX 2019 model last  
7 August. The Infotainment system went haywire yesterday and shut down.  
8 No new update available.” (March 28, 2019)
- 9 • “Please issue an update on this. Look how many people are responding to  
10 this tweet trying to get some information. The lack of response feels  
11 deliberate. I’m starting to believe we were all sold on a lie and we’re never  
12 getting Android Auto. Where is the customer service???” (March, 29, 2019)
- 13 • “It’s been almost an year! Do you still have no dates for Android Auto  
14 integration?” (April 3, 2019)
- 15 • “Looking at all complaints, we should all file a petition for this issue.  
16 Dealership lied to me as well.” (April 3, 2019)
- 17 • “I had my car since Feb of 2019 and was told AA would be out soon. Very  
18 disappointed.” (April 5, 2019)
- 19 • “I am planning to go to consumer court and file a case against Acura. They  
20 sold us a lie.” (April 18, 2019)
- 21 • “It’s been almost a YEAR since I bought this car and STILL no Android  
22 auto!!! How much longer???” (May 3, 2019)
- 23 • “Would not have bought had I known there’s still zero Android support 6  
24 plus months in.” (May 3, 2019)
- 25 • “Purchased the text with technology package in August and sales person  
26 said it would have Android Auto soon. I want what I purchased. Give us  
27 an update.” (May 8, 2019)
- 28 • “This is frustrating... you need to get your act together. I purchased with  
understanding it would be available soon.” (May 8, 2019)
- “Given that ‘20 model is hitting dealerships, the Android Auto coming  
soon statements are false advertisement. Class action lawsuits?” (May 10,  
2019)
- “Terrible customer service. I was lied to at the dealer about this.” (May  
10, 2019)

- 1 • “Any update on getting Android Auto on the 2019 RDX - as it was  
2 promised back in September.” (May 12, 2019)
- 3 • “2020 RDX is being advertised and doesn’t even offer AA. Looks like the  
4 folks (me) who bought a 2019 got duped.” (May 13, 2019)
- 5 • “I bought mine in Aug of ‘18 and was told it would be out OTA any day.  
6 WTF Acura, very shady” (May 30, 2019)
- 7 • “A year now, and this integral component is still missing with no  
8 communication from Acura.” (June 11, 2019)
- 9 • “1 year later still working on it.” (June 11, 2019)
- 10 • “@Acura - Any updates on this? @AcuraClientCare stopped responding  
11 to emails” (June 19, 2019).<sup>16</sup>

12 233. To date, Defendant still has not released a software update incorporating  
13 Android Auto into the Vehicles as Defendant promised it would long ago.

#### 14 **E. Defendant’s Warranties and Response to the Defect**

15 234. Defendant issued to all original purchasers and lessees, including Plaintiffs  
16 and the other Class members, a written manufacturer’s warranty. This New Vehicle  
17 Limited Warranty states that “Acura will repair or replace any part that is defective in  
18 material or workmanship under normal use” and that “all repairs/replacements made  
19 under this warranty are free of charge.”

20 235. However, Defendant knew, or at least should have known, of the defects at  
21 the time of sale or lease of the defective Vehicles. Plaintiffs and Class members,  
22 however, had no such knowledge. The defects were and are latent in nature because  
23 they are not obvious or ascertainable upon reasonable examination.

24 236. Despite having more than adequate opportunity to successfully remedy the  
25 defect(s) in the Vehicles, Defendant has failed to do so, and in many instances has  
26 instead merely replaced defective components with defective components.

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27 <sup>16</sup> <https://twitter.com/Acura/status/1031742301675167745> (last accessed June 20,  
28 2019).

1           237. Defendant concealed, and continues to conceal, the fact that the Vehicles  
2 contain the defective infotainment systems. Defendant also continues to conceal the  
3 fact that the replacement components it provides to purportedly repair the defect are  
4 equally defective. Despite its knowledge of this defect, Defendant continues to sell  
5 defective Vehicles that contain the defective infotainment system. Therefore, Plaintiffs  
6 did not discover and could not have discovered this defect through reasonable diligence.

7           238. Plaintiffs and the other Class members reasonably relied on Defendant’s  
8 warranties regarding the quality, durability and other material characteristics of their  
9 Vehicles, including, but not limited to, the representation that the Vehicles contained no  
10 known defects (defects known to Defendant) at the time of sale or lease.

## 11   **V. CHOICE OF LAW ALLEGATIONS**

12           239. Because this Complaint is brought in California, California’s choice of law  
13 regime governs the state law allegations in this Complaint. Under California’ choice of  
14 law rules, California law applies to the claims of all Class members, regardless of their  
15 state of residence or state of purchase.

16           63. Because Honda is headquartered—and made all decisions relevant to these  
17 claims—in California, California has a substantial connection to, and materially greater  
18 interest in, the rights, interests, and policies involved in this action than any other state.  
19 Application of California law to Honda and the claims of all Class members would not  
20 be arbitrary or unfair.

21           64. Plaintiffs plead claims on behalf of a nationwide class because the laws for  
22 each state do not vary materially for these claims. Alternatively, Plaintiffs plead state  
23 law classes claims as indicated below. This Complaint refers to the nationwide and state  
24 classes collectively as the “Class,” unless noted otherwise.

## 25   **VI. CLASS ACTION ALLEGATIONS**

26           240. Plaintiffs bring this action on behalf of themselves and all others similarly  
27 situated under Fed. R. Civ. P. 23.  
28

1           241. Subject to confirmation, clarification and/or modification based on  
2 discovery to be conducted in this action, the classes that Plaintiffs seek to represent shall  
3 be defined as follows:

4           All persons and entities nationwide that purchased or leased a model  
5 year 2019 Acura RDX or 2020 Acura RDX Vehicle (the  
6 “Nationwide Class”).

7           All persons and entities that purchased or leased a model year 2019  
8 Acura RDX or 2020 Acura RDX Vehicle in the State of California  
9 (the “California Class”).

10          All persons and entities that purchased or leased a model year 2019  
11 Acura RDX or 2020 Acura RDX Vehicle in the State of Florida (the  
12 “Florida Class”).

13          All persons and entities that purchased or leased a model year 2019  
14 Acura RDX or 2020 Acura RDX Vehicle in the State of Illinois (the  
15 “Illinois Class”).

16          All persons and entities that purchased or leased a model year 2019  
17 Acura RDX or 2020 Acura RDX Vehicle in the State of  
18 Massachusetts (the “Massachusetts Class”).

19          All persons and entities that purchased or leased a model year 2019  
20 Acura RDX or 2020 Acura RDX Vehicle in the State of Nevada (the  
21 “Nevada Class”).

22          All persons and entities nationwide that purchased or leased a model  
23 year 2019 Acura RDX or 2020 Acura RDX Vehicle in the State of  
24 New Jersey (the “New Jersey Class”).

25          All persons and entities nationwide that purchased or leased a model  
26 year 2019 Acura RDX or 2020 Acura RDX Vehicle in the State of  
27 New York (the “New York Class”).

28          All persons and entities nationwide that purchased or leased a model  
year 2019 Acura RDX or 2020 Acura RDX Vehicle in the State of  
North Carolina (the “North Carolina Class”).

1 All persons and entities nationwide that purchased or leased a model  
2 year 2019 Acura RDX or 2020 Acura RDX Vehicle in the State of  
3 Pennsylvania (the “Pennsylvania Class”).

4 All persons and entities nationwide that purchased or leased a model  
5 year 2019 Acura RDX or 2020 Acura RDX Vehicle in the State of  
6 Tennessee (the “Tennessee Class”).

7 All persons and entities nationwide that purchased or leased a model  
8 year 2019 Acura RDX or 2020 Acura RDX Vehicle in the State of  
9 Texas (the “Texas Class”).

10 All persons and entities nationwide that purchased or leased a model  
11 year 2019 Acura RDX or 2020 Acura RDX Vehicle in the State of  
12 Virginia (the “Virginia Class”).

13 242. Excluded from the Class are: (1) Defendant, any entity in which Defendant  
14 has a controlling interest, and its legal representatives, officers, directors, employees,  
15 assigns and successors; (2) the Judge to whom this case is assigned and any member of  
16 the Judge’s staff or immediate family; and (3) Class Counsel.

17 243. Plaintiffs seek only damages and injunctive relief on behalf of themselves  
18 and the Class members. Plaintiffs disclaim any intent or right to seek any recovery in  
19 this action for personal injuries, wrongful death, or emotional distress suffered by  
20 Plaintiffs and/or the Class members.

21 244. While the exact number of Class members is unknown to Plaintiffs at this  
22 time and can only be determined by appropriate discovery, membership in the Class is  
23 ascertainable based upon the records maintained by Honda and governmental officials.  
24 Upon information and belief, Honda has sold and leased over 100,000 defective  
25 Vehicles nationwide during the relevant time period, all of which have the defective  
26 infotainment systems at issue. Therefore, the Class members are so numerous that  
27 individual joinder of all Class members is impracticable under Fed. R. Civ. P. 23(a)(1).

28 245. Common questions of law and fact exist as to all Class members. These  
common legal and factual questions include:

- 1 (a) whether each defective Vehicle was sold or leased with a defective  
2 infotainment system;
- 3 (b) whether Defendant's express warranty covers the defect;
- 4 (c) whether Defendant breached express warranties made to the Class  
5 members;
- 6 (d) whether Defendant breached implied warranties made to the Class  
7 members;
- 8 (e) whether Defendant replaced defective parts with defective parts;
- 9 (f) whether Defendant knew about the defect and, if so, how long Defendant  
10 has known about the defect;
- 11 (g) whether Defendant concealed the defect;
- 12 (h) whether Defendant's conduct violates consumer protection statutes,  
13 warranty laws, and other laws asserted herein;
- 14 (i) whether the Class members have suffered damages as a result of the  
15 conduct alleged herein, and if so, the measure of such damages, including  
16 diminution of value and deprivation of the benefit of the bargain; and
- 17 (j) whether the Class members are entitled to injunctive relief.

18 246. Plaintiffs' claims are typical of the claims of the Class members whom they  
19 seek to represent under Fed. R. Civ. P. 23(a)(3) because Plaintiffs and each Class  
20 member have a defective Vehicle with the same defective infotainment system.

21 247. Plaintiffs will fairly and adequately represent and protect the interests of  
22 the Class members as required by Fed. R. Civ. P. 23(a)(4). Plaintiffs are adequate  
23 representatives because their interests do not conflict with the interests of the Class  
24 members. Further, Plaintiffs have retained counsel competent and experienced in  
25 complex class action litigation, including automotive defect class action litigation, and  
26 Plaintiffs intend to prosecute this action vigorously. Therefore, the interests of the Class  
27 members will be fairly and adequately protected.

1           248. A class action is appropriate under Fed. R. Civ. P. 23(b)(3) because  
2 questions of law or fact common to Class members predominate over any questions  
3 affecting only individual members, and a class action is superior to any other available  
4 means for fairly and efficiently adjudicating the controversy. In this regard, the Class  
5 members' interests in individually controlling the prosecution of separate actions is low  
6 given the magnitude, burden, and expense of individual prosecutions against large  
7 corporations such as Defendant. Further, neither Plaintiffs nor their counsel are aware  
8 of any on-going litigation concerning this controversy already begun by any of the Class  
9 members. It is desirable to concentrate this litigation in this forum to avoid burdening  
10 the courts with individual lawsuits. Individualized litigation presents a potential for  
11 inconsistent or contradictory results and also increases the delay and expense to all  
12 parties and the court system presented by the legal and factual issues of this case. By  
13 contrast, the class action procedure here will have no management difficulties.  
14 Defendant's records and the records available publicly will easily identify the Class  
15 members. This defect is common to all defective Vehicles; therefore, the same common  
16 documents and testimony will be used to prove Plaintiffs' claims as well as the claims  
17 of the Class members. Finally, proceeding as a class action provides the benefits of  
18 single adjudication, economies of scale, and comprehensive supervision by a single  
19 court

20           249. A class action is appropriate under Fed. R. Civ. P. 23(b)(2) because, as  
21 stated above, Honda has acted or refused to act on grounds that apply generally to the  
22 Class members, so that final injunctive relief or corresponding declaratory relief is  
23 appropriate as to all Class members.

## 24                                 **VII. CLAIMS**

### 25           **A. Claims Brought on Behalf of the Nationwide Class**

#### 26                                 **COUNT I** 27                                 **BREACH OF EXPRESS WARRANTY—** 28                                 **MAGNUSON-MOSS WARRANTY ACT**                                       **(15 U.S.C. §§ 2301, ET SEQ.)**

1           250. Plaintiffs repeat and incorporate the allegations set forth above as if fully  
2 alleged herein.

3           251. The defective Vehicles are consumer products as defined in 15 U.S.C.  
4 § 2301(1)

5           252. Plaintiffs and Class members are consumers as defined in 15 U.S.C.  
6 § 2301(3).

7           253. Honda is a supplier and warrantor as defined in 15 U.S.C. §§ 2301(4) and  
8 (5).

9           254. Honda provided Plaintiffs and Class members “written warranties” within  
10 the meaning of 15 U.S.C. § 2301(6).

11           255. 15 U.S.C. § 2310(d)(1)(A) and/or § 2310(d)(3)(C) is satisfied because  
12 Plaintiffs properly invoke jurisdiction under the Class Action Fairness Act (“CAFA”).

13           256. In the course of selling the defective Vehicles, Defendant expressly  
14 warranted in its New Vehicle Limited Warranty that it “will repair or replace any part  
15 that is defective in material or workmanship under normal use” and that “all  
16 repairs/replacements made under this warranty are free of charge.”

17           257. Upon information and belief, Defendant’s standard warranty language is  
18 identical for all defective Vehicles sold nationwide.

19           258. Defendant did not provide at the time of sale, and has not provided since  
20 then, Vehicles conforming to its express warranties.

21           259. Defendant breached and continues to breach express warranties because  
22 the defective infotainment systems were present in the defective Vehicles at the time of  
23 sale.

24           260. Defendant breached and continues to breach express warranties because  
25 Defendant did not (and does not) cover the full expenses associated with repairing  
26 and/or replacing the defective infotainment systems in Plaintiffs’ and the Class  
27 members’ defective Vehicles.



1           261. Plaintiffs have attempted to have their Vehicles repaired under the  
2 warranty. Defendant breached and continues to breach express warranties because it  
3 merely replaces the defective components with additional defective components and is  
4 unable to successfully repair the defects in Plaintiffs' and the Class members' defective  
5 Vehicles, despite having had reasonable opportunities to do so. As such, the express  
6 warranties fail their essential purpose.

7           262. Defendant's refusal to provide an adequate repair or replacement violates  
8 15 U.S.C. § 2304.

9           263. Despite the fact that the Vehicles' infotainment systems continue to fail  
10 despite being "repaired," Defendant continues to replace the defective parts with  
11 identical or substantially similar defective parts. Thus, the defect is inherent and  
12 permanent in nature.

13           264. Defendant fraudulently concealed material information from Plaintiffs and  
14 the Class regarding the existence and extent of the defects. Defendant also fraudulently  
15 concealed the material fact that the replacement components were defective. Therefore,  
16 any limitations imposed by Defendant as to the scope of its obligations under the express  
17 warranties to repair and replace defective parts and/or any disclaimers in the written  
18 warranties prepared by Defendant that purport to preclude recovery by Plaintiffs or the  
19 Class members are unconscionable, both substantively and procedurally, and are  
20 unenforceable as a matter of law.

21           265. Any such limitations or exclusions have been imposed unilaterally by  
22 Defendant via adhesive, "take it or leave it" contracts with no ability by Plaintiffs or the  
23 Class members to negotiate the substance or coverage of the warranties, and Plaintiffs  
24 and the Class members did not have any meaningful choices of reasonably available  
25 alternative sources of supply of suitable Vehicles free of the above unconscionable  
26 conditions.

1           266. Furthermore, Defendant's express warranty fails in its essential purpose  
2 because the contractual remedy is insufficient to make Plaintiffs and the Class members  
3 whole and because Defendant has failed and/or refused to adequately provide the  
4 promised remedies within a reasonable time.

5           267. Also, as alleged herein, at the time that Defendant warranted and sold the  
6 Vehicles, it knew that the Vehicles were inherently defective, and Defendant wrongfully  
7 and fraudulently misrepresented and/or concealed material facts regarding the Vehicles.  
8 Plaintiffs and the Class members were therefore induced to purchase the Vehicles under  
9 false and/or fraudulent pretenses.

10           268. Further, the enforcement under these circumstances of any limitations  
11 whatsoever on the recovery of incidental and/or consequential damages is barred  
12 because any such limitations work to reallocate the risks between the parties in an  
13 unconscionable and objectively unreasonable manner, and result in overly harsh or one-  
14 sided results that shock the conscience, especially in light of the fact that Defendant  
15 simply placed defective components in the Vehicles when those Vehicles are brought  
16 in for repairs.

17           269. Moreover, many of the damages flowing from the Vehicles cannot be  
18 resolved by the limited remedies contained in the express warranty as those incidental  
19 and consequential damages have already been suffered due to Defendant's fraudulent  
20 conduct as alleged herein and due to their failure to provide such limited remedy within  
21 a reasonable time. Therefore, any limitation on Plaintiffs' and the Class members'  
22 remedies would cause the available remedy to be insufficient to make them whole.

23           270. Defendant was previously provided notice of the defects in the Vehicles by  
24 numerous customer complaints, letters, emails, and other communications from Class  
25 members, dealers, and other repair facilities.

26           271. Plaintiffs and the Class members have suffered damages directly and  
27 proximately caused by Defendant's breach of the express warranty and are entitled to  
28

1 recover damages including, but not limited to, out of pocket expenses and diminution  
2 of value.

3 **COUNT II**  
4 **BREACH OF IMPLIED WARRANTY—**  
5 **MAGNUSON-MOSS WARRANTY ACT**  
6 **(15 U.S.C. §§ 2301, *ET SEQ.*)**

7 272. Plaintiffs re-allege and incorporate each and every allegation set forth  
8 above as if fully written herein

9 273. Plaintiffs bring this claim on behalf of the Nationwide Class.

10 274. The Vehicles are “consumer products” within the meaning of 15 U.S.C.  
11 § 2301.

12 275. Plaintiffs and members of the Class are “consumers” within the meaning  
13 of 15 U.S.C. § 2301 because they are persons entitled under applicable state law to  
14 enforce against the warrantor the obligations of its express and implied warranties.

15 276. Defendant is a “supplier” of consumer products to consumers and a  
16 “warrantor” within the meaning of 15 U.S.C. § 2301.

17 277. 15 U.S.C. § 2310(d)(1)(A) and/or § 2310(d)(3)(C) is satisfied because  
18 Plaintiffs properly invoke jurisdiction under the Class Action Fairness Act (“CAFA”).

19 278. Section 2310(d)(1) of Chapter 15 of the United States Code provides a  
20 cause of action for any consumer who is damaged by the failure of a warrantor to comply  
21 with a written or implied warranty.

22 279. Defendant made written and implied warranties regarding the Vehicles to  
23 Plaintiffs and Class members within the meaning of 15 U.S.C. § 2301. Defendant  
24 provided Plaintiffs and other Class members an implied warranty of merchantability  
25 within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(7).

26 280. Defendant breached the implied warranty of merchantability because the  
27 Vehicles were not fit for the ordinary purpose for which such goods are used. As  
28 described throughout the Complaint, the Vehicles contain defects which render them

1 unsafe, inconvenient, and imperfect such that Plaintiffs and Class members would not  
2 have purchased the Vehicles had they known of the defects.

3 281. Pursuant to 15 U.S.C. § 2310(e), Plaintiffs are entitled to bring this class  
4 action and are not required to give Defendant notice and an opportunity to cure until  
5 such time as the Court determines the representative capacity of Plaintiffs pursuant to  
6 Rule 23 of the Federal Rules of Civil Procedure.

7 282. Plaintiffs, individually and on behalf of the other Class members, seek all  
8 damages permitted by law, including diminution in value of their Vehicles, in an amount  
9 to be proven at trial.

10 283. In addition, pursuant to 15 U.S.C. § 2310(d)(2), Plaintiffs and the other  
11 Class members are entitled to recover a sum equal to the aggregate amount of costs and  
12 expenses (including attorneys' fees based on actual time expended) determined by the  
13 Court to have reasonably been incurred by Plaintiffs and the other Class members in  
14 connection with the commencement and prosecution of this action.

15 284. Further, Plaintiffs and the Class are also entitled to equitable relief under  
16 15 U.S.C. § 2310(d)(1) and damages as a result of Defendant's violation of its written  
17 and/or implied warranties.

