

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF KENTUCKY**

CATHERINE DUFFY, MATTHEW	:	
EDLIN, LAWRENCE MULCAHY,	:	
PAULA HALL, individually and on	:	
behalf of all others similarly situated,	:	Case No. 3:24-cv-00388-BJB
	:	
Plaintiffs,	:	
	:	
MAZDA MOTOR OF AMERICA, INC.	:	CLASS ACTION
D/B/A MAZDA NORTH AMERICAN	:	
OPERATIONS,	:	
	:	JURY TRIAL DEMANDED
Defendant.	:	
	:	

**PLAINTIFFS’ UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

Pursuant to Fed. R. Civ. P. 23, Plaintiffs Catherine Duffy, Matthew Edlin, Lawrence Mulcahy, and Paula Hall (“Plaintiffs”), with the consent of Mazda Motor of America, Inc. d/b/a Mazda North American Operations (“Mazda”), respectfully move for entry of an Order: (1) preliminarily approving the nationwide class action settlement; (2) certifying the settlement class pursuant to Fed. R. Civ. P. 23(a) and (b)(3); (3) appointing Plaintiffs as Class Representatives; (4) appointing Benjamin F. Johns of Shub & Johns LLC and Andrew W. Ferich of Ahdoot & Wolfson P.C. as Class Counsel; (5) directing notice to the settlement class; and (6) setting a schedule for settlement proceedings, including the final approval hearing.

Plaintiffs’ motion is based on this Motion; the supporting Memorandum of Law; the Settlement Agreement and its Exhibits A-D; the concurrently submitted Declaration of Benjamin F. Johns and its Exhibit A, Declaration of Andrew W. Ferich and its Exhibit A, and Declaration of

Gina Intrepido-Bowden and its Exhibits A-C; the pleadings and records on file in this action; and any other matters the Court may consider. A Proposed Order is submitted herewith.

Dated: July 2, 2024

Respectfully submitted:

/s/ Randall S. Strause

Randall S. Strause
STRAUSE LAW GROUP, PLLC
804 Stone Creek Parkway, Suite One
Louisville, KY 40223
Telephone: (502) 426-1661
Facsimile: (502) 426-6772
rstrause@strauselawgroup.com

Local Counsel

Benjamin F. Johns (*pro hac vice* pending)
Samantha E. Holbrook (*pro hac vice* pending)
SHUB & JOHNS LLC
Four Tower Bridge
200 Barr Harbor Drive, Suite 400
Conshohocken, PA 19428
Telephone: (610) 477-8380
bjohns@shublawayers.com
sholbrook@shublawayers.com

Andrew W. Ferich (*pro hac vice* pending)
aferich@ahdootwolfson.com
AHDOOT & WOLFSON, PC
201 King of Prussia Road, Suite 650
Radnor, PA 19087
Telephone: (310) 474-9111
Facsimile: (310) 474-8585

Robert Ahdoot (*pro hac vice* pending)
rahdoot@ahdootwolfson.com
AHDOOT & WOLFSON, PC
2600 W. Olive Avenue, Suite 500
Burbank, CA 91505
Telephone: (310) 474-9111
Facsimile: (310) 474-8585

Proposed Class Counsel

EXHIBIT 1

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

I. Recitals

This Class Action Settlement Agreement and Release, dated as of the date of the last signature below, is made and entered into pursuant to Federal Rules of Civil Procedure 23(a), 23(b), and 23(e) between and among: (1) Named Plaintiffs¹ Catherine Duffy, Matthew Edlin, Lawrence Mulcahy, and Paula Hall, on behalf of themselves and as representatives of the Settlement Class Members on the one hand, and (2) Defendant Mazda Motor of America, Inc. d/b/a Mazda North American Operations (i.e., MNAO), on the other hand, by and through their undersigned counsel, in order to fully and finally settle and resolve the above-captioned litigation and to effect dismissal with prejudice of all the Released Claims asserted against MNAO on the terms set forth herein, subject to the final approval of the Court. This Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims.

WHEREAS, Named Plaintiffs originally filed an action in the Superior Court for the State of California (Orange County), Case No. 30-2022-01298682, on December 23, 2022, and subsequently dismissed that action without prejudice on May 26, 2023;

WHEREAS, Named Plaintiffs are the proposed class representatives in the action captioned: *Catherine Duffy, et al. v. Mazda Motor of America, Inc.* in the United States District Court for the Western District of Kentucky.

WHEREAS, Named Plaintiffs generally alleged, among other things, that the Mazda Connect infotainment systems in Mazda2 2016-2022; Mazda3 2014–2018; Mazda6 2016–2021;

¹ Unless otherwise noted, all capitalized term shall have the meaning ascribed to them in Section II, *infra* (“Definitions”).

Mazda CX-3 2016–2021; Mazda CX-5 2016–2020; Mazda CX-9 2016–2020; and Mazda MX-5 2016–2023 vehicles contain one or more defective components that impacts the functionality and use of the Mazda Connect infotainment systems in these vehicles;

WHEREAS, the Parties agreed to attend mediation and, prior to the first mediation session, engaged in informal discovery to aid in the mediation proceedings;

WHEREAS, on January 10, 2023, and April 25, 2023, the Parties conducted formal, all-day, private mediation sessions with the Honorable Dickran M. Tevrizian (ret.), and conducted additional informal mediation sessions with Judge Tevrizian as well as continued to communicate informally amongst themselves, and in addition, following resolution of the material substantive terms of the settlement, participated in a half-day mediation session with Judge Tevrizian on January 16, 2024 and a second (fourth overall) mediation session on April 30, 2024 related to attorneys’ fees, litigation expenses and costs, and Service Awards, along with additional informal discussions among the parties on the latter issue, and now wish to fully and finally resolve the Litigation;

WHEREAS, MNAO denies all of the allegations in the Litigation, denies that it has engaged in any wrongdoing, denies that Named Plaintiffs’ claims are meritorious, and denies that it is legally responsible or liable to Named Plaintiffs or any Settlement Class Member, as defined herein, for any of the matters asserted in this Litigation;

WHEREAS, the Parties agree that neither this Settlement Agreement nor the Settlement it represents shall be construed as an admission by MNAO of any wrongdoing whatsoever, including an admission of a violation of any statute or law, or of liability on the claims or allegations in the Litigation;

WHEREAS, the Parties agree and understand that neither this Settlement Agreement nor the Settlement it represents shall be construed or admissible as an admission by MNAO in the Litigation or any other proceedings that the Named Plaintiffs' claims, or similar claims, are or would be viable or suitable for class treatment if the Litigation proceeded through litigation and trial;

WHEREAS, MNAO does not believe that Named Plaintiffs' claims are meritorious or that certification of any proposed class for trial purposes would be proper under Federal Rule of Civil Procedure 23 and denied and continues to deny that it is legally responsible to Named Plaintiffs or any Settlement Class Member for any of the claims or allegations asserted in the Litigation, but it has concluded that the Settlement is desirable to avoid the time, expense, and inherent uncertainties of defending protracted litigation and to resolve, finally and completely, all claims of Named Plaintiffs and Settlement Class Members for relief relating to the Settlement Class Vehicles' Mazda Connect infotainment systems;

WHEREAS, Class Counsel are experienced in consumer class actions, including automotive class action litigation, and therefore recognize the costs and risks of prosecution of this Litigation and believe that it is in the interest of all Settlement Class Members to resolve this Litigation as set forth in this Settlement Agreement;

WHEREAS, the Named Plaintiffs and Class Counsel have examined the benefits to be obtained under the terms of this Settlement Agreement, have considered the risks associated with the continued prosecution of the Litigation and the likelihood of success on the merits of the Litigation and believe that, after considering all of the facts and circumstances, the proposed settlement set forth in this Settlement Agreement offers significant benefits to Settlement Class

Members and is fair, reasonable, adequate, and in the best interests of the Settlement Class Members; and

WHEREAS, this Settlement Agreement is the result of significant arm's-length settlement negotiations between the Parties, including with the assistance of Judge Tevrizian, a neutral and experienced mediator who is a retired federal judge.

NOW, THEREFORE, it is hereby stipulated and agreed, by and between the Parties and their counsel, as follows:

II. Definitions

A. **“Authorized Mazda Dealer”** means any Mazda dealer in the continental United States, as well as Hawaii, Alaska, and all United States territories authorized by MNAO to sell, lease, and service Mazda vehicles.

B. **“CAFA Notice”** means notice to be provided and paid for by MNAO or by a third party on behalf of MNAO pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715.

C. **“Claim”** means the timely submission of the required Claim Form and proof by which a Settlement Class Member seeks to claim the reimbursement available under this Settlement Agreement.

D. **“Claim Form”** means the form attached hereto as **Exhibit A**, to be sent to Settlement Class Members with the Class Notice for Settlement Class Members who may be eligible to seek reimbursement for Out-of-Pocket Expenses.

E. **“Claims Period”** means the period during which a Settlement Class Member may submit a Claim Form, which shall be 90 days after the Notice Date.

F. **“Class Counsel”** means: Benjamin F. Johns of Shub & Johns LLC and Andrew W. Ferich of Ahdoot & Wolfson, PC.

G. “**Class List**” means the complete listing of the names and addresses obtained by the Settlement Administrator after it has determined, following a good-faith search, to be current and former owners or lessees of Settlement Class Vehicles and thereby eligible to receive the Notice.

H. “**Class Notice**” includes the Court-approved notice, including the Postcard Notice substantially in the form attached hereto as **Exhibit B**, to be provided to Settlement Class Members via First Class Mail, and the Long Form Notice substantially in the form attached hereto as **Exhibit C**, to be made available on the Settlement Website, all in accordance with the Preliminary Approval Order issued by the Court.

I. “**CMU**” means the Connectivity Master Unit.

J. “**Contest Notice**” means the form to be sent to Settlement Class Members along with any determination by the Settlement Administrator that does not result in full approval of reimbursement for sought-after Out-of-Pocket Expenses by that Settlement Class Member.

K. “**Court**” means the United States District Court for the Western District of Kentucky.

L. “**Digital Publication Notice**” means internet banner or other digital advertisements relating to, and/or sponsored links to, the Settlement Website.

M. “**Display**” means the physical, in-vehicle display screen for the Mazda Connect infotainment system in the Settlement Class Vehicles.

N. “**Effective Date**” means the date when all of the following conditions have occurred: (1) this Settlement Agreement has been fully executed by the Parties and their counsel; (2) orders have been entered by the Court certifying a Settlement Class, granting preliminary approval of this Settlement Agreement and approving the form of Notice, and Claim Forms, all as

provided herein; (3) the Court-approved Notice has been disseminated as ordered by the Court; (4) the Court has entered a Final Order and Judgment (as defined below) finally approving this Settlement Agreement; and (5) the Final Order and Judgment has become final and is no longer subject to any review or appeal.

O. **“Final Approval Hearing”** means the final hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the proposed Settlement and whether the Settlement should receive final approval from the Court.

P. **“Final Order and Judgment”** means the Court order that approves this Settlement Agreement, which shall be submitted in conjunction with Plaintiffs’ Motion for Final Approval of the Settlement.

Q. **“Limited Warranty Extension”** means the 24-month extension of the New Vehicle Limited Warranty for potential Mazda Connect Software Updates and (if recommended by the authorized Mazda Dealership who performs the Update(s)) repair or replacements for the CMU for the Settlement Class Vehicles. The Limited Warranty Extension will not be subject to a mileage limitation.

R. **“Litigation”** means the action *Catherine Duffy, et al. v. Mazda Motor of America, Inc.* in the United States District Court for the Western District of Kentucky.

S. **“Mazda Connect”** means the Mazda Connect infotainment system that is equipped in the Settlement Class Vehicles.

T. **“MNAO”** means Mazda Motor of America, Inc. d/b/a Mazda North American Operations and its predecessors, successors, affiliates, subsidiaries, parent, assigns, directors, officers, agents, dealers, suppliers, attorneys, representatives, and employees.

U. **“MNAO’s Counsel”** means Melissa Foster Bird and Robert L. Wise, and the law firm of Nelson Mullins Riley & Scarborough, LLP.

V. **“Named Plaintiffs”** means Catherine Duffy, Matthew Edlin, Lawrence Mulcahy, and Paula Hall.

W. **“New Vehicle Limited Warranty”** means the original 3-year / 36,000-mile manufacturer new vehicle limited warranty that accompanies the Settlement Class Vehicles and covers warrantable issues and repairs with respect to the Mazda Connect infotainment system that arise within the warranty period, subject to the terms and limitations described in the Warranty Information Booklet.

X. **“Notice Date”** means the date by which the Settlement Administrator completes the mailing of a copy of the Notice with Claim Form to Settlement Class Members, by United States first-class mail. The Notice Date shall be no later than 75 days after the Court enters the Preliminary Approval Order.

Y. **“Out-of-Pocket Expenses”** means costs incurred for parts and/or labor for only the following actions performed by an Authorized Mazda Dealer on a Settlement Class Vehicle related to the Mazda Connect infotainment system: 1) Software Updates for Mazda Connect; 2) CMU repair or replacement; 3) SD Card repair or replacement; 4) Display repair or replacement; or 5) Rear-view Camera repair or replacement. Out-of-Pocket Expenses do not include any other expense (e.g., rental car, ride-share services, inconvenience, etc.).

Z. **“Parties”** means, collectively, MNAO and the Named Plaintiffs.

AA. **“Preliminary Approval Order”** means the order to be entered by the Court preliminarily approving the Settlement and, among other things, directing that Notice be given to

the Settlement Class Members, which shall be without material alteration from **Exhibit D** attached hereto.

BB. **“Proof of Expenses”** means an original invoice, legible photocopy thereof, or other record, or some combination thereof, identifying the Out-of-Pocket Expenses paid by a Settlement Class Member, which must be submitted in support of a Claim Form for Out-of-Pocket Expenses reimbursement. Sufficient proof shall consist of one or more contemporaneous writings, including but not limited to third-party receipts, invoices, and repair orders, or bills, which, either individually or collectively, prove the existence of the Out-of-Pocket Expenses and the attendant amount.

CC. **“Rear-view Camera”** means the rear-camera component of the Mazda Connect infotainment system in the Settlement Class Vehicles.

DD. **“Recitals”** means each statement of the facts and/or procedural history in Section I of this Settlement Agreement. The Parties acknowledge and agree the Recitals enumerate important facts and procedural history, are true and accurate, and are hereby made a part of this Settlement Agreement as though fully set forth herein.

EE. **“Released Claims”** means any and all claims, actions, causes of action, counterclaims, demands (including, without limitation, demands for arbitration), actions, suits, causes of action, allegations of wrongdoing, liabilities, rights, demands, suits, debts, liens, contracts, agreements, offsets or liabilities, including but not limited to tort claims, claims for breach of contract, breach of the duty of good faith and fair dealing, breach of statutory duties, actual or constructive fraud, misrepresentations, fraudulent inducement, statutory and consumer fraud, breach of fiduciary duty, unfair business or trade practices, restitution, rescission, compensatory and punitive damages, injunctive or declaratory relief, attorneys’ fees, interests,

costs, penalties and any other claims, whether known or unknown, alleged or not alleged in the Litigation, suspected or unsuspected, contingent or matured, under federal law, state law, common law, or local law, which the Named Plaintiffs and/or any Settlement Class Member had, have, or may in the future have, with respect to any conduct, act, omissions, facts, matters, transactions or oral or written statements or occurrences relating to or arising out of the alleged claims as asserted, or as could have been asserted, in the Litigation or any other proceedings, and that relate to a Mazda Connect infotainment system and that are based on the same factual predicate asserted in the complaint filed in the Litigation, including via the use of a class action procedural device by the Named Plaintiffs and/or Settlement Class Members whether at law or equity, against MNAO and all the Releasees for injunctive relief, declaratory relief, and economic injury or damages. The Released Claims do not include claims for personal injury or wrongful death.

FF. “**Releasees**” means MNAO, its parent (Mazda Motor Corporation), subsidiaries, affiliates and related entities and all of its past and present directors, officers, employees, partners, principals, agents, and each of their predecessors, successors, parents, subsidiaries, divisions, joint ventures, attorneys, insurers, reinsurers, assigns, related or affiliated entities, Authorized Mazda Dealers, distributors, suppliers, and any members of their immediate families, and any trust for which any of them are trustees, settlers, or beneficiaries.

GG. “**SD Card**” means the secure digital card for the Mazda Connect infotainment system.

HH. “**Service Awards**” means a monetary award, subject to Court approval, to compensate the Named Plaintiffs for efforts undertaken by them on behalf of the Settlement Class.

II. “**Settlement**” means the settlement contemplated by this Settlement Agreement.

JJ. “**Settlement Administrator**” means JND Legal Administration.

KK. **“Settlement Agreement”** means this Class Action Settlement Agreement and Release.

LL. **“Settlement Class”** means all current owners and lessees of Settlement Class Vehicles and former owners and lessees who do not opt out of this Settlement. The Settlement Class is further defined in Section III, *infra*.

MM. **“Settlement Class Member”** means a member of the Settlement Class.

NN. **“Settlement Class Vehicle”** and **“Vehicles”** means Mazda2 2016–2022, Mazda3 2014–2018; Mazda6 2016–2021; Mazda CX-3 2016–2021; Mazda CX-5 2016–2020; Mazda CX-9 2016–2020; and Mazda MX-5 2016–2023 equipped with a Mazda Connect infotainment system.

OO. **“Settlement Website”** means the website dedicated to this Settlement.

PP. **“Software Update(s)”** mean(s) the periodic upgrades to the Mazda Connect software installed in the CMU but does not include updates to the navigation map data.

QQ. **“Verified Mazda OEM Parts”** means the original equipment manufacturer components specifically designed to function with Mazda vehicles and approved by MNAO for use as such.

RR. **“VIN”** means the unique 17-character vehicle identification number assigned to each vehicle.

III. Settlement Class

A. The Parties stipulate to certification, for settlement purposes only, of a Settlement Class defined as follows:

All residents of the continental United States, Hawaii, Alaska, and all United States territories who currently own or lease, or previously owned or leased, a Settlement Class Vehicle originally purchased or leased in the continental United States, Hawaii, Alaska, or any United States territory.

B. Excluded from the stipulated Settlement Class are: (1) MNAO; (2) any affiliate, parent, or subsidiary of MNAO; (3) any entity in which MNAO has a controlling interest; (4) any officer or director of MNAO; (5) any successor or assign of MNAO; (6) any Judge to whom the Litigation is assigned; (7) any owners or lessees of Settlement Class Vehicles that were not distributed for sale or lease in the continental United States, Hawaii, Alaska, or any United States territory; and (8) any person who has resolved or otherwise released their claims, in a separate written agreement with MNAO, as of the date of the settlement.

C. Solely for purposes of implementing this Settlement Agreement and effectuating the Settlement, MNAO stipulates:

1. To the Court entering the Preliminary Approval Order certifying the Settlement Class, appointing Named Plaintiffs as representatives of the Settlement Class, and appointing Named Plaintiffs' Counsel to serve as Class Counsel for the Settlement Class; and

2. That Named Plaintiffs and Class Counsel are adequate representatives of the Settlement Class.

D. Solely for the purpose of implementing this Settlement Agreement and effectuating the Settlement, the Parties stipulate that JND Legal Administration will be appointed as Settlement Administrator, subject to the Court's approval.

IV. Settlement Consideration

A. In exchange for the Released Claims as provided herein, and the ultimate dismissal of the Litigation, MNAO agrees to provide the following consideration to the Settlement Class:

B. Limited Warranty Extension

1. Current owners or lessees of a Settlement Class Vehicle will automatically receive the Limited Warranty Extension, i.e., Settlement Class Members do not need to file a Claim Form to receive the Limited Warranty Extension.

2. The Limited Warranty Extension applies to Vehicles that are both within and outside of coverage under the New Vehicle Limited Warranty.

i. For Vehicles within coverage under the New Vehicle Limited Warranty at the time the Court enters the Preliminary Approval Order, the Limited Warranty Extension will be added to and will run from the expiration of the New Vehicle Limited Warranty for a period of 24 months, without regard to mileage.

ii. For Vehicles outside of coverage under the New Vehicle Limited Warranty at the time the Court enters the Preliminary Approval Order, i.e., Vehicles for which the New Vehicle Limited Warranty has expired, the Limited Warranty Extension will run from the date the Court enters the Preliminary Approval Order for a period of 24 months, without regard to mileage.

3. The Limited Warranty Extension applies only to potential Software Updates and any necessary repair or replacement of the CMU.

4. The Limited Warranty Extension is fully and automatically transferrable to subsequent owners and lessees of a Settlement Class Vehicle during the term of the Limited Warranty Extension.

C. Reimbursements for Out-of-Pocket Expenses for Settlement Class Vehicles –

As provided below, Settlement Class Members may be entitled to reimbursement for certain out-of-pocket expenses for repair, replacement, or other expenses incurred related to their Class

Vehicle's Mazda Connect system. Eligible repairs must have occurred prior to the date on which the Court enters the Preliminary Approval Order.

1. **Software Updates for Mazda Connect.** Settlement Class Members who previously incurred Out-of-Pocket Expenses for any Software Updates to Mazda Connect performed by an Authorized Mazda Dealer will be eligible for full reimbursement.

2. **CMU.** Settlement Class Members who incurred Out-of-Pocket Expenses for repair or replacement of the CMU performed by an Authorized Mazda Dealer will be eligible for full reimbursement.

3. **SD Card.** Settlement Class Members who incurred Out-of-Pocket Expenses for an SD Card repair or replacement performed by an Authorized Mazda Dealer will be eligible for full reimbursement.

4. **Display.** Settlement Class Members who incurred Out-of-Pocket Expenses for a repair or replacement of the Display performed by an Authorized Mazda Dealer will be eligible for full reimbursement.

5. **Rear-view Camera.**

i. Except as provided in Section IV.C.5.ii, Settlement Class Members who incurred Out-of-Pocket Expenses for a repair or replacement of the Rear-view Camera performed by an Authorized Mazda Dealer will be eligible for full reimbursement.

ii. Mazda3 2014–2018 5-door hatchbacks and Mazda CX-3 2016–2021 vehicles covered by a voluntary recall with the National Highway Traffic Safety Administration (Part 573 Safety Recall Report 23V-487 (July 14, 2023)) are expressly excluded from reimbursement for Out-of-Pocket Expenses for a repair or replacement of the Rear-View Camera only because those Vehicles and attendant expenses are covered by that recall.

D. With respect to the same costs incurred in Section IV.C made at or through any other facility that is not an Authorized Mazda Dealer, Settlement Class Members may be eligible for reimbursement under the following conditions:

1. Verified Mazda OEM Parts were used;
2. Labor costs at no more than the current Mazda national warranty labor rate for the Mazda-approved time (i.e., \$167 per hour) allowed for said repair; and
3. Allowable reimbursements will be capped on a per-vehicle basis at \$1,750.

V. Notice and Settlement Administration

A. The Parties agree that, subject to the approval of the Court, JND Legal Administration shall serve as Settlement Administrator to administer certain components of the Settlement, including providing Notice, processing Claim Forms, and issuing reimbursements for Out-of-Pocket Expenses.

B. MNAO shall be responsible for all costs of Notice and settlement administration. For avoidance of doubt, Named Plaintiffs, Settlement Class Members, and Class Counsel shall not be responsible for any costs associated with Notice or settlement administration.

C. In compliance with the attorney general notification provision of the Class Action Fairness Act, 28 U.S.C. § 1715, MNAO shall pay for and provide notice of this proposed Settlement to the Attorney General of the United States, and the attorneys general of each jurisdiction in which a Settlement Class Member resides.

D. Process

1. **Settlement Administrator.** The Settlement Administrator shall be responsible for providing notice substantially similar to the Class Notice in the form of the Postcard Notice attached as **Exhibit B** to the persons on the Class List (which shall be run through the

National Change of Address database to update addresses before the Notice is sent) and shall undertake various administrative tasks, including without limitation:

i. Mailing or arranging for the mailing by first-class mail, postage prepaid, of the Postcard Notice from the information compiled from the Class List to the current or last known address of each person on the Class List within 75 days after entry of the Preliminary Approval Order (i.e., the Notice Date);

ii. For purposes of identifying Settlement Class Members, MNAO will provide the Settlement Administrator with VIN information for all Settlement Class Vehicles. Using this VIN information, the Settlement Administrator will obtain address data for the Settlement Class Members from a qualified third-party, such as IHS/R.L. Polk, that maintains databases related to the automobile industry and which specializes in obtaining such information from, *inter alia*, the Department of Motor Vehicles in all 50 states in the United States and its territories; the VIN information shall not be used for any purpose other than effectuating the requirements of the Settlement Agreement;

iii. Prior to mailing the Postcard Notice, the Settlement Administrator shall conduct an address search through the United States Postal Service's National Change of Address database to update the address information for Settlement Class Vehicle owners/lessees. For each individual Postcard Notice that is returned as undeliverable, the Settlement Administrator shall re-mail the Postcard Notice where a forwarding address has been provided. For the remaining undeliverable Postcard Notices where no forwarding address is provided, the Settlement Administrator shall perform an advanced address search (e.g., a skip trace) and re-mail any undeliverable Postcard Notices to the extent any new and current addresses are located. The Postcard Notice will contain a summary about the Settlement and direct Settlement Class Members

to the Settlement Website, where they can access the Long Form Notice, Claim Form, and other relevant documents about the Litigation and the Settlement.

iv. On or before the Notice Date, the Settlement Administrator shall also establish the Settlement Website, and a toll-free telephone number, which shall include the access to live operators and Interactive Voice Response;

v. The Settlement Website shall include the ability to electronically complete and submit the Claim Form, upload supporting documentation, and also to print the Claim Form.

vi. The Settlement Website shall also include copies of the Settlement Agreement, the Class Notices (i.e., Postcard and Long Form Notices), relevant pleadings, papers in support of preliminary and final approval, and Class Counsel's forthcoming motion for attorneys' fees, litigation costs and expenses, and Named Plaintiff Service Awards, plus relevant orders of the Court, as well as other documents and notifications as ordered by the Court or agreed by the Parties. The Settlement Website will also include information that the Parties jointly agree to post concerning the nature of the case and the status of the Settlement.

vii. The Settlement Administrator shall maintain and update as necessary the Settlement Website until at least after the later of the expiration of the Limited Extended Warranty for all Settlement Class Vehicles or the last date on which checks for Out-of-Pocket Expenses are mailed.

viii. Further, on or before the Notice Date, the Settlement Administrator shall commence the Digital Publication Notice by placing banner or other digital advertisements and/or sponsored links to the Settlement Website on websites and networks such as Facebook,

Google, and other electronic and mobile advertising, sufficient to create not less than 10,000,000 impressions.

ix. On or before the Notice Date, the Settlement Administrator shall also post information about the Settlement and the Settlement Website on the PR Newswire. Class Counsel may also share information about the Settlement Website and information posted on the PR Newswire on their respective law firm websites and social media pages.

x. Developing processes and procedures for handling deficient Claim Forms and returned mail;

xi. Providing to Class Counsel and MNAO counsel within 5 days of receipt copies of notices of intention to appear at the Final Approval Hearing and requests for exclusion from the Settlement Class;

xii. Preparing an opt-out list of the persons on the Class List requesting exclusion and submitting an affidavit to the Court before the Final Approval Hearing attesting to the accuracy of that list;

xiii. Preparing a list of all persons who submitted objections to the Settlement and submitting an affidavit to the Court attesting to the accuracy of that list;

xiv. Maintaining a mailing address to which persons on the Class List can send requests for exclusion, objections, Claim Forms, and other correspondence; and

xv. Processing submitted Claim Forms.

2. At least 14 days before the Final Approval Hearing, the Settlement Administrator shall provide information to the Court, with a copy to Class Counsel, describing that the Class Notice was disseminated in a manner consistent with the terms of this Settlement Agreement, or those otherwise required by the Court.

3. **Filing a Claim.** Settlement Class Members must submit the following information, as indicated on the Claim Form, within the Claims Period to be eligible for payment of Out-of-Pocket Expenses:

- i. Name and mailing address of the Settlement Class Member;
- ii. The VIN for the Settlement Class Vehicle for which a Claim is being made;
- iii. Proof of Expenses for the Out-of-Pocket Expenses; and
- iv. The following attestation: “I hereby attest to and affirm that the information I am providing as support for my Claim is a true and accurate copy of the records in my possession and these records relate to my Settlement Class Vehicle. I hereby attest to and affirm the authenticity of such proof and state that I actually incurred and was not previously reimbursed for the Out-of-Pocket Expenses for which I am seeking reimbursement.”

4. **Claims Processing.**

- i. Within reasonable time of receiving a Claim Form and any accompanying documentation, the Settlement Administrator will review the documentation and/or MNAO’s records and determine the Settlement Class Member’s eligibility for Out-of-Pocket Expenses.
- ii. For each Claim that is fully approved, the Settlement Administrator shall mail to the Settlement Class Member, at the address listed on the Claim Form, a reimbursement check for 100% of the approved Out-of-Pocket Expenses to which the Settlement Class Member is entitled, to be sent within 90 days after receipt of the Claim, or within 90 days of the Effective Date, whichever is later.

5. **Review of Claims.** Settlement Class Members will be afforded a reasonable opportunity to cure any Claim not fully approved by the Settlement Administrator.

i. If the determination is to deny or partially approve a Claim, the Settlement Administrator will send, within 30 days after its determination of the Claim, notice of the determination to the Settlement Class Member. Such notice will set forth the reason(s) for the determination and provide notice of the claimant's right to contest the determination and request reconsideration and/or attempt to cure any defect within.

ii. A Settlement Class Member whose Claim has been denied or partially approved may attempt to cure the deficiency or contest the decision denying or partially approving the Claim by mailing to the Settlement Administrator at the mailing address for the administration of this Settlement, written notice containing information to attempt to cure any Claim deficiencies or a statement of reasons the Settlement Class Member contests the denial or partial approval, along with any additional supporting documentation, i.e., the Contest Notice. Any cure attempt or Contest Notice must be postmarked within 30 days after the date of mailing by the Settlement Administrator of the notice of the denial or partial approval of the Claim. The Contest Notice procedures shall be provided in writing to any Settlement Class Member whose Claim is denied or partially approved.

iii. If no Contest Notice or cure attempt is received within the period specified above, it shall be presumed that the Settlement Class Member has accepted the determination of the Settlement Administrator. In such circumstances, for partially approved Claims, the Settlement Administrator shall mail to the Settlement Class Member, at the address listed on the Claim Form, a reimbursement check for the amount of the partially approved Out-of-Pocket Expenses to which the Settlement Class Member is entitled, to be sent within 30 days after

the deadline to submit a cure attempt or Contest Notice has passed, or within 30 days of the Effective Date, whichever is later.

iv. Within 30 days after the Settlement Class Member mails the Contest Notice or materials in attempt to cure a deficiency, the Settlement Administrator shall consider the claimant's request for reconsideration and any materials submitted by the Settlement Class Member in support thereof, and mail to the Settlement Class Member a final determination of the Claim. The decision of the Settlement Administrator shall be final.

E. Class Counsel will monitor the claims administration process and receive periodic updates from the Settlement Administrator throughout the claims process to ensure that the Settlement Administrator is acting in accordance with the Settlement Agreement.

F. Class Counsel and MNAO each reserve the right to conduct an audit of a sample of up to 35 approved and 35 denied claims to ensure that the Settlement Administrator has properly applied the terms of the Settlement in determining eligibility and to verify the legitimacy of claims approved under the administration process. In the event either Party elects to exercise such right, they shall notify the other Party at least 14 days prior to requesting the audit. Should either Party conduct an audit and determine that the Settlement Administrator has not properly applied the terms of the Settlement, that Party shall meet and confer with the other Party and attempt to reach resolution on any guidance to be provided to the Settlement Administrator. The Court shall retain jurisdiction to resolve any disputes that cannot be resolved by the Parties. Nothing in this paragraph shall be construed as preventing either Party from requesting any and all other records from the Settlement Administrator to confirm that the Settlement terms have been properly applied.

G. No person shall have any claim against MNAO, MNAO's Counsel, the Plaintiffs, the Settlement Class, Class Counsel, or the Settlement Administrator based on eligibility

determinations, distributions or payments made in accordance with this Settlement Agreement. This provision does not affect or limit in any way the right of review by the Court of any disputed Claim Forms or determinations regarding the amount of any monetary benefits, to the extent provided above.

H. The extended warranty provisions of this Agreement will be associated with Class Vehicles VINs, such that authorized Mazda dealers will thereby know that the covered components under this Agreement are subject to extended warranty coverage.

VI. Settlement Approval Process

A. **Preliminary Approval of Settlement.** Promptly after the execution of this Settlement Agreement, Named Plaintiffs shall present this Settlement Agreement to the Court, along with a motion requesting that the Court issue a Preliminary Approval Order.

B. **Final Order and Judgment.** If this Settlement Agreement is preliminarily approved by the Court, Named Plaintiffs shall present a motion requesting that the Court issue a Final Order and Judgment directing the entry of judgment pursuant to Federal Rule of Civil Procedure 54(b). The Motion for Final Approval shall be filed no later than 14 days after the Objection Deadline.

C. **Class Counsel's Fees and Expenses Award.** MNAO agrees to pay, and will not oppose a request for, attorneys' fees and reimbursement of litigation costs and expenses in an amount not to exceed \$1,900,000.00. Class Counsel will petition the Court for an award of attorneys' fees, costs, and expenses not to exceed this amount, as provided for in the Preliminary Approval Order. This motion is to be filed at least 21 days before the Objection Deadline. Any fee and expense award shall be paid by the Settlement Administrator, in the amount approved by the Court, within 30 days after the Effective Date.

D. **Service Awards for Named Plaintiffs.** MNAO agrees to pay reasonable service awards to the Named Plaintiffs, as approved by the Court and as consistent with the provisions of this Settlement Agreement. Specifically, the parties agree that MNAO shall pay service awards of no more than as follows: \$4,000 to Catherine Duffy, and \$2,500 each to Matthew Edlin, Lawrence Mulcahy, and Paula Hall. Any Service Awards shall be paid by the Settlement Administrator, in the amount approved by the Court, within 30 days after the Effective Date.

E. **Objections and Requests for Exclusion.**

1. The Parties agree to ask the Court to require any Settlement Class Member who intends to object to the fairness, reasonableness, or adequacy of the Settlement to file any objection via the Court's electronic filing system (if represented by counsel) and to send the objection to the Settlement Administrator and mail a copy to MNAO's Counsel and Class Counsel via first-class postage prepaid mail. Objections must be filed electronically or postmarked no later than a date to be set by the Court, which date the Parties shall ask the Court to set 60 days after the Notice Date. Any objecting Settlement Class Member must:

- i. Set forth their full name, current address, and telephone number;
- ii. Identify the date of acquisition and VIN for their Settlement Class Vehicle;
- iii. Written proof establishing that he or she is a Settlement Class Member (e.g., a true copy of a vehicle title, registration, lease document, or other document reflecting current or former ownership or lease);
- iv. A written statement of the objection(s), which must include a statement as to whether it applies only to the objector, a specific subset of the Settlement Class, or to the entire Settlement Class, and also state with specificity the grounds for the objection,

including any evidence and legal authority the Settlement Class Member wishes to bring to the Court's attention;

v. Provide copies of any documents the objector wants the Court to consider; and

vi. A statement as to whether the Settlement Class Member intends to appear at the Final Approval Hearing.

2. In addition, any Settlement Class Member objecting to the Settlement must submit a list of all other objections submitted by the objector or the objector's counsel to any class action settlements submitted in any state or federal court in the United States in the previous 5 years. Each case identified should include the caption, docket number, and name of the court in which it was pending. If the Settlement Class Member or his or her counsel has not objected to any other class action settlement in the United States in the previous five years, the objector shall affirmatively so state in the objection.

3. An objection must be filed with the Court if the objector is represented by counsel, or if not represented by counsel, must be sent to the Settlement Administrator via first-class mail, postage prepaid, and must also be served by first-class mail, postage prepaid, upon both of the following:

Plaintiffs' Counsel:

Benjamin F. Johns
SHUB & JOHNS LLC
Four Tower Bridge
200 Barr Harbor Drive, Suite 400
Conshohocken, PA 19428

Andrew W. Ferich
AHDoot & Wolfson, PC
201 King of Prussia Road, Suite 650
Radnor, PA 19087

Mazda's Counsel:

Robert L. Wise
Melissa Foster Bird
NELSON MULLINS RILEY & SCARBOROUGH, LLP
Two James Center
1021 E. Cary Street, Suite 2120
Richmond, VA 23219

4. Subject to the Court's approval, any objecting Settlement Class Member may appear, in person or by counsel, at the Final Approval Hearing to argue why the proposed settlement should not be approved as fair, reasonable, and adequate, or to object to any petitions for Class Counsel Fees and Expenses Award and/or Services Awards. Any such objecting Settlement Class Member must file with the Clerk of the Court and serve upon all counsel designated in the Notice a notice of intention to appear at the Final Approval Hearing by the objection deadline. The notice of intention to appear must include copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member (or the objecting Settlement Class Member's counsel) will present to the Court in connection with the Final Approval Hearing. Any Settlement Class Member who does not provide a notice of intention to appear in accordance with the deadlines and other specifications set forth in the Notice, or who has not filed an objection in accordance with the deadlines and other specifications set forth in the Settlement Agreement and the Notice, will be deemed to have waived any objections to the settlement, subject to the discretion of the Court.

5. The submission of an objection allows Class Counsel and/or MNAO's Counsel to take the deposition of the objecting Settlement Class Member pursuant to the Federal Rules of Civil Procedure at an agreed-upon time and location, and to obtain any evidence relevant to the objection. Failure by an objector to make himself, herself, or itself available for a deposition or to comply with expedited discovery requests may result in the Court striking the objection.

6. Settlement Class Members may exclude themselves from the settlement (i.e., “Opt-Out”), relinquishing their rights to any benefits under the Settlement Agreement. A Settlement Class Member wishing to be excluded from the Settlement must send the Settlement Administrator a letter postmarked by a date to be set by the Court, which date the Parties shall request the Court set 60 days after the Notice Date, containing: (1) the Settlement Class Member’s name, current address, and telephone number; (2) the approximate date of acquisition and VIN for the Settlement Class Vehicle; and (3) a clear statement communicating that the Settlement Class Member elects to be excluded from the Settlement Class, does not wish to be a Settlement Class Member, and elects to be excluded from any judgment entered pursuant to the settlement. Any request for exclusion must be postmarked on or before the deadline provided in the Notice. Settlement Class Members who fail to submit a valid and timely request for exclusion shall be bound by the Settlement Agreement. Requests for exclusion will be permitted by individual Settlement Class Members only; proposed group or mass opt-outs will be deemed to be submitted on behalf of only the individual signing the form. Class Counsel will confirm the participation of the Named Plaintiffs in the Settlement in advance of execution of the Settlement Agreement.

7. Any Settlement Class Member who submits a request for exclusion with a timely postmark has no standing to object to the Settlement and shall be deemed to have waived any rights or benefits under the Settlement Agreement. If a Settlement Class Member files a Claim Form and also requests exclusion from the Settlement, then the Settlement Class Member will remain in the Settlement Class and the request for exclusion will be deemed void. If a Settlement Class Member opts out and files a separate action based on the same or similar facts, in any tribunal, and also submits a Claim Form, the Settlement Class Member shall be deemed to be a member of the Settlement Class and his or her claims shall be deemed Released Claims.

8. At least 14 days prior to the Final Approval Hearing, the Settlement Administrator shall provide the Court, Class Counsel, and MNAO's Counsel with a list identifying each Settlement Class Member who submitted an exclusion request together with copies of the exclusion requests, and a declaration attesting to the completeness and accuracy thereof.

VII. Release by Named Plaintiffs and Settlement Class Members

A. Upon the Effective Date, the Litigation shall be dismissed with prejudice and all Released Claims of Named Plaintiffs and the Settlement Class shall be released, and the Named Plaintiffs and each Settlement Class Member shall be deemed to have, and by operation of the Final Order and Judgment shall have, released, waived, and forever discharged the Releasees from all Released Claims.

B. In return for the consideration provided in the Settlement Agreement, the Named Plaintiffs, on their behalf and on behalf of all other Settlement Class Members, shall as of the Effective Date release, acquit, and forever discharge the Releasees from the Released Claims.

C. Named Plaintiffs, on their own behalf and on behalf of all other Settlement Class Members agree, covenant, and acknowledge that they shall not now or hereafter initiate, participate in, maintain, or otherwise bring any claims, either directly or indirectly, derivatively, on their own behalf, or on behalf of the Settlement Class Members or the general public, or any other person or entity, against the Releasees based on the Released Claims, regardless of whether such claims accrue after the Settlement Agreement is approved.

D. As of the Effective Date, Named Plaintiffs and the Settlement Class Members, and anyone claiming through or on behalf of any of them, will be forever barred and enjoined from commencing or prosecuting any action or other proceeding in any court of law or equity, arbitration

tribunal, or administrative forum, directly, representatively, or derivatively, asserting any of the Released Claims against the Releasees.

E. Named Plaintiffs acknowledge that they, Class Counsel, and Settlement Class Members may hereafter discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this Litigation and the Released Claims, but it is their intention to, and they do upon the Effective Date of this Settlement Agreement, fully, finally, and forever settle and release all such claims, without regard to the subsequent discovery or existence of different additional facts. Named Plaintiffs and Settlement Class Members expressly waive any and all rights and benefits afforded by California Civil Code § 1542 (and other, similar state statutes), which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Named Plaintiffs understand and acknowledge on behalf of themselves and the Settlement Class Members the significance of this waiver of California Civil Code § 1542 (if applicable) and/or of any other applicable federal or state law relating to limitations on releases. Each Settlement Class Member also hereby expressly waives and fully, finally, and forever settles and releases any and all Released Claims it may have against the Releasees under § 17200, et seq., of the California Business and Professions Code, or any other claim under the applicable law of another State.

F. Upon the Effective Date, no default by any person in the performance of any covenant or obligation under this settlement or any order entered in connection therewith shall affect the dismissal of the Litigation, the res judicata effect of the Final Order and Judgment, the foregoing releases, or any other provision of the Final Order and Judgment, provided, however,

that all other legal and equitable remedies for violation of a court order or breach of this Settlement Agreement shall remain available to all Parties.

VIII. Withdrawal from Settlement.

A. Either Party shall have the option to withdraw from this Settlement Agreement, and to render it null and void if any of the following occurs:

1. Any objection to the proposed settlement is sustained and not reversed on appeal, and such objection results in changes to the Settlement Agreement that the withdrawing party deems in good faith to be material (e.g., because it substantially increases the costs of the Settlement, or deprives the withdrawing party of a material benefit of the Settlement). A mere delay of the approval and/or implementation of the Settlement, including a delay due to an appeal procedure, if any, shall not be deemed material;

2. The Preliminary Approval Order or Final Order and Judgment of this Settlement Agreement is not obtained without material modification, and any modification required by the Court for approval is not agreed to by both Parties, and the withdrawing party deems any required modification in good faith to be material (e.g., because it substantially increases the cost of the Settlement or deprives the withdrawing party of a material benefit of the settlement). A mere delay of the approval and/or implementation of the Settlement, including a delay due to an appeal procedure, if any, shall not be deemed material;

3. Entry of the Final Order and Judgment described in the Settlement Agreement is vacated by the Court or reversed or substantially modified by an appellate court; or

4. If 4,000 or more Settlement Class Members properly and timely exercise their right to individually opt out of the Settlement, either Party shall have the right (but not the obligation) to terminate this Settlement Agreement without penalty or sanctions, without prejudice

to its position on the issue of class certification and the amenability of the claims asserted in the Litigation to class treatment.

B. To withdraw from this Settlement Agreement under this Section, the withdrawing party must provide written notice to the other Party's counsel and to the Court within 14 business days of receipt of any order or notice of the Court modifying, adding, or altering any of the material terms or conditions of the Settlement Agreement.

C. In the event either Party withdraws from the Settlement, this Settlement Agreement shall be null and void, shall have no further force and effect with respect to any part in the Litigation, and shall not be offered into evidence or used in the Litigation or any other litigation for any purpose, including the existence, certification, or maintenance of any purported class. In the event of such withdrawal, this Settlement Agreement and all negotiations, proceedings, documents prepared, and statements made in connection herewith shall be inadmissible as evidence and without prejudice to either Party, and shall not be deemed or construed to be an admission or confession by any Party of any fact, matter, or proposition of law, and shall not be used in any manner for any purpose, and all parties to the Litigation shall stand in the same position as if this Settlement Agreement had not been negotiated, made, or filed with the Court. In such an event, Mazda will still be obligated to pay for the Class Notice costs incurred up to the effective date of the withdrawal.

D. Upon withdrawal, either Party may elect to move the Court to vacate any and all orders entered pursuant to the provisions of this Settlement Agreement.

IX. Miscellaneous Provisions

A. **Best Efforts.** Named Plaintiffs, Class Counsel, MNAO, and MNAO's Counsel agree to use their best efforts to obtain Court approval of this settlement, subject to the Parties' rights to terminate this settlement as provided herein.

B. **Effect of Exhibits.** The exhibits to this Settlement Agreement are an integral part of the settlement and are expressly incorporated and made a part of this Settlement Agreement.

C. **Not Evidence.** This settlement, whether it shall become final, and any and all negotiations, communications, and discussions associated with it, shall not be:

1. Offered or received by or against any Party as evidence of, or be construed as or deemed to be evidence of, any presumption, concession, or admission by a Party of the truth of any fact alleged by Named Plaintiffs, of the validity of any Released Claim that has been or could have been asserted in the Litigation, or the deficiency of any defense that has been or could have been asserted in the Litigation, or the deficiency of any defense that has been or could have been asserted in the Litigation, or of any liability, negligence, fault or wrongdoing on the part of Named Plaintiffs, MNAO, or any Releasee;

2. Offered or received by or against Named Plaintiffs or MNAO as a presumption, concession, admission, or evidence of any violation of any state or federal statute, law, rule or regulation or of any liability or wrongdoing by MNAO or any Releasee or of the truth of any of the Released Claims, and evidence thereof shall not be used directly or indirectly, in any way, (whether in the Litigation or in any other action or proceeding), except for purposes of enforcing this Settlement Agreement and Final Order and Judgment including, without limitation, asserting as a defense the release and waivers provided herein;

3. Offered or received by or against Named Plaintiffs, MNAO, or any Releasee as evidence of a presumption, concession, or admission with respect to a decision by any court regarding the certification of a class, or for purposes of proving any liability, negligence, fault or wrongdoing; or in any way referred to for any other reason against MNAO or any Releasee, in any other civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the terms of this Settlement Agreement, provided, however, that if this Settlement Agreement is approved by the Court, then Named Plaintiffs or MNAO may refer to it to enforce their rights hereunder; or

4. Construed as an admission or concession by Named Plaintiffs, the Settlement Class, MNAO, or any Releasee that the consideration to be given hereunder represents the relief that could or would have been obtained through trial in the Litigation.

