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

Gary Guthrie et al.,
Plaintiffs,
v.

Mazda Motor of America, Inc.,
Defendant.

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

**ORDER OVERRULING OBJECTIONS
TO SETTLEMENT APPROVAL**

Having read and considered the Objections submitted by Objectors Farina, Farr, and Young, and the responses filed by Plaintiffs and Defendant, the Court overrules the Objections in accordance with its approval of the Settlement (Dkt. 167). In addition to the briefing, the Court heard oral argument on August 5, 2024, and September 16, 2024, on the Settlement and Objections.

I. BACKGROUND

Notably, only three class members challenge the Settlement. Those Objectors “bear[] the burden of proving any assertions they raise challenging the reasonableness of a class action

1 settlement.” *In re LinkedIn User Privacy Litig.*, 309 F.R.D. 573, 583 (N.D. Cal. 2015) (citing
2 *United States v. Oregon*, 913 F.2d 576, 581 (9th Cir. 1990)). The Court discusses each
3 Objection below in turn.

4 5 **II. FARINA OBJECTION**

6 Objector Farina has previously moved to intervene in this lawsuit, which the Court
7 denied. Farina essentially raises three objections to the lawsuit. (Dkt. 107, 123, 128). First,
8 Farina asserts the warranty extension does not cover the valve stem seal issue and does not
9 provide relief under the class vehicles’ emissions warranties. Second, Farina asserts that Mazda
10 has “publicly acknowledged” liability for his Clean Air Act claims based on the existence of a
11 line item in Mazda’s financial statements called the “Provision related to environmental
12 regulations.” Farina submitted additional information that this line item has recently increased.
13 (Dkt. 161). Third, Farina attempts to portray the settlement as a “reverse auction” or otherwise
14 the product of collusion.

15 Farina has not met his burden to prove any of these assertions. On each objection, he
16 provides no evidence that Mazda is not covering the valve stem seal issue under the warranty
17 extension, that Mazda has publicly acknowledged liability for his Clean Air Act Claims, or that
18 the Settlement was in any way a product of collusion.

19 At the September 16, 2024 final settlement approval hearing, Farina again asserted that
20 the valve stem seal issue is related to emissions and that the Settlement does not cover
21 emissions components. This argument, however, is illogical and irrelevant because the valve
22 stem is covered by the Powertrain Warranty which is part of the Settlement. Farina cannot show
23 that he has suffered a harm not covered by the Settlement. Farina still argues that emissions
24 parts have been damaged from the defect but offers no evidence of this other than a photo of a
25 blackened exhaust pipe on Objector Farr’s vehicle. *See* Notice of Filing of Photos by Objector
26 Francis J. Farina, Ex. 1 (Dkt. 165).

27 The Court therefore overrules Farina’s objections.
28

1 **III. YOUNG OBJECTION**

2 Young objects on the grounds that the replacement may not be better than the original
3 valve stem seal and that “the dealerships are not qualified to do the Valve Stem Seal correctly”
4 because it “was put together at a factory by skilled employees.” (Dkt. 139-7, at 2). This repair is
5 already being implemented in dealerships, however, and lead class counsel has determined that
6 the repair is effective. As Young provides no evidence to the contrary, the Court determines his
7 concerns are unfounded and overrules them.

8
9 **IV. FARR OBJECTION**

10 Farr’s objection asserts that the Powertrain Warranty component of the Settlement is
11 insufficient because, for her, it represents only a little over a year of use. Farr proposes a buy-
12 back remedy instead. (Dkt. 139-6, at 3). This objection does not affect the overall fairness or
13 value of the settlement itself and would have been better addressed through opting out of the
14 Settlement, which Farr chose not to do. Moreover, the Parties have since added an Addendum
15 to the Settlement which extends the warranty. Objector Farina filed an additional email from
16 Farr to him that is not addressed to the Court but, nevertheless, adds no new objections. Notice
17 of Filing of Correspondence from Objector Farr (Dkt. 163). The Court therefore overrules
18 Farr’s objection.

19
20 **V. DISPOSITION**

21 For the foregoing reasons, the Court hereby **OVERRULES** the objections.

22
23 DATED: October 24, 2024

24 

25

DAVID O. CARTER

26 UNITED STATES DISTRICT JUDGE