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22 **UNITED STATES DISTRICT COURT**  
 23 **SOUTHERN DISTRICT OF CALIFORNIA**

24 TERRI LARSON, JAMESON  
 25 JAUKEN, CHARLES  
 26 KADLUBOWSKI, GEORGE  
 27 WERNER, MARTHA  
 28 VELASQUEZ, DAVID  
 JOSEPHSON, CAROL HARDIFER,  
 CARMINE D'AMATO, CAROL  
 ALLEN, CATHERINE DAVIS,  
 STACY REISER, SUNGWON  
 HAN, ARIKA KUHLMANN, and  
 RIC HEATON, Individually and On  
 Behalf of All Others Similarly  
 Situated,  
  
 Plaintiffs,

Case No. '23CV1238 L BGS

**CLASS ACTION COMPLAINT AND  
 DEMAND FOR JURY TRIAL**

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v.

AMERICAN HONDA MOTOR  
COMPANY, INC., a California  
corporation, and HONDA MOTOR  
COMPANY, LTD, a foreign  
corporation,

Defendants.

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**I. INTRODUCTION**

1. Plaintiffs Terri Larson, Jameson Jauken, Charles Kadlubowski, George Werner, Martha Velasquez, David Josephson, Carol Hardifer, Carmine D’Amato, Carol Allen, Catherine Davis, Stacy Reiser, Sungwon Han, Arika Kuhlmann and Ric Heaton (“Plaintiffs”) bring this action individually and on behalf of all similarly situated persons in the United States (“Class Members”) who purchased or leased any 2012-2014 Honda CR-V vehicle with a 2.4 liter engine, 2012 Honda Accord vehicle with an L4 engine, or 2012-2015 Honda Crosstour vehicle with an L4 engine (collectively, the “Class Vehicles”) that were designed, manufactured, distributed, marketed, sold, and leased by Defendants American Honda Motor Company, Inc. and Honda Motor Company, Ltd. (“Defendants” or “Honda”). Plaintiffs allege as follows upon personal knowledge as to themselves and their experience, and as to all other matters, upon information and belief, including investigation conducted by their attorneys.

2. Defendants knew that the Class Vehicles contain one or more defects in their Variable Timing Control (“VTC”) Actuator, Honda part no. 14310-R44-A01 (the “R44”), that can cause internal engine damage, including, *inter alia*, the stretching of the vehicle’s timing chain and failure of the timing chain tensioner, which can result in catastrophic engine failure (“VTC Defect”). The VTC Defect often causes Class Vehicles to emit a grinding and/or rattling noise at start-up. Honda concluded in 2011, based upon a carefully executed controlled study designed to mimic real-world conditions, that the VTC Defect will cause failure of the timing chain tensioner, a well-known cause of engine failure. Honda also expressly acknowledged in multiple Technical Service Bulletins (“TSBs”) that the R44 Actuator is defective, but, in an egregious violation of its duties under the law, continued

1 to use the defective component throughout the time that it manufactured the  
2 Class Vehicles.

3 3. Honda has developed a replacement VTC Actuator, Honda part  
4 no. 14310-R5A-A01 (the “R5A”), which was introduced after production of  
5 the Class Vehicles concluded as a service part in about February 2016. On  
6 information and belief and based upon the investigation of counsel, the average  
7 cost of an R5A replacement (parts and labor) exceeds \$500. If the timing  
8 chain, timing chain tensioner and related components require replacement, the  
9 repair cost can easily exceed \$1,000. Class Members whose R44 Actuators  
10 fail after warranty expiration must pay out-of-pocket for an R5A replacement.

11 4. The VTC Defect presents an extreme and unreasonable safety  
12 hazard to drivers, passengers and pedestrians because it can cause the Class  
13 Vehicles’ engines to fail, which, in turn, can lead to accidents and/or the  
14 stranding of the Class Vehicles in unsafe locations.

15 5. For example, one vehicle owner complained to the National  
16 Highway Traffic Safety Administration (“NHTSA”) as follows:<sup>1</sup>

17 NHTSA ID No. 11281898 (November 18, 2019): VEHICLE  
18 MADE GRINDING NOISE UPON START-UP OVER SEVERAL  
19 MONTHS. HONDA CLAIMED IT IS NOT DAMAGING THE  
20 ENGINE AND THERE IS NO FIX. ENGINE CONTINUED TO  
21 GRIND AND MY CAR BEGAN HAVING OIL PROBLEMS.  
22 HONDA STILL SAID THERE WAS NO ISSUE AND THEY  
23 WERE NOT RELATED. CAR CONTINUED GRINDING UNTIL  
24 THIS WEEK WHEN ALL LIGHTS ON THE DASHBOARD LIT  
25 UP. I TOOK MY HONDA AND WAS TOLD THE TIMING  
26 CHAIN IS STRETCHED AND IT NEEDS ANOTHER VTC  
ACTUATOR REPLACEMENT (THIS WAS FIXED UNDER  
WARRANTY THREE YEARS AGO). THE CAR COULD HAVE  
STALLED WHILE DRIVING. THIS IS A KNOWN ISSUE

27 <sup>1</sup> Spelling and grammatical errors in consumer complaints reproduced herein remain as  
28 found in the original.

1 THAT HONDA IS REFUSING TO ACKNOWLEDGE OR  
2 RECALL IN HONDA CR-V'S. THEY CHARGED ME \$1800 TO  
3 FIX AN ISSUE KNOWN TO THEM. THIS COULD HAVE  
4 RESULTED IN BODILY INJURY TO MYSELF OR OTHERS IF  
5 THE CAR HAD STALLED WHILE DRIVING. HONDA  
6 SHOULD TAKE RESPONSIBILITY FOR THEIR FAULTY  
7 ENGINES. THERE ARE MULTIPLE COMPLAINTS ON THIS  
8 SAME ISSUE.

9  
10 6. Also by way of example, following complaints were posted on  
11 Edmunds.com related to the CR-V:

12 **Mark Weiss (November 1, 2015):** My 2012 CRV developed a  
13 very common widespread problem in Honda 4 cylinder engines, at  
14 about 49000 miles. A defective vtc actuator which causes a loud  
15 grinding noise at start. This is clearly something that should be  
16 covered by Honda's 5 year 60k power train warranty. Honda claims  
17 they having been researching how to repair it for four years without  
18 success. Meanwhile my vehicle is worthless in trade. just google  
19 crv makes noise at start

20 **J. Hamby (September 4, 2015):** Beware! I have a 2013 CR-V  
21 that has been making a terrible grinding noise since about 6 months  
22 after purchase. Honda Service has diagnosed it as the VTC  
23 Actuator. Noise has become much worse over time and this noise  
24 occurs almost every time I start my vehicle. Very annoying!! I've  
25 been told Honda Motors Tech Division has been working on  
26 coming up with a fix but there is NO FIX at this time. I was  
27 basically told by the Honda Service Dept to drive it till it breaks.  
28 Not what I wanted to hear. This problem has been occurring in  
various Honda vehicles since model year 2008 and they still don't  
have a fix. Why? Why keep producing something with the same  
problems?? Honda won't even attempt to replace the part to see if it  
will remedy the problem, because they say the new part won't fix it.  
If you can't fix it, then you need to replace the car!

**BC (December 20, 2019):** Like so many other owners, the VTC  
actuator failed. Started by making the horrible grinding noise only  
on cold days, but over time it was happening every time I started  
the car. I had two dealerships try to convince me that it was only a

1 noise issue (likely a lie Honda tells their dealers to say so they don't  
2 have to cover it). I had it replaced anyways and they found that my  
3 timing chain had stretched. Great way to spend \$1400...

4 8. Defendants knew the Class Vehicles were defective and not fit for  
5 their intended purpose of providing consumers with safe and reliable  
6 transportation at the time of the sale and thereafter. Defendants have actively  
7 concealed the true nature and extent of the VTC Defect from Plaintiffs and the  
8 other Class Members, and failed to disclose it to them, at the time of purchase  
9 and thereafter. Had Plaintiffs and Class Members known about the VTC  
10 Defect, they would not have purchased the Class Vehicles or would have paid  
11 less for them.

12 9. Despite notice of the VTC Defect from, among other things, pre-  
13 production testing, numerous consumer complaints, warranty data, internal  
14 investigations and dealership repair orders, Defendants have not recalled the  
15 Class Vehicles to repair the Defect and have not offered their customers a  
16 suitable repair or replacement free of charge.

17 10. Honda knew of and concealed the VTC Defect that is contained in  
18 every Class Vehicle, along with the attendant dangerous safety problems and  
19 associated repair costs, from Plaintiffs and Class Members both at the time of  
20 sale and repair and thereafter. As a result of their reliance on Defendants'  
21 omissions and/or misrepresentations, owners and/or lessees of the Class  
22 Vehicles have suffered ascertainable loss of money and property, and/or loss in  
23 value of their Class Vehicle.

## 24 II. PARTIES

### 25 A. Plaintiffs

#### 26 Terri Larson (California)

27 11. Plaintiff Terri Larson resides in San Diego, California. In about  
28 August 2013, Ms. Larson purchased a new 2013 Honda CR-V equipped with a

1 2.4 liter engine from Auto Honda Nation in Costa Mesa, California. Prior to  
2 purchase, Ms. Larson spoke with the dealer sales representative about the  
3 vehicle, inspected the Monroney sticker posted by Honda on the vehicle and  
4 test drove the vehicle. Ms. Larson was never informed by the dealer sales  
5 representative that her vehicle suffered from the VTC Defect and relied upon  
6 this fact in purchasing her vehicle. Had Ms. Larson been informed that her  
7 vehicle suffered from the VTC Defect, she would not have purchased it. Ms.  
8 Larson purchased her vehicle for personal, family or household purposes. Ms.  
9 Larson's vehicle was designed, manufactured, sold, distributed, advertised,  
10 marketed and warranted by Honda.

11 12. Ms. Larson's vehicle started exhibiting the VTC defect towards  
12 the end of 2021. The VTC rattle occurs every day when she starts the vehicle  
13 in the morning.

14 13. At all times, Ms. Larson has driven her vehicle in a foreseeable  
15 manner and in the manner in which it was intended to be used.

16 **Jameson Jauken (Colorado)**

17 14. Plaintiff Jameson Jauken resides in Fort Collins, Colorado. In  
18 about April 2016, Mr. Jauken purchased a used 2012 Honda CR-V equipped  
19 with a 2.4 liter engine from Honda of Greeley in Greeley, Colorado. Prior to  
20 purchase, Mr. Jauken spoke with the dealer sales representative about the  
21 vehicle, inspected the vehicle and test drove the vehicle. Mr. Jauken was  
22 never informed by the dealer sales representative that his vehicle suffered from  
23 the VTC Defect and relied upon this fact in purchasing his vehicle. Had Mr.  
24 Jauken been informed that his vehicle suffered from the VTC Defect, he would  
25 not have purchased it. Mr. Jauken purchased his vehicle for personal, family  
26 or household purposes. Mr. Jauken's vehicle was designed, manufactured,  
27 sold, distributed, advertised, marketed and warranted by Honda.

1           15. During the first winter of ownership (*i.e.*, the winter of 2016-  
2 2017), Mr. Jauken noticed that his vehicle started making a rattling noise at  
3 cold start-up in the morning. The rattling was intermittent and occurred only  
4 about four times during this first winter. During this first winter or shortly  
5 thereafter, Mr. Jauken complained about the rattling noise to a service  
6 technician at Honda of Greeley. The technician said that he could not help Mr.  
7 Jauken because he could not replicate the noise.

8           16. Over time the frequency of the rattling noise gradually increased.  
9 In 2018, Mr. Jauken complained of the rattling noise again to a Honda of  
10 Greeley technician. This discussion occurred approximately a year and a half  
11 after his first complaint. This time, Mr. Jauken was told by Honda of Greeley  
12 that they had never seen the rattle cause any other issues and they did not  
13 recommend any work to address the noise.

14           17. In around May 2021, Mr. Jauken’s check engine light illuminated  
15 (along with multiple other warning lights) and the vehicle began to experience  
16 a loss of power while driving. Concerned for his safety, Mr. Jauken brought  
17 his vehicle back to Honda of Greeley within a few days. Honda of Greeley  
18 replaced the VTC Actuator, timing chain, timing chain tensioner and  
19 associated parts for which Mr. Jauken paid \$1,677.72 out-of-pocket. The  
20 repair order from this visit notes: “FOUND TIMING CHAIN TENSIONER  
21 TO HAVE FAILED CAUSING CHAIN TO SLACK AND THROW ENGINE  
22 LIGHT WITH CAM FAZER TIMING.”

23           18. At all times, Mr. Jauken has driven his vehicle in a foreseeable  
24 manner and in the manner in which it was intended to be used.

25           **Charles Kadlubowski (Connecticut)**

26           19. Plaintiff Charles Kadlubowski resides in Windsor Locks,  
27 Connecticut. In about September 2013, Mr. Kadlubowski purchased a new  
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1 2014 Honda CR-V equipped with a 2.4 liter engine from Lia Honda of Enfield  
2 in Enfield, Connecticut. Prior to purchase, Mr. Kadlubowski spoke with the  
3 dealer sales representative about the vehicle, inspected the Monroney sticker  
4 posted by Honda on the vehicle and test drove the vehicle. Mr. Kadlubowski  
5 was never informed by the dealer sales representative that his vehicle suffered  
6 from the VTC Defect and relied upon this fact in purchasing his vehicle. Had  
7 Mr. Kadlubowski been informed that his vehicle suffered from the VTC  
8 Defect, he would not have purchased it. Mr. Kadlubowski purchased his  
9 vehicle for personal, family or household purposes. Mr. Kadlubowski's  
10 vehicle was designed, manufactured, sold, distributed, advertised, marketed  
11 and warranted by Honda.

12 20. Mr. Kadlubowski's vehicle began to experience the VTC Defect  
13 in 2022, rattling upon initial start-up in cold weather.

14 21. At all times, Mr. Kadlubowski has driven his vehicle in a  
15 foreseeable manner and in the manner in which it was intended to be used.

16 **George Werner (Florida)**

17 22. Plaintiff George Werner resides in Port Orange, Florida. In about  
18 April 2014, Mr. Werner purchased a new 2014 Honda CR-V equipped with a  
19 2.4 liter engine from Hendricks Honda in Daytona Beach, Florida. Prior to  
20 purchase, Mr. Werner spoke with a dealer sales representative about the  
21 vehicle, inspected the Monroney sticker posted by Honda on the vehicle and  
22 test drove the vehicle. Mr. Werner was never informed by the dealer sales  
23 representative that the vehicle suffered from the VTC Defect and relied on this  
24 fact in purchasing his vehicle. Had Mr. Werner been informed that his vehicle  
25 suffered from the VTC Defect, he would not have purchased it. Mr. Werner  
26 purchased his vehicle for personal, family or household purposes. Mr.  
27 Werner's vehicle was designed, manufactured, sold, distributed, advertised,  
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1 marketed and warranted by Honda.

2 23. Mr. Werner's vehicle began exhibiting the VTC Defect in 2020.  
3 Mr. Werner hears a brief rattling sound on initial cold start-up in the morning,  
4 particularly during cold weather. Mr. Werner called Hendricks Honda about  
5 the noise when his vehicle first started rattling but was told that it was not  
6 something to be concerned about.

7 24. At all times, Mr. Werner has driven his vehicle in a foreseeable  
8 manner and in the manner in which it was intended to be used.

9 **Martha Velasquez (Massachusetts)**

10 25. Plaintiff Martha Velasquez resides in Revere, Massachusetts. In  
11 2016, Ms. Velasquez purchased a used 2014 Honda CR-V equipped with a 2.4  
12 liter engine from Route 128 Honda in Reading, Massachusetts. Prior to  
13 purchase, Ms. Velasquez spoke with the dealer sales representative about the  
14 vehicle, inspected the window sticker posted on the vehicle and test drove the  
15 vehicle. Ms. Velasquez was never informed by the dealer sales representative  
16 that her vehicle suffered from the VTC Defect and relied upon this fact in  
17 purchasing her vehicle. Had Ms. Velasquez been informed that her vehicle  
18 suffered from the VTC Defect, she would not have purchased it. Ms.  
19 Velasquez purchased her vehicle for personal, family or household purposes.  
20 Ms. Velasquez's vehicle was designed, manufactured, sold, distributed,  
21 advertised, marketed and warranted by Honda.

22 26. Ms. Velasquez's vehicle began to exhibit the VTC Defect in 2022.  
23 The vehicle emits a grinding sound for several seconds on nearly every initial  
24 cold start-up.

25 27. At all times, Ms. Velasquez has driven her vehicle in a foreseeable  
26 manner and in the manner in which it was intended to be used.

27 **David Josephson (Minnesota)**

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1           28. Plaintiff David Josephson resides in West Lakeland, Minnesota.  
2 In 2015, Mr. Josephson purchased a used 2014 Honda CR-V equipped with a  
3 2.4 liter engine from Inver Grove Honda, in Inver Grove, Minnesota. Prior to  
4 purchase, Mr. Josephson spoke with the dealer sales representative about the  
5 vehicle, inspected the window sticker posted on the vehicle and test drove the  
6 vehicle. Mr. Josephson was never informed by the dealer sales representative  
7 that his vehicle suffered from the VTC Defect and relied upon this fact in  
8 purchasing his vehicle. Had Mr. Josephson been informed that his vehicle  
9 suffered from the VTC Defect, he would not have purchased it. Mr. Josephson  
10 purchased his vehicle for personal, family or household purposes. Mr.  
11 Josephson's vehicle was designed, manufactured, sold, distributed, advertised,  
12 marketed and warranted by Honda.

13           29. Mr. Josephson's vehicle began to exhibit the VTC Defect in about  
14 2017, rattling for several seconds on initial startup, particularly in cold  
15 weather. Initially the sound was intermittent and only occurred in the winter;  
16 it became more frequent and louder over time. In about January 2023, Mr.  
17 Josephson returned to Grove Honda and was quoted \$1,326.83 to have his  
18 VTC Actuator replaced.

19           30. At all times, Mr. Josephson operated his vehicle in a foreseeable  
20 manner and in the manner in which it was intended to be used.

21           **Carol Hardifer (New Jersey)**

22           31. Plaintiff Carol Hardifer resides in Wrights Town, New Jersey. In  
23 about October 2013, Ms. Hardifer purchased a new 2014 Honda CR-V  
24 equipped with a 2.4 liter engine from Hamilton Honda in Hamilton Township,  
25 New Jersey. Prior to purchase, Ms. Hardifer spoke with the dealer sales  
26 representative about the vehicle, inspected the Monroney sticker posted by  
27 Honda on the vehicle and test drove the vehicle. Ms. Hardifer was never  
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1 informed by the dealer sales representative that her vehicle suffered from the  
2 VTC Defect and relied upon this fact in purchasing her vehicle. Had Ms.  
3 Hardifer been informed that her vehicle suffered from the VTC Defect, she  
4 would not have purchased it. Ms. Hardifer purchased her vehicle for personal,  
5 family or household purposes. Ms. Hardifer's vehicle was designed,  
6 manufactured, sold, distributed, advertised, marketed and warranted by Honda.

7 32. Ms. Hardifer's vehicle also exhibits the tell-tale symptom of the  
8 VTC Defect—a brief, loud rattling noise on initial start-up, particularly in cold  
9 weather. Although the rattle was occasional when it first began, it has become  
10 more frequent and louder over time.

11 33. At all times, Ms. Hardifer operated her vehicle in a foreseeable  
12 manner and in the manner in which it was intended to be used.

13 **Carmine D'Amato (New York)**

14 34. Plaintiff Carmine D'Amato resides in Yonkers, New York. In  
15 2014, Mr. Damato purchased a new 2014 Honda CR-V equipped with a 2.4 liter  
16 engine from Yonkers Honda in Yonkers, New York. Prior to purchase, Mr.  
17 D'Amato spoke with the dealer sales representative about the vehicle, inspected  
18 the Monroney sticker posted by Honda on the vehicle and test drove the vehicle.  
19 Mr. D'Amato was never informed by the dealer sales representative that his  
20 vehicle suffered from the VTC Defect and relied upon this fact in purchasing his  
21 vehicle. Had Mr. D'Amato been informed that his vehicle suffered from the  
22 VTC Defect, he would not have purchased it. Mr. D'Amato purchased the  
23 vehicle for personal, family or household purposes. Mr. D'Amato's vehicle was  
24 designed, manufactured, sold, distributed, advertised, marketed and warranted  
25 by Honda.

26 35. Mr. D'Amato's exhibits the VTC Defect regularly during cold  
27 startup. Mr. D'Amato hears a brief rattling sound on initial startup in the  
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1 morning. In about November or December of 2022, Mr. D’Amato took his  
2 vehicle to Yonkers Honda and complained about the rattling sound but was told  
3 there was no recall and offered no relief.

4 36. At all times, Mr. D’Amato has driven his vehicle in a foreseeable  
5 manner and in the manner in which it was intended to be used.

6 **Carol Allen (North Carolina)**

7 37. Plaintiff Carol Allen resides in Raleigh, North Carolina. In 2014,  
8 Ms. Allen purchased a new 2014 Honda CR-V equipped with a 2.4 liter engine  
9 from Crown Honda in Durham, North Carolina. Prior to purchase, Ms. Allen  
10 spoke with the dealer sales representative about the vehicle, inspected the  
11 Monroney sticker posted by Honda on the vehicle and test drove the vehicle.  
12 Ms. Allen was never informed by the dealer sales representative that her vehicle  
13 suffered from the VTC Defect and relied upon this fact in purchasing her  
14 vehicle. Had Ms. Allen been informed that her vehicle suffered from the VTC  
15 Defect, she would not have purchased it. Ms. Allen purchased her vehicle for  
16 personal, family or household purposes. Ms. Allen’s vehicle was designed,  
17 manufactured, sold, distributed, advertised, marketed and warranted by Honda.

18 38. Ms. Allen’s vehicle first began to exhibit the VTC Defect in 2017;  
19 the rattle was intermittent at that time. In about December 2017, Ms. Allen took  
20 her vehicle to Crown Honda and complained about the rattling, but was offered  
21 no relief by the dealer who claimed it could not replicate the noise and did not  
22 advise her that it posed any problem. The rattle became more frequent over  
23 time and in 2021 Ms. Allen was advised for the first time by an independent  
24 mechanic that the issue was the VTC Actuator. Ms. Allen promptly took her  
25 vehicle back to Crown Honda and had the part replaced at an out-of-pocket cost  
26 of \$990.63.

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1           39. At all times, Ms. Allen has driven her vehicle in a foreseeable  
2 manner and in the manner in which it was intended to be used.

3           **Catherine Davis (Ohio)**

4           40. Plaintiff Catherine Davis resides in Portsmouth, Ohio. In 2014,  
5 Ms. Davis purchased a new Honda CR-V equipped with a 2.4 liter engine from  
6 Lindsey Honda in Columbus, Ohio. Prior to purchase, Ms. Davis spoke with the  
7 dealer sales representative about the vehicle, inspected the Monroney sticker  
8 posted by Honda on the vehicle and test drove the vehicle. Ms. Davis was never  
9 informed by the dealer sales representative that her vehicle suffered from the  
10 VTC Defect and relied upon this fact in purchasing her vehicle. Had Ms. Davis  
11 been informed that her vehicle suffered from the VTC Defect, she would not  
12 have purchased it. Ms. Davis purchased her vehicle for personal, family or  
13 household purposes. Ms. Davis's vehicle was designed, manufactured, sold,  
14 distributed, advertised, marketed and warranted by Honda.

15           41. Ms. Davis's vehicle began to exhibit the VTC Defect within  
16 approximately the last two years. At first, the vehicle only rattled intermittently  
17 on initial startup. The frequency has increased over time, and the rattle happens  
18 often now on initial startup.

19           42. At all times, Ms. Davis has driven her vehicle in a foreseeable  
20 manner and in the manner in which it was intended to be used.

21           **Stacy Reiser (Pennsylvania)**

22           43. Plaintiff Stacy Reiser resides in Jackson Center, Pennsylvania. In  
23 or around August 2019, Ms. Reiser purchased a used 2012 Honda CR-V  
24 equipped with a 2.4 liter engine from Shenango Honda in Hermitage,  
25 Pennsylvania. Prior to purchase, Ms. Reiser spoke with the dealer sales  
26 representative about the vehicle, inspected the window sticker posted on the  
27 vehicle and test drove the vehicle. Ms. Reiser was never informed by the dealer  
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1 sales representative that her vehicle suffered from the VTC Defect and relied  
2 upon this fact in purchasing her vehicle. Had Ms. Reiser been informed that her  
3 vehicle suffered from the VTC Defect, she would not have purchased it. Ms.  
4 Reiser purchased her vehicle for personal, family or household purposes. Ms.  
5 Reiser's vehicle was designed, manufactured, sold, distributed, advertised,  
6 marketed and warranted by Honda.

7 44. In about March 2020, Ms. Reiser's vehicle began exhibiting a loud  
8 rattling noise on start-up, particularly in cold weather. At first the rattling was  
9 intermittent, but it became more frequent over time. In about October 2020 Ms.  
10 Reiser brought her vehicle Shenango Honda and was told that the rattling was  
11 the VTC Actuator. Ms. Reiser was further told by the Shenango service advisor  
12 that her timing chain had worn and was loose and needed replacement because  
13 if it broke the engine would fail. Ms. Reiser paid \$1,789.88 out-of-pocket for  
14 replacement of her VTC Actuator, timing chain, timing chain tensioner and  
15 related parts.