5. These prohibitions on the use of this Settlement shall extend to, but are not limited to, any Settlement Class Member who opts out of the settlement pursuant to Section VI.E, above.

D. Entire Agreement. This Settlement Agreement represents the entire agreement and understanding among the Parties and supersedes all prior proposals, negotiations, agreements, and understandings relating to the subject matter of this Settlement Agreement. The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or understanding concerning any part or all the subject matter of this Settlement Agreement has been made or relied on except as expressly set forth in this Settlement Agreement. No modification or waiver of any provisions of this Settlement Agreement shall in any event be effective unless the same shall be in writing and signed by the person or party against whom enforcement of the Settlement Agreement is sought.

E. **Arm's-Length Negotiations and Good Faith.** The Parties have negotiated all the terms and conditions of this Settlement Agreement at arm's length, including with the assistance and involvement of an experienced, neutral mediator. All terms, conditions, and exhibits in their exact form are material and necessary to this Settlement Agreement and have been relied upon by the Parties in entering into this Settlement Agreement. The Parties agree to act in good faith during the settlement administration process.

F. **Confirmatory Discovery.** The Parties acknowledge that this Settlement has been the product of significant negotiations (going back to January of 2022) and has included the exchange of voluminous materials that confirm the fairness, reasonableness, and adequacy of the Settlement. This information has included, *inter alia*, the production (and review) of nearly 800 pages of informative documents by Mazda and 11 large Excel spreadsheets; Mazda responded to numerous informal data requests and provided various responsive information and data concerning the alleged defect(s) and impacted vehicles; a vehicle inspection of Plaintiff Duffy's vehicle; two full-day mediation sessions; independent research and factual investigation; and numerous phone calls and email exchanges among the parties seeking and providing information relevant to the settlement. Based on this information as well as Class Counsel's relevant experience litigating and resolving similar infotainment cases, the Parties are thus well informed and have sufficient information to confirm that the Settlement terms are fair, reasonable, and adequate.

G. **Continuing Jurisdiction.** The Parties agree that the Court may retain continuing and exclusive jurisdiction over them, including all Settlement Class Members, for the purpose of the administration and enforcement of this Settlement Agreement.

H. **Binding Effect of Settlement Agreement.** This Settlement Agreement shall be binding upon and inure to the benefit of the Parties and their representatives, heirs, successors, and assigns.

I. **Governing Law.** The Parties agree that Kentucky law governs any disputes concerning this Settlement Agreement. The Parties acknowledge, however, that federal law (including Federal Rule of Civil Procedure 23 and federal case law) applies to consideration and approval of the settlement, certification of the Settlement Class, and all related issues such as any petition for Class Counsel Fees and Expenses Award and Service Awards.

J. **Construction of Settlement Agreement Terms.** The determination of the terms of, and the drafting of, this Settlement Agreement has been by mutual agreement after arm's length negotiation, with consideration by and participation of all Parties and their counsel. Since this Settlement Agreement was drafted with the participation of all Parties and their counsel, the presumption that ambiguities shall be construed against the drafter does not apply. The Parties were represented by competent and effective counsel throughout the course of settlement negotiations and in the drafting and execution of this Settlement Agreement, and there was no disparity in bargaining power among the Parties to this Settlement Agreement. None of the Parties will be deemed the drafter of the Settlement Agreement for purposes of construing its provisions. The language in all parts of the Settlement Agreement will be interpreted according to its fair meaning and will not be interpreted for or against any of the Parties as the drafter.

K. **Confidentiality Agreements.** Class Counsel agree to return or destroy all information and materials obtained from MNAO and any Releasee or third party in connection with the Litigation and the settlement that MNAO, the Releasee, or third party has in good faith designated to be confidential, including any copies made thereof, within 30 days after the Effective

Date and to retain no copies thereof. All agreements made and orders entered during the Litigation relating to the confidentiality of information will survive the Settlement Agreement.

L. **Extensions of Time.** The Parties may agree upon a reasonable extension of time for deadlines and dates in this Settlement Agreement, without further notice (subject to Court approval as to Court dates).

M. **Authority to Execute Settlement Agreement.** The individual signing this Settlement Agreement on behalf of MNAO represents that he or she is fully authorized to enter into, and to execute, this Settlement Agreement on MNAO's behalf. Class Counsel represent that they are fully authorized to conduct settlement negotiations with counsel for MNAO on behalf of the Named Plaintiffs, and expressly to enter into, and to execute, this Settlement Agreement on behalf of each of the Named Plaintiffs and the Settlement Class, subject to Court approval pursuant to Federal Rule of Civil Procedure 23(e).

N. **No Further Authority.** Class Counsel, on behalf of the Named Plaintiffs and the Settlement Class, are expressly authorized to take all appropriate action required or permitted to be taken by the Settlement Class pursuant to this settlement to effectuate its terms and are also expressly authorized to enter into any modifications or amendments to this Settlement Agreement on behalf of the Settlement Class which they deem appropriate. Class Counsel represents and warrants it has authority to execute this Settlement Agreement on behalf of every Named Plaintiff as if each Named Plaintiff individually had signed this Settlement Agreement him or herself.

O. **No Assignment.** The Parties represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein, including, but not limited to, any interest in the Litigation or any related action.

P. **Full and Final Agreement.** The Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. Accordingly, the Settlement Agreement constitutes the entire agreement among the Parties and no other representations, warranties, or inducements have been made to any Party concerning the Settlement Agreement.

Q. **Headings.** The headings in this Settlement Agreement are for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement.

R. **Severability.** If any provision herein becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Settlement Agreement shall continue in full force and effect without said provision, to the extent either Party does not execute its right to terminate under Section VIII.

S. **Written Notices.** All notices or formal communications under this Settlement Agreement shall be in writing and shall be given by electronic mail and (i) hand delivery; (ii) registered or certified mail, return receipt requested, postage prepaid; or (iii) overnight courier to counsel for the Party to whom the notice is directed at the following addresses:

For Named Plaintiffs and the Settlement Class:

Benjamin F. Johns
SHUB & JOHNS LLC
Four Tower Bridge
200 Barr Harbor Drive, Suite 400
Conshohocken, PA 19428

Andrew Ferich
AHDOOT & WOLFSON, PC
201 King of Prussia Road, Suite 650
Radnor, Pennsylvania 19087

For MNAO:

Robert L. Wise
Melissa Foster Bird

NELSON MULLINS RILEY & SCARBOROUGH, LLP
Two James Center
1021 East Cary Street, Suite 2120
Richmond, VA 23219

Counsel may designate a change of the person to receive notice or a change of address, from time to time, by giving notice to all Parties in the manner described in this Section.

T. **Cost and Expenses.** Except as provided in this Settlement Agreement regarding (1) the payment of the Settlement Administrator; and (2) Class Counsel attorney's fees and litigation expenses, and class representative Service Awards (subject to approval of the Court); each of the Named Plaintiffs, Class Counsel, and MNAO shall be responsible for their own costs and expenses.


U. **Taxes.** Named Plaintiffs and Class Counsel shall be responsible for paying any and all federal, state, and local taxes due on any payments made to them pursuant to this settlement.

V. **Communications.** MNAO reserves the right to communicate with its customers, business contacts, and members of the public, including Settlement Class Members, in the ordinary course of business. Class Counsel and Named Plaintiffs hereby agree not to engage in any communications with the media, the press, on the Internet, or in any public forum, either orally or in writing, that undermine or contradict the settlement or any of its terms.

W. **Counterparts.** This Settlement Agreement may be executed in one or more counterparts and the execution in counterparts shall have the same effect as if all Parties had signed the same instrument. Facsimile and scanned signatures shall be considered as valid signatures as of the date signed.

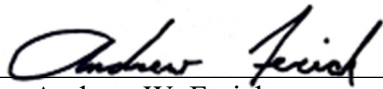
IN WITNESS WHEREOF, the Parties hereby execute, and cause this Settlement Agreement to be executed, by their duly authorized attorneys, as of the date(s) indicated on the lines below.

On Behalf of Plaintiffs

By: 
Benjamin F. Johns
Shub & Johns LLC

Date: June 20, 2024

On Behalf of Plaintiffs

By: 
Andrew W. Ferich
Ahdoot & Wolfson, PC

Date: June 20, 2024

On Behalf of Mazda Motor of America, Inc. d/b/a Mazda
North American Operations

By: 
Shawn W. Murphy
Vice President, Chief Legal Officer & Corporate Secretary

Date: June 20, 2024

EXHIBIT A

Duffy, et al. v. Mazda Motor of America, Inc., Case No. 3:24-cv-388-BJB (W.D. Ky.)

Mazda Connect Infotainment System Settlement Claim Form for Reimbursement of Expenses

The **DEADLINE** to submit this Claim Form is [XXXXXX XX, 202X]. You do not need to fill out a Claim Form to be eligible for the 24-month limited extension of the New Vehicle Limited Warranty created by the Settlement.

*Para una notificación en Español, llamar 1-XXX-XXX-XXXX
o visitar nuestro sitio web www.MazdaInfotainmentSettlement.com*

I. GENERAL INSTRUCTIONS

This Claim Form is to be used by Settlement Class Members who are seeking reimbursement of Out-of-Pocket Expenses incurred for the following components: (1) Software Updates for Mazda Connect; (2) the Connectivity Master Unit (CMU) repair or replacement; (3) SD Card repair or replacement; (4) Display repair or replacement; and/or (5) Rear-view Camera repair or replacement.

Before completing this Claim Form, please review the instructions on page four. Additional details concerning the types of expenses that are covered and eligibility criteria, as well as additional information about the Settlement and its benefits, are available on the Settlement Website at www.MazdaInfotainmentSettlement.com.

You must complete, sign, and submit this Claim Form and provide the required supporting documentation on or before [date] to receive reimbursement of Out-of-Pocket Expenses for covered repairs. You may complete a Claim Form electronically and upload documentation at www.MazdaInfotainmentSettlement.com. If you are unable to complete the Claim Form online, you may download a copy and mail it to Mazda Infotainment Settlement, c/o JND Legal Administration, PO Box 91494, Seattle, WA 98111. Please type or legibly print all requested information.

If you wish to make a claim for more than one vehicle, please use a separate Claim Form for each vehicle.

II. CLAIMANT INFORMATION

The Settlement Administrator will use this information for all communications regarding this Claim Form and the Settlement. If this information changes after you file your Claim, you must notify the Settlement Administrator in writing at the address above.

Please provide the following information:

Full Name

Mailing Address – Line 1: Street Address/P.O. Box

Mailing Address – Line 2

City

State

Zip Code

Telephone Number

Email Address

Vehicle Identification Number / VIN

III. REIMBURSEMENTS FOR OUT-OF-POCKET EXPENSES

State your claimed reimbursement amount below and provide documentation proving your claimed Out-of-Pocket Expenses. **Failure to meet the requirements of this section may result in your Claim being rejected by the Settlement Administrator.**

Potentially reimbursable Out-of-Pocket costs means those incurred for parts and/or labor for any of the following actions performed on a Settlement Class Vehicle related to the Mazda Connect infotainment system: 1) Software Updates for Mazda Connect; 2) CMU repair or replacement; 3) SD Card repair or replacement; 4) Display repair or replacement; and 5) Rear-view Camera repair or replacement. Out-of-Pocket Expenses do not include any other expense (e.g., rental car, ride-share services, inconvenience, etc.).

In order to receive reimbursement, you must provide Proof of Expenses, which means an original invoice, legible photocopy thereof, or other record, or some combination thereof, identifying the Out-of-Pocket Expenses paid by a Settlement Class Member. Proof of Expenses must be submitted in support of any Claim for reimbursement. Sufficient proof shall consist of one or more contemporaneous writings, including but not limited to, third-party

receipts, invoices, repair orders, or bills, which, either individually or collectively, prove the existence of the claimed Out-of-Pocket Expenses. *You should include all payments made for any covered repair or replacement parts and submit all relevant documents.*

Claimed Reimbursement Amount:

How much did you pay for covered repair(s) and/or replacement(s)?

Repair Facility Type:

Who performed the repair(s) and/or replacement(s)? (select more than one if applicable)

- ☐ Authorized Mazda Dealer
☐ Independent Repair Facility
☐ I performed the repair(s) and/or replacement(s) myself.

IV. PAYMENT ELECTION

You may elect to receive your payment by check or digital payment. Please choose one below. If you do not make a selection, and your claim is approved, your settlement benefit will be issued by check.

- ☐ Paper Check by Mail
☐ Virtual Debit Card

Email Address for Virtual Debit Card: _____

V. CERTIFICATION

I hereby attest to and affirm that the information I am providing as support for my Claim is a true and accurate copy of the records in my possession and these records relate to my Settlement Class Vehicle. I hereby attest to and affirm the authenticity of such proof and state that I actually incurred and was not previously reimbursed for the Out-of-Pocket Expenses for which I am seeking reimbursement.

 Signature

Date: _____

 Print Name

Please submit this Claim Form electronically online at www.MazdaInfotainmentSettlement.com or mail this Claim Form and all required Proof of Expenses (e.g., documents/paperwork), postmarked no later than XXXXXX, 202X, to:

Mazda Infotainment Settlement
 c/o JND Legal Administration
 PO Box 91494
 Seattle, WA 98111

For more information, please carefully review the Class Notice, call the Settlement Administrator at 1-XXX-XXX-XXXX, or visit the Settlement Website at www.MazdaInfotainmentSettlement.com.

Questions? Go to www.MazdaInfotainmentSettlement.com or call 1-XXX-XXX-XXXX
 To view JND's privacy policy, please visit <https://www.jndla.com/privacy-policy>

Mazda Connect Infotainment System Settlement: Instructions for claiming reimbursement for Out-of-Pocket Expenses

You can only file a Claim if you are a Settlement Class Member. You are a Settlement Class Member if you purchased or leased any of the following Mazda vehicle models that came equipped with a Mazda Connect infotainment system and you do not opt out of the Settlement: Mazda2 2016–2022; Mazda3 2014–2018; Mazda6 2016–2021; Mazda CX-3 2016–2021; Mazda CX-5 2016–2020; Mazda CX-9 2016–2020; and Mazda MX-5 2016–2023.

To check whether your vehicle is included in the Settlement Class, visit the VIN Lookup page on the Settlement Website at www.MazdaInfotainmentSettlement.com and enter your Vehicle Identification Number (VIN). You may also contact the Settlement Administrator by phone at 1-XXX-XXX-XXXX.

Note: The Settlement does not cover repair or replacement of the Rear-view Camera for Mazda3 2014–2018 5-door hatchbacks and Mazda CX-3 2016–2021 vehicles covered by a voluntary recall with the National Highway Traffic Safety Administration (Part 573 Safety Recall Report 23V-487 (July 14, 2023)) because those vehicles and attendant expenses are covered by that recall.

Supporting documentation is required for ALL Claims. Your Claim must include documentation proving your claimed Out-of-Pocket Expenses. This may take the form of a repair invoice or other document identifying the Out-of-Pocket Expenses you paid for a covered repair. Sufficient proof shall consist of one or more contemporaneous writings, including but not limited to third-party receipts, invoices, repair orders, or bills, which, either individually or collectively, prove the existence of the claimed Out-of-Pocket Expenses. For any questions related to completing this Claim Form or the documentation required to support your claim, please review the FAQs, the Detailed Notice, and the Settlement Agreement at www.MazdaInfotainmentSettlement.com or contact the Settlement Administrator at 1-XXX-XXX-XXXX.

Independent Repair Facilities: With respect to expenses or costs incurred at or through any facility that is *not* an Authorized Mazda Dealer, i.e., an independent repair facility, you may be eligible for reimbursement under the condition that verified Mazda OEM Parts were used in the repair. Reimbursement for labor costs incurred at or through an independent repair facility will be limited to the then-current national warranty labor rate for Mazda-approved time for the repair. Reimbursements for expenses incurred at an independent repair facility are capped on a per-vehicle basis at \$1,750.

The deadline to file a Claim for reimbursement is [date]. All Claims must be submitted online or postmarked on or before this date or they will not be considered. You must complete all sections of the Claim Form and sign the certification to complete your claim submission. For faster processing, please submit your claim online at www.MazdaInfotainmentSettlement.com. You may also contact the Settlement Administrator to request that a copy of the Claim Form be mailed to you by calling 1-XXX-XXX-XXXX or sending a request to the below address:

Mazda Infotainment Settlement
c/o JND Legal Administration
PO Box 91494
Seattle, WA 98111

EXHIBIT B

Court Approved Legal Notice

Duffy, et al. v. Mazda Motor of America, Inc.,
Case No. 3:24-388-BJB (W.D. Ky)

**As a Result of the Mazda Connect
Infotainment System Class Action
Settlement, You Will Receive a Limited
Warranty Extension on Certain Covered
Components and May Be Eligible for
Reimbursement of Certain
Out-of-Pocket Expenses.**

*A federal court authorized this notice.
This is not a solicitation from a lawyer.*

**This is NOT a Claim Form.
For more information about the Settlement
and how to file a Claim Form visit or call:**

www.MazdaInfotainmentSettlement.com

1-XXX-XXX-XXXX

*Para una notificación en Español, llamar
1-XXX-XXX-XXXX o visitar nuestro sitio web
www.MazdaInfotainmentSettlement.com.*

Duffy, et al. v. Mazda Motor of America, Inc.,
c/o JND Legal Administration
P.O. Box 91494
Seattle, WA 98111

«Barcode»

Postal Service: Please do not mark barcode

«Name»

«CO»

«Addr1» «Addr2»

«City», «St» «Zip»

«Country»

A proposed Settlement arising out of an alleged vehicle defect concerning malfunctioning of the Mazda Connect infotainment system in certain Mazda vehicles has been reached in *Duffy, et al. v. Mazda Motor of America, Inc.*, Case No. 3:24-cv-388-BJB (W.D. Ky.).

Who is Included? The Court decided that Class Members means all persons residing in the United States and United States territories who currently own or lease, or previously owned or leased, a Class Vehicle equipped with a Mazda Connect infotainment system. Class Vehicles include: Mazda2 2016–2022; Mazda3 2014–2018; Mazda6 2016–2021; Mazda CX-3 2016–2021; Mazda CX-5 2016–2020; Mazda CX-9 2016–2020; and Mazda MX-5 2016–2023.

What does the Settlement Provide?

- (1) **Limited Warranty Extension (LWE)**: All current owners or lessees of Class Vehicles will automatically receive a LWE for potential software updates or necessary connectivity master unit (CMU) repairs or replacements for a period of 24 months from either the expiration of the New Vehicle Limited Warranty, or for Class Vehicles for which the New Vehicle Limited Warranty has expired, the Limited Warranty Extension will run from the date the Court enters the preliminary approval order.
- (2) **Reimbursements for Out-of-Pocket Expenses**: You may be entitled to reimbursement for any Software Updates for Mazda Connect and any repair and/or replacement expenses you incurred for the CMU, an SD Card, the Display, and the Rear-view Camera.

How To Get Benefits: You must complete and file a Claim Form online or by mail postmarked by **Month XX, 2024**, including required Proof of Expenses documentation. You can file your claim online at **www.MazdaInfotainmentSettlement.com**. You may also get a paper Claim Form at the website, or by calling the toll-free number, and submit it by mail.

Your Other Options. If you do not want to be legally bound by the Settlement, you must exclude yourself by **Month XX, 2024**. If you do not exclude yourself, you will release any claims you may have against Mazda or Released Parties (as defined in the Settlement Agreement) related to the issues more fully described in the Settlement Agreement, available at the Settlement Website. If you do not exclude yourself, you may object to the Settlement by **Month XX, 2024**.

The Final Approval Hearing. The Court has scheduled a hearing in this case, *Duffy, et al. v. Mazda Motor of America, Inc.*, Case No. 3:24-cv-388 in the Western District of Kentucky for **Month XX, 2024**, to consider: whether to approve the Settlement, any requested Service Awards, attorneys' fees, costs, and expenses, as well as any objections. You or your attorney may attend and ask to appear at the hearing, but you are not required to do so. The hearing may be held remotely, so please check the Settlement Website for those details.

More Information. Complete information about your rights and options, as well as the Claim Form, the Long Form Notice, and the Settlement Agreement, are available at **www.MazdaInfotainmentSettlement.com**, or by calling toll free 1-XXX-XXX-XXXX.

Carefully separate this Address Change Form at the perforation

Name: _____

Current Address: _____

Address Change Form

To make sure your information remains up-to-date in our records, please confirm your address by filling in the above information and depositing this postcard in the U.S. Mail.

Place
Stamp
Here

Duffy, et al. v. Mazda Motor of America, Inc.
c/o JND Legal Administration
P.O. Box 91494
Seattle, WA 98111

EXHIBIT C

Duffy, et al. v. Mazda Motor of America, Inc.,
Case No. 3:24-cv-388-BJB (W.D. Ky.)

NOTICE OF MAZDA CONNECT INFOTAINMENT SYSTEM CLASS ACTION SETTLEMENT

A federal court authorized this notice. This is not a solicitation from a lawyer.

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

*Para una notificación en Español, llamar 1-XXX-XXX-XXXX o visitar nuestro sitio web
www.MazdaInfotainmentSettlement.com.*

- A proposed Class Action Settlement has been reached with Mazda Motor of America, Inc. dba Mazda North American Operations (“Mazda”). If you are an individual who purchased or leased certain Mazda vehicle models (listed below) in the United States or its territories, you may be entitled to benefits afforded by the Settlement.
- The proposed class action, pending in the Western District of Kentucky, is captioned as *Duffy, et al. v. Mazda Motor of America, Inc.*, Case No. 3:24-cv-388-BJB (W.D. Ky.) (the “Litigation”). The Parties have agreed to a proposed class Settlement of the Litigation. The Court has preliminarily approved the Settlement, and the Plaintiffs will request that the Court grant final approval to it. As a Settlement Class Member, you have various options that you may exercise before the Court decides whether to grant final approval to the Settlement.
- Under the Settlement, Defendant has agreed to provide Class Members with 1) a 24-month extension of your vehicle’s warranty covering Software Updates and any necessary repair or replacement of the Vehicles’ Connectivity Master Unit (CMU) (the “Limited Warranty Extension” or “LWE”); and 2) reimbursement of certain past Out-of-Pocket Expenses relating to the CMU, Software Updates, SD Card, Display, or Rear-view Camera in the Vehicles.
- To receive reimbursement of eligible Out-of-Pocket Expenses, you must submit a Claim Form and supporting documents (i.e., Proof of Expenses) **by no later than XXXXX XX, 202X**. You can complete and submit a Claim Form and upload documents, or obtain a copy of the Claim Form, on the Settlement Website at www.MazdaInfotainmentSettlement.com. You do not need to submit a Claim Form to receive the Limited Warranty Extension benefit.
- This notice explains the Litigation, the proposed Settlement, your legal rights and options, available benefits, who is eligible for and how to obtain the benefits, and applicable dates, time deadlines and procedures.
- Your legal rights are affected whether you act or do not act. **You should read this entire notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

FILE A CLAIM FORM FOR CASH REIMBURSEMENT DEADLINE: [XXXX]	<p>Submitting a Claim Form is the only way that you can receive any Reimbursements for Out-of-Pocket Expenses. You do not need to submit a claim form to receive the 24-month Limited Warranty Extension.</p> <p>If you submit a Claim Form, you will give up the right to sue Mazda and certain Released Parties in a separate lawsuit about the legal claims this Settlement resolves.</p>
OBTAIN LIMITED WARRANTY EXTENSION	<p>You do not need to do anything to ensure coverage under the 24-month Limited Warranty Extension. If a problem arises with the Software or CMU in your Mazda Connect system, simply take your vehicle to an Authorized Mazda Dealer.</p>
EXCLUDE YOURSELF FROM THIS SETTLEMENT DEADLINE: [XXXX]	<p>This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Mazda, or certain Released Parties (as defined in the Settlement Agreement), for the claims this Settlement resolves.</p> <p>If you exclude yourself, you will give up the right to receive any Settlement Benefits from this Settlement.</p>

This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.MazdaInfotainmentSettlement.com or call 1-XXX-XXX-XXXX.

OBJECT TO OR COMMENT ON THE SETTLEMENT DEADLINE: [XXXX]	<p>You may object to the Settlement by writing to the Court informing it why you do not think the Settlement should be approved. You can also write the Court to provide comments or reasons why you support the Settlement. You will still be bound by the Settlement if it is approved, and you will not be allowed to exclude yourself from the Settlement.</p> <p>If you object, you may also file a Claim Form to receive Settlement Benefits, but you will give up the right to sue Mazda and the Released Parties in a separate lawsuit about the legal claims this Settlement resolves.</p>
GO TO THE FINAL APPROVAL HEARING DATE: [XXXXX]	<p>You may attend the Final Approval Hearing where the Court may hear arguments concerning approval of the Settlement. If you wish to speak at the Final Approval Hearing, you must make a request to do so in your written objection or comment. You are <u>not</u> required to attend the Final Approval Hearing.</p>
DO NOTHING	<p>If you do nothing, you will receive the automatic benefit of the Limited Warranty Extension, you will not receive any of the monetary Settlement Benefits, and you will give up your rights to sue Mazda and certain Released Parties for the claims this Settlement resolves.</p>

- These rights and options—and the deadlines to exercise them—are explained in this long-form Class Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. No Settlement Benefits or payments will be provided unless the Court approves the Settlement, and it becomes final.

BASIC INFORMATION

1. Why did I get this Notice?

A court authorized this notice because you have the right to know about the proposed Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval of the Settlement. This notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The case is known as *Duffy, et al. v. Mazda Motor of America, Inc.*, Case No. 3:24-cv-388 (W.D. Ky.), before Judge Benjamin Beaton. The people who filed this lawsuit are called the “Plaintiffs” and the company they sued, Mazda Motor of America, Inc., is called the “Defendant.” The Plaintiffs and the Defendant agreed to this Settlement. The court has not made a decision about whether either side is right or wrong.

2. What vehicles are covered by the Settlement?

- Mazda2 model years 2016–2022;
- Mazda3 model years 2014–2018;
- Mazda6 model years 2016–2021;
- CX-3 model years 2016–2021;
- CX-5 model years 2016–2020;
- CX-9 model years 2016–2020; and
- MX-5 model years 2016–2023.

3. What is the lawsuit about?

Plaintiffs allege that the Mazda Connect Infotainment system in the Class Vehicles has technical glitches that cause it to reboot, freeze, become non-responsive, get stuck in a never-ending bootloop process, have unexpected audio or video errors, or otherwise malfunction. Mazda denies these allegations and denies that the Mazda Connect system is defective.

Under the Settlement, Mazda has agreed to provide (1) a Limited Warranty Extension (LWE); and (2) reimbursements for Out-of-Pocket Expenses. Mazda has also agreed to pay for the costs of the settlement administration and class notice, Court-approved Service Awards for the named Plaintiffs, Class Counsel’s attorneys’ fees, and Class Counsel’s litigation costs and expenses.

4. Why is this a class action?

In a class action, one or more people called the “class representatives” sue on behalf of all people who have similar claims. Together all these people are called a “Class” or “Class Members.” One court resolves the issues for all Class Members, except for those Class Members who exclude themselves from the Class.

The class representatives in this case (also referred to as the Named Plaintiffs) are Catherine Duffy, Matthew Edlin, Lawrence Mulcahy, and Paula Hall.

This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.MazdaInfotainmentSettlement.com or call 1-XXX-XXX-XXXX.

5. Why is there a settlement?

The class representatives and Mazda do not agree about the claims made in this Litigation. The Litigation has not gone to trial, and the Court has not decided in favor of the class representatives or Mazda. Instead, the class representatives and Mazda have agreed to settle the Litigation. The class representatives and the attorneys for the Settlement Class (i.e., Class Counsel) believe the Settlement is best for all Settlement Class Members because of the risks and uncertainty associated with continued litigation and the nature of the defenses raised by Mazda.

WHO IS INCLUDED IN THE SETTLEMENT

6. How do I know if I am part of the Settlement?

The Court has decided that everyone who fits the following description is a Settlement Class Member:

All persons residing in the United States and United States territories who currently own or lease, or previously owned or leased a Settlement Class Vehicle originally purchased or leased in the continental United States, Hawaii, Alaska, or any United States Territory. Class Vehicles include: Mazda2 2016–2022; Mazda3 2014–2018; Mazda6 2016–2021; Mazda CX-3 2016–2021; Mazda CX-5 2016–2020; Mazda CX-9 2016–2020; and Mazda MX-5 2016–2023.

If you did not receive a notification of the Settlement in the mail but believe you are a Class Member, or if you have any questions about your eligibility to participate in the Settlement, you may contact the Settlement Administrator.

7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Settlement Class Member, you may go to the Settlement Website at www.MazdaInfotainmentSettlement.com, or call the Settlement Administrator's toll-free number at 1-XXX-XXX-XXXX.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

The Settlement provides two benefits to Settlement Class Members: (1) a Limited Warranty Extension (LWE), and (2) Reimbursement for certain incurred Out-of-Pocket Expenses, subject to Proof of Expenses, as described below.

A. Limited Warranty Extension (LWE)

Settlement Class Members who are current owners or lessees of a Class Vehicle will automatically receive the LWE. Under the LWE, you may be entitled to receive potential software updates for Mazda Connect and (if recommended by the Authorized Mazda Dealer who performs the Update), repair or replacement for the CMU for the Settlement Class Vehicles. The LWE provides a 24-month warranty extension with no mileage limitation for the extension period.

The warranty extension applies to Class Vehicles that are both within and outside of coverage under Mazda's 3-year / 36,000-mile manufacturer New Vehicle Limited Warranty (NVLW) as of, XXXXX, 2024, the date of preliminary approval of the Settlement. For Vehicles still within the NVLW as of that date, the LWE would be added to and run from the expiration of the NVLW. For Vehicles whose NVLW is expired as of the date of preliminary approval, the LWE runs from the date of preliminary approval.

The LWE is fully transferable to subsequent owners during the term of the 24-month LWE.

B. Reimbursements for Out-of-Pocket Expenses

Settlement Class Members may submit a Claim Form for reimbursement of the following Out-of-Pocket Expenses:

- (1) **Software Updates for Mazda Connect.** Settlement Class Members who previously incurred Out-of-Pocket Expenses for any Software Updates to Mazda Connect.
- (2) **CMU.** Settlement Class Members who previously incurred Out-of-Pocket Expenses for repair or replacement of the CMU.
- (3) **SD Card.** Settlement Class Members who incurred Out-of-Pocket Expenses for an SD Card repair or replacement.
- (4) **Display.** Settlement Class Members who incurred Out-of-Pocket Expenses for a repair or replacement of the display.
- (5) **Rear-view Camera.** Settlement Class Members who incurred Out-of-Pocket Expenses for a repair or replacement of the Rear-view Camera.*

** Mazda3 2014–2018 5-door hatchbacks and Mazda CX-3 2016–2021 vehicles covered by a voluntary recall with the National Highway Traffic Safety Administration (Part 573 Safety Recall Report 23V-487 (July 14, 2023)) are expressly excluded from*

This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.MazdaInfotainmentSettlement.com or call 1-XXX-XXX-XXXX.

reimbursement for Out-of-Pocket Expenses for a repair or replacement of the Rear-view Camera only because those vehicles and attendant expenses are already covered by that recall.

Settlement Class Members who incurred one or more of these Out-of-Pocket Expenses at an Authorized Mazda Dealer will be eligible for full reimbursement. For Settlement Class Members who incurred one or more the Out-of-Pocket Expenses listed above, which were made at or through any other facility that is not an Authorized Mazda Dealer, Settlement Class Members may be eligible for reimbursement under the following conditions:

- (1) Verified Mazda OEM Parts were used;
- (2) Labor costs did not exceed the then-current Mazda national warranty labor rate for the Mazda-approved time allowed for said repair; and
- (3) Allowable reimbursements will be capped on a per-vehicle basis at the amount of \$1,750.

Claims for reimbursement must be supported by Proof of Expenses. Proof of Expenses means an original invoice, legible photocopy thereof, or other record, or some combination thereof, identifying the Out-of-Pocket Expenses paid by a Settlement Class Member. Sufficient proof should consist of one or more contemporaneous writings, including but not limited to third-party receipts, invoices, and repair orders, or bills, which, either individually or collectively, prove the existence of the Out-of-Pocket Expenses and the attendant amount.

To receive the reimbursement for Out-of-Pocket Expenses, you must submit a completed Claim Form electing to receive the reimbursement option. If you file a Claim Form for a reimbursement that is rejected by the Settlement Administrator and you do not correct it, your Claim Form will be considered ineligible.

9. What am I giving up to get a Settlement Benefit or stay in the Class?

Unless you exclude yourself, you are choosing to remain in the Class. If the Settlement is approved and becomes final, all the Court's orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against Mazda and the Released Parties about the legal issues in this Litigation, resolved by this Settlement, and released by the Class Action Settlement Agreement and Release. The specific rights you are giving up are called Released Claims (*see* next question).

10. What are the Released Claims?

In exchange for the Settlement, Settlement Class Members agree to release Mazda and its parent (Mazda Motor Corporation), subsidiaries, affiliates and related entities and all of its past and present directors, officers, employees, partners, principals, agents, and each of their predecessors, successors, parents, subsidiaries, divisions, joint ventures, attorneys, insurers, reinsurers, assigns, related or affiliated entities, Authorized Mazda Dealers, distributors, suppliers, and any members of their immediate families, and any trust for which any of them are trustees, settlers, or beneficiaries, from any and all claims, actions, causes of action, counterclaims, demands (including, without limitation, demands for arbitration), actions, suits, causes of action, allegations of wrongdoing, liabilities, rights, demands, suits, debts, liens, contracts, agreements, offsets or liabilities, including but not limited to tort claims, claims for breach of contract, breach of the duty of good faith and fair dealing, breach of statutory duties, actual or constructive fraud, misrepresentations, fraudulent inducement, statutory and consumer fraud, breach of fiduciary duty, unfair business or trade practices, restitution, rescission, compensatory and punitive damages, injunctive or declaratory relief, attorneys' fees, interests, costs, penalties and any other claims, whether known or unknown, alleged or not alleged in the Litigation, suspected or unsuspected, contingent or matured, under federal law, state law, common law, or local law, which the Named Plaintiffs and/or any Settlement Class Member had, have, or may in the future have, with respect to any conduct, act, omissions, facts, matters, transactions or oral or written statements or occurrences relating to or arising out of the alleged claims as asserted, or as could have been asserted, in the Litigation or any other proceedings, and that relate to a Mazda Connect infotainment system and that are based on the same factual predicate asserted in the complaint filed in the Litigation, including via the use of a class action procedural device by the Named Plaintiffs and/or Settlement Class Members whether at law or equity, against MNAO and all the Releasees for injunctive relief, declaratory relief, and economic injury or damages. The Released Claims do not include claims for personal injury or wrongful death.

More information is provided in the Class Action Settlement Agreement and Release, which is available at www.MazdaInfotainmentSettlement.com.

HOW TO GET SETTLEMENT BENEFITS—SUBMITTING A CLAIM FORM

11. How do I make a claim for Settlement Benefits?

You must complete and submit a Claim Form by [XXXXX]. Claim Forms may be submitted online at www.MazdaInfotainmentSettlement.com or printed from the Settlement Website and mailed to the Settlement Administrator at the

This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.MazdaInfotainmentSettlement.com or call 1-XXX-XXX-XXXX.

address on the form. Claim Forms are also available by calling 1-XXX-XXXX or by writing to info@MazdaInfotainmentSettlement.com. The quickest way to file a Claim is online.

You may submit a claim for reimbursement for Out-of-Pocket Expenses by submitting a Claim Form and supporting Proof of Expenses on the Settlement Website, or by downloading, printing, and completing a Claim Form and mailing it along with supporting Proof of Expenses to the Settlement Administrator.

12. How do I get coverage under the Limited Warranty Extension (LWE)?

You do not need to take any action now to qualify for coverage under the LWE. Current owners or lessees of a Settlement Class Vehicle will automatically receive the LWE benefit. If you experience issues or problems with your Mazda Connect Software during the 24-month Limited Warranty Extension please bring the vehicle to an Authorized Mazda Dealer for service.

13. How do I make a claim for Reimbursements for Out-of-Pocket Expenses?

Mazda will reimburse Settlement Class Members for parts and labor paid by the Settlement Class Member for qualifying repairs involving repairs due to issues with the Mazda Connect infotainment system if the work was done prior to [preliminary approval order date]. If the replacement was performed by an Authorized Mazda Dealer, the full amount the Class Member paid will be reimbursed. If the replacement was performed by a non-Mazda automotive repair facility, Mazda will reimburse actual costs for parts and labor paid under the following conditions: (1) Verified Mazda original equipment manufacturer (OEM) parts were used; (2) Labor costs do not exceed the then-current Mazda national warranty labor rate for the Mazda-approved time allowed for said repair; and (3) Allowable reimbursements will be capped on a per-vehicle basis at \$1,750.

To file a claim for reimbursement for Out-of-Pocket Expenses, you must submit a valid Claim Form electing to receive reimbursement. To submit a Claim for reimbursement for Out-of-Pocket Expenses, you may either complete a Claim Form on the Settlement Website or print and mail a completed Claim Form to the Settlement Administrator, postmarked on or before [XXXXXX].

Instructions for filling out a Claim for reimbursement is included on the Claim Form. You may access the Claim Form at www.MazdaInfotainmentSettlement.com.

14. What happens if my contact information changes after I submit a claim?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by calling XXXXX or by writing to the following address:

Mazda Infotainment Settlement
c/o JND Legal Administration
PO Box 91494
Seattle, WA 98111

15. When and how will I receive the Settlement Benefits I claim from the Settlement?

Class Counsel will apply to the Court for an award of attorneys' fees and reimbursement of litigation costs and expenses in an amount not to exceed \$1,900,000.00. Any award of attorneys' fees and costs will be paid by Mazda separately from and in addition to any relief provided to the Settlement Class. Additionally, Class Counsel will apply to the Court for payments to each to the class representatives for their service to the Class, in the amount of \$4,000 to Catherine Duffy and \$2,500 each to Matthew Edlin, Lawrence Mulcahy, and Paula Hall. Any award of payments to the class representatives will be paid by Mazda separately from and in addition to any relief provided to the Settlement Class. Class Counsel's motion for an award of Attorneys' Fees and Expenses and for class representative payments will be posted on the Settlement Website, www.MazdaInfotainmentSettlement.com, after it is filed with the Court. The approval process may take time.

Please be patient and check www.MazdaInfotainmentSettlement.com for updates.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

You do not need to hire an attorney, but you can if you want to. You, and the entire Class, are already represented by a group of attorneys listed below, who are known as Class Counsel. You do not have to pay for Class Counsel's services. You may contact Class Counsel if you have any questions about this Notice or Settlement, but **please do not contact the Court.**

This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.MazdaInfotainmentSettlement.com or call 1-XXX-XXX-XXXX.

Benjamin F. Johns
SHUB & JOHNS LLC
Four Tower Bridge
200 Barr Harbor Drive, Suite 400
Conshohocken, PA 19428

Andrew W. Ferich
AHDOOT & WOLFSON, PC
201 King of Prussia Road, Suite 650
Radnor, PA 19087

17. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award them attorneys' fees and reimbursement of litigation costs and expenses in an amount not to exceed \$1,900,000.00. They will also ask the Court to approve Service Awards to each of the Named Plaintiffs for participating in this Litigation and for their efforts in achieving the Settlement, as noted above.

Class Counsel's application for attorneys' fees, litigation costs and expenses, and Service Awards will be made available on the Settlement Website at www.MazdaInfotainmentSettlement.com before the deadline for you to comment or object to the Settlement. You can request a copy of the application by contacting the Settlement Administrator at info@MazdaInfotainmentSettlement.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Class Member and want to keep any right you may have to sue or continue to sue Mazda and/or the Released Parties on your own based on the claims raised in this Litigation or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from—or "opting out" of—the Settlement.

18. How do I get out of the Settlement?

You can choose not to be part of the Settlement and the Settlement Class. This is called "excluding yourself" or "opting out." If you exclude yourself from the Settlement, you will not be entitled to receive the Settlement Benefits. However, you will not be bound by any judgment or settlement of the Litigation and will keep your right to sue Mazda independently and at your own expense over any claims you may have.

The Request for Exclusion must be postmarked or received by the Settlement Administrator at the address below no later than [XXXXX]:

Mazda Infotainment Settlement
c/o JND Legal Administration
PO Box 91494
Seattle, WA 98111

You cannot exclude yourself by telephone or by email.

19. How can I exclude myself from the Settlement?

To exclude yourself from the Settlement, you must mail the Settlement Administrator a Request for Exclusion that contains the following information:

- (1) The name of the lawsuit: *Duffy, et al. v. Mazda Motor of America, Inc.*, Case No. 3:24-cv-388 (W.D. Ky.);
- (2) Your full name, current address, and telephone number;
- (3) The approximate date of acquisition and VIN for the Settlement Class Vehicle;
- (4) A clear statement of your intent to exclude yourself from the Settlement (for example, "Please exclude me from the 'Mazda Connect Infotainment System Class Action Settlement'"); and
- (5) Your signature and the date you signed it. You must send your request for exclusion postmarked no later than [Date] to the address below:

Mazda Infotainment Settlement

This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.MazdaInfotainmentSettlement.com or call 1-XXX-XXX-XXXX.

c/o JND Legal Administration
PO Box 91494
Seattle, WA 98111

If you do not follow these procedures and deadlines to exclude yourself from the Settlement, you will remain a Settlement Class Member and forfeit any opportunity to exclude yourself from the Settlement.

This means that your rights will be determined in this lawsuit by the Settlement Agreement if it receives final approval from the Court.

Requests for exclusion will be permitted by individual Class Members only; proposed group or mass opt-outs will be deemed to be submitted on behalf of the individual signing the form.

20. If I do not exclude myself, can I sue Mazda for the same thing later?

No. Unless you timely exclude yourself, you give up any right to sue Mazda and Released Parties for the claims that this Settlement resolves. You must exclude yourself from this Litigation to start or continue with your own lawsuit or be part of any other lawsuit against Mazda or any of the Released Parties. If you have a pending lawsuit that may relate to this Settlement, speak to your lawyer in that case immediately.

OBJECT TO OR COMMENT ON THE SETTLEMENT

21. How do I tell the Court that I do not like the Settlement?

You can ask the Court to deny approval of the Settlement by filing an objection. You cannot ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no Settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the proposed Settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

All written objections and supporting papers must:

- (1) identify the case name and number: *Duffy, et al. v. Mazda Motor of America, Inc.*, Case No. 3:24-cv-388 (W.D. Ky.);
- (2) state the Class Member's full name, current mailing address, and telephone number;
- (3) include written proof establishing that he or she is a Class Member (e.g., a true copy of a vehicle title, registration, lease document, or other document reflecting current or former ownership or lease);
- (4) include a written statement of the objection(s), which must include a statement as to whether it applies only to the objector, a specific subset of the Settlement Class, or to the entire Settlement Class, and also state with specificity the grounds for the objection, including any evidence and legal authority the Class Member wishes to bring to the Court's attention;
- (5) provide copies of any documents the objector wants the Court to consider;
- (6) include a statement as to whether the Class Member intends to appear at the Final Approval Hearing; and
- (7) submit a list of all other objections submitted by the objector or the objector's counsel to any class action settlements submitted in any state or federal court in the United States in the previous 5 years. Each case identified should include the caption, docket number, and name of the court in which it was pending. If the Class Member or his or her counsel has not objected to any other class action settlement in the United States in the previous five years, the objector shall affirmatively so state in the objection.

If the objector is represented by counsel, the objection must be filed with the Court via the Court's electronic filing system.

If the objector is not represented by counsel, he or she must send the objection to the Settlement Administrator via first-class mail, postage prepaid, at **Mazda Infotainment Settlement, c/o JND Legal Administration, PO Box 91494, Seattle, WA 98111**. He or she must also serve the objection by first-class mail, postage prepaid, upon the following:

This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.MazdaInfotainmentSettlement.com or call 1-XXX-XXX-XXXX.

Plaintiffs' Counsel:

Benjamin F. Johns
SHUB & JOHNS LLC
Four Tower Bridge
200 Barr Harbor Drive, Suite 400
Conshohocken, PA 19428

Andrew W. Ferich
AHDOOT & WOLFSON, PC
201 King of Prussia Road, Suite 650
Radnor, PA 19087

Mazda's Counsel:

Robert L. Wise
Melissa Foster Bird
NELSON MULLINS RILEY & SCARBOROUGH, LLP
Two James Center
1021 East Cary Street, Suite 2120
Richmond, VA 23219

All objections must be filed electronically or postmarked no later than [XXXXXXX].

22. What is the difference between objecting and requesting exclusion?

Objecting is telling the Court you do not like something about the Settlement. You can object only if you stay in the Class (that is, do not exclude yourself). Requesting exclusion (sometimes called "opting out") is telling the Court you do not want to be part of the Class or the Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer affects you.

THE FINAL APPROVAL HEARING

23. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on XXXXXX, before the Honorable Benjamin Beaton, at the United States District Court for the Western District of Kentucky, Gene Snyder United States Courthouse, 601 West Broadway, Room 266, Louisville, KY 40202-2227.

The date and time of the Final Approval Hearing is subject to change without further notice to the Settlement Class. Settlement Class Members should monitor the Settlement Website to confirm whether the date for the Final Approval Hearing has changed. Please note that the hearing may be held via telephone or video conference. All details about the Final Approval Hearing will be posted on the Settlement Website.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and will decide whether to approve the Settlement; Class Counsel's application for attorneys' fees, expenses, and costs; and the Service Awards to the Named Plaintiffs. If there are objections, the Court will consider them.

24. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mail your written objection on time, the Court will consider it.

IF YOU DO NOTHING

25. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will not receive any reimbursements for any Out-of-Pocket Expenses covered by the Settlement Benefits. You will also give up certain rights, including your right to start a lawsuit, continue with a lawsuit,

This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.MazdaInfotainmentSettlement.com or call 1-XXX-XXX-XXXX.

or be part of any other lawsuit against Mazda or any of the Released Parties about the legal issues in this Litigation and released by the Settlement Agreement.

