

Richard D. McCune, State Bar No. 132124
rdm@mccunewright.com
David C. Wright, State Bar No. 177468
dcw@mccunewright.com
Steven A. Haskins, State Bar. No. 238865
sah@mccunewright.com
Mark I. Richards, State Bar No. 321252
mir@mccunewright.com
MCCUNE WRIGHT AREVALO LLP
3281 Guasti Road, Suite 100
Ontario, California 91761
Telephone: (909) 557-1250
Facsimile: (909) 557-1275

Marcus J. Bradley, State Bar No. 174156
mbradley@bradleygrombacher.com
Kiley L. Grombacher, State Bar No. 245960
kgrombacher@bradleygrombacher.com
BRADLEY/GROMBACHER, LLP
31365 Oak Crest Drive, Suite 240
Westlake Village, CA 91361
Office: 805.270.7100
Fax: 805.270.7589

Attorneys for Plaintiff and the Putative Class

**IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

ANDRE WONG, on behalf of himself
and all others similarly situated,

Plaintiffs,

v.

AMERICAN HONDA MOTOR CO.,
INC., a Delaware corporation; and
Does 1 through 50, inclusive,

Defendants.

Case No.: 2:19-cv-10537

CLASS ACTION COMPLAINT

1. Violations of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, et seq.
2. Violations of the Consumer Legal Remedies Act, Cal. Civ. Code § 1750, et seq.
3. Violations of the California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200
4. Violation of California False Advertising Law, Cal. Bus. & Prof. Code § 17500, et seq.

5. Breach of Express Warranty (Based on California Law)
6. Breach of Implied Warranty (Based on California Law)
7. Common Law Fraudulent Concealment (Based on California Law)
8. Violations of the Song-Beverly Act – Breach of Implied Warranty, Cal. Civ. Code §§ 1792, 1791.1, et seq.

DEMAND FOR JURY TRIAL

TABLE OF CONTENTS

		<i>Page</i>
1		
2		
3	I INTRODUCTION	1
4	II JURISDICTION	3
5	III VENUE.....	3
6	IV PARTIES	4
7	A. Andre Wong	4
8	B. Defendant Honda.....	5
9	V FACTUAL ALLEGATIONS	6
10	A. The Class Vehicles Suffer from a Dangerous Defect	6
11	B. Honda’s Knowledge of the Defect’s Safety Implications.....	6
12	1. NHTSA Consumer Complaints	7
13	C. Honda Actively Concealed the Defect From Plaintiff and the Class.....	63
14	D. Honda’s Actions Harmed Consumers and Placed Public Safety at Risk	65
15	1. Honda’s Warranty-Related Practices.....	65
16	VI TOLLING OF STATUTES OF LIMITATIONS.....	66
17	VII CLASS ALLEGATIONS	67
18	VIII CAUSES OF ACTION.....	69
19	A. Claims Brought on Behalf of the Nationwide Class	69
20	COUNT I: VIOLATIONS OF THE MAGNUSON-MOSS	
21	WARRANTY ACT	69
22	B. Claims Brought on Behalf of the California Class	71
23	COUNT II: VIOLATIONS OF THE CONSUMER LEGAL	
24	REMEDIES ACT (“CLRA”).	71
25	COUNT III: VIOLATIONS OF THE CALIFORNIA UNFAIR	
26	COMPETITION LAW	73
27		
28		

TABLE OF CONTENTS

	<i>Page</i>
COUNT IV: VIOLATION OF CALIFORNIA FALSE ADVERTISING LAW	74
COUNT V: BREACH OF EXPRESS WARRANTY	76
COUNT VI: BREACH OF IMPLIED WARRANTY	77
COUNT VII: COMMON LAW FRAUDULENT CONCEALMENT	78
COUNT VIII: VIOLATIONS OF THE SONG-BEVERLY ACT – BREACH OF IMPLIED WARRANTY	79
IX PRAYER FOR RELIEF	80

CLASS ACTION COMPLAINT

Plaintiff ANDRE WONG, an individual (“Plaintiff”), on behalf of himself and a class of other similarly situated individuals, complains of and alleges the following causes of action against Defendants AMERICAN HONDA MOTOR CO., INC., (“Honda”) a California Corporation; and DOES 1 through 50, inclusive, as follows:

I INTRODUCTION

1. This Complaint seeks damages against Honda for breach of the manufacturer’s warranty and for unfair or deceptive acts or practices pertaining to Honda’s design and manufacture of 2016-2018 model Honda Civics (the “Class Vehicles”).

2. Plaintiff is informed and believes, and thereon alleges, that Honda and Does 1 through 50, manufacture and sell the Class Vehicles throughout the United States, including within the State of California.

3. The Class Vehicles contain a significant design and/or manufacturing defect that causes a vehicle’s air conditioning system to malfunction and stop working while it is in operation (the “Defect”). Plaintiff is informed and believes, and thereon alleges, that Honda defectively designed and/or manufactured each vehicle’s air conditioning condenser unit, and thus the Class Vehicles’ air conditioning systems fail to operate as intended. Plaintiff is informed and believes, and thereon alleges, that the Defect directly affects Plaintiff’s use, enjoyment, safety, and value of the Class Vehicles.

4. Significantly, the Defect’s presence poses a safety risk to the operator and passengers of the Class Vehicles. The lack of a functioning air conditioning system—including the lack of working climate control and defroster controls—can cause health dangers that expose the driver and occupants of the Class Vehicles to an increased risk of injury or death. As discussed further herein, numerous owners and lessees of the Class Vehicles have experienced the same malfunction with their air conditioning systems while operating the Class Vehicles, thus placing themselves and those around them in

1 immediate danger, and risking the health and safety of the Class Vehicles' purchasers and
2 other riders.

3 5. Not only did Honda actively conceal the fact that particular components of
4 the Class Vehicles' air conditioning system are prone to failure, it further withheld
5 knowledge that the Defect's existence would diminish the Class Vehicles' intrinsic and
6 resale value by creating the safety and comfort concerns described herein.

7 6. Honda has long been aware of the Defect but routinely refuses to repair the
8 Class Vehicles without charge. Indeed, in many cases Honda has even refused to disclose
9 the Defect's existence when owners or lessees present for service Class Vehicles with
10 symptoms consistent with the Defect, instead recommending costly repairs, sometimes to
11 non-defective parts of the affected vehicle.

12 7. Many other owners and lessees of the Class Vehicles have communicated
13 with Honda and/or its agents to request that they remedy and/or address the Defect and/or
14 resultant damage at no expense. Honda has routinely failed to do so even within the
15 warranty period.

16 8. While Honda has apparently extended its warranty to repair the Defect, it
17 has not offered to reimburse Plaintiff for his out-of-pocket expenses incurred to repair the
18 defect, nor has it offered to recompense Plaintiff for the damage the Defect has caused to
19 the intrinsic value of the Class Vehicles.

20 9. As a result of Honda's unfair, deceptive, and/or fraudulent business
21 practices, owners and/or lessees of the Class Vehicles, including Plaintiff, have suffered
22 an ascertainable loss of money and/or property and/or loss in value. Honda further
23 conducted the unfair and deceptive trade practices described herein in a manner giving
24 rise to substantial aggravating circumstances.

25 10. Had Plaintiff and other Class Members known of the Defect at the time of
26 purchase or lease, they would not have bought or leased the Class Vehicles, or would
27 have paid substantially less for them.
28

11. As a result of the defect and the monetary costs associated with attempting to repair the Defect, Plaintiff and the Class Members have suffered injury in fact, incurred damages, and have otherwise been harmed by Honda's conduct.

12. Accordingly, Plaintiff brings this action to redress Honda's violations of the consumer protection statutes, and also seek recovery for Honda's breach of express warranty, breach of implied warranty, breach of the duty of good faith and fair dealing, and common law fraudulent concealment.

II JURISDICTION

13. This Court has subject matter jurisdiction of this action pursuant to 28 U.S.C. § 1332 of the Class Action Fairness Act of 2005 because: (i) there are 100 or more Class members, (ii) there is an aggregate amount in controversy exceeding \$5,000,000, exclusive of interest and costs, and (iii) there is minimal diversity because at least one member of the class of plaintiffs and one defendant are citizens of different States. This court has supplemental jurisdiction over the state law claims pursuant to 28 U.S.C. § 1367.

14. This Court has specific personal jurisdiction over Honda because it is registered to conduct business in California, has purposefully availed itself of the benefits and protections of California by continuously and systematically conducting substantial business in this judicial district, directing advertising and marketing materials to districts within California, and intentionally and purposefully placing Class Vehicles into the stream of commerce within the districts of California and throughout the United States with the expectation and intent that consumers would purchase them. Moreover, Plaintiff's causes of action all arise out of Honda's contacts with the State of California.

III VENUE

15. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391 because Honda transacts business in this District, is subject to personal jurisdiction in this District, and therefore is deemed to be a citizen of this District. Additionally, there are one or more authorized Honda dealers within this District, Honda has advertised in this District,

1 and Honda has received substantial revenue and profits from its sales and/or leasing of
2 Class Vehicles in this District; therefore, a substantial and material part of the events
3 and/or omissions giving rise to the claims occurred within this District.

4 **IV PARTIES**

5 **A. Andre Wong**

6 16. Plaintiff Andre Wong is a citizen and resident of the City of West Covina in
7 Los Angeles County, California.

8 17. Plaintiff owns a 2016 Honda Civic (for the purposes of this section “the
9 Vehicle”), which he purchased new from Norm Reeves Honda Superstore—an
10 authorized Honda dealership located in West Covina.

11 18. Plaintiff uses the Vehicle for personal, family, and/or household uses.

12 19. Prior to purchasing the Vehicle, Plaintiff reviewed the sticker Honda placed
13 on the window. The window sticker advertised the Vehicle’s various features (such as the
14 price, specifications, gas mileage, equipment and warranty details and crash test ratings)
15 and Plaintiff relied on the advertisements contained within the window sticker when
16 deciding to purchase the Vehicle. The window sticker did not disclose that the Vehicle
17 possessed any defects.

18 20. Neither Defendant, nor any of its agents, dealers, or other representatives
19 informed Plaintiff of the Defect’s existence prior to, or any time after, his purchase.

20 21. Plaintiff has brought the Vehicle to Norm Reeves Honda Superstore on
21 several occasions within a period of three years, each time requesting correction of the
22 Defect. In each case, technicians have attempted repairs but failed to resolve the
23 problem. On each occasion, Honda has failed to provide an adequate remedy to the air
24 conditioning system failures Plaintiff has experienced, denied the Defect’s existence, and
25 has either refused, or been unable, to repair the Vehicle while under warranty.

26 22. On August 8, 2016, with the Vehicle’s mileage at 6,325, and while within
27 the warranty period, Plaintiff brought the Vehicle to Norm Reeves Honda Superstore and
28 reported that the air conditioning system would take a long time to start blowing cool air.

1 Plaintiff also reported that the air conditioning system inadequately cooled the Vehicle.
2 The Norm Reeves service department recovered and recharged the Vehicle's air
3 conditioning system.

4 23. On July 6, 2017, with the Vehicle's mileage at 25,397, Plaintiff again
5 brought it to Norm Reeves Honda Superstore. He repeated that the air conditioning
6 system was not working, and that the problem was the same as when he purchased the
7 Vehicle. The Norm Reeves service department recovered the system's refrigerant, and
8 performed a leak/moisture evacuation test. When the test passed, the service department
9 recharged the system and reported that the system was "operating as designed."

10 24. On September 6, 2019, with the Vehicle's mileage at 68,702, and outside
11 Honda's limited warranty period, Plaintiff again took the automobile into Norm Reeves
12 Honda Superstore for servicing. Plaintiff stated that the air conditioning system was
13 blowing hot air from the driver-side air conditioning vents. This time, the Service
14 Department recommended prohibitively expensive repairs. Plaintiff was left with no
15 explanation or method of recourse to address the Defect.

16 25. Plaintiff has suffered an ascertainable loss as a result of Honda's omissions
17 and/or misrepresentations associated with the Defect, including, but not limited to, out-
18 of-pocket losses, diminished value to the Vehicle, and other consequential damages.

19 **B. Defendant Honda**

20 26. Honda is a corporation doing business in all 50 states and the District of
21 Columbia and is organized under the laws of the State of Delaware, with its principal
22 place of business in Torrance, California.

23 27. At all times relevant to this action, Honda manufactured, sold, and warranted
24 the Class Vehicles throughout the United States. Honda and/or its agents, divisions, or
25 subsidiaries designed, manufactured, and installed the air conditioning system on the
26 Class Vehicles.

27 28. The true names and capacities of the Defendants sued herein as DOES 1
28 through 10, inclusive, are currently unknown to Plaintiff, who therefore sues such

Defendants by such fictitious names. Each Defendant designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of Court to amend this Complaint to reflect the true names and capacities of any Defendants designated herein as DOES when such identities become known.

29. Based upon information and belief, Plaintiff alleges that at all times mentioned herein, each and every Defendant was acting as an agent and/or employee of each of the other Defendants, and at all times mentioned was acting within the course and scope of said agency and/or employment with the full knowledge, permission, and consent of each of the other Defendants. In addition, each of the acts and/or omissions of each Defendant alleged herein were made known to, and ratified by, each of the other Defendant.

V FACTUAL ALLEGATIONS

A. The Class Vehicles Suffer from a Dangerous Defect

30. The Class Vehicles suffer from one or more defects in their air conditioning systems, causing the system first to fail to cool the vehicle, then causing the vehicle's air conditioning compressor to rupture and leak. The Defect not only results in a loss of vehicle comfort, it decreases the health and safety of drivers and passengers in the Class Vehicles.

31. Plaintiffs and numerous Class Vehicle owners and lessees have reported that the Defect causes uncomfortably hot temperatures within their vehicles, often to the extent that such temperatures become unsafe for further driving. The Defect further creates undue safety hazards by increasing the potential for unsafe windshield fogging and other hazards in foggy and/or inclement weather.

B. Honda's Knowledge of the Defect's Safety Implications

32. One of the most important sources of field data regarding this issue is the National Highway Traffic Safety Administration's Consumer Complaint Database. This publicly available database contains all motor vehicle-related consumer complaints submitted to NHTSA since January 2000. Consumers submit what is called a "Vehicle

Owner Questionnaire” in which they asked to provide information that includes, the make, model, and model year of the vehicle, the approximate incident date, the mileage at which the incident occurred, whether the incident involved a crash or a fire, whether any persons were injured or killed in the incident, the speed of the vehicle at the time of the incident, and a description of the incident along with a description of the vehicle components they believe were involved in the incident. The majority of consumer complaints are submitted online at www.safercar.gov where consumers can input this information directly into the database through their computer. They can also submit complaints by telephone through the Auto Safety Hotline, through submitting a paper Vehicle Owner Questionnaire form, and by mailing consumer letters to NHTSA. This information is then entered into NHTSA’s ARTEMIS database where it can be searched and reviewed by the general public and vehicle manufacturers alike, by make, model, model year, and component. NHTSA promotes this database as a valuable consumer information tool.

33. From September 2, 2016, through November 26, 2019, 57 consumer complaints have been submitted to NHTSA describing the Defect, in many cases on repeated occasions.

1. NHTSA Consumer Complaints

34. The following are the consumer complaints submitted to NHTSA regarding the Defect in the Class Vehicles:¹

November 26, 2019 NHTSA ID NUMBER: 11282372

Components: ENGINE

NHTSA ID Number: 11282372

Incident Date November 15, 2018

¹ The foregoing complaints are reproduced as they appear on the NHTSA website. Any typographical errors are attributable to the original author of the complaint. Emphasis added to original text is denoted by bold and underlining.

