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

18 DANIEL DOBBS, GREG DELANEY,
19 AND SEAN RICKARD, On Behalf Of
20 Themselves And All Others Similarly
21 Situated,

22 Plaintiffs,

23 vs.

24 AMERICAN HONDA MOTOR
25 COMPANY, INC.

26 Defendant.

CASE No. ___

CLASS ACTION

COMPLAINT

JURY TRIAL DEMANDED

1 **NATURE OF THE ACTION**

2 1. Plaintiffs Daniel Dobbs, Greg Delaney, and Sean Rickard (collectively
3 “Plaintiffs”), by their undersigned counsel, brings this class action against American
4 Honda Motor Company, Inc. (“Honda” or “Defendant”) alleging causes of action for
5 breach of express warranty, violations of the federal Magnuson-Moss Warranty Act, 15
6 U.S.C. § 2301, *et .seq.*, and for declaratory relief under the Declaratory Judgment Act,
7 28 U.S.C. § 2201 *et. seq.* Plaintiffs bring this action on their own behalf as well as on
8 behalf of similarly situated owners and lessees of 2012-2015 model year Honda vehicles
9 (“Class Vehicles”) nationwide or, alternatively, on behalf of a narrower statewide
10 subclasses of such owners. As detailed below, these Class Vehicles are defective in
11 material or workmanship in that their electrical wiring is coated with soy-based
12 insulation--a type of insulation that Honda implemented relatively recently that is
13 purportedly more environmentally friendly and less expensive than traditional electrical
14 insulation. Unbeknownst to Plaintiffs, however, a real and continuous unintended and
15 undesired consequence of this soy-based insulation material is that it attracts rodents and
16 other animals that are drawn by the soy content of the insulation, and proceed to chew
17 through the insulation and electrical wires that the insulation coats. Owners of the Class
18 Vehicles, like Plaintiffs, are then left with a disabled or otherwise improperly
19 functioning vehicle with an electrical system whose wiring has been chewed through.

20 2. This was the fate of Mr. Dobbs, whose 2012 Honda Accord had its soy-
21 based insulated wiring chewed through on two separate occasions within the span of a
22 few months, leaving Plaintiff Dobbs’ vehicle fully or partially inoperative. On both
23 occasions, Honda refused to cover under warranty the required repair and/or replacement
24 of the wiring, even though Honda’s New Vehicle Limited Warranty provides that, during
25 the 3 year/36,00 mile warranty term, “Honda will repair or replace any part that is
26 defective in material or workmanship under normal use. . . . All repairs/replacements
27 made under this warranty are free of charge.” Ex. 1 hereto [2012 Honda New Vehicle
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1 Limited Warranty], at 10. Even though Plaintiff Dobson presented his vehicle to a
2 Honda dealership within the warranty period after the wiring in his car had been chewed
3 through, rendering the vehicle inoperative, Honda refused to make the repairs or
4 replacement to the wiring under warranty, leaving Mr. Dobbs to pay for the same.
5 Worse yet, the wiring replacement that Honda performed at Mr. Dobbs' expense
6 consisted of replacing the soy-based insulated wiring with more of the same. A few
7 months later, therefore, Mr. Dobbs' car suffered the same fate, with the wiring again
8 being chewed through, causing the car's "Check Engine Light" to illuminate and the
9 vehicle to be unable to accelerate. Again, Mr. Dobbs was left to pay for the wiring
10 replacement as this was not covered by Honda. When Mr. Dobbs complained to
11 American Honda Motor Company's customer service department, he was advised by
12 Defendant that Honda did not consider this issue to constitute a defect or issue that was
13 subject to coverage under Defendant's New Vehicle Limited Warranty.

14 3. A similar fate befell Mr. Delaney, the original owner of a 2014 Honda
15 CrossTour. In early 2015, when Mr. Delaney's vehicle had approximately only 7,000
16 miles, Mr. Delaney's car noticed that wiring in his vehicle was shredded through. Upon
17 presenting his car to a factory-authorized dealership, he was advised that the wiring
18 replacement and repair would not be covered by Honda's New Vehicle Limited
19 Warranty. During the course of the repair, the dealership reportedly discovered a rabbit
20 within the car's engine compartment that apparently had chewed through the wiring, and
21 was still chewing the wiring while the car was at the dealership. Indeed, the dealership
22 took a photograph of the live rabbit chewing the wiring on Mr. Delaney's car and
23 provided it to Mr. Delaney. Mr. Delaney was charged and paid approximately \$765 for
24 the wiring replacement to his new vehicle.

25 4. Soo too, Plaintiff Sean Rickard experienced a similar situation. A resident of
26 Texas, Mr. Rickard is the original owner of a 2013 Honda Accord EX-L, which he
27 purchased on or about October 2013 at Hinshaw Honda, a factory-authorized dealership
28

1 in Auburn, Washington. On or about December 2015, when the vehicle had only about
2 19,470 miles and was still under Honda's New Vehicle Limited Warranty, Mr. Rickard
3 was alerted to something being wrong with his vehicle when he turned it on and noticed
4 that the power steering was not functioning. After having the vehicle towed to David
5 McDavid Honda, a factory-authorized dealership in Frisco, Texas, Mr. Rickard was
6 informed by the dealer that inspection of the car had revealed that the wiring harness had
7 been damaged by something chewing the soy portions of the wiring between the terminal
8 plug and the plastic loom to Electronic Power Steering ("EPS") system. However, rather
9 than providing coverage under the applicable Honda New Vehicle Limited Warranty, the
10 dealer informed Mr. Rickard that the repair would be expensive and that Mr. Rickard
11 should file an insurance claim through his insurance carrier, Allstate. Mr. Rickard did
12 so.

