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14 Attorneys for Plaintiffs

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

17 TOWNSEND VANCE and  
 18 ZACHARY HAINES, individually  
 19 and on behalf of all others similarly  
 situated,

20 Plaintiffs,

21 v.

22 MAZDA MOTOR OF AMERICA,  
 23 INC. D/B/A MAZDA NORTH  
 24 AMERICAN OPERATIONS,  
 25 MAZDA MOTOR  
 CORPORATION, DENSO  
 CORPORATION, and DENSO  
 INTERNATIONAL AMERICA,  
 26 INC,

27 Defendants.

Case No.

**CLASS ACTION**

**PLAINTIFFS' CLASS ACTION  
COMPLAINT**

**JURY TRIAL DEMANDED**

Case No.

1 Plaintiffs Townsend Vance and Zachary Haines (collectively, “Plaintiffs”)  
2 file this Consolidated Amended Class Action Complaint, on behalf of themselves  
3 and all others similarly situated against defendants Mazda Motor of America, Inc.  
4 and Mazda Motor Corporation (collectively, “Mazda”), Denso Corporation and  
5 Denso International America, Inc. (collectively, “Denso”).<sup>1</sup> Based on personal  
6 knowledge as to matters relating to themselves, and on information and belief  
7 based on the investigation of counsel, including counsels’ review of consumer  
8 complaints available on the database of the National Highway Traffic Safety  
9 Administration (“NHTSA”) and other publicly available information, as to all  
10 other matters, Plaintiffs allege as follows:

11 **I. NATURE OF THE ACTION**

12 1. This class action lawsuit seeks redress for the misconduct of Denso,  
13 a \$47.6 billion global company that claims to be a leading supplier of advanced  
14 automotive technology, systems and components, and Mazda, an international  
15 manufacturer of automobiles that claims to manufacture and sell high-quality, safe  
16 vehicles, that knowingly exposed the purchasers and lessees of at least hundreds  
17 of thousands of Mazda vehicles, such as Plaintiffs and members of the proposed  
18 classes (“Class Members”), to a dangerous defect lurking in their vehicles’ fuel  
19 pump. This defect causes Mazda vehicles to stall, their engines to shut down or  
20 fail to start, and creates a substantial risk of injury and death for any person  
21 operating or riding in a vehicle equipped with the defective fuel pump. Despite  
22 being aware of this problem for years, Mazda and Denso failed to disclose it to  
23 Plaintiffs until November 12, 2021 when Mazda announced a recall (Denso issued  
24 a general recall of its fuel pumps in April 2020).

25 2. Denso is one of the largest suppliers of original equipment fuel pumps  
26 to vehicle manufacturers, including to Mazda. According to Denso, its fuel “pumps  
27

28 <sup>1</sup> Mazda and Denso are collectively referenced as “Defendants.”

1 are chosen as standard equipment by the world’s most demanding OEMs,  
2 especially for their premium vehicles.”

3 3. On April 27, 2020, Denso issued a recall for defective low-pressure  
4 fuel pumps it manufactured between September 1, 2017 and October 6, 2018. The  
5 number of potentially affected vehicles across manufacturers is 2,020,000.

6 4. The fuel pump in an automobile is critically important to the overall  
7 operation of a vehicle because it lifts gasoline from the fuel tank and delivers it to  
8 the engine where it is ignited in the combustion chamber and generates vehicle  
9 propulsion. A fuel pump is expected to last for the life of an automobile or a  
10 minimum of 200,000 miles.

11 5. In its Part 573 Safety Recall Report (“Denso’s April 27, 2020 Recall  
12 Report”)<sup>2</sup> filed with NHTSA, Denso admitted its low-pressure fuel pumps contain  
13 a defective impeller that poses a risk to consumer safety:

14 An impeller in some low pressure fuel pumps may become deformed  
15 under certain conditions which could render the fuel pump  
16 inoperable.... If an impeller deforms to a point that creates sufficient  
17 interference with the fuel pump body, the fuel pump becomes  
18 inoperative. According to vehicle manufacturer’s system evaluation,  
19 an inoperative fuel pump may result in the illumination of the check  
20 engine light and/or master warning indicators, rough engine running,  
21 engine no start and/or vehicle stall while driving at low speed and, in  
22 rare instances, a vehicle stall could occur while driving at higher  
23 speeds, increasing the risk of a crash.

24 6. Specifically, Denso stated its low-pressure fuel pumps could become  
25 inoperable if “an impeller is manufactured with a lower density, and contains a  
26 lower surface strength or is exposed to production solvent drying for a longer  
27 period of time, higher levels of surface cracking may occur which, when excessive

28 <sup>2</sup> Denso’s April 27, 2020 Recall Report is attached hereto as Exhibit A.

1 fuel absorption occurs, may result in impeller deformation.”<sup>3</sup> (“Fuel Pump  
2 Defect”).

3 7. On June 11, 2020, Denso expanded its recall by submitting a second  
4 Part 573 Safety Recall Report to NHTSA (“Denso’s June 11, 2020 Recall  
5 Report”),<sup>4</sup> increasing the number of affected fuel pumps from 2,020,000 to  
6 2,156,057.<sup>5</sup>

7 8. The Denso Recall Reports listed various manufactures that  
8 “purchased this defective/noncompliant equipment,” one of which is Mazda.<sup>6</sup>

9 9. Despite admitting responsibility for the Fuel Pump Defect, and that  
10 the Defect poses a risk to consumer safety, Denso failed to take any corrective  
11 action itself and said “[t]he remedy program, if any, will be determined by vehicle  
12 manufacturers.”<sup>7</sup>

13 10. On November 17, 2020, nearly seven months after Denso’s initial  
14 recall, Denso again expanded its recall, nearly doubling the months of production  
15 and, with that, the number of admittedly defective low–pressure fuel pumps with  
16 the Fuel Pump Defect. In this expansion, fuel pumps manufactured as early as  
17 June 26, 2017 and as late as June 28, 2019 were now included in the recall, and  
18 1,517,721 additional pumps were admitted to be defective.<sup>8</sup>

19 11. In its November 17, 2020 Recall Report, Denso also set forth the  
20 results of additional analysis it conducted concerning the Fuel Pump Defect,  
21 concluding that the density of the resin in the impeller material “was found to more  
22

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23 <sup>3</sup> *Id.*

24 <sup>4</sup> Denso’s June 11, 2020 Recall Report is attached hereto as Exhibit B.

25 <sup>5</sup> Denso’s April 27, 2020 Recall Report and June 11, 2020 Recall Report are  
26 collectively referenced as the “Denso Recalls.”

27 <sup>6</sup> *See* Exhibit A at 3.

28 <sup>7</sup> *Id.* at 2.

<sup>8</sup> Denso’s November 17, 2020 Recall Report is attached hereto as Exhibit C.

1 closely correlate with the occurrence of field cases” and that “a lower minimum  
2 surface strength [of impellers] than previously estimated could be possible”:

3 Additional analysis was conducted regarding the density of impellers  
4 manufactured during various periods. Because the impeller material  
5 contains three elements (resin, glass fiber, and calcium carbonate),  
6 but only one element (resin) is susceptible to swelling, only resin  
7 density was examined for this analysis. Resin density was found to  
8 more closely correlate with the occurrence of field cases than overall  
9 impeller density. The resin density findings indicated additional  
10 material lots which could contribute to the occurrence of the  
11 condition in combination with other factors. In addition, the surface  
12 strength of impellers manufactured during various periods was  
13 examined with additional variables considered. This analysis  
14 demonstrated that a lower minimum surface strength than previously  
15 estimated could be possible. The new resin density and surface  
16 strength information can be correlated by vehicle manufacturers with  
17 warranty data, production timing data, vehicle specific variables, and  
18 other information to determine which vehicles, if any, may be  
19 susceptible to the condition.<sup>9</sup>

12. On July 17, 2020, Mazda filed a Part 579.12 Foreign Recall  
20 Campaign Report with NHTSA, alerting NHTSA of recalls in China, Japan,  
21 Thailand, Malaysia, Vietnam, and Mexico for vehicles equipped with Denso’s  
22 Fuel Pumps that suffer from the Fuel Pump Defect (“Mazda’s Foreign Recall”).<sup>10</sup>

13. Mazda’s Foreign Recall states that “fuel pump impellers located  
20 inside the fuel delivery module (FDM) may experience surface cracks due to low  
21 part density during the manufacturing process and/or length of time between pump  
22 production and vehicle installation. As a result, the impeller may deform, causing  
23 interference with surrounding pump components.”<sup>11</sup>

24  
25  
26 \_\_\_\_\_  
27 <sup>9</sup> *Id.*

28 <sup>10</sup> *See Exhibit D.*

<sup>11</sup> *Id.*

1 14. Mazda's Foreign Recall also identified "Substantially Similar  
2 Vehicles in the U.S.": 2018-2020 Mazda CX-3, CX-5, CX-9, Mazda2, Mazda3,  
3 Mazda6, MX-5, and Toyota Yaris vehicles.<sup>12</sup>

4 15. Despite using the same Fuel Pump, Mazda failed to recall the Class  
5 Vehicles "due to differences in U.S. logistic conditions, typical customer usage  
6 and other factors."<sup>13</sup>

7 16. On November 12, 2021, over one year after the initial Denso Recall  
8 and Mazda's Foreign Recall, Mazda finally issued its own U.S. recall of its  
9 vehicles equipped with the defective low-pressure Denso fuel pumps. Mazda filed  
10 its own Part 573 Safety Recall Report ("Mazda's Recall Report")<sup>14</sup> with NHTSA  
11 confirming that at least 121,038 of its vehicles are equipped with the defective  
12 Denso fuel pumps. Mazda's Recall covers Mazda's 2019 CX-3, 2018-2019 CX-  
13 5, 2018-2019 CX-9, 2019-2020 Mazda2, 2018 Mazda3, 2018 Mazda6, and 2018-  
14 2019 MX-5 vehicles manufactured at various times between April 2018 and  
15 January 2020 ("Mazda's 2020 Recalled Vehicles").

16 17. Mazda's Recall Report confirms the existence and seriousness of the  
17 Fuel Pump Defect: "The impeller in some low pressure fuel pumps may become  
18 deformed under certain conditions, which could cause fuel pump failure. . . . Fuel  
19 pump failure may result in engine no start and/or vehicle stall while driving at low  
20 speed and, in rare instances, a vehicle stall could occur while driving at higher  
21 speeds, increasing the risk of a crash."<sup>15</sup>

22 18. Mazda claims to have accurately identified the total population of  
23 vehicles equipped with the defective fuel pumps.

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25 <sup>12</sup> *Id.*

26 <sup>13</sup> *Id.*

27 <sup>14</sup> Mazda's November 12, 2021 Recall Report is attached hereto as Exhibit E.

28 <sup>15</sup> *Id.*

1           19. However, Mazda’s Recall fails to include other 2013-2020 Mazda  
2 manufactured vehicles equipped with the same defective Denso made low-  
3 pressure fuel pump with a part number suffix 13350 (“Class Vehicles”) as those  
4 in the Recall.

5           20. While Mazda’s Recall includes only certain model year 2018-2020  
6 vehicles that suffer from the Fuel Pump Defect, a recall by another manufacturer  
7 over the same Fuel Pump Defect covers model year 2013-2019 vehicles equipped  
8 with Denso’s same defective fuel pumps. Moreover, Mazda customers have been  
9 submitting Fuel Pump Defect complaints to NHTSA since 2013.

10           21. Mazda admits it knew about the Fuel Pump Defect as early as March  
11 2019.<sup>16</sup> Nevertheless, Mazda failed to make public the existence of the Fuel Pump  
12 Defect until November 12, 2021, over two years later. Moreover, Mazda failed to  
13 notify consumers directly or instruct them to stop driving their dangerous vehicles  
14 until they are repaired. Nor did Mazda offer a timely remedy.

15           22. Despite admitting in its recall that the Fuel Pump Defect could occur  
16 while driving, “increasing the risk of a crash,” egregiously, Mazda did not direct  
17 the owners and lessees of the Recalled Vehicles to immediately cease driving their  
18 cars. Mazda also did not offer owners and lessees loaner cars they could drive until  
19 an adequate remedy could be implemented.

20           23. Moreover, though Mazda has not made public its repair instructions  
21 to dealerships, Mazda’s Recall is identical to those of three other manufacturers  
22 (Toyota, Honda, and Subaru) and each have implemented the same repair provided  
23 by Denso. But Mazda’s Recall repairs are inadequate on multiple levels.

24           24. Rather than following the industry standard and replacing the entire  
25 fuel pump module, Mazda’s Recall directs technicians to replace only the fuel  
26 pump *motor*, which is part of the module. This is an extremely delicate and  
27

28 <sup>16</sup> Exhibit F.



1 difficult procedure with a high risk of damaging the entire fuel pump module,  
2 which can result in gas leaking out of the fuel tank, creating hazardous conditions  
3 and exacerbating the Fuel Pump Defect instead of correcting it. As set forth below  
4 in Section IV, there are numerous reports from individuals who received the same  
5 repair from Toyota, Honda, and Subaru that detail the dangerous consequences of  
6 the recall repair.

7 25. Thus, Mazda's Recall failed to adequately repair the Fuel Pump  
8 Defect, and often cause additional damage to the fuel pump module and the  
9 Vehicle.

10 26. As a result, at least hundreds of thousands of Mazda's customers in  
11 the United States are driving vehicles that pose a serious safety risk.

12 27. The Fuel Pump Defect in the Class Vehicles exposes occupants and  
13 others to extreme danger, even death. A vehicle that stalls or suffers engine  
14 shutdown is at heightened risk for collision. A vehicle that stalls or suffers engine  
15 shutdown causes drivers to react to remove themselves from danger, typically by  
16 exiting the road. Drivers stranded on the side of the road experience a heightened  
17 risk of danger, whether it is from other vehicles, remoteness or weather elements.

18 28. Fuel pump failure can also prevent the driver from accelerating at the  
19 necessary and anticipated pace. Diminished acceleration ability creates  
20 unexpected hazards, startling drivers of the Class Vehicles and other drivers in  
21 their proximity. Finally, once a Class Vehicle fuel pump fails, the vehicle becomes  
22 totally inoperable and will not start.

23 29. Despite Mazda's indisputable knowledge of the danger posed by  
24 defective fuel pumps in its vehicles, Mazda's Recall is woefully inadequate  
25 because it: (1) failed to identify and include the full scope of Mazda manufactured  
26 vehicles equipped with defective fuel pumps; (2) failed to offer a timely or  
27 effective repair; (3) failed to warn consumers about the serious safety hazards  
28 posed by the Fuel Pump Defect and recommend customers stop driving their



1 vehicles until they are repaired; and (4) failed to offer free loaner vehicles until  
2 Plaintiffs' and Class Members' vehicles are repaired.

3 30. As in Section IV, throughout the relevant period, Mazda's marketing  
4 of the Class Vehicles was and is replete with assurances about their safety and  
5 dependability. A vehicle that can suddenly stall and lose power during normal  
6 operating conditions is inherently unsafe and not dependable, and renders Mazda's  
7 marketing of the Class Vehicles untrue and materially misleading. Plaintiffs and  
8 other Class Members have been damaged as a result.

9 31. Despite marketing and selling the Class Vehicles as safe and  
10 dependable, as alleged above, Mazda has long known of the Fuel Pump Defect. It  
11 amassed years of research, data gathering, and hundreds—if not thousands—of  
12 Fuel Pump Defect warranty claims. Moreover, under the TREAD Act, 49 U.S.C.  
13 § 30118, Mazda is duty-bound to, and does, monitor complaints from consumers  
14 that are posted on NHTSA's website. As set forth in Section IV below, there were  
15 consumer complaints on NHTSA's website about the Fuel Pump Defect in  
16 Mazda's vehicles that predate Mazda's 2021 Recall by over eight years (submitted  
17 in 2013).

18 32. Denso is equally culpable because it designed, engineered, tested,  
19 validated, manufactured, and placed into the stream of commerce defective fuel  
20 pumps, which it knew would be installed the Class Vehicles. As described in  
21 Section IV below, Denso indisputably had exclusive knowledge of the Fuel Pump  
22 Defect well before October 2016, when Denso filed a patent application seeking  
23 to improve the durability and absorption qualities of the defective fuel pump  
24 impeller. However, at no time did Denso disclose to others what it knew about the  
25 Fuel Pump Defect nor was that information reasonably available to Plaintiffs and  
26 the public. Denso's knowing and intentional failure to disclose the Fuel Pump  
27 Defect was a direct and proximate cause of harm to Plaintiffs and Class Members.

28

1           33. With or without a viable remedy for the Fuel Pump Defect, Mazda's  
2 Recalls have decreased the intrinsic and resale value of the Class Vehicles.  
3 Plaintiffs and other Class Members have been damaged as a result. Additionally,  
4 Class Members must still honor their lease and loan payments (without proration),  
5 even while their vehicles are inoperable and devalued.

6           34. Plaintiffs bring this lawsuit on behalf of themselves and all others  
7 similarly situated who own or lease a Class Vehicle equipped with a defective  
8 Denso fuel pump, and assert claims for breach of express warranty, breach of  
9 implied warranty, strict liability, negligent undertaking, and fraudulent omission.

## 10 **II. JURISDICTION AND VENUE**

11           35. Subject matter jurisdiction is proper in this Court pursuant to the  
12 Class Action Fairness Act, 28 U.S.C. § 1332(a) and (d), because Plaintiffs and  
13 Class Members are citizens of a state different than Defendants' home states, and  
14 the aggregate amount in controversy exceeds \$5,000,000, exclusive of interest and  
15 costs.

16           36. Subject matter jurisdiction is also proper in this Court pursuant to 28  
17 U.S.C. § 1331 because Plaintiffs' Magnuson-Moss Warranty Act claim arises  
18 under federal law, and this Court has supplemental subject matter jurisdiction over  
19 Plaintiffs' state law claims under 28 U.S.C. § 1367.

20           37. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because a  
21 substantial portion of actions giving rise to these claims occurred in this District,  
22 Mazda and Denso have caused harm to Plaintiffs in this District, and Mazda and  
23 Denso are residents of this District under 28 U.S.C. § 1391(c)(2) because they are  
24 subject to personal jurisdiction in this District. Venue is also proper in this District  
25 pursuant to 18 U.S.C. § 1965.

## 26 **III. THE PARTIES**

### 27 *Plaintiffs*

28

1           38. Plaintiff Townsend Vance is a citizen of Texas and resides in  
2 Houston, Texas.

3           39. Plaintiff Vance owns a 2018 Mazda CX-5 which she purchased new  
4 from Med Center Mazda in Pelham, Alabama on August 31, 2018.

5           40. Prior to purchasing her Mazda, Plaintiff Vance reviewed Mazda's  
6 promotional materials touting its safety and reliability, such as, Mazda's television  
7 advertisements, the Monroney sticker, and sales brochures, and interacted with at  
8 least one sales representative without Mazda disclosing the Fuel Pump Defect.

9           41. Through her exposure and interaction with Mazda, Plaintiff Vance  
10 was aware of Mazda's uniform and pervasive marketing message that its vehicles  
11 are safe and dependable, which was material to her decision to purchase her Class  
12 Vehicle. When she purchased the vehicle, she believed, based on Mazda's  
13 marketing message, that she would be in a safe and dependable vehicle, one that  
14 is safer than a vehicle that is not marketed as safe and dependable. At no point  
15 before Plaintiff Vance purchased her vehicle did Mazda disclose to her that her  
16 vehicle was not safe or dependable, or that it was equipped with a defective Denso  
17 fuel pump.

18           42. Plaintiff Vance's Mazda suffers from the Fuel Pump Defect because  
19 the impeller in her vehicle started absorbing fuel and deforming the moment it was  
20 exposed to gasoline.

21           43. Plaintiff Vance's Mazda suffers from the Fuel Pump Defect and  
22 during at least six different usages experienced hesitated and interrupted  
23 acceleration and near engine stall out.

24           44. The Fuel Pump Defect creates a dangerous condition that gives rise  
25 to a clear, substantial, and unreasonable danger of death or personal injury to  
26 Plaintiff Vance, other occupants in her Class Vehicle, and others on the road. At  
27 no time did Mazda inform Plaintiff Vance of the seriousness of the Fuel Pump  
28

1 Defect or recommend that she discontinue use of her vehicle until there is a repair  
2 or a replacement fuel pump.

3 45. Plaintiff Vance purchased her Class Vehicle with the Fuel Pump  
4 Defect as part of a transaction in which Mazda did not disclose material facts  
5 related to the automobile's essential purpose – safe and dependable transportation.  
6 Plaintiff Vance did not receive the benefit of her bargain. She purchased a vehicle  
7 that is of a lesser standard, grade, and quality than represented, and she did not  
8 receive a vehicle that met ordinary and reasonable consumer expectations  
9 regarding safe and reliable operation. The Fuel Pump Defect has significantly  
10 diminished the value of Plaintiff Vance's Class Vehicle.

11 46. Had Mazda disclosed the Fuel Pump Defect, Plaintiff Vance would  
12 not have purchased her Class Vehicle, or would have paid less to do so.

13 47. Plaintiff Vance would purchase a Mazda from Mazda in the future if  
14 Defendants' representations about the vehicle, including its safety and durability,  
15 were accurate.

16 48. Plaintiff Zachary Haines is a citizen of California and resides in Los  
17 Angeles, California.

18 49. Plaintiff Haines owns a 2018 Mazda 3 Touring which he purchased  
19 used from Russell Westbrook Hyundai of Garden Grove, California on June 15,  
20 2019.

21 50. Prior to purchasing his Mazda, Plaintiff Haines reviewed Mazda's  
22 promotional materials touting its safety and reliability, such as, Mazda's television  
23 advertisements, the Monroney sticker, and sales brochures without Mazda  
24 disclosing the Fuel Pump Defect.

25 51. Through his exposure and interaction with Mazda, Plaintiff Haines  
26 was aware of Mazda's uniform and pervasive marketing message that its vehicles  
27 are safe and dependable, which was material to his decision to purchase his Class  
28 Vehicle. When he purchased the vehicle, he believed, based on Mazda's marketing

1 message, that he would be in a safe and dependable vehicle, one that is safer than  
2 a vehicle that is not marketed as safe and dependable. At no point before Plaintiff  
3 Haines purchased his vehicle did Mazda disclose to him that his vehicle was not  
4 safe or dependable, or that it was equipped with a defective Denso fuel pump.

5 52. Plaintiff Haines' Mazda suffers from the Fuel Pump Defect because  
6 the impeller in his vehicle started absorbing fuel and deforming the moment it was  
7 exposed to gasoline.

8 53. Plaintiff Haines' Mazda suffers from the Fuel Pump Defect and on  
9 numerous occasions has experienced hesitated acceleration and difficulty with  
10 starting the vehicle.

11 54. The Fuel Pump Defect creates a dangerous condition that gives rise  
12 to a clear, substantial, and unreasonable danger of death or personal injury to  
13 Plaintiff Haines, other occupants in his Class Vehicle, and others on the road. At  
14 no time did Mazda inform Plaintiff Haines of the seriousness of the Fuel Pump  
15 Defect or recommend that he discontinue use of his vehicle until there is a repair  
16 or a replacement fuel pump.

17 55. Plaintiff Haines purchased his Class Vehicle with the Fuel Pump  
18 Defect as part of a transaction in which Mazda did not disclose material facts  
19 related to the automobile's essential purpose – safe and dependable transportation.  
20 Plaintiff Haines did not receive the benefit of his bargain. He purchased a vehicle  
21 that is of a lesser standard, grade, and quality than represented, and he did not  
22 receive a vehicle that met ordinary and reasonable consumer expectations  
23 regarding safe and reliable operation. The Fuel Pump Defect has significantly  
24 diminished the value of Plaintiff Haines' Class Vehicle.

25 56. Had Mazda disclosed the Fuel Pump Defect, Plaintiff Haines would  
26 not have purchased his Class Vehicle, or would have paid less to do so.

27  
28

1           57. Plaintiff Haines would purchase a Mazda in the future if Defendants’  
2 representations about the vehicle, including its safety and durability, were  
3 accurate.

4           ***Defendants***

5           58. Defendant Mazda Motor Corporation (“MMC”) is a Japanese  
6 corporation with its principal place of business in Fuchu, Aki District, Hiroshima  
7 Prefecture, Japan, and the parent company of Mazda Motor of America, Inc.  
8 (“MMA”). MMC has substantial control over MMA, and MMA acts for the benefit  
9 of MMC.

10           59. At all relevant times, MMC acted in the United States by itself and  
11 through MMA and its various entities including in this District. MMC, itself and  
12 through MMA and its various entities, is in the business of designing, engineering,  
13 testing, validating, manufacturing, marketing, and selling Mazda branded vehicles  
14 throughout the United States, including within this District.

15           60. Defendant MMA is incorporated in California with its principal place  
16 of business in Irvine, California.

17           61. MMA is a holding company of sales, manufacturing, engineering,  
18 and research and development strategies of MMC in the United States and is  
19 wholly owned by MMC. MMA is in the business of designing, engineering,  
20 testing, validating, manufacturing, distributing, marketing, selling, and servicing  
21 Mazda branded vehicles in the United States, including within this District.

22           62. MMA, through its various entities, designs, manufactures, markets,  
23 distributes and sells Mazda automobiles through its hundreds of dealerships in the  
24 United States, including within this District.

25           63. Defendant Denso Corporation (“DC”) is a Japanese corporation  
26 located at 1-1, Showa-cho, Karlya, Alchi 448-9661, Japan. DC is the parent  
27 company of Denso International America, Inc. (“DIAM”).  
28

1           64. DIAM is a wholly owned subsidiary of DC. DIAM acts for the benefit  
2 and at the discretion of DC.

3           65. DC, itself, and through DIAM and its various subsidiaries and agents,  
4 designed, engineered, tested, and validated the low-pressure fuel pump that is  
5 equipped in Mazda vehicles sold/leased in the United States, including in  
6 Plaintiffs' states.

7           66. DIAM is incorporated in Delaware and has its principal place of  
8 business at 2477 Denso Drive Southfield, Michigan 48033. DIAM is a holding  
9 company of sales, manufacturing, engineering, and research and development  
10 subsidiaries of Denso Corporation located in the United States. DIAM is in the  
11 business of designing, engineering, testing, validating, manufacturing, selling,  
12 among other things, fuel pumps throughout the United States, including within this  
13 District.

14           67. DIAM is "Denso's North American regional headquarters and parent  
15 company for its North American operations, including design and production  
16 engineering, technical support, sales and finance."

17           68. DIAM, through its various entities and on behalf of DC, designed,  
18 engineered, tested, and validated the low-pressure fuel pump that is equipped in  
19 Mazda and Acura Vehicles across the Unites States, including in Plaintiffs' states.

