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14 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

15 THERON COOPER and ALICE TRAN,  
16 individually and on behalf of all others  
17 similarly situated,

18 Plaintiffs,

19 v.

20 AMERICAN HONDA MOTOR CO., INC., a  
21 California corporation,

22 Defendant.

NO. BC448670

CLASS ACTION COMPLAINT FOR  
INJUNCTIVE RELIEF, AND  
RESTITUTION  
(BY FAX)

CLASS ACTION

JURY TRIAL DEMANDED

24 I. INTRODUCTION

25 1.1 Plaintiffs Theron Cooper and Alice Tran bring this action for themselves and on  
26 behalf of all similarly situated persons who purchased or leased vehicles with defective visors  
27

CLASS ACTION COMPLAINT FOR INJUNCTIVE RELIEF,  
AND RESTITUTION - 1

CIT/CASE: BC448670 LEA/DEF#:  
RECEIPT #: CC491820098  
DATE PAID: 11/02/10 01:37:43 PM  
RECEIVED: 0310  
PAYMENT: \$945.00  
CHECK#:  
CASH#:  
CHANGE:  
CARD#:

1 (as defined below) designed, manufactured, marketed, advertised, warranted, distributed, sold  
2 and/or leased by Defendant American Honda Motor Company, Inc. (“Honda” or “Defendant”).

3 1.2 The vehicles sold with defective visors include the following models and makes:  
4 Honda Civic, Honda Civic Si, Honda Civic GX, and Honda Civic Hybrid model years 2006 –  
5 2010 (the “Affected Vehicles”).

6 1.3 At the time of sale and/or lease, the Affected Vehicles contained a defect in  
7 design or materials that causes the visors to split and hang down freely until removed or  
8 replaced. This defect is unreasonably dangerous, as the sun can more easily get into drivers’  
9 eyes and the broken visors hang into drivers’ line of sight.

10 1.4 Honda knew or should have known that the Affected Vehicles’ visors are  
11 defective and not fit for their intended purpose of properly and effectively shielding drivers’  
12 eyes from the sun. Nevertheless, Honda actively has concealed and has failed to disclose the  
13 existence and nature of this defect from Plaintiffs and the Class members at the time of  
14 purchase and/or lease and thereafter. Moreover, despite knowledge of the defect by virtue of  
15 customer complaints, Honda has not recalled the Affected Vehicles to repair the defect, has not  
16 offered to its customers a suitable repair or replacement free of charge, and has not offered to  
17 reimburse Vehicle owners and leaseholders, present or past, who incurred costs relating to visor  
18 repairs and/or replacement.

19 1.5 As a result of the defect in the Affected Vehicles’ visors, Plaintiffs and the  
20 members of the Class have suffered damages.

## 21 II. PARTIES

22 2.1 Plaintiff Theron Cooper is a Washington citizen who resides in Yakima County,  
23 Washington. Plaintiff Cooper purchased a new 2006 Honda Civic EX at Bob Hall Honda in  
24  
25  
26  
27





1           5.5       Hundreds, if not thousands, of purchasers and lessees of the Affected Vehicles  
2 have experienced problems with the defective visors. Complaints filed by consumers with the  
3 NHTSA and posted on the Internet demonstrate how widespread the defect is, how the defect  
4 manifests without warning, how aware Honda is of the defect, and how potentially dangerous  
5 the defective condition is:

- 6           • NHTSA Complaint: “Drivers side sun visor [on 2010 Honda  
7 Civic] is defective and obstructs view of the road. It will not stay  
8 up or fully extended into the window.”
- 9           • NHTSA Complaint: “Sun visor in 2009 Honda Civic has exploded  
10 and will not remain in either up or down position. As a result,  
11 visibility is impaired.”
- 12           • Internet Posting: “I purchased my 2006 Civic in April 2006 and the  
13 driver side visor just blew up. I never heard of a visor failure  
14 before! Honda says I’m on my own! This is a definite safety issue  
15 as it flops in your face.”<sup>1</sup>
- 16           • Internet Posting: “We also have a 2006 Honda Civic, and have  
17 now had a second visor crack just as everyone else here has  
18 claimed. We are in Phoenix Arizona where it gets exceedingly  
19 hot, especially inside the car. It’s obvious that this is a heat-related  
20 issue. Our first visor that broke was the passenger side visor. It  
21 cracked and as a result hung down and would not stay up. We  
22 took the car to the local Honda dealer to have that visor replaced.  
23 They replaced it under warranty. That was in May 2008. Now  
24 we’re here three months later in August 2008, and the driver’s side  
25 visor has cracked in the very same manner. It too now hangs down  
26 blocking the vision of the driver, which causes a safety issue. I too  
27 have called Honda at 1-800-999-1009 to document this issue and  
complained about the fact that this ongoing problem is a safety  
issue and that no recall has been issued as a result. The Honda rep  
I spoke to verified that no recall has been issued, but logged a case  
for me and said a Case Manager would call me to talk further  
about this issue. The rep I talked to acknowledged to me (after I  
explained the obvious safety issue of the driver’s side visor  
blocking the driver’s vision) that ‘Yes, that’s definitely a safety

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<sup>1</sup> Posted on September 12, 2008 at <http://www.usrecallnews.com/2007/09/major-honda-civic-recall-of-2006-and-2007-models.html>, last accessed October 11, 2010.