13 5. The dealership replaced the affected wiring harness and wiring to the tune of
14 approximately \$1,400. Mr. Rickard's insurance carrier paid the claim, but Mr. Rickard
15 was left to pay the \$500 deductible portion of his insurance claim. Honda refused to
16 offer any warranty coverage. Mr. Rickard picked up his vehicle on December 31, 2015.
17 That was bad enough. But, merely two days later, on January 2, 2016, Mr. Rickard
18 noticed a rabbit resting underneath the car and chewing the wiring from that location
19 closest to the ground without breaching the engine compartment. Upon visually
20 inspecting the car, Mr. Rickard noticed that the wiring harness had been chewed through
21 again at approximately the same spot as before merely a few days prior. This wiring is
22 located on lowest part of engine frame and has several inches of soy insulation exposed
23 outside of ribbed plastic loom. Upon conducting a brief online research, Mr. Rickard
24 came to learn that this issue was prevalent, and that Honda actually sells rodent repellent
25 tape used to wrap electric wiring in order to deal with the propensity of having this
26 wiring chewed through by rodents and other animals attracted to the soy component of
27 the wires. Neither Honda nor its dealership had used or offered to use this Honda rodent
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1 repellent tape the first time the wiring was replaced in Mr. Rickard's car. Instead, it was
2 Mr. Rickard who had to educate the dealership about the Honda rodent repellent tape
3 that he had found while researching the matter online, and Mr. Rickard provided the
4 Honda part number (#4019-2317) for this rodent-repellent electrical tape.

5 6. On or about the late afternoon of January 4, 2016 the dealership called Mr.
6 Rickard to inform him that they could replace wiring harness based on same \$1400 cost
7 that would be charged again, or that the dealer could attempt to resplice wiring with no
8 warranty, estimating to cost \$300 in labor charge. Mr. Rickard contacted Honda
9 Customer Service to complain about this turn of events. Honda declined to cover the
10 replacement of the wiring harness, and instead agreed only to have its dealer resplice the
11 wiring and cover it with the rodent repellent tape (that the dealer had not used as part of
12 the first repair) and waive the approximately \$200 resulting remaining labor cost as one-
13 time goodwill gesture. The net result is that, as a result of the defective wiring in his car
14 and Honda's refusal to cover the replacement of the same, Mr. Rickard incurred an
15 original replacement and repair of approximately \$1,400 of which his insurance carrier
16 covered only \$900, and also now has a car with respliced wiring rather than a
17 replacement wiring harness and wiring.

18 7. Because Honda has taken this action and refusal to replace the defective
19 wiring material under warranty in the Class Vehicles, and because this defect is
20 prevalent and common across all Class Vehicles, Plaintiffs now bring this class action
21 seeking: declaratory relief on behalf of all owners of the Class Vehicles that the soy-
22 based insulated wires in the Class Vehicles are defective in material or workmanship
23 and, therefore, are subject to coverage under Honda's New Vehicle Limited Warranty;
24 monetary relief as redress for Honda's breach of its express warranty for those Class
25 Vehicle owners who have suffered the chewed through wiring during the term of
26 Honda's New Vehicle Limited Warranty; monetary and equitable relief for Honda's
27 violations of the federal Magnuson-Moss Warranty Act in connection with Defendant's
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1 failure to implement or honor the terms of its New Vehicle Limited Warranty; as well as
2 an award of attorneys' fees and costs.

3
4 **JURISDICTION & VENUE**

5 8. This Court has subject-matter jurisdiction over all counts of this complaint.
6 The Court has subject-matter jurisdiction over Count I, alleging a claim for breach of
7 express warranty, under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(2) because
8 the matter in controversy exceeds the sum or value of \$5 million, exclusive of interest
9 and costs, and is a class action in which members of a putative class are of a diverse
10 citizenship (states nationwide or Wyoming, Arizona, and Texas) from Defendant's
11 citizenship (California). In addition, this Court has subject-matter jurisdiction over
12 Count III of this complaint pursuant to 28 U.S.C. § 1331 because that claim raises a
13 federal question under the federal Magnuson-Moss Warranty Act. Count I of this Class
14 Action Complaint alleges a claim under the federal Declaratory Judgment Act, and this
15 Court has supplemental subject-matter jurisdiction over that count pursuant to 28 U.S.C.
16 § 1367 because it arises from and shares a common nucleus of operative facts or law
17 with the remaining counts over which this Court does have subject-matter jurisdiction
18 under 28 U.S.C. §§ 1331 or 1332(d).

19 9. Venue in this judicial district is also proper as Honda is a resident of this
20 judicial district, and has its principal place of business within this judicial district.
21 Honda distributes and injects vehicles within the stream of commerce into this district.
22 Venue in this judicial district is, therefore, proper under 28 U.S.C. § 1391.

23
24 **PARTIES AND THEIR EXPERIENCES**

25 10. Plaintiff Daniel Dobbs is a resident of Wyoming, and the original owner
26 of a 2012 Honda Accord automobile, which he purchased on August 2, 2012 at Honda of
27 Clear Lake, a Honda-factory authorized dealership in Webster, Texas. Mr. Dobbs
28

1 moved to Wyoming, to where his 2012 Honda Accord was also moved on October 2014.
2 In February 2014 when Dobbs' car had approximately 26,577 miles and after the vehicle
3 had been parked for about 5 hours following a drive, Mr. Dobbs found that the car would
4 start but would not move either in forward or reverse when the gas pedal was pushed.
5 Upon looking under the hood, Plaintiff Dobbs found that a number of wires appeared cut
6 on the throttle body assembly. Mr. Dobbs had the car towed to the nearest Honda
7 dealership about 80 miles away, Rushmore Honda in Rapid City, South Dakota. The
8 dealership replaced and repaired the wiring at Mr. Dobbs' expense rather than under
9 warranty, even though Dobbs' car was within Honda's New Vehicle Limited Warranty's
10 3 year/36,000 mile term. Plaintiff was charged \$177.00 for this repair work, in addition
11 to incurring the towing charges. A copy of the dealership's invoice documenting the
12 charges and the work performed is attached hereto as Exhibit 2. When he picked up the
13 vehicle from the dealership, Mr. Dobbs was assured that the wiring issue would not
14 happen again.

