

1 BLOOD HURST & O'REARDON, LLP
2 TIMOTHY G. BLOOD (149343)
3 PAULA R. BROWN (254142)
4 JENNIFER L. MACPHERSON (202021)
5 501 West Broadway, Suite 1490
6 San Diego, CA 92101
7 Tel: 619/338-1100
8 619/338-1101 (fax)
9 tblood@bholaw.com
10 pbrown@bholaw.com
11 jmacpherson@bholaw.com

12 BEASLEY, ALLEN, CROW,
13 METHVIN, PORTIS & MILES, P.C.
14 W. DANIEL "DEE" MILES, III (PHV)
15 DEMET BASAR (PHV)
16 H. CLAY BARNETT, III (PHV)
17 J. MITCH WILLIAMS (PHV)
18 DYLAN T. MARTIN (PHV)
19 272 Commerce Street
20 Montgomery, AL 36104
21 Tel: 334/269-2343
22 334/954-7555 (fax)
23 Dee.Miles@Beasleyallen.com
24 Demet.Basar@BeasleyAllen.com
25 Clay.Barnett@BeasleyAllen.com
26 Mitch.Williams@BeasleyAllen.com
27 Dylan.Martin@BeasleyAllen.com

28 Attorneys for Plaintiffs

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

TOWNSEND VANCE and
ZACHARY HAINES, individually
and on behalf of all others similarly
situated,

Plaintiffs,

v.

MAZDA MOTOR OF AMERICA,
INC. D/B/A MAZDA NORTH
AMERICAN OPERATIONS,
MAZDA MOTOR
CORPORATION, DENSO
CORPORATION, and DENSO
INTERNATIONAL AMERICA,
INC,

Defendants.

Case No. 8:21-cv-01890-JLS-KES

CLASS ACTION

SETTLEMENT AGREEMENT

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1 **WHEREAS**, Plaintiffs’ Consolidated Class Action Complaints in the
2 above-referenced Action (all terms defined below) allege that certain Denso fuel
3 pumps in certain Mazda vehicles are defective;

4 **WHEREAS**, Class Counsel have conducted substantial discovery, have
5 investigated the facts and underlying events relating to the subject matter of the
6 Action, have retained an independent automotive engineering expert to analyze the
7 alleged defect and potential solutions, have carefully analyzed the applicable legal
8 principles, and have concluded, based upon their investigation, and taking into
9 account the risks, uncertainties, burdens, and costs of further prosecution of the
10 Action, and taking into account the substantial benefits to be received pursuant to
11 this Settlement Agreement and that a resolution and compromise on the terms set
12 forth herein is fair, reasonable, adequate, and in the best interests of Class
13 Representatives and the other Class Members, and treats Class Members fairly and
14 equitably in relation to one another;

15 **WHEREAS**, Mazda and Denso, for the purpose of avoiding burden,
16 expense, risk, and uncertainty of continuing to litigate the Action, and for the
17 purpose of putting to rest all controversies with Class Representatives, the other
18 Class members, the Action, and claims that were or could have been alleged,
19 except as otherwise set forth herein, and without any admission of liability or
20 wrongdoing, desire to enter into this Settlement Agreement;

21 **WHEREAS**, as a result of extensive arm’s length negotiations, at times
22 with the assistance of Court-appointed Settlement Special Master Patrick A.
23 Juneau, Class Representatives, Class Counsel, Mazda, and Denso have entered
24 into this Settlement Agreement;

25 **WHEREAS**, Class Counsel represent and warrant that they are fully
26 authorized to enter into this Settlement Agreement on behalf of Class
27 Representatives, and that Class Counsel have consulted with and confirmed that
28

1 all proposed Class Representatives fully support and have no objection to this
2 Settlement Agreement; and

3 **WHEREAS**, it is agreed that this Settlement Agreement shall not be
4 deemed or construed to be an admission, concession, or evidence of any violation
5 of any federal, state, or local statute, regulation, rule, or other law, or principle of
6 common law or equity, or of any liability or wrongdoing whatsoever, by Mazda,
7 Denso, or any of the Released Parties, or of the truth or validity of any of the claims
8 that Class Representatives have asserted;

9 **NOW, THEREFORE**, without any admission or concession by Class
10 Representatives or Class Counsel of any lack of merit to their allegations and
11 claims, and without any admission or concession by Mazda or Denso of any
12 liability or wrongdoing or lack of merit in their defenses, in consideration of the
13 mutual covenants and terms contained herein, and subject to both the preliminary
14 and final approval by the Court, Class Counsel, Class Representatives, Mazda, and
15 Denso agree as follows:

16 **I. PROCEDURAL HISTORY**

17 A. On November 16, 2021, Plaintiffs Vance and Haines commenced this
18 action against Mazda Motor of America, Inc., Mazda Motor Corporation¹, Denso
19 International America, Inc., and Denso Corporation² seeking damages and
20 equitable relief for manufacturing and selling Mazda vehicles equipped with
21 defective Fuel Pumps. ECF Doc. 1. On November 23, 2021, Plaintiffs filed their
22 First Amended Class Action Complaint (“FAC”) including FCA US LLC as a
23 Defendant. ECF Doc. 15.

24 B. Between April 27, 2020 and June 11, 2020, Denso recalled 2.1
25 million of its defective Fuel Pumps. On July 17, 2020, Mazda issued a foreign
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27 ¹ Mazda Motor Corporation was voluntarily dismissed without prejudice in May 2022. ECF Doc. 93.

28 ² Denso Corporation was voluntarily dismissed without prejudice in March 2022. ECF Doc. 74.

1 recall for vehicles equipped with defective Fuel Pumps in China, Japan, Thailand,
2 Malaysia, Vietnam, and Mexico. This recall identified substantially similar
3 vehicles in the U.S., including the 2018-2020 Mazda CX-3, CX-5, CX-9, Mazda2,
4 Mazda3, Mazda6, and MX-5, that were not recalled.

5 C. On November 12, 2021, Mazda issued a U.S. Recall for
6 approximately 121,000 vehicles including 2019 CX-3, 2018-2019 CX-5, 2018-
7 2019 CX-9, 2019-2020 Mazda2, 2018 Mazda3, 2018 Mazda6, and 2018-2019
8 MX-5 vehicles manufactured at various times between April 2018 and January
9 2020.

10 D. In the FAC, Plaintiffs alleged that Mazda Vehicles equipped with the
11 Denso Fuel Pumps were unsafe to drive because the Fuel Pump's impeller is made
12 of unsuitable, low-density material that could not withstand its operating
13 environment. Fuel Pumps are a key part of a vehicle's fuel injection system
14 because they regulate the flow of fuel from the fuel tank to the engine and allow
15 the vehicle to be operated as intended by the driver. Plaintiffs alleged the low-
16 density impeller in the Denso Fuel Pumps could deform and interfere with the
17 body of the Fuel Pump, causing it to become inoperative which can result in engine
18 stalls, other symptoms, and increase the risk of crash. Plaintiffs alleged that
19 Defendants improperly limited the scope of the U.S. recall, excluding other 2013-
20 2020 Mazda vehicles equipped with the same defective Denso Fuel Pumps.
21 Plaintiffs also alleged that the Recall remedy was insufficient for failing to replace
22 the entire Fuel Pump assembly.

23 E. On December 15, 2021, Plaintiffs and Defendants filed a joint
24 stipulation to extend Defendants' time to respond to the FAC, ECF Doc. 34, and,
25 on December 23, 2021, the Parties filed a stipulation to extend the time for
26 Plaintiffs to file a Second Amended Class Action Complaint ("SAC"). ECF Doc.
27 35. On December 27, 2021, the Court granted the Parties' stipulation to extend the
28 time to file the SAC and entered a briefing schedule. ECF Doc. 36.

1 F. On January 19, 2022, Plaintiffs filed their SAC. ECF Doc. 39.

2 G. On February 15, 2022, counsel for all Parties held a conference
3 regarding Plaintiffs' allegations in the SAC pursuant to L.R. 7-3 and filed a
4 stipulation to continue Defendants' deadline to respond to Plaintiffs' SAC until
5 March 16, 2022. ECF Doc. 57.

6 H. On March 16, 2022, each defendant moved to dismiss all seventeen
7 causes of action for violation of state consumer protection statutes and warranty
8 laws, common law fraud, strict liability, negligent recall, and violation of the
9 Magnuson-Moss Warranty Act. ECF Docs. 64, 66, 69.

10 I. On the same day, the Court issued an order for Plaintiffs to show
11 cause regarding lack of prosecution of Mazda Motor Corporation and Denso
12 Corporation. ECF Doc. 72. On March 22, 2022, Plaintiffs voluntarily dismissed
13 Denso Corporation after negotiating a tolling agreement to avoid timely and costly
14 service under the Hague Convention, ECF Doc. 74, and filed their response to the
15 order to show cause requesting an additional thirty days to negotiate a tolling
16 agreement with Mazda. ECF Doc. 75.

17 J. On April 20, 2022, Plaintiffs filed their oppositions to Defendants'
18 motions to dismiss and motion to strike nationwide class allegations, ECF Docs.
19 84-87, and, on May 13, 2022, Defendants filed their reply memoranda. ECF Docs.
20 89-92.

21 K. On May 19, 2022 and July 6, 2022, Plaintiffs voluntarily dismissed
22 their claims against Mazda Motor Corporation and FCA US LLC, respectively.
23 ECF Docs. 93 and 101.

24 L. Between July 7, 2022 and December 2, 2022, the Parties filed
25 stipulations to continue the hearings on the motions to dismiss and motion to strike
26 in an effort to narrow the issues and explore settlement. ECF Docs. 104, 107, 112.

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1 M. On March 31, 2023, the Court denied Defendants’ motions to dismiss
2 and motion to strike without prejudice and with leave to refile if the Parties were
3 unable to reach settlement. ECF Doc. 114.

4 N. Between March 2023 and December 2023, Mazda produced
5 confirmatory discovery in the aid of negotiations, and Plaintiffs’ independent
6 automotive expert sourced and inspected over 350 Denso Fuel Pumps, and
7 analyzed their operation, specifications, and the density of their impellers. As part
8 of confirmatory discovery, Defendants produced and Plaintiffs analyzed over
9 6,609 pages of documents related to the design and operation of the subject fuel
10 pumps, warranty data, failure modes attributed to the subject fuel pumps, the
11 Defendants’ investigation into the defect, the Recall, and the defect
12 countermeasure development and implementation. The Parties exchanged
13 multiple rounds of correspondence regarding complex warranty data and failure
14 analysis which helped to inform the scope of settlement. The Parties engaged in
15 numerous in-person, Zoom and telephonic conferences and ultimately were
16 successful in reaching an agreement on the substantive terms of this Settlement.

17 O. On March 11, 2024, the Parties jointly moved the Court to appoint
18 Patrick A. Juneau as Settlement Special Master. ECF Doc. 127. The Court granted
19 the motion the same day and entered an order appointing Patrick A. Juneau as
20 Settlement Special Master to, among other things, administer, coordinate, preside
21 over and assist the Parties on settlement-related issues, including settlement
22 negotiations and implementation. ECF Doc. 128. The Parties subsequently had
23 numerous communications with the Settlement Special Master, including an in-
24 person mediation regarding a potential agreement on attorneys’ fees, costs, class
25 representative service awards, as well as discussions about the terms, timing, and
26 other issues related to the Settlement.

