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11 *Attorneys for Plaintiffs*

12 **UNITED STATES DISTRICT COURT**
 13 **NORTHERN DISTRICT OF CALIFORNIA – SAN FRANCISCO**

14 MARY QUACKENBUSH, GHERI
 15 SUELEN, ANNE PELLETTIERI,
 16 MARISSA FEENEY and CARYN
 PRASSE, Individually and On Behalf of
 All Others Similarly Situated,

17 Plaintiffs,

18 v.

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

22 Defendants.

Case No. 3:20-cv-05599-JCS

**FIRST AMENDED CLASS ACTION
 COMPLAINT FOR:**

- (1) Violations of California Consumers Legal Remedies Act (Cal. Civ. Code § 1750, *et seq.*);
- (2) Violations of Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, *et. seq.*);
- (3) Breach of Implied Warranty Pursuant to California Song-Beverly Consumer Warranty Act (Cal. Civ. Code §§ 1792 and 1791.1, *et seq.*) and Cal. Comm. Code § 2314;
- (4) Violations of Illinois Consumer Fraud and Deceptive Business Practices Act (815 ILCS 505/1 *et seq.*);
- (5) Breach of Implied Warranty (810 Ill. Comp. Stat. § 5/2-314);
- (6) Violations of Virginia’s Consumer Protection Act (VA Code. Ann. Section 59.1-196);
- (7) Breach of Implied Warranty (Va. Code Ann. § 8.2-314); and
- (8) Fraudulent Omission.

DEMAND FOR JURY TRIAL

1 **I. INTRODUCTION**

2 1. Plaintiffs Mary Quackenbush, Gheri Suelen, Anne Pellettieri, Marissa Feeney
3 and Caryn Prasse (“Plaintiffs”) bring this action individually and on behalf of all similarly
4 situated persons in the United States (“Class Members”) who purchased or leased any 2012-
5 2016 Honda CR-V vehicle, 2012-2016 Honda Accord vehicle or 2012-2015 Honda Crosstour
6 vehicle (collectively, the “Class Vehicles”) that were designed, manufactured, distributed,
7 marketed, sold, and leased by Defendants American Honda Motor Company, Inc. and Honda
8 Motor Company, Ltd. (“Defendants” or “Honda”). Plaintiffs allege as follows upon personal
9 knowledge as to themselves and their experience, and as to all other matters, upon information
10 and belief, including investigation conducted by their attorneys.

11 2. Beginning in 2011, if not before, Defendants knew that the Class Vehicles
12 contain one or more defects in their Variable Timing Control (“VTC”) Actuator that can cause
13 internal engine damage, including, *inter alia*, the stretching of the vehicle’s timing chain, and
14 can lead to catastrophic engine failure (“VTC Defect”). The VTC Defect often causes Class
15 Vehicles to emit a grinding and/or rattling noise at start-up. Quite astoundingly, Honda has
16 expressly acknowledged in multiple Technical Service Bulletins (“TSBs”) that the Class
17 Vehicles’ VTC Actuators are defective, but, in an egregious violation of its duties under the
18 law, has continued to use the defective component.

19 3. The VTC Defect presents an extreme and unreasonable safety hazard to
20 drivers, passengers and pedestrians because it can cause the Class Vehicles’ engines to fail,
21 which, in turn, can lead to accidents and/or the stranding of the Class Vehicles in unsafe
22 locations.

23 4. One vehicle owner complained to the National Highway Traffic Safety
24 Administration (“NHTSA”) as follows:¹

25
26
27 _____
28 ¹ Spelling and grammatical errors in consumer complaints reproduced herein remain as found in the original.

1 NHTSA ID No. 11281898 (November 18, 2019): VEHICLE MADE
2 GRINDING NOISE UPON START-UP OVER SEVERAL MONTHS.
3 HONDA CLAIMED IT IS NOT DAMAGING THE ENGINE AND THERE IS
4 NO FIX. ENGINE CONTINUED TO GRIND AND MY CAR BEGAN
5 HAVING OIL PROBLEMS. HONDA STILL SAID THERE WAS NO ISSUE
6 AND THEY WERE NOT RELATED. CAR CONTINUED GRINDING
7 UNTIL THIS WEEK WHEN ALL LIGHTS ON THE DASHBOARD LIT UP.
8 I TOOK MY HONDA AND WAS TOLD THE TIMING CHAIN IS
9 STRETCHED AND IT NEEDS ANOTHER VTC ACTUATOR
10 REPLACEMENT (THIS WAS FIXED UNDER WARRANTY THREE
11 YEARS AGO). THE CAR COULD HAVE STALLED WHILE DRIVING.
12 THIS IS A KNOWN ISSUE THAT HONDA IS REFUSING TO
13 ACKNOWLEDGE OR RECALL IN HONDA CR-V'S. THEY CHARGED ME
14 \$1800 TO FIX AN ISSUE KNOWN TO THEM. THIS COULD HAVE
15 RESULTED IN BODILY INJURY TO MYSELF OR OTHERS IF THE CAR
16 HAD STALLED WHILE DRIVING. HONDA SHOULD TAKE
17 RESPONSIBILITY FOR THEIR FAULTY ENGINES. THERE ARE
18 MULTIPLE COMPLAINTS ON THIS SAME ISSUE.

11 5. The following discussion was recorded on a Honda forum:

12
13 2013 Honda CRV Owner:

14 I too continue with the VTC Actuator struggle. I performed the VTC
15 replacement procedure, and even replaced the timing chain + guides while I
16 was at it. The VTC Actuator grinding stresses the chain. When I removed the
17 old chain, it was an entire link longer than the new. Anyways, I replaced
18 everything with the updated 14310-R5A-305 part at 104,598 miles in October
19 2017. Now in Jan 2019 with 125k miles it is grinding again on cold start-up...

18 Response:

19 I had the same thing had mine replaced plus timing chain and same issue as
20 you with the extra link. My mechanic got it fixed and for about 40k Miles it
21 was fine but now the grinding has started again every time I crank the car and
22 it sounds louder than the first time...

21 <https://www.crvownersclub.com/threads/vtc-actuator-recall.165378/>

22 6. The following complaints were posted on the website carcomplaints.com
23 relative to the 2014 CR-V:

24 #103

25 CRV was rattling for about a week. Started only in the morning in the cold and
26 progressively got worse. We were supposed to take the car in to the mechanic
27 the next day but as my wife was driving on the highway the car completely
28 shut off. We had it towed to the mechanic and he said it's engine failure and
had no oil. We had no oil light come on and we get routine oil changes. Called
Honda to see if there was a recall and they said no and offered no help. Now
I'm stuck with a worthless 5 yr old car that I still owe money on. There are so

1 many complaints about this why hasn't a recall been issued" why is nobody
investigating this???"

2 #118

3 Vehicle made grinding noise upon start-up over several months. Honda
4 claimed it is not damaging the engine and there is no fix. Engine continued to
5 grind and my car began having oil problems. Honda still said there was no
6 issue and they were not related. Car continued grinding until this week when
7 all lights on the dashboard lit up. I took my Honda and was told the timing
8 chain is stretched and it needs another vtc actuator replacement (this was fixed
9 under warranty three years ago). The car could have stalled while driving. This
is a known issue that Honda is refusing to acknowledge or recall in Honda CR-
V's. they charged me \$1800 to fix an issue known to them. This could have
resulted in bodily injury to myself or others if the car had stalled while driving.
Honda should take responsibility for their faulty engines. There are multiple
complaints on this same issue.

10 <https://www.carcomplaints.com/Honda/CR-V/2014/engine/engine.shtml>

11 7. The following complaints were posted on Edmunds.com related to the CR-V:

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

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

28 **BC (December 20, 2019):** Like so many other owners, the VTC actuator failed.
Started by making the horrible grinding noise only on cold days, but over time
it was happening every time I started the car. I had two dealerships try to
convince me that it was only a noise issue (likely a lie Honda tells their dealers
to say so they don't have to cover it). I had it replaced anyways and they found
that my timing chain had stretched. Great way to spend \$1400. Now I have an
AWD issue that again is a solenoid problem. The idea that Honda's are reliable
is a perpetuated myth (CR list has them ranked 12th). One dealership told me

1 this was a bad engine design, probably one of Honda's worst. I'd stay away from
2 this model year and just keep in mind that when you buy a Honda you're buying
3 a middle of the road vehicle in terms of reliability. On the plus side the interior
4 is nice and the ride is smooth (as long as you get the transmission shudder fixed).

5 **ckholmvik@gmail.com (November 1, 2015):** I bought my Honda CRV in mid-
6 2013. By the time the car was 1 year old, with 10,000 miles, there was a grinding
7 noise when I would start the car. The grinding noise lasts about 2 seconds. It has
8 been into a Honda dealership several times. I was told Honda is working on a
9 "fix" and that the problem would be addressed when the engineering department
10 had the issue figured out. One year later (but still under warranty), the grinding
11 noise is louder and longer than before, and happens almost every time I start the
12 car. Upon doing some research, I learned that Honda has been installing the
13 defective VTC actuator since 2008, in Accords. The defective actuator was also
14 installed in 2012-2014 CRV's. It appears that Honda continued to use the
15 defective actuator since 2008, yet customers are being told that a "fix" is in the
16 works, 7 years later. American Honda has advised Honda service departments
17 to not replace the actuator as it is likely that the replacement actuator will present
18 the same grinding noise. A regional case manager also assured me that a "fix"
19 was in the works but did not comment when I pointed out that Honda continued
20 to use a defective part from 2008-2014. Honda repeatedly emphasizes that this
21 is not a safety or performance issue, to which I have replied that is likely the
22 reason it has been 7 years with no fix -- it is a low priority and Honda chooses
23 to direct its engineering resources elsewhere. Dealerships will not do anything
24 as American Honda will not allow replacements to be made. This is my last
25 Honda. Their way of doing business is horrendous. What I have now is a vehicle
26 that definitely attracts attention (but not in a good way) when it is started as
27 everyone in the vicinity gets to enjoy the grinding sound of metal-on-metal.

18 8. Plaintiffs are informed and believe, and based thereon allege, that Defendants
19 knew the Class Vehicles were defective and not fit for their intended purpose of providing
20 consumers with safe and reliable transportation at the time of the sale and thereafter.
21 Defendants have actively concealed the true nature and extent of the VTC Defect from
22 Plaintiffs and the other Class Members, and failed to disclose it to them, at the time of
23 purchase or lease and thereafter. Had Plaintiffs and prospective Class Members known about
24 the VTC Defect, they would not have purchased the Class Vehicles or would have paid less
25 for them.

26 9. Plaintiffs are informed and believe, and based thereon allege, that despite
27 notice of the VTC Defect from, among other things, pre-production testing, numerous
28 consumer complaints, warranty data, and dealership repair orders, Defendants have not

1 recalled the Class Vehicles to repair the Defect, have not offered its customers a suitable
2 repair or replacement free of charge, and have not offered to reimburse all Class Vehicle
3 owners and leaseholders the costs they have incurred relating to diagnosing and repairing the
4 VTC Defect.

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

11 II. PARTIES

12 A. Plaintiffs

13 1. Mary Quackenbush

14 11. Plaintiff Mary Quackenbush is a California citizen who lives in Santa Maria,
15 California. Ms. Quackenbush purchased a new 2012 Honda CR-V from Barber Honda in
16 Bakersfield, California, in or about February of 2012. Prior to purchase, Ms. Quackenbush
17 spoke with the dealer sales representative about the vehicle, inspected the "Monroney" sticker
18 posted on the side of the vehicle and test drove the vehicle. Ms. Quackenbush was never
19 informed by the dealer sales representative that her vehicle suffered from the VTC Defect and
20 relied upon this fact in purchasing her vehicle. Had Ms. Quackenbush been informed that her
21 vehicle suffered from the VTC Defect, she would not have purchased it. Ms. Quackenbush
22 purchased her vehicle for personal, family or household purposes. Ms. Quackenbush's vehicle
23 was designed, manufactured, sold, distributed, advertised, marketed and warranted by Honda.

24 12. In or around the beginning of 2020, Ms. Quackenbush's vehicle exhibited the
25 tell-tale symptom of VTC Defect: a loud rattling noise on start-up, particularly in cold weather.
26 Ms. Quackenbush described the problem to Honda of Santa Maria and was informed that the
27 condition was the result of a failing VTC Actuator. On or about March 6, 2020, at the
28

1 recommendation of Honda of Santa Maria, Ms. Quackenbush paid \$788.23 out-of-pocket to
2 have her vehicle's VTC Actuator and related components replaced.

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

5 **2. Plaintiff Gheri Suelen**

6 14. Plaintiff Gheri Suelen is a California citizen who lives in Richmond,
7 California. Ms. Suelen purchased a new 2015 Honda CR-V from Berkeley Honda Autocenter
8 in Berkeley, California, in or about August 2015. Prior to purchase, Ms. Suelen spoke with
9 the dealer sales representative about the vehicle, inspected the "Monroney" sticker posted on
10 the side of the vehicle and test drove the vehicle. Ms. Suelen was never informed by the
11 dealer sales representative that her vehicle suffered from the VTC Defect and relied upon this
12 fact in purchasing her vehicle. Had Ms. Suelen been informed that her vehicle suffered from
13 the VTC Defect, she would not have purchased it. Ms. Suelen purchased her vehicle for
14 personal, family or household purposes. Ms. Suelen's vehicle was designed, manufactured,
15 sold, distributed, advertised, marketed and warranted by Honda

16 15. Ms. Suelen's vehicle also exhibits the tell-tale symptom of VTC Defect: a loud
17 rattling noise on start-up, particularly in cold weather. This sound is a symptom of the VTC
18 Defect which will ultimately result in damage to internal engine components of Ms. Suelen's
19 vehicle. Ms. Suelen has regularly taken her vehicle to Berkeley Honda Autocenter for routine
20 maintenance and upkeep but the service representatives at the dealership have never informed
21 Ms. Suelen of the VTC Defect or attempted to remedy the Defect. On information and belief,
22 this is because Honda has a practice and policy of denying and concealing the VTC Defect to
23 limit its exposure. To this day, Ms. Suelen's vehicle continues to experience the VTC Defect.