Consumer Location ALHAMBRA, CA

Vehicle Identification Number 2HGFC2F7XGH****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

I HAVE A HONDA CIVIC 2016 AND MY AC WAS NOT WORKING SINCE LAST YEAR 2018. I TOOK MY CAR TO THE DEALER SHIP AND BEING TOLD THAT I NEED TO PAY \$295 FOR THE DIAGNOSIS WHICH I REFUSED TO DO IT. I DID SOME RESEARCH TO SEE IF ANYONE HAS THE SAME PROBLEM AND YESS THEY DO AND A LOT. I TOOK MY CAR TO THE DEALER SHIP TODAY AFTER I GOT RECALLED LETTER FOR THE CONDENSER. AFTER 6 HRS, THEY CALLED ME AND TOLD ME THAT MY CONDENSER IS GOOD, BUT MY COMPRESSOR IS NOT AND THE REPAIR FEE WILL BE UP TO \$1200. IF I REFUSE TO FIX IT, I STILL NEED TO PAY \$395 FOR THE DIAGNOSIS FEE WHICH IS STUPID. I LOOKED IT UP AGAIN AND HAD READ A LOT OF COMPLAINT ABOUT THE COMPRESSOR. I AM PAYING OFF MY CAR WHICH I OWN FOR ALMOST 4 YEARS AND NOW EVERYTHING IS ALREADY BROKEN. THIS IS MY FIRST HONDA CAR AND I REGRET THAT I CHOSE HONDA. I HOPE HONDA DO SOME RESEARCH AND READ ABOUT PEOPLE COMPLAINT AND DO SOMETHING ABOUT IT. NEVER BUY HONDA AGAIN.

1 Affected Product

a. Vehicle

MAKE	MODEL	YEAR
HONDA	CIVIC	2016

November 14, 2019 **NHTSA ID NUMBER: 11279983**

Components: UNKNOWN OR OTHER

NHTSA ID Number: 11279983

Incident Date November 14, 2019

Consumer Location WESTON, FL

Vehicle Identification Number 19XFC2F59GE****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

RECEIVED A LETTER FROM HONDA ABOUT A/C CONDENSER LEAKS. TOOK IT TO THE DEALERSHIP, SAID THAT CONDENSER IS FINE THAT IS THE COMPRESSOR THAT IS LEAKING. TOTAL JOB COST IS OVER \$1200. CALLED HONDA, SAID THAT COMPRESSOR IS NOT COVERED IN WARRANTY EXTENSION.

1 Affected Product

a. Vehicle

MAKE	MODEL	YEAR
HONDA	CIVIC	2016

November 4, 2019 NHTSA ID NUMBER: 11277849

Components: UNKNOWN OR OTHER

NHTSA ID Number: 11277849

Incident Date September 2, 2019

Consumer Location MESA, AZ

Vehicle Identification Number 19XFC2F71GE****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

I BOUGHT A 2016 HONDA CIVIC BRAND NEW. IT HAS 32000 MILES ON IT. THE AC QUIT WORKING IN SEPTEMBER THIS YEAR. SUMMER TEMPERATURES REACH WELL ABOVE 110 F IN MESA, AZ. AFTER SPENDING ONE WEEK IN A RENTAL CAR AND 300 DOLLARS, FINALLY GOT MY CAR BACK. MY AC WORKED ONLY FOR ONE MONTH AND NOW IS BLOWING MOSTLY HOT AIR. I AM VERY CONCERNED THAT THE DEALER IS GOING TO SAY THAT MY GUARANTEE IS EXPIRED THIS TIME. MAYBE A CLASS ACTION LAW SUIT IS NEEDED BEFORE A SERIOUS HEAT STROKE KILLS SOMEBODY.

1 Affected Product

a. Vehicle

MAKE	MODEL	YEAR
HONDA	CIVIC	2016

October 17, 2019 **NHTSA ID NUMBER: 11269131**

Components: UNKNOWN OR OTHER

NHTSA ID Number: 11269131

Incident Date October 1, 2019

Consumer Location RICHMOND, VA

Vehicle Identification Number 19XFC2F71GE****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

REPORTS FURTHER ALLEGE THAT THE MALFUNCTION IN THE CIVIC A/C CONDENSERS, COMPRESSORS CREATE RISKS FOR DAMAGE TO OTHER COMPONENTS IN THE VEHICLES? SYSTEMS AND REFRIGERANT LEAKING WHICH IS DEFINITELY NOT GOOD FOR THE ENVIRONMENT.

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
HONDA	CIVIC	2016

October 4, 2019 **NHTSA ID NUMBER: 11266042**

Components: UNKNOWN OR OTHER

NHTSA ID Number: 11266042

Incident Date October 1, 2019

Consumer Location RICHMOND, VA

Vehicle Identification Number 19XFC2F71GE****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

THE AIR CONDITIONING BLOWS HOT AIR.

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
HONDA	CIVIC	2016

October 2, 2019 NHTSA ID NUMBER: 11265729

Components: UNKNOWN OR OTHER

NHTSA ID Number: 11265729

Incident Date September 30, 2019

Consumer Location LAKE SAINT LOUIS, MO

Vehicle Identification Number 19XFC1F74GE****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0**DEATHS0**

THE AIR CONDITIONING COMPRESSOR STOPPED WORKING. THERE WAS A LEAK IN THE COMPRESSOR.

**1 Affected Product
Vehicle**

MAKE	MODEL	YEAR
HONDA	CIVIC	2016

September 23, 2019 NHTSA ID NUMBER: 11257348

Components: UNKNOWN OR OTHER

NHTSA ID Number: 11257348

Incident Date September 21, 2019

Consumer Location GRANITE FALLS, NC

Vehicle Identification Number 19XFC2F53GE****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

AC COMPRESSOR IS LEAKING AT 26,000 MILES. AT HONDA DEALERSHIP NOW. HONDA DEALERSHIP HAS BEEN ADVISED THEY CANNOT EVEN ORDER REPLACEMENT PARTS TO REPAIR AT THIS TIME DUE TO HONDA HAVING A HOLD ON THEM. COMPRESSOR IS DEFECTIVE AND SHOULD BE REPLACED/RECALLED BY HONDA.

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
HONDA	CIVIC	2016

September 17, 2019 NHTSA ID NUMBER: 11256271

Components: UNKNOWN OR OTHER

NHTSA ID Number: 11256271

Incident Date July 1, 2019

Consumer Location LA HABRA, CA

Vehicle Identification Number 2HGFC1F96GH*****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

A/C SYSTEM BECAME NON FUNCTIONAL AT 41,000 MILES. OBVIOUSLY JUST OUT OF WARRANTY. BEEN READING ALL OVER THE INTERNET ABOUT THE DEFECTIVE A/C SYSTEM IN THE 2016 HONDA CIVIC. I FIND IT HARD TO BELIEVE THAT HONDA HASN'T ISSUED A RECALL OR THERE HASN'T BEEN ANY CLASS ACTION LAWSUITS REGARDING THIS SERIOUS DESIGN FLAW THAT HONDA IS WELL AWARE OF. SINCE I OWE LESS ON THIS CAR THAN WHAT THE REPAIRS WILL COST, I'M PLANNING ON TRADING IT IN FOR A 2020 HATCHBACK VERSION AND HOPE THAT THIS DEFECT HAS BEEN CORRECTED WITH THE NEWER MODELS.

1 Affected Product
Vehicle

MAKE	MODEL	YEAR
HONDA	CIVIC	2016

September 16, 2019 NHTSA ID NUMBER: 11255665

Components: UNKNOWN OR OTHER

NHTSA ID Number: 11255665

Incident Date August 12, 2019

Consumer Location ATWATER, CA

Vehicle Identification Number 2HGFC2F57GH****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

AC COMPONENT ON MY HONDA CIVIC NOT WORKING PROPERLY. THIS IS AN ISSUE AS I HAVE DONE THE RESEARCH AND SEEN THAT THERE ARE MANY WITH THE SAME YEAR AND MODEL AS MINE THAT ARE EXPERIENCING BAD AC QUALITY. MY AC WILL BE COLD ON THE PASSENGER SIDE BUT HOT ON THE DRIVER SIDE. I AM LOOKING TO SEE IF THERE IS A RECALL SINCE HONDA HAS BEEN MADE AWARE OF THE ISSUE AND HAS NOW ACKNOWLEDGED IT COULD BE FAILURE ON THEIR PART. I BOUGHT MY CAR USED WITH ONLY \$35,000 MILES, IT WORKED FIND UNTIL IT HIT \$38,000 AND THEN IT HAS STARTED TO GET HOT IN THE CAR.

1 Affected Product Vehicle

MAKE	MODEL	YEAR
HONDA	CIVIC	2016

September 8, 2019 NHTSA ID NUMBER: 11253940

Components: UNKNOWN OR OTHER

NHTSA ID Number: 11253940

Incident Date March 5, 2018

Consumer Location WINTER SPRINGS, FL

Vehicle Identification Number 19XFC2F50GE****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

CAR HAS 19800 MILES. THIS MONDAY WILL BE THE 4TH TIME I WILL BE AT DEALER BECAUSE THE A/C IS ONCE AGAIN BLOWING WARM AIR. AFTER THE 3RD TIME I SWITCHED DEALERS. THEY REPLACED THE LINES AND THAT WAS SHORT LIVED. JUST BEFORE THE WARRANTY ENDED I PURCHASED AN EXTENDED WARRANTY FOR \$1500. I LIVE IN FLORIDA AND THIS HAS BEEN A NIGHTMARE. EACH TIME IT TAKES 3.5 HRS. TO RUN A DIAGNOSTIC. CORPORATE SUPPOSEDLY KNOWS OF THE PROBLEMS. NOTHING IS BEING DONE. DO A SEARCH ON GOOGLE ON THIS CAR WITH A/C PROBLEMS AND THERE ARE MANY, MANY COMPLAINTS

1 Affected Product Vehicle

MAKE	MODEL	YEAR
HONDA	CIVIC	2016

September 7, 2019 NHTSA ID NUMBER: 11253769

Components: UNKNOWN OR OTHER

NHTSA ID Number: 11253769

Incident Date September 5, 2019

Consumer Location PROSPERITY, PA

Vehicle Identification Number 19XFC2F59GE****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

THE AIR CONDITIONING SYSTEM IN MY CAR STARTED TO BLOW HOT AIR ON THE DRIVER'S SIDE WHILE REMAINING COOL ON PASSENGER SIDE. I TOOK IT THE DEALER WHERE I BOUGHT THE CAR AND WAS TOLD THAT THE CONDENSER HAD A LEAK WHICH WAS CAUSED BY A ROCK OR ROCKS. I WAS TOLD THAT ALTHOUGH THERE IS A 10 YEAR WARRANTY ON THE CONDENSER IT DOESN'T APPLY BECAUSE THE PART DIDN'T FAIL, IT WAS DUE TO ROAD DEBRIS. THIS IS DESPITE THE FACT THAT THE FRONT OF THIS MODEL OF HONDA IS COMPLETELY OPEN UNDER THE BUMPER EASILY ALLOWING SMALL ROCKS AND BUGS TO ENTER AND BE EMBEDDED IN THE CONDENSER. I WAS TOLD THAT THE COMPRESSOR "BLEW UP" BECAUSE IT WAS STILL RUNNING WITH LOW FREON AND WOULD NOT BE COVERED EITHER. THIS IS DESPITE THE FACT THAT THE VEHICLE SHOULD HAVE A LOW PRESSURE SWITCH WHICH SHUTS OFF THE COMPRESSOR WHEN THERE IS LOW FREON TO PREVENT THIS TYPE

OF DAMAGE. I WAS TOLD THE COST OF REPAIRS WOULD BE \$1854. THE SERVICE MANAGER HAS NOT RETURNED MY MULTIPLE CALLS TO DISCUSS MY CONCERNS ABOUT THE VEHICLE. I HAVE HAD ALL OF MY SERVICE DONE AT THE DEALERSHIP AND WHEN THIS STARTED BECOMING AN ISSUE LAST YEAR I WOULD HAVE THOUGHT HONDA WOULD ADDRESS IT AND LET CONSUMERS KNOW WHAT STEPS COULD BE TAKEN TO PREVENT THE DAMAGE - IF THAT IS WHAT CAUSED THE CONDENSER TO FAIL. AS OTHER COMPLAINTANTS HAVE NOTED THIS IS AN ISSUE FOR CLEARING THE WINDSHIELD IN RAINY WEATHER, I HAVE ALREADY EXPERIENCED THAT PROBLEM AND IT IS AN ISSUE IN HOT WEATHER ESPECIALLY FOR PEOPLE WITH DISABILITIES AFFECTED BY HOT WEATHER, THE ELDERLY AND CHILDREN. I CAN PROVIDE THE DEALER ESTIMATE AND PICTURES OF THE CAR'S FRONT AND CONDENSER IF THAT WOULD BE HELPFUL.

1 Affected Product Vehicle

MAKE	MODEL	YEAR
HONDA	CIVIC	2016

August 28, 2019 NHTSA ID NUMBER: 11252005

Components: UNKNOWN OR OTHER

NHTSA ID Number: 11252005

Incident Date June 23, 2019

Consumer Location INDIAN HEAD PARK, IL

Vehicle Identification Number 19XFC2F5XGE****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0**DEATHS0**

A/C STARTED BLOWING HOT AIR AROUND 40,000 MILES. TOOK IT TO THE DEALER WHO REFUSED TO PERFORM A DIAGNOSIS BECAUSE THE PARTS ARE ON A NATIONAL BACK ORDER. THIS IS VERY UNSAFE IN THE SUMMER TO DRIVE A 7 YEAR OLD AND INFANT WITHOUT A/C. I'M CONSIDERING TRADING IT IN FOR SOMETHING OLDER AND WITHOUT THIS NEW A/C SYSTEM.

1 Affected Product
Vehicle

MAKE	MODEL	YEAR
HONDA	CIVIC	2016

August 15, 2019 NHTSA ID NUMBER: 11244197

Components: UNKNOWN OR OTHER

NHTSA ID Number: 11244197

Incident Date July 20, 2019

Consumer Location FREMONT, CA

Vehicle Identification Number 19XFC2F75GE****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

A/C COMPRESSOR FAILURE.

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
HONDA	CIVIC	2016

August 11, 2019 NHTSA ID NUMBER: 11243119**Components: UNKNOWN OR OTHER****NHTSA ID Number: 11243119****Incident Date** June 1, 2019**Consumer Location** MONROVIA, CA**Vehicle Identification Number** 2HGFC1F34GH*******Summary of Complaint****CRASH**No**FIRE**No**INJURIES**0**DEATHS**0

AC IS NOT BLOWING COLD AIR. MY MECHANIC SAYS THAT THE AC COMPRESSOR SYSTEM IS LEAKING AND WOULD NEED TO BE REPLACED. MY CAR IS AT AROUND 38000 MILES AND IT HAS BEEN LESS THAN 3 YEARS SINCE I BOUGHT IT. THIS IS COMPLETELY UNACCEPTABLE AND ABSOLUTELY UNBEARABLE DURING THE SUMMER.

