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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

LINDSAY and JEFF ABERIN (a married couple),
DON AWTRY, CHARLES BURGESS, JOHN
KELLY, YUN-FEI LOU, JOY MATZA, and
MELISSA YEUNG, individually and on behalf of
all others similarly situated,

Plaintiffs,

v.

AMERICAN HONDA MOTOR COMPANY,
INC.,

Defendant.

No. 3:16-cv-04384-JST

THIRD AMENDED CLASS ACTION
COMPLAINT

JURY TRIAL DEMANDED

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1 Plaintiffs Lindsay and Jeff Aberin (a married couple), Don Awtrey, Charles Burgess, John
2 Kelly, Yun-Fei Lou, Joy Matza, and Melissa Yeung, individually and on behalf of all others
3 similarly situated (the “Class members”), allege the following through their counsel:¹

4 I. INTRODUCTION

5 1. Acura is the luxury vehicle marque of Japanese automaker Honda, which operates in
6 the United States as American Honda Motor Company, Inc. (“Honda” or “Defendant”). Honda first
7 launched the Class Vehicles in the United States in March 1986 as luxury and high-performance
8 vehicles.

9 2. A necessary feature for luxury cars by the mid-2000s was “hands-free” calling, where
10 owners “pair” cell phones with the car using Bluetooth® technology. Honda was in the lead of this
11 cutting edge technology, being the first to offer “hands-free” calling with its HandsFreeLink™
12 system starting with 2004 model year Acura vehicles (“Class Vehicles”).

13 3. Unfortunately, in its effort to beat out the competition, Honda failed to develop the
14 most basic feature for any electric device like the HandsFreeLink™ unit—reliably switching off
15 when not in use. The HandsFreeLink™ unit will get stuck “on” even if not in use and even after the
16 car’s ignition switch is turned off. Once stuck “on,” the HandsFreeLink™ unit creates a constant
17 and substantial parasitic electric drain on the electric system, leading to drained and dead batteries,
18 recurring battery replacement, and premature failure of other essential electric components such as
19 alternators. Owners of Class Vehicles with the HandsFreeLink™ system find themselves with cars
20 that will not start after a short period of non-use and electrical systems prone to fail even when the
21 car is in operation. (Hereinafter, the “Defect”). Ultimately, these owners find themselves with cars
22 that are less valuable than comparable cars with properly functioning “hands-free” systems.

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25 ¹ Plaintiffs bring this Third Amended Class Action Complaint following the Court’s Decision
26 and Order on Defendant’s Motion to Dismiss the Amended Class Action Complaint (D.E. 81, *as*
27 *amended* D.E. 91) and Motion to Dismiss Second Amended Class Action Complaint (D.E. 139) To
28 the extent Plaintiffs withdraw any claims, causes of action, or legal theories to conform this Third
Amended Class Action Complaint to the aforementioned Decisions and Orders, Plaintiffs expressly
reserve the right to raise such issues later such as on appeal and do not, by filing this Third Amended
Class Action Complaint, waive the right to maintain such claims, causes of action, or legal theories
on appeal.

1 husband about the connection between the battery and electrical issues Plaintiff's Vehicle was
2 exhibiting and recommended disconnecting the HFL. The HFL was disconnected by the University
3 Place Tire Center a short time later.

4
5 **(c) *Plaintiffs were unable to have made the discovery of the HFL defect despite reasonable diligence***

6 23. Plaintiffs are aware of no public information offered by Defendant that Honda's HFL
7 unit was prone to a high parasitic battery drain. *See, infra* (discussing Honda's internal Technical
8 Service Bulletins on the HFL unit, unavailable to the public).

9 24. Through Plaintiffs' multiple service visits, as detailed above, Plaintiffs acted
10 reasonably and diligently in attempting to find the cause of their repeated electrical-related problems.
11 Plaintiffs understandably and reasonably relied on the diligence of the vehicle service providers to
12 get to the 'root cause' of the repeated problems, but the service advisors and/or unaffiliated repair
13 shops never revealed to Plaintiffs (and likely did not know themselves due to Defendant's
14 concealment) the true source of the electrical issues was the battery-draining HFL unit.

15 25. Plaintiffs only learned that the vehicle's battery-drain issues were linked to the HFL
16 unit on the aforementioned June 2016 service date.

17 26. Plaintiffs were not at fault for failing to discover the HFL unit as the source of the
18 vehicle's electrical issues.

19 27. Plaintiffs had no actual or presumptive knowledge of facts sufficient to put them on
20 inquiry notice until the aforementioned service date.

21 28. It was not until shortly before Plaintiffs disconnected the HFL unit that Defendant
22 withheld its knowledge from the public about the true source of the defect.

23 **(3) Plaintiffs' Injury and Causation Allegations**

24 29. Honda's unfair, unlawful and deceptive conduct in designing, manufacturing,
25 marketing and selling vehicles equipped with the HandsFreeLink unit has caused the Aberin
26 Plaintiffs out-of-pocket losses, future attempted repairs, loss of warranty value, and diminished value
27 of their vehicle.

1 30. Honda knew about, manipulated or recklessly disregarded the fact that the
2 HandsFreeLink™ unit could lead to vehicles that do not start reliably and electrical components
3 which might fail while the vehicle is in operation.

4 31. But Honda did not disclose this defect to the Aberin Plaintiffs, so Plaintiffs purchased
5 the vehicle on the reasonable, but mistaken, belief that the 2005 Acura TL was merchantable and
6 safe to operate as designed. Had Honda disclosed that the HandsFreeLink could lead to vehicles that
7 fail to start at a much higher level than a reasonable consumer would expect or contain electrical
8 components which might fail while the vehicle is in operation, the Aberin Plaintiffs would not have
9 purchased the vehicle or would have paid less for it.

10 **b. John Kelly**

11 **(1) Ownership, Purchase Decision, and HFL Defect, Generally**

12 32. Plaintiff John Kelly is a resident of California domiciled in Richmond, California. On
13 November 2, 2015, Plaintiff Kelly bought a used 2007 Acura MDX from a private seller in Berkeley,
14 California.

15 33. Plaintiff Kelly's 2007 Acura MDX included the defective HandsFreeLink™ unit.
16 Plaintiff Kelly has paid money or otherwise suffered harm as a result of the defect and associated
17 problems described herein.

18 34. Plaintiff Kelly based his decision to purchase the 2007 MDX in reliance on the
19 features offered by the vehicle – including its inclusion of the HandsFreeLink™ – and Defendant's
20 reputation and statements about the safety, reliability, luxury and quality of Acura vehicles. He
21 wanted a reliable vehicle with the kinds of features offered only with luxury vehicles like an Acura.
22 Plaintiff Kelly believed his vehicle would be a good value because of its reputation for luxury,
23 safety, reliability, and convenience—consistent with his review of Honda's advertising messaging
24 regarding luxury, safety, reliability, and convenience.

25 35. Plaintiff Kelly still owns his vehicle and has paired his HandsFreeLink™ unit with
26 iPhone smartphones.

1 36. Unknown to Plaintiff Kelly at the time the vehicle was purchased, the vehicle was
2 equipped with a HandsFreeLink™ unit that is defectively designed. The Defect allows the
3 HandsFreeLink™ unit to drain the battery even after the vehicle is turned off.

4 **(2) Statute of Limitations & Fraudulent Concealment Tolling**
5 **Allegations**

6 **(a) HFL-caused vehicle issues, unbeknownst to Plaintiff**

7 37. In mid-2016, Plaintiff Kelly began having problems with the vehicle's battery. It
8 would die if not driven every day. For instance, the battery died when Plaintiff Kelly's wife left it at
9 the airport while traveling for a few days. The battery died two to three times in this manner and
10 once at home in the garage. In each instance, AAA would have to come jump the battery.

11 38. So far, Plaintiff Kelly has replaced one battery for about \$150 in June or July 2016.
12 Recently, the HandsFreeLink™ unit stopped working altogether.

13 **(b) Time and manner of Plaintiff's discovery of the HFL defect**

14 39. In August 2016, Plaintiff's wife brought the vehicle to the Oakland Acura dealership
15 for a tire alignment. She informed them about the problems with the HandsFreeLink™ unit. The
16 dealership technicians told her that they were aware of this problem in the 2007 and 2008 MDX
17 vehicles and that Plaintiff Kelly should not seek to replace the HandsFreeLink™ unit. She
18 subsequently informed Plaintiff Kelly of what the dealership technicians told her.

19 40. Plaintiff Kelly then began to conduct internet research relating to the problems
20 associated with the HandsFreeLink™ unit. It was only after reading the allegations of the Class
21 Action Complaint in August 2016 did Plaintiff Kelly learn that the HandsFreeLink defects were
22 responsible for the premature draining of his vehicle's batteries. He eventually disabled the HFL
23 unit.

24 41. Prior to August 2016, Plaintiff did not understand that the problems Plaintiff
25 encountered could have been caused by the hidden and undisclosed defect in the HandsFreeLink™
26 system. Further, neither the dealership nor Honda disclosed until recently that the HandsFreeLink™
27 unit was the reason for the low battery phenomenon. They also failed to ever fix the defect.

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(c) *Plaintiff was unable to have made the discovery of the HFL defect despite reasonable diligence*

42. Plaintiff was aware of no public information offered by Defendant that Honda's HFL unit was prone to a high parasitic battery drain. *See, infra* (discussing Honda's internal Technical Service Bulletins on the HFL unit, unavailable to the public).

43. Through Plaintiff's multiple service visits, as detailed above, Plaintiff acted reasonably and diligently in attempting to find the cause of his repeated electrical-related problems. Plaintiff understandably and reasonably relied on the diligence of the vehicle service providers to get to the 'root cause' of the repeated problems, but the service advisors and/or unaffiliated repair shops never revealed to Plaintiff (and likely did not know themselves due to Defendant's concealment) the true source of the electrical issues was the battery-draining HFL unit.

44. Plaintiff only discovered that Plaintiff may have a cause of action when Plaintiff learned that the vehicle's battery-drain issues were linked to the HFL unit on the aforementioned service date.

(d) *Plaintiff's fraudulent concealment tolling allegations*

45. Plaintiff was not at fault for failing to discover the HFL unit as the source of the vehicle's electrical issues.

46. Plaintiff had no actual or presumptive knowledge of facts sufficient to put Plaintiff on inquiry notice until the aforementioned service date.

47. It was not until after the aforementioned service date that Plaintiff was able to connect the dots: Defendant withheld its knowledge from the public about the true source of the defect.

(3) *Plaintiff's Injury and Causation Allegations*

48. Honda's unfair, unlawful, and deceptive conduct in designing, manufacturing, marketing and selling vehicles equipped with the HandsFreeLink™ unit has caused Plaintiff out-of-pocket losses, future attempted repairs, loss of warranty value, loss of value associated with the inability to use a feature that was previously paid for, and diminished value of the vehicle.

49. Honda knew about, manipulated or recklessly disregarded the fact that the HandsFreeLink™ unit could lead to vehicles that do not start reliably and electrical components which might fail while the vehicle is in operation.

1 50. But Honda did not disclose this defect to Plaintiff Kelly, so Plaintiff purchased the
2 vehicle on the reasonable, but mistaken, belief that the 2007 Acura MDX was merchantable and safe
3 to operate as designed. Had Honda disclosed that the HandsFreeLink™ could lead to vehicles that
4 fail to start at a much higher level than a reasonable consumer would expect or contain electrical
5 components which might fail while the vehicle is in operation, Plaintiff would not have purchased
6 the vehicle or would have paid less for it.

7 **2. Delaware Plaintiff**

8 **(1) Ownership, Purchase Decision, and HFL Defect, Generally**

9 51. Plaintiff Yun-Fei Lou is a resident of Delaware domiciled in Newark, Delaware. On
10 April 21, 2011, Plaintiff Lou bought a new 2011 Acura RDX at Price Acura at 4585 S. Dupont Hwy,
11 Dover, Delaware 19901.

12 52. Plaintiff's 2011 Acura RDX included the defective HandsFreeLink™ unit. Plaintiff
13 has paid money or otherwise suffered harm as a result of the defect and associated problems
14 described herein.

15 53. Plaintiff based his decision to purchase the 2011 RDX in reliance on the features
16 offered by the vehicle – including its inclusion of the HandsFreeLink™ – and Defendant's reputation
17 and statements about the safety, reliability, luxury and quality of Acura vehicles. He wanted a
18 reliable vehicle with the kinds of features offered only with luxury vehicles like an Acura. Plaintiff
19 Lou believed his vehicle would be a good value because of its reputation for luxury, safety,
20 reliability, and convenience—consistent with his review of Honda's advertising messaging regarding
21 luxury, safety, reliability, and convenience.

22 54. Plaintiff Lou still owns his 2011 Acura RDX and has paired his HandsFreeLink™
23 unit with both iPhone and Samsung Galaxy smartphones.

24 55. Unknown to Plaintiff Lou at the time the vehicle was purchased, the vehicle was
25 equipped with a HandsFreeLink™ unit that is defectively designed. The Defect allows the
26 HandsFreeLink™ unit to continue to drain the battery even after the vehicle is turned off.

1 **(2) Statute of Limitations & Fraudulent Concealment Tolling**
2 **Allegations**

3 **(a) *HFL-caused vehicle issues, unbeknownst to Plaintiff***

4 56. Plaintiff Lou has had to have his car jumped by AAA and others on several occasions
5 because his vehicle’s battery was drained by the HandsFreeLink™ unit. The failure to disclose the
6 potential defect also caused Plaintiff Lou to be late to work and miss important meetings on multiple
7 occasions, including a job interview.

8 57. Plaintiff Lou first presented his vehicle for repair for what he thought was a low
9 battery issue sometime around December 2011 or January 2012. He also received several
10 complimentary battery checks for the next few years from the dealership.

11 58. Plaintiff Lou is a volunteer firefighter. In 2012, there was a fire emergency in the fire
12 district where Plaintiff Lou volunteers and he was unable to respond due to his 2011 Acura RDX not
13 being able start.

14 59. Around March 2013, Plaintiff Lou had to get a jump start at the fire station on the
15 University of Delaware Campus.

16 60. Around May 2013, Plaintiff Lou’s 2011 Acura RDX would not start, rendering him
17 stranded around 10:00 PM, and he had to call Acura Roadside Assistance for a jump start.

18 61. In 2014, Plaintiff Lou had to pay for Rangers LLC to jump start his 2011 Acura RDX.

19 62. To mitigate the consequences of becoming stranded unexpectedly, Plaintiff Lou has
20 paid approximately \$40 for a roadside kit and pays for a premium monthly membership with the
21 Automotive Association of America (AAA).

22 63. Because his HandsFreeLink™ unit is not disabled, Plaintiff continues to experience
23 these battery and electrical problems.

24 **(b) *Time and manner of Plaintiff’s discovery of the HFL defect***

25 64. In the summer of 2016, Plaintiff Lou began to conduct internet research relating to the
26 problems associated with the HandsFreeLink™ unit. It was only after reading the allegations of the
27 Class Action Complaint in August 2016 did Plaintiff Lou learn that the HandsFreeLink defects were
28 responsible for the premature draining of his vehicle’s batteries

1 65. Prior to August 2016, Plaintiff did not understand that the problems Plaintiff
 2 encountered could have been caused by the hidden and undisclosed defect in the HandsFreeLink™
 3 system. Further, neither the dealership nor Honda disclosed until recently that the HandsFreeLink™
 4 unit was the reason for the low battery phenomenon. They also failed to ever fix the defect.

5 **(c) Plaintiff was unable to have made the discovery of the HFL
 6 defect despite reasonable diligence**

7 66. Prior to August 2016, Plaintiff did not understand that the problems Plaintiff
 8 encountered could have been caused by the hidden and undisclosed defect in the HandsFreeLink™
 9 system. Further, neither the dealership nor Honda disclosed that the HandsFreeLink™ unit was the
 10 reason for the low battery phenomenon. They also failed to ever fix the defect.

11 67. Plaintiff was aware of no public information offered by Defendant that Honda’s HFL
 12 unit was prone to a high parasitic battery drain. *See, infra* (discussing Honda’s internal Technical
 13 Service Bulletins on the HFL unit, unavailable to the public).

14 68. Through Plaintiff’s multiple service visits, as detailed above, Plaintiff acted
 15 reasonably and diligently in attempting to find the cause of her repeated electrical-related problems.
 16 Plaintiff understandably and reasonably relied on the diligence of the vehicle service providers to get
 17 to the ‘root cause’ of the repeated problems, but the service advisors and/or unaffiliated repair shops
 18 never revealed to Plaintiff (and likely did not know themselves due to Defendant’s concealment) the
 19 true source of the electrical issues was the battery-draining HFL unit.

20 69. Plaintiff only discovered that Plaintiff may have a cause of action when Plaintiff
 21 learned that the vehicle’s battery-drain issues were linked to the HFL unit in August 2016, after
 22 reading the allegations contained in the original Class Action Complaint.

23 **(d) Plaintiff’s fraudulent concealment tolling allegations**

24 70. Plaintiff was not at fault for failing to discover the HFL unit as the source of the
 25 vehicle’s electrical issues.

26 71. Plaintiff had no actual or presumptive knowledge of facts sufficient to put Plaintiff on
 27 inquiry notice until the aforementioned service date.
 28

1 72. It was not until August 2016 that Plaintiff was able to connect the dots: Defendant
2 withheld its knowledge from the public about the true source of the defect.

3 **(3) Plaintiff’s Injury and Causation Allegations**

4 73. Honda’s unfair, unlawful, and deceptive conduct in designing, manufacturing,
5 marketing and selling vehicles equipped with the HandsFreeLink™ unit has caused Plaintiff out-of-
6 pocket losses, future attempted repairs, loss of warranty value, loss of value associated with the
7 inability to use a feature that was previously paid for, and diminished value of the vehicle.

8 74. Honda knew about, manipulated, or recklessly disregarded the fact that the
9 HandsFreeLink™ unit could lead to vehicles that do not start reliably and electrical components that
10 might fail while the vehicle is in operation.

11 75. But Honda did not disclose this defect to Plaintiff Lou, so Plaintiff Lou purchased the
12 vehicle on the reasonable, but mistaken, belief that the 2011 Acura RDX was merchantable and safe
13 to operate as designed. Had Honda disclosed that the HandsFreeLink™ could lead to vehicles that
14 fail to start at a much higher level than a reasonable consumer would expect or contain electrical
15 components that might fail while the vehicle is in operation, Plaintiff Lou would not have purchased
16 the vehicle or would have paid less for it.

17 **3. Kansas Plaintiff**

18 **(1) Ownership, Purchase Decision, and HFL Defect, Generally**

19 76. Plaintiff Don Awtrey is a resident of Kansas residing in Wichita, Kansas. On or about
20 November 20, 2004 Plaintiff Awtrey bought a new 2005 Acura TL at Acura of Wichita (formerly
21 part of the Schofield Luxury Collection) located at 11212 E Kellogg Dr Wichita, KS 67207.

22 77. Plaintiff Awtrey’s 2005 Acura TL included the defective HandsFreeLink™ unit.
23 Plaintiff Awtrey has paid money or otherwise suffered harm as a result of the defect and associated
24 problems described herein.

25 78. Plaintiff Awtrey based his decision to purchase the 2005 Acura TL in reliance on the
26 features offered by the vehicle—including its inclusion of the HandsFreeLink™— and Defendant’s
27 reputation and statements about the safety, reliability, luxury and quality of Acura vehicles. He
28

1 wanted a reliable vehicle with the kinds of features offered only with luxury vehicles like an Acura.
2 Plaintiff Awtrey believed his vehicle would be a good value because of its reputation for luxury,
3 safety, reliability, and convenience—consistent with his review of Honda’s advertising messaging
4 regarding luxury, safety, reliability, and convenience.

5 79. Plaintiff Awtrey still owns his 2005 Acura TL and has paired his HandsFreeLink™
6 unit with multiple Motorola flip phones and Apple smartphones.

7 80. Unknown to Plaintiff Awtrey at the time the vehicle was purchased, the vehicle was
8 equipped with a HandsFreeLink™ unit that is defectively designed. The Defect allows the
9 HandsFreeLink™ unit to continue to drain the battery even after the vehicle is turned off.

10 **(2) Statute of Limitations & Fraudulent Concealment Tolling**
11 **Allegations**

12 **(a) *HFL-caused vehicle issues, unbeknownst to Plaintiff***

13 81. Plaintiff Awtrey brought his vehicle to Acura of Wichita in or around October 26,
14 2009 for service relating to this defect. At that time, the battery was replaced at a cost to Plaintiff
15 Awtrey of \$175.00.

16 82. In or around September 17, 2014 Plaintiff Awtrey again brought his vehicle to Acura
17 of Wichita for service relating to this defect. Again, the battery was replaced at a cost to Plaintiff
18 Awtrey of \$130.90.

19 83. In or around August 16, 2016, Plaintiff Awtrey again brought his vehicle into Acura
20 of Wichita for service relating to the HandsFreeLink system. The dealership told him that they could
21 provide him with a replacement system, but he would have to bear the cost of the replacement.

22 **(b) *Time and manner of Plaintiff’s discovery of the HFL defect***

23 84. Following the August 16, 2016 service visit, Plaintiff Awtrey then began to conduct
24 internet research relating to the problems associated with the HandsFreeLink™ unit. It was only after
25 reading the allegations of the Class Action Complaint in August 2016 did Plaintiff Awtrey learn that
26 the HandsFreeLink defects were responsible for the premature draining of his vehicles’ batteries.

(c) Plaintiff was unable to have made the discovery of the HFL defect despite reasonable diligence

85. Prior to August 2016, Plaintiff did not understand that the problems Plaintiff encountered could have been caused by the hidden and undisclosed defect in the HandsFreeLink™ system. Further, neither the dealership nor Honda disclosed that the HandsFreeLink™ unit was the reason for the low battery phenomenon. They also failed to ever fix the defect.

86. Plaintiff was aware of no public information offered by Defendant that Honda's HFL unit was prone to a high parasitic battery drain. *See, infra* (discussing Honda's internal Technical Service Bulletins on the HFL unit, unavailable to the public).

87. Through Plaintiff's multiple service visits, as detailed above, Plaintiff acted reasonably and diligently in attempting to find the cause of his repeated electrical-related problems. Plaintiff understandably and reasonably relied on the diligence of the vehicle service providers to get to the 'root cause' of the repeated problems, but the service advisors and/or unaffiliated repair shops never revealed to Plaintiff (and likely did not know themselves due to Defendant's concealment) the true source of the electrical issues was the battery-draining HFL unit.

88. Plaintiff only discovered that Plaintiff may have a cause of action when Plaintiff learned that the vehicle's battery-drain issues were linked to the HFL unit, in August of 2016, after reading the allegations contained in the Class Action Complaint.

(d) Plaintiff's fraudulent concealment tolling allegations

89. Plaintiff was not at fault for failing to discover the HFL unit as the source of the vehicle's electrical issues.

90. Plaintiff had no actual or presumptive knowledge of facts sufficient to put Plaintiff on inquiry notice until the aforementioned service date.

91. It was not until August 2016 that Plaintiff was able to connect the dots: Defendant withheld its knowledge from the public about the true source of the defect.

(3) Plaintiff's Injury and Causation Allegations

92. Honda's unfair, unlawful and deceptive conduct in designing, manufacturing, marketing and selling vehicles equipped with the HandsFreeLink unit has caused Plaintiff Awtrey

1 out-of-pocket losses, future attempted repairs, loss of warranty value, and diminished value of his
2 vehicle.

3 93. Honda knew about, manipulated or recklessly disregarded the fact that the
4 HandsFreeLink™ unit could lead to vehicles that do not start reliably and electrical components
5 which might fail while the vehicle is in operation.

6 94. But Honda did not disclose this defect to Plaintiff Awtrey, so Plaintiff Awtrey
7 purchased the vehicle on the reasonable, but mistaken, belief that the 2005 Acura TL was futile and
8 safe to operate as designed. Had Honda disclosed that the HandsFreeLink could lead to vehicles that
9 fail to start at a much higher level than a reasonable consumer would expect or contain electrical
10 components that might fail while the vehicle is in operation, Plaintiff Awtrey would not have
11 purchased the vehicle or would have paid less for it.

12 **4. New Hampshire Plaintiff**

13 **(1) Ownership, Purchase Decision, and HFL Defect, Generally**

14 95. Plaintiff Melissa Yeung is a resident of New Hampshire domiciled in Nashua, New
15 Hampshire. On September 27, 2007, Plaintiff Yeung bought a new 2008 Acura TL at Sunnyside
16 Acura at 482 Amherst St., Nashua, New Hampshire 03063.

17 96. Plaintiff's 2008 Acura TL included the defective HandsFreeLink™ unit. Plaintiff has
18 paid money or otherwise suffered harm as a result of the defect and associated problems described
19 herein.

20 97. Plaintiff Yeung based her decision to purchase the 2008 Acura TL in reliance of the
21 features offered by the vehicle—including its inclusion of the HandsFreeLink™—and Defendant's
22 reputation and statements about the safety, reliability, luxury and quality of Acura vehicles. Plaintiff
23 Yeung was looking forward to using the HandsFreeLink™ feature upon purchase. She wanted a
24 reliable vehicle with the kinds of features offered only with luxury vehicles like an Acura. Plaintiff
25 Yeung believed her 2008 Acura TL would be good value because of the reputation of Acura vehicles
26 for luxury, reliability, safety, and convenience—consistent with her review of Honda's advertising
27 messaging regarding luxury, safety, reliability, and convenience.

1 Further, neither the dealership nor Honda disclosed that the HandsFreeLink™ unit was the reason for
2 the low battery phenomenon. They also failed to ever fix the defect.

3 107. Plaintiff was aware of no public information offered by Defendant that Honda's HFL
4 unit was prone to a high parasitic battery drain. *See, infra* (discussing Honda's internal Technical
5 Service Bulletins on the HFL unit, unavailable to the public).

6 108. Through Plaintiff's multiple service visits, as detailed above, Plaintiff acted
7 reasonably and diligently in attempting to find the cause of her repeated electrical-related problems.
8 Plaintiff understandably and reasonably relied on the diligence of the vehicle service providers to get
9 to the 'root cause' of the repeated problems, but the service advisors and/or unaffiliated repair shops
10 never revealed to Plaintiff (and likely did not know themselves due to Defendant's concealment) the
11 true source of the electrical issues was the battery-draining HFL unit.

12 109. Plaintiff only discovered that Plaintiff may have a cause of action when Plaintiff
13 learned that the vehicle's battery-drain issues were linked to the HFL unit on the aforementioned
14 service date.

15 **(d) Plaintiff's fraudulent concealment tolling allegations**

16 110. Plaintiff was not at fault for failing to discover the HFL unit as the source of the
17 vehicle's electrical issues.

18 111. Plaintiff had no actual or presumptive knowledge of facts sufficient to put Plaintiff on
19 inquiry notice until the aforementioned service date.

20 112. It was not until after the aforementioned service date that Plaintiff was able to connect
21 the dots: Defendant withheld its knowledge from the public about the true source of the defect.

22 **(3) Plaintiff's Injury and Causation Allegations**

23 113. Honda's unfair, unlawful, and deceptive conduct in designing, manufacturing,
24 marketing, and selling vehicles equipped with the HandsFreeLink™ unit has caused Plaintiff Yeung
25 out-of-pocket losses, future attempted repairs, loss of warranty value, and diminished value of her
26 vehicle. Honda knew about, manipulated, or recklessly disregarded the fact that the
27 HandsFreeLink™ unit could lead to vehicles that do not start reliably and electrical components that
28 might fail while the vehicle is in operation.

1 114. But Honda did not disclose this defect to Plaintiff, so Plaintiff Yeung purchased the
2 vehicle on the reasonable, but mistaken, belief that the 2008 Acura TL was merchantable and safe to
3 operate as designed. Had Honda disclosed that the HandsFreeLink™ could lead to vehicles that fail
4 to start at a much higher level than a reasonable consumer would expect or contain electrical
5 components that might fail while the vehicle is in operation, Plaintiff Yeung would not have
6 purchased the vehicle or would have paid less for it.

7 **5. New York Plaintiff**

8 **(1) Ownership, Purchase Decision, and HFL Defect, Generally**

9 115. Plaintiff Joy Matza is currently a resident of New York residing in Roslyn, New York.
10 On or about September 11, 2006, she bought a new 2006 Acura MDX at Rallye Acura, located at
11 1750 Northern Blvd, Roslyn, NY, 11576.

12 116. Plaintiff Matza's 2006 Acura MDX included the defective HandsFreeLink™ unit.
13 Plaintiff Matza has paid money or otherwise suffered harm as a result of the defect and associated
14 problems described herein.

15 117. Plaintiff Matza based her decision to purchase the 2006 Acura MDX in reliance on
16 the features offered by the vehicle – including its inclusion of the HandsFreeLink™ – and
17 Defendant's reputation and statements about the safety, reliability, luxury and quality of Acura
18 vehicles. She wanted a reliable vehicle with the kinds of features offered only with luxury vehicles
19 like an Acura. Plaintiff Matza believed her vehicle would be a good value because of its reputation
20 for luxury, safety, reliability, and convenience—consistent with her review of Honda's advertising
21 messaging regarding luxury, safety, reliability, and convenience.

22 118. Plaintiff Matza, prior to retaining counsel, recently sold her 2006 Acura MDX at a
23 loss because, as described more fully below, the disconnected defective HFL unit lowered the value
24 of her vehicle. During her ownership of her Acura MDX, Plaintiff Matza paired her
25 HandsFreeLink™ unit with multiple phones and used HFL to make hands-free calls frequently.

1 119. Unknown to Plaintiff Matza at the time the vehicle was purchased, the vehicle was
2 equipped with a HandsFreeLink™ unit that is defectively designed. The Defect allows the
3 HandsFreeLink™ unit to continue to drain the battery even after the vehicle is turned off.

4 **(2) Statute of Limitations & Fraudulent Concealment Tolling**
5 **Allegations**

6 **(a) HFL-caused vehicle issues, unbeknownst to Plaintiff**

7 120. Plaintiff Matza first experienced an issue with her MDX's battery & electrical system
8 on or about January or February of 2007. At that time, Plaintiff Matza was at a shopping center
9 parking lot and was unable to start her vehicle. She called a roadside assistance company to jump-
10 start her vehicle. Plaintiff Matza had no idea (nor was there any indication) that the battery failure
11 was in any way related to her vehicle's HFL unit.

12 121. In or around Fall of 2008, Plaintiff Matza she was picking up her daughter from a
13 New York City restaurant, and when she went to start her vehicle to leave, the battery died. As a
14 result, she had have her vehicle jump started. Shortly thereafter, her vehicle needed a battery
15 replacement. Plaintiff Matza still had no idea (nor was there any indication) that the battery failure
16 was in any way related to her vehicle's HFL unit.

17 122. On or about January or February of 2009, Plaintiff Matza's vehicle's battery died
18 while going for dinner take-out. AAA jump-started the vehicle to get plaintiff on the road again.
19 Plaintiff Matza still had no idea (nor was there any indication) that the battery failure was in any way
20 related to her vehicle's HFL unit.

21 123. On or about January or February of 2010, Plaintiff Matza's vehicle's battery died and
22 she had to take a taxi home. Her husband later came and jump-started the vehicle and shortly
23 thereafter replaced the battery. Plaintiff Matza still had no idea (nor was there any indication) that the
24 battery failure was in any way related to her vehicle's HFL unit.

25 124. On or about January or February of 2013, Plaintiff Matza's son had to call AAA to
26 replace the battery. Plaintiff Matza still had no idea (nor was there any indication) that the battery
27 failure was in any way related to her vehicle's HFL unit.

1 125. On or about March, 17, 2014, Plaintiff Matza took her vehicle into an authorized
2 Acura dealership's service center because, among other things, her engine was making an odd noise
3 during cold start-ups. As a result of the service center's diagnostics, they replaced the starter motor
4 assembly unit on her vehicle. The part and labor cost her \$614.70. Upon information and belief, this
5 repair was caused by the HFL parasitic battery drain defect, which required multiple jump starts due
6 to dead batteries, added additional strain on the starter motor assembly, and ultimately caused it to
7 prematurely fail. Plaintiff Matza still had no idea (nor was there any indication) that this part failure
8 was in any way related to her vehicle's HFL unit.

9 126. Multiple times in 2016, Plaintiff Matza had to have the vehicle jump started in the
10 driveway because the vehicle was driven infrequently, giving the HFL time to parasitically drain the
11 battery more extensively. Plaintiff Matza still had no idea (nor was there any indication) that these
12 battery failures were in any way related to her vehicle's HFL unit.

13 127. In total, Plaintiff Matza needed approximately 8 battery replacements over the years,
14 and at least 10 battery jump-starts. In total, the battery replacements cost her an estimated \$800 over
15 the years, and the replacement starter motor assembly unit cost her \$614.70 for parts and labor.

16 128. In or about July 2016, Plaintiff Matza's husband did online research and found the
17 true source of the battery-drain issue: a defective HandsFreeLink unit.

18 129. As a result of her husband's discovery, on or around July 10, 2016, Plaintiff Matza
19 took her car to an authorized Acura dealership and asked for the cost of a replacement HFL unit. She
20 was quoted \$809.90.

21 130. Because the cost of the unit, Plaintiff Matza and her husband decided to disconnect
22 HFL unit. Plaintiff's husband, using instructions found online, disconnected the unit. From that
23 point forward, the vehicle no longer had the hands-free-calling capability that was a promised feature
24 of the vehicle.

25 131. Subsequently, approximately one year later, in mid-May 2017, Plaintiff Matza ended
26 up selling the 2006 MDX to a private party. Because Plaintiff Matza wanted to give full disclosure
27 about the vehicle's condition, she accurately disclosed that the HFL unit was not functioning and had
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1 been disconnected. As a result, she sold the vehicle for a below-market rate, based on then-current
2 Kelly Blue Book and Edmunds.com valuations.

3 **(b) Time and manner of Plaintiff's discovery of the HFL defect**

4 132. As noted above, it was not until on or about July 2016, when Plaintiff Matza's
5 husband did online research that the truth about the HFL propensity to drain batteries came to light.
6 Up until that time, Plaintiff did not understand (and could not have understood) that the electrical
7 problems she encountered could have been caused by the hidden and undisclosed defect in the
8 HandsFreeLink™ system. Further, neither the dealership nor did Honda disclose that the
9 HandsFreeLink™ unit was the reason for the low battery phenomenon, nor did they ever fix the
10 defect.

11 133. As noted, Plaintiff Matza's husband had to disable the HandsFreeLink™ unit, one of
12 the key features of her 2006 Acura MDX that induced her to purchase the vehicle.

13 **(c) Plaintiff was unable to have made the discovery of the HFL**
14 **defect despite reasonable diligence**

15 134. Plaintiff was aware of no public information offered by Defendant that Honda's HFL
16 unit was prone to a high parasitic battery drain. *See, infra* (discussing Honda's internal Technical
17 Service Bulletins on the HFL unit, unavailable to the public).

18 135. Through Plaintiff's multiple service visits, as detailed above, Plaintiff acted
19 reasonably and diligently in attempting to find the cause of her repeated electrical-related problems.
20 Plaintiff understandably and reasonably relied on the diligence of the vehicle service providers to get
21 to the 'root cause' of the repeated problems, but the service advisors and/or unaffiliated repair shops
22 never revealed to Plaintiff (and likely did not know themselves due to Defendant's concealment) the
23 true source of the electrical issues was the battery-draining HFL unit.

24 136. Plaintiff only discovered that Plaintiff may have a cause of action when Plaintiff
25 learned that the vehicle's battery-drain issues were linked to the HFL unit on the aforementioned
26 date that her husband did online research on or about July of 2016.

(d) Plaintiff's fraudulent concealment tolling allegations

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2 137. Plaintiff was not at fault for failing to discover the HFL unit as the source of the
3 vehicle's electrical issues.

4 138. Plaintiff had no actual or presumptive knowledge of facts sufficient to put Plaintiff on
5 inquiry notice until the aforementioned service date.

6 139. It was not until shortly before Plaintiff disconnected the HFL unit that Defendant
7 withheld its knowledge from the public about the true source of the defect.

(3) Plaintiff's Injury and Causation Allegations

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9 140. Honda's unfair, unlawful and deceptive conduct in designing, manufacturing,
10 marketing and selling vehicles equipped with the HandsFreeLink unit has caused Plaintiff Matza out-
11 of-pocket losses, future attempted repairs, loss of warranty value, and diminished value of her
12 vehicle.

13 141. Honda knew about, manipulated or recklessly disregarded the fact that the
14 HandsFreeLink™ unit could lead to vehicles that do not start reliably and electrical components
15 which might fail while the vehicle is in operation.

16 142. But Honda did not disclose this defect to Plaintiff Matza, so Plaintiff purchased the
17 vehicle on the reasonable, but mistaken, belief that the 2006 Acura MDX was merchantable and safe
18 to operate as designed. Had Honda disclosed that the HandsFreeLink could lead to vehicles that fail
19 to start at a much higher level than a reasonable consumer would expect or contain electrical
20 components which might fail while the vehicle is in operation, Plaintiff Matza would not have
21 purchased the vehicle.

6. Washington Plaintiff

(1) Ownership, Purchase Decision, and HFL Defect, Generally

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24 143. Plaintiff Charles ("Chuck") Burgess is currently a resident of Washington residing in
25 Seattle, Washington. On October 25, 2008, when Plaintiff Burgess was residing in the state of
26 Washington, he bought a new 2008 Acura RDX at Acura of Lynnwood, 21515 Hwy 99, Lynnwood,
27 Washington, 98036.

1 144. Plaintiff Burgess's 2008 Acura RDX included the defective HandsFreeLink™ unit.
2 Plaintiff Burgess has paid money or otherwise suffered harm as a result of the defect and associated
3 problems described herein.

4 145. Plaintiff Burgess based his decision to purchase the 2008 Acura RDX in reliance on
5 the features offered by the vehicle – particularly its inclusion of the HandsFreeLink™ – and
6 Defendant's reputation and statements about the safety, reliability, luxury and quality of Acura
7 vehicles. He wanted a reliable vehicle with the kinds of features offered only with luxury vehicles
8 like an Acura. Plaintiff Burgess believed his vehicle would be a good value because of its reputation
9 for luxury, safety, reliability, and convenience—consistent with his review of Honda's advertising
10 messaging regarding luxury, safety, reliability, and convenience.

11 146. Prior to purchasing this vehicle, Plaintiff Burgess conducted extensive online
12 research, visiting Acura's website and reading consumer reviews on sites such as Edmunds.com.
13 Plaintiff Burgess also visited Acura of Lynnwood to test drive the vehicle before purchase. During
14 this visit, he spoke with dealership personnel extensively about the 2008 Acura RDX. Based on the
15 statements he reviewed online and representations made by the dealership personnel, Plaintiff
16 Burgess was persuaded that the 2008 Acura RDX was a reliable, functional, and safe vehicle. These
17 particular qualities were important to Plaintiff Burgess, who traveled frequently to Eastern
18 Washington at the time and commuted daily from north of Seattle to Auburn, Washington (2.5 to 3
19 hours round-trip).

20 147. Plaintiff Burgess was given a demonstration of the HandsFreeLink™ system during
21 his test drive at Acura of Lynwood, and was shown how to set up the system. After learning that this
22 particular model came with HandsFreeLink™ and seeing the demonstration, Plaintiff Burgess
23 became convinced of the value of the luxury HandsFreeLink™ feature. This feature was particularly
24 important to Plaintiff Burgess, because of the convenience it offered when he was on the road for 2.5
25 to 3 hours each day. Plaintiff Burgess was constantly on call due to his responsibilities as systems
26 support for Safeway distribution and needed to answer work-related calls safely, even while on the
27 road.

1 148. Plaintiff Burgess still owns his 2008 Acura RDX and initially paired his
2 HandsFreeLink™ unit with his Blackberry Mobile Phone, and later with his iPhone 4.

3 149. Unknown to Plaintiff Burgess at the time the vehicle was purchased, the vehicle was
4 equipped with a HandsFreeLink™ unit that is defectively designed. The defect allows the
5 HandsFreeLink™ unit to continue to drain the battery even after the vehicle is turned off.

6 **(2) Statute of Limitations & Fraudulent Concealment Tolling**
7 **Allegations**

8 **(a) HFL-caused vehicle issues, unbeknownst to Plaintiff**

9 150. Plaintiff Burgess brought the vehicle to Rick's Tire and Service located at 12200
10 Aurora Ave N., Seattle, WA 98133 on May 15, 2014 for service relating to this defect. This was the
11 first time the battery in Plaintiff Burgess's vehicle died. At that time, the battery was replaced at a
12 cost of \$127.95 for the battery and \$14.50 for its installation, before tax. Plaintiff Burgess paid these
13 costs himself. He did not know that the drained battery was caused by the defective
14 HandsFreeLink™ system.

15 151. In August 2016, Plaintiff Burgess noticed that the HandsFreeLink™ system was not
16 connecting with his iPhone 4 or only connected intermittently. When he tried to use the system, it
17 stated that no phone was found. By September, the HandsFreeLink™ system was not responsive.

18 152. On December 10, 2016, Plaintiff Burgess's battery died again. He had not driven his
19 vehicle on Friday, December 9, 2016. When he tried to start his vehicle on Saturday afternoon, the
20 lights in the vehicle went out and the car refused to start. Plaintiff Burgess called AAA, which sent
21 someone who confirmed the battery's cells had failed and jump started the vehicle.

22 153. On the same day, Saturday, December 10, 2016, Plaintiff Burgess brought his vehicle
23 into Acura of Lynnwood, located at 21515 HWY 99, Lynnwood, WA, 98036, for service relating to
24 this defect. Plaintiff Burgess spoke with service advisor Rick Rickstool. Because the
25 HandsFreeLink™ system was not connecting with his iPhone 4 or only connected intermittently,
26 Plaintiff Burgess requested that the dealer inspect his HandsFreeLink™ system in addition to
27 checking the battery.

1 154. The dealer checked the battery and determined it needed to be replaced. Plaintiff
2 Burgess once again paid for this replacement, at a cost of \$154.95, before tax.

3 155. Because Plaintiff Burgess asked the dealer to inspect the HandsFreeLink™ as well, he
4 inadvertently learned about the defect. The dealer told Plaintiff Burgess that the HandsFreeLink™
5 unit was faulty, had been drawing current from and weakening the battery, and needed to be
6 replaced. The dealer estimated that a new HandsFreeLink™ unit would cost \$777 before tax.

7 156. The service advisor admitted that he had encountered this problem with the
8 HandsFreeLink™ unit before, but he did not elaborate. He did not tell Plaintiff Burgess that the
9 problem was a defect inherent in the design of the HandsFreeLink™ system. He did not explain that
10 this was a known defect that affected countless other Acura drivers. He did not indicate whether
11 replacing the HandsFreeLink™ unit would be a permanent fix.

12 157. Reluctant to pay upwards of \$777 for the replacement HFL part, Plaintiff Burgess had
13 no choice but to have the dealer disconnect the HandsFreeLink™ unit instead. Plaintiff Burgess paid
14 \$127 before tax for the inspection and disconnection of the HandsFreeLink™ unit.

15 **(b) Time and manner of Plaintiff's discovery of the HFL defect**

16 158. When his HandsFreeLink™ system became unresponsive in September 2016,
17 Plaintiff Burgess looked online to investigate why his HandsFreeLink™ system was not connecting
18 with his phone. He found a blog that discussed problems with the HandsFreeLink™ system. At that
19 time, he did not know that the HandsFreeLink™ system was the cause of his May 2014 battery
20 failure or that it was causing electrical damage to his vehicle.

21 159. It was only when his battery died again in December 2016 and the dealer
22 disconnected his HandsFreeLink™ unit that Plaintiff Burgess learned his HandsFreeLink™ unit was
23 causing electrical damage to his vehicle and had drained his vehicle's battery.

24 160. Up until this time, Plaintiff Burgess did not understand (and could not have
25 understood) that the problems he encountered could have been caused by the hidden and undisclosed
26 defect in the HandsFreeLink™ system. Further, neither the dealership nor Honda disclosed that the
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1 problem was a defect inherent in the design of the HandsFreeLink™ unit, or that this was a known
2 defect that affected countless other Acura drivers and they never fixed the defect.

3 161. Plaintiff Burgess has had to disable his HandsFreeLink™, one of the key features of
4 his 2008 Acura RDX that induced him to purchase the vehicle. The HandsFreeLink™ was
5 permanently disconnected on December 10, 2016 at Acura of Lynnwood, located at 21515 HWY 99,
6 Lynnwood, WA, 98036.

7 **(c) Plaintiff was unable to have made the discovery of the HFL
8 defect despite reasonable diligence**

9 162. Plaintiff Burgess was aware of no public information offered by Defendant that
10 Honda's HFL unit was prone to a high parasitic battery drain. *See, infra* (discussing Honda's internal
11 Technical Service Bulletins on the HFL unit, unavailable to the public).

12 163. Through his service visits, as detailed above, Plaintiff Burgess acted reasonably and
13 diligently in attempting to find the cause of his electrical-related problems. Plaintiff Burgess
14 understandably and reasonably relied on the diligence of the vehicle service providers to get to the
15 'root cause' of the problem, but the service advisors never revealed to Plaintiff Burgess (and likely
16 did not know themselves due to Defendant's concealment) that the true source of the electrical issues
17 was the defective battery-draining HFL unit.

18 164. Plaintiff Burgess only discovered that he may have a cause of action when he learned
19 that the vehicle's battery-drain issues were linked to the HFL unit after having his HFL unit
20 disconnected on December 10, 2016.

21 **(d) Plaintiff's fraudulent concealment tolling allegations**

22 165. Plaintiff Burgess was not at fault for failing to discover the HFL unit as the source of
23 the vehicle's electrical issues.

24 166. Plaintiff Burgess had no actual or presumptive knowledge of facts sufficient to put
25 him on inquiry notice until after he had the dealer disconnect his HFL unit on December 10, 2016.

26 167. It was not until shortly after Plaintiff Burgess disconnected the HFL unit that he
27 learned Defendant withheld its knowledge from the public about the true source of the defect.
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(3) Plaintiff's Injury and Causation Allegations

168. Honda's unfair, unlawful and deceptive conduct in designing, manufacturing, marketing and selling vehicles equipped with the HandsFreeLink™ unit has caused Plaintiff Burgess out-of-pocket losses, future attempted repairs, loss of warranty value, and diminished value of his vehicle.

169. Honda knew about, manipulated or recklessly disregarded the fact that the HandsFreeLink™ unit could lead to vehicles that do not start reliably and electrical components which might fail while the vehicle is in operation.

170. But Honda did not disclose this defect to Plaintiff Burgess, so he purchased the vehicle with the reasonable, but mistaken, belief that the 2008 Acura RDX was merchantable and safe to operate as designed. Had Honda disclosed that the HandsFreeLink™ could lead to vehicles that fail to start at a much higher level than a reasonable consumer would expect or contain electrical components which might fail while the vehicle is in operation, Plaintiff Burgess would not have purchased the vehicle or would have paid less for it.

B. Defendant

171. Defendant American Honda Motor Company, Inc. (hereinafter "Honda" or "Defendant") is a California corporation, and is a North American subsidiary of Honda Motor Company, Ltd. Defendant is headquartered in Torrance, California, maintaining central operations and a rich history in California.

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

173. By 1991, Defendant added production to its U.S. operations and oversaw all aspects of production, including research and development, from its headquarters in California. As a center-point of Honda's global operations, Defendant made nearly \$2 Billion in capital investments in

1 California and exported hundreds of millions of dollars in vehicles and other technology from its
2 exclusive port facilities on the West Coast, at Port Hueneme, California, in 2015.

3 174. In 1986, Defendant established its first luxury name marque, Acura. By 2006,
4 Defendant established research and development facilities dedicated solely to its Class Vehicles in
5 Torrance, California with related facilities dedicated solely to the creation of “future Honda and
6 Acura automobile and mobility design concepts” in downtown Los Angeles, California.

7 175. From its headquarters in Torrance, Defendant combines product sales, service, and
8 coordinating functions for Honda in North America, and is responsible for the manufacture,
9 development, distribution, marketing, sales, and servicing of Acura-brand automobiles. The
10 decisions regarding the marketing and sale of the HandsFreeLink™ system, the development of the
11 internal Service Bulletins relating to the HandsFreeLink™ system, and decisions regarding the
12 disclosure or non-disclosure of the defect were in whole or substantial part made by Defendant in
13 California and were purposefully emanated by Defendant in California.

14 **IV. FACTUAL BACKGROUND**

15 **A. Defendant’s HandsFreeLink™ System**

16 176. Beginning with the 2004 model year Class Vehicles, Honda was one of the first car
17 companies to introduce Bluetooth® “hands-free” telephone technology, calling its “hands-free”
18 interface the HandsFreeLink™ system. With a “hands-free” interface like Defendant’s
19 HandsFreeLink™, drivers can use their phones without using their hands. Drivers “pair” a
20 smartphone with the car, allowing calls to be made using a microphone and the speakers in the car
21 and enabling the phone to receive voice commands through the car’s system to dial certain numbers
22 or places, like by saying “call home” or “call my office.”

23 177. Beyond mere luxury and convenience, a “hands-free” interface makes for safer
24 driving, allowing a driver to make calls with both hands on the wheel and eyes on the road. Indeed,
25 in many states, including California, a driver is not permitted to use a phone while driving unless
26 they are making calls “hands-free. Due to Honda’s deceptive practices several Plaintiffs have had to
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1 disable their HandsFreeLink™ thereby foreclosing on their ability to legally make phone calls or
2 play music from their phones in a legal manner while driving.

3 178. While the technology is now fairly ubiquitous, until recently, it was an important
4 selling point among luxury manufacturers and remains a key part of the premium price charged for
5 these vehicles in both the new and resale car markets.

6 179. In a 2003 press release for the new 2004 model year Class Vehicles, Honda
7 introduced its HandsFreeLink™ technology, stating that Acura was again leading the way among its
8 peers in technology, performance and safety:

9 This prestigious marque was created to bring stimulating performance,
10 elegant styling, state of the art Technology and engineering and an
11 unprecedented level of customer service to the luxury import
12 market. . . .

13 Among many of Acura's firsts: . . . The first standard Bluetooth hands-
14 free phone system

15 In addition, the . . . new HandsFreeLink™ system delivers hands-free
16 phone capabilities that allow drivers to keep their hands on the wheel
17 while making and receiving calls from their mobile phone.

18 180. Further announcing the "First North American Vehicle to Feature a Standard Hands-
19 Free Phone System" in another 2013 Press Release, Defendant went further, stating:

20 The 2004 Acura TL performance luxury sedan will feature a Bluetooth
21 hands-free phone system as standard equipment when it goes on sale in
22 October at Acura dealers nationwide. The HandsFreeLink™ system
23 enables a Bluetooth wireless connection between compatible mobile
24 phones and the TL, allowing hands-free calls to be made and received
25 from the car. With legislation pending in many states to ban the use of
26 hand-held mobile phones while driving, the HandsFreeLink system is a
27 timely addition to the TL's already considerable list of standard luxury
28 features.

29 "We think the HandsFreeLink system is the most effective, most
30 convenient hands-free vehicle phone system available," said Tom
31 Elliott, Executive Vice President, Auto Operations. "And we are
32 proud to offer it as standard equipment on all TLs."

33 181. Following these early marketing statements, Honda would repeat, time and again,
34 how the "hands-free" in the HandsFreeLink™ system embodied the luxury, convenience, and safety

1 of Class Vehicles. For example, in one of the first commercials about HandsFreeLink™, a sequence
2 of people are driving their Acuras through a variety of roads and weather patterns (sun, rain, and
3 snow) with both hands confidently on the wheel while speaking aloud commands to the car,
4 including commands to make calls home, to the office, or a restaurant to make reservations. *See*
5 https://www.youtube.com/watch?v=PxFsbnm2B_k.

6 182. Through to the present, the HandsFreeLink™ system remains one of the key features
7 emphasized by Defendant in its Acura marketing materials:

8 The [Acura] offers a formidable list of standard equipment including
9 items such as a leather trimmed interior, power moonroof, power
10 windows, leather-wrapped multi-function steering wheel with racing-
11 inspired paddle shifters, an auto-dimming rearview mirror with
12 integrated rear view camera and a tri-zone climate control system with
13 humidity control. Also included are numerous high-tech features such
14 as Bluetooth® HandsFreeLink™ wireless telephone interface, a Multi-
15 Information Display (MID) that allows access to multiple electronic
16 functions and LED backlit instrumentation.

17 *See, e.g.,* [http://hondainamerica.com/news/2012-acura-mdx-continues-to-deliver-benchmark-
18 performance-comfort-and-control/](http://hondainamerica.com/news/2012-acura-mdx-continues-to-deliver-benchmark-performance-comfort-and-control/).

19 **B. The Defective HandsFreeLink™ System Strains (and Drains) the Electric System**

20 183. Defendant, however, never publicly disclose or warn that the HandsFreeLink™
21 system “has an internal problem which creates a ‘parasitic current draw’ that continues even after the
22 car is turned off.” This parasitic drain strains the electric system, hastening failure of the battery and
23 other essential components in the electrical system, particularly the alternator. As a result of this
24 defect, owners of Class Vehicles are left with cars that do not start reliably, failed electrical
25 components requiring expensive repairs and replacements, and compromised electric components
26 that can fail even when the vehicles are in operation. In other words, this safety feature created
27 unsafe conditions for the owners, and this feature of convenience and luxury turned out to generate
28 expensive maintenance costs.

184. As Defendant admitted as early as June 29, 2005 in an internal Technical Service
Bulletin (“TSB”) (distributed only to Acura dealers) for the 2004 model year. Entitled TSB 05-20

1 “HandsFreeLink™ (HFL System Does Not Work)” there the Defendant admitted that the
2 HandsFreeLink™ system will get “locked up” in an “on” position.² Defendant stated in that Service
3 Bulletin that the HandsFreeLink™ “system staying on may cause a dead or low battery while the
4 vehicle’s ignition switch is off.” Defendant provided no special warranty coverage for replacement
5 of the HandsFreeLink™ unit and directed dealers to use the same type of HandsFreeLink™ unit for
6 replacement.

7 185. Compounding the problem is that the defect effectively eludes diagnosis. Once the
8 HandsFreeLink™ defect compromises the battery, the system can “reset,” hiding the problem until
9 the system gets stuck again. As Defendant stated in that same June 2005 Service Bulletin: “If the
10 battery’s state of charge goes low enough, or if the battery cables are removed, the system may reset,
11 causing the problem to appear intermittent.” Accordingly, the symptoms of the defect (failed
12 components in the electrical system, like batteries and alternators) are usually mistaken to be the only
13 problem—a bad battery or alternator needing replacement.

