

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF KENTUCKY**

CATHERINE DUFFY, MATTHEW	:	
EDLIN, LAWRENCE MULCAHY,	:	
PAULA HALL, individually and on	:	
behalf of all others similarly situated,	:	Case No. 3:24-cv-00388-BJB
	:	
Plaintiffs,	:	
	:	
v.	:	
	:	
MAZDA MOTOR OF AMERICA, INC.	:	CLASS ACTION
d/b/a MAZDA NORTH AMERICAN	:	
OPERATIONS,	:	
	:	
Defendant.	:	
	:	

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**DECLARATION OF GINA INTREPIDO-BOWDEN IN SUPPORT OF  
MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

I, GINA INTREPIDO-BOWDEN, declare and state as follows:

1. I am a Vice President at JND Legal Administration LLC (“JND”). JND is a legal administration services provider with its headquarters located in Seattle, Washington. JND has extensive experience with all aspects of legal administration and has administered hundreds of class action settlements. I am a nationally recognized legal notice expert with more than 20 years of experience designing and implementing class action legal notice programs. I have been involved in many of the largest and most complex class action notice programs, including all aspects of notice dissemination.

2. This Declaration is based on my personal knowledge, as well as upon information provided to me by experienced JND employees and the Parties, and, if called upon to do so, I could and would testify competently thereto.

3. JND is serving as the Settlement Administrator in the above-captioned matter, pursuant to the Court’s Opinion & Order Preliminary Approving Settlement Class & Authorizing Notice (“Order”) dated February 17, 2025. ECF 39

4. I previously submitted a Declaration summarizing the proposed notice plan dated July 1, 2024 (the “Notice Plan”). ECF 18-4. I submit this Declaration to describe the implementation of the Notice Plan.

#### **CASE BACKGROUND**

5. The objective of the Notice Plan was to provide the best notice practicable, consistent with the methods and tools employed in other court-approved notice programs and to allow Settlement Class Members the opportunity to review a plain language notice with the ability to easily take the next step and learn more about the Settlement. The FJC’s *Judges’ Class Action*

*Notice and Claims Process Checklist and Plain Language Guide* consider a Notice Plan with a high reach (above 70%) to be effective.<sup>1</sup>

6. The Settlement Class or Settlement Class Members consist of 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 Vehicle originally purchased or leased in the continental United States, Hawaii, Alaska, or any United States territory.

7. Excluded from the stipulated 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) 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 (8) any person who has resolved or otherwise released their claims, in a separate written agreement with MNAO, as of the date of the Settlement.

8. Settlement Class Vehicle means certain Mazda2 2016–2022, Mazda3 2014–2018, Mazda6 2016–2021, Mazda CX-3 2016–2021, Mazda CX-5 2016–2020, Mazda CX-9 2016–2020, and Mazda MX-5 2016–2023 equipped with a Mazda Connect infotainment system.

### **NOTICE PLAN OVERVIEW**

9. The Notice Plan included the following components, as further described in the sections below:

a. Class Action Fairness Act (CAFA) Notice to appropriate state and federal officials;

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<sup>1</sup> Reach is the percentage of a specific population group exposed to a media vehicle or a combination of media vehicles containing a notice at least once over the course of a campaign. Reach factors out duplication, representing total different/net persons.

b. Direct mail notice to all Settlement Class Members for whom a valid postal address was obtained;

c. Supplemental digital notice via the Google Display Network (“GDN”), Facebook, and Instagram, and Vehicle Identification Number (“VIN”) targeting through iHeart Automotive Connection (“IAC”);

d. Informational press release that was distributed to media outlets nationwide through PR Newswire;

e. Settlement Website that provides detailed information about the Settlement and important case documents, including the Settlement Agreement and the Long Form Notice, a list of important deadlines, a VIN lookup tool to check vehicle eligibility, and a Claim Form that may be submitted electronically or printed and mailed; and

f. Settlement toll-free number, email address, and post office box through which Settlement Class Members may obtain or request more information about the Settlement and request that the Long Form Notice and/or Claim Form be sent to them.

10. Each component of the Notice Plan as implemented is described in more detail in the sections below.

#### **CAFA NOTICE**

11. On May 7, 2025, JND caused the CAFA Notice to be mailed to the appropriate state and federal government officials. As of the date of this Declaration, JND has not received any objection or other correspondence relating to this Settlement from any recipients of the CAFA Notice.



### **CLASS DATA**

12. On March 7, 2024, JND received from Defendant Mazda Motor of America, Inc. a list of 1,668,243 eligible VINs. Using the VIN data, JND worked with a third-party data aggregation service to acquire potential Settlement Class Members' contact information from the Departments of Motor Vehicles ("DMVs") for all current and previous owners and registered lessees of the Settlement Class Vehicles.

13. JND then analyzed, de-duplicated, and standardized the data received from the DMVs and promptly loaded it into a secure, case-specific database for the settlement administration. Prior to mailing the Court-approved notice, JND performed advanced address research using the United States Postal Service ("USPS") National Change of Address ("NCOA") database<sup>2</sup> to obtain the most current mailing address information for potential Settlement Class Members. Included in the analysis was a review of Settlement Class Member names and addresses to conform discrepancies, such as misspellings of names, that often cause unnecessary duplication and over-noticing of the same Settlement Class Member at the same address. For example, some Settlement Class Members with large fleets of vehicles appeared in the DMV data dozens to hundreds of times with minor name and address variations that JND was able to conform and consolidate to a single address to send the notice. Through this process, JND identified 2,977,378 potential Settlement Class Members (including 2,362 Settlement Class Members who are current or former owners or lessees of more than ten Settlement Class Vehicles). A unique identification number was assigned to each Settlement Class Member record to identify them throughout the administration process.

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<sup>2</sup> The NCOA database is the official USPS technology product which makes changes of address information available to mailers to help reduce undeliverable mail pieces before mail enters the mail stream.

### **DIRECT NOTICE EFFORT**

14. On May 2, 2025, JND mailed 2,977,378 Postcard Notices via first-class U.S. mail to potential Settlement Class Members. A representative copy of the Postcard Notice is attached as **Exhibit A**. For the 2,362 Settlement Class Members with more than ten Settlement Class Vehicles, JND mailed the content of the Postcard Notice with an accompanying cover letter that included additional instructions on how to access specialized claim filing assistance. A representative copy of the cover letter is attached as **Exhibit B**.

15. As of July 11, 2025, JND has received 233,926 Notices returned as undeliverable, of which JND re-mailed 31,906 to forwarding addresses provided by the USPS and 128,460 to updated addresses obtained through advanced address research.

16. The overall deliverability rate of the Direct Notice Effort is 96.38%.

### **SUPPLEMENTAL DIGITAL NOTICE**

17. JND ran the supplemental digital notice effort from May 2, 2025 through May 29, 2025 with GDN, Facebook and Instagram. JND caused a total of 18,106,834 impressions<sup>3</sup> to be served, 8,106,834 more than originally planned.

18. The GDN impressions specifically targeted adults 18 years of age or older (“Adults 18+”) with an interest in Mazda, Mazda cars, Mazda vehicles, Mazda for sale, or any of the following Mazda models: Mazda 2, Mazda 6, Mazda CX-5; or who have searched Google for relevant terms and phrases such as “Mazda class action,” or “Mazda Connect infotainment system,” or similar.

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<sup>3</sup> Impressions or Exposures are the total number of opportunities to be exposed to a media vehicle or combination of media vehicles containing a notice. Impressions are a gross or cumulative number that may include the same person more than once. As a result, impressions can and often do exceed the population size.

19. The Facebook/Instagram activity targeted Adults 18+ who had expressed an interest in Mazda or any of the following Mazda models: Mazda 3, Mazda 6, Mazda CX-3, Mazda CX-5, Mazda CX-9, Mazda MX-5.

20. A portion of the digital activity “retargeted” users who visited the Settlement Website but did not submit a claim, with a goal of boosting claims filing among those we had previously shown interest.

21. The digital activity was served across all devices (desktop, laptop, tablet, and mobile), with a heavy emphasis on mobile devices.

22. Screenshots of the digital notices as they appeared on GDN, Facebook, and Instagram are attached as **Exhibit C**.

23. IAC activity included an email notice effort to VINs in the IAC system that matched Mazda vehicles from 2014–2023. On May 6, 2025, IAC began to deploy email to the matched VINS. A follow-up email began to deploy on May 13, 2025, to those who opened the initial email.<sup>4</sup> A total of 339,533 emails was sent.

24. Copies of the IAC emails are attached as **Exhibit D**.

25. The digital ads included an embedded link to the Settlement Website, where Settlement Class Members were able to access more information about the Settlement, as well as file a claim electronically.

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<sup>4</sup> The proposed IAC effort included banners ads being served via GDN to those who opened the email. This tactic was no longer available at the time the schedule was secured. As an alternative, IAC agreed to send a follow-up email to those who opened the initial email. Additionally, the digital impressions that were to be served via IAC were shifted to the GDN, Facebook, and Instagram effort described above. The total digital impression overdelivered by 8,106,834, and the follow-up IAC email was deployed for no additional cost.

### **PRESS RELEASE**

26. JND caused a press release to be distributed on May 5, 2025, to over 5,000 media outlets nationwide. As of June 3, 2025, the press release was picked up 488 times with a potential audience of 150.4 million. A copy of the press release as it was distributed is attached as **Exhibit E**.

### **SETTLEMENT WEBSITE**

27. On April 30, 2025, JND established the informational case-specific Settlement Website, <https://www.MazdaInfotainmentSettlement.com/>. The Settlement Website has an easy-to-navigate design and is formatted to emphasize important information and deadlines. It includes pages with answers to frequently asked questions, contact information, key dates, and links to important case documents, including the Long Form Notice in English and Spanish (attached as **Exhibits F and G**, respectively), the Settlement Agreement, the Preliminary Approval Order, and all other relevant documents. The Settlement Website also provided information on how to opt out of or object to the Settlement.

28. The Settlement Website features a VIN lookup tool and an online Claim Form (“OCF”) with document upload capabilities for the submission of claims. When a user logs into the OCF with their Unique ID, a pre-populated Claim Form with the Settlement Class Member’s name and VIN is provided. JND worked with the Parties to design the online claim submission process to be streamlined and efficient. Additionally, a Claim Form, attached as **Exhibit H**, is posted on the Settlement Website for download for Settlement Class Members who prefer to submit a claim by mail.

29. The Settlement Website is ADA-compliant and optimized for mobile visitors so that information loads quickly on mobile devices. It is designed to maximize search engine optimization through Google and other search engines.

30. The Settlement Website address is prominently displayed in all printed notice documents and accessible through the digital notices.

31. As of July 11, 2025, there have been 551,576 total views of the Settlement Website pages and documents and 144,507 unique visitors to the Settlement Website. JND will continue to maintain the Settlement Website throughout the settlement administration process.

**TOLL-FREE NUMBER, EMAL ADDRESS, AND P.O. BOX**

32. On April 30, 2025, JND established a 24-hour, toll-free telephone line (1-844-552-0064) with Interactive Voice Response (IVR) that Settlement Class Members can call to obtain information about the Settlement. Live operators are available during business hours to answer Settlement Class Members' questions and assist with claim filing. As of July 11, 2025, JND has received 9,484 calls to the toll-free line. JND will continue to maintain the toll-free line throughout the settlement administration process.

33. JND established an email address (info@MazdaInfotainmentSettlement.com) with an auto-reply that provides Settlement Class Members and other individuals with comprehensive case information. As of the date of this Declaration, JND has received and responded to 3,575 emails to the case email address. JND will continue to maintain the email address throughout the settlement administration process.

34. JND has also established a post office box to receive and respond to Class Member correspondence. JND will continue to maintain the post office box throughout the settlement administration process.

### **REQUESTS FOR EXCLUSION**

35. The Notices informed recipients that any Settlement Class Member who wished to exclude themselves from the proposed Settlement (“opt-out”) could do so by mailing an exclusion letter to the Settlement Administrator by the July 2, 2025, deadline.

36. JND has received 31 timely and valid requests for exclusion for this Settlement. A list of the names of the Settlement Class Members who requested exclusion in accordance with the Settlement’s requirements is attached hereto as **Exhibit I**.

37. One request for exclusion, submitted by Francis J. Farina, was a purported mass request for exclusion. We have confirmed that Mr. Farina is an individual Settlement Class Member, so his request for exclusion should be permitted, but only as to himself.

### **OBJECTIONS**

38. The Notices informed recipients that any Settlement Class Member represented by counsel who wanted to object to the approval of the proposed Settlement must submit a written statement to the Court. If the objector was *not* represented by counsel, they were directed to send their objection to the Settlement Administrator, Plaintiffs’ Counsel, and Mazda’s Counsel. The provided objection deadline was July 2, 2025.

39. JND is aware of four objections that were filed by Class Members Lori Antich O’Leary, Karl Lindemann, Lea Johnson and Patrica and Charles Jones. The Jones objection was filed on the docket at DE 51. The O’Leary, Lindemann and Johnson objections are attached hereto as **Exhibits J and K**, respectively.

### **CLAIMS RECEIVED**

40. The Notices inform Settlement Class Members to file their claim by August 1, 2025.

41. As of July 11, 2025, JND has received a total of 9,234 claims, of which 8,876 were submitted online and 358 were mailed. JND will continue to receive, review, and validate Claim Forms and will provide regular reports to the Parties regarding incoming claim submissions.

### **NOTICE DESIGN AND CONTENT**

42. The court-approved notice documents were designed to comply with Rule 23's guidelines for class action notices and the Federal Judicial Center's (FJC's) *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide*. The notices contain plain, easy-to-read summaries of Class Members' rights, including their right to participate in, request exclusion from, or object to the Settlement. The notices also instruct how to obtain more information about the case, and direct potential Settlement Class Members to the Settlement Website, where the Long Form Notice and other case documents are posted. Courts routinely approve notices that have been written and designed in a similar manner.

### **REACH**

43. The mailed notice alone successfully reached 96.38% of the potential Settlement Class. The customized digital effort and press release enhanced that reach. The provided reach is similar to that of other court-approved programs and meets the standard set forth by the FJC.<sup>5</sup>

### **CONCLUSION**

44. In my opinion, the Notice Plan provided the best notice practicable under the circumstances, is consistent with the requirements of Rule 23, and is consistent with many other

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<sup>5</sup> Federal Judicial Center, *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide* (2010), p. 3 states: "...the lynchpin in an objective determination of the adequacy of a proposed notice effort is whether all the notice efforts together will reach a high percentage of the class. It is reasonable to reach between 70–95%."

court-approved notice programs. The Notice Plan reached as many Settlement Class Members as possible and informed them about the Settlement and their rights and options.

I declare under the penalty of perjury pursuant to the laws of the United States of America and the State of New Jersey that the foregoing is true and correct.

Executed on July 15, 2025, at Stone Harbor, NJ.

A handwritten signature in black ink, appearing to read "Gina Intrepido-Bowden", written in a cursive style.

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GINA INTREPIDO-BOWDEN



**EXHIBIT A**

**Court Approved Legal Notice***Duffy, et al. v. Mazda Motor of America, Inc.,*

Case No. 3:24-cv-388-BJB (W.D. Ky)

**As a Result of the Mazda Connect  
Infotainment System Class Action  
Settlement, You Will Receive a Limited  
Warranty Extension on Certain  
Covered Components and May Be  
Eligible for Reimbursement of Certain  
Out-of-Pocket Expenses.**

*A federal court authorized this notice.**This notice has been approved by a federal court.***This is NOT a Claim Form.**

**For more information about the Settlement  
and how to file a Claim Form visit or call:**

[www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com)

1-844-552-0064

*Para una notificación en Español, llamar**1-844-552-0064 o visitar nuestro sitio web**[www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com).*

# 879

*Mazda Connect Infotainment Settlement*

c/o JND Legal Administration

P.O. Box 91494

Seattle, WA 98111

**«Barcode»**

Postal Service: Please do not mark barcode

**«Name»****«CO»****«Addr1» «Addr2»****«City», «St» «Zip»****«Country»**

A proposed Settlement arising out of an alleged vehicle defect concerning malfunctioning of the Mazda Connect infotainment system in certain Mazda vehicles has been reached in *Duffy, et al. v. Mazda Motor of America, Inc.*, Case No. 3:24-cv-388-BJB (W.D. Ky).

### Who is Included?

The Court decided that Class Members means all persons residing in the United States and United States territories who currently own or lease, or previously owned or leased, a Class Vehicle equipped with a Mazda Connect infotainment system. Class Vehicles include: Mazda2 2016–2022; Mazda3 2014–2018; Mazda6 2016–2021; Mazda CX-3 2016–2021; Mazda CX-5 2016–2020; Mazda CX-9 2016–2020; and Mazda MX-5 2016–2023.

### What does the Settlement Provide?

- (1) **Limited Warranty Extension (LWE)**: All current owners or lessees of Class Vehicles will automatically receive a LWE for potential software updates or necessary connectivity master unit (CMU) repairs or replacements for a period of 24 months from either the expiration of the New Vehicle Limited Warranty, or for Class Vehicles for which the New Vehicle Limited Warranty has expired, the Limited Warranty Extension will run from the date the Court enters the preliminary approval order.
- (2) **Reimbursements for Out-of-Pocket Expenses**: You may be entitled to reimbursement for any Software Updates for Mazda Connect and any repair and/or replacement expenses you incurred for the CMU, an SD Card, the Display, and the Rear-view Camera as part of this Class Action Settlement.

### How To Get Benefits

You must complete and file a Claim Form online or by mail postmarked by **AUGUST 01, 2025**, including required Proof of Expenses documentation. You can file your claim online at **[www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com)**. You may also get a paper Claim Form at the website, or by calling the toll-free number, and submit it by mail.

**Your Other Options**

#: 881

If you do not want to be legally bound by the Settlement, you must exclude yourself by **July 02, 2025**. If you do not exclude yourself, you will release any claims you may have against Mazda or Released Parties (as defined in the Settlement Agreement) related to the issues more fully described in the Settlement Agreement, available at the Settlement Website. If you do not exclude yourself, you may object to the Settlement by **July 02, 2025**.

**The Final Approval Hearing**

The Court has scheduled a hearing in this case, *Duffy, et al. v. Mazda Motor of America, Inc.*, Case No. 3:24-cv-388-BJB in the Western District of Kentucky for **July 28, 2025, at 9:30 a.m. ET** to consider: whether to approve the Settlement, any requested Service Awards, attorneys' fees, costs, and expenses, as well as any objections. You or your attorney may attend and ask to appear at the hearing, but you are not required to do so. The hearing may be held remotely, so please check the Settlement Website for those details.

**More Information**

Complete information about your rights and options, as well as the Claim Form, the Long Form Notice, and the Settlement Agreement, are available at [www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com), or by calling toll free 1-844-552-0064.

<b>YOUR VIN:</b>	«VIN»
<b>YOUR UNIQUE ID:</b>	«NameNumber»
<b>YOUR PIN:</b>	«PIN»



Carefully separate this Address Change Form at the perforation

# 882

Name: \_\_\_\_\_

Current Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Unique ID: <Name Number>

**Address Change Form**

To make sure your information remains up-to-date in our records, please confirm your address by filling in the above information and depositing this postcard in the U.S. Mail.

Place  
Stamp  
Here

*Mazda Connect Infotainment Settlement*  
c/o JND Legal Administration  
P.O. Box 91494  
Seattle, WA 98111

**EXHIBIT B**

## Important Legal Notice

### **As a Result of the Mazda Connect Infotainment System Class Action Settlement, You Will Receive a Limited Warranty Extension on Certain Covered Components and May Be Eligible for Reimbursement of Certain Out-of-Pocket Expenses.**

A proposed Settlement arising out of an alleged vehicle defect concerning malfunctioning of the Mazda Connect infotainment system in certain Mazda vehicles has been reached in *Duffy, et al. v. Mazda Motor of America, Inc.*, Case No. 3:24-cv-388-BJB (W.D. Ky).

#### **Who's Included in the Settlement?**

The Court decided that Class Members means all persons residing in the United States and United States territories who currently own or lease, or previously owned or leased, a Class Vehicle equipped with a Mazda Connect infotainment system. Class Vehicles include: Mazda2 2016–2022; Mazda3 2014–2018; Mazda6 2016–2021; Mazda CX-3 2016–2021; Mazda CX-5 2016–2020; Mazda CX-9 2016–2020; and Mazda MX-5 2016–2023.

#### **What does the Settlement Provide?**

**(1) Limited Warranty Extension (LWE):** All current owners or lessees of Class Vehicles will automatically receive a LWE for potential software updates or necessary connectivity master unit (CMU) repairs or replacements for a period of 24 months from either the expiration of the New Vehicle Limited Warranty, or for Class Vehicles for which the New Vehicle Limited Warranty has expired, the Limited Warranty Extension will run from the date the Court enters the preliminary approval order.

**(2) Reimbursements for Out-of-Pocket Expenses:** You may be entitled to reimbursement for any Software Updates for Mazda Connect and any repair and/or replacement expenses you incurred for the CMU, an SD Card, the Display, and the Rear-view Camera as part of this Class Action Settlement.

#### **How Can I Receive Settlement Benefits?**

To receive reimbursement of eligible Out-of-Pocket Expenses, you must submit a Claim Form and supporting documents (i.e., Proof of Expenses) by no later than **August 01, 2025**. A special process has been established to facilitate the bulk filing of Claims for Class Members with more than 10 Covered Vehicles. To submit a Bulk Claim, please email [info@MazdaInfotainmentSettlement.com](mailto:info@MazdaInfotainmentSettlement.com) or call **1-844-552-0064**, and a representative specializing in Bulk Claims will assist you.

