

NELSON MULLINS RILEY & SCARBOROUGH LLP  
ATTORNEYS AT LAW  
LOS ANGELES

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**NELSON MULLINS RILEY & SCARBOROUGH LLP**

Jahmy S. Graham (SBN 300880)  
jahmy.graham@nelsonmullins.com  
Amber M.S. Hendrick (SBN 342284)  
amber.hendrick@nelsonmullins.com  
19191 South Vermont Ave., Suite 900  
Torrance, CA 90502  
Telephone: 424.221.7400  
Facsimile: 424.221.7499

Attorneys for Defendant  
MAZDA MOTOR OF AMERICA, INC. d/b/a  
MAZDA NORTH AMERICAN OPERATIONS

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SOUTHERN DIVISION

Gary Guthrie, *on behalf of himself and  
all others similarly situated,*

Plaintiffs,

v.

Mazda Motor of America, Inc.,

Defendants.

Case No.: 8:22-cv-01055

**DEFENDANT MAZDA MOTOR  
OF AMERICA, INC. d/b/a  
MAZDA NORTH AMERICAN  
OPERATIONS' NOTICE OF  
REMOVAL TO FEDERAL  
COURT PURSUANT TO 28  
U.S.C. §§ 1332(d) AND 1453(b) -  
DIVERSITY**

Complaint Filed: April 19, 2022

1           **TO THE HONORABLE JUDGES OF THE UNITED STATES**  
 2 **DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA,**  
 3 **AND TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

4           PLEASE TAKE NOTICE that Defendant Mazda Motor of America, Inc. d/b/a  
 5 Mazda North American Operations (“Mazda”), by and through its undersigned  
 6 counsel, hereby files this Notice of Removal to Federal Court (“Notice of Removal”)  
 7 pursuant to 28 U.S.C. 1441(b), and the Class Action Fairness Act of 2005,  
 8 §§ 1332(d), 1453(b), and 1711–1715 (“CAFA”). Congress enacted CAFA “to  
 9 facilitate adjudication of certain class actions in federal court,” and the courts have  
 10 held that no presumption against removal applies to removal under CAFA. *See Dart*  
 11 *Cherokee Basin Operating Co. v. Owens*, 574 U.S. 81, 89 (2014).

12           Mazda denies the allegations contained in the state court pleadings filed in the  
 13 Superior Court of the State of California, County of Orange, and files this Notice of  
 14 Removal without waiving any rights, defenses, exceptions, or obligations that may  
 15 exist in its favor in state or federal court. In support of this Notice of Removal,  
 16 Mazda states as follows:

17   **STATEMENT OF JURISDICTION**

18           This is a civil action for which this Court has original jurisdiction under 28  
 19 U.S.C. § 1332(a) and is one that may be removed to this Court pursuant to the Class  
 20 Action Fairness Act of 2005, 28 U.S.C. §§ 1332(d), 1453(b), and 1711–1715 and for  
 21 the reasons explained below.

22   **THE REMOVED ACTION**

23           1.       Plaintiff Gary Guthrie (“Plaintiff”) filed this civil action against Mazda  
 24 on April 19, 2022, in the Superior Court of the State of California, County of Orange,  
 25 under Case Number 30-2022-01255320-CU-BC-CJC (the “Action”).

26           2.       Plaintiff’s service of the Summons and Complaint on Mazda was  
 27 completed on May 17, 2022, pursuant to California Code of Civil Procedure section  
 28 415.30(c).

1 3. True and correct copies of all process, pleadings, and orders served  
2 upon Mazda are attached as Exhibit “A” and are being filed along with this Notice  
3 of Removal.

4 4. Other than the documents attached as Exhibit A, no pleadings, process,  
5 orders, or other documents in the case have been served or otherwise received by  
6 Mazda or, to Mazda’s knowledge, are presently on file in the state court. In the event  
7 that such filings come to Mazda’s attention, it will immediately file copies in this  
8 Court.

9 5. Mazda did not respond to the Complaint in the state court prior to  
10 removal.

11 **PROCEDURAL ISSUES**

12 6. Removal is timely under 28 U.S.C. § 1446(b). Plaintiff’s service of the  
13 Summons and Complaint on Mazda was completed on May 17, 2022, pursuant to  
14 California Code of Civil Procedure section 415.30(c). *See* Ex. A. Therefore, this  
15 Notice of Removal is timely filed within thirty (30) days after service of the  
16 Summons and Complaint on Mazda.

17 7. Venue is proper under 28 U.S.C. § 1441(a) because the Superior Court  
18 for the State of California for the County of Orange, where the state court action is  
19 pending, is located within the United States District Court for the Central District of  
20 California, Southern Division.

21 **GROUND FOR REMOVAL**

22 8. CAFA provides original jurisdiction over any class action that meets  
23 each of the following requirements: (i) The action was filed under a statute or rule  
24 that authorizes the action to be brought by one or more representative persons as a  
25 class action; (ii) the action includes an aggregate of at least 100 members in the  
26 proposed class or classes; (iii) the aggregated individual claims of the proposed class  
27 members as alleged exceed \$5,000,000, exclusive of interest and costs; and (iv) at  
28 least one member of the proposed class is a citizen of a State different from any

1 defendant. *See* 28 U.S.C. §§ 1332(d)(1)(B), (d)(2), (d)(2)(A), (d)(5)(B), (d)(6). As  
2 explained below, this Action satisfies all requirements and this Court, therefore, has  
3 jurisdiction.

4 9. A notice of removal need only contain a short and plain statement of  
5 the grounds for removal. *See Arias v. Residence Inn by Marriott*, 936 F.3d 920, 925  
6 (9th Cir. 2019) (citing *Dart Cherokee*, 574 U.S. at 81).

7 10. The State Court Action meets the requirements of CAFA. First, it is a  
8 putative class action and alleges a nationwide class numbering in the “thousands.”  
9 *See* Compl., ¶¶ 60 (alleging the putative class is numerous and includes “thousands”  
10 of customers nationwide), 61 (alleging class claims).

11 11. As a result, Plaintiff alleges putative class claims far in excess of the  
12 \$5,000,000 jurisdictional threshold under CAFA. Plaintiff pleads entitlement to  
13 “actual damages, incidental and consequential damages, punitive damages, and/or  
14 other form of monetary relief provided by law,” “restitution, disgorgement, or other  
15 equitable relief,” “replacement of the Class Vehicles with new vehicles, or repair of  
16 the defective Class Vehicles with an extension of the express warranties and service  
17 contracts,” “[r]easonable attorneys’ fees and costs,” “[p]re-judgment and post-  
18 judgment interest,” and “a recall and repair” of all Class Vehicles. *See* Compl., pp.  
19 38–39. The defined class includes “[a]ll persons or entities in the United States who  
20 are current or former owners and/or lessees of a 2021 Mazda CX-30, CX-5, CX-9,  
21 Mazda3, or Mazda6 vehicle,” and “[a]ll persons or entities who purchased or leased  
22 any 2021 Mazda CX-30, CX-5, CX-9, Mazda3, and Mazda6 vehicle in the State of  
23 Washington.” *Id.* ¶ 58. Where equitable relief is at issue, “it is well established that  
24 the amount in controversy is measured by the value of the object of the litigation.”  
25 *Cohn v. Petsmart, Inc.*, 281 F.3d 837, 840 (9th Cir. 2002) (internal quotations and  
26 citations omitted). Here, in addition to damages, Plaintiff seeks equitable relief,  
27 including a potential replacement of the Class Vehicles. The average value at issue  
28 would be the average of the Manufacturer’s Suggested Retail Price (“MSRP”) of the

1 base models included in the Class Vehicles, which is \$25,221. *See* Ex. B, Kelley  
2 Blue Book (last visited May 24, 2022) and Ex. A, Compl. ¶ 58. Thus, to the extent  
3 replacement of the vehicles is a potential remedy as alleged in the Complaint, the  
4 value of that relief is \$25,221 multiplied by the “thousands” of class members  
5 (which, at a minimum, would be 2,000 putative class members), or at least  
6 \$25,221,000. *See* Compl. ¶ 62 (alleging that Plaintiff’s claims are typical of those  
7 in the class). Accordingly, the amount in controversy as alleged based on the face  
8 of the Complaint more than satisfies the jurisdictional threshold.

9 12. The Complaint also alleges punitive damages for fraudulent  
10 concealment, as well as treble damages under the Washington Consumer Protection  
11 Act, which can also be included in the Court’s consideration of the amount in  
12 controversy.<sup>1</sup> *See Chavez v. JPMorgan Chase & Co.*, 888 F.3d 413, 416 (9th Cir.  
13 2018) (noting that damages, whether “compensatory, punitive, or otherwise” can be  
14 included in the amount in controversy calculation).

15 13. Finally, the State Court Action meets the requirements of minimal  
16 diversity. On information and belief, Plaintiff is a citizen of Washington. *See*  
17 Compl. ¶ 12. Mazda is a corporation organized and established under the laws of  
18 the State of California, with its principal place of business in Orange County,  
19 California. *See* Exhibit C, California Secretary of State (last visited May 24, 2022).  
20 While Mazda’s principal place of business is in California, there is minimal diversity  
21 between Mazda and Plaintiff and members of the putative class. Further, based on  
22 Plaintiff’s proposed nationwide class, Mazda alleges that at least one putative class  
23 member is a citizen of a state other than California.

24 14. Because this matter meets all of the requirements of CAFA, this Court  
25 has jurisdiction under 28 U.S.C. § 1332(d).

26  
27  
28 <sup>1</sup> Mazda does not waive and therefore expressly reserves its rights to challenge (at the appropriate  
time) Plaintiff’s—and the putative class’s—entitlement to any damages, attorney’s fees, restitution  
or any equitable, injunctive, or declaratory relief.