27 P. On July 12, 2024, the Court held a hearing regarding Plaintiffs’
28 Unopposed Motion for Preliminary Approval of Class Action Settlement. ECF

1 Doc. 141. The Court continued the hearing and ordered the Parties to submit a
2 revised Settlement Agreement and supplemental briefing clarifying certain
3 provisions of Settlement relief, among other things.

4 **II. DEFINITIONS**

5 **A.** As used in this Settlement Agreement and the attached exhibits
6 (which are an integral part of this Settlement Agreement and are incorporated
7 herein in their entirety by reference), the following terms have the following
8 meanings, unless this Settlement Agreement specifically provides otherwise:

9 1. “Action” means *Vance v. Mazda Motor of America, Inc., et al.*,
10 Case No. 8:21-cv-01890-CJC-KES (C.D. Ca.).

11 2. “Additional Vehicles” means Covered Vehicles identified in
12 Exhibit 1.

13 3. “Agreement” or “Settlement Agreement” means this
14 Settlement Agreement and the exhibits attached hereto or incorporated herein, as
15 well as any and all subsequent amendments and any exhibits to such amendments.

16 4. “Attorneys’ Fees, Costs, and Expenses” means such funds as
17 may be awarded by the Court to compensate any and all attorneys representing
18 plaintiffs for their fees and expenses in connection with the Action and the
19 Settlement Agreement, as described in Section VIII of this Settlement Agreement.

20 5. “Claim” means the claim of a Class Member or his or her or its
21 representative for reimbursement as part of the Out-of-Pocket Claims Process
22 submitted on a Claim Form as provided in this Settlement Agreement.

23 6. “Claimant” means a Class Member who has submitted a Claim
24 Form for reimbursement as part of the Out-of-Pocket Claims Process.

25 7. “Claim Form” means the document in substantially the same
26 form as Exhibit 8 attached to this Settlement Agreement by which a Claim shall
27 be submitted for reimbursement as part of the Out-of-Pocket Claims Process.
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1 8. “Claim Submission Period” means the time frame in which
2 Class Members may submit a Claim Form for reimbursement as part of the Out-
3 of-Pocket Claims Process to the Settlement Administrator, which shall run from
4 the entry of the Preliminary Approval Order up to and including ninety (90) days
5 after the Court’s issuance of the Final Order and Final Judgment.

6 9. “Claims Process” means the process for submitting and
7 reviewing Claims described in Section III.C., below, of this Settlement
8 Agreement.

9 10. “Class” or “Class Member(s)” means, for settlement purposes
10 only, all individuals or legal entities who, at any time as of the entry of the
11 Preliminary Approval Order, own or owned, purchase(d) or lease(d) Covered
12 Vehicles in any of the fifty States, the District of Columbia, Puerto Rico, and all
13 other United States territories and/or possessions. Excluded from the Class are:
14 (a) Mazda, its officers, directors and employees; its affiliates and affiliates’
15 officers, directors and employees; its distributors and distributors’ officers,
16 directors and employees; and Mazda Dealers and Mazda Dealers’ officers and
17 directors; (b) Denso, its officers, directors and employees; its affiliates and
18 affiliates’ officers, directors and employees; its distributors and distributors’
19 officers, directors and employees; (c) Plaintiffs’ Counsel; and (d) judicial officers
20 and their immediate family members and associated court staff assigned to this
21 case. In addition, persons or entities are not Class Members once they timely and
22 properly exclude themselves from the Class, as provided in this Settlement
23 Agreement, and once the exclusion request is finally approved by the Court.

24 11. “Class Action Complaint” means the Second Amended Class
25 Action Complaint, ECF Doc. 39, filed in this Court on January 19, 2022.

26 12. “Class Counsel” means W. Daniel “Dee” Miles III of Beasley,
27 Allen, Crow, Methvin, Portis & Miles, P.C. and Timothy G. Blood of Blood Hurst
28 & O’Reardon LLP.

1 13. “Class Notice” means the notice program described in Section
2 IV, below.

3 14. “Class Representatives” means Townsend Vance and Zachary
4 Haines.

5 15. “Court” means the United States District Court for the Central
6 District of California.

7 16. “Covered Vehicles” means the Additional Vehicles and the
8 Recalled Vehicles.

9 17. “Date of First Use” (DOFU) means the date that the Covered
10 Vehicle was originally sold or leased by a Mazda Dealer.

11 18. “Defendants” means Mazda and Denso. Singular “Defendant”
12 means Mazda or Denso.

13 19. “Denso” means Denso International America, Inc..

14 20. “Denso’s Counsel” means Butzel Long, P.C.

15 21. “Direct Mail Notice” means the notice substantially in the form
16 as attached hereto as Exhibit 6 that shall be sent to current and former owners and
17 lessees of Covered Vehicles as provided in Section IV.B., below, of this Settlement
18 Agreement.

19 22. “Fairness Hearing” means the hearing for the purposes of the
20 Court determining whether to approve this Settlement Agreement as fair,
21 reasonable, and adequate, and to award Attorneys’ Fees, Costs and Expenses and
22 Class Representative service awards.

23 23. “Final Effective Date” means the latest date on which the Final
24 Order and/or Final Judgment approving this Settlement Agreement becomes final.

25 For purposes of this Settlement Agreement:

26 a) if no appeal has been taken from the Final Order and/or
27 Final Judgment, “Final Effective Date” means three days
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- 1 after the date on which the time to appeal therefrom has
2 expired; or
- 3 b) if any appeal has been taken from the Final Order and/or
4 Final Judgment, “Final Effective Date” means three days
5 after the date on which all appeals therefrom, including
6 petitions for rehearing or reargument, petitions for
7 rehearing *en banc*, and petitions for certiorari or any other
8 form of review, have been finally disposed of in a manner
9 that affirms the Final Order or Final Judgment; or
- 10 c) subject to Court approval, if Class Counsel, Mazda, and
11 Denso agree in writing, for purposes of fulfilling the terms
12 of the Settlement Agreement, the “Final Effective Date” can
13 occur on any other agreed date.
- 14 d) For clarity, neither the provisions of Rule 60 of the Federal
15 Rules of Civil Procedure nor the All Writs Act, 28 U.S.C. §
16 1651, shall be taken into account in determining the above-
17 stated times.

18 24. “Final Judgment” means the Court’s final judgment, which is
19 to be on terms substantially consistent with this Agreement. A proposed form is
20 attached hereto as Exhibit 10.

21 25. “Final Order” means the Court’s order approving the
22 Settlement Agreement and awarding Attorneys’ Fees, Costs and Expenses and
23 Class Representative service awards, which is to be on terms substantially
24 consistent with this Agreement. A proposed form is attached hereto as Exhibit
25 11.

26 26. “Fuel Pumps” means the low-pressure Denso fuel pumps that
27 were installed as original equipment in the Covered Vehicles and are alleged in
28 the Action to be defective.

1 27. “Loaner/Towing Program” means the program described in
2 Section III.A.2 and Section III.B.2, below.

3 28. “Loaner Vehicle” means a vehicle of any potential make,
4 model, or year, provided pursuant to the Customer Support Program and the
5 Extended New Parts Warranty.

6 29. “Long Form Notice” means the Long Form Notice
7 substantially in the form attached hereto as Exhibit 5 that shall be available to Class
8 Members as provided in Section IV.E, below, of this Settlement Agreement.

9 30. “Mazda” means Mazda Motor of America, Inc., operating as
10 Mazda North American Operations.

11 31. “Mazda Dealers” means authorized Mazda dealers.

12 32. “Mazda’s Counsel” means Bowman and Brooke LLP and
13 Nelson Mullins Riley & Scarborough LLP.

14 33. “Notice Program” means the notice plan attached hereto as
15 Exhibit 4 and the plans and methods set forth in Section IV, below, of this
16 Settlement Agreement.

17 34. “Opt-Out Deadline” means the date specified by the Court in
18 the Preliminary Approval Order.

19 35. “Parties” means Class Representatives, Mazda, and Denso,
20 collectively, as each of those terms is defined in this Settlement Agreement.

21 36. “Preliminary Approval Order” means the order to be entered
22 by the Court preliminarily approving the settlement as outlined in Section IX,
23 below, and to be substantially consistent with this Agreement. A proposed form
24 is attached hereto as Exhibit 3.

25 37. “Publication Notice” means the notice substantially in the form
26 attached hereto as Exhibit 7.

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1 38. “Recall” means Mazda’s recall of the Recalled Vehicles,
2 namely, Mazda’s Recall 5321K, NHTSA Campaign Number 21V-875, submitted
3 to NHTSA on or about November 12, 2021.

4 39. “Release” means the release and waiver set forth in Section
5 VII, below, of this Settlement Agreement and in the Final Judgment and Final
6 Order.

7 40. “Released Parties” or “Released Party” means any Mazda
8 entity, including, but not limited to, Mazda Motor of America, Inc. (d/b/a Mazda
9 North American Operations), Mazda Motor Corporation, and each of their past,
10 present, and future parents, predecessors, successors, spin-offs, assigns, holding
11 companies, joint-ventures and joint-venturers, partnerships and partners,
12 members, divisions, stockholders, bondholders, subsidiaries, related companies,
13 affiliates, officers, directors, employees, associates, dealers, representatives,
14 suppliers, vendors, advertisers, service providers, distributors and sub-distributors,
15 agents, attorneys, administrators, and advisors; and any Denso entity, including,
16 but not limited to, Denso International America, Inc., Denso Corporation,
17 Associated Fuel Pump Systems Company (AFSCO), Denso Manufacturing Athens
18 Tennessee, Inc., Kyosan Denso Manufacturing Kentucky, LLC, and each of their
19 past, present, and future parents, predecessors, successors, spin-offs, assigns,
20 holding companies, joint-ventures and joint-venturers, partnerships and partners,
21 members, divisions, stockholders, bondholders, subsidiaries, related companies,
22 affiliates, officers, directors, employees, associates, dealers, representatives,
23 suppliers, vendors, advertisers, service providers, distributors and sub-distributors,
24 agents, attorneys, administrators, and advisors. The Parties expressly acknowledge
25 that each of the foregoing is included as a Released Party even though not
26 identified by name herein.

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1 41. “Salvaged Vehicle” means a vehicle for which the title, at any
2 point, was transferred to a salvage yard, junkyard, wreckage facility, or similar
3 entity.

4 42. “Settlement Administrator” means the Court-appointed third-
5 party agent or administrator agreed to by the Parties and submitted to the Court for
6 appointment to implement the Notice Program and address the Claims Process.
7 The Parties agree that JND Legal Administration shall serve as Settlement
8 Administrator, subject to approval by the Court.

9 43. “Recalled Vehicles” means those vehicles that were identified
10 as part of the Recall as defined in Section II.A.41, and that are listed in Exhibit 2.

11 44. “Settlement Special Master” means Patrick A. Juneau, who
12 was appointed by the Court by Order dated March 11, 2024 to serve as Settlement
13 Special Master. The Settlement Special Master is authorized, among other things,
14 to administer, coordinate, and preside over and assist the Parties with settlement-
15 related issues, including settlement implementation, resolution of issues regarding
16 any denial of Settlement benefits raised by members of the proposed Class on
17 which the Parties are unable to agree after a good-faith attempt, and resolution of
18 appeals filed by Class members whose Claims have been denied. ECF Doc. 128.

