

1 Robert L. Starr (183052)
robert@starrlaw.com
2 Adam M. Rose (210880)
adam@starrlaw.com
3 Theodore R. Tang, Esq. (313294)
theodore@starrlaw.com
4 **THE LAW OFFICE OF ROBERT L.
STARR, APC**
5 23901 Calabasas Road, STE #2072
Calabasas, CA 91302
6 Telephone: (818) 225-9040
Facsimile: (818) 225-9042

Manny Starr (319778)
manny@frontierlawcenter.com
Frontier Law Center
23901 Calabasas Road, #2074
Calabasas, CA 91302
Telephone: (818) 914-3433
Facsimile: (818) 914-3433

Assigned for All Purposes

7
8 Jordan L. Lurie, State Bar No. 130013
jllurie@pomlaw.com
9 Ari Y. Bassar, State Bar No. 272618
abassar@pomlaw.com
10 **POMERANTZ LLP**
11 1100 Glendon Avenue
15th Floor Los Angeles, CA 90024
Telephone: (310) 432-8492

Judge Glenda Sanders

CX-101

12 Attorneys for Plaintiff
Liyila Marinova

13 **SUPERIOR COURT OF CALIFORNIA**

14 **COUNTY OF ORANGE**

15
16 LIYILA MARINOVA, individually, and on
17 behalf of all others similarly situated,

Case No.: 30-2022-01265314-CU-BT-CXC

18 Plaintiff,

CLASS ACTION COMPLAINT

19 v.

1. Violation of Bus. & Prof. Code § 17200

20 Mazda MOTOR OF AMERICA, INC; and
21 DOES 1 through 10, inclusive,

22 Defendants.

23
24 Plaintiff Liyila Marinova (“Plaintiff”) hereby brings this class action on behalf of herself,
25 and all others similarly situated, against Defendants Mazda Motor of America, Inc. (“Mazda”) and
26 DOES 1 through 10, inclusive. This action is based on personal knowledge relating to Plaintiff’s
27 own actions, and on information and belief based on the investigation of counsel.
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INTRODUCTORY ALLEGATIONS

1) This matter arises from Defendant Mazda’s unlawful failure to tender a statutorily compliant emissions warranty for the vehicles that Mazda distributes in the state of California.

2) In an effort by Mazda to minimize its warranty exposure, Mazda has unilaterally and unlawfully limited the parts that are covered under Mazda’s application of the California Emissions Warranty, and when these parts are defective, instead of covering the parts and related repairs under the California Emissions Warranty, Mazda refuses to cover the parts under the California Emissions Warranty, harming its customers.

3) In 1990, the California Air Resource Board (“CARB”) submitted, and the State Legislature adopted, California Code of Regulation §§ 2035, *et seq.*, which, amongst other things, requires all vehicle manufacturers to ensure that any new motor vehicle sold in California is accompanied by a “statutorily compliant” general emissions warranty.

4) In order to be “statutorily compliant,” the emissions warranty must provide coverage for defects “which cause the failure of a warranted part [or] which would cause the vehicle’s on-board diagnostic malfunction indicator light to illuminate, for a period of three years, 3-years 3-years or 50,000 miles, whichever occurs first[.]” [13 CCR § 2037(b)(2)].

5) A “warranted part” is defined as any part installed by a manufacturer “which affects any regulated emission from a motor vehicle or engine[.]” [13 CCR § 2035(c)(2)(B)].

6) When the part is considered to be a “high-priced” warranted part, the manufacturer must extend the emissions warranty from three years/50,000-miles, to 7-years or 70,000-miles. [13 CCR § 2037(b)(3)].

7) Relevant to this case are specifically the combustion chamber cylinder heads (“cylinder heads”) on vehicles distributed by Mazda in California under the Mazda brand name (“Class Vehicles”). There are numerous reasons why cylinder heads are emissions related parts. These reasons include, but are not limited to, the following: (a) on June 1, 1990, CARB published a list of examples of “emissions-related” parts, as defined by 13 CCR § 1900(b)(3), and cylinder heads are expressly identified on that list of “emissions-related” parts. Thus, because cylinder heads are “emissions-related” parts “which affects regulated emissions,” they must also be

1 classified as a “warranted part” pursuant to 13 CCR § 2035(c)(2)(B); (b) When a cylinder head is
2 defective and fails to perform as intended, there is an increase in regulated emissions; and (c) When
3 a cylinder head is defective and fails to perform as intended, the vehicle’s on-board diagnostic
4 malfunction indicator light to illuminates.

5 8) As alleged in greater detail below, not only are the cylinder heads “warranted parts,”
6 but they are “high-priced” warranted parts whose repair or replacement is covered under the
7 California emissions warranty for 7-years or 70,000-miless.

8 9) Yet, in an effort to minimize its warranty costs, Mazda has unilaterally, wrongfully,
9 and unlawfully excluded many parts, including but not limited to cylinder heads, from being
10 covered under Mazda’s emissions warranty as “emissions-related” parts, “warranted parts”, and
11 “high-priced” warranted parts. On information and belief, Mazda has never treated cylinder heads
12 as “emissions-related” parts, has never treated cylinder heads as “warranted parts”, and has never
13 treated cylinder heads as “high-priced” warranted parts. As a result, Class Members, including
14 Plaintiff, have wrongfully been denied warranty coverage.

15 10) As a result of Mazda’s systematic refusal to provide the proper emissions warranty
16 coverage, Mazda has wrongfully required Plaintiff Liyila Marinova, and thousands of other Class
17 Members, to pay out-of-pocket for repairs which should have been conducted free of charge under
18 California’s 7-years or 70,000-miless emissions warranty.

19 11) Further, as alleged below, by failing to cover the cylinder head under the California
20 Emissions Warranty, Mazda also failed to provide a fully compliant California Emissions Warranty
21 for all Class Vehicles at the time of sale, resulting in Class members overpaying for their vehicles.

22 12) Plaintiff, on behalf of herself and all others similarly situated, seeks redress for
23 Mazda’s violations of California law based on the causes of action set forth below. In addition,
24 Plaintiff seeks an order, *inter alia*, enjoining Mazda’s conduct; directing it to inform Class
25 Members that repair and/or replacement of cylinder heads are covered under the 7-years or 70,000-
26 miles emissions warranty; directing Mazda to provide warranty coverage for the repair and
27 replacement of defective Class Vehicle cylinder heads during the first 7-years or 70,000 miles of
28 vehicle service; and for restitution relating to Mazda’s failure to provide a compliant California

1 Emissions Warranty.

2 **PARTIES**

3 13) Plaintiff Liyila Marinova is a resident of Sonoma County, State of California, and
4 was at all times relevant residing therein. Plaintiff is the owner of a Class Vehicle, specifically, a
5 new 2018 Mazda CX-9, VIN # JM3TCBEY0J0217846 (the “Subject Vehicle”).