GETTING MORE INFORMATION

26. How do I get more information?

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at www.MazdaInfotainmentSettlement.com, by contacting Class Counsel (see below), by accessing the Court docket in this case, through the Public Records System at www.pacer.gov or by visiting the United States District Court, Western District of Kentucky, Gene Snyder United States Courthouse, 601 West Broadway, Room 266, Louisville, KY 40202-2227, between 8:30 a.m. and 4:30 p.m. (EST), Monday through Friday, excluding Court holidays.

If you have questions about the proposed Settlement or anything in this Notice, you may contact Class Counsel at the following:

<p>Andrew W. Ferich c/o Mazda Connect Infotainment System Class Action Settlement AHDOOT & WOLFSON, PC 201 King of Prussia Road, Suite 650 Radnor, PA 19087 info@MazdaInfotainmentSettlement.com</p>	<p>Benjamin F. Johns c/o Mazda Connect Infotainment System Class Action Settlement SHUB & JOHNS LLC Four Tower Bridge 200 Barr Harbor Drive, Suite 400 Conshohocken, PA 19428 info@MazdaInfotainmentSettlement.com</p>
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PLEASE DO NOT CONTACT THE COURT TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.MazdaInfotainmentSettlement.com or call 1-XXX-XXX-XXXX.

EXHIBIT D

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF KENTUCKY**

CATHERINE DUFFY, MATTHEW
EDLIN, LAWRENCE MULCAHY, and
PAULA HALL, individually and on behalf
of all other similarly situated,

Plaintiffs,

v.

MAZDA MOTOR OF AMERICA, INC.
D/B/A MAZDA NORTH AMERICAN
OPERATIONS,

Defendant.

No. 3:24-cv-00388-BJB

**[PROPOSED ORDER]
GRANTING UNOPPOSED MOTION
FOR PRELIMINARY
APPROVAL OF CLASS
ACTION SETTLEMENT**

**[PROPOSED] ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT**

WHEREAS, Plaintiffs Catherine Duffy, Matthew Edlin, Lawrence Mulcahy, Paula Hall (“Plaintiffs”) and Defendant Mazda Motor of America, Inc. d/b/a Mazda North American Operations (“MNAO” or “Mazda”) in the above-described Litigation have applied for an order, pursuant to Rule 23 (a), (b), and (c) of the Federal Rules of Civil Procedure, regarding certain matters in connection with a proposed settlement of the Litigation, in accordance with a Class Action Settlement Agreement and Release (the “Settlement” or “Settlement Agreement”) entered into and executed by the Parties on June 20, 2024 (which, together with its exhibits, is incorporated herein by reference) and dismissing the Litigation as to Mazda upon the terms and conditions set forth in the Settlement Agreement;

WHEREAS, on January 24, 2022, Plaintiff Duffy’s counsel filed a pre-litigation notice with Mazda’s legal department pursuant to Kentucky Consumer Protection Act § 267.110, *et seq.* and the Uniform Commercial Code, describing the technical failures that Plaintiff Duffy

experienced in the Mazda Connect System in her 2018 Mazda3 Hatchback, including intermittent rebooting, freezing, and sporadic failure of the vehicle's navigation system.

WHEREAS, Mazda provided a written response to Plaintiff Duffy's counsel on February 17, 2022 and then again on April 11, 2022.

WHEREAS, during the Parties' preliminary discussions, Class Counsel advised Mazda that they had been contacted by several other Mazda vehicle owners who reported experiencing issues similar to those described by Plaintiff Duffy.

WHEREAS, on July 22, 2022, the Parties entered into a tolling agreement on behalf of Mazda, Plaintiff Duffy, other individuals represented by her counsel, to allow the Parties to investigate issues associated with the Mazda Connect in such vehicles, collect information from their respective clients, and confer on the resultant findings.

WHEREAS, following the mutual exchange of information and months of discussion, the Parties agreed to participate in a mediation with Judge Dickran Tevrizian (Ret.) of JAMS on January 10, 2023.

WHEREAS, in anticipation of the scheduled mediation, Class Counsel sent Mazda a comprehensive list of informational requests and documents to facilitate settlement negotiations.

WHEREAS, following the execution of a confidentiality agreement on December 6, 2022, Mazda began producing responsive materials to Class Counsel.

WHEREAS, Mazda produced nearly one thousand pages of documents responsive to Plaintiffs' requests, including eleven extensive excel worksheets, that ranged in date from 2013 to 2022.

WHEREAS, on December 23, 2022, Plaintiffs filed a putative class action against Mazda in the Superior Court of California, Orange County concerning the Mazda Connect

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system, entitled *Duffy, et al. v. Mazda Motor of America, Inc., et al.*, No. 30-2022-01298682-CU-BC-CXC (the “California case”), alleging, *inter alia*, various statutory and common law claims alleging a defect in the Mazda Connect in certain Mazda vehicles;

WHEREAS, the Parties participated in an all-day virtual mediation with Judge Tevrizian on January 10, 2023, during which time the Parties made significant progress on the general parameters for resolution of the Litigation but were unable to reach an agreement in principle, as Plaintiffs required additional information from Mazda to facilitate subsequent negotiations that was only available from Mazda’s corporate parent in Japan.

WHEREAS, on April 25, 2023, the Parties participated in a second mediation session with Judge Tevrizian which, while productive, did not result in a settlement. The Parties did, however, agree on many material issues pertinent to reaching a final resolution, such as the scope of the affected vehicle models, the nature of the class wide relief, the length of the extended warranty, and the types of expenses and Mazda Connect symptoms that would be covered by the settlement.

WHEREAS, in light of the Parties’ progress and outstanding confirmatory discovery, the Parties informally agreed to stay the prosecution of the California case and extend the tolling agreement pending further negotiations.

WHEREAS, on May 25, 2023, Plaintiffs voluntarily dismissed the California case complaint without prejudice.

WHEREAS, following approximately six months of additional negotiations following the second mediation session on April 25, 2023, the Parties reached agreement on the material terms of the settlement in October 2023. At no point prior to reaching the settlement in principle did the Parties discuss or negotiate the payment of attorneys’ fees, litigation costs and expenses, or Service Awards for the Plaintiffs.

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WHEREAS, on January 16 and April 30, 2024, the Parties attended a third and fourth mediation session with Judge Tevrizian to negotiate and reach agreement on the amounts of attorneys' fees, litigation costs and expenses, and Named Plaintiff Service Awards to be sought by Plaintiffs. Following the fourth session, and having agreed to the amount of Service Awards, the Parties accepted a mediator's proposal on the amount of attorneys' fees and litigation expenses to be sought.

WHEREAS, on June 20, 2024, after approximately 28 months of hard-fought negotiations following the delivery of Plaintiff Duffy's pre-suit demand letter, the Parties executed the Settlement Agreement.

WHEREAS, on June 28, 2024, Plaintiffs filed a class action complaint in this Court.

WHEREAS, on July 2, 2024, Plaintiffs filed the motion for preliminary approval of the class action settlement.

WHEREAS, Mazda denies Plaintiffs' allegations and claims, and maintains, *inter alia*, that the Settlement Class Vehicles' Mazda Connect systems are not defective, that the Settlement Class Vehicles were and are properly designed, tested, manufactured, distributed, marketed, advertised, warranted and sold, that no applicable warranties (express or implied) have been breached, that no common law duties or applicable statutes, laws, rules or regulations have been violated, and that the Plaintiffs' allegations and claims lack merit and are not suitable for class treatment if the Litigation were to proceed through litigation and trial.

WHEREAS, the Parties, after investigation and careful analysis of their respective claims and defenses, and with full understanding of the potential risks, benefits, expense and uncertainty of continued litigation, desire to compromise and settle all issues and claims that were or could have been brought in the Litigation by or on behalf of Plaintiffs and the Settlement Class.

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WHEREAS, the Parties agree that neither the Settlement Agreement, nor the underlying settlement negotiations or Settlement itself, shall constitute evidence of, or be construed as any admission of, any liability, damages, wrongdoing, facts, or issues of law on the part of Mazda or any Released Party, which are expressly denied by Mazda.

WHEREAS, the Settlement Agreement is the result of vigorous arm's length negotiations of highly disputed claims between the Parties, including, but not limited to, 28 months of negotiations that included four extensive mediation sessions with an experienced and well-respected neutral mediator at JAMS, and the Parties believe the Settlement Agreement is fair, reasonable, and adequate, and compliant in all respects with Fed. R. Civ. P. 23.

NOW THEREFORE, IT IS HEREBY ORDERED that:

1. The Court, having read and considered the Settlement Agreement and its exhibits, and Plaintiffs' Unopposed Motion for Preliminary Approval, Plaintiffs' motion is **GRANTED**.

2. 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.

3. This Court has jurisdiction over this Litigation, Plaintiffs, all Settlement Class Members, Mazda, and any party to any agreement that is part of or related to the Settlement.

4. The Settlement, including the exhibits attached thereto, are preliminarily approved as fair, reasonable, and adequate, in accordance with Fed. R. Civ. P. 23, pending a Final Approval Hearing on the Settlement as provided herein.

5. Stay of the Litigation. Pending the Final Approval Hearing, all proceedings in the Action as they relate to Mazda, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are hereby stayed.

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6. Class Definition. Pursuant to Fed. R. Civ. P. 23, the Court certifies, solely for purposes of effectuating the Settlement, the Settlement Class as follows: “All residents of the continental United States, Hawaii, Alaska, and all United States territories who currently own or lease, or previously owned or leased, a Settlement Class Vehicle originally purchased or leased in the continental United States, Hawaii, Alaska, or any United States territory. Excluded from the stipulated Settlement Class are: (1) MNAO; (2) any affiliate, parent, or subsidiary of MNAO; (3) any entity in which MNAO has a controlling interest; (4) any officer or director of MNAO; (5) any successor or assign of MNAO; (6) any Judge to whom the Litigation is assigned; (7) any owners or lessees of Settlement Class Vehicles that were not distributed for sale or lease in the continental United States, Hawaii, Alaska, or any United States territory; and (8) any person who has resolved or otherwise released their claims, in a separate written agreement with MNAO, as of the date of the settlement.” Pursuant to the Settlement Agreement, the Settlement Class Vehicles include Mazda2 2016-2022; Mazda3 2014-2018; Mazda6 2016-2021; Mazda CX-3 2016-2021; Mazda CX-5 2016–2020; Mazda CX-9 2016–2020; and Mazda MX-5 2016–2023 vehicles equipped with a Mazda Connect infotainment system.

7. Certification for Settlement Purposes Only. Solely for purposes of effectuating the proposed Settlement, the Court finds, pursuant to Rule 23(e)(1), that the prerequisites for class certification under Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure are likely to be found to be satisfied as: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members in this Action is impracticable, (b) there are questions of law and fact that are common to the Settlement Class; (c) Plaintiffs’ claims are typical of the claims of the Settlement Class; (d) the interests of all Settlement Class Members have been and continue to be adequately represented by Plaintiffs and Class Counsel; (e) the questions of law and fact common to Settlement Class Members predominate over any individualized questions of law

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and fact; and (f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy. These findings shall be vacated if the Settlement is terminated or if for any reason the Effective Date does not occur.

8. Class Counsel. For purposes of the Settlement, the Court appoints Benjamin F. Johns of Shub & Johns LLC and Andrew W. Ferich Ahdoot & Wolfson, PC as Class Counsel to act on behalf of the Settlement Class, including the class representatives, with respect to the Settlement. The Court finds that the requirements of Federal Rule of Civil Procedure 23(g) are satisfied by these appointments.

9. Class Representatives. For purposes of the Settlement, the Court finds and determines, pursuant to Fed. R. Civ. P. 23(a), that the Named Plaintiffs Catherine Duffy, Matthew Edlin, Lawrence Mulcahy, and Paula Hall will fairly and adequately represent the interests of the Settlement Class in enforcing their rights in the Litigation and appoints them as class representatives. The Court preliminarily appoints these Named Plaintiffs as class representatives.

10. Administration. The firm of JND Legal Administration is appointed as Settlement Administrator to administer the Class Notice and related procedures and the processing of Claims, under the supervision of Class Counsel.

11. Class Notice. The Court approves the form and content of the Class Notice. The Court finds that the mailing of the Class Notice in the manner and form set forth in the Settlement Agreement satisfies due process, provides the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Settlement Class Members entitled to such Class Notice. The Settlement Administrator shall be responsible for implementing the following Class Notice plan as set forth in the Settlement Agreement.

The Court further finds that all the notices are written in simple terminology and are

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readily understandable by Settlement Class Members. The date and time of the Final Approval Hearing shall be included in all notices before they are disseminated. The Parties, by agreement, may revise the notices in ways that are appropriate to update those notices for purposes of accuracy and clarity, and may adjust the layout of those notices for efficient electronic presentation and mailing. No Settlement Class Member shall be relieved from the terms of the proposed Settlement, including the releases provided for therein, based solely upon the contention that such Settlement Class Member failed to receive adequate or actual notice.

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

12. CAFA Notice. In compliance with the Attorney General notification provision of the Class Action Fairness Act, 28 U.S.C. § 1715, the Settlement Administrator, at Mazda's expense, shall provide notice of this proposed Settlement to the Attorney General of the United States, and the Attorneys General of each state in which a known Settlement Class Member resides. The Settlement Administrator shall also provide contemporaneous notice to the Parties.

13. Data Privacy. The Settlement Administrator is directed to maintain all personally identifiable information of the Settlement Class Members securely and confidentially and to use the Settlement Class Members' information solely for purposes of effectuating the Settlement.

14. Deadline to Submit Claim Forms. Settlement Class Members seeking to be

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reimbursed for eligible out-of-pocket expenses under the Settlement must submit a Claim Form within 90 days of the Notice Date.

15. Objections and Appearances. Any Settlement Class Member who intends to object to the Settlement Agreement and/or to Class Counsel's request for an award of attorneys' fees, litigation costs and expenses, or Service Awards, must, by no later than 60 days after the Notice Date, mail to the Court or file with the Court, via the Court's electronic filing system, any such objection, and also serve by first-class postage prepaid mail copies of the objection upon: Class Counsel, Benjamin F. Johns, Shub & Johns LLC, Four Tower Bridge, 200 Barr Harbor Drive, Suite 400, Conshohocken, PA 19428, and Andrew W. Ferich, Ahdoot & Wolfson, PC, 201 King of Prussia Road, Suite 650, Radnor, Pennsylvania 19087; and MNAO's Counsel, Robert L. Wise and Melissa Foster Bird, Nelson Mullins Riley & Scarborough, LLP, 1021 E. Cary St., Suite 2120, Richmond, Virginia 23219. To make a valid objection, any objecting Settlement Class Member must: (i) set forth their full name, current address, and telephone number; (ii) identify the date of acquisition and VIN for their Settlement Class Vehicle; (iii) provide written proof establishing that he or she is a Settlement Class Member (e.g., a true copy of a vehicle title, registration, lease document, or other document reflecting current or former ownership or lease); (iv) provide a written statement of the objection(s), which must include a statement as to whether it applies only to the objector, a specific subset of the Settlement Class, or to the entire Settlement Class, and also state with specificity the grounds for the objection, including any evidence and legal authority the Settlement Class Member wishes to bring to the Court's attention; (v) provide copies of any documents the objector wants the Court to consider; and (vi) provide a statement as to whether the Settlement Class Member intends to appear at the Final Approval Hearing. In addition, any Settlement Class Member objecting to the Settlement must submit a list of all other objections submitted by the objector or the objector's counsel to

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any class action settlements submitted in any state or federal court in the United States in the previous 5 years. Each case identified should include the caption, docket number, and name of the court in which it was pending. If the Settlement Class Member or his or her counsel has not objected to any other class action settlement in the United States in the previous five years, the objector shall affirmatively so state in the objection.

If the objector is represented by counsel, the objection must be filed with the Court via the Court's electronic filing system. If the objector is not represented by counsel, he or she must send the objection to the Settlement Administrator via first-class mail, postage prepaid, to Mazda Infotainment Settlement, c/o JND Legal Administration, P.O. Box 91494, Seattle, WA 98111, as well as Class Counsel and Mazda's counsel at the aforementioned addresses.

Subject to the approval of the Court, any timely and properly objecting Settlement Class Member may appear, in person or by counsel, at the Final Approval Hearing to explain why the proposed Settlement should not be approved as fair, reasonable, and adequate, or to object to any motion for attorneys' fees and expenses or class representative Service Awards. Any Settlement Class Member who has not timely and properly filed an objection in accordance with the deadlines and requirements set forth herein shall be deemed to have waived and relinquished his/her/its right to object to any aspect of the Settlement, or any adjudication or review of the Settlement, by appeal or otherwise.

To appear at the Final Approval Hearing, any Settlement Class Member must, no later than the objection deadline, file with the Clerk of the Court, and serve upon all counsel designated in the Class Notice, a notice of intention to appear at the Final Approval Hearing. The notice of intention to appear must include copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member (or the Settlement Class Member's counsel) intends to present to the Court in connection with the Final Approval Hearing. Any Settlement Class

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Member who does not provide a notice of intention to appear in accordance with the deadline and other specifications set forth in the Settlement Agreement and the Class Notice, or who has not filed an objection in accordance with the deadline and other requirements set forth in the Settlement Agreement and the Class Notice, shall be deemed to have waived and relinquished any right to appear, in person or by counsel, at the Final Approval Hearing.

16. Exclusion from Class. Any Settlement Class Member who wishes to be excluded from the Settlement Class must timely submit a request for exclusion to the Settlement Administrator at the address specified in the Class Notice. To be effective, the Request for Exclusion must be sent to the specified address and contain the following information: (1) the Settlement Class Member's name, current address, and telephone number; (2) the approximate date of acquisition and VIN for the Settlement Class Vehicle; and (3) a clear statement communicating that the Settlement Class Member elects to be excluded from the Settlement Class, does not wish to be a Settlement Class Member, and elects to be excluded from any judgment entered pursuant to the settlement. Any request for exclusion must be postmarked on or before 60 days after the Notice Date. Any Settlement Class Member who fails to mail a timely and complete a request for exclusion shall be subject to and bound by the Settlement Agreement. Requests for exclusion will be permitted by individual Settlement Class Members only; proposed group or mass opt-outs will be deemed to be submitted on behalf of the individual signing the form. Any uncertainties about whether a Settlement Class Member is requesting exclusion from the Settlement Class will be submitted to the Court for resolution. Prior to the Final Approval Hearing, the Settlement Administrator shall provide the Court, Class Counsel, and MNAO's Counsel with a list identifying each Settlement Class Member who submitted an exclusion request together with copies of the exclusion requests, and a declaration attesting to the completeness and accuracy thereof.

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17. Motion for Attorneys' Fees, Costs and Expenses, and Service Awards; Final Approval Motion; Response to Objection(s). At least 21 days before the Objection Deadline, Class Counsel may file a motion for an award of attorneys' fees, reimbursement of litigation costs and expenses, and class representative Service Awards. No later than 14 days after the Objection Deadline, Class Counsel must file the motion, supporting brief, and supporting documents in support of a request for final approval of the Settlement, and response(s) to any Objection to the Settlement.

18. Reasonable Procedures. Class Counsel and MNAO's Counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this Order or the Settlement Agreement, including making, without further approval of the Court, minor changes to the form or content of the Class Notice(s), and other exhibits that they jointly agree are reasonable or necessary.

19. Extension of Deadlines. Upon application of the Parties, the deadlines set forth in this Order may be extended by order of the Court, without further notice to the Settlement Class. Settlement Class Members must check the Settlement Website (www.MazdaInfotainmentSettlement.com) regularly for updates and further details regarding extensions of these deadlines. The Court reserves the right to adjourn or continue the Final Approval Hearing, and/or to extend the deadlines set forth in this Order, without further notice of any kind to the Settlement Class.

20. Final Approval Hearing. A Final Approval Hearing will be held by this Court [**no earlier than 165 days after entry of this Preliminary Approval Order**] in the Courtroom of the Honorable Benjamin Beaton, the United States District Court, Western District of Kentucky located at Gene Snyder United States Courthouse, 601 West Broadway, Room 266, Louisville, KY 40202-2227, at _____.m. on _____, 2024, to determine: (a) whether the

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Settlement should be approved as fair, reasonable, and adequate; (b) whether a Final Approval Order and Judgment should be entered; (c) whether to approve the motion for class representative Service Awards for and an award of attorneys' fees and litigation expenses and costs; and (d) any other matters that may properly be brought before the Court in connection with the Settlement. The Court may approve the Settlement with such modifications as the Parties may agree to, if appropriate, without further notice to the Class.

21. If Effective Date Does Not Occur. In the event that the Effective Date does not occur, certification shall be automatically vacated and this Preliminary Approval Order, and all other orders entered and releases delivered in connection herewith, shall be vacated and shall become null and void.

22. The table below reflects the relevant time periods set forth in the Settlement Agreement and this Order:

<u>Event</u>	<u>Timeframe</u>
Notice Date	_____ [75 days after entry of Preliminary Approval Order]
Plaintiffs' Motion for Fees and Expenses Award, and Service Awards	_____ [at least 21 days prior to Objection Deadline]
Objection Deadline	_____ [60 days after Notice Date]
Opt-Out Deadline	_____ [60 days after Notice Date]
Plaintiffs' Motion for Final Approval	_____ [no later than 14 days after Objection Deadline]
Settlement Administrator Declaration re: Class Notice	_____ [at least 14 days prior to Final Approval Hearing]
Claims Period/Deadline	_____ [90 days after Notice Date]
Final Approval Hearing	_____ [a date on or after 165 days after entry of the Preliminary Approval Order]

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23. The Court may modify the dates above if good cause exists, and the Court may adjourn the Final Approval Hearing without further notice to Settlement Class Members; however, any changes to deadlines shall be posted on the Settlement Website.

SO ORDERED:

Date: _____

Honorable Benjamin Beaton
United States District Judge

EXHIBIT 2

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF KENTUCKY**

CATHERINE DUFFY, MATTHEW	:	
EDLIN, LAWRENCE MULCAHY,	:	
PAULA HALL, individually and on	:	
behalf of all others similarly situated,	:	No.3:24-cv-388-BJB
	:	
Plaintiffs,	:	
	:	
v.	:	
	:	
MAZDA MOTOR OF AMERICA, INC.	:	CLASS ACTION
D/B/A MAZDA NORTH AMERICAN	:	
OPERATIONS,	:	
	:	JURY TRIAL DEMANDED
Defendant.	:	
	:	

**DECLARATION OF BENJAMIN F. JOHNS IN SUPPORT OF
PLAINTIFFS’ UNOPPOSED MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT**

I, Benjamin F. Johns, declare as follows:

1. I am a partner at the law firm of Shub & Johns LLC (“S&J”) and a member in good standing of the bars of the State of New Jersey and the Commonwealth of Pennsylvania. I submit this declaration in support of Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement in this action, as memorialized in the Settlement Agreement filed concurrently herewith.¹ I make the following declaration based on my own personal knowledge and, if called upon as a witness, I could and would competently testify as follows.

¹ Unless otherwise noted, all capitalized terms not separately defined herein have the meaning ascribed to them in the Settlement Agreement.

INTRODUCTION

2. The proposed Settlement is the product of arduous, arms-length negotiations between experienced counsel after comprehensive investigation, four mediation sessions with an experienced mediator Hon. Dickran Tezrivian (Ret.) of JAMS, substantial confirmatory discovery, and extensive negotiation efforts between Class Counsel and counsel for Mazda Motor of America, Inc. d/b/a Mazda North American Operations (“Mazda”). The Settlement secures significant recovery for the Class Members, eliminates the risks of protracted litigation and, under the circumstances, is an excellent class action settlement result.

3. The Settlement, if approved, would resolve all claims of Plaintiffs and Settlement Class Members against Mazda and the Released Parties related to an alleged defect in the Mazda Connect infotainment system.

4. In summary, the Settlement would provide significant benefits to the Settlement Class through a two-year, unlimited mileage Limited Warranty Extension comprised of potential Software Updates or, if necessary, replacements of Mazda Connect hardware. All Class Members will automatically receive the Limited Warranty Extension benefit. The Settlement also provides a claims process to provide any Class Members who previously incurred certain expenses with the opportunity to claim reimbursement of Out-of-Pocket expenses for certain Mazda Connect Software Updates, for Mazda Connect hardware, and/or for replacement of an “SD Card.”

5. For all the reasons explained herein, I fully endorse the proposed Settlement as fair, reasonable, and adequate, and in the best interests of the proposed Settlement Class.

THE LITIGATION AND PRE-MEDIATION SETTLEMENT NEGOTIATIONS

6. My co-counsel and I had several discussions with Mazda over the course of months concerning the scale and scope of the issues identified in a pre-suit demand letter. On January 24,

2022, I sent a letter to Mazda's legal department providing Mazda with pre-litigation notice pursuant the Kentucky Consumer Protection Act, § 367.110 *et seq.* and the Uniform Commercial Code. The letter described the technical failures that (now-Plaintiff) Catherine Duffy had experienced in the Mazda Connect System in her 2018 Mazda3 Hatchback. These issues included intermittent rebooting, freezing, and the sporadic failure of the vehicle's navigation system. Mazda provided a written response to our letter on February 17, 2022, and then again on April 11, 2022. During the parties' preliminary discussions, we advised Mazda that we were contacted by several other Mazda vehicle owners who reported having experienced issues like those described by Ms. Duffy.

7. The parties continued to investigate the issues associated with Mazda Connect in additional models, collected data from their respective clients, and convened numerous phone calls to discuss their findings. Recognizing that the statute of limitations was running with respect to the potential claims of Ms. Duffy and those similarly situated to her, the parties entered into a tolling agreement on July 22, 2022.² This agreement was entered into on behalf of Mazda and (a) Ms. Duffy; (b) other individuals represented by her counsel; and (c) a group comprised of purchasers/lessors of Mazda3 2016-2018, Mazda6 2016-2017, Mazda CX-3 2016-2017, and Mazda CX-5 2016-2019 Vehicles.

8. After several more months of discussions and exchanges of information, the parties agreed to participate in a mediation with Judge Tevrizian of JAMS on January 10, 2023. In advance of that session, on November 1, 2022, Plaintiffs' counsel sent Mazda's lawyers a comprehensive list of requests for information and documents to help guide the settlement discussions and assist

² As the parties continued their protracted negotiations and exchange of information during this process, they entered into an Amended Tolling Agreement on May 24, 2023. Among other things, this Amended Tolling Agreement expanded the covered models.

us in formulating a settlement demand. After executing a confidentiality agreement on or around December 6, 2022, Mazda began producing materials to Plaintiffs' counsel. Mazda ultimately produced, and Class Counsel reviewed, approximately 773 pages of documents and 11 large excel worksheets. These documents ranged in date from 2013 to 2022 and included service alerts, technical service bulletins, information about Mazda Connect Software Updates, warranty claims data, and relevant Mazda emails and other communications with its dealers.

9. Also in advance of that mediation, my co-counsel and I filed a putative class action concerning the Mazda Connect system on December 23, 2022. *Duffy, et al. v. Mazda Motor of America, Inc. et al.*, Case No. 30-2022-01298682-CU-BC-CXC (the "California complaint"). The California complaint was a class action and sought to represent a nationwide class of purchasers and lessees of Mazda3 2014-2018; Mazda6 2016-2021; Mazda CX-3 2016-2021; Mazda CX-5 2016-2020; Mazda CX-9 2016-2020; and Mazda MX-5 2016-2021.

MEDIATION AND CONFIRMATORY DISCOVERY

10. The parties participated in an all-day virtual mediation with Judge Tevrizian (Ret.) on January 10, 2023. While the parties made progress on the general parameters for a resolution, the case did not settle at the conclusion of this session. Instead, Plaintiffs' counsel asked Mazda for additional information and data to facilitate further negotiations.

11. The parties participated in a second mediation session with Judge Tevrizian on April 25, 2023. Although the second mediation session was productive, it too did not result in a settlement. By this point though, the parties had narrowed many of the issues and obtained a better understanding of their respective positions on settlement. Specifically, the parties reached agreement on the scope of affected models; the nature of the class wide relief (an extended warranty and expense reimbursement program); the length of the extended warranty (two years

and unlimited mileage); and the type of expenses and Mazda Connect symptoms that would be covered by the settlement.

12. In view of the progress made at the second mediation and the confirmatory discovery that remained to be completed, the parties informally agreed to stay the prosecution of the California complaint while they continued to negotiate a potential settlement. Ultimately, after agreeing to an expanded tolling agreement, Plaintiffs voluntarily dismissed the California complaint without prejudice on May 25, 2023. After numerous additional months of finalizing the details of a settlement, in October 2023 the parties reached agreement on the material terms of the settlement in a term sheet.

13. At no point prior to reaching a settlement in principle did the parties discuss or negotiate the issue of Plaintiffs' attorneys' fees, litigation costs and expenses, or service awards for the four Named Plaintiffs. The parties were unable to reach agreement on these issues and, accordingly, agreed to return to Judge Tevrizian for a third mediation session on January 16, 2023. With Judge Tevrizian's guidance, the Parties were able to reach an agreement on a combined \$11,500 in Service Awards to each of the Named Plaintiffs (\$4,000 for Plaintiff Duffy, who had her vehicle inspected by Mazda, and \$2,500 for each of the other three Plaintiffs).

14. On April 30, 2024, the Parties returned to Judge Tevrizian for a fourth mediation session to resolve their dispute on the amount of attorneys' fees and litigation costs and expenses. At the end of the session, Judge Tevrizian made a mediator's proposal, which both parties subsequently accepted on May 6, 2024. All negotiations were conducted at arm's length and in good faith.

15. Confirmatory discovery in this Litigation and throughout the negotiation process was substantial and robust. As noted above, Mazda produced 773 pages of documents and 11 Excel

files that were responsive to Plaintiffs' requests for information relevant to the Settlement, and Plaintiffs' counsel carefully reviewed these documents. Through the confirmatory discovery process, we have confirmed that all Settlement Class Vehicles are equipped with the Mazda Connect infotainment system, and that there nearly 1.7 million Settlement Class Vehicles.

16. The Limited Warranty Extension is not subject to a mileage limitation, which is significant because as part of confirmatory discovery, Mazda estimated that the majority of the Class Vehicles are outside of the New Vehicle Limited Warranty based on either age or mileage (or both).

17. The Limited Warranty Extension's coverage is limited to Software Updates and CMU repair/replacement because confirmatory discovery has confirmed that most complaints and warranty claims made about the issues alleged with Mazda Connect are resolved with Software Updates and CMU replacements.

SETTLEMENT ADMINISTRATION AND CLASS NOTICE

18. Upon reaching agreement on the terms of a settlement, Plaintiffs' counsel initiated a competitive bidding process among several nationally known settlement claims administrators. JND was selected by both parties at the conclusion of the request for proposal process.

19. Proposed Class Counsel—who have litigated hundreds of class actions to settlement—and their firms have previously worked with JND on different automobile class action settlements.

SHUB & JOHNS LLC’S FIRM EXPERIENCE

20. I became a partner at Shub & Johns LLC (previously known as Shub Law Firm LLC) on November 28, 2022.³ I have been a consumer-side Plaintiffs’ lawyer for my entire career. Examples of such cases in which I have served as lead or co-lead counsel are set forth below:

- *In re: MacBook Keyboard Litigation*, No. 18-cv-2813 (N.D. Cal.) (I took and defended numerous depositions and successfully argued two motions to dismiss and co-argued plaintiffs’ motion for class certification in this widely-covered case against Apple which ultimately settled for a \$50 million common fund. In granting final approval to the settlement, the district court wrote that plaintiffs’ counsel “achieved excellent results for the class);
- *Hughes v. UGI Storage Co.*, 263 A.3d 1144 (Pa. 2021) (I argued this precedent-setting *de facto* takings matter before the Pennsylvania Supreme Court, in which I secured a 6-0 reversal of the underlying Commonwealth Court decision that had affirmed the trial court’s dismissal of the case);
- *Udeen v. Subaru of Am., Inc.*, 18-17334 (RBK/JS) (D.N.J.) (I was co-lead counsel in this consumer class action involving allegedly defective infotainment systems in certain Subaru automobiles, which resulted a settlement valued at \$6.25 million. At the hearing granting final approval of the settlement, the district court commented that the plaintiffs’ team “are very skilled and very efficient lawyers...They’ve done a nice job.”);
- *In re Nexus 6P Product Liability Litig.*, No. 5:17-cv-02185-BLF (N.D. Cal.) (I served as co-lead counsel – and argued two of the motions to dismiss – in this defective smartphone class action. The case resulted in a settlement valued at \$9.75 million, which Judge Beth Labson Freeman described as “substantial” and an “excellent resolution of the case.”);
- *In re MyFord Touch Consumer Litig.*, No. 13-cv-03072-EMC (N.D. Cal.) (I served as court-appointed co-lead counsel in this consumer class action concerning allegedly defective MyFord Touch infotainment systems, which settled for \$17 million shortly before trial, and after Plaintiffs had largely prevailed on class certification and summary judgment); and
- *Weeks v. Google LLC*, 5:18-cv-00801-NC, 2019 U.S. Dist. LEXIS 215943 (N.D. Cal. Dec. 13, 2019) (I was co-lead counsel—and successfully argued against a motion to dismiss—in this defective smartphone class action. A \$7.25 million settlement

³ See “Class Action-Focused Shub Law Adds Data Breach Specialist.” <https://www.law360.com/pulse/articles/1552742> (last visited January 12, 2023).

was reached, which Magistrate Judge Nathanael M. Cousins described as being an “excellent result.”).

21. In addition to the cases listed above, I have been appointed lead or co-lead counsel in numerous data breach class actions. *See, e.g. In re CorrectCare Data Breach Litig.*, No. CV 5:22-319-DCR, 2024 WL 1403075 (E.D. Ky. Apr. 1, 2024) (appointing me as one of the co-lead counsel in a \$6.49 million settlement pending before Chief Judge Danny C. Reeves); *Meyers v. Onix Grp., LLC*, No. CV 23-2288-KSM, 2023 WL 4630674, at *2 (E.D. Pa. July 19, 2023) (“Mr. Johns, specifically, has almost 20 years of experience with complex class action cases and has been appointed Lead Counsel in data breach cases over a dozen times in various jurisdictions across the country”) (collecting cases).

22. S&J attorneys enjoy a strong reputation in the practice of complex and class action litigation. Our firm is based in Conshohocken, PA and our practice focuses on complex consumer protection and employment class action litigation. In our work we keep fully abreast of the status of consumer protection and employment class action litigation in the federal courts across the nation. Our firm resume is attached hereto as **Exhibit A**.

23. In sum, S&J has decades of experience in the prosecution of class actions, including automotive defects and consumer products cases such as this action. Given S&J’s proven track record of experience and results, and its specific expertise in consumer protection litigation, my firm can more than adequately represent the putative class.

I hereby certify that the foregoing is true and correct.

Executed at Upper Darby, Pennsylvania on June 28, 2024.



Benjamin F. Johns

EXHIBIT A



SHUB & JOHNS LLC

Four Tower Bridge
200 Barr Harbor Drive
Suite 400
Conshohocken, PA 19428

(610) 477-8380
SHUBLAWYERS.COM
INFO@SHUBLAWYERS.COM



Jonathan Shub is a co-founder of Shub & Johns LLC. Mr. Shub graduated from American University (Washington, D.C.), B.A., in 1983 and Delaware Law School of Widener University (now Widener University Delaware School of Law), cum laude, in 1988. While enrolled in Delaware Law School of Widener University, he served as the Law Review Articles Editor. Jon was a Wolcott Fellow Law Clerk to the Hon. Joseph T. Walsh, Delaware Supreme Court in 1988. He is a member of the American Association of Justice (past chairman of class action litigation section), the American Bar Association and the Consumer Attorneys of California. Jon was named a Pennsylvania SuperLawyer from 2005-2009 and 2011-2019. Jon is also an active member of his local synagogue and an avid political fundraiser.

Jon is recognized as one of the nation's leading class action consumer rights lawyers, based on his extensive experience and successes representing classes of individuals and businesses in a vast array of matters involving unlawful conduct. Jon has gained notable attention in the area of defective consumer electronics and computer hardware as a result of many leadership positions in federal and state cases against companies such as Hewlett-Packard, Maytag, IBM and Palm. In fact, Maximum PC Magazine, a leading industry publication, said years back that "Shub is becoming renowned for orchestrating suits that have simultaneously benefited consumers and exposed buggy hardware." He also has vast experience in mass tort class actions such as Vioxx, light tobacco litigation, and in consumer class actions such as energy deregulation. He is currently heavily involved in litigation on behalf of businesses that were denied insurance coverage involving COVID-19.

Jon launched his career in the Washington office of Fried, Frank, Harris, Shriver & Jacobson, where he worked on complex commercial matters including corporate investigations and securities litigation. He then moved into a practice of consumer protection and advocacy. Prior to joining Kohn, Swift & Graf, P.C., Jon was the resident partner in the Philadelphia office of Seeger Weiss LLP. He is a frequent lecturer on cutting edge class action issues, and is a past chairman of the Class Action Litigation Group of the American Association for Justice. Jon regularly appears in state and federal courts nationwide, and in many high profile consumer protection cases. Jon's leadership roles require him to develop the theories of liability for the entire class as well as the overall trial strategy for the cases. Most recently, Jon was co-lead and co-trial counsel in a case against municipality for violation of a state privacy law. The case was tried before U.S. District Judge Wendy Beetlestone, and resulted in a jury award of approximately \$68,000,000 to the Class.

Jon's experience in class action litigation includes the following leadership positions:

- *Austin v. Kiwi Energy NY, LLC*, Index No. 515350/2017 (N.Y. Super. Kings Cty.) (ECF No. 66) (preliminarily approving class action settlement against KIWI Energy LLC for deceptive advertising of residential energy prices and appointing Mr. Shub as Class Counsel);
- *Mercado v. Verde Energy USA, Inc.*, No. 18-cv-2068 (N.D. Ill. Aug. 18, 2021) (ECF No. 136) (court approved a settlement involving all individual residential consumers who enrolled in Verde Energy's variable rate electricity plan in connection with properties located in New York, Massachusetts, Illinois, New Jersey, Ohio or

Pennsylvania arising out of allegations of deceptive advertising of residential energy practices);

- *In re: AZEK Building Products Inc. Marketing and Sales Practices Litigation*, MDL No. 2506, Civil Action No. 2:12-cv-06627-MCA-MAH, (D.N.J.) (ECF 219) (appointed as co-lead class counsel in settled national litigation against CPG International for deceptive advertising in connections with deceptive advertising of AZEK-branded decking products);
- *Tennille v. Western Union Company*, No. 09-cv-00938 (D. Colo.) (ECF No. 175) (appointed as part of the executive committee counsel in settled national litigation against Western Union for deceptive practices in connection with money transfers);
- *In re Facebook PPC Advertising Litig.*, No. 09-cv-3043 (N.D. Cal.) (ECF No. 56) (appointed as co-lead class counsel and as a member of the Plaintiffs' Executive Committee in litigation against Facebook for deceptive advertising practices); and
- *In re: Palm Treo 600 and 650 Litig.*, No. 05-cv-3774 (N.D. Cal.) (ECF No. 18) (appointed as co-lead counsel in a national class action involving defective smart phones).

Publications and Presentations:

- Moderator, Class Actions, Annual Meeting of American Association of Justice, 2015, 2016
- Speaker, Class Actions, Annual Meeting of American Association of Justice, 2015, 2016
- Speaker, "Finding the Right Class Action", New Jersey Association of Justice, June, 2016
- Speaker, "Nuts and Bolts of MDL Practice", Class Action Symposium, Chicago, Illinois, June, 2016
- Speaker, Computer Technology and Consumer Products Class Actions", Consumer Attorneys of California 46th Annual Convention, November 2007
- Frequent speaker, American Association for Justice (formerly ATLA)
- Author, Distinguishing Individual from Derivative Claims in the Context of Battles for Corporate Control", 13 Del. J. Corp. L 579 (1998)
- Author, "Shareholder Rights Plans? Do They Render Shareholders Defenseless Against Their Own Management", 12 Del J. Corp, L. 991 (1997)
- Co-author, "Once Again, the Court Fails to Rein in RICO", Legal Times (April 27, 1992)
- Co-author, "Failed One-Share, One Vote Rule Let SEC Intrude in Boardroom", National LawJournal (October 8, 1990).



Benjamin F. Johns, a co-founding partner at Shub & Johns LLC, is a consumer protection advocate with nearly two decades of litigation experience. He is admitted to practice in all of the state and federal courts in Pennsylvania and New Jersey, and has personally argued in the Third Circuit, the D.C. Circuit, PA Supreme Court, and PA Commonwealth Court. Over the course of his career, Mr. Johns has taken and defended hundreds of depositions, argued and won dispositive motions (including contested motions for class certification), and been appointed to leadership positions by various courts across the country. He was recently described by the legal publication Law360 as being a “data breach specialist.” He was the lead litigator at his prior firm in a case against Apple which resulted in a \$50 million settlement and was the No. 1 ranked Consumer Fraud settlement in California for 2022 by TopVerdict.com.

Mr. Johns is currently serving as court appointed interim co-lead counsel in several consumer data breach class actions, including:

- *Nelson v. Connexin Software Inc. d/b/a Office Practicum*, No. 2:22-cv-04676-JDW (E.D. Pa.);
- *In re NCB Management Services, Inc. Data Breach Litig.*, No. 2:23-cv-1236-KNS (E.D. Pa.);
- *In re Onix Group, LLC Data Breach Litig.* No. 23-2288-KSM (E.D. Pa.);
- *In re CorrectCare Data Breach Litig.*, No. 5:22-319-DCR (E.D. Ky.);
- *In re Community Health Systems, Inc. Data Sec. Litig.*, No. 3:23-cv-00285 (M.D. Tenn.);
- *In re R&B Corporation of Virginia d/b/a Credit Control Corporation, Data Security Breach Litig.*, No. 4:23-CV-66 (E.D. Va.);
- *Salinas et al. v. Southwest Louisiana Hospital Association, d/b/a Lake Charles Memorial Health System*, No. 20213-0090 D (La. J. D. Ct.);
- *In re Hope Coll. Data Sec. Breach Litig.*, No. 1:22-CV-01224-PLM (W.D. Mich.);
- *Guarnaschelli et al. v. East River Medical Imaging, P.C.*, Index No. 656099/2023 (N.Y. Sup. Ct.);
- *Culp v. Fitzgibbon Hospital*, No. 23SA-CV00020 (Mo. Cir. Ct.);
- *In Re Wright & Filippis, LLC Data Security Breach Litigation*, No. 2:22-cv-12908 (E.D. Mich.); and
- *Gravley, Sr. v. Fresenius Vascular Care, Inc.*, No. 2:24-cv-1148 (E.D. Pa).

Mr. Johns was elected by fellow members of the Philadelphia Bar Association to serve a three-year term on the Executive Committee of the organization’s Young Lawyers Division. He also served on the Editorial Board of the Philadelphia Bar Reporter and the Board of Directors for the Dickinson School of Law Alumni Society. Mr. Johns has been published in the Philadelphia Lawyer magazine and the Philadelphia Bar Reporter. While in college, Mr. Johns was on the varsity basketball team and spent a semester studying abroad in Osaka, Japan. He graduated from Harriton High School in 1998 as the then all-time leading scorer in the history of the boys’ basketball program. Ben has been named a “Lawyer on the Fast Track” by The Legal Intelligencer, a “Top 40 Under 40” attorney by The National Trial Lawyers, and a Pennsylvania “Rising

Star”/”Super Lawyer.”

Over the course of his career, Mr. Johns has provided substantial assistance in the prosecution of the following cases:

- *In re Macbook Keyboard Litig.*, No. 5:18-cv-02813-EJD (N.D. Cal.) (Mr. Johns took and defended numerous depositions and successfully argued two motions to dismiss and co-argued plaintiffs’ motion for class certification in this widely-covered case against Apple which ultimately settled for a \$50 million common fund. In granting final approval to the settlement, the district court wrote that plaintiffs’ counsel “achieved excellent results for the class.”)
- *Kostka v. Dickey’s Barbecue Restaurants Inc.*, No. 3:20-CV-03424-K (N.D. Tex.) (Mr. Johns served as co-lead counsel in this consumer data breach case which resulted in a \$2.35 million common fund settlement).
- *Udeen v. Subaru of Am., Inc.*, No. 18-17334 (RBK/JS) (D.N.J.) (Mr. Johns was co-lead counsel in this consumer class action involving allegedly defective infotainment systems in certain Subaru automobiles, which resulted a settlement valued at \$6.25 million. At the hearing granting final approval of the settlement, the district court commented that the plaintiffs’ team “are very skilled and very efficient lawyers...They’ve done a nice job.”)
- *Breneman v. Keystone Health*, Case No. 2023-618 (Pa. Ct. Com. Pl.) (Mr. Johns was co-lead counsel in this medical data breach class action which resulted in a \$900,000 common fund settlement).
- *Hughes v. UGI Storage Co.*, 263 A.3d 1144 (Pa. 2021) (Mr. Johns argued this precedent-setting *de facto* takings matter before the Pennsylvania Supreme Court in October of 2021, in which he secured a 6-0 reversal of the underlying Commonwealth Court decision that had affirmed the trial court’s dismissal of the case)
- *In re Nexus 6P Product Liability Litig.*, No. 5:17-cv-02185-BLF (N.D. Cal.) (Mr. Johns served as co-lead counsel – and argued two of the motions to dismiss – in this defective smartphone class action. The case resulted in a settlement valued at \$9.75 million, which Judge Beth Labson Freeman described as “substantial” and an “excellent resolution of the case.”)
- *In re MyFord Touch Consumer Litig.*, No. 13-cv-03072-EMC (N.D. Cal.) (Mr. Johns served as court-appointed co-lead counsel in this consumer class action concerning allegedly defective MyFord Touch infotainment systems, which settled for \$17 million shortly before trial.)
- *Weeks v. Google LLC*, 5:18-cv-00801-NC, 2019 U.S. Dist. LEXIS 215943, at *8-9 (N.D. Cal. Dec. 13, 2019) (Mr. Johns was co-lead counsel – and successfully argued against a motion to dismiss – in this defective smartphone class action. A \$7.25 million settlement

was reached, which Magistrate Judge Nathanael M. Cousins described as being an “excellent result.”)

