

***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 notice has been approved by a federal court.*

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

*Para una notificación en Español, llamar 1-844-552-0064 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 August 01, 2025**. 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](http://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:

<b>FILE A CLAIM FORM FOR CASH REIMBURSEMENT</b>  <b>DEADLINE: AUGUST 01, 2025</b>	<p>Submitting a Claim Form is the only way that you can receive any Reimbursements for Out-of-Pocket Expenses as part of this Class Action Settlement. 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>
<b>OBTAIN LIMITED WARRANTY EXTENSION</b>	<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>

**This Settlement affects your legal rights even if you do nothing.**  
**Questions? Go to [www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com) or call 1-844-552-0064.**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>EXCLUDE YOURSELF FROM THIS SETTLEMENT</b>  <b>DEADLINE:</b> <b>JULY 02, 2025</b>	<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>
<b>OBJECT TO OR COMMENT ON THE SETTLEMENT</b>  <b>DEADLINE:</b> <b>JULY 02, 2025</b>	<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>
<b>GO TO THE FINAL APPROVAL HEARING</b>  <b>DATE:</b> <b>JULY 28, 2025</b>	<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>
<b>DO NOTHING</b>	<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-BJB (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.

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### **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.

### **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](http://www.MazdaInfotainmentSettlement.com), or call the Settlement Administrator's toll-free number at 1-844-552-0064.

## **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

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Authorized Mazda Dealer who performs the Update), repair or replacement for the CMU for 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, February 17, 2025, 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 as part of this Class Action Settlement:

- (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 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 as part of this Class Action Settlement, 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).

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## **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](http://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 **August 01, 2025**. Claim Forms may be submitted online at [www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com) or printed from the Settlement Website and mailed to the Settlement Administrator at the address on the form. Claim Forms are also available by calling 1-844-552-0064 or by writing to [info@MazdaInfotainmentSettlement.com](mailto: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 that were not covered by the Subject Vehicle's warranty or LWE. 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.

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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 as part of this Class Action Settlement, 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 **August 01, 2025**.

Instructions for filling out a Claim for reimbursement is included on the Claim Form. You may access the Claim Form at [www.MazdaInfotainmentSettlement.com](http://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 1-844-552-0064, by emailing [info@MazdaInfotainmentSettlement.com](mailto:info@MazdaInfotainmentSettlement.com) 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 of 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](http://www.MazdaInfotainmentSettlement.com), after it is filed with the Court. The approval process may take time.

Please be patient and check [www.MazdaInfotainmentSettlement.com](http://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.**

Benjamin F. Johns  
SHUB JOHNS & HOLBROOK LLP  
Four Tower Bridge  
200 Barr Harbor Drive, Suite 400  
Conshohocken, PA 19428  
Phone: 610-477-8380

Andrew W. Ferich  
AHDOOT & WOLFSON, PC  
201 King of Prussia Road, Suite 650  
Radnor, PA 19087  
Phone: 310-474-9111

**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](http://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](mailto:info@MazdaInfotainmentSettlement.com) or by phone at 1-844-552-0064.

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## **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 **July 02, 2025**:

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-BJB;
- (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 **July 02, 2025** to the address below:

Mazda Infotainment Settlement  
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.

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## 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-BJB;
- (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:

<b>Plaintiffs' Counsel:</b>	<b>Mazda's Counsel:</b>
Benjamin F. Johns SHUB JOHNS & HOLBROOK LLP Four Tower Bridge 200 Barr Harbor Drive, Suite 400 Conshohocken, PA 19428  Andrew W. Ferich AHDROOT & WOLFSON, PC 201 King of Prussia Road, Suite 650 Radnor, PA 19087	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 **July 02, 2025**.

### **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

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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 **July 28, 2025, at 9:30 a.m.** 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, Louisville, KY 40202.

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, 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](http://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](http://www.pacer.gov) or by visiting the United States District Court, Western District of Kentucky, Gene Snyder United States Courthouse, 601 West Broadway, 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:

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  
[aferich@ahdootwolfson.com](mailto:aferich@ahdootwolfson.com)

Benjamin F. Johns  
c/o Mazda Connect Infotainment  
System Class Action Settlement  
SHUB JOHNS & HOLBROOK LLP  
Four Tower Bridge  
200 Barr Harbor Drive, Suite 400  
Conshohocken, PA 19428  
[bjohns@sublawyers.com](mailto:bjohns@sublawyers.com)

**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](http://www.MazdaInfotainmentSettlement.com) or call 1-844-552-0064.**