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1 Robert L. Starr (State Bar Number 183052)  
2 **THE LAW OFFICE OF ROBERT L. STARR**  
3 email: starresq@hotmail.com  
4 23277 Ventura Boulevard  
5 Woodland Hills, California 91364-1002  
6 Telephone: (818) 225-9040  
7 Facsimile: (818) 225-9042

5 Payam Shahian (State Bar Number 228406)  
6 **STRATEGIC LEGAL PRACTICES, APC**  
7 email: pshahian@slpattorney.com  
8 1875 Century Park East, Suite 700  
9 Los Angeles, California 90067  
10 Telephone: (310) 277-1040  
11 Facsimile: (310) 943-3838

9 Dara Tabesh (State Bar Number 230434)  
10 email: dtabesh@hotmail.com  
11 201 Spear Street, Suite 1100  
12 San Francisco, California 94105  
13 Telephone: (415) 595-9205  
14 Facsimile: (310) 693-9083

15 Attorneys for Plaintiff, RIVELLA DUNNER

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16 **UNITED STATES DISTRICT COURT**  
17 **CENTRAL DISTRICT OF CALIFORNIA—WESTERN DIVISION**

18 RIVELLA DUNNER, individually, and  
19 on behalf of all others similarly situated,

Case Number:

**CV11-01181** SJO (MBKX)

**CLASS ACTION COMPLAINT**

20 Plaintiff,

21 v.

22 AMERICAN HONDA MOTOR CO.,  
23 INC.,

24 Defendant.

25 Case No.:

1 Plaintiff RIVELLA DUNNER, individually, and on behalf of all others similarly  
2 situated, alleges as follows:

3  
4 **NATURE OF THE CASE**

5 1. The braking system installed in the 2008, 2009 and 2010 Honda  
6 Civic vehicles ("Class Vehicles") suffers from a defect that causes, among other  
7 things, the Class Vehicles' front brake pads to wear out prematurely, and require  
8 replacement approximately every 10,000 to 15,000 miles, far more frequently  
9 than in a properly functioning braking system. Although the defect is covered by  
10 Honda's warranty, Honda has failed to repair the braking system defect under the  
11 warranty.

12 2. Honda knows of the braking system defect and knows that  
13 consumers do not anticipate having to inspect or replace the Class Vehicles'  
14 front brake pads every 10,000 to 15,000 miles. Nevertheless, Honda has not told  
15 current owners and lessees of Class Vehicles about the defect, has not disclosed  
16 the defect to purchasers and lessors of Class Vehicles, and continues to promote  
17 the braking system on the Class Vehicles.

18 3. The Class Vehicles present a safety hazard and are unreasonably  
19 dangerous to consumers. The braking system is one of the most important  
20 mechanical components for vehicle control and safe driving. A defective  
21 braking system can have serious consequences on handling, braking, and the  
22 stability of the Class Vehicles while in operation, thereby contributing to car  
23 accidents, which can cause personal injury or death.

24 4. In addition to these safety hazards, the cost to repair the braking  
25 system defect can be exorbitant because consumers will be required to pay  
26 hundreds, if not thousands, of dollars to prematurely replace the brake pads  
27 rotors, calipers and other brake related component as a result of the braking  
28 system defect. Indeed, as a result of the braking system defect, the front brake

1 pads must frequently be replaced prematurely, in many cases after less than  
2 15,000 miles.

3 5. Plaintiff is informed and believes and based thereon alleges that  
4 Defendant knew or should have known that the Class Vehicles and their braking  
5 systems are defective and not fit for their intended purpose of providing  
6 consumers with safe and reliable transportation. Nevertheless, Defendant has  
7 actively concealed and failed to disclose this defect to Plaintiff and the Class  
8 Members at the time of purchase or lease and thereafter.

9 6. Honda knew and concealed the braking system defect that is  
10 contained in every Class Vehicle, along with the attendant dangerous safety  
11 problems and associated repair costs, from Plaintiff and Class Members both at  
12 the time of sale and repair and thereafter. Had Plaintiff and the Class Members  
13 known about these defects at the time of sale or lease, Plaintiff and the Class  
14 Members would not have purchased the Class Vehicles or would have paid less  
15 for them.

16 7. As a result of Honda's practices, Plaintiff and the other members of  
17 the proposed Class, have suffered injury in fact, including economic damages,  
18 and have lost money or property. Plaintiff RIVELLA DUNNER brings a claim  
19 for violation of the Consumers Legal Remedies Act (CLRA), Cal. Civ. Code §  
20 1750 *et seq.* Plaintiff also brings claims for violations of the Unfair Competition  
21 Law (UCL), Cal. Bus. & Prof. Code § 17200 *et seq.*, violations of the Magnuson-  
22 Moss Warranty Act, 15 U.S.C. § 2301 *et seq.*, for breach of express warranty,  
23 and for breach of implied warranty pursuant to the Song-Beverly Consumer  
24 Warranty Act, Cal. Civ. Code §§ 1792 and 1791,1, *et seq.*

25  
26 **PARTIES**

27 8. Plaintiff RIVELLA DUNNER is a citizen and resident of Los  
28 Angeles, California, located in the County of Los Angeles.

1  
2 9. Defendant American Honda Motor Co., Inc. (Honda) is a  
3 corporation organized under the laws of the State of California and  
4 headquartered in Torrance, California. Honda is the U.S. sales, marketing, and  
5 distribution subsidiary of its Japanese parent company, Honda Motor Co., Ltd.  
6

7 **JURISDICTION AND VENUE**

8 10. This is a class action.

9 11. This Court has jurisdiction over this action under the Class Action  
10 Fairness Act, 28 U.S.C. § 1332(d). The aggregated claims of the individual  
11 Class members exceeds the sum or value of \$5,000,000, exclusive of interests  
12 and costs, and this is a class action in which more than two-thirds of the  
13 proposed plaintiff class, on the one hand, and Defendant Honda, on the other,  
14 are citizens of different states.

15 12. This Court has jurisdiction over Honda because Honda maintains its  
16 principal headquarters in California, is registered to conduct business in  
17 California, and has sufficient minimum contacts in California. Honda  
18 intentionally avails itself of the California consumer market through the  
19 promotion, sale, marketing, and distribution of its vehicles to California  
20 residents. As a result, jurisdiction in this court is proper and necessary.  
21 Moreover, Honda's wrongful conduct, as described herein, emanates from  
22 California and foreseeably affects consumers in California. Most, if not all, of  
23 the events complained of below occurred in or emanated from Honda's corporate  
24 headquarters located in Torrance, California. Plaintiff's counsel's Declaration, as  
25 required under California Civil Code section 1780(d), which reflects that  
26 Honda's principal place of business is in Los Angeles County, California, is  
27 attached as Exhibit 1.  
28



1           19. Because the defective Braking System requires repairs within 3  
2 years and 36,000 miles, the New Vehicle Limited Warranty obligates Honda to  
3 repair the Braking System defect. Honda, however, refuses to repair consumers'  
4 vehicles under the New Vehicle Limited Warranty, refuses to replace the parts  
5 free of charge, and refuses to publically acknowledge that the Braking System  
6 suffers from a defect. Honda's refusal to honor the warranty harms the Plaintiffs  
7 and Class members by forcing them to incur out-of-pocket costs on repairs  
8 covered by the warranty and by forcing them to spend excessive time replacing  
9 parts repeatedly damaged by the Braking System defect.

