

# NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

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

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

- A Settlement has been proposed in a class action lawsuit against Subaru of America, Inc. relating to allegations of defects or deficiencies in the Pre-Collision Braking, Rear Automatic Braking, and Lane Keep Assist features of the EyeSight driver assistance systems in certain model year 2013-2024 Subaru vehicles.
- If you currently or previously owned or leased a certain Subaru vehicle (listed below) in the continental United States, you may be entitled to benefits afforded by a class action Settlement which are described in Section 1 below.
- The proposed class action, pending in the United States District Court for the District of New Jersey, is captioned *Sampson, et al. v. Subaru of America, Inc.*, Civil Action No. 1:21-cv-10284-ESK-SAK (the “Action”). The parties have agreed to a class Settlement of the Action, which the Court has preliminarily approved, and have asked the Court to grant final approval of the proposed Settlement. As a Settlement Class Member, you have various options that you may exercise before the Court decides whether to approve the Settlement.
- This Notice explains the Action, the proposed Settlement, your legal rights and options, available benefits, who is eligible for and how to obtain the benefits, and applicable dates, time deadlines and procedures.
- Your legal rights are affected whether you act or do not act. **You should read this entire Notice carefully.**
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made only if the Court approves the Settlement and after appeals, if any, are resolved.

### BASIC INFORMATION

#### 1. What the Action and Settlement benefits are.

The Settlement involves certain specific Subaru vehicles of the following models/model years, that were distributed by Subaru of America, Inc. (“SOA”) in the continental United States (hereinafter, collectively, “Settlement Class Vehicles”):

- Certain MY2013-2022 Subaru Legacy\*
- Certain MY2013-2022 Subaru Outback\*
- Certain MY2015-2023 Subaru Impreza\*
- Certain MY2015-2023 Subaru Crosstrek\*
- Certain MY2014-2021 Subaru Forester\*
- Certain MY2019-2022 Subaru Ascent\*
- Certain MY2016-2021 Subaru WRX\*
- Certain MY2022-2024 Subaru BRZ\*

\*Not every such model and model year vehicle is covered by this Settlement (i.e., a Settlement Class Vehicle). The Settlement Class Vehicles are determined by specific Vehicle Identification Numbers (VINs). You can look up whether

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your vehicle is a Settlement Class Vehicle by typing your vehicle's VIN, where indicated, in the VIN Lookup Portal on the Settlement Website at [www.EyeSightSettlement.com](http://www.EyeSightSettlement.com).

A Settlement Class Member is defined as a current or former owner or lessee of a Settlement Class Vehicle, purchased or leased in the continental United States.

The Action alleges defects or deficiencies in the putative class vehicles' Pre-Collision Braking, Rear Automatic Braking, and Lane Keep Assist features of the EyeSight systems. SOA denies the claims and maintains that the EyeSight systems in the Settlement Class Vehicles are not defective, function properly, were properly designed, manufactured, marketed and sold, and that no applicable warranties were breached nor any applicable statutes violated. The Court has not decided in favor of either party. Instead, the Action has been resolved through a class Settlement under which eligible Settlement Class Members who qualify may obtain the following benefits:

#### **I. Warranty Extension for Current Owners or Lessees of Settlement Class Vehicles**

Effective on **July 29, 2025**, SOA will extend the New Vehicle Limited Warranties (NVLWs) applicable to the Settlement Class Vehicles to cover 75% of the cost of a Covered Repair (as defined below), by an authorized Subaru retailer, during a period of up to 4 years or 48,000 miles (whichever occurs first) from the Settlement Class Vehicle's In-Service Date. If a particular Settlement Class Vehicle's Warranty Extension time period has already expired as of **July 29, 2025**, then for that Settlement Class Vehicle, the time limitation of the above Warranty Extension shall be extended until four (4) months from **July 29, 2025**.

A "Covered Repair" means repair or replacement (parts and labor) of a 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. A Covered Repair shall not include a Pre-Collision Braking, Rear Automatic Braking, and/or Lane Keep Assist feature failure or malfunction that resulted from the failure or malfunction of any other components of the Settlement Class Vehicle including but not limited to brake pads, rotors and other brake related parts, windshield, powertrain, electrical system, and any other vehicle components and systems.