20 **IV. FACTUAL ALLEGATIONS**

21           69. Mazda manufactures, markets, and sells vehicles all over the United  
22 States, including California.

23           70. Mazda has branded itself as the maker of safe and dependable  
24 vehicles and has spent millions of dollars on extensive marketing and advertising  
25 campaigns to cement the association of safety and reliability with its Mazda brand,  
26 including the Class Vehicles. Through its investment marketing, Mazda sought to  
27 portray itself as the safest vehicle brand on the market.  
28



1 71. Denso is the world’s second largest Tier1 Original Equipment  
2 Manufacturer (“OEM”), producing parts and products for Mazda and other  
3 manufacturers. According to its website, Denso records nearly \$10.9 billion in  
4 annual sales in the United States, including in California.

5 72. According to Denso itself, when designing, engineering, testing, and  
6 manufacturing its products, Denso aims to “[c]ontribute to future mobility that is  
7 safer, more comfortable and convenient for everyone.” The defective fuel pumps  
8 fails to meet Denso’s published standard.

9 73. Defendants collectively designed, engineered, tested, validated,  
10 manufactured and placed in the stream of commerce Class Vehicles equipped with  
11 defective fuel pumps, thereby subjecting Plaintiffs and Class Members to an  
12 unreasonable risk of death or injury, and damaging Plaintiffs and Class Members  
13 as further detailed below. Nonetheless, Mazda marketed and sold the Class  
14 Vehicles, and has, at all times, uniformly branded the Class Vehicles as safe and  
15 dependable.

16 **A. THE OPERATION OF CLASS VEHICLES’ LOW-PRESSURE**  
17 **FUEL PUMP**

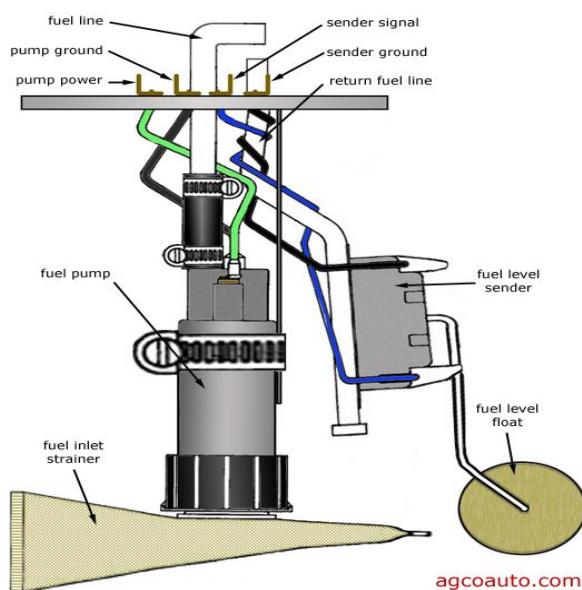
18 74. The Class Vehicles are equipped with Denso made low-pressure fuel  
19 pumps (the “Fuel Pump”).

20 75. All Class Vehicles are equipped with the same or substantially similar  
21 defective Fuel Pumps.

22 76. Fuel Pumps serve a critical role in the function of combustion  
23 engines. In simple terms, the fuel pump lifts gasoline out of the fuel tank and sends  
24 it to the engine where it is injected into the combustion chamber and ignited,  
25 driving the pistons and creating propulsion. Denso explains the role of the electric  
26 fuel pump as “deliver[ing] fuel from the tank to the engine, under high pressure,  
27  
28

1 depending on the vehicle application's specific requirements. The fuel is  
 2 transported to fuel injectors, which spray the fuel into the engine cylinders."<sup>17</sup>

3 77. The Fuel Pump assembly is mounted inside of the fuel tank. The Fuel  
 4 Pump assembly consists of a fuel intake strainer at one end and a fuel output line  
 5 at the other. At the heart of the Fuel Pump assembly is an electric motor with a  
 6 plastic impeller attached to a rotating shaft. The impeller is a plastic disk that  
 7 rotates and draws in fuel and pushes it up through the pump.<sup>18</sup> The impeller is  
 8 equipped with vanes—or blades—that, when spun, creates negative pressure  
 9 which lifts the gasoline out of the fuel tank and sends it to the engine. Protruding  
 10 from the side of the Fuel Pump assembly is a fuel level float and a fuel level sender.  
 11 Figure One illustrates the parts of the Fuel Pump assembly. Figure Two illustrates  
 12 the internal components of the Denso Fuel Pump's electric motor.

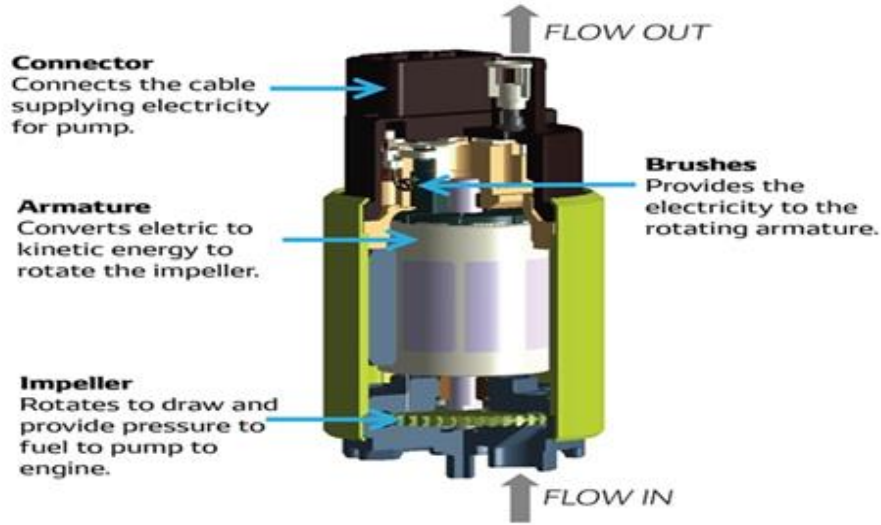


23 **Figure 1 Fuel Pump Assembly Diagram<sup>19</sup>**

25 <sup>17</sup> [https://www.denso-am.eu/media/1462778/2020\\_dems\\_web.pdf](https://www.denso-am.eu/media/1462778/2020_dems_web.pdf) (last visited  
 26 November 16, 2021)

27 <sup>18</sup> <https://www.denso-am.co.uk/products/automotive-aftermarket/ems-lambda-sensor/fuel-pumps/how-they-work/> (last visited November 16, 2021).

28 <sup>19</sup> [http://www.agcoauto.com/content/news/p2\\_articleid/195](http://www.agcoauto.com/content/news/p2_articleid/195) (last visited



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**Figure 2 Electric Motor Internal Components<sup>20</sup>**

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78. As the electric motor rotates, the impeller spins generating negative pressure. The negative pressure pulls fuel into the pump housing where it passes through the electric motor assembly and exits through the output, into the fuel line and forward to the fuel filter. After exiting the fuel filter, the fuel flow is accelerated via a high-pressure pump which delivers pressurized fuel to injectors mounted in the engine. Denso describes the operation of its in-tank fuel pump as “[w]hen the impeller of an in-tank [f]uel [p]ump rotates, the blade moves around the impeller, creating a swirling motion inside the pump to deliver fuel. The fuel then passes around the motor, forcing the check valve upwards to supply fuel to the fuel pipe.”<sup>21</sup> Figures Three and Four, below, illustrates this sequence.

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November 16, 2021).

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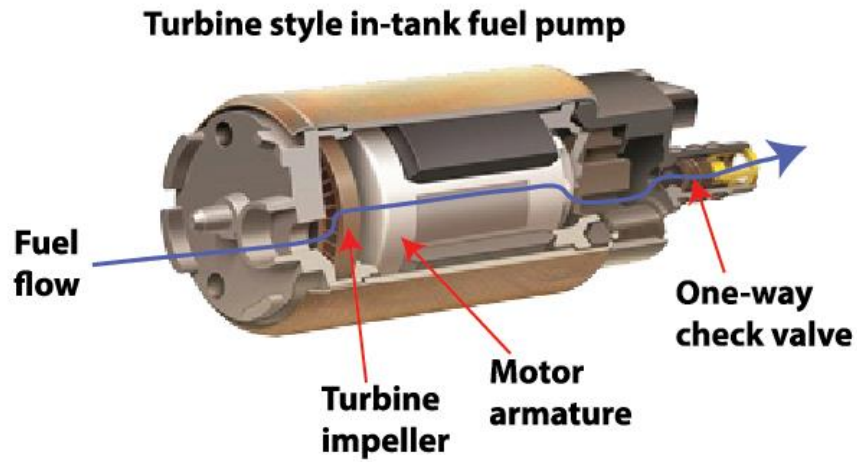
<sup>20</sup> [https://aftermarket.denso.com.sg/product\\_info/?cat\\_id=194](https://aftermarket.denso.com.sg/product_info/?cat_id=194) (last visited November 16, 2021)

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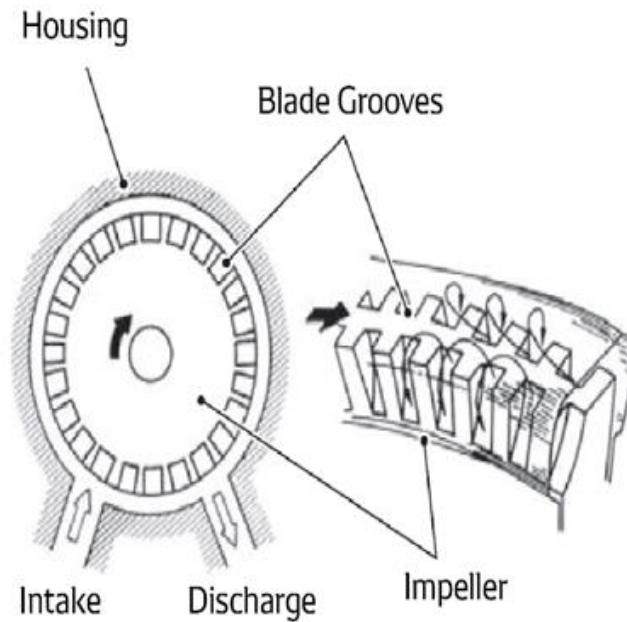
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<sup>21</sup> <https://www.denso-am.eu/media/966284/dems180001mm-lr.pdf> (last visited November 16, 2021).

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**Figure 3 Fuel Pump Sequence<sup>22</sup>**

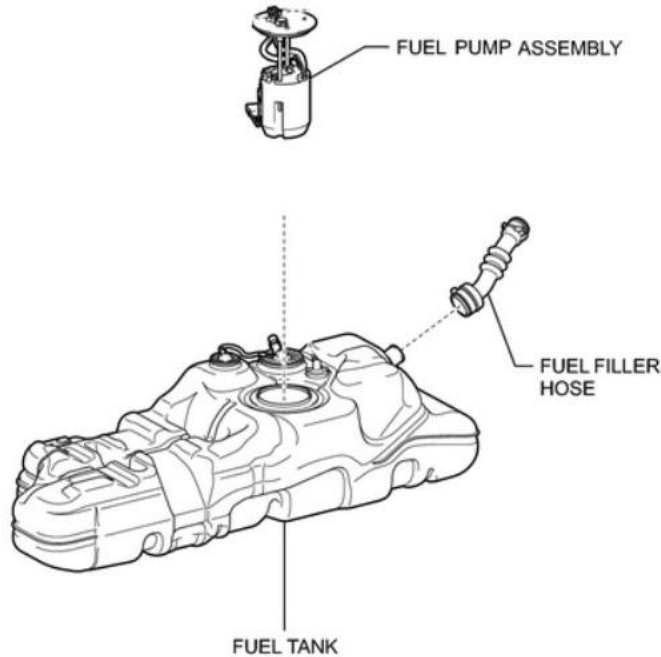


**Figure 4 Impeller Rotation Operation<sup>23</sup>**

<sup>22</sup> <https://www.autoplusdubai.net/blog/fuel-pumps-common-causes-and-how-to-identify-it/> (last visited November 16, 2021).

<sup>23</sup> [https://aftermarket.denso.com.sg/product\\_info/?cat\\_id=194](https://aftermarket.denso.com.sg/product_info/?cat_id=194) (last visited November 16, 2021)

1 79. At all times, by design, the Fuel Pump assembly and all its  
 2 components are exposed to gasoline within the tank. Fuel pumps are designed to  
 3 survive the harsh environment for at least 200,000 miles.<sup>24</sup> Denso claims its fuel  
 4 pumps “offer more than triple the lifetime ...”<sup>25</sup>



17 **Figure 5**

18 **B. THE CLASS VEHICLES SUFFER FROM A**  
 19 **FUNDAMENTALLY DEFECTIVE FUEL PUMP**

20 80. As described herein, the Class Vehicles’ Fuel Pumps suffer from a  
 21 fundamental defect causing them to prematurely fail. Engines operate within a  
 22 narrow and precisely calibrated air fuel mixture range, which means they are very  
 23 sensitive to fuel pressure and delivery requirements. Partial, intermittent, or  
 24

26 \_\_\_\_\_  
 27 <sup>24</sup> [https://www.autoblog.com/2015/11/24/how-long-does-a-fuel-pump-usually-](https://www.autoblog.com/2015/11/24/how-long-does-a-fuel-pump-usually-last/)  
 28 [last/](https://www.autoblog.com/2015/11/24/how-long-does-a-fuel-pump-usually-last/) (last visited November 16, 2021).

<sup>25</sup> <https://densoautoparts.com/fuel-pumps.aspx> (last visited November 16, 2021).

1 complete fuel pump failure disturbs the calculated precision and results in engine  
2 stalling or hesitancy.

3 81. Based on Mazda's and Denso's own admissions, and the findings of  
4 Plaintiffs' Expert to date, the failure results from a defectively designed plastic  
5 impeller in the Fuel Pump.

6 82. A manufacturer's goal in designing and manufacturing a fuel pump  
7 must be to design and create one that operates safely and dependably for the life  
8 of the vehicle. According to the analysis of Plaintiffs' Expert to date, and by  
9 Mazda's and Denso's admissions, the Fuel Pump assembly in the Class Vehicles  
10 was poorly designed and/or manufactured.

11 83. As Defendants admit, the subject Fuel Pumps contain an impeller that  
12 could deform due to excessive fuel absorption.<sup>26</sup> The Denso Fuel Pump impeller's  
13 material is unsuitable for its environment due to its excessive fuel absorption  
14 propensity, which causes swelling and premature and unexpected Fuel Pump  
15 failure.<sup>27</sup>

16 84. Plaintiffs' Expert's research to date indicates that the Denso impeller  
17 uses an unsuitable material for its intended use. The impeller's material has an  
18 inferior long-term dimensional instability (it deforms, swells and changes shape),  
19 resulting in premature and unexpected failure due to component distortion and the  
20 resultant swelling induced friction.

21 85. The Denso impeller's material has inadequate heat resistance,  
22 potentially resulting in dimensional distortion and loss of structural integrity when  
23 exposed to high temperatures or repeated temperature cycling (i.e., the intended  
24 and repeated temperature changes of operation).

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<sup>26</sup> Compare Exhibits A-B with Exhibits C-G.

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<sup>27</sup> See Exhibit A at 1-2.

1           86. The impeller’s material is also highly porous, which may lead not  
2 only to absorption of gasoline, but also fuel contaminants may become lodged in  
3 the impeller’s pores, leading to Fuel Pump failure.

4           87. Plastics absorb liquids, typically. However, the degree of absorption  
5 varies depending on the type of plastic and its environmental conditions. When  
6 plastics absorb liquid, such as gasoline, the plastic pieces’ intended dimensions  
7 change. Therefore, manufacturers like Denso and Mazda must adequately design  
8 and validate plastic materials exposed to liquids to ensure that they remain  
9 dimensionally stable.<sup>28</sup> Here, Mazda and Denso clearly failed to do that with  
10 respect to the Fuel Pumps in the Class Vehicles.

11           88. Moreover, according to Plaintiffs’ Expert’s research to date, Denso’s  
12 further hypothesis that lower surface strength of the impeller contributes to the  
13 Fuel Pump Defect is an obvious and expected correlation rather than a separate  
14 issue. Notably, it is typical and expected for a low-density material to exhibit lower  
15 surface strength when compared to a higher density material. It is also expected  
16 that low density materials would have higher porosity and absorption propensity  
17 compared to higher density materials.

18           89. Mazda and Denso admitted the impeller was poorly designed to the  
19 point that it cannot remain dimensionally stable under its intended conditions.  
20 Specifically, the Mazda Recall admitted that “[f]uel pump failure may result in  
21 engine no start and/or vehicle stall while driving at low speed and, in rare  
22 instances, a vehicle stall could occur while driving at high speeds, increasing the  
23 risk of a crash.”<sup>29</sup> Moreover, Denso admitted in the Denso Recalls that the impeller  
24 “may become deformed” and cause the Fuel Pump to fail and become inoperable.<sup>30</sup>

25 \_\_\_\_\_  
26 <sup>28</sup> [https://www.ensingerplastics.com/en-us/shapes/plastic-material-  
selection/dimensionally-stable](https://www.ensingerplastics.com/en-us/shapes/plastic-material-selection/dimensionally-stable) (last visited November 16, 2021).

27 <sup>29</sup> Exhibit E.

28 <sup>30</sup> Exhibit A.



1           90. The Fuel Pump Defect manifests from the moment the Fuel Pump is  
2 installed in the fuel tank and submerged in gasoline. Once exposed to gasoline, the  
3 impeller begins to absorb fuel, swell, and deform.

4           91. The Fuel Pump and/or the Fuel Pump impeller was not designed  
5 and/or manufactured with the necessary robustness to operate safely under normal  
6 operating conditions.

7           92. At the time the Fuel Pumps were designed, engineered, tested,  
8 validated, manufactured, and placed in the stream of commerce by Defendants,  
9 Defendants were aware of, and had access to, reasonable alternative designs. Such  
10 designs would mitigate or eliminate the Fuel Pump Defect.

11           93. For example, Defendants could have mitigated or eliminated the Fuel  
12 Pump Defect by using different designs and/or materials where:

- 13           a. The impeller was not fuel permeable under intended and  
14 foreseeable purposes;
- 15           b. The impeller would not deform when exposed to  
16 operating temperatures under intended and foreseeable  
17 purposes;
- 18           c. The impeller would not prematurely age under intended  
19 and foreseeable purposes;
- 20           d. The impeller would not lose its dimensional stability  
21 under intended and foreseeable purposes; and/or
- 22           e. The impeller would not contact the fuel pump body  
23 under intended and foreseeable purposes; and/or
- 24           f. The Fuel Pump would not overheat under intended and  
25 foreseeable purposes.

26           94. Nevertheless, Defendants designed, engineered, tested, validated,  
27 manufactured, and placed in the stream of commerce Class Vehicles equipped with  
28

1 the defective Fuel Pumps that cause an unreasonable risk of injury or death to the  
2 Plaintiff, Class Members, and others.

3 **C. THE FUEL PUMP DEFECT REDUCES ENGINE POWER,**  
4 **CAUSES VEHICLE STALLING, AND CAN LEAVE THE**  
5 **CLASS VEHICLES COMPLETELY INOPERABLE**  
6 **COMPROMISING CONSUMER SAFETY**

7 95. The Fuel Pump Defect in the Class Vehicles exposes occupants and  
8 others to extreme danger, even death. In fact, Mazda and Denso tacitly admitted  
9 as much in their respective recalls, stating that the Fuel Pump Defect can  
10 “increas[e] the risk of a crash.”<sup>31</sup>

11 96. The Fuel Pump is an integral component of safe vehicle operation.  
12 But as described herein, the Class Vehicles suffer from a fundamental design flaw  
13 that causes the Fuel Pump to prematurely fail. As Mazda admitted in its recall, the  
14 deformed impeller comes in contact with the Fuel Pump body, creating excess  
15 running resistance, resulting in “engine no start and/or vehicle stall’ and  
16 “increasing the risk for a crash.”<sup>32</sup> In the Denso Recalls, Denso admitted the  
17 deformed impeller contacts the Fuel Pump body, creating excess running  
18 resistance and causing reduced engine performance or complete engine failure:

19 If an impeller deforms to a point that creates sufficient interference  
20 with the fuel pump body, the fuel pump becomes inoperative.  
21 According to vehicle manufacturer’s system evaluation, an  
22 inoperative fuel pump may result in the illumination of the check  
23 engine light and/or master warning indicators, rough engine running,  
24 engine no start and/or vehicle stall while driving at low speed and, in  
25 rare instances, a vehicle stall could occur while driving at higher  
26 speeds, increasing the risk of a crash.<sup>33</sup>

26 <sup>31</sup> Compare Exhibits A-B with Exhibit E.

27 <sup>32</sup> Exhibit E.

28 <sup>33</sup> See Exhibits A and B.

1 97. Engines necessarily require steady gasoline supply to function  
2 properly. The Fuel Pump's primary purpose is to transfer gasoline from the tank  
3 to the engine. But when the Fuel Pump fails, gasoline is not supplied to the engine,  
4 causing reduced engine power, stalling, and/or engine shutdown.

5 98. Compounding the problem, Fuel Pump Defect occurs spontaneously  
6 with no advance warning to the consumer, thereby creating an extremely  
7 dangerous condition for drivers, including those on the road who may be left  
8 helpless and unable to take action to get out of the way of oncoming traffic or reach  
9 safety.

10 99. Class Members' complaints set forth below exemplify the real-world  
11 dangers caused by the Fuel Pump Defect.

12 100. Vehicle manufacturers like Mazda monitor NHTSA and other  
13 databases for consumer complaints as part of their ongoing obligation to uncover  
14 and report potential safety-related defects. Accordingly, Mazda knew, or should  
15 have known, of the many complaints lodged with NHTSA and elsewhere about  
16 the specific safety hazard that is the subject of the Recalls.

17 101. By way of example, the consumer complaints set forth below  
18 demonstrate the seriousness of the Fuel Pump Defect and further show that Mazda  
19 knew or should have known of them as early as 2017, or was reckless in not  
20 knowing of them. These consumer complaints represent a small fraction of the  
21 hundreds of similar complaints submitted to NHTSA by owners and lessees of the  
22 Class Vehicles regarding the Fuel Pump Defect.

23 102. On August 21, 2017, the owner of a 2015 Mazda3 filed the following  
24 complaint with NHTSA:

25 HOT WEATHER ACCELERATION AND BLIND SPOT  
26 MONITORING SYSTEM (BSM) ISSUE: IN EXTREMELY HOT  
27 WEATHER BSM OFF LIGHT TURNS ON REPEATEDLY  
28 WHILE THE VEHICLE IS IN MOTION OR STARTING FROM  
COMPLETE STOP. AT THE SAME TIME THE INFOTAINMENT  
SYSTEM DISPLAY FLICKERS IN SYNC WITH THE BSM OFF

1 LIGHT APPEARANCE. WHEN THIS OCCURS THERE IS A  
 2 CLICKING SOUND COMING FROM THE FRONT OF THE  
 3 CAR/WHERE THE ENGINE IS LOCATED. THE SOUND IS  
 4 ACCOMPANIED BY TEMPORARY LOSS OF ACCELERATION  
 5 WHEN IN MOTION OR STARTING TO MOVE FROM A  
 6 COMPLETE STOP. WHEN THIS OCCURS WHILE STARTING  
 7 FROM A COMPLETE STOP, THE ENGINE REVOLUTIONS  
 8 (REV) DROPS BELOW 1K RPM DESPITE GAS PEDAL INPUT  
 9 THUS THE CAR WOULD NOT MOVE/ACCELERATE FOR  
 10 ABOUT 5 SECONDS. WHEN IT OCCURS WHEN THE CAR IS  
 11 IN MOTION SUCH AS ON THE HIGHWAY OR MERGING  
 12 ONRAMP INTO THE HIGHWAY THE CAR UNSAFELY SLOWS  
 13 DOWN DESPITE GAS PEDAL INPUT. AGAIN THIS ISSUE IS  
 14 OBSERVED DURING UNUSUALLY HOT DAYS EG. JULY 22,  
 15 2017 IN ST. LOUIS, MISSOURI<sup>34</sup>

16 103. On January 31, 2018, the owner of a 2013 Mazda CX-7 filed the  
 17 following complaint with NHTSA:

18 TL\* THE CONTACT INQUIRED ABOUT A 2013 MAZDA CX-7.  
 19 THE CONTACT STATED THAT THE VEHICLE EXPERIENCED  
 20 A LACK OF ACCELERATION AND REDUCED ENGINE  
 21 POWER. ALSO, THE TRACTION CONTROL WARNING  
 22 INDICATOR ILLUMINATED. THE DEALER WAS NOT  
 23 CONTACTED. THE MANUFACTURER WAS NOT NOTIFIED.  
 24 THE FAILURE MILEAGE WAS APPROXIMATELY 59,400.<sup>35</sup>

25 104. On May 13, 2018, the owner of a 2018 Mazda CX-5 filed the  
 26 following complaint with NHTSA:

27 SITUATION: DRIVING UPHILL ON HWY 120 ON NEW PRIEST  
 28 ROAD, BIG OAK FLAT, CA, TWO LANE MOUNTAIN ROAD.  
 SLOW CAR IN FRONT OF ME AND A DELIVERY TRUCK  
 TAILGATING. SLOW CAR EVENTUALLY MOVES ASIDE IN  
 A TURNOUT AND I ACCELERATE TO OPEN UP SPACE  
 BETWEEN MYSELF AND WHAT I THOUGHT WOULD BE THE  
 TRUCK BUT SOMEHOW THE SLOW CAR RETURNED TO THE  
 DRIVING LANE AHEAD OF THE TRUCK. I CONTINUE TO  
 ACCELERATE TO ATTEMPT TO OPEN UP SPACE BETWEEN

<sup>34</sup> NHTSA ID 11018752.

<sup>35</sup> NHTSA ID 11066016.

