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8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
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11 TOWNSEND VANCE and
12 ZACHARY HAINES, individually
and on behalf of all others similarly
situated,

13 Plaintiffs,

14 v.

15 MAZDA MOTOR OF AMERICA,
16 INC. D/B/A MAZDA NORTH
AMERICAN OPERATIONS,
17 MAZDA MOTOR CORPORATION,
FCA US LLC. DENSO
18 CORPORATION, and DENSO
INTERNATIONAL AMERICA, INC,

19 Defendants.
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Case No. 8:21-cv-01890-CJC-KES

**ORDER (1) GRANTING
PLAINTIFFS' MOTION FOR
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT (DOC.
149) AND (2) GRANTING
PLAINTIFFS' MOTION FOR
ATTORNEYS' FEES, EXPENSES,
AND SERVICE AWARDS (DOC.
150)**

1 **WHEREAS**, the Court, having considered the Settlement Agreement (Doc.
2 146, the “Settlement Agreement”), between and among Class Representatives,
3 through Class Counsel, and Defendants Mazda Motor of America, Inc., operating
4 as Mazda North American Operations), and Denso International America, Inc.
5 (collectively “Defendants”), the Court’s September 11, 2024, Order Granting in
6 Part Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement (Doc.
7 144, the “Preliminary Approval Order”), having held a Fairness Hearing on
8 February 28, 2025, and having considered all of the submissions and arguments
9 with respect to the Settlement Agreement and related documents and exhibits (*see*
10 Final Approval Mot., Doc. 149; Final Approval Mem., Doc. 149-1; Fees Mot.,
11 Doc. 150; Fees Mem., Doc. 150-1; Supp. Mem., Doc. 153), and otherwise being
12 fully informed, and good cause appearing therefore;

13 **IT IS HERBY ORDERED AS FOLLOWS:**

14 1. This Final Order Approving Class Action Settlement and Certifying
15 Settlement Class (“Final Order”) incorporates herein and makes a part hereof the
16 Preliminary Approval Order. Unless otherwise provided herein, the terms defined
17 in the Settlement Agreement and Preliminary Approval Order shall have the same
18 meanings for purposes of this Final Order.

19 2. The Court has personal jurisdiction over all parties¹ in the Action,
20 including, but not limited to all Class Members, and has subject matter jurisdiction
21 over the Action, including, without limitation, jurisdiction to approve the
22 Settlement Agreement, grant final certification of the Class, settle and release all
23 claims released in the Settlement Agreement, and dismiss the Action with
24 prejudice and enter final judgment in each Action. Further, venue is proper in this
25 Court, pursuant to 28 U.S.C. § 1391.

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28 ¹ The only remaining Defendants are Mazda Motor of America, Inc., d/b/a Mazda North
American Operations and Denso International America, Inc., with Mazda Motor Corporation,
FCA US, LLC, and Denso Corporation having been previously dismissed.

I. THE SETTLEMENT CLASS

3. Based on the record before the Court, including all submissions in support of the settlement set forth in the Settlement Agreement, and all prior proceedings in the Action, as well as the Settlement Agreement itself and its related documents and exhibits, the Court hereby confirms the certification of the following nationwide Class for settlement purposes only:

[A]ll individuals or legal entities who, at any time as of the entry of the Preliminary Approval Order, own or owned, purchase(d) or lease(d) Covered Vehicles in any of the fifty States, the District of Columbia, Puerto Rico, and all other United States territories and/or possessions. Excluded from the Class are: (a) Mazda, its officers, directors and employees; its affiliates and affiliates' officers, directors and employees; its distributors and distributors' officers, directors and employees; and Mazda Dealers and Mazda Dealers' officers and directors; (b) Denso, its officers, directors and employees; its affiliates and affiliates' officers, directors and employees; its distributors and distributors' officers, directors and employees; (c) Plaintiffs' Counsel; and (d) judicial officers and their immediate family members and associated court staff assigned to this case. In addition, persons or entities are not Class Members once they timely and properly exclude themselves from the Class, as provided in this Settlement Agreement, and once the exclusion request is finally approved by the Court.

