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19 *Counsel for Francis J. Farina*

20 UNITED STATES DISTRICT COURT
21 CENTRAL DISTRICT OF CALIFORNIA
22 SOUTHERN DIVISION – SANTA ANA

23 Gary Guthrie, Stephanie Crain, Chad Hinton,
24 Julio Zelaya, Anna Gilinets, Marcy Knysz, And
25 Lester Woo, On Behalf Of Themselves And All
26 Others Similarly Situated,

27 Plaintiffs,

28 vs.

Mazda Motor of America, Inc.,

Defendant.

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

Assigned to: Hon. David O. Carter

**NOTICE OF OBJECTION TO
PROPOSED CLASS ACTION
SETTLEMENT (DOC. NO. 91) AND
REQUEST FOR HEARING PRIOR TO
FINAL APPROVAL**

TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that, FRANCIS J. FARINA (“Farina”) – Class Member to this action as well as Plaintiff and putative class representative in Farina v. Mazda Motor of America, et al., C.A. No.: 3:23-cv-00050-MOC-SC (W.D. N.C.) (“Farina Action”), by and through his

undersigned counsel, OBJECTS to the preliminarily approved settlement in this *Guthrie v. Mazda Motor of America, Inc.*, Case No 22-cv-1055-DOC-DFM (“*Guthrie*”) action (Doc. No’s 91, 101, and 102), and requests an immediate Hearing on this Objection. In support thereof, Farina avers as follows:

I. SUMMARY OF OBJECTION

The Settlement Agreement filed in *Guthrie* sets forth the following settlement consideration:

- a. Repair Program Benefit.
- b. Warranty Extension Benefit.
- c. Reimbursement for Out-of-Pocket Costs for Excessive Oil Consumption.

See Settlement Agreement, pp. 9-14. However, there is neither proposed relief for the damage to class members’ emissions systems nor is there any relief for the Clean Air Act (“CAA”) claim. Nonetheless, without any Notice of *Farina* or the claims therein, the Settlement Agreement has absent class members releasing these claims.

At the March 11, 2024, Preliminary Approval Hearing Guthrie’s counsel explained why to the Court. Claiming that he “investigated” Farina’s claims and found them to be meritless, he told the Court that he agreed to the Release thereof because “*Mazda isn’t going to pay any more money and a bird in the hand is worth two in the bush.*”

Meanwhile, clearly unbeknownst to Guthrie’s counsel, and as the Declaration of Francis J. Farina In Support of Motion to Intervene (“Farina Dec.”) outlines, in addition to setting aside reserves for warranty claims due to the defective valve stems, Mazda has set aside \$102,925,000 for the “estimated costs of complying with environmental regulations:”

In addition to the Reserve for Warranty Expenses, Note 2 in the 2023 MAFS, Summary of Significant Accounting Policies states that a Provision Related to Environmental Regulations “provides for estimated costs of complying with environmental regulations

1 *at the end of the fiscal year.” There is no discussion of this provision in Note 3,*
 2 *Significant Accounting Estimates footnote, nor did KPMG mention it as a Key Audit Risk.*
 3 ***However, the Provision related to environmental regulations amount of this Reserve***
 4 ***set forth in the Selling, General and Administrative Expenses footnote is \$102,925,000.***
 5 ***(2023 MAFS at 59.)***

6 See the Sponsoring Declaration of Joseph A. O’Keefe, Esq. (“O’Keefe Dec.”) Exhibit 25 –
 7 Amended Farina Dec. (“Farina Dec.”), Exhibit C at Para. 20 (emphasis added.)

8 This reserve is clearly intended only for the CAA fines, and not to benefit any class
 9 members whose emissions systems have been processing up to three (3) to four (4) times the
 10 carbon that they were strictly engineered to handle. Id. There is no accompanying disclosure or
 11 discussion of the reason for this reserve. This is clearly a material item to Mazda and there is no
 12 disclosure. In fact, the proposed *Guthrie* settlement is completely silent as to the environmental
 13 issues the defect caused and as to any remedying of overtaxed emissions components like the
 14 Catalytic Convertor in class vehicles, *see* O’Keefe Dec., Exhibits 1, 13.