1 MYSELF AND THE CAR BEHIND ME WHEN I LOST POWER,  
2 THE CAR BEHIND ME MOVES TO THE OPPOSING TRAFFIC  
3 LANE TO AVOID REAR ENDING MY CAR THAT IS RUNNING  
4 IN DEGRADED MODE (ACCELERATOR HAS NO EFFECT,  
5 BASICALLY MOVING ON IDLE POWER) AND NARROWLY  
6 MISSES AN ONCOMING CAR AS I MOVE TOWARDS THE  
7 RIGHT EDGE OF THE RIGHT LANE. TRUCK BEHIND ME HAS  
8 TO BRAKE HARD TO AVOID REAR ENDING ME. THERE WAS  
9 NO SHOULDER TO PULL OVER TO AT THAT LOCATION  
10 IMMEDIATE LOCATION. I PULL OVER A FEW HUNDRED  
11 YARDS FURTHER AT A SAFE LOCATION. GRADE WAS  
12 PERHAPS 4% TO 6%. WEATHER: HOT 90 DEGREES SPEED:  
13 ACCELERATING FROM 35 TO 50 MPH (GUESS) DIAGNOSTIC  
14 LIGHTS: SMART CITY BRAKING SYSTEM FAILURE  
15 WARNING, PLUS A LOT OF OTHER WARNING LIGHTS LIT  
16 INCLUDING CHECK ENGINE LIGHT. AFTERMATH: I  
17 PULLED SAFELY OVER, STOPPED THE ENGINE, WAITED A  
18 WHILE AND RESTARTED THE ENGINE AND THE CAR  
19 RETURNED TO IT'S NORMAL DRIVING BEHAVIOR AND  
20 COMPLETED MY TRIP. OTHER INFORMATION: THIS IS THE  
21 3RD OCCURRENCE OF THIS BEHAVIOR. EACH TIME I HAVE  
22 HAD MAZDA LOOK AT THE PROBLEM. 1ST OCCURRENCE  
23 THEY REPLACED THE CYLINDER COIL, 2ND OCCURRENCE  
24 THEY REPLACED A SPARK PLUG FOR MISFIRE. 3RD  
25 OCCURRENCE, TO BE DETERMINED.<sup>36</sup>

105. On June 12, 2018, the owner of a 2015 Mazda3 filed the following  
complaint with NHTSA:

20 TL\* THE CONTACT OWNS A 2015 MAZDA 3. WHILE  
21 ACCELERATING FROM A TRAFFIC LIGHT, THE VEHICLE  
22 STALLED WITHOUT WARNING. THE CONTACT WAS  
23 UNABLE TO RESTART THE VEHICLE. THE VEHICLE WAS  
24 TOWED TO GUNTHER MAZDA (1800 S STATE RD 7, FORT  
25 LAUDERDALE, FL 33317, (954) 797-1600) WHERE IT WAS  
26 DIAGNOSED THAT THE BATTERY NEEDED TO BE  
27 REPLACED. THE VEHICLE WAS REPAIRED; HOWEVER, THE  
28 FAILURE RECURRED. THE VEHICLE WAS THEN TOWED TO  
LOU BACHRODT MAZDA COCONUT CREEK (5400 SR 7,  
COCONUT CREEK, FL 33073, (954) 247-5000) WHERE IT WAS  
DIAGNOSED THAT THE FUEL PUMP NEEDED TO BE

<sup>36</sup> NHTSA ID 11416469.

1 REPLACED. THE VEHICLE WAS REPAIRED, BUT THE  
2 FAILURE RECURRED TWICE. THE MANUFACTURER WAS  
3 INFORMED OF THE FAILURES. THE APPROXIMATE  
FAILURE MILEAGE WAS 36,000.<sup>37</sup>

4 106. On July 15, 2018, the owner of a 2018 Mazda CX-9 filed the  
5 following complaint with NHTSA:

6 ON FRIDAY (JUNE 29TH, 2018) AROUND 9:29 PM, MY CAR  
7 BROKE DOWN WHILE MY FAMILY AND I WERE  
8 TRAVELING FROM ROCHESTER NY TO BOSTON  
9 MASSACHUSETTS. I WAS DRIVING DOWN THE  
10 MASSACHUSETTS TURNPIKE WHEN ALL OF A SUDDEN MY  
11 CHECK ENGINE LIGHT TURNED ON AND MY CAR JUST  
12 STARTED TO SLOW DOWN IN THE MIDDLE OF THE  
13 HIGHWAY. I WAS ABLE TO PULL OVER IN TIME AND  
14 CALLED MAZDA ROADSIDE ASSISTANCE BECAUSE AFTER  
15 THE CAR STOPPED, IT WOULDN'T TURN BACK ON. SINCE  
16 WE WERE ON A RESTRICTED HIGHWAY, MY CAR HAD TO  
17 BE TOWED AND WE WERE TAKEN TO A SAFER LOCATION.  
18 WHEN THE CAR WAS PUT DOWN, IT TURNED ON AND THE  
19 CHECK ENGINE LIGHT WAS STILL ON AND THE FUEL  
20 GAUGE SAID THAT THE CAR STILL HAD 40 MILES LEFT.  
21 THE GUY THAT TOWED OUR CAR SAID THAT IT MIGHT  
22 HAVE BEEN A FUEL ISSUE, SO WE WENT TO GET GAS.  
23 ONCE WE FILLED UP OUR TANK THE CHECK ENGINE  
24 LIGHT WAS STILL ON BUT WE WERE ABLE TO REACH OUR  
25 DESTINATION. THE NEXT MORNING, I TOOK THE CAR TO  
26 THE NEAREST MAZDA DEALERSHIP AND THEY  
27 RESTARTED THE CAR AND ACCORDING TO THEIR REPORT  
NOTHING WAS WRONG WITH THE CAR. THEY SAID THAT  
IT WAS SAFE TO DRIVE BUT THEY HAD NO CLEAR REASON  
AS TO WHY THE FUEL GAUGE WASN'T STATING THE  
CORRECT INFORMATION. AFTER THE TRIP I, REPORTED  
THIS ISSUE TO MAZDA AND THEY DIDN'T ANSWER ME  
UNTIL TWO WEEKS LATER. THEIR RESPONSE WAS THAT  
THERE WAS PROBABLY NOTHING WRONG WITH THE  
VEHICLE AND THAT THIS WAS A ONE TIME ISSUE. I DID  
RESEARCH ON MY OWN AND DISCOVERIES THAT  
SOMEONE FROM SAUDI ARABIA HAD A SIMILAR ISSUE.  
SINCE MAZDA HASN'T BEEN WILLING TO HELP RESOLVE  
THE SITUATION I AM FILING THIS COMPLAINT BECAUSE I

28 <sup>37</sup> NHTSA ID 11101309.



1 AM NOT WILLING TO PUT MY FAMILIES LIFE IN THE SAME  
2 RISK AGAIN.<sup>38</sup>

3 107. On January 2, 2019, the owner of a 2014 Mazda3 filed the following  
4 complaint with NHTSA:

5 OCCASIONALLY THE ENGINE WILL HESITATE WHEN  
6 ACCELERATING, AND THEN THE CHECK ENGINE LIGHT,  
7 TPM, AND STABILITY CONTROL LIGHT WILL ILLUMINATE  
8 ON THE DASH. LESS FREQUENTLY, THE ENGINE WILL  
9 OCCASIONALLY STALL WHILE DRIVING OR WHILE  
10 SITTING AT A STOP LIGHT. THE LIGHTS ON THE  
11 DASHBOARD WILL REMAIN ILLUMINATED, SO I DO NOT  
12 THINK IT'S A TOTAL LOSS OF POWER.<sup>39</sup>

13 108. On June 2, 2019, the owner a 2019 Mazda3 filed the following  
14 complaint with NHTSA:

15 REAR VIEW MIRROR FELL OFF WHILE ON THE FREEWAY.  
16 HOT DAYS WILL BREAK DOWN THE ADHESIVE AND  
17 CAUSE THE REAR VIEW MIRROR TO FALL OFF. - BRAKES  
18 VIBRATE HARSHLY WHEN IN SPORT MODE. FASTER THE  
19 VEHICLE GOES, THE MORE HARSH THE BRAKES WILL  
20 VIBRATE. - ACCELERATION IS JERKY ON LOW END  
21 (1ST/2ND) GEAR. IN STOP AND GO TRAFFIC, OR GOING UP-  
22 HILL ON LOAD, ACCELERATION WILL FEEL JERKY WHEN  
23 TRY TO KEEP A STEADY SPEED BETWEEN 5-15MPH. CAR  
24 FEELS NORMAL WHEN PUSHING  
25 THE ACCELERATION HARDER.<sup>40</sup>

26 109. On July 23, 2019, the owner of a 2016 Mazda CX-9 filed the  
27 following complaint with NHTSA:

28 IN 2017, MY CAR SHUT OFF TWO TIMES, WITHOUT  
WARNING, ONE TIME AT A STOP LIGHT AND AGAIN ON  
THE HIGHWAY GOING 70MPH. WE WERE ACCELERATING  
AT THE STOP LIGHT WHEN IT SHUT OFF AND THEN  
DRIVING ON THE HIGHWAY. TOOK THE CAR TO THE

38 NHTSA ID 11111474.

39 NHTSA ID 11164555.

40 NHTSA ID 11217419.



1 DEALERSHIP AND 72 CODES CAME UP. THEY SAID IT WAS  
2 THE DVD PLAYERS (THAT THEY SOLD AND INSTALLED!!!)  
3 THAT WERE CAUSING THE ISSUE. THEY SUPPOSEDLY  
4 'FIXED' THE ISSUE. NOW IN JULY 2019, THE CAR SHUT OFF  
5 AN ADDITIONAL FIVE TIMES. THREE TIMES WHILE  
6 DRIVING AND TWICE IN A PARKING LOT. WE WERE ON A  
7 HIGHWAY AGAIN WHEN THE CAR JUST SHUT OFF WITH  
8 NO WARNING, LIGHTS ON THE DASH STARTED FLASHING,  
9 AND THE POWER STEERING WENT OUT ONE OF THE  
10 TIMES. MY HUSBAND HAD TO PUT IT IN NEUTRAL, COAST  
11 TO THE SHOULDER, COME TO A COMPLETE STOP AND  
12 THEN ATTEMPT TO START IT EACH TIME. CARS WERE  
13 DODGING US EVERY TIME AND LUCKILY WE WEREN'T  
14 HURT. MY CHILDREN WERE IN THE VEHICLE EVERY  
15 SINGLE TIME. WE HAD THE CAR TOWED TO THE  
16 DEALERSHIP WHERE 68 CODES CAME UP. THIS TIME  
17 THEY'RE SAYING IT'S THE FUEL PUMP AND THAT THEY  
18 CAN 'FIX' IT, BUT CAN'T 100% GUARANTEE IT WON'T  
19 HAPPEN AGAIN. WE WERE PUT IN A LIFE THREATENING  
20 SITUATION EVERY TIME, WITHOUT WARNING, AFTER  
21 GIVING THE DEALERSHIP A CHANCE TO FIX IT. THE CAR  
22 IS UNDER THREE YEARS OLD AND ONLY HAS 30,400 MILES  
23 ON IT.<sup>41</sup>

17 110. On September 6, 2019, the owner of a 2018 Mazda CX-5 filed the  
18 following complaint with NHTSA:

19 TL\* THE CONTACT OWNS A 2018 MAZDA CX-5. WHILE  
20 DRIVING 20 MPH AND BELOW, THE VEHICLE FAILED TO  
21 ACCELERATE. THE CONTACT HAD TO DEPRESS THE  
22 ACCELERATOR PEDAL WITH FORCE TO INCREASE THE  
23 SPEED. THE CONTACT TOOK THE VEHICLE TO FINDLAY  
24 MAZDA (7760 EASTGATE ROAD, HENDERSON, NV 89011,  
25 (702) 955-5555) TO BE REPAIRED PER NHTSA CAMPAIGN  
26 NUMBER: 19V497000 (ENGINE, POWER TRAIN); HOWEVER,  
27 THE REPAIR DID NOT CORRECT THE FAILURE. THE  
28 CONTACT TOOK THE VEHICLE BACK TO THE DEALER, BUT  
THEY WERE UNABLE TO LOCATE ANY FAILURE CODES.  
THE MANUFACTURER WAS CONTACTED AND PROVIDED

<sup>41</sup> NHTSA ID 11234063.

1 CASE NUMBER: 1-2318934006. THE VEHICLE WAS NOT  
2 REPAIRED. THE FAILURE MILEAGE WAS 24,800.<sup>42</sup>

3 111. On September 27, 2019, the owner of a 2014 Mazda6 filed the  
4 following complaint with NHTSA:

5 ENGINE WILL STALL OUT WHILE DRIVING VEHICLE  
6 LOSES ALL POWER CHECK ENGINE LIGHT COMES ON  
7 BATTERY LIGHT COMES ON TRACTION CONTROL LIGHT  
8 COMES ON. WHEN ENGINE STALLS OUT AND THEN I LOSE  
9 POWER STEERING AND BRAKE CONTROL AND WILL HAVE  
10 TO PULL OVER TO THE SIDE TO RESTART THE VEHICLE.  
ENGINE WILL SPUTTER ON START UP WHICH SOUNDS  
LIKE A FAULTY MASS AIRFLOW SENSOR THIS IS A 2014  
MAZDA MAZDA 6 WITH 57000 MILES<sup>43</sup>

11 112. On November 12, 2019, the owner of a 2018 Mazda CX-5 filed the  
12 following complaint with NHTSA:

13 MAZDA CX-5. CONSUMER WRITES IN REGARDS TO  
14 VEHICLE BEING TOTALED AS A RESULT OF LOSS OF  
15 ENGINE POWER. \*LD \*JS<sup>44</sup>

16 113. On February 6, 2020, the owner of a 2019 Mazda CX-5 filed the  
17 following complaint with NHTSA:

18 I WAS DRIVING ON THE FREEWAY ABOUT 65 MILES PER  
19 HOUR AND THE THE CAR STARTED TO RUN ROUGH AND  
20 THE DASH LIGHTS WENT OUT. IT FELT LIKE IT WANTED  
21 TO STALL SO I KEPT MY FOOT ON THE GAS AND BRAKE  
22 AND EXITED THE FREEWAY AND DROVE THE SIDE  
STREETS HOME. THE PROBLEM DID NOT HAPPEN AGAIN  
SO FAR.<sup>45</sup>

25 <sup>42</sup> NHTSA ID 11253636.

26 <sup>43</sup> NHTSA ID 11258590.

27 <sup>44</sup> NHTSA ID 11278994.

28 <sup>45</sup> NHTSA ID 11307591.

1 114. On May 9, 2020, the owner of a 2018 Mazda CX-5 filed the following  
2 complaint with NHTSA:

3 ON MAY 9, 2020, OUR MAZDA CX5 LOST THRUST, STALLED  
4 AND CAME TO A COMPLETE STOP WHILE DRIVING ON A  
5 HIGHWAY GOING 55 MPH ON A STRAIGHT 3 LANE ROAD.  
6 THIS OCCURRED DESPITE THE PCM PROGRAMMING WAS  
7 RE-CALIBRATED DUE TO A MANUFACTURER RECALL IN  
8 SEPTEMBER 2019 (NHTSA RECALL NO. 19V497000). THE  
9 CAR IS TOWED TO A MAZDA SERVICE CENTRE AND IS  
10 AWAITING DIAGNOSIS. \*TR<sup>46</sup>

11 115. On June 16, 2020, the owner of a 2019 Mazda CX-5 filed the  
12 following complaint with NHTSA:

13 IN JULY 2019 (APPROXIMATELY 2 MONTHS AFTER  
14 DELIVERY) MY 2019 MAZDA CX-5 BEGAN TO DRIVE  
15 ROUGHLY AT SLOW SPEEDS- SPECIFICALLY SPEEDS 15  
16 MPH OR BELOW. THE VEHICLE WOULD NOT COAST (EVEN  
17 DOWNHILL) AND WOULD SEEM TO SLIP OUT OF GEAR  
18 (THIS VEHICLE HAS AN AUTOMATIC TRANSMISSION).  
19 MORE SPECIFICALLY, THE VEHICLE WOULD BUCK AND  
20 LURCH ON IT'S OWN WITHOUT ENGAGING THE  
21 ACCELERATOR OR BRAKE. THIS WAS HAPPENING GOING  
22 UPHILL, DOWNHILL AND ON FLAT GRADE. I BROUGHT  
23 THE VEHICLE TO THE DEALER AND AT THEIR REQUEST  
24 TOOK AN EMPLOYEE FOR A DRIVE SO THEY COULD FEEL  
25 IT. THE EMPLOYEE DID FEEL IT, TOLD THE SERVICE  
26 MANAGER, WHO THEN TOLD ME THAT, "THEY ARE  
27 SUPPOSED TO DRIVE LIKE THAT." HE SAID HE DROVE  
28 AROUND ANOTHER VEHICLE ON THE LOT THAT IS THE  
SAME MODEL AND YEAR, AND THAT IT PERFORMED THE  
SAME. PLEASE NOTE THAT THIS IS NOT THE SAME PERSON  
WHO WAS IN THE CAR TO EXPERIENCE HOW MY CAR WAS  
DRIVING. I PERSONALLY KNOW TWO OTHER PEOPLE WHO  
HAVE THE SAME EXACT YEAR AND MODEL CX-5. I  
SHARED MY EXPERIENCE WITH BOTH OWNERS- THEY  
BOTH TOLD ME THAT THEIR CARS DO NOT PERFORM IN  
THAT WAY. ADDITIONALLY, I DROVE ONE OF THOSE  
VEHICLE AND THAT ONE DID NOT PERFORM IN THE SAME  
WAY THAT MINE DOES. I AM CONCERNED THAT THIS

<sup>46</sup> NHTSA ID 11324001.

1 ISSUE IS BEING BRUSHED OFF. THERE IS NO WAY THAT  
 2 MAZDA WOULD PURPOSELY DESIGN A CAR SO THAT IT  
 3 JERKS, LURCHES, AND BUCKS AT SLOW SPEEDS. I HAVE  
 4 READ REVIEWS ON ONLINE MESSAGE BOARDS WHERE  
 5 OTHERS DO COMPLAIN OF SIMILAR EXPERIENCES, WHICH  
 6 IS EVEN MORE CONCERNING. THIS POSES A SAFETY ISSUE  
 7 FOR THE DRIVER, PASSENGERS, AND OTHERS ON THE  
 8 ROAD WHO MAY BE DRIVING NEARBY. I HAVE AN  
 9 APPOINTMENT AND WILL BE TAKING THE CAR BACK THIS  
 10 COMING MONDAY TO TRY AND FURTHER ADDRESS THIS  
 11 ISSUE, BUT FELT IT NECESSARY TO FILE HERE IN THE  
 12 CASE THAT FURTHER ACTION NEEDS TO BE TAKEN AT A  
 13 LARGER SCALE SINCE IT APPEARS AS IF OTHERS, THOUGH  
 14 NOT ALL, 2019 MAZDA CX-5 OWNERS ARE EXPERIENCING  
 15 THE SAME. \*TR<sup>47</sup>

11 116. On June 30, 2020, the owner of a 2020 CX-30 filed the following  
 12 complaint with NHTSA:

13 I WAS DRIVING CAR ON.THE HIGHWAY AND AS I  
 14 PREPARED TO EXIT I BRAKED AND THE  
 15 CAR HESITATED FOR 2 SECONDS BEFORE BRAKES  
 16 ENGAGED. CAR HAS ALSO HAD HESITATION  
 17 UPON ACCELERATION PERIODICALLY .THIS HAS BEEN AN  
 18 ISSUE UPON JUST A FEW WEEKS OF OWNERSHIP. THE  
 19 BREAK ISSUE WAS JUST RECENTLY 7-29-20 I HAVE TAKEN  
 20 THE CAR TO THE LOCAL DEALERSHIP ABOUT THE  
 21 DRIVING/ACCELARATION ISSUE TWICE WITHOUT  
 22 RESOLUTION .<sup>48</sup>

23 117. On September 4, 2020, the owner of a 2016 Mazda CX-5 filed the  
 24 following complaint with NHTSA:

25 TL\* THE CONTACT OWNS A 2018 MAZDA CX-5. THE  
 26 CONTACT STATED WHILE DRIVING AT LOW SPEEDS, THE  
 27 VEHICLE STALLED AND WAS RESTARTED. WHILE THE  
 28 PUSH-TO-START WAS ENGAGED, THE VEHICLE REVVED  
 UP HIGH, STALLED, AND RESTARTED. ADDITIONALLY,  
 THE AIR CONDITIONER FAILED TO OPERATE AS  
 DESIGNED. THE RADIO WAS ALSO INOPERABLE. THE

47 NHTSA ID 11329175.

48 NHTSA ID 11331647.

1 CHECK ENGINE WARNING LIGHT WAS ILLUMINATED. THE  
2 VEHICLE WAS TAKEN TO GUNTHER MAZDA (1800 S STATE  
3 RD 7, FORT LAUDERDALE, FL 33317, (954) 420-6565) WHERE  
4 IT WAS DIAGNOSED THAT THE BATTERY, A/C MOTOR AND  
5 AN UNKNOWN CONTROLLER NEEDED TO BE REPLACED.  
6 THE VEHICLE WAS REPAIRED SEVERAL TIMES HOWEVER,  
7 THE FAILURE RECURRED. THE MANUFACTURER WAS  
8 CONTACTED HOWEVER, NO FURTHER ASSISTANCE WAS  
9 PROVIDED. THE FAILURE MILEAGE WAS 2,000.<sup>49</sup>

10 118. On February 8, 2021, the owner of a 2017 Mazda CX-5 filed the  
11 following complaint with NHTSA:

12 LOSS OF POWER TO A COMPLETE SHUTDOWN WHILE AT  
13 HIGHWAY SPEEDS OF 60-70MPH WITH FUEL TANK  
14 READING 30 MILES TO EMPTY. TOW WAS NECESSARY TO  
15 DEALERSHIP. REPLACED FUEL PUMP. 2ND OCCURRENCE  
16 WITH 60 MILES TO EMPTY. BROKE DOWN AGAIN WHILE  
17 AT HIGHWAY SPEEDS. TOWED A SECOND TIME TO  
18 DEALERSHIP. REPLACE HIGH/LOW FUEL PUMP. WAS  
19 INSTRUCTED NOT TO OPERATE VEHICLE BELOW 1/4 TANK  
20 OF FUEL. MAJOR SAFETY ISSUE WHILE AT HIGHWAY  
21 SPEEDS WITH DIFFICULTY MOVING TO A SAFE AREA.  
22 SEEMS TO BE A DESIGN OR FUEL PUMP ISSUE.<sup>50</sup>

23 119. On February 14, 2021, the owner of a 2017 Mazda6 filed the  
24 following complaint with NHTSA:

25 I BOUGHT MY 2017 MAZDA 6 BRAND NEW. WHILE THE CAR  
26 WAS IN WARRANTY IN JANUARY 2020 WHILE I WAS  
27 DRIVING WITH 50 MILES IN HOUR, THE ENGINE WAS  
28 RUNNING ROUGH, THE ENGINE LIGHT WAS ON AND THE  
ENGINE STALL. THE CAR WAS TOWED BY MAZDA AT  
DEALER. THEY REPLACED THE FUEL PUMP AT THAT TIME.  
FEW DAYS AGO WHILE I WAS DRIVING WITH 35 MILES IN  
HOUR THE CAR DID THE SAME THING. MAZDA TOWED  
THE CAR TO ANOTHER DEALER. AFTER DIAGNOSIS THEY  
TOLD ME THAT IS NOTHING WRONG WITH THE CAR AND  
THE CAR IS NOT UNDER THE WARRANTY ANYMOORE . I  
TOLD THEM THAT THE ENGINE LIGHT WAS ON AND

<sup>49</sup> NHTSA ID 11353214.

<sup>50</sup> NHTSA ID 11395226.

1 SOMETHING MUST BE WRONG. THEY DIDN'T RESPOND.  
2 THE CAR HAS 24,000 MILES AND I AM AFRAID TO DRIVE IT  
3 ANYMORE.<sup>51</sup>

4 120. On April 13, 2021, the owner of a 2017 Mazda CX-5 filed the  
5 following complaint with NHTSA:

6 DRIVING ON EXPRESSWAY 65MPH WITH JUST UNDER A  
7 QUARTER TANK OF GAS AND ENGINE CUT OFF ON ITS  
8 OWN. MY SON WAS ABLE TO PULL OFF TO THE SIDE OF  
9 THE ROAD, BUT WAS VERY DANGEROUS AS IT WAS A  
10 VERY BUSY HIGHWAY. I FEEL THAT THE FUEL PUMP IS  
11 DEFECTIVE AT HIGHWAY SPEEDS. HAD VEHICLE  
12 IMMEDIATELY TOWED TO CLOSEST DEALER. I WAS  
13 CHARGED A DIAGNOSTIC FEE. AGAIN, I FEEL IT IS A WEAK  
14 DESIGN OF THE FUEL PUMP AND DANGEROUS TO DRIVE  
15 AT HIGHWAY SPEEDS.<sup>52</sup>

16 121. On April 23, 2021, the owner of a 2013 Mazda CX-5 filed the  
17 following complaint with NHTSA:

18 WHILE DRIVING MY VEHICLE ON THE INTERSTATE THE  
19 CAR LOST THE ABILITY TO ACCELERATE. ALL OF THE  
20 DASHBOARD LIGHTS CAME ON AND I HAD TO COAST TO  
21 THE SIDE OF THE INTERSTATE. AFTER RESTARTING THE  
22 VEHICLE I WAS ABLE TO DRIVE IT BUT I CANNOT TAKE  
23 THE VEHICLE OVER 30 MPH NOW WITHOUT IT  
24 SHUTTERING AND HAVING ACCELERATION ISSUES. THIS  
25 IS A SERIOUS AND LIFE THREATENING ISSUE THAT NEEDS  
26 TO BE FIXED FREE OF CHARGE. I HAVE FOUND OTHER  
27 REPORTS OF THIS HAPPENING BUT I SEE NO RECALL  
28 INFORMATION. THIS NEEDS TO BE FIXED BEFORE MAZDA  
HAS LAWSUITS FILED AGAINST THEM. THIS IS A  
MANUFACTURING ERROR AND NOT A USAGE ERROR.  
PLEASE LOOK INTO THIS.<sup>53</sup>

51 NHTSA ID 11396179.

52 NHTSA ID 11407948.

53 NHTSA ID 11413591.



1 122. On September 12, 2021, the owner of a 2018 Mazda CX-5 filed the  
2 following complaint with NHTSA:

3 WILL NOT ACCELERATE AT TIMES NO MATTER HOW FAR  
4 YOU PRESS DOWN ON GAS PEDAL AND WILL STALL RIGHT  
5 AFTER. I WILL PULL OVER SHUT OFF VEHICLE AND  
6 RESTART. THIS SOMETIMES CORRECTS THE PROBLEM  
7 RIGHT AWAY. OTHER TIMES IT LASTS LONGER. SYSTEM  
8 MALFUNCTION LIGHT RANDOMLY COMES ON.<sup>54</sup>

9 123. As demonstrated above, Class Vehicles suffer from a uniform defect  
10 that causes the Fuel Pump to malfunction and fail prematurely. Compounding the  
11 issue, drivers often are not protected from these safety risks by a warning prior to  
12 Fuel Pump failure. The above complaints are mere examples of the ones lodged  
13 with NHTSA regarding the Fuel Pump Defect. All the complaints above  
14 experienced symptoms associated with the Fuel Pump Defect.<sup>55</sup>

15 124. Mazda knew that the Fuel Pump Defect was present in all Class  
16 Vehicles equipped with the defective Denso Fuel Pump, as demonstrated above,  
17 but it failed to include them in the Recall. Mazda's unconscionable act deprives  
18 those Class Members not included in the Recall a free and adequate repair, if one  
19 is devised and implemented.