6 14) Defendant Mazda Motor of America is a California corporation with its principal
7 place of business located in Irvine, California.

8 15) All acts and omissions of Mazda’s employees, agents, associates, partners, parents,
9 or subsidiaries as alleged herein occurred while they were acting within the course and scope of
10 their duties and Mazda is therefore responsible to Plaintiff under the doctrine of Respondeat
11 Superior and/or other doctrines.

12 16) Plaintiff is unaware of the true names or capacities of the Defendants sued herein as
13 DOES 1 through 10, (“Doe Defendants”), and therefore sues said Doe Defendants by such
14 fictitious names. Plaintiff will seek leave of Court to amend this Complaint to insert the true names
15 and capacities of such Doe Defendants when such information has been obtained. Plaintiff is
16 informed and believes, and based on such information and belief alleges, that each of the
17 fictitiously named Doe Defendants participated in some way in the wrongful acts and omissions
18 alleged herein.

19 **JURISDICTION AND VENUE**

20 17) The amount in controversy for the aggregate claim of the Class is in excess of
21 \$5,000,000.

22 18) This action is properly filed in Orange County because Mazda’s principal place of
23 business is Orange County and because Mazda’s wrongful conduct emanated from Orange County.

24 19) This Court has jurisdiction over Defendants because Defendants’ unlawful conduct
25 as alleged herein occurred in Orange County, California and Plaintiff suffered damages from such
26 conduct within this County.

27 **BACKGROUND ALLEGATIONS**

28 20) In order to understand the widespread effect of Mazda’s unlawful conduct as

1 alleged, it is important to identify the statutory provisions at issue.

2 21) In September 1990, and pursuant to its broad authority to regulate and reduce
3 vehicle emissions under Health and Safety Code §§ 43013(a) and 43205, CARB submitted, and the
4 Legislature adopted, California Code of Regulation (“CCR”) §§ 2035, *et seq.*, otherwise known as
5 the “Emission Control System Warranty Requirements for 1990 and Subsequent Model Year
6 Passenger Cars, Light-Trucks, and Medium-Duty Vehicles.”

7 22) The Regulations require manufacturers to provide warranty coverage for defects
8 relating to “warranted parts.” As defined by the Regulations, a “warranted part” includes any part
9 whose malfunction is required to, or can, cause the vehicle’s Malfunction Indicator Light (“MIL”)
10 to illuminate—even though the primary function of the defective component is not directly related
11 to emissions control. [13 CCR § 2035(c)(2)(B)].

12 23) The MIL is a light located on the driver’s side instrument panel that, when
13 illuminated, is amber in color and displays either a “Check Engine/Powertrain” message; a
14 “Service Engine/Powertrain Soon” message; or the International Standards Organization “engine
15 symbol.”

16 24) The MIL illuminates to notify the driver of detected malfunctions in the vehicle’s
17 on-board diagnostic emission systems. In layman’s terms, this means that when the MIL is
18 illuminated, an emissions-related defect has been detected in the vehicle.

19 25) One specific type of “warranted part” is an emissions-related part. An “emissions-
20 related part” is defined in 13 CCR § 1900(b)(3) as any automotive part which affects any regulated
21 emission from a motor vehicle which is subject to California or federal emission standards. This
22 includes, at a minimum, those parts identified in the “Emissions-Related Parts List,” adopted by
23 CARB on November 4, 1977, as last amended June 1, 1990.

24 26) Any defect which “cause[s] the failure of a warranted part [or] which would cause
25 the vehicle’s on-board diagnostic malfunction indicator light to illuminate” is entitled, by statute, to
26 warranty coverage “for a period of -years or 50,000 miles, whichever occurs first[.]” [13 CCR §
27 2037(b)(2)].

28 27) As alleged above, repair or replacement of any emissions-related components are

1 generally covered by a California statutory 3-years or 50,000-miles emission warranty. However, if
2 these emissions-related parts are determined to be “high-priced,” then 13 CCR § 2037(c)(3)
3 requires that the warranty coverage be extended from -years or 50,000 miles, to 7-years/70,000
4 miles.

5 28) A “high-priced warranted part” is defined as a warranted part whose individual
6 replacement cost at the time of certification exceeds the cost limit established by the annual average
7 nationwide urban Consumer Price Index (“CPI”) for the calendar year two years prior to the model-
8 year for which the cost limit is being calculated. [13 CCR § 2037(c)(3)]. Thus, to determine the
9 cost limit for a high-priced warranted part in 2018, the calculation would need to utilize the annual
10 average nationwide urban CPI for 2016.

11 29) In calculating whether a particular part’s individual replacement cost at the time of
12 certification exceeds the cost limit, “the replacement cost shall be the retail cost to a vehicle owner
13 and include the cost of the part, labor, and standard diagnosis.” [13 CCR § 2037(c)(1)]. This
14 calculation must utilize a price-point as would be charged “in the highest-cost metropolitan area of
15 California.” [13 CCR § 2037(c)(2)]

16 30) This cost limit shall be calculated using the following equation:

$$17 \text{Cost limit}_n = \$300 \times (\text{CPI}_{n-2} / 118.3)$$

18 31) Cost limit_n is the cost limit for the applicable model year of the vehicle rounded to
19 the nearest ten dollars.

20 32) If, upon conducting this calculation, the price of replacement exceeds the CPI cost
21 limit, the part is a “high-priced” warranted part, and the manufacturer is statutorily required to
22 extend warranty coverage for the part’s repair or replacement from three years/50,000-miles, to
23 seven years/70,000-miles. [13 CCR § 2037(b)(3)].

24 33) As further alleged below, there has never been a year where the cost limit has been
25 greater than \$1,000.00. When using the methodology required by the California Code of
26 Regulations to calculate the cost of cylinder head replacement due to a defect which causes the
27 Class Vehicle to malfunction, the cost is always *greater* than \$1,000.00. This is because the
28 replacement cost of the cylinder head itself alone exceeds \$1,000. Indeed, the replacement cost for

1 the cylinder head part in 2018 was \$1,574. Thus, the cost of cylinder head replacements to Class
2 Vehicles needed due to defects which causes Class Vehicle to malfunction always exceed the cost
3 limit.

4 **ALLEGATIONS RELATED TO PLAINTIFF**

5 34) On February 6, 2018, Plaintiff purchased a new 2018 Mazda CX-9 (the “Subject
6 Vehicle”) from Hansel Mazda in Santa Rosa, California.

7 35) At the time Plaintiff purchased the Subject Vehicle, it was accompanied by a new
8 car warranty, including coverage pursuant to the California Emissions Warranty.