19 45. “Supporting Documentation” means all of the following: (1) a
20 repair invoice or record for out-of-pocket expenses incurred to repair or replace a
21 Fuel Pump of a Covered Vehicle(s), and/or associated towing or rental car
22 expense, which identifies the name of the Settlement Class Member, the Covered
23 Vehicle, the Mazda Dealer or other facility that performed the qualifying repair
24 and/or associated towing or rental car expense, and the date of and amount charged
25 for the qualifying repair and/or associated towing or rental car expense; and (2) to
26 the extent not included in the record in subsection (1) above, record(s), receipt(s)
27 and/or invoice(s) demonstrating that the Settlement Class Member paid for the
28 qualifying repair and/or associated towing or rental car expense.

1 46. “Technical Training” means videos that are available to
2 authorized Mazda retailer technicians that explain the technical procedures for
3 conducting the recall repair of the Fuel Pumps.

4 **B.** Other capitalized terms used in this Settlement Agreement but not
5 defined in this Section shall have the meanings ascribed to them elsewhere in this
6 Settlement Agreement.

7 **C.** The terms “he or she” and “his or her” include “them,” “their,” “it,”
8 or “its,” where applicable.

9 **III. SETTLEMENT RELIEF**

10 In consideration for the dismissal of the Action with prejudice, as
11 contemplated in this Settlement Agreement, and for the full and complete Release,
12 Final Judgment, and Final Order, as further specified herein, Defendants shall
13 provide the relief specified in this Section. The costs and expenses associated with
14 providing the relief and otherwise implementing the relief specified in this Section
15 III of this Settlement Agreement shall be provided by Defendants.

16 After the issuance of the Preliminary Approval Order signed by the Court,
17 Defendants, at their sole discretion, may, after consultation with Class Counsel,
18 implement the Customer Support Program in advance of the occurrence of the
19 Final Effective Date.

20 **A. Additional Vehicles: Customer Support Program**

21 1. Mazda will offer the Customer Support Program (“CSP”) to all Class
22 Members who, as of the Final Effective Date, own or lease Additional Vehicles.
23 A Class Member’s rights under the CSP are transferred with the Additional
24 Vehicle. Salvaged Vehicles, inoperable vehicles, and vehicles with titles marked
25 flood-damaged are not eligible for this benefit. The CSP will provide prospective
26 coverage for repairs (including parts and labor) needed to correct defects, if any,
27 in materials or workmanship in the Fuel Pumps for the Additional Vehicles. The
28 implementation of the CSP will begin no later than 30 days after the Final Effective

1 Date. Coverage under the CSP for the original parts will continue for 15 years,
2 measured from the Date of First Use.

3 2. Additional Vehicles: Loaner/Towing Program - Without cost to and
4 upon request from Class Members who own or lease Additional Vehicles, whose
5 fuel pumps are being replaced pursuant to the CSP, Class Members shall be
6 entitled to receive:

7 a) a complimentary Loaner Vehicle by Mazda Dealers upon
8 reasonable notice. In appropriate circumstances, where the Class Member
9 has a demonstrated need for a Loaner Vehicle similar to the Additional
10 Vehicle, Mazda, through its dealers, shall use good faith efforts to satisfy
11 the request. A Loaner Vehicle will be provided at the time a Class Member
12 drops off her Additional Vehicle for repair or replacement under the CSP.
13 Class Members may return the Loaner Vehicle up to 24 hours after the time
14 they drop off their Additional Vehicle at the Mazda Dealer, or 24 hours after
15 they are informed by the Mazda Dealer that the repair on their Additional
16 Vehicle has been completed, whichever is later; and

17 b) if the Additional Vehicle is inoperable or is exhibiting a
18 dangerous condition, a complimentary tow to a Mazda Dealer upon
19 reasonable notice. The Class Member may contact a Mazda Dealer to
20 arrange for towing to the nearest Mazda Dealer.

21 3. In the event that any of the Additional Vehicles becomes the subject
22 of a future or expanded recall for the same or similar impeller issues in a low
23 pressure fuel pump, those Additional Vehicles will then be entitled to the same
24 relief provided to Recalled Vehicles in Section III.B, below, such that Class
25 Members with recalled Additional Vehicles shall receive no less relief than
26 provided in this Settlement Agreement. Class Members who currently own or
27 lease, or previously owned or leased, Additional Vehicles may also be eligible to
28 seek reimbursement of covered expenses under the Out-of-Pocket Claims Process

1 in Section III.C. below, subject to the Claim Submission Period and other terms
2 and conditions of that program.

3 4. If a Class Member and/or subsequent purchaser/lessee of a Covered
4 Vehicle is denied coverage for repairs (including parts and labor) pursuant to
5 Section III.A of this Settlement Agreement, the Class Member and/or subsequent
6 purchaser/lessee may take the Covered Vehicle to a second Mazda Dealer for an
7 independent determination.

8 5. If the second Mazda Dealer determines that the Covered Vehicle
9 qualifies for a repair and/or replacement of the fuel pump kit, the Class Member
10 shall be provided those benefits as provided in this Agreement.

11 6. If the second Mazda Dealer denies coverage of a Class Member
12 and/or subsequent purchaser/lessee of a Covered Vehicle for repairs (including
13 parts and labor) pursuant to Section III.A of this Settlement Agreement, the Class
14 Member may notify the Settlement Administrator, and the provisions of section
15 III.D. shall be followed.

16 7. During the twelve (12) months after the Final Effective Date, the
17 Settlement Administrator, with cooperation of Mazda's Counsel and Denso's
18 Counsel, shall provide quarterly reports to Class Counsel and Settlement Special
19 Master concerning the implementation of and Class Member participation in the
20 Customer Support Program.

21 **B. Recalled Vehicles: Extended New Parts Warranty**

22 1. Mazda shall extend the new parts warranty coverage for the fuel
23 pump kit replaced ("replacement fuel pump kit") on the Recalled Vehicles,
24 pursuant to the Recall. The extended warranty will last for 15 years, measured
25 from the replacement date, and up to 150,000 miles, whichever comes first. A
26 Class Member's rights under the Extended New Parts Warranty are transferred
27 with the Recalled Vehicle.
28

1 2. Recalled Vehicles: Loaner/Towing Program - Without cost to and
2 upon request from Class Members who own or lease Recalled Vehicles whose fuel
3 pumps are being replaced pursuant to the Extended Warranty shall be entitled to
4 receive:

5 a) a complimentary Loaner Vehicle by Mazda Dealers upon
6 reasonable notice. In appropriate circumstances, where the Class Member
7 has a demonstrated need for a Loaner Vehicle similar to the Recalled
8 Vehicle, Mazda, through its dealers, shall use good faith efforts to satisfy
9 the request. Class Members may return the Loaner Vehicle up to 24 hours
10 after the time they drop off their Recalled Vehicle at the Mazda Dealer, or
11 24 hours after they are informed by the Mazda Dealer that the repair on their
12 Recalled Vehicle has been completed, whichever is later; and

13 b) If the Recalled Vehicle is inoperable or is exhibiting a
14 dangerous condition, a complimentary tow to a Mazda Dealer upon
15 reasonable notice. The Class Member may contact a Mazda Dealer to
16 arrange for towing to the nearest Mazda Dealer.

17 3. If a Class Member and/or subsequent purchaser/lessee of a Covered
18 Vehicle is denied coverage for repairs (including parts and labor) pursuant to
19 Section III.B of this Settlement Agreement, the Class Member and/or subsequent
20 purchaser/lessee may take the Covered Vehicle to a second Mazda Dealer for an
21 independent determination.

22 4. If the second Mazda Dealer determines that the Covered Vehicle
23 qualifies for a repair and/or replacement of the fuel pump kit, the Class Member
24 shall be provided those benefits as provided in this Agreement.

25 5. If the second Mazda Dealer denies coverage of a Class Member
26 and/or subsequent purchaser/lessee of a Covered Vehicle for repairs (including
27 parts and labor) pursuant to Section III.B of this Settlement Agreement, the Class
28

1 Member may notify the Settlement Administrator, and the provisions of section
2 III.D. shall be followed.

3 **C. Out-of-Pocket Claims Process**

4 1. Class Members, during the Claim Submission Period, may submit
5 Claims for previously paid out-of-pocket expenses incurred to repair or replace a
6 Fuel Pump of Covered Vehicles that were not otherwise reimbursed and that were
7 either (a) incurred prior to the entry of the Preliminary Approval Order; or (b)
8 incurred after the entry of Preliminary Approval Order and before the Final
9 Effective Date. For out-of-pocket expenses that were incurred after the entry of
10 the Preliminary Approval Order and before the Final Effective Date, the Class
11 Member must provide proof that they were denied coverage by the Mazda dealer
12 prior to incurring the expense.

13 2. Class Members who provide Supporting Documentation and who
14 made repair or replacement of a Fuel Pump on a Covered Vehicle may be
15 reimbursed for: (i) rental vehicles; (ii) towing; and (iii) any unreimbursed repairs
16 or part replacements. Out-of-pocket expenses that are the result of damage,
17 collision, and/or misuse/abuse will not be eligible for reimbursement. Vehicles
18 where the title, prior to the qualified Fuel Pump repair, was transferred to a salvage
19 yard, junkyard, wreckage facility, or similar entity, inoperable vehicles, and
20 vehicles with titles marked flood-damaged are not eligible for this benefit.

21 3. As part of the Claims Process, Class Members shall be eligible for the
22 relief in this Section, if Class Members: (a) complete and timely submit Claim
23 Forms, with Supporting Documentation, to the Settlement Administrator within
24 the Claim Submission Period; (b) have Claims that are eligible for reimbursement;
25 and (c) do not opt out of the settlement. The Claim Form shall be available on the
26 settlement website and can be submitted in either hard-copy or online. In no event
27 shall a Class Member be entitled to submit more than one Claim Form per Covered
28 Vehicle. Claims must be submitted with Supporting Documentation.

1 4. The Settlement Administrator shall receive the Claims, whether
2 submitted electronically via the settlement website or in paper copy, and the
3 Settlement Administrator shall administer the review and processing of Claims.
4 The Settlement Administrator shall have the authority to determine whether Claim
5 Forms submitted by Class Members are complete and timely.

6 5. The Settlement Administrator's review period for submitted Claims
7 shall not be required to commence any earlier than sixty (60) days after the
8 occurrence of the Final Effective Date. The Settlement Administrator shall use
9 reasonable efforts to complete their review of timely and completed Claim Forms
10 within sixty (60) days.

11 6. If accepted for payment, the Settlement Administrator shall pay the
12 Claim of the Class Member and shall use reasonable efforts to pay timely, valid,
13 and approved Claims within sixty (60) days after the approval of the Claim. In
14 order to timely pay claims as set forth in the preceding sentence, the Settlement
15 Administrator shall periodically request funds from Defendants to pay the
16 approved Claims with sufficient time to allow Defendants to obtain and provide
17 the funds to the Settlement Administrator.

