IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

LAURA SAMPSON, *et al.*, individually and on behalf of all others similarly situated, Plaintiffs, v. SUBARU OF AMERICA, INC., Defendants.	Case No. 1:21-CV-10284-ESK-SAK Motion Date: November 3, 2025

PLAINTIFFS' UNOPPOSED MOTION FOR APPROVAL OF ATTORNEYS' FEES, EXPENSES, AND CLASS REPRESENTATIVE SERVICE AWARDS

PLEASE TAKE NOTICE that on November 3, 2025 at 11:00 AM or as soon thereafter as the matter can be heard, Plaintiffs James Sampson, Janet Bauer, Lisa Harding, Barabara Miller, Shirley Reinhard, Celeste Sandoval, Xavier Sandoval, Danielle Lovelady Ryan, and Elizabeth Wheatley ("Plaintiffs") individually and on behalf of all other similarly situated, move this Court before Edward S. Kiel, U.S.D.J., respectfully move the Court for an Order approving an award of attorneys' fees, reimbursement of costs and expenses, and service awards for the Representative Plaintiffs.

In support of this motion, Plaintiffs rely upon the accompanying brief in support, the Declaration of Russell D. Paul, the Declaration of Cody R. Padgett, and the Declaration of Samuel M. Ward.

Defendant Subaru of America, Inc. does not oppose this motion.

Dated: August 22, 2025

Respectfully submitted,

By:*/s/ Russell D. Paul*

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

LAURA SAMPSON, *et al.*, individually and on behalf of all others similarly situated, Plaintiffs, v. SUBARU OF AMERICA, INC., Defendant.	Case No. 1:21-CV-10284-ESK-SAK

PLAINTIFFS' BRIEF IN SUPPORT OF THEIR UNOPPOSED MOTION FOR APPROVAL OF ATTORNEYS' FEES, EXPENSES, AND CLASS REPRESENTATIVE SERVICE AWARDS

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I. INTRODUCTION

After litigating this case on a wholly contingent basis since April 27, 2021, and successfully negotiating a settlement that creates substantial benefits for the settlement class, Plaintiffs[1] seek to recover reasonable attorneys' fees and expenses of $2,500,000. Plaintiffs also move for service awards of $5,000 each[2] for their service on behalf of the class. The negotiated attorneys' fees and expenses are part of a nationwide Settlement that resolves Plaintiffs' allegations that certain model year 2013-2024 Subaru vehicles, distributed by Defendant Subaru of America, Inc. ("SOA or "Defendant") in the continental United States, that are equipped with Pre-Collision Braking, Rear Automatic Braking, and/or Lane Keep Assist features of EyeSight ("Settlement Class Vehicles"), contain one or more defects in the design, workmanship, and/or manufacturing of the EyeSight system installed in the Settlement Class Vehicles, specifically concerning the Pre-Collision Braking, Rear

[1] The named Plaintiffs who are Parties to the Settlement Agreement, individually and as representatives of the Settlement Class, are Plaintiffs James Sampson, Janet Bauer, Lisa Harding, Barabara Miller, Shirley Reinhard, Celeste Sandoval, Xavier Sandoval, Danielle Lovelady Ryan, and Elizabeth Wheatley ("Plaintiffs"). "Parties" is defined as Plaintiffs and Defendant Subaru of America, Inc. Unless indicated otherwise, capitalized terms used herein have the same meaning as those defined by the Settlement Agreement ("S.A."), ECF No. 140-3, attached to the Declaration of Russell Paul as Exhibit A.

[2] Each Settlement Class Representative seeks to be paid $5,000, except for Celeste and Xavier Sandoval, who seek to receive only one award of $5,000 collectively because they, together, own the same Settlement Class Vehicle.

Automatic Braking, and Lane Keep Assist features that caused them to not function properly.

As detailed below, Class Counsel successfully pursued this case in which Plaintiffs alleged violations of the consumer statutes of their states of residence (including California, Florida, Illinois, New Hampshire, New York, North Carolina, Pennsylvania, Texas, and Wisconsin), breach of express and implied warranties, fraud by concealment or omission, violation of the Magnuson-Moss Warranty Act, and unjust enrichment. As a result of efforts by Plaintiffs' Counsel and Plaintiffs, they have achieved a Settlement providing for substantial benefits to Settlement Class Members, including an extensive warranty extension and a reimbursement of certain previous past-paid out-of-pocket repair expenses for Settlement Class Members.

Critically, the Parties negotiated the attorneys' fees, expenses, and service award at arms' length and reached an agreement regarding these terms only after they had agreed upon all other material terms of the Settlement. Class Counsel's request is especially reasonable because the fees and awards will be paid directly by Defendant and will not reduce any of the reimbursement funds available to Settlement Class Members. *See, e.g., Haas v. Burlington Cnty.*, 2019 WL 413530, at *9 (D.N.J. Jan. 31, 2019) ("[T]he amount of attorneys' fees was negotiated as a separate aspect of the settlement agreement, which further supports

reasonableness.").

As discussed below, given the amount of work performed by Plaintiffs' Counsel, the outstanding results achieved and other applicable factors, the fee and expense requests are reasonable and should be approved. The service awards requested by Plaintiffs are also within the range of those awards approved by this Court and are warranted here to recognize the substantial time and effort Plaintiffs committed to this case, which was indispensable to its successful resolution. *See, e.g.*, *Henderson v. Volvo Cars of N. Am., LLC*, 2013 WL 1192479, at *19 (D.N.J. Mar. 22, 2013) (approving incentive awards of $5,000-$6,000). Accordingly, Plaintiffs respectfully request that the Court grant the Motion and approve the requested amounts.

II. FACTUAL BACKGROUND AND SETTLEMENT HISTORY

A. Plaintiffs' Experiences with the Class Vehicles and Pre-Suit Investigation

This nationwide class action arises out of an alleged defect in certain model year 2013-2024 Subaru vehicles equipped with an Eyesight system. Plaintiffs allege that the Pre-Collision Braking, Rear Automatic Braking, and/or Lane Keep Assist features of the EyeSight system are defective, such that they are prone to applying and/or not applying the brakes at inappropriate or unexpected times, and/or jerking the steering wheel such that the vehicle nearly hits vehicles in other lanes of traffic. Each of the settling Plaintiffs asserts that he or she purchased a Settlement Class

Vehicle[3] that experienced the Eyesight system defect. Defendant has vigorously disputed Plaintiffs' claims. *See* Declaration of Russell D. Paul ("Paul Decl.") ¶ 9. Defendant maintains that the subject vehicles' EyeSight systems and features were properly designed, manufactured, marketed, distributed and sold; were not defective in any way; were reasonably safe; are extremely beneficial insofar as preventing, and/or minimizing the severity of, crashes; that the instructions and information provided to consumers were adequate and sufficient; that no warranties were breached nor any statutes, laws or rules violated; and that there was no wrongdoing with regard to the subject vehicles' EyeSight systems and features.

Specifically, Plaintiff James Sampson purchased from an authorized dealership a new 2017 Subaru Outback Limited equipped with an EyeSight system in May 2017 in Springfield, Illinois. *See* Third Amended Complaint ("TAC"), ECF No. 66 ¶ 21. Within the first year of ownership, the Plaintiff Sampson and his wife began to experience the EyeSight system defect, when the system would engage the brakes suddenly while trying to back out of a driveway, despite there being no obstacles in the way. When this occurred, the vehicle applied the brakes so abruptly

[3] The Settlement Class Vehicles are identified with particularity by Vehicle Identification Number, but due to the voluminous nature of the VIN list (approximately 997,359 lines long), the Parties indicated on the Exhibit sheet that it would be provided at the Court's request. *See* ECF 140-8. Class Members may use a VIN lookup tool on the class settlement website. Settlement Class Vehicles include certain model year 2013-2022 Subaru Legacy and Subaru Outback vehicles; certain model year 2015-2023 Subaru Impreza and Subaru Crosstrek vehicles; certain model year 2014-2021 Subaru Forester vehicles; certain model year 2019-2022 Subaru Ascent vehicles; certain model year 2016-2011 Subaru WRX vehicles; and certain model year 2022-2024 Subaru BRZ vehicles.

that the seatbelt tensioners engaged, and it felt as though the front wheels actually lifted off the ground. *Id.* at ¶ 26. Although they complained to authorized Subaru dealership, the dealership brushed off the complaints and indicated the system was functioning properly. *Id.* at ¶ 27. No repairs have ever been attempted by Defendant or any authorized repair facility, despite the complaints. *Id.* at ¶ 28. He continues to intermittently experience sudden, unnecessary braking when trying to back out of the driveway and has taken video demonstrating the same. *Id.* at ¶ 29.

Plaintiff Elizabeth Wheatley purchased a new 2019 Subaru Crosstrek equipped with an EyeSight system in November 2018, from an authorized Subaru dealership in Pennsylvania. *Id.* at ¶ 45. Within the first year of ownership, Plaintiff Wheatley began to frequently experience the Eyesight system defect. While driving around 50 miles per hour, and when the closest vehicle was over 200 feet away, the Eyesight system suddenly engaged and forced the vehicle to brake without cause. *Id.* at ¶ 50. She continued to experience sudden, forceful braking multiple times when there are no obstacles on the road. *Id.* at ¶ 51. She complained to the authorized Subaru dealership when she took her vehicle in for routine service, but the dealership dismissed her concerns and represented that the system was functioning properly. Despite her complaints, no repairs have ever been attempted by Defendant or an authorized repair facility. *Id.* at ¶ 53.

Plaintiff Shirley Reinhard and her husband purchased a certified pre-owned 2015 Subaru Outback equipped with an EyeSight system from an authorized dealership in October 2017 in Wisconsin. Within the first month of ownership, the Reinhards began to experience the defect when the Pre-Collision Braking would

engage the brakes suddenly even though there were no obstacles in the way. The sudden engagement of the brakes without any obstacles or other issues would occur two or three times a month. *Id.* at 62. The Reinhards mentioned it to an employee in the service department at the Subaru dealership when they brought the vehicle in to for an oil change but were only told that they may not see what the car sees, and this would only happen once in a while. *Id.* at 63.No repairs were ever attempted. *Id.* at ¶ 64. In or around September 2020, another vehicle ran a red light and hit her vehicle while she was driving with a green light. The Eyesight system did not engage until her vehicle had already flipped onto the roof. *Id.* at ¶¶ 65. In part, as a result of the defect, she lost complete use of the vehicle. *Id.* at ¶ 66.

Plaintiff Lisa Harding purchased from an authorized dealership a new 2020 Subaru Forester equipped with an EyeSight system in June 2020 in New York. Within the first year of ownership, Plaintiff Harding and her husband, David Harding, began to experience the system defect. On or around May 13, 2021, the Hardings were driving their vehicle at 45 miles per hour when the vehicle suddenly applied the brakes despite nothing on the road in front of them. *Id.* at ¶ 75. Following this incident, they brought their vehicle in to a Subaru dealership to complain about the system. Based on their recollection, the service manager said they test drove the vehicle, did not find any problems, and indicated that the AEB system was functioning properly. A service writer at the dealership said their experience may have been caused from dark shadows on the road. *Id.* at ¶ 76. There were no repairs attempted, despite their complaint. *Id.* at ¶ 77.

Plaintiff Janet Bauer is the estate representative of John Armour, who leased a new 2020 Subaru Forester equipped with an EyeSight system from an authorized dealership in September 2020 in Pennsylvania. *Id.* at ¶ 81. With approximately 3,000 miles on the odometer, while she was driving in a rainstorm the Eyesight system activated despite no obstacles in the road. The dashboard lit up, the warnings sounded, and the brakes applied, nearly stopping the vehicle in the road. The system then disengaged, and a message flashed on the dashboard indicating that the AEB system was not working or had turned itself off. *Id.* at ¶ 86. The system was still not functioning, and she took the vehicle to an authorized dealership for repair the following week. The representative from the dealership said the system had functioned properly and that it can turn off during a rainstorm, and turned it back on. *Id.* at ¶ 87. Several days later, while driving over a bridge and the sunlight became bright, the Eyesight system flashed warnings and applied full braking force causing her vehicle to stop in the middle of traffic and she was rear-ended by another 202 Subaru Forrester equipped with the Eyesight system, damaging both vehicles. The vehicle's brakes automatically engaged again on two more occasions while being loaded onto a wrecker truck. *Id.* at ¶ 88. After an inspection of her vehicle, Defendant sent her a letter that there was no manufacturing defect. The vehicle remained at the dealership for over three months for repairs, and Subaru did not provide information from the inspection. *Id.* at ¶¶ 89-91.

Plaintiff Barabara Miller purchased a new 2020 Subaru Forester equipped with an EyeSight system in August 2020 in Florida from an authorized dealership. *Id.* at ¶ 95. Within the first month of ownership, Plaintiff Miller began to experience

the defect, including the system engaging when there were no obstacles on the road and shutting down when it rained, for which the dealership told her there was nothing wrong and recommended not to drive in the rain. *Id.* at ¶¶ 100-101. In another instance, Plaintiff Miller was driving her vehicle when a vehicle turned in front of her, about 30 feet away, and the system suddenly engaged and forced the vehicle to brake causing the vehicle to come to a complete stop and resulting in the tires screeching and skidding. The vehicle behind her had a stop suddenly to avoid rear ending Plaintiff Miller's vehicle. *Id.* at ¶ 102. Even though she has complained, no repairs were ever attempted by Defendant or an authorized repair facility. *Id.*at ¶ 103.

Plaintiffs Celeste and Xavier Sandoval purchased a new 2019 Subaru Ascent equipped with an EyeSight system in October 2018 in Texas from an authorized dealership. Two weeks after their purchase, while driving in normal daylight conditions, the Eyesight system caused the vehicle to slam on the brakes despite no obstacles in the road. *Id.* at ¶ 123. They have also experienced frequent system failures that cause the vehicle to jerk the steering wheel. *Id.* at ¶ 125. Their vehicle was serviced exclusively by an authorized dealership in San Antonio, but they continue to experience unnecessary braking and forceful jerking of the steering wheel. *Id.* at ¶¶ 127-128.

Plaintiff Danielle Lovelady Ryan purchased a new 2021 Subaru Ascent equipped with an EyeSight system in November 2020 in California from an authorized dealership. Soon after purchasing her vehicle, she began to frequently experience the Eyesight system defect, including when the system would not engage

when obstacles were approaching or apply brakes when there were no obstacles. The system also pulled her vehicle into oncoming traffic and vehicle next to her, resulting in her almost hitting those vehicles. She complained about the vehicle, submitted an official complaint to the NHTSA, further complained and was told there was no recall or defect. ¶¶ 138-140. No repairs were made. She eventually traded in the vehicle, resulting in a $5,800 loss on the vehicle. *Id.* at ¶144.

Class Counsel also thoroughly investigated the alleged defect prior to filing the lawsuit. *See* Paul Decl. ¶ 10. Class Counsel analyzed Plaintiffs' issues, interviewed many other putative Class Members, reviewed vehicle repair records, analyzed Technical Service Bulletins addressing the relevant issues, analyzed symptoms of the defect in the Settlement Class Vehicles, analyzed owners' and warranty manuals for the Settlement Class Vehicles, Defendant's marketing of the Eyesight system, researched publicly available documents and reviewed other materials, to determine the extent to which the alleged defect affected the putative Class, as well as Defendant's alleged knowledge. *Id.* In addition, Class Counsel continued to respond to inquiries from many putative Class Members and investigate their complaints. *Id*.

B. Overview of the Litigation, Discovery, and Settlement Negotiations

Plaintiffs filed their initial complaint on April 27, 2021, alleging that their vehicles were defective and asserting claims against Defendant and Subaru Corporation for, *inter alia*, alleged violation of the consumer statutes of their states of residence, including the Illinois Consumer Fraud Act, New York General

Business Law §§ 349-350, the Pennsylvania Unfair Trade Practices and Consumer Protection Law, and the Wisconsin Deceptive Trade Practices Act, breach of express and implied warranties, and fraud by concealment or omission, the Magnuson-Moss Warranty Act, and unjust enrichment. ECF No. 1. Following a stipulation between the Parties, *see* ECF No. 24, Plaintiffs filed their First Amended Complaint ("FAC") on May August 16, 2021. *See* ECF No. 28. SOA requested a pre-motion conference on October 7, 2021. *See* ECF No. 30. Plaintiffs filed their response on November 4, 2021. *See* ECF No. 37. Following a meet and confer, the Parties obviated the need for a motion to dismiss and instead filed a stipulation dismissing certain claims with prejudice and allowing Plaintiffs to file a Second Amended Complaint, which the Court so-ordered on November 12, 2021. *See* ECF Nos. 39; 40.

Subsequently, on November 29, 2021, Plaintiffs filed the Second Amended Complaint against only SOA. *See* ECF No. 42. On February 4, 2022, SOA filed an Answer. *See* ECF No. 47. Shortly thereafter, discovery began. Plaintiffs then filed a Third Amended Complaint on July 1, 2022, which SOA answered on July 14, 2022. *See* ECF Nos. 66, 69. Certain former Plaintiffs were voluntarily dismissed on August 25, 2022 and January 31, 2023. On November 15, 2023, Plaintiff Janet Bauer was substituted for Plaintiff John Armour following his death. *See* ECF No. 109.

Prior to settlement, Plaintiffs exchanged substantial written discovery with SOA. The parties responded to multiple rounds of requests for production of documents, as well as interrogatories. Plaintiffs provided rolling productions of documents to SOA, and received and reviewed 271,171 pages of documents from SOA. *See* Paul Decl. at ¶ 13. Plaintiffs also received and reviewed 35,801 pages of

documents, as well as technical data files and diagnostics, from Subaru Corporation. *Id*. Plaintiffs obtained and analyzed technical specifications and reports, design drawings and schematics, production part approval documentation, incident investigation and vehicle inspection reporting, reports concerning customer communications and complaints, warranty data, NHTSA communications, and safety and reliability evaluations and testing results. *Id.* at ¶¶ 10, 13, 12. Six of the plaintiffs – David Harding, Lisa Harding, Barbara Miller, Shirley Reinhard, James Sampson, and Elizabeth Wheatley – were deposed before the Parties agreed to explore settlement negotiations and participate in mediation. *Id*. Based on the discovery exchanged, Class Counsel gained an understanding of both the strengths and weaknesses of Plaintiffs' claims. Paul Decl. ¶ 13.

Following the Parties' exchanges and analyses of substantial discovery, the Parties mutually agreed to explore the possibility of a settlement. Paul Decl. ¶ 14. The Parties engaged the services of Bradley A. Winters, Esq., a neutral with substantial experience in resolving automotive class actions, scheduled mediation to be held on August 14, 2024, and began the negotiations of a potential class settlement. *Id.*

The parties then engaged in arm's length settlement negotiations during the mediation session with Mr. Winters on August 14, 2024. Paul Decl. ¶15. The mediation was successful in resolving many of the material terms of a class settlement of this action. *Id*. After the mediation session, the Parties continued their arm's length negotiations of the remaining settlement terms, and were eventually able to negotiate a class settlement. At all times, the Parties' negotiations were

adversarial and non-collusive, and the Settlement constitutes a fair, adequate, and reasonable compromise of the claims at issue. Paul Decl. ¶¶ 8, 38.

Based on the information exchanged pursuant to settlement negotiations as well as a thorough investigation begun prior to filing the Complaint and continuing through the course of the litigation, including interviewing putative Class Members, researching publicly available materials, and inspecting Class Vehicles, Class Counsel gained a thorough understanding of both the strengths and weaknesses of Plaintiffs' claims and believe the proposed terms of the Settlement Agreement represents a substantial recovery on behalf of the putative Class. *Id.* at ¶ 13.

Only after agreeing to the structure and material terms for settlement of the Class claims, the Parties negotiated, and ultimately agreed upon an appropriate request for service awards and Plaintiffs' attorneys' fees and expenses. *Id.* at ¶ 16. All the terms of the Settlement Agreement are the result of extensive, adversarial, and arm's-length negotiations between experienced counsel for both sides. *Id.* at ¶ 15. The settlement is set forth in complete and final form in the Settlement Agreement. *Id.* ¶ 17; ECF No. 140-3.

On March 31, 2025, the Court granted Preliminary Approval of Class Action Settlement, certifying a Settlement Class consisting of:

> All persons and entities who purchased or leased, in the continental United States, certain model year 2013-2022 Subaru Legacy vehicles; certain model year 2013-2022 Subaru Outback vehicles; certain model year 2015-2023 Subaru Impreza vehicles; certain model year 2015-2023 Subaru Crosstrek vehicles; certain model year 2014-2021 Subaru Forester vehicles; certain model year 2019-2022 Subaru Ascent vehicles; certain model year 2016-2021

> Subaru WRX vehicles; and certain model year 2022-2024 Subaru BRZ vehicles, which are specifically designated by Vehicle Identification Number (VIN) in Exhibit 5 to the Settlement Agreement, which were distributed by Subaru of America, Inc. in the continental United States and are equipped with Pre-Collision Braking, Rear Automatic Braking, and/or Lane Keep Assist features of EyeSight (hereinafter, the "Settlement Class").

ECF No. 142 ("Preliminary Approval Order"), at 3. [4]

III. MATERIAL TERMS OF THE SETTLEMENT

A. Benefits to the Settlement Class

The Settlement provides to the Settlement Class substantial benefits that squarely address the Eyesight defect issues raised in this litigation. The Settlement provides for an extensive warranty extension and a reimbursement of certain previous past-paid out-of-pocket repair expenses, as follows.

[4] Excluded from the Settlement Class are: (a) all Judges who have presided over the Actions and their spouses; (b) all current employees, officers, directors, agents and representatives of Defendant, and their family members; (c) any affiliate, parent or subsidiary of Defendant and any entity in which Defendant has a controlling interest; (d) anyone acting as a used car dealer; (e) anyone who purchased a Settlement Class Vehicle for the purpose of commercial resale; (f) anyone who purchased a Settlement Class Vehicle with salvaged title and/or any insurance company that acquired a Settlement Class Vehicle as a result of a total loss; (g) any insurer of a Settlement Class Vehicle; (h) issuers of extended vehicle warranties and service contracts; (i) any Settlement Class Member who, prior to the date of the Settlement Agreement, settled with and released Defendant or any Released Parties from any Released Claims, and (j) any Settlement Class Member who files a timely and proper Request for Exclusion from the Settlement Class that is accepted by the Court. *See* S.A. § I.V.; Preliminary Approval Order, ECF 142, at 3-4.

1. Warranty Extension for Current Owners and Lessees of Settlement Class Vehicles

Effective on the Court-ordered date by which the Claim Administrator shall mail the Class Notice of this Settlement to the Settlement Class ("Notice Date"), SOA will extend its New Vehicle Limited Warranties ("NVLWs") applicable to the Settlement Class Vehicles to cover 75% of the cost of a Covered Repair,[5] by an authorized Subaru retailer for up to 48 months or 48,000 miles, whichever occurs first, from the Settlement Class Vehicle's In-Service date. This constitutes a robust 33% extension of the original NVLW warranty period of 36 months or 36,000 miles, whichever occurs first. In addition, in the event a particular Settlement Class Vehicle's Warranty Extension time period has already expired as of the Notice Date, then for that Settlement Class Vehicle, the time limitation of the Warranty Extension will be extended until four (4) months from the Notice Date.

This Warranty Extension follows the same terms as Subaru's original NVLW, except for the extended duration. The Warranty Extension is also fully transferable to subsequent owners.

2. Reimbursement of Certain Past Paid Out-of-Pocket Expenses For a Covered Repair

The Settlement also provides for reimbursement of 75% of the paid invoice amount (parts and labor) of a Covered Repair that was made prior to the Notice Date

[55] A "Covered Repair" means repair or replacement, including parts and labor, of diagnosed and confirmed malfunction or failure of a Settlement Class Vehicle's Pre-Collision Braking, Rear Automatic Braking, and/or Lane Keep Assist feature of the EyeSight system that resulted from failure or malfunction of the EyeSight camera assembly and/or rear sonar sensors. S.A. § I.K.

and within 48 months or 48,000 miles, whichever occurred first, from the Settlement Class Vehicle's In-Service Date. This reimbursement is available to current and prior owners and lessees of Settlement Class Vehicles. Settlement Class Members may submit a Claim, including a Claim Form and Proof of Repair Expense, to the Settlement Administrator to receive the reimbursement.

In this regard, the Parties have, subject to the Court's approval, retained JND Legal Administration as the Settlement Administrator. JND Legal Administration has substantial experience, and has been repeatedly approved by Courts, regarding claim administration in automotive class settlements of this type. In addition, the Settlement provides for a reasonable claim process in which, although the Settlement Administrator's ultimate decisions on the claims are binding, a Settlement Class Member whose claim is deficient or incomplete will be mailed a written letter or notice of the deficiency(ies) and afforded 30-days to cure it/them, and he/she can also seek an Attorney Review of a full or partial denial of a claim within 14 days of the Claim Administrator's letter or notice of denial.

B. Release of Claims/Liability

In consideration of the Settlement benefits, Defendant and its related entities and affiliates (the "Released Parties," as defined in S.A. § I.U.) will receive a release of claims and potential claims based on a failure or malfunction of a Settlement Class Vehicle's Pre-Collision Braking, Rear Automatic Braking, and Lane Keep Assist features of the EyeSight system, and any component parts thereof, which are the subject of this litigation and Settlement, including the claims that were or could have

been asserted in the litigation related to these malfunctions (the "Released Claims," as defined in S.A. § I.T.). The scope of the release properly reflects the issues, allegations and claims in this case and specifically excludes claims for death, personal injury and property damage (other than damage to the Settlement Class Vehicle itself).

C. Proposed Attorneys' Fees, Litigation Expenses, and Service Awards

The Parties did not discuss the issues of Class Representative service awards or reasonable Class Counsel attorneys' fees and expenses until after agreement was reached on the material terms of the Settlement. Thereafter, the Parties, were able to negotiate sums for attorneys' fees, expenses, and service awards separately, with the amount finally awarded by the Court not affecting the Class benefits in any way. *See* S.A. § V.III.C; *see also See* Paul Decl. ¶ 16. Subject to Court approval, Defendant has agreed to not oppose Class Counsel's request for (a) attorneys' fees and expenses in the combined aggregate amount of up to (and not exceeding) $2.5 million, and (b) service awards of up to, but not exceeding, $5,000 to each of the Class Representative Plaintiffs (with Plaintiffs Celeste and Xavier Sandoval to receive only one award of $5,000 collectively because they, together, own the same Settlement Class Vehicle), for a total combined service award of $40,000, such that there will be one payment per vehicle owned or leased by the named Class Representative Plaintiffs. Significantly, the awards for class counsel's reasonable

fees/expenses and for the class representatives, up to the amounts agreed by the Parties, will not reduce or otherwise have any effect on the benefits the Settlement Class Members will receive.

D. Notice to Settlement Class Members and Response

Notice has been disseminated to Settlement Class Members pursuant to the Notice Plan as described in the Settlement Agreement, § IV. *See* Declaration of Lara Jarjoura ("Jarjoura Decl."), ¶¶ 10-16. JND Legal Administration, preliminarily appointed by the Court as the Claim Administrator (Preliminary Approval Order, ¶ 8), mailed the Class Notice to approximately 5,049,923 Settlement Class Members on July 29, 2025 via first class mail. *Id.* at ¶ 10. Settlement Class Members were located based on the Settlement Class Vehicles' VINs and using the services of a third-party data aggregation service to acquire contact information for current and former owners and lessees of the Settlement Class Vehicles based on vehicle registration information from the state Departments of Motor Vehicles ("DMVs") for all fifty states and U.S. Territories. S.A. § IV.B.2; Jarjoura Decl. at ¶ 6. The Claim Administrator performed address research using the United States Postal Service National Change of Address database to obtain the most current mailing address information for potential Settlement Class Members. *Id.* at ¶ 9.

In addition to the mailed Class Notice, on July 29, 2025, the Claim Administrator also established a dedicated Settlement website,

www.EyesightSettlement.com, which includes details about the lawsuit, the Settlement and its benefits, and the Settlement Class Members' legal rights and options including objecting to or requesting to be excluded from the Settlement and/or not doing anything; instructions on how and when to submit a claim for reimbursement; instructions on how to contact the Claim Administrator by e-mail, mail or (toll-free) telephone; copies of the Class Notice, Claim Form, the Settlement Agreement, Motions and Orders relating to the Preliminary and Final Approval processes and determinations, and important submissions and documents relating thereto; important dates pertaining to the Settlement including the procedures and deadlines to opt-out of or object to the Settlement, the procedure and deadline to submit a claim for reimbursement, and the date, place and time of the Final Fairness Hearing; and answers to Frequently Asked Questions (FAQs). S.A. § IV.B.6; Jarjoura Decl. at ¶¶ 17-20. As of August 7, 2025, the Settlement website has tracked 306,437 unique users with 854,275 page views. *See id.* at ¶ 20.

Pursuant to 28 U.S.C. § 1715, the Class Action Fairness Act of 2005, the Claim Administrator also provided timely notice to the U.S. Attorney General and the applicable State Attorneys General ("CAFA Notice") so that they may review the proposed Settlement and raise any comments or concerns to the Court's attention prior to final approval. S.A. § IV.A; Jarjoura Decl. at ¶ 5.

Pursuant to the Preliminary Approval Order, Settlement Class Members have

until August 28, 2025 to object or to request exclusion from the Settlement Class. Settlement Class Members have until September 27, 2025 to submit reimbursement claims. As of August 21, 2025, there is one objection to the Settlement and 137 requests for exclusion. *See* Jarjoura Decl. ¶ 29. Plaintiffs will file any supplemental papers addressing any subsequently filed objections by October 2, 2025, per the terms of the Preliminary Approval Order.

IV. ARGUMENT

A. Legal Standard

Courts "may award reasonable attorney's fees and nontaxable costs that authorized by law or by the parties' agreement," where a settlement is obtained for the class. Fed. R. Civ. P. 23(h). "The awarding of fees is within the discretion of the Court, so long as the Court employs the proper legal standards, follows the proper procedures, and makes findings of fact that are not clearly erroneous." *In re Philips/Magnavox Television Litig.*, 2012 WL 1677244, at *15 (D.N.J. May 14, 2012) (citing *In re Cendant Corp. PRIDES Litig.*, 243 F.3d 722, 727 (3d Cir. 2001)). When awarding fees in a class action settlement, the Court is "required to clearly articulate the reasons that support its fee determination." *Henderson*, 2013 WL 1192479, at *14 (citations omitted). By negotiating the fee at arm's length, the parties followed the Supreme Court's directive that "[i]deally, of course, litigants will settle the amount of a fee." *Hensley v. Eckerhart*, 461 U.S. 424, 437 (1983).

Further, courts in this Circuit "routinely approve incentive awards" to named plaintiffs. *Cullen v. Whitman Med. Corp.*, 197 F.R.D. 136, 145 (E.D. Pa. 2000).

Pursuant to the Settlement Agreement, Class Counsel seek a fee and expense award of $2,500,000, accounting for both attorneys' fees and expenses. Plaintiffs also seek approval of $5,000 service awards for each of the Settlement Class Representatives, except for two, Plaintiffs Celeste and Xavier Sandoval, who will receive $5,000 collectively.[6] The requested awards are reasonable in light of the work performed and the results achieved by the Settlement and are consistent with awards approved by other courts in this District. The Settlement is the result of the dedicated efforts of Class Counsel and includes a thorough pre-litigation investigation by Class Counsel, involving a case with complex issues of fact and law. Moreover, the requested fees, expenses, and service awards will be paid separately from the benefits made available to the Settlement Class, resulting in no reduction of the amounts available to Settlement Class Members via reimbursement.

In class action settlements, attorneys' fees are assessed either through the percentage-of-recovery method or through the lodestar method. *Granillo v. FCA US LLC*, 2019 WL 4052432, at *3 (D.N.J. Aug. 27, 2019) (quoting *In re AT&T Corp.*, 455 F.3d 160, 164 (3d Cir. 2006)). Which of these two methodologies to use is

[6] The service awards of $5,000 are to be distributed as one service award per Class Vehicle. Celeste and Xavier Sandoval together own the same vehicle.

"within the district court's sound discretion." *Charles v. Goodyear Tire & Rubber Co.*, 976 F. Supp. 321, 324 (D.N.J. 1997). Here, where there is no common fund, the lodestar method is typically used to assess fees. *See, e.g.*, *Phillips v. Philadelphia Hous. Auth.*, 2005 WL 1899504, at *3 (E.D. Pa. Aug. 8, 2005) (utilizing lodestar method when there was no common fund); *Talone v. Am. Osteopathic Ass'n*, 2018 WL 6318371, at *16 (D.N.J. Dec. 3, 2018) (same).

The Court should apply the lodestar method to determine a reasonable fee because the fees and expenses will be paid in addition to the benefits provided directly to the Settlement Class. "Here, the settlement benefits are not derived from a set pool of funds, and no specific monetary figure has been set aside to provide relief to the Class Members." *Granillo*, 2019 WL 4052432, at *3.[7] When applying this method, the Court "determines an attorney's lodestar by multiplying the number of hours he or she reasonably worked on a client's case by a reasonable hourly billing rate for such services given the geographical area, the nature of the services provided, and the experience of the lawyer." *Gunter v. Ridgewood Energy Corp.*, 223 F.3d 190, 195 n.1 (3d Cir. 2000). The Court "is not required to engage in this analysis with mathematical precision or 'bean-counting'" and "may rely on

[7] As such, it is common for the lodestar method to be used by Courts in class action settlement against automobile manufacturers where settlement benefits are not derived by a common fund. *Id.*; *Skeen v. BMW of N. Am., LLC*, 2016 WL 4033969, at *18 (D.N.J. July 26, 2016); *Henderson*, 2013 WL 1192479, at *16; *Gray v. BMW of N. Am., LLC*, 2017 WL 3638771, at *6 (D.N.J. Aug. 24, 2017).

summaries submitted by the attorneys" without "scrutiniz[ing]every billing record." *Henderson*, 2013 WL 1192479, at *15 (quoting *In re Rite Aid Corp. Sec. Litig.*, 396 F.3d 294, 306- 07 (3d Cir. 2005)); *see Fox v. Vice*, 563 U.S. 826, 838 (2011) ("[T]rial courts need not, and indeed should not, become green-eyeshade accountants.").

To evaluate the reasonableness of the fee, the Third Circuit has identified ten factors for determining the reasonableness of attorneys' fees: (1) the size of the fund created and the number of persons benefitted; (2) the presence or absence of substantial objections by members of the class to the settlement terms and/or fees requested by counsel; (3) the skill and efficiency of the attorneys involved; (4) the complexity and duration of the litigation; (5) the risk of nonpayment; (6) the amount of time devoted to the case by plaintiffs' counsel; (7) the awards in similar cases; (8) the value of benefits attributable to the efforts of class counsel relative to the efforts of other groups, such as government agencies conducting investigation; (9) the percentage fee that would have been negotiated had the case been subject to a private contingent fee agreement at the time counsel was retained; and (10) any innovative terms of settlement. *Halley v. Honeywell Int'l, Inc.*, 861 F.3d 481, 496 (3d Cir. 2017) (citing *Gunter*, 223 F.3d at 195, n.1, and *In re Diet Drugs*, 582 F.3d 524, 541 (3d Cir. 2009)).

These factors are not considered exhaustive, nor should they be applied formulaically. *See In re Rite Aid Corp. Sec. Litig.*, 396 F.3d at 301-02. The district

court has discretion to award fees, so long as it applies the correct legal standard and makes findings of fact that are not clearly erroneous. *See In re Cendant Corp. PRIDES Litig.*, 243 F.3d at 727.

B. The Court Should Approve the Fee Award the Parties Have Agreed Upon

"In a certified class action, the court may award reasonable attorney's fees and . . . costs that are authorized by law or by the parties' agreement." Fed. R. Civ. P. 23(h). Here, the parties agreed that Defendant will not oppose Class Counsel's fee motion requiring Defendant to pay $2,500,000 for Class Counsel fees and expenses and $40,000 to the Settlement Class Representatives separate and apart from the benefits provided to Settlement Class Members. S.A. § VIII.C(1)-(2).

Courts generally prefer that litigants agree to a fee award. See *Hensley*, 461 U.S. at 437. ("Ideally, of course, litigants will settle the amount of the fee."); *In re Ford Motor Co. Spark Plug Engine Prod. Liab. Litig*, 2016 WL 6909078, at *9 (N.D. Ohio Jan. 26, 2016) ("Negotiated and agreed-upon attorneys' fees as part of a class action settlement are encouraged as an 'ideal' toward which the parties should strive."). Where, as here, the fee award is to be paid separately by the defendant rather than as a reduction to a common fund, the "Court's fiduciary role in overseeing the award is greatly reduced, because there is no potential conflict of interest between attorneys and class members." *Rossi v. Proctor & Gamble Co.*, 2013 WL 5523098, at *9 (D.N.J. Oct. 3, 2013); accord *Granillo*, at *2 ("[O]ne

important consideration in this Court's analysis is the . . . provision that any awards of attorneys' fees and costs is wholly separate and apart from the relief provided for the Settlement Class; thus relief will not be reduced by an award of the fees."); *Haas*, 2019 WL 413530, at *9 ("[T]he amount of attorneys' fees was negotiated as a separate aspect of the settlement agreement, which further supports reasonableness."). As such, the Court should find that the agreed fee award amounts are reasonable.

C. Counsel's Lodestar Amount Is Reasonable

Class Counsel's lodestar plus expenses is $3,126,299.33. Paul Decl. ¶ 19. Counsel billed their time at their actual billing rates contemporaneously charged to hourly clients and those rates are consistent with the hourly rates routinely approved in this Circuit in complex class action litigation. S*ee Maldonano v. Houstoun*, 256 F.3d 181, 184-85 (3d Cir. 2001) (finding an attorney's usual billing rate to be a starting point for assessing reasonableness); *Loughner v. Univ. of Pittsburgh*, 260 F.3d 173, 180 (3d Cir. 2001) ("The court 'should assess the experience and skill of the prevailing party's attorneys and compare their rates to the rates prevailing in the community for similar services by lawyers of reasonably comparable skill, experience, and reputation.'") (quoting *Rode v. Dellarciprete*, 892 F.2d 1177, 1183 (3d Cir.1990)). The first step is to ascertain the appropriate hourly rate, based on the attorneys' customary billing rate and the "prevailing market rates" in the relevant

community. *See In re Schering-Plough/Merck Merger Litig.*, 2010 WL 1257722, at *17 (D.N.J. Mar. 26, 2010). The rates of $55 to $1,200 per hour noted for the attorneys working on this matter are within the ranges of rates approved by other courts in this Circuit. *See Cunningham v. Wawa, Inc.*, 2021 WL 1626482, at *8 (E.D. Pa. Apr. 21, 2021) (approving hourly rates of $235 to $975); *In re Imprelis Herbicide Mktg., Sales Pracs. & Prods. Liab. Litig.*, 296 F.R.D. 351, 370 (E.D. Pa. 2013) (approving fee request where hourly rates peaked at $1,200 and several attorneys' rates were at or above $900); *Granillo*, 2019 WL 4052432, at *4 (approving rates ranging from $245 to $725).

The second step considers whether the billable time was reasonably expended. *Id*. "Time expended is considered 'reasonable' if the work performed was 'useful and of a type ordinarily necessary to secure the final result obtained from the litigation.'" *Saint v. BMW of N. Am., LLC*, 2015 WL 2448846, at *15 (D.N.J. May 21, 2015) (quoting *Pub. Int. Rsch. Grp. of New Jersey, Inc. v. Windall*, 51 F.3d 1179, 1188 (3d Cir. 1995)). The declarations of Class Counsel recounts the time and expenses incurred by Class Counsel and indicates that the professional time devoted to this case was reasonable. Paul Decl. at ¶¶ 27, 31; Declaration of Cody R. Padgett, ¶¶ 5, 9; Declaration of Samuel M. Ward in Support of Plaintiffs' Unopposed Motion for Approval of Attorneys' Fees, Expenses, and Class Representative Service Awards, ¶¶ 3, 6. The chart below details the hours, lodestar, and expenses incurred

by each firm:

Firm	Hours	Lodestar	Expenses
Berger Montague	2,896.60	1,904,145.00	36,361.52
Capstone	866.2	595,583.50	29,282.24
Barrack, Rodos, and Racine	676.9	554,689.50	6,237.57
TOTAL	4,439.7	3,054,418	71,881.33

Id.

As discussed *supra*, Class Counsel has performed many tasks including a significant pre-litigation investigation including reviewing documents produced by Defendant, interviewing many other putative Class Members, reviewing vehicle repair records, analyzing Technical Service Bulletins addressing the relevant issues and symptoms for the Class Vehicles, analyzing owners' and warranty manuals for the Class Vehicles, researching publicly available documents and reviewing other materials. Additional work commencing and pursuing the litigation included drafting the highly technical complaint; drafting and serving initial disclosures and document requests; negotiating and documenting the settlement; and responding to inquiries from Settlement Class Members. Paul Decl. at ¶ 21. *See McLennan v. LG Elecs. USA, Inc.*, 2012 WL 686020, at *10 (D.N.J. Mar. 2, 2012) (time spent investigating the case, responding to class members, working with experts, opposing motion to dismiss, and negotiating and crafting settlement was compensable).

To date, Class Counsel have already devoted 4,439.7 hours of contingent work litigating this matter. Paul Decl. at ¶ 22. Using the requested fee amount of

$2,500,000 yields a .8 multiplier of Class Counsel's actual lodestar plus expenses of $3,126,299.33.[8] See *Saint,* 2015 WL 2448846, at *15 ("The lodestar multiplier is then obtained by dividing the proposed fee award by the lodestar amount."). The multiplier will decrease over time as Class Counsel continue to perform additional work on behalf of the Settlement Class, including supervising the ongoing administration of the Settlement claims process and responding to class member inquiries.