16 45. At all times, Ms. Reiser has driven her vehicle in a foreseeable  
17 manner and in the manner in which it was intended to be used.

18 **Sungwon Han (Texas)**

19 46. Plaintiff Sungwon Han resides in Coppel, Texas. In 2014, Mr.  
20 Han purchased a new 2014 Honda CR-V equipped with a 2.4 liter engine from  
21 McDavid Honda in Irving, Texas. Prior to purchase, Mr. Han researched the  
22 2014 CR-V on the internet, including on Honda's website. Mr. Han also spoke  
23 with the dealer sales representative about the vehicle, inspected the Monroney  
24 sticker posted by Honda on the vehicle and test drove the vehicle. Mr. Han  
25 was never informed by the dealer sales representative that his vehicle suffered  
26 from the VTC Defect and relied upon this fact in purchasing his vehicle. Had  
27 Mr. Han been informed that his vehicle suffered from the VTC Defect, he  
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1 would not have purchased it. Mr. Han purchased his vehicle for personal,  
2 family or household purposes. Mr. Han's vehicle was designed, manufactured,  
3 sold, distributed, advertised, marketed and warranted by Honda.

4 47. Sometime in about 2019, Mr. Han's vehicle began to experience  
5 the VTC Defect, emitting a rattling noise at initial startup when it was cold  
6 outside. Mr. Han brought his vehicle to AutoNation Honda in Lewisville,  
7 Texas in January 2021 and again in November 2021 to complain about the  
8 rattling, but AutoNation claimed it was unable to duplicate the sound and, as a  
9 result, did nothing. Finally, in January 2022, AutoNation diagnosed the issue  
10 as the VTC Actuator which Mr. Han paid AutoNation \$1,344.29 out-of-pocket  
11 to repair on about January 31, 2022.

12 48. At all times, Mr. Han has driven his vehicle in a foreseeable  
13 manner and in the manner in which it was intended to be used.

14 **Arika Kuhlmann (Texas)**

15 49. Plaintiff Arika Kuhlmann resides in Spokane, Washington. In  
16 about 2014 Ms. Kuhlmann purchased a new 2014 Honda CR-V equipped with  
17 a 2.4 liter engine from McDavid Honda in Irving, Texas. Prior to purchase,  
18 Ms. Kuhlmann spoke with the dealer sales representative about the vehicle,  
19 inspected the Monroney sticker posted by Honda on the vehicle and test drove  
20 the vehicle. Ms. Kuhlmann was never informed by the dealer sales  
21 representative that her vehicle suffered from the VTC Defect and relied upon  
22 this fact in purchasing her vehicle. Had Ms. Kuhlmann been informed that her  
23 vehicle suffered from the VTC Defect, she would not have purchased it. Ms.  
24 Kuhlmann purchased her vehicle for personal, family or household purposes.  
25 Ms. Kuhlmann's vehicle was designed, manufactured, sold, distributed,  
26 advertised, marketed and warranted by Honda.

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1           50. Ms. Kuhlmann’s vehicle began to experience the VTC Defect  
2 approximately three years ago. At that time she began to hear a brief, loud  
3 rattling sound at initial startup. The rattling was intermittent and occurred most  
4 often when it is cold outside. The frequency of the rattle has increased over time  
5 and occurs now with regularity.

6           51. At all times, Ms. Kuhlmann operated her vehicle in a foreseeable  
7 manner and in the manner in which it was intended to be used.

8           **Ric Heaton (Washington)**

9           52. Plaintiff Ric Heaton resides in Shoreline, Washington. In 2013,  
10 Mr. Heaton purchased a new 2013 Honda CR-V equipped with a 2.4 liter engine  
11 from Lynnwood Honda in Lynnwood, Washington. Prior to purchase, Mr.  
12 Heaton performed online research, including visiting Honda’s website as well as  
13 several Honda dealer websites and websites maintained by Kelly Bluebook and  
14 Consumer reports; spoke with the dealer sales representative about the vehicle;  
15 inspected the Monroney sticker posted by Honda on the vehicle; and test drove  
16 the vehicle. Mr. Heaton was never informed by the dealer sales representative  
17 that his vehicle suffered from the VTC Defect and relied upon this fact in  
18 purchasing his vehicle. Had Mr. Heaton been informed that his vehicle suffered  
19 from the VTC Defect, he would not have purchased it. Mr. Heaton purchased  
20 his vehicle for personal, family or household purposes. Mr. Heaton’s vehicle  
21 was designed, manufactured, sold, distributed, advertised, marketed and  
22 warranted by Honda.

23           53. In or around mid 2022, Mr. Heaton’s vehicle began to exhibit the  
24 VTC Defect. Like the other Plaintiffs’ vehicles, Mr. Heaton’s vehicle  
25 intermittently exhibits a brief rattling sound on initial startup. Mr. Heaton  
26 contacted a local Honda dealer concerning the issue but was told there was no  
27 recall and was not advised that it would in any way harm his vehicle.

28

1           54. At all times, Mr. Heaton has driven his vehicle in a foreseeable  
2 manner and in the manner in which it was intended to be used.

3 **B. Defendants**

4           55. Defendant, American Honda Motor Company, Inc. is a California  
5 corporation with its principal place of business located at 1919 Torrance Blvd.,  
6 Torrance, CA 90501 and doing business in California and throughout the  
7 United States.

8           56. Defendant Honda Motor Co., Ltd., is a Japanese corporation with  
9 its principal place of business in Tokyo, Japan and the parent company of  
10 American Honda Motor Company, Inc.

11           57. Defendants are responsible for the design, manufacture,  
12 distribution, marketing, sale and lease of the Class Vehicles.

13           58. Whenever, in this Complaint, reference is made to any act, deed or  
14 conduct of Defendants, the allegation means that Defendants engaged in the  
15 act, deed, or conduct by or through one or more of their officers, directors,  
16 agents, employees or representatives who was actively engaged in the  
17 management, direction, control, or transaction of the ordinary business and  
18 affairs of the Defendants.

19 **III. JURISDICTION**

20           59. This is a class action.

21           60. This Court has subject matter jurisdiction over this action under  
22 the Class Action Fairness Act, 28 U.S.C. § 1332(d). The aggregated claims of  
23 the individual class members exceed the sum value of \$5,000,000, exclusive of  
24 interest and costs. At least one Class Member is a citizen of a state other than  
25 Defendant American Honda Motor Company, Inc.'s state of residence, and  
26 Defendant Honda Motor Company, Ltd. is a citizen or subject of a foreign  
27 nation.  
28



1 compression, a spark plug creates a strong spark and ignites the air and fuel,  
2 creating a small explosion that propels the piston back down. This is called the  
3 power stroke. Finally, as the piston rises, the exhaust valve is pushed open so  
4 the burnt fuel and air can be pushed out of the engine. This is called the  
5 exhaust stroke.

6 66. The part of the engine that opens the intake valves is called the  
7 camshaft, which is driven by the crankshaft through a chain called the timing  
8 chain. There are timing chain sprockets on the camshaft and the crankshaft  
9 with teeth that engage with the links of the chain. It is necessary to keep the  
10 timing chain tight as the engine is running to make sure that the valves all open  
11 and close at exactly the right time. This is accomplished by using durable  
12 plastic chain guides, one or more of which is pressed against the chain by use  
13 of springs and oil pressure.

14 67. The VTC Actuator is the timing chain sprocket on the camshaft.  
15 In contrast to a typical sprocket that would necessarily turn the camshaft in  
16 unison with the crankshaft, the VTC Actuator adjusts the rotational position of  
17 the camshaft relative to the timing chain, crankshaft and pistons. It causes the  
18 camshaft (and thereby the intake valves) to “advance,” or get a little bit ahead  
19 of the pistons when the engine is running faster and more power is required. It  
20 also allows the camshaft to lag behind the pistons, or “retard” as the engine is  
21 slowing down and under little or no load. The VTC Actuator is able to do this  
22 because it is comprised of an inner section (rotor) and an outer section  
23 (housing) that move relative to one another based on oil pressure provided by  
24 the engine, enabling it to constantly adjust the rotation of the camshaft. When  
25 the engine is turned off oil pressure rapidly drops to zero and the VTC  
26 Actuator is designed to “lock” in place by means of a spring-loaded pin which  
27 temporarily disables the VTC Actuator’s variable function, essentially causing  
28

1 it to behave like a regular solid sprocket. This is done because as the engine  
2 starts, it takes a few seconds to build up oil pressure in the engine so that the  
3 VTC Actuator can properly function.

4 68. As a result of the VTC Defect, the locking pin in the Class  
5 Vehicles' VTC Actuators disengages prematurely for several seconds upon  
6 initial start-up while oil pressure is building up in the engine, allowing the  
7 VTC rotor to move back and forth and violently slam into the housing. This,  
8 in turn, causes the timing chain (which is wrapped around the housing) to  
9 tighten and slacken repeatedly when the vehicle is turned on, with the chain  
10 impacting the teeth of the camshaft sprocket (i.e., the VTC Actuator),  
11 crankshaft sprocket, and "slapping" the polymer timing chain guides as it  
12 rattles around. This force, in turn, is transferred to the timing chain tensioner.  
13 Whenever timing chain rattle occurs, all of these components, including the  
14 timing chain, the guides and the timing chain tensioner are being subjected to  
15 impact loads for which they were not designed. After repeated exposure to  
16 these impact loads, the timing chain will stretch as the links and pins are worn  
17 and deformed, the polymer guides will wear, which increases the slack of the  
18 timing chain and lowers the spring force of the guides against the chain. In  
19 addition, the repeated slapping of the timing chain caused by the VTC rattle  
20 will cause premature failure of the timing chain tensioner which will also  
21 increase the slack of the timing chain. If the timing chain fails, the intake  
22 valves stop moving while the engine is turning, and the intake valves will  
23 collide with the pistons, destroying the engine and bringing the car to an  
24 instant stop. If the timing chain tensioner fails or part of a timing chain guide  
25 fails, like the polymer portion separating from the steel backing frame, the  
26 chain can "jump-time", which can also cause a collision of the intake valves  
27 and pistons with the same instantly fatal result. On information and belief, it is  
28

1 because of these serious consequences that Honda dealers routinely  
2 recommend costly replacement of malfunctioning VTC Actuators and  
3 associated timing components.

4 69. The VTC Actuator that is the subject of this case, the R44 VTC  
5 Actuator, was first introduced in the 2008 Honda Accord which went on sale  
6 around the Fall of 2007. The R44 was installed in all Class Vehicles, was of  
7 the same basic design throughout time and, as a result, prone to fail in the same  
8 manner in all Class Vehicles. Throughout time, the R44 Actuator has consisted  
9 of a special two-piece sprocket with inner and outer sections that move relative  
10 to each other to adjust the rotational position of the camshaft. Throughout  
11 time, the R44 Actuator has employed the same basic design that relies upon a  
12 spring powered pin locking mechanism to disable the variable function when  
13 the engine is turned off and oil pressure goes to zero. And throughout time,  
14 the R44 Actuator's spring powered pin locking mechanism has malfunctioned  
15 at startup, failing to consistently engage and disable the variable function,  
16 resulting in the VTC rattle. Honda repeatedly acknowledged the existence of  
17 the VTC Defect, but continued to employ the same basic design throughout the  
18 Class Period, and not surprisingly the Class Vehicles have continued to  
19 experience the Defect in the same way throughout the Class Period.

20

21 **B. Honda's Pre-Sale Knowledge of the VTC Defect**

22 70. Honda knew that the R44 Actuator was defective, and that the  
23 defect posed a safety risk, when it sold the Class Vehicles.

24 71. Honda has sold, directly or indirectly through dealers and other  
25 retail outlets, thousands of Class Vehicles in California.

26 72. Honda became aware of the VTC Defect through sources not  
27 available to Plaintiffs and Class Members, including, but not limited to: pre-

28

1 production testing, pre-production design failure mode and analysis data,  
2 production design failure mode and analysis data, early consumer complaints  
3 made exclusively to Honda's network of dealers and directly to Honda,  
4 aggregate warranty data compiled from Honda's network of dealers, testing  
5 conducted by Honda in response to consumer complaints, and repair order and  
6 parts data received by Honda from Honda's network of dealers.

7 73. During the pre-release process of designing, manufacturing,  
8 engineering, and testing the Class Vehicles, which would necessarily have  
9 taken place prior to 2012, Honda, directly and/or through its agents or  
10 affiliated companies in the supply chain, necessarily would have gained  
11 comprehensive and exclusive knowledge about the Class Vehicles' VTC  
12 Actuator, including, but not limited to: performance under various operating  
13 conditions; the basic engineering principles behind the VTC Actuator design;  
14 the forces and stresses the VTC Actuator would face; when and how the VTC  
15 Actuator would experience performance problems or fail; and, the cumulative  
16 and specific impacts on the VTC Actuator caused by wear and use, the passage  
17 of time, driver habits, environmental factors, etc.

18 74. An adequate pre-release analysis of the design, manufacturing,  
19 engineering and testing of the VTC Actuator used for the Class Vehicles would  
20 have revealed to Honda that the Class Vehicles' VTC Actuator does not  
21 operate properly and is not fit for its intended use. Thus, during the pre-release  
22 design stage of the Class Vehicles, Honda would have known that the VTC  
23 Actuator in the Class Vehicles was defective and would pose a safety risk to  
24 owners/lessees and the motoring public.

25 75. Honda also would have known about the VTC Defect because of a  
26 higher than expected number of warranty repairs attempted and replacement  
27 components ordered from Honda, which should have alerted Honda that the  
28



1 VTC Actuator was defective. Upon information and belief, Honda service  
2 centers use Honda replacement parts that they order directly from Honda, and  
3 all warranty repair attempts are logged into a centralized database to which  
4 Honda has access. Therefore, Honda would have detailed and accurate data  
5 regarding the number and frequency of replacement part orders and warranty  
6 repair attempts. The ongoing high number of warranty repair attempts and  
7 sales of replacement parts was known to Honda and would have alerted Honda  
8 that its VTC Actuator was defective and posed a safety risk early on.

9 76. Additionally, Honda also knew about the VTC Defect because of  
10 numerous consumer complaints regarding grinding and/or rattling noises as  
11 well as the Class Vehicles stalling and or losing power that were made directly  
12 to Honda, the large number of complaints, and the consistency of their  
13 descriptions of the grinding and/or rattling noises, alerted Honda to this serious  
14 Defect affecting the Class Vehicles. Upon information and belief, many Class  
15 Vehicle owners complained directly to Honda and Honda dealerships and  
16 service centers about the repeated VTC Actuator problems their vehicles  
17 experienced.

18 77. A 2011 Honda study concerning the impact of a defective R44  
19 VTC Actuator on the timing chain tensioner concluded that a defective R44  
20 VTC Actuator *will cause* the vehicles' timing chain tensioner to fail. A 2011  
21 Honda Quality Improvement Sheet issued in conjunction with the 2011  
22 tensioner study described the failure mechanism as follows: "As the VTC  
23 hammers back & forth, the timing chain begins to slap. The tensioner receives  
24 the force against the plunger and pushes back against the tensioner cam.  
25 Repeated hammering causes the cam & plunger teeth to wear. Once the teeth  
26 become worn, the tensioner locking capability is lost. This allows the plunger  
27 to move freely & the timing chain to slap."  
28



1           78. It is common knowledge in the automotive industry that a failed  
2 timing chain tensioner will ultimately cause engine failure if not remedied.  
3 Honda's own expert, Jason Arst, has conceded that a worn tensioner would  
4 worsen the deterioration of other parts: "If you wear" the tensioner teeth  
5 "down, you're going to cause accelerated failure of parts, absolutely." Mr.  
6 Arst additionally testified that tensioner damage could ultimately lead to  
7 engine components losing synchronicity, which in turn could cause an engine  
8 to "jump[] time." That is, "the sprocket and chain relationship is no longer the  
9 way you want it or the way it should be. So you get sort of an out of alignment  
10 between where the two items are supposed to be...And so therefore your  
11 timing is going to be different than the way it should be." Mr. Arst added,  
12 "[a]t some point, you're going to—if you keep jumping time and keep jumping  
13 time, then you could get into a situation where you have interference between  
14 parts. And then the engine would stop running at that point."

15           79. Thus, Honda possessed conclusive proof no later than 2011 that  
16 the VTC Defect could cause engine failure.

17           80. A chain of TSBs quietly issued by Honda to its dealers evidences  
18 its early knowledge of the VTC Defect as well as the continuing nature of the  
19 problem.

20           81. For example, on October 21, 2011, Honda issued TSB 09-010  
21 titled "Engine Rattles at Cold Start-Up" applicable to 2008-2009 Honda  
22 Accord vehicles. This TSB states, in pertinent part:

23                   **SYMPTOM**

24                   At cold start-up the engine rattles loudly for 2 seconds.

25                   **PROBABLE CAUSE**

26                   The variable valve timing control (VTC) actuator is defective.

27                   **CORRECTIVE ACTION**

28

1 Use the repair procedure in this service bulletin to replace the VTC  
2 Actuator...

3 This TSB identifies the defective VTC Actuator as part number 14310-R44-  
4 A01. A copy of this TSB is attached hereto as **Exhibit 2**.

5 82. The following year on October 6, 2012, Honda issued an updated  
6 version of TSB 09-010 further evidencing its knowledge of the VTC Defect.  
7 This service bulletin titled “Engine Rattles at Cold Star-Up” is applicable to  
8 the 2008 through 2012 Accord and 2007 through 2012 CR-V vehicles and  
9 states:

10 **SYMPTOM**

11 At cold start-up the engine rattles loudly for 2 seconds.

12 **PROBABLE CAUSE**

13 The variable valve timing control (VTC) actuator is defective.

14 **CORRECTIVE ACTION**

15 Replace the VTC Actuator...

16 This TSB identifies the defective VTC Actuator for the 2008-2012 Accord and  
17 the 2012 CR-V as part number 14310-R44-A01. A copy of this TSB is  
18 attached hereto as **Exhibit 3**.

19 83. In or about November 2015 Honda released ServiceNews Article  
20 A15110E Version 1 titled “Engine Rattle at Cold Start in Cold Weather”  
21 applicable to 2008-2012 Honda Accord vehicles, 2012-2015 Honda Crosstour  
22 vehicles and 2012-2014 Honda CR-V vehicles. This document states that if  
23 the engine rattles at cold startup for 1 to 2 seconds when it’s cold outside  
24 “Chances are the VTC Actuator is the culprit.” This document goes on to  
25 caution, however, that “simply replacing the VTC Actuator using current parts  
26 stock **won’t** work” and that it is expected counter measured parts will be  
27 available the next year. *Id.* (emphasis in original). A copy of this document is  
28 attached hereto as **Exhibit 4**.

1           84. In or about February 13, 2016, Honda issued TSB 16-012 titled  
2 “Engine Rattles at Cold Start-Up” applicable to 2013-2014 Honda CR-V  
3 vehicles and 2013-2015 Honda Crosstour vehicles. This Service Bulletin  
4 states, in pertinent part:

5           **SYMPTOM**

6           At cold start-up the engine rattles loudly for about 2 seconds. This may  
7 be intermittent and occurs when the outside temperature is below 40 F.

8           **PROBABLE CAUSES**

9           The variable valve timing control (VTC) actuator is defective.

10          **CORRECTIVE ACTION**

11          Replace the VTC Actuator. This procedure does not require the  
12 complete removal of the cam chain and associated parts, so repair time is  
13 much shorter.

14 This TSB identifies the defective “Failed Part Number” as 14310-R44-A01.  
15 This TSB introduces, for the first time, Honda’s replacement for the defective  
16 R44 Actuator, the R5A. The R5A Actuator was introduced as a service part  
17 after conclusion of production of the Class Vehicles, and after many Class  
18 Vehicle owners were already out of warranty. A copy of this TSB is attached  
19 hereto as **Exhibit 5**.

20          85. On information and belief, all Class Vehicles suffer from the same  
21 Defect which is evidenced by the above history as well as the consumer  
22 complaints, and which has persisted through the class period because Honda  
23 reused the same or substantially similar VTC Actuator part though it knew it  
24 was defective and would fail. Notwithstanding its knowledge of the VTC  
25 Defect, Honda has actively concealed the Defect from the public at large and  
26 failed to provide a remedy for the Defect to date.

27          **C. Example Consumer Complaints**

1           86. Hundreds, if not thousands, of purchasers and lessees of the Class  
2 Vehicles have experienced the VTC Defect.

3           87. Honda monitors consumer complaints made to the National  
4 Highway Traffic Safety Administration (“NHTSA”) and, on information and  
5 belief, elsewhere on the Internet. Federal law requires automakers like Honda  
6 to be in close contact with the NHTSA regarding potential auto defects,  
7 including imposing a legal requirement (backed by criminal penalties)  
8 compelling the confidential disclosure of defects and related data by  
9 automakers to the NHTSA, including field reports, customer complaints, and  
10 warranty data. *See* Transportation Recall Enhancement, Accountability and  
11 Documentation (“TREAD”) Act, Pub. L. No. 106-414, 114 Stat.1800 (Nov. 1,  
12 2000).

13           88. The following example complaints filed by consumers with the  
14 NHTSA and posted on the Internet, which on information and belief Honda  
15 actively monitored during the relevant period, demonstrate that the VTC  
16 Defect is widespread and dangerous:

- 17
- 18 • **NHTSA ID No. 11281898 (November 18, 2019):** VEHICLE MADE  
19 GRINDING NOISE UPON START-UP OVER SEVERAL MONTHS.  
20 HONDA CLAIMED IT IS NOT DAMAGING THE ENGINE AND  
21 THERE IS NO FIX. ENGINE CONTINUED TO GRIND AND MY  
22 CAR BEGAN HAVING OIL PROBLEMS. HONDA STILL SAID  
23 THERE WAS NO ISSUE AND THEY WERE NOT RELATED. CAR  
24 CONTINUED GRINDING UNTIL THIS WEEK WHEN ALL LIGHTS  
25 ON THE DASHBOARD LIT UP. I TOOK MY HONDA AND WAS  
26 TOLD THE TIMING CHAIN IS STRETCHED AND IT NEEDS  
27 ANOTHER VTC ACTUATOR REPLACEMENT (THIS WAS FIXED  
28 UNDER WARRANTY THREE YEARS AGO). THE CAR COULD  
HAVE STALLED WHILE DRIVING. THIS IS A KNOWN ISSUE  
THAT HONDA IS REFUSING TO ACKNOWLEDGE OR RECALL IN  
HONDA CR-V'S. THEY CHARGED ME \$1800 TO FIX AN ISSUE  
KNOWN TO THEM. THIS COULD HAVE RESULTED IN BODILY  
INJURY TO MYSELF OR OTHERS IF THE CAR HAD STALLED

1 WHILE DRIVING. HONDA SHOULD TAKE RESPONSIBILITY FOR  
2 THEIR FAULTY ENGINES. THERE ARE MULTIPLE COMPLAINTS  
3 ON THIS SAME ISSUE.

- 4 • **NHTSA ID No. 10564788 (July 8, 2013):** TL- THE CONTACT OWNS  
5 A 2012 HONDA CR-V. THE CONTACT STATED THAT WHILE  
6 STARTING THE VEHICLE AFTER BEING IDLE FOR AN  
7 EXTENDED TIME, THE CONTACT HEARD A RATTLING NOISE  
8 FROM THE ENGINE. THE VEHICLE WAS TAKEN FOR  
9 DIAGNOSIS WHERE THE CONTACT WAS ADVISED THAT THE  
10 VTC ACTUATOR WOULD NEED TO BE REPLACED. THE  
11 VEHICLE WAS REPAIRED HOWEVER, THE FAILURE  
12 RECURRED. THE VEHICLE WAS TAKEN BACK TO THE DEALER  
13 SEVERAL TIMES. THE DEALER WAS UNABLE TO DUPLICATE  
14 THE FAILURE BUT DID STATE THAT THE VEHICLE WAS  
15 CONSUMING MORE THAN 2.5 QUARTS OF ENGINE OIL WITHIN  
16 A 15 DAY SPAN. THE MANUFACTURE WAS CONTACTED AND  
17 STATED THAT THEY WOULD FURTHER INVESTIGATE THE  
18 FAILURE. THE APPROXIMATE FAILURE MILEAGE WAS 20,000.  
19 THE CURRENT MILEAGE WAS 26,492. KMJ
- 20 • **NHTSA ID No. 10731929 (July 5, 2015):** LOUD METALLIC RATTLE  
21 NOISE ON COLD START-UP. HONDA DEALER FOUND HONDA  
22 SERVICE BULLETIN 09-010 ISSUED, BUT NO FIX FOR THIS  
23 PROBLEM HAS BEEN ISSUED TO DATE.
- 24 • **NHTSA ID No. 10748059 (August 12, 2015):** TL\* THE CONTACT  
25 OWNS A 2012 HONDA CR-V. WHEN THE VEHICLE WAS  
26 STARTED, A LOUD GRINDING SOUND EMITTED FROM THE  
27 FRONT OF THE VEHICLE. THE FAILURE RECURRED EACH  
28 TIME THE VEHICLE WAS STARTED IF IT HAD BEEN PARKED  
FOR OVER FOUR HOURS. THE VEHICLE WAS TAKEN TO THE  
DEALER. THE TECHNICIAN STATED THAT THEY WERE  
AWARE OF THE FAILURE AND THE CONTACT WOULD BE  
PLACED ON A WAITING LIST. THE CONTACT STATED THAT  
THE VTC ACTUATOR WAS FAULTY AND NEEDED TO BE  
REPLACED. THE MANUFACTURER WAS MADE AWARE OF THE  
FAILURE. THE APPROXIMATE FAILURE MILEAGE WAS 43,000.