15 11. Mr. Dobbs' relief was short-lived. A few months later, in November 2015,
16 when Mr. Dobbs' car had logged only 35,825 miles approximately, Plaintiff Dobbs
17 again experienced the same issue and again towed the car to the same Honda factory-
18 authorized dealership. Once again, the dealership found that the car's throttle body
19 wires had been chewed through as before. The dealership repaired and replaced the
20 wires, this time wrapping them in "mouse deterrent tape" that Honda dealers had begun
21 selling in response to repeated customer complaints of their vehicles' soy-based wiring
22 being chewed through. Yet again, Honda refused any warranty coverage, and Mr. Dobbs
23 was billed for and paid another \$94.00 for this second electrical wiring repair. A copy of
24 the dealership's invoice for that repair, documenting the electrical wiring being chewed
25 through and repaired yet again is attached hereto as Exhibit 3.

26 12. Mr. Dobbs called Honda's toll-free customer service line to complain about
27 his experience with the repeated electrical wiring being chewed through. After a lengthy
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1 conversation with Honda Customer Service, Honda's personnel informed Plaintiff that
2 Honda did not consider this to be an issue or defect in the car within the meaning of
3 Honda's New Vehicle Limited Warranty.

4 13. Plaintiff Greg Delaney's experience is similar. A resident of Arizona, Mr.
5 Delaney is the original owner of a 2014 Honda CrossTour that he purchased from a
6 Honda factory-authorized dealership on or about March 2015. In or about January 2015
7 when the vehicle had only 7,000 miles approximately, Mr. Delaney noticed that the
8 wiring in his car had been chewed through. He presented the car to his factory-
9 authorized dealership in Arizona, and was advised that the wiring replacement and repair
10 would not be covered under Honda's New Vehicle Limited Warranty. Having no
11 choice, Mr. Delaney left his vehicle at the dealership for the required repair. The Honda
12 New Vehicle Limited Warranty covering Mr. Delaney's 2014 Honda vehicle has the
13 same coverage language regarding Honda's obligation to "repair or replace any part that
14 is defective in material or workmanship under normal use" as is found the warranty
15 covering the vehicles of the other named plaintiffs and absent class members. *See Ex. 5*
16 hereto [Honda Warranty for 2014 Honda Vehicles] , at 9.

17 14. After several days, the dealership found a live rabbit still chewing through
18 the wiring in Mr. Delaney's vehicle, and provided Mr. Delaney with a photograph of the
19 live animal chewing the wiring in the car. Mr. Delaney was charged and paid
20 approximately \$765 for the repair.

21 15. The experience of Plaintiff Sean Rickard is also similar. Mr. Rickard is the
22 original owner of a 2013 Honda Accord EX-L, which he purchased on or about October
23 2013 at Hinshaw Honda, a factory-authorized dealership in Auburn, Washington. On or
24 about December 2015, while the vehicle was still under Honda's New Vehicle Limited
25 Warranty, Mr. Rickard was alerted to something being wrong with his vehicle when he
26 turned it on and noticed that the power steering was not functioning. After having the
27 vehicle towed to David McDavid Honda, a factory-authorized dealership in Frisco,
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1 Texas, Mr. Rickard was informed by the dealer that inspection of the car had revealed
2 that the wiring harness had been damaged by something chewing the soy portions of the
3 wiring between the terminal plug and the plastic loom to Electronic Power Steering
4 (“EPS”) system. However, rather than providing coverage under the applicable Honda
5 New Vehicle Limited Warranty, the dealer informed Mr. Rickard that the repair would
6 be expensive and that Mr. Rickard should file an insurance claim through his insurance
7 carrier, Allstate. Mr. Rickard did so. Mr. Rickard’s 2013 Honda Accord EX-L is
8 covered by a Honda New Vehicle Limited Warranty that has the same coverage
9 language regarding Honda’s obligation to “repair or replace any part that is defective in
10 material or workmanship under normal use” as is found the warranty covering the
11 vehicles of the other named plaintiffs and absent class members. *See Ex. 6 hereto*
12 [*Honda Warranty for 2013 Honda Vehicles*] , at 9.

13 16. The dealership replaced the affected wiring harness and wiring to the tune of
14 approximately \$1,400. Mr. Rickard’s insurance carrier paid the claim, but Mr. Rickard
15 was left to pay the \$500 deductible portion of his insurance claim. Honda refused to
16 offer any warranty coverage. Mr. Rickard picked up his vehicle on December 31, 2015.
17 That was bad enough. But, merely two days later, on January 2, 2016, Mr. Rickard
18 noticed a rabbit resting underneath the car and chewing the wiring from that location
19 closest to the ground without breaching the engine compartment. Upon visually
20 inspecting the car, Mr. Rickard noticed that the wiring harness had been chewed through
21 again at approximately the same spot as before merely a few days prior. This wiring is
22 located on lowest part of engine frame and has several inches of soy insulation exposed
23 outside of ribbed plastic loom. Upon conducting a brief online research, Mr. Rickard
24 came to learn that this issue was prevalent, and that Honda actually sells rodent repellent
25 tape used to wrap electric wiring in order to deal with the propensity of having this
26 wiring chewed through by rodents and other animals attracted to the soy component of
27 the wires. Neither Honda nor its dealership had used or offered to use this Honda rodent
28

1 repellent tape the first time the wiring was replaced in Mr. Rickard's car. Instead, it was
2 Mr. Rickard who had to educate the dealership about the Honda rodent repellent tape
3 that he had found while researching the matter online, and Mr. Rickard provided the
4 Honda part number (#4019-2317) for this rodent-repellent electrical tape.