18 **COUNT III**  
19 **VIOLATIONS OF THE CALIFORNIA CONSUMER**  
20 **LEGAL REMEDIES ACT**  
21 **(CAL. CIV. CODE § 1750, *ET SEQ.*)**

22 285. Plaintiffs incorporate by reference all preceding allegations as though fully  
23 set forth herein.

24 286. Plaintiffs bring this claim as part of the Nationwide Class.

25 287. California's Consumers Legal Remedies Act ("CLRA"), Cal. Civ. Code  
26 § 1750, *et seq.*, proscribes "unfair methods of competition and unfair or deceptive acts  
27 or practices undertaken by any person in a transaction intended to result or which results  
28 in the sale or lease of goods or services to any consumer."

28 288. The Vehicles are "goods" as defined in Cal. Civ. Code § 1761(a).

1           289. Plaintiffs and the other Class members are “consumers” as defined in Cal.  
2 Civ. Code § 1761(d), and Plaintiffs, the other Class members, and Honda are “persons”  
3 as defined in Cal. Civ. Code § 1761(c).

4           290. As alleged herein, Honda made misleading representations and omissions  
5 concerning the benefits, performance, and safety of the Vehicles, including the  
6 infotainment system.

7           291. In purchasing or leasing the Vehicles, Plaintiffs and other Class members  
8 were deceived by Honda’s failure to disclose its knowledge of the defect in its  
9 infotainment system.

10          292. Honda’s conduct as described herein was and is in violation of the CLRA.  
11 Honda’s conduct violates at least the following enumerated CLRA provisions:

- 12           i. Cal. Civ. Code § 1770(a)(5): Representing that goods have  
13 sponsorship, approval, characteristics, uses, benefits, or quantities  
14 that they do not have.
- 15           ii. Cal Civ. Code § 1770(a)(7): Representing that goods are of a  
16 particular standard, quality, or grade if they are of another.
- 17           iii. Cal. Civ. Code § 1770(a)(9): Advertising goods with intent not to  
18 sell them as advertised.
- 19           iv. Cal Civ. Code § 1770(a)(16): Representing that goods have been  
20 supplied in accordance with a previous representation when they  
21 have not.

22          293. Honda intentionally and knowingly misrepresented and omitted material  
23 facts regarding the Vehicles, specifically regarding the infotainment system, with an  
24 intent to mislead Plaintiffs and Class members.

25          294. In purchasing or leasing the Vehicles, Plaintiffs and other Class members  
26 were deceived by Honda’s failure to disclose its knowledge of the defect in its  
27 infotainment system.

1           295. Plaintiffs and other Class members had no way of knowing Honda's  
2 representations were false, misleading, and incomplete or knowing the true nature of the  
3 infotainment system.

4           296. As alleged herein, Honda engaged in a pattern of deception and public  
5 silence in the face of a known defect with its infotainment system. Plaintiffs and other  
6 Class members did not, and could not, unravel Honda's deception on their own.

7           297. Honda knew or should have known its conduct violated the CLRA.

8           298. Honda owed Plaintiffs and the Class members a duty to disclose the truth  
9 about its faulty infotainment system because the defect created a safety hazard and  
10 Honda:

- 11           i. Possessed exclusive knowledge of the defect in the infotainment  
12 system,
- 13           ii. Intentionally concealed the foregoing from Plaintiffs and Class  
14 members; and/or
- 15           iii. Made incomplete representations in advertisements and on its  
16 website, failing to warn the public or to publicly admit that the  
17 infotainment system was defective.

18           299. Honda had a duty to disclose that the infotainment system in the Vehicles  
19 was fundamentally flawed as described herein, because the defect created a safety  
20 hazard, and Plaintiffs and the other Class members relied on Honda's material  
21 misrepresentations and omissions regarding the features of the Vehicles and  
22 infotainment system.

23           300. Honda's conduct proximately caused injuries to Plaintiffs and the other  
24 Class members that purchased the Vehicles and suffered harm as alleged herein.

25           301. Plaintiffs and the other Class members were injured and suffered  
26 ascertainable loss, injury-in-fact, and/or actual damage as a proximate result of Honda's  
27  
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1 conduct in that Plaintiffs and the other Class members incurred costs, including  
2 overpaying for their Vehicles that have suffered a diminution in value.

3 302. Honda's violations cause continuing injuries to Plaintiffs and other Class  
4 members.

5 303. Honda's unlawful acts and practices complained of herein affect the public  
6 interest.

7 304. Honda knew of the defective design and/or manufacture of the  
8 infotainment system, and that the Vehicles were materially compromised by such  
9 defects.

10 305. The facts concealed and omitted by Honda from Plaintiffs and other Class  
11 members are material in that a reasonable consumer would have considered them to be  
12 important in deciding whether to purchase an Acura vehicle or pay a lower price. Had  
13 Plaintiffs and the other Class members known about the defective nature of the Vehicles,  
14 they would not have purchased the Vehicles or would not have paid the prices they paid.

15 306. Plaintiffs' and the other Class members' injuries were proximately caused  
16 by Honda's unlawful and deceptive business practices.

17 307. Pursuant to Cal. Civ. Code § 1780(a), Plaintiffs seek an order enjoining  
18 Honda from engaging in the methods, acts, or practices alleged herein, including further  
19 concealment of the defect in the infotainment system.

20 308. Plaintiffs sent out a notice letter on July 10, 2019.

21 309. Pursuant to Cal. Civ. Code § 1782, if Defendant does not rectify its conduct  
22 within 30 days, Plaintiffs intend to amend this Complaint to add claims under the Cal.  
23 Civ. Code for:

- 24 i. Actual damages;
- 25 ii. Restitution of money to Plaintiffs and Class members, and the  
26 general public;
- 27 iii. Punitive damages;

- iv. An additional award of up to \$5,000 to each Plaintiffs and any Class member who is a “senior citizen”;
- v. Attorneys’ fees and costs; and
- vi. Other relief that this Court deems proper.

**COUNT IV**  
**VIOLATIONS OF CALIFORNIA’S UNFAIR COMPETITION LAW**  
**(CAL. BUS. & PROF. CODE § 17200, *ET SEQ.*)**

310. Plaintiffs incorporate by reference all preceding allegations as though fully set forth herein.

311. Plaintiffs bring this claim on behalf of the Nationwide Class.

312. California’s Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code § 17200, *et seq.*, proscribes acts of unfair competition, including “any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue, or misleading advertising.”

313. Honda’s conduct, as described herein, was and is in violation of the UCL. Honda’s conduct violates the UCL in at least the following ways:

- i. By failing to disclose that the infotainment system in the Vehicles was defective;
- ii. By selling and leasing Vehicles that suffer from such defects;
- iii. By knowingly and intentionally concealing from Plaintiffs and the other Class members that the infotainment system was defective;
- iv. By marketing Vehicles as safe, convenient, and defect free, with cutting edge technology, all while knowing of the defect related to the infotainment system; and
- v. By violating other California laws, including California consumer protection laws.



1           314. Honda intentionally and knowingly misrepresented and omitted material  
2 facts regarding the Vehicles with intent to mislead Plaintiffs and the other Class  
3 members.

4           315. In purchasing or leasing the Vehicles, Plaintiffs and the other Class  
5 members were deceived by Honda's failure to disclose the defect related to the  
6 infotainment system.

7           316. Plaintiffs and the other Class members reasonably relied upon Honda's  
8 false misrepresentations and omissions. They had no way of knowing that Honda's  
9 representations were false, misleading, and incomplete. As alleged herein, Honda  
10 engaged in a pattern of deception and public silence in the face of a known defect with  
11 its infotainment system. Plaintiffs and the other Class members did not, and could not,  
12 unravel Honda's deception on their own.

13           317. Honda knew or should have known that its conduct violated the UCL.

14           318. Honda owed Plaintiffs and the other Class members a duty to disclose the  
15 truth about its infotainment system because the defect created a safety hazard and  
16 Honda:

- 17                   i. Possessed exclusive knowledge of the defect in the  
18                   infotainment system;
- 19                   ii. Intentionally concealed the foregoing from Plaintiffs and the  
20                   other Class members; and/or
- 21                   iii. Made incomplete representations by failing to warn the public  
22                   or to publicly admit that the infotainment system was  
23                   defective.

24           319. Honda had a duty to disclose that the infotainment system in the Vehicles  
25 was fundamentally flawed as described herein, because Plaintiffs and the other Class  
26 members relied on Honda's material misrepresentations and omissions.

1            320. Honda’s conduct proximately caused injuries to Plaintiffs and the other  
2 Class members that purchased the Vehicles and suffered harm as alleged herein.

3            321. Plaintiffs and the other Class members were injured and suffered  
4 ascertainable loss, injury-in-fact, and/or actual damage as a proximate result of Honda’s  
5 conduct in that Plaintiffs and the other Class members incurred costs, including  
6 overpaying for their Vehicles that have suffered a diminution in value.

7            322. Honda’s violations cause continuing injuries to Plaintiffs and Class  
8 members.

9            323. Honda’s unlawful acts and practices complained of herein affect the public  
10 interest.

11            324. Honda’s misrepresentations and omissions alleged herein caused Plaintiffs  
12 and the other Class members to make their purchases of their Vehicles. Absent those  
13 misrepresentations and omissions, Plaintiffs and the other Class members would not  
14 have purchased these Vehicles, would not have purchased these Vehicles at the prices  
15 they paid, and/or would have purchased less expensive alternative vehicles that did not  
16 contain defective infotainment systems that failed to live up to industry standards.

17            325. Accordingly, Plaintiffs and the other Class members have suffered injury-  
18 in-fact, including lost money or property, as a result of Honda’s misrepresentations and  
19 omissions.

20            326. Plaintiffs request that this Court enter such orders or judgments as may be  
21 necessary to restore to Plaintiffs and Class members any money it acquired by unfair  
22 competition, including restitution and/or restitutionary disgorgement, as provided in  
23 Cal. Bus. & Prof. Code § 17203 and Cal. Civ. Code § 3345; and for such other relief as  
24 may be appropriate.

25                                 **COUNT V**  
26                                 **FRAUD BY CONCEALMENT**  
27                                 **(BASED ON CALIFORNIA LAW)**

1           327. Plaintiffs incorporate by reference all preceding allegations as though fully  
2 set forth herein.

3           328. Plaintiffs bring this claim on behalf of the Nationwide Class.

4           329. Honda intentionally concealed that the infotainment system is defective.

5           330. Honda further affirmatively misrepresented to Plaintiffs in advertising and  
6 other forms of communication, including standard and uniform material provided with  
7 each car and on its website, that the Vehicles it was selling had no significant defects,  
8 that the infotainment system was a safety feature, reliable, and would perform and  
9 operate properly.

10          331. Honda knew about the defect in the infotainment system when these  
11 representations were made.

12          332. The Vehicles purchased by Plaintiffs and the other Class members  
13 contained defective infotainment system.

14          333. Honda had a duty to disclose that the infotainment system contained a  
15 fundamental defect as alleged herein, because the defect created a safety hazard and  
16 Plaintiffs and the other Class members relied on Honda's material representations.

17          334. As alleged herein, at all relevant times, Honda has held out the Vehicles to  
18 be free from defects such as the defect related to the infotainment system. Honda touted  
19 and continues to tout the many benefits and advantages of the infotainment system, but  
20 nonetheless failed to disclose important facts related to the defect. This made Honda's  
21 other disclosures about the infotainment system deceptive.

22          335. The truth about the defective infotainment system was known only to  
23 Honda; Plaintiffs and the other Class members did not know of these facts and Honda  
24 actively concealed these facts from Plaintiffs and Class members.

25          336. Plaintiffs and the other Class members reasonably relied upon Honda's  
26 deception. They had no way of knowing that Honda's representations were false,  
27 misleading, or incomplete. As consumers, Plaintiffs and Class members did not, and  
28

1 could not, unravel Honda's deception on their own. Rather, Honda intended to deceive  
2 Plaintiffs and Class members by concealing the true facts about the Vehicles'  
3 infotainment systems.

4 337. Honda's false representations and omissions were material to consumers  
5 because they concerned qualities of the Vehicles that played a significant role in the  
6 value of the Vehicles.

7 338. Honda had a duty to disclose the infotainment system defect and violations  
8 with respect to the Vehicles because details of the true facts were known and/or  
9 accessible only to Honda, because Honda had exclusive knowledge as to such facts, and  
10 because Honda knew these facts were not known to or reasonably discoverable by  
11 Plaintiffs or Class members.

12 339. Honda also had a duty to disclose because it made general affirmative  
13 representations about the technological and safety innovations included with its  
14 Vehicles, without telling consumers that one of the features had a fundamental defect  
15 that would affect the safety, quality, and performance of the Vehicle.

16 340. Honda's disclosures were misleading, deceptive, and incomplete because  
17 they failed to inform consumers of the additional facts regarding the defect in the  
18 infotainment system as set forth herein. These omitted and concealed facts were material  
19 because they directly impact the value of the Vehicles purchased by Plaintiffs and Class  
20 members.

21 341. Honda has still not made full and adequate disclosures, and continues to  
22 defraud Plaintiffs and Class members by concealing material information regarding the  
23 defect in the infotainment system.

24 342. Plaintiffs and Class members were unaware of the omitted material facts  
25 referenced herein, and they would not have acted as they did if they had known of the  
26 concealed and/or suppressed facts, in that they would not have purchased or paid as  
27 much for cars with faulty technology, and/or would have taken other affirmative steps  
28

1 in light of the information concealed from them. Plaintiffs' and Class members' actions  
2 were justified. Honda was in exclusive control of the material facts, and such facts were  
3 not generally known to the public, Plaintiffs, or Class members.

4 343. Because of the concealment and/or suppression of facts, Plaintiffs and  
5 Class members sustained damage because they own or lease Vehicles that are  
6 diminished in value as a result of Honda's concealment of the true quality of those  
7 Vehicles' infotainment systems. Had Plaintiffs and Class members been aware of the  
8 defect in the infotainment systems installed in the Vehicles, and the Company's  
9 disregard for the truth, Plaintiffs and Class members would have paid less for their  
10 Vehicles or would not have purchased or leased them at all.

11 344. The value of Plaintiffs' and Class members' Vehicles has diminished as a  
12 result of Honda's fraudulent concealment of the defective infotainment system of the  
13 Vehicles, which has made any reasonable consumer reluctant to purchase any of the  
14 Vehicles, let alone pay what otherwise would have been fair market value for the  
15 Vehicles.

16 345. Accordingly, Honda is liable to Plaintiffs and Class members for damages  
17 in an amount to be proven at trial.

18 346. Honda's acts were done wantonly, maliciously, oppressively, deliberately,  
19 with intent to defraud, and in reckless disregard of Plaintiffs' and Class members' rights  
20 and the representations that Honda made to them, in order to enrich Honda. Honda's  
21 conduct warrants an assessment of punitive damages in an amount sufficient to deter  
22 such conduct in the future, which amount is to be determined according to proof.

23 **COUNT VI**  
24 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**  
25 **(CAL. COM. CODE § 2314)**

26 347. Plaintiffs incorporate by reference all preceding allegations as though fully  
27 set forth herein.

28 348. Plaintiffs bring this claim on behalf of the Nationwide Class.

1           349. Defendant is and was at all relevant times a merchant with respect to motor  
2 vehicles under Cal. Com. Code § 2104.

3           350. A warranty that the Vehicles were in merchantable condition was implied  
4 by law in the instant transaction, pursuant to Cal. Com. Code § 2314.

5           351. Honda marketed the Vehicles as safe and reliable luxury vehicles. Such  
6 representations formed the basis of the bargain in Plaintiffs' and Class members'  
7 decisions to purchase or lease the Vehicles.

8           352. Plaintiffs and other Class members purchased or leased the Vehicles from  
9 Honda, through Honda's authorized agents for retail sales, through private sellers, or  
10 were otherwise expected to be the eventual purchasers of the Vehicles when bought  
11 from a third party. At all relevant times, Honda was the manufacturer, distributor,  
12 warrantor, and/or seller of the Vehicles.

13           353. Honda knew or had reason to know of the specific use for which the  
14 Vehicles were purchased or leased.

15           354. Because of the defect in the infotainment system, the Vehicles were not in  
16 merchantable condition when sold and are not fit for the ordinary purpose of providing  
17 safe and reliable transportation.

18           355. Honda knew about the defect in the infotainment system, allowing Honda  
19 to cure their breach of its warranty if it chose.

20           356. Honda's attempt to disclaim or limit the implied warranty of  
21 merchantability vis-à-vis consumers is unconscionable and unenforceable here.  
22 Specifically, Honda's warranty limitation is unenforceable because they knowingly sold  
23 or leased a defective product without informing consumers about the defect. The time  
24 limits contained in Honda's warranty periods were also unconscionable and inadequate  
25 to protect Plaintiffs and other Class members. Among other things, Plaintiffs and other  
26 Class members had no meaningful choice in determining these time limitations, the  
27 terms of which unreasonably favored Honda. A gross disparity in bargaining power  
28

1 existed between Honda and other Class members, and Honda knew of the defect at the  
2 time of sale.

3 357. Plaintiffs and Class members have complied with all obligations under the  
4 warranty, or otherwise have been excused from performance of said obligations as a  
5 result of Honda's conduct described herein. Affording Honda a reasonable opportunity  
6 to cure the breach of written warranties therefore would be unnecessary and futile.

7 358. Accordingly, Honda is liable to Plaintiffs and Class members for damages  
8 in an amount to be proven at trial.

9 **B. Claims Brought on Behalf of the California Class**

10 **COUNT VII**  
11 **VIOLATIONS OF THE CALIFORNIA CONSUMER**  
12 **LEGAL REMEDIES ACT**  
13 **(CAL. CIV. CODE § 1750, ET SEQ.)**

14 359. Plaintiff Jimmy Banh ("Plaintiff" for purposes of all California Class  
15 counts) incorporates by reference all paragraphs as though fully set forth herein.

16 360. Plaintiff brings this claim on behalf of the California Class, if California's  
17 law does not apply nationwide.

18 361. California's Consumers Legal Remedies Act ("CLRA"), Cal. Civ. Code  
19 § 1750, *et seq.*, proscribes "unfair methods of competition and unfair or deceptive acts  
20 or practices undertaken by any person in a transaction intended to result or which results  
21 in the sale or lease of goods or services to any consumer."

22 362. The Vehicles are "goods" as defined in Cal. Civ. Code § 1761(a).

23 363. Plaintiff and the other California Class members are "consumers" as  
24 defined in Cal. Civ. Code § 1761(d), and Plaintiff, the other California Class members,  
25 and Honda are "persons" as defined in Cal. Civ. Code § 1761(c).

26 364. As alleged herein, Honda made misleading representations and omissions  
27 concerning the benefits, performance, and safety of the class Vehicles, including the  
28 infotainment system.

1           365. In purchasing or leasing the class Vehicles, plaintiff and the other  
2 California Class members were deceived by Honda's failure to disclose its knowledge  
3 of the defect in its infotainment system.

4           366. Honda's conduct as described herein was and is in violation of the CLRA.  
5 Honda's conduct violates at least the following enumerated CLRA provisions:

- 6           a. Cal. Civ. Code § 1770(a)(5): Representing that goods have  
7 sponsorship, approval, characteristics, uses, benefits, or quantities  
8 that they do not have.
- 9           ii. Cal Civ. Code § 1770(a)(7): Representing that goods are of a  
10 particular standard, quality, or grade if they are of another.
- 11           iii. Cal. Civ. Code § 1770(a)(9): Advertising goods with intent not to  
12 sell them as advertised.
- 13           iv. Cal Civ. Code § 1770(a)(16): Representing that goods have been  
14 supplied in accordance with a previous representation when they  
15 have not.

16           367. Honda intentionally and knowingly misrepresented and omitted material  
17 facts regarding the Vehicles, specifically regarding the infotainment system, with an  
18 intent to mislead Plaintiff and the other California Class members.

19           368. In purchasing or leasing the Vehicles, Plaintiff and the other California  
20 Class members were deceived by Honda's failure to disclose its knowledge of the defect  
21 in its infotainment system.

22           369. Plaintiff and the other California Class members had no way of knowing  
23 Honda's representations were false, misleading, and incomplete or knowing the true  
24 nature of the infotainment system. As alleged herein, Honda engaged in a pattern of  
25 deception and public silence in the face of a known defect with its infotainment system.  
26 Plaintiff and the other California Class members did not, and could not, unravel Honda's  
27 deception on their own.