10           20. Numerous consumer complaints concerning the Braking System in  
11 Class Vehicles have been lodged with the National Highway Traffic Safety  
12 Administration (NHTSA). These complaints reflect the abnormally premature  
13 failure of the brake pads, the repeated, unexpected repair costs, and Honda's  
14 refusal to honor its warranty or to take responsibility for the defect. The  
15 complaints also indicate Defendant's awareness of the defect and how  
16 potentially dangerous the defective condition is (note that spelling and grammar  
17 mistakes remain as found in the original):

- 18           • [2010 Honda Civic] WITH LESS THAN 12,000 MILES ON MY CAR,  
19 MY BRAKE PADS NEED TO BE REPLACED. I WOULD HAVE  
20 NEVER EXPECTED MY CAR TO NEED NEW BRAKES THIS  
21 EARLY, SO I ALMOST DIDN'T TAKE MY CAR IN WHEN IT WAS  
22 MAKING A NOISE. I INPECTED MY CAR TO SEE IF  
23 SOMETHINGW AS STUCK IN THE TIRES OR SOMETHING LIKE  
24 THAT AND AM SHOCKED TO FIND OUT MY BRAKES ARE  
25 ALREADY WORN. AFTER MUCH RESEARCH ONLINE, I SEE  
26 THAT THIS IS A COMMON ISSUE FOR HONDAS.
- 27           • MY 2009 HONDA CIVIC LX NEEDED TO HAVE THE FRONT  
28 BRAKE PADS REPLACED (WORN TO MINIMUM) AT 11K MILES  
AND NOW AGAIN AT 23K. NORMAL USAGE, PREVIOUS 5  
VEHICLES SERVICED AT ~50K MILES UNDER SAME  
CONDITIONS. APPEARS TO BE DEFECT IN BRAKE PAD LIFE  
TIME. \*

1  
2 • 2008 HONDA CIVIC'S HAVE A BRAKE SYSTEM PROBLEM. I  
3 HAD TO REPLACE MY BRAKES ALL AROUND AT 12,935 MILES,  
4 THE FRONT BRAKES HAD TO BE REPLACED AGAIN AT 22,885,  
5 AND THEN ALL AROUND AGAIN AT 37,417. I PLACED A  
6 COMPLAINT WITH HONDA AMERICA, THEY ARE UNWILLING  
7 TO ADMIT THAT THERE IS A BRAKE SYSTEM PROBLEM. I  
8 WAS TOLD IT IS HOW I DRIVE THE CAR. THERE HASN'T BEEN  
9 A FAILURE YET, I AM TRYING TO AVOID A FAILURE AND  
10 WOULD LIKE TO HAVE THIS ISSUE CHECKED.

11 • 2008 HONDA CIVIC VIN#[XXX] ON JUNE 5, 2009, I PURCHASED  
12 A 2008 HONDA CIVIC FROM WHITE PLAINS HONDA LOCATED  
13 IN WHITE PLAINS, NY FOR MY 21 - YEAR OLD SON. THE  
14 PURPOSE OF THIS LETTER IS REGARDING THE ONGOING  
15 BRAKE PROBLEM HE IS EXPERIENCING. ON OCTOBER 1, 2009  
16 (WITH ONLY 17,223 MILES ON THE CAR), MY SON'S CAR WAS  
17 SERVICED AT WHITE PLAINS HONDA BECAUSE OF A  
18 GRINDING NOISE HE WAS EXPERIENCING EVERY TIME HE  
19 WOULD STEP ON THE BRAKE. WHITE PLAINS HONDA  
20 ADVISED MY SON THAT HE NEEDED FRONT BRAKE PADS  
21 AND ROTORS. MY MECHANIC ADVISED ME THAT BRAKES  
22 SHOULD LAST AT LEAST 30,000 MILES. ON THE SAME DAY,  
23 MY MECHANIC REPLACED 1 SET OF FRONT DISC BRAKES  
24 AND 2 BRAKE ROTORS. ON MARCH 26, 2010, MY SON'S CAR  
25 AGAIN NEEDED BRAKE REPAIR. AT THE TIME OF SERVICE,  
26 THER WERE 31,425 MILES ON THE CAR WHICH MEANT HE  
27 ADDED AN ADDITIONAL 14,202 MILES ON THE CAR SINCE HIS  
28 LAST REPAIR. AGAIN, I HAVE CLARIFIED FROM A FEW  
MECHANICS THAT BRAKES SHOULD LAST AT LEAST 30,000  
MILES. MY MECHANIC ME THAT THERE HAVE BEEN AT  
LEAST 4 HONDA CIVICS HE HAS SERVICED IN HIS SHIP WITH  
THE SAME BRAKE PROBLEMS. HE CAN'T FIGURE OUT WHY  
THERE IS A CONTINUOS PROBLEM WITH THE BRAKE  
WEARING OUT ON THE DRIVER'S SIDE. I HAVE COPIES OF  
ALL THE REPAIR RECEIPTS. I BOUGHT A HONDA BECAUSE I  
THOUGHT I WAS PURCHASING A REPUTABLE CAR FOR MY  
SON. IN THIS ECONOMY, WHO CAN AFFORD TO REPLACE  
BRAKES EVERY 14,000 MILES? INFORMATION REDACTED  
PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA) 5  
U.S.C. 552(B)(6). \*TR

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- TL\* THE CONTACT OWNS A 2008 HONDA CIVIC. THE CONTACT STATED THAT THE VEHICLE WAS MAKING AN UNUSUALLY GRINDING NOISE. THE DEALER INFORMED HER THAT THE BRAKE PADS WERE CRYSTALLIZED. THE DEALER LUBRICATED THE BRAKE PADS AND ADVISED THE CONTACT THAT THE FAILURE WOULD NOT RECUR. HOWEVER, THE FAILURE RECURRED WITHIN TWO DAYS. THE CONTACT CONFIRMED THAT THE FRONT BRAKE PADS ON HER VEHICLE HAD BEEN REPLACED THREE TIMES IN TWO YEARS. THERE WERE NO ADDITIONAL REPAIRS MADE TO THE VEHICLE. THE FAILURE MILEAGE WAS APPROXIMATELY 10,258 AND CURRENT MILEAGE WAS 23,000.
  - A RUBBING, GRINDING, METAL ON METAL NOISE FROM THE FRONT BRAKES AFTER A LITTLE OVER 19, 916 MILES. I HAD THE DEALERSHIP PERFORM AN INSPECTION OF THE BRAKE SYSTEM AND WAS TOLD THAT IT WAS NOT UNDER WARRANTY. THE PADS HAVE WORN DOWN TO THE POINT WHERE METAL-TO-METAL CONTACT IS OCCURRING, MY VEHICLE MAY NOT BE ABLE TO STOP SAFELY, AND DAMAGE MAY OCCUR WHERE THE BRAKE ROTORS OR DRUMS NEED TO BE REPLACED
  - MY 2008 HONDA CIVIC LX SEDAN IS IN THE DEALER AGAIN FOR BRAKES. THE FRONT BRAKES WERE REPLACED AT 18,000 MILES IN MAY OF 2009 AND NOW AT 31,000 IT NEEDS THEM AGAIN. ROTORS HAVE TO BE TURNED AGAIN AND BRAKE PADS REPLACED AGAIN. OUR DRIVING IS MOSTLY HIGHWAY AND WE DON'T ABUSE OUR CAR. BRAKES ARE UNDERSIZED FOR VEHICLE. HONDA AGREED AND FIXED THE FIRST TIME, NOW ARE SAYING IT IS NOT THERE PROBLEM. I HAVE OWNED 2 OTHER HONDA VEHICLES AND NEVER PUT BRAKES ON EITHER ONE OF THEM. DEALER SAID THIS A TYPICAL WEAR AND TEAR FOR VEHICLE MODEL. \*TR
  - 2008 HONDA CIVIC BRAKES WEARING OUT AFTER ONLY 16,000 MILES OF USE. HONDA MOTORS STATES THAT THERE IS NOTHING WRONG WITH THE BRAKES BUT WE WILL NEED



1 TO BRING THE CIVIC IN FOR BRAKE REPLACEMENT EVERY  
2 15 – 17,000 MILES OR EVERY 18 MONTHS. \*TR

- 3
- 4 • FRONT BRAKES WERE WORN DOWN OVER A VERY SHORT  
5 DURATION. THE CAR DID NOT HAVE MANY MILES ON IT,  
6 NOR HAD THE CAR BEEN DRIVEN ERRATICALLY, BUT THE  
7 BRAKES NEEDED TO BE REPLACED.
- 8
- 9 • HONDA CIVIL LX – 17,000 MILES. NOISE FROM FRONT WHEN  
10 BRAKING. DEALERSHIP SAID THAT FRONT BRAKES HAD TO  
11 BE COMPLETELY REPLACED (PADS AND ROTORS). REFUSED  
12 TO COVER UNDER WARRANTY CLAIMING THAT THIS WAS  
13 NORMAL WEAR. COMPLAINED TO AMERICAN HONDA AND  
14 WAS TOLD THAT THIS NOT UNDER WARRANTY AND  
15 CLEARLY DUE TO WEAR. THEY REFUSED TO COMMENT  
16 WHEN I ASKED HOW 17,000 MILES FOR NEW FRONT BRAKES  
17 COULD POSSIBLY BE CONSIDERED WEAR. MILES ARE ALL  
18 HIGHWAY DRIVEN. \*TR
- 19
- 20 • I BOUGHT MY 2008 HONDA CIVIC LX IN JUNE 2008. AT 15,000  
21 MILES I HAD A BUNCH OF BRAKE PROBLEMS (LOUD NOISES,  
22 DIFFICULTY STOPPING). I BOUGHT THE CAR INTO THE  
23 DEALERSHIP WHERE I BOUGHT IT AND WAS TOLD I HAD  
24 “CONTAMINATED” BRAKE PADS. THEY REPLACED THEM  
25 FOR FREE. SIX MONTHS LATER, I WAS HAVING THE SAME  
26 PROBLEM. TOOK IT IN AGAIN TO THE DEALER AND THEY  
27 SAID NOTHING WAS WRONG. I HAVE CONTINUED TO FEEL  
28 UNEASY ABOUT MY BRAKES AS THEY DON’T STOP LIKE THE  
THREE OTHER CARS I HAVE HAD. NOW, AT 41K SCREECHING  
NOISES HAVE STARTED AGAIN. THEY STARTED ON A  
FRIDAY AND I TOOK THE CAR TO THE SAME DEALERSHIP  
MONDAY MORNING. THEY TOLD ME I HAVE BARELY ANY  
BRAKE PADS LEFT AND IT MUST BE DUE TO MY DRIVING.  
(INCORRECT AS I MAINLY DRIVING AND NOW HAVE A 7  
MINUTE COMMUTE TO WORK). THE DEALERSHIP WAS  
ABSOLUTELY HORRIBLE, CLAIMING IT IS MY ISSUE AND  
THEY ARE NOT RESPONSIBLE. \*TR

1 • [2010 Honda Civic] PREMATURE BRAKE SYSTEM WEAR AFTER  
2 ONLY 15,000 MI OF CONSERVATIVE CITY DRIVING IN THE  
3 SPAN OF 12 MONTHS.

4 • [2010 Honda Civic] WITH LESS THAN 12,000 MILES ON MY CAR,  
5 MY BRAKE PADS NEED TO BE REPLACED. I WOULD HAVE  
6 NEVER EXPECTED MY CAR TO NEED NEW BRAKES THIS  
7 EARLY, SO I ALMOST DIDN'T TAKE MY CAR IN WHEN IT WAS  
8 MAKING A NOISE. I INPECTED MY CAR TO SEE IF  
9 SOMETHINGW AS STUCK IN THE TIRES OR SOMETHING LIKE  
10 THAT AND AM SHOCKED TO FIND OUT MY BRAKES ARE  
11 ALREADY WORN. AFTER MUCH RESEARCH ONLINE, I SEE  
12 THAT THIS IS A COMMON ISSUE FOR HONDAS.

13 • I purchased my 2008 Honda Civic LX brand new, and less then 6  
14 months later, my front brake pads wore out and Honda gave me a one  
15 time courtesy replacement. 6 months after that, they were metal to  
16 metal again. I am now scheduled to bring my car into Honda on  
17 Thursday, because the front pads are grinding metal to metal, and this  
18 will be the fifth time that the front brake pads will have been replaced  
19 on a car that is 2.5 years old. The last time the pads were replaced (at  
20 Midas) was 3 months ago, and at that time, they told me that the rotors  
21 were shot and it would cost me \$300 to replace them. I told them no  
22 way, and took it to Honda, and they replaced the rotors free of charge,  
23 since I was within warranty. But nonetheless, 3 months ago I had new  
24 front rotors and new front pads and now they are again grinding metal  
25 to metal.

26 Why hasn't Honda recalled their Civics? I have heard that, in redesigning the Civic,  
27 that Honda made the brake discs bigger, but neglected to put on bigger pads to  
28 compensate. The result, brake pads that grind down to nothing in 3 months. I met a  
guy with the same year civic the other day and the first question he asked me was  
"Do you have any brake problems?"

• At about 10,000 miles my 2008 Honda Civic developed deafening  
screeching from the front brakes. It would come and go at first and then  
didn't stop at all. Made appt with Honda dealer (80 miles away, closest  
one) and took it in. They said brake pads were worn out but they didn't  
have ANY IN STOCK so I had to wait until they came in. It took 2  
weeks! Then when I came in they claimed they wore out that fast  
because there was dirt in them and also insinuated I must stomp the  
brake a lot, which is not the case. I'm a little old lady, driving-wise and

1 chronologically. (and why would it be dirt one minute, and me  
2 stomping them the next?) I got testy and they said no charge, courtesy,  
3 yada yada, but all the while acting very superior. About 6 weeks later  
4 driving home after Thanksgiving trip, brakes screamed for hundreds of  
5 miles. After rest in garage, no noise, never again. I called Honda at that  
6 point and filed a complaint. They called me and were extremely rude,  
7 arrogant, kept asking what I wanted! What I wanted was brakes that  
8 didn't make noise, ever! Also, when speaking to Honda, they found no  
9 record of the front brake pads having been replaced, had to call the  
10 dealership to confirm it ever happened. They reported I wore them out  
11 and wasn't I lucky they replaced them free of charge? This whole  
12 episode left a very bad taste for Honda in general, makes me regret that  
13 I switched from Hyundais to Honda for the better gas mileage.