1 issue.” Clearly they (Honda) realize this but as of today, have  
2 done NOTHING with regard to a safety recall.”<sup>2</sup>

- 3 • Internet Posting: “Replaced passenger side [visors in 2006 Civic  
4 SI] two weeks ago now the driver’s side is going. It’s out of  
5 warranty so I paid \$52.00 for it from the dealer and replaced it  
6 myself. Went to the service dept and was told they are replacing  
7 them all the time.”<sup>3</sup>
- 8 • Internet Posting: “2006 civic sun visor got real hard to use now  
9 stuck and split and no recoil to hold it up.extended warranty not  
10 worth money they won’t replace either. \$69.00 to replace it i was  
11 told by dealer. Yes me and the rest of country let get this to Honda  
12 ceo//////////....yes it sucks. For a nice car to have a company not  
13 come forward to help.”<sup>4</sup>
- 14 • Internet Posting: “I owned a 2006 Honda Civic Coupe LX. The  
15 sun visor on the driver’s side split at approximately 48,000 miles.  
16 The dealership reluctantly fixed the visor. I sold the vehicle in  
17 2008. I purchased a 2008 Honda Civic sedan. At 44,000 miles,  
18 the sun visor on the driver’s side split. This is obviously a design  
19 flaw. You would think Honda would have corrected this problem  
20 between 2006 and 2008! This is a safety problem. The sun visor  
21 will not stay up and it continually drops down in my line of view.  
I am not able to replace because it is out of warranty, and I cannot  
afford to replace at this time. This issue should be corrected by  
Honda. If I had two Honda Civics (2006 and 2008), and this  
problem occurred on both, it is obvious Honda has a design flaw.”<sup>5</sup>
- Internet Posting: “Both sun visors split open. The driver’s side  
visor broke first when car was under warranty. The passenger side  
visor broke recently while the car just went off warranty. The  
visor broke from just normal use.”<sup>6</sup>
- Internet Posting: “Driver and passenger sun visors split open. The  
driver’s side visor broke first while the car was under warranty.

22 <sup>2</sup> Posted on August 12, 2008 at <http://www.usrecallnews.com/2007/09/major-honda-civic-recall-of-2006-and-2007-models.html>, last accessed October 11, 2010.

23 <sup>3</sup> Posted on July 31, 2008 at <http://www.usrecallnews.com/2007/09/major-honda-civic-recall-of-2006-and-2007-models.html>, last accessed October 11, 2010.

24 <sup>4</sup> Posted on August 13, 2008 at <http://www.usrecallnews.com/2007/09/major-honda-civic-recall-of-2006-and-2007-models.html>, last accessed October 11, 2010.

25 <sup>5</sup> Posted on September 4, 2010 at <http://www.aboutautomobile.com/Complaint/2008/Honda/Civic/Window>, last  
26 accessed October 11, 2010.

27 <sup>6</sup> Posted on August 24, 2010 at <http://www.aboutautomobile.com/Complaint/2008/Honda/Civic/Window>, last  
accessed October 11, 2010.

1 Dealer replaced it for free. The passenger side visor is starting to  
2 split. Car is no longer under warranty. Dealer will not replace  
3 visor then after acknowledging the defect, problem seems to occur  
4 in hot weather.”<sup>7</sup>

- 5 • Internet Posting: “I own a 2008 Honda Civic. At around 42,000  
6 miles, my driver’s side visor cracked on the top and dropped down  
7 into my line of vision. The visor could not be placed back up out  
8 of my line of sight. I took my car to the dealer who replaced the  
9 visor at a cost of me (about \$100). Because this is an obvious  
10 safety issue (obstructing line of sight for drivers), I believe that this  
11 problem should be an automotive recall, and that Honda should  
12 replace visors that fail free of charge. This problem is widespread  
13 as there are many complaints about this on the internet. Frankly, I  
14 was quite surprised that this safety issue was not fixed at no cost to  
15 the consumer, regardless of warrantee [sic].”<sup>8</sup>
- 16 • Internet Posting: “The visors on my 2008 Honda Civic LX have  
17 split along the top seam which results in both the driver and  
18 passenger visors unable to be put all the way up or all the way  
19 back. They just hang straight down. This is inconvenient and  
20 possibly hazardous since the only way the visors can be put up  
21 requires both hands. A coworker with a 2006 Civic LX says her  
22 visors do the same thing.”<sup>9</sup>
- 23 • Internet Posting: “2008 driver visor broke. This is the second  
24 broken driver side visor. I consider this a driving hazard since it  
25 impaired vision. The visors should be recalled by Honda. I have  
26 research online and appears this problem has been going on since  
27 2006.”<sup>10</sup>
- Internet Posting: “I have a 2008 Honda Civic and within 6 months  
of having the car the visors split & do not stay up. They are in the  
way of visibility. They are useless. Contacted Honda who said  
they have had many complaints but no recall has been made at this  
point.”<sup>11</sup>

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<sup>7</sup> Posted on August 24, 2010 at <http://www.aboutautomobile.com/Complaint/2008/Honda/Civic/Window>, last accessed October 11, 2010.

<sup>8</sup> Posted on August 17, 2010 at <http://www.aboutautomobile.com/Complaint/2008/Honda/Civic/Window>, last accessed October 11, 2010.

<sup>9</sup> Posted on August 4, 2010 at <http://www.aboutautomobile.com/Complaint/2008/Honda/Civic/Window>, last accessed October 11, 2010.

<sup>10</sup> Posted on June 11, 2010 at <http://www.aboutautomobile.com/Complaint/2008/Honda/Civic/Window>, last accessed October 11, 2010.

<sup>11</sup> Posted on June 7, 2010 at <http://www.aboutautomobile.com/Complaint/2008/Honda/Civic/Window>, last accessed October 11, 2010.