15 Moreover, the subject reserve – ***which was made after the filing of the Farina Action***
 16 ***Amended Complaint, and 30 days after the North Carolina Court stayed the Farina Action -***
 17 is most plainly related to the CAA claim set forth in the Farina action. Indeed, the Settlement
 18 Agreement foreshadows voluntary notice to the NHTSA once, as Guthrie counsel admitted was
 19 intended, Farina has been reduced to a class of one. *See* Farina Dec., Para. 20.

20 In sum, Farina seeks to intervene because while Guthrie’s counsel claims to have
 21 “investigated” Farina’s claims and found them to be worthless, Mazda has publicly
 22 acknowledged (without adequate disclosure) CAA fines alone totaling **\$102,925,000**. Moreover,
 23 counsel for Mazda and Guthrie have refused to provide **any** Notice to the putative class as to
 24 Farina’s claims they will be waiving. And, unabashedly, they have acknowledged to the Court
 25 that the overly broad Release before the Court is plainly intended to make Farina a class of one,
 26 that the overly broad Release before the Court is plainly intended to make Farina a class of one,
 27 that the overly broad Release before the Court is plainly intended to make Farina a class of one,
 28 that the overly broad Release before the Court is plainly intended to make Farina a class of one,

1 while omitting any disclosure that *the Settlement’s extended coverage* of the Powertrain
 2 Warranty *excludes the affected emissions components including, ironically, the valve stem*
 3 *itself.*

4 5 **II. BACKGROUND**

6 1. On June 28, 2023, the North Carolina Court (“N.C. Court”) GRANTED Mazda’s
 7 Stay Motion articulating:

8
 9 *There are three variations between the Farina FAC and the Guthrie complaint (and the*
 10 *Heinz complaint). First, the Farina FAC now alleges MMWA breach of warranty claims*
 11 *based on the vehicles’ emissions warranties, rather than the general NVLW. (FAC ¶¶*
 12 *137). Second, the Farina FAC adds as an additional defendant Plaintiff Farina’s dealer,*
 13 *Keffer Mazda, and seeks to certify a defendant-dealership class of all Mazda dealers*
 14 *nationwide. (FAC ¶ 107). Third, the Farina FAC asserts three additional bases for relief:*
 15 *“civil conspiracy,” declaratory judgment, and claims under the Clean Air Act, 42 U.S.C.*
 16 *§ 7401 et seq. (FAC 22–24). However, under every additional theory—as well as the*
 17 *claims under the MMWA—Plaintiff Farina’s claims are based entirely on the same core*
 18 *underlying factual allegations as those presented in Guthrie (and Heinz): that (1) the*
 19 *Subject Vehicles “contain defective valve stem seals” that cause excessive engine oil*
 20 *consumption, which places the Class Vehicles at an increased risk of engine failure, and*
 21 *causes damage to the putative class vehicles; (2) MNAO has “long known” about the*
 22 *defect, but has purportedly refused to provide an adequate repair; and (3) MNAO*
 23 *concealed the alleged defect and its effects from class members both at the time of sale*
 24 *and repair and thereafter. (FAC ¶¶ 2, 5, 11).*

25 *The Farina FAC only adds allegations with respect to the same underlying factual issues,*
 26 *e.g., that the defendant class of dealerships had “conspire[d]” to conceal the alleged*
 27 *defect at the behest of MNAO and has also refused to provide a repair in the Subject*
 28 *Vehicles, that the alleged defect violates additional warranties, or that MNAO has failed*
 29 *to report the alleged defect as required under the Clean Air Act. (FAC ¶¶ 11, 105, 122–*
 30 *35, 137, 144).*

31 *(Farina DE-42, Exhibit 25 to the O’Keefe Dec.*

32 2. The N.C. Court further articulated:

33 *Accordingly, the litigation of Plaintiff’s claims necessarily requires substantial*
 34 *duplication of litigation of the same underlying facts and issues already underway in*
 35 *Guthrie.*

36 *Farina merely asserts additional causes of action based on the same underlying alleged*
 37 *defect, not any different or additional alleged defect. Allowing these two cases—which*
 38

promise to involve duplicative and complex discovery, motions, and trial proceedings—to proceed separately “would be the ‘epitome of judicial waste’

Id.

