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Attorneys for Defendant
**MAZDA MOTOR OF AMERICA, INC. d/b/a
MAZDA NORTH AMERICAN OPERATIONS**

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

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

Plaintiffs,

v.

Mazda Motor of America, Inc.,

Defendants.

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

[Assigned to Judge David O. Carter]

**DEFENDANT MAZDA MOTOR
OF AMERICA, INC. DBA
MAZDA NORTH AMERICAN
OPERATIONS' NOTICE OF
COMPLIANCE PURSUANT TO
THE COURT'S JUNE 5, 2025
ORDER GRANTING
PLAINTIFFS' MOTION TO
ENFORCE SETTLEMENT
AGREEMENT**

NELSON MULLINS RILEY & SCARBOROUGH LLP
ATTORNEYS AT LAW
LOS ANGELES

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1 Defendant Mazda Motor of America, Inc. d/b/a Mazda North American
2 Operations (“MNAO”) respectfully submits this Compliance Report in accordance
3 with the Court’s June 5, 2025 Order Granting Plaintiffs’ Motion to Enforce
4 Settlement Agreement (Dkt. 186) (“Order”).

5 **I. BACKGROUND**

6 On June 5, 2025, this Court granted Plaintiffs’ Motion to Enforce Settlement
7 Agreement and ordered MNAO to: (1) extend the Mazda Powertrain Limited
8 Warranty for all Class Vehicles as set forth in the Settlement Agreement; (2)
9 reimburse all Class Members who have paid for repairs covered by the Warranty
10 Extension created under the Settlement Agreement; and (3) report to the Court its
11 compliance with the foregoing within twenty-one days.

12 MNAO, having exercised its appellate rights, filed a Notice of Appeal to the
13 Ninth Circuit Court of Appeals on June 25, 2025 (Dkt. 187), challenging the Court’s
14 interpretation of the Settlement Agreement. On June 30, 2025, MNAO filed a
15 Motion to Stay Enforcement of the Court’s Order Granting Plaintiffs’ Motion to
16 Enforce Settlement Agreement (Dkt. 188). On July 1, 2025, Plaintiffs filed an
17 Opposition to MNAO’s Motion to Stay. In the interim, counsel for the parties have
18 conferred in good faith and resolved their dispute over the Court’s interpretation of
19 the terms of the classwide settlement. As a result, on July 21, 2025, MNAO filed a
20 Notice of Withdrawal of Motion to Stay (Dkt. No. 192) as well as a Motion to
21 Voluntarily Dismiss Appeal in the Ninth Circuit Court of Appeals (Case No. 25-
22 4012).

23 In light of the voluntary dismissal of its appeal (9th Cir. Dkt. No. 6.1) and
24 withdrawal of its Motion to Stay (Dkt. No. 192) filed with this Court, MNAO hereby
25 provides this compliance report as previously ordered, outlining the below additional
26 measures to be taken in regards to the Settlement Agreement.

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1 **II. MNAO’S COMPLIANCE WITH THE COURT’S ORDER**

2 **a. Extended Warranty Coverage Implementation**

3 In accordance with the Court’s Order and Section II(B)(2) of the Settlement
4 Agreement, MNAO will formally extend the Powertrain Limited Warranty to cover
5 all qualifying repairs, not limited to engine or oil-consumption-related repairs. This
6 includes coverage for all powertrain components in the Warranty Booklet under the
7 Powertrain Limited Warranty Parts List (*i.e.* without restriction to engine issues, oil
8 consumption or valve stem seal issues).

9 **i. Dealer Network Notification**

10 In addition to expanding the powertrain limited warranty coverage, MNAO
11 will issue updated instructions to all authorized Mazda dealerships nationwide
12 regarding the expanded interpretation of the Powertrain Limited Warranty
13 Extension. The notification will specifically instruct dealers to honor warranty
14 coverage for all powertrain components listed in the Mazda Warranty Booklet,
15 extended to 84 months or 84,000 miles (whichever comes first) for all Settlement
16 Class Vehicles.¹

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20 ¹ At the August 5, 2024 Fairness Hearing, the Court instructed Plaintiffs and MNAO
21 to confer regarding whether the Settlement could provide additional relief to
22 potential Class Members with Class Vehicles that exceed the Powertrain Warranty
23 Extension cap of 84,000 miles. (Transcript of 8.5.24 Hearing Vol. 2, pg. 50-52,
24 attached as Ex. A to Dkt No. 157.) The Parties subsequently negotiated and executed
25 an addendum to the Settlement Agreement addressing this concern by extending the
26 extended warranty period for an additional one (1) year or 12,000 miles to a total of
27 96 months (8yrs) or 96,000 miles for Class Members at or near the prior cap. As a
28 result, the Parties agreed, and the Court approved, that those Class Members shall
be extended an additional (1) year and 12,000 miles to a total of 96 months (8 years)
or 96,000 miles, whichever occurs first, to bring their Class Vehicles to an authorized
Mazda dealership to have the affected Valve Stem Seals replaced free of charge in
accordance with the Program set forth in Section II.A.2 of the Settlement
Agreement. (*See* Dkt. Nos. 157, 166, 167.) Persons with Class Vehicles impacted by
this additional extension of the warranty will be able to (1) have their valve stem
seals repaired free of charge in accordance with the Repair Program set forth in
Section II.A.2 of the Settlement Agreement and (2) be eligible to submit
reimbursement for qualifying out of pocket costs (*e.g.* oil changes) in the one (1)
year following Final Approval. (*See* Dkt No. 157, Ex. B.)

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MNAO remains committed to continuing to provide for its customers and all Class Members. To that end, MNAO will continue monitoring Class Member inquiries and claims volume through its internal warranty team and weekly/periodic reports from JND Legal Administration, who has been submitting weekly/periodic reports to the parties in connection with the settlement.

MNAO will submit an updated or otherwise further compliance status report to this Court within a timeline set by the Court, or without prompting by the Court if there are any material implementation issues.

MNAO appreciates the Court’s guidance and affirms its commitment to fully and transparently implementing the terms of the class settlement as interpreted by the Court in its June 5, 2025 Order.

Dated: July 21, 2025

Respectfully submitted,

NELSON MULLINS RILEY &
SCARBOROUGH LLP

By: /s/ Jahmy S. Graham
Jahmy S. Graham
Michael E. Seager

Attorneys for Defendant
MAZDA MOTOR OF AMERICA, INC. d/b/a
MAZDA NORTH AMERICAN
OPERATIONS

CERTIFICATE OF SERVICE

I hereby certify that on July 21, 2025, I electronically filed the foregoing with the Clerk of Court using the CM/ECF system and I served a copy of the foregoing pleading on all counsel for all Parties, via the CM/ECF system and/or mailing same by United States Mail, properly addressed, and first class postage prepaid, to all counsel of record in this matter.

By: /s/ Jahmy S. Graham
Jahmy S. Graham

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