The Warranty Extension is subject to the same terms, conditions, limitations and exclusions set forth in the Settlement Class Vehicle's original NVLW and Warranty and Maintenance Booklet, and shall be fully transferable to subsequent owners to the extent that its time and mileage limitation periods have not expired.

The Warranty Extension shall not cover or apply to damage to or malfunction of any aspect of Pre-Collision Braking, Rear Automatic Braking, or Lane Keep Assist resulting from an accident or crash, misuse, abuse, modification, movement, displacement of and/or damage to the system components (identified in "Covered Repair" definition), weather and/or environmental conditions, and/or from any outside source or factor.

#### **II. Reimbursement of Certain Past Paid Out-of-Pocket Expenses for a Covered Repair**

If, prior to **July 29, 2025** and within 4 years or 48,000 miles (whichever occurred first) from the Settlement Class Vehicle's In-Service Date, you incurred and paid for a Covered Repair, you may submit, to the Claim Administrator, a Claim for Reimbursement (a fully completed, dated and signed Claim Form together with all Proof of Repair Expense and other required documentation) for seventy-five percent (75%) of the paid invoice expense of one (1) such Covered Repair (parts and labor).

The above relief is subject to certain limitations and proof requirements, which are set forth below and in the Settlement Agreement, which can be found on the Settlement Website at [www.EyeSightSettlement.com](http://www.EyeSightSettlement.com).

#### **III. Required Proof for a Claim for Reimbursement**

To qualify for a Claim for Reimbursement of past paid and unreimbursed out-of-pocket expenses provided under Section II above, you must comply with the following requirements:

**Questions? Call 1-866-287-0742, email [info@EyeSightSettlement.com](mailto:info@EyeSightSettlement.com), or visit [www.EyeSightSettlement.com](http://www.EyeSightSettlement.com)**

A. In order to submit a valid and timely Claim for Reimbursement, you must submit online no later than **September 27, 2025**, or mail to the Claim Administrator post-marked no later than **September 27, 2025**, a fully completed, signed and dated Claim Form, a copy of which is available at [www.EyeSightSettlement.com](http://www.EyeSightSettlement.com), together with all required supporting documentation listed below.

1. An original or legible copy of a repair invoice(s) documenting the repair covered under the Settlement and containing your name, the make, model and Vehicle Identification Number (“VIN”) of the Settlement Class Vehicle, the name and address of the authorized Subaru retailer or other service center that performed the repair, the date of repair and the Settlement Class Vehicle’s mileage at the time of the repair, a description of the repair work performed including the parts repaired/replaced and a breakdown of parts and labor costs, and the amount charged for the repair and proof of payment.

2. If your Covered Repair occurred within your Settlement Class Vehicle’s New Vehicle Limited Warranty period but was not performed by an authorized Subaru retailer, then you must also submit records showing that you first attempted to have the repair completed at an authorized Subaru retailer, but the retailer declined or was unable to perform the repair free of charge under warranty. If such records cannot be obtained despite a good faith effort, then you may submit a declaration to that effect, signed under penalty of perjury, and stating the good faith efforts you made to obtain the records. A form declaration is available for you on the Settlement Website at [www.EyeSightSettlement.com](http://www.EyeSightSettlement.com), or may be obtained from the Claim Administrator (1-866-287-0742 or [info@EyeSightSettlement.com](mailto:info@EyeSightSettlement.com)).

B. If you are not the person to whom the Postcard Class Notice was addressed (or your Claim for Reimbursement is not for the vehicle identified by VIN on the Postcard Class Notice), your Claim for Reimbursement must contain proof that you are a Settlement Class Member and that the vehicle is a Settlement Class Vehicle.

#### **IV. Limitations**

A. Any reimbursement under the Settlement shall be reduced by goodwill or other amount or concession paid by SOA, an authorized Subaru retailer, any other entity (including insurers and providers of extended warranties or service contracts), or by any other source. If the Settlement Class Member received a free repair covered under the Settlement Agreement, or was otherwise already reimbursed the full amount for the Covered Repair, then they will not be entitled to any reimbursement.