- 14 • This is my third Honda. By and large I count myself as a satisfied  
15 Honda customer, but have been surprised by how often I've had to  
16 replace the brakes on this car. I first had to replace the brakes on this car  
17 at the 18,000 mile point. I was very surprised! My dealer told me the  
18 problem was that I am riding the brakes--no surprise and definitely  
19 wrong since I do not ride the brakes. At this point, my car has 43,000  
20 miles and I am having to consider replacing the brakes on it a third  
21 time. I have not been happy with the level of customer service at the  
22 dealer, and so have stopped taking this car to him for service of any  
23 kind.

24 Aside from that, and the occasional "clunk" from third gear into first  
25 (when I slow down at a stop sign for instance--apparently that's not  
26 unusual for this car), I've been pretty satisfied with the performance of  
27 this car. Honda needs to take care of this problem though.

- 28 • pissed because my breaks were squeaking and i thought I couldn't  
possibly need new breaks being that my car is less than a year old and  
barely has 9,000 miles. Dealership told me the front was worn down to  
a 2.8 and the back breaks are at a 4 (those should be replaced at 3).  
OMG, I almost let this go another few weeks thinking maybe it was  
dust or something. So they tell me that Honda is aware of the problem  
and working out a fix, that they aren't sure why their 08 and 09 civics  
and accord's break pads are wearing down so fast. WTF, i'm so pissed, i  
am in the midst of dealing with them and calling consumer affairs  
because I am not about to pay to keep replacing the breaks on my new  
car or every 9k miles. What happens when the warranty is up? So they

1 haven't touched the back breaks but those will need to be replaced what  
2 in a few weeks? I want to know if anyone else has had this problem and  
3 had it remedied.

- 4
- 5 • I bought this Honda Civic 2009 in July 2009 and after a little over a  
6 year with 14,752 miles only, the front brakes prematurely wear. I had it  
7 replaced on my expenses because i needed transportation for my daily  
8 work routine. Later I sent a letter of complain to American Honda  
9 Automobile Customer Service and requesting a reimbursement. A  
10 Jonathan Yu called my house and left a voice message; I returned his  
11 call a few times and left voicemail messages, but never got a call back. I  
12 called the Honda Automobile Customer Service and was answered by a  
13 Michael who rudely refused to give me his last name and refused to let  
14 me talk to their Manager.

15 I'm getting nowhere with this complain with Honda's unprofessional  
16 business ethics. I am pursuing a complaint with the Consumer Affairs  
17 and the Office of Defects Investigations of national Highway Traffic  
18 Safety Administration, and possibly sue Honda.

- 19
- 20 • 2008 honda civic vin# [xxx] on june 5, 2009, I purchased a 2008 honda  
21 civic from white plains honda located in white plains, ny for my 21-  
22 year old son. The purpose of this letter is regarding the ongoing brake  
23 problem he is experiencing. On october 1, 2009 (with only 17,223 miles  
24 on the car), my sons car was serviced at white plains honda because of a  
25 grinding noise he was experiencing every time he would step on the  
26 brake. White plains honda advised my son that he needed front brake  
27 pads and rotors. My mechanic advised me that brakes should last at  
28 least 30,000 miles. On the same day, my mechanic replaced 1 set of  
front disc brakes and 2 brake rotors. On march 26, 2010, my sons car  
again needed brake repair. At the time of service, there were 31,425  
miles on the car which meant he added an additional 14,202 miles on  
the car since his last repair. Again, I have clarified from a few  
mechanics that brakes should last at least 30,000 miles. My mechanic  
advised me that there have been at least 4 honda civics he has serviced  
in his shop with the same brake problems. He can't figure out why there  
is a continuous problem with the brake wearing out on the driver's side.  
I have copies of all the repair receipts. I bought a honda because I  
thought I was purchasing a reputable car for my son. In this economy,  
who can afford to replace brakes every 14,000 miles? information

1 redacted pursuant to the freedom of information act (foia), 5 u.S.C.  
2 552(b)(6).

- 3
- 4 • My 2008 honda civic lx sedan is in the dealer again for brakes. The  
5 front brakes were replaced at 18,000 miles in may of 2009 and now at  
6 31,000 it needs them again. Rotors have to be turned again and brake  
7 pads replaced again. Our driving is mostly highway and we don't abuse  
8 our car. Brakes are undersized for vehicle, honda agreed and fixed the  
9 first time, now are saying it is not there problem. I have owned 2 other  
10 honda vehicles and never put brakes on either one of them. Dealer said  
11 this is typical wear and tear for vehicle model.
  - 12 • 08 Honda Civic, purchased new and have had the same brake problems  
13 since 7, 000 miles; squealing followed by grinding. I thought something  
14 got stuck between the brake and the rotor, I was wrong. Front driver  
15 side pad was worn down to nothing, passenger side pads were okay.  
16 Called dealship and they stated, brakes were not covered under  
17 warranty as they were uder normal wear-and-tear. I explained that the  
18 inside piston on the driver caliper must not be recovering after  
19 application causing pad to wear out prematurely, they did nothing. I  
20 replaced myself. 6, 000 mile later I had car in in for inspection and  
21 dealer said I neede brakes. I complained and they took 1/2 off after I  
22 asked them if it was the front inside driver side pad that was worn out  
23 again. I replace the brakes every 6 to 9, 000 miles. It is always the same  
24 pad that is wearing out first. Honda dealer refuses to relace the caliper.
  - 25 • Nightmare! I have a 2010 Honda civic & have had to replace the brakes  
26 at about 6, 000 miles. I had really bad grinding & then some strange  
27 ringing which sounded very scary. sure enough everything was shot and  
28 had to replace front brake pads. This is B.S!!!!

21. Honda tells its customers that they should inspect their vehicles' brakes pads when the vehicles' on-board computer system, which Honda calls the "Maintenance Minder System," informs them that service is due. However, the Braking System defect causes the pads wear at such an accelerated rate that the vehicles' on-board computer system does not warn drivers that the brake pads require inspection or are suffering from dangerous levels of brake pad

1 wear. Moreover, Consumers do not expect to have to inspect or replace the  
2 brake pads after only 10,000 to 15,000 miles. The undisclosed defect in the  
3 Braking System poses an unreasonable safety risk to consumers.

4 22. Honda has long known that the Civic has a defective Braking  
5 System. Honda has exclusive access to information about the Braking System  
6 defect through its dealerships, pre-release testing data, warranty data, customer  
7 complaint data, and replacement part sales data, among other sources of  
8 aggregate information about the problem. In contrast, the Braking System defect  
9 was not known or reasonably discoverable by Plaintiff and Class members prior  
10 to purchase and without experiencing the defect first hand and exposing  
11 themselves to an unreasonable safety risk.

12 23. Honda has actively concealed the Braking System defect from  
13 consumers. Even when vehicle owners specifically ask whether their vehicle  
14 suffers from a known problem, Honda's policy is to deny that there is a known  
15 problem, continue concealing the Braking System defect, and to assert that  
16 replacing brake pads every 10,000 to 15,000 miles is normal or that it is the  
17 consumers aggressive driving behaviour that is causing the problem. Honda  
18 knew that potential car buyers and lessees would deem the defect in the Braking  
19 System to be material such that reasonable consumers who knew of the defect  
20 either would have paid less for the Class Vehicles or would not have purchased  
21 or leased a Class Vehicle at all.