14 186. Defendant then proceeded to issue four more internal Technical Service Bulletins
15 over a span of 10 years. None of these TSBs repaired the HandsFreeLink™ defect.

16 187. On December 6, 2008, Honda issued an internal TSB entitled “TSB-08-057
17 HandsFreeLink™ (HFL) Doesn’t Work”, which was again distributed only to Acura dealers. There
18 the Defendant admitted that other more recent models had the same defect in their HandsFreeLink™
19 systems. Defendant stated that the HandsFreeLink™ “control unit has an internal problem, which
20 creates a parasitic current draw of 250mA.” One of the symptoms for the problem was that the
21 battery would be so drained that it could not start the vehicle. The corrective action was to use the
22 same type of HandsFreeLink™ for replacement.³

23 188. On July 14, 2012, Honda updated TSB-08-057. It also renamed the TSB
24 “HandsFreeLink™ (HFL) Doesn’t Work, or Battery is Too Low to Start the Engine”. Even four years
25

26 ² TSB 05-020 was superseded by a slightly modified version on September 23, 2005 which
included minor revisions such as suggestions to call the HFL support line.

27 ³ Honda issued at least two modifications to TSB-08-057. One was dated January 6, 2010 and the
28 other on March 30, 2012.

1 later, Defendant continues to admit that “the HFL control unit has an internal problem, which created
2 a parasitic current draw of 250 mA” and instructs technicians to use type of HandsFreeLink™ for
3 replacement.

4 189. The HandsFreeLink™ system does not even have to be used by an owner—ever—to
5 get stuck “on.” The defect is inherent in every HandsFreeLink™ unit that it is always operational,
6 and always draws a parasitic battery drain.

7 190. It is no surprise that modern vehicles use electronics. Cars include many components
8 that will continue to draw power from the battery even when a car is off—for example to save preset
9 radio stations, power security devices and run clocks. However, the draw for these ordinary
10 purposes is minimal, typically amounting to no more than a total trickle of 25 to 40 milliamperes
11 (mA). Such devices are, for example, short-range wireless receivers to unlock the doors. With such
12 ordinary and expected draw, a battery will last weeks or months without ever being recharged and
13 the regular life and operation of the battery and wider electrical system are not compromised. The
14 parasitic draw of 250mA created in an Acura vehicle by the defective HandsFreeLink™ system,
15 however, places upwards of ten times the drain and strain on the electric system than experienced by
16 all other devices combined.

17 **C. Consumer Harm as a Result of the Defective HandsFreeLink™ System**

18 191. The excessive and constant battery draw detailed above will drain batteries in only
19 hours or days if the vehicle is not used rather than over the typical course of weeks or months. This
20 constant strain compromises the battery, hastening the ultimate failure of the battery and other
21 essential electrical components, particularly the alternator that recharges the vehicle’s battery.
22 Because of the defect, the alternator in an Acura vehicle is pressed into extra service to compensate
23 for the compromised battery while continuing regular operation of the electrical systems when the
24 vehicle is in operation. Like the battery, the alternator will fail at an accelerated rate and may fail
25 suddenly as a result of the defect.

1 192. As detailed in all of the above-listed internal Technical Service Bulletins, the only fix
2 was a replacement of the HandsFreeLink™ systems, in total, which may or may not solve the
3 problem and still may result in the same problem later to “appear intermittent[ly].”

4 193. Compounding this problem for consumers, each time the HandsFreeLink™ system is
5 replaced, besides the inconvenience, lost time, and often unreimbursed costs, as described in the
6 Technical Service Bulletins, “[a]ll of the client’s stored phone numbers will be lost when the . . . unit
7 is replaced.” In other words, another layer of grief is added on: consumers and the class must
8 reprogram their HandsFreeLink™ system with all of their phone contacts in order for the system to
9 retain the functionality that it did prior to the battery drain.

10 194. Moreover, consumers pay a premium price for high-end features like the (defective)
11 HandsFreeLink™ system, and do so for the added promise of safety and convenience. In sum,
12 consumers are stuck with not only the inconvenience of repeat service visits but they are also stuck
13 with the bill for a laundry list of other costs, including but not limited to battery replacements,
14 alternator and starter replacements (because of the added strain on them due to constant re-charging
15 of the battery), the added cost of the HandsFreeLink™ hardware itself, and the time lost in
16 reprogramming the HandsFreeLink™ system with his/her phone contacts after each (ineffective)
17 replacement.

18 **D. Safety Hazard of a Defective HandsFreeLink™ System**

19 195. The Defect in the HandsFreeLink™ system creates a safety hazard. Compromised
20 batteries may fail to start the Class Vehicles at any time and any place whether or not the owner is far
21 from home or needs the car in the midst of an emergency. In addition, the compromised alternator
22 (which needs to compensate for the compromised) is subject to premature and sudden failure. With
23 a compromised battery and a failed alternator, the Class Vehicles can be left suddenly without any
24 electric power even when the vehicle is in use. At that time, a vehicle in operation will, stall, lose
25 power (including to power assisted features like brakes and steering), lose headlights, trigger
26 multiple warning lights on the dashboard, and/or otherwise operate poorly or erratically.

1 196. The HandsFreeLink™ system is such a crucial safety feature for these luxury vehicles
2 that Honda created a website dedicated solely to the HandsFreeLink™ feature. *See*
3 <http://handsfreelink.acura.com/Acura/en-US/US>. At the HandsFreeLink™ website, Defendant extols
4 the virtues of its HandsFreeLink™ technology and it explains that using it can prevent car
5 malfunctions by allowing for remote diagnostics, potentially avoiding dangerous on-road situations:

6 **Data Connection for AcuraLink Diagnostics**

7 Ability to connect and transmit data to the Acura Server for the purpose of AcuraLink™ communication. AcuraLink™
8 Diagnostic Info provides a deeper analysis of what caused the malfunction in any one of the many systems in your
9 vehicle.

10 This can sometimes prevent the need for an unnecessary visit to your dealer. The system can notify you via AcuraLink™
11 when you have service needs that are indicated by the remote diagnosis system. You must have a compatible phone with
12 an active Data Plan.

13 *See* <http://handsfreelink.acura.com/Acura/en-US/US/AdvancedFeatures>.

14 197. Consumers visiting the Acura website today, shopping for a new 2017 Acura, are still
15 told about the safety of the HandsFreeLink™ system: “Check in with the office without taking your
16 eyes off the road. The Bluetooth® HandsFreeLink™ system works with most Bluetooth-enabled
17 cell phones to let you initiate and receive calls using the RDX audio system.” *See*
18 [http://www.acura.com/Features.aspx?model=RDX&modelYear=2017&context=](http://www.acura.com/Features.aspx?model=RDX&modelYear=2017&context=Interior#~pKriC7t592dI0j)
19 [Interior#~pKriC7t592dI0j](http://www.acura.com/Features.aspx?model=RDX&modelYear=2017&context=Interior#~pKriC7t592dI0j).

20 **E. Complaints to the National Highway Traffic Safety Administration Confirm the Safety**
21 **Dangers of the Defective HandsFreeLink™ System**

22 198. Complaints to the National Highway Transportation Safety Administration
23 (“NHTSA”) confirm that the defect in the HandsFreeLink™ system creates a safety hazard for
24 drivers. For example:

25 WHILE DRIVING 65 MPH, THE VEHICLE [A 2007 ACURA TL]
26 STALLED AND ALL OF THE WARNING LAMPS
27 ILLUMINATED. THE VEHICLE WAS TOWED TO THE
28 DEALER. THE TECHNICIAN DIAGNOSED THAT THE HANDS
29 FREE LINK FAILED, CAUSING THE BATTERY TO DRAIN. AS
30 A RESULT, THE ALTERNATOR AND HANDS FREE LINK
31 NEEDED TO BE REPLACED. THE MANUFACTURER WAS
32 MADE AWARE OF THE FAILURE. . . .

33 THE HANDS FREE LINK SYSTEM IN THE 2004-2008 ACURA TL
34 IS CREATING A DRAIN ON THE BATTERY RESULTING IN

1 COMPLETE ELECTRICAL FAILURE OF THE AUTOMOBILE.
2 THE INCIDENCE OF FAILURE IS MOST COMMON
3 IMMEDIATELY AFTER PERIODS OF AT LEAST 10 HOURS OF
4 NON-USE OR SHORTLY AFTER STARTING. AS A RESULT
5 FROM [sic] THIS ISSUE I EXPERIENCED THIS ELECTRICAL
6 PROBLEM FOR THE PAST YEAR, FROM GOING THROUGH
7 MULTIPLE BATTERIES AND BEING IN THE UNSAFE
8 SITUATION OF MY ACURA TL LOSING ITS POWER IN A VERY
9 BUSY INTERSECTION. THIS PROBLEM HAS BEEN REPORTED
10 EXTENSIVELY ON MULTIPLE ACURA OWNER'S
11 WEBSITES/BLOGS AND HAS BEEN CONFIRMED BY THE
12 LOCAL DEALERSHIP. GIVEN THE POSSIBILITY OF IN-USE
13 ELECTRICAL FAILURE, A RECALL SHOULD BE ISSUED. ARE
14 WE WAITING FOR SOMEONE TO BE KILLED OR SERIOUSLY
15 INJURED BEFORE A RECALL IS REALLY ISSUED?

16 WHEN I STARTED THE VEHICLE [2006 ACURA TL], IT HAD A
17 MOANING SOUND. I CONTUNUED DRIVING AND THE
18 BATTERY LIGHT, AIRBAG LIGHT, CSV LIGHT, ALL CAME ON
19 JUST BEFORE THE DASH LIGHTS FLICKERED ON AND OFF,
20 THEN TOTALLY WENT OUT AND THE CAR ENGINE SHUT
21 OFF. WHEN I TREID TO JUMPSTART THE CAR, THE CAR
22 STARTED AFTER A FEW MINUTES BUT WHEN THE JUMPER
23 CABLES WERE REMOVED, THE CAR INSTANTLY SHUT
24 DOWN. THE CAR WAS IN THE MIDDLE OF THE ROAD AND
25 HAD TO BE TOWED TO MY HOUSE. THREE MONTHS AGO,
26 THE CAR WOULD NOT START. I GOT IT JUMPSTARTED AND
27 IT RAN PERFECTLY UNTIL THE ABOVE INCIDENT
28 OCCURRED. THIS IS THE THIRD BATTERY THIS CAR HAS
HAD. . . .

SEVERAL TIMES, THE ELECTRICAL SYSTEM SHUTS OFF
WHILE DRIVING. I WAS LUCKY TO BE IN THE
NEIGHBORHOOD AND NOT ON A HIGHWAY. THE DEALER
STATED THERE IS A PROBLEM WITH THE BLUETOOTH [THE
HANDSFREELINK™ SYSTEM] . . . THIS IS THE SECOND TIME
THIS HAS OCCURRED. THE FIRST TIME IT HAPPENED, THE
BLUETOOTH WAS UNDER ACURA WARRANTY AND THE
DEALER SUGGESTED WE DISCONNECT IT TO AVOID THE
SAME ISSUE HAPPENING AGAIN. BUT THAT IS THE REASON
I HAD BOUGHT THE CAR [2007 ACURA MDX] IN 2007. IT HAD
AN INTEGRATED BLUETOOTH. THE TIMES THE CAR [SHUT]
OFF WHILE DRIVING LUCKILY WAS AT A TRAFFIC LIGHT
AND IN OUR NEIGHBORHOOD. I JUST HOPE THAT IT DOES
NOT HAPPEN WHILE WE ARE ON THE HIGHWAY. . . .

RELATED TO THE HANDS FREE LINK WHICH HASN'T
WORKED IN TWO YEARS. I HAVE REPLACED THE BATTERY

1 SEVERAL TIMES (ONCE TWICE ONE WEEK, UNDER
2 WARRANTY). I REPLACED THE BATTERY A WEEK AGO AND
3 ASK THEM TO PLEASE RESET THE HANDS FREE LINK . . .
4 .AND MY CAR [ACURA MDX] NAV FLICKERS NOW. TWO
5 DAYS AGO THE CAR MOMENTARILY LOST POWER WHILE I
6 WAS DRIVING IN TOWN!!!! I WAS FORTUNATE TO BO ON
7 [A] STREET WITH 35MPH SPEED LIMIT AND NO OTHER
8 CARS. IT WAS TERRIFYING.

9 199. Other complaints to NHTSA and elsewhere from owners of Class Vehicles confirm,
10 time and again, the existence of the defect:

11 IF THE CAR PARKED FOR 2 OR MORE DAYS IT WILL NOT
12 START. THERE IS DRAIN IN THE SYSTEM. APPARENTLY THIS
13 IS VERY COMMON PROBLEM WITH ACURA. DEALER SAID
14 THAT HE COULD TRY TO DISCONNECT BLUETOOTH
15 (HANDSFREE LINK) FOR \$150-200. MY FAMILY WAS STUCK
16 IN COLD WINTER NIGHTS IN THE PARKING LOT WITH NO
17 PEOPLE, WHICH WAS NOT PLEASANT. I THINK ACURA
18 SHOULD HAVE A RECALL AND DISCONNECT OR REPLACE
19 DEFECTIVE UNITS FOR FREE. WE REPLACED BATTERY A
20 COUPLE OF TIMES WITHOUT ANY AFFECT.

21 CAR CONSTANTLY LOSES POWER OR GET WARNING LIGHT
22 STATING I NEED TO CHECK MY STARTING SYSTEM. HAVE
23 REPLACED THE BATTERY 3 TIMES THIS YEAR, REPLACED
24 THE ALTERNATOR TWICE AND HAVE REPLACED THE
25 STARTER ONCE. SOMETIMES CAR DOES NOT LOSE POWER
26 ALL THE WAY, BUT WILL LOSE FUNCTIONALITY OF
27 WINDOWS, TURN SIGNALS, WINDSHIELD WIPERS, RADIO,
28 AC AND ANY OTHER FUNCTION ALTHOUGH CAR WILL
STILL DRIVE. INSIDE THE ARM REST IS USUALLY
EXTREMELY HOT WHEN THIS HAPPENS. SO HOT THAT IT
BURNS YOUR HAND TO THE TOUCH. AFTER READING OVER
20 COMPLAINTS ON THIS SAME TYPE OF ISSUE, IT SEEMS
TO BE CAUSED BY THE HANDSFREE LINK IN THE CAR,
WHICH I HAVE NOT BEEN ABLE TO USE BECAUSE IT
STOPPED WORKING COMPLETELY BACK IN MARCH 2014.
THIS ISSUE NEEDS TO BE RECALLED BEFORE SOMEONE IS
SERIOUSLY INJURED OR WORSE!

BATTERY IN OUR 2007 ACURA MDX HAS HAD TO BE
REPLACED 3 TIMES IN THE PAST COUPLE OF MONTHS!
TURNS OUT THAT THE HANDSFREE LINK MODULE WAS
DRAINING THE BATTERY AND CAUSING IT HAVING TO BE
REPLACED NUMEROUS TIMES. THIS COULD CAUSE A FIRE
WHICH CAN POSE AS A DEADLY RESULT ESPECIALLY IF

1 THE CAR IS PARKED INSIDE OF A GARAGE. THIS NEEDS TO
2 BE REPLACED BY ACURA FREE OF CHARGE ASAP! I
3 DISCONNECTED IT RATHER THAN REPLACING IT AFTER
4 READING THE NUMEROUS COMPLAINTS ON THIS MATTER!
5 *JS

6 VEHICLE'S BATTERY DRAINED WHILE SITTING FOR 2
7 WEEKS WITHOUT DRIVING IT. TOWED TO DEALER. DEALER
8 DIAGNOSED A BATTERY DRAIN COMING FROM THE
9 HANDSFREE LINK UNIT. PART WAS \$350+. DEALER
10 EXPLAINED THAT THE LABOR WAS \$150+ WHETHER THEY
11 DEACTIVATED THE FAULTY UNIT OR WHETHER THEY
12 REPLACED IT WITH A NEW UNIT. I OPTED FOR THE NEW
13 UNIT. TOTAL BILL WAS -\$800 WHICH INCLUDED
14 LUDICROUS "DEALER-COMPLIANT" TOWING COMPANY.
15 DEALER ALSO REPLACED BATTERY AT THIS TIME (UNDER
16 WARRANTY BECAUSE I'D HAD A SIMILAR PROBLEM 4
17 MONTHS EARLIER - HOWEVER IT WAS NOT DIAGNOSED AT
18 THAT TIME AS HFL UNIT). CAR SAT AGAIN FOR 1 WEEK.
19 BRAND NEW BATTERY IS NOW COMPLETELY DEAD AGAIN.
20 *TR

21 BATTERY IN OUR 2007 ACURA MDX HAS HAD TO BE
22 REPLACED 3 TIMES IN THE PAST COUPLE OF MONTHS!
23 TURNS OUT THAT THE HANDSFREE LINK MODULE WAS
24 DRAINING THE BATTERY AND CAUSING IT HAVING TO BE
25 REPLACED NUMEROUS TIMES. THIS COULD CAUSE A FIRE
26 WHICH CAN POSE AS A DEADLY RESULT ESPECIALLY IF
27 THE CAR IS PARKED INSIDE OF A GARAGE. THIS NEEDS TO
28 BE REPLACED BY ACURA FREE OF CHARGE ASAP! *TR

BATTERY WAS FOUND TO BE COMPLETELY DRAINED ON A
FEW OCCASIONS AFTER SITTING OFF OVERNIGHT. AFTER
EXAMINING POSSIBLE CULPRITS WHEN THE BATTER WAS
FOUND DRAINED IT WAS FOUND THAT THE HANDSFREE
MODULE LOCATED IN THE REAR OF THE CENTER CONSOLE
WAS HOT TO THE TOUCH. AFTER REMOVING THE MODULE
COMPLETELY AND RECHARGING THE BATTERY THIS
INCIDENT OF BATTERY DRAINAGE HAS NOT OCCURRED IN
3 MONTHS. THE HANDSFREE MODULE THAT OPERATES THE
BLUETOOTH AND HANDFREE FUNCTIONS OF THE CAR IS
DEFECTIVE TO THE POINT THAT IT PULLS A CONSTANT
LOAD FROM THE BATTERY EVEN WHEN THE CAR IS SHUT
OFF AND KEYS ARE NOT IN THE IGNITION. SEARCHING THE
INTERNET FINDS MANY OTHER OWNERS OF THE SAME
MODEL TO HAVE THE SAME PROBLEM. THIS MODULE
SHOULD BE REPLACED BY THE MANUFACTURER FREE OF
CHARGE BECAUSE IT CAN LEAD TO A DEAD BATTERY

1 WITH NO WAY TO START THE CAR, AS WELL AS POSSIBLE
2 FIRE FROM THE AMOUNT OF HEAT BUILT UP IN THE
3 FAULTY MODULE. *TR

4 MY BATTERY FAILED FOR THE SECOND TIME IN A COUPLE
5 OF MONTHS AND REQUIRED A JUMP IN ORDER FOR THE
6 CAR TO START. I TOOK IT TO AN ACURA DEALERSHIP
7 WHERE THEY DETERMINED THAT THE HANDSFREE LINK
8 SYSTEM WAS ELECTRICALLY FAULTY AND WAS STAYING
9 ON CONTINUOUSLY, WHETHER THE CAR WAS RUNNING OR
10 NOT. HENCE, THERE WAS A CONSTANT DRAW ON THE
11 BATTERY. TO (HOPEFULLY) RESOLVE THE PROBLEM, I HAD
12 THE DEALERSHIP REPLACE THE BATTERY AND THE
13 HANDSFREE LINK SYSTEM. *TR

14 HFL ON MY 2006 MDX STOPPED WORKING A WHILE BACK.
15 WHEN YOU PRESS THE TALK SWITCH, NOTHING HAPPENS.
16 OCCASIONALLY, IT COMES ON, BUT NOT OPERATIONAL.
17 WHAT I MEAN IS IT PROMPTS AND I CAN GO THROUGH THE
18 MAIN MENU. BUT WHEN I TRY TO PAIR MY PHONE IT GOES
19 INTO A NEVER ENDING SCANNING LOOP. IT DOESN'T
20 APPEAR THAT ANY HANDSHAKING WITH THE PHONE IS
21 ESTABLISHED. THIS SAME PHONE WORKS FINE WITH
22 BLUETOOTH IN MY OTHER CAR AND OTHER DEVICES. SO,
23 IT'S NOT THE PHONE. FOR ALMOST AN YEAR, THE BATTERY
24 ON THE MDX KEEP DRAINING AND I WOULD REQUIRE A
25 JUMP START IF I DON'T USE IT FOR 2-3 DAYS. IT LOOKS LIKE
26 THE FAULTY BLUETOOTH HFL IS CAUSING THE BATTERY
27 DRAIN. MANY PEOPLE OUT THERE HAVE THE SAME
28 PROBLEM, NOT ONLY WITH 2006 ACURA MDX, BUT ALSO
WITH SOME DIFFERENT ACURA MODELS.

PARASITIC BATTERY DRAIN. BATTERY (5 MO OLD)--NO
BLUETOOTH. BATTERY TESTED BY SHOP-OK. ACURA LINK
SITE SAID SINCE 2005, ACURA HFL (HANDS FREE LINK)
MODULE DEFECTIVE, CAUSING A SHORT IN SYSTEM, THUS
DRAINING THE BATTERY. THERE IS ALSO A SERVICE
BULLETIN FOR THIS ISSUE. TO ME, THIS IS NOT ONLY A
SAFETY HAZARD (DEAD BATTERY) BUT A RECALL ITEM (IT
HAS BEEN ONGOING PROBLEM THAT HASN'T BEEN FIXED).
THE MODULE IS LOCATED IN THE ROOF, WHICH SEES
EXTREME TEMPERATURES. THE DEALER KNOWS ABOUT
THIS PROBLEM AND CHARGES \$700-\$900 TO REPLACE THE
MODULE. THE MODULE GOES FROM \$285 TO \$200 ON-LINE
AND THE DESIGN HAS NOT CHANGED (JOHNSON
CONTROLS). THE TIME IT TAKES TO R&R THE MODULE
(UNPLUG AND PLUG IN) IS 10MIN. I ORDERED THE PART
AND INSTALLED MYSELF. PLEASE REVIEW THIS AS A

1 RECALL FOR ALL THE ACURA OWNERS WHO PAID
2 ABSORBENT COSTS TO HAVE IT REPLACED BY THE DEALER
3 AND THOSE OF US INCONVENIENCED WITH OUT OF
4 POCKET \$, DEAD BATTERY AND NO BLUETOOTH. I PAID A
5 BUNDLE FOR THE CAR ORIGINALLY BECAUSE IT WAS
6 GOING TO BE THE LAST CAR I WAS EVER GOING TO BUY.
7 NOW I AM SELLING THE CAR TO PREVENT THE NEXT
8 COSTLY REPAIR.

9 AFTER BEING PARKED FOR ABOUT 2 WEEKS THE BATTERY
10 STARTED FINE. I DROVE 10 MILES, TURNED OFF THE CAR
11 FOR 1 HOUR, TRIED TO START THE CAR AGAIN AND THE
12 ENGINE WOULD NOT TURN OVER. THE INSIDE LIGHTS
13 WERE ON BUT THE HEADLIGHTS WERE DIM. AFTER TRYING
14 TO START THE CAR SEVERAL TIMES BOTH THE INSIDE
15 LIGHTS AND THE HEADLIGHTS WERE COMPLETELY OUT. I
16 HAD TO CALL AAA FOR A JUMP BECAUSE THE BATTERY
17 WAS DEAD. I THOUGHT THIS WAS ODD BUT THEN I
18 REMEMBERED A FRIEND OF MINE HAS A 2008 TL AND HE
19 HAS TO JUMP HIS BATTERY WEEKLY. SO I DID AN
20 INTERNET SEARCH AND LEARNED THAT THOUSANDS OF
21 ACURA OWNERS ARE HAVING THE SAME PROBLEM AND
22 MOST ATTRIBUTE THE PROBLEM TO THE HANDS FREE LINK
23 SYSTEMS (HFL). SO I CALLED ACURA AND THEY
24 CONFIRMED THAT THE CAUSE IS MOST LIKELY DUE TO
25 HANDS FREE LINK SYSTEM. WHY HASN'T THIS BEEN A
26 RECALL? IS ACURA WAITING FOR SOME TO DIE FIRST? THIS
27 IS SAFETY ISSUE AND A RACKET! THE DEALER CHARGES
28 NEARLY \$200 TO DIAGNOSE THE PROBLEM AND SEVERAL
HUNDRED MORE DOLLARS TO FIX IT. A RECALL IS
WARRANTED!!!

19 MY CAR SAT AT AIRPORT FOR APPROXIMATELY A WEEK
20 AND WOULD NOT START UPON RETURN. GOT A JUMP AND
21 WAS OK FOR ABOUT A WEEK WHEN AGAIN IT WOULD NOT
22 START AFTER SITTING IN THE GARAGE FOR 3 DAYS. I TOOK
23 THE BATTERY TO THE STORE FOR A REPLACEMENT. HE
24 TESTED THIS 2 YEAR OLD BATTERY AND IT WAS PERFECT. I
25 WENT ON-LINE TO SEARCH FOR THIS PROBLEM AND THE
26 YEARS 2004 THROUGH 2007 HAVE A LARGE NUMBER OF
27 INCIDENCES EXACTLY LIKE MINE. THE PROBLEM THAT
28 THE ON-LINE AUDIENCE HAS FOUND IS THAT OVER TIME A
PARTIAL SHORT CIRCUIT IN THE HFL (HANDS FREE LINK)
MODULE APPEARS. THIS IS CLEARLY A LATENT DEFECT IN
THIS MODULE. I WROTE TO ACURA CUSTOMER SERVICE
AND THEIR RESPONSE DID NOT ADDRESS THE SPECIFIC
PROBLEM. I GOT A "COOK- BOOK" RESPONSE THAT I

1 SHOULD BRING IT TO THE DEALER FOR THEM TO CHECK IT
2 OUT. IS THERE ANYTHING YOU CAN DO REGARDING SUCH
LATENT DEFECTS FOR OUT-OF-WARRANTY VEHICLES?

3 BATTERY FAILURE AFTER 18 MONTHS/17,000 MILES. WAS
4 ADVISED BY SERVICE DEPT. REPRESENTATIVE THAT CAR'S
5 BLUETOOTH FEATURE ACTS AS A "VAMPIRE" DRAIN ON
6 THE BATTERY EVEN WHEN THE ENGINE IS OFF. SAID IT'S A
KNOWN PROBLEM WITH 2005 AND 2006 MODELS.

7 THE HANDSFREE LINK (BLUETOOTH) MODULE FAILED. I'VE
8 READ THAT THIS IS A COMMON OCCURRENCE FROM THE
9 WEBSITE I BELONG TO ACURAZINE.COM (A WEBSITE FOR
10 ACURA OWNERS/ENTHUSIASTS). I CONSIDER IT A SAFETY
11 ISSUE SINCE IT ALLOWS YOU TO USE YOUR CELLPHONE
12 WHILE DRIVING WITHOUT HAVING TO USE YOUR
13 HANDSET. THE CAR'S STEREO SPEAKER SYSTEM AND A
14 BUILT-IN MICROPHONE ALLOWS YOU TO CONDUCT A
15 PHONE CALL. I HAVE READ IT IS A POOR DESIGN CHOICE
16 ON ACURA'S PART PLACING THE BLUETOOTH MODULE IN
17 THE CAR CEILING NEAR THE ROOF. SITTING IN THE SUN,
THE MODULE "FRIES" AND EVENTUALLY FAILS. ACURA
REFUSES TO DO ANYTHING ABOUT IT STATING THAT IT IS
OUT OF WARRANTY. THEY WANT TO CHARGE \$110 JUST TO
DIAGNOSE IT AND OVER \$700 TO INSTALL A NEW DEVICE. I
HOPE ACURA OWNERS COMPLAIN AND WRITE LETTERS TO
ACURA ABOUT THIS ISSUE. I FEEL A SAFETY RECALL
SHOULD BE ISSUED AND PERHAPS EVEN RELOCATING THE
MODULE OUT OF THE HEAT FROM THE SUN.

