

1 TRINETTE G. KENT (State Bar No. 222020)
2 Lemberg Law, LLC
3 1100 West Town & Country Rd.
4 Suite 1250
5 Orange, California 92868
6 Telephone: (480) 247-9644
7 Facsimile: (480) 717-4781
8 E-mail: tkent@lemborglaw.com

9 Sergei Lemberg (admitted *pro hac vice*)
10 Stephen Taylor (admitted *pro hac vice*)
11 Joshua Markovits (admitted *pro hac vice*)
12 Lemberg Law, LLC
13 43 Danbury Road
14 Wilton, CT 06897
15 Telephone: (203) 653-2250
16 Facsimile: (203) 653-2250
17 E-mail: slemberg@lemborglaw.com
18 E-mail: jmarkovits@lemborglaw.com
19 *Attorneys for Plaintiffs*

14 UNITED STATES DISTRICT COURT
15 CENTRAL DISTRICT OF CALIFORNIA

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

20 Plaintiffs,

21 vs.

22 Mazda Motor of America, Inc.,
23
24 Defendant.

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

**PLAINTIFFS' SUPPLEMENT TO
ADDRESS THE PARTIES'
ADDENDUM TO THE CLASS
ACTION SETTLEMENT
AGREEMENT AND IN SUPPORT OF
FINAL APPROVAL**

Date: September 16, 2024
Judge: Hon. David O. Carter
Time: 8:30 a.m.
Courtroom: 10A

1 Plaintiffs Gary Guthrie, Stephanie Crain, Chad Hinton, Julio Zelaya, Anna
2 Gilinets, Marcy Knysz, Lester Woo and Amy Bradshaw (“Plaintiffs”) respectfully
3 submit this Supplement to Address the Parties’ Addendum to the Class Action
4 Settlement Agreement and in Support of Final Approval.

5 At the August 5, 2024, Fairness Hearing, the Court instructed Plaintiffs and
6 Defendant Mazda Motor of America, Inc. d/b/a Mazda North American Operations
7 (“MNAO” and, with Plaintiffs, the “Parties”), to confer regarding whether the
8 Settlement could provide additional relief to potential Class Members with Class
9 Vehicles that exceed the Powertrain Warranty Extension cap of 84,000 miles.¹
(*Transcript of 8.5.24 Hearing Vol. 2, pg. 50-52 attached as Ex. A hereto*).

10 The Parties have negotiated and executed an addendum to the Settlement
11 Agreement (*attached as Ex. B hereto*) addressing this concern by extending the
12 extended warranty period for an additional one (1) year or 12,000 miles to a total of 96
13 months (8yrs) or 96,000 miles for Members at or near the prior cap:

14 Class Members who would otherwise qualify for the Settlement’s benefits
15 (i.e., replacement of the affected valve stem seals, reimbursement for
16 qualifying out of pocket costs, and warranty extension) but their Class
17 Vehicle is already near or beyond the proposed extended warranty period
18 (84 months or 84,000 miles, whichever occurs first) as of the date the Class
19 Settlement receives Final Approval by the Court, the Parties agree that
20 those Class Members shall be extended an additional (1) year and 12,000
21 miles to a total of 96 months (8 years) or 96,000 miles, whichever occurs
22 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.
They shall also remain eligible for reimbursement for qualifying out of
pocket costs during the one (1) year following the date of Final Approval
by the Court.

23 *Ex. B. Persons with Class Vehicles impacted by this additional extension of the*
24 _____

25 ¹ Class Vehicles are relatively new 2021 and 2022 Mazda vehicles. The Powertrain
26 Warranty Extension in the Settlement Agreement extends the Powertrain Limited
Warranty for Class Vehicles from 60 months/60,000 miles to 84 months/84,000.

1 warranty will be able to (1) have their valve stem seals repaired free of charge in
2 accordance with the Repair Program set forth in Section II.A.2 of the Settlement
3 Agreement and (2) be eligible to submit reimbursement for qualifying out of pocket
4 costs (*e.g.* oil changes) in the one (1) year following Final Approval. *Ex. B.*

5 The addendum addresses the Court’s concern to expand class relief to cover more
6 potential members who are very heavy drivers and provides them an opportunity to
7 have their vehicles fixed and costs reimbursed to the extent these potential members
8 were not covered by the prior relief.

9 Upon Final Approval, the Parties will update the Settlement Website homepage
10 (www.mazdavalvestemsealsettlement.com) to reflect, in clear terms, this additional
11 relief.

12 Plaintiffs respectfully request that the Court grant final approval of the
13 Settlement Agreement and the Parties’ Addendum to the Settlement Agreement.

14 DATED: September 12, 2024

15 By: /s/ Stephen Taylor

16 Trinette G. Kent
17 TRINETTE G. KENT (State Bar No. 222020)
18 Lemberg Law, LLC
19 1100 West Town & Country Rd.
20 Suite 1250
21 Orange, California 92868
22 Telephone: (480) 247-9644
23 Facsimile: (480) 717-4781
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Facsimile: (203) 653-2250
E-mail: slemberg@leberglaw.com
E-mail: jmarkovits@leberglaw.com
*Attorneys for Plaintiffs and Interim Class
Counsel*

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CERTIFICATE OF SERVICE

I, the undersigned, certify and declare that I am over the age of 18 years, and not a party to the above-entitled cause. I hereby certify that on September 12, 2024, a copy of the foregoing was filed electronically. Notice of this filing was sent by operation of the Court’s electronic filing system to all parties indicated on the electronic filing receipt. All other parties will be served by regular U.S. Mail. Parties may access this filing through the Court’s electronic filing system.

By: /s/ Trinette G. Kent
Trinette G. Kent
Lemberg Law, LLC
Attorney for Plaintiffs