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UNITED STATES DISTRICT COURT
_____ CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

DENNIS GRIBBINS, individually and on)
behalf of all others similarly situated,)

Plaintiff,)

v.)

AMERICAN HONDA MOTOR)
COMPANY, INC.,)

Defendant.)

Case No.

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

1 Plaintiff, DENNIS GRIBBINS, for his Class Action Complaint on behalf of
2 himself and all others similarly situated, upon personal knowledge as to facts
3 pertaining to himself and upon information and belief as to all other matters, based
4 on the investigation of his counsel, against Defendant AMERICAN HONDA
5 MOTOR COMPANY, INC. (“Defendant” or “Honda”), states as follows:

6 **I. JURISDICTION, VENUE AND INTRADISTRICT ASSIGNMENT**

7 1. This Court has subject matter jurisdiction over this action pursuant to 28
8 U.S.C. §1332 (2005). This Court also has personal jurisdiction over Defendant
9 because a substantial portion of the wrongdoing alleged in this Complaint took place
10 in this state, Defendant’s principle executive offices are located in this state, and
11 Defendant is authorized to do business here, has sufficient minimum contacts with
12 this state, and/or otherwise intentionally avails itself of the markets in this state
13 through the promotion, marketing and sale of its products in this state, to render the
14 exercise of jurisdiction by this Court permissible under traditional notions of fair
15 play and substantial justice.

16 2. Venue in this Court is proper because Defendant’s principle executive
17 offices are located at 1919 Torrance Blvd., Torrance, California 90501-2746, and
18 because a substantial part of the acts or omissions giving rise to the claims in this
19 action occurred in this Judicial District.

20 3. Intradistrict assignment to the Western Division is proper because
21 Defendant’s principal executive offices are located within Los Angeles County.

22 **II. NATURE OF ACTION**

23 4. This consumer Class action arises from Honda’s deceptive and unlawful
24 conduct in designing, manufacturing, distributing and selling defectively designed
25 GL1800 Gold Wing Motorcycles. Specifically, Plaintiff brings this Class action on
26 behalf of a nationwide Class of consumers who purchased Defendant’s defective
27 GL1800 Gold Wing Motorcycles (“Gold Wing” or “GL1800”) for consumer use. As
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1 a result of Defendant’s defectively designed product, these Gold Wings experience
2 an excessive low-speed vibration or “wobble” during normal usage, rendering the
3 Gold Wing dangerous to drive, and violating state consumer protection statutes,
4 breaching express and implied warranties that accompanied the Gold Wing, and
5 causing Plaintiff and Class members to incur loss of use and monetary damages
6 associated with the repair and/or replacement caused by the defective design.
7 Plaintiff and Class members would not have purchased Gold Wings and/or paid as
8 much for them had they known the truth about the product.

9 5. Although Defendant knew that there were problems with the design of
10 the Gold Wing, Defendant did not recall the defectively designed Gold Wings that
11 had been sold to Class members or the Gold Wings waiting for sale to other
12 consumers. Instead, Defendant permitted Class members to purchase the defectively
13 designed Gold Wings and passed the expense, hassle, and frustration of repairing the
14 defectively designed Gold Wings along to Class members. Further, Defendant has
15 refused to pay the costs of repairing the Gold Wings.

16 6. On behalf of himself and all others similarly situated, Plaintiff seeks
17 relief, including: (a) an order certifying the action to be maintained as a Class action
18 and ordering Plaintiff and his counsel to represent the Class; (b) restitution, including
19 restitutionary disgorgement into a fluid recovery fund; (c) compensatory and
20 consequential damages; (d) punitive damages; (d) attorneys’ fees; (f) costs of this
21 suit; (g) pre and post judgment interest; and (h) such other and further relief as this
22 Court may deem necessary or proper.

23 **III. PARTIES**

24 7. Plaintiff, DENNIS GRIBBINS, is a resident of the United States. In or
25 about November 2001, Plaintiff purchased a Gold Wing designed, manufactured,
26 distributed, supplied and/or sold by Defendant. On or about July 27, 2002, the Gold
27 Wing developed a wobble at speeds of 35 to 45 mph. Despite numerous repair
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1 attempts that have cost hundreds of dollars and numerous complaints to Defendant,
2 Plaintiff was not able to find a repair that fixed the wobble until May 26, 2006.
3 Despite Plaintiff's requests, Defendant has refused to pay for the repairs. Plaintiff
4 would not have purchased it and/or paid as much for the Gold Wing had he known
5 the truth about the product.

6 8. Honda is a California corporation with its principal executive offices
7 located in Torrance, California. Defendant has been and still is engaged in the
8 business of designing, manufacturing, and marketing of motorcycles, among other
9 vehicles, worldwide.

10 IV. GENERAL ALLEGATIONS

11 9. A luxury touring motorcycle is manufactured with a focus on distance
12 riding, the rider's comfort, and amenities. A luxury touring motorcycle is supposed
13 to be the ultimate in comfort, convenience and accessories among all motorcycles in
14 the industry. Luxury touring motorcycles usually come with the biggest engines;
15 great acceleration and cruising speed; lots of storage including top trunks and
16 saddlebags; amenities like cruise control, stereo radios, CB communications, large
17 windshields, heated seats and grips; and high reliability.

18 10. Honda became a front-runner in the manufacture of luxury touring
19 motorcycles with its Gold Wing line in the 1975 model year with the original
20 GL1500 model. By 1988, from the perspective of industry magazines, Honda had
21 reached a pinnacle with the GL1500 – a six-cylinder, 1500 cc luxury tourer that
22 remained virtually unchanged for 12 years. In fact, in detailing the Gold Wing
23 history, Honda states: "Two decades after its introduction, the Gold Wing stands in a
24 Class of its own as the ultimate luxury touring machine."¹

25 11. By 1996, Honda had decided to create the next generation Gold Wing.
26 That process resulted in the introduction of the GL1800 Gold Wing in 2001. Honda

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28 ¹ See "Gold Wing Spotter's Guide," dated September 1, 2003, www.hondanews.com, located at
<http://www.hondanews.com/CatID7010?mid=2003090267798&mime=asc>.

1 touted the new GL1800 Gold Wing as “both revolutionary and evolutionary, with
2 Class shattering performance wedded to the most luxurious touring platform ever
3 offered in a motorcycle.”²

4 12. Honda has advertised and marketed the Gold Wing as being a luxury
5 motorcycle perfect for touring long distances and capable of handling on highways
6 across the United States, whether straight or curvy, on flat roads or in the mountains.
7 In fact, the video on the Honda Gold Wing website shows two riders traveling on the
8 GL1800 on a curvy highway through the mountains under the title “The Luxury
9 Touring Experience” and with such subtitles as “On a Gold Wing, the ride is its own
10 reward.” However, the GL1800 does not function as advertised by Honda.

11 13. The GL1800 can begin to experience vibrations or wobbling at low
12 speeds, between 25 to 40 mph. A wobble is a spontaneous oscillation, or side to side
13 shake, in the front end of a motorcycle. Wobbles are of two types, low and high
14 speed. A low speed wobble is usually in the 30-50 mph range. A high speed wobble
15 is usually in the 65 mph and up range. A wobble should be corrected immediately as
16 it can cause a serious accident and even death.

17 14. The GL1800 was defectively designed by Defendant. This defective
18 design causes the GL 1800 to wobble or vibrate at low speeds, during foreseeable
19 and normal usage, resulting in the inability of owners of the model to drive the
20 GL1800 or use it for touring as it was intended. In designing the GL1800, the goal
21 of Defendant was to create a motorcycle specifically able to withstand higher speeds
22 for long-distance highway driving with comfort and safety priorities in order to
23 attract new and repeat customers. Yet, with the low speed wobble, riders cannot
24 achieve these goals.

