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*Attorneys for Plaintiff and the Proposed Class*

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

BILL SCHEPLER, Individually  
and On Behalf of All Others  
Similarly Situated,

Plaintiff,

vs.

AMERICAN HONDA MOTOR  
CO., INC.,

Defendant.

CIVIL ACTION NO. 2:18-cv-6043

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Plaintiff, Bill Schepler (“Plaintiff”), by and through his attorneys, files this action on behalf of himself and all others similarly situated against Defendant, American Honda Motor Co., Inc. (“Defendant”), and alleges as follows:

**NATURE OF THE ACTION**

1. Plaintiff brings this action individually and on behalf of a proposed nationwide class (more fully defined below) for the benefit and protection of purchasers and lessees of Defendant’s model years 2017 and 2018 Honda CR-

1 Vs (“CR-V(s)”). As alleged herein, Defendant deceptively markets and  
2 advertises the CR-V as having a seating capacity of five and having, as one of its  
3 passive safety features, 3-point seat belts at all seating positions when, in fact, it  
4 does not, because the backseat seat belts are configured in such a way that only  
5 two backseat passengers can properly buckle their seat belts at any given time.  
6 This causes a safety issue as it prevents customers from safely seating five  
7 people in a CR-V at any given time.

8 2. Plaintiff brings this action on behalf of himself and all other  
9 similarly-situated consumers to stop Defendant’s false and misleading  
10 advertising relating to the sale of the CR-Vs and to obtain redress for those who  
11 have purchased CR-Vs across the United States. Plaintiff alleges violations of  
12 the California Consumers Legal Remedies Act, Civil Code § 1750, *et seq.*  
13 (“CLRA”); the Unfair Competition Law, California Business and Professions  
14 Code § 17200, *et seq.* (“UCL”); and the False Advertising Law, California  
15 Business and Professions Code § 17500, *et seq.* (“FAL”). In the alternative,  
16 Plaintiff alleges violations of the Illinois Consumer Fraud and Deceptive  
17 Business Practice Act, 815 ILCS 505/1, *et seq.* (“ICFDBPA”); violations of the  
18 Illinois Uniform Deceptive Trade Practice Act, 815 ILCS 510/2, *et seq.*  
19 (“IUDTPA”); and for unjust enrichment on behalf of an alternative Illinois state  
20 class, defined below.

21 3. At all relevant times, Defendant has deceptively marketed,  
22 advertised, and sold the CR-Vs as vehicles with a seating capacity of five with  
23 3-point seat belts at all seating positions, when, in fact, the three backseat seat  
24 belts cannot safely be used simultaneously.

25 **JURISDICTION AND VENUE**

26 4. This Court has subject matter jurisdiction under 28 U.S.C.  
27 § 1332(d)(2)(A) because the claims relating to the matter in controversy exceed  
28 \$5 million, exclusive of interest and costs, the proposed class has at least 100

1 members, and this is a class action in which certain of the class members  
2 (including Plaintiff) and Defendant are citizens of different states.

3 5. Venue is proper in this judicial District under 28 U.S.C. § 1391  
4 because Defendant is a resident of this judicial District and does business  
5 throughout this District and a substantial part of the acts and omissions giving  
6 rise to Plaintiff's claims occurred in or emanated from this District.

7 6. At all pertinent times, Defendant was engaged in the marketing,  
8 advertisement, and sale of CR-Vs, which are the subject of this lawsuit, in this  
9 District and throughout the United States.

### 10 **PARTIES**

11 7. Plaintiff is, and, at all times relevant to this action has been, a  
12 resident of Sycamore, Illinois, and, thus, is a citizen of Illinois.

13 8. Defendant is a North American subsidiary of the Honda Motor  
14 Company, Ltd., and was founded in 1959. Defendant is headquartered in  
15 Torrance, California, and, thus, is a citizen of California. Defendant markets  
16 and sells the CR-Vs throughout the United States, including in this District.

### 17 **SUBSTANTIVE ALLEGATIONS**

18 9. This is an action brought against Defendant on behalf of Plaintiff  
19 and all persons who purchased a CR-V in the United States, and, in the  
20 alternative, in Illinois.

21 10. The CR-V is a compact crossover SUV and is Defendant's mid-  
22 range utility vehicle, originally introduced into the North American market in  
23 1997.

24 11. Defendant deceptively markets and advertises the CR-V as having a  
25 seating capacity of five with 3-point seat belts at all seating positions.<sup>1</sup>

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<sup>1</sup> Model information, [http://owners.honda.com/vehicles/information/2018/CR-V/specs#mid^](http://owners.honda.com/vehicles/information/2018/CR-V/specs#mid^RW1H5JJW)  
28 RW1H5JJW (listing the specifications for the 2018 Honda CR-V, including passive safety features)  
(last visited July 10, 2018).

1           12. On November 30, 2016, Defendant issued a press release regarding  
2 the specifications and features of the model year 2017 CR-V, which listed a  
3 seating capacity of five.<sup>2</sup>

4           13. The model year 2017 CR-V was substantially redesigned and re-  
5 engineered from the previous model, but the model year 2018 CR-V was  
6 essentially unchanged from the 2017 model.<sup>3</sup> The backseat seat belt buckle  
7 configuration was among the features that remained the same between the 2017  
8 and 2018 models.

9           14. Defendant published a brochure advertising the features and  
10 benefits of the 2018 CR-V, which included a description of the vehicle as having  
11 “[e]xcellence in every detail,” including “spacious seating for five.”<sup>4</sup>

12           15. One feature of a vehicle that all consumers are aware of prior to  
13 purchasing or leasing a vehicle is the vehicle’s seating capacity.

14           16. The 2017 CR-V Owner’s Guide and 2018 Owner’s Manual (the  
15 “Manual(s)”) each contain entire sections dedicated to the seat belt features of  
16 the CR-V.<sup>5</sup> Both Manuals specifically state that “[a]ll five seating positions are  
17 equipped with lap/shoulder seat belts with emergency locking retractors.”<sup>6</sup> The  
18 Manuals also provide instructions on how to fasten a seat belt by “[i]nser[t]ing]

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20  
21 <sup>2</sup> Honda, 2017 Honda CR-V Press Kit Specifications & Features, [http://hondanews.com/releases/2017-  
22 honda-cr-v-press-kit-specifications-features?page\\_size=60&page=5](http://hondanews.com/releases/2017-honda-cr-v-press-kit-specifications-features?page_size=60&page=5) (last visited July 10, 2018).

23 <sup>3</sup> See Car And Driver, 2018 Honda CR-V, [https://www.caranddriver.com/reviews/2018-honda-cr-v-in-  
24 depth-model-review](https://www.caranddriver.com/reviews/2018-honda-cr-v-in-depth-model-review) (last visited July 10, 2018).