22 24. Honda has a duty to disclose the Braking System defect and the  
23 associated repair costs to Class Vehicles owners, among other reasons, because  
24 the defect poses an unreasonable safety hazard; because Honda had and has  
25 exclusive knowledge or access to material facts about the Class Vehicles and  
26 their braking system that were and are not known or reasonably discoverable by  
27 Plaintiff and Class Members; and because Honda has actively concealed the  
28 Braking System defect from its customers.

1           25.     As a result of Honda's practices, Plaintiff and Class members  
2 purchased vehicles they otherwise would not have purchased, paid more for  
3 those vehicles than they would have paid, were subjected to an unreasonable risk  
4 to their safety, and unnecessarily paid, and will continue to pay, repair costs as a  
5 result of the Braking System defect.

6     **Plaintiff RIVELLA DUNNER**

7           26.     In November 28, 2008 Plaintiff RIVELLA DUNNER purchased a  
8 new 2009 Honda Civic sedan from Woodland Hills Honda in Woodland Hills,  
9 California, which came with the factory- installed Braking System. Ms. Dunner  
10 decided to purchase a Civic because of the price and because she thought it was a  
11 safe and reliable vehicle. Honda did not inform Ms. Dunner before her purchase  
12 that the Civic's Braking System was defective or that the vehicle would need to  
13 have its front brake pads replaced every 10,000 to 15,000 miles. Ms. Dunner  
14 would not have purchased the vehicle had she known these material facts.

15           27.     On December 30, 2009, thirteen months after purchasing her vehicle  
16 and after having driven less than 10,433 miles, Ms. Dunner took her vehicle to  
17 Woodland Hills Honda and was informed by a Honda technician that her  
18 vehicle's front brake pads were low and would need replacing soon and the cost  
19 of replacement would be \$189.95. The technician further told Ms. Dunner that  
20 the repair was not covered under warranty because Honda's official position is  
21 that there is not a problem with the Braking System.

22           28.     Ms. Dunner expressed dissatisfaction with the fact that her brakes  
23 wore out prematurely. On January 19, 2010 at 10,973 miles, Woodland Hills  
24 Honda replaced Ms. Dunner's front brakes. Ultimately based upon Ms.  
25 Dunner's complaints, Ms. Dunner was not required to pay for this repair.

26           29.     On December 13, 2010 at 20,532 miles, Ms. Dunner returned to  
27 Woodland Hills Honda and was advised by a Honda technician that her front  
28 brakes were low and were due for replacement and that the cost of replacement

1 would be \$199.95. Ms. Dunner was advised that the front brake pads were not  
2 going to be covered by the manufacture's warranty.

3 30. Frustrated and disappointed with Honda, on December 16, 2010, at  
4 20,628 miles, Ms. Dunner paid \$169.00 to have the front brake pads replaced.

5 31. Ms. Dunner is concerned with the safety and reliability of their  
6 vehicle's Braking System. Ms. Dunner is also upset because she will have to  
7 spend time and money replacing the front brake pads every 10,000 to 15,000  
8 miles, which she did not anticipate at the time of purchase.

9  
10 **CLASS ACTION ALLEGATIONS**

11 32. Plaintiff brings this lawsuit as a class action on behalf of herself and  
12 all others similarly situated as members of the proposed Plaintiff Class pursuant  
13 to Federal Rules of Civil Procedure 23(a), (b)(3), and/or (b)(2). This action  
14 satisfies the numerosity, commonality, typicality, adequacy, predominance, and  
15 superiority requirements of those provisions, and is defined as follows:

16 All (i) current owners or lessees of a 2008, 2009 and 2010 Honda  
17 Civic; and (ii) former owners or lessees of a 2008, 2009 and 2010  
18 Civic who paid for a repair related to the Braking System (the  
19 "Class").

20 33. Excluded from the Class are Honda and Honda Motor Co., Ltd.; any  
21 affiliate, parent, or subsidiary of Honda or Honda Motor Co., Ltd.; any entity in  
22 which Honda or Honda Motor Co., Ltd. has a controlling interest; any officer,  
23 director, or employee of Honda or Honda Motor Co., Ltd.; any successor or assign  
24 of Honda or Honda Motor Co., Ltd.; and any Judge to whom this case is assigned  
25 as well as his or her immediate family and staff.

26 34. Claims for personal injury are specifically excluded from the Class.  
27 Plaintiff also reserves the right to amend the Class and Sub-Class definitions if  
28 discovery and further investigation reveal that the Class and Sub-Class should be  
expanded or otherwise limited.



1           35. Numerosity: Members of the Class are so numerous that their  
2 individual joinder herein is impracticable. Hundreds of thousands of Class  
3 Vehicles have been sold or leased in the United States, with a substantial portion  
4 of those sales occurring in California. Class members may be notified of the  
5 pendency of this action by mail, supplemented (if deemed necessary or  
6 appropriate by the Court) by published notice.

7           36. Existence and predominance of common questions: Common  
8 questions of law and fact exist as to all members of the Class and predominate  
9 over questions affecting only individual Class Members. These common  
10 questions include the following:

- 11           a. Whether Honda provided Plaintiff and Class members with a vehicle  
12           installed with a defective Braking System or defective component  
13           parts;
- 14           b. Whether the fact that the Braking System is defective and requires  
15           front brake pad replacement every 10,000 to 15,000 miles would be  
16           considered material by a reasonable consumer;
- 17           c. Whether Honda has a duty to disclose the Braking System defect to  
18           Plaintiff and other Class members;
- 19           d. Whether Honda has violated the Consumers Legal Remedies Act,  
20           Cal. Civ. Code § 1750 *et seq.*, as alleged in this complaint;
- 21           e. Whether Honda has engaged in unlawful, unfair, or fraudulent  
22           business practices in violation of California Business and Professions  
23           Code' section 17200 *et seq.*, as alleged in this complaint;
- 24           f. Whether Honda breached the express warranty by refusing to provide  
25           warranty coverage for the Braking System or any of its component  
26           parts;

- 1 g. Whether Plaintiff and the other Class members are entitled to  
2 equitable relief, including but not limited to restitution or a  
3 preliminary and/or permanent injunction; and  
4 h. Whether Plaintiff and the other Class members are entitled to  
5 damages and other monetary relief.  
6 i. Whether Honda breached the implied warranty of merchantability.

7 37. Typicality: Plaintiff's claims are typical of the claims of the Class,  
8 because, among other things, Plaintiff purchased Class Vehicles, which contain  
9 the same defective Braking System found in all other Class Vehicles.

10 38. Adequacy: Plaintiff is an adequate representative of the Class  
11 because her interests do not conflict with the interests of the members of the  
12 Class she seeks to represent. Plaintiff has retained counsel competent and  
13 experienced in complex class action litigation, and Plaintiff intends to prosecute  
14 this action vigorously. The interests of the members of the Class will be fairly  
15 and adequately protected by Plaintiff and her counsel.

16 39. Superiority. The class action is superior to other available means for  
17 the fair and efficient adjudication of this dispute. The injury suffered by each  
18 Class member, while meaningful on an individual basis, is not of such magnitude  
19 as to make the prosecution of individual actions against Honda economically  
20 feasible. Even if Class members themselves could afford such individualized  
21 litigation, the court system could not. In addition to the burden and expense of  
22 managing myriad actions arising from the Braking System defect, individualized  
23 litigation presents a potential for inconsistent or contradictory judgments.  
24 Individualized litigation increases the delay and expense to all parties and the  
25 court system presented by the legal and factual issues of the case. By contrast,  
26 the class action device presents far fewer management difficulties and provides  
27 the benefits of single adjudication, economy of scale, and comprehensive  
28 supervision by a single court.

- 1 40. In the alternative, the Class may be certified because:
- 2 a. The prosecution of separate actions by the individual members of the
- 3 Class would create a risk of inconsistent or varying adjudication with
- 4 respect to individual Class members which would establish
- 5 incompatible standards of conduct for Honda;
- 6 b. The prosecution of separate actions by individual Class members
- 7 would create a risk of adjudications with respect to them which
- 8 would, as a practical matter, be dispositive of the interests of other
- 9 Class members not parties to the adjudications, or substantially
- 10 impair or impede their ability to protect their interests; and
- 11 c. Honda has acted or refused to act on grounds generally applicable to
- 12 the Class, thereby making appropriate final and injunctive relief with
- 13 respect to the members of the Class as a whole.
- 14

15 **FIRST CAUSE OF ACTION**

16 **(Violation of the Consumers Legal Remedies Act, Cal. Civ. Code § 1750, *et.***  
17 ***seq.*)**

18 41. On behalf of herself, and all others similarly situated, Plaintiff

19 RIVELLA DUNNER re-alleges as if fully set forth, each and every allegation set

20 forth herein.

21 42. Honda is a "person" under Cal. Civ. Code section 1761(c).

22 43. Plaintiff RIVELLA DUNNER and the other Class members are

23 "consumers" under Cal. Civ. Code section 1761(d).

24 44. Plaintiff RIVELLA DUNNER and the other Class members

25 engaged in "transactions" under Cal. Civ. Code section 1761(e), including the

26 purchase or lease of Class Vehicles from Honda and the presentation of Class

27 Vehicles for repair or replacement of the Braking System to Honda.

28

1           45. As set forth herein, Honda's acts, policies, and practices undertaken  
2 in transactions intended to result and which did result in the sale or lease of Class  
3 Vehicles, violate sections 1770(a)(5), (a)(7), (a)(9), (a)(14), and (a)(16) of the  
4 CLRA in that: (a) Honda represents that its goods have sponsorship, approval,  
5 characteristics, uses, or benefits which they do not have; (b) Honda represents  
6 that its goods are of a particular standard, quality, or grade, but are of another;  
7 (c) Honda advertises its goods with intent not to sell them as advertised; (d)  
8 Honda represents that a transaction confers or involves rights, remedies, or  
9 obligations which it does not have-or involve; and (e) Honda represents that its  
10 goods have been supplied in accordance with a previous representation when  
11 they have not.

12           46. The existence of the defect in the Braking System is a material fact.  
13 The Plaintiff and other Class members were unaware of the defective Braking  
14 System when they purchased the Class Vehicles. Consumers value reliability  
15 and dependability of automobiles and automobile parts, especially concerning  
16 vital safety mechanisms such as the Braking System in the Class Vehicles. Had  
17 they known that the Braking System was defective, Plaintiff, and other Class  
18 members, would not have purchased or leased the Class Vehicles, or would have  
19 done so at lower prices.

20           47. Reasonable consumers expect, among other things:

- 21           a. That new vehicles, including Class Vehicles, would be equipped with  
22 safe and reliable brakes and to not be sold with undisclosed safety  
23 defects;
- 24           b. That new vehicles, including Class Vehicles, would function properly  
25 for the duration of the warranty and that defects will be covered  
26 under the warranty; and
- 27           c. That new vehicles, including Class Vehicles, would not require  
28 replacement of the front brake pads within 10,000 to 15,000 miles of

1 purchase or lease, or every 10,000 to 15,000 miles thereafter, for the  
2 life of the vehicle.

3 48. Honda had a duty to disclose the Braking System's defect in the  
4 Class Vehicles for various reasons, including that:

- 5 a. The existence of the defect poses an unreasonable risk to the safety of  
6 the Plaintiff and other Class members;
- 7 b. The defect's existence is contrary to Honda's representations and  
8 consumers' expectations;
- 9 c. Honda's concealment of the defect and/or Honda's failure to disclose  
10 the defect was likely to deceive reasonable consumers;
- 11 d. Honda intentionally concealed the defect with the intent to defraud  
12 consumers;
- 13 e. Honda's concealment of the defect harmed the Plaintiffs and other  
14 Class members; and
- 15 f. Honda never intended to fulfill its warranty obligation to repair or  
16 replace the defect in the Braking System or any of the damage caused  
17 thereby.

18 49. In addition, Defendant was under a duty to Plaintiff and the Class to  
19 disclose the defective nature of the Class Vehicles:

- 20 a. Defendant was in a superior position to know the true state of  
21 facts about the safety defect and associated repair costs in the  
22 Class Vehicles;
- 23 b. Plaintiff and the Class Members could not reasonably have  
24 been expected to learn or discover that the Class Vehicles had  
25 a dangerous safety defect until after they purchased the Class  
26 Vehicles; and

1 c. Defendant knew that Plaintiff and the Class Members could  
2 not reasonably have been expected to learn or discover the  
3 safety defect and the associated repair costs that it causes.

4 50. In failing to disclose the Brake System defect and the associated  
5 repair costs, Defendant has knowingly and intentionally concealed material facts  
6 and breached its duty not to do so.

7 51. The facts concealed or not disclosed by Defendant to Plaintiff and  
8 the Class are material in that a reasonable consumer would have considered them  
9 to be important in deciding whether to purchase Defendant's Class Vehicles or  
10 pay a lesser price. Had Plaintiff and the Class known the defective nature of the  
11 Class Vehicles, they would not have purchased the Class Vehicles or would have  
12 paid less for them.

13 52. As a result of Honda's practices, Plaintiff RIVELLA DUNNER and  
14 the other Class members have suffered harm.

15 53. Pursuant to the provisions of Cal. Civ. Code § 1780, Plaintiff  
16 RIVELLA DUNNER seeks an order enjoining Honda from the unlawful  
17 practices described herein, a declaration that Honda's conduct violates the  
18 CLRA, and attorneys' fees and costs of litigation.

19 Plaintiff RIVELLA DUNNER has provided Honda with notice of its  
20 alleged violations of the CLRA pursuant to California Civil Code § 1782(a). If,  
21 within 30 days of the date of the notification letter, Defendant fails to provide  
22 appropriate relief for its violation of the CLRA, Plaintiff will amend this  
23 Complaint to seek monetary, compensatory, and punitive damages, in addition to  
24 the injunctive and equitable relief that Plaintiff seeks now.

1 SECOND CAUSE OF ACTION

2 (For unlawful, unfair, and fraudulent business practices under  
3 California Business and Professions Code § 17200 *et seq.*)

4 54. Plaintiff, on behalf of herself and all others similarly situated, re-  
5 alleges, as if fully set forth, each and every allegation set forth herein.

6 55. Honda's acts and practices, as alleged in this complaint, constitute  
7 unlawful, unfair and/or fraudulent business practices, in violation of the Unfair  
8 Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*

9 56. The business practices engaged in by Honda that violate the Unfair  
10 Competition Law include failing to disclose at the point of sale, the point of repair,  
11 or otherwise, that the Braking System is defective.