28           370. Honda knew or should have known its conduct violated the CLRA.



1           371. Honda owed Plaintiff and the other California Class members a duty to  
2 disclose the truth about its faulty infotainment system because the defect created a safety  
3 hazard and Honda:

- 4           i.     Possessed exclusive knowledge of the defect in the infotainment  
5                system;
- 6           ii.    Intentionally concealed the foregoing from Plaintiff and the other  
7                California Class members; and/or
- 8           iii.   Made incomplete representations in advertisements and on its  
9                website, failing to warn the public or to publicly admit that the  
10              infotainment system was defective.

11           372. Honda had a duty to disclose that the infotainment system in the Vehicles  
12 was fundamentally flawed as described herein, because the defect created a safety  
13 hazard, and Plaintiff and the other California Class members relied on Honda's material  
14 misrepresentations and omissions regarding the features of the Vehicles and  
15 infotainment system.

16           373. Honda's conduct proximately caused injuries to Plaintiff and the other  
17 California Class members who purchased or leased the Vehicles and suffered harm as  
18 alleged herein.

19           374. Plaintiff and the other California Class members were injured and suffered  
20 ascertainable loss, injury-in-fact, and/or actual damage as a proximate result of Honda's  
21 conduct in that Plaintiff and the other California Class members incurred costs,  
22 including overpaying for their Vehicles that have suffered a diminution in value.

23           375. Honda's violations cause continuing injuries to Plaintiff and the other  
24 California Class members. Honda's unlawful acts and practices complained of herein  
25 affect the public interest.

1           376. Honda knew of the defective design and/or manufacture of the  
2 infotainment system, and that the Vehicles were materially compromised by such  
3 defects.

4           377. The facts concealed and omitted by Honda from Plaintiff and the other  
5 California Class members are material in that a reasonable consumer would have  
6 considered them to be important in deciding whether to purchase an Acura vehicle or  
7 pay a lower price. Had Plaintiff and the other California Class members known about  
8 the defective nature of the Vehicles, they would not have purchased or leased the  
9 Vehicles or would not have paid the prices they paid.

10           378. Plaintiff's and the other California Class members' injuries were  
11 proximately caused by Honda's unlawful and deceptive business practices.

12           379. Pursuant to Cal. Civ. Code § 1780(a), Plaintiff seeks an order enjoining  
13 Honda from engaging in the methods, acts, or practices alleged herein, including further  
14 concealment of the defect in the infotainment system.

15           380. Plaintiff sent out a notice letter on July 10, 2019.

16           381. Pursuant to Cal. Civ. Code § 1782, if Defendant does not rectify its conduct  
17 within 30 days, Plaintiff intends to amend this Complaint to add claims under the CLRA  
18 for:

- 19           i. Actual damages;
  - 20           ii. Restitution of money to Plaintiff and the California Class members,  
21           and the general public;
  - 22           iii. Punitive damages;
  - 23           iv. An additional award of up to \$5,000 to any Class member who is a  
24           “senior citizen”;
  - 25           v. Attorneys' fees and costs; and
  - 26           vi. Other relief that this Court deems proper.
- 27  
28

1 **COUNT VIII**  
2 **VIOLATIONS OF CALIFORNIA'S UNFAIR COMPETITION LAW**  
3 **(CAL. BUS. & PROF. CODE § 17200, ET SEQ.)**

4 382. Plaintiff incorporates by reference all preceding allegations as though fully  
5 set forth herein.

6 383. Plaintiff brings this claim on behalf of the California Class.

7 384. California's Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code  
8 § 17200, *et seq.*, proscribes acts of unfair competition, including "any unlawful, unfair  
9 or fraudulent business act or practice and unfair, deceptive, untrue, or misleading  
10 advertising."

11 385. Honda's conduct, as described herein, was and is in violation of the UCL.  
12 Honda's conduct violates the UCL in at least the following ways:

- 13 i. By failing to disclose that the infotainment system in the Vehicles  
14 was defective;
- 15 ii. By selling and leasing Vehicles that suffer from such defects without  
16 fixing the defect pursuant to the warranty;
- 17 iii. By knowingly and intentionally concealing from Plaintiff and the  
18 other California Class members that the infotainment system was  
19 defective;
- 20 iv. By marketing Vehicles as safe, convenient, and defect free, with  
21 cutting edge technology, all while knowing of the defect related to  
22 the infotainment system; and
- 23 v. By violating other California laws, including California consumer  
24 protection laws.

25 386. Honda intentionally and knowingly misrepresented and omitted material  
26 facts regarding the Vehicles with intent to mislead Plaintiff and the other California  
27 Class members.  
28

1           387. In purchasing or leasing the Vehicles, Plaintiff and the other California  
2 Class members were deceived by Honda's failure to disclose the defect related to the  
3 infotainment system.

4           388. Plaintiff and the other California Class members reasonably relied upon  
5 Honda's false misrepresentations and omissions. They had no way of knowing that  
6 Honda's representations were false, misleading, and incomplete. As alleged herein,  
7 Honda engaged in a pattern of deception and public silence in the face of a known defect  
8 with its infotainment system. Plaintiff and the other California Class members did not,  
9 and could not, unravel Honda's deception on their own.

10           389. Honda knew or should have known that its conduct violated the UCL.

11           390. Honda owed Plaintiff and the other California Class members a duty to  
12 disclose the truth about its infotainment system because the defect created a safety  
13 hazard and Honda:

- 14           i. Possessed exclusive knowledge of the defect in the infotainment  
15 system;
- 16           ii. Intentionally concealed the foregoing from Plaintiff and the other  
17 California Class members; and/or
- 18           iii. Made incomplete representations by failing to warn the public or to  
19 publicly admit that the infotainment system was defective.

20           391. Honda had a duty to disclose that the infotainment system in the Vehicles  
21 was fundamentally flawed as described herein, because Plaintiff and the other California  
22 Class members relied on Honda's material misrepresentations and omissions.

23           392. Honda's conduct proximately caused injuries to Plaintiff and the other  
24 California Class members that purchased or leased the Vehicles and suffered harm as  
25 alleged herein.

26           393. Plaintiff and the other California Class members were injured and suffered  
27 ascertainable loss, injury-in-fact, and/or actual damage as a proximate result of Honda's  
28

1 conduct in that Plaintiff and the other California Class members incurred costs,  
2 including overpaying for their Vehicles that have suffered a diminution in value.

3 394. Honda's violations cause continuing injuries to Plaintiff and the other  
4 California Class members. Honda's unlawful acts and practices complained of herein  
5 affect the public interest.

6 395. Honda's misrepresentations and omissions alleged herein caused Plaintiff  
7 and the other California Class members to make their purchases of their Vehicles.  
8 Absent those misrepresentations and omissions, Plaintiff and the other California Class  
9 members would not have purchased or leased the Vehicles, would not have purchased  
10 or leased the Vehicles at the prices they paid, and/or would have purchased less  
11 expensive alternative vehicles that did not contain defective infotainment systems that  
12 failed to live up to industry standards.

13 396. Accordingly, Plaintiff and the other California Class members have  
14 suffered injury-in-fact, including lost money or property, as a result of Honda's  
15 misrepresentations and omissions.

16 397. Plaintiff requests that this Court enter such orders or judgments as may be  
17 necessary to restore to Plaintiff and California Class members any money it acquired by  
18 unfair competition, including restitution and/or restitutionary disgorgement, as provided  
19 in Cal. Bus. & Prof. Code § 17203 and Cal. Civ. Code § 3345; and for such other relief  
20 as may be appropriate.

21 **COUNT IX**  
22 **FRAUD BY CONCEALMENT**  
23 **(BASED ON CALIFORNIA LAW)**

24 398. Plaintiff incorporates by reference all preceding allegations as though fully  
25 set forth herein.

26 399. Plaintiff brings this claim on behalf of the California Class.

27 400. Honda intentionally concealed that the infotainment system is defective.  
28

1           401. Honda further affirmatively misrepresented to Plaintiff in advertising and  
2 other forms of communication, including standard and uniform material provided with  
3 each car and on its website, that the Vehicles it was selling had no significant defects,  
4 that the infotainment system was a safety feature, reliable, and would perform and  
5 operate properly.

6           402. Honda knew about the defect in the infotainment system when these  
7 representations were made.

8           403. The Vehicles purchased by Plaintiff and the other California Class  
9 members contained a defective infotainment system.

10          404. Honda had a duty to disclose that the infotainment system contained a  
11 fundamental defect as alleged herein, because the defect created a safety hazard and  
12 Plaintiff and the other California Class members relied on Honda's material  
13 representations.

14          405. As alleged herein, at all relevant times, Honda has held out the Vehicles to  
15 be free from defects such as the defect related to the infotainment system. Honda touted  
16 and continues to tout the many benefits and advantages of the infotainment system, but  
17 nonetheless failed to disclose important facts related to the defect. This made Honda's  
18 other disclosures about the infotainment system deceptive.

19          406. The truth about the defective infotainment system was known only to  
20 Honda; Plaintiff and the other California Class members did not know of these facts and  
21 Honda actively concealed these facts from Plaintiff and Class members.

22          407. Plaintiffs and the other California Class members reasonably relied upon  
23 Honda's deception. They had no way of knowing that Honda's representations were  
24 false, misleading, or incomplete. As consumers, Plaintiff and Class members did not,  
25 and could not, unravel Honda's deception on their own. Rather, Honda intended to  
26 deceive Plaintiff and Class members by concealing the true facts about the Vehicles'  
27 infotainment systems.

1           408. Honda’s false representations and omissions were material to consumers  
2 because they concerned qualities of the Vehicles that played a significant role in the  
3 value of the Vehicles.

4           409. Honda had a duty to disclose the infotainment system defect and violations  
5 with respect to the Vehicles because details of the true facts were known and/or  
6 accessible only to Honda, because Honda had exclusive knowledge as to such facts, and  
7 because Honda knew these facts were not known to or reasonably discoverable by  
8 Plaintiff or Class members.

9           410. Honda also had a duty to disclose because it made general affirmative  
10 representations about the technological and safety innovations included with its  
11 Vehicles, without telling consumers that one of the features had a fundamental defect  
12 that would affect the safety, quality, and performance of the Vehicles.

13           411. Honda’s disclosures were misleading, deceptive, and incomplete because  
14 they failed to inform consumers of the additional facts regarding the defect in the  
15 infotainment system as set forth herein. These omitted and concealed facts were material  
16 because they directly impact the value of the Vehicles purchased by Plaintiff and Class  
17 members.

18           412. Honda has still not made full and adequate disclosures, and continues to  
19 defraud Plaintiff and Class members by concealing material information regarding the  
20 defect in the infotainment system.

21           413. Plaintiff and Class members were unaware of the omitted material facts  
22 referenced herein, and they would not have acted as they did if they had known of the  
23 concealed and/or suppressed facts, in that they would not have purchased or paid as  
24 much for cars with faulty technology, and/or would have taken other affirmative steps  
25 in light of the information concealed from them. Plaintiff’s and Class members’ actions  
26 were justified. Honda was in exclusive control of the material facts, and such facts were  
27 not generally known to the public, Plaintiff, or Class members.

1           414. Because of the concealment and/or suppression of facts, Plaintiff and Class  
2 members sustained damage because they own(ed) vehicles that are diminished in value  
3 as a result of Honda’s concealment of the true quality of those Vehicles’ infotainment  
4 systems. Had Plaintiff and Class members been aware of the defect in the infotainment  
5 systems installed in the Vehicles, and the Company’s disregard for the truth, Plaintiff  
6 and Class members who purchased or leased a Vehicle would have paid less for it or  
7 would not have purchased it at all.

8           415. The value of Plaintiff’s and Class members’ Vehicles has diminished as a  
9 result of Honda’s fraudulent concealment of the defective infotainment system of the  
10 Vehicles, which has made any reasonable consumer reluctant to purchase any of the  
11 Vehicles, let alone pay what otherwise would have been fair market value for the  
12 Vehicles.

13           416. Accordingly, Honda is liable to Plaintiff and Class members for damages  
14 in an amount to be proven at trial.

15           417. Honda’s acts were done wantonly, maliciously, oppressively, deliberately,  
16 with intent to defraud, and in reckless disregard of Plaintiff’s and Class members’ rights  
17 and the representations that Honda made to them, in order to enrich Honda. Honda’s  
18 conduct warrants an assessment of punitive damages in an amount sufficient to deter  
19 such conduct in the future, which amount is to be determined according to proof.

20   **COUNT X**  
21   **BREACH OF EXPRESS WARRANTY**  
   **(BASED ON CALIFORNIA LAW)**

22           418. Plaintiff incorporates by reference all preceding allegations as though fully  
23 set forth herein.

24           419. Plaintiff brings this claim on behalf of the California Class.

25           420. Honda is and was at all relevant times a merchant with respect to motor  
26 vehicles.



1           421. In its Limited Warranty, Defendant expressly warranted that “Acura will  
2 repair or replace any part that is defective in material or workmanship under normal  
3 use” and that “all repairs/replacements made under this warranty are free of charge.”

4           422. Honda’s Limited Warranty formed the basis of the bargain that was  
5 reached when Plaintiff and the other California Class members purchased or leased their  
6 Vehicles equipped with an infotainment system from Honda.

7           423. Honda breached the express warranty to repair and adjust to correct defects  
8 in materials and workmanship of any part supplied by Honda. Honda has not repaired  
9 or replaced, and has been unable to repair or replace, the Vehicles’ materials and  
10 workmanship defects.

11           424. Furthermore, the limited warranty of repair and/or replacement to defective  
12 parts fails in its essential purpose because the contractual remedy is insufficient to make  
13 Plaintiff and the other California Class members whole and because Honda has failed  
14 and/or has refused to adequately provide the promised remedies within a reasonable  
15 time.

16           425. Accordingly, recovery by Plaintiff and the other California Class members  
17 is not limited to the limited warranty of repair or adjustments to parts defective in  
18 materials or workmanship, and Plaintiff, individually and on behalf of the other  
19 California Class members, seek all remedies as allowed by law.

20           426. Also, as alleged in more detail herein, at the time that Honda warranted and  
21 sold the Vehicles it knew that the Vehicles did not conform to Honda’s Limited  
22 Warranty and were inherently defective, and Honda wrongfully and fraudulently  
23 concealed material facts regarding its Vehicles. Plaintiffs and the other California Class  
24 members were therefore induced to purchase or lease the Vehicles under false and/or  
25 fraudulent pretenses.

26           427. Moreover, many of the injuries flowing from the Vehicles cannot be  
27 resolved through the limited remedy of replacement or repair, as many incidental and  
28

1 consequential damages have already been suffered due to Honda's fraudulent conduct  
2 as alleged herein, and due to its failure and/or continued failure to provide such limited  
3 remedy within a reasonable time, and any limitation on Plaintiff's and the other  
4 California Class members' remedies would be insufficient to make Plaintiff and the  
5 other California Class members whole.

6 428. Due to Honda's breach of warranties as set forth herein, Plaintiffs and the  
7 other California Class members assert as an additional and/or alternative remedy for a  
8 revocation of acceptance of the goods, and for a return to Plaintiff and to the other  
9 California Class members of the purchase price of all Vehicles currently owned for such  
10 other incidental and consequential damages.

11 429. Honda was also provided notice of these issues by numerous complaints  
12 against it, including the instant Complaint, and by customer complaints, letters, emails  
13 and other communications from Class members and from dealers and other repair  
14 facilities.

15 430. As a direct and proximate result of Honda's breach of express warranties,  
16 Plaintiff and the other California Class members have been damaged in an amount to be  
17 determined at trial.

18 **COUNT XI**  
19 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**  
20 **(CAL. COM. CODE § 2314)**

21 431. Plaintiff incorporates by reference all preceding allegations as though fully  
22 set forth herein.

23 432. Plaintiff brings this claim on behalf of the California Class.

24 433. Defendant is and was at all relevant times a merchant with respect to motor  
25 vehicles under Cal. Com. Code § 2104.

26 434. A warranty that the Vehicles were in merchantable condition was implied  
27 by law in the instant transaction, pursuant to Cal. Com. Code § 2314.

1           435. Honda marketed the Vehicles as safe and reliable luxury vehicles. Such  
2 representations formed the basis of the bargain in Plaintiff’s and Class members’  
3 decisions to purchase the Vehicles.

4           436. Plaintiff and the other California Class members purchased or leased the  
5 Vehicles from Honda, through Honda’s authorized agents for retail sales, through  
6 private sellers, or were otherwise expected to be the eventual purchasers of the Vehicles  
7 when bought from a third party. At all relevant times, Honda was the manufacturer,  
8 distributor, warrantor, and/or seller of the Vehicles.

9           437. Honda knew or had reason to know of the specific use for which the  
10 Vehicles were purchased or leased.

11           438. Because of the defect in the infotainment system, the Vehicles were not in  
12 merchantable condition when sold and are not fit for the ordinary purpose of providing  
13 safe and reliable transportation.

14           439. Honda knew about the defect in the infotainment system, allowing Honda  
15 to cure their breach of its warranty if it chose.

16           440. Honda’s attempt to disclaim or limit the implied warranty of  
17 merchantability vis-à-vis consumers is unconscionable and unenforceable here.  
18 Specifically, Honda’s warranty limitation is unenforceable because they knowingly sold  
19 or leased a defective product without informing consumers about the defect. The time  
20 limits contained in Honda’s warranty periods were also unconscionable and inadequate  
21 to protect Plaintiff and the other California Class members. Among other things,  
22 Plaintiff and the other California Class members had no meaningful choice in  
23 determining these time limitations, the terms of which unreasonably favored Honda. A  
24 gross disparity in bargaining power existed between Honda and other California Class  
25 members, and Honda knew of the defect at the time of sale.

26           441. Plaintiff and the other California Class members have complied with all  
27 obligations under the warranty, or otherwise have been excused from performance of  
28

1 said obligations as a result of Honda’s conduct described herein. Affording Honda a  
2 reasonable opportunity to cure the breach of written warranties therefore would be  
3 unnecessary and futile.

4 442. Accordingly, Honda is liable to Plaintiff and the other California Class  
5 members for damages in an amount to be proven at trial.

6 **C. Claims Brought on Behalf of the Florida Class**

7 **COUNT XII**  
8 **VIOLATIONS OF FLORIDA DECEPTIVE AND UNFAIR TRADE**  
9 **PRACTICES ACT**  
10 **(FLA. STAT. § 501.201, ET SEQ.)**

11 443. Plaintiff Lawrence Goldman (“Plaintiff” for purposes of all Florida Class  
12 Counts) incorporates by reference all paragraphs as though fully set forth herein.

13 444. Plaintiff brings this claim on behalf of the Florida Class.

14 445. Plaintiff and the other Florida Class members are ‘consumers’, as defined  
15 by § 501.203(7) of the Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”).

16 446. Honda engaged in “trade or commerce”, as defined by § 501.203(8) of the  
17 FDUTPA.

18 447. The sale of the Vehicles to Plaintiff and other Florida Class members was  
19 a “consumer transaction”, as defined by § 1345.01 of the FDUTPA.

20 448. Section 501.204(1) of the Florida Deceptive and Unfair Trade Practices  
21 Act prohibits “[u]nfair methods of competition, unconscionable acts or practices, and  
22 unfair or deceptive acts or practices in the conduct of any trade or commerce...” Fla.  
23 Stat. § 501.204(1). Honda participated in unfair and deceptive trade practices that  
24 violated the FDUTPA as described herein.

25 449. By not disclosing the defective nature of the infotainment system Honda  
26 has willfully and knowingly engaged in unfair and deceptive acts in the conduct of trade  
27 and commerce within the State of Florida.  
28

1           450. In purchasing or leasing the Vehicles, Plaintiff and the other Florida Class  
2 members were deceived by Honda's failure to disclose that the infotainment system in  
3 the Vehicles was defective.

4           451. Plaintiff and the other Florida Class members reasonably relied upon  
5 Honda's false misrepresentations and omissions. They had no way of knowing that  
6 Honda's representations were false, misleading, and incomplete. As alleged herein,  
7 Honda willfully and knowingly engaged in a pattern of deception and public silence in  
8 the face of a known defect with its infotainment system. Plaintiff and the other Florida  
9 Class members did not, and could not, unravel Honda's deception on their own.

10          452. Honda's actions as set forth above occurred in the conduct of trade or  
11 commerce.

12          453. Honda's unfair or deceptive acts or practices were likely to and did in fact  
13 deceive reasonable consumers.

14          454. Honda willfully and knowingly misrepresented material facts regarding the  
15 Vehicles with intent to mislead Plaintiff and the other Florida Class members.