25 <sup>4</sup> 2018 CR-V Brochure, <https://automobiles.honda.com/cr-v?from=crv.honda.com#> (last visited July 10,  
2018).

26 <sup>5</sup> CR-V 2017 Owner’s Guide, [http://techinfo.honda.com/rjanisis/pubs/QS/AH/ATLA1717OG/enu/  
27 ATLA1717OG.PDF](http://techinfo.honda.com/rjanisis/pubs/QS/AH/ATLA1717OG/enu/ATLA1717OG.PDF) at 8-11 (last accessed July 10, 2018) [hereinafter “2017 Guide”]; CR-V 2018  
Owner’s Manual, <http://techinfo.honda.com/rjanisis/pubs/OM/AH/ATLA1818OM/enu/>.

28 <sup>6</sup> ATLA 1818OM.PDF at 40-48 (last accessed July 10, 2018 (hereinafter, “2018 Manual”), 2017 Guide  
at 8; 2018 Manual at 40.

1 the latch plate into the buckle” and warn to “[m]ake sure that the belt is not  
2 twisted.”<sup>7</sup>

3 17. The CR-Vs are covered by a three-year, 36,000-mile warranty,  
4 under which Defendant will repair or replace any part that is defective in  
5 material or workmanship under normal use.<sup>8</sup>

6 18. CR-V backseat seat belts are designed such that the rear driver’s-  
7 side seat belt and rear passenger’s-side seat belt are retractable to the side of the  
8 vehicle nearest the passenger’s shoulder. The seat belt for the rear middle seat,  
9 however, is a seat belt with a detachable anchor, which retracts into the ceiling  
10 of the vehicle.<sup>9</sup> There is an “anchor buckle” to the middle passenger’s left  
11 wherein a small latch plate may be buckled. The passenger may then proceed to  
12 fasten the seat belt normally, inserting the large latch plate into the buckle to the  
13 passenger’s right. The following images and instructions from the 2017 Guide  
14 illustrate:<sup>10</sup>

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23 <sup>7</sup> 2017 Guide at 10; 2018 Manual at 44.

24 <sup>8</sup> Warranty Booklet for 2017 CR-V at 9,  
25 [http://owners.honda.com/Documentum/Warranty/Handbooks/AWL\\_02971\\_2017\\_Honda\\_Warranty\\_Basebook\\_KA\\_FINAL.pdf](http://owners.honda.com/Documentum/Warranty/Handbooks/AWL_02971_2017_Honda_Warranty_Basebook_KA_FINAL.pdf) (last visited July 10, 2018); Warranty Booklet for 2018 CR-V at 9,  
26 [http://owners.honda.com/Documentum/Warranty/Handbooks/2018\\_Honda\\_Warranty\\_Basebook\\_AW\\_L05251\\_FINAL.pdf](http://owners.honda.com/Documentum/Warranty/Handbooks/2018_Honda_Warranty_Basebook_AW_L05251_FINAL.pdf) (last visited July 10, 2018) (collectively hereinafter, “Warranty Booklets”).

27 <sup>9</sup> See 2017 Guide at 11; 2018 Manual at 46.

28 <sup>10</sup> 2017 Guide at 11.

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SAFETY

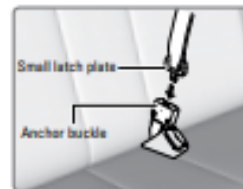
■ **Seat Belt with Detachable Anchor**

The seat belt for the rear center seat is located in the ceiling.

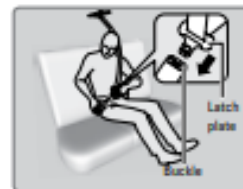
1. Pull out the seat belt's small latch plate and the latch plate from each holding slot in the ceiling.



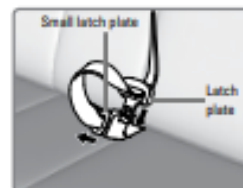
2. Line up the triangle marks on the small latch plate and anchor buckle. Make sure the seat belt is not twisted. Attach the belt to the anchor buckle.



3. Insert the latch plate into the buckle. Properly fasten the seat belt the same way you fasten the lap/shoulder seat belt.



To unlatch the detachable anchor, insert the latch plate into the slot on the side of the anchor buckle.



**⚠ WARNING**

Using the seat belt with the detachable anchor unlatched increases the chance of serious injury or death in a crash.

Before using the seat belt, make sure the detachable anchor is correctly latched.

1           19.    However, the configuration of the buckles is such that the middle  
2 passenger's anchor buckle is to the left of the rear driver's-side passenger's  
3 buckle, rendering it impossible for the anchor buckle and rear driver's-side  
4 passenger's buckle to be utilized at the same time, without both of the seat belts  
5 overlapping or twisting. As seen in the picture of Plaintiff's CR-V's backseat  
6 below, the rear driver's-side passenger's buckle is located closest to the middle  
7 seat passenger, while the middle seat passenger's anchor buckle is located  
8 closest to the rear driver's-side passenger:



19           20.    Contrary to the instructions in the Manuals, the middle seat  
20 passenger is unable to secure the small latch plate in the anchor buckle without  
21 causing the seat belt to become twisted with the seat belt of the rear driver's-side  
22 passenger.

23           21.    As a result, Plaintiff cannot safely transport three passengers in the  
24 backseat of his CR-V.

25           22.    This configuration prevents CR-V passengers from complying with  
26 the safety warnings in the Manuals and presents a safety hazard to passengers in  
27 the backseat of the CR-Vs.

1           23.     Accordingly, Defendant’s advertised statements that the CR-V has  
2 a seating capacity of five with 3-point seat belts at all seating positions are  
3 deceptive.<sup>11</sup>

4           **Plaintiff’s Experience with his CR-V**

5           24.     On or about December 19, 2017, Plaintiff purchased a model year  
6 2018 CR-V from Brian Bemis Honda Mercedes Benz Volvo in Sycamore,  
7 Illinois, an authorized agent of Defendant (the “Dealership”). One of the  
8 reasons Plaintiff purchased the CR-V was the fact that he has three  
9 grandchildren and he wanted a vehicle with a seating capacity of five so that he  
10 and his wife could safely transport their grandchildren.

11           25.     Prior to purchase, Plaintiff reviewed a brochure published by  
12 Defendant, which, among other things, represented that the CR-V had “spacious  
13 seating for five.”

14           26.     Additionally, while looking at the CR-V prior to purchase, it was  
15 clear to Plaintiff that it has seating capacity for five passengers.