NELSON MULLINS RILEY & SCARBOROUGH LLP  
ATTORNEYS AT LAW  
LOS ANGELES

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**NOTICE TO ADVERSE PARTY AND STATE COURT**

15. Pursuant to 28 U.S.C. § 1446(d), Mazda is serving written notification of the removal of this case on Plaintiff’s counsel.

16. Pursuant to 28 U.S.C. § 1446(d), Mazda will promptly file a Notification of Removal, attaching a copy of this Notice of Removal, with the Clerk of the Superior Court, County of Orange.

**CONCLUSION**

Pursuant to 28 U.S.C. §§ 1332(a), 1441(b), and 1446, Mazda hereby removes this Action from the Superior Court of the State of California, County of Orange, to the United States District Court for the Central District of California, Southern Division.

Dated: May 25, 2022

Respectfully submitted,

NELSON MULLINS RILEY &  
SCARBOROUGH LLP

By: /s/ Jahmy S. Graham  
Jahmy S. Graham  
Amber M.S. Hendrick

Attorneys for Defendant  
MAZDA MOTOR OF AMERICA, INC. d/b/a  
MAZDA NORTH AMERICAN  
OPERATIONS

# **EXHIBIT A**

# SUMMONS (CITACION JUDICIAL)

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

### NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

Mazda Motor of America, Inc.,

### YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

Gary Guthrie, on behalf of himself and all others similarly situated

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:  
(El nombre y dirección de la corte es): Central Justice Center  
700 Civic Center Dr. W.  
Santa Ana, CA 92701

CASE NUMBER: (Número del Caso):  
30-2022-01255320-CU-BC-CJC

Judge Derek W. Hunt

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

DAVID H. YAMASAKI, Clerk of the Court

Jessica Duarte

DATE: 04/19/2022  
(Fecha)

Clerk, by  
(Secretario)

, Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)  
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



### NOTICE TO THE PERSON SERVED: You are served

- as an individual defendant.
- as the person sued under the fictitious name of (specify):
- on behalf of (specify):  
under:  CCP 416.10 (corporation)  CCP 416.60 (minor)  
 CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)  
 CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)  
 other (specify):
- by personal delivery on (date):



1 TRINETTE G. KENT (State Bar No. 222020)  
2 Lemberg Law, LLC  
3 1100 West Town & Country Rd.  
4 Suite 1250  
5 Orange, California 92868  
6 Telephone: (480) 247-9644  
7 Facsimile: (480) 717-4781  
8 E-mail: tkent@lemlaw.com

9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF ORANGE

Gary Guthrie, *on behalf of himself and all others similarly situated,*

Plaintiffs,

vs.

Mazda Motor of America, Inc.,

Defendant.

Case No.: 30-2022-01255320-CU-BC-CJC  
Assigned for All Purposes Judge Derek W. Hunt  
**CLASS ACTION COMPLAINT FOR:**

- (1) Breach of Implied and Express Warranties Pursuant to the Magnuson-Moss Warranty Act, 15 U.S.C. §2301, *et seq.*
- (2) Fraudulent Concealment
- (3) Unjust Enrichment
- (4) Violation of the Washington Consumer Protection Act, RCW 19.86, *et seq.*
- (5) Breach of the Implied Warranty of Merchantability Pursuant to RCW 62A.2-314
- (6) Breach of Express Warranty Pursuant to RCW 62A.2-313

**DEMAND FOR JURY TRIAL**

1 For this Class Action Complaint, Plaintiff Gary Guthrie, by undersigned  
2 counsel, state as follows:  
3

4 **INTRODUCTION**

5 1. Plaintiff brings this lawsuit on behalf of himself and a proposed class of  
6 past and present owners and lessees of defective 2021 Mazda CX-30, CX-5, CX-9,  
7 Mazda3, and Mazda6 vehicles (the “Class Vehicles”) designed, manufactured,  
8 marketed, distributed, sold, warranted, and serviced by Defendant Mazda Motor of  
9 America, Inc. (“Defendant” or “Mazda”).  
10  
11

12 2. Plaintiff and the Class were damaged because the Class Vehicles contain  
13 defective valve stem seals that allow engine oil to leak into the Class Vehicles’  
14 combustion chamber (the “Valve Stem Seal Defect”), which causes the Class Vehicles  
15 to consume an excessive amount of engine oil in between regular oil change intervals,  
16 places the Class Vehicles at an increased risk of engine failure, and causes to damage  
17  
18 to the Class Vehicles’ engines.  
19

20 3. The Valve Stem Seal Defect poses an extreme safety hazard to drivers,  
21 passengers, and pedestrians because it prevents the Class Vehicles’ engines from  
22 maintaining the proper level of engine oil and causes voluminous oil consumption that  
23 cannot be reasonably anticipated or predicted and can result in engine failure. As a  
24 result, the Defect can cause engine failure while the Class Vehicles are in operation,  
25 and it exposes the Class Vehicle drivers, their passengers, and others who share the  
26 road with them to serious risk of accidents and injury.  
27  
28

1           4. Mazda has long known about the Defect; however, it has refused or  
2 otherwise been unable to repair the Defect in the Class Vehicles under Mazda’s  
3 warranty. Indeed, in an October 4, 2021, bulletin, Mazda recognized that the Class  
4 Vehicles consume an excessive amount of engine oil in between oil changes and that  
5 “it is very likely that valve stem seal damage is causing oil to leak into the combustion  
6 chamber.” However, Mazda merely directs its dealerships to “top off the engine” oil  
7 in response to Class Vehicle owner complaints and admits that it does not yet have a  
8 “complete repair” for the serious and dangerous defect. To date, Mazda has still not  
9 provided its dealerships with an adequate repair.  
10

11           5. As set forth below, Mazda knew the Class Vehicles were defective and  
12 not fit for their intended purpose of providing consumers with safe and reliable  
13 transportation at the time of the sale and thereafter. Despite being notified of the  
14 Valve Stem Seal Defect from, among other things, pre-production testing, numerous  
15 consumer complaints (both to NHTSA and on Mazda enthusiast websites), warranty  
16 data, and dealership repair orders, Defendant has not recalled the Class Vehicles to  
17 repair the Valve Stem Seal Defect, has not offered its customers a suitable repair for  
18 the Valve Stem Seal Defect, and has not offered to reimburse all Class Vehicle owners  
19 and leaseholders the costs they incurred relating to the Valve Stem Seal Defect.  
20

21           6. Further, Mazda has concealed the Valve Stem Seal Defect that is  
22 contained in every Class Vehicle, along with the attendant dangerous safety problems  
23 and associated repair costs, from Plaintiff and the other Class Members both at the  
24  
25

1 time of sale and repair and thereafter.

2 7. As a result of their reliance on Defendant’s omissions and/or  
3 misrepresentations, owners and/or lessees of the Class Vehicles have suffered  
4 ascertainable loss of money, property, and/or loss in value of their Class Vehicles.  
5

6 8. Plaintiff has given Mazda a reasonable opportunity to cure the Valve  
7 Stem Seal Defect, but Mazda has been unable to repair his vehicle within a reasonable  
8 time.  
9

10 9. Mazda’s conduct is in violation of the Washington Consumer Protection  
11 Act, RCW 19.86, *et seq.*, and constitutes fraudulent concealment, unjust enrichment,  
12 and a breach of express and implied warranties and the Magnuson-Moss Warranty  
13 Act.  
14  
15

16 10. Mazda has and will continue to benefit from its unlawful conduct – by  
17 selling more vehicles, at a higher price, and avoiding warranty obligations – while  
18 consumers are harmed at the point of sale, as their vehicles continue to suffer from the  
19 unremedied Valve Stem Seal Defect.  
20

21 11. To remedy Mazda’s unlawful conduct, Plaintiff, on behalf of the  
22 proposed class members, seeks damages and restitution from Mazda, as well as  
23 notification to class members about the Defect.  
24  
25

26 **PARTIES**

27 12. Plaintiff Gary Guthrie (“Mr. Guthrie”) is an adult individual residing in  
28 Spokane, Washington.

1           13. Defendant Mazda Motor of America, Inc. (“Mazda” or “Defendant”) is a  
2 California corporation with a principal place of business at 200 Spectrum Center  
3 Drive, Irvine, Orange County, California 92618,  
4

5           14. At all times herein mentioned, Mazda designed, engineered, developed,  
6 manufactured, fabricated, assembled, equipped, tested or failed to test, inspected or  
7 failed to inspect, repaired, retrofitted or failed to retrofit, failed to recall, labeled,  
8 advertised, promoted, marketed, supplied, distributed, wholesaled, and/or sold the  
9 Class Vehicles, including the vehicle operated by Plaintiff. Mazda also reviews and  
10 analyzes warranty data submitted by Mazda’s dealerships and authorized technicians  
11 in order to identify defect trends in vehicles. Upon information and belief, Mazda  
12 dictates that when a repair is made under warranty (or warranty coverage is  
13 requested), service centers must provide Defendant with detailed documentation of the  
14 problem and the fix that describes the complaint, cause, and correction, and also save  
15 the broken part in the event Defendant decide to audit the dealership. Mazda uses this  
16 information to determine whether particular repairs are covered by an applicable  
17 Mazda warranty or are indicative of a pervasive defect.  
18  
19  
20  
21  
22

23           15. Mazda also developed the marketing materials to which Plaintiff and the  
24 Class were exposed, owner’s manuals, informational brochures, warranty booklets,  
25 and information included in maintenance recommendations and/or schedules for the  
26 Class Vehicles, all of which fail to disclose the Valve Stem Seal Defect.  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**JURISDICTION AND VENUE**

16. This Court has jurisdiction over Mazda, and venue is proper in the Superior Court for the County of Orange, because Mazda is headquartered and its principal place of business is within Orange County.