3. Most importantly, the N.C. Court specifically found that because it was preserving Farina’s additional causes of action – including his putative, overlapping class claims and claims that cannot be brought by Guthrie -

... a stay does not risk depriving Plaintiff of his “day in court.”

Id.

4. However, because of the concerted effort of Guthrie counsel and defendant Mazda, Farina – and the putative class he seeks to represent for the additional causes of action asserted - will never see said day in court if the proposed settlement is finally approved.

5. On January 19, 2024, after numerous delays, the Guthrie parties filed a Joint Term Sheet for settlement - dated September 20, 2023, and signed by counsel for Mazda and Guthrie – that lists resolving *Farina* as a component. *See* O’Keefe Dec., Exhibits 1, 13.

6. In the Joint Term Sheet, at Section 8. Voluntary Dismissal, it states "Settlement would include the need for:

A classwide/court-approved dismissal of the pending Guthrie matter, and if possible (and depending whether they opt out) the Heinz and Farina matters; and no admission of liability by Mazda.

See O’Keefe Dec. Exhibit 13, at pp. 34-36.

7. The Settlement Agreement filed in *Guthrie* sets forth the following settlement consideration:

- a. Repair Program Benefit.
- b. Powertrain Warranty Extension Benefit.
- c. Reimbursement for Out-of-Pocket Costs for Excessive Oil Consumption.

See O’Keefe Dec. Exhibit 3, pp. 9-14.

1 8. There is no proposed relief for the damage to class members' emissions systems
 2 nor is there any relief for the Clean Air Act ("CAA") claim. Nonetheless, the Settlement
 3 Agreement sets forth the following definition of "Released Claims" or "Settled Claims," which
 4 clearly encompass the Farina claims.
 5

6 **N. "Released Claims" or "Settled Claims"**

7 *Released Claims" or "Settled Claims" means any and all claims, causes of action,*
 8 *demands, debts, suits, liabilities, obligations, damages, entitlements, losses,*
 9 *actions, rights of action and remedies of any kind, nature and description, whether*
 10 *known or unknown, asserted or unasserted, foreseen or unforeseen, regardless of*
 11 *any legal or equitable theory, existing now or arising in the future, by Plaintiffs*
 12 *and any and all Settlement Class Members (including their successors, heirs,*
 13 *assigns and representatives) which in any way relate to the defective valve stem*
 14 *seals of Class Vehicles (defined below), including but not limited to all matters*
 15 *that were or could have been asserted in the Action, and all claims, causes of*
 16 *action, demands, debts, suits, liabilities, obligations, damages, entitlements,*
 17 *losses, actions, rights of action and remedies of any kind, nature and description,*
 18 *arising under any state, federal or local statute, law, rule and/or regulation, under*
 19 *any federal, state, or local consumer protection, consumer fraud, unfair business*
 20 *practices or deceptive trade practices statutes or laws, under common law, and*
 21 *under any legal or equitable theories whatsoever including tort, contract,*
 22 *products liability, negligence, fraud, misrepresentation, concealment, consumer*
 23 *protection, restitution, quasi-contract, unjust enrichment, express and/or implied*
 24 *warranty, the Uniform Commercial Code and any federal, state or local*
 25 *derivations thereof, any state Lemon Laws, secret warranty and/or any other*
 26 *theory of liability and/or recovery, whether in law or in equity, and for any and*
 27 *all injuries, losses, damages, remedies, recoveries or entitlements of any kind,*
 28 *nature and description, in law or in equity, under statutory and/or common law,*
including but not limited to, compensatory damages, economic losses or damages,
exemplary damages, punitive damages, statutory damages, statutory penalties or
rights, restitution, unjust enrichment, and any other legal, declaratory and/or
equitable relief.

See O'Keefe Dec. Exhibit 3, pp. 6-8.

9. If there is any question whether the broad release language is intended to preclude
 Farina's class claims, paragraph 20 of the proposed Order itself resolves any such doubt:

*20. Each and every Settlement Class Member, and any person actually or purportedly
 acting on behalf of any Settlement Class Member(s), is hereby permanently barred and*

1 *enjoined from commencing, instituting, continuing, pursuing, maintaining, prosecuting,*
 2 *or enforcing any Released Claims (including, without limitation, in any individual, class*
 3 *or putative class, representative or other action or proceeding), directly or indirectly, in*
 4 *any judicial, administrative, arbitral, or other forum, against the Released Parties. This*
 5 *permanent bar and injunction is necessary to protect and effectuate the Agreement, this*
 6 *Final Judgment and Order, and this Court's authority to effectuate the Agreement, and*
 7 *is ordered in aid of this Court's jurisdiction and to protect its judgments. However,*
 8 *Settlement Class members are not precluded from addressing, contacting, dealing with,*
 9 *or complying with requests or inquiries from any governmental authorities relating to*
 10 *the issues raised in this Lawsuit or class action settlement.*

11 *See O'Keefe Dec. Exhibit 3, pp. 42-43.*

12 10. The only language in the proposed Class Notice (attached as Exhibit 4 to the
 13 Settlement Agreement) referencing in any way potential warranty emissions claims, such as
 14 Farina's warranty emissions claim, is an acknowledgment that the defect is on the "exhaust side"
 15 of the engine.

16 *The Valve Stem Seal repair involves replacing the valve stem seals on the exhaust side*
 17 *of your engine with redesigned valve stem seals.*

18 *See O'Keefe Dec. Exhibit 3, pp. 62.*

19 11. This distinction is critical, because Mazda's emissions warranty specifically
 20 excludes valve stems, EGR and PCV valves, etc. after 24,000 miles. There is absolutely no
 21 consideration given in the proposed settlement for damage caused to the subject vehicles'
 22 emissions components due to the excessive oil burn.

23 *See O'Keefe Dec. Exhibit 14, pg. 29.*

24 12. Farina reached out multiple times over the last several months asking for
 25 information and/or a seat at the negotiating table. Instead of responding to these entreaties, or
 26 researching the claims asserted by Farina - *and in violation of the North Carolina Stay* - on
 27 November 14, 2023, Mazda stipulated in *Guthrie* to the addition of a North Carolina resident as
 28

1 a named plaintiff, who has been promised a \$2,200 incentive award if settlement in *Guthrie* is
2 approved. O’Keefe Dec., Exhibits 5-7; see also, “Conferral Pursuant to Local Rule 7.1(b).”

3 13. Guthrie’s North Carolina ‘convenience plaintiff’ clearly lacks standing to
4 champion the claims asserted by Farina. This individual was plainly added to *Guthrie*, and
5 stipulated to by Mazda, to provide facial cover for Guthrie and Mazda to bargain away Farina’s
6 claims with no compensation whatsoever and without providing fair notice to the absent class(es)
7 of the claims they are asked to release in the proposed *Guthrie* settlement.
8

9 14. The Notice of Lodging of an Unredacted Copy of the Report of Susan K.
10 Thompson and Brian S. Repucci sets forth an opinion concerning the value to the consumer (*i.e.*,
11 economic benefit) that is provided to the class as a result of the Joint Term Sheet for Proposed
12 Nationwide Class Settlement of *Guthrie*.
13

14 15. Although that value is estimated to be \$109,895,680, it is clear from the detailed
15 terms that none of that value has anything to do with the claims asserted in Farina. See O’Keefe
16 Dec. Exhibit 13 at 2-19; 32-36; and 57-65.
17