If you do not file a timely Claim for reimbursement of previously paid out-of-pocket expenses, you still qualify for coverage under the Limited Warranty Extension, unless you exclude yourself from the Settlement. Current owners or lessees of a Settlement Class Vehicle will automatically receive the LWE benefit.

#### **Your Other Options.**

You can exclude yourself by **July 02, 2025**, if you don't want to be part of the Settlement. This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Mazda, or certain Released Parties (as defined in the Settlement Agreement), for the claims this Settlement resolves. If you exclude yourself, you will give up the right to receive any Settlement Benefits from this Settlement.

You may object to the Settlement, and/or Attorneys' Fees, Costs, and Expenses and Class Representative service awards by **July 02, 2025**. You can also write the Court to provide comments or reasons why you support the Settlement. You will still be bound by the Settlement if it is approved, and you will not be allowed to exclude yourself from the Settlement.

If you do nothing, you will receive the automatic benefit of the Limited Warranty Extension, you will not receive any of the monetary Settlement Benefits, and you will give up your rights to sue Mazda and certain Released Parties for the claims this Settlement resolves.

The Long Form Notice available at [www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com) explains the Settlement, including how to exclude yourself or object. The Court will hold a hearing on **July 28, 2025, at 10:30 a.m.**, to consider whether to finally approve the Settlement. You may appear at the hearing, either yourself or through an attorney hired by you, but are not required to appear to obtain benefits under the Settlement or object to the Settlement.


#### **Questions?**


Complete information about your rights and options, as well as the Claim Form, the Long Form Notice, and the Settlement Agreement, are available at [www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com), or by calling toll free **1-844-552-0064**.


**Please do not contact the Court regarding this Notice.**


**EXHIBIT C**





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ad


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ad



y... A Whole-House  
r Treatment System  
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Leaf Water Systems



xfinity

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Ad Xfinity


Welcome to the updated MSN!

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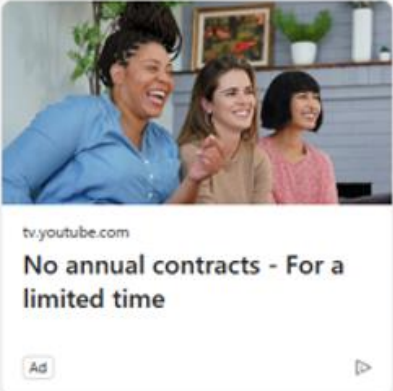
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**MAZDA CONNECT INFOTAINMENT SYSTEM SETTLEMENT**

If you have **OR** had problems with the infotainment system on certain Mazda vehicles, you may get benefits

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Ad



Jupiter

81°F

Rip current statement

5:08

7:24



nytimes.com

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LEGAL NOTICE

### MAZDA CONNECT INFOTAINMENT SYSTEM SETTLEMENT

If you have **OR** had problems with the infotainment system on certain Mazda vehicles, you may get benefits

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Justice Ketanji Brown



LEGAL NOTICE

### MAZDA CONNECT INFOTAINMENT SYSTEM SETTLEMENT

If you have OR had problems  
with the infotainment system  
on certain Mazda vehicles,  
you may get benefits

LEARN MORE







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LEGAL NOTICE



**MAZDA CONNECT INFOTAINMENT SYSTEM SETTLEMENT**  
If you have OR had problems with the infotainment system on certain Mazda vehicles, you may get benefits

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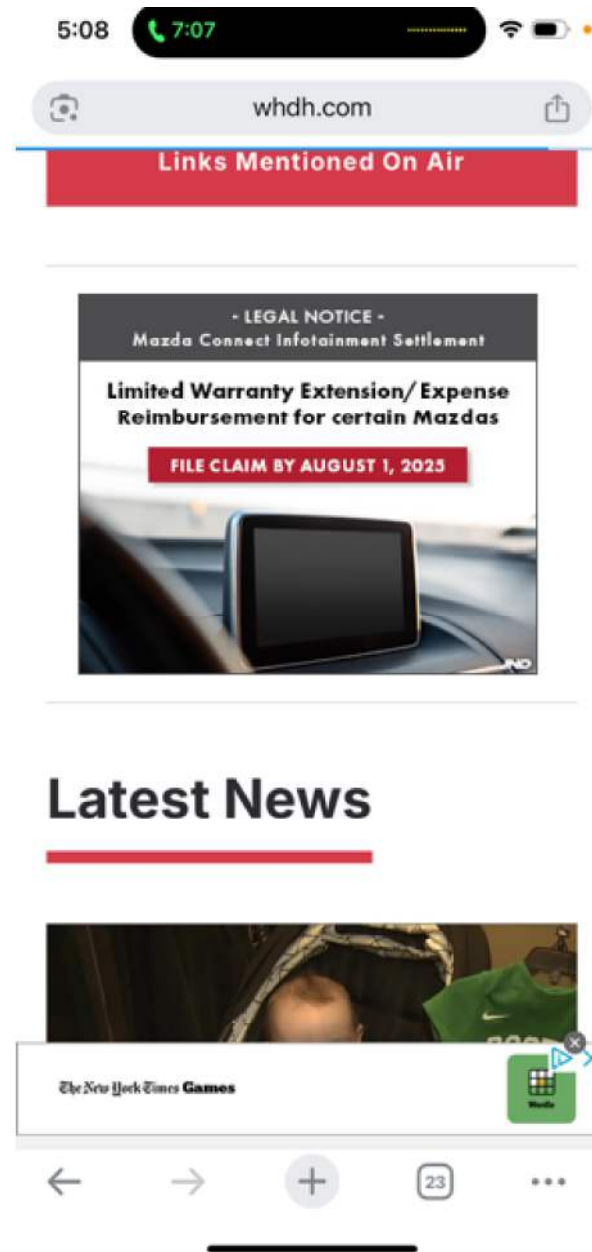
**Weather** Jupiter


**82°**  
Mostly cloudy, feels like 90°

TODAY	SAT	SUN	MON
			
82° 72°	85° 72°	87° 71°	85° 73°

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LEGAL NOTICE


Mazda Connect Infotainment Settlement

Limited Warranty Extension/Expense Reimbursement for certain Mazdas

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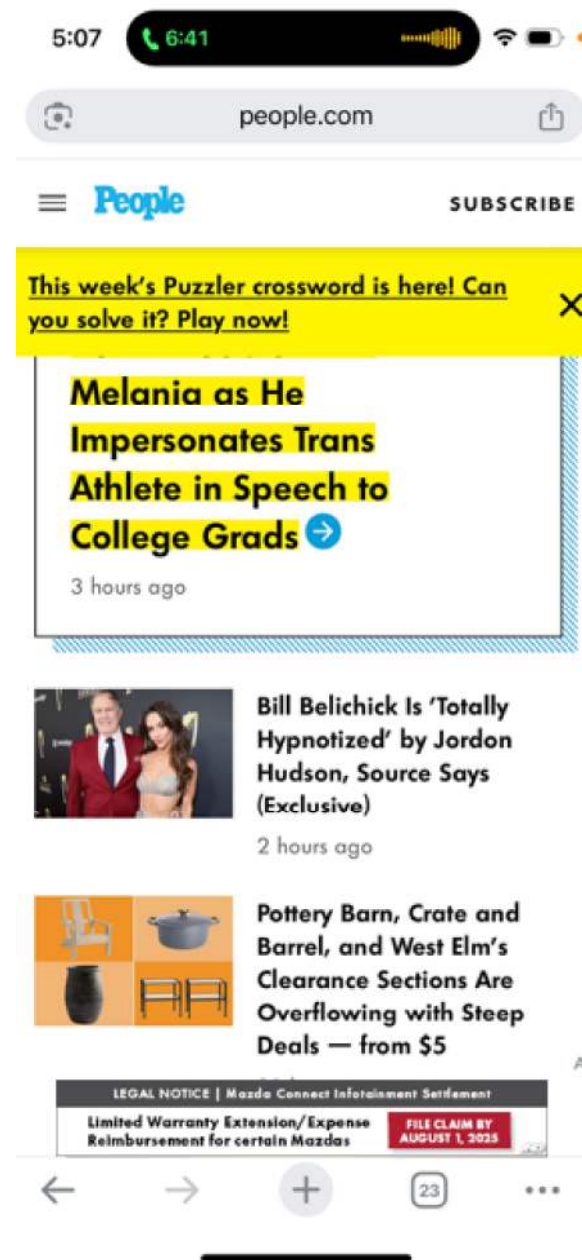
**- LEGAL NOTICE -**  
Mazda Connect  
Infotainment Settlement

**Limited Warranty  
Extension/Expense  
Reimbursement for  
certain Mazdas**

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# MAZDA CONNECT INFOTAINMENT SYSTEM SETTLEMENT




If you have **OR** had problems with the infotainment system on certain Mazda vehicles, you may get benefits



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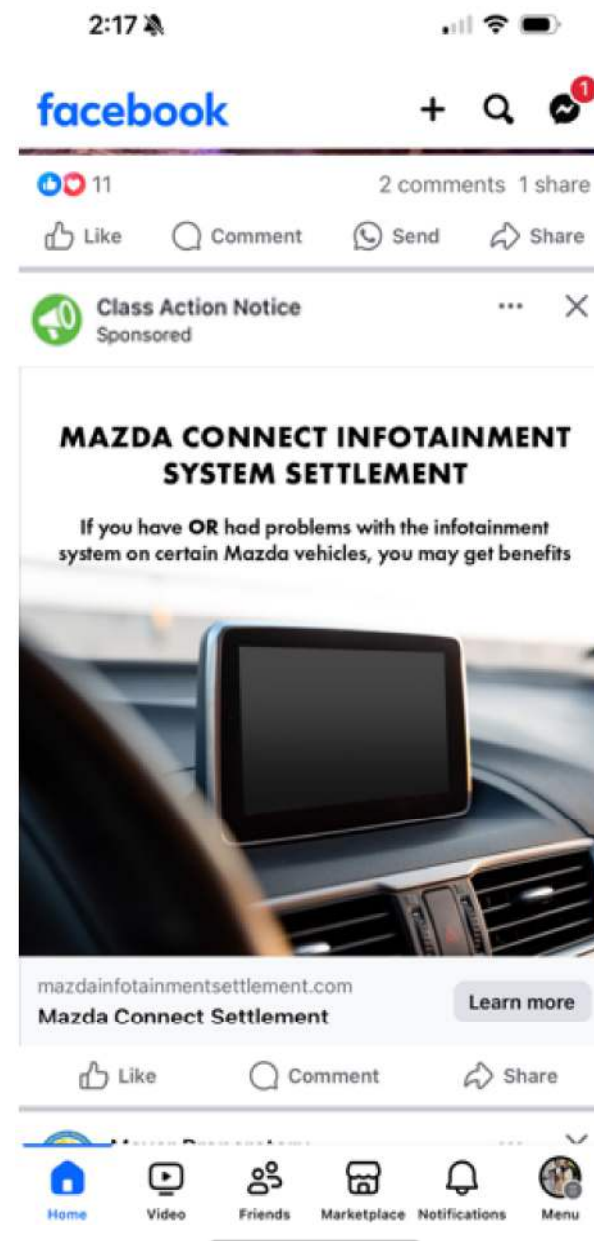
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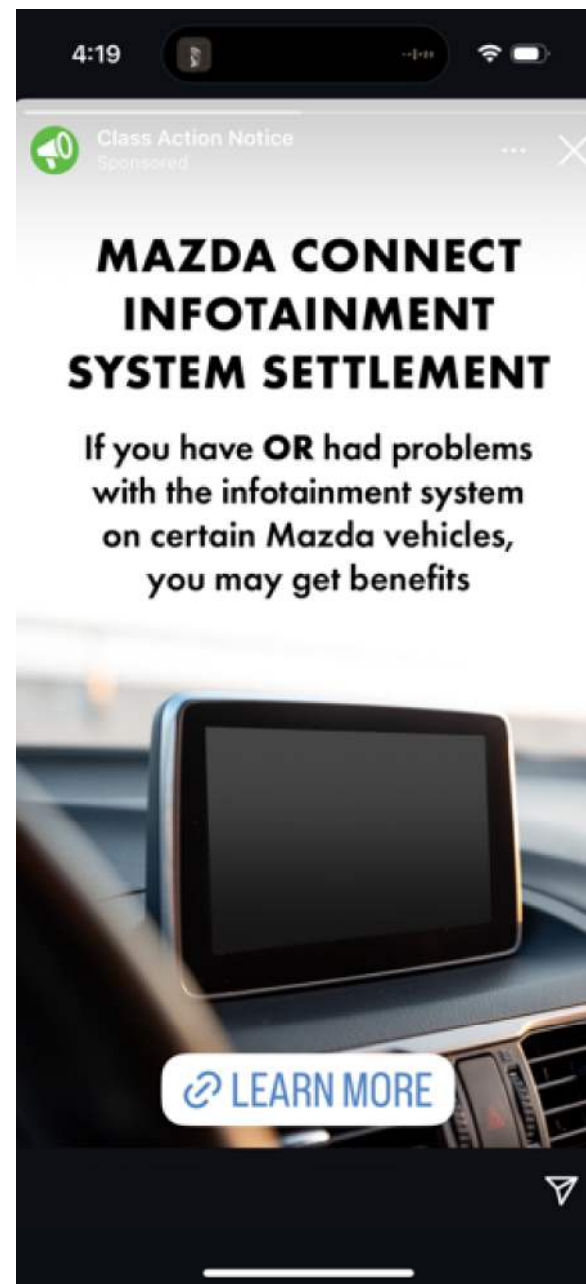














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- LEGAL NOTICE -

Mazda Connect Infotainment Settlement

Limited Warranty Extension/Expense  
Reimbursement for certain Mazdas

FILE CLAIM BY AUGUST 1, 2025

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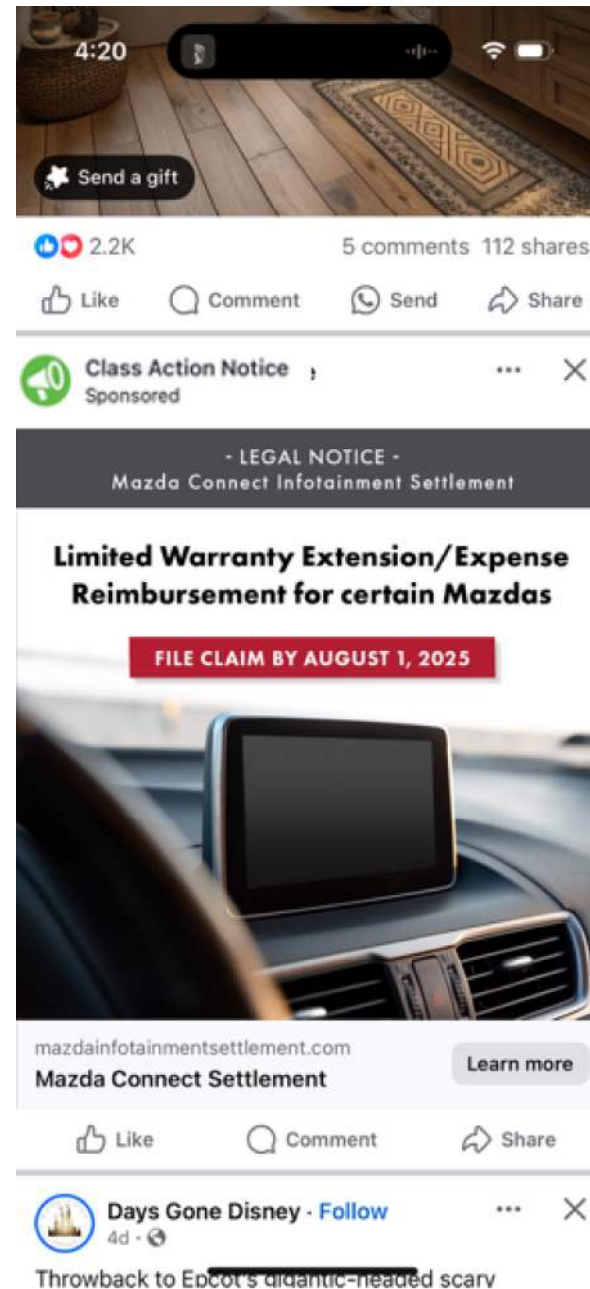
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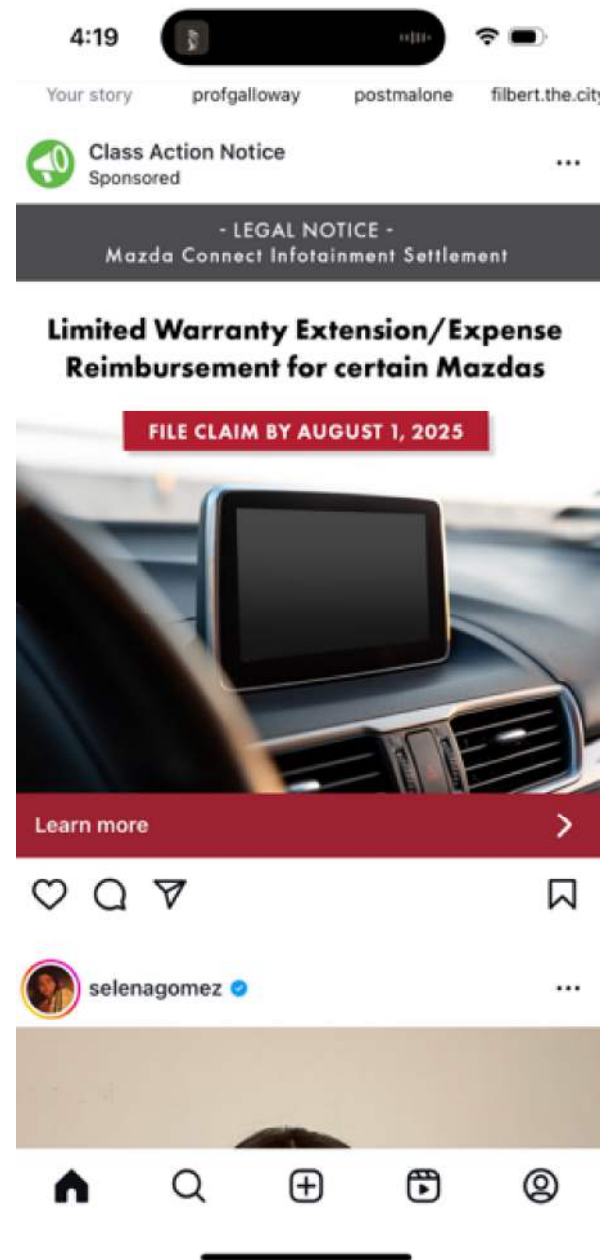




EXHIBIT D



**From:** Class Action Lawsuits <Broadcast@Safe-Mail-Sender.com>  
**Sent:** Tuesday, May 6, 2025 6:01 AM  
**To:**  
**Subject:** Rachel, Mazda Connect Infotainment System Settlement

Rachel, File a claim for the Mazda Connect Infotainment System Settlement Today!

**COURT APPROVED LEGAL NOTICE**

**As a result of the Mazda Connect Infotainment System Class Action Settlement, you will receive a Limited Warranty Extension on certain covered components and may be eligible for reimbursement of certain out-of-pocket expenses**

*A federal court authorized this Notice. This is not a solicitation from a lawyer.*

Questions? [www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com) (844) 552-0064

A proposed Settlement arising out of an alleged vehicle defect concerning malfunctioning of the Mazda Connect infotainment system in certain Mazda vehicles has been reached in *Duffy, et al. v. Mazda Motor of America, Inc.*, Case No. 3:24-cv-388-BJB (W.D. Ky.).

**Who is Included?**

Settlement Class Members include all persons residing in the United States and its territories who currently own or lease, or previously owned or leased, a Settlement Class Vehicle equipped with a Mazda Connect infotainment system. Settlement Class Vehicles include: Mazda2 2016–2022; Mazda3 2014–2018; Mazda6 2016–2021; Mazda CX-3 2016–2021; Mazda CX-5 2016–2020; Mazda CX-9 2016–2020; and Mazda MX-5 2016–2023.

**What does the Settlement Provide?**

- 1) **Limited Warranty Extension (LWE):** All current owners or lessees of Settlement Class Vehicles will automatically receive a LWE for potential software updates or necessary connectivity master unit (CMU) repairs or replacements for a period of 24 months from either the expiration of the New Vehicle Limited Warranty, or for Settlement Class Vehicles for which the New Vehicle Limited Warranty has expired, the Limited Warranty Extension will run from February 17, 2025.
- 2) **Reimbursements for Out-of-Pocket Expenses:** You may be entitled to reimbursement for any Software Updates for Mazda Connect and any repair and/or replacement expenses you incurred for the CMU, an SD Card, the Display, and the Rear-view Camera.

**How To Get Benefits.**

You must complete and file a Claim Form online or by mail postmarked by **August 1, 2025**, including required Proof of Expenses documentation. You can file your claim online at [www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com) or by clicking the link below.

**[FILE A CLAIM](#)**



You may also get a paper Claim Form at [www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com), or by calling toll-free (844) 552-0064, and submit it by mail.

**Your Other Options.**

If you do not want to be legally bound by the Settlement, you must exclude yourself by **July 2, 2025**. If you do not exclude yourself, you will release any claims you may have against Mazda or Released Parties (as defined in the Settlement Agreement) related to the issues more fully described in the Settlement Agreement, available at [www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com). If you do not exclude yourself, you may object to the Settlement by **July 2, 2025**.

**The Final Approval Hearing.**

The Court has scheduled a hearing in this case, *Duffy, et al. v. Mazda Motor of America, Inc.*, Case No. 3:24-cv-388-BJB in the Western District of Kentucky for July 28, 2025, to consider whether to approve the Settlement, any requested Service Awards, attorneys' fees, costs, and expenses, as well as any objections. You or your attorney may attend and ask to appear at the hearing, but you are not required to do so. The hearing may be held remotely, so please check [www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com) for those details.

**More Information.**

Complete information about your rights and options, as well as the Claim Form, the Long Form Notice, and the Settlement Agreement, are available at [www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com), or by calling toll free (844) 552-0064.

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**From:** Class Action Lawsuits <Broadcast@Safe-Mail-Sender.com>  
**Sent:** Tuesday, May 13, 2025 6:01 AM  
**To:**  
**Subject:** Rachel, Mazda Connect Infotainment System Settlement

Rachel, File a claim for the Mazda Connect Infotainment System Settlement Today!

COURT APPROVED LEGAL NOTICE

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Questions? [www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com) (844) 552-0064

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**How To Get Benefits.**

You must complete and file a Claim Form online or by mail postmarked by **August 1, 2025**, including required Proof of Expenses documentation. You can file your claim online at [www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com) or by clicking the link below.

FILE A CLAIM



You may also get a paper Claim Form at [www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com), or by calling toll-free (844) 552-0064, and submit it by mail.

**Your Other Options.**

If you do not want to be legally bound by the Settlement, you must exclude yourself by **July 2, 2025**. If you do not exclude yourself, you will release any claims you may have against Mazda or Released Parties (as defined in the Settlement Agreement) related to the issues more fully described in the Settlement Agreement, available at [www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com). If you do not exclude yourself, you may object to the Settlement by **July 2, 2025**.

**The Final Approval Hearing.**

The Court has scheduled a hearing in this case, *Duffy, et al. v. Mazda Motor of America, Inc.*, Case No. 3:24-cv-388-BJB in the Western District of Kentucky for July 28, 2025, to consider whether to approve the Settlement, any requested Service Awards, attorneys' fees, costs, and expenses, as well as any objections. You or your attorney may attend and ask to appear at the hearing, but you are not required to do so. The hearing may be held remotely, so please check [www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com) for those details.

**More Information.**

Complete information about your rights and options, as well as the Claim Form, the Long Form Notice, and the Settlement Agreement, are available at [www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com), or by calling toll free (844) 552-0064.

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EXHIBIT E

# NOTICE OF MAZDA CONNECT INFOTAINMENT SYSTEM CLASS ACTION SETTLEMENT

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NEWS PROVIDED BY  
**JND Legal Administration →**  
May 05, 2025, 09:17 ET

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SEATTLE, May 5, 2025 /PRNewswire/ -- **JND Legal Administration**

A proposed Settlement arising out of an alleged vehicle defect concerning malfunctioning of the Mazda Connect infotainment system in certain Mazda vehicles has been reached in *Duffy, et al. v. Mazda Motor of America, Inc.*, Case No. 3:24-cv-388-BJB (W.D. Ky.).

**Who is Included?** Settlement Class Members include all persons residing in the United States and its territories who currently own or lease, or previously owned or leased, a Settlement Class Vehicle equipped with a Mazda Connect infotainment system. Settlement Class Vehicles include: Mazda2 2016-2022; Mazda3 2014-2018; Mazda6 2016-2021; Mazda CX-3 2016-2021; Mazda CX-5 2016-2020; Mazda CX-9 2016-2020; and Mazda MX-5 2016-2023.

**What does the Settlement Provide?**

1. **Limited Warranty Extension (LWE):** All current owners or lessees of Settlement Class Vehicles will automatically receive a LWE for potential software updates or necessary connectivity master unit (CMU) repairs or replacements for a period of 24 months from either the expiration of the New Vehicle Limited Warranty, or for Settlement Class Vehicles for which the New Vehicle Limited Warranty has expired, the Limited Warranty Extension will run from February 17, 2025.

2. **Reimbursements for Out-of-Pocket Expenses:** You may be entitled to reimbursement for any Software Updates for Mazda Connect and any repair and/or replacement expenses you incurred for the CMU, an SD Card, the Display, and the Rear-view Camera.

**How To Get Benefits:** You must complete and file a Claim Form online or by mail postmarked by **August 1, 2025**, including required Proof of Expenses documentation. You can file your claim online at [www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com). You may also get a paper Claim Form at the website, or by calling toll-free (844) 552-0064, and submit it by mail.

#### **Your Other Options.**

- If you do not want to be legally bound by the Settlement, you must exclude yourself by **July 2, 2025**. If you do not exclude yourself, you will release any claims you may have against Mazda or Released Parties (as defined in the Settlement Agreement) related to the issues more fully described in the Settlement Agreement, available at [www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com).
- If you do not exclude yourself, you may object to the Settlement by **July 2, 2025**.

**The Final Approval Hearing.** The Court has scheduled a hearing in this case, *Duffy, et al. v. Mazda Motor of America, Inc.*, Case No. 3:24-cv-388-BJB in the Western District of Kentucky for **July 28, 2025**, to consider whether to approve the Settlement, any requested Service Awards, attorneys' fees, costs, and expenses, as well as any objections. You or your attorney may attend and ask to appear at the hearing, but you are not required to do so. The hearing may be held remotely, so please check [www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com) for those details.

**More Information.** Complete information about your rights and options, as well as the Claim Form, the Long Form Notice, and the Settlement Agreement, are available at [www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com), or by calling toll free (844) 552-0064.



**EXHIBIT F**

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*Duffy, et al. v. Mazda Motor of America, Inc.,*  
Case No. 3:24-cv-388-BJB (W.D. Ky.)

**NOTICE OF MAZDA CONNECT INFOTAINMENT  
SYSTEM CLASS ACTION SETTLEMENT**

*A federal court authorized this notice. This notice has been approved by a federal court.*

**THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.**

*Para una notificación en Español, llamar 1-844-552-0064 o visitar nuestro sitio web  
www.MazdaInfotainmentSettlement.com.*

- A proposed Class Action Settlement has been reached with Mazda Motor of America, Inc. dba Mazda North American Operations (“Mazda”). If you are an individual who purchased or leased certain Mazda vehicle models (listed below) in the United States or its territories, you may be entitled to benefits afforded by the Settlement.
- The proposed class action, pending in the Western District of Kentucky, is captioned as *Duffy, et al. v. Mazda Motor of America, Inc.*, Case No. 3:24-cv-388-BJB (W.D. Ky.) (the “Litigation”). The Parties have agreed to a proposed class Settlement of the Litigation. The Court has preliminarily approved the Settlement, and the Plaintiffs will request that the Court grant final approval to it. As a Settlement Class Member, you have various options that you may exercise before the Court decides whether to grant final approval to the Settlement.
- Under the Settlement, Defendant has agreed to provide Class Members with 1) a 24-month extension of your vehicle’s warranty covering Software Updates and any necessary repair or replacement of the Vehicles’ Connectivity Master Unit (CMU) (the “Limited Warranty Extension” or “LWE”); and 2) reimbursement of certain past Out-of-Pocket Expenses relating to the CMU, Software Updates, SD Card, Display, or Rear-view Camera in the Vehicles.
- To receive reimbursement of eligible Out-of-Pocket Expenses, you must submit a Claim Form and supporting documents (i.e., Proof of Expenses) **by no later than August 01, 2025**. You can complete and submit a Claim Form and upload documents, or obtain a copy of the Claim Form, on the Settlement Website at [www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com). You do not need to submit a Claim Form to receive the Limited Warranty Extension benefit.
- This notice explains the Litigation, the proposed Settlement, your legal rights and options, available benefits, who is eligible for and how to obtain the benefits, and applicable dates, time deadlines and procedures.
- Your legal rights are affected whether you act or do not act. **You should read this entire notice carefully.**

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:**

<b>FILE A CLAIM FORM FOR CASH REIMBURSEMENT</b>	Submitting a Claim Form is the only way that you can receive any Reimbursements for Out-of-Pocket Expenses as part of this Class Action Settlement. You do not need to submit a claim form to receive the 24-month Limited Warranty Extension.
<b>DEADLINE: AUGUST 01, 2025</b>	If you submit a Claim Form, you will give up the right to sue Mazda and certain Released Parties in a separate lawsuit about the legal claims this Settlement resolves.
<b>OBTAIN LIMITED WARRANTY EXTENSION</b>	You do not need to do anything to ensure coverage under the 24-month Limited Warranty Extension. If a problem arises with the Software or CMU in your Mazda Connect system, simply take your vehicle to an Authorized Mazda Dealer.

**This Settlement affects your legal rights even if you do nothing.**  
**Questions? Go to [www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com) or call 1-844-552-0064.**



<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>EXCLUDE YOURSELF FROM THIS SETTLEMENT</b>  <b>DEADLINE:</b> <b>JULY 02, 2025</b>	<p>This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Mazda, or certain Released Parties (as defined in the Settlement Agreement), for the claims this Settlement resolves.</p> <p>If you exclude yourself, you will give up the right to receive any Settlement Benefits from this Settlement.</p>
<b>OBJECT TO OR COMMENT ON THE SETTLEMENT</b>  <b>DEADLINE:</b> <b>JULY 02, 2025</b>	<p>You may object to the Settlement by writing to the Court informing it why you do not think the Settlement should be approved. You can also write the Court to provide comments or reasons why you support the Settlement. You will still be bound by the Settlement if it is approved, and you will not be allowed to exclude yourself from the Settlement.</p> <p>If you object, you may also file a Claim Form to receive Settlement Benefits, but you will give up the right to sue Mazda and the Released Parties in a separate lawsuit about the legal claims this Settlement resolves.</p>
<b>GO TO THE FINAL APPROVAL HEARING</b>  <b>DATE:</b> <b>JULY 28, 2025</b>	<p>You may attend the Final Approval Hearing where the Court may hear arguments concerning approval of the Settlement. If you wish to speak at the Final Approval Hearing, you must make a request to do so in your written objection or comment. You are <u>not</u> required to attend the Final Approval Hearing.</p>
<b>DO NOTHING</b>	<p>If you do nothing, you will receive the automatic benefit of the Limited Warranty Extension, you will not receive any of the monetary Settlement Benefits, and you will give up your rights to sue Mazda and certain Released Parties for the claims this Settlement resolves.</p>

- These rights and options—and the deadlines to exercise them—are explained in this long-form Class Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. No Settlement Benefits or payments will be provided unless the Court approves the Settlement, and it becomes final.

### **BASIC INFORMATION**

#### **1. Why did I get this Notice?**

A court authorized this notice because you have the right to know about the proposed Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval of the Settlement. This notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The case is known as *Duffy, et al. v. Mazda Motor of America, Inc.*, Case No. 3:24-cv-388-BJB (W.D. Ky.), before Judge Benjamin Beaton. The people who filed this lawsuit are called the “Plaintiffs” and the company they sued, Mazda Motor of America, Inc., is called the “Defendant.” The Plaintiffs and the Defendant agreed to this Settlement. The court has not made a decision about whether either side is right or wrong.

#### **2. What vehicles are covered by the Settlement?**

- Mazda2 model years 2016–2022;
- Mazda3 model years 2014–2018;
- Mazda6 model years 2016–2021;
- CX-3 model years 2016–2021;
- CX-5 model years 2016–2020;
- CX-9 model years 2016–2020; and
- MX-5 model years 2016–2023.

**This Settlement affects your legal rights even if you do nothing.**  
**Questions? Go to [www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com) or call 1-844-552-0064.**

**3. What is the lawsuit about?**

Plaintiffs allege that the Mazda Connect Infotainment system in the Class Vehicles has technical glitches that cause it to reboot, freeze, become non-responsive, get stuck in a never-ending bootloop process, have unexpected audio or video errors, or otherwise malfunction. Mazda denies these allegations and denies that the Mazda Connect system is defective.

Under the Settlement, Mazda has agreed to provide (1) a Limited Warranty Extension (LWE); and (2) reimbursements for Out-of-Pocket Expenses. Mazda has also agreed to pay for the costs of the settlement administration and class notice, Court-approved Service Awards for the named Plaintiffs, Class Counsel's attorneys' fees, and Class Counsel's litigation costs and expenses.

**4. Why is this a class action?**

In a class action, one or more people called the "class representatives" sue on behalf of all people who have similar claims. Together all these people are called a "Class" or "Class Members." One court resolves the issues for all Class Members, except for those Class Members who exclude themselves from the Class.

The class representatives in this case (also referred to as the Named Plaintiffs) are Catherine Duffy, Matthew Edlin, Lawrence Mulcahy, and Paula Hall.

**5. Why is there a settlement?**

The class representatives and Mazda do not agree about the claims made in this Litigation. The Litigation has not gone to trial, and the Court has not decided in favor of the class representatives or Mazda. Instead, the class representatives and Mazda have agreed to settle the Litigation. The class representatives and the attorneys for the Settlement Class (i.e., Class Counsel) believe the Settlement is best for all Settlement Class Members because of the risks and uncertainty associated with continued litigation and the nature of the defenses raised by Mazda.

**WHO IS INCLUDED IN THE SETTLEMENT**

**6. How do I know if I am part of the Settlement?**

The Court has decided that everyone who fits the following description is a Settlement Class Member:

All persons residing in the United States and United States territories who currently own or lease, or previously owned or leased a Settlement Class Vehicle originally purchased or leased in the continental United States, Hawaii, Alaska, or any United States Territory. Class Vehicles include: Mazda2 2016–2022; Mazda3 2014–2018; Mazda6 2016–2021; Mazda CX-3 2016–2021; Mazda CX-5 2016–2020; Mazda CX-9 2016–2020; and Mazda MX-5 2016–2023.

If you did not receive a notification of the Settlement in the mail but believe you are a Class Member, or if you have any questions about your eligibility to participate in the Settlement, you may contact the Settlement Administrator.

**7. What if I am still not sure whether I am part of the Settlement?**

If you are still not sure whether you are a Settlement Class Member, you may go to the Settlement Website at [www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com), or call the Settlement Administrator's toll-free number at 1-844-552-0064.

**THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY**

**8. What does the Settlement provide?**

The Settlement provides two benefits to Settlement Class Members: (1) a Limited Warranty Extension (LWE), and (2) Reimbursement for certain incurred Out-of-Pocket Expenses, subject to Proof of Expenses, as described below.

**A. Limited Warranty Extension (LWE)**

Settlement Class Members who are current owners or lessees of a Class Vehicle will automatically receive the LWE. Under the LWE, you may be entitled to receive potential software updates for Mazda Connect and (if recommended by the

Authorized Mazda Dealer who performs the Update), repair or replacement for the CMU for Settlement Class Vehicles. The LWE provides a 24-month warranty extension with no mileage limitation for the extension period.

The warranty extension applies to Class Vehicles that are both within and outside of coverage under Mazda's 3-year / 36,000-mile manufacturer New Vehicle Limited Warranty (NVLW) as of, February 17, 2025, the date of preliminary approval of the Settlement. For Vehicles still within the NVLW as of that date, the LWE would be added to and run from the expiration of the NVLW. For Vehicles whose NVLW is expired as of the date of preliminary approval, the LWE runs from the date of preliminary approval.

The LWE is fully transferable to subsequent owners during the term of the 24-month LWE.

#### **B. Reimbursements for Out-of-Pocket Expenses**

Settlement Class Members may submit a Claim Form for reimbursement of the following Out-of-Pocket Expenses as part of this Class Action Settlement:

- (1) **Software Updates for Mazda Connect.** Settlement Class Members who previously incurred Out-of-Pocket Expenses for any Software Updates to Mazda Connect.
- (2) **CMU.** Settlement Class Members who previously incurred Out-of-Pocket Expenses for repair or replacement of the CMU.
- (3) **SD Card.** Settlement Class Members who incurred Out-of-Pocket Expenses for an SD Card repair or replacement.
- (4) **Display.** Settlement Class Members who incurred Out-of-Pocket Expenses for a repair or replacement of the display.
- (5) **Rear-view Camera.** Settlement Class Members who incurred Out-of-Pocket Expenses for a repair or replacement of the Rear-view Camera.\*

*\* Mazda3 2014–2018 5-door hatchbacks and Mazda CX-3 2016–2021 vehicles covered by a voluntary recall with the National Highway Traffic Safety Administration (Part 573 Safety Recall Report 23V-487 (July 14, 2023)) are expressly excluded from reimbursement for Out-of-Pocket Expenses for a repair or replacement of the Rear-view Camera only because those vehicles and attendant expenses are already covered by that recall.*

Settlement Class Members who incurred one or more of these Out-of-Pocket Expenses at an Authorized Mazda Dealer will be eligible for full reimbursement. For Settlement Class Members who incurred one or more the Out-of-Pocket Expenses listed above, which were made at or through any other facility that is not an Authorized Mazda Dealer, Settlement Class Members may be eligible for reimbursement under the following conditions:

- (1) Verified Mazda OEM Parts were used;
- (2) Labor costs did not exceed the then-current Mazda national warranty labor rate for the Mazda-approved time allowed for said repair; and
- (3) Allowable reimbursements will be capped on a per-vehicle basis at the amount of \$1,750.

Claims for reimbursement must be supported by Proof of Expenses. Proof of Expenses means an original invoice, legible photocopy thereof, or other record, or some combination thereof, identifying the Out-of-Pocket Expenses paid by a Settlement Class Member. Sufficient proof should consist of one or more contemporaneous writings, including but not limited to third-party receipts, invoices, and repair orders, or bills, which, either individually or collectively, prove the existence of the Out-of-Pocket Expenses and the attendant amount.

To receive the reimbursement for Out-of-Pocket Expenses as part of this Class Action Settlement, you must submit a completed Claim Form electing to receive the reimbursement option. If you file a Claim Form for a reimbursement that is rejected by the Settlement Administrator and you do not correct it, your Claim Form will be considered ineligible.

#### **9. What am I giving up to get a Settlement Benefit or stay in the Class?**

Unless you exclude yourself, you are choosing to remain in the Class. If the Settlement is approved and becomes final, all the Court's orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against Mazda and the Released Parties about the legal issues in this Litigation, resolved by this Settlement, and released by the Class Action Settlement Agreement and Release. The specific rights you are giving up are called Released Claims (*see* next question).

**This Settlement affects your legal rights even if you do nothing.  
Questions? Go to [www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com) or call 1-844-552-0064.**

## **10. What are the Released Claims?**

In exchange for the Settlement, Settlement Class Members agree to release Mazda and its parent (Mazda Motor Corporation), subsidiaries, affiliates and related entities and all of its past and present directors, officers, employees, partners, principals, agents, and each of their predecessors, successors, parents, subsidiaries, divisions, joint ventures, attorneys, insurers, reinsurers, assigns, related or affiliated entities, Authorized Mazda Dealers, distributors, suppliers, and any members of their immediate families, and any trust for which any of them are trustees, settlers, or beneficiaries, from any and all claims, actions, causes of action, counterclaims, demands (including, without limitation, demands for arbitration), actions, suits, causes of action, allegations of wrongdoing, liabilities, rights, demands, suits, debts, liens, contracts, agreements, offsets or liabilities, including but not limited to tort claims, claims for breach of contract, breach of the duty of good faith and fair dealing, breach of statutory duties, actual or constructive fraud, misrepresentations, fraudulent inducement, statutory and consumer fraud, breach of fiduciary duty, unfair business or trade practices, restitution, rescission, compensatory and punitive damages, injunctive or declaratory relief, attorneys' fees, interests, costs, penalties and any other claims, whether known or unknown, alleged or not alleged in the Litigation, suspected or unsuspected, contingent or matured, under federal law, state law, common law, or local law, which the Named Plaintiffs and/or any Settlement Class Member had, have, or may in the future have, with respect to any conduct, act, omissions, facts, matters, transactions or oral or written statements or occurrences relating to or arising out of the alleged claims as asserted, or as could have been asserted, in the Litigation or any other proceedings, and that relate to a Mazda Connect infotainment system and that are based on the same factual predicate asserted in the complaint filed in the Litigation, including via the use of a class action procedural device by the Named Plaintiffs and/or Settlement Class Members whether at law or equity, against MNAO and all the Releasees for injunctive relief, declaratory relief, and economic injury or damages. The Released Claims do not include claims for personal injury or wrongful death.

More information is provided in the Class Action Settlement Agreement and Release, which is available at [www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com).

## **HOW TO GET SETTLEMENT BENEFITS—SUBMITTING A CLAIM FORM**

### **11. How do I make a claim for Settlement Benefits?**

You must complete and submit a Claim Form by **August 01, 2025**. Claim Forms may be submitted online at [www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com) or printed from the Settlement Website and mailed to the Settlement Administrator at the address on the form. Claim Forms are also available by calling 1-844-552-0064 or by writing to [info@MazdaInfotainmentSettlement.com](mailto:info@MazdaInfotainmentSettlement.com). The quickest way to file a Claim is online.

You may submit a claim for reimbursement for Out-of-Pocket Expenses by submitting a Claim Form and supporting Proof of Expenses on the Settlement Website, or by downloading, printing, and completing a Claim Form and mailing it along with supporting Proof of Expenses to the Settlement Administrator.

### **12. How do I get coverage under the Limited Warranty Extension (LWE)?**

You do not need to take any action now to qualify for coverage under the LWE. Current owners or lessees of a Settlement Class Vehicle will automatically receive the LWE benefit. If you experience issues or problems with your Mazda Connect Software during the 24-month Limited Warranty Extension please bring the vehicle to an Authorized Mazda Dealer for service.

### **13. How do I make a claim for Reimbursements for Out-of-Pocket Expenses?**

Mazda will reimburse Settlement Class Members for parts and labor paid by the Settlement Class Member for qualifying repairs involving repairs due to issues with the Mazda Connect infotainment system that were not covered by the Subject Vehicle's warranty or LWE. If the replacement was performed by an Authorized Mazda Dealer, the full amount the Class Member paid will be reimbursed. If the replacement was performed by a non-Mazda automotive repair facility, Mazda will reimburse actual costs for parts and labor paid under the following conditions: (1) Verified Mazda original equipment manufacturer (OEM) parts were used; (2) Labor costs do not exceed the then-current Mazda national warranty labor rate for the Mazda-approved time allowed for said repair; and (3) Allowable reimbursements will be capped on a per-vehicle basis at \$1,750.

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Questions? Go to [www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com) or call 1-844-552-0064.**

To file a claim for reimbursement for Out-of-Pocket Expenses, you must submit a valid Claim Form electing to receive reimbursement. To submit a Claim for reimbursement for Out-of-Pocket Expenses as part of this Class Action Settlement, you may either complete a Claim Form on the Settlement Website or print and mail a completed Claim Form to the Settlement Administrator, postmarked on or before **August 01, 2025**.

Instructions for filling out a Claim for reimbursement is included on the Claim Form. You may access the Claim Form at [www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com).

**14. What happens if my contact information changes after I submit a claim?**

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by calling 1-844-552-0064, by emailing [info@MazdaInfotainmentSettlement.com](mailto:info@MazdaInfotainmentSettlement.com) or by writing to the following address:

Mazda Infotainment Settlement  
c/o JND Legal Administration  
PO Box 91494  
Seattle, WA 98111

**15. When and how will I receive the Settlement Benefits I claim from the Settlement?**

Class Counsel will apply to the Court for an award of attorneys' fees and reimbursement of litigation costs and expenses in an amount not to exceed \$1,900,000.00. Any award of attorneys' fees and costs will be paid by Mazda separately from and in addition to any relief provided to the Settlement Class. Additionally, Class Counsel will apply to the Court for payments to each of the class representatives for their service to the Class, in the amount of \$4,000 to Catherine Duffy and \$2,500 each to Matthew Edlin, Lawrence Mulcahy, and Paula Hall. Any award of payments to the class representatives will be paid by Mazda separately from and in addition to any relief provided to the Settlement Class. Class Counsel's motion for an award of Attorneys' Fees and Expenses and for class representative payments will be posted on the Settlement Website, [www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com), after it is filed with the Court. The approval process may take time.

Please be patient and check [www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com) for updates.

**THE LAWYERS REPRESENTING YOU**

**16. Do I have a lawyer in this case?**

You do not need to hire an attorney, but you can if you want to. You, and the entire Class, are already represented by a group of attorneys listed below, who are known as Class Counsel. You do not have to pay for Class Counsel's services. You may contact Class Counsel if you have any questions about this Notice or Settlement, but **please do not contact the Court.**

Benjamin F. Johns  
SHUB JOHNS & HOLBROOK LLP  
Four Tower Bridge  
200 Barr Harbor Drive, Suite 400  
Conshohocken, PA 19428  
Phone: 610-477-8380

Andrew W. Ferich  
AHDOOT & WOLFSON, PC  
201 King of Prussia Road, Suite 650  
Radnor, PA 19087  
Phone: 310-474-9111

**17. How will Class Counsel be paid?**

Class Counsel will file a motion asking the Court to award them attorneys' fees and reimbursement of litigation costs and expenses in an amount not to exceed \$1,900,000.00. They will also ask the Court to approve Service Awards to each of the Named Plaintiffs for participating in this Litigation and for their efforts in achieving the Settlement, as noted above.

Class Counsel's application for attorneys' fees, litigation costs and expenses, and Service Awards will be made available on the Settlement Website at [www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com) before the deadline for you to comment or object to the Settlement. You can request a copy of the application by contacting the Settlement Administrator at [info@MazdaInfotainmentSettlement.com](mailto:info@MazdaInfotainmentSettlement.com) or by phone at 1-844-552-0064.

**This Settlement affects your legal rights even if you do nothing.  
Questions? Go to [www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com) or call 1-844-552-0064.**



### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you are a Class Member and want to keep any right you may have to sue or continue to sue Mazda and/or the Released Parties on your own based on the claims raised in this Litigation or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from—or “opting out” of—the Settlement.

#### **18. How do I get out of the Settlement?**

You can choose not to be part of the Settlement and the Settlement Class. This is called “excluding yourself” or “opting out.” If you exclude yourself from the Settlement, you will not be entitled to receive the Settlement Benefits. However, you will not be bound by any judgment or settlement of the Litigation and will keep your right to sue Mazda independently and at your own expense over any claims you may have.

The Request for Exclusion must be postmarked or received by the Settlement Administrator at the address below no later than **July 02, 2025**:

Mazda Infotainment Settlement  
c/o JND Legal Administration  
PO Box 91494  
Seattle, WA 98111

You cannot exclude yourself by telephone or by email.

#### **19. How can I exclude myself from the Settlement?**

To exclude yourself from the Settlement, you must mail the Settlement Administrator a Request for Exclusion that contains the following information:

- (1) The name of the lawsuit: *Duffy, et al. v. Mazda Motor of America, Inc.*, Case No. 3:24-cv-388-BJB;
- (2) Your full name, current address and telephone number;
- (3) The approximate date of acquisition and VIN for the Settlement Class Vehicle;
- (4) A clear statement of your intent to exclude yourself from the Settlement (for example, “Please exclude me from the ‘Mazda Connect Infotainment System Class Action Settlement’”); and
- (5) Your signature and the date you signed it. You must send your request for exclusion postmarked no later than **July 02, 2025** to the address below:

Mazda Infotainment Settlement  
c/o JND Legal Administration  
PO Box 91494  
Seattle, WA 98111

If you do not follow these procedures and deadlines to exclude yourself from the Settlement, you will remain a Settlement Class Member and forfeit any opportunity to exclude yourself from the Settlement.

This means that your rights will be determined in this lawsuit by the Settlement Agreement if it receives final approval from the Court.

Requests for exclusion will be permitted by individual Class Members only; proposed group or mass opt-outs will be deemed to be submitted on behalf of the individual signing the form.

#### **20. If I do not exclude myself, can I sue Mazda for the same thing later?**

No. Unless you timely exclude yourself, you give up any right to sue Mazda and Released Parties for the claims that this Settlement resolves. You must exclude yourself from this Litigation to start or continue with your own lawsuit or be part of any other lawsuit against Mazda or any of the Released Parties. If you have a pending lawsuit that may relate to this Settlement, speak to your lawyer in that case immediately.

**This Settlement affects your legal rights even if you do nothing.  
Questions? Go to [www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com) or call 1-844-552-0064.**

**OBJECT TO OR COMMENT ON THE SETTLEMENT**

**21. How do I tell the Court that I do not like the Settlement?**

You can ask the Court to deny approval of the Settlement by filing an objection. You cannot ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no Settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the proposed Settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

All written objections and supporting papers must:

- (1) identify the case name and number: *Duffy, et al. v. Mazda Motor of America, Inc.*, Case No. 3:24-cv-388-BJB;
- (2) state the Class Member's full name, current mailing address, and telephone number;
- (3) include written proof establishing that he or she is a Class Member (e.g., a true copy of a vehicle title, registration, lease document, or other document reflecting current or former ownership or lease);
- (4) include a written statement of the objection(s), which must include a statement as to whether it applies only to the objector, a specific subset of the Settlement Class, or to the entire Settlement Class, and also state with specificity the grounds for the objection, including any evidence and legal authority the Class Member wishes to bring to the Court's attention;
- (5) provide copies of any documents the objector wants the Court to consider;
- (6) include a statement as to whether the Class Member intends to appear at the Final Approval Hearing; and
- (7) submit a list of all other objections submitted by the objector or the objector's counsel to any class action settlements submitted in any state or federal court in the United States in the previous 5 years. Each case identified should include the caption, docket number, and name of the court in which it was pending. If the Class Member or his or her counsel has not objected to any other class action settlement in the United States in the previous five years, the objector shall affirmatively so state in the objection.

If the objector is represented by counsel, the objection must be filed with the Court via the Court's electronic filing system.

If the objector is not represented by counsel, he or she must send the objection to the Settlement Administrator via first-class mail, postage prepaid, at **Mazda Infotainment Settlement, c/o JND Legal Administration, PO Box 91494, Seattle, WA 98111**. He or she must also serve the objection by first-class mail, postage prepaid, upon the following:

<b>Plaintiffs' Counsel:</b>	<b>Mazda's Counsel:</b>
Benjamin F. Johns SHUB JOHNS & HOLBROOK LLP Four Tower Bridge 200 Barr Harbor Drive, Suite 400 Conshohocken, PA 19428  Andrew W. Ferich AHDROOT & WOLFSON, PC 201 King of Prussia Road, Suite 650 Radnor, PA 19087	Robert L. Wise Melissa Foster Bird NELSON MULLINS RILEY & SCARBOROUGH, LLP Two James Center 1021 East Cary Street, Suite 2120 Richmond, VA 23219

All objections must be filed electronically or postmarked no later than **July 02, 2025**.

**22. What is the difference between objecting and requesting exclusion?**

Objecting is telling the Court you do not like something about the Settlement. You can object only if you stay in the Class (that is, do not exclude yourself). Requesting exclusion (sometimes called "opting out") is telling the Court you do not want



to be part of the Class or the Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer affects you.

### **THE FINAL APPROVAL HEARING**

#### **23. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Approval Hearing on **July 28, 2025, at 9:30 a.m.** before the Honorable Benjamin Beaton, at the United States District Court for the Western District of Kentucky Gene Snyder United States Courthouse, 601 West Broadway, Louisville, KY 40202.

The date and time of the Final Approval Hearing is subject to change without further notice to the Settlement Class. Settlement Class Members should monitor the Settlement Website to confirm whether the date for the Final Approval Hearing has changed. Please note that the hearing may be held via telephone or video conference. All details about the Final Approval Hearing will be posted on the Settlement Website.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and will decide whether to approve the Settlement; Class Counsel's application for attorneys' fees, expenses, and costs; and the Service Awards to the Named Plaintiffs. If there are objections, the Court will consider them.

#### **24. Do I have to come to the Final Approval Hearing?**

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mail your written objection on time, the Court will consider it.

### **IF YOU DO NOTHING**

#### **25. What happens if I do nothing at all?**

If you are a Settlement Class Member and you do nothing, you will not receive any reimbursements for any Out-of-Pocket Expenses covered by the Settlement Benefits. You will also give up certain rights, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Mazda or any of the Released Parties about the legal issues in this Litigation and released by the Settlement Agreement.

### **GETTING MORE INFORMATION**

#### **26. How do I get more information?**

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at [www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com), by contacting Class Counsel (see below), by accessing the Court docket in this case, through the Public Records System at [www.pacer.gov](http://www.pacer.gov) or by visiting the United States District Court, Western District of Kentucky, Gene Snyder United States Courthouse, 601 West Broadway, Louisville, KY 40202-2227, between 8:30 a.m. and 4:30 p.m. (EST), Monday through Friday, excluding Court holidays.

If you have questions about the proposed Settlement or anything in this Notice, you may contact Class Counsel at the following:

Andrew W. Ferich  
c/o Mazda Connect Infotainment  
System Class Action Settlement  
AHDoot & Wolfson, PC  
201 King of Prussia Road, Suite 650  
Radnor, PA 19087  
[aferich@ahdootwolfson.com](mailto:aferich@ahdootwolfson.com)

Benjamin F. Johns  
c/o Mazda Connect Infotainment  
System Class Action Settlement  
SHUB JOHNS & HOLBROOK LLP  
Four Tower Bridge  
200 Barr Harbor Drive, Suite 400  
Conshohocken, PA 19428  
[bjohns@sublawyers.com](mailto:bjohns@sublawyers.com)

**PLEASE DO NOT CONTACT THE COURT TO INQUIRE  
ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

**This Settlement affects your legal rights even if you do nothing.  
Questions? Go to [www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com) or call 1-844-552-0064.**

EXHIBIT G

*Duffy, et al. v. Mazda Motor of America, Inc.,*  
Caso n.º 3:24-cv-388-BJB (W.D. Ky.)

**AVISO DE ACUERDO DE DEMANDA COLECTIVA EN MAZDA CONNECT  
INFOTAINMENT SYSTEM**

*Un tribunal federal autorizó este aviso. Este aviso ha sido aprobado por un tribunal federal.*

**ESTE AVISO PUEDE AFECTAR SUS DERECHOS. LÉALO CON ATENCIÓN.**

*Para obtener la notificación en español, llame al 1-844-552-0064 o visite nuestro sitio web  
www.MazdaInfotainmentSettlement.com.*

- Se ha llegado a una propuesta de acuerdo de demanda colectiva con Mazda Motor of America, Inc., con nombre comercial Mazda North American Operations (“Mazda”). Si usted es una persona física que compró o arrendó ciertos modelos de vehículos Mazda (enumerados más adelante) en los Estados Unidos o sus territorios, es posible que tenga derecho a recibir los beneficios que otorga el Acuerdo.
- La demanda colectiva propuesta, en trámite en el Distrito Oeste de Kentucky, se denomina *Duffy, et al. v. Mazda Motor of America, Inc.*, caso n.º 3:24-cv-388-BJB (W.D. Ky.) (el “Litigio”). Las Partes han llegado a una propuesta de acuerdo de demanda colectiva del Litigio. El Tribunal ha aprobado preliminarmente el Acuerdo, y los Demandantes solicitarán que el Tribunal le otorgue la aprobación definitiva. Si usted es Miembro del Grupo del Acuerdo, tiene derechos y opciones legales que puede ejercer antes de que el Tribunal decida si aprueba definitivamente el Acuerdo.
- En virtud del Acuerdo, el Demandado ha acordado proporcionar a los Miembros del Grupo 1) una extensión de 24 meses de la garantía de su vehículo que cubra Actualizaciones de Software y cualquier reparación o reemplazo necesarios de la Unidad Maestra de Conectividad (*Connectivity Master Unit*, CMU) de los Vehículos (la “Extensión de Garantía Limitada” [*Limited Warranty Extension*] o “LWE”); y 2) el reembolso de ciertos Gastos de Bolsillo anteriores relacionados con la CMU, Actualizaciones de Software, Tarjeta SD, Pantalla o Cámara de Vista Posterior de los Vehículos.
- Para recibir el reembolso de los Gastos de Bolsillo elegibles, deberá presentar un Formulario de Reclamo y documentación de respaldo (es decir, Comprobantes de Gastos) **a más tardar el 1 de agosto de 2025**. Puede completar y enviar un Formulario de Reclamo y cargar documentos, u obtener una copia del Formulario de Reclamo, en el Sitio Web del Acuerdo: [www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com). No es necesario que presente un Formulario de Reclamo para recibir el beneficio de Extensión de Garantía Limitada.
- Este aviso explica el Litigio, la propuesta de Acuerdo, sus derechos y opciones legales, los beneficios disponibles, quién es elegible para recibir beneficios y cómo obtenerlos, y las fechas, los plazos y los procedimientos aplicables.
- Sus derechos legales se verán afectados independientemente de que usted actúe o no. **Lea cuidadosamente la totalidad de este aviso.**

**SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO:**

<b>ENVIAR UN FORMULARIO DE RECLAMO PARA OBTENER UN REEMBOLSO EN EFECTIVO</b> <b>PLAZO LÍMITE:</b> <b>1 DE AGOSTO DE 2025</b>	Presentar un Formulario de Reclamo es la única manera de recibir cualquier Reembolso por Gastos de Bolsillo como parte de este Acuerdo de Demanda Colectiva. No es necesario que presente un formulario de reclamo para recibir la Extensión de Garantía Limitada de 24 meses.  Si presenta un Formulario de Reclamo, renunciará al derecho de demandar a Mazda y a ciertas Partes Exoneradas mediante una demanda aparte sobre los reclamos legales que se resuelvan mediante este Acuerdo.
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**Este Acuerdo afectará sus derechos legales incluso si no hace nada.**  
**¿Tiene alguna pregunta? Visite [www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com) o llame al 1-844-552-0064.**

<b>SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO:</b>	
<b>OBTENER UNA EXTENSIÓN DE GARANTÍA LIMITADA</b>	No necesita hacer nada para obtener cobertura según la Extensión de Garantía Limitada de 24 meses. Si surgiera algún problema con el Software o la CMU en su sistema Mazda Connect, simplemente lleve su vehículo a un Concesionario Mazda Autorizado.
<b>EXCLUIRSE DE ESTE ACUERDO</b> <b>PLAZO LÍMITE:</b> <b>2 DE JULIO DE 2025</b>	Esta es la única opción que le permite demandar, continuar demandando o ser parte de otra demanda contra Mazda, o ciertas Partes Exoneradas (según se define en el Acuerdo de Conciliación), por los reclamos que se resuelvan mediante este Acuerdo.  Si se excluye, renunciará al derecho de recibir los Beneficios de este Acuerdo.
<b>HACER COMENTARIOS U OBJECIONES AL ACUERDO</b> <b>PLAZO LÍMITE:</b> <b>2 DE JULIO DE 2025</b>	Usted puede objetar el Acuerdo escribiéndole al Tribunal e informando el motivo por el cual usted considera que el Acuerdo no debe ser aprobado. También puede escribirle al Tribunal para realizar comentarios o comentar las razones por las que apoya el Acuerdo. Usted seguirá estando obligado por el Acuerdo si este se aprueba, y no se le permitirá excluirse.  Si realiza una objeción, podrá también presentar un Formulario de Reclamo para recibir los Beneficios del Acuerdo, pero renunciará al derecho de demandar a Mazda y a las Partes Exoneradas mediante una demanda aparte sobre los reclamos legales que se resuelvan mediante este Acuerdo.
<b>IR A LA AUDIENCIA DE APROBACIÓN DEFINITIVA</b> <b>FECHA:</b> <b>28 DE JULIO DE 2025</b>	Usted puede asistir a la Audiencia de Aprobación Definitiva en la que el Tribunal podrá atender los alegatos relativos a la aprobación del Acuerdo. Si usted desea hablar en la Audiencia de Aprobación Definitiva, deberá solicitarlo en su objeción o comentario por escrito. <u>No</u> tiene la obligación de asistir a la Audiencia de Aprobación Definitiva.
<b>NO HACER NADA</b>	Si no hace nada, recibirá el beneficio automático de la Extensión de Garantía Limitada, no recibirá ninguno de los Beneficios del Acuerdo monetarios y renunciará a su derecho a demandar a Mazda y a ciertas Partes Exoneradas por los reclamos que se resuelvan mediante este Acuerdo.

- Estos derechos y opciones (**y los plazos para ejercerlos**) se explican en este formulario completo de Aviso de Demanda.
- El Tribunal a cargo de este caso todavía debe decidir si aprueba o no el Acuerdo. No se proporcionarán pagos ni Beneficios del Acuerdo, a menos que el Tribunal apruebe el Acuerdo y este se vuelva definitivo.

### **INFORMACIÓN BÁSICA**

#### **1. ¿Por qué recibí este Aviso?**

Un tribunal autorizó este aviso debido a que usted tiene derecho a saber acerca de la propuesta de Acuerdo en esta demanda colectiva y acerca de todos sus derechos y opciones antes de que el Tribunal decida si otorga la aprobación definitiva del Acuerdo. Este aviso explica la demanda, el Acuerdo, sus derechos legales, los beneficios disponibles, quién puede tener derecho a recibirlos y cómo obtenerlos.

El caso se denomina *Duffy, et al. v. Mazda Motor of America, Inc.*, caso n.º 3:24-cv-388-BJB (W.D. Ky.), y tramita ante el Juez Benjamin Beaton. Las personas que presentaron esta demanda se denominan “Demandantes” y la compañía a la que demandaron, Mazda Motor of America, Inc., se denomina “Demandada”. Los Demandantes y la Demandada llegaron a este Acuerdo. El tribunal no ha tomado ninguna decisión respecto de si alguna de las partes tiene razón o no.

#### **2. ¿Qué vehículos están cubiertos por el Acuerdo?**

**Este Acuerdo afectará sus derechos legales incluso si no hace nada.**  
**¿Tiene alguna pregunta? Visite [www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com) o llame al 1-844-552-0064.**

- Modelo Mazda2 de los años 2016 a 2022;
- Modelo Mazda3 de los años 2014 a 2018;
- Modelo Mazda6 de los años 2016 a 2021;
- Modelo CX-3 de los años 2016 a 2021;
- Modelo CX-5 de los años 2016 a 2020;
- Modelo CX-9 de los años 2016 a 2020; y
- Modelo MX-5 de los años 2016 a 2023.

### **3. ¿De qué trata la demanda?**

Los Demandantes alegan que el sistema de infoentretenimiento Mazda Connect de los Vehículos del Grupo de Demandantes tiene fallas técnicas que hacen que se reinicie, se congele, no responda, se quede atascado en un proceso de bucle de arranque interminable, tenga errores inesperados de audio o video, o funcione mal. Mazda niega estas acusaciones y niega que el sistema Mazda Connect presente defectos.