20 125. As demonstrated, the Fuel Pump Defect affects all Class Vehicles,  
21 and not just the vehicles that were part of Mazda's Recall. Additionally, the Fuel  
22 Pump Defect creates an unreasonable risk of injury or death to Plaintiffs, Class  
23 Members, and others.

24 126. The Fuel Pump Defect causes Class Vehicles to become dangerous  
25 and inoperable while on the road and therefore they are not fit for their ordinary  
26 purpose.

27 <sup>54</sup> NHTSA ID 11432642.

28 <sup>55</sup> See, e.g., Exhibits A and C.



1 **D. DEFENDANTS KNEW ABOUT THE FUEL PUMP DEFECT,**  
2 **BUT CONTINUED TO MANUFACTURE, MARKET, AND**  
3 **SELL CLASS VEHICLES**

4 127. Mazda knew, should have known, or were reckless in not knowing  
5 about the Fuel Pump Defect, but concealed or failed to disclose the defect and  
6 continued to manufacture, market, and sell its popular Class Vehicles – including  
7 the Recalled Vehicles – equipped with the defective Denso Fuel Pump.  
8 Specifically, Mazda knew, should have known, or was reckless in not knowing the  
9 defective Fuel Pumps in the Class Vehicles exposed Class Members to extreme  
10 danger and, in order to render them safe, the Class Vehicles needed new or  
11 enhanced Fuel Pumps that functioned safely and as intended. Nonetheless, Mazda  
12 failed to take corrective action.

13 128. In fact, Mazda knew, should have known, or was reckless in not  
14 knowing about the Fuel Pump Defect since the pre-release process of designing,  
15 manufacturing, engineering, and testing the Class Vehicles. Specifically, Mazda  
16 conducts rigorous pre-production testing and validation.<sup>56</sup> Mazda and Denso  
17 conduct various pre-release testing, such as production part approval process  
18 (“PPAP”) testing and failure mode and effects analysis (“FMEA”) testing. During  
19 these phases, Mazda would have gained comprehensive and exclusive knowledge  
20 about the Fuel Pumps, particularly the basic engineering principles behind the  
21 construction and function of the Fuel Pumps such as their impellers’ susceptibility  
22 to fuel absorption and deformation. However, Mazda failed to act on that  
23 knowledge and instead installed the defective Fuel Pumps in the Class Vehicles,  
24  
25

26 \_\_\_\_\_  
56

27 [http://suppliers.mazdausa.com/Library/Quality\\_Control\\_Standard\\_For\\_Suppliers](http://suppliers.mazdausa.com/Library/Quality_Control_Standard_For_Suppliers.pdf?bcs-agent-scanner=a38b7f22-f5b0-3443-829f-9a9ba5195bd0)  
28 [.pdf?bcs-agent-scanner=a38b7f22-f5b0-3443-829f-9a9ba5195bd0](http://suppliers.mazdausa.com/Library/Quality_Control_Standard_For_Suppliers.pdf?bcs-agent-scanner=a38b7f22-f5b0-3443-829f-9a9ba5195bd0) (last visited  
November 16, 2021).

1 and Mazda subsequently marketed and sold the vehicles to unsuspecting  
2 consumers without disclosing the safety risk or warning Class Members.

3 129. Further, as set forth above, the TREAD Act requires automakers like  
4 Mazda to be in close contact with NHTSA regarding potential defects, and  
5 therefore Mazda should (and does) monitor NHTSA databases for consumer  
6 complaints regarding their automobiles. From its monitoring of the NHTSA  
7 databases, Mazda knew or should have known of the many Fuel Pump Defect  
8 complaints lodged as early as 2017, such as those quoted above. However, Mazda  
9 failed to act on that knowledge by taking action, including recalling the vehicles  
10 with the Fuel Pump Defect.

11 130. Despite Mazda's extensive knowledge, Mazda failed to act on that  
12 knowledge by warning Class Members. Sacrificing consumer safety for profits,  
13 Mazda instead chose to enrich itself by using false and misleading marketing to  
14 sell the Class Vehicles as safe and durable at inflated prices.

15 131. Like Mazda, Denso knew of the Fuel Pump Defect since long before  
16 it recalled its defective Fuel Pumps on April 27, 2020. Denso tells customers  
17 "[b]ecause DENSO's rigorous manufacturing and testing process produces each  
18 fuel pump, you can be sure it meets our high standards for fit and performance."  
19 As part of its rigorous testing of fuel pumps and its ongoing relationships with  
20 manufacturer customers, Denso knew or should have known about the Fuel Pump  
21 Defect months, if not years, before it initiated a recall on April 27, 2020.

22 132. Evidencing its extensive knowledge, Denso knew as early as 2016  
23 about the Fuel Pump Defect. In 2016, Denso filed a patent application with the  
24 United States Patent and Trademark Office to change the chemical composition of  
25 its impeller for greater resistance to swelling. As Denso stated in the application:

26 The housing includes an inner wall defining a pump chamber into  
27 which a fuel flows. The impeller is made of resin and housed in the  
28 housing. The impeller is positioned such that a clearance having a  
specified dimension is secured between the inner wall and the

1           impeller. *The impeller may be swelled due to the fuel and water*  
2           *contained in the fuel, therefore a rotation of the impeller may be*  
3           *stopped when the impeller is swelled and comes in contact with the*  
4           *housing.* Thus, the dimension of the clearance is set to prevent the  
5           impeller from coming in contact with the housing. However, when  
6           the dimension of the clearance is too large, an abnormality, e.g., an  
7           increase of an output loss of the fuel pump or an increase of a power  
8           consumption of the fuel pump, may occur because the fuel leaks  
9           through the clearance. *Therefore, it is required to find a resin*  
10           *material to suppress a dimensional change of the impeller, which is*  
11           *mounted to the fuel pump, due to the fuel and the water contained*  
12           *in the fuel. The dimensional change will be referred to as a swelling*  
13           *amount hereinafter.*<sup>57</sup>

14           133. Denso's knowledge of the Fuel Pump Defect reasonably predates the  
15           filing of the patent because Denso must have discovered the need for improved  
16           impeller material well before it filed the patent. Specifically, Denso must have  
17           learned of the Fuel Pump Defect since the original design, engineering, testing,  
18           and validation of the Fuel Pump and impeller, but at the very least from continued  
19           product improvement, testing, and validation of the Fuel Pump and impeller.

20           134. Thus, between 2016, when Denso first learned of the Fuel Pump  
21           Defect, and April 27, 2020, when Denso issued the recall to Mazda and other  
22           automobile manufacturers, Denso had *exclusive* knowledge of the Fuel Pump  
23           Defect, and yet Denso failed to disclose the Defect to Plaintiffs and other Class  
24           Members.

25           135. Alternatively, Denso actively concealed, and continues to conceal,  
26           the Fuel Pump Defect. Denso long knew of the Fuel Pump Defect, but in order to  
27           capitalize its economic gains, it intentionally failed to disclose it to Mazda or the  
28           Class Members. The Fuel Pump Defect is a serious safety defect that places

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<sup>57</sup> U.S. Patent Application No. 15767375, *Impeller for Fuel Pump*,  
(application date Oct. 26, 2016) (Denso Corporation, et al. applicants), available  
at <https://patentscope.wipo.int/search/en/detail.jsf?docId=US231859533> (last  
visited November 16, 2021).

1 Plaintiffs and Class Members at an increased risk for injury or death, as Denso  
2 admitted.<sup>58</sup> Mazda and Class Members did not know of the Fuel Pump Defect, and  
3 they couldn't have discovered it through reasonable diligence. Plaintiff and other  
4 Class Members were damaged by Denso's failure to disclose the Fuel Pump  
5 Defect, and had Denso disclosed it, they would not have purchased their Class  
6 Vehicles equipped with the Fuel Pump, or certainly would have paid less to do so.

7 136. Denso could have, but failed to, disclose the Fuel Pump Defect to  
8 Mazda. Additionally, Denso could have, but failed to, disclose the Fuel Pump  
9 Defect to Plaintiffs and the Class Members by publishing it on its website, issuing  
10 a press release, or issuing an equipment recall, like it ultimately did.

11 137. Defendants, at all material times, regularly met and collaborated, and  
12 continue to meet and collaborate, regarding product quality and trends. Through  
13 these regular discussions, each Defendant knew, should have known, or were  
14 reckless in not knowing what the other knew about the Fuel Pump Defect or the  
15 Fuel Pump in general.

16 138. Despite Defendants' extensive knowledge, they failed to act on that  
17 knowledge by warning Class Members. Sacrificing consumer safety for profits,  
18 Defendants instead chose to enrich themselves by using false and misleading  
19 marketing to sell the Fuel Pumps and Class Vehicles as safe and durable at inflated  
20 prices.

21 **E. MAZDA CONTINUOUSLY TOUTED CLASS VEHICLES AS**  
22 **SAFE AND DEPENDABLE, CONCEALING THE FUEL PUMP**  
23 **DEFECT**

24 139. Mazda's overarching marketing message for the Class Vehicles was  
25 and is that the vehicles are safe and dependable and that their engines can be relied  
26 on to perform well. This marketing message is false and misleading given the  
27

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28 <sup>58</sup> Exhibits A and B.

1 propensity of the Fuel Pumps in the Class Vehicles to fail, causing the vehicles'  
2 engines to run rough, stall and become inoperable which, as Mazda admits, creates  
3 an unreasonable risk of a crash.

4 140. For example, Mazda dedicates a page on its website entitled  
5 “safety,” where Mazda touts the safety of its vehicles, as the screenshots below  
6 indicate.<sup>59</sup>



15 FEELING SAFE GIVES YOU THE FREEDOM TO BE THE BEST DRIVER YOU CAN BE—TO  
16 CONCENTRATE ON ENJOYING THE ROAD AHEAD AND FEEL YOUR SPIRITS LIFTED BY THE  
17 EXPERIENCE OF DRIVING A MAZDA. THAT’S WHY WE FOCUS NOT JUST ON WHAT SAFETY  
18 PREVENTS, BUT ALSO ON WHAT IT MAKES POSSIBLE.

19 141. In addition to its general marketing message of safety, Mazda made  
20 representations specifically about the safety of the Class Vehicles. For example,  
21 below is a screen shot from a 2013 Mazda 3 sales brochure:<sup>60</sup>

22  
23  
24  
25 <sup>59</sup> <https://www.mazda.com/en/innovation/safety/> (last visited November 16,  
26 2021).

27 <sup>60</sup> [https://www.auto-brochures.com/makes/Mazda/3/Mazda\\_US%203\\_2013-2.pdf?bcs-agent-scanner=d776a7d5-916f-ac4e-9b98-1cdb82e50896](https://www.auto-brochures.com/makes/Mazda/3/Mazda_US%203_2013-2.pdf?bcs-agent-scanner=d776a7d5-916f-ac4e-9b98-1cdb82e50896) (last visited  
28 November 16, 2021).



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**It's a speed demon—and a guardian angel.**

That's a reason the Mazda3 earned the highest rating for frontal crash bed performance from the Insurance Institute for Highway Safety. In fact, there are a lot of reasons. From improved overall handling, to greater impact support, to a wide array of innovative safety technologies, the Mazda3 is precisely engineered to protect you—and your peace of mind—from every angle.

**Structural Safety**  
Stronger, we bring lighter, every Mazda3 utilizes Mazda's "Safe" construction system that reinforces the floor sills and roof, resulting in a stiffer, more secure structure around the driver and passenger compartment. In high-impact situations, the use of the strength of critical body areas and extensive beam structure and integrity, as well as improved overall handling and precise steering impact protection.

**6 Air Bags\***  
Advanced dual front air bags\* that inflate with both chest and driver's seat passenger weight sensors are standard on all Mazda3 models. Side-impact safety air bags\* and air curtains\* are also available for front and rear passengers. In the event of a collision and air bag deployment, the available ESC system will use a parked brake to provide an emergency response and identify your location. Added peace of mind when you're out on the road.

**Blind Spot Monitoring System\***  
An available laser-activated Blind Spot Monitoring System utilizes radar sensor technology and is designed to warn you of an approaching vehicle or object in your blind spot by emitting an icon in the corresponding side mirror. The icon blinks and a warning tone when the driver indicates a turn signal.

**Traction Control**  
Designed to reduce slip or pressure to road tiling, this system automatically detects and reduces engine torque to help you maintain control in slippery conditions.

**Stability Control**  
Stopping is as much a performance request as anything, so we equipped the Mazda3 with standard power windows of 6-wheel disc brakes and a self-adjusting rear steering-thrusting feature. The Anti-Lock Brake System, the brakes extend from front to rear, providing wheel lock as the driver controls controlled slips. If it's not a controlled slip, the Brake Assist Distribution provides power pressure and vehicle stability to make sure your road is in control. The Brake Assist Distribution provides power pressure and vehicle stability to make sure your road is in control. The Brake Assist Distribution provides power pressure and vehicle stability to make sure your road is in control.

**ABS**  
Stopping is as much a performance request as anything, so we equipped the Mazda3 with standard power windows of 6-wheel disc brakes and a self-adjusting rear steering-thrusting feature. The Anti-Lock Brake System, the brakes extend from front to rear, providing wheel lock as the driver controls controlled slips. If it's not a controlled slip, the Brake Assist Distribution provides power pressure and vehicle stability to make sure your road is in control. The Brake Assist Distribution provides power pressure and vehicle stability to make sure your road is in control.

**Active Safety**  
Standard Dynamic Stability Control\* provides the vehicle's stability when a sudden loss of traction is detected to help you maintain control during a turn. Standard Traction Control System reduces any loss of traction, then adjusts the throttle to provide the driver with a better grip on the road and more secure handling characteristics during difficult driving conditions.

**Insurance Institute for Highway Safety has awarded the Mazda3 its coveted 2012 Top Safety Pick award.**

\*Always wear your seat belt and never drink in the car. It's against the law. Always check your owner's manual for more information. Always use proper driving techniques. Always use proper driving techniques. Always use proper driving techniques. Always use proper driving techniques.

142. Below is a screenshot of a 2013 Mazda CX-5 sales brochure.<sup>61</sup>

**Extraordinary protection, without sacrificing control.**

The all-new SKYACTIV-Body uses ultra-high tensile steel in critical areas to make the body ultra-strong to help protect you in a collision. At the same time it's ultralight, so that your CX-5 is nimble and easy to maneuver in order to help you avoid an accident in the first place. The SKYACTIV-Chassis enhances this control by giving you agility at low speeds and stability at higher ones. And the available Advanced Active Torque Split All-Wheel-Drive System automatically adjusts during changing road conditions. From side-impact door beams to the available Blind Spot Monitoring System\* and rearview camera, you can be confident the CX-5 has got your back, both inside and out.

**LATCH Child-Safety Seat System**  
LATCH child-safety seat anchors and latches in the second row make it easy to get your little ones in and out of your CX-5, while helping to keep them safe on your journey.

**Enhanced Steering & Control**  
The Traction Control System detects wheel slip and then reduces engine power to help improve traction when accelerating in slippery conditions. Dynamic Stability Control\* modulates the engine and brakes to help keep you on your intended path while you're driving around corners.

**6 Air Bags\***  
Advanced dual front air bags\* that utilize inflators with both chest and driver's seat/passenger weight sensors are standard on all CX-5 models. Side air bags and dual side-impact air curtains with coverage for front and rear passengers.

**Ring Structure**  
Mazda's all-new ring structure in the SKYACTIV-Body uses ultra-high tensile steel to make the body more rigid than a typical steel body, and the structure is engineered to distribute energy in a way that makes the cabin even stronger.

**Advanced Braking Technologies**  
A comprehensive set of advanced braking technologies comes standard on the CX-5. Large 18-inch disc brakes promote strong fade-resistant stopping power. Electronic Brakeforce Distribution automatically applies braking force to individual wheels based on changing road conditions, helping to keep you in control. And in emergency situations, an Anti-Lock Brake System pulses the brakes hundreds of times per second, preventing wheel lockup so you can make controlled stops. At the same time, Brake Assist automatically increases braking pressure, thereby reducing stopping distance.

**Blind Spot Monitoring System**  
The CX-5 offers an available Adaptive Frontlighting System and self-leveling Bi-Xenon high-beam/dual discharge headlights. These headlights are specifically designed to help you see around corners at night. Ideally, as you turn into a curve, the headlights move up to 10° in the direction of your turn, thereby improving visibility and allowing you to spot potential hazards and dangers ahead.

\*Always wear your seat belt and never drink in the car. It's against the law. Always check your owner's manual for more information. Always use proper driving techniques. Always use proper driving techniques. Always use proper driving techniques. Always use proper driving techniques.

<sup>61</sup> [https://www.auto-brochures.com/makes/Mazda/CX-5/Mazda\\_US%20CX-5\\_2013.pdf?bcs-agent-scanner=5d482460-e068-8a4d-ae2a-7c36321cf6b9](https://www.auto-brochures.com/makes/Mazda/CX-5/Mazda_US%20CX-5_2013.pdf?bcs-agent-scanner=5d482460-e068-8a4d-ae2a-7c36321cf6b9) (last visited November 16, 2021).

143. Below is a screenshot of a 2013 Mazda CX-9 sales brochure.<sup>62</sup>



144. Mazda made similar representations throughout the class period. For example, below is a screenshot from a 2015 Mazda 6:<sup>63</sup>

<sup>62</sup> [https://www.auto-brochures.com/makes/Mazda/CX-9/Mazda\\_US%20CX-9\\_2013.pdf?bcs-agent-scanner=f45dcc28-1f67-5f4d-818f-a9316754d14a](https://www.auto-brochures.com/makes/Mazda/CX-9/Mazda_US%20CX-9_2013.pdf?bcs-agent-scanner=f45dcc28-1f67-5f4d-818f-a9316754d14a) (last visited November 16, 2021).

<sup>63</sup> [https://www.auto-brochures.com/makes/Mazda/6/Mazda\\_US%206\\_2015.pdf?bcs-agent-scanner=baf7882e-cd08-f847-8011-a373a291750b](https://www.auto-brochures.com/makes/Mazda/6/Mazda_US%206_2015.pdf?bcs-agent-scanner=baf7882e-cd08-f847-8011-a373a291750b) (last visited November 16, 2021).







13 146. Below is a screenshot from a 2016 Mazda CX-9 sales brochure:<sup>65</sup>  
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27 <sup>65</sup> [https://www.auto-brochures.com/makes/Mazda/CX-9/Mazda\\_US%20CX-9\\_2016.pdf?bcs-agent-scanner=4185c797-05a6-134a-a57b-1048b28445f3](https://www.auto-brochures.com/makes/Mazda/CX-9/Mazda_US%20CX-9_2016.pdf?bcs-agent-scanner=4185c797-05a6-134a-a57b-1048b28445f3) (last  
28 visited November 16, 2021).

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*i-ACTIVSENSE*

**WITH THREE ROWS OF PRECIOUS CARGO,  
SAFETY MUST COME FIRST.**

Driving is more enjoyable when your vehicle feels like a safe haven in a hectic world. The CX-3's comprehensive suite of available i-ACTIVSENSE\* safety features uses sophisticated

technologies like lasers and radar to help you get a better sense of your surroundings, making you more aware of hazards—before they happen.

**ADVANCED BLIND SPOT MONITORING<sup>1</sup>**  
This available system uses radar sensors to detect objects in your left and right blind spots, then alerts you with a warning light appearing in the corresponding side mirror. If you signal a lane change while an object is there, the light blinks and a cabin warning chime sounds. On the CX-3, the system is even advanced enough to alert you before a fast approaching vehicle enters your blind spot.

**SMART CITY BRAKE SUPPORT<sup>2</sup>**  
City driving offers its own treacherous obstacle courses. In order to help avoid or reduce the severity of a collision, select models offer Smart City Brake Support. When traveling at speeds between about 2 and 49 mph, this intuitive system detects objects ahead and prepares the vehicle by adjusting brake pads closer to the disc. If no driver action is taken, the system automatically applies the brakes.

**SMART BRAKE SUPPORT<sup>3</sup>**  
Similar to Smart City Brake Support, this system can help avoid or reduce the severity of a collision at higher rates of speed (above 10 mph), like freeway driving. The Collision Warning feature will alert the driver that braking is immediately necessary, if the radar sensor determines that a collision is unavoidable, the automatic brake control will engage.

**REAR CROSS TRAFFIC ALERT<sup>4</sup>**  
When backing up, this available feature detects a vehicle approaching from the side and promptly alerts the driver with an audible warning, as well as a visual warning in either side mirror and on your center console display screen.

**ADAPTIVE FRONT-LIGHTING SYSTEM<sup>5</sup>**  
Select models offer our Adaptive Front-lighting System. These headlights are specifically designed to help you see around corners at night. As you turn into a corner, the headlights pivot up to 15 degrees in the direction of your turn, improving visibility and allowing you to spot potential hazards and dangers ahead.

**HIGH BEAM CONTROL<sup>6</sup>**  
Available High Beam Control helps the driver see better at night by maximizing opportunities to use the high beams. The system automatically switches to low beams when it detects oncoming traffic and/or a vehicle ahead.

**LANE DEPARTURE WARNING SYSTEM<sup>7</sup>**  
This available system gives audible and visual warnings when the vehicle is about to unintentionally depart from its lane at a speed of 27 mph or higher.

**LANE KEEP ASSIST<sup>8</sup>**  
This available advanced safety system performs all the functions of the Lane Departure Warning System, and adds an extra level of guidance. When it senses a potential unintentional lane departure, Lane Keep Assist will aid in steering your Mazda CX-3 to guide it back to the center of the lane.

**DISTANCE RECOGNITION SUPPORT SYSTEM<sup>9</sup>**  
At speeds above 19 mph, this available feature uses radar technology to measure the distance between your Mazda and the vehicle ahead, indicating a recommended following distance. If your vehicle encroaches on this recommended distance, a visual warning shows in your Mazda's information display.

**MAZDA RADAR CRUISE CONTROL<sup>10</sup>**  
Simply aimed, the vehicle speed and distance, and available Mazda Radar Cruise Control will work within a set speed range to help you maintain a safe distance between you and the preceding vehicle, down to 19 mph.

\*Always check your mirror. Be aware of the traffic around you. <sup>1</sup>Smart City Brake Support is only available on select models. <sup>2</sup>Smart City Brake Support is only available on select models. <sup>3</sup>Smart City Brake Support is only available on select models. <sup>4</sup>Smart City Brake Support is only available on select models. <sup>5</sup>Smart City Brake Support is only available on select models. <sup>6</sup>Smart City Brake Support is only available on select models. <sup>7</sup>Smart City Brake Support is only available on select models. <sup>8</sup>Smart City Brake Support is only available on select models. <sup>9</sup>Smart City Brake Support is only available on select models. <sup>10</sup>Smart City Brake Support is only available on select models.

147. Below is a screenshot from a 2017 Mazda CX-3 sales brochure:<sup>66</sup>

<sup>66</sup> [https://www.auto-brochures.com/makes/Mazda/CX-3/Mazda\\_US%20CX-3\\_2017.pdf?bcs-agent-scanner=07e1093f-5237-6d4c-ab41-8806bd8b948d](https://www.auto-brochures.com/makes/Mazda/CX-3/Mazda_US%20CX-3_2017.pdf?bcs-agent-scanner=07e1093f-5237-6d4c-ab41-8806bd8b948d) (last visited November 16, 2021).

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**WE FOCUS ON SAFETY, SO YOU CAN FOCUS ON DRIVING.**

We think your Mazda CX-3 should be a relaxing, secure haven where you can escape from a hectic world. To make this simple concept a reality, it took a suite of complex technologies—all designed to provide you with the ultimate sense of awareness and connectedness. i-ACTIVENSE® safety innovations employ sophisticated technologies like cameras and radar to literally give you a sixth sense for safety by helping to alert you to hazards before they happen. It's another way Mazda helps you focus on what matters: driving.



**1 HIGH BEAM CONTROL**  
Available High Beam Control helps the driver see better at night by maximizing opportunities to use the high beams. The system automatically switches to low beams when it detects oncoming traffic and/or a vehicle ahead.



**2 REAR CROSS TRAFFIC ALERT\***  
When backing up, this available feature helps detect a vehicle approaching from the side and promptly alerts the driver with an audible warning, as well as a visual warning in either side mirror, as well as a visual warning in either side mirror.



**3 LAKE DEPARTURE WARNING SYSTEM\***  
This available system gives audible and visual warnings when it detects the vehicle is about to unintentionally depart from its lane at a speed of 44 mph or higher.



**4 ADVANCED BLIND SPOT MONITORING\***  
This available system uses radar sensors to detect objects in your left or right blind spots, then alerts you with a warning light appearing in the corresponding side mirror. If you signal a lane change while an object is there, the light blinks and a chime warning chime sounds. On the CX-3, the system is even advanced enough to alert you before a fast approaching vehicle enters your blind spot.



**5 SMART CITY BRAKE SUPPORT\***  
City driving offers its own treacherous obstacle courses. In order to help avoid or reduce the severity of a collision, the CX-3 offers an available Smart City Brake Support system. When traveling at speeds between about 2 and 18 mph, this intuitive system detects objects ahead and prepares the vehicle by adjusting brake pads closer to the disc. If no driver action is taken, the system automatically applies the brakes.



**6 LED HEADLIGHTS WITH ADAPTIVE FRONT-LIGHTING SYSTEM**  
The CX-3 offers available LED headlights with Mazda's Adaptive Front-Lighting System. These headlights are specifically designed to help you see around corners at night. As you turn into a corner, the headlights pivot to 15 degrees in the direction of your turn, improving visibility and allowing you to spot potential hazards and dangers ahead.



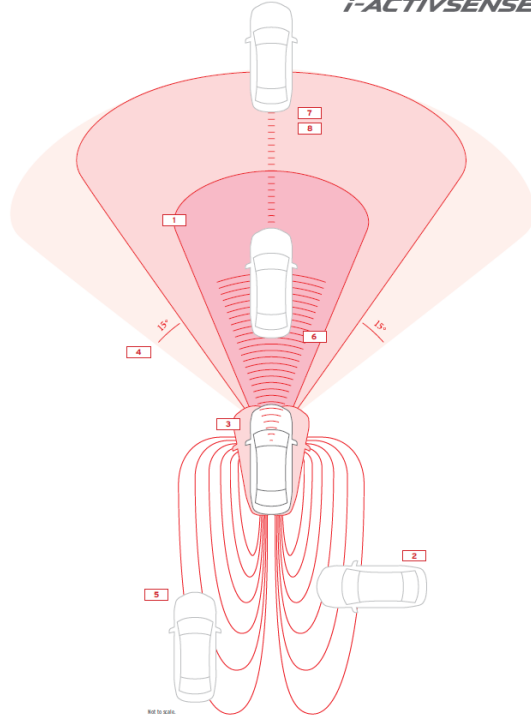
**7 SMART BRAKE SUPPORT\***  
Similar to Smart City Brake Support, this available system can help avoid or reduce the severity of a collision, but operates at higher rates of speed (above 10 mph) like freeway driving. The Collision Warning feature will alert the driver that braking is immediately necessary if the radar sensor determines that a collision is unavoidable, the automatic brake control will engage.