“Covered Vehicles” means the Additional Vehicles and the Recalled Vehicles. “Additional Vehicles” include the: 2017–2019 MX-5, 2017–2019 CX-9, 2018–2021 Mazda3, 2017–2019 Mazda6, 2018–2019 CX-3, 2017–2019 CX-5, 2018–2020 Mazda2, and the 2020 CX-30. (*See* Ex. 1 to Unrevised Settlement Agreement, List of Additional Vehicles, Doc. 142.) “Recalled Vehicles” include the: 2018 Mazda6, 2019 CX-3, 2018–2019 MX-5, 2018–2019 CX-5, 2018–2019 CX-9, 2018 Mazda 3, and 2019–2020 Mazda2. (*See* Ex. 2 to Unrevised Settlement Agreement, List of Recalled Vehicles, Doc. 142.) Overlap in Model Year occurs because certain Additional Vehicles have distinct production periods from Recalled Vehicles. (*See id.*) “Recall” means Mazda’s recall of the Recalled

1 Vehicles, namely, Mazda’s Recall 5321K, NHTSA Campaign Number 21V-875,
2 submitted to NHTSA on or about November 12, 2021.

3 4. The Court finds that only those persons/entities/organizations listed
4 on Appendix A to this Order have timely and properly excluded themselves from
5 the Class and, therefore, are not bound by this Final Order.

6 5. In its Preliminary Approval Order, the Court conditionally certified
7 the Class under Rule 23(b)(3). (*See* Preliminary Approval Order at 10–15.)
8 Nothing since the Preliminary Approval Order counsels the Court to depart from
9 its previous conclusions on the existence of a proper Settlement Class. The Court
10 therefore incorporates its class certification analysis from the Preliminary
11 Approval Order into the current Order. (*Id.*) The Court concludes that the Class
12 meets all the applicable requirements of Fed. R. Civ. P. 23(a) and (b)(3).

13 6. The designated Class Representatives are as follows: Townsend
14 Vance and Zachary Haines. The Court finds that these Class Members have
15 adequately represented the Class for purposes of entering into and implementing
16 the Settlement Agreement. The Court confirms the appointment of W. Daniel
17 “Dee” Miles III of Beasley, Allen, Crow, Methvin, Portis & Miles, P.C. and
18 Timothy G. Blood of Blood, Hurst & O’Reardon, LLP as Class Counsel.

19 7. In making all of the foregoing findings, the Court has exercised its
20 discretion in certifying the Class.

21 **II. NOTICE TO CLASS MEMBERS**

22 8. The record shows and the Court finds that the Class Notice has been
23 given to the Class in the manner approved by the Court in its Preliminary Approval
24 Order. Specifically, Class Notice was sent directly to 1,062,113 Class Members
25 via U.S. mail. (Supp. Keough Decl. ISO Final Approval ¶¶ 7–8, Doc. 153-1.) The
26 Court finds that such Class Notice: (i) is reasonable and constitutes the best
27 practicable notice to Class Members under the circumstances; (ii) constitutes
28 notice that was reasonably calculated, under the circumstances, to apprise Class

Members of the pendency of the Action and the terms of the Settlement Agreement, their right to exclude themselves from the Class or to object to all or any part of the Settlement Agreement, their right to appear at the Fairness Hearing (either on their own or through counsel hired at their own expense) and the binding effect of the orders and Final Order and Final Judgment in the Action, whether favorable or unfavorable, on all persons and entities who or which do not exclude themselves from the Class; (iii) constitutes due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), Fed. R. Civ. P. 23 and any other applicable law as well as complying with the Federal Judicial Center’s illustrative class action notices.

9. As of February 3, 2025, the Settlement Administrator, JND Legal Administration LLC (“JND”), had received no objections, and 103 requests for exclusion, 97 of which JND has confirmed as valid.² (Supp. Keough Decl. ISO Final Approval. ¶¶ 28–29; Supp. Mem. at 8.)

10. The Court further finds that Defendants, through JND, provided notice of the settlement to the appropriate state and federal government officials pursuant to 28 U.S.C. §1715. Furthermore, the Court has given the appropriate state and federal government officials the requisite ninety (90)-day time period to comment on or object to the Settlement Agreement before entering its Final Order and Final Judgment.