16          455. Honda knew or should have known that its conduct violated the FDUTPA.

17          456. Honda owed Plaintiff and the other Florida Class members a duty to  
18 disclose the truth about its faulty infotainment system because the defect created a safety  
19 hazard and Honda:

- 20           i. Possessed exclusive knowledge of the defect in the infotainment  
21 system;
- 22           ii. Intentionally concealed the foregoing from Plaintiff and the other  
23 Florida Class members; and/or
- 24           iii. Made incomplete representations in advertisements and on its  
25 website, failing to warn the public or to publicly admit that the  
26 infotainment system was defective.
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1           457. Honda had a duty to disclose that the infotainment system in the Vehicles  
2 was fundamentally flawed as described herein, because the defect created a safety  
3 hazard and Plaintiff and the other Florida Class members relied on Honda's material  
4 misrepresentations and omissions regarding the technology, benefits, efficiency,  
5 convenience, performance, and safety features of the infotainment system.

6           458. Honda's conduct proximately caused injuries to Plaintiff and the other  
7 Florida Class members who purchased or leased the Vehicles and suffered harm as  
8 alleged herein.

9           459. Plaintiff and the other Florida Class members were injured and suffered  
10 ascertainable loss, injury-in-fact, and/or actual damage as a proximate result of Honda's  
11 conduct in that Plaintiff and the other Florida Class members incurred costs, including  
12 overpaying for their Vehicles that have suffered a diminution in value.

13           460. Honda's violations cause continuing injuries to Plaintiff and the other  
14 Florida Class members. Honda's unlawful acts and practices complained of herein affect  
15 the public interest.

16           461. Plaintiff and the other Florida Class members seek damages and treble  
17 damages for Honda's knowing violations.

18           462. Plaintiff and the other Florida Class members also seek court costs and  
19 attorneys' fees.

20                                   **COUNT XIII**  
21                                   **FRAUDULENT CONCEALMENT**  
22                                   **(BASED ON FLORIDA LAW)**

23           463. Plaintiff incorporates by reference all preceding allegations as though fully  
24 set forth herein.

25           464. Plaintiff brings this claim on behalf of the Florida Class.

26           465. Honda intentionally concealed that the infotainment system is defective.

27           466. Honda further affirmatively misrepresented to Plaintiff in advertising and  
28 other forms of communication, including standard and uniform material provided with

1 each car and on its website, that the Vehicles it was selling had no significant defects,  
2 that the infotainment system was a safety feature, reliable, and would perform and  
3 operate properly.

4 467. Honda knew about the defect in the infotainment system when these  
5 representations were made.

6 468. The Vehicles purchased by Plaintiff and the other Florida Class members  
7 contained a defective infotainment system.

8 469. Honda had a duty to disclose that the infotainment system contained a  
9 fundamental defect as alleged herein, because the defect created a safety hazard and  
10 Plaintiff and the other Florida Class members relied on Honda's material  
11 representations.

12 470. As alleged herein, at all relevant times, Honda has held out the Vehicles to  
13 be free from defects such as the defect related to the infotainment system. Honda touted  
14 and continues to tout the many benefits and advantages of the infotainment system, but  
15 nonetheless failed to disclose important facts related to the defect. This made Honda's  
16 other disclosures about the infotainment system deceptive.

17 471. The truth about the defective infotainment system was known only to  
18 Honda; Plaintiff and the other Florida Class members did not know of these facts and  
19 Honda actively concealed these facts from Plaintiff and the other Florida Class  
20 members.

21 472. Plaintiff and the other Florida Class members reasonably relied upon  
22 Honda's deception. They had no way of knowing that Honda's representations were  
23 false, misleading, or incomplete. As consumers, Plaintiff and the other Florida Class  
24 members did not, and could not, unravel Honda's deception on their own. Rather, Honda  
25 intended to deceive Plaintiff and the other Florida Class members by concealing the true  
26 facts about the Vehicles' infotainment systems.

1           473. Honda's false representations and omissions were material to consumers  
2 because they concerned qualities of the Vehicles that played a significant role in the  
3 value of the Vehicles.

4           474. Honda had a duty to disclose the infotainment system defect and violations  
5 with respect to the Vehicles because details of the true facts were known and/or  
6 accessible only to Honda, because Honda had exclusive knowledge as to such facts, and  
7 because Honda knew these facts were not known to or reasonably discoverable by  
8 Plaintiff or Class members.

9           475. Honda also had a duty to disclose because it made general affirmative  
10 representations about the technological and safety innovations included with its  
11 Vehicles, without telling consumers that one of the features had a fundamental defect  
12 that would affect the safety, quality and performance of the Vehicles.

13           476. Honda's disclosures were misleading, deceptive, and incomplete because  
14 they failed to inform consumers of the additional facts regarding the defect in the  
15 infotainment system as set forth herein. These omitted and concealed facts were material  
16 because they directly impact the value of the Vehicles purchased by Plaintiff and the  
17 other Florida Class members.

18           477. Honda has still not made full and adequate disclosures, and continues to  
19 defraud Plaintiff and the other Florida Class members by concealing material  
20 information regarding the defect in the infotainment system.

21           478. Plaintiff and the other Florida Class members were unaware of the omitted  
22 material facts referenced herein, and they would not have acted as they did if they had  
23 known of the concealed and/or suppressed facts, in that they would not have purchased  
24 or paid as much for cars with faulty technology, and/or would have taken other  
25 affirmative steps in light of the information concealed from them. Plaintiff's and the  
26 other Florida Class members' actions were justified. Honda was in exclusive control of  
27  
28



1 the material facts, and such facts were not generally known to the public, Plaintiff, or  
2 Class members.

3 479. Because of the concealment and/or suppression of facts, Plaintiff and the  
4 other Florida Class members sustained damage because they own(ed) Vehicles that are  
5 diminished in value as a result of Honda's concealment of the true quality of those  
6 Vehicles' infotainment systems. Had Plaintiff and the other Florida Class members been  
7 aware of the defect in the infotainment systems installed in the Vehicles, and the  
8 Company's disregard for the truth, Plaintiff and the other Florida Class members who  
9 purchased or leased a Vehicle would have paid less for it or would not have purchased  
10 or leased it at all.

11 480. The value of Plaintiff's and the other Florida Class members' Vehicles has  
12 diminished as a result of Honda's fraudulent concealment of the defective infotainment  
13 system of the Vehicles, which has made any reasonable consumer reluctant to purchase  
14 any of the Vehicles, let alone pay what otherwise would have been fair market value for  
15 the Vehicles.

16 481. Accordingly, Honda is liable to Plaintiff and the other Florida Class  
17 members for damages in an amount to be proven at trial.

18 482. Honda's acts were done wantonly, maliciously, oppressively, deliberately,  
19 with intent to defraud, and in reckless disregard of Plaintiff's and the other Florida Class  
20 members' rights and the representations that Honda made to them, in order to enrich  
21 Honda. Honda's conduct warrants an assessment of punitive damages in an amount  
22 sufficient to deter such conduct in the future, which amount is to be determined  
23 according to proof.

24 **COUNT XIV**  
25 **BREACH OF EXPRESS WARRANTY**  
26 **(FLA. STAT. § 672.313)**

27 483. Plaintiff incorporates by reference all preceding allegations as though fully  
28 set forth herein.

1           484. Plaintiff brings this claim on behalf of the Florida Class.

2           485. Plaintiff was at all relevant times a “buyer”, as defined by § 672.103 of the  
3 Florida Uniform Commercial Code.

4           486. Honda was at all relevant times a “merchant”, as defined by § 672.104 of  
5 the Florida Uniform Commercial Code.

6           487. The Vehicles are and were at all relevant times “goods,” as defined by  
7 § 672.105 of the Florida Uniform Commercial Code.

8           488. Honda marketed the Vehicles as safe and reliable luxury vehicles. Such  
9 representations formed the basis of the bargain in Plaintiff’s and the other Florida Class  
10 members’ decisions to purchase the Vehicles.

11           489. In connection with the purchase or lease of each of the Vehicles, Honda  
12 provided warranty coverage for the Vehicles for four years or 50,000 miles, which  
13 obliges Honda to repair or replace any part that is defective under normal use.

14           490. Honda’s warranty formed a basis of the bargain that was reached when  
15 Plaintiff and other Florida Class members purchased their Vehicles.

16           491. Plaintiff and the other Florida Class members owned Vehicles with  
17 defective infotainment systems within the warranty period but had no knowledge of the  
18 existence of the defect, which was known and concealed by Honda.

19           492. Despite the existence of the warranty, Honda failed to inform Plaintiff and  
20 the other Florida Class members that the Vehicles contained the defective infotainment  
21 systems during the warranty periods.

22           493. Honda breached the express warranty promising to repair and correct a  
23 manufacturing defect or defect in materials or workmanship of any parts they supplied.

24           494. Honda knew about the defect in the infotainment systems, allowing Honda  
25 to cure their breach of its warranty if it chose.



1           501. Plaintiff was at all relevant times a “buyer”, as defined by § 672.103 of the  
2 Florida Uniform Commercial Code.

3           502. Honda was at all relevant times a “merchant”, as defined by § 672.104 of  
4 the Florida Uniform Commercial Code.

5           503. The Vehicles are and were at all relevant times “goods” , as defined by  
6 § 672.105 of the Florida Uniform Commercial Code.

7           504. Honda marketed the Vehicles as safe and reliable luxury vehicles. Such  
8 representations formed the basis of the bargain in Plaintiff’s and the other Florida Class  
9 members’ decisions to purchase the Vehicles.

10          505. Plaintiff and the other Florida Class members purchased or leased the  
11 Vehicles from Honda, through Honda’s authorized agents for retail sales, through  
12 private sellers, or were otherwise expected to be the eventual purchasers of the Vehicles  
13 when bought from a third party. At all relevant times, Honda was the manufacturer,  
14 distributor, warrantor, and/or seller of the Vehicles.

15          506. Honda knew or had reason to know of the specific use for which the  
16 Vehicles were purchased or leased.

17          507. Honda impliedly warranted that the Vehicles were in merchantable  
18 condition and fit for the ordinary purpose for which vehicles are used.

19          508. Because of the defect in the infotainment system, the Vehicles were not in  
20 merchantable condition when sold and are not fit for the ordinary purpose of providing  
21 safe and reliable transportation.

22          509. Honda knew about the defect in the infotainment systems, allowing Honda  
23 to cure their breach of its warranty if it chose.

24          510. Honda’s attempt to disclaim or limit the implied warranty of  
25 merchantability vis-à-vis consumers is unconscionable and unenforceable here.  
26 Specifically, Honda’s warranty limitation is unenforceable because they knowingly sold  
27 or leased a defective product without informing consumers about the defect. The time  
28

1 limits contained in Honda's warranty periods were also unconscionable and inadequate  
2 to protect Plaintiff and the other Florida Class members. Among other things, Plaintiff  
3 and the other Florida Class members had no meaningful choice in determining these  
4 time limitations, the terms of which unreasonably favored Honda. A gross disparity in  
5 bargaining power existed between Honda and other Florida Class members, and Honda  
6 knew of the defect at the time of sale.

7 511. Plaintiff and the other Florida Class members have complied with all  
8 obligations under the warranty, or otherwise have been excused from performance of  
9 said obligations as a result of Honda's conduct described herein. Affording Honda a  
10 reasonable opportunity to cure the breach of written warranties therefore would be  
11 unnecessary and futile.

12 512. Accordingly, Honda is liable to Plaintiff and the other Florida Class  
13 members for damages in an amount to be proven at trial.

14 **COUNT XVI**  
15 **UNJUST ENRICHMENT**  
16 **(BASED ON FLORIDA LAW)**

17 513. Plaintiff incorporates by reference all preceding allegations as though fully  
18 set forth herein.

19 514. Plaintiff brings this claim on behalf of the Florida Class.

20 515. Honda has benefitted and been enriched by the conduct alleged herein.  
21 Honda has generated substantial revenue from the unlawful conduct described herein.  
22 Honda has knowledge and appreciation of this benefit, which was conferred upon it by  
23 and at the expense of Plaintiff and the other Florida Class members.

24 516. Honda has voluntarily accepted and retained this benefit.

25 517. The circumstances, as described herein, are such that it would be  
26 inequitable for Honda to retain the ill-gotten benefit without paying the value thereof to  
27 Plaintiff and the other Florida Class members.  
28

1           518. Plaintiff and the other Florida Class members are entitled to the amount of  
2 Honda’s ill-gotten gains, including interest, resulting from their unlawful, unjust, unfair,  
3 and inequitable conduct as alleged herein.

4 **D.    Claims Brought on Behalf of the Illinois Class**

5                                       **COUNT XVII**  
6                                       **VIOLATION OF THE ILLINOIS CONSUMER FRAUD**  
7                                       **AND DECEPTIVE BUSINESS PRACTICES ACT**  
8                                       **(815 ILCS 505/1, *ET SEQ.* AND 720 ILCS 295/1A)**

9           519. Plaintiff George Quinlan and Jamal Samaha (“Plaintiffs” for purposes of  
10 all Illinois Class Counts) incorporates by reference the allegations contained in the  
11 preceding paragraphs of this complaint.

12           520. Plaintiffs bring this claim on behalf of the Illinois Class.

13           521. The Illinois Consumer Fraud and Deceptive Business Practices Act  
14 (“Illinois CFA”) prohibits “unfair or deceptive acts or practices, including, but not  
15 limited to, the use of employment of any deception, fraud, false pretense, tales promise,  
16 misrepresentation or the concealment, suppression or omission of any material fact, with  
17 intent that others rely upon the concealment, suppression or omission of such material  
18 fact . . . in the conduct of trade or commerce . . . whether any person has in fact been  
19 misled, deceived, or damaged thereby.” 815 ILCS 505/2.

20           522. Defendant is a “person” as that term is defined in 815 ILCS 505/1(c).

21           523. Plaintiffs and Class members are “consumers” as that term is defined in  
22 815 ILCS 505/1(e).

23           524. Honda violated the Illinois CFA by concealing and failing to disclose the  
24 infotainment system defects. Honda had an ongoing duty to Plaintiffs and the Illinois  
25 Class to refrain from unfair and deceptive practices under the Illinois CFA in the course  
26 of its business.

27           525. Plaintiffs and the Illinois Class suffered ascertainable loss and actual  
28 damages as a direct and proximate result of Honda’s concealments, misrepresentations,  
and/or failure to disclose material information.

1 526. Pursuant to 815 ILCS 505/10a(a), Plaintiffs seek monetary relief against  
2 Defendant in the amount of actual damages as well as punitive damages because  
3 Defendant acted with fraud and/or malice and/or was grossly negligent.

4 527. Plaintiffs also seek an order enjoining Defendant’s unfair and/or deceptive  
5 acts or practices, attorneys’ fees, and any other just and proper relief available under  
6 815 ILCS 505/1, *et seq.*

7 **COUNT XVIII**  
8 **BREACH OF EXPRESS WARRANTY**  
9 **(BASED ON ILLINOIS LAW)**

10 528. Plaintiffs incorporate by reference all preceding allegations as though fully  
11 set forth herein.

12 529. Plaintiffs brings this claim on behalf of the Illinois Class.

13 530. Honda is and was at all relevant times a merchant with respect to motor  
14 vehicles.

15 531. In its New Vehicle Limited Warranty, Honda expressly warranted that it  
16 “will repair or replace any part that is defective in material or workmanship under  
17 normal use” and that “all repairs/replacements made under this warranty are free of  
18 charge.”

19 532. Honda’s warranty formed the basis of the bargain that was reached when  
20 Plaintiffs and other Illinois Class members purchased or leased their Vehicles equipped  
21 with the defective infotainment system from Honda.

22 533. Plaintiffs and the other Illinois Class members experienced defects within  
23 the warranty period. Despite the existence of its warranty, Honda failed to inform  
24 Plaintiffs and the other Illinois Class members that the Vehicles were defectively  
25 designed and failed to fix the defective infotainment system.

26 534. Affording Honda a reasonable opportunity to cure its breach of written  
27 warranty would be unnecessary and futile here.





1 infotainment systems render them unsafe, inconvenient, and imperfect such that  
2 Plaintiffs and the other Illinois Class members would not have purchased the Vehicles  
3 had they known of the defects.

4 544. Honda knew about the infotainment system defects at the time of purchase,  
5 allowing it to cure their breach of warranty if it chose.

6 545. Honda was provided notice of these issues by numerous complaints against  
7 it, including the instant Complaint, and by customer complaints, letters, emails and other  
8 communications from Class members and from dealers and other repair facilities.

9 546. As a direct and proximate result of Honda's breach of the implied warranty  
10 of merchantability, Plaintiffs and the other Illinois Class members have been damaged  
11 in an amount to be proven at trial, including, but not limited to, benefit-of-the-bargain  
12 damages, restitution and/or diminution of value.

13 **E. Claims Brought on Behalf of the Massachusetts Class**

14 **COUNT XX**  
15 **VIOLATIONS OF THE MASSACHUSETTS**  
16 **CONSUMER PROTECTION ACT**  
17 **(MASS. GEN. LAWS CH. 93A)**

18 547. Plaintiff Gary Hanna ("Plaintiff" for purposes of all Massachusetts Class  
19 Counts) incorporates by reference all preceding allegations as though fully set forth  
20 herein.

21 548. Plaintiff brings this claim on behalf of the Massachusetts Class.

22 549. The conduct of Honda as set forth herein constitutes unfair and deceptive  
23 acts or practices in violation of the Massachusetts Consumer Protection Act, Mass. Gen.  
24 Laws Ch. 93A, including, but not limited to, Honda's manufacture, and sale of Vehicles  
25 with the defective infotainment system, which Honda failed to adequately investigate,  
26 disclose, and remedy, and its misrepresentations and omissions regarding the safety,  
27 reliability, and functionality of its Vehicles, which misrepresentations and omissions  
28 possessed the tendency to deceive.

1 550. Honda engages in the conduct of trade or commerce and the misconduct  
2 alleged herein occurred in trade or commerce.

3 551. Therefore, Plaintiff seeks monetary and equitable relief under the  
4 Massachusetts Consumer Protection Act as a result of Honda's unfair and deceptive acts  
5 and practices. On June 10, 2019, and pursuant to Mass. Gen. Laws Ch. 93A, § 9(3),  
6 Plaintiff sent notice and demand to Honda of its violations of the Massachusetts  
7 Consumer Protection Act.

8 **COUNT XXI**  
9 **BREACH OF EXPRESS WARRANTY**  
10 **(MASS. GEN. LAWS CH. 106, § 2-313)**

11 552. Plaintiff incorporates by reference all preceding allegations as though fully  
12 set forth herein.

13 553. Plaintiff brings this claim on behalf of the Massachusetts Class.

14 554. Honda is and was at all relevant times a "merchant" with respect to motor  
15 vehicles.

16 555. In its Limited Warranty, Honda expressly warranted that it "will repair or  
17 replace any part that is defective in material or workmanship under normal use" and that  
18 "all repairs/replacements made under this warranty are free of charge."

19 556. Honda's Limited Warranty formed the basis of the bargain that was  
20 reached when Plaintiff and the other Massachusetts Class members purchased or leased  
21 their Vehicles equipped with an infotainment system from Honda.

22 557. Honda breached the express warranty to repair and/or replace to correct  
23 defects in materials and workmanship of any part supplied by Honda. Honda has not  
24 repaired or replaced, and has been unable to repair or replace, the Vehicles' materials  
25 and workmanship defects.

26 558. Furthermore, the limited warranty of repair and/or replacement to defective  
27 parts fails in its essential purpose because the contractual remedy is insufficient to make  
28 Plaintiff and the other Massachusetts Class members whole and because Honda has

1 failed and/or has refused to adequately provide the promised remedies within a  
2 reasonable time.

3 559. Accordingly, recovery by Plaintiff and the other Massachusetts Class  
4 members is not limited to the limited warranty of repair or replacement of parts defective  
5 in materials or workmanship, and Plaintiff, individually and on behalf of the other  
6 Massachusetts Class members, seeks all remedies as allowed by law.

7 560. Also, as alleged in more detail herein, at the time that Honda warranted and  
8 sold the Vehicles it knew that the Vehicles did not conform to Honda's Limited  
9 Warranty and were inherently defective, and Honda wrongfully and fraudulently  
10 concealed material facts regarding its Vehicles. Plaintiff and the other Massachusetts  
11 Class members were therefore induced to purchase or lease the Vehicles under false  
12 and/or fraudulent pretenses.