**FACTUAL ALLEGATIONS APPLICABLE TO INDIVIDUAL PLAINTIFF**

**I. Gary Guthrie**

17. On June 7, 2021, Mr. Guthrie purchase a new 2021 Mazda CX-30 vehicle, Vehicle Identification Number 3MVDMBEY3MM260992 (hereafter the “Guthrie Vehicle”) from Foothill Autogroup (“Foothill”), an authorized Mazda dealership location in Spokane, Washington.

18. Prior to the purchase, Foothill assured Mr. Guthrie that the Guthrie Vehicle was accompanied by Mazda Motor of America, Inc.’s New-Vehicle Limited Warranty<sup>1</sup> and was free from defects of workmanship and that the car was safe and reliable.

19. Shortly after purchasing the Guthrie Vehicle, Mr. Guthrie experienced the Valve Stem Seal Defect.

20. Specifically, in March 2022, approximately 4,000 miles after the Guthrie

---

<sup>1</sup> Under Mazda’s New-Vehicle Limited Warranty, “[t]he New-Vehicle Limited Warranty period for defects in materials and workmanship in all parts supplied by Mazda is 36 months or 36,000 miles, whichever comes first” and “The Powertrain Limited Warranty period for defects in materials and workmanship in the powertrain components supplied by Mazda is 60 months or 60,000 miles, whichever comes first.” See <https://www.mazdausa.com/owners/warranty> (last visited April 8, 2022).

1 Vehicle had its last oil change, Mr. Guthrie observed that the Guthrie Vehicle’s “Low  
2 Engine Oil Level” indicator light illuminated and displayed on the vehicle’s  
3 instrument cluster. Mr. Guthrie checked the Guthrie Vehicle’s engine oil level with a  
4 dipstick and observed that the dipstick was “bone dry.”

5  
6 21. On March 18, 2022, Mr. Guthrie presented the Guthrie Vehicle to  
7 Foothill, complained that his vehicle’s low engine oil indicator light illuminated in  
8 between oil change intervals, and sought a repair. In response, Foothill inspected the  
9 Guthrie Vehicle, determined that there were no signs of an oil leakage, and confirmed  
10 that the Guthrie Vehicle had consumed too much engine oil in between oil changes.  
11 Nonetheless, the dealership advised Mr. Guthrie that pursuant to Mazda’s Technical  
12 Service Bulletin No. 01-012/21, Mazda had not yet determined the root cause of the  
13 excess engine oil consumption, and there were no repairs available for the issue at that  
14 time. The dealer directed Mr. Guthrie to add additional engine oil to the Guthrie  
15 Vehicle whenever the low engine oil indicator light illuminated in between oil  
16 changes.  
17

18  
19 22. Accordingly, unless and until the Guthrie Vehicle is repaired, Mr.  
20 Guthrie will have to purchase additional engine oil and add it to his vehicle in between  
21 oil change intervals in order to prevent his vehicle’s engine from failing.  
22

23 23. Mr. Guthrie, through his counsel, has sent a letter to Mazda, advising it  
24 that the Guthrie Vehicle suffers from the Valve Stem Seal Defect and that Mazda has  
25 failed to repair the vehicle under Mazda’s warranty.  
26  
27  
28

1           24.     At all times, Mr. Guthrie has driven his vehicle in a foreseeable manner  
2  
3     and in the manner in which it was intended to be used.

#### 4                                 **FACTUAL ALLEGATIONS**

##### 5     **The Valve Stem Seal Defect**

6           25.     Engine oil is crucial to a vehicle’s proper functioning because it acts as  
7  
8     an essential lubricant for the moving parts in internal combustion engines. The oil  
9     creates a film separating surfaces of adjacent moving parts to minimize direct contact,  
10     decreasing heat caused by friction and reducing wear. Engine oil also has important  
11     cleaning and sealing functions and serves as an important medium for dissipating heat  
12     throughout the engine. As a result, the Class Vehicles need the proper amount of  
13     engine oil in order for the engine and its related parts to function safely.

14           26.     The valve stem seals in the Class Vehicles’ engines are supposed to  
15  
16     prevent engine oil from contaminating the air/fuel mixture in the Class Vehicle’s  
17     engine’s combustion chamber and prevent intake and exhaust gases from  
18     contaminating the oil in the cylinder head and the rest of the engine.

19           27.     Further, valve stem seals are supposed to last the lifetime of the Class  
20  
21     Vehicles.  
22

23           28.     However, the Class Vehicles suffer from defective valve stem seals that  
24  
25     cause engine oil to leak into the Class Vehicles’ engines’ combustion chamber (the  
26     “Valve Stem Seal Defect” or the “Defect”). As a result of the Defect, the Class  
27     Vehicles consume an excessive amount of engine oil in between recommended oil  
28



1 change intervals. Moreover, the Defect causes damage to the Class Vehicles' engines  
2 and other components, which are more likely to prematurely fail and need  
3 replacement due to the Defect.  
4

5 29. For instance, the defective valve stem seals in the Class Vehicles and the  
6 resulting engine oil burning in the vehicles' combustion chambers creates carbon  
7 deposits on the valves and piston crown and contaminates the spark plugs, causing the  
8 cylinder to lose power. The Defect can also cause the engine valves to fail to seal, and  
9 in turn a lack of compression and a poor running engine. In addition, the defective  
10 valve stem seals can cause excess exhaust gases in the crankcase, which result in  
11 damage to other vehicle systems.  
12  
13  
14

15 30. On November 10, 2020, Mazda acknowledged that some of the Class  
16 Vehicles consume an excessive amount of engine oil, a symptom of the Valve Stem  
17 Seal Defect. Specifically, on that date, Mazda updated its "High Engine Oil  
18 Consumption" "M-Tips" Bulletin to its dealerships, M-Tips No.: MT-005/20, to  
19 include, *inter alia*, 2021 CX-5, 2021 CX-9, and 2021 Mazda6 vehicles, and noted that  
20 "Some customers may complain about high engine oil consumption."  
21  
22

23 31. The above M-Tip Bulletin provides a process for Mazda dealerships to  
24 measure a vehicle's engine oil consumption. Specifically, it directs Mazda dealers to  
25 measure a vehicle's engine oil consumption after driving 1,200 miles and states that  
26 "[n]o repair is necessary" where a vehicle consumes less than one liter (1.06 quarts) of  
27 engine oil within 1,200 miles.  
28

1           32.    However, Mazda’s Owner’s Manual and Warranty advise the  
2 recommended oil service interval for Class Vehicles is the earlier of 10,000 miles or  
3 one year. Thus, according to Mazda, a vehicle needs to consume more than eight  
4 quarts of engine oil in between recommended oil change intervals in order to  
5 necessitate a repair for excess oil consumption, and a vehicle that consumes, for  
6 instance, 7 quarts of engine oil in between oil changes is purportedly normal and  
7 within specifications. To the contrary, there is nothing normal or expected about this  
8 rate of oil consumption, vehicles that consume less than eight quarts of engine oil  
9 between recommended oil change intervals still suffer from Valve Stem Seal Defect  
10 and should be entitled to a repair, and upon information and belief the bulletin was  
11 designed by Mazda to minimize warranty repairs and associated costs to Mazda.

12           33.    On October 4, 2021, Mazda issued Technical Service Bulletin No. 01-  
13 012/21, applicable to 2021 Mazda CX-30, CX-5, CX-9, Mazda3 and Mazda6 vehicles  
14 that were “produced before September 14, 2021.” The bulletin notes that “Some  
15 vehicles may have a ‘LOW ENGINE OIL LEVEL’ warning message and a CHECK  
16 ENGINE light illuminated in the instrument cluster, along with DTC P250F:00 stored  
17 in memory. . . . Upon inspecting the engine oil level, the level is found to be low and  
18 there doesn’t appear to be any trace of oil leakage in the engine compartment. This  
19 concern usually occurs when the mileage reaches approximately 3,100 – 4,700 miles  
20 (5,000 - 7,500km) and may also occur again after replacing or topping off the engine  
21 oil.”

1           34. The October 4, 2021 bulletin further states that “[t]he root cause of this  
2 concern has not been identified yet, therefore a repair procedure will be announced at  
3 a later date.” However, at the same time, the bulletin acknowledges that “[s]ince this  
4 issue has been reported after a valve stem seal modification, *it is very likely that valve  
5 stem seal damage is causing oil to leak into the combustion chamber.*” (emphasis  
6 supplied).  
7

8  
9           35. Regarding a repair procedure, the bulletin directs dealers that they should  
10 first “verify that the oil level is low” and if so, “verify that there is no oil leakage in  
11 the engine compartment.” “If no oil leakage is found,” the bulletin advises that dealer  
12 should “top off the engine oil to the FULL level as a temporary measure.”  
13

14  
15           36. The bulletin also directs dealers to minimize the severity of the Valve  
16 Stem Seal Defect to Class Vehicle owners by telling dealers to “[e]xplain the  
17 following to the customer: A small amount of the engine oil may be leaking into the  
18 combustion chamber, causing the oil consumption. Mazda has confirmed this oil  
19 leakage into the combustion chamber will not cause any immediate engine damage  
20 and the vehicle may be safely driven. The warning message and CHECK ENGINE  
21 light will go off by topping off the engine oil level. This is only a temporary repair  
22 and as soon as Mazda identifies the root cause, a complete repair procedure will be  
23 announced. Mazda will top off or replace the engine oil at no charge until the  
24 complete repair is provided.” Notably, Mazda does not claim that engine oil leaking  
25 into the combustion chamber will not cause long term engine damage, but only that it  
26  
27  
28

1 purportedly “will not cause any immediate damage.”

