

Exhibit 1

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ALEX LOPEZ and TRAVELL WOODS, on
behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

SUZUKI MOTOR OF AMERICA, INC., and
DOES 1-50, inclusive,

Defendants.

Case No. **25STCV07961**

CLASS ACTION

CLASS ACTION COMPLAINT FOR:

- 1. IMPLIED WARRANTY OF
MERCHANTABILITY;**
- 2. VIOLATION OF CALIFORNIA
CONSUMERS LEGAL REMEDIES
ACT (Cal. Civ. Code §§ 1750, *et seq.*);
and**
- 3. VIOLATION OF CALIFORNIA
UNFAIR COMPETITION LAW (Cal.
Bus. & Prof. Code §§ 17200, *et seq.*)**

DEMAND FOR JURY TRIAL

1 Plaintiffs Alex Lopez and Travell Woods, by and through counsel, bring this action against
2 defendant Suzuki Motor of America, Inc. (“Suzuki” or “Defendant”), on their own behalf and on
3 behalf of other similarly situated current and former owners of the following GSXR Suzuki
4 motorcycles equipped with a defective front brake master cylinder: model year 2005-2025 GSX-
5 R1000, model year 2004-2025 GSX-R750, model year 2004-2025 GSX-R600, and model year
6 2022-2024 GSX-1300R (collectively, “Suzuki Motorcycles”). Upon personal knowledge of the
7 facts pertaining to themselves and on information and belief derived from, among other things,
8 investigation of counsel and review of public documents, Plaintiffs allege as follows:

9 **INTRODUCTION**

10 1. This action is brought to address a safety-related defect in the design and manufacture
11 of the front brake master cylinder (“FBMC”) in the Suzuki Motorcycles. The FBMC is critical to
12 normal and safe operation of the Suzuki Motorcycles. Positioned at the brake lever on the right
13 handlebar, the FBMC converts the mechanical force applied to the brake lever into hydraulic
14 pressure, which is then transmitted to the brake on the front wheel to slow and stop the motorcycle.
15 When brake pressure is diminished or lost, the ability to slow or stop the motorcycle is greatly
16 impacted, resulting in a safety hazard to drivers and passengers of the motorcycles, and others on
17 the road.

18 2. The FBMC’s in the Suzuki Motorcycles are constructed with a zinc piston that is
19 prone to chemically react with the brake fluid as it passes through with the use of the brakes. The
20 chemical reaction leads to the build-up of hydrogen gas in the FBMC, pitting and spreading of the
21 rubber cups on the piston, and the creation of debris, which diminishes brake pressure (“the FBMC
22 Defect”). As brake pressure diminishes, proper braking of the Suzuki Motorcycles is significantly
23 impacted.

24 3. Consumers rely on automakers, such as Suzuki, to promptly inform them and initiate
25 a remedy or countermeasure when the automaker discovers a defect, especially one that is present
26 in multiple models and model years, and that puts the safety of the drivers, their passengers, and
27 other drivers at risk. In 2013, Suzuki issued a recall of model year 2004-2013 GSX-R600s, model
28 year 2004-2013 GSX-R750s, and model year 2005-2013 GSX-R1000s related to the FBMC Defect.

1 In issuing the recall, Suzuki admitted that corrosion of the FBMC piston and gas accumulation
2 impacted braking power and increased the risk of a crash. To address the defect, Suzuki redesigned
3 the FBMC to prevent the accumulation of hydrogen gas. The same FBMC redesign was
4 implemented in all recalled Suzuki Motorcycles and the newer models. However, the redesign did
5 not solve the problem. The Suzuki Motorcycles with the redesigned FBMC continue to suffer from
6 the same corrosion and loss of braking power.

7 4. Suzuki has known for more than a decade that the FBMC Defect still exists. Various
8 sources have put Suzuki on notice of the ongoing FBMC Defect, including Suzuki's internal
9 warranty and post-warranty claims, dealership records, and complaints from its own customers
10 relating to the FBMC Defect in different models. Despite such knowledge, Suzuki has failed to
11 notify purchasers of the Suzuki Motorcycles of the defect and instead, continues to claim that the
12 problem has been resolved.

13 5. As a direct result of Suzuki's conduct, Plaintiffs and all those similarly situated (the
14 "Class Members") suffered economic injury in the diminution in value of their Suzuki Motorcycles
15 and out-of-pocket costs to repair their Suzuki Motorcycles. As such, Plaintiffs bring this class action
16 on behalf of themselves and all similarly situated Class Members seeking injunctive relief,
17 restitution, damages, and reasonable attorneys' fees and costs pursuant to and under California's
18 Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code §§ 17200, *et seq.*, and California's
19 Consumers Legal Remedies Act ("CLRA"), Cal. Civ. Code §§ 1750, *et seq.* and for breach of
20 implied warranty.

21 **THE PARTIES**

22 6. Plaintiff Alex Lopez is a resident of Los Angeles County, California. In 2022,
23 Plaintiff purchased a new 2022 GSX-1300R Suzuki Motorcycle from Southern California
24 Motorcycles in Brea, California. Plaintiff Lopez purchased his Suzuki Motorcycle, reasonably
25 believing it was safe and of a particular quality based on Suzuki's advertising of its motorcycles. He
26 lost money and property as a result of Suzuki's conduct. He would not have purchased his Suzuki
27 Motorcycle had he known it contained a FBMC Defect that could and did render the motorcycle
28 unsafe during normal use. Shortly after Plaintiff Lopez purchased his motorcycle, he discovered that

1 the brakes were not functioning properly when his front brakes failed to respond despite the
2 application of full braking force while riding. In or around April 2023, Plaintiff took his motorcycle
3 to Southern California Motorcycles for a FBMC replacement. A technician replaced the FBMC in
4 accordance with Suzuki's service manual and specifications. However, the brake failure issue
5 persisted.

6 7. Plaintiff Travell Woods is a resident of Los Angeles County, California. In or around
7 April 2018, Plaintiff Woods purchased a new 2018 GSX-R1000 Suzuki motorcycle from Del Amo
8 Motorsports in Redondo Beach, California. Plaintiff Woods purchased his Suzuki Motorcycle,
9 reasonably believing it was safe and of a particular quality based on Suzuki's advertising of its
10 motorcycles. He lost money and property as a result of Suzuki's conduct. He would not have
11 purchased his Suzuki Motorcycle had he known it contained a FBMC Defect that could and did
12 render the motorcycle unsafe during normal use. Shortly after Plaintiff Woods purchased his
13 motorcycle, he discovered that the brakes were not functioning properly when his front brakes failed
14 to respond despite the application of full braking force while riding.

15 8. Defendant Suzuki Motor of America, Inc. ("Suzuki") is incorporated in the State of
16 California and is headquartered in Brea, California. Suzuki markets and sells motorcycles, ATVs,
17 and scooters, including the Suzuki Motorcycles at issue, as well as Suzuki parts and accessories
18 through its extensive dealer network.

19 9. Plaintiffs are unaware of the true names and capacities of the Defendants sued herein
20 as DOES 1 through 50, inclusive, and therefore sue these Defendants by such fictitious names
21 pursuant to Cal. Civ. Proc. Code § 474. Plaintiffs are informed and believe, and based thereon, allege
22 that each of the Defendants designated herein is legally responsible in some manner for the unlawful
23 acts and occurrences complained of herein, whether such acts were committed intentionally,
24 negligently, recklessly, or otherwise, and that each of the Defendants thereby proximately caused
25 the injuries and damages to Plaintiffs and the Class Members as herein alleged. Plaintiffs will seek
26 leave of Court to amend this complaint to reflect the true names and capacities of the Defendants
27 when they have been ascertained and become known.
28

10. The agents, servants and/or employees of the Defendants and each of them acting on behalf of the Defendants acted within the course and scope of his, her or its authority as the agent, servant and/or employee of the Defendants, and personally participated in the conduct alleged herein on behalf of the Defendants with respect to the conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to the other Defendants and all Defendants are jointly and severally liable to Plaintiffs and other similarly situated employees, for the loss sustained as a proximate result of the conduct of the Defendants' agents, servants and/or employees.

JURISDICTION AND VENUE

11. This Court has jurisdiction over this action pursuant to Cal. Code of Civ. Proc. § 410.10, Cal. Bus. & Prof. Code §§ 17203-17204, 17604, and Cal. Civ. Code § 1780. This action is brought as a class action on behalf of Plaintiffs and all Class Members pursuant to Cal. Code Civ. Proc. § 382.

12. Venue is proper in this Court pursuant to Cal. Code of Civ. Proc. §§ 395 and 395.5, because Plaintiffs reside in Los Angeles County and Suzuki (i) currently maintains and at all relevant times maintained facilities in Los Angeles County and conducts substantial and regular business in Los Angeles County; (ii) formulated, implemented, and maintained, in whole or in substantial part, the policies and practices complained of herein in Los Angeles County; and (iii) committed the wrongful conduct herein alleged in Los Angeles County.