B. SOA shall not be responsible for, and shall not warrant, repair/replacement work performed at any service center or facility that is not an authorized Subaru retailer.

C. Reimbursement shall not apply to failures resulting from an accident or crash, misuse, abuse, modification, movement, displacement of and/or damage to the Eyesight camera assembly or rear sonar sensors, weather and/or environmental conditions, and/or from any outside source or factor.

#### **2. Why is this a class action settlement?**

In a class action lawsuit, one or more persons, called Plaintiffs or Class Representatives, sue on behalf of other people who have similar claims. All these people are Settlement Class Members. The company they sued is called the Defendant. One court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Class.

The Court has not decided in favor of the Plaintiffs or Defendant. Instead, both sides agreed to a Settlement with no decision or admission of who is right or wrong. That way, all parties avoid the risks and cost of a trial, and the people affected (the Settlement Class Members) will receive benefits quickly. The Class Representatives and the attorneys believe the Settlement is best for the Settlement Class.

## WHO IS PART OF THE SETTLEMENT?

### 3. Am I in this Settlement Class?

The Court has conditionally approved the following definition of a Settlement Class Member: All persons and entities who purchased or leased a Settlement Class Vehicle in the continental United States of America (the Settlement Class Vehicles are discussed in Section 1 above).

Excluded from the Settlement Class are (a) all Judges who have presided over the Action 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 this 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 Section 10 below).

### 4. I'm still not sure if I am included in this Settlement.

If you are still not sure whether you are included in this Settlement, you can enter your vehicle's VIN in the VIN Lookup Portal at [www.EyeSightSettlement.com](http://www.EyeSightSettlement.com) to determine if it is a Settlement Class Vehicle. You can also contact the Claim Administrator at 1-866-287-0742 or [info@EyeSightSettlement.com](mailto:info@EyeSightSettlement.com), or visit [www.EyeSightSettlement.com](http://www.EyeSightSettlement.com) for more information.

## SETTLEMENT BENEFITS – WHAT YOU GET

### 5. What does the Settlement provide?

The benefits afforded by the Settlement are described in Section 1. Additional details are provided below.

### 6. Who can send in a Claim for Reimbursement?

Any person or entity who purchased or leased a Settlement Class Vehicle in the continental United States can send in a timely Claim for Reimbursement for money spent on a prior Covered Repair prior to **September 27, 2025** if the Claim satisfies the parameters and criteria required for reimbursement described in Section 1.

### 7. How do I send in a Claim for Reimbursement?

To submit a Claim for Reimbursement, you must do the following no later than **September 27, 2025**:

Submit your completed, signed and dated Claim Form, along with all required supporting documents, either (i) through the Settlement Website at [www.EyeSightSettlement.com](http://www.EyeSightSettlement.com) no later than **September 27, 2025**; or (ii) to the Claim Administrator by First-Class mail, post-marked no later than **September 27, 2025**, at the address provided on the Claim Form. The information that must be reflected in your records is described on the Claim Form. It is recommended that you keep a copy of your completed Claim Form, records, and receipts.

If you are eligible for reimbursement benefits under the Settlement but fail to submit the completed Claim Form and supporting documents by the required deadline, you will not receive a reimbursement.

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#### 8. When do I get my reimbursement or learn whether I will receive a payment?

If the Claim Administrator determines that your Claim is approved, your reimbursement will be mailed to you within 150 days of either (i) the date of receipt of the completed Claim Form (with all required proof), or (ii) the date that the Settlement becomes final (the “Effective Date”), whichever is later. The Court will hold a Final Fairness Hearing on **November 3, 2025 at 11:00 a.m.**, to decide whether to approve the Settlement as fair, reasonable, and adequate. Information about the progress of the case will be available at [www.EyeSightSettlement.com](http://www.EyeSightSettlement.com).