2  
3 37. On November 24, 2021, Mazda issued a revised version of Bulletin No.  
4 01-012/21. The bulletin was largely identical; however, it directs Mazda dealers that  
5 if the dealer inspects a vehicle and determines there is no oil leakage, the dealer  
6 should either “top off the engine oil to the FULL level as a temporary measure or  
7 replace the engine oil if service is due within 1000 miles or 30 days.” The bulletin  
8 continues to state that “[t]he root cause of this concern has not been identified yet,  
9 therefore a repair procedure will be announced at a later date.”  
10  
11

12 38. To date, however, Mazda has not provided its dealers with an adequate  
13 repair procedure regarding the Valve Stem Seal Defect.  
14

15 39. Thus, other Class Vehicle owners, in addition to Plaintiff, complain that  
16 they have not been provided any repair attempts regarding the actual underlying cause  
17 of their vehicles’ engine oil consumption. *See, e.g.:*  
18

- 19 • NHTSA Complaint No. 11444769, December 22, 2021 (2021 Mazda CX-5):  
20 “Bought the car brand new in May 2021, did a first oil change at around 4K  
21 miles due to the fact the car uses conventional 5w-30 oil and not synthetic  
22 oil. At around 7k miles the low oil engine light came on. Checked the dipstick  
23 and it was low. Added a quart of oil to hold me over until the next available  
24 appointment. Dealer could not find any leaks, they completed a oil change  
25 again. I went in again at 11K for another oil change. Had no problems. A few  
26 days ago at 14K low engine light came on, this time I turned the car off. Let  
27 it sit over night. Made an appointment with the dealer for the next day. Turned  
28 the car on the next morning, light went away. Both times I got a notification  
from Mazda connect services alerting me of these problems. (Please see  
attached) **I brought the car in on 12/22/21 and was told the car was low  
on oil and nothing else could be done until Mazda comes up with a  
solution.”**

1       • NHTSA Complaint No. 11451279, February 9, 2022 (2021 Mazda CX-30):  
2       “At about 3,605 miles, I received a low engine oil warning. The car is only 4  
3       months old. **When i took the car to the dealer, apparently there is a TSB**  
4       **that was issued in October 2021 about the problem. I bought the car in**  
5       **November was not advised of this issue. At this time, it appears at this**  
6       **time Mazda is unable to determine the root cause.** It appears that I am to  
7       take the vehicle to the dealer every time I have this experience. I am worried  
8       about the potential impact and the lifespan of the engine.”

9       40. Mazda had and has a duty to fully disclose the true nature of the Valve  
10       Stem Seal Defect and the associated repair costs to Class Vehicle owners, among  
11       other reasons, because the Defect poses an unreasonable safety hazard; because  
12       Mazda had and has exclusive knowledge or access to material facts about the Class  
13       Vehicles’ defective valve stem seals that were and are not known to or reasonably  
14       discoverable by Plaintiff and the other Class Members; and because Mazda has  
15       actively concealed the Valve Stem Seal Defect from its customers. Because the Class  
16       Vehicles are defective, Mazda should repair or replace each of the Class Vehicles’  
17       valve stem seals free of charge.

18  
19  
20       **Mazda’s Knowledge of the Defect**

21       41. Before Mazda sold Plaintiff his Class Vehicle, Mazda was on notice that  
22       the Class Vehicles suffered from the Valve Stem Seal Defect; however, Mazda failed  
23       to disclose the existence of the defect to Plaintiff or any other Class Vehicle owner.

24  
25       42. Mazda became aware of the Valve Stem Seal Defect through sources not  
26       available to Plaintiff and Class Members, including, but not limited to, pre-production  
27       testing, pre-production design failure mode and analysis data, production design  
28

1 failure mode and analysis data, early consumer complaints made exclusively to  
2 Mazda's network of dealers and directly to Mazda, aggregate warranty data compiled  
3 from Mazda's network of dealers, testing conducted by Mazda in response to  
4 consumer complaints, and repair order and parts data received by Mazda from  
5 Mazda's network of dealers.  
6  
7

8 43. On information and belief, during the pre-release process of designing,  
9 manufacturing, engineering, and performing durability testing on the Class Vehicles,  
10 which would have likely occurred between 2019 and early 2020, before Mazda began  
11 selling the Class Vehicles, Mazda necessarily would have gained comprehensive and  
12 exclusive knowledge about the Class Vehicles' engines and specifically the valve  
13 stem seals: the types and properties of materials used to make them, including their  
14 durability and whether those materials would weaken over time regardless of wear and  
15 use; the basic engineering principles behind their construction; and the cumulative and  
16 specific impacts on the valve stem seals and related engine components caused by  
17 wear and use, the passage of time, and environmental factors.  
18  
19  
20  
21

22 44. An adequate pre-release analysis of the design, engineering, and  
23 manufacture of the Class Vehicles would have revealed to Mazda that the valve stem  
24 seals were defective and allow engine oil to escape into the Class Vehicles' engines'  
25 combustion chambers. Thus, during the pre-release analysis stage of the Class  
26 Vehicles, Mazda would have known that the Class Vehicles were defective and would  
27 pose a safety risk to owners/lessees and the motoring public. Despite that such testing  
28

1 on the Class Vehicles revealed the Valve Stem Seal Defect to Mazda, Mazda failed to  
2 remedy the manufacturing processes with the Class Vehicles before putting the  
3 vehicles into production and selling them to the public.  
4

5 45. Mazda also knew about the Valve Stem Seal Defect because numerous  
6 consumer complaints regarding excess engine oil consumption were made directly to  
7 Mazda. The large number of complaints, and the consistency of their descriptions of  
8 the symptoms of the Defect, alerted Mazda to this serious Valve Stem Seal Defect  
9 affecting the Class Vehicles. The full universe of complaints made directly to Mazda  
10 about the Valve Stem Seal Defect is information presently in the exclusive custody  
11 and control of Mazda and is not yet available to Plaintiff prior to discovery. However,  
12 upon information and belief, many Class Vehicle owners complained directly to  
13 Mazda and Mazda dealerships and service centers about their Vehicles' excessive  
14 engine oil consumption.  
15  
16  
17  
18

19 **The NHTSA Complaints and Online Discussions of the Defect**

20 46. Upon information and belief, thousands of purchasers and lessees of the  
21 Class Vehicles have experienced the Valve Stem Seal Defect. Given how widespread  
22 the issue is and the fact that the Valve Stem Seal Defect often begins manifesting  
23 shortly after the purchase date, Class Vehicle owners have been complaining about the  
24 Valve Stem Seal Defect directly to Mazda since 2020 and have been posting such  
25 complaints online since 2021.  
26  
27  
28

47. For instance, on July 12, 2021, a 2021 Mazda3 owner wrote on a Mazda-

1 enthusiast website, “I’m a few hundred kilometres from my very first oil change being  
2 due and received a Low Engine Oil warning in the dashboard on my 2.5T. Checked  
3 the dipstick a few times, oil was just barely past the minimum mark dot (not below the  
4 min dot). Dealer changed the oil and pulled & cleared the stored DTC P250 error. Oil  
5 up back up to the max dot. No leaks or other issues found. They said to keep an eye  
6 out on it and let them know if the error returns.”<sup>2</sup> In response, other vehicle owners  
7 reported experiencing similar oil consumption issues with their Class Vehicles and  
8 reporting the same to Mazda dealers. *See id.*

12 48. On September 27, 2021 a 2021 CX-9 vehicle owner complained on a  
13 Mazda-enthusiast website that “the low oil warning light came on” in between oil  
14 change intervals.<sup>3</sup> The same owner noted that on October 2, 2021, that they had  
15 brought their vehicle to the dealership regarding their vehicle’s oil consumption, and  
16 the dealer told the owner that it was purportedly “normal for a turbocharged car to  
17 consume ‘a lot’ of oil especially my engine was still new.”<sup>4</sup> Over the following  
18 months many other Class Vehicle owners reported experiencing the Valve Stem Seal  
19 Defect.  
20  
21

23 49. On October 5, 2021, a 2021 CX-5 owner complained on a Mazda-

25 \_\_\_\_\_  
26 <sup>2</sup> <https://www.mazda3revolution.com/threads/dtc-p250-error-code-low-engine-oil.243613/> (last  
27 visited April 8, 2022).

<sup>3</sup> <https://mazdas247.com/forum/t/2021-cx-9-burning-oil.123876289/> (last visited April 8, 2022).

28 <sup>4</sup> <https://mazdas247.com/forum/t/2021-cx-9-burning-oil.123876289/page-2> (last visited April 8,  
2022).



1 enthusiast website, “I have a 2021 CX-5 bought in Nov. 2020, right now it has a little  
2 over 4500 miles on it. Not long ago after driving for about an hour, I noticed my  
3 engine oil warning light came on and the app said I have low engine oil.”<sup>5</sup> In  
4 response, on October 13, 2021, another 2021 CX-5 owner complained that they “have  
5 the same issue, oil light came on right before my first oil change and then again 2  
6 more time after that, now I am at almost 11,000 and when I went to the dealership,  
7 they opened a hot ticket with Mazda and did you know what their answer was: WE  
8 CAN’T FIX IT, you will have to drive to the dealership an top off oil every time you  
9 get that.”<sup>6</sup> Over the following months many other Class Vehicle owners reported  
10 experiencing the Valve Stem Seal Defect.<sup>7</sup>

11  
12  
13  
14  
15 50. Likewise, in or around October 2021, Class Vehicle owners complained  
16 on Reddit that they were experiencing the Valve Stem Seal Defect and had  
17 complained to Mazda dealers but were told there is nothing Mazda can do other than  
18 top off the vehicles with additional engine oil.<sup>8</sup> One such owner complained, “I’ve  
19  
20  
21

---

22 <sup>5</sup> <https://mazdas247.com/forum/t/low-engine-oil-warning-light-on-new-cx-5.123876329/> (last visited  
23 April 8, 2022).