13 561. Moreover, many of the injuries flowing from the Vehicles cannot be  
14 resolved through the limited remedy of replacement or repair, as many incidental and  
15 consequential damages have already been suffered due to Honda's fraudulent conduct  
16 as alleged herein, and due to its failure and/or continued failure to provide such limited  
17 remedy within a reasonable time, and any limitation on Plaintiff's and the other  
18 Massachusetts Class members' remedies would be insufficient to make Plaintiff and the  
19 other Massachusetts Class members whole.

20 562. Due to Honda's breach of warranty as set forth herein, Plaintiff and the  
21 other Massachusetts Class members assert as an additional and/or alternative remedy,  
22 as set forth in Mass. Gen. Laws Ch. 106, § 2-608, for a revocation of acceptance of the  
23 goods, and for a return to Plaintiff and to the other Massachusetts Class members of the  
24 purchase price of all Vehicles currently owned for such other incidental and  
25 consequential damages as allowed under Mass. Gen. Laws Ch. 106, §§ 2-711 and 2-  
26 608.

1           563. Honda was provided notice of these issues by numerous complaints against  
2 it, including the instant Complaint, and by customer complaints, letters, emails and other  
3 communications from Class members and from dealers and other repair facilities.

4           564. As a direct and proximate result of Honda’s breach of express warranty,  
5 Plaintiff and the other Massachusetts Class members have been damaged in an amount  
6 to be determined at trial.

7  
8   **COUNT XXII**  
9   **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**  
10    **(MASS. GEN. LAWS CH. 106, § 2-314)**

11           565. Plaintiff incorporates by reference all preceding allegations as though fully  
12 set forth herein.

13           566. Plaintiff brings this claim on behalf of the Massachusetts Class.

14           567. Honda is and was at all relevant times a merchant with respect to motor  
15 vehicles.

16           568. A warranty that the Vehicles were in merchantable condition is implied by  
17 law in the instant transactions.

18           569. These Vehicles, when sold and at all times thereafter, were not in  
19 merchantable condition and are not fit for the ordinary purpose for which cars are used.  
20 Specifically, the Vehicles are inherently defective in that there are defects in the  
21 Vehicles’ infotainment systems rendering certain crucial safety, communication,  
22 navigational, and entertainment functions inoperative.

23           570. Honda was provided notice of these issues by numerous complaints against  
24 it, including the instant Complaint, and by customer complaints, letters, emails and other  
25 communications from Class members and from dealers and other repair facilities.

26           571. As a direct and proximate result of Honda’s breach of the warranties of  
27 merchantability, Plaintiff and the other Massachusetts Class members have been  
28 damaged in an amount to be proven at trial.

1 **F. Claims Brought on Behalf of the Nevada Class**

2 **COUNT XXIII**  
3 **VIOLATION OF THE NEVADA DECEPTIVE**  
4 **TRADE PRACTICES ACT**  
5 **(NEV. REV. STAT. § 598.0903, ET SEQ.)**

6 572. Plaintiff Cindy Ortiz (“Plaintiff” for purposes of all Nevada Class Counts)  
7 incorporates by reference all preceding allegations as though fully set forth herein.

8 573. Plaintiff brings this claim on behalf of the Nevada Class.

9 574. Defendant is a “person” for purposes of the Nevada Deceptive Trade  
10 Practices Act (“NDTPA”), Nev. Rev. Stat. § 598.0903, *et seq.*

11 575. Defendant’s conduct as alleged herein occurred in the course of business.

12 576. The NDTPA prohibits deceptive trade practices. Nev. Rev. Stat.  
13 § 598.0915 provides that a person engages in a “deceptive trade practice” if, in the  
14 course of business or occupation, the person “[k]nowingly makes a false representation  
15 as to the characteristics, ingredients, uses, benefits, alterations or quantities of goods or  
16 services for sale or lease or a false representation as to the sponsorship, approval, status,  
17 affiliation or connection of a person therewith”; “[r]epresents that goods or services for  
18 sale or lease are of a particular standard, quality or grade, or that such goods are of a  
19 particular style or model, if he or she knows or should know that they are of another  
20 standard, quality, grade, style or model”; “[a]dvertises goods or services with intent not  
21 to sell or lease them as advertised and certified”; or “[k]nowingly makes any other false  
22 representation in a transaction.” Nev. Rev. Stat. §§ 598.0915—598.0925.

23 577. Nev. Rev. Stat. § 41.600 provides a private right of action for violations of  
24 the NDTPA.

25 578. Honda violated the NDTPA by concealing and failing to disclose the  
26 infotainment system defects. Honda had an ongoing duty to Plaintiff and the Nevada  
27 Class to refrain from unfair and deceptive practices under the NDTPA in the course of  
28 its business

1           579. The practices of Defendant violate the NDTPA for, inter alia, one or more  
2 of the following reasons:

3           a. Defendant represented that goods or services have sponsorship,  
4 approval, characteristics, uses, and benefits that they do not have;

5           b. Defendant provided, disseminated, marketed, and otherwise  
6 distributed uniform false and misleading advertisements, technical data and other  
7 information to consumers regarding the performance, reliability, quality and nature of  
8 the Vehicles;

9           c. Defendant represented that goods or services were of a particular  
10 standard, quality, or grade, when they were of another;

11           d. Defendant failed to reveal material facts and information about the  
12 Vehicles, which did, or tended to, mislead Plaintiff and the Nevada Class about facts  
13 that could not reasonably be known by the consumer;

14           e. Defendant failed to reveal facts that were material to the transactions  
15 in light of representations of fact made in a positive manner;

16           f. Defendant failed to reveal material facts to Plaintiff and the Nevada  
17 Class, the omission of which would tend to mislead or deceive consumers, including  
18 Plaintiff and the Nevada Class;

19           i. Defendant made material representations and statements of fact to  
20 Plaintiff and the Nevada Class that resulted in them reasonably believing the represented  
21 or suggested state of affairs to be other than what they actually were;

22           j. Defendant intended that Plaintiff and the Nevada Class members  
23 rely on their misrepresentations and omissions, so that they would purchase or lease the  
24 Vehicles; and

25           k. Under all of these circumstances, Defendant's conduct in employing  
26 these unfair and deceptive trade practices was malicious, willful, wanton and outrageous  
27  
28

1 such as to shock the conscience of the community and warrant the imposition of punitive  
2 damages.

3 580. The conduct of Defendant was likely to mislead consumers and Defendant  
4 intended that Plaintiff and the Nevada Class members rely on their misrepresentations.

5 581. The conduct of Defendant offends established public policy and is  
6 immoral, unethical, oppressive, unscrupulous and substantially injurious to consumers.

7 582. The foregoing acts, omissions and practices proximately caused Plaintiff  
8 and the Nevada Class members to suffer an ascertainable loss in the form of, inter alia,  
9 overpayment and diminution in value of the Vehicles, and Plaintiff and Nevada Class  
10 members are entitled to recover such damages, together with appropriate exemplary  
11 damages, attorneys' fees and costs of suit.

12 **COUNT XXIV**  
13 **BREACH OF EXPRESS WARRANTY**  
14 **(BASED ON NEVADA LAW)**

15 583. Plaintiff realleges and incorporates by reference all paragraphs as though  
16 fully set forth herein.

17 584. Plaintiff brings this claim on behalf of the Nevada Class.

18 585. Honda is and was at all relevant times a merchant with respect to motor  
19 vehicles.

20 586. In its New Vehicle Limited Warranty, Honda expressly warranted that it  
21 "will repair or replace any part that is defective in material or workmanship under  
22 normal use" and that "all repairs/replacements made under this warranty are free of  
23 charge."

24 587. Honda's Limited Warranty formed the basis of the bargain that was  
25 reached when Plaintiff and the other Nevada Class members purchased or leased their  
26 Vehicles equipped with an infotainment system from Honda.

27 588. Honda breached the express warranty to repair and/or replace to correct  
28 defects in materials and workmanship of any part supplied by Honda. Honda has not

1 repaired or replaced, and has been unable to repair or replace, the Vehicles' materials  
2 and workmanship defects.

3 589. Furthermore, the limited warranty of repair and/or replacement of defective  
4 parts, fails in its essential purpose because the contractual remedy is insufficient to make  
5 Plaintiffs and the other Nevada Class members whole and because Honda has failed  
6 and/or has refused to adequately provide the promised remedies within a reasonable  
7 time.

8 590. Accordingly, recovery by Plaintiff and the other Nevada Class members is  
9 not limited to the limited warranty of repair or replacements to parts defective in  
10 materials or workmanship, and Plaintiffs, individually and on behalf of the other Nevada  
11 Class members, seeks all remedies as allowed by law.

12 591. Also, as alleged in more detail herein, at the time that Honda warranted and  
13 sold the Vehicles it knew that the Vehicles did not conform to Honda's Limited  
14 Warranty and were inherently defective, and Honda wrongfully and fraudulently  
15 concealed material facts regarding its Vehicles. Plaintiff and the other Nevada Class  
16 members were therefore induced to purchase or lease the Vehicles under false and/or  
17 fraudulent pretenses.

18 592. Moreover, many of the injuries flowing from the Vehicles cannot be  
19 resolved through the limited remedy of replacement or repair, as many incidental and  
20 consequential damages have already been suffered due to Honda's fraudulent conduct  
21 as alleged herein, and due to its failure and/or continued failure to provide such limited  
22 remedy within a reasonable time, and any limitation on Plaintiff's and the other Nevada  
23 Class members' remedies would be insufficient to make Plaintiff and the other Nevada  
24 Class members whole.

25 593. Due to Honda's breach of warranty as set forth herein, Plaintiff and the  
26 other Nevada Class members assert as an additional and/or alternative remedy  
27 revocation of acceptance of the goods, and for a return to Plaintiff and to the other  
28



1 Nevada Class members of the purchase price of all Vehicles currently owned for such  
2 other incidental and consequential damages as allowed.

3 594. Honda was provided notice of these issues by numerous complaints against  
4 it, including the instant Complaint, and by customer complaints, letters, emails and other  
5 communications from Class members and from dealers and other repair facilities.

6 595. As a direct and proximate result of Honda's breach of express warranty,  
7 Plaintiff and the other Nevada Class members have been damaged in an amount to be  
8 determined at trial.

9 **COUNT XXV**  
10 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**  
11 **(BASED ON NEVADA LAW)**

12 596. Plaintiff incorporates by reference all preceding allegations as though fully  
13 set forth herein.

14 597. Plaintiff brings this claim on behalf of the Nevada Class.

15 598. Honda was a merchant with respect to motor vehicles.

16 599. A warranty that the Vehicles were in merchantable condition was implied  
17 by law in the transactions when Plaintiff and Class members purchased or leased their  
18 Class Vehicle from Honda.

19 600. These Vehicles, when sold and at all times thereafter, were not in  
20 merchantable condition and are not fit for the ordinary purpose for which cars are used.  
21 Specifically, the Vehicles are inherently defective in that the defects in the Vehicles'  
22 infotainment systems render them unsafe, inconvenient, and imperfect such that  
23 Plaintiff and Class members would not have purchased the Vehicles had they known of  
24 the defects.

25 601. Honda knew about the infotainment system defects at the time of purchase,  
26 allowing it to cure their breach of warranty if it chose.  
27  
28

1           602. Honda was provided notice of these issues by numerous complaints against  
2 it, including the instant Complaint, and by customer complaints, letters, emails and other  
3 communications from Class members and from dealers and other repair facilities.

4           603. As a direct and proximate result of Honda's breach of the implied warranty  
5 of merchantability, Plaintiff and the other Nevada Class members have been damaged  
6 in an amount to be proven at trial, including, but not limited to, benefit-of-the-bargain  
7 damages, restitution and/or diminution of value.

8 **G. Claims Brought on Behalf of the New Jersey Class**

9 **COUNT XXVI**  
10 **VIOLATION OF NEW JERSEY CONSUMER FRAUD ACT**  
11 **(N.J.S.A. § 56:8-1, *ET SEQ.*)**

12           604. Plaintiff Alexis Chisari ("Plaintiff" for purposes of all New Jersey Class  
13 Counts) incorporates by reference all preceding allegations as though fully set forth  
14 herein.

15           605. Plaintiff brings this claim on behalf of the New Jersey Class.

16           606. Plaintiff and Class members are "persons" under the New Jersey Consumer  
17 Fraud Act ("CFA").

18           607. At all relevant times material hereto, Honda conducted trade and commerce  
19 in New Jersey and elsewhere within the meaning of the CFA.

20           608. The CFA is, by its terms, a cumulative remedy, such that remedies under  
21 its provisions can be awarded in addition to those provided under separate statutory  
22 schemes.

23           609. Honda's practices violated the CFA for, inter alia, one or more of the  
24 following reasons:

25           a. Honda concealed from Plaintiff and the New Jersey Class the  
26 material facts that the infotainment system in the Vehicles were defective, and, as such,  
27 the Vehicles were not of merchantable quality.  
28

1           b.     Honda engaged in unconscionable commercial practices in failing to  
2 disclose material information discussed above about the Vehicles.

3           610. Honda consciously omitted to disclose material facts from Plaintiff and the  
4 New Jersey Class with respect to the infotainment system defects.

5           611. Honda's unconscionable conduct described herein included the omission  
6 and concealment of material facts concerning the defective infotainment system.

7           612. Honda intended that Plaintiff and the New Jersey Class rely on its acts of  
8 concealment and omissions and misrepresentations, so that Plaintiff and the New Jersey  
9 Class would purchase and/or lease Vehicles.

10          613. Had Honda disclosed all material information regarding the defective  
11 infotainment system to Plaintiff and the New Jersey Class, they would not have  
12 purchased and/or leased the Vehicles, or would have paid less.

13          614. The foregoing acts, omissions and practices proximately caused Plaintiff  
14 and the New Jersey Class to suffer an ascertainable loss in the form of, inter alia,  
15 diminution of value, and they are entitled to recover such damages together with  
16 appropriate penalties, including treble damages, attorneys' fees and costs of suit.

17          615. In the course of its business, Honda concealed the defects in Plaintiff and  
18 the New Jersey Class Vehicles as described herein and otherwise engaged in activities  
19 with a tendency or capacity to deceive. Honda also engaged in unlawful trade practices  
20 by employing deception, deceptive acts or practices, fraud, misrepresentations, or  
21 concealment, suppression or omission of any material fact with intent that others rely  
22 upon such concealment, suppression or omission, in connection with the sale of the  
23 Vehicles.

24          616. Honda knew that the infotainment systems in the Vehicles were defectively  
25 manufactured, would fail without warning, and were not suitable for their intended use.  
26 Honda was previously provided notice of the defects in the Vehicles by numerous  
27 customer complaints, letters, emails and other communications from Class members  
28

1 and from dealers and other repair facilities. Honda nevertheless failed to warn Plaintiff  
2 and the other New Jersey Class members about these defects despite having a duty to  
3 do so.

4 617. By failing to disclose and by actively concealing the defects in Plaintiff and  
5 the other New Jersey Class members Vehicles, which it marketed as safe, reliable, and  
6 of high quality, Honda engaged in unfair and deceptive business practices in violation  
7 of the CFA.

8 618. In the course of Honda's business, it willfully failed to disclose and actively  
9 concealed the dangerous risk posed by the defects in Plaintiff and the other New Jersey  
10 Class members Vehicles.

11 619. Honda's unfair or deceptive acts or practices were likely to and did in fact  
12 deceive reasonable consumers, including Plaintiff and the New Jersey Class members,  
13 about the true safety and reliability of their vehicles.

14 620. Honda intentionally and knowingly misrepresented material facts  
15 regarding the Vehicles with the intent to mislead Plaintiff and the New Jersey Class  
16 members.

17 621. Honda knew or should have known that its conduct violated the CFA.

18 622. As alleged above, Honda made material statements about the safety and  
19 reliability of the Vehicles and the Honda brand that were either false or misleading.

20 623. Honda owed Plaintiffs a duty to disclose the true safety and reliability of  
21 the Vehicles, because Honda:

- 22 a. Possessed exclusive knowledge about the defects in the Vehicles;
- 23 b. Intentionally concealed the foregoing from Plaintiff and the New  
24 Jersey Class members; and/or
- 25 c. Made incomplete representations about the safety and reliability of  
26 the Vehicles.

1           624. Because Honda fraudulently concealed the defects in the Vehicles, Vehicle  
2 owners were deprived of the benefit of their bargain since the Vehicles they purchased  
3 were worth less than they would have been if they were free from defects. Had Vehicle  
4 owners been aware of the defects in their vehicles, they would have either not have  
5 bought their Vehicles or would have paid less for them.

6           625. Vehicle owners were also harmed by Honda’s unfair and deceptive trade  
7 practices since their Vehicles were worth less as the result of Honda’s concealment of,  
8 and failure to remedy, the defects. This diminished value is directly attributed to  
9 Honda’s dishonesty and omissions with respect to the quality and safety of the Vehicles.

10          626. Honda’s concealment of the defects in Plaintiffs’ vehicles was material to  
11 Plaintiff and the New Jersey Class members.

12          627. Plaintiffs suffered ascertainable loss caused by Honda’s misrepresentations  
13 and its concealment of and failure to disclose the defects in their vehicles.

14          628. As a direct and proximate result of Honda’s violations of the CFA,  
15 Plaintiffs have suffered injury-in-fact and/or actual damage, as alleged above.

16          629. Plaintiffs seek punitive damages against Honda because Honda’s conduct  
17 was egregious and unconscionable. Honda’s conduct was knowing, intentional, with  
18 malice, demonstrated a complete lack of care, and was in reckless disregard for the  
19 rights of Plaintiff and the other New Jersey Class members.

20          630. Because Honda’s unconscionable conduct caused injury to Plaintiff and  
21 Class members, Plaintiff and New Jersey Class members seek recovery of actual  
22 damages including diminution of value, together with appropriate penalties, including  
23 treble damages, attorneys’ fees and costs of suit.

24   **COUNT XXVII**  
25   **BREACH OF EXPRESS WARRANTY**  
26   **(BASED ON NEW JERSEY LAW)**

27          631. Plaintiff realleges and incorporates by reference all paragraphs as though  
28 fully set forth herein.

1           632. Plaintiff brings this claim on behalf of the New Jersey Class.

2           633. Honda is and was at all relevant times a merchant with respect to motor  
3 vehicles.

4           634. In its New Vehicle Limited Warranty, Honda expressly warranted that it  
5 “will repair or replace any part that is defective in material or workmanship under  
6 normal use” and that “all repairs/replacements made under this warranty are free of  
7 charge.”

8           635. Honda’s Limited Warranty formed the basis of the bargain that was  
9 reached when Plaintiff and the other New Jersey Class members purchased or leased  
10 their Vehicles equipped with an infotainment system from Honda.

11           636. Honda breached the express warranty to repair and/or replace to correct  
12 defects in materials and workmanship of any part supplied by Honda. Honda has not  
13 repaired or replaced, and has been unable to repair or replace, the Vehicles’ materials  
14 and workmanship defects.

15           637. Furthermore, the limited warranty of repair and/or replacement of defective  
16 parts, fails in its essential purpose because the contractual remedy is insufficient to make  
17 Plaintiffs and the other New Jersey Class members whole and because Honda has failed  
18 and/or has refused to adequately provide the promised remedies within a reasonable  
19 time.

20           638. Accordingly, recovery by Plaintiffs and the other New Jersey Class  
21 members is not limited to the limited warranty of repair or replacements to parts  
22 defective in materials or workmanship, and Plaintiffs, individually and on behalf of the  
23 other New Jersey Class members, seeks all remedies as allowed by law.

24           639. Also, as alleged in more detail herein, at the time that Honda warranted and  
25 sold the Vehicles it knew that the Vehicles did not conform to Honda’s Limited  
26 Warranty and were inherently defective, and Honda wrongfully and fraudulently  
27 concealed material facts regarding its Vehicles. Plaintiff and the other New Jersey Class  
28

1 members were therefore induced to purchase or lease the Vehicles under false and/or  
2 fraudulent pretenses.

3 640. Moreover, many of the injuries flowing from the Vehicles cannot be  
4 resolved through the limited remedy of replacement or repair, as many incidental and  
5 consequential damages have already been suffered due to Honda's fraudulent conduct  
6 as alleged herein, and due to its failure and/or continued failure to provide such limited  
7 remedy within a reasonable time, and any limitation on Plaintiff's and the other New  
8 Jersey Class members' remedies would be insufficient to make Plaintiff and the other  
9 New Jersey Class members whole.