**8 DISTANCE RECOGNITION SUPPORT SYSTEM\***  
At speeds above 19 mph, this available feature uses radar technology to measure the distance between your Mazda and the vehicle ahead. If your vehicle encroaches on this recommended distance, a visual warning shows in your Mazda's information display.

\*Always check your mirrors, be aware of the traffic situation, be aware of the blind spots, there are limitations to the range and detection of the system. Please see your Owner's Manual for further details. Your Speedstar Monitoring System and the Lane Departure Warning System are not available on all vehicles. Please see your Owner's Manual for further details. Smart City Brake Support and Smart Brake Support are not available on all vehicles. Please see your Owner's Manual for further details. Mazda's Adaptive Front-Lighting System is not available on all vehicles. Please see your Owner's Manual for further details. The Distance Recognition Support System is not available on all vehicles. Please see your Owner's Manual for further details. The Smart City Brake Support and Smart Brake Support are not available on all vehicles. Please see your Owner's Manual for further details.

**i-ACTIVENSE®**



148. Below is a screenshot from a 2018 Mazda CX-5 sales brochure:<sup>67</sup>



<sup>67</sup> [https://www.auto-brochures.com/makes/Mazda/CX-5/Mazda\\_US%20CX-5\\_2018.pdf?bcs-agent-scanner=3da3f5ed-2ab3-2b45-9099-17790e192b94](https://www.auto-brochures.com/makes/Mazda/CX-5/Mazda_US%20CX-5_2018.pdf?bcs-agent-scanner=3da3f5ed-2ab3-2b45-9099-17790e192b94) (last visited November 16, 2021).



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149. Below is a screenshot from a 2019 Mazda CX-3 sales brochure:<sup>68</sup>



RESPONSIVE. AND RESPONSIBLE.

SKYACTIV™ TECHNOLOGY enables us to orchestrate what we believe to be the ideal driving experience. From the chassis, to the transmission, to the engine and beyond, we've designed every single aspect of our cars to be powerful, yet efficient. SKYACTIV TECHNOLOGY also combines the joy of driving with outstanding environmental and safety performance.

150. Below is a screenshot from a 2020 Mazda CX-5 sales brochure:<sup>69</sup>



CONFIDENCE WHEN YOU NEED IT MOST

With available predictive i-Activ AWD<sup>†</sup> the Mazda CX-5 helps you drive confidently in the snow and rain, and improves performance on dry roads too. This advanced technology helps to detect the potential loss of traction by sensing everything from outside temperature to windshield wiper usage and the driver's steering inputs, then redistributing torque as needed to the tires that can use it best. To help maintain road grip—and your sense of confidence. When the destination takes you off the beaten path, simply press the Off-road Traction Assist control button (when equipped). Engaging this feature will help optimize torque distribution and traction control to help you traverse uneven terrain.

No matter what kind of road you're traveling, G-Vectring Control Plus is always working in the background, subtly adjusting engine torque and braking pressure to make steering response feel more natural, consistent and intuitive. The end result is more confidence behind the wheel, and a more effortless connection between car and driver.

<sup>68</sup> [https://www.auto-brochures.com/makes/Mazda/CX-3/Mazda\\_US%20CX-3\\_2019.pdf?bcs-agent-scanner=d8066cd4-2d75-8d4e-836f-c58ff7cda6bb](https://www.auto-brochures.com/makes/Mazda/CX-3/Mazda_US%20CX-3_2019.pdf?bcs-agent-scanner=d8066cd4-2d75-8d4e-836f-c58ff7cda6bb) (last visited November 16, 2021).

<sup>69</sup> [https://www.auto-brochures.com/makes/Mazda/CX-5/Mazda\\_US%20CX-5\\_2020.pdf?bcs-agent-scanner=abf98e0d-70f3-594d-b39b-6959141c6c42](https://www.auto-brochures.com/makes/Mazda/CX-5/Mazda_US%20CX-5_2020.pdf?bcs-agent-scanner=abf98e0d-70f3-594d-b39b-6959141c6c42) (last

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151. Below is a screenshot from a 2021 Mazda 3 sales brochure:<sup>70</sup>

CONFIDENCE WHEN YOU NEED IT MOST

With available i-Activ AWD<sup>2</sup> the Mazda3 helps you drive confidently in the snow and rain, and improves performance on dry roads too. This innovative technology uses sophisticated real-time vehicle dynamics modeling to help predict traction loss and send torque to the tires that can use it best. Helping to maintain road grip—and your sense of confidence.

No matter what roads you're traveling, G-Vectoring Control Plus is always working in the background. By subtly adjusting the engine torque and braking pressure, this innovative technology makes the steering feel more natural, consistent and intuitive. The end result is an effortless connection between car and driver, so you're always ready for what's ahead.



The production Mazda3 3.6i is shown with Premium Plus Package and accessories. Available till 2020.

152. As demonstrated, Mazda employed and continues to employ a long term and uniform marketing message that its vehicles are of the utmost safety and dependability.

153. Despite Mazda's knowledge and uniform and pervasive marketing message of safety and dependability, nowhere does Mazda disclose the Fuel Pump Defect or the unreasonable risk to safety it poses, as admitted in the Recall Report.

154. A car with a defective fuel pump that can cause the engine to studder or stall while the vehicle is in motion, as do the Class Vehicles, and thereby exposes occupants to an unreasonable risk of injury or death *is not a safe car*. Thus, Mazda's marketing of the Class Vehicles as safe and dependable is false and misleading and omits facts that would be material to consumers such as Class

visited November 16, 2021).

<sup>70</sup> [https://www.auto-brochures.com/makes/Mazda/3/Mazda\\_US%203\\_2021.pdf?bcs-agent-scanner=8f01e6c8-b227-094c-b800-8699e4696d19](https://www.auto-brochures.com/makes/Mazda/3/Mazda_US%203_2021.pdf?bcs-agent-scanner=8f01e6c8-b227-094c-b800-8699e4696d19) (last visited November 16, 2021).

1 Members who purchased or leased Class Vehicles because they were consistently  
2 marketed as having the utmost safety on the road.

3 155. Mazda marketed the Class Vehicles as safe and dependable, but failed  
4 to disclose the existence, impact, and danger of the Fuel Pump Defect, despite its  
5 knowledge. Specifically, Mazda:

- 6 a. Failed to disclose, at and after the time of purchase,  
7 lease, service, or thereafter, any and all known material  
8 defects of the Class Vehicles, including the Fuel Pump  
9 Defect, despite its knowledge;
- 10 b. Failed to disclose, at and after the time of purchase,  
11 lease, service, or thereafter, that the Class Vehicles' Fuel  
12 Pumps were defective and not fit for their ordinary  
13 purpose, despite its knowledge; and
- 14 c. Failed to disclose and actively concealed the existence  
15 and pervasiveness of the Fuel Pump Defect, despite its  
16 knowledge.

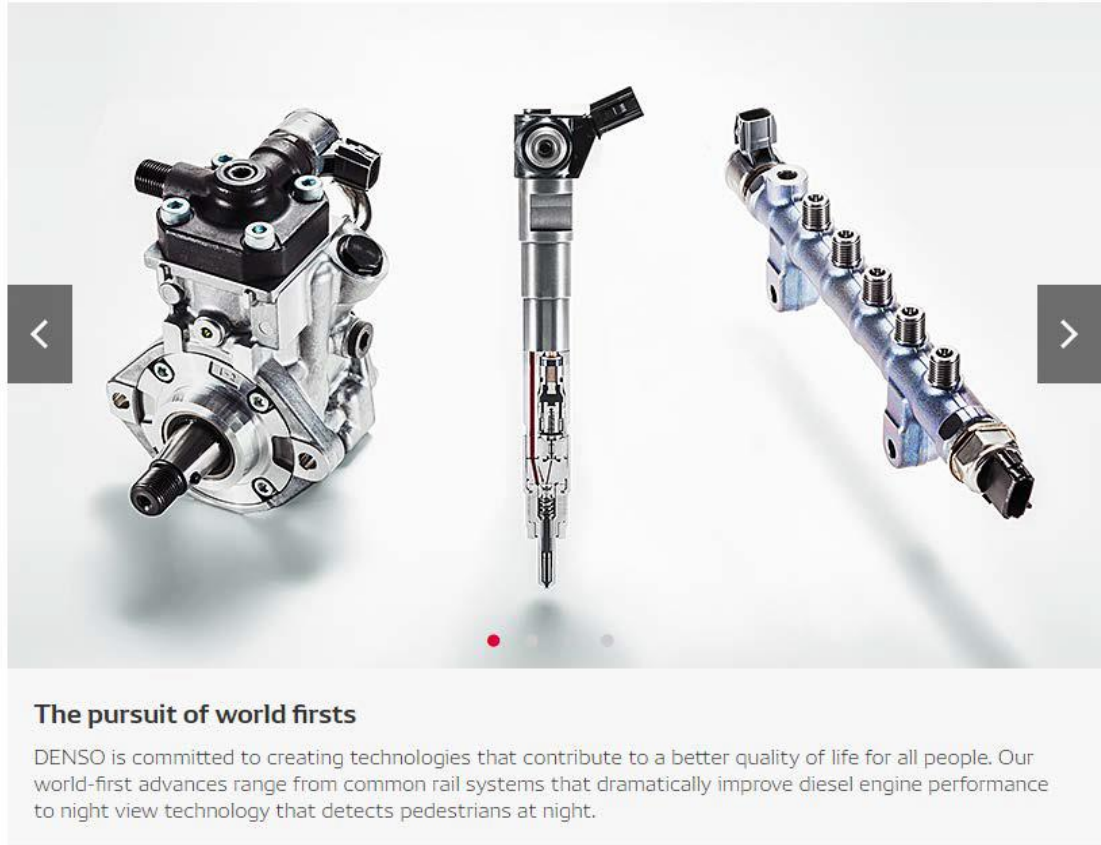
17 156. Mazda's deceptive marketing and willful and knowing failure to  
18 disclose the Fuel Pump Defect damaged, and continues to damage, Plaintiff and  
19 Class Members. If Plaintiff and Class Members had known of the Fuel Pump  
20 Defect and/or that the Class Vehicles were not safe and durable, they would not  
21 have purchased or leased the Class Vehicles or certainly would have paid less to  
22 do so.

23 157. Moreover, Denso has also associated itself with safety and quality.  
24 On its website, Denso represented that it is committed to making high-quality  
25 products that contribute to a higher quality of life for all people.<sup>71</sup>

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28 <sup>71</sup> <https://www.denso.com/global/en/about-us/our-strengths/> (last visited  
March 1, 2021).



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158. Denso also stated that it focuses on “Meticulous quality control,” and that “DENSO focuses on safety because cars carry people.”<sup>72</sup>

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<sup>72</sup> *Id.*

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## Manufacturing

Innovative products and components can only be realized if they can be manufactured. At DENSO, our technicians and engineers painstakingly refine every detail of our manufacturing systems to enable the creation of the best technologies and products.



### Meticulous quality control

DENSO focuses on safety because cars carry people. We were one of the first parts manufacturers to build our own test courses to evaluate our products, ensuring that people could confidently drive cars using our components. Our advanced test facilities are comparable with those of major carmakers and include such advances as high-low temperature wind tunnel laboratories and anechoic chambers that simulate the diverse conditions drivers encounter every day.

159. In its corporate brochure, Denso stated that it seeks to create a world that is accident free, a goal that obviously cannot be reached when it produced the Fuel Pumps with the Fuel Pump Defect.<sup>73</sup>

<sup>73</sup> [https://www.denso.com/global/en/-/media/global/about-us/corporate-info/profile/denso\\_brochure\\_en.pdf?rev=a5ed1a6eba404a0280d304810569c615](https://www.denso.com/global/en/-/media/global/about-us/corporate-info/profile/denso_brochure_en.pdf?rev=a5ed1a6eba404a0280d304810569c615) (last visited March 1, 2021).

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**Advanced Safety and Automated Driving**

**Provided Value**

**Realizing a safe society without accidents, and free and comfortable mobility**

DENSO aims to create a mobile society without accidents and in which all people can move safely and with peace of mind. Guided by this aim, DENSO has developed reliable, high-quality safety technologies. By enhancing our long-cultivated sensing technologies as well as our AI and information technologies, we will further contribute to the development of automated driving. Maintaining our firm commitment to quality, which we have adopted since our founding, we will deliver genuine peace of mind for the future of the mobile society.



160. Additionally, on its aftermarket website, Denso stated its products are of high quality, reliable, and valuable.<sup>74</sup>



### Quality, Reliability and Value

Quality, Reliability and Value. At DENSO we've taken everything we have learned as an OE manufacturer and applied it to our aftermarket product lines. Every component that leaves our factories has been designed with precision, manufactured to OE standards and subjected to rigorous safety and performance tests.

DENSO factories are QS9000 and ISO9000 certified worldwide, just one of the many reasons why zero defects for parts produced in the millions is a reality for DENSO. A recipient of the prestigious Deming Award for quality in 1961, we've spent over five decades perfecting our technology and processes, a claim that few automotive manufacturers can make.

The OE-standard quality and reliability of DENSO aftermarket components add up to a tremendous value for our customers.

<sup>74</sup> <https://densoautoparts.com/why-denso.aspx> (last visited March 1, 2021).

1           161. Denso made specific remarks about its Fuel Pumps, claiming “not all  
2 fuel pumps are created equal” and that its Fuel Pumps “offer more than triple the  
3 lifetime ....”<sup>75</sup>

4           162. Defendants marketed the Class Vehicles and Fuel Pumps as safe,  
5 dependable, and made of high-quality materials and innovation, but failed to  
6 disclose the existence, impact and danger of the Fuel Pump Defect and/or that the  
7 Class Vehicles were not safe or dependable. Specifically, Defendants:

- 8           a. Failed to disclose, at and after the time of purchase,  
9 lease, and/or service, any and all known material defects  
10 of the Class Vehicles, including the Fuel Pump Defect,  
11 despite its knowledge;
- 12           b. Failed to disclose, at and after the time of purchase,  
13 lease, and/or service, that the Class Vehicles’ Fuel  
14 Pumps were defective and not fit for their ordinary  
15 purpose, despite its knowledge; and
- 16           c. Failed to disclose and actively concealed the existence  
17 and pervasiveness of the Fuel Pump Defect, despite its  
18 knowledge.

19           163. Defendants’ deceptive marketing and willful and knowing failure to  
20 disclose the Fuel Pump Defect damaged, and continues to damage, Plaintiffs and  
21 Class Members. If Plaintiffs and Class Members had known of the Fuel Pump  
22 Defect and/or that the Class Vehicles were not safe and durable, they would not  
23 have purchased or leased the Class Vehicles or certainly would have paid less to  
24 do so.

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28           <sup>75</sup> <https://densoautoparts.com/fuel-pumps.aspx> (last visited March 1, 2021).

1           **F. DEFENDANTS ADMITTED THE FUEL PUMP DEFECT WAS**  
2           **DANGEROUSLY DEFECTIVE, BUT ISSUED INADEQUATE**  
3           **RECALLS**

4           164. Mazda’s Recall, initiated on November 12, 2021, covers 121,038  
5 vehicles with admittedly defective Fuel Pumps.<sup>76</sup> The root cause of Mazda’s  
6 Recall is a Denso Fuel Pump with a plastic impeller made of unsuitable material  
7 which deforms due to fuel absorption.

8           165. However, Mazda’s Recall is limited in scope and implements a  
9 woefully inadequate repair.

10           166. Specifically, Mazda’s Recall fails to include older and newer model  
11 year vehicles equipped with the same defective Fuel Pump, as evidenced by the  
12 customer complaints submitted to NHTSA. *See supra.*

13           167. Additionally, Mazda’s Recall fails to offer a timely and effective  
14 remedy for the Fuel Pump Defect. Although Mazda says it will replace the  
15 defective Fuel Pumps with improved ones, it fails to provide a timeline for such  
16 repairs, and, as described below, the repairs it will perform are inadequate and can  
17 lead to dangerous conditions.

18           168. Defendants’ supposed “remedy” for the Mazda’s Recall fails to  
19 adequately remedy the Fuel Pump Defect. The proposed “fix” replaces *only* the  
20 fuel pump motor in the module instead of replacing the entire fuel pump module  
21 (the “Recall Repair”) as is the industry norm. Because of the risk of damage to  
22 the entire fuel pump module if only the fuel pump motor is removed and replaced,  
23 it is industry standard to replace the *entire* fuel pump module. Contrary to industry  
24 practice, the Recall Repair replaces only the *motor*, placing Plaintiffs and the Class  
25 at an increased risk of experiencing additional hazardous conditions as a result of  
26 technician error or due to degradation of other components of the fuel pump  
27 module.

28           <sup>76</sup> Exhibit E.

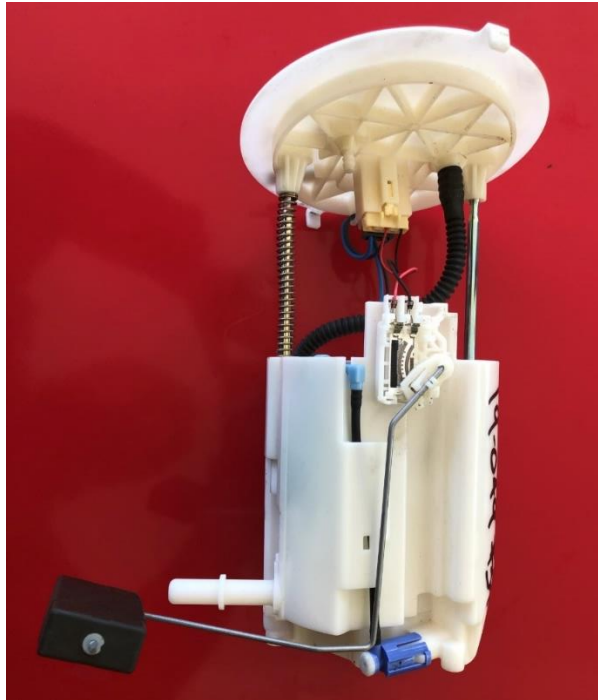


1           169. Upon information and belief, the Recall Repair originated from  
2 Denso, the manufacturer of the defective fuel pumps that gave rise to Mazda's  
3 Recall. Denso sells its fuel pumps to automobile manufacturers as part of a fuel  
4 pump module. In a cost-savings effort, Denso provided only the defective fuel  
5 pump *motor*, and not the entire fuel pump *module*, for the Recall Repair despite  
6 knowing that industry norms would require the replacement of the entire fuel pump  
7 module to adequately remedy the Fuel Pump Defect (assuming, of course, that the  
8 new fuel pump assembly functioned properly). Mazda, fully aware that this 2020  
9 Recall Repair would be entirely inadequate, and indeed would risk causing further  
10 damage to the fuel pump module and other component parts, decided to implement  
11 this insufficient remedy because it, like Denso, did not want to incur the costs of  
12 providing entire fuel pump modules, which would be more expensive than  
13 swapping out the fuel pump motors in the fuel pump modules in the Recalled  
14 Vehicles. Thus, Denso and Mazda are equally responsible for the inadequate  
15 Recall Repair and share equal blame for the potential hazards it presents.

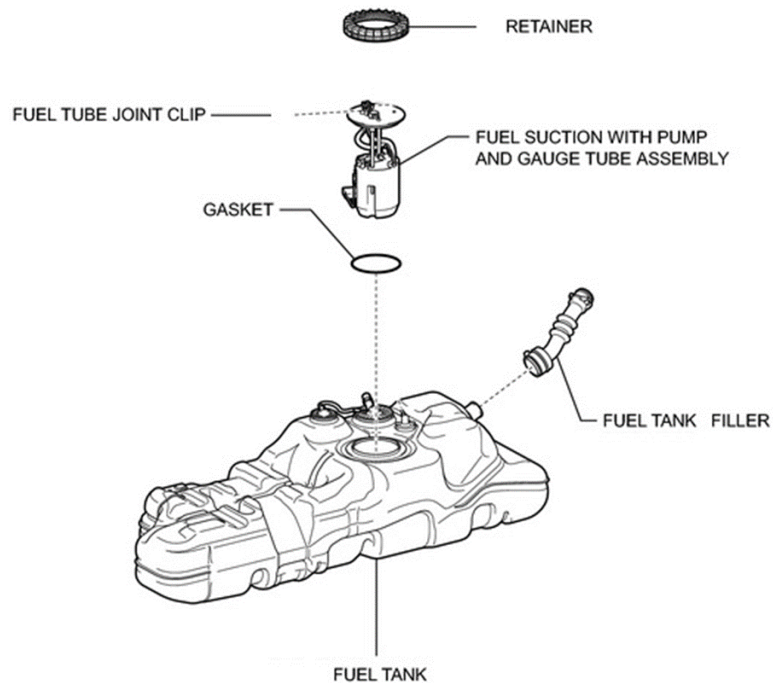
16           170. The Recall Repair involves both the Fuel Pump and the fuel pump  
17 module, which houses the fuel pump. The Fuel Pump (i.e., the electric motor and  
18 impeller) is an internal component of the fuel pump module. The fuel pump  
19 module is a complete package, hosting the pump, associated plumbing and the  
20 fuel gauge sending unit. Figure 6 below is a photograph of the Denso fuel pump  
21 module used in Class Vehicles.

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171. As Figure 7 below demonstrates, the fuel pump module drops into the fuel tank through an access hole on the topside of the tank. A retainer ring ensures that the flange and O-ring create a tight seal against the tank surface, preventing fuel escape.





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172. Figure 8 below depicts the component parts of a Denso fuel pump module.

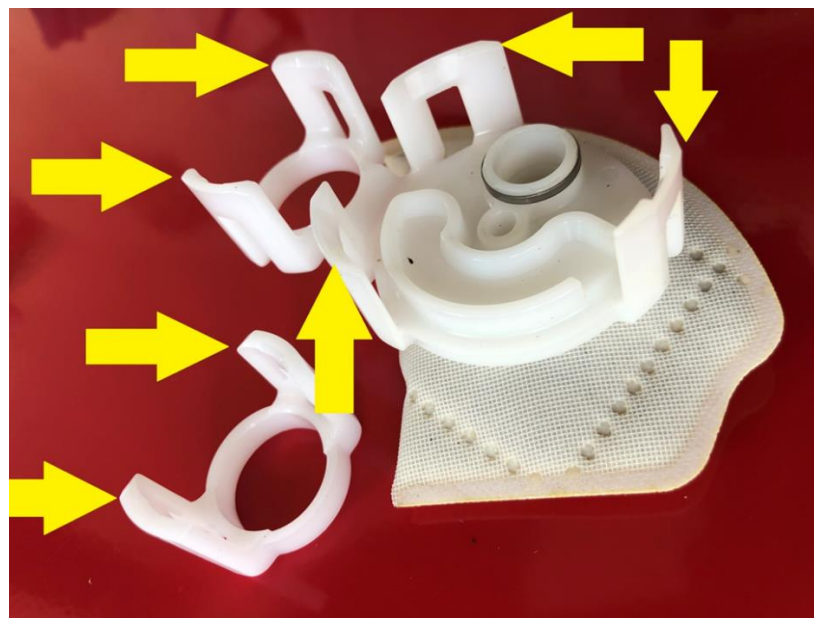


173. The fuel pump module's housing protects the fragile internal components that fit together like puzzle pieces within the module.

174. As Figures 9 and 10 below demonstrate, the Denso fuel pump module is held together with plastic tabs and clips.



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175. Fuel exposure weakens these plastic tabs and clips depleting durability and elasticity.

176. As Figure 11 below demonstrates, the fuel pump modules contain numerous small and fragile parts, such as O-rings, that require precise installation. Disassembling the fuel pump module exposes these critical components to contamination, dislocation and breakage, thereby affecting vehicle performance.



177. Because of these concerns (and others), it is industry standard to replace the fuel pump module as a complete unit rather than remove and replace

1 discrete failed internal components. Replacing the fuel pump module as a complete  
2 unit greatly reduces technician error frequency.

3 178. However, as Mazda and Denso ignored industry norms and instruct  
4 technicians to disassemble the fuel pump module to replace the fuel pump (i.e., the  
5 electric motor and impeller) when performing the “remedy” under the Recall  
6 Repair. Rather than replace the entire fuel pump module, Mazda’s Recall directs  
7 technicians to replace only the fuel pump motor, an extremely delicate process  
8 requiring the technician to disassemble the fuel pump module, remove the motor,  
9 replace the old motor with a new one, and then reassemble the fuel pump module.  
10 This process involves bending tabs and clips, which in turn invite hairline cracks,  
11 breakage and incomplete catching of the tabs and clips that hold the fuel pump  
12 module together. These common and likely labor errors create seal failure and  
13 resultant fuel leaks and/or fuel pressure loss due to cavitation<sup>77</sup> or recycling of fuel.

14 179. Mazda’s 2020 Recall Repair not only deviates from industry norms,  
15 but it also departs from Mazda’s typical practice. For example, outside of this  
16 Recall, customers who bring their vehicles to a technician for fuel pump repair  
17 typically receive a new fuel pump module. Specifically, recycling of original fuel  
18 pump module parts does not occur outside of this Recall.

19 180. Mazda’s 2020 Recall Repair is inadequate because it also places  
20 Plaintiffs and Class Members in harm’s way. Rather than replacing the affected  
21 fuel pump module with a new fuel pump module, Mazda opted for maximizing its  
22 profits over consumer safety. Plaintiffs and Class Members whose vehicles  
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25 <sup>77</sup> Cavitation is a phenomenon in which rapid changes of pressure in a liquid  
26 lead to the formation of small vapor-filled cavities in places where the pressure is  
27 relatively low. When subjected to higher pressure, these cavities, called “bubbles”  
28 or “voids,” collapse and can generate a shock wave that strong enough to damage  
component parts.

1 received the Recall Repair drive their Vehicles under the false assumption that  
2 their vehicles were adequately repaired.

3 181. The inadequacy of the Recall Repair is further demonstrated by the  
4 complaints from consumers who own Toyota, Honda, or Subaru vehicles<sup>78</sup> that  
5 continued to experience the Fuel Pump Defect *after* receiving the Recall Repair.