III. FINAL APPROVAL OF SETTLEMENT AGREEMENT

11. The Court finds that the Settlement Agreement resulted from extensive arm’s length, good faith negotiations between Class Counsel and Defendants, through experienced counsel, with the assistance and oversight of

² At the hearing on Plaintiffs’ motion, Plaintiffs stated that the 6 requests for exclusion found invalid to date either did not contain a signature or were submitted over a month after the exclusion request deadline.

1 Settlement Special Master Patrick A. Juneau and Substitute Settlement Special
2 Master Patrick J. Hron. (*See* Joint Stip. to Substitute, Doc. 152; Order Granting
3 Stip. to Substitute, Doc. 154.)

4 12. Pursuant to Fed. R. Civ. P. 23(e), the Court hereby finally approves,
5 in all respects, the Settlement as set forth in the Settlement Agreement and
6 concludes that the Settlement Agreement, and all other parts of the Settlement are
7 fair, reasonable, and adequate, and in the best interest of the Class and are in full
8 compliance with all applicable requirements of the Federal Rules of Civil
9 Procedure, including Rule 23(e), the United States Constitution (including the Due
10 Process Clause), the Class Action Fairness Act, and any other applicable law. The
11 Court hereby declares that the Settlement Agreement is binding on all Class
12 Members, except those identified on Appendix A, and it is to be preclusive in the
13 Action. The decisions of JND and the Settlement Special Master relating to the
14 review, processing, determination and payment of Claims submitted pursuant to
15 the Agreement are final.

16 13. In its Preliminary Approval Order, the Court evaluated all but one of
17 the factors identified above to determine whether the Settlement Agreement is fair,
18 reasonable, and adequate under Rule 23. (*See* Preliminary Approval Order at 18–
19 27.) The Court sees no reason to depart from its previous conclusion as to these
20 factors. For this reason, and based on the Court’s review of Class Members’
21 reactions to the proposed Settlement Agreement which include no objections and
22 minimal requests for exclusion, the Court concludes that the Settlement
23 Agreement is fair, reasonable and adequate. This conclusion is based on, among
24 other things, the following factors: “[1] the strength of plaintiffs’ case; [2] the risk,
25 expense, complexity, and likely duration of further litigation; [3] the risk of
26 maintaining class action status throughout the trial; [4] the amount offered in
27 settlement; [5] the extent of discovery completed, and the stage of the proceedings;
28 [6] the experience and views of counsel; [7] the presence of a governmental

1 participant; and [8] the reaction of the class members to the proposed settlement.”
2 *Staton v. Boeing Co.*, 327 F.3d 938, 959 (9th Cir. 2003). Furthermore, the Court
3 finds that the four factors included in Rule 23(e) also weigh in favor of approving
4 the settlement: (1) the adequacy of representation by class representatives and
5 class counsel; (2) whether settlement negotiations were done fairly at arm’s length;
6 (3) the adequacy of relief provided under the settlement—taking into account (i)
7 the costs, risks, and delay of trial and appeal, (ii) the effectiveness of the proposed
8 methods of distributing relief to the class, including the method of processing
9 class-member claims, if required, (iii) the terms of any proposed award of
10 attorney’s fees, including timing of payment, and (iv) any agreement required to
11 be identified under Rule 23(e)(3); and (4) the equity of treatment of class members
12 relative to one another. FED. R. CIV. P. 23(e)(2) (amended Dec. 2018).

13 14. The Parties are hereby directed to implement and consummate the
14 Settlement according to the terms and provisions of the Settlement Agreement.

15 **IV. ATTORNEYS’ FEES, COSTS, SERVICE AWARD**

16 15. The Court finds, upon review of the Settlement, all papers filed and
17 proceedings held herein in connection with the Settlement including the detailed
18 billing records Class Counsel attached to their Motion, all oral and written
19 comments received regarding the Settlement, the record in the action, and
20 considering the (1) the results achieved, (2) the risk of litigation, (3) the skill
21 required and quality of work, and (4) the contingent nature of the fee and the
22 financial burden carried by the plaintiffs, *Vizcaino v. Microsoft Corp.*, 290 F.3d
23 1043, 1048–50 (9th Cir. 2002), that Class Counsel’s request for attorneys’ fees
24 and reimbursement of expenses in the amount of Three Million Dollars
25 (\$3,000,000) is fair and reasonable.