- *Gordon v. Chipotle Mexican Grill, Inc.*, No. 17-cv-01415-CMA-SKC (D. Colo.) (Mr. Johns served as co-lead counsel of behalf of a class of millions of cardholders who were impacted by a data breach at Chipotle restaurants. After largely defeating a motion to dismiss filed by Chipotle, the case resulted in a favorable settlement for affected consumers. At the final approval of the settlement, the district court noted that class counsel has “extensive experience in class action litigation, and are very familiar with claims, remedies, and defenses at issue in this case.”)
- *Bray et al. v. GameStop Corp.*, 1:17-cv-01365-JEJ (D. Del.) (Mr. Johns served as co-lead counsel for consumers affected by a data breach at GameStop. After largely defeating a motion to dismiss, the case was resolved on favorable terms that provided significant relief to GameStop customers. At the final approval hearing, the District Judge found the settlement to be “so comprehensive that really there’s nothing else that I need developed further,” that “the settlement is fair,” “reasonable,” and “that under the circumstances it is good for the members of the class under the circumstances of the claim.”)
- *In re: Elk Cross Timbers Decking Marketing, Sales Practices and Products Liability Litig.*, No. 15-cv-18-JLL-JAD (D.N.J.) (Mr. Johns served on the Plaintiffs’ Steering Committee in this MDL proceeding, which involved allegedly defective wood-composite decking, and which ultimately resulted in a \$20 million settlement.)
- *In re Checking Account Overdraft Litig.*, No. 1:09-MD-02036-JLK (S.D. Fla.) (Mr. Johns was actively involved in these Multidistrict Litigation proceedings, which involve allegations that dozens of banks reorder and manipulate the posting order of debit transactions. Settlements collectively in excess of \$1 billion were reached with several banks. Mr. Johns was actively involved in prosecuting the actions against U.S. Bank (\$55 million settlement) and Comerica Bank (\$14.5 million settlement).)
- *Physicians of Winter Haven LLC, d/b/a Day Surgery Center v. STERIS Corporation*, No. 1:10-cv-00264-CAB (N.D. Ohio) (Mr. Johns was the primary associate working on this case which resulted in a \$20 million settlement on behalf of hospitals and surgery centers that purchased a sterilization device that allegedly did not receive the required pre-sale authorization from the FDA.)
- *West v. ExamSoft Worldwide, Inc.*, No. 14-cv-22950-UU (S.D. Fla.) (Mr. Johns was co-lead counsel in this case which resulted in a \$2.1 million settlement on behalf of July 2014 bar exam applicants in several states who paid to use software for the written portion of the exam which allegedly failed to function properly)
- *Henderson v. Volvo Cars of North America, LLC*, No. 2:09-cv-04146-CCC-JAD (D. N.J.) (provided substantial assistance in this consumer automobile case that settled after the plaintiffs prevailed, in large part, on a motion to dismiss)

- *In re Marine Hose Antitrust Litig.*, No. 08-MDL-1888 (S.D. Fla.) (settlements totaling nearly \$32 million on behalf of purchasers of marine hose.)
- *In re Philips/Magnavox Television Litig.*, No. 2:09-cv-03072-CCC-JAD (D. N.J.) (settlement in excess of \$4 million on behalf of consumers whose flat screen televisions failed due to an alleged design defect. Mr. Johns argued against one of the motions to dismiss.)
- *Allison, et al. v. The GEO Group*, No. 2:08-cv-467-JD (E.D. Pa.), and *Kurian v. County of Lancaster*, No. 2:07-cv-03482-PD (E.D. Pa.) (settlements totaling \$5.4 million in two civil rights class action lawsuits involving allegedly unconstitutional strip searches at prisons)



Samantha E. Holbrook, a partner at Shub & Johns LLC, has extensive experience in consumer protection class action litigation. Prior to joining the firm, Ms. Holbrook practiced at two different national class action law firms where she represented consumers and investors in nationwide class actions. Ms. Holbrook has experience handling and litigating all aspects of the prosecution of national class action litigation asserting claims under state and federal law challenging predatory lending practices, product defects, breach of fiduciary duty, antitrust claims, consumer fraud and unfair and deceptive acts and practices in federal courts throughout the country.

Ms. Holbrook has also obtained favorable recoveries on behalf of multiple nationwide classes of borrowers whose insurance was force-placed by their mortgage services.

Ms. Holbrook received her law degree from Temple University Beasley School of Law. While in law school, she served as the President of the Moot Court Honor Society and President of the Student Animal Legal Defense Fund. She was also a member of Temple's nationally recognized Trial Team. Upon graduating, she served as an adjunct professor for Temple coaching its Trial Team from 2013-2018. Ms. Holbrook received her undergraduate degrees from the Pennsylvania State University in Political Science and Spanish. While in college, Ms. Holbrook spent a semester studying abroad in Sevilla, Spain. She is proficient in Spanish. Ms. Holbrook also currently serves as the Board President for Citizens for a No-Kill Philadelphia, a Philadelphia-based animal welfare advocacy organization, and serves on the Board of Directors of City of Elderly Love, a senior-focused animal rescue organization.

Ms. Holbrook has been recognized by Pennsylvania Super Lawyers as a Rising Star for each year from 2020-2023. She has also been recognized as a Top Young Rising Attorney in Pennsylvania in 2020, and a Pennsylvania & Delaware Top Attorneys Rising Stars in 2021. She is admitted to practice in all federal and state courts in Pennsylvania and New Jersey.

Over the course of her career, Ms. Holbrook has provided substantial assistance in the prosecution of the following cases:

- *In re F21 OPCO LLC Data Breach Litigation*, No. 2:2023-cv-07390 (C.D. Ca.) (appointed as Plaintiffs' Co-lead Counsel in a consumer class action data breach litigation pending in California);
- *Lockhart et al., v. El Centro Del Barrio d/b/a CentroMed*, No. 5:23-cv-01156 (W.D. Tx) (appointed as Plaintiff's Interim Co-Lead Counsel in a consumer class action medical data breach litigation pending in Texas);
- *Krenk v. Murfreesboro Medical Clinic, P.A. D/B/A Murfreesboro Medical Clinic & Surgicenter*, Case No. 75CC1-2023-CV-81005 (Rutherford Cir. Ct.) (appointed to the Plaintiffs' Steering Committee in a consumer class action medical data breach litigation pending in Tennessee);
- *Doe v. Highmark, Inc.*, No. 2:23-cv-00250 (W.D. Pa.) (provisionally appointed as a member of the Plaintiffs' Executive Committee in this medical data breach litigation pending in Pennsylvania);
- *Suarez v. Nissan North America*, No. 3:21-cv-00393 (M.D. Tenn.) (appointed lead class counsel in a consumer class action alleging defective headlamps in Nissan Altima vehicles which reached a settlement valued at over \$50 million that provides reimbursements, free repairs, and an extended warranty);
- *Kostka v. Dickey's Barbecue Restaurants, Inc.*, No. 3:20-cv-03424-K (N.D. Tex.) (appointed as additional interim class counsel on behalf of consumers whose sensitive payment card information was exposed in a data breach at Dickey's restaurant chains);
- *In re Wawa, Inc. Data Security Litig.*, No. 2:19-cv-06019-GEKP (E.D. Pa.) (achieved \$12 million settlement on behalf of consumers whose sensitive payment card information was exposed to criminals as part of a highly-publicized data breach);
- *Lacher et al v. Aramark Corp.*, 2:19-cv-00687 (E.D. Pa. 2019) (represented a class of Aramark's current and former managers alleging that Aramark breached its employment contracts by failing to pay bonuses and restricted stock unit compensation to managers nationwide);
- *Turner v. Sony Interactive Entertainment LLC*, No. 4:21-cv-02454-DMR (N.D. Cal.) (class action lawsuit alleging that Sony's PlayStation 5 DualSense Controller suffers from a "drift defect" that results in character or gameplay moving on the screen without user command or manual operation of the controller thereby compromising its core functionality);
- *Board of Trustees of the AFTRA Retirement Fund, et al. v. JPMorgan Chase Bank, N.A.*, 09-CV-686 (SAS), 2012 WL 2064907 (S.D.N.Y. June 7, 2012) (approving \$150 million settlement); and
- *In re 2008 Fannie Mae ERISA Litigation*, Case No. 09-cv-1350 (S.D.N.Y.) (\$9 million settlement on behalf of participants in the Federal National Mortgage Association Employee Stock Ownership Plan).



Andrea Bonner is an Associate at Shub & Johns. She received her law degree from the Villanova University Charles Widger School of Law where she wrote for the Environmental Law Journal. Following graduation, she clerked for the Honorable Judge Pereksta of the New Jersey Superior Court. She then practiced Labor and Employment law at a regional mid-sized firm that is headquartered in Philadelphia. During this time, Andrea became interested in plaintiff work and the ability to advocate for clients no matter their background or circumstances. Andrea is an enthusiastic member of the Shub & Johns' team and looks forward to working alongside her colleagues on Class Action claims.



Damian Gomez joined Shub & Johns LLC as an intake paralegal in March 2022. Damian graduated from the University of Texas at Austin in 2021 with a Bachelor's degree in History with a focus on Classical Studies, as well as a Certificate in Creative Writing. Damian's prior professional experiences include building relationship and communication skills with clientele while working as an Intake Specialist at Filevine, a legal software company. Various courses in copywriting and email marketing have alike prepared him for his initial role as intake paralegal at Shub & Johns.

Damian's current title at Shub & Johns is Client Intake Specialist. His responsibilities include conducting widespread investigations and initial research into potential class action and consumer protection cases, interviewing and vetting potential clients and class representatives, and assisting in legal projects as necessary. Aside from legal assistance, Damian manages Shub & Johns's Marketing and Outreach ventures, writes for and oversees the Shub & Johns's website content, and runs Shub & Johns social media accounts.



Lacey Russo began her career in the legal field in 2001, working in the Intellectual Property group at an international AmLaw 100 firm. She continued working on complex litigation matters, including consumer protection, ERISA, antitrust and fiduciary duty protection for over 15 years at a large plaintiffs' class action law firm before joining Shub & Johns in 2023. Lacey has worked on cases before state, federal and appellate courts across the country. She brings experience in assisting attorneys through every aspect of the litigation process.

Lacey studied at Villanova University and Algonquin College, graduating in 1999 with a bachelor's degree in paralegal studies.

EXHIBIT 3

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF KENTUCKY**

CATHERINE DUFFY, MATTHEW	:	
EDLIN, LAWRENCE MULCAHY,	:	
PAULA HALL, individually and on	:	
behalf of all others similarly situated,	:	No. 3:24-cv-00388-BJB
	:	
Plaintiffs,	:	
	:	
v.	:	
	:	
MAZDA MOTOR OF AMERICA, INC.	:	CLASS ACTION
D/B/A MAZDA NORTH AMERICAN	:	
OPERATIONS,	:	
	:	JURY TRIAL DEMANDED
Defendant.	:	
	:	

**DECLARATION OF ANDREW W. FERICH IN SUPPORT OF
PLAINTIFFS’ UNOPPOSED MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT**

I, Andrew W. Ferich, declare as follows:

1. I am a partner at the law firm of Ahdoot & Wolfson, PC (“AW”), and a member in good standing of the bars of the state of New Jersey, the commonwealth of Pennsylvania, and the District of Columbia. I submit this declaration in support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement in this action, as memorialized in the Settlement Agreement filed concurrently herewith.¹ I make the following declaration based on my own personal knowledge and, where indicated as based on information and belief, that the following statements are true. If called upon as a witness, I could and would competently testify as follows.

¹ Unless otherwise noted, all capitalized terms not separately defined have the meaning ascribed to them in the Settlement Agreement.

INTRODUCTION

2. The proposed Settlement is the product of arduous, arm's length negotiations between experienced counsel after comprehensive investigation and informal exchange of information, four mediation sessions with an experienced mediator Hon. Dickran Tezrivian (Ret.) of JAMS, substantial confirmatory discovery, and extensive negotiation efforts between Class Counsel and counsel for Mazda Motor of America, Inc. d/b/a Mazda North American Operations ("Mazda") (collectively with Plaintiffs, "Parties"). The Settlement secures significant recovery for the Class Members, eliminates the risks of protracted litigation, and is an excellent class action settlement result.

3. The Settlement, if approved, would resolve all class claims against Mazda and the Released Parties related to Mazda Connect infotainment system defect alleged in the action captioned *Duffy, et al. v. Mazda Motor of America, Inc. d/b/a Mazda North American Operations, et al.*, No. 3:24-cv-00388, pending in the United States District Court for the Western District of Kentucky.

4. In summary, the Settlement would provide significant benefits to the Settlement Class through a two-year, unlimited mileage Limited Warranty Extension ("LWE") comprised of potential Software Updates or, if necessary, replacements of Mazda Connect hardware. All Class Members will receive the LWE benefit without submitting a claim. The Settlement also provides a claims process to provide Class Members with the opportunity to claim reimbursement of Out-of-Pocket Expenses for certain Mazda Connect Software Updates, for Mazda Connect hardware, and/or for replacement of an SD Card.

5. For all the reasons explained herein, I fully endorse the proposed Settlement as fair, reasonable, and adequate, and in the best interests of the proposed Settlement Class.

THE LITIGATION AND PRE-MEDIATION SETTLEMENT NEGOTIATIONS

6. My co-counsel and I had several discussions with Mazda over the course of months concerning the scale and scope of the issues identified in a pre-suit demand letter. During the Parties' preliminary discussions, we advised Mazda that we were contacted by several other Mazda vehicle owners who reported having experienced issues like those described by Ms. Duffy.

7. The parties continued to investigate the issues associated with Mazda Connect in additional models, collected data from their respective clients, and convened numerous phone calls to discuss their findings. Recognizing that the statute of limitations was running with respect to the potential claims of Ms. Duffy and those similarly situated to her, the Parties entered into a tolling agreement on July 22, 2022.² This agreement was entered into on behalf of Mazda and (a) Ms. Duffy; (b) other individuals represented by her counsel; and (c) a group comprised of purchasers/lessors of Mazda3 2016-2018, Mazda6 2016-2017, Mazda CX-3 2016-2017, and Mazda CX-5 2016-2019 Vehicles.

8. After several more months of discussions and exchanges of information, the parties agreed to participate in a mediation with Judge Tevrizian (Ret.) of JAMS on January 10, 2023. In advance of that session, on November 1, 2022, Plaintiffs' counsel sent Mazda's lawyers a comprehensive list of requests for information and documents to help guide the settlement discussions and assist Plaintiffs' counsel in formulating a settlement demand. After executing a confidentiality agreement on or around December 6, 2022, Mazda began producing materials to Plaintiffs' counsel. Mazda ultimately produced, and Class Counsel reviewed, approximately 773 pages of documents and 11 large Excel worksheets. These documents ranged in date from 2013 to

² As the parties continued their protracted negotiations and exchange of information during this process, they entered into an Amended Tolling Agreement on May 24, 2023. Among other things, this Amended Tolling Agreement expanded the covered models.

2022 and included service alerts, technical service bulletins, information about Mazda Connect Software Updates, warranty claims data, and relevant Mazda emails and other communications with its dealers.

MEDIATION AND CONFIRMATORY DISCOVERY

9. The parties participated in an all-day virtual mediation with Judge Tevrizian on January 10, 2023. While the parties made progress on the general parameters for a resolution, the case did not settle at the conclusion of the mediation. Instead, Plaintiffs' counsel asked Mazda for additional information and data to facilitate further negotiations.

10. The parties participated in a second mediation session with Judge Tevrizian on April 25, 2023. Although the second mediation session was productive, it too did not result in a settlement. By this point though, the parties had narrowed many of the issues and obtained a better understanding of their respective positions on settlement. Specifically, the parties reached agreement on the scope of affected models (the same as those defined in the *Duffy* California complaint); the nature of the class wide relief (an extended warranty and expense reimbursement program); the length of the extended warranty (two years and unlimited mileage); and the type of expenses and Mazda Connect symptoms that would be covered by the settlement.

11. In view of the progress made at the second mediation and the confirmatory discovery that remained to be completed, the parties informally agreed to stay the prosecution of the *Duffy* case in California state court while they continued to negotiate a potential settlement. Ultimately, after agreeing to an expanded tolling agreement, Plaintiffs voluntarily dismissed the California complaint without prejudice on May 25, 2023. After numerous additional months of finalizing the details of a settlement, in October 2023, the parties reached agreement on the material terms of the settlement in a term sheet.

12. At no point prior to reaching a settlement in principle did the parties discuss or negotiate the issue of Plaintiffs' attorneys' fees, litigation costs and expenses, or Service Awards. The parties were unable to reach agreement on these issues and, accordingly, agreed to return to Judge Tevrizian for a third mediation session on January 16, 2024. With Judge Tevrizian's guidance, the Parties were able to reach an agreement on a combined \$11,500 in Service Awards to each of the Named Plaintiffs (\$4,000 for Duffy, and \$2,500 for each of the other three Plaintiffs).

13. On April 30, 2024, the Parties returned to Judge Tevrizian for a fourth mediation session to resolve their dispute on the amount of attorneys' fees and litigation costs and expenses. The mediation lasted for over 10 hours, but the Parties were not able to reach an agreement. At the end of the session, Judge Tevrizian made a mediator's proposal, which both parties accepted on May 6, 2024. All negotiations were conducted at arm's length and in good faith.

14. Confirmatory discovery in this Litigation and throughout the negotiation process was substantial and robust. Mazda produced 773 pages of documents and 11 large Excel spreadsheets that were responsive to Plaintiffs' requests for information relevant to the Settlement, and Plaintiffs' counsel carefully reviewed these documents. Through the confirmatory discovery process, we have confirmed that all Settlement Class Vehicles are equipped with the Mazda Connect infotainment system, and that there are nearly 1.7 million Settlement Class Vehicles.

15. The LWE is not subject to a mileage limitation, which is significant because as part of confirmatory discovery, Mazda estimated that the majority of the Class Vehicles are outside of the New Vehicle Limited Warranty based on age, mileage, or both.

16. The LWE's coverage is limited to Software Updates and CMU repair/replacement because confirmatory discovery has confirmed that most complaints and warranty claims made about the issues alleged with Connect are resolved with Software Updates and CMU replacements.

CLASS REPRESENTATIVES; SERVICE AWARDS; ATTORNEYS' FEES

17. Plaintiffs will file a separate motion seeking an award of attorneys' fees, litigation expenses and costs, and Class Representative Service Awards, to be paid by Mazda. Class Counsel intends to seek up to \$1,900,000.00 as payment for attorneys' fees, litigation costs, and expenses.

18. Class Counsel will also seek Service Awards for each named Class Representative to compensate them for their extensive participation and attention in this matter. Plaintiffs have negotiated with Mazda to provide Service Awards in the amount of \$4,000 to Plaintiff Duffy, and \$2,500 each to Plaintiffs Edlin, Mulcahy, and Hall. Each Plaintiff has been a dedicated and active participant on behalf of the Settlement Class, putting their name and reputation on the line for the sake of their fellow Settlement Class Members. This recovery would not have been possible without their efforts.

19. Each Plaintiff has been apprised of the Settlement and its terms and fully supports the Settlement, as indicated by their agreement to execute the Settlement.

SETTLEMENT ADMINISTRATION AND CLASS NOTICE

20. JND Legal Administration ("JND") was selected following a request for proposal process to identify the most efficient and cost-effective option.

21. Proposed Class Counsel and their firms have previously worked with JND.

LITIGATION EFFORTS AND WORK ON BEHALF OF THE CLASS

22. I and my firm have stayed abreast of all material developments involving the allegations in the case and issues concerning the alleged Mazda Connect defect. The level of effort my firm undertook to initiate and negotiate a settlement of this matter was substantial and reflects the highest quality of legal work.

23. The attorneys at AW (along with co-counsel) performed the following tasks for the

benefit of Settlement Class Members, among others: identified and investigated the claims and the underlying facts in this lawsuit; spoke with numerous Settlement Class Members; drafted an initial complaint for California state court; voluntarily dismissed that complaint after reaching a tolling agreement with Mazda; served comprehensive document requests upon Mazda; engaged in extensive and substantial pre-mediation settlement negotiations and submitted comprehensive mediation statements to the mediator; engaged in three mediation sessions and protracted settlement negotiations with Mazda; drafted and filed a detailed complaint in this Court; finalized the details of the Settlement; and drafted all the Settlement documents, notice documents, and the motion for preliminary approval papers.

24. Without Class Counsel's proprietary investigations and efforts, Mazda's conduct and violations of law may have gone unnoticed and unaccounted for, and Settlement Class Members would not be able to reap the excellent benefits provided for under this Settlement.

AHDOOT & WOLFSON, PC FIRM EXPERIENCE

25. At all times, AW had the experience, expertise, and resources to effectively litigate any all issues related to this Litigation.

26. In March 1998, Robert Ahdoot and Tina Wolfson founded AW, now a nationally recognized law firm that specializes in complex and class action litigation, with a focus on privacy rights, consumer fraud, anti-competitive business practices, employee rights, defective products, civil rights, and taxpayer rights. The attorneys at AW are experienced litigators who have often been appointed by state and federal courts as lead class counsel, including in multidistrict litigation. In over two decades of its successful existence, AW has successfully vindicated the rights of millions of class members in protracted, complex litigation, conferring hundreds of

millions of dollars to the victims, and affecting real change in corporate behavior. A copy of AW firm's resume is attached hereto as **Exhibit A**.

27. I joined AW as a partner in 2021 at the age of only 33, and already have extensive experience serving in leadership and support roles in complex actions. For example, I have been appointed to leadership positions in numerous automotive and products class actions. In *Udeen, et al. v. Subaru of America, Inc.*, No. 1:18-cv-17334-RBK-JS (D.N.J.), I (along with Mr. Johns, when we were both affiliated with another firm) obtained a settlement valued at more than \$6.25 million on behalf of owners and lessees of Subaru vehicles with allegedly defective Starlink infotainment systems. In *Cilluffo, et al. v. Subaru of America, Inc., et al.*, No. 1:23-cv-01897-RBK-MJS (D.N.J.), I was recently appointed co-lead counsel in a similar lawsuit against Subaru relating to similar alleged defects in Subaru's Starlink infotainment system. In *Steinhardt, et al. v. Volkswagen Group of America, Inc., et al.*, No. 3:23-cv-02291-RK-RLS (D.N.J.), I am appointed co-lead counsel in a class action lawsuit alleging a defective belt start generator in certain Audi automobiles, where a class wide settlement has received preliminary approval. *See also McFadden v. Microsoft Corp.*, No. C20-0640-RSM-MAT, 2020 WL 5642822, at *3 (W.D. Wash. Sept. 22, 2020) (appointed as co-lead counsel in consumer products case).

28. I have played a principal role in prosecuting numerous consumer products class action cases, numerous of which have been with Mr. Johns. *See, e.g., In re Nexus 6P Prods. Liab. Litig.*, No. 5:17-cv-02185-BLF (N.D. Cal.) (helped obtain a \$9.75 million settlement in an action alleging that Google smartphones contained a defect that caused "bootlooping" and sudden battery drain; Mr. Johns was co-counsel); *Weeks, et al. v. Google LLC*, No. 5:18-cv-00801-NC (N.D. Cal.) (helped obtain \$7.25 million settlement granted in a consumer action alleging that Google sold first-generation Pixel smartphones with a known microphone defect; Mr. Johns was co-counsel);

In re: MacBook Keyboard Litig., No: 5:18-cv-02813-EJD (N.D. Cal.) (developed, filed, and assisted in litigating this case alleging that certain Apple MacBook laptop models contain a known defect plaguing the functionality of Apple's notorious butterfly keyboard; this matter ultimately resulted in a \$50 million settlement; Mr. Johns was co-counsel).

29. I also have a robust data privacy practice. I am frequently appointed as lead counsel or to other leadership positions in these cases, and I and the other lawyers at my firm are known to be some of the most experienced data privacy lawyers in the country. For example, I have been at the forefront of the highly publicized Accellion FTA data breach litigation announced in late 2020, and have zealously prosecuted cases against Accellion and three of its customers that were impacted by this massive breach. In one of these settlements, final approval of the settlement was granted, and I was appointed as class counsel. *See Cochran, et al. v. The Kroger Co., et al.*, No. 5:21-cv-01887-EJD (N.D. Cal.), ECF No. 115 (granting final approval of nationwide settlement that provides \$5 million non-reversionary fund and appointing me and AW as co-lead class counsel). In another Accellion case, *Harbour, et al. v. California Health & Wellness Plan, et al.*, No. 5:21-cv-03322-EJD (N.D. Cal.), I obtained a \$10 million common fund settlement against a healthcare provider, which received final approval by the court. *See also Leitermann et al v. Forefront Dermatology SC, et al.*, No. 1:21-cv-00887-LA (E.D. Wis.) (district court granted final approval of a settlement in a medical privacy matter that included a \$3.75 million common fund and appointed me as class counsel); *Smeltz, et al. v. Logan Health, et al.*, No. A-DV-22-0124 (Montana 8th Judicial Dist. Ct., Cascade Cty. Mar. 31, 2022) (medical data breach class action involving PII of hundreds of thousands of Montanans; appointed co-lead counsel and achieved a \$4.3 million common fund settlement that has received final approval); *In re Keystone Data Breach Litig.*, No. 1:22-cv-01643-CCC (M.D. Pa.) (health information data breach impacting

hundreds of thousands of Pennsylvanians, where I am appointed interim co-class counsel; obtained nationwide common fund settlement in state court companion case).

30. AW has achieved excellent results in numerous other consumer class actions.

31. In *Gjonbalaj, et al., v. Volkswagen Group of America, Inc., et al.*, No. 2:19-cv-07165- BMC (E.D.N.Y.), AW was appointed class counsel in a class action settlement relating to allegations that the sunroofs in certain Audi vehicles may be susceptible to water leakage.

32. In *Alvarez v. Sirius XM Radio Inc.*, No. 2:18-cv-08605-JVS-SS (C.D. Cal.) (Selna, J.), a breach of contract class action alleging that defendant did not honor its lifetime subscriptions, AW achieved a nationwide class action settlement conservatively valued at approximately \$420 million. The settlement extended the promised lifetime subscription for the lifetime of class members who have active accounts and provided the opportunity for class members with closed accounts to reactivate their accounts and enjoy a true lifetime subscription or recover \$100. The district court had granted the motion to compel arbitration on an individual basis, and AW appealed. AW reached a nationwide class action settlement minutes prior to oral argument in the Ninth Circuit.

33. In *Eck v. City of Los Angeles*, No. BC577028 (Cal. Super. Ct.) (Hon. Ann I. Jones), AW achieved a \$295 million class settlement in a case alleging that an 8% surcharge on Los Angeles electricity rates was an illegal tax. Final settlement approval was affirmed on appeal in October 2019.

34. As a member of the Plaintiffs' Executive Committee in the *Apple Inc. Device Performance Litigation*, No. 5:18-md-2827-EJD (N.D. Cal.) (Davila, J.), AW helped achieve a nationwide settlement of \$310 million minimum and \$500 million maximum. The case arose from Apple's alleged practice of deploying software updates to iPhones that deliberately degraded the devices' performance and battery life.

35. In the *Dental Supplies Antitrust Litig.*, No. 1:16-cv-00696-BMC-GRB (E.D.N.Y.)

(Cogan, J.), a class action alleging an anticompetitive conspiracy among three dominant dental supply companies in the United States, AW served on the plaintiffs' counsel team that brought in an \$80 million cash settlement for the benefit of a class of approximately 200,000 dental practitioners, clinics, and laboratories.

36. In *Kirby v. McAfee, Inc.*, No. 5:14-cv-02475-EJD (N.D. Cal.) (Davila, J.), a case arising from McAfee's auto renewal and discount practices, AW and co-counsel achieved a settlement that made \$80 million available to the class and required McAfee to notify customers regarding auto-renewals at an undiscounted subscription price and change its policy regarding the past pricing it lists as a reference to any current discount.

37. In *Lavinsky v. City of Los Angeles*, No. BC542245 (Cal. Super. Ct.) (Hon. Ann I. Jones), a class action alleging the city unlawfully overcharged residents for utility taxes, AW certified the plaintiff class in litigation and achieved a \$51 million class settlement.

38. In sum, my firm and I (and co-counsel Mr. Johns and his firm) have led and continue to lead many complex consumer class action cases. AW has decades of experience in the prosecution of class actions, including automotive defects and consumer products cases such as this action. Given AW's proven track record of experience and results, and its specific expertise in consumer protection litigation, my firm can more than adequately represent the putative class.

39. I am, and my firm is, fully aware of the financial and human resources that will be required to bring this case to a successful conclusion through final approval, and the Court should have no reservations that my firm has and is willing to continue to commit those resources for the benefit of the Settlement Class.

I hereby certify that the foregoing is true and correct.

Executed at Radnor, Pennsylvania on June 28, 2024.

/s/ Andrew W. Ferich
ANDREW W. FERICH

EXHIBIT A



Ahdoot & Wolfson, PC (“AW”) is a nationally recognized law firm founded in 1998 that specializes in complex and class action litigation, with a focus on privacy rights, unfair and anti-competitive business practices, consumer fraud, employee rights, defective products, civil rights, and taxpayer rights and unfair practices by municipalities. The attorneys at AW are experienced litigators who have often been appointed by state and federal courts as lead class counsel, including in multidistrict litigation. In over two decades of its successful existence, AW has successfully vindicated the rights of millions of class members in protracted, complex litigation, conferring billions of dollars to the victims, and affecting real change in corporate behavior.

Results

AW has achieved excellent results as lead counsel in numerous complex class actions.

In *Alvarez v. Sirius XM Radio Inc.*, No. 2:18-cv-08605-JVS-SS (C.D. Cal.) (Hon. James V. Selna), a breach of contract class action alleging that defendant did not honor its lifetime subscriptions, AW achieved a nationwide class action settlement conservatively valued at approximately \$420 million. The settlement extended the promised lifetime subscription for the lifetime of class members who have active accounts and provided the opportunity for class members with closed accounts to reactivate their accounts and enjoy a true lifetime subscription or recover \$100. The district court had granted the motion to compel arbitration on an individual basis, and AW appealed. AW reached the final deal points of the nationwide class action settlement minutes prior to oral argument in the Ninth Circuit.

As co-lead counsel in the *Zoom Video Communications, Inc. Privacy Litigation*, No. 5:20-cv-02155 (N.D. Cal.) (Hon. Laurel Beeler), a nationwide class action alleging privacy violations from the collection of personal information through third-party software development kits and failure to provide end to end encryption, AW achieved an \$85 million nationwide class settlement that also included robust injunctive relief overhauling Zoom’s data collection and security practices.

As a member of the Plaintiffs’ Executive Committee in the *Apple Inc. Device Performance Litigation*, No. 5:18-md-2827-EJD (N.D. Cal.) (Hon. Edward J. Davila), AW helped achieve a nationwide settlement of \$310 million minimum and \$500 million maximum. The case arose from Apple’s alleged practice of deploying software updates to iPhones that deliberately degraded the devices’ performance and battery life.

In *Eck v. City of Los Angeles*, No. BC577028 (LASC) (Hon. Ann I. Jones), AW achieved a \$295 million class settlement in a case alleging that an 8% surcharge on Los Angeles electricity rates was an illegal tax. Final settlement approval was affirmed on appeal in October 2019.

As co-lead counsel in the *Experian Data Breach Litigation*, No. 8:15-cv-01592-AG-DFM (C.D. Cal.) (Hon. Andrew J. Guilford), which affected nearly 15 million class members, AW achieved a settlement conservatively valued at over \$150 million. Each class member is entitled to two years of additional premium credit monitoring and ID theft insurance (to begin whenever their current credit monitoring product, if any, expires) plus monetary relief (in the form of either documented losses or a default payment for non-documented claims). Experian is also providing robust injunctive relief. Judge Guilford praised counsel's efforts and efficiency in achieving the settlement, commenting "You folks have truly done a great job, both sides. I commend you."

In *Rivera v. Google LLC*, No. 2019-CH-00990 (Ill Cir. Ct.) (Hon. Anna M. Loftus), a class action arising from Google's alleged illegal collection, storage, and use of the biometrics of individuals who appear in photographs uploaded to Google Photos in violation of the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, *et seq.* ("BIPA"), AW achieved a settlement that establishes a \$100 million non-reversionary cash settlement fund and provides meaningful prospective relief for the benefit of class members.

As an invaluable member of a five-firm Plaintiffs' Steering Committee ("PSC") in the *Premiera Blue Cross Customer Data Sec. Breach Litigation*, No. 3:15-cv-02633-SI (D. Or.) (Hon. Michael H. Simon), arising from a data breach disclosing the sensitive personal and medical information of 11 million Premiera Blue Cross members, AW was instrumental in litigating the case through class certification and achieving a nationwide class settlement valued at \$74 million.

Similarly, in the *U.S. Office of Personnel Management Data Security Breach Litigation*, No. 1:15-mc-1394-ABJ (D.D.C.) (Hon. Amy Berman Jackson), AW, as a member of the PSC, briefed and argued, in part, the granted motions to dismiss based on standing, briefed in part the successful appeal to the D.C. Circuit, and had an important role in a preliminarily approved settlement providing for a \$63 million settlement fund.

In *The Home Depot, Inc., Customer Data Sec. Breach Litigation*, No. 1:14-md-02583-TWT (N.D. Ga.) (Hon. Thomas W. Thrash Jr.), AW served on the consumer PSC and was instrumental in achieving a \$29 million settlement fund and robust injunctive relief for the consumer class.

In *Kirby v. McAfee, Inc.*, No. 5:14-cv-02475-EJD (N.D. Cal.) (Hon. Edward J. Davila), a case arising from McAfee's auto renewal and discount practices, AW and co-counsel achieved a settlement that made \$80 million available to the class and required McAfee to notify customers regarding auto-renewals at an undiscounted subscription price and change its policy regarding the past pricing it lists as a reference to any current discount.

In *Lavinsky v. City of Los Angeles*, No. BC542245 (LASC) (Hon. Ann I. Jones), a class action alleging the city unlawfully overcharged residents for utility taxes, AW certified the plaintiff class in litigation and then achieved a \$51 million class settlement.

As co-lead counsel in *Berman v. Gen. Motors, LLC*, No. 2:18-cv-14371-RLR (S.D. Fla.) (Hon. Robin L. Rosenberg) (vehicle oil consumption defect class action), AW achieved a \$40 million settlement.

Lumber Liquidators Chinese-Manufactured Flooring Durability Marketing & Sales Practices Litigation, No. 1:16-md-02743-AJT-TRJ (E.D. Va.) (Hon. Anthony J. Trenga) arose from alleged misrepresentations of laminate flooring durability, which was coordinated with MDL proceedings regarding formaldehyde emissions. As co-lead class counsel for the durability class, AW was instrumental in achieving a \$36 million settlement.

In *McKnight v. Uber Technologies, Inc.*, No. 4:14-cv-05615-JST (N.D. Cal.) (Hon. Jon S. Tigar), AW achieved a \$32.5 million settlement for the passenger plaintiff class alleging that Uber falsely advertised and illegally charged a “safe rides fee.”

In *Pantelyat v. Bank of America, N.A.*, No. 1:16-cv-08964-AJN (S.D.N.Y.) (Hon. Alison J. Nathan), a class action arising from allegedly improper overdraft fees, AW, serving as sole class counsel for plaintiffs, achieved a \$22 million class settlement, representing approximately 80% of total revenues gleaned by the bank’s alleged conduct.

Current Noteworthy Leadership Roles

AW was appointed to serve as co-lead interim class counsel in the *Google Location History Litigation*, No. 5:18-cv-05062-EJD (N.D. Cal.) (Hon. Edward J. Davila), a consumer class action arising out of Google’s allegedly unlawful collection and use of mobile device location information on all Android and iPhone devices. AW recently achieved preliminary approval of a \$62 million class settlement.

AW was selected to serve as interim co-lead class counsel in the *StubHub Refund Litigation*, No. 4:20-md-02951-HSG (N.D. Cal.) (Hon. Haywood S. Gilliam, Jr.). This consolidated multidistrict litigation alleges that StubHub retroactively changed its policies for refunds for cancelled or rescheduled events as a result of the Covid-19 pandemic and refused to offer refunds despite promising consumers 100% of their money back if events are cancelled.

AW was appointed, after competing applications, to serve as interim co-lead class counsel in the *Ring LLC Privacy Litigation*, No. 2:19-cv-10899-MWF-RAO (C.D. Cal.) (Hon. Michael W. Fitzgerald), a consolidated class action arising from Ring’s failure to implement necessary measures to secure the privacy of Ring user accounts and home-security devices, and failure to protect its customers from hackers despite being on notice of the inadequacies of its cybersecurity.

In *Clark v. American Honda Motor Co., Inc.*, No. 2:20-cv-03147-AB-MRW (C.D. Cal.) (Hon. André Birotte Jr.), AW serves as co-lead counsel in a class action arising from unintended and uncontrolled deceleration in certain Acura vehicles.

In the Kind LLC “*Healthy And All Natural*” Litigation, No. 1:15-md-02645-NRB (S.D.N.Y.) (Hon. Naomi Reice Buchwald), AW was selected as interim co-lead class counsel after competing applications. AW certified three separate classes of New York, California, and Florida consumers who purchased Kind LLC’s products in a false labeling food MDL.

AW serves on the Plaintiffs’ Executive Committees in *Allergan Biocell Textured Breast Implant Products Liability Litigation*, No. 2:19-md-02921-BRM-JAD (D.N.J.) (Hon. Brian R. Martinotti), a class action alleging textured breast implants caused a rare type of lymphoma and in *ZF-TRW Airbag Control Units Products Liability Litigation*, No. 2:19-ml-02905-JAK-FFM (C.D. Cal.) (Hon. John A. Kronstadt), a class action alleging a dangerous defect in car airbag component units.

AW also currently serves on the PSC in *Am. Med. Collection Agency, Inc., Customer Data Sec. Breach Litigation*, No. 2:19-md-2904-MCA-MAH (D.N.J.) (Hon. Madeline Cox Arleo), a class action arising out of a medical data breach that disclosed the personal and financial information of over 20 million patients, as well as many other data breach class actions.

As part of the leadership team in *Novoa v. The Geo Group, Inc.*, No. 5:17-cv-02514-JGB-SHK (C.D. Cal.) (Hon. Jesus G. Bernal), AW certified a class of immigration detainees challenging private prison’s alleged forced labor practices.

In the *Google Digital Advertising Antitrust Litigation*, No. 1:21-md-03010-PKC (S.D.N.Y.) (Hon. P. Kevin Castel), a class action alleging monopolization of the digital advertising market, AW is serving as court-appointed co-lead counsel on behalf of the advertiser class.

In *Klein v. Meta Platforms, Inc.*, No. 3:20-cv-08570-JD (N.D. Cal.) (Hon. James Donato), AW is serving on the Executive Committee for the digital advertiser plaintiff class in a class action alleging that Meta (formerly Facebook) engaged in anticompetitive conduct to stifle and/or acquire competition to inflate the cost of digital advertising on its social media platform. Many of the plaintiffs’ claims recently survived a motion to dismiss and are in the process of amending their complaint.

In *Robinson v. Jackson Hewitt, Inc.*, No. 2:19-cv-09066-JXN-ESK (D.N.J.) (Hon. Julien Xavier Neals), a class action alleging that a standardized “no-poach” agreement among Jackson Hewitt and its franchisees limited mobility and compensation prospects for the tax preparer employees, AW is asserting claims on behalf of consumers under both federal antitrust and California employment laws.

Attorney Profiles

Tina Wolfson graduated Harvard Law School *cum laude* in 1994. Ms. Wolfson began her civil litigation career at the Los Angeles office of Morrison & Foerster, LLP, where she defended major corporations in complex actions and represented indigent individuals in immigration and deportation trials as part of the firm’s *pro bono* practice. She then gained further invaluable litigation and trial experience at a boutique firm, focusing on representing plaintiffs on a contingency basis in civil rights and employee rights cases. Since co-founding AW in 1998, Ms. Wolfson has led numerous class actions to successful results. Ms. Wolfson is a member of the California, New York and District of Columbia Bars.

Ms. Wolfson is currently serving as a Ninth Circuit Representative for the Central District of California, an at-large member of the Ninth Circuit Conference Executive Committee, and on the Central District’s Merit Selection Panel. Ms. Wolfson also serves as Vice President of the Federal Litigation Section of the Federal Bar Association, as a member of the American Business Trial Lawyer Association, as a participant at the Duke Law School Conferences and the Institute for the Advancement of the American Legal System, and on the Board of Public Justice.

Recognized for her deep class action experience, Ms. Wolfson frequently lectures on numerous class action topics across the country. She is a guest lecturer on class actions at the University of California at Irvine Law School. Her recent notable speaking engagements include:

- Class Action Mastery Forum at the University of San Diego School of Law (Preliminary and Final Settlement Approvals and Objectors) March 2023, featuring Hon. Cathy A. Bencivengo and Hon. Fernando M. Olguin.
- Class Action Mastery Forum at the University of San Diego School of Law (Consumer Class Actions Roundtable) March 2020, featuring Hon. Lucy H. Koh, Hon. Edward M. Chen, and Hon. Fernando M. Olguin.
- Class Action Mastery Forum at the University of San Diego School of Law (Data Breach/Privacy Class Action Panel) January 16, 2019.
- Association of Business Trial Lawyers: “Navigating Class Action Settlement Negotiations and Court Approval: A Discussion with the Experts,” Los Angeles May 2017, featuring Hon. Philip S. Gutierrez and Hon. Jay C. Gandhi.
- CalBar Privacy Panel: “Privacy Law Symposium: Insider Views on Emerging Trends in Privacy Law Litigation and Enforcement Actions in California,” Los Angeles Mar. 2017 (Moderator), featuring Hon. Kim Dunning.
- American Conference Institute: “2nd Cross-Industry and Interdisciplinary Summit on Defending and Managing Complex Class Actions,” April 2016, New York: Class Action Mock Settlement Exercise featuring the Hon. Anthony J. Mohr.

- Federal Bar Association: N.D. Cal. Chapter “2016 Class Action Symposium,” San Francisco Dec. 2016 (Co-Chair), featuring Hon. Joseph F. Anderson, Jr. and Hon. Susan Y. Illston.
- Federal Bar Association: “The Future of Class Actions: Cutting Edge Topics in Class Action Litigation,” San Francisco Nov. 2015 (Co-Chair & Faculty), featuring Hon. Jon S. Tigar and Hon. Laurel Beeler.

Robert Ahdoot graduated from Pepperdine Law School *cum laude* in 1994, where he served as Literary Editor of the Pepperdine Law Review. Mr. Ahdoot clerked for the Honorable Paul Flynn at the California Court of Appeals, and then began his career as a civil litigator at the Los Angeles office of Mendes & Mount, LLP, where he defended large corporations and syndicates such as Lloyds of London in complex environmental and construction-related litigation as well as a variety of other matters. Since co-founding AW in 1998, Mr. Ahdoot had led numerous class actions to successful results. Recognized for his deep class action experience, Mr. Ahdoot frequently lectures on numerous class action topics across the country. His notable speaking engagements include:

- MassTorts Made Perfect: Speaker Conference, April 2019, Las Vegas: “Legal Fees: How Companies and Governments Charge The Public, and How You Can Fight Back.”
- HarrisMartin: Lumber Liquidators Flooring Litigation Conference, May 2015, Minneapolis: “Best Legal Claims and Defenses.”
- Bridgeport: 15th Annual Class Action Litigation Conference, September 2014, San Francisco: “The Scourge of the System: Serial Objectors.”
- Strafford Webinars: Crafting Class Settlement Notice Programs: Due Process, Reach, Claims Rates and More, February 2014: “Minimizing Court Scrutiny and Overcoming Objector Challenges.”
- Pincus: Wage & Hour and Consumer Class Actions for Newer Attorneys: The Do’s and Don’ts, January 2014, Los Angeles: “Current Uses for the 17200, the CLRA and PAGA.”
- Bridgeport: 2013 Class Action Litigation & Management Conference, August 2013, San Francisco: “Settlement Mechanics and Strategy.”

Theodore W. Maya graduated from UCLA Law School in 2002 after serving as Editor-in-Chief of the UCLA Law Review. From July 2003 to August 2004, Mr. Maya served as Law Clerk to the Honorable Gary Allen Feess in the United States District Court for the Central District of California. Mr. Maya was also a litigation associate in the Los Angeles offices of Kaye Scholer LLP for approximately eight years where he worked on a large variety of complex commercial litigation from inception through trial. Mr. Maya was named “Advocate of the Year” for 2007 by the Consumer Law Project of Public Counsel for successful pro bono representation of a victim of a large-scale equity fraud ring.

Bradley K. King is a member of the State Bars of California, New Jersey, New York, and the

District of Columbia. He graduated from Pepperdine University School of Law in 2010, where he served as Associate Editor of the Pepperdine Law Review. He worked as a law clerk for the California Office of the Attorney General, Correctional Law Section in Los Angeles and was a certified law clerk for the Ventura County District Attorney's Office. Mr. King began his legal career at a boutique civil rights law firm, gaining litigation experience in a wide variety of practice areas, including employment law, police misconduct, municipal contracts, criminal defense, and premises liability cases. During his nine-year career at AW, Mr. King has focused on consumer class actions, and data breach class actions in particular. He has extensive experience litigating consolidated and MDL class actions with AW serving in leadership roles, including numerous large data breach cases that have resulted in nationwide class settlements.

Andrew W. Ferich is admitted to the bars of Pennsylvania, New Jersey, and the District of Columbia. Mr. Ferich graduated from Georgetown University in 2009 and received his law degree from the Villanova University Charles Widger School of Law in 2012, where he served as Executive Editor of the Journal of Catholic Social Thought. Mr. Ferich has significant experience in consumer protection, data privacy, ERISA/retirement plan, and whistleblower/*qui tam* litigation. Examples of his leadership appointments in automobile defect class action lawsuits include *Udeen, et al. v. Subaru of America, Inc.*, No. 1:18-cv-17334-RBK-JS (D.N.J.) (appointed as co-lead class counsel and obtained a settlement valued at more than \$6.25 million on behalf of owners and lessees of Subaru vehicles with allegedly defective Starlink infotainment systems); *Cilluffo, et al. v. Subaru of America, Inc., et al.*, No. 1:23-cv-01897-RBK-MJS (D.N.J.) (appointed co-lead class counsel in a second class action lawsuit against Subaru relating to similar alleged defects in Subaru's Starlink infotainment system); and *Steinhardt, et al. v. Volkswagen Group of America, Inc., et al.*, No. 3:23-cv-02291-RK-RLS (D.N.J.) (appointed co-lead counsel in a class action lawsuit alleging a defective belt start generator in certain Audi automobiles, where a class wide settlement has received preliminary approval). Prior to joining the firm, Mr. Ferich was a senior associate at a well-known Philadelphia-area class action law firm. Before joining the plaintiffs' bar, Mr. Ferich was an associate at an AmLaw 200 national litigation firm in Philadelphia where he focused his practice on commercial litigation and financial services litigation. Mr. Ferich has represented a wide array of clients and has received numerous court-appointed leadership positions in large class actions. Mr. Ferich possesses major jury trial experience and has assisted in litigating cases that have collectively resulted in hundreds of millions in settlement value in damages and injunctive relief for various classes and groups of people.