16           27.     Soon after purchase, Plaintiff realized that the rear driver’s-side  
17 seat belt buckle was “backward” and that the rear driver’s-side passenger could  
18 not buckle his or her seat belt without overlapping the middle passenger’s  
19 anchor buckle.

20           28.     Concerned for the safety of his backseat passengers, Plaintiff took  
21 his CR-V to the Dealership on May 10, 2018, for the Dealership’s  
22 recommendation on how to address or repair the issue.

23           29.     The Dealership photographed the buckle configuration and sent that  
24 picture to Defendant along with an explanation that the CR-V cannot have three  
25 rear passengers in the backseat at the same time because the seat belts overlap  
26 and twist, which poses a safety concern per the owner’s Manual.

27  
28 \_\_\_\_\_  
<sup>11</sup> See Model Information, *supra* note 1.



1           30. Defendant did not repair or otherwise correct the defect in the CR-  
2 V in order to permit Plaintiff to safely seat all three backseat passengers  
3 simultaneously and refuses to do so.

4  
5           31. Plaintiff would not have purchased the CR-V, or would not have  
6 paid the purchase price that he did, had he known that he would not be able to  
7 use the CR-V's full seating capacity and would not be able to safely transport  
8 three passengers simultaneously in the backseat of his CR-V.

9           **Class Members' Experiences with the CR-Vs**

10           32. Plaintiff's experience mirrors those of numerous other CR-V  
11 purchasers. The internet contains numerous complaints from purchasers who,  
12 like Plaintiff, were unable to safely seat all three backseat passengers  
13 simultaneously because the seat belts overlapped and twisted. The following is  
14 a sample of complaints appearing in several online forums:

15  
16           Just picked my wife's new 2017 CRV Touring on 1/14/2017 and have  
17 issues with the 2nd row seating. The 2nd row center seat belt detachable  
18 anchor point and 2nd row left seat belt buckle seem to be crossed in the  
19 lower seat. Is this a mfg. error or poor design makes it difficult for the left  
20 seat passenger to connect or disconnect their seat belt with the center  
21 passenger buckled in. Took the CRV back to the dealer today and they  
22 checked a number of 2017 CRV's on the lot and they are all the same,  
23 crossed over. Dealer told me they would contact Honda's support center  
24 and let me know in a few days. Seems like a NTSB safety recall or Honda  
25 TSB is needed to correct the issue. Has anyone heard back from Honda on  
26 the issue? I missing the reason for the crossed over design?

27           Posted by Ken R. on January 16, 2017 on  
28 <http://www.crvownersclub.com/forums/27-miscellaneous-general-cr-v-discussions/129081-2017-crv-2nd-row-center-seat-belt-detachable-anchor-issue.html> (last visited July 10, 2018).

          My brand new 2017 CRV touring appears to have the detachable anchor  
for the 2nd row center seat belt crossed with the 2nd row left seat belt

1 buckle. This configuration causes the center belt and the left seat belt to  
2 cross one another and also makes it difficult for the left seat passenger to  
3 connect or disconnect their seat belt with the center passenger buckled in.  
4 This configuration does not allow the person sitting behind the driver to  
5 wear their seat belt when my child's infant seat is buckled into the center  
6 as the buckle cannot be accessed. This is a huge safety concern as I travel  
frequently with my infant daughter, son, and son's friend in the back seat.  
There have been multiple other complaints about this which can be  
googled. Something needs to be done here.

7 Posted by an anonymous CR-V owner in Verona, WI on January 26, 2017  
8 on [https://www.carcomplaints.com/Honda/CR-](https://www.carcomplaints.com/Honda/CR-V/2017/seat_belts_air_bags/seat_belts.shtml)  
9 [V/2017/seat\\_belts\\_air\\_bags/seat\\_belts.shtml](https://www.carcomplaints.com/Honda/CR-V/2017/seat_belts_air_bags/seat_belts.shtml) (last visited July 10, 2018).

10 The contact owns a 2017 Honda CR-V. [W]hile attempting to use the rear  
11 passenger side seat belt, it was discovered that in order to latch and secure  
12 the buckle, the belt had to under lap the rear seat center belt. The issue  
13 made it very difficult to lock and unlock the seat belt. The vehicle was  
14 taken to the dealer ([A]utonation Honda in [W]estminster, [CO]), but the  
cause of the failure was unable to be determined. The manufacturer was  
notified of the failure. The failure mileage was 6,000.

15 Posted by an anonymous CR-V owner in Frederick, CO on May 1, 2017  
16 on [https://www.carcomplaints.com/Honda/CR-](https://www.carcomplaints.com/Honda/CR-V/2017/seat_belts_air_bags/seat_belts.shtml)  
17 [V/2017/seat\\_belts\\_air\\_bags/seat\\_belts.shtml](https://www.carcomplaints.com/Honda/CR-V/2017/seat_belts_air_bags/seat_belts.shtml) (last visited July 10, 2018).

18 I have the same issue. The dealer told me it's correct. But my passengers  
19 can't buckle in.

20 Posted by teresalies on May 10, 2017 on  
21 [http://www.crvownersclub.com/forums/27-miscellaneous-general-crv-v-](http://www.crvownersclub.com/forums/27-miscellaneous-general-crv-discussions/129081-2017-crv-2nd-row-center-seat-belt-detachable-anchor-issue.html)  
22 [discussions/129081-2017-crv-2nd-row-center-seat-belt-detachable-](http://www.crvownersclub.com/forums/27-miscellaneous-general-crv-discussions/129081-2017-crv-2nd-row-center-seat-belt-detachable-anchor-issue.html)  
23 [anchor-issue.html](http://www.crvownersclub.com/forums/27-miscellaneous-general-crv-discussions/129081-2017-crv-2nd-row-center-seat-belt-detachable-anchor-issue.html) (last visited July 10, 2018).

24 The rear left and middle seat belts overlap. The vehicle is advertised as a  
25 5 seater vehicle but cannot safely be used for 5 passengers, or with a car  
seat in either of those seats with a passenger in the other one.

26 Posted by an anonymous CR-V owner in Los Angeles, CA on May 13,  
27 2017 on [https://www.carcomplaints.com/Honda/CR-](https://www.carcomplaints.com/Honda/CR-V/2017/seat_belts_air_bags/seat_belts.shtml)  
28 [V/2017/seat\\_belts\\_air\\_bags/seat\\_belts.shtml](https://www.carcomplaints.com/Honda/CR-V/2017/seat_belts_air_bags/seat_belts.shtml) (last visited July 10, 2018).