En virtud del Acuerdo, Mazda ha acordado proporcionar (1) una Extensión de Garantía Limitada (LWE) y (2) reembolsos por Gastos de Bolsillo. Mazda también ha acordado pagar los costos de administración del acuerdo y notificación al grupo de demandantes, las Compensaciones por Servicio aprobadas por el Tribunal a favor de los Demandantes nombrados, los honorarios de los Abogados del Grupo y los costos y gastos de litigio de los Abogados del Grupo.

### **4. ¿Por qué es esta una demanda colectiva?**

En una demanda colectiva, una o más personas denominadas “representantes del grupo de demandantes” demandan en nombre de todas las personas que tengan reclamos similares. Juntas, todas estas personas se denominan “Grupo de Demandantes” o “Miembros del Grupo”. Un tribunal resuelve los asuntos para todos los Miembros del Grupo, excepto para aquellos que se excluyan del Grupo de Demandantes.

Los representantes del grupo en este caso (también denominados los “Demandantes Nombrados”) son Catherine Duffy, Matthew Edlin, Lawrence Mulcahy y Paula Hall.

### **5. ¿Por qué existe un acuerdo?**

Los representantes del grupo y Mazda no están de acuerdo en cuanto a los reclamos que se plantean en este Litigio. El Litigio no ha llegado a la instancia de pruebas, y el Tribunal no ha decidido a favor de los representantes del grupo ni de Mazda. En cambio, los representantes del grupo y Mazda han logrado una conciliación del Litigio. Los representantes del grupo y los abogados del Grupo del Acuerdo (es decir, los Abogados del Grupo) creen que el Acuerdo es lo mejor para todos los Miembros del Grupo del Acuerdo debido a los riesgos y a la incertidumbre asociados con la continuación del litigio y la naturaleza de las defensas planteadas por Mazda.

## **QUIÉN ESTÁ INCLUIDO EN EL ACUERDO**

### **6. ¿Cómo sé si formo parte del Acuerdo?**

El Tribunal ha decidido que toda persona que se ajuste a la siguiente descripción es un Miembro del Grupo del Acuerdo:

Todas las personas que residan en los Estados Unidos y sus territorios, y que actualmente sean o anteriormente hayan sido propietarias o arrendatarias de un Vehículo del Grupo del Acuerdo comprado o arrendado originalmente en los Estados Unidos continentales, Hawái, Alaska o cualquier Territorio de los Estados Unidos. Los Vehículos del Grupo de Demandantes incluyen: Mazda2 2016 a 2022; Mazda3 2014 a 2018; Mazda6 2016 a 2021; Mazda CX-3 2016 a 2021; Mazda CX-5 2016 a 2020; Mazda CX-9 2016 a 2020 y Mazda MX-5 2016 a 2023.

Si no recibió una notificación del Acuerdo por correo, pero cree que es Miembro del Grupo, o si tiene alguna pregunta sobre su elegibilidad para participar en el Acuerdo, puede comunicarse con el Administrador del Acuerdo.

### **7. ¿Qué sucede si aún no estoy seguro de si soy parte del Acuerdo?**

**Este Acuerdo afectará sus derechos legales incluso si no hace nada.**  
**¿Tiene alguna pregunta? Visite [www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com) o llame al 1-844-552-0064.**

Si aún no está seguro de si es un Miembro del Grupo del Acuerdo, puede visitar el Sitio Web del Acuerdo en [www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com) o llamar sin cargo al Administrador del Acuerdo al 1-844-552-0064.

## **BENEFICIOS DEL ACUERDO: LO QUE OBTIENE SI CALIFICA**

### **8. ¿Qué dispone el Acuerdo?**

El Acuerdo proporciona dos beneficios a los Miembros del Grupo del Acuerdo: (1) una Extensión de Garantía Limitada (LWE) y (2) el Reembolso de ciertos Gastos de Bolsillo incurridos, sujeto a la presentación de Comprobantes de Gastos, según se describe a continuación.

#### **A. Extensión de Garantía Limitada (LWE)**

Los Miembros del Grupo del Acuerdo que actualmente sean propietarios o arrendatarios de un Vehículo del Grupo recibirán automáticamente la LWE. En virtud de la LWE, es posible que usted tenga derecho a recibir posibles actualizaciones de software para Mazda Connect y (si así lo recomendara el Concesionario Mazda Autorizado que realice la Actualización), la reparación o el reemplazo de la CMU en los Vehículos del Grupo del Acuerdo. La LWE proporciona una extensión de garantía de 24 meses sin limitación de millaje durante el período de extensión.

La extensión de la garantía se aplica a los Vehículos del Grupo que se encuentren dentro y fuera de la cobertura en virtud de la Garantía Limitada de Vehículo Nuevo (*New Vehicle Limited Warranty*, NVLW) del fabricante de Mazda de 3 años/36,000 millas a partir del 17 de febrero de 2025, la fecha de aprobación preliminar del Acuerdo. En el caso de Vehículos que aún estén dentro de la NVLW a dicha fecha, la LWE se agregaría y se aplicaría desde el vencimiento de la NVLW. En el caso de Vehículos cuya NVLW haya vencido a la fecha de aprobación preliminar, la LWE se aplicará a partir de la fecha de aprobación preliminar.

La LWE es totalmente transferible a los propietarios subsiguientes durante el plazo de la LWE de 24 meses.

#### **B. Reembolso por Gastos de Bolsillo**

Los Miembros del Grupo del Acuerdo pueden presentar un Formulario de Reclamo para obtener el reembolso de los siguientes Gastos de Bolsillo como parte de este Acuerdo de Demanda Colectiva:

- (1) **Actualizaciones de software de Mazda Connect.** Miembros del Grupo del Acuerdo que hayan incurrido previamente en Gastos de Bolsillo por una Actualización de Software de Mazda Connect.
- (2) **CMU.** Miembros del Grupo del Acuerdo que hayan incurrido previamente en Gastos de Bolsillo por la reparación o el reemplazo de la CMU.
- (3) **Tarjeta SD.** Miembros del Grupo del Acuerdo que hayan incurrido en Gastos de Bolsillo por la reparación o el reemplazo de la Tarjeta SD.
- (4) **Pantalla.** Miembros del Grupo del Acuerdo que hayan incurrido en Gastos de Bolsillo por la reparación o el reemplazo de la pantalla.
- (5) **Cámara de Vista Posterior.** Miembros del Grupo del Acuerdo que hayan incurrido en Gastos de Bolsillo por la reparación o el reemplazo de la Cámara de Vista Posterior\*.

*\* Los vehículos Mazda3 2014 a 2018 de 5 puertas con puerta trasera y Mazda CX-3 2016 a 2021 cubiertos por el retiro voluntario del mercado con la Administración Nacional de Seguridad del Tráfico en Carreteras (Parte 573 Informe de retiro del mercado por seguridad 23V-487 (14 de julio de 2023)) están expresamente excluidos del reembolso de Gastos de Bolsillo por reparación o reemplazo de la Cámara de Vista Posterior solo porque esos vehículos y gastos del técnico ya están cubiertos por ese retiro.*

Los Miembros del Grupo del Acuerdo que hayan incurrido en uno o más de estos Gastos de Bolsillo en un Concesionario Mazda Autorizado serán elegibles para el reembolso total. Los Miembros del Grupo del Acuerdo que hayan incurrido en uno o más de los Gastos de su Bolsillo mencionados anteriormente, realizados en o a través de cualquier otro centro que no sea un Concesionario Mazda Autorizado, podrán ser elegibles para recibir el reembolso bajo las siguientes condiciones:

- (1) que se hayan utilizado Repuestos originales de fábrica (*Original Equipment Manufacturer*, OEM) Mazda verificados;

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**¿Tiene alguna pregunta? Visite [www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com) o llame al 1-844-552-0064.**



(2) que los costos de mano de obra no superen la tarifa de mano de obra vigente en ese momento de la garantía nacional de Mazda para el tiempo aprobado por Mazda permitido para dicha reparación; y

(3) que los reembolsos permitidos se limiten a un máximo de \$1,750 por vehículo.

Los reclamos de reembolso deben estar respaldados por un Comprobante de Gastos. “Comprobante de Gastos” significa una factura original, una fotocopia legible de esta u otro registro, o alguna combinación de estos, que identifique los Gastos de Bolsillo que haya pagado un Miembro del Grupo del Acuerdo. Para que sea suficiente, el comprobante debe consistir en uno o más escritos contemporáneos, lo que incluye, entre otros, recibos de terceros, facturas y órdenes de reparación, o facturas, que, ya sea de manera individual o conjunta, demuestren la existencia de los Gastos de Bolsillo y el monto del técnico.

Para recibir el reembolso de Gastos de Bolsillo como parte de este Acuerdo de Demanda Colectiva, debe completar y presentar un Formulario de Reclamo en el que elija recibir la opción del reembolso. Si presenta un Formulario de Reclamo para obtener un reembolso, el Administrador del Acuerdo rechaza el formulario y usted no lo corrige, su Formulario de Reclamo se considerará no elegible.

#### **9. ¿A qué estoy renunciando por recibir un Beneficio del Acuerdo o por permanecer en el Grupo de Demandantes?**

Salvo que se excluya, usted elige permanecer en el Grupo de Demandantes. Si el Acuerdo se aprueba y se vuelve definitivo, todas las órdenes del Tribunal se aplicarán a usted y lo vincularán legalmente. Usted no podrá demandar, continuar demandando ni ser parte de ninguna otra demanda contra Mazda y las Partes Exoneradas sobre los asuntos legales de este Litigio que se resuelvan mediante este Acuerdo y a los que se renuncie mediante el Acuerdo de conciliación de demanda colectiva y exención de responsabilidad. Los derechos específicos a los que renuncia se denominan Reclamos Exonerados (*consulte la siguiente pregunta*).

#### **10. ¿Qué son los Reclamos Exonerados?**

A cambio del Acuerdo, los Miembros del Grupo del Acuerdo acuerdan eximir a Mazda y a su matriz (Mazda Motor Corporation), subsidiarias, filiales y entidades relacionadas y todos sus actuales y anteriores directores, ejecutivos, empleados, socios, directivos, agentes, y a cada uno de sus predecesores, sucesores, empresas matrices, subsidiarias, divisiones, empresas conjuntas, abogados, aseguradoras, reaseguradoras, cesionarios, entidades relacionadas o afiliadas, Concesionarios Mazda Autorizados, distribuidores, proveedores y cualquier familiar directo, y a cualquier fideicomiso para el cual cualquiera de ellos sea fideicomisario, creador o beneficiario, frente a todos y cada uno de los reclamos, acciones, pretensiones, contrademandas, intimaciones (lo que incluye, sin limitación, solicitudes de arbitraje), acciones, demandas, pretensiones, acusaciones de irregularidades, pasivos, derechos, intimaciones, demandas, deudas, gravámenes, contratos, acuerdos, compensaciones o pasivos, incluidos, entre otros, reclamos por responsabilidad extracontractual, reclamos por incumplimiento de contrato, incumplimiento del deber de buena fe y trato justo, incumplimiento de obligaciones legales, fraude real o indirecto, declaraciones falsas, inducción fraudulenta, fraude legal y al consumidor, incumplimiento del deber fiduciario, prácticas comerciales desleales, restitución, rescisión, daños compensatorios y punitivos, medidas declaratorias o de cese o compulsión, honorarios de abogados, intereses, costos, sanciones y cualquier otro reclamo, ya sea conocido o desconocido, planteado o no planteado en el Litigio, del que se tengan o no sospechas, contingente o exigible, en virtud de la ley federal, estatal, local o del *common law*, que los Demandantes Nombrados o cualquier Miembro del Grupo del Acuerdo tengan, hayan tenido o puedan tener en el futuro con respecto a cualquier conducta, acto, omisión, hecho, asunto, transacción o declaración o suceso oral o escrito que se relacionen con o que surjan de los presuntos reclamos según se hayan planteado o se hubieran podido plantear, en el Litigio o cualquier otro procedimiento, y que se relacionen con un sistema de infoentretenimiento Mazda Connect y que se basen en el mismo predicado fáctico planteado en el escrito de demanda presentado en el Litigio, incluso mediante el uso de un dispositivo de procedimiento de demanda colectiva por parte de los Demandantes Nombrados o los Miembros del Grupo del Acuerdo, ya sea según *equity* o *common law*, contra MNAO y todos los Exonerados para medidas de cese o compulsión, medidas declaratorias y lesiones o daños económicos. Los Reclamos Exonerados no incluyen reclamos por lesiones personales o muerte por negligencia.

Se proporciona más información en el Acuerdo de conciliación de demanda colectiva y exención de responsabilidad, que se encuentra disponible en [www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com).

#### **CÓMO OBTENER LOS BENEFICIOS DEL ACUERDO: ENVÍO DE UN FORMULARIO DE RECLAMACIÓN**

**Este Acuerdo afectará sus derechos legales incluso si no hace nada.**

**¿Tiene alguna pregunta? Visite [www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com) o llame al 1-844-552-0064.**



#### **11. ¿Cómo reclamo los Beneficios del Acuerdo?**

Debe completar y presentar un Formulario de Reclamo a más tardar el **1 de agosto de 2025**. Los Formularios de Reclamo pueden enviarse en línea en [www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com) o imprimirse desde el Sitio Web del Acuerdo y enviarse por correo al Administrador del Acuerdo a la dirección que figura en el formulario. Los Formularios de Reclamo también se pueden obtener llamando al 1-844-552-0064 o escribiendo a [info@MazdaInfotainmentSettlement.com](mailto:info@MazdaInfotainmentSettlement.com). La forma más rápida de presentar un reclamo es hacerlo en línea.

Para presentar un reclamo de reembolso de Gastos de Bolsillo, puede presentar un Formulario de Reclamo y un Comprobante de Gastos de respaldo en el Sitio Web del Acuerdo, o puede descargar, imprimir y completar un Formulario de Reclamo y enviarlo por correo junto con el Comprobante de Gastos de respaldo al Administrador del Acuerdo.

#### **12. ¿Cómo obtengo cobertura en virtud de la Extensión de Garantía Limitada (LWE)?**

No necesita tomar ninguna medida ahora para calificar para la cobertura según la LWE. Los propietarios o arrendatarios actuales de un Vehículo del Grupo del Acuerdo recibirán automáticamente el beneficio de LWE. Si tiene problemas con su Software Mazda Connect durante la Extensión de la Garantía Limitada de 24 meses, lleve el vehículo a un Concesionario Mazda Autorizado para que le realicen el service.

#### **13. ¿Cómo hago un reclamo para el reembolso de Gastos de Bolsillo?**

Mazda reembolsará a los Miembros del Grupo del Acuerdo por los repuestos y la mano de obra que estos hayan pagado por las reparaciones calificadas que involucren reparaciones debido a problemas con el sistema de infoentretenimiento Mazda Connect que no estaban cubiertos por la LWE o la garantía del Vehículo del Sujeto. Si el reemplazo fue realizado por un Concesionario Mazda Autorizado, se reembolsará el monto total que haya pagado el Miembro del Grupo. Si el reemplazo fue realizado por un centro de reparación automotriz que no sea de Mazda, Mazda reembolsará el costo real de los repuestos y la mano de obra pagadas bajo las siguientes condiciones: (1) que se hayan utilizado repuestos originales de fábrica (OEM) Mazda verificados; (2) que los costos de mano de obra no superen la tarifa de mano de obra vigente en ese momento de la garantía nacional de Mazda para el tiempo aprobado por Mazda permitido para dicha reparación; y (3) que los reembolsos permitidos se limiten a un máximo de \$1,750 por vehículo.

Para presentar un reclamo para el reembolso de Gastos de Bolsillo, debe presentar un Formulario de Reclamo válido en donde elija recibir el reembolso. Para presentar un Reclamo para el reembolso de Gastos de Bolsillo como parte de este Acuerdo de Demanda Colectiva, puede completar un Formulario de Reclamo en el Sitio Web del Acuerdo, o puede imprimir, completar y enviar por correo un Formulario de Reclamo al Administrador del Acuerdo, con fecha de franqueo postal igual o anterior al **1 de agosto de 2025**.

Las instrucciones para completar un Reclamo y recibir un reembolso se incluyen en el Formulario de Reclamo. Puede acceder al Formulario de Reclamo en [www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com).

#### **14. ¿Qué sucede si mi información de contacto cambia después de presentar un reclamo?**

Si cambia su dirección postal o dirección de correo electrónico después de presentar un Formulario de Reclamo, será su responsabilidad proporcionar la información actualizada al Administrador del Acuerdo. Para notificar al Administrador del Acuerdo acerca de algún cambio, llame al 1-844-552-0064, envíe un correo electrónico a [info@MazdaInfotainmentSettlement.com](mailto:info@MazdaInfotainmentSettlement.com) o escriba a la siguiente dirección:

Mazda Infotainment Settlement  
c/o JND Legal Administration  
PO Box 91494  
Seattle, WA 98111

#### **15. ¿Cuándo y cómo recibiré los Beneficios del Acuerdo que reclamo en el Acuerdo?**

Los Abogados del Grupo solicitarán al Tribunal que ordene el pago de gastos y honorarios de abogados y el reembolso de los gastos y costos de litigio por un importe no superior a los \$1,900,000.00. Mazda cumplirá cualquier orden de pago de

costos y honorarios de abogados por separado y de manera adicional a cualquier reparación que se proporcione al Grupo del Acuerdo. Además, los Abogados del Grupo solicitarán al Tribunal que se efectúen pagos a cada uno de los representantes del grupo por sus servicios al Grupo de Demandantes, por un monto de \$4,000 a Catherine Duffy y de \$2,500 a Matthew Edlin, Lawrence Mulcahy y Paula Hall. Mazda cumplirá cualquier orden de pago a los representantes del grupo de demandantes por separado y de manera adicional a cualquier reparación que se proporcione al Grupo de Demandantes. La moción de los Abogados del Grupo para que se ordene el pago de Gastos y Honorarios de Abogados y los pagos a los representantes del grupo se publicará en el Sitio Web del Acuerdo, [www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com), una vez que se presente ante el Tribunal. El proceso de aprobación puede llevar tiempo.

Sea paciente y consulte [www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com) para estar al tanto de las novedades.

### **LOS ABOGADOS QUE LO REPRESENTAN**

#### **16. ¿Tengo un abogado en este caso?**

No necesita contratar a un abogado, aunque puede hacerlo si lo desea. Usted y todo el Grupo de Demandantes ya están representados por el grupo de abogados que se indican más adelante, los cuales se conocen como “Abogados del Grupo”. No es necesario que pague por los servicios de los Abogados del Grupo. Puede contactar a los Abogados del Grupo si tiene preguntas sobre este Aviso o sobre el Acuerdo, pero le solicitamos que **no se comunique con el Tribunal**.

Benjamin F. Johns  
SHUB JOHNS & HOLBROOK LLP  
Four Tower Bridge  
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AHDOOT & WOLFSON, PC  
201 King of Prussia Road, Suite 650  
Radnor, PA 19087  
Teléfono: 310-474-9111

#### **17. ¿Cómo se les pagará a los Abogados del Grupo?**

Los Abogados del Grupo presentarán una moción mediante la cual le solicitarán al Tribunal que les conceda el pago de honorarios de abogados y el reembolso de los gastos y costos de litigio por un importe no superior a los \$1,900,000.00. También le pedirán al Tribunal que apruebe las Compensaciones por Servicio para cada uno de los Demandantes Nombrados por participar en este Litigio y por sus esfuerzos para lograr el Acuerdo, como se indicó anteriormente.

La solicitud de honorarios de abogados, costos y gastos de litigio y Compensaciones por Servicios efectuada por los Abogados del Grupo estará disponible en el Sitio Web del Acuerdo, [www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com), antes de la fecha límite para que usted comente u objete el Acuerdo. Puede solicitar una copia de la solicitud comunicándose con el Administrador del Acuerdo a [info@MazdaInfotainmentSettlement.com](mailto:info@MazdaInfotainmentSettlement.com) o por teléfono al 1-844-552-0064.

### **CÓMO EXCLUIRSE DEL ACUERDO**

Si usted es Miembro del Grupo y desea conservar cualquier derecho que pueda tener a demandar o continuar demandando por su cuenta a Mazda o a las Partes Exoneradas en función de los reclamos planteados en este Litigio o a los que se renuncie mediante los Reclamos Exonerados, entonces debe tomar medidas para salirse del Acuerdo. A esto se lo conoce como excluirse u optar por no participar en el Acuerdo.

#### **18. ¿Cómo me excluyo del Acuerdo?**

Puede optar por no ser parte del Acuerdo y del Grupo del Acuerdo. A esto se lo conoce como “excluirse” u “optar por no participar”. Si se excluye del Acuerdo, no tendrá derecho a recibir los Beneficios del Acuerdo. Sin embargo, usted no estará obligado por ninguna sentencia o acuerdo del Litigio y conservará su derecho a demandar a Mazda de manera independiente y a su propio cargo por cualquier reclamo que pueda tener.

La Solicitud de Exclusión debe tener fecha de franqueo postal o ser recibida por el Administrador del Acuerdo en la dirección que figura a continuación a más **tardar el 2 de julio de 2025**:

Mazda Infotainment Settlement  
c/o JND Legal Administration

**Este Acuerdo afectará sus derechos legales incluso si no hace nada.**  
**¿Tiene alguna pregunta? Visite [www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com) o llame al 1-844-552-0064.**

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Seattle, WA 98111

No puede excluirse por teléfono ni por correo electrónico.