26 16. The Court hereby grants Class Counsel’s request for an award of
27 reasonable attorneys’ fees and reimbursement of expenses in the amount of
28 Three Million Dollars (\$3,000,000).

1 17. The Court also approves Class Counsel's request to pay service
2 awards in the amount of Five Thousand Dollars (\$5,000) each to Townsend
3 Vance and Zachary Haines.

4 18. All payments, with the exception of 10% of the attorneys' fees (which
5 are to be distributed only after further court order following the submission of a
6 Post-Distribution Status report as discussed in Section VI, *infra*), shall be made by
7 wire transfer to Beasley, Allen, Crow, Methvin, Portis & Miles, P.C. ("Class
8 Counsel Designee") within thirty (30) days after the date of entry of this Order
9 awarding Class Counsel Fees and Expenses and service awards, including final
10 termination or disposition of any appeals relating thereto.

11 19. Full payment to the Class Counsel Designee shall fully satisfy and
12 discharge all obligations of Defendants and the Released Parties with respect to
13 payment of the Class Counsel Fees and Expenses, any attorneys' fees in
14 connection with this action, and Settlement Class Representative service awards,
15 and Class Counsel Designee shall thereafter have sole responsibility to distribute
16 the portions of said payment to the other Class Counsel, and the Class
17 Representatives.

18 20. Nothing in this Order, the Class Settlement, the Settlement
19 Agreement, or any documents or statements related thereto, is or shall be deemed
20 or construed to be an admission or evidence of any violation of any statute or law
21 or of any liability or wrongdoing by Defendants.

22 **V. POST-DISTRIBUTION STATUS REPORT**

23 21. Class Counsel shall file a post-distribution status report within
24 **twenty-one (21) days** after the distribution of the last reimbursement check,
25 including copies of all rejection notices, for Class Members who incurred out-of-
26 pocket expenses in connection with the Fuel Pumps (1) prior to entry of the
27 Preliminary Approval Order or (2) between entry of the Preliminary Approval
28 Order and before the issuance of this Order and final termination or disposition of

1 any appeals relating thereto. The status report shall include information on how
2 many claims were submitted by Class Members and, of those claims, how many
3 were found eligible for reimbursement. The status report shall also include
4 information as to how many claims were found deficient, how many of such
5 deficiencies were corrected leading to reimbursement for the Class Member, and
6 how many of such deficiencies were denied without further processing. The status
7 report shall provide information as to any meet and confers among Class Counsel,
8 Mazda's Counsel, and Denso's Counsel regarding any denied Claims, including
9 how many times such parties met and conferred, how often such parties
10 recommended payment of a rejected claim, how often such parties disagreed on
11 the JND's initial determination, and the results of the Settlement Special Master's
12 final determination as to the payment of a Claim, if any. The parties shall also
13 address any efforts by JND to contact Class Members with uncashed claim
14 reimbursement checks, the benefits generally conferred on the Class as to the
15 Covered Vehicles since final approval, any significant or recurring concerns
16 communicated by Class Members since final approval, how such concerns were
17 resolved, and any other material facts about the settlement.

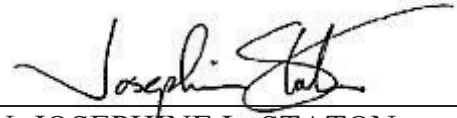
18 22. Class Counsel is referred to the Northern District of California's Post-
19 Distribution Accounting Form (<https://cand.uscourts.gov/forms/civil-forms/>),
20 which it shall fill out in relevant part and submit with its Post-Distribution Status
21 Report.

22 23. The Court may hold a hearing following submission of the Post-
23 Distribution Status Report.

24 24. The Court will withhold 10% of the attorneys' fees granted in this
25 Order until the Post-Distribution Status Report has been filed. Class Counsel shall
26 file a proposed order for release of the remainder of the fees when they file their
27 Post-Distribution Status Report.
28

IT IS SO ORDERED.