**1 Affected Product
Vehicle**

MAKE	MODEL	YEAR
HONDA	CIVIC	2016

August 8, 2019 NHTSA ID NUMBER: 11242451

Components: UNKNOWN OR OTHER

NHTSA ID Number: 11242451

Incident Date August 1, 2019

Consumer Location BROOKLYN, NY

Vehicle Identification Number 19XFC2F79GE****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

MY VEHICLES JUST PAST 3 YEAR PERIOD AND AIR CONDITIONER IS BLOWING HOT AIR. TOOK TO DEALER AND THEY SAY LOW ON FEON AND NEEDED RECHARGE BECAUSE ONLY SEEING 120KG OUT OF 420KG GAS. MUST HAVE LEAK SOMEWHERE. ALL MY PERVIOUS CAR I HAD HAVE NO ISSUE W/ LOST OF FEON. SOMETHING IS GOING ON AND DEALER IS NOT TELLING ME.

1 Affected Product Vehicle

MAKE	MODEL	YEAR
HONDA	CIVIC	2016

August 5, 2019 NHTSA ID NUMBER: 11241835

Components: UNKNOWN OR OTHER

NHTSA ID Number: 11241835

Incident Date March 6, 2019

Consumer Location DULUTH, MN

Vehicle Identification Number 19XFC2F58GE****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

A/C WENT OUT AT 24,000 MILES- THIS IS A HUGE SAFETY HAZARD, ESPECIALLY WITH ALL BLACK INTERIOR. TOOK VEHICLE IN TO DEALER AND WAS TOLD SOMETHING PUNCTURED THE A/C COMPRESSOR, VERY LIKELY A SMALL ROCK BOUNCED UP AND HIT IT. CALLED HONDA AND WAS TOLD BECAUSE THE MECHANIC SAID IT WAS AN OUTSIDE OBJECT THAT CAUSED IT, THEY WOULD NOT COVER IT. VEHICLE HASN'T BEEN DRIVEN ANYWHERE OTHER THAN ESTABLISHED ROADS. HONDA REP WAS EXTREMELY RUDE AND ARGUMENTATIVE. ASKED FOR A SUPERVISOR AND WAS TOLD "I AM THE SUPERVISOR, THERE'S NO ONE ELSE YOU CAN SPEAK TO." RESEARCHED VERBATIM WHAT WAS TOLD TO ME BY THE MECHANIC AND THERE ARE THOUSANDS OF PEOPLE HAVING THE SAME ISSUE. CLEARLY A FAULTY DESIGN/DESIGN FLAW ON HONDA'S PART. COULD BE OVER A GRAND TO FIX. THERE ARE ALSO NUMEROUS

VEHICLES BEING TRADED IN TO THE DEALERSHIP WITH THE SAME ISSUE, SOME AT 12,000 MILES.

1 Affected Product Vehicle

MAKE	MODEL	YEAR
HONDA	CIVIC	2016

July 22, 2019 NHTSA ID NUMBER: 11233747
Components: UNKNOWN OR OTHER
 NHTSA ID Number: 11233747

Incident Date February 28, 2019

Consumer Location GERMANTOWN, MD

Vehicle Identification Number N/A

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

CAR A/C JUST BLOWING WARM/HOT AIR, NEVER GETS COLD AND ITS BEEN 100F WITH A HEAT INDEX OF 115F. CAR IS JUST OUT OF WARRANTY. HONDA IS REFUSING TO ADMIT THERE IS A PROBLEM AND WILL NOT RECALL DESPITE ALL THE COMPLAINTS ONLINE AND IN FORUMS.

1 Affected Product Vehicle

MAKE	MODEL	YEAR
------	-------	------

HONDA	CIVIC	2016
-------	-------	------

July 20, 2019 NHTSA ID NUMBER: 11233594

Components: STRUCTURE, ENGINE

NHTSA ID Number: 11233594

Incident Date July 20, 2019

Consumer Location JERSEY CITY, NJ

Vehicle Identification Number 19XFC1F37GE****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

MY 2016 HONDA CIVIC EX-T WAS PURCHASED BRAND NEW ON 2016. IN LESS THAN 40,000 MILES, MY AIR CONDITIONING UNIT BLOWS HOT AIR. IT IS CURRENTLY IN THE SHOP REPLACING THE AC UNIT. THEY SAID THERE WAS A LEAK AND I AM SURE REFRIGERANT IS NOT A SAFE CHEMICAL TO BE LEAKING OUT IN THE ENVIRONMENT.

1 Affected Product

b. Vehicle

MAKE	MODEL	YEAR
HONDA	CIVIC	2016

July 18, 2019 NHTSA ID NUMBER: 11233064**Components: UNKNOWN OR OTHER****NHTSA ID Number: 11233064****Incident Date** July 17, 2019**Consumer Location** ELLICOTT CITY, MD**Vehicle Identification Number** 2HGFC2F75GH******Summary of Complaint****CRASH**No**FIRE**No**INJURIES**0**DEATHS**0

A/C IS GONE WHILE THE CAR ONLY HAS 30K MILES ON IT.

IT JUST HAPPENED ACTUALLY NOT TOO LONG AFTER THE WARRANTY EXPIRED. AS PER DEALER COMPRESSOR, CONDENSOR NEED TO REPLACE DEALER GAVE THE REPAIR COST FOR US \$ 2150.00, AS I UNDERSTAND FROM INTERNET THERE ARE SO MANY VEHICLES HAVE SAME ISSUE WHAT I HAVE.

1 Affected Product
Vehicle

MAKE	MODEL	YEAR
------	-------	------

HONDA	CIVIC	2016
-------	-------	------

July 17, 2019 NHTSA ID NUMBER: 11232634

Components: UNKNOWN OR OTHER

NHTSA ID Number: 11232634

Incident Date April 2, 2019

Consumer Location SOUTH GATE, CA

Vehicle Identification Number 19XFC2F76GE****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

AC STOPED WORKING IN 90 DEGREE WEATHER THIS IS A SAFELY ISSUE
ESPECIALLY WITH YOUNG CHILDREN OR THE ELDERLY

1 Affected Product Vehicle

MAKE	MODEL	YEAR
------	-------	------

HONDA	CIVIC	2016
-------	-------	------

July 16, 2019 NHTSA ID NUMBER: 11232445

Components: ELECTRICAL SYSTEM, VISIBILITY

NHTSA ID Number: 11232445

Incident Date July 14, 2019

Consumer Location ODENTON, MD

Vehicle Identification Number 19XFC2F55GE****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

TL* THE CONTACT OWNS A 2016 HONDA CIVIC. THE CONTACT STATED THAT THE AIR CONDITIONER WAS BLOWING HOT AIR. THE CONTACT DROVE THE VEHICLE TO BROWNS HONDA CITY (7160 RITCHIE HWY, GLEN BURNIE, MD 21061, (410) 553-8014) WHERE IT WAS DIAGNOSED THAT THE AIR CONDITIONER COMPRESSOR WAS CRACKED AND A NEW ONE NEEDED TO BE INSTALLED. THE VEHICLE WAS NOT REPAIRED BECAUSE THE DEALER DID NOT HAVE THE PART. THE MANUFACTURER WAS NOT MADE AWARE OF THE FAILURE. THE FAILURE MILEAGE WAS 44,837.

1 Affected Product

a. Vehicle

MAKE	MODEL	YEAR
HONDA	CIVIC	2016

July 13, 2019 NHTSA ID NUMBER: 11231578

Components: UNKNOWN OR OTHER

NHTSA ID Number: 11231578

Incident Date July 1, 2019

Consumer Location ALTAMONTE SPRINGS, FL

Vehicle Identification Number 2HGFC1F71GH****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

THE AC COMPRESSOR IS NOT WORKING, AND LEAKING FLUIDS WHICH IS BAD FOR THE ENVIRONMENT. PURCHASED VEHICLE AND DEALERSHIP "CHARGED UP" THE COMPRESSOR, 3 DAYS LATER IT WAS NOT WORKING. TOOK IT BACK IN AND THEY FILLED IT UP AGAIN, 3 DAYS LATER IT STOPPED WORKING. THEY CANNOT SEEM TO FIND THE ISSUE, BUT THERE IS AN AC COMPRESSOR FAILURE IN THIS MODEL, WHICH I UNFORTUNATELY HAVE.

1 Affected Product Vehicle

MAKE	MODEL	YEAR
HONDA	CIVIC	2016

July 11, 2019 NHTSA ID NUMBER: 11231089

Components: UNKNOWN OR OTHER

NHTSA ID Number: 11231089

Incident Date July 2, 2019

Consumer Location DUBLIN, OH

Vehicle Identification Number 19XFC2F56GE****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

NO COLD AIR COMING OUT WITH AC ON. NEEDED TO REPLACE A LEAKING AC COMPRESSOR AT 45,000 MILES.

**1 Affected Product
Vehicle**

MAKE	MODEL	YEAR
HONDA	CIVIC	2016

July 9, 2019 NHTSA ID NUMBER: 11230470

Components: UNKNOWN OR OTHER

NHTSA ID Number: 11230470

Incident Date June 10, 2019

Consumer Location NORTH CHESTERFIELD, VA

Vehicle Identification Number VIN19XFC2F5****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

THE AIR CONDITIONING UNIT OF MY 2016 HONDA CIVIC SEDAN FAILED TO FUNCTION NORMALLY AFTER HAVING WORKED PROFITABLY AT THE START OF THIS SUMMER SEASON. REPLACING THE FUSES ASSOCIATED WITH THE AIR CONDITIONER'S FUNCTION DID NOT YIELD IN A CHANGE IN PERFORMANCE.

AFTER HAVING TAKEN THE VEHICLE TO A DEALERSHIP FOR SERVICE, IT WAS FOUND THAT THE CONDENSER OF THE CIVIC WAS FAULTY. NEITHER TRAUMA NOR DAMAGE WAS FOUND BY THE SERVICE PERSONNEL. FURTHERMORE, THEY HAD INDICATED THAT THIS IS QUITE A COMMON COMPLAINT OF THIS YEAR'S MODEL.

THANK YOU FOR YOUR TIME AND FOR YOUR CONSIDERATION OF THIS MANUFACTURING ISSUE.

**1 Affected Product
Vehicle**

MAKE	MODEL	YEAR
HONDA	CIVIC	2016

July 9, 2019 NHTSA ID NUMBER: 11230447

Components: VISIBILITY/WIPER, UNKNOWN OR OTHER

NHTSA ID Number: 11230447

Incident Date June 20, 2019

Consumer Location CHESTERFIELD, VA

Vehicle Identification Number 19XFC2E52GE****

Summary of Complaint**CRASHNo****FIRENo****INJURIES0****DEATHS0**

2016 HONDA CIVIC, AIR CONDITIONING QUIT WORKING CAUSING THE DEFROSTER NOT TO WORK CREATING A DANGEROUS VISIBILITY BECAUSE THE WINDSHIELD REMAINED FOGGY.

1 Affected Product**a. Vehicle**

MAKE	MODEL	YEAR
HONDA	CIVIC	2016

July 6, 2019 NHTSA ID NUMBER: 11229799**Components: ELECTRICAL SYSTEM****NHTSA ID Number: 11229799****Incident Date May 27, 2019****Consumer Location YUBA CITY, CA****Vehicle Identification Number 2HGFC2F5XGH********Summary of Complaint****CRASHNo****FIRENo**

INJURIES0**DEATHS0**

MY 2016 HONDA CIVIC AIR CONDITIONING COMPRESSOR FAILED AND NO LONGER BLOWS COLD AIR. I REVIEWED SEVERAL HONDA MESSAGE BOARDS AND FORUMS AND DISCOVERED THAT THIS IS A COMMON PROBLEM WITH THIS MODEL VEHICLE THAT HOMDA REFUSES TO ACKNOWLEDGE.

1 Affected Product**a. Vehicle**

MAKE	MODEL	YEAR
HONDA	CIVIC	2016

July 5, 2019 NHTSA ID NUMBER: 11229605

Components: UNKNOWN OR OTHER

NHTSA ID Number: 11229605

Incident Date June 26, 2019

Consumer Location SAN FRANCISCO, CA

Vehicle Identification Number 2HGFC2F70GH****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

AC IS FAULTY FROM THE FACTORY. FROM THE TIME I BOUGHT THE CAR IN 2016, THE AC HAS BEEN MAKING HISSING NOISES THAT WERE RPM DEPENDENT. WHEN I TOOK IT IN UNDER WARRANTY, THEY CHARGED THE FREON AND IT WAS BACK TO HOW IT WAS IN THE BEGINNING. BECAUSE IT WAS BLOWING COLD AIR, I THOUGHT THE HISSING NOISE WAS NORMAL. BUT IT STARTED BLOWING HOT AIR ANOTHER YEAR AFTER IT WAS FIXED. THIS TIME, THE DEALERSHIP SAYS A FAULTY CONDENSOR WAS THE CULPRIT, AND THE REPAIR BILL WOULD BE \$1160. IT TURNS OUT MANY OTHER OWNERS OF THIS CAR ALSO EXPERIENCED THIS SAME ISSUE, WHERE DEALERS CHARGED THE FREON WITHOUT FIXING THE PROBLEM BEFORE WARRANTY, BUT QUICKLY FIND THE CONDENSOR OR COMPRESSOR BROKEN AFTER THE WARRANTY FOR THE SAME SYMPTOMS.

1 Affected Product Vehicle

MAKE	MODEL	YEAR
HONDA	CIVIC	2016

July 4, 2019 NHTSA ID NUMBER: 11229488

Components: UNKNOWN OR OTHER

NHTSA ID Number: 11229488

Incident Date June 10, 2019

Consumer Location WAXAHACHIE, TX

Vehicle Identification Number 2HGFC2F56GH****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

REFRIGERANT LEAKING NOT GOOD FOR THE ENVIRONMENT , WHILE DRIVING COOL AIR JUST WENT OFF AND IT STARTED BLOWING HOT AIR.THE CAR ONLY HAS 86,000 MILES

1 Affected Product
Vehicle

MAKE	MODEL	YEAR
HONDA	CIVIC	2016

July 2, 2019 NHTSA ID NUMBER: 11228896

Components: UNKNOWN OR OTHER

NHTSA ID Number: 11228896

Incident Date March 2, 2019

Consumer Location BROOKFIELD, WI

Vehicle Identification Number 19XFC1F95GE****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

THE A/C STOPPED WORKING SHORTLY AFTER 3 YEARS BUT LUCKILY IT WAS STILL COVERED UNDER MY CERTIFIED HONDA WARRANTY. TOOK THE CAR TO THE HONDA DEALER AND THE TECHNICIAN SAID A/C PROBLEMS ARE A COMMON PROBLEM THEY SEE. CHECK FOR LEAKS AND RECHARGED THE SYSTEM. IT'S BEEN 3 MONTHS NOW AND THE A/C IS STARTING TO BECOME INEFFECTIVE AGAIN.