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- **NHTSA ID No. 10758990 (August 24, 2015):** COLD START OF ENGINE CAUSES LOUD GRINDING NOISE ONLY 2 AND A HALF YEARS OF OWNERSHIP 50,000 MILES  
LOOKING ONLINE IT IS NOT A UNIQUE PROBLEM AND IS AN ENGINE DESIGN FLAW. HONDA ONLY SAYS IT'S WORKING ON THE PROBLEM BUT DOESN'T HAVE A FIX YET. THEY SAY THE OFFICIAL PROBLEM IS THAT THE VTEC ACTUATOR IS DEFECTIVE.  
GIVEN THE NUMBER OF POSTS ASKING ABOUT THIS PROBLEM I WOULD ASSUME THE COMPANY WOULD WORK ON IT ESPECIALLY IF IT IS A PROBLEM WITH THE ENGINE.
  - **NHTSA ID No. 10764021 (September 15, 2015):** LOUD NOISE ON START-UP ALL THE TIME (DOESN'T MATTER IF COLD OR HOT). TOOK TO DEALER, PEORIA, IL - 12/30/2014 SUSPECTED VTC ACTUATOR. DEALER SAID COULD NOT DUPLICATE, AFTER I EVEN RECORDED THE NOISE. BROUGHT BACK IN APRIL 2015, INSISTED THEY LISTEN WHILE I WAS THERE. DIAGNOSED VTC ACTUATOR. SAID HONDA HAD A TECH BULLETIN, SAID THEY KNOW ABOUT THE PROBLEM BUT WILL NOT ALLOW DEALER TO FIX IT. TOLD TO CHECK BACK AGAIN SOON. I CHECKED BACK OVER SEVERAL MONTHS. SAME ANSWER. THERE IS NO FIX, HONDA KNOWS ABOUT THE PROBLEM. HOW CAN A MANUFACTURER KNOW THERE IS A PROBLEM, AND SAY THEY CAN'T FIX IT. I CAN'T RESALE THE VEHICLE WITH THIS NOISE. THE NOISE IS VERY LOUD AND EMBARRASSING ON EVERY START UP. DEALER REFUSES TO FIX OR PROVIDE ANY SOLUTION. THIS SEEMS TO BE A PROBLEM WITH DIFFERENT HONDA VEHICLES, AND CONSUMERS CAN'T GET THE PROBLEM FIXED.
  - **NHTSA ID No. 10773718 (June 10, 2015):** PURCHASED A HONDA CRV 2012 FROM A DEALERSHIP BUT THEY BROUGHT THE CAR TO ME FOR A TEST DRIVE WHICH RESULTED IN MY NOT HEARING THE GRINDING NOISE ON STARTUP. THE ENGINE MAKES A GRINDING SOUND EVERY TIME YOU START IT (COLD STARTS...WHEN I START IT IN THE MORNING IT MAKES THE SOUND AND IF I START IT WITHIN 15-20 MINUTES AFTER THE INITIAL START IT IS MUCH Milder OF A NOISE.) THE HONDA MECHANIC SAID THEY COULD NOT FIX IT (STILL



1 UNDER WARRANTY AT THE TIME) BECAUSE HONDA HAS NOT  
2 DONE A "SOFTWARE UPDATE." I NOW SEE, AFTER  
3 RESEARCHING THE ISSUE, THAT THIS IS AN ONGOING  
4 PROBLEM WITH HONDA CRV'S THAT HAS NOT BEEN  
5 RECTIFIED.

- 6 • **NHTSA ID No. 10780695 (October 7, 2015):** ENGINE MAKES  
7 RATTLING OR GRINDING NOISE ON STARTUP, USUALLY IN  
8 THE MORNING OR WHEN THE CAR HAS SET FOR AT LEAST 6  
9 TO 8 HOURS.

- 10 • **NHTSA ID No. 10781661 August 13, 2013):** HONDA CRV 2012  
11 WHEN STARTING THE CARE IN THE MORNING, ENGINE  
12 MAKES A RATTLING NOISE AFTER IT STARTS. THIS HAS BEEN  
13 HAPPENING FOR THE PAST YEAR OR SO, ON A DAILY BASIS.  
14 OF LATE, IT HAPPENS IN THE EVENING AS WELL. I.E)  
15 WHENEVER THE CAR HAS NOT BEEN RUNNING FOR A  
16 COUPLE OF HOURS.

17 THE HONDA DEALERSHIP IS SAYING THAT THERE IS NO  
18 BULLETIN FROM AMERICAN HONDA COMPANY ON THIS, IN  
19 ORDER TO FIX THE ISSUE. AND THAT THIS IS NOT CAUSING  
20 ANY DAMAGE TO THE ENGINE. HOWEVER, I SEE A SERVICE  
21 BULLETIN ISSUED IN OCTOBER 2012 SPECIFICALLY FOR THIS,  
22 AND IT IS STORED ON THE NHTSA.DOT.GOV WEBSITE.

- 23 • **NHTSA ID No. 10785104 (October 21, 2015):** WHEN I "COLD"  
24 START MY CAR (MORNINGS, AFTER 6 HOURS OF NONUSE)  
25 THERE IS A LOUD GRINDING/SCREECHING NOISE THAT LASTS  
26 A FEW SECONDS  
27 ([HTTPS://WWW.YOUTUBE.COM/WATCH?V=V3Z00LN1DD8](https://www.youtube.com/watch?v=V3Z00LN1DD8)).  
28 THE SCHAUMBURG (IL) DEALERSHIP SAYS HONDA IS AWARE  
OF THIS PROBLEM AND HAS NOT PROVIDED A SOLUTION TO  
THEM YET. I CONTACTED THEM ON MARCH 13, 2015,  
REGARDING THIS. THEY PROVIDED THE SAME ANSWER  
TODAY...WHILE THE PROBLEM/NOISE PERSISTS. I AM HOPING  
THIS COMPLAINT WILL HELP FORCE HONDA DEVELOP A (VTC  
ACTUATOR?) SOLUTION AND PROVIDE IT TO HONDA  
DRIVERS.

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- **NHTSA ID No. 10807199 (November 27, 2015):** STARTING CAR SOUND IS A GRINDING SOUND. TENDS TO HAPPEN IN THE MORNING WHEN I FIRST START IT UP FOR THE DAY. I THINK HONDA SHOULD REPLACE THE CAM ACTUATOR GEAR ASSEMBLY. WHAT ELSE IS GETTING RUINED ON MY CAR WHEN NO ACTION HAS BEEN TAKEN PLACE BY HONDA?
  - **NHTSA ID No. 10816344 (December 27, 2015):** GRINDING/RATTLING ENGINE NOISE ON FIRST START-UP ONLY. APPEARS TO BE THE VTC ACTUATOR PROBLEM. HAPPENS ONLY IN COLD WEATHER. ALMOST BOUGHT A TOYOTA RAV4 INSTEAD. MAYBE I SHOULD HAVE BOUGHT THE TOYOTA?
  - **NHTSA ID No. 10822136 (November 5, 2015):** GRINDING NOISE OCCURS ON 1ST START UP WHEN CAR IS COLD AND OCCASIONALLY DURING THE DAY. WE TOOK IT TO HONDA DEALERSHIP ON 11/5/2015 AND THEY SAY IT IS THE VTC ACTUATOR AND NO REPAIRS WILL BE DONE AT THIS TIME. WE TOOK IT TO PASADENA HONDA ON 1/25/16 AND THE SERVICE MANAGER SAID THEY HONDA WOULD EMAIL US WHEN THEY HAD A FIX. I CALLED HONDA CUSTOMER SERVICE AND FILED A COMPLAINT. THEY SAID HONDA WAS WORKING ON A SECOND SOLUTION.THE NOISE CONTINUES TO WORSEN. THEY SAID IT WASN'T A SAFETY ISSUE OR WOULDN'T HURT THE ENGINE(?)
  - **NHTSA ID No. 10875675 (June 21, 2016):** A GRINDING NOISE OCCURS UPON STARTING WHICH LASTS FOR A FEW SECONDS. I HAD ASKED ABOUT IT ON MORE THAN ONE OCCASION WHEN BRINGING MY CAR TO THE HONDA DEALERSHIP FOR SERVICE. A SERVICE MANAGER CAPTURED IT ON VIDEO AND SAID THERE WAS NOT ANY EFFECT TO THE VEHICLE. MY WARRANTY IS NOW EXPIRED AND I IMAGINE TRYING TO SELL THE VEHICLE IN THE FUTURE WILL BE A PROBLEM WHEN SOMEONE HEARS THAT NOISE.



- 1 • **NHTSA ID No. 1 10971932 (February 5, 2017):** 012 HONDA CR-V  
2 VTC ACTUATOR RECALL.....WHENEVER I START MY CAR I  
3 HEAR A GRINDING NOISE WHICH I HAVE BEEN TOLD IS THE  
4 VTC ACTUATOR. THE NOISE IS VERY ANNOYING IT MAKES  
5 LOUD LOUD NOISE EVERY TIME THE CAR IS STARTED.
  
- 6 • **NHTSA ID No. 11006517 (July 20, 2017):**THE ENGINE MAKES A  
7 RATTLING NOISE WHEN THE CAR IS TURNED ON IN COLD  
8 WEATHER, USUALLY WHEN IT IS FIRST TURNED ON IN THE  
9 MORNING. I LIVE ON THE GULF COAST, SO IT REALLY  
10 DOESN'T EVEN GET THAT COLD DOWN HERE, BUT I HAVE  
11 NOTICED THIS ON MULTIPLE "COLD" MORNINGS  
12 (TEMPERATURES MAYBE IN THE 40S). I NOTICED SEVERAL  
13 OTHER PEOPLE HAVE REPORTED THIS PROBLEM. I DON'T  
14 KNOW IF IT IS CAUSING DAMAGE TO THE CAR, BUT IT DOES  
15 NOT SOUND GOOD.
  
- 16 • **NHTSA ID No. 11015676 (July 1 8, 2016):** ENGINE RATTLES ON  
17 COLD START. TIES TO THEIR SERVICE BULLETIN 09-010 ISSUE.  
18 THIS WAS REPORTED TO SUBURBAN HONDA NOVI 7/18/2016  
19 WHEN CAR MILEAGE WAS 59716. CAR WAS RETURNED  
20 INDICATING THIS ISSUE COULD NOT BE REPLICATED.  
21 SERVICE BULETIN DATES BACK TO MARCH 17 2016. HOW DID  
22 SUBURBAN HONDA NOT RECOGNIZE THIS AS THE ISSUE  
23 WHEN I FIRST REPORTED TO THEM ON 7/18/2016? TODAY  
24 8/16/17 THIS ISSUE HAS COUMPONDED. EVERY TIME CAR IS  
25 STARTED AFTER KEPT IDLE OF MORE THAN AN HOUR THE  
26 RATTLE SOUND IS REAL LUD. LOCAL TECHNICIAN, PAUL'S  
27 AUTOMOTIVE SAID YESTERDAY, IT IS REAL IMPOARTANT IT  
28 BE LOOKED AT BY HONDA. SO TAKIN IT TO SUBURBAN  
HONDA TODAY 8/16/17.
  
- **NHTSA ID No. 11033242 (June 11, 2017):** EVERY TIME I START A  
CAR I HEAR A GRINDING SOUND THAT LASTS FOR 1-2  
SECONDS AND THEN STOPS. THIS IS HOW IT SOUNDS LIKE:  
[HTTPS://WWW.YOUTUBE.COM/WATCH?V=KR20BAOXBO8](https://www.youtube.com/watch?v=KR20BAOXBO8)  
THIS HAPPENS TO HONDA CR-V'S AND ACCORDS WITH 2.4L 4  
CYL. ENGINES. THE ISSUES KNOWN AS "VTC ACTUATOR  
ASSEMBLY" - [HTTPS://WWW-](https://www-)

1 ODI.NHTSA.DOT.GOV/ACMS/CS/JAXRS/DOWNLOAD/DOC/UCM  
2 501009/SB-10041669-6712.PDF

3 THIS IS A HUGE PROBLEM FOR VEHICLES ASSEMBLED  
4 BETWEEN 2010 - 2016 AND IT SHOULD BE A RECALL TO FIX  
5 THE ISSUE. AS OF NOW HONDA IS NOT ADMITTING THAT  
6 THERE IS THE PROBLEM.

- 7 • **NHTSA ID No. 11040064 (October 26, 2017):** THE VTC IS MAKING  
8 A RATTLING NOISE ON A COLD START UP. THIS STARTED OUT  
9 OF NOWHERE AND HAS NOT GONE AWAY. MY CAR IS  
10 PARKED IN A GARAGE AT HOME AND IS PARKED OUTSIDE AT  
11 WORK BUT WILL DO THE SAME NO MATTER WHAT.
  
- 12 • **NHTSA ID No. 11089059 (April 20, 2018):** GRINDING NOISE UPON  
13 COLD START. THIS ISSUE STARTED AT LEAST TWO YEARS  
14 AGO. DID NOT HAPPEN ON EVERY START. ASKED  
15 DEALERSHIP WHAT IT MIGHT BE AND I WAS TOLD IT WAS  
16 NOTHING. OVER THE PAST YEAR, NOISE HAPPENS  
17 RELIGIOUSLY EVERY TIME THERE IS A COLD START.  
18 DEALERSHIP NOW SAYS IT'S THE VTC ACTUATOR AND I AM  
19 NOW PAST MY WARRANTY. IT APPEARS THAT A TSB WAS  
20 ISSUED MARCH 2016. WHY HAS NO RECALL BEEN MADE  
21 SINCE THIS IS A WIDESPREAD ISSUE?
  
- 22 • **NHTSA ID No. 11089747 (April 23, 2018):** ENGINE RATTLES AT  
23 COLD START UP. PER SERVICE BULLETIN THE VTC  
24 ACTUATOR IS FAULTY AND NEEDS TO BE REPLACED WITH  
25 AN UPGRADED PART. THIS IS THE SECOND TIME I WILL NEED  
26 TO HAVE IT REPLACED. I SHOULDN'T HAVE TO PAY FOR THIS  
27 REPAIR AGAIN.
  
- 28 • **NHTSA ID No. 11119641 (August 13, 2018):** GRINDING NOISE  
UPON COLD START. THIS ISSUE STARTED AT LEAST TWO  
YEARS AGO. DID NOT HAPPEN ON EVERY START. ASKED  
DEALERSHIP WHAT IT MIGHT BE AND I WAS TOLD IT WAS  
NOTHING. OVER THE PAST YEAR, NOISE HAPPENS  
RELIGIOUSLY EVERY TIME THERE IS A COLD START.  
DEALERSHIP NOW SAYS IT'S THE VTC ACTUATOR AND I AM

1 NOW PAST MY WARRANTY. IT APPEARS THAT A TSB WAS  
2 ISSUED MARCH 2016. WHY HAS NO RECALL BEEN MADE  
3 SINCE THIS IS A WIDESPREAD ISSUE? CLASS ACTION  
4 SETTLEMENT 3/ 2018 DID NOT INCLUDE THE CRV'S

- 5 • **NHTSA ID No. 11123154 (August 29, 2018):** RATTLE NOISE ON  
6 COLD START UP. VTC ACTUATOR REPLACED UNDER  
7 WARRANTY AND NOW SAME PROBLEM AGAIN AFTER 10;000  
8 MILES. FROM MY READING AND SPEAKING TO SEVERAL  
9 AUTO MECHANICS, THIS IS A COMMON PROBLEM WITH THIS  
10 MODEL OF CAR AND IT SEEMS LIKE HONDA OF AMERICA HAS  
11 NOT TAKEN RESPONSIBILITY FOR ADDRESSING THIS  
12 PROBLEM ADEQUATELY. I THINK A RECALL OF THIS ENGINE  
13 OR AN EXTENSION OF THE WARRANTY SHOULD BE  
14 REQUIRED.
  
- 15 • **NHTSA ID No. 11140458 (August 13, 2016):** ENGINE RATTLES AT  
16 COLD START-UP - VTC ACTUATOR NEEDS REPLACEMENT.  
17 THE HONDA DEALER (CRISWELL HONDA, GERMANTOWN MD)  
18 DOING THE MAINTENANCE SAYS THAT I HAVE GONE PAST  
19 THE WARRANTY. BUT I HAVE BEEN THERE MULTIPLE TIMES  
20 FOR SERVICE BEFORE AND MENTIONED ABOUT THE ISSUE.  
21 THEY DID NOT FIX IT OR EXPLAINED TO ME THE ISSUES.  
22 THEY ARE CHARGING ME \$800 NOW FOR THIS. BASED ON  
23 CURRENT SEARCH IN GOOGLE, THIS IS WHAT I FIND. PLEASE  
24 HELPHONDA TSB NUMBER:A09-010.V4 NHTSA  
25 NUMBER:10087883TSB DATE:MARCH 17, 2016 FAILING  
26 COMPONENT: ENGINE (PWS) SUMMARY: SERVICE BULLETIN -  
27 REPLACE THE VTC ACTUATOR IF THE ENGINE RATTLES  
28 LOUDLY FOR 2 SECONDS DURING COLD START-UP.
  
- **NHTSA ID No. 11150687 (November 10, 2018):** RATTLE/GRINDING  
NOISE ON COLD STARTS. AT FIRST, IT WAS ONLY ON VERY  
COLD MORNINGS, WHICH WE DON'T USUALLY HAVE HERE IN  
THE SOUTH (ALABAMA); HOWEVER, TODAY, IT DOES IT  
EVERY TIME YOU START THE CAR. IT'S A FRIGHTENING  
NOISE THAT SOUNDS LIKE IT'S TEARING UP THE ENGINE.  
THERE ARE VIDEOS AND HUNDREDS OF COMPLAINTS  
ONLINE ABOUT THIS ISSUE. I HAVE READ SOMETHING

1 ABOUT A CLASS-ACTION LAWSUIT, AS WELL, ALTHOUGH I  
2 WAS NEVER NOTIFIED OF THAT.

- 3
- 4 • **NHTSA Id No. 11184334 (March 5, 2019):** FAULTY VTC  
5 ACTUATOR, GRINDING NOISE ON STARTING THE CAR  
6 EVERYDAY IN THE MORNINGS. DEALER HAVE A \$600.00  
7 ESTIMATE TO HAVE IT FIXED AND NOT COVERED UNDER  
8 STANDARD WARRANTY.

9 HONDA IS AWARE OF THIS ISSUE AND NO RECALL HAS BEEN  
10 ISSUED.

- 11
- 12 • **NHTSA Id No. 11184334 (April 14, 2019):** GRINDING NOISE WHEN  
13 COLD STARTING AND IT HAS BEGUN TO STALL THE ENGINE.

- 14
- 15 • **NHTSA Id No. 11242530 (August 8, 2019):** THERE'S A GRINDING  
16 NOISE THAT FOLLOWS THE START OF THE ENGINE. THIS  
17 ISSUE BEGAN 2 YEARS AGO DURING THE WINTER MONTHS.  
18 TOOK IT TO HONDA TO SEE WHAT WAS WRONG. THEY  
19 WEREN'T ABLE TO RECREATE THE SOUND AND SENT ME ON  
20 MY WAY.

21 IT'S NOW DOING IT ALL OF THE TIME. I HAVEN'T TAKEN IT TO  
22 HONDA AGAIN, BUT I WILL WHEN I HAVE THE TIME AND  
23 MONEY TO FIX IT.

24 INITIAL VIEWING OF THIS SITE SHOWS A LOT OF THE SAME  
25 ISSUE. HAVEN'T DONE ANY FURTHER RESEARCH TO SEE IF  
26 THE ISSUE HAS BEEN RESOLVED OR HANDLED BY HOND. I  
27 WILL ONCE I FINISH THIS POST. HOPEFULLY, HONDA IS  
28 DOING OR WILL DO THE RIGHT THING AND RECALL  
VEHICLES AFFECTED BY THIS ISSUE.

- **NHTSA Id No. 11289643 December 17, 2019):** VTC ACTUATOR  
GRINDING ON COLD START. REPORTED TO HONDA. PAID TO  
HAVE IT REPLACED OUT OF POCKET AT A COST OF \$1443.83  
ON 9/24/18 AT 111,863 MILES. AT 122,000 MILES STARTED  
HAVING HIGH OIL CONSUMPTION. AFTER SEVERAL  
MISDIAGNOSIS BY HARE HONDA, DETERMINED SAME ISSUE  
AS 2011 TSB A12-089 PROBLEM WITH STICKING PISTON RINGS.

1 REQUIRES FULL ENGINE REBUILD QUOTED AT \$2000. IF NOT  
2 FIXED CAN CAUSE ENGINE FAILURE.

- 3 • **NHTSA Id No. 1 10574783(September 15, 2015):** TL\* THE  
4 CONTACT OWNS A 2013 HONDA CRV. THE CONTACT STATED  
5 THAT UPON STARTING THE VEHICLE, THERE WAS A  
6 GRINDING NOISE HEARD ON NUMEROUS OCCASIONS. THE  
7 VEHICLE WAS TAKEN TO AN AUTHORIZED DEALER, WHO  
8 DIAGNOSED THAT THE VARIABLE TIMING CONTROL  
9 ACTUATOR NEEDED TO BE REPLACED. THE VEHICLE WAS  
10 REPAIRED BUT THE FAILURE RECURRED. THE CONTACT  
11 STATED THAT THE VEHICLE WAS RETURNED WITHIN A WEEK  
12 OF THE REPAIR AND THE SAME EXACT PART WAS REPLACED.  
13 THE VEHICLE EXHIBITED THE FAILURE AGAIN BUT WAS NOT  
14 REPAIRED. THE CONTACT STILL HEARD THE GRINDING NOISE  
15 WITH NO REMEDY FOR THE FAILURE. THE VEHICLE WAS  
16 TAKEN BACK TO THE AUTHORIZED DEALER, WHO WAS  
17 UNABLE TO DIAGNOSE THE FAILURE. THE FAILURE  
18 PERSISTED. THE MANUFACTURER WAS NOTIFIED OF THE  
19 FAILURE. THE APPROXIMATE FAILURE MILEAGE WAS 4000.
- 20 • **NHTSA Id No. 10587444 (April 23, 2015):** TL\* THE CONTACT  
21 OWNS A 2013 HONDA CR-V. THE CONTACT STATED THAT  
22 WHEN STARTING THE VEHICLE, A GRINDING NOISE WAS  
23 HEARD FROM THE FRONT END. THE FAILURE WAS  
24 RECURRING AND INTERMITTENT. THE VEHICLE WAS TAKEN  
25 TO A DEALER WHERE THE FAILURE WAS UNABLE TO BE  
26 DIAGNOSED. THE MANUFACTURER WAS NOTIFIED OF THE  
27 ISSUE. THE VEHICLE WAS NOT REPAIRED. THE APPROXIMATE  
28 FAILURE AND CURRENT MILEAGE WAS 19,000. KMJ
- **NHTSA Id No. 10678464 (January 23, 2015):** GRINDING SOUND  
UPON START. PROBABLY THE VTC ACTUATOR. \*TR
- **NHTSA Id No. 10705578 (December 1 2014):** AS I REPORTED LAST  
YEAR, THERE IS A VTC ACTUATOR DESIGN FLAW THAT  
CREATES A GRINDING NOISE WHEN THE TEMPS FALL BELOW  
FREEZING AND IN SOME CASES EVEN ABOVE FREEZING

1 MAINLY DUE TO LACK OF OIL PRESSURE AND THE  
2 ACTUATOR NOT LOCKING CORRECTLY. WELL, ANOTHER  
3 WINTER HAS COME AND GONE AND THERE IS STILL NO HINT  
4 OF A FIX FROM HONDA. THEY CLAIM THERE IS NO DAMAGE  
5 OCCURRING BUT ANY TIME I HEAR METAL ON METAL I BEG  
6 TO DIFFER.

7 UNFORTUNATELY AT THIS POINT I AM LOOKING AT OPTIONS  
8 SUCH AS TRADING THE VEHICLE IN AS I DON'T KNOW WHAT  
9 KIND OF SERIOUS DAMAGE IS BEING DONE EACH WINTER  
10 WITH METAL ON METAL GRINDING.

11 HONDA SURE HAS LOST THEIR PRESTIGIOUS CLAIM OF  
12 RELIABILITY IN MY EYES. SADLY THIS WILL BE MY LAST  
13 HONDA PRODUCT AS THEY DON'T SEEM TO ADDRESS  
14 CUSTOMER CONCERNS IN ANY KIND OF TIMELY MANNER.