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

26 **3. Anne Pellettieri**

27 17. Plaintiff Anne Pellettieri is an Illinois citizen who lives in Wheeling, Illinois.
28

1 Ms. Pellettieri purchased a new 2014 Honda CR-V from Honda on Grand in Elmhurst, Illinois
2 in about August 2014. Prior to purchase, Ms. Pellettieri researched the 2014 CR-V on the
3 Internet, including on Honda's website. Prior to purchase, Ms. Pellettieri also spoke with the
4 dealer sales representative about the vehicle, inspected the Monroney sticker posted on the
5 side of the vehicle and test drove an example 2014 CR-V vehicle. Ms. Pellettieri was never
6 informed by the dealer sales representative that her vehicle suffered from the VTC Defect
7 and relied upon this fact in purchasing her vehicle. Had Ms. Pellettieri been informed that
8 her vehicle suffered from the VTC Defect, she would not have purchased it. Ms. Pellettieri
9 purchased her vehicle for personal, family or household purposes. Ms. Pellettieri's vehicle
10 was designed, manufactured, sold, distributed, advertised, marketed and warranted by Honda.

11 18. At some point approximately three to four years after purchasing her vehicle,
12 Ms. Pellettieri began to experience the VTC Defect and continues to experience it to this day.
13 When Ms. Pellettieri starts her vehicle the engine emits a loud rattling noise for about 2-3
14 seconds for no apparent reason. This noise occurs regardless of the outside temperature and
15 is loud enough to be heard inside her home when the vehicle was parked on the driveway.

16 19. Ms. Pellettieri's father, acting on Ms. Pellettieri's behalf, called the service
17 departments of approximately three to four Honda dealers and explained the issues that Ms.
18 Pellettieri was experiencing. Mr. Pellettieri was told that the issue is the VTC Actuator but
19 that replacement would not resolve the problem.

20 20. In about July 2020 Mr. Pellettieri read online that it might be possible to have
21 the issue resolved for free and raised the issue with a local Honda dealer, but was told to
22 contact Honda directly. Mr. Pellettieri opened a case with Honda and was told the problem
23 would not be covered. Mr. Pellettieri opened a second case with Honda in about October
24 2020 and again inquired as to whether a repair could be performed free of charge, and was
25 again told that the issue was not covered and that the vehicle would have to be brought to a
26 Honda dealer and diagnosed at a cost of \$160. Lacking any faith that Honda would actually
27 fix the problem were the vehicle serviced, and in light of the fact that Ms. Pellettieri's vehicle
28

1 was out of warranty, Ms. Pellettieri took no action.

2 21. During his conversations with Honda's dealers and customer service
3 representatives, Mr. Pellettieri was provided with conflicting information. On the one hand,
4 at least one dealer stated that if the issue was not fixed it could damage internal timing
5 components and lead to engine problems. On the other hand, at least one other dealer and
6 one of Honda's customer service representatives claimed that the problem was just a noise
7 and not to worry about it.

8 22. At all times, Ms. Pellettieri has driven her vehicle in a foreseeable manner and
9 in the manner in which it was intended to be used.

10 **4. Marissa Feeney**

11 23. Plaintiff Marissa Feeney is an Illinois citizen who lives in Vandalia,
12 Illinois. Ms. Feeney and her mother purchased a used 2014 Honda CR-V from Serra Honda
13 O'Fallon, in O'Fallon, Illinois (formerly Meyer Honda) in or about October of 2019. Prior
14 to purchase, the Feeneys spoke with the dealer sales representative about the vehicle,
15 inspected the sticker posted on the side of the vehicle, and test drove the vehicle. The Feeneys
16 were never informed by the dealer sales representative that the vehicle suffered from the VTC
17 Defect and relied upon this fact in purchasing the vehicle. Had the Feeneys been informed
18 that the vehicle suffered from the VTC Defect, they would not have purchased it. The vehicle
19 was purchased for Ms. Feeney's personal, family, or household purposes. Ms. Feeney's
20 vehicle was designed, manufactured, sold, distributed, advertised, marketed, and warranted
21 by Honda.

22 24. Within a few months of purchasing her vehicle, Ms. Feeney's vehicle began
23 to experience the VTC Defect, emitting a loud grinding noise on initial start-up in cold
24 weather for no apparent reason. Over time the problem worsened and occurred on initial
25 start-up in all weather. In addition, the vehicle began to feel sluggish when she drove it. On
26 or about September 8, 2020, Ms. Feeney took her vehicle to Serra Honda O'Fallon and
27 complained of the problems she was experiencing. A Honda technician at the dealership
28

1 “Googled” the problem and found a video of another Honda vehicle making the same rattling
2 noise. Ms. Feeney confirmed that the noise in the video was the same one her vehicle had
3 been exhibiting. The Honda technician admitted that Honda knows about the VTC Defect,
4 but that there was no recall to address it and that she would need to pay out-of-pocket to
5 replace her VTC Actuator. The technician advised Ms. Feeney to contact Honda corporate
6 directly.

7 25. Following this visit to the Honda dealership, Ms. Feeney and her husband
8 called and left a message with Honda’s corporate offices, but to this day their call has not
9 been returned. The same day, Ms. Feeney authorized Serra Honda O’Fallon to replace the
10 VTC Actuator and subsequently paid \$674.27 out-of-pocket for the repair. On information
11 and belief, the replacement actuator suffers from the same defect.

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

14 **5. Caryn Prasse**

15 27. Plaintiff Caryn Prasse is a Virginia citizen who lives in Fredericksburg,
16 Virginia. Ms. Prasse purchased a used 2014 Honda CR-V from Brown’s Manassas Hyundai
17 in Manassas, Virginia (“Manassas Hyundai”), in or about July of 2019. Prior to purchase,
18 Ms. Prasse extensively researched the CR-V and its specifications (i.e., features, engine,
19 powertrain) on the Internet including on Honda’s website. Ms. Prasse also went to multiple
20 Honda dealerships including Pohanka Honda in Fredericksburg Virginia, where she test drove
21 several example 2014 CR-V vehicles and spoke with a salesperson by the name of Perlita
22 Roberts about them. Prior to purchasing her vehicle, Ms. Prasse also spoke with the Manassas
23 Hyundai dealer sales representative about the vehicle, inspected the sticker posted on the side
24 of the vehicle and test drove the vehicle. Ms. Prasse was never informed by any of the Honda
25 sales representatives that she spoke with, by Manassas Hyundai, or by the Honda website that
26 her vehicle suffered from the VTC Defect and relied upon this fact in purchasing her vehicle.
27 Had Ms. Prasse been informed that her vehicle suffered from the VTC Defect, she would not
28

1 have purchased it. Ms. Prasse purchased her vehicle for personal, family or household
2 purposes. Ms. Prasse's vehicle was designed, manufactured, sold, distributed, advertised,
3 marketed and warranted by Honda.

4 28. Toward the end of 2019, Ms. Prasse's vehicle began to experience the VTC
5 Defect, it frequently emitted a loud rattling noise for several seconds when she started it for
6 no apparent reason. In or about January of 2020, Ms. Prasse took her vehicle into Pohonka
7 Honda and complained of the problems she was experiencing. At the service representative's
8 recommendation Ms. Prasse paid \$922.55 out-of-pocket to have her VTC Actuator,
9 Serpentine Belt, and Alternator Belt replaced.

10 29. At all times, Ms. Prasse has driven her vehicle in a foreseeable manner and in
11 the manner in which it was intended to be used.

12 **B. Defendants**

13 30. Defendant, American Honda Motor Company, Inc. is a California corporation
14 with its principal place of business located at 1919 Torrance Blvd., Torrance, CA 90501 and
15 doing business in California and throughout the United States.

16 31. Defendant Honda Motor Co., Ltd., is a Japanese corporation with its principal
17 place of business in Tokyo, Japan and the parent company of American Honda Motor
18 Company, Inc.

19 32. Defendants are responsible for the design, manufacture, distribution,
20 marketing, sale and lease of the Class Vehicles.

21 33. Whenever, in this Complaint, reference is made to any act, deed or conduct of
22 Defendants, the allegation means that Defendants engaged in the act, deed, or conduct by or
23 through one or more of their officers, directors, agents, employees or representatives who
24 was actively engaged in the management, direction, control, or transaction of the ordinary
25 business and affairs of the Defendants.

26 **III. JURISDICTION**

27 34. This is a class action.

28

1 open valve. This is called the intake stroke. Once the piston starts to rise, the intake valve
2 closes and the air and fuel mixture is compressed to a very small volume, which creates high
3 pressure and temperature. This is called the compression stroke. Around the time the piston
4 reaches the point of maximum compression, a spark plug creates a strong spark, ignites the
5 air and fuel, creating a small explosion that propels the piston back down. This is called the
6 power stroke. Finally, as the piston rises, the exhaust valve is pushed open so the burnt fuel
7 and air can be pushed out of the engine. This is called the exhaust stroke.

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

15 41. The VTC Actuator is the timing chain sprocket on the camshaft. In contrast
16 to a typical sprocket that would necessarily turn the camshaft in unison with the crankshaft,
17 the VTC Actuator adjusts the rotational position of the camshaft relative to the timing chain,
18 crankshaft and pistons. It causes the camshaft (and thereby the intake valves) to “advance”,
19 or get a little bit ahead of the pistons when the engine is running faster and more power is
20 required. It also allows the camshaft to lag behind the pistons, or “retard” as the engine is
21 slowing down and under little or no load. The VTC Actuator is able to do this because it is
22 comprised of an inner section and an outer section that move relative to one another based on
23 oil pressure provided by the engine, enabling it to constantly adjust the rotation of the
24 camshaft. When the engine is turned off oil pressure rapidly drops to zero and the VTC
25 Actuator is designed to “lock”, meaning that the variable function is temporarily disabled and
26 the VTC Actuator essentially behaves like a regular solid sprocket. This is done because as
27 the engine starts, it takes a few seconds to build up oil pressure in the engine so that the VTC
28

1 Actuator can properly function.

2 42. As a result of the VTC Defect, the Class Vehicles' VTC Actuators routinely
3 malfunction for several seconds upon initial start-up while oil pressure is building up in the
4 engine. This, in turn, causes the timing chain to tighten and slacken repeatedly when the
5 vehicle is turned on, with the chain impacting the teeth of the camshaft sprocket (i.e., the
6 VTC Actuator), crank sprocket, and "slapping" the polymer timing chain guides as it rattles
7 around. On information and belief, this timing chain rattle is the sound heard by Plaintiffs
8 and Class Members. Whenever timing chain rattle occurs, all of these components, including
9 the timing chain itself, are being subjected to impact loads for which they were not designed.
10 After repeated exposure to these impact loads, the timing chain will stretch as the links and
11 pins are worn and deformed, the polymer guides will wear, which increases the slack of the
12 timing chain and lowers the spring force of the guides against the chain. If the timing chain
13 fails, the intake valves stop moving while the engine is turning, and the intake valves will
14 collide with the pistons, destroying the engine and bringing the car to an instant stop. If part
15 of a timing chain guide fails, like the polymer portion separating from the steel backing frame,
16 the chain can "jump-time", which can also cause a collision of the intake valves and pistons
17 with the same instantly fatal result. On information and belief, it is because of these serious
18 consequences that Honda dealers routinely recommend costly replacement of malfunctioning
19 VTC Actuators.

20 43. On information and belief, the VTC Actuator in all Class Vehicles over time
21 has been the same or substantially similar and, as a result, prone to failure in the same
22 manner. Over time from about 2007 through at least 2016, the VTC Actuator has consisted
23 of a special two-piece sprocket with inner and outer sections that move relative to each other
24 to adjust the rotational position of the camshaft. Over time from about 2007 through at least
25 2016, the VTC Actuator has employed the same basic design that relies upon a spring
26 powered pin locking mechanism to disable the variable function when the engine is turned
27 off and oil pressure goes to zero. Honda repeatedly acknowledged it did not have a solution
28

1 for the VTC Defect, but continued to employ the same basic design throughout the Class
2 Period, and not surprisingly the Class Vehicles have continued to experience the Defect in
3 the same way throughout the Class Period.

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

5 44. Upon information and belief, Honda has sold, directly or indirectly through
6 dealers and other retail outlets, many thousands of Class Vehicles in California and the United
7 States.

8 45. Plaintiffs are informed and believe, and based thereon allege, that Honda
9 became aware of the VTC Defect through sources not available to Plaintiffs and Class
10 Members, including, but not limited to: pre-production testing, pre-production design failure
11 mode and analysis data, production design failure mode and analysis data, early consumer
12 complaints made exclusively to Honda's network of dealers and directly to Honda, aggregate
13 warranty data compiled from Honda's network of dealers, testing conducted by Honda in
14 response to consumer complaints, and repair order and parts data received by Honda from
15 Honda's network of dealers.

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

25 47. An adequate pre-release analysis of the design, manufacturing, engineering
26 and testing of the VTC Actuator used for the Class Vehicles would have revealed to Honda
27 that the Class Vehicles' VTC Actuator does not operate properly and is not fit for its intended
28

1 use. Thus, during the pre-release design stage of the Class Vehicles, Honda would have
2 known that the VTC Actuator in the Class Vehicles was defective and would pose a safety
3 risk to owners/lessees and the motoring public.

4 48. Upon information and belief, Honda also would have known about the VTC
5 Defect because of the higher than expected number of warranty repairs attempted and
6 replacement components ordered from Honda, which should have alerted Honda that the VTC
7 Actuator was defective. Upon information and belief, Honda service centers use Honda
8 replacement parts that they order directly from Honda, and all warranty repair attempts are
9 logged into a centralized database to which Honda has access. Therefore, Honda would have
10 detailed and accurate data regarding the number and frequency of replacement part orders
11 and warranty repair attempts. The ongoing high number of warranty repair attempts and sales
12 of replacement parts was known to Honda and would have alerted Honda that its VTC
13 Actuator was defective and posed a safety risk early on.