18 7. If a Claim is deficient, the Settlement Administrator shall mail a
19 notice of deficiency letter to the Class Member and email notice to the Class
20 Member if an email address was provided, requesting that the Class Member
21 complete and/or correct the deficiencies and resubmit the Claim Form within sixty
22 (60) days of the date of the letter and/or e-mail from the Settlement Administrator.

23 (a) If the Class Member fails to respond or provide the requested
24 documentation or information, the deficient Claim (or deficient portion
25 thereof) shall be denied without further processing.

26 (b) If the Class Member completes and/or corrects the deficiencies
27 and resubmits the Claim Form within sixty (60) days, the Settlement
28 Administrator shall use reasonable efforts to complete their review of

1 resubmitted Claim Forms within sixty (60) days. If accepted for payment,
2 the Settlement Administrator shall pay the Claims in the next distribution of
3 checks for allowed Claims.

4 8. For any checks that are uncashed by Class Members after ninety (90)
5 days, the Settlement Administrator shall seek to contact the Class Members with
6 the uncashed checks and have them promptly cash the checks, including, but not
7 limited to, by reissuing checks. The Settlement Administrator will void any
8 checks, including re-issued checks, that are uncashed by Class Members after six
9 (6) months from the date the check is issued.

10 **D. Reconsideration and Appeals – Claim Denial and Other**
11 **Settlement Benefits**

12 1. If a Class Member’s timely Claim is rejected for payment, in whole
13 or in part, pursuant to Section III.C, the Settlement Administrator shall notify Class
14 Counsel, Mazda’s Counsel, and Denso’s Counsel of said rejection of Class
15 Member’s Claim and the reason(s) why within sixty (60) days of the rejection.

16 (a) Class Counsel, Mazda’s Counsel, and Denso’s Counsel may
17 meet and confer to resolve any denied Claims. If Class Counsel, Mazda’s
18 Counsel, and Denso’s Counsel jointly recommend payment of the rejected
19 Claims or payment of a reduced claim amount, then Mazda’s Counsel and/or
20 Denso’s Counsel shall inform the Settlement Administrator of the joint
21 recommendation. The Settlement Administrator shall then pay any
22 approved portions of the Claims in the next distribution of checks for
23 allowed Claims.

24 (b) If Class Counsel, Mazda’s Counsel, and Denso’s Counsel
25 disagree on the Settlement Administrator’s initial determination, they shall
26 so notify the Settlement Administrator and Settlement Special Master, with
27 explanation, and the Settlement Special Master shall make a final
28 determination as to whether the Claim shall be paid. If the Settlement

1 Special Master determines a Claim should be rejected in full or in part, the
2 Settlement Special Master shall so inform the Settlement Administrator who
3 shall mail a notice of rejection letter to the Class Member and email notice
4 to the Class member if an e-mail address was provided. If the Settlement
5 Special Master determines a Claim should be allowed, in full or in part, the
6 Settlement Special Master shall so inform the Settlement Administrator who
7 shall then pay the Claim in the next distribution of checks.

8 (c) The Settlement Administrator shall provide status reports to
9 Class Counsel, Mazda's Counsel, Denso's Counsel, and Settlement Special
10 Master every six (6) months until the distribution of the last reimbursement
11 check, including copies of all rejection notices. Any Class Member whose
12 Claim is rejected in full shall not receive any payment for the Claim
13 submitted and shall, in all other respects, be bound by the terms of the
14 Settlement Agreement and by the Final Order and Final Judgment entered
15 in the Action. Similarly, any Class Member whose Claim is approved in part
16 and rejected in part shall not receive any payment for that portion of the
17 Claim that is rejected and shall, in all other respects, be bound by the terms
18 of the Settlement Agreement and by the Final Order and Final Judgment
19 entered in the Action.

20 **2. No person shall have any claim against Mazda, Denso, Class**
21 **Representatives, the Class, Plaintiffs' Counsel, Class Counsel, Mazda's**
22 **Counsel, Denso's Counsel, or the Settlement Administrator based on any**
23 **eligibility determinations.**

24 3. In the event there remains a dispute by a Class Member relating to
25 entitlement to, or denial of, any benefit under the Customer Support Program, the
26 Loaner/Towing Program, and/or the Extended New Parts Warranty that is not
27 resolved after exhausting all other means of resolution available under this
28 Settlement, the Settlement Administrator shall provide written notice of same,

1 together with all necessary documentation, to the Settlement Special Master, Class
2 Counsel, Mazda's Counsel and Denso's Counsel within fifteen (15) days of the
3 final act constituting the denial of the benefit.

4 (a) Class Counsel, Mazda's Counsel, and Denso's Counsel shall
5 confer and either make a joint recommendation to the Settlement
6 Administrator or, if they are unable to agree, shall separately relay their
7 positions concerning the dispute to the Settlement Special Master within
8 thirty (30) days. The Settlement Special Master shall make a final
9 determination concerning the dispute and provide written notice of same,
10 with directions for implementation, to the Parties, and the Settlement
11 Administrator, within thirty (30) days. Mazda's Counsel, Denso's Counsel,
12 and/or the Settlement Administrator shall implement the Settlement Special
13 Master's determination within thirty (30) days.

14 **E. Technical Training**

15 Mazda has created and made available to Mazda Dealers technical training
16 videos on how to correctly install the replacement fuel pump kit, which Mazda
17 will remind and instruct its dealer technicians to view before they conduct repairs
18 of the Fuel Pumps pursuant to the Customer Support Program or the Extended
19 New Parts Warranty.

20 **IV. NOTICE TO THE CLASS**

21 **A. Class Notice**

22 1. Class Notice will be accomplished through a combination of Direct
23 Mail Notice, notice through the settlement website, Long Form Notice, social
24 media notice, and such other notice as Class Counsel or Defendant believe is
25 required by Fed. R. Civ. P. 23, the Due Process Clause of the United States
26 Constitution, and all other applicable statutes, laws and rules, including those
27 described below, as well as those in the Preliminary Approval Order, the
28 Declaration of the Settlement Administrator and the Notice Plan (attached hereto

1 as Exhibits 9 and 4), and this Settlement Agreement. Implementation of the Notice
2 Program will commence on the date of entry of the Preliminary Approval Order.
3 The Notice Program shall be carried out in substantially the manner provided in
4 this Settlement Agreement. The costs of the Notice Program, including
5 disseminating the notice and otherwise implementing the notice specified in this
6 Section IV of this Settlement Agreement, shall be paid by Defendants.

7 **B. Direct Mail Notice**

8 1. Consistent with the timeline specified in the Preliminary Approval
9 Order, the Settlement Administrator shall begin to send the Direct Mail Notice,
10 substantially in the form attached hereto as Exhibit 6, by U.S. Mail, proper postage
11 prepaid, to the current and former registered owners of Covered Vehicles, as
12 identified by data to be forwarded to the Settlement Administrator by Experian.
13 The Direct Mail Notice shall inform those persons of how to obtain the Long Form
14 Notice via the settlement website, via regular mail or via a toll-free telephone
15 number, pursuant to Sections IV.D through F, below. In addition, the Settlement
16 Administrator shall: (a) re-mail any notices returned by the United States Postal
17 Service with a forwarding address; (b) by itself or using one or more address
18 research firms, as soon as practicable following receipt of any returned notices that
19 do not include a forwarding address, research such returned mail for better
20 addresses and promptly mail copies of the applicable notice to any updated
21 addresses so found.

22 2. The QR code associated with the Direct Notice shall remain active
23 and the link associated with the QR code shall be maintained in proper working
24 order by the Settlement Administrator for the duration of the Customer Support
25 Program.

26 **C. Settlement Website**

27 1. The Settlement Administrator shall establish a settlement website that
28 will inform Class Members of the terms of this Settlement Agreement, their rights,

1 dates and deadlines and related information. The website shall include, in .pdf
2 format, materials agreed upon by the Parties and/or required by the Court,
3 including, but not limited to, the Settlement Agreement, the Long Form Notice, in
4 English and Spanish, Frequently Asked Questions and Answers, Court documents
5 that may be of interest to most Class Members and a VIN Lookup Tool that will
6 show whether a vehicle is a Covered Vehicle. Settlement Class Members shall be
7 able to file Claim Forms and submit Opt-Out requests via the Settlement Website.

8 **D. Long Form Notice**

9 1. Contents of Long Form Notice.

10 The Long Form Notice shall be in a form substantially similar to the
11 document attached to this Settlement Agreement as Exhibit 5, and shall advise
12 Class Members of the following:

13 a) General Terms: The Long Form Notice shall contain a plain
14 and concise description of the nature of the Action, the history of the Action,
15 the preliminary certification of the Class for settlement purposes, and the
16 Settlement Agreement, including information on the identity of Class
17 Members, how the Settlement Agreement would provide relief to the Class
18 and Class Members, the Release under the Settlement Agreement, and other
19 relevant terms and conditions.

20 b) Opt-Out Rights: The Long Form Notice shall inform Class
21 Members that they have the right to opt out of the settlement. The Long
22 Form Notice shall provide the deadlines and procedures for exercising this
23 right.

24 c) Objection to Settlement: The Long Form Notice shall inform
25 Class Members of their right to object to the Settlement Agreement, the
26 requested award of Attorneys' Fees, Costs and Expenses, and/or the
27 requested Class Representative service awards, and to appear at the Fairness
28

1 Hearing. The Long Form Notice shall provide the deadlines and procedures
2 for exercising these rights.

3 d) Fees and Expenses: The Long Form Notice shall inform Class
4 Members about the amounts being sought by Class Counsel as Attorneys'
5 Fees, Costs and Expenses and individual awards to Class Representatives,
6 and shall explain that Defendants will pay the fees and expenses awarded to
7 Class Counsel and individual awards to Class Representatives in addition to
8 amounts being made available for relief to Class Members by this
9 Settlement Agreement.

10 2. Dissemination of Long Form Notice.

11 The Long Form Notice shall be available on the settlement website in
12 English and Spanish. The Settlement Administrator shall send, via first-class mail,
13 the Long Form Notice to those persons who request it in writing or through the
14 toll-free telephone number.

15 **E. Toll-Free Telephone Number**

16 The Settlement Administrator shall establish a toll-free telephone number that
17 will provide settlement-related information to Class Members.

18 **F. Internet Banner Notifications**

19 The Settlement Administrator shall, pursuant to the Parties' agreement,
20 establish banner notifications on the internet and a social media program that will
21 provide settlement-related information to Class Members in substantially the
22 manner provided in the Notice Plan attached hereto as Exhibit 4.

23 **G. Class Action Fairness Act Notice**

24 The Settlement Administrator shall send to each appropriate State and Federal
25 official, the materials specified in 28 U.S.C. § 1715, and shall otherwise comply
26 with its terms. The identities of such officials and the content of the materials shall
27 be mutually agreeable to the Parties and in all respects comport with statutory
28 obligations.

1 **H. Duties of the Settlement Administrator for the Notice Program**

2 1. The Settlement Administrator shall be responsible for, without
3 limitation: (a) printing, mailing or arranging for the mailing of the Direct Mail
4 Notice; (b) handling returned mail not delivered to Class Members; (c) attempting
5 to obtain updated address information for any Direct Mail Notices returned
6 without a forwarding address; (d) making any additional mailings required under
7 the terms of this Settlement Agreement; (e) responding to requests for Long Form
8 Notice; (f) receiving and maintaining on behalf of the Court any Class Member
9 correspondence regarding requests for exclusion and/or objections to the
10 Settlement Agreement; (g) forwarding written inquiries to Class Counsel or their
11 designee for a response, if warranted; (h) establishing a post-office box for the
12 receipt of any correspondence; (i) responding to requests from Class Counsel,
13 Mazda's Counsel, and Denso's Counsel; (j) establishing and maintaining a website
14 and toll-free voice response unit with message capabilities to which Class
15 Members may refer for information about the Action and the Settlement
16 Agreement; (k) otherwise implementing and/or assisting with the dissemination of
17 the notice of the Settlement Agreement; (l) coordinating with the Parties and the
18 Special Settlement Master concerning any disputes by Class Members relating to
19 the denial of any benefits under this Settlement. The Settlement Administrator
20 shall also be responsible for, without limitation, implementing the terms of the
21 Claims Process and related administrative activities, as discussed above in this
22 Settlement Agreement. The Settlement Administrator shall be responsible for
23 arranging for, establishing internet banner notifications and for consulting on Class
24 Notice. The Settlement Administrator shall perform their responsibilities so as to
25 minimize costs in effectuating the terms of this Settlement Agreement.

26 2. If the Settlement Administrator makes a material or fraudulent
27 misrepresentation to any party, conceals requested material information, or fails to
28 perform adequately on behalf of Mazda, Denso, or the Class, the Parties may agree

1 to remove the Settlement Administrator. Disputes between the Parties regarding
2 the retention or dismissal of the Settlement Administrator shall be referred to the
3 Court for resolution.

4 3. The Settlement Administrator may retain one or more persons
5 to assist in the completion of his or her responsibilities.

6 4. Not later than 7 days before the date of the Fairness Hearing,
7 the Settlement Administrator shall file with the Court a list of those persons who
8 sought to exclude themselves from this Settlement and the terms of this Settlement
9 Agreement. Not later than 7 days before the date of the Fairness Hearing, the
10 Settlement Administrator shall file with the Court an affidavit setting forth the
11 details outlining the scope, method, and results of the Notice Program.

12 5. The Settlement Administrator and the Parties shall, promptly
13 after receipt, provide copies of any requests for exclusion, objections, and/or
14 related correspondence to each other.

15 **I. Self-Identification**

16 Persons or entities who believe that they are Class Members, but did not
17 previously receive Direct Mail Notice, may (a) utilize the VIN Lookup Tool or
18 contact the Settlement Administrator or Class Counsel to determine whether their
19 vehicle is eligible for the Customer Support Program pursuant to Section III.A. of
20 this Settlement Agreement or the Extended New Parts Warranty pursuant to
21 Section III.B. of this Settlement Agreement, and/or (b) contact the Settlement
22 Administrator or Class Counsel and provide necessary documentation indicating
23 that they wish to be eligible for the relief provided in this Settlement Agreement.
24 Class Counsel, Mazda's Counsel, and Denso's Counsel shall confer and either
25 make a joint recommendation to the Settlement Administrator or separately relay
26 their positions concerning the request to the Settlement Special Master, which shall
27 then make a final determination concerning the request and provide written notice
28

1 of same to the Parties. In the event any such request is granted, the requesting
2 person or entity shall be fully bound by the Release.

3 **V. REQUESTS FOR EXCLUSION**

4 **A.** Any Class Member who wishes to be excluded from the Class must
5 submit a request for exclusion to the Settlement Administrator, via U.S. mail at the
6 address provided in the Long Form Notice or electronically on the Settlement
7 Website, on or before the date specified in the Preliminary Approval Order,
8 specifying that he or she wants to be excluded and otherwise complying with the
9 terms stated in the Long Form Notice and Preliminary Approval Order. The
10 request must include:

- 11 1. The case name and number of the Action;
- 12 2. The excluding Class Member's full name, current residential
13 address, mailing address (if different), telephone number, and e-mail address;
- 14 3. An explanation of the basis upon which the excluding Class
15 Member claims to be a Class Member, including the make, model year, and VIN(s)
16 of the Covered Vehicle(s);
- 17 4. A request that the Class Member wants to be excluded from the
18 Class; and
- 19 5. The excluding Class Member's dated, handwritten signature or
20 an electronic signature (if submitting via the Settlement Website), as the case may
21 be. An attorney's signature is not sufficient.

22 **B.** The Settlement Administrator shall forward copies of any written
23 requests for exclusion to Class Counsel, Mazda's Counsel, and Denso's Counsel.
24 A list reflecting all timely, valid requests for exclusion shall be filed with the Court
25 by the Settlement Administrator no later than 7 days before the Fairness Hearing.
26 If a potential Class Member files a request for exclusion, he or she may not file an
27 objection under Section VI, below.
28

1 **C.** Any Class Member who does not file a timely, valid request for
2 exclusion as provided in this Section V shall be bound by all subsequent
3 proceedings, orders, and judgments, including, but not limited to, the Release,
4 Final Judgment, and Final Order in the Action, even if he, she, or it has litigation
5 pending or subsequently initiates litigation against Mazda and/or Denso relating
6 to the claims and transactions released in the Action.

7 **D.** Mazda's and Denso's Counsel shall provide to the Settlement
8 Administrator, within 20 business days of the entry of the Preliminary Approval
9 Order, a list of all counsel for anyone who has then-pending litigation against
10 Mazda and/or Denso relating to claims involving the Covered Vehicles and/or
11 otherwise covered by the Release.

12 **VI. OBJECTIONS TO SETTLEMENT**

13 **A.** Any Class Member who has not excluded themselves pursuant to
14 Section V and wishes to object to the Settlement Agreement, the requested award
15 of Attorneys' Fees, Costs, and Expenses, and/or the requested Class
16 Representative service awards must (1) file their objection electronically with the
17 Court on or before the date specified in the Preliminary Approval Order, or (2)
18 mail their objection to the Clerk of the Court, Class Counsel, and Defendants'
19 counsel with a postmark dated on or before the date specified in the Preliminary
20 Approval Order. For an objection to be considered by the Court, the objection must
21 be received by the Court on or before the deadline established by the Court for
22 submitting objections. For an objection to be considered by the Court, the
23 objection must also set forth:

- 24 1. The case name and number of the Action;
- 25 2. The objector's full name, current residential address, mailing
26 address (if different), telephone number, and e-mail address;
- 27 3. An explanation of the basis upon which the objector claims to
28 be a Class Member, including the make, model year, and VIN(s) of the Covered

1 Vehicle(s), and whether the Covered Vehicle is currently owned or currently
2 leased by the Class Member;

3 4. Whether the objection applies only to the objector, to a specific
4 subset of the Class or to the entire Class, and all grounds for the objection,
5 accompanied by any legal support for the objection, and any documents or other
6 evidence the objector believes supports the objection;

7 5. The number of times the objector has objected to a class action
8 settlement within the five years preceding the date that the objector files the
9 objection to this Settlement, the caption and case number of each case in which
10 the objector has made such objection and the caption and case number of any
11 related appeal, and a copy of any orders related to or ruling upon the objector's
12 prior such objections that were issued by the trial and appellate courts in each listed
13 case;

14 6. The full name, telephone number, mailing address, and e-mail
15 address of all counsel who represent the objector, including any former or current
16 counsel who may be entitled to compensation for any reason related to the
17 objection to the Settlement Agreement and/or the request for Attorneys' Fees,
18 Costs and Expenses;

19 7. The identity of all counsel representing the objector who will
20 appear at the Fairness Hearing;

21 8. The number of times the objector's counsel has objected to a
22 class action settlement within the five years preceding the date that they have filed
23 the objection, and the caption and case number of each case in which objector's
24 counsel has made such objection and the caption and case number of any related
25 appeal;

26 9. If the Class Member or his or her counsel have not made any
27 such prior objection, the Class Member shall affirmatively so state in the written
28 materials provided with the objection;

1 10. A list of all persons who will be called to testify at the Fairness
2 Hearing in support of the objection;

3 11. A statement confirming whether the objector intends to
4 personally appear and/or testify at the Fairness Hearing; and

5 12. The objector's original signature and date of signature. Each
6 objection must be personally signed by the objector (an electronic signature or
7 attorney's signature is not sufficient).

8 **B.** Any Class Member who fails to comply with the provisions of
9 Section VI.A, above, shall be deemed to have waived and forfeited any and all
10 rights he or she may have to appear separately and object, whether by a subsequent
11 objection, intervention, appeal, or any other process, and shall be bound by all the
12 terms of this Settlement Agreement and by all proceedings, orders and judgments,
13 including, but not limited to, the Release, the Final Order, and the Final Judgment
14 in the Action. The exclusive means for any challenge to the Settlement Agreement
15 shall be through the provisions of this Section VI.A. Without limiting the
16 foregoing, any challenge to the Settlement Agreement, Final Order, or Final
17 Judgment shall be pursuant to appeal under the Federal Rules of Appellate
18 Procedure and not through collateral proceedings. Class Members may not both
19 object and request exclusion (opt out).

20 **C.** Any Class Member who objects to the Settlement Agreement shall be
21 entitled to all the benefits of the Settlement Agreement if the Settlement
22 Agreement and the terms contained herein are approved, as long as the objecting
23 Class Member complies with all requirements of this Settlement Agreement
24 applicable to Class Members.

25 **VII. RELEASE AND WAIVER**

26 **A.** The Parties agree to the following release and waiver, which shall
27 take effect upon entry of the Final Judgment and Final Order.

28

1 **B.** In consideration for the Settlement Agreement, Class
2 Representatives, and each Class Member, on behalf of themselves and any other
3 legal or natural persons who may claim by, through, or under them, agree to fully,
4 finally, and forever release, relinquish, acquit, and discharge the Released Parties
5 from any and all claims, demands, suits, petitions, liabilities, causes of action,
6 rights, and damages of any kind and/or type regarding the subject matter of the
7 Action, including, but not limited to, compensatory, exemplary, punitive, expert
8 and/or attorneys’ fees or by multipliers, whether past, present, or future, mature,
9 or not yet mature, known or unknown, suspected or unsuspected, contingent or
10 non-contingent, derivative or direct, asserted or un-asserted, whether based on
11 federal, state or local law, statute, ordinance, regulation, code, contract, common
12 law, violations of any state’s deceptive, unlawful, or unfair business or trade
13 practices, false, misleading or fraudulent advertising, consumer fraud or consumer
14 protection statutes, any breaches of express, implied or any other warranties,
15 RICO, or the Magnuson-Moss Warranty Act, or any other source, or any claim of
16 any kind arising from, related to, connected with, and/or in any way involving the
17 Action, the Covered Vehicles’ Fuel Pumps, and/or associated parts that are, or
18 could have been, defined, alleged, or described in the Class Action Complaint, the
19 Action, or any amendments of the Class Action Complaint (“Released Claims”);
20 provided, however, that notwithstanding the foregoing, Class Representatives and
21 the other Class Members are not releasing claims for personal injury, wrongful
22 death or physical property damage (except to the Fuel Pump in the Covered
23 Vehicle itself) from the Covered Vehicle.

24 **C.** Notwithstanding the foregoing, Class Representatives and/or the
25 other Class Members shall hold Released Parties harmless for all Released Claims
26 that may be asserted by another legal or natural person (including but not limited
27 to legal guardians and estate administrators) who claim by, through, or under that
28 Class Representative or Class Member.

1 **D.** The Final Order will reflect the terms of this Release.

2 **E.** Class Representatives, on behalf of the other Class Members and
3 through Class Counsel, expressly agree that this Release, the Final Order, and/or
4 the Final Judgment is, will be, and may be raised as a complete defense to, and
5 will preclude any action or proceeding encompassed by, this Release.

6 **F.** Class Representatives and Class Members shall not now or hereafter
7 institute, maintain, prosecute, assert, and/or cooperate in the institution,
8 commencement, filing, or prosecution of any suit, action, and/or proceeding,
9 against the Released Parties, either directly or indirectly, on their own behalf, on
10 behalf of a class or on behalf of any other person or entity with respect to the
11 claims, causes of action and/or any other matters released through this settlement
12 and the Settlement Agreement.

13 **G.** In connection with the Settlement Agreement, Class Representatives,
14 on behalf of the other Class Members, acknowledge that they and other Class
15 Members may hereafter discover claims presently unknown or unsuspected, or
16 facts in addition to or different from those that they now know or believe to be true
17 concerning the subject matter of the Action and/or the Release herein.
18 Nevertheless, it is the intention of Class Counsel and Class Representatives in
19 executing this Settlement Agreement to fully, finally, and forever settle, release,
20 discharge, and hold harmless all such matters, and all claims relating thereto which
21 exist, hereafter may exist, or might have existed (whether or not previously or
22 currently asserted in any action or proceeding) with respect to the Action,
23 provided, however, that Class Representatives and the other Class Members are
24 not releasing claims for personal injury, wrongful death or physical property
25 damage (except to the Fuel Pump in the Covered Vehicle itself) from the Covered
26 Vehicle.

27 **H.** Class Representatives expressly understand and acknowledge that
28 they will be deemed by the Final Judgment and Final Order to acknowledge and

1 waive Section 1542 of the Civil Code of the State of California, which provides
2 that:

3 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**
4 **THAT THE CREDITOR OR RELEASING PARTY DOES NOT**
5 **KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT**
6 **THE TIME OF EXECUTING THE RELEASE AND THAT, IF**
7 **KNOWN BY HIM OR HER WOULD HAVE MATERIALLY**
8 **AFFECTED HIS OR HER SETTLEMENT WITH THE**
9 **DEBTOR OR RELEASED PARTY.**

10 Class Representatives expressly waive and relinquish any and all rights and
11 benefits that they may have under, or that may be conferred upon them by, the
12 provisions of Section 1542 of the California Civil Code, or any other law of any
13 state or territory that is similar, comparable or equivalent to Section 1542, to the
14 fullest extent they may lawfully waive such rights.

15 **I.** Class Representatives represent and warrant that they are the sole and
16 exclusive owners of all claims that they personally are releasing under this
17 Settlement Agreement. Class Representatives further acknowledge that they have
18 not assigned, pledged, or in any manner whatsoever sold, transferred, assigned, or
19 encumbered any right, title, interest, or claim arising out of or in any way
20 whatsoever pertaining to the Action, including, without limitation, any claim for
21 benefits, proceeds, or value under the Action, and that Class Representatives are
22 not aware of anyone other than themselves claiming any interest, in whole or in
23 part, in the individual claims that they are releasing under the Settlement
24 Agreement or in any benefits, proceeds, or values in the individual claims that they
25 are releasing under the Settlement Agreement.

26 **J.** Without in any way limiting its scope, and, except to the extent
27 otherwise specified in the Agreement, this Release covers by example and without
28 limitation, any and all claims for attorneys' fees, expert or consultant fees, interest,

1 litigation expenses, or any other fees, costs, and/or disbursements incurred by
2 Class Counsel, Plaintiffs' Counsel, Class Representatives, or other Class Members
3 who claim to have assisted in conferring the benefits under this Settlement
4 Agreement upon the Class.

5 **K.** In consideration for the Settlement Agreement, Mazda and Denso and
6 their past or present officers, directors, employees, agents, attorneys, predecessors,
7 successors, affiliates, subsidiaries, divisions, successors and assigns shall be
8 deemed to have, and by operation of the Final Order shall have, released Plaintiffs'
9 Counsel, Class Counsel, and each Class Representative from any and all causes of
10 action that were or could have been asserted pertaining solely to the conduct in
11 filing and prosecuting the litigation or in settling the Action.

12 **L.** Class Representatives, Plaintiffs' Counsel, Class Counsel, and any
13 other attorneys who receive attorneys' fees and costs from this Settlement
14 Agreement acknowledge that they have conducted sufficient independent
15 investigation and discovery to enter into this Settlement Agreement and, by
16 executing this Settlement Agreement, state that they have not relied upon any
17 statements or representations made by the Released Parties or any person or entity
18 representing the Released Parties, other than as set forth in this Settlement
19 Agreement.

20 **M.** The Parties specifically understand that there may be further
21 pleadings, discovery requests and responses, testimony, or other matters or
22 materials owed by the Parties pursuant to existing pleading requirements,
23 discovery requests, or pretrial rules, procedures, or orders, and that, by entering
24 into this Settlement Agreement, the Parties expressly waive any right to receive,
25 hear, or inspect such pleadings, testimony, discovery, or other matters or materials.

26 **N.** Nothing in this Release shall preclude any action to enforce the terms
27 of the Settlement Agreement, including participation in any of the processes
28 detailed herein.

1 **O.** Class Representatives and Class Counsel hereby agree and
2 acknowledge that the provisions of this Release together constitute an essential
3 and material term of the Settlement Agreement and shall be included in any Final
4 Judgment and Final Order entered by the Court.

5 **VIII. ATTORNEYS’ FEES, COSTS, AND EXPENSES AND CLASS**
6 **REPRESENTATIVE SERVICE AWARDS**

7 **A.** At the conclusion of the Parties reaching agreement on the
8 substantive material terms of this Settlement, the Parties mediated the issue of
9 reasonable attorneys’ fees, costs, and individual Class Representative service
10 awards, with the assistance of Settlement Special Master Patrick A. Juneau on
11 April 11, 2024. To date, the Parties have not reached any agreement on attorneys’
12 fees, costs, and Class Representative service awards.

13 **B.** As such, Class Counsel shall make an application for an award of
14 attorneys’ fees in an amount not to exceed Fifteen Million Dollars (\$15,000,000).
15 Class Counsel shall make an application for reimbursement of Plaintiffs’
16 Counsel’s reasonable out-of-pocket expenses in an amount not to exceed Two
17 Hundred Thousand Dollars (\$200,000). Any Court-approved attorneys’ fees and
18 reimbursement of reasonable out-of-pocket expenses shall be paid by Defendants
19 in addition to the other settlement relief provided to the Class. Defendants have
20 agreed to pay reasonable attorneys’ fees and out-of-pocket costs, but do not agree
21 to these “not to exceed” amounts and instead reserve the right to oppose the
22 amounts sought.

23 **C.** Class Counsel, on behalf of Plaintiffs, shall also make an application
24 for Class Representative service awards in an amount not to exceed Five Thousand
25 Dollars (\$5,000) each. Any service award shall be in addition to the benefits that
26 the Class Representative is entitled to receive as a member of the Settlement Class.
27 Defendants have agreed to pay reasonable service awards to the two named
28

1 Plaintiffs/Class Representatives, but do not agree to these “not to exceed” amounts
2 and instead reserve the right to oppose the amounts sought.

3 **D.** No order of the Court, or modification or reversal or appeal of any
4 order of the Court, concerning the amount(s) of any Attorneys’ Fees, Costs, and
5 Expenses awarded by the Court to Class Counsel, or concerning the amounts of
6 Class Representative service awards that are awarded by the Court to Class
7 Representatives, shall affect whether the Final Order and Final Judgment are final
8 and shall not constitute grounds for cancellation or termination of the settlement.

9 **IX. PRELIMINARY APPROVAL ORDER, FINAL ORDER, FINAL**
10 **JUDGMENT, AND RELATED ORDERS**

11 **A.** On or before May 3, 2024, the Parties shall seek from the Court a
12 Preliminary Approval Order in a form substantially similar to Exhibit 3. The
13 Preliminary Approval Order shall, among other things:

14 1. Certify a nationwide settlement-only Class, approve Class
15 Representatives as Class Representatives, and appoint Class Counsel as counsel
16 for the Class, pursuant to Fed. R. Civ. P. 23;

17 2. Preliminarily approve the Settlement Agreement;

18 3. Require the dissemination of the Notice and the taking of all
19 necessary and appropriate steps to accomplish this task;

20 4. Determine that Class Notice and the Notice Program comply
21 with all legal requirements, including, but not limited to, Fed. R. Civ. P. 23 and
22 the Due Process Clause of the United States Constitution;

23 5. Schedule a date and time for a Fairness Hearing to determine
24 whether the Settlement Agreement should be finally approved by the Court, and
25 whether the requested Attorneys’ Fees, Costs and Expenses and Class
26 Representative service awards should be granted;

27 6. Require Class Members who wish to exclude themselves to
28 submit an appropriate and timely request for exclusion as directed in this

1 Settlement Agreement and Long Form Notice and provide that a failure to do so
2 shall bind those Class Members who remain in the Class;

3 7. Require Class Members who wish to object to this Settlement
4 Agreement to submit an appropriate and timely written statement as directed in
5 this Settlement Agreement and Long Form Notice;

6 8. Require attorneys representing Class Members objecting to the
7 Settlement Agreement, at such Class Members' expense, to file a timely notice of
8 appearance with the Court as directed in the Long Form Notice;

9 9. Appoint the Settlement Administrator;

10 10. Authorize Mazda and/or Denso to take all necessary and
11 appropriate steps to establish the means necessary to implement the Settlement
12 Agreement; and

13 11. Issue other related orders to effectuate the preliminary approval
14 of the Settlement Agreement.

15 **B.** After the Fairness Hearing, the Parties shall seek to obtain from the
16 Court a Final Order and Final Judgment in the forms substantially similar to
17 Exhibits 11 and 10, which shall seek, among other things, the following relief:

18 1. Find that the Court has personal jurisdiction over all Class
19 Members, that the Court has subject matter jurisdiction over the claims asserted in
20 the Action, and that venue is proper;

21 2. Confirm the certification of the Class for settlement purposes
22 only, pursuant to Fed. R. Civ. P. 23;

23 3. Finally approve the Settlement Agreement, pursuant to Fed. R.
24 Civ. P. 23;

25 4. Find that the Class Notice and the Notice Program comply with
26 all laws, including, but not limited to, Fed. R. Civ. P. 23 and the Due Process
27 Clause of the United States Constitution;

28

1 5. Dismiss the Action with prejudice and without costs (except as
2 provided for herein as to costs);

3 6. Incorporate the Release set forth in the Agreement and make
4 the Release effective as of the date of the Final Order and Final Judgment;

5 7. Issue a permanent injunction;

6 8. Authorize the Parties to implement the terms of the Settlement
7 Agreement;

8 9. Retain jurisdiction relating to the administration,
9 consummation, enforcement, and interpretation of the Settlement Agreement, the
10 Final Order and Final Judgment, and for any other necessary purpose; and

11 10. Issue related Orders to effectuate the final approval of the
12 Settlement Agreement and its implementation.

13 **X. MODIFICATION OR TERMINATION OF THIS SETTLEMENT**
14 **AGREEMENT**

15 **A.** The terms and provisions of this Settlement Agreement may be
16 amended, modified, or expanded by written agreement of the Parties and approval
17 of the Court; provided, however, that after entry of the Final Order and Final
18 Judgment, the Parties may by written agreement effect such amendments,
19 modifications, or expansions of this Settlement Agreement and its implementing
20 documents (including all exhibits hereto) without further notice to the Class or
21 approval by the Court if such changes are consistent with the Court’s Final Order
22 and Final Judgment and do not limit the rights of Class Members under this
23 Settlement Agreement.

24 **B.** This Settlement Agreement shall terminate at the discretion of either
25 Mazda or Denso or Class Representatives, through Class Counsel, if: (1) the Court,
26 or any appellate court(s), rejects, modifies, or denies approval of any portion of
27 the Settlement Agreement that the terminating party reasonably determine(s) is
28 material, including, without limitation, the terms of relief, the findings, or

1 conclusions of the Court, the provisions relating to notice, the definition of the
2 Class, and/or the terms of the Release; or (2) the Court, or any appellate court(s),
3 does not enter or completely affirm, or alters, narrows or expands, any portion of
4 the Final Order and Final Judgment, or any of the Court's findings of fact or
5 conclusions of law, that the terminating party reasonably determine(s) is material;
6 or (3) the Parties are unable after good-faith efforts to reach agreement regarding
7 Additional Vehicles. The terminating party must exercise the option to withdraw
8 from and terminate this Settlement Agreement, as provided in this Section X.B.,
9 by a signed writing served on the other Parties no later than 20 days after receiving
10 notice of the event prompting the termination. The Parties will be returned to their
11 positions status quo ante.

12 **C.** If an option to withdraw from and terminate this Settlement
13 Agreement arises under Section X.B above, neither Mazda, Denso, nor Class
14 Representatives, through Class Counsel, are required for any reason or under any
15 circumstance to exercise that option and any exercise of that option shall be in
16 good faith.

17 **D.** If, but only if, this Settlement Agreement is terminated pursuant to
18 Section X.B, above, then:

19 1. This Settlement Agreement shall be null and void and shall
20 have no force or effect, and no Party to this Settlement Agreement shall be bound
21 by any of its terms, except for the terms of this Section X.D;

22 2. The Parties will petition the Court to have any stay orders
23 entered pursuant to this Settlement Agreement lifted;

24 3. All of its provisions, and all negotiations, statements, and
25 proceedings relating to it shall be without prejudice to the rights of Mazda, Denso,
26 Class Representatives, or any Class Member, all of whom shall be restored to their
27 respective positions existing immediately before the execution of this Settlement
28 Agreement, except that the Parties shall cooperate in requesting that the Court set

1 a new scheduling order such that no Party's substantive or procedural rights are
2 prejudiced by the settlement negotiations and proceedings;

3 4. Class Representatives, on behalf of themselves and their heirs,
4 assigns, executors, administrators, predecessors, and successors, and on behalf of
5 the Class, expressly and affirmatively reserve and do not waive all motions as to,
6 and arguments in support of, all claims, causes of action, or remedies that have
7 been or might later be asserted in the Action including, without limitation, any
8 argument concerning class certification, and treble or other damages;

9 5. Mazda, Denso, and the other Released Parties expressly and
10 affirmatively reserve and do not waive all motions and positions as to, and
11 arguments in support of, all defenses to the causes of action or remedies that have
12 been sought or might be later asserted in the actions, including without limitation,
13 any argument or position opposing class certification, liability, or damages or
14 argument that the Action may not be litigated as a class action;

15 6. Neither the fact of the Settlement Agreement having been
16 made, the negotiations leading to it, nor any discovery or action taken by a Party
17 or Class Member pursuant to this Settlement Agreement shall be admissible or
18 entered into evidence for any purpose whatsoever, except to the extent the
19 Settlement Agreement is filed with the Court, it can be referenced in the Action
20 and any related appeal;

21 7. Any settlement-related order(s) or judgment(s) entered in this
22 Action after the date of execution of this Settlement Agreement shall be deemed
23 vacated and shall be without any force or effect;

24 8. All costs incurred in connection with the Settlement
25 Agreement, including, but not limited to, notice, publication, claims administration
26 and customer communications are the responsibility of Defendants and will be
27 paid by Defendants. Neither Class Representatives nor Class Counsel shall be
28 responsible for any of these costs or other settlement-related costs; and

1 9. Notwithstanding the terms of this paragraph, if the Settlement
2 is not consummated, Class Counsel may include any time spent in settlement
3 efforts as part of any fee petition filed at the conclusion of the case, and Mazda
4 and Denso reserve the right to object to the reasonableness of such requested fees.

5 **XI. GENERAL MATTERS AND RESERVATIONS**

6 **A.** Mazda and Denso have denied and continue to deny each and all of
7 the claims and contentions alleged in the Action, and have denied and continue to
8 deny that they have committed any violation of law or engaged in any wrongful
9 act that was alleged, or that could have been alleged, in the Action. Mazda and
10 Denso believe that they have valid and complete defenses to the claims asserted
11 against them in the Action and deny that they committed any violations of law,
12 engaged in any unlawful act or conduct, or that there is any basis for liability for
13 any of the claims that have been, are, or might have been alleged in the Action.
14 Nonetheless, Mazda and Denso have concluded that it is desirable that the Action
15 be fully and finally settled in the matter and upon the terms and conditions set forth
16 in this Settlement Agreement.

17 **B.** The obligation of the Parties to conclude the Settlement Agreement
18 is and shall be contingent upon each of the following:

19 1. Entry by the Court of the Final Order and Final Judgment
20 approving the Settlement Agreement, from which the time to appeal has expired
21 or which has remained unmodified after any appeal(s); and

22 2. Any other conditions stated in this Settlement Agreement.

23 **C.** The Parties and their counsel agree to keep the existence and contents
24 of this Settlement Agreement confidential until the date on which the Motion for
25 Preliminary Approval is filed; provided, however, that this Section shall not
26 prevent Mazda or Denso from disclosing such necessary information from this
27 Settlement Agreement, prior to the date on which the Motion for Preliminary
28 Approval is filed, to state and federal agencies, independent accountants, actuaries,

1 advisors, financial analysts, insurers, or attorneys. Nor shall it prevent the Parties
2 and their counsel from disclosing such information to persons or entities (such as
3 experts, courts, co-counsel, and/or administrators) to whom the Parties agree
4 disclosure must be made to effectuate the terms and conditions of this Settlement
5 Agreement.

6 **D.** Class Representatives and Class Counsel agree that the confidential
7 information made available to them solely through the settlement process was
8 made available, as agreed to, on the condition that neither Class Representatives
9 nor their counsel may disclose it to third parties (other than experts or consultants
10 retained by Class Representatives in connection with the Action); that it not be the
11 subject of public comment; that it not be used by Class Representatives or Class
12 Counsel in any way in this litigation or otherwise should the Settlement Agreement
13 not be achieved, and that it is to be returned if a settlement is not concluded;
14 provided, however, that nothing contained herein shall prohibit Class
15 Representatives from seeking such information through formal discovery if not
16 previously requested through formal discovery or from referring to the existence
17 of such information in connection with the settlement of the Action.

18 **E.** Information provided by Mazda, Denso, Mazda's Counsel, and/or
19 Denso's Counsel to Class Representatives, Class Counsel, Plaintiffs' Counsel, any
20 individual Class Member, counsel for any individual Class Member, and/or
21 administrators, pursuant to the negotiation and implementation of this Settlement
22 Agreement, includes trade secrets and highly confidential and proprietary business
23 information and shall be deemed "Highly Confidential" pursuant to the protective
24 orders that have been or will be entered in the Action, and shall be subject to all of
25 the provisions thereof. Any materials inadvertently produced shall, upon Mazda's
26 or Denso's request, be promptly returned to Mazda's Counsel or Denso's Counsel,
27 and there shall be no implied or express waiver of any privileges, rights, and
28 defenses.

1 **F.** Within 90 days after the Final Effective Date (unless the time is
2 extended by agreement of the Parties), Class Counsel, Plaintiffs' Counsel, and any
3 expert or other consultant employed by them in such capacity or any other
4 individual with access to documents provided by Mazda, Denso, Mazda's
5 Counsel, and/or Denso's shall either: (i) return to Mazda's Counsel or Denso's
6 Counsel, all such documents and materials (and all copies of such documents in
7 whatever form made or maintained), physical evidence, and/or tangible items
8 produced during the settlement process by Mazda and/or Mazda's Counsel or
9 Denso and/or Denso's Counsel and any and all handwritten notes summarizing,
10 describing or referring to such documents; or (ii) certify to Mazda's Counsel or
11 Denso's Counsel that all such documents, physical evidence, tangible items,
12 and/or materials (and all copies of such documents in whatever form made or
13 maintained) produced by Mazda and/or Mazda's Counsel or Denso and/or Denso's
14 Counsel and any and all handwritten notes summarizing, describing or referring to
15 such documents have been destroyed, provided, however, that this Section XI.F
16 shall not apply to any documents made part of the record in connection with a
17 Claim for reimbursement as part of the Out-of-Pocket Claims Process, nor to any
18 documents made part of a Court filing, nor to Class Counsel's and Plaintiffs'
19 Counsel's work-product. Nothing in this Settlement Agreement shall affect any
20 confidentiality order or protective order in the Action.

21 **G.** Mazda's execution of this Settlement Agreement shall not be
22 construed to release – and Mazda expressly does not intend to release – any claim
23 Mazda may have or make against any insurer for any cost or expense incurred in
24 connection with this Settlement Agreement, including, without limitation, for
25 Attorneys' Fees, Costs, and Expenses.

26 **H.** Denso's execution of this Settlement Agreement shall not be
27 construed to release – and Denso expressly does not intend to release – any claim
28 Denso may have or make against any insurer for any cost or expense incurred in

1 connection with this Settlement Agreement, including, without limitation, for
2 Attorneys' Fees, Costs, and Expenses.

3 **I.** Class Counsel represent that: (1) they are authorized by Class
4 Representatives to enter into this Settlement Agreement with respect to the claims
5 in this Action; and (2) they are seeking to protect the interests of the Class.

6 **J.** Class Counsel further represent that Class Representatives: (1) have
7 agreed to serve as representatives of the Class proposed to be certified herein; (2)
8 are willing, able, and ready to perform all of the duties and obligations of
9 representatives of the Class, including, but not limited to, being involved in
10 discovery and fact-finding; (3) have read the pleadings in the Action or have had
11 the contents of such pleadings described to them; (4) are familiar with the results
12 of the fact-finding undertaken by Class Counsel; (5) have been kept apprised of
13 settlement negotiations among the Parties, and have either read this Settlement
14 Agreement, including the exhibits annexed hereto, or have received a detailed
15 description of it from Class Counsel and/or Plaintiffs' Counsel and have agreed to
16 its terms; (6) have consulted with Class Counsel about the Action and this
17 Settlement Agreement and the obligations imposed on representatives of the Class;
18 (7) have authorized Class Counsel to execute this Settlement Agreement on their
19 behalf; and (8) shall remain and serve as representatives of the Class until the terms
20 of this Settlement Agreement are effectuated, this Settlement Agreement is
21 terminated in accordance with its terms, or the Court at any time determines that
22 said Class Representatives cannot represent the Class.

23 **K.** The Parties acknowledge and agree that no opinion concerning the
24 tax consequences of the Settlement Agreement to Class Members is given or will
25 be given by the Parties, nor are any representations or warranties in this regard
26 made by virtue of this Settlement Agreement. Each Class Member's tax
27 obligations, and the determination thereof, are the sole responsibility of the Class
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1 Member, and it is understood that the tax consequences may vary depending on
2 the particular circumstances of each individual Class Member.

3 **L.** Mazda represents and warrants that the individual(s) executing this
4 Settlement Agreement is authorized to enter into this Settlement Agreement on
5 behalf of Mazda.

6 **M.** Denso represents and warrants that the individual(s) executing this
7 Settlement Agreement is authorized to enter into this Settlement Agreement on
8 behalf of Denso.

9 **N.** This Settlement Agreement, complete with its exhibits, sets forth the
10 sole and entire agreement among the Parties with respect to its subject matter, and
11 it may not be altered, amended, or modified except by written instrument executed
12 by Class Counsel, Mazda's Counsel on behalf of Mazda, and Denso's Counsel on
13 behalf of Denso. The Parties expressly acknowledge that no other agreements,
14 arrangements, or understandings not expressed in this Settlement Agreement exist
15 among or between them, and that in deciding to enter into this Settlement
16 Agreement, they rely solely upon their judgment and knowledge. This Settlement
17 Agreement supersedes any prior agreements, understandings, or undertakings
18 (written or oral) by and between the Parties regarding the subject matter of this
19 Settlement Agreement.

20 **O.** This Settlement Agreement and any amendments thereto shall be
21 governed by and interpreted according to the law of the State of California
22 notwithstanding its conflict-of-laws provisions.

23 **P.** For the purposes of settlement only, Mazda and Denso consent to the
24 personal jurisdiction of the United States District Court for the Central District of
25 California and any disagreement and/or action to enforce this Settlement
26 Agreement shall be commenced and maintained only in the United States District
27 Court for the Central District of California. However, Mazda and Denso reserve
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1 the right to contest personal jurisdiction if the Court does not approve the
2 settlement.

3 **Q.** Whenever this Settlement Agreement requires or contemplates that
4 one of the Parties shall or may give notice to the other, notice shall be provided by
5 e-mail and/or next-day (excluding Saturdays, Sundays, and Federal Holidays)
6 express delivery service as follows:

7 1. If to Mazda, then to:

8 Robert Wise
9 NELSON MULLINS RILEY & SCARBOROUGH LLP
10 Two James Center
11 1021 East Cary Street, Suite 2120
12 Richmond, VA 23219
13 Phone: 804-533-3779
14 Email: robert.wise@nelsonmullins.com

15 2. If to Denso, then to:

16 Daniel R.W. Rustmann
17 BUTZEL LONG, P.C.
18 150 W. Jefferson, Suite 100
19 Detroit, MI 48226
20 Phone: 313-225-7067
21 Email: rustmann@butzel.com

22 3. If to the Class, then to:

23 W. Daniel "Dee" Miles III
24 BEASLEY, ALLEN, CROW, METHVIN, PORTIS &
25 MILES, P.C.
26 218 Commerce Street
27 Montgomery, Alabama 36104
28 Tel.: (800) 898-2034
E-mail: Dee.Miles@BeasleyAllen.com

Timothy G. Blood
BLOOD HURST & O'REARDON, LLP
501 West Broadway, Suite 1490

1 San Diego, CA 92101
2 Tel: 619/338-1100
3 619/338-1101 (fax)
4 tblood@bholaw.com

5 **R.** All time periods set forth herein shall be computed in calendar days
6 unless otherwise expressly provided. In computing any period of time prescribed
7 or allowed by this Settlement Agreement or by order of the Court, the day of the
8 act, event, or default from which the designated period of time begins to run shall
9 not be included. The last day of the period so computed shall be included, unless
10 it is a Saturday, a Sunday or a Federal Holiday, or, when the act to be done is the
11 filing of a paper in court, a day on which weather or other conditions have made
12 the office of the clerk of the court inaccessible, in which event the period shall run
13 until the end of the next day that is not one of the aforementioned days. As used
14 in this Section “Federal Holiday” includes New Year’s Day, Birthday of Martin
15 Luther King, Jr., Presidents’ Day, Memorial Day, Juneteenth, Independence Day,
16 Labor Day, Columbus Day, Veterans Day, Patriot’s Day, Thanksgiving Day,
17 Christmas Day, and any other day appointed as a holiday by the President, the
18 Congress of the United States, or the Clerk of the United States District Court for
19 the Central District of California.

20 **S.** The Parties reserve the right, subject to the Court’s approval, to agree
21 to any reasonable extensions of time that might be necessary to carry out any of
22 the provisions of this Settlement Agreement.

23 **T.** The Class, Class Representatives, Class Counsel, Mazda, Mazda’s
24 Counsel, Denso, and/or Denso’s Counsel shall not be deemed to be the drafter of
25 this Settlement Agreement or of any particular provision, nor shall they argue that
26 any particular provision should be construed against its drafter. All Parties agree
27 that this Settlement Agreement was drafted by counsel for the Parties during
28 extensive arm’s-length negotiations.

1 **U.** The Parties expressly acknowledge and agree that this Settlement
2 Agreement and its exhibits, along with all related drafts, motions, pleadings,
3 conversations, negotiations, and correspondence, constitute an offer of
4 compromise and a compromise within the meaning of Federal Rule of Evidence
5 408 and any equivalent rule of evidence in any state. In no event shall this
6 Settlement Agreement, any of its provisions, or any negotiations, statements, or
7 court proceedings relating to its provisions in any way be construed as, offered as,
8 received as, used as, or deemed to be evidence of any kind in the Action, any other
9 action, or in any judicial, administrative, regulatory, or other proceeding, except
10 in a proceeding to enforce this Settlement Agreement or the rights of the Parties
11 or their counsel. Without limiting the foregoing, neither this Settlement Agreement
12 nor any related negotiations, statements, or court proceedings shall be construed
13 as, offered as, received as, used as, or deemed to be evidence or an admission or
14 concession of any liability or wrongdoing whatsoever on the part of any person or
15 entity, including, but not limited to, the Released Parties, Class Representatives,
16 or the Class or as a waiver by the Released Parties, Class Representatives, or the
17 Class of any applicable privileges, claims, or defenses.

18 **V.** Class Representatives, through their counsel, expressly affirm that the
19 allegations contained in the Class Action Complaint and all prior complaints filed
20 in the Action were made in good faith, but consider it desirable for the Action to
21 be settled and dismissed because of the substantial benefits that the Settlement
22 Agreement will provide to Class Members.

23 **W.** The Parties, their successors and assigns, and their counsel undertake
24 to implement the terms of this Settlement Agreement in good faith, and to act in
25 good faith in resolving any disputes that may arise in the implementation of the
26 terms of this Settlement Agreement.

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1 **X.** The waiver by one Party of any breach of this Settlement Agreement
2 by another Party shall not be deemed a waiver of any prior or subsequent breach
3 of this Settlement Agreement.

4 **Y.** If one Party to this Settlement Agreement considers another Party to
5 be in breach of its obligations under this Settlement Agreement, that Party must
6 provide the breaching Party with written notice of the alleged breach and provide
7 a reasonable opportunity to cure the breach before taking any action to enforce any
8 rights under this Settlement Agreement.

9 **Z.** The Parties, their successors and assigns, and their counsel agree to
10 publicly support this Settlement Agreement, to cooperate fully with one another in
11 seeking Court approval of this Settlement Agreement and to use their best efforts
12 to effect the prompt consummation of the Settlement Agreement.

13 **AA.** This Settlement Agreement may be signed with a facsimile signature
14 and in counterparts, each of which shall constitute a duplicate original.

15 **BB.** In the event any one or more of the provisions contained in this
16 Settlement Agreement shall for any reason be held to be invalid, illegal, or
17 unenforceable in any respect, such invalidity, illegality, or unenforceability shall
18 not affect any other provision if Mazda's Counsel, on behalf of Mazda, Denso's
19 Counsel, on behalf of Denso, and Class Counsel, on behalf of Class
20 Representatives and Class Members, mutually agree in writing to proceed as if
21 such invalid, illegal, or unenforceable provision had never been included in this
22 Settlement Agreement. Any such agreement shall be reviewed and approved by
23 the Court before it becomes effective.

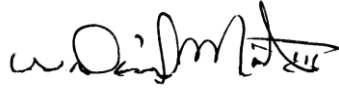
24 **CC.** This Settlement Agreement shall be binding upon and inure to the
25 benefit of, the successors and assigns of the Class and Defendants.

26 Agreed to on the date indicated below.

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1 APPROVED AND AGREED TO BY CLASS COUNSEL
2 AS AUTHORIZED BY CLASS REPRESENTATIVES

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BY: _____ DATE: July 26, 2024

W. Daniel "Dee" Miles III
BEASLEY ALLEN CROWE
METHVIN PORTIS & MILES, P.C.



BY: _____ DATE: July 26, 2024

Timothy G. Blood
BLOOD HURST & O'REARDON,
LLP

1 APPROVED AND AGREED TO BY MAZDA MOTOR OF AMERICA, INC.,
2 DOING BUSINESS AS MAZDA NORTH AMERICAN OPERATIONS

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BY:  DATE: July 26, 2024

ROBERT WISE
NELSON MULLINS RILEY &
SCARBOROUGH LLP

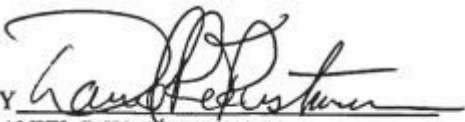
(With Authority And As Counsel For
MAZDA MOTOR OF AMERICA,
INC., DOING BUSINESS AS MAZDA
NORTH AMERICAN OPERATIONS)

APPROVED AND AGREED TO AS TO FORM
BY MAZDA'S COUNSEL

BY:  DATE: July 26, 2024

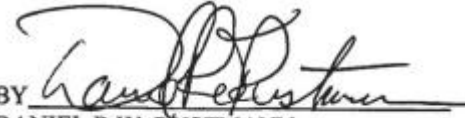
ROBERT WISE
NELSON MULLINS RILEY &
SCARBOROUGH LLP

1 APPROVED AND AGREED TO BY DENSO INTERNATIONAL AMERICA,
2 INC.

3
4 BY 
5 DANIEL R.W. RUSTMANN
6 BUTZEL LONG, P.C.
(With Authority And As Counsel For
DENSO INTERNATIONAL AMERICA, INC.)

DATE: July 26, 2024

8 APPROVED AND AGREED TO AS TO FORM
9 BY DENSO'S COUNSEL

10
11 BY 
12 DANIEL R.W. RUSTMANN
13 BUTZEL LONG, P.C.

DATE: July 26, 2024

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