12 57. Honda engaged in unlawful business practices by violating the  
13 Consumer Legal Remedies Act, Cal. Civ. Code § 1750 *et seq.*; the Magnuson  
14 Moss Warranty Act, U. S.C. § 2301 *et seq.*; and by engaging in conduct, as  
15 alleged herein, that breaches the express and implied warranties.

16 59. Honda engaged in unfair business practices by, among other things:

- 17 a. Engaging in conduct that is immoral, unethical, oppressive,  
18 unscrupulous, or substantially injurious to Plaintiffs and other  
19 members of the Class;
- 20 b. Engaging in conduct that undermines or violates the stated policies  
21 underlying the CLRA and the Magnuson-Moss Warranty Act, each of  
22 which seeks to protect consumers against unfair and sharp business  
23 practices and to promote a basic level of honesty and reliability in the  
24 marketplace; and
- 25 c. Engaging in conduct that causes a substantial injury to consumers,  
26 not outweighed by any countervailing benefits to consumers or to  
27 competition, which the consumers could not have reasonably  
28 avoided.





1           67. Honda's express warranty is a "written warranty" within the  
2 meaning of section 2301(6)

3           68. Honda breached the express warranty by:

- 4           a. Extending a 3 year/36,000 miles New Vehicle Limited Warranty with  
5 the purchase or lease of the Class Vehicles, thereby warranting to  
6 repair or replace any part defective in material or workmanship at no  
7 cost to the owner or lessee;
- 8           b. Selling and leasing Class Vehicles with Braking Systems that were  
9 defective in material and workmanship, requiring repair or  
10 replacement within the warranty period; and
- 11           c. Refusing to honor the express warranty by repairing or replacing, free  
12 of charge, the Braking System or any of its component parts and  
13 instead charging for repair and replacement parts.

14           69. Honda's breach of the express warranty has deprived the Plaintiff and  
15 the other Class members of the benefit of their bargain.

16           70. The amount in controversy of the Plaintiff's individual claims meets  
17 or exceeds the sum or value of \$25. In addition, the amount in controversy meets  
18 or exceeds the sum or value of \$50,000 (exclusive of interests and costs)  
19 computed on the basis of all claims to be determined in this suit.

20           71. Honda has been afforded a reasonable opportunity to cure its breach  
21 of written warranty, including when Plaintiff and other Class members brought  
22 their vehicles in for diagnoses and repair of their Braking Systems.

23           72. As a direct and proximate cause of Honda's breach of written warranty,  
24 Plaintiff and Class members sustained damages and other losses in an amount to  
25 be determined at trial. Honda's conduct damaged Plaintiff and Class members,  
26 who are entitled to recover actual damages, consequential damages, specific  
27 performance, diminution in value, costs, attorneys' fees, rescission, and/or other  
28 relief as appropriate.

1 **FOURTH CAUSE OF ACTION**

2 **(For Breach of Express Warranty Under Cal. Comm. Code § 2313)**

3 73. Plaintiff, on behalf of herself and all others similarly situated, re-  
4 alleges, as if fully set forth, each and every allegation set forth herein.

5 74. Honda provided all purchasers and lessees of the Class Vehicles with  
6 the express warranty described herein, which became a material part of the  
7 bargain. Accordingly, Honda's express warranty is an express warranty under  
8 California law.

9 75. The Braking System and its component parts were manufactured  
10 and/or installed by Honda in the Class Vehicles and are covered by the express  
11 warranty.

12 76. Honda breached the express warranty by:

- 13 a. Extending a 3 year/36,000 miles New Vehicle Limited Warranty with  
14 the purchase or lease of the Class Vehicles, thereby warranting to  
15 repair or replace any part defective in material or workmanship at no  
16 cost to the owner or lessee;
- 17 b. Selling and leasing Class Vehicles with Braking Systems that were  
18 defective in material and workmanship, requiring repair or  
19 replacement within the warranty period; and
- 20 c. Refusing to honor the express warranty by repairing or replacing, free  
21 of charge, the Braking System or any of its component parts and  
22 instead charging for repair and replacement parts.

23 77. Plaintiff notified Honda of the breach within a reasonable time and/or  
24 was not required to do so because affording Honda a reasonable opportunity to  
25 cure its breach of written warranty would have been futile. Honda was also on  
26 notice of the defect from the complaints and service requests it received from  
27 Class members, from repairs and/or replacements of the Braking System or a  
28

1 component thereof, and through its own maintenance records and other internal  
2 data.

3 78. As a direct and proximate cause of Honda's breach, Plaintiff and the  
4 other Class members have suffered damages and continue to suffer damages,  
5 including economic damages at the point of sale or lease, that is, the difference  
6 between the value of the vehicle as promised and the value of the vehicle as  
7 delivered. Additionally, Plaintiff and the other Class members either have  
8 incurred or will incur economic damages at the point of repair in the form of the  
9 cost of repair.

10 79. Plaintiff and the other Class members are entitled to legal and  
11 equitable relief against Honda, including actual damages, consequential damages,  
12 specific performance, rescission, attorneys' fees, costs of suit, and other relief as  
13 appropriate.

#### 14 **FIFTH CAUSE OF ACTION**

#### 15 **(For Breach of Implied Warranty Pursuant to Song-Beverly Consumer** 16 **Warranty Act, California Civil Code §§ 1792 and 1791.1, et seq.)**

17 79. Plaintiff, on behalf of herself and all others similarly situated, re-  
18 alleges, as if fully set forth, each and every allegation set forth herein.

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

22 81. Defendant provided Plaintiff and Class Members with an implied  
23 warranty that the Class Vehicles and any parts thereof are merchantable and fit  
24 for the ordinary purposes for which they were sold. However, the Class  
25 Vehicles are not fit for their ordinary purpose of providing reasonably reliable  
26 and safe transportation because the Class Vehicles have a defect in the Braking  
27 System. Braking System suffers from a defect that can put the lives of its  
28 occupants and other drivers who share the road with them at risk.



- 1 c. For an order awarding Plaintiff and the members of the Class restitution, or  
2 other equitable relief as the Court deems proper;
- 3 d. For an order enjoining Honda from continuing to engage in unlawful  
4 business practices as alleged herein;
- 5 e. For an order awarding Plaintiff and the members of the Class pre-judgment  
6 and post-judgment interest;
- 7 f. For an order awarding Plaintiff and the members of the Class reasonable  
8 attorneys' fees and costs of suit, including expert witness fees, as allowed  
9 by law;
- 10 g. For an order awarding Plaintiff and the members of the Class reasonable  
11 attorneys' fees and costs of suit, including expert witness fees, pursuant to  
12 California Code of Civil Procedure § 1021.5, the common fund theory, or  
13 any other applicable statute, theory, or contract;
- 14 h. For an order granting Plaintiff leave to amend the Complaint to conform to  
15 the evidence produced at trial;
- 16 i. any and all remedies provided pursuant to the Song-Beverly Act, including  
17 California Civil Code section 1794; and
- 18 j. For an order awarding such other and further relief as this Court may deem  
19 just and proper.