18 16. Despite providing no consideration whatsoever for the claims asserted in Farina,
19 the terms of the proposed settlement broadly define "Released Claims," "Settled Claims," "Class
20 Vehicles," "Settlement Class Vehicles," "Settlement Class," "Settlement Class Members." See
21 Exhibit 3, at pp. 7-9. Mazda and Guthrie counsel have contracted to get rid of Farina – *and all*
22 *of the claims he asserts* - with absolutely no settlement relief in exchange, thus denying Farina
23 *and the putative class* their day in Court.
24

25 17. As the Farina Dec. outlines, in addition to setting aside reserves for warranty
26 claims due to the defective valve stems, Mazda has set aside \$102,925,000 for the “estimated
27 costs of complying with environmental regulations.”
28

1 *In addition to the Reserve for Warranty Expenses, Note 2 in the 2023 MAFS, Summary*
 2 *of Significant Accounting Policies states that a Provision Related to Environmental*
 3 *Regulations “provides for estimated costs of complying with environmental regulations*
 4 *at the end of the fiscal year.” There is no discussion of this provision in Note 3,*
 5 *Significant Accounting Estimates footnote, nor did KPMG mention it as a Key Audit Risk.*
 6 ***However, the Provision related to environmental regulations amount of this Reserve***
 7 ***set forth in the Selling, General and Administrative Expenses footnote is \$102,925,000.***
 8 ***(2023 MAFS at 59.)***

9 See Farina Dec., Exhibit C at Para. 28 (emphasis added.)

10 18. This reserve is clearly intended only for the CAA fines, and not to benefit any
 11 class members whose emissions systems have been processing up to three (3) to four (4) times
 12 the carbon that they were strictly engineered to handle. Id. There is no accompanying disclosure
 13 or discussion of the reason for this reserve. This is clearly a material item to Mazda and there is
 14 no disclosure.

15 19. In the same way, the proposed *Guthrie* settlement is completely silent as to the
 16 environmental issues the defect caused and as to any remedying of overtaxed emissions
 17 components like the Catalytic Convertor in class vehicles, See O’Keefe Dec., Exhibits 1, 13.

18 20. Although Mazda seems to have set aside hundreds of millions in 2021 and 2023
 19 for warranty claims, there has not been any comparable provision for “costs of complying with
 20 environmental regulations” in any prior year. Thus, this reserve – ***which was made after the***
 21 ***filing of the Farina Action Amended Complaint, and 30 days after the North Carolina Court***
 22 ***stayed the Farina Action*** - is most plainly related to the CAA claim set forth in the Farina action.
 23 Indeed, the Settlement Agreement foreshadows voluntary notice to the NHTSA once Farina has
 24 been reduced to a class of one. See Farina Dec., Para. 28.

25 21. While Mazda has publicly acknowledged (without adequate disclosure) CAA
 26 fines alone totaling **\$102,925,000**, counsel for Mazda and Guthrie are seeking to make Farina a
 27 class of one by obtaining releases from class members who will be blindly waiving their rights
 28

1 to seek extended coverage of their emissions components including, ironically, the valve stem
2 itself.

3 **III. FARINA HAS TIMELY ACTED**

4
5 22. The Farina Dec. sets forth the sequence of events leading up to the filing of the
6 initial *Farina* complaint (Doc. 1) on January 28, 2023. This initial complaint asserted counts for
7 civil conspiracy; breach of implied and express warranties under the Magnuson-Moss Warranty
8 Act (“MMWA”); and declaratory relief/judgment.

9
10 23. The claims asserted under MMWA clearly implicate the CAA violations as the
11 basis therefor. Thus, the initial complaint included a footnote on page 5 stating, “Plaintiff intends
12 to amend this complaint to bring a claim under the Clean Air Act (“CAA”) in accordance with
13 42 U.S. Code § 7604.” On January 31, 2023, pursuant to 42 U.S. Code § 7604 (a)(1), Farina sent
14 Notice to Federal and North Carolina State environmental agency administrators—as well as to
15 Defendants—that he intended to bring such suit under the CAA.