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- Internet Posting: “I have had 3 previous sun visors replaced. When they break they split and then fall and hang in your viewing area. This time (#4) it was the driver’s side. When it split (broke) this time it fell and hit me in the head while I was on the free way, causing me to swerve slightly into the next lane.”<sup>12</sup>
  - Internet Posting: “Both sun visors on my 2008 Honda Civic EX sedan swing down suddenly and unexpectedly. This abrupt malfunction blocks view of both the road and the rear view mirror, creating an extremely hazardous driving situation. When they swing down, efforts to return them to the ?up? (never have been deployed) position are completely useless. Both swing down again and refuse to remain up and out of the way. The visors are made up of several plastic panels. At least one of the panels in each visor seems to have warped due to normal summer temperatures. It appears that deformation is what prevents the visor from working normally. It is just a matter of time before this causes a serious accident.”<sup>13</sup>
  - Internet Posting: “Both my driver and passenger side visors have cracked and will not stay up. They fall down while I drive–this is a safety hazard!! Has anyone heard directly from Honda? I plan to call and file a complaint as well.”<sup>14</sup>
  - Internet Posting: “I called Honda USA at 1-800-999-1009. The person answering said they know about it and are working on it.”<sup>15</sup>
  - Internet Posting: “My 2007 Honda Civic coupe has now had 3 new visors replaced due to splitting apart (2x drivers side, 1x passenger side). I’ve only owned it for 2 months, I’m the 2nd owner. I called Honda at 1-800-999-1009 to document this. I’ve had 2 Phoenix Honda dealers replace. Tempe Honda is replacing about 100 of these per month. It’s so frequent, that at any given chance in the service waiting room, there is usually one other person waiting to have their visor replaced on the 06-08 Civic. It’s a terrible design. Please call Honda with this. Also, research Lemon Laws and see if this is applicable in your state. Honda here

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<sup>12</sup> Posted on May 22, 2009 at <http://www.aboutautomobile.com/Complaint/2008/Honda/Civic/Window>, last accessed October 11, 2010.

24

<sup>13</sup> Posted on September 30, 2008 at <http://www.aboutautomobile.com/Complaint/2008/Honda/Civic/Window>, last accessed October 11, 2010.

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<sup>14</sup> Posted on August 1, 2008 at <http://www.usrecallnews.com/2007/09/major-honda-civic-recall-of-2006-and-2007-models.html>, last accessed October 11, 2010.

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<sup>15</sup> Posted on August 1, 2008 at <http://www.usrecallnews.com/2007/09/major-honda-civic-recall-of-2006-and-2007-models.html>, last accessed October 11, 2010.

1 says this is just an Arizona issues, BS, other folks here are posting  
2 outside of Arizona. It's a terrible design (2 piece that splits when  
adhesive breaks) that needs to be recalled, it is a safety issue."<sup>16</sup>

- 3
- 4 • Internet Posting: "Stopping by the Honda dealership this evening  
5 to address the wheel bearing recall I also informed them of a third  
6 broken defective sunvisor on a 2006 Honda Civic which yielded no  
7 satisfactory results. The staff is friendly and great in so many other  
8 ways, just not regarding the visor. Last time I was there *the*  
9 *service rep mentioned defective sunvisors were a real problem,*  
10 *and to bring the car back if I should continue to experience any*  
11 *further problems.* The current rep and his manager *denied being*  
12 *aware of any problems with the visor.* I find that incongruity  
13 odd. Since the visor is no longer under warranty the cost of a  
14 replacement visor, with no guarantee it will survive a year, was  
15 quoted as \$75.00 (plus labor?). Since this continues to be a defect  
that is not improved upon or rectified why would I be interested in  
purchasing another defective disposable sunvisor. I asked if a  
sunvisor from another model or year could be installed. It cannot.  
It was suggested I contact an 800#. I'm not comfortable with the  
limited vision due to the broken sunvisor. I hope to have timely  
results. Thank you all for your support while we address this  
situation with Honda. I'm so surprised since Honda's have been so  
incredible. My last Honda ran for 13 years and didn't experience a  
broken visor. I'd like to see Honda take responsibility and rectify  
the situation" (emphasis added).<sup>17</sup>

- 16
- 17 • Internet Posting: "I have a 2006 Honda Civic Coupe EX and ever  
18 since I bought it I've had problems with the sunvisors. I've had to  
19 replace both each year since I've gotten the car and am going in  
20 this Friday to replace the driver's side once again. It's very  
21 annoying but when I asked the service manager about it, he stated  
all they can do is replace them as it is a design flaw – um HELLO  
then REDESIGN THEM! My factory warranty is done but I got an  
extended warranty and that should cover it, if not they're going to  
get a piece of my mind and a sunvisor up their &\*^%\$#@!"<sup>18</sup>

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- 23 • Internet Posting: "I just moved to TX 6 mo. ago and the same  
24 thing happened to me. First the driver's side and now the passenger  
25 side. I almost hit a child this morning because the visor will not

26 <sup>16</sup> Posted on August 16, 2008 at <http://www.usrecallnews.com/2007/09/major-honda-civic-recall-of-2006-and-2007-models.html>, last accessed October 11, 2010.

27 <sup>17</sup> Posted on August 23, 2008 at <http://www.usrecallnews.com/2007/09/major-honda-civic-recall-of-2006-and-2007-models.html>, last accessed October 11, 2010.

<sup>18</sup> Posted on August 25, 2008 at <http://www.usrecallnews.com/2007/09/major-honda-civic-recall-of-2006-and-2007-models.html>, last accessed October 11, 2010.

1 stay up, it continuously falls down when I am driving and turns  
2 into a huge blind spot! It cost me \$75 to replace the first visor. I  
3 really don't want to pay another \$75 for Honda's mistake, but I  
4 will to save the life of a child! I hope Honda really does get this  
5 fixed, I've been a Honda owner for 10 years and this really makes  
6 me feel that Honda doesn't build their cars like they used to!"<sup>19</sup>

- 7 • Internet Posting: "So I have the 2nd and 3rd visor replaced by the  
8 dealer (Honda of Superstition Springs in Mesa, AZ), who told me  
9 that these replacement visors have been redesigned. Note also that  
10 that Honda service rep ALSO told me about the service bulletin  
11 issued in May '08 and that the replacement visors have been  
12 redesigned... And here I am, 17 days later, and the  
13 "REDESIGNED" REPLACEMENT VISOR HAS BROKEN, in  
14 the same manner as the previous three defective visors!! This is  
15 utterly ridiculous! Honda is flat-out lying to us about this  
16 continuing problem. So now I will be making yet another call to  
17 my local dealer AND the Honda 800 # to complain about this  
18 again. What is really annoying about this is that I have to waste  
19 approximately 3 HOURS at the dealer every time a visor is  
20 replaced!"<sup>20</sup>