If the Claim Administrator determines that there is/are deficiency(ies) in your Claim Form and/or the supporting documentation that is required, then you will be mailed a letter or notice informing you of the deficiency(ies), what needs to be submitted to correct it/them, and the deadline for doing so. Deficiencies that are not timely corrected will result in denial of your Claim. To check on the status of your Claim, you can call 1-866-287-0742 or email [info@EyeSightSettlement.com](mailto:info@EyeSightSettlement.com).

#### 9. What am I giving up to participate in the Settlement and stay in the Class?

Unless you exclude yourself from the Settlement by taking the steps described in Section 10 below, you will remain in the Class, and that means that you may receive any Settlement benefits to which you are eligible, and you will be bound by the terms of the Settlement including the release of claims, and cannot sue, continue to sue, or be part of any other lawsuit about the same matters, claims, and legal issues that were or could have been asserted in this case, and the Released Claims set forth in the Settlement Agreement (except for claims of personal injury or property damage other than damage to the Settlement Class Vehicle itself). It also means that all the Court’s orders and judgments will apply to you and legally bind you. The specific claims and parties you will be releasing are set forth in sections I.T and I.U of the Settlement Agreement which is available for review on the Settlement Website, [www.EyeSightSettlement.com](http://www.EyeSightSettlement.com).

### EXCLUDING YOURSELF FROM THE SETTLEMENT

#### 10. How do I Exclude Myself from this Settlement?

You do not have to do anything to remain in this Settlement. However, you have a right, if you so desire, to exclude yourself from the Settlement. To exclude yourself from the Settlement, you must send a letter by U.S. mail post-marked no later than **August 28, 2025**, stating clearly that you want to be excluded from the Settlement (“Request for Exclusion”). You must include in the Request for Exclusion your full name, address, and telephone number; the model, model year and VIN of the Settlement Class Vehicle; a statement that you are a present or former owner or lessee of a Settlement Class Vehicle; and specifically and unambiguously state your desire to be excluded from the Settlement Class. You must mail your completed Request for Exclusion, post-marked no later than **August 28, 2025**, to each of the following:

CLAIM ADMINISTRATOR	CLASS COUNSEL	DEFENSE COUNSEL
Subaru EyeSight Settlement c/o JND Legal Administration PO Box 91063 Seattle, WA 98111	Russell D. Paul, ESQ. Berger Montague PC 1818 Market Street, Suite 3600 Philadelphia, PA 19103	Homer B. Ramsey, ESQ. Shook, Hardy & Bacon LLP 1 Rockefeller Plaza, Suite 2801 New York, NY 10020

You cannot exclude yourself on the phone or by email. If you have timely mailed a Request for Exclusion that contains all of the required information, and the Court grants your Request for Exclusion upon final approval of the Settlement, then you will be excluded from the Settlement Class. You will not receive any benefits of the Settlement, you cannot object to the Settlement, and you will not be legally bound by anything that happens in this lawsuit.

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11. If I don't exclude myself, can I sue later?

No, not for the same matters and legal claims that were or could have been asserted in the Action or any of the Released Claims in the Settlement Agreement, unless your claim is for personal injury or property damage (other than damage to the Settlement Class Vehicle itself).

12. If I exclude myself, can I get the benefits of this Settlement?

No, if you exclude yourself from the Settlement Class, you will not receive any money or benefits from this Settlement, and you should not submit a Claim Form. You cannot do both.

13. 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 as "Class Counsel" to represent Settlement Class Members.

14. Should I get my own lawyer?

You do not need to hire your own lawyer to participate in the Settlement because Class Counsel will be representing you and the Settlement Class. But, if you want your own lawyer, you may hire one at your own cost.

15. How will the lawyers be paid, and will the Settlement Class Representatives receive a service award?

Class Counsel have prosecuted this case on a contingency basis. They have not received any fees for their services or reimbursement for costs and expenses associated with this case. Class Counsel will file an application with the Court requesting an award of reasonable attorney fees, costs, and expenses in an amount not exceeding a collective combined total sum of \$2,500,000. SOA has agreed not to oppose Class Counsel's Fees and Expenses Application to the extent that it does not exceed that combined total sum, and Class Counsel have agreed not to accept any fees and expenses in excess of that combined total sum.