## 19. ¿Cómo puedo excluirme del Acuerdo?

Para excluirse del Acuerdo, debe enviar por correo al Administrador del Acuerdo una Solicitud de Exclusión que contenga la siguiente información:

- (1) El nombre de la demanda: *Duffy, et al. v. Mazda Motor of America, Inc.*, caso n.º 3:24-cv-388-BJB;
- (2) su nombre completo, dirección actual y número de teléfono;
- (3) la fecha aproximada de adquisición y VIN de su Vehículo del Grupo del Acuerdo; y
- (4) una declaración clara de su intención de excluirse del Acuerdo (por ejemplo, “Por favor, exclúyame del ‘Acuerdo de demanda colectiva en Mazda Connect Infotainment System’”); y
- (5) su firma y la fecha de firma. Debe enviar su solicitud de exclusión con fecha de franqueo postal igual o anterior al **2 de julio de 2025** a la dirección que figura a continuación:

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PO Box 91494  
Seattle, WA 98111

Si no cumple con estos procedimientos y con los plazos previstos para excluirse del Acuerdo, continuará siendo Miembro del Grupo del Acuerdo y perderá toda oportunidad de excluirse del Acuerdo.

Esto significa que sus derechos quedarán determinados en esta demanda por el Acuerdo de Conciliación, si este recibe la aprobación definitiva del Tribunal.

Solamente se admitirán solicitudes de exclusión de Miembros del Grupo individuales; las exclusiones grupales o masivas propuestas se considerarán presentadas en nombre de la persona que firma el formulario.

## 20. Si no me excluyo, ¿podré posteriormente demandar a Mazda por la misma causa?

No. A menos que se excluya dentro del plazo previsto, renuncia al derecho de demandar a Mazda y a las Partes Exoneradas por los reclamos que se resuelven mediante este Acuerdo. Debe excluirse de este Litigio para iniciar o continuar con su propia demanda o para ser parte de cualquier otra demanda contra Mazda o alguna de las Partes Exoneradas. Si tuviese un juicio en trámite que pueda estar relacionado con este Acuerdo, comuníquese de inmediato con su abogado actuante.

## HACER COMENTARIOS U OBJECIONES AL ACUERDO

## 21. ¿Cómo le indico al Tribunal que no me agrada el Acuerdo?

Puede solicitarle al Tribunal que deniegue la aprobación del Acuerdo presentando una objeción. No puede solicitarle al Tribunal que ordene un acuerdo diferente; el Tribunal solo puede aprobar o rechazar el Acuerdo. Si el Tribunal deniega la aprobación, no se enviarán los pagos del Acuerdo y el litigio continuará. Si eso es lo que desea que suceda, debe interponer una objeción.

Toda objeción con respecto al Acuerdo propuesto debe plasmarse por escrito. Si presenta una objeción escrita en el plazo pertinente, puede comparecer, aunque no está obligado a hacerlo, en la Audiencia de Aprobación Definitiva, ya sea de forma personal o por medio de su propio abogado. Si comparece por intermedio de su propio abogado, es responsable de contratar y pagar a dicho abogado.

Todos las objeciones formuladas por escrito y los documentos de referencia deben:

- (1) identificar el nombre y número del caso: *Duffy, et al. v. Mazda Motor of America, Inc.*, caso n.º 3:24-cv-388-BJB;

**Este Acuerdo afectará sus derechos legales incluso si no hace nada.**  
**¿Tiene alguna pregunta? Visite [www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com) o llame al 1-844-552-0064.**

- (2) indicar el nombre completo, la dirección postal actual y el número telefónico del Miembro del Grupo;
- (3) incluir pruebas escritas que establezcan que él o ella es Miembro del Grupo (p. ej., copia fiel del título de propiedad del vehículo, registro, documento de arrendamiento u otro documento que refleje la propiedad o arrendamiento actual o anterior);
- (4) incluir una declaración escrita de las objeciones, la cual debe incluir una declaración respecto a si esta se aplica únicamente al objetor, a un subconjunto específico del Grupo del Acuerdo o a todo el Grupo del Acuerdo, y también indicar de manera específica los motivos de la objeción, incluida cualquier prueba y autoridad legal que el Miembro del Grupo desee poner en conocimiento del Tribunal;
- (5) proporcionar copias de cualquier documento que el objetante desee que el Tribunal considere;
- (6) incluir una declaración de si el Miembro del Grupo tiene la intención de presentarse en la Audiencia de Aprobación Definitiva; y
- (7) presentar una lista de todas las demás objeciones presentadas por el objetor o por el abogado de este en acuerdos de demanda colectiva que se hayan presentado ante cualquier tribunal estatal o federal en los Estados Unidos en los últimos 5 años. Cada caso identificado debe incluir el título, el número de expediente y el nombre del tribunal en el que tramitaba. Si el Miembro del Grupo o su abogado no han objetado ningún otro acuerdo de demanda colectiva en los Estados Unidos en los cinco años anteriores, el objetor debe indicarlo de forma asertiva en la objeción.

Si el objetor está representado por un abogado, la objeción debe presentarse ante el Tribunal a través del sistema de presentación electrónica del Tribunal.

Si el objetor no está representado por un abogado, debe enviar la objeción al Administrador del Acuerdo por correo de primera clase, con franqueo prepago, a **Mazda Infotainment Settlement, c/o JND Legal Administration, PO Box 91494, Seattle, WA 98111**. También debe efectuar la notificación de la objeción por correo de primera clase, con franqueo prepago, a las siguientes personas:

<b>Abogados de los Demandantes:</b>	<b>Abogados de Mazda:</b>
Benjamin F. Johns SHUB JOHNS & HOLBROOK LLP Four Tower Bridge 200 Barr Harbor Drive, Suite 400 Conshohocken, PA 19428  Andrew W. Ferich AHDOOT & WOLFSON, PC 201 King of Prussia Road, Suite 650 Radnor, PA 19087	Robert L. Wise Melissa Foster Bird NELSON MULLINS RILEY & SCARBOROUGH, LLP Two James Center 1021 East Cary Street, Suite 2120 Richmond, VA 23219

Todas las objeciones deben presentarse electrónicamente o con fecha de franqueo postal igual o anterior al **2 de julio de 2025**.

## **22. ¿Cuál es la diferencia entre objetar y solicitar la exclusión?**

Objetar es decirle al Tribunal que no le agrada algo del Acuerdo. Puede objetar solo si permanece en el Grupo de Demandantes (es decir, si no se excluye). Solicitar la exclusión (lo que a veces se denomina “optar por excluirse”) es decirle al Tribunal que no desea formar parte del Grupo de Demandantes o del Acuerdo. Si se excluye, no podrá objetar el Acuerdo porque ya no lo afectará.

## **LA AUDIENCIA DE APROBACIÓN DEFINITIVA**

## **23. ¿Cuándo y dónde decidirá el Tribunal si aprueba el Acuerdo?**

El Tribunal llevará a cabo una Audiencia de Aprobación Definitiva el **28 de julio de 2025, a las 9:30 a. m.**, ante el Honorable Benjamin Beaton, ante el Tribunal de Distrito de los Estados Unidos para el Distrito Oeste, en el Palacio de Justicia de los Estados Unidos Gene Snyder, 601 West Broadway, Louisville, KY 40202.

**Este Acuerdo afectará sus derechos legales incluso si no hace nada.**  
**¿Tiene alguna pregunta? Visite [www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com) o llame al 1-844-552-0064.**

La hora y fecha de la Audiencia de Aprobación Definitiva podrá cambiar sin previo aviso al Grupo del Acuerdo. Los Miembros del Grupo del Acuerdo deben monitorear el Sitio Web del Acuerdo para confirmar si la fecha de la Audiencia de Aprobación Definitiva ha cambiado. Tenga en cuenta que la audiencia puede realizarse por teléfono o videoconferencia. Todos los detalles sobre la Audiencia de Aprobación Definitiva se publicarán en el Sitio Web del Acuerdo.

En esta audiencia, el Tribunal considerará si el Acuerdo es justo, razonable y adecuado, y decidirá si aprobará el Acuerdo, la solicitud de costos, gastos y honorarios de abogados efectuada por los Abogados del Grupo, y las Compensaciones por Servicio para los Demandantes Nombrados. En caso de existir objeciones, el Tribunal las considerará.

**24. ¿Debo asistir a la Audiencia de Aprobación Definitiva?**

No, los Abogados del Grupo responderán cualquier pregunta que pudiese tener el Tribunal. No obstante, puede asistir a la audiencia por su cuenta y cargo. Si envía una objeción, no tiene obligación de asistir al Tribunal para explicarla. Siempre y cuando haya enviado por correo su objeción por escrito a tiempo, el Tribunal la considerará.

**SI NO HACE NADA**

**25. ¿Qué sucede si no hago nada en absoluto?**

Si usted es Miembro del Grupo del Acuerdo y no hace nada, no recibirá ningún reembolso por los Gastos de Bolsillo cubiertos por los Beneficios del Acuerdo. También renunciará a ciertos derechos, incluido su derecho a iniciar una demanda, continuar con una demanda o ser parte de cualquier otra demanda contra Mazda o alguna de las Partes Exoneradas sobre los asuntos legales planteados en este Litigio y a los que se renuncie mediante el Acuerdo de Conciliación.

**CÓMO OBTENER MÁS INFORMACIÓN**

**26. ¿Cómo obtengo más información?**

En este Aviso, se resume el Acuerdo propuesto. Para conocer los términos y condiciones precisos del Acuerdo, consulte el Acuerdo de Conciliación, el cual se encuentra disponible en [www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com), comuníquese con los Abogados del Grupo (ver más abajo), acceda al expediente del Tribunal en este caso a través del Sistema de registros públicos en [www.pacer.gov](http://www.pacer.gov) o visite el Tribunal de Distrito de los Estados Unidos del Distrito Oeste de Kentucky, Palacio de Justicia de los Estados Unidos Gene Snyder, 601 West Broadway, Louisville, KY 40202-2227, entre las 8:30 a. m. y las 4:30 p. m. hora del este, de lunes a viernes, excepto los feriados judiciales.

Si tiene alguna pregunta sobre el Acuerdo propuesto o alguna parte de este Aviso, puede comunicarse con los Abogados del Grupo  
las siguientes direcciones:

Andrew W. Ferich  
c/o Mazda Connect Infotainment  
System Class Action Settlement  
AHDOOT & WOLFSON, PC  
201 King of Prussia Road, Suite 650  
Radnor, PA 19087  
[aferich@ahdootwolfson.com](mailto:aferich@ahdootwolfson.com)

Benjamin F. Johns  
c/o Mazda Connect Infotainment  
System Class Action Settlement  
SHUB JOHNS & HOLBROOK LLP  
Four Tower Bridge  
200 Barr Harbor Drive, Suite 400  
Conshohocken, PA 19428  
[bjohns@sublawyers.com](mailto:bjohns@sublawyers.com)

**NO SE COMUNIQUE CON EL TRIBUNAL PARA  
REALIZAR CONSULTAS SOBRE ESTE ACUERDO O EL  
PROCESO DE RECLAMO.**

**Este Acuerdo afectará sus derechos legales incluso si no hace nada.  
¿Tiene alguna pregunta? Visite [www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com) o llame al 1-844-552-0064.**

EXHIBIT H



*Duffy, et al. v. Mazda Motor of America, Inc.*, Case No. 3:24-cv-388-BJB (W.D. Ky.)

# Mazda Connect Infotainment System Settlement Claim Form for Reimbursement of Expenses

**The DEADLINE to submit this Claim Form is August 01, 2025.  
You do not need to fill out a Claim Form to be eligible for the 24-month limited extension  
of certain components under the New Vehicle Limited Warranty created by the  
Settlement.**

*Para una notificación en Español, llamar 1-844-552-0064  
o visitar nuestro sitio web [www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com)*

## I. GENERAL INSTRUCTIONS

This Claim Form is to be used by Settlement Class Members who are seeking reimbursement of Out-of-Pocket Expenses incurred for the following components: (1) Software Updates for Mazda Connect; (2) the Connectivity Master Unit (CMU) repair or replacement; (3) SD Card repair or replacement; (4) Display repair or replacement; and/or (5) Rear-view Camera repair or replacement.

**Before completing this Claim Form, please review the instructions on page four.** Additional details concerning the types of expenses that are covered and eligibility criteria, as well as additional information about the Settlement and its benefits, are available on the Settlement Website at [www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com).

**You must complete, sign, and submit this Claim Form and provide the required supporting documentation on or before August 01, 2025 to receive reimbursement of Out-of-Pocket Expenses for covered repairs. Submitting a Claim Form is the only way you can receive Reimbursements for Out-of-Pocket Expenses as part of this Class Action Settlement.** You may complete a Claim Form electronically and upload documentation at [www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com). If you are unable to complete the Claim Form online, you may download a copy and mail it to Mazda Infotainment Settlement, c/o JND Legal Administration, PO Box 91494, Seattle, WA 98111. Please type or legibly print all requested information.

If you wish to make a claim for more than one vehicle, please use a separate Claim Form for each vehicle.



## II. CLAIMANT INFORMATION

The Settlement Administrator will use this information for all communications regarding this Claim Form and the Settlement. If this information changes after you file your Claim, you must notify the Settlement Administrator in writing at the address above.

Please provide the following information:

Full Name

Mailing Address – Line 1: Street Address/P.O. Box

Mailing Address – Line 2

City

State

Zip Code

Telephone Number

Email Address

Vehicle Identification Number / VIN

## III. REIMBURSEMENTS FOR OUT-OF-POCKET EXPENSES

State your claimed reimbursement amount below and provide documentation proving your claimed Out-of-Pocket Expenses. **Failure to meet the requirements of this section may result in your Claim being rejected by the Settlement Administrator.**

Potentially reimbursable Out-of-Pocket costs means those incurred for parts and/or labor for any of the following actions performed on a Settlement Class Vehicle related to the Mazda Connect infotainment system: 1) Software Updates for Mazda Connect; 2) CMU repair or replacement; 3) SD Card repair or replacement; 4) Display repair or replacement; and 5) Rear-view Camera repair or replacement. Out-of-Pocket Expenses do not include any other expense (e.g., rental car, ride-share services, inconvenience, etc.).

In order to receive reimbursement, you must provide Proof of Expenses, which means an original invoice, legible photocopy thereof, or other record, or some combination thereof, identifying the Out-of-Pocket Expenses paid by a Settlement Class Member. Proof of Expenses must be submitted in support of any Claim for reimbursement. Sufficient proof shall consist of one or more contemporaneous writings, including but not limited to, third-party receipts, invoices, repair orders, or bills, which, either individually or collectively, prove the existence of the claimed Out-of-Pocket Expenses. *You should include all payments made for any covered repair or replacement parts and submit all relevant documents.*

**Claimed Reimbursement Amount:**

*How much did you pay for covered repair(s) and/or replacement(s)?*

**Repair Facility Type:**

*Who performed the repair(s) and/or replacement(s)? (select more than one if applicable)*

- ☐ Authorized Mazda Dealer  
☐ Independent Repair Facility  
☐ I performed the repair(s) and/or replacement(s) myself.

**IV. PAYMENT ELECTION**

You may elect to receive your payment by check or digital payment. Please choose one below. If you do not make a selection, and your claim is approved, your settlement benefit will be issued by check.

- ☐ Paper Check by Mail  
☐ Virtual Debit Card

Email Address for Virtual Debit Card: \_\_\_\_\_

**V. CERTIFICATION**

I hereby attest to and affirm that the information I am providing as support for my Claim is a true and accurate copy of the records in my possession and these records relate to my Settlement Class Vehicle. I hereby attest to and affirm the authenticity of such proof and state that I actually incurred and was not previously reimbursed for the Out-of-Pocket Expenses for which I am seeking reimbursement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Unique ID

**Please submit this Claim Form electronically online at [www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com) or mail this Claim Form and all required Proof of Expenses (e.g., documents/paperwork), postmarked no later than August 01, 2025, to:**

Mazda Infotainment Settlement  
c/o JND Legal Administration  
PO Box 91494  
Seattle, WA 98111

**For more information, please carefully review the Class Notice, call the Settlement Administrator at 1-844-552-0064, or visit the Settlement Website at [www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com).**

## **Mazda Connect Infotainment System Settlement: Instructions for claiming reimbursement for Out-of-Pocket Expenses**

**You can only file a Claim if you are a Settlement Class Member.** You are a Settlement Class Member if you purchased or leased any of the following Mazda vehicle models that came equipped with a Mazda Connect infotainment system and you do not opt out of the Settlement: Mazda2 2016–2022; Mazda3 2014–2018; Mazda6 2016–2021; Mazda CX-3 2016–2021; Mazda CX-5 2016–2020; Mazda CX-9 2016–2020; and Mazda MX-5 2016–2023.

**To check whether your vehicle is included in the Settlement Class,** visit the VIN Lookup page on the Settlement Website at [www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com) and enter your Vehicle Identification Number (VIN). You may also contact the Settlement Administrator by phone at 1-844-552-0064.

**Note:** The Settlement does not cover repair or replacement of the Rear-view Camera for Mazda3 2014–2018 5-door hatchbacks and Mazda CX-3 2016–2021 vehicles covered by a voluntary recall with the National Highway Traffic Safety Administration (Part 573 Safety Recall Report 23V-487 (July 14, 2023)) because those vehicles and attendant expenses are covered by that recall.

**Supporting documentation is required for ALL Claims.** Your Claim must include documentation proving your claimed Out-of-Pocket Expenses. This may take the form of a repair invoice or other document identifying the Out-of-Pocket Expenses you paid for a covered repair. Sufficient proof shall consist of one or more contemporaneous writings, including but not limited to third-party receipts, invoices, repair orders, or bills, which, either individually or collectively, prove the existence of the claimed Out-of-Pocket Expenses. For any questions related to completing this Claim Form or the documentation required to support your claim, please review the FAQs, the Detailed Notice, and the Settlement Agreement at [www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com) or contact the Settlement Administrator at 1-844-552-0064.

**Independent Repair Facilities:** With respect to expenses or costs incurred at or through any facility that is *not* an Authorized Mazda Dealer, i.e., an independent repair facility, you may be eligible for reimbursement under the condition that verified Mazda OEM Parts were used in the repair. Reimbursement for labor costs incurred at or through an independent repair facility will be limited to the then-current national warranty labor rate for Mazda-approved time for the repair. Reimbursements for expenses incurred at an independent repair facility are capped on a per-vehicle basis at \$1,750.

**The deadline to file a Claim for reimbursement is August 01, 2025.** All Claims must be submitted online or postmarked on or before this date or they will not be considered. You must complete all sections of the Claim Form and sign the certification to complete your claim submission. For faster processing, please submit your claim online at [www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com). You may also contact the Settlement Administrator to request that a copy of the Claim Form be mailed to you by calling 1-844-552-0064 or sending a request to the below address:

Mazda Infotainment Settlement  
c/o JND Legal Administration  
PO Box 91494  
Seattle, WA 98111

**EXHIBIT I**



**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 Y	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 C	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]



EXHIBIT J

**Patricia Jones**

12 Byron Drive, Avon, CT 06001  
Phone Number: (973) 573-0672  
Email Address: patjones269@gmail.com

**FILED**  
JAMES J. VILT, JR. - CLERK

July 2, 2025

JUL 08 2025

**Benjamin Joel Beaton, Judge**

U. S. District Court Western District of KY  
Gene Snyder US Courthouse  
601 W Broadway Louisville, Kentucky 40202

U.S. DISTRICT COURT  
WEST'N. DIST. KENTUCKY

**Case Name:** *Duffy, et al. v. Mazda Motor of America, Inc.*

**Case Number:** 3:24-cv-388-BJB

**Objection to Proposed Class Action Settlement**

Dear Judge Benjamin Joel Beaton,

I am the original owner of a 2017 Mazda CX5 (VIN JM3KFBL2H0119422), as further identified in the accompanying Invoice 393439 of Liberty Mazda that is dated 06/25/2025. This is the only vehicle owned in our household and it is used exclusively by myself and my spouse, Charles Jones for personal use only. Throughout our years of owning this vehicle, we have experienced ongoing safety issues related to distractions caused by the known Defect of the Mazda Connect Infotainment system described in the Class Action Complaint.

This letter is to object to the proposed settlement agreement as a member of the class in the above-referenced case. The Notice of Proposed Class Action Settlement was received by us on June 7, 2025, and after review, there are concerns about the fairness, reasonableness and adequacy of the settlement terms. The specific reasons for objecting to the proposed settlement are as follows:

**1. The proposed settlement divides the Settlement Class and provides unequal consideration**

- a. One class of Mazda owners within the Settlement Class ("*Reimbursed Owners*"), identified as those who had necessary repairs made prior to the date on which the Court entered the Preliminary Order on February 17, 2025, are favored with the opportunity of reimbursement for:
  - i. Software Updates for Mazda Connect
  - ii. CMU (Connectivity Master Unit)
  - iii. SD Card
  - iv. Display
  - v. Rear-view Camera
- b. The second class of Mazda owners ("*LWE Owners*"), who were not a party to the settlement negotiations or were not notified of the conditions being negotiated by counsel, are entitled to significantly less coverage under a Limited Warranty Extension (LWE) that provides for only:
  1. Potential Software Updates for Mazda Connect
  2. CMU repair or replacement (determined solely by an Authorized Mazda dealer)

**The basis of our Objection:**

The issues with Mazda's Infotainment system were encountered by us early on after our purchase of the vehicle in New Jersey during 2017. We had returned to the original dealer (Wayne Mazda) several times as well as a Mazda dealer in CT (Liberty Mazda) as shown on the accompanying documentation. At each visit, the dealers performed software updates on our vehicle but repeatedly told us that they were aware of the issue and it was, with certainty, the result of defects in the *SD Card* and *Display Screen*.

