

**KESSLER TOPAZ
MELTZER & CHECK, LLP**
Jennifer L. Joost (Bar No. 296164)
jjoost@ktmc.com
One Sansome Street, Suite 1850
San Francisco, CA 94104
Telephone: (415) 400-3000
Facsimile: (415) 400-3001

*Counsel for Plaintiff Deneen Nock and
the Proposed Classes*

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

DENEEN NOCK, Individually and on
Behalf All Others Similarly Situated,

Plaintiff,

v.

HONDA MOTOR COMPANY
LIMITED, a Japanese Corporation, and
AMERICAN HONDA MOTOR CO.,
INC., a California Corporation,

Defendants.

Case No. 2:23-cv-00109

**CLASS ACTION COMPLAINT
FOR DAMAGES, INJUNCTIVE,
AND EQUITABLE RELIEF FOR:**

- 1. BREACH OF EXPRESS WARRANTY**
- 2. MAGNUSON-MOSS WARRANTY ACT (15 U.S.C. § 2301)**
- 3. BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**
- 4. FRAUDULENT CONCEALMENT**
- 5. NEGLIGENT MISREPRESENTATION**
- 6. UNJUST ENRICHMENT**
- 7. NORTH CAROLINA UNFAIR AND DECEPTIVE TRADE PRACTICES ACT (N.C. GEN. STAT. § 75-1.1)**

JURY TRIAL DEMANDED

TABLE OF CONTENTS

		Page
1		
2		
3	I. INTRODUCTION	1
4	II. THE PARTIES	4
5	A. Plaintiff.....	4
6	B. Defendants	5
7	III. JURISDICTION AND VENUE.....	6
8	IV. FACTUAL ALLEGATIONS.....	7
9	C. The AIS Defect	7
10	D. Defendants Touted Quality, Reliability, and Safety in Their Marketing and Advertising	8
11	E. Defendants’ Knowledge of the Defect and Associated Safety Risk	11
12	V. TOLLING OF THE STATUTE OF LIMITATIONS AND ESTOPPEL	25
13	VI. CLASS ACTION ALLEGATIONS.....	25
14	VII. CLAIMS FOR RELIEF	29
15	COUNT I Breach of Express Warranty	
16	(On behalf of the Nationwide Class and the North Carolina Sub-Class).....	29
17	COUNT II Violation of the Magnuson-Moss Warranty Act (“MMWA”),	
18	15 U.S.C. § 2301, <i>et seq.</i>	
	(On behalf of the Nationwide Class and the North Carolina Sub-Class).....	32
19	COUNT III Breach of Implied Warranty of Merchantability	
	(On behalf of the Nationwide Class and the North Carolina Sub-Class).....	35
20	COUNT IV Fraudulent Concealment	
21	(On behalf of the Nationwide Class and the North Carolina Sub-Class).....	37
22	COUNT V Negligent Misrepresentation	
	(On behalf of the Nationwide Class and the North Carolina Sub-Class).....	39
23	COUNT VI Unjust Enrichment	
24	(On behalf of the Nationwide Class and the North Carolina Sub-Class).....	40
25	COUNT VII Violation of the North Carolina Unfair and Deceptive	
26	Trade Practices Act (“UDTPA”) N.C. Gen. Stat. § 75-1.1, <i>et seq.</i>	
	(On behalf of the North Carolina Sub-Class).....	41
27	VIII. PRAYER FOR RELIEF	44
28	IX. DEMAND FOR JURY TRIAL	45

1 The allegations herein are based on personal knowledge as to Plaintiff’s own
2 conduct and are made on information and belief as to all other matters based on an
3 investigation by counsel.¹

4 **I. INTRODUCTION**

5 1. Plaintiff Deneen Nock (“Plaintiff”) brings this class action against Honda
6 Motor Company, Ltd. (“HML”) and American Honda Motor Company, Inc. (“AHMC”
7 and collectively “Defendants”), individually and on behalf of all persons or entities in
8 the United States who purchased, leased, or own a Class Vehicle (defined below),
9 asserting claims for fraud by omission/fraudulent concealment, negligent
10 misrepresentation, unjust enrichment, breach of express and implied warranties,
11 violation of the Magnuson-Moss Warranty Act (“MMWA”), 15 U.S.C. § 2301, *et seq.*,
12 and violation of the North Carolina Unfair and Deceptive Trade Practices Act
13 (“UDTPA”), N.C. Gen. Stat. § 75-1.1, *et seq.* on behalf of the Classes (defined below).

14 2. The affected vehicles include model years 2016-2020 Honda Pilot, and
15 model years 2015-2020 Honda Odyssey, Acura TLX, and Acura MDX vehicles
16 designed, manufactured, marketed, distributed, sold, warranted, and/or serviced by
17 Defendants and equipped with a 3.5L engine as well as a 9-speed automatic
18 transmission (the “Class Vehicles”).

19 3. The Class Vehicles are equipped with an Auto-Idle Stop (“AIS”; also
20 referred to as “Auto Start/Stop” or “Idle Stop”) that is designed to improve fuel
21 efficiency. When engaged and functioning correctly, the AIS feature automatically
22 shuts off the engine when the vehicle comes to a complete stop, and automatically
23 restarts the engine when the driver releases the brake pedal, thereby reducing fuel
24 consumption while the vehicle is stationary.

25 _____
26 ¹ Counsel’s investigation includes an analysis of publicly available information,
27 including consumer complaints made to the National Highway Traffic Safety
28 Administration (“NHTSA”) and additional analysis. Plaintiff believes that a reasonable
opportunity for discovery will provide further support for the claims alleged herein.

1 4. The Class Vehicles suffer from a defect that causes the AIS system to fail
2 to trigger an automatic engine restart when the driver releases the brake pedal, with the
3 AIS feature engaged. When this occurs, the Class Vehicles will, suddenly and without
4 warning, become inoperable and immobile (the “AIS Defect” or “Defect”).

5 5. The Defect has resulted in hundreds of complaints to NHTSA.

6 6. The Defect poses significant safety risks to Plaintiff and members of the
7 Classes when the AIS fails to restart the engine, and the Class Vehicles become
8 inoperable and immobile, often in hazardous locations.

9 7. The Defect also poses the risk that Plaintiff and members of the Classes
10 will be faced with significant costs of towing inoperable vehicles, ineffective repairs
11 and/or unnecessary replacement parts while trying to diagnose and fix the Defect in
12 their Class vehicles. Because Defendants have not developed a remedy for the AIS
13 Defect, these efforts will be futile, and the AIS system’s engine restart failure will
14 recur, leading to additional service visits and more out-of-pocket costs.

15 8. The AIS Defect is not new to Defendants. In 2018, Defendant AHMC
16 issued an internal communication to its network of authorized Service Managers and
17 Advisors, acknowledging customer complaints related to inoperative AIS systems in
18 their 2018 Honda Odyssey and 2018 Honda Pilot vehicles, and requesting to conduct
19 site visits to inspect impacted vehicles.

20 9. Four years and hundreds of customer complaints after first notifying
21 authorized Service Managers and Advisors of the Defect, Defendants have failed to
22 issue a recall, extend the warranty of the Class Vehicles, offer effective repairs and/or
23 appropriate replacement parts, or taken any other corrective action with regard to the
24 AIS Defect in the Class Vehicles.

25 10. The volume of consumer NHTSA complaints about the AIS failure to
26 automatically restart engines in the Class Vehicles prompted NHTSA to launch its own
27 investigation on June 3, 2022 into the AIS Defect.

1 11. Despite having longstanding knowledge of the AIS Defect, the NHTSA
2 complaints, and the risk of collisions when the AIS feature fails to restart the engine as
3 expected, Defendants knowingly, actively, and affirmatively omitted and/or concealed
4 the existence of the Defect to increase profits by selling and leasing additional Class
5 Vehicles. Knowledge and information regarding the Defect and the associated safety
6 risk was in the exclusive and superior possession of Defendants and their dealers, and
7 was not provided to Plaintiff and members of the Classes, who could not reasonably
8 discover the Defect through due diligence. Based on pre-production testing, design
9 failure mode analysis, and consumer complaints to dealers and NHTSA, *inter alia*,
10 Defendants were aware of the Defect in the Class Vehicles and fraudulently concealed
11 the Defect from Plaintiff and members of the Classes.

12 12. Notwithstanding this knowledge, Defendants continued selling defective
13 vehicles, have failed to disclose the existence of the Defect to Plaintiff and members
14 of the Classes, have not issued a recall addressing the Defect, and have not remedied
15 the issue and/or compensated Class Vehicle owners for the material defect. Rather,
16 Defendants wrongfully and intentionally concealed the Defect from Plaintiff and
17 members of the Classes.

18 13. No reasonable consumer expects to purchase or lease a vehicle containing
19 a concealed defect that fails to automatically restart the engine, thus stalling the vehicle
20 on public roadways, and creating a risk of collision and danger to the vehicle and its
21 occupants. The Defect is material to Plaintiff and members of the Classes because when
22 they purchased or leased their Class Vehicles, they reasonably relied on the reasonable
23 expectation that the Class Vehicles would be free from defects and not be prone to
24 having their AIS system fail to operate as intended during routine driving, placing
25 vehicle occupants at risk of collision. Had Defendants disclosed the Defect, Plaintiff
26 and members of the Classes would not have purchased or leased the Class Vehicles, or
27 would have paid less for their vehicles.

1 14. Honda offers New Vehicle Limited Warranty coverage for the Honda-
2 branded Class Vehicles for three years or 36,000 miles which promises that, free of
3 charge, “Honda will repair or replace any part that is defective in material or
4 workmanship under normal use,” excluding such items as normal wear or deterioration,
5 fluid replacement, damaged window glass (unless due to a manufacturing defect),
6 cosmetic flaws (unless due to a defect in workmanship), and expendable maintenance
7 items. Defendants also provide Powertrain Limited Warranty coverage for Class
8 Vehicles for five years or 60,000 miles that covers, free of charge, the repair or
9 replacement of certain powertrain components, including the engine and transmission.