5 17. On or about the late afternoon of January 4, 2016 the dealership called Mr.
6 Rickard to inform him that they could replace wiring harness based on same \$1400 cost
7 that would be charged again, or that the dealer could attempt to re-splice wiring with no
8 warranty, estimating to cost \$300 in labor charge. Mr. Rickard contacted Honda
9 Customer Service to complain about this turn of events. Honda declined to cover the
10 replacement of the wiring harness, and instead agreed only to have its dealer resplice the
11 wiring and cover it with the rodent repellent tape (that the dealer had not used as part of
12 the first repair) and waive the approximately \$200 resulting remaining labor cost as one-
13 time goodwill gesture. The net result is that, as a result of the defective wiring in his car
14 and Honda's refusal to cover the replacement of the same, Mr. Rickard incurred an
15 original replacement and repair of approximately \$1,400 of which his insurance carrier
16 covered only \$900, and also now has a car with respliced wiring rather than a
17 replacement wiring harness and wiring.

18 18. Defendant American Honda Motor Company, Inc. is a corporation
19 organized under the laws of the State of California, and having its principal place of
20 business at 1919 Torrance Boulevard in Torrance, California. Defendant American
21 Honda Motor Company, Inc. was established in 1959 as the first overseas subsidiary of
22 Honda Motor Co., Ltd., a Japanese corporation. Defendant is responsible for injecting
23 Honda vehicles into the U.S. stream of commerce—a task it performs through a network
24 of thousands of Honda-authorized automobile dealers in the United States. Defendant is
25 responsible for the pre and post-sale marketing of Honda automobiles throughout the
26 United States, as well as the distribution of the same.

27 19. As alleged in Paragraphs 1 and 7 *supra*, Honda does not cover the damage
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1 to its soy-based insulated wiring under its New Vehicle Limited Warranty and has
2 publicly announced that the soy-based insulated wiring in its Class Vehicles does not
3 present a defect in material or workmanship that gives rise to coverage under Honda's
4 New Vehicle Limited Warranty. This, despite the fact that Honda's warranty provides
5 unambiguously that:

6 Honda will repair or replace any part that is defective in material or
7 workmanship under normal use. . . . All repairs/replacements made under
8 this warranty are free of charge.”

9 Ex. 1 hereto [2012 Honda New Vehicle Limited Warranty], at 10

10 20. Moreover, in preceding introductory sections of its New Vehicle Limited
11 Warranty, Honda purports to assure consumers that its warranty coverage will be
12 interpreted expansively so as to assure customer satisfaction when defects in material or
13 workmanship do arise during the warranty's durational term:

14 Your complete satisfaction with your Honda automobile is our main goal.
15 All personnel at Honda automobile dealerships are thoroughly trained to
16 provide the best service for your vehicle.

17 *Id.*, at 2.

18 21. Honda's written warranty booklet also advises customers that:

19 We recognize that, on some occasions, a customer will not be totally
20 satisfied with a dealer's decision or actions in Step 1. If this is the case, you
21 should call or write Honda Automobile Customer Service Center. The
22 address and telephone number are on the inside front cover. . . . The staff of
23 the Automobile Customer Service Center are interested in working with you
24 and the dealership to find a satisfactory solution.

25 *Id.*

26 22. Of course, Plaintiffs resorted to the very procedures set forth in his Honda
27 warranty booklet, but received denials at every turn from Honda. All Plaintiffs brought
28 their vehicles for repair to a Honda factory-authorized dealership, but the dealers refused
to make the electrical wiring repair under warranty. When Plaintiff Dobbs brought his
vehicle in for the same problem and repair to the same dealership months later and was

1 again refused any warranty coverage, Mr. Dobbs telephonically contacted Honda's
2 Automobile Customer Service Center as his warranty booklet had advised. But, rather
3 than "working with you and the dealership to find a satisfactory solution," as Honda's
4 warranty booklet had assured would happen, Honda informed Plaintiff Dobbs that the
5 electrical wiring material defect was not subject to coverage under Honda's New Vehicle
6 Limited Warranty.

7
8 **THE DEFECTIVE SOY-BASED ELECTRICAL WIRING AND HONDA'S**
9 **KNOWLEDGE OF THE DEFECT**

10 23. Electrical wiring is ubiquitous in modern automobiles, as the wiring is an
11 integral part of the vehicles' electrical systems that form part of the vehicles' various
12 systems and components. Until relatively recently, such wiring used to be made from
13 conducting material, like copper or other metal conductors, and was coated or covered
14 with a plastic or glass-based insulator in the parts of the wire that were not to form
15 electrical connections (usually all the wiring other than its terminal points where
16 connectors were placed to connect two or more wires together). This plastic or glass-
17 based insulation was derived from petroleum.

18 24. More recently, however, a number of car manufacturers, including
19 Defendant, began replacing the insulation covering its vehicles' wiring with soy-based
20 insulators instead of the traditional plastic insulators. This soy-based insulated wiring
21 was touted as being more "environmentally friendly" due to, *inter alia*, the
22 biodegradable nature of the soy-based insulation as compared to the traditional plastic
23 insulation. Upon information and belief, the soy-based insulated wiring was also
24 cheaper to manufacture than the previous traditional plastic insulation. No regulation in
25 the United States requires the use of such soy-based insulated wiring.

26 25. Perhaps the foremost function and quality that electrical wiring in an
27 automobile must have is that the wire must remain intact so that the circuitry that the
28

1 wiring is employed to complete and connect can, indeed, function. Wiring within a
2 circuit that does not remain intact, but that is instead cut or chewed through, results in
3 electrical circuits not being closed or completed and worse yet, in possible arching or
4 other electrical malfunctions. In either case, the result is that the electrical components
5 which the wiring was connecting will fail to operate.

6 26. The selection of soy-based insulation wiring material, however, was ill-
7 suited to perform its intended function. This is because, unlike the traditional plastic
8 insulation material that had existed in vehicles for many years, the more recent soy-
9 based insulated wiring material had the unintended and undesired consequence of being
10 a material that was highly attractive to rodents and animals. The soy content in the
11 wiring insulation attracts these rodents or animals and, having been attracted by this
12 material, the animals chew through the wiring. The soy-based insulated wiring is,
13 therefore, defective in material, and it results in a defect in workmanship because the
14 electrical circuits that this wiring was designed to connect do not end up operating at all
15 or as intended once the soy-based wiring is chewed through. This, in fact, was the very
16 fate suffered by Plaintiff twice when the soy-based insulated wiring next to the throttle
17 body of his 2012 Honda Accord were chewed through, thereby disabling the normal
18 operating and workmanship of the car, and causing it to not be able to be moved forward
19 or backwards at any reasonable speed.