25 15. With fierce competition in the motorcycle industry for the luxury
26 touring market, Honda has decided not to delay the sale of the defectively designed

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28 ² See “Gold Wing Design Story,” dated September 1, 2003, www.hondanews.com, located at
<http://www.hondanews.com/CatID7006?mid=2003090265499&mime=asc>.

1 GL1800, but to pass the cost of replacing or repairing the defective product along to
2 Class members. Moreover, rather than admit the design flaw when consumers began
3 to express widespread complaints about the GL1800's propensity to wobble at low
4 speeds, Honda concealed the defect and refused to pay for needed repairs.

5 16. Plaintiff purchased his 2002 GL1800AZ on November 15, 2001 from an
6 authorized dealer in Bradley, Illinois and used his GL1800 in a foreseeable manner
7 and in the manner in which it is intended to be used. On July 27, 2002, with just
8 5,978 miles on the motorcycle, the GL1800 developed a wobble at speeds of
9 approximately 35 to 45 mph. Over the next four years, despite taking the motorcycle
10 to numerous dealers and repair shops, the wobble could not be fixed. Throughout
11 this period, Plaintiff complained to Honda, directly and through its authorized
12 dealers, and requested that Honda repair the GL1800 and pay for the costs he had
13 already incurred.

14 17. For example, on August 9, 2004, Plaintiff wrote to Honda and
15 explained:

16 "I am rapidly approaching my 3-year warranty and I believe Honda should do
17 something about this wobble. It is very unnerving, especially when going
18 around curves, even worse in the mountains, at about 35 to 45 mph with the
19 front end wobbling – never being sure if its going to get worse and be
uncontrollable."

20 In response, a representative of Honda called Plaintiff and rudely responded: "Keep
21 both hands on the handlebars, two handle bars – use two hands."

22 18. Ultimately, by May 2006, Plaintiff had paid hundreds of dollars in
23 attempts to repair the GL1800, including for such repairs as replacing the tires,
24 installing a super brace, and to double check that the front-end was within
25 specifications. None of the repairs worked. Yet Plaintiff tried again. On May 26,
26 2006, new tapered steering head bearings were installed at Plaintiff's cost. That
27 repair finally worked: Plaintiff's GL1800 now rides without wobble at low speeds.
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2 19. However, Honda has continued to refuse to pay for the hundreds of
3 dollars in repairs, based on its representation that the “wobble is not a defect but a
4 *characteristic* of the Honda 1800.”

5 20. Contrary to Honda’s representations, the wobble is not a characteristic
6 of the GL 1800, as opposed to a defect. A characteristic is one that, if changed,
7 would measurably reduce the product’s appropriateness for its central function.
8 Here, there is no evidence that eliminating the wobble would reduce the GL1800’s
9 appropriateness for luxury touring. In fact, the opposite is true: it is the elimination
10 of the wobble that results in the GL1800’s ability to function as a luxury touring
11 motorcycle.

12 21. Moreover, virtually all state agencies that regulate motor vehicles
13 recommend that riders who experience wobble at any speed while driving
14 immediately pull over to the side of the road to fix the problem. For example, the
15 California Department of Motor Vehicles advises: “Trying to ‘accelerate out of a
16 wobble’ will only make the motorcycle more unstable. Instead:...Leave the road as
17 soon as you can to fix the problem.”³ Thus, contrary to Honda’s position that the
18 wobble is a characteristic of the GL1800, the wobble in fact renders the GL1800
19 useless.

20 22. Thus, Plaintiff has suffered economic loss from his purchase of the
21 GL1800 in that he did not receive the benefit of the bargain. He would not have
22 purchased and/or paid as much for the GL1800 in the first place had he known the
23 truth about the product. Moreover, Plaintiff has been forced to pay for repairs that
24 should have remedied before the product was purchased.

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27 ³ See “California Motorcycle Handbook,” Department of Motor Vehicles, State of California, at 29 (2006), located at
28 <http://www.dmv.ca.gov/pubs/dl655/dl665mcycle.pdf>. See also “Illinois Motorcycle Operator Manual,” Illinois
Secretary of State, located at http://www.cyberdriveillinois.com/publications/pdf_publications/dsd_x1405.pdf (same).

1 spreads throughout the tire as you ride, and makes for a
2 better balanced tire. You might search for this topic on the
3 formu GL1800riders.com for more information. Fork
4 braces on this bike are a waste of money, as are head
5 bearing replacements. Start with your tires to find a cure
6 for the wobbles. BikerMike - 06/29/2005

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A: Most likely the problem is with the front tire. I am running
Dunlop Elite III tires run at 41 PSI -- check the front tire
pressure often. IMHO I think the bike is a like prone to a
slight degree of steering wobble around 45 mph.
Anonymous - 11/21/2005

* * *

Q: Has anyone else experienced a vibration which seems to be
coming from the rear of the Wing, either from the
driveshaft or rear tire. It occurs under deceleration from
Interstate speeds and when the bike is under load.
Anonymous - 05/13/2005

A: Dear anonymous - some GL18's came through the dealer as
early as late 2002 with this sysmptom. At the time we
found it was likely due to bad drivelines and/or the
driveline bushings Dave S. - 05/14/2005

* * *

Q: Has the 'wobble' of the front end ever been improved on
these bikes? I own an Interstate and the bike has a slow
speed wobble and on the e-way it wants to seek the road
grooves. Also the front tire cups terribly. I've already
installed a fork brace and it did nothing for the problems.
Thanks in advance.....[name omitted] - 04/02/2005

A: No, the issue of the front end wobble has not been
addressed by Honda. New tires won't help and fork braces
won't help either. Something seems to be wrong with the
'rake and trail' of the bike. [name omitted] - 04/20/2005

A: Hi Mine the wobble at about 38 MPH. I cured mine by
putting Pogressive Springs in the forks, added a Super
Brace and installed tapered roller steering head bearings.
The wobbles are gone. You might just tighten the torque on
the steering head bearings as an interim fix. [name omitted]
- 04/28/2005

A: Have an '05 that shimmies starting at 38 mph and increases
w/speed. Threat of lawsuit (still possible) got the regional
service rep to ride it. He say it is, "absolutely fine". I guess
I'm the overly sensitive type . W/500,000 miles and 30+
bikes I have never been so disappointed. Never would have
thought Honda would be so lame and dishonest. [name
omitted] - 04/29/2005

1 A: We have never had any front end wobbles with ours but
2 have had a mysterious vibration in the drive shaft area
3 when decelerating from highway speeds. Not a major
4 difficulty but an annoyance we did not experience with our
5 first Wing. (2004) Tire rebalancing seemed to resolve the
6 problem to some degree. Anonymous - 05/13/2005

7 A: replaced booth tires wobble gone. cupping was the real
8 problem. Anonymous - 08/27/2005

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10 24. The problem has also been a featured discussion item in industry
11 magazines. For example, in the March 2006 edition of Wing World, which bills
12 itself as the world's largest monthly magazine specifically targeted to the interests of
13 the Honda Gold Wing and Valkyrie motorcyclist, the technical editor with help from
14 a certain Honda dealer provided solutions to "Low Speed Wobble" and, *inter alia*,
15 stated: "If you own a GL1800 Gold Wing and all else fails, consider replacing the
16 ball bearings with tapered roller bearings available from All Balls Racing, part
17 number 22-1037."