24 <sup>6</sup> *See id.*

25 <sup>7</sup> *See e.g.*, <https://mazdas247.com/forum/t/mazda-cx-5-and-other-models-oil-consumption-tsb-wtf.123876828/> (Mazda CX-5 owner complained, “Looks like I just started having this issue on my  
26 21 CE AWD Turbo as soon as I hit 5k miles. The low oil light came on. More alarming is that I did  
27 my first oil change at 3,500 miles myself and put in 5.0 quarts so within 1,500 miles it consumed  
enough to trigger the light and when I checked the dipstick, oil is below the 2 dots about halfway.”).

28 <sup>8</sup> [https://www.reddit.com/r/CX5/comments/qczybb/any\\_one\\_else\\_with\\_the\\_25\\_turbo\\_having\\_oil/?utm\\_medium=android\\_app&utm\\_source=share](https://www.reddit.com/r/CX5/comments/qczybb/any_one_else_with_the_25_turbo_having_oil/?utm_medium=android_app&utm_source=share) (last visited April 8, 2022).

1 got a 2021 Turbo with about 12,000 miles and just had the same issue. Called the  
2 service desk and they said just top it off, it's a known issue but nothing they could do  
3 about it. Thought it was strange as we've owned several turbo or supercharged cars  
4 that were driven much harder than an SUV w/o any issues.”<sup>9</sup>  
5

6  
7 51. Moreover, Class Vehicles owners have been complaining about Valve  
8 Stem Seal Defect to NHTSA. The below example complaints, filed by consumers  
9 with the NHTSA and posted on the Internet, which on information and belief Mazda  
10 actively monitored during the relevant time period, demonstrate that the Defect is  
11 widespread and dangerous and that Mazda has known about the defect at all relevant  
12 times:  
13

- 14
- 15 • NHTSA Complaint No. 11441650, November 24, 2021 (2021 Mazda CX-5):  
16 “On Nov 4th my Mazda CX5 alerted me to low engine oil level by  
17 illuminating dashboard symbol and app notification. I attached a file  
18 containing an explanation of the issue, emails directed to Mazda corporation  
19 and Napelton Mazda in Naperville IL. I also attached screenshots of the in  
20 app notification and the Mazda TSB which I had to find on my own because  
21 Mazda coporate and both the selling/servicing dealer would not acknowledge  
22 the oil burning issue.”
  - 23 • NHTSA Complaint No. 11444769, December 22, 2021 (2021 Mazda CX-5):  
24 “Bought the car brand new in May 2021, did a first oil change at around 4K  
25 miles due to the fact the car uses conventional 5w-30 oil and not synthetic  
26 oil. At around 7k miles the low oil engine light came on. Checked the dipstick  
27 and it was low. Added a quart of oil to hold me over until the next available  
28 appointment. Dealer could not find any leaks, they completed a oil change  
again. I went in again at 11K for another oil change. Had no problems. A few  
days ago at 14K low engine light came on, this time I turned the car off. Let  
it sit over night. Made an appointment with the dealer for the next day. Turned  
the car on the next morning, light went away. Both times I got a notification

---

<sup>9</sup> *Id.*

1 from Mazda connect services alerting me of these problems. (Please see  
2 attached) I brought the car in on 12/22/21 and was told the car was low on oil  
3 and nothing else could be done until Mazda comes up with a solution.”

4 • NHTSA Complaint No. 11444904, December 24, 2021 (2021 Mazda CX-  
5 30): “Low engine oil light displayed at 7,030 miles. No leaks detected.  
6 Engine consuming oil burning in combustion chamber. Possible engine  
7 damage or failure if oil was not quickly refilled.”

8 • NHTSA Complaint No. 11451279, February 9, 2022 (2021 Mazda CX-30):  
9 “At about 3,605 miles, I received a low engine oil warning. The car is only 4  
10 months old. When i took the car to the dealer, apparently there is a TSB that  
11 was issued in October 2021 about the problem. I bought the car in November  
12 was not advised of this issue. At this time, it appears at this time Mazda is  
13 unable to determine the root cause. It appears that I am to take the vehicle to  
14 the dealer every time I have this experience. I am worried about the potential  
15 impact and the lifespan of the engine.”

16 • NHTSA Complaint No. 11459502, April 4, 2021 (2021 Mazda CX-30): The  
17 contact owns a 2021 Mazda CX-30. The contact stated that the low engine  
18 oil warning light was illuminated. The contact stated that the app used for  
19 alerting vehicle failure also notified the contact of the failure. The failure  
20 occurred twice. The dealer was contacted and informed her that it was a  
21 known issue however, there was no recall. The contact had not taken the  
22 vehicle to the dealer. The vehicle had not been diagnosed or repaired. The  
23 manufacturer was not made aware of the failure. The approximate failure  
24 mileage 3,100.

25 52. Although Mazda was aware of the widespread nature of the Valve Stem  
26 Seal Defect in the Class Vehicles, and that it posed grave safety risks, Mazda has  
27 failed to take adequate steps to notify all Class Vehicle owners of the Defect and  
28 provide relief.

53. Customers have reported the Valve Stem Seal Defect in the Class  
Vehicles to Mazda directly and through its dealers. Defendant is fully aware of the

1 Valve Stem Seal Defect contained in the Class Vehicles. Nevertheless, Defendant  
2 actively concealed the existence and nature of the Defect from Plaintiff and the other  
3 Class Members at the time of purchase or repair and thereafter. Specifically,  
4 Defendant:  
5

- 6
- 7 a. failed to disclose, at the time of purchase or repair and thereafter, any and  
8 all known material defects or material nonconformities of the Class  
9 Vehicles, including the Valve Stem Seal Defect;
  - 10 b. failed to disclose, at the time of purchase or repair and thereafter, that the  
11 Class Vehicles and their valve stem seals were not in good working order,  
12 were defective, and were not fit for their intended purpose; and
  - 13 c. failed to disclose and/or actively concealed the fact that the Class Vehicles  
14 and valve stem seals were defective, despite the fact that Defendant learned  
15 of the Valve Stem Seal Defect by at least early 2020.

16

17

18

19 54. Defendant has deprived Class Members of the benefit of their bargain,  
20 exposed them all to a dangerous safety Defect, and caused them to expend money at  
21 its dealerships or other third-party repair facilities and/or take other remedial measures  
22 related to the Valve Stem Seal Defect contained in the Class Vehicles.  
23

24 55. Defendant has not recalled the Class Vehicles to repair the Valve Stem  
25 Seal Defect, has not offered to its customers a suitable repair or replacement of parts  
26 related to the Valve Stem Seal Defect free of charge, and has not reimbursed all Class  
27 Vehicle owners and leaseholders who incurred costs for repairs related to the Valve  
28

1 Stem Seal Defect.

2 56. Class Members have not received the value for which they bargained  
3  
4 when they purchased or leased the Class Vehicles.

5 57. As a result of the Valve Stem Seal Defect, the value of the Class Vehicles  
6  
7 has diminished, including, without limitation, the resale value of the Class Vehicles.  
8 Reasonable consumers, like Plaintiff, expect and assume that their vehicles will not  
9  
10 contain serious defects with the vehicles' engines and that they will not need to add  
11  
12 additional engine oil to their vehicles in between recommended oil change intervals in  
13  
14 order to avoid engine failure. Plaintiff and Class Members further expect and assume  
15  
16 that Mazda will not sell or lease vehicles with known safety defects, such as the Valve  
17  
18 Stem Seal Defect, and will fully disclose any such defect to consumers prior to  
19  
20 purchase or offer a suitable non-defective repair. They do not expect that Mazda  
21  
22 would fail to disclose the Valve Stem Seal Defect to them, and then fail to repair the  
23  
24 Defect within a reasonable period of time under Mazda's warranty.

## 25 CLASS ACTION ALLEGATIONS

### 26 A. The Classes

27 58. Plaintiff brings this action on his own behalf, and on behalf the following  
28  
classes:

**Nationwide Class:** All persons or entities in the United States who are current  
or former owners and/or lessees of a 2021 Mazda CX-30, CX-5, CX-9,  
Mazda3, or Mazda6 vehicle.

1           **Washington Sub-Class:** All persons or entities who purchased or leased  
2 any 2021 Mazda CX-30, CX-5, CX-9, Mazda3, and Mazda6 vehicle in the  
3 State of Washington (the “Washington Class”)

4           59. Defendant and its employees or agents are excluded from the Classes.