**1 Affected Product
Vehicle**

MAKE	MODEL	YEAR
HONDA	CIVIC	2016

June 29, 2019 **NHTSA ID NUMBER: 11228447**

Components: UNKNOWN OR OTHER

NHTSA ID Number: 11228447

Incident Date June 20, 2019

Consumer Location LOS ANGELES, CA

Vehicle Identification Number 2HGFC2F55GH****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

BOUGHT CAR DECEMBER 22 2016 IN JUNE 2019 AC SYSTEM BROKE DOWN
DEALER SAYS CAR IS OUT OF WARRANTY WE CANT HELP YOU I BELIEVE
THIS IS UNFAIR AND HONDA FINANCIAL WANTS ME TO CONTINUE PYING
FOR A VEHICLE THAT I BELIEVE IS A LEMON

**1 Affected Product
Vehicle**

MAKE	MODEL	YEAR
HONDA	CIVIC	2016

June 29, 2019 **NHTSA ID NUMBER: 11228371**

Components: UNKNOWN OR OTHER

NHTSA ID Number: 11228371

Incident Date June 23, 2017

Consumer Location MEDINA, OH

Vehicle Identification Number 19XFC2F77GE****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

TAKARA RECALL

I BOUGHT THE CAR MARCH 2016. SUMMERS GET PRETTY HOT IN OHIO SO OF COURSE I HAVE TO USE THE AC. WORKED PERFECTLY THAT YEAR. WELL THE FOLLOWING YEAR WHEN I WENT TO USE IT IT NEVER WORKED AT ALL. BLEW OUT WARM AIR AND NEVER COOLED DOWN. SO WHEN I CONTACTED THE DEALER THEY SAID " MAYBE YOU HAVE A PIN HOLE IN A LINE, MAYBE COMPRESSOR, LOW FREON OR SOMETHING ELSE." I WAS PRETTY UPSET THAT IT WASN'T UNDER WARRANTY ANYMORE BUT HOW COULD SOMETHING GO WRONG AFTER ONE SUMMER. I HAVE KIDS AND I'M UNABLE TO TAKE THEM ANYWHERE IN MY CAR BECAUSE IT'S SO HOT. I HAVE A BUDDY WHO HAS THE SAME YEAR AND TYPE VEHICLE AND HE HAS ACTUALLY THE SAME PROBLEM. I HAVE READ PLENTY OF OTHER COMPLAINTS ABOUT THIS AND WONDER WHY THE AC SYSTEM HASN'T

HAD A RECALL YET. TOLD IT COULD COST UP TO \$1000.00 TO FIX. DEALERSHIP HAS HAD COMPLAINTS ABOUT THIS AND CANT DO ANYTHING UNTIL A RECALL IS IN PLACE BUT SAID THEY WILL REIMBURSE ME WHEN THERE IS ONE SO HOLD ON TO RECEIPT. SEEMS TO BE A COMMON ISSUE. I REALLY HOPE HONDA LOOKS INTO THIS MATTER. BECAUSE IT IS REALLY UPSETTING THAT THIS HAPPENED ONLY AFTER ONE YEAR OF DRIVING IT.

**1 Affected Product
Vehicle**

MAKE	MODEL	YEAR
HONDA	CIVIC	2016

June 24, 2019 **NHTSA ID NUMBER: 11222332**

Components: UNKNOWN OR OTHER

NHTSA ID Number: 11222332

Incident Date June 24, 2019

Consumer Location HEMPSTEAD, NY

Vehicle Identification Number 19XFC2F51GE****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

MY AC IS NOT WORKING PROPERLY ONE VENT IS MORE COOLER THAN THE VENT THAT IS ON THE DRIVER SIDE.

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
HONDA	CIVIC	2016

June 24, 2019 **NHTSA ID NUMBER: 11222259**

Components: UNKNOWN OR OTHER

NHTSA ID Number: 11222259

Incident Date June 1, 2019

Consumer Location COACHELLA, CA

Vehicle Identification Number 2HGFC2F87GH****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

THE AC KEEPS GOING OUT. I HAVE TO HAVE THE COMPRESSOR REPLACE TWICE AND 2 OTHER PARTS REPLACED TWICE. THE FREON STARTS TO BLOW OUT OF THE VENTS INTO THE PASSENGER COMPARTMENT. THIS IS DANGEROUS I ALWAYS HAVE MY KIDS WITH ME. WE ALWAYS HAVE INFECTIONS THAT CAN BE ATTRIBUTED TO BREATHINNG IN THIS FREON. EVERY YEAR IT GETS FIXED IN THE SUMMER. IT WORKS FINE FOR OYR 2 SUMMER MONTHS THEN I DONT HAVE TO USE IT THAT OFTEN BUT AS SOON AS THE HEAT ROLLS UP AGAIN I TAKE IT IN FOR A CHECK AND IT HAS NO FREON LEFT.

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
HONDA	CIVIC	2016

June 17, 2019 **NHTSA ID NUMBER: 11220639**

Components: UNKNOWN OR OTHER

NHTSA ID Number: 11220639

Incident Date May 18, 2019

Consumer Location DELMAR, NY

Vehicle Identification Number 19XFC2F74GE****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

AIR CONDITIONING SYSTEM NOT FUNCTIONAL (DISCOVERED MAY 2019). BLOWS ONLY HOT AIR. 31-32K MILEAGE ON CAR (ON MAY 2019). PURCHASED CAR NEW IN FEB 2016. HAD NOTICED A DECREASE IN COOLING EFFICIENCY IN SUMMER OF 2018, BUT DIDN'T TAKE CAR IN FOR INSPECTION, SINCE I DON'T USE A/C MUCH. DIDN'T NEED TO USE A/C AGAIN UNTIL MAY 2019. CAR WAS <4 MONTHS OVER 3 YEAR WARRANTY (BUT UNDER 36K MILES), SO DEALERSHIP WHERE CAR WAS PURCHASED REFUSED TO COVER REPAIR COST UNDER WARRANTY. WAS GIVEN REPAIR ESTIMATE OF \$1,150, WHICH WAS TO COVER COST OF REPLACING A/C CONDENSER, O-RING IN DISCHARGE LINE, AND NEW REFRIGERANT RE-CHARGE. WHEN DRIVING IN RAINY, HIGH HUMIDITY WEATHER, WINDOWS MORE PRONE TO FOGGING UP BECAUSE THERE'S NO COOL AIR TO BLOW ON INSIDE OF WINDOW TO CLEAR CONDENSATION - BECAUSE A/C SYSTEM IS NON-FUNCTIONING.

**1 Affected Product
Vehicle**

MAKE	MODEL	YEAR
HONDA	CIVIC	2016

June 14, 2019 **NHTSA ID NUMBER: 11220169**

Components: UNKNOWN OR OTHER

NHTSA ID Number: 11220169

Incident Date June 14, 2019

Consumer Location CANTON, MA

Vehicle Identification Number 19XFC1F90GE****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

A/C STOPPED WORKING AFTER 55,000 MILES AND OWNING FOR 3 YEARS. WHEN DISCUSSED WITH THE DEALER, THEY ADVISED THAT IT WAS THE AIR CONDENSER THAT WAS FAULTY AND NEEDED TO BE REPLACED. STANDARD LIFETIME FOR AN AIR CONDENSER IS WELL BEYOND THE 3 YEAR TIMEFRAME. THE DEALER ALSO ADVISED THAT THERE HAVE BEEN NUMEROUS 2016 HONDA CIVIC'S IN WITH THE SAME ISSUE BUT THERE IS NO RECALL. THE COST TO REPAIR THIS ISSUE WAS OVER \$1,000 WITH MY DEALER AND SHOULD NOT BE OCCURRING AT THIS POINT IN THE CAR'S LIFE.

**1 Affected Product
Vehicle**

MAKE	MODEL	YEAR
------	-------	------

HONDA	CIVIC	2016
-------	-------	------

June 12, 2019 **NHTSA ID NUMBER: 11219550**

Components: UNKNOWN OR OTHER

NHTSA ID Number: 11219550

Incident Date June 9, 2019

Consumer Location CONROE, TX

Vehicle Identification Number 19XFC1F95GE****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

A/C DOES NOT WORK WELL. CAR BLOWS WARM AIR. VEHICLE HAS 32,900 MILES.

1 Affected Product Vehicle

MAKE	MODEL	YEAR
------	-------	------

HONDA	CIVIC	2016
-------	-------	------

May 30, 2019 NHTSA ID NUMBER: 11216947

Components: UNKNOWN OR OTHER

NHTSA ID Number: 11216947

Incident Date May 12, 2019

Consumer Location WOODBRIDGE, VA

Vehicle Identification Number 19XFC2F5XGE****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

A/C HAS GONE BAD IN LESS THAN 3 YEARS OF OWNING THE VEHICLE AND HAS BEEN REPORTED AS A COMMON ISSUE IN 10TH GENERATION HONDA CIVICS.

1 Affected Product Vehicle

MAKE	MODEL	YEAR
HONDA	CIVIC	2016

May 27, 2019 NHTSA ID NUMBER: 11210135

Components: UNKNOWN OR OTHER

NHTSA ID Number: 11210135

Incident Date May 13, 2019

Consumer Location THE WOODLANDS, TX

Vehicle Identification Number 7FARW1H55HE****

Summary of Complaint**CRASHNo****FIRENo****INJURIES0****DEATHS0**

A/C EVAPORATOR COIL HAD BAD WELD. \$1600 REPAIR AFTER
EVAPORATOR COIL REPLACEMENT, EVAC, AND REFILL OF FREON.

**1 Affected Product
Vehicle**

MAKE	MODEL	YEAR
HONDA	CIVIC	2016

May 17, 2019 NHTSA ID NUMBER: 11208305**Components: UNKNOWN OR OTHER****NHTSA ID Number: 11208305****Incident Date** May 17, 2019**Consumer Location** BRISTOL, CT**Vehicle Identification Number** 19XFC1F91GE******Summary of Complaint****CRASHNo****FIRENo****INJURIES0****DEATHS0**

THERE WAS A FAILURE OF THE AC CONDENSER CAUSING THE NEED TO
REPLACE THE WHOLE UNIT, AS WELL AS THE SENSOR. THE CORPORATE

HONDA REPRESENTATIVE EVEN ADMITTED ON THE PHONE THAT THEIR DEALERSHIPS HAVE REPORTED SIMILAR ISSUES WITH THE CONDENSERS ON THE CIVIC MODELS, INCLUDING UNITS DELIVERED FROM THE FACTOR THAT HAD ALREADY FAILED. A SIMPLE SEARCH OF CREDITED AUTOMOTIVE REVIEW SITES SHOWN MANY EXAMPLES FOR THIS MODEL YEAR, WHERE THE AC UNITS HAVE FAILED. AS THE CORPORATE OFFICE HAS FAILED TO ISSUES A VOLUNTARY RECALL FOR THIS ISSUE, I ASK THAT YOU LOOK INTO THIS AND PROTECT THE CONSUMER. THANK YOU.

1 Affected Product Vehicle

MAKE	MODEL	YEAR
HONDA	CIVIC	2016

May 16, 2019 NHTSA ID NUMBER: 11208084

Components: UNKNOWN OR OTHER

NHTSA ID Number: 11208084

Incident Date May 16, 2019

Consumer Location Unknown

Vehicle Identification Number 19XFC2F74GE****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

AIR CONDITIONING SYSTEM DOES NOT WORK. DEALER WANTS \$2,382.15 TO REPLACE A/C COMPRESSOR W/ CLUTCH AND COIL (\$1500.26),

CONDENSER (\$599.04), EVACUATE AND RECHARGE COMPLETE(\$159.95) FILTERS AND AIR CLEANERS (\$122.90) , AIR VENTILATION SYSTEM CLEANING (\$89.95). 2016 HONDA CIVIC EX 70,491 MILES. LAST YEAR I BROUGHT THE CAR TO DEALER AND THEY VACUUMED AND REFILLED THE SYSTEM (\$159.95). THIS YEAR SAME PROBLEM, NO COLD AIR AND NOW BEING TOLD ENTIRE SYSTEM IS DEFECTIVE. I CAN NOT PROPERLY CLEAR MY FRONT WINDSHIELD BECAUSE DOES NOT WORK PROPERLY BECAUSE I DON'T HAVE A/C .

1 Affected Product

a. Vehicle

MAKE	MODEL	YEAR
HONDA	CIVIC	2016

April 12, 2019 NHTSA ID NUMBER: 11195910

Components: UNKNOWN OR OTHER

NHTSA ID Number: 11195910

Incident Date March 12, 2018

Consumer Location SUSSEX, NJ

Vehicle Identification Number 19XFC1F95GE****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

RANDOMLY HEARD A POP, AND THE AC STOPPED WORKING. TOOK CAR TO A DEALERSHIP THAT TRIED TO TELL ME IT WAS ROAD HAZARD DAMAGE. AFTER LEAVING HONDA I CALLED BACK TO INQUIRE MORE INFORMATION, HONDA REFUSED TO SHOW ME THE ISSUE BUT TOLD ME THEY WOULD CHARGE ME \$200 FOR A DIAGNOSIS FEE. SOMETHING SEEMED WRONG. CHECKED ONLINE AND SAW THOUSANDS OF COMPLAINTS FOR THE SAME ISSUE. CALLED HONDA CORPORATE AND WAS TOLD TO TAKE IT FOR A SECOND OPINION ELSEWHERE. THEY KNEW ABOUT THE AC ISSUES AND SAID IT WOULD BE COVERED UNDER WARRANTY EXCEPT MY CAR IS OUT OF WARRANTY BECAUSE OF HIGH MILEAGE. WITHOUT THE AC THE DEFOGGER DOESN'T WORK. THIS IS EXTREMELY UNSAFE IN CERTAIN WEATHER CONDITIONS. NOT SURE HOW TO GET HONDA TO RECALL THIS BUT IT SEEMS THEY HAVE A HISTORY OF AC UNITS NOT WORKING PROPERLY IN CARS. IF SOMEONE DIES ON THE ROADWAY BECAUSE OF A VISIBILITY ISSUE, HONDA WILL HAVE A MAJOR LAWSUIT AHEAD OF THEM. HELP US HONDA OWNERS GET THE RECALL WE DESERVE SO WE CAN SAFELY DRIVE THE CARS WE SPENT SO MUCH MONEY ON. THIS IS UNSAFE AND NOT OKAY!

**1 Affected Product
Vehicle**

MAKE	MODEL	YEAR
HONDA	CIVIC	2016

April 8, 2019 NHTSA ID NUMBER: 11194751

Components: UNKNOWN OR OTHER

NHTSA ID Number: 11194751

Incident Date March 26, 2019

Consumer Location CHINO HILLS, CA

Vehicle Identification Number 2HGFC2F82GH****

Summary of Complaint**CRASH**No**FIRE**No**INJURIES**0**DEATHS**0

IN THE SUMMER OF 2018, WITH THE AIR CONDITIONING SYSTEM ON, IT WAS BLOWING WARM AIR ON THE DRIVER SIDE WHILE THE PASSENGER SIDE DISCHARGING COLD AIR. TOOK THE CAR TO THE DEALER FOR INSPECTION. THE SERVICE DEPARTMENT INFORMED US THERE WAS A LEAK. A DYE WAS ADDED TO THE RECHARGED REFRIGERANT. EARLY THIS MONTH, APRIL, THE AC WASN'T PROVIDED ANY COOLING. TOOK THE CAR TO THE DEALER AND WAS INFORMED THAT THE AC COMPRESSOR ALONG WITH REFRIGERANT PIPING WAS LEAKING AND NEED TO BE REPLACED.

