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

Gary Guthrie, Stephanie Crain, Chad Hinton, Julio Zelaya, Anna Gilinets, Marcy Knysz, Lester Woo, and Amy Bradshaw, *on behalf of themselves and all others similarly situated,*

Plaintiffs,

vs.

Mazda Motor of America, Inc.,

Defendant.

Case No.: 8:22-cv-01055-DOC-DFM

**ORDER GRANTING PRELIMINARY  
APPROVAL OF**

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**CLASS ACTION SETTLEMENT**

WHEREAS, pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure, the Parties seek entry of an order preliminarily approving the settlement of this action pursuant to their settlement agreement (the “Settlement Agreement” or “Settlement”), which, together with its attached exhibits, sets forth the terms and conditions for a proposed nationwide class action settlement of the Action and dismissal of the Action with prejudice; and

WHEREAS, the Court has read and considered the Settlement and its exhibits, and Plaintiffs’ Unopposed Motion for Preliminary Approval;

**NOW, THEREFORE, IT IS ON THIS 7TH DAY OF MARCH 2024, ORDERED THAT:**

1. This Order incorporates by reference the definitions in the Settlement Agreement, and all terms used in this Order shall have the same meanings as set forth in the Settlement Agreement.
2. The Court has jurisdiction over the subject matter and parties to this proceeding pursuant to the Class Action Fairness Act, 28 U.S.C. §§ 1332(d) & 1453(b).
3. Venue is proper in this District.
4. The Court grants the Plaintiffs’ motion for preliminary approval of the Settlement as fair, reasonable and adequate under Rule 23. The Court finds that the Settlement was reached in the absence of collusion, and is the product of informed, good faith, arm’s-length negotiations between the parties and their capable and experienced counsel, and with the assistance of an experienced, well-respected and neutral Mediator, Hon. Dickran M. Tevrizian (Ret.) of JAMS. The Court further finds that the Settlement, including the exhibits attached thereto, is sufficiently fair, reasonable and adequate to justify preliminary approval of the Settlement, preliminary certification of the proposed Settlement Class, dissemination of notice to the Settlement Class, as set forth below and in the Settlement, and to schedule a Final Fairness Hearing

1 to determine whether to grant final approval of the Settlement and enter a final approval  
2 order and judgment.

3 5. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court  
4 certifies, solely for purposes of effectuating the Settlement, the Settlement Class as  
5 follows:

6 All persons and entities who purchased or leased a Settlement Class  
7 Vehicle in the United States of America, including the District of  
8 Columbia, Puerto Rico, and the U.S. Virgin Islands.

9 6. “Settlement Class Vehicle” means the following model year and model  
10 Mazda vehicles equipped with a 2.5L turbocharged engine and valve stem seals within  
11 the impacted VIN production range distributed by Mazda Motor of America, Inc. d/b/a  
12 Mazda North American Operations (“MNAO”), for sale or lease in the United States of  
13 America, including the District of Columbia, Puerto Rico, and the U.S. Virgin Islands:

- 14 Model Year 2021 Mazda3 (Japan built)
- 15 Model Year 2021 & 2022 Mazda3 (Mexico built)
- 16 Model Year 2021 & 2022 CX-30 (Mexico built)
- 17 Model Year 2021 Mazda6
- 18 Model Year 2021 CX5
- 19 Model Year 2021 CX9

20 7. Excluded from the Settlement Class are (a) anyone claiming personal  
21 injury, property damage and/or subrogation; (b) all Judges, court staff, and/or mediators  
22 or arbitrators who have presided over the Action and their spouses; (c) all current  
23 employees, officers, directors, agents and representatives of Defendant, and their family  
24 members; (d) any affiliate, parent or subsidiary of Defendant and any entity in which  
25 Defendant has a controlling interest; (e) anyone acting as a used car dealer; (f) anyone  
26 who purchased a Settlement Class Vehicle for the purpose of commercial resale; (g)  
27 anyone who purchased a Settlement Class Vehicle with salvaged title and/or any

1 insurance company who acquired a Settlement Class Vehicle as a result of a total loss;  
2 (h) any insurer of a Settlement Class Vehicle; (i) issuers of extended vehicle warranties  
3 and service contracts; (j) any Settlement Class Member who, prior to the date of this  
4 Agreement, settled with and released Defendant or any Released Parties from any  
5 Released Claims, and (k) any Settlement Class Member that files a timely and proper  
6 Request for Exclusion from the Settlement Class.