10 15. Defendants also provide warranty coverage for their Acura-branded Class
11 Vehicles that is similar in most respects, differing only in duration of coverage and
12 mileage limits, which increase to four years or 50,000 miles, and six years or 70,000
13 miles for Acura’s New Vehicle Limited Warranty and Powertrain Limited Warranty,
14 respectively.

15 16. Plaintiff and the Classes assert claims against Defendants for fraudulent
16 concealment, negligent misrepresentation, unjust enrichment, breach of express and
17 implied warranties, violation of the MMWA, 15 U.S.C. § 2301 *et seq.*, and for violation
18 of the UDTPA, N.C. Gen. Stat. § 75-1.1, *et seq.*

19 17. Thus, as a direct result of Defendants’ unlawful conduct, Plaintiff and
20 members of the Classes have been harmed and are entitled to, *inter alia*, actual
21 damages, including: damages for diagnosis, repair, and/or replacement of the damaged
22 components; damages for the diminished value of their vehicles; compensatory,
23 statutory, and punitive damages, attorneys’ fees, costs, restitution, and/or injunctive
24 and declaratory relief.

25 **II. THE PARTIES**

26 **A. Plaintiff**

27 18. Plaintiff Deneen Nock is a citizen of North Carolina, and resides in
28 Raleigh, North Carolina.

1 19. On or around December 31, 2017, Plaintiff purchased a new 2017 Honda
2 Pilot AWD Touring, equipped with the AIS feature, from Leith Honda in Raleigh,
3 North Carolina for personal, family, or household purposes.

4 20. Beginning when Plaintiff's Honda Pilot was approximately two years old,
5 it has failed to automatically restart numerous times due to the AIS Defect, endangering
6 Plaintiff. On more than one occasion, Plaintiff's Class Vehicle stalled while she was in
7 an intersection, waiting to make a left turn, and she narrowly avoided collisions with
8 approaching vehicles. Each time that this has occurred, Plaintiff was placed in fear for
9 her safety.

10 21. Plaintiff notified the Honda dealership of the AIS Defect in her Class
11 Vehicle, and stated that she was fearful of driving the vehicle, particularly with her
12 daughter in the car. The dealership's representative told Plaintiff that it was "just the
13 way the car is made," and advised her that she could manually override the AIS feature
14 each time the vehicle is driven, but that there was no way to permanently disable it.

15 22. Without an effective, convenient, and permanent remedy for the AIS
16 Defect, the AIS feature in Plaintiff's Class Vehicle remains prone to not restarting the
17 engine at the appropriate time, and creates a hazardous condition for Plaintiff and other
18 occupants of her vehicle.

19 **B. Defendants**

20 23. Defendant AHMC is a California corporation with its principal place of
21 business at 1919 Torrance Boulevard, Torrance, California.

22 24. Defendant HML is a Japanese corporation, headquartered in Minato-ku,
23 Tokyo, Japan. At present, HML is the fifth largest automaker in the world with annual
24 revenue of approximately \$110 billion. HML is the corporate parent of Defendant
25 AHMC. Below, unless otherwise specified, AHMC and HML, are referred to
26 collectively as "Honda."

27 25. Defendants design, engineer, manufacture, market, and/or sell vehicles.
28 Defendants market and distribute vehicles for sale under the Honda and Acura brands,

1 through their authorized dealers located throughout the United States, including within
2 this District.

3 26. At all times relevant to this action, Defendants and/or their agents
4 manufactured, distributed, sold, leased, and warranted the Class Vehicles, containing
5 the defect described herein, throughout the United States. Defendants developed and
6 disseminated the owner's manuals and warranty booklets, maintenance schedules,
7 advertisements, and other promotional materials relating to the Class Vehicles.

8 27. Upon information and belief, at all times relevant to this action,
9 Defendants made decisions related to advertisement, marketing, maintenance
10 schedules, sales, warranties, and recalls of the Class Vehicles at AHMC's Torrance,
11 California headquarters, which is located within this District.

12 **III. JURISDICTION AND VENUE**

13 28. This Court has jurisdiction over this action pursuant to 28 U.S.C.
14 § 1332(d)(2). The matter in controversy, exclusive of interest and costs, exceeds the
15 sum or value of \$5,000,000 and is a class action in which there are more than 100
16 members of the Classes, members of the Classes (as defined below) are citizens of
17 states different from Defendants, and greater than two-thirds of the members of the
18 Classes reside in states other than the states in which Defendants are citizens. This
19 Court also has jurisdiction over supplemental state law claims pursuant to 28 U.S.C.
20 § 1367 and jurisdiction over the MMWA claim by virtue of diversity jurisdiction being
21 exercised under the Class Action Fairness Act of 2005 ("CAFA").

22 29. Venue properly lies in this District pursuant to 28 U.S.C. § 1391(a), (b),
23 and (c) because: Defendant AHMC maintains operational facilities in this District; a
24 substantial part of the events or omissions giving rise to Plaintiff's claims occurred in
25 this District; Defendants conduct a substantial amount of business in this District; and
26 Defendant AHMC is headquartered in this District. Accordingly, Defendants have
27 sufficient contacts with this District to subject Defendants to personal jurisdiction in
28 the District and venue is proper.

1 **IV. FACTUAL ALLEGATIONS**

2 **C. The AIS Defect**

3 30. The Class Vehicles are equipped with a 3.5L engine as well as a 9-speed
4 automatic transmission, and all include the Auto-Idle Stop feature.

5 31. The Auto-Idle Stop feature is activated by default whenever the Class
6 Vehicles are started. Although the AIS feature can be manually turned off, it will
7 reactivate the next time the vehicle is started.

8 32. When engaged and functioning correctly, the AIS feature automatically
9 shuts off the engine when the brakes are applied and the vehicle reaches a complete
10 stop (such as at a red light), and then automatically restarts the engine when the driver
11 releases the brake pedal to resume driving.

12 33. Defendants have discovered that, in the Class Vehicles, the AIS feature
13 contains a defect that prevents it from triggering an engine restart when the brake pedal
14 is released after a complete stop. Instead of automatically restarting the engine as
15 expected, the Defect renders the Class Vehicles inoperable and immobile wherever the
16 stall occurs, which frequently will be at a stoplight or stop sign, in stop-and-go traffic,
17 at an intersection while waiting to make a left turn, or at another hazardous location
18 where other drivers will be forced to maneuver around the stalled Class Vehicles to
19 avoid an accident, or possibly fail to react before a collision occurs.

20 34. The Defect compromises the comfort, safety, and enjoyment of the Class
21 Vehicles and requires owners to pay out-of-pocket for ineffective repairs, and
22 unnecessary replacement of viable parts, such as batteries, that have not been proven
23 to be contributors to engine restart failures in the Class Vehicles.

24 35. On information and belief, the Defect results from the design and/or poor
25 manufacturing of the vehicle.

26 36. The Defect was inherent in each of the Class Vehicles and was present at
27 the time of sale or lease.

28

1 37. Defendants knew or should have known about the Defect present in the
2 Class Vehicles, along with the corresponding safety risk, and concealed this
3 information from Plaintiff and members of the Classes at the time of sale or lease and
4 thereafter.

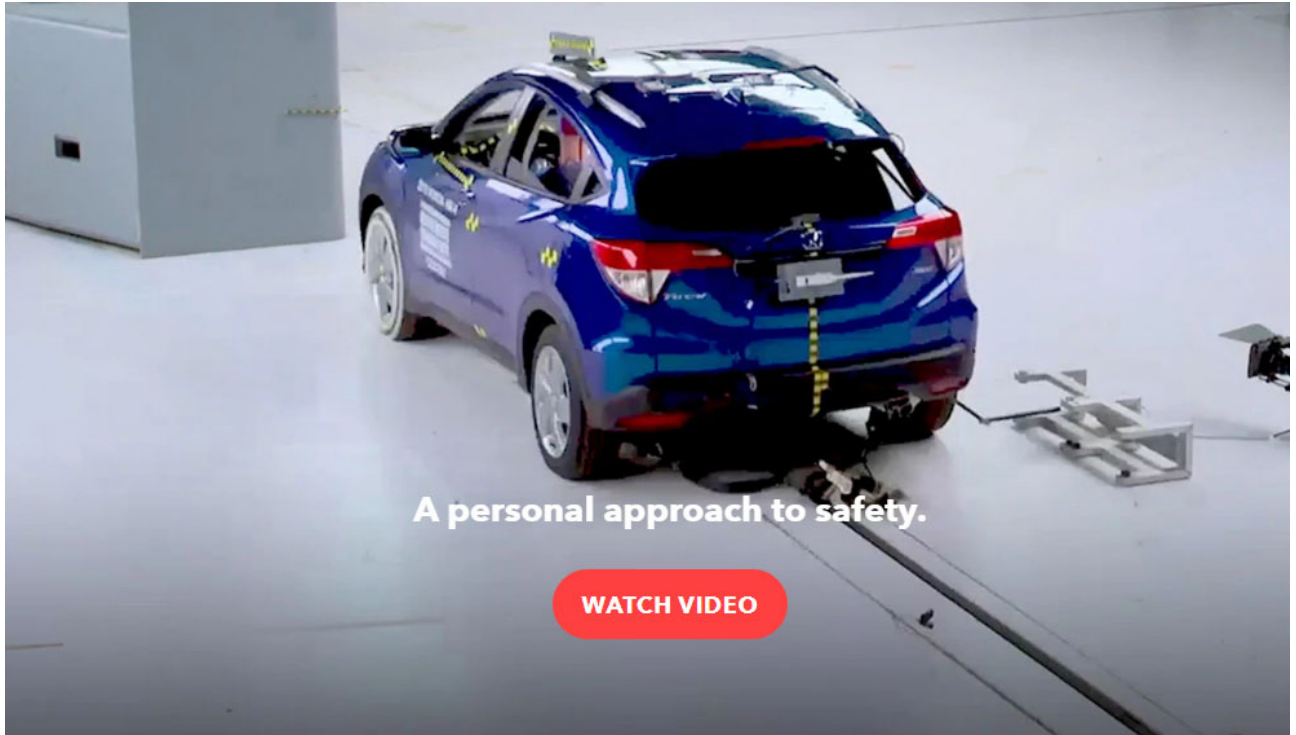
5 38. If Plaintiff and members of the Classes had known about the Defect at the
6 time of sale or lease, Plaintiff and members of the Classes would not have purchased
7 or leased the Class Vehicles or would have paid less for them.