5           **B. Numerosity**

6           60. Upon information and belief, the Classes are each so numerous that  
7  
8 joinder of all members is impracticable. While the exact number and identities of  
9 individual members of the Classes are unknown at this time, such information being  
10 in the sole possession of Defendant and obtainable by Plaintiff only through the  
11 discovery process, Plaintiff believes, and on that basis alleges, that thousands of Class  
12 Vehicles have been sold and leased nationwide and throughout Washington.  
13  
14

15           **C. Common Questions of Law and Fact**

16           61. There are questions of law and fact common to the Classes that  
17 predominate over any questions affecting only individual Class members. These  
18 questions include:  
19

- 20           a. whether the Class Vehicles suffer from the Valve Stem Seal Defect;  
21           b. whether the Valve Stem Seal Defect constitutes an unreasonable safety  
22           hazard;  
23           c. whether Defendant knows about the Valve Stem Seal Defect and, if so,  
24           how long Defendant has known of the Defect;  
25           d. whether the defective nature of the Class Vehicles’ valve stem seals  
26           constitutes a material defect;  
27  
28

1 e. whether Defendant had and has a duty to disclose the defective nature of  
2 the Class Vehicles, including their defective valve stem seals and the  
3 vehicles' resulting excess consumption of engine oil, to Plaintiff and the  
4 other Class Members;

5  
6 f. whether Plaintiff and the other Class Members are entitled to equitable  
7 relief, including, but not limited to, a preliminary and/or permanent  
8 injunction;

9  
10 g. whether Defendant knew or reasonably should have known of the Valve  
11 Stem Seal Defect contained in the Class Vehicles before it sold or leased  
12 them to Class Members; and

13  
14  
15 h. Whether Defendant breached its express warranty and the implied  
16 warranty of merchantability, engaged in fraudulent concealment and  
17 unjust enrichment, and whether Defendant violated the Washington  
18 Consumer Protection Act, RCW 19.86, *et seq.*, and the Magnuson-Moss  
19 Warranty Act, as alleged in this Complaint.  
20

21  
22 **D. Typicality**

23 62. The Plaintiff's claims are typical of the claims of the Classes since  
24 Plaintiff purchased or leased a defective Class Vehicle, as did each member of the  
25 Classes. Furthermore, Plaintiff and all members of the Classes sustained economic  
26 injuries arising out of Defendant's wrongful conduct. Plaintiff is advancing the same  
27 claims and legal theories on behalf of himself and all absent Class members.  
28

1                   **E. Protecting the Interests of the Class Members**

2                   63. Plaintiff will fairly and adequately protect the interests of the Class and  
3  
4 has retained counsel experienced in handling class actions and claims involving  
5 unlawful business practices. Neither Plaintiff nor his counsel has any interest which  
6 might cause them not to vigorously pursue this action.  
7

8                   **F. Proceeding Via Class Action is Superior and Advisable**

9                   64. A class action is the superior method for the fair and efficient  
10 adjudication of this controversy. The injury suffered by each individual Class  
11 member is relatively small in comparison to the burden and expense of individual  
12 prosecution of the complex and extensive litigation necessitated by Defendant's  
13 conduct. It would be virtually impossible for members of the Class individually to  
14 redress effectively the wrongs done to them. Even if the members of the Class could  
15 afford such individual litigation, the court system could not. Individualized litigation  
16 presents a potential for inconsistent or contradictory judgments. Individualized  
17 litigation increases the delay and expense to all parties, and to the court system,  
18 presented by the complex legal and factual issues of the case. By contrast, the class  
19 action device presents far fewer management difficulties, and provides the benefits of  
20 single adjudication, an economy of scale, and comprehensive supervision by a single  
21 court. Upon information and belief, members of the Classes can be readily identified  
22 and notified based on, *inter alia*, Defendant's vehicle identification numbers, warranty  
23 claims, registration records, and database of complaints.  
24  
25  
26  
27  
28



1 65. Defendant has acted, and refused to act, on grounds generally applicable  
2 to the Classes, thereby making appropriate final equitable relief with respect to the  
3 Classes as a whole.  
4

5 **FIRST CAUSE OF ACTION**  
6 **Breach of Implied and Express Warranties Pursuant to the Magnuson-Moss**  
7 **Warranty Act, 15 U.S.C. §2301, et seq.**  
8 **(Plaintiff on behalf of the Nationwide Class or in the alternative the Washington**  
9 **Sub-Class)**

10 66. Plaintiff incorporates by reference all of the above paragraphs of this  
11 Complaint as though fully stated herein.  
12

13 67. Plaintiff and members of the Classes are each a “consumer” as defined in  
14 15 U.S.C. § 2301(3).  
15

16 68. Defendant is a “supplier” and “warrantor” as defined in 15 U.S.C. §  
17 2301(4) and (5).  
18

19 69. The Class Vehicles are each a “consumer product” as defined in 15  
20 U.S.C. § 2301(6). 15 U.S.C. § 2310(d)(1) provides a cause of action for any  
21 consumer who is damaged by the failure of a warrantor to comply with the written and  
22 implied warranties.  
23

24 70. 15 U.S.C. § 2304(a)(1) requires Defendant, as a warrantor, to remedy any  
25 defect, malfunction or nonconformance of the Class Vehicles within a reasonable time  
26 and without charge to the Plaintiff and Class members.  
27

28 71. The Defendant’s sale of the defective Class Vehicles and its failure

1 and/or refusal to repair the Class Vehicles' Valve Stem Seal Defect within the  
2 applicable warranty period constitutes a breach of the written and implied warranties  
3 applicable to the Class Vehicles.  
4

5 72. Defendant has failed to remedy the Class Vehicles' defects within a  
6 reasonable time, and/or a reasonable number of attempts, thereby breaching the  
7 written and implied warranties applicable to the Class Vehicles.  
8

9 73. As a result of Defendant's breaches of the written and implied warranties,  
10 and Defendant's failure to remedy the same within a reasonable time, Plaintiff and  
11 class members have suffered damaged.  
12

13 **SECOND CAUSE OF ACTION**  
14 **Fraudulent Concealment**

15 **(Plaintiff on behalf of the Nationwide Class or in the alternative the Washington**  
16 **Sub-Class)**

17 74. Plaintiff incorporates by reference all allegations contained in this  
18 Complaint as though fully stated herein.  
19

20 75. By failing to disclose and concealing the defective nature of the Class  
21 Vehicles' valve stem seals and the resulting excess engine oil consumption from  
22 Plaintiff and Class Members, Mazda concealed and suppressed material facts  
23 concerning the performance and quality of the Class Vehicles.  
24

25 76. Defendant knew that the Class Vehicles' engines, and specifically the  
26 valve stem seals, suffered from an inherent defect, were defectively manufactured or  
27 made, would fail prematurely, and were not suitable for their intended use.  
28

1           77. Defendant was under a duty to Plaintiff and the Class Members to  
2 disclose the defective nature of the Class Vehicles, including the defective engines  
3 and valve stem seals, and/or the associated repair costs because:

- 5           a. Defendant was in a superior position to know the true state of facts about  
6 the safety defect contained in the Class Vehicles' engines;  
7  
8           b. Plaintiff and the Class Members could not reasonably have been expected  
9 to learn or discover that vehicles' engines have a dangerous safety defect  
10 until after they purchased the Class Vehicles; and  
11  
12           c. Defendant knew that Plaintiff and the Class Members could not reasonably  
13 have been expected to learn about or discover the Valve Stem Seal Defect.  
14

15           78. On information and belief, Mazda still has not made full and adequate  
16 disclosures, and continues to defraud consumers by concealing material information  
17 regarding the Valve Stem Seal Defect and the performance and quality of Class  
18 Vehicles.  
19

20           79. The facts concealed or not disclosed by Defendant to Plaintiff and Class  
21 Members are material in that a reasonable person would have considered them to be  
22 important in deciding whether or not to purchase the Class Vehicles.  
23

24           80. Plaintiff and the Class relied on Defendant to disclose material  
25 information it knew, such as the Valve Stem Seal Defect in the Class Vehicles, and  
26 not to induce them into a transaction they would not have entered had the Defendant  
27 disclosed this information.  
28

1           81. By failing to disclose the Valve Stem Seal Defect, Defendant knowingly  
2 and intentionally concealed material facts and breached its duty not to do so.  
3

4           82. The facts concealed or not disclosed by Defendant to Plaintiff and the  
5 other Class Members are material because a reasonable consumer would have  
6 considered them to be important in deciding whether or not to purchase the Class  
7 Vehicles, or to pay less for them.  
8

9           83. Had Plaintiff and other Class Members known that the Class Vehicles'  
10 engines and valve stem seals were defective, they would not have purchased the Class  
11 Vehicles or would have paid less for them.  
12

13           84. Plaintiff and the other Class Members are reasonable consumers who do  
14 not expect that their vehicles will suffer from a Valve Stem Seal Defect, consume an  
15 excessive amount of engine oil in between oil changes, or suffer from premature  
16 engine damage and failures. That is the reasonable and objective consumer  
17 expectation for vehicles.  
18

19           85. As a result of Defendant's misconduct, Plaintiff and the other Class  
20 Members have been harmed and have suffered actual and economic damages in that  
21 the Class Vehicles are defective and require repairs or replacement and are worth less  
22 money because of the Defect.  
23

24           86. Accordingly, Mazda is liable to Plaintiff and Class Members for damages  
25 in an amount to be proven at trial.  
26

27           87. Mazda's actions and omissions were done maliciously, oppressively,  
28

1 deliberately, with intent to defraud, and in reckless disregard of Plaintiff's and the  
2 Class's rights and well-being, to enrich Mazda. Mazda's conduct warrants an  
3 assessment of punitive damages in an amount sufficient to deter such conduct in the  
4 future, which amount is to be determined according to proof.  
5

6 88. Furthermore, as the intended and expected result of its fraud and  
7 conscious wrongdoing, Mazda has profited and benefited from Plaintiff's and Class  
8 Members' purchase of Class Vehicles containing the Valve Stem Seal Defect. Mazda  
9 has voluntarily accepted and retained these profits and benefits with full knowledge  
10 and awareness that, as a result of Mazda's misconduct alleged herein, Plaintiff and  
11 Class Members were not receiving vehicles of the quality, nature, fitness, or value that  
12 had been represented by Mazda, and that a reasonable consumer would expect.  
13  
14

15 89. Mazda has been unjustly enriched by its fraudulent, deceptive, and  
16 otherwise unlawful conduct in connection with the sale and lease of Class Vehicles  
17 and by withholding benefits from Plaintiff and Class Members at the expense of these  
18 parties. Equity and good conscience militate against permitting Mazda to retain these  
19 profits and benefits, and Mazda should be required to make restitution of its ill-gotten  
20 gains resulting from the conduct alleged herein.  
21  
22  
23

24 **THIRD CAUSE OF ACTION**  
25 **Unjust Enrichment**

26 **(Plaintiff on behalf of the Nationwide Class or in the alternative the Washington**  
27 **Sub-Class)**

28 90. Plaintiff incorporates by reference all allegations contained in this

1 Complaint as though fully stated herein.

2 91. Mazda has long known that about the Valve Stem Seal Defect which it  
3 concealed and failed to disclose to Plaintiff and Class Members.  
4

5 92. As a result of its fraudulent acts and omissions related to the Valve Stem  
6 Seal Defect, Mazda obtained monies which rightfully belong to Plaintiff and the Class  
7 Members to the detriment of Plaintiff and Class Members.  
8

9 93. Mazda appreciated, accepted, and retained the non-gratuitous benefits  
10 conferred by Plaintiff and the proposed Class Members who, without knowledge of  
11 the Valve Stem Seal Defect, paid a higher price for their vehicles which actually had  
12 lower values. Mazda also received monies for vehicles that Plaintiff and the Class  
13 Members would not have otherwise purchased or leased.  
14  
15

16 94. It would be inequitable and unjust for Mazda to retain these wrongfully  
17 obtained profits.  
18

19 95. Mazda's retention of these wrongfully obtained profits would violate the  
20 fundamental principles of justice, equity, and good conscience.  
21

22 96. As a result of Defendant's unjust enrichment, Plaintiff and Class  
23 Members have suffered damages.