Courts routinely find that a multiplier of one to four is fair and reasonable in complex class action cases. *See Boone v. City of Philaelphia*, 668 F. Supp. 2d 693, 714 (E.D. Pa. 2009); *In re Prudential Ins. Co. Am. Sales Prac. Litig. Agent Actions*, 148 F.3d 283, 341(3rd Cir. 1998) (quoting 3 Herbert Newberg & Alba Conte, *Newberg on Class Actions*, §14.03 at 14-5 (3d ed. 1992)). The Third Circuit has observed that it has "approved a multiplier of 2.99 in a relatively simple case." *Milliron v. T-Mobile USA, Inc.*, 423 Fed. Appx. 131, 135 (3d Cir. 2011) (citing *In re Cendant Corp. PRIDES Litigation*, 243 F.3d at 742)[9]; *see also In re Schering-Plough*

[8] The lodestar figure is "presumptively reasonable" when it is calculated based on a reasonable hourly rate as applied to a reasonable number of hours expended. *Planned Parenthood of Cent. New Jersey v. Att'y Gen. of State of New Jersey*, 297 F.3d 253, 265 n.5 (3d Cir. 2002) (citations omitted).

[9] The Third Circuit has also said of the Cendant PRIDES fee award, "we approved of a lodestar multiplier of 2.99 in *Cendant PRIDES*, in a case we stated 'was neither legally nor factually complex.' The case lasted only four months, 'discovery was virtually nonexistent,' and counsel spent an estimated total of 5,600

Corp. Enhance ERISA Litig., 2012 WL 1964451, at *8 (D.N.J. May 31, 2012) (finding a multiplier of 1.6 "is an amount commonly approved by courts of this Circuit"); *McLennan*, 2012 WL 686020, at *10 (finding a multiplier of 2.93 appropriate where, inter alia, "[c]lass counsel prosecuted this matter on a wholly contingent basis, which placed at risk their own resources, with no guarantee of recovery"); *McCoy v. Health Net, Inc.*, 569 F. Supp. 2d 448,479 (D.N.J. 2008) (finding a multiplier of almost 2.3 to be reasonable). As such, the .8 multiplier here is reasonable and should be approved.

D. The Percentage of Recovery Method Cross-Check Also Supports the Requested Fee

"Regardless of the method chosen, [the Third Circuit has] suggested it is sensible for a court to use a second method of fee approval to cross-check its initial fee calculation." *In re Rite Aid Corp. Sec. Litig.*, 396 F.3d at 300. In lodestar cases, courts often apply the percentage-of-recovery method to "cross-check" the reasonableness of the fee. *See, e.g.*, *Granillo*, 2019 WL 4052432, at *8 (applying lodestar method before conducting a cross-checking "using the percentage of recovery method"); *In re Philips*, 2012 WL 1677244, at *17 (same).

Since this is a claims made settlement, the deadline for submitting claims for reimbursement has not yet expired, and it is not yet known how many claims will be

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hours on the case." *In re AT&T Corp. Secs. Litig*, 455 F.d 160, 173 (3d Cir. 2006).

submitted or the amounts and validity of such claims, a valuation of this Settlement cannot yet be made. However, given that there are approximately 3,364,708 Settlement Class Vehicles, even if the Settlement were valued only at $100 per vehicle or $336,470,800 million total, and we believe it would be higher, it would clearly support Class Counsel's reasonable lodestar with the very modest multiplier sought herein. And this early resolution provides a substantial and immediate benefit to the Settlement Class that might otherwise not be available or substantially reduced or delayed if this matter was litigated to conclusion.

E. The *Gunter* Factors Support the Requested Fee

Here, a close review of the *Gunter* factors also supports Class Counsel's fee request as reasonable.

1. The Benefit to the Class Is Significant

The single most important factor in assessing fees is the size of the funds available to the class and the benefit provided to the class. See *Huffman v. Prudential Ins. Co. of Am.*, 2019 WL 1499475, at *7 (E.D. Pa. Apr. 5, 2019) (citation omitted); *Rowe v. E.I. DuPont de Nemours & Co.*, 2011 WL 3837106, at *18 (D.N.J. Aug. 26, 2011). The total amount made available is the proper measure for evaluating the value of a settlement. *See Alin v. Honda Motor Co.*, 2012 WL 8751045, *19 (D.N.J. Apr. 13, 2012) (court held that the value should be based on the benefits made available to class members, and concluded that "even though the [replacement

offered by the new warranty] payout will likely be far less than the maximum permissible, the fact remains that there is no cap on the size of the available fund in this case and full participation represents a ceiling on the value of the fund available to class members."); *see also Boeing Co. v. Van Gemert*, 444 U.S. 472, 478-480 (1980) (the right of class members "to share the harvest of the lawsuit upon proof of their identity, whether or not they exercise it, is a benefit in the fund created by the efforts of the class representatives and their counsel.") Plaintiffs negotiated a settlement with robust relief for Settlement Class Members, including 75% reimbursement of the paid out-of-pocket cost of a past repair and a very substantial Warranty Extension. This confers a significant benefit upon the Class.

2. There Is No Objection to the Settlement

Pursuant to the Court's Preliminary Approval Order, the deadline to make an objection or request an exclusion is August 28, 2025. ECF No. 142 at 16. Although the time period for filing objections has not yet expired, to date, there is one purported objection to the Settlement. Jarjoura Decl. ¶ 31. Accordingly, the fact that only one objection has been filed to date supports the requested fee and incentive award. *In re Gen. Motors Corp. Pick-Up Truck Fuel Tank Prods. Liab. Litig.*, 55 F.3d 768, 812 (3d Cir. 1995) (finding that "silence constitutes tacit consent" to the requested award); *see also In re Lucent Techs., Inc. Sec. Litig.*, 327 F. Supp. 2d 426, 435 (D.N.J. 2004) ("[T]he Court concludes that the lack of a significant number of

objections is strong evidence that the fees request is reasonable."). The reaction of the Class thus weighs strongly in favor of settlement.

3. Class Counsel Are Efficient and Highly Skilled

Courts of this Circuit measure the skill and efficiency of class counsel "by the quality of the result achieved, the difficulties faced, the speed and efficiency of the recovery, the standing, experience and expertise of the counsel, the skill and professionalism with which counsel prosecuted the case and performance and qualify of opposing counsel." *In re Viropharma Inc. Sec. Litig.*, 2016 WL 312108, at *16 (E.D. Pa. Jan. 25, 2016) (quoting *In re Computron Software, Inc.*, 6 F. Supp. 2d 313, 323 (D.N.J. 1998).

The Settlement Agreement designates Berger Montague PC, Capstone Law APC ("Capstone"), and Barrack, Rodos, and Racine, all experienced and respected class action firms, as co-Class Counsel. Class Counsel have significant experience litigating consumer class actions, including automobile-defect class actions. *See* Paul Decl. ¶¶ 5, 61; Padgett Decl. ¶ 8; Ward Decl. ¶5; *see also* ECF No. 140-11 (Capstone Firm Resume), 140-9 (Berger Montague PC Firm Resume), 140-13 (Barrack, Rodos, and Racine Firm Resume). Class Counsel have invested considerable time and resources into the prosecution of this action. They have a wealth of experience in litigating complex class actions and were able to negotiate an outstanding settlement for the Class. The extensive experience of Class Counsel

is discussed more fully in their Declarations filed concurrently herewith. Without the experience of Class Counsel, it is doubtful that the successful settlement of this matter could have been achieved, and that this outcome would have been resolved so efficiently.

Further, Defendant retained a nationally renowned law firm with a reputation for vigorous advocacy in the defense of complex civil cases. To obtain any recovery at all, Class Counsel had to overcome legal opposition of the highest quality. As such, this factor weighs in favor of approval of the fee award.

4. The Complexity, Expense and Duration of Automotive Defect Litigation

This factor weighs "the probable costs, in both time and money, of continued litigation." *See In re General Motors*, 55 F.3d at 812 (quoting *Bryan v. Pittsburgh Plate Glass Co.*, 494 F.2d 799, 801 (3d Cir. 1974)). Resolution of automotive defect class action cases often comes after years of intense litigation. *See Granillo*, WL 4052432 at *10 (resolution after four years of litigation); *Yaeger v. Subaru of Am., Inc.*, 2016 WL 4547126, at *2 (D.N.J. Aug. 31, 2016) (two years of litigation); *Skeen v. BMW of North America, LLC*, No. 13-1531 (WHW), 216 WL 4033969 at *24-25 (D.N.J. July 26, 2016) (three years of litigation). Moreover, automotive defect class action litigation is particularly complex and it is not unusual for cases to be litigated for a decade. *See, e.g.*, *Neale v. Volvo Cars of N. Am., LLC*, Case No. 2:10-cv-04407 (D.N.J.) (filed August 27, 2010 and dismissed with prejudice August 20, 2021

without a class wide resolution).

In contrast, Class Counsel here have efficiently secured relief for the Class that is available now, and not simply the "speculative promise of a larger payment years from now." *In re Viropharma Inc. Sec. Litig.*, 2016 WL 312108, at *16. As such, this factor weighs in favor of reasonableness.

5. The Risk of Nonpayment for Class Counsel's Efforts Was High

"Courts routinely recognize that the risk created by undertaking an action on a contingency fee basis militates in favor of approval." *In re Schering-Plough Corp. Enhance ERISA Litig.*, 2012 WL 1964451, at *7. At the outset of the case, Class Counsel faced substantial risk that the lawsuit would produce little or no fees for their efforts. As such, this factor weighs strongly in favor of the reasonability of the fee award, as courts of this District routinely hold. *See Granillo*, 2019 WL 4052432, at *10 ("Class Counsel undertook this case on a purely contingent basis and faced a risk of receiving no compensation at all if the litigation was unsuccessful."); *Saint*, 2015 WL 2448846, at *18 ("This Court observed that 'Courts recognize the risk of non-payment as a major factor in considering an award of attorney fees.'") (citation omitted).

6. Class Counsel Has Devoted Significant Time to the Cases

Class Counsel has already devoted 4,439.7 hours to prosecute the case (Paul Decl. ¶ 22), a reasonable amount of time with which to secure the full reimbursement

relief achieved for the Class. *See, e.g.*, *Granillo*, 2019 WL 4052432, at *11 (2,000 hours); *Saint*, 2015 WL 2448846, at *18 (1,200 hours). As noted by the Third Circuit, "a prompt and efficient attorney who achieves a fair settlement without litigation serves both his client and the interests of justice." *McKenzie Const., Inc. v. Maynard*, 758 F.2d 97, 101-102 (3d Cir. 1985). Here, Class Counsel has worked efficiently and expeditiously to achieve significant results that favor the Class. As such, this factor weighs in favor of approving the fee request.

7. The Requested Fee Is Consistent with Awards in Similar Cases

In reviewing awards in similar cases, the Court must "(1) compare the actual award requested to other awards in comparable settlements; and (2) ensure that the award is consistent with what an attorney would have received if the fee were negotiated on the open market." *Saint*, 2015 WL 2448846, at *18. The first of this analysis—a review of attorneys' fees in similar class actions—demonstrates that the fee request here is manifestly reasonable. *Skeen*, 2016 WL 4033969, at *24-25 (awarding $2,100,000 in attorneys' fees in a three-year class action alleging timing chain defect); *Henderson*, 2013 WL 1192479, at *18 ($3,000,000 in attorneys' fees was fair and reasonable where class action settlement provided warranty extensions and reimbursements to class members in connection with alleged defects in automobiles' transmission systems); *McGee v. Cont'l Tire N. Am. Inc.*, 2009 WL 539893 (D.N.J. Mar. 4, 2009) ($2,274,983.70 in fees and expenses representing a

multiplier of 2.6, justified in a consumer class action); *O'Keefe v. Mercedes-Benz USA, LLC*, 214 F.R.D. 266, 304 (E.D. Pa. 2003) ($4,896,783.00 in fees justified in class action involving allegedly defectively design rear lift-gate latch).

The second part of the analysis looks at whether the fee request reflects the "market price for attorney services." *Saint*, 2015 WL 2448846, at *19. For fees calculated by the lodestar method, the Court analyzes whether "the hourly billing rates are consistent with hourly rates routinely approved by this Court in complex class action litigation." *Id*. As stated above, Class Counsel's rates are entirely consistent with the rates approved in other cases. As such, this factor weighs in favor of approving the fee request.

8. The Entire Settlement Value Is the Result of Class Counsel's Efforts

The value and benefits of the entire settlement have been secured through the efforts of Class Counsel. Such benefits are not attributable "to the efforts of other groups, such as government agencies conducting investigations." *In re AT&T Corp.*, 455 F.3d at 165. Class Counsel were the only ones investigating the claims at issue in this case and initiated and actively litigated this action. They were not "aided by the efforts of any governmental group." *Id.* at 173. Instead, "the entire value of the benefit accruing to class members is properly attributable to the efforts of class counsel." *Id.* As such, this factor weighs in favor of approval.

9. The Requested Fee Is Commensurate with Customary Percentages in Private Litigation

If Class Counsel had agreed to litigate on behalf of the individual, the customary contingency fee would be between thirty and forty percent of the recovery. *See Wallace v. Powell*, 288 F.R.D. 347, 375 (M.D. Pa. 2012) ("In private contingency fee case, attorneys routinely negotiate agreements for between thirty percent (30%) and forty percent (40%) of the recovery.") (citing cases). Further, where, as here, Class Counsel has sought approval of the fee by the class representatives at the time of the attorney's retention, it will support approval. *See, e.g.*, *Devlin v. Ferrandino & Son, Inc.*, 2016 WL 7178338, at *9 (E.D. Pa. Dec. 9, 2016). Here, in light of the relief for a large class of owners/lessees, Class Counsel is seeking fees under the lodestar calculation, which supports the reasonableness of the fee.

10. The Innovation of the Terms of the Settlement Is a Neutral Factor

In the absence of innovative terms, this final *Gunter-Halley* factor is neutral. See *McDonough v. Toys R Us, Inc.*, 80 F. Supp. 3d 626, 655 (E.D. Pa. 2015). Together with the other factors which weigh in favor of approval, the requested fee clearly meets the threshold for reasonability.

F. The Court Should Approve Plaintiffs' Counsel's Expenses

There is little question that "[c]ounsel for a class action is entitled to reimbursement of expenses that were adequately documented and reasonably and

appropriately incurred in the prosecution of the class action." *Careccio v. BMW of N. Am. LLC*, 2010 WL 1752347, at *7 (D.N.J. Apr. 29, 2010) (quoting *In re Safety Components, Inc. Sec. Litig.*, 166 F. Supp. 2d 72, 108 (D.N.J. 2001); see also *In re Ins. Brokerage Antitrust Litig.*, 282 F.R.D. 92, 124-25 (D.N.J. 2012) (recognizing the same principle, and approving an expense request of $394,192.76).

In this case, Class Counsel have incurred $71,881.33 in properly documented expenses for the common benefit of Class Members, which Defendant agreed to pay separately from the class relief. *See* Paul Decl. ¶ 34.

Class Counsel advanced these necessary out-of-pocket costs without assurance that they would ever be repaid. The requested amount is therefore reasonable and should be approved. *See, e.g., In re Schering-Plough/Merck Merger Litig.*, 2010 WL 1257722, at *19 (approving expenses that were "adequately documented and reasonably and appropriately incurred in the prosecution of the case."); *In re Datatec Sys., Inc. Sec. Litig* 2007 WL 4225828, at *9 (D.N.J. Nov. 28, 2007) (approving "costs associated with experts, consultants, investigators, legal research, mediation, meals, hotels, transportation, word processing, court fees, mailing, postage, telephone, telephone, and the costs of giving notice").

G. The Court Should Approve Plaintiffs' Service Awards

Plaintiffs also request that the Court approve the payment of a service award to the Settlement Class Representatives in the amount of $5,000 each, with the

exception of Plaintiffs Celeste and Xavier Sandoval to collectively receive a single $5,000 service award, all of which is to be paid separate and apart from the Class relief. Courts routinely approve incentive awards to class representatives because they: "(1) … have conferred a benefit on all class members by their willingness to bring the litigation; 2)… should be rewarded for taking action that is in the public interest; and 3) public policy favors compensation for class representatives for taking on risks of litigation on behalf of absent class members." *Sullivan v. DB Invs., Inc.*, 2008 WL 8747721, at *37 (D.N.J. May 22, 2008).

Here, Plaintiffs spent a significant amount of their own time and efforts litigating these cases for the benefit of the absent members of the Settlement Class and should be compensated for their contributions. Paul Decl. ¶¶ 35-38. Plaintiffs underwent lengthy initial and follow-up interviews by Class Counsel to gather their facts and communicate the problems of their vehicles with Class Counsel; reviewed the complaint; searched for and provided documents relevant to their claims in the litigation to Class Counsel; agreed to and did participate in evidence preservation obligations for both hardcopy and electronically stored information in the early stages of litigation as well as once discovery had commenced, in anticipation of written discovery requests; provided information for initial disclosures; reviewed and approved the settlement agreement; and stayed abreast of significant developments in the case, including for mediation and to review the settlement

agreement. Additionally, six of the plaintiffs were deposed. The amount requested is similar to amounts awarded by this Court to class representatives in other class action settlements involving automotive manufacturers. *See Bredbenner v. Liberty Travel, Inc.*, 2011 WL 1344745, at *23- 24 (D.N.J. Apr. 8, 2011) (approving incentive award payments of $10,000 to each of the named plaintiffs); *In re Ins. Brokerage Antitrust Litig.*, 282 F.R.D. at 125 (approving incentive awards totaling $85,000 – which amounted to $5,000 to each of the class representatives); *Henderson*, 2013 WL 1192479, at *19 (approving incentive awards between $5,000 to $6,000 each of six class representatives). Moreover, the requested award is similar to awards in other class actions, even those in which the plaintiffs were not deposed. *See Diaz v. BTG Int'l, Inc.*, 2021 WL 2414580, at *9 (E.D. Pa. June 14, 2021) ($10,000 service awards where plaintiffs were not deposed); *Stevens v. SEI Invs. Co.*, 2020 WL 996418, at *14 (E.D. Pa. Feb. 28, 2020) (same); *Granillo*, at *12 (approving $5,000 service awards). The requested service awards should be approved.

V. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that this Court grant Class Counsel's Motion in full and award fees and expenses of $2,500,000 to Class Counsel, as well as service awards of $5,000 to each Settlement Class Representative, with the exception of Celeste and Xavier Sandoval who will

collectively receive a single $5,000 service award.

Dated: August 22, 2025

Respectfully submitted,

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

LAURA SAMPSON, *et al.*, individually and on behalf of all others similarly situated, Plaintiffs, v. SUBARU OF AMERICA, INC., Defendant.	Case No. 1:21-CV-10284-ESK-SAK **[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR APPROVAL OF ATTORNEYS' FEES, EXPENSES, AND CLASS REPRESENTATIVE SERVICE AWARDS**

THIS MATTER having come before the Court on Plaintiffs' Unopposed Motion for Approval of Attorneys' Fees, Expenses, and Class Representative Service Awards filed on August 22, 2024; and

The Court having reviewed Plaintiffs' moving papers, including Plaintiffs' brief and supporting declarations, as well as the case file; and

Good cause having been shown, for the reasons expressed herein and as further set forth in the Court's Final Approval Order approving the parties' Settlement Agreement;

IT IS ON THIS ____ DAY OF _____, 2025, HEREBY ORDERED, ADJUDGED AND DECREED:

1. Terms capitalized in this Order have the same meanings as those used in the Settlement Agreement.

2. The Notice Plan adequately and reasonably afforded Settlement Class Members the opportunity to respond to Plaintiffs' Motion for Approval of Attorneys' Fees, Expenses, and Class Representative Service Awards. The Court has considered and rejected any objections timely and properly submitted.

3. The Settlement confers substantial benefits on the Settlement Class Members.

4. Plaintiffs have submitted the Declaration of Cody R. Padgett, the Declaration of Russell D. Paul, and the Declaration of Sam M. Ward, Class Counsel in connection with Plaintiffs' Motion for Approval of Attorneys' Fees, Expenses, and Class Representative Service Awards. These Declarations adequately document Class Counsel's vigorous and effective pursuit of the claims of Plaintiffs and the Settlement Class before this Court.

5. The Court finds the attorneys' fees and expenses in the amount of $2,500,000 to Class Counsel to be fair and reasonable and within the range of attorneys' fees ordinarily awarded in this District and in the Third Circuit Court of Appeals using a hybrid approach combining the lodestar method and the percentage-of-recovery method. The Court finds that the expenses reported to the Court to date were necessary, reasonable, and proper in the pursuit of this Litigation.

6. The Court, therefore, grants attorneys' fees and expenses in the amount of $2,500,000. Defendant shall pay the attorneys' fees and expenses in the time and

manner specified in the Settlement Agreement.

7. The Court further finds that Plaintiffs James Sampson, Janet Bauer, Lisa Harding, Barabara Miller, Shirley Reinhard, Celeste Sandoval, Xavier Sandoval, Danielle Lovelady Ryan, and Elizabeth Wheatley ("Plaintiffs") devoted substantial time and energy to their duties. For their contributions in this case, the Court therefore grants service awards in the amount of $5,000 each to Plaintiffs as the named Class Representatives (with Plaintiffs Celeste and Xavier Sandoval to receive one award of $5,000 collectively).

IT IS SO ORDERED.

Hon. Edward S. Kiel
United States District Judge

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

LAURA SAMPSON, *et al.*, individually and on behalf of all others similarly situated, Plaintiffs, v. SUBARU OF AMERICA, INC., Defendant.	Case No. 1:21-CV-10284-ESK-SAK

DECLARATION OF RUSSELL PAUL IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR APPROVAL OF ATTORNEYS' FEES, EXPENSES, AND CLASS REPRESENTATIVE SERVICE AWARDS

I, Russell Paul, hereby declare as follows:

1. I am an attorney duly licensed to practice law before all of the courts of the Commonwealth of Pennsylvania, State of New York, State of New Jersey and State of Delaware as well as before the United States Court of Appeals for the Third, Seventh and Ninth Circuits, the United States District Courts of the Eastern District of Pennsylvania, District Court of Delaware, District Court of the Eastern District of Michigan, District Court of New Jersey, District Court of the Southern District of New York and District Court of the Eastern District of New York.

2. I am a shareholder at Berger Montague PC ("Berger Montague"). I make this declaration in support of Plaintiffs' Unopposed Motion for Approval of Attorneys' Fees, Expenses, and Class Representative Service Awards. I have

personal knowledge of the facts stated below and, if called upon, could competently testify thereto.

3. Berger Montague, along with Capstone Law APC ("Capstone"), and Barrack, Rodos & Bacine (collectively, "Class Counsel"), are counsel of record for Plaintiffs James Sampson, Janet Bauer, Lisa Harding, Barbara Miller, Shirley Reinhard, Celeste Sandoval, Xavier Sandoval, Danielle Lovelady Ryan, and Elizabeth Wheatley (collectively, "Plaintiffs"), in the above-captioned action.

4. My firm, Berger Montague, has been engaged in complex and class action litigation since 1970. While our firm has offices in Philadelphia, Pennsylvania; San Diego, California; Washington, D.C.; San Francisco, California; Chicago, Illinois; Wilmington, Delaware; and Minneapolis, Minnesota, we litigate nationwide. Our firm's practice areas include Antitrust, Commercial Litigation, Commodities & Options, Consumer Protection, Corporate Governance & Shareholder Rights, Employment Law, Environmental & Mass Tort, ERISA & Employee Benefits, Insurance and Financial Products & Services, Lending Practices & Borrowers' Rights, Securities Fraud, and Whistleblowers, Qui Tam & False Claims Acts. Our compensation is almost exclusively from court-awarded fees, court-approved settlements, and contingent fee agreements. Berger Montague's Consumer Protection Group, of which I am a member, represents consumers when they are injured by false or misleading advertising, defective products, including automobiles, and various other unfair trade practices.

5. Berger Montague's successful class action settlements providing relief to automobile owners and lessees include: *Powell v. Subaru of America, Inc.,* No. 1:19-cv-19114 (D.N.J. Oct. 3, 2024), ECF 155 (preliminary approval of settlement); *Dack v. Volkswagen Group of America, Inc*., No. 4:20-cv-00615 (W.D. Mo. Aug. 26, 2024), ECF 130 (final approval of settlement); *Rieger v. Volkswagen Group of America, Inc.,* No. 1:21-cv-10546 (D.N.J. May 16, 2024), ECF 118 (final approval of settlement); *Hickman v. Subaru of America Inc.,* No. 1:21-cv-02100 (D.N.J. April 18, 2024), ECF 76 (final approval of settlement); *Gjonbalaj v. Volkswagen Group of Am., Inc.*, No. 2:19-cv-07165-BMC (E.D.N.Y. Dec. 11, 2023), ECF 101 (obtaining settlement and court's final approval for class members' damages from sunroofs); *Gioffe v. Volkswagen Group of Am., Inc.*, No. 22-cv-00193 (D.N.J. Jun. 20, 2023) (obtaining settlement and court's final approval for class members' damages from malfunctioning gateway control modules); *Buchanan v. Volvo Car USA, LLC,* No. 2:22-cv-02227 (D.N.J. May 23, 2023), ECF 39 (approval of individual settlement); *Parrish v. Volkswagen Grp. of Am., Inc*., No. 8:19-cv-01148 (C.D. Cal. March 2, 2023), ECF 100 (preliminarily final approval of class action settlement for owners and lessees of certain 2019 Volkswagen Jetta or 2018, 2019, and/or 2019 Volkswagen Tiguan vehicles equipped with 8-speed transmissions susceptible to possible oil leaks, rattling, hesitation, or jerking); *Patrick v. Volkswagen Grp. of Am., Inc*., No. 8:19-cv-01908 (C.D. Cal. Sept. 28, 2021), ECF 72 (final approval of class action settlement for owners and lessees of certain 2019 and 2020 Volkswagen Golf GTI or Jetta GLI

vehicles equipped with manual transmissions suffering from an alleged engine stalling defect); *Weckwerth v. Nissan N.A.,* No. 3:18-cv-00588 (M.D. Tenn. Mar. 10, 2020) (as co-lead counsel, obtained a settlement covering over 2 million class vehicles of an extended warranty and reimbursement of 100% of out-of-pocket costs); *Stringer v. Nissan N.A.,* 3:21-cv-00099 (M.D. Tenn. Sept. 7, 2021); *Norman v. Nissan N. Am., Inc.*, No. 18-cv-00588-EJR (M.D. Tenn. July, 16, 2019), ECF 102; *Batista v. Nissan N. Am., Inc*., No. 14-24728-RNS (S.D. Fla. June 29, 2017), ECF 191 (approving class action settlement for an alleged CVT defect, including a two-year warranty extension); *Soto v. American Honda Motor Co., Inc*., No. 3:12-cv-01377 (N.D. Cal. 2012) (as co-counsel, obtained a warranty extension and out-of-pocket expense reimbursements for consumers who purchased defective Hondas); *Vargas v. Ford Motor Co*., No. CV12-08388 AB (FFMX), 2017 WL 4766677 (C.D. Cal. Oct. 18, 2017) (finally approving class action settlement involving transmission defects for 1.8 million class vehicles); *Davis v. General Motors LLC,* No. 8:17-cv-2431 (M.D. Fla. 2017) (as co-lead counsel, obtained settlement for defects in Cadillac SRX headlights); *Yeager v. Subaru of America, Inc*., No. l:14-cv-04490 (D.N.J. Aug. 31, 2016) (approving class action settlement for damages from defect causing cars to burn excessive amounts of oil); *Salvucci v. Volkswagen of America, Inc. d/b/a Audi of America, Inc*., No. ATL-1461-03 (N.J. Sup. Ct. 2007) (as co-lead counsel, obtained settlement for nationwide class alleging damages from defectively designed timing belt tensioners); *In Re Volkswagen and Audi Warranty Extension Litigation*,

No. 07-md-1790-JLT (D. Mass. 2007) (obtained settlement valued at $222 million for nationwide class, alleging engines were predisposed to formation of harmful sludge and deposits leading to engine damage).

6. Other consumer class action settlements in which our firm was co-lead counsel include: *Cole v. NIBCO, Inc.*, No. 3:13-cv-07871-FLW-TJB (D.N.J. 2013) (obtaining a $43.5 million settlement on behalf of nationwide class of consumers who purchased defective tubing manufactured by NIBCO and certain fittings and clamps used with the tubing); *In re: Certain Teed Fiber Cement Siding Litigation*, MDL No. 2270 (E.D. Pa.) (obtained a settlement of more than $103 million in a multidistrict products liability litigation concerning CertainTeed Corporation's fiber cement siding, on behalf of a nationwide class); and *Tim George v. Uponor, Inc., et al.,* No. 12-CV-249 (D. Minn.) (achieving a $21 million settlement on behalf of a nationwide class of consumers who purchased defective plumbing parts).

7. Class Counsel in this case have received the following appointments in automobile defect class actions: *Francis v. General Motors, LLC*, No. 2:19-cv-11044-DML-DRG (E.D. Mich.), ECF 40 (appointed as member of Plaintiffs' Steering Committee); *Weston v. Subaru of America, Inc.*, No. 1:20-cv-05876 (D.N.J.), ECF 49 (appointed as Interim Co-Lead Counsel); *Miller v. Ford Motor Co.*, No. 2:20-cv-01796 (E.D. Cal.) ECF 60 (appointed to Interim Class Counsel Executive Committee); *Powell v. Subaru of America, Inc.*, No. 1:19-cv-19114 (D.N.J.), ECF 26 (appointed as Interim Co-Lead Counsel); *Rieger v. Volkswagen*

Group of America, Inc., No. 1:21-cv-10546-NLH-EAP (D.N.J.), ECF 65 (appointed as Interim Lead Counsel); and *Harrison v. General Motors, LLC*, No. 2:21-cv-12927-LJM-APP (E.D. Mich.), ECF 35 (appointed as Interim Co-Lead Counsel). A profile of our firm's experience in complex class actions, and specifically in consumer protection and products liability cases was filed at ECF No. 140-9.

8. I believe that the proposed Settlement provides substantial relief to the Settlement Class, is fair, reasonable and adequate, and merits approval.

PLAINTIFFS' PRE-SUIT INVESTIGATION

9. This nationwide class action arises out of an alleged defect in certain model year 2013-2024 Subaru vehicles equipped with an Eyesight system. Plaintiffs allege that the Pre-Collision Braking, Rear Automatic Braking, and/or Lane Keep Assist features of the EyeSight system are defective, such that they are prone to applying and/or not applying the brakes at inappropriate or unexpected times, and/or jerking the steering wheel such that the vehicle nearly hits vehicles in other lanes of traffic. Each of the settling Plaintiffs asserts that he or she purchased a Settlement Class Vehicle that experienced the Eyesight system defect. Defendant has vigorously disputed Plaintiffs' claims.

10. Class Counsel, including Berger Montague, Capstone, and Barrack, Rodos and Racine, thoroughly investigated the alleged defect prior to filing the lawsuit. Class Counsel analyzed Plaintiffs' issues, interviewed many other putative Class Members, reviewed vehicle repair records, analyzed Technical Service

Bulletins addressing the relevant issues, analyzed symptoms of the defect in the Settlement Class Vehicles, analyzed owners' and warranty manuals for the Settlement Class Vehicles, Defendant's marketing of the Eyesight system, researched publicly available documents and reviewed other materials, to determine the extent to which the alleged defect affected the putative Class, as well as Defendant's alleged knowledge. In addition, Class Counsel continued to respond to inquiries from many putative Class Members and investigate their complaints.

OVERVIEW OF THE LITIGATION, DISCOVERY, AND SETTLEMENT NEGOTIATIONS

11. Following their investigation, Plaintiffs filed their initial complaint on April 27, 2021, alleging that their vehicles were defective and asserting claims against Defendant and Subaru Corporation for, *inter alia*, alleged violation of the consumer statutes of their states of residence, including the Illinois Consumer Fraud Act, New York General Business Law §§ 349-350, the Pennsylvania Unfair Trade Practices and Consumer Protection Law, and the Wisconsin Deceptive Trade Practices Act, breach of express and implied warranties, and fraud by concealment or omission, the Magnuson-Moss Warranty Act, and unjust enrichment. Plaintiffs filed their First Amended Complaint ("FAC") on May August 16, 2021, and their Second Amended Complaint on November 12, 2021.

12. During the initial stages of litigation, Plaintiffs' Counsel continued to gather public information and interview additional members of the putative Class. Ultimately, on July 1, 2022, after over a year of investigation and litigation,

Plaintiffs filed a Third Amended Complaint. After the negotiation and entry of protective orders and electronically stored information protocols, discovery then began in earnest.

13. Prior to settlement, Plaintiffs exchanged substantial written discovery with SOA. Plaintiffs' Counsel drafted requests for production and received 271,171 documents from Defendant, as well as nearly 36,000 documents from non-defendant Subaru Corporation. Plaintiffs' Counsel also received and reviewed technical data files and diagnostics provided by Subaru Corporation. Six of the Plaintiffs were also deposed during the course of discovery. This allowed Plaintiffs' counsel to gain an understanding of the strengths and weaknesses of Plaintiffs' claims.

14. Following the Parties' exchanges and analyses of substantial discovery, the Parties mutually agreed to explore the possibility of a settlement. The Parties then engaged the services of Bradley A. Winters, Esq., a neutral with substantial experience in resolving automotive class actions, scheduled mediation to be held on August 14, 2024, and began the negotiations of a potential class settlement.

15. The parties then engaged in arm's length settlement negotiations during the mediation session with Mr. Winters on August 14, 2024. After the mediation session, the Parties continued their arm's length negotiations of the remaining settlement terms, and were eventually able to negotiate a class settlement. After agreeing to the structure and material terms for settlement of the

Class claims, the Parties negotiated and ultimately agreed upon an appropriate request for incentive awards and Plaintiffs' attorneys' fees and expenses. All the terms of the Settlement Agreement are the result of extensive, adversarial, and arm's-length negotiations between experienced counsel for both sides.

16. The Parties negotiated the attorneys' fees, expenses, and service award at arms' length and reached an agreement regarding these terms only after they had agreed upon all other material terms of the Settlement.

17. The settlement is set forth in complete and final form in the Settlement Agreement.

ATTORNEYS' FEES AND COSTS

18. Subject to Court approval, Defendant has agreed to not oppose Class Counsel's application for attorneys' fees and documented costs of a combined collective sum up to $2,500,000.

19. Class Counsel's lodestar plus expenses is $3,126,299.33.

20. Since the inception of this matter, Class Counsel has spent considerable time as reflected below and in the accompanying declaration of our co-counsel, extensively investigating the applicable law, analyzing the relevant facts discovered in this action, and anticipating and dealing with Defendant's defenses to the claims asserted.

21. As discussed *supra*, Class Counsel has performed many tasks including a significant pre-litigation investigation including reviewing documents produced by Defendant, interviewing many other putative Class Members,

reviewing vehicle repair records, analyzing Technical Service Bulletins addressing the relevant issues and symptoms for the Class Vehicles, analyzing owners' and warranty manuals for the Class Vehicles, researching publicly available documents and reviewing other materials. Additional work commencing and pursuing the litigation included drafting the highly technical complaint; drafting and serving initial disclosures and document requests; negotiating and documenting the settlement; and responding to inquiries from Settlement Class Members.

22. As of this filing, Class Counsel have already devoted 4,439.7 hours of contingent work thus far to prosecute this action and secure benefits for the Class, exclusive of the hours that will be spent preparing further briefing (including the motion for final approval, any supplemental briefing in support, and supervising the continued administration of the settlement).

23. Class Counsel agreed to represent Plaintiffs on a fully contingent fee basis. Thus, Class Counsel would not have recovered any of their attorneys' fees and out-of-pocket costs had they not obtained a settlement or prevailed in the case.

24. The risks that Class Counsel undertook were real, and the resources that Class Counsel dedicated to this matter meant that such resources were not available for work on other cases. Class Counsel's contingency risk, together with the excellent result achieved for the Settlement Class, supports the reasonable attorneys' fees requested of less than one-third of the settlement amount obtained.

25. Below is a summary of the time spent by Berger Montague attorneys and professional staff on this action, and the lodestar calculation is based on the

firm's billing rates currently in effect. This summary was prepared at my request from contemporaneous daily time records regularly prepared and maintained by Berger's accounting department.

26. The time reflected below was time actually spent in the prosecution of this case by Berger Montague, and the firm was careful not to expend unnecessary hours and not to duplicate work done by others. The time submitted herein reflects only work done on behalf of Plaintiffs and the proposed Settlement Class.

27. I have reviewed Berger Montague's billing records to ensure that none of the work reflected on the billing records was redundant or duplicative. As of the date of this declaration, the total number of recorded hours spent on this litigation by Berger Montague is 2,896.6, and the lodestar amount for attorney and staff time, based on the firm's current rates, is $1,904,145.00. A breakdown of Berger Montague's lodestar is reflected below:

Name	Position	Hours	Rate	Lodestar
Paul, Russell	Shareholder	159.2	$1,075	$171,140.00
Caplan, Zachary	Shareholder	4.9	$925.00	$4,532.50
Gertner, Abigail	Senior Counsel	184.3	$785	$144,675.50
Lesser, Natalie	Senior Counsel	325.1	$710	$230,821.00
Park, Amey	Associate	296.0	$755	$223,480.00
Antoniou, Alexandra	Associate	930.0	$730	$678,900.00

Hartman, Matthew	Associate	253.2	$805	$203,826.00
Wolfinger, Caitlin	Paralegal	227.4	$445	$101,193.00
Filbert, David	Paralegal	1.40	$470	$658.00
Lee, Minsoo	Former Paralegal	48.0	$330	$15,840.00
Barnes, Colleen	Former Paralegal	0.9	$340	$306.00
Frohbergh, Patricia	Former Paralegal	2.5	$450	$1,125.00
Hamner, Peter	Research Specialist	7.4	$700	$5,180.00
Gebo, Rachel	Legal Project Team Leader	8.8	$460	$4,048.00
Stock, Martin	Legal Project Analyst	5.8	$340	$1,972.00
Brooks, Rachael	Legal Project Analyst	11.2	$340	$3,808.00
Mucollari, Dionis	Former Legal Project Analyst	12.1	$280	$3,388.00
Lynch, Jennie	Former Legal Project Analyst	170.5	$260	$44,330.00
Kogut, Kathleen	Former Legal Project Analyst	228.2	$260	$59,332.00
Kudinenko, Valeriya	Former Legal Project Analyst	9.3	$260	$2,418.00
Magnus, Eleanor	Legal Assistant	0.2	$305	$61.00
Giovanetti, Donna	Legal Assistant	10.2	$305	$3,111.00
TOTAL		**2,896.6**		**$1,904,145.00**

28. The hourly rates for the attorneys and professional support staff at Berger Montague that are included above are the same as the regular rates that

would be charged for their services in non-contingent matters and/or which have been accepted in other class action/collective action litigation by district courts in the Third Circuit and across the country. *See, e.g., Rieger v. Volkswagen Grp. of Am., Inc*., No. 21-CV-10546-ESK-EAP, 2024 WL 2207439 (D.N.J. May 16, 2024); *Devlin v. Ferrandino & Son, Inc*., No. 15-4976, 2016 WL 7178338, *10 (E.D. Pa. Dec. 9, 2016) ("[T]he hourly rates for Class Counsel [including Berger Montague] are well within the range of what is reasonable and appropriate in this market."); *In re Domestic Drywall Antitrust Litig*., No. 2:13-md-2437-MMB, ECF No. 767 at 39 (E.D. Pa. July 17, 2018) (finding rates charged by Berger Montague among others to be "well within the range of rates charged by counsel in this district in complex cases"); *In re CertainTeed Fiber Cement Siding Litig*., No. 2:11-md-02270-TON (E.D. Pa. Mar. 20, 2014).

29. As Berger Montague's work on this case is ongoing, I anticipate that our firm's lodestar will increase materially from the present date to the date by which this case is finally resolved, in light of work that will be required in connection with the Motion for Final Approval, Final Approval Hearing, continuing to communicate with Plaintiffs and Settlement Class Members, and administering the Settlement.

30. Class Counsel's work is not complete. If final approval is granted, Class Counsel will continue to oversee the administration of the settlement, communicate with the Settlement Administrator, respond to Settlement Class Member inquiries, monitor distribution of settlement checks, and handle any other

post-judgment work or work required to bring this matter to a conclusion.

31. This litigation required BMPC to advance substantial costs. As of August 21, 2025, Berger Montague has incurred out-of-pocket costs in the amount of $36,361.52 to prosecute this action, as follows:

Expenses Incurred
Inception through August 21, 2025

Expense Category	**Amount Incurred**
Telephone	
Reproduction & Color Prints	$58.25
Postage	$89.05
Filing & Misc. Fees	$402.00
Service Fees	$90.85
Computer Research	$571.30
Delivery & Freight	$358.07
DocuSign	$69.44
Travel	$1,896.64
E-Discovery	$8,280.77
Transcripts	$795.15
Advertising	$1,250.00
Advanced Costs	$22,500.00
TOTAL EXPENSES	**$36,361.52**

32. Additionally, Berger Montague administered a Litigation Fund for payment of common costs incurred in connection with this action. The Litigation Fund currently has a total of $27,953.10 remaining, having received contributions and made payments categorized as follows:

Contribution/Payment Description	**Amount**
Deposit Contributions from Class Counsel	$45,000
Expert and Consulting Fees	$8,947.40
Mediation Fee	$4,612.50
E-Discovery Document Hosting	$3,487.00
Total Remaining	$27,953.10

33. The expenses incurred pertaining to this case are reflected in the books and records of this firm. These books and records are prepared from expense

vouchers, check records, and other records stored electronically, and are an accurate record of the expenses incurred. All of the expenses incurred were reasonable and necessary to the prosecution of this case. It is anticipated that costs will continue to accrue including but not limited to expenses associated with the Final Fairness Hearing in this matter. If the litigation fund is not exhausted, those funds will be returned to each firm based on a *pro rata* basis.

34. In total, Class Counsel have incurred $71,881.33 in properly documented expenses for the common benefit of Class Members.