8 39. As a result of their reliance on Defendants' omissions, owners and/or
9 lessees of the Class Vehicles suffered an ascertainable loss of money, property, and/or
10 value of their Class Vehicles. Additionally, as a result of the Defect, Plaintiff and
11 members of the Classes were harmed and suffered actual damages in that the Class
12 Vehicles are defective, that they overpaid for defective vehicles, and that the Class
13 Vehicles' defective AIS systems subject Class Vehicles to the risk of temporary engine
14 stalling, and the corresponding safety risk.

15 **D. Defendants Touted Quality, Reliability, and Safety in Their**
16 **Marketing and Advertising**

17 40. Defendants engage in direct marketing to consumers, such as Plaintiff and
18 members of the Classes, via TV and radio commercials, print advertising, and the
19 publication of vehicle brochures which are distributed through their network of
20 authorized dealerships, in order to induce consumers to purchase their vehicles. This
21 comprehensive advertising campaign is ongoing.

22 41. Defendants advertise Honda vehicles as offering "[a] personal approach
23 to safety," claiming that Honda's philosophy is "Safety for Everyone":
24
25
26
27
28



Safety for Everyone

Everyone deserves to feel safe on the road. Our global safety philosophy, "Safety For Everyone," embodies our commitment to protecting drivers, passengers and pedestrians alike.

42. Defendants' "Facts Guide" for the 2017 Honda Pilot places "Safety" first on its list of "Pilot Key Selling Points."²

43. In brochures for the 2018 Honda Pilot, Defendants flaunt its safety reputation in the industry, boasting: "The Pilot has achieved top ratings from NHTSA and IIHS (The Insurance Institute for Highway Safety), and is equipped with innovative safety and driver-assistive technology[.]"³

² 2017 Pilot Facts Guide, American Honda Motor Co., <https://www.honda.infocenter.com/2017/Pilot/#feature-guide> (last visited Jan. 4, 2023).

³ 2018 Pilot Brochure, American Honda Motor Co., <https://www.honda.infocenter.com/-/media/Honda-Sales-Tool-Media-Folder/Images/2018-Pilot/PDFs/MY18-Pilot-Brochure.ashx>.

1 44. Similarly, advertising Acura-branded vehicles, Defendants claim that
2 they prioritize safety:

3 For Us, Safety is Personal
4



20 Stories of appreciation for Acura safety performance are felt deeply. When we get
21 letters of thanks, we take them to heart. We keep them in a scrapbook and look
22 through it often, keeping a real connection to why we do what we do.

23 **VIRTUAL SAFETY TESTS >**

24 45. Defendants make such claims while knowing that they are selling, and
25 have sold, hundreds of thousands of Class Vehicles vulnerable to the Defect and the
26 corresponding safety risk. These claims have helped Defendants to conceal the
27 Defect's existence in order to sell and lease more Class Vehicles and avoid the financial
28

1 responsibility to effectively repair and/or replace the defective condition which causes
2 the AIS Defect.

3 **E. Defendants' Knowledge of the Defect and Associated Safety Risk**

4 46. As set forth below, Defendants have long been aware of the Defect.

5 47. Defendants fraudulently, intentionally, negligently, and/or recklessly
6 omitted and concealed from Plaintiff and members of the Classes the Defect in the
7 Class Vehicles even though Defendants knew or should have known of the Defect in
8 Class Vehicles.

9 48. Knowledge and information regarding the Defect were in the exclusive
10 and superior possession of Defendants and their authorized dealers, and that
11 information was not provided to Plaintiff and members of the Classes. Based on pre-
12 production testing, pre-production design failure mode analysis, production design
13 failure mode analysis, early consumer complaints made to Defendants' network of
14 exclusive dealers, aggregate warranty data compiled from those dealers, repair orders
15 and parts data received from the dealers, consumer complaints to dealers and NHTSA,
16 and testing performed in response to consumer complaints, *inter alia*, Defendants were
17 aware (or should have been aware) of the Defect in the Class Vehicles and fraudulently
18 concealed the Defect and safety risk from Plaintiff and members of the Classes.

19 49. Defendants knew, or should have known, that the Defect and the
20 associated safety risk was material to owners and lessees of Class Vehicles and was
21 not known or reasonably discoverable by Plaintiff and members of the Classes before
22 they purchased or leased Class Vehicles and/or within the applicable warranty periods.

23 50. Notwithstanding Defendants' exclusive and superior knowledge of the
24 Defect, Defendants failed to disclose the Defect to consumers at the time of purchase
25 or lease of the Class Vehicles (or any time thereafter, including during the period in
26 which the Class Vehicles were protected by the New Vehicle Limited Warranty and/or
27 the Powertrain Limited Warranty) and continued to sell Class Vehicles containing the
28

1 Defect. Defendants intentionally concealed that the AIS Defect presents a safety risk
2 to consumers, including Plaintiff and members of the Classes, and the public.

3 51. While designing, manufacturing, engineering, and testing Class Vehicles
4 in advance of the vehicles' release, Defendants would have gained comprehensive and
5 exclusive knowledge about the structural and component vulnerabilities of the Class
6 Vehicles. Defendants would have learned during the design and pre-production stages
7 of the Class Vehicles of the frequency of the failure of the AIS system to trigger an
8 automatic engine restart.

9 52. Adequate pre-release analysis of the design, engineering, and
10 manufacture of the Class Vehicles would have revealed to Defendants that the design
11 of the vehicle was defective and that the AIS feature was susceptible to failure of its
12 automatic restart functionality.

13 **1. Defendants Knew About the AIS Defect Based on Complaints**
14 **Filed with NHTSA**

15 53. Consumers who purchased or leased Class Vehicles have filed hundreds
16 of complaints with NHTSA reporting the Defect, reporting that their vehicles failed to
17 automatically restart with the AIS feature engaged.

18 54. Federal law requires Defendants to monitor defects which can cause a
19 safety issue and report them within five (5) days. See 67 FR 45822 (2000) (amending
20 49 U.S.C. § 30166(e) (1994)). In fact, manufacturers like Defendants are obligated to
21 maintain sufficient systems to track reports of defects. Defendants regularly monitor
22 NHTSA complaints and track those reports in a system to meet their reporting
23 requirements under federal law and were provided knowledge of the Defect prior to
24 and/or within the express warranty time and mileage limitations through these
25 complaints, *inter alia*.

26 55. Over the last five years, NHTSA has received numerous complaints
27 reporting failure of the AIS feature in Honda Pilot and Honda Odyssey Class Vehicles.
28

1 56. Below are excerpts of a sample of consumer complaints made to NHTSA
2 regarding the Defect in Class Vehicles, some of which have been edited for clarity:

3 • **September 1, 2017—2016 Honda Pilot**

4 The vehicle is equipped with start stop feature. The issue is it will stop,
5 then crank for a second or two, but sometimes not restart. It's a safety
6 issue when you try to move with traffic, but the engine is now off. This
7 issue has been reported to the Honda dealer numerous times over a 4 year
8 period. The starter & battery has been replaced, but the issue still exists.

9 • **March 1, 2018—2016 Honda Pilot**

10 The contact owns a 2016 Honda Pilot. The contact stated that while
11 operating the vehicle, the Auto START/STOP fuel-saving feature
12 malfunctioned and the vehicle would not immediately restart after lifting
13 off the brake pedal. The contact indicated that the failure had occurred on
14 multiple occasions. The vehicle was taken to the local dealer who was
15 unable to determine the cause of the failure and no service was performed.
16 The manufacturer was not yet contacted. The failure mileage was 22,000.

17 • **October 1, 2018—2016 Honda Pilot**

18 Vehicle randomly does not automatically restart after auto idle stop
19 engages when in stop-go traffic on freeway or when stopped at
20 intersection, resulting in a stalled vehicle in the middle of freeway or
21 intersection. Attempts to manually restart the vehicle generally successful
22 after frantically (or slowly!) Pushing the start-stop button several times...
23 Issue ongoing since ~ October 2018. Dealer has replaced battery & engine
24 start-stop button to no avail.

25 • **September 19, 2019—2017 Honda Pilot**

26 Auto engine idle stop malfunctioning, leaving vehicle stalled and stranded
27 in the middle of traffic. Has happened two times in last month (Sept. 2019)
28 now with last being on a busy highway with young son in car. Required a

1 tow (\$174 towing bill) and then jump (vehicle had to be removed from
2 busy traffic asap) and very fortunate we were not hit as vehicle was stalled
3 in the middle of 60 mph traffic for nearly 2 hours. The issue happens after
4 the engine idle auto off kicks off the engine but then will not restart when
5 foot is taken off the brake. This does not appear to be a battery issue as
6 battery has been fine since and has not been replaced. Engine idle auto
7 stop feature cannot be turned off permanently and one must remember to
8 turn it off every time you drive the vehicle to mitigate this problem. This
9 is a huge safety issue! Car is approx. 2.5 years old and has approx. 34k
10 miles. Issue has only surfaced recently however. Towing bill attached.