18 25. Then, in the June 2006 edition of Wing World, one reader wrote:

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20 My '05 Gold Wing with ABS had a terrible low speed vibration in
21 it that close to being dangerous. ...My local dealer was great and
22 did everything that Honda told them to, including replacing both
23 tires, but it did not help. I talked to Honda directly and was told it
24 was something I just had to live with.

25 Well, I have two other bikes, so the Wing has been sitting and the
26 others getting used. The other two together didn't cost half what
27 the Wing does, but they have no front-end shake and are much
28 more fun to ride.

I was delighted that in March's magazine you had a solution to
my problem ("Low Speed Wobble" in "Mechanical Miseries to
Avoid") if all else fails, and it has. I called and ordered the []
bearings recommended and paid \$45. Because of all the trouble I
had endured, Brookhaven Honda put them in for free and the
handling is now perfect....

1 My only concern is that Honda of America knows about the
2 problem and chooses to do nothing. I have been told that most
3 1800s have this problem to one degree or another. Why Honda
4 doesn't cover this under warranty is beyond me.

5 26. Despite an overwhelming number of complaints, Defendant has failed
6 to remedy the problem in any meaningful way.

7 27. These incidents experienced by the Class members evidence an ongoing
8 problem experienced by purchasers of the GL1800 Gold Wing. These problems,
9 created by a defect within the design of the GL1800, were apparent to Defendant, but
10 instead of recalling and/or repairing the product Defendant is choosing to ignore it,
11 causing damage to Class members and additional financial gain for itself.

12 V. CLASS ACTION ALLEGATIONS

13 28. Plaintiff brings this action pursuant to Rule 23(b)(2) and (b)(3) of the
14 Federal Rules of Civil Procedure, on behalf of himself and a Class defined as
15 follows:

16 **All persons and entities residing in the United States who**
17 **purchased a GL1800 Gold Wing motorcycle manufactured by**
18 **American Honda Motor Company, Inc. since January 1, 2001**
19 **up to and including the present.**

20 **Excluded from the Class are (i) Defendant, any entity in**
21 **which Defendant has a controlling interest or which has a**
22 **controlling interest in Defendant, and Defendant's legal**
23 **representatives, predecessors, successors, assigns, and**
24 **employees, and (ii) the judge and staff to whom this case is**
25 **assigned, and any member of the judge's immediate family.**

26 29. The definition of the Class is unambiguous. Plaintiff is a member of the
27 Class that he seeks to represent. Members of the Class can be identified using
28 Defendant's records of retail sales and other information that is kept by Defendant in
the usual course of business and/or in the control of Defendant. Records kept by
Defendant identify the Class members who purchased Gold Wings in a retail
transaction. Class members can be notified of the Class action through publication

1 and direct mailings to address lists maintained in the usual course of business by
2 Defendant.

3 30. Class members are so numerous that their individual joinder is
4 impracticable. The precise number of Class members is unknown to Plaintiff, but it
5 is clear that the number greatly exceeds the number to make joinder impossible.

6 31. Common questions of law and fact predominate over the questions
7 affecting only individual Class members. Some of the common legal and factual
8 questions include:

- 9 (a) Whether Honda's GL1800 Gold Wing motorcycles were
10 defectively designed in that they experience a terrible low-speed
11 vibration or "wobble" during normal usage, rendering the Gold
12 Wing dangerous to drive;
- 13 (b) Whether Defendant knew or should have known that the Gold
14 Wings were defectively designed;
- 15 (c) Whether Defendant knowingly concealed the defective design of
16 the Gold Wings;
- 17 (d) Whether Defendant engaged in illegal business practices by
18 failing to recall or sufficiently repair the defective Gold Wings
19 without causing the Class members to incur out-of-pocket costs;
- 20 (e) Whether Defendant refused to recall the defectively designed
21 Gold Wings in order to increase the future sales of its
22 motorcycles;
- 23 (f) Whether Defendant misrepresented the durability and usefulness
24 of the Gold Wing;
- 25 (g) Whether Defendant violated consumer protection statutes and/or
26 false advertising statutes and/or state deceptive business practices
27 statutes;
- 28 (h) Whether Defendant violated express and implied warranty
statutes;
- (i) Whether Defendant violated the common laws of negligent
misrepresentation and unjust enrichment; and
- (j) The nature and extent of damages and other remedies to which
the conduct of Defendant entitles the Class members.

32. Defendant engaged in a common course of conduct giving rise to the
legal rights sought to be enforced by the Class members. Similar or identical

1 defective designs, statutory and common law violations, deceptive business
2 practices, and defective products are involved. Individual questions, if any, pale by
3 comparison to the numerous common questions that dominate.

4 33. The injuries sustained by the Class members flow, in each instance,
5 from a common nucleus of operative facts; Defendant's misconduct. In each case
6 Defendant designed, manufactured, supplied and/or sold defective Gold Wing
7 motorcycles.

8 34. The Class members have been damaged by Defendant's misconduct.
9 The Class members have purchased defectively designed Gold Wings. Many of the
10 Class members have been required to bear the costs of numerous attempted repairs
11 for their motorcycles due to the fact that the defectively designed Gold Wings were
12 unable to withstand their normal, foreseeable and intended usage. The Class
13 members would not have purchased the Gold Wings and/or paid as much had they
14 known the truth about the product.

15 35. Plaintiff's claims are typical of the claims of the other Class members.
16 Plaintiff purchased a Gold Wing, manufactured by Defendant, that was prone to
17 excessive low speed vibration or wobbling during normal and foreseeable use,
18 limiting its use, as a result of the defective design of the Gold Wing.

19 36. Plaintiff will fairly and adequately protect the interests of the Class.
20 Plaintiff is familiar with the basic facts that form the bases of the Class members'
21 claims. Plaintiff's interests do not conflict with the interests of the other Class
22 members that he seeks to represent. Plaintiff has retained counsel competent and
23 experienced in Class action litigation and intends to prosecute this action vigorously.
24 Plaintiff's counsel has successfully prosecuted complex Class actions, including
25 consumer protection Class actions. Plaintiff and Plaintiff's counsel will fairly and
26 adequately protect the interests of the Class members.

- 1 (a) In violation of Section 1770(a)(5), Defendant knowingly
2 misrepresented the character, uses and benefits of the GL1800;
- 3 (b) In violation of Section 1770(a)(7), Defendant knowingly
4 misrepresented the standard and quality of the GL1800;
- 5 (c) In violation of Section 1770(a)(9), Defendant has knowingly
6 advertised the GL1800 with the intent not to sell them as
7 advertised; and
- 8 (d) In violation of Section 1770(14), Defendant knowingly
9 misrepresented the legal rights, obligation, or remedies involved
10 in the purchase and sale of GL1800.

11 54. Defendant's failure to disclose and knowing concealment of the
12 GL1800's defects are omissions and concealments of material fact that constitute
13 unfair and/or deceptive business practices in violation of Civil Code Section 1770(a).

14 55. Defendant's violations of Civil Code Section 1770 present a continuing
15 threat to members of the public in that Defendant is continuing to engage in the
16 practices alleged herein, and will not cease until an injunction is issued by this Court.

17 **FOURTH CAUSE OF ACTION**

18 **Breach of Express Warranties**

19 **(California Commercial Code § 2313)**

20 56. The preceding paragraphs of this Complaint are realleged and
21 incorporated by reference and asserted by Plaintiff on behalf of himself and members
22 of the Class.