FACTUAL BACKGROUND

Suzuki's Design and Manufacturing of the Front Brake Master Cylinder is Defective, Rendering the Motorcycles Unreliable and Unsafe

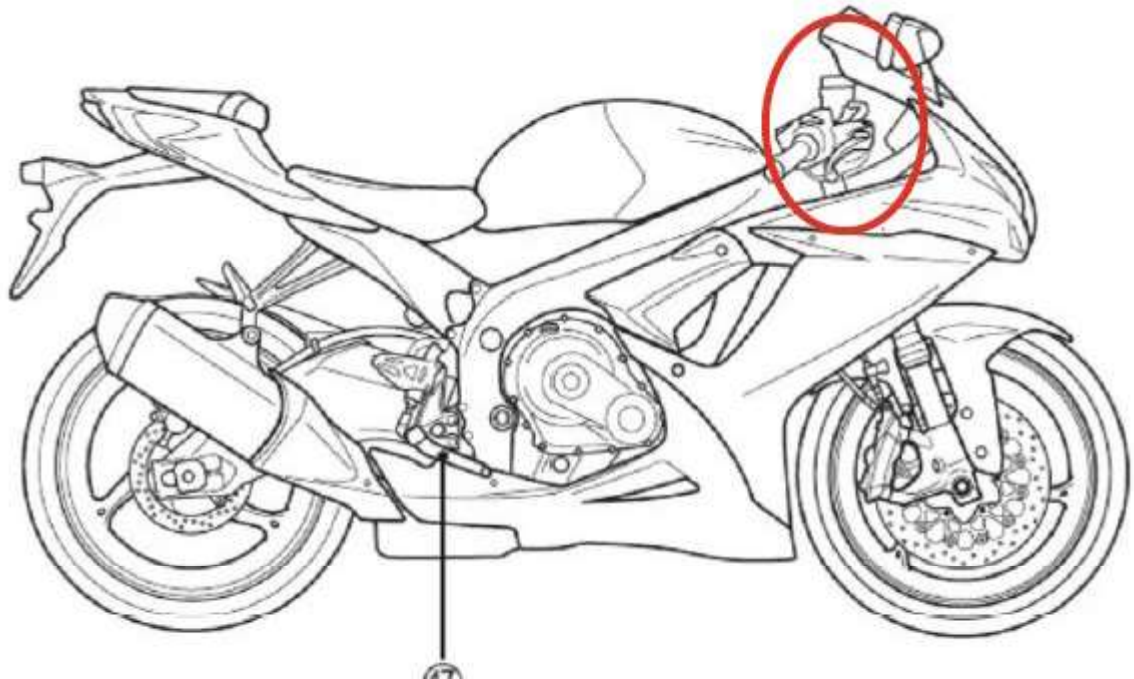
13. The Suzuki Motorcycles are high performance "sportbikes" or motorcycles meant for use on city streets. The Suzuki Motorcycles at issue all contain a similarly designed front brake master cylinder intended for braking of the front wheel.

14. Suzuki knows purchasers of its motorcycles reasonably expect a safe and quality motorcycle. Through decades of long-term advertising and branding, including Suzuki's "Team Suzuki" racing team, Suzuki has conveyed the message to its purchasers that Suzuki motorcycles are high quality and safe performance motorcycles. Suzuki also represents in the owner's manuals

1 that “[m]otorcycling is one of the most exhilarating sports” and by following proper care and
 2 maintenance instructions “you will ensure a long trouble-free operating life of your motorcycle.”

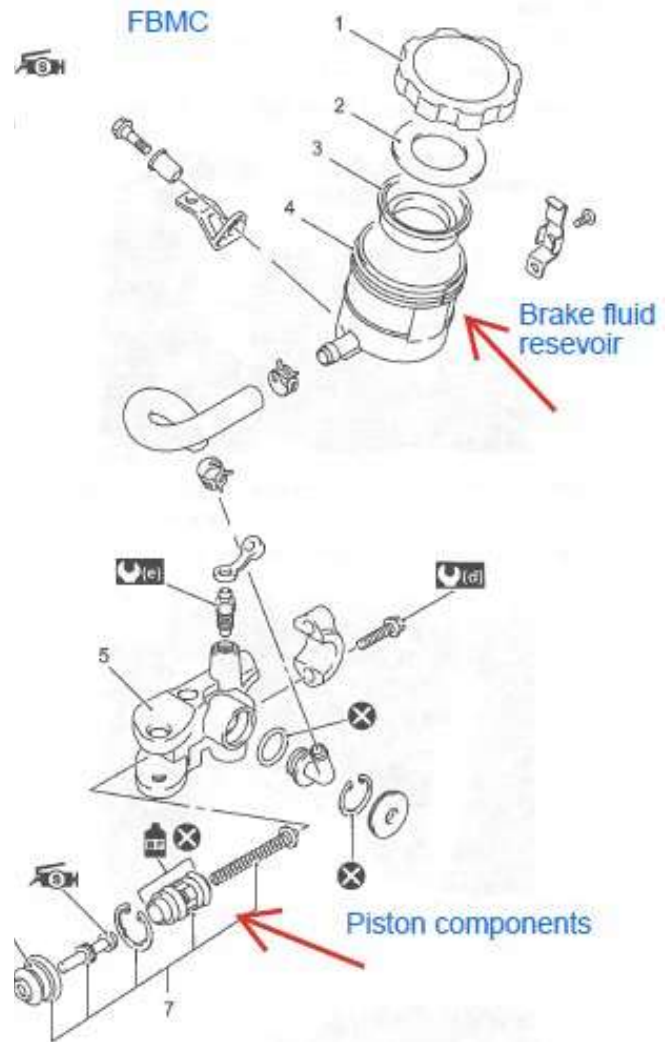
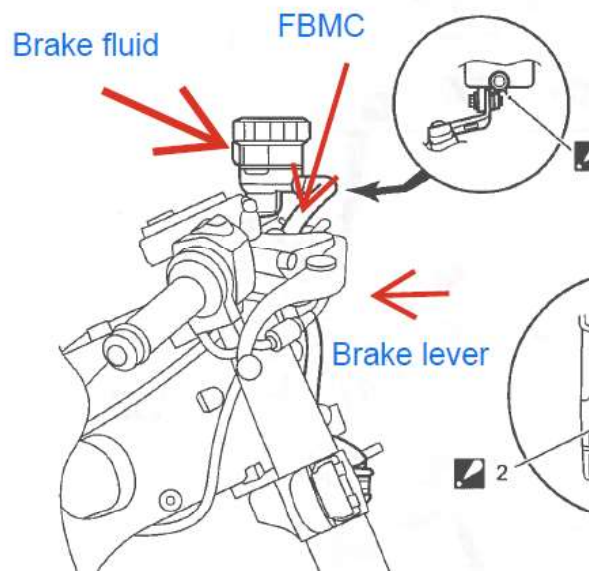
3 15. Despite reasonable consumer expectations and Suzuki’s advertising, the front brake
 4 master cylinder in the Suzuki Motorcycles – a key component to safe use of the motorcycles – was
 5 designed and manufactured such that corrosion occurs, resulting in loss of brake pressure, and
 6 rendering the motorcycles unsafe.

7 16. The front brake master cylinder (FBMC) is positioned at the right brake lever of all
 8 models of the Suzuki Motorcycles. The following is a depiction from Suzuki’s service manual of a
 9 Suzuki Motorcycle with the general location of the FBMC circled in red:



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 22 17. The FBMC is the heart of a hydraulic braking system for the front wheel of the
 23 motorcycle. Its job is to convert the mechanical force applied by the rider to the right brake lever
 24 into hydraulic pressure, which is then transmitted to the brakes at the front wheel, to slow down or
 25 stop the motorcycle.

26 18. Inside the FBMC is a zinc piston attached to a small reservoir of brake fluid with
 27 various components. The following is a depiction from the service manual of a Suzuki Motorcycles
 28 of the brake lever, brake fluid, and components of the FBMC, including the zinc piston:



1 19. When the rider pulls the brake lever, it moves the zinc piston within the FBMC,
2 which forces brake fluid down the brake lines to the brake pads at the front wheel. As the brake fluid
3 is transferred through the network of brake lines and hoses to the brake calipers, hydraulic pressure
4 is created. When that pressure reaches the brake calipers, it pushes the pads against the brake disc.
5 When the pedal or lever is released, a return spring inside the master cylinder retracts the pistons,
6 relieving the pressure in the brake lines and allowing the brakes to disengage.

7 20. The FBMC plays a central role in a rider's ability to slow and stop a Suzuki
8 Motorcycle. Although the Suzuki Motorcycles also contain a back brake, safe braking requires the
9 use of both the front and back brakes, with the majority of braking force coming from the front
10 brake. If the FBMC fails to engage or respond when the braking force is applied, the motorcycle
11 may not slow or stop in time and an accident can occur. This is particularly true with the Suzuki
12 Motorcycles because they are designed to achieve high speeds in short distances.

13 21. The design of the FBMC in the Suzuki Motorcycles is defective, causing the front
14 brake to lose pressure without notice. Brake fluid is known to absorb moisture from the environment.
15 Each time the front brake of the Suzuki Motorcycles is used, brake fluid, and any moisture it has
16 absorbed, passes through the zinc piston in the FBMC. Moisture in the brake fluid causes the piston
17 to chemically react with the brake fluid, which leads to corrosion.

18 22. Suzuki knows this corrosion is likely to occur. In an effort to prevent corrosion,
19 Suzuki applied a protective coating to the zinc piston to eliminate contact with the brake fluid.
20 However, the coating used does not provide sufficient protection from the brake fluid and corrosion
21 occurs.

22 23. As corrosion of the zinc piston occurs, hydrogen gas forms and becomes trapped,
23 causing pitting and spreading of the zinc piston, formation of organic acid deposits, solid metallics,
24 and debris. The acidity of the brake fluid and solid corrosion debris accumulated in the brake fluid
25 prevents the FBMC from creating the proper brake pressure, resulting in an unexpected slow brake
26 response and eventual total brake failure.

27 24. There is no warning to riders of the Suzuki Motorcycles as to when the front brake
28 will lose pressure or fail because the corrosion in the FBMC cannot be detected through a visual

1 inspection. The first sign of failure is often the sudden loss of brake pressure while the motorcycle
2 is being driven, creating a significant safety risk for the motorcycle rider, any passenger, and others
3 on the road.

4 ***Suzuki Knows of the FBMC Defect***

5 25. Suzuki has been aware for many years of the FBMC Defect as a result of prior
6 internal investigations, investigations by the National Highway Transportation Safety
7 Administration, and complaints from Suzuki's own customers.

8 26. After years of receiving complaints about the FBMC Defect, Suzuki internally
9 investigated the problem in or around 2012. In a December 5, 2012 internal email regarding "GSX-
10 R Series Pressure Loss North America Investigation Report," a Suzuki employee described the need
11 for urgent repair: "My understanding that **it is very dangerous Speed of response is slow.** Due
12 to the nature of its content, **it is a recall matter. It is a matter that involves human lives. Prioritize**
13 **it.**"

14 27. By January 2013, through its internal investigation, Suzuki determined that the air
15 entrapped in the FBMC was 75% hydrogen. The hydrogen gas results from the corrosion and causes
16 the reduction in braking power. However, Suzuki opted to continue selling the Suzuki Motorcycles
17 rather than issue a recall.

18 28. In a February 20, 2013 email, a Suzuki director wrote, "There is a concern that
19 **[recall] could have a negative impact on retail sales... .**"

20 29. Suzuki continued to conceal the FBMC defect, while acknowledging that consumers
21 and dealers thought the issue was related to maintenance. Suzuki admitted this in an internal
22 memorandum where it stated that "customers and dealers don't think that [FBMC failures] are
23 product defects. Rather, they think they are maintenance issues." This is consistent with Plaintiffs'
24 experience.

25 30. Nonetheless, Suzuki knew that it had to act, stating in an internal memorandum: "If
26 we don't respond actively and the problem comes to light, the courts and [National Highway Traffic
27 Safety Administration] will demand disclosure of documents, and **we will be in a situation where**
28 **Suzuki knew about the problem and did nothing to respond**, and we won't be able to defend

1 [ourselves].”

2 31. Finally, at the end of 2013, Suzuki formally recalled certain Suzuki Motorcycles as
3 part of a “Safety Recall Campaign” due to the FBMC Defect. Specifically, Suzuki recalled model
4 year 2004-2013 GSX-R600s, model year 2004-2013 GSX-R750s, and model year 2005-2013 GSX-
5 R1000s.

6 32. In its Service Bulletin about the safety recall, Suzuki explained the problem:

7 **What is the problem?**

8 After a long-term service life of the motorcycle without changing the brake fluid,
9 the brake fluid can deteriorate and absorb moisture. The brake piston inside the
10 front brake master cylinder of some motorcycles may not have uniform surface
11 treatment. This combination of conditions can lead to corrosion of the brake piston.
12 Corrosion of the brake piston generate gas, which may not be adequately purged
13 from the master cylinder due to the side position location of the reservoir port. Gas
14 remaining in the master cylinder can affect braking power by reducing proper fluid
15 pressure of the front brake. Over time, as gas continues to slowly accumulate above
16 the reservoir port, the front brake lever may develop a “spongy” feel and stopping
17 distances may be extended, increasing the risk of a crash.¹

18 33. Suzuki’s partial blame of customers for failing to timely change the brake fluid was
19 pretext. The real problem, as Suzuki acknowledged, was in the design of the FBMC, including
20 inadequate surface treatment of the brake piston, which led to corrosion, and insufficient venting
21 leading to the accumulation of generated hydrogen gas.

22 34. Suzuki attempted to remedy the defect by repositioning the brake fluid reservoir port
23 from the side of the master cylinder to the top. Repositioning of the port was intended to allow gas
24 generated by corrosion of the brake piston to more easily escape. Thus, while corrosion would still
25 occur leading to the creation of hydrogen gas, the gas would not accumulate.

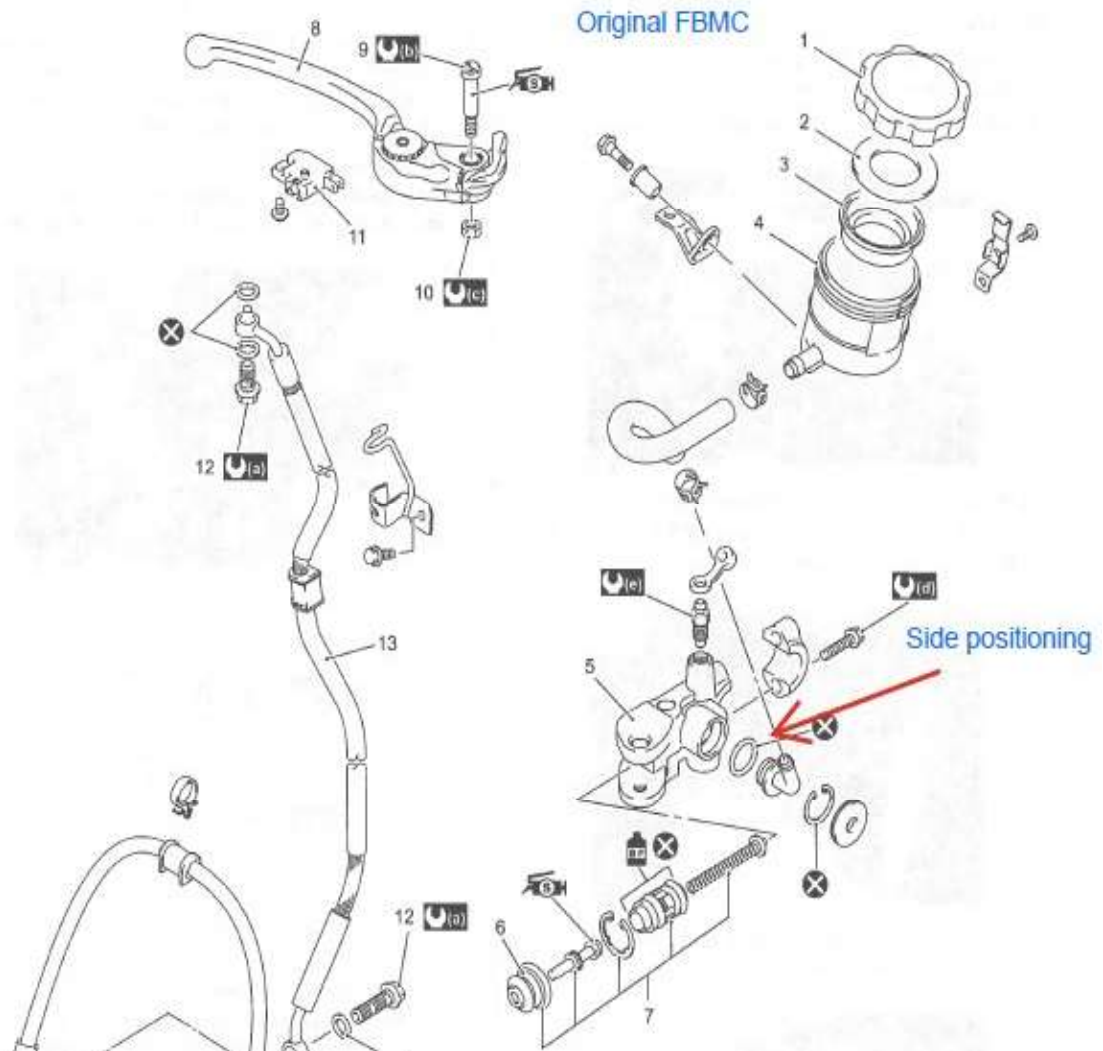
26 35. As Suzuki acknowledged in its recall Service Bulletin, accumulation of the gas “can
27 affect braking power by reducing proper fluid pressure of the front brake.” Suzuki did not change
28 any other aspect of the FBMC design.

¹ <https://static.nhtsa.gov/odi/rc1/2013/RCRIT-13V449-6350P.pdf>

36. Below is a depiction from the service manual of a Suzuki Motorcycle of the original side positioning of the brake fluid reservoir:

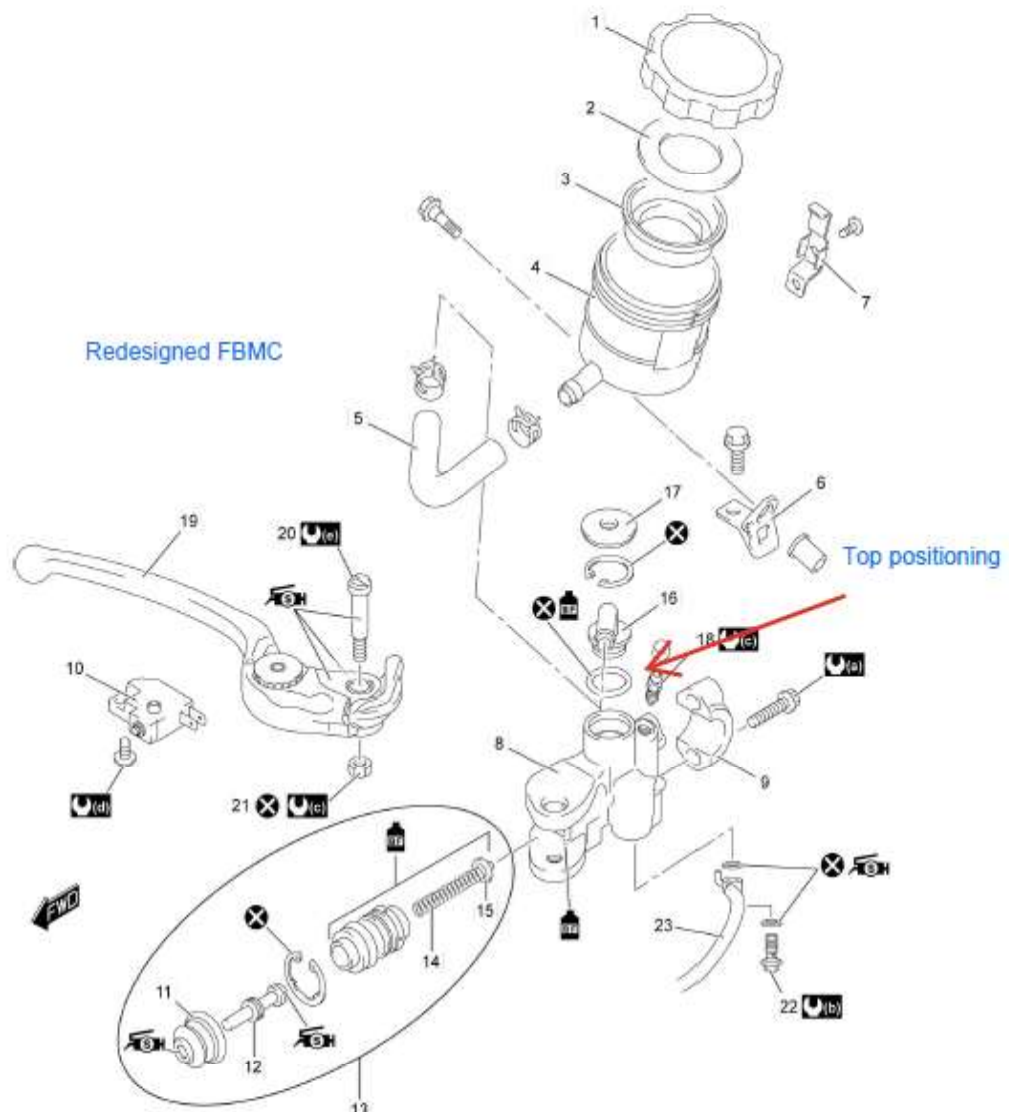
Front Brake Master Cylinder Components

BENB14J24106011



37. The post-recall redesigned FBMC has the brake fluid reservoir port on top, but all other aspects of the design remained the same. Below is a depiction from the service manual of a Suzuki Motorcycle of the redesigned FBMC:

Front Brake Master Cylinder Assembly / Brake Lever Components



38. Except for the repositioned brake fluid reservoir port, all other aspects of the FBMC remained materially the same.

39. The Suzuki Motorcycles that were part of the 2013 recall received the redesigned FBMC. At some point post 2013 recall, Suzuki also started manufacturing the Suzuki Motorcycles with the redesigned FBMC.

40. However, the redesigned FBMCs continued to suffer from the same corrosion defect because repositioning of the brake fluid reservoir did not prevent corrosion of the FBMC piston or

allow for sufficient gas created by the corrosion to escape. The problem remains the same: as the piston corrodes, hydrogen gas forms and accumulates, causing pitting and spreading of the surfaces of the zinc piston, as well as the formation of organic acid deposits, solid metallics, and debris.

41. The Suzuki Motorcycles, including the ones purchased by Plaintiffs, continue to show the same organic acids, corrosion of the zinc piston, and accumulation of hydrogen gas that results in a loss of braking pressure.

42. Suzuki is aware that the recall did not resolve the defect. Despite Suzuki's knowledge of the ongoing defect, Suzuki continues to manufacture and sell the Suzuki Motorcycles and does not disclose the defect.

43. Since the 2013 recall, purchasers of the Suzuki Motorcycles, including Plaintiffs, have continued to experience and report the dangerous FBMC Defect, indicating that Suzuki's claimed fix of the problem was not, in fact, a fix. For example, the following complaints were found on various online forums:

- **Cmeadows270 on haybusa.org:** "Had the recall done on 2022 [GSX1300R] for the front brake master cylinder this past Saturday... the lever still feels spongy the shop said they bled it and bled it and that I need to take the cover off to the reservoir and pull the lever in and zip tie it and let it sit for 24 hours and whatever air that is left in the system will make its way out... anyone heard of this? Any suggestions?"²
- **Vesuralai on gsxr.com:** I own a 2018 gsxr 750 which is my daily and so far it's done 72,000km... My main question is when should the front lever become firm? Mine becomes firm at about halfway worth of travel, doesn't hit the throttle but if I try I can take it pretty close to it. I'm using penrite 5.1 brake fluid and spent 2 hours bleeding the whole system making sure I got all the air out which didn't help with the feel of the lever.³
- **Anonymous on justanswer.com:** "No pressure on my front brakes. I've bled them and still get no pressure."⁴

² Front brake master cylinder recall (November 4, 2024), <https://www.hayabusa.org/forum/threads/front-brake-master-cylinder-recall.207069/> (last accessed March 17, 2025).

³ Front brake issues (November 11, 2023), https://www.gsxr.com/threads/front-brake-issues.247366/?post_id=3757155&nested_view=1&sortby=oldest#post-3757155, (last accessed March 17, 2025).

⁴ *No Pressure On My Front Brakes. I've Bled Them and Still Get...*, JUSTANSWER.COM: MOTORCYCLE (July 8, 2019), <https://www.justanswer.com/motorcycle/cluds-no-pressure-front-brakes-i-ve-bled.html>, (last accessed March 17, 2025).

- **oomh on gsxr.com:** “My K9 750 suffer from spongy brake after recall done. After numerous time of bleeding the brake as per the manual with fresh dot4 brake fluids, there is always air on the master cylinder after sitting for few days. I have change the brake pads (SBS HH race pads) recently and clean the piston too. Now here is the weird part, I have also swap out a good condition master cylinder (borrow frm the mechanic) and still having air in the master cylinder after sitting for a few days. Ohh, there is no leak on the caliper and master cylinder if you are wondering.

Hope you guys can help me out, the mechanic is pointing at brakes lines and rebuilding the caliper next. I dont want to spend cash on something that does not fix the issue.”⁵

- **fred11 on gixxer.com:** “Ok so my bike was dropped...sigh...I lost the pressure in my front brake lever afterward I’ve bled the brakes over and over and can’t seem to have consistent pressure in the lever...the lever will start with good pressure but once I roll the bike it goes away...obviously I am not a mechanic or extremely knowledgeable so I’m looking for any insight on here as to what might be the problem before I take it to a shop..

I’ve already done the master cylinder recall and no physical damage can be seen... I’ve considered swapping out the master cylinder but I wanted to be 100% sure there was nothing more I could do before purchasing a new one

Could it be a problem with the brake lines or calipers? brakes were working fine before the bike was dropped...and haven’t seen any broken lines or anything.”⁶

- **James Cox on Facebook:** “I wanted to know if anyone apart from my brother and I had a problem with the new GSXR1000 brakes?

I have spoke to Suzuki about this and waiting to move to the next step. I do know what the problem is I just need more people to come forward. Our bike where built to BSB superstock spec.”⁷

- **u/TheOoklahBoy on Reddit:** “Hey guys, my ’03 GSXR 600 sometimes have front brake problems. Like most of the time it works fine but every once in a while it would lose pressure completely and won’t brake until I pull the lever almost all the way to the throttle. However, whenever I let go and re-apply the brake, it would most likely be pressurized again. In fact, sometimes after re-grabbing the brake, it would be a lot tighter than normal and even the slightest application of the brake makes me full like it’s braking at full power.

Any ideas what might be the cause of this problem? I’ve had the brake fluids flushed and refilled the last time I took it to a shop and the problem is still there

⁵ oomh, *Front Brake Issues*, GSXR.COM: TECH AND PERFORMANCE CHAT (Feb. 7, 2019), <https://www.gsxr.com/threads/front-brake-issues.241063/>, (last accessed March 17, 2025).

⁶ fred11, *No Front Brake Lever Pressure*, GIXXER.COM: 04-05 GSX-R600/750 (Jan. 11, 2016), <https://www.gixxer.com/threads/no-front-brake-lever-pressure.661834/>, (last accessed March 17, 2025).

⁷ James Cox, *GSXR 1000 2017 L7 Brake Problems?*, FACEBOOK (May 19, 2018), <https://www.facebook.com/845846182283468/posts/hi-facebook-i-wanted-to-know-if-anyone-apart-from-my-brother-and-i-had-a-problem/845850102283076/>, (last accessed March 17, 2025).

so I'm quite sure the fluid (air bubbles, etc.) isn't the cause. Any advice would be appreciated!"⁸

- **Revolution1000r on gixxer.com:** "Anyone else's front brake seem very soft almost like air in the system?"⁹ This complaint was made about a GSX-R1000R motorcycle.

44. In addition to the numerous complaints online, Suzuki has continued to conduct repairs of the FBMC Defect through its authorized repair facilities, including of Plaintiffs' motorcycles. As a result, Suzuki knows or should know the FBMC Defect still exists and should have informed Plaintiffs and Class Members of the whole truth.

***Despite Knowing that the FBMC Continues to Fail,
Suzuki Refuses to Inform Drivers of the Defect or Recall the
Suzuki Motorcycles to Implement Necessary Repairs***

45. Despite knowledge of the FBMC Defect, Suzuki refuses to admit there is an ongoing problem, refuses to notify purchasers of the Suzuki Motorcycles that the FBMC is prone to sudden failure, refuses to correct its public statements that the problem was fixed, and refuses to recall the Suzuki Motorcycles to conduct repairs and replacements.

46. Every new Suzuki Motorcycle purportedly undergoes a thorough inspection before it is sold. Suzuki could have but did not inform Plaintiffs and other Class Members that the zinc piston is prone to corrosion, resulting in early failure of the FBMC and that there is an ongoing defect. Instead, Suzuki continues to claim the FBMC Defect was fixed with a manufacturing change and claims ignorance of an ongoing problem, leaving Plaintiffs and other Class Members to pay thousands of dollars in repair and other related costs.

47. Suzuki is aware that safety and reliability are of primary importance to purchasers of its motorcycles, and thus engaged in a long-term, consistent advertising campaign representing that the Suzuki Motorcycles are safe performance motorcycles. Plaintiffs and other Class Members purchased the Suzuki Motorcycles reasonably believing they were receiving motorcycles that were

⁸ u/TheOoklahBoy, *Front Brake Sometimes Losing Pressure?*, Reddit: r/motorcycles (April 2015), https://www.reddit.com/r/motorcycles/comments/311659/front_brake_sometimes_losing_pressure/

⁹ Revolution1000r, *Front Brake Issue*, GIXXER.COM (May 30, 2017), <https://www.gixxer.com/threads/front-brake-issue.768482/>, (last accessed March 17, 2025).

1 safe when they were not due to the FBMC Defect.

2 48. Suzuki has deprived Plaintiffs and other Class Members of the benefit of their
3 bargain, exposed them all to a dangerous safety defect, and caused them to expend money at its
4 dealership or other third-party repair facilities and/or take other remedial measures related to the
5 FBMC defect contained in the Suzuki Motorcycles.