11 • **December 6, 2019—2017 Honda Pilot**

12 Upon exiting stop/start events (auto shut off at stop signs/lights/parking
13 lots), engine does not restart. Instead, it shifts into park, lights up all
14 instruments on display panel, and requires a manual restart. Vehicle is
15 dead until restarted, posing a hazard to occupants/oncoming traffic. Has
16 happened multiple times in past weeks. We also have read of many other
17 owners of '16/'17 Honda Pilot owners having the exact same issue.

18 • **July 11, 2020—2017 Honda Pilot**

19 While traveling south on I-95 from Baltimore, MD to Washington D.C.,
20 near Kenilworth Avenue, the engine idle shutoff on my 2017 Honda Pilot
21 touring engaged when I was forced to stop due to a traffic slowdown.
22 When I took my foot off the brake, instead of restarting as it should have,
23 all of the warning lights came on and the engine stalled. I shifted into
24 “park”, engaged my emergency flashers, and attempted to restart the
25 engine several times without success. While stopped, I was nearly rear-
26 ended several times because traffic started moving as soon as I took my
27 foot off the brake. I was in a center lane and unable to exit the vehicle or
28 move it from traffic. I was finally able to get restarted after a few minutes

1 and several more tries. I had previously had the vehicle in for issues with
2 the engine idle shutoff and the dealer had replaced the battery, which I
3 thought had fixed the problem. When I took it in this time it happened
4 they say the battery is good and “cannot duplicate the problem”. There is
5 a broad base of internet postings for this problem on 2016 - 2018 Pilot
6 elite and touring vehicles, with the 9 speed transmission. There is no way
7 to permanently turn this feature off and I believe it represents a serious
8 safety hazard, especially for highway travel.

9 • **April 7, 2021—2018 Honda Odyssey**

10 Our 2018 Honda Odyssey Elite has intermittent issues with the auto
11 start/stop feature. As context, the car engine will automatically stop when
12 the vehicle is fully stopped, for example at a red light, and a few other
13 conditions are met (brake pedal pressure, battery charge, electrical load).
14 Our vehicle when auto stopped may stall when attempting to resume
15 driving. When the driver releases the brake pedal and pushes the
16 accelerator pedal, the car fails to auto start, or auto starts with warning
17 messages. When the car fails to start, a variety of warning messages will
18 be displayed on the dashboard. Remediation varies. The car may respond
19 to shifting to park and pushing the ignition start/stop button twice. At
20 times, the car may not respond to shifting to park and ignition button
21 actions. The only fix then seems to be a ‘hard’ shutoff that requires
22 opening the driver door and pushing the ignition button, closing the door,
23 pushing the ignition button, and shifting to drive. When the system
24 partially fails, the front collision warning/mitigation system is temporarily
25 disabled. My car is current on all recalls. I recently had dealer service, and
26 they confirmed there are no known bulletins for this issue. The car is
27 current on maintenance schedule and is otherwise in very good operation
28 condition. This situation can be quite stressful when at a busy intersection,

1 or when trying to pull out to merge into a major road from a stop. This
2 failure could be very dangerous if you needed to move the vehicle quickly,
3 for example if stopped near a railroad crossing. The auto start/stop system
4 is enabled by default to improve fuel economy. It can be manually
5 disabled, however it resets with each shutoff. I would permanently disable
6 it, however, that is not possible apparently for EPA reasons. I have videos
7 showing this behavior.

8 • **September 1, 2021—2016 Honda Pilot**

9 My 2016 Honda Pilot has been experiencing an issue with the auto start-
10 stop system, in which the vehicle's engine fails to restart after a stop
11 and/or the dashboard indicators flash on and off with multiple error codes
12 displaying. This has happened many times on the highway and on streets,
13 one time where it would not restart on the highway and cars were going
14 around me on both sides which was very dangerous. I reported this to
15 Honda corporate and opened up a case, which was open for many months
16 while the Pauly Honda dealer in Libertyville, IL and the Muller Honda
17 dealer in Gurnee, IL tried to diagnose the problem. They ended up trying
18 several fixes, including replacing the battery, but nothing has fixed the
19 issue. The dealer also contacted the engineers at Honda Corporate, and
20 they indicated that they were not aware of the issue and have not been able
21 to provide any fixes. This is still an issue today, and the only workaround
22 I have is to disable the auto start/stop function manually, every time I start
23 the car. Dates: - I checked and we actually brought our car into Muller
24 Honda of Gurnee in September 2021 where we reported an issue where
25 "C/S (customer) feels like it wants to die coming to a stop. Dash lights
26 turn off like vehicle died. All displays go dark." They felt that it was
27 "Caused by: Technician verified keyless remote system problem light on
28 dash. Tech found code B12C5 stored in system. Corrected by (Y9300)

1 (6S100) Warranty extension. Keyless start system error with DTC B12C5
2 Bulletins”. This did not fully resolve the issue. - Then in October 2021 we
3 brought the car into Pauly Honda of Libertyville where we again reported
4 the same issue where “Customer states in eco mode the center screen now
5 goes blank then cycles and comes back on.” This did not fully resolve the
6 issue. - Then in the spring of 2022 we brought it back to Pauly Honda as
7 more severe issues started occurring. I also opened up Case #13103604
8 with Honda Corporate.

9 • **July 6, 2022—2018 Honda Pilot**

10 I was stopped at a stop light and the car was in auto engine idle. After
11 releasing the brake when the light turned green, the engine shut off and
12 the dash told me to put the car in park and restart by pushing the brake
13 and hitting the engine start button. This process took about 30 seconds for
14 the car to finally restart and I was sitting in the middle of traffic with cars
15 behind me that had anticipated me moving forward when the light
16 changed. Several warning symbols popped up including the collision
17 mitigation system. This is an easy way to get rear-ended. In other
18 instances, I have had issues where the radio and engine shuts off after
19 releasing the brake when in auto engine idle at a stop light or driving in
20 slower traffic but it kicks back on in just a second with no need to stop
21 and restart. Both of these issues are very concerning. Battery life is fine,
22 so that is not the issue. Issue stops when auto engine idle is disabled.

23 • **September 14, 2022—2018 Honda Odyssey**

24 On at least 3 occasions, the “Auto Engine Idle Stop” has caused my
25 vehicle to completely die while stopped at a stop light. When the car shuts
26 off/dies, the system prompts you to shift the car in park and restart the car,
27 but on these occasions, the car did not start, leaving me stalled in active
28 traffic. I felt very unsafe to be stalled with no way to operate the vehicle.

1 The dealership checked the battery to ensure it wasn't a battery issue and
2 found it to be completely fine. At the time we did not realize that it could
3 be a problem with the Auto Engine Idle Stop feature, otherwise we
4 would've had them check that system specifically. Further research from
5 other customer forums online prompted us to turn this feature off, but we
6 have to do that every time we start the car. There is no way for us to turn
7 it off permanently. The car gives you no warning that this will happen.
8 When you remove your foot from the break [sic] to resume driving, the
9 car shuts off without immediately restarting, leaving you stranded. I am
10 hoping that Honda will issue a recall on affected models. At this point
11 they aren't offering any help other than to tell us to turn it off, but you
12 have to remember to do that every time you start your vehicle.

13 • **October 15, 2022—2020 Honda Pilot**

14 The Honda Auto Start Stop system has been taxing my battery through
15 daily use and creates unsafe situations. On more than one occasion,
16 similar to the following, I have experienced the Honda Pilot stop the
17 engine via the A.S.S. System. Upon releasing the brake, the system
18 attempts, but fails, to come to ignition and the electrical system lacks the
19 ability to start the engine, creating a need to re-start (or attempt restart).
20 On 1 such occasion, my family was traveling through a city on the
21 interstate. After driving on the interstate for a few hours we came to a stop
22 light and stopped. At the green light, upon releasing the brake, the Honda
23 Pilot attempted to start again and failed. The car went completely dead in
24 the middle of a 4 lane interstate with my family inside. The car did not
25 start again until the 3rd time attempting to restart the vehicle.
26 Approximately 10 seconds later than intended, we were able to clear our
27 vehicle from the interstate intersection. On normal occasions, such as the
28 course of business with the Honda A.S.S. System, driving in situations

1 that would be categorized as “start/Stop” situations, the Honda A.S.S.
2 System leads to stalled response and delayed lurching into traffic creating
3 situations due to the delay in response. Multiple times this has been
4 reported to my dealer. They acknowledge it as a “Battery” problem. They
5 test my battery per HONDA WARRANTY and tell me it “Passes”. They
6 basically are just charging my battery and sending me out the door. The
7 time between vehicle events is decreasing. Please help address this
8 obvious vehicle shortcoming. There is no permanent means to disable it.
9 Thank you.

10 • **December 6, 2022—2020 Honda Pilot**

11 I have owned the 2020 Honda Pilot Touring since Jan. 2021. Up till now,
12 these [sic] similar situations have happened 4-5 times. It always happens
13 when I am gradually slowing down to a complete stop at crossroads. My
14 2020 Honda Pilot has shut off a few times while stopping at a red light.
15 Each time has been after coming to a complete stop at a red light and
16 sitting there for a couple minutes. Suddenly there is a beep sound and the
17 engine shuts down. Only the entertainment system is left on. The gear
18 changes to N by itself and I am unable to change it to any other gear. With
19 my foot on the brake, trying to change the gear and trying turn off the car
20 for about 3 minute in the middle of traffic with my kids in the car,
21 eventually I was able to shut off the engine completely off. I immediately
22 try restart the car to avoid a car accident. It put itself in N (neural) and the
23 dashboard screen said “Put it in P (Park) and hit bottom to restart car.”
24 The car wouldn’t let me push anything. The power button did nothing and
25 even if you pushed the P for park it stayed in N. The battery light
26 immediately came on when this happened also. And went away as soon
27 as it worked again. I scheduled an appointment after the third time this
28 happen leaving the car for them to run tests. They ran the tests and when

1 I returned to pick it up, the technician said they tested the battery, wiring,
2 and engine and that everything was good. Nothing was provided to me but
3 they did show me the report as they talked about the results I am sure I
4 can obtain if requested. They almost changed me for the testing but
5 waived the fee which I was thankful. I am concerned and at times scared
6 for the safety of my kids and I. I really hope Honda finds a fix for this and
7 recalls for whatever the issues are as quickly as possible. I like the car but
8 it really is making me want to get a new car and never purchase from
9 Honda again.

