

1. This Court has jurisdiction over the subject matter of this action and all matters relating to the Settlement, as well as personal jurisdiction over all the Parties and each of the Settlement Class Members. Venue is proper in this Court.

2. This Order incorporates and makes a part hereof: (a) the Class Action Settlement Agreement and Release dated June 20, 2024, including the definitions in the Settlement Agreement, and (b) the notices attached as exhibits thereto, respectively, all of which were filed with the Court on July 2, 2024. *See* ECF No. 18-1 (“Settlement,” “Settlement Agreement,” or “SA”). All terms used in this Order have the same meanings as set forth in the Settlement Agreement, unless otherwise defined herein.

3. Certification of the Settlement Class for Purposes of Settlement. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court certifies, solely for purposes of effectuating the Settlement, this action as a class action on behalf of a Settlement Class defined as:

All residents of the continental United States, Hawaii, Alaska, and all United States territories who currently own or lease, or previously owned or leased, a Settlement Class Vehicle¹ originally purchased or leased in the continental United States, Hawaii, Alaska, or any United States territory.

SA ¶ III.A. Excluded from the Settlement Class are: (1) MNAO; (2) any affiliate, parent, or subsidiary of MNAO; (3) any entity in which MNAO has a controlling interest; (4) any officer or director of MNAO; (5) any successor or assign of MNAO; (6) any Judge to whom the Litigation is assigned; (7) anyone who purchased a Settlement Class Vehicle for the purpose of resale; (8) any owners or lessees of Settlement Class Vehicles that were not distributed for sale or lease in the continental United States, Hawaii, Alaska, or any United States territory; and (9) any person who has resolved or otherwise released their claims, in a separate written agreement with MNAO, as of the date of the settlement. SA ¶ III.B.

¹ The Settlement Class Vehicles include: Mazda2 model years 2016-2022; Mazda3 model years 2014-2018; Mazda6 model years 2016-2021; Mazda CX-3 model years 2016-2021; Mazda CX-5 model years 2016-2020; Mazda CX-9 model years 2016-2020; and Mazda MX-5 model years 2016-2023. SA ¶ II.NN.

4. Class Representatives. Plaintiffs Catherine Duff, Matthew Edlin, Lawrence Mulcahy, and Paula Hall (“Class Representatives”) are hereby appointed, for settlement purposes only, as representatives for the Settlement Class for purposes of Fed. R. Civ. P. 23.

5. Class Counsel. Andrew W. Ferich and Robert Ahdoot of Ahdoot & Wolfson, PC, and Benjamin F. Johns and Samantha E. Holbrook of Shub Johns & Holbrook, LLP, are hereby appointed, for settlement purposes only, as counsel for the Settlement Class pursuant to Fed. R. Civ. P. 23(c)(1)(B) and (g).

6. Class Notice. The Court finds that the dissemination of the Class Notice(s) attached as Exhibits to the Settlement Agreement: (a) was implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of (i) the pendency of the action; (ii) their right to submit a Claim (where applicable) by submitting a Claim Form; (iii) their right to exclude themselves from the Settlement Class; (iv) the effect of the proposed Settlement (including the releases to be provided thereunder); (v) Class Counsel’s motion for an award of attorneys’ fees, litigation costs and expenses, and for Service Awards to the Class Representatives (“Fee Motion”); (vi) their right to object to any aspect of the Settlement, and/or the Fee Motion; and (vii) their right to appear at the Final Approval Hearing; (d) constituted due, adequate, and sufficient notice to all persons entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of Fed. R. Civ. P. 23, the Constitution of the United States (including the Due Process Clause), and all other applicable laws and rules.

7. Class Action Fairness Act Notice. The notice to government officials, as given, complied with 28 U.S.C. § 1715.

8. Objections. The Court has considered the four objections and, for the reasons set forth in the Motion for Final Approval and as discussed at the Final Approval Hearing, overrules them.

9. Final Settlement Approval and Dismissal of Claims. Pursuant to, and in accordance with, Fed. R. Civ. P. 23, this Court hereby fully and finally approves the Settlement set forth in the Settlement Agreement in all respects (including, without limitation: the consideration provided for in the Settlement; the releases provided for therein; and the dismissal with prejudice of the claims asserted against Defendant Mazda Motor of America, Inc. d/b/a Mazda North American Operations (“Defendant” or “Mazda”) in the action as provided for in SA ¶ VII.A, and finds that the Settlement is, in all respects, fair, reasonable, and adequate to the Settlement Class. The Court finds that, pursuant to Fed. R. Civ. P. 23(e)(2): (a) the Class Representatives and Class Counsel have adequately represented the Settlement Class; (b) the Settlement was negotiated at arm’s length; (c) the relief provided for the Settlement Class is fair, reasonable, and adequate taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of the proposed method of distributing relief to the Settlement Class, including the method of processing Settlement Class Member claims; (iii) the terms of the proposed award of attorneys’ fees and reimbursement of costs and other expenses, as well as the Service Awards to the Class Representatives; and (iv) any agreement required to be identified under Rule 23(e)(3);² and (d) the Settlement treats Settlement Class Members equitably relative to each other.