Christopher E. Stiner graduated from Duke University School of Law *cum laude* in 2007 and is a member of the California and New York Bars. Mr. Stiner began his legal career at the New York office of Milbank Tweed working on finance matters for some of the world's largest financial institutions. Several years later, Mr. Stiner transitioned to a litigation practice at the Los Angeles office of Katten Muchin, again representing large financial institutions and other corporate clients. Chris also worked as a clerk for the Honorable Thomas B. Donovan in the Central District of

California Bankruptcy Court. In 2020, Mr. Stiner joined AW to pursue his desired focus on consumer class actions with a particular interest in consumer finance and banking matters.

Deborah De Villa is an associate attorney at AW and a member of the State Bars of New York and California. She graduated from Pepperdine University School of Law in 2016, where she earned the CALI Excellence for the Future Award in immigration law, business planning and commercial law. During law school, Ms. De Villa completed internships at the Los Angeles District Attorney's Office, Hardcore Gangs Unit, and at the Supreme Court of the Philippines, Office of the Court Administrator. Born in the Philippines, Ms. De Villa moved to Florida at the age of sixteen to attend IMG Golf Academy as a full-time student-athlete. Ms. De Villa earned a scholarship to play NCAA Division 1 college golf at Texas Tech University, where she graduated *magna cum laude* with a Bachelor of Arts in Psychology and a minor in Legal Studies. Ms. De Villa has gained substantial experience litigating class actions with AW and focuses her practice on consumer protection and privacy class actions. She demonstrates leadership, a hard work ethic, and a commitment to excellence in all her endeavors.

Sarper Unal is an associate attorney at AW. Mr. Unal graduated from the University of California, Irvine School of Law in 2021. Prior to joining AW, Mr. Unal gained litigation experience in a class action firm in the District of Columbia focusing on employment discrimination cases. He also clerked for the Orange County Public Defender's Office and served as an intake coordinator at the Civil Rights Litigation Clinic during law school. At AW, Mr. Unal has contributed to the firm's efforts in privacy and antitrust class actions.

EXHIBIT 4

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF KENTUCKY**

CATHERINE DUFFY, MATTHEW :
EDLIN, LAWRENCE MULCAHY, :
PAULA HALL, individually and on :
behalf of all others similarly situated, : Case No. 3:24-cv-388-BJB
:

Plaintiffs,

v.

MAZDA MOTOR OF AMERICA, INC. : CLASS ACTION
D/B/A MAZDA NORTH AMERICAN :
OPERATIONS, :
:

Defendant.

_____ :

I, GINA INTREPIDO-BOWDEN, declare and state as follows:

1. I am a Vice President at JND Legal Administration LLC (“JND”). I am a nationally recognized legal notice expert with more than 20 years of experience designing and implementing class action legal notice programs. I have been involved in many of the largest and most complex class action notice programs, including all aspects of notice dissemination. A comprehensive description of my experience is attached as **Exhibit A**.

2. This Declaration is based on my personal knowledge, as well as upon information provided to me by experienced JND employees and the Parties, and, if called upon to do so, I could and would testify competently thereto.

3. I submit this Declaration at the request of the Parties in the above-referenced action to describe the proposed program for providing notice to Class Members (the “Notice Plan”) and address why it is consistent with other best practicable court-approved notice programs and the requirements of Rule 23 of the Federal Rules of Civil Procedure (“Rule 23”), the Due Process Clause of the United States Constitution, and the Federal Judicial Center (“FJC”) guidelines for best practicable due process notice.

EXPERIENCE

4. JND is a leading legal administration services provider with offices throughout the United States and its headquarters in Seattle, Washington. JND’s class action division provides all services necessary for the effective implementation of class actions including: (1) all facets of legal notice, such as outbound mailing, email notification, and the design and implementation of media programs; (2) website design and deployment, including online claim filing capabilities; (3) call center and other contact support; (4) secure class member data management; (5) paper and

electronic claims processing; (6) calculation design and programming; (7) payment disbursements through check, wire, PayPal, merchandise credits, and other means; (8) qualified settlement fund tax reporting; (9) banking services and reporting; and (10) all other functions related to the secure and accurate administration of class actions.

5. JND is an approved vendor for the United States Securities and Exchange Commission, the Federal Trade Commission, and the Consumer Financial Protection Bureau. In addition, we have worked with a number of other government agencies including: the U.S. Equal Employment Opportunity Commission, the Office of the Comptroller of the Currency, the Federal Deposit Insurance Corporation, the Federal Communications Commission, the Department of Justice, and the Department of Labor. We also have Master Services Agreements with various corporations and banks, which were only awarded after JND underwent rigorous reviews of our systems, privacy policies, and procedures. JND has been certified as SOC 2 Type 2 compliant by noted accounting firm Moss Adams.¹

6. JND has been recognized by various publications, including the *National Law Journal*, the *Legal Times*, and the *New York Law Journal*, for excellence in class action administration. JND was named the #1 Class Action Claims Administrator in the U.S. by the national legal community for multiple consecutive years and was inducted into the *National Law Journal* Hall of Fame for the past three years for having held this title. JND was also recognized last year as the Most Trusted Class Action Administration Specialists in the Americas by *New World Report* (formerly *U.S. Business News*) in the publication's 2022 Legal Elite Awards program.

¹ As a SOC 2 Compliant organization, JND has passed an audit under AICPA criteria for providing data security.

7. The principals of JND collectively have over 80 years of experience in class action legal and administrative fields. JND has overseen claims processes for some of the largest legal claims administration matters in the country's history, and regularly prepares and implements court approved notice and administration campaigns throughout the United States.

8. Large JND matters include the landmark \$2.67 billion Blue Cross Blue Shield antitrust settlement, where we received and processed more than eight million claims; the \$1.3 billion Equifax Data Breach Settlement, where we received more than 18 million claims; the \$300 million voluntary price-fixing remediation program in Canada for Loblaw, the largest grocery chain in Canada, on behalf of over 30 million people; the \$1.5 billion Mercedes-Benz Emissions Settlements; the \$120 million GM Ignition Switch Settlement, where we sent notice to nearly 30 million class members and processed over 1.5 million claims; and the \$215 million USC Student Health Center Settlement on behalf of women who were sexually abused by a doctor at USC, as well as hundreds of other matters, including the recent National Association of Realtors ("Realtors") settlements. Our notice campaigns are regularly approved by courts throughout the United States.

9. In addition to the above, JND also handled notice and claims administration tasks for the following motor vehicle cases: *Aberin v. Am. Honda Motor Co., Inc.*, No. 16-cv-04384-JST (N.D. Cal.); *Amin v. Mercedes-Benz USA, LLC*, No. 17-cv-01701-AT (N.D. Ga.); *Express Freight Int'l v. Hino Motors, Ltd.*, No. 22-cv-22483 (S.D. Fla.); *Gjonbalaj v. Volkswagen Grp. of Am., Inc.*, No. 19-cv-07165-BMC (E.D.N.Y.); *Gomez v. Mycles Cycles, Inc.*, No. 37-2015-00043311-CU-BT-CTL (Cal. Super. Ct.); *In re MyFord Touch Consumer Litig.*, No. 13-cv-3072 (EMC) (N.D. Cal.); *In re Navistar MaxxForce Engines Mktg., Sales Practices and Prods. Liab. Litig.*, No. 14-cv-10318 (N.D. Ill.); *In re: Subaru Battery Drain Prods. Liab.*, No. 20-cv-03095-

JHR-MJS (D.N.J.); *In re Volkswagen “Clean Diesel” Mktg., Sales Practice and Prods. Liab. Litig.*, No. MDL 2672 CRB (N.D. Cal.); *Khona v. Subaru of Am., Inc.*, No. 19-cv-09323-RMB-AMD (D.N.J.); *Kommer v. Ford Motor Co.*, No. 17-cv-296 (N.D.N.Y.); *Patrick v. Volkswagen Grp. of Am., Inc.*, No. 19-cv-01908-MCS-ADS (C.D. Cal.); *Pinon v. Mercedes-Benz USA, LLC and Daimler AG*, No. 18-cv-3984 (N.D. Ga.); *Udeen v. Subaru of America, Inc.*, No. 18-cv-17334-RBK-JS (D.N.J.); as well as others.

10. As a member of JND’s Legal Notice Team, I research, design, develop, and implement a wide array of legal notice programs to meet the requirements of Rule 23 and relevant state court rules. In addition to providing notice directly to potential class members through direct mail and email, our media campaigns, which are regularly approved by courts throughout the United States, have used the internet and social media to reach class members. During my career, I have submitted declarations to courts throughout the country attesting to the creation and launch of various notice programs.

CASE BACKGROUND

11. The objective of the proposed Notice Plan is to provide the best notice practicable, consistent with the methods and tools employed in other court-approved notice programs and to allow Settlement Class Members the opportunity to review a plain language notice with the ability to easily take the next step and learn more about the Settlement. The FJC’s *Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide* consider a Notice Plan with a high reach (above 70%) to be effective.²

² Reach is the percentage of a specific population group exposed to a media vehicle or a combination of media vehicles containing a notice at least once over the course of a campaign. Reach factors out duplication, representing total different/net persons.

12. The Settlement Class or Settlement Class Members consist of all residents of the continental United States, Hawaii, Alaska, and all United States territories who currently own or lease, or previously owned or leased, a Settlement Class Vehicle originally purchased or leased in the continental United States, Hawaii, Alaska, or any United States territory.

13. Excluded from the stipulated Settlement Class are: (1) MNAO; (2) any affiliate, parent, or subsidiary of MNAO; (3) any entity in which MNAO has a controlling interest; (4) any officer or director of MNAO; (5) any successor or assign of MNAO; (6) any Judge to whom the Litigation is assigned; (7) any owners or lessees of Settlement Class Vehicles that were not distributed for sale or lease in the continental United States, Hawaii, Alaska, or any United States territory; and (8) any person who has resolved or otherwise released their claims, in a separate written agreement with MNAO, as of the date of the Settlement.

14. Settlement Class Vehicle means certain Mazda2 2016–2022, Mazda3 2014–2018, Mazda6 2016–2021, Mazda CX-3 2016–2021, Mazda CX-5 2016–2020, Mazda CX-9 2016–2020, and Mazda MX-5 2016–2023 equipped with a Mazda Connect infotainment system.

NOTICE PLAN OVERVIEW

15. The proposed Notice Plan includes the following components, as further described in the sections below:

- a. CAFA Notice to appropriate state and federal officials;
- b. Direct mail notice to all Settlement Class Members for whom a valid postal address is obtained;
- c. Supplemental digital notice via the Google Display Network (“GDN”), Facebook, and Instagram, and Vehicle Identification Number (“VIN”) targeting through iHeart Automotive Connection (“IAC”);

d. Informational press release that will be distributed to media outlets nationwide through PR Newswire;

e. Settlement Website that will provide detailed information about the Settlement and important case documents, including the Settlement Agreement and the Long Form Notice, a list of important deadlines, and a Claim Form that may be submitted electronically or printed and mailed; and

f. Settlement toll-free number, email address, and post office box through which Settlement Class Members may obtain or request more information about the Litigation and Settlement and request that the Long Form Notice and/or Claim Form be sent to them.

16. The direct notice effort alone is expected to reach the vast majority of Settlement Class Members. Based on my experience in developing and implementing class notice programs, I believe the proposed Notice Plan will provide the best notice practicable under the circumstance.

17. Each component of the proposed Notice Plan is described in more detail in the sections below.

CAFA NOTICE

18. JND will work with Counsel for Defendants to provide notice of the proposed Settlement under the Class Action Fairness Act (CAFA), 28 U.S.C. §1715(b), no later than 10 days after the proposed Settlement is filed with the Court. CAFA Notice will be mailed to the appropriate state and federal government officials.

DIRECT NOTICE EFFORT

19. An adequate notice program needs to satisfy “due process” when reaching a class. The United States Supreme Court, in *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156 (1974), stated that direct notice (when possible) is the preferred method for reaching a class. In addition, Rule 23(c)(2) of the Federal Rules of Civil Procedure provides that “the court must direct to class members the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The notice may be by one or more of the following: United States mail, electronic means, or other appropriate means.”

20. As a result, JND will send a Postcard Notice to all Settlement Class Members for whom a valid postal address is obtained.

21. Defendant MNAO will provide a list of eligible VINs to JND. JND will use the VINs to work with third-party data aggregation services to acquire potential Settlement Class Members’ contact information from the Departments of Motor Vehicles (“DMVs”) for all current and previous owners and lessees of the Settlement Class Vehicles. The contact information gained using this process is considered particularly reliable because owners and lessees must maintain accurate and up-to-date contact information to pay vehicle registration fees and keep driver licenses and voter registrations current. JND will also receive Settlement Class Vehicle registration information, including, but not limited to, registration date, year, make, and model of the vehicle through the DMV data. The registration information will identify whether the individual purchased the vehicle new or used and whether the individual currently owns the vehicle.

22. After receiving the contact and VIN information, JND will promptly load the information into a case-specific database for the Settlement. JND employs appropriate administrative, technical, and physical controls designed to ensure the confidentiality and protection of Settlement

Class Member data, as well as to reduce the risk of loss, misuse, or unauthorized access, disclosure, or modification of the data.

23. Once the data is loaded, JND will identify any undeliverable addresses or duplicate records from the data and assign a unique identification number (“Unique ID”) to each Settlement Class Member to identify them throughout the administration process.

24. Prior to mailing notice, JND will conduct an address search through the United States Postal Service’s (“USPS”) National Change of Address (“NCOA”) database to update the address information for Settlement Class Vehicle owners and lessees.³ For any individual Postcard Notice that is returned as undeliverable, JND will re-mail the Postcard Notice where a forwarding address has been provided. For any remaining undeliverable Postcard Notice where no forwarding address is provided, JND will perform an advanced address search (e.g., a skip trace) and re-mail to the extent any new and current addresses are located.

25. We estimate that the direct notice effort alone will reach the vast majority of the Settlement Class.

SUPPLEMENTAL DIGITAL NOTICE

26. JND will supplement the direct notice effort with a targeted digital effort to extend reach further.

³ The NCOA database is the official USPS technology product which makes changes of address information available to mailers to help reduce undeliverable mail pieces before mail enters the mail stream.

27. JND will serve no less than 10 million digital impressions over four weeks via GDN, Facebook, Instagram, and IAC based on the targeting strategies outlined below.⁴

a. **GDN:** Target adults 18 years of age or older (“Adults 18+”) who have expressed an interest in topics such as Mazda, Mazda cars, Mazda vehicles, Mazda for sale, or any of the following Mazda models: Mazda2, Mazda6, Mazda CX-5; or who have searched Google for “Mazda class action,” “Mazda Connect infotainment system,” or similar.

b. **Facebook/Instagram:** Target Adults 18+ who have expressed an interest in Mazda or any of the following Mazda models: Mazda3, Mazda6, Mazda CX-3, Mazda CX-5, Mazda CX-9, Mazda MX-5.

c. **iHeart Automotive Connection (IAC):** IAC is typically used by dealers to reach current owners regarding maintenance/service or to encourage them to buy a new car. IAC will send the Email Notice, attached as **Exhibit B**, to a matched list of the potential Settlement Class Members associated with the Settlement Class Member VINs. Digital banners will then be served via GDN to those Settlement Class Members who open the Email Notice.

28. The digital activity will be served across all devices (desktop, laptop, tablet, and mobile), with a heavy emphasis on mobile devices. The digital ads will include an embedded link to the Settlement Website, where Settlement Class Members may access more information about the Litigation and Settlement, including the Long Form Notice, as well as file a claim electronically.

⁴ Impressions or Exposures are the total number of opportunities to be exposed to a media vehicle or combination of media vehicles containing a notice. Impressions are a gross or cumulative number that may include the same person more than once. As a result, impressions can and often do exceed the population size.

PRESS RELEASE

29. To further assist in getting “word of mouth” out about the Settlement, JND will distribute a press release through PR Newswire at the start of the campaign to over 5,000 media outlets nationwide. A copy of the press release is attached as **Exhibit C**.

SETTLEMENT WEBSITE

30. JND will establish and maintain the informational case-specific Settlement Website that will have an easy-to-navigate design and will be formatted to emphasize important information and deadlines. The Settlement Website will include pages with answers to frequently asked questions, contact information, key dates, and links to important case documents, including the Long Form Notice and the Settlement Agreement. The Settlement Website will also include information on how potential Settlement Class Members can opt out of or object to the Settlement if they choose. The Settlement Website will include an online Claim Form (“OCF”) with document upload capabilities for the submission of claims. If a user logs in to the OCF with their Unique ID, JND will prepopulate the OCF with the Settlement Class Members’ name and VIN. JND will work with the parties to design the online claim submission process to be streamlined and efficient. Additionally, a Claim Form will be posted on the Settlement Website for download for Settlement Class Members who prefer to submit a claim form by mail.

31. The Settlement Website will be ADA-compliant and optimized for mobile visitors so that information loads quickly on mobile devices. It will be designed to maximize search engine optimization through Google and other search engines.

32. The Settlement Website address will be prominently displayed in all printed notice documents and will be accessible through the digital notices.

TOLL-FREE NUMBER AND P.O. BOX

33. JND will establish and maintain a 24-hour, toll-free telephone line with Interactive Voice Response (IVR) that Settlement Class Members can call to obtain information about the Settlement. Live operators will be available during business hours to answer Settlement Class Members' questions and assist with claim filing.

34. JND will also establish and maintain an email address and post office box to receive and respond to Class Member correspondence.

NOTICE DESIGN AND CONTENT

35. The proposed notice documents are designed to comply with Rule 23's guidelines for class action notices and the FJC's Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide. The notices contain easy-to-read summaries of the instructions on how to obtain more information about the case and direct potential Settlement Class Members to the Settlement Website, where the Long Form Notice and other case documents will be posted. Courts routinely approve notices that have been written and designed in a similar manner.

REACH

36. Based on JND's experience with automotive settlements, we expect the direct notice effort alone to reach virtually all Settlement Class Members. The supplemental digital effort and the distribution of a press release will further enhance that reach. The estimated reach is similar to that of other court approved programs and meets the standard set forth by the FJC.⁵

⁵ Federal Judicial Center, *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide* (2010), p. 3 states: "...the lynchpin in an objective determination of the adequacy of a proposed notice effort is whether all the notice efforts together will reach a high percentage of the class. It is reasonable to reach between 70–95%."

CONCLUSION

37. In my opinion, the proposed Notice Plan provides the best notice practicable under the circumstances, is consistent with the requirements of Rule 23, and is consistent with many other court-approved notice programs. The Notice Plan is designed to reach as many Settlement Class Members as possible and inform them about the Settlement and their rights and options.

I declare under the penalty of perjury pursuant to the laws of the United States of America and the State of Pennsylvania that the foregoing is true and correct.

Executed on July 1, 2024, at Philadelphia, PA.

A handwritten signature in black ink, appearing to read "Gina Intrepido-Bowden", written in a cursive style.

GINA INTREPIDO-BOWDEN

- EXHIBIT A -

GINA INTREPIDO-BOWDEN

VICE PRESIDENT



I.

INTRODUCTION

Gina Intrepido-Bowden is a Vice President at JND Legal Administration ("JND"). She is a court recognized legal notice expert who has been involved in the design and implementation of hundreds of legal notice programs reaching class members/claimants throughout the U.S., Canada, and the world, with plain language notices in over 35 languages. Some notable cases in which Gina has been involved include:

- *Brach Family Found. v. AXA Equitable Life Ins. Co.*, a \$307.5 million COI settlement
- *FTC v. Reckitt Benckiser Grp. PLC*, the \$50 million Suboxone branded drug antitrust settlement
- *In re Blue Cross Blue Shield Antitrust Litig.*, a \$2.67 billion antitrust settlement
- *In re General Motors LLC Ignition Switch Litig.*, the \$120 million GM Ignition Switch economic settlement
- *In re Home Depot, Inc., Customer Data Sec. Breach Litig.*, a security breach impacting over 40 million consumers who made credit/debit card purchases in a Home Depot store
- *In re Residential Schools Litig.*, a complex Canadian class action incorporating a groundbreaking notice program to remote aboriginal persons qualified to receive benefits in the multi-billion-dollar settlement

- *In re Royal Ahold Sec. and "ERISA"*, a \$1.1 billion securities settlement involving a comprehensive international notice effort
- *In re Skelaxin (Metaxalone) Antitrust Litig.*, a prescription antitrust involving notice to both third party payor and consumer purchasers
- *In re TJX Cos., Inc. Retail Sec. Breach Litig.*, this \$200 million settlement impacted 45 million credit/debit cards in the U.S. and Canada making it the then-largest theft of consumer data
- *In re Trans Union Corp. Privacy Litig.*, a \$75 million data breach settlement involving persons with a credit history
- *Senne v. Office of the Comm'r of Baseball*, a \$185 million settlement providing compensation to minor league baseball players
- *The National Association of Realtors Settlements*, involving multiple antitrust settlements with various realtors totaling \$418 million
- *Thompson v Metropolitan Life Ins. Co.*, a large race-based pricing settlement involving 25 million policyholders
- *USC Student Health Ctr. Settlement*, a \$215 million settlement providing compensation to women who were sexually assaulted, harassed and otherwise abused by Dr. George M. Tyndall
- *Williams v. Weyerhaeuser Co.*, a consumer fraud litigation involving exterior hardboard siding on homes and other structures

With more than 30 years of advertising research, planning and buying experience, Gina began her career working for one of New York's largest advertising agency media departments (BBDO), where she designed multi-million-dollar media campaigns for clients such as Gillette, GE, Dupont, and HBO. Since 2000, she has applied her media skills to the legal notification industry, working for several large legal notification firms. Gina is an accomplished author and speaker on class notice issues including effective reach, notice dissemination, as well as noticing trends and innovations. She earned a Bachelor of Arts in Advertising from Penn State University, graduating *summa cum laude*.

II.

JUDICIAL RECOGNITION

Courts have favorably recognized Ms. Intrepido-Bowden's work as outlined by the sampling of Judicial comments below:

1. Judge Stephen R. Bough

Burnett v. Nat'l Assoc. of Realtors, (May 9, 2024)

No. 19-CV-00332-SRB (W.D. Mo.):

At preliminary approval, the Court appointed JND Legal Administration ("JND") as the Settlement Administrator. As directed by the Court, JND implemented the parties' Class Notice Plan...Notice was provided by first-class U.S. mail, electronic mail, and digital and print publication...The media effort alone reached at least 71 percent of the Settlement Class members....Based on the record, the Court finds that the notice given to the Settlement Class constituted the best notice practicable under the circumstances and fully satisfied the requirements of due process, Federal Rule of Civil Procedure 23, and all applicable law. The Court further finds that the notice given to the Settlement Class was adequate and reasonable.

2. Judge Cormac J. Carney

Doe v. MindGeek USA Incorp., (January 26, 2024)

No. 21-cv-00338 (C.D. Cal.):

...the Court finds that the notice and plan satisfy the statutory and constitutional requirements because, given the nature and complexity of this case, "a multi-faceted notice plan is the best notice that is practicable under the circumstances."

3. Honorable Jesse M. Furman

City of Philadelphia v. Bank of Am. Corp., (October 12, 2023)

No. 19-CV-1608 (JMF) (S.D.N.Y.):

The Court approves the form and contents of the Short-Form and Long-Form Notices (collectively, the "Notices") attached as exhibits to the Intrepido-Bowden Declaration...

In addition to directly mailing notice, JND will run digital ads targeting a custom audience using the Google Display Network (GDN) and LinkedIn in an effort to target likely Class Members...JND will cause the publication notice, attached as Exhibit F to the Intrepido-Bowden Declaration to be published in the Wall Street Journal and Investor's Business Daily. JND will also cause an informational press release, attached as Exhibit G to the Intrepido-Bowden Declaration, to be distributed to approximately 11,000 media outlets nationwide.

4. Honorable David O. Carter

Gutierrez, Jr. v. Amplify Energy Corp., (September 14, 2023)

No. 21-cv-01628-DOC-JDE (C.D. Cal.):

The Court finds that the Notice set forth in the Settlement Agreement, detailed in the Notice Plan attached to the Declaration of Gina Intrepido-Bowden of JND Legal Administration, and effectuated pursuant to the Preliminary Approval Order: (a) constitutes the best notice practicable under the circumstances of this Action; (b) constitutes due and sufficient notice to the Classes of the terms of the Settlement Agreement and the Final Approval Hearing; and (c) fully complied with the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law, including the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

5. Chief Judge Stephanie M. Rose

PHT Holding II LLC v. N. Am. Co. for Life and Health Ins., (August 25, 2023)

No. 18-CV-00368 (S.D. Iowa):

The Court appoints JND Legal Administration LLC ("JND") as the Settlement Administrator...Pursuant to Rule 23(e)(1)(B), the Court directs that notice be provided to Class Members through the Notices, attached as Exhibits B and C to the Declaration of Gina M. Intrepido-Bowden ("Intrepido-Bowden Declaration"), and through the notice program described in described in Section 4 of the Agreement and Paragraphs 15–20 and 31–37 of the Intrepido-Bowden Declaration. The Court finds that the manner of distribution of the Notices constitutes the best practicable notice under

the circumstances as well as valid, due and sufficient notice to the Class and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the United States Constitution.

6. Judge Mary Kay Vyskocil

Advance Trust & Life Escrow Serv., LTA v. PHL Variable Ins. Co., (August 9, 2023)
No. 18-cv-03444 (MKV) (S.D.N.Y.):

The Court appoints JND Legal Administration LLC (“JND”), which is a competent firm, as the Settlement Administrator...Pursuant to Rule 23(e)(1)(B), the Court directs that notice be provided to class members through the Notices, attached as Exhibits B-C to the Declaration of Gina M. Intrepido-Bowden (the “Intrepido-Bowden Declaration”), and through the notice program described in described in Paragraph 63 of the Agreement and Paragraphs 7-11 and 24-31 of the Intrepido-Bowden Declaration. The Court finds that the manner of distribution of the Notices constitutes the best practicable notice under the circumstances, as well as valid, due, and sufficient notice to the Class, and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the United States Constitution.

7. Judge Philip S. Gutierrez

In re Nat’l Football League’s Sunday Ticket Antitrust Litig., (July 7, 2023)
No. 15-ml-02668-PSG (JEMx) (C.D. Cal.):

JND Legal Administration (“JND”) is hereby appointed as the Notice Administrator. The Court approves the proposed forms of notice, including the Summary Notice (formatted as Email Notice and Postcard Notice), digital ads, audio scripts, and Detailed Notice, attached as Exhibits B, C, D, E, and F to the Declaration of Gina Intrepido-Bowden. The Court approves the proposed methods of notice, including: a. Direct notice using customer contact information provided to JND; b. A dedicated litigation website containing the Detailed Notice; and c. Supplemental forms of notice that include digital and radio advertisements.

8. Honorable Terrence G. Berg

Chapman v. Gen. Motors, LLC, (June 29, 2023)

No. 19-CV-12333-TGB-DRG (E.D. Mich.):

Pursuant to Federal Rules of Civil Procedure 23(c)(2)(B), the Court finds that the content, format, and method of disseminating Class Notice set forth in the Intrepido-Bowden Declaration, including the form and content of the proposed forms of Class Notice attached as Exhibits B (Short Form Notice), C (digital advertisements), and D (Long Form Notice) to the Intrepido-Bowden Declaration, is the best notice practicable under the circumstances and satisfies all legal requirements, including Federal Rule of Civil Procedure 23(c)(2)(B) and the Due Process Clause.

9. Honorable Jesse M. Furman

Brach Family Found. v. AXA Equitable Life Ins. Co., (June 22, 2023)

No. 16-cv-00740 (JMF) (S.D.N.Y.):

The Court appoints JND Legal Administration LLC (“JND”) a competent firm, as the Settlement Administrator...Pursuant to Rule 23(e)(1)(B), the Court directs that notice be provided to Class Members through the Notices, attached as Exhibits B-D to the Declaration of Gina M. Intrepido-Bowden (the “Intrepido-Bowden Declaration”), and through the notice program described in Section 5 of the Agreement and Paragraphs 18-23 and 34-40 of the Intrepido-Bowden Declaration. The Court finds that the manner of distribution of the Notices constitutes the best practicable notice under the circumstances as well as valid, due and sufficient notice to the Classes and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the United States Constitution.

10. Honorable David O Carter

Gutierrez, Jr. v. Amplify Energy Corp., (June 16, 2023)

No. 21-cv-01628-DOC-JDE (C.D. Cal.):

The Court appoints JND Legal Administration as the Settlement Administrator in this Action...The Court approves, as to form and content, the Direct Notices, Long Form Notices, and Email notices substantially in the forms attached as Exhibits B-J to the

Declaration of Gina Intrepido-Bowden Regarding Proposed Shipping Defendants Settlement Notice Plan (“Intrepido-Bowden Declaration”).

11. Honorable Virginia M. Kendall

***In re Local TV Advert. Antitrust Litig.*, (June 14, 2023)
MDL No. 2867 (N.D. Ill.):**

JND Legal Administration is hereby appointed as the Settlement Administrator with respect to the CBS, Fox, Cox Entities, and ShareBuilders Settlements. The Court approves the proposed Notice Program, including the, Email Notice, Postcard Notice, Print Notice, Digital Notice, Long Form Notice and the Claim Form, attached to the Declaration of Gina M. Intrepido-Bowden as Exhibits B to G.

12. Honorable Daniel D. Domenico

***Advance Trust & Life Escrow Serv., LTA v. Sec. Life of Denver Ins. Co.*, (April 18, 2023)
No. 18-cv-01897-DDD-NYW (D. Colo.):**

The Court appoints JND Legal Administration LLC (“JND”) a competent firm, as the Settlement Administrator...Pursuant to Rule 23(e)(1)(B), the Court directs that notice be provided to class members through the Notices, attached as Exhibits B-C to the Declaration of Gina M. Intrepido-Bowden (the “Intrepido-Bowden Declaration”), and through the notice program described in Section 4 of the Agreement and Paragraphs 32-38 of the Intrepido-Bowden Declaration. The Court finds that the manner of distribution of the Notices constitutes the best practicable notice under the circumstances as well as valid, due and sufficient notice to the Class and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the United States Constitution.

13. Honorable Dana M. Sabraw

***In re Packaged Seafood Prods. Antitrust Litig. (EPP Class)*, (July 15, 2022)
No. 15-md-02670 (S.D. Cal.):**

An experienced and well-respected claims administrator, JND Legal Administration LLC (“JND”), administered a comprehensive and robust notice plan to alert Settlement Class Members of the COSI Settlement Agreement...The Notice Plan surpassed the

85% reach goal...The Court recognizes JND's extensive experience in processing claims especially for millions of claimants...The Court finds due process was satisfied and the Notice Program provided adequate notice to settlement class members in a reasonable manner through all major and common forms of media.

14. Judge Fernando M. Olguin

Gupta v. Aeries Software, Inc., (July 7, 2022)

No. 20-cv-00995 (C.D. Cal.):

Under the circumstances, the court finds that the procedure for providing notice and the content of the class notice constitute the best practicable notice to class members and complies with the requirements of due process...The court appoints JND as settlement administrator.

15. Judge Cormac J. Carney

Gifford v. Pets Global, Inc., (June 24, 2022)

No. 21-cv-02136-CJC-MRW (C.D. Cal.):

The Settlement also proposes that JND Legal Administration act as Settlement Administrator and offers a provisional plan for Class Notice... The proposed notice plan here is designed to reach at least 70% of the class at least two times. The Notices proposed in this matter inform Class Members of the salient terms of the Settlement, the Class to be certified, the final approval hearing and the rights of all parties, including the rights to file objections or to opt-out of the Settlement Class... This proposed notice program provides a fair opportunity for Class Members to obtain full disclosure of the conditions of the Settlement and to make an informed decision regarding the Settlement.

16. Judge David J. Novak

Brighton Tr. LLC, as Tr. v. Genworth Life & Annuity Ins. Co., (June 3, 2022)

No. 20-cv-240-DJN (E.D. Va.):

The Court appoints JND Legal Administration LLC ("JND"), a competent firm, as the Settlement Administrator...The Court approves the Notice Plan, as set forth in...

paragraphs 9-15 and Exhibits B-C of the May 9, 2022 Declaration of Gina Intrepido-Bowden (“Intrepido-Bowden Declaration”).

17. Judge Cecilia M. Altonaga

In re Farm-raised Salmon and Salmon Prod. Antitrust Litig., (May 26, 2022)
No. 19-cv-21551-CMA (S.D. Fla.):

The Court approves the form and content of: (a) the Long Form Notice, attached as Exhibit B to the Declaration of Gina Intrepido-Bowden of JND Administration; and (b) the Informational Press Release (the “Press Release”), attached as Exhibit C to that Declaration. The Court finds that the mailing of the Notice and the Press Release in the manner set forth herein constitutes the best notice that is practicable under the circumstances, is valid, due, and sufficient notice to all persons entitled thereto and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the Constitution of the United States.

18. Judge William M. Conley

Bruzek v. Husky Oil Operations Ltd., (January 31, 2022)
No. 18-cv-00697 (W.D. Wis.):

The claims administrator estimates that at least 70% of the class received notice... the court concludes that the parties’ settlement is fair, reasonable and adequate under Rule 23(e).

19. Honorable Dana M. Sabraw

In re Packaged Seafood Prods. Antitrust Litig. (DPP Class), (January 26, 2022)
No. 15-md-02670 (S.D. Cal.):

The rigorous notice plan proposed by JND satisfies requirements imposed by Rule 23 and the Due Process clause of the United States Constitution. Moreover, the content of the notice satisfactorily informs Settlement Class members of their rights under the Settlement.

20. Honorable Dana M. Sabraw

In re Packaged Seafood Prods. Antitrust Litig. (EPP Class), (January 26, 2022))
No. 15-md-02670 (S.D. Cal.):

Class Counsel retained JND, an experienced notice and claims administrator, to serve as the notice provider and settlement claims administrator. The Court approves and appoints JND as the Claims Administrator. EPPs and JND have developed an extensive and robust notice program which satisfies prevailing reach standards. JND also developed a distribution plan which includes an efficient and user-friendly claims process with an effective distribution program. The Notice is estimated to reach over 85% of potential class members via notice placements with the leading digital network (Google Display Network), the top social media site (Facebook), and a highly read consumer magazine (People)... The Court approves the notice content and plan for providing notice of the COSI Settlement to members of the Settlement Class.

21. Judge Alvin K. Hellerstein

Leonard v. John Hancock Life Ins. Co. of NY, (January 10, 2022)
No. 18-CV-04994 (S.D.N.Y.):

The Court appoints Gina Intrepido-Bowden of JND Legal Administration LLC, a competent firm, as the Settlement Administrator...the Court directs that notice be provided to class members through the Notices, attached as Exhibits B-C to the Declaration of Gina M. Intrepido-Bowden (the "Intrepido-Bowden Declaration"), and through the notice program described in described in Section 5 of the Agreement and Paragraphs 24-33 of the Intrepido-Bowden Declaration. The Court finds that the manner of distribution of the Notices constitutes the best practicable notice under the circumstances as well as valid, due and sufficient notice to the Class and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the United States Constitution.

22. Honorable Nelson S. Roman

Swetz v. GSK Consumer Health, Inc., (November 22, 2021)

No. 20-cv-04731 (S.D.N.Y.):

The Notice Plan provided for notice through a nationwide press release; direct notice through electronic mail, or in the alternative, mailed, first-class postage prepaid for identified Settlement Class Members; notice through electronic media—such as Google Display Network and Facebook—using a digital advertising campaign with links to the dedicated Settlement Website; and a toll-free telephone number that provides Settlement Class Members detailed information and directs them to the Settlement Website. The record shows, and the Court finds, that the Notice Plan has been implemented in the manner approved by the Court in its Preliminary Approval Order.

23. Honorable Nathanael M. Cousins

Malone v. Western Digital Corp., (July 21, 2021)

No. 20-cv-03584-NC (N.D. Cal.):

The Court hereby appoints JND Legal Administration as Settlement Administrator... The Court finds that the proposed notice program meets the requirements of Due Process under the U.S. Constitution and Rule 23; and that such notice program—which includes individual direct notice to known Settlement Class Members via email, mail, and a second reminder email, a media and Internet notice program, and the establishment of a Settlement Website and Toll-Free Number—is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto. The Court further finds that the proposed form and content of the forms of the notice are adequate and will give the Settlement Class Members sufficient information to enable them to make informed decisions as to the Settlement Class, the right to object or opt-out, and the proposed Settlement and its terms.

24. Judge Vernon S. Broderick, Jr.

In re Keurig Green Mountain Single-Serve Coffee Antitrust Litig., (June 7, 2021)
No. 14-md-02542 (S.D.N.Y.):

The Notice Plan provided for notice through a nationwide press release, print notice in the national edition of People magazine, and electronic media—Google Display Network, Facebook, and LinkedIn—using a digital advertising campaign with links to a settlement website. Proof that Plaintiffs have complied with the Notice Plan has been filed with the Court. The Notice Plan met the requirements of due process and Federal Rule of Civil Procedure 23; constituted the most effective and best notice of the Agreement and fairness hearing practicable under the circumstances; and constituted due and sufficient notice for all other purposes to all other persons and entities entitled to receive notice.

25. Honorable R. Gary Klausner

A.B. v. Regents of the Univ. of California, (January 8, 2021)
No. 20-cv-09555-RGK-E (C.D. Cal.):

The parties intend to notify class members through mail using UCLA's patient records. And they intend to supplement the mail notices using Google banners and Facebook ads, publications in the LA times and People magazine, and a national press release. Accordingly, the Court finds that the proposed notice and method of delivery sufficient and approves the notice.

26. Judge Vernon S. Broderick, Jr.

In re Keurig Green Mountain Single-Serve Coffee Antitrust Litig., (December 16, 2020)
No. 14-md-02542 (S.D.N.Y.):

I further appoint JND as Claims Administrator. JND's principals have more than 75 years-worth of combined class action legal administration experience, and JND has handled some of the largest recent settlement administration issues, including the Equifax Data Breach Settlement. (Doc. 1115 ¶ 5.) JND also has extensive experience in handling claims administration in the antitrust context. (Id. ¶ 6.) Accordingly, I appoint JND as Claims Administrator.

27. Judge R. David Proctor

In re Blue Cross Blue Shield Antitrust Litig., (November 30, 2020)

Master File No. 13-CV-20000-RDP (N.D. Ala.):

After a competitive bidding process, Settlement Class Counsel retained JND Legal Administration LLC (“JND”) to serve as Notice and Claims Administrator for the settlement. JND has a proven track record and extensive experience in large, complex matters... JND has prepared a customized Notice Plan in this case. The Notice Plan was designed to provide the best notice practicable, consistent with the latest methods and tools employed in the industry and approved by other courts...The court finds that the proposed Notice Plan is appropriate in both form and content and is due to be approved.

28. Honorable Louis L. Stanton

Rick Nelson Co. v. Sony Music Ent., (September 16, 2020)

No. 18-cv-08791 (S.D.N.Y.):

The parties have designated JND Legal Administration (“JND”) as the Settlement Administrator. Having found it qualified, the Court appoints JND as the Settlement Administrator and it shall perform all the duties of the Settlement Administrator as set forth in the Stipulation...The form and content of the Notice, Publication Notice and Email Notice, and the method set forth herein of notifying the Class of the Settlement and its terms and conditions, meet the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, and any other applicable law, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled thereto.

29. Honorable Jesse M. Furman

In re General Motors LLC Ignition Switch Litig., economic settlement, (April 27, 2020)

No. 2543 (MDL) (S.D.N.Y.):

The Court further finds that the Class Notice informs Class Members of the Settlement in a reasonable manner under Federal Rule of Civil Procedure 23(e)(1)(B) because it

fairly apprises the prospective Class Members of the terms of the proposed Settlement and of the options that are open to them in connection with the proceedings.

The Court therefore approves the proposed Class Notice plan, and hereby directs that such notice be disseminated to Class Members in the manner set forth in the Settlement Agreement and described in the Declaration of the Class Action Settlement Administrator...

30. Honorable Stephen V. Wilson

USC Student Health Ctr. Settlement, (June 12, 2019)

No. 18-cv-04258-SVW (C.D. Cal.):

The Court hereby designates JND Legal Administration (“JND”) as Claims Administrator. The Court finds that giving Class Members notice of the Settlement is justified under Rule 23(e)(1) because, as described above, the Court will likely be able to: approve the Settlement under Rule 23(e)(2); and certify the Settlement Class for purposes of judgment. The Court finds that the proposed Notice satisfies the requirements of due process and Federal Rule of Civil Procedure 23 and provides the best notice practicable under the circumstances.

31. Judge J. Walton McLeod

Boskie v. Backgroundchecks.com, (May 17, 2019)

No. 2019CP3200824 (S.C. C.P.):

The Court appoints JND Legal Administration as Settlement Administrator...The Court approves the notice plans for the HomeAdvisor Class and the Injunctive Relief Class as set forth in the declaration of JND Legal Administration. The Court finds the class notice fully satisfies the requirements of due process, the South Carolina Rules of Civil Procedure. The notice plan for the HomeAdvisor Class and Injunctive Relief Class constitutes the best notice practicable under the circumstances of each Class.

32. Judge Kathleen M. Daily

Podawiltz v. Swisher Int'l, Inc., (February 7, 2019)

No. 16CV27621 (Or. Cir. Ct.):

The Court appoints JND Legal Administration as settlement administrator...The Court finds that the notice plan is reasonable, that it constitutes due, adequate and sufficient notice to all persons entitled to receive notice, and that it meets the requirements of due process, ORCP 32, and any other applicable laws.

33. Judge John Bailey

In re Monitronics Int'l, Inc. TCPA Litig., (September 28, 2017)

No. 11-cv-00090 (N.D. W.Va.):

The Court carefully considered the Notice Plan set forth in the Settlement Agreement and plaintiffs' motion for preliminary approval. The Court finds that the Notice Plan constitutes the best notice practicable under the circumstances, and satisfies fully the requirements of Rule 23, the requirements of due process and any other applicable law, such that the terms of the Settlement Agreement, the releases provided therein, and this Court's final judgment will be binding on all Settlement Class Members.

34. Honorable Ann I. Jones

Eck v. City of Los Angeles, (September 15, 2017)

No. BC577028 (Cal. Super. Cal.):

The form, manner, and content of the Class Notice, attached to the Settlement Agreement as Exhibits B, E, F and G, will provide the best notice practicable to the Class under the circumstances, constitutes valid, due, and sufficient notice to all Class Members, and fully complies with California Code of Civil Procedure section 382, California Code of Civil Procedure section 1781, the Constitution of the State of California, the Constitution of the United States, and other applicable law.

35. Honorable James Ashford

Nishimura v. Gentry Homes, LTD., (September 14, 2017)

No. 11-11-1-1522-07-RAN (Haw. Super. Ct.):

The Court further finds that the mailing and distribution of the Class Notice and the publication of the Class Notices substantially in the manner and form set forth in the Notice Plan and Settlement Agreement meets the requirements of the laws of the State of Hawai'i (including Hawai'i Rule of Civil Procedure 23), the United States Constitution (including the Due Process Clause), the Rules of the Court, and any other applicable law, constitutes the best notice practicable under the circumstances, and constitutes due and sufficient notice to all potential Class Members.

36. Judge Cecilia M. Altonaga

Flaum v. Doctor's Assoc., Inc., (March 22, 2017)

No. 16-cv-61198 (S.D. Fla.):

The Court approves the notice program in all respects (including the proposed forms of notice, Summary Notice, Full Notice for the Settlement Website, Publication Notice, Press Release and Settlement Claim Forms, and orders that notice be given in substantial conformity therewith.

37. Judge Manish S. Shah

Johnson v. Yahoo! Inc., (December 12, 2016)

No. 14-cv-02028 (N.D. Ill.):

The Notice Plan, in form, method, and content, complies with the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, and constitutes the best notice practicable under the circumstances.

38. Judge Joan A. Leonard

Barba v. Shire U.S., Inc., (December 2, 2016)

No. 13-cv-21158 (S.D. Fla.):

... the Court finds that the Notice was given to potential Settlement Class members who were identified through reasonable efforts, published using several publication dates in *Better Homes and Gardens*, *National Geographic*, and *People* magazines; placed on targeted website and portal banner advertisements on general Run of Network sites; included in e-newsletter placements with ADDitude, a magazine dedicated to helping children and adults with attention deficit disorder and learning disabilities lead successful lives, and posted on the Settlement Website which included additional access to Settlement information and a toll-free number. Pursuant to, and in accordance with, Federal Rule of Civil Procedure 23, the Court hereby finds that the Notice provided Settlement Class members with due and adequate notice of the Settlement, the Settlement Agreement, these proceedings, and the rights of Settlement Class members to make a claim, object to the Settlement or exclude themselves from the Settlement.

39. Judge Marco A. Hernandez

Kearney v. Equilon Enter. LLC, (October 25, 2016)

No. 14-cv-00254 (D. Ore.):

The papers supporting the Final Approval Motion, including, but not limited to, the Declaration of Robert A. Curtis and the two Declarations filed by Gina Intrepido-Bowden, describe the Parties' provision of Notice of the Settlement. Notice was directed to all members of the Settlement Classes defined in paragraph 2, above. No objections to the method or contents of the Notice have been received. Based on the above-mentioned declarations, *inter alia*, the Court finds that the Parties have fully and adequately effectuated the Notice Plan, as required by the Preliminary Approval Order, and, in fact, have achieved better results than anticipated or required by the Preliminary Approval Order.

40. Judge Fernando M. Olguin

Chambers v. Whirlpool Corp., (October 11, 2016)

No. 11-cv-01733 (C.D. Cal.):

Accordingly, based on its prior findings and the record before it, the court finds that the Class Notice and the notice process fairly and adequately informed the class members of the nature of the action, the terms of the proposed settlement, the effect of the action and release of claims, their right to exclude themselves from the action, and their right to object to the proposed settlement.

41. Honourable Justice Stack

Anderson v. Canada, (September 28, 2016)

No. 2007 01T4955CP (NL Sup. Ct.):

The Phase 2 Notice Plan satisfies the requirements of the Class Actions Act and shall constitute good and sufficient service upon class members of the notice of this Order, approval of the Settlement and discontinuance of these actions.