9 36) On August 2, 2021, at 69,264 miles, Plaintiff brought the Subject Vehicle to Ken
10 Fowler Motors, Inc. (“Fowler Motors”) because the Subject Vehicle was overheating. Fowler
11 Motors is a Mazda factory authorized repair facility and is one of the locations where Class
12 Members are supposed to take their vehicles for repairs covered by the Mazda warranty.

13 37) Fowler Motors performed an inspection and found coolant leaking from the rear
14 cylinder head. Specifically, the repair records indicated, “Cause – Verified customer concern, there
15 is a coolant leak on the rear of the cylinder head near the exhaust. Need to replace engine
16 assembly.” The repair records further read, “Started engine and it is misfiring badly, puffing
17 coolant out of the tail pipe. Unable to determine how hot the engine got. Recommend complete
18 engine. Misfiring on #3, Mazda recommends replacing the engine because the heads and the base
19 of the engine are warped.” Fowler Motors replaced the Subject Vehicle’s engine assembly.
20 Plaintiff’s extended service contract provider paid thousands of dollars, Plaintiff paid a \$100.00
21 deductible, and Mazda contributed some money towards the repairs, but not pursuant to any Mazda
22 warranty coverage.

23 38) The entire cost of the diagnosis and repairs relating to the cylinder head should have
24 been covered and paid for by Mazda under the 7-years or 70,000-miles California Emissions
25 Warranty. This is because, pursuant to 13 CCR § 2037(c), the cylinder head should have been
26 identified as a high-priced emissions-related part, and the parts relating to that repair should have
27 been covered under the California Emissions Warranty pursuant to under section 2037(c).
28 Furthermore, pursuant to California Code of Regulations Section 1968.2, engine misfires are

1 malfunctions which CARB mandates must be monitored, and the presence of misfires as the result
2 of an engine defect must trigger a MIL. This is because engine misfires increase regulated
3 emissions.

4 39) Plaintiff is informed and believes, and based on such information and belief alleges,
5 that Mazda’s failure to classify the cylinder head as a covered part under the California Emissions
6 Warranty was an omission by Mazda designed to limit its warranty exposure.

7 40) Plaintiff is informed and believes, and based on such information and belief alleges,
8 that Plaintiff’s experience is just one of many examples of Mazda’s scheme to avoid providing a
9 true and comprehensive list of all parts which should be covered under either a 3-year or 50,000
10 mile or 7-years or 70,000-miles California Emission Warranty.

11 41) The details of how Mazda actually applied the CCR and the CCR cost limit formula
12 with respect to the cylinder head are exclusively within Mazda’s possession— as is the information
13 regarding what other parts Mazda improperly omitted from its list of parts entitled to coverage
14 under the California Emissions Warranty.

15 42) In this case, Plaintiff presented the Subject Vehicle to a Mazda authorized repair
16 facility for repairs prior to the end of the 7-years or 70,000-miles California Emissions Warranty
17 period for high-priced emissions parts. Instead of conducting these repairs under warranty as
18 required by California law, Mazda unlawfully denied warranty coverage for the cylinder head—a
19 “high-priced” emission part which should have been covered under the 7-years or 70,000-miles
20 California Emissions Warranty.

21 43) The reason that Plaintiff was charged for said repairs was not the result of an
22 individual oversight by Fowler Motors in failing to identify the repairs as being covered under the
23 7-years or 70,000-miles California Emissions Warranty. Instead, Plaintiff was denied warranty
24 coverage because Mazda, in a systematic and organized attempt to increase profit, omitted from
25 warranty booklets and internal dealership literature, those parts which should have been identified
26 as “emissions-related”, “warranted parts” and as “high-priced” warranted parts entitled to extended
27 statutory coverage.

28 44) Pursuant to 13 CCR § 2037(c)(1)(B), Mazda is required by law to identify “high-

1 priced warranted parts...which have an individual replacement cost at the time of certification
2 exceeding the cost limit defined in section (c)(3).”

3 45) Mazda intentionally failed to identify all said components in order to increase profit
4 vis-à-vis reducing the amount of money it spends on warranty-related repairs.

5 46) If Mazda complied with California law and properly identified all the parts which
6 should have been identified as “high priced,” then Mazda dealerships would properly provide
7 warranty coverage for said high-priced warranted parts, and Plaintiff would never have paid out-of-
8 pocket for repairs which were covered under warranty.

9 47) In addition, Mazda’s failure to provide a comprehensive California Emissions
10 Warranty that covered the cylinder head resulted in Plaintiff and the Class overpaying for their
11 vehicles. In essence, Class members paid for vehicles that purported to cover all required parts,
12 including the cylinder head, pursuant to the California Emissions Warranty, but did not. Mazda’s
13 refusal to include in its written warranty booklets coverage for the cylinder head in class vehicles
14 under the California Emissions Warranty resulted in Mazda’s unjust enrichment and detriment to
15 Plaintiff and the Class. This is because Class Members were supposed to be provided with warranty
16 coverage which complied with Mazda’s California Emissions Warranty obligations. A compliant
17 warranty has a value to Class Members and has a cost to Mazda. Instead of Mazda providing a
18 compliant warranty, Mazda has provided a deficient warranty which does not cover the cylinder
19 head under the California Emissions Warranty, which Mazda is lawfully obligated to cover. The
20 non-compliant warranty has a value to Class Members, which is less than the compliant warranty,
21 because the non-compliant warranty provides less coverage and thus exposes Class Members to
22 more financial risk and is less valuable to Class Members. Similarly, the non-compliant warranty
23 costs Mazda less money, because it exposes Mazda to less risk and will result in Mazda paying out
24 less in warranty claims.

25 48) Class Members were entitled to a compliant California Emissions Warranty but
26 were provided with a deficient warranty. As a result, Mazda has been unjustly enriched by
27 providing a deficient warranty which reduced Mazda’s costs, and Class Members have been
28 damaged by not receiving the warranty that they were legally entitled to receive.

1 49) In fact, irrespective of whether a Class Member’s Class Vehicle underwent a repair
2 to the cylinder head, Class Members were sold cars which were worth less than what Class
3 Members actually paid for, by virtue of Mazda’s systematic failure to provide warranty that
4 covered the cylinder head under the California Emissions Warranty.

5 50) Mazda’s conduct violates California’s unfair business practices statute, California
6 Business and Professions Code section 17200, et seq. (the “UCL”).

7 51) Plaintiff and other members of the Class have suffered damage as a result of
8 Mazda’s wrongful conduct as alleged herein.

9 **ADDITIONAL ALLEGATIONS RELATED TO MAZDA’S UNLAWFUL CONDUCT**

10 52) At all times relevant, for each new motor vehicle intended to be distributed by
11 Mazda in the State of California, at the time of distribution, Mazda has purported to accurately
12 notify CARB of the parts which should be covered as emissions-related parts, also known as
13 “warranted parts.”