1 Where left rear passenger attaches seat belt & where center rear passenger  
2 attaches seatbelt from headliner, the fasteners in the seat are switched. If  
3 center passenger buckles up first or if carseat is in center position it is  
4 nearly impossible for left rear passenger to buckle up or unbuckle. This is  
5 due to the attachment points being switched when designed [and/]or  
6 manufactured. Honda dealer says the connections are in proper location &  
7 belt is operating as designed. This will most likely cause one of five  
8 passengers in this vehicle to not be able to buckle up or unbuckle in an  
9 emergency[.]

8 Posted by an anonymous CR-V owner in Baytown, TX on May 25, 2017  
9 on [https://www.carcomplaints.com/Honda/CR-](https://www.carcomplaints.com/Honda/CR-V/2017/seat_belts_air_bags/seat_belts.shtml)  
10 [V/2017/seat\\_belts\\_air\\_bags/seat\\_belts.shtml](https://www.carcomplaints.com/Honda/CR-V/2017/seat_belts_air_bags/seat_belts.shtml) (last visited July 10, 2018).

11 The left rear and center rear seat belt buckles, are opposite of what they  
12 should be. This arrangement makes it impossible for the left rear  
13 passenger, to buckle up if the center seat person is buckled in, or a car seat  
14 is in place. Contacted my Honda service department and they forwarded  
15 my complaint to the district representative, his response was he is aware  
16 of the issue but there is no fix for the problem. I did some research and  
17 found that the Acura rdx is the same platform as the Honda CR-V[] so I  
18 visited the nearest Acura dealership, the seat belt buckle arrangement was  
19 correct on that Acura rdx. Looks like the anchor point and the buckles are  
20 exactly the same as the ones that are in my Honda CR-V. . . .

18 Posted by an anonymous CR-V owner in Hobart, WI on October 6, 2017  
19 on [https://www.carcomplaints.com/Honda/CR-](https://www.carcomplaints.com/Honda/CR-V/2017/seat_belts_air_bags/seat_belts.shtml)  
20 [V/2017/seat\\_belts\\_air\\_bags/seat\\_belts.shtml](https://www.carcomplaints.com/Honda/CR-V/2017/seat_belts_air_bags/seat_belts.shtml) (last visited July 10, 2018).

21 I just picked mine up last week and my 8 year old pointed out the seatbelt  
22 configuration. The dealer said that they were all like that but weren't sure  
23 why.

24 Posted by mattkc2016 on October 18, 2017 on  
25 [http://www.crvownersclub.com/forums/27-miscellaneous-general-crv-](http://www.crvownersclub.com/forums/27-miscellaneous-general-crv-discussions/129081-2017-crv-2nd-row-center-seat-belt-detachable-anchor-issue.html)  
26 [discussions/129081-2017-crv-2nd-row-center-seat-belt-detachable-](http://www.crvownersclub.com/forums/27-miscellaneous-general-crv-discussions/129081-2017-crv-2nd-row-center-seat-belt-detachable-anchor-issue.html)  
27 [anchor-issue.html](http://www.crvownersclub.com/forums/27-miscellaneous-general-crv-discussions/129081-2017-crv-2nd-row-center-seat-belt-detachable-anchor-issue.html) (last visited July 10, 2018).

27 2018 is still configured this way. How in the heck is it possible to correct  
28 this issue? This is supposed to be a five passenger vehicle but the belt

1 layout just about makes that impossible. Honda needs to come up with a  
2 solution to this problem.

3 Posted by Rudyjr on March 6, 2018 on  
4 [http://www.crvownersclub.com/forums/27-miscellaneous-general-cr-v-](http://www.crvownersclub.com/forums/27-miscellaneous-general-cr-v-discussions/129081-2017-crv-2nd-row-center-seat-belt-detachable-anchor-issue.html)  
5 [discussions/129081-2017-crv-2nd-row-center-seat-belt-detachable-](http://www.crvownersclub.com/forums/27-miscellaneous-general-cr-v-discussions/129081-2017-crv-2nd-row-center-seat-belt-detachable-anchor-issue.html)  
6 [anchor-issue.html](http://www.crvownersclub.com/forums/27-miscellaneous-general-cr-v-discussions/129081-2017-crv-2nd-row-center-seat-belt-detachable-anchor-issue.html) (last visited July 10, 2018).

7 The rear center passenger's left seat belt buckle anchor is reversed making  
8 it nearly impossible to properly buckle 3 passengers in the back seat. This  
9 is a safety hazard as my center passengers, finding it a herculean feat  
10 when seated, often decline to buckle up. . . . [W]hen buckled [without] a  
11 passenger, the belts overlap. Because of this the center passenger's body  
12 prevents access to the buckle as it is hidden behind the strap of the left  
13 rear passenger. I understand that [H]onda designed it this way to provide  
14 wider seating for the left rear passenger. However, this design is  
15 dangerous and is unacceptable and will eventually lead to fatalities. . . .

16 Posted by an anonymous CR-V owner on June 13, 2018 on  
17 <https://www.vehie.com/complaints/honda?model=cr-v> (last visited July  
18 10, 2018).

19 33. Defendant had knowledge that its misrepresentations regarding the  
20 2017 model year CR-V were misleading and yet continued to make the same  
21 misrepresentations regarding the 2018 model year CR-V to Plaintiff and the  
22 class members.

23 34. Defendant's marketing and advertising practices are clearly meant  
24 to mislead consumers as to seating capacity and passive safety features of the  
25 CR-V. As a direct and proximate result of Defendant's conduct, Plaintiff and  
26 the class have suffered injury in fact, ascertainable loss, and lost money.  
27 Defendant, despite having knowledge that its representations are misleading to  
28 Plaintiff and the class, continues to market and advertise the CR-Vs in a  
deceptive manner.

35. Plaintiff and the class are at risk of suffering further injury if the  
relief sought is not granted.

1 **California Contacts**

2 36. Defendant is headquartered in Torrance, California, located at 1919  
3 Torrance Boulevard, Torrance, CA 90501.

4 37. Defendant does substantial business in California, with a significant  
5 portion of the proposed nationwide class located in California.

6 38. California hosts a significant portion of Defendant's U.S.  
7 operations, including sales and service offices and financial service offices,  
8 among others.

9 39. In addition, the conduct that forms the basis for each and every  
10 class member's claims against Defendant emanated from Defendant's  
11 headquarters in California and is consistent with directives of Defendant's  
12 personnel in California.

13 40. Defendant's marketing and advertising personnel are located at its  
14 California headquarters, and the advertising and marketing schemes detailing the  
15 seating capacity and passive safety features of the CR-V were made and  
16 implemented from there.

17 41. Defendant's California personnel implemented its deceptive  
18 advertising scheme and have refused to repair the seat belt misconfiguration in  
19 Plaintiff's CR-V.