42. Judge Mary M. Rowland

In re Home Depot, Inc., Customer Data Sec. Breach Litig., (August 23, 2016)

No. 14-md-02583 (N.D. Ga.):

The Court finds that the Notice Program has been implemented by the Settlement Administrator and the parties in accordance with the requirements of the Settlement Agreement, and that such Notice Program, including the utilized forms of Notice, constitutes the best notice practicable under the circumstances and satisfies due process and the requirements of Rule 23 of the Federal Rules of Civil Procedure.

43. Honorable Manish S. Shah

Campos v. Calumet Transload R.R., LLC, (August 3, 2016)

No. 13-cv-08376 (N.D. Ill.):

The form, content, and method of dissemination of the notice given to the Settlement Class were adequate, reasonable, and constitute the best notice practicable under the

circumstances. The notice, as given, provided valid, due, and sufficient notice of the Settlements, the terms and conditions set forth therein, and these proceedings to all Persons entitled to such notice. The notice satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure (“Rule 23”) and due process.

44. Honorable Lynn Adelman

Fond Du Lac Bumper Exch., Inc. v. Jui Li Enter. Co., Ltd., (Indirect Purchaser), (July 7, 2016)
No. 09-cv-00852 (E.D. Wis.):

The Court further finds that the mailing and publication of Notice in the manner set forth in the Notice Program is the best notice practicable under the circumstances; is valid, due and sufficient notice to all Settlement Class members; and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the Constitution of the United States. The Court further finds that the forms of Notice are written in plain language, use simple terminology, and are designed to be readily understandable by Settlement Class members.

45. Judge Marco A. Hernandez

Kearney v. Equilon Enter. LLC, (June 6, 2016)
No. 14-cv-00254 (Ore. Dist. Ct.):

The Court finds that the Parties’ plan for providing Notice to the Settlement Classes as described in paragraphs 35-42 of the Settlement Agreement and as detailed in the Settlement Notice Plan attached to the Declaration of Gina Intrepido-Bowden: (a) constitutes the best notice practicable under the circumstances of this Action; (b) constitutes due and sufficient notice to the Settlement Classes of the pendency of the Action, certification of the Settlement Classes, the terms of the Settlement Agreement, and the Final Approval Hearing; and (c) complies fully with the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law. The Court further finds that the Parties’ plan for providing Notice to the Settlement Classes, as described in paragraphs 35-42 of the Settlement Agreement and as detailed in the Settlement Notice Plan attached to the Declaration of Gina Intrepido-Bowden, will adequately inform members of the Settlement Classes of their right to exclude themselves from the Settlement Classes so as not to be bound by the Settlement Agreement.

46. Judge Joan A. Leonard

Barba v. Shire U.S., Inc., (April 11, 2016)

No. 13-cv-21158 (S.D. Fla.):

The Court finds that the proposed methods for giving notice of the Settlement to members of the Settlement Class, as set forth in this Order and in the Settlement Agreement, meet the requirements of Federal Rule of Civil Procedure Rule 23 and requirements of state and federal due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

47. Judge Mary M. Rowland

In re Sears, Roebuck and Co. Front-Loader Washer Prod. Liab. Litig., (February 29, 2016)

No. 06-cv-07023 (N.D. Ill.):

The Court concludes that, under the circumstances of this case, the Settlement Administrator's notice program was the "best notice that is practicable," Fed. R. Civ. P. 23(c)(2)(B), and was "reasonably calculated to reach interested parties," Mullane v. Central Hanover Bank & Trust Co., 339 U.S. 306, 318 (1950).

48. Judge Curtis L. Collier

In re Skelaxin (Metaxalone) Antitrust Litig., (December 22, 2015)

No. 12-md-2343 (E.D. Tenn.):

The Class Notice met statutory requirements of notice under the circumstances, and fully satisfied the requirements of Federal Rule of Civil Procedure 23 and the requirement process.

49. Honorable Mitchell D. Dembin

Lerma v. Schiff Nutrition Int'l, Inc., (November 3, 2015)

No. 11-CV-01056 (S.D. Cal.):

According to Ms. Intrepido-Bowden, between June 29, 2015, and August 2, 2015, consumer publications are estimated to have reached 53.9% of likely Class Members

and internet publications are estimated to have reached 58.9% of likely Class Members...The Court finds this notice (i) constituted the best notice practicable under the circumstances, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise the putative Class Members of the pendency of the action, and of their right to object and to appear at the Final Approval Hearing or to exclude themselves from the Settlement, (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to be provided with notice, and (iv) fully complied with due process principles and Federal Rule of Civil Procedure 23.

50. Honorable Lynn Adelman

**Fond Du Lac Bumper Exch., Inc. v. Jui Li Enter. Ins. Co.,
(Indirect Purchaser–Gordon Settlement), (August 4, 2015)
No. 09-CV-00852 (E.D. Wis.):**

The Court further finds that the mailing and publication of Notice in the manner set forth in the Notice Program is the best notice practicable under the circumstances; is valid, due and sufficient notice to all Settlement Class members; and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the Constitution of the United States.

51. Honorable Sara I. Ellis

**Thomas v. Lennox Indus. Inc., (July 9, 2015)
No. 13-CV-07747 (N.D. Ill.):**

The Court approves the form and content of the Long-Form Notice, Summary Notice, Postcard Notice, Dealer Notice, and Internet Banners (the “Notices”) attached as Exhibits A-1, A-2, A-3, A-4 and A-5 respectively to the Settlement Agreement. The Court finds that the Notice Plan, included in the Settlement Agreement and the Declaration of Gina M. Intrepido-Bowden on Settlement Notice Plan and Notice Documents, constitutes the best practicable notice under the circumstances as well as valid, due and sufficient notice to all persons entitled thereto, and that the Notice Plan complies fully with the requirements of Federal Rule of Civil Procedure 23 and provides Settlement Class Members due process under the United States Constitution.

52. Honorable José L. Linares

Demmick v. Cellco P'ship, (May 1, 2015)

No. 06-CV-2163 (D.N.J.):

The Notice Plan, which this Court has already approved, was timely and properly executed and that it provided the best notice practicable, as required by Federal Rule of Civil Procedure 23, and met the “desire to actually inform” due process communications standard of Mullane v. Central Hanover Bank & Trust Co., 339 U.S. 306 (1950) The Court thus affirms its finding and conclusion in the November 19, 2014 Preliminary Approval Order that the notice in this case meets the requirements of the Federal Rules of Civil Procedure and the Due Process Clause of the United States and/or any other applicable law. All objections submitted which make mention of notice have been considered and, in light of the above, overruled.

53. Honorable David O. Carter

Cobb v. BSH Home Appliances Corp., (December 29, 2014)

No. 10-CV-0711 (C.D. Cal.):

The Notice Program complies with Rule 23(c)(2)(B) because it constitutes the best notice practicable under the circumstances, provides individual notice to all Class Members who can be identified through reasonable effort, and is reasonably calculated under the circumstances to apprise the Class Members of the nature of the action, the claims it asserts, the Class definition, the Settlement terms, the right to appear through an attorney, the right to opt out of the Class or to comment on or object to the Settlement (and how to do so), and the binding effect of a final judgment upon Class Members who do not opt out.

54. Honorable José L. Linares

Demmick v. Cellco P'ship, (November 19, 2014)

No. 06-CV-2163 (D.N.J.):

The Court finds that the Parties’ plan for providing Notice to the Settlement Classes as described in Article V of the Settlement Agreement and as detailed in the Settlement Notice Plan attached to the Declaration of Gina M. Intrepido-Bowden: (a) constitutes the best notice practicable under the circumstances of this Action; (b) constitutes

due and sufficient notice to the Settlement Classes of the pendency of the Action, certification of the Settlement Classes, the terms of the Settlement Agreement, and the Final Approval Hearing; and (c) complies fully with the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law.

The Court further finds that the Parties' plan for providing Notice to the Settlement Classes as described in Article V of the Settlement Agreement and as detailed in the Settlement Notice Plan attached to the Declaration of Gina M. Intrepido-Bowden, will adequately inform members of the Settlement Classes of their right to exclude themselves from the Settlement Classes so as to not be bound by the Settlement Agreement.

55. Honorable Christina A. Snyder

Roberts v. Electrolux Home Prod., Inc., (September 11, 2014)

No. 12-CV-01644 (C.D. Cal.):

Accordingly, the Court hereby finds and concludes that members of the Settlement Class have been provided the best notice practicable of the Settlement and that such notice satisfies all requirements of federal and California laws and due process. The Court finally approves the Notice Plan in all respects...Any objections to the notice provided to the Class are hereby overruled.

56. Judge Gregory A. Presnell

Poertner v. Gillette Co., (August 21, 2014)

No. 12-CV-00803 (M.D. Fla.):

This Court has again reviewed the Notice and the accompanying documents and finds that the "best practicable" notice was given to the Class and that the Notice was "reasonably calculated" to (a) describe the Action and the Plaintiff's and Class Members' rights in it; and (b) apprise interested parties of the pendency of the Action and of their right to have their objections to the Settlement heard. See *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 810 (1985). This Court further finds that Class Members were given a reasonable opportunity to opt out of the Action and that they were adequately represented by Plaintiff Joshua D. Poertner. See *Id.* The Court thus reaffirms its findings that the Notice given to the Class satisfies the requirements of due process and holds that it has personal jurisdiction over all Class Members.

57. Honorable William E. Smith

Cappalli v. BJ's Wholesale Club, Inc., (December 12, 2013)

No. 10-CV-00407 (D.R.I.):

The Court finds that the form, content, and method of dissemination of the notice given to the Settlement Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The notice, as given, provided valid, due, and sufficient notice of these proceedings of the proposed Settlement, and of the terms set forth in the Stipulation and first Joint Addendum, and the notice fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, Constitutional due process, and all other applicable laws.

58. Judge Gregory A. Presnell

Poertner v. Gillette Co., (November 5, 2013)

No. 12-CV-00803 (M.D. Fla.):

The Court finds that compliance with the Notice Plan is the best practicable notice under the circumstances and constitutes due and sufficient notice of this Order to all persons entitled thereto and is in full compliance with the requirements of Rule 23, applicable law, and due process.

59. Judge Marilyn L. Huff

Beck-Ellman v. Kaz USA, Inc., (June 11, 2013)

No. 10-cv-02134 (S.D. Cal.):

The Notice Plan has now been implemented in accordance with the Court's Preliminary Approval Order...The Notice Plan was specially developed to cause class members to see the Publication Notice or see an advertisement that directed them to the Settlement Website...The Court concludes that the Class Notice fully satisfied the requirements of Rule 23(c)(2) of the Federal Rules of Civil Procedure and all due process requirements.

60. Judge Tom A. Lucas

Stroud v. eMachines, Inc., (March 27, 2013)

No. CJ-2003-968 L (W.D. Okla.):

The Notices met the requirements of Okla. Stat. tit. 12 section 2023(C), due process, and any other applicable law; constituted the best notice practicable under the circumstances; and constituted due and sufficient notice to all persons and entities entitled thereto. All objections are stricken. Alternatively, considered on their merits, all objections are overruled.

61. Judge Marilyn L. Huff

Beck-Ellman v. Kaz USA, Inc., (January 7, 2013)

No. 10-cv-02134 (S.D. Cal.):

The proposed Class Notice, Publication Notice, and Settlement Website are reasonably calculated to inform potential Class members of the Settlement, and are the best practicable methods under the circumstances... Notice is written in easy and clear language, and provides all needed information, including: (1) basic information about the lawsuit; (2) a description of the benefits provided by the settlement; (3) an explanation of how Class members can obtain Settlement benefits; (4) an explanation of how Class members can exercise their rights to opt-out or object; (5) an explanation that any claims against Kaz that could have been litigated in this action will be released if the Class member does not opt out; (6) the names of Class Counsel and information regarding attorneys' fees; (7) the fairness hearing date and procedure for appearing; and (8) the Settlement Website and a toll free number where additional information, including Spanish translations of all forms, can be obtained. After review of the proposed notice and Settlement Agreement, the Court concludes that the Publication Notice and Settlement Website are adequate and sufficient to inform the class members of their rights. Accordingly, the Court approves the form and manner of giving notice of the proposed settlement.

62. Honorable Michael M. Anello

Shames v. Hertz Corp., (November 5, 2012)

No. 07-cv-02174 (S.D. Cal.):

...the Court is satisfied that the parties and the class administrator made reasonable efforts to reach class members. Class members who did not receive individualized notice still had opportunity for notice by publication, email, or both...The Court is satisfied that the redundancies in the parties' class notice procedure—mailing, e-mailing, and publication—reasonably ensured the widest possible dissemination of the notice...The Court OVERRULES all objections to the class settlement...

63. Judge Ann D. Montgomery

In re Uponor, Inc., F1807 Plumbing Fittings Prod. Liab. Litig., (July 9, 2012)

No. 11-MD-2247 (D. Minn.):

The objections filed by class members are overruled; The notice provided to the class was reasonably calculated under the circumstances to apprise class members of the pendency of this action, the terms of the Settlement Agreement, and their right to object, opt out, and appear at the final fairness hearing;...

64. Judge Ann D. Montgomery

In re Uponor, Inc., F1807 Plumbing Fittings Prod. Liab. Litig., (June 29, 2012)

No. 11-MD-2247 (D. Minn.):

After the preliminary approval of the Settlement, the parties carried out the notice program, hiring an experienced consulting firm to design and implement the plan. The plan consisted of direct mail notices to known owners and warranty claimants of the RTI F1807 system, direct mail notices to potential holders of subrogation interests through insurance company mailings, notice publications in leading consumer magazines which target home and property owners, and earned media efforts through national press releases and the Settlement website. The plan was intended to, and did in fact, reach a minimum of 70% of potential class members, on average more than two notices each...The California Objectors also take umbrage

with the notice provided the class. Specifically, they argue that the class notice fails to advise class members of the true nature of the aforementioned release. This argument does not float, given that the release is clearly set forth in the Settlement and the published notices satisfy the requirements of Rule 23(c)(2)(B) by providing information regarding: (1) the nature of the action class membership; (2) class claims, issues, and defenses; (3) the ability to enter an appearance through an attorney; (4) the procedure and ability to opt-out or object; (5) the process and instructions to make a claim; (6) the binding effect of the class judgment; and (7) the specifics of the final fairness hearing.

65. Judge Ann D. Montgomery

In re Uponor, Inc., F1807 Plumbing Fittings Prod. Liab. Litig., (January 18, 2012) No. 11-MD-2247 (D. Minn.):

The Notice Plan detailed in the Affidavit of Gina M. Intrepido-Bowden provides the best notice practicable under the circumstances and constitutes due and sufficient notice of the Settlement Agreement and the Final Fairness Hearing to the Classes and all persons entitled to receive such notice as potential members of the Class... The Notice Plan's multi-faceted approach to providing notice to Class Members whose identity is not known to the Settling Parties constitutes 'the best notice that is practicable under the circumstances' consistent with Rule 23(c)(2)(B)... Notice to Class members must clearly and concisely state the nature of the lawsuit and its claims and defenses, the Class certified, the Class member's right to appear through an attorney or opt out of the Class, the time and manner for opting out, and the binding effect of a class judgment on members of the Class. Fed. R. Civ. P. 23(c)(2)(B). Compliance with Rule 23's notice requirements also complies with Due Process requirements. 'The combination of reasonable notice, the opportunity to be heard, and the opportunity to withdraw from the class satisfy due process requirements of the Fifth Amendment.' Prudential, 148 F.3d at 306. The proposed notices in the present case meet those requirements.

66. Judge Charles E. Atwell

Allen v. UMB Bank, N.A., (June 27, 2011)

No. 1016-CV34791 (Mo. Cir. Ct.):

The Court approves the form and content of the Class Notice, and finds that transmission of the Notice as proposed by the Parties meets the requirements of due process and Missouri law, is the best notice practicable under the circumstances, and constitutes due and sufficient notice to all persons entitled thereto.

67. Judge Jeremy Fogel

Ko v. Natura Pet Prod., Inc., (June 24, 2011)

No. 09cv2619 (N.D. Cal.):

The Court approves, as to form and content, the Long Form Notice of Pendency and Settlement of Class Action ("Long Form Notice"), and the Summary Notice attached as Exhibits to the Settlement Agreement, and finds that the e-mailing of the Summary Notice, and posting on the dedicated internet website of the Long Form Notice, mailing of the Summary Notice post-card, and newspaper and magazine publication of the Summary Notice substantially in the manner as set forth in this Order meets the requirements of Rule 23 of the Federal Rules of Civil Procedure, and due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled to notice.

68. Judge M. Joseph Tiemann

Billieson v. City of New Orleans, (May 27, 2011)

No. 94-19231 (La. Civ. Dist. Ct.):

The plan to disseminate notice for the Insurance Settlements (the "Insurance Settlements Notice Plan") which was designed at the request of Class Counsel by experienced Notice Professionals Gina Intrepido-Bowden... IT IS ORDERED as follows: 1. The Insurance Settlements Notice Plan is hereby approved and shall be executed by the Notice Administrator; 2. The Insurance Settlements Notice Documents, substantially in the form included in the Insurance Settlements Notice Plan, are hereby approved.

69. Judge James Robertson

In re U.S. Dep't of Veterans Affairs (VA) Data Theft Litig., (February 11, 2009)
MDL No. 1796 (D.D.C.):

The Court approves the proposed method of dissemination of notice set forth in the Notice Plan, Exhibit 1 to the Settlement Agreement. The Notice Plan meets the requirements of due process and is the best notice practicable under the circumstances. This method of Class Action Settlement notice dissemination is hereby approved by the Court.

70. Judge Louis J. Farina

Soders v. Gen. Motors Corp., (December 19, 2008)
No. CI-00-04255 (C.P. Pa.):

The Court has considered the proposed forms of Notice to Class members of the settlement and the plan for disseminating Notice, and finds that the form and manner of notice proposed by the parties and approved herein meet the requirements of due process, are the best notice practicable under the circumstances, and constitute sufficient notice to all persons entitled to notice.

71. Judge Robert W. Gettleman

In re Trans Union Corp., (September 17, 2008)
MDL No. 1350 (N.D. Ill.):

The Court finds that the dissemination of the Class Notice under the terms and in the format provided for in its Preliminary Approval Order constitutes the best notice practicable under the circumstances, is due and sufficient notice for all purposes to all persons entitled to such notice, and fully satisfies the requirements of the Federal Rules of Civil Procedure, the requirements of due process under the Constitution of the United States, and any other applicable law...Accordingly, all objections are hereby OVERRULED.

72. Judge William G. Young

In re TJX Cos. Retail Security Breach Litig., (September 2, 2008)

MDL No. 1838 (D. Mass.):

...as attested in the Affidavit of Gina M. Intrepido...The form, content, and method of dissemination of notice provided to the Settlement Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The Notice, as given, provided valid, due, and sufficient notice of the proposed settlement, the terms and conditions set forth in the Settlement Agreement, and these proceedings to all Persons entitled to such notice, and said Notice fully satisfied the requirements of Fed. R. Civ. P. 23 and due process.

73. Judge David De Alba

Ford Explorer Cases, (May 29, 2008)

JCCP Nos. 4226 & 4270 (Cal. Super. Ct.):

[T]he Court is satisfied that the notice plan, design, implementation, costs, reach, were all reasonable, and has no reservations about the notice to those in this state and those in other states as well, including Texas, Connecticut, and Illinois; that the plan that was approved -- submitted and approved, comports with the fundamentals of due process as described in the case law that was offered by counsel.

III.

SPEAKING ENGAGEMENTS

1. ***'Marching to Their Own Drumbeat.' What Lawyers Don't Understand About Notice and Claims Administration***, AMERICAN BAR ASSOCIATION, American Bar Association's (ABA) 23rd Annual National Institute on Class Actions, panelist (October 2019).
2. ***Rule 23 Amendments and Digital Notice Ethics, accredited CLE Program***, presenter at Terrell Marshall Law Group PLLC, Seattle, WA (June 2019); Severson & Werson, San Francisco, CA and broadcast to office in Irvine (June 2019); Greenberg Traurig, LLP, Los Angeles, CA (May 2019); Chicago Bar Association, Chicago, IL (January 2019); Sidley Austin LLP, Century City, CA and broadcast to offices in Los Angeles, San Francisco, New York, Chicago, Washington D.C. (January 2019); Burns Charest LLP, Dallas, TX (November 2018); Lockridge Grindal Nauen P.L.L.P., Minneapolis, MN (October 2018); Zimmerman Reed LLP, Minneapolis, MN (October 2018); Gustafson Gluek PLLC, Minneapolis, MN (October 2018).
3. ***Ethics in Legal Notification, accredited CLE Program***, presenter at Kessler Topaz Meltzer & Check LLP, Radnor, PA (September 2015); The St. Regis Resort, Deer Valley, UT (March 2014); and Morgan Lewis & Bockius, New York, NY (December 2012).
4. ***Pitfalls of Class Action Notice and Settlement Administration, accredited CLE Program***, PRACTISING LAW INSTITUTE (PLI), Class Action Litigation 2013, presenter/panelist (July 2013).
5. ***The Fundamentals of Settlement Administration, accredited CLE Program***, presenter at Skadden, Arps, Slate, Meagher & Flom LLP, Chicago, IL (January 2013); Wexler Wallace LLP, Chicago, IL (January 2013); Hinshaw & Culbertson LLP, Chicago, IL (October 2012); and Spector Roseman Kodroff & Willis, P.C., Philadelphia, PA (December 2011).
6. ***Class Action Settlement Administration Tips & Pitfalls on the Path to Approval, accredited CLE Program***, presenter at Jenner & Block, Chicago, IL and broadcast to offices in Washington DC, New York and California (October 2012).
7. ***Reaching Class Members & Driving Take Rates***, CONSUMER ATTORNEYS OF SAN DIEGO, 4th Annual Class Action Symposium, presenter/panelist (October 2011).

8. **Legal Notice Ethics, accredited CLE Program**, presenter at Heins Mills & Olson, P.L.C., Minneapolis, MN (January 2011); Lockridge Grindal Nauen P.L.L.P., Minneapolis, MN (January 2011); Chestnut Cambronne, Minneapolis, MN (January 2011); Berger & Montague, P.C., Anapol Schwartz, Philadelphia, PA (October 2010); Lundy Law, Philadelphia, PA (October 2010); Dechert LLP, Philadelphia, PA and broadcast to offices in California, New Jersey, New York, North Carolina, Texas, Washington D.C., and London and sent via video to their office in China (October 2010); Miller Law LLC, Chicago, IL (May 2010); Cohen Milstein Sellers & Toll PLLC, New York, NY (May 2010); and Milberg LLP, New York, NY (May 2010).
9. **Class Actions 101: Best Practices and Potential Pitfalls in Providing Class Notice, accredited CLE Program**, presenter, Kansas Bar Association (March 2009).

IV.

ARTICLES

1. Gina M. Intrepido-Bowden, *Time to Allow More Streamlined Class Action Notice Formats – Adapting Short Form Notice Requirements to Accommodate Today’s Fast Paced Society*, LAW360 (2021).
2. Todd B. Hilsee, Gina M. Intrepido & Shannon R. Wheatman, *Hurricanes, Mobility and Due Process: The “Desire-to-Inform” Requirement for Effective Class Action Notice Is Highlighted by Katrina*, 80 TULANE LAW REV. 1771 (2006); reprinted in course materials for: CENTER FOR LEGAL EDUCATION INTERNATIONAL, *Class Actions: Prosecuting and Defending Complex Litigation* (2007); AMERICAN BAR ASSOCIATION, *10th Annual National Institute on Class Actions* (2006); NATIONAL BUSINESS INSTITUTE, *Class Action Update: Today’s Trends & Strategies for Success* (2006).
3. Gina M. Intrepido, *Notice Experts May Help Resolve CAFA Removal Issues, Notification to Officials*, 6 CLASS ACTION LITIG. REP. 759 (2005).
4. Todd B. Hilsee, Shannon R. Wheatman, & Gina M. Intrepido, *Do You Really Want Me to Know My Rights? The Ethics Behind Due Process in Class Action Notice Is More Than Just Plain Language: A Desire to Actually Inform*, 18 GEORGETOWN JOURNAL LEGAL ETHICS 1359 (2005).

V.

CASE EXPERIENCE

Ms. Intrepido-Bowden has been involved in the design and implementation of hundreds of notice programs throughout her career. A partial listing of her case work is provided below.

CASE NAME	CASE NUMBER	LOCATION
<i>A.B. v. Regents of the Univ. of California</i>	20-cv-09555-RGK-E	C.D. Cal.
<i>Abante Rooter & Plumbing, Inc. v. New York Life Ins. Co.</i>	16-cv-03588	S.D.N.Y.
<i>Advance Trust & Life Escrow Serv., LTA v. PHL Variable Ins. Co.</i>	18-cv-03444 (MKV)	S.D.N.Y.
<i>Advance Trust & Life Escrow Serv., LTA v. ReliaStar Life Ins. Co.</i>	18-cv-2863-DWF-ECW	D. Minn.
<i>Advance Trust & Life Escrow Serv., LTA v. Sec. Life of Denver Ins. Co.</i>	18-cv-01897-DDD-NYW	D. Colo.
<i>Ahmed v. HSBC Bank USA, NA</i>	15-cv-2057-FMO-SPx	N.D. Ill.
<i>Allen v. UMB Bank, N.A.</i>	1016-CV34791	Mo. Cir. Ct.
<i>Anderson v. Canada (Phase I)</i>	2008NLTD166	NL Sup. Ct.
<i>Anderson v. Canada (Phase II)</i>	2007 01T4955CP	NL Sup. Ct.
<i>Andrews v. Plains All Am. Pipeline, L.P.</i>	15-cv-04113-PSG-JEM	C.D. Cal.
<i>Angel v. U.S. Tire Recovery</i>	06-C-855	W. Va. Cir. Ct.
<i>Baiz v. Mountain View Cemetery</i>	809869-2	Cal. Super. Ct.
<i>Baker v. Jewel Food Stores, Inc. & Dominick's Finer Foods, Inc.</i>	00-L-9664	Ill. Cir. Ct.
<i>Banks v. R.C. Bigelow, Inc.</i>	20-cv-06208-DDP (RAOx)	C.D. Cal.
<i>Barba v. Shire U.S., Inc.</i>	13-cv-21158	S.D. Fla.
<i>Beck-Ellman v. Kaz USA Inc.</i>	10-cv-2134	S.D. Cal.
<i>Beringer v. Certegy Check Serv., Inc.</i>	07-cv-1657-T-23TGW	M.D. Fla.
<i>Bibb v. Monsanto Co. (Nitro)</i>	041465	W. Va. Cir. Ct.
<i>Billieson v. City of New Orleans</i>	94-19231	La. Civ. Dist. Ct.
<i>Bland v. Premier Nutrition Corp.</i>	RG19-002714	Cal. Super. Ct.
<i>Boskie v. Backgroundchecks.com</i>	2019CP3200824	S.C. C.P.
<i>Brach Family Found. v. AXA Equitable Life Ins. Co.</i>	16-cv-00740 (JMF)	S.D.N.Y.

CASE NAME	CASE NUMBER	LOCATION
<i>Brighton Tr. LLC, as Tr. v. Genworth Life & Annuity Ins. Co.</i>	20-cv-240-DJN	E.D. Va.
<i>Brookshire Bros. v. Chiquita</i>	05-CIV-21962	S.D. Fla.
<i>Brown v. Am. Tobacco</i>	J.C.C.P. 4042 No. 711400	Cal. Super. Ct.
<i>Bruzek v. Husky Oil Operations Ltd.</i>	18-cv-00697	W.D. Wis.
<i>Burnett v. Nat'l Assoc. of Realtors</i>	19-CV-00332-SRB	W.D. Mo.
<i>Campos v. Calumet Transload R.R., LLC</i>	13-cv-08376	N.D. Ill.
<i>Cappalli v. BJ's Wholesale Club, Inc.</i>	10-cv-00407	D.R.I.
<i>Carter v. Monsanto Co. (Nitro)</i>	00-C-300	W. Va. Cir. Ct.
<i>Chambers v. Whirlpool Corp.</i>	11-cv-01733	C.D. Cal.
<i>Chapman v. Gen. Motors, LLC</i>	19-CV-12333-TGB-DRG	E.D. Mich.
<i>City of Philadelphia v. Bank of Am. Corp.</i>	19-CV-1608 (JMF)	S.D.N.Y.
<i>Cobb v. BSH Home Appliances Corp.</i>	10-cv-00711	C.D. Cal.
<i>Davis v. Am. Home Prods. Corp.</i>	94-11684	La. Civ. Dist. Ct., Div. K
<i>DC 16 v. Sutter Health</i>	RG15753647	Cal. Super. Ct.
<i>Defrates v. Hollywood Ent. Corp.</i>	02L707	Ill. Cir. Ct.
<i>de Lacour v. Colgate-Palmolive Co.</i>	16-cv-8364-KW	S.D.N.Y.
<i>Demereckis v. BSH Home Appliances Corp.</i>	8:10-cv-00711	C.D. Cal.
<i>Demmick v. Cellco P'ship</i>	06-cv-2163	D.N.J.
<i>Desportes v. Am. Gen. Assurance Co.</i>	SU-04-CV-3637	Ga. Super. Ct.
<i>Doe v. MindGeek USA Incorp.</i>	21-cv-00338	C.D. Cal.
<i>Dolen v. ABN AMRO Bank N.V.</i>	01-L-454 & 01-L-493	Ill. Cir. Ct.
<i>Donnelly v. United Tech. Corp.</i>	06-CV-320045CP	Ont. S.C.J.
<i>Eck v. City of Los Angeles</i>	BC577028	Cal. Super. Ct.
<i>Elec. Welfare Trust Fund v. United States</i>	19-353C	Fed. Cl.
<i>Engquist v. City of Los Angeles</i>	BC591331	Cal. Super. Ct.
<i>Ervin v. Movie Gallery Inc.</i>	CV-13007	Tenn. Ch. Fayette Co.
<i>Express Freight Int'l v Hino Motors, LTD.</i>	22-cv-22483	S.D. Fla.
<i>First State Orthopaedics v. Concentra, Inc.</i>	05-CV-04951-AB	E.D. Pa.
<i>Fisher v. Virginia Electric & Power Co.</i>	02-CV-431	E.D. Va.
<i>Fishon v. Premier Nutrition Corp.</i>	16-CV-06980-RS	N.D. Cal.

CASE NAME	CASE NUMBER	LOCATION
<i>Flaum v. Doctor's Assoc., Inc. (d/b/a Subway)</i>	16-cv-61198	S.D. Fla.
<i>Fond du Lac Bumper Exch. Inc. v. Jui Li Enter. Co. Ltd. (Direct & Indirect Purchasers Classes)</i>	09-cv-00852	E.D. Wis.
<i>Ford Explorer Cases</i>	JCCP Nos. 4226 & 4270	Cal. Super. Ct.
<i>Friedman v. Microsoft Corp.</i>	2000-000722	Ariz. Super. Ct.
<i>FTC v. Reckitt Benckiser Grp. PLC</i>	19CV00028	W.D. Va.
<i>Gardner v. Stimson Lumber Co.</i>	00-2-17633-3SEA	Wash. Super. Ct.
<i>Gifford v. Pets Global, Inc.</i>	21-cv-02136-CJC-MRW	C.D. Cal.
<i>Gordon v. Microsoft Corp.</i>	00-5994	D. Minn.
<i>Grays Harbor v. Carrier Corp.</i>	05-05437-RBL	W.D. Wash.
<i>Griffin v. Dell Canada Inc.</i>	07-CV-325223D2	Ont. Super. Ct.
<i>Gunderson v. F.A. Richard & Assoc., Inc.</i>	2004-2417-D	La. 14 th Jud. Dist. Ct.
<i>Gupta v. Aeries Software, Inc.</i>	20-cv-00995	C.D. Cal.
<i>Gutierrez, Jr. v. Amplify Energy Corp.</i>	21-cv-01628-DOC-JDE	C.D. Cal.
<i>Hanks v. Lincoln Life & Annuity Co. of New York</i>	16-cv-6399 PKC	S.D.N.Y.
<i>Herrera v. Wells Fargo Bank, N.A.</i>	18-cv-00332-JVS-MRW	C.D. Cal.
<i>Hill-Green v. Experian Info. Solutions, Inc.</i>	19-cv-708-MHL	E.D. Va.
<i>Huntzinger v. Suunto Oy</i>	37-2018-00027159-CU-BT-CTL	Cal. Super. Ct.
<i>In re Anthem, Inc. Data Breach Litig.</i>	15-md-02617	N.D. Cal.
<i>In re Arizona Theranos, Inc. Litig.</i>	16-cv-2138-DGC	D. Ariz.
<i>In re Babcock & Wilcox Co.</i>	00-10992	E.D. La.
<i>In re Blue Cross Blue Shield Antitrust Litig.</i>	13-CV-20000-RDP	N.D. Ala.
<i>In re Broiler Chicken Antitrust Litig.</i>	16-cv-08637	N.D. Ill.
<i>In re Countrywide Fin. Corp. Customer Data Sec. Breach</i>	MDL 08-md-1998	W.D. Ky.
<i>In re Farm-raised Salmon and Salmon Prod. Antitrust Litig.</i>	19-cv-21551-CMA	S.D. Fla.
<i>In re General Motors LLC Ignition Switch Litig. (economic settlement)</i>	2543 (MDL)	S.D.N.Y.
<i>In re High Sulfur Content Gasoline Prod. Liab.</i>	MDL No. 1632	E.D. La.
<i>In re Home Depot, Inc., Customer Data Sec. Breach Litig.</i>	14-md-02583	N.D. Ga.

CASE NAME	CASE NUMBER	LOCATION
<i>In re Hypodermic Prod. Antitrust Litig.</i>	05-cv-01602	D.N.J.
<i>In re Keurig Green Mountain Single-Serve Coffee Antitrust Litig. (Indirect-Purchasers)</i>	14-md-02542	S.D.N.Y.
<i>In re Lidoderm Antitrust Litig.</i>	14-md-02521	N.D. Cal.
<i>In re Local TV Advert. Antitrust Litig.</i>	MDL No. 2867	N.D. Ill.
<i>In re Lupron Mktg. & Sales Practices</i>	MDL No.1430	D. Mass.
<i>In re Mercedes-Benz Emissions Litig.</i>	16-cv-881 (KM) (ESK)	D.N.J.
<i>In re Monitronics Int'l, Inc., TCPA Litig.</i>	11-cv-00090	N.D. W.Va.
<i>In re Nat'l Football League's Sunday Ticket Antitrust Litig.</i>	15-ml-02668-PSG (JEMx)	C.D. Cal.
<i>In re Packaged Seafood Prods. Antitrust Litig. (DPP and EPP Class)</i>	15-md-02670	S.D. Cal.
<i>In re Parmalat Sec.</i>	04-md-01653 (LAK)	S.D.N.Y.
<i>In re Residential Schools Litig.</i>	00-CV-192059 CPA	Ont. Super. Ct.
<i>In re Resistors Antitrust Litig.</i>	15-cv-03820-JD	N.D. Cal.
<i>In re Ripple Labs Inc. Litig.</i>	18-cv-06753-PJH	N.D. Cal.
<i>In re Royal Ahold Sec. & "ERISA"</i>	03-md-01539	D. Md.
<i>In re Rust-Oleum Restore Mktg. Sales Practices & Prod. Liab. Litig.</i>	15-cv01364	N.D. Ill.
<i>In re Sears, Roebuck & Co. Front-Loading Washer Prod. Liab. Litig.</i>	06-cv-07023	N.D. Ill.
<i>In re Serzone Prod. Liab.</i>	02-md-1477	S.D. W. Va.
<i>In re Skelaxin (Metaxalone) Antitrust Litig.</i>	12-cv-194	E.D. Ten.
<i>In re Solodyn (Minocycline Hydrochloride) Antitrust Litig. (Direct Purchaser Class)</i>	14-md-2503	D. Mass.
<i>In re Subaru Battery Drain Prods. Liab. Litig.</i>	20-cv-03095-JHR-MJS	D.N.J.
<i>In re TJX Cos. Retail Sec. Breach Litig.</i>	MDL No. 1838	D. Mass.
<i>In re Trans Union Corp. Privacy Litig.</i>	MDL No. 1350	N.D. Ill.
<i>In re TransUnion Rental Screening Sol. Inc. FCRA Litig.</i>	20-md-02933-JPB	N.D. Ga.
<i>In re Uponor, Inc., F1807 Prod. Liab. Litig.</i>	2247	D. Minn.
<i>In re U.S. Dep't of Veterans Affairs Data Theft Litig.</i>	MDL 1796	D.D.C.
<i>In re Volkswagen "Clean Diesel" Mktg., Sales Practice and Prods. Liab. Litig.</i>	MDL 2672 CRB	N.D. Cal.

CASE NAME	CASE NUMBER	LOCATION
<i>In re Zurn Pex Plumbing Prod. Liab. Litig.</i>	MDL 08-1958	D. Minn.
<i>In the Matter of GTV Media Grp. Inc.</i>	3-20537	SEC
<i>James v. PacifiCorp.</i>	20cv33885	Or. Cir. Ct.
<i>Johnson v. Yahoo! Inc.</i>	14-cv02028	N.D. Ill.
<i>Kearney v. Equilon Enter. LLC</i>	14-cv-00254	D. Ore.
<i>Ko v. Natura Pet Prod., Inc.</i>	09cv02619	N.D. Cal.
<i>Langan v. Johnson & Johnson Consumer Co.</i>	13-cv-01471	D. Conn.
<i>Lavinsky v. City of Los Angeles</i>	BC542245	Cal. Super. Ct.
<i>Lee v. Stonebridge Life Ins. Co.</i>	11-cv-00043	N.D. Cal.
<i>Leonard v. John Hancock Life Ins. Co. of NY</i>	18-CV-04994	S.D.N.Y.
<i>Lerma v. Schiff Nutrition Int'l, Inc.</i>	11-cv-01056	S.D. Cal.
<i>Levy v. Dolgencorp, LLC</i>	20-cv-01037-TJC-MCR	M.D. Fla.
<i>Lockwood v. Certegy Check Serv., Inc.</i>	07-CV-587-FtM-29-DNF	M.D. Fla.
<i>LSIMC, LLC v. Am. Gen. Life Ins. Co.</i>	20-cv-11518	C.D. Cal.
<i>Luster v. Wells Fargo Dealer Serv., Inc.</i>	15-cv-01058	N.D. Ga.
<i>Malone v. Western Digital Corp.</i>	20-cv-03584-NC	N.D. Cal.
<i>Markson v. CRST Int'l, Inc.</i>	17-cv-01261-SB (SPx)	C.D. Cal.
<i>Martinelli v. Johnson & Johnson</i>	15-cv-01733-MCE-DB	E.D. Cal.
<i>McCall v. Hercules Corp.</i>	66810/2021	N.Y. Super. Ct.
<i>McCrary v. Elations Co., LLC</i>	13-cv-00242	C.D. Cal.
<i>Microsoft I-V Cases</i>	J.C.C.P. No. 4106	Cal. Super. Ct.
<i>Molina v. Intrust Bank, N.A.</i>	10-cv-3686	Ks. 18 th Jud. Dist. Ct.
<i>Morrow v. Conoco Inc.</i>	2002-3860	La. Dist. Ct.
<i>Mullins v. Direct Digital LLC.</i>	13-cv-01829	N.D. Ill.
<i>Myers v. Rite Aid of PA, Inc.</i>	01-2771	Pa. C.P.
<i>Naef v. Masonite Corp.</i>	CV-94-4033	Ala. Cir. Ct.
<i>Nature Guard Cement Roofing Shingles Cases</i>	J.C.C.P. No. 4215	Cal. Super. Ct.
<i>Nichols v. SmithKline Beecham Corp.</i>	00-6222	E.D. Pa.
<i>Nishimura v. Gentry Homes, LTD.</i>	11-11-1-1522-07-RAN	Haw. Super. Ct.
<i>Novoa v. The GEO Grp., Inc.</i>	17-cv-02514-JGB-SHK	C.D. Cal.
<i>Nwauzor v. GEO Grp., Inc.</i>	17-cv-05769	W.D. Wash.

CASE NAME	CASE NUMBER	LOCATION
<i>Palace v. DaimlerChrysler</i>	01-CH-13168	Ill. Cir. Ct.
<i>Peek v. Microsoft Corp.</i>	CV-2006-2612	Ark. Cir. Ct.
<i>PHT Holding II LLC v. N. Am. Co. for Life and Health Ins.</i>	18-CV-00368	S.D. Iowa
<i>Plubell v. Merck & Co., Inc.</i>	04CV235817-01	Mo. Cir. Ct.
<i>Podawiltz v. Swisher Int'l, Inc.</i>	16CV27621	Or. Cir. Ct.
<i>Poertner v. Gillette Co.</i>	12-cv-00803	M.D. Fla.
<i>Prather v. Wells Fargo Bank, N.A.</i>	15-cv-04231	N.D. Ga.
<i>Q+ Food, LLC v. Mitsubishi Fuso Truck of Am., Inc.</i>	14-cv-06046	D.N.J.
<i>Richison v. Am. Cemwood Corp.</i>	005532	Cal. Super. Ct.
<i>Rick Nelson Co. v. Sony Music Ent.</i>	18-cv-08791	S.D.N.Y.
<i>Roberts v. Electrolux Home Prod., Inc.</i>	12-cv-01644	C.D. Cal.
<i>Russell v. Kohl's Dep't Stores, Inc.</i>	15-cv-01143	C.D. Cal.
<i>Sandoval v. Merlex Stucco Inc.</i>	BC619322	Cal. Super. Ct.
<i>Scott v. Blockbuster, Inc.</i>	D 162-535	136 th Tex. Jud. Dist.
<i>Senne v. Office of the Comm'r of Baseball</i>	14-cv-00608-JCS	N.D. Cal.
<i>Shames v. Hertz Corp.</i>	07cv2174-MMA	S.D. Cal.
<i>Sidibe v. Sutter Health</i>	12-cv-4854-LB	N.D. Cal.
<i>Staats v. City of Palo Alto</i>	2015-1-CV-284956	Cal. Super. Ct.
<i>Soders v. Gen. Motors Corp.</i>	CI-00-04255	Pa. C.P.
<i>Sonner v. Schwabe North America, Inc.</i>	15-cv-01358 VAP (SPx)	C.D. Cal.
<i>Stroud v. eMachines, Inc.</i>	CJ-2003-968-L	W.D. Okla.
<i>Swetz v. GSK Consumer Health, Inc.</i>	20-cv-04731	S.D.N.Y.
<i>Talalai v. Cooper Tire & Rubber Co.</i>	MID-L-8839-00 MT	N.J. Super. Ct.
<i>Tech. Training Assoc. v. Buccaneers Ltd. P'ship</i>	16-cv-01622	M.D. Fla.
<i>Thibodeaux v. Conoco Philips Co.</i>	2003-481	La. 4 th Jud. Dist. Ct.
<i>Thomas v. Lennox Indus. Inc.</i>	13-cv-07747	N.D. Ill.
<i>Thompson v. Metropolitan Life Ins. Co.</i>	00-CIV-5071 HB	S.D.N.Y.
<i>Turner v. Murphy Oil USA, Inc.</i>	05-CV-04206-EEF-JCW	E.D. La.
<i>USC Student Health Ctr. Settlement</i>	18-cv-04258-SVW	C.D. Cal.
<i>Walker v. Rite Aid of PA, Inc.</i>	99-6210	Pa. C.P.

CASE NAME	CASE NUMBER	LOCATION
<i>Wells v. Abbott Lab., Inc. (AdvantEdge/ Myoplex nutrition bars)</i>	BC389753	Cal. Super. Ct.
<i>Wener v. United Tech. Corp.</i>	500-06-000425-088	QC. Super. Ct.
<i>West v. G&H Seed Co.</i>	99-C-4984-A	La. 27 th Jud. Dist. Ct.
<i>Williams v. Weyerhaeuser Co.</i>	CV-995787	Cal. Super. Ct.
<i>Yamagata v. Reckitt Benckiser, LLC</i>	17-cv-03529-CV	N.D. Cal.
<i>Zarebski v. Hartford Ins. Co. of the Midwest</i>	CV-2006-409-3	Ark. Cir. Ct.

- EXHIBIT B -

From: [info@X.com]
 To: [Class Member email address]
 Subject: Mazda Connect Infotainment System Settlement

COURT APPROVED LEGAL NOTICE

As a result of the Mazda Connect Infotainment System Class Action Settlement, you will receive a Limited Warranty Extension on certain covered components and may be eligible for reimbursement of certain out-of-pocket expenses

A federal court authorized this Notice. This is not a solicitation from a lawyer.
 Questions? www.xxxxxxxxxxxxxxxxxxxxxx.com 1-XXX-XXX-XXXX

PLEASE REFER TO YOUR UNIQUE ID AND PIN TO FILE A CLAIM

YOUR VIN:	YOUR UNIQUE ID:	YOUR PIN:
XXXXXXXXXXXXXXXXXX	<<Unique_ID>>	XXXXXXXX

Dear [Class Member Name],

A proposed Settlement arising out of an alleged vehicle defect concerning malfunctioning of the Mazda Connect infotainment system in certain Mazda vehicles has been reached in *Duffy, et al. v. Mazda Motor of America, Inc.*, Case No. 3:24-cv-388-BJB (W.D. Ky.).

Who is Included?

Settlement Class Members include all persons residing in the United States and its territories who currently own or lease, or previously owned or leased, a Settlement Class Vehicle equipped with a Mazda Connect infotainment system. Settlement Class Vehicles include: Mazda2 2016–2022; Mazda3 2014–2018; Mazda6 2016–2021; Mazda CX-3 2016–2021; Mazda CX-5 2016–2020; Mazda CX-9 2016–2020; and Mazda MX-5 2016–2023.

What does the Settlement Provide?

- 1) **Limited Warranty Extension (LWE):** All current owners or lessees of Settlement Class Vehicles will automatically receive a LWE for potential software updates or necessary connectivity master unit (CMU) repairs or replacements for a period of 24 months from either the expiration of the New Vehicle Limited Warranty, or for Settlement Class Vehicles for which the New Vehicle Limited Warranty has expired, the Limited Warranty Extension will run from [the date the Court enters the preliminary approval order].
- 2) **Reimbursements for Out-of-Pocket Expenses:** You may be entitled to reimbursement for any Software Updates for Mazda Connect and any repair and/or replacement expenses you incurred for the CMU, an SD Card, the Display, and the Rear-view Camera.

How To Get Benefits.

You must complete and file a Claim Form online or by mail postmarked by **Month XX, 2024**, including required Proof of Expenses documentation. You can file your claim online at www.xxxxxxxxxxxxxxxxxxxx.com or by clicking the link below.