20 **DEMAND FOR JURY TRIAL**

21 Plaintiff hereby demands a trial by jury on all claims so triable.

22 Respectfully submitted,

23  
24 Dated: February 8, 2011

THE LAW OFFICE OF ROBERT L. STARR

25  
26 By: 

Robert L. Starr

Attorneys for Plaintiff

# Exhibit 1

1 Robert L. Starr (State Bar No. 183052)  
e-mail: starresq@hotmail.com  
2 **THE LAW OFFICE OF ROBERT L. STARR**  
3 23277 Ventura Boulevard  
Woodland Hills, California, 91364-1002  
4 Telephone: (818) 225-9040  
Facsimile: (818) 225-9042  
5

6 Attorneys for Plaintiff RIVELLA DUNNER

7  
8 UNITED STATES DISTRICT COURT  
9 CENTRAL DISTRICT OF CALIFORNIA—WESTERN DIVISION

10 RIVELLA DUNNER, individually, and  
11 on behalf of others similarly situated,

12 Plaintiff,

13 v.

14 AMERICAN HONDA MOTOR CO.,  
15 INC.

16 Defendant.

Case Number:

**DECLARATION OF ROBERT L.  
STARR IN SUPPORT OF  
PLAINTIFF'S SELECTION OF  
FORUM FOR TRIAL OF  
PLAINTIFF'S CLAIMS ARISING  
UNDER THE CALIFORNIA  
CONSUMER LEGAL REMEDIES  
ACT**

[Cal. Civ. Code, § 1780, subd. (d)]

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Case No.:

**DECLARATION OF ROBERT L. STARR**

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I, Robert L. Starr, declare:

1. I am admitted, in good standing, to practice as an attorney in the State of California. All of the matters set forth herein are within my personal knowledge, except those matters that are stated to be upon information and belief. As to such matters, I believe them to be true.

2. Pursuant to Cal. Civ. Code § 1780(d), this Declaration is submitted in support of Plaintiff's selection of forum for trial of Plaintiff's cause of action alleging violation of California's Consumer Legal Remedies Act.

3. On information and belief, Defendant AMERICAN HONDA MOTOR, CO., INC. ("HONDA") is a California Corporation with its principal place of business at 1919 Torrance Boulevard, Torrance, California 90501. Defendant HONDA conducts business in the state of California, County of Los Angeles. HONDA, through its business of distributing, selling, and leasing vehicles, has established sufficient contacts in this district such that personal jurisdiction is appropriate. HONDA is deemed to reside in this district pursuant to 28 U.S.C. § 1391(a).

4. In addition, a substantial part of the events or omissions giving rise to Plaintiff's claims and a substantial part of the property that is the subject of this action are in this district. Accordingly, venue is proper in this Court pursuant to 28 U.S.C. § 1391(a).


5. Based on the facts set forth herein, this Court is a proper venue for the prosecution of Plaintiff's cause of action alleging violation of California's Consumer Legal Remedies Act. *See* Cal. Civ. Code § 1780(d).

///  
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///

I declare under penalty of perjury under the laws of the State of California  
Case No.: \_\_\_\_\_ Page 1



1 and the United States of America that the foregoing is true and correct and that  
2 this declaration was executed by me on this 8<sup>th</sup> day of February 2011, at  
3 Woodland Hills, California.

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6 Robert L. Starr, Esq.

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**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEET**

<b>I (a) PLAINTIFFS</b> (Check box if you are representing yourself <input type="checkbox"/> RIVELLA DUNNER, individually, and on behalf of all others similarly situated,	<b>DEFENDANTS</b> AMERICAN HONDA MOTOR CO., INC.
<b>(b) Attorneys</b> (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)  THE LAW OFFICE OF ROBERT L. STARR 23277 Ventura Boulevard, Woodland Hills, California 91364 Telephone: (818) 225-9040 Facsimile: (818) 225-9042	Attorneys (If Known)

<b>II. BASIS OF JURISDICTION</b> (Place an X in one box only.)  <input type="checkbox"/> 1 U.S. Government Plaintiff <input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)  <input type="checkbox"/> 2 U.S. Government Defendant <input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	<b>III. CITIZENSHIP OF PRINCIPAL PARTIES</b> - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;"></td> <td style="width:10%; text-align: center;"><b>PTF</b></td> <td style="width:10%; text-align: center;"><b>DEF</b></td> <td style="width:40%;"></td> <td style="width:10%; text-align: center;"><b>PTF</b></td> <td style="width:10%; text-align: center;"><b>DEF</b></td> </tr> <tr> <td>Citizen of This State</td> <td align="center"><input checked="" type="checkbox"/> 1</td> <td align="center"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business in this State</td> <td align="center"><input type="checkbox"/> 4</td> <td align="center"><input checked="" type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td align="center"><input type="checkbox"/> 2</td> <td align="center"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td align="center"><input type="checkbox"/> 5</td> <td align="center"><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td align="center"><input type="checkbox"/> 3</td> <td align="center"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td align="center"><input type="checkbox"/> 6</td> <td align="center"><input type="checkbox"/> 6</td> </tr> </table>		<b>PTF</b>	<b>DEF</b>		<b>PTF</b>	<b>DEF</b>	Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input checked="" type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
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**IV. ORIGIN** (Place an X in one box only.)

1 Original Proceeding    
  2 Removed from State Court    
  3 Remanded from Appellate Court    
  4 Reinstated or Reopened    
  5 Transferred from another district (specify):    
  6 Multi-District Litigation    
  7 Appeal to District Judge from Magistrate Judge

**V. REQUESTED IN COMPLAINT:** **JURY DEMAND:**  Yes    No (Check 'Yes' only if demanded in complaint.)

**CLASS ACTION under F.R.C.P. 23:**  Yes    No     **MONEY DEMANDED IN COMPLAINT:** \$ greater than \$5,000,000.00

**VI. CAUSE OF ACTION** (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)  
 USC section 1332(d) Nationwide Class Action with causes of action for violation of California Consumer protection statues and 15 USC section 2301 et seq.

**VII. NATURE OF SUIT** (Place an X in one box only.)

<b>OTHER STATUTES</b> <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	<b>CONTRACT</b> <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise <b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>TORTS</b> <b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<b>TORTS</b> <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability <b>BANKRUPTCY</b> <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <b>FORFEITURE / PENALTY</b> <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety /Health <input type="checkbox"/> 690 Other	<b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
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CV11-01181

**FOR OFFICE USE ONLY:** Case Number: \_\_\_\_\_

**AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.**

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEET**

**VIII(a). IDENTICAL CASES:** Has this action been previously filed in this court and dismissed, remanded or closed?  No  Yes  
If yes, list case number(s): \_\_\_\_\_

**VIII(b). RELATED CASES:** Have any cases been previously filed in this court that are related to the present case?  No  Yes  
If yes, list case number(s): \_\_\_\_\_

**Civil cases are deemed related if a previously filed case and the present case:**

- (Check all boxes that apply)  A. Arise from the same or closely related transactions, happenings, or events; or  
 B. Call for determination of the same or substantially related or similar questions of law and fact; or  
 C. For other reasons would entail substantial duplication of labor if heard by different judges; or  
 D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

**IX. VENUE:** (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.  
 Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
RIVELLA DUNNER - LOS ANGELES COUNTY	

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.  
 Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
AMERICAN HONDA MOTOR CO., INC. - LOS ANGELES COUNTY	

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.  
**Note: In land condemnation cases, use the location of the tract of land involved.**

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
LOS ANGELES COUNTY	

\* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

**Note: In land condemnation cases, use the location of the tract of land involved**

X. SIGNATURE OF ATTORNEY (OR PRO PER): \_\_\_\_\_ Date February 8, 2011

**Notice to Counsel/Parties:** The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))