20 42. Defendant's personnel responsible for communicating with dealers  
21 regarding known problems with defective vehicles are also located at the  
22 California headquarters, and the decision not to inform authorized dealers of the  
23 backseat seat belt buckle misconfiguration was made and implemented from  
24 there.

25 43. Defendant has significant contacts with the State of California, such  
26 that nationwide application of California law is appropriate. Further, the  
27 conduct at issue herein emanated from California such that application of  
28 California law nationwide is appropriate.

1 44. As a result of Defendant’s conduct, Plaintiff and members of the  
2 class have suffered injury in fact and have otherwise suffered damages and been  
3 harmed and will continue to be harmed in the future unless Defendant is held  
4 accountable through this litigation.

5 45. Plaintiff seeks injunctive relief, actual damages, disgorgement of  
6 profits, statutory damages, attorneys’ fees, costs, and all other relief available to  
7 the class, as defined herein.

8 **CLASS ACTION ALLEGATIONS**

9 46. Plaintiff brings this lawsuit, both individually and as a class action,  
10 on behalf of similarly-situated purchasers of CR-Vs, pursuant to Federal Rule of  
11 Civil Procedure 23(b)(2) and (3).

12 47. The classes (“Class” or “Classes”) that Plaintiff seeks to represent  
13 are defined as follows:

14 **Nationwide Class:**

15 All owners and lessees of Defendant’s model year 2017 and/or 2018 CR-  
16 Vs in the United States.

17 **Alternative Illinois State Class:**

18 All owners and lessees of Defendant’s model year 2017 and/or 2018 CR-  
19 Vs in Illinois.

20 Excluded from the Class are Defendant, as well as Defendant’s affiliates,  
21 employees, officers and directors, and the Judge to whom this case is assigned.  
22 Plaintiff reserves the right to amend the definition of the Class if discovery  
23 and/or further investigation reveal that the Class should be expanded or  
24 otherwise modified.

25 48. **Numerosity/Impracticability of Joinder:** There are so many  
26 members of the Class that joinder of all members is impracticable. The reported  
27 sales of the Honda CR-V in the United States were 377,895 vehicles in 2017<sup>12</sup>

28 <sup>12</sup> See <http://hondanews.com/releases/american-honda-sets-3rd-straight-annual-sales-record-with-best-2:18-cv-6043>  
Class Action Complaint 14

1 and 117,951 vehicles for the first five months of 2018.<sup>13</sup> Plaintiff estimates that  
2 there are thousands of members in the Class. The members of the Class are  
3 readily identifiable from information and records in Defendant's possession,  
4 custody, or control. The disposition of these claims will provide substantial  
5 benefits to the members of the Class.

6 49. **Commonality and Predominance:** There is a well-defined  
7 community of interest and common questions of law and fact that predominate  
8 over any question affecting only individual members of the Class. These  
9 common legal and factual questions, which do not vary from members of the  
10 Class, and which may be determined without reference to the individual  
11 circumstances of any members of the Class, include, but are not limited, to the  
12 following:

- 13 a) whether Defendant's marketing, advertising and promotion of its  
14 CR-Vs was false and misleading;
- 15 b) whether Defendant concealed facts from Plaintiff and members of  
16 the Class about the seating capacity and passive safety features of  
17 the CR-Vs;
- 18 c) whether Defendant knew or should have known that its  
19 representations were false, or that the representations omitted  
20 material information;
- 21 d) whether Defendant's conduct was a violation of the CLRA;
- 22 e) whether Defendant's conduct was a violation of the UCL;
- 23 f) whether Defendant's conduct was a violation of the FAL;
- 24 g) whether Defendant's conduct was a violation of the ICFDBPA;
- 25 h) whether Defendant's conduct was a violation of the IUDTPA;

26 \_\_\_\_\_  
27 [ever-december?query=united+states+sales+CR-V+2017++](http://www.honda.com/press-releases/2017/12/ever-december?query=united+states+sales+CR-V+2017++).

28 <sup>13</sup>See <http://hondanews.com/releases/american-honda-sets-new-june-sales-records-on-strength-of-light-trucks?query=honda+CR-V+sales+2018>.

- 1 i) whether Defendant's conduct was a breach of express warranty;
- 2 j) whether Defendant has been unjustly enriched by its conduct, as
- 3 alleged herein;
- 4 k) whether Defendant's conduct as alleged herein violates public
- 5 policy; and
- 6 l) whether Plaintiff and the members of the Class are entitled to
- 7 damages, restitution, equitable relief and/or other damages and
- 8 other relief, and, if so, the amount and nature of such relief.

9 50. **Typicality and Adequacy:** Plaintiff's claims are typical of the  
10 claims of the proposed Class, and Plaintiff will fairly and adequately represent  
11 and protect the interests of the proposed Class. Plaintiff does not have any  
12 interests antagonistic to those of the Class. Plaintiff's counsel are experienced  
13 in the prosecution of this type of litigation. The questions of law and fact  
14 common to the members of the Class, some of which are set out above,  
15 predominate over any questions affecting only individual members of the Class.

16 51. **Superiority:** A class action is superior to all other available  
17 methods for the fair and efficient adjudication of this controversy. The expense  
18 and burden of individual litigation would make it impracticable or impossible  
19 for members of the Class to prosecute their claims individually. The litigation  
20 and trial of the Class-wide claims are manageable.

21 52. Unless a class is certified, Defendant will improperly retain monies  
22 from Plaintiff and members of the Class received as a result of its conduct.  
23 Unless Defendant is required to change its unfair and deceptive practices, it will  
24 continue to commit the violations and the members of the Class, and the general  
25 public, will continue to be misled.

26 53. Defendant has acted and refused to act on grounds generally  
27 applicable to the Class, making appropriate final injunctive relief with respect to  
28 the Class as a whole.



**COUNT I**

**Violation of Consumers Legal Remedies Act –  
California Civil Code § 1750, *et seq.*  
On Behalf of the Nationwide Class**

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54. Plaintiff incorporates by reference each and every preceding  
paragraph as though fully set forth herein.

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55. This cause of action is brought under the CLRA. Plaintiff and the  
Class are consumers as defined by California Civil Code § 1761(d), and the CR-  
Vs constitute goods within the meaning of the CLRA.