FILE A CLAIM

You may also get a paper Claim Form at www.xxxxxxxxxxxxxxxxxxxx.com, or by calling the toll-free number, and submit it by mail.

Your Other Options.

If you do not want to be legally bound by the Settlement, you must exclude yourself by **Month XX, 2024**. If you do not exclude yourself, you will release any claims you may have against Mazda or Released Parties (as defined in the Settlement Agreement) related to the issues more fully described in the Settlement Agreement, available at www.xxxxxxxxxxxxxxxxxxxx.com. If you do not exclude yourself, you may object to the Settlement by **Month XX, 2024**.

The Final Approval Hearing.

The Court has scheduled a hearing in this case, *Duffy, et al. v. Mazda Motor of America, Inc.*, Case No. 3:24-cv-388-BJB in the Western District of Kentucky for **Month XX, 2024**, to consider whether to approve the Settlement, any requested Service Awards, attorneys' fees, costs, and expenses, as well as any objections. You or your attorney may attend and ask to appear at the hearing, but you are not required to do so. The hearing may be held remotely, so please check the Settlement Website for those details.

More Information.

Complete information about your rights and options, as well as the Claim Form, the Long Form Notice, and the Settlement Agreement, are available at www.xxxxxxxxxxxxxxxxxxxx.com, or by calling toll free **1-XXX-XXX-XXXX**.

To unsubscribe from this list, please click on the following link: [Unsubscribe](#)

- EXHIBIT C -

NOTICE OF MAZDA CONNECT INFOTAINMENT SYSTEM CLASS ACTION SETTLEMENT

Seattle, **DATE**/JND Legal Administration

A proposed Settlement arising out of an alleged vehicle defect concerning malfunctioning of the Mazda Connect infotainment system in certain Mazda vehicles has been reached in *Duffy, et al. v. Mazda Motor of America, Inc.*, Case No. 3:24-cv-388-BJB (W.D. Ky.).

Who is Included? Settlement Class Members include all persons residing in the United States and its territories who currently own or lease, or previously owned or leased, a Settlement Class Vehicle equipped with a Mazda Connect infotainment system. Settlement Class Vehicles include: Mazda2 2016-2022; Mazda3 2014-2018; Mazda6 2016-2021; Mazda CX-3 2016-2021; Mazda CX-5 2016-2020; Mazda CX-9 2016-2020; and Mazda MX-5 2016-2023.

What does the Settlement Provide?

- 1) **Limited Warranty Extension (LWE):** All current owners or lessees of Settlement Class Vehicles will automatically receive a LWE for potential software updates or necessary connectivity master unit (CMU) repairs or replacements for a period of 24 months from either the expiration of the New Vehicle Limited Warranty, or for Settlement Class Vehicles for which the New Vehicle Limited Warranty has expired, the Limited Warranty Extension will run from **[the date the Court enters the preliminary approval order]**.
- 2) **Reimbursements for Out-of-Pocket Expenses:** You may be entitled to reimbursement for any Software Updates for Mazda Connect and any repair and/or replacement expenses you incurred for the CMU, an SD Card, the Display, and the Rear-view Camera.

How To Get Benefits: You must complete and file a Claim Form online or by mail postmarked by **Month XX, 2024**, including required Proof of Expenses documentation. You can file your claim online at **www.xxxxxxxxxxxxxxxxxxxx.com**. You may also get a paper Claim Form at the website, or by calling the toll-free number, and submit it by mail.

Your Other Options.

- If you do not want to be legally bound by the Settlement, you must exclude yourself by **Month XX, 2024**. If you do not exclude yourself, you will release any claims you may have against Mazda or Released Parties (as defined in the Settlement Agreement) related to the issues more fully described in the Settlement Agreement, available at **www.xxxxxxxxxxxxxxxxxxxx.com**.
- If you do not exclude yourself, you may object to the Settlement by **Month XX, 2024**.

The Final Approval Hearing. The Court has scheduled a hearing in this case, *Duffy, et al. v. Mazda Motor of America, Inc.*, Case No. 3:24-cv-388-BJB in the Western District of Kentucky for **Month XX, 2024**, to consider whether to approve the Settlement, any requested Service Awards, attorneys' fees, costs, and expenses, as well as any objections. You or your attorney may attend and ask to appear at the hearing, but you are not required to do so. The hearing may be held remotely, so please check the Settlement Website for those details.

More Information. Complete information about your rights and options, as well as the Claim Form, the Long Form Notice, and the Settlement Agreement, are available at **www.xxxxxxxxxxxxxxxxxxxx.com**, or by calling toll free **1-XXX-XXX-XXXX**.

EXHIBIT 5

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF KENTUCKY**

CATHERINE DUFFY, MATTHEW
EDLIN, LAWRENCE MULCAHY, and
PAULA HALL, individually and on behalf
of all other similarly situated,

Plaintiffs,

v.

MAZDA MOTOR OF AMERICA, INC.
D/B/A MAZDA NORTH AMERICAN
OPERATIONS,

Defendant.

No. 3:24-cv-00388-BJB

**[PROPOSED ORDER]
GRANTING UNOPPOSED MOTION
FOR PRELIMINARY
APPROVAL OF CLASS
ACTION SETTLEMENT**

**[PROPOSED] ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT**

WHEREAS, Plaintiffs Catherine Duffy, Matthew Edlin, Lawrence Mulcahy, Paula Hall (“Plaintiffs”) and Defendant Mazda Motor of America, Inc. d/b/a Mazda North American Operations (“MNAO” or “Mazda”) in the above-described Litigation have applied for an order, pursuant to Rule 23 (a), (b), and (c) of the Federal Rules of Civil Procedure, regarding certain matters in connection with a proposed settlement of the Litigation, in accordance with a Class Action Settlement Agreement and Release (the “Settlement” or “Settlement Agreement”) entered into and executed by the Parties on June 20, 2024 (which, together with its exhibits, is incorporated herein by reference) and dismissing the Litigation as to Mazda upon the terms and conditions set forth in the Settlement Agreement;

WHEREAS, on January 24, 2022, Plaintiff Duffy’s counsel filed a pre-litigation notice with Mazda’s legal department pursuant to Kentucky Consumer Protection Act § 267.110, *et seq.* and the Uniform Commercial Code, describing the technical failures that Plaintiff Duffy

experienced in the Mazda Connect System in her 2018 Mazda3 Hatchback, including intermittent rebooting, freezing, and sporadic failure of the vehicle's navigation system.

WHEREAS, Mazda provided a written response to Plaintiff Duffy's counsel on February 17, 2022 and then again on April 11, 2022.

WHEREAS, during the Parties' preliminary discussions, Class Counsel advised Mazda that they had been contacted by several other Mazda vehicle owners who reported experiencing issues similar to those described by Plaintiff Duffy.

WHEREAS, on July 22, 2022, the Parties entered into a tolling agreement on behalf of Mazda, Plaintiff Duffy, other individuals represented by her counsel, to allow the Parties to investigate issues associated with the Mazda Connect in such vehicles, collect information from their respective clients, and confer on the resultant findings.

WHEREAS, following the mutual exchange of information and months of discussion, the Parties agreed to participate in a mediation with Judge Dickran Tevrizian (Ret.) of JAMS on January 10, 2023.

WHEREAS, in anticipation of the scheduled mediation, Class Counsel sent Mazda a comprehensive list of informational requests and documents to facilitate settlement negotiations.

WHEREAS, following the execution of a confidentiality agreement on December 6, 2022, Mazda began producing responsive materials to Class Counsel.

WHEREAS, Mazda produced nearly one thousand pages of documents responsive to Plaintiffs' requests, including eleven extensive excel worksheets, that ranged in date from 2013 to 2022.

WHEREAS, on December 23, 2022, Plaintiffs filed a putative class action against Mazda in the Superior Court of California, Orange County concerning the Mazda Connect

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system, entitled *Duffy, et al. v. Mazda Motor of America, Inc., et al.*, No. 30-2022-01298682-CU-BC-CXC (the “California case”), alleging, *inter alia*, various statutory and common law claims alleging a defect in the Mazda Connect in certain Mazda vehicles;

WHEREAS, the Parties participated in an all-day virtual mediation with Judge Tevrizian on January 10, 2023, during which time the Parties made significant progress on the general parameters for resolution of the Litigation but were unable to reach an agreement in principle, as Plaintiffs required additional information from Mazda to facilitate subsequent negotiations that was only available from Mazda’s corporate parent in Japan.

WHEREAS, on April 25, 2023, the Parties participated in a second mediation session with Judge Tevrizian which, while productive, did not result in a settlement. The Parties did, however, agree on many material issues pertinent to reaching a final resolution, such as the scope of the affected vehicle models, the nature of the class wide relief, the length of the extended warranty, and the types of expenses and Mazda Connect symptoms that would be covered by the settlement.

WHEREAS, in light of the Parties’ progress and outstanding confirmatory discovery, the Parties informally agreed to stay the prosecution of the California case and extend the tolling agreement pending further negotiations.

WHEREAS, on May 25, 2023, Plaintiffs voluntarily dismissed the California case complaint without prejudice.

WHEREAS, following approximately six months of additional negotiations following the second mediation session on April 25, 2023, the Parties reached agreement on the material terms of the settlement in October 2023. At no point prior to reaching the settlement in principle did the Parties discuss or negotiate the payment of attorneys’ fees, litigation costs and expenses, or Service Awards for the Plaintiffs.

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WHEREAS, on January 16 and April 30, 2024, the Parties attended a third and fourth mediation session with Judge Tevrizian to negotiate and reach agreement on the amounts of attorneys' fees, litigation costs and expenses, and Named Plaintiff Service Awards to be sought by Plaintiffs. Following the fourth session, and having agreed to the amount of Service Awards, the Parties accepted a mediator's proposal on the amount of attorneys' fees and litigation expenses to be sought.

WHEREAS, on June 20, 2024, after approximately 28 months of hard-fought negotiations following the delivery of Plaintiff Duffy's pre-suit demand letter, the Parties executed the Settlement Agreement.

WHEREAS, on June 28, 2024, Plaintiffs filed a class action complaint in this Court.

WHEREAS, on July 2, 2024, Plaintiffs filed the motion for preliminary approval of the class action settlement.

WHEREAS, Mazda denies Plaintiffs' allegations and claims, and maintains, *inter alia*, that the Settlement Class Vehicles' Mazda Connect systems are not defective, that the Settlement Class Vehicles were and are properly designed, tested, manufactured, distributed, marketed, advertised, warranted and sold, that no applicable warranties (express or implied) have been breached, that no common law duties or applicable statutes, laws, rules or regulations have been violated, and that the Plaintiffs' allegations and claims lack merit and are not suitable for class treatment if the Litigation were to proceed through litigation and trial.

WHEREAS, the Parties, after investigation and careful analysis of their respective claims and defenses, and with full understanding of the potential risks, benefits, expense and uncertainty of continued litigation, desire to compromise and settle all issues and claims that were or could have been brought in the Litigation by or on behalf of Plaintiffs and the Settlement Class.

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WHEREAS, the Parties agree that neither the Settlement Agreement, nor the underlying settlement negotiations or Settlement itself, shall constitute evidence of, or be construed as any admission of, any liability, damages, wrongdoing, facts, or issues of law on the part of Mazda or any Released Party, which are expressly denied by Mazda.

WHEREAS, the Settlement Agreement is the result of vigorous arm's length negotiations of highly disputed claims between the Parties, including, but not limited to, 28 months of negotiations that included four extensive mediation sessions with an experienced and well-respected neutral mediator at JAMS, and the Parties believe the Settlement Agreement is fair, reasonable, and adequate, and compliant in all respects with Fed. R. Civ. P. 23.

NOW THEREFORE, IT IS HEREBY ORDERED that:

1. The Court, having read and considered the Settlement Agreement and its exhibits, and Plaintiffs' Unopposed Motion for Preliminary Approval, Plaintiffs' motion is **GRANTED**.

2. 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.

3. This Court has jurisdiction over this Litigation, Plaintiffs, all Settlement Class Members, Mazda, and any party to any agreement that is part of or related to the Settlement.

4. The Settlement, including the exhibits attached thereto, are preliminarily approved as fair, reasonable, and adequate, in accordance with Fed. R. Civ. P. 23, pending a Final Approval Hearing on the Settlement as provided herein.

5. Stay of the Litigation. Pending the Final Approval Hearing, all proceedings in the Action as they relate to Mazda, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are hereby stayed.

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6. Class Definition. Pursuant to Fed. R. Civ. P. 23, the Court certifies, solely for purposes of effectuating the Settlement, the Settlement Class as follows: “All residents of the continental United States, Hawaii, Alaska, and all United States territories who currently own or lease, or previously owned or leased, a Settlement Class Vehicle originally purchased or leased in the continental United States, Hawaii, Alaska, or any United States territory. Excluded from the stipulated Settlement Class are: (1) MNAO; (2) any affiliate, parent, or subsidiary of MNAO; (3) any entity in which MNAO has a controlling interest; (4) any officer or director of MNAO; (5) any successor or assign of MNAO; (6) any Judge to whom the Litigation is assigned; (7) any owners or lessees of Settlement Class Vehicles that were not distributed for sale or lease in the continental United States, Hawaii, Alaska, or any United States territory; and (8) any person who has resolved or otherwise released their claims, in a separate written agreement with MNAO, as of the date of the settlement.” Pursuant to the Settlement Agreement, the Settlement Class Vehicles include Mazda2 2016-2022; Mazda3 2014-2018; Mazda6 2016-2021; Mazda CX-3 2016-2021; Mazda CX-5 2016–2020; Mazda CX-9 2016–2020; and Mazda MX-5 2016–2023 vehicles equipped with a Mazda Connect infotainment system.

7. Certification for Settlement Purposes Only. Solely for purposes of effectuating the proposed Settlement, the Court finds, pursuant to Rule 23(e)(1), that the prerequisites for class certification under Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure are likely to be found to be satisfied as: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members in this Action is impracticable, (b) there are questions of law and fact that are common to the Settlement Class; (c) Plaintiffs’ claims are typical of the claims of the Settlement Class; (d) the interests of all Settlement Class Members have been and continue to be adequately represented by Plaintiffs and Class Counsel; (e) the questions of law and fact common to Settlement Class Members predominate over any individualized questions of law

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and fact; and (f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy. These findings shall be vacated if the Settlement is terminated or if for any reason the Effective Date does not occur.

8. Class Counsel. For purposes of the Settlement, the Court appoints Benjamin F. Johns of Shub & Johns LLC and Andrew W. Ferich Ahdoot & Wolfson, PC as Class Counsel to act on behalf of the Settlement Class, including the class representatives, with respect to the Settlement. The Court finds that the requirements of Federal Rule of Civil Procedure 23(g) are satisfied by these appointments.

9. Class Representatives. For purposes of the Settlement, the Court finds and determines, pursuant to Fed. R. Civ. P. 23(a), that the Named Plaintiffs Catherine Duffy, Matthew Edlin, Lawrence Mulcahy, and Paula Hall will fairly and adequately represent the interests of the Settlement Class in enforcing their rights in the Litigation and appoints them as class representatives. The Court preliminarily appoints these Named Plaintiffs as class representatives.

10. Administration. The firm of JND Legal Administration is appointed as Settlement Administrator to administer the Class Notice and related procedures and the processing of Claims, under the supervision of Class Counsel.

11. Class Notice. The Court approves the form and content of the Class Notice. The Court finds that the mailing of the Class Notice in the manner and form set forth in the Settlement Agreement satisfies due process, provides the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Settlement Class Members entitled to such Class Notice. The Settlement Administrator shall be responsible for implementing the following Class Notice plan as set forth in the Settlement Agreement.

The Court further finds that all the notices are written in simple terminology and are

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readily understandable by Settlement Class Members. The date and time of the Final Approval Hearing shall be included in all notices before they are disseminated. The Parties, by agreement, may revise the notices in ways that are appropriate to update those notices for purposes of accuracy and clarity, and may adjust the layout of those notices for efficient electronic presentation and mailing. No Settlement Class Member shall be relieved from the terms of the proposed Settlement, including the releases provided for therein, based solely upon the contention that such Settlement Class Member failed to receive adequate or actual notice.

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

12. CAFA Notice. In compliance with the Attorney General notification provision of the Class Action Fairness Act, 28 U.S.C. § 1715, the Settlement Administrator, at Mazda's expense, shall provide notice of this proposed Settlement to the Attorney General of the United States, and the Attorneys General of each state in which a known Settlement Class Member resides. The Settlement Administrator shall also provide contemporaneous notice to the Parties.

13. Data Privacy. The Settlement Administrator is directed to maintain all personally identifiable information of the Settlement Class Members securely and confidentially and to use the Settlement Class Members' information solely for purposes of effectuating the Settlement.

14. Deadline to Submit Claim Forms. Settlement Class Members seeking to be

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reimbursed for eligible out-of-pocket expenses under the Settlement must submit a Claim Form within 90 days of the Notice Date.

15. Objections and Appearances. Any Settlement Class Member who intends to object to the Settlement Agreement and/or to Class Counsel's request for an award of attorneys' fees, litigation costs and expenses, or Service Awards, must, by no later than 60 days after the Notice Date, mail to the Court or file with the Court, via the Court's electronic filing system, any such objection, and also serve by first-class postage prepaid mail copies of the objection upon: Class Counsel, Benjamin F. Johns, Shub & Johns LLC, Four Tower Bridge, 200 Barr Harbor Drive, Suite 400, Conshohocken, PA 19428, and Andrew W. Ferich, Ahdoot & Wolfson, PC, 201 King of Prussia Road, Suite 650, Radnor, Pennsylvania 19087; and MNAO's Counsel, Robert L. Wise and Melissa Foster Bird, Nelson Mullins Riley & Scarborough, LLP, 1021 E. Cary St., Suite 2120, Richmond, Virginia 23219. To make a valid objection, any objecting Settlement Class Member must: (i) set forth their full name, current address, and telephone number; (ii) identify the date of acquisition and VIN for their Settlement Class Vehicle; (iii) provide written proof establishing that he or she is a Settlement Class Member (e.g., a true copy of a vehicle title, registration, lease document, or other document reflecting current or former ownership or lease); (iv) provide a written statement of the objection(s), which must include a statement as to whether it applies only to the objector, a specific subset of the Settlement Class, or to the entire Settlement Class, and also state with specificity the grounds for the objection, including any evidence and legal authority the Settlement Class Member wishes to bring to the Court's attention; (v) provide copies of any documents the objector wants the Court to consider; and (vi) provide a statement as to whether the Settlement Class Member intends to appear at the Final Approval Hearing. In addition, any Settlement Class Member objecting to the Settlement must submit a list of all other objections submitted by the objector or the objector's counsel to

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any class action settlements submitted in any state or federal court in the United States in the previous 5 years. Each case identified should include the caption, docket number, and name of the court in which it was pending. If the Settlement Class Member or his or her counsel has not objected to any other class action settlement in the United States in the previous five years, the objector shall affirmatively so state in the objection.

If the objector is represented by counsel, the objection must be filed with the Court via the Court's electronic filing system. If the objector is not represented by counsel, he or she must send the objection to the Settlement Administrator via first-class mail, postage prepaid, to Mazda Infotainment Settlement, c/o JND Legal Administration, P.O. Box 91494, Seattle, WA 98111, as well as Class Counsel and Mazda's counsel at the aforementioned addresses.

Subject to the approval of the Court, any timely and properly objecting Settlement Class Member may appear, in person or by counsel, at the Final Approval Hearing to explain why the proposed Settlement should not be approved as fair, reasonable, and adequate, or to object to any motion for attorneys' fees and expenses or class representative Service Awards. Any Settlement Class Member who has not timely and properly filed an objection in accordance with the deadlines and requirements set forth herein shall be deemed to have waived and relinquished his/her/its right to object to any aspect of the Settlement, or any adjudication or review of the Settlement, by appeal or otherwise.

To appear at the Final Approval Hearing, any Settlement Class Member must, no later than the objection deadline, file with the Clerk of the Court, and serve upon all counsel designated in the Class Notice, a notice of intention to appear at the Final Approval Hearing. The notice of intention to appear must include copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member (or the Settlement Class Member's counsel) intends to present to the Court in connection with the Final Approval Hearing. Any Settlement Class

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Member who does not provide a notice of intention to appear in accordance with the deadline and other specifications set forth in the Settlement Agreement and the Class Notice, or who has not filed an objection in accordance with the deadline and other requirements set forth in the Settlement Agreement and the Class Notice, shall be deemed to have waived and relinquished any right to appear, in person or by counsel, at the Final Approval Hearing.

16. Exclusion from Class. Any Settlement Class Member who wishes to be excluded from the Settlement Class must timely submit a request for exclusion to the Settlement Administrator at the address specified in the Class Notice. To be effective, the Request for Exclusion must be sent to the specified address and contain the following information: (1) the Settlement Class Member's name, current address, and telephone number; (2) the approximate date of acquisition and VIN for the Settlement Class Vehicle; and (3) a clear statement communicating that the Settlement Class Member elects to be excluded from the Settlement Class, does not wish to be a Settlement Class Member, and elects to be excluded from any judgment entered pursuant to the settlement. Any request for exclusion must be postmarked on or before 60 days after the Notice Date. Any Settlement Class Member who fails to mail a timely and complete a request for exclusion shall be subject to and bound by the Settlement Agreement. Requests for exclusion will be permitted by individual Settlement Class Members only; proposed group or mass opt-outs will be deemed to be submitted on behalf of the individual signing the form. Any uncertainties about whether a Settlement Class Member is requesting exclusion from the Settlement Class will be submitted to the Court for resolution. Prior to the Final Approval Hearing, the Settlement Administrator shall provide the Court, Class Counsel, and MNAO's Counsel with a list identifying each Settlement Class Member who submitted an exclusion request together with copies of the exclusion requests, and a declaration attesting to the completeness and accuracy thereof.

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17. Motion for Attorneys' Fees, Costs and Expenses, and Service Awards; Final Approval Motion; Response to Objection(s). At least 21 days before the Objection Deadline, Class Counsel may file a motion for an award of attorneys' fees, reimbursement of litigation costs and expenses, and class representative Service Awards. No later than 14 days after the Objection Deadline, Class Counsel must file the motion, supporting brief, and supporting documents in support of a request for final approval of the Settlement, and response(s) to any Objection to the Settlement.

18. Reasonable Procedures. Class Counsel and MNAO's Counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this Order or the Settlement Agreement, including making, without further approval of the Court, minor changes to the form or content of the Class Notice(s), and other exhibits that they jointly agree are reasonable or necessary.

19. Extension of Deadlines. Upon application of the Parties, the deadlines set forth in this Order may be extended by order of the Court, without further notice to the Settlement Class. Settlement Class Members must check the Settlement Website (www.MazdaInfotainmentSettlement.com) regularly for updates and further details regarding extensions of these deadlines. The Court reserves the right to adjourn or continue the Final Approval Hearing, and/or to extend the deadlines set forth in this Order, without further notice of any kind to the Settlement Class.

20. Final Approval Hearing. A Final Approval Hearing will be held by this Court [**no earlier than 165 days after entry of this Preliminary Approval Order**] in the Courtroom of the Honorable Benjamin Beaton, the United States District Court, Western District of Kentucky located at Gene Snyder United States Courthouse, 601 West Broadway, Room 266, Louisville, KY 40202-2227, at _____.m. on _____, 2024, to determine: (a) whether the

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Settlement should be approved as fair, reasonable, and adequate; (b) whether a Final Approval Order and Judgment should be entered; (c) whether to approve the motion for class representative Service Awards for and an award of attorneys' fees and litigation expenses and costs; and (d) any other matters that may properly be brought before the Court in connection with the Settlement. The Court may approve the Settlement with such modifications as the Parties may agree to, if appropriate, without further notice to the Class.

21. If Effective Date Does Not Occur. In the event that the Effective Date does not occur, certification shall be automatically vacated and this Preliminary Approval Order, and all other orders entered and releases delivered in connection herewith, shall be vacated and shall become null and void.

22. The table below reflects the relevant time periods set forth in the Settlement Agreement and this Order:

<u>Event</u>	<u>Timeframe</u>
Notice Date	_____ [75 days after entry of Preliminary Approval Order]
Plaintiffs' Motion for Fees and Expenses Award, and Service Awards	_____ [at least 21 days prior to Objection Deadline]
Objection Deadline	_____ [60 days after Notice Date]
Opt-Out Deadline	_____ [60 days after Notice Date]
Plaintiffs' Motion for Final Approval	_____ [no later than 14 days after Objection Deadline]
Settlement Administrator Declaration re: Class Notice	_____ [at least 14 days prior to Final Approval Hearing]
Claims Period/Deadline	_____ [90 days after Notice Date]
Final Approval Hearing	_____ [a date on or after 165 days after entry of the Preliminary Approval Order]

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23. The Court may modify the dates above if good cause exists, and the Court may adjourn the Final Approval Hearing without further notice to Settlement Class Members; however, any changes to deadlines shall be posted on the Settlement Website.

SO ORDERED:

Date: _____

Honorable Benjamin Beaton
United States District Judge

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I. INTRODUCTION

Plaintiffs Catherine Duffy, Matthew Edlin, Lawrence Mulcahy and Paula Hall (“Plaintiffs”) respectfully request that the Court preliminarily approve the nationwide class action settlement (“Settlement,”¹ “Settlement Agreement,” or “SA,” attached as Exhibit 1) with Mazda Motor of America, Inc. d/b/a Mazda North American Operations (“MNAO” or “Mazda”) that will provide significant benefits to current and former owners and lessees of nearly 1.7 million Mazda vehicles equipped with the Mazda Connect infotainment system. Plaintiffs allege that a defect in Mazda Connect causes impacted Class Vehicles to suffer a variety of malfunctions. Mazda denies that Mazda Connect is defective but has agreed to resolve this matter to provide valuable benefits to its customers and to avoid the cost, delay, and uncertainty of protracted litigation.

The proposed Settlement should be approved because it meets the applicable Sixth Circuit criteria for being fair, reasonable, and adequate. It contains two principal components. First, it provides all current owners and lessees of Settlement Class Vehicles with a two-year, unlimited mileage Limited Warranty Extension (“LWE”) comprised of software updates or, if necessary, repair or replacements of certain Mazda Connect hardware. All Settlement Class Members who are current owners or lessees of Settlement Class Vehicles under the Settlement will get the benefit of the LWE automatically without having to submit a Claim Form. Second, the Settlement creates a program where Settlement Class Members who previously incurred out-of-pocket expenses for certain Mazda Connect software updates, and/or for repair and/or replacement of an “SD Card,” the CMU, the Display, or the Rear-view Camera can be reimbursed for those expenses.

The Settlement is the product of extensive negotiations over a nearly two-year period that

¹ All capitalized terms herein not separately defined shall have the same meaning ascribed to them in the Settlement Agreement, filed concurrently with this motion.

included filing and then dismissing a case in California state court; successive tolling agreements while the parties negotiated a potential resolution; the production of voluminous data and documents from Mazda; and four mediation sessions with Hon. Dickran M. Tevrizian (Ret.) of JAMS. It represents an excellent result for Settlement Class Members and should be approved by the Court considering the efficiency with which it was reached and the significant litigation risks and expenses to the parties that it avoids. Plaintiffs respectfully request that the Court certify the proposed Settlement Class for settlement purposes; authorize dissemination of the proposed Class Notice to the Settlement Class; enter the Parties' proposed schedule for the filing of claims, requests for exclusion and objections; and schedule a Final Approval Hearing. Mazda does not oppose this motion or the requested relief.

II. PROCEDURAL AND FACTUAL HISTORY

On January 24, 2022, Plaintiff Duffy's counsel sent a letter to Mazda's legal department providing Mazda with pre-litigation notice pursuant to the Kentucky Consumer Protection Act, § 367.110 *et seq.* and the Uniform Commercial Code. *See* Declaration of Benjamin F. Johns ("Johns Decl.," attached as Exhibit 2) at ¶ 6. The letter described the technical failures that Ms. Duffy had experienced in the Mazda Connect System in her 2018 Mazda3 Hatchback, including intermittent rebooting, freezing, and sporadic failure of the vehicle's navigation system. Mazda provided a written response to Ms. Duffy's counsel on February 17, and then again on April 11, 2022. *Id.*

Counsel for the parties had several discussions over the ensuing weeks and months concerning the scale and scope of the issues identified in the demand letter. *Id.* at ¶ 7. During the parties' preliminary discussions, Plaintiffs' counsel advised Mazda that they had been contacted by several other Mazda vehicle owners who reported having experienced issues similar to those described by Ms. Duffy. *Id.* at ¶ 6; Declaration of Andrew W. Ferich ("Ferich Decl.," attached as

Exhibit 3) at ¶ 6. The parties continued to investigate the issues associated with Mazda Connect in additional models, collected data from their respective clients, and convened numerous phone calls to discuss their findings. Johns Decl. at ¶ 7; Ferich Decl. at ¶ 7.

After several months of discussions and exchanges of information, the parties agreed to participate in a mediation with Judge Tevrizian of JAMS. Johns Decl. at ¶ 8; Ferich Decl. at ¶ 8. In advance of that session, on November 1, 2022, Plaintiffs' counsel sent Mazda's lawyers a comprehensive list of requests for information and documents to help guide the settlement discussions and assist Plaintiffs' counsel in formulating a settlement demand. *Id.* After executing a confidentiality agreement, Mazda began producing materials to Plaintiffs' counsel. *Id.* Mazda produced nearly 800 pages of documents and 11 large Excel worksheets. *Id.* These documents ranged in date from 2013 to 2022 and included service alerts, technical service bulletins, information about Mazda Connect software updates, warranty claims data, and relevant Mazda communications with its dealers. *Id.*

On December 23, 2022, Plaintiffs filed a case in the Superior Court of California, Orange County, concerning the Mazda Connect system, captioned as *Duffy, et al. v. Mazda Motor of America, Inc. et al.*, Case No. 30-2022-01298682-CU-BC-CXC (the "California complaint"). The California complaint was a class action and sought to represent a nationwide class of purchasers and lessees of Mazda2 2016-2022; Mazda3 2014-2018; Mazda6 2016-2021; Mazda CX-3 2016-2021; Mazda CX-5 2016-2020; Mazda CX-9 2016-2020; and Mazda MX-5 2016-2021.

The parties participated in an all-day virtual mediation with Judge Tevrizian on January 10, 2023. Johns Decl. at ¶ 10; Ferich Decl. at ¶ 9. While the parties made progress on the general parameters for a resolution, the case did not settle. *Id.* Instead, Plaintiffs' counsel asked Mazda for additional information and data to facilitate further negotiations. *Id.* Per Mazda, much of this

requested information had to be gathered from Mazda's corporate parent in Japan.

The parties participated in a second mediation session with Judge Tevrizian on April 25, 2023. Johns Decl. at ¶ 11; Ferich Decl. at ¶ 10. Although the second mediation session was productive, it too did not result in a settlement. *Id.* By this point, the parties had narrowed many of the issues and obtained a better understanding of their respective positions on settlement. *Id.* Specifically, the parties reached agreement on the scope of affected models (the same as those defined in the California complaint); the nature of the class-wide relief (an extended warranty and expense reimbursement program); the length of the extended warranty (two years and unlimited mileage); and the type of expenses and defect symptoms covered by the settlement. *Id.*

In view of the progress made at the second mediation and the need for further confirmatory discovery, the parties informally agreed to stay the prosecution of the case in California while they continued to negotiate a potential settlement. Johns Decl. at ¶ 12; Ferich Decl. at ¶ 11. After agreeing to an expanded tolling agreement, Plaintiffs voluntarily dismissed the California complaint without prejudice on May 25, 2023. *Id.* After many additional months of finalizing the settlement details, in October 2023, the parties memorialized the material terms of the settlement in a term sheet. *Id.*

At no point prior to reaching a settlement in principle did the parties discuss or negotiate the issue of Plaintiffs' attorneys' fees, litigation costs and expenses, or Service Awards. Johns Decl. at ¶ 13; Ferich Decl. at ¶ 12. Once those discussions began, the parties were unable to reach agreement on these issues and, accordingly, agreed to return to Judge Tevrizian for a third mediation session on January 16, 2024, and a fourth session on April 30, 2024. Johns Decl. at ¶¶ 13-14; Ferich Decl. at ¶¶ 12-13. The Parties were able to reach an agreement on the Service Awards for Plaintiffs during the third mediation session. *Id.* At the conclusion of the fourth mediation

session, Judge Tevrizian made a mediator's proposal for attorneys' fees and litigation expenses, which both sides subsequently accepted. *Id.*

On June 20, 2024, the Parties executed the Settlement Agreement.

III. OVERVIEW OF THE SETTLEMENT

A. The Settlement Class

The proposed Settlement Class is defined as follows:

All residents of the continental United States, Hawaii, Alaska, and all United States territories who currently own or lease, or previously owned or leased, a Settlement Class Vehicle originally purchased or leased in the continental United States, Hawaii, Alaska, or any United States territory.

SA ¶ III.A. Excluded from the Settlement Class are: (1) MNAO; (2) any affiliate, parent, or subsidiary of MNAO; (3) any entity in which MNAO has a controlling interest; (4) any officer or director of MNAO; (5) any successor or assign of MNAO; (6) any Judge to whom the Litigation is assigned; (7) anyone who purchased a Settlement Class Vehicle for the purpose of resale; (8) any owners or lessees of Settlement Class Vehicles that were not distributed for sale or lease in the continental United States, Hawaii, Alaska, or any United States territory; and (9) any person who has resolved or otherwise released their claims, in a separate written agreement with MNAO, as of the date of the settlement. *Id.* ¶ III.B.

The Settlement Class Vehicles include: Mazda2 model years 2016-2022; Mazda3 model years 2014-2018; Mazda6 model years 2016-2021; Mazda CX-3 model years 2016-2021; Mazda CX-5 model years 2016-2020; Mazda CX-9 model years 2016-2020; and Mazda MX-5 model years 2016-2023 *Id.* ¶ II.NN. Confirmatory discovery has confirmed that all Settlement Class Vehicles are equipped with certain iterations of the Mazda Connect infotainment system, and that there are nearly 1.7 million Settlement Class Vehicles. Johns Decl. at ¶ 15; Ferich Decl. at ¶ 14.

B. The Settlement Benefits

The two primary components of the Settlement are 1) the Limited Warranty Extension (“LWE”) and 2) a reimbursement program through which Settlement Class Members can seek reimbursement of out-of-pocket expenses related to the alleged defect. The Settlement benefits are discussed in more detail below.

1. The Limited Warranty Extension

All the Settlement Class Vehicles initially come with a three year/36,000-mile New Vehicle Limited Warranty (“NVLW”) that provides coverage for the Mazda Connect system. The proposed Settlement essentially extends that warranty by two years (and creates a new two-year warranty for Vehicles with a NVLW that has already expired) (i.e., the LWE). The LWE covers Mazda Connect Software Updates and (if recommended by the authorized Mazda Dealership who performs the Update), repair or replacement for the CMU for the Settlement Class Vehicles.² SA ¶ IV.B.3; II.Q. The LWE will cover these issues for a period of 24 months beginning on the date the Court enters the Preliminary Approval Order.³ *Id.* ¶ IV.B.2. Unlike the NVLW, the LWE is not subject to a mileage limitation (*id.*), which is significant because Mazda estimates that the majority of the Class Vehicles are outside of the NVLW based on either age or mileage (or both). Johns Decl. at ¶ 16; Ferich Decl. at ¶ 15. In other words, the LWE will essentially create new Mazda Connect warranty coverage for the majority of Settlement Class Vehicles that are (or soon will be) outside of the NVLW’s durational limitation.

² CMU means Connectivity Master Unit. In the Settlement Class Vehicles, the CMU is the hardware component of Mazda Connect.

³ For the small number of Settlement Class Vehicles that are still within the NVLW at that time, the LWE would be added to and run from the expiration of the still-existing NVLW. In other words, these Settlement Class Members would receive the full benefit of both their NVLW from the manufacturer and the LWE under the Settlement.

The LWE's coverage is limited to software updates and CMU repair/replacement because confirmatory discovery has confirmed that most complaints and warranty claims made about the issues alleged with Mazda Connect are resolved with software updates and CMU replacements. Johns Decl. at ¶ 17; Ferich Decl. at ¶ 16.

All Settlement Class Members will get the benefit of the LWE under the Settlement, and a Settlement Class Member is not required to submit a Claim Form to receive this automatic benefit. SA ¶ IV.B.1. The LWE is fully transferrable to subsequent Vehicle owners. *Id.* ¶ IV.B.4.

2. Reimbursement Program to Compensate Out-of-Pocket Expenses

In addition to the forward-looking relief provided by the LWE, the Settlement allows Settlement Class Members to submit Claims for reimbursement of out-of-pocket expenses incurred for eligible software updates for Mazda Connect, repair and/or replacement of a CMU, or a SD Card, or Display, or Rear-view Camera in a Settlement Class Vehicle. SA ¶ IV.C. Settlement Class Members can be reimbursed for these out-of-pocket expenses whether they were incurred at an authorized Mazda dealer or at a third-party repair facility. *Id.* ¶ IV.C.-D. However, reimbursements for repairs performed by a non-Mazda facility will be limited to verified Mazda OEM parts, labor costs will be capped at Mazda's current national warranty labor rate of \$167 per hour, and total reimbursement will be subject to a per-vehicle limit of \$1,750. *Id.* ¶ IV.D. Eligible repairs must have occurred prior to the date on which the Court enters the Preliminary Approval Order. *Id.* ¶ IV.C. Settlement Class Members seeking a reimbursement must submit reasonable documentary evidence (e.g., a receipt, credit card statement, or service record) with their Claim. *Id.* ¶ V.D.3. Those Settlement Class Members who previously paid for an eligible repair but no longer have their Vehicle will be eligible under this category provided all the other requirements are satisfied.

C. The Release; Dismissal with Prejudice

In exchange for the benefits and consideration provided under the Settlement—and subject to the Court’s final approval—Plaintiffs and Settlement Class Members (excluding those who timely and validly opt out) will release any claims against Mazda that were or could have been asserted related to defects alleged in the Mazda Connect system equipped in the Settlement Class Vehicles. SA ¶¶ VII.A-F. The Litigation will also be dismissed with prejudice. SA ¶ VII.A.

D. The Notice Plan

The Settlement Agreement contains a comprehensive Notice plan, to be paid for by Mazda and administered by JND Legal Administration (“JND”), a nationally recognized class action settlement administrator. Declaration of Gina Intrepido-Bowden (“Intrepido-Bowden Decl.,” attached as Exhibit 4) at ¶ 11. Settlement Class Members will be sent direct notice in the form of a Class Notice, via direct mail. SA ¶ V.D.1; Intrepido-Bowden Decl. at ¶ 15. The mailed Class Notice will be accompanied by a paper Claim Form. SA ¶ V.D.1; Intrepido-Bowden Decl. at ¶ 15. Within 75 days after entry of the Preliminary Approval Order (i.e., the Notice Date), the Settlement Administrator shall cause to be mailed—by first class mail to the current or last known addresses of all reasonably identifiable Settlement Class Members—individual Notice, which shall direct Settlement Class Members to the settlement website and to the long-form notice, as well as the Claim Form and request for exclusion form. SA ¶ V.D.1; Intrepido-Bowden Decl. at ¶ 24.

Mazda will utilize its records to identify Settlement Class Members, verify and update Settlement Class Members’ information via a third party that maintains and collects the names and addresses of automobile owners (e.g., IHS Inc., Experian), and send a mailed Class Notice to identified Settlement Class Members by first-class mail. SA ¶ V.D.1. Prior to mailing the Class Notice, an address search through the United States Postal Service’s National Change of Address

database will be conducted to update the address information for Settlement Class Vehicle owners and lessees. *Id.*; Intrepido-Bowden Decl. at ¶ 24. For each individual Notice that is returned as undeliverable, the Settlement Administrator shall re-mail the Class Notice where a forwarding address has been provided. SA ¶ V.D.1; Intrepido-Bowden Decl. at ¶ 24. For the remaining undeliverable Notice mailings where no forwarding address is provided, the Settlement Administrator shall perform an advanced address search (e.g., a skip trace) and re-mail any undeliverable Notices to the extent any new and current addresses are located. SA ¶ V.D.1; Intrepido-Bowden Decl. at ¶ 24. In addition, Mazda will set up a dedicated settlement website that will include the postcard notice, long form notice, Claim Form, Settlement Agreement, and other relevant documents. SA ¶ V.D.1; Intrepido-Bowden Decl. at ¶ 30. Class Counsel also will provide a link to the Settlement Website on their respective law firm websites. SA ¶ V.D.1. As noted above and in the Settlement Agreement, Mazda has agreed to pay all costs of notice and other settlement administration costs. SA ¶ V.B. Mazda has also agreed to provide Notice of the Settlement to the appropriate state and federal officials, as required by the Class Action Fairness Act, 28 U.S.C. § 1715. SA ¶ V.C.

The Settlement Agreement accounts for any Settlement Class Members who wish to object to or exclude themselves from the Settlement. SA ¶ VI.E. Any request for exclusion must be made online or postmarked within 60 days after the Notice Date. *Id.* The Settlement Agreement requires that any objection or opt-out request contain sufficient information to reasonably demonstrate that the submission is made by a person who has standing as a Settlement Class Member. *Id.*

Settlement Class Members seeking to be reimbursed for eligible out-of-pocket expenses under the Settlement must submit a Claim Form within 90 days of the Notice Date. SA ¶¶ V.D.3., II.E. As noted above, there is no claim form filing requirement to receive the benefit of the LWE.

E. Proposed Named Plaintiff Service Awards

Each Plaintiff has been a dedicated and active participant on behalf of the Settlement Class, putting their name and reputation on the line for the sake of their fellow Settlement Class Members. This recovery would not have been possible without their efforts. Johns Decl. at ¶ 13; Ferich Decl. at ¶ 18. In view of these efforts, Class Counsel will separately petition the Court for approval of service awards in the amount of up to \$4,000 for Plaintiff Duffy (who sent the initial demand and had her vehicle inspected by Mazda), and \$2,500 for each of the other three Plaintiffs. SA ¶ VI.D.

F. Attorneys' Fees and Litigation Expenses

Pursuant to the Settlement, MNAO agrees to pay attorneys' fees and reimbursement of litigation costs and expenses in an amount not to exceed \$1,900,000.00. SA ¶ VI.C. Class Counsel will petition the Court for an award of attorneys' fees, costs, and expenses not to exceed this amount at least 21 days before the Objection Deadline. *Id.* Any fee and expense award shall be paid by Mazda within 30 days after the Effective Date. *Id.*

G. The Settlement Administrator

Following conferral, the Parties propose that JND serve as Settlement Administrator to provide Notice; administer and make determinations regarding Claim Forms; process Settlement payments; make distributions; and provide other services necessary to implement the Settlement. SA ¶ V.D.1; *see generally* Intrepido-Bowden Decl. All costs of settlement administration and Notice will be paid for by Mazda. SA ¶ V.B. JND was selected following a request for proposal process conducted by proposed Class Counsel to identify the most efficient and cost-effective option. Johns Decl. at ¶¶ 18-19; Ferich Decl. at ¶¶ 20-21. Proposed Class Counsel and their firms have previously worked with JND. *Id.*

IV. ARGUMENT

A. Fed. R. Civ. P. 23(e) and Sixth Circuit Standards for Preliminary Approval

“Federal Rule of Civil Procedure 23(e) provides that the claims of ‘a class proposed to be certified for purposes of settlement’ can be settled ‘only with [a] court’s approval.’” *Thompson v. Seagle Pizza, Inc.*, No. 20-cv-0016, 2022 WL 1431084, at *3 (W.D. Ky. May 5, 2022) (quoting Fed. R. Civ. P. 23(e)). “Approval of a class action settlement involves two-stages: (1) ‘The judge reviews the proposal preliminarily to determine whether it is sufficient to warrant public notice and a hearing’; and (2) ‘If so, the final decision on approval is made after the hearing.’” *Green v. Platinum Restaurants Mid-Am. LLC*, No. 14-cv-0439, 2022 WL 1240432, at *2 (W.D. Ky. Apr. 27, 2022) (quoting *Ann. Manual Complex Lit.* (Fourth) § 13.14 (2019)).

“At the stage of preliminary approval, the questions are simpler, and the court is not expected to, and probably should not, engage in analysis as rigorous as is appropriate for final approval.” *Lott v. Louisville Metro Gov’t*, No. 19-cv-0271, 2023 WL 2562407, at *1 (W.D. Ky. Mar. 17, 2023) (internal quotations and citation omitted). “Courts apply a degree of scrutiny sufficient to avoid ‘rubber-stamp[ing]’ a proposed settlement agreement, while still being ‘mindful of the substantial judicial processes that remain to test the assumptions and representations upon which the [proposed settlement agreement] are premised.’” *Id.* (citation omitted); *see also Moeller v. Wk. Publications, Inc.*, 649 F. Supp. 3d 530, 537 (E.D. Mich. 2023) (“The question at the preliminary-approval stage is ‘simply whether the settlement is fair enough’ to begin the class-notice process.”) (citation omitted).

Rule 23(e)(2) sets forth factors to assist the Court in determining whether a settlement is “fair, reasonable, and adequate:

(A) the class representatives and class counsel have adequately represented the class;

(B) the proposal was negotiated at arm's length;

(C) the relief provided for the class is adequate, taking into account:

(i) the costs, risks, and delay of trial and appeal;

(ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;

(iii) the terms of any proposed award of attorney's fees, including timing of payment; and

(iv) any agreement required to be identified under Rule 23(e)(3); and

(D) the proposal treats class members equitably relative to each other.”

Green, 2022 WL 1240432, at *2–*3 (quoting Fed. R. Civ. P. 23(e)(2)).

In addition to the Rule 23(e)(2) considerations, the Sixth Circuit has articulated the following “traditional factors”:

(1) the risk of fraud or collusion; (2) the complexity, expense and likely duration of the litigation; (3) the amount of discovery engaged in by the parties; (4) the likelihood of success on the merits; (5) the opinions of class counsel and class representatives; (6) the reaction of absent class members; and (7) the public interest.

Green, 2022 WL 1240432, at *4 (W.D. Ky. Apr. 27, 2022) (citation omitted).

“[I]n considering whether to approve the parties’ proposed settlement, [courts] in the Sixth Circuit should look to both the factors found in Rule 23 as well as the Sixth Circuit’s traditional factors.” *Doe v. Ohio*, No. 91-cv-00464, 2020 WL 728276, at *3 (S.D. Ohio Feb. 12, 2020), *report and recommendation adopted*, No. 91-cv-0464 (S.D. Ohio Mar. 2, 2020) (citations omitted).