6 49. Suzuki engaged in deceptive acts or practices pertaining to all transactions involving
7 the Suzuki Motorcycles. Suzuki unlawfully induced Plaintiffs and other Class Members to purchase
8 their motorcycles by concealing a material fact (the FBMC Defect) and that Plaintiffs and Class
9 Members would have paid less for the Suzuki Motorcycles or not purchased them at all had they
10 known of the FBMC Defect.

11 50. As a result of the FBMC Defect, the value of the Suzuki Motorcycles has diminished,
12 including, without limitations, the resale value of the Suzuki Motorcycles. Reasonable consumers,
13 like Plaintiffs, expect and assume that a Suzuki Motorcycle's FBMC is not defective and will not
14 malfunction while operating the motorcycle as it is intended. Plaintiffs and Class Members further
15 expect and assume that Suzuki will not sell or lease a motorcycle with known safety defects, such
16 as the FBMC Defect, and will fully disclose any such defect to consumers prior to purchase or offer
17 a suitable repair replacement which solves the issue.

18 **CLASS ACTION ALLEGATIONS**

19 51. Plaintiffs bring this action on behalf of themselves and all other persons similarly
20 situated, pursuant to the provisions of Cal. Code. Civ. Proc. § 382.

21 52. The Class that Plaintiffs seek to represent is defined as follows:

22 All persons within California who purchased a Suzuki Motorcycle
23 from a Suzuki authorized dealership.

24 53. Excluded from the Class are: (1) Suzuki and its officers, directors, employees,
25 principals, affiliated entities, controlling entities, agents, and other affiliates; (2) the agents,
26 affiliates, legal representatives, heirs, attorneys at law, attorneys in fact, or assignees of such persons
27 or entities described herein; and (3) the Judge(s) assigned to this case and any members of their
28 immediate families.

1 54. Certification of Plaintiffs' claims for classwide treatment is appropriate because
2 Plaintiffs can prove the elements of their claims on a classwide basis using the same evidence as
3 would be used to prove those elements in individual actions alleging the same claims.

4 55. The Class members are so numerous and geographically dispersed throughout
5 California that joinder of all Class members would be impracticable. While Plaintiffs do not know
6 the precise number of Class members, Plaintiffs reasonably believe that they number in the
7 thousands and that their identities can be ascertained from Suzuki's records.

8 56. There is a well-defined community of interest in the common questions of law and
9 fact affecting all Class Members. The questions of law and fact common to Class Members
10 predominate over questions affecting only individual Class Members, and include, without
11 limitation:

- 12 a. Whether the Suzuki Motorcycles suffer from the FBMC Defect;
- 13 b. Whether the FBMC Defect constitutes an unreasonable safety hazard;
- 14 c. Whether the FBMC Defect is material to a reasonable consumer;
- 15 d. Whether Defendants had a duty to disclose the FBMC Defect to Plaintiffs and
16 other Class Members;
- 17 e. Whether Defendants engaged in unfair, unlawful, and/or deceptive business
18 practices in selling to Plaintiffs and Class Members the Suzuki Motorcycles;
- 19 f. Whether Defendants' conduct violated consumer protection statutes and
20 warranty laws alleged herein;
- 21 g. Whether Plaintiffs and Class Members are entitled to monetary relief;
- 22 h. Whether Plaintiffs and Class Members are entitled to injunctive relief; and
- 23 i. Whether Plaintiffs and Class Members are entitled to attorneys' fees and costs.

24 57. Plaintiffs' claims are typical of the claims of Class Members. Plaintiffs, like all Class
25 Members, were deprived of money and/or property rightly belonging to them, and sustained
26 economic injury as a result thereof, arising out of and caused by Suzuki's uniform and systematic
27 course of conduct in violation of California law as alleged herein, in similar or substantially the
28 same ways. Plaintiffs and Class Members were and are similarly or identically harmed by the same

1 unlawful, unfair, deceptive, and persuasive pattern of misconduct engaged in by Suzuki.

2 58. Plaintiffs are adequate representatives of the Class because their interests do not
3 conflict with the interests of the Class Members they seek to represent, and he is similarly situated
4 with members of the Class. Plaintiffs will fairly, adequately, and vigorously represent and protect
5 the interests of the Class and have retained counsel who are competent and experienced in the
6 prosecution of class action litigation.

7 59. A class action is superior to other available means for the fair and efficient
8 adjudication of this controversy. Plaintiffs and the members of the Class have suffered and will
9 continue to suffer harm as a result of Suzuki's conduct. Suzuki continues to deny wrongdoing or
10 remedy the conduct that is the subject of this complaint.

11 60. Suzuki has acted or refused to act on grounds generally applicable to the entire Class,
12 thereby making it appropriate for this Court to grant final injunctive and declaratory relief with
13 respect to the Class as a whole.

14 **FIRST CAUSE OF ACTION**
15 **Breach of Implied Warranty of Merchantability**

16 61. Plaintiffs repeat, reallege and incorporate by reference the preceding paragraphs in
17 their entirety as if fully set forth herein.

18 62. Suzuki was at all relevant times the manufacturer, distributor, warrantor, and/or seller
19 of Suzuki Motorcycles. Suzuki knew or had reason to know of the specific use for which the Suzuki
20 Motorcycles were purchased.

21 63. Plaintiffs and other Class Members purchased Suzuki Motorcycles manufactured and
22 sold by Suzuki in consumer transactions. Plaintiffs and other Class Members used their Suzuki
23 Motorcycles in the normal and ordinary manner for which they were designed and advertised.

24 64. Suzuki impliedly warranted that Suzuki Motorcycles were of merchantable quality
25 and fit for their intended use. This implied warranty included, among other things: (i) a warranty
26 that Suzuki Motorcycles and their FBMCs were manufactured, supplied, distributed, and/or sold by
27 Suzuki would provide safe and reliable transportation; and (ii) a warranty that Suzuki Motorcycles
28 and their FBMCs would be fit for their intended use.

1 65. Plaintiffs and other Class Members were the intended third-party beneficiaries of
2 Suzuki's implied warranties as they were the intended consumers of the Suzuki Motorcycles. The
3 dealers that sold the Suzuki Motorcycles were not intended to be the ultimate consumers and have
4 no rights under the warranty agreements provided with the Suzuki Motorcycles. Defendant's
5 warranties were intended only for the benefit of Plaintiffs and other Class Members as the ultimate
6 consumers.

7 66. Suzuki Motorcycles, when sold and at all times thereafter, were not in merchantable
8 condition and were not fit for the ordinary purpose for which motorcycles are used. Suzuki
9 Motorcycles left Suzuki's possession and control with the FBMC Defect that rendered them at all
10 times thereafter unmerchantable, unfit for ordinary use, unsafe, and a threat to public safety.

11 67. Through Suzuki's internal records of customer complaints, dealership records, and
12 warranty and post-warranty claims, Suzuki knew of the FBMC Defect in the Suzuki Motorcycles.
13 Accordingly, Suzuki knew before the time of sale to Plaintiffs and other Class Members, or earlier,
14 that Suzuki Motorcycles were produced with defective FBMC that were unfit for ordinary use and
15 rendered Suzuki Motorcycles unfit for their ordinary purposes.

16 68. Despite Plaintiffs' and other Class Members' normal, ordinary, and intended uses,
17 maintenance, and upkeep, the FBMC in Suzuki Motorcycles experienced and continues to
18 experience the FBMC Defect and premature failure.

19 69. The alleged FBMC Defect is inherent and was present in each Suzuki Motorcycle at
20 the time of sale. Plaintiffs' and other Class Members' Suzuki Motorcycles are not of fair or average
21 quality. Nor would they pass without objection.

22 70. Suzuki's unlawful conduct, as described above, was the foreseeable and actual cause
23 of Plaintiffs and other Class Members suffering actual damage on account of receiving a motorcycle
24 that contained the FBMC Defect.

25 71. Plaintiffs and other Class Members paid for a motorcycle that was supposed to meet
26 certain specifications. When they received a motorcycle that did not conform to these specifications,
27 unfit for its ordinary use and not merchantable, Plaintiffs and other Class Members were damaged
28 on account of receiving a motorcycle worth less than as represented. Plaintiffs and other Class

Members suffered diminution in the value of Suzuki Motorcycles, out-of-pocket losses related to repairing, maintaining, and servicing their Suzuki Motorcycles, costs associated with arranging and obtaining alternative means of transportation, and other incidental and consequential damages recoverable under the law.

72. All conditions precedent have occurred or been performed.

SECOND CAUSE OF ACTION
Violations of California's Consumers Legal Remedies Act
Cal. Civ. Code §§ 1750, *et seq.*

73. Plaintiffs repeat, reallege and incorporate by reference the preceding paragraphs in their entirety as if fully set forth herein.

74. Suzuki is a "person," under California Civil Code section 1761(c).

75. Plaintiffs and other Class Members are "consumers," as defined by Civil Code section 1761(d), who purchased a Suzuki Motorcycle.

76. Suzuki's conduct, as described herein, in misrepresenting the characteristics, qualities, benefits and capabilities of the Suzuki Motorcycles and the FBMCs therein, violates the California Consumers Legal Remedies Act ("CLRA"), Civil Code section 1750, *et seq.* Specifically, Suzuki violated the CLRA by omitting material facts and failing to disclose a known FBMC Defect in the Suzuki Motorcycles, and by engaging in the following practices proscribed by Civil Code section 1770(a) in transactions that were intended to result in, and did result in, the sale of the Suzuki Motorcycles:

- a. representing that the Suzuki Motorcycles have approval, characteristics, ingredients, uses, benefits, or quantities that they do not have;
- b. representing that the Suzuki Motorcycles are of a particular standard, quality, or grade if they are of another;
- c. advertising the Suzuki Motorcycles with the intent not to sell them as advertised; and
- d. representing that the Suzuki Motorcycles have been supplied in accordance with previous representations when they have not.

1 77. Suzuki violated the CLRA by selling Suzuki Motorcycles that it knew were plagued
2 by the FBMC Defect that rendered them incapable of performing as advertised, unable to deliver
3 the benefits, qualities, and characteristics described in advertisements and promotional materials,
4 and which resulted in sudden brake pressure loss and failure without warning, including while
5 traveling at highway speeds. Suzuki omitted from Plaintiffs and other Class Members the material
6 fact that Suzuki Motorcycles were sold with defective FBMCs where the zinc piston is prone to
7 corrosion, causing a build-up of hydrogen gas and eventual loss of brake pressure. Suzuki omitted
8 the fact that the FBMC Defect posed a serious risk to the safety of drivers, passengers, and the
9 public. These are facts that a reasonable consumer would consider important and material in
10 selecting a motorcycle to purchase or lease.

11 78. Suzuki knew before the time of sale to Plaintiffs and other Class Members, and
12 earlier, that Suzuki Motorcycles were produced with the FBMC Defect that posed a serious safety
13 threat to drivers, passengers, and everyone else sharing the road with the Suzuki Motorcycles.
14 Through Suzuki's internal records of customer complaints, dealership records, and warranty and
15 post-warranty claims, Suzuki learned of the FBMC Defect in the Suzuki Motorcycles.

16 79. Pursuant to CLRA section 1782(d), Plaintiffs, individually and on behalf of other
17 Class Members, seek a Court order enjoining the above-described wrongful acts and practices of
18 Suzuki, ordering Suzuki to extend repair and replacement remedies to all Class Members.

19 80. Suzuki's unfair and deceptive acts or practices were the foreseeable and actual cause
20 of Plaintiffs and other Class Members suffering actual damage on account of receiving a motorcycle
21 that lacked the performance that Suzuki represented the motorcycles to have and contained a FBMC
22 Defect.

23 81. Plaintiffs and other Class Members paid for a motorcycle that was supposed to meet
24 certain specifications. When they received a motorcycle that did not conform to these specifications,
25 was unfit for its ordinary use and was not merchantable, Plaintiffs and other Class Members were
26 damaged on account of receiving a motorcycle worth less than as represented. Plaintiffs and other
27 Class Members suffered diminution in the value of Suzuki Motorcycles, out-of-pocket losses related
28 to repairing, maintaining, and servicing their Suzuki Motorcycles, costs associated with arranging

1 and obtaining alternative means of transportation, and other incidental and consequential damages
2 recoverable under the law.

3 82. Pursuant to CLRA section 1782, Plaintiffs notified Suzuki in writing by certified
4 mail of the particular violations of CLRA section 1770 and demanded that Suzuki rectify the
5 problems associated with the actions detailed above. A copy of these letters are attached as Exhibit
6 A.

7 83. Suzuki's conduct is fraudulent, wanton, and malicious.

8 84. Filed concurrently with this class action complaint is the declaration of Glenn A.
9 Danas, showing that this action has been commenced in the proper forum pursuant to Civil Code
10 section 1780(d).

11 **THIRD CAUSE OF ACTION**
12 **Violations of California's Unfair Competition Law**
13 **California Civil Code §§ 17200, *et seq.***

14 85. Plaintiffs repeat, reallege and incorporate by reference the preceding paragraphs in
15 their entirety as if fully set forth herein.

16 86. The UCL prohibits any "unlawful, unfair or fraudulent business act or practice." Bus.
17 Prof. Code § 17200.

18 87. In the course of conducting business, Suzuki committed "unlawful" business
19 practices by, among other things, making the representations and omissions of material facts, as set
20 forth more fully herein, and by violating California Civil Code sections 1572, 1709, 1711,
21 1770(a)(5), (7), (9), (16), and the common law.

22 88. In the course of conducting business, Defendant committed "unfair" business
23 practices by, among other things, misrepresenting and omitting material facts regarding the
24 characteristics, capabilities, and benefits of Suzuki Motorcycles. There is no societal benefit from
25 such false and misleading representations and omissions, only harm. While Plaintiffs and other Class
26 Members were harmed by this conduct, Defendant was unjustly enriched. As a result, Defendant's
27 conduct is "unfair" as it has offended an established public policy. Further, Defendant engaged in
28 immoral, unethical, oppressive, and unscrupulous activities that are substantially injurious to
consumers.

1 89. Plaintiffs allege violations of consumer protection, unfair competition, and truth in
2 advertising laws in California, resulting in harm to consumers. Defendant's acts and omissions also
3 violate and offend the public policy against engaging in false and misleading advertising, unfair
4 competition, and deceptive conduct toward consumers. This conduct constitutes a violation of the
5 unfair prong of the UCL. There were reasonably available alternatives to further Defendant's
6 legitimate business interests other than the conduct described herein.

7 90. The UCL also prohibits any "fraudulent business act or practice." In the course of
8 conducting business, Defendant committed "fraudulent business act[s] or practices" by, among
9 other things, prominently making the representations (which also constitute advertising within the
10 meaning of UCL) and omissions of material facts regarding the safety, characteristics, and
11 production quality of the Suzuki Motorcycles, as alleged herein.

12 91. Defendant's actions, claims, omissions, and misleading statements, as more fully set
13 forth above, were material in that a reasonable consumer would have considered them to be
14 important in deciding whether to purchase a Suzuki Motorcycle or pay a lesser price. Had Plaintiffs
15 and other Class Members known Suzuki used a defective FBMC design in the Suzuki Motorcycles
16 that was prone to early failure, they would not have purchased the Suzuki Motorcycles, or would
17 have paid less for them.

18 92. Defendant knew when the Suzuki Motorcycles were first sold that they were
19 equipped with defective FBMCs that substantially diminished the quality, performance, safety and
20 lifespan of the Suzuki Motorcycles. Through Suzuki's internal records of customer complaints,
21 dealership records, and warranty and post-warranty claims, Suzuki learned of the FBMC Defect.

22 93. Plaintiffs and other Class Members were injured and incurred actual damages as a
23 result of Suzuki's conduct in that they relied on Suzuki's omissions and, as a result, purchased
24 defective Suzuki Motorcycles that used an unsafe and defective FBMC; overpaid for the Suzuki
25 Motorcycles and did not receive the benefit of their bargain; paid out of pocket to repair the defect,
26 which was known to Suzuki; suffered an untimely and accelerated diminution in value of the Suzuki
27 Motorcycles; and suffered other injuries proximately caused by Suzuki's misconduct as alleged
28 herein. These injuries are the direct and proximate consequence of Suzuki's misconduct and

1 violation of the UCL.

2 94. Pursuant to Business & Professions Code sections 17203 and 17205, Plaintiffs seek
3 an injunction prohibiting Defendant from continuing such practices, corrective advertising,
4 restitution, and all other relief this Court deems appropriate.

5 **PRAYER FOR RELIEF**

6 **WHEREFORE**, Plaintiffs, individually and on behalf of the Class Members, respectfully
7 request that the Court enter an Order:

- 8 a. certifying the Class as requested herein;
- 9 b. appointing Plaintiffs as Class Representatives and the undersigned counsel as Class
10 Counsel;
- 11 c. finding that Suzuki engaged in the unlawful conduct as alleged herein;
- 12 d. awarding Plaintiffs and the other Class Members damages;
- 13 e. awarding Plaintiffs and the other Class Members restitution;
- 14 f. awarding Plaintiffs and the other Class Members declaratory and injunctive relief,
15 including requiring Suzuki to repair or replace the FBMC in the Suzuki Motorcycles
16 and inform purchasers of the defect;
- 17 g. awarding Plaintiffs and the other Class Members pre-judgment and post-judgment
18 interest on all amounts awarded;
- 19 h. awarding Plaintiffs and the other Class Members reasonable attorneys' fees, costs, and
20 expenses; and
- 21 i. granting such other relief as the Court deems just and appropriate.

22 **DEMAND FOR JURY TRIAL**

23 Plaintiffs hereby demand a jury trial on all issues so triable.

24 Respectfully submitted,

25 Dated: March 19, 2025

CLARKSON LAW FIRM, P.C.

26 By: s/ Glenn A. Danas
27 RYAN J. CLARKSON (257074)
GLENN A. DANAS (270317)
28 ZARRINA OZARI (334443)

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Attorneys for Plaintiffs

EXHIBIT A

Clarkson

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Partner

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gdanas@clarksonlawfirm.com

March 17, 2025

VIA U.S. CERTIFIED MAIL RETURN RECEIPT REQUESTED

Suzuki Motor of America, Inc.
3251 E. Imperial Highway
Brea, CA 92821

Suzuki Motor of America, Inc.
c/o CT Corporation System
330 N. Brand Blvd., STE 700
Glendale, CA 91203

CMRR: 9589 0710 5270 1173 6631 29

CMRR: 9589 0710 5270 1254 7972 31

Re: Suzuki Sport Motorcycles

To Whom It May Concern:

On behalf of Alex Lopez (“**Mr. Lopez**”) and all others similarly situated,¹ this letter is to notify Suzuki Motor of America, Inc. (“**Suzuki**”) that it has violated, and continues to violate, the California Consumers Legal Remedies Act, Cal. Civ. Code § 1770, *et seq.*, (“CLRA”) by manufacturing, selling, distributing, advertising, and warranting defective motorcycles, and engaging in other methods, acts, or practices declared unlawful by California Civil Code Section 1770. *See* Cal. Civ. Code § 1782(a) and (b).

In 2022, Mr. Lopez purchased a new 2022 GSX1300R Suzuki Motorcycle from Southern California Motorcycles in Brea, California. Mr. Lopez purchased his Suzuki Motorcycle reasonably believing it was safe and of a particular quality based on Suzuki’s advertising of its motorcycles. He lost money and property as a result of Suzuki’s conduct. He would not have purchased his Suzuki Motorcycle had he known it contained a FBMC Defect that could and did render the motorcycle unsafe during normal use.