16
17 24. On February 21, 2023, the NC Court entered an Order granting Defendants’
18 motion to extend the time to answer the complaint to March 24, 2023.

19
20 25. Instead of answering the Farina complaint or pursuing a proper motion under Rule
21 12 of the FRCP, on March 24, 2023, Defendants filed a “Joint Motion to Dismiss, Stay or
22 Transfer” the Farina case. (Doc. Nos. 20 and 21.)

23 26. On April 2, 2023, Farina’s private right of action under the CAA ripened.

24 27. On April 7, 2023, Farina moved as of right to file an amended complaint that
25 added two additional counts under the CAA. Farina also filed his response to the Motion to Stay.

1 28. On April 21, 2023, Defendants filed a voluminous and vitriolic joint opposition
2 to the motion to amend, falsely claiming that the proposed amendment “smacks of bad faith,
3 gamesmanship and improper and dishonest purpose.”
4

5 29. As detailed in Farina’s reply brief filed on Friday, April 28, 2023, Defendants also
6 made numerous misstatements of fact in their opposition.

7 30. On May 2, 2023, the NC Court summarily granted leave to file the amended
8 complaint “as a matter of course” pursuant to F. R. Civ. Proc 15 (a) (1). The NC Court also denied
9 without prejudice Defendants’ extant Joint Motion to Dismiss, Stay or Transfer (Doc. Nos. 20
10 and 21) as moot. *See* O’Keefe Declaration Exhibit 15. – a true and correct copy of the Farina
11 Amended Complaint.
12

13 31. On May 16, 2023, Defendants renewed their Joint Motion to Dismiss, Stay, or
14 Transfer the case, which the Court ultimately granted on June 28, 2023, staying the *Farina* case
15 pending further proceedings in the *Guthrie* case. *See* O’Keefe Declaration Exhibit 20 - a true
16 and correct copy of the Farina’s Court’s Stay Order.
17

18 32. Thereafter, Mazda and the Guthrie plaintiffs agreed to numerous stays. On
19 November 14, 2023, Mazda consented to an amended complaint which differed little from the
20 existing complaint except for the addition of a North Carolina resident who leased - and had
21 already returned - an affected vehicle (Doc. No.’s 78, 84, 85.) The amended Guthrie complaint
22 was promptly answered on December 5, 2023 (Doc. No. 86).
23

24 33. On January 19, 2024, the proposed settlement agreement was filed. (Doc. No. 91,
25 92).
26

27 34. In between, Farina reached out to Mazda’s counsel not less than four (4) times
28 variously seeking a seat at the table, agreement to transfer the Farina matter, Farina’s intervention

1 in Guthrie, and lastly for consent to lift the stay in NC so that Farina could seek this Court's
2 permission to intervene solely to contest the Notice and Release proffered herein.

3 35. After he was again given the back of the hand and threatened with sanctions by
4 Mazda for "prejudicing" it before this Court, Farina filed a motion on February 1, 2024 with the
5 NC Court seeking its permission to request this Court's permission to intervene in the Guthrie
6 proceedings solely to (1) press for proper Notice of Farina's claims that the putative class is being
7 asked to Release, and (2) challenge the proposed Release/Final Order as overbroad – particularly
8 as it has the putative class Releasing claims they know nothing about and for no consideration.
9

10 36. On March 19, 2024, over opposition by defendants, the NC Court granted Farina's
11 motion. O'Keefe Dec. Ex. 24.
12

13 **IV. GUTHRIE COUNSEL HAS BARGAINED AWAY LEGITIMATE CLAIMS FOR**
14 **ILLUSORY BENEFITS**
15

16 37. On February 5, 2024, Farina filed Notice of his motion in the North Carolina
17 action with this Court. (Doc. No. 98) Mazda filed a 'response' claiming that Farina's findings –
18 derived directly from Mazda's own public findings - were incorrect, scandalous, impertinent, and
19 "likely subject to Rule 11 sanctions."
20

21 38. Mazda further claimed that there is no "fund" while ignoring that the proper
22 accounting term is "reserve", which is precisely what Farina states is disclosed in Mazda's own
23 public filings:

24 *... the Provision related to environmental regulations amount of this Reserve set forth*
25 *in the Selling, General and Administrative Expenses footnote is \$102,925,000. (2023*
26 *MAFS at 59.)*

27 *See Farina Dec., Exhibit C at Para. 28 (emphasis added.)*
28

1 39. Guthrie's counsel, for his part, claims to have "investigated" the Farina claims
2 and bargained them away for nothing because he – evidently relying entirely on Mazda's baseless
3 arguments of record - concluded they are unfounded:
4

5 *... and Mazda isn't going to pay any more money and a bird in the hand is worth two*
6 *in the bush.*

7 40. Additionally, besides the lack of Notice to the putative class, the overly broad
8 Release – which as Guthrie counsel has acknowledged aims to make Farina a class of one - the
9 extension of the Powertrain warranty does nothing for the emissions claims.

10 41. Had Guthrie's counsel bothered to review Mazda's warranty terms and
11 conditions, they would have recognized that *the subject defective component(s) – and the*
12 *components that have necessarily been affected by this defect - are not part of the "Powertrain."*
13

14 9. Powertrain Warranty Parts List

15 Below are the powertrain components covered under the Powertrain Limited Warranty:

16 ■ Engine

- 17 • Cylinder Block, Cylinder Head, and All Internal Lubricated Parts (Piston engines)
- 18 • Timing gears
- 19 • Timing chain/belt and tensioner
- 20 • Timing chain/belt front cover and gaskets
- 21 • Flywheel
- 22 • Valve Covers and Gaskets
- 23 • Oil Pan
- 24 • Oil Pump
- 25 • Intake Manifold and Gaskets
- 26 • Exhaust Manifold and Gaskets
- 27 • Engine Mounts
- 28 • Turbocharger Housing and All Internal Parts
- Supercharger Housing and All Internal Parts
- Water Pump and Gaskets
- Thermostat and Gaskets
- Fuel Pump
- Seals and Gaskets

O'Keefe Declaration, Exhibit 14, pg. 19.

42. The subject Technical Service Bulletin ("TSB") itself identifies the repair plainly aligned with Mazda's warranty booklet. The subject components are emission components that are part of the Emissions Warranty and are excluded from coverage after 24,000 miles. Page 29 of Mazda's warranty manual (O'Keefe Declaration Exhibit 14, pg. 29) outlines what components are covered for how long, and those that are not. Plainly, the subject emissions components including the defective one(s) at issue herein are included in this warranty:

6. 24 months/24,000 miles Emission Warranty Parts List

■ **Air/Fuel Metering System**

- Closed loop system
 - Oxygen sensor
 - Air flow sensor (Air flow meter)
 - Fuel injectors
- Cold start enrichment system
 - Cold start injector
- Electronic idle speed control system
 - Idle air control valve (Idle speed control valve)
 - Air valve
- Deceleration controls
- Variable Valve Timing System
 - Sequential valve timing actuator
 - Oil control valve

■ **Ignition Spark Advance/Retard System**

- Certain spark advance/retard control components
 - High energy electronic ignition
 - Spark plugs*

■ **Fuel Evaporative System**

- Canister and associated control valve
 - Purge valve
 - Purge solenoid
 - Fuel filler cap

■ **Positive Crankcase Ventilation (PCV) System**

- PCV valve

■ **Exhaust Gas Recirculation (EGR) System**

- EGR function control valve (EGR control valve) and associated parts
 - EGR valve
 - EGR valve control solenoid