B. The Settlement Is Fair, Reasonable, and Adequate Under the Rule 23 and Sixth Circuit Factors

Application of the Rule 23(e)(2) and the Sixth Circuit considerations demonstrates that the Settlement is fair, reasonable, and adequate and is in the best interests of the class.

1. The Rule 23 Factors Support Preliminary Approval

a. The Class Representatives and Class Counsel Have Adequately Represented the Class

Under Rule 23(e)(2)(A), the Court considers whether the class representatives and class counsel adequately represented the class. Fed. R. Civ. P. 23(e)(2)(A). Plaintiffs and their counsel have done so here. Plaintiffs' counsel has handled this matter on a contingency basis for over two years, including four mediation sessions. The Plaintiffs have cooperated with their counsel and stayed abreast of all litigation activity. This factor supports the approval.

b. The Proposed Settlement Is the Product of Arms-Length Negotiations Among Experienced Counsel

Fed. R. Civ. P. 23(e)(2)(B) asks whether the proposal was negotiated at arm's length. As discussed above, the Settlement Agreement is the product of four mediation sessions with Judge Tevrizian over the course of a year. These negotiations were conducted at arm's length in good faith by experienced counsel. Johns Decl. at ¶¶ 2, 14; Ferich Decl. at ¶¶ 2, 13. The parties did not discuss or negotiate the issue of attorneys' fees or plaintiff service awards until after there was agreement on all material terms of the settlement. Johns Decl. at ¶ 13; Ferich Decl. at ¶ 12. This factor supports the fairness of the settlement. *See, e.g., Bert v. AK Steel Corp.*, 2008 WL 4693747, at *2 (S.D. Ohio Oct. 23, 2008) ("participation of an independent mediator in settlement negotiations virtually insures that the negotiations were conducted at arm's length and without collusion between the parties").

c. The Relief Under the Proposed Settlement Is Adequate

In determining whether the class-wide relief is adequate under Rule 23(e)(2)(C), the Court considers "the costs, risks, and delay of trial and appeal"; "the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims"; "the terms of any proposed award of attorney's fees, including timing of payment"; and

“any agreement required to be identified under Rule 23(e)(3).”⁴ Fed. R. Civ. P. 23(e)(2)(C).

While this case was settled before it was fully litigated, the parties had a detailed understanding of their respective arguments and defenses during this process. Mazda has vigorously denied liability from the outset and would have continued to take this position had litigation continued. To prevail, Plaintiffs would have had to withstand Mazda’s motion to dismiss, obtain class certification, likely defend a certification order on appeal under Rule 23(f), survive likely motions for decertification and for summary judgment, and prevail at trial and any subsequent appeal. Plaintiffs recognize the risk associated with each successive stage of this process. *See, e.g., Sonneveldt v. Mazda Motor of Am., Inc.*, No. 19-cv-1298, 2023 WL 2292600, at *17 (C.D. Cal. Feb. 23, 2023) (decertifying previously certified classes of consumers and entering summary judgment for the defendant); *Coba v. Ford Motor Co.*, 932 F.3d 114, 116 (3d Cir. 2019) (affirming district court’s entry of summary judgment in favor of the automobile manufacturer-defendant on all of the plaintiffs’ breach of warranty, consumer fraud, and other claims).

In contrast to the uncertainty and delays attendant to protracted litigation, the settlement “provides a significant, easy-to-obtain benefit to class members” as well as a warranty extension to class members. *In re Haier Freezer Consumer Litig.*, No. 11-cv-02911, 2013 WL 2237890, at *5 (N.D. Cal. May 21, 2013); *see also Ebarle v. Lifelock, Inc.*, No. 15-cv-00258, 2016 WL 234364, at *8 (N.D. Cal. Jan. 20, 2016) (settlement that provides immediate benefits to class members has value compared to the risk and uncertainty of continued litigation).

As to the other considerations under Rule 23(e), the Settlement’s proposed method of distributing relief to the class is not unduly burdensome yet deters fraudulent claims. *See* Fed. R. Civ. P. 23(e)(2)(C)(ii). All Class Members will automatically receive the benefit of the warranty

⁴ There are no side agreements to disclose under Rule 23(e)(3).

extension. Finally, the amount of attorneys' fees and litigation expenses and costs that will be sought are reasonable, as will be discussed in the forthcoming motion for attorneys' fees, litigation costs and expenses, and Service Awards. *See* Fed. R. Civ. P. 23(e)(2)(C)(iii).

d. The Settlement Treats Class Members Equitably Relative to Each Other

The proposed Settlement also treats Settlement Class Members equitably relative to each other, as required by Rule 23(e)(2)(D). All current owners and lessees benefit from the warranty extension (as will future owners), and all current and former owners and lessees are entitled to claim reimbursement of the several categories of out-of-pocket costs incurred. The Settlement also treats owners who purchased new and used vehicles equally. In sum, the Settlement ensures that all Settlement Class Members will be treated equitably relative to each other.

2. The Sixth Circuit Factors Support Preliminary Approval

a. The Risk of Fraud or Collusion

"Courts presume the absence of fraud or collusion in class action settlements unless there is evidence to the contrary." *Green*, 2022 WL 1240432, at *4 (quoting *Thacker v. Chesapeake Appalachia, L.L.C.*, 695 F. Supp. 2d 521 (E.D. Ky. 2010)). Furthermore, "the participation of an independent mediator in the settlement negotiations virtually assures that the negotiations were conducted at arm's length and without collusion between the parties." *Ditsworth v. P & Z Carolina Pizza*, No. 20-cv-00084, 2021 WL 2941985, at *3 (W.D. Ky. July 13, 2021). There is no fraud or collusion here. The parties reached the Settlement through nearly two years of negotiations and with the assistance of a respected mediator. No discussion of attorneys' fees, litigation expenses and costs, and service awards occurred until after the parties reached agreement on all material terms of the Settlement, and these amounts were reached through separate (third and fourth) mediation sessions with Judge Tevrizian. Johns Decl. at ¶ 13; Ferich Decl. at ¶ 12.

b. The Complexity, Expense and Likely Duration of Litigation

As discussed above, the parties have evaluated the risks, delay, and complexity of this litigation. This Court has recognized that “most class actions are inherently complex and settlement avoids the costs, delays, and multitude of other problems associated with them.” *Ditsworth*, 2021 WL 2941985, at *3 (quoting *In re Telectronics Pacing Sys., Inc.*, 137 F. Supp. 2d 985, 1013 (S.D. Ohio 2001)). Had the parties not efficiently resolved the matter, it may have been years before trial and there was a risk of non-recovery. This factor supports approval. *See Wilson v. Anthem Health Plans of Kentucky, Inc.*, No. 14-cv-0743, 2019 WL 6898662, at *5 (W.D. Ky. Dec. 18, 2019).

c. The Amount of Discovery Engaged in by the Parties

“In considering whether there has been sufficient discovery to permit the plaintiffs to make an informed evaluation of the merits of a possible settlement, the court should take account not only of court-refereed discovery but also informal discovery in which parties engaged both before and after litigation commenced.” *Ditsworth*, 2021 WL 2941985, at *3 (citation omitted). “[T]he absence of formal discovery is not unusual or problematic, so long as the parties and the court have adequate information in order to evaluate the relative positions of the parties.” *Id.* As discussed above, Mazda produced and proposed Class Counsel reviewed hundreds of pages of documents that were responsive to Plaintiffs’ requests for information relevant to the Settlement. Johns Decl. at ¶ 15; Ferich Decl. at ¶ 14. This point supports approval of the Settlement.

d. The Likelihood of Success on the Merits

“In evaluating settlements, courts are not required to reach any ultimate conclusions on the contested issues of fact and law which underlie the merits of the dispute, for it is the very uncertainty of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual settlements.” *Ditsworth*, 2021 WL 2941985, at *2 (internal quotations and citation omitted). As discussed *supra*, Plaintiffs faced significant risks on the merits of their claims,

including with respect to class certification, due in part to the availability of years-old evidence.

e. The Opinions of Class Counsel and Class Representatives

“‘The endorsement of the parties’ counsel is entitled to significant weight, and supports the fairness of the class settlement.’” *Green*, 2022 WL 1240432, at *5 (quoting *UAW v. Ford Motor Co.*, No. 07-cv-14845, 2008 WL 4104329, at *26 (E.D. Mich. Aug. 29, 2008)). Here, “the experienced attorneys on each side, after assessing the relative risks and benefits of litigation, believe that the settlement is fair and reasonable.” *Wilson*, 2019 WL 6898662, at *6. All Plaintiffs and Plaintiffs’ counsel support the Settlement here. Johns Decl. at ¶ 5; Ferich Decl. at ¶¶ 5, 18.

f. The Reaction of Absent Class Members

Since class notice has not yet been provided at this preliminary stage, “the reaction of absent class members does not yet weigh one way or the other in determining whether settlement is appropriate.” *Green*, 2022 WL 1240432, at *5. Plaintiffs will address this point in connection with their forthcoming motion for final approval of the settlement.

g. The Public Interest

“[T]here is a strong public interest in encouraging settlement of complex litigation and class action suits because they are ‘notoriously difficult and unpredictable’ and settlement conserves judicial resources.” *Id.* at *5 (internal quotation marks and citation omitted). Here, it is virtually certain that no other case would be brought to pursue these claims because, but for the parties’ tolling agreement, the claims of most class members would be beyond the statute of limitations. Further, no other action has been brought during the two years the parties have negotiated this Settlement.

C. The Court Will Be Able to Certify the Class for Purposes of Settlement

Before granting preliminary approval of a proposed settlement, a Court must also determine that the proposed settlement class is appropriate for certification. *Amchem Prods., Inc.*

v. Windsor, 521 U.S. 591, 620 (1997). Class certification is proper if the proposed class satisfies the numerosity, commonality, typicality, and adequacy of representation requirements. Fed. R. Civ. P. 23(a). Because certification is sought under Rule 23(b)(3), Plaintiffs must also demonstrate that common questions of law or fact predominate over individual issues and that a class action is the superior device to adjudicate the claims. *Amchem*, 521 U.S. at 615–16. District courts have broad discretion to determine whether certification is appropriate. *See In re Whirlpool Corp. Front-Loading Washer Prod. Liab. Litig.*, 722 F.3d 838, 850 (6th Cir. 2013).

When a litigation class has not been certified prior to a settlement, the Court considers whether “it likely will be able, after the final hearing, to certify the class.” Fed. R. Civ. P. 23(e)(1) advisory committee’s note to 2018 amendment; *see In re Payment Card Interchange Fee & Merch. Disc. Antitrust Litig.*, 330 F.R.D. 11, 50 (E.D.N.Y. 2019). As discussed below, the Court here will likely be able to certify the proposed settlement class in connection with final approval.

1. The Class Members Are Too Numerous to Be Joined

Class certification requires the class to be so numerous that their joinder would be “impracticable.” Fed. R. Civ. P. 23(a)(1). There are 1,668,244 Settlement Class Vehicles in the United States, including Puerto Rico and other territories. Numerosity, therefore, is readily satisfied. *See, e.g., Marcus v. BMW of N. Am., LLC*, 687 F.3d 583, 595 (3d Cir. 2012) (noting that classes exceeding 40 are sufficiently numerous); *Curry v. SBC Commc’ns, Inc.*, 250 F.R.D 301, 310 (E.D. Mich. 2008) (“In most cases, a class in excess of forty members will do.”).

2. There Are Common Questions of Law and Fact

Rule 23 next requires the presence of common questions of law or fact. Fed. R. Civ. P. 23(a)(2). Commonality may be shown when the claims all “depend upon a common contention,” with a single common question sufficing. *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 350 (2011).

The common questions in this case include, *inter alia*, whether express or implied contracts were breached, whether the Mazda Connect System is defective, whether Mazda had knowledge of the alleged defect (and if so, when), and whether Mazda had a legal duty to disclose the alleged defect. These questions are common to the class, capable of class-wide resolution, and “will resolve an issue that is central to the validity of each one of the claims in one stroke.” *Id.* at 427 (quoting *Wal-Mart Stores*, 564 U.S. at 350). The commonality requirement is met. *See Henderson v. Volvo Cars of N. Am., LLC*, No. 09-cv-4146, 2013 WL 1192479, at *4 (D.N.J. Mar. 22, 2013) (“Several common questions of law and fact exist in this case, including whether the transmissions in the Class Vehicles suffered from a design defect, whether Volvo had a duty to disclose the alleged defect, whether the warranty limitations on Class Vehicles are unconscionable or otherwise unenforceable, and whether Plaintiffs have actionable claims.”).

3. Plaintiffs’ Claims Are Typical of the Class’s Claims

A class representative’s claims must be typical of those of other class members. Fed. R. Civ. P. 23(a)(3). Typicality assesses “whether a sufficient relationship exists between the injury to the named plaintiff and the conduct affecting the class, so that the court may properly attribute a collective nature to the challenged conduct.” *Sprague v. General Motors Corp.*, 133 F.3d 388, 399 (6th Cir. 1998). Plaintiffs satisfy the typicality requirement where their claim “arises from the same event or practice or course of conduct that gives rise to the claims of other class members, and if his or her claims are based on the same legal theory.” *Beattie v. CenturyTel, Inc.*, 511 F.3d 554, 561 (6th Cir. 2007) (internal quotation marks and citation omitted). The claims need not be identical; rather, they need only “arise[] from the same course of conduct.” *Bittinger v. Tecumseh Prods. Co.*, 123 F.3d 877, 884 (6th Cir. 1997).

Plaintiffs and class members have the same types of claims against the same defendant

stemming from the same alleged violations related to the same allegedly defective product. Typicality is established. *See In re NFL Players Concussion Injury Litig.*, 821 F.3d 410, 428 (3d Cir. 2016), *as amended* (May 2, 2016) (holding typicality met where plaintiffs “seek recovery under the same legal theories for the same wrongful conduct as the [classes] they represent”).

4. Plaintiffs and Class Counsel Will Fairly and Adequately Protect the Interests of the Class

The Class representatives must fairly and adequately protect the interests of the class. Fed. R. Civ. P. 23(a)(4). “Class representatives are adequate when it appears that they will vigorously prosecute the interest of the class through qualified counsel . . . which usually will be the case if the representatives are part of the class and possess the same interest and suffer the same injury as the class members.” *UAW v. Gen. Motors Corp.*, 497 F.3d 615, 626 (6th Cir. 2007) (internal quotation marks and citations omitted). This criterion is satisfied with respect to both Class Counsel and the named Plaintiffs.

a. Class Counsel Are Well Qualified

Rule 23(g) sets forth the criteria for evaluating the adequacy of Plaintiffs’ counsel:

- (i) the work counsel has done in identifying or investigating potential claims in the action;
- (ii) counsel’s experience in handling class actions, other complex litigation, and the types of claims asserted in the action;
- (iii) counsel’s knowledge of the applicable law; and
- (iv) the resources that counsel will commit to representing the class

Fed. R. Civ. P. 23(g)(1)(A).

Plaintiffs’ counsel are well qualified to serve as Class Counsel. Collectively, they have decades of experience successfully representing plaintiffs and classes in complex class action litigation, including in consumer product defect cases. *See, e.g., Udeen v. Subaru of Am., Inc.*, No. 18-17334 (RBK/JS) (D.N.J.) (Mr. Johns and Mr. Ferich served as co-lead counsel in this consumer

class action involving allegedly defective Starlink infotainment systems in certain Subaru automobiles, which resulted a settlement valued at \$6.25 million. At the hearing granting final approval of the settlement, the district court commented that the plaintiffs’ team “are very skilled and very efficient lawyers ... They’ve done a nice job.”); *Steinhardt, et al. v. Volkswagen Group of America, Inc., et al.*, No. 3:23-cv-02291-RK-RLS (D.N.J.) (Mr. Ferich is appointed co-lead counsel in a lawsuit alleging defective belt start generator in certain Audi automobiles; preliminary settlement approval has been granted); *see also In re CorrectCare Data Breach Litig.*, No. 5:22-cv-319-DCR, 2024 WL 1403075, at *4 (E.D. Ky. Apr. 1, 2024) (appointing Mr. Johns co-lead counsel in a class action settlement) (Reeves, C.J.). Adequacy of counsel is satisfied.

b. Plaintiffs Have No Conflicts of Interest and Have Diligently Pursued the Action on Behalf of the Other Class Members

“A named plaintiff is ‘adequate’ if his interests do not conflict with those of the class.” *Shapiro v. All. MMA, Inc.*, No. 17-cv-2583, 2018 WL 3158812, at *5 (D.N.J. June 28, 2018) (citation omitted). Plaintiffs have agreed to serve in a representative capacity, communicated diligently with their attorneys, gathered relevant documents and produced them to their attorneys, and helped prepare the allegations in the Complaint. Plaintiffs will continue to act in the best interests of the other class members; there are no conflicts between Plaintiffs and the class. *See, e.g., id.* (adequacy requirement met where the plaintiff had no interests antagonistic to the class).

5. The Requirements of Rule 23(b)(3) Are Met

After satisfying Rule 23(a), a plaintiff must also satisfy one of the three requirements of Rule 23(b) for a court to certify a class. Fed. R. Civ. P. 23(b); *Merenda v. VHS of Michigan, Inc.*, 296 F.R.D. 528, 536 (E.D. Mich. 2013), *opinion reinstated on reconsideration sub nom. Cason-Merenda v. VHS of Michigan, Inc.*, No. 06-cv-15601, 2014 WL 905828 (E.D. Mich. Mar. 7, 2014). Plaintiffs seek certification under Rule 23(b)(3), which requires that (i) common questions of law

and fact predominate over individualized ones, and that (ii) a class action is superior to other available methods for the fair and efficient adjudication of the controversy. Fed. R. Civ. P. 23(b)(3). “[A] plaintiff must establish that the issues in the class action that are subject to generalized proof, and thus applicable to the class as a whole . . . predominate over those issues that are subject only to individualized proof.” *Beattie*, 511 F.3d at 564 (internal quotation marks and citation omitted). This requirement considers “the difficulties likely to be encountered in the management of a class action” and issues with individual litigation. *Id.*; see also *Amchem*, 521 U.S. at 617 (“[t]he policy at the very core of the class action mechanism is to overcome the problem that small recoveries do not provide the incentive for any individual to bring a solo action[.]”) (internal quotation marks and citation omitted). As set forth below, the predominance and superiority requirements are met.

a. Common Issues of Law and Fact Predominate

The predominance inquiry tests the cohesion of the class, “ask[ing] whether the common, aggregation-enabling, issues in the case are more prevalent or important than the non-common, aggregation-defeating, individual issues.” *Tyson Foods, Inc. v. Bouaphakeo*, 136 S. Ct. 1036, 1045 (2016) (citation omitted). Predominance is met if a single factual or legal question is “at the heart of the litigation.” See *Powers v. Hamilton Cty. Pub. Def. Comm’n*, 501 F.3d 592, 619 (6th Cir. 2007). Predominance is ordinarily satisfied, for settlement purposes, when the claims arise out of the defendant’s common conduct. See, e.g., *Sullivan v. DB Invs., Inc.*, 667 F.3d 273, 299-300 (3d Cir. 2011) (“[T]he focus is on whether the defendant’s conduct was common as to all of the class members.”); *Yaeger v. Subaru of Am., Inc.*, No. 14-cv-4490, 2016 U.S. Dist. LEXIS 117193, at *19-20 (D.N.J. Aug. 31, 2016) (predominance satisfied for purposes of settlement where class vehicles had an allegedly common, undisclosed design defect); *Mendez v. Avis Budget Grp., Inc.*, No. 11-cv-6537, 2017 U.S. Dist. LEXIS 190730 (D.N.J. Nov. 17, 2017) (“[I]n cases where it is

alleged that the defendant made similar misrepresentations, non-disclosures, or engaged in a common course of conduct, courts have found that said conduct satisfies the commonality and predominance requirements.”).

All class members purchased or leased Class Vehicles with the Mazda Connect system which suffers from an alleged defect that Mazda allegedly failed to disclose. Common questions of law therefore predominate for settlement purposes. For example, fraudulent concealment, a cause of action available to all class members, “includes a similar set of elements: (1) misrepresentation or omission of a material fact, (2) a duty to disclose, (3) intent to induce reliance and/or defraud, (4) some form of reliance, and (5) resulting damages.” *See, e.g., In re Lumber Liquidators Chinese-Manufactured Flooring Durability Mktg. & Sales Practice Litig.*, No. 16-md-2743, 2017 WL 2911681, at *7 (E.D. Va. July 7, 2017); *see also Sullivan*, 667 F.3d at 303 (internal citation and quotations omitted) (holding “state law variations are largely irrelevant to certification of a settlement class”); *In re NFL Players’ Concussion Injury Litig.*, 307 F.R.D. 351, 380 (E.D. Pa. 2015), *aff’d* 821 F.3d 410 (3rd Cir. 2016), (holding predominance met for fraudulent concealment claims as defendant’s “knowledge and conduct” was “[c]entral to this case”).

Further, common questions of fact abound with respect to Plaintiffs’ warranty, unfair trade practices, and consumer protection claims: whether the vehicles are defective; whether Mazda should have disclosed the existence of the alleged defect, and if so, when and where; whether the allegedly concealed information was material to a reasonable consumer; and whether class members sustained harm as a result of Mazda’s conduct. *See, e.g., In re Prudential Ins. Co. Am. Sales Practice Litig. Agent Actions*, 148 F.3d 283, 314 (3d Cir. 1998) (noting that cases involving “a common scheme to defraud” readily meet predominance test); *Yaeger*, 2016 U.S. Dist. LEXIS 117193, at *19-20 (noting that whether a defect exists, whether it is covered by warranty, and what

compensation class members are due are common questions that predominate); *Alin v. Honda Motor Co.*, No. 08-cv-4825, 2012 U.S. Dist. LEXIS 188223, at *12 (D.N.J. Apr. 12, 2012) (superiority satisfied where “class vehicles allegedly suffer from defects that cause their air conditioning systems to break down, although there are differences as to how the breakdowns occur”). Common questions predominate for settlement purposes.

b. A Class Action Is a Superior Means of Resolving This Action

Rule 23(b)(3) superiority “requires a plaintiff to show ‘that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.’” *In re Fam. Sols. of Ohio, Inc.*, No. 21-cv-0303, 2022 WL 13915151, at *3 (6th Cir. June 17, 2022) (quoting Fed. R. Civ. P. 23(b)(3)). Rule 23(b)(3) superiority “is met if the class action is a better way than individual litigation to adjudicate a claim.” *Calloway v. Caraco Pharm. Labs., Ltd.*, 287 F.R.D. 402, 407–08 (E.D. Mich. 2012). This is especially true in situations which “vindicat[e] the rights of groups of people who individually would be without effective strength to bring their opponents into court at all.” *Amchem*, 521 U.S. at 617 (citation and internal quotation marks omitted).

Here, given the relatively low value of the individual claims, class members are unlikely to bring (and have not brought) individual lawsuits against Mazda. *In re CorrectCare Data Breach Litig.*, 2024 WL 1403075, at *5. Furthermore, because the class members number over one and a half million, class-wide resolution of their claims in a single action is efficient. *See Atis v. Freedom Mortg. Corp.*, No. 15-cv-03424, 2018 U.S. Dist. LEXIS 189586, at *22-23 (D.N.J. Nov. 6, 2018) (finding superiority satisfied where “individual claims of class members are relatively small in monetary value,” management issues were “less likely” given common questions that predominated, and there were no other litigations concerning the controversy); *In re NFL Players Concussion Injury Litig.*, 821 F.3d at 435 (citation omitted) (superiority satisfied where ““the

[s]ettlement avoids thousands of duplicative lawsuits and enables fast processing of a multitude of claims”). For these reasons, per Rule 23(e)(1)(B), the Court may certify the settlement class.

D. The Class Notice and Plan for Dissemination Should Be Approved

Once the Court has granted preliminary approval to the settlement, it “‘must direct notice in a reasonable manner to all class members who would be bound by the proposal.’” *Wilson*, 2019 WL 6898662, at *6 (quoting Fed. R. Civ. P. 23(e)(1)) (internal quotation marks omitted). The notices presented as Exhibits to the Settlement Agreement comply with Rule 23 and the due process mandates. Using plain language, the proposed notices provide all information required under Rule 23(c)(2)(B). The proposed notice program provides for direct mail postcard notice, with skip traces to be conducted and re mailing to be attempted for any undeliverable notices returned. The settlement website will be a useful resource for class members—it will post the Claim Form, the long-form notice, and key pleadings in the case, including the attorneys’ fee application once it is filed. The Settlement Administrator will also establish a toll-free number for class members to call with questions. This plan provides the best notice practicable under the circumstances. *See In re Ins. Broker Antitrust Litig.*, 297 F.R.D. 136, 152 (D.N.J. 2013) (finding notice via postcards to be sufficient).

V. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court (1) grant preliminary approval of the Settlement; (2) certify the settlement class pursuant to Fed. R. Civ. P. 23(a) and (b)(3); (3) direct notice to the settlement class; and (4) set a schedule for settlement proceedings, including the final approval hearing.

Dated: July 2, 2024

Respectfully submitted:

/s/ Randall S. Strause

Randall S. Strause
STRAUSE LAW GROUP, PLLC
804 Stone Creek Parkway, Suite One
Louisville, KY 40223
Telephone: (502) 426-1661
Facsimile: (502) 426-6772
rstrause@strauselawgroup.com

Local Counsel

Benjamin F. Johns (*pro hac vice* pending)
Samantha E. Holbrook (*pro hac vice* pending)
SHUB & JOHNS LLC
Four Tower Bridge
200 Barr Harbor Drive, Suite 400
Conshohocken, PA 19428
Telephone: (610) 477-8380
bjohns@shublawyers.com
sholbrook@shublawyers.com

Andrew W. Ferich (*pro hac vice* pending)
AHDOOT & WOLFSON, PC
201 King of Prussia Road, Suite 650
Radnor, PA 19087
Telephone: (310) 474-9111
aferich@ahdootwolfson.com

Robert Ahdoot (*pro hac vice* pending)
AHDOOT & WOLFSON, PC
2600 W. Olive Avenue, Suite 500
Burbank, CA 91505
Telephone: (310) 474-9111
Facsimile: (310) 474-8585
rahdoot@ahdootwolfson.com

Proposed Class Counsel

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF KENTUCKY**

CATHERINE DUFFY, MATTHEW
EDLIN, LAWRENCE MULCAHY, and
PAULA HALL, individually and on behalf
of all other similarly situated,

Plaintiffs,

v.

MAZDA MOTOR OF AMERICA, INC.
D/B/A MAZDA NORTH AMERICAN
OPERATIONS,

Defendant.

No. 3:24-cv-00388-BJB

**[PROPOSED ORDER]
GRANTING UNOPPOSED MOTION
FOR PRELIMINARY
APPROVAL OF CLASS
ACTION SETTLEMENT**

**[PROPOSED] ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT**

WHEREAS, Plaintiffs Catherine Duffy, Matthew Edlin, Lawrence Mulcahy, Paula Hall (“Plaintiffs”) and Defendant Mazda Motor of America, Inc. d/b/a Mazda North American Operations (“MNAO” or “Mazda”) in the above-described Litigation have applied for an order, pursuant to Rule 23 (a), (b), and (e) of the Federal Rules of Civil Procedure, regarding certain matters in connection with a proposed settlement of the Litigation, in accordance with a Class Action Settlement Agreement and Release (the “Settlement” or “Settlement Agreement”) entered into and executed by the Parties on June 20, 2024 (which, together with its exhibits, is incorporated herein by reference) and dismissing the Litigation as to Mazda upon the terms and conditions set forth in the Settlement Agreement;

WHEREAS, on January 24, 2022, Plaintiff Duffy’s counsel filed a pre-litigation notice with Mazda’s legal department pursuant to Kentucky Consumer Protection Act § 267.110, *et seq.* and the Uniform Commercial Code, describing the technical failures that Plaintiff Duffy

experienced in the Mazda Connect System in her 2018 Mazda3 Hatchback, including intermittent rebooting, freezing, and sporadic failure of the vehicle's navigation system.

WHEREAS, Mazda provided a written response to Plaintiff Duffy's counsel on February 17, 2022 and then again on April 11, 2022.

WHEREAS, during the Parties' preliminary discussions, Class Counsel advised Mazda that they had been contacted by several other Mazda vehicle owners who reported experiencing issues similar to those described by Plaintiff Duffy.

WHEREAS, on July 22, 2022, the Parties entered into a tolling agreement on behalf of Mazda, Plaintiff Duffy, other individuals represented by her counsel, to allow the Parties to investigate issues associated with the Mazda Connect in such vehicles, collect information from their respective clients, and confer on the resultant findings.

WHEREAS, following the mutual exchange of information and months of discussion, the Parties agreed to participate in a mediation with Judge Dickran Tevrizian (Ret.) of JAMS on January 10, 2023.

WHEREAS, in anticipation of the scheduled mediation, Class Counsel sent Mazda a comprehensive list of informational requests and documents to facilitate settlement negotiations.

WHEREAS, following the execution of a confidentiality agreement on December 6, 2022, Mazda began producing responsive materials to Class Counsel.

WHEREAS, Mazda produced nearly one thousand pages of documents responsive to Plaintiffs' requests, including eleven extensive excel worksheets, that ranged in date from 2013 to 2022.

WHEREAS, on December 23, 2022, Plaintiffs filed a putative class action against Mazda in the Superior Court of California, Orange County concerning the Mazda Connect

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system, entitled *Duffy, et al. v. Mazda Motor of America, Inc., et al.*, No. 30-2022-01298682-CU-BC-CXC (the “California case”), alleging, *inter alia*, various statutory and common law claims alleging a defect in the Mazda Connect in certain Mazda vehicles;

WHEREAS, the Parties participated in an all-day virtual mediation with Judge Tevrizian on January 10, 2023, during which time the Parties made significant progress on the general parameters for resolution of the Litigation but were unable to reach an agreement in principle, as Plaintiffs required additional information from Mazda to facilitate subsequent negotiations that was only available from Mazda’s corporate parent in Japan.

WHEREAS, on April 25, 2023, the Parties participated in a second mediation session with Judge Tevrizian which, while productive, did not result in a settlement. The Parties did, however, agree on many material issues pertinent to reaching a final resolution, such as the scope of the affected vehicle models, the nature of the class wide relief, the length of the extended warranty, and the types of expenses and Mazda Connect symptoms that would be covered by the settlement.

WHEREAS, in light of the Parties’ progress and outstanding confirmatory discovery, the Parties informally agreed to stay the prosecution of the California case and extend the tolling agreement pending further negotiations.

WHEREAS, on May 25, 2023, Plaintiffs voluntarily dismissed the California case complaint without prejudice.

WHEREAS, following approximately six months of additional negotiations following the second mediation session on April 25, 2023, the Parties reached agreement on the material terms of the settlement in October 2023. At no point prior to reaching the settlement in principle did the Parties discuss or negotiate the payment of attorneys’ fees, litigation costs and expenses, or Service Awards for the Plaintiffs.

WHEREAS, on January 16 and April 30, 2024, the Parties attended a third and fourth mediation session with Judge Tevrizian to negotiate and reach agreement on the amounts of attorneys' fees, litigation costs and expenses, and Named Plaintiff Service Awards to be sought by Plaintiffs. Following the fourth session, and having agreed to the amount of Service Awards, the Parties accepted a mediator's proposal on the amount of attorneys' fees and litigation expenses to be sought.

WHEREAS, on June 20, 2024, after approximately 28 months of hard-fought negotiations following the delivery of Plaintiff Duffy's pre-suit demand letter, the Parties executed the Settlement Agreement.

WHEREAS, on June 28, 2024, Plaintiffs filed a class action complaint in this Court.

WHEREAS, on July 2, 2024, Plaintiffs filed the motion for preliminary approval of the class action settlement.

WHEREAS, Mazda denies Plaintiffs' allegations and claims, and maintains, *inter alia*, that the Settlement Class Vehicles' Mazda Connect systems are not defective, that the Settlement Class Vehicles were and are properly designed, tested, manufactured, distributed, marketed, advertised, warranted and sold, that no applicable warranties (express or implied) have been breached, that no common law duties or applicable statutes, laws, rules or regulations have been violated, and that the Plaintiffs' allegations and claims lack merit and are not suitable for class treatment if the Litigation were to proceed through litigation and trial.

WHEREAS, the Parties, after investigation and careful analysis of their respective claims and defenses, and with full understanding of the potential risks, benefits, expense and uncertainty of continued litigation, desire to compromise and settle all issues and claims that were or could have been brought in the Litigation by or on behalf of Plaintiffs and the Settlement Class.

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WHEREAS, the Parties agree that neither the Settlement Agreement, nor the underlying settlement negotiations or Settlement itself, shall constitute evidence of, or be construed as any admission of, any liability, damages, wrongdoing, facts, or issues of law on the part of Mazda or any Released Party, which are expressly denied by Mazda.

WHEREAS, the Settlement Agreement is the result of vigorous arm's length negotiations of highly disputed claims between the Parties, including, but not limited to, 28 months of negotiations that included four extensive mediation sessions with an experienced and well-respected neutral mediator at JAMS, and the Parties believe the Settlement Agreement is fair, reasonable, and adequate, and compliant in all respects with Fed. R. Civ. P. 23.

NOW THEREFORE, IT IS HEREBY ORDERED that:

1. The Court, having read and considered the Settlement Agreement and its exhibits, and Plaintiffs' Unopposed Motion for Preliminary Approval, Plaintiffs' motion is **GRANTED**.

2. 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.

3. This Court has jurisdiction over this Litigation, Plaintiffs, all Settlement Class Members, Mazda, and any party to any agreement that is part of or related to the Settlement.

4. The Settlement, including the exhibits attached thereto, are preliminarily approved as fair, reasonable, and adequate, in accordance with Fed. R. Civ. P. 23, pending a Final Approval Hearing on the Settlement as provided herein.

5. Stay of the Litigation. Pending the Final Approval Hearing, all proceedings in the Action as they relate to Mazda, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are hereby stayed.

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6. Class Definition. Pursuant to Fed. R. Civ. P. 23, the Court certifies, solely for purposes of effectuating the Settlement, the Settlement Class as follows: “All residents of the continental United States, Hawaii, Alaska, and all United States territories who currently own or lease, or previously owned or leased, a Settlement Class Vehicle originally purchased or leased in the continental United States, Hawaii, Alaska, or any United States territory. Excluded from the stipulated Settlement Class are: (1) MNAO; (2) any affiliate, parent, or subsidiary of MNAO; (3) any entity in which MNAO has a controlling interest; (4) any officer or director of MNAO; (5) any successor or assign of MNAO; (6) any Judge to whom the Litigation is assigned; (7) any owners or lessees of Settlement Class Vehicles that were not distributed for sale or lease in the continental United States, Hawaii, Alaska, or any United States territory; and (8) any person who has resolved or otherwise released their claims, in a separate written agreement with MNAO, as of the date of the settlement.” Pursuant to the Settlement Agreement, the Settlement Class Vehicles include Mazda2 2016-2022; Mazda3 2014-2018; Mazda6 2016-2021; Mazda CX-3 2016-2021; Mazda CX-5 2016–2020; Mazda CX-9 2016–2020; and Mazda MX-5 2016–2023 vehicles equipped with a Mazda Connect infotainment system.

7. Certification for Settlement Purposes Only. Solely for purposes of effectuating the proposed Settlement, the Court finds, pursuant to Rule 23(e)(1), that the prerequisites for class certification under Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure are likely to be found to be satisfied as: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members in this Action is impracticable, (b) there are questions of law and fact that are common to the Settlement Class; (c) Plaintiffs’ claims are typical of the claims of the Settlement Class; (d) the interests of all Settlement Class Members have been and continue to be adequately represented by Plaintiffs and Class Counsel; (e) the questions of law and fact common to Settlement Class Members predominate over any individualized questions of law

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and fact; and (f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy. These findings shall be vacated if the Settlement is terminated or if for any reason the Effective Date does not occur.

8. Class Counsel. For purposes of the Settlement, the Court appoints Benjamin F. Johns of Shub & Johns LLC and Andrew W. Ferich Ahdoot & Wolfson, PC as Class Counsel to act on behalf of the Settlement Class, including the class representatives, with respect to the Settlement. The Court finds that the requirements of Federal Rule of Civil Procedure 23(g) are satisfied by these appointments.

9. Class Representatives. For purposes of the Settlement, the Court finds and determines, pursuant to Fed. R. Civ. P. 23(a), that the Named Plaintiffs Catherine Duffy, Matthew Edlin, Lawrence Mulcahy, and Paula Hall will fairly and adequately represent the interests of the Settlement Class in enforcing their rights in the Litigation and appoints them as class representatives. The Court preliminarily appoints these Named Plaintiffs as class representatives.

10. Administration. The firm of JND Legal Administration is appointed as Settlement Administrator to administer the Class Notice and related procedures and the processing of Claims, under the supervision of Class Counsel.

11. Class Notice. The Court approves the form and content of the Class Notice. The Court finds that the mailing of the Class Notice in the manner and form set forth in the Settlement Agreement satisfies due process, provides the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Settlement Class Members entitled to such Class Notice. The Settlement Administrator shall be responsible for implementing the following Class Notice plan as set forth in the Settlement Agreement.

The Court further finds that all the notices are written in simple terminology and are

readily understandable by Settlement Class Members. The date and time of the Final Approval Hearing shall be included in all notices before they are disseminated. The Parties, by agreement, may revise the notices in ways that are appropriate to update those notices for purposes of accuracy and clarity, and may adjust the layout of those notices for efficient electronic presentation and mailing. No Settlement Class Member shall be relieved from the terms of the proposed Settlement, including the releases provided for therein, based solely upon the contention that such Settlement Class Member failed to receive adequate or actual notice.

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

12. CAFA Notice. In compliance with the Attorney General notification provision of the Class Action Fairness Act, 28 U.S.C. § 1715, the Settlement Administrator, at Mazda's expense, shall provide notice of this proposed Settlement to the Attorney General of the United States, and the Attorneys General of each state in which a known Settlement Class Member resides. The Settlement Administrator shall also provide contemporaneous notice to the Parties.

13. Data Privacy. The Settlement Administrator is directed to maintain all personally identifiable information of the Settlement Class Members securely and confidentially and to use the Settlement Class Members' information solely for purposes of effectuating the Settlement.

14. Deadline to Submit Claim Forms. Settlement Class Members seeking to be

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reimbursed for eligible out-of-pocket expenses under the Settlement must submit a Claim Form within 90 days of the Notice Date.

15. Objections and Appearances. Any Settlement Class Member who intends to object to the Settlement Agreement and/or to Class Counsel's request for an award of attorneys' fees, litigation costs and expenses, or Service Awards, must, by no later than 60 days after the Notice Date, mail to the Court or file with the Court, via the Court's electronic filing system, any such objection, and also serve by first-class postage prepaid mail copies of the objection upon: Class Counsel, Benjamin F. Johns, Shub & Johns LLC, Four Tower Bridge, 200 Barr Harbor Drive, Suite 400, Conshohocken, PA 19428, and Andrew W. Ferich, Ahdoot & Wolfson, PC, 201 King of Prussia Road, Suite 650, Radnor, Pennsylvania 19087; and MNAO's Counsel, Robert L. Wise and Melissa Foster Bird, Nelson Mullins Riley & Scarborough, LLP, 1021 E. Cary St., Suite 2120, Richmond, Virginia 23219. To make a valid objection, any objecting Settlement Class Member must: (i) set forth their full name, current address, and telephone number; (ii) identify the date of acquisition and VIN for their Settlement Class Vehicle; (iii) provide written proof establishing that he or she is a Settlement Class Member (e.g., a true copy of a vehicle title, registration, lease document, or other document reflecting current or former ownership or lease); (iv) provide a written statement of the objection(s), which must include a statement as to whether it applies only to the objector, a specific subset of the Settlement Class, or to the entire Settlement Class, and also state with specificity the grounds for the objection, including any evidence and legal authority the Settlement Class Member wishes to bring to the Court's attention; (v) provide copies of any documents the objector wants the Court to consider; and (vi) provide a statement as to whether the Settlement Class Member intends to appear at the Final Approval Hearing. In addition, any Settlement Class Member objecting to the Settlement must submit a list of all other objections submitted by the objector or the objector's counsel to

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any class action settlements submitted in any state or federal court in the United States in the previous 5 years. Each case identified should include the caption, docket number, and name of the court in which it was pending. If the Settlement Class Member or his or her counsel has not objected to any other class action settlement in the United States in the previous five years, the objector shall affirmatively so state in the objection.

If the objector is represented by counsel, the objection must be filed with the Court via the Court's electronic filing system. If the objector is not represented by counsel, he or she must send the objection to the Settlement Administrator via first-class mail, postage prepaid, to Mazda Infotainment Settlement, c/o JND Legal Administration, P.O. Box 91494, Seattle, WA 98111, as well as Class Counsel and Mazda's counsel at the aforementioned addresses.

Subject to the approval of the Court, any timely and properly objecting Settlement Class Member may appear, in person or by counsel, at the Final Approval Hearing to explain why the proposed Settlement should not be approved as fair, reasonable, and adequate, or to object to any motion for attorneys' fees and expenses or class representative Service Awards. Any Settlement Class Member who has not timely and properly filed an objection in accordance with the deadlines and requirements set forth herein shall be deemed to have waived and relinquished his/her/its right to object to any aspect of the Settlement, or any adjudication or review of the Settlement, by appeal or otherwise.

To appear at the Final Approval Hearing, any Settlement Class Member must, no later than the objection deadline, file with the Clerk of the Court, and serve upon all counsel designated in the Class Notice, a notice of intention to appear at the Final Approval Hearing. The notice of intention to appear must include copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member (or the Settlement Class Member's counsel) intends to present to the Court in connection with the Final Approval Hearing. Any Settlement Class

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Member who does not provide a notice of intention to appear in accordance with the deadline and other specifications set forth in the Settlement Agreement and the Class Notice, or who has not filed an objection in accordance with the deadline and other requirements set forth in the Settlement Agreement and the Class Notice, shall be deemed to have waived and relinquished any right to appear, in person or by counsel, at the Final Approval Hearing.

16. Exclusion from Class. Any Settlement Class Member who wishes to be excluded from the Settlement Class must timely submit a request for exclusion to the Settlement Administrator at the address specified in the Class Notice. To be effective, the Request for Exclusion must be sent to the specified address and contain the following information: (1) the Settlement Class Member's name, current address, and telephone number; (2) the approximate date of acquisition and VIN for the Settlement Class Vehicle; and (3) a clear statement communicating that the Settlement Class Member elects to be excluded from the Settlement Class, does not wish to be a Settlement Class Member, and elects to be excluded from any judgment entered pursuant to the settlement. Any request for exclusion must be postmarked on or before 60 days after the Notice Date. Any Settlement Class Member who fails to mail a timely and complete a request for exclusion shall be subject to and bound by the Settlement Agreement. Requests for exclusion will be permitted by individual Settlement Class Members only; proposed group or mass opt-outs will be deemed to be submitted on behalf of the individual signing the form. Any uncertainties about whether a Settlement Class Member is requesting exclusion from the Settlement Class will be submitted to the Court for resolution. Prior to the Final Approval Hearing, the Settlement Administrator shall provide the Court, Class Counsel, and MNAO's Counsel with a list identifying each Settlement Class Member who submitted an exclusion request together with copies of the exclusion requests, and a declaration attesting to the completeness and accuracy thereof.

17. Motion for Attorneys' Fees, Costs and Expenses, and Service Awards; Final Approval Motion; Response to Objection(s). At least 21 days before the Objection Deadline, Class Counsel may file a motion for an award of attorneys' fees, reimbursement of litigation costs and expenses, and class representative Service Awards. No later than 14 days after the Objection Deadline, Class Counsel must file the motion, supporting brief, and supporting documents in support of a request for final approval of the Settlement, and response(s) to any Objection to the Settlement.

18. Reasonable Procedures. Class Counsel and MNAO's Counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this Order or the Settlement Agreement, including making, without further approval of the Court, minor changes to the form or content of the Class Notice(s), and other exhibits that they jointly agree are reasonable or necessary.

19. Extension of Deadlines. Upon application of the Parties, the deadlines set forth in this Order may be extended by order of the Court, without further notice to the Settlement Class. Settlement Class Members must check the Settlement Website (www.MazdaInfotainmentSettlement.com) regularly for updates and further details regarding extensions of these deadlines. The Court reserves the right to adjourn or continue the Final Approval Hearing, and/or to extend the deadlines set forth in this Order, without further notice of any kind to the Settlement Class.

20. Final Approval Hearing. A Final Approval Hearing will be held by this Court [**no earlier than 165 days after entry of this Preliminary Approval Order**] in the Courtroom of the Honorable Benjamin Beaton, the United States District Court, Western District of Kentucky located at Gene Snyder United States Courthouse, 601 West Broadway, Room 266, Louisville, KY 40202-2227, at _____.m. on _____, 2024, to determine: (a) whether the

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Settlement should be approved as fair, reasonable, and adequate; (b) whether a Final Approval Order and Judgment should be entered; (c) whether to approve the motion for class representative Service Awards for and an award of attorneys' fees and litigation expenses and costs; and (d) any other matters that may properly be brought before the Court in connection with the Settlement. The Court may approve the Settlement with such modifications as the Parties may agree to, if appropriate, without further notice to the Class.

21. If Effective Date Does Not Occur. In the event that the Effective Date does not occur, certification shall be automatically vacated and this Preliminary Approval Order, and all other orders entered and releases delivered in connection herewith, shall be vacated and shall become null and void.

22. The table below reflects the relevant time periods set forth in the Settlement Agreement and this Order:

<u>Event</u>	<u>Timeframe</u>
Notice Date	_____ [75 days after entry of Preliminary Approval Order]
Plaintiffs' Motion for Fees and Expenses Award, and Service Awards	_____ [at least 21 days prior to Objection Deadline]
Objection Deadline	_____ [60 days after Notice Date]
Opt-Out Deadline	_____ [60 days after Notice Date]
Plaintiffs' Motion for Final Approval	_____ [no later than 14 days after Objection Deadline]
Settlement Administrator Declaration re: Class Notice	_____ [at least 14 days prior to Final Approval Hearing]
Claims Period/Deadline	_____ [90 days after Notice Date]
Final Approval Hearing	_____ [a date on or after 165 days after entry of the Preliminary Approval Order]

23. The Court may modify the dates above if good cause exists, and the Court may adjourn the Final Approval Hearing without further notice to Settlement Class Members; however, any changes to deadlines shall be posted on the Settlement Website.

SO ORDERED:

Date: _____

Honorable Benjamin Beaton
United States District Judge