10 57. Because the majority of complaints are made directly to Defendants'
11 authorized dealerships, it is reasonable to infer Defendants have received, either
12 directly from customers or through its exclusive network of dealers, several times the
13 number of complaints identified above.

14 58. Additionally, NHTSA received a number of similar complaints relating to
15 the AIS Defect in the Acura-branded Class Vehicles:

16 • **April 16, 2021—2016 Acura TLX**

17 I have some serious issues with Acura TLX with idle stop feature. My car
18 had the same issues last year, when the car didn't turn back on
19 automatically after the idle stop feature activated. I took my car to the
20 dealership (Acura of Fremont, CA) and they can't able to figure out the
21 root cause and my car battery died in the middle of the road. It took 3 -4
22 hours to take the car to the dealership and they replaced the battery but
23 now this issue started happening again. I called Acura customer service
24 and they provided me this case number # [xxx] and forward the case to
25 local dealership (Acura of Fremont, CA). I have dropped the car at the
26 dealership but they are not very hopeful to find out the root cause of this
27 issue. This issue is really a safety risk and not sure what you are planning
28

1 to do to address this issue. It's seems to be a known issue with idle stop
2 feature. Please feel to reach out to me at [xxx]. Thanks.

3 • **July 1, 2021—2019 Acura MDX**

4 I have had problems with the car stalling or shifting to neutral from drive
5 after the auto stop feature is engaged. This typically happens when the
6 engine tries to restart after having shutoff at the stop. It is difficult to
7 replicate the problem and the dealer can't seem to replicate the problem
8 but it has happened to me many times, particularly in hot weather or after
9 long drives. Typically it happens after a long drive or a lot of around town
10 driving (maybe when the engine is hot?). The dealer does not believe it is
11 related to the fuel pump replacement but that is when it seemed to have
12 started happening but this is entirely speculation. Very frustrating as I
13 have been to the dealer 3 times with the problem and they cannot
14 "replicate" it. They supposedly also replaced the battery and updated the
15 software in the car but that has not solved it. I am growing concerned
16 because it is very dangerous, particularly when stopped at a busy
17 intersection. The last stall happened and it took a minute or so to get the
18 car running again at a busy and large intersection. I am also worried about
19 [this] happening when on an incline. It doesn't happen all of the time,
20 sometimes there is just a hesitation but the car starts and lurches forward.
21 I have a 2019 with about 35K miles on it and have used primarily for long
22 distance trips and not much around town driving. I have attached the
23 dealer work orders for the three visits but stopped bringing the car in
24 because it has been a waste of time as they are unable to find the issue.
25 Also, I have reported the issue twice to American Honda and they have
26 sent me back to the dealer with no results. This is a dangerous situation
27 and I noticed that there is a related recall for the Acura TLX model with
28

1 the same engine. This problem is ongoing and has happened to me twice
2 in the past 2 days if I forget to disable the auto shutoff feature. Thanks.

3 • **February 16, 2022—2018 Acura TLX**

4 Engine fails to start after idle stop, when the idle-stop off button is not
5 engaged, and the battery doesn't have enough power to re-start the
6 vehicle. Essentially, the engine tries to start up at a traffic
7 light/intersection but fails, causing the car to turn off and shift to Neutral
8 without warning. I then have to realize what is happening, shift the car
9 from Neutral to Park, and hit the start button to be able to re-start the car.
10 There is no warning from the car that the battery is going to be unable to
11 keep the car running, so the stall is 100% unexpected. This is unsafe, as
12 the re-start procedure is not intuitive, takes time, and causes cars behind
13 you to start honking. It could very easily cause a crash. Either Acura needs
14 to fix this issue with a battery warning, or provide the option of turning
15 the auto-idle stop off button on permanently (which some members of our
16 government wouldn't like, but would fix the problem and keep someone
17 from being seriously injured). This is also a known issue by Honda/Acura,
18 as many other owners are reporting it: [https://www.tlxforums.
19 com/threads/engine-failing-to-start-after-idle-stop.31809/](https://www.tlxforums.com/threads/engine-failing-to-start-after-idle-stop.31809/).

20 • **May 8, 2022—2019 Acura TLX**

21 The auto start stop feature failed to start vehicle in 3 different occasions,
22 leading to a traffic jam every time and vehicles behind me almost hitting
23 me because they thought I will be moving with traffic, still waiting on
24 Acura for appointment to bring vehicle.

25 • **November 12, 2022—2020 Acura MDX**

26 When the brake is suppressed at a Stop sign or stop light, the vehicle has
27 an Auto Idle stop feature which shuts off the engine completely to
28 preserve fuel. The vehicle is supposed to restart once the brake is released.

1 In my case, there have been multiple times when the brake is released but
2 fails to restart and go. I have encountered the issue in the following
3 scenarios: 1. Getting off the freeway, if there is a line getting off the
4 freeway, then the vehicle will potentially shut off and fail to restart. This
5 is a safety hazard as the driver behind me or others behind at a distance
6 can potentially hit the vehicle. 2. At a Stoplight, especially when making
7 a left turn, the vehicle will shut off and fail to restart. It takes more than 8
8 secs to restart/reengage by restarting manually. If there are any vehicles
9 attempting to go behind me or at a distance, then they can potentially hit
10 my vehicle. This is a huge risk to my family and I, to assist in our safety,
11 we end up having to turn on our hazard lights. This is unacceptable
12 especially since this is a 2020 vehicle with under 45k miles. I have
13 attempted to reach out to the Acura service team, Customer relations team
14 and even called the Warranty department. However, they were not taking
15 ownership on the issue and responded as it has not been reported before.
16 Based on forums, the issue is being encountered by other owners as well.
17 Hopefully, this can be sorted in the near future for safety of my family.

18 59. A recurring theme in many of the complaints received by NHTSA
19 concerning the AIS Defect in the Class Vehicles is the inherent danger of the sudden
20 and unexpected failure of the Class Vehicles' engines to restart while the AIS feature
21 is engaged. In the eyes of the average consumer, the Class Vehicles are unsafe, and this
22 obvious fact cannot be lost on Defendants.

23 **2. Defendants Issued a Service Message Related to Early**
24 **Complaints of the AIS Defect in the Class Vehicles**

25 60. The AIS Defect is known to Defendants. On May 10, 2018, Defendant
26 AHMC's Technical Research & Support Group issued a service message to its Service
27 Managers in which it acknowledged customer complaints of an inoperative AIS feature
28 in certain Class Vehicles. AHMC requested to be alerted if vehicles exhibiting

1 symptoms of the Defect were brought into dealerships for service so that corporate-
2 level technicians could perform inspections before repairs of any kind were attempted,
3 “in order to fully understand the cause of this condition.”⁴

4 **3. NHTSA Opened a Preliminary Investigation Into the AIS**
5 **Defect in Class Vehicles**

6 61. The AIS Defect is so widespread and concerning that, after receiving more
7 than 200 complaints from Honda customers whose Class Vehicles experienced failure
8 of the AIS feature, NHTSA’s Office of Defects Investigation (“ODI”) opened a
9 Preliminary Investigation (“PE”) on June 3, 2022 to look into the issue in the Honda
10 Pilot Class Vehicles,⁵ and has requested from Defendants extensive data regarding all
11 Class Vehicles.⁶

12 62. In the “ODI Resume,” documenting the initiation of the PE, NHTSA
13 confirms having multiple meetings with Defendants, and that “Honda indicated that
14 per the information provided from NHTSA complaints and TREAD (Transportation
15 Recall Enhancement, Accountability and Documentation) reports, [Defendants] have
16 found a correlation with customers’ allegations for the Auto Start/Stop failure to restart
17 the vehicle when the system is activated.”⁷

18 63. More than four years after issuing internal company communications that
19 demonstrate Defendants’ knowledge of the existence of the AIS Defect, and scores of
20 customer complaints later, Defendants have yet to issue a recall, extend the warranty
21

22 _____
23 ⁴ Service Message MC-10142619-9999, American Honda Motor Co. (May 10, 2018),
<https://static.nhtsa.gov/odi/tsbs/2018/MC-10142619-9999.pdf>.

24 ⁵ ODI Resume Investigation PE 22-005, NHTSA, (June 3, 2022) <https://static.nhtsa.gov/odi/inv/2022/INOA-PE22005-9303.PDF>.

25 ⁶ Letter from Sharon Yukevich, NHTSA, to Jeff Chang, American Honda Motor Co.,
26 (June 17, 2022) <https://static.nhtsa.gov/odi/inv/2022/INIM-PE22005-87993P.pdf>.

27 ⁷ ODI Resume Investigation PE 22-005, NHTSA (June 3, 2022) <https://static.nhtsa.gov/odi/inv/2022/INOA-PE22005-9303.PDF>.

1 of the Class Vehicles, offer effective repairs and/or appropriate replacement parts, or
2 take any other corrective action with regard to the AIS Defect in the Class Vehicles.

3 **V. TOLLING OF THE STATUTE OF LIMITATIONS AND ESTOPPEL**

4 64. Any applicable statute of limitations has been tolled by Defendants'
5 knowing and active concealment of the Defect and the misrepresentations and
6 omissions alleged herein. Through no fault or lack of diligence, Plaintiff and members
7 of the Classes were deceived regarding the Class Vehicles and could not reasonably
8 discover the Defect or Defendants' deception with respect to the Defect.