20 27. As Honda's New Vehicle Limited Warranty makes expressly clear, that
21 warranty provides for the repair and/or replacement at no charge to the consumer of "any
22 part that is defective in material or workmanship under normal use." Ex. 1 hereto, at 10.
23 Despite this clear directive, Honda has taken the position that its warranty does not cover
24 the repair or replacement of soy-based insulated wiring in its cars that, due to its very
25 material, has been chewed through causing the vehicle to not work as intended.

26 28. That soy-based insulated wiring used in cars poses this defect in material or
27 workmanship is widely known within the automotive industry generally, and to Honda
28

1 specifically. Indeed, by way of example, a television newscast in August 2013, reported
2 on the fate of car owners across the country whose vehicles were equipped with this soy-
3 based insulated wiring and, as a result, had the wiring chewed through. As that
4 television news report explained:

5 It turns out a number of car brands have wiring that is tasty to rodents,
6 according to Connecticut Watchdog, CarTalk and a number of automotive
7 blogs.

8 Mechanic Marc Duebber said many automakers have moved to
9 biodegradable, soy-based wiring insulation in the past 10 years. It won't last
10 forever in landfills, like older plastic wiring.

11 It's great for the environment, but even better for hungry mice and squirrels.

12 "They are drawn to it, therefore they are chewing and eating it," Duebber
13 said. "And we are finding nests created in the upper plenums (fresh air
14 intakes). "

15 He showed an air filter that mice recently turned into a nest, using bits of
16 wiring insulation.

17 Ex. 4 hereto (WCBO 5 Cleveland New Report entitled "Biodegradable, soy-based wiring
18 insulation in some cars appealing to rodents, causing trouble.").

19 29. Perhaps most damning or pertinent for purposes of this action, however, is
20 that news report's additional revelation with respect to Honda. That news report
21 documented that, aware of the problems caused by this soy-based insulated wiring,
22 Honda dealerships had begun stocking and selling purportedly mouse-repellent electrical
23 tape to cover the wiring so that it would not be chewed through by rodents:

24 Some automakers are responding. Honda dealers now sell rolls of
25 anti-rodent tape for wires, that can be used on any car, not just
26 Hondas.

27 *Id.*

28 30. Indeed, that very "mouse repellent tape" that the news report documents
was now being sold by Honda dealerships is what Mr. Dobbs Honda dealership used

1 when it repaired the chewed-through wiring in Plaintiff Dobbs' 2012 Honda Accord the
2 second time it was brought in for repair of its chewed-through wiring. The invoice for
3 that repair documents the mechanics notes that, "found throttle body wires chewed
4 through again repaired wires and wrapped in mouse deterrent tape." Ex. 3 hereto, at p.1.

5 31. The very notion that Honda dealers are stocking and selling "mouse
6 deterrent tape" and that Honda dealerships' mechanics are applying that "mouse
7 deterrent tape" to wrap the soy-based insulated wiring in Honda vehicles like Mr.
8 Dobbs' Honda Accord, in order to prevent further mouse chewing of the soy-based
9 insulated wiring is an acknowledgement of the defective nature of this soy-based
10 insulated wiring material for its intended use.

11 32. Rather than selling this "mouse deterrent tape" to aggrieved Honda owners
12 like Plaintiff, Honda had an obligation to, under Honda's own warranty, repair or
13 replace the wiring or to wrap it with the very "mouse deterrent tape" that Honda dealers
14 stock. Honda, however, has not done so. Instead, it has turned this defective soy-based
15 insulated wiring into another source of income for Honda and its dealers by charging
16 aggrieved vehicle owners for repairs or parts to deal with the adverse consequences of
17 the very defective soy-based insulated wiring that Honda should have covered under
18 warranty in the first place.

19 33. Even a cursory online search for soy-based insulated wiring in Honda
20 vehicles reveals a wealth of complaints by owners of Class Vehicles across the country
21 who have suffered the same fate as Mr. Dobbs—having their vehicles' soy-based wiring
22 chewed through by rodents, and having Honda refuse to cover the repair under warranty.
23

24 **CLASS ACTION ALLEGATIONS**

25 34. Pursuant to Federal Rule of Civil Procedure 23, Plaintiffs bring this action
26 as a class action on behalf of themselves and all other similarly situated owners and
27 lessees of 2012-2015 Honda vehicles in the United States. With respect to Count I of
28

1 this class action complaint, with Honda having declared that this soy-based wiring does
2 not present a defect in material or workmanship that is subject to coverage under
3 Honda's New Vehicle Limited Warranty, and with the prevalence of such wiring being
4 chewed through, all such class members are entitled to a declaratory judgment under the
5 Declaratory Judgment Act, 28 U.S.C. § 2201 et. seq. that Honda's soy-based insulated
6 wiring in its Class Vehicle is, indeed, defective in material or workmanship and,
7 therefore, subject to coverage under Honda's New Vehicle Limited Warranty. With
8 respect to Counts II and III, seeking, *inter alia*, monetary relief for Honda's breach of its
9 express warranty (the Honda New Vehicle Limited Warranty) and for Honda's violation
10 of the federal Magnuson-Moss Warranty Act, all class members whose vehicles
11 experienced this chewed wiring and had this damage repaired at a Honda factory-
12 authorized dealership in the U.S. at the class members' own expense during the
13 durational term of the warranty, are entitled to monetary relief.

14 35. In the event that the Court were to determine that a nationwide class was
15 not certifiable with respect to any of the counts asserted in this class action complaint,
16 Plaintiffs seek in the alternative to certify a statewide or other narrower class with
17 respect to any such count. Plaintiffs further reserve the right to seek certification of a
18 different class definition, as discovery or other case circumstances warrant.