23 57. Defendant expressly represented and warranted to Plaintiff and
24 members of the Class, by and through statements, descriptions, and affirmations of
25 fact made by Defendant or its authorized agents or sales representatives, orally and
26 in writing and in product advertisements and marketing materials and other written
27 materials intended for the general public, that the GL1800 Nano was safe, and fit and
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1 proper for its intended use.

2 58. In reliance upon said warranties, Plaintiff and the Class members
3 purchased said product.

4 59. At the time it made such express warranties, Honda knew the purpose
5 for which GL1800s were intended to be used and warranted GL1800s as effective
6 and proper for such purpose.

7 60. Defendant knew and had reason to know that GL1800s did not conform
8 to these express representations because GL1800s are neither as safe nor useable as
9 Defendant represented.

10 61. GL1800s did not conform to Honda's promises, descriptions or
11 affirmations of fact, nor were they fit for the ordinary purpose for which they were
12 sold and used. Nevertheless, Defendant continued to market GL1800s by means of
13 false and misleading information without regard to their actual safety and usability.

14 62. Defendant's actions, as complained of herein, constitutes a breach of
15 express warranty in violation of California Commercial Code § 2313.

16 63. Plaintiff and the Class members have incurred damages as described
17 herein as a direct and proximate result of the breach and failure of Defendant to
18 honor its express warranty, in that Plaintiff and the Class members would not have
19 purchased and/or paid as much for their GL1800s had they known the truth about the
20 product. Instead Defendant's conduct caused them to pay a premium price for a
21 product that should not have been on the market and/or should have been lower
22 priced to reflect its lack of safety, durability or fitness for a particular use.

23 **FIFTH CAUSE OF ACTION**

24 **Breach Of Implied Warranties**

25 **(California Commercial Code § 2314)**

26 64. The preceding paragraphs of this Complaint are realleged and
27 incorporated by reference and asserted by Plaintiff on behalf of himself and members
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1 of the Class.

2 65. Defendant had direct dealings with Plaintiff and the Class through its
3 vast marketing efforts. As a result of their direct dealings with Defendant, Plaintiff
4 and the Class purchased GL1800s from Honda and/or Honda-authorized dealers.
5 Plaintiff and the Class relied on Honda's superior skill and judgment to manufacture
6 and sell products suitable for the purpose for which they are intended.

7 66. Defendant sold and promoted GL1800s, which it placed into the stream
8 of commerce. Defendant knew or had reason to know of the specific use for which
9 the GL1800s were purchased, and it impliedly warranted that GL1800s were of
10 merchantable quality and fit for such use. This implied warranty included, among
11 other things (i) a warranty that the Gold Wings manufactured, supplied, distributed
12 and/or sold by Defendant were safe for driving on the highway; and (ii) a warranty
13 that the Gold Wings would be fit for their intended use and would not be subject to
14 vibration at low speeds when used in a foreseeable manner for their normal intended
15 use.

16 67. Plaintiffs and members of the Class reasonably relied upon the
17 expertise, skill, judgment and knowledge of Defendant and upon its implied warranty
18 that GL1800s were of merchantable quality and fit for their intended use.

19 68. Through the conduct alleged herein, Honda has breached the implied
20 warranty of fitness for a particular purpose. The defectively designed GL1800 was
21 not fit for the particular purpose for which it was purchased by the Class members to
22 perform. The Class members purchased the GL1800 for the particular purpose of
23 luxury and long-distance touring on highways and at speeds over 25 mph. Honda
24 knew that the Class members were purchasing the GL1800 for this particular
25 purpose. Indeed, Honda marketed the GL1800 as being fit for this particular
26 purpose.

1 **VII. ALTERNATIVE CAUSES OF ACTION**

2 Alternatively, should this court find that Class-wide application of California law be
3 improper, Plaintiffs assert the following causes of action for the nationwide Class.

4 **FIRST CAUSE OF ACTION**

5 **(Violation Of The State Consumer Protection Laws)**

6 75. The preceding paragraphs of this Complaint are realleged and
7 incorporated by reference and asserted by Plaintiff on behalf of himself and members
8 of the Class.

9 76. Plaintiff and the members of the Class are consumers who purchased
10 goods (Gold Wings) from Defendant for, *inter alia*, personal, family, or household
11 purposes.

12 77. Defendant had a statutory duty to refrain from unfair or deceptive acts
13 or practices in the manufacture, promotion, and sale of Gold Wings to Plaintiff and
14 the proposed Class members.

15 78. Defendant violated this duty by misrepresenting the characteristics,
16 uses, benefits, quality, durability and usefulness of Gold Wings and omitting to
17 disclose the Gold Wing's susceptibility to low-speed vibration from normal usage.

18 79. Plaintiff and members of the Class were directly and proximately
19 injured by Defendant's conduct and would not have purchased Gold Wings and/or
20 paid as much for them had they known the true nature of the product.

21 80. Defendant's deceptive representations and material omissions to
22 Plaintiff and the proposed Class Members were, and are unfair and deceptive acts
23 and practices.

24 81. Defendant engaged in wrongful conduct while at the same time
25 obtaining, under false pretenses, significant sums of money from Plaintiff and the
26 proposed Class members.

1 82. Plaintiff and the Class members were deceived by Defendant's
2 misrepresentations.

3 83. As a proximate result of Defendant's misrepresentations, Plaintiff and
4 the proposed Class members have suffered an ascertainable loss and are entitled to
5 relief, in an amount to be determined at trial.

6 84. Defendant's actions, as complained of herein, constitute unfair
7 competition or unfair, unconscionable, deceptive or fraudulent acts or practices in
8 violation of various state consumer protection statutes listed below:

9 (a) Defendant has engaged in unfair competition or unfair or
10 deceptive acts or practices in violation of Ala. Code § 8-19-1, *et*
11 *seq.*;

12 (b) Defendant has engaged in unfair competition or unfair or
13 deceptive acts or practices in violation of Alaska Stat. Code
14 § 40.50.471, *et seq.*;

15 (c) Defendant has engaged in unfair competition or unfair or
16 deceptive acts or practices in violation of Ariz. Rev. Stat. § 44-
17 1522, *et seq.*;

18 (d) Defendant has engaged in unfair competition or unfair or
19 deceptive acts or practices in violation of Ark. Code § 4-88-101,
20 *et seq.*;

21 (e) Defendant has engaged in unfair competition or unfair or
22 deceptive or unlawful acts or practices in violation of Cal. Bus. &
23 Prof. Code § 17200, *et seq.*; Cal. Bus. & Prof. Code § 17500, *et*
24 *seq.*; and Cal. Civ. Code § 1770 (a) (5), (7), and (9);

25 (f) Defendant has engaged in unfair competition or unfair or
26 deceptive acts or practices in violation of Colo. Rev. Stat. § 6-1-
27 105, *et seq.*;

- 1 (g) Defendant has engaged in unfair competition or unfair or
2 deceptive acts or practices in violation of Conn. Gen. Stat. § 42-
3 110b, *et seq.*;
- 4 (h) Defendant has engaged in unfair competition or unfair or
5 deceptive acts or practices in violation of 6 Del. Code § 2511, *et*
6 *seq.*;
- 7 (i) Defendant has engaged in unfair competition or unfair or
8 deceptive acts or practices in violation of D.C. Code § 28-3901,
9 *et seq.*;
- 10 (j) Defendant has engaged in unfair competition or unfair or
11 deceptive acts or practices in violation of Fla. Stat. § 501.201, *et*
12 *seq.*;
- 13 (k) Defendant has engaged in unfair competition or unfair or
14 deceptive acts or practices in violation of Ga. Stat. § 10-1-392, *et*
15 *seq.*;
- 16 (l) Defendant has engaged in unfair competition or unfair or
17 deceptive acts or practices in violation of Haw. Rev. Stat. § 480,
18 *et seq.*;
- 19 (m) Defendant has engaged in unfair competition or unfair or
20 deceptive acts or practices in violation of Idaho Code § 48-601, *et*
21 *seq.*;
- 22 (n) Defendant has engaged in unfair competition or unfair or
23 deceptive acts or practices in violation of 815 ILCS § 505/1, *et*
24 *seq.*;
- 25 (o) Defendant has engaged in unfair competition or unfair or
26 deceptive acts or practices in violation of Ind. Code Ann. § 24-5-
27 0.5.1, *et seq.*;
- 28