**1 Affected Product
Vehicle**

MAKE	MODEL	YEAR
HONDA	CIVIC	2016

November 3, 2018 NHTSA ID NUMBER: 11145156**Components: VISIBILITY/WIPER, UNKNOWN OR OTHER****NHTSA ID Number: 11145156****Incident Date** October 18, 2018**Consumer Location** SANTA PAULA, CA**Vehicle Identification Number** 19XFC2F51GE******Summary of Complaint**

CRASHNo

FIRENo

INJURIES0

DEATHS0

AIR CONDITIONING SYSTEM WENT OUT. BLOWS WARM AIR AND MAKES HISsing NOISES. IT TAKES A VERY LONG TIME TO DEFOG THE WINDSHIELD REDUCING VISIBILITY WHILE DRIVING AND MAKING IT UNCOMFORTABLE TO DRIVE. THE VEHICLE WAS IN MOTION WHEN THE PROBLEM WAS FIRST NOTICED. IT TAKES OVER 10 MINUTES TO DEFOG THE VEHICLE.

**1 Affected Product
Vehicle**

MAKE	MODEL	YEAR
HONDA	CIVIC	2016

October 6, 2018 NHTSA ID NUMBER: 11138807

Components: UNKNOWN OR OTHER

NHTSA ID Number: 11138807

Incident Date October 6, 2018

Consumer Location STRONGSVILLE, OH

Vehicle Identification Number 2HGFC2F71GH****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

AIR CONDITIONING A/C HAS BEEN NOT WORKING FOR THE LAST MONTH OR TWO. IT STARTED OFF BLOWING WARM AIR ON THE DRIVERS SIDE AND COOL ON THE PASSENGER SIDE. AFTER A FEW DAYS IT'S WARM ON BOTH SIDES NOW. THIS IS AN ONGOING PROBLEM WITH OTHER CIVIC OWNERS I KNOW. THIS NEEDS TO BE FIXED BY HONDA. I'VE HAD HONDA VEHICLES FOR PLENTY OF YEARS. ACCORDS, CRV AND OTHER YEAR CIVICS. I'M READY TO GIVE IT UP, SO MUCH FOR RELIABILITY.

**1 Affected Product
Vehicle**

MAKE	MODEL	YEAR
HONDA	CIVIC	2016

August 6, 2018 NHTSA ID NUMBER: 11118112

Components: UNKNOWN OR OTHER

NHTSA ID Number: 11118112

Incident Date August 3, 2018

Consumer Location WARWICK, NY

Vehicle Identification Number 19XFC2F77GE****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

AC ON THE DRIVER SIDE WARM AIR PASSENGER SIDE COLD AIR THEN NOTHING. THIS STARTED WHILE DRIVING ON THE HIGHWAY AUGUST 3RD 2018 AND STOPPED WORKING AUGUST 6TH 2018

**1 Affected Product
Vehicle**

MAKE	MODEL	YEAR
HONDA	CIVIC	2016

July 30, 2018 NHTSA ID NUMBER: 11114617

Components: VISIBILITY/WIPER, UNKNOWN OR OTHER

NHTSA ID Number: 11114617

Incident Date July 27, 2018

Consumer Location SUSSEX, NJ

Vehicle Identification Number 19XFC1F95GE****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

THE AC COMPRESSOR AND CONDENSER ARE BOTH LEAKING. ONE DEALERSHIP TRIED TO TELL ME THEY WERE LEAKING BECAUSE A ROCK HIT IT AND CAUSED THE DAMAGE, AND IT COSTS \$600 TO FIX. BUT UPON PROPER DIAGNOSIS FROM ANOTHER DEALERSHIP, THEY DID TELL ME BOTH THE COMPRESSOR AND CONDENSER ARE LEAKING, AND IT WAS NOT CAUSED BY ROAD HAZARD DAMAGE. THESE PRODUCTS HAVE KNOWN ISSUES THAT PEOPLE HAVE LISTED ONLINE. MY CAR IS OUT OF WARRANTY, SO THE DEALERSHIP HAD TO FILE A CLAIM THROUGH GOOD WILL. THEY SAID THEY WERE WILLING TO PAY 50/50, WHICH LEAVES ME TO PAY \$842 BEFORE TAXES TO GET THIS ISSUE FIXED. THERE NEEDS TO BE A BETTER SOLUTION. THIS IS UNSAFE THAT ALL OF THESE CARS

HAVING LEAKING CONDENSERS AND COMPRESSORS AND IT IS A SCAM TO HAVE THE CUSTOMER PAY ANYTHING TO FIX AN ISSUE LIKE THIS. THIS IS EXTREMELY UNSAFE BECAUSE WHEN IT IS HOT WEATHER OR RAINING AND THEN IT GETS COLD THE WINDSHIELD FOGS UP AND DOESN'T ALLOW YOU TO SEE WITHOUT HAVING THE AIR ON. THE AC HELPS TO ELIMINATE ANY VISIBILITY ISSUES WHEN THE WEATHER CHANGES. CURRENTLY MY WINDSHIELD KEEPS FOGGING UP DUE TO NOT HAVING THE AC, ESPECIALLY WHEN ANOTHER CAR IS COMING TOWARDS ME WITH THEIR HEADLIGHTS, MY WINDSHIELD BLINDS ME. THIS IS EXTREMELY UNSAFE AND WILL CAUSE AN ACCIDENT. IF SOMEONE CAN PLEASE HELP ME BY LOOKING INTO THIS ISSUE AND POSSIBLE POSTING A SAFETY RECALL ON THESE PRODUCTS, I WOULD TRULY APPRECIATE IT. I ALREADY SPOKE TO CORPORATE HONDA AND THEY DON'T SEEM TO CARE AND THEY SAY THAT THEY DON'T PUT OUT THEIR OWN RECALLS. BUT THIS IS A SERIOUS ISSUE THAT IS NOT OKAY, AND I SHOULD NOT HAVE TO PAY ANYTHING TO HAVE A FAULTY SYSTEM FIXED, WHEN I BOUGHT THE CAR THIS WAY. I NOTICED THIS ISSUE AFTER THE CAR WAS ALREADY OUT OF WARRANTY, IT DIDN'T HAPPEN ON ONE SPECIFIC DAY, IT IS AN ONGOING ISSUE.

1 Affected Product

a. Vehicle

MAKE	MODEL	YEAR
HONDA	CIVIC	2016

September 25, 2017 NHTSA ID NUMBER: 11025487

Components: UNKNOWN OR OTHER

NHTSA ID Number: 11025487

Incident Date September 25, 2017

Consumer Location GILBERTS, IL

Vehicle Identification Number 19XFC2F52GE****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

CAR IS ONLY ONE YR OLD, NOT EVEN 33,000 MILES AIR CONDITIONER BLOWING HOT AIR, MANY OF MY FRIENDS HAVE SAME PROBLEM. HONDA WON'T HONOR WARRANTY. WANTS TO CHARGE OVER \$500.00 TO START.

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
HONDA	CIVIC	2016

April 27, 2017 NHTSA ID NUMBER: 10981086

Components: SERVICE BRAKES, ELECTRICAL SYSTEM, FUEL/PROPULSION SYSTEM

NHTSA ID Number: 10981086

Incident Date April 25, 2017

Consumer Location BLANCHESTER, OH

Vehicle Identification Number N/A

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

THE AC HAS WENT OUT ON TWO OCCASIONS. THE FIRST OCCASION WAS DUE TO THE SYSTEM NEEDING TO BE RECHARGED. THE SECOND BEING A HOSE WAS NOT CONNECTED CORRECTLY. THE BACK TWEETER SPEAKERS WENT OUT AND HAD TO BE REPLACED. 3 AUDIO UPDATES NEEDED TO BE DONE. WHILE DRIVING THE CAR STOPPED ACCELERATING AND THE CAR STARTED SHAKING. THERE WAS NO BRAKES OR POWER STEERING AT THIS TIME. DIFFERENT CODES STARTED LIGHTING UP THE DASH. I WAS ABLE TO GET THE CAR STOPPED AND OFF THE ROAD INTO THE DITCH AREA. IT IS CURRENTLY AT HONDA.

1 Affected Product

a. Vehicle

MAKE	MODEL	YEAR
HONDA	CIVIC	2016

September 2, 2016 NHTSA ID NUMBER: 10903307

Components: UNKNOWN OR OTHER

NHTSA ID Number: 10903307

Incident Date July 14, 2016

Consumer Location COLUMBIA, MD

Vehicle Identification Number 19XFC1F36GE****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

CAR PURCHASED IN MAY , WITH 3700 K HAS HAD 3 ISSUES: GETTING READY TO BACK UP OUT OF DRIVEWAY - THE BACKUP SCREEN WAS DIMINISHED TO A SMALL SLIVER ACROSS THE TOP OF ENTIRE SCREEN WITH THE BALANCE OF SCREEN BLACK. TOOK IT TO DEALER TO BE FIXED. WHEN I DROVE AWAY, ERROR MESSAGES, "TIRE PRESSURE LOW, BRAKE SYSTEM PROBLEM, CHARGING SYSTEM PROBLEM AND ANTI LOCK BRAKE SYSTEM PROBLEM." TOOK IT RIGHT BACK TO THE DEALER, THEY SAID THE TECHNICIAN FAILED TO FORGOT TO ALLOW THE COMPUTER TO RUN THRU THE ENTIRE CYCLE BEFORE RETURNING THE CAR TO ME. JUST HAD PROBLEM WITH THE A/C. CAR WOULD BLOW HOT AIR AFTER 15 MINS OF DRIVING - WAS TOLD HOSE WAS COLLAPSING KEEPING COLD AIR FROM COMING OUT. HOSE WAS REPLACED- DID NOT FIX THE PROBLEM, SAME ISSUE AFTER 15 MINS OF DRIVING. HAD TO COMPLETELY TURN OFF AIR AND LEAVE IT OFF FOR 1/2 HOUR OR MORE TO GET A/C TO WORK. DEALER HAS NOW REPLACED THE A/C COMPRESSOR.

**1 Affected Product
Vehicle**

MAKE	MODEL	YEAR
HONDA	CIVIC	2016

September 4, 2019 NHTSA ID NUMBER: 11253081

Components: UNKNOWN OR OTHER

NHTSA ID Number: 11253081

Incident Date May 29, 2019

Consumer Location PERRIS, CA

Vehicle Identification Number 2HGFC2F54HH*****

Summary of Complaint**CRASHNo****FIRENo****INJURIES0****DEATHS0**

017 HONDA CIVIC A/C CONDENSER FAILED FROM FACTORY. HONDA DOES NOT HAVE REPLACEMENT PARTS. PARTS ARE BACK ORDERED 1-2 MONTH CUSTOMERS ONLY OPTION IS TO PAY FOR REPAIR OUT OF POCKET.

**1 Affected Product
Vehicle**

MAKE	MODEL	YEAR
HONDA	CIVIC	2017

August 4, 2019 NHTSA ID NUMBER: 11241570

Components: UNKNOWN OR OTHER

NHTSA ID Number: 11241570

Incident Date July 21, 2019

Consumer Location LYNN, MA

Vehicle Identification Number 19XFC2F5XHE****

Summary of Complaint**CRASHNo****FIRENo****INJURIES0****DEATHS0**

2017 HONDA CIVIC A/C CONDENSER FAILED FROM FACTORY. HONDA DOES NOT HAVE REPLACEMENT PARTS NOR WILL THEY PROVIDE AN ETA FOR NEW PARTS. HONDA ALSO REFUSES TO PROVIDE LOANER CARS FOR AFFECTED CUSTOMERS. CUSTOMERS ONLY OPTION IS TO PAY FOR REPAIR OUT OF POCKET AND ATTEMPT TO GET A REIMBURSEMENT FROM HONDA.

1 Affected Product Vehicle

MAKE	MODEL	YEAR
HONDA	CIVIC	2017

July 19, 2019 NHTSA ID NUMBER: 11233408

Components: UNKNOWN OR OTHER

NHTSA ID Number: 11233408

Incident Date July 5, 2019

Consumer Location PEARL RIVER, NY

Vehicle Identification Number 2HGFC2F53HH****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

I BROUGHT THE CAR TO THE DEALER ON JULY 6 BECAUSE THE AIR CONDITIONER STOPPED WORKING AND THE CAR IS UNDER WARRANTY.

IT IS UNSAFE TO DRIVE THE CAR WITHOUT A/C IN THIS HEAT AND HUMIDITY. THE DEALER DETERMINED THAT THE CONDENSER HAD FAILED AND THAT MANY 2016 AND 2017 HONDA HAVE HAD THIS PROBLEM. THE PART IS ON A NATIONAL BACK ORDER AND THEY HAVEN'T BEEN ABLE TO GET THE PART. I OPENED A CASE WITH HONDA CUSTOMER SERVICE AND IT APPEARS THAT THERE ARE OVER 3000 CARS WITH THIS PROBLEM. AS OF TODAY, 7/19, THEIR BEST ESTIMATE IS THAT THEY MAY HAVE THE PART ON 7/25. NO GUARANTEE. MY CAR WILL BE OUT OF SERVICE FOR NEARLY THREE WEEKS AT THE LEAST. MORE IMPORTANTLY, MANY OF THESE CARS ARE BEING DRIVEN IN THIS HEAT ,WITHOUT A/C, WHICH IS DEFINITELY AN UNSAFE CONDITION.

**1 Affected Product
Vehicle**

MAKE	MODEL	YEAR
HONDA	CIVIC	2017

July 5, 2019 NHTSA ID NUMBER: 11229622

Components: UNKNOWN OR OTHER

NHTSA ID Number: 11229622

Incident Date June 29, 2019

Consumer Location WAUWATOSA, WI

Vehicle Identification Number 19XFC2F54HE****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

I BROUGHT MY 2017 HONDA CIVIC IN FEB/2019. MY AC HAS NOT BEEN USED SINCE I BROUGHT THE CAR UNTIL IT GOT REALLY HOT WHERE I LIVE THIS MONTH. I CALLED THE DEALER AND THEY TOLD ME THAT THE COMPRESSOR IS DAMAGED BECAUSE ROCKS FROM THE HIGHWAY HAS BEEN HITTING AGAINST IT. I EXPLAINED THAT I DON'T KNOW IF THE AC WAS WORKING FROM THE BEGINNING AND THAT THE CAR IS SO LOW TO THE GROUND THAT IT IS TO EXPECTED FOR ROCKS TO HIT UNDER THE CAR. THEY THEN TELL ME THAT IT WILL COST 1200 FOR ME TO GET IT FIXED. HONDA NEEDS TO FIX THIS PROBLEM AND FAST BECAUSE IT IS VERY HOT.

1 Affected Product Vehicle

MAKE	MODEL	YEAR
HONDA	CIVIC	2017

July 2, 2019 NHTSA ID NUMBER: 11229102

Components: UNKNOWN OR OTHER

NHTSA ID Number: 11229102

Incident Date May 6, 2019

Consumer Location NUTLEY, NJ

Vehicle Identification Number 2HGFC2F78HH****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

HONDA CIVIC 2017 MODEL USES NEW COMPRESSOR TO GO WITH NEW REFRIGERANT AND SEEMS TO STOP WORKING WITHOUT ANY REASON. THERE HAS BEEN NO DAMAGE DONE TO THE CAR TO STOP THE COMPRESSOR FROM WORKING, USUAL MAINTENANCE IS KEPT UP WITH THE CAR. THE CAR IS 2 YEARS OLD AND SHOULD NOT HAVE AN ISSUE WITH THE COMPRESSOR FOR NO REASON.

1 Affected Product Vehicle

MAKE	MODEL	YEAR
HONDA	CIVIC	2017

July 2, 2019 NHTSA ID NUMBER: 11228962

Components: UNKNOWN OR OTHER

NHTSA ID Number: 11228962

Incident Date June 29, 2019

Consumer Location DURHAM, NC

Vehicle Identification Number SHHFK7H50HU****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

THE A/C STOPPED WORKING AT 2 YEARS, 4 MONTHS, BUT AS I AM AT 41,000 MILES, IT IS NO LONGER UNDER WARRANTY. I NOTICED IT WHEN DRIVING ON SATURDAY, 6/29/19 THAT THE A/C WAS NO LONGER BLOWING COLD AIR; THIS WAS ON A DAY WHERE THE TEMPERATURE OUTSIDE WAS 99 IN NORTH CAROLINA. THE DEALERSHIP INDICATES THAT THE THERE

ARE BAD SEALS ON THE COMPRESSOR. THEY HAVE QUOTED ME \$2,100 TO REPLACE THE COMPRESSOR AND ADD FREON TO IT. I HAVE SEEN MANY HONDA OWNERS (2016-2017) COMPLAIN OF THIS ISSUE AND AM WONDERING IF THERE'S ANY WAY TO FORCE HONDA TO PAY FOR THESE BAD COMPRESSORS?

1 Affected Product Vehicle

MAKE	MODEL	YEAR
HONDA	CIVIC	2017

June 28, 2019 **NHTSA ID NUMBER: 11228283**

Components: UNKNOWN OR OTHER

NHTSA ID Number: 11228283

Incident Date June 27, 2019

Consumer Location FRAMINGHAM, MA

Vehicle Identification Number 19XFC2F71HE****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

PURCHASED 2017 HONDA CIVIC NEW FROM DEALERSHIP WITH STANDARD NEW CAR WARRANTY. AT 41,000 MILES AIR CONDITIONING STOPPED WORKING. BROUGHT VEHICLE TO DEALERSHIP AND WAS TOLD NEW COMPRESSOR WAS NEEDED AND REPAIR WOULD COST \$986 + TAX. BOUGHT VEHICLE BECAUSE OF REPUTATION FOR RELIABILITY. SOMETHING LIKE THIS HAS NEVER HAPPENED BEFORE AND DEALERSHIP

EVEN ADMITTED THAT THERE HAS BEEN A SEVERE PROBLEM WITH AIR CONDITIONING COMPRESSORS FOR THIS PARTICULAR YEAR AND MAKE VEHICLE. AFTER SEARCHING INTERNET FOR INFORMATION I CAME TO REALIZE THAT THIS IS TRUE AND WONDERED HOW MANY OTHER CONSUMERS WERE FACED WITH THE SAME TYPE REPAIR COSTING OVER \$1,000? FILING THIS COMPLAINT SO THAT WORD GETS OUT AND SOMEONE CAN FINALLY HOLD HONDA ACCOUNTABLE FOR SELLING A PRODUCT WITH A KNOWN DEFECTIVE COMPONENT

1 Affected Product Vehicle

MAKE	MODEL	YEAR
HONDA	CIVIC	2017

November 21, 2018 NHTSA ID NUMBER: 11153170
Components: UNKNOWN OR OTHER
NHTSA ID Number: 11153170

Incident Date November 19, 2018

Consumer Location LONG BEACH, CA

Vehicle Identification Number 2HGFC1F82HH****

Summary of Complaint

CRASHNo

FIRENo

INJURIES0

DEATHS0

MY VEHICLE HAS BEEN HAVING ISSUE WITH THE A/C FOR A COUPLE OF WEEK. TWO DAY AGO MY A/C STOP WORKING SO I TOOK IT TO MY LOCAL HONDA DEALER TO TAKE A LOOK AT IT. THEY TOLD ME THAT THE A/C

COMPRESSOR HAS FAILED AND IT'S NOT COVERED UNDER WARRANTY DUE TO MY CAR HAVING 41K MILES. I TRIED TO EXPLAIN THAT THE CAR IS ONLY A YEAR OLD. THEY (DEALERSHIP) DID NOT WANT TO COVER IT UNDER WARRANTY DUE TO THE MILES. THE REPAIR COST WAS \$1,500. I HAVE READ ONLINE THAT SEVERAL BUYER HAVE HAD THIS PROBLEM. THE DEALER ALSO MENTION THAT THEY HAVE BEEN RECEIVING A LOT OF CARS WITH THE SAME ISSUE. SOMETHING NEEDS TO BE DONE REGARDING THIS ISSUE. ALSO, I FORGOT TO MENTION THAT THE A/C TRIGGERED SOMETHING IN MY VEHICLE THAT WOULD NOT LET IT START FOR SEVERAL HOURS. THE CAR WAS PARKED WHEN THIS OCCURRED. I BELIEVE A RECALL ON THE A/C IS ENTITLED.

**1 Affected Product
Vehicle**

MAKE	MODEL	YEAR
HONDA	CIVIC	2017

35. Honda has long-standing and material knowledge of the Defect. Upon information and belief, Honda through (1) its own records of customers' complaints, (2) dealership repair records, (3) records from the National Highway Traffic Safety Administration ("NHTSA"), (4) warranty and post-warranty claims, (5) pre-sale durability testing and part sales, and (6) other various sources, was aware of the Defect.

36. Honda routinely monitors the internet for complaints similar in substance to those quoted below. Its customer relations department routinely monitors the internet for customer complaints, and it retains the services of third parties to do the same. Further, Honda's customer relations division regularly receives and responds to customer calls concerning, *inter alia*, product defects. Through these sources, Honda knew about the

1 Defect. The NHTSA complaints also indicate Honda's knowledge of the Defect and the
2 potential danger it poses to passengers and the general public.

3 37. Moreover, Honda should have known about the Defect because its customer
4 relations department, which interacts with Honda-authorized service technicians in order
5 to identify potentially widespread vehicle problems and assist in diagnosing vehicle
6 issues, has received numerous reports that the Defect causes a sudden loss of air
7 conditioning. Honda's customer relations department also collects and analyzes field data
8 including, but not limited to, repair requests made at dealerships and service centers,
9 technical reports prepared by engineers that have reviewed vehicles for which warranty
10 coverage is requested, parts sales reports, and warranty claims data.

11 38. Honda's warranty department similarly reviews and analyzes warranty data
12 submitted by its dealerships and authorized technicians in order to identify defect trends
13 in its vehicles. Honda dictates that when a repair is made under warranty (or warranty
14 coverage is requested), service centers must provide Honda with detailed documentation.
15 Honda also requires service centers to save the broken parts in case Honda audits the
16 dealership, or otherwise acts to verify the warranty repair. For their part, service centers
17 are meticulous about providing this detailed information about in-warranty repairs
18 because Honda withholds payment for the repair if the complaint, cause, and correction
19 are not sufficiently described.

20 39. Honda's knowledge can also be inferred because several NHTSA complaints
21 reference that the manufacturer—Honda—has been notified of consumers' concerns
22 regarding the air conditioning systems in the Class Vehicles.

23 **C. Honda Actively Concealed the Defect From Plaintiff and the Class**

24 40. For several years, when confronted by Plaintiff and Class members, Honda
25 denied the Defect's existence and, in many cases, charged consumers many thousands of
26 dollars for part replacements and service related to the Class Vehicles' air conditioning
27 systems. Consumers paid for these repairs not knowing that Honda had defectively
28 manufactured and/or designed the Class Vehicles' air conditioning systems.

1 41. Indeed, from May 18, 2017, through August 14, 2017, Honda issued secret
2 **“PRIORITY/ACTION REQUIRED”** communications to all Honda dealer service
3 providers explaining that “American Honda (AHM) is investigating certain 2017 Civics
4 with a customer complaint of the A/C not working or not cooling enough.” Honda
5 explained that it wanted to inspect any such vehicle before any repair was attempted.
6 Nevertheless, Honda did not tell consumers about the Defect, either at that time or for
7 more than two years thereafter.

8 42. Finally, on August 9, 2019, for reasons now known only to Honda, Honda
9 issued a Technical Service Bulletin admitting that the Class Vehicles were installed with
10 a “defective A/C condenser from the factory.” The A/C condenser was “not
11 manufactured to specification,” causing “tiny holes” to “develop in the condenser tube
12 that allows the refrigerant to leak out.” The Technical Service Bulletin states that owners
13 of the affected vehicles would be sent a notification of the faulty condenser, though at the
14 time Honda did not expect to complete the notice process until at least November 2019,
15 meaning it is likely that Honda still has not notified many Class members about the faulty
16 condenser.

17 43. The Technical Service Bulletin further states that Honda intends to extend
18 the warranty on the condenser to “10 years from the original date of purchase with
19 unlimited miles.” However, Plaintiff and other Class members have suffered damage as
20 a result of the diminution of value caused by Honda’s faulty design and manufacture of
21 the Class Vehicles’ air conditioning systems, and have further suffered damages in the
22 form of out-of-pocket costs for repairing these systems when the problem has arisen
23 outside the warranty period.

24 44. Plaintiff and other Class members have further suffered damage because
25 they have paid to replace other parts which were not covered by warranty, but had
26 nothing to do with the defective condenser itself, including parts not actually responsible
27 for the air conditioning system’s failure. In the process, Honda charged many customers
28 thousands of dollars in service costs for unneeded repairs.

D. Honda's Actions Harmed Consumers and Placed Public Safety at Risk

45. Honda's acts and omissions have unnecessarily put the safety of Class Members and the public in jeopardy. An operative air conditioning system—which includes important features such as defrosting and temperature control—is a necessary prerequisite to safely operating the Class Vehicles.

46. Further, because of Honda's unfair, deceptive, and/or fraudulent business practices, owners, and/or lessees of the Class Vehicles, including Plaintiff, have suffered an ascertainable loss of money and/or property and/or loss in value. Honda undertook these unfair and deceptive trade practices in a manner giving rise to substantial aggravating circumstances.

47. Had Plaintiff known of the Defect at the time of purchase or lease, he would not have bought or leased the Vehicle, or he would have paid substantially less for the Vehicle.

48. As a result of the Defect and the monetary costs associated with attempting to repair the Defect, Plaintiff and the other Class members have suffered injury in fact, incurred damages, and have otherwise been harmed by Honda's conduct. Accordingly, Plaintiff brings this action to redress Honda's violations of the consumer protection statutes of California, and also seek recovery for Honda's breach of express warranty, breach of implied warranty, breach of the duty of good faith and fair dealing, and fraudulent concealment.

1. Honda's Warranty-Related Practices

49. Honda issued a Limited New Vehicle Warranty with each Class Vehicle.

50. Under the Limited New Vehicle Warranty, Honda agreed to repair reported defects within the earlier of 3 years or 36,000 miles. The 2016 Honda Civic warranty manual provides that:

Warranty Coverage

Honda will repair or replace any part that is defective in material or workmanship under normal use. [. . .] All repairs/replacements made under this warranty are free of charge. The replaced or repaired parts are covered only until this New Vehicle Limited Warranty expires.

51. Honda instructs vehicle owners and lessees to bring their vehicles to a Honda-certified dealership for the warranty repairs. Many owners and lessees have presented Class Vehicles to Honda-certified dealerships with complaints related to the Defect.

52. Honda has evaded its warranty obligations by (1) failing to tell consumers that the Class Vehicles are defective and (2) representing that the Defect is somehow caused or related to the owner's neglect to properly maintain the vehicle. These representations, however, are false because the Class Vehicles are inherently defective and will inevitably fail.

53. A review of the NHTSA complaint database reveals that the Defect has first manifested at times throughout the duration of the Honda-issued limited warranty, sometimes as early as when the affected vehicle has less than 1,000 miles on the odometer. But the Defect also frequently manifests shortly after the limited warranty expires, requiring consumers to incur the expense of diagnosing the problem and attempting to correct it, including the purchase of expensive replacement parts and service to repair the Defect.

54. Indeed, the NHTSA Complaint database provides numerous examples of economic cost to Class Members trying to address the Defect, many of whom were charged thousands of dollars for repairs.

VI TOLLING OF STATUTES OF LIMITATIONS

55. Honda's knowing and active concealment and denial of the facts alleged herein act to toll any applicable statute(s) of limitations. Plaintiff and other Class members could not have reasonably discovered the true, latent nature of the Defect until shortly before commencing this class-action litigation.

56. In addition, even after Plaintiff and other Class members contacted Honda and/or its authorized dealers to repair the Defect, Honda and/or its dealers repeatedly and consistently told them the Class Vehicles were not defective, even though the Defect's true cause was a defectively designed or manufactured air-conditioning condenser.

57. Honda has had, and continues to have, a duty to disclose to Plaintiff and the other Class members the true character, quality, and nature of the Class Vehicles, including the facts that the Class Vehicles require costly repairs, pose safety concerns, and have a diminished resale value. As a result of Honda's active concealment, any and all applicable statutes of limitations otherwise applicable to the allegations herein have been tolled.

VII CLASS ALLEGATIONS

58. Plaintiffs bring this action on their own behalf, and on behalf of a nationwide class pursuant to Federal Rules of Civil Procedure, Rules 23(a), 23(b)(2), and/or 23(b)(3).

Nationwide Class:

- All persons or entities in the United States who are current or former owners and/or lessees of a Class Vehicle.

59. In the alternative to the Nationwide Class, and pursuant to Federal Rules of Civil Procedure, Rule 23(c)(5), Plaintiffs seek to represent the following class of California consumers:

California Class:

- All persons or entities in the state of California who purchased or leased a Class Vehicle.

60. Together, the Nationwide Class and the California Class shall be collectively referred to herein as the "Class." Excluded from the Class are Honda, its affiliates, employees, officers and directors, persons or entities that purchased the Class Vehicles

1 for resale, and the Judge(s) assigned to this case. Plaintiff reserves the right to modify,
2 change, or expand the Class definitions based on discovery and further investigation.

3 61. **Numerosity:** Upon information and belief, the Class is so numerous that
4 joinder of all members is impracticable. While the exact number and identities of
5 individual members of the Class are unknown at this time, such information being in the
6 Honda's sole possession and obtainable by Plaintiff only through the discovery process,
7 Plaintiff believes, and on that basis alleges, that hundreds of thousands of Class Vehicles
8 have been sold and leased in states that are the subject of the Class.

9 62. **Existence and Predominance of Common Questions of Fact and Law:**
10 Common questions of law and fact exist as to all members of the Class. These questions
11 predominate over the questions affecting individual Class members. These common legal
12 and factual questions include, but are not limited to, whether:

- 13 a) The Class Vehicles were sold with defects;
- 14 b) Honda knew about the Defect but failed to disclose it and its
15 consequences to Honda customers;
- 16 c) A reasonable consumer would consider the Defect or its consequences
17 to be material;
- 18 d) Honda should be required to disclose the Defect's existence and its
19 consequences; and
- 20 e) Honda's conduct violates the California Legal Remedies Act,
21 California Unfair Competition Law, and the other statutes asserted
22 herein.

23 63. **Typicality:** All of Plaintiff's claims are typical of the claims of the Class
24 because Plaintiff purchased the Vehicle with the same air conditioning system defect and
25 defective vehicle design as other Class members. Furthermore, Plaintiff and all members
26 of the Class sustained monetary and economic injuries including, but not limited to,
27 ascertainable losses arising out of Honda's wrongful conduct. Plaintiff advances the same
28 claims and legal theories on behalf of himself and all absent Class Members.

64. **Adequacy:** Plaintiff adequately represents the Class because his interests do
not conflict with the interests of the Class he seeks to represent, he has retained counsel
who are competent and highly experienced in complex class action litigation, and

1 Plaintiff intends to prosecute this action vigorously. Plaintiff and his counsel are well-
2 suited to fairly and adequately protect the interests of the Class.