14 53) Furthermore, for each new motor vehicle intended to be distributed by Mazda in the
15 State of California, at the time of distribution, Mazda has purported to accurately notify CARB of
16 the parts which should be covered under California Emissions Warranty.

17 54) For each new vehicle intended to be distributed by Mazda in the State of California,
18 at the time of distribution, Mazda has purported to provide accurate written warranty documents
19 accompanying the sale of its vehicles—including that these warranty documents accurately
20 identified all of the vehicle’s parts that are covered under the California Emissions Warranty.

21 55) Mazda has engaged in a systematic business practice where, at the time of sale of its
22 motor vehicles and thereafter, it omitted from its warranty booklets, and in resources provided to its
23 dealerships, the cylinder head in Class Vehicles, which should have been identified as an emissions
24 related, high priced warranty part covered under the California Emissions Warranty.

25 56) To be sure, Mazda does properly classify *some* of its parts as being covered under
26 the California Emissions Warranty, but it does not *fully disclose* or classify all of the parts which
27 are entitled to this statutory coverage, including the cylinder head in Class Vehicles.

28 57) Consequently, when Class Members present their Mazda vehicles for repair at an

1 authorized repair facility, Mazda fails to provide coverage under the California Emissions Warranty
2 for repairs to the cylinder head, which should have been covered under the California Emissions
3 Warranty.

4 58) Class Members have thus been forced to pay out-of-pocket for repairs to the
5 cylinder head in Class Vehicles which, by operation of law, should have properly been paid for by
6 Mazda.

7 59) Mazda engages in this misconduct in order to reduce the amount of money that it
8 has to pay out on warranty-related repairs and warranty claims.

9 60) If Mazda had simply identified all of the warranted parts and high-priced warranted
10 parts that should be correctly identified as such, then Mazda dealerships would have
11 unquestionably conducted repairs for these parts under warranty, and Plaintiff and other California
12 Class Members would never have been injured.

13 61) Mazda's failure and refusal to properly identify the parts which should have been
14 classified as warranted parts and "high-priced" warranted parts, including the cylinder head, is a
15 clear violation of California Business and Professions Code section 17200, et seq. (the "UCL") and
16 is intended to minimize the amount of money that Mazda has to pay out in warranty claims.

17 62) Plaintiff and other Class Members have suffered damage and lost money or property
18 as a result of Mazda's wrongful conduct, and Mazda has been unjustly enriched.

19 63) Plaintiff's theory does not depend on the premise that CARB was deceived by the
20 information that Mazda submitted, and Plaintiff is not accusing CARB of mismanagement or
21 blaming CARB for Mazda's inaccuracy. Mazda alone is responsible for selecting and identifying to
22 CARB the parts that Mazda has unilaterally identified as warranted parts and "high-cost emissions
23 warranty parts" as a prerequisite to its application for vehicle certification.

24 64) As alleged in greater detail below, Plaintiff's own experience confirms that Mazda's
25 list of parts entitled to statutory emissions warranty coverage is incomplete.

26 **THE CYLINDER HEAD IS A HIGH-PRICED WARRANTED PART**

27 65) In order to establish that the cylinder head should be designated as a "high-priced"
28 warranted part, Plaintiff must first establish that the part is "emissions related."

1 66) The evidence is incontrovertible that the cylinder head is an emissions-related
2 component. As far back as 1981, CARB, the State agency with the primary authority to regulate air
3 quality and interpret CARB Regulations, expressly identified the cylinder head as an emissions
4 related part on the “Emissions-Related Parts List,” adopted by the State Board on November 4,
5 1977, as last amended June 1, 1990. The “Emissions-Related Parts List” is contained in, among
6 other things, a memo from Alan C. Lloyd, then Chairman of CARB. The memo states that “The
7 following list of components are examples of emission related parts as defined in Section
8 1900(b)(3), Chapter 3, Title 13, California Code of Regulations.” The “cylinder head” is
9 specifically identified in the memo under heading III.B. 1. The memo list is non-exclusive by its
10 own terms, nor could it be all-inclusive, as it could not include parts, components, systems or
11 technology developed or implemented after 1990. Therefore, as a starting point and as further
12 allege herein, Mazda is required to cover as “emissions-related” parts, under the California
13 Emissions Warranty, any vehicle part specifically identified on the CARB memo including
14 specifically the cylinder head.

15 67) In addition to an express statutory designation of the cylinder head as being
16 emissions-related, the cylinder head is a “warranted part” because it satisfies any and all of the
17 regulatory prerequisites in that a defect or failure in the cylinder head will cause the “check engine”
18 light to illuminate; will cause an increase in “regulated” emissions; and will cause the vehicle to
19 fail a smog check. As alleged herein, the cylinder head should have been classified as a high-priced
20 emissions part entitled to warranty coverage for 7-years or 70,000-miles.

21 68) The foregoing also is consistent with CARB’s interpretation of the Regulations.
22 CARB has provided a Declaration dated July 6, 2021 from Allen Lyons, who, at the time the
23 declaration was made, was the Chief of the Emissions Certification and Compliance Division of
24 CARB, regarding the California Emissions Warranty (the “CARB Declaration”) “for the sole
25 purpose of educating the Courts about CARB’s interpretation and implementation of California’s
26 warranty requirements.” The CARB Declaration sets forth CARB’s interpretation of certain of the
27 foregoing CCR provisions, including how to define a “warranted part” for purposes of the
28 California Emissions Warranty and how to properly determine whether an emissions part is also a

1 “high-priced emissions part” entitled to extended warranty coverage for 7 years and 70,000 miles.

2 69) The CARB Declaration states, in relevant part, that “warranted parts” under the
3 California Emissions Warranty “include any components that can or are required to illuminate the
4 OBD Malfunction Indicator Light (MIL) in the event of a malfunction, even if the primary function
5 of the component is not emission control, within the warranty period. (Cal. Code Regs., tit. 13, §
6 2037, subd. (b)(2).) The MIL is a light located on the driver’s side instrument panel that, when
7 illuminated, is amber in color and displays “Check Engine/Powertrain,” “Service
8 Engine/Powertrain Soon,” or the International Standards Organization (ISO) engine symbol; the
9 MIL illuminates to notify the driver of detected malfunctions of OBD-monitored emissions systems
10 on the vehicle. (Cal. Code Regs., tit. 13, § 1968.2, subds. (a), (d)(2.1.1) & (2.2).)”