- 1 (p) Defendant has engaged in unfair competition or unfair or
2 deceptive acts or practices in violation of Iowa Code § 714.1b, *et*
3 *seq.*;
- 4 (q) Defendant has engaged in unfair competition or unfair or
5 deceptive acts or practices in violation of Kan. Stat. § 50-623, *et*
6 *seq.*;
- 7 (r) Defendant has engaged in unfair competition or unfair or
8 deceptive acts or practices in violation of Ky. Rev. Stat.
9 § 367.110, *et seq.*;
- 10 (s) Defendant has engaged in unfair competition or unfair or
11 deceptive acts or practices in violation of La. Rev. Stat.
12 § 51:1401, *et seq.*;
- 13 (t) Defendant has engaged in unfair competition or unfair or
14 deceptive acts or practices in violation of 5 Me. Rev. Stat. § 207,
15 *et seq.*;
- 16 (u) Defendant has engaged in unfair competition or unfair or
17 deceptive acts or practices in violation of Md. Com. Law Code
18 § 13-101, *et seq.*;
- 19 (v) Defendant has engaged in unfair competition or unfair or
20 deceptive acts or practices in violation of Mass. Gen. L. Ch. 93A,
21 *et seq.*;
- 22 (w) Defendant has engaged in unfair competition or unfair or
23 deceptive acts or practices in violation of Mich. Stat. § 445.901,
24 *et seq.*;
- 25 (x) Defendant has engaged in unfair competition or unfair or
26 deceptive acts or practices in violation of Minn. Stat. § 325F.67,
27 *et seq.*;
- 28

- 1 (y) Defendant has engaged in unfair competition or unfair or
2 deceptive acts or practices in violation of Miss. Code Ann. § 75-
3 24-1, *et seq.*;
- 4 (z) Defendant has engaged in unfair competition or unfair or
5 deceptive acts or practices in violation of Vernon's Mo. Rev. Stat.
6 § 407.010, *et seq.*;
- 7 (aa) Defendant has engaged in unfair competition or unfair or
8 deceptive acts or practices in violation of Mont. Code § 30-14-
9 101, *et seq.*;
- 10 (bb) Defendant has engaged in unfair competition or unfair or
11 deceptive acts or practices in violation of Neb. Rev. Stat. § 59-
12 1601, *et seq.*;
- 13 (cc) Defendant has engaged in unfair competition or unfair or
14 deceptive acts or practices in violation of Nev. Rev. Stat.
15 § 598.0903, *et seq.*;
- 16 (dd) Defendant has engaged in unfair competition or unfair or
17 deceptive acts or practices in violation of N.H. Rev. Stat. § 358-
18 A:1, *et seq.*;
- 19 (ee) Defendant has engaged in unfair competition or unfair or
20 deceptive acts or practices in violation of N.J. Stat. Ann. § 56:8-1,
21 *et seq.*;
- 22 (ff) Defendant has engaged in unfair competition or unfair or
23 deceptive acts or practices in violation of N.M. Stat. Ann. § 57-
24 12-1, *et seq.*;
- 25 (gg) Defendant has engaged in unfair competition or unfair or
26 deceptive acts or practices in violation of N.Y. Gen. Bus. Law
27 § 349, *et seq.*;
- 28

- 1 (hh) Defendant has engaged in unfair competition or unfair or
2 deceptive acts or practices in violation of N.C. Gen. Stat. § 75-
3 1.1, *et seq.*;
- 4 (ii) Defendant has engaged in unfair competition or unfair or
5 deceptive acts or practices in violation of N.D. Cent. Code § 51-
6 15-01, *et seq.*;
- 7 (jj) Defendant has engaged in unfair competition or unfair or
8 deceptive acts or practices in violation of Ohio Rev. Stat.
9 § 1345.01, *et seq.*;
- 10 (kk) Defendant has engaged in unfair competition or unfair or
11 deceptive acts or practices or made representations in violation of
12 Okla. Stat. tit. 15 § 751, *et seq.*;
- 13 (ll) Defendant has engaged in unfair competition or unfair or
14 deceptive acts or practices in violation of Or. Rev. Stat.
15 § 646.605, *et seq.*;
- 16 (mm) Defendant has engaged in unfair competition or unfair or
17 deceptive acts or practices in violation of 73 Pa. Stat. § 201-1, *et*
18 *seq.*;
- 19 (nn) Defendant has engaged in unfair competition or unfair or
20 deceptive acts or practices in violation of R.I. Gen. Laws. § 6-
21 13.1-1, *et seq.*;
- 22 (oo) Defendant has engaged in unfair competition or unfair or
23 deceptive acts or practices in violation of S.C. Code Laws § 39-5-
24 10, *et seq.*;
- 25 (pp) Defendant has engaged in unfair competition or unfair or
26 deceptive acts or practices in violation of S.D. Code Laws § 37-
27 24-1, *et seq.*;
- 28

- 1 (qq) Defendant has engaged in unfair competition or unfair or
2 deceptive acts or practices in violation of Tenn. Code § 47-18-
3 101, *et seq.*;
- 4 (rr) Defendant has engaged in unfair competition or unfair or
5 deceptive acts or practices in violation of Tex. Bus. & Com. Code
6 § 17.41, *et seq.*;
- 7 (ss) Defendant has engaged in unfair competition or unfair or
8 deceptive acts or practices in violation of Utah Code Ann. § 13-1
9 1-1, *et seq.*;
- 10 (tt) Defendant has engaged in unfair competition or unfair or
11 deceptive acts or practices in violation of Vt. Stat. Ann. tit. 9,
12 § 245 1, *et seq.*;
- 13 (uu) Defendant has engaged in unfair competition or unfair or
14 deceptive acts or practices in violation of Va. Code § 59.1-196, *et*
15 *seq.*;
- 16 (vv) Defendant has engaged in unfair competition or unfair, deceptive
17 acts or fraudulent acts or practices in violation of Wash. Rev.
18 Code § 19.86.010, *et seq.*;
- 19 (ww) Defendant has engaged in unfair competition or unfair or
20 deceptive acts or practices in violation of W. Va. Code § 46A-6-
21 101, *et seq.*;
- 22 (xx) Defendant has engaged in unfair competition or unfair or
23 deceptive acts or practices in violation of Wis. Stat. § 100.20, *et*
24 *seq.*; and
- 25 (yy) Defendant has engaged in unfair competition or unfair or
26 deceptive acts or practices in violation of Wyo. Stat. § 40-12-100,
27 *et seq.*
- 28

1 90. Defendant knew and had reason to know that Gold Wings did not
2 conform to these express representations because Gold Wings are not driveable or
3 usable as Defendant represented.

4 91. Gold Wings did not conform to Honda's promises, descriptions or
5 affirmations of fact, nor were they fit for the ordinary purpose for which they were
6 sold and used. Nevertheless, Defendant continued to market Gold Wings by means
7 of false and misleading information without regard to their actual driveability and
8 usability.