24 97. Plaintiff does not seek restitution under their Unjust Enrichment claim.  
25 Rather, Plaintiff and Class Members seek non-restitutionary disgorgement of the  
26 financial profits that Defendant obtained as a result of its unjust conduct.  
27

28 98. Additionally, Plaintiff seeks injunctive relief to compel Defendant to

1 offer, under warranty, remediation solutions that Defendant identifies. Plaintiff also  
2 seeks injunctive relief enjoining Defendant from further deceptive distribution, sales,  
3 and lease practices with respect to Class Vehicles, enjoining Defendant from selling  
4 the Class Vehicles with the misleading information; compelling Defendant to provide  
5 Class members with adequate repairs and/or replacement components that do not  
6 contain the defects alleged herein; and/or compelling Defendant to reform its  
7 warranty, in a manner deemed to be appropriate by the Court, to cover the injury  
8 alleged and to notify all Class Members that such warranty has been reformed.  
9 Money damages are not an adequate remedy for the above requested non-monetary  
10 injunctive relief.

11  
12  
13  
14  
15 **FOURTH CAUSE OF ACTION**  
16 **Violation of the Washington Consumer Protection Act, RCW 19.86, *et seq.***  
17 **(Plaintiff on behalf of the Washington Sub-Class)**

18 99. Plaintiff incorporates by reference all allegations contained in this  
19 Complaint as though fully stated herein.

20  
21 100. The Washington Consumer Protection Act, RCW 19.86.020 provides that  
22 “[u]nfair methods of competition and unfair or deceptive acts or practices in the  
23 conduct of any trade or commerce are hereby declared unlawful.”

24  
25 101. Plaintiff, Defendant, and the Washington Class Members are each  
26 “persons” under RCW 19.86.010(1).

27  
28 102. At all relevant times, Defendant has engaged in “trade” and “commerce”

1 under RCW 19.86.010(2) by advertising, offering for sale, selling, leasing, and/or  
2 distributing vehicles in the state of Washington.  
3

4 103. The allegations set forth herein constitute unfair and deceptive acts and  
5 practices in violation of the Washington Consumer Protection Act.  
6

7 104. By failing to disclose and concealing the defective nature of the Class  
8 Vehicles' engines and valve stem seals from Plaintiff and Washington Class  
9 Members, Defendant violated the Washington Consumer Protection Act as it  
10 represented that the Class Vehicles had characteristics and benefits that they do not  
11 have, represented that the Class Vehicles were of a particular standard, quality, or  
12 grade when they were of another, and advertised the Class Vehicles with the intent not  
13 to sell them as advertised.  
14  
15

16 105. Defendant's unfair and deceptive acts or practices occurred repeatedly in  
17 Defendant's trade or business, were capable of deceiving a substantial portion of the  
18 purchasing public, affect the public interest, and impose a serious safety risk on the  
19 public.  
20  
21

22 106. Defendant knew that the Class Vehicles suffered from the Valve Steam  
23 Seal Defect, were defectively manufactured or made, would fail prematurely, and  
24 were not suitable for their intended use.  
25

26 107. Defendant was under a duty to Plaintiff and the Washington Class  
27 Members to disclose the defective nature of the Class Vehicles' engines and valve  
28 stem seals, the symptoms of such defects and/or the associated repair costs because:



- 1 a. Defendant was in a superior position to know the true state of facts about  
2 the safety Valve Stem Seal Defect contained in the Class Vehicles;  
3  
4 b. Plaintiff and the Washington Class Members could not reasonably have  
5 been expected to learn or discover that their vehicles' engines have a  
6 dangerous safety defect until after they purchased the Class Vehicles; and,  
7  
8 c. Defendant knew that Plaintiff and the Washington Class Members could  
9 not reasonably have been expected to learn about or discover the Valve  
10 Stem Seal Defect.  
11

12 108. The facts concealed or not disclosed by Defendant to Plaintiff and  
13 Washington Class Members are material in that a reasonable person would have  
14 considered them to be important in deciding whether or not to purchase the Class  
15 Vehicles.  
16

17 109. Plaintiff and the Washington Class relied on Defendant to disclose  
18 material information it knew, such as the defective nature of the engines and valve  
19 stem seals in the Class Vehicles, and not to induce them into a transaction they would  
20 not have entered had the Defendant disclosed this information.  
21  
22

23 110. By failing to disclose the Valve Stem Seal Defect, Defendant knowingly  
24 and intentionally concealed material facts and breached its duty not to do so.  
25

26 111. Moreover, Defendant's intentional concealment of and failure to disclose  
27 the Valve Stem Seal Defect took advantage of Plaintiff and Class Members' lack of  
28 knowledge, ability, and experience to a grossly unfair degree.

1           112. The facts concealed or not disclosed by Defendant to Plaintiff and the  
2 other Washington Class Members are material because a reasonable consumer would  
3 have considered them to be important in deciding whether or not to purchase the Class  
4 Vehicles, or to pay less for them.  
5

6           113. Had Plaintiff and other Washington Class Members known that the Class  
7 Vehicles suffer from the Valve Steam Seal Defect, they would not have purchased the  
8 Class Vehicles or would have paid less for them.  
9

10           114. Plaintiff and the other Washington Class Members are reasonable  
11 consumers who do not expect that their vehicles will suffer from a Valve Stem Seal  
12 Defect, do not expect that they will have to add quarts of engine oil to their vehicles in  
13 between recommended oil change intervals, and do not expect their vehicles will  
14 experience premature engine damage and failure. That is the reasonable and objective  
15 consumer expectation for vehicles.  
16  
17

18           115. As a result of Defendant's misconduct, Plaintiff and the other  
19 Washington Class Members have been harmed and have suffered actual and economic  
20 injuries and damages in that the Class Vehicles are defective and require repairs or  
21 replacement and are worth less money because of the Defect.  
22

23           116. Plaintiff has provided adequate notice to Defendant.  
24

25           117. Plaintiff and the Washington Class should be awarded three times the  
26 amount of their economic damages because Defendant intentionally concealed and  
27 failed to disclose the defective nature of the Class Vehicles  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**FIFTH CAUSE OF ACTION**

**Breach of the Implied Warranty of Merchantability Pursuant to RCW 62A.2-314**

**(Plaintiff on behalf of the Washington Sub-Class)**

118. Plaintiff incorporates by reference all allegations contained in this Complaint as though fully stated herein.

119. Defendant is a merchant with respect to motor vehicles.

120. The Class Vehicles were subject to implied warranties of merchantability running from the Defendant to Plaintiff and the Washington Class Members.

121. An implied warranty that the Class Vehicles were merchantable arose by operation of law as part of the sale or lease of the Class Vehicles.

122. Defendant breached the implied warranty of merchantability in that the Class Vehicles suffer from the defects referenced herein and thus were not in merchantable condition when Plaintiff and Washington Class Members purchased or leased the Class Vehicles, or at any time thereafter, and the Class Vehicles are unfit for the ordinary purposes for which such vehicles are used. Specifically, the Class Vehicles were and are not fit for their ordinary purpose of providing reasonably reliable and safe transportation because the Class Vehicles suffer from a Valve Stem Seal Defect that can result in engine failure and can make driving unreasonably dangerous.

123. As a result of Defendant’s breach of the applicable implied warranties, owners and lessees of the Class Vehicles suffered an ascertainable loss of money,

1 property, and/or value of their Class Vehicles. Defendant's actions, as complained of  
2 herein, breached the implied warranty that the Class Vehicles were of merchantable  
3 quality and fit for such use.  
4

5 **SIXTH CAUSE OF ACTION**  
6 **Breach of Express Warranty Pursuant to RCW 62A.2-313**  
7 **(Plaintiff on behalf of the Washington Sub-Class)**  
8

9 124. Plaintiff incorporates by reference all allegations contained in this  
10 Complaint as though fully stated herein.

