

# **Exhibit B**

**GUTHRIE, ET AL., V. MAZDA MOTOR OF AMERICA, INC. D/B/A MAZDA NORTH AMERICAN OPERATIONS**

**ADDENDUM TO THE PARTIES' SETTLEMENT AGREEMENT**

Plaintiffs Gary Guthrie, Stephanie Crain, Chad Hinton, Julio Zelaya, Anna Gilinets, Marcy Knysz, Lester Woo and Amy Bradshaw, individually and as representatives of the Class, and Defendant Mazda Motor of America, Inc. d/b/a Mazda North American Operations (with Plaintiffs, the "Parties"), by and through their counsel and with this addendum to their Settlement Agreement, agree that Class Members who would otherwise qualify for the Settlement's benefits (*i.e.*, replacement of the affected valve stem seals, reimbursement for qualifying out of pocket costs, and warranty extension) but their Class Vehicle is already near or beyond the proposed extended warranty period (84 months or 84,000 miles, whichever occurs first) as of the date the Class Settlement receives Final Approval by the Court, the Parties agree that those Class Members shall be extended an additional (1) year and 12,000 miles to a total of 96 months (8 years) or 96,000 miles, whichever occurs first, to bring their Class Vehicles to an authorized Mazda dealership to have the affected Valve Stem Seals replaced free of charge in accordance with the Program set forth in Section II.A.2 of the Settlement Agreement. They shall also remain eligible for reimbursement for qualifying out of pocket costs during the one (1) year following the date of Final Approval by the Court.

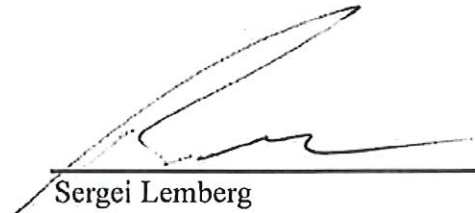
To qualify, the Class Vehicle would still need to meet the requirements set forth in Section II.A.2 of the Settlement Agreement. In short, that provision requires that a Class Vehicle has excessive oil consumption (*i.e.*, defect manifestation) as shown by (1) the Engine Oil Level Warning Light has illuminated with Diagnostic Trouble Code ("DTC") P250F:00, signifying low engine oil level, before the regular oil change interval of 7,500 miles or 1 year; (2) Class Vehicles enrolled with the Mazda Connected Services MyMazda mobile application have recorded a "Low

Engine Oil Level" alert in the application before the regular oil change interval of 7,500 miles or 1 year; or (3) documented previous refilling of oil (either by a dealer or service station or the customer) before the engine oil level warning light came on in between regular oil change interval of 7,500 miles or 1 year (documented proof can include but is not limited to repair orders or invoices from dealers or service stations or a receipt for the purchase of engine oil with documented proof that the refilling occurred before the regular oil change interval), or (4) if neither 1, 2 nor 3, a failed excessive oil consumption test performed at an MNAO authorized dealer and at MNAO's cost.

IN WITNESS HEREOF, the parties have caused this Addendum to the Parties' Settlement Agreement to be executed, by their duly authorized attorneys, as of the date(s) indicated on the lines below.

ON BEHALF OF PLAINTIFFS:

Dated: September 11, 2024




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ON BEHALF OF DEFENDANT:

Dated: September 11, 2024



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