■ **Secondary Air Injection System**

- Air pump
- Air control valves and distribution pipes

■ **Miscellaneous Items Used in Above Systems**

- Hoses, clamps, fittings, gaskets, sealing materials, tubing, brackets and belts
- Exhaust pipe (between exhaust manifold and catalyst)
- Sensors, switches and valves

43. This is what Mazda's Variable Valve Timing System looks like:

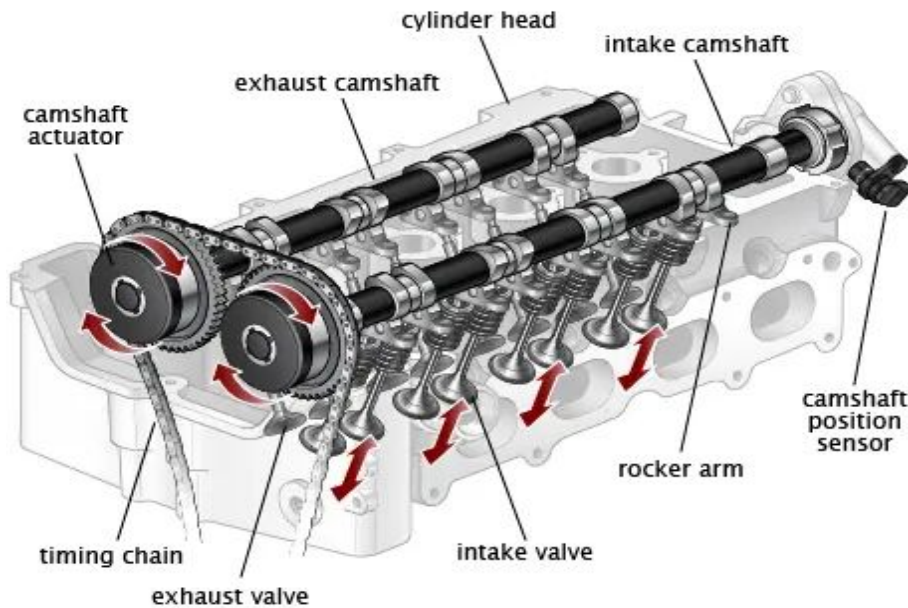


Image courtesy of ClearMechanic.com

It is the upper end of the engine. In no way could anyone who understands auto mechanics and these manufacturer warranties confuse this with a powertrain component.

44. Mazda also knows – as *Guthrie counsel should as well from their purported “investigation” into Farina’s claim - that as a direct result of its defect(s)*, not less than five **(5)* other emissions components with the same limited warranty are also directly impacted – *all on the exhaust side or affecting same*, and including, but not limited to, the PCV valve, EGR components, and high energy spark plugs. (O’Keefe Declaration Exhibit 14, pg. 29).

45. Moreover, there are also several other emissions components necessarily affected, including but not limited to the Catalytic Convertor, which warranty coverage expires at 80,000 miles. *Id.*

46. Most concerningly, like the public filings Farina unearthed– which Mazda claims are irrelevant, impertinent and warrant Rule 11 sanctions - Mazda knows this and has known this.

1 47. Yet, contrary to its obligations to the Court and the putative class, and despite this
2 knowledge, Mazda has made material representations to the contrary that – *to the palpable*
3 *detriment of the class* - Guthrie’s counsel was all too willing to accept at face value.
4

5 WHEREFORE, Francis J. Farina, on behalf of himself and all others similarly situated,
6 hereby OBJECTS to the subject settlement and requests a hearing forthwith on the matters
7 contained herein that form the basis of his objections prior to the final approval hearing as they
8 are material thereto.
9

10 Dated: San Francisco, California
11 March 22, 2024

Respectfully submitted,

12 By: /s/ Lyn R. Agre
13 Lyn R. Agre (SBN 178218)
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CERTIFICATE OF SERVICE

I hereby certify that on March 22, 2024, a true and correct copy of the foregoing was electronically filed and served, pursuant to 28 U.S.C. § 1746, via CM/ECF, addressed to the following:

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