11 125. In connection with the sale or lease of the Class Vehicles to Plaintiff and  
12 Washington Class Members, Mazda provided Plaintiff and Washington Class  
13 Members with a New Vehicle Limited Warranty, under which it agreed to repair or  
14 replace defective components within the first 36 months or 36,000 miles in service,  
15 whichever comes first. In addition, Mazda provided Plaintiff and Washington Class  
16 Members with a Powertrain Limited Warranty, under which it agreed to repair or  
17 replace defective powertrain components within the first 60 months or 60,000 miles,  
18 whichever comes first.  
19  
20  
21

22 126. Plaintiff and Washington Class Members relied on Defendant's  
23 warranties when they agreed to purchase or lease the Class Vehicles, and Defendant's  
24 warranties were part of the basis of the bargain.  
25

26 127. Plaintiff and the Washington Class Members submitted their Vehicles for  
27 warranty repairs as referenced herein. Defendant failed to comply with the terms of  
28

1 the express written warranty provided to each Class member, by failing and/or  
2 refusing to repair the Valve Stem Seal Defect under the vehicle's warranty as  
3 described herein.  
4

5 128. Plaintiff and Washington Class Members have given Defendant  
6 reasonable opportunities to cure the Valve Stem Seal Defect, but Defendant has been  
7 unable and/or has refused to do so within a reasonable time.  
8

9 129. As a result of said nonconformities, Plaintiff and Washington Class  
10 Members cannot reasonably rely on the Class Vehicles for the ordinary purpose of  
11 safe, reliable, comfortable, and efficient transportation.  
12

13 130. Plaintiff and Washington Class Members could not reasonably have  
14 discovered said nonconformities with the Class Vehicles prior to Plaintiff's and  
15 Washington Class Members' acceptance of the Class Vehicles.  
16

17 131. Plaintiff and Washington Class Members would not have purchased or  
18 leased the Class Vehicles, or would have paid less for the Class Vehicles, had they  
19 known, prior to their respective time of purchase or lease, that Class Vehicles  
20 contained the Valve Stem Seal Defect.  
21

22 132. As a direct and proximate result of the willful failure of Defendant to  
23 comply with its obligations under the express warranties, Plaintiff and Washington  
24 Class Members have suffered actual and consequential damages. Such damages  
25 include, but are not limited to, the loss of the use and enjoyment of their vehicles, and  
26 a diminution in the value of the vehicles containing the defects identified herein.  
27  
28

**DEMAND FOR RELIEF**

WHEREFORE, Plaintiff, on behalf of himself and all others similarly situated, prays for judgment against Defendant as follows:

- a. An order certifying the proposed Classes, designating Plaintiff as named representative of the Classes, and designating the undersigned as Class Counsel;
- b. An order awarding Plaintiff and class members their actual damages, incidental and consequential damages, punitive damages, and/or other form of monetary relief provided by law;
- c. An order awarding Plaintiff and the Classes restitution, disgorgement, or other equitable relief as the Court deems proper;
- d. Equitable relief including, but not limited to, replacement of the Class Vehicles with new vehicles, or repair of the defective Class Vehicles with an extension of the express warranties and service contracts which are or were applicable to the Class Vehicles;
- e. A declaration requiring Defendant to comply with the various provisions of the state and federal consumer protection statutes herein alleged and to make all the required disclosures;
- f. Reasonable attorneys' fees and costs;
- g. Pre-judgment and post-judgment interest, as provided by law;

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

- h. Plaintiff demands that Defendant perform a recall and repair all Class Vehicles; and
- i. Such other and further relief as this Court deems just and proper.

**TRIAL BY JURY DEMANDED ON ALL COUNTS**

DATED: April 18, 2022

By:  /s/ Trinette G. Kent  
Trinette G. Kent, Esq.  
Lemberg Law, LLC  
*Attorneys for Plaintiff*

<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE</b> STREET ADDRESS: 700 W. Civic Center DRIVE MAILING ADDRESS: 700 W. Civic Center Drive CITY AND ZIP CODE: Santa Ana 92701 BRANCH NAME: Central Justice Center	FOR COURT USE ONLY <b>FILED</b> SUPERIOR COURT OF CALIFORNIA COUNTY OF ORANGE  <b>Apr 19, 2022</b>  Clerk of the Court By: Jessica Duarte, Deputy
PLANTIFF: Gary Guthrie	
DEFENDANT: Mazda Motor of America, Inc.	
Short Title: GUTHRIE VS. MAZDA MOTOR OF AMERICA, INC.	CASE NUMBER: 30-2022-01255320-CU-BC-CJC
<b>NOTICE OF HEARING          CASE MANAGEMENT CONFERENCE</b>	

Please take notice that a(n), Case Management Conference has been scheduled for hearing on 09/19/2022 at 08:30:00 AM in Department C23 of this court, located at Central Justice Center.

**Plaintiff(s)/Petitioner(s) to provide notice to all defendant(s)/respondent(s).** Parties who file pleadings that add new parties to the proceeding must provide notice of the Case Management Conference to the newly added parties.

**IMPORTANT:** Prior to your hearing date, please check the Court's website for the most current instructions regarding how to appear for your hearing and access services that are available to answer your questions.

Civil Matters - <https://www.occourts.org/media-relations/civil.html>

Probate/Mental Health - <https://www.occourts.org/media-relations/probate-mental-health.html>

Appellate Division - <https://www.occourts.org/media-relations/appeals-records.html>

**IMPORTANTE:** Antes de la fecha de su audiencia, visite el sitio web de la Corte para saber cuáles son las instrucciones más actuales para participar en la audiencia y tener acceso a los servicios disponibles para responder a sus preguntas.

Casos Civiles - <https://www.occourts.org/media-relations/civil.html>

Casos de Probate y Salud Mental - <https://www.occourts.org/media-relations/probate-mental-health.html>

División de apelaciones - <https://www.occourts.org/media-relations/appeals-records.html>

**QUAN TRỌNG:** Trước ngày phiên tòa của quý vị, vui lòng kiểm tra trang mạng của tòa án để biết những hướng dẫn mới nhất về cách ra hầu phiên tòa của quý vị và tiếp cận những dịch vụ hiện có để giải đáp những thắc mắc của quý vị.

Vấn Đề Dân Sự - <https://www.occourts.org/media-relations/civil.html>

Thủ Tục Di Chúc/Sức Khỏe Tinh Thần - <https://www.occourts.org/media-relations/probate-mental-health.html>

Ban phúc thẩm - <https://www.occourts.org/media-relations/appeals-records.html>

Clerk of the Court, By:  , Deputy



<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE</b> Central Justice Center 700 W. Civic Center DRIVE Santa Ana 92701	
<b>SHORT TITLE:</b> GUTHRIE VS. MAZDA MOTOR OF AMERICA, INC.	
<b>CLERK'S CERTIFICATE OF SERVICE BY MAIL</b>	<b>CASE NUMBER:</b> <b>30-2022-01255320-CU-BC-CJC</b>

I certify that I am not a party to this cause. I certify that a true copy of the above Notice of Hearing has been placed for collection and mailing so as to cause it to be mailed in a sealed envelope with postage fully prepaid pursuant to standard court practices and addressed as indicated below. The certification occurred at Santa Ana, California, on 04/19/2022. Following standard court practice the mailing will occur at Sacramento, California on 04/20/2022.

Clerk of the Court, by:  \_\_\_\_\_, Deputy

LEMBERG LAW, LLC  
1100 W TOWN & COUNTRY ROAD # 1250  
ORANGE, CA 92868

POS-015

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO: 222020 NAME: Trinetta G. Kent FIRM NAME: Lemberg Law, LLC STREET ADDRESS: 1100 West Town & Country Rd., Ste 1250 CITY: Orange STATE: CA ZIP CODE: 92868 TELEPHONE NO. (480) 247-9644 FAX NO.: E-MAIL ADDRESS: tkent@lemborglaw.com ATTORNEY FOR (Name): Gary Guthrie	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange STREET ADDRESS: 700 Civic Center Drive West MAILING ADDRESS: CITY AND ZIP CODE: Santa Ana, CA 92701 BRANCH NAME: Central Justice Center	
Plaintiff/Petitioner: Gary Guthrie, on behalf of himself and all those similarly situated Defendant/Respondent: Mazda Motor of America, Inc.	
NOTICE AND ACKNOWLEDGMENT OF RECEIPT—CIVIL	CASE NUMBER: 30-2022-01255320-CU-BC-CJC

TO (insert name of party being served): Mazda Motor of America, Inc.

**NOTICE**

The summons and other documents identified below are being served pursuant to section 415.30 of the California Code of Civil Procedure. Your failure to complete this form and return it within 20 days from the date of mailing shown below may subject you (or the party on whose behalf you are being served) to liability for the payment of any expenses incurred in serving a summons on you in any other manner permitted by law.

If you are being served on behalf of a corporation, an unincorporated association (including a partnership), or other entity, this form must be signed by you in the name of such entity or by a person authorized to receive service of process on behalf of such entity. In all other cases, this form must be signed by you personally or by a person authorized by you to acknowledge receipt of summons. If you return this form to the sender, service of a summons is deemed complete on the day you sign the acknowledgment of receipt below.

Date of mailing: 05/06/2022

Shannon Heuston  
(TYPE OR PRINT NAME)

  
(SIGNATURE OF SENDER—MUST NOT BE A PARTY IN THIS CASE)


**ACKNOWLEDGMENT OF RECEIPT**

This acknowledges receipt of (to be completed by sender before mailing):

- A copy of the summons and of the complaint.
- Other (specify): Notice of Hearing

(To be completed by recipient):

Date this form is signed: 5/17/2022  
 Mazda Motor of America, Inc.  
 (TYPE OR PRINT YOUR NAME AND NAME OF ENTITY, IF ANY, ON WHOSE BEHALF THIS FORM IS SIGNED)

 ASST. GENERAL COUNSEL  
 (SIGNATURE OF PERSON ACKNOWLEDGING RECEIPT, WITH TITLE IF ACKNOWLEDGMENT IS MADE ON BEHALF OF ANOTHER PERSON OR ENTITY)

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Valve Stem Seal Defect in 2021 Mazda Vehicles Linked to Excessive Oil Consumption, Class Action Claims](#)

---