14 49. Upon information and belief, Honda also knew about the VTC Defect because
15 of numerous consumer complaints regarding grinding and/or rattling noises as well as the
16 Class Vehicles stalling and or losing power that were made directly to Honda. The large
17 number of complaints, and the consistency of their descriptions of the grinding and/or rattling
18 noises, alerted Honda to this serious Defect affecting the Class Vehicles. The full universe
19 of complaints made directly to Honda about the VTC Defect is information presently in the
20 exclusive possession, custody and control of Honda and is not yet available to Plaintiff prior
21 to discovery. However, upon information and belief, many Class Vehicle owners complained
22 directly to Honda and Honda dealerships and service centers about the repeated VTC Actuator
23 problems their vehicles experienced.

24 50. A chain of TSBs quietly issued by Honda to its dealers evidences its early
25 knowledge of the VTC Defect as well as the continuing nature of the problem.

1 51. On October 21, 2011, Honda issued TSB10041669-7570 titled “Engine Rattles
2 at Cold Start-Up” applicable to 2008-2009 Honda Accord vehicles. This TSB states, in
3 pertinent part:

4 **SYMPTOM**

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

6 **PROBABLE CAUSE**

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

8 **CORRECTIVE ACTION**

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

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

12 52. The following year, Honda issued a second service bulletin further evidencing
13 its knowledge of the VTC Defect. This service bulletin titled “Engine Rattles at Cold Star-
14 Up” is applicable to certain 2008 through 2012 Accord and 2007 through 2012 CR-V vehicles
15 and states:

16 **SYMPTOM**

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

18 **PROBABLE CAUSE**

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

20 **CORRECTIVE ACTION**

21 Replace the VTC Actuator...

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

24 53. In or about November 2015 Honda released ServiceNews Article A15110E
25 Version 1 titled “Engine Rattle at Cold Start in Cold Weather” applicable to 2008-2012
26 Honda Accord vehicles, 2012-2015 Honda Crosstour vehicles and 2012-2014 Honda CR-V
27 vehicles. This document states that if the engine rattles at cold startup for 1 to 2 seconds when it’s
28 cold outside “Chances are the VTC Actuator is the culprit.” This document goes on to
caution, however, that “simply replacing the VTC Actuator using current parts stock **won’t**

1 work” and that it is expected counter measured parts will be available the next year. *Id.*
 2 (emphasis in original). A copy of this document is attached hereto as **Exhibit 4**.

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

6 **SYMPTOM**

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

9 **PROBABLE CAUSES**

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

11 **CORRECTIVE ACTION**

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

14 This TSB identifies the “Failed Part Number” as 14310-R44-A01. A copy of this TSB is
 15 attached hereto as **Exhibit 5**.

16 55. On or about January 2018 Honda released ServiceNews Article A1810F
 17 Version 1 titled “Engine Rattles at Startup” applicable to 2013-2016 Honda Accord vehicles
 18 and 2015-2016 Honda CR-V vehicles. This article advises that if the engine rattles at startup
 19 for about 1 to 3 seconds “What’s happening is the lock pin inside the VTC Actuator isn’t
 20 holding the actuator properly. This lets the vane turn within the housing, causing a short
 21 rattle at startup.” Like Honda’s previous Service News Article, this article cautions there are
 22 no countermeasures “so **do not** replace the VTC Actuator at this time. It’s very unlikely that
 23 doing so will fix this concern.” *Id.* (emphasis in original). A copy of this document is
 24 attached hereto as **Exhibit 6**.

25 56. On information and belief, all Class Vehicles suffer from the same Defect
 26 which is evidenced by the above history as well as the consumer complaints, and which has
 27 persisted through the class period because Honda reused the same or substantially similar
 28 VTC Actuator part though it knew it was defective and would fail. Notwithstanding its

1 knowledge of the VTC Defect, Honda has actively concealed the Defect from the public at
2 large and failed to provide a remedy for the Defect to date.

3 **C. Example Consumer Complaints**

4 57. Hundreds, if not thousands, of purchasers and lessees of the Class Vehicles
5 have experienced the VTC Defect.

6 58. The following example complaints filed by consumers with the NHTSA and
7 posted on the Internet, which on information and belief Honda actively monitored during the
8 relevant period, demonstrate that the VTC Defect is widespread and dangerous:

- 9
- 10 • **NHTSA ID No. 11281898 (November 18, 2019):** VEHICLE MADE GRINDING
11 NOISE UPON START-UP OVER SEVERAL MONTHS. HONDA CLAIMED IT IS
12 NOT DAMAGING THE ENGINE AND THERE IS NO FIX. ENGINE CONTINUED
13 TO GRIND AND MY CAR BEGAN HAVING OIL PROBLEMS. HONDA STILL
14 SAID THERE WAS NO ISSUE AND THEY WERE NOT RELATED. CAR
15 CONTINUED GRINDING UNTIL THIS WEEK WHEN ALL LIGHTS ON THE
16 DASHBOARD LIT UP. I TOOK MY HONDA AND WAS TOLD THE TIMING
17 CHAIN IS STRETCHED AND IT NEEDS ANOTHER VTC ACTUATOR
18 REPLACEMENT (THIS WAS FIXED UNDER WARRANTY THREE YEARS
19 AGO). THE CAR COULD HAVE STALLED WHILE DRIVING. THIS IS A
20 KNOWN ISSUE THAT HONDA IS REFUSING TO ACKNOWLEDGE OR
21 RECALL IN HONDA CR-V'S. THEY CHARGED ME \$1800 TO FIX AN ISSUE
22 KNOWN TO THEM. THIS COULD HAVE RESULTED IN BODILY INJURY TO
23 MYSELF OR OTHERS IF THE CAR HAD STALLED WHILE DRIVING. HONDA
24 SHOULD TAKE RESPONSIBILITY FOR THEIR FAULTY ENGINES. THERE
25 ARE MULTIPLE COMPLAINTS ON THIS SAME ISSUE.
 - 26 • **NHTSA ID No. 10564788 (July 8, 2013):** TL- THE CONTACT OWNS A 2012
27 HONDA CR-V. THE CONTACT STATED THAT WHILE STARTING THE
28 VEHICLE AFTER BEING IDLE FOR AN EXTENDED TIME, THE CONTACT
HEARD A RATTLING NOISE FROM THE ENGINE. THE VEHICLE WAS
TAKEN FOR DIAGNOSIS WHERE THE CONTACT WAS ADVISED THAT THE
VTC ACTUATOR WOULD NEED TO BE REPLACED. THE VEHICLE WAS
REPAIRED HOWEVER, THE FAILURE RECURRED. THE VEHICLE WAS
TAKEN BACK TO THE DEALER SEVERAL TIMES. THE DEALER WAS
UNABLE TO DUPLICATE THE FAILURE BUT DID STATE THAT THE
VEHICLE WAS CONSUMING MORE THAN 2.5 QUARTS OF ENGINE OIL
WITHIN A 15 DAY SPAN. THE MANUFACTURE WAS CONTACTED AND
STATED THAT THEY WOULD FURTHER INVESTIGATE THE FAILURE. THE
APPROXIMATE FAILURE MILEAGE WAS 20,000. THE CURRENT MILEAGE
WAS 26,492. KMJ

- 1 • **NHTSA ID No. 10731929 (July 5, 2015):** LOUD METALLIC RATTLE NOISE ON
2 COLD START-UP. HONDA DEALER FOUND HONDA SERVICE BULLETIN 09-
010 ISSUED, BUT NO FIX FOR THIS PROBLEM HAS BEEN ISSUED TO DATE.

- 3 • **NHTSA ID No. 10748059 (August 12, 2015):** TL* THE CONTACT OWNS A 2012
4 HONDA CR-V. WHEN THE VEHICLE WAS STARTED, A LOUD GRINDING
5 SOUND EMITTED FROM THE FRONT OF THE VEHICLE. THE FAILURE
6 RECURRED EACH TIME THE VEHICLE WAS STARTED IF IT HAD BEEN
7 PARKED FOR OVER FOUR HOURS. THE VEHICLE WAS TAKEN TO THE
8 DEALER. THE TECHNICIAN STATED THAT THEY WERE AWARE OF THE
9 FAILURE AND THE CONTACT WOULD BE PLACED ON A WAITING LIST.
THE CONTACT STATED THAT THE VTC ACTUATOR WAS FAULTY AND
NEEDED TO BE REPLACED. THE MANUFACTURER WAS MADE AWARE OF
THE FAILURE. THE APPROXIMATE FAILURE MILEAGE WAS 43,000.

- 10 • **NHTSA ID No. 10758990 (August 24, 2015):** COLD START OF ENGINE CAUSES
11 LOUD GRINDING NOISE ONLY 2 AND A HALF YEARS OF OWNERSHIP
50,000 MILES
12 LOOKING ONLINE IT IS NOT A UNIQUE PROBLEM AND IS AN ENGINE
13 DESIGN FLAW. HONDA ONLY SAYS IT'S WORKING ON THE PROBLEM BUT
DOESN'T HAVE A FIX YET. THEY SAY THE OFFICIAL PROBLEM IS THAT
14 THE VTEC ACTUATOR IS DEFECTIVE.
GIVEN THE NUMBER OF POSTS ASKING ABOUT THIS PROBLEM I WOULD
15 ASSUME THE COMPANY WOULD WORK ON IT ESPECIALLY IF IT IS A
PROBLEM WITH THE ENGINE.

- 16 • **NHTSA ID No. 10764021 (September 15, 2015):** LOUD NOISE ON START-UP
17 ALL THE TIME (DOESN'T MATTER IF COLD OR HOT). TOOK TO DEALER,
18 PEORIA, IL - 12/30/2014 SUSPECTED VTC ACTUATOR. DEALER SAID COULD
NOT DUPLICATE, AFTER I EVEN RECORDED THE NOISE. BROUGHT BACK
19 IN APRIL 2015, INSISTED THEY LISTEN WHILE I WAS THERE. DIAGNOSED
VTC ACTUATOR. SAID HONDA HAD A TECH BULLETIN, SAID THEY KNOW
20 ABOUT THE PROBLEM BUT WILL NOT ALLOW DEALER TO FIX IT. TOLD
TO CHECK BACK AGAIN SOON. I CHECKED BACK OVER SEVERAL
21 MONTHS. SAME ANSWER. THERE IS NO FIX, HONDA KNOWS ABOUT THE
22 PROBLEM. HOW CAN A MANUFACTURER KNOW THERE IS A PROBLEM,
AND SAY THEY CAN'T FIX IT. I CAN'T RESALE THE VEHICLE WITH THIS
23 NOISE. THE NOISE IS VERY LOUD AND EMBARRASSING ON EVERY START
UP. DEALER REFUSES TO FIX OR PROVIDE ANY SOLUTION. THIS SEEMS
24 TO BE A PROBLEM WITH DIFFERENT HONDA VEHICLES, AND
25 CONSUMERS CAN'T GET THE PROBLEM FIXED.

- 26 • **NHTSA ID No. 10773718 (June 10, 2015):** PURCHASED A HONDA CRV 2012
27 FROM A DEALERSHIP BUT THEY BROUGHT THE CAR TO ME FOR A TEST
DRIVE WHICH RESULTED IN MY NOT HEARING THE GRINDING NOISE ON
28

1 STARTUP. THE ENGINE MAKES A GRINDING SOUND EVERY TIME YOU
2 START IT (COLD STARTS...WHEN I START IT IN THE MORNING IT MAKES
3 THE SOUND AND IF I START IT WITHIN 15-20 MINUTES AFTER THE INITIAL
4 START IT IS MUCH MILDER OF A NOISE.) THE HONDA MECHANIC SAID
5 THEY COULD NOT FIX IT (STILL UNDER WARRANTY AT THE TIME)
6 BECAUSE HONDA HAS NOT DONE A "SOFTWARE UPDATE." I NOW SEE,
7 AFTER RESEARCHING THE ISSUE, THAT THIS IS AN ONGOING PROBLEM
8 WITH HONDA CRV'S THAT HAS NOT BEEN RECTIFIED.

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

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

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

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

- 34 • **NHTSA ID No. 10807199 (November 27, 2015):** STARTING CAR SOUND IS A
35 GRINDING SOUND. TENDS TO HAPPEN IN THE MORNING WHEN I FIRST
36 START IT UP FOR THE DAY. I THINK HONDA SHOULD REPLACE THE CAM
37 ACTUATOR GEAR ASSEMBLY. WHAT ELSE IS GETTING RUINED ON MY
38 CAR WHEN NO ACTION HAS BEEN TAKEN PLACE BY HONDA?