7 8. The Court preliminarily appoints Interim Class Counsel Lemberg Law,  
8 LLC, as Class Counsel.

9 9. The Court preliminarily appoints Plaintiffs Gary Guthrie, Stephanie Crain,  
10 Chad Hinton, Julio Zelaya, Anna Gilinets, Marcy Knysz, Lester Woo, and Amy  
11 Bradshaw as Settlement Class Representatives.

12 10. The Court preliminarily finds, solely for purposes of the Settlement, that  
13 the Settlement satisfies the requirements of Rule 23 such that preliminary certification  
14 of the Settlement Class and dissemination of the class notice pursuant to the  
15 Settlement's notice program are appropriate. The Court further finds, for Settlement  
16 purposes, that: (a) the Settlement Class is so numerous that joinder of all Settlement  
17 Class Members in the Action is impracticable; (b) there are questions of law and fact  
18 common to the Settlement Class that predominate over any individual questions; (c) the  
19 claims of the Settlement Class Representatives are typical of the claims of the  
20 Settlement Class; (d) the Settlement Class Representatives and Settlement Class  
21 Counsel have and will continue to fairly and adequately represent and protect the  
22 interests of the Settlement Class; and (e) a class action is superior to all other available  
23 methods for the fair and efficient adjudication of the controversy. The Court also  
24 preliminarily finds that certification of the Settlement Class is appropriate when  
25 balanced against the risks of continued litigation.

26 11. The Court finds that discovery has been conducted to a sufficient extent  
27 that counsel for the parties are reasonably able to evaluate their claims and defenses,

1 the risks of further litigation, and the benefits of settlement which will avoid substantial  
2 additional costs to the parties and reduce delay and risks associated with litigating this  
3 action to conclusion. It further appears that the Settlement has been reached as a result  
4 of intensive, arm's-length negotiations of vigorously disputed claims, with the  
5 assistance of an experienced and respected third-party neutral Mediator.

6 12. The Court preliminarily approves the Settlement Agreement and its  
7 content and exhibits, including the form and content of the Claim Form (Exhibit 1 to  
8 the Settlement Agreement) and the form and content of the Settlement Class Notice  
9 (Exhibit 4 to the Settlement Agreement). The Court finds that the mailing of the  
10 Settlement Class Notice in the manner set forth in the Settlement Agreement, as well  
11 as the establishment of a settlement website, satisfy Rule 23 and due process. The  
12 foregoing is the best notice practicable under the circumstances and is reasonably  
13 calculated to apprise the Settlement Class of the pendency of the Action, the class  
14 certification for settlement purposes only, the terms of the Settlement and benefits  
15 afforded, the Settlement Class Members' rights including the right to opt-out of or  
16 object to the Settlement and the deadlines and procedures for doing so, the deadline,  
17 procedures and requirements for submitting a reimbursement claim pursuant to the  
18 Settlement, Class Counsel's application for fees and expenses, the request for service  
19 awards for the named Plaintiffs, and other pertinent information. The Settlement Class  
20 Notice and notice plan constitute due and sufficient notice to the Settlement Class. The  
21 Court authorizes the Parties to make non-material modifications to the Settlement Class  
22 Notice and Claim Form prior to publication if they jointly agree that any such changes  
23 are appropriate, in consultation with the claims administrator, JND Legal  
24 Administration.

25 13. Accordingly, the Court directs that the aforementioned Class Notice be  
26 mailed to the Settlement Class Members, pursuant to the terms of the Settlement, within  
27 sixty (60) days after entry of this Order (the "Notice Date").

1           14. The Court preliminarily appoints JND Legal Administration as the  
2 Settlement Claim Administrator. The Settlement Claim Administrator is directed to  
3 perform all settlement administration duties set out in the Settlement Agreement,  
4 including establishing, maintaining, and administering a website dedicated to the  
5 Settlement which (i) will provide information about the Settlement including all  
6 relevant documents and deadlines and (ii) will instruct on how to submit a Claim for  
7 reimbursement. At least fourteen (14) days before the Final Approval Hearing, the  
8 Settlement Claim Administrator shall provide an affidavit or declaration to the Court  
9 attesting that Settlement Class Notice was disseminated in a manner consistent with the  
10 terms of the Settlement.