- 21 • Internet Posting: "Up until this morning, I loved my little Honda.  
22 The driver side visor in my 2006 Civic LX dangled in my field of  
23 vision on my way to work today and finally fell off in my lap while  
24 driving. After reading the plethora of similar stories on this and  
25 other sites, I am truly amazed that a quality company like Honda  
26 would continue to replace and inferior part with a similarly  
27 inferior part. The perplexing part is that sun visors are not new or  
complex technology. I've got an appointment to have my visor  
replaced tomorrow with I'm sure and equally inferior product. I  
didn't pay a premium for a Honda only to have to repeatedly take  
time out of my busy day to repeatedly return to have simple parts  
repeatedly replaced. More important than the inconvenience is the  
SAFETY HAZARD of being distracted while driving, having your  
field of vision impaired by a dangling object, and then having to  
deal with the glaring sun after the visor fell off. How many more  
times are Civic drivers going to have to deal with this. Come on  
Honda – GIVE ME A SAFE AND RELIABLE VISOR!!!!"<sup>21</sup>

<sup>19</sup> Posted on September 17, 2008 at <http://www.usrecallnews.com/2007/09/major-honda-civic-recall-of-2006-and-2007-models.html>, last accessed October 11, 2010.

<sup>20</sup> Posted on September 22, 2008 at <http://www.usrecallnews.com/2007/09/major-honda-civic-recall-of-2006-and-2007-models.html>, last accessed October 11, 2010.

<sup>21</sup> Posted on September 24, 2008 at <http://www.usrecallnews.com/2007/09/major-honda-civic-recall-of-2006-and-2007-models.html>, last accessed October 11, 2010.

- 1 • Internet Posting: “I’ve had to replace 3 cracked driver side  
2 sunvisors on my 2007 Honda. DON’T LET ANYONE TELL YOU  
3 IT IS JUST A HEAT PROBLEM. I live in Central California,  
4 hardly ever get real hot weather. Honda at 1-800-999-1009 acted  
5 like I was only one that has this problem. Refused to replace  
6 sunvisor when warranty is over. Look on internet. Massive  
7 complaints about sunvisor. We should not be penalized because  
8 they use cheap parts. This is a safety issue. This problem started  
9 with their 2006 models and they still haven’t fixed it.”<sup>22</sup>
- 10 • Internet Posting: “The sun visors on my nighthawk black pearl  
11 2006 Honda Civic Si have come apart and do not function as  
12 intended. They have been replaced over 10 times within the 3-year  
13 bumper-to-bumper warranty period and now that 3 years have  
14 passed the Honda dealership I purchased my car from, and whom I  
15 use to exclusively service my vehicle, has refused to replace the  
16 visors. These defective visors are a hazard to the daily operation of  
17 the vehicle, especially when flipped down and away from the front  
18 windshield, towards the door windows. During turns the driver  
19 side visor will often swing towards my face and hit me.”<sup>23</sup>
- 20 • Internet Posting (from Civic Hybrid owner): “I’m on my 4th  
21 passenger side and 3rd driver side visor. They are such a stupid  
22 part to be having problems with and I’d heard rumors that the part  
23 had been updated, but the dealer denied this last time I was in  
24 there. They also mentioned there was a warranty extension on sun  
25 visors, but I can not find any sort of documentation on this and I  
26 sat there looking through all the TSB’s while my last one was  
27 being replaced.”<sup>24</sup>
- 28 • Internet Posting: “Like many others, I have a problem with the sun  
29 visor on my 2006 Honda Civic!! I stopped by the dealership to  
30 point out the problem and ask for a solution. The only suggestion I  
31 got was to purchase a new one for about \$65.00. This doesn’t seem  
32 right, since the person I talked to admitted that they were defective  
33 and explained that the metal rod inside is stronger than the plastic,  
34 and therefore causes the plastic to split open when rotated to lower  
35 the visor! In addition, I agree with Tricia that it can be a real  
36 hazzard. When lowered, the visor doesn’t go all the way down  
37 before the plastic splits, and it then gets stuck in that haft way

24 <sup>22</sup> Posted on March 7, 2009 at <http://www.usrecallnews.com/2007/09/major-honda-civic-recall-of-2006-and-2007-models.html>, last accessed October 11, 2010.

25 <sup>23</sup> Posted on September 19, 2010 at <http://www.usrecallnews.com/2007/09/major-honda-civic-recall-of-2006-and-2007-models.html>, last accessed October 11, 2010.

26 <sup>24</sup> Posted on June 12, 2010 at <http://www.usrecallnews.com/2007/09/major-honda-civic-recall-of-2006-and-2007-models.html>, last accessed October 11, 2010.

1 position, only a few inches from the driver's head! It's hard plastic  
2 and in case of a collision where the head would be thrown forward  
3 it could easily hit that hard visor and cause great injury! Is Honda  
4 waiting for a major law suit to change these visors to a higher  
5 quality? This is ridiculous! Maybe a class action lawsuit is what  
6 they need?"<sup>25</sup>

- 7 • Internet Posting: "I live in S. Cali and in the High Desert. A typical  
8 summer day for us here is around 105-106deg. I own the 06' Si  
9 and have had my passenger side Visor replaced 3x's (yes count em)  
10 and my driver's side once. Just today I got in to drive my Si to  
11 work and went to remove the carpet sized Windshield Sun Screen  
12 and <SNAP>! There splits the driver's side visor yet AGAIN So  
13 now I have to take her into the shop for what I feel is a pretty  
14 systematic reoccurring problem. The service department tells me  
15 this a MAJOR flaw in design and manufacturing on Honda's part  
16 and that they spend more time replacing broken visors than they  
17 feel they should have to."<sup>26</sup>

18 5.6 Customers have made warranty claims to Honda and have reported the defect in  
19 the Affected Vehicles' visors to Honda directly and through its dealers so that Honda is fully  
20 aware of the defect in the Affected Vehicles. Despite this, Honda actively has concealed the  
21 existence and nature of said defect from Plaintiffs and the members of the Class at the time of  
22 purchase or lease and thereafter. Moreover, Honda has not recalled the Affected Vehicles to  
23 repair the defect, has not offered to its customers a suitable repair or replacement free of  
24 charge, and has not offered to reimburse Vehicle owners and leaseholders, present or past, who  
25 incurred costs relating to visor repairs.

26 5.7 The members of the Class have not received the value for which they bargained  
27 when they purchased and/or leased the Affected Vehicles. There is a difference in value

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<sup>25</sup> Posted on May 17, 2009 at <http://www.usrecallnews.com/2007/09/major-honda-civic-recall-of-2006-and-2007-models.html>, last accessed October 11, 2010.

<sup>26</sup> Posted on July 26, 2007 at <http://www.civicforums.com/forums/181-8th-gen-honda-civic/296797-sun-visor-split-open.html>, last accessed October 11, 2010.

1 between the Affected Vehicles as warranted and the Affected Vehicles containing the defect  
2 coupled with an ineffective warranty.

3 5.8 The value of the Affected Vehicles has also been diminished as a result of the  
4 defect.

## 5 VI. TOLLING

6 6.1 Because the defects in the design and/or manufacture of the Affected Vehicles  
7 and their visors are not detectable until manifestation of the damage, Plaintiffs and the Class are  
8 not reasonably able to discover the problem until long after purchasing or leasing the Affected  
9 Vehicles, despite their exercise of due diligence.  
10

11 6.2 Plaintiffs and the Class members have no realistic ability to discern that the  
12 visor is defective until it fails. In addition, despite the exercise of due diligence, Plaintiffs and  
13 the Class members could not reasonably have been expected to learn or discover the fact that  
14 they were deceived, and that material information concerning the visors was concealed from  
15 them, until manifestation of failure. Therefore, the claims being asserted by Plaintiffs and the  
16 Class members present the typical scenario in which the discovery rule is applicable.  
17

18 6.3 Upon information and belief, Defendant has known of the defect in the Affected  
19 Vehicles and their visors since at least 2006, if not earlier, and has concealed from owners and  
20 lessees of the Affected Vehicles and/or failed to alert the owners and lessees of the Affected  
21 Vehicles regarding the defective nature of the visors.

22 6.4 Any applicable statutes of limitation have, therefore, been tolled by Defendant's  
23 concealment and denial of the facts alleged herein. Further, Defendant is estopped from relying  
24 on any statutes of limitation because of its concealment of the defective nature of the Affected  
25 Vehicles and their visors.  
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## VII. CLASS ACTION ALLEGATIONS

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2 7.1 Plaintiffs bring this lawsuit as a class action on behalf of themselves and all  
3 other United States residents similarly situated as members of a proposed plaintiff class  
4 pursuant to California Code of Civil Procedure 382 and Civil Code § 1781. This action  
5 satisfies the numerosity, ascertainability, commonality, typicality, adequacy, predominance,  
6 and superiority requirements of those provisions.

7 7.2 The Class is defined as:

8  
9 All persons in the United States who purchased or leased a model  
10 year 2006 through 2010 Honda Civic, Honda Civic GX, Honda  
11 Civic Si, and Honda Civic Hybrid. Excluded from the Class are  
12 Defendant, any entity in which Defendant has a controlling  
13 interest or which has a controlling interest of Defendant, and  
14 Defendant's legal representatives, assigns and successors. Also  
15 excluded are the judge to whom this case is assigned and any  
16 member of the judge's immediate family.

17 7.3 Claims for personal injury are specifically excluded from the Class.

18 7.4 Although the exact number of Class members is uncertain and can only be  
19 ascertained through appropriate discovery, Plaintiffs are informed and reasonably believe the  
20 number is in the thousands (if not tens of thousands) and certainly great enough such that  
21 joinder is impracticable. The disposition of the claims of these Class members in a single class  
22 action will provide substantial benefits to all parties and to the Court.

23 7.5 Class members can easily be ascertained from Defendants' or nonparties'  
24 warranty records, sales records, and by the fact that vehicle ownership confers knowledge of  
25 vehicle manufacturer, type, model, and model date.

26 7.6 The claims of the representative Plaintiffs are typical of the claims of the Class  
27 in that the representative Plaintiffs, like all Class members, own vehicles that contain a design,  
manufacture, and/or materials defect in the vehicles' visors. As a result of the defect, the visors

1 have failed and/or will fail prematurely. The representative Plaintiffs, like all Class members,  
2 have been damaged by Defendant's misconduct in that they have incurred or will incur the cost  
3 of repairing damage caused by the defect in the Affected Vehicles' visors or will incur the cost  
4 of replacing the defective visors. Furthermore, the factual bases of Defendant's misconduct is  
5 common to all Class members and represents a common thread of unfair or deceptive conduct  
6 resulting in injury to all members of the Class.

7  
8 7.7 There are numerous questions of law and fact common to Plaintiffs and the  
9 Class. Those questions predominate over any questions that may affect individual Class  
10 members, and include the following:

11 7.7.1 Whether the Affected Vehicles' visors manufactured by Honda are  
12 defectively designed and/or manufactured such that they are not suitable for their intended use;

13 7.7.2 Whether Defendant knew or should have known of the inherent  
14 design and/or manufacturing defect in its Affected Vehicles' visors;

15 7.7.3 Whether Defendant failed to disclose to Plaintiffs and the Class the  
16 inherent problems with its Affected Vehicles' visors;

17 7.7.4 Whether Defendant had a duty to Plaintiffs and the Class to disclose  
18 the inherent problems with its Affected Vehicles' visors;

19 7.7.5 Whether the facts concealed and/or not disclosed by Defendant to  
20 Plaintiffs and the Class are material facts;

21 7.7.6 Whether Defendant engaged in unfair competition or unfair  
22 deceptive acts or practices when it concealed the limitations and failed to warn Plaintiffs and  
23 Class members of the defects in its Affected Vehicles' visors;  
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1                   7.7.7       Whether Defendant's conduct in marketing, selling, and leasing its  
2 Affected Vehicles with the defective visors constitutes a violation of the Consumers Legal  
3 Remedies Act, California Civil Code section 1750 *et seq.*;

4                   7.7.8       Whether Defendant's conduct in marketing, selling, and leasing its  
5 Affected Vehicles with the defective visors constitutes a violation of the Unfair Business  
6 Practices Act, California Business & Professions Code section 17200 *et seq.*;

7                   7.7.9       Whether Defendant should be declared financially responsible for  
8 notifying all Class members of the problems with its Affected Vehicles' visors and for the costs  
9 and expenses of repair and replacement of all such visors;

10                  7.7.10      Whether Plaintiffs and the Class are entitled to compensatory,  
11 exemplary, and statutory damages, and the amount of such damages, including, among other  
12 things: (i) compensation for all out-of-pocket monies expended by members of the Class for  
13 repairs of the Affected Vehicles' visors, replacement of the Affected Vehicles' visors, and loss  
14 of use of the visors while Affected Vehicles were being repaired and/or replaced; (iii) the  
15 failure of consideration in connection with and/or difference in value arising out of the variance  
16 between the Affected Vehicles as warranted and the Affected Vehicles containing the defect;  
17 and (iv) the diminution of resale value of the Affected Vehicles resulting from the defect;

18                  7.7.11      Whether Plaintiffs and the Class are entitled to replacement of their  
19 defective visors with non-defective visors; and

20                  7.7.12      Whether Defendant should be ordered to disgorge, for the benefit of  
21 the Class, all or part of the ill-gotten profits it received from the sale of Affected Vehicles with  
22 defective visors, and/or to make full restitution to Plaintiffs and the members of the Class.  
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1           7.8     Plaintiffs will fairly and adequately protect the interests of the Class. Plaintiffs  
2 have retained counsel with substantial experience in prosecuting consumer class actions, and  
3 specifically actions involving defective products. Plaintiffs and their counsel are committed to  
4 prosecuting this action vigorously on behalf of the Class, and have the financial resources to do  
5 so. Neither Plaintiffs nor their counsel have any interests adverse to those of the Class.

6           7.9     Plaintiffs and the members of the Class have all suffered or will suffer harm and  
7 damages as a result of Defendant's unlawful and wrongful conduct. A class action is superior  
8 to other available methods for the fair and efficient adjudication of the controversy. Absent a  
9 class action, most members of the Class likely would find the cost of litigating their claims to  
10 be prohibitive and would have no effective remedy at law. Because of the relatively small size  
11 of the individual Class member's claims, it is likely that only a few Class members could afford  
12 to seek legal redress for Defendant's misconduct. Absent a class action, Class members will  
13 continue to incur damages and Defendant's misconduct will continue without remedy. Class  
14 treatment of common questions of law and fact would also be superior to multiple individual  
15 actions or piecemeal litigation in that class treatment will conserve the resources of the courts  
16 and the litigants, and will promote consistency and efficiency of adjudication.

17  
18  
19                                   **VIII. FIRST CLAIM FOR RELIEF**  
20                                   **(Violation of California's Consumers Legal Remedies Act,**  
21                                   **California Civil Code section 1750 et seq.)**

22           8.1     Plaintiffs incorporate by reference the allegations contained in the preceding  
23 paragraphs of this Complaint.

24           8.2     Defendant is a "person" as defined by Civil Code section 1761(c).

25           8.3     Plaintiffs and Class members are consumers who purchased the Affected  
26 Vehicles.

1           8.4     By failing to disclose and concealing the fact that the Affected Vehicles' visors  
2 contain a design, materials, or manufacture defect that causes them to split and hang down  
3 freely in front of the drivers' and passengers' line of sight, Honda violated Civil Code section  
4 1770(a), as it represented that the visors in the Affected Vehicles had characteristics and  
5 benefits that they do not have, and represented that the visors in its Affected Vehicles were of a  
6 particular standard, quality, or grade when they were of another. (*See Civ. Code §§ 1770(a)(5)*  
7 and (7)).

8           8.5     Defendant's unfair or deceptive acts or practices occurred repeatedly in  
9 Defendant's trade or business, were capable of deceiving a substantial portion of the purchasing  
10 public and imposed a serious financial risk on the public.

11           8.6     Defendant knew but failed to disclose that the Affected Vehicles' visors were  
12 defectively designed or manufactured, would fail prematurely when used as instructed, and  
13 were not suitable for their intended purpose of properly and effectively shielding drivers' eyes  
14 from the sun.

15           8.7     Defendant was under a duty to Plaintiffs and the Class to disclose the defective  
16 nature of the Affected Vehicles' visors because:

17                 8.7.1   Defendant was in a superior position to know the true state of facts about  
18 the safety defect in the Affected Vehicles' visors;

19                 8.7.2   Plaintiffs and the Class members could not reasonably have been  
20 expected to learn or discover that the Affected Vehicles' visors had a dangerous safety defect  
21 until manifestation of the failure; and

22                 8.7.3   Defendant knew Plaintiffs and the Class members could not reasonably  
23 have been expected to learn or discover the safety defect;

24           8.8     In failing to disclose the defects in the Affected Vehicles' visors, Defendant  
25 knowingly and intentionally concealed material facts and breached its duty not to do so.



1 freely in front of the drivers' and passengers' line of sight and/or by failing to effectively repair  
2 or replace defective visors.

3 9.4 Defendant's acts and practices violated the UCL because they violate the  
4 Consumer Legal Remedies Act.

5 9.5 Plaintiff and the Class reasonably expected the visors to function properly and to  
6 effectively shield drivers' and passengers' eyes from the sun. This is the reasonable and  
7 objective consumer expectation.

8 9.6 Defendant knew its Affected Vehicles' visors were defectively designed or  
9 manufactured, would fail prematurely, and were not suitable for their intended use as devices to  
10 shield eyes from the sun.

11 9.7 In failing to disclose the defective visors, Defendant knowingly and  
12 intentionally concealed material facts and breached its duty not to do so.

13 9.8 Defendant's "unlawful" acts or practices occurred repeatedly in Defendant's  
14 trade or business, and were capable of deceiving a substantial portion of the purchasing public.

15 9.9 Plaintiffs and reasonable consumers relied on Defendant's material omissions.  
16 As a direct and proximate result of Defendant's "unlawful" and deceptive practices, Plaintiffs  
17 and the Class have suffered and will continue to suffer actual damages.

18 9.10 Defendant has been unjustly enriched and should be required to make restitution  
19 to Plaintiffs and the Class pursuant to sections 17203 and 17204 of the Business & Professions  
20 Code.

## 21 X. THIRD CLAIM FOR RELIEF

22 (*Unfair Business Practices, Violation of California's Unfair Competition Law ("UCL"),*  
23 *California Business & Professions Code section 17200 et seq.*)

24 10.1 Plaintiffs incorporate by reference the allegations contained in the preceding  
25 paragraphs of this Complaint.

26 10.2 California Business & Professions Code section 17200 prohibits acts of "unfair  
27 competition," which includes any "unfair" business practices.



1           11.1 Plaintiff incorporates by reference the allegations contained in the preceding  
2 paragraphs of this Complaint.

3           11.2 California Business & Professions Code section 17200 prohibits acts of “unfair  
4 competition,” which includes any “fraudulent” business practices, or acts.

5           11.3 Defendant engaged in “unfair” business practices by knowingly and  
6 intentionally failing to disclose to Plaintiffs and the Class that the Affected Vehicles’ visors  
7 contain a design, materials or manufacture defect that causes them to split and hang down  
8 freely in front of the drivers’ and passengers’ line of sight and/or by failing to suitably repair or  
9 replace defective visors.

10          11.4 Plaintiffs and the Class reasonably expected the Affected Vehicles’ visors to  
11 properly and effectively shield drivers’ and passengers’ eyes from the sun. This is the  
12 reasonable and objective consumer expectation.

13          11.5 Defendant knew its Affected Vehicles’ visors were defectively designed or  
14 manufactured, would fail prematurely, and were not suitable for their intended use to shield  
15 drivers’ and passengers’ eyes from the sun.

16          11.6 In failing to disclose the defects in the Affected Vehicles’ visors, Defendant  
17 knowingly and intentionally concealed material facts and breached its duty not to conceal  
18 material facts.

19          11.7 Defendant engaged in “fraudulent” business acts and practices by failing to  
20 disclose to Plaintiff and the Class members Defendant’s knowledge concerning the defects in  
21 the Affected Vehicles’ visors and/or failing to repair or replace the defective visors.

22          11.8 Defendant’s “fraudulent” acts or practices occurred repeatedly in Defendant’s  
23 trade or business, and were capable of deceiving a substantial portion of the purchasing public.

24          11.9 Plaintiffs relied on Defendant’s misrepresentations and omissions. As a direct  
25 and proximate result of Defendant’s “fraudulent” and deceptive practices, Plaintiffs and the  
26 Class have suffered and will continue to suffer actual damages.

1 11.10 Defendant has been unjustly enriched and should be required to make restitution  
2 to Plaintiffs and the Class pursuant to sections 17203 and 17204 of the Business & Professions  
3 Code.

## 4 XII. FIFTH CLAIM FOR RELIEF

5 *(False Advertising, Violation of California's Unfair Competition Law ("UCL"), California  
6 Business & Professions Code section 17200 et seq.)*

7 12.1 Plaintiff incorporates by reference the allegations contained in the preceding  
8 paragraphs of this Complaint.

9 12.2 California Business & Professions Code section 17200 prohibits acts of "unfair  
10 competition," which includes "unfair, deceptive, untrue or misleading advertising" and acts  
11 prohibited by section 17500, which prohibits false advertising.

12 12.3 With the intent to sell its Affected Vehicles to unknowing consumers, Defendant  
13 failed to disclose to Plaintiffs and the Class that the Affected Vehicles' visors contain a design,  
14 materials, or manufacture defect that causes them to split and hang down freely in front of the  
15 drivers' and passengers' line of sight.

16 12.4 Defendant engaged in "unfair, deceptive, untrue or misleading advertising" by  
17 knowingly and intentionally failing to disclose that the Affected Vehicles' visors contain a  
18 defect that causes them to split and hang down freely in front of the drivers' and passengers'  
19 line of sight.

20 12.5 Plaintiffs and the Class reasonably expected the Affected Vehicles' visors to  
21 function properly. This is the reasonable and objective consumer expectation.

22 12.6 Defendant knew its Affected Vehicles' visors were defectively designed or  
23 manufactured, would fail prematurely, and were not suitable for their intended use, yet it still  
24 failed to disclose this information in its advertisements.

25 12.7 In failing to disclose the defects in its Affected Vehicles' visors, Defendant  
26 knowingly and intentionally concealed material facts and breached its duty not to conceal  
27 material facts.



1 Plaintiffs seek only equitable and injunctive relief with respect to their claims under the  
2 California's Consumers Legal Remedies Act, California Civil Code section 1750 *et seq.*;

3 E. A declaration that Defendant must disgorge, for the benefit of the Class, all or  
4 part of the ill-gotten profits it received from the sale or lease of its Affected Vehicles, or to  
5 make full restitution to Plaintiffs and the members of the Class;

6 F. An award of attorneys' fees and costs, as allowed by law;

7 G. An award of pre-judgment and post-judgment interest, as provided by law;

8 H. For leave to amend the Complaint to conform to the evidence produced at trial;

9  
10 and

11 I. Such other or further relief as may be appropriate under the circumstances.

12  
13 **IX. JURY DEMAND**

14 Plaintiffs demand a trial by jury.

15 DATED this 27th day of October, 2010.

16 TERRELL MARSHALL & DAUDT PLLC

17  
18 By: 

Beth E. Terrell, CSB 178181

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forthcoming)

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12 Telephone: (202) 232-7550  
13 Facsimile: (202) 232-7556

11 *Attorneys for the Plaintiff*

14 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
15 COUNTY OF LOS ANGELES

16 THERON COOPER and ALICE TRAN,  
17 individually and on behalf of all others  
18 similarly situated,

18 Plaintiffs,

19 v.

20 AMERICAN HONDA MOTOR CO., INC., a  
21 California corporation,

22 Defendant.

NO.

**DECLARATION OF THERON  
COOPER**

23 I, Theron Cooper, declare as follows:

- 24 1. I am a named plaintiff in this litigation.  
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2. I have personal knowledge of the matters set forth below except as to those matters stated herein which are based on information and belief, which matters I believe to be true.

3. If called as a witness I could and would testify competently to the matters set forth in this declaration.

4. I am informed and believe that venue is proper in this court under Civil Code 1780(c) based on the fact that Defendant American Honda Motor Company, Inc. resides in Los Angeles County, has been and is doing business in Los Angeles County, and a substantial part of the events or omissions giving rise to my claims occurred in Los Angeles County.

I declare under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct and that this declaration was executed on October \_\_, 2010 in Yakima, Washington.



Theron Cooper

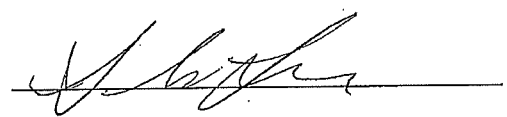


1        2.        I have personal knowledge of the matters set forth below except as to those  
2 matters stated herein which are based on information and belief, which matters I believe to be  
3 true.

4        3.        If called as a witness I could and would testify competently to the matters set  
5 forth in this declaration.

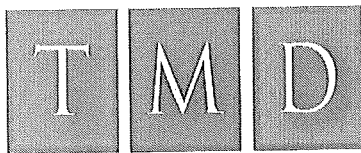
6        4.        I am informed and believe that venue is proper in this court under Civil Code  
7 1780(c) based on the fact that Defendant American Honda Motor Company, Inc. resides in Los  
8 Angeles County, has been and is doing business in Los Angeles County, and a substantial part  
9 of the events or omissions giving rise to my claims occurred in Los Angeles County.

10        I declare under penalty of perjury under the laws of the state of California that the  
11 foregoing is true and correct and that this declaration was executed on October 29, 2010 in San  
12 Francisco, California.



Alice Tran

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TERRELL  
MARSHALL  
& DAUDT  
PLLC

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BETH E. TERRELL  
[bterrell@tmdlegal.com](mailto:bterrell@tmdlegal.com)

Our File No.: H-1163-001.A

October 29, 2010

**VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED**

American Honda Motor Company, Inc.  
1919 Torrance Boulevard  
Mail Stop: 500 – 2N – 7D  
Torrance, California 90501-2746

Re: Notice of Unlawful Business Practices  
California Civil Code §§ 1781 and 1782

Dear Sir or Madam:

On behalf of Theron Cooper, Alice Tran, and all others similarly situated, you are hereby notified, pursuant to California Civil Code Sections 1781 and 1782 (a)(1), of violations of the Consumer Legal Remedies Act (Civ. Code § 1770, *et seq.*) which have occurred and are occurring regarding the sun visors installed on model year 2006 through 2010 Honda Civics, Honda Civic GXs, Honda Civic Hybrids, and Honda Civic Si's (the "Affected Vehicles") by American Honda Motor Company, Inc. ("Honda"), or its subsidiary and affiliate entities.

The Affected Vehicles' visors contain a defect in design or materials that causes them to split and hang down freely until removed or replaced. This defect is unreasonably dangerous, as the sun can more easily get into drivers' eyes and the broken visors hang into drivers' line of sight. Honda knew or should have known that the Affected Vehicles' visors are defective and not fit for their intended purpose of properly and effectively shielding drivers' eyes from the sun. Nevertheless, Honda failed to disclose the existence and nature of the defect to Mr. Cooper, Ms. Tran and other consumers. Moreover, despite knowledge of the defect by virtue of customer complaints, Honda has not recalled the Affected Vehicles to repair the defect, has not offered to its customers a suitable repair or replacement free of charge, and has not offered to reimburse Vehicle owners and leaseholders, present or past, who incurred costs relating to visor repairs and/or replacement.

As a result of the defect in the Affected Vehicles' visors, consumers have suffered financial injury. The visors' defects often become evident after the Affected Vehicles'

American Honda Motor Company, Inc.  
October 29, 2010  
Page 2

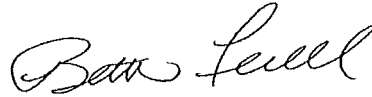
warranties have expired, requiring consumers to pay out of pocket to replace them. Consumers have repeatedly brought these matters to Honda's attention, without satisfactory resolution.

We hereby demand that you correct this violation of law by:

- (1) Issuing an immediate recall of all visors installed in the Affected Vehicles;
- (2) Issuing a product bulletin notifying all owners of the Affected Vehicles of the defects, their effect on the operability of the visors, and the safety and monetary risks associated with the defects;
- (3) Extending the warranty period on the Affected Vehicles; and
- (4) Reimbursing all repair and other expenses incurred by owners of the Affected Vehicles.

Pursuant to Cal. Civ. Code section 1782, subdivision (b), you have thirty (30) days after receipt of this notice to correct this violation of law, or legal action will be pursued.

Very truly yours,



Beth E. Terrell

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BET:JRM:bkk

cc: Roy Brisbois (via email and U.S. mail)