18 MY CAR BATTERY KEPT DYING EVERY 3 MONTHS, I EVEN
19 GOT A NEW BATTERY AND MY CAR WAS STILL DYING. I
20 WAS STRANDED AT THE BANK IN A PARKING LOT, MY
21 DRIVEWAY, AND AT WORK. AFTER IT DIED AGAIN AND
22 WOULDN'T START WITH A NEW BATTERY I CALLED THE
23 DEALERSHIP. THEY STATED IT IS MY BLUE TOOTH, WHICH
24 HADN'T BEEN WORKING, THAT IS DRAINING MY BATTERY
25 AND THEY HAVE SEEN IT IN MY MODEL AND YEAR. I HAD
26 TO PAY \$100 TO HAVE IT DISCONNECTED AND THEY WANT
27 TO CHARGE ME \$400 TO HAVE IT REPLACED. I REPLACED IT
28 AND NOW THEY WONT REIMBURSE ME. THIS SHOULD BE A
RECALL AND IT IS A SAFETY ISSUE BEING STRANDED WITH
YOUR CAR NOT STARTING. I HAVE A BABY THAT IS NOT OK
WITH ME TO WONDER IF MY CAR WILL START. PLEASE
HELP ACURA NEEDS TO BE ACCOUNTABLE FOR THIS
FAULTY PART AND THE SAFETY OF PEOPLE DRIVING THEIR
CARS.

1 THE HANDS FREE LINK SYSTEM IN MY 2006 ACURA TL IS
2 CREATING A DRAIN ON THE BATTERY RESULTING IN
3 COMPLETE ELECTRICAL FAILURE OF THE AUTOMOBILE.
4 THE INCIDENCE OF FAILURE IS MOST COMMON
5 IMMEDIATELY AFTER PERIODS OF AT LEAST 10 HOURS OF
6 NON-USE OR SHORTLY AFTER STARTING. IF NOT FOR AAA,
7 I WOULD HAVE BEEN LEFT STRANDED 300 MILES AWAY
8 FROM MY HOME.. I HAVE REPLACED 2 BATTERIES
9 THINKING THAT WAS THE CAUSE WITHIN THE LAST 3
10 YEARS. SOMETHING NEEDS TO BE DONE! RECALL!!!

11 THE HANDS FREE LINK SYSTEM THAT USES BLUETOOTH TO
12 CONNECT TO YOUR CELLULAR PHONE IS DEFECTIVE. IT
13 KILLS THE CAR BATTERY, ALWAYS DRAWING CURRENT
14 FROM THE BATTERY EVEN WHEN THE CAR IS PARKED AND
15 NOT RUNNING. HAD BATTERY REPLACED ALL READY.
16 MANUFACTURER SUGGESTED REPAIR IS TO DISCONNECT
17 THE HANDS FREE LINK FROM THE VEHICLE. I FEEL THIS IS
18 UNSAFE . IT WOULD CAUSE PEOPLE TO USE THERE CELL
19 PHONES WITHOUT THE HANDS FREE FEATURE WHILE
20 DRIVING, WHICH IN TURN COULD CAUSE AN ACCIDENT. SO
21 THIS IS A MAJOR SAFETY ISSUE AND I FEEL ACURA
22 SHOULD RESOLVE THE PROBLEM. I HAVE RESEARCHED
23 THIS ISSUE AND HAVE FOUND THAT THIS PROBLEM IS
24 WIDESPREAD THROUGHOUT AT LEAST TWO MODELS OF
25 ACURA (ACURA MDX AND ACURA TL), AND
26 APPROXIMATELY YEARS 2004 THROUGH 2008.

27 BATTERY KEPT GOING DEAD AND STRANDING ME IN
28 MULTIPLE PLACES. HAD TO PURCHASE A PORTABLE CAR
STARTER IN ORDER TO KEEP RESTARTING THE CAR.
COULDN'T FIND ANY OFFICIAL REASONS BEHIND IT FROM
ANY ACURA SOURCES. AFTER SOME INTERNET SEARCHING
I FOUND OUT THAT THE HFL BLUETOOTH MODULE WAS
CAUSING A BATTERY DRAIN FOR MANY OTHER OWNERS.
SOLUTION WAS TO REMOVE THE MODULE. AFTER THAT
THE PROBLEM WENT AWAY. WAS STRANDED MULTIPLE
TIMES -- VERY UNSAFE!! ALSO HAD TO PURCHASE CAR
STARTER AND NEW BATTERY! ACURA DEALERS REFUSED
TO PAY FOR THE NEW HFL REPLACEMENT. THIS IS A
SAFETY ISSUE THAT HAS AFFECTED MANY DRIVERS.
COULD BE VERY DANGEROUS.

I HAVE THE SAME CAR AND MY HFL [HANDSFREELINK]
WENT OUT ABOUT 2 WEEKS AGO. I HAVE LEARNED QUITE
A BIT IN THE PAST FEW DAYS. THIS IS DEFINITELY A BIG
PROBLEM. THE REPAIR PLACE I TALKED TO TOLD ME THAT
THE SUPPLIER HAS AT LEAST 3 IN STOCK. IF SUPPLIERS

1 ARE CARRYING EXPENSIVE ITEMS LIKE THE HFL THEN
2 THEY EXPECT TO BE SELLING ABOUT 1 PER WEEK. HE HAS
3 REPLACED MANY OF THEM AND FEELS HONDA SHOULD BE
4 REPLACING THEM AT NO COST GIVEN HOW MANY HE HAS
HAD TO REPLACE. HE ALSO SAID COUNSELED AGAINST
BUYING A USED ONE -- FOR OBVIOUS REASONS.

5 BE CAREFUL ABOUT AN ANCILLARY PROBLEM--
6 YESTERDAY MY CAR WOULDN'T START. I WAS TOLD BY
7 THE ACURA DEALER AND THE 3RD PARTY REPAIR
8 FACILITY THAT THE BROKEN UNITS DRAIN YOUR
9 BATTERY. YOU HAVE NOT CHOICE BUT TO SHELL OUT THE
\$700-\$800 -- SAME COST WHETHER YOU HAVE THE NAVI OR
NOT. I ASKED IF THEY COULD JUST DISCONNECT IT AND
THE DEALER SAID NO, THEY WERE NOT ALLOWED TO.

10 IN MY OPINION, THIS IS A RECALL ITEM BUT WILL THEY
11 RECALL SOMETHING THAT IS NOT A "SAFETY" ISSUE? IF
12 NOT, FROM WHAT I'VE HEARD AND WHAT I'VE JUST READ,
THIS SEEMS TO BE A CLASS ACTION ISSUE.

13 LOOKS LIKE I AM JOINING THE CLUB.... THE HFL ON MY
14 2006 DIED ON ME THIS WEEK AS WELL. AND THIS MORNING
15 MY BATTERY WAS DEAD SO I THINK I AM EXPERIENCING
16 THE DISCHARGE ISSUE FROM THE BAD MODULE.

17 I GOING TO TRY TO UNPLUG THE MODULE THIS WEEKEND
18 TO SEE IF THAT HELPS. NO WAY I AM PUTTING OUT THE \$\$\$
19 TO ACURA FOR A NEW MODULE!

20 I HAVE BEEN HAVING PROBLEMS WITH MY HFL FOR A
21 COUPLE MONTHS AND HAVE JUST BEEN MAKING DUE
22 WITHOUT IT. HOWEVER NOW, MY BATTERY KEEPS DYING
23 BECAUSE APPARENTLY THE HFL IS DRAINING IT.

24 I TOOK THE CAR INTO MY LOCAL ACURA DEALER (ACURA
25 OF PLEASANTON, CA) AND THEY WANT \$150 JUST TO
26 DIAGNOSE IT AND ANOTHER \$500 IF IT NEEDS
27 REPLACEMENT. COULD YOU SEND ME WHATEVER
28 INFORMATION YOU WERE ABLE TO GATHER? ALSO DID
YOU JUST REPLACE THE MODULE YOURSELF OR DID YOU
HAVE THE DEALERSHIP TAKE CARE OF IT FOR YOU?

THANKS FOR THE HELP!

MY 2005 ACURA TL WOULD NOT START THIS MORNING. I
REPLACED THE BATTERY IN JULY. WHEN TRYING TO
START THE CAR, I HAD LIGHTS BUT THE BATTERY WOULD

1 NOT TURN OVER THE MOTOR. AFTER JUMPING THE
2 BATTERY, THE CAR STARTED. READING ALL OF THESE
3 BLOGS I SUSPECT AN HFL ISSUE. MY HFL STOPPED
4 WORKING IN APRIL AND I DID NOT THINK ABOUT HAVING
5 IT FIXED. AFTER READING THESE BLOGS, IT MAKES SENSE.
6 ALSO, I NOTICED THAT THERE IS SOMETHING IN THE
7 ELECTRICAL SYSTEM THAT IS DRAWING ENERGY FROM
8 THE BATTERY WHILE THE CAR IS NOT ON. THE ACURA
9 STEALERSHIP WANTS \$120 AN HOUR TO DIAGNOSE AN
10 ELECTRICAL PROBLEM AND SAY IT WILL TAKE 2-3 HOURS
11 TO DIAGNOSE. I HAVE READ THE BLOGS AND FOUND THE
12 SERVICE BULLETIN AS WELL AS REPLACEMENT HFL.

13 I'VE HAD NO PROBLEMS WITH THE HFL, UNTIL RECENTLY...
14 TOOK IT TO MY REGULAR SERVICE GUY, AFTER MY
15 BATTERY WOULD DRAIN WHEN SITTING FOR A VERY
16 SHORT PERIOD OF TIME. BATTERY IS BRAND NEW, AND
17 THE CHARGING SYSTEM IS WORKING PROPERLY. THERE IS,
18 HOWEVER, BETWEEN A 2.5 AND 5 AMP DRAW ON THE
19 BATTERY WHEN IT SITS. THEY'VE TRACKED IT BACK TO
20 WHAT THEY THINK IS THE HFL.

21 MY BLUETOOTH STOPPED OPERATING ON MY ACURA TL
22 05, UNAWARE SINCE I DIDN'T USE IT FOR MY LAST PHONE I
23 PURCHASED...A COUPLE OF MONTHS AGO MY CAR
24 BATTERY DIED A FEW TIMES AND LEFT ME STRANDED THE
25 FEW TIMES LONG STORY SHORT CALLED MY ACURA
26 DEALERSHIP WHOM I'VE BEEN A LOYAL CUSTOMER FOR
27 5YRS TOLD ME IT WAS THE BLUETOOTH CAUSING A
28 PARASITIC DRAW ON MY BATTERY AND THAT THEY
WOULD DISCONNECT IT FOR FREE (SINCE I DIDN'T HAVE
\$550 TO REPLACE BLUETOOTH MODULE)...AFTER A COUPLE
OF WEEKS BATTERY KEPT DYING WENT BACK TO ACURA
AND THEY DID A PARASITIC TEST (\$135.00) AND TOLD ME
THAT IT SEEMS I NEED A NEW MULTIPLEX UNIT \$950+ TO
REPLACE AND THAT MAYBE THAT'LL SOLVE MY
PROBLEM... I REFUSED AND WENT FOR A SECOND OPINION.
LOW AND BEHOLD THE EINSTEIN AT ACURA THAT WAS
SUPPOSED TO HAVE DISCONNECTED THE BLUETOOTH
DIDN'T UNPLUG IT CORRECTLY (UNKNOWINGLY OR
KNOWINGLY) AND DISCONNECTED MY MAP LIGHTS
INSTEAD SINCE ITS HOUSED IN THE SAME COMPARTMENT
...EITHER WAY I FEEL THAT THEY WERE TAKING
ADVANTAGE OF ME AND WENT PARASITIC IN MY POCKET
FOR MORE (\$)...MY SECOND OPINION UNPLUGGED THE HFL
MODULE AND HAVEN'T HAD A PROBLEM SINCE..BE
CAREFUL PEOPLE DO YOUR RESEARCH FIRST...YOU CAN

1 BUY THE PART AND DO IT YOURSELF IF YOU FOLLOW THE
2 ACURA BULLETIN 05-020 OR JUST UNPLUG THE
3 BLUETOOTH AND THE DRAW WILL GO AWAY IF YOU DON'T
4 WANT TO REPLACE IT...I'M GOING AFTER ACURA FOR MY
5 PARASITIC DRAW TEST FEE, SINCE ALL ALONG THEY WERE
6 LYING TO ME, AT THIS POINT AND AFTER MANY
7 STRANDED NIGHTS THEY SHOULD HAD REPLACED IT FOR
8 FREE!

9 MY 2006 ACURA TL HAS STARTED DOING THE EXACT SAME
10 THING. FIRST THE HANDSFREELINK STOPPED WORKING
11 COMPLETELY. DON'T EVEN GET A RESPONSE WHEN I PUSH
12 THE BUTTON. THEN LAST WEEK MY BATTERY WENT
13 COMPLETE DEAD AS A DOORNAIL. AFTER SEEING YOUR
14 POST, I AM WONDERING IF THE 2 ARE RELATED. DO YOU
15 BY ANY CHANCE REMEMBER THE EXACT NAME OF THE
16 PART THAT YOU REPLACED AND WHAT WEBSITE YOU
17 BOUGHT IT FROM? I WOULD HAVE TO REPLACE IT MYSELF
18 ALSO BUT AM ENCOURAGED THAT YOU WERE ABLE TO DO
19 IT.

20 I HAVE A 2008 ACURA TL TYPE S 49,000 KM. THIS MONDAY
21 NOV 19 THE HANDS-FREE LINK STOP WORKING (BOOTING
22 UP MESSAGE ON THE SCREEN). I REMOVED FUSE NUMBER 7
23 AND 10 AND THE HANDSFREE WORKS FOR 10 MINUTE AND
24 DIED AGAIN. I CALLED ACURA OFFICE AND THEY TOLD ME
25 THERE IS NO RECALL ABOUT THIS ISSUE BECAUSE IT IS
26 NOT A SAFETY ISSUE. THEY TOLD ME TO TAKE IT TO THE
27 DEALER. LAST YEAR THE HFL DRAINS MY BATTERY AND I
28 HAVE TO PAY.

I HAVE 08TL. I HAD IT'S FOURTH BATTERY INSTALLED IN
NOV.,2012. IT HAS JUST GONE DEAD. WHEN I TALKED TO
AUTO-ZONE ABOUT REPLACING IT, THEY SAID TO HAVE
THE ALTERNATOR CHECKED EVEN THO ITS NUMBERS
WERE IN THE NORMAL RANGE. WHEN I TALKED TO THE
SERVICE MANAGER AT MY ACURA DEALERSHIP. WITHOUT
HESITATION HE SAID BRING IT IN. HE DISCONNECTED THE
BLUETOOTH CONNECTION AND SAID I SHOULD. HAVE NO
MORE BATTERY PROBLEMS. BUT NO BLUETOOTH. HE SAID
WE WOULD DISCUSS THE OPTIONS LATER. IF YOURS WAS A
PREOWNED CAR THEY MAY HAVE DISCONNECTED THE
BLUETOOTH.

SO, MY WIFE HAS A 2007 TL. WE HAVENT HAD ANY MAJOR
MAINTENANCE ISSUES WITH THE CAR, ONLY THE NORMAL
ROUTINE OIL, TIRES. ABOUT 2 YEARS AGO WE HAD THE
BATTERY REPLACED UNDER THE WARRANTY. TODAY THE

1 BATTERY IS SLUGGISH TURNING THE VEHICLE ON, SO I
2 TAKE IT OVER TO ACURA AND THEY TELL ME I NEED A
3 NEW BATTERY, BUT NOW THIS ONE IS NOT UNDER
4 WARRANTY. ANYWAY... A COUPLE DAYS AGO MY WIFES
5 BLUETOOTH STOPPED WORKING ON HER TL. I DECIDED TO
6 SEE IF THERE WAS ANYTHING ONLINE TO SHOW HOW TO
7 FIX IT, FINDING THESE POSTS. I READ A LOT OF POSTS
8 ABOUT DISCONNECTING THE BLUETOOTH TO NOT HAVE
9 ANY BATTERY ISSUES. MY QUESTION IS, IF ITS NOT
10 WORKING NOW, DOES THAT MEAN ITS ALREADY
11 DISCONNECTED? OR DO I HAVE TO DO SOMETHING ELSE
12 TO DISCONNECT IT? AND, ANY AFTERMARKET BLUETOOTH
13 RECOMMENDATIONS?

14 ADD ME TO THE GROWING LIST OF ANGRY ACURA TL
15 OWNERS WITH A HAND FREE LINK PROBLEMS AND AN
16 EXTREMELY POOR CUSTOMER SERVICE EXPERIENCE.

17 WITH SUCH A WIDE SPREAD FAILURE RATE ACURA
18 SHOULD RECALL THIS UNIT AND/OR MAKE THE REPAIR
19 REASONABLE. THE REPAIR COST IS OUTRAGEOUS FOR A
20 MAJOR SAFETY ISSUE.

21 ACURA HAS BEEN REPLACING BATTERIES IN THIS VEHICLE
22 FREE OF CHARGE SINCE 15,189 MILES. EACH BATTERY
23 LASTED FEWER MONTHS. NO ONE AT ACURA LOOKED INTO
24 THE CAUSE OF THE REPEATED FAILURES. I WAS LED TO
25 BELIEVE THE BATTERIES WERE LEMONS AND THE VEHICLE
26 WAS FINE WHEN IT WAS THE OTHER WAY AROUND.

27 NOW THE VEHICLE IS OUT OF WARRANTY AND ACURA
28 CUSTOMER SERVICE ACTS LIKE THEY HAVE NEVER HEARD
OF THE THIS PROBLEM!

PLEASE ALERT THE NATIONAL HIGHWAY
TRANSPORTATION SAFETY AUTHORITY AND ALL ACURA
DRIVERS THAT THERE IS A MAJOR SAFETY ISSUE WITH THE
ACURA TL AND THE HAND FREE LINK. WE NEED TO
SPREAD THE WORD.

I HAVE OWNED 6 ACURAS AND 2 HONDAS AND MY PAST
EXPERIENCE WITH ACURA/HONDA HAS BEEN THAT THEY
STAND BEHIND THEIR PRODUCT. NOT SO ANYMORE, AND I
WILL NEVER BUY ANOTHER ACURA. THIS EXPERIENCE HAS
TARNISHED MY IMAGE OF THE ACURA BRAND.

I TOO HAVE A HFL BLUETOOTH THAT NO LONGER WORKS
AND JUST REPLACED BATTERY AFTER TAKING IT TO THE

1 DEALERSHIP. THEY TOLD ME THAT THE BATTERY HAD A
2 BAD CELL. THE BATTERY WAS REPLACED IN 2010 WHEN
3 THE CAR WAS STILL UNDER WARRANTY. THE DEALER
4 TOLD ME THAT I WOULD HAVE TO PAY FULL PRICE FOR
5 THE BATTERY (\$160). I EXPLAINED TO THEM THAT I HAD A
6 BAD BLUETOOTH AND I THOUGHT THAT IT WAS PULLING
7 ON THE BATTERY. THEY TESTED THE ELECTRICAL AND
8 TOLD ME THAT EVERYTHING WAS FINE.....MEANING
9 NOTHING WAS DRAWING ON THE BATTERY. I DECIDED TO
10 GET A BATTERY FROM ANOTHER SOURCE.

11 BOY, I WISH I HAD DISCOVERED THESE POSTS PRIOR TO
12 TAKING MY CAR TO THE DEALER.

13 CAN ANYONE GIVE ME STEP BY STEP INSTRUCTIONS ON
14 DISCONNECTING THE BLUETOOTH SO THAT IT DOES NOT
15 DRAW DOWN MY NEW BATTERY?

16 HI, I HAVE OWNED AN 2008 MDX SINCE NEW AND AFTER
17 PAYING TO REPLACE BATTERY, HFL FAILED, THEN A FEW
18 MONTHS LATER BATTERY WAS FLAT IN MORNING. DEALER
19 SAID "DON'T BOTHER CAUSE IT'LL COST \$800 TO REPLACE
20 HFL" NOT ONCE ADVISING ME ON THE RAMIFICATIONS. SO,
21 AFTER READING SOME FORUMS ONLINE I DISCONNECTED
22 THE HFL MYSELF(THANK THE UNIVERSE FOR THE
23 INTERNET AND THOSE WHO'VE HAD THIS PROBLEM
24 BEFORE ME). I DON'T KNOW HOW MUCH THE PART WOULD
25 COST IN CANADA, BUT I ORDERED THE SAME PART(WITH A
26 SLIGHTLY DIFFERENT PART NUMBER, I GUESS CAUSE IT
27 HAS SPANISH VS FRANCAIS) FROM EBAY(ACURA OF
28 TEMPE).

THIS FAULTY HANDS FREE LINK ISSUE IS ABSOLUTELY
UNACCEPTABLE, ESPECIALLY SINCE ACURA HAS
ALLOWED IT TO PROLIFERATE FOR SO MANY YEARS AND
VICTIMIZE ALL OF YOU HERE WHO HAVE SPENT SO MUCH
TIME AND MONEY ON THIS! IN FACT, ACURA MUST BE ONE
OF THE WORST LUXURY AUTO BRANDS AFTER ALL OF THE
ISSUES I'VE DEALT WITH.

I HAVE A 2007 ACURA TL THAT WAS SERVICED MULTIPLE
TIMES WHILE UNDER WARRANTY FOR ISSUES SUCH AS A
"MYSTERIOUS POWER DRAW" AND STICKING SIDE VIEW
MIRROR. THE DEALER'S SERVICE DEPT STATED THEY
COULDN'T FIND THE SOURCE OF THE POWER DRAIN, SO
THEY SIMPLY PUT IN A NEW BATTERY AS IF THAT WAS AN
ANSWER. AND THE STICKING SIDE MIRROR STILL GETS
STUCK.

1 AS SOON AS THE WARRANTY RAN OUT, THEY GAVE ME
2 THE COLD SHOULDER. MY ACURA TL NOW WON'T START
3 AFTER ONLY THREE DAYS OF NON-USE BECAUSE ITS
4 BATTERY GETS COMPLETELY DRAINED. THE BATTERY IS
5 NEW, THE ALTERNATOR PASSED TESTS, AND ONLINE
6 FORUMS ALL INDICATE A KNOWN ACURA SERVICE
7 BULLETIN FOR THE CULPRIT BEING THE FAULTY HFL
8 MODULE. ACURA SERVICE DEPTS WANT TO CHARGE JUST
9 TO LOOK AT IT, AND ACURA CUSTOMER RELATIONS
10 REFUSES GOODWILL SERVICE AND TOLD ME TO PAY FOR
11 THE REPAIR MYSELF! THIS IS OUTRAGEOUS!

12 I WANT TO AT LEAST BE ABLE TO DRIVE MY CAR, SO I
13 REMOVED THE HFL MODULE MYSELF, WHICH WAS EASY.
14 THAT MODULE WAS HOT TO THE TOUCH LIKE A
15 SMARTPHONE AFTER PLAYING A LONG MOVIE! AND THE
16 CAR HADN'T BEEN DRIVEN FOR TWO DAYS! GUESS WHAT?
17 MY CAR'S BATTERY NO LONGER GETS DRAINED.

18 I HAVE A 2006 TL. LAST WEEK, IT WAS SLUGGISH TO START.
19 I WAS TOLD THAT IT HAD A FAULTY HFL CONNECTION
20 THAT WAS DRAINING MY BATTERY (A BATTERY THAT WAS
21 REPLACED 4 MONTHS AGO). I TOLD THEM THAT I HAVE
22 NEVER USED THE DARN THING AND I'VE HAD THE CAR FOR
23 7 YEARS! IT COST \$400...I JUST NOW CAME ACROSS THIS
24 FORUM AND LEARNED THAT IT COULD BE
25 DISCONNECTED...ACURA DID NOT TELL ME THAT!! TODAY,
26 MY CAR DID NOT START AT ALL. I HAD TO GET IT TOWED
27 TO ACURA FOR THEM TO TELL ME THAT MY STARTER WAS
28 KAPUT! NOW, I AM THINKING MAYBE IT WAS THE STARTER
ALL ALONG. UNTIL, NOW I USED TO LOVE MY CAR...BUT
ALMOST \$1000 IN SEVEN DAYS!!!! THIS IS APPALLING! I
SENT AN E-MAIL TO ACURA CLIENT RELATIONS.
SOMETHING NEEDS TO BE DONE ABOUT THIS!

I HAVE AN ACURA 2008 MDX, I HAVE THE SAME DEAD
BATTERY ISSUE OTHERS HAVE REPORTED. I HAVE GONE
THROUGH 4 BATTERIES OVER THE PAST 5 YEARS. MOST
RECENT NEW BATTERY WAS INSTALLED A MONTH AGO,
YESTERDAY WENT OUT TO THE CAR AND IT WAS DEAD. I
CONTACTED THE MECHANIC WHO INSTALLED THE NEW
BATTERY.

HE SAID THEY RAN A TEST AND FOUND A
MALFUNCTIONING CIRCUIT THAT POWERS THE
BLUETOOTH HANDS-FREE LINK. SAID THAT THE HFL WAS
DRAWING CURRENT FROM THE BATTERY WHILE THE CAR
WAS OFF. IT WASN'T DRAWING A LOT OF CURRENT, BUT

ENOUGH TO KILL A BATTERY OVER THE COURSE OF A FEW WEEKS.

F. Defendant's Exclusive Knowledge and Concealment of the Defective HandsFreeLink™ System

200. Without knowing about the defect in the HandsFreeLink™ system, owners have replaced one battery after another experiencing only the symptom of the defect and have incurred other costs as discussed herein, but because consumers were and remain ignorant of the actual source of the problem, they continue to suffer ongoing harm. Some owners report dissatisfaction with batteries that were only a few months old when they needed to be replaced, not knowing that the HandsFreeLink™ system was parasitically straining the electric system. Others report that they thought that a battery or other essential electrical component that was several years old just needed to be replaced a little sooner than expected, never understanding that the HandsFreeLink™ system was defective or the cause. Without understanding why, owners incur hundreds or thousands of dollars in costs paid for repeated jump starts for drained batteries, buying replacement electrical components, including batteries and alternators, and covering other costs related to the defect in the HandsFreeLink™ system.

201. As a consequence of Defendant's exclusive knowledge and concealment about the defect, Acura owners will not discover the real cause of the problem until after several encounters with the symptoms of the problem (drained batteries, failing electric components, etc.), if they discover the root cause at all. Accordingly, Acura owners are not likely to learn about the defect in the HandsFreeLink™ unit until after warranty coverage has passed.

202. Replacement of the HandsFreeLink™ system is the course of action recommended by Defendant in its internal Service Bulletins. It offers no extended or special warranty coverage for this known defect which will typically be diagnosed after the regular manufacturer's warranty has expired. However, the parts and labor for the replacement of the HandsFreeLink™ unit are upwards of \$1,000.00, if not more. Moreover, Defendant is not using different HandsFreeLink™ units, but rather the standard HandsFreeLink™ unit for these replacements. Accordingly, owners who have had their HandsFreeLink™ systems replaced have reported that the new system also gets stuck "on",

1 causing the same harm and creating the same safety hazard. Accordingly, once owners discover that
2 the HandsFreeLink™ system is at the bottom of the recurring costs and inconvenience, many simply
3 opt to disconnect the unit, disabling an important feature in their luxury vehicles and rendering their
4 Class Vehicles less valuable than comparable cars with properly functioning “hands-free” systems.
5 Several dealerships have in fact instructed their service departments to offer this ‘disabling service’
6 where they charge an additional fee to disable the feature. Under this arrangement not only are Acura
7 owners being foreclosed from using a feature they paid for, but they must also incur additional
8 charges for any labor and parts involved in disabling the feature at the dealership.

9 **G. Exclusive Knowledge, Concealment, and Safety Defect Allegations**

10 203. Absent discovery, Plaintiffs are unaware of, and unable through reasonable
11 investigation to obtain, the true names and identities of those individuals associated with Honda
12 responsible for disseminating false and misleading marketing materials (*i.e.*, the marketing materials
13 with material omissions) regarding its vehicles with the Defective HandsFreeLink™ system. Honda
14 is necessarily in possession of all of this information.

15 204. Plaintiffs’ claims arise out of Honda’s exclusive knowledge of and/or concealed
16 material information regarding the defect and the safety hazard it poses. There is no one document
17 or communication, and no one interaction, upon which Plaintiffs base their claims. Plaintiffs allege
18 that at all relevant times, specifically at the time they purchased or leased their Affected Vehicles,
19 Honda knew the safety dangers of the defect, namely the battery-drain and myriad of associated
20 repercussions. Honda was under a duty to disclose the defect based upon its exclusive knowledge of
21 and/or concealed material information regarding the defect; Honda failed to disclose the defect to
22 Plaintiffs, other Class members, or the public at any time or place or in any manner such that it could
23 (and would) have affected Plaintiffs’ and Class members’ pre-sale decision to purchase and/or lease
24 their HandsFreeLink™ system-equipped vehicles.

25 205. Plaintiffs make the following specific fraud allegations with as much specificity as
26 possible absent access to the information necessarily available only to Honda:

27 (a) **Who:** Honda had and has exclusive knowledge of the Defect and failed to
28 disclose to Plaintiffs and/or concealed material information regarding the defect from Plaintiffs.

1 Honda similarly failed to disclose the Defect's dangerous safety risks in its HandsFreeLink™
2 system-equipped vehicles. Plaintiffs were unaware of, and therefore unable to identify, the true
3 names and identities of those specific individuals responsible for such decisions.

4 (b) **What:**

5 (i) Honda failed to disclose that its Affected Vehicles contain the Defect.
6 Honda has and had exclusive knowledge of and/or concealed material information that its Affected
7 Vehicles contain the Defect. Yet Honda failed to disclose the same in any pre-sale materials.

8 (ii) Honda could have, but failed to, disclose to consumers the risks of
9 vehicles Defective HandsFreeLink™ system. An exemplar of a simple but effective disclosure that
10 was omitted from any and all of its pre-sale materials is:

11 WARNING: This vehicle is equipped with a HandsFreeLink™
12 Bluetooth wireless connectivity system. Even if the engine is not
13 started or the vehicle is not placed in accessory mode, the
14 HandsFreeLink™ system may continue to parasitically drain the
15 battery. If left parked, the vehicle will not start because the car battery
16 will have drained. Even if used in an ongoing manner, the parasitic
17 loss will result in increased load on other electrical systems in the
18 vehicle, resulting in increased wear on electronic components.

19 With a compromised battery and/or a failed alternator, your vehicle
20 can be left suddenly without any electric power even when the vehicle
21 is in use.

22 Acura technicians can disconnect the HandsFreeLink™ system, but
23 you will no longer be able to take advantage of the benefits of this
24 system, including hands-free calling and the remote vehicle
25 diagnostics, which benefits potentially avoid dangerous on-road
26 situations.

27 (c) **When:** Honda had exclusive knowledge of and/or concealed material
28 information regarding the Defect starting no later than the date of its first internal Technical Service
29 Bulletin (distributed only to Acura dealers) dated June 2005, but necessarily had knowledge in
30 advance of that Bulletin.

31 (d) **Where:** Honda concealed material information regarding the true nature of the
32 Defect in every pre-sale communication they had with Plaintiffs and other Class members. Despite
33 counsel's review and analysis of pre-sale marketing materials, sales brochures, and other pre-sale
34 enticements to purchase each of its HandsFreeLink™-equipped vehicles, Plaintiffs are aware of no

1 document, communication, or other place or thing, in which Honda disclosed the truth about the
2 Defect to consumers.

3 (e) **How:**

4 (i) Honda had exclusive knowledge of and/or concealed material
5 information about the Defect and failed to disclose the Defect to Plaintiffs and Class members in any
6 pre-sale materials—the time at which Plaintiffs and Class members could have acted. Honda had
7 exclusive knowledge of and/or actively concealed the truth about the existence and nature of the
8 Defect from Plaintiffs and Class members at all times, even though Honda knew about the Defect
9 and knew that information about the Defect would be important to a reasonable consumer.

10 (ii) Honda has still failed to disclose the truth about the Defect in its
11 HandsFreeLink™-equipped vehicles to consumers and general public. Thus, Honda has never taken
12 any action to inform consumers about the true nature of the Defect in its Affected Vehicles despite
13 the fact that Honda has (and had) exclusive knowledge of and/or actively concealed the truth about
14 the existence and nature of the Defect.

15 (iii) Instead, Honda stealthily issued one internal Technical Service
16 Bulletin after another, admitting that the Defect will “cause a dead or low battery while the vehicle’s
17 ignition switch is off” and had the potential to re-“appear intermittent[ly]” later, even if Honda’s
18 “fix” of replacing the HandsFreeLink™ system was implemented.

19 (f) **Why:** Honda concealed and/or had exclusive knowledge of material
20 information about the Defect in its HandsFreeLink™-equipped vehicles, yet failed to disclose the
21 Defect in order to induce Plaintiffs and Class members to purchase or lease its vehicles rather than
22 competitors’ vehicles. It wanted to be first to market with an integrated Bluetooth car-connectivity
23 system. Had Honda disclosed the truth, Plaintiffs (and reasonable consumers) either 1) would have
24 paid less for the vehicles by not purchasing the optional HandsFreeLink™ system technology,
25 2) would not have purchased or leased the HandsFreeLink™-equipped vehicles at all, or 3) otherwise
26 would have paid less for the HandsFreeLink™-equipped vehicles.

27 (g) **Safety Defect:** Honda, like all automakers, is under a duty to disclose a known
28 defect in a vehicle when there are safety concerns associated with the vehicle’s use—*i.e.*, where the
failure to disclose implicates a safety issue. Manufacturers may be held liable for their failure to
disclose a defect when such an omission pertains to a safety issue. In this case, as stated above,
Honda knew about the Defect, and the Defect poses a physical threat to Plaintiffs’ own safety or the

1 safety of others. Nevertheless, Honda failed to disclose the Defect to all owners of Affected
2 Vehicles.

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

4 **A. Discovery Rule**

5 206. As detailed under each of the plaintiff-specific allegations, Class members had no
6 way of knowing about the hidden Defect in the HandsFreeLink™ system. Defendant concealed its
7 knowledge of the Defect (as evidenced by the non-public TSBs, detailed above) while continuing to
8 market and sell the HandsFreeLink™ as a safety feature in its luxury cars.

9 207. Within any applicable statutes of limitation, Class members could not have discovered
10 through the exercise of reasonable diligence that Acura was concealing the conduct complained of
11 herein and misrepresenting the true qualities of the vehicles. As detailed under each of the plaintiff-
12 specific allegations, Class members did act reasonably and diligently in attempting to find the source
13 of their electrical and battery-related vehicle issues.

14 208. Class members did not know facts that would have caused a reasonable person to
15 suspect that there was a defect in Defendant's HandsFreeLink™ system and an ordinary person
16 would be unable to appreciate that the HandsFreeLink™ system was defective.

17 209. For these reasons, all applicable statutes of limitation have been tolled by operation of
18 the discovery rule with respect to the claims in this litigation.

19 **B. Fraudulent Concealment**

20 210. Defendant was under a continuous duty to disclose to Class members the existence of
21 the Defect in the HandsFreeLink™ system, including the related failure of the electric systems.

22 211. Defendant recklessly disregarded the true nature, quality, and character of the
23 HandsFreeLink™ system.

24 212. Due to Defendant's concealment throughout the time period relevant to this action (as
25 evidenced by the non-public TSBs, detailed above), all applicable statutes of limitation have been
26 tolled.

1 213. Instead of publicly disclosing the defect in the HandsFreeLink™, Defendant kept
2 owners in the dark about the failure in their electrical systems, most notably the repeated battery and
3 alternator failures, as well as other related electrical issues as described herein.

4 214. As detailed under each of the plaintiff-specific allegations, Class members were not at
5 fault for failing to discover the connection between the HandsFreeLink™ system and their electrical
6 and battery-related vehicle issues. Until the dates specified under each of the plaintiff-specific
7 allegations, plaintiffs had no actual or presumptive knowledge of facts sufficient to put them on
8 inquiry notice of such a connection. This ignorance of the true cause of the electrical and battery-
9 related vehicle issues is common across all Plaintiffs and Class members.

10 **VI. CLASS ALLEGATIONS**

11 215. Plaintiffs bring this action on behalf of themselves and as a class action, pursuant to
12 the provisions of Rules 23(a), (b)(2), and (b)(3) of the Federal Rules of Civil Procedure, on behalf of
13 the following Class:

14 All persons who purchased or leased an Acura with a
15 HandsFreeLink™ system.

16 216. As an alternative Class, if California law does not apply to all owners, Plaintiffs bring
17 this action on behalf of themselves and the following classes (collectively, the “Classes”):

18 All persons who purchased or leased an Acura with a
 HandsFreeLink™ system in the State of California.

19 All persons who purchased or leased an Acura with a
20 HandsFreeLink™ system in the State of Delaware.

21 All persons who purchased or leased an Acura with a
 HandsFreeLink™ system in the State of Kansas.

22 All persons who purchased or leased an Acura with a
23 HandsFreeLink™ system in the State of New Hampshire.

24 All persons who purchased or leased an Acura with a
 HandsFreeLink™ system in the State of New York.

25 All persons who purchased or leased an Acura with a
26 HandsFreeLink™ system in the State of Washington.

1 217. Excluded from the Classes are Defendant and its parents, subsidiaries, and affiliates;
2 all persons who properly elect to be excluded from the Classes; governmental entities; and the Judge
3 to whom this case is assigned and his/her immediate family.

4 218. Certification of Plaintiffs' claims for class-wide treatment is appropriate because
5 Plaintiffs and Class members can prove the elements of their claims on a class-wide basis using the
6 same evidence as would be used to prove those elements in individual actions alleging the same
7 claim.

8 219. This action has been brought and may be properly maintained on behalf of the Classes
9 proposed herein under Federal Rule of Civil Procedure 23.

10 220. **Numerosity**. Federal Rule of Civil Procedure 23(a)(1): The members of the Classes
11 are so numerous and geographically dispersed that individual joinder of all Class members is
12 impracticable. While Plaintiffs are informed and believe that there are at least thousands of members
13 of the Classes, the precise number of Class members is unknown to Plaintiffs, but may be ascertained
14 from Defendant's books and records. Class members may be notified of the pendency of this action
15 by recognized, Court-approved notice dissemination methods, which may include U.S. mail,
16 electronic mail, Internet postings, and/or published notice.

17 221. **Commonality and Predominance**: Federal Rule of Civil Procedure 23(a)(2) and
18 23(b)(3): This action involves common questions of law and fact, which predominate over any
19 questions affecting individual Class members, including, without limitation:

- 20 i. Whether Defendant engaged in the conduct alleged herein;
- 21 ii. Whether Defendant's HandsFreeLink™ system has the Defect alleged herein;
- 22 iii. Whether Defendant had a duty to disclose the existence of the Defect alleged
23 herein;
- 24 iv. Whether Defendant's conduct violates consumer protection statutes and other
25 laws as asserted herein;
- 26 v. Whether Plaintiffs and the other Class members are entitled to equitable relief,
27 including, but not limited to, restitution or injunctive relief; and
- 28 vi. Whether Plaintiffs and the other Class members are entitled to damages and
 other monetary relief and, if so, in what amount.

1 222. **Typicality**: Federal Rule of Civil Procedure 23(a)(3): Plaintiffs' claims are typical of
2 the other Class members' claims because, among other things, all Class members were comparably
3 injured through Defendant's wrongful conduct as described above.

4 223. **Adequacy**: Federal Rule of Civil Procedure 23(a)(4): Plaintiffs are adequate Class
5 representatives because their interests do not conflict with the interests of the other members of the
6 Classes they seeks to represent, Plaintiffs have retained counsel competent and experienced in
7 complex class action litigation, and Plaintiffs intend to prosecute this action vigorously. The
8 Classes' interests will be fairly and adequately protected by Plaintiffs and their counsel.

9 224. **Superiority**: Federal Rule of Civil Procedure 23(b)(3): A class action is superior to
10 any other available means for the fair and efficient adjudication of this controversy, and no unusual
11 difficulties are likely to be encountered in the management of this class action. The damages or
12 other financial detriment suffered by Plaintiffs and the other Class members are relatively small
13 compared to the burden and expense that would be required to individually litigate their claims
14 against Defendant, so it would be impracticable for the members of the Classes to individually seek
15 redress for Defendant's wrongful conduct. Even if Class members could afford individual litigation,
16 the court system could not. Individualized litigation creates a potential for inconsistent or
17 contradictory judgments, and increases the delay and expense to all parties and the court system. By
18 contrast, the class action device presents far fewer management difficulties, and provides the benefits
19 of single adjudication, economy of scale, and comprehensive supervision by a single court.

20 **VII. CAUSES OF ACTION ON BEHALF OF THE NATIONAL CLASS**

21 **COUNT I**
22 **VIOLATIONS OF THE CALIFORNIA CONSUMER**
23 **LEGAL REMEDIES ACT**
 (CAL. CIV. CODE § 1750, ET SEQ.)

24 225. Plaintiffs incorporate by reference all preceding allegations as though fully set forth
25 herein.

26 226. Plaintiffs bring this claim as part of the National Class.

1 227. California’s Consumers Legal Remedies Act (“CLRA”), Cal. Civ. Code § 1750, *et*
2 *seq.*, proscribes “unfair methods of competition and unfair or deceptive acts or practices undertaken
3 by any person in a transaction intended to result or which results in the sale or lease of goods or
4 services to any consumer.”

5 228. The Class Vehicles are “goods” as defined in Cal. Civ. Code § 1761(a).

6 229. Plaintiffs and the other Class members are “consumers” as defined in Cal. Civ. Code
7 § 1761(d), and Plaintiffs, the other Class members, and Honda are “persons” as defined in Cal. Civ.
8 Code § 1761(c).

9 230. As alleged herein, Honda made misleading representations and omissions concerning
10 the benefits, performance, and safety of the Class Vehicles, including the HandsFreeLink™ system.

11 231. In purchasing or leasing the Class Vehicles, Plaintiffs and other Class members were
12 deceived by Honda’s failure to disclose its knowledge of the Defect in its HandsFreeLink™ system,
13 which caused a parasitic electric drain even when the vehicle’s ignition switch is off. Defendant
14 further concealed the hidden nature of the problem with the HandsFreeLink™ system, causing the
15 problem to appear intermittent and unrelated to any defect in the HandsFreeLink™ system.

16 232. Honda’s conduct as described herein was and is in violation of the CLRA. Honda’s
17 conduct violates at least the following enumerated CLRA provisions:

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

24 233. Honda intentionally and knowingly misrepresented and omitted material facts
25 regarding the Class Vehicles, specifically regarding the HandsFreeLink™ system, with an intent to
26 mislead Plaintiffs and Class members.

1 234. In purchasing or leasing the Class Vehicles, Plaintiffs and other Class members were
2 deceived by Honda's failure to disclose its knowledge of the Defect in its HandsFreeLink™ system.

3 235. Plaintiffs and other Class members had no way of knowing Honda's representations
4 were false, misleading, and incomplete or knowing the true nature of the HandsFreeLink™ system.
5 As alleged herein, Honda engaged in a pattern of deception and public silence in the face of a known
6 defect with its HandsFreeLink™ system. Plaintiffs and other Class members did not, and could not,
7 unravel Honda's deception on their own.

8 236. Honda knew or should have known its conduct violated the CLRA.

9 237. Honda owed Plaintiffs and the Class members a duty to disclose the truth about its
10 faulty HandsFreeLink™ system because the Defect created a safety hazard and Honda:
11 i. Possessed exclusive knowledge of the defect in the HandsFreeLink™ system,
12 which caused parasitic electricity drain that would repeatedly deplete the car's
13 battery;
14 ii. Intentionally concealed the foregoing from Plaintiffs and Class members;
15 and/or
16 iii. Made incomplete representations in advertisements and on its website, failing
17 to warn the public or to publicly admit that the HandsFreeLink™ system was
18 defective.

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

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

25 240. Plaintiffs and the other Class members were injured and suffered ascertainable loss,
26 injury-in-fact, and/or actual damage as a proximate result of Honda's conduct in that Plaintiffs and
27 the other Class members incurred costs related the parasitic drain caused by the Defect, including
28 replacements of electrical components and service costs, and overpaid for their Class Vehicles that
have suffered a diminution in value.

1 241. Honda’s violations cause continuing injuries to Plaintiffs and other Class members.
2 Honda’s unlawful acts and practices complained of herein affect the public interest.

3 242. Honda knew of the defective design and/or manufacture of the HandsFreeLink™
4 system, and that the Class Vehicles were materially compromised by such defects.

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

10 244. Plaintiffs’ and the other Class members’ injuries were proximately caused by Honda’s
11 unlawful and deceptive business practices.

12 245. Pursuant to CLRA § 1780(a), Plaintiffs seek an order enjoining Honda from engaging
13 in the methods, acts, or practices alleged herein, including further concealment of the Defect in the
14 HandsFreeLink™ unit and denial of warranty coverage for repairs related to that Defect.

15 246. Plaintiffs sent out a notice letter on August 3, 2016.

16 247. Pursuant to CLRA § 1782, if Defendant does not rectify its conduct within 30 days,
17 Plaintiffs intend to amend this Complaint to add claims under the CLRA for:

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

25 **COUNT II**
26 **VIOLATIONS OF CALIFORNIA’S UNFAIR BUSINESS PRACTICES ACT**
27 **(CAL. BUS. & PROF. CODE § 17200, ET SEQ.)**

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

1 249. Plaintiffs bring this claim on behalf of the National Class.

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

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

- 7 i. By failing to disclose that the HandsFreeLink™ system in the Class Vehicles
 was defective and prone to create parasitic electricity drain;
- 8 ii. By selling and leasing Class Vehicles that suffer from such defects without
9 providing special warranty coverage for this Defect;
- 10 iii. By knowingly and intentionally concealing from Plaintiffs and the other Class
 members that the HandsFreeLink™ system was defective;
- 11 iv. By marketing Class Vehicles as safe, convenient, and defect free, with cutting-
12 edge technology, all while knowing of the Defect related to the
 HandsFreeLink™ system; and
- 13 v. By violating other California laws, including California consumer protection
14 laws.

15 252. Honda intentionally and knowingly misrepresented and omitted material facts
16 regarding the Class Vehicles with intent to mislead Plaintiffs and the other Class members.

17 253. In purchasing or leasing the Class Vehicles, Plaintiffs and the other Class members
18 were deceived by Honda’s failure to disclose the Defect related to the HandsFreeLink™ system.

19 254. Plaintiffs and the other Class members reasonably relied upon Honda’s false
20 misrepresentations and omissions. They had no way of knowing that Honda’s representations were
21 false, misleading, and incomplete. As alleged herein, Honda engaged in a pattern of deception and
22 public silence in the face of a known defect with its HandsFreeLink™ system. Plaintiffs and the
23 other Class members did not, and could not, unravel Honda’s deception on their own.

24 255. Honda knew or should have known that its conduct violated the UCL.

25 256. Honda owed Plaintiffs and the other Class members a duty to disclose the truth about
26 its HandsFreeLink™ system because the Defect created a safety hazard and Honda:

- 27 i. Possessed exclusive knowledge of the Defect in the HandsFreeLink™ system;

- 1 ii. Intentionally concealed the foregoing from Plaintiffs and the other Class
- 2 members; and/or
- 3 iii. Made incomplete representations by failing to warn the public or to publicly
- 4 admit that the HandsFreeLink™ system was defective.

5 257. Honda had a duty to disclose that the HandsFreeLink™ system in the Class Vehicles

6 was fundamentally flawed as described herein, because Plaintiffs and the other Class members relied

7 on Honda's material misrepresentations and omissions.

8 258. Honda's conduct proximately caused injuries to Plaintiffs and the other Class

9 members that purchased the Class Vehicles and suffered harm as alleged herein.

10 259. Plaintiffs and the other Class members were injured and suffered ascertainable loss,

11 injury-in-fact, and/or actual damage as a proximate result of Honda's conduct in that Plaintiffs and

12 the other Class members incurred costs related the parasitic drain caused by the Defect, including

13 replacement of electrical components and service costs, and overpaid for their Class Vehicles that

14 have suffered a diminution in value.

15 260. Honda's violations cause continuing injuries to Plaintiffs and Class members.

16 Honda's unlawful acts and practices complained of herein affect the public interest.

17 261. Honda's misrepresentations and omissions alleged herein caused Plaintiffs and the

18 other Class members to make their purchases of their Class Vehicles. Absent those misrepresent-

19 ations and omissions, Plaintiffs and the other Class members would not have purchased these

20 vehicles, would not have purchased these Class Vehicles at the prices they paid, and/or would have

21 purchased less expensive alternative vehicles that did not contain defective HandsFreeLink™

22 systems that failed to live up to industry standards.

23 262. Accordingly, Plaintiffs and the other Class members have suffered injury-in-fact,

24 including lost money or property, as a result of Honda's misrepresentations and omissions.

25 263. Plaintiffs request that this Court enter such orders or judgments as may be necessary

26 to restore to Plaintiffs and Class members any money it acquired by unfair competition, including

27 restitution and/or restitutionary disgorgement, as provided in Cal. Bus. & Prof. Code § 17203 and

28 Cal. Civ. Code § 3345; and for such other relief as may be appropriate.

**COUNT III
FRAUD BY CONCEALMENT
(BASED ON CALIFORNIA LAW)**

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

5 265. Plaintiffs bring this claim on behalf of the National Class.

6 266. Honda intentionally concealed that the HandsFreeLink™ system is defective, and
7 prone to create a parasitic electricity drain that would strain the electrical system and repeatedly
8 deplete the car's battery, leaving owners with cars that would not start, premature battery death, and
9 damage to other components in the electric system. Honda concealed the fact that once the
10 HandsFreeLink™ system Defect compromises the battery, the system "resets," hiding the problem
11 until the system gets stuck again.

12 267. Honda further affirmatively misrepresented to Plaintiffs in advertising and other
13 forms of communication, including standard and uniform material provided with each car and on its
14 website, that the Class Vehicles it was selling had no significant defects, that the HandsFreeLink™
15 system was a safety feature, reliable, and would perform and operate properly.

16 268. Honda knew about the Defect in the HandsFreeLink™ system when these
17 representations were made.

18 269. The Class Vehicles purchased by Plaintiffs and the other Class members contained
19 defective HandsFreeLink™ system.

20 270. Honda had a duty to disclose that the HandsFreeLink™ system contained a
21 fundamental defect as alleged herein, because the Defect created a safety hazard and Plaintiffs and
22 the other Class members relied on Honda's material representations.

23 271. As alleged herein, at all relevant times, Honda has held out the Class Vehicles to be
24 free from defects such as the Defect related to the HandsFreeLink™ system. Honda touted and
25 continues to tout the many benefits and advantages of the HandsFreeLink™ system, but nonetheless
26 failed to disclose important facts related to the Defect. This made Honda's other disclosures about
27 the HandsFreeLink™ system deceptive.

1 272. The truth about the defective HandsFreeLink™ system was known only to Honda;
2 Plaintiffs and the other Class members did not know of these facts and Honda actively concealed
3 these facts from Plaintiffs and Class members.

4 273. Plaintiffs and the other Class members reasonably relied upon Honda's deception.
5 They had no way of knowing that Honda's representations were false, misleading, or incomplete. As
6 consumers, Plaintiffs and Class members did not, and could not, unravel Honda's deception on their
7 own. Rather, Honda intended to deceive Plaintiffs and Class members by concealing the true facts
8 about the Class Vehicles' HandsFreeLink™ systems.

9 274. Honda's false representations and omissions were material to consumers because they
10 concerned qualities of the Class Vehicles that played a significant role in the value of the vehicles.

11 275. Honda had a duty to disclose the HandsFreeLink™ system Defect and violations with
12 respect to the Class Vehicles because details of the true facts were known and/or accessible only to
13 Honda, because Honda had exclusive knowledge as to such facts, and because Honda knew these
14 facts were not known to or reasonably discoverable by Plaintiffs or Class members.

15 276. Honda also had a duty to disclose because it made general affirmative representations
16 about the technological and safety innovations included with its vehicles, without telling consumers
17 that one of the features had a fundamental defect that would affect the safety, quality, and
18 performance of the vehicle.

19 277. Honda's disclosures were misleading, deceptive, and incomplete because they failed
20 to inform consumers of the additional facts regarding the Defect in the HandsFreeLink™ system as
21 set forth herein. These omitted and concealed facts were material because they directly impact the
22 value of the Class Vehicles purchased by Plaintiffs and Class members.

23 278. Honda has still not made full and adequate disclosures, and continues to defraud
24 Plaintiffs and Class members by concealing material information regarding the Defect in the
25 HandsFreeLink™ system.

26 279. Plaintiffs and Class members were unaware of the omitted material facts referenced
27 herein, and they would not have acted as they did if they had known of the concealed and/or
28

1 suppressed facts, in that they would not have purchased or paid as much for cars with faulty
2 technology, and/or would have taken other affirmative steps in light of the information concealed
3 from them. Plaintiffs' and Class members' actions were justified. Honda was in exclusive control of
4 the material facts, and such facts were not generally known to the public, Plaintiffs, or Class
5 members.

6 280. Because of the concealment and/or suppression of facts, Plaintiffs and Class members
7 sustained damage because they own(ed) vehicles that are diminished in value as a result of Honda's
8 concealment of the true quality of those vehicles' HandsFreeLink™ systems. Had Plaintiffs and
9 Class members been aware of the defect in the HandsFreeLink™ systems installed in the Class
10 Vehicles, and the Company's disregard for the truth, Plaintiffs and Class members who purchased an
11 Acura vehicle would have paid less for their vehicles or would not have purchased them at all.

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

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

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

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

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

28 285. Plaintiffs bring this claim on behalf of the National Class.

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

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

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

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

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

15 291. Because of the Defect in the HandsFreeLink™ system, the Class Vehicles were not in
16 merchantable condition when sold and are not fit for the ordinary purpose of providing safe and
17 reliable transportation.

18 292. Honda knew about the Defect in the HandsFreeLink™ unit, allowing Honda to cure
19 their breach of its warranty if it chose.

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

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

5 295. Accordingly, Honda is liable to Plaintiffs and Class members for damages in an
6 amount to be proven at trial.

7 **COUNT V**
8 **VIOLATIONS OF THE MAGNUSON-MOSS**
9 **WARRANTY ACT (AS APPLICABLE TO IMPLIED WARRANTY-DERIVED CLAIMS)**
10 **(15 U.S.C. § 2301, ET SEQ.)**

11 296. Plaintiffs incorporate by reference all preceding allegations as though fully set forth
12 herein.

13 297. Plaintiffs bring this claim on behalf of the National Class.

14 298. Plaintiffs satisfy the Magnuson-Moss Warranty Act ("MMWA") jurisdictional
15 requirement because they allege diversity jurisdiction under the Class Action Fairness Act
16 ("CAFA"), 28 U.S.C. § 1332(d)(2).

17 299. Plaintiffs and other Class members are "consumers" within the meaning of the
18 Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3).

19 300. Honda is a "supplier" and "warrantor" within the meaning of the Magnuson-Moss
20 Warranty Act, 15 U.S.C. § 2301(4)-(5).

21 301. The Class Vehicles are "consumer products" within the meaning of the Magnuson-
22 Moss Warranty Act, 15 U.S.C. § 2301(1).

23 302. The MMWA provides a cause of action for any consumer who is damaged by the
24 failure of a warrantor to comply with a written or implied warranty. *See* 15 U.S.C. § 2310(d)(1).

25 303. Defendant provided Plaintiffs and other Class members with an express warranty,
26 which is covered under 15 U.S.C. § 2301(6).

27 304. The Class Vehicles' implied warranties are covered under 15 U.S.C. § 2301(7).

1 305. Defendant breached these warranties by misrepresenting the standard, quality, or
2 grade of the Class Vehicles and failing to disclose and fraudulently concealing the existence of the
3 Defect in the HandsFreeLink™ units.

4 306. Through their issuance of internal Technical Service Bulletins, Honda has
5 acknowledged that the Class Vehicles are not of the standard, quality, or grade that Defendant
6 represented.

7 307. Plaintiffs and other Class members have had sufficient direct dealings with Honda or
8 its agents (dealerships) to establish privity of contract between Honda, on the one hand, and
9 Plaintiffs and other Class members on the other hand.

10 308. Nonetheless, privity is not required here because Plaintiffs and other Class members
11 are intended third-party beneficiaries of contracts between Honda and its dealers, and specifically, of
12 its implied warranties.

13 309. Affording Honda a reasonable opportunity to cure the breach of written warranties
14 would be unnecessary and futile. Under the circumstances, the remedies available under any
15 informal settlement procedure would be inadequate and any requirement that Plaintiffs and Class
16 members resort to an informal dispute resolution procedure and/or afford Honda a reasonable
17 opportunity to cure their breach of warranties is excused and thereby deemed satisfied.

18 310. The amount in controversy of Plaintiffs' and Class members' individual claims meets
19 or exceeds the sum of \$25. The amount in controversy of this action exceeds the sum of \$50,000,
20 exclusive of interest and costs, computed on the basis of all claims to be determined in this lawsuit.

21 311. Accordingly, Honda is liable to Plaintiffs and Class members for damages in an
22 amount to be proven at trial.

1 **VIII. CAUSES OF ACTION ON BEHALF OF THE ALTERNATE CLASSES**

2 **A. Claims Brought on Behalf of the Alternate California Class**

3 **COUNT I**
4 **VIOLATIONS OF THE CALIFORNIA CONSUMER**
5 **LEGAL REMEDIES ACT**
6 **(CAL. CIV. CODE § 1750, ET SEQ.)**

7 312. Plaintiff John Kelly (“Plaintiff” for purposes of all Alternate California Class Counts)
8 incorporates by reference all paragraphs as though fully set forth herein.

9 313. This claim is brought on behalf of the Alternate California Class.

10 314. California’s Consumers Legal Remedies Act (“CLRA”), Cal. Civ. Code § 1750, *et*
11 *seq.*, proscribes “unfair methods of competition and unfair or deceptive acts or practices undertaken
12 by any person in a transaction intended to result or which results in the sale or lease of goods or
13 services to any consumer.”

14 315. The Class Vehicles are “goods” as defined in Cal. Civ. Code § 1761(a).

15 316. Plaintiff and the other Class members are “consumers” as defined in Cal. Civ. Code
16 § 1761(d), and Plaintiff, the other Class members, and Honda are “persons” as defined in Cal. Civ.
17 Code § 1761(c).

18 317. As alleged herein, Honda made misleading representations and omissions concerning
19 the benefits, performance, and safety of the Class Vehicles, including the HandsFreeLink™ system.

20 318. In purchasing or leasing the Class Vehicles, Plaintiff and the other Class members
21 were deceived by Honda’s failure to disclose its knowledge of the Defect in its HandsFreeLink™
22 system, which caused a parasitic electric drain even when the vehicle’s ignition switch is off.
23 Defendant further concealed the hidden nature of the problem with the HandsFreeLink™ system,
24 causing the problem to appear intermittent and unrelated to any defect in the HandsFreeLink™
25 system.

26 319. Honda’s conduct as described herein was and is in violation of the CLRA. Honda’s
27 conduct violates at least the following enumerated CLRA provisions:

- 28 i. Cal. Civ. Code § 1770(a)(5): Representing that goods have sponsorship,
approval, characteristics, uses, benefits, or quantities that they do not have.

- 1 ii. Cal Civ. Code § 1770(a)(7): Representing that goods are of a particular
2 standard, quality, or grade if they are of another.
- 3 iii. Cal. Civ. Code § 1770 (a)(9): Advertising goods with intent not to sell them as
4 advertised.
- 5 iv. Cal Civ. Code § 1770 (a)(16): Representing that goods have been supplied in
6 accordance with a previous representation when they have not.

7 320. Honda intentionally and knowingly misrepresented and omitted material facts
8 regarding the Class Vehicles, specifically regarding the HandsFreeLink™ system, with an intent to
9 mislead Plaintiff and Class members.

10 321. In purchasing or leasing the Class Vehicles, Plaintiff and the other Class members
11 were deceived by Honda's failure to disclose its knowledge of the Defect in its HandsFreeLink™
12 system.

13 322. Plaintiff and the other Class members had no way of knowing Honda's
14 representations were false, misleading, and incomplete or knowing the true nature of the
15 HandsFreeLink™ system. As alleged herein, Honda engaged in a pattern of deception and public
16 silence in the face of a known defect with its HandsFreeLink™ system. Plaintiff and the other Class
17 members did not, and could not, unravel Honda's deception on their own.

18 323. Honda knew or should have known its conduct violated the CLRA.

19 324. Honda owed Plaintiff and the other Class members a duty to disclose the truth about
20 its faulty HandsFreeLink™ system because the Defect created a safety hazard and Honda:

- 21 i. Possessed exclusive knowledge of the defect in the HandsFreeLink™ system,
22 which caused parasitic electricity drain that would repeatedly deplete the car's
23 battery;
- 24 ii. Intentionally concealed the foregoing from Plaintiff and the other Class
25 members; and/or
- 26 iii. Made incomplete representations in advertisements and on its website, failing
27 to warn the public or to publicly admit that the HandsFreeLink™ system was
28 defective.

29 325. Honda had a duty to disclose that the HandsFreeLink™ system in the Class Vehicles
30 was fundamentally flawed as described herein, because the Defect created a safety hazard, and

1 Plaintiff and the other Class members relied on Honda's material misrepresentations and omissions
2 regarding the features of the Class Vehicles and HandsFreeLink™ system.

3 326. Honda's conduct proximately caused injuries to Plaintiff and the other Class members
4 that purchased the Class Vehicles and suffered harm as alleged herein.

5 327. Plaintiff and the other Class members were injured and suffered ascertainable loss,
6 injury-in-fact, and/or actual damage as a proximate result of Honda's conduct in that Plaintiff and the
7 other Class members incurred costs related the parasitic drain caused by the Defect, including
8 replacements of electrical components and service costs, and overpaid for their Class Vehicles that
9 have suffered a diminution in value.

10 328. Honda's violations cause continuing injuries to Plaintiff and the other Class members.
11 Honda's unlawful acts and practices complained of herein affect the public interest.

12 329. Honda knew of the defective design and/or manufacture of the HandsFreeLink™
13 system, and that the Class Vehicles were materially compromised by such defects.

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

19 331. Plaintiff's and the other Class members' injuries were proximately caused by Honda's
20 unlawful and deceptive business practices.

21 332. Pursuant to CLRA § 1780(a), Plaintiff seeks an order enjoining Honda from engaging
22 in the methods, acts, or practices alleged herein, including further concealment of the Defect in the
23 HandsFreeLink™ unit and denial of warranty coverage for repairs related to that Defect.

24 333. Plaintiff sent out a notice letter on August 3, 2016.

25 334. Pursuant to CLRA § 1782, if Defendant does not rectify its conduct within 30 days,
26 Plaintiff intends to amend this Complaint to add claims under the CLRA for:

27 i. Actual damages;

28 ii. Restitution of money to Plaintiff and Class members, and the general public;

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

6 342. Honda knew or should have known that its conduct violated the UCL.

7 343. Honda owed Plaintiff and the other Class members a duty to disclose the truth about
8 its HandsFreeLink™ system because the Defect created a safety hazard and Honda:
9 i. Possessed exclusive knowledge of the Defect in the HandsFreeLink™ system;
10 ii. Intentionally concealed the foregoing from Plaintiff and the other Class
11 members; and/or
12 iii. Made incomplete representations by failing to warn the public or to publicly
13 admit that the HandsFreeLink™ system was defective.

14 344. Honda had a duty to disclose that the HandsFreeLink™ system in the Class Vehicles
15 was fundamentally flawed as described herein, because Plaintiff and the other Class members relied
16 on Honda's material misrepresentations and omissions.

17 345. Honda's conduct proximately caused injuries to Plaintiff and the other Class members
18 that purchased the Class Vehicles and suffered harm as alleged herein.

19 346. Plaintiff and the other Class members were injured and suffered ascertainable loss,
20 injury-in-fact, and/or actual damage as a proximate result of Honda's conduct in that Plaintiff and the
21 other Class members incurred costs related the parasitic drain caused by the Defect, including
22 replacement of electrical components and service costs, and overpaid for their Class Vehicles that
23 have suffered a diminution in value.

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

26 348. Honda's misrepresentations and omissions alleged herein caused Plaintiff and the
27 other Class members to make their purchases of their Class Vehicles. Absent those misrepresent-
28 ations and omissions, Plaintiff and the other Class members would not have purchased these

1 vehicles, would not have purchased these Class Vehicles at the prices they paid, and/or would have
2 purchased less expensive alternative vehicles that did not contain defective HandsFreeLink™
3 systems that failed to live up to industry standards.

4 349. Accordingly, Plaintiff and the other Class members have suffered injury-in-fact,
5 including lost money or property, as a result of Honda's misrepresentations and omissions.

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

10 **COUNT III**
11 **FRAUD BY CONCEALMENT**
12 **(BASED ON CALIFORNIA LAW)**

13 351. The Aberin Plaintiffs and John Kelly ("Plaintiffs" for purposes of all Alternate
14 California Class Counts) incorporate by reference all preceding allegations as though fully set forth
15 herein.

16 352. Plaintiffs bring this claim on behalf of the Alternate California Class.

17 353. Honda intentionally concealed that the HandsFreeLink™ system is defective, and
18 prone to create a parasitic electricity drain that would strain the electrical system and repeatedly
19 deplete the car's battery, leaving owners with cars that would not start, premature battery death, and
20 damage to other components in the electric system. Honda concealed the fact that once the
21 HandsFreeLink™ system Defect compromises the battery, the system "resets," hiding the problem
22 until the system gets stuck again.

23 354. Honda further affirmatively misrepresented to Plaintiffs in advertising and other
24 forms of communication, including standard and uniform material provided with each car and on its
25 website, that the Class Vehicles it was selling had no significant defects, that the HandsFreeLink™
26 system was a safety feature, reliable, and would perform and operate properly.

27 355. Honda knew about the Defect in the HandsFreeLink™ system when these
28 representations were made.

1 356. The Class Vehicles purchased by Plaintiffs and the other Class members contained
2 defective HandsFreeLink™ system.

3 357. Honda had a duty to disclose that the HandsFreeLink™ system contained a
4 fundamental defect as alleged herein, because the Defect created a safety hazard and Plaintiffs and
5 the other Class members relied on Honda's material representations.

6 358. As alleged herein, at all relevant times, Honda has held out the Class Vehicles to be
7 free from defects such as the Defect related to the HandsFreeLink™ system. Honda touted and
8 continues to tout the many benefits and advantages of the HandsFreeLink™ system, but nonetheless
9 failed to disclose important facts related to the Defect. This made Honda's other disclosures about
10 the HandsFreeLink™ system deceptive.

11 359. The truth about the defective HandsFreeLink™ system was known only to Honda;
12 Plaintiffs and the other Class members did not know of these facts and Honda actively concealed
13 these facts from Plaintiffs and Class members.

14 360. Plaintiffs and the other Class members reasonably relied upon Honda's deception.
15 They had no way of knowing that Honda's representations were false, misleading, or incomplete. As
16 consumers, Plaintiffs and Class members did not, and could not, unravel Honda's deception on their
17 own. Rather, Honda intended to deceive Plaintiffs and Class members by concealing the true facts
18 about the Class Vehicles' HandsFreeLink™ systems.

19 361. Honda's false representations and omissions were material to consumers because they
20 concerned qualities of the Class Vehicles that played a significant role in the value of the vehicles.

21 362. Honda had a duty to disclose the HandsFreeLink™ system Defect and violations with
22 respect to the Class Vehicles because details of the true facts were known and/or accessible only to
23 Honda, because Honda had exclusive knowledge as to such facts, and because Honda knew these
24 facts were not known to or reasonably discoverable by Plaintiffs or Class members.

25 363. Honda also had a duty to disclose because it made general affirmative representations
26 about the technological and safety innovations included with its vehicles, without telling consumers
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1 that one of the features had a fundamental defect that would affect the safety, quality, and
2 performance of the vehicle.

3 364. Honda's disclosures were misleading, deceptive, and incomplete because they failed
4 to inform consumers of the additional facts regarding the Defect in the HandsFreeLink™ system as
5 set forth herein. These omitted and concealed facts were material because they directly impact the
6 value of the Class Vehicles purchased by Plaintiffs and Class members.

7 365. Honda has still not made full and adequate disclosures, and continues to defraud
8 Plaintiffs and Class members by concealing material information regarding the Defect in the
9 HandsFreeLink™ system.

10 366. Plaintiffs and Class members were unaware of the omitted material facts referenced
11 herein, and they would not have acted as they did if they had known of the concealed and/or
12 suppressed facts, in that they would not have purchased or paid as much for cars with faulty
13 technology, and/or would have taken other affirmative steps in light of the information concealed
14 from them. Plaintiffs' and Class members' actions were justified. Honda was in exclusive control of
15 the material facts, and such facts were not generally known to the public, Plaintiffs, or Class
16 members.

17 367. Because of the concealment and/or suppression of facts, Plaintiffs and Class members
18 sustained damage because they own(ed) vehicles that are diminished in value as a result of Honda's
19 concealment of the true quality of those vehicles' HandsFreeLink™ systems. Had Plaintiffs and
20 Class members been aware of the defect in the HandsFreeLink™ systems installed in the Class
21 Vehicles, and the Company's disregard for the truth, Plaintiffs and Class members who purchased an
22 Acura vehicle would have paid less for their vehicles or would not have purchased them at all.

23 368. The value of Plaintiffs' and Class members' vehicles has diminished as a result of
24 Honda's fraudulent concealment of the defective HandsFreeLink™ system of the Class Vehicles,
25 which has made any reasonable consumer reluctant to purchase any of the Class Vehicles, let alone
26 pay what otherwise would have been fair market value for the vehicles.

1 369. Accordingly, Honda is liable to Plaintiffs and Class members for damages in an
2 amount to be proven at trial.

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

8 **COUNT IV**
9 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**
 (CAL. COM. CODE § 2314)

10 371. Plaintiff Kelly incorporates by reference all preceding allegations as though fully set
11 forth herein.

12 372. Plaintiff brings this claim on behalf of the Alternate California Class.

13 373. Defendant is and was at all relevant times a merchant with respect to motor vehicles
14 under Cal. Com. Code § 2104.

15 374. A warranty that the Class Vehicles were in merchantable condition was implied by
16 law in the instant transaction, pursuant to Cal. Com. Code § 2314.

17 375. Honda marketed the Class Vehicles as safe and reliable luxury vehicles. Such
18 representations formed the basis of the bargain in Plaintiff's and Class members' decisions to
19 purchase the Class Vehicles.

20 376. Plaintiff and the other Class members purchased or leased the Class Vehicles from
21 Honda, through Honda's authorized agents for retail sales, through private sellers, or were otherwise
22 expected to be the eventual purchasers of the Class Vehicles when bought from a third party. At all
23 relevant times, Honda was the manufacturer, distributor, warrantor, and/or seller of the Class
24 Vehicles.

25 377. Honda knew or had reason to know of the specific use for which the Class Vehicles
26 were purchased or leased.

1 386. Plaintiff and the other Class members are “consumers” within the meaning of the
2 Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3).

3 387. Honda is a “supplier” and “warrantor” within the meaning of the Magnuson-Moss
4 Warranty Act, 15 U.S.C. § 2301(4)-(5).

5 388. The Class Vehicles are “consumer products” within the meaning of the Magnuson-
6 Moss Warranty Act, 15 U.S.C. § 2301(1).

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

9 390. Defendant provided Plaintiff and the other Class members with an express warranty,
10 which is covered under 15 U.S.C. § 2301(6).

11 391. The Class Vehicles’ implied warranties are covered under 15 U.S.C. § 2301(7).

12 392. Defendant breached these warranties by misrepresenting the standard, quality, or
13 grade of the Class Vehicles and failing to disclose and fraudulently concealing the existence of the
14 Defect in the HandsFreeLink™ units.

15 393. Through their issuance of internal Technical Service Bulletins, Honda has
16 acknowledged that the Class Vehicles are not of the standard, quality, or grade that Defendant
17 represented.

18 394. Plaintiff and the other Class members have had sufficient direct dealings with Honda
19 or its agents (dealerships) to establish privity of contract between Honda, on the one hand, and
20 Plaintiff and the other Class members on the other hand.

21 395. Nonetheless, privity is not required here because Plaintiff and the other Class
22 members are intended third-party beneficiaries of contracts between Honda and its dealers, and
23 specifically, of its implied warranties.

24 396. Affording Honda a reasonable opportunity to cure the breach of written warranties
25 would be unnecessary and futile. Under the circumstances, the remedies available under any
26 informal settlement procedure would be inadequate and any requirement that Plaintiff and Class
27

1 members resort to an informal dispute resolution procedure and/or afford Honda a reasonable
2 opportunity to cure their breach of warranties is excused and thereby deemed satisfied.

3 397. The amount in controversy of Plaintiff's and Class members' individual claims meets
4 or exceeds the sum of \$25. The amount in controversy of this action exceeds the sum of \$50,000,
5 exclusive of interest and costs, computed on the basis of all claims to be determined in this lawsuit.

6 398. Accordingly, Honda is liable to Plaintiff and the other Class members for damages in
7 an amount to be proven at trial.

8 **B. Claims Brought on Behalf of the Alternate Delaware Class**

9 **COUNT I**
10 **VIOLATIONS OF THE DELAWARE CONSUMER FRAUD ACT**
11 **(DEL. CODE ANN. TIT. 6 § 2511, ET SEQ.)**

12 399. Plaintiff Yun-Fei Lou ("Plaintiff" for purposes of all Alternate Delaware Class
13 Counts) incorporates by reference all paragraphs as though fully set forth herein.

14 400. Plaintiff brings this claim on behalf of the Alternate Delaware Class.

15 401. Plaintiff and the other Class members, and Honda are considered "persons" within the
16 meaning of Del. Code Ann. tit. 6 § 2511(4)(2002).

17 402. The Class Vehicles are "merchandise" within the meaning of Del. Code Ann. tit. 6
18 § 2511(4).

19 403. Honda is engaged in "sales" within the meaning of Del. Code Ann. tit. 6 § 2511(6).

20 404. Section 2513 of the Delaware Consumer Fraud Act declares, "The act, use or
21 employment by any person of any deception, fraud, false pretense, false promise, misrepresentation,
22 or the concealment, suppression, or omission of any material fact with intent that others rely upon
23 such concealment, suppression or omission, in connection with the sale, lease or advertisement of
24 any merchandise, whether or not any person has in fact been misled, deceived or damaged thereby, is
25 an unlawful practice."

26 405. Defendant has violated the Delaware Consumer Fraud Act, Del. Code Ann. tit. 6 §
27 2513 by intentionally and/or negligently acting, using, or employing deception, fraud, false pretense,
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1 false promise, or misrepresentation, and the concealment, suppression, or omission of a material fact,
2 in connection with the sale, lease or advertisement of merchandise.

3 406. Defendant's unlawful practices as herein alleged were gross, oppressive, and
4 aggravated.

5 407. In purchasing or leasing the Acura vehicles, Plaintiff and the other Class members
6 were deceived by Honda's failure to disclose its knowledge of the defect in the HandsFreeLink™
7 system, which caused a parasitic drain even when the vehicle's ignition switch is off. Defendant
8 further concealed the hidden nature of the problem with the HandsFreeLink™ system, causing the
9 problem to appear intermittent and unrelated to any defect with the HandsFreeLink™ system. Each
10 of these omissions contributed to the deceptive context of Honda's unlawful advertising and
11 representations as a whole.

12 408. Plaintiff and the other Class members reasonably relied upon Honda's false
13 misrepresentations and omissions. They had no way of knowing that Honda's representations were
14 false, misleading, and incomplete. As alleged herein, Honda engaged in a pattern of deception and
15 public silence in the face of a known defect with its HandsFreeLink™ system. Plaintiff and the other
16 Class members did not, and could not, unravel Honda's deception on their own.

17 409. Honda's actions as set forth above occurred in the conduct of trade or commerce.

18 410. Honda's unfair or deceptive acts or practices were likely to and did in fact deceive
19 reasonable consumers.

20 411. Honda knew that the HandsFreeLink™ systems in the Class Vehicles were
21 defectively designed or manufactured, and prone to create a parasitic electricity drain.

22 412. Honda intentionally and knowingly misrepresented material facts regarding the Acura
23 vehicles with intent to mislead Plaintiff and the other Class members.

24 413. Honda knew or should have known that its conduct violated the Delaware Consumer
25 Fraud Act.

26 414. Honda owed Plaintiff and the other Class members a duty to disclose the truth about
27 its faulty HandsFreeLink™ system because the defect created a safety hazard and Honda:

28 i. Possessed exclusive knowledge of the Defect in the HandsFreeLink™ system;

- ii. Intentionally concealed the foregoing from Plaintiff and the Class; and/or
- iii. Made incomplete representations in advertisements and on its website, failing to warn the public or to publicly admit that the HandsFreeLink™ system was defective.

415. Honda had a duty to disclose that the HandsFreeLink™ system in the Acura vehicles was fundamentally flawed as described herein, because the Defect created a safety hazard and Plaintiff and the other Class members relied on Honda's material misrepresentations and omissions regarding the technology, benefits, efficiency, convenience, performance, and safety features of the HandsFreeLink™ system.

416. Honda's conduct proximately caused injuries to Plaintiff and the other Class members that purchased the Acura vehicles and suffered harm as alleged herein.

417. Plaintiff and the other Class members were injured and suffered ascertainable loss, injury-in-fact, and/or actual damage as a proximate result of Honda's conduct in that Plaintiff and the other Class members incurred costs related the parasitic drain caused by the Defect, including replacement of electrical components and service costs, and overpaid for their Acura vehicles that have suffered a diminution in value.

418. As a direct and proximate result of Honda's unlawful conduct, Plaintiff and the other Class members are entitled to an award of all damages, including, but not limited to, Plaintiff's and the other Class members' losses, Defendant's ill-gotten profits, reimbursement of all costs and expenses incurred by Plaintiff and the other Class members in this action, including interest and attorneys' fees.

COUNT II
FRAUDULENT CONCEALMENT
(BASED ON DELAWARE LAW)

419. Plaintiff incorporates by reference all preceding allegations as though fully set forth herein.

420. Plaintiff brings this claim on behalf of the Alternate Delaware Class.

421. Honda intentionally concealed that the HandsFreeLink™ system is defective, and prone to create a parasitic electricity drain that would strain the electrical system and repeatedly

1 deplete the car's battery, leaving owners with cars that would not start, premature battery death, and
2 damage to other components in the electric system. Honda concealed the fact that once the
3 HandsFreeLink™ system defect compromises the battery, the system "resets," hiding the problem
4 until the system gets stuck again.

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

9 423. Honda knew about the Defect in the HandsFreeLink™ system when these
10 representations were made.

11 424. The Class Vehicles purchased by Plaintiff and the other Class members contained a
12 defective HandsFreeLink™ system.

13 425. Honda had a duty to disclose that the HandsFreeLink™ system contained a
14 fundamental defect as alleged herein, because the defect created a safety hazard and Plaintiff and the
15 other Class members relied on Honda's material representations.

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

21 427. The truth about the defective HandsFreeLink™ system was known only to Honda;
22 Plaintiff and the other Class members did not know of these facts and Honda actively concealed
23 these facts from Plaintiff and the other Class members.

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

3 429. Honda's false representations and omissions were material to consumers because they
4 concerned qualities of the Class Vehicles that played a significant role in the value of the vehicles.

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

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

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

17 433. Honda has still not made full and adequate disclosures, and continues to defraud
18 Plaintiff and the other Class members by concealing material information regarding the Defect in the
19 HandsFreeLink™ system.

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

1 435. Because of the concealment and/or suppression of facts, Plaintiff and the other Class
2 members sustained damage because they own(ed) vehicles that are diminished in value as a result of
3 Honda's concealment of the true quality of those vehicles' HandsFreeLink™ systems. Had Plaintiff
4 and the other Class members been aware of the Defect in the HandsFreeLink™ systems installed in
5 the Class Vehicles, and the Company's disregard for the truth, Plaintiff and the other Class members
6 who purchased an Acura vehicle would have paid less for their vehicles or would not have purchased
7 them at all.

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

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

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

19 **COUNT III**
20 **BREACH OF THE IMPLIED WARRANTY**
21 **OF MERCHANTABILITY**
(6 DEL. C. § 2-314)

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

24 440. Plaintiff brings this claim on behalf of the Alternate Delaware Class.

25 441. This Claim is tolled by virtue of Honda's fraudulent concealment. *See, e.g.*, Section
26 V.B.

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

4 443. Honda was at all relevant times a "merchant" of motor vehicles as defined by 6 Del.
5 C. § 2-104.

6 444. The Class Vehicles are and were at all relevant times "goods" as defined by 6 Del. C.
7 § 2-105.

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

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

15 447. Honda impliedly warranted that the Class Vehicles were in merchantable condition
16 and fit for the ordinary purpose for which vehicles are used.

17 448. Because of the Defect in the HandsFreeLink™ system, the Class Vehicles were not in
18 merchantable condition when sold and are not fit for the ordinary purpose of providing safe and
19 reliable transportation.

20 449. Honda knew about the Defect in the HandsFreeLink™ unit, allowing Honda to cure
21 their breach of its warranty if it chose.

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

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

7 452. Accordingly, Honda is liable to Plaintiff and the other Class members for damages in
8 an amount to be proven at trial.

9 **COUNT IV**
10 **VIOLATIONS OF THE MAGNUSON-MOSS**
11 **WARRANTY ACT (AS APPLICABLE TO IMPLIED WARRANTY-DERIVED CLAIMS)**
12 **(15 U.S.C. § 2301, ET SEQ.)**

13 453. Plaintiff incorporates by reference all preceding allegations as though fully set forth
14 herein.

15 454. Plaintiff brings this claim on behalf of the Alternate Delaware Class.

16 455. Plaintiff satisfies the Magnuson-Moss Warranty Act ("MMWA") jurisdictional
17 requirement because he alleges diversity jurisdiction under CAFA, 28 U.S.C. § 1332(d)(2).

18 456. Plaintiff and the other Class members are "consumers" within the meaning of the
19 Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3).

20 457. Honda is a "supplier" and "warrantor" within the meaning of the Magnuson-Moss
21 Warranty Act, 15 U.S.C. § 2301(4)-(5).

22 458. The Class Vehicles are "consumer products" within the meaning of the Magnuson-
23 Moss Warranty Act, 15 U.S.C. § 2301(1).

24 459. The MMWA provides a cause of action for any consumer who is damaged by the
25 failure of a warrantor to comply with a written or implied warranty. *See* 15 U.S.C. § 2310(d)(1).

26 460. Defendant provided Plaintiff and the other Class members with an express warranty,
27 which is covered under 15 U.S.C. § 2301(6).

28 461. The Class Vehicles' implied warranties are covered under 15 U.S.C. § 2301(7).

1 462. Defendant breached these warranties by misrepresenting the standard, quality, or
2 grade of the Class Vehicles and failing to disclose and fraudulently concealing the existence of the
3 Defect in the HandsFreeLink™ units.

4 463. Through their issuance of internal Technical Service Bulletins, Honda has
5 acknowledged that the Class Vehicles are not of the standard, quality, or grade that Defendant
6 represented.

7 464. Plaintiff and the other Class members have had sufficient direct dealings with Honda
8 or its agents (dealerships) to establish privity of contract between Honda, on the one hand, and
9 Plaintiff and the other Class members on the other hand.

10 465. Nonetheless, privity is not required here because Plaintiff and the other Class
11 members are intended third-party beneficiaries of contracts between Honda and its dealers, and
12 specifically, of its implied warranties.

13 466. Affording Honda a reasonable opportunity to cure the breach of written warranties
14 would be unnecessary and futile. Under the circumstances, the remedies available under any
15 informal settlement procedure would be inadequate and any requirement that Plaintiff and the other
16 Class members resort to an informal dispute resolution procedure and/or afford Honda a reasonable
17 opportunity to cure their breach of warranties is excused and thereby deemed satisfied.

18 467. The amount in controversy of Plaintiff's and the other Class members' individual
19 claims meets or exceeds the sum of \$25. The amount in controversy of this action exceeds the sum
20 of \$50,000, exclusive of interest and costs, computed on the basis of all claims to be determined in
21 this lawsuit.

22 468. Accordingly, Honda is liable to Plaintiff and the other Class members for damages in
23 an amount to be proven at trial.

1 **C. Claims Brought on Behalf of the Alternate Kansas Class**

2 **COUNT I**
3 **VIOLATIONS OF THE KANSAS CONSUMER PROTECTION ACT (KCPA)**
4 **(K.S.A. §§ 50-623, ET SEQ.)**

5 469. Plaintiff Don Awtrey (“Plaintiff” for purposes of all Alternate Kansas Class Counts)
6 incorporates by reference all paragraphs as though fully set forth herein.

7 470. Plaintiff brings this claim on behalf of the Alternate Kansas Class.

8 471. Plaintiff and the other Class members are “consumers”, as defined by K.S.A. 50-
9 624(b) of the Kansas Consumer Protection Act.

10 472. By manufacturing vehicles for use by consumers Honda conducts regular business
11 with consumers and is therefore a “supplier”, as defined by K.S.A. 50-624(i) of the Kansas
12 Consumer Protection Act.

13 473. The sale of the Class Vehicles to the Plaintiff and the other Class members was a
14 “consumer transaction”, as defined by K.S.A. 50-624(c) of the Kansas Consumer Protection Act.

15 474. The Kansas CPA declares “[n]o supplier shall engage in any deceptive act or practice
16 in connection with a consumer transaction,” K.S.A. § 50-626(a), and that deceptive acts or practices
17 include: (1) knowingly making representations or with reason to know that “(A) Property or services
18 have sponsorship, approval, accessories, characteristics, ingredients, uses, benefits or quantities that
19 they do not have;” and “(D) property or services are of particular standard, quality, grade, style or
20 model, if they are of another which differs materially from the representation;” “(2) the willful use,
21 in any oral or written representation, of exaggeration, falsehood, innuendo or ambiguity as to a
22 material fact;” and “(3) the willful failure to state a material fact, or the willful concealment,
23 suppression or omission of a material fact.” The Kansas CPA also provides that “[n]o supplier shall
24 engage in any unconscionable act or practice in connection with a consumer transaction.” K.S.A.
25 § 50-627(a).

26 475. The willful conduct of Honda as set forth herein constitutes unfair or deceptive acts or
27 practices, including, but not limited to, Honda’s manufacture and sale of vehicles with the HFL
28 Defect, which Honda failed to adequately investigate, disclose and remedy. Further, Honda knew

1 about the Defect prior to the sale of the Class Vehicles but did not disclose the existence of this
2 Defect to Plaintiff and the other Class members. Honda engaged in unconscionable acts and practices
3 by omitting information regarding the safety and reliability of the Class Vehicles.

4 476. Honda's actions as set forth above occurred in the conduct of trade or commerce.

5 477. All of the wrongful conduct alleged herein occurred, and continues to occur, in the
6 conduct of Honda's business and has the potential for repetition.

7 598. Honda's actions as set forth above induced Plaintiff and the other Class members to purchase
8 their Class Vehicles from Honda and/or pay a higher price for their Class Vehicles than they
9 otherwise would have.

10 478. Plaintiff and the other Class members were injured as a result of Honda's conduct in
11 that Plaintiff and the other Class members overpaid for their Class Vehicles and did not receive the
12 benefit of their bargain, and their Class Vehicles have suffered a diminution in value. These injuries
13 are the direct and natural consequence of Honda's omissions.

14 479. Honda's conduct proximately caused injuries to Plaintiff and the other Class
15 members.

16 480. Honda is liable for statutory damages in the amount of \$10,000 pursuant to K.S.A. 50-
17 636 for each violation of the KCPA.

18 481. Honda is liable to Plaintiff and the other Class members for damages in amounts to be
19 proven at trial, including attorneys' fees, costs, and damages.

20 **COUNT II**
21 **FRAUDULENT CONCEALMENT**
22 **(BASED ON KANSAS LAW)**

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

25 483. Plaintiff brings this claim on behalf of the Alternate Kansas Class.

26 484. Honda intentionally concealed that the HandsFreeLink™ system is defective, and
27 prone to create a parasitic electricity drain that would strain the electrical system and repeatedly
28 deplete the car's battery, leaving owners with cars that would not start, premature battery death, and

1 damage to other components in the electric system. Honda concealed the fact that once the
2 HandsFreeLink™ system defect compromises the battery, the system “resets,” hiding the problem
3 until the system gets stuck again.

4 485. Honda further affirmatively misrepresented to Plaintiff in advertising and other forms
5 of communication, including standard and uniform material provided with each car and on its
6 website, that the Class Vehicles it was selling had no significant defects, that the HandsFreeLink™
7 was a safety feature, reliable, and would perform and operate properly.

8 486. Honda knew about the Defect in the HandsFreeLink™ system when these
9 representations were made.

10 487. The Class Vehicles purchased by Plaintiff and the other Class members contained a
11 defective HandsFreeLink™ system.

12 488. Honda had a duty to disclose that the HandsFreeLink™ system contained a
13 fundamental defect as alleged herein, because the defect created a safety hazard and Plaintiff and the
14 other Class members relied on Honda’s material representations.

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

20 490. The truth about the defective HandsFreeLink™ system was known only to Honda;
21 Plaintiff and the other Class members did not know of these facts and Honda actively concealed
22 these facts from Plaintiff and the other Class members.

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

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

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

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

11 495. Honda's disclosures were misleading, deceptive, and incomplete because they failed
12 to inform consumers of the additional facts regarding the Defect in the HandsFreeLink™ system as
13 set forth herein. These omitted and concealed facts were material because they directly impact the
14 value of the Class Vehicles purchased by Plaintiff and the other Class members.

15 496. Honda has still not made full and adequate disclosures, and continues to defraud
16 Plaintiff and the other Class members by concealing material information regarding the Defect in the
17 HandsFreeLink™ system.

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

25 498. Because of the concealment and/or suppression of facts, Plaintiff and the other Class
26 members sustained damage because they own(ed) vehicles that are diminished in value as a result of
27 Honda's concealment of the true quality of those vehicles' HandsFreeLink™ systems. Had Plaintiff
28

1 and the other Class members been aware of the Defect in the HandsFreeLink™ systems installed in
2 the Class Vehicles, and the Company's disregard for the truth, Plaintiff and the other Class members
3 who purchased an Acura vehicle would have paid less for their vehicles or would not have purchased
4 them at all.

5 499. The value of Plaintiff's and the other Class members' vehicles has diminished as a
6 result of Honda's fraudulent concealment of the defective HandsFreeLink™ system of the Class
7 Vehicles, which has made any reasonable consumer reluctant to purchase any of the Class Vehicles,
8 let alone pay what otherwise would have been fair market value for the vehicles.

9 500. Accordingly, Honda is liable to Plaintiff and the other Class members for damages in
10 an amount to be proven at trial.

11 501. Honda's acts were done wantonly, maliciously, oppressively, deliberately, with intent
12 to defraud, and in reckless disregard of Plaintiff's and the other Class members' rights and the
13 representations that Honda made to them, in order to enrich Honda. Honda's conduct warrants an
14 assessment of punitive damages in an amount sufficient to deter such conduct in the future, which
15 amount is to be determined according to proof.

16 **COUNT III**
17 **BREACH OF THE IMPLIED WARRANTY**
18 **OF MERCHANTABILITY**
19 **(K.S.A. § 84-2-314)**

20 502. Plaintiff incorporates by reference all preceding allegations as though fully set forth
21 herein.

22 503. Plaintiff brings this claim on behalf of the Alternate Kansas Class.

23 504. This Claim is tolled by virtue of Honda's fraudulent concealment. *See, e.g.,* Section
24 V.B.

25 505. Honda marketed the Class Vehicles as safe and reliable luxury vehicles. Such
26 representations formed the basis of the bargain in Plaintiff's and the other Class members' decisions
27 to purchase the Class Vehicles.
28

1 506. Honda was at all relevant times a “merchant” of motor vehicles as defined by K.S.A.
2 § 84-2-104.

3 507. The Class Vehicles are and were at all relevant times “goods” as defined by K.S.A. §
4 84-2-105.

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

10 509. Honda knew or had reason to know of the specific use for which the Class Vehicles
11 were purchased or leased.

12 510. Honda impliedly warranted that the Class Vehicles were in merchantable condition
13 and fit for the ordinary purpose for which vehicles are used.

14 511. Because of the Defect in the HandsFreeLink™ system, the Class Vehicles were not in
15 merchantable condition when sold and are not fit for the ordinary purpose of providing safe and
16 reliable transportation.

17 512. Honda knew about the Defect in the HandsFreeLink™ unit, allowing Honda to cure
18 their breach of its warranty if it chose.

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

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

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

7 **COUNT IV**
8 **VIOLATIONS OF THE MAGNUSON-MOSS**
9 **WARRANTY ACT (AS APPLICABLE TO IMPLIED WARRANTY-DERIVED CLAIMS)**
10 **(15 U.S.C. § 2301, ET SEQ.)**

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

13 517. Plaintiff brings this claim on behalf of the Alternate Kansas Class.

14 518. Plaintiff satisfies the Magnuson-Moss Warranty Act ("MMWA") jurisdictional
15 requirement because he alleges diversity jurisdiction under CAFA, 28 U.S.C. § 1332(d)(2).

16 519. Plaintiff and the other Class members are "consumers" within the meaning of the
17 Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3).

18 520. Honda is a "supplier" and "warrantor" within the meaning of the Magnuson-Moss
19 Warranty Act, 15 U.S.C. § 2301(4)-(5).

20 521. The Class Vehicles are "consumer products" within the meaning of the Magnuson-
21 Moss Warranty Act, 15 U.S.C. § 2301(1).

22 522. The MMWA provides a cause of action for any consumer who is damaged by the
23 failure of a warrantor to comply with a written or implied warranty. *See* 15 U.S.C. § 2310(d)(1).

24 523. Defendant provided Plaintiff and the other Class members with an express warranty,
25 which is covered under 15 U.S.C. § 2301(6).

26 524. The Class Vehicles' implied warranties are covered under 15 U.S.C. § 2301(7).

27 525. Defendant breached these warranties by misrepresenting the standard, quality, or
28 grade of the Class Vehicles and failing to disclose and fraudulently concealing the existence of the
Defect in the HandsFreeLink™ units.

1 526. Through their issuance of internal Technical Service Bulletins, Honda has
2 acknowledged that the Class Vehicles are not of the standard, quality, or grade that Defendant
3 represented.

4 527. Plaintiff and the other Class members have had sufficient direct dealings with Honda
5 or its agents (dealerships) to establish privity of contract between Honda, on the one hand, and
6 Plaintiff and the other Class members on the other hand.

7 528. Nonetheless, privity is not required here because Plaintiff and the other Class
8 members are intended third-party beneficiaries of contracts between Honda and its dealers, and
9 specifically, of its implied warranties.

10 529. Affording Honda a reasonable opportunity to cure the breach of written warranties
11 would be unnecessary and futile. Under the circumstances, the remedies available under any
12 informal settlement procedure would be inadequate and any requirement that Plaintiff and the other
13 Class members resort to an informal dispute resolution procedure and/or afford Honda a reasonable
14 opportunity to cure their breach of warranties is excused and thereby deemed satisfied.

15 530. The amount in controversy of Plaintiff's and the other Class members' individual
16 claims meets or exceeds the sum of \$25. The amount in controversy of this action exceeds the sum
17 of \$50,000, exclusive of interest and costs, computed on the basis of all claims to be determined in
18 this lawsuit.

19 531. Accordingly, Honda is liable to Plaintiff and the other Class members for damages in
20 an amount to be proven at trial.

21
22 **D. Claims Brought on Behalf of the Alternate New Hampshire Class**

23 **COUNT I**
24 **VIOLATIONS OF NEW HAMPSHIRE CONSUMER**
25 **PROTECTION ACT**
26 **(N.H.R.S.A. § 358-A, ET SEQ.)**

27 532. Plaintiff Melissa Yeung ("Plaintiff" for purposes of all Alternate New Hampshire
28 Class Counts) incorporates by reference all paragraphs as though fully set forth herein.

533. Plaintiff brings this claim on behalf of the Alternate New Hampshire Class.

1 534. Plaintiff, Honda, and the other Class members are “persons”, as defined in
2 N.H.R.S.A. § 358-A:1.

3 535. Honda’s acts and practices complained of herein were considered “Trade” and
4 “Commerce” as defined in N.H.R.S.A. § 358-A:1.

5 536. Section 358A-2 of the New Hampshire Consumer Protection Act states, “It shall be
6 unlawful for any person to use any unfair method of competition or any unfair or deceptive act or
7 practice in the conduct of any trade or commerce within this state.”

8 537. As detailed herein, by not disclosing the defective nature of the HandsFreeLink™
9 system Honda has willfully and knowingly engaged in an unfair and deceptive acts in the conduct of
10 trade and commerce within the State of New Hampshire thereby violating section 358A-2 of the
11 New Hampshire Consumer Protection Act.

12 538. In purchasing or leasing the Class Vehicles, Plaintiff and the other Class members
13 were deceived by Honda’s failure to disclose that the HandsFreeLink™ system in the Class Vehicles
14 was defective.

15 539. Plaintiff and the other Class members reasonably relied upon Honda’s false
16 misrepresentations and omissions. They had no way of knowing that Honda’s representations were
17 false, misleading, and incomplete. As alleged herein, Honda willfully and knowingly engaged in a
18 pattern of deception and public silence in the face of a known defect with its HandsFreeLink™
19 system. Plaintiff and the other Class members did not, and could not, unravel Honda’s deception on
20 their own.

21 540. Honda’s actions as set forth above occurred in the conduct of trade or commerce.

22 541. Honda’s unfair or deceptive acts or practices were likely to and did in fact deceive
23 reasonable consumers.

24 542. Honda willfully and knowingly misrepresented material facts regarding the Class
25 Vehicles with intent to mislead Plaintiff and the other Class members.

26 543. Honda knew or should have known that its conduct violated the New Hampshire
27 Consumer Protection Act.

1 552. Plaintiff brings this claim on behalf of the Alternate New Hampshire Class.

2 553. Honda intentionally concealed that the HandsFreeLink™ system is defective, and
3 prone to create a parasitic electricity drain that would strain the electrical system and repeatedly
4 deplete the car's battery, leaving owners with cars that would not start, premature battery death, and
5 damage to other components in the electric system. Honda concealed the fact that once the
6 HandsFreeLink™ system defect compromises the battery, the system "resets," hiding the problem
7 until the system gets stuck again.

8 554. Honda further affirmatively misrepresented to Plaintiff in advertising and other forms
9 of communication, including standard and uniform material provided with each car and on its
10 website, that the Class Vehicles it was selling had no significant defects, that the HandsFreeLink™
11 was a safety feature, reliable, and would perform and operate properly.

12 555. Honda knew about the Defect in the HandsFreeLink™ system when these
13 representations were made.

14 556. The Class Vehicles purchased by Plaintiff and the other Class members contained a
15 defective HandsFreeLink™ system.

16 557. Honda had a duty to disclose that the HandsFreeLink™ system contained a
17 fundamental defect as alleged herein, because the defect created a safety hazard and Plaintiff and the
18 other Class members relied on Honda's material representations.

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

24 559. The truth about the defective HandsFreeLink™ system was known only to Honda;
25 Plaintiff and the other Class members did not know of these facts and Honda actively concealed
26 these facts from Plaintiff and the other Class members.

1 560. Plaintiff and the other Class members reasonably relied upon Honda's deception.
2 They had no way of knowing that Honda's representations were false, misleading, or incomplete. As
3 consumers, Plaintiff and the other Class members did not, and could not, unravel Honda's deception
4 on their own. Rather, Honda intended to deceive Plaintiff and the other Class members by
5 concealing the true facts about the Class Vehicles' HandsFreeLink™ systems.

6 561. Honda's false representations and omissions were material to consumers because they
7 concerned qualities of the Class Vehicles that played a significant role in the value of the vehicles.

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

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

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

20 565. Honda has still not made full and adequate disclosures, and continues to defraud
21 Plaintiff and the other Class members by concealing material information regarding the Defect in the
22 HandsFreeLink™ system.

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

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

3 567. Because of the concealment and/or suppression of facts, Plaintiff and the other Class
4 members sustained damage because they own(ed) vehicles that are diminished in value as a result of
5 Honda's concealment of the true quality of those vehicles' HandsFreeLink™ systems. Had Plaintiff
6 and the other Class members been aware of the Defect in the HandsFreeLink™ systems installed in
7 the Class Vehicles, and the Company's disregard for the truth, Plaintiff and the other Class members
8 who purchased an Acura vehicle would have paid less for their vehicles or would not have purchased
9 them at all.

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

14 569. Accordingly, Honda is liable to Plaintiff and the other Class members for damages in
15 an amount to be proven at trial.

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

21 **COUNT III**
22 **BREACH OF IMPLIED WARRANTY**
(N.H. REV. STAT. ANN. § 382-A: 2-314)

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

25 572. Plaintiff brings this claim on behalf of the Alternate New Hampshire Class.

26 573. This Claim is tolled by virtue of Honda's fraudulent concealment. *See, e.g.*, Section
27 V.B.

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

4 575. Honda was at all relevant times a "merchant" as defined by N.H. Rev. Stat. Ann. §
5 382-A:2-104.

6 576. The Class Vehicles are and were at all relevant times "goods" as defined by N.H. Rev.
7 Stat. Ann. § 382-A:2-105.

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

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

15 579. Honda impliedly warranted that the Class Vehicles were in merchantable condition
16 and fit for the ordinary purpose for which vehicles are used.

17 580. Because of the Defect in the HandsFreeLink™ system, the Class Vehicles were not in
18 merchantable condition when sold and are not fit for the ordinary purpose of providing safe and
19 reliable transportation.

20 581. Honda knew about the Defect in the HandsFreeLink™ unit, allowing Honda to cure
21 their breach of its warranty if it chose.

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

1 limitations, the terms of which unreasonably favored Honda. A gross disparity in bargaining power
2 existed between Honda and other Class members, and Honda knew of the Defect at the time of sale.

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

7 584. Accordingly, Honda is liable to Plaintiff and the other Class members for damages in
8 an amount to be proven at trial.

9 **COUNT IV**
10 **VIOLATIONS OF THE MAGNUSON-MOSS**
11 **WARRANTY ACT (AS APPLICABLE TO IMPLIED WARRANTY-DERIVED CLAIMS)**
12 **(15 U.S.C. § 2301, ET SEQ.)**

13 585. Plaintiff incorporates by reference all preceding allegations as though fully set forth
14 herein.

15 586. Plaintiff brings this claim on behalf of the Alternate New Hampshire Class.

16 587. Plaintiff satisfies the Magnuson-Moss Warranty Act ("MMWA") jurisdictional
17 requirement because she alleges diversity jurisdiction under CAFA, 28 U.S.C. § 1332(d)(2).

18 588. Plaintiff and the other Class members are "consumers" within the meaning of the
19 Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3).

20 589. Honda is a "supplier" and "warrantor" within the meaning of the Magnuson-Moss
21 Warranty Act, 15 U.S.C. § 2301(4)-(5).

22 590. The Class Vehicles are "consumer products" within the meaning of the Magnuson-
23 Moss Warranty Act, 15 U.S.C. § 2301(1).

24 591. The MMWA provides a cause of action for any consumer who is damaged by the
25 failure of a warrantor to comply with a written or implied warranty. *See* 15 U.S.C. § 2310(d)(1).

26 592. Defendant provided Plaintiff and the other Class members with an express warranty,
27 which is covered under 15 U.S.C. § 2301(6).

28 593. The Class Vehicles' implied warranties are covered under 15 U.S.C. § 2301(7).

1 594. Defendant breached these warranties by misrepresenting the standard, quality, or
2 grade of the Class Vehicles and failing to disclose and fraudulently concealing the existence of the
3 Defect in the HandsFreeLink™ units.

4 595. Through their issuance of internal Technical Service Bulletins, Honda has
5 acknowledged that the Class Vehicles are not of the standard, quality, or grade that Defendant
6 represented.

7 596. Plaintiff and the other Class members have had sufficient direct dealings with Honda
8 or its agents (dealerships) to establish privity of contract between Honda, on the one hand, and
9 Plaintiff and the other Class members on the other hand.

10 597. Nonetheless, privity is not required here because Plaintiff and the other Class
11 members are intended third-party beneficiaries of contracts between Honda and its dealers, and
12 specifically, of its implied warranties.

13 598. Affording Honda a reasonable opportunity to cure the breach of written warranties
14 would be unnecessary and futile. Under the circumstances, the remedies available under any
15 informal settlement procedure would be inadequate and any requirement that Plaintiff and the other
16 Class members resort to an informal dispute resolution procedure and/or afford Honda a reasonable
17 opportunity to cure their breach of warranties is excused and thereby deemed satisfied.

18 599. The amount in controversy of Plaintiff's and the other Class members' individual
19 claims meets or exceeds the sum of \$25. The amount in controversy of this action exceeds the sum
20 of \$50,000, exclusive of interest and costs, computed on the basis of all claims to be determined in
21 this lawsuit.

22 600. Accordingly, Honda is liable to Plaintiff and the other Class members for damages in
23 an amount to be proven at trial.

1 **E. Claims Brought on Behalf of the Alternate New York Class**

2 **COUNT I**
3 **VIOLATIONS OF NEW YORK GENERAL BUSINESS LAW § 349**
4 **(N.Y. GEN. BUS. LAW § 349)**

5 601. Plaintiff Joy Matza (“Plaintiff” for purposes of all Alternate New York Class Counts)
6 incorporates by reference all paragraphs as though fully set forth herein.

7 602. Plaintiff brings this claim on behalf of the Alternate New York Class.

8 603. New York’s General Business Law § 349 makes unlawful “[d]eceptive acts or
9 practices in the conduct of any business, trade or commerce.”

10 604. By failing to release material facts about the Defect, Honda curtailed or reduced the
11 ability of consumers to take notice of material facts about their vehicle, and/or it affirmatively
12 operated to hide or keep those facts from consumers. Moreover, Honda has otherwise engaged in
13 activities with a tendency or capacity to deceive. Honda also engaged in unlawful trade practices by
14 employing deception, deceptive acts or practices, fraud, misrepresentations, unfair practices, and/or
15 concealment, suppression or omission of any material fact with intent that others rely upon such
16 concealment, suppression or omission, in connection with the sale of Class Vehicles.

17 605. Honda knew it had installed a defective HandsFreeLink™ system since at least 2005,
18 when they issued the Technical Service Bulletin discussed herein.

19 606. By failing to disclose and by actively concealing the defect in the HandsFreeLink™
20 system, by marketing its vehicles as safe, reliable and of high quality, and by presenting itself as a
21 reputable manufacturer that valued safety and reliability and stood behind its vehicles after they were
22 sold, Honda engaged in deceptive business practices in violation of the NY GBL §349.

23 607. In the course of Honda’s business, it willfully failed to disclose and actively
24 concealed the defect in the HandsFreeLink™ system discussed herein. Honda compounded the
25 deception by repeatedly asserting Class Vehicles were safe, reliable, and of high quality, and by
26 claiming to be a reputable manufacturer that valued safety, and stood behind its vehicles once they
27 are on the road.
28

1 608. Honda's unfair or deceptive acts or practices, including these concealments,
2 omissions, and suppressions of material facts, had a tendency or capacity to mislead, tended to create
3 a false impression in consumers, and did in fact deceive reasonable consumers, including Plaintiff
4 and the other Class members, about true reliability of Class Vehicles and the ability to use the
5 HandsFreeLink™ system without compromising their batteries

6 609. Honda intentionally and knowingly misrepresented material facts regarding the Class
7 Vehicles with an intent to mislead Plaintiff and the other Class members, including without
8 limitation by failing to disclose the defects in light of circumstances under which the omitted facts
9 were necessary in order to correct the assumptions, inferences or representations being made by
10 Honda about the reliability and safety of its vehicles. Consequently, the failure to disclose such facts
11 amounts to misleading statements pursuant to NY GBL §349.

12 610. Because Honda knew or believed that its statements regarding the reliability and
13 safety of its vehicles were not in accord with the facts and/or had no reasonable basis for such
14 statements in light of its knowledge of these defects, Honda engaged in fraudulent misrepresentations
15 pursuant to NY GBL §349.

16 611. Honda's conduct as described herein is unethical, oppressive, or unscrupulous and/or
17 it presented a risk of substantial injury to consumers. Such acts are unfair practices in violation of
18 NY GBL §349.

19 612. Honda knew or should have known that its conduct violated NY GBL §349.

20 613. As alleged above, Honda made material statements about the reliability and safety of
21 the Class Vehicles and the Honda brand that were either false, misleading, and/or half-truths in
22 violation of NY GBL §349

23 614. Honda owed Plaintiff and the other Class members a duty to disclose the truth about
24 its faulty HandsFreeLink™ system because the defect created a safety hazard and Honda:

- 25 i. Possessed exclusive knowledge of the Defect in the HandsFreeLink™
26 system, which caused parasitic electricity drain that would repeatedly
27 deplete the car's battery;
- 28 ii. Intentionally concealed the foregoing from Plaintiff and the other Class
 members; and/or

1 iii. Made incomplete representations in advertisements and on its website,
2 failing to warn the public or to publicly admit that the
3 HandsFreeLink™ system was defective.

4 615. Honda's fraudulent use of the HandsFreeLink™ system and its concealment of the
5 true defective nature of the system were material to Plaintiff and the other Class members.

6 616. Plaintiff and the other Class members suffered ascertainable loss caused by Honda's
7 misrepresentations and its concealment of and failure to disclose material information. Class
8 members who purchased the Class Vehicles either would have paid less for their vehicles or would
9 not have purchased or leased them at all but for Honda's violations of NY GBL §349.

10 617. Honda had an ongoing duty to all its customers to refrain from unfair and deceptive
11 practices under the NY GBL §349. All owners of Class Vehicles suffered ascertainable loss in the
12 form of the diminished value of their vehicles as a result of Honda's deceptive and unfair acts and
13 practices made in the course of Honda's business.

14 618. Honda's violations present a continuing risk to Plaintiff and the other Class members
15 as well as to the general public. Honda's unlawful acts and practices complained of herein affect the
16 public interest.

17 619. As a direct and proximate result of Honda's violations of NY GBL §349, Plaintiff and
18 the other Class members have suffered injury-in-fact and/or actual damage.

19 620. Honda is liable to Plaintiff and the other Class members for damages in amounts to be
20 proven at trial, including attorneys' fees, costs, and punitive damages, as well as injunctive relief
21 enjoining Honda's unfair and deceptive practices, and any other just and proper relief under NY
22 GBL §349.

23 **COUNT II**
24 **FRAUDULENT CONCEALMENT**
25 **(BASED ON NEW YORK LAW)**

26 621. Plaintiff incorporates by reference all preceding allegations as though fully set forth
27 herein.

28 622. Plaintiff brings this claim on behalf of the Alternate New York Class.

1 623. Honda intentionally concealed that the HandsFreeLink™ system is defective, and
2 prone to create a parasitic electricity drain that would strain the electrical system and repeatedly
3 deplete the car's battery, leaving owners with cars that would not start, premature battery death, and
4 damage to other components in the electric system. Honda concealed the fact that once the
5 HandsFreeLink™ system defect compromises the battery, the system "resets," hiding the problem
6 until the system gets stuck again.

7 624. Honda further affirmatively misrepresented to Plaintiff in advertising and other forms
8 of communication, including standard and uniform material provided with each car and on its
9 website, that the Class Vehicles it was selling had no significant defects, that the HandsFreeLink™
10 was a safety feature, reliable, and would perform and operate properly.

11 625. Honda knew about the Defect in the HandsFreeLink™ system when these
12 representations were made.

13 626. The Class Vehicles purchased by Plaintiff and the other Class members contained a
14 defective HandsFreeLink™ system.

15 627. Honda had a duty to disclose that the HandsFreeLink™ system contained a
16 fundamental defect as alleged herein, because the defect created a safety hazard and Plaintiff and the
17 other Class members relied on Honda's material representations.

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

23 629. The truth about the defective HandsFreeLink™ system was known only to Honda;
24 Plaintiff and the other Class members did not know of these facts and Honda actively concealed
25 these facts from Plaintiff and the other Class members.

1 630. Plaintiff and the other Class members reasonably relied upon Honda's deception.
2 They had no way of knowing that Honda's representations were false, misleading, or incomplete. As
3 consumers, Plaintiff and the other Class members did not, and could not, unravel Honda's deception
4 on their own. Rather, Honda intended to deceive Plaintiff and Class members.

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

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

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

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

19 635. Honda has still not made full and adequate disclosures, and continues to defraud
20 Plaintiff and the other Class members by concealing material information regarding the Defect in the
21 HandsFreeLink™ system.

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

3 637. Because of the concealment and/or suppression of facts, Plaintiff and the other Class
4 members sustained damage because they own(ed) vehicles that are diminished in value as a result of
5 Honda's concealment of the true quality of those vehicles' HandsFreeLink™ systems. Had Plaintiff
6 and the other Class members been aware of the Defect in the HandsFreeLink™ systems installed in
7 the Class Vehicles, and the Company's disregard for the truth, Plaintiff and the other Class members
8 who purchased an Acura vehicle would have paid less for their vehicles or would not have purchased
9 them at all.

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

14 639. Accordingly, Honda is liable to Plaintiff and the other Class members for damages in
15 an amount to be proven at trial.

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

21 **COUNT III**
22 **BREACH OF IMPLIED WARRANTY**
23 **(N.Y. U.C.C. LAW § 2-315)**

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

26 642. Plaintiff brings this claim on behalf of the Alternate New York Class.

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

4 644. Honda was at all relevant times a "merchant" of motor vehicles as defined by N.Y.
5 U.C.C. Law § 2-104.

6 645. In connection with the purchase or lease of each of the Class Vehicles, Honda
7 provided warranty coverage for the Class Vehicles for 4 years or 50,000 miles, which obliges Honda
8 to repair or replace any part that is defective under normal use.

9 646. Honda's warranty formed a basis of the bargain that was reached when Plaintiff and
10 the other Class members purchased their Class Vehicles.

11 647. Plaintiff and the other Class members owned Class Vehicles with defective
12 HandsFreeLink™ units within the warranty period but had no knowledge of the existence of the
13 Defect, which was known and concealed by Honda.

14 648. Despite the existence of the warranty, Honda failed to inform Plaintiff and the other
15 Class members that the Class Vehicles contained the defective HandsFreeLink™ units during the
16 warranty periods, and, thus, wrongfully transferred the costs of repair or replacement to Plaintiff and
17 the other Class members.

18 649. Honda breached the express warranty promising to repair and correct a manufacturing
19 defect or defect in materials or workmanship of any parts they supplied.

20 650. Honda knew about the Defect in the HandsFreeLink™ unit, allowing Honda to cure
21 their breach of its warranty if it chose.

22 651. However, Honda concealed the Defect and, on information and belief, has refused to
23 repair or replace the HandsFreeLink™ unit free of charge outside of the warranty periods despite the
24 Defect's existence at the time of sale or lease of the Class Vehicles.

25 652. Any attempt by Honda to disclaim or limit recovery to the terms of the express
26 warranties is unconscionable and unenforceable here. Specifically, Honda's warranty limitation is
27 unenforceable because they knowingly sold or leased a defective product without informing
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1 consumers about the defect. The time limits contained in Honda’s warranty periods were also
2 unconscionable and inadequate to protect Plaintiff and the other Class members. Among other
3 things, Plaintiff and the other Class members had no meaningful choice in determining these time
4 limitations, the terms of which unreasonably favored Honda. A gross disparity in bargaining power
5 existed between Honda and other Class members, and Honda knew that the HandsFreeLink™ units
6 were defective at the time of sale.

7 653. Further, the limited warranty promising to repair and/or correct a manufacturing
8 defect fails in its essential purpose because the contractual remedy is insufficient to make Plaintiff
9 and the other Class members whole because the replacement part used by Honda contains the same
10 defect. Affording Honda a reasonable opportunity to cure the breach of written warranties therefore
11 would be unnecessary and futile.

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

14 **COUNT IV**
15 **VIOLATIONS OF THE MAGNUSON-MOSS**
16 **WARRANTY ACT (AS APPLICABLE TO IMPLIED WARRANTY-DERIVED CLAIMS)**
17 **(15 U.S.C. § 2301, ET SEQ.)**

18 655. Plaintiff incorporates by reference all preceding allegations as though fully set forth
19 herein.

20 656. Plaintiff brings this claim on behalf of the Alternate New York Class.

21 657. Plaintiff satisfies the Magnuson-Moss Warranty Act (“MMWA”) jurisdictional
22 requirement because she alleges diversity jurisdiction under CAFA, 28 U.S.C. § 1332(d)(2).

23 658. Plaintiff and the other Class members are “consumers” within the meaning of the
24 Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3).

25 659. Honda is a “supplier” and “warrantor” within the meaning of the Magnuson-Moss
26 Warranty Act, 15 U.S.C. § 2301(4)-(5).

27 660. The Class Vehicles are “consumer products” within the meaning of the Magnuson-
28 Moss Warranty Act, 15 U.S.C. § 2301(1).

1 661. The MMWA provides a cause of action for any consumer who is damaged by the
2 failure of a warrantor to comply with a written or implied warranty. *See* 15 U.S.C. § 2310(d)(1).

3 662. Defendant provided Plaintiff and the other Class members with an express warranty,
4 which is covered under 15 U.S.C. § 2301(6).

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

6 664. Defendant breached these warranties by misrepresenting the standard, quality, or
7 grade of the Class Vehicles and failing to disclose and fraudulently concealing the existence of the
8 Defect in the HandsFreeLink™ units.

9 665. Through their issuance of internal Technical Service Bulletins, Honda has
10 acknowledged that the Class Vehicles are not of the standard, quality, or grade that Defendant
11 represented.

12 666. Plaintiff and the other Class members have had sufficient direct dealings with Honda
13 or its agents (dealerships) to establish privity of contract between Honda, on the one hand, and
14 Plaintiff and the other Class members on the other hand.

15 667. Nonetheless, privity is not required here because Plaintiff and the other Class
16 members are intended third-party beneficiaries of contracts between Honda and its dealers, and
17 specifically, of its implied warranties.

18 668. Affording Honda a reasonable opportunity to cure the breach of written warranties
19 would be unnecessary and futile. Under the circumstances, the remedies available under any
20 informal settlement procedure would be inadequate and any requirement that Plaintiff and the other
21 Class members resort to an informal dispute resolution procedure and/or afford Honda a reasonable
22 opportunity to cure their breach of warranties is excused and thereby deemed satisfied.

23 669. The amount in controversy of Plaintiff's and the other Class members' individual
24 claims meets or exceeds the sum of \$25. The amount in controversy of this action exceeds the sum
25 of \$50,000, exclusive of interest and costs, computed on the basis of all claims to be determined in
26 this lawsuit.

1 of the inherent defect in the HandsFreeLink™ systems prior to and at the time of purchase; (v)
2 failing to disclose, either through warnings or recall notices, and/or actively concealing, the fact that
3 the HandsFreeLink™ systems were defective, even though Honda knew about the defects as early as
4 July 2005, if not before; (vi) representing that defects in the vehicles would be covered under its
5 warranty program, while systematically replacing the HandsFreeLink™ units with equally defective
6 HandsFreeLink™ units, only repairing/replacing the symptoms of the defect (the failed batteries,
7 alternators, and other essential electrical components), and/or depriving purchasers who would have
8 come in during their warranty periods of the opportunity to do so; and (vii) causing Plaintiff and the
9 other Class members to expend sums of money to (repeatedly) service, repair and/or replace their
10 HandsFreeLink™ units and other essential electrical components, such as batteries and alternators,
11 despite Honda's knowledge of the defect.

12 677. Honda's systematic practice of failing to disclose the defect in the HandsFreeLink™
13 systems, failing to give adequate warnings about defects in the HandsFreeLink™ systems, and
14 failing to repair the HandsFreeLink™ systems is unfair because these acts or practices offend public
15 policy established by statutes, regulations, the common law or otherwise, including, but not limited
16 to, the public policy established by RCW 46.70.005, RCW 46.70.101, and RCW 46.70.180.

17 678. Honda's systematic practice of failing to disclose the defect in the HandsFreeLink™
18 systems, failing to give adequate warnings about defects in the HandsFreeLink™ systems, and
19 failing to repair the HandsFreeLink™ systems is unfair because this practice allowed Honda to
20 continue to charge consumers a premium price for these vehicles and the HandsFreeLink™ systems.
21 This practice also misled owners during the warranty period and allowed Honda to avoid having to
22 fulfill its contractual obligations under the warranty.

23 679. Honda's systematic practice of failing to disclose the defect in the HandsFreeLink™
24 systems, failing to give adequate warnings regarding the defects in the HandsFreeLink™ systems,
25 and failing to repair the HandsFreeLink™ systems is unfair because these acts or practices: (1) cause
26 substantial financial injury to Plaintiff and the other Class members; (2) are not outweighed by any
27 countervailing benefits to consumers or competitors, and create an unreasonable safety risk for
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1 Plaintiff, Class members, and other members of the public; and (3) are not reasonably avoidable by
2 consumers.

3 680. Honda's unfair acts and practices affect the public interest, because these acts and
4 practices have injured and have the capacity to injure other persons. Honda's unfair acts and
5 practices also offend the public policy laid out in RCW 46.70.005, RCW 46.70.101, and
6 RCW 46.70.180, and that statute specifically provides: "Any violation of this chapter is deemed to
7 affect the public interest and constitutes a violation of chapter 19.86 RCW" in RCW 46.70.310.

8 681. These unfair acts and practices were committed in the general course of Honda's
9 business.

10 682. As a direct and proximate result of Honda's unfair acts or practices, Plaintiff and the
11 other Class members suffered injury in fact and lost money. Honda's unfair or deceptive acts or
12 practices resulted in Plaintiff and the other Class members: (i) expending out-of-pocket monies to
13 service their vehicles, including for repairs or replacements of batteries, alternators, and other
14 electrical components drained or strained by the defective HandsFreeLink™ systems, and/or
15 replacement of the HandsFreeLink™ systems or disconnection of HandsFreeLink™ systems, as well
16 as loss of use while their vehicles were being serviced; (ii) the failure of consideration in connection
17 with and/or difference in value arising out of the variance between the vehicles as warranted and the
18 vehicles containing the defect; and (iii) the diminution of resale value of the vehicles resulting from
19 the defect.

20 683. Plaintiff and the other Class members are therefore entitled to legal relief against
21 Honda, including recovery of actual damages, treble damages, attorneys' fees, costs of suit, and such
22 further relief as the Court may deem proper.

23 684. Plaintiff and the other Class members are also entitled to injunctive relief in the form
24 of an order prohibiting Honda from engaging in the alleged misconduct and such other equitable
25 relief as the Court deems appropriate, including, but not limited to, disgorgement, for the benefit of
26 the class members, of all or part of the ill-gotten profits Honda received from the failure to disclose
27 defect in the HandsFreeLink™ system.

COUNT II
VIOLATIONS OF THE WASHINGTON CONSUMER PROTECTION ACT – DECEPTIVE
BUSINESS PRACTICES
(RCW 19.86.010, ET SEQ.)

685. Plaintiff brings this claim on behalf of the Alternate Washington Class.

686. Honda, Plaintiff, and the other Class members are “persons” under RCW § 19.86.010(1).

687. Honda engages in “trade” or “commerce” under RCW 19.86.010(2).

688. Honda has engaged in deceptive acts or practices. Honda has long known that its HandsFreeLink™ units have a propensity to become locked in the “on” position and exert a parasitic current drain on the vehicle’s engine, compromising the vehicle’s battery and other electrical components, which impairs the car’s performance and poses a serious safety risk. Honda systematically concealed and failed to disclose these facts to Plaintiff and the other Class members.

689. Honda further engaged in deceptive acts or practices by (i) failing to disclose that Plaintiff’s and the other Class members’ vehicles, and the HandsFreeLink™ system in the vehicles, were not of a particular standard, quality, or grade; (ii) failing to disclose, at and after the time of purchase or lease and repair, any and all known material defects or material nonconformity of the vehicles, including the defect in the HandsFreeLink™ systems; (iii) failing to disclose at the time of purchase or lease that the vehicles, including the HandsFreeLink™ systems, were not in good working order, were defective, were not fit for their intended, ordinary purpose, and created substantial performance and safety issues; (iv) failing to give adequate warnings and notices regarding the use, defects, and problems with the vehicles’ HandsFreeLink™ systems to customers and consumers who purchased and/or leased the vehicles, even though Honda possessed knowledge of the inherent defect in the HandsFreeLink™ systems prior to and at the time of purchase; (v) failing to disclose, either through warnings or recall notices, and/or actively concealing, the fact that the HandsFreeLink™ systems were defective, even though Honda knew about the defects as early as July 2005, if not before; (vi) representing that defects in the vehicles would be covered under its warranty program, while systematically replacing the HandsFreeLink™ units with equally defective HandsFreeLink™ units, only addressing the symptoms of the defect (the failed batteries, alternators,

1 and other essential electrical components), and/or depriving purchasers who would have come in
2 during their warranty periods of the opportunity to do so; and (vii) causing Plaintiff and the other
3 Class members to expend sums of money to (repeatedly) service, repair and/or replace their
4 HandsFreeLink™ units and other essential electrical components, such as batteries and alternators,
5 despite Honda's knowledge of the defect.

6 690. Honda's deceptive acts or practices repeatedly occurred in the general course of
7 Honda's trade or business and were and are capable of deceiving a substantial portion of the public.
8 The acts complained of herein are ongoing.

9 691. Honda's deceptive acts and practices affect the public interest, because these acts and
10 practices have injured and have the capacity to injure other persons. Honda's deceptive acts and
11 practices also offend the public policy laid out in RCW 46.70.005, RCW 46.70.101, and
12 RCW 46.70.180, and that statute specifically provides: "Any violation of this chapter is deemed to
13 affect the public interest and constitutes a violation of chapter 19.86 RCW" in RCW 46.70.310.

14 692. These deceptive acts and practices were committed in the general course of Honda's
15 business.

16 693. Honda's systematic practice of failing to disclose the defect in the HandsFreeLink™
17 systems, failing to give adequate warnings about defects in the HandsFreeLink™ systems, and
18 failing to repair the HandsFreeLink™ systems is deceptive, because this practice allowed Honda to
19 continue to charge consumers a premium price for these vehicles and the HandsFreeLink™ systems.
20 This practice also misled owners during the warranty period and allowed Honda to avoid having to
21 fulfill its contractual obligations under the warranty.

22 694. Honda's systematic practice of failing to disclose the defect in the HandsFreeLink™
23 systems, failing to give adequate warnings regarding the defects in the HandsFreeLink™ systems,
24 and failing to repair the HandsFreeLink™ systems is likely to mislead a reasonable consumer.

25 695. As a direct and proximate result of Honda's unfair acts or practices, Plaintiff and the
26 other Class members suffered injury in fact and lost money. Honda's unfair or deceptive acts or
27 practices resulted in Plaintiff and the other Class members: (i) expending out-of-pocket monies to
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1 service their vehicles, including for repairs or replacements of batteries, alternators, and other
2 electrical components drained or strained by the defective HandsFreeLink™ systems, and/or
3 replacement of the HandsFreeLink™ systems or disconnection of HandsFreeLink™ systems, and
4 loss of use while their vehicles were being serviced; (ii) the failure of consideration in connection
5 with and/or difference in value arising out of the variance between the vehicles as warranted and the
6 vehicles containing the defect; and (iii) the diminution of resale value of the vehicles resulting from
7 the defect.

8 696. Plaintiff and the other Class members are therefore entitled to legal relief against
9 Honda, including recovery of actual damages, treble damages, attorneys' fees, costs of suit, and such
10 further relief as the Court may deem proper.

11 697. Plaintiff and the other Class members are also entitled to injunctive relief in the form
12 of an order prohibiting Honda from engaging in the alleged misconduct and such other equitable
13 relief as the Court deems appropriate, including, but not limited to, disgorgement, for the benefit of
14 the class members, of all or part of the ill-gotten profits Honda received from the failure to disclose
15 the defect in the HandsFreeLink™ systems

16 **COUNT III**
17 **FRAUDULENT CONCEALMENT**
18 **(BASED ON WASHINGTON LAW)**

19 698. Plaintiff incorporates by reference all preceding allegations as though fully set forth
20 herein.

21 699. Plaintiff brings this claim on behalf of the Alternate Washington Class.

22 700. Honda possessed exclusive knowledge of the defect in the HandsFreeLink™ system,
23 and intentionally concealed that the HandsFreeLink™ system is defective, and prone to create a
24 parasitic electricity drain that would strain the car's electrical system and repeatedly deplete the car's
25 battery, leaving owners with cars that would not reliably start, premature battery death, and damage
26 to other components in the electric system. Honda concealed the fact that once the HandsFreeLink™
27 system defect compromises the battery, the system "resets," hiding the problem until the system gets
28 stuck again.

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

5 702. Honda knew about the Defect in the HandsFreeLink™ system when it made these
6 representations. Honda knew the defect was not known to or reasonably discoverable by Plaintiff or
7 Class members. Nonetheless, Honda failed to disclose the defect, which a reasonable consumer
8 would have found to be an important, material fact. Honda also failed to disclose the performance
9 problems and safety hazards caused by this defect. This made Honda's incomplete and contradictory
10 statements about the vehicle and its HandsFreeLink™ system deceptive and tantamount to a
11 misrepresentation.

12 703. The Class Vehicles purchased by Plaintiff and the other Class members contained a
13 defective HandsFreeLink™ system.

14 704. Honda had a duty to disclose the HandsFreeLink™ system defect because Honda had
15 knowledge of a material fact not readily apparent or observable and not easily discoverable by
16 Plaintiff and the other Class members. Honda had a duty to disclose that the HandsFreeLink™
17 system is defective because the defect is a manifestly serious and dangerous condition, which results
18 in a vehicle that will not reliably start and could stall due to a dead battery and other failed electrical
19 components even when the vehicle is in use.

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

25 706. The truth about the defective HandsFreeLink™ system was known only to Honda;
26 Plaintiff and the other Class members did not know of these facts and Honda actively concealed
27 these facts from Plaintiff and the other Class members. They had no way of knowing that Honda's
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1 representations were false, misleading, or incomplete. As consumers, Plaintiff and the other Class
2 members did not, and could not, unravel Honda's deception on their own. Rather, Honda intended to
3 deceive Plaintiff and the other Class members by concealing the true facts about the Class Vehicles'
4 HandsFreeLink™ systems. Also, the defect tended to evade detection , in part because it only
5 manifested itself through the failure of other electrical components, in part because it could trigger a
6 reset if the battery drained too low, causing the problem to appear 'intermittent.'

7 707. Honda's false representations and omissions were material because they concerned
8 qualities that played a significant role in the value of the vehicles (affecting the vehicle's
9 performance, safety, and luxury), and because the defect constitutes an unreasonable safety risk that
10 would be material to a reasonable consumer. The existence of a defect that prevents a vehicle from
11 starting reliably, causes a vehicle to stall even while in use, and requires costly repairs is a material
12 fact that would have affected Plaintiff's and the other Class members' decision to purchase the
13 vehicles and the price they were willing to pay for the vehicles.

14 708. Honda had a duty to disclose the HandsFreeLink™ system Defect and violations with
15 respect to the Class Vehicles because details of the true facts were known and/or accessible only to
16 Honda, because Honda had exclusive knowledge as to such facts, and because Honda knew these
17 facts were not known to or reasonably discoverable by Plaintiff or Class members.

18 709. Honda also had a duty to disclose because it made general affirmative representations
19 about the technological and safety innovations included with its vehicles, without telling consumers
20 that one of the features had a fundamental defect that would affect the safety, quality and
21 performance of the vehicle.

22 710. Honda's disclosures were misleading, deceptive, and incomplete because they failed
23 to inform consumers of the additional facts regarding the Defect in the HandsFreeLink™ system as
24 set forth herein. These omitted and concealed facts were material because they directly impact the
25 value of the Class Vehicles purchased by Plaintiff and the other Class members.

1 711. Honda has still not made full and adequate disclosures, and continues to defraud
2 Plaintiff and the other Class members by concealing material information regarding the Defect in the
3 HandsFreeLink™ system.

4 712. Plaintiff and the other Class members were unaware of the omitted material facts
5 referenced herein, and they would not have acted as they did if they had known of the concealed
6 and/or suppressed facts, in that they would not have purchased or paid as much for cars with faulty
7 technology, and/or would have taken other affirmative steps in light of the information concealed
8 from them. Plaintiff's and the other Class members' actions were justified. Honda was in exclusive
9 control of the material facts, and such facts were not generally known to the public, Plaintiff, or
10 Class members.

11 713. Honda concealed and continues to conceal this material information in order to induce
12 consumers to purchase the class vehicles at a premium price, and also to mislead owners during the
13 warranty period in order to avoid having to fulfill their contractual obligations under the warranty.
14 Honda continues to sell vehicles with the defective HandsFreeLink™ system, but does not warn
15 purchasers or disclose the defect to the public. Honda continues to conceal and gloss over the
16 problem by replacing HandsFreeLink™ units with equally defective HandsFreeLink™ units, and
17 replacing failed batteries, alternators, and other electrical components without addressing the root of
18 the problem.

19 714. Because of the concealment and/or suppression of facts, Plaintiff and the other Class
20 members sustained damage because they own(ed) vehicles that are diminished in value as a result of
21 Honda's concealment of the true quality of those vehicles' HandsFreeLink™ systems. Had Plaintiff
22 and the other Class members been aware of the Defect in the HandsFreeLink™ systems installed in
23 the Class Vehicles, and the Company's disregard for the truth, Plaintiff and the other Class members
24 who purchased an Acura vehicle would have paid less for their vehicles or would not have purchased
25 them at all.

26 715. The value of Plaintiff's and the other Class members' vehicles has diminished as a
27 result of Honda's fraudulent concealment of the defective HandsFreeLink™ system of the Class
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1 Vehicles, which has made any reasonable consumer reluctant to purchase any of the Class Vehicles,
2 let alone pay what otherwise would have been fair market value for the vehicles. Plaintiff and Class
3 members were also deprived of safe and reliable transportation. This defect poses an unreasonable
4 safety risk, and renders their vehicles unsuited for ordinary use.

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

7 717. Honda's acts were done wantonly, maliciously, oppressively, deliberately, with intent
8 to defraud, and in reckless disregard of Plaintiff's and the other Class members' rights and the
9 representations that Honda made to them, in order to enrich Honda. Honda's conduct warrants an
10 assessment of punitive damages in an amount sufficient to deter such conduct in the future, which
11 amount is to be determined according to proof.

12 **REQUEST FOR RELIEF**

13 WHEREFORE, Plaintiffs and Class members, individually and on behalf of members of the
14 National (California-law) or alternative California, Delaware, Kansas, New Hampshire, New York
15 and Washington Classes, respectfully request that the Court enter judgment in their favor and against
16 Honda as follows:

- 17 A. Certification of the proposed Class (or alternate Classes), including appointment of
18 Plaintiffs' counsel as Class Counsel;
- 19 B. Restitution and damages, including enhanced damages, punitive damages, costs, and
20 disgorgement in an amount to be determined at trial;
- 21 C. Injunctive relief in the form of a recall or free replacement program with a
22 HandsFreeLink™ system that does not drain the batteries of the Class Vehicles;
- 23 D. An Order requiring Honda to pay both pre- and post-judgment interest on any
24 amounts awarded;
- 25 E. An award of costs and attorneys' fees; and
- 26 F. Such other or further relief as may be appropriate.
- 27
- 28

DEMAND FOR JURY TRIAL

Plaintiffs and Class members hereby demands a jury trial for all claims so triable.

DATED: April 27, 2018

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Attorneys for Plaintiffs and the Proposed Classes

1 **CERTIFICATE OF SERVICE**

2 I, Christopher A. Seeger, hereby certify that on April 27, 2018, I electronically filed the
3 foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such
4 filing to the following:

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24 DATED this 27th day of April, 2018.

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