9 65. Plaintiff and members of the Classes did not discover and did not know
10 of any facts that would have caused a reasonable person to suspect that Defendants
11 were concealing a defect and/or that the Class Vehicles contained the Defect and
12 corresponding safety risk. As alleged herein, the existence of the Defect was material
13 to Plaintiff and members of the Classes at all relevant times. Within the time period of
14 any applicable statutes of limitations, Plaintiff and members of the Classes could not
15 have discovered through the exercise of reasonable diligence the existence of the
16 Defect or that Defendants were concealing the defect.

17 66. At all times, Defendants are and were under a continuous duty to disclose
18 to Plaintiff and members of the Classes the true standard, quality, and grade of the
19 Class Vehicles and to disclose the Defect and corresponding safety risk.

20 67. Defendants knowingly, actively, and affirmatively concealed the facts
21 alleged herein. Plaintiff and members of the Classes reasonably relied on Defendants'
22 knowing, active, and affirmative concealment.

23 68. For these reasons, all applicable statutes of limitation have been tolled
24 based on the discovery rule and Defendants' fraudulent concealment, and Defendants
25 are estopped from relying on any statutes of limitations in defense of this action.

26 **VI. CLASS ACTION ALLEGATIONS**

27 69. Plaintiff brings this action pursuant to Federal Rules of Civil Procedure
28 23(a) and 23(b)(2) and/or (b)(3) on behalf of the following Class and Sub-Class:

1 **Nationwide Class:** All persons or entities in the United
2 States who purchased, leased, or own a Class Vehicle (the
3 “Nationwide Class” or “Class”);

4 **North Carolina Sub-Class:** All persons or entities who
5 purchased, leased, or own a Class Vehicle in the State of
6 North Carolina (the “North Carolina Sub-Class”).

7 70. Excluded from the Class and Sub-Class are Defendants and their parents,
8 subsidiaries, and corporate affiliates. Plaintiff reserves the right to revise the definition
9 of the Class and Sub-Class based upon subsequently discovered information and
10 reserves the right to establish additional Sub-Classes where appropriate. The Class and
11 Sub-Class are collectively referred to herein as the “Classes.”

12 71. The Classes are so numerous that joinder of all members is impracticable.
13 Plaintiff believes that there are at least tens of thousands of proposed members of the
14 Classes throughout the United States.

15 72. Common questions of law and fact exist as to all members of the Classes
16 and predominate over any issues solely affecting individual members of the Classes.
17 The common and predominating questions of law and fact include, but are not limited
18 to:

- 19 • Whether the Class Vehicles contain the AIS Defect;
- 20 • Whether the AIS Defect is a design defect and/or a defect in material,
21 manufacturing, and/or workmanship;
- 22 • Whether the AIS Defect in the Class Vehicles presents a safety risk;
- 23 • Whether and when Defendants knew or should have known about the AIS
24 Defect;
- 25 • Whether Defendants knew or should have known that the AIS Defect in
26 Class Vehicles presents a safety risk;
- 27 • Whether Defendants had a duty to disclose the AIS Defect;
- 28 • Whether Defendants breached their duty to disclose the AIS Defect;

- 1 • Whether Defendants intentionally and knowingly concealed, suppressed,
2 and/or omitted material facts concerning the standard, quality, or grade of
3 the Class Vehicles and/or the AIS Defect;
- 4 • Whether Defendants negligently omitted material facts concerning the
5 standard, quality, or grade of the Class Vehicles and/or the AIS Defect;
- 6 • Whether Defendants made material omissions concerning the standard,
7 quality, or grade of the Class Vehicles and/or the AIS Defect;
- 8 • Whether members of the Classes would pay less for a Class Vehicle if
9 Defendants, at the time of purchase or lease, disclosed the AIS Defect;
- 10 • Whether members of the Classes would have purchased or leased a Class
11 Vehicle if Defendants, at the time of purchase or lease, disclosed the AIS
12 Defect;
- 13 • Whether Defendants actively concealed material facts from Plaintiff and
14 members of the Classes in order to, *inter alia*, sell more Class Vehicles
15 and/or transfer repair or replacement costs to Plaintiff and members of the
16 Classes;
- 17 • Whether Defendants breached their express and/or implied warranties to
18 Plaintiff and members of the Classes;
- 19 • Whether Defendants violated the MMWA, 15 U.S.C. § 2301, *et seq.*;
- 20 • Whether Defendants violated the UDTPA, N.C. Gen. Stat. § 75-1.1, *et*
21 *seq.*;
- 22 • Whether damages, restitution, equitable, injunctive, compulsory, or other
23 relief is warranted.

24 73. Plaintiff's claims are typical of the claims of the Classes that Plaintiff
25 seeks to represent. As alleged herein, Plaintiff and the Classes sustained damages
26 arising out of the same unlawful actions and conduct by Defendants.

27 74. Plaintiff is willing and prepared to serve the Classes in a representative
28 capacity with all of the obligations and duties material thereto. Plaintiff will fairly and

1 adequately protect the interests of the Classes and has no interest adverse to or in
2 conflict with the interests of the other members of the Classes.

3 75. Plaintiff's interests are co-extensive with and are not antagonistic to those
4 of absent members within the Classes. Plaintiff will undertake to represent and protect
5 the interests of absent members within the Classes and will vigorously prosecute this
6 action.

7 76. Plaintiff has engaged the services of the undersigned counsel. Counsel is
8 experienced in complex litigation, will adequately prosecute this action and will assert
9 and protect the rights of, and otherwise represent, Plaintiff and absent members of the
10 Classes.

11 77. A class action is superior to all other available methods for the fair and
12 efficient adjudication of this controversy. Plaintiff knows of no difficulty to be
13 encountered in the management of this litigation that would preclude its maintenance
14 as a class action.

15 78. Class action status is warranted under Federal Rule of Civil Procedure
16 23(b)(3) because questions of law or fact common to the members of the Classes
17 predominate over any questions affecting only individual members, and a class action
18 is superior to other available methods for the fair and efficient adjudication of this
19 controversy.

20 79. The Classes may also be certified under Federal Rule of Civil Procedure
21 23(b)(2) because Defendants have acted on grounds generally applicable to the
22 Classes, thereby making it appropriate to award final injunctive relief or corresponding
23 declaratory relief with respect to the Classes.

24 80. The interest of members within the Classes individually controlling the
25 prosecution of separate actions is theoretical and not practical. The Classes have a high
26 degree of similarity and are cohesive, and Plaintiff anticipates no difficulty in the
27 management of this matter as a class action.

1 81. The nature of notice to the proposed Classes is contemplated to be by
2 direct mail upon certification of the Classes or, if such notice is not practicable, by the
3 best notice practicable under the circumstance including, *inter alia*, email, publication
4 in major newspapers, and/or on the internet.

5 **VII. CLAIMS FOR RELIEF**

6 **COUNT I**

7 **Breach of Express Warranty**

8 **(On behalf of the Nationwide Class and the North Carolina Sub-Class)**

9 82. Plaintiff incorporates by reference and re-alleges the allegations contained
10 in the preceding paragraphs of this Complaint.

11 83. Plaintiff brings this count individually and on behalf of all Class members.

12 84. Defendants marketed the Class Vehicles as safe, reliable vehicles. Such
13 representations formed the basis of the bargain in Plaintiff's and members of the
14 Classes' decisions to purchase or lease the Class Vehicles.

15 85. Defendants are and were at all relevant times merchants and sellers of
16 motor vehicles within the meaning of the Uniform Commercial Code.

17 86. With respect to leases, Defendants are and were at all relevant times
18 lessors of motor vehicles within the meaning of the Uniform Commercial Code.

19 87. The Class Vehicles are and were at all relevant times goods within the
20 meaning of the Uniform Commercial Code.

21 88. In connection with the purchase or lease of each of the Honda-branded
22 Class Vehicles, Defendants provide New Vehicle Limited Warranty coverage for the
23 Class Vehicles for three years or 36,000 miles, promising that, free of charge, "Honda
24 will repair or replace any part that is defective in material or workmanship under
25 normal use." The New Vehicle Limited Warranty coverage excludes "normal wear or
26 deterioration of any part; the adding of fluids, unless part of a needed warranty repair;
27 broken, chipped or scratched window glass unless it is due to a defect in material or
28

1 workmanship; and any item concerning the general appearance of the vehicle that is
2 not due to a defect in workmanship; and expendable maintenance items.”

3 89. Defendants also provide a Powertrain Limited Warranty in connection
4 with the purchase or lease of each of the Honda-branded Class Vehicles which
5 promises that for five years or 60,000 miles Honda will cover, free of charge, the repair
6 or replacement of certain powertrain components, including the engine and
7 transmission. Under the warranties provided to Plaintiff and members of the Classes,
8 Defendants promised to repair or replace covered components arising out of defects in
9 materials and/or workmanship, including the Defect, at no cost to owners and lessees
10 of the Class Vehicles and within a reasonable time. As alleged herein, Defendants
11 breached these warranties.

12 90. In connection with the purchase or lease of each of the Acura-branded
13 Class Vehicles, Defendants provide New Vehicle Limited Warranty coverage for the
14 Class Vehicles for four years or 50,000 miles which promises that, free of charge,
15 “Honda will repair or replace any part that is defective in material or workmanship
16 under normal use.” The New Vehicle Limited Warranty coverage excludes “normal
17 wear or deterioration of any part; the adding of fluids, unless part of a needed warranty
18 repair; broken, chipped or scratched window glass unless it is due to a defect in material
19 or workmanship; any item concerning the general appearance of the vehicle that is not
20 due to a defect in workmanship; and expendable maintenance items.”

21 91. Defendants also provide Powertrain Limited Warranty coverage for
22 Acura-branded Class Vehicles for six years or 70,000 miles that covers, free of charge,
23 the repair or replacement of certain powertrain components, including the engine and
24 transmission. Under the warranties provided to Plaintiff and members of the Classes,
25 Defendants promised to repair or replace covered components arising out of defects in
26 materials and/or workmanship, including the Defect, at no cost to owners and lessees
27 of the Class Vehicles and within a reasonable time. As alleged herein, Defendants
28 breached these warranties. Defendants’ warranties formed a basis of the bargain that

1 was reached when Plaintiff and members of the Classes purchased or leased their Class
2 Vehicles.

3 92. Plaintiff and members of the Classes experienced the existence of the
4 Defect within the warranty periods but had no knowledge of the existence of the Defect
5 and associated safety hazard, which were known and concealed by Defendants. Despite
6 the existence of the warranties, Defendants failed to adequately inform Plaintiff and
7 members of the Classes that the Class Vehicles contained the Defect and failed to
8 provide a suitable remedy or repair free of charge within a reasonable time.

9 93. Defendants breached the express warranty promising to repair and correct
10 a manufacturing defect or defect in materials or workmanship of any parts it supplied.

11 94. On information and belief, Defendants have not suitably repaired or
12 replaced the Defect free of charge for Plaintiff and members of the Classes despite the
13 existence of the Defect in the Class Vehicles at the time of sale or lease.

14 95. Defendants were provided notice of the Defect by numerous consumer
15 complaints made to their authorized dealers nationwide, complaints to NHTSA, and
16 through their own testing. Affording Defendants a reasonable opportunity to cure their
17 breach of written warranties would be unnecessary and futile here because Defendants
18 have known of and concealed the AIS Defect and have failed to provide a suitable
19 repair or replacement to remedy the AIS Defect free of charge within a reasonable time.

20 96. Any attempt by Defendants to disclaim or limit recovery to the terms of
21 the express warranties is unconscionable and unenforceable here. Specifically,
22 Defendants' warranty limitation is unenforceable because they knowingly sold or
23 leased a defective product without informing consumers about the Defect. The limits
24 contained in Defendants' warranty periods were also unconscionable and inadequate
25 to protect Plaintiff and members of the Classes. Among other things, Plaintiff and the
26 members of the Classes did not determine these limitations, the terms of which
27 unreasonably favored Defendants. A gross disparity in bargaining power existed
28 between Defendants and members of the Classes, and Defendants knew or should have

1 known that the Class Vehicles were defective at the time of sale or lease and that the
2 AIS Defect posed a safety hazard.

3 97. Further, the limited warranty promising to repair and/or correct a
4 manufacturing defect fails in its essential purpose because the contractual remedy is
5 insufficient to make Plaintiff and members of the Classes whole because, on
6 information and belief, Defendants have failed and/or have refused to adequately
7 provide the promised remedies within a reasonable time.

8 98. Defendants knew that the Class Vehicles were inherently defective and
9 did not conform to their warranties, and Plaintiff and members of the Classes were
10 induced to purchase or lease the Class Vehicles under false and/or fraudulent pretenses.

11 99. As a direct and proximate result of Defendants' breach of express
12 warranties, Plaintiff and members of the Classes have been damaged in an amount to
13 be determined at trial.

14 100. Finally, because of Defendants' breach of express warranty as set forth
15 herein, Plaintiff and members of the Classes assert, as additional and/or alternative
16 remedies, the revocation of acceptance of the goods and the return to Plaintiff and
17 members of the Classes of the purchase or lease price of all Class Vehicles currently
18 owned or leased, and for such other incidental and consequential damages as allowed.

19 **COUNT II**

20 **Violation of the Magnuson-Moss Warranty Act ("MMWA"),**

21 **15 U.S.C. § 2301, *et seq.***

22 **(On behalf of the Nationwide Class and the North Carolina Sub-Class)**

23 101. Plaintiff incorporates by reference and re-alleges the allegations contained
24 in the preceding paragraphs of this Complaint.

25 102. Plaintiff brings this count individually and on behalf of all Class members.

26 103. The Class Vehicles are "consumer product[s]" within the meaning of the
27 MMWA, 15 U.S.C. § 2301(1).
28

1 104. Plaintiff and Class members are “consumer[s]” within the meaning of the
2 MMWA, 15 U.S.C. § 2301(3).

3 105. Defendants are “supplier[s]” and “warrantor[s]” within the meaning of the
4 MMWA, 15 U.S.C. § 2301(4)-(5).

5 106. Defendants’ express warranty is a “written warranty” within the meaning
6 of the MMWA, 15 U.S.C. § 2301(6).

7 107. The MMWA provides a cause of action for any customer who is damaged
8 by the failure of a warrantor to comply with a written or implied warranty. See
9 15 U.S.C. § 2310(d)(1).

10 108. Defendants provided Plaintiff and members of the Classes with one or
11 more express warranties, which are covered under 15 U.S.C. § 2301(6). Specifically,
12 Defendants provided a New Vehicle Limited Warranty and Powertrain Limited
13 Warranty. Under warranties provided to members of the Classes, Defendants promised
14 to repair or replace covered defective components arising out of defects in materials
15 and/or workmanship, including the Defect, at no cost to owners and lessees of the Class
16 Vehicles. As alleged herein, Defendants breached these warranties.

17 109. Plaintiff and members of the Classes experienced the Defect within the
18 warranty periods but Defendants failed to inform Plaintiff and members of the Classes
19 of the existence of the Defect within reasonable time of learning of the Defect and
20 associated safety hazard, and failed to provide a suitable remedy or repair of the Defect
21 free of charge within a reasonable time.

22 110. Any attempt by Defendants to disclaim or limit their express or implied
23 warranties is unconscionable and unenforceable here. Specifically, Defendants’
24 warranty limitations are unenforceable because they knowingly sold or leased a
25 defective product without informing consumers about the defect. The limits contained
26 in Defendants’ warranty periods are also unconscionable and inadequate to protect
27 Plaintiff and members of the Classes. Among other things, Plaintiff and members of
28 the Classes did not determine these limitations, the terms of which unreasonably

1 favored Defendants. A gross disparity in bargaining power existed between Defendants
2 and members of the Classes, and Defendants knew or should have known that the Class
3 Vehicles' AIS feature was defective at the time of sale or lease and that they posed a
4 safety risk.

5 111. The Class Vehicles' implied warranties are covered under 15 U.S.C.
6 § 2301(7).

7 112. Defendants breached these warranties by failing to disclose and
8 fraudulently concealing information regarding the standard, quality, or grade of the
9 Class Vehicles and the presence of the Defect. Without limitation, the Class Vehicles
10 share a common defect in design, material, manufacturing, and/or workmanship that
11 fails to operate as represented by Defendants and presents a safety risk.

12 113. Affording Defendants a reasonable opportunity to cure their breach of
13 warranties would be unnecessary and futile. At the time of sale or lease of each Class
14 Vehicle and all relevant times thereafter, Defendants knew, or were reckless in not
15 knowing, of the material omissions concerning the standard, quality, or grade of the
16 Class Vehicles and the presence of the Defect, but failed to repair or remedy and/or
17 disclose the Defect. Under the circumstances, the remedies available under any
18 informal settlement procedure would be inadequate and any requirement that Plaintiff
19 resorts to an informal dispute resolution procedure and/or affords Defendants a
20 reasonable opportunity to cure their breach of warranties is excused and thereby
21 deemed satisfied.

22 114. Plaintiff and members of the Classes would suffer economic hardship if
23 they returned their Class Vehicles, but did not receive the return of all payments made
24 by them to Defendants. Thus, Plaintiff and members of the Classes have not re-
25 accepted their Class Vehicles by retaining them.

26 115. The amount in controversy of Plaintiff's individual claims meets or
27 exceeds the sum of \$25. The amount in controversy of this action exceeds the sum of
28

1 \$50,000, exclusive of interest and costs, computed on the basis of all claims to be
2 determined in this lawsuit.

3 116. Plaintiff, individually and on behalf of members of the Classes, seeks all
4 damages permitted by law, including diminution in the value of the Class Vehicles, in
5 an amount to be proven at trial.

6 **COUNT III**

7 **Breach of Implied Warranty of Merchantability**

8 **(On behalf of the Nationwide Class and the North Carolina Sub-Class)**

9 117. Plaintiff incorporates by reference and re-alleges the allegations contained
10 in the preceding paragraphs of this Complaint.

11 118. Plaintiff brings this count individually and on behalf of all Class members.

12 119. Plaintiff and members of the Classes purchased or leased the Class
13 Vehicles from Defendants by and through Defendants' authorized agents for retail
14 sales, or were otherwise expected to be the eventual purchasers of the Class Vehicles
15 when bought from a third party. At all relevant times, Honda was the manufacturer,
16 distributor, warrantor, and/or seller of Class Vehicles. Honda knew or had reason to
17 know of the specific use for which the Class Vehicles were purchased or leased.

18 120. Defendants are and were at all relevant times "merchants" and "sellers"
19 of motor vehicles within the meaning of the Uniform Commercial Code.

20 121. With respect to leases, Defendants are and were at all relevant times
21 "lessor[s]" motor vehicles within the meaning of the Uniform Commercial Code.

22 122. The Class Vehicles are and were at all relevant times "goods" within the
23 meaning of the Uniform Commercial Code.

24 123. Defendants impliedly warranted that the Class Vehicles were in
25 merchantable condition and fit for the ordinary purpose for which vehicles are used.

26 124. The Class Vehicles, when sold or leased and at all time thereafter, were
27 not in merchantable condition and were and are not fit for the ordinary purpose of
28 providing safe and reliable transportation. The Class Vehicles contain an inherent

1 defect—the AIS Defect—at the time of sale or lease and thereafter), and present an
2 undisclosed safety hazard to drivers and occupants. Thus, Defendants breached their
3 implied warranty of merchantability.

4 125. Defendants cannot disclaim their implied warranty as they knowingly sold
5 or leased a defective product.

6 126. Defendants were provided notice of the Defect by numerous consumer
7 complaints made to its authorized dealers nationwide, complaints to NHTSA, and
8 through their own testing. Affording Defendants a reasonable opportunity to cure their
9 breach of implied warranties would be unnecessary and futile here because Defendants
10 have known of and concealed the Defect and, on information and belief, have refused
11 to repair the Defect free of charge within a reasonable time.

12 127. As a direct and proximate result of Defendants' breach of the implied
13 warranty of merchantability, Plaintiff and members of the Classes have been damaged
14 in an amount to be proven at trial.

15 128. Any attempt by Defendants to disclaim or limit the implied warranty of
16 merchantability vis-à-vis consumers is unconscionable and unenforceable here.
17 Specifically, Defendants' warranty limitation is unenforceable because they knowingly
18 sold or leased a defective product without informing consumers about the Defect. The
19 limits contained in Defendants' warranty periods were also unconscionable and
20 inadequate to protect Plaintiff and members of the Classes. Among other things,
21 Plaintiff and members of the Classes did not determine these limitations, the terms of
22 which unreasonably favored Defendants. A gross disparity in bargaining power existed
23 between Defendants and members of the Classes, and Defendants knew or should have
24 known that the Class Vehicles were defective at the time of sale or lease and that the
25 Defect posed a safety hazard.

26 129. Plaintiff and members of the Classes have been excused from
27 performance of any warranty obligations as a result of Defendants' conduct described
28 herein.

1 members of the Classes had a reasonable expectation that the vehicles would not
2 expose them and other vehicle occupants to such a safety hazard. No reasonable
3 consumer expects a vehicle to be designed, manufactured, and assembled such that the
4 engine can suddenly and unexpectedly stall, leaving its occupants vulnerable to the
5 danger of a collision.

6 137. Plaintiff and members of the Classes would not have purchased or leased
7 the Class Vehicles but for Defendants' omissions and concealment of material facts
8 regarding the nature and quality of the Class Vehicles and existence of the Defect, or
9 would have paid less for the Class Vehicles.

10 138. Defendants knew their concealment and suppression of material facts
11 were false and misleading and knew the effect of concealing those material facts.
12 Defendants knew their concealment and suppression of the Defect would sell more
13 Class Vehicles and would discourage Plaintiff and members of the Classes from
14 seeking replacement or repair of the Defect. Further, Defendants intended to induce
15 Plaintiff and members of the Classes into purchasing or leasing the Class Vehicles and
16 to discourage them from seeking replacement or repair of the Defect, in order to
17 decrease costs and increase profits.

18 139. Defendants acted with malice, oppression, and fraud.

19 140. Defendants owed Plaintiff a duty to disclose the true safety, performance,
20 and reliability of the Class Vehicles, and the devaluing of safety and performance at
21 Honda, because Plaintiff and the other Class members relied on Defendants' material
22 representations that the Class Vehicles they were purchasing were safe and free from
23 defects.

24 141. The aforementioned concealment was material because if it had been
25 disclosed Plaintiff and the other Class members would not have bought or leased the
26 Class Vehicles, or would not have bought or leased the Class Vehicles at the prices
27 they paid.

1 lease of Class Vehicles in North Carolina. Defendants knowingly concealed,
2 suppressed, and/or omitted material facts regarding the and corresponding safety risk,
3 and misrepresented the standard, quality, or grade of the Class Vehicles, which directly
4 caused harm to Plaintiff and members of the North Carolina Sub-Class.

5 164. Defendants intentionally and knowingly misrepresented and omitted facts
6 regarding the AIS Defect with the intent to mislead Plaintiff and members of the North
7 Carolina Sub-Class. Defendants knew, or should have known, that the AIS Defect was
8 a latent defect and that the AIS feature was likely to fail outside of the periods of the
9 manufacturer's warranties. Defendants also knew, or should have known, that the AIS
10 Defect in the Class Vehicles could cause the AIS feature to fail to automatically restart
11 the engine while engaged, leading to a temporary loss of engine power while the
12 vehicle was operating. Further, Defendants knew, or should have known, that such loss
13 of power could cause the Class Vehicles to become involved in rear-end collisions or
14 other accidents, putting vehicle operators, passengers and other motorists at risk for
15 injury.

16 165. Defendants owed a duty to disclose the AIS Defect and its corresponding
17 safety risk to Plaintiff and members of the North Carolina Sub-Class because it
18 possessed superior and exclusive knowledge regarding the defect and the risks
19 associated with the AIS feature's failure. Rather than disclose the defect, Defendants
20 engaged in deceptive trade practices in order to sell additional Class Vehicles and
21 wrongfully transfer the cost of repair or replacement of the AIS system to Plaintiff and
22 members of the North Carolina Sub-Class.

23 166. Defendants' unconscionable or deceptive acts or practices, affirmative
24 misrepresentations, and/or material omissions regarding the AIS Defect were intended
25 to mislead consumers and misled Plaintiff and members of the North Carolina Sub-
26 Class.

27 167. At all relevant times, Defendants' unconscionable or deceptive acts or
28 practices, affirmative misrepresentations, and/or omissions regarding the AIS Defect

1 and its corresponding safety risk were material to Plaintiff and members of the North
2 Carolina Sub-Class. When Plaintiff and members of the North Carolina Sub-Class
3 purchased or leased their Class Vehicles, they reasonably relied on the reasonable
4 expectation that the Class Vehicles would not contain the AIS Defect and would not
5 pose an unavoidable safety risk. Had Defendants disclosed that the AIS Defect existed
6 in the Class Vehicle and/or presented an unavoidable safety risk, Plaintiff and members
7 of the North Carolina Sub-Class would not have purchased or leased the Class Vehicles
8 or would have paid less for their vehicles. Further had Defendants disclosed that the
9 AIS Defect existed in the Class Vehicles and/or presented an unavoidable safety risk,
10 Plaintiff and members of the North Carolina Sub-Class would have demanded repair
11 or replacement during the warranty periods at no cost—as provided for in Defendants’
12 warranties.

13 168. Defendants had a continuous duty to Plaintiff and members of the North
14 Carolina Sub-Class to refrain from unfair and deceptive practices under the UDTPA
15 and to disclose the AIS Defect. Defendants’ unconscionable or deceptive acts or
16 practices, affirmative misrepresentations and/or material omissions regarding the AIS
17 Defect and its corresponding safety risk are substantially injurious to consumers. As a
18 result of Defendants’ knowing, intentional concealment, and/or omission of the AIS
19 Defect and corresponding safety risk in violation of the UDTPA, Plaintiff and members
20 of the North Carolina Sub-Class have suffered harm and/or continue to suffer harm by
21 the threat of sudden and unexpected failure of the AIS system and/or actual damages
22 in the amount of the cost to replace the AIS system and any other parts essential to its
23 proper operation, and damages to be determined at trial. Owners and lessees of Class
24 Vehicles also suffered an ascertainable loss in the form of the diminished value of their
25 vehicles as a result of Defendants’ deceptive and unfair acts and practices in the course
26 of their business.

27 169. Defendants’ unlawful acts and practices occurred in the conduct of
28 business activities and commerce.

1 170. Defendants have knowingly and willfully engaged in the unfair and
2 deceptive trade practices alleged herein. Further, Defendants unconscionably marketed
3 the Class Vehicles to uninformed consumers in order to maximize profits by selling
4 additional Class Vehicles containing the undisclosed latent defect and corresponding
5 safety risk.

6 171. Defendants' unlawful acts and practices affect the public interest and
7 present a continuing safety risk to Plaintiff and members of the North Carolina Sub-
8 Class, as well as the public.

9 172. As a direct and proximate result of Defendants' violations of the UDTPA,
10 Plaintiff and members of the North Carolina Sub-Class have suffered actual financial
11 loss, actual damages, and/or injury-in-fact.

12 173. Plaintiff and members of the North Carolina Sub-Class seek actual
13 damages and treble damages against Defendants in an amount to be determined at trial
14 because Defendants acted wantonly or with such conscious indifference to the
15 consequences that malice may be inferred.

16 174. Plaintiff and members of the North Carolina Sub-Class also seek an order
17 enjoining Defendants' unfair, unlawful, and/or deceptive practices, awarding costs and
18 attorneys' fees and any other just and proper relief available under the UDTPA.

19 **VIII. PRAYER FOR RELIEF**

20 WHEREFORE, Plaintiff, individually and on behalf of all others similarly
21 situated, respectfully requests that this Court enter judgment against Defendants and in
22 favor of Plaintiff and the Classes, and award the following relief:

- 23
- 24 • An order certifying this action as a class action pursuant to Rule 23 of the
25 Federal Rules of Civil Procedure, declaring Plaintiff as the representative
26 of the Classes, and Plaintiff's counsel as counsel for the Classes;
 - 27 • An order awarding declaratory relief and enjoining Defendants from
28 continuing the unlawful, deceptive, fraudulent, harmful, and unfair
business conduct and practices alleged herein;

- Appropriate injunctive and equitable relief;
- A declaration that Defendants are financially responsible for all Class notice and the administration of Class relief;
- An order awarding costs, restitution, disgorgement, punitive damages, statutory damages, treble damages, and exemplary damages under applicable law, and compensatory damages for economic loss, diminished value, and out-of-pocket costs in an amount to be determined at trial;
- An order awarding any applicable statutory and civil penalties;
- An order requiring Defendants to pay both pre- and post-judgment interest on any amounts awarded;
- An award of costs, expenses, and attorneys' fees as permitted by law; and
- Such other or further relief as the Court may deem appropriate, just, and equitable.

IX. DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff demands a trial by jury of any and all issues in this action so triable of right.

DATED: January 9, 2023

Respectfully submitted,

**KESSLER TOPAZ
MELTZER & CHECK, LLP**

/s/ Jennifer L. Joost
Jennifer L. Joost (Bar No. 296164)
jjoost@ktmc.com
One Sansome Street, Suite 1850
San Francisco, CA 94104
Telephone: (415) 400-3000
Facsimile: (415) 400-3001

*Counsel for Plaintiff Deneen Nock and the
Proposed Classes*