Shortly after Mr. Lopez purchased his motorcycle, he discovered that the brakes were not functioning properly when his front brakes failed to respond despite the application of full braking force while riding. In or around April 2023, Mr. Lopez took his motorcycle to Southern California

¹ Mr. Lopez serves this notice on behalf of all persons who purchased or leased in the last four (4) years (the “Class Period”) Suzuki Sport Motorcycles of the following models: model year 2005-2025 GSX-R1000, model year 2004-2025 GSX-R750, model year 2004-2025 GSX-R600, and model year 2022-2024 GSX1300R.

March 17, 2025

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Motorcycles for a FBMC replacement. A technician replaced the FBMC in accordance with Suzuki's service manual and specifications. However, the brake failure issue persisted.

Suzuki designs, manufactures, tests, markets, supplies, sells, and distributes Suzuki-branded sport motorcycles of the following models: model year 2005-2025 GSX-R1000, model year 2004-2025 GSX-R750, model year 2004-2025 GSX-R600, and model year 2022-2024 GSX1300R (collectively "Sport Motorcycles").

Suzuki has been aware for many years of the FBMC Defect as a result of prior internal investigations, investigations by the National Highway Transportation Safety Administration, and complaints from Suzuki's own customers. By 2012, Suzuki acknowledged the extreme dangers associated with brake failures in its external communications. Particularly, during the following email exchange between Suzuki Directors on December 5, 2012, regarding "GSX-R Series Pressure Loss North America Investigation Report," one of the Directors wrote: "My understanding that **it is very dangerous Speed of response is slow.** Due to the nature of its content, **it is a recall matter. It is a matter that involves human lives. Prioritize it.**"

Despite the knowledge of the FBMC defect and the extreme dangers posed thereby, Suzuki failed to investigate the problem and issue proper recalls, allowing the problem to proliferate. Suzuki continues to manufacture, sell, and distribute Suzuki Sport Motorcycles with defective FBMCs, thereby jeopardizing consumers' lives and safety. As a result of this misconduct, Mr. Lopez was harmed and suffered actual damages in that the Sport Motorcycle he purchased from Suzuki had a dangerous and potentially life-threatening defect that posed an ongoing threat and drastically diminished the value of his motorcycle.

Mr. Lopez did not receive the benefit of his bargain as he received a motorcycle that is of a lesser standard, grade, and quality than represented and did not receive a motorcycle that met ordinary and reasonable consumer expectations. Mr. Lopez did not receive a motorcycle that would reliably operate with reasonable safety, and that would not place Mr. Lopez and other occupants in danger of encountering an ongoing and undisclosed risk of harm, which could have been avoided. A motorcycle purchased or leased under the reasonable assumption that it is "safe" as advertised is worth more than a motorcycle that is known to contain an FBMC defect. Mr. Lopez overpaid for his motorcycle, as he paid more than he would have had the defect been disclosed.

Suzuki had exclusive knowledge of the FBMC defect and concealed their knowledge of the nature and extent of the defect from the public and has shown a blatant disregard for public welfare and safety.

I. APPLICABLE LAW

Suzuki's actions, as set forth below, violate the Consumers Legal Remedies Act (Civ. Code Section 1750, *et seq.*) ("CLRA").

The CLRA prohibits the following unfair and deceptive acts: (2) Misrepresenting the source, sponsorship, approval, or certification of goods or services; (5) Representing that goods or

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services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation, or connection that the person does not have; (7) Representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another; and (9) Advertising goods or services with intent not to sell them as advertised.

In this case, Suzuki violated the above-listed provisions of the CLRA through its misrepresentation and deceptions related to the quality and merchantability of the Sport Motorcycles. Specifically, Suzuki's FBMCs are defective in that they are prone to corrosion of the brake piston through normal use of the motorcycle. This defect is endemic and significant because the corrosion leads to various forms of brake failure. Suzuki knew for years that their Sport Motorcycles had dangerous braking issues but continued to make false representations regarding the quality, usability, and safety of the Sport Motorcycles and the FBMCs. Suzuki marketed the Sport Motorcycles as safe and defect-free, with refined suspension and brakes that provided precise and responsive handling, all while knowing of the FBMC problems. Suzuki's FBMCs are not of quality grade and do not meet the safety standards that Suzuki advertised they would meet. In fact, Suzuki's FBMCs have proven to be a threat to the health, lives, and safety of drivers and passengers. The dangers posed by the FBMC defect have been demonstrated time and again through consumer complaints and lawsuits. Suzuki was aware that Sport Motorcycles' FBMCs are defective and dangerous, yet it continued to install defective FBMCs on their motorcycles despite this knowledge. Suzuki knowingly kept from its customers the true facts about the problems with the defective FBMCs and trained their dealers to carry out the deceptive message that Suzuki Sport Motorcycles were safe and reliable and did not pose a serious threat to life, health, and safety.

II. DEMAND FOR RELIEF

Pursuant to California Civil Code Section 1782(b), Mr. Lopez demands that Suzuki agree to correct, repair, and rectify its unlawful acts within 30 days from the receipt of this letter. In particular, Mr. Lopez demands that Suzuki terminate its unlawful business practice as set forth herein. We also request that Suzuki compensate Mr. Lopez and other Class members for all payments made by them under the purchase contract and pay all incidental and consequential damages as well as all other damages recoverable by law. Mr. Lopez and other Class members also demand that Suzuki pay their attorneys' fees and costs pursuant to Civil Code Section 1780(e) and California Code of Civil Procedure Section 1021.5.

To resolve Mr. Lopez's claim for injunctive relief under the CLRA, you must consent to the entry of a specific injunction preventing any further predatory acts against the public. The proposed *injunction would* prohibit Suzuki from engaging in the following practices as applicable:

- (1) Failing to disclose that the Sport Motorcycles were equipped with a defective FBMC, known to be defective and potentially dangerous;
- (2) Concealing the potential danger posed by the defective FBMC in a scheme to defraud consumers for years while selling thousands of Sport Motorcycles with defective FBMCs throughout California;

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You must also undertake all of the following actions to satisfy the requirements of California Civil Code, Section 1782 (c):

- (1) Identify and make a reasonable attempt to identify all consumers similarly situated.
- (2) Send written notification to all similarly situated defrauded consumers, informing them that upon their request, you will offer an appropriate correction, replacement, or other remedy for your wrongful conduct;
- (3) Undertake (or promise to undertake within a reasonable time if it cannot be done immediately) the actions described above for all affected persons who so request;
- (4) Cease the unlawful methods, acts, or practices set forth above prohibited by the injunction;
- (5) Institute new policies and procedures to prevent the recurrence of the illegal conduct described herein; and
- (6) Pay all appropriate fees and costs.

Litigation Hold Notice: This letter also constitutes notice to Suzuki that it must NOT destroy, conceal, or alter in any manner whatsoever any evidence, documents, merchandise, information, paper, or electronically stored information or data (such as databases, emails, messages, electronically stored documents and things, websites, and any online advertisements), and/or other tangible items or property (collectively, “**Documents**”) regarding the Sport Motorcycles and the matters set forth in this letter, pending resolution of this dispute. This includes, but is not limited to, the following:

1. **Sales Data:** Documents related to the Sport Motorcycles’ sales in California and the United States in the last five years leading up to the Class Period through present, including transactional sales data and compilations and analyses of sales, including buyer identities and contact information; unique product identification numbers; Sport Motorcycles’ descriptions; number of units sold; date of each sale; and total dollar amount of each sale; in daily, weekly, monthly, quarterly, and annual sales periods.
2. **Manufacturing Process:** Documents related to the manufacturing process for the Sport Motorcycles, including the process of manufacturing FBMC.
3. **Consumer Identifying Information:** Documents reflecting the identities of consumers who bought the Sport Motorcycles during the last five years.
4. **Marketing & Advertising:** Documents related to the marketing and advertising of Sport Motorcycles in the last five years leading up to the Class Period through present, including: advertisements in any medium; marketing strategies and campaigns; data analytics, reports,

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and analyses for online marketing; materials submitted to marketers to substantiate claims; marketing budgets and performance evaluations; market research, including focus groups, consumer surveys, data analysis of consumer demographics and behavior; and any contracts, recommendations, reports, evaluations, or communications with any person regarding marketing and advertising.

5. **Complaints:** Documents related to any complaints or legal proceedings regarding the Sport Motorcycles at any time between 2013 to present, whether initiated by a governmental regulatory agency, consumer competitor, or industry organization.
6. **Contracts:** Documents related to any agreement between Suzuki or Suzuki's representatives or agents and another person or entity to perform any services or provide any goods in connection with the foregoing matters.
7. **Policies & Procedures:** Documents related to any policies and procedures that govern, apply to, regard, or relate to any of the foregoing matters – be it policies and procedures created for or by Suzuki, Suzuki's representatives or agents, Suzuki's independent contractors, or Suzuki's principals, parent companies, grandparent companies, or any other person or company that requires or suggests Suzuki's compliance with them.

Thank you for your attention to this matter.

Sincerely,

CLARKSON LAW FIRM, P.C.

A handwritten signature in blue ink, appearing to read "Glenn A. Danas", is written over the printed name.

Glenn A. Danas, Esq.

Clarkson

Glenn A. Danas, Esq.
Partner

Clarkson Law Firm P.C.
22525 Pacific Coast Highway
Malibu, CA 90265
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Direct: (213) 279-2744
Fax: (213) 788-4070
gdanas@clarksonlawfirm.com

March 17, 2025

VIA U.S. CERTIFIED MAIL RETURN RECEIPT REQUESTED

Suzuki Motor of America, Inc.
3251 E. Imperial Highway
Brea, CA 92821

Suzuki Motor of America, Inc.
c/o CT Corporation System
330 N. Brand Blvd., STE 700
Glendale, CA 91203

CMRR: 9589 0710 5270 1254 7972 48

CMRR: 9589 0710 5270 1254 7972 55

Re: Suzuki Sport Motorcycles

To Whom It May Concern:

On behalf of Travell Woods (“**Mr. Woods**”) and all others similarly situated,¹ this letter is to notify Suzuki Motor of America, Inc. (“**Suzuki**”) that it has violated, and continues to violate, the California Consumers Legal Remedies Act, Cal. Civ. Code § 1770, *et seq.*, (“CLRA”) by manufacturing, selling, distributing, advertising, and warranting defective motorcycles, and engaging in other methods, acts, or practices declared unlawful by California Civil Code Section 1770. *See* Cal. Civ. Code § 1782(a) and (b).