- 39 • **NHTSA ID No. 10816344 (December 27, 2015):** GRINDING/RATTLING ENGINE
40 NOISE ON FIRST START-UP ONLY. APPEARS TO BE THE VTC ACTUATOR

1 PROBLEM. HAPPENS ONLY IN COLD WEATHER. ALMOST BOUGHT A
2 TOYOTA RAV4 INSTEAD. MAYBE I SHOULD HAVE BOUGHT THE TOYOTA?

- 3
- 4 • **NHTSA ID No. 10822136 (November 5, 2015):** GRINDING NOISE OCCURS ON
5 1ST START UP WHEN CAR IS COLD AND OCCASIONALLY DURING THE
6 DAY. WE TOOK IT TO HONDA DEALERSHIP ON 11/5/2015 AND THEY SAY
7 IT IS THE VTC ACTUATOR AND NO REPAIRS WILL BE DONE AT THIS TIME.
8 WE TOOK IT TO PASADENA HONDA ON 1/25/16 AND THE SERVICE
9 MANAGER SAID THEY HONDA WOULD EMAIL US WHEN THEY HAD A FIX.
10 I CALLED HONDA CUSTOMER SERVICE AND FILED A COMPLAINT. THEY
11 SAID HONDA WAS WORKING ON A SECOND SOLUTION.THE NOISE
12 CONTINUES TO WORSEN. THEY SAID IT WASN'T A SAFETY ISSUE OR
13 WOULDN'T HURT THE ENGINE(?)
 - 14 • **NHTSA ID No. 10875675 (June 21, 2016):** A GRINDING NOISE OCCURS UPON
15 STARTING WHICH LASTS FOR A FEW SECONDS. I HAD ASKED ABOUT IT
16 ON MORE THAN ONE OCCASION WHEN BRINGING MY CAR TO THE
17 HONDA DEALERSHIP FOR SERVICE. A SERVICE MANAGER CAPTURED IT
18 ON VIDEO AND SAID THERE WAS NOT ANY EFFECT TO THE VEHICLE. MY
19 WARRANTY IS NOW EXPIRED AND I IMAGINE TRYING TO SELL THE
20 VEHICLE IN THE FUTURE WILL BE A PROBLEM WHEN SOMEONE HEARS
21 THAT NOISE.
 - 22 • **NHTSA ID No. 1 10971932 (February 5, 2017):** 012 HONDA CR-V VTC
23 ACTUATOR RECALL.....WHENEVER I START MY CAR I HEAR A GRINDING
24 NOISE WHICH I HAVE BEEN TOLD IS THE VTC ACTUATOR. THE NOISE IS
25 VERY ANNOYING IT MAKES LOUD LOUD NOISE EVERY TIME THE CAR IS
26 STARTED.
 - 27 • **NHTSA ID No. 11006517 (July 20, 2017):**THE ENGINE MAKES A RATTLING
28 NOISE WHEN THE CAR IS TURNED ON IN COLD WEATHER, USUALLY
WHEN IT IS FIRST TURNED ON IN THE MORNING. I LIVE ON THE GULF
COAST, SO IT REALLY DOESN'T EVEN GET THAT COLD DOWN HERE, BUT
I HAVE NOTICED THIS ON MULTIPLE "COLD" MORNINGS
(TEMPERATURES MAYBE IN THE 40S). I NOTICED SEVERAL OTHER
PEOPLE HAVE REPORTED THIS PROBLEM. I DON'T KNOW IF IT IS CAUSING
DAMAGE TO THE CAR, BUT IT DOES NOT SOUND GOOD.
 - **NHTSA ID No. 11015676 (July1 8, 2016):** ENGINE RATTLES ON COLD START.
TIES TO THEIR SERVICE BULLETIN 09-010 ISSUE. THIS WAS REPORTED TO
SUBURBAN HONDA NOVI 7/18/2016 WHEN CAR MILEAGE WAS 59716. CAR
WAS RETURNED INDICATING THIS ISSUE COULD NOT BE REPLICATED.
SERVICE BULETIN DATES BACK TO MARCH 17 2016. HOW DID SUBURBAN

1 HONDA NOT RECOGNIZE THIS AS THE ISSUE WHEN I FIRST REPORTED TO
 2 THEM ON 7/18/2016? TODAY 8/16/17 THIS ISSUE HAS COUMPONDED.
 3 EVERY TIME CAR IS STARTED AFTER KEPT IDLE OF MORE THAN AN
 4 HOUR THE RATTLE SOUND IS REAL LUD. LOCAL TECHNICIAN, PAUL'S
 AUTOMOTIVE SAID YESTERDAY, IT IS REAL IMPOARTANT IT BE LOOKED
 AT BY HONDA. SO TAKIN IT TO SUBURBAN HONDA TODAY 8/16/17.

- 5 • **NHTSA ID No. 11033242 (June 11, 2017):** EVERY TIME I START A CAR I HEAR
 6 A GRINDING SOUND THAT LASTS FOR 1-2 SECONDS AND THEN STOPS.
 7 THIS IS HOW IT SOUNDS LIKE:
 8 <HTTPS://WWW.YOUTUBE.COM/WATCH?V=KR20BAOXBO8>
 9 THIS HAPPENS TO HONDA CR-V'S AND ACCORDS WITH 2.4L 4 CYL.
 10 ENGINES. THE ISSUES KNOWN AS "VTC ACTUATOR ASSEMBLY" -
 11 [HTTPS://WWW-
 12 ODI.NHTSA.DOT.GOV/ACMS/CS/JAXRS/DOWNLOAD/DOC/UCM501009/SB-
 13 10041669-6712.PDF](HTTPS://WWW-ODI.NHTSA.DOT.GOV/ACMS/CS/JAXRS/DOWNLOAD/DOC/UCM501009/SB-10041669-6712.PDF)
 14 THIS IS A HUGE PROBLEM FOR VEHICLES ASSEMBLED BETWEEN 2010 -
 15 2016 AND IT SHOULD BE A RECALL TO FIX THE ISSUE. AS OF NOW HONDA
 16 IS NOT ADMITTING THAT THERE IS THE PROBLEM.
- 17 • **NHTSA ID No. 11040064 (October 26, 2017):** THE VTC IS MAKING A
 18 RATTLING NOISE ON A COLD START UP. THIS STARTED OUT OF
 19 NOWHERE AND HAS NOT GONE AWAY. MY CAR IS PARKED IN A GARAGE
 20 AT HOME AND IS PARKED OUTSIDE AT WORK BUT WILL DO THE SAME
 21 NO MATTER WHAT.
- 22 • **NHTSA ID No. 11089059 (April 20, 2018):** GRINDING NOISE UPON COLD
 23 START. THIS ISSUE STARTED AT LEAST TWO YEARS AGO. DID NOT
 24 HAPPEN ON EVERY START. ASKED DEALERSHIP WHAT IT MIGHT BE AND
 25 I WAS TOLD IT WAS NOTHING. OVER THE PAST YEAR, NOISE HAPPENS
 26 RELIGIOUSLY EVERY TIME THERE IS A COLD START. DEALERSHIP NOW
 27 SAYS IT'S THE VTC ACTUATOR AND I AM NOW PAST MY WARRANTY. IT
 28 APPEARS THAT A TSB WAS ISSUED MARCH 2016. WHY HAS NO RECALL
 BEEN MADE SINCE THIS IS A WIDESPREAD ISSUE?
- **NHTSA ID No. 11089747 (April 23, 2018):** ENGINE RATTLES AT COLD START
 UP. PER SERVICE BULLETIN THE VTC ACTUATOR IS FAULTY AND NEEDS
 TO BE REPLACED WITH AN UPGRADED PART. THIS IS THE SECOND TIME
 I WILL NEED TO HAVE IT REPLACED. I SHOULDN'T HAVE TO PAY FOR
 THIS REPAIR AGAIN.
- **NHTSA ID No. 11119641 (August 13, 2018):** GRINDING NOISE UPON COLD
 START. THIS ISSUE STARTED AT LEAST TWO YEARS AGO. DID NOT

HAPPEN ON EVERY START. ASKED DEALERSHIP WHAT IT MIGHT BE AND I WAS TOLD IT WAS NOTHING. OVER THE PAST YEAR, NOISE HAPPENS RELIGIOUSLY EVERY TIME THERE IS A COLD START. DEALERSHIP NOW SAYS IT'S THE VTC ACTUATOR AND I AM NOW PAST MY WARRANTY. IT APPEARS THAT A TSB WAS ISSUED MARCH 2016. WHY HAS NO RECALL BEEN MADE SINCE THIS IS A WIDESPREAD ISSUE? CLASS ACTION SETTLEMENT 3/ 2018 DID NOT INCLUDE THE CRV'S

- **NHTSA ID No. 11123154 (August 29, 2018):** RATTLE NOISE ON COLD START UP. VTC ACTUATOR REPLACED UNDER WARRANTY AND NOW SAME PROBLEM AGAIN AFTER 10,000 MILES. FROM MY READING AND SPEAKING TO SEVERAL AUTO MECHANICS, THIS IS A COMMON PROBLEM WITH THIS MODEL OF CAR AND IT SEEMS LIKE HONDA OF AMERICA HAS NOT TAKEN RESPONSIBILITY FOR ADDRESSING THIS PROBLEM ADEQUATELY. I THINK A RECALL OF THIS ENGINE OR AN EXTENSION OF THE WARRANTY SHOULD BE REQUIRED.
- **NHTSA ID No. 11140458 (August 13, 2016):** ENGINE RATTLES AT COLD START-UP - VTC ACTUATOR NEEDS REPLACEMENT. THE HONDA DEALER (CRISWELL HONDA, GERMANTOWN MD) DOING THE MAINTENANCE SAYS THAT I HAVE GONE PAST THE WARRANTY. BUT I HAVE BEEN THERE MULTIPLE TIMES FOR SERVICE BEFORE AND MENTIONED ABOUT THE ISSUE. THEY DID NOT FIX IT OR EXPLAINED TO ME THE ISSUES. THEY ARE CHARGING ME \$800 NOW FOR THIS. BASED ON CURRENT SEARCH IN GOOGLE, THIS IS WHAT I FIND. PLEASE HELPHONDA TSB NUMBER:A09-010.V4 NHTSA NUMBER:10087883TSB DATE:MARCH 17, 2016 FAILING COMPONENT: ENGINE (PWS) SUMMARY: SERVICE BULLETIN - REPLACE THE VTC ACTUATOR IF THE ENGINE RATTLES LOUDLY FOR 2 SECONDS DURING COLD START-UP.
- **NHTSA ID No. 11150687 (November 10, 2018):** RATTLE/GRINDING NOISE ON COLD STARTS. AT FIRST, IT WAS ONLY ON VERY COLD MORNINGS, WHICH WE DON'T USUALLY HAVE HERE IN THE SOUTH (ALABAMA); HOWEVER, TODAY, IT DOES IT EVERY TIME YOU START THE CAR. IT'S A FRIGHTENING NOISE THAT SOUNDS LIKE IT'S TEARING UP THE ENGINE. THERE ARE VIDEOS AND HUNDREDS OF COMPLAINTS ONLINE ABOUT THIS ISSUE. I HAVE READ SOMETHING ABOUT A CLASS-ACTION LAWSUIT, AS WELL, ALTHOUGH I WAS NEVER NOTIFIED OF THAT.
- **NHTSA Id No. 11184334 (March 5, 2019):** FAULTY VTC ACTUATOR, GRINDING NOISE ON STARTING THE CAR EVERYDAY IN THE MORNINGS. DEALER HAVE A \$600.00 ESTIMATE TO HAVE IT FIXED AND NOT COVERED UNDER STANDARD WARRANTY. HONDA IS AWARE OF THIS ISSUE AND NO RECALL HAS BEEN ISSUED.

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

- **NHTSA Id No. 11242530 (August 8, 2019):** THERE'S A GRINDING NOISE THAT FOLLOWS THE START OF THE ENGINE. THIS ISSUE BEGAN 2 YEARS AGO DURING THE WINTER MONTHS. TOOK IT TO HONDA TO SEE WHAT WAS WRONG. THEY WEREN'T ABLE TO RECREATE THE SOUND AND SENT ME ON MY WAY.
IT'S NOW DOING IT ALL OF THE TIME. I HAVEN'T TAKEN IT TO HONDA AGAIN, BUT I WILL WHEN I HAVE THE TIME AND MONEY TO FIX IT.
INITIAL VIEWING OF THIS SITE SHOWS A LOT OF THE SAME ISSUE. HAVEN'T DONE ANY FURTHER RESEARCH TO SEE IF THE ISSUE HAS BEEN RESOLVED OR HANDLED BY HOND. I WILL ONCE I FINISH THIS POST. HOPEFULLY, HONDA IS DOING OR WILL DO THE RIGHT THING AND RECALL VEHICLES AFFECTED BY THIS ISSUE.

- **NHTSA Id No. 11289643 December 17, 2019):** VTC ACTUATOR GRINDING ON COLD START. REPORTED TO HONDA. PAID TO HAVE IT REPLACED OUT OF POCKET AT A COST OF \$1443.83 ON 9/24/18 AT 111,863 MILES. AT 122,000 MILES STARTED HAVING HIGH OIL CONSUMPTION. AFTER SEVERAL MISDIAGNOSIS BY HARE HONDA, DETERMINED SAME ISSUE AS 2011 TSB A12-089 PROBLEM WITH STICKING PISTON RINGS. REQUIRES FULL ENGINE REBUILD QUOTED AT \$2000. IF NOT FIXED CAN CAUSE ENGINE FAILURE.

- **NHTSA Id No. 1 10574783(September 15, 2015):** TL* THE CONTACT OWNS A 2013 HONDA CRV. THE CONTACT STATED THAT UPON STARTING THE VEHICLE, THERE WAS A GRINDING NOISE HEARD ON NUMEROUS OCCASIONS. THE VEHICLE WAS TAKEN TO AN AUTHORIZED DEALER, WHO DIAGNOSED THAT THE VARIABLE TIMING CONTROL ACTUATOR NEEDED TO BE REPLACED. THE VEHICLE WAS REPAIRED BUT THE FAILURE RECURRED. THE CONTACT STATED THAT THE VEHICLE WAS RETURNED WITHIN A WEEK OF THE REPAIR AND THE SAME EXACT PART WAS REPLACED. THE VEHICLE EXHIBITED THE FAILURE AGAIN BUT WAS NOT REPAIRED. THE CONTACT STILL HEARD THE GRINDING NOISE WITH NO REMEDY FOR THE FAILURE. THE VEHICLE WAS TAKEN BACK TO THE AUTHORIZED DEALER, WHO WAS UNABLE TO DIAGNOSE THE FAILURE. THE FAILURE PERSISTED. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE. THE APPROXIMATE FAILURE MILEAGE WAS 4000.

- **NHTSA Id No. 10587444 (April 23, 2015):** TL* THE CONTACT OWNS A 2013 HONDA CR-V. THE CONTACT STATED THAT WHEN STARTING THE VEHICLE, A GRINDING NOISE WAS HEARD FROM THE FRONT END. THE

1 FAILURE WAS RECURRING AND INTERMITTENT. THE VEHICLE WAS
2 TAKEN TO A DEALER WHERE THE FAILURE WAS UNABLE TO BE
3 DIAGNOSED. THE MANUFACTURER WAS NOTIFIED OF THE ISSUE. THE
4 VEHICLE WAS NOT REPAIRED. THE APPROXIMATE FAILURE AND
5 CURRENT MILEAGE WAS 19,000. KMJ

- 6 • **NHTSA Id No. 10678464 (January 23, 2015):** GRINDING SOUND UPON START.
7 PROBABLY THE VTC ACTUATOR. *TR

- 8 • **NHTSA Id No. 10705578 (December 1 2014):** AS I REPORTED LAST YEAR,
9 THERE IS A VTC ACTUATOR DESIGN FLAW THAT CREATES A GRINDING
10 NOISE WHEN THE TEMPS FALL BELOW FREEZING AND IN SOME CASES
11 EVEN ABOVE FREEZING MAINLY DUE TO LACK OF OIL PRESSURE AND
12 THE ACTUATOR NOT LOCKING CORRECTLY. WELL, ANOTHER WINTER
13 HAS COME AND GONE AND THERE IS STILL NO HINT OF A FIX FROM
14 HONDA. THEY CLAIM THERE IS NO DAMAGE OCCURRING BUT ANY TIME
15 I HEAR METAL ON METAL I BEG TO DIFFER.

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

20 HONDA SURE HAS LOST THEIR PRESTIGIOUS CLAIM OF RELIABILITY IN
21 MY EYES. SADLY THIS WILL BE MY LAST HONDA PRODUCT AS THEY
22 DON'T SEEM TO ADDRESS CUSTOMER CONCERNS IN ANY KIND OF
23 TIMELY MANNER. *TR

- 24 • **NHTSA Id No. 10732326 (July 1, 2014):** WHEN I START THE ENGINE IN THE
25 MORNING (COLD), IT MAKES A WHIRRING/GRATING SOUND THAT LASTS
26 JUST A COUPLE OF SECONDS. IT DOESN'T MAKE THIS SOUND AGAIN ALL
27 DAY, EVEN WHEN THE VEHICLE SITS FOR 8+ HOURS. I DON'T KNOW IF
28 IT'S TEMPERATURE-DEPENDENT.

- 29 • **NHTSA Id No. 10748315 (August 13, 2015):** I NOTICED A RATTLING NOISE
30 DURING COLD STARTS FROM THE ENGINE THAT CONTINUED WELL INTO
31 THE SUMMER. I REPORTED IT TO MY HONDA DEALER (BILL PAGE/FALLS
32 CHURCH, VA) AND REFERRED TO THE WELL DOCUMENTED VTC
33 ACTUATOR PROBLEM REPORTED ON THE INTERNET BASED ON VIDEO
34 AND AUDIO SIMILARITIES IN THE NOISES I WAS HEARING. THE DEALER
35 BEING AWARE OF THE PROBLEM REFRAINED FROM ANY INVESTIGATION
36 OR CORRECTION UNTIL THEY RECEIVED A CORRECTIVE SOLUTION
37 FROM HONDA. I REPORTED THE PROBLEM TO HONDA AMERICA AND THE
38 DEALER LATER IN 2015 AFTER MY HONDA DEALER TECHNICIAN REPTD
39 NO SOLUTION HAS COME FROM HONDA. I RECEIVED A CALL FROM
40 HONDA REGARDING MY COMPLAINT SUGGESTING THE VTC ACTUATOR
41 PROBLEM IS LIMITED TO ALASKA AND I SHOULD MAKE AN

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

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

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

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

- **NHTSA Id No. 10795318 (November 22, 2015):** VTC ACTUATOR IS FAILING
 CAUSING A GRINDING SOUND WHEN STARTING THE VEHICLE. HONDA
 HAS RECOGNIZED AND ADMITTED TO A DEFECTIVE PART. CONTINUED
 TO SELL CARS KNOWING THE PARTS WERE DEFECTIVE. 2014-2015
 HONDAS HAVE THE SAME ISSUE. HONDA REPORTS IT IS NOT DOING
 DAMAGE TO THE ENGINE OR ANY COMPONENTS. THEY ARE OFFERING
 NO ASSISTANCE IN THE MATTER.

- 1 • **NHTSA Id No. 10808139 December 23, 2015**: A YEAR AGO I NOTICED AT
2 TIMES A NOISE LIKE I AM TRYING TO START THE VEHICLE WITH IT
3 ALREADY RUNNING. THE OTHER DAY ON INITIAL START IT MADE A
4 LOUDER NOISE. THE BEST I CAN TELL IS A PROBLEM WITH THE VTC
5 ACTUATOR.
- 6 • **NHTSA Id No. 10855418 (April 14, 2016)**: A LOUD GRINDING NOISE LASTING
7 A FEW SECONDS AFTER INITIAL START UP AFTER CAR HAS BEEN SITTING,
8 I.E., A 'COLD START.' MY HONDA 2013 CRV-EX-L HAS HAD THIS PROBLEM
9 FROM DAY ONE, BRAND NEW! IT'S INTERMITTENT BUT HAPPENS
10 USUALLY ON A COLD START. AFTER QUITE A FEW VISITS TO DEALER
11 THEY ACT PERPLEXED AND NEVER CAN DUPLICATE THE CONDITION! IT
12 ACTUALLY IS THE VTC (VARIABLE TIMING CONTROL). HONDA HAS HAD
13 THIS PROBLEM FOR SEVERAL YEARS ON VARIOUS MODELS OF THEIR
14 VEHICLES, HAS NEVER FIXED THE PROBLEM NOR CONTACTED AFFECTED
15 BUYERS BUT HAS CONTINUED TO BUILD AND SELL THESE VEHICLES
16 WITH A KNOWN DEFECT WITH NO FIX! THEIR ENGINEERS ARE AWARE OF
17 THE PROBLEM, BUT OF COURSE THE SAME ENGINEERS SAY IT CAUSES
18 "NO DAMAGE TO THE VEHICLE!" SHAME ON HONDA, IT ONLY RUINED
19 THEIR REPUTATION! PEOPLE STARE AT YOU AND ASK "WHAT IS THAT
20 NOISE?" WHEN YOU EXPLAIN, IT PUTS HONDA AND THEIR VEHICLES IN A
21 POOR POSITION I.E., LOSS OF REPUTATION AND SALES. I DID INTENSIVE
22 INVESTIGATION ON MY OWN, JUST 'GOOGLE THE PROBLEM, AND YOU
23 WILL BE TAKEN TO 'YOU TUBE' AND MANY OTHER SITES SHOWING THE
24 PROBLEM. TAKE TO THE DEALER A VIDEO AND A COPY OF THE
25 NUMEROUS COMPLAINTS ON THIS AND OTHER SITES! YOU MUST PROVE
26 THE PROBLEM EXISTS!! I CALLED HONDA AMERICA 2 DAYS AGO TO
27 COMPLAIN AND FOUND OUT HONDA JUST THIS YEAR, 2016, FINALLY
28 CAME OUT WITH A 'FIX!' IT IS FOR THE VTC (VARIABLE TIMING CONTROL)
. MY CAR FINALLY IS AT THE DEALER BEING REPAIRED. HONDA KNEW
ALL ALONG OF THIS PROBLEM AT LEAST FROM 2012 THROUGH 2014 AND
EVEN EARLIER MODELS! A RECALL SHOULD BE MANDATED TO MAKE
THE REPAIR!! AGAIN SHAME ON HONDA, I PERSONALLY WILL NEVER BUY
A HONDA AUTOMOBILE AGAIN. THE FRUSTRATION, EMBARRASSMENT,
TIME RUNNING BACK AND FORTH TO THE DEALER, ETC. HAS WORN ME
OUT!! REMEMBER THEIR IS NOW A BULLETIN TO HONDA DEALERS WITH
A 'FIX.' BUT THEY MUST DUPLICATE THE PROBLEM! BE SURE TO TAKE A
VIDEO WITH SOUND!!
- **NHTSA Id No. 11048704 (November 27, 2017)**: HAVE 2013 HONDA CR-V AND
WHEN GO TO START IT AFTER SITTING OVERNIGHT MAKES LOUD
GRINDING NOISE FOR 1-2 SECONDS. DEALERSHIP SAYS IT'S THE VTC
ACTUATOR AND IS A KNOW PROBLEM BUT NOT RECALL HAS BEEN
ISSUED. THEY WANT 500 BUCKS TO FIX THE ISSUES SINCE CAR OF
COURSE ISN'T UNDER WARRANTY AND WON'T WORK WITH ME AT ALL.
VERY UNPROFESSIONAL IN MY OPINION OF HONDA WITH AN ISSUES
THAT IS KNOW AND COMMON.

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- **NHTSA Id No. 11053697 (December 9, 2017):** SPORADIC GRINDING NOISE AFTER SETTING OVERNIGHT. TOOK TO DEALER, THEY SAID WOULD HAVE TO HEAR IT BEFORE THEY COULD DO ANYTHING. LEFT UNTIL THE NEXT DAY. NO SATISFACTION ON MY PART. STILL DOES IT. IT WAS UNDER WARRANTY WHEN TAKEN IN, BUT IS OUT OF WARRANTY NOW.
 - **NHTSA Id No. 11057819 (January 1, 2018):** ENGINE MAKES A RATTLE NOISE ON COLD START UP. CAR WAS TAKEN TO DEALERSHIP AND WAS TOLD THE VTC ACTUATOR WAS DEFECTIVE AND WAS REPLACED UNDER WARRANTY AT 83000 MILES. THIS WAS IN AUGUST OF 2017. IT IS NOW JANUARY OF 2018, CAR NOW HAS 90355 MILES AND THE RATTLE NOISE HAS RETURNED. WILL TAKE THE CAR BACK TO THE DEALERSHIP THIS WEEK TO SEE WHAT WILL BE DONE NEXT. FROM WHAT I HAVE RESEARCHED, HONDA HAS NOT COME UP WITH A REAL FIX. THIS PROBLEM HAS BEEN GOING ON FOR SEVERAL YEARS FOR PREVIOUS MODELS. COME ON NHTSA, PUT SOME HEAT ON THESE GUYS.
 - **NHTSA Id No. 11062203 (January 11, 2018):** ON COLD START THE ENGINE MAKES A LOUD GRINDING NOISE. MY VEHICLE ONLY HAS 28,500 MILES ON THE CAR.
 - **NHTSA Id No. 10676638 (January 21, 2015):** ON COLD DAYS I HEAR GRINDING NOISE WHEN I START MY CAR, FEW SECOND NOISE THEN ITS FINE. I NOTICED IT STARTED IN DECEMBER WHEN THE COLD WEATHER HITS TEXAS. IT DOES NOT HAPPEN DAILY ONLY ON COLD DAYS AS CAR SITS IN DRIVEWAY. SOME DAYS IT WILL BE COLD AND IT WILL BE FINE AND OTHER DAYS ANOTHER COLD DAY AND IT WILL HAPPEN FOR A FEW SECONDS. MY CAR HAS SLIGHTLY OVER 8000 MILES. I FIND THIS TOO SOON TO HAVE ANY ISSUES. I TOOK IT TO LOCAL HONDA DEALERSHIP JANUARY 16 WHERE CAR SAT OVER NIGHT TO DUPLICATE THE SOUND AND THE CAR DID NOT MAKE THAT NOISE. THE WEATHER WAS IN THE 40'S AND NOISE COULD NOT BE HEARD. MY CAR WAS STILL AT DEALERSHIP ON JANUARY 19 AND AGAIN NO SOUND WAS HEARD FROM CERTIFIED HONDA TECH. I OPENED UP HONDA CARE TICKET FOR A SOLUTION AND A PUSH FROM THEM TO REPLACE THE VTC ACTUATOR. THE TECH PLAYED DUMB AND SAID I WAS THE FIRST OWNER TO HAVE THIS COMPLIANT AND THEREFORE COULD NOT PIN POINT THE PROBLEM AND COULD NOT FIX SOMETHING HE DID NOT KNOW WHAT IT COULD BE. I TOOK MY CAR FROM THEM AFTER SITTING THERE SINCE FRIDAY, SATURDAY, SUNDAY AND MONDAY JAN 19. HONDA CARE DID NOT PUSH THE ISSUE TO THE DEALERSHIP SO I AM CONSIDERING TRADING IN MY CAR. I CANNOT BE HELD ACCOUNTABLE FOR A FAULTY HONDA PROBLEM. NOW I THE CONSUMER HAVE BEEN DUPED BY THIS IGNORANCE AND LETTING THIS KNOWN ISSUE JUST SIT AROUND AND GET BIGGER WITH CONSUMERS. *TR