9 92. As explained above, the Gold Wing was defective "in materials and
10 workmanship" because, as manufactured, the Gold Wing can wobble dangerously
11 at low speeds and during normal and foreseeable usage. Additionally, the design of
12 the Gold Wing breached Defendant's express warranty in that the Gold Wing was
13 defective in workmanship.

14 93. The Class members have been damaged by Defendant's breach of
15 express warranties to the Class members.

16 94. Defendant's actions, as complained of herein, violate various state
17 statutes listed below:

- 18 (a) Honda's sale and promotion of the GL1800 constitutes a breach
19 of express warranty in violation of Ala. Code § 7-2-313.
- 20 (b) Honda's sale and promotion of the GL1800 constitutes a breach
21 of express warranty in violation of Ak. St. § 45.02.313.
- 22 (c) Honda's sale and promotion of the GL1800 constitutes a breach
23 of express warranty in violation of Ariz. Rev. Stat. Ann. § 47-
24 2313.
- 25 (d) Honda's sale and promotion of the GL1800 constitutes a breach
26 of express warranty in violation of Ark. Code Ann. § 4-2-313.
- 27
- 28

- 1 (e) Honda's sale and promotion of the GL1800 constitutes a breach
2 of express warranty in violation of Cal. Comm. Code § 2313.
- 3 (f) Honda's sale and promotion of the GL1800 constitutes a breach
4 of express warranty in violation of Co. Rev. St. § 4-2-313.
- 5 (g) Honda's sale and promotion of the GL1800 constitutes a breach
6 of express warranty in violation of Conn. Gen. Stat. Ann. § 42a-
7 2-313.
- 8 (h) Honda's sale and promotion of the GL1800 constitutes a breach
9 of express warranty in violation of 6 Del. C. § 2-313.
- 10 (i) Honda's sale and promotion of the GL1800 constitutes a breach
11 of express warranty in violation of D.C. Stat. § 28:2-313.
- 12 (j) Honda's sale and promotion of the GL1800 constitutes a breach
13 of express warranty in violation of Fla. Stat. Ann. § 672.313.
- 14 (k) Honda's sale and promotion of the GL1800 constitutes a breach
15 of express warranty in violation of Ga. Code Ann. § 11-2-313.
- 16 (l) Honda's sale and promotion of the GL1800 constitutes a breach
17 of express warranty in violation of Haw. Rev. Stat. § 490:2-313.
- 18 (m) Honda's sale and promotion of the GL1800 constitutes a breach
19 of express warranty in violation of Id. Stat. § 28-2-313.
- 20 (n) Honda's sale and promotion of the GL1800 constitutes a breach
21 of express warranty in violation of 810 ILCS 512-313.
- 22 (o) Honda's sale and promotion of the GL1800 constitutes a breach
23 of express warranty in violation of Ind. Code § 26-1-2-313.
- 24 (p) Honda's sale and promotion of the GL1800 constitutes a breach
25 of express warranty in violation of Iowa Code Ann. § 554.2313.
- 26 (q) Honda's sale and promotion of the GL1800 constitutes a breach
27 of express warranty in violation of Kansas Stat. Ann. § 84-2-313.
28

- 1 (r) Honda's sale and promotion of the GL1800 constitutes a breach
2 of express warranty in violation of Ken. Rev. Stat. § 355.2-313.
- 3 (s) Honda's sale and promotion of the GL1800 constitutes a breach
4 of express warranty in violation of La. Civ. Code Ann. art. 2520.
- 5 (t) Honda's sale and promotion of the GL1800 constitutes a breach
6 of express warranty in violation of 11 Maine Rev. Stat. Ann. § 2-
7 313.
- 8 (u) Honda's sale and promotion of the GL1800 constitutes a breach
9 of express warranty in violation of Md. Com. Law Code Ann. §
10 2-313.
- 11 (v) Honda's sale and promotion of the GL1800 constitutes a breach
12 of express warranty in violation of Mass. Gen. Laws Ann. 106 §
13 2-313.
- 14 (w) Honda's sale and promotion of the GL1800 constitutes a breach
15 of express warranty in violation of Mich. Comp. Laws Ann.
16 440.2313b.
- 17 (x) Honda's sale and promotion of the GL1800 constitutes a breach
18 of express warranty in violation of Minn. Stat. Ann. § 336.2-313.
- 19 (y) Honda's sale and promotion of the GL1800 constitutes a breach
20 of express warranty in violation of Miss. Code Ann. § 75-2-313.
- 21 (z) Honda's sale and promotion of the GL1800 constitutes a breach
22 of express warranty in violation of Missouri Ann. Stat. 400.2-313.
- 23 (aa) Honda's sale and promotion of the GL1800 constitutes a breach
24 of express warranty in violation of Mont. Code Ann. 30-2-313.
- 25 (bb) Honda's sale and promotion of the GL1800 constitutes a breach
26 of express warranty in violation of Neb. Rev. Stat. § 2-313.
- 27
- 28

- 1 (cc) Honda's sale and promotion of the GL1800 constitutes a breach
2 of express warranty in violation of Nev. Rev. Stat. 104.2313.
- 3 (dd) Honda's sale and promotion of the GL1800 constitutes a breach
4 of express warranty in violation of N.H. Rev. Stat. § 382-A:2-
5 313.
- 6 (ee) Honda's sale and promotion of the GL1800 constitutes a breach
7 of express warranty in violation of N.J. Stat. Ann. 12A:2-313.
- 8 (ff) Honda's sale and promotion of the GL1800 constitutes a breach
9 of express warranty in violation of N.M. Stat. Ann. § 55-2-313.
- 10 (gg) Honda's sale and promotion of the GL1800 constitutes a breach
11 of express warranty in violation of N.Y. U.C.C. Law § 2-313.
- 12 (hh) Honda's sale and promotion of the GL1800 constitutes a breach
13 of express warranty in violation of N.C. Gen. Stat. Ann. § 25-2-
14 313.
- 15 (ii) Honda's sale and promotion of the GL1800 constitutes a breach
16 of express warranty in violation of N.D. Stat 41-02-30.
- 17 (jj) Honda's sale and promotion of the GL1800 constitutes a breach
18 of express warranty in violation of Ohio Rev. Code Ann. §
19 1302.26.
- 20 (kk) Honda's sale and promotion of the GL1800 constitutes a breach
21 of express warranty in violation of Okla. Stat. Ann. tit. 12A, § 2-
22 313.
- 23 (ll) Honda's sale and promotion of the GL1800 constitutes a breach
24 of express warranty in violation of Or. Rev. Stat. § 72.3130.
- 25 (mm) Honda's sale and promotion of the GL1800 constitutes a breach
26 of express warranty in violation of Pa. Stat. Ann. tit. 13, § 2313.
- 27
28