In 2022, Mr. Woods purchased a new 2018 GSX-R1000 Suzuki Motorcycle from Del Amo Motorsports in Redondo Beach, California. Mr. Woods purchased his Suzuki Motorcycle reasonably believing it was safe and of a particular quality based on Suzuki’s advertising of its motorcycles. He lost money and property as a result of Suzuki’s conduct. He would not have purchased his Suzuki Motorcycle had he known it contained a FBMC Defect that could and did render the motorcycle unsafe during normal use.

Shortly after Mr. Woods purchased his motorcycle, he discovered that the brakes were not functioning properly when his front brakes failed to respond despite the application of full braking force while riding.

¹ Mr. Woods serves this notice on behalf of all persons who purchased or leased in the last four (4) years (the “Class Period”) Suzuki Sport Motorcycles of the following models: model year 2005-2025 GSX-R1000, model year 2004-2025 GSX-R750, model year 2004-2025 GSX-R600, and model year 2022-2024 GSX1300R.

March 17, 2025
Page 2 of 5

Suzuki designs, manufactures, tests, markets, supplies, sells, and distributes Suzuki-branded sport motorcycles of the following models: model year 2005-2025 GSX-R1000, model year 2004-2025 GSX-R750, model year 2004-2025 GSX-R600, and model year 2022-2024 GSX1300R (collectively “Sport Motorcycles”).

Suzuki has been aware for many years of the FBMC Defect as a result of prior internal investigations, investigations by the National Highway Transportation Safety Administration, and complaints from Suzuki’s own customers. By 2012, Suzuki acknowledged the extreme dangers associated with brake failures in its external communications. Particularly, during the following email exchange between Suzuki Directors on December 5, 2012, regarding “GSX-R Series Pressure Loss North America Investigation Report,” one of the Directors wrote: “My understanding that **it is very dangerous Speed of response is slow.** Due to the nature of its content, **it is a recall matter. It is a matter that involves human lives. Prioritize it.**”

Despite the knowledge of the FBMC defect and the extreme dangers posed thereby, Suzuki failed to investigate the problem and issue proper recalls, allowing the problem to proliferate. Suzuki continues to manufacture, sell, and distribute Suzuki Sport Motorcycles with defective FBMCs, thereby jeopardizing consumers’ lives and safety. As a result of this misconduct, Mr. Woods was harmed and suffered actual damages in that the Sport Motorcycle he purchased from Suzuki had a dangerous and potentially life-threatening defect that posed an ongoing threat and drastically diminished the value of his motorcycle.

Mr. Woods did not receive the benefit of his bargain as he received a motorcycle that is of a lesser standard, grade, and quality than represented and did not receive a motorcycle that met ordinary and reasonable consumer expectations. Mr. Woods did not receive a motorcycle that would reliably operate with reasonable safety, and that would not place Mr. Woods and other occupants in danger of encountering an ongoing and undisclosed risk of harm, which could have been avoided. A motorcycle purchased or leased under the reasonable assumption that it is “safe” as advertised is worth more than a motorcycle that is known to contain an FBMC defect. Mr. Woods overpaid for his motorcycle, as he paid more than he would have had the defect been disclosed.

Suzuki had exclusive knowledge of the FBMC defect, concealed their knowledge of the nature and extent of the defect from the public and has shown a blatant disregard for public welfare and safety.

I. APPLICABLE LAW

Suzuki’s actions, as set forth below, violate the Consumers Legal Remedies Act (Civ. Code Section 1750, *et seq.*) (“CLRA”).

The CLRA prohibits the following unfair and deceptive acts: (2) Misrepresenting the source, sponsorship, approval, or certification of goods or services; (5) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that

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they do not have or that a person has a sponsorship, approval, status, affiliation, or connection that the person does not have; (7) Representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another; and (9) Advertising goods or services with intent not to sell them as advertised.

In this case, Suzuki violated the above-listed provisions of the CLRA through its misrepresentation and deceptions related to the quality and merchantability of the Sport Motorcycles. Specifically, Suzuki's FBMCs are defective in that they are prone to corrosion of the brake piston through normal use of the motorcycle. This defect is endemic and significant because the corrosion leads to various forms of brake failure. Suzuki knew for years that their Sport Motorcycles had dangerous braking issues but continued to make false representations regarding the quality, usability, and safety of the Sport Motorcycles and the FBMCs. Suzuki marketed the Sport Motorcycles as safe and defect-free, with refined suspension and brakes that provided precise and responsive handling, all while knowing of the FBMC problems. Suzuki's FBMCs are not of quality grade and do not meet the safety standards that Suzuki advertised they would meet. In fact, Suzuki's FBMCs have proven to be a threat to the health, lives, and safety of drivers and passengers. The dangers posed by the FBMC defect have been demonstrated time and again through consumer complaints and lawsuits. Suzuki was aware that Sport Motorcycles' FBMCs are defective and dangerous, yet it continued to install defective FBMCs on their motorcycles despite this knowledge. Suzuki knowingly kept from its customers the true facts about the problems with the defective FBMCs and trained their dealers to carry out the deceptive message that Suzuki Sport Motorcycles were safe and reliable and did not pose a serious threat to life, health, and safety.

II. DEMAND FOR RELIEF

Pursuant to California Civil Code Section 1782(b), Mr. Woods demands that Suzuki agree to correct, repair, and rectify its unlawful acts within 30 days from the receipt of this letter. In particular, Mr. Woods demands that Suzuki terminate its unlawful business practice as set forth herein. We also request that Suzuki compensate Mr. Woods and other Class members for all payments made by them under the purchase contract and pay all incidental and consequential damages as well as all other damages recoverable by law. Mr. Woods and other Class members also demand that Suzuki pay their attorneys' fees and costs pursuant to Civil Code Section 1780(e) and California Code of Civil Procedure Section 1021.5.

To resolve Mr. Woods's claim for injunctive relief under the CLRA, you must consent to the entry of a specific injunction preventing any further predatory acts against the public. The proposed *injunction would* prohibit Suzuki from engaging in the following practices as applicable:

- (1) Failing to disclose that the Sport Motorcycles were equipped with a defective FBMC, known to be defective and potentially dangerous;
- (2) Concealing the potential danger posed by the defective FBMC in a scheme to defraud consumers for years while selling thousands of Sport Motorcycles with defective FBMCs throughout California;

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You must also undertake all of the following actions to satisfy the requirements of California Civil Code, Section 1782 (c):

- (1) Identify and make a reasonable attempt to identify all consumers similarly situated.
- (2) Send written notification to all similarly situated defrauded consumers, informing them that upon their request, you will offer an appropriate correction, replacement, or other remedy for your wrongful conduct;
- (3) Undertake (or promise to undertake within a reasonable time if it cannot be done immediately) the actions described above for all affected persons who so request;
- (4) Cease the unlawful methods, acts, or practices set forth above prohibited by the injunction;
- (5) Institute new policies and procedures to prevent the recurrence of the illegal conduct described herein; and
- (6) Pay all appropriate fees and costs.

Litigation Hold Notice: This letter also constitutes notice to Suzuki that it must NOT destroy, conceal, or alter in any manner whatsoever any evidence, documents, merchandise, information, paper, or electronically stored information or data (such as databases, emails, messages, electronically stored documents and things, websites, and any online advertisements), and/or other tangible items or property (collectively, “**Documents**”) regarding the Sport Motorcycles and the matters set forth in this letter, pending resolution of this dispute. This includes, but is not limited to, the following:

1. **Sales Data:** Documents related to the Sport Motorcycles’ sales in California and the United States in the last five years leading up to the Class Period through present, including transactional sales data and compilations and analyses of sales, including buyer identities and contact information; unique product identification numbers; Sport Motorcycles’ descriptions; number of units sold; date of each sale; and total dollar amount of each sale; in daily, weekly, monthly, quarterly, and annual sales periods.
2. **Manufacturing Process:** Documents related to the manufacturing process for the Sport Motorcycles, including the process of manufacturing FBMC.
3. **Consumer Identifying Information:** Documents reflecting the identities of consumers who bought the Sport Motorcycles during the last five years.
4. **Marketing & Advertising:** Documents related to the marketing and advertising of Sport Motorcycles in the last five years leading up to the Class Period through present, including: advertisements in any medium; marketing strategies and campaigns; data analytics, reports, and analyses for online marketing; materials submitted to marketers to substantiate claims;

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marketing budgets and performance evaluations; market research, including focus groups, consumer surveys, data analysis of consumer demographics and behavior; and any contracts, recommendations, reports, evaluations, or communications with any person regarding marketing and advertising.

5. **Complaints:** Documents related to any complaints or legal proceedings regarding the Sport Motorcycles at any time between 2013 to present, whether initiated by a governmental regulatory agency, consumer competitor, or industry organization.
6. **Contracts:** Documents related to any agreement between Suzuki or Suzuki's representatives or agents and another person or entity to perform any services or provide any goods in connection with the foregoing matters.
7. **Policies & Procedures:** Documents related to any policies and procedures that govern, apply to, regard, or relate to any of the foregoing matters – be it policies and procedures created for or by Suzuki, Suzuki's representatives or agents, Suzuki's independent contractors, or Suzuki's principals, parent companies, grandparent companies, or any other person or company that requires or suggests Suzuki's compliance with them.

Thank you for your attention to this matter.

Sincerely,

CLARKSON LAW FIRM, P.C.

A handwritten signature in blue ink, appearing to read "Glenn A. Danas", is written over a light blue horizontal line.

Glenn A. Danas, Esq.