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56. Defendant violated and continues to violate the CLRA by engaging  
in the following deceptive practices proscribed by California Civil Code  
§ 1770(a) in connection with transactions intended to result in, and that did  
result in, the sale of the CR-Vs to Plaintiff and members of the Class in violation  
of, *inter alia*, the following provisions:

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a) Representing that the goods have characteristics, uses, or  
benefits which they do not have (Cal. Civ. Code § 1770(a)(5));

b) Representing that the goods are of a particular standard,  
quality, or grade if they are of another (Cal. Civ. Code § 1770(a)(7));

c) Advertising goods with the intent not to sell them as  
advertised (Cal. Civ. Code § 1770(a)(9));

d) Representing that a transaction involves rights, remedies, or  
obligations that it does not have or involve (Cal. Civ. Code §  
1770(a)(14)); and

e) Representing that the goods have been supplied in  
accordance with a previous representation when they have not (Cal. Civ.  
Code § 1770(a)(16)).

57. Plaintiff and other Class members, in purchasing and using the CR-  
Vs, did reasonably act in response to Defendant's above representations or  
would have considered the omitted facts set forth herein material to their

1 purchasing decision. Plaintiff and the Class have suffered damages by the  
2 wrongful acts and practices of Defendant that are in violation of California Civil  
3 Code § 1781.

4 58. The representations regarding the CR-Vs were material to Plaintiff  
5 and members of the Class. Defendant intended that Plaintiff and Class members  
6 would rely on these representations and they did, in fact, rely on the  
7 representations.

8 59. In accordance with California Civil Code § 1780(a), Plaintiff and  
9 the Class seek injunctive relief for Defendant's violations of the CLRA.

10 60. In accordance with California Civil Code §§ 1782(a) and (d),  
11 Plaintiff has provided Defendant with the appropriate notice and demand, but  
12 Defendant has denied the existence of a defect and refused to provide any relief  
13 to Plaintiff or the Class.

14 61. Plaintiff seeks for himself and the Class compensatory and punitive  
15 damages under the CLRA and also to recover attorneys' fees and costs pursuant  
16 to California Civil Code §§ 1780 and 1781.

17 **COUNT II**

18 **False and Misleading Advertising in Violation of**  
19 **California Business and Professions Code § 17500, *et seq.***  
20 **On Behalf of the Nationwide Class**

21 62. Plaintiff incorporates by reference each and every preceding  
22 paragraph as though fully set forth herein.

23 63. Defendant's acts and practices as described herein have deceived  
24 and/or are likely to deceive members of the Class and the public. Defendant has  
25 advertised and stated that the CR-Vs have a seating capacity of five and has 3-  
26 point seat belts at all seating positions, when, in fact, they do not, because all  
27 three backseat passengers cannot simultaneously buckle their seat belts safely  
28 without overlapping or twisting at least one of the seat belts, in direct

1 contradiction to Defendant's marketing and advertisements.

2 64. By its actions, Defendant has and continues to disseminate uniform  
3 false advertising concerning the CR-Vs, which advertisements, by their nature,  
4 are unfair, deceptive, untrue, or misleading within the meaning of the FAL.  
5 Such advertisements are likely to deceive, and continue to deceive, the  
6 consuming public for the reasons detailed above.

7 65. The above-described false, misleading, and deceptive advertising  
8 Defendant disseminated continues to have the likelihood to deceive in that  
9 Defendant has failed to disclose the true and actual nature of the CR-Vs.  
10 Defendant has failed to initiate a public information campaign to alert  
11 consumers of the CR-Vs' true nature, which continues to create a misleading  
12 perception of the CR-Vs and their advertised safety features.

13 66. In making and disseminating the statements alleged herein,  
14 Defendant should have known its advertisements were untrue and misleading, in  
15 violation of the FAL. Plaintiff and the Class members based their decisions to  
16 purchase the CR-Vs, in substantial part, on Defendant's misrepresentations and  
17 omissions regarding the true nature of the seating capacity and safety features of  
18 the CR-Vs. The revenues to Defendant attributable to the CR-Vs sold using  
19 those false and misleading advertisements amount to substantial monies paid for  
20 the vehicles. Plaintiff and the Class were injured in fact and lost money as a  
21 result.

22 67. Defendant intended for Plaintiff and Class members to rely on these  
23 representations and omissions and Plaintiff and Class members consequently did  
24 rely on Defendant's misrepresentations and omissions.

25 68. The misrepresentations and non-disclosures by Defendant of the  
26 material facts detailed above constitute false and misleading advertising and,  
27 therefore, are violations of the FAL.

28 69. As a result of Defendant's wrongful conduct, Plaintiff and Class

1 members request that this Court enjoin Defendant from continuing to violate the  
2 FAL. Such conduct is ongoing and continues to this date. Plaintiff and the  
3 Class are, therefore, entitled to the relief described below as appropriate for this  
4 cause of action.

5 **COUNT III**  
6 **Unlawful, Unfair, and Fraudulent Business Practices in Violation of**  
7 **California Business and Professions Code § 17200, *et seq.***  
8 **On Behalf of the Nationwide Class**

9 70. Plaintiff incorporates by reference each and every preceding  
10 paragraph as though fully set forth herein.

11 71. The UCL defines unfair competition to include any “unfair,”  
12 “unlawful,” or “fraudulent” business act or practice.

13 72. Defendant violated, and continues to violate, the UCL by  
14 misrepresenting the CR-Vs as having a seating capacity of five with 3-point seat  
15 belts at all seating positions, when, in fact, they do not, because all three  
16 backseat passengers cannot simultaneously buckle their seat belts safely without  
17 overlapping or twisting at least one of the seat belts, in direct contradiction to  
18 Defendant’s marketing and advertisements.

19 73. By engaging in the above-described acts and practices, Defendant  
20 has committed an unfair business practice within the meaning of the UCL.  
21 Consumers have suffered substantial injury they could not reasonably have  
22 avoided other than by not purchasing the CR-Vs.

23 74. Defendant’s acts and practices have deceived and/or are likely to  
24 deceive Class members and the public and thus constitute a fraudulent business  
25 practice. Defendant uniformly marketed and advertised CR-Vs as having a  
26 seating capacity of five and having 3-point seat belts at all seating positions,  
27 when, in fact, they do not, because all three backseat passengers cannot  
28 simultaneously buckle their seat belts safely without overlapping or twisting at  
least one of the seat belts, despite the fact that Defendant knew, or should have

1 known, of the configuration of the CR-Vs' seat belt buckles.

2 75. As discussed above, Plaintiff and the members of the Class  
3 purchased CR-Vs directly from Defendant and/or its authorized agents. Plaintiff  
4 and members of the Class were injured in fact and lost money as a result of such  
5 acts of unfair competition.

6 76. The injuries suffered by Plaintiff and Class members are greatly  
7 outweighed by any potential countervailing benefit to consumers or to  
8 competition, nor are they injuries that Plaintiff and Class members should have  
9 or could have reasonably avoided.

10 77. Defendant received the funds paid by Plaintiff and the members of  
11 the Class. Defendant profited by misrepresenting the properties of the CR-Vs  
12 that it otherwise would not have sold. Defendant's revenues attributable thereto  
13 are, thus, directly traceable to the substantial dollars paid out by Plaintiff and the  
14 Class for the CR-Vs.

15 78. Unless Defendant is enjoined from continuing to engage in the  
16 unlawful, unfair, and fraudulent business acts and practices as described herein,  
17 which conduct is ongoing, Plaintiff and the Class will continue to be injured by  
18 Defendant's conduct.

19 79. Defendant, through its acts of unfair competition, has acquired  
20 money from the Class members. Plaintiff and the Class request this Court to  
21 enjoin Defendant from continuing to violate the UCL.

22 80. The unlawful, unfair, and fraudulent conduct described herein is  
23 ongoing and continues to this date. Plaintiff and the Class, therefore, are entitled  
24 to relief described below as appropriate for this cause of action.

25 **COUNT IV**  
26 **Breach of Express Warranty**  
27 **On Behalf of the Nationwide Class**

28 81. Plaintiff incorporates by reference each and every preceding  
paragraph as though fully set forth herein.

1           82. As an express warrantor, manufacturer, and merchant, Defendant  
2 has certain obligations pursuant to its warranty to repair and replace defects.

3           83. When Plaintiff and the members of the Class purchased and/or  
4 leased the CR-Vs with the backseat seat belt misconfiguration, Defendant  
5 expressly warranted under its warranty that it would properly “repair or replace  
6 any part that is defective in material or workmanship under normal use” for “3  
7 years or 36,000 miles, whichever comes first.”<sup>14</sup>

8           84. The backwards configuration of the backseat seat belts at issue in  
9 this litigation was present at the time of sale and/or lease to Plaintiff and  
10 members of the Class.

11           85. Defendant breached the warranty (and continues to breach the  
12 warranty) because it wrongfully, uniformly, and repeatedly refuses to repair the  
13 backseat seat belt configuration, forcing Plaintiff and the members of the Class  
14 to either seat a maximum of two backseat passengers in their CR-Vs  
15 simultaneously or risk the safety of their passengers by having two of their  
16 backseat passengers use tangled, twisted, and overlapping seat belts.

17           86. Plaintiff and the Class members used their CR-Vs in a manner  
18 consistent with their intended use and performed each and every duty required  
19 under the terms of the warranty including presentment, except as may have been  
20 excused or prevented by the conduct of Defendant or by operation of law in light  
21 of Defendant’s unconscionable conduct described throughout this Complaint.

22           87. Defendant received timely notice regarding the problems at issue in  
23 this litigation and, notwithstanding such notice, has failed and refused to offer an  
24 effective remedy.

25           88. In addition, upon information and belief, Defendant received  
26 numerous complaints, notice of the misconfiguration and resulting safety issue,  
27 and requests for warranty coverage from other members of the Class.

28 <sup>14</sup> See Warranty Booklets, *supra* note 8.

1 89. In its capacity as a supplier and/or warrantor, and by the conduct  
2 described herein, any attempt by Defendant to disclaim or otherwise limit its  
3 express warranties in a manner that would exclude or limit coverage for the seat  
4 belt misconfiguration that was present at the time of sale, which Defendant  
5 knew about prior to offering the CR-Vs for sale, and which Defendant did not  
6 disclose and did not remedy prior to sale (or afterward), is unconscionable, and  
7 Defendant should be estopped from pursuing such defenses.

8 90. Further, any such effort by Defendant to disclaim or otherwise limit  
9 liability for the defect is null and void because Defendant and its authorized  
10 agents, the dealers, have wrongfully, uniformly, and repeatedly refused and  
11 failed to properly repair or replace the seat belt buckles.

12 91. As such, Defendant should be estopped from disclaiming liability  
13 for its actions.

14 92. Accordingly, Plaintiff and the Class members have suffered  
15 damages caused by Defendant's breach of its warranty and are entitled to  
16 recover damages as set forth herein.

17 **COUNT V**

18 **Violation of Illinois Consumer Fraud and Deceptive**  
19 **Business Practices Act, 815 ILCS 505/2,**  
20 **In the Alternative, On Behalf of the Illinois State Class**

21 93. Plaintiff incorporates by reference each and every preceding  
22 paragraph as though fully set forth herein.

23 94. The ICFDBPA makes it unlawful to employ:

24  
25 Unfair methods of competition and unfair or deceptive acts or  
26 practices, including but not limited to the use or employment of any  
27 deceptive fraud, false pretense, false promise, misrepresentation or  
28 the concealment, suppression or omission of such material fact,  
with intent that others rely upon the concealment, suppression or  
omission of such material fact, or the use or employment of any

1 practice described in Section 2 of the “Uniform Deceptive Trade  
2 Practices Act,” approved August 5, 1965, in the conduct of any  
3 trade or commerce are hereby declared unlawful whether any  
4 person has in fact been misled, deceived or damage thereby.

815 ILCS 505/2.

5  
6 95. As detailed throughout this Complaint, Defendant misrepresented  
7 that the CR-Vs have a seating capacity of five with 3-point seat belts at all  
8 seating positions, when, in fact, they do not, because all three backseat  
9 passengers cannot simultaneously buckle their seat belts safely without  
10 overlapping or twisting at least one of the seat belts, in direct contradiction to  
11 Defendant’s marketing and advertisements.

12 96. Defendant violated Section 505/2 of the ICFDBPA by  
13 misrepresenting the efficacy of the passive safety features in the CR-Vs.  
14 Defendant made the misrepresentations described throughout this Complaint  
15 with the intent that Plaintiff and the Illinois State Class rely on them and  
16 purchase or lease the CR-Vs.

17 97. Plaintiff and the Illinois State Class were damaged by Defendant’s  
18 violation. Plaintiff and the Illinois State Class would not have purchased the  
19 CR-Vs, or would not have paid the purchase price they did, had the facts been  
20 known.

21 **COUNT VI**  
22 **Violation of the Illinois Uniform Deceptive Trade Practices Act**  
23 **815 ILCS 510/2, et seq.,**  
24 **In the Alternative, On Behalf of the Illinois State Class**

25 98. Plaintiff incorporates by reference each and every preceding  
26 paragraph as though fully set forth herein.

27 99. The IUDTPA makes it unlawful to “advertise[] goods or services  
28 with intent not to sell them as advertised.” 815 ILCS 510/2(a)(9). It is also



1 unlawful to “engage[] in any other conduct which similarly creates a likelihood  
2 of confusion or misunderstanding.” *Id.* at (a)(12). A plaintiff, “[i]n order to  
3 prevail in an action under this Act . . . need not prove competition between the  
4 parties or actual confusion or misunderstanding.” *Id.* at (b).