6 182. For example, on September 18, 2020, the owner of a 2019 Honda  
7 Civic submitted a complaint to NHTSA stating that he or she experienced a  
8 concerning stall and loss of motive power *after* the Recall Repair was performed  
9 on the vehicle:

10 TL\* THE CONTACT OWNS A 2019 HONDA CIVIC. THE  
11 CONTACT STATED WHILE DRIVING AT VARIOUS SPEEDS,  
12 THE VEHICLE JERKED, LOSS MOTIVE POWER, SWITCHED  
13 TO LIMP MODE WITH THE CHECK ENGINE WARNING  
14 LIGHT ILLUMINATED. THE CONTACT STATED THAT THE  
15 VEHICLE FAILED TO PROPERLY ACCELERATE WHILE IN  
16 LIMP MODE. AFTER STOPPING THE VEHICLE, THE CHECK  
17 ENGINGE WARNING LIGHT DISAPPEARED AND THE  
18 VEHICLE OPERATED NORMALLY. THE VEHICLE WAS  
19 TAKEN TO THE LOCAL DEALERS AUTONATION MAZDA  
20 LOCATED AT 23551 MAGIC MOUNTAIN PKWY, VALENCIA,  
21 CA 91355, TO BE DIAGNOSED. THE CONTACT WAS  
22 INFORMED THAT THE FAILURE WAS CAUSED BY  
23 CONTAMINATED FUEL. AFTER DRAINING THE FUEL  
24 SYSTEM, THE CONTACT RETRIEVED THE VEHICLE  
25 HOWEVER, THE FAILURE RECURRED. THE  
26 MANUFACTURER WAS NOTIFIED OF THE FAILURE. THE  
27 CONTACT INDICATED THAT THE FAILURE OCCURRED  
28 AFTER THE VEHICLE WAS REPAIRED UNDER NHTSA  
CAMPAIGN NUMBER: 203V314000 (FUEL SYSTEM,  
GASOLINE) IN JULY 2020. THE FAILURE MILEAGE WAS  
29,000.<sup>79</sup>

78 Denso supplied the same or substantially similar defective fuel pumps to Toyota, Honda, and Subaru, each of whom implemented the same or substantially similar inadequate repair.

79 NHTSA COMPLAINT ID No. 11359797.

1 183. In a particularly terrifying example, on August 30, 2020, the owner  
2 of a 2018 Honda HR-V reported to NHTSA that after initially being told the  
3 necessary part was unavailable, he or she ultimately obtained the 2020 Recall  
4 Repair only to immediately experience the overpowering smell of gasoline from a  
5 gas tank leak that the dealership was unable to remedy, rendering the vehicle  
6 completely unsafe and unfit to drive:

7 RCVD RECALL NOTICE AT END OF JULY FOR FUEL PUMP  
8 MODULE WITHOUT SPECIFICATION IMPELLERS.  
9 OVERTIME THESE IMPELLERS MAY ABSORB AN  
10 EXCESSIVE AMOUNT OF FUEL AND DEFORM. A  
11 DEFORMED IMPELLER MAY CAUSE THE FUEL PUMP TO  
12 STOP WORKING.

13 DID NOT RECEIVE NOTIFICATION UNTIL THE END OF JULY  
14 2020 WHEN THE RECALL WAS SET IN MAY 2020. DEALER  
15 WHERE I PURCHASED VEHICLE WAS UNAWARE OF THE  
16 RECALL AND CHECKED IN THE BEGINNING OF AUGUST  
17 SAYING THE PARTS WERE NOT YET RELEASED BY  
18 MAZDA.

19 FINALLY, ON 8/26/20 I CONTACTED CORPROATE WHO  
20 INDICATED THAT THE PART HAD BEEN RELEASED A FEW  
21 WEEKS PRIOR.

22 DEALER PUT IN A NEW FUEL PUMP WHICH APPARENTLY  
23 FIXES THE PROBLEM BUT UPON PICKING IT UP THE INSIDE  
24 OF THE VEHICLE SMELLED VERY STRONG OF GASOLINE.  
25 THE MAZDA MECHANIC REASSURED IT WAS JUST FUMES  
26 FROM THE REPAIR SINCE THEY ACCESS PUMP TO THE  
27 FUEL TANK FROM INSIDE THE VEHICLE. HOWEVER, ON  
28 THE ROUGHLY 20 MILE RIDE HOME THE SMELL OF  
GASOLINE GOT WORSE SO MUCH THAT WE HAD TO ROLL  
THE WINDOWS DOWN BECAUSE WE WERE GETTING A  
HEADACHE AND OVER TAKEN BY THE GASOLINE SMELL.  
WE STOPPED AT A GAS STATION TO FILL THE VEHICLE  
TANK WHICH WAS DOWN TO ABOUT ¼ TANK.

WHEN THE GAS ATTENDANT FILLED THE TANK ALL THE  
GAS STARTED LEAKING OUT FROM UNDER THE CAR. CAR  
WAS PUSHED AWAY FROM THE PUMP. GAS CONTINUED  
TO POUR FROM UNDERNEATH AS A STEADY STREAM  
THEN AFTER ABOUT A HALF HOUR TO A DRIP. VEHICLE  
WAS TOWED BACK TO DEALER WHO THE NEXT DAY

1 THOUGHT THE WING NUT TO HOLD THE PUMP GASKET  
 2 LOOSENED AND ASSURED IT WAS FIXED. THEY FILLED TH  
 3 THANK DROVE IT, SAID IT WAS FINE. I LEFT IT  
 4 OVERNIGHT, AND THE NEXT DAY THEY CHECKED THE  
 5 VEHICLE AND SAW GASOLINE STILL LEAKING OUT FROM  
 6 AN UNDETERMINED AREA UNDER THE VEHICLE. WHY  
 7 WAS THE PART NOT RELEASED FOR SO LONG? MAZDA  
 8 REPAIR GARAGE HAS NOT YET DETERMINED WHERE THE  
 9 LEAK IS AND WHAT IS DEFECTIVE AT THE TIME THIS IS  
 10 WRITTEN 3 DAYS AFTER THE RECALL REPAIR.<sup>80</sup>

11 184. In another example of the Recall Repair creating more problems than  
 12 it solves, on October 6, 2020 the owner of 2018 Honda HR-V reported to NHTSA  
 13 that after having the 2020 Recall Repair performed on his or her vehicle parking  
 14 light and check warning lights remained illuminated:

15 TL\* THE CONTACT OWNS A 2018 MAZDA HR-V. THE  
 16 CONTACT STATED THAT WHILE OPERATING THE  
 17 VEHICLE, THE PARKING LIGHT AND CHECK ENGINE  
 18 WARNING LIGHTS REMAINED ILLUMINATED. THE  
 19 VEHICLE WAS TAKEN TO THE LOCAL DEALER POHANKA  
 20 MAZDA LOCATED AT 1772 RITCHIE STATION CT, CAPITOL  
 21 HEIGHTS, MD 20743 WHO DIAGNOSED THE VEHICLE AND  
 22 INFORMED THE CONTACT THAT THE FAILURES WERE  
 23 RELATED TO A PREVIOUS REPAIR PERFORMED UNDER  
 24 THE NHTSA CAMPAIGN NUMBER: 20V314000 (FUEL  
 25 SYSTEM). NO FURTHER INFORMATION WAS AVAILABLE.  
 26 THE VEHICLE WAS NOT REPAIRED. THE MANUFACTURER  
 27 WAS NOTIFIED OF THE FAILURES. THE FAILURE MILEAGE  
 28 WAS 33,000.<sup>81</sup>

185. On January 29, 2021, the owner of a 2019 Honda Insight filed the  
 following complaint with NHTSA, reporting subsequent fuel pump issues after  
 receiving the Recall repair:

FUEL PUMP REPLACED IN 10/2020 FOR RECALL 20V314000.  
 IN 1/2021 I WAS PASSING A VEHICLE ON THE INTERSTATE  
 WHEN THE CHECK ENGINE LIGHT STARTED FLASHING,

<sup>80</sup> NHTSA Complaint ID No. 11352182.

<sup>81</sup> NHTSA Complaint ID No 11363047.



1 THE VEHICLE STARTED BUCKING, AND I LOST  
2 ACCELERATION. AFTER SHUTTING OFF THE CAR FOR A  
3 FEW MINUTES I WAS ABLE TO CONTINUE DRIVING AT  
4 INTERSTATE SPEEDS. A LOCAL SHOP READ THE CODE  
5 AND REPORTED A MISFIRE ON CYLINDERS 3 AND 4.

6 MAZDA TECHNICIANS COULDN'T RECREATE THE ISSUE  
7 OR VIEW ANY CODE HISTORY, BUT DURING A TEST DRIVE  
8 FOUND THAT THE FUEL GAUGE HAD STOPPED  
9 FUNCTIONING. UPON INSPECTION OF THE PREVIOUSLY  
10 REPLACED FUEL PUMP IT WAS DISCOVERED THAT THE  
11 WIRES WERE CRUMBLING.

12 THE FUEL PUMP INSTALLED DURING A RECALL CAUSED  
13 THE EXACT ISSUE IT WAS SUPPOSED TO AVOID. THE  
14 SERVICE ADVISOR QUOTED SOMEONE AT MAZDA AS  
15 SAYING THEY'VE SEEN A FEW OF THESE ISSUES COME  
16 BACK AFTER THE INITIAL RECALL.<sup>82</sup>

17 186. On July 25, 2020, a consumer with a 2019 Toyota Highlander filed  
18 the following complaint with NHTSA:

19 The contact owns a 2019 Toyota Highlander. The contact stated that  
20 while attempting to accelerate from a standing start the vehicle would  
21 suddenly accelerate and immediately hesitate before accelerating and  
22 operating as normal. The failure had occurred on 2 separate  
23 occasions. *The contact indicated that the failure had occurred after*  
24 *the recall remedy was performed for the NHTSA recall campaign*  
25 *number 20V012000(fuel system). The cause of the failure was not*  
26 *yet determined. The dealer ... [a]nd the manufacturer were notified*  
27 *of the failure. The failure mileage was 30,078<sup>83</sup>*

28 187. On July 2, 2020, a consumer with a 2019 Toyota Highlander filed the  
following complaint with NHTSA:

TI\* the contact owns a 2019 Toyota Highlander. The contact received  
notification of NHTSA campaign number: 20v012000 (fuel system,  
gasoline) ... An unknown dealer was contacted and confirmed that  
parts were available. The manufacturer was made aware of the issue.

<sup>82</sup> NHTSA ID No. 11394766.

<sup>83</sup> NHTSA Complaint ID No. 11342099 (emphasis added).



1 The contact had experienced a failure. VIN tool confirms parts were  
2 available. \*bf

3 *Consumer stated fuel pump was replaced but the jarring of the*  
4 *vehicle happened 2 more times.\*jb<sup>84</sup>*

5 188. On July 20, 2020, a consumer with a 2018 Toyota Camry filed the  
6 following complaint with NHTSA:

7 Tl\* the contact owns a 2018 Toyota Camry. *The contact stated that*  
8 *the vehicle was serviced under NHTSA campaign number:*  
9 *20v012000 (fuel system, gasoline) .... After retrieving the vehicle,*  
10 *the contact stated that there was an abnormal fuel odor coming*  
11 *from the rear of the vehicle.* The same dealer was contacted and  
informed of the issue. The contact was referred to the manufacturer  
to file a complaint. The manufacturer was informed of the failure and  
a case was filed. The failure mileage was approximately 8,000.<sup>85</sup>

12 189. On August 24, 2020, a consumer with a 2018 Toyota Corolla filed  
13 the following complaint with NHTSA:

14 TL the contact owns a 2018 Toyota Corolla. The contact received  
15 notification of NHTSA campaign numbers: 20V024000 (air bags)  
16 and 20V012000 (fuel system, gasoline). *The vehicle was taken to the*  
17 *Toyota of Bowie dealer located at 16700 governor bridge rd, bowie,*  
18 *md 20716, where the recalls were repaired. The contact stated after*  
19 *the repairs, she started feeling dizzy and nauseated, having*  
20 *migraine headaches.* The dealer was called back and the technician  
was unable to detect the cause of the issue. The contact purchased an  
air quality detector and detected a VOC (volatile organic compound)  
of.975mg (within 15 minutes of running the vehicle) which was over  
EPA recommendation. The manufacturer was made aware of the  
failure and was told that someone would call back. The contact was  
not called back. The vehicle was not repaired. The failure mileage  
was approximately 60,000.<sup>86</sup>

21 190. On September 8, 2020, a consumer with a 2019 Toyota Highlander  
22 filed the following complaint with NHTSA:

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84 NHTSA Complaint ID No. 11337213 (emphasis added).  
27 85 NHTSA Complaint ID No. 11340410 (emphasis added).  
28 86 NHTSA Complaint ID No. 11351018 (emphasis added).

1 Gas spilling after fuel pump recall\*\*\*

2 Ever since fuel pump recall was done on 08/15/2020, the car is  
3 leaving me in a dangerous situation when I fill my gas tank in the gas  
4 station and it's spilling out gas even after the pump nozzle cuts off.  
5 This happened twice ( actually 3 times) ***and started only after this  
6 recall was done.***

7 Last night (9/6/2020) when I was filling gas in a gas station about 50  
8 miles from home, it did sprayout/spilled a large amount of gas (   
9 almost half gallon ) into the ground leaving me in an extremely  
10 dangerous situation. So I drove back to where I live and went into a  
11 Sonoco to confirm the issue. This time the gas got spilled even after  
12 the pump nozzle cut off and stopped pumping. Almost a quarter  
13 gallon gas spilled out.

14 When it happened for the first time on August 24th (08/24/2020)  
15 ***when I filled the gas for the first time after this recall I didn't quite  
16 realize what was going on and for sure it was my car. After filling  
17 the gas tank in the gas station I felt my shoes were sleepy and I  
18 could feel gas on the ground. Next day morning I started smelling  
19 gas and went to see the back of the car and I could see some drops.  
20 Apparently that was liquid gas dropping off being the tank still  
21 full.***<sup>87</sup>

22 191. These complaints filed with NHTSA are mere examples of the vast  
23 number of consumers experiencing the Fuel Pump Defect and left without an  
24 adequate recall remedy.

25 192. Therefore, Mazda's Recall is inadequate and unconscionable. Mazda  
26 failed to promptly alert Class Members to the admittedly dangerous Fuel Pump  
27 Defect and provide them with a safe alternative, which inevitably will lead to more  
28 Fuel Pump failures, and possibly injury or death. Mazda failed to adequately  
diagnose and repair the Fuel Pump Defect, which inevitably will lead to more Fuel  
Pump failures, and possibly injury or death. Egregiously, Mazda's Recall is not  
only an inadequate remedy for the Fuel Pump Defect, it carries a substantial risk  
of causing *additional* damage to the fuel pump module and the Vehicle. Moreover,

<sup>87</sup> NHTSA Complaint ID No. 11353590 (emphasis added).

1 both Recalls are also inadequate in scope, older and newer models equipped with  
2 the same defective Fuel Pump.

3 193. Mazda's actions are deceitful, unconscionable, and expose Class  
4 Members to injury and death. In addition to these dangers, Mazda's actions have  
5 deprived purchasers and lessees of the Class Vehicles of the benefit of their  
6 bargain.

7 194. Moreover, even though Denso's Recall is broader than Mazda's, it  
8 too fails to include all defective low-pressure Fuel Pumps. Denso states the  
9 affected population of Fuel Pumps was manufactured between September 1, 2017  
10 and October 6, 2018. However, reports of faulty Fuel Pumps and problems  
11 associated with inoperative Fuel Pumps, such as vehicles stalling while driving,  
12 have been made by owners and lessees to NHTSA dating back to 2015, or earlier.  
13 Additionally, at least one other manufacturer that uses Denso's Fuel Pumps has  
14 recalled vehicles made as early as 2013 for the same Fuel Pump Defect involving  
15 Denso low pressure Fuel Pumps that were made with a lower density. Denso's  
16 failure to timely, reasonably, and adequately identify the scope of the affected Fuel  
17 Pumps is unfair and unconscionable and exposes Plaintiffs and Class Members to  
18 extreme injury or even death.

19 **G. APPLICABLE WARRANTIES**

20 195. Mazda sold and leased the Class Vehicles with written express  
21 warranties.

22 196. Mazda offered a written express basic warranty covering Mazda  
23 brand vehicles for 36 months or 36,000 miles covering all components (except  
24 normal wear and tear).<sup>88</sup> Mazda also offered a 60 month or 60,000-mile powertrain  
25 warranty, which covers the Fuel Pump.<sup>89</sup>

26  
27 <sup>88</sup> <https://www.mazdausa.com/owners/warranty> (last visited November 15, 2021).

28 <sup>89</sup> *Id.*

1 197. Mazda provides these warranties to buyers and lessees after the  
2 purchase/lease of the Class Vehicles is completed; buyers and lessees have no pre-  
3 sale/lease knowledge or ability to bargain as to the terms of the warranties.

4 198. However, Mazda admitted a breach of these warranties in the Recall  
5 Report when it reported it did not have a repair or remedy for the defective Fuel  
6 Pump. Class Members complained to dealers about the Fuel Pump Defect but did  
7 not receive an adequate repair, breaching the express and implied warranties  
8 provided by Mazda.

9 **H. MAZDA HAD NOTICE OF THE DEFECT THROUGHOUT**  
10 **THE RELEVANT PERIOD**

11 199. As alleged herein, the Fuel Pump Defect is a serious safety defect that  
12 Mazda has failed to repair, thus rendering the satisfaction of notice requirement  
13 futile. For example, several Plaintiffs have presented their vehicle for repair or  
14 inquired into the Recall repair only to be turned away and left waiting.

15 200. In addition to other forms of notice alleged herein, Mazda has notice  
16 of the Fuel Pump Defect by way of the numerous complaints filed against it  
17 directly and through its dealers, as well as complaints submitted to NHTSA and  
18 other fora, which, upon information and belief, it monitors. Mazda also has notice  
19 of the Fuel Pump Defect from the thousands of warranty claims it admitted to  
20 receiving in relation to the Fuel Pump Defect.

21 201. Moreover, as alleged in more detail herein, Mazda had notice when  
22 Plaintiffs presented their vehicles to Mazda for repair but were subsequently  
23 denied.

24 202. Finally, considering the allegations Plaintiffs set forth herein and  
25 Mazda's inability to remedy the Fuel Pump Defect, the remedies available under  
26 any informal settlement procedure would be inadequate, and any requirement that  
27 Plaintiffs and the Class Members resort to an informal dispute resolution  
28 procedure and/or afford Mazda a reasonable opportunity to cure its breach of

1 warranties (when it is currently unable to do so) is excused and thus deemed  
2 satisfied.

3 **V. FRAUDULENT OMISSION/CONCEALMENT ALLEGATIONS**

4 203. Absent discovery, Plaintiff is unaware of, and unable through  
5 reasonable investigation to obtain, the true names and identities of those  
6 individuals at Mazda and Denso responsible for making false and misleading  
7 statements regarding the Class Vehicles. Mazda and Denso necessarily are in  
8 possession of all of this information. Plaintiffs' claims arise out of Defendants'  
9 fraudulent omission/concealment of the Fuel Pump Defect, despite their  
10 representations about the quality, safety, and comfort of the Class Vehicles.

11 204. Plaintiffs allege that at all relevant times, including specifically at the  
12 time they and Class Members purchased their Class Vehicle, Defendants knew, or  
13 were reckless in not knowing, of the Fuel Pump Defect; Defendants had a duty to  
14 disclose the Fuel Pump Defect based upon their exclusive knowledge; and  
15 Defendants never disclosed the Fuel Pump Defect to Plaintiffs or the public at any  
16 time or place in any manner other than a halfhearted, inadequate recall of a subset  
17 of the Class Vehicles.

18 205. Plaintiffs make the following specific concealment/omission-based  
19 allegations with as much specificity as possible absent access to the information  
20 necessarily available only to Defendants:

- 21 a. **Who:** Defendants actively concealed and omitted the  
22 Fuel Pump Defect from Plaintiffs and Class Members  
23 while simultaneously touting the safety and  
24 dependability of the Class Vehicles, as alleged herein.  
25 Plaintiffs are unaware of, and therefore unable to  
26 identify, the true names and identities of those specific  
27 individuals at Defendants responsible for such decisions.  
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- b. **What:** Defendants knew, or were reckless or negligent in not knowing, that the Class Vehicles contain the Fuel Pump Defect, as alleged herein. Defendants concealed and omitted the Fuel Pump Defect while making representations about the safety, dependability, and other attributes of the Class Vehicles, as alleged herein.
- c. **When:** Defendants concealed and omitted material information regarding the Fuel Pump Defect at all times while making representations about the safety and dependability of the Class Vehicles on an ongoing basis, and continuing to this day, as alleged herein. Defendants still have not disclosed the truth about the full scope of the Fuel Pump Defect in the Class Vehicles to anyone outside of their respective entities. Defendants have never taken any action to inform consumers about the true nature of the Fuel Pump Defect in Class Vehicles. And when consumers brought their vehicles to Mazda complaining of the Fuel Pump failures, Mazda denied any knowledge of or repair for the Fuel Pump Defect.
- d. **Where:** Defendants concealed and omitted material information regarding the true nature of the Fuel Pump Defect in every communication they had with Plaintiffs and Class Members and made representations about the quality, safety, and comfort of the Class Vehicles. Plaintiffs are aware of no document, communication, or other place or thing, in which Defendants disclosed the truth about the full scope of the Fuel Pump Defect in the Class Vehicles to anyone outside of their respective



1 entities. Such information is not adequately disclosed in  
2 any sales documents, displays, advertisements,  
3 warranties, owner's manuals, or on Defendants'  
4 websites. There are channels through which Defendants  
5 could have disclosed the Fuel Pump Defect, including  
6 but not limited to, (1) point of sale communications; (2)  
7 the owner's manual; and/or (3) direct communication to  
8 Class Members through means such as state vehicle  
9 registry lists.

10 e. **How:** Defendants concealed and omitted the Fuel Pump  
11 Defect from Plaintiffs and Class Members and made  
12 representations about the quality, safety, dependability,  
13 and comfort of the Class Vehicles. Defendants actively  
14 concealed and omitted the truth about the existence,  
15 scope, and nature of the Fuel Pump Defect from  
16 Plaintiffs and Class Members at all times, even though  
17 it knew about the Fuel Pump Defect and knew that  
18 information about the Fuel Pump Defect would be  
19 important to a reasonable consumer, and Defendants  
20 promised in its marketing materials that Class Vehicles  
21 have qualities that they do not have.

22 f. **Why:** Defendants actively concealed and omitted  
23 material information about the Fuel Pump Defect in the  
24 Class Vehicles for the purpose of inducing Plaintiffs and  
25 Class Members to purchase and/or lease Class Vehicles,  
26 rather than purchasing or leasing competitors' vehicles,  
27 and made representations about the quality, safety,  
28 durability, and comfort of the Class Vehicles. Had

1 Defendants disclosed the truth, for example in its  
2 advertisements or other materials or communications,  
3 Plaintiffs and Class Members (all reasonable  
4 consumers) would have been aware of it, and would not  
5 have bought or leased the Class Vehicles or would not  
6 have paid as much for them.

## 7 **VI. TOLLING OF STATUTE OF LIMITATIONS**

### 8 **A. Continuing Tolling Act**

9 206. Beginning in 2013, Mazda continuously marketed and sold Class  
10 Vehicles with the defective Fuel Pumps to unsuspecting customers. Mazda  
11 continuously represented the Class Vehicles as safe and dependable despite their  
12 propensity to lose fuel pressure, hesitate under acceleration and/or experience  
13 engine shutdown. Denso, the manufacturer of the defective Fuel Pumps,  
14 continuously marketed and sold the Fuel Pumps as safe and dependable despite  
15 knowing their impellers could deform due to excessive fuel absorption. By making  
16 these false representations, and failing to disclose the existence of the Fuel Pump  
17 Defect in the Class Vehicles and thereby exposing occupants to risk of injury and  
18 death, Defendants engaged in a continuing wrong sufficient to render inapplicable  
19 any statute of limitations that Mazda might seek to apply.

20 207. Pursuant to the TREAD Act, 49 U.S.C. § 30118, automobile  
21 manufacturers are required to report information regarding customer complaints  
22 and warranty claims to NHTSA, and federal law imposes criminal penalties  
23 against manufacturers who fail to disclose known safety defects. Mazda owed a  
24 continuing duty to Plaintiffs and Class Members to disclose to any risks to life and  
25 limb that its products pose. It continually breached that duty.

26 208. Mazda breached its duties to consumers by knowingly selling Class  
27 Vehicles with the defective Fuel Pumps on an ongoing basis.  
28

1           209. Mazda's knowledge of the Fuel Pump Defect is evidenced by  
2 numerous NHTSA complaints by consumers, many of whom reported contacting  
3 Mazda directly about the defective Fuel Pump. Other NHTSA complainants  
4 reported taking their vehicles to Mazda's dealers, who are agents of Mazda and,  
5 on information and belief, report consumer complaints back to Mazda.

6           210. Thus, Defendants had continuing knowledge of the Fuel Pump Defect  
7 and the dangers it posed, yet continued to market and sell their products. Plaintiffs'  
8 and other Class Members' claims are not time barred.

9           **B. Fraudulent Concealment Tolling**

10           211. Mazda had a duty to disclose to Plaintiffs and the Class Members the  
11 true quality and nature of the Class Vehicles, that the Class Vehicles had a uniform  
12 defect; and that the Fuel Pump Defect requires repairs, poses a safety risk, and  
13 reduces the intrinsic and resale value of the affected vehicles.

14           212. This duty arose, *inter alia*, under the TREAD Act, 49 U.S.C. § 30118.

15           213. Denso also had a duty to disclose to Plaintiffs and the Class Members  
16 the true quality and nature of the Fuel Pumps, that the Fuel Pumps in the Class  
17 Vehicles are defective, and that the Fuel Pump Defect poses a safety risk.

18           214. Mazda knew, or was reckless or negligent in not knowing, that the  
19 Class Vehicles contain the Fuel Pump Defect, as alleged herein. Mazda concealed  
20 and omitted the Fuel Pump Defect while making representations about the safety,  
21 dependability, and other attributes of the Class Vehicles, as alleged herein.

22           215. Defendants knew, or were reckless or negligent in not knowing, that  
23 the Class Vehicles contain the Fuel Pump Defect, as alleged herein.

24           216. Defendants together concealed and omitted to disclose the Fuel Pump  
25 Defect while making representations about the safety, dependability, and other  
26 attributes of the Class Vehicles, as alleged herein.

27

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1           217. Despite their knowledge of the Fuel Pump Defect, Defendants failed  
2 to disclose and concealed this material information from Plaintiffs and other Class  
3 Members, and instead continued to market the Class Vehicles as safe and durable.