- a. Wayne Mazda service employees instructed to be patient since Mazda had not yet issued a recall for the known system Defects to the *SD Card* and *Display Screen*.
- b. Liberty Mazda thoroughly inspected our vehicle on June 25, 2025 and advised us that the Infotainment system cannot be repaired, but rather the only solution to correct the defects with the system is to replace the *SD Card* at a cost of \$437.90 and to replace the *Display Screen* at a cost of \$1,498.43 (see attached).

Since we had not been contacted by Mazda or received any communication prior to the delivery of the proposed Class Action Settlement delivered to our residence on June 7, 2025, it was impossible for us to satisfy the requirements of the court to have the necessary replacement of the *SD Card* and *Display Screen* completed before the deadline of 2/17/25 in the proposed Settlement Agreement. The establishment of this deadline divided the Settlement Class with the opportunity for reimbursement of repairs necessary to correct the known Mazda defects available only to a select group of *Reimbursed Owners*. The remaining *LWE Owners* who had been waiting for a recall now find themselves with the need to pay for required repairs out of pocket without any reimbursement. If the proposed Settlement Agreement is approved by the court, Mazda will admit no guilt of wrongdoing and will have no responsibility to repair its known defects or reimburse us and other *LWE Owners* for repairing these defects in our vehicles.

The court must also consider that *LWE Owners* may face additional future damages and hardships from the diminished resale value of our vehicles. If not repaired by Mazda, it will be our responsibility to inform future buyers of the known defects in our Infotainment systems, despite the fact that Mazda had failed to inform us as consumers and original buyers. The Defects of the Settlement Class Vehicles and widespread problems encountered by these vehicles are now public record as a result of this class action and active discussions on social media.

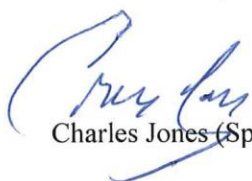
We do not intend to appear or speak at the Final Approval hearing, but we thank the court for considering our objection when deciding whether to grant final approval to the settlement. Neither of us had made any past objections to any other class action settlements.

Thank you for your time and consideration.

Sincerely,



Patricia Jones (Vehicle Owner)



Charles Jones (Spouse)

P Jones  
12 Byron Drive  
Avon, CT 06001

HARTFORD CT 060

2 JUL 2025 PM 3 L

JAMES J. VILT, JR. - CLERK

JUL 08 2025

U.S. DISTRICT COURT  
WEST'N. DIST. KENTUCKY

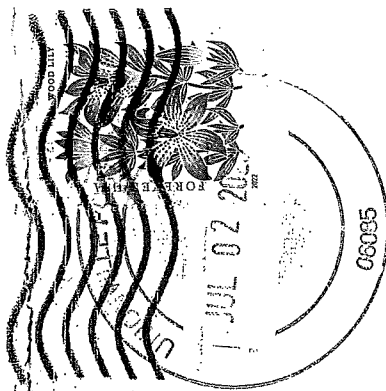
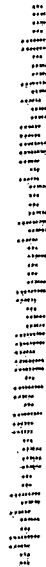
RECEIVED  
JAMES J. VILT, JR. - CLERK

JUL 8 2025

U.S. DISTRICT COURT  
WEST'N. DIST. KENTUCKY

Benjamin Joel Beaton, Judge  
U. S. District Court Western District of KY  
Gene Snyder US Courthouse  
601 W Broadway Louisville, Kentucky 40202

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1  
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2  
2



CUSTOMER #: 12835

393439



ATRICIA JONES  
HARLES JONES  
2 BYRON DR  
VON CT 06001

\*INVOICE\*

91 West Service Road · Hartford, CT 06120  
Fax-(860) 240-7411 · Sales- (860) 240-7406  
Service (860) 249-7616 · Parts- (860) 493-7733  
www.libertymazda.net

OME:973-204-6503 CONT:973-204-6503

PAGE 1

US: CELL: SERVICE ADVISOR: 703 CRAIG FOURNIER JR

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
	17	MAZDA CX5	JM3KFBDL2H0119422	BJ60639	47368/47368	T5421	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
1JAN17 DD			15:00 25JUN25		VAR	CASH	25JUN25

R.O. OPENED	READY	OPTIONS:
25JUN25	25JUN25	

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

C/S: CMU WARRANTY EXTENSION, customer states that the screen changes things without touching anything. customer states that nav wont load and the screen reboots.

CAUSE: TECH UPDATED THE VEHICEL AND DIGNOSED ISSUES RELATED TO THE SCREEN QUOTE PROVIDED TO THE CUSTOMER

XXX1YACK CSP13: MAZDA CONNECT CONCERN

572 W

(N/C)

FC: 99999999

PART#: 7777SPZ13

COUNT: 1

CLAIM TYPE:

AUTH CODE:

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

47368 CONFIRMED COSTUMER CONCERN. VEHICLE PRESENT ACTUAL GHOST TOUCH- DTCs, B108E. INFOTAINMENT WAS RUNNING IN VERSION 74.00.310 UPDATED TO 74.00.324. SD CARD FIT IN TSB#09-017/21 CARD #50881G.

\*\*\*\*\*

RESET MAINTENANCE REMINDERS AND TIRE PRESSURE MONITORING SYSTEMS WHEN APPLICABLE TO VEHICLE.

RESET RESET MAINTENANCE REMINDERS AND TIRE PRESSURE MONITORING SYSTEMS WHEN APPLICABLE TO VEHICLE.

572 IS

(N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

47368 PERFORMED

\*\*\*\*\*

PERFORM MAZDA FULL CIRCLE MULTI-POINT INSPECTION

99P PERFORM MAZDA FULL CIRCLE MULTI-POINT INSPECTION

572 IS

(N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

47368 PERFORMED

\*\*\*\*\*

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

STATEMENT OF DISCLAIMER  
The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

CUSTOMER SIGNATURE

CUSTOMER COPY



#6980

CUSTOMER #: 12835

393439

PRE-WORKORDER

**Liberty | MAZDA**PATRICIA JONES  
12 BYRON DR  
AVON, CT 06001

Page 1 of 1

91 West Service Road · Hartford, CT 06120  
(860) 249-7616 · Fax: (860) 240-7411  
Sales: (860) 240-7406 · Service: (860) 249-7616  
Parts: (860) 493-7733  
www.libertymazda.net

HOME: (973) 204-6503 CONT: (973) 204-6503

BUS:

CELL:

SERVICE ADVISOR: Craig Fournier

00

LINE	OP CODE	DESCRIPTION	DURATION	ESTIMATE
# A	INFO	C/S: CMU WARRANTY EXTENSION, customer states that the screen changes things without touching anything. customer states that nav wont load and the screen reboots.	0.00	0.00
# B	RESET	RESET MAINTENANCE REMINDERS AND TIRE PRESSURE MONITORING SYSTEMS WHEN APPLICABLE TO VEHICLE.	0.00	0.00
# C	99P	PERFORM MAZDA FULL CIRCLE MULTI-POINT INSPECTION	0.00	0.00
		ADDITIONAL SERVICE RECOMMENDATIONS		
# D	BR05	Brake System - Flush	1.00	236.90
# E	310099	SKYACTIV TRANS SERV	0.70	327.30
# F	310099	TRANSFER CASE SERV	1.00	248.03
# G	310099	SD CARD (NAV CARD)	0.20	437.90
# H	310099	WHOLE INFOTAINMENT SCREEN DISPLAY	1.00	1498.43

Subtotal 2748.56

Shop Charges 45.99

Sales Tax 177.45

Total 2972.00

Printed On 06/25/2025 9:48 AM

Estimate Expires on 07/25/2025

**New Cars · Used Cars**  
**Sales · Leasing · Service**  
**HUGE SELECTION OF NEW CARS · QUALITY USED CARS**  
**FINANCING AVAILABLE · LEASING FOR ANY BUDGET**  
**GIGANTIC INVENTORY OF PARTS AND ACCESSORIES**  
**FACTORY-TRAINED TECHNICIANS**  
**FACTORY-AUTHORIZED SERVICE · BODY SHOP**

Liberty Mazda is not  
 responsible for any  
 scratches, nicks or swirl  
 marks due to the free  
 automatic car wash.

PRELIMINARY ESTIMATE \$ 2972.00

AUTHORIZED BY X

REVISED ESTIMATE (1)	DATE	TIME	BY
REVISED ESTIMATE (2)			
REVISED ESTIMATE (3)			

I HEREBY ACKNOWLEDGE THAT I WAS NOTIFIED &amp; GAVE ORAL APPROVAL OF THE ABOVE REVISED ESTIMATES:

X

CUSTOMER SIGNATURE

I am aware of my right to choose the licensed repair shop where the damage to the motor vehicle will be repaired.

CUSTOMER SIGNATURE

Storage charges on vehicles left over 48 hours at the Posted Rates. A finance charge of 1 1/2%, which is an annual percentage rate of 18%, will be posted to all Past Due Accounts over 30 days.  
 I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. I authorize the retrieval of on-board data as needed to facilitate vehicle repair, as well as sharing of that data with the manufacturer for diagnostic and research purposes.

TERMS: CASH

## WAIVER OF ADVANCE ESTIMATE

I voluntarily request that repairs be performed on my vehicle without an advance estimate of their cost. By signing this form, I authorize reasonable and necessary cost to remedy the problems complained of up to maximum of \$ \_\_\_\_\_. The repair shop may not exceed this amount without my written or oral consent.

VEH. I.D. # \_\_\_\_\_ DATE \_\_\_\_\_ TIME \_\_\_\_\_

YEAR, MAKE OR MODEL

SIGNED: X



**EXHIBIT K**

June 27, 2025

**Mazda Connect Infotainment Settlement**  
**c/o JND Legal Administration**  
**PO Box 91494, Seattle, WA 98111**

Letter via US Mail and electronically submitted to: [info@mazdainfotainmentsettlement.com](mailto:info@mazdainfotainmentsettlement.com)

With copies to:

Benjamin F. Johns  
SHUB JOHNS & HOLBROOK LLP  
Four Tower Bridge  
200 Barr Harbor Drive, Suite 400  
Conshohocken, PA 19428

Letter via US Mail and electronically submitted to: [bjohns@sublawyers.com](mailto:bjohns@sublawyers.com)

Andrew W. Ferich  
AHDoot & Wolfson, PC  
201 King of Prussia Road, Suite 650  
Radnor, PA 19087

Letter via US Mail and electronically submitted to: [aferich@ahdootwolfson.com](mailto:aferich@ahdootwolfson.com)

Robert L. Wise  
Melissa Foster Bird  
NELSON MULLINS RILEY &  
SCARBOROUGH, LLP

Two James Center  
1021 East Cary Street, Suite 2120  
Richmond, VA 23219

Letter via US Mail and electronically submitted to: [robert.wise@nelsonmullins.com](mailto:robert.wise@nelsonmullins.com)

Thomas Donnelly  
President and CEO  
MAZDA NORTH AMERICAN OPERATIONS  
200 Spectrum #100  
Irvine, CA 92618

Letter via US Mail and electronically submitted to: [tdonnell@mazdausa.com](mailto:tdonnell@mazdausa.com)

1. ***Duffy, et al. v. Mazda Motor of America, Inc.***, Case No. 3:24-cv-388-BJB (W.D. Ky.)

2. Full name, current mailing address, phone number.

Lori Antich O'Leary  
412 East Eagle Road  
Havertown, PA. 19083-1635  
610-449-9669 office  
610-212-8595 cell

3. Written proof establishing that he or she is a Class Member.  
See Pennsylvania Registration – Exhibit 1.

4. Objection

I am objecting to the entire Class Action Settlement.

Class Action Settlement indicates that reimbursement for Out-of-Pocket Expenses could be claimed and would be considered if repair or replacement were completed before February 17, 2025.

*Reimbursements for Out-of-Pocket Expenses Settlement Class Members may submit a Claim Form for reimbursement of the following Out-of-Pocket Expenses as part of this Class Action Settlement: (1) Software Updates for Mazda Connect. Settlement Class Members who previously incurred Out-of-Pocket Expenses for any Software Updates to Mazda Connect. (2) CMU. Settlement Class Members who previously incurred Out-of-Pocket Expenses for repair or replacement of the CMU. (3) SD Card. Settlement Class Members who incurred Out-of-Pocket Expenses for an SD Card repair or replacement. (4) Display. Settlement Class Members who incurred Out-of-Pocket Expenses for a repair or replacement of the display. (5) Rear-view Camera. Settlement Class Members who incurred Out-of-Pocket Expenses for a repair or replacement of the Rear-view Camera.*

Objecting because Tamra, Supervisor, Customer Service Experience admitted in an email to me dated June 25, 2025:

**“You are absolutely correct that Mazda acknowledged an issue**, which is precisely why the settlement was negotiated by the plaintiff counsel. However, please understand that the terms of this settlement were out of our control, and we are bound by the legal parameters set forth and we are unable to override or modify them.”

**If Mazda acknowledged an issue, Mazda should have done a worldwide RECALL to rectify the problems that consumers are facing as Mazda should be concerned about the safety of drivers first. It is not fair to put an END DATE on someone's safety.**

Note: Mazda Service Alert (2/28/2018) – Exhibit 2

**Court should force Mazda to do a worldwide recall and NOT a Class Action Settlement.**

5. Display screen on my 2018 Mazda 3 was replaced on May 27, 2026 at John Kennedy Mazda in Conshohocken, PA.

Receipt attached – Exhibit 3.

**Requesting reimbursement of \$597.46 to replace the display screen.**

6. At this time, I do not plan to attend the Final Approval Hearing in Kentucky.

7. I have not submitted objections to any class action settlements in any state or federal court in the United States in the past 5 years.

Note the following:

My 20 year old daughter is the primary driver of this 2018 Mazda 3. Spidering of the display began in January 2025. We took this car to John Kennedy Mazda in Conshohocken PA on after dropping it off on May 22, expecting to pick it up on May 23. We needed to leave the car over the Memorial Day Weekend as John Kennedy Mazda opened the box of the new display to be installed and it was defective.

For this Class Action Settlement, repairs were supposed to be completed by February 17, 2025. We, however, we did not even receive the post card mailer about the issue and proposed Class Action Settlement (with the incorrect phone number) for Mazda Infotainment until first week of April 2025, well after the repair settlement period date of February 17, 2025.



Lori O'Leary  
Office: 610-449-9669  
Cell: 610-212-8595



**Court Approved Legal Notice**

*Duffy, et al. v. Mazda Motor of America, Inc.,*  
Case No. 3:24-cv-388-BJB (W.D. Ky)

**As a Result of the Mazda Connect  
Infotainment System Class Action  
Settlement, You Will Receive a Limited  
Warranty Extension on Certain  
Covered Components and May Be  
Eligible for Reimbursement of Certain  
Out-of-Pocket Expenses.**

*A federal court authorized this notice.  
This notice has been approved by a federal court.*

**This is NOT a Claim Form.**

**For more information about the Settlement  
and how to file a Claim Form visit or call:**

[www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com)  
1-884-552-0064

*Para una notificación en Español, llamar  
1-884-552-0064 o visitar nuestro sitio web  
[www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com).*

# 955

*Mazda Connect Infotainment Settlement*  
c/o JND Legal Administration  
P.O. Box 91494  
Seattle, WA 98111



**Electronic Service Requested**

Postal Service: Please do not mark barcode

ITM N6KU28DFTH

106387010031383 T35 P2

LORI OLEARY

412 E EAGLE RD

HAVERTOWN, PA 19083-1635



A proposed Settlement arising out of an alleged vehicle defect concerning malfunctioning of the Mazda Connect infotainment system in certain Mazda vehicles has been reached in *Duffy, et al. v. Mazda Motor of America, Inc.*, Case No. 3:24-cv-388-BJB (W.D. Ky).

**Who is Included?**

The Court decided that Class Members means all persons residing in the United States and United States territories who currently own or lease, or previously owned or leased, a Class Vehicle equipped with a Mazda Connect infotainment system. Class Vehicles include: Mazda2 2016–2022; Mazda3 2014–2018; Mazda6 2016–2021; Mazda CX-3 2016–2021; Mazda CX-5 2016–2020; Mazda CX-9 2016–2020; and Mazda MX-5 2016–2023.

**What does the Settlement Provide?**

- (1) **Limited Warranty Extension (LWE):** All current owners or lessees of Class Vehicles will automatically receive a LWE for potential software updates or necessary connectivity master unit (CMU) repairs or replacements for a period of 24 months from either the expiration of the New Vehicle Limited Warranty, or for Class Vehicles for which the New Vehicle Limited Warranty has expired, the Limited Warranty Extension will run from the date the Court enters the preliminary approval order.
- (2) **Reimbursements for Out-of-Pocket Expenses:** You may be entitled to reimbursement for any Software Updates for Mazda Connect and any repair and/or replacement expenses you incurred for the CMU, an SD Card, the Display, and the Rear-view Camera as part of this Class Action Settlement.

**How To Get Benefits**

You must complete and file a Claim Form online or by mail postmarked by **AUGUST 01, 2025**, including required Proof of Expenses documentation. You can file your claim online at [www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com). You may also get a paper Claim Form at the website, or by calling the toll-free number, and submit it by mail.

**Your Other Options**

# 956

If you do not want to be legally bound by the Settlement, you must exclude yourself by **July 02, 2025**. If you do not exclude yourself, you will release any claims you may have against Mazda or Released Parties (as defined in the Settlement Agreement) related to the issues more fully described in the Settlement Agreement, available at the Settlement Website. If you do not exclude yourself, you may object to the Settlement by **July 02, 2025**.

**The Final Approval Hearing**

The Court has scheduled a hearing in this case, *Duffy, et al. v. Mazda Motor of America, Inc.*, Case No. 3:24-cv-388-BJB in the Western District of Kentucky for **July 28, 2025, at 9:30 a.m. ET** to consider: whether to approve the Settlement, any requested Service Awards, attorneys' fees, costs, and expenses, as well as any objections. You or your attorney may attend and ask to appear at the hearing, but you are not required to do so. The hearing may be held remotely, so please check the Settlement Website for those details.

**More Information**

Complete information about your rights and options, as well as the Claim Form, the Long Form Notice, and the Settlement Agreement, are available at [www.MazdaInfotainmentSettlement.com](http://www.MazdaInfotainmentSettlement.com), or by calling toll free 1-884-552-0064.

<b>YOUR VIN:</b>	3MZBN1V34JM252512
<b>YOUR UNIQUE ID:</b>	N6KU28DFTH
<b>YOUR PIN:</b>	81016265



Carefully separate this Address Change Form at the perforation

Name: \_\_\_\_\_

Current Address: \_\_\_\_\_

\_\_\_\_\_

Unique ID: N6KU28DFTH

**Address Change Form**

To make sure your information remains up-to-date in our records, please confirm your address by filling in the above information and depositing this postcard in the U.S. Mail.

Place  
Stamp  
Here

*Mazda Connect Infotainment Settlement*  
c/o JND Legal Administration  
P.O. Box 91494  
Seattle, WA 98111



Exhibit 1

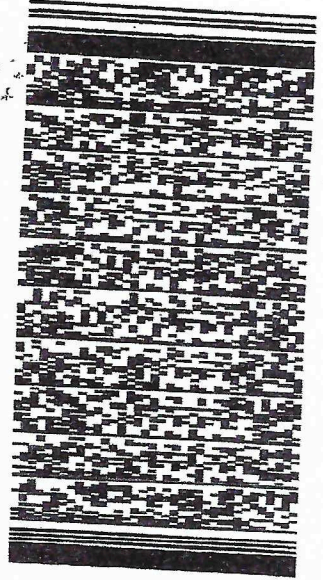
COMMONWEALTH OF PENNSYLVANIA REGISTRATION CREDENTIAL  
**EXPIRY: JUL 31, 2025** **VALID: 05/03/2024**  
PLATE: LSK2397  
TITLE: 79675716302 OL  
VIN: 3MZBN1V34JM252512  
YR/MAKE: 2018 MAZDA  
TYPE: SDN  
WID: 24124 2600 140278

EMISSIONS INSPECTION REQUIRED/DIESEL VEHICLES EXEMPT COUNTY: DELAWARE

LORI A OLEARY  
412 E EAGLE RD  
HAVERTOWN PA 19083

*Lori A. O'Leary*  
SIGNATURE

I hereby acknowledge this day that I have received notice of the provisions of Section 3709 of the Vehicle Code.



# Service Alert

Mazda North American Operations  
Irvine, CA 92618-2922



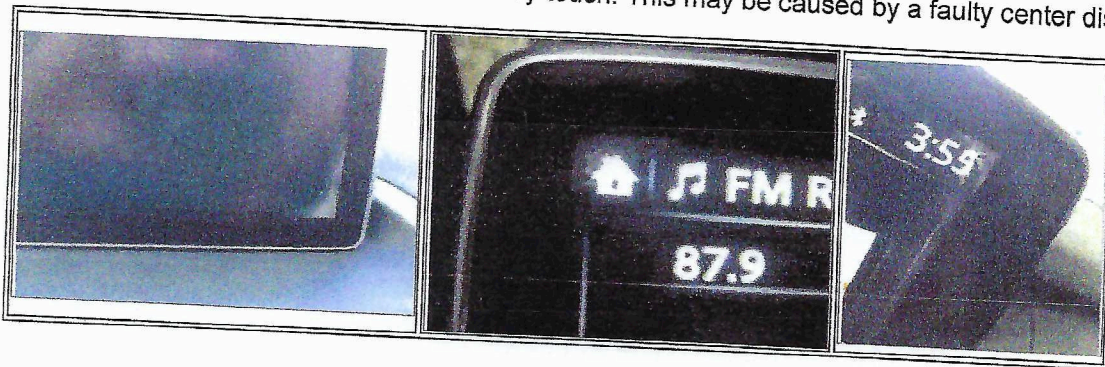
<b>Subject:</b> <span style="border: 1px solid orange; padding: 2px;">Exhibit 2</span> <b>MAZDA CONNECT CENTER DISPLAY CRACKING (SPIDER CRACKING)</b>	<b>Service Alert No.:</b> SA-008/18
	<b>Last Issued:</b> 02/20/2018

## APPLICABLE MODEL(S)/VINS

2014-2018 Mazda3	2016-2018 CX-3	2016-2018 CX-9
2016-2018 Mazda6	2016-2018 CX-5	2016-2018 MX-5

## DESCRIPTION

Some customers may complain about the MAZDA CONNECT center display cracking (spider cracking). The cracks are internal and cannot be felt by touch. This may be caused by a faulty center display.