Class Counsel will also apply to the Court for Class Representative service awards, in the amount of \$5,000 each, to the Class Representatives James Sampson, Janet Bauer, Lisa Harding, Barbara Miller, Shirley Reinhard, Celeste and Xavier Sandoval (to receive only one award of \$5,000 collectively), Danielle Lovelady Ryan, and Elizabeth Wheatley, for their efforts in pursuing this litigation for the benefit of the Settlement Class.

**Any award for Class Counsel Fees and Expenses, and any service awards to the Class Representatives, will be paid separately by Defendant and will not reduce any benefits available to you or the rest of the Settlement Class under the Settlement. You won't have to pay the Class Counsel fees and expenses.**

Class Counsel's Fees and Expenses Application and request for Class Representative service awards will be filed by **August 22, 2025**, and a copy will be made available for review at [www.EyeSightSettlement.com](http://www.EyeSightSettlement.com).

## SUPPORTING OR OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I like or dislike the Settlement?

If you are a member of the Settlement Class and do not request to be excluded, you can tell the Court you like the Settlement and it should be approved, or you can ask the Court to deny approval by filing a written objection. You can object to the Settlement and/or to Class Counsel's Fees and Expenses Application and request for Class Representative service awards. You cannot ask the Court to order a different settlement; the Court can only approve or reject the proposed Settlement. If the Court denies approval of the Settlement, no Settlement payments will be sent out and the Action will continue. If that is what you want to happen, you must object on a timely basis. You are not required to submit anything to the Court unless you are objecting or wish to be excluded from the Settlement.

To object to or comment on the Settlement, you must do either of the following:

**Questions? Call 1-866-287-0742, email [info@EyeSightSettlement.com](mailto:info@EyeSightSettlement.com), or visit [www.EyeSightSettlement.com](http://www.EyeSightSettlement.com)**

- i. File your written objection or comment, and any supporting papers or materials, on the Court's docket for this case, *Sampson, et al. v. Subaru of America, Inc.*, United States District Court for the District of New Jersey, Civil Action No. 1:21-cv-10284-ESK-SAK, via its electronic filing system, no later than **August 28, 2025**, or
- ii. File your written objection or comment, and any supporting papers or materials, with the Court in person at the Clerk's Office of the United States District Court for the District of New Jersey, located at the Mitchell H. Cohen Building & U.S. Courthouse, 4th & Cooper Streets, Camden, NJ 08101, no later than **August 28, 2025**, or
- iii. Mail your written objection or comment, and any supporting papers or materials, to each of the following, by U.S. First-Class mail, post-marked no later than **August 28, 2025**:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Clerk of the Court United States District Court for the District of New Jersey Mitchell H. Cohen Building & U.S. Courthouse 4th & Cooper Streets Camden, NJ 08101	Capstone Law APC Attn: Cody Padgett 1875 Century Park East, Suite 1000 Los Angeles, California 90067	Shook, Hardy & Bacon L.L.P. Attn: Homer B. Ramsey 1 Rockefeller Plaza, Suite 2801 New York, New York 10020

Regardless of the above method you choose, your written objection must state clearly that you are objecting to the Settlement or the request for Class Counsel Fees and Expenses and/or Class Representative service awards in *Sampson, et al. v. Subaru of America, Inc.*, United States District Court for the District of New Jersey, Civil Action No. 1:21-cv-10284-ESK-SAK, and must include all of the following: (i) your full name, address and telephone number; (ii) the model, model year and VIN of your Settlement Class Vehicle, (iii) proof that you own(ed) or lease(d) the Settlement Class Vehicle (i.e., a true copy of a vehicle title, registration or license receipt); (iv) a written statement of all your factual and legal grounds for objecting; (v) copies of any papers, briefs and/or other documents upon which the objection is based and which are pertinent to the objection; (vi) the name and address of any counsel representing you; (vii) a statement of whether you intend to appear at the Final Fairness Hearing, either with or without counsel, and the identity(ies) of any counsel who will appear on your behalf at the Final Fairness Hearing; and (viii) a list of all other objections submitted by you, and/or any counsel representing you, to any class action settlements in any court in the United States in the previous five (5) years, including the full case name with jurisdiction in which it was filed and the docket number, or affirmatively state, in your objection, that you and/or your counsel have not objected to any other class action settlement in the United States in the previous five (5) years.