15 \*TR

- 16 • **NHTSA Id No. 10732326 (July 1, 2014):** WHEN I START THE  
17 ENGINE IN THE MORNING (COLD), IT MAKES A  
18 WHIRRING/GRATING SOUND THAT LASTS JUST A COUPLE OF  
19 SECONDS. IT DOESN'T MAKE THIS SOUND AGAIN ALL DAY,  
20 EVEN WHEN THE VEHICLE SITS FOR 8+ HOURS. I DON'T KNOW  
21 IF IT'S TEMPERATURE-DEPENDENT.
  
- 22 • **NHTSA Id No. 10748315 (August 13, 2015):** I NOTICED A  
23 RATTLING NOISE DURING COLD STARTS FROM THE ENGINE  
24 THAT CONTINUED WELL INTO THE SUMMER. I REPORTED IT  
25 TO MY HONDA DEALER (BILL PAGE/FALLS CHURCH, VA) AND  
26 REFERRED TO THE WELL DOCUMENTED VTC ACTUATOR  
27 PROBLEM REPORTED ON THE INTERNET BASED ON VIDEO  
28 AND AUDIO SIMILARITIES IN THE NOISES I WAS HEARING.  
THE DEALER BEING AWARE OF THE PROBLEM REFRAINED  
FROM ANY INVESTIGATION OR CORRECTION UNTIL THEY  
RECEIVED A CORRECTIVE SOLUTION FROM HONDA. I  
REPORTED THE PROBLEM TO HONDA AMERICA AND THE  
DEALER LATER IN 2015 AFTER MY HONDA DEALER  
TECHNICIAN REPTD NO SOLUTION HAS COME FROM HONDA.  
I RECEIVED A CALL FROM HONDA REGARDING MY  
COMPLAINT SUGGESTING THE VTC ACTUATOR PROBLEM IS  
LIMITED TO ALASKA AND I SHOULD MAKE AN APPOINTMENT  
WITH MY DEALER TO INVESTIGATE. AS A RESULT TO A



1 SWITCH TO SYNTHETIC OIL AT THE DEALER THE NOISE  
 2 SEEMS TO HAVE GONE. UNFORTUNATELY THIS DOES NOT  
 3 GUARANTEE THE ORIGINAL PROBLEM HAS NOT DAMAGED  
 4 THE ENGINE OR WON'T REAPPEAR IF I DECIDE TO RETURN TO  
 5 CONVENTIONAL OIL. THE OFFICIAL POSITION BY HONDA VS.  
 6 THE DEALER SEEMS TO PROMOTE A STAND-OFF TO  
 7 COMPENSATE FOR A LACK OF A FULLY RELIABLE SOLUTION  
 8 IN THAT THE DEALER IS TOLD NOT TO INITIATE REPAIRS FOR  
 9 THIS PROBLEM UNTIL A SOLUTION IS DISTRIBUTED BY  
 10 HONDA WHILE HONDA CLAIMS THE PROBLEM IS NOT  
 11 UNIVERSAL AND IS TRYING TO MINIMIZE ITS SCOPE;  
 12 LEAVING CONSUMERS IN THE MIDDLE TRYING TO MAKE  
 13 THEIR CRVS OR OTHER MODEL HONDAS RELIABLE WHILE  
 14 STILL UNDER WARRANTY. I WILL CONTINUE PURSUIT OF A  
 15 FIX WITH HONDA AMERICA BUT FEEL NHTSA SHOULD  
 16 PRESSURE HONDA TO ADDRESS THIS WELL KNOWN AND  
 17 PUBLICIZED FAULT WITH SOME SORT OF PERMANENT FIX.  
 18 FOR A MANUFACTURER WHO CLAIMS THEIR VEHICLES ARE  
 19 HIGHLY RELIABLE HONDA APPARENT DECEPTION  
 20 REGARDING THIS PROBLEM NEEDS TO BE ADDRESSED AND I  
 21 HOPE NHTSA FORCES THIS ACTION TO OCCUR. I ALSO  
 22 PROVIDED NHTSA WITH A COPY OF MY 7/25/15 LETTER TO  
 23 AMERICAN HONDA.

- 24 • **NHTSA Id No. 10783481(October 12, 2015):** ENGINE GRINDING  
 25 NOISE WHEN CROSSING UP AND DOWN STRUCTURES LIKE  
 26 BRIDGES. ESPECIALLY ON HIGHWAY WHILE TAKING EXITS.  
 27 AT A TIMES IT FEELS LIKE THE ENGINE IS ABOUT TO DIE.  
 28 THIS GRINDING NOISE IS DISTURBING MY CONFIDENCE TO  
 DRIVE THE VEHICLE SAFELY.

TL\* THE CONTACT OWNS A 2013 HONDA CR-V. THE CONTACT  
 STATED THAT WHILE STARTING THE VEHICLE, THE CONTACT  
 HEARD AN ABNORMAL NOISE FROM THE VEHICLE. THE  
 FAILURE RECURRED TWICE. THE VEHICLE WAS TAKEN TO A  
 DEALER WHERE IT WAS DIAGNOSED THAT THE VTC  
 ACTUATOR NEEDED TO BE REPAIRED. THE VEHICLE WAS  
 NOT REPAIRED. THE MANUFACTURER WAS NOT NOTIFIED OF  
 THE FAILURE. THE APPROXIMATE FAILURE MILEAGE WAS  
 18,500....UPDATED 02/03/16 \*BF

1 GRINDING NOISE DURING COLD START UP UPDATED  
2 4/23/18\*JB

- 3
- 4 • **NHTSA Id No. 10795318 (November 22, 2015):** VTC ACTUATOR IS  
5 FAILING CAUSING A GRINDING SOUND WHEN STARTING THE  
6 VEHICLE. HONDA HAS RECOGNIZED AND ADMITTED TO A  
7 DEFECTIVE PART. CONTINUED TO SELL CARS KNOWING THE  
8 PARTS WERE DEFECTIVE. 2014-2015 HONDAS HAVE THE SAME  
9 ISSUE. HONDA REPORTS IT IS NOT DOING DAMAGE TO THE  
10 ENGINE OR ANY COMPONENTS. THEY ARE OFFERING NO  
11 ASSISTANCE IN THE MATTER.
  - 12 • **NHTSA Id No. 10808139 December 23, 2015):** A YEAR AGO I  
13 NOTICED AT TIMES A NOISE LIKE I AM TRYING TO START  
14 THE VEHICLE WITH IT ALREADY RUNNING. THE OTHER DAY  
15 ON INITIAL START IT MADE A LOUDER NOISE. THE BEST I  
16 CAN TELL IS A PROBLEM WITH THE VTC ACTUATOR.
  - 17 • **NHTSA Id No. 10855418 (April 14, 2016):** A LOUD GRINDING  
18 NOISE LASTING A FEW SECONDS AFTER INITIAL START UP  
19 AFTER CAR HAS BEEN SITTING, I.E., A 'COLD START.' MY  
20 HONDA 2013 CRV-EX-L HAS HAD THIS PROBLEM FROM DAY  
21 ONE, BRAND NEW! IT'S INTERMITTENT BUT HAPPENS  
22 USUALLY ON A COLD START. AFTER QUITE A FEW VISITS TO  
23 DEALER THEY ACT PERPLEXED AND NEVER CAN DUPLICATE  
24 THE CONDITION! IT ACTUALLY IS THE VTC (VARIABLE  
25 TIMING CONTROL). HONDA HAS HAD THIS PROBLEM FOR  
26 SEVERAL YEARS ON VARIOUS MODELS OF THEIR VEHICLES,  
27 HAS NEVER FIXED THE PROBLEM NOR CONTACTED  
28 AFFECTED BUYERS BUT HAS CONTINUED TO BUILD AND SELL  
THESE VEHICLES WITH A KNOWN DEFECT WITH NO FIX!  
THEIR ENGINEERS ARE AWARE OF THE PROBLEM, BUT OF  
COURSE THE SAME ENGINEERS SAY IT CAUSES "NO DAMAGE  
TO THE VEHICLE!" SHAME ON HONDA, IT ONLY RUINED THEIR  
REPUTATION! PEOPLE STARE AT YOU AND ASK "WHAT IS  
THAT NOISE?" WHEN YOU EXPLAIN, IT PUTS HONDA AND  
THEIR VEHICLES IN A POOR POSITION I.E., LOSS OF  
REPUTATION AND SALES. I DID INTENSIVE INVESTIGATION  
ON MY OWN, JUST 'GOOGLE THE PROBLEM, AND YOU WILL BE



1 TAKEN TO 'YOU TUBE' AND MANY OTHER SITES SHOWING  
 2 THE PROBLEM. TAKE TO THE DEALER A VIDEO AND A COPY  
 3 OF THE NUMEROUS COMPLAINTS ON THIS AND OTHER SITES!  
 4 YOU MUST PROVE THE PROBLEM EXISTS!! I CALLED HONDA  
 5 AMERICA 2 DAYS AGO TO COMPLAIN AND FOUND OUT  
 6 HONDA JUST THIS YEAR, 2016, FINALLY CAME OUT WITH A  
 7 'FIX!' IT IS FOR THE VTC (VARIABLE TIMING CONTROL) . MY  
 8 CAR FINALLY IS AT THE DEALER BEING REPAIRED. HONDA  
 9 KNEW ALL ALONG OF THIS PROBLEM AT LEAST FROM 2012  
 10 THROUGH 2014 AND EVEN EARLIER MODELS! A RECALL  
 11 SHOULD BE MANDATED TO MAKE THE REPAIR!! AGAIN  
 12 SHAME ON HONDA, I PERSONALLY WILL NEVER BUY A  
 13 HONDA AUTOMOBILE AGAIN. THE FRUSTRATION,  
 14 EMBARRASSMENT, TIME RUNNING BACK AND FORTH TO THE  
 15 DEALER, ETC. HAS WORN ME OUT!! REMEMBER THEIR IS NOW  
 16 A BULLETIN TO HONDA DEALERS WITH A 'FIX.' BUT THEY  
 17 MUST DUPLICATE THE PROBLEM! BE SURE TO TAKE A VIDEO  
 18 WITH SOUND!!

- 19 • **NHTSA Id No. 11048704 (November 27, 2017):** HAVE 2013 HONDA  
 20 CR-V AND WHEN GO TO START IT AFTER SITTING OVERNIGHT  
 21 MAKES LOUD GRINDING NOISE FOR 1-2 SECONDS.  
 22 DEALERSHIP SAYS IT'S THE VTC ACTUATOR AND IS A KNOW  
 23 PROBLEM BUT NOT RECALL HAS BEEN ISSUED. THEY WANT  
 24 500 BUCKS TO FIX THE ISSUES SINCE CAR OF COURSE ISN'T  
 25 UNDER WARRANTY AND WON'T WORK WITH ME AT ALL.  
 26 VERY UNPROFESSIONAL IN MY OPINION OF HONDA WITH AN  
 27 ISSUES THAT IS KNOW AND COMMON.
- 28 • **NHTSA Id No. 11053697 (December 9, 2017):** SPORADIC  
 GRINDING NOISE AFTER SETTING OVERNIGHT. TOOK TO  
 DEALER, THEY SAID WOULD HAVE TO HEAR IT BEFORE THEY  
 COULD DO ANYTHING. LEFT UNTIL THE NEXT DAY. NO  
 SATISFACTION ON MY PART. STILL DOES IT. IT WAS UNDER  
 WARRANTY WHEN TAKEN IN, BUT IS OUT OF WARRANTY  
 NOW.
- **NHTSA Id No. 11057819 (January 1, 2018):** ENGINE MAKES A  
 RATTLE NOISE ON COLD START UP. CAR WAS TAKEN TO  
 DEALERSHIP AND WAS TOLD THE VTC ACTUATOR WAS  
 DEFECTIVE AND WAS REPLACED UNDER WARRANTY AT

1 83000 MILES. THIS WAS IN AUGUST OF 2017. IT IS NOW  
2 JANUARY OF 2018, CAR NOW HAS 90355 MILES AND THE  
3 RATTLE NOISE HAS RETURNED. WILL TAKE THE CAR BACK  
4 TO THE DEALERSHIP THIS WEEK TO SEE WHAT WILL BE DONE  
5 NEXT. FROM WHAT I HAVE RESEARCHED, HONDA HAS NOT  
6 COME UP WITH A REAL FIX. THIS PROBLEM HAS BEEN GOING  
7 ON FOR SEVERAL YEARS FOR PREVIOUS MODELS. COME ON  
8 NHTSA, PUT SOME HEAT ON THESE GUYS.

- 9 • **NHTSA Id No. 11062203 (January 11, 2018):** ON COLD START THE  
10 ENGINE MAKES A LOUD GRINDING NOISE. MY VEHICLE ONLY  
11 HAS 28,500 MILES ON THE CAR.
  
- 12 • **NHTSA Id No. 10676638 (January 21, 2015):** ON COLD DAYS I  
13 HEAR GRINDING NOISE WHEN I START MY CAR, FEW SECOND  
14 NOISE THEN ITS FINE. I NOTICED IT STARTED IN DECEMBER  
15 WHEN THE COLD WEATHER HITS TEXAS. IT DOES NOT  
16 HAPPEN DAILY ONLY ON COLD DAYS AS CAR SITS IN  
17 DRIVEWAY. SOME DAYS IT WILL BE COLD AND IT WILL BE  
18 FINE AND OTHER DAYS ANOTHER COLD DAY AND IT WILL  
19 HAPPEN FOR A FEW SECONDS. MY CAR HAS SLIGHTLY OVER  
20 8000 MILES. I FIND THIS TOO SOON TO HAVE ANY ISSUES. I  
21 TOOK IT TO LOCAL HONDA DEALERSHIP JANUARY 16 WHERE  
22 CAR SAT OVER NIGHT TO DUPLICATE THE SOUND AND THE  
23 CAR DID NOT MAKE THAT NOISE. THE WEATHER WAS IN THE  
24 40'S AND NOISE COULD NOT BE HEARD. MY CAR WAS STILL  
25 AT DEALERSHIP ON JANUARY 19 AND AGAIN NO SOUND WAS  
26 HEARD FROM CERTIFIED HONDA TECH. I OPENED UP HONDA  
27 CARE TICKET FOR A SOLUTION AND A PUSH FROM THEM TO  
28 REPLACE THE VTC ACTUATOR. THE TECH PLAYED DUMB AND  
SAID I WAS THE FIRST OWNER TO HAVE THIS COMPLIANT  
AND THEREFORE COULD NOT PIN POINT THE PROBLEM AND  
COULD NOT FIX SOMETHING HE DID NOT KNOW WHAT IT  
COULD BE. I TOOK MY CAR FROM THEM AFTER SITTING  
THERE SINCE FRIDAY, SATURDAY, SUNDAY AND MONDAY  
JAN 19. HONDA CARE DID NOT PUSH THE ISSUE TO THE  
DEALERSHIP SO I AM CONSIDERING TRADING IN MY CAR. I  
CANNOT BE HELD ACCOUNTABLE FOR A FAULTY HONDA  
PROBLEM. NOW I THE CONSUMER HAVE BEEN DUPED BY  
THIS IGNORANCE AND LETTING THIS KNOWN ISSUE JUST SIT  
AROUND AND GET BIGGER WITH CONSUMERS. \*TR

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- **NHTSA Id No. 10690867 (February 26, 2015):** EVERY DAY WHEN IT IS REALLY COLD OUTSIDE AND THE TEMPERATURES ARE 20 BELOW OR SO, THERE IS A GRINDING NOISE WHEN I START THE CAR UP. IT ONLY HAPPENS WHEN IT IS REALLY COLD OUTSIDE. DON'T ACTUALLY KNOW WHERE IT IS COMING FROM UNDER THE HOOD. IT ONLY LAST ABOUT A SECOND OR TWO.
  
- **NHTSA Id No. 10693136 (March 9, 2015):** I GET A HARSH GRINDING 'METAL-ON-METAL' SOUND FROM THE CAM/TIMING CHAIN, TOP OF THE ENGINE WHEN TEMPS BELOW 40 DEGREES. VISITED WITH THE DEALER I PURCHASED AT, DIDN'T EVEN START A WORK TICKET WHEN I TOLD HIM WHAT IT WAS DOING. STATED IT WAS THE VTC ACTUATOR PROBLEM ,THEY ALL HAVE IT, REPLACING THE PART WON'T FIX IT, JUST HAVE TO LIVE WITH IT. WENT TO 2ND DEALER, SAID SAME THING BUT STARTED A WORK TICKET. GAVE ME A COPY OF A HONDA "TECH LINE SUMMARY ARTICLE" ENGINE RATTLES AFTER COLD SOAK STARTUP. AFFECTED VEHICLES, 2008-12 ACCORD, 2012-15 CROSSTOUR, 2012-14 CR-V, WE'RE CURRENTLY WORKING ON A SOLUTION BUT HAVE NO RECOMMENDED DEALER REPAIR AT THIS TIME. CONTACTED HONDA MOTOR CO. TO FILE A COMPLAINT, WE WOULD LIKE TO FIX YOUR CAR, HOW? YOU DON'T HAVE A FIX, PROBLEM SINCE 2008. ASKED FOR MY PURCHASE PRICE TO BE REIMBURSED MINUS USAGE. WAITING FOR RESPONSE FROM HONDA. WILL PURSUE DISPUTE RESOLUTION/ARBITRATION IF NEEDED. \*TR
  
- **NHTSA Id No. 10694991 (March 17, 2015):** WHEN YOU COLD START THE CAR IT MAKES A GRINDING NOISE. HAVE TAKEN IT IN TO THE DEALER THREE TIMES AND THEY CAN NEVER DUPLICATE THE NOISE. I TAKE IT HOME AND IT DOES IT AGAIN THE NEXT DAY EACH TIME. I RECORDED THE NOISE AND TOOK IT TO THE DEALER. THEY ORIGINALLY TOLD ME THAT THEY DIDN'T KNOW WHAT IT WAS. THE THIRD TIME I TOOK IT IN THEY CLAIMED HONDA AMERICA WAS AWARE OF THE PROBLEM AND WERE WORKING ON IT. AFTER WAITING 6 WEEKS FOR RESOLUTION, I CALLED THE DEALER AND WAS TOLD THE SAME THING. I REQUESTED THE NUMBER TO

1 HONDA AMERICA AND CALLED. I WAS TOLD BY HONDA  
2 AMERICA THAT THEY DIDN'T DEEM THIS PROBLEM A DEFECT  
3 AND THEY WOULD NOT FIX THE PROBLEM. I AM TRYING TO  
4 FIND OUT WHAT RECOURSE I HAVE. IF YOU LOOK ON THE  
5 DIFFERENT BLOGS AND SITES ONLINE...THEY DO HAVE A  
6 PROBLEM WITH NUMEROUS OTHER HONDA VEHICLES. ANY  
7 HELP YOU CAN GIVE ME IS APPRECIATED. \*TR

- 8 • **NHTSA Id No. 10723387 (June 4, 2014):** THERE IS A GRINDING  
9 NOISE/SOUND AT COLD START. VEHICLE IS GARAGED BUT  
10 DURING THE COLDER WEATHER MONTHS, THE STARTER HAS  
11 A TERRIBLE GRINDING SOUND. THIS OCCURRED WITH ONLY  
12 ABOUT 1200 MILES PUT ON THE CAR. IT WAS PURCHASED  
13 NEW IN MID-DECEMBER, 2013 (2014 MODEL) AND THE  
14 GRINDING SOUND FIRST OCCURRED IN LATE FEBRUARY, 2014.  
15 WAITED A FEW MORE MONTHS AND THEN CONTACTED  
16 LOCAL HONDA DEALERSHIP TO BRING IN THE CAR TO HAVE  
17 THEM DUPLICATE THE PROBLEM. THIS WAS DONE ON  
18 JANUARY 9TH, 2015. DEALERSHIP SAID THEY WERE AWARE  
19 OF SOME OTHER 2014 CRV'S HAVING SAME/SIMILAR  
20 PROBLEM AS MINE. THEY FURTHER STATED THAT THE  
21 PROBLEM IS A VTC-ACTUATOR AND THAT HONDA HAD BEEN  
22 AWARE OF IT FOR SOME TIME. I WAS TOLD THAT HONDA HAS  
23 TO RE-ENGINEER THE PART AND THAT IT HOPEFULLY BE  
24 READY BY THE SUMMER OF 2015. STILL NO WORD FROM THE  
25 DEALERSHIP ON THE STATUS OF THE RE-ENGINEERED PART  
26 BEING AVAILABLE AT THIS TIME. I WILL FOLLOW UP WITH  
27 THEM TODAY.
- 28 • **NHTSA Id No. 10795269 (November 21, 2015):** ENGINE HAS A  
COLD START RATTLE, HONDA SAYS IT IS THE VTC  
ACTUATOR. HONDA HAS CHANGED IT ONCE AND IT STILL  
MAKES THE NOISE. HONDA SAYS THAT ARE WORKING ON A  
FIX, BUT IT LOOKS LIKE THEY HAVE WORKING ON IT SINCE  
2012.
- **NHTSA Id No. 1080883 (December 7, 2015):** WHEN STARTING THE  
CAR, ESPECIALLY AFTER IT SITTING FOR A WHILE, IT WILL  
MAKE A RATCHETING SOUND AFTER STARTING. I CALLED  
THE DEALER WHERE PURCHASED FROM AND WAS TOLD IT  
WAS A VTC ACTUATOR PROBLEM THAT THERE IS NO FIX FOR.

1 WAS TOLD THEY ARE WORKING ON IT AND WOULD HAVE A  
2 FIX IN FEBRUARY. LOOKED UP THIS PROBLEM ONLINE AND  
3 SAW THIS HAS BEEN A PROBLEM WITH HONDA'S SINCE 2008  
ALONG WITH NUMEROUS VIDEOS OF THE SAME SOUND.

- 4 • **NHTSA Id No. 10817267 (December 31, 2015):** MY VEHICLE  
5 MAKES A TERRIBLE SOUND UNDER THE HOOD UPON  
6 STARTING WHEN IT IS COLD. I RESEARCHED IT ONLINE AND  
7 DISCOVERED IT IS THE VTC ACTUATOR VALVE (MOST  
8 LIKELY). TOOK IT TO DEALERSHIP, LET IT OVERNIGHT SO  
9 THEY WOULD HEAR IT AFTER SETTING. THEY CLAIM NO  
10 NOISE UPON STARTING IT. I AM CONCERNED AT SOME POINT  
11 ENGINE PARTS ARE BEING DAMAGED. THE NOISE BEGAN  
12 WITHIN 2 MONTHS OF OWNERSHIP. WENT TO ANOTHER  
13 HONDA DEALER, THEY SAID "HONDA PROBABLY DOES KNOW  
14 ABOUT THIS BUT THERE IS NO REPAIR/RECALL ORDER  
15 ISSUED SO THEY WON'T REPAIR IT. CAR WAS PURCHASED  
16 NEW.
- 17 • **NHTSA Id No. 10817445 (January 2, 2016):** WHEN STARTING THE  
18 CAR, ESPECIALLY AFTER IT SITTING FOR A WHILE, IT WILL  
19 MAKE A RATCHETING SOUND AFTER STARTING. I CALLED  
20 THE DEALER WHERE PURCHASED FROM AND WAS TOLD IT  
21 WAS A VTC ACTUATOR PROBLEM THAT THERE IS NO FIX FOR.  
22 WAS TOLD THEY ARE WORKING ON IT AND WOULD HAVE A  
23 FIX IN FEBRUARY.
- 24 • **NHTSA Id No. 10822402 (January 26, 2016):** WITH COLD STARTS  
25 (STARTING THE ENGINE FIRST THING IN THE MORNING)  
26 THERE IS A GRINDING RUMBLE FROM UNDER THE FRONT OF  
27 THE CAR THAT LASTS A SECOND OR TWO. THIS HAS BEEN  
28 HAPPENING SINCE I BOUGHT THE CAR, AND THE SERVICE  
DEPT HAS SAID NOT TO WORRY ABOUT IT. YESTERDAY, I  
TOOK THE CAR IN TO HAVE IT EXAMINED AND REPAIRED,  
AND THE HONDA SERVICE MANAGER CONFIRMED THAT THE  
NOISE WAS COMING FROM A DEFECTIVE VTC ACTUATOR. HE  
WENT ON TO SAY THAT HONDA IS CONTINUING TO PRODUCE  
THE SAME DEFECTIVE ACTUATOR THEY HAVE PRODUCED  
FOR THE PAST 8 YEARS AND THAT THE HONDA  
CORPORATION WILL NOT ALLOW DEALER SERVICE  
DEPARTMENTS TO REPLACE THEM. "THEY'RE ALL FAULTY,



1 SO IT WOULDN'T MATTER."

2 THIS DEFECT IN A CRITICAL ENGINE PART MUST BE  
3 ADDRESSED AND THE PART REPLACED.

- 4 • **NHTSA ID No. 10822511 (January 27, 2016):** GRINDING SOUND  
5 AT START UP ON COLD MORNINGS,PROBABLY FAULTY VTC  
6 ACTUATOR WHICH HONDA WILL OR CANNOT FIX. THIS  
7 GRINDING HAS TO BE DOING SOME KIND OF DAMAGE THAT  
8 WILL BE MORE SERIOUS LATER TO MY VEHICLE.
- 9 • **NHTSA ID No. 10824028 (February 3, 2016):** GRINDING SOUND  
10 AT ENGINE START UP IN COLD WEATHER. IT HAPPENS EVERY  
11 WINTER.
- 12 • **NHTSA ID No. 10854563 (April 9, 2016):** GRINDING NOISE  
13 LASTING A FEW SECONDS DURING IGNITION START UP AFTER  
14 CAR HAS BEEN SITTING OVERNIGHT. BEGAN WHEN CAR WAS  
15 6 MONTHS OLD. HAPPENS ALMOST DAILY WHEN TEMPS ARE  
16 BELOW 60
- 17 • **NHTSA ID No. 10939065 (December 27, 2016):** ENGINE EMITS  
18 RATTLE/GRINDING SOUND FOR 1-3 SECONDS ON COLD START  
19 IN COLD WEATHER.
- 20 ## VIN PASSED ## HONDA CRV 2014 ## \*TR
- 21 • **NHTSA ID No. 10939136(January 2, 2017):** THERE IS A LOUD  
22 GRINDING NOISE LASTING APPROXIMATELY 2 SECONDS AT  
23 COLD STARTUP. THIS HAS HAPPENED ABOUT 6 TIMES IN THE  
24 LAST 6 MONTHS. MY VEHICLE HAS ONLY 22700 MILES. I'M  
25 CONCERNED THIS IS CAUSING DAMAGE TO THE ENGINE.
- 26 • **NHTSA ID No. 10984366 (May 8, 2017):** OUR 2014 HONDA CRV  
27 HAS BEEN MAKING A CLATTERING NOISE AT START UP FOR  
28 THE PAST SEVERAL MONTHS. APPARENTLY THERE IS A WELL  
KNOW DEFECT WITH THE VTC ACCURATOR AND YET HONDA  
HASN'T ALERTED CONSUMERS TO THIS DEFECT OR ISSUED A  
RECALL. I AM WRITING YOU TO ALERT YOU OR TO ADD TO  
OTHER COMPLAINTS YOU HAVE RECEIVED REGARDING THIS

1 ISSUE. IF THEY DON'T NOTIFY CONSUMERS, THEN THE  
2 WARRANTY PERIOD CAN GO BY AND THEN THE CONSUMER  
3 IS LEFT WITH THE BILL. THANK YOU.

- 4 • **NHTSA ID No. 11022148 (September 1, 2017):** CAR HAS A LOUD  
5 RATTLE OR GRINDING SOUND ON A COLD STARTUP. LAST A  
6 COUPLE OF SECONDS THEN GOES AWAY. HAS DONE THIS FOR  
7 3 YEARS, SINCE I GOT IT.
- 8 • **NHTSA ID No. 11039802 (October 25, 2017):** LOUD GRINDING  
9 SOUND WHEN STARTING THE CAR IN THE GARAGE. THIS HAS  
10 HAPPENED IN THE PAST ON COLD DAYS BUT TEMPERATURE  
11 TODAY WAS IN THE 50S. I AM CONCERNED ABOUT DAMAGE  
12 FROM THIS AS THE DAYS HERE IN WISCONSIN ARE ONLY  
13 GOING TO GET COLDER. I AM KEEPING A RUNNING LIST OF  
14 OCCURRENCES AND DOCUMENTING DATES AND  
15 TEMPERATURES.
- 16 • **NHTSA ID No. 11052815 (December 6, 2017):** ON COLD START  
17 ENGINE MAKES LOUD GRINDING SOUND. VEHICLE WAS  
18 PURCHASED IN JANUARY 2016 AND HAS CONTINUOUSLY  
19 DONE THIS ON COLD MORNINGS
- 20 • **NHTSA ID No. 11054687 (December 14, 2017):** ENGINE MAKES A  
21 GRINDING SOUND UPON START UP ON COLD MORNINGS FOR  
22 A FEW SECONDS WHILE PARKED. THIS HAS BEEN A PROBLEM  
23 SINCE I PURCHASED CAR. HAVE TAKEN TO DEALER  
24 NUMEROUS TIMES, BUT THEY CANNOT TELL ME WHAT THE  
25 PROBLEM IS. NUMEROUS COMPLAINTS FROM OWNERS  
26 ABOUT THE VTC ACTUATOR, BUT THIS WAS NEVER  
27 MENTIONED TO ME. CONCERNED THIS WILL LEAD TO  
28 PROBLEMS IF NOT ADDRESSED.
- **NHTSA ID No. 11057647 (December 30, 2017):** RATTLING NOISE  
FOR 1 OR 2 SECONDS WHEN STARTING THE VEHICLE AT  
TEMPERATURES AROUND 35 DEGREES F.
- **NHTSA ID No. 11064271 (January 20, 2018):** RATTLING NOISE  
FOR 1 TO 3 SECONDS WHEN STARTING THE VEHICLE AT  
TEMPERATURES AROUND 35 DEGREES F. THIS OCCURS



1 RANDOMLY SINCE PURCHASE. HAVE TALKED WITH DEALER  
2 WITH NO RESOLUTION.

- 3 • **NHTSA ID No. 11065218 (January 18, 2018):** ON COLD START,  
4 THE ENGINE GRINDS FOR ABOUT 2 SECONDS. I BOUGHT THE  
5 VEHICLE NEW AND THIS HAS HAPPENED PERIODICALLY  
6 SINCE. DEALER SERVICE SHOP USUALLY CANNOT REPLICATE  
7 IT BECAUSE IT ONLY HAPPENS ON COLD START AFTER  
8 SITTING OVERNIGHT. FINALLY GOT THEM TO REPLICATE THE  
9 NOISE IN JANUARY 2016 AND DIAGNOSED AS A VTC  
10 ACTUATOR PROBLEM. APPARENTLY A VERY WELL KNOWN  
11 PROBLEM AND "THEY FIX THESE ALL THE TIME, KNOWN  
12 ISSUE". A WEEK LATER THE NOISE STARTED AGAIN AND NOW  
13 THE DEALER CAN'T REPLICATE AGAIN. I ONLY HAVE 10  
14 MONTHS LEFT ON MY WARRANTY AND THEY SAY THEY  
15 WON'T REPLACE IT AGAIN BECAUSE THEY CAN'T REPLICATE  
16 IT. IF IT'S A KNOWN ISSUE, THIS NEEDS TO BE RECALLED AND  
17 FIXED AGAIN ASAP. WORRIED ABOUT THE LONGEVITY OF  
18 THE ENGINE, GIVEN THIS HAS BEEN GOING ON SINCE DAY  
19 ONE.
- 20 • **NHTSA ID No. 11074647 (February 24, 2018):** ENGINE METAL  
21 RATTLING NOISE ON COLD START UP. VERY DISTURBING.  
22 ENGINE HAS A ROUGH START AS RESULT.
- 23 • **NHTSA ID No. 11076209 (May 5, 2018):** GRINDING SOUND FROM  
24 ENGINE DURING COLD START. GRINDING SOUND LAST A FEW  
25 SECONDS WHEN ENGINE IS COLD.
- 26 • **NHTSA ID No. 11139305 (October 9, 2018):** VTC ACTUATOR  
27 NEEDS TO BE REPLACED AT 86,000 MILES. TOOK TO DEALER  
28 COST WILL BE \$1000.00 NOT COVERED UNDER ANY RECALLS  
ALTHOUGH THERE HAVE BEEN SEVERAL COMPLAINTS AND  
REPAIRS FOR THIS PARTICULAR YEAR, MAKE AND MODEL
- **NHTSA ID No. 11162187 (December 18, 2018):** GRINDING SOUND  
FOR 1-2 SECONDS AFTER THE ENGINE STARTS ESPECIALLY  
DURING COLD START. WHEN I GOOGLED IT, SAME SOUND  
THAT AFFECTING VTC ACTUATOR.

- 1 • **NHTSA ID No. 11172725 (January 29, 2019):** TL\* THE CONTACT  
2 OWNS A 2014 HONDA CR-V. WHEN THE VEHICLE WAS COLD  
3 STARTED, THE CONTACT HEARD AN INTENSE GRINDING  
4 NOISE COMING FROM THE ENGINE. THE NOISE ONLY LASTED  
5 FOR A FEW SECONDS, BUT THE CONTACT WAS CONCERNED  
6 OF ENGINE DAMAGE. THE CONTACT RESEARCHED THE  
7 INTERNET AND FOUND FORUMS REGARDING THE FAILURE.  
8 THE CONTACT SPOKE WITH O'DONNELL HONDA (8620  
9 BALTIMORE NATIONAL PIKE, ELLICOTT CITY, MD 21043, (410)  
10 461-5000) WHILE THE WARRANTY WAS STILL VALID;  
11 HOWEVER, THERE WAS NO REMEDY AT THE TIME. THE  
12 WARRANTY HAD EXPIRED AND THE DEALER WOULD NOT  
13 ASSIST WITH THE REPAIR. THE MANUFACTURER STATED  
14 THAT NOTHING COULD BE DONE BECAUSE THE WARRANTY  
15 WAS EXPIRED. THE FAILURE MILEAGE WAS 30,000.
- 16 • **NHTSA ID No. 11190244 (March 20, 2019):** CRV WAS RATTLING  
17 FOR ABOUT A WEEK. STARTED ONLY IN THE MORNING IN  
18 THE COLD AND PROGRESSIVELY GOT WORSE. WE WERE  
19 SUPPOSED TO TAKE THE CAR IN TO THE MECHANIC THE  
20 NEXT DAY BUT AS MY WIFE WAS DRIVING ON THE HIGHWAY  
21 THE CAR COMPLETELY SHUT OFF. WE HAD IT TOWED TO THE  
22 MECHANIC AND HE SAID IT'S ENGINE FAILURE AND HAD NO  
23 OIL. WE HAD NO OIL LIGHT COME ON AND WE GET ROUTINE  
24 OIL CHANGES. CALLED HONDA TO SEE IF THERE WAS A  
25 RECALL AND THEY SAID NO AND OFFERED NO HELP. NOW I'M  
26 STUCK WITH A WORTHLESS 5 YR OLD CAR THAT I STILL OWE  
27 MONEY ON. THERE ARE SO MANY COMPLAINTS ABOUT THIS  
28 WHY HASN'T A RECALL BEEN ISSUED? WHY IS NOBODY  
INVESTIGATING THIS????
- **NHTSA ID No. 1110377 (May 28, 2019):** RATTLING NOISE FOR 1  
TO 3 SECONDS WHEN STARTING THE VEHICLE THIS OCCURS  
RANDOMLY SINCE PURCHASE. HAVE TALKED WITH DEALER  
WITH THEY SAY ITS STARTER (\$863 NOT UNDER WARRANTY.  
IF I TURN KEY AND LET SIT FOR A FEW MINUTES AND THEN  
START THE ENGINE - NO METAL NOISE. CONTACT AMERICA  
HONDA - NO CALL OR COMMUNICATION YET

- 1 • **NHTSA ID No. 11242718 (August 8, 2019):** I'M HAVING THE  
2 INFAMOUS VTC ACTUATOR GRINDING ON START-UP THAT  
3 HONDA HAS DETAILED IN SERVICE BULLETIN #16-012. I'VE  
4 CONTACTED HONDA REPEATEDLY ABOUT THE ISSUE BUT  
5 THEY REFUSE TO GIVE ME ANY INFORMATION ABOUT IT.
  
- 6 • **NHTSA ID No. 11281898 (November 22, 2019):** VEHICLE MADE  
7 GRINDING NOISE UPON START-UP OVER SEVERAL MONTHS.  
8 HONDA CLAIMED IT IS NOT DAMAGING THE ENGINE AND  
9 THERE IS NO FIX. ENGINE CONTINUED TO GRIND AND MY  
10 CAR BEGAN HAVING OIL PROBLEMS. HONDA STILL SAID  
11 THERE WAS NO ISSUE AND THEY WERE NOT RELATED. CAR  
12 CONTINUED GRINDING UNTIL THIS WEEK WHEN ALL LIGHTS  
13 ON THE DASHBOARD LIT UP. I TOOK MY HONDA AND WAS  
14 TOLD THE TIMING CHAIN IS STRETCHED AND IT NEEDS  
15 ANOTHER VTC ACTUATOR REPLACEMENT (THIS WAS FIXED  
16 UNDER WARRANTY THREE YEARS AGO). THE CAR COULD  
17 HAVE STALLED WHILE DRIVING. THIS IS A KNOWN ISSUE  
18 THAT HONDA IS REFUSING TO ACKNOWLEDGE OR RECALL  
19 IN HONDA CR-V'S. THEY CHARGED ME \$1800 TO FIX AN ISSUE  
20 KNOWN TO THEM. THIS COULD HAVE RESULTED IN BODILY  
21 INJURY TO MYSELF OR OTHERS IF THE CAR HAD STALLED  
22 WHILE DRIVING. HONDA SHOULD TAKE RESPONSIBILITY  
23 FOR THEIR FAULTY ENGINES. THERE ARE MULTIPLE  
24 COMPLAINTS ON THIS SAME ISSUE.
  
- 25 • **NHTSA ID No. 11271633 (October 28, 2019):** I'M HAVING  
26 CONTINUED ISSUES WITH THE ENGINE'S VTC RATTLING AND  
27 RANDOM ENGINE SPEEDS. IT HAS BEEN REPAIRED ONCE BUT  
28 THE RATTLE AHAS RETURNED AND IS WORSE. NO SERVICE  
LIGHTS ARE PRESENT.

89. Customers have reported the VTC Defect in the Class Vehicles to Honda directly and through its dealers. Defendants are fully aware of the VTC Defect contained in the Class Vehicles. Nevertheless, Defendants actively concealed the existence and nature of the Defect from Plaintiffs and the other Class Members at the time of purchase or repair and thereafter. Honda:

- 1 a. failed to disclose, at the time of purchase or repair and thereafter,  
2 any and all known material defects or material nonconformities of  
3 the Class Vehicles, including the VTC Defect;
- 4 b. failed to disclose, at the time of purchase or repair and thereafter,  
5 that the Class Vehicles and their VTC Actuators were not in good  
6 working order, were defective, and were not fit for their intended  
7 purpose; and
- 8 c. failed to disclose and actively concealed the fact that the Class  
9 Vehicles and their VTC Actuators were defective, despite the fact  
10 that Defendants learned of the VTC Defect before they placed the  
11 Class Vehicles in the stream of commerce.

12 90. Defendants have deprived Class Members of the benefit of their  
13 bargain, exposed them all to a dangerous safety Defect, and caused them to  
14 expend money at their dealerships or other third-party repair facilities and/or  
15 take other remedial measures related to the VTC Defect contained in the Class  
16 Vehicles. Moreover, as discussed in greater detail above, the VTC Defect  
17 damages other critical internal engine components. As a result, Class  
18 Members whose VTC Actuators are replaced may still suffer the consequences  
19 of the impact of the VTC Defect on their vehicle's engine. Because many  
20 Class Members, like Plaintiffs, are current owners who rely on their vehicles  
21 on a daily basis a remedial scheme which extends the warranty on all  
22 components potentially impacted by the VTC Defect is necessary to provide  
23 the future protection to make Class Members whole.

24 91. Defendant has not recalled the Class Vehicles to repair the VTC  
25 Defect and has not offered to its customers a suitable repair or replacement of  
26 parts related to the VTC Defect free of charge.

1           92. Class Members have not received the value for which they  
2 bargained when they purchased the Class Vehicles.

3           93. As a result of the VTC Defect, the value of the Class Vehicles has  
4 diminished, including without limitation, the resale value of the Class Vehicles  
5 compared to the non-defective vehicles that they intended to purchase. The  
6 Class Vehicles' VTC Actuators are part of the complex and expensive vehicle  
7 timing system. The cost of replacing a VTC Actuator exceeds \$500 on  
8 average, and the total cost of repair can easily exceed \$1,000 when other  
9 components in this system are damaged. That is a cost that Plaintiffs and Class  
10 Members will have to bear as the price of continued ownership of the defective  
11 Class Vehicles.

12           94. Reasonable consumers, like Plaintiffs, expect and assume that a  
13 vehicle's VTC Actuator and related components are not defective and will not  
14 malfunction while operating the vehicle as it is intended. Plaintiffs and Class  
15 Members further expect and assume that Honda will not sell or lease vehicles  
16 with known safety defects, such as the VTC Defect, and will fully disclose any  
17 such defect to consumers prior to purchase or offer a suitable repair non-  
18 defective replacement.

19           **VI. TOLLING OF THE STATUTE OF LIMITATIONS & NOTICE**

20           95. Plaintiffs and the other Class Members were not reasonably able  
21 to discover the VTC Defect, despite their exercise of due diligence.

22           96. Despite their due diligence, Plaintiffs and the other Class  
23 Members could not reasonably have been expected to learn or discover that  
24 they were deceived and that material information concerning the Class  
25 Vehicles and VTC Actuators was concealed from them.

26           97. Notably, Honda did more than simply fail to disclose the VTC  
27 Defect to consumers—Honda actively concealed evidence of the Defect.  
28

1 Notwithstanding its knowledge that the VTC Defect harms other critical  
2 engine components including the timing chain and timing chain tensioner,  
3 Honda told its dealers and consumers and that the VTC rattle would not harm  
4 their vehicles. Honda did so to create the false narrative that the rattle is no  
5 more than a harmless, fleeting noise.

6 98. When consumers called Honda’s customer service line they were  
7 told that the VTC rattle would not harm their vehicles, even though Honda had  
8 concluded prior to the Class Period in 2011, on the basis of controlled Honda  
9 study, that the VTC Defect will cause the timing chain tensioner to fail.  
10 Honda’s dealers similarly told consumers that the VTC Defect was harmless  
11 even though they knew that the Defect was damaging internal engine  
12 components based on the condition of vehicles brought to them for repair.

13 99. Hence, any applicable statute of limitation, if any, has been tolled  
14 by Honda’s knowledge, active concealment, and denial of the facts alleged  
15 herein. Honda is further estopped from relying on any statute of limitation  
16 because it concealed the defective nature of the Class Vehicles and their VTC  
17 Actuators

18 100. On February 28, 2022 and May 19, 2023, Plaintiffs properly gave  
19 notice as to all causes of action for which notice may be required under  
20 applicable law, demanding that Honda acknowledge the VTC Defect and take  
21 appropriate action. As of the date of the filing of this Complaint, Honda has  
22 failed to take any action and continues to deny the VTC Defect.

23 **VII. CLASS ACTION ALLEGATIONS**

24 101. Plaintiffs brings this lawsuit as a class action on behalf of  
25 themselves and all others similarly situated as members of the proposed  
26 Classes pursuant to Federal Rules of Civil Procedure 23(a), (b)(2), and/or  
27

28

1 (b)(3). This action satisfies the numerosity, commonality, typicality,  
2 adequacy, predominance and superiority requirements of those provisions.

3 102. The Class and Subclasses are defined as:

4 **Nationwide Class:** All persons who purchased or leased any  
5 Class Vehicle in the United States, excluding all persons who are  
6 members of the California and Illinois Repair Classes certified in  
7 *Quackenbush, et al. v. American Honda Motor Company, Inc., et*  
8 *al.*, No. 3:20-cv-05599 (N.D. Cal.).

9 **California Subclass:** All persons who purchased or leased any  
10 Class Vehicle in the State of California, excluding all persons who  
11 are members of the California Repair Classes certified in  
12 *Quackenbush, et al. v. American Honda Motor Company, Inc., et*  
13 *al.*, No. 3:20-cv-05599 (N.D. Cal.).

14 **Colorado Subclass:** All persons who purchased or leased any  
15 Class Vehicle in the State of Colorado.

16 **Connecticut Subclass:** All persons who purchased or leased any  
17 Class Vehicle in the State of Connecticut.

18 **Florida Subclass:** All persons who purchased or leased any Class  
19 Vehicle in the State of Florida.

20 **Massachusetts Subclass:** All persons who purchased or leased  
21 any Class Vehicle in the State of Massachusetts.

22 **Minnesota Subclass:** All persons who purchased or leased any  
23 Class Vehicle in the State of Minnesota.

24 **New Jersey Subclass:** All persons who purchased or leased any  
25 Class Vehicle in the State of New Jersey.

26 **New York Subclass:** All persons who purchased or leased any  
27 Class Vehicle in the State of New York.

28 **North Carolina Subclass:** All persons who purchased or leased  
any Class Vehicle in the State of North Carolina.



1           **Ohio Subclass:** All persons who purchased or leased any Class  
2           Vehicle in the State of Ohio.

3           **Pennsylvania Subclass:** All persons who purchased or leased any  
4           Class Vehicle in the State of Pennsylvania.

5           **Texas Subclass:** All persons who purchased or leased any Class  
6           Vehicle in the State of Texas.

7           **Washington Subclass:** All persons who purchased or leased any  
8           Class Vehicle in the State of Washington.

9           103. Excluded from the Class and Subclasses are: (1) Defendants, any  
10          entity or division in which Defendants have a controlling interest, and its legal  
11          representatives, officers, directors, assigns, and successors; (2) the Judge to  
12          whom this case is assigned and the Judge’s staff; and (3) those persons who  
13          have suffered personal injuries as a result of the facts alleged herein. Plaintiffs  
14          reserve the right to amend the definition of the Class and Subclasses, and to  
15          add further subclasses, if discovery and further investigation reveal that the  
16          Class and Subclasses should be expanded or otherwise modified.

17          104. Numerosity: Although the exact number of Class Members is  
18          uncertain and can only be ascertained through appropriate discovery, the  
19          number is great enough such that joinder is impracticable. The disposition of  
20          the claims of these Class Members in a single action will provide substantial  
21          benefits to all parties and to the Court. The Class Members are readily  
22          identifiable from, *inter alia*, information and records in Defendants’  
23          possession, custody, or control.

24          105. Typicality: The claims of the representative Plaintiffs are typical  
25          of the claims of the Class and Subclass in that the representative Plaintiffs, like  
26          all Class Members, paid for a Class Vehicle designed, manufactured, and  
27          distributed by Defendant which is subject to the VTC Defect. The  
28

1 representative Plaintiffs, like all Class Members, have been damaged by  
2 Defendants’ misconduct because, among other reasons, their vehicles have  
3 diminished in value as a result of the VTC Defect, their vehicles do not  
4 perform properly, and they have incurred or will incur the cost of repairing or  
5 replacing their malfunctioning VTC Actuator and related parts as a result of  
6 the VTC Defect. Further, the factual bases of Defendants’ misconduct are  
7 common to all Class Members and represent a common thread of fraudulent,  
8 deliberate, and/or grossly negligent misconduct resulting in injury to all Class  
9 Members.

10 106. Commonality: There are numerous questions of law and fact  
11 common to Plaintiffs and the Class and Subclasses that predominate over any  
12 question affecting only individual Class Members. These common legal and  
13 factual questions include the following:

- 14 a. whether the Class Vehicles suffer from the VTC Defect;
- 15 b. whether the VTC Defect constitutes an unreasonable safety  
16 hazard;
- 17 c. whether Defendants know about the VTC Defect and, if so, how  
18 long Defendants have known of the Defect;
- 19 d. whether the defective nature of the Class Vehicles’ VTC  
20 Actuators constitutes a material fact;
- 21 e. whether Defendants had and have a duty to disclose the defective  
22 nature of the Class Vehicles’ VTC Actuators to Plaintiffs and the  
23 other Class Members;
- 24 f. whether Plaintiffs and the other Class Members are entitled to  
25 equitable relief, including, but not limited to, a preliminary and/or  
26 permanent injunction;

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1 g. whether Defendants knew or reasonably should have known of the  
2 VTC Defect contained in the Class Vehicles before it sold or  
3 leased them to Class Members; and

4 h. Whether Defendants: (1) violated the consumer protection laws of  
5 California, Colorado, Connecticut, Florida, Massachusetts,  
6 Minnesota, New Jersey, New York, North Carolina, Ohio,  
7 Pennsylvania, Texas, and Washington; (2) have been unjustly  
8 enriched; and (3) are liable for fraudulent omission.

9 107. Adequate Representation: Plaintiffs will fairly and adequately  
10 protect the interests of the Class Members. Plaintiffs have retained attorneys  
11 experienced in the prosecution of class actions, including consumer and  
12 automobile defect class actions, and Plaintiffs intend to prosecute this action  
13 vigorously.

14 108. Predominance and Superiority: Plaintiffs and the Class Members  
15 have all suffered and will continue to suffer harm and damages as a result of  
16 Defendants' unlawful and wrongful conduct. A class action is superior to  
17 other available methods for the fair and efficient adjudication of the  
18 controversy. Absent a class action, most Class Members would likely find the  
19 cost of litigating their claims prohibitively high and would therefore have no  
20 effective remedy at law. Because of the relatively small size of the individual  
21 Class Members' claims, it is likely that only a few Class Members could afford  
22 to seek legal redress for Defendants' misconduct. Absent a class action, Class  
23 Members will continue to incur damages, and Defendants' misconduct will  
24 continue without remedy. Class treatment of common questions of law and  
25 fact would also be a superior method to multiple individual actions or  
26 piecemeal litigation in that class treatment will conserve the resources of the  
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1 courts and the litigants and will promote consistency and efficiency of  
2 adjudication.

3 **FIRST CAUSE OF ACTION**

4 (Violation of California Consumers Legal Remedies Act, Cal. Civ. Code §  
5 1750 et seq., on behalf of the Nationwide Class or, in the alternative, the  
6 California Subclass)

7 109. Plaintiffs re-allege the paragraphs above as if fully set forth  
8 herein.

9 110. Plaintiff Larson brings this cause of action on behalf of herself  
10 and the Nationwide Class or, alternatively, the California Subclass.

11 111. Honda is a “person” as defined by Cal. Civ. Code § 1761(c).

12 112. Plaintiff Larson and Class Members are “consumers” within the  
13 meaning of Cal. Civ. Code § 1761(d).

14 113. By failing to disclose and concealing the defective nature of the  
15 Class Vehicles’ VTC Actuators from Plaintiff and Class Members, Defendants  
16 violated Cal. Civ. Code § 1770(a), by representing that the Class Vehicles had  
17 characteristics and benefits that they do not have; that the Class Vehicles were  
18 of a particular standard, quality, or grade when they were of another; and  
19 advertising the Class Vehicles with the intent not to sell them as advertised.  
20 *See* Cal. Civ. Code §§ 1770(a)(5), (7) & (9).

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

25 115. Defendants knew that the Class Vehicles’ VTC Actuator suffered  
26 from an inherent defect, would fail prematurely and were not suitable for their  
27 intended use.

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1 116. Defendants were under a duty to Plaintiff and Class Members to  
2 disclose the defective nature of the Class Vehicles' VTC Actuators and the  
3 associated repair costs because:

- 4 a. Defendants were in a superior position to know the true state of facts  
5 about the safety defect contained in the Class Vehicles' VTC  
6 Actuators;
- 7 b. Plaintiff and Class Members could not reasonably have been  
8 expected to learn or discover that their VTC Actuators have a  
9 dangerous safety defect until after they purchased the Class Vehicles;
- 10 c. Defendants knew that Plaintiff and Class Members could not  
11 reasonably have been expected to learn about or discover the VTC  
12 Defect; and
- 13 d. Defendants actively concealed the defective nature of the Class  
14 Vehicles' VTC Actuators from Plaintiff and Class Members at the  
15 time of sale and thereafter.

16 117. By failing to disclose the VTC Defect, Defendants knowingly and  
17 intentionally concealed material facts and breached its duty not to do so.

18 118. The facts concealed or not disclosed by Defendants to Plaintiff  
19 and Class Members are material because a reasonable consumer would have  
20 considered them to be important in deciding whether or not to purchase the  
21 Class Vehicles, or to pay less for them. Had Plaintiff and Class Members  
22 known that the Class Vehicles' VTC Actuator was defective, they would not  
23 have purchased the Class Vehicles or would have paid less for them.

24 119. Plaintiff and Class Members are reasonable consumers who do not  
25 expect that their vehicles will suffer from a VTC Defect. That is, the  
26 reasonable and objective consumer expectation that a vehicle's timing system  
27 components, including the VTC Actuator, will function properly.  
28



1           125. Plaintiff Larson brings this cause of action on behalf of herself  
2 and the Nationwide Class or, alternatively, the California Subclass.

3           126. California Business & Professions Code § 17200 prohibits acts of  
4 “unfair competition,” including any “unlawful, unfair or fraudulent business  
5 act or practice” and “unfair, deceptive, untrue or misleading advertising.”

6           127. Defendants knew that the Class Vehicles’ VTC Actuators suffered  
7 from an inherent defect, was defectively designed and/or manufactured, would  
8 fail prematurely, and was not suitable for its intended use.

9           128. In failing to disclose the VTC Defect, Defendants knowingly and  
10 intentionally concealed material facts and breached its duty not to do so,  
11 thereby engaging in a fraudulent business act or practice within the meaning of  
12 the UCL.

13           129. Defendants were under a duty to Plaintiff and Class Members to  
14 disclose the defective nature of the Class Vehicles’ VTC Actuator because:

- 15           a. Defendants were in a superior position to know the true state of facts  
16           about the safety defect contained in the Class Vehicles’ VTC  
17           Actuators;
- 18           b. Plaintiff and Class Members could not reasonably have been  
19           expected to learn or discover that their VTC Actuators have a  
20           dangerous safety defect until after they purchased the Class Vehicles;
- 21           c. Defendants knew that Plaintiff and Class Members could not  
22           reasonably have been expected to learn about or discover the VTC  
23           Defect; and
- 24           d. Defendants actively concealed the defective nature of the Class  
25           Vehicles’ VTC Actuators from Plaintiff and Class Members at the  
26           time of sale and thereafter.

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1           130. The facts concealed or not disclosed by Defendants to Plaintiff  
2 and Class Members are material because a reasonable person would have  
3 considered them to be important in deciding whether or not to purchase  
4 Defendants’ Class Vehicles, or to pay less for them. Had Plaintiff and Class  
5 Members known that the Class Vehicles suffered from the VTC Defect  
6 described herein, they would not have purchased the Class Vehicles or would  
7 have paid less for them.

8           131. Defendants continued to conceal the defective nature of the Class  
9 Vehicles and their VTC Actuators even after Class Members began to report  
10 problems. Indeed, Defendants continue to cover up and conceal the true nature  
11 of this systematic problem today.

12           132. Defendants’ omissions of material facts, as set forth herein, also  
13 constitute “unfair” business acts and practices within the meaning of the UCL,  
14 in that Defendants’ conduct was injurious to consumers, offended public  
15 policy, and was unethical and unscrupulous. Despite its knowledge of the  
16 VTC Defect and the risks that it poses to the Class Vehicles’ timing systems  
17 since 2011 at the latest, Honda rolled out the Class Vehicles without disclosing  
18 the problem to meet its own internal schedules and revenue goals. The utility  
19 of this self-serving conduct, which only benefits Honda and serves no public  
20 good, is greatly outweighed by the gravity of the potential harm to consumers.  
21 Plaintiff also asserts a violation of public policy arising from Defendants’  
22 withholding of material safety facts from consumers, including withholding  
23 knowledge that the VTC Defect causes damage to the timing chain, timing  
24 chain tensioner, and timing system as a whole—carrying the potential for  
25 catastrophic engine failure. Defendants’ violations of consumer protection and  
26 unfair competition laws resulted in harm to consumers.

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1 133. Defendants' omissions of material facts, as set forth herein, also  
2 constitute unlawful business acts or practices because they violate consumer  
3 protection laws, warranty laws and the common law as set forth herein.

4 134. Thus, by its conduct, Defendants have engaged in unfair  
5 competition and unlawful, unfair, and fraudulent business practices.

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

9 136. As a direct and proximate result of Defendants' unfair and  
10 deceptive acts and practices, Plaintiff and Class Members have suffered and  
11 will continue to suffer actual damages.

12 137. Defendants have been unjustly enriched and should be required to  
13 make restitution to Plaintiff and Class Members pursuant to sections 17203  
14 and 17204 of the Business & Professions Code.

15 **THIRD CAUSE OF ACTION**

16 (Breach of Implied Warranty pursuant to Song-Beverly Consumer Warranty  
17 Act, Cal. Civ. Code §§ 1792 and 1791.1 et seq., and Cal. Com. Code § 2314 on  
18 behalf of the Nationwide Class or, in the alternative, the California Subclass)

19 138. Plaintiffs re-allege the paragraphs above as if fully set forth  
20 herein.

21 139. Plaintiff Larson brings this cause of action on behalf of herself  
22 and the Nationwide Class or, alternatively, the California Subclass.

23 140. Honda was at all relevant times the manufacturer, distributor,  
24 warrantor, and/or seller of the Class Vehicles. Defendants knew or had reason  
25 to know of the specific use for which the Class Vehicles were purchased.

26 141. Defendants provided Plaintiff and Class Members with an implied  
27 warranty that the Class Vehicles and any parts thereof were merchantable and  
28 fit for the ordinary purposes for which they were sold. However, the Class

1 Vehicles were and are not fit for their ordinary purpose of providing  
2 reasonably reliable and safe transportation because the Class Vehicles suffer  
3 from a VTC Defect that can make driving unreasonably dangerous.

4 142. Defendants impliedly warranted that the Class Vehicles were of  
5 merchantable quality and fit for such use. This implied warranty included,  
6 among other things: (i) a warranty that the Class Vehicles’ VTC Actuator  
7 designed, manufactured, supplied, distributed, and sold by Defendant were  
8 safe and reliable for providing transportation; and (ii) a warranty that the Class  
9 Vehicles’ VTC Actuator would be fit for its intended use while the Class  
10 Vehicles were being operated.

11 143. Contrary to the applicable implied warranties, the Class Vehicles’  
12 VTC Actuator, at the time of sale and thereafter, was not fit for its ordinary  
13 and intended purpose of providing Plaintiff and Class Members with reliable,  
14 durable, and safe transportation. Instead, the Class Vehicles are defective, as  
15 described more fully above.

16 144. Defendants’ actions, as complained of herein, breached the  
17 implied warranties that the Class Vehicles were of merchantable quality and fit  
18 for such use in violation of Cal. Civ. Code §§ 1792 and 1791.1, and Cal. Com.  
19 Code § 2314.

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**FOURTH CAUSE OF ACTION**

(Colorado Consumer Protection Act (“CCPA”), Colo. Rev. Stat. Ann. § 6-1-  
101 et seq., on behalf of the Nationwide Class or, in the alternative, the  
Colorado Subclass)

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24  
25 145. Plaintiffs re-allege the paragraphs above as if fully set forth  
26 herein.

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1           146. Plaintiff Jauken brings this cause of action on behalf of himself  
2 and the Nationwide Class or, alternatively, the Colorado Subclass.

3           147. Honda is a “person” within the meaning of Colo. Rev. Stat. Ann. §  
4 6-1-102(6).

5           148. Defendants knew that the Class Vehicles’ VTC Actuators suffered  
6 from an inherent defect, would fail prematurely and were not suitable for their  
7 intended use.

8           149. In failing to disclose the VTC Defect, Defendants knowingly and  
9 intentionally concealed material facts and breached its duty not to do so,  
10 thereby engaging in a fraudulent business act or practice within the meaning  
11 of the CCPA.

12           150. Defendants were under a duty to Plaintiff and the other Class  
13 Members to disclose the defective nature of the Class Vehicles’ VTC Actuator  
14 because Defendants were in a superior position to know the true state of facts  
15 about the safety defect in the Class Vehicles’ VTC actuators Defendants  
16 actively concealed the defective nature of the Class Vehicles’ VTC Actuators  
17 from Plaintiffs and Class Members at the time of sale and thereafter.

18           151. Defendants actively concealed the defective nature of the Class  
19 Vehicles’ VTC Actuators from Plaintiffs and Class Members at the time of  
20 sale and thereafter in order to induce Plaintiffs and Class Members to  
21 purchase the Class Vehicles.

22           152. The facts concealed or not disclosed by Defendants to Plaintiffs  
23 and the other Class Members are material because a reasonable person would  
24 have considered them to be important in deciding whether or not to purchase  
25 or lease Defendants’ Class Vehicles, or to pay less for them. But for  
26 Defendants’ concealment, Plaintiffs and Class Members would have known  
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1 that the Class Vehicles suffered from the VTC Defect and they would not  
2 have purchased or leased the Class Vehicles or would have paid less for them.

3 153. Defendants intended for Honda dealers to omit the existence of  
4 the VTC Defect and systematically withheld misinformation about the VTC  
5 Defect and informed Honda dealers that the VTC Defect did not affect the  
6 Class Vehicle's functioning. Defendants withheld information about the VTC  
7 Defect so that Honda dealers would continue to sell the Class Vehicles on  
8 terms favorable to Defendants and to minimize warranty claims.

9 154. Defendants continued to conceal the defective nature of the Class  
10 Vehicles and their VTC actuators even after Class Members began to report  
11 problems. Indeed, Defendants continue to cover up and conceal the true  
12 nature of this systematic problem today.

13 155. Defendants' unfair or deceptive acts or practices occurred  
14 repeatedly in Defendants' trade or business and were capable of deceiving a  
15 substantial portion of the purchasing public and potential consumers of the  
16 Class Vehicles.

17 156. As a direct and proximate result of Defendants' deceptive acts or  
18 practices, Plaintiffs and Class Members have suffered and will continue to  
19 suffer actual damages.

20 157. Because Defendants' willful and knowing conduct caused injury  
21 to Plaintiffs, Plaintiffs seeks recovery of actual damages, discretionary  
22 punitive damages, reasonable attorneys' fees and costs, and an order enjoining  
23 Defendants' deceptive conduct, and any other relief that the Court deems just  
24 and necessary.

25 **FIFTH CAUSE OF ACTION**

26 (Violation of Connecticut's Deceptive and Unfair Trade Practices Act  
27 ("CUTPA") Conn. Gen. Stat. § 42-110b, et seq. on behalf of the Nationwide  
28 Class and, in the alternative, the Connecticut Subclass)

1 158. Plaintiffs re-allege the paragraphs above as if fully set forth  
2 herein.

3 159. Plaintiff Kadlubowski brings this cause of action on behalf of  
4 himself and on behalf of the proposed Nationwide Class or, in the alternative,  
5 the Connecticut Subclass.

6 160. As described above, Honda sold vehicles to Plaintiff Kadlubowski  
7 and Class Members even though the vehicles are defective and pose a safety  
8 hazard. Honda failed to disclose its knowledge of the VTC Defect and its  
9 attendant risks at the point of sale or otherwise. Honda's conduct, as  
10 described above and below, was unfair and deceptive because withholding  
11 and omitting material information about a defective engine component was  
12 likely mislead consumers who were in the process of purchasing and/or  
13 leasing the Class Vehicles.

14 161. Honda's failure to disclose the VTC Defect was misleading in a  
15 material respect because a reasonable consumer would have been misled by  
16 Honda's conduct. Plaintiff and Class Members, as reasonable consumers, did  
17 not expect their vehicles to contain the VTC Defect because only Defendants  
18 were aware of the defect at the time of sale.

19 162. As a direct and proximate result of Honda's unlawful omissions  
20 and business practices, Plaintiff Kadlubowski and Class Members lost money  
21 or property because they have purchased and leased vehicles that they  
22 otherwise would not have, or in the alternative, would have paid less for.  
23 Meanwhile, Honda has sold more Class Vehicles than it otherwise could have  
24 and charged inflated prices for the vehicles, unjustly enriching itself thereby.

25 163. Honda's deceptive acts and practices were willful and knowing  
26 because Honda knew about the VTC Defect in 2011 before it began selling  
27 Class Vehicles and chose not to disclose the problem to consumers.  
28

1 164. The harm to Plaintiff and Class Members caused by Honda’s  
2 omissions and other misconduct is not outweighed by any benefit to Plaintiff  
3 and Class Members, or to the public—only Honda benefits from its  
4 misconduct by receiving additional profits to the detriment of Plaintiff and  
5 Class Members.

6 165. Pursuant to Conn. Gen. Stat. § 42-110g, Plaintiff and Class  
7 Members seek appropriate injunctive relief, recovery of actual damages, and  
8 their reasonable costs and attorneys’ fees.

9 **SIXTH CAUSE OF ACTION**

10 (Violation of Florida’s Deceptive and Unfair Trade Practices Act (“FDUTPA”)  
11 Fla. Stat. § 501.201, et seq. on behalf of the Nationwide Class and, in the  
12 alternative, the Florida Subclass)

13 166. Plaintiffs re-allege the paragraphs above as if fully set forth  
14 herein.

15 167. Plaintiff Werner brings this cause of action on behalf of himself  
16 and on behalf of the proposed Nationwide Class or, in the alternative, the  
17 Florida Subclass.

18 168. Plaintiff Werner and members of the proposed Florida Subclass are  
19 “consumers” and “interested parties or persons” under the FDUTPA. Fla. Stat.  
20 § 501.203(6) and (7).

21 169. Honda is engaged in the conduct of “trade or commerce” as defined  
22 by FDUTPA. Fla. Stat. § 501.203(8).

23 170. By failing to disclose and concealing the VTC Defect from  
24 Plaintiffs and Class Members, Honda engaged in “unfair or deceptive acts or  
25 practices in the conduct of . . . commerce” in violation of Fla. Stat. § 501.204.

26 171. Honda’s conduct, as described above and below, constitutes a  
27 violation of Fla. Stat. § 501.204. Furthermore, Honda’s deceptive acts and  
28 practices, which were intended to mislead consumers who were in the process



1 of purchasing and/or leasing the Class Vehicles, constitute conduct directed at  
2 consumers.

3 172. Honda knew that the Class Vehicles suffered from the VTC Defect,  
4 were defectively designed and/or manufactured, and were not suitable for their  
5 intended use.

6 173. In failing to disclose the VTC Defect, Honda knowingly and  
7 intentionally concealed material facts and breached its duty not to do so,  
8 thereby engaging in deceptive acts or practices within the meaning of the  
9 FDUTPA.

10 174. Honda's acts and practices, which were intended to result, and  
11 which did result, in the sale of defective Class Vehicles, violated the FDUTPA  
12 because:

- 13 a. Honda represented that its vehicles had characteristics, uses, or  
14 benefits which they do not have;
- 15 b. Honda advertised its goods with intent not to sell them as  
16 advertised;
- 17 c. Honda represented that its vehicles are of a particular standard,  
18 quality, or grade when they are not;
- 19 d. Honda represented that transactions (i.e., the sale of the Class  
20 Vehicles) conferred or involved rights, remedies, or obligations  
21 which they do not; and
- 22 e. Honda failed to disclose and concealed material information about  
23 its vehicles.

24 175. As described above, Honda sold and leased vehicles to proposed  
25 Florida Subclass Members with a known VTC Defect that endangers drivers  
26 and materially detracts from the central functionality of the vehicles. Honda  
27 failed to disclose its knowledge of the VTC Defect and its attendant risks at the  
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1 point of sale or otherwise, realizing that warning about the VTC Defect would  
2 dissuade Class Members from purchasing and leasing the vehicles.

3 176. Had Honda not concealed and instead adequately disclosed the  
4 VTC Defect, Plaintiff Werner and Class Members would not have purchased or  
5 would have paid less for their vehicles.

6 177. Plaintiffs also assert a violation of public policy arising from  
7 Honda's withholding of material safety facts from consumers. Honda's  
8 violation of consumer protection and unfair competition laws resulted in harm  
9 to consumers.

10 178. Honda's deceptive acts or practices occurred repeatedly in  
11 Defendants' trade or business and were capable of deceiving a substantial  
12 portion of the purchasing public.

13 179. As a direct and proximate result of Honda's deceptive acts or  
14 practices, Plaintiff Werner and Florida Subclass Members have suffered and  
15 will continue to suffer actual damages. Because Honda's willful and knowing  
16 conduct caused injury to Plaintiff Werner and Class Members, they seek  
17 recovery of actual damages, discretionary punitive damages, reasonable  
18 attorneys' fees and costs, and an order enjoining Honda's deceptive conduct,  
19 and any other just and proper relief available under Fla. Stat § 501.211 and §  
20 501.2105.

21  
22 **SEVENTH CAUSE OF ACTION**

23 (Violation of Mass. Gen. Laws ch. 93A § 2, et seq., on behalf of the Nationwide  
24 Class and, in the alternative, the Massachusetts Subclass)

25 180. Plaintiffs re-allege the paragraphs above as if fully set forth  
26 herein.  
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1 181. Plaintiff Martha Velasquez brings this cause of action on behalf of  
2 herself and the Nationwide Class or, in the alternative, the proposed  
3 Massachusetts Subclass.

4 182. The Massachusetts Regulation of Business Practice and Consumer  
5 Protection Act prohibits unfair and deceptive acts or practices in the conduct of  
6 trade or commerce. Mass. Gen. Laws L. ch. 93A, § 2(a).

7 183. Honda, Plaintiff Velasquez, and Class Members are “persons”  
8 within the meaning of ch. 93A, § 1(b).

9 184. Honda engaged in “trade” or “commerce” within the meaning of  
10 ch. 93A, § 1(b).

11 185. Plaintiff Velasquez and Class members are consumers who  
12 purchased or leased a Class Vehicle for end use and not for resale.

13 186. Defendants’ conduct, as described above, in misrepresenting the  
14 Class Vehicles’ performance, while omitting the facts that Class Vehicles  
15 contained defective VTC actuators, constitutes an unfair and deceptive practice  
16 and was likely to mislead a reasonable consumer.

17 187. A reasonable consumer would consider the quality of the engine  
18 components in a Class Vehicle, and defective nature of the VTC, to be  
19 important when making a decision whether to purchase a Class Vehicle. The  
20 disclosure of the defective VTC would have influenced prospective buyers not  
21 to enter into the transaction.

22 188. Honda knew before the time of sale to Plaintiff Velasquez and  
23 Class Members, or earlier, that Class Vehicles were produced with defective  
24 VTCs that posed a serious safety threat to drivers, passengers, and everyone  
25 else sharing the road with Class Vehicles. Through consumer complaints,  
26 knowledge of design and production of the VTCs, internal product testing, and  
27 past experience, Defendant learned of the defect in 2011 at the latest. The  
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1 existence and ubiquity of the defect is illustrated by the numerous publicized  
2 consumer complaints, disputes, and failed remedial measures nationwide.  
3 Defendants' issuance of a series of TSBs directed to Class Vehicles' VTCs and  
4 VTCs in prior models and related vehicles shows actual knowledge.

5 189. Honda's conduct in refusing to perform the necessary repairs to  
6 Plaintiff Velasquez and Class members' Class Vehicles constituted unfair  
7 conduct within the meaning of ch. 93A, § 2.

8 190. Honda's conduct, as alleged herein, is in violation of at least the  
9 following regulations promulgated by the Massachusetts Attorney General  
10 under ch. 93A:

- 11 a. 940 C.M.R. § 3.02 (prohibiting, among other things, statements or  
12 illustrations used in advertisements which create a false impression  
13 of the grade, quality, value, or usability of the product offered);
- 14 b. 940 C.M.R. § 3.05(1) (prohibiting claims or representations "made  
15 by any means concerning a product which, directly, or by  
16 implication, or by failure to adequately disclose additional relevant  
17 information, has the capacity or tendency or effect of deceiving  
18 buyers or prospective buyers in any material respect");
- 19 c. 940 C.M.R. § 3.08(2) (providing that it "shall be an unfair and  
20 deceptive act or practice to fail to perform or fulfill any promises or  
21 obligation arising under a warranty"); and
- 22 d. 940 C.M.R. § 3.16(2) (providing that it is a violation of ch. 93A, §  
23 2 to "fail to disclose to a buyer or prospective buyer any fact, the  
24 disclosure of which may have influenced the buyer or prospective  
25 buyer to enter into the transaction").
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1           191. As a direct and proximate result of Honda’s unfair and deceptive  
2 conduct, as alleged herein, Plaintiff Velasquez and Class Members have  
3 suffered injury-in-fact, including the following:

- 4           a. Plaintiff Velasquez and Class Members, in purchasing the Class  
5 Vehicles, received a car worth less than as represented in that they  
6 paid for a car free of defects, but did not receive that which they  
7 paid for;
- 8           b. Plaintiff Velasquez and Class Members suffered diminution in  
9 value of the Class Vehicles due to the existence of the VTC defect  
10 in their Class Vehicles; and
- 11          c. Plaintiff Velasquez and Class Members were faced with the choice  
12 or repairing their Class Vehicles at substantial cost and  
13 inconvenience or being without their vehicles at substantial cost  
14 and inconvenience.

15           192. As a result of Defendants’ unfair and deceptive conduct in  
16 violation of ch. 93A, Plaintiff Velasquez and Class Members have suffered  
17 actual damages, including the additional cost they paid for a vehicle with a  
18 working and defect-free VTC actuator, diminution in value of the Class  
19 Vehicles, out-of-pocket losses related to repairing, maintaining, and servicing  
20 their defective Class Vehicles, costs associated with arranging and obtaining  
21 alternative means of transportation, and other incidental and consequential  
22 damages recoverable under the law.

23           193. Had Plaintiff Velasquez and the other Class members been aware  
24 of the omitted and misrepresented facts, i.e., that the Class Vehicles they  
25 purchased were defective, could cause catastrophic engine failure, and would  
26 cost them several thousands of dollars in repair costs, Plaintiff Velasquez and  
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1 the other Class members would not have purchased the Class Vehicles or  
2 would have paid significantly less for them than they actually paid.

3 194. On May 19, 2023, Plaintiff Velasquez sent to Honda a written  
4 demand for relief pursuant to ch. 93A, § 9(3). Honda confirmed receipt but  
5 failed to make a reasonable offer of relief in response to the demand.

6 195. Pursuant to Mass. Gen. Law, ch. 93A, § 9, Plaintiff Velasquez and  
7 Class Members seek monetary relief measured as the greater of (a) actual  
8 damages in an amount to be determined at trial; and (b) statutory damages in  
9 the amount of \$25 for each violation. Because Honda’s conduct was committed  
10 willfully and knowingly, Plaintiff Velasquez and Class members are entitled to  
11 recover up to three times their actual damages, but no less than two times actual  
12 damages.

13 196. Plaintiff Velasquez and Class Members also seek an order directing  
14 Honda to correct its violations by repairing or replacing the defective VTCs on  
15 all Class Vehicles.

16 **EIGHTH CAUSE OF ACTION**

17 (Breach of Implied Warranty, Mass. Gen. Laws Ch. 106 § 2-314, *et seq.*, on  
18 behalf of the Nationwide Class and, in the alternative, the Massachusetts  
19 Subclass)

20 197. Plaintiffs incorporate by reference the allegations contained in the  
21 preceding paragraphs of this Complaint.

22 198. Plaintiff Velasquez brings this cause of action on behalf of herself  
23 and the Nationwide Class, or in the alternative, on behalf of the proposed  
24 Massachusetts Subclass.

25 199. Class Vehicles are “goods” and Honda is a “seller” and “merchant”  
26 within the meaning of Mass. Gen. Laws Ch. 106, § 2-314.  
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1           200. Plaintiff Velasquez is the intended user and true consumer of the  
2 Class Vehicle that she purchased from an authorized dealership. She used her  
3 vehicle as intended by Honda and in a manner that was foreseeable.

4           201. The implied warranty of merchantability included with the sale of  
5 each Class Vehicle means that Honda warranted that each Class Vehicle: (a)  
6 would pass without objection in trade under the contract description; (b) was fit  
7 for the ordinary purposes for which the Class Vehicle would be used; and (c)  
8 conformed to the promises or affirmations of fact made on the container or  
9 label.

10           202. The Class Vehicles are not adequately labeled because their  
11 labeling fails to disclose the Defect and does not advise consumers of the  
12 existence of the danger prior to experiencing the VTC Defect firsthand.

13           Honda's actions have deprived Plaintiff and Class Members of the  
14 benefit of their bargain and have caused Class Vehicles to be worth less than  
15 what Plaintiff and other Class Members paid.

16           203. Plaintiffs and Class Members notified Defendants of the breach  
17 within a reasonable time and/or were not required to do so. Defendants were  
18 also on notice of the VTC Defect from, among other sources, the complaints  
19 and service requests they received from Class Members and their dealers.

20           204. As a direct and proximate result of Honda's breach of implied  
21 warranty, Class Members received goods whose condition substantially impairs  
22 their value. Plaintiff Velasquez and Class Members have been damaged by the  
23 diminished value of their Class Vehicles.

24           205. Plaintiff Velasquez and Class Members are entitled to actual  
25 damages, including all incidental and consequential damages, resulting from  
26 Honda's breach of the implied warranty.

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**NINTH CAUSE OF ACTION**

(Violation of the Minnesota Prevention of Consumer Fraud Act, Minn. Stat., §§ 325F. 68 et seq. (“MPCFA”), Plaintiff David Josephson on behalf of the Nationwide Class and, in the alternative, the Minnesota Subclass)

206. Plaintiffs re-allege the paragraphs above as if fully set forth herein.

207. Plaintiff Josephson brings this count on behalf of himself and the members of the Nationwide Class or, alternatively, on behalf of the Minnesota Subclass.

208. Plaintiff, putative class members, and Defendants are persons within the context of the MPCFA, § 325F.68(3).

209. The Vehicles are “merchandise” within the meaning of the MPCFA, Minn. Stat. § 325F.68.

210. Defendants are engaged in deceptive trade practices within the context of the MPCFA, § 325F.69(1).

211. Plaintiff and Class Members purchased and/or leased Class Vehicles for personal family or household use.

212. By failing to disclose and concealing the VTC Defect from Plaintiff and Class Members, Defendants violated the MPCFA.

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

214. Defendants knew that their Class Vehicles suffered from the VTC Defect, were defectively designed and/or manufactured, would fail prematurely, and were not suitable for their intended use.

215. Defendants were under a duty to Plaintiff and Class Members to disclose the VTC Defect and related safety risks and repair costs because:

- 1 a. Defendants were in a superior position to know the true state of facts
- 2 about the VTC Defect contained in the Class Vehicles;
- 3 b. Plaintiff and Class Members could not reasonably have been expected
- 4 to learn or discover that their Honda vehicles have a dangerous safety
- 5 defect until after they purchased the Class Vehicles; and
- 6 c. Defendants knew that Plaintiff and Class Members could not
- 7 reasonably have been expected to learn about or discover the VTC
- 8 Defect.

9 216. By failing to disclose the VTC Defect, Defendants have knowingly  
 10 and intentionally concealed material facts and breached its duty not to do so.

11 217. The facts concealed or not disclosed by Defendants to Plaintiff and  
 12 the other Class Members are material because a reasonable consumer would  
 13 have considered them to be important in deciding whether or not to purchase or  
 14 lease the Class Vehicles, or to pay less for them. Had Plaintiff and other Class  
 15 Members known that the Class Vehicles and the VTC actuators were defective,  
 16 they would not have purchased or leased the Class Vehicles or would have paid  
 17 less for them.

18 218. Plaintiff and the other Class Members are reasonable consumers  
 19 who do not expect that their vehicles will suffer from a VTC Defect. That is  
 20 the reasonable and objective consumer expectation for vehicles and their timing  
 21 systems.

22 219. As a result of Defendants’ misconduct, Plaintiff and the other Class  
 23 Members have been harmed and have suffered actual damages in that the Class  
 24 Vehicles and their VTC actuators are defective and require repair or  
 25 replacement.

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1 advertising which “contains any material assertion, representation, or statement  
2 of fact, which is untrue, deceptive, or misleading.”

3 228. By failing to disclose and concealing the VTC Defect from Plaintiff  
4 and Class Members, Defendants violated the FSAA.

5 229. Defendants’ unfair and deceptive acts or practices occurred  
6 repeatedly in Defendants’ trade or business, were capable of deceiving and did  
7 deceive a substantial portion of the purchasing public and imposed a serious  
8 safety risk on the public.

9 230. Defendants knew that their Class Vehicles suffered from the VTC  
10 Defect, were defectively designed and/or manufactured, would fail  
11 prematurely, and were not suitable for their intended use.

12 231. Defendants were under a duty to Plaintiff and the Class Members to  
13 disclose the defective nature of the Class Vehicles and the resultant safety risks  
14 and associated repair costs because:

- 15 a. Defendants were in a superior position to know the true state of facts  
16 about the safety defect contained in the Class Vehicles;
- 17 b. Plaintiff and Class Members could not reasonably have been expected  
18 to learn or discover that the Class Vehicles have a dangerous safety  
19 defect until after their purchase; and
- 20 c. Defendants knew that Plaintiff and Class Members could not  
21 reasonably have been expected to learn about or discover the VTC  
22 Defect.

23 232. By failing to disclose the VTC Defect, Defendants have knowingly  
24 and intentionally concealed material facts and breached its duty not to do so.

25 233. The facts concealed or not disclosed by Defendants to Plaintiff and  
26 the other Class Members are material because a reasonable consumer would  
27 have considered them to be important in deciding whether or not to purchase or  
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1 lease the Class Vehicles, or to pay less for them. Had Plaintiff and other Class  
2 Members known that the Class Vehicles and their VTC actuators were  
3 defective, they would not have purchased or leased the Class Vehicles or would  
4 have paid less for them.

5 234. Plaintiff and the other Class Members are reasonable consumers  
6 who do not expect that their vehicles will suffer from a VTC Defect. That is  
7 the reasonable and objective consumer expectation for vehicles and their timing  
8 systems.

9 235. Whereas here, Plaintiff's claims inure to the public benefit,  
10 Minnesota's private-attorney general statute, Minn. Stat. § 8.31(3a), allows  
11 individuals who have been injured through a violation of the FSAA to bring a  
12 civil action and recover damages, together with costs and disbursements,  
13 including reasonable attorneys' fees.

14 236. By engaging in the conduct herein, Defendants violated and  
15 continues to violate Minn. Stat. § 325F.67 and the similar laws of other states.

16 237. As a result of Defendants' misconduct, Plaintiff and the other Class  
17 Members have been harmed and have suffered actual damages in that the Class  
18 Vehicles are defective and require repair or replacement.

19 238. Accordingly, Plaintiff seeks damages, reasonable costs and  
20 attorneys' fees, an order enjoining the acts and practices described above, and  
21 any other relief that the Court deems just and proper.

22 **ELEVENTH CAUSE OF ACTION**

23 (Violation of the Minnesota's Unfair and Deceptive Trade Practices Act, Minn.  
24 Stat. §§ 325D. 44 et seq. ("MUDTPA") on behalf of Plaintiff David Josephson  
25 on behalf of the Nationwide Class and, in the alternative, the Minnesota  
Subclass)

26 239. Plaintiffs re-allege the paragraphs above as if fully set forth  
27 herein.

1           240. Plaintiff Josephson brings this count on behalf of himself and the  
2 members of the Nationwide Class or, alternatively, on behalf of the Minnesota  
3 Subclass.

4           241. Plaintiff, Class Members, and Defendants are persons within the  
5 context of the MUDTPA, §§ 325D.10 et seq.

6           242. By failing to disclose and concealing the defective nature of the  
7 Class Vehicles and the VTC Defect from Plaintiff and Class Members,  
8 Defendants violated the MUDTPA §§ 325D.44 (5), (7), and (9).

9           243. Specifically, Defendants engaged in deceptive trade practices in  
10 violation of the MUDTPA by:

- 11           a. Representing that the Class Vehicles had characteristics, uses, and  
12           benefits that they did not have in violation of MUDTPA §§ 325D.44  
13           (5).
- 14           b. Representing that the Class Vehicles and the VTC actuator  
15           components were of a particular standard or quality when they were,  
16           in fact, defective in violation of MUDTPA §§ 325D.44 (7); and
- 17           c. Engaging in conduct which created a misunderstanding among  
18           Plaintiff and the putative Class Members as to the quality and  
19           longevity of the Class Vehicles and their VTC actuator components.

20           244. Minn. Stat. § 325D.13 provides that “no person shall, in  
21 connection with the sale of merchandise, knowingly misrepresent, directly or  
22 indirectly, the true quality, ingredients or origin of such merchandise.”

23           245. Defendants were under a duty to Plaintiff and Class Members to  
24 disclose the defective nature of the VTC Defect and associated safety risks and  
25 repair costs because:

- 1 a. Defendants were in a superior position to know the true state of facts
- 2 about the safety defect contained in the Class Vehicles and the VTC
- 3 Defect;
- 4 b. Plaintiff and Class Members could not reasonably have been
- 5 expected to learn or discover that the Class Vehicles VTC actuators
- 6 have a dangerous safety defect until after they purchased the Class
- 7 Vehicles; and
- 8 c. Defendants knew that Plaintiff and Class Members could not
- 9 reasonably have been expected to learn about or discover the VTC
- 10 Defect.

11 246. By failing to disclose the VTC Defect, Defendants has knowingly  
 12 and intentionally concealed material facts and breached its duty not to do so.

13 247. The facts concealed or not disclosed by Defendants to Plaintiff and  
 14 Class Members are material because a reasonable consumer would have  
 15 considered them to be important in deciding whether or not to purchase or lease  
 16 the Class Vehicles, or to pay less for them. Had Plaintiff and Class Members  
 17 known that the Class Vehicles contained the VTC Defect, they would not have  
 18 purchased or leased the Class Vehicles or would have paid less for them.

19 248. Plaintiff and the other Class Members are reasonable consumers  
 20 who do not expect that their vehicles will suffer from a VTC Defect. That is  
 21 the reasonable and objective consumer expectation for vehicles and their timing  
 22 system components.

23 249. Whereas here, Plaintiff’s claims inure to the public benefit,  
 24 Minnesota’s private-attorney general statute, Minn. Stat. § 8.31(3a), allows  
 25 individuals who have been injured through a violation of the MUDTPA to  
 26 bring a civil action and recover damages, together with costs and  
 27 disbursements, including reasonable attorneys’ fees.

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1 with the subsequent performance of such person as aforesaid, whether or not  
2 any person has in fact been misled, deceived or damaged thereby.” N.J. Stat.  
3 Ann. § 56:8-2.  
4

5 264. As described above, Honda sold vehicles to class members even  
6 though the vehicles are defective and pose a safety hazard. Honda failed to  
7 disclose its knowledge of the VTC Defect and its attendant risks at the point  
8 of sale or otherwise. Honda’s conduct, as described above and below,  
9 constitutes a violation of N.J. Stat. Ann. § 56:8-2. Honda’s conduct occurred  
10 during its trade or business, was intended to mislead consumers who were in  
11 the process of purchasing and/or leasing the Class Vehicles, and therefore  
12 constitutes conduct directed at consumers.  
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15 265. Honda’s failure to disclose the VTC Defect was misleading in a  
16 material respect because a reasonable consumer would have been misled by  
17 Honda’s conduct.  
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19 266. Because Plaintiff and Class Members, as reasonable consumers,  
20 did not expect their vehicles to contain the VTC defect because only  
21 Defendants were aware of the defect at the time of sale.  
22

23 267. Honda’s deceptive acts and practices were consumer-oriented  
24 because they had a broad range impact on consumers at large, affecting all  
25 owners and lessees of the Class Vehicles.  
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1           268. As a direct and proximate result of Honda's unlawful methods,  
2 acts, and practices, Plaintiff and Class Members lost money or property  
3 because they have purchased and leased vehicles that they otherwise would  
4 not have, or in the alternative, would have paid less for. Meanwhile, Honda  
5 has sold more Class Vehicles than it otherwise could have and charged  
6 inflated prices for the vehicles, unjustly enriching itself thereby.  
7

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9           269. Honda's deceptive acts and practices were willful and knowing  
10 because Honda knew about the VTC defective before it began selling Class  
11 Vehicles and chose not to disclose the problem to consumers.  
12

13           270. Pursuant to N.J. Stat. Ann. § 56:8-19., Plaintiff Hardifer and Class  
14 Members seek appropriate injunctive relief, recovery of actual damages,  
15 treble damages, and their reasonable costs and attorneys' fees.  
16

17           271. Pursuant to N.J. Stat. Ann. § 56:8-20, Plaintiff Hardifer will serve  
18 the New Jersey Attorney General with a copy of this Consolidated Amended  
19 Complaint.  
20

**FOURTEENTH CAUSE OF ACTION**

21 (Breach of Implied Warranty of Merchantability, N.J. Stat. Ann. § 12A:2-314  
22 et seq., on behalf of the Nationwide Class or, in the alternative, the New Jersey  
23 Class)  
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25           272. Plaintiff re-alleges the paragraphs above as if fully set forth  
26 herein.  
27

28           273. Plaintiff Carol Hardifer brings this cause of action on behalf of  
herself and Nationwide Class and, in the alternative, the New Jersey Subclass.

1           274. Honda is a “merchant” in respect to the Class Vehicles under New  
2 Jersey law.

3           275. The implied warranty of merchantability included with the sale of  
4 each Class Vehicle means that Honda warranted that each Class Vehicle (a)  
5 would pass without objection in trade under the contract description; (b) was  
6 fit for the ordinary purposes for which the Class Vehicle would be used; and  
7 (c) conformed to the promises or affirmations of fact made on the container or  
8 label.

9           276. The Class Vehicles would not pass without objection in the  
10 automotive trade because they contain the above-described VTC Defect,  
11 which also makes them unfit for the ordinary purpose for which a Class  
12 Vehicle would be used.

13           277. The Class Vehicles are not adequately labeled because their  
14 labeling fails to disclose the Defect and does not advise Plaintiff and Class  
15 Members of the existence of the danger prior to experiencing failure firsthand.

16           278. Honda’s actions have deprived Plaintiff and Class Members of the  
17 benefit of their bargains and have caused Class Vehicles to be worth less than  
18 what Plaintiff and other members of the proposed New Jersey Class paid.

19           279. As a direct and proximate result of Honda’s breach of implied  
20 warranty, Plaintiff and Class Members received goods whose condition  
21 substantially impairs their value. Plaintiff and Class Members have been  
22 damaged by the diminished value of the Class Vehicles.

23           280. Pursuant to N.J. Stat. Ann. § 12A:2-314, et seq. Plaintiff Hardifer  
24 and Class Members are entitled to damages and other legal and equitable  
25 relief, including, at their election, the right to revoke acceptance of Class  
26 Vehicles or the overpayment or diminution in value of their Class Vehicles.

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1 They are also entitled to all incidental and consequential damages resulting  
2 from Honda’s breach, as well as reasonable attorneys’ fees and costs.

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4 **FIFTEENTH CAUSE OF ACTION**

5 (Violation of the New York General Business Law (“GBL”), N.Y. Gen. Bus.  
6 Law § 349, on behalf of the of the Nationwide Class, or in the alternative, New  
7 York Subclass)

8 281. Plaintiff re-alleges the paragraphs above as if fully set forth  
9 herein.

10 282. Plaintiff D’Amato brings this cause of action on behalf of himself  
11 and the Nationwide Class or, alternatively, the New York Subclass.

12 283. Plaintiff and Class Members are “persons” under N.Y. Gen. Bus.  
13 Law § 349(g).

14 284. Honda is a “person,” “firm,” “corporation” or “association” under  
15 N.Y. Gen. Bus. Law § 349(g).

16 285. As described above, Honda sold vehicles to Plaintiff D’Amato and  
17 Class Members, even though the vehicles are defective and pose a safety  
18 hazard, and failed to disclose its knowledge of the VTC Defect and its  
19 attendant risks at the point of sale or otherwise.

20 286. Honda’s failure to disclose the VTC Defect was misleading in a  
21 material respect because a reasonable consumer would have been misled by  
22 Honda’s conduct and failure to disclose the VTC Defect. A reasonable  
23 consumer would not purchase a vehicle containing the VTC Defect.

24 287. Honda’s deceptive acts and practices were consumer-oriented  
25 because they had a broad range impact on consumers at large, affecting all  
26 owners and lessees of Class Vehicles.

27 288. As a direct and proximate result of Honda’s unlawful methods,  
28 acts, and practices in failing to disclose the VTC Defect, Plaintiff and Class  
Members lost money or property because they have purchased and leased

1 vehicles that they otherwise would not have, or in the alternative, would have  
2 paid less for. Meanwhile, Honda has sold more Class Vehicles than it  
3 otherwise could have and charged inflated prices for the vehicles, unjustly  
4 enriching itself thereby.

5 289. Honda’s deceptive acts and practices were willful and knowing  
6 because Honda, despite its knowledge since at least 2011 that the Class  
7 Vehicles contain the VTC Defect and that the VTC Defect can cause the  
8 timing system to fail, began selling Class Vehicles and chose not to disclose  
9 the problem to consumers.

10 290. Pursuant to N.Y. Gen. Bus. Law § 349(h), Plaintiff D’Amato and  
11 Class Members seek appropriate injunctive relief, recovery of actual damages,  
12 treble damages, and their reasonable costs and attorneys’ fees.

13 **SIXTEENTH CAUSE OF ACTION**

14 (Breach of Implied Warranty N.Y. U.C.C. § 2-314 on behalf of the Nationwide  
15 Class, or in the alternative, the New York Subclass)

16 291. Plaintiff re-alleges the paragraphs above as if fully set forth  
17 herein.

18 292. Plaintiff D’Amato brings this cause of action on behalf of himself  
19 and the Nationwide Class or, alternatively, the New York Subclass.

20 293. Class Vehicles are “goods” and Plaintiff and Class Members are  
21 “buyers” within the meaning of §§ 2-103, 2-104, 2-105. Honda is also a  
22 “seller” “merchant,” or “retail seller” under §§ 2-103-and 2-104.

23 294. The implied warranty of merchantability included with the sale of  
24 each Class Vehicle means that Honda warranted that each Class Vehicle (a)  
25 would pass without objection in trade under the contract description; (b) was  
26 fit for the ordinary purposes for which the Class Vehicle would be used; and  
27 (c) conformed to the promises or affirmations of fact made on the container or  
28 label.





1           301. Plaintiff Carol Allen brings this cause of action on behalf of  
2 herself and the Nationwide Class and, in the alternative, the North Carolina  
3 Subclass.

4           302. North Carolina’s Unfair and Deceptive Trade Practices Act, N.C.  
5 Gen. Stat §§ 75.1.1 (“NCUDTPA”), prohibits a person from engaging in  
6 “[u]nfair methods of competition in or affecting commerce, and unfair or  
7 deceptive acts or practices in or affecting commerce[.]” The NCUDTPA  
8 provides a right of action for any person injured “by reason of any act or thing  
9 done by any other person, firm or corporation in violation of the provisions”  
10 of the Act. N.C. Gen. Stat. §§ 75-16.

11           303. As described above, Honda sold vehicles to Class Members even  
12 though the vehicles are defective and pose a safety hazard. Honda failed to  
13 disclose its knowledge of the VTC Defect and its attendant risks at the point  
14 of sale or otherwise.

15           304. Honda had the opportunity to disclose the VTC Defect in 2014 at  
16 the time of sale when Ms. Allen purchased her Class Vehicle at Crown Honda  
17 in Raleigh, North Carolina. Honda could have disclosed the defect through  
18 Crown Honda, on the Monroney sticker, or in the 2014 Honda CR-V press kit  
19 or other literature that accompanied the Class Vehicles.

20           305. Honda’s conduct occurred in the course of its trade or business  
21 and thus occurred in or affected “commerce” as defined in N.C. Gen. Stat. §  
22 75-1.1(b).

23           306. Honda’s deceptive acts and practices were consumer-oriented  
24 because they had a broad-range impact on consumers at large, affecting all  
25 owners and lessees of the Class Vehicles.

26           307. As a direct and proximate result of Honda’s unlawful methods,  
27 acts, and practices, Plaintiff Allen and Class Members lost money or property  
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1 because they have purchased and leased vehicles that they otherwise would  
2 not have, or would have paid less for; and that they have paid to repair or that  
3 require repairs. Meanwhile, Honda has sold more Class Vehicles than it  
4 otherwise could have and charged inflated prices for the vehicles, unjustly  
5 enriching itself.

6 308. Honda's deceptive acts and practices were willful and knowing  
7 because, as alleged above, it knew about the VTC Defect for many years  
8 before it began selling Class Vehicles and chose not to disclose the problem to  
9 consumers.

10 309. Despite its knowledge of the VTC Defect, it chose to conceal  
11 information about the defect from Ms. Allen and other consumers. This  
12 concealment was misleading and unfair in a material respect because a  
13 reasonable consumer would have been misled by Honda's conduct. Had Ms.  
14 Allen—or any reasonable consumer—been told that the Class Vehicles  
15 contained the VTC Defect, she would not have purchased her Honda CR-V.

16 310. Pursuant to N.C. Gen. Stat. § 75-16 and § 75-16.1, Plaintiff Allen  
17 and other members of the proposed North Carolina Class seek appropriate  
18 injunctive relief, recovery of actual damages, treble damages, and their  
19 reasonable costs and attorneys' fees.

20 **EIGHTEENTH CAUSE OF ACTION**

21 (Breach of Implied Warranty of Merchantability, N.C. Gen. Stat. §§ 25-2-314,  
22 et seq.)

23 On behalf of the Nationwide Class or, in the alternative, the North Carolina  
24 Sub-Class)

25 311. Plaintiffs re-allege the paragraphs above as if fully set forth  
26 herein.

27 312. Plaintiff Burns bring this cause of action on behalf of herself and  
28 the Nationwide Class or, in the alternative, the North Carolina Subclass.

1           313. The Class Vehicles are “goods” and Honda is a “merchant” in  
2 respect to the Class Vehicles under North Carolina law.

3           314. Plaintiff Carol Allen is the intended user and true consumer of the  
4 Class Vehicle that she purchased from an authorized dealership.

5           315. The implied warranty of merchantability included with the sale of  
6 each Class Vehicle means that Honda warranted that each Class Vehicle (a)  
7 would pass without objection in trade under the contract description; (b) was  
8 fit for the ordinary purposes for which the Class Vehicle would be used; and  
9 (c) conformed to the promises or affirmations of fact made on the container or  
10 label.

11           316. The Class Vehicles would not pass without objection in the  
12 automotive trade because they contain the above-described Defect, which also  
13 makes them unfit for the ordinary purpose for which a Class Vehicle would be  
14 used.

15           317. The Class Vehicles are not adequately labeled because their  
16 labeling fails to disclose the Defect and does not advise the members of the  
17 proposed North Carolina Class of the existence of the danger prior to  
18 experiencing failure firsthand.

19           318. Honda’s actions have deprived Plaintiff Allen and Class Members  
20 of the benefit of their bargains and have caused Class Vehicles to be worth  
21 less than what she and other members of the proposed North Carolina Class  
22 paid.

23           319. As a direct and proximate result of Honda’s breach of implied  
24 warranty, members of the proposed North Carolina Class received goods  
25 whose condition substantially impairs their value. Plaintiff Allen and Class  
26 Members have been damaged by the diminished value of their Class Vehicles.

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1 320. Plaintiff Allen and Class Members notified Defendants of the  
2 breach within a reasonable time and/or were not required to do so. On May  
3 19, 2023, Plaintiff Allen sent to Honda a written demand for relief. Honda  
4 has failed to make a reasonable offer of relief in response to the demand.  
5 Defendants were also on notice of the VTC Defect from, among other  
6 sources, the complaints and service requests they received from Class  
7 Members and their dealers.

8 321. Pursuant to N.C. Gen. Stat. §§ 25-2-314, et seq. Plaintiff Allen  
9 and Class Members are entitled to treble damages and other legal and  
10 equitable relief, including, at their election, the right to revoke acceptance of  
11 Class Vehicles or the overpayment or diminution in value of their Class  
12 Vehicles. They are also entitled to all incidental and consequential damages  
13 resulting from Honda’s breach, as well as reasonable attorneys’ fees and  
14 costs.

15  
16 **NINETEENTH CAUSE OF ACTION**  
17 (Negligence on behalf of the proposed Nationwide Class, or in the alternative,  
18 the Ohio Subclass)

19 322. Plaintiffs reallege the paragraphs as if fully set forth herein.

20 323. Plaintiff Catherine Davis brings this cause of action on behalf of  
21 herself and the Nationwide Class or, in the alternative, the Ohio Subclass.

22 324. Honda had a duty to design and manufacture a product that would  
23 be safe for its intended and foreseeable uses and users, including the use to  
24 which its products were put by Plaintiff and Class Members. Honda breached  
25 its duties to Plaintiff and Class Members because it was negligent in the  
26 design, development, manufacture, and testing of VTC actuators as installed  
27 in Class Vehicles, and Honda is responsible for this negligence.  
28

1           325. Honda was negligent in the design, development, manufacture,  
2 and testing of VTC Actuators installed in the Class Vehicles because it knew,  
3 or in the exercise of reasonable care should have known, that the vehicles  
4 equipped with defective VTC actuators pose an unreasonable risk of serious  
5 bodily injury to Plaintiff and the other class members, other motorists,  
6 pedestrians, and the public at large.

7           326. A finding that Honda owed a duty to Plaintiffs and other class  
8 members would not significantly burden Honda.

9           327. As a direct, reasonably foreseeable, and proximate result of  
10 Honda's failure to exercise reasonable care to inform Plaintiffs and Class  
11 Members about the Defect or to provide appropriate repair procedures for it,  
12 Plaintiff and Class Members have suffered damages in that they spent more  
13 money than they otherwise would have on Class Vehicles which are of  
14 diminished value.

15           328. Plaintiff and Class Members could not have prevented the  
16 damages caused by Honda's negligence through the exercise of reasonable  
17 diligence. Neither Plaintiff nor the Ohio Class contributed in any way to  
18 Honda's failure to provide appropriate notice and repair procedures.

19           329. Plaintiff and the Ohio Class seek to recover the damages caused  
20 by Honda. Because Honda acted fraudulently and with wanton and reckless  
21 misconduct, Plaintiff also seeks an award of punitive damages.

22                           **TWENTIETH CAUSE OF ACTION**

23                           (Breach of Implied Warranty, Ohio Rev. Code Ann. § 1302.27  
24 On behalf of the Nationwide Class or, in the alternative, the Ohio Subclass)

25           330. Plaintiffs re-allege the paragraphs above as if fully set forth  
26 herein.

1           331. Plaintiff Catherine Davis brings this cause of action on behalf of  
2 herself and the Nationwide Class or, in the alternative, the Ohio Subclass.

3           332. The implied warranty of merchantability included with the sale of  
4 each Class Vehicle means that Honda warranted that each Class Vehicle (a)  
5 would pass without objection in trade under the contract description; (b) was  
6 fit for the ordinary purposes for which the Class Vehicle would be used; and  
7 (c) conformed to the promises or affirmations of fact made on the container or  
8 label.

9           333. The Class Vehicles are not adequately labeled because their  
10 labeling fails to disclose the Defect and does not advise Plaintiffs and Class  
11 Members of the existence of the danger prior to experiencing failure firsthand.

12           334. Honda's actions have deprived Plaintiff and Class Members of the  
13 benefit of their bargains and have caused Class Vehicles to be worth less than  
14 what Plaintiff and Class Members paid.

15           335. As a direct and proximate result of Honda's breach of implied  
16 warranty, Plaintiffs and Class Members received goods whose condition  
17 substantially impairs their value. Plaintiff Davis and Class Members have  
18 been damaged by the diminished value of their Class Vehicles.

19           336. Plaintiffs and Class Members notified Defendants of the breach  
20 within a reasonable time and/or were not required to do so. Plaintiff Davis  
21 notified Honda directly of the breach by letter on May 19, 2023.

22           337. Plaintiff Davis and Class Members are entitled to damages and all  
23 incidental and consequential damages resulting from Honda's breach.  
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**TWENTY-FIRST CAUSE OF ACTION**

(Violation of Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 Pa. Cons. Stat. § 201-1, et seq. on behalf of the Nationwide Class, and alternatively, the Pennsylvania Subclass)

338. Plaintiffs re-allege the paragraphs above as if fully set forth herein.

339. Plaintiff Reiser brings this cause of action on behalf of herself and the Nationwide Class or, alternatively, the Pennsylvania Subclass.

340. Defendants knew that the Class Vehicles’ VTC Actuator suffered from an inherent safety defect, would fail prematurely and were not suitable for their intended use.

341. Defendants were under a duty to Plaintiffs and the Class Members to disclose the defective nature of the Class Vehicles’ VTC Actuator and the associated repair costs because:

- a. Defendants were in a superior position to know the true state of facts about the safety defect contained in the Class Vehicles’ VTC Actuators;
- b. Plaintiffs and the Class Members could not reasonably have been expected to learn or discover that their VTC Actuators have a dangerous safety defect until after they purchased the Class Vehicles;
- c. Defendants knew that Plaintiffs and the Class Members could not reasonably have been expected to learn about or discover the VTC Defect; and
- d. Defendants actively concealed the defective nature of the Class Vehicles’ VTC Actuators from Plaintiffs and Class Members at the time of sale and thereafter.

1           342. By failing to disclose the VTC Defect, Defendants knowingly and  
2 intentionally concealed material facts regarding the VTC Defect and breached  
3 their duty not to do so.

4           343. The facts concealed or not disclosed by Defendants to Plaintiffs  
5 and Class Members are material because a reasonable consumer would have  
6 considered them to be important in deciding whether to purchase the Class  
7 Vehicles, or to pay less for them. Had Plaintiffs and other Class Members  
8 known that the Class Vehicles' VTC Actuator was defective, they would not  
9 have purchased the Class Vehicles or would have paid less for them.

10           344. Plaintiffs and Class Members are reasonable consumers who do  
11 not expect that their vehicles will suffer from a VTC Defect.

12           345. As a direct and proximate result of Defendants' unfair or  
13 deceptive acts and practices, Plaintiffs and Class Members justifiably relied  
14 on Defendants' misrepresentations and omissions, have been harmed and have  
15 suffered and will continue to suffer actual damages in that the Class Vehicles  
16 and their VTC Actuators are defective and require repairs or replacement.  
17 The Class Vehicles are worth less than they would be if they had a non-  
18 defective VTC Actuator.

19           346. Plaintiffs seek actual damages, restitution, statutory and punitive  
20 damages, attorney fees, costs, and any other relief that the Court deems just  
21 and necessary due to Defendants' failure to rectify or agree to adequately  
22 rectify its violations as detailed above.

23                           **TWENTY-SECOND CAUSE OF ACTION**

24                           (Breach of Implied Warranty, Pa. Cons. Stat. §§ 2314-2315  
25                           On behalf of the Nationwide Class or, in the alternative, the Pennsylvania  
26                           Subclass)

27           347. Plaintiffs re-allege the paragraphs above as if fully set forth  
28 herein.

1           348. Plaintiff Reiser brings this cause of action on behalf of herself and  
2 the Nationwide Class or, in the alternative, the Pennsylvania Subclass.

3           349. The implied warranty of merchantability included with the sale of  
4 each Class Vehicle means that Honda warranted that each Class Vehicle (a)  
5 would pass without objection in trade under the contract description; (b) was  
6 fit for the ordinary purposes for which the Class Vehicle would be used; and  
7 (c) conformed to the promises or affirmations of fact made on the container or  
8 label.

9           350. The Class Vehicles are not adequately labeled because their  
10 labeling fails to disclose the Defect and does not advise Plaintiffs and Class  
11 Members of the existence of the danger prior to experiencing failure firsthand.

12           351. Honda's actions have deprived Plaintiff and Class Members of the  
13 benefit of their bargains and have caused Class Vehicles to be worth less than  
14 what Plaintiff and Class Members paid.

15           352. As a direct and proximate result of Honda's breach of implied  
16 warranty, Plaintiffs and Class Members received goods whose condition  
17 substantially impairs their value. Plaintiff Reiser and Class Members have  
18 been damaged by the diminished value of their Class Vehicles.

19           353. Plaintiffs and Class Members notified Defendants of the breach  
20 within a reasonable time and/or were not required to do so. Plaintiff Reiser  
21 further notified Honda directly of the breach by letter on February 28, 2022.

22           354. Plaintiff Reiser and Class Members are entitled to damages and all  
23 incidental and consequential damages resulting from Honda's breach.

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1           362. Defendants were under a duty to Plaintiffs and the other Class  
2 Members to disclose the defective nature of the Class Vehicles' VTC  
3 Actuators because Defendants were in a superior position to know the true  
4 state of facts about the safety defect contained in the Class Vehicles' VTC  
5 Actuators. Plaintiffs and the Class Members, moreover, could not reasonably  
6 have been expected to learn or discover that their VTC Actuators have a  
7 dangerous safety defect until after they purchased the Class Vehicles.

8           363. Defendants actively concealed the defective nature of the Class  
9 Vehicles' VTC Actuators from Plaintiffs and Class Members at the time of  
10 sale and thereafter. Defendants had the opportunity to disclose the existence  
11 of the VTC Defect to Plaintiffs Han and Kuhlmann on the Monroneys stickers  
12 that they viewed on the day that they purchased their Honda vehicles and  
13 when they spoke to the respective dealer representatives.

14           364. Defendants intended for Honda dealers to omit the existence of  
15 the VTC Defect and systematically withheld misinformation about the VTC  
16 Defect and informed Honda dealers that the VTC Defect did not affect the  
17 Class Vehicle's functioning. Defendants withheld information about the VTC  
18 Defect so that Honda dealers would continue to sell the Class Vehicles on  
19 terms favorable to Defendants and to minimize warranty claims.

20           365. The facts concealed or not disclosed by Defendants to Plaintiffs  
21 and Class Members are a substantial factor in causing Plaintiffs' harm  
22 because a reasonable person would have considered them to be important in  
23 deciding whether or not to purchase or lease Defendants' Class Vehicles, or to  
24 pay less for them.

25           366. Plaintiffs and other Class Members relied on Defendants' failure  
26 to disclose to their detriment. Had they known that the Class Vehicles  
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1 suffered from the VTC Defect described herein, they would not have  
2 purchased or leased the Class Vehicles or would have paid less for them.

3 367. Defendants continued to conceal the defective nature of the Class  
4 Vehicles and their VTC Actuators even after Class Members began to report  
5 problems. Indeed, Defendants continue to cover up and conceal the true  
6 nature of this systematic problem today.

7 368. Plaintiffs are informed and believe, and based thereon allege, that  
8 despite its knowledge of the VTC Defect, Honda rolled out the Class Vehicles  
9 without disclosing the problem to meet its own internal schedules and revenue  
10 goals. The utility of this self-serving conduct, which only benefits Honda and  
11 serves no public good, is greatly outweighed by the gravity of the potential  
12 harm to consumers.

13 **B. Defendants violated the TDTPA by breaching implied**  
14 **warranties that apply to the Class Vehicles pursuant to Tex.**  
15 **Bus. & Com. Code §§ 17.50(a)(2) and 2.314**

16 369. Defendants provided Plaintiffs and Class Members with an  
17 implied warranty that the Class Vehicles and any parts thereof were  
18 merchantable and fit for the ordinary purposes for which they were sold.  
19 However, the Class Vehicles were and are not fit for their ordinary purpose of  
20 providing reasonably reliable and safe transportation because the Class  
21 Vehicles suffer from a VTC Defect that can make driving unreasonably  
22 dangerous.

23 370. Defendants were at all relevant times the manufacturer,  
24 distributor, warrantor, and/or seller of the Class Vehicles. Defendants knew  
25 or had reason to know of the specific use for which the Class Vehicles were  
26 purchased.

27 371. Defendants impliedly warranted that the Class Vehicles were of  
28 merchantable quality and fit for such use. This implied warranty included,

1 among other things: (i) a warranty that the Class Vehicles' VTC Actuator  
2 designed, manufactured, supplied, distributed, and sold by Defendants were  
3 safe and reliable for providing transportation; and (ii) a warranty that the  
4 Class Vehicles' VTC Actuator would be fit for its intended use while the  
5 Class Vehicles were being operated.

6 372. Contrary to the applicable implied warranties, the Class Vehicles'  
7 VTC Actuator, at the time of sale or lease and thereafter, was not fit for its  
8 ordinary and intended purpose of providing Plaintiffs and Class Members  
9 with reliable, durable, and safe transportation. Instead, the Class Vehicles are  
10 defective, as described more fully above.

11 373. By breaching the implied warranties that the Class Vehicles were  
12 of merchantable quality and fit for such use, Defendants violated of the  
13 TDTPA, Tex. Bus & Com. Code § 17.50(a)(2).

14 374. Because of Defendants' violations of the TDTPA, Plaintiffs and  
15 Class Members are entitled to economic damages in an amount to be  
16 determined at trial, an order enjoining further violations of the TDTPA,  
17 attorney fees and costs, and any further relief the Court deems just and  
18 necessary.

19 **TWENTY-FOURTH CAUSE OF ACTION**

20 (Breach of Implied Warranty, Tex. Bus. & Com. Code §§ 2.314, 315, on  
21 behalf of the Nationwide Class and, in the alternative, the Texas Subclass)

22 375. Plaintiffs re-allege the paragraphs above as if fully set forth  
23 herein.

24 376. Plaintiffs Han and Kuhlmann bring this cause of action on behalf  
25 of themselves and the Nationwide Class or, in the alternative, on behalf of the  
26 proposed Texas Subclass.  
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1           384. Plaintiff Ric Heaton brings this cause of action on behalf of  
2 himself and the Nationwide Class or, alternatively, the Washington Subclass.

3           385. Honda is a “person” within the meaning of Wash. Rev. Code.  
4 Ann. § 19.86.010(1).

5           386. Defendants knew that the Class Vehicles’ VTC Actuators suffered  
6 from an inherent defect, would fail prematurely and were not suitable for their  
7 intended use.

8           387. In failing to disclose the VTC Defect, Defendants knowingly and  
9 intentionally concealed material facts and breached its duty not to do so,  
10 thereby engaging in a fraudulent business act or practice within the meaning  
11 of the WCPA.

12           388. Defendants were under a duty to Plaintiff and the other Class  
13 Members to disclose the defective nature of the Class Vehicles’ VTC Actuator  
14 because Defendants were in a superior position to know the true state of facts  
15 about the safety defect in the Class Vehicles’ VTC actuators Defendants  
16 actively concealed the defective nature of the Class Vehicles’ VTC Actuators  
17 from Plaintiffs and Class Members at the time of sale and thereafter.

18           389. Defendants actively concealed the defective nature of the Class  
19 Vehicles’ VTC Actuators from Plaintiffs and Class Members at the time of  
20 sale and thereafter in order to induce Plaintiffs and Class Members to  
21 purchase the Class Vehicles. Defendants had the opportunity to disclose the  
22 existence of the Defect when Plaintiff Heaton purchased his Class Vehicle  
23 from Lynnwood Honda in 2013. Defendants could have disclosed the  
24 existence of the defect by noting or disclaiming its existence on the Monroney  
25 sticker, through the dealer sales representative, in the 2013 Honda CR-V press  
26 kit, or in other media or advertising.

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1           390. The facts concealed or not disclosed by Defendants to Plaintiffs  
2 and the other Class Members are material because a reasonable person would  
3 have considered them to be important in deciding whether or not to purchase  
4 or lease Defendants' Class Vehicles, or to pay less for them. But for  
5 Defendants' concealment, Plaintiffs and Class Members would have known  
6 that the Class Vehicles suffered from the VTC Defect and they would not  
7 have purchased or leased the Class Vehicles or would have paid less for them.

8           391. Defendants intended for Honda dealers to omit the existence of  
9 the VTC Defect and systematically withheld misinformation about the VTC  
10 Defect and informed Honda dealers that the VTC Defect did not affect the  
11 Class Vehicle's functioning. Defendants withheld information about the VTC  
12 Defect so that Honda dealers would continue to sell the Class Vehicles on  
13 terms favorable to Defendants and to minimize warranty claims.

14           392. Defendants continued to conceal the defective nature of the Class  
15 Vehicles and their VTC actuators even after Class Members began to report  
16 problems. Indeed, Defendants continue to cover up and conceal the true  
17 nature of this systematic problem today.

18           393. Defendants' unfair or deceptive acts or practices occurred  
19 repeatedly in Defendants' trade or business and were capable of deceiving a  
20 substantial portion of the purchasing public and potential consumers of the  
21 Class Vehicles.

22           394. As a direct and proximate result of Defendants' deceptive acts or  
23 practices, Plaintiffs and Class Members have suffered and will continue to  
24 suffer actual damages.

25           395. Because Defendants' willful and knowing conduct caused injury  
26 to Plaintiffs, Plaintiffs seeks recovery of actual damages, discretionary  
27 punitive damages, reasonable attorneys' fees and costs, and an order enjoining  
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1 Defendants' deceptive conduct, and any other relief that the Court deems just  
2 and necessary.

3 **TWENTY-SIXTH CAUSE OF ACTION**

4 (Breach of Implied Warranty, R.C.W. §§ 62A.2-314 and 62A.2-315 on behalf  
5 of the Nationwide Class and, in the alternative, the Washington Subclass)

6 396. Plaintiffs re-allege the paragraphs above as if fully set forth  
7 herein.

8 397. Plaintiff Ric Heaton brings this cause of action on behalf of  
9 himself and the Nationwide Class or, in the alternative, on behalf of the  
10 proposed Washington Subclass.

11 398. Plaintiff is the intended users and true consumers of the Class  
12 Vehicle that he purchased from an authorized dealership. He uses his vehicles  
13 as intended by Honda and in a manner that was foreseeable.

14 399. The implied warranty of merchantability included with the sale of  
15 each Class Vehicle means that Honda warranted that each Class Vehicle: (a)  
16 would pass without objection in trade under the contract description; (b) was  
17 fit for the ordinary purposes for which the Class Vehicle would be used; and  
18 (c) conformed to the promises or affirmations of fact made on the container or  
19 label.

20 400. The Class Vehicles are not adequately labeled because their  
21 labeling fails to disclose the VTC Defect and does not advise consumers of  
22 the existence of the danger prior to experiencing the VTC Defect firsthand.

23 401. Honda's actions have deprived Plaintiff and Class Members of the  
24 benefit of their bargain and have caused Class Vehicles to be worth less than  
25 what Plaintiff and other Class Members paid.

26 402. As a direct and proximate result of Honda's breach of implied  
27 warranty, Class Members received goods whose condition substantially  
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1 impairs their value. Plaintiffs and Class Members have been damaged by the  
2 diminished value of their Class Vehicles.

3 403. Plaintiffs and Class Members are entitled to actual damages,  
4 including all incidental and consequential damages, resulting from Honda's  
5 breach of the implied warranty.

6 **TWENTY-SEVENTH CAUSE OF ACTION**

7 (Unjust enrichment on behalf of the Nationwide Class or, in the alternative, the  
8 California, Colorado, Connecticut, Florida, Massachusetts, Minnesota, New  
9 Jersey, New York, North Carolina, Pennsylvania, Texas and Washington  
Subclasses)

10 404. Plaintiffs re-allege the paragraphs above as if fully set forth  
11 herein.

12 405. Plaintiffs bring this cause of action on behalf of themselves and  
13 the Nationwide Class, and alternatively, Colorado, Connecticut, Florida,  
14 Massachusetts, New Jersey, Ohio, Pennsylvania, Texas and Washington  
15 Subclasses.

16 406. As described above, Defendants sold the Class Vehicles to  
17 Plaintiffs and Class Members even though the vehicles suffered from the VTC  
18 Defect and posed a safety risk. Defendants failed to disclose the VTC Defect  
19 at the t of sale or following the sale of the Class Vehicles.

20 404. As a result of their fraudulent acts and omissions related to the  
21 VTC Defect, Defendants charged Plaintiffs and Class Members more than it  
22 otherwise could have for Class Vehicles, obtaining monies which rightfully  
23 belong to Plaintiffs and Class Members.

24 405. It would be inequitable and unjust for Defendants to retain these  
25 wrongfully obtained profits.

26 406. Defendants' retention of these wrongfully obtained profits would  
27 violate the fundamental principles of justice, equity, and good conscience.  
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1 c. Defendants knew that Plaintiffs and the Class Members could not  
2 reasonably have been expected to learn about or discover the VTC  
3 Defect; and

4 d. Defendants actively concealed the defective nature of the Class  
5 Vehicles' VTC Actuator from Plaintiffs and Class Members at the  
6 time of sale and thereafter.

7 413. The facts concealed or not disclosed by Defendants to Plaintiffs  
8 and the other Class Members are material in that a reasonable person would  
9 have considered them to be important in deciding whether to purchase or lease  
10 Defendants' Class Vehicles or pay less for them. Had Plaintiffs and Class  
11 Members known about the defective nature of the Class Vehicles' VTC  
12 Actuator, they would not have purchased or leased the Class Vehicles, or  
13 would have paid less for them.

14 414. Defendants concealed or failed to disclose the true nature of the  
15 design and/or manufacturing defects contained in the Class Vehicles' VTC  
16 Actuator in order to induce Plaintiffs and Class Members to act thereon.  
17 Plaintiffs and the other Class Members justifiably relied on Defendants'  
18 omissions to their detriment. This detriment is evident from Plaintiffs and  
19 Class Members' purchase or lease of Defendants' defective Class Vehicles.

20 415. Defendants continued to conceal the defective nature of the Class  
21 Vehicles' VTC Actuator even after Class Members began to report the  
22 problems. Indeed, Defendants continue to cover up and conceal the true nature  
23 of the problem today.

24 416. As a direct and proximate result of Defendants' misconduct,  
25 Plaintiffs and Class Members have suffered and will continue to suffer actual  
26 damages.

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1 **RELIEF REQUESTED**

2 417. Plaintiffs, on behalf of themselves and all others similarly  
3 situated, request the Court to enter judgment against Defendants, and issue an  
4 order providing the following relief:

- 5 a. That Defendants provide notice, in a form pre-approved by the  
6 counsel identified below, to all current owners or lessees of the Class  
7 Vehicles in the United States and in the said notice offer to replace  
8 the defective VTC Actuator and any related component parts  
9 contained in every Class Vehicle with a non-defective VTC Actuator  
10 and component parts;
- 11 b. That Defendants provide notice, in a form pre-approved by the  
12 counsel identified below, to all current and subsequent owners and  
13 lessees of the Class Vehicles in the United States and in the said  
14 notice extend the warranty for all of the Class Vehicles' parts,  
15 components or systems that constitute the VTC Actuator, or that bear  
16 upon or are impacted by the VTC Defect, applicable to both original  
17 and subsequent purchasers of every Class Vehicle in the United  
18 States;
- 19 c. That Defendants offer to reimburse all current and former owners and  
20 lessees in the United States who have purchased or leased the Class  
21 Vehicles, all expenses already incurred as a result of the VTC Defect,  
22 including repairs, diagnostics, and any other consequential and  
23 incidental damages (for example, towing charges, vehicle rentals,  
24 etc.);
- 25 d. That Defendants immediately cease the sale and lease of the Class  
26 Vehicles at all authorized Honda dealerships in the United States  
27 without first notifying the purchasers of the VTC Defect, and  
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- 1 otherwise immediately cease to engage in the violations of law as set  
2 forth above;
- 3 e. Damages and restitution in an amount to be proven at trial;
- 4 f. An order certifying the proposed Class and Subclasses, designating  
5 Plaintiffs as named representatives of the Classes, and designating  
6 the undersigned as Class Counsel;
- 7 g. A declaration that Defendants are financially responsible for  
8 notifying all Class Members about the defective nature of the Class  
9 Vehicles' VTC Actuator
- 10 h. Provide any and all remedies available pursuant to the consumer  
11 protection and common law fraud laws of California, Colorado,  
12 Connecticut, Florida, Massachusetts, Minnesota, New Jersey, New  
13 York, North Carolina, Ohio, Pennsylvania, Texas and Washington;
- 14 i. An award to Plaintiffs and the Classes of compensatory, exemplary,  
15 and statutory damages, including interest, in an amount to be proven  
16 at trial;
- 17 j. A declaration that Defendants must disgorge, for the benefit of the  
18 Classes, all or part of the ill-gotten profits it received from the sale or  
19 lease of the Class Vehicles, and/or make full restitution to Plaintiffs  
20 and Class Members;
- 21 k. An award of attorneys' fees and costs, as allowed by law;
- 22 l. An award of pre-judgment and post-judgment interest, as provided by  
23 law;
- 24 m. Leave to amend the Complaint to conform to the evidence produced  
25 at trial; and
- 26 n. Such other relief as may be appropriate under the circumstances.
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**JURY TRIAL DEMANDED**

Pursuant to Fed. R. Civ. P. 38(b), Plaintiffs hereby demand a trial by jury on all issues so triable.

Dated: July 5, 2023

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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 Over Alleged VTC Actuator Defect in Certain Honda CR-V, Accord, Crosstour Vehicles](#)

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