3 **65. Superiority:** A class action is superior to all other available means of fairly
4 and efficiently adjudicating the claims brought by Plaintiff and the Class. The injury
5 suffered by each individual Class member is relatively small in comparison to the burden
6 and expense of individual prosecution of the complex and extensive litigation
7 necessitated by Honda's conduct. It would be virtually impossible for Class members on
8 an individual basis to effectively redress the wrongs done to them. Even if Class
9 members could afford such individual litigation, the courts cannot. Individualized
10 litigation presents a potential for inconsistent or contradictory judgments. Individualized
11 litigation increases the delay and expense to all parties and to the court system,
12 particularly where the subject matter of the case may be technically complex. By
13 contrast, the class action device presents far fewer management difficulties, and provides
14 the benefits of single adjudication, an economy of scale, and comprehensive supervision
15 by a single court. Upon information and belief, individual Class members can be readily
16 identified and notified based on, *inter alia*, Honda's vehicle identification numbers,
17 warranty claims, registration records, and database of complaints.

18 **66.** Honda has acted, and refused to act, on grounds generally applicable to the
19 Class, thereby making appropriate final equitable relief with respect to the Class as a
20 whole.

21 **VIII CAUSES OF ACTION**

22 **A. Claims Brought on Behalf of the Nationwide Class**

23 **COUNT I:**

24 **VIOLATIONS OF THE MAGNUSON-MOSS WARRANTY ACT**

25 **(15 U.S.C. § 2301, *et seq.*)**

26 **(On behalf of the Nationwide Class, or alternatively, the California Class)**

27 **67.** Plaintiff and the Class incorporate by reference each preceding and
28 succeeding paragraph as though fully set forth at length herein.

1 68. Plaintiff brings this claim on behalf of himself and on behalf of the
2 Nationwide Class or, alternatively, on behalf of the California Class.

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

5 70. Honda is a supplier and warrantor within the meaning of 15 U.S.C.
6 §§ 2301(4)-(5).

7 71. The Class Vehicles, including Plaintiff’s vehicle, are “consumer products”
8 within the meaning of 15 U.S.C. § 2301(1).

9 72. Honda’s 3 year/36,000 mile limited warranty is a “written warranty” within
10 the meaning of 15 U.S.C. § 2301(6).

11 73. Honda breached its express warranties by:

12 a) Selling and leasing Class Vehicles with an air conditioning system
13 that was defective in materials and/or workmanship, requiring repair
or replacement within the warranty period; and

14 b) Refusing and/or failing to honor the express warranties by repairing or
15 replacing, free of charge, the air conditioning condenser and/or other
16 parts causing failure of the air conditioning system in the Class
Vehicles.

17 74. Plaintiff and the other Class members relied on the existence and length of
18 the express warranties in deciding whether to purchase or lease the Class Vehicles.

19 75. Honda’s breach of the express warranties has deprived Plaintiff and the other
20 Class Members of the benefit of their bargain.

21 76. The amount in controversy of Plaintiff’s individual claim meets or exceeds
22 the sum or value of \$25.00. In addition, the amount in controversy meets or exceeds the
23 sum or value of \$50,000 (exclusive of interests and costs) computed on the basis of all
24 claims to be determined in this suit.

25 77. Honda has been given reasonable opportunity to cure its breach of the
26 written warranties. Alternatively, Plaintiff and the other Class members are not required
27 to do so because affording Honda a reasonable opportunity to cure its breach of written
28 warranties was, and is, futile. Honda was also on notice of the alleged defect from the

complaints and service requests it received from Class members, as well as from their own warranty claims, customer complaint data, and/or parts sales data.

78. As a direct and proximate cause of Honda's breach of the written warranties, Plaintiffs and the other Class members sustained damages and other losses in an amount to be determined at trial. Honda's conduct damaged Plaintiff and the other Class Members, who are entitled to recover actual damages, consequential damages, specific performance, diminution in value, costs, including statutory attorney fees and/or other relief as deemed appropriate.

B. Claims Brought on Behalf of the California Class

COUNT II:

VIOLATIONS OF THE CONSUMER LEGAL REMEDIES ACT ("CLRA")
(Cal. Civ. Code § 1750, *et seq.*)

79. Plaintiff and the Class incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

80. Honda is a "person" as that term is defined in California Civil Code § 1761(c).

81. Plaintiff and the Class members are "consumers" as that term is defined in California Civil Code §1761(d).

82. Honda engaged in unfair and deceptive acts in violation of the CLRA by the practices described above, and by knowingly and intentionally concealing from Plaintiff and Class members that the Class Vehicles suffer from a defect(s) (and the costs, risks, and diminished value of the vehicles as a result of this problem). These acts and practices violate, at a minimum, the following sections of the CLRA:

- (a)(5) Representing that goods or services have sponsorships, characteristics, uses, benefits or quantities which they do not have, or that a person has a sponsorship, approval, status, affiliation or connection which he or she does not have;

- 1 • (a)(7) Representing that goods or services are of a particular
- 2 standard, quality, or grade, or that goods are of a particular style
- 3 or model, if they are of another; and
- 4 • (a)(9) Advertising goods and services with the intent not to sell
- 5 them as advertised.

6 83. Honda's unfair or deceptive acts or practices occurred repeatedly in its trade
7 or business, were capable of deceiving a substantial portion of the purchasing public, and
8 imposed a serious safety risk on the public.

9 84. Honda knew that the Class Vehicles' air conditioning systems were
10 defectively designed or manufactured, would fail prematurely, and were not suitable for
11 their intended use.

12 85. Honda had the duty to Plaintiff and the Class members to disclose the Defect
13 and the defective nature of the Class Vehicles because:

- 14 a) Honda was in a superior position to know the true state of facts about the
- 15 Defect and associated repair costs in the Class Vehicles;
- 16 b) Plaintiff and the Class members could not reasonably have been expected to
- 17 learn or discover that the Class Vehicles had dangerous defects until
- 18 manifestation of the defects;
- 19 c) Honda knew that Plaintiff and the Class members could not reasonably have
- 20 been expected to learn about or discover the Defect and its associated repair
- 21 costs; and
- 22 d) Honda actively concealed the Defect, its causes, and resulting effects, by
- 23 asserting to Plaintiff and Class members that their air conditioning systems
- 24 failed for reasons other than the Defect.

25 86. In failing to disclose the Defect and the associated safety risks and repair
26 costs resulting from it, Honda has knowingly and intentionally concealed material facts
27 and breached its duty to disclose.

87. The facts Honda concealed or did not disclose to Plaintiff and the Class members are material in that a reasonable consumer would have considered them to be important in deciding whether to purchase the Class Vehicles or pay a lesser price. Had Plaintiff and the Class known the Class Vehicles were defective, they would not have purchased the Class Vehicles or would have paid less for them.

88. Plaintiff provided Honda with notice of its CLRA violations pursuant to California Civil Code § 1782(a) on December 6, 2019, and currently seeks injunctive relief. After the 30-day notice period expires, Plaintiff will amend this complaint to seek monetary damages under the CLRA.

89. Honda's fraudulent and deceptive business practices proximately caused injuries to Plaintiff and the other Class members.

90. Therefore, Plaintiff and the other Class members seek equitable relief under the CLRA.

COUNT III:

VIOLATIONS OF THE CALIFORNIA UNFAIR COMPETITION LAW (Cal. Bus. & Prof. Code § 17200)

91. Plaintiff and the Class incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

92. The California Unfair Competition Law ("UCL") prohibits acts of "unfair competition," including any "unlawful, unfair or fraudulent business act or practice" and "unfair, deceptive, untrue or misleading advertising." Cal. Bus. & Prof. Code § 17200.

93. Honda has engaged in unfair competition and unfair, unlawful, or fraudulent business practices by the conduct, statements, and omissions described above, and by knowingly and intentionally concealing from Plaintiff and other Class members that the Class Vehicles suffer from the Defect (and the costs, safety risks, and diminished value of the vehicles as a result of these problems). Honda should have disclosed this information because it was in a superior position to know the true facts related to the Defect, and

1 Plaintiff and Class members could not have been reasonably expected to learn or discover
2 these true facts.

3 94. The Defect constitutes a safety issue triggering Honda's duty to disclose.

4 95. By its acts and practices, Honda has deceived Plaintiff and is likely to have
5 deceived the public. In failing to disclose the Defect and suppressing other material facts
6 from Plaintiff and other Class members, Honda breached its duty to disclose these facts,
7 violated the UCL, and caused injuries to Plaintiff and the Class members. Honda's
8 omissions and acts of concealment pertained to information material to Plaintiff and other
9 Class members, as it would have been to all reasonable consumers.

10 96. The injuries Plaintiff and the Class members suffered greatly outweigh any
11 potential countervailing benefit to consumers or to competition, and they are not injuries
12 that Plaintiff and the Class members could or should have reasonably avoided.

13 97. Honda's acts and practices are unlawful because they violate California
14 Civil Code §§ 1668, 1709, 1710, and 1750 et seq., and California Commercial Code
15 § 2313.

16 98. Plaintiff seeks to enjoin Honda from further unlawful, unfair, and/or
17 fraudulent acts or practices, to obtain restitutionary disgorgement of all monies and
18 revenues Honda has generated as a result of such practices, and all other relief allowed
19 under California Business & Professions Code § 17200.

20 **COUNT IV**

21 **VIOLATION OF CALIFORNIA FALSE ADVERTISING LAW**

22 **(Cal. Bus. & Prof. Code § 17500, et seq.)**

23 99. Plaintiff and the Class incorporate by reference each preceding and
24 succeeding paragraph as though fully set forth at length herein.

25 100. California Business & Professions Code § 17500 states: "It is unlawful for
26 any . . . corporation . . . with intent directly or indirectly to dispose of real or personal
27 property . . . to induce the public to enter into any obligation relating thereto, to make or
28 disseminate or cause to be made or disseminated . . . from this state before the public in

1 any state, in any newspaper or other publication, or any advertising device, . . . or in any
2 other manner or means whatever, including over the Internet, any statement . . . which is
3 untrue or misleading, and which is known, or which by the exercise of reasonable care
4 should be known, to be untrue or misleading.

5 101. Honda caused to be made or disseminated through California and the United
6 States, through advertising, marketing, and other publications, statements that were
7 untrue or misleading, and which were known, or which by the exercise of reasonable care
8 Honda should have known to be untrue and misleading to consumers, including Plaintiff
9 and other Class members.

10 102. Honda has violated section 17500 because its misrepresentations and
11 omissions regarding the safety, reliability, and functionality of the Class Vehicles were
12 material and likely to deceive a reasonable consumer.

13 103. Plaintiff and the other Class members have suffered injuries in fact,
14 including the loss of money or property, resulting from Honda's unfair, unlawful, and/or
15 deceptive practices. In purchasing or leasing their Class Vehicles, Plaintiff and the other
16 Class members relied on Honda's misrepresentations and/or omissions with respect to the
17 Class Vehicles' safety and reliability. Honda's representations were untrue because it
18 distributed the Class Vehicles with the Defect. Had Plaintiff and the other Class members
19 known this, they would not have purchased or leased the Class Vehicles, or would not
20 have paid as much for them. Accordingly, Plaintiff and the other Class members did not
21 receive the benefit of their bargain.

22 104. All of the wrongful conduct alleged herein occurred, and continues to occur,
23 in the conduct of Honda's business. Honda's wrongful conduct is part of a pattern or
24 generalized course of conduct that is still perpetuated and repeated, both in the state of
25 California and nationwide.

26 105. Plaintiff, individually and on behalf of the other Class members, requests
27 that the Court enter such orders or judgments as may be necessary to enjoin Honda from
28 continuing its unfair, unlawful, and/or deceptive practices, and restore to Plaintiff and the

1 other Class members any money Honda acquired by unfair competition, including
2 restitution and/or restitutionary disgorgement, and for such other relief set forth below.

3 **COUNT V:**

4 **BREACH OF EXPRESS WARRANTY**

5 **(Based on California Law)**

6 106. Plaintiff and the Class incorporate by reference each preceding and
7 succeeding paragraph as though fully set forth at length herein.

8 107. Honda provided all purchasers and lessees of the Class Vehicles with the
9 express warranties described herein, which became part of the basis of the parties'
10 bargain. Accordingly, Honda's warranties are express warranties under state law.

11 108. Honda distributed the defective parts causing the Defect in the Class
12 Vehicles, and said parts are covered by Honda's warranties granted to all Class Vehicle
13 purchasers and lessors.

14 109. Honda breached these warranties by selling and leasing Class Vehicles with
15 the Defect, requiring repair or replacement within the applicable warranty periods, and
16 refusing to honor the warranties by providing free repairs or replacements during the
17 applicable warranty periods.

18 110. Plaintiff notified Honda of its breach within a reasonable time, and/or was
19 not required to do so because affording Honda a reasonable opportunity to cure its
20 breaches would have been futile. Honda also knew about the Defect but chose instead to
21 conceal the Defect as a means of avoiding compliance with its warranty obligations.

22 111. As a direct and proximate cause of Honda's breach, Plaintiff and the other
23 Class members bought or leased Class Vehicles they otherwise would not have, overpaid
24 for their vehicles, did not receive the benefit of their bargain, and their Class Vehicles
25 suffered a diminution in value. Plaintiff and the Class members have incurred and will
26 continue to incur costs related to the Defect's diagnosis and repair.

27 112. Any attempt to disclaim or limit these express warranties vis-à-vis
28 consumers is unconscionable and unenforceable under the circumstances here.

1 Specifically, Honda's warranty limitations are unenforceable because it knowingly sold a
2 defective product without giving notice of the Defect to Plaintiff or the Class.

3 113. The time limits contained in Defendant's warranty period were also
4 unconscionable and inadequate to protect Plaintiff and Class members. Among other
5 things, Plaintiff and Class members had no meaningful choice in determining these time
6 limitations, the terms of which unreasonably favored Honda. A gross disparity in
7 bargaining power existed between Honda and the Class members because Honda knew or
8 should have known that the Class Vehicles were defective at the time of sale and would
9 fail well before their useful lives.

10 114. Plaintiff and Class members have complied with all obligations under the
11 warranty, or otherwise have been excused from performance of said obligations as a
12 result of Honda's conduct.

13 **COUNT VI:**
14 **BREACH OF IMPLIED WARRANTY**
15 **(Based on California Law)**

16 115. Plaintiff and the Class incorporate by reference each preceding and
17 succeeding paragraph as though fully set forth at length herein.

18 116. Honda was at all relevant times the manufacturer, distributor, warrantor,
19 and/or seller of the Class Vehicles. Honda knew or had reason to know of the specific
20 use for which the Class Vehicles were purchased.

21 117. Honda provided Plaintiff and Class members with an implied warranty that
22 the Class Vehicles and any parts thereof are merchantable and fit for the ordinary
23 purposes for which they were sold. However, the Class Vehicles are not fit for their
24 ordinary purpose of providing reasonably reliable and safe transportation at the time of
25 sale or thereafter because, inter alia, the Class Vehicles suffered from a Defect in the air
26 conditioning system at the time of sale. Therefore, the Class Vehicles are not fit for their
27 particular purpose of providing safe and reliable transportation.
28

1 118. Honda impliedly warranted that the Class Vehicles were of merchantable
2 quality and fit for such use. This implied warranty included, among other things: (i) a
3 warranty that the Class Vehicles and their air conditioning systems manufactured,
4 supplied, distributed, and/or sold by Honda were safe and reliable for the purpose for
5 which they were installed; and (ii) a warranty that the Class Vehicles would be fit for
6 their intended use.

