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17 *Attorneys for Plaintiffs*

18 UNITED STATES DISTRICT COURT
 19 CENTRAL DISTRICT OF CALIFORNIA – SOUTHERN DIVISION

20 Jami Kidd, Individually and On
 21 Behalf of All Others Similarly
 22 Situated,
 23
 24 Plaintiff,
 25
 26 v.
 27 MAZDA MOTOR OF AMERICA,
 28 INC., a California corporation,
 Defendant.

Case No.
CLASS ACTION COMPLAINT FOR:
 (1) Violation of Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1, *et seq.*;
 (2) Breach of Express Warranty, 810 ILL. Comp. Stat. Ann. § 2-313;
 (3) Breach of Express Warranty under Magnuson-Moss warranty ACT, 15 U.S.C. § 2301 *et seq.*, and
 (4) Fraudulent Omission

DEMAND FOR JURY TRIAL

1 **I. INTRODUCTION**

2 1. Plaintiff Jami Kidd (“Plaintiff”) brings this action individually and
3 on behalf of all similarly situated persons (“Class Members”) who purchased or
4 leased a 2016 Mazda CX-5 (“Class Vehicles”) in the United States that were
5 designed, manufactured, distributed, marketed, sold, and leased by Defendant
6 Mazda Motor of America, Inc. (“Defendant” or “Mazda”). Plaintiff alleges as
7 follows upon personal knowledge as to herself and experience, and as to all other
8 matters, upon information and belief, including investigation conducted by her
9 attorneys.

10 2. Beginning in 2014, if not before, Defendant knew that the Class
11 Vehicles contain one or more defects that cause their daytime running lights to
12 prematurely burn out (“DRL Defect”).

13 3. The DRL Defect has been documented to occur early in the Class
14 Vehicles’ life and clearly impacts vehicle safety. As one vehicle owner
15 complained to the National Highway Transportation Safety Authority
16 (“NHTSA”):¹

17 NHTSA ID No. 11115371 (August 2, 2018): (AFTER
18 APPROXIMATELY 31,000 MILES, MY DRIEVR
19 SIDE DAYTIME RUNNING LIGHTS CEASED TO
20 WORK. **THIS IS A SAFETY HAZARD, SINCE I
21 USE MY DAYTIME RUNNING LIGHT TO
22 ALERT ONCOMING TRAFFIC OF MY
23 PRESENCE.**

23 (emphasis supplied). The safety benefits of daytime running lights are well
24 recognized, a studies have shown that the presence of daytime running lights

25
26 _____
27 ¹ Spelling and grammatical errors in consumer complaints reproduced herein
28 remain as found in the original.

1 reduces daytime multiple-vehicle crashes, especially head-on and front-corner
2 collisions where vehicle conspicuity is a concern, by as much as ten percent.²

3 4. Plaintiff is informed and believes, and based thereon alleges, that
4 Defendant knew the Class Vehicles were defective at the time of the sale and
5 thereafter. Defendant has actively concealed the true nature and extent of the
6 DRL Defect from Plaintiff and the other Class Members, and failed to disclose it
7 to them, at the time of purchase or lease and thereafter. Had Plaintiff and
8 prospective Class Members known about the DRL Defect, they would not have
9 purchased the Class Vehicles or would have paid less for them.

10 5. Plaintiff is informed and believes, and based thereon alleges, that
11 despite notice of the DRL Defect from, among other things, pre-production
12 testing, numerous consumer complaints, warranty data, and dealership repair
13 orders, Defendant has not recalled the Class Vehicles to repair the Defect, has
14 not offered its customers a suitable repair or replacement free of charge, and has
15 not offered to reimburse all Class Vehicle owners and leaseholders the costs they
16 incurred relating to diagnosing and repairing the DRL Defect.

17 6. Mazda knew of and concealed the DRL Defect that is contained in
18 the Class Vehicles, along with the attendant safety and associated repair costs,
19 from Plaintiff and the other Class Members both at the time of sale and repair
20 and thereafter. As a result of their reliance on Defendant's omissions, owners
21 and/or lessees of the Class Vehicles have suffered ascertainable loss of money,
22 property, and/or loss in value of the Class Vehicles.

23
24
25 _____
26 ² *Effects of 24-Hour Headlight Use on Traffic Safety*, Transportation Synthesis
27 (Published November 2010) available at
<https://www.dot.state.mn.us/research/TRS/2011/TRS1009.pdf>

1 **II. PARTIES**

2 **A. Plaintiff Jami Kidd**

3 7. Plaintiff Jami Kidd is an Illinois citizen who lives in Sycamore,
4 Illinois. Ms. Kidd purchased a 2016 Mazda CX-5 from Biggers Mazda, an
5 authorized Mazda dealership, in South Elgin, Illinois, in or about April of 2015.
6 Prior to purchase, Ms. Kidd spoke with the dealer sales representative about the
7 vehicle, inspected the Monroney sticker posted on the side of the vehicle and test
8 drove the vehicle. Ms. Kidd purchased her vehicle primarily for personal, family
9 or household purposes. Ms. Kidd’s vehicle was designed, manufactured, sold,
10 distributed, advertised, marketed and warranted by Mazda.

11 8. Within the first year of Ms. Kidd’s ownership of her vehicle, and
12 within her 3 year/ 36,000 miles New Vehicle Limited Warranty (“NVLW”), she
13 experienced the DRL Defect when her left-side daytime running light went out.
14 Ms. Kidd brought her vehicle to Brian Bemis Mazda in Sycamore, Illinois and
15 asked for it to be repaired. Ms. Kidd was informed by the service representative
16 that the repair would cost approximately \$1,000 to \$1500 and was not covered
17 under her warranty. Ms. Kidd declined to have the repair performed due to the
18 cost. Approximately one year later Ms. Kidd’s right-side daytime running light
19 went out as well. Ms. Kidd did not have this light repaired because of the
20 prohibitive cost. As described in detail herein, further repair attempts would
21 have been futile given Defendant’s steadfast refusal to acknowledge the true
22 nature and extent of the DRL Defect and provide an adequate remedy free of
23 charge.

24 9. At all times, Ms. Kidd has driven her vehicle in a foreseeable
25 manner and in the manner in which it was intended to be driven.

26 **B. Defendant**

27 10. Defendant, Mazda Motor of America, Inc., is a California
28

1 corporation with its principal place of business located at 200 Spectrum Center
2 Drive Suite 100, Irvine, CA 92618 doing business in California and throughout
3 the United States.

4 11. Defendant is responsible for the design, manufacture, distribution,
5 marketing, sale and lease of the Class Vehicles.

6 12. Whenever, in this Complaint, reference is made to any act, deed or
7 conduct of Defendant, the allegation means that Defendant engaged in the act,
8 deed, or conduct by or through one or more of its officers, directors, agents,
9 employees or representatives who was actively engaged in the management,
10 direction, control, or transaction of the ordinary business and affairs of the
11 Defendant.

12 **III. JURISDICTION**

13 13. This is a class action.

14 14. This Court has subject matter jurisdiction over this action under the
15 Class Action Fairness Act, 28 U.S.C. § 1332(d). The aggregated claims of the
16 individual class members exceed the sum value of \$5,000,000, exclusive of
17 interest and costs. There are more than 100 Class Members. At least one Class
18 Member is a citizen of a different state than the Defendant.

19 15. This Court has personal jurisdiction over Defendant because it is a
20 California corporation registered to conduct business in California, has sufficient
21 minimum contacts with California, and otherwise intentionally avails itself of the
22 markets within California through the promotion, sale, marketing and
23 distribution of its vehicles in California, so as to render the exercise of
24 jurisdiction by this Court proper and necessary.

1 **IV. VENUE**

2 16. Venue is proper in this District because substantial part of the acts
3 and omissions alleged herein took place in this District given that Defendant
4 resides in this District. In addition, the Class Vehicles were and are regularly
5 advertised, marketed, sold/leased and serviced in this District through
6 Defendant's network of dealers.

7 **V. FACTUAL ALLEGATIONS**

8 17. Upon information and belief, Mazda has sold, directly or indirectly
9 through dealers and other retail outlets, many thousands of Class Vehicles
10 throughout the United States.

11 18. The DRL Defect causes the Class Vehicles' Daytime running lights
12 to flicker, dim and burn out prematurely. The DRL Defect reduces the Class
13 Vehicles' visibility to oncoming traffic, pedestrians and other vehicles during
14 normal driving conditions and even more so during extreme weather conditions.

15 **A. Mazda's Pre-Sale Knowledge of the DRL Defect**

16 19. Plaintiff is informed and believes, and based thereon alleges, that
17 Mazda became aware of the DRL Defect through sources not available to
18 Plaintiff and Class Members, including, but not limited to: pre-production
19 testing, pre-production design failure mode and analysis data, production design
20 failure mode and analysis data, early consumer complaints made exclusively to
21 Mazda's network of dealers and directly to Mazda, aggregate warranty data
22 compiled from Mazda's network of dealers, testing conducted by Mazda in
23 response to consumer complaints, and repair order and parts data received by
24 Mazda from Mazda's network of dealers.

25 20. During the pre-release process of designing, manufacturing,
26 engineering, and testing the Class Vehicles, Mazda, directly and/or through its
27 agents or affiliated companies in the supply chain, necessarily would have
28

1 gained comprehensive and exclusive knowledge about the Class Vehicles’
2 daytime running lights, including, but not limited to: performance under various
3 operating conditions, the basic engineering principles behind the daytime
4 running light design; the forces and stresses the daytime running light would
5 face; when and how the daytime running light would experience performance
6 problems or fail; and, the cumulative and specific impacts on the daytime
7 running light caused by wear and use, the passage of time, driver habits,
8 environmental factors, etc.

9 21. An adequate pre-release analysis of the design, manufacturing,
10 engineering and testing of the daytime running light used for the Class Vehicles
11 would have revealed to Mazda that the Class Vehicles’ daytime running lights
12 are defective.

13 22. Upon information and belief, Mazda also would have known about
14 the daytime running light Defect because of the higher than expected number of
15 warranty repairs attempted and replacement components ordered from Mazda,
16 which should have alerted Mazda that the daytime running lights were defective.
17 Upon information and belief, Mazda service centers use Mazda replacement
18 parts that they order directly from Mazda, and all warranty repair attempts are
19 logged into a centralized database to which Mazda has access. Therefore, Mazda
20 would have detailed and accurate data regarding the number and frequency of
21 replacement part orders and warranty repair attempts. The ongoing high number
22 of warranty repair attempts and sales of replacement parts was known to Mazda
23 and would have alerted Mazda that the daytime running lights were defective
24 and posed a safety risk early on.

25 23. Upon information and belief, Mazda also knew about the DRL
26 Defect because numerous consumer complaints regarding daytime running lights
27 going out were made directly to Mazda. The large number of complaints, and
28

1 the consistency of their descriptions of headlight problems alerted Mazda to the
2 Defect. The full universe of complaints made directly to Mazda about the DRL
3 Defect is information presently in the exclusive possession, custody and control
4 of Mazda and is not yet available to Plaintiff prior to discovery. However, upon
5 information and belief, many Class Vehicle owners complained directly to
6 Mazda and Mazda dealerships and service centers about the repeated daytime
7 running light problems their vehicles experienced.

8 24. On information and belief, Technical Service Bulletins (“TSBs”)
9 quietly issued by Mazda to its dealers evidence its pre-sale knowledge of the
10 DRL Defect as well as the continuing nature of the problem.

11 25. Mazda had and has a duty to fully disclose the true nature of the
12 DRL Defect and the associated repair costs to purchasers and lessees of the Class
13 Vehicles, among other reasons, because the DRL Defect is safety-related;
14 because Mazda had and has exclusive knowledge or access to material facts
15 about the Class Vehicles’ daytime running lights that were and are not known to
16 or reasonably discoverable by Plaintiffs and the other Class Members; and
17 because Mazda has actively concealed the DRL Defect from its customers.

18 **B. Example Consumer Complaints**

19 26. Hundreds, if not thousands, of purchasers and lessees of the Class
20 Vehicles have experienced the DRL Defect.

21 27. The following example complaints filed by consumers with the
22 NHTSA and posted on the Internet, which on information and belief Mazda
23 actively monitored during the relevant period, demonstrate that the DRL Defect
24 is widespread and safety-related:

- 25
- 26 • NHTSA ID No. 10778543 (September 29, 2015): HEADLIGHT
27 CLEAR LENS IS MELTING FROM INSIDE. CLEAR LENS
28 THAT COVERS HEADLIGHT HAS COATING INSIDE AND

1 OUTSIDE. IT IS THE INSIDE COATING THAT IS FLOWING
2 DOWN. LOOKS LIKE IT WAS OVER-APPLIED DURING
3 MANUFACTURING PROCESS. BUT IN TIME, IT'S
4 APPEARANCE IS BECOMING MORE AND MORE VISIBLE.
5 BOTH LEFT AND RIGHT. MAKING THE CAR LOOKING
6 LIKE 10 YEAR OLD. APPEARANCE ISSUE WAS PRESENT
7 IN PARKING LOT OF DEALER. DEALER KNOWS ABOUT
8 THIS ISSUE AND ASSURED ME TO REPLACE IT. BUT
9 AVOIDING MY CALLS FOR SIX MONTHS. MAZDA
10 CUSTOMER SERVICE TELLS ME TO BRING THE
11 VEHICLE TO SERVICE CENTER. SO I TOOK THE CAR TO
12 SERVICE, AND MAZDA TECHNICIAN GUY TOOK A
13 LOOK AT IT AND PICTURED. NO ONE IS ANSWERING
14 MY CALLS NOR GIVING ME ANY UPDATE ON
15 HEADLIGHT REPLACEMENT.

- 16 • NHTSA ID No. 10983424 (May 4, 2017): THERE ARE TWO
17 PROBLEMS WITH THE TURN SIGNAL. FIRST AND
18 FOREMOST, ON VEHICLES THAT ARE EQUIPPED WITH
19 LED HEADLIGHTS AND LED DAYTIME RUNNING
20 LIGHTS, IT IS VERY HARD TO DISTINGUISH THE TURN
21 INDICATOR SINCE IT IS AN INCANDESCENT BULB, IT IS
22 NOT AS BRIGHT AS THE LED DAYTIME RUNNING
23 LIGHTS THAT WHEN THEY ARE ILLUMINATED AND
24 LOOKING STRAIGHT AT THE VEHICLE, IT IS HARD TO
25 TELL IF THE TURN SIGNAL IS ACTIVATED. THIS COULD
26 BE FIXED BY EXTINGUISHING THE DAYTIME RUNNING
27 LIGHT TEMPORARILY WHILE THE TURN SIGNAL ON
28 THE SIDE WHICH THE INDICATOR IS ACTIVATED. IN
ADDITION, THE FRONT MARKER BULB IS HARD TO
DISTINGUISH FROM THE SIDE, IT SHOULD BE A
SEPARATE BULB ON THE ASSEMBLY. THE REAR
MARKER LIGHT IS MUCH MORE PRONOUNCED AND
VISIBLE NOT ONLY BECAUSE IT IS AN LED BULB, BUT
BECAUSE IT IS A SEPARATE FIXTURE FROM THE TURN
SIGNAL AMBER COMBINATION LAMP.
- NHTSA ID No. 11018655 (August 21, 2017): DAYTIME LED
RUNNING LIGHTS FAILED ON PASSENGER'S SIDE. THIS
IS A FREQUENT PROBLEM WITH THIS YEAR, MAKE

1 AND MODEL ACCORDING TO A MAZDA OWNER'S
2 GROUP AND OFTEN OCCURS WITH EITHER DRIVER'S
3 OR PASSENGER'S SIDE LED DAYTIME RUNNING
4 LIGHTS.

5 [HTTPS://WWW.MAZDAS247.COM/FORUM/SHOWTHREAD
6 .PHP?123857122-DAYTIME-RUNNING-LIGHTS-DIM-
7 FLICKERING&P=6537092&POSTED=1#POST6537092](https://www.mazdas247.com/forum/showthread.php?123857122-daytime-running-lights-dim-flickering&p=6537092&posted=1#post6537092)

- 8 • NHTSA ID No. 11022103 (September 7, 2017): DAYTIME
9 RUNNING LIGHTS ON THE DRIVERS SIDE IS VERY DIM
10 AND NEEDS REPLACING. WHEN REPLACEMENT COST
11 APPROACH \$1500, I GET VERY UPSET. THIS COULD
12 HAPPEN AGAIN WHEN NOT UNDER WARRANTY.
13 SHOULD BE A RECALL AS MANY OTHERS HAVE THIS
14 PROBLEM
- 15 • NHTSA ID No. 11022118 (September 7, 2017): LED
16 DAYTIME RUNNING LIGHTS BURN OUT AND MAZDA
17 CHARGES \$1,200 EACH TIME FOR AN ENTIRE
18 HEADLIGHT LENS REPLACEMENT. THIS IS THE
19 SECOND TIME - FIRST TIME WAS COVERED UNDER
20 WARRANTY.
- 21 • NHTSA ID No. 11022671 (September 11, 2017): DAY
22 RUNNING LIGHT ON PASSENGER SIDE DOES NOT
23 WORK
- 24 • NHTSA ID No. 11046417 (November 15, 2017): DAYTIME
25 RUNNING LIGHT FLICKER ON AND OFF..... NOT ALL
26 THE TIME. I HAVE THE PART
- 27 • NHTSA ID No. 11080316 (March 20, 2018): I NOTICED
28 RECENTLY IN TRAFFIC THAT ONLY ONE OF MY
RUNNING LIGHTS WAS REFLECTING ON THE BACK OF
THE CAR IN FRONT OF ME. I DID SOME RESEARCH AND
FOUND A LOT OF STORIES OF THIS LIGHT GOING OUT
PREMATURELY, AND THE REPAIR IS COSTLY SINCE
THE ENTIRE HEADLIGHT UNIT NEEDS TO BE
REPLACED. MY WARRANTLY EXPIRED LESS THAN

1 TWO WEEKS AGO, BUT I AM GOING TO TRY TO GET
2 MAZDA TO COVER IT. I AM SUBMITTING THIS
3 COMPLAINT IN THE HOPES THAT MAZDA WILL START
4 COVERING THIS REPAIR FOR CARS EVEN OUT OF
5 WARRANTY, AS THESE LEDS SHOULD NOT FAIL AT 3
6 YEARS OLD.

- 7 • NHTSA ID No. 11080764 (March 21, 2018): PURCHASED
8 NEW, PASSENGER-SIDE HEADLIGHT LED LIGHTS
9 FLICKERED AND THEN WENT OUT AFTER ~18 MONTHS.
10 REPLACED UNDER WARRANTY. SIX TO EIGHT MONTHS
11 LATER, DRIVER-SIDE HEADLIGHT LED LIGHTS HAVE
12 THE SAME PROBLEM. REPLACED UNDER WARRANTY.

- 13 • NHTSA ID No. 11083502 (April 5, 2018): SHORTLY AFTER
14 GOING OVER 36,000 MILES (STANDARD WARRANTY
15 EXPIRATION) THE DRIVER'S SIDE DAYTIME RUNNING
16 LIGHT (DRL) LED'S DIMMED AND THEN FLICKER
17 CONTINUOUSLY. THIS SHOULD BE A SIMPLE LED
18 BULB, TRANSFORMER, OR BALLAST REPLACEMENT,
19 BUT THE MAZDA DEALERSHIP QUOTED \$1,275
20 DOLLARS TO REPLACE THE ENTIRE HEADLIGHT
21 ASSEMBLY. APPARENTLY THE DRL LED'S ARE NOT
22 INDIVIDUALLY SERVICEABLE. AFTER DOING SOME
23 QUICK RESEARCH, THERE ARE MULTIPLE MAZDA CX-5
24 OWNER FORUMS REPORTING THIS ISSUE BETWEEN
25 24,000 AND 36,000 MILES AFFECTING BOTH DRIVER
26 AND PASSENGER SIDE DRL LED'S. THIS IS A SAFETY
27 ISSUE IN THE FACT THAT THERE ARE COUNTRIES AND
28 STATES THAT REQUIRE DRL USE. TYPICALLY, IF A
HEADLIGHT BULB GOES OUT IT IS A MAINTENANCE
COST OF SOMEWHERE AROUND \$25 TO \$50 DOLLARS.
AN LED BULB WOULD TYPICALLY COST MORE, BUT
TO POTENTIALLY SPEND \$10,000 DOLLARS (8
HEADLIGHT ASSEMBLIES AT \$1,250 EACH) OVER THE
LIFETIME OF THE VEHICLE (TYPICALLY 120,000 MILES)
SEEMS A LITTLE EXCESSIVE. I AM HOPING FOR A
FUTURE SERVICE BULLETIN FROM MAZDA TO COVER
THIS DESIGN DEFECT (SIMILAR TO THE ONE

1 REGARDING THE HEADLIGHT ASSEMBLY GAS
2 CLOUDING ISSUE).

- 3 • NHTSA ID No. 11083760 (April 7, 2018): THE LEFT FRONT
4 HEADLIGHT ON THE VEHICLE IS FLICKERING AND
5 SOMETIMES GOES OUT. THIS HEADLIGHT IS KNOWN
6 TO HAVE ISSUES AND BASED ON THE PART NUMBERS
7 FROM MAZDA, IT HAS BEEN REDESIGNED MULTIPLE
8 TIMES IN THE PAST 2 YEARS. WITH THIS MANY
9 REDESIGN ATTEMPTS I AM JUST ASSUMING THEY ARE
10 HAVING PROBLEMS WITH THE HEADLIGHT AND
11 SHOULD ISSUE A RECALL. THIS VEHICLE IS JUST OUT
12 OF WARRANTY AS IT HAS 37,500 MILES AND THE
13 WARRANTY IS ONLY TO 36,000 MILES. THE
14 DEALERSHIP WANTS US TO PAY FOR THE HEADLIGHT
15 WHICH IS \$1,500 DOLLARS IN PARTS ALONE. THIS
16 SEEMS OUTRAGEOUS FOR A VEHICLE THAT IS ONLY 2
17 YEARS OLD. SEARCHING ONLINE THIS IS A VERY
18 COMMON ISSUE WITH MAZDA AND HAVING A
19 HEADLIGHT GO OUT DRIVING DOWN THE ROAD IS A
20 MAJOR SAFETY CONCERN LET ALONE A QUALITY OF
21 WORKMANSHIP CONCERN. THIS ISSUE NEEDS TO BE
22 ADDRESSED WITH A RECALL.
- 23 • NHTSA ID No. 11091141 (May 1, 2018): LED DAYTIME
24 RUNNING LIGHTS FLICKER DIMLY AND THEN DON'T
25 WORK. CAN'T REPLACE THEM UNLESS YOU REPLACE
26 THE ENTIRE LIGHTING ASSEMBLY.
- 27 • NHTSA ID No. 11092631 (May 9, 2018): PASSANGER SIDE
28 DAY TIME RUNNING HEADLIGHTS BEGAN FLICKERING
FOR ABOUT A MONTH AND THEN SIMPLY WENT OUT.
THIS CAR IS BRAND NEW WITHIN THE PAST YEAR AND
A HALF AND IS ABSOLUTELY RIDICULOUS. THE
DEALERSHIP HAD TO REPLACE THE FULL HEADLAMP
UNIT AS IT IS LED AND MAZDA KNOWINGLY
INSTALLED THESE FAULTY HEADLAMPS. I HAVE SEEN
HUNDREDS OF OTHER DOCUMENTED CASES OF THIS
ISSUE ON THE INTERNET.

- 1 • NHTSA ID No. 11098120 (May 26, 2018): WHILE ON A
2 RECENT HIGHWAY ROAD TRIP, MY 2016 MAZDA CX-5'S
3 DRIVER SIDE DAYTIME RUNNING LED LIGHTS, WHICH
4 COME EQUIPPED WITH THE TECHNOLOGY PACKAGE,
5 STOPPED ILLUMINATING PROPERLY. THE DAYTIME
6 RUNNING LAMP LED LIGHTS IN QUESTION WILL
7 FLICKER OR NOT ILLUMINATE AT ALL. I FOUND THIS
8 TO BE A SAFETY ISSUE AS DAYTIME RUNNING LIGHTS
9 ARE EQUIPPED ON VEHICLES TO ENHANCE VISIBILITY
10 AND SAFETY. A FLICKERING DAYTIME RUNNING
11 LAMP CAN CAUSE SERIOUS SAFETY CONCERNS
12 RESULTING IN DISTRACTED DRIVING RELATED
13 COLLISIONS. MAZDA ADVERTISED THESE SPECIFIC
14 HEADLAMPS AS BEING A LONG LASTING AND
15 PROVIDING ENHANCED SAFETY AS THEY ADAPT TO
16 CHANGING ROADWAY CONDITIONS. UPON
17 CONDUCTING INDEPENDENT RESEARCH INTO THE
18 DRL (DAYTIME RUNNING LAMP), IT WAS LEARNED
19 THAT MANY OTHER OWNERS OF THE 2016 MAZDA CX-
20 5, WITH THE TECHNOLOGY PACKAGE / LED
21 HEADLAMPS, HAVE BEEN EXPERIENCING THIS ISSUE
22 ALMOST AS SOON AS THE BASIC FACTORY
23 WARRANTY EXPIRES.

17 IT WAS THEN LEARNED THE AVERAGE COST TO GET
18 THIS SITUATION REMEDIED WOULD RESULT IN
19 HAVING TO PAY ALMOST \$1500 - \$2000 TO GET THE
20 WHOLE HEADLAMP UNIT REPLACED.

20 RESEARCH ON THE NHTSA WEBSITE REVEALED A
21 FAULTY GASKET AT THE BASE OF THE HEADLAMP
22 UNIT WHICH CAUSED MOISTURE/GAS TO DEVELOP ON
23 THE INTERIOR OF THE HEADLAMP LENS, THIS IS ALSO
24 PRESENT ON THIS VEHICLE. I FEEL THIS COULD
25 POTENTIALLY BE CAUSING THE HEADLAMP DRL TO
26 MALFUNCTION DUE TO A MOISTURE BUILD UP, OR
27 THE UNIT IS ALL TOGETHER DEFECTIVE FOR A
28 CERTAIN GROUPING OF CX-5'S WITH THIS HEADLAMP
ASSEMBLY I FEEL A RECALL INVESTIGATION SHOULD
BE CONDUCTED TO DETERMINE THE SOURCE OF THE

1 MALFUNCTION. I FEEL THIS IS A SIGNIFICANT ISSUE
2 AS IT WAS LEARNED THERE WAS A RECENT NATIONAL
3 BACK ORDER FOR THESE HEADLAMPS, I FIND THAT
4 SUSPICIOUS IF THEY WERE TO BE IN PROPER
5 WORKING ORDER.

- 6 • NHTSA ID No. 11100589 (June 8, 2018): LED DAYTIME
7 RUNNING LIGHTS BEGIN TO FLICKER AND THEN FAIL
8 WITHIN JUST 2-3 YEARS OF REGULAR USE. THE DRL
9 LIGHTS CANNOT BE EASILY REPLACED WITH A LIGHT
10 BULB/REPLACEMENT LED DUE TO THE LED CHIPS
11 BEING SOLDERED TO THE CIRCUIT BOARD WITHIN
12 THE HEADLIGHT ASSEMBLY. FULL HEADLIGHT
13 ASSEMBLY MUST BE REPLACED. WHEN DRL ARE OFF
14 IT CAN POTENTIALLY CREATE SAFETY HAZARDS FOR
15 DRIVERS OF VEHICLE AND OTHER VEHICLES AROUND.

- 16 • NHTSA ID No. 11104054 (June 26, 2018): LED DAYTIME
17 RUNNING LIGHTS ON HEADLIGHT NOW FLICKER AND
18 FAIL INSPECTION EVEN THOUGH NO DAMAGE OR
19 IMPACTS OCCURRED TO THE HEADLIGHT. REPAIR IS IN
20 EXCESS OF \$1200.

21 [HTTPS://WWW.CARCOMPLAINTS.COM/MAZDA/CX-
22 5/2016/LIGHTS/EXTERIOR_LIGHTING.SHTML](https://www.carcomplaints.com/Mazda/CX-5/2016/Lights/Exterior_Lighting.shtml)

23 [HTTP://WWW.CARPROBLEMZOO.COM/MAZDA/CX-
24 5/HEADLIGHTS-PROBLEMS.PHP](http://www.carproblemzoo.com/Mazda/CX-5/headlights-problems.php)

- 25 • NHTSA ID No. 11109979 (July 7, 2018): DAYTIME
26 RUNNING LIGHTS DO NOT FUNCTION WHILE VEHICLE
27 IS IN MOTION OR STATIONARY. PROBLEM IS
28 REPRODUCED DURING EVERY TRIP OR BY TURNING
ON THE PARKING LIGHTS WHEN THE VEHICLE IS
PARKED. WHEN PURCHASED, I WAS TOLD I WOULD
NEVER HAVE TO WORRY ABOUT THE NEW LED LIGHTS
AND THAT THEY WOULDN'T BURN OUT LIKE OLD-
STYLE LAMPS. THEY HAVE STOPPED FUNCTIONING
LESS THAN 3 MONTHS AFTER MY 3-YEAR/36,000-MILE
WARRANTY EXPIRED. I HAVE DRIVEN LESS THAN

1 22,500 MILES AND THE DEALERSHIP IS QUOTING ME
2 \$1,500 TO REPAIR WHAT SHOULD BE <\$100
3 (CONSERVATIVELY) FOR LEDS. LOOKING ONLINE,
4 THIS APPEARS TO BE A COMMON COMPLAINT FROM
5 OWNERS OF THIS VEHICLE, AND APPARENTLY MAZDA
6 HAS REVISED THE REPLACEMENT PART NUMEROUS
7 TIMES BUT PEOPLE ARE STILL EXPERIENCING
8 PROBLEMS AND COSTS TO CONSUMERS ARE
9 INCREASING FOR THIS SAFETY FEATURE.

- 10 • NHTSA ID No. 11109982 (July 7, 2018): THE FRONT
11 DRIVERS SIDE DAYTIME RUNNING LIGHTS ON MY 2016
12 CX-5 HAVE FAILED AFTER TWO YEARS AND 38900
13 MILES. YOU CANNOT REPLACE THE "BULB" FOR A FEW
14 DOLLARS. YOU MUST REPLACE THE ENTIRE LIGHT
15 UNIT THAT INCLUDES LOW BEAM, HIGH BEAM, TURN
16 SIGNAL, AND DAYTIME RUNNING LIGHTS (DRL). THIS
17 UNIT COSTS MINIMUM OF \$400.00 AND UP TO \$1200.00
18 WHEN INSTALLED BY DEALER. THIS IS AN
19 EXORBITANT PRICE TO PAY FOR A SIMPLE LED BULB
20 THAT SHOULD LAST LONGER THAN TWO YEARS IN
21 THE FIRST PLACE.
- 22 • NHTSA ID No. 11111308 (July 14, 2018): LED DAY TIME
23 RUNNING LIGHTS FAILED ON DRIVER'S SIDE OF
24 VEHICLE. KNOWN ISSUE WITH THE CX-5 CAUSING A
25 SAFETY CONCERN SINCE THIS IS NOT A SERVICEABLE
26 PART OF THE VEHICLE.
- 27 • NHTSA ID No. 11111493 (July 16, 2018): LED DAYTIME
28 RUNNING LIGHT ON PASSENGER-SIDE HEADLIGHT
FLICKERS AND IS VERY DIM. ON A FEW OCCASIONS,
THE DRIVER OF VEHICLE IN FRONT STATED THAT IT
LOOKED AS IF MY HEADLIGHT WAS OUT AS WELL.
VEHICLE IS ONLY 3-YEARS OLD. MILEAGE SHOULD
NOT AFFECT ELECTIRAL LED COMPONENTS. DRL'S OR
HEADLIGHTS ARE REQUIRED DURING ADVERSE
WEATHER CONDITIONS OR WHEN OPERATING THE
WINDSHIELD WIPERS.

- 1 • NHTSA ID No. 11112017 (July 17, 2018): FAILURE OF LED
2 DRL (DAYTIME RUNNING LIGHT) ON PASSENGER
3 (RIGHT) SIDE. NON REPLACEABLE BULB. REQUIRES
4 REMOVAL OF FRONT BUMPER COVER AND
5 REPLACEMENT OF COMPLETE HEADLIGHT MODULE
6 FOR EXCESS OF \$1000. MAZDA WAS PREVIOUSLY
7 REPLACING UNDER A SILENT WARRANTY.

- 8 • NHTSA ID No. 11115371 (August 2, 2018): AFTER
9 APPROXIMATELY 31,000 MILES, MY DRIVER SIDE
10 DAYTIME RUNNING LIGHTS CEASED TO WORK. THIS IS
11 A SAFETY HAZARD, SINCE I USE MY DAYTIME
12 RUNNING LIGHTS TO ALERT ONCOMING TRAFFIC OF
13 MY PRESENCE.

- 14 • NHTSA ID No. 11115681 (August 4, 2018): RIGHT SIDE
15 (PASSENGER SIDE) DRL LED LIGHT STRIP FLICKERING
16 AND/OR NOT ILLUMINATING WITH MAIN HEADLIGHTS
17 EITHER OFF OR ON. DURING DAYTIME DRIVING, WITH
18 HEADLIGHTS OFF, LED DRL NOT ILLUMINATING
19 AFFECTS VEHICLE CONSPICUOUSITY.

- 20 • NHTSA ID No.11118818 (August 9, 2018): THE PASSENGER
21 DAYTIME RUNNING LED LIGHT IN THE HEADLIGHT
22 ASSEMBLY EITHER DOES NOT WORK OR WILL
23 FLICKER DURING OPERATION OF THE VEHICLE. IN
24 ORDER FOR VEHICLES TO PASS INSPECTION, ALL
25 EXTERIOR LIGHTS MUST WORK, SO THIS IS A SAFETY
26 ISSUE THAT MAZDA NEEDS TO FURTHER
27 INVESTIGATE.

- 28 • NHTSA ID No. 11120052 (August 15, 2018): TL* THE
CONTACT OWNS A 2016 MAZDA CX5. THE CONTACT
STATED THAT THE BOTH HEADLIGHTS FAILED TO
FUNCTION. THE FAILURE HAD OCCURRED FOR THE
SECOND TIME. THE VEHICLE WAS TAKEN TO A
DEALER (COCHRAN VOLKSWAGEN OF NORTH HILLS
11750 US-19, WEXFORD, PA 15090 (412) 245-4620) WHERE
IT WAS INFORMED THAT THE VEHICLE WAS NO

1 LONGER COVERED UNDER A WARRANTY AND THAT
2 THE CONTACT WOULD BE RESPONSIBLE FOR THE
3 DIAGNOSIS FEES. THE MANUFACTURER WAS NOTIFIED
4 OF THE FAILURE AND WAS PROVIDED A CASE
5 NUMBER. THE CONTACT MENTIONED THAT THE
6 VEHICLE WAS SCHEDULED FOR DIAGNOSTIC TESTING
7 ON 08/20/2018. THE FAILURE MILEAGE WAS 29,950.

- 8 • NHTSA ID No.11123630 (August 31, 2018): RIGHT SIDE
9 RUNNING LIGHT WENT BAD JUST AFTER 36K MILES,
10 VERY EXPENSIVE REPLACEMENT, HAVE SEEN MANY
11 COMPLAINTS ABOUT THIS ISSUE, 1200.00 TO REPLACE
12 A RUNNING LIGHT???
- 13 • NHTSA ID No.11128769 (September 11, 2018): DRL IS NOT
14 WORKING PROPERLY. DRIVER SIDE COMPLETELY RUN
15 OUT, PASSENGER SIDE - DIMMED AND FLICKERING
16 PERMANENTLY. SMART CITY BRAKE SUPPORT
17 SYSTEM IS DISABLED AND NOT WORKING AS WELL AS
18 ADAPTIVE HIGH BEAM HEADLIGHTS.
- 19 • NHTSA ID No.11129983 (September 17, 2018): DRIVER SIDE
20 LED DAYTIME RUNNING HEADLIGHTS FLICKERING,
21 AND INTERMITTENTLY TURNING OFF AT 40,400 MILES.
22 PULLED OVER BY STATE POLICE AND ISSUED A
23 WARNING VIOLATION FOR NON-FUNCTIONING
24 HEADLIGHTS. VEHICLE WILL NOT PASS STATE SAFETY
25 INSPECTION. APPEARS TO BE A VERY COMMON
26 SAFETY ISSUE AMONG 2016 MAZDA CX-5 OWNERS.
- 27 • NHTSA ID No. 11130761 (September 22, 2018): BOTH FRONT
28 LED HEADLIGHT ASSEMBLIES SEEM TO BE TOTALLY
UNRELIABLE AFTER ~35K TO 40K MILES AND
CUSTOMERS ARE UNLIKELY TO QUICKLY REPLACE
SOMETHING THAT COSTS \$1200 EACH TIME. MAZDA
AGREED TO FIX ONE BUT WHEN THE SECOND ONE
WENT BAD AROUND 40K (OUR KID NOTICED WHILE
WE WERE PULLING IN INTO THE GARAGE AT NIGHT)
THEY SAID IT'S OUTSIDE WARRANTY AND THEY DON'T
SEE ANY ISSUES. THERE SEEM TO BE NEARLY 20
COMPLAINTS ABOUT THIS IN THE LAST FEW MONTHS

1 JUST ON THIS ONE SITE. THE SUV WON'T PASS STATE
2 INSPECTION WITHOUT THIS ISSUE FIXED, AND AT
3 \$1200 A POP, DRIVERS ARE LIKELY TO PUSH THE
4 LIMITS AND DRIVE THE SUV WITHOUT FIXING THE
5 ISSUE.

- 6 • NHTSA ID No. 11131934 (September 27, 2018): MY RIGHT
7 HEADLIGHT WAS FLICKER AND WAS COVERED UNDER
8 WARRANTY. NOW MY LEFT HEADLIGHT IS OUT AND
9 WILL COST OVER \$1100 TO REPLACE BECAUSE THE
10 WARRANTY ENDED. VEHICLE ONLY AS 23,000 MILES.
11 THERE MUST BE A PROBLEM WITH THESE
12 HEADLIGHTS FROM ALL THE COMPLAINTS FILED.
- 13 • NHTSA ID No. 11132048 (September 28, 2018): 2016 MAZDA
14 CX5 GRAND TOURING W/LED LIGHTING

15 OUR LEFT LED HEADLIGHT UNIT DAYLIGHT RUNNING
16 LIGHT HAS FAILED. WE SOON LEARNED THIS A
17 COMMON FAILURE WITH OURS AND MANY OTHER
18 CX5'S DUE TO WATER INTRUSION. THERE ARE UNITS
19 THAT HAVE FAILED AND UNITS THAT WILL FAIL.
20 FURTHER WE LEARNED THERE IS NO REPAIR EXCEPT
21 FOR A COMPLETE HEADLIGHT UNIT REPLACEMENT.
22 THE UNITS ARE "SEALED." THERE IS NO ACCESS EVEN
23 TO REPLACE A SIMPLE HEADLIGHT BULB. SHOULD A
24 LIGHT FAIL FAR FROM A DEALER, AT NIGHT, ONE IS
25 STUCK. WE BELIEVE THIS TO BE A SAFETY DEFECT
26 AND THAT A RECALL SHOULD BE ISSUED BY THE
27 NHTSA TO REQUIRE THE MANUFACTURER (MAZDA)
28 TO REPLACE BOTH DEFECTIVE SEALED LED
HEADLIGHT UNITS. OUR MAZDA DEALER REFUSES TO
DEAL WITH THIS ISSUE ON A WARRANTY BASIS.
BASED ON OUR RESEARCH THIS FAILURE GENERALLY
OCCURS AROUND THE 36,000 MILE MARK. IF A
HEADLIGHT CANNOT BE REPLACED, AT NIGHT, FAR
FROM A DEALER, THEN A SUBSTANTIAL SAFETY ISSUE
EXISTS. THE DAYLIGHT RUNNING LIGHT IS A
MANDATED SAFETY ITEM AND SHOULD ALWAYS BE
RELIABLE AND FUNCTIONING . PLEASE NOTE THE

1 MANY OTHER MAZDA CX5 OWNERS WHO HAVE ALSO
2 COMPLAINED. WE FIRST NOTICED THIS FAILURE BY
3 OBSERVING OUR REFLECTION IN A BUSINESS
4 WINDOW. THE LED DAYTIME LIGHTS ONLY COME ON
5 WHEN THE VEHICLE FIRST STARTS ROLLING
6 PRECLUDING PERFORMING A PRECHECK.

- 7 • NHTSA ID No. 11139423 (October 10, 2018): THE FRONT
8 HEADLIGHTS HAVE BEEN REPLACED TWICE ON EACH
9 SIDE AND I AM WAITING ON BOTH HEADLIGHT
10 ASSEMBLY KITS. THEY TELL ME IT IS A 1000.00 PLUS
11 COST TO ME. AFTER SPEAKING WITH NATIONAL
12 MAZDA (NOT NAPLETON) I WAS TOLD THEY HAD TO
13 MAKE A CHANGE. SHOUD THEY NOT HAVE A
14 RECALL FOR THIS, WHILE WAITING FOR MY LEFT
15 HEADLIGHT MY RIGHT WENT OUT WHILE DRIVING
16 HOME LAST NIGHT. I NOW HAVE NO HEADLIGHTS FOR
17 A 30K CAR. HELP

- 18 • NHTSA ID No. 11140667 (October 16, 2018): 2016 MAZDA
19 CX5 GRAND TOURING W/LED LIGHTING
20 RIGHT DAYLIGHT RUNNING LIGHT (DLR) HAS FAILED.

21 MY 2016 CX-5 HAS 25,400 MILES AND IS 3 MONTHS OUT
22 OF WARRANTY. THESE HEADLIGHT UNITS ARE
23 SEALED, IF ANY LIGHT IN THE UNIT FAILS, I AM TOLD
24 BY MAZDA THRE IS NO REPAIR EXCEPT FOR A
25 COMPLETE HEADLIGHT UNIT. IF A BLUB FAILS THE
26 ENTIRE HEADLIGHT UNIT MUST BE REPLACED AT A
27 \$1600 COST. ONLY A MAZDA DEALER CAN REPLACE
28 THE HEADLIGHT UNIT. GOOD LUCK IF THERE IS NO
MAZDA DEALER NEARBY. THIS IS UNACCEPTABLE TO
ME BECAUSE THIS IS COMMON FAILURE IN MANY
OTHER CX-5'S. THIS IS DEFINITELY A SAFETY ITEM,
DRIVING AT NIGHT AND A ENTIRE HEADLIGHT UNIT
FAILS, WILL OTHER UNITS FAIL? I THINK SO, BECAUSE
THIS IS DEFINITELY A DESIGN PROBLEM WITH ALL
MAZDA HEADLIGHT UNITS. I WOULD HOPE THAT
MAXDA WOULD DO THE RIGHT THING AND FIX THIS

1 PROBLEM UNDER A RECALL PROCEDURE BEFORE
2 SOMEONE GETS KILLED. THE NHTSA NEEDS TO FORCE
3 MAZDA TO ISSUE A RECALL ON THIS DANGEROUS
4 DEFECT

- 5 • NHTSA ID No. 11154338 (November 27, 2018): 2016 MAZDA
6 CX-5 SUV PASSENGER SIDE DAYTIME RUNNING LIGHT
7 STARTED FLICKERING AND BECAME DIM AT ONLY
8 AROUND 12K MILES. MY WARRANTY HAS ALREADY
9 EXPIRED DUE TO THE FACT THAT I BOUGHT IT IN 2015
10 TIME FRAME. THE FACT THAT MANY OTHER CX-5
11 OWNERS ALSO HAVE ENCOUNTERED THE SAME
12 PROBLEM, AT VERY LOW MILEAGES, SUGGEST THAT
13 THERE IS DEFINITELY A PRODUCT DEFECT WHICH IS
14 ALSO A SAFETY RELATED PROBLEM, GIVEN MORE
15 TIME DOWN THE LINE.
- 16 • NHTSA ID No. 11156686 (December 6, 2018): HEADLIGHT
17 ASSEMBLY HAS A SINGULAR ENTITY CONTAINING
18 THE LOW AND HIGH BEAMS, AND THE DAYTIME
19 RUNNING LED LIGHTS. THEY ARE NOT USER
20 REPLACEABLE. THE DRL'S FAIL, REQUIRING A \$1200
21 PART AND \$300 REPLACEMENT COSTS FOR THE ENTIRE
22 UNIT. GIVEN THESE COSTS, THE LED LIGHTS (WHICH
23 SHOULD LAST 10 YEARS AND ARE FAILING
24 PREMATURELY BETWEEN 12 AND 24 MONTHS) ARE
25 LIKELY TO GO UNREPAIRED AND NEGATIVELY
26 IMPACT SAFETY.
- 27 • NHTSA ID No. 11160550 (December 10, 2018): I HAVE
28 35,000ISH MILES ON MY VEHICLE, AND HAVE
DISCOVERED THAT MY RIGHT LED DAYTIME RUNNING
LIGHT HAS ALREADY BURNT OUT, AND MY LEFT ONE
IS FLICKERING, ABOUT TO BURN OUT. I HAVE READ
ON MANY FORUMS THAT THIS IS AN EXTREMELY
PERVASIVE PROBLEM, AND MAZDA WANTS UPWARDS
OF \$1,200 PER LIGHT TO REPLACE (CANNOT JUST
CHANGE OUT LAMPS). THIS SEEMS WORTHY OF A
RECALL WITH THE NUMBER OF REPORTS ON SIMLIAR
2016'S I'VE SEEN ALONE.

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- NHTSA ID No. 11163693 (December 27, 2018): RUNNING LIGHT ON THE DRIVER SIDE HEADLIGHT IS EXTREMELY DIM AND SOMETIMES DOES NOT EVEN COME ON.
- NHTSA ID No. 11164509 (January 2, 2109): PASSENGER SIDE DAYTIME RUNNING LIGHT HAS BURNED OUT. NO WAY TO GET TO IT AS THE LIGHT IS SEALED. THE DEALER WILL NOT REPLACE AS THE VEHICLE IS NO LONGER UNDER WARRANTY. LED LIGHTS ARE SUPPOSED TO LAST TENS OF THOUSAND OF HOURS, THIS HAS TO BE A PROBLEM WITH THE ACTUAL ELECTRONICS. IN MY RESEARCH THIS SEEMS TO BE A PRETTY COMMON PROBLEM, AND CX-5 OWNERS SHOULD NOT HAVE TO PAY HUNDREDS (IN SOME CASES THOUSANDS) OF DOLLARS TO FIX A FAULTY/ FLAWED LIGHT.
- NHTSA ID No. 11165842 (January 4, 2019): MY 2 YEAR OLD "TOP OF THE LINE" MAZDA CX-5 AWD GRAND TOURING HAD A FAILURE OF THE DAYTIME RUNNING LIGHTS (PASSENGER SIDE). WHEN I ASKED MY MAZDA DEALERSHIP ABOUT IT THEY SAID "YEAH, WE'VE SEE LOTS OF THOSE PROBLEMS ON YOUR YEAR/MODEL, YOU DEFINITELY NEED TO GET IT FIXED SINCE YOU WILL FAIL YOUR SAFETY CHECK". I ASKED SINCE THIS WAS A "COMMON" SAFETY PROBLEM FOR MY MODEL/YEAR WHY IS THERE NO RECALL FROM MAZDA. MAZDA DEALERSHIP STAFF SHRUGGED AND HANDED ME AN ESTIMATE FOR \$1500.00 TO FIX THIS SAFETY RELATED PROBLEM ON MY 2 YEAR OLD VEHICLE. THEY SAID FILE A COMPLAINT WITH NHTSA, BUT MAZDA IS NOT PAYING FOR THIS.
- NHTSA ID No. 11166349 (January 10, 2019): I AND NUMEROUS CX 5 OWNERS ARE REPORTING DAYTIME LED RUNNING LIGHT FAILUE AT AROUND 35,000 MILES OR 3 YEARS. THIS PROBLEM IS DIFICULT FOR THE DRIVER TO DETECT BECAUSE THE LIGHTS ONLY TURN

1 ON WHEN THE VEHICLE STARTS TO MOVE. THE
2 PROBLEM CAN ONLY BE FIXED BY REPLACING THE
3 WHOLE LED ASSEMBLY (\$1,200) PER HEADLIGHT.
4 THEREFORE, MANY OWNERS WILL SIMPLY DRIVE
5 THESE CARS IN AN UNSAFE CONDITION BECAUSE
6 THEY ARE UNAWARE OF THE PROBLEM OR CANNOT
7 AFFORD THE REPAIR.

- 8 • NHTSA ID No. 11170938 (January 19, 2019): DAYTIME
9 RUNNING HEAD LIGHT IS GOING DIM. THE LEDS ARE
10 FAILING AFTER ONLY A LITTLE OVER 3 YEARS.
- 11 • NHTSA ID No. 11171174 (January 21, 2019): DAYTIME
12 RUNNING LIGHTS NO LONGER WORK. FREQUENT
13 PROBLEM WHEN RESEARCHING WEB
- 14 • NHTSA ID No. 11173253 (January 31, 2019): THE DAYTIME
15 RUNNING LIGHT ON THE DRIVER'S SIDE HEADLIGHT
16 ASSEMBLY FAILED AFTER 3 YEARS AND 60,000 MILES.
17 IT IS AN LED, NON-REPLACEABLE LIGHT THAT IS PART
18 OF THE ENTIRE HEADLIGHT ASSEMBLY. OUT OF
19 WARRANTY AND DEALERS WANT IN EXCESS OF \$1,000
20 TO REPLACE THE HEADLIGHT ASSEMBLY. THE LED
21 LIGHT SHOULD LAST MORE THAN 3 YEARS. THIS IS A
22 SAFETY ISSUE AND SHOULD BE A RECALL BY MAZDA.
- 23 • NHTSA ID No. 11174838 (February 6, 2019): DAYTIME
24 RUNNING LIGHTS. DRIVERS SIDE LIGHT GOING OUT.
25 PASSENGER SIDE RUNNING LIGHT IS OUT. I CALLED
26 DEALERSHIP AND PRICE WAS GOING TO BE CLOSE TO
27 \$1200 EACH. I WAS UNAWARE THE PASSENGER SIDE
28 LIGHT WAS OUT. I DID NOTICE LAST FALL A
'BLINKING' IN THE LED ON DRIVER'S SIDE. WILL THERE
BE A RECALL ON THIS MALFUNCTION?
- NHTSA ID No. 11176438 (February 12, 2019): DAYLIGHT
RUNNING LIGHTS FAILING AFTER ONLY 50000 MILES

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- NHTSA ID No. 11180321 (February 15, 2019): DAYTIME RUNNING LIGHT ON PASSENGER SIDE HEADLIGHT IS FLICKERING - DEALERSHIP SAID THE ENTIRE HEADLIGHT ASSEMBLY NEEDS TO BE REPLACED AT OVER \$1000 PER SIDE. THE VEHICLE IS ONLY 3 1/2 YEARS OLD AND ONLY HAS 46000 ON IT BUT OF COURSE OUT OF WARRANTY. THERE HAVE BEEN TOO MANY DEFECTIVE 2016 MAZDA CX-5'S WITH THE SAME ISSUE - HOW CAN THESE DEALERS SELL DEFECTIVE VEHICLES OR NOT BE MADE TO FIX THE CHEAP DEFECTIVE PARTS THEY USE. DAYTIME RUNNING LIGHTS ARE USED FOR SAFETY.....SOMETHING SHOULD BE DONE TO RESOLVE THIS ISSUE.

- NHTSA ID No. 11180499 (February 16, 2019): PROBLEM WITH BOTH LED RUNNING LIGHTS. ONE IS COMPLETELY OUT AND THE OTHER STRING IS PARTIALLY LIT. MY DEALERSHIP TOLD ME THAT THIS PROBLEM IS COMMON (CONSISTENT WITH ONLINE COMPLAINT POSTS) BUT THE WARRANTY WILL ONLY COVER IT IF THE MILES ARE UNDER 36,000 MILES...MY CAR'S MILEAGE IS OVER THAT.

- NHTSA ID No. 11183933 (March 4, 2019): MAZDA CX-5, HIGHLIGHT ASSEMBLIES NEED FULL REPLACEMENT, TWO MONTHS OUT OF 3 YEAR WARRANTY. NOT CONSIDERED A SAFETY CONCERN... ????? \$3,000 TO REPLACE BOTH.

- NHTSA ID No. 11190658 (March 22, 2019): DAYTIME RUNNING LIGHTS FLICKERING. DEALERSHIP ADVISED NEEDS REPLACED AT \$1100 PLUS FOR ONE. I THOUGHT LEDS LASTED FOR 10 YEARS. VEHICLES ARE BEING DRIVEN IN UNSAFE CONDITIONS BECAUSE OF COST OR ARE UNAWARE OF THE PROBLEM. THIS APPEARS TO BE A COMMON PROBLEM. MAZDA SHOULD HAVE TO DO THE RIGHT THING AND STAND BEHIND THIS ISSUE.

- 1 • NHTSA ID No. 11191791 (March 27, 2019): MAZDA CX-5
2 GRAND TOURING LED DAYTIME RUNNING LIGHTS ARE
3 DIM ON DRIVER SIDE AFTER ONLY 48,000 MILES.
4 OUTSIDE OF 36K MILE WARRANTY. MY
5 UNDERSTANDING IS THAT MANY OF THESE LED
6 HEADLIGHTS ARE DEFECTIVE AND NUMEROUS
7 OWNERS ARE HAVING SIMILAR ISSUES AFTER 40K
8 MILES.

- 9 • NHTSA ID No. 11191780 (March 27, 2019): DAYTIME LED
10 RUNNING LIGHTS FLICKERING AND GOING OFF. MY
11 VEHICLE ONLY HAS 22,000 MILES

12 THIS IS A SAFETY ISSUE AND NOW I FEAR MY WHOLE
13 HEADLIGHT WILL GO OUT. THIS HAPPENS WHEN
14 PARKED AND DRIVING. A SAFETY RECALL NEEDS TO
15 BE ISSUED FOR THIS SERIOUS AND DEADLY PROBLEM.
16 NOTICED THIS A MONTH AGO BUT COULD HAVE BEEN
17 GOING ON FOR AWHILE

18 I AM BEGGING YOU PLEASE ADDRESS THIS ISSUE
19 BECAUSE AT 22,000 MILES THIS SHOULD NOT HAPPEN

- 20 • NHTSA ID No. 11192732 (March 31, 2019): PASSENGER
21 SIDE DAYLIGHT RUNNING LIGHTS DIED.

- 22 • NHTSA ID No. 11193692 (April 3, 2019): THE LED HALO
23 LIGHT IN THE FRONT HEADLAMPS WENT
24 COMPLETELY OUT ON ONE SIDE AND FLICKERS ON
25 THE OTHER SIDE. THE REPAIR IS \$1000 PER SIDE AND
26 ISN'T COVERED BY WARRANTY. THIS IS A SAFETY
27 ISSUE AND MAZDA KNOWS IT . MULTIPLE PEOPLE ARE
28 HAVING THE SAME EXACT ISSUE AROUND THE SAME
TIME. THERE IS A MANUFACTURER'S DEFECT AND
THERE NEEDS TO BE A SAFETY RECALL. NO ONE CAN
OR WILL PAY THAT KIND OF MONEY FOR A LIGHT
BULB. THE PROBLEM IS PROLIFIC AND NEEDS TO BE
ADDRESSED.

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- NHTSA ID No. 11195024 (April 9, 2019): DRIVERS SIDE RUNNING LIGHT NOT WORKING. DEALER REPLACED AFTER 37 MONTHS 38921 MILAGE. ONE YEAR OUT OF WARRANTY. CAR WAS STATIONARY WHEN I NOTICED PROBLEM.
- NHTSA ID No.11202943 (April 22, 2019): MANY 2016 MAZDA CX-5S ARE EXPERIENCING FAILURES OF ONE OR BOTH DAYTIME RUNNING LIGHTS. THESE ARE SEALED BEAM LIGHTS, SO IT COSTS ALMOST \$1000 TO REPLACE AND ARE NOT COVERED BY ORIGINAL OR EXTENDED WARRANTY. RUNNING LIGHTS ARE A SAFETY FEATURE - SHOULDN'T THIS BE A RECALL ITEM? MY PASSENGER SIDE WENT OUT AT JUST OVER 37,000 MILES - JUST AFTER THE 3-YEAR / 36,000 MILE WARRANTY, BUT I PURCHASED AN EXTENDED WARRANTY. NEITHER COVER THE PROBLEM.
- NHTSA ID No. 11202962 (April 22, 2019): PASSENGER RUNNING LIGHT -HALO- STARTED FLICKERING/ DIMMING AND NOW IS COMPLETELY BURNT OUT WITH 33000 MILES ON VEHICLE. SAFETY HAZARD AND REPEATED ISSUE KNOWN BY MAZDA SHOULD BE ADDRESSED BY MAZDA. \$1000+ TO REPLACE A LIGHT IS RIDICULOUS WHEN TYPICALLY LIGHTS CAN BE REPLACED VIA BULB REPLACEMENT, THIS LED IS A CLOSED ASSEMBLY AND REQUIRES DEALERSHIP REPLACEMENT. EVERY 2-3 YEARS OWNERS SHOULD PAY \$3000 TO REPLACE HEADLIGHTS? REALLY!?! NOT OK. THIS IS A FAULTY PART/DESIGN FLAW THAT CREATES SAFETY HAZARD WHEN USING RUNNING LIGHTS THAT ARE NOT FULLY OPERATIONAL, ESP IN THE PACNW WITH RAIN/POOR VISIBILITY.
- NHTSA ID No. 11204092 (April 27, 2019): FRONT PASSENGER SIDE DAY TIME RUNNING LIGHTS SUDDENLY FAILED AT JUST 27,500 MILES. IN ORDER TO REPLACE THE LEDS, THE ENTIRE LIGHT UNIT NEEDS TO BE CHANGED OUT, AND CAN ONLY BE DONE AT THE DEALERSHIP AT A COST OF OVER \$1200. THIS IS A

1 VERY QUICK FAILURE OF A LONG LASTING LED LIGHT
2 AND AT A HIGH COST TO THE OWNER. THIS SHOULD
3 FALL UNDER A RECALL.

- 4 • NHTSA ID No. 11206175 (May 8, 2019): DRIVER SIDE
5 DAYTIME RUNNING LIGHTS STOPPED WORKING
6 AFTER 3.5 YEARS. THIS IS A COMMON PROBLEM FOR
7 THE MAZDA CX-5 2016 MODEL YEAR. MAZDA KNOWS
8 ABOUT THE ISSUE BUT IS NOT ISSUING A RECALL. THE
9 COST TO REPAIR THE ISSUES IS OVER \$1,000.00 JUST TO
10 REPLACE THE WORN OUT LED'S.
- 11 • NHTSA ID No. 11206240 (May 8, 2019): MY 2016 MAZDA
12 CX5 GRAND TOURING HAS LED DAYTIME RUNNING
13 LIGHTS AND HAVE BECOME DIM ON DRIVER SIDE
14 AFTER ONLY 36,620 MILES, I WAS TOLD BY THE
15 DEALER SERVICE REPRESENTATIVE THAT THEY ARE
16 JUST OUTSIDE THE 3 YEAR/36K MILE WARRANTY AND
17 THEREFORE NOT COVERED. HE ALSO TOLD ME THAT
18 WHOLE HEADLIGHT UNIT WILL HAVE TO BE
19 REPLACED AND WILL COST \$1000-1100 (ESTIMATE). MY
20 UNDERSTANDING IS THAT MANY OF THESE LED
21 HEADLIGHTS ARE DEFECTIVE AND NUMEROUS
22 OWNERS ARE HAVING SIMILAR ISSUES
23 ([HTTPS://WWW.CARCOMPLAINTS.COM/MAZDA/CX-
24 5/2016/LIGHTS/EXTERIOR_LIGHTING.SHTML](https://www.carcomplaints.com/Mazda/CX-5/2016/Lights/Exterior_Lighting.shtml))
- 25 • NHTSA ID No. 11207575 (May 14, 2019): DAYLIGHT
26 RUNNING LIGHT EARLY FAILURE. ADVISED ONLY
27 SOLUTION IS COMPLETE HEADLIGHT ASSEMBLY
28 ESTIMATED AT OVER \$1000 COST. SAFETY ISSUE & I
SEE ITS A COMMON PROBLEM. MAZDA AS THE MFG
SHOULD CALL ON ITS SUPPLIER TO MAKE IT RIGHT
AND ITS DRIVERS SAFER ON THE ROAD. I ALWAYS
LIKE TO RUN THESE AS A SAFETY PRECAUTION AS
THEY ARE INTENDED.
- NHTSA ID No. 11209109 (May 21, 2019): PASSENGER SIDE
DAYLIGHT LED HEADLIGHT QUITE WORKING. THIS IS
A FAIRLY COMMON ISSUE FOR THIS VEHICLE. THIS IS

1 A SAFETY CONCERN AND NEEDS TO BE
2 INVESTIGATED. MAZDA IS IGNORING THIS ISSUE.
3 HOWEVER THEY WILL GLADLY TAKE YOUR \$1200 AND
4 REPLACE THE LIGHT. THIS ISSUE SMELLS LIKE A
5 MAZDA SCAM TO ME. PLEASE INVESTIGATE.

6 28. Consumer complaints have been posted elsewhere on the Internet as
7 well. For example, the following complaints have been posted on the
8 carcomplaints.com website:

- 9 • Carcomplaints.com (October 1, 2017): Currently fighting to get
10 the Extended Warranty to cover the replacement headlamp
11 assembly. The dealer is saying they typically don't cover
12 headlights/bulbs. This is not a replaceable part by the consumer.
13 The LED's are marketed to last the life of the vehicle, so why is
14 this happening less than 3 years into ownership of the car??? This
15 is unacceptable and a very common safety failure. Why isn't this
16 a recall Mazda??? Do you want to lose a bunch of loyal
17 customers? I wouldn't! MAKE IT RIGHT DAMNIT! I'll see you
18 in court.
- 19 • Carcomplaints.com (August 6, 2018): Have read many
20 complaints from other CX5 owners about the DRL (daytime
21 running lights) not working. Warranty ran out 2 weeks ago. I
22 contacted the Mazda hotline and told them that the drivers side
23 DRL quit working just before the warranty ran out, but due to a
24 family illness I couldn't get to the dealer until now. They told me
25 they needed more info from the dealer and would get back to
26 me..I'm waiting. This should definitely be a factory recall for the
27 life of the vehicle. If they won't cover it under warranty, I'll just
28 have the other one turned off.and use my headlights in the day
time.when necessary.
- Carcomplaints.com (September 1, 2018): I bought a 2016 CX5 I
have 47k miles. The daytime running lights start to flicking.
Took to dealership to price for light bulb. They informed me you
have to replace the whole light unit costing \$1200. I have only
had my car for 2 months and the cost I paid for my car out of
pocket. Now I have to pay \$1200 to replace the light bulb is

1 CRAZY!!! Can't believe this is not covered in our warranty. The
2 warranty ran out at 36k. I bought the extended warranty to help
3 pay for large out of pocket cost to fix my car and this isn't
4 covered. Why do our lights only last 2 years? This is just not fair
5 to your customers. We need a recall to replace this.

- 6 • Carcomplaints.com (April 20, 2018): Around April 2018, my
7 2016 CX-5 Grand Touring AWD SUV passenger side daytime
8 running light started flickering and subsequently became dim at
9 around 12,000 miles (I am a retiree). Unfortunately I bought the
10 car in Feb of 2015, so the vehicle's warranty has already run out.
11 The dealer, when I called, would not agree to fix the problem for
12 free. Instead, he would charge a \$125 diagnostic fee (even though
13 you bet they know exactly what the problem is!) plus whatever
14 the problem they need to fix. I was told it might not necessarily
15 be the headlight/drl problem only, that it could be also electrical
16 problem! I then googled on line and found that others said the fix
17 may be as high as \$1200. So I have been driving this Mazda's
18 shame around town since. This is definitely will be my first and
19 last Mazda vehicle for life !
- 20 • Carcomplaints.com (January 31, 2018): Led light start flashing
21 and after couple of days was completely dead...the guy said they
22 have to change the complete assembly and it cost around \$1000.
- 23 • Carcomplaints.com (October 31, 2018): The daytime LED
24 running lights on my 2016 Mazda CX-5 Grand Touring edition
25 began flickering and lighting at a very low level when my car had
26 75,000 miles. I took it to the dealer and found out that the only
27 fix is to replace the entire headlight/running light assembly unit.
28 This will cost me about \$1000. I am concerned the car will not
pass inspection. I am also concerned that the headlight will fail in
the near future. According to this website
(www.carcomplaints.com), there are numerous other 2016 CX-5
owners that have experienced the same situation. Will Mazda
remedy this for its customers?
- Carcomplaints.com (September 1, 2017): We have a 2016 Mazda
CX5 Grand Touring that after 35K the Driver's side daylight
running light started to flicker. I took the vehicle into Mazda

1 where the technicians did a diagnostic check and could find a
2 reason for why the light was flickering. The only solution offered
3 me, no warranty available, was to replace the entire headlight
4 assembly at the cost of \$1200 OR just live with it. Not wanting to
5 spend the money to repair a system for which there was no
6 guarantee that it might happen again. I opted to let it remain
7 flickering until at last it completely stopped working.

8 Jumping ahead a year or so and 30K miles, the Passenger side
9 daylight running light did the same thing as the Driver's side
10 running light and at 70,000+ miles, it too is "kuput". Now neither
11 daylight running lights are working on a car with 70,000 mile on
12 it and the cost of replacement is in the neighborhood of \$2,400.

13 Now don't get e wrong, because I feel that this Mazda CX5 has
14 been best and safest car I've even own. However until Mazda
15 accepts responsibility for a development flaw that is unsafe in my
16 opinion, I will not own another Mazda OR will I sing it's praises
17 when sitting at Starbucks have coffee with my friends.

18 This is a safety issue that needs to be corrected thru a recall.

- 19
- 20 • Carcomplaints.com (November 13, 2018): In November 2018 my
21 driver's side drl stopped illuminating. This is a safety issue as
22 daytime running lights are equipped on vehicles to enhance
23 visibility. In doing my research, I see that hundreds of people
24 have this same issue. Mazda intentionally designed these
25 headlights so that you cannot just simply change the bulb. The
26 led chips are soldered to the circuit board so that the entire
27 headlight unit must be replaced at the cost of \$1200-\$1500 and in
28 some cases more. Mazda advertised these specific headlights as
being long lasting and providing enhanced safety as they adapt to
changing roadway conditions. Also, of note, there was a recent
national back order for these headlights. That is awfully
suspicious for headlights that were advertised to be long lasting.
MAZDA needs to do the right thing and conduct a recall
investigation as this is a significant issue.

- Carcomplaints.com (December 10, 2018): My 2016 "top of the
line" Mazda has failed Daytime Running Lights. Although there
are lots of consumer complaints about this happening to a 2 year
old vehicle - Mazda refuses to fix this safety related issue. I
called my dealership and they said "oh yeah, that happens a lot

1 on this model year". When I asked if this happens a lot, why is
2 this important safety issue (I can't pass my annual auto check
3 with this issue due to "safety") not under recall - I got nothing but
4 a shoulder shrug and an estimate for \$1500.00. Mazda should put
5 out a recall over this safety issue and fix this problem - and the
6 NSTB should prod them.

- 7 • Carcomplaints.com (November 15, 2018): Passenger side
8 daytime running light failed. Grand touring model requires
9 complete replacement of the light housing assembly. Approx
10 \$1500 out of pocket expense for a piece of technology with a
11 MTBF of 100,000 hours.
- 12 • Carcomplaints.com (June 30, 2018): There are problems with
13 both LED running lights. One is completely out and the other has
14 part of the LED strip not working. The dealership told me that
15 they have had a number of these problems and that it would be
16 over \$1,000 per headlamp to fix (total replacement of each
17 headlamp assembly). Was also told that if over 36,000 miles,
18 warranty would not cover cost. Seems like this should be a recall
19 if the problem is prevalent which it seems to be after seeing
20 numerous complaints via web search.
- 21 • Carcomplaints.com (March 1, 2018): Like all of the others on
22 here the driver's side LED DRL failed after 3 years and 60,000
23 miles. Entire headlight assembly must be replaced as there is no
24 separate bulb. Cost is over \$1,000 at the dealer. This is a safety
25 issued and should be a recall by Mazda.
- 26 • Carcomplaints.com (March 28, 2019): Fairly new 2016 CX-5 gt
27 17,000km when bought off Mazda dealership. After 4 months the
28 driver LED stopped working. Dealership initially quoted \$1000
to replace led strip. Just past the warrant so they fixed out of
good faith. Dealership said this never happens and usually last up
to 10 years. NOW the passenger led stopped working. I agree
they should recall this issue very frustrating.
Update from Apr 21, 2019 Notified Mazda Canada. Inspection
done by Mazda dealership. Report sent to Mazda Canada.
Waiting on response for replacement.

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- Carcomplaints.com (March 25, 2019): Just as the 3-year / 36,000 mile warranty expires, the passenger side LED daytime running light goes out. I took it in to the dealer to see how much it would cost to fix it and got a quote of \$800 for the part + labor. Ridiculous. looking on here it seems that this problem is so common that Mazda should issue a recall or at least cover the costs for those of us experiencing the problem.
- Carcomplaints.com (October 15, 2018): There is no reasonable explanation for such a huge design screw up! This has to be intentional. More and more cars are being designed to make owners dependent on dealer repairs.
- Carcomplaints.com (December 15, 2018): Disappointed as I had the car in for a regular inspection & oil change in Dec. and it was intermittent problem with the LED daylight running light ring. Dealer couldn't get it to flicker then. Now it flickers constantly and is dimmer, next I'm advised it will go out entirely. I get comments from friends and family when they notice also. Mazda CX5 just rolled over 19000 Called dealer up as its due for an oil change, he said oh that's bad but probably not a warranty and they could look into it down the road on 30 mile check. Assembly likely to charge \$1000 + . This will really sour me on the brand if they don't pony up to this as a safety issue as its not a DIY \$20 or even \$50 easy fix. looks like bumper wrap etc have to be removed and entire assembly :- (I suggest we all contact Mazda and ask for their help and some love since its a safety design fault. Daylight running light were designed for safety that's what we paid for & LED is supposed to be the best.
- Carcomplaints.com (April 18, 2019): I purchased this Mazda CX5 Touring edition as a "Certified used vehicle" seven months ago and now the drivers led lights are out and the headlight is flickering also. I took it to a Mazda dealer and was told it would cost \$1,200 to fix it. After I picked myself off the floor, I asked if this was covered since I just purchased it 7 months ago. I was then told NO it's not covered. In my efforts to get to the bottom of this, I declined the repair and was then charged \$60 for a

1 "diagnostic" test on the vehicle. Diagnostic test...A 5 year old
2 could have told them the light was out. I digress, this is
3 unacceptable when a headlight cost \$1,200 to fix? and Mazda
4 knew about the issue and has done NOTHING to address it...
Hello it's time for a RECALL. I love the vehicle but, this is my
last.

5 29. Customers have reported the DRL Defect in the Class Vehicles to
6 Mazda directly and through its dealers. Defendant is fully aware of the DRL
7 Defect contained in the Class Vehicles. Nevertheless, Defendant actively
8 concealed the existence and nature of the Defect from Plaintiff and the other
9 Class Members at the time of purchase or repair and thereafter.

10 30. Defendant has deprived Class Members of the benefit of their
11 bargain, exposed them all to a safety-related Defect, and caused them to expend
12 money at its dealerships or other third-party repair facilities and/or take other
13 remedial measures related to the DRL Defect contained in the Class Vehicles.

14 31. Defendant has not recalled the Class Vehicles to repair the DRL
15 Defect, has not offered to its customers a suitable repair or replacement of parts
16 related to the DRL Defect free of charge, and has not reimbursed all Class
17 Vehicle owners and leaseholders who incurred costs for repairs related to the
18 DRL Defect.

19 32. Class Members have not received the value for which they
20 bargained when they purchased or leased the Class Vehicles.

21 33. As a result of the DRL Defect, the value of the Class Vehicles has
22 diminished, including without limitation, the resale value of the Class Vehicles.
23 Reasonable consumers, like Plaintiff, expect and assume that a vehicle's daytime
24 running lights and the related components are not defective and will not
25 malfunction while operating the vehicle as it is intended. Plaintiff and Class
26 Members further expect and assume that Mazda will not sell or lease vehicles
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1 with known safety defects, such as the DRL Defect, and will fully disclose any
2 such defect to consumers prior to purchase or offer a suitable non-defective
3 repair.

4 **CLASS ACTION ALLEGATIONS**

5 34. Plaintiff brings this lawsuit as a class action on behalf of herself and
6 all others similarly situated as members of the proposed Classes pursuant to
7 Federal Rules of Civil Procedure 23(a), (b)(2), and/or (b)(3). This action
8 satisfies the numerosity, commonality, typicality, adequacy, predominance and
9 superiority requirements of those provisions.

10 35. The Classes are defined as:

11 **The Nationwide Class**: All persons who purchased or leased any
12 2016 Mazda CX-5 vehicle in the United States.

13 **Illinois Sub-Class**: All persons who purchased or leased any 2016
14 Mazda CX-5 vehicle in the State of Illinois.

15 36. Excluded from the Classes are: (1) Defendant, any entity or division
16 in which Defendant has a controlling interest, and its legal representatives,
17 officers, directors, assigns, and successors; (2) the Judge to whom this case is
18 assigned and the Judge's staff; and (3) those persons who have suffered personal
19 injuries as a result of the facts alleged herein. Plaintiff reserves their right to
20 amend the definition of the Classes, and to add additional Classes or subclasses,
21 if discovery and further investigation reveal that the Classes should be expanded
22 or otherwise modified.

23 37. **Numerosity**: Although the exact number of Class Members is
24 uncertain and can only be ascertained through appropriate discovery, the number
25 is great enough such that joinder is impracticable. The disposition of the claims
26 of these Class Members in a single action will provide substantial benefits to all
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1 parties and to the Court. The Class Members are readily identifiable from, *inter*
2 *alia*, information and records in Defendant's possession, custody, or control.

3 38. Typicality: The claims of the representative Plaintiff are typical of
4 the claims of the Classes in that the representative Plaintiff, like all Class
5 Members, paid for a Class Vehicle designed, manufactured, and distributed by
6 Defendant which is subject to the DRL Defect. The representative Plaintiff, like
7 all Class Members, has been damaged by Defendant's misconduct in that she has
8 incurred or will incur the cost of repairing or replacing her malfunctioning DRL
9 and related parts as a result of the DRL Defect. Further, the factual bases of
10 Defendant's misconduct are common to all Class Members and represent a
11 common thread of fraudulent, deliberate, and/or grossly negligent misconduct
12 resulting in injury to all Class Members.

13 39. Commonality: There are numerous questions of law and fact
14 common to Plaintiff and the Classes that predominate over any question
15 affecting only individual Class Members. These common legal and factual
16 questions include the following:

- 17 a. whether the Class Vehicles suffer from the DRL Defect;
- 18 b. whether the DRL Defect constitutes an unreasonable safety
19 hazard;
- 20 c. whether Defendant knows about the DRL Defect and, if so,
21 how long Defendant has known of the Defect;
- 22 d. whether the defective nature of the Class Vehicles' daytime
23 running lights constitutes a material fact;
- 24 e. whether Defendant had and has a duty to disclose the
25 defective nature of the Class Vehicles' daytime running lights
26 to Plaintiff and the other Class Members;

- 1 f. whether Plaintiff and the other Class Members are entitled to
2 equitable relief, including, but not limited to, a preliminary
3 and/or permanent injunction;
- 4 g. whether Defendant knew or reasonably should have known of
5 the DRL Defect contained in the Class Vehicles before it sold
6 or leased them to Class Members; and
- 7 h. Whether Defendant violated: (1) Illinois Consumer Fraud and
8 Deceptive Business Practices Act, 815 ILCS 505/1, *et seq.*;
9 (2) Express Warranty, 810 ILL. Comp. Stat. Ann. § 2-313;
10 and (3) Express Warranty under Magnuson-Moss warranty
11 ACT, 15 U.S.C. § 2301 *et seq.* and (4) is liable for fraudulent
12 omission as alleged in this Complaint.

13 40. Adequate Representation: Plaintiff will fairly and adequately
14 protect the interests of the Class Members. Plaintiff has retained attorneys
15 experienced in the prosecution of class actions, including consumer and product
16 defect class actions, and Plaintiff intends to prosecute this action vigorously.

17 41. Predominance and Superiority: Plaintiff and the Class Members
18 have all suffered and will continue to suffer harm and damages as a result of
19 Defendant's unlawful and wrongful conduct. A class action is superior to other
20 available methods for the fair and efficient adjudication of the controversy.
21 Absent a class action, most Class Members would likely find the cost of
22 litigating their claims prohibitively high and would therefore have no effective
23 remedy at law. Because of the relatively small size of the individual Class
24 Members' claims, it is likely that only a few Class Members could afford to seek
25 legal redress for Defendant's misconduct. Absent a class action, Class Members
26 will continue to incur damages, and Defendant's misconduct will continue
27

1 without remedy. Class treatment of common questions of law and fact would
2 also be a superior method to multiple individual actions or piecemeal litigation
3 in that class treatment will conserve the resources of the courts and the litigants
4 and will promote consistency and efficiency of adjudication.

5 **FIRST CAUSE OF ACTION**

6 **(Violation of Illinois Consumer Fraud and Deceptive Business Practices Act**
7 **(“ICFA”) 815 ILCS 505/1, et seq., on behalf of the Nationwide Class, or in**
8 **the alternative, the Illinois Sub-Class)**

9 42. Plaintiff incorporates by reference the allegations contained in the
10 preceding paragraphs of this Complaint.

11 43. Plaintiff Jami Kidd brings this cause of action on behalf of herself
12 and the Nationwide Class, or in the alternative, the Illinois Sub-Class.

13 44. Mazda is a “person” within the meaning of 815 Ill. Comp. Stat.
14 Ann. 505/1 (c).

15 45. Plaintiff is a “consumer” within the meaning of 815 Ill. Comp. Stat.
16 Ann. 505/1 (e).

17 46. The ICFA prohibits “unfair or deceptive acts or practices, including,
18 but not limited to the use or employment of any deception, fraud, false pretense,
19 false promise, misrepresentation or the concealment, suppression or omission of
20 any material fact, with intent that others rely upon the concealment, suppression
21 or omission of such material fact ... in the conduct of trade or commerce ...
22 whether any person has in fact been misled, deceived or damaged thereby.” 815
23 Ill. Comp. Stat. Ann. 505/2.

24 47. Defendant knew that the Class Vehicles’ daytime running lights
25 suffered from an inherent defect, were defectively designed and/or
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1 manufactured, would fail prematurely, and were not suitable for their intended
2 use.

3 48. In failing to disclose the DRL Defect, Defendant knowingly and
4 intentionally concealed material facts and breached its duty not to do so, thereby
5 engaging in a fraudulent business act or practice within the meaning of the
6 ICFA.

7 49. Defendant was under a duty to Plaintiff and the other Class
8 Members to disclose the defective nature of the Class Vehicles' daytime running
9 lights because:

- 10
- 11 a. Defendant was in a superior position to know the true state of
12 facts about the safety defect in the Class Vehicles' daytime
13 running lights;
 - 14 b. Plaintiff and the Class Members could not reasonably have
15 been expected to learn or discover that their daytime running
16 lights have a systemic safety-related defect until after they
17 purchased or leased the Class Vehicles;
 - 18 c. Defendant knew that Plaintiff and the Class Members could
19 not reasonably have been expected to learn about or discover
20 the DRL Defect prior to purchase or lease; and
 - 21 d. Defendant actively concealed the defective nature of the Class
22 Vehicles' daytime running lights from Plaintiff and Class
23 Members at the time of sale and thereafter.
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25 50. The facts concealed or not disclosed by Defendant to Plaintiff and
26 the other Class Members are material because a reasonable person would have
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1 considered them to be important in deciding whether or not to purchase or lease
2 Defendant's Class Vehicles, or to pay less for them.

3 51. Had Plaintiff and other Class Members known that the Class
4 Vehicles suffered from the DRL Defect described herein, they would not have
5 purchased or leased the Class Vehicles or would have paid less for them.

6 52. Defendant continued to conceal the defective nature of the Class
7 Vehicles and their daytime running lights even after Class Members began to
8 report problems. Indeed, Defendant continues to cover up and conceal the true
9 nature of this systematic problem today.

10 53. Defendant's omissions of material facts, as set forth herein, also
11 constitute "unfair" business acts and practices within the meaning of the Illinois
12 CFA, in that Defendant's conduct was injurious to consumers, offended public
13 policy, and was unethical and unscrupulous. Plaintiff also asserts a violation of
14 public policy arising from Defendant's withholding of material safety facts from
15 consumers. Defendant's violation of consumer protection and unfair
16 competition laws resulted in harm to consumers.

17 54. Defendant's omissions of material facts, as set forth herein, also
18 constitute unlawful business acts or practices because they violate consumer
19 protection laws, warranty laws and the common law as set forth herein.

20 55. Thus, by its conduct, Defendant has engaged in unfair competition
21 and unlawful, unfair, and fraudulent business practices.

22 56. Defendant's unfair or deceptive acts or practices occurred
23 repeatedly in Defendant's trade or business, and were capable of deceiving a
24 substantial portion of the purchasing public.
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1 63. Defendant breached the express warranty through the acts and
2 omissions described above.

3 64. Plaintiff was not required to notify Mazda of the breach because
4 affording Mazda a reasonable opportunity to cure its breach of written warranty
5 would have been futile. Alternatively, Plaintiff satisfied any notice requirement
6 by bringing her vehicle to an authorized Mazda dealer under warranty for repair.
7 Mazda was also on notice of the DRL Defect from the complaints and service
8 requests it received from Class Members, from repairs and/or replacements of
9 the Class Vehicles' daytime running lights, and through other internal sources.

10 65. As a result of Defendant's breach of the applicable express
11 warranties, owners and/or lessees of the Class Vehicles suffered, and continue to
12 suffer, an ascertainable loss of money, property, and/or value of their Class
13 Vehicles. Additionally, as a result of the DRL Defect, Plaintiff and Class
14 Members were harmed and suffered actual damages in that the Class Vehicles'
15 daytime running lights are substantially certain to fail before their expected
16 useful life has run.

17
18 66. As a result of Defendant's breach of the express warranty, Plaintiff
19 and Class Members are entitled to legal and equitable relief against Defendant,
20 including actual damages, specific performance, attorneys' fees, costs of suit,
21 and other relief as appropriate.

22 **THIRD CAUSE OF ACTION**

23 **(Breach of Express Warranty Under Magnuson-Moss Warranty Act, 15**
24 **U.S.C. § 2301, *et seq.*, on behalf of the Nationwide Class, or in the**
25 **alternative, the Illinois Sub-Class)**

26 67. Plaintiff incorporates by reference the allegations contained in the
27 preceding paragraphs of this Complaint.
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1 68. Plaintiffs Jami Kidd brings this cause of action on behalf of herself
2 and on behalf of the Nationwide Class, or in the alternative, the Illinois Sub-
3 Class.

4 69. Plaintiff and Class Members are “consumers” within the meaning of
5 the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3).

6 70. Defendant is a “supplier” and “warrantor” within the meaning of 15
7 U.S.C. §§ 2301(4)-(5).

8 71. The Class Vehicles are a “consumer product” within the meaning of
9 15 U.S.C. § 2301(1).

10 72. Defendant’s express warranty is a “written warranty” within the
11 meaning of 15 U.S.C. §2301(6).

12 73. Defendant breached the express warranty by virtue of the above-
13 described acts.

14 74. Plaintiff and the other Class Members notified Defendant of the
15 breach within a reasonable time and/or were not required to do so. Defendant
16 was also on notice of the DRL Defect from, among other sources, the complaints
17 and service requests it received from Class Members and its dealers.

18 75. Defendant’s breach of the express warranty deprived Plaintiff and
19 Class Members of the benefits of their bargains.

20 76. As a direct and proximate result of Defendant’s breach of the
21 express warranty, Plaintiff and the other Class Members sustained damages and
22 other losses in an amount to be determined at trial. Defendant’s conduct
23 damaged Plaintiffs and the other Class Members, who are entitled to recover
24 actual damages, consequential damages, specific performance, diminution in
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1 value, and costs, including statutory attorney fees and/or other relief as
2 appropriate

3 **FOURTH CAUSE OF ACTION**

4 **(Fraudulent Concealment on behalf of the Nationwide Class, or in the**
5 **alternative, the Illinois Sub-Class)**

6 77. Plaintiff hereby incorporates by reference the allegations contained
7 in the preceding paragraphs of this Complaint.

8 78. Plaintiff brings this cause of action on behalf of the Nationwide
9 Class, or in the alternative, the Illinois Sub-Class.

10 79. Defendant knew that the Class Vehicles' daytime running lights
11 were defectively designed and/or manufactured, would fail, and were not
12 suitable for their intended use.

13 80. Defendant concealed from and failed to disclose to Plaintiff and
14 Class Members the defective nature of the Class Vehicles and their daytime
15 running lights.

16 81. Defendant was under a duty to Plaintiff and Class Members to
17 disclose the defective nature of the Class Vehicles' daytime running lights
18 because:

- 19 a. Defendant was in a superior position to know the true state of facts
20 about the safety defect in the Class Vehicles' daytime running
21 lights;
- 22 b. Plaintiff and the Class Members could not reasonably have been
23 expected to learn or discover that their daytime running lights have
24 a systemic safety-related defect until after they purchased or leased
25 the Class Vehicles;
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1 c. Defendant knew that Plaintiff and the Class Members could not
2 reasonably have been expected to learn about or discover the DRL
3 Defect prior to purchase or lease; and

4 d. Defendant actively concealed the defective nature of the Class
5 Vehicles' daytime running lights from Plaintiff and Class Members
6 at the time of sale and thereafter.

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8 82. The facts concealed or not disclosed by Defendant to Plaintiff and
9 the other Class Members are material in that a reasonable person would have
10 considered them to be important in deciding whether to purchase or lease
11 Defendant's Class Vehicles or pay less for them. Had Plaintiff and Class
12 Members known about the defective nature of the Class Vehicles' daytime
13 running lights, they would not have purchased or leased the Class Vehicles or
14 would have paid less for them.

15 83. Defendant concealed or failed to disclose the true nature of the
16 design and/or manufacturing defect contained in the Class Vehicles' daytime
17 running lights in order to induce Plaintiff and Class Members to act thereon.
18 Plaintiff and the other Class Members justifiably relied on Defendant's
19 omissions to their detriment. This detriment is evident from Plaintiff's and Class
20 Members' purchase or lease of Defendant's defective Class Vehicles.

21 84. Defendant continued to conceal the defective nature of the Class
22 Vehicles' daytime running lights even after Class Members began to report the
23 problems. Indeed, Defendant continues to cover up and conceal the true nature
24 of the problem today.

25 85. As a direct and proximate result of Defendant's misconduct,
26 Plaintiff and Class Members have suffered and will continue to suffer actual
27 damages.

RELIEF REQUESTED

86. Plaintiff, on behalf of herself and all others similarly situated, requests the Court to enter judgment against Defendant, and issue an order providing the following relief:

- a. That Defendant provide notice, in a form pre-approved by the counsel identified below, to all current owners or lessees of the Class Vehicles in United States and in the said notice offer to replace the defective daytime running lights and any related components contained in every Class Vehicle with non-defective daytime running lights and related component parts;
- b. That Defendant provide notice, in a form pre-approved by the counsel identified below, to all current and subsequent owners and lessees of the Class Vehicles in United States and in the said notice extend the warranty for all of the Class Vehicles' parts, components or systems that constitute the daytime running lights, or that bear upon or are impacted by the DRL Defect, to ten (10) years from the date an adequate fix or replacement is implemented/unlimited miles applicable to both original and subsequent purchasers of every Class Vehicle in United States;
- c. That Defendant offer to reimburse all current and former owners and lessees in the United States who have purchased or leased the Class Vehicles, all expenses already incurred as a result of the DRL Defect, including repairs, diagnostics, and any other consequential and incidental damages (*e.g.* vehicle rentals, etc.);

- 1 d. That Defendant immediately cease the sale and leasing of the
2 Class Vehicles at all authorized Mazda dealerships in the
3 United States without first notifying the purchasers of the
4 DRL Defect, and otherwise immediately cease to engage in
5 the violations of law as set forth above;
- 6 e. Damages and restitution in an amount to be proven at trial;
- 7 f. An order certifying the proposed Classes, designating
8 Plaintiff as named representative of the Classes, and
9 designating the undersigned as Class Counsel;
- 10 g. A declaration that Defendant is financially responsible for
11 notifying all Class Members about the defective nature of the
12 Class Vehicles' daytime running lights;
- 13 h. Any and all remedies provided pursuant to the ICFA, Illinois'
14 express warranty law, the Magnuson-Moss Warranty Act, and
15 common law fraud, as alleged herein;
- 16 i. An award to Plaintiff and the Classes of compensatory,
17 exemplary, and statutory damages, including interest, in an
18 amount to be proven at trial;
- 19 j. A declaration that Defendant must disgorge, for the benefit of
20 the Classes, all or part of the ill-gotten profits it received from
21 the sale or lease of the Class Vehicles, and/or make full
22 restitution to Plaintiff and Class Members;
- 23 k. An award of attorneys' fees and costs, as allowed by law;
- 24 l. An award of attorneys' fees and costs as allowable under
25 ICFA and the other laws pursuant to which Plaintiff's claims
26 are brought;
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- m. An award of pre-judgment and post-judgment interest, as provided by law;
- n. Leave to amend the Complaint to conform to the evidence produced at trial; and
- o. Such other relief as may be appropriate under the circumstances.

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury of all issues in this action so triable of right.

Dated: November 4, 2019

GREENSTONE LAW APC

By: s/ Mark S. Greenstone

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Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

I. (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/>) Jami Kidd, Individually and On Behalf of All Others Similarly Situated	DEFENDANTS (Check box if you are representing yourself <input type="checkbox"/>) MAZDA MOTOR OF AMERICA, INC., a California Corporation
(b) County of Residence of First Listed Plaintiff <u>DeKalb County, Ill.</u> <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i>	County of Residence of First Listed Defendant _____ <i>(IN U.S. PLAINTIFF CASES ONLY)</i>
(c) Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information. GREENSTONE LAW APC 1925 Century Park East, Suite 2100, Los Angeles, CA 90067 Telephone: (310) 201-9156	Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information.

II. BASIS OF JURISDICTION (Place an X in one box only.) <input type="checkbox"/> 1. U.S. Government Plaintiff <input type="checkbox"/> 3. Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 2. U.S. Government Defendant <input checked="" type="checkbox"/> 4. Diversity (Indicate Citizenship of Parties in Item III)	III. CITIZENSHIP OF PRINCIPAL PARTIES -For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant) <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;">Citizen of This State</td> <td style="width:5%;">PTF</td> <td style="width:5%;">DEF</td> <td style="width:30%;">Incorporated or Principal Place of Business in this State</td> <td style="width:5%;">PTF</td> <td style="width:5%;">DEF</td> </tr> <tr> <td></td> <td align="center"><input type="checkbox"/> 1</td> <td align="center"><input type="checkbox"/> 1</td> <td></td> <td align="center"><input type="checkbox"/> 4</td> <td align="center"><input checked="" type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td align="center"><input checked="" type="checkbox"/> 2</td> <td align="center"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td align="center"><input type="checkbox"/> 5</td> <td align="center"><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td align="center"><input type="checkbox"/> 3</td> <td align="center"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td align="center"><input type="checkbox"/> 6</td> <td align="center"><input type="checkbox"/> 6</td> </tr> </table>	Citizen of This State	PTF	DEF	Incorporated or Principal Place of Business in this State	PTF	DEF		<input type="checkbox"/> 1	<input type="checkbox"/> 1		<input type="checkbox"/> 4	<input checked="" type="checkbox"/> 4	Citizen of Another State	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
Citizen of This State	PTF	DEF	Incorporated or Principal Place of Business in this State	PTF	DEF																				
	<input type="checkbox"/> 1	<input type="checkbox"/> 1		<input type="checkbox"/> 4	<input checked="" type="checkbox"/> 4																				
Citizen of Another State	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5																				
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

IV. ORIGIN (Place an X in one box only.)

1. Original Proceeding
 2. Removed from State Court
 3. Remanded from Appellate Court
 4. Reinstated or Reopened
 5. Transferred from Another District (Specify) _____
 6. Multidistrict Litigation - Transfer
 8. Multidistrict Litigation - Direct File

V. REQUESTED IN COMPLAINT: JURY DEMAND: Yes No (Check "Yes" only if demanded in complaint.)

CLASS ACTION under F.R.Cv.P. 23: Yes No **MONEY DEMANDED IN COMPLAINT:** \$ _____

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
 Violation of Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1, et seq.; Breach of Express Warranty, 810 ILL. Comp. Stat. Ann. § 2-313; Breach of Express Warranty under Magnuson-Moss warranty ACT, 15 U.S.C. § 2301 et seq; and Fraudulent Omission

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES	CONTRACT	REAL PROPERTY CONT.	IMMIGRATION	PRISONER PETITIONS	PROPERTY RIGHTS
<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/Etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced & Corrupt Org. <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Admin. Procedures Act/Review of Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes	<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Vet.) <input type="checkbox"/> 153 Recovery of Overpayment of Vet. Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise <div style="background-color: #d3d3d3; text-align: center; font-weight: bold; font-size: small;">REAL PROPERTY</div> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property <div style="background-color: #d3d3d3; text-align: center; font-weight: bold; font-size: small;">TORTS</div> <div style="background-color: #d3d3d3; text-align: center; font-weight: bold; font-size: small;">PERSONAL INJURY</div> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions <div style="background-color: #d3d3d3; text-align: center; font-weight: bold; font-size: small;">TORTS</div> <div style="background-color: #d3d3d3; text-align: center; font-weight: bold; font-size: small;">PERSONAL PROPERTY</div> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability <div style="background-color: #d3d3d3; text-align: center; font-weight: bold; font-size: small;">BANKRUPTCY</div> <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <div style="background-color: #d3d3d3; text-align: center; font-weight: bold; font-size: small;">CIVIL RIGHTS</div> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 American with Disabilities-Employment <input type="checkbox"/> 446 American with Disabilities-Other <input type="checkbox"/> 448 Education	<div style="background-color: #d3d3d3; text-align: center; font-weight: bold; font-size: small;">Habeas Corpus:</div> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <div style="background-color: #d3d3d3; text-align: center; font-weight: bold; font-size: small;">Other:</div> <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee Conditions of Confinement <div style="background-color: #d3d3d3; text-align: center; font-weight: bold; font-size: small;">FORFEITURE/PENALTY</div> <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <div style="background-color: #d3d3d3; text-align: center; font-weight: bold; font-size: small;">LABOR</div> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Ret. Inc. Security Act	<input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <div style="background-color: #d3d3d3; text-align: center; font-weight: bold; font-size: small;">SOCIAL SECURITY</div> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405 (g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405 (g)) <div style="background-color: #d3d3d3; text-align: center; font-weight: bold; font-size: small;">FEDERAL TAX SUITS</div> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

VIII. VENUE: Your answers to the questions below will determine the division of the Court to which this case will be initially assigned. This initial assignment is subject to change, in accordance with the Court's General Orders, upon review by the Court of your Complaint or Notice of Removal.

<p>QUESTION A: Was this case removed from state court? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If "no," skip to Question B. If "yes," check the box to the right that applies, enter the corresponding division in response to Question E, below, and continue from there.</p>	<p align="center">STATE CASE WAS PENDING IN THE COUNTY OF:</p> <input type="checkbox"/> Los Angeles, Ventura, Santa Barbara, or San Luis Obispo <input type="checkbox"/> Orange <input type="checkbox"/> Riverside or San Bernardino	<p align="center">INITIAL DIVISION IN CACD IS:</p> Western Southern Eastern
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<p>QUESTION B: Is the United States, or one of its agencies or employees, a PLAINTIFF in this action? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If "no," skip to Question C. If "yes," answer Question B.1, at right.</p>	<p>B.1. Do 50% or more of the defendants who reside in the district reside in Orange Co.? <i>check one of the boxes to the right</i> →</p> <p>B.2. Do 50% or more of the defendants who reside in the district reside in Riverside and/or San Bernardino Counties? (Consider the two counties together.) <i>check one of the boxes to the right</i> →</p>	<p><input type="checkbox"/> YES. Your case will initially be assigned to the Southern Division. Enter "Southern" in response to Question E, below, and continue from there.</p> <p><input type="checkbox"/> NO. Continue to Question B.2.</p> <p><input type="checkbox"/> YES. Your case will initially be assigned to the Eastern Division. Enter "Eastern" in response to Question E, below, and continue from there.</p> <p><input type="checkbox"/> NO. Your case will initially be assigned to the Western Division. Enter "Western" in response to Question E, below, and continue from there.</p>
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<p>QUESTION C: Is the United States, or one of its agencies or employees, a DEFENDANT in this action? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If "no," skip to Question D. If "yes," answer Question C.1, at right.</p>	<p>C.1. Do 50% or more of the plaintiffs who reside in the district reside in Orange Co.? <i>check one of the boxes to the right</i> →</p> <p>C.2. Do 50% or more of the plaintiffs who reside in the district reside in Riverside and/or San Bernardino Counties? (Consider the two counties together.) <i>check one of the boxes to the right</i> →</p>	<p><input type="checkbox"/> YES. Your case will initially be assigned to the Southern Division. Enter "Southern" in response to Question E, below, and continue from there.</p> <p><input type="checkbox"/> NO. Continue to Question C.2.</p> <p><input type="checkbox"/> YES. Your case will initially be assigned to the Eastern Division. Enter "Eastern" in response to Question E, below, and continue from there.</p> <p><input type="checkbox"/> NO. Your case will initially be assigned to the Western Division. Enter "Western" in response to Question E, below, and continue from there.</p>
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QUESTION D: Location of plaintiffs and defendants?	A. Orange County	B. Riverside or San Bernardino County	C. Los Angeles, Ventura, Santa Barbara, or San Luis Obispo County
Indicate the location(s) in which 50% or more of <i>plaintiffs who reside in this district</i> reside. (Check up to two boxes, or leave blank if none of these choices apply.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Indicate the location(s) in which 50% or more of <i>defendants who reside in this district</i> reside. (Check up to two boxes, or leave blank if none of these choices apply.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<p>D.1. Is there at least one answer in Column A? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If "yes," your case will initially be assigned to the SOUTHERN DIVISION. Enter "Southern" in response to Question E, below, and continue from there. If "no," go to question D2 to the right. →</p>	<p>D.2. Is there at least one answer in Column B? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If "yes," your case will initially be assigned to the EASTERN DIVISION. Enter "Eastern" in response to Question E, below. If "no," your case will be assigned to the WESTERN DIVISION. Enter "Western" in response to Question E, below. ↓</p>
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QUESTION E: Initial Division?	INITIAL DIVISION IN CACD
Enter the initial division determined by Question A, B, C, or D above: →	SOUTHERN

QUESTION F: Northern Counties?
 Do 50% or more of plaintiffs or defendants in this district reside in Ventura, Santa Barbara, or San Luis Obispo counties? Yes No

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

IX(a). IDENTICAL CASES: Has this action been previously filed in this court?

NO

YES

If yes, list case number(s): _____

IX(b). RELATED CASES: Is this case related (as defined below) to any civil or criminal case(s) previously filed in this court?

NO

YES

If yes, list case number(s): _____

Civil cases are related when they (check all that apply):

- A. Arise from the same or a closely related transaction, happening, or event;
- B. Call for determination of the same or substantially related or similar questions of law and fact; or
- C. For other reasons would entail substantial duplication of labor if heard by different judges.

Note: That cases may involve the same patent, trademark, or copyright is not, in itself, sufficient to deem cases related.

A civil forfeiture case and a criminal case are related when they (check all that apply):

- A. Arise from the same or a closely related transaction, happening, or event;
- B. Call for determination of the same or substantially related or similar questions of law and fact; or
- C. Involve one or more defendants from the criminal case in common and would entail substantial duplication of labor if heard by different judges.

X. SIGNATURE OF ATTORNEY

(OR SELF-REPRESENTED LITIGANT): s/Mark S. Greenstone

DATE: 11/4/2019

Notice to Counsel/Parties: The submission of this Civil Cover Sheet is required by Local Rule 3-1. This Form CV-71 and the information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. For more detailed instructions, see separate instruction sheet (CV-071A).

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405 (g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))