PLAINTIFFS' SERVICE AWARDS

35. Here, Plaintiffs spent a significant amount of their own time and efforts litigating these cases for the benefit of the absent members of the Settlement Class and should be compensated for their contributions.

36. Plaintiffs underwent lengthy initial and follow-up interviews by Class Counsel to gather their facts and communicate the problems of their vehicles with Class Counsel; reviewed the complaint; searched for and provided documents relevant to their claims in the litigation to Class Counsel; agreed to and did participate in evidence preservation obligations for both hardcopy and electronically stored information in the early stages of litigation as well as once discovery had commenced, in anticipation of written discovery requests; provided information for initial disclosures; reviewed and approved the settlement agreement; and stayed abreast of significant developments in the case, including for mediation and to review the settlement agreement.

37. Additionally, six of the plaintiffs – David Harding, Lisa Harding,

Barbara Miller, Shirley Reinhard, James Sampson, and Elizabeth Wheatley – were deposed before the Parties agreed to explore settlement negotiations and participate in mediation.

38. Plaintiffs are entitled to service awards for their time and effort to support a case in which they had a modest personal interest but which provided considerable benefits to Class Members—a commitment undertaken without any guarantee of recompense.

CONCLUSION

39. Based on my experience, the Settlement is fair, reasonable, and adequate, and treats all Class Members equitably. I ask that the Court approve the Settlement achieved on behalf of the Class resulting from this litigation.

I declare under penalty of perjury under the laws of United States of America that the foregoing is true and correct.

Dated: August 22, 2025

By: /s/*Russell D. Paul*
Russell D. Paul

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF NEW JERSEY

LAURA SAMPSON, *et al.*, individually and on behalf of all others similarly situated, Plaintiffs, v. SUBARU OF AMERICA, INC., Defendant.	Case No. 1:21-CV-10284-ESK-SAK

DECLARATION OF CODY R. PADGETT

I, Cody R. Padgett, hereby declare as follows:

1. I am an attorney licensed to practice law in California, the United States District Court for California's Northern, Eastern, Central, and Southern Districts, and the Ninth Circuit Court of Appeals. I lead the consumer practice group at Capstone Law, APC, which, along with Berger Montague, P.C., and Barrack, Rodos & Bacine (collectively, "Class Counsel"), are counsel of record for Plaintiffs James Sampson, Janet Bauer, Lisa Harding, Barbara Miller, Shirley Reinhard, Celeste Sandoval, Xavier Sandoval, Danielle Lovelady Ryan, and Elizabeth Wheatley (collectively, "Plaintiffs"). Unless the context indicates otherwise, I have personal knowledge of the facts stated herein, and if called as a witness, I could and would testify competently thereto. I make this declaration in

support of Plaintiffs' Unopposed Motion for Approval of Attorneys' Fees, Expenses, and Class Representative Service Awards.

THE SETTLEMENT IS THE PRODUCT OF HARD-FOUGHT NEGOTIATIONS

2. Mediation before Bradley A. Winters, Esq., on August 14, 2024, marked the start of serious settlement discussions. Mr. Winters is a neutral with significant experience in automotive class actions. The Parties' negotiations during and after that session were adversarial and conducted at arm's length.

3. Only after the Parties had resolved the settlement's structure and substantive terms did they turn to incentive awards and attorneys' fees. Those terms, too, were negotiated at arm's length and agreed upon independently.

4. The Settlement Agreement reflects the final product of these extensive negotiations.

ATTORNEYS' FEES AND COSTS

5. In preparing this declaration, I and my colleagues at Capstone reviewed our billing records, which we maintain contemporaneously. Capstone's bill for attorneys' fees is summarized in the chart that follows on page 3.

Attorney	Title	Rate	Hours	Fees
Raul Perez	Partner	$1,050	10.1	$10,605.00
Abigail Gertner	Senior Counsel	$825	11.5	$9,487.50
Stephanie Saxton	Fmr. Attorney	$800	186	$148,800.00
Tarek Zohdy	Fmr. Senior Counsel	$750	227.3	$170,475.00
Cody Padgett	Senior Counsel	$675	123.8	$83,565.00
Theresa Carroll	Senior Counsel	$645	25.8	$16,641.00
Nate Kiyam	Associate	$575	43	$24,725.00
Laura Goolsby	Fmr. Associate	$550	238.7	$131,285.00
Total			**866.2**	**$595,583.50**

6. Capstone is one of California's largest plaintiff-only labor and consumer law firms. With over twenty-five seasoned attorneys, Capstone has the experience, resources, and expertise to successfully prosecute complex employment and consumer actions. A true and correct copy of Capstone's firm resume was filed at ECF No. 140-11.

7. Capstone, as lead or co-lead counsel, has obtained final approval of over 60 class actions valued at over $100 million. Recognized for its active class action practice and cutting-edge appellate work, Capstone's accomplishments have included three of its attorneys being honored as California Lawyer's Attorneys of the Year in the employment practice area for 2014 for their work in the landmark case *Iskanian v. CLS Transportation Los Angeles*, 59 Cal. 4th 348 (2014).

8. Capstone has an established practice in automotive defect class actions and was appointed class counsel, following contested class certification,

in *Salas v. Toyota Motor Sales, U.S.A., Inc*., No. 15-8629-FMO, 2019 WL 1940619 (C.D. Cal. Mar. 27, 2019). Capstone was also appointed class counsel after contested class certification in *Victorino v. FCA US LLC,* No. 16CV1617-GPC(JLB), 2021 WL 4124245 (S.D. Cal. Sept. 9, 2021). Capstone has negotiated numerous class action settlements providing valuable relief to owners/lessees, including in *Salas* (finally approved Jan. 8, 2025) and *Victorino* (finally approved Sept. 29, 2023), as well as in other actions. *See, e.g., Rieger v. Volkswagen Group of America, Inc.* Case No. 21-cv-10546 (D.N.J., May 16, 2024) (finally approving settlement for alleged excessive oil consumption or piston defects); *Weckwerth, et al. v. Nissan North America, Inc.,* No. 3:18-cv-00588 (M.D. Tenn, Mar. 10, 2020) (finally approving settlement on behalf of millions of Nissan drivers with alleged transmission defects); *Wylie, et al. v. Hyundai Motor America,* No. 8:16-cv-02102-DOC (C.D. Cal. Mar. 02, 2020) (finally approving settlement on behalf of tens of thousands of Hyundai drivers with alleged transmission defects); *Granillo v. FCA US LLC,* No. 16-00153-FLW (D. N.J. Feb. 12, 2019); *Morishige v. Mazda Motor of Am., Inc.,* No. BC595280 (Los Angeles Sup. Ct. Aug. 20, 2019); *Falco v. Nissan N. Am. Inc*., No. 13-00686-DDP (C.D. Cal. July 16, 2018), Dkt. No. 341 (finally approving settlement after certifying class alleging timing chain defect on contested motion); *Vargas v. Ford Motor Co*., No. CV12-08388 AB (FFMX), 2017 WL 4766677 (C.D. Cal. Oct. 18, 2017) (finally approving class action settlement involving transmission defects for 1.8 million class vehicles); *Batista v. Nissan N. Am., Inc*., No. 14-24728-RNS (S.D. Fla. June 29, 2017), Dkt. 191 (finally

approving class action settlement alleging CVT defect); *Chan v. Porsche Cars N.A., Inc*., No. No. 15-02106-CCC (D. N.J. Oct. 6, 2017), Dkt. 65 (finally approving class action settlement involving alleged windshield glare defect); *Klee v. Nissan N. Am., Inc*., No. 12-08238-AWT, 2015 WL 4538426, at *1 (C.D. Cal. July 7, 2015) (settlement involving allegations that Nissan Leaf's driving range, based on the battery capacity, was lower than was represented by Nissan); *Asghari v. Volkswagen Group of America, Inc.*, Case No. 13-cv-02529-MMM-VBK, 2015 WL 12732462 (C.D. Cal. May 29, 2015) (class action settlement providing repairs and reimbursement for oil consumption problem in certain Audi vehicles).

9. Capstone has expended **$29,282.24** in unreimbursed expenses, as summarized below:

Costs Categories	**Total**
Copying, Printing & Scanning and Facsimiles	$258.25
Court Fees, Courier Fees, Filings & Service of Process	$700.00
Court Reporters, Transcripts & Depositions	$1,841.45
Everlaw	$1,650.24
Litigation Fund	$22,500.00
Postage & Mailings	$9.25
Research Services (PACER, Westlaw, etc.)	$434.01
Ricoh	$1,889.04
Total	**$29,282.24**

CONCLUSION

10. Based on my experience, this settlement is fair, reasonable, and adequate, and treats all Class Members equitably. I ask that the Court approve the Settlement achieved on behalf of the Class resulting from this litigation.

I declare under penalty of perjury under the laws of United States of America that the foregoing is true and correct.

Dated: August 22, 2025

Cody R. Padgett

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

LAURA SAMPSON, *et al.*, individually and on behalf of all others similarly situated, Plaintiffs, v. SUBARU OF AMERICA, INC., Defendant.	Case No. 1:21-CV-10284-ESK-SAK

DECLARATION OF SAMUEL M. WARD IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR APPROVAL OF ATTORNEYS' FEES, EXPENSES, AND CLASS REPRESENTATIVE SERVICE AWARDS

I, Samuel M. Ward, hereby declare as follows:

1. I am an attorney at law duly licensed to practice law before the courts of the State of California, all Federal District Courts in California, the United States District Court for the Eastern District of Wisconsin, and the United States District Court for the Eastern District of Michigan. I am also Partner at Barrack, Rodos & Bacine ("Barrack") which, along with Berger Montague, PC and Capstone Law APC (collectively, "Class Counsel"), are counsel of record for Plaintiffs James Sampson, Janet Bauer, Lisa Harding, Barbara Miller, Shirley Reinhard, Celeste Sandoval, Xavier Sandoval, Danielle Lovelady Ryan, and Elizabeth Wheatley (collectively, "Plaintiffs"), in the above-captioned action. Unless the context indicates otherwise, I have personal knowledge of the facts

stated herein, and if called as a witness, I could and would testify competently thereto. I make this declaration in support of Plaintiffs' Unopposed Motion for Approval of Attorneys' Fees, Expenses, and Class Representative Service Awards.

2. The Declaration of Russel D. Paul in Support of Plaintiffs' Unopposed Motion for Approval of Attorneys' Fees, Expenses, and Class Representative Services Awards, filed contemporaneously herewith, accurately summarizes the overview of the litigation, the procedural history of the litigation, the work undertaken by Plaintiffs and Class Counsel to initiate and prosecute this litigation for the benefit of the class, and the settlement negotiations and mediation.

3. I have reviewed Barrack's billing records for this action, which are maintained in the regular course of business and billed contemporaneously. Barrack's bill for attorneys' fees is summarized below:

Attorney	**Title**	**Total Hours**	**Hourly Rates**	**Fees**
Stephen R. Basser	Partner	25.4	$1,200	$30,480.00
Samuel M. Ward	Partner	54.0	$1,100	$59,400.00
Mark R. Rosen	Frmr. Partner	158.9	$855	$135,859.50
Andrew J. Heo	Associate	438.6	$750	$328,950.00
Total for Attorneys:		**676.9**		**$554,689.50**

4. Barrack has a long history of successfully litigating complex class actions including, *inter alia*, complex consumer class actions, as set forth in its firm Biography, a true and correct copy of which was filed with this Court as ECF. No. 140-13.

5. Barrack, Rodos & Bacine has extensive experience litigating automotive defect class actions, having served as court appointed class counsel in *Wilson et al., v. FCA US, LLC*, Case No. 4:22-cv-00447, in the Eastern District of Texas; Interim Executive Committee Counsel in *In re Toyota Hybrid Brake Litigation*, Case No. 4:20-CV-00127-ALM, in the Eastern District of Texas; Interim Executive Committee Class Counsel in *In re: Chrysler Pacifica Fire Recall Products Liability* Litigation, MDL No. 3040, in the Eastern District of Michigan; and Executive Committee Class Counsel in *Stringer, et al., v. Nissan Of North America, Inc., et al.*, Case No. 3:21cv99, in the Middle District of Tennessee.

6. To date, Barrack has already expended $6,237.57 in unreimbursed out-of-pocket expenses, as summarized below:

Description	**Amount**
Admission & Filing Fees	$200.00
Computer & Other Research Fee(s)	$3,061.77
Electronic Discovery/Everlaw	$639.36
Postage	$23.04
Reproduction/Scan In-House	$12.00
Telephone	$1,494.09
Transcripts	$807.31
Total:	**$6,237.57**

I declare under penalty of perjury under the laws of United States of America that the foregoing is true and correct.

Dated: August 22, 2025

Samuel M. Ward

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

JAMES SAMPSON, ELIZABETH WHEATLEY, SHIRLEY REINHARD ON HER OWN BEHALF AND ON BEHALF OF THE ESTATE OF KENNETH REINHARD, LISA HARDING, JANET BAUER, BARBARA MILLER, CELESTE AND XAVIER SANDOVAL, and DANIELLE LOVELADY RYAN, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

SUBARU OF AMERICA, INC.,

Defendant.

Case No.: 1:21-cv-10284-ESK-SAK

DECLARATION OF LARA JARJOURA RE: SETTLEMENT NOTICE PLAN PROGRESS

I, **Lara Jarjoura**, declare and state as follows:

1. I am a Vice President at JND Legal Administration ("JND"). This Declaration is based on my personal knowledge, as well as upon information provided to me by experienced JND employees, and if called upon to do so, I could and would testify competently thereto.

2. JND is a legal administration services provider with its headquarters located in Seattle, Washington. JND has extensive experience in all aspects of legal administration and has administered settlements in hundreds of cases.

3. JND is serving as the Claim Administrator in the above-captioned matter, pursuant to the Court's Order Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"), filed March 31, 2025.

4. This Declaration is being provided to update the Court regarding Class Notice Plan[1] implementation and Settlement administration.

CAFA NOTICE

5. On April 4, 2025, JND mailed notice of the Sampson, et al. v. Subaru of America, Inc. Settlement to the United States Attorney General and to the appropriate State officials in the 48 contiguous U.S. states and Washington D.C., pursuant to the Class Action Fairness Act of 2005. As of August 7, 2025, JND has not received any correspondence relating to this Settlement from any recipients of the CAFA Notice.

SETTLEMENT CLASS MEMBER DATA

6. Defendant provided JND with data that identified 3,364,708 unique Class Vehicle VINs. Using the Class Vehicle VIN data, JND staff worked with a third-party data aggregation service to acquire contact information for current and former owners and lessees of the Settlement Class Vehicles based on vehicle registration information from the state Departments of Motor Vehicles ("DMVs") for the 48 contiguous U.S. states and Washington D.C.

7. JND combined, analyzed, de-duplicated and standardized the data that it received from the Defendant and the DMVs to provide individual notice to virtually all Settlement Class Members.

8. JND promptly loaded the VINs and potential Settlement Class Member contact information into a case-specific database for the Settlement administration. A unique

[1] All capitalized terms not defined herein have the meanings given to them in the Class Settlement Agreement, filed March 26, 2025, ECF No. 140-3.

identification number was assigned to each Settlement Class Member record to identify them throughout the Settlement administration process.

9. JND performed address research using the United States Postal Service ("USPS") National Change of Address ("NCOA")[2] database to obtain the most current mailing address information for potential Settlement Class Members.

DIRECT MAIL NOTICE

10. On July 29, 2025, JND mailed the Court-approved post-card Class Notice to 5,049,923 Settlement Class Members. JND customized each post-card Class Notice to include each reasonably identifiable Settlement Class Member's name, address, and VIN, along with a unique identification number and personalized PIN. The post-card Class Notice provided the Settlement Website URL and a QR code that linked directly to the Settlement Website and encouraged the potential Settlement Class Member to submit their Claim for Reimbursement and to visit the Settlement Website for more information. The post-card Class Notice is attached as **Exhibit A**.

11. For 1,626 potential Settlement Class Members who had more than 10 VINs associated with their name and address, JND sent a cover letter ("Bulk Filer Cover Letter") advising them of the process to submit a bulk claim for more than 10 Settlement Class Vehicles. The cover letter is attached as **Exhibit B**.

12. For 454 addresses that were associated with more than 10 potential Settlement Class Members, JND sent a cover letter ("Potential Class Member Cover Letter") advising them

[2] The NCOA database is the official USPS technology product that makes changes of address information available to mailers to help reduce undeliverable mail pieces.

that they may be eligible for benefits in the Settlement. The cover letter is attached as **Exhibit C**.

13. As of the date of this Declaration, JND has received 237,161 post-card Class Notices returned as undeliverable. Of the 237,161 undeliverable post-card Class Notices, 88,814 were re-mailed to forwarding addresses provided by USPS, and 91,097 post-card Class Notices were re-mailed to updated addresses obtained through advanced address research.

14. As of the date of this Declaration, JND has received 115 Bulk Filer Cover Letters returned as undeliverable.

15. As of the date of this Declaration, JND has received 81 Potential Class Member Cover Letters returned as undeliverable.

16. JND will continue to monitor for any post-card Class Notices, Bulk Filer Cover Letters, or Potential Class Member Cover Letters that are returned undeliverable, and will promptly remail to any forwarding addresses provided by USPS or to updated addresses obtained through advanced address research.

SETTLEMENT WEBSITE

17. On July 29, 2025, JND established a dedicated Settlement Website (www.EyeSightSettlement.com). The Settlement Website provides comprehensive information about the Settlement, including answers to frequently asked questions, key dates and deadlines, and contact information for the Claim Administrator. The Settlement Website also hosts copies of important case documents, including the Class Settlement Agreement, Preliminary Approval Order, along with the Claim Form, Declaration of Initial Dealer Repair Request, and Long Form Class Notice.

18. In addition, the Settlement Website includes a VIN Lookup feature through which potential Class Members may input their VIN to determine whether their vehicle may be eligible for compensation under the Settlement Agreement.

19. The Settlement Website also features an online Claim Form with document upload capabilities for the submission of claims. Additionally, as noted above, a Claim Form is posted on the Settlement Website for download for those Class Members who prefer to submit a Claim Form by mail.

20. As August 21, 2025, the Settlement Website has tracked 306,437 unique users with 854,275 page views. JND will continue to update and maintain the Settlement Website throughout the Settlement administration process.

CLAIM ADMINSTRATOR EMAIL ADDRESS

21. On July 29, 2025, JND established a dedicated email address (info@EyeSightSettlement.com) to receive and respond to potential Class Member inquiries.

22. As of August 21, 2025, the dedicated email address has received 2,790 emails.

CLAIM ADMINISTRATOR POST OFFICE BOX

23. On July 29, 2025, JND established a dedicated post office box to receive Class Member correspondence, paper Claim Forms, exclusion requests, and other Settlement-related mailings.

TOLL-FREE TELEPHONE NUMBER

24. On July 29, 2025, JND established a case-specific, dedicated toll-free telephone number (1-866-287-0742) for Settlement Class Members to obtain more information about the Settlement.

25. As of August 21, 2025, the toll-free number has received 23,100 calls.

CLAIM FOR REIMBURSEMENT

26. The Class Notice informed Settlement Class Members that anyone who wanted to participate in the Settlement must mail a completed and signed Claim Form, postmarked on or before September 27, 2025, or submit a Claim Form online through the Settlement Website on or before September 27, 2025.

27. As of August 21, 2025, JND has received 2,427 Claim Forms, of which 89 were submitted via mail and 2,338 were submitted electronically online.

REQUESTS FOR EXCLUSION

28. The Class Notices informed Settlement Class Members that anyone who wanted to be excluded from the Settlement could do so by submitting a written request for exclusion ("opt-out") to the Settlement Claim Administrator, with instructions regarding the necessary information, postmarked on or before August 28, 2025.

29. As of August 21, 2025, JND has received and processed 137 purported exclusion requests. JND has not conducted a review of the purported exclusion requests to determine if they comply with all requirements for a valid exclusion detailed in the Preliminary Approval Order.

OBJECTIONS

30. The Class Notices informed Settlement Class Members that anyone who wanted to object to the Settlement could do so by submitting a written objection to the Court, with instructions regarding the necessary information, postmarked or filed on or before August 28, 2025.

31. As of August 21, 2025, JND is aware of one purported objection that was filed with the Court.

I declare under penalty of perjury pursuant to the laws of the United States of America that the forgoing is true and correct.

Executed on August 22, 2025 at Seattle, Washington.

Lara Jarjoura

LARA JARJOURA

EXHIBIT A

Notice of Proposed Class Action Settlement

If you currently or previously own(ed) or lease(d) certain 2013-2024 Subaru vehicles equipped with Pre-Collision Braking, Rear Automatic Braking, and/or Lane Keep Assist driver assistance features of EyeSight, you may be entitled to benefits under a class action settlement. This notice is being mailed to you because you have been identified as owning or leasing such a vehicle.

For information on the proposed settlement, and how and when to file a claim for reimbursement or object to or exclude yourself from the settlement, call toll-free 1-866-287-0742 or you may visit www.EyeSightSettlement.com.

Si desea recibir esta notificación en español, llámenos o visite nuestra página web.

Subaru EyeSight Settlement
c/o JND Legal Administration
PO Box 91063
Seattle, WA 98111

«MailingBarcode»
Postal Service: Please do not mark barcode

«Printed_ID»

«Name»
«Address1»
«Address2»
«City», «State» «PostalCode»
«Country»

PRESORTED
FIRST CLASS MAIL
U.S. POSTAGE
PAID

Electronic Service Requested

PLEASE RETAIN THIS POSTCARD FOR YOUR RECORDS

Do not contact the Court for information about the settlement.

A Settlement has been reached in a class action lawsuit regarding the Pre-Collision Braking, Rear Automatic Braking, and Lane Keep Assist driver assistance features of EyeSight in certain Subaru vehicles.

Am I a Class Member?

You are a Settlement Class Member if you are a current or former owner or lessee of certain 2013-2024 Subaru vehicles equipped with EyeSight functionality ("Settlement Class Vehicles"), subject to certain exclusions. You can confirm whether your vehicle is included in the settlement, and that you are therefore a class member, by searching the VIN Lookup Tool on the Settlement Website: www.EyeSightSettlement.com.

What benefits can I get from the settlement?

If the Court grants final approval, the Settlement will provide the following benefits: 1) a Warranty Extension, and 2) Reimbursement of 75% of certain past paid out-of-pocket repair expenses. A claim for reimbursement must be submitted to the Claim Administrator **no later than September 27, 2025** either by mail (postmarked) at the above address or online through the Settlement website. For further details regarding the class action, the Settlement terms and benefits, what is covered, and the requirements, deadline, and procedures for submitting a claim for reimbursement, please refer to the Long Form Class Notice on the Settlement Website: www.EyeSightSettlement.com. You can also contact the Claim Administrator toll free at 1-866-287-0742 or info@EyeSightSettlement.com to obtain a Claim Form and for any questions you may have.

How can I exclude myself from the class?

If you want to exclude yourself from the settlement, you must mail a request for exclusion with the required information postmarked **no later than August 28, 2025**. The requirements for a request for exclusion, and the addresses to whom it must be mailed, are set forth in the Long Form Class Notice on the Settlement Website at www.EyeSightSettlement.com. If you timely and properly exclude yourself, you will not be eligible to receive any benefits of the settlement. If you do not timely and properly exclude yourself, you will remain part of the Settlement Class and will be bound by its terms and provisions including the Release and Waiver.

How can I object?

If you want to stay in the Settlement Class but object to any aspect of the settlement, you must file an objection with the Court with the required information **no later than August 28, 2025**. For further information and instructions on the requirements for an objection, and when and how to file one, refer to the settlement website and the Long Form Class Notice at www.EyeSightSettlement.com.

Do I have a lawyer in this case?

Yes. The Court has appointed the law firms of Berger Montague, PC, Capstone Law APC, and Barrack, Rodos & Bacine to represent you and the Class. These attorneys are called Class Counsel. You will not be charged for their services. If you would like to retain your own counsel you may do so at your own expense.

The Court's Final Fairness Hearing.

The Court will hold a Final Fairness Hearing on **November 3, 2025 at 11:00 AM**, at the Mitchell H. Cohen Building & U.S. Courthouse, 4th & Cooper Streets, Courtroom 4D, Camden, NJ 08101 to consider whether to approve (1) the settlement; (2) Class Counsel's request for Attorneys' fees and costs of up to $2.5 million; and (3) Named Plaintiffs' Service Awards of up to $5,000. The date of the hearing may change without further notice so please visit www.EyeSightSettlement.com for updated information.

Where can I get more information?

Please visit the Settlement Website at www.EyeSightSettlement.com, call toll free 1-866-287-0742, or email info@EyeSightSettlement.com to obtain more complete information about the proposed settlement and your rights.

Please do not contact the Court regarding this Notice.

YOUR VIN:	<<VIN>>
YOUR UNIQUE ID:	<<UniqueID>>
YOUR PIN:	<<Pin>>

PLEASE REFER TO YOUR UNIQUE ID AND PIN TO FILE A CLAIM

Carefully separate this Address Change Form at the perforation

Name: _____

Current Address: _____

_____

_____

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

Subaru EyeSight Settlement
c/o JND Legal Administration
P.O. Box 91063
Seattle, WA 98111

EXHIBIT B

Subaru EyeSight Settlement
c/o JND Legal Administration
PO Box 91063
Seattle, WA 98111

«Printer_ID»

«Fullname»
«AddressLine1»
«AddressLine2»
«AddressLine3»
«AddressCity», «AddressState» «AddressPostalCode»

Subaru EyeSight Settlement – Claim Filing Assistance for Owners or Lessees of more than 10 Settlement Class Vehicles

Dear «Fullname»,

You are receiving this letter because you may be eligible for benefits in a proposed class action settlement in a class action lawsuit called *Sampson, et al. v. Subaru of America, Inc.*, Civil Action No. 1:21-cv-10284-ESK-SAK (D.N.J.). The Settlement provides benefits to current or former owners or lessees of certain 2013-2024 Subaru vehicles equipped with Pre-Collision Braking, Rear Automatic Braking, and/or Lane Keep Assist driver assistance features of the EyeSight system.

DMV records indicate that you may have owned or leased more than 10 Settlement Class Vehicles.

Please refer to the enclosed Notice for an explanation of your rights and options under the Settlement. To qualify for reimbursement, you will need to submit a claim no later than **September 27, 2025**. A special process has been established to facilitate the bulk filing of claims for Class Members with more than 10 Settlement Class Vehicles. To submit a bulk claim, please call 1-866-287-0742, or email info@EyeSightSettlement.com, and a representative specializing in bulk claims will assist you.

For additional information about the proposed Settlement, please visit the Settlement Website at www.EyeSightSettlement.com.

Regards,

Subaru EyeSight Settlement Claim Administrator

EXHIBIT C

Subaru EyeSight Settlement
c/o JND Legal Administration
PO Box 91063
Seattle, WA 98111

«Printer_ID»

Potential Class Member
«AddressLine1»
«AddressLine2»
«AddressLine3»
«AddressCity», «AddressState» «AddressPostalCode»

Subaru EyeSight Settlement – Claim Filing Assistance for Potential Owners or Lessees of Settlement Class Vehicles

Dear Potential Class Member,

You are receiving this letter because you may be eligible for benefits in a proposed class action settlement in a class action lawsuit called *Sampson, et al. v. Subaru of America, Inc.*, Civil Action No. 1:21-cv-10284-ESK-SAK (D.N.J.). The Settlement provides benefits to current or former owners or lessees of certain 2013-2024 Subaru vehicles equipped with Pre-Collision Braking, Rear Automatic Braking, and/or Lane Keep Assist driver assistance features of the EyeSight system.

Please refer to the enclosed Notice for an explanation of your rights and options under the Settlement. To qualify for reimbursement, you will need to submit a claim no later than **September 27, 2025**.

For additional information about the proposed Settlement, please visit the Settlement Website at www.EyeSightSettlement.com. You may also contact the Claim Administrator by phone at 1-866-287-0742, or by email at info@EyeSightSettlement.com.

Regards,

Subaru EyeSight Settlement Claim Administrator