## REPAIR PROCEDURE

1. Verify customer concern.
2. Replace the MAZDA CONNECT center display. Refer to MGSS online Workshop Manual CENTER DISPLAY REMOVAL/INSTALLATION.
3. Verify repair.

## WARRANTY INFORMATION

### Warranty Compliance Note:

**CONSUMER NOTICE:** The information and instructions in this bulletin are intended for use by skilled technicians. Mazda technicians utilize the proper tools/equipment and take training to correctly and safely maintain Mazda vehicles. These instructions should not be performed by "do-it-yourselfers." Customers should not assume this bulletin applies to their vehicle or that their vehicle will develop the described concern. To determine if the information applies, customers should contact their nearest authorized Mazda dealership. Mazda North American Operations reserves the right to alter the specifications and contents of this bulletin without obligation or advance notice. All rights reserved. No part of this bulletin may be reproduced in any form or by any means, electronic or mechanical—including photocopying and recording and the use of any kind of information storage and retrieval system—without permission in writing.

Page 1 of 2

Service Alert No.: SA-008/18

# 959

Last Issued: 02/20/2018

MAZDA CONNECT center display replacement due to external damage is not covered under Mazda's warranty policy.

**CONSUMER NOTICE:** The information and instructions in this bulletin are intended for use by skilled technicians. Mazda technicians utilize the proper tools/equipment and take training to correctly and safely maintain Mazda vehicles. These instructions should not be performed by "do-it-yourselfers." Customers should not assume this bulletin applies to their vehicle or that their vehicle will develop the described concern. To determine if the information applies, customers should contact their nearest authorized Mazda dealership. Mazda North American Operations reserves the right to alter the specifications and contents of this bulletin without obligation or advance notice. All rights reserved. No part of this bulletin may be reproduced in any form or by any means, electronic or mechanical—including photocopying and recording and the use of any kind of information storage and retrieval system—without permission in writing.

Page 2 of 2



**John Kennedy Mazda**  
1403 Ridge Pike  
Conshohocken, PA 19428  
610-279-1700

**JOHN KENNEDY**  
CONSHOHOCKEN  
Enjoy Your Ride  
**KennedyAuto.com**



**KENNEDY**  
**KWIK EXPRESS**  
CAR CARE  
No Appointment Necessary

*Thank you, we appreciate your business!*

CUSTOMER NO. <b>165404</b> <b>Exhibit 3</b>		ADVISOR <b>CHARLIE BARR</b>	TAG NO. <b>0792</b>	INVOICE DATE <b>05/27/25</b>	INVOICE NO. <b>MACS820961</b>
LORI O'LEARY 412 E EAGLE RD HAVERTOWN, PA 19083		LABOR RATE	LICENSE NO.	MILEAGE <b>36,086</b>	COLOR <b>/</b>
RESIDENCE PHONE <b>610-212-8595</b>		YEAR / MAKE / MODEL <b>18/MAZDA/MAZDA3 4-DOOR/4DR SDN TOUR</b>		DELIVERY DATE	DELIVERY MILES
BUSINESS PHONE <b>610-220-0845</b>		VEHICLE I.D. NO. <b>3 M Z B N 1 V 3 4 J M 2 5 2 5 1 2</b>		SELLING DEALER NO.	PRODUCTION DATE
		F.T.E. NO.		P.O. NO.	R.O. DATE <b>05/23/25</b>
		COMMENTS			REPRINT# <b>1</b>

JOB# 1 CHARGES----- MO: 36086

LABOR-----			
J# 1 50MAZ	MISC NOISE CONCERN	HOURS: 0.00	TECH(S):7689
CUSTOMER STATES RADIO SCREEN IS SPIDERING CHECK AND ADVISE			
PREFROMED SCREEN REPAIR KIT ALL CHECKS OK AT THIS TIME			
			200.85
PARTS-----	QTY	FP-NUMBER	DESCRIPTION
	1	B6YA-61-1JZ	LENS REPAI
			327.79
			TOTAL - PARTS
			327.79
G.O.G. & SUPPLIES-----			
FREIGHT (PARTS)			
			35.00
			TOTAL - GOG
			35.00
JOB# 1 TOTALS-----			
			LABOR
			200.85
			PARTS
			327.79
			G.O.G.
			35.00

**LIMITED LABOR WARRANTY**  
THE REPAIR FACILITY GUARANTEES THE LABOR USED IN PERFORMING THE REPAIRS LISTED ON THIS REPAIR ORDER FOR A PERIOD OF 4 MONTHS OR 4,000 MILES FROM THE DATE SUCH REPAIRS WERE COMPLETED. THIS LIMITED WARRANTY SPECIFICALLY EXCLUDES FRONT END ALIGNMENTS, ELECTRICAL WIRING AND SHORTS, AND FUEL SYSTEM-WHEN DUE TO CONTAMINATION. THIS LIMITED WARRANTY IS EXTENDED TO THE VEHICLE OWNER/CUSTOMER AND IS NOT TRANSFERABLE TO, NOR ENFORCEABLE BY, ANY OTHER PERSON.

JOB# 2 CHARGES----- JOB# 1 JOURNAL PREFIX MACS JOB# 1 TOTAL 563.64

LABOR-----			
J# 2 00MAZ99P	*MULTI POINT INSP	HOURS: 0.00	TECH(S):7689
PERFORM MAZDA FULL CIRCLE REPORT CARD			
Perform multi-point inspection ALL			
			0.00
JOB# 2 TOTALS-----			
			LABOR
			0.00
			PARTS
			0.00
			G.O.G.
			0.00

THIS PART(S) IS SOLD "AS IS". THE ONLY WARRANTIES APPLYING TO THIS PART(S) ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER(S). THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS PART(S) AND/OR SERVICE. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES. IN ADDITION, EXPRESSLY EXCLUDED IS ANY DEALER LIABILITY FOR DEFECTS PERTAINING TO SAFETY OR PERFORMANCE, BY WAY OF "STRICT LIABILITY", NEGLIGENCE OR OTHERWISE.

COMMENTS-----  
X05T5C7CW2:created 2025-05-20 12:34:00pm taken by Keyvana Barrett

TOTALS-----			
***** PLEASE TAKE NOTE *****			
YOUR COMPLETE SATISFACTION IS OUR GOAL AT JOHN KENNEDY.			
IF YOUR EXPERIENCE TODAY WAS NOT "COMPLETELY SATISFIED"			
FOR ANY REASON, PLEASE CONTACT ME DIRECTLY. MY DIRECT PHONE			
NUMBER IS 610-270-8126. THANK YOU.			
SCOTT WISTER - SERVICE DIRECTOR			
FOR COLLISION CENTER PLEASE CONTACT VICTOR EVANGELIST - BODY			
SHOP DIRECTOR AT 610-292-2727. THANK YOU.			
TOTAL LABOR....			200.85
TOTAL PARTS....			327.79
TOTAL SUBLET...			0.00
TOTAL G.O.G....			35.00
TOTAL MISC CHG...			0.00
TOTAL MISC DISC			0.00
TOTAL TAX.....			33.82
TOTAL INVOICE \$			597.46

**Your overall satisfaction is very important to us!**

If for any reason you can not rate your experience with us as "completely satisfied", I ask that you contact me at my direct number shown below.

**Scott Wister**  
**Service Director**  
**610-270-8126**

The Reynolds and Reynolds Company ERAINTINVE  
SF687777 Q (08/16)

CUSTOMER SIGNATURE

*Debi [Signature]*

John Kennedy Mazda of Co  
1411 Ridge Pike  
Conshohocken, PA 19428  
610-279-1700  
www.mazdaofconshohocken.

05/27/2025

12:49

Exhibit 3

Sale

Trans #: 15 Batch #: 446

DEBIT CHIP READ  
Entry Type: CONTACTLESS  
\*\*\*\*\*0261 \*\*/\*\*  
Trace #: 124945  
Network ID: 8  
Invoice #: 820961  
Employee: 68188

TOTAL AMT: USD \$597.46

Resp: APPROVAL 006859  
Code: 006859  
Ref #: 514712124945  
TransID: 385147605640234

App Name: US DEBIT  
AID: A00000000980840  
TUR: 000000000000  
ATC: 006D  
TC: 61EB22CD7D32647B  
IAD: 06061203A00000

Verified By PIN

NO SIGNATURE REQUIRED

There is a 3% processing  
fee on all Credit Card  
which is not greater than  
our cost of acceptance.  
There is no processing  
fee for Non-Credit Card  
transactions

CUSTOMER COPY



Received

JUL 07 2025

by JNDLA

**Mazda Connect Infotainment Settlement,**  
**c/o JND Legal Administration**  
**PO Box 91494**  
**Seattle, WA 98111**

**Karl Lindemann**  
**972 40<sup>th</sup> Street**  
**Oakland, CA 94608**

**RE: Objection to Proposed Settlement in Duffy et a. v. Mazda Motor of America, Inc.,**  
**Case No. 3:24-cv-388-BJB (W.D. Ky.)**

To the Honorable Judge Presiding over the above-entitled case:

I am objecting to the proposed settlement. The benefit to the owners of affected vehicles who were unwilling to prepay the exorbitant costs for repairs is insufficient. Those of us who have malfunctioning infotainment systems but have not previously paid for repairs are limited to a warranty that only covers the CMU repairs and system updates. But Mazda and the plaintiffs both know that the CMU is the cause of defects in only certain instances. Anecdotally it does not even seem like the most common problem. Rather, the digitizer screen itself appears to be the most common culprit. This is so much the case that Mazda has gone out of its way to create a special replacement part so that only the digitizer can be replaced, rather than the entire display screen. (Mazda part number BHY1-61-1JZ.)

I'm concerned that this warranty agreement was made between the parties as the most expedient solution. The plaintiffs can say they got the class members a warranty, Mazda can say they are willing to replace the most expensive hardware part for free, but the owners of vehicles will rarely actually benefit since the CMU is often not actually broken.

My own personal experience with this is born out thusly: I had significant spider cracking and the touchscreen in my car did not work. The Mazda dealership told me my CMU was functioning properly and they would charge me over \$500 to replace the digitizer (using the above part Mazda special-created for this exact issue). I declined their service and purchased the digitizer replacement online and installed it myself. The issues with my touchscreen have been completely fixed. Unfortunately, I purchased the digitizer after the cut-off of this class action for claims so I will not be reimbursed for my out of pocket expenses.

Moreover, the fact that the parties are allowing claims to be made electronically but requiring objections to be sent in writing over snail mail should be fatal to this agreement. Clearly, electronic communication is sufficient for some purposes. It should be sufficient for all. The judge raised concerns over this in the provisional approval order, but in my view was too conciliatory. This appears to be a concession by the parties that given easy access to object, many Mazda owners would. Instead, the parties created roadblocks to objecting to further their goal of this settlement going forward without a hitch, despite it not being in the best interest of Mazda owners.

The settlement should include an extended warranty for *all* hardware parts that cause the known and ongoing issues with the infotainment system in the affected cars. To arbitrarily limit it to a part that is not the primary problem, and to not cover the parts that are the primary problem, is nonsensical and hurts the class members.

Sincerely,

A handwritten signature in black ink, appearing to read "Karl S. Lindemann", followed by a long horizontal flourish line.

Karl Lindemann



AUTO		REGISTRATION VALID FROM				TYPE		LICENSE NUMBER	
07/26/2025 TO 07/26/2026		11		9JQZ471					
VEHICLE IDENTIFICATION NUMBER						MAKE			
JM1BM1M77E1215922						MAZD			
BODY TYPE MODEL		CYLS		DATE FIRST SOLD		CLASS		YR	
HB		00/00/2014		BX		2020		2014	
DATE ISSUED		TYPE VEH		MP		AX		WC	
06/08/2025		120		G					
						UNLADEN/GCGW		TOTAL FEES PAID	
								\$186	
								0100	

REGISTERED OWNER  
LINDEMANN KARL SHAWKAT  
972 40TH STREET  
OAKLAND CA 94608-3704

0

THE GREAT SEAL OF THE STATE OF CALIFORNIA

L0026

RJ1060520255002

STATE OF CALIFORNIA  
DEPARTMENT OF MOTOR VEHICLES  
VALIDATED REGISTRATION CARD  
READ REVERSE SIDE - IMPORTANT INSTRUCTIONS

E 8236703

OAKLAND CA 945  
2 JUL 2025 PM 6 L

Karl Lindemann  
972 46th St  
Oakland, CA 94608

Mazda Connect Infotainment Settlement  
c/o JND Legal Administration  
PO Box 91494  
Seattle, WA 98111

JUL 07 2025

98111-019894



Lea Johnson  
1468 1/2 West Martin Luther King Boulevard  
Apartment B  
Los Angeles, California 90062  
804-543-2464  
July 1st, 2025



Settlement Administrator  
Mazda Infotainment Settlement  
c/o JND Legal Administration  
PO Box 91494  
Seattle, Washington 98111

RE: Objection to Proposed Settlement in *Duffy, et al. v. Mazda Motor of America, Inc.*,  
Case No. 3:24-cv-388-BJB (W.D. Ky.)

To All Concerned Parties:

As a member of the class, I respectfully submit this letter to object to the proposed class action settlement in *Duffy, et al. v. Mazda Motor of America, Inc.*, Case No. 3:24-cv-388-BJB (W.D. Ky.).

As a current owner of a 2018 Mazda CX-5 purchased brand new, I have experienced ongoing issues with the Mazda Connect infotainment system, including repeated freezing, non-responsiveness, and audio glitches. While these issues have not created a direct safety hazard in my case, they significantly undermine the user experience and fail to meet the quality one would expect from a manufacturer of Mazda's reputation, especially for a vehicle marketed for its reliability.

The lawsuit alleges that the Mazda Connect system is defective, specifically stating that the system may "reboot, freeze, become non-responsive, get stuck in a never-ending bootloop process, have unexpected audio or video errors, or otherwise malfunction" (Section 3, Notice of Mazda Connect Infotainment System Class Action Settlement). The proposed settlement acknowledges this by offering reimbursement for past out-of-pocket expenses not only for the Connectivity Master Unit (CMU) and software updates, but also for the SD Card, display, and rear-view camera (Section 8(B)), with the exception of models already covered under NHTSA Safety Recall 23V-487. It is therefore inconsistent and inadequate that the Limited Warranty Extension (LWE) applies only to the CMU and software updates.

If these components—SD Card, display, and rear-view camera—are explicitly eligible for reimbursement due to their connection to the underlying defect, then they should likewise be included in the LWE. Mazda's recognition of their relevance through reimbursement implies these parts are also failing and are direct causes of some or all of the ongoing issues. The current reimbursement terms only apply to individuals who have already



issues—without support unless they do. It is both illogical and inequitable to cover them only retroactively and not proactively under the same warranty protection. This omission forces future repair costs onto consumers, despite their inclusion in the acknowledged failure scope of the system.

Furthermore, the LWE provides a 24-month warranty extension with no mileage limit and is fully transferable (Section 8(A)). Given these generous terms, it would be entirely reasonable to expand its coverage to the same components Mazda is already willing to reimburse for. This would align the warranty scope with the real-world issues consumers are experiencing and promote consistency, fairness, and consumer trust in the brand.

For these reasons, I urge the Court to reject the current settlement terms unless the LWE is modified to include the SD Card, display, and rear-view camera for all applicable models. These components are integral to the proper functioning of the infotainment system and should not be excluded from prospective coverage if they are included for reimbursement.

I have attached a copy of a Mazda Service Alert referencing these infotainment display issues, which specifically includes the 2018 Mazda CX-5 and outlines symptoms such as ghost touch, freezing, and display malfunctions. "Ghost touch" refers to the screen registering input or movement on its own without any physical contact, often causing erratic or unintended behavior in the infotainment system. This document further demonstrates that these failures are known and should be proactively covered under the LWE.

I have not submitted any other objections to class action settlements in the past five years and do not intend to appear at the Final Approval Hearing but respectfully submit this written objection for the Court's consideration.

Lastly, I have also attached a true copy of my vehicle registration to establish Class Membership, in accordance with Section 21 of the Notice of Mazda Connect Infotainment System Class Action Settlement.

Thank you for your consideration.

Sincerely,



Lea Johnson

CC:

Benjamin F. Johns, Shub Johns & Holbrook, LLP

Andrew W. Ferich, Ahdoot & Wolfson, PC

Robert L. Wise and Melissa Foster Bird, Nelson Mullins Riley & Scarborough, LLP

# Service Alert

Mazda North American Operations  
Irvine, CA 92618-2922



<b>Subject:</b>  <b>GEN 6 INFOTAINMENT CENTER DISPLAY REPAIR KIT (GHOST TOUCH, SPIDER CRACKING, SURFACE PEELING, WHITE DOTS)</b>	<b>Service Alert No.: SA-001/23</b>
	<b>Last Issued : 01/12/2023</b>

## BULLETIN NOTES

This SA supersedes the previously issued Service Alert(s) listed below. The changes are noted in Red.

Previous SAs:	Date(s) Issued:
SA-001/23	01/03/23
SA-041/22	11/22/22, 09/13/22, 08/17/22 and 06/22/22

## APPLICABLE MODEL(S)/VINS

2016-2021 Mazda2 (Mexico/Puerto Rico) with VINS lower than 3MDDJ\*\*\*\*\*409029 (produced before July 13, 2021)  
2022 Mazda2 (Mexico) with VINS between 3MDDJ\*\*\*\*\*450001 - 452967 (produced from July 20, 2021 to February 3, 2022)  
2014-2016 Mazda3  
2017-2018 Mazda3 (Japan built) with VINS between JM1BN\*\*\*\*\*100017 - 199538 (produced from June 27, 2016 to October 31, 2018)  
2017-2018 Mazda3 (Mexico built) with VINS between 3MZBN\*\*\*\*\*100013 - 277187 (produced from September 1, 2016 to December 20, 2018)  
2016 Mazda6 (equipped with Center Display P/N GRT7-61-1J0 or GRT7-61-1J0A)  
2017-2021 Mazda6  
2016-2022 CX-3 with VINS lower than JM1DK\*\*\*\*\*604871 (produced before April 28, 2022)  
2017-2020 CX-5 (equipped with Center Display P/N K123-61-1J0 or K123-61-1J0A)  
2016-2022 MX-5

Page 1 of 27

**CONSUMER NOTICE:** The information and instructions in this bulletin are intended for use by skilled technicians. Mazda technicians utilize the proper tools/ equipment and take training to correctly and safely maintain Mazda vehicles. These instructions should not be performed by "do-it-yourselfers." Customers should not assume this bulletin applies to their vehicle or that their vehicle will develop the described concern. To determine if the information applies, customers should contact their nearest authorized Mazda dealership. Mazda North American Operations reserves the right to alter the specifications and contents of this bulletin without obligation or advance notice. All rights reserved. No part of this bulletin may be reproduced in any form or by any means, electronic or mechanical---including photocopying and recording and the use of any kind of information storage and retrieval system ---without permission in writing.

AUTO 12/16/2024 TO 12/16/2025 11 8GWA573

VEHICLE IDENTIFICATION NUMBER  
JM3KFADM5J0470589

BODY TYPE MODEL

UT

DATE ISSUED

12/19/2024

REGISTRATION VALID FROM

TYPE LICENSE NUMBER

MAZD

MAKE

DATE FIRST SOLD

00/00/2018

CLASS

JD

\*YR

Yr. Model

2018

TYPE VEH.

120

MP

G

AX

WC

UNLADEN/G/CGW

TOTAL FEES PAID

\$288

1900

REGISTERED  
OWNER

JOHNSON LEA MONIQUE  
1468 1/2 W MLK BLVD APT B  
LOS ANGELES CA 90062-1225

LINCOLN  
HOLDERS

BK AMER NA  
PO BX 2759  
JACKSONVILLE

FL



L0081

32203  
RJ1121620247204

STATE OF CALIFORNIA  
DEPARTMENT OF MOTOR VEHICLES  
VALIDATED REGISTRATION CARD  
READ REVERSE SIDE - IMPORTANT INSTRUCTIONS

C 6569567



Lea Johnson

1468 1/2 West Martin Luther King Jr. Blvd.

Los Angeles, California 90062

**Retail**

98111

RDC 99

U.S. POSTAGE PAID  
FCM LETTER  
LOS ANGELES, CA 9000  
JUL 02, 2025**\$1.01**

S2322W501278-09

JUL 07 2025

**Settlement Administrator**

Mazda Infotainment Settlement

c/o JND Legal Administration

PO Box 91494

Seattle, Washington 98111

JUL 07 2025

98111-019894