7 119. Contrary to the applicable implied warranties, the Class Vehicles at the time
8 of sale and thereafter were not fit for their ordinary and intended purpose of providing
9 Plaintiff and the other Class members with reliable, durable, and safe transportation.
10 Instead, the Class Vehicles suffer from a defective design(s) and/or manufacturing
11 defect(s).

12 120. Honda's actions, as complained of herein, breached the implied warranty
13 that the Class Vehicles were of merchantable quality and fit for such use.

14 **COUNT VII:**

15 **COMMON LAW FRAUDULENT CONCEALMENT**

16 **(Based on California Law)**

17 121. Plaintiff and the Class incorporate by reference each preceding and
18 succeeding paragraph as though fully set forth at length herein.

19 122. Honda made material omissions concerning a presently existing or past fact.
20 For example, Honda did not fully and truthfully disclose to its customers the true nature
21 of the Defect, which was not readily discoverable until years later. As a result, Plaintiff
22 and the other Class members were fraudulently induced to lease and/or purchase the
23 Class Vehicles with the said Defect and all problems resulting from it.

24 123. Honda made these statements with knowledge of their falsity, intending that
25 Plaintiff and the Class members rely on them.

26 124. As a result of these omissions and concealments, Plaintiff and the Class
27 members incurred damages including loss of intrinsic value and out-of-pocket costs
28 related to repair of the systems.

125. Plaintiff and the Class members reasonably relied on these omissions and suffered damages as a result.

COUNT VIII:
VIOLATIONS OF THE SONG-BEVERLY ACT – BREACH OF IMPLIED
WARRANTY
(Cal. Civ. Code §§ 1792, 1791.1, *et seq.*)

126. Plaintiff and the Class incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

127. At all relevant times hereto, Honda was the manufacturer, distributor, warrantor, and/or seller of the Class Vehicles. Honda knew or should have known of the specific use for which the Class Vehicles were purchased.

128. Honda provided Plaintiff and the Class members with an implied warranty that the Class Vehicles, and any parts thereof, are merchantable and fit for the ordinary purposes for which they were sold. The Class Vehicles, however, are not fit for their ordinary purpose because, inter alia, the Class Vehicles suffered from an inherent defect at the time of sale.

129. The Class Vehicles are not fit for the purpose of providing safe and reliable transportation because of the Defect.

130. Honda impliedly warranted that the Class Vehicles were of merchantable quality and fit for such use. This implied warranty included, inter alia, the following: (i) a warranty that the Class Vehicles were manufactured, supplied, distributed, and/or sold by Honda were safe and reliable for providing transportation; and (ii) a warranty that the Class Vehicles would be fit for their intended use – providing safe and reliable transportation – while the Class Vehicles were being operated.

131. Contrary to the applicable implied warranties, the Class Vehicles were not fit for their ordinary and intended purpose. Instead, the Class Vehicles are defective, including, but not limited to, the Defect.

132. Honda's actions, as complained of herein, breached the implied warranty that the Class Vehicles were of merchantable quality and fit for such use in violation of California Civil Code §§ 1792 and 1791.1.

IX PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself and members of the Class, respectfully request that this Court:

- a. determine that the claims alleged herein may be maintained as a class action under Rule 23 of the Federal Rules of Civil Procedure, and issue an order certifying the Class as defined above;
- b. appoint Plaintiff as the representatives of the Class and their counsel as Class counsel;
- c. award all actual, general, special, incidental, statutory, punitive, and consequential damages and restitution to which Plaintiff and members of the Class are entitled under Counts I and III through VIII, but award only restitution and injunctive relief, pursuant to Count II, under California Civil Code § 1780, at this time;
- d. award pre-judgment and post-judgment interest on any monetary relief;
- e. grant appropriate injunctive and/or declaratory relief, including, without limitation, an order that requires Honda to repair, recall, and/or replace the Class vehicles and to extend the applicable warranties to a reasonable period of time, or, at a minimum, to provide Plaintiff and Class Members with appropriate curative notice regarding the existence and cause of the Defect.
- f. award reasonable attorneys' fees and costs; and
- g. grant such further relief that this Court deems appropriate.

Dated: December 12, 2019

Respectfully submitted,

MCCUNE WRIGHT AREVALO LLP

By: /s/ David C. Wright

David C. Wright

1 Richard D. McCune
2 Steven A. Haskins
3 Mark I. Richards
4 MCCUNE WRIGHT AREVALO, LLP
5 3281 E. Guasti, Road, Suite 100
6 Ontario, California 91761
7 Telephone: 909-557-1250
8 Facsimile: 909-557-1275
9 Email: dcw@mccunewright.com
10 Email: rdm@mccunewright.com
11 Email: sah@mccunewright.com
12 Email: mir@mccunewright.com

13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
841
842
843
844
845
846
847
848
849
850
851
852
853
854
855
856
857
858
859
860
861
862
863
864
865
866
867
868
869
870
871
872
873
874
875
876
877
878
879
880
881
882
883
884
885
886
887
888
889
890
891
892
893
894
895
896
897
898
899
900
901
902
903
904
905
906
907
908
909
910
911
912
913
914
915
916
917
918
919
920
921
922
923
924
925
926
927
928
929
930
931
932
933
934
935
936
937
938
939
940
941
942
943
944
945
946
947
948
949
950
951
952
953
954
955
956
957
958
959
960
961
962
963
964
965
966
967
968
969
970
971
972
973
974
975
976
977
978
979
980
981
982
983
984
985
986
987
988
989
990
991
992
993
994
995
996
997
998
999
1000
1001
1002
1003
1004
1005
1006
1007
1008
1009
1010
1011
1012
1013
1014
1015
1016
1017
1018
1019
1020
1021
1022
1023
1024
1025
1026
1027
1028
1029
1030
1031
1032
1033
1034
1035
1036
1037
1038
1039
1040
1041
1042
1043
1044
1045
1046
1047
1048
1049
1050
1051
1052
1053
1054
1055
1056
1057
1058
1059
1060
1061
1062
1063
1064
1065
1066
1067
1068
1069
1070
1071
1072
1073
1074
1075
1076
1077
1078
1079
1080
1081
1082
1083
1084
1085
1086
1087
1088
1089
1090
1091
1092
1093
1094
1095
1096
1097
1098
1099
1100
1101
1102
1103
1104
1105
1106
1107
1108
1109
1110
1111
1112
1113
1114
1115
1116
1117
1118
1119
1120
1121
1122
1123
1124
1125
1126
1127
1128
1129
1130
1131
1132
1133
1134
1135
1136
1137
1138
1139
1140
1141
1142
1143
1144
1145
1146
1147
1148
1149
1150
1151
1152
1153
1154
1155
1156
1157
1158
1159
1160
1161
1162
1163
1164
1165
1166
1167
1168
1169
1170
1171
1172
1173
1174
1175
1176
1177
1178
1179
1180
1181
1182
1183
1184
1185
1186
1187
1188
1189
1190
1191
1192
1193
1194
1195
1196
1197
1198
1199
1200
1201
1202
1203
1204
1205
1206
1207
1208
1209
1210
1211
1212
1213
1214
1215
1216
1217
1218
1219
1220
1221
1222
1223
1224
1225
1226
1227
1228
1229
1230
1231
1232
1233
1234
1235
1236
1237
1238
1239
1240
1241
1242
1243
1244
1245
1246
1247
1248
1249
1250
1251
1252
1253
1254
1255
1256
1257
1258
1259
1260
1261
1262
1263
1264
1265
1266
1267
1268
1269
1270
1271
1272
1273
1274
1275
1276
1277
1278
1279
1280
1281
1282
1283
1284
1285
1286
1287
1288
1289
1290
1291
1292
1293
1294
1295
1296
1297
1298
1299
1300
1301
1302
1303
1304
1305
1306
1307
1308
1309
1310
1311
1312
1313
1314
1315
1316
1317
1318
1319
1320
1321
1322
1323
1324
1325
1326
1327
1328
1329
1330
1331
1332
1333
1334
1335
1336
1337
1338
1339
1340
1341
1342
1343
1344
1345
1346
1347
1348
1349
1350
1351
1352
1353
1354
1355
1356
1357
1358
1359
1360
1361
1362
1363
1364
1365
1366
1367
1368
1369
1370
1371
1372
1373
1374
1375
1376
1377
1378
1379
1380
1381
1382
1383
1384
1385
1386
1387
1388
1389
1390
1391
1392
1393
1394
1395
1396
1397
1398
1399
1400
1401
1402
1403
1404
1405
1406
1407
1408
1409
1410
1411
1412
1413
1414
1415
1416
1417
1418
1419
1420
1421
1422
1423
1424
1425
1426
1427
1428
1429
1430
1431
1432
1433
1434
1435
1436
1437
1438
1439
1440
1441
1442
1443
1444
1445
1446
1447
1448
1449
1450
1451
1452
1453
1454
1455
1456
1457
1458
1459
1460
1461
1462
1463
1464
1465
1466
1467
1468
1469
1470
1471
1472
1473
1474
1475
1476
1477
1478
1479
1480
1481
1482
1483
1484
1485
1486
1487
1488
1489
1490
1491
1492
1493
1494
1495
1496
1497
1498
1499
1500
1501
1502
1503
1504
1505
1506
1507
1508
1509
1510
1511
1512
1513
1514
1515
1516
1517
1518
1519
1520
1521
1522
1523
1524
1525
1526
1527
1528
1529
1530
1531
1532
1533
1534
1535
1536
1537
1538
1539
1540
1541
1542
1543
1544
1545
1546
1547
1548
1549
1550
1551
1552
1553
1554
1555
1556
1557
1558
1559
1560
1561
1562
1563
1564
1565
1566
1567
1568
1569
1570
1571
1572
1573
1574
1575
1576
1577
1578
1579
1580
1581
1582
1583
1584
1585
1586
1587
1588
1589
1590
1591
1592
1593
1594
1595
1596
1597
1598
1599
1600
1601
1602
1603
1604
1605
1606
1607
1608
1609
1610
1611
1612
1613
1614
1615
1616
1617
1618
1619
1620
1621
1622
1623
1624
1625
1626
1627
1628
1629
1630
1631
1632
1633
1634
1635
1636
1637
1638
1639
1640
1641
1642
1643
1644
1645
1646
1647
1648
1649
1650
1651
1652
1653
1654
1655
1656
1657
1658
1659
1660
1661
1662
1663
1664
1665
1666
1667
1668
1669
1670
1671
1672
1673
1674
1675
1676
1677
1678
1679
1680
1681
1682
1683
1684
1685
1686
1687
1688
1689
1690
1691
1692
1693
1694
1695
1696
1697
1698
1699
1700
1701
1702
1703
1704
1705
1706
1707
1708
1709
1710
1711
1712
1713
1714
1715
1716
1717
1718
1719
1720
1721
1722
1723
1724
1725
1726
1727
1728
1729
1730
1731
1732
1733
1734
1735
1736
1737
1738
1739
1740
1741
1742
1743
1744
1745
1746
1747
1748
1749
1750
1751
1752
1753
1754
1755
1756
1757
1758
1759
1760
1761
1762
1763
1764
1765
1766
1767
1768
1769
1770
1771
1772
1773
1774
1775
1776
1777
1778
1779
1780
1781
1782
1783
1784
1785
1786
1787
1788
1789
1790
1791
1792
1793
1794
1795
1796
1797
1798
1799
1800
1801
1802
1803
1804
1805
1806
1807
1808
1809
1810
1811
1812
1813
1814
1815
1816
1817
1818
1819
1820
1821
1822
1823
1824
1825
1826
1827
1828
1829
1830
1831
1832
1833
1834
1835
1836
1837
1838
1839
1840
1841
1842
1843
1844
1845
1846
1847
1848
1849
1850
1851
1852
1853
1854
1855
1856
1857
1858
1859
1860
1861
1862
1863
1864
1865
1866
1867
1868
1869
1870
1871
1872
1873
1874
1875
1876
1877
1878
1879
1880
1881
1882
1883
1884
1885
1886
1887
1888
1889
1890
1891
1892
1893
1894
1895
1896
1897
1898
1899
1900
1901
1902
1903
1904
1905
1906
1907
1908
1909
1910
1911
1912
1913
1914
1915
1916
1917
1918
1919
1920
1921
1922
1923
1924
1925
1926
1927
1928
1929
1930
1931
1932
1933
1934
1935
1936
1937
1938
1939
1940
1941
1942
1943
1944
1945
1946
1947
1948
1949
1950
1951
1952
1953
1954
1955
1956
1957
1958
1959
1960
1961
1962
1963
1964
1965
1966
1967
1968
1969
1970
1971
1972
1973
1974
1975
1976
1977
1978
1979
1980
1981
1982
1983
1984
1985
1986
1987
1988
1989
1990
1991
1992
1993
1994
1995
1996
1997
1998
1999
2000
2001
2002
2003
2004
2005
2006
2007
2008
2009
2010
2011
2012
2013
2014
2015
2016
2017
2018
2019
2020
2021
2022
2023
2024
2025
2026
2027
2028
2029
2030
2031
2032
2033
2034
2035
2036
2037
2038
2039
2040
2041
2042
2043
2044
2045
2046
2047
2048
2049
2050
2051
2052
2053
2054
2055
2056
2057
2058
2059
2060
2061
2062
2063
2064
2065
2066
2067
2068
2069
2070
2071
2072
2073
2074
2075
2076
2077
2078
2079
2080
2081
2082
2083
2084
2085
2086
2087
2088
2089
2090
2091
2092
2093
2094
2095
2096
2097
2098
2099
2100
2101
2102
2103
2104
2105
2106
2107
2108
2109
2110
2111
2112
2113
2114
2115
2116
2117
2118
2119
2120
2121
2122
2123
2124
2125
2126
2127
2128
2129
2130
2131
2132
2133
2134
2135
2136
2137
2138
2139
2140
2141
2142
2143
2144
2145
2146
2147
2148
2149
2150
2151
2152
2153
2154
2155
2156
2157
2158
2159
2160
2161
2162
2163
2164
2165
2166
2167
2168
2169
2170
2171
2172
2173
2174
2175
2176
2177
2178
2179
2180
2181
2182
2183
2184
2185
2186
2187
2188
2189
2190
2191
2192
2193
2194
2195
2196
2197
2198
2199
2200
2201
2202
2203
2204
2205
2206
2207

JURY DEMAND

Plaintiff, on behalf of himself and the putative Class, demand a trial by jury on all issues so triable.

MCCUNE WRIGHT AREVALO LLP

By: /s/ David C. Wright

David C. Wright

Richard D. McCune

Steven A. Haskins

Mark I. Richards

MCCUNE WRIGHT AREVALO, LLP

3281 E. Guasti, Road, Suite 100

Ontario, California 91761

Telephone: 909-557-1250

Facsimile: 909-557-1275

Email: dcw@mccunewright.com

Email: rdm@mccunewright.com

Email: sah@mccunewright.com

Email: mir@mccunewright.com

Marcus J. Bradley, State Bar No. 174156

Kiley L. Grombacher, State Bar No. 245960

BRADLEY/GROMBACHER, LLP

31365 Oak Crest Drive, Suite 240

Westlake Village, CA 91361

Email: mbradley@bradleygrombacher.com

Email: kgrombacher@bradleygrombacher.com

Attorneys for Plaintiff and the Putative Class