19 36. Although the exact number of class members is presently unknown,
20 Plaintiffs are informed and believes that thousands of 2012-2015 model year Honda
21 automobiles have been sold or leased in the United States and all such vehicles are
22 equipped with the soy-based insulated wiring, and all are subject to a New Vehicle
23 Limited Warranty containing the same pertinent language as to defects in material and
24 workmanship that is found in the Honda warranty covering Plaintiffs' vehicles.
25 Therefore, a class comprising even a fraction of the owners or lessees of these vehicles
26 would readily satisfy the numerosity requirement for class certification. The members of
27 the class are so numerous that joinder of all members is impracticable.

1 37. Class certification is also appropriate because there is an identifiable class
2 on whose behalf this class action would be prosecuted. Specifically, with respect to
3 Count I, Plaintiffs seek to represent classes of all owns and lessees of the 2012-2015
4 Honda vehicles in the United States. Upon information and belief, all of these vehicles
5 were manufactured with the soy-based insulated wiring that is alleged to be defective.
6 All these owners and lessees are ascertainable by reference to their ownership records or
7 vehicle registration documentation. Further, with respect to Counts II and III, which
8 seek to provide monetary redress to those class members whose Class Vehicles suffered
9 the chewed through soy-based insulated wiring and paid to repair that damage at a
10 Honda dealership during the durational term that their Honda New Vehicle Limited
11 Warranty was in effect (instead of having Honda cover the repair free of charge under
12 the warranty), these class members are also identifiable and ascertainable based on the
13 repair invoices of Honda's factory-authorized dealerships. As documented in Mr.
14 Dobbs' repair orders, the dealerships document in writing Mr. Dobbs' identifying
15 information and that his Class Vehicle suffered the chewed-through wiring, as well as
16 the payment that Mr. Dobbs made for the repair even while his vehicle was within the
17 durational limit of Honda's New Vehicle Limited Warranty. *See, e.g., Ex. 2 hereto.*

18 38. Class certification is also appropriate because there are questions of fact
19 and/or law that are common to the class members, and that predominate over any issues
20 that may affect only individual members of the class. Among these predominating
21 common questions of fact and/or law are:

- 22 a. Whether Defendant is responsible for injecting allegedly defective
23 vehicles in to the United States' stream of commerce;
- 24 b. Whether the Class Vehicles are equipped with soy-based insulated
25 wiring that amounts to a defect in material or workmanship that is
26 subject to coverage under Honda's New Vehicle Limited Warranty;
- 27 c. Whether Honda has failed to honor its legal obligation to repair or
28

1 replace the allegedly defective soy-based insulated wiring in the Class
2 Vehicles as it was required to do under the terms of its New Vehicle
3 Limited Warranty;

4 d. Whether class members are entitled to the relief sought, and if so, the
5 proper scope and measure of such relief.

6 39. Plaintiffs' claims are typical of the claims of the absent class members in
7 that Plaintiffs, like all the absent class members, claim that they are owners or lessees of
8 a Class Vehicle whose soy-based insulated wiring was defective in material and
9 workmanship and that defect should have been subject to coverage under Honda's New
10 Vehicle Limited Warranty, but such coverage was rejected by Honda. Plaintiffs are
11 members of the Class they seek to represent. The claims Plaintiffs advance on their own
12 behalf are identical to the claims asserted on behalf of the members of the class that
13 Plaintiffs seek to represent.

14 40. Plaintiffs are adequate class representatives in that, as members of the
15 Class they seek to represent, Plaintiffs' interests are entirely aligned with those of the
16 class. There are no individual conflicts that prevent Plaintiffs from adequately
17 representing the class. Plaintiffs have also retained competent counsel experienced in
18 class action litigation.

19 41. Class certification is proper because Honda has acted or refused to act on
20 grounds generally applicable to the entire class. Specifically, Honda has injected into the
21 stream of commerce the allegedly defective 2012-2015 model year Honda automobiles,
22 but has proclaimed that the alleged defect in material or workmanship of the soy-based
23 insulated wiring in these Class Vehicles is not subject to warranty coverage. Absent a
24 class action, there would be a risk of inconsistent rulings with respect to Honda's duties
25 to each of the thousands of putative class members.

26 42. A class action presents a superior form of adjudication over individual
27 litigation. The costs of litigating this action against a large and sophisticated defendant
28

1 like Honda in comparison to the recovery or relief sought would make individual
2 litigation impracticable. In addition, forcing individual litigation would risk the result of
3 inconsistent rulings with respect to Honda's duties owed to the various vehicle owners
4 and lessees.

5 43. A class action is manageable. The proposed class represents an
6 identifiable community that can be readily identified, and the relief sought is one that can
7 be overseen by the Court.

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9
10
11 **COUNT I**
12 **(DECLARATORY JUDGMENT ACT, 28 U.S.C. §2201(a), et. seq.)**

13 44. Plaintiffs hereby incorporate by reference each and every allegation of this
14 class action complaint with the same force and effect as if it had been fully restated
15 herein.

16 45. The Class Vehicles owned or leased by Plaintiffs and the putative class
17 members all were initially sold or leased with an accompanying express warranty issued
18 by Defendant known as the Honda New Vehicle Limited Warranty. Copies of that
19 warranty covering Plaintiffs' cars, which in all matters pertinent to this action is identical
20 across all Class Vehicles, are attached hereto as Exhibits 1, 5, and 6.

21 46. The Honda New Vehicle Limited Warranty provides in pertinent part that:
22 Honda will repair or replace any part that is defective in material or
23 workmanship under normal use. . . . All repairs/replacements made
24 under this warranty are free of charge.
25 Ex. 1 hereto [2012 Honda New Vehicle Limited Warranty], at 10; Ex. 5 hereto [2014
26 Honda New Vehicle Limited Warranty], at 9 (same language); Ex. 6 hereto [2013 Honda
27 New Vehicle Limited Warranty], at 6 (same language).

28 47. All Class Vehicles are equipped with soy-based insulated wiring. For the

1 reasons detailed in this class action complaint, this soy-based insulated wiring is
2 defective in material or workmanship under normal use because soy-based material
3 comprising the wiring or its insulation attracts rodents or other animals that then chew
4 through the wiring. The soy-based material comprising the wiring or its insulation is
5 therefore unfit to achieve wiring's purpose, and once chewed through, the wiring fails in
6 its workmanship because it no longer is able to achieve its intended electrical function.

7 48. The soy-based insulated wiring in Plaintiffs' own Class Vehicles
8 experienced this defect in material and workmanship during the durational term of
9 Honda's New Vehicle Limited Warranty. The soy-based material comprising the
10 insulated wiring in Plaintiffs' Class Vehicles attracted rodents or other animals that
11 chewed through the wiring in Plaintiffs' Class Vehicle, leaving partially inoperable
12 during the term of the Honda New Vehicle Limited Warranty.

13 49. Countless other class members have experienced the same fate as Plaintiff
14 in their Class Vehicles, and countless others will experience this same fate during the
15 term of the Honda New Vehicle Limited Warranty.

16 50. Despite Plaintiffs' experiences and that of countless other class members,
17 and despite the express terms of Honda's own New Vehicle Limited Warranty, Honda
18 has taken the position, over Plaintiffs' objection, that the soy-based insulated wiring in
19 Class Vehicles does not amount to a defect in material or workmanship that is subject to
20 coverage under Honda's New Vehicle Limited Warranty.

21 51. As a result, a real controversy or dispute exists between, on the one hand,
22 Plaintiffs and the class members, and on the other hand, Defendant, regarding
23 Defendant's duties and Plaintiffs' and the class members' rights with respect to
24 obtaining coverage under the Honda New Vehicle Limited Warranty for the allegedly
25 defective soy-based insulated wiring in the Class Vehicles.

26 52. Not only will a determination and declaration of whether the soy-based
27 insulated wiring in the Class Vehicles is subject to coverage under Honda New Vehicle
28

1 Limited Warranty impact the rights of class members to have their repairs reimbursed or
2 covered by Defendant, but such a determination will also impact the value of each Class
3 Members' purchase or lease of a Class Vehicle. An express warranty that, by its terms,
4 purports to cover defects in material or workmanship but is then interpreted not to cover
5 soy-based insulated wiring that is alleged to be defective is worth less than an identically
6 worded warranty that is interpreted to cover that allegedly defective soy-based wiring.

7 53. As a result of the controversy and dispute as to warranty coverage between
8 Plaintiff (and the class members) and Defendant, Plaintiffs are entitled to and do seek a
9 declaratory judgment as to Plaintiffs' and the class members' rights to obtain warranty
10 coverage from Defendant under Honda's New Vehicle Limited Warranty for any
11 damage, during the durational term of Honda's New Vehicle Limited Warranty, caused
12 by the allegedly defective soy-based insulated wiring in the Class Vehicles.

13 54. Pursuant to 28 U.S.C. § 2202 of the Declaratory Judgment Act, which
14 provides that "[f]urther necessary or proper relief based on a declaratory judgment or
15 decree may be granted, after reasonable notice and hearing, against any adverse party
16 whose rights have been determined by such judgment," Plaintiffs also seek as part of this
17 Declaratory Judgment Act count, an Order declaring that Plaintiffs' action has conferred
18 a common benefit to the class members entitling Plaintiffs and their counsel to an award
19 of attorneys' costs or fees for conferring the same.

20
21 **COUNT II**
22 **(BREACH OF EXPRESS WARRANTY)**

23 55. Plaintiffs hereby incorporate by reference each and every allegation of this
24 class action complaint with the same force and effect as if it had been fully restated
25 herein.

26 56. The Class Vehicles owned or leased by Plaintiffs and the putative class
27 members all were initially sold or leased with an accompanying express warranty issued
28

1 by Defendant known as the Honda New Vehicle Limited Warranty. Copies of the
2 warranties covering Plaintiffs' car, which in all matters pertinent to this action are
3 identical across all Class Vehicles, are attached hereto as Exhibits 1, 5, and 6.

4 57. The Honda New Vehicle Limited Warranty provides in pertinent part that:
5 Honda will repair or replace any part that is defective in material or
6 workmanship under normal use. . . . All repairs/replacements made
7 under this warranty are free of charge.

8 Ex. 1 hereto [2012 Honda New Vehicle Limited Warranty], at 10; Ex. 5 hereto [2014
9 Honda New Vehicle Limited Warranty], at 9 (same language); Ex. 6 hereto [2013 Honda
10 New Vehicle Limited Warranty], at 9 (same language).

11 58. All Class Vehicles are equipped with soy-based insulated
12 wiring. For the reasons detailed in this class action complaint, this soy-based insulated
13 wiring is defective in material or workmanship under normal use because soy-based
14 material comprising the wiring or its insulation attracts rodents or other animals that then
15 chew through the wiring. The soy-based material comprising the wiring or its insulation
16 is therefore unfit to achieve wiring's purpose, and once chewed through, the wiring fails
17 in its workmanship because it no longer is able to achieve its intended electrical function.

18 59. The soy-based insulated wiring in Plaintiffs' own Class Vehicles
19 experienced this defect in material and workmanship during the durational term of
20 Honda's New Vehicle Limited Warranty. The soy-based material comprising the
21 insulated wiring in Plaintiffs' Class Vehicles attracted rodents or other animals that
22 chewed through the wiring in Plaintiffs' Class Vehicles, leaving them partially
23 inoperable during the term of the Honda New Vehicle Limited Warranty.

24 60. Countless other class members have experienced the same fate as Plaintiffs
25 in their Class Vehicles, and countless others will experience this same fate during the
26 term of the Honda New Vehicle Limited Warranty.