11 70) The CARB Declaration further provides that “When calculating the cost of labor
12 portion of the replacement cost equation, in order to determine if a part is a “high-priced”
13 warranted part for the purposes of California Code of Regulations, title 13, section 2037,
14 subdivision (c), manufacturers first calculate the amount of time it would take to diagnose and
15 repair or replace the part (the labor hours). A dollar amount is then attributed to the number of
16 labor hours to come up with a cost of labor for each part. In doing this, manufacturers should use
17 the labor hours and associated costs that would be charged to consumers to perform any required
18 diagnosis and repairs to or replacement of the part, not the labor hours that manufacturers’ service
19 dealerships are allowed to charge manufacturers.”

20 71) Based on the CARB Declaration, Mazda is required to provide coverage for all
21 components whose failure: (1) affects any regulated emission from a motor vehicle; and (2) can or
22 are required to illuminate the MIL, even if the primary function of the component is not emissions
23 control. The California Code of Regulations mandates that the purpose of the MIL is to notify the
24 driver of defective malfunctions of the OBDII monitored emissions systems of the vehicle; and/or
25 failures which will cause a vehicle to fail a smog test as mandated by the California Health and
26 Safety Code.

27 72) As alleged herein, Mazda has systemically failed to follow the foregoing
28 methodology.

1 73) Mazda has the ability to determine what component failures result in the MIL
2 illuminating, as described below. Furthermore, California Code of Regulations Section 1968.2
3 specifically mandates that the MIL should not illuminate unless there is an emissions-related
4 defect, and the regulations mandate that if a component’s failure can or does cause the MIL to
5 illuminate, coverage under the California Emissions Warranty follows. Yet, Mazda does not
6 provide the required coverage.

7 74) The CARB Declaration also repudiates any potential contention by Mazda that to be
8 considered an “emission-related” component under the California Emissions Warranty, the
9 component must be part of the “emissions control system.”

10 75) Mazda also has failed to properly identify the cylinder head in Class vehicles as a
11 “high-priced” emissions part.

12 76) As part of the certification process for a vehicle, the manufacturer determines which
13 parts it considers to be “emissions parts” and submits a list of those parts to CARB. Section
14 2037(c). At the same time, the manufacturer also identifies the parts from the emissions parts list
15 that the manufacturer has determined, based on the cost calculation set forth in the CCR, exceeds
16 the cost limit and therefore are “high-priced” parts entitled to extended 7- year/70,000-mile
17 coverage.

18 77) California Code of Regulations Section 2037(c)(1) states, in relevant part, that in
19 calculating whether an individual replacement cost at the time of certification exceeds the cost
20 limit, “the replacement cost shall be the retail cost to a vehicle owner and include the cost of the
21 part, labor, and standard diagnosis.” Similarly, Section 2037(c)(2) states that “the replacement cost
22 shall be the retail cost to a vehicle owner and include the cost of the part, labor, and standard
23 diagnosis.”

24 78) On information and belief, Mazda does not use, and has never used, the retail labor
25 cost i.e., the number of labor hours that the customer pays for the repair (“customer pay”). Instead,
26 Mazda incorrectly uses the number of hours that the manufacturer pays its dealers to perform the
27 repairs under warranty (“warranty pay”). Mazda is using the wrong standard and, in so doing, is
28 failing to the comply with the express terms of the CCR.

1 79) On August 21, 2017, CARB published Manufacturer’s Advisory Correspondence
 2 2017-03 (“MAC 2017). The subject of MAC 2017 was entitled “Cost Limit for High-Priced
 3 Warranted Parts for New 2018 Model-Year (MY) Passenger Cars (PC), Light-Duty Trucks (LDT),
 4 Medium-Duty Vehicles and Engines Used in These Vehicles.”

5 80) Relevant here is that MAC 2017 “identifies the cost limit for high-priced warranted
 6 parts of MY2017 [passenger cars].” Because Class Vehicles are passenger cars, MAC 2017
 7 establishes the cost limit for high-priced warranted parts for the Subject Vehicle, and all Class
 8 Vehicles, is \$610.00.

9 81) Pursuant to 13 CCR §2037(c) or §2435(b), as applicable, the cost limit for high-
 10 priced warranted parts for model year 2018 passenger cars is calculated using the annual average
 11 nationwide urban consumer price index (CPI) for 2016—the calendar year two years prior to the
 12 model-year for which the cost limit is being calculated. This CPI is published by the U.S. Bureau of
 13 Labor Statistics. When rounded to the nearest ten dollars, the model year 2018 cost limit is
 14 \$610.00, as calculated below:

$$\begin{aligned} \text{MY2018 Cost Limit} &= \$300 \times (\text{calendar 2016 CPI}/\text{baseline CPI}) \\ &= \$300 \times (240.0/118.3) \\ &= \$610.00 \end{aligned}$$

15 82) The \$610.00 cost limit accounts for the total cost to diagnose and replace a
 16 warranted part. When the cost to diagnose and replace a warranted part exceeds \$610.00, then the
 17 warranted part’s replacement, by operation of law, must be provided warranty coverage for 7-years
 18 or 70,000-miless—whichever occurs first.

19 83) Further, under a section entitled “High-Priced Warranted Parts Cost Documentation
 20 in the Applications for Certification” the MAC makes explicit that “[m]anufacturers must submit in
 21 their applications for certification the documentation used to identify the high-priced warranted
 22 parts in accordance with 13 CCR §2037(c)(3), §2435(b)...[T]he documentation shall include all
 23 emission-related parts costing more than \$510...(i.e., calculated cost limit minus \$100) to
 24 replace...This documentation shall substantiate that the list includes all potential high-priced parts.
 25 The documentation shall include the estimated retail parts costs, labor rates in dollars per hour, and
 26

1 the labor hours necessary to replace the parts including standard diagnosis. If the labor hours being
2 charged for customer-pay repairs are different from those specified by the manufacturer for
3 warranty repairs, the manufacturer shall substantiate the labor hours specified. All applications and
4 required documentation (i.e., high-priced warranted parts list, potential high-priced parts, and cost
5 calculations) must be submitted using the California Air Resources Board’s (CARB) Document
6 Management System.”

7 84) In this case, the replacement cost of the cylinder head—which includes parts and
8 labor—exceeded the applicable cost limit of \$610.00 because the replacement cost for the cylinder
9 and related repairs needed due to the failed cylinder head was \$7,740.77. On information and
10 belief, the 2018 part cost for just the cylinder head was \$1,574. Thus, the cost of the part alone,
11 even without labor or any other factors, exceeded the cost limit.

12 85) In fact, there has never been a year during the Class period where the cost limit has
13 been greater than \$1,000.00 and the replacement cost for the cylinder head has been less than
14 \$1,000. In other words, when using the methodology required by the California Code of
15 Regulations to calculate the cost of cylinder head replacement due to a defect which causes the
16 Class Vehicle to malfunction, the cost is always greater than \$1,000.00. Thus, the cost of cylinder
17 head replacements to Class Vehicles needed due to defects which causes Class Vehicle to
18 malfunction always exceed the cost limit.

19 86) By failing to provide a 7-years or 70,000-miles warranty for the cylinder head,
20 Mazda violated the UCL.

21 **CLASS ACTION ALLEGATIONS**

22 87) Plaintiff brings this action on behalf of herself, and on behalf all those similarly
23 situated as set forth in the Class and Subclass definitions below.

24 88) Mazda’s California Emission Warranty applies to vehicles purchased and registered
25 in States which, in the year the vehicle was distributed, had adopted the California Emissions
26 Warranty, i.e., “Reg. 177 States” or “Section 177 States”.

27 89) Defendant’s emissions warranty representations arise out of California law that
28 Defendant must apply outside of California to the vehicles in the States listed. Accordingly,

1 Defendant's conduct was specifically intended to have effects outside of California and was
2 specifically intended to apply to vehicles and members of the Classes in those States that
3 Defendant chose to include by the express terms of the California Emissions Warranty.

4 90) Under these unique circumstances, California has a specific interest in regulating
5 conduct outside of California that specifically invokes California emissions requirements and
6 California emissions regulations and has an interest in preventing illegal practices that involve
7 breach of California Emissions Warranty law that Defendant has chosen to invoke outside of
8 California in the States covered by the Reg. 177 Class and Subclass. As Defendant seeks to apply
9 the California Emission System Warranty to members of the Classes and vehicles in the listed
10 States outside of California, members of the Classes in those States likewise should be included in
11 a claim that seeks to vindicate their rights under that same warranty in California and should have
12 the ability to have their rights under that warranty asserted in California and pursuant to California
13 law.

14 91) Mazda's own express application of the California Emissions Warranty constitutes a
15 sufficient connection between California and out-of-state potential Class members. Further,
16 Mazda's misconduct, namely, Mazda's failure to identify all emissions-related, high-priced
17 warranted parts to CARB, a California regulator, occurred in California, and even out-of-state
18 purchasers were harmed by Mazda's conduct that occurred in California. Mazda failed to disclose,
19 in its submissions to CARB, the parts that are properly covered by the California Emissions
20 Warranty, including, but not limited to, the cylinder head.

21 92) Mazda is solely responsible for selecting and identifying to CARB all of the parts
22 that should be classified as emissions warranted parts, and high-priced warranted parts, and Mazda
23 failed to include the cylinder head and other components. Californians and out-of-state potential
24 Class members in the additional States covered by the California Emissions Warranty suffered an
25 identical harm – they were forced to pay the costs of cylinder head diagnosis, repair, or
26 replacement, which should have been covered under the California Emissions Warranty, and were
27 provided with warranties which were less valuable than the warranties they were legally entitled to
28 at the time they purchased or leased their Class Vehicle. Under these unique circumstances,

1 California has the greater interest in applying California’s consumer laws to enforce compliance
2 with the California Emissions Warranty than the other States have in using their consumer laws to
3 enforce the same Regulation. California has a specific interest in regulating conduct outside of
4 California that invoke California emissions requirements and regulations, and California has an
5 interest in preventing illegal practices that involve breach of California emissions law that
6 Defendant has chosen to invoke outside of California in the specific States covered. California also
7 has a supreme interest in applying its own consumer protection laws in ensuring that the California
8 Emissions Warranty is properly interpreted and applied wherever Mazda has chosen to invoke it.

9 93) Under the facts of this case, the law of California should be applied because
10 California’s interest would be impaired if its consumer laws to enforce the California Emissions
11 Warranty were subordinated to consumer laws of the other States. Other jurisdictions’ interests in
12 applying their own consumer protection laws to their own residents do not strongly outweigh the
13 interest California has in applying its consumer protection laws to enforce the California Emission
14 Warranty with respect to the specific potential out-of-state members of the Classes identified
15 herein. Therefore, the Classes alleged herein include persons who purchased or leased Class
16 Vehicles that are registered in States other than California.

17 94) There is sufficient similarity among all the Class Vehicles and Mazda’s conduct as
18 defined herein in that, among other things, all of the vehicles in the proposed Classes are subject to
19 the same California Emissions Warranty and the same requirements that Mazda report all
20 emissions-related defects to CARB pursuant to the CCR. Mazda has acted in a uniform manner
21 with respect to all Class Vehicles by failing to properly cover cylinder heads in the Class Vehicles
22 as required under the California Emissions Warranty and as described herein.

23 95) Accordingly, Plaintiff’s proposed Class and Subclasses consist of and are defined as
24 follows:

25 **California Class and Subclass:**

26 All persons in the State of California who have been owners or lessees of Class
27 Vehicles and whose cylinder heads are not covered for 7-years or 70,000-miles
(the “California Class”).

28 ///

1 All persons in the State of California who have been owners or lessees of Class
2 Vehicles and who have paid for repairs and parts pertaining to defective cylinder
3 heads which occurred outside of the Class Vehicle’s powertrain warranty period
4 but prior to 7-years or 70,000-miles (the “California Out-of-Pocket Subclass”).

5 **Reg. 177 Class and Subclass:**

6 All persons who have been owners or lessees of Class Vehicles in a State which,
7 in the year their vehicle was distributed, had adopted the California Emissions
8 Warranty (i.e., “Reg. 177 States” or “Section 177 States) and whose cylinder
9 heads are not covered for 7-years or 70,000-miles (the “Reg. 177 Class”).

10 All persons who have been owners or lessees of Class Vehicles in a State which,
11 in the year their vehicle was distributed, had adopted the California Emissions
12 Warranty (i.e., “Reg. 177 States” or “Section 177 States) and who have paid for
13 repairs and parts pertaining to defective cylinder heads which occurred outside of
14 the Class Vehicle’s powertrain warranty period but prior to 7-years or 70,000-
15 miles (the “Reg. 177 Out-of-Pocket Subclass”).

16 96) Plaintiff’s primary goal on behalf of the Classes is to obtain injunctive relief
17 requiring Mazda to comply with the California Emissions Warranty and declaratory relief with
18 respect to the proper interpretation of the California Emissions Warranty and Mazda’s obligations
19 pursuant to the CCRs and the California Emissions Warranty. Even in the absence of possible
20 monetary recovery, Plaintiff would bring this action to obtain the injunctive and declaratory relief
21 sought. Any monetary relief that would flow to the members of the Classes would be ancillary to
22 the injunctive or declaratory relief obtained.

23 97) Nothing in the class definition is intended to restrict the class based upon the
24 coverage provided by the federal emissions warranty.

25 98) Excluded from the Class are Defendant, and its subsidiaries and affiliates; its current
26 and former officers, directors, and employees (and members of their immediate families); and the
27 legal representatives, heirs, successors or assigns of any of the foregoing.

28 99) Plaintiff reserves the right to establish other classes and subclasses.

100) There is a well-defined community of interest, and the class is readily ascertainable:

(a) Numerosity: The members of the class are so numerous that joinder is unfeasible
and impractical. The membership of the entire class is unknown to Plaintiff at this time. However,
the class is estimated to be greater than 100 individuals and the identity of such membership is
readily ascertainable.

1 (b) Plaintiff's claims are typical of the class members with whom she has a well-defined
2 community of interest.

3 (c) Adequacy: Plaintiff will fairly and adequately protect the interests of each class
4 member. Plaintiff acknowledges she has an obligation to make known any relationship, conflicts,
5 or differences with any class member. Plaintiff's attorneys are well-versed in the rules governing
6 class action discovery, certification, and settlement. Plaintiff has incurred and will continue to incur
7 costs and attorneys' fees to prosecute the action for the benefit of each class member.

8 (d) Superiority: Class action adjudication is superior to other methods, as it will achieve
9 economies of time, effort, and expense compared with separate lawsuits, and will avoid
10 inconsistent outcomes because the same issues can be adjudicated in the same manner for the entire
11 class.

12 101) There are common questions of law and fact as to the class (and subclass, if any)
13 that predominate over questions affecting only individuals, including but not limited to whether
14 Mazda has engaged in fraud and unfair competition, and whether Plaintiff and Class Members are
15 entitled to injunctive relief enjoining Defendants from continuing to omit the cylinder head as a
16 part to which they are entitled to repair or replacement coverage under California's statutory
17 emission warranties.

18 **TOLLING OF THE STATUTE OF LIMITATIONS**

19 102) Mazda engaged in misleading and dishonest conduct relating to its failure to identify
20 all of the parts, including the cylinder head, that should be covered pursuant to the California Code
21 of Regulations regarding the California Emissions Warranty. Despite acting diligently, Plaintiff and
22 Class members lacked the resources and had no realistic ability to identify the specific parts that
23 should have been covered. Plaintiff and Class members cannot be reasonably expected on their
24 own to learn or discover what parts should be covered under the California Emissions Warranty.
25 Therefore, the delayed discovery rule is applicable to the claims asserted by Plaintiff and Class
26 members, and the statute of limitations for bringing the claims set forth herein should be tolled.

27 103) Mazda has actual and constructive knowledge that it is violating California law by
28 failing to identify all of the parts that should be covered under the California Emissions Warranty.

1 Mazda has concealed from Plaintiff and Class members that Mazda is violating California law as
2 set forth herein. Any applicable statute of limitation is tolled by Mazda’s wrongful conduct set
3 forth herein, and Mazda is estopped from relying on any statute of limitation because of its
4 conduct.

5 **FIRST CAUSE OF ACTION**

6 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

7 **(By Plaintiff and the Classes Against Mazda and Doe Defendants)**

8 104) Plaintiff re-alleges and incorporates by reference each allegation set forth above.

9 105) California Business and Professions Code section 17200, et seq. (the “UCL”)
10 prohibits “any unlawful, unfair or fraudulent business act or practice.” Mazda has committed acts
11 of unfair competition proscribed by the UCL, including the acts and practices alleged herein.

12 106) The UCL imposes strict liability. Plaintiff need not prove that Mazda intentionally
13 or negligently engaged in unlawful or unfair business practices – only that such practices occurred.

14 195. MAZDA is a “person” as defined by Business & Professions Code § 17201.

15 107) As a direct and proximate result of Mazda’s acts and practices in violation of the
16 UCL, Plaintiff and members of the Classes have suffered injury in fact and lost money or property
17 as set forth above and will continue to do so.

18 108) **Unlawful Prong.** A business practice is “unlawful” under the UCL if it is
19 forbidden by law or regulations, including standard of professional conduct. The violation of any
20 law or regulation may serve as the predicate for a violation of the “unlawful” prong of the UCL.

21 109) Mazda failed to comply with the California Emissions Warranty requirements
22 pursuant to the CCR by failing to provide 7-year and 70,000-mile warranty coverage for the
23 cylinder heads installed in the Class Vehicles where coverage should be provided pursuant to the
24 CCR. The California Emissions Warranty applies to all Class Vehicles. 13 CCR 2037(a). Pursuant
25 thereto, manufacturers shall warrant that vehicles conform with the California Air Resources Board
26 regulations, and are free from defects which cause the failure of a warranted part to perform as
27 described in the application for certification, including defects which would cause the vehicle's on-
28 board diagnostic malfunction indicator to illuminate, for 3 years or 50,000 miles. 13 CCR

1 2037(b)(1)-(2). The vehicle manufacturer is Mazda, which is the manufacturer granted
2 certification for the Class Vehicles. 13 CCR 2035(c)(5). The parts at issue are all warranted parts.
3 The warranty period shall be 7- years and 70,000 miles for high-priced emissions parts. 13 CCR
4 2037(b)(3). High-priced emissions parts are those parts which, when taking into consideration the
5 cost to diagnose, replace and pay for the failed part, exceed the cost limit defined in 13 CCR
6 2037(c)(3). The California Air Resources Board published memos which calculated the cost limit
7 for the Class period. Although the cylinder heads installed in the Class Vehicles exceeded the cost
8 limit for the correlating years and should have received California Emissions Warranty coverage,
9 Mazda failed to provide 7-year and 70,000-mile warranty coverage for said parts. The failure has
10 resulted in damage to Plaintiff and members of the Classes.

11 110) Mazda did not designate the parts at issue as “emissions-related” and/or high-priced
12 warranted parts that should be covered by the 7-year and 70,000-mile California High Cost
13 Emissions-Related Parts Warranty. Thereby, Mazda also was able to avoid identifying the cylinder
14 heads installed in the Class Vehicles as defined herein where coverage should be provided pursuant
15 to the CCR as being high-priced warranted parts in the warranty books for the Class vehicles,
16 which purport to identify all parts covered under the high-priced California Emissions Warranty for
17 7 years and 70,000 miles. Thus, Mazda’s violation of Section 2037(c)(1)(B) directly affected
18 communications with consumers. By violating Section 2037(c)(1)(B), Mazda was able to avoid
19 disclosing in the warranty books the cylinder heads that should have been included as high-priced
20 warranted parts. Mazda’s conduct also violates the unlawful prong in that Mazda has violated the
21 CLRA as further alleged below.

22 111) Mazda’s acts of unlawful competition as set forth above have caused members of
23 the Classes to suffer damage, present a continuing threat and will persist and continue to do so
24 unless and until this Court issues appropriate injunctive relief. Plaintiff also seeks attorneys’ fees
25 and costs pursuant to, inter alia, C.C.P. Section 1021.5.

26 112) **Unfair Prong.** Mazda’s conduct violates the unfair prong of the UCL.

27 113) An act or practice is unfair if the consumer injury is substantial, is not outweighed
28 by any countervailing benefits to consumers or to competition and is not an injury the consumers

1 themselves could reasonably have avoided. An act or practice also is unfair if it offends an
2 established public policy or is immoral, unethical, oppressive, unscrupulous or substantially
3 injurious to consumers. An act or practice also is unfair if Plaintiff's claims are "tethered" to
4 specific constitutional, statutory or regulatory provisions. Mazda's conduct violates all of these
5 definitions.

6 114) As alleged above, Mazda engages and has engaged in a systematic business practice
7 of intentionally failing to identify in the Class Vehicles' warranty books at the time of distribution,
8 and in resources provided to its dealerships, numerous parts that Mazda is obligated to identify as
9 high-priced warranted parts and emission related parts by operation of law, including specifically
10 the cylinder heads installed in the Class Vehicles where coverage should be provided pursuant to
11 the CCR. Mazda does this in an effort to reduce the amount of money that Mazda spends on
12 warranty-related repairs knowing that it would be very difficult if not impossible for most
13 consumers to discover this unlawful conduct. If Mazda complied with California law and properly
14 identified the cylinder head as a high-priced warranted part, then Mazda dealerships would
15 properly provide warranty coverage for said parts. Further, Mazda's conduct is unfair because it
16 intentionally refuses to provide warranty coverage for the cylinder heads installed in the Class
17 Vehicles as defined herein for the sole purpose of wrongfully limiting its warranty claims, with no
18 regard for the fact that the public is being forced to pay for repairs which should be covered under
19 the 7-year and 70,000-mile California Emissions Warranty. Plaintiff and members of the Classes
20 have suffered injury in fact and lost money or property as a result of Mazda's unfair business acts
21 and practices as set forth in detail.

22 115) Mazda's failure to properly identify the cylinder heads installed in the Class
23 Vehicles where coverage should be provided pursuant to the CCR, is a uniform, systematic, and
24 intentional business practice on the part of Mazda to minimize the amount of money that Mazda
25 has to pay out in warranty claims. This conduct violates California law.

26 116) As a direct and proximate result of Mazda's acts and practices in violation of the
27 UCL, Plaintiff and members of the Classes have paid out of pocket to repair or replace the cylinder
28 heads installed in the Class Vehicles where coverage should be provided pursuant to the CCR

1 and/or other high-priced warranted parts and emissions related parts as defined herein that should
2 have been covered by Mazda under the 7-year and 70,000-mile California Emissions Warranty. As
3 a result, consumers were denied warranty coverage, which is clearly unfair.

4 117) Mazda’s conduct does not benefit consumers or competition. Plaintiff and members
5 of the Classes could not reasonably avoid the injury each of them suffered or will suffer, which
6 injury is substantial. Mazda’s conduct only benefits Mazda, by Mazda wrongfully avoiding having
7 to pay warranty claims which should be covered by the California Emissions Warranty.

8 118) The gravity of the consequences of Mazda’s conduct as described above outweighs
9 the justification, motive or reason therefor, is immoral, unethical and unscrupulous. Mazda’s
10 conduct also offends established public policy that is tethered to legislatively declared policies as
11 set forth in the laws detailed above, including California laws and regulations regarding the
12 California Emissions Warranty, or is substantially injurious to the public, for the reasons set forth
13 above.

14 119) To the extent that any definition of “unfair” requires a balancing test or weighing
15 various factors, such an inquiry is fact intensive and requires a full factual record as to Mazda’s
16 justification and motives for its conduct, and as to the impact of Mazda’s conduct on Plaintiff and
17 members of the Classes.

18 120) Mazda’s acts of unfair competition as set forth above present a continuing threat and
19 will persist and continue to do so unless and until this Court issues appropriate injunctive relief.
20 Plaintiff also seeks attorneys’ fees and costs pursuant to, inter alia, C.C.P. § 1021.5.

21 **PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiff, on behalf of herself and all others similarly situated, prays for
23 relief and judgment against Mazda as follows:

24 (a) An order certifying the proposed Classes, designating Plaintiff as named representative of the
25 Classes, and designating the Plaintiff’s Counsel as Class Counsel;

26 (b) A declaration that Mazda’ is financially responsible for notifying all members of the Classes
27 about the wrongful conduct set forth herein; that Mazda’s conduct as alleged herein violates the
28 California Emissions Warranty including, without limitation, that Mazda has used, and continues to

1 use, the wrong or incorrect standards for identifying “emission-related” parts and “high-priced
2 warranty parts” under the California Emissions Warranty; that Mazda failed and is failing to
3 properly identify and warrant under the California Emissions Warranty the cylinder heads in Class
4 Vehicles; and/or that Plaintiff and the members of the Classes are entitled to warranty coverage
5 under California Emissions Warranty for cylinder heads installed in Class Vehicles under the
6 California Emissions Warranty described or defined herein.

7 (c) An order requiring Mazda to, *inter alia*, (1) review its warranty books for all Class Vehicles and
8 properly identify and warrant all “emissions-related parts” and (2) for all such parts, and for all
9 parts that Mazda already identified in its warranty books or that Mazda previously identified and
10 submitted to CARB as “emissions parts” or “emissions-related parts,” recalculate whether those
11 parts, in fact, should properly be characterized as “high priced parts” when the correct, rate is used;
12 (3) on a going forward basis, use the proper standard for determining whether a part is “emissions-
13 related” under the California Emissions Warranty; (4) otherwise accurately and comprehensively
14 apply the CCR in order to properly identify all parts as defined and limited herein that should be
15 covered under the California Emissions Warranty; and (5) reimburse both Plaintiff and members of
16 the Classes for the money wrongfully paid by Plaintiff and members of the Classes relating to
17 repairs which should have been covered by Mazda under the California Emissions Warranty.

18 (d) An award to Plaintiff and members of the Classes of any repair costs they are owed,
19 reimbursement for all out-of-pocket expenses, including diagnostic costs, that Class Members paid
20 for repairs that should properly have been covered by Mazda under the California Emissions
21 Warranty and other amounts to which they may be legally entitled;

22 (e) An award to Plaintiff and members of the Classes of damages in an amount to be proven at trial;

23 (f) An award of attorneys’ fees and costs as allowed by law and/or pursuant to California Code of
24 Civil Procedure § 1021.5;

25 (g) An award of pre-judgment and post-judgment interest;

26 (h) Leave to amend the Complaint to conform to the evidence produced at trial; and,

27 (i) Other relief as may be appropriate under the circumstances.

28