11           15. The Court authorizes the Settlement Claim Administrator, JND Legal  
12 Administration, through data aggregators or otherwise, to request, obtain and utilize  
13 vehicle registration information from the Department of Motor Vehicles for all 50  
14 states, the District of Columbia, Puerto Rico, Guam, the U.S. Virgin Islands and all  
15 other United States territories and/or possessions for the purposes of providing the  
16 identity of and contact information for purchasers and lessees of Class Vehicles.  
17 Vehicle registration information includes, but is not limited to, owner/lessee name and  
18 address information, registration date, year, make and model of the vehicle.

19           16. The Departments of Motor Vehicles within the United States and its  
20 territories are ordered to provide approval to Polk/IHS Markit, Experian, or any other  
21 company so retained by the parties and/or the Settlement Claim Administrator, to  
22 release the names and addresses of Settlement Class Members in this action associated  
23 with the titles of the Vehicle Identification Numbers (“VINs”) at issue in this action for  
24 the purposes of disseminating the Settlement Class Notice to the Settlement Class  
25 Members. Settlement Class Members’ contact information may be used solely for  
26 providing Settlement Class Notice in this action and for no other purpose.

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1           17. Any Settlement Class Members that wish to exclude themselves from the  
2 Settlement must submit a Request for Exclusion, in writing, to the Settlement Claim  
3 Administrator at the address to be specified in the Class Notice. All Requests for  
4 Exclusion must be postmarked within forty-five (45) days after the Notice Date (the  
5 “Exclusion Deadline”), and must include/state the following:

- 6           (a) the Settlement Class Member’s full name, address and  
7 telephone number;
- 8           (b) the model, model year and VIN of the Settlement Class  
9 Vehicle;
- 10          (c) state that he/she/it is or was a present or former owner or  
11 lessee of a Settlement Class Vehicle; and
- 12          (d) a specific and unambiguous statement that he/she/it  
13 desires to be excluded from the Settlement Class.

14           18. Any Settlement Class Member who fails to submit a timely and complete  
15 Request for Exclusion sent to the proper address, shall remain in the Settlement Class  
16 and shall be subject to and bound by all determinations and judgments in the Action  
17 concerning the Settlement, including but not limited to the Release set forth in the  
18 Settlement Agreement.

19           19. Any Settlement Class Member who has not submitted a Request for  
20 Exclusion may object to the fairness of this Settlement Agreement, the request for  
21 Settlement Class Counsel fees and expenses and/or the request for Settlement Class  
22 Representative service awards. Any objection and supporting documents must be filed  
23 within forty-five (45) days after the Notice Date (the “Objection Deadline”), with the  
24 Court via the Court’s electronic filing system, or if not filed via the Court’s electronic  
25 system, the objection and supporting documents must be mailed to all of the following  
26 persons by first-class mail postmarked no later than the Objection Deadline:

- 27           (a) Clerk of the Court, Ronald Reagan United States  
Courthouse, 411 West Fourth Street, Santa Ana, CA,  
92701-4516.

- 1 (b) Sergei Lemberg, Lemberg Law, LLC, 43 Danbury Road,  
3rd Floor, Wilton, CT 06897; and
- 2 (c) Jahmy S. Graham, Nelson Mullins Riley and Scarborough  
3 LLP, 19191 South Vermont Avenue, Torrance, CA 90502;  
4 and
- 5 (d) JND Legal Administration by mailing to:  
6 Mazda Excessive Oil Consumption Settlement  
7 c/o JND Legal Administration  
8 PO Box 91414  
9 Seattle, WA 98111

10 20. For an objection to be considered by the Court, the objection must contain  
11 the following:

- 12 (a) the case name, *Guthrie et al. v. Mazda Motor of America, Inc.*, 8:22-cv-01055 (DOC) (DFM);
- 13 (b) the objector’s full name, address, and telephone number;
- 14 (c) the model, model year and Vehicle Identification Number (“VIN”) of the Settlement Class Vehicle, along with proof that the objector has owned or leased the Settlement Class Vehicle (i.e., a true copy of a vehicle title, registration, or license receipt);
- 15 (d) a written statement of all grounds for the objection accompanied by any legal support for such objection;
- 16 (e) copies of any papers, briefs, or other documents upon which the objection is based and are pertinent to the objection; and
- 17 (f) a list of all other objections submitted by the objector, or the objector’s counsel, to any class action settlements submitted in any court in the United States in the previous five years, including the full case name with jurisdiction in which it was filed and the docket number. If the Settlement Class Member or his, her or its counsel has not objected to any other class action settlement in the United States in the previous five years, he/she/it shall affirmatively so state in the objection.