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- **NHTSA Id No. 10690867 (February 26, 2015):** EVERY DAY WHEN IT IS REALLY COLD OUTSIDE AND THE TEMPERATURES ARE 20 BELOW OR SO, THERE IS A GRINDING NOISE WHEN I START THE CAR UP. IT ONLY HAPPENS WHEN IT IS REALLY COLD OUTSIDE. DON'T ACTUALLY KNOW WHERE IT IS COMING FROM UNDER THE HOOD. IT ONLY LAST ABOUT A SECOND OR TWO.
 - **NHTSA Id No. 10693136 (March 9, 2015):** I GET A HARSH GRINDING 'METAL-ON-METAL' SOUND FROM THE CAM/TIMING CHAIN, TOP OF THE ENGINE WHEN TEMPS BELOW 40 DEGREES. VISITED WITH THE DEALER I PURCHASED AT, DIDN'T EVEN START A WORK TICKET WHEN I TOLD HIM WHAT IT WAS DOING. STATED IT WAS THE VTC ACTUATOR PROBLEM ,THEY ALL HAVE IT, REPLACING THE PART WON'T FIX IT, JUST HAVE TO LIVE WITH IT. WENT TO 2ND DEALER, SAID SAME THING BUT STARTED A WORK TICKET. GAVE ME A COPY OF A HONDA "TECH LINE SUMMARY ARTICLE" ENGINE RATTLES AFTER COLD SOAK STARTUP. AFFECTED VEHICLES, 2008-12 ACCORD, 2012-15 CROSSTOUR, 2012-14 CR-V, WE'RE CURRENTLY WORKING ON A SOLUTION BUT HAVE NO RECOMMENDED DEALER REPAIR AT THIS TIME. CONTACTED HONDA MOTOR CO. TO FILE A COMPLAINT, WE WOULD LIKE TO FIX YOUR CAR, HOW? YOU DON'T HAVE A FIX, PROBLEM SINCE 2008. ASKED FOR MY PURCHASE PRICE TO BE REIMBURSED MINUS USAGE. WAITING FOR RESPONSE FROM HONDA. WILL PURSUE DISPUTE RESOLUTION/ARBITRATION IF NEEDED. *TR
 - **NHTSA Id No. 10694991 (March 17, 2015):** WHEN YOU COLD START THE CAR IT MAKES A GRINDING NOISE. HAVE TAKEN IT IN TO THE DEALER THREE TIMES AND THEY CAN NEVER DUPLICATE THE NOISE. I TAKE IT HOME AND IT DOES IT AGAIN THE NEXT DAY EACH TIME. I RECORDED THE NOISE AND TOOK IT TO THE DEALER. THEY ORIGINALLY TOLD ME THAT THEY DIDN'T KNOW WHAT IT WAS. THE THIRD TIME I TOOK IT IN THEY CLAIMED HONDA AMERICA WAS AWARE OF THE PROBLEM AND WERE WORKING ON IT. AFTER WAITING 6 WEEKS FOR RESOLUTION, I CALLED THE DEALER AND WAS TOLD THE SAME THING. I REQUESTED THE NUMBER TO HONDA AMERICA AND CALLED. I WAS TOLD BY HONDA AMERICA THAT THEY DIDN'T DEEM THIS PROBLEM A DEFECT AND THEY WOULD NOT FIX THE PROBLEM. I AM TRYING TO FIND OUT WHAT RECOURSE I HAVE. IF YOU LOOK ON THE DIFFERENT BLOGS AND SITES ONLINE...THEY DO HAVE A PROBLEM WITH NUMEROUS OTHER HONDA VEHICLES. ANY HELP YOU CAN GIVE ME IS APPRECIATED. *TR
 - **NHTSA Id No. 10723387 (June 4, 2014):** THERE IS A GRINDING NOISE/SOUND AT COLD START. VEHICLE IS GARAGED BUT DURING THE COLDER WEATHER MONTHS, THE STARTER HAS A TERRIBLE GRINDING SOUND. THIS OCCURRED WITH ONLY ABOUT 1200 MILES PUT ON THE CAR. IT WAS PURCHASED NEW IN MID-DECEMBER, 2013 (2014 MODEL) AND THE GRINDING SOUND FIRST OCCURRED IN LATE FEBRUARY, 2014. WAITED A FEW MORE MONTHS AND THEN CONTACTED LOCAL HONDA DEALERSHIP

1 TO BRING IN THE CAR TO HAVE THEM DUPLICATE THE PROBLEM. THIS
2 WAS DONE ON JANUARY 9TH, 2015. DEALERSHIP SAID THEY WERE
3 AWARE OF SOME OTHER 2014 CRV'S HAVING SAME/SIMILAR PROBLEM AS
4 MINE. THEY FURTHER STATED THAT THE PROBLEM IS A VTC-ACTUATOR
5 AND THAT HONDA HAD BEEN AWARE OF IT FOR SOME TIME. I WAS TOLD
6 THAT HONDA HAS TO RE-ENGINEER THE PART AND THAT IT HOPEFULLY
7 BE READY BY THE SUMMER OF 2015. STILL NO WORD FROM THE
8 DEALERSHIP ON THE STATUS OF THE RE-ENGINEERED PART BEING
9 AVAILABLE AT THIS TIME. I WILL FOLLOW UP WITH THEM TODAY.

- 10 • **NHTSA Id No. 10795269 (November 21, 2015):** ENGINE HAS A COLD START
11 RATTLE, HONDA SAYS IT IS THE VTC ACTUATOR. HONDA HAS CHANGED
12 IT ONCE AND IT STILL MAKES THE NOISE. HONDA SAYS THAT ARE
13 WORKING ON A FIX, BUT IT LOOKS LIKE THEY HAVE WORKING ON IT
14 SINCE 2012.
- 15 • **NHTSA Id No. 1080883 (December 7, 2015):** WHEN STARTING THE CAR,
16 ESPECIALLY AFTER IT SITTING FOR A WHILE, IT WILL MAKE A
17 RATCHETING SOUND AFTER STARTING. I CALLED THE DEALER WHERE
18 PURCHASED FROM AND WAS TOLD IT WAS A VTC ACTUATOR PROBLEM
19 THAT THERE IS NO FIX FOR. WAS TOLD THEY ARE WORKING ON IT AND
20 WOULD HAVE A FIX IN FEBRUARY. LOOKED UP THIS PROBLEM ONLINE
21 AND SAW THIS HAS BEEN A PROBLEM WITH HONDA'S SINCE 2008 ALONG
22 WITH NUMEROUS VIDEOS OF THE SAME SOUND.
- 23 • **NHTSA Id No. 10817267 (December 31, 2015):** MY VEHICLE MAKES A
24 TERRIBLE SOUND UNDER THE HOOD UPON STARTING WHEN IT IS COLD.
25 I RESEARCHED IT ONLINE AND DISCOVERED IT IS THE VTC ACTUATOR
26 VALVE (MOST LIKELY). TOOK IT TO DEALERSHIP, LET IT OVERNIGHT SO
27 THEY WOULD HEAR IT AFTER SETTING. THEY CLAIM NO NOISE UPON
28 STARTING IT. I AM CONCERNED AT SOME POINT ENGINE PARTS ARE
BEING DAMAGED. THE NOISE BEGAN WITHIN 2 MONTHS OF OWNERSHIP.
WENT TO ANOTHER HONDA DEALER, THEY SAID "HONDA PROBABLY
DOES KNOW ABOUT THIS BUT THERE IS NO REPAIR/RECALL ORDER
ISSUED SO THEY WON'T REPAIR IT. CAR WAS PURCHASED NEW.
- **NHTSA Id No. 10817445 (January 2, 2016):** WHEN STARTING THE CAR,
ESPECIALLY AFTER IT SITTING FOR A WHILE, IT WILL MAKE A
RATCHETING SOUND AFTER STARTING. I CALLED THE DEALER WHERE
PURCHASED FROM AND WAS TOLD IT WAS A VTC ACTUATOR PROBLEM
THAT THERE IS NO FIX FOR. WAS TOLD THEY ARE WORKING ON IT AND
WOULD HAVE A FIX IN FEBRUARY.
- **NHTSA Id No. 10822402 (January 26, 2016):** WITH COLD STARTS (STARTING
THE ENGINE FIRST THING IN THE MORNING) THERE IS A GRINDING
RUMBLE FROM UNDER THE FRONT OF THE CAR THAT LASTS A SECOND
OR TWO. THIS HAS BEEN HAPPENING SINCE I BOUGHT THE CAR, AND THE

1 SERVICE DEPT HAS SAID NOT TO WORRY ABOUT IT. YESTERDAY, I TOOK
 2 THE CAR IN TO HAVE IT EXAMINED AND REPAIRED, AND THE HONDA
 3 SERVICE MANAGER CONFIRMED THAT THE NOISE WAS COMING FROM A
 4 DEFECTIVE VTC ACTUATOR. HE WENT ON TO SAY THAT HONDA IS
 5 CONTINUING TO PRODUCE THE SAME DEFECTIVE ACTUATOR THEY
 6 HAVE PRODUCED FOR THE PAST 8 YEARS AND THAT THE HONDA
 7 CORPORATION WILL NOT ALLOW DEALER SERVICE DEPARTMENTS TO
 8 REPLACE THEM. "THEY'RE ALL FAULTY, SO IT WOULDN'T MATTER."

9 THIS DEFECT IN A CRITICAL ENGINE PART MUST BE ADDRESSED AND
 10 THE PART REPLACED.

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

- 1 • **NHTSA ID No. 11022148 (September 1, 2017):** CAR HAS A LOUD RATTLE OR
2 GRINDING SOUND ON A COLD STARTUP. LAST A COUPLE OF SECONDS
3 THEN GOES AWAY. HAS DONE THIS FOR 3 YEARS, SINCE I GOT IT.
- 4 • **NHTSA ID No. 11039802 (October 25, 2017):** LOUD GRINDING SOUND WHEN
5 STARTING THE CAR IN THE GARAGE. THIS HAS HAPPENED IN THE PAST
6 ON COLD DAYS BUT TEMPERATURE TODAY WAS IN THE 50S. I AM
7 CONCERNED ABOUT DAMAGE FROM THIS AS THE DAYS HERE IN
8 WISCONSIN ARE ONLY GOING TO GET COLDER. I AM KEEPING A RUNNING
9 LIST OF OCCURRENCES AND DOCUMENTING DATES AND
10 TEMPERATURES.
- 11 • **NHTSA ID No. 11052815 (December 6, 2017):** ON COLD START ENGINE
12 MAKES LOUD GRINDING SOUND. VEHICLE WAS PURCHASED IN JANUARY
13 2016 AND HAS CONTINUOUSLY DONE THIS ON COLD MORNINGS
- 14 • **NHTSA ID No. 11054687 (December 14, 2017):** ENGINE MAKES A GRINDING
15 SOUND UPON START UP ON COLD MORNINGS FOR A FEW SECONDS
16 WHILE PARKED. THIS HAS BEEN A PROBLEM SINCE I PURCHASED CAR.
17 HAVE TAKEN TO DEALER NUMEROUS TIMES, BUT THEY CANNOT TELL
18 ME WHAT THE PROBLEM IS. NUMEROUS COMPLAINTS FROM OWNERS
19 ABOUT THE VTC ACTUATOR, BUT THIS WAS NEVER MENTIONED TO ME.
20 CONCERNED THIS WILL LEAD TO PROBLEMS IF NOT ADDRESSED.
- 21 • **NHTSA ID No. 11057647 (December 30, 2017):** RATTLING NOISE FOR 1 OR 2
22 SECONDS WHEN STARTING THE VEHICLE AT TEMPERATURES AROUND 35
23 DEGREES F.
- 24 • **NHTSA ID No. 11064271 (January 20, 2018):** RATTLING NOISE FOR 1 TO 3
25 SECONDS WHEN STARTING THE VEHICLE AT TEMPERATURES AROUND 35
26 DEGREES F. THIS OCCURS RANDOMLY SINCE PURCHASE. HAVE TALKED
27 WITH DEALER WITH NO RESOLUTION.
- 28 • **NHTSA ID No. 11065218 (January 18, 2018):** ON COLD START, THE ENGINE
GRINDS FOR ABOUT 2 SECONDS. I BOUGHT THE VEHICLE NEW AND THIS
HAS HAPPENED PERIODICALLY SINCE. DEALER SERVICE SHOP USUALLY
CANNOT REPLICATE IT BECAUSE IT ONLY HAPPENS ON COLD START
AFTER SITTING OVERNIGHT. FINALLY GOT THEM TO REPLICATE THE
NOISE IN JANUARY 2016 AND DIAGNOSED AS A VTC ACTUATOR
PROBLEM. APPARENTLY A VERY WELL KNOWN PROBLEM AND "THEY
FIX THESE ALL THE TIME, KNOWN ISSUE". A WEEK LATER THE NOISE
STARTED AGAIN AND NOW THE DEALER CAN'T REPLICATE AGAIN. I
ONLY HAVE 10 MONTHS LEFT ON MY WARRANTY AND THEY SAY THEY
WON'T REPLACE IT AGAIN BECAUSE THEY CAN'T REPLICATE IT. IF IT'S A
KNOWN ISSUE, THIS NEEDS TO BE RECALLED AND FIXED AGAIN ASAP.
WORRIED ABOUT THE LONGEVITY OF THE ENGINE, GIVEN THIS HAS
BEEN GOING ON SINCE DAY ONE.

- 1 • **NHTSA ID No. 11074647 (February 24, 2018):** ENGINE METAL RATTLING
2 NOISE ON COLD START UP. VERY DISTURBING. ENGINE HAS A ROUGH
3 START AS RESULT.
- 4 • **NHTSA ID No. 11076209 (May 5, 2018):** GRINDING SOUND FROM ENGINE
5 DURING COLD START. GRINDING SOUND LAST A FEW SECONDS WHEN
6 ENGINE IS COLD.
- 7 • **NHTSA ID No. 11139305 (October 9, 2018):** VTC ACTUATOR NEEDS TO BE
8 REPLACED AT 86,000 MILES. TOOK TO DEALER COST WILL BE \$1000.00
9 NOT COVERED UNDER ANY RECALLS ALTHOUGH THERE HAVE BEEN
10 SEVERAL COMPLAINTS AND REPAIRS FOR THIS PARTICULAR YEAR,
11 MAKE AND MODEL
- 12 • **NHTSA ID No. 11162187 (December 18, 2018):** GRINDING SOUND FOR 1-2
13 SECONDS AFTER THE ENGINE STARTS ESPECIALLY DURING COLD START.
14 WHEN I GOOGLED IT, SAME SOUND THAT AFFECTING VTC ACTUATOR.
- 15 • **NHTSA ID No. 11172725 (January 29, 2019):** TL* THE CONTACT OWNS A 2014
16 HONDA CR-V. WHEN THE VEHICLE WAS COLD STARTED, THE CONTACT
17 HEARD AN INTENSE GRINDING NOISE COMING FROM THE ENGINE. THE
18 NOISE ONLY LASTED FOR A FEW SECONDS, BUT THE CONTACT WAS
19 CONCERNED OF ENGINE DAMAGE. THE CONTACT RESEARCHED THE
20 INTERNET AND FOUND FORUMS REGARDING THE FAILURE. THE
21 CONTACT SPOKE WITH O'DONNELL HONDA (8620 BALTIMORE NATIONAL
22 PIKE, ELLICOTT CITY, MD 21043, (410) 461-5000) WHILE THE WARRANTY
23 WAS STILL VALID; HOWEVER, THERE WAS NO REMEDY AT THE TIME. THE
24 WARRANTY HAD EXPIRED AND THE DEALER WOULD NOT ASSIST WITH
25 THE REPAIR. THE MANUFACTURER STATED THAT NOTHING COULD BE
26 DONE BECAUSE THE WARRANTY WAS EXPIRED. THE FAILURE MILEAGE
27 WAS 30,000.
- 28 • **NHTSA ID No. 11190244 (March 20, 2019):** CRV WAS RATTLING FOR ABOUT
A WEEK. STARTED ONLY IN THE MORNING IN THE COLD AND
PROGRESSIVELY GOT WORSE. WE WERE SUPPOSED TO TAKE THE CAR IN
TO THE MECHANIC THE NEXT DAY BUT AS MY WIFE WAS DRIVING ON
THE HIGHWAY THE CAR COMPLETELY SHUT OFF. WE HAD IT TOWED TO
THE MECHANIC AND HE SAID IT'S ENGINE FAILURE AND HAD NO OIL. WE
HAD NO OIL LIGHT COME ON AND WE GET ROUTINE OIL CHANGES.
CALLED HONDA TO SEE IF THERE WAS A RECALL AND THEY SAID NO
AND OFFERED NO HELP. NOW I'M STUCK WITH A WORTHLESS 5 YR OLD
CAR THAT I STILL OWE MONEY ON. THERE ARE SO MANY COMPLAINTS
ABOUT THIS WHY HASN'T A RECALL BEEN ISSUED? WHY IS NOBODY
INVESTIGATING THIS????

- 1 • **NHTSA ID No. 1110377 (May 28, 2019):** RATTILING NOISE FOR 1 TO 3
2 SECONDS WHEN STARTING THE VEHICLE THIS OCCURS RANDOMLY
3 SINCE PURCHASE. HAVE TALKED WITH DEALER WITH THEY SAY ITS
4 STARTER (\$863 NOT UNDER WARRANTY. IF I TURN KEY AND LET SIT FOR
5 A FEW MINUTES AND THEN START THE ENGINE - NO METAL NOISE.
6 CONTACT AMERICA HONDA - NO CALL OR COMMUNICATION YET

- 7 • **NHTSA ID No. 11242718 (August 8, 2019):** I'M HAVING THE INFAMOUS VTC
8 ACTUATOR GRINDING ON START-UP THAT HONDA HAS DETAILED IN
9 SERVICE BULLETIN #16-012. I'VE CONTACTED HONDA REPEATEDLY
10 ABOUT THE ISSUE BUT THEY REFUSE TO GIVE ME ANY INFORMATION
11 ABOUT IT.

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

- 28 • **NHTSA ID No. 11271633 (October 28, 2019):** I'M HAVING CONTINUED ISSUES
WITH THE ENGINE'S VTC RATTILING AND RANDOM ENGINE SPEEDS. IT
HAS BEEN REPAIRED ONCE BUT THE RATTLE AHAS RETURNED AND IS
WORSE. NO SERVICE LIGHTS ARE PRESENT.

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

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

11 60. Defendants have deprived Class Members of the benefit of their bargain,
12 exposed them all to a dangerous safety Defect, and caused them to expend money at its
13 dealerships or other third-party repair facilities and/or take other remedial measures related
14 to the VTC Defect contained in the Class Vehicles. Moreover, on information and belief
15 when vehicles are brought to Defendant's dealers for repair, Class Members are provided
16 with ineffective repairs in which one defective component is replaced with another. As a
17 result, Class Members continue to experience the VTC Defect even after paying for repairs,
18 as shown by the experiences of Plaintiffs. Because many Class Members, like Plaintiffs, are
19 current owners or lessees who rely on their vehicles on a daily basis, compensation for repairs,
20 related expenses (e.g. towing) and diminution in value is not sufficient. A remedial scheme
21 which also makes available a fix and/or warranty extension is necessary to make Class
22 Members whole.

23 61. Defendants have not recalled the Class Vehicles to repair the VTC Defect, has
24 not offered to its customers a suitable repair or replacement of parts related to the VTC Defect
25 free of charge, and has not reimbursed all Class Vehicle owners and leaseholders who
26 incurred costs for repairs related to the VTC Defect.

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

3 63. As a result of the VTC Defect, the value of the Class Vehicles has diminished,
4 including without limitation, the resale value of the Class Vehicles. Reasonable consumers,
5 like Plaintiffs, expect and assume that a vehicle's VTC Actuator and related components are
6 not defective and will not malfunction while operating the vehicle as it is intended. Plaintiffs
7 and Class Members further expect and assume that Honda will not sell or lease vehicles with
8 known safety defects, such as the VTC Defect, and will fully disclose any such defect to
9 consumers prior to purchase or offer a suitable repair non-defective replacement.

10 **VI. TOLLING OF THE STATUTE OF LIMITATIONS**

11 64. Plaintiffs and the other Class Members were not reasonably able to discover
12 the VTC Defect, despite their exercise of due diligence.

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

16 66. In addition, even after Class Members contacted Honda and/or its authorized
17 agents for vehicle repairs concerning the defective nature of the Class Vehicles and their VTC
18 Actuators, they were routinely told by Honda and/or through their authorized agents for
19 vehicle repairs that the Class Vehicles are not defective.

20 67. Hence, any applicable statute of limitation, if any, has been tolled by Honda's
21 knowledge, active concealment, and denial of the facts alleged herein. Honda is further
22 estopped from relying on any statute of limitation because of its concealment of the defective
23 nature of the Class Vehicles and their VTC Actuators.

24 **VII. CLASS ACTION ALLEGATIONS**

25 68. Plaintiffs brings this lawsuit as a class action on behalf of themselves and all
26 others similarly situated as members of the proposed Classes pursuant to Federal Rules of
27 Civil Procedure 23(a), (b)(2), and/or (b)(3). This action satisfies the numerosity,
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1 commonality, typicality, adequacy, predominance and superiority requirements of those
2 provisions.

3 69. The Class and Sub-Classes are defined as:

4 **Nationwide Class:** All persons who purchased or leased any 2012-2016
5 Honda CR-V vehicle, 2012-2016 Honda Accord Vehicle or 2012-2015 Honda
6 Crosstour vehicle in the United States.

7 **California Sub-Class:** All persons who purchased or leased any 2012-2016
8 Honda CR-V vehicle, 2012-2016 Honda Accord Vehicle or 2012-2015 Honda
9 Crosstour vehicle in the State of California.

10 **Illinois Sub-Class:** All persons who purchased or leased any 2012-2016
11 Honda CR-V vehicle, 2012-2016 Honda Accord Vehicle or 2012-2015 Honda
12 Crosstour vehicle in the State of Illinois.

13 **Virginia Sub-Class:** All persons who purchased or leased any 2012-2016
14 Honda CR-V vehicle, 2012-2016 Honda Accord Vehicle or 2012-2015 Honda
15 Crosstour vehicle in the State of Virginia.

16 70. Excluded from the Class and Sub-Classes are: (1) Defendants, any entity or
17 division in which Defendants have a controlling interest, and its legal representatives,
18 officers, directors, assigns, and successors; (2) the Judge to whom this case is assigned and
19 the Judge's staff; and (3) those persons who have suffered personal injuries as a result of the
20 facts alleged herein. Plaintiffs reserve the right to amend the definition of the Class and Sub-
21 Classes, and to add further subclasses, if discovery and further investigation reveal that the
22 Class and Sub-Classes should be expanded or otherwise modified.

23 71. **Numerosity:** Although the exact number of Class Members is uncertain and
24 can only be ascertained through appropriate discovery, the number is great enough such that
25 joinder is impracticable. The disposition of the claims of these Class Members in a single
26 action will provide substantial benefits to all parties and to the Court. The Class Members
27 are readily identifiable from, *inter alia*, information and records in Defendants' possession,
28 custody, or control.

72. **Typicality:** The claims of the representative Plaintiffs are typical of the claims
of the Class and Sub-Class in that the representative Plaintiffs, like all Class Members, paid

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

9 73. Commonality: There are numerous questions of law and fact common to
10 Plaintiffs and the Class and Sub-Classes that predominate over any question affecting only
11 individual Class Members. These common legal and factual questions include the following:

- 12 a. whether the Class Vehicles suffer from the VTC Defect;
- 13 b. whether the VTC Defect constitutes an unreasonable safety hazard;
- 14 c. whether Defendants know about the VTC Defect and, if so, how long
15 Defendants have known of the Defect;
- 16 d. whether the defective nature of the Class Vehicles' VTC Actuators constitutes
17 a material fact;
- 18 e. whether Defendants had and have a duty to disclose the defective nature of the
19 Class Vehicles' VTC Actuators to Plaintiffs and the other Class Members;
- 20 f. whether Plaintiffs and the other Class Members are entitled to equitable relief,
21 including, but not limited to, a preliminary and/or permanent injunction;
- 22 g. whether Defendants knew or reasonably should have known of the VTC
23 Defect contained in the Class Vehicles before it sold or leased them to Class Members;
- 24 and
- 25 h. Whether Defendants: (1) violated the California Consumers Legal Remedies
26 Act, Cal. Civ. Code § 1750 *et seq.*; (2) violated the California Unfair Competition
27 Law, Cal. Bus. & Prof. Code § 17200, *et seq.*; (3) committed breach of the implied
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1 warranty of merchantability pursuant to the California Song-Beverly Consumer
2 Warranty Act, Cal. Civ. Code §§ 1792 and 1791.1 *et seq.*, and Cal. Comm. Code
3 §2314;(4) violated Illinois' Consumer Fraud and Deceptive Practices Act 815 ILCS
4 505/1 *et seq.*; (5) breached the implied warranty of merchantability 810 Ill. Comp.
5 Stat. Ann § 5/2-314 (6) violated Virginia's Consumer Protection Act 810 Ill. Comp.
6 Stat. Ann § 5/2-314; (7) breached the implied warranty of merchantability (Va. Code
7 Ann. § 8.2-314); and (8) is liable for fraudulent omission.

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

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

FIRST CAUSE OF ACTION

(Violation of California Consumers Legal Remedies Act, Cal. Civ. Code § 1750 *et seq.* (“CLRA”) on behalf of the Nationwide Class, and alternatively, the California Sub-Class)

76. Plaintiffs Mary Quackenbush and Gheri Suelen hereby incorporate by reference the allegations contained in the preceding paragraphs of this Complaint.

77. Plaintiffs Mary Quackenbush and Gheri Suelen bring this cause of action on behalf of themselves and the Nationwide Class, and alternatively, the California Sub-Class.

78. Honda is a “person” as defined by California Civil Code § 1761(c).

79. Plaintiffs and the other Class Members are “consumers” within the meaning of California Civil Code § 1761(d).

80. By failing to disclose and concealing the defective nature of the Class Vehicles’ VTC Actuator from Plaintiffs and prospective Class Members, Defendants violated California Civil Code § 1770(a), as it represented that the Class Vehicles had characteristics and benefits that they do not have, represented that the Class Vehicles were of a particular standard, quality, or grade when they were of another, and advertised the Class Vehicles with the intent not to sell them as advertised. *See* Cal. Civ. Code §§ 1770(a)(5), (7) & (9).

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

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

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

- a. Defendants were in a superior position to know the true state of facts about the safety defect contained in the Class Vehicles’ VTC Actuators;

1 b. Plaintiffs and the Class Members could not reasonably have been expected to learn
2 or discover that their VTC Actuators have a dangerous safety defect until after
3 they purchased the Class Vehicles;

4 c. Defendants knew that Plaintiffs and the Class Members could not reasonably have
5 been expected to learn about or discover the VTC Defect; and

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

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

10 85. The facts concealed or not disclosed by Defendants to Plaintiffs and the other
11 Class Members are material because a reasonable consumer would have considered them to
12 be important in deciding whether or not to purchase the Class Vehicles, or to pay less for
13 them. Had Plaintiffs and other Class Members known that the Class Vehicles' VTC Actuator
14 was defective, they would not have purchased the Class Vehicles or would have paid less for
15 them.

16 86. Plaintiffs and the other Class Members are reasonable consumers who do not
17 expect that their vehicles will suffer from a VTC Defect. That is the reasonable and objective
18 consumer expectation for vehicles and their VTC Actuator.

19 87. As a direct and proximate result of Defendants' unfair or deceptive acts and
20 practices, Plaintiffs and the other Class Members have been harmed and have suffered and
21 will continue to suffer actual damages in that the Class Vehicles and their VTC Actuator are
22 defective and require repairs or replacement, and are worth less than they would be if they
23 had a non-defective VTC Actuator.

24 88. By a letter dated June 10, 2020, and sent via certified mail, Plaintiffs provided
25 Defendants with notice of its alleged violations of the CLRA pursuant to California Civil
26 Code Section 1782(a) and demanded that Defendants rectify the problems associated with the
27 behavior detailed above. As of the filing of this Complaint Defendants have failed to agree
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1 to Plaintiffs' demands and has failed to give notice to all affected consumers, as required by
2 California Civil Code Section 1782.

3 89. Accordingly, Plaintiffs seek an order enjoining the acts and practices described
4 above.

5 90. Plaintiffs additionally seek actual damages, restitution, statutory and punitive
6 damages, attorneys' fees and costs, and any other relief that the Court deems proper under
7 section 1780(a) of the CLRA pursuant to Civil Code Section 1782(d), due to Defendants'
8 failure to rectify or agree to adequately rectify its violations as detailed above.

9 **SECOND CAUSE OF ACTION**

10 (Violation of Unfair Competition Law,
11 California Bus. & Prof. Code § 17200 *et seq.* ("UCL") on behalf of the Nationwide Class,
and alternatively, the California Sub-Class)

12 91. Plaintiffs Mary Quackenbush and Gheri Suelen hereby incorporate by
13 reference the allegations contained in the preceding paragraphs of this Complaint.

14 92. Plaintiffs Mary Quackenbush and Gheri Suelen bring this cause of action on
15 behalf of themselves and the Nationwide Class, and alternatively, the California Sub-Class.