27 61. Despite Plaintiffs' experiences and that of countless other class members,
28 and despite the express terms of Honda's own New Vehicle Limited Warranty, Honda

1 has taken the position, over Plaintiffs' objection, that the soy-based insulated wiring in
2 Class Vehicles does not amount to a defect in material or workmanship that is subject to
3 coverage under Honda's New Vehicle Limited Warranty. Plaintiffs, therefore, were
4 charged and paid for the repair or replacement of the allegedly defective soy-based
5 insulated wiring in their cars that was chewed through by a rodent or animal and that,
6 therefore, left their vehicles inoperable. This, despite the fact, that when this problem
7 initially arose and Plaintiffs brought their vehicles for repair to a Honda factory-
8 authorized dealership, the vehicles were within the age and mileage durational limits of
9 Honda's New Vehicle Limited Warranty.

10 62. Honda's failure to cover under warranty the repair or replacement of the
11 allegedly defective soy-based insulated wiring when Plaintiffs' cars were presented to a
12 Honda dealership for such repair during the durational term of the warranty, amounts to
13 a material breach of Honda's obligations under the Honda New Vehicle Limited
14 Warranty.

15 63. As a direct, proximate, and foreseeable result of Honda's material breach of
16 its New Vehicle Limited Warranty, Plaintiffs and all class members whose vehicles
17 experienced chewed through soy-based insulated wiring in their cars that were brought
18 for repairs to a Honda dealership during the term of the warranty but were not afforded
19 coverage for that repair under that warranty were all injured by, *inter alia*, having had to
20 pay for that repair themselves instead of having that repair made free of charge, as was
21 called for under the Honda New Vehicle Limited Warranty.

22
23 **COUNT III**
24 **(VIOLATION OF FEDERAL MAGNUSON-MOSS WARRANTY ACT, 15 U.S.C.**
25 **§ 2301, et. seq.).**

26 64. Plaintiffs hereby incorporate by reference each and every allegation
27 of this class action complaint with the same force and effect as if it had been fully
28

1 restated herein.

2 65. Honda is a “warrantor” within the meaning of the federal Magnuson-
3 Moss Warranty Act.

4 66. Plaintiffs and each of the putative class members are “consumers” within
5 the meaning of the federal Magnuson-Moss Warranty Act.

6 67. Honda has issued a written warranty, known as the Honda New Vehicle
7 Limited Warranty, applicable to all Class Vehicles when initially sold or leased that has
8 a duration extending to the earlier of 3 years or 36,000 miles covering the Class
9 Vehicles. Through this warranty Honda warrants, in pertinent part, that “Honda will
10 repair or replace any part that is defective in material or workmanship under normal use.
11 . . . All repairs/replacements made under this warranty are free of charge.” Ex. 1 hereto
12 [2012 Honda New Vehicle Limited Warranty], at 10; Ex. 5 hereto [2014 Honda New
13 Vehicle Limited Warranty], at 9 (same language); Ex. 6 hereto [2013 Honda New
14 Vehicle Limited Warranty], at 9 (same language).

15 68. In fact, contrary to the representations of its New Vehicle Limited
16 Warranty, Honda has since proclaimed publicly and told Plaintiffs that the defect in
17 material or workmanship to the soy-based insulated wiring in the Class Vehicles that is
18 described in this class action complaint (and that Plaintiffs experienced) is not subject to
19 coverage under Honda’s New Vehicle Limited Warranty.

20 69. Prior to commencing this suit, Plaintiffs notified Honda of the alleged
21 defect and provided Honda an opportunity to cure the same under the Honda New
22 Vehicle Limited Warranty, but Honda has not done so (and, in fact, expressly refused to
23 do so).

24 70. Under 15 U.S.C. § 2310(d)(1), Plaintiffs, as consumers “who [are]
25 damaged by the failure of a supplier, warrantor, or service contractor to comply with any
26 obligation under this chapter, or under a written warranty, implied warranty, or service
27 contract, may bring suit for damages and other legal and equitable relief.” 15 U.S.C. §
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1 2310(d)(1). Plaintiffs sue pursuant to this section to recover money damages and for
2 legal and equitable relief on behalf of themselves and the class members.

3 71. Likewise, pursuant to 15 U.S.C. § 2310(d)(2), upon prevailing in this
4 action, Plaintiffs are entitled to receive an award of attorneys' fees and expenses, and
5 pray for the same.

6
7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiffs and the class members pray for judgment against Defendant as
9 follows:

- 10 A. That the Court determine that this action may be litigated as a class
11 action, and that Plaintiffs and their counsel be appointed class
12 representatives and class counsel, respectively;
- 13 B. That judgment be entered against Defendant and in favor of Plaintiffs
14 and the class members on all counts;
- 15 C. That Defendant be ordered to bear the cost of notifying the absent
16 class members of this class action, and of the class members' rights
17 respecting the same;
- 18 D. That Defendant be ordered to pay the actual damages and losses
19 sustained by Plaintiffs and the class members, as well as any and all
20 statutory damages that Plaintiffs and the class members are entitled to under
21 law;
- 22 E. That the Court order the creation of a common fund from which
23 Plaintiffs and their counsel shall be awarded their reasonable costs of suit,
24 including reasonable attorneys' fees and expenses incurred in prosecuting
25 this class action and in conferring a common benefit upon the class
26 members;
- 27 F. That the Court enter a Declaratory Judgment ordering and
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1 adjudicating with finality that the alleged defect in the soy-based insulated
2 wiring in the Class Vehicles that is alleged in this class action complaint is
3 subject to coverage under Defendant’s New Vehicle Limited Warranty;

4 G. That, as part of its Declaratory Judgment, the Court adjudicate that
5 Plaintiffs and their counsel have conferred a common benefit to the class
6 members, entitling them to an award of attorneys’ fees and costs for
7 prosecuting this action, and awarding such fees and costs to Plaintiffs’
8 counsel to be paid by Defendant.

9 H. That Plaintiffs and the class members be awarded all such other relief
10 as this Court deems just and proper.

11
12 **JURY DEMAND**

13 Plaintiffs respectfully request a trial by jury on all claims and causes of action
14 properly triable before a jury.

15 DATED: January 20, 2016

16 Respectfully Submitted,

17 **/s/ Michael D. Braun**
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