4           218. The purpose of Defendants’ concealment of the Defective Fuel Pump  
5 was to prevent Plaintiffs and other Class Members from seeking redress.

6           219. Plaintiffs and the other Class Members justifiably relied on  
7 Defendants to disclose the existence of dangerous defects, including the Fuel  
8 Pump Defect, in the Class Vehicles that they purchased or leased, because that  
9 defect was not discoverable by Plaintiffs and the other Class Members through  
10 reasonable efforts.

11           220. Any applicable statute of limitations has been tolled by Defendants’  
12 knowledge, active concealment, and denial of the facts alleged herein, which  
13 behavior was ongoing.

14           **C. Discovery Rule Tolling**

15           221. Through the exercise of reasonable diligence, Plaintiffs and other  
16 Class Members could not have discovered prior to Denso’s Recall on April 27,  
17 2020 and Mazda’s May 28, 2020 Recall that Defendants were concealing and  
18 misrepresenting the existence of the Fuel Pump Defect, which is installed in the  
19 Class Vehicles, and the risks it posed.

20           222. Plaintiffs and the other Class Members could not have reasonably  
21 discovered, and could not have known of facts that would have caused a reasonable  
22 person to suspect, that Defendants failed to disclose material information within  
23 their knowledge about a dangerous defect to consumers worldwide.

24           **VII. CLASS ACTION ALLEGATIONS**

25           223. Plaintiffs bring this action pursuant to Rules 23(a), 23(b)(2), and  
26 23(b)(3) of the Federal Rules of Civil Procedure on behalf of themselves and all  
27 others similarly situated.

28           224. Plaintiffs seek to represent a class (“Nationwide Class”) defined as:

1 All current and former owners or lessees of a Class Vehicle (as  
2 defined herein) that was purchased or leased in the fifty States, the  
3 District of Columbia, Puerto Rico, and all other United States  
territories and/or possessions.

4 225. In addition, and in the alternative to the above, Plaintiffs seek to  
5 represent individual Statewide classes.

6 226. Plaintiff Vance seeks to represent an Alabama statewide class (the  
7 “Alabama Class”) defined as follows:

8 All current and former owners and lessees of a Class Vehicle (as  
9 defined herein) that was purchased or leased in the State of Alabama.

10 227. Plaintiff Haines seeks to represent a California statewide class (the  
11 “California Class”) defined as follows:

12 All current and former owners and lessees of a Class Vehicle (as  
13 defined herein) that was purchased or leased in the State of California.

14 228. Excluded from the Statewide Classes and Nationwide Classes  
15 (together, “Classes”) are Defendants and any of their members, affiliates, parents,  
16 subsidiaries, officers, directors, employees, successors, or assigns; the judicial  
17 officers, and their immediate family members; and Court staff assigned to this  
18 case. Plaintiffs reserve the right to modify or amend definitions of the Classes,  
19 and to add additional classes and sub-classes, as appropriate, during the course of  
20 this litigation.

21 229. This action has been brought and may properly be maintained on  
22 behalf of the Classes proposed herein under the criteria of Rule 23 of the Federal  
23 Rules of Civil Procedure.

24 230. **Numerosity – Federal Rule of Civil Procedure 23(a)(1).** The  
25 members of the Classes are so numerous and geographically dispersed that  
26 individual joinder of all Class Members is impracticable. While Plaintiffs are  
27 informed and believe that there are not less than at least approximately 200,000  
28 members of the Classes, the precise number of Class Vehicles is unknown to

1 Plaintiffs but may be ascertained from Mazda’s books and records. Nationwide,  
2 Multi-State and Statewide Class Members may be notified of the pendency of this  
3 action by recognized, Court-approved notice dissemination methods, which may  
4 include U.S. mail, electronic mail, Internet postings, and/or published notice.

5 **231. Commonality and Predominance – Federal Rules of Civil**  
6 **Procedure 23(a)(2) and 23(b)(3).** This action involves common questions of law  
7 and fact, which predominate over any questions affecting individual members of  
8 the Classes, including, without limitation:

- 9 a. whether Defendants engaged in the conduct alleged  
10 herein;
- 11 b. whether Defendants’ alleged conduct violates applicable  
12 law;
- 13 c. whether Defendants designed, manufactured,  
14 advertised, marketed, distributed, leased, sold, or  
15 otherwise placed the Class Vehicles into the stream of  
16 commerce in the United States;
- 17 d. whether Defendants made false or misleading  
18 statements about the quality, safety and characteristics  
19 of the Class Vehicles and/or the Fuel Pumps;
- 20 e. whether the Class Vehicles contain the Fuel Pump  
21 Defect;
- 22 f. whether Defendants had actual or implied knowledge  
23 about the Fuel Pump Defect;
- 24 g. whether Defendants failed to disclose the Fuel Pump  
25 Defect to Plaintiffs and the other members of the  
26 Classes;
- 27 h. whether Defendants’ omissions and concealment  
28 regarding the quality, safety and characteristics of the



1 Class Vehicles and/or the Fuel Pumps were likely to  
2 deceive members of the Multi-State Consumer and  
3 Statewide Classes in violation of the state consumer  
4 protection statutes alleged herein;

5 i. whether Mazda breached its express warranties with  
6 respect to the Class Vehicles;

7 j. whether Mazda breached its implied warranties with  
8 respect to the Class Vehicles;

9 k. whether the members of the Classes overpaid for their  
10 Class Vehicles as a result of the defect alleged herein;

11 l. whether the members of the Classes are entitled to  
12 damages, restitution, disgorgement, statutory damages,  
13 exemplary damages, equitable relief, and/or other relief;  
14 and

15 m. the amount and nature of relief to be awarded to  
16 Plaintiffs and the other members of the Classes.

17 **232. Typicality – Federal Rule of Civil Procedure 23(a)(3).** Plaintiff’s  
18 claims are typical of the claims of the other members of the Classes because  
19 Plaintiffs and the members of the Classes purchased or leased Class Vehicles that  
20 contain defective Fuel Pumps, as described herein. Neither Plaintiffs nor the other  
21 members of the Classes would have purchased the Class Vehicles, or would not  
22 have paid as much as they did for the Class Vehicles, had they known of the Fuel  
23 Pump Defect. Plaintiffs and the other members of the Classes suffered damages  
24 as a direct proximate result of the same wrongful practices in which Defendants  
25 engaged. Plaintiffs’ claims arise from the same practices and course of conduct  
26 that give rise to the claims of the other members of the Classes.

27 **233. Adequacy of Representation – Federal Rule of Civil Procedure**  
28 **23(a)(4).** Plaintiffs are adequate Class representative because their interests do not

1 conflict with the interests of the other members of the Classes that they seek to  
2 represent. Plaintiffs have retained counsel competent and experienced in complex  
3 class action litigation, including automotive litigation, and Plaintiffs intend to  
4 prosecute this action vigorously. The interests of the members of the Classes will  
5 be fairly and adequately protected by Plaintiffs and their counsel.

6       **234. Declaratory and Injunctive Relief – Federal Rule of Civil**  
7 **Procedure 23(b)(2).** Defendants have acted or refused to act on grounds generally  
8 applicable to Plaintiffs and the other members of the Classes, thereby making  
9 appropriate final injunctive relief and declaratory relief, as described below, with  
10 respect to the Nationwide, Multi-State and Statewide Class Members as a whole.

11       **235. Superiority – Federal Rule of Civil Procedure 23(b)(3).** A class  
12 action is superior to any other available means for the fair and efficient  
13 adjudication of this controversy, and no unusual difficulties are likely to be  
14 encountered in the management of this class action. The damages or other  
15 financial detriment suffered by Plaintiffs and the others members of the Classes  
16 are relatively small compared to the burden and expense that would be required to  
17 individually litigate their claims against Defendants, so it would be impracticable  
18 for the other members of the Classes to individually seek redress for Defendants’  
19 wrongful conduct. Even if these Class Members could afford individual litigation,  
20 the court system could not. Individual litigation creates a potential for inconsistent  
21 or contradictory judgments, and increases the delay and expense to all parties and  
22 the court system. By contrast, the class action device, as intended by Congress,  
23 presents far fewer management difficulties, and provides the benefits of single  
24 adjudication, economy of scale, and comprehensive supervision by a single court.

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1 **VIII. CLAIMS FOR RELIEF**

2 **A. Claims Brought on Behalf of Alabama Class**

3 **COUNT I**

4 **STRICT PRODUCT LIABILITY**  
5 (Individually and on behalf of the Statewide Class)  
6 (As to all Defendants)

7 236. Plaintiff Vance (“Plaintiff” for purposes of this Count) incorporates  
8 by reference each allegation as if fully set forth herein.

9 237. Plaintiff brings this claim individually and on behalf of other  
10 members of the Alabama Class (the “Class,” for purposes of this Count).

11 238. Defendants are strictly liable for designing, engineering, testing,  
12 validating, manufacturing, and placing in the stream of commerce an unreasonably  
13 dangerous Fuel Pump.

14 239. Defendants designed, engineered, tested, validated, manufactured,  
15 and placed in the stream of commerce the unreasonable dangerous Fuel Pump.

16 240. The Class Vehicles and Fuel Pumps are being used in an intended  
17 and/or foreseeable manner. Plaintiff and Class Members have not misused or  
18 materially altered the Class Vehicles or Fuel Pumps. The Class Vehicles and Fuel  
19 Pumps are in the same or substantially similar condition as they were at the time  
20 of purchase/lease.

21 241. The Class Vehicles and Fuel Pumps are unreasonably dangerous and  
22 defective because they were designed, engineered, tested, validated,  
23 manufactured, and placed in the stream of commerce with the Fuel Pump Defect  
24 that can cause Class Vehicles to suddenly and unexpectedly stall or lose engine  
25 power.

26 242. The Fuel Pump Defect causes an unreasonably dangerous condition  
27 when Class Vehicles are used for their intended and foreseeable purpose of  
28 providing safe and reliable transportation and places Plaintiff, Class Members, and  
others on the road at an unreasonable and substantial risk for injury or death.



1           252. Mazda breached its express warranty to repair defective parts in the  
2 Class Vehicles. Mazda admittedly has not repaired the Class Vehicles' Fuel Pump  
3 Defect.

4           253. Mazda was provided notice of the Fuel Pump Defect as alleged in  
5 detail herein. Mazda has not remedied its breach.

6           254. Further, Mazda has refused to provide an adequate and timely  
7 warranty repair for the Fuel Pump Defect, thus rendering the satisfaction of any  
8 notice requirement futile. Customers that have presented their vehicles for  
9 warranty repair due to Fuel Pump failure have been denied adequate repairs.

10           255. The written express warranties fail in their essential purpose because  
11 the contractual remedy is insufficient to make Plaintiff and the other Class  
12 Members whole and because Mazda has failed and/or has refused to adequately  
13 provide the promised remedies within a reasonable time.

14           256. Accordingly, recovery by Plaintiff and the other Class Members is  
15 not limited to the limited remedy of repair, and Plaintiffs, individually and on  
16 behalf of the other Class Members, seeks all remedies as allowed by law.

17           257. Also, as alleged in more detail herein, at the time that Mazda  
18 warranted and sold the Class Vehicles it knew that the Class Vehicles did not  
19 conform to the warranty and were inherently defective, and Mazda improperly  
20 concealed material facts regarding its Class Vehicles. Plaintiff and the other Class  
21 Members were therefore induced to purchase or lease the Mazda Vehicles under  
22 false pretenses.

23           258. As a direct and proximate result of Mazda's breach of its express  
24 warranty, Plaintiff and the other Class Members have been damaged in an amount  
25 to be determined at trial.

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**COUNT III**

**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

**ALA. CODE §§ 7-2-314 AND 7-2A-314**

(Individually and on behalf of the Statewide Class)

(As to Mazda)

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259. Plaintiff Vance (“Plaintiff” for purposes of this Count) incorporates by reference each allegation as if fully set forth herein.

260. Plaintiff brings this claim individually and on behalf of other members of the Alabama Class (the “Class,” for purposes of this Count).

261. Mazda is a merchant with respect to motor vehicles under Ala. Code §§ 7-2-104 and 7-2A-103.

262. Pursuant to Ala. Code §§ 7-2-314 and 7-2A-212, a warranty that the Class Vehicles were in merchantable condition was implied by law, and the Class Vehicles were bought and sold subject to an implied warranty of merchantability.

263. The Class Vehicles do not comply with the implied warranty of merchantability because, at the time of sale and at all times thereafter, they were defective and not in merchantable condition, would not pass without objection in the trade, and were not fit for the ordinary purpose for which vehicles were used. Specifically, the Class Vehicles suffer from the Fuel Pump Defect which causes the Class Vehicles’ Fuel Pump to prematurely fail.

264. Mazda was provided notice of the Fuel Pump Defect as alleged in detail herein. Mazda has not remedied its breach.

265. Further, Mazda has refused to provide an adequate and timely warranty repair for the Fuel Pump Defect, thus rendering the satisfaction of any notice requirement futile. As stated above, customers that have presented their vehicles for warranty repair due to Fuel Pump failure have been denied adequate repair.

266. Plaintiff and the other Class Members suffered injuries due to the defective nature of the Class Vehicles and Mazda’s breach of the warranty of



1 merchantability.

2 267. As a direct and proximate result of Mazda’s breach of the warranty  
3 of merchantability, Plaintiffs and the other Class Members have been damaged in  
4 an amount to be proven at trial.

5 **COUNT IV**

6 **NEGLIGENT RECALL/UNDERTAKING**  
7 (Individually and on behalf of the Statewide Class)  
8 (As to Mazda)

9 268. Plaintiff Vance (“Plaintiff” for purposes of this Count) incorporates  
10 by reference each allegation as if fully set forth herein.

11 269. Plaintiff brings this claim individually and on behalf of other  
12 members of the Alabama Class (the “Class,” for purposes of this Count).

13 270. Prior to the events that made the basis of this action, Mazda designed,  
14 engineered, tested, validated, manufactured, marketed, and placed the Class  
15 Vehicles in the stream of commerce.

16 271. On November 12, 2021, Mazda initiated a voluntary recall of the  
17 Recalled Vehicles. Mazda’s recall was voluntary and not initiated by NHTSA.

18 272. Mazda owed a duty to use reasonable care to Plaintiffs and Class  
19 Members based on its undertaking of the Recall.

20 273. As described above, among other things, Mazda breached its duty by  
21 conducting the Recall negligently and/or wantonly by, among other things, failing  
22 to adequately diagnose and remedy the Fuel Pump Defect and notify Plaintiffs and  
23 the Class to stop driving their Class Vehicles. Mazda’s failure to do so continues  
24 to expose Plaintiff and the Class to the risk of injury and death.

25 274. For the reasons set for the above, Mazda knew, or should have known  
26 through the exercise of ordinary care, the Recall was not being performed in a  
27 reasonable manner.

28 275. The Fuel Pump Defect damages property other than the Fuel Pump.

276. As a direct and proximate result, Plaintiff and the other Class

1 Members have been and continue to be damaged in an amount to be determined at  
2 trial.

3 **COUNT V**

4 **FRAUDULENT OMISSION**  
5 (Individually and on behalf of the Statewide Class)  
6 (As to all Defendants)

7 277. Plaintiff Vance (“Plaintiff” for purposes of this Count) incorporates  
8 by reference each allegation as if fully set forth herein.

9 278. Plaintiff brings this claim individually and on behalf of other  
10 members of the Alabama Class (the “Class,” for purposes of this Count).

11 279. Defendants were aware of the Fuel Pump Defect within the Class  
12 Vehicles when they marketed and sold the Class Vehicles to Plaintiff and the other  
13 members of the Class.

14 280. Having been aware of the Fuel Pump Defect within the Class  
15 Vehicles, and having known that Plaintiff and the other members of the Class  
16 could not have reasonably been expected to know of the Fuel Pump Defect,  
17 Defendants had a duty to disclose the defect to Plaintiff and the other members of  
18 the Class in connection with the sale or lease of the Class Vehicles.

19 281. Defendants did not disclose the Fuel Pump Defect to Plaintiffs and  
20 the other members of the Class in connection with the sale of the Class Vehicles.

21 282. For the reasons set forth above, the Fuel Pump Defect within the Class  
22 Vehicles comprises material information with respect to the sale or lease of the  
23 Class Vehicles.

24 283. In purchasing the Class Vehicles, Plaintiff and the other members of  
25 the Class reasonably relied on Defendants to disclose known material defects with  
26 respect to the Class Vehicles.

27 284. Had Plaintiff and the other members of the Class known of the Fuel  
28 Pump Defect within the Class Vehicles, they would have not have purchased the  
Class Vehicles or would have paid less for the Class Vehicles.

1 285. Through its omissions regarding the Fuel Pump Defect within the  
2 Class Vehicles, Defendants intended to induce, and did induce, Plaintiff and the  
3 other members of the Class to purchase a Class Vehicle that they otherwise would  
4 not have purchased, or pay more for a Class Vehicle than they otherwise would  
5 have paid.

6 286. As a direct and proximate result of Defendants’ omissions, Plaintiffs  
7 and the other members of the Class either overpaid for the Class Vehicles or would  
8 not have purchased the Class Vehicles at all if the Fuel Pump Defect had been  
9 disclosed to them, and, therefore, have incurred damages in an amount to be  
10 determined at trial.

11 **B. Claims on Behalf of the California Class**

12 **COUNT VI**

13 **VIOLATION OF THE CONSUMERS LEGAL REMEDIES ACT,**  
14 **CAL. CIV. CODE §§ 1750, ET SEQ.**

15 (Individually and on behalf of the Statewide Class)  
16 (As to all Defendants)

17 287. Plaintiff Haines (“Plaintiff” for purposes of this Count) incorporates  
18 by reference the allegations set forth in the preceding paragraphs as though fully  
19 set forth herein.

20 288. Plaintiff brings this cause of action on behalf of himself and on behalf  
21 the California Class (“Class” for purposes of this Count).

22 289. Defendants are “persons” as defined by California Civil Code §  
23 1761(c).

24 290. Plaintiff and the California Class Members are “consumers” within  
25 the meaning of California Civil Code § 1761(d) because they purchased Class  
26 Vehicles for personal, family, or household use.

27 291. The sale of the Class Vehicles to Plaintiff and the putative Class  
28 Members is a “transaction” as defined by California Civil Code § 1761(e).

29 292. Defendants’ acts and practices, which were intended to result, and

1 which did result, in the sale of the Class Vehicles, violate § 1770 of the Consumers  
2 Legal Remedies Act (“CLRA”) for at least the following reasons:

3 293. Defendants represented that the Class Vehicles have characteristics,  
4 uses or benefits which they do not have;

5 294. Defendants advertised their goods with intent to not sell them as  
6 advertised;

7 295. Defendants represented that their products are of a particular  
8 standard, quality, or grade when they are not; and

9 296. Defendants represented that their goods have been supplied in  
10 accordance with a previous representation when they have not.

11 297. By failing to disclose and concealing the defective nature of the Class  
12 Vehicles from Plaintiff and the prospective Class Members, Defendants violated  
13 California Civil Code § 1761(a), as they represented that the Class Vehicles had  
14 characteristics and benefits that they do not have, and represented that the Class  
15 Vehicles and their engine components were of a particular standard, quality, or  
16 grade when they were of another. *See* Cal. Civ. Code §§ 1770(a)(5), (7), (9), and  
17 (16).

18 298. Defendants’ unfair and deceptive acts or practices occurred  
19 repeatedly in Defendants’ trade or business, were capable of deceiving a  
20 substantial portion of the purchasing public and imposed a serious safety risk on  
21 the public.

22 299. Defendants knew that the Class Vehicles suffered from an inherent  
23 defect, were defectively designed or manufactured, and were not suitable for their  
24 intended use. The Fuel Pump Defect is in each of the Class Vehicles at purchase  
25 or lease but may have not been discovered by putative Class Members until  
26 months, or years, after the purchase. Indeed, Defendants knew, or should have  
27 known, well in advance of the Recall that the Class Vehicles contained the Fuel  
28 Pump Defect which presents a substantial danger of bodily injury or death.

1           300. As a result of their reliance on Defendants’ omissions and/or  
2 misrepresentations, owners and/or lessees of the Class Vehicles suffered an  
3 ascertainable loss of money, property, and/or value of their Class Vehicles.  
4 Additionally, as a result of the Fuel Pump Defect, Plaintiff and the California Class  
5 Members were harmed and suffered actual damages in that the Class Vehicles are  
6 substantially certain to fail before their expected useful life has run.

7           301. Defendants were under a duty to Plaintiff and the California Class  
8 Members to disclose the defective nature of the Class Vehicles and/or associated  
9 repair costs because Defendants were in a superior position to know the true state  
10 of facts about the Fuel Pump Defect in the Class Vehicles and Plaintiff and  
11 California Class Members could not reasonably have been expected to learn or  
12 discover that their vehicles had a dangerous safety defect until it manifested.

13           302. In failing to disclose the defective nature of the Class Vehicles prior  
14 to January 2019, Defendants knowingly and intentionally concealed material facts  
15 and breached their duty not to do so.

16           303. A reasonable consumer would have considered the facts Defendants  
17 concealed or did not disclose to Plaintiff and the California Class Members to be  
18 material in deciding whether to purchase or lease the Class Vehicles or pay less  
19 for them. Had Plaintiff and the California Class Members known of the defective  
20 nature of the Class Vehicles, they would not have purchased or leased said vehicles  
21 or would have paid less for them.

22           304. Plaintiff and the California Class Members are reasonable consumers  
23 who do not expect their vehicles to suddenly accelerate, decelerate, or stall without  
24 warning and while underway. This is the reasonable and objective consumer  
25 expectation relating to consumer automobiles.

26           305. As a result of Defendants’ knowing and intentional concealment of  
27 the Fuel Pump Defect, Plaintiff and the California Class Members were harmed  
28 and suffered actual damages in that the Class Vehicles experienced and will

1 continue to experience the Fuel Pump Defect and the resultant effects therefrom.

2 306. As a direct and proximate result of Defendants’ unfair or deceptive  
3 acts or practices, Plaintiff and California Class Members suffered and will  
4 continue to suffer actual damages. Had Defendants disclosed the true nature and/or  
5 danger in their vehicles, Plaintiff and members of the California Class would not  
6 have been misled into purchasing the Class Vehicles or would have paid  
7 significantly less for them.

8 307. Plaintiff, on behalf of herself and all other similarly situated  
9 California consumers, and as appropriate, on behalf of the general public of the  
10 State of California, seek injunctive relief prohibiting Defendants from continuing  
11 these unlawful practices pursuant to California Civil Code § 1782(a)(2), and such  
12 other equitable relief, including restitution of either (1) the full purchase or lease  
13 price paid by customers who purchased a Class Vehicle, or (2) a portion of the  
14 purchase or lease price paid by customers who purchased or leased a Class Vehicle  
15 reflecting the difference in value as compared to a vehicle without the defect.

16 308. Plaintiff only seeks injunctive relief for purposes of this Court,  
17 therefore notice is not required.

18 **COUNT VII**

19 **STRICT PRODUCT LIABILITY**  
20 (Individually and on Behalf of the Statewide Class)  
(As to all Defendants)

21 309. Plaintiff Haines (“Plaintiff” for purposes of this Count) incorporates  
22 by reference each allegation as if fully set forth herein.

23 310. Plaintiff brings this claim individually and on behalf of other  
24 members of the California Class (the “Class,” for purposes of this Count).

25 311. Defendants are strictly liable for designing, engineering, testing,  
26 validating, manufacturing, and placing in the stream of commerce an unreasonably  
27 dangerous Fuel Pump.

28 312. Defendants designed, engineered, tested, validated, manufactured,



1 and placed in the stream of commerce the unreasonable dangerous Fuel Pump.

2 313. The Class Vehicles and Fuel Pumps are being used in an intended  
3 and/or foreseeable manner. Plaintiff and Class Members have not misused or  
4 materially altered the Class Vehicles or Fuel Pumps. The Class Vehicles and Fuel  
5 Pumps are in the same or substantially similar condition as they were at the time  
6 of purchase/lease.

7 314. The Class Vehicles and Fuel Pumps are unreasonably dangerous and  
8 defective because they were designed, engineered, tested, validated,  
9 manufactured, and placed in the stream of commerce with the Fuel Pump Defect  
10 that can cause Class Vehicles to suddenly and unexpectedly stall or lose engine  
11 power.

12 315. The Fuel Pump Defect causes an unreasonably dangerous condition  
13 when Class Vehicles are used for their intended and foreseeable purpose of  
14 providing safe and reliable transportation and places Plaintiff, Class Members, and  
15 others on the road at an unreasonable and substantial risk for injury or death.

16 316. Defendants were aware of feasible alternative designs which would  
17 minimize or eliminate the Fuel Pump Defect and the risk it poses. Such alternative  
18 designs were known and available when the Class Vehicles and Fuel Pumps were  
19 designed, engineered, tested, validated, manufactured, and placed in the stream of  
20 commerce.

21 317. Defendants failed to design, test, validate, manufacture, and place in  
22 the stream of commerce a Class Vehicle and Fuel Pump that is free from the Fuel  
23 Pump Defect and the unreasonable safety risks it poses.

24 318. The Fuel Pump Defect causes damage to property other than the  
25 product, as explained in more detail above.

26 319. As a direct and proximate result of Defendants' actions as described  
27 herein, Plaintiff and the other Class Members have been damaged in an amount to  
28 be determined at trial.

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**COUNT VIII**  
**VIOLATION OF THE SONG-BEVERLY CONSUMER WARRANTY**  
**ACT**  
**CAL. CIV. CODE §§ 1790, ET SEQ.**  
(Individually and on Behalf of the Statewide Class)  
(As to Mazda)

320. Plaintiff Haines (“Plaintiff” for purposes of this Count) incorporate by reference the allegations set forth in the preceding paragraphs as though fully set forth herein.

321. Plaintiff brings this cause of action on behalf of himself and on behalf of a California Class (“Class” for purposes of this Count).

322. Plaintiff is a buyer as Civil Code section 1791, subdivision (b), defines the term “buyer.”

323. The Class Vehicles are consumer goods, as Civil Code section 1791, subdivision (a), defines the term “consumer good.” The Class Vehicles include new motor vehicles, as Civil Code section 1793.22, subdivision (e)(2), defines the term “new motor vehicle.”

324. Mazda was, at all times relevant hereto, the manufacturer, distributor, warrantor, lessor, and/or seller of the Class Vehicles. Mazda knew or had reason to know of the specific use for which the Class Vehicles were purchased or leased.

325. Plaintiff purchased a Class Vehicle and Mazda provided Plaintiff and California Class Members with a standard express written warranty covering the Class Vehicles.

326. Mazda is unable to conform Class Vehicles to its express warranty as it has no fix for the Fuel Pump Defect. Mazda is only prepared to temporarily replace Plaintiffs’ Class Vehicles with ones of inferior quality he cannot safely operate and that cannot be made to conform to Mazda’s express warranty.

327. Plaintiff and the California Class Members were harmed because they purchased or leased the Class Vehicles and paid the full purchase or lease price of those vehicles but were unable to use such Class Vehicles due to the Fuel Pump

1 Defect. Temporary loaner vehicles to be provided to Plaintiff and California Class  
2 Members are not of the same quality as the Class Vehicles purchased or leased and  
3 Plaintiff and the Class Members suffered substantial economic injury and other  
4 harm as they were deprived of the benefit of the bargain that they struck with  
5 Mazda.

6 328. Mazda's failure to equip the Class Vehicles with an appropriate and  
7 reliable fuel pump, and failure to repair the Fuel Pump Defect such that the Class  
8 Vehicles conform to the express warranty, is a substantial factor in Plaintiff's and  
9 California Class Members' harm.

10 329. Mazda is unable to conform the Class Vehicles to the express  
11 warranties despite being afforded a reasonable opportunity to do so. Mazda will  
12 not replace the Class Vehicles or refund the purchase price and/or lease payments.  
13 Rather, Mazda insists that California Class Members continue to make payments  
14 on inoperable Class Vehicles.

15 330. Since being informed of the defect in the Class Vehicles, neither  
16 Plaintiff nor Class Members have been able to safely drive their Class Vehicles as  
17 the Fuel Pump Defect is likely to cause death or serious injury if it fails while the  
18 Class Vehicles are being operated.

19 331. Under the Song-Beverly Consumer Warranty Act, all express  
20 warranties are accompanied by the implied warranty of merchantability, which  
21 may not be disclaimed by the manufacturer or retail seller.

22 332. Mazda provided Plaintiff and the California Class Members with an  
23 implied warranty that the Class Vehicles and their components and parts are  
24 merchantable and fit for the ordinary purposes for which they are sold. However,  
25 the Class Vehicles are not fit for their ordinary purpose of providing reasonably  
26 reliable and safe transportation because, among other things, the Class Vehicles  
27 suffered from an inherent defect at the time of sale and thereafter are not fit for  
28 their particular purpose of providing safe and reliable transportation.

1           333. Mazda impliedly warranted that the Class Vehicles were of  
2 merchantable quality and fit for such use. This implied warranty included, among  
3 other things: (1) a warranty that the Class Vehicles that were manufactured,  
4 supplied, distributed, and/or sold by Defendants were safe and reliable for  
5 providing transportation; and (2) a warranty that the Class Vehicles would be fit  
6 for their intended use while they were being operated.

7           334. Contrary to the applicable implied warranties, the Class Vehicles at  
8 the time of sale and thereafter were not fit for their ordinary and intended purpose  
9 of providing Plaintiff and the California Class Members with reliable, durable, and  
10 safe transportation. Instead, the Class Vehicles are defective.

11           335. Mazda's breach of express and implied warranties was willful and  
12 has deprived Plaintiff and the California Class Members of the benefit of their  
13 bargain.

14           336. Mazda has had multiple reasonable opportunities to cure the breach,  
15 but either cannot or will not do so due to conditions reasonably within its control.  
16 Pursuant to the Song-Beverly Consumer Warranty Act, if the manufacturer is  
17 unable to conform a new motor vehicle to the express warranty, then the  
18 manufacturer shall promptly replace the vehicle with one that conforms to the  
19 express warranty or reimburse the buyer. Mazda has done neither despite being  
20 informed that the Class Vehicles are defective and do not conform to applicable  
21 warranties.

22           337. Mazda's breach of express and implied warranties was willful and  
23 has deprived Plaintiff and the California Class Members of the benefit of their  
24 bargain.

25           338. Mazda had notice of its breach as alleged herein.

26           339. As a direct and proximate cause of Mazda's breach of express and  
27 implied warranties, Plaintiff and the California Class Members sustained damages  
28 and other losses in an amount to be determined at trial. Defendants' conduct

1 damaged Plaintiff and the California Class Members, who are entitled to recover  
2 under section 1794 of the act, including civil penalties, actual damages,  
3 consequential damages, specific performance, diminution in value, costs,  
4 attorneys' fees, and/or other such relief the Court deems appropriate.

5 **COUNT IX**

6 **VIOLATION OF THE FALSE ADVERTISING LAW**  
7 **CALIFORNIA BUS. & PROF. CODE §§ 17500, ET SEQ.**  
8 (Individually and on behalf of the Statewide Class)  
9 (As to Mazda)

10 340. Plaintiff Haines ("Plaintiff" for purposes of this Count) incorporates  
11 by reference the allegations set forth in the preceding paragraphs as though fully  
12 set forth herein.

13 341. Plaintiff brings this cause of action on behalf of himself and on behalf  
14 California Class ("Class" for purposes of this Count).

15 342. Mazda has benefitted from intentionally selling and leasing at an  
16 unjust profit defective Class Vehicles at artificially inflated prices due to the  
17 concealment of the Fuel Pump Defect, and Plaintiffs and other California Class  
18 Members overpaid for their Class Vehicles.

19 343. Mazda publicly disseminated advertising and promotional material  
20 that was designed and intended to convey to the public that the Class Vehicles  
21 were safe, reliable, and operated as consumers would expect the Class Vehicles to  
22 operate.

23 344. Mazda was aware, or should have been aware, of the Fuel Pump  
24 Defect at the time Plaintiff and California Class Members purchased or leased the  
25 Class Vehicles.

26 345. However, Mazda negligently or intentionally made representations in  
27 its advertisements, and, due to issues it was aware of, did not sell the Class  
28 Vehicles that conformed to the representations and promises in the publicly  
disseminated advertisements.

1 346. Mazda unjustly received and retained benefits from Plaintiff and the  
2 other California Class Members.

3 347. It is inequitable and unconscionable for Mazda to retain these  
4 benefits.

5 348. Because Mazda wrongfully concealed their misconduct, Plaintiff and  
6 California Class Members were not aware of the facts concerning the Class  
7 Vehicles and did not benefit from Defendants’ misconduct.

8 349. Mazda knowingly accepted the unjust benefits of its wrongful  
9 conduct.

10 350. Mazda had notice of conduct as alleged herein.

11 351. As a result of Mazda’s misconduct, Plaintiff and California Class  
12 Members suffered an injury-in-fact and lost money and/or property in an amount  
13 to be proven at trial.

14 **COUNT X**

15 **VIOLATION OF THE UNFAIR COMPETITION LAW**  
16 **CAL. CIV. CODE §§ 17200, ET SEQ.**  
(Individually and on behalf of the Statewide Class)  
(As to all Defendants)

17 352. Plaintiff Haines (“Plaintiff” for purposes of this Count) incorporates  
18 by reference the allegations set forth in the preceding paragraphs as though fully  
19 set forth herein.

20 353. Plaintiff brings this cause of action on behalf of himself and on behalf  
21 the California Class (“Class” for purposes of this Count).

22 354. As a result of their reliance on Defendants’ omissions and/or  
23 misrepresentations, owners and lessees of the Class Vehicles suffered an  
24 ascertainable loss of money, property, and/or value in connection with the  
25 purchase or lease of their Class Vehicles. Additionally, as a result of the Fuel Pump  
26 Defect, Plaintiff and members of the California Class were harmed and suffered  
27 actual damages in that the Class Vehicles are substantially certain to fail before  
28



1 their expected useful life has run.

2 355. California Business & Professions Code § 17200 prohibits acts of  
3 “unfair competition,” including any “unlawful, unfair or fraudulent business act or  
4 practice” and “unfair, deceptive, untrue or misleading advertising.”

5 356. Plaintiff and members of the California Class are reasonable  
6 consumers who do not expect their vehicles to suffer from sudden acceleration,  
7 deceleration, and stalling without warning.

8 357. Defendants knew the Class Vehicles suffered from inherent defects,  
9 were defectively designed or manufactured, would fail prematurely, and were not  
10 suitable for their intended use.

11 358. In failing to disclose the Fuel Pump Defect, Defendants’ knowingly  
12 or intentionally concealed material facts and breached their duty not to do so.

13 359. Defendants were under a duty to Plaintiff and members of the  
14 California Class to disclose the Fuel Pump Defect because Defendants were in a  
15 superior position to know the true state of facts about the safety defect and Plaintiff  
16 and members of the California Class could not reasonably have been expected to  
17 learn or discover that the Class Vehicles had a dangerous safety defect until it  
18 manifested.

19 360. A reasonable consumer would have considered the facts Defendants  
20 concealed or did not disclose to Plaintiff and members of the California Class to  
21 be important in deciding whether to purchase or lease the Class Vehicles or pay  
22 less for them. Had Plaintiff and members of the California Class known of the Fuel  
23 Pump Defect in the Class Vehicles, they would not have purchased or leased the  
24 vehicles or would have paid less for them.

25 361. Defendants continued to conceal the defective nature of the Class  
26 Vehicles even after consumers began to report problems. Defendants continue to  
27 cover up and conceal the true nature of the Fuel Pump Defect.

28 362. Defendants’ acts, conduct, and practices were fraudulent, in that they

1 constituted business practices and acts that were likely to deceive reasonable  
2 members of the public. Defendants' acts, conduct, and practices were fraudulent  
3 because they are immoral, unethical, oppressive, unscrupulous, and/or are  
4 substantially injurious to consumers.

5 363. Defendants' acts, conduct, and practices were unfair in that they  
6 constituted business practices and acts the utility of which does not outweigh the  
7 harm to consumers. Defendants' business acts and practices were further unfair in  
8 that they offend established public policy, are immoral, unethical, oppressive,  
9 unscrupulous, and substantially injurious to consumers.

10 364. A business practice is unlawful if it is forbidden by any law.  
11 Defendants' acts, conduct, and practices were unlawful, in that they constituted:

- 12 a. Violations of the California Consumers Legal Remedies Act;
- 13 b. Violations of the Song-Beverly Consumer Warranty Act;
- 14 c. Violations of the False Advertising Law;
- 15 d. Violations of Magnuson-Moss Consumer Warranty Act; and
- 16 e. Violations of the express and implied warranty provisions of  
17 California Commercial Code sections 2313 and 2314.

18 365. By its conduct, Defendants have engaged in unfair competition and  
19 unlawful, unfair, and fraudulent business practices.

20 366. Defendants' unfair or deceptive acts or practices occurred repeatedly  
21 in Defendants' trade or business and were capable of deceiving a substantial  
22 portion of the purchasing public.

23 367. As a direct and proximate result of Defendants' unfair and deceptive  
24 practices, Plaintiff and members of the California Class have suffered and will  
25 continue to suffer actual damages.

26 368. Defendants had notice of their conduct as alleged herein.

27 369. Defendants have been unjustly enriched and should be required to  
28 make restitution to Plaintiffs and members of the California Class pursuant to §§

1 17203 and 17204 of the California Business & Professions Code. Plaintiff and  
2 members of the Classes also seek injunctive relief as deemed appropriate by the  
3 Court.

4 **COUNT XI**

5 **NEGLIGENT RECALL/UNDERTAKING**  
6 (Individually and on Behalf of the Statewide Class)  
7 (As to Mazda)

8 370. Plaintiff Haines (“Plaintiff” for purposes of this Count) incorporates  
9 by reference the allegations set forth in the preceding paragraphs as though fully  
10 set forth herein.

11 371. Plaintiff brings this cause of action on behalf of himself and on behalf  
12 a California Class (“Class” for purposes of this Count).

13 372. Prior to the events made the basis of this action, Mazda designed,  
14 engineered, manufactured, marketed, and placed the Class Vehicles in the stream  
15 of commerce.

16 373. As described above, on November 12, 2021, Mazda initiated a  
17 voluntary recall of the Recalled Vehicles. Mazda’s recall was voluntary and not  
18 initiated by NHTSA.

19 374. Mazda owed a duty to use reasonable care to Plaintiff and Class  
20 Members based on its undertaking of the Recall.

21 375. As described above, Mazda breached its duty by conducting the  
22 Recall negligently and/or wantonly by, among other things, failing to notify  
23 Plaintiff and the Class of the Fuel Pump Defect, failing to direct Class Members  
24 to stop driving their Class Vehicles, and failing to offer Class Members a free  
25 loaner vehicle of comparable make, model, or value as their Class Vehicles until  
26 Mazda is able to devise a remedy that is safe and dependable (if ever) and  
27 implement it in each Class Vehicle. Mazda’s failure to do so continues to expose  
28 Plaintiff and the Class to the risk of injury and death.

376. For the reasons set for the above, Mazda knew, or should have known

1 through the exercise of ordinary care, the Recall was not being performed in a  
2 reasonable manner.

3 377. As a direct and proximate result, Plaintiff and the other Class  
4 Members have been and continue to be damaged in an amount to be determined at  
5 trial.

6  
7 **COUNT XII**

8 **FRAUDULENT OMISSION**  
9 (Individually and on Behalf of the Statewide Class)  
(As to all Defendants)

10 378. Plaintiff Haines (“Plaintiff” for purposes of this Count) incorporates  
11 by reference each allegation as if set forth fully herein.

12 379. Plaintiff brings this claim individually and on behalf of the California  
13 Class (“Class” for purposes of this Count).

14 380. Defendants were aware of the Fuel Pump Defect within the Class  
15 Vehicles when the Class Vehicles were marketed and sold to Plaintiff and the other  
16 members of the Class.

17 381. Having been aware of the Fuel Pump Defect within the Class  
18 Vehicles, and having known that Plaintiff and the other members of the Class  
19 could not have reasonably been expected to know of the Fuel Pump Defect,  
20 Defendants had a duty to disclose the defect to Plaintiff and the other members of  
21 the Class in connection with the sale or lease of the Class Vehicles.

22 382. Defendants did not disclose the Fuel Pump Defect to Plaintiff and the  
23 other members of the Class in connection with the sale of the Class Vehicles.

24 383. For the reasons set forth above, the Fuel Pump Defect within the Class  
25 Vehicles comprises material information with respect to the sale or lease of the  
26 Class Vehicles.

27 384. In purchasing the Class Vehicles, Plaintiff and the other members of  
28 the Class reasonably relied on Defendants to disclose known material defects with

1 respect to the Class Vehicles.

2 385. Had Plaintiff and the other members of the Class known of the Fuel  
3 Pump Defect within the Class Vehicles, they would have not purchased or leased  
4 the Class Vehicles or would have paid less for the Class Vehicles.

5 386. Through their omissions regarding the Fuel Pump Defect within the  
6 Class Vehicles, Defendants intended to induce, and did induce, Plaintiff and the  
7 other members of the Class to either purchase or lease a Class Vehicle that they  
8 otherwise would not have purchased or leased, or pay more for a Class Vehicle  
9 than they otherwise would have paid.

10 387. As a direct and proximate result of Defendants’ omissions, Plaintiff  
11 and the other members of the Class either overpaid for the Class Vehicles or would  
12 not have purchased or leased the Class Vehicles at all if the Fuel Pump Defect had  
13 been disclosed to them, and, therefore, have incurred damages in an amount to be  
14 determined at trial.

15 **C. Claims Brought on Behalf of the Nationwide Class**

16 **COUNT XIII**

17 **BREACH OF EXPRESS WARRANTY ALA. CODE §§ 7-2-313 AND 7-2A-**  
18 **210, AND MATERIALLY IDENTICAL STATE STATUTES**  
(Individually and on behalf of the Nationwide Class)  
(As to Mazda)

19 388. Plaintiffs Vance and Haines (“Plaintiffs” for purposes of this Count)  
20 incorporate by reference each allegation as if fully set forth herein.

21 389. Plaintiffs bring this claim individually and on behalf of the other  
22 members of the Nationwide Class (the “Class” for purposes of this Count).

23 390. Mazda is a merchant with respect to the Class Vehicles.

24 391. In its written express warranties, Mazda expressly warranted that it  
25 would repair or replace defective parts free of charge if the defects became  
26 apparent during the warranty period.

27 392. Mazda’s written express warranties formed the basis of the bargain  
28

1 that was reached when Plaintiffs and the other Class Members purchased or leased  
2 their Class Vehicles.

3 393. Mazda breached its express warranty to repair defective parts in the  
4 Class Vehicles. Mazda has not repaired the Class Vehicles' Fuel Pump Defect.

5 394. Mazda was provided notice of the Fuel Pump Defect as alleged in  
6 detail herein. Mazda has not remedied its breach.

7 395. Further, Mazda has refused to provide an adequate and timely  
8 warranty repair for the Fuel Pump Defect, thus rendering the satisfaction of any  
9 notice requirement futile. Customers that have presented their vehicles for  
10 warranty repair due to Fuel Pump failure have been denied adequate repairs.

11 396. The written express warranties fail in their essential purpose because  
12 the contractual remedy is insufficient to make Plaintiffs and the other Class  
13 Members whole and because Mazda has failed and/or has refused to adequately  
14 provide the promised remedies within a reasonable time.

15 397. Accordingly, recovery by Plaintiffs and the other Class Members is  
16 not limited to the limited remedy of repair, and Plaintiffs, individually and on  
17 behalf of the other Class Members, seeks all remedies as allowed by law.

18 398. Also, as alleged in more detail herein, at the time that Mazda  
19 warranted and sold the Class Vehicles it knew that the Class Vehicles did not  
20 conform to the warranty and were inherently defective, and Mazda improperly  
21 concealed material facts regarding its Class Vehicles. Plaintiffs and the other Class  
22 Members were therefore induced to purchase or lease the Mazda Vehicles under  
23 false pretenses.

24 399. As a direct and proximate result of Mazda's breach of its express  
25 warranty, Plaintiffs and the other Class Members have been damaged in an amount  
26 to be determined at trial.

27 **COUNT XIV**

28 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**



1 **ALA. CODE §§ 7-2-314 AND 7-2A-314, AND MATERIALLY IDENTICAL**  
2 **STATE STATUTES**

3 (Individually and on behalf of the Statewide Class)

4 (As to Mazda)

5 400. Plaintiffs Vance and Haines (“Plaintiffs” for purposes of this Count)  
6 incorporate by reference each allegation as if fully set forth herein.

7 401. Plaintiffs bring this Count individually and on behalf of the other  
8 members of the Nationwide Class (the “Class,” for purposes of this Count).

9 402. Mazda is a merchant with respect to motor vehicles under Ala. Code  
10 § § 7-2-104 and 7-2A-103.

11 403. Pursuant to Ala. Code §§ 7-2-314 and 7-2A-212, a warranty that the  
12 Class Vehicles were in merchantable condition was implied by law, and the Class  
13 Vehicles were bought and sold subject to an implied warranty of merchantability.

14 404. The Class Vehicles do not comply with the implied warranty of  
15 merchantability because, at the time of sale and at all times thereafter, they were  
16 defective and not in merchantable condition, would not pass without objection in  
17 the trade, and were not fit for the ordinary purpose for which vehicles were used.  
18 Specifically, the Class Vehicles suffer from the Fuel Pump Defect which causes  
19 the Class Vehicles’ Fuel Pump to prematurely fail.

20 405. Mazda was provided notice of the Fuel Pump Defect as alleged in  
21 detail herein. Mazda has not remedied its breach.

22 406. Further, Mazda has refused to provide an adequate and timely  
23 warranty repair for the Fuel Pump Defect, thus rendering the satisfaction of any  
24 notice requirement futile. As stated above, customers that have presented their  
25 vehicles for warranty repair due to Fuel Pump failure have been denied adequate  
26 repair.

27 407. Plaintiffs and the other Class Members suffered injuries due to the  
28 defective nature of the Class Vehicles and Mazda’s breach of the warranty of  
merchantability.

1 408. As a direct and proximate result of Mazda’s breach of the warranty  
2 of merchantability, Plaintiffs and the other Class Members have been damaged in  
3 an amount to be proven at trial.

4 **COUNT XV**

5 **COMMON LAW FRAUDULENT OMISSION/CONCEALMENT**  
6 (Individually and on Behalf of the Nationwide Class)  
7 (As to Mazda and Denso)

8 409. Plaintiffs Vance and Haines (“Plaintiffs” for purposes of this Count)  
9 incorporate by reference each allegation as if fully set forth herein.

10 410. Plaintiffs bring this claim individually and on behalf of the  
11 Nationwide Class (“Class” for purposes of this Count).

12 411. Defendants were aware of the Fuel Pump Defect within the Class  
13 Vehicles when the Class Vehicles were marketed and sold to Plaintiff and the other  
14 members of the Class.

15 412. Having been aware of the Fuel Pump Defect within the Class  
16 Vehicles, and having known that Plaintiffs and the other members of the Class  
17 could not have reasonably been expected to know of the Fuel Pump Defect,  
18 Defendants had a duty to disclose the defect to Plaintiffs and the other members  
19 of the Class in connection with the sale or lease of the Class Vehicles.

20 413. Defendants did not disclose the Fuel Pump Defect to Plaintiffs and  
21 the other members of the Class in connection with the sale of the Class Vehicles.

22 414. For the reasons set forth above, the Fuel Pump Defect within the Class  
23 Vehicles comprises material information with respect to the sale or lease of the  
24 Class Vehicles.

25 415. In purchasing the Class Vehicles, Plaintiffs and the other members of  
26 the Class reasonably relied on Defendants to disclose known material defects with  
27 respect to the Class Vehicles.

28 416. Had Plaintiffs and the other members of the Class known of the Fuel  
Pump Defect within the Class Vehicles, they would have not purchased or leased

1 the Class Vehicles or would have paid less for the Class Vehicles.

2 417. Through their omissions regarding the Fuel Pump Defect within the  
3 Class Vehicles, Defendants intended to induce, and did induce, Plaintiffs and the  
4 other members of the Class to either purchase or lease a Class Vehicle that they  
5 otherwise would not have purchased or leased, or pay more for a Class Vehicle  
6 than they otherwise would have paid.

7 418. As a direct and proximate result of Defendants’ omissions, Plaintiffs  
8 and the other members of the Class either overpaid for the Class Vehicles or would  
9 not have purchased or leased the Class Vehicles at all if the Fuel Pump Defect had  
10 been disclosed to them, and, therefore, have incurred damages in an amount to be  
11 determined at trial.

12 **COUNT XVI**

13 **VIOLATION OF THE MAGNUSON-MOSS WARRANTY ACT**

14 **15 U.S.C. §§ 2301, et seq.**

15 (Individually and on behalf of the Nationwide Class)

16 (As to Mazda)

17 419. Plaintiffs Vance and Haines (“Plaintiffs” for purposes of this Count)  
18 incorporate by reference each allegation as if fully set forth herein.

19 420. Plaintiffs bring this Count individually and on behalf of the other  
20 members of the Nationwide Class (the “Class,” for purposes of this Count).

21 421. This Court has jurisdiction to decide claims brought under 15 U.S.C.  
22 § 2301 by virtue of 28 U.S.C. §§ 1332 (a) and (d).

23 422. Plaintiffs and Class Members are “consumers” within the meaning of  
24 the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3).

25 423. Mazda is a “supplier” and “warrantor” within the meaning of the  
26 Magnuson-Moss Warranty Act, 15 U.S.C. §§ 2301(4)-(5).

27 424. The Class Vehicles are “consumer products” within the meaning of  
28 the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(1).

425. 15 U.S.C. § 2310(d)(1) provides a cause of action for any consumer

1 who is damaged by the failure of a warrantor to comply with a written warranty.

2 426. In its express written warranties, Mazda expressly warranted that it  
3 would repair or replace defects in material or workmanship free of charge if those  
4 defects become apparent during the warranty period.

5 427. Mazda's warranties are written warranties within the meaning of the  
6 Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(6). The Class Vehicles' implied  
7 warranty of merchantability is covered by 15 U.S.C. § 2301(7).

8 428. With respect to Class Members' purchases or leases of the Class  
9 Vehicles, the terms of Mazda's written warranties and implied warranty became  
10 part of the basis of the bargain between Mazda and Plaintiff and other Class  
11 Members.

12 429. Mazda breached the implied warranty of merchantability. Without  
13 limitation, the Class Vehicles have Fuel Pumps that prematurely fail, as described  
14 above, which renders the Class Vehicles unmerchantable.

15 430. Mazda breached its express warranties by not offering a functioning  
16 repair for the defective Fuel Pump in the Class Vehicles as evidenced by Mazda's  
17 own admission in the Recall Report that it has not identified a remedy.

18 431. Further, Mazda has refused to provide an adequate and timely  
19 warranty repair for the Fuel Pump Defect, thus rendering the satisfaction of any  
20 notice requirement futile. As stated above, Class Members report Fuel Pump  
21 failure to their dealer, but Mazda has failed to repair the defect.

22 432. At the time of sale or lease of each Class Vehicle, Mazda knew,  
23 should have known, or was reckless in not knowing of the Class Vehicles' inability  
24 to perform as warranted, but nonetheless failed to rectify the situation and/or  
25 disclose the Fuel Pump Defect.

26 433. The amount in controversy of Plaintiffs' individual claims exceed the  
27 sum of \$25. The amount in controversy in this action exceeds the sum of \$50,000,  
28 exclusive of costs and interest, computed on the basis of all claims to be

1 determined in this lawsuit.

2 434. Plaintiffs, individually and on behalf of the Class Members, seek all  
3 damages permitted by law, including diminution in value of their vehicles, in an  
4 amount to be proven at trial.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiffs respectfully request relief against Defendants as  
7 set forth below:

- 8 1. Certifying the proposed Nationwide and Statewide Classes;
- 9 2. Appointing Plaintiffs as the Class representatives and Interim Class  
10 Counsel as Class counsel;
- 11 3. Ordering Defendants to pay actual and statutory damages (including  
12 punitive damages) and restitution to Plaintiffs and the other Class Members, as  
13 allowable by law;
- 14 4. Enjoining Defendants from continuing the unfair business practices  
15 alleged in this Complaint;
- 16 5. Ordering Defendants to pay both pre- and post-judgment interest on  
17 any amounts awarded;
- 18 6. Ordering Defendants to pay attorneys’ fees and costs of suit;
- 19 7. Awarding injunctive relief requiring Mazda to promptly and fully  
20 inform Class Members of the Fuel Pump Defect and its associated dangers and  
21 instructing such Class Members to cease driving their vehicles, and ordering  
22 Mazda to provide free loaner vehicles of comparable make, model, or value to the  
23 Class Vehicle each Class member owns or leases until an adequate remedy for the  
24 Fuel Pump Defect is installed in the Class Vehicles; and
- 25 8. Granting such additional relief as the Court deems just and proper.

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**DEMAND FOR JURY TRIAL**

Plaintiffs demand a jury trial on all issues so triable.

Dated: November 16, 2021

Respectfully submitted,

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Classes*

*\*pro hac vice to be filed*