16 93. California Business & Professions Code Section 17200 prohibits acts of
17 "unfair competition," including any "unlawful, unfair or fraudulent business act or practice"
18 and "unfair, deceptive, untrue or misleading advertising."

19 94. Defendants knew that the Class Vehicles' VTC Actuator suffered from an
20 inherent defect, was defectively designed and/or manufactured, would fail prematurely, and
21 was not suitable for its intended use.

22 95. In failing to disclose the VTC Defect, Defendants knowingly and intentionally
23 concealed material facts and breached its duty not to do so, thereby engaging in a fraudulent
24 business act or practice within the meaning of the UCL.

25 96. Defendants were under a duty to Plaintiffs and the other Class Members to
26 disclose the defective nature of the Class Vehicles' VTC Actuator because:

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

10 97. The facts concealed or not disclosed by Defendants to Plaintiffs and the other
11 Class Members are material because a reasonable person would have considered them to be
12 important in deciding whether or not to purchase or lease Defendants' Class Vehicles, or to
13 pay less for them. Had Plaintiffs and other Class Members known that the Class Vehicles
14 suffered from the VTC Defect described herein, they would not have purchased or leased the
15 Class Vehicles or would have paid less for them.

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

19 99. Defendants' omissions of material facts, as set forth herein, also constitute
20 "unfair" business acts and practices within the meaning of the UCL, in that Defendants'
21 conduct was injurious to consumers, offended public policy, and was unethical and
22 unscrupulous. Plaintiffs are informed and believe, and based thereon allege, that despite its
23 knowledge of the VTC Defect, Honda rolled out the Class Vehicles without disclosing the
24 problem to meet its own internal schedules and revenue goals. The utility of this self-serving
25 conduct, which only benefits Honda and serves no public good, is greatly outweighed by the
26 gravity of the potential harm to consumers. Plaintiffs also assert a violation of public policy
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1 arising from Defendants' withholding of material safety facts from consumers. Defendants'
2 violation of consumer protection and unfair competition laws resulted in harm to consumers.

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

6 101. Thus, by its conduct, Defendants have engaged in unfair competition and
7 unlawful, unfair, and fraudulent business practices.

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

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

14 104. Defendants have been unjustly enriched and should be required to make
15 restitution to Plaintiffs and Class Members pursuant to sections 17203 and 17204 of the
16 Business & Professions Code.

17 **THIRD CAUSE OF ACTION**

18 (Breach of Implied Warranty pursuant to Song-Beverly Consumer Warranty Act,
19 Cal. Civ. Code §§ 1792 and 1791.1 *et seq.*, and Cal. Comm. Code §2314 on behalf
of the Nationwide Class, and alternatively, the California Sub-Class)

20 105. Plaintiffs Mary Quackenbush and Gheri Suelen hereby incorporate by
21 reference the allegations contained in the preceding paragraphs of this Complaint.

22 106. Plaintiffs Mary Quackenbush and Gheri Suelen bring this cause of action on
23 behalf of themselves and the Nationwide Class, and alternatively, the California Sub-Class.

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

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1 115. Plaintiffs are “consumers” within the meaning of 815 Ill. Comp. Stat. Ann.
2 505/1 (e).

3 116. The Illinois Consumer Fraud and Deceptive Business Practices Act (“Illinois
4 CFA”) prohibits “unfair or deceptive acts or practices, including, but not limited to the use or
5 employment of any deception, fraud, false pretense, false promise, misrepresentation or the
6 concealment, suppression or omission of any material fact, with intent that others rely upon
7 the concealment, suppression or omission of such material fact ... in the conduct of trade or
8 commerce ... whether any person has in fact been misled, deceived or damaged thereby.”
9 815 Ill. Comp. Stat. Ann. 505/2.

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

12 118. In failing to disclose the VTC Defect, Defendants knowingly and intentionally
13 concealed material facts and breached its duty not to do so, thereby engaging in a fraudulent
14 business act or practice within the meaning of the Illinois CFA.

15 119. Defendants were under a duty to Plaintiff and the other Class Members to
16 disclose the defective nature of the Class Vehicles’ VTC Actuator because:

- 17 a. Defendants were in a superior position to know the true state of facts about the
18 safety defect in the Class Vehicles’ VTC Actuators;
- 19 b. Defendants made partial disclosures about the quality of the Class Vehicles
20 without revealing the defective nature of the Class Vehicles’ VTC Actuator; and
- 21 c. Defendants actively concealed the defective nature of the Class Vehicles’ VTC
22 Actuators from Plaintiffs and Class Members at the time of sale and thereafter.

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

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

6 122. Defendants' omissions of material facts, as set forth herein, also constitute
7 "unfair" business acts and practices within the meaning of the Illinois CFA, in that
8 Defendants' conduct was injurious to consumers, offended public policy, and was unethical
9 and unscrupulous. Plaintiffs also assert a violation of public policy arising from Defendant's
10 withholding of material safety facts from consumers. Defendants' violation of consumer
11 protection and unfair competition laws resulted in harm to consumers.

12 123. Defendants' omissions of material facts, as set forth herein, also constitute
13 unlawful business acts or practices because they violate consumer protection laws, warranty
14 laws and the common law as set forth herein.

15 124. Thus, by its conduct, Defendants have engaged in unfair competition and
16 unlawful, unfair, and fraudulent business practices.

17 125. Defendants' unfair or deceptive acts or practices occurred repeatedly in
18 Defendants' trade or business and were capable of deceiving a substantial portion of the
19 purchasing public.

20 126. As a direct and proximate result of Defendants' unfair and deceptive practices,
21 Plaintiffs and Class Members have suffered and will continue to suffer actual damages.

22 127. As a direct and proximate result of Defendants' deceptive acts or practices,
23 Plaintiffs and Class Members have suffered and will continue to suffer actual damages. Since
24 Defendants' willful and knowing conduct caused injury to Plaintiffs, Plaintiffs seeks recovery
25 of actual damages, discretionary punitive damages, reasonable attorneys' fees and costs, and
26 an order enjoining Defendants' deceptive conduct, and any other just and proper relief
27 available under 815 ILCS 505/10a.
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FIFTH CAUSE OF ACTION

(Breach of Implied Warranty 810 Ill. Comp. Stat. Ann § 5/2-314 on behalf of the Nationwide Class or, in the alternative, the Illinois Sub-Class)

128. Plaintiffs Anne Pellettieri and Marissa Feeney hereby incorporate by reference the allegations contained in the preceding paragraphs of this Complaint.

129. Plaintiffs Anne Pellettieri and Marissa Feeney bring this cause of action on behalf of themselves and the Nationwide Class, and alternatively, the Illinois Sub-Class.

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

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

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

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

134. Defendants' 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 810 Ill. Comp. Stat. Ann § 5/2-314.

SIXTH CAUSE OF ACTION

(Violation of Virginia’s Consumer Protection Act VA. Code Ann §§ 59.1-196, *et. seq.* on behalf of the Nationwide Class or, in the alternative, the Virginia Sub - Class)

135. Plaintiff Caryn Prasse hereby incorporates by reference the allegations contained in the preceding paragraphs of this Complaint.

136. Plaintiff Caryn Prasse brings this cause of action on behalf of herself and the Nationwide Class, and alternatively, the Virginia Sub-Class.

137. Defendants are “supplier(s)” under Va. Code Ann. § 59.1-198.

138. The sale of the Class Vehicles to Plaintiff was a “consumer transaction” within the meaning of Va. Code Ann. § 59.1-198.

139. The Virginia Consumer Protection Act (“Virginia CPA”) lists prohibited “practices” which include: “5. Misrepresenting that goods or services have certain characteristics;” “6. Misrepresenting that goods or services are of a particular standard, quality, grade style, or model;” “8. Advertising goods or services with intent not to sell them as advertised, or with intent not to sell at the price or upon the terms advertised;” “9. Making false or misleading statements of fact concerning the reasons for, existence of, or amounts of price reductions;” and “14. Using any other deceptive, fraud, or misrepresentation in connection with a consumer transaction.” Va. Code Ann. § 59.1-200. Defendants violated the Virginia CPA by misrepresenting that the Class Vehicles had certain quantities, characteristics, ingredients, uses, or benefits; misrepresenting that Defective Vehicles were of a particular standard, quality, grade, style, or model when they were another; advertising the Class Vehicles with intent not to sell them as advertised; and otherwise “using any other deception, fraud, false pretense, false promise, or misrepresentation in connection with a consumer transaction.”

140. By failing to disclose and concealing the defective nature of the Class Vehicles’ VTC Actuators from Plaintiff and prospective Class Members, Defendants violated the Virginia CPA, as it represented that the Class Vehicles had characteristics and benefits that they do not have, represented that the Class Vehicles were of a particular standard,

1 quality, or grade when they were of another, and advertised the Class Vehicles with the intent
2 not to sell them as advertised. *See* Va. Code Ann. § 59.1-200.

3 141. Defendants' unfair and deceptive acts or practices occurred repeatedly in
4 Defendants' trade or business, were capable of deceiving a substantial portion of the
5 purchasing public, and imposed a serious safety risk on the public.

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

8 143. Defendants were under a duty to Plaintiff and the Class Members to disclose
9 the defective nature of the Class Vehicles' VTC Actuators and/or the associated repair costs
10 because:

11 144. Defendants were under a duty to Plaintiff and the other Class Members to
12 disclose the defective nature of the Class Vehicles' VTC Actuator because:

- 13 a. Defendants were in a superior position to know the true state of facts about the
14 safety defect in the Class Vehicles' VTC Actuators;
- 15 b. Defendants made partial disclosures about the quality of the Class Vehicles
16 without revealing the defective nature of the Class Vehicles' VTC Actuators; and
- 17 c. Defendant actively concealed the defective nature of the Class Vehicles' VTC
18 Actuators from Plaintiff and Class Members at the time of sale and thereafter.

19 145. By failing to disclose the VTC Defect, Defendants knowingly and
20 intentionally concealed material facts and breached its duty not to do so.

21 146. The facts concealed or not disclosed by Defendants to Plaintiff and the other
22 Class Members are material because a reasonable person would have considered them to be
23 important in deciding whether or not to purchase or lease Defendants' Class Vehicles, or to
24 pay less for them. Had Plaintiff and other Class Members known that the Class Vehicles
25 suffered from the VTC Defect described herein, they would not have purchased or leased the
26 Class Vehicles or would have paid less for them.

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1 162. Defendants concealed from and failed to disclose to Plaintiffs and Class
2 Members the defective nature of the Class Vehicles and their VTC Actuator.

3 163. Defendants were under a duty to Plaintiffs and Class Members to disclose the
4 defective nature of the Class Vehicles' VTC Actuator because:

5 a. Defendants were in a superior position to know the true state of facts about the
6 safety defect contained in the Class Vehicles' VTC Actuator;

7 b. Plaintiffs and the Class Members could not reasonably have been expected to learn
8 or discover that their VTC Actuator has a dangerous safety defect until after they
9 purchased the Class Vehicles;

10 c. Defendants knew that Plaintiffs and the Class Members could not reasonably have
11 been expected to learn about or discover the VTC Defect; and

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

14 164. The facts concealed or not disclosed by Defendants to Plaintiffs and the other
15 Class Members are material in that a reasonable person would have considered them to be
16 important in deciding whether to purchase or lease Defendants' Class Vehicles or pay less
17 for them. Had Plaintiffs and Class Members known about the defective nature of the Class
18 Vehicles' VTC Actuator, they would not have purchased or leased the Class Vehicles, or
19 would have paid less for them.

20 165. Defendants concealed or failed to disclose the true nature of the design and/or
21 manufacturing defects contained in the Class Vehicles' VTC Actuator in order to induce
22 Plaintiffs and Class Members to act thereon. Plaintiffs and the other Class Members
23 justifiably relied on Defendants' omissions to their detriment. This detriment is evident from
24 Plaintiffs' and Class Members' purchase or lease of Defendants' defective Class Vehicles.

25 166. Defendants continued to conceal the defective nature of the Class Vehicles'
26 VTC Actuator even after Class Members began to report the problems. Indeed, Defendants
27 continue to cover up and conceal the true nature of the problem today.

28

- 1 f. An order certifying the proposed Class and Sub-Classes, designating Plaintiffs as
2 named representatives of the Classes, and designating the undersigned as Class
3 Counsel;
- 4 g. A declaration that Defendants are financially responsible for notifying all Class
5 Members about the defective nature of the Class Vehicles' VTC Actuator
- 6 h. Provide any and all remedies provided pursuant to the UCL, CLRA, Virginia CPA,
7 Illinois CFA, the implied warranty laws of California, Illinois and Virginia, and
8 the common law fraud laws of California, Illinois and Virginia;
- 9 i. An award to Plaintiffs and the Classes of compensatory, exemplary, and statutory
10 damages, including interest, in an amount to be proven at trial;
- 11 j. A declaration that Defendants must disgorge, for the benefit of the Classes, all or
12 part of the ill-gotten profits it received from the sale or lease of the Class Vehicles,
13 and/or make full restitution to Plaintiffs and Class Members;
- 14 k. An award of attorneys' fees and costs, as allowed by law;
- 15 l. An award of attorneys' fees and costs pursuant to California Code of Civil
16 Procedure Section 1021.5 and any other appropriate law;
- 17 m. An award of pre-judgment and post-judgment interest, as provided by law;
- 18 n. Leave to amend the Complaint to conform to the evidence produced at trial; and
- 19 o. Such other relief as may be appropriate under the circumstances.

20 **JURY TRIAL DEMANDED**

21 Plaintiffs hereby demand a trial by jury.

22 Dated November 13, 2020

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PROOF OF SERVICE BY ELECTRONIC POSTING

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I, the undersigned say:

I am not a party to the above case and am over eighteen years old. On November 13, 2020 I served true and correct copies of the foregoing document, by posting the document electronically to the ECF website of the United States District Court for the Northern District of California, for receipt electronically by the parties listed on the Court’s Service List.

I affirm under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on November 13, 2020, at Los Angeles, California.

s/ Mark S. Greenstone
Mark S. Greenstone