5 100. As detailed throughout this Complaint, Defendant deceptively  
6 marketed and advertised the CR-Vs as having a seating capacity of five with 3-  
7 point seat belts at all seating positions, when, in fact, they do not, because all  
8 three backseat passengers cannot simultaneously buckle their seat belts safely  
9 without overlapping or twisting at least one of the seat belts, in direct  
10 contradiction to Defendant’s marketing and advertisements.

11 101. Defendant violated Section 510/2 of the IUDTPA by  
12 misrepresenting the availability of its passive safety features in the CR-Vs.  
13 Defendant’s misrepresentation, as described throughout this Complaint, created  
14 a likelihood of confusion on the part of consumers regarding the number of  
15 passengers they could safely transport in their CR-Vs.

16 102. Plaintiff and the Illinois State Class were damaged by Defendant’s  
17 violation and their subsequent purchases of CR-Vs. Plaintiff and the members  
18 of the Illinois State Class would not have purchased the CR-Vs, or would not  
19 have paid the purchase price they did, had the facts been known.

20  
21 **COUNT VII**  
22 **Breach of Express Warranty**  
23 **In the Alternative, On Behalf of the Illinois State Class**

24 103. Plaintiff incorporates by reference each and every preceding  
25 paragraph as though fully set forth herein.

26 104. As an express warrantor, manufacturer, and merchant, Defendant  
27 had certain obligations pursuant to its warranty to repair and replace defects.

1 105. When Plaintiff and the members of the Class purchased and/or  
2 leased the CR-Vs with the backseat seat belt misconfiguration, Defendant  
3 expressly warranted, under its warranty, that it would properly “repair or replace  
4 any part that is defective in material or workmanship under normal use” for “3  
5 years or 36,000 miles, whichever comes first.”<sup>15</sup>

6 106. The backwards configuration of the backseat seat belts at issue in  
7 this litigation was present at the time of sale and/or lease to Plaintiff and  
8 members of the Class.

9 107. Defendant breached its warranty (and continues to breach its  
10 warranty) because it wrongfully, uniformly, and repeatedly refuses to repair the  
11 CR-Vs’ backseat seat belt configuration, forcing Plaintiff and the members of  
12 the Class to either only seat a maximum of two backseat passengers in their CR-  
13 Vs simultaneously, or risk the safety of their passengers by having two of their  
14 backseat passengers use tangled, twisted, and overlapping seat belts.

15 108. Plaintiff and the Class members used their CR-Vs in a manner  
16 consistent with their intended use and performed each and every duty required  
17 under the terms of the warranty including presentment, except as may have been  
18 excused or prevented by the conduct of Defendant or by operation of law in light  
19 of Defendant’s unconscionable conduct described throughout this Complaint.

20 109. Defendant received timely notice regarding the problems at issue in  
21 this litigation and, notwithstanding such notice, has failed and refused to offer an  
22 effective remedy.

23 110. In addition, upon information and belief, Defendant received  
24 numerous complaints, notice of the misconfiguration and resulting safety issue,  
25 and requests for warranty coverage from other members of the Class.

26 111. In its capacity as a supplier and/or warrantor, and by the conduct  
27 described herein, any attempt by Defendant to disclaim or otherwise limit its

28 <sup>15</sup> See Warranty Booklets, *supra* note 8.

1 express warranties in a manner that would exclude or limit coverage for the seat  
2 belt misconfiguration that was present as of the time of sale, which Defendant  
3 knew about prior to offering the CR-Vs for sale, and which Defendant did not  
4 disclose and did not remedy prior to sale (or afterward), is unconscionable, and  
5 Defendant should be estopped from pursuing such defenses.

6 112. Further, any such effort by Defendant to disclaim or otherwise limit  
7 liability for the defect is null and void because Defendant and its authorized  
8 agents, the dealers, have wrongfully, uniformly, and repeatedly refused and  
9 failed to properly repair or replace the seat belt buckles.

10 113. As such, Defendant should be estopped from disclaiming liability  
11 for its actions.

12 114. Accordingly, Plaintiff and Class members have suffered damages  
13 caused by Defendant's breach of the warranty and are entitled to recover  
14 damages as set forth herein

15 **COUNT VIII**

16 **Unjust Enrichment**

17 **In the Alternative, On Behalf of the Illinois State Class**

18 115. Plaintiff incorporates by reference each and every preceding  
19 paragraph as though fully set forth herein.

20 116. This claim is asserted on behalf of Plaintiff and the members of the  
21 Illinois State Class against Defendant.

22 117. As a direct and proximate result of Defendant's deceptive and  
23 misleading conduct as set forth above, Defendant has been unjustly enriched.

24 118. Specifically, by its misconduct described herein, Defendant has  
25 accepted a benefit (monies paid by Plaintiff and Illinois State Class members).

26 119. It would be inequitable for Defendant to retain the profits, benefits,  
27 compensation, consideration, and other monies obtained by and from  
28

1 Defendant's wrongful and deceptive conduct in marketing and selling the CR-  
2 Vs to Plaintiff and the Illinois State Class, as detailed in this Complaint.

3 120. Plaintiff, on behalf of himself and all others similarly situated,  
4 seeks restitution from Defendant and an Order of this Court proportionally  
5 disgorging all profits, benefits, compensation, consideration, and other monies  
6 obtained by Defendant from its wrongful conduct.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiff, on behalf of himself and members of the  
9 proposed Classes, prays for judgment as follows:

- 10 a) Certification of the Class under Federal Rule of Civil  
11 Procedure 23 and appointment of Plaintiff as representative  
12 of the Class and his counsel as Class counsel;
- 13 b) Compensatory and other damages for economic and non-  
14 economic damages;
- 15 c) Awarding restitution and disgorgement of Defendant's  
16 revenues or profits to Plaintiff and the members of the  
17 proposed Class;
- 18 d) An Order requiring Defendant to cease and desist from  
19 engaging in the alleged wrongful conduct and to engage in a  
20 corrective advertising campaign;
- 21 e) Statutory pre-judgment and post-judgment interest on any  
22 amounts;
- 23 f) Payment of reasonable attorneys' fees and recoverable  
24 litigation expenses as may be allowable under applicable  
25 law; and
- 26 g) Such other relief as the Court may deem just and proper.
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**JURY DEMAND**

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Plaintiff demands a trial by jury on all causes of action so triable.

Dated: July 11, 2018

Respectfully submitted,

By: /s/ Kolin Tang  
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