10 641. Due to Honda's breach of warranty as set forth herein, Plaintiff and the  
11 other New Jersey Class members assert as an additional and/or alternative remedy  
12 revocation of acceptance of the goods, and for a return to Plaintiff and to the other New  
13 Jersey Class members of the purchase price of all Vehicles currently owned for such  
14 other incidental and consequential damages as allowed.

15 642. Honda was provided notice of these issues by numerous complaints against  
16 it, including the instant Complaint, and by customer complaints, letters, emails and other  
17 communications from Class members and from dealers and other repair facilities.

18 643. As a direct and proximate result of Honda's breach of express warranty,  
19 Plaintiff and the other New Jersey Class members have been damaged in an amount to  
20 be determined at trial.

21 **COUNT XXVIII**  
22 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**  
23 **(N.J. STAT. ANN. § 12-314)**

24 644. Plaintiff incorporates by reference all preceding allegations as though fully  
25 set forth herein.

26 645. Plaintiff brings this claim on behalf of the New Jersey Class.

27 646. Honda was a merchant with respect to motor vehicles.

1           647. A warranty that the Vehicles were in merchantable condition was implied  
2 by law in the transactions when Plaintiff and Class members purchased or leased their  
3 Class Vehicle from Honda.

4           648. These Vehicles, when sold and at all times thereafter, were not in  
5 merchantable condition and are not fit for the ordinary purpose for which cars are used.  
6 Specifically, the Vehicles are inherently defective in that the defects in the Vehicles’  
7 infotainment systems render them unsafe, inconvenient, and imperfect such that  
8 Plaintiff and New Jersey Class members would not have purchased the Vehicles had  
9 they known of the defects.

10           649. Honda knew about the infotainment system defects at the time of purchase,  
11 allowing it to cure their breach of warranty if it chose.

12           650. Honda was provided notice of these issues by numerous complaints against  
13 it, including the instant Complaint, and by customer complaints, letters, emails and other  
14 communications from Class members and from dealers and other repair facilities.

15           651. As a direct and proximate result of Honda’s breach of the implied warranty  
16 of merchantability, Plaintiff and the other New Jersey Class members have been  
17 damaged in an amount to be proven at trial, including, but not limited to, benefit-of-the-  
18 bargain damages, restitution and/or diminution of value.

19 **H. Claims Brought on Behalf of the New York Class**

20 **COUNT XXIX**  
21 **VIOLATIONS OF NEW YORK GENERAL BUSINESS LAW § 349**  
22 **(N.Y. GEN. BUS. LAW § 349)**

23           652. Plaintiffs Michael Brumer, and Dave Jahsman (“Plaintiffs” for purposes of  
24 all New York Class Counts) incorporates by reference all paragraphs as though fully set  
25 forth herein.

26           653. Plaintiffs bring this claim on behalf of the New York Class.

27           654. New York’s General Business Law § 349 makes unlawful “[d]eceptive  
28 acts or practices in the conduct of any business, trade or commerce.”



1           655. By failing to release material facts about the defect, Honda curtailed or  
2 reduced the ability of consumers to take notice of material facts about their vehicle,  
3 and/or it affirmatively operated to hide or keep those facts from consumers. Moreover,  
4 Honda has otherwise engaged in activities with a tendency or capacity to deceive. Honda  
5 also engaged in unlawful trade practices by employing deception, deceptive acts or  
6 practices, fraud, misrepresentations, unfair practices, and/or concealment, suppression  
7 or omission of any material fact with intent that others rely upon such concealment,  
8 suppression or omission, in connection with the sale of Vehicles.

9           656. By failing to disclose and by actively concealing the defect in the  
10 infotainment system, by marketing its vehicles as safe, reliable and of high quality, and  
11 by presenting itself as a reputable manufacturer that valued safety and reliability and  
12 stood behind its vehicles after they were sold, Honda engaged in deceptive business  
13 practices in violation of the New York Gen. Bus. Law § 349.

14           657. In the course of Honda's business, it willfully failed to disclose and actively  
15 concealed the defect in the infotainment system discussed herein. Honda compounded  
16 the deception by repeatedly asserting Vehicles were safe, reliable, and of high quality,  
17 and by claiming to be a reputable manufacturer that valued safety, and stood behind its  
18 vehicles once they are on the road.

19           658. Honda's unfair or deceptive acts or practices, including these  
20 concealments, omissions, and suppressions of material facts, had a tendency or capacity  
21 to mislead, tended to create a false impression in consumers, and did in fact deceive  
22 reasonable consumers, including Plaintiffs and the other New York Class members,  
23 about true reliability of Vehicles and the ability to use the infotainment system.

24           659. Honda intentionally and knowingly misrepresented material facts  
25 regarding the Vehicles with an intent to mislead Plaintiff and the other New York Class  
26 members, including without limitation by failing to disclose the defects in light of  
27 circumstances under which the omitted facts were necessary in order to correct the  
28

1 assumptions, inferences or representations being made by Honda about the reliability  
2 and safety of its Vehicles. Consequently, the failure to disclose such facts amounts to  
3 misleading statements pursuant to New York Gen. Bus. Law § 349.

4 660. Because Honda knew or believed that its statements regarding the  
5 reliability and safety of its Vehicles were not in accord with the facts and/or had no  
6 reasonable basis for such statements in light of its knowledge of these defects, Honda  
7 engaged in fraudulent misrepresentations pursuant to New York Gen. Bus. Law § 349.

8 661. Honda's conduct as described herein is unethical, oppressive, or  
9 unscrupulous and/or it presented a risk of substantial injury to consumers. Such acts are  
10 unfair practices in violation of New York Gen. Bus. Law § 349.

11 662. Honda knew or should have known that its conduct violated New York  
12 Gen. Bus. Law § 349.

13 663. As alleged above, Honda made material statements about the reliability and  
14 safety of the Vehicles and the Honda brand that were either false, misleading, and/or  
15 half-truths in violation of New York Gen. Bus. Law § 349.

16 664. Honda owed Plaintiffs and the other New York Class members a duty to  
17 disclose the truth about its faulty infotainment system because the defect created a safety  
18 hazard and Honda:

- 19 i. Possessed exclusive knowledge of the defect in the infotainment  
20 system;
- 21 ii. Intentionally concealed the foregoing from Plaintiffs and the other  
22 New York Class members; and/or
- 23 iii. Made incomplete representations in advertisements and on its  
24 website, failing to warn the public or to publicly admit that the  
25 infotainment system was defective.

1 665. Honda's fraudulent use of the infotainment system and its concealment of  
2 the true defective nature of the system were material to Plaintiffs and the other New  
3 York Class members.

4 666. Plaintiffs and the other New York Class members suffered ascertainable  
5 loss caused by Honda's misrepresentations and its concealment of and failure to disclose  
6 material information. Class members who purchased the Vehicles either would have  
7 paid less for their Vehicles or would not have purchased or leased them at all but for  
8 Honda's violations of New York Gen. Bus. Law § 349.

9 667. Honda had an ongoing duty to all its customers to refrain from unfair and  
10 deceptive practices under the New York Gen. Bus. Law § 349. All owners of Vehicles  
11 suffered ascertainable loss in the form of the diminished value of their Vehicles as a  
12 result of Honda's deceptive and unfair acts and practices made in the course of Honda's  
13 business.

14 668. Honda's violations present a continuing risk to Plaintiffs and the other New  
15 York Class members as well as to the general public. Honda's unlawful acts and  
16 practices complained of herein affect the public interest.

17 669. As a direct and proximate result of Honda's violations of New York Gen.  
18 Bus. Law § 349, Plaintiff and the other New York Class members have suffered injury-  
19 in-fact and/or actual damage.

20 670. Honda is liable to Plaintiffs and the other New York Class members for  
21 damages in amounts to be proven at trial, including attorneys' fees, costs, and punitive  
22 damages, as well as injunctive relief enjoining Honda's unfair and deceptive practices,  
23 and any other just and proper relief under New York Gen. Bus. Law § 349.

24 **COUNT XXX**  
25 **FRAUDULENT CONCEALMENT**  
26 **(BASED ON NEW YORK LAW)**

27 671. Plaintiffs incorporate by reference all preceding allegations as though fully  
28 set forth herein.

1           672. Plaintiffs bring this claim on behalf of the New York Class.

2           673. Honda intentionally concealed that the infotainment system is defective.

3           674. Honda further affirmatively misrepresented to Plaintiff in advertising and  
4 other forms of communication, including standard and uniform material provided with  
5 each car and on its website, that the Vehicles it was selling had no significant defects,  
6 that the infotainment system was a safety feature, reliable, and would perform and  
7 operate properly.

8           675. Honda knew about the defect in the infotainment system when these  
9 representations were made.

10          676. The Vehicles purchased by Plaintiffs and the other New York Class  
11 members contained a defective infotainment system.

12          677. Honda had a duty to disclose that the infotainment system contained a  
13 fundamental defect as alleged herein, because the defect created a safety hazard and  
14 Plaintiff and the other New York Class members relied on Honda's material  
15 representations.

16          678. As alleged herein, at all relevant times, Honda has held out the Vehicles to  
17 be free from defects such as the defect related to the infotainment system. Honda touted  
18 and continues to tout the many benefits and advantages of the infotainment system, but  
19 nonetheless failed to disclose important facts related to the defect. This made Honda's  
20 other disclosures about the infotainment system deceptive.

21          679. The truth about the defective infotainment system was known only to  
22 Honda; Plaintiffs and the other New York Class members did not know of these facts  
23 and Honda actively concealed these facts from Plaintiffs and the other New York Class  
24 members.

25          680. Plaintiffs and the other New York Class members reasonably relied upon  
26 Honda's deception. They had no way of knowing that Honda's representations were  
27 false, misleading, or incomplete. As consumers, Plaintiffs and the other New York Class  
28

1 members did not, and could not, unravel Honda's deception on their own. Rather, Honda  
2 intended to deceive Plaintiffs and New York Class members.

3 681. Honda's false representations and omissions were material to consumers  
4 because they concerned qualities of the Vehicles that played a significant role in the  
5 value of the Vehicles.

6 682. Honda had a duty to disclose the infotainment system defect and violations  
7 with respect to the Vehicles because details of the true facts were known and/or  
8 accessible only to Honda, because Honda had exclusive knowledge as to such facts, and  
9 because Honda knew these facts were not known to or reasonably discoverable by  
10 Plaintiffs or the other New York Class members.

11 683. Honda also had a duty to disclose because it made general affirmative  
12 representations about the technological and safety innovations included with its  
13 Vehicles, without telling consumers that one of the features had a fundamental defect  
14 that would affect the safety, quality and performance of the Vehicles.

15 684. Honda's disclosures were misleading, deceptive, and incomplete because  
16 they failed to inform consumers of the additional facts regarding the defect in the  
17 infotainment system as set forth herein. These omitted and concealed facts were material  
18 because they directly impact the value of the Vehicles purchased by Plaintiffs and the  
19 other New York Class members.

20 685. Honda has still not made full and adequate disclosures, and continues to  
21 defraud Plaintiffs and the other New York Class members by concealing material  
22 information regarding the defect in the infotainment system.

23 686. Plaintiffs and the other New York Class members were unaware of the  
24 omitted material facts referenced herein, and they would not have acted as they did if  
25 they had known of the concealed and/or suppressed facts, in that they would not have  
26 purchased or leased or paid as much for cars with faulty technology, and/or would have  
27 taken other affirmative steps in light of the information concealed from them. Plaintiffs'  
28

1 and the other New York Class members' actions were justified. Honda was in exclusive  
2 control of the material facts, and such facts were not generally known to the public,  
3 Plaintiffs, or the other New York Class members.

4 687. Because of the concealment and/or suppression of facts, Plaintiffs and the  
5 other New York Class members sustained damage because they own(ed) vehicles that  
6 are diminished in value as a result of Honda's concealment of the true quality of those  
7 vehicles' infotainment systems. Had Plaintiffs and the other New York Class members  
8 been aware of the defect in the infotainment systems installed in the Vehicles, and  
9 Honda's disregard for the truth, Plaintiffs and the other New York Class members who  
10 purchased a Vehicle would have paid less for them or would not have purchased them  
11 at all.

12 688. The value of Plaintiffs' and the other New York Class members' Vehicles  
13 has diminished as a result of Honda's fraudulent concealment of the defective  
14 infotainment system of the Vehicles, which has made any reasonable consumer  
15 reluctant to purchase any of the Vehicles, let alone pay what otherwise would have been  
16 fair market value for the Vehicles.

17 689. Accordingly, Honda is liable to Plaintiffs and the other New York Class  
18 members for damages in an amount to be proven at trial.

19 690. Honda's acts were done wantonly, maliciously, oppressively, deliberately,  
20 with intent to defraud, and in reckless disregard of Plaintiffs' and the other New York  
21 Class members' rights and the representations that Honda made to them, in order to  
22 enrich Honda. Honda's conduct warrants an assessment of punitive damages in an  
23 amount sufficient to deter such conduct in the future, which amount is to be determined  
24 according to proof.

25 **COUNT XXXI**  
26 **BREACH OF EXPRESS WARRANTY**  
27 **(BASED ON NEW YORK LAW)**

1           691. Plaintiffs reallege and incorporate by reference all paragraphs as though  
2 fully set forth herein.

3           692. Plaintiffs bring this claim on behalf of the New York Class.

4           693. Honda is and was at all relevant times a merchant with respect to motor  
5 vehicles.

6           694. In its New Vehicle Limited Warranty, Honda expressly warranted that it  
7 “will repair or replace any part that is defective in material or workmanship under  
8 normal use” and that “all repairs/replacements made under this warranty are free of  
9 charge.”

10          695. Honda’s Limited Warranty formed the basis of the bargain that was  
11 reached when Plaintiffs and the other New York Class members purchased or leased  
12 their Vehicles equipped with an infotainment system from Honda.

13          696. Honda breached the express warranty to repair and/or replace to correct  
14 defects in materials and workmanship of any part supplied by Honda. Honda has not  
15 repaired or replaced, and has been unable to repair or replace, the Vehicles’ materials  
16 and workmanship defects.

17          697. Furthermore, the limited warranty of repair and/or replacement of defective  
18 parts, fails in its essential purpose because the contractual remedy is insufficient to make  
19 Plaintiffs and the other New York Class members whole and because Honda has failed  
20 and/or has refused to adequately provide the promised remedies within a reasonable  
21 time.

22          698. Accordingly, recovery by Plaintiffs and the other New York Class  
23 members is not limited to the limited warranty of repair or replacements to parts  
24 defective in materials or workmanship, and Plaintiffs, individually and on behalf of the  
25 other New York Class members, seek all remedies as allowed by law.

26          699. Also, as alleged in more detail herein, at the time that Honda warranted and  
27 sold the Vehicles it knew that the Vehicles did not conform to Honda’s Limited  
28

1 Warranty and were inherently defective, and Honda wrongfully and fraudulently  
2 concealed material facts regarding its Vehicles. Plaintiffs and the other New York Class  
3 members were therefore induced to purchase or lease the Vehicles under false and/or  
4 fraudulent pretenses.

5 700. Moreover, many of the injuries flowing from the Vehicles cannot be  
6 resolved through the limited remedy of replacement or repair, as many incidental and  
7 consequential damages have already been suffered due to Honda's fraudulent conduct  
8 as alleged herein, and due to its failure and/or continued failure to provide such limited  
9 remedy within a reasonable time, and any limitation on Plaintiffs' and the other New  
10 York Class members' remedies would be insufficient to make Plaintiffs and the other  
11 New York Class members whole.

12 701. Due to Honda's breach of warranty as set forth herein, Plaintiffs and the  
13 other New York Class members assert as an additional and/or alternative remedy  
14 revocation of acceptance of the goods, and for a return to Plaintiffs and to the other New  
15 York Class members of the purchase price of all Vehicles currently owned for such  
16 other incidental and consequential damages as allowed.

17 702. Honda was provided notice of these issues by numerous complaints against  
18 it, including the instant Complaint, and by customer complaints, letters, emails and other  
19 communications from Class members and from dealers and other repair facilities.

20 703. As a direct and proximate result of Honda's breach of express warranty,  
21 Plaintiffs and the other New York Class members have been damaged in an amount to  
22 be determined at trial.

23 **COUNT XXXII**  
24 **BREACH OF IMPLIED WARRANTY**  
25 **(N.Y. U.C.C. LAW § 2-315)**

26 704. Plaintiffs incorporate by reference all preceding allegations as though fully  
27 set forth herein.

28 705. Plaintiffs bring this claim on behalf of the New York Class.



1           706. Honda marketed the Vehicles as safe and reliable luxury vehicles. Such  
2 representations formed the basis of the bargain in Plaintiffs’ and the other New York  
3 Class members’ decisions to purchase the Vehicles.

4           707. Honda was at all relevant times a “merchant” of motor vehicles as defined  
5 by N.Y. U.C.C. Law § 2-104.

6           708. In connection with the purchase or lease of each of the Vehicles, Honda  
7 provided warranty coverage for the Vehicles for four years or 50,000 miles, which  
8 obliges Honda to repair or replace any part that is defective under normal use.

9           709. Honda’s warranty formed a basis of the bargain that was reached when  
10 Plaintiffs and the other New York Class members purchased their Vehicles.

11           710. Plaintiffs and the other New York Class members owned Vehicles with  
12 defective infotainment system within the warranty period but had no knowledge of the  
13 existence of the defect, which was known and concealed by Honda.

14           711. Despite the existence of the warranty, Honda failed to inform Plaintiffs and  
15 the other New York Class members that the Vehicles contained the defective  
16 infotainment systems during the warranty periods.

17           712. Honda breached the express warranty promising to repair and correct a  
18 manufacturing defect or defect in materials or workmanship of any parts they supplied.

19           713. Honda knew about the defect in the infotainment system, allowing Honda  
20 to cure their breach of its warranty if it chose.

21           714. However, Honda concealed the defect and has refused to repair or replace  
22 the infotainment systems despite the defect’s existence at the time of sale or lease of the  
23 Vehicles.

24           715. Any attempt by Honda to disclaim or limit recovery to the terms of the  
25 express warranties is unconscionable and unenforceable here. Specifically, Honda’s  
26 warranty limitation is unenforceable because they knowingly sold or leased a defective  
27 product without informing consumers about the defect. The time limits contained in  
28

1 Honda's warranty periods were also unconscionable and inadequate to protect Plaintiffs  
2 and the other New York Class members. Among other things, Plaintiffs and the other  
3 New York Class members had no meaningful choice in determining these time  
4 limitations, the terms of which unreasonably favored Honda. A gross disparity in  
5 bargaining power existed between Honda and other New York Class members, and  
6 Honda knew that the infotainment systems were defective at the time of sale.

7 716. Further, the limited warranty promising to repair and/or correct a  
8 manufacturing defect fails in its essential purpose because the contractual remedy is  
9 insufficient to make Plaintiffs and the other New York Class members whole because  
10 the replacement part used by Honda contains the same defect. Affording Honda a  
11 reasonable opportunity to cure the breach of written warranties therefore would be  
12 unnecessary and futile.

13 717. Accordingly, Honda is liable to Plaintiffs and the other New York Class  
14 members for damages in an amount to be proven at trial.

15 **I. Claims Brought on Behalf of the North Carolina Class**

16 **COUNT XXXIII**  
17 **VIOLATION OF THE NORTH CAROLINA UNFAIR AND**  
18 **DECEPTIVE TRADE PRACTICES ACT**  
19 **(N.C. GEN. STAT. §75.1-1)**

20 718. Plaintiffs Vimal Lawrence and John Bartholomew ("Plaintiffs" for  
21 purposes of all North Carolina Class Counts) incorporates by reference all preceding  
22 allegations as though fully set forth herein.

23 719. This claim is brought by Plaintiffs on behalf of the North Carolina Class.

24 720. North Carolina's Unfair and Deceptive Trade Practices Act, N.C. Gen.  
25 Stat. § 75.1-1 ("UDTPA") prohibits "[u]nfair methods of competition in or affecting  
26 commerce, and unfair or deceptive acts or practices in or affecting commerce."  
27 Defendant's business acts and practices alleged herein violate the UDTPA.  
28

1           721. The purchase or lease of the Vehicles by Plaintiffs and the North Carolina  
2 Class members as described herein constitute transactions in commerce within the  
3 meaning of UDTPA.