Dated: March 4, 2025



HON. JOSEPHINE L. STATON
UNITED STATES DISTRICT JUDGE

APPENDIX A

Number	Full Name	Last 4 of VIN
1	EVELYN VARNEY	1239
2	RILAN DURRANT	9327
3	ROBERT GOMEZ	4018
4	YARIS MELENDEZ TORRES	1841
5	HARSH JARIWALA	2507
6	ABIAH PATTERSON	2226
7	PRAMOD ARAZA	0157
8	SHANNON JOHNSTON	8652
9	JPMORGAN CHASE BK NA	6682
10	GREGORY SWAN	3234
11	DUNCAN ROBERTS	2569
12	TERESA JOHNSON	6644
13	DONNA TRAVAGLIANTE	0147
14	LEOTRIM FONIQI	5593
15	LESLEY JOHNSTON	3081
16	JEANNINE WEBERGURZELL	1382
17	GERALDINE MAUDSLEY	9411
18	DEAN BAKER	8072
19	LAWRENCE LATHROP	0632
20	MARVIN KINGEN	8272
21	CLARK SMILIE	0028
22	MICHAEL GAMBILL	5174
23	NANCY HUNTER	4490
24	WALTER AKUS	9972
25	ALEXANDRIA VASQUEZ	1660
26	CARLOS VILLAGOMEZ DE MARIA Y CAMPOS	4642
27	MELISSA ERICKSON	5538
28	NICHOLAS ARCHER	4465
29	JULIA RATEKIN	5170
30	SUSAN EVANS	2304
31	Segundo Tama	0304
32	KAITLYN BEAUVAIS	5734
33	BARBARA BAILEY	3184
34	LILLIAN VILLALOBOS	8757
35	DAWN THOMPSON	2797
36	JOHN THOMPSON	0300
37	AHMED UGUR	4073
38	MARIE KIM	2692
39	KIM BALDWIN	2692
40	PETER WERNHOFF	3401
41	ARMAN NAYEBOSADRI	8449
42	ROBERT HARBISON	6391

43	MICHAEL PERKINS	9528
44	ALEAHA HAVEN HAESE	4299
45	ABRIANNA SAMELSON	4767
46	DAVID WARD	6827
47	ISAAC-JAMES GAGE	5512
48	NEIL GEARHART	9216
49	JOHANNA THOMPSON	2264
50	AMY DAGROSA	0628
51	STACY ARIAS	3039
52	STACY ARIAS	6775
53	ALVIRA BEVIS	4759
54	SANTINA CARTISSER	5736
55	DEEANAH MORRIS	8897
56	ALISON DUGGER	6854
57	VATSAL KHENI	7657
58	CAROLINE SORENSEN	5483
59	CAROLINE SORENSEN	2264
60	CAROLINE SORENSEN	6353
61	TERESA CONNEELY	5851
62	RAYMOND WILCOX	5952
63	JESSE PAGTALUNAN	5484
64	KEVIN SCHULKE	3897
65	RODNEY LINDSEY	2045
66	MICHAEL SULLIVAN	3366
67	MICHAEL SULLIVAN	9470
68	JESS KRONENBERGER	6705
69	ANNA TAVARES	0745
70	LACANDICE BRANNON	3752
71	HOWARD SHERRILL	9087
72	EMALEE DUNBAR	8406
73	DOMINIQUE BOLDEN	6750
74	MICHAEL MARCIANO	9615
75	GARY MILLER	9415
76	ROBERT BOWLES	4239
77	BRYAN LENOIR	9166
78	DHARMARAJ NATARAJAN	9808
79	MARTIN BASULTO	0100
80	MICHELLE ESTEFAN	3974
81	CASIE GASKIN	9430
82	ABBEY PARKES	3200
83	DONALD JOHNSON	0724
84	GRADY GILBERT	4278
85	JOHN LIN	7627

86	KIERA ZIMMERMAN	6396
87	HUGO SLEPICKA	2304
88	AMIR ABDELMALEK	1876
89	SAMUEL MUNOZ	3760
90	LAVON GRAY	9289
91	SCOTT GUIRLINGER	2031
92	BEVERLY RANDALL	8119
93	FRANCISKA BERTA	2279
94	LIONEL NICHOLS	0799
95	TRACY DUNLAP	5151
96	CHENXING ZHANG	9472
97	GUANGXIN ZHANG	9053