The Settlement also satisfies each of the traditional factors considered in the Sixth Circuit when evaluating the fairness of a class action settlement, including: (1) the risk of fraud or

² Class Counsel have confirmed that no agreements required to be identified under Fed. R. Civ. P. 23(e)(3) exist.

collusion; (2) the complexity, expense and likely duration of the litigation; (3) the amount of discovery engaged in by the Parties; (4) the likelihood of success on the merits; (5) the opinions of class counsel and class representatives; (6) the reaction of absent class members; and (7) the public interest.

The Parties are directed to implement, perform, and consummate the Settlement in accordance with the terms and provisions contained in the Settlement Agreement.

10. Dismissal with Prejudice. The action is hereby dismissed with prejudice and the Class Members' claims are released and enjoined. SA ¶¶ VII.A, VII.D. The Parties shall bear their own costs and expenses, except as otherwise expressly provided in the Settlement Agreement.

11. Binding Effect. The terms of the Settlement Agreement and of this Order shall be forever binding on Defendant, Plaintiffs, and all Settlement Class Members (regardless of whether any individual Settlement Class Member submits a Claim Form, seeks or obtains a Settlement benefit, or objected to the Settlement), as well as their respective successors and assigns.

12. Opt-Outs. The persons listed on **Exhibit 1**, attached hereto and incorporated by this reference, submitted timely and proper requests for exclusion, are excluded from the Settlement Class, and are not bound by the terms of the Settlement Agreement or this Order, and are not entitled to the relief and consideration under the Settlement Agreement.

13. Releases. The releases set forth in Section VII (the "Releases") of the Settlement Agreement are expressly incorporated herein in all respects. The Releases are effective as of the Effective Date. Accordingly, this Court orders pursuant to this Order, without further action by anyone, upon the Effective Date of the Settlement, and as provided in the Settlement Agreement, that Plaintiffs and each and every member of the Settlement Class shall have released the Released Claims against the Releasees. Notwithstanding the foregoing, nothing in this Order shall bar any

action by any of the Parties to enforce or effectuate the terms of the Settlement Agreement or this Order.

14. Future Prosecutions Barred. Plaintiffs and all Settlement Class Members are hereby barred and permanently enjoined from instituting, asserting, or prosecuting any or all the Released Claims against any of the Releasees.

15. No Admission of Liability. The Court hereby decrees that the Settlement, this Order, and the fact of the Settlement do not constitute admissions or concessions by the Defendant of any fault, wrongdoing, or liability whatsoever, or as an admission of the appropriateness of class certification for trial or dispositive motion practice. This Order is not a finding of the validity or invalidity of any of the claims asserted or defenses raised in the Litigation. Nothing relating to the Settlement shall be offered or received in evidence as an admission, concession, presumption or inference against Defendant or any of the Released Parties in any proceeding, other than such proceedings as may be necessary to consummate or enforce the Settlement Agreement or to support a defense based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense.

16. Retention of Jurisdiction. Without affecting the finality of this Order in any way, this Court retains continuing and exclusive jurisdiction over: (a) the Parties for purposes of the administration, interpretation, implementation, consummation, and enforcement of the Settlement; (b) the administration of this Settlement; and (c) the Settlement Class Members for all matters relating to the action.

17. Attorneys' Fees and Expenses. Class Counsel are awarded attorneys' fees and reimbursement of litigation expenses and costs in the total amount of \$1,900,000.00, and such

amount shall be paid by Defendant pursuant to and consistent with the terms of the Settlement Agreement.

18. Service Awards. The Class Representatives are each awarded a Service Award as follows: \$4,000 to Plaintiff Catherine Duffy, and \$2,500 to the other three Plaintiffs, and such amounts shall be paid by Defendant pursuant to and consistent with the terms of the Settlement Agreement.

19. Modification of the Agreement of Settlement. Without further approval from the Court, Plaintiffs, by and through Class Counsel, and Defendant are hereby authorized to agree to and adopt such amendments or modifications of the Settlement Agreement or any exhibits attached thereto to effectuate the Settlement that: (a) are not materially inconsistent with this Order; and (b) do not materially limit the rights of Settlement Class Members in connection with the Settlement. Without further order of the Court, Plaintiffs, by and through Class Counsel, and Defendant may agree to reasonable extensions of time to carry out any of the provision of the Settlement Agreement.

20. Jurisdiction. The Court hereby retains and reserves jurisdiction over: (a) implementation of this Settlement and any distributions pursuant to the Settlement; (b) the action, until the Effective Date and until each and every act agreed to be performed by the Parties shall have been performed pursuant to the terms and conditions of the Settlement Agreement, including the exhibits appended thereto; and (c) all Parties, for the purpose of enforcing and administering the Settlement Agreement and the Settlement.

21. Termination of Settlement. If the Settlement is terminated as provided in the Settlement Agreement or the Effective Date of the Settlement otherwise fails to occur, this Order shall be vacated, rendered null and void and be of no further force and effect, except as otherwise

provided by the Settlement Agreement, and this Order shall be without prejudice to the rights of Plaintiffs, Settlement Class Members, and the Defendant, and the Parties shall be deemed to have reverted *nunc pro tunc* to their respective litigation positions in the action immediately prior to the execution of the Settlement Agreement.

IT IS SO ORDERED:

Date: _____

Honorable Benjamin Beaton
United States District Judge

EXHIBIT 1



**Mazda Infotainment Settlement Exclusion Report
(as of July 11, 2025)**

Number	Last Name	First Name	JND ID	Status	Submitted Date	VIN
1	BENDORF	SCOTT	NRB8W5MFX	VALID	5/15/2025	3MZBN1M34JM162679
2	DEMARS	NATALIE	N24GUBY7CR	VALID	5/19/2025	JM3KFADM5L0754789
3	HUDSON	KENYETTA	NQ783AFKDZ	VALID	5/19/2025	3MZBN1U77HM109729
4	THOMPSON	GREGORY	NHZ5KTPBMJ	VALID	5/24/2025	JM3KFBCM0L1729414
5	MEYERS	CHERYL	NHKBZYUQE6	VALID	5/23/2025	JM3KFBDM7L0734680
6	FUTTRELL	CATHERINE	NJNP39BVKC	VALID	5/23/2025	JM1DKFC78H0159531
7	EARDLEY	ZOE	NBG5LMPKYZ	VALID	5/28/2025	3MZBM1T79GM323740
8	DERBEDROSIAN	SARKIS	NDB37SJL9V	VALID	5/28/2025	JM1NDAM76N0508021
9	WRIGHT	MATTHEW	NCYJQEGRWT	VALID	6/2/2025	JM1NDAL74P0552796
10	ERICKSON	DONNA	N98GM3PXF	VALID	6/4/2025	3MZBN1L36JM175189
11	RANDALL	VIOLA	N7RLTB4SP6	VALID	6/12/2025	JM1DKBD79G0110425
12	HAAG	ROBERT	NTKFN9PZUE	VALID	6/17/2025	JM3KFADL6H0149548
13	CONKLIN	MARILYN	NJRB48ZG5E	VALID	6/16/2025	3MZBN1L39JM254081
14	FLICKY	KARL	NULMQFZD7H	VALID	6/16/2025	JM3KE4CY7G0764898
15	NGUYEN	CHARLES	NDTERMVPNY	VALID	6/16/2025	JM3KE2CY5G0865619
16	DALLAS	OLIVIA	NQAGUCB6TK	VALID	6/20/2025	JM3KFBCL1H0121258
17	SWANZY	MICHAEL	NW2L4S38PK	VALID	6/21/2025	JM3KFADL7H0165371
18	DAVIS	KRISTEN	N6C7M8R3Y2	VALID	6/6/2025	JM1BN1W32H1130188
19	ROSE	GLORIA	NFYD9BQP7U	VALID	5/30/2025	JM3KFABM0K0640135
20	ROSE	GLORIA	NJWAGFQ8R9	VALID	5/30/2025	JM3KE2BYXG0792247
21	SANCHEZ	GIOVANNI	NHCZ57FRTX	VALID	6/24/2025	JM3KFACLXH0135038
22	KING	DEBORAH	NM92SRXTPV	VALID	6/17/2025	JM3KE4DY7G0698089
23	MICHALAK	RYAN	N8TASV3KZF	VALID	6/27/2025	JM1BM1V32F1221138
24	BROWNE	LINDA	N694AXJTHF	VALID	6/27/2025	3MZBM1K77FM219246
25	FARINA	FRANCIS	NQRJ74YSUG	VALID	6/26/2025	JM1GL1TY8M1605719
26	KUSHNER	MICHELLE	NP9Q5B8SRC	VALID	6/26/2025	JM3KFACM3L0790417
27	HULT	CATHERINE	NU9F7PQB64	VALID	7/2/2025	3MZBN1U79JM175480

[illegible]