4           722. Honda violated the UDTPA by concealing and failing to disclose the  
5 infotainment system defects. Honda had an ongoing duty to Plaintiffs and the North  
6 Carolina Class members to refrain from unfair and deceptive practices under the  
7 UDTPA in the course of its business

8           723. The practices of Defendant violate the UDTPA for, inter alia, one or more  
9 of the following reasons:

10           a. Defendant represented that goods or services have sponsorship,  
11 approval, characteristics, uses, and benefits that they do not have;

12           b. Defendant provided, disseminated, marketed, and otherwise  
13 distributed uniform false and misleading advertisements, technical data and other  
14 information to consumers regarding the performance, reliability, quality and nature of  
15 the Vehicles;

16           c. Defendant represented that goods or services were of a particular  
17 standard, quality, or grade, when they were of another;

18           d. Defendant engaged in unconscionable commercial practices in  
19 failing to reveal material facts and information about the Vehicles, which did, or tended  
20 to, mislead Plaintiffs and the North Carolina Class members about facts that could not  
21 reasonably be known by the consumer;

22           e. Defendant failed to reveal facts that were material to the transactions  
23 in light of representations of fact made in a positive manner;

24           f. Defendant caused Plaintiffs and the North Carolina Class members  
25 to suffer a probability of confusion and a misunderstanding of legal rights, obligations  
26 and/or remedies by and through its conduct;

1           g. Defendant purported to disclaim or limit the implied warranty of  
2 merchantability without providing such disclaimer or limitation in a clear, truthful and  
3 conspicuous manner;

4           h. Defendant failed to reveal material facts to Plaintiffs and the North  
5 Carolina Class members, the omission of which would tend to mislead or deceive  
6 consumers, including Plaintiffs and the North Carolina Class members;

7           i. Defendant made material representations and statements of fact to  
8 Plaintiffs and the North Carolina Class members that resulted in them reasonably  
9 believing the represented or suggested state of affairs to be other than what they actually  
10 were;

11           j. Defendant intended that Plaintiffs and the North Carolina Class  
12 members rely on their misrepresentations and omissions, so that they would purchase  
13 the Vehicles; and

14           k. Under all of these circumstances, Defendant's conduct in employing  
15 these unfair and deceptive trade practices was malicious, willful, wanton and outrageous  
16 such as to shock the conscience of the community and warrant the imposition of punitive  
17 damages.

18           724. The conduct of Defendant was likely to mislead consumers and Defendant  
19 intended that Plaintiffs and the North Carolina Class members rely on their  
20 misrepresentations.

21           725. The conduct of Defendant offends established public policy and is  
22 immoral, unethical, oppressive, unscrupulous and substantially injurious to consumers.

23           726. The foregoing acts, omissions and practices proximately caused Plaintiffs  
24 and the North Carolina Class members to suffer an ascertainable loss in the form of,  
25 inter alia, overpayment and diminution in value of the Vehicles, and Plaintiffs and the  
26 North Carolina Class members are entitled to recover such damages, together with  
27 appropriate exemplary damages, attorneys' fees and costs of suit.  
28

1 727. Plaintiffs further seek an order enjoining Defendant's unfair or deceptive  
2 acts or practices.

3 **COUNT XXXIV**  
4 **BREACH OF EXPRESS WARRANTY**  
5 **(BASED ON NORTH CAROLINA LAW)**

6 728. Plaintiffs incorporate by reference all preceding allegations as though fully  
7 set forth herein.

8 729. Plaintiffs bring this claim on behalf of the North Carolina Class.

9 730. Honda is and was at all relevant times a merchant with respect to motor  
10 vehicles.

11 731. As an express warrantor and manufacturer and merchant, Honda had  
12 certain obligations under N.C. Gen. Stat. § 25-2-313 to conform the Vehicles to the  
13 express warranties.

14 732. In its New Vehicle Limited Warranty, Honda expressly warranted that it  
15 “will repair or replace any part that is defective in material or workmanship under  
16 normal use” and that “all repairs/replacements made under this warranty are free of  
17 charge.”

18 733. Honda's Limited Warranty formed the basis of the bargain that was  
19 reached when Plaintiffs and the other North Carolina Class members purchased or  
20 leased their Vehicles equipped with an infotainment system from Honda.

21 734. Honda breached the express warranty to repair and/or replace to correct  
22 defects in materials and workmanship of any part supplied by Honda. Honda has not  
23 repaired or replaced, and has been unable to repair or replace, the Vehicles' materials  
24 and workmanship defects.

25 735. Furthermore, the limited warranty of repair and/or replacement of defective  
26 parts, fails in its essential purpose because the contractual remedy is insufficient to make  
27 Plaintiffs and the other North Carolina Class members whole and because Honda has  
28

1 failed and/or has refused to adequately provide the promised remedies within a  
2 reasonable time.

3 736. Accordingly, recovery by Plaintiffs and the other North Carolina Class  
4 members is not limited to the limited warranty of repair or replacements to parts  
5 defective in materials or workmanship, and Plaintiffs, individually and on behalf of the  
6 other North Carolina Class members, seeks all remedies as allowed by law.

7 737. Also, as alleged in more detail herein, at the time that Honda warranted and  
8 sold the Vehicles it knew that the Vehicles did not conform to Honda's Limited  
9 Warranty and were inherently defective, and Honda wrongfully and fraudulently  
10 concealed material facts regarding its Vehicles. Plaintiffs and the other North Carolina  
11 Class members were therefore induced to purchase or lease the Vehicles under false  
12 and/or fraudulent pretenses.

13 738. Moreover, many of the injuries flowing from the Vehicles cannot be  
14 resolved through the limited remedy of replacement or repair, as many incidental and  
15 consequential damages have already been suffered due to Honda's fraudulent conduct  
16 as alleged herein, and due to its failure and/or continued failure to provide such limited  
17 remedy within a reasonable time, and any limitation on Plaintiffs' and the other North  
18 Carolina Class members' remedies would be insufficient to make Plaintiffs and the other  
19 North Carolina Class members whole.

20 739. Due to Honda's breach of warranty as set forth herein, Plaintiffs and the  
21 other North Carolina Class members assert as an additional and/or alternative remedy  
22 revocation of acceptance of the goods, and for a return to Plaintiffs and to the other  
23 North Carolina Class members of the purchase price of all Vehicles currently owned for  
24 such other incidental and consequential damages as allowed.

25 740. Honda was provided notice of these issues by numerous complaints against  
26 it, including the instant Complaint, and by customer complaints, letters, emails and other  
27 communications from Class members and from dealers and other repair facilities.  
28



1           752. Plaintiffs and the North Carolina Class Members have provided timely  
2 notice to Honda regarding the problems they experienced with the Vehicles and,  
3 notwithstanding such notice, Honda has failed and refused to offer Plaintiffs and the  
4 North Carolina Class members an effective remedy.

5           753. In addition, Honda has received, on information and belief, thousands of  
6 complaints and other notices from consumers advising them of the defects associated  
7 with the Vehicles

8           754. These Vehicles, when sold and at all times thereafter, were not in  
9 merchantable condition and are not fit for the ordinary purpose for which cars are used.  
10 Specifically, the Vehicles are inherently defective in that the defects in the Vehicles'  
11 infotainment systems render them unsafe, inconvenient, and imperfect such that  
12 Plaintiffs and Class members would not have purchased the Vehicles had they known  
13 of the defects.

14           755. Honda knew about the infotainment system defects at the time of purchase,  
15 allowing it to cure their breach of warranty if it chose.

16           756. As a direct and proximate result of Honda's breach of the implied warranty  
17 of merchantability, Plaintiffs and the other North Carolina Class members have been  
18 damaged in an amount to be proven at trial, including, but not limited to, benefit-of-the-  
19 bargain damages, restitution and/or diminution of value.

20 **J. Claims Brought on Behalf of the Pennsylvania Class**

21 **COUNT XXXVI**  
22 **VIOLATION OF PENNSYLVANIA UNFAIR TRADE**  
23 **PRACTICES AND CONSUMER PROTECTION LAW**  
24 **(73 P.S. § 201-1, ET SEQ.)**

25           757. Plaintiff Charles Denaro ("Plaintiff" for purposes of all Pennsylvania Class  
26 Counts) hereby incorporates by reference the allegations contained in the preceding  
27 paragraphs of this complaint.

28           758. This claim is brought by Plaintiff on behalf of the Pennsylvania Class.



1           759. Honda’s business acts and practices alleged herein constitute unfair,  
2 unconscionable and/or deceptive methods, acts or practices under the Pennsylvania  
3 Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1, *et seq.*  
4 (“PUTPCPL”).

5           760. At all relevant times, Plaintiff and all members of the Pennsylvania Class  
6 were “consumers” within the meaning of the PUTPCPL, 73 P.S. § 201-1.

7           761. Honda’s conduct, as set forth herein, occurred in the conduct of a sale  
8 within the meaning of the PUTPCPL, 73 P.S. § 201-1.

9           762. The practices of Honda, described above, violate the PUTPCPL for, *inter*  
10 *alia*, one or more of the following reasons:

- 11           i. Honda engaged in unconscionable commercial practices in failing to  
12 reveal material facts and information about the Vehicles, which did,  
13 or tended to, mislead Plaintiff and the Pennsylvania Class members  
14 about facts that could not reasonably be known by the consumer;
- 15           ii. Honda failed to reveal facts that were material to the transactions in  
16 light of representations of fact made in a positive manner;
- 17           iii. Honda caused Plaintiff and the Pennsylvania Class members to  
18 suffer a probability of confusion and a misunderstanding of legal  
19 rights, obligations and/or remedies by and through its conduct;
- 20           iv. Honda failed to reveal material facts to Plaintiff and the  
21 Pennsylvania Class members with the intent that Plaintiff and the  
22 Pennsylvania Class members rely upon the omission;
- 23           v. Honda made material representations and statements of fact to  
24 Plaintiff and the Pennsylvania Class that resulted in Plaintiff and the  
25 Pennsylvania Class members reasonably believing the represented  
26 or suggested state of affairs to be other than what they actually were;

- 1 vi. Honda intended that Plaintiff and the other members of the  
2 Pennsylvania Class rely on its and omissions, so that Plaintiff and  
3 other Pennsylvania Class members would purchase the Vehicles;  
4 and  
5 vii. Under all of the circumstances, Honda's conduct in employing these  
6 unfair and deceptive trade practices was malicious, willful, wanton  
7 and outrageous such as to shock the conscience of the community  
8 and warrant the imposition of punitive damages.

9 763. Honda's actions impact the public interest because Plaintiff and members  
10 of the Pennsylvania Class were injured in exactly the same way as thousands of others  
11 purchasing and/or leasing the covered vehicles as a result of and pursuant to Honda's  
12 generalized course of deception.

13 764. Had Plaintiff and other members of the Pennsylvania Class known of the  
14 defective nature of the Vehicles, they would not have purchased or leased the Vehicles  
15 or would have paid less for their them.

16 765. The foregoing acts, omissions and practices proximately caused Plaintiff  
17 and other members of the Pennsylvania Class to suffer an ascertainable loss and actual  
18 damages in the form of, inter alia, overpaying for their Vehicles that have suffered a  
19 diminution in value.

20 766. Honda violated the PUTPCPL by concealing and failing to disclose the  
21 infotainment system defects. Honda had an ongoing duty to Plaintiff and the  
22 Pennsylvania Class to refrain from unfair and deceptive practices under the PUTPCPL  
23 in the course of its business.

24 767. Plaintiff and the Pennsylvania Class suffered ascertainable loss and actual  
25 damages as a direct and proximate result of Honda's concealments, misrepresentations,  
26 and/or failure to disclose material information.

1 768. Defendant is liable to Plaintiff and Pennsylvania Class members for  
2 damages in amounts to be proven at trial, including attorneys' fees, costs, and punitive  
3 damages, as well as injunctive relief enjoining Defendant's unfair and deceptive  
4 practices, and any other just and proper relief.

5 **COUNT XXXVII**  
6 **BREACH OF EXPRESS WARRANTY**  
7 **(BASED ON PENNSYLVANIA LAW)**

8 769. Plaintiff Denaro incorporates by reference all preceding allegations as  
9 though fully set forth herein.

10 770. Plaintiff brings this claim on behalf of the Pennsylvania Class.

11 771. Honda is and was at all relevant times a merchant with respect to motor  
12 vehicles.

13 772. In its New Vehicle Limited Warranty, Honda expressly warranted that it  
14 "will repair or replace any part that is defective in material or workmanship under  
15 normal use" and that "all repairs/replacements made under this warranty are free of  
16 charge."

17 773. Honda's Limited Warranty formed the basis of the bargain that was  
18 reached when Plaintiff and the other Pennsylvania Class members purchased or leased  
19 their Vehicles equipped with an infotainment system from Honda.

20 774. Honda breached the express warranty to repair and/or replace to correct  
21 defects in materials and workmanship of any part supplied by Honda. Honda has not  
22 repaired or replaced, and has been unable to repair or replace, the Vehicles' materials  
23 and workmanship defects.

24 775. Furthermore, the limited warranty of repair and/or replacement of defective  
25 parts, fails in its essential purpose because the contractual remedy is insufficient to make  
26 Plaintiffs and the other Pennsylvania Class members whole and because Honda has  
27 failed and/or has refused to adequately provide the promised remedies within a  
28 reasonable time.

1           776. Accordingly, recovery by Plaintiff and the other Pennsylvania Class  
2 members is not limited to the limited warranty of repair or replacements to parts  
3 defective in materials or workmanship, and Plaintiff, individually and on behalf of the  
4 other Pennsylvania Class members, seeks all remedies as allowed by law.

5           777. Also, as alleged in more detail herein, at the time that Honda warranted and  
6 sold the Vehicles it knew that the Vehicles did not conform to Honda's Limited  
7 Warranty and were inherently defective, and Honda wrongfully and fraudulently  
8 concealed material facts regarding its Vehicles. Plaintiff and the other Pennsylvania  
9 Class members were therefore induced to purchase or lease the Vehicles under false  
10 and/or fraudulent pretenses.

11           778. Moreover, many of the injuries flowing from the Vehicles cannot be  
12 resolved through the limited remedy of replacement or repair, as many incidental and  
13 consequential damages have already been suffered due to Honda's fraudulent conduct  
14 as alleged herein, and due to its failure and/or continued failure to provide such limited  
15 remedy within a reasonable time, and any limitation on Plaintiff's and the other  
16 Pennsylvania Class members' remedies would be insufficient to make Plaintiff and the  
17 other Pennsylvania Class members whole.

18           779. Due to Honda's breach of warranty as set forth herein, Plaintiff and the  
19 other Pennsylvania Class members assert as an additional and/or alternative remedy  
20 revocation of acceptance of the goods, and for a return to Plaintiff and to the other  
21 Pennsylvania Class members of the purchase price of all Vehicles currently owned for  
22 such other incidental and consequential damages as allowed.

23           780. Plaintiff have attempted to have their Vehicles repaired under the warranty.  
24 Honda was also provided notice of these issues by numerous complaints against it,  
25 including the instant Complaint, and by customer complaints, letters, emails and other  
26 communications from Class members and from dealers and other repair facilities.



1 damaged in an amount to be proven at trial, including, but not limited to, benefit-of-the-  
2 bargain damages, restitution and/or diminution of value.

3 **K. Claims Brought on Behalf of the Tennessee Class**

4 **COUNT XXXIX**  
5 **VIOLATION OF TENNESSEE CONSUMER PROTECTION ACT OF 1977**  
6 **(TENN. CODE ANN. § 47-18-101, ET SEQ.)**

7 791. Plaintiff Adam Pryor (“Plaintiff” for purposes of all Tennessee Class  
8 Counts) incorporates by reference all preceding allegations as though fully set forth  
9 herein.

10 792. This claim is brought by Plaintiff on behalf of the Tennessee Class.

11 793. The Tennessee Consumer Protection Act (“Tennessee CPA”) prohibits  
12 “unfair or deceptive acts or practices affecting the conduct of any trade or commerce.”  
13 Tenn. Code § 47-18-104.

14 794. Plaintiff and the Tennessee Class are “natural persons” and “consumers”  
15 within the meaning of Tenn. Code § 4-18-104.

16 795. Defendant is engaged in “trade” or “commerce” or “consumer  
17 transactions” within the meaning of Tenn. Code § 47-18-103(9).

18 796. Defendant’s conduct, as set forth above, occurred in the conduct of trade  
19 or commerce.

20 797. By concealing and failing to disclose the infotainment system defects,  
21 Honda violated the Tennessee CPA. Honda had an ongoing duty to Plaintiff and the  
22 other Tennessee Class members to refrain from unfair and deceptive practices under the  
23 Tennessee CPA in the course of its business.

24 798. Plaintiff and the other Tennessee Class members suffered ascertainable  
25 loss and actual damages as a direct and proximate result of Honda’s concealments,  
26 misrepresentations, and/or failure to disclose material information.

27 799. Pursuant to Tenn. Code §§ 47-18-109 and 47-18-109(a)(3), Plaintiff and  
28 the other Tennessee Class members seek an order enjoining Defendant’s unfair,

1 unlawful, or deceptive practices, declaratory relief, punitive damages, attorneys' fees,  
2 and any other just and proper remedy under the Tennessee CPA.

3 **COUNT XL**  
4 **BREACH OF EXPRESS WARRANTY**  
5 **(BASED ON TENNESSEE LAW)**

6 800. Plaintiff incorporates by reference all preceding allegations as though fully  
7 set forth herein.

8 801. Plaintiff brings this claim on behalf of the Tennessee Class.

9 802. Honda is and was at all relevant times a merchant with respect to motor  
10 vehicles.

11 803. In its New Vehicle Limited Warranty, Honda expressly warranted that it  
12 "will repair or replace any part that is defective in material or workmanship under  
13 normal use" and that "all repairs/replacements made under this warranty are free of  
14 charge."

15 804. Honda's Limited Warranty formed the basis of the bargain that was  
16 reached when Plaintiff and the other Tennessee Class members purchased or leased their  
17 Vehicles equipped with an infotainment system from Honda.

18 805. Honda breached the express warranty to repair and/or replace to correct  
19 defects in materials and workmanship of any part supplied by Honda. Honda has not  
20 repaired or replaced, and has been unable to repair or replace, the Vehicles' materials  
21 and workmanship defects.

22 806. Furthermore, the limited warranty of repair and/or replacement of defective  
23 parts, fails in its essential purpose because the contractual remedy is insufficient to make  
24 Plaintiffs and the other Tennessee Class members whole and because Honda has failed  
25 and/or has refused to adequately provide the promised remedies within a reasonable  
26 time.

27 807. Accordingly, recovery by Plaintiffs and the other Tennessee Class  
28 members is not limited to the limited warranty of repair or replacements to parts

1 defective in materials or workmanship, and Plaintiffs, individually and on behalf of the  
2 other Tennessee Class members, seek all remedies as allowed by law.

3 808. Also, as alleged in more detail herein, at the time that Honda warranted and  
4 sold the Vehicles it knew that the Vehicles did not conform to Honda's Limited  
5 Warranty and were inherently defective, and Honda wrongfully and fraudulently  
6 concealed material facts regarding its Vehicles. Plaintiffs and the other Tennessee Class  
7 members were therefore induced to purchase or lease the Vehicles under false and/or  
8 fraudulent pretenses.

9 809. Moreover, many of the injuries flowing from the Vehicles cannot be  
10 resolved through the limited remedy of replacement or repair, as many incidental and  
11 consequential damages have already been suffered due to Honda's fraudulent conduct  
12 as alleged herein, and due to its failure and/or continued failure to provide such limited  
13 remedy within a reasonable time, and any limitation on Plaintiffs' and the other  
14 Tennessee Class members' remedies would be insufficient to make Plaintiffs and the  
15 other Tennessee Class members whole.

16 810. Due to Honda's breach of warranty as set forth herein, Plaintiff and the  
17 other Tennessee Class members assert as an additional and/or alternative remedy  
18 revocation of acceptance of the goods, and for a return to Plaintiffs and to the other  
19 Tennessee Class members of the purchase price of all Vehicles currently owned for such  
20 other incidental and consequential damages as allowed.

21 811. Honda was provided notice of these issues by numerous complaints against  
22 it, including the instant Complaint, and by customer complaints, letters, emails and other  
23 communications from Class members and from dealers and other repair facilities.

24 812. As a direct and proximate result of Honda's breach of express warranty,  
25 Plaintiff and the other Tennessee Class members have been damaged in an amount to  
26 be determined at trial.



**COUNT XLI**  
**BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY**  
**(TENN. CODE §§ 47-2-314 AND 47-2A-212)**

1  
2  
3       813. Plaintiff incorporates by reference all preceding allegations as though fully  
4 set forth herein.

5       814. Plaintiff brings this claim on behalf of the Tennessee Class.

6       815. Honda was at all relevant times a “merchant” with respect to motor  
7 vehicles under Tenn. Code §§ 47-2-104(1) and 47-2A-103(1)(t), and a “seller” of motor  
8 vehicles under § 47-2-103(1)(d).

9       816. The Vehicles are and were at all relevant times “goods” within the meaning  
10 of Tenn. Code §§ 47-2-105(1) and 47-2A-103(1)(h).

11       817. A warranty that the Vehicles were in merchantable condition and fit for the  
12 ordinary purpose for which vehicles are used is implied by law pursuant to Tenn. Code  
13 §§ 47-2-314 and 47-2A-212.

14       818. These Vehicles, when sold and at all times thereafter, were not in  
15 merchantable condition and are not fit for the ordinary purpose for which cars are used.  
16 Specifically, the Vehicles are inherently defective in that the defects in the Vehicles’  
17 infotainment systems render them unsafe, inconvenient, and imperfect such that  
18 Plaintiffs and the other Tennessee Class members would not have purchased the  
19 Vehicles had they known of the defects.

20       819. Honda knew about the infotainment system defects at the time of purchase,  
21 allowing it to cure their breach of warranty if it chose.

22       820. Honda was provided notice of these issues by numerous complaints against  
23 it, including the instant Complaint, and by customer complaints, letters, emails and other  
24 communications from Class members and from dealers and other repair facilities.

25       821. As a direct and proximate result of Honda’s breach of the implied warranty  
26 of merchantability, Plaintiff and the other Tennessee Class members have been damaged  
27 in an amount to be proven at trial, including, but not limited to, benefit-of-the-bargain  
28 damages, restitution and/or diminution of value.

1 **L. Claims Brought on Behalf of the Texas Class**

2 **COUNT XLII**  
3 **VIOLATIONS OF THE DECEPTIVE TRADE PRACTICES ACT**  
4 **(TEX. BUS. & COM. CODE §§ 17.41, *ET SEQ.*)**

5 822. Plaintiff Srikarthik Subbarao (“Plaintiff” for purposes of all Texas Class  
6 Counts) incorporates by reference all preceding allegations as though fully set forth  
7 herein.

8 823. Plaintiff brings this Count on behalf of the Texas Class.

9 824. Plaintiff and Honda are each “persons” as defined by Tex. Bus. & Com.  
10 Code § 17.45(3). The Vehicles are “goods” under Tex. Bus. & Com. Code § 17.45(1).  
11 Plaintiff and the other Texas Class members are “consumers” as defined in Tex. Bus. &  
12 Com. Code § 17.45(4). Honda has at all relevant times engaged in “trade” and  
13 “commerce” as defined in Tex. Bus. & Com. Code § 17.45(6), by advertising, offering  
14 for sale, selling, leasing, and/or distributing the Vehicles in Texas, directly or indirectly  
15 affecting Texas citizens through that trade and commerce.

16 825. The allegations set forth herein constitute false, misleading, or deceptive  
17 trade acts or practices in violation of Texas’s Deceptive Trade Practices-Consumer  
18 Protection Act (“DTPA”), Tex. Bus. & Com. Code §§ 17.41, *et seq.*

19 826. By failing to disclose and actively concealing the defects in the  
20 infotainment systems in the Vehicles, Honda engaged in deceptive business practices  
21 prohibited by the DTPA, including engaging in acts or practices which are unfair,  
22 misleading, false, or deceptive to the consumer.

23 827. Honda knew that the infotainment systems in the Vehicles were defectively  
24 manufactured, would fail without warning, and were not suitable for their intended use.  
25 Honda nevertheless failed to warn Plaintiff and the other Texas Class members about  
26 these defects despite having a duty to do so.

27 828. Honda owed Plaintiff and the other Texas Class members a duty to disclose  
28 the defective nature of the infotainment systems in the Vehicles, because Honda:

- 1           i)     Possessed exclusive knowledge of the defects rendering the Vehicles
- 2                 more unreliable than similar vehicles;
- 3           ii)    Intentionally concealed the defects associated with the infotainment
- 4                 systems; and/or
- 5           iii)   Made incomplete representations about the characteristics and
- 6                 performance of the infotainment system generally, while purposefully
- 7                 withholding material facts from Plaintiff and the other Texas Class
- 8                 members that contradicted these representations.

9           829. Honda's unfair or deceptive acts or practices were likely to and did in fact  
10 deceive reasonable consumers, including Plaintiff, about the true performance and  
11 characteristics of the Vehicles' infotainment systems.

12           830. Honda's intentional concealment of and failure to disclose the defective  
13 nature of the Vehicles to Plaintiff and the other Texas Class members constitutes an  
14 "unconscionable action or course of action" under Tex. Bus. & Com. Code § 17.45(5)  
15 because, to the detriment of Plaintiff and the other Texas Class members, that conduct  
16 took advantage of their lack of knowledge, ability, and experience to a grossly unfair  
17 degree. That "unconscionable action or course of action" was a producing cause of the  
18 economic damages sustained by Plaintiff and the other Texas Class members.

19           831. Honda is also liable under Tex. Bus. & Com. Code § 17.50(a) because  
20 Honda's breach of the implied warranty of merchantability set forth herein was a  
21 producing cause of economic damages sustained by Plaintiff and the other Texas Class  
22 members.

23           832. As a result of its violations of the DTPA detailed above, Honda caused  
24 actual damage to Plaintiff and, if not stopped, will continue to harm Plaintiff. Plaintiff  
25 currently owns or leases, or within the class period has owned or leased, a Class Vehicle  
26 that is defective. Defects associated with the Vehicles' infotainment systems have  
27 caused the value of Vehicles to decrease.

1 833. All procedural prerequisites, including notice, have been met. The giving  
2 of notice to Honda is rendered impracticable pursuant to Tex. Bus. & Com. Code  
3 § 17.505(b) and unnecessary because Honda has notice of the claims against it through  
4 the numerous complaints filed against it. Pursuant to Tex. Bus. & Com. Code  
5 § 17.505(b), Plaintiff, individually and on behalf of the other Texas Class members, will  
6 send to the Texas Consumer Protection Division a copy of this Complaint.

7 834. Plaintiff and the other Texas Class members sustained damages as a result  
8 of the Honda's unlawful acts and are, therefore, entitled to damages and other relief as  
9 provided under the DTPA.

10 835. Plaintiff and the other Texas Class members should be awarded three times  
11 the amount of their economic damages because Honda intentionally concealed and  
12 failed to disclose the defective nature of the Vehicles.

13 **COUNT XLIII**  
14 **BREACH OF EXPRESS WARRANTY**  
15 **(TEX. BUS. & COM. CODE § 2.313)**

16 836. Plaintiff incorporates by reference all preceding allegations as though fully  
17 set forth herein.

18 837. Plaintiff brings this Count on behalf of the Texas Class.

19 838. Honda is and was at all relevant times a merchant with respect to motor  
20 vehicles under Tex. Bus. & Com. Code § 2.104.

21 839. In its Limited Warranty, Honda expressly warranted that "Honda will  
22 repair or replace any part that is defective in material or workmanship under normal  
23 use" and that "all repairs/replacements made under this warranty are free of charge."

24 840. Honda's Limited Warranty formed the basis of the bargain that was  
25 reached when Plaintiff and the other Texas Class members purchased or leased their  
26 Vehicles equipped with an infotainment system from Honda.

27 841. Honda breached the express warranty to repair and replace to correct  
28 defects in materials and workmanship of any part supplied by Honda. Honda has not

1 repaired or replaced, and has been unable to repair or replace, the Vehicles' materials  
2 and workmanship defects.

3 842. In addition to this Limited Warranty, Honda otherwise expressly warranted  
4 several attributes, characteristics, and qualities of the infotainment system.

5 843. These warranties are only a sampling of the numerous warranties that  
6 Honda made relating to safety, reliability, and operation. Generally, these express  
7 warranties promise heightened, superior, and state-of-the-art safety, reliability,  
8 performance standards, and promote the benefits of the infotainment system. These  
9 warranties were made, inter alia, in advertisements, on Honda's website, and in uniform  
10 statements provided by Honda to be made by salespeople, or made publicly by Honda  
11 executives or by other authorized Honda representatives. These affirmations and  
12 promises were part of the basis of the bargain between the parties.

13 844. These additional warranties were also breached because the Vehicles were  
14 not fully operational, safe, or reliable, nor did they comply with the warranties expressly  
15 made to purchasers or lessees. Honda did not provide at the time of sale, and has not  
16 provided since then, Vehicles conforming to these express warranties.

17 845. Furthermore, the limited warranty of repair and/or adjustments to defective  
18 parts, fails in its essential purpose because the contractual remedy is insufficient to make  
19 Plaintiffs and the other Texas Class members whole and because Honda has failed  
20 and/or has refused to adequately provide the promised remedies within a reasonable  
21 time.

22 846. Accordingly, recovery by Plaintiff and the other Texas Class members is  
23 not limited to the limited warranty of repair or adjustments to parts defective in materials  
24 or workmanship, and Plaintiffs, individually and on behalf of the other Texas Class  
25 members, seek all remedies as allowed by law.

26 847. Also, as alleged in more detail herein, at the time that Honda warranted and  
27 sold the Vehicles it knew that the Vehicles did not conform to the warranties and were  
28

1 inherently defective, and Honda wrongfully and fraudulently misrepresented and/or  
2 concealed material facts regarding its Vehicles. Plaintiff and the other Texas Class  
3 members were therefore induced to purchase or lease the Vehicles under false and/or  
4 fraudulent pretenses.

5 848. Moreover, many of the injuries flowing from the Vehicles cannot be  
6 resolved through the limited remedy of “replacement or adjustments,” as many  
7 incidental and consequential damages have already been suffered due to Honda’s  
8 fraudulent conduct as alleged herein, and due to its failure and/or continued failure to  
9 provide such limited remedy within a reasonable time, and any limitation on Plaintiff’s  
10 and the other Texas Class members’ remedies would be insufficient to make Plaintiff  
11 and the other Texas Class members whole.

12 849. Due to Honda’s breach of warranties as set forth herein, Plaintiff and the  
13 other Texas Class members assert as an additional and/or alternative remedy, as set forth  
14 in Tex. Bus. & Com. Code § 2.711, for a revocation of acceptance of the goods, and for  
15 a return to Plaintiffs and to the other Texas Class members of the purchase price of all  
16 Vehicles currently owned and for such other incidental and consequential damages as  
17 allowed under Tex. Bus. & Com. Code §§ 2.711 and 2.608.

18 850. Plaintiffs have attempted to have their Vehicles repaired under the  
19 warranty. Honda was also provided notice of these issues by numerous complaints  
20 against it, including the instant Complaint, and by customer complaints, letters, emails  
21 and other communications from Class members and from dealers and other repair  
22 facilities.

23 851. As a direct and proximate result of Honda’s breach of express warranties,  
24 Plaintiff and the other Texas Class members have been damaged in an amount to be  
25 determined at trial.

26 **COUNT XLIV**  
27 **BREACH OF IMPLIED WARRANTY**  
28 **(BASED ON TEXAS LAW)**

1           852. Plaintiff incorporates by reference all preceding allegations as though fully  
2 set forth herein.

3           853. Plaintiff brings this Count on behalf of the Texas Class.

4           854. Honda is and was at all relevant times a merchant with respect to motor  
5 vehicles under Tex. Bus. & Com. Code § 2.104.

6           855. A warranty that the Vehicles were in merchantable condition was implied  
7 by law in the instant transactions, pursuant to Tex. Bus. & Com. Code § 2.314. These  
8 vehicles and the infotainment systems in the Vehicles, when sold and at all times  
9 thereafter, were not in merchantable condition and are not fit for the ordinary purpose  
10 for which they are used. Specifically, the Vehicles are inherently defective in that there  
11 are defects in the infotainment system which prevent users from enjoying many features  
12 of the Vehicles they purchased and/or leased and that they paid for; and the infotainment  
13 system was not adequately tested.

14           856. Honda was provided notice of these issues by numerous complaints against  
15 it, including the instant Complaint, and by customer complaints, letters, emails and other  
16 communications from Class members and from dealers and other repair facilities.

17           857. As a direct and proximate result of Honda's breach of the warranties of  
18 merchantability, Plaintiff and the other Texas Class members have been damaged in an  
19 amount to be proven at trial.

20 **M. Claims Brought on Behalf of the Virginia Class**

21 **COUNT XLV**  
22 **VIOLATIONS OF THE VIRGINIA CONSUMER PROTECTION ACT**  
23 **(VA. CODE ANN. §§ 59.1-196, ET SEQ.)**

24           858. Plaintiffs Eric Faden and Hamilton Hines and ("Plaintiffs" for purposes of  
25 all Virginia Class Counts) incorporate by reference all preceding allegations as though  
26 fully set forth herein.

27           859. Plaintiffs bring this Count on behalf of the Virginia Class.

1           860. The Virginia Consumer Protection prohibits “(14) using any . . . deception,  
2 fraud, false pretense, false promise, or misrepresentation in connection with a consumer  
3 transaction[.]” Va. Code Ann. § 59.1-200(A).

4           861. Honda is a “person” as defined by Va. Code Ann. § 59.1-198. The  
5 transactions between Plaintiffs and the other Virginia Class members on one hand and  
6 Honda on the other, leading to the purchase or lease of the Vehicles by Plaintiffs and  
7 the other Virginia Class members, are “consumer transactions” as defined by Va. Code  
8 Ann. § 59.1-198, because the Vehicles were purchased or leased primarily for personal,  
9 family or household purposes.

10           862. In the course of Honda’s business, it willfully failed to disclose and actively  
11 concealed the dangerous risk of infotainment system failure in Vehicles as described  
12 above. Accordingly, Honda engaged in acts and practices violating Va. Code Ann.  
13 § 59.1-200(A), including engaging in conduct likely to deceive.

14           863. Honda’s actions as set forth above occurred in the conduct of trade or  
15 commerce.

16           864. Honda’s conduct proximately caused injuries to Plaintiffs and the other  
17 Virginia Class members.

18           865. Plaintiffs and the other Virginia Class members were injured as a result of  
19 Honda’s conduct in that Plaintiffs and the other Virginia Class members overpaid for  
20 their Vehicles and did not receive the benefit of their bargain, and their Vehicles have  
21 suffered a diminution in value. These injuries are the direct and natural consequence of  
22 Honda’s omissions.

23           866. Honda actively and willfully concealed and/or suppressed the material  
24 facts regarding the defective and unreasonably dangerous nature of the infotainment  
25 system and the Vehicles, in whole or in part, with the intent to deceive and mislead  
26 Plaintiffs and the other Virginia Class members and to induce Plaintiffs and the other  
27 Virginia Class members to purchase or lease Vehicles at a higher price, which did not  
28



1 match the Vehicles' true value. Plaintiffs and the other Virginia Class members  
2 therefore seek treble damages.

3 **COUNT XLVI**  
4 **BREACH OF EXPRESS WARRANTY**  
5 **(VA. CODE ANN. § 8.2-313)**

6 867. Plaintiffs incorporate by reference all preceding allegations as though fully  
7 set forth herein.

8 868. Plaintiffs bring this Count on behalf of the Virginia Class.

9 869. Honda is and was at all relevant times a merchant with respect to motor  
10 vehicles.

11 870. In its New Vehicle Limited Warranty, Honda expressly warranted that it  
12 "will repair or replace any part that is defective in material or workmanship under  
13 normal use" and that "all repairs/replacements made under this warranty are free of  
14 charge."

15 871. Honda's Limited Warranty formed the basis of the bargain that was  
16 reached when Plaintiff and the other Virginia Class members purchased or leased their  
17 Vehicles equipped with an infotainment system from Honda.

18 872. Honda breached the express warranty to repair or replacement to correct  
19 defects in materials and workmanship of any part supplied by Honda. Honda has not  
20 repaired or replaced, and has been unable to repair or replace, the Vehicles' materials  
21 and workmanship defects.

22 873. Furthermore, the limited warranty of repair and/or replacement to defective  
23 parts, fails in its essential purpose because the contractual remedy is insufficient to make  
24 Plaintiffs and the other Virginia Class members whole and because Honda has failed  
25 and/or has refused to adequately provide the promised remedies within a reasonable  
26 time.

27 874. Accordingly, recovery by Plaintiffs and the other Virginia Class members  
28 is not limited to the limited warranty of repair or replacement of parts defective in

1 materials or workmanship, and Plaintiffs, individually and on behalf of the other  
2 Virginia Class members, seek all remedies as allowed by law.

3 875. Also, as alleged in more detail herein, at the time that Honda warranted and  
4 sold the Vehicles it knew that the Vehicles did not conform to Honda's Limited  
5 Warranty and were inherently defective, and Honda wrongfully and fraudulently  
6 concealed material facts regarding its Vehicles. Plaintiffs and the other Virginia Class  
7 members were therefore induced to purchase or lease the Vehicles under false and/or  
8 fraudulent pretenses.

9 876. Moreover, many of the injuries flowing from the Vehicles cannot be  
10 resolved through the limited remedy of replacement or repair, as many incidental and  
11 consequential damages have already been suffered due to Honda's fraudulent conduct  
12 as alleged herein, and due to its failure and/or continued failure to provide such limited  
13 remedy within a reasonable time, and any limitation on Plaintiffs' and the other Virginia  
14 Class members' remedies would be insufficient to make Plaintiffs and the other Virginia  
15 Class members whole.

16 877. Due to Honda's breach of warranty as set forth herein, Plaintiffs and the  
17 other Virginia Class members assert as an additional and/or alternative remedy, as set  
18 forth in Va. Code Ann. § 8.2-608, for a revocation of acceptance of the goods, and for  
19 a return to Plaintiff and to the other Virginia Class members of the purchase price of all  
20 Vehicles currently owned for such other incidental and consequential damages as  
21 allowed under Va. Code Ann. §§ 8.2-711 and 8.2-608.

22 878. Plaintiffs have attempted to have their Vehicles repaired under the  
23 warranty. Honda was also provided notice of these issues by numerous complaints  
24 against it, including the instant Complaint, and by customer complaints, letters, emails  
25 and other communications from Class members and from dealers and other repair  
26 facilities.

1           879. As a direct and proximate result of Honda's breach of express warranty,  
2 Plaintiff and the other Virginia Class members have been damaged in an amount to be  
3 determined at trial.

4   **COUNT XLVII**  
5   **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**  
6   **(VA. CODE ANN. § 8.2-314)**

7           880. Plaintiffs incorporate by reference all preceding allegations as though fully  
8 set forth herein.

9           881. Plaintiffs brings this Count on behalf of the Virginia Class.

10          882. Honda is and was at all relevant times a merchant with respect to motor  
11 vehicles.

12          883. A warranty that the Vehicles were in merchantable condition is implied by  
13 law in the instant transactions.

14          884. These Vehicles, when sold and at all times thereafter, were not in  
15 merchantable condition and are not fit for the ordinary purpose for which cars are used.  
16 Specifically, the Vehicles are inherently defective in that the defects in the Vehicles'  
17 infotainment systems render them unsafe, inconvenient, and imperfect such that  
18 Plaintiffs and the other Virginia Class members would not have purchased the Vehicles  
19 had they known of the defects.

20          885. Honda knew about the infotainment system defects at the time of purchase,  
21 allowing it to cure their breach of warranty if it chose.

22          886. Honda was provided notice of these issues by numerous complaints against  
23 it, including the instant Complaint, and by customer complaints, letters, emails and other  
24 communications from Class members and from dealers and other repair facilities.

25          887. As a direct and proximate result of Honda's breach of the implied warranty  
26 of merchantability, Plaintiffs and the other Virginia Class members have been damaged  
27 in an amount to be proven at trial, including, but not limited to, benefit-of-the-bargain  
28 damages, restitution and/or diminution of value.

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**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs, on their own behalf and on behalf of the Class members, respectfully request judgment against Defendant as follows:

- (A) certifying the proposed Nationwide Class and State Law Classes;
- (B) appointing Plaintiffs and their counsel to represent the Class;
- (C) ordering injunctive relief, restitution, disgorgement, and/or other appropriate relief;
- (D) awarding compensatory, punitive, exemplary, and other recoverable damages;
- (E) awarding reasonable attorney's fees and expenses;
- (F) awarding pre-judgment and post-judgment interest;
- (G) awarding such other and further relief as this Court may deem just and proper.

**JURY DEMAND**

Plaintiffs demand a trial by jury of all issues so triable.

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Dated: July 11, 2019

Respectfully submitted,

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# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Filed in California Over Alleged Honda Infotainment System Defect in 2019-2020 Acura RDX Vehicles](#)

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