- 1 (nn) Honda's sale and promotion of the GL1800 constitutes a breach
2 of express warranty in violation of R.I. Stat. § 6A-2-313.
- 3 (oo) Honda's sale and promotion of the GL1800 constitutes a breach
4 of express warranty in violation of S.C. § 36-2-313.
- 5 (pp) Honda's sale and promotion of the GL1800 constitutes a breach
6 of express warranty in violation of S.D. Cod. Laws. § 57A-2-313.
- 7 (qq) Honda's sale and promotion of the GL1800 constitutes a breach
8 of express warranty in violation of Tenn. Code Ann. § 47-2-313.
- 9 (rr) Honda's sale and promotion of the GL1800 constitutes a breach
10 of express warranty in violation of Tex. Bus. & Com. Code Ann.
11 § 2.313.
- 12 (ss) Honda's sale and promotion of the GL1800 constitutes a breach
13 of express warranty in violation of Ut. Code Ann. § 70A-2-313.
- 14 (tt) Honda's sale and promotion of the GL1800 constitutes a breach
15 of express warranty in violation of Vt. Stat. Ann. § 2-313.
- 16 (uu) Honda's sale and promotion of the GL1800 constitutes a breach
17 of express warranty in violation of Va. Code Ann. § 8.2-313.
- 18 (vv) Honda's sale and promotion of the GL1800 constitutes a breach
19 of express warranty in violation of Wa. Ann. 62A.2-313.
- 20 (ww) Honda's sale and promotion of the GL1800 constitutes a breach
21 of express warranty in violation of W. Va. Code § 46-2-313.
- 22 (xx) Honda's sale and promotion of the GL1800 constitutes a breach
23 of express warranty in violation of Wis. Stat. Ann. 402.313.
- 24 (yy) Honda's sale and promotion of the GL1800 constitutes a breach
25 of express warranty in violation of Wyo. Stat. 34.1-2-313.

26 95. Defendant's conduct injured Plaintiff and members of the Class by
27 breaching its express warranties, thereby causing them to pay a premium price for a
28

1 product that should not have been on the market and/or should have been lower
2 priced to reflect its lack of driveability.

3 96. Plaintiff and the Class members have incurred damages as described
4 herein as a direct and proximate result of the breach and failure of Defendant to
5 honor its express warranty, in that Plaintiff and the Class members would not have
6 purchased and/or paid as much for their GL1800s had they known the truth about the
7 product.

8 **THIRD CAUSE OF ACTION**

9 **(Breach Of State Implied Warranties)**

10 97. The preceding paragraphs of this Complaint are realleged and
11 incorporated by reference and asserted by Plaintiff on behalf of himself and members
12 of the Class.

13 98. Defendant sold and promoted Gold Wings, which it placed into the
14 stream of commerce. Defendant knew or had reason to know of the specific use for
15 which the Gold Wings were purchased, and it impliedly warranted that Gold Wings
16 were of merchantable quality and fit for such use. This implied warranty included,
17 among other things (i) a warranty that the Gold Wings manufactured, supplied,
18 distributed and/or sold by Defendant were safe for driving on the highway; and (ii) a
19 warranty that the Gold Wings would be fit for their intended use and would not be
20 subject to vibration at low speeds when used in a foreseeable manner for their
21 normal intended use.

22 99. Plaintiff and members of the Class reasonably relied upon the expertise,
23 skill, judgment and knowledge of Defendant and upon their implied warranty that
24 Gold Wings were of merchantable quality and fit for their intended use.

25 100. Through the conduct alleged herein, Honda has breached the implied
26 warranty of fitness for a particular purpose. The defectively designed Gold Wing
27 was not fit for the particular purpose for which it was purchased by the Class
28

1 members to perform. The Class members purchased the GL1800 for the particular
2 purpose of being driveable at speeds in excess of 35 mph. Honda knew that the
3 Class members were purchasing the Gold Wing for this particular purpose. Indeed,
4 Honda marketed the Gold Wing as being fit for this particular purpose.

5 101. Plaintiff and members of the Class relied on Defendant's
6 misrepresentations by purchasing Gold Wings.

7 102. Defendant knew or had reason to know that Plaintiff and members of
8 the Class were influenced to purchase Gold Wings through Defendant's expertise,
9 skill, judgment and knowledge in furnishing Gold Wings for their intended use.

10 103. Gold Wings were not of merchantable quality and were not fit for their
11 intended use because they are susceptible to excessive vibration or wobbling at
12 speeds in excess of 35 mph, which renders the Gold Wing unsafe to drive.

13 104. Defendant's actions, as complained of herein, violate various state
14 statutes listed below:

15 (a) Honda breached its implied warranty that GL1800s were of
16 merchantable quality and fit for such use in violation of Ala.
17 Code § 7-2-314.

18 (b) Honda breached its implied warranty that GL1800s were of
19 merchantable quality and fit for such use in violation of Alaska
20 Stat. § 45.02.314.

21 (c) Honda breached its implied warranty that GL1800s were of
22 merchantable quality and fit for such use in violation of Ak. St. §
23 45.02.314.

24 (d) Honda breached its implied warranty that GL1800s were of
25 merchantable quality and fit for such use in violation of Ariz.
26 Rev. Stat. Ann. § 47-2314.

- 1 (e) Honda breached its implied warranty that GL1800s were of
2 merchantable quality and fit for such use in violation of Cal.
3 Comm. Code § 2314.
- 4 (f) Honda breached its implied warranty that GL1800s were of
5 merchantable quality and fit for such use in violation of Co. Rev.
6 St. § 4-2-314.
- 7 (g) Honda breached its implied warranty that GL1800s were of
8 merchantable quality and fit for such use in violation of Conn.
9 Gen. Stat. Ann. § 42a-2-314.
- 10 (h) Honda breached its implied warranty that GL1800s were of
11 merchantable quality and fit for such use in violation of 6 Del. C.
12 § 2-314.
- 13 (i) Honda breached its implied warranty that GL1800s were of
14 merchantable quality and fit for such use in violation of D.C. Stat.
15 § 28:2-314.
- 16 (j) Honda breached its implied warranty that GL1800s were of
17 merchantable quality and fit for such use in violation of Fla. Stat.
18 Ann. § 672.314.
- 19 (k) Honda breached its implied warranty that GL1800s were of
20 merchantable quality and fit for such use in violation of Ga. Code
21 Ann. § 11-20-314.
- 22 (l) Honda breached its implied warranty that GL1800s were of
23 merchantable quality and fit for such use in violation of Haw.
24 Rev. Stat. § 490:2-314.
- 25 (m) Honda breached its implied warranty that GL1800s were of
26 merchantable quality and fit for such use in violation of Id. Stat. §
27 28-2-314.
- 28

- 1 (n) Honda breached its implied warranty that GL1800s were of
2 merchantable quality and fit for such use in violation of 810 ILCS
3 512-314.
- 4 (o) Honda breached its implied warranty that GL1800s were of
5 merchantable quality and fit for such use in violation of Ind. Code
6 § 26-1-2-314.
- 7 (p) Honda breached its implied warranty that GL1800s were of
8 merchantable quality and fit for such use in violation of Iowa
9 Code Ann. § 554.2314.
- 10 (q) Honda breached its implied warranty that GL1800s were of
11 merchantable quality and fit for such use in violation of Kansas
12 Stat. Ann. § 84-2-314.
- 13 (r) Honda breached its implied warranty that GL1800s were of
14 merchantable quality and fit for such use in violation of Ken.
15 Rev. Stat. § 355.2-314.
- 16 (s) Honda breached its implied warranty that GL1800s were of
17 merchantable quality and fit for such use in violation of La. Civ.
18 Code Ann. art. 2520.
- 19 (t) Honda breached its implied warranty that GL1800s were of
20 merchantable quality and fit for such use in violation of 11 Maine
21 Rev. Stat. Ann. § 2-314.
- 22 (u) Honda breached its implied warranty that GL1800s were of
23 merchantable quality and fit for such use in violation of Md.
24 Com. Law Code Ann. § 2-314.
- 25 (v) Honda breached its implied warranty that GL1800s were of
26 merchantable quality and fit for such use in violation of Mass.
27 Gen. Laws Ann. 106 § 2-314.
- 28

- 1 (w) Honda breached its implied warranty that GL1800s were of
2 merchantable quality and fit for such use in violation of Mich.
3 Comp. Laws Ann. 440.2314.
- 4 (x) Honda breached its implied warranty that GL1800s were of
5 merchantable quality and fit for such use in violation of Minn.
6 Stat. Ann. § 336.2-314.
- 7 (y) Honda breached its implied warranty that GL1800s were of
8 merchantable quality and fit for such use in violation of Miss.
9 Code Ann. § 75-2-314.
- 10 (z) Honda breached its implied warranty that GL1800s were of
11 merchantable quality and fit for such use in violation of Missouri
12 Ann. Stat. 400.2-314.
- 13 (aa) Honda breached its implied warranty that GL1800s were of
14 merchantable quality and fit for such use in violation of Mont.
15 Code Ann. 30-2-314.
- 16 (bb) Honda breached its implied warranty that GL1800s were of
17 merchantable quality and fit for such use in violation of Neb.
18 Rev. State. § 2-314.
- 19 (cc) Honda breached its implied warranty that GL1800s were of
20 merchantable quality and fit for such use in violation of Nev.
21 Rev. Stat. 104.2314.
- 22 (dd) Honda breached its implied warranty that GL1800s were of
23 merchantable quality and fit for such use in violation of N.H.
24 Rev. Stat. § 382-A:2-314.
- 25 (ee) Honda breached its implied warranty that GL1800s were of
26 merchantable quality and fit for such use in violation of N.J. Stat.
27 Ann. 12A:2-314.
- 28

- 1 (ff) Honda breached its implied warranty that GL1800s were of
2 merchantable quality and fit for such use in violation of N.M.
3 Stat. Ann. § 55-2-314.
- 4 (gg) Honda breached its implied warranty that GL1800s were of
5 merchantable quality and fit for such use in violation of N.Y.
6 U.C.C. Law § 2-314.
- 7 (hh) Honda breached its implied warranty that GL1800s were of
8 merchantable quality and fit for such use in violation of N.C.
9 Gen. Stat. Ann. § 25-2-314.
- 10 (ii) Honda breached its implied warranty that GL1800s were of
11 merchantable quality and fit for such use in violation of N.D. Stat
12 41-02-31.
- 13 (jj) Honda breached its implied warranty that GL1800s were of
14 merchantable quality and fit for such use in violation of Ohio
15 Rev. Code Ann. § 1302.267.
- 16 (kk) Honda breached its implied warranty that GL1800s were of
17 merchantable quality and fit for such use in violation of Okla.
18 Stat. Ann. tit. 12A, § 2-314.
- 19 (ll) Honda breached its implied warranty that GL1800s were of
20 merchantable quality and fit for such use in violation of Or. Rev.
21 Stat. § 72.3140.
- 22 (mm) Honda breached its implied warranty that GL1800s were of
23 merchantable quality and fit for such use in violation of Pa. Stat.
24 Ann. tit. 13, § 2314.
- 25 (nn) Honda breached its implied warranty that GL1800s were of
26 merchantable quality and fit for such use in violation of R.I. Stat.
27 § 6A-2-314.
- 28

- 1 (oo) Honda breached its implied warranty that GL1800s were of
2 merchantable quality and fit for such use in violation of S.C. §
3 36-2-314.
- 4 (pp) Honda breached its implied warranty that GL1800s were of
5 merchantable quality and fit for such use in violation of S.D. Cod.
6 Laws. § 57A-2-314.
- 7 (qq) Honda breached its implied warranty that GL1800s were of
8 merchantable quality and fit for such use in violation of Tenn.
9 Code Ann. § 47-2-314.
- 10 (rr) Honda breached its implied warranty that GL1800s were of
11 merchantable quality and fit for such use in violation of Tex. Bus.
12 & Com. Code Ann. § 2.314.
- 13 (ss) Honda breached its implied warranty that GL1800s were of
14 merchantable quality and fit for such use in violation of Ut. Code
15 Ann. § 70A-2-314.
- 16 (tt) Honda breached its implied warranty that GL1800s were of
17 merchantable quality and fit for such use in violation of Vt. Stat.
18 Ann. § 2-314.
- 19 (uu) Honda breached its implied warranty that GL1800s were of
20 merchantable quality and fit for such use in violation of Va. Code
21 Ann. § 8.2-314.
- 22 (vv) Honda breached its implied warranty that GL1800s were of
23 merchantable quality and fit for such use in violation of Wa. Ann.
24 62A.2-314.
- 25 (ww) Honda breached its implied warranty that GL1800s were of
26 merchantable quality and fit for such use in violation of W. Va.
27 Code § 46-2-314.
- 28

1 (xx) Honda breached its implied warranty that GL1800s were of
2 merchantable quality and fit for such use in violation of Wis. Stat.
3 Ann. 402.314.

4 (yy) Honda breached its implied warranty that GL1800s were of
5 merchantable quality and fit for such use in violation of Wyo.
6 Stat. 34.1-2-314.

7 105. Plaintiff and the Class members have incurred damages as described
8 herein as a direct and proximate result of the breach and failure of Defendant to
9 honor its implied warranty in that Plaintiff and the Class members would not have
10 purchased and/or paid as much for their Gold Wings had they known the truth about
11 the product.

12 **FOURTH CAUSE OF ACTION**

13 **(Violation Of State Unjust Enrichment Common Laws)**

14 106. The preceding paragraphs of this complaint are realleged and
15 incorporated by reference and asserted by Plaintiff on behalf of himself and members
16 of the Class.

17 107. To the detriment of Plaintiff and members of the Class, Defendant has
18 been, and continues to be, unjustly enriched as a result of the unlawful and/or
19 wrongful collection of, *inter alia*, payments for Gold Wings.

20 108. Defendant has unjustly benefited through the unlawful and/or wrongful
21 collection of, *inter alia*, payments for Gold Wings and continues to so benefit to the
22 detriment and at the expense of Plaintiff and members of the Class.

23 109. Accordingly, Plaintiff and members of the Class seek full restitution of
24 Defendant's enrichment, benefits and ill-gotten gains acquired as a result of the
25 unlawful and/or wrongful conduct alleged herein.

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff and the Class members request that the Court enter
3 an order or judgment against Defendant including the following:

4 A. Certification of the action as a Class Action pursuant to Rule 23(b)(2) of
5 the Federal Rules of Civil Procedure with respect to Plaintiff's claims for injunctive
6 relief, and Rule 23(b)(3) of the Federal Rules of Civil Procedure with respect to the
7 claims for damages, and appointment of Plaintiff as Class Representative and his
8 counsel of record as Class Counsel;

9 B. Damages in the amount of monies paid for Gold Wings, the loss of use
10 of the Gold Wings, and/or for the cost of repairing or attempting to repair the defect
11 in the Gold Wings;

12 C. Actual damages, statutory damages, punitive or treble damages, and
13 such other relief as provided by the statutes cited herein;

14 D. Prejudgment and post-judgment interest on such monetary relief;

15 E. Equitable relief in the form of restitution, including restitutionary
16 disgorgement into a fluid recovery fund to restore monies received by Defendant as a
17 result of the unfair, unlawful and/or deceptive conduct alleged in herein;

18 F. Other appropriate injunctive relief;

19 G. The costs of bringing this suit, including reasonable attorneys' fees; and

20 H. All other relief to which Plaintiff and members of the Class may be
21 entitled at law or in equity.

22 DATED: July 24, 2006

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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury, pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, of all issues so triable.

DATED: July 24, 2006

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