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1           21. Any objection that fails to satisfy all of these requirements is not valid and  
2 shall not be considered by the Court.

3           22. Subject to the approval of the Court, any objecting Settlement Class  
4 Member may appear, in person or by counsel, at the final fairness hearing to explain  
5 the bases for his/her/its objection. In order to appear, the objecting Settlement Class  
6 Member must, by the Objection Deadline, file with the Clerk of the Court and serve  
7 upon all counsel designated in the Class Notice, a notice of intention to appear at the  
8 fairness hearing. The notice of intention to appear must include copies of any papers,  
9 exhibits, or other evidence and identity of witnesses that the objecting Settlement Class  
10 Member (or the objecting Settlement Class Member’s counsel) intends to present to the  
11 Court in connection with the fairness hearing.

12           23. Any Settlement Class Member who does not object in the time and manner  
13 directed in this Order shall be deemed to have waived such objections and shall forever  
14 be foreclosed from objecting to the fairness, reasonableness, or adequacy of the  
15 proposed Settlement and any judgment approving the Settlement.

16           24. The Court hereby schedules the Final Fairness Hearing for August 5, 2024  
17 at 8:30 a.m. and will take place in Courtroom 10A of the Ronald Reagan United States  
18 Courthouse, 411 West Fourth Street, Santa Ana, CA, 92701-4516. The Final Fairness  
19 Hearing will assist the Court in determining whether the proposed Settlement should  
20 receive final approval as fair, reasonable, and adequate, the Settlement Class should be  
21 certified, a final order and judgment should be entered approving the Settlement, and  
22 whether Settlement Class Counsel’s applications for reasonable attorneys’ fees and  
23 expenses and service awards to the Settlement Class Representatives should be  
24 approved.

25           25. Settlement Class Counsel shall file their Motion for reasonable attorneys’  
26 fees and expenses (“Fee and Expense Application”) and service awards for the  
27 Settlement Class Representative Plaintiffs, no later than three (3) days after the Notice

1 Date. In addition, Class Counsel will cause the Fee and Expense Application, and any  
2 Opposition filed by Defendant, and Reply by Plaintiffs, and any other documents the  
3 Court orders, to be posted on the settlement website.

4 26. Plaintiffs shall file their Motion for Final Approval of the Settlement, no  
5 later than July 22, 2024 (fourteen (14) days before the Final Fairness Hearing). If  
6 Defendant chooses to file a memorandum of law in support of final approval of the  
7 Settlement, it must do so no later than July 29, 2024 (seven (7) days before the Final  
8 Fairness Hearing).

9 27. Plaintiffs and Class Counsel shall file their responses to any timely and  
10 properly filed objections to the Settlement, the Fee and Expense Application or  
11 Settlement Class Representative service awards no later than July 22, 2024 (fourteen  
12 (14) days before the Final Fairness Hearing). If Defendant chooses to file a response  
13 to timely and properly filed objections, it also must do so no later than July 29, 2024  
14 (seven (7) days before the Final Fairness Hearing).

15 28. In the event the Settlement is not approved by the Court, or for any reason  
16 the parties fail to obtain a Final Order and Judgment as contemplated in the  
17 Settlement, or the Settlement is terminated pursuant to its terms for any reason, then the  
18 following shall apply:

- 19 (a) All orders and findings entered in connection with the  
20 Settlement shall become null and void and have no further  
21 force and effect, shall not be used or referred to for any  
22 purposes whatsoever, and shall not be admissible or  
23 discoverable in this or any other proceeding, judicial or  
24 otherwise;
- 25 (b) All of the Parties' respective pre-Settlement claims,  
26 defenses and procedural rights will be preserved, and the  
27 parties will be restored to their positions *status quo ante*;
- (c) Nothing contained in this Order is, or may be construed as,  
any admission or concession by or against Defendant,

1 Released Parties or Plaintiffs on any claim, defense, or  
2 point of fact or law;

3 (d) Neither the Settlement terms nor any publicly  
4 disseminated information regarding the Settlement,  
5 including, without limitation, the Class Notice, court  
6 filings, orders and public statements, may be used as  
7 evidence in this or any other proceeding, judicial or  
8 otherwise;

9 (e) Neither the fact of, nor any documents relating to, either  
10 party's withdrawal from the Settlement, any failure of the  
11 Court to approve the Settlement, and/or any objections or  
12 interventions may be used as evidence in any action;

13 (f) The preliminary certification of the Settlement Class  
14 pursuant to this Order shall be vacated automatically, and  
15 the Action shall proceed as though the Settlement Class  
16 had never been preliminarily certified; and

17 (g) The terms in Section VI of the Settlement Agreement shall  
18 survive.

19 29. Pending the Final Fairness Hearing and the Court's decision whether to  
20 finally approve the Settlement, no Settlement Class Member, either directly,  
21 representatively, or in any other capacity (including those Settlement Class Members  
22 who filed Requests for Exclusion from the Settlement which have not yet been  
23 approved by the Court at the Final Fairness Hearing), shall commence, continue,  
24 prosecute or participate in any action or proceeding in any court or tribunal asserting  
25 any of the matters, claims or causes of action that are to be released in the Settlement  
26 Agreement against any of the Released Parties (as that term is defined in the Settlement  
27 Agreement). Pursuant to 28 U.S.C. § 1651(a) and 2283, the Court finds that issuance  
of this preliminary injunction is necessary and appropriate in aid of the Court's  
continuing jurisdiction and authority over the Action.

30. Upon final approval of the Settlement, all Settlement Class Members who  
have not been determined to have timely and validly excluded themselves from the

1 Settlement Class, shall be forever enjoined and barred from asserting any of the matters,  
2 Released Claims or causes of action released pursuant to the Settlement Agreement  
3 against any of the Released Parties, and any such Settlement Class Member shall be  
4 deemed to have forever released any and all such matters, Released Claims, and causes  
5 of action against any of the Released Parties as provided in the Settlement Agreement.

6 31. Settlement Class Counsel and Defendant's Counsel are hereby  
7 authorized to use all reasonable procedures in connection with approval of the  
8 Settlement that are not materially inconsistent with this Order or the Settlement  
9 Agreement, including making, without further approval of the Court, agreed minor  
10 changes to the Settlement Agreement, to the form or content of the Class Notice or to  
11 any other exhibits that the parties jointly agree are reasonable or necessary.

12 32. This Court shall maintain continuing jurisdiction over these settlement  
13 proceedings to assure the effectuation of the Settlement terms.

14 33. Based on the foregoing, the Court sets the following schedule for the  
15 Fairness Hearing and the actions which must precede it:

- 16 (a) Notice shall be provided in accordance with the Notice  
17 Plan and this Order;
- 18 (b) Class Counsel shall file their Fee and Expense Application  
19 and request for service awards for Plaintiffs no later than  
20 three (3) days after the Notice Date;
- 21 (c) Settlement Class Members must file any objections to the  
22 Settlement, Class Counsel's Fee and Expense Application  
23 and/or the request for service awards no later than forty-  
24 five (45) days after Notice Date;
- 25 (d) Settlement Class Members who wish to exclude  
26 themselves from the Settlement must submit proper and  
27 sufficient Requests for Exclusion from the Settlement no  
later than forty-five (45) days after Notice Date;
- (e) Plaintiffs shall file their Motion for Final Approval of the  
Settlement and responses to timely and properly filed  
objections to the Settlement, the Fee and Expense

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Application or Settlement Class representative service awards no later than July 22, 2024 (fourteen (14) days before the Final Fairness Hearing);

(f) If Defendant chooses to file a memorandum of law in support of final approval of the Settlement or to respond to timely and properly filed objections, it must do so no later than July 29, 2024 (seven (7) days before the Final Fairness Hearing);

(g) The Settlement Claim Administrator must file with the Court, no later than July 22, 2024 (fourteen (14) days before the Final Fairness Hearing), (i) a list of those persons or entities who or which have opted-out or excluded themselves from the Settlement; and (ii) the details outlining the scope, method and results of the notice program;

(h) The Final Fairness Hearing will be held on August 5, 2024, at 8:30 a.m. at the Ronald Reagan United States Courthouse, 411 West Fourth Street, Santa Ana, CA, 92701-4516.

**IT IS SO ORDERED.**

Dated: March 11, 2024



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Hon. David O. Carter  
United States District Judge