Subject to the approval of the Court, any Settlement Class Member may appear, in person or by counsel, at the Final Fairness Hearing. In order to appear, the Settlement Class Member must, by the objection deadline of **August 28, 2025**, file with the Clerk of the Court and serve upon all counsel designated in the Long Form Class Notice (see above), a Notice of Intention to Appear at the Final Fairness Hearing. The Notice of Intention to Appear must include copies of any papers, exhibits or other evidence and identity of witnesses that the Settlement Class Member (or his/her counsel) intends to present to the Court in connection with the Final Fairness Hearing.

Any Settlement Class Member who does not submit a written objection to the proposed Settlement, or Class Counsel's application for Fees and Expenses and/or the Class Representative service award, within the above deadline and in full compliance with the above requirements and procedure for a valid objection shall waive his/her/its right to do so, and to appeal from any order or judgment of the Court concerning the Settlement, Fees and Expenses and/or service award.

Any Settlement Class Member who does not provide a Notice of Intention to Appear in accordance with the deadline and other requirements set forth in this Long Form Class Notice shall be deemed to have waived any right to appear, in person or by counsel, at the Final Fairness Hearing.

17. What is the difference between objecting and excluding myself?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

**FINAL FAIRNESS HEARING**

18. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Fairness Hearing on **November 3, 2025 at 11:00 a.m.**, before the Honorable Edward S. Kiel, United States District Judge, United States District Court for the District of New Jersey, Mitchell H. Cohen Building & U.S. Courthouse, 4th & Cooper Streets, Courtroom 4D, Camden, NJ 08101, to determine whether the Settlement should be granted final approval. At this Final Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider Class Counsel's application for Fees and Expenses, including the request for Class Representative service awards. The date and/or time of the Final Fairness Hearing may change without further notice to the Settlement Class. You should check the Settlement Website at [www.EyeSightSettlement.com](http://www.EyeSightSettlement.com) or the Court's PACER site to confirm that the date and/or time has not changed, or if it has, learn to the new date and time.

19. Do I have to come to the Final Fairness Hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. You may also pay your own lawyer to attend. However, if your objection is timely and compliant with the requirements, the Court will consider it whether or not you or your lawyer attend.

20. May I speak at the Final Fairness Hearing?

If you do not exclude yourself, you may ask the Court's permission to speak in favor of the proposed Settlement at the Final Fairness Hearing, and any Settlement Class Member who has properly filed a timely objection may ask the Court's permission to appear and speak regarding that objection. To do so, you must file with the Clerk of the Court, and serve upon all counsel identified in Section 16 above, a Notice of Intention to Appear at the Final Fairness Hearing, saying that it is your intention to appear at the Final Fairness Hearing in *Sampson, et al. v. Subaru of America, Inc.*, United States District Court for the District of New Jersey, Civil Action No. 1:21-cv-10284-ESK-SAK. The Notice of Intention to Appear must include copies of any papers, exhibits or other evidence and the identity of witnesses that the Settlement Class Member (or the Settlement Class Member's counsel) intends to present to the Court in connection with the Final Fairness Hearing.

**You must file your Notice of Intention to Appear with the Clerk of the Court and serve upon all counsel designated in the Long Form Class Notice, by the objection deadline of August 28, 2025.** You cannot speak at the Final Fairness Hearing if you excluded yourself from the Settlement.

**IF YOU DO NOTHING**

21. What happens if I do nothing at all?

If you do nothing, you will remain in the Settlement Class. If the Court approves the Settlement, you can receive any benefits of the Settlement to which you are eligible, and you will be bound by the Settlement and its terms and provisions, including the Release of Claims, and by all orders and judgments of the Court.



## **MORE INFORMATION**

### **22. Where can I get more information?**

The Settlement Website at [www.EyeSightSettlement.com](http://www.EyeSightSettlement.com) allows you to look up your vehicle's VIN to determine if it is a Settlement Class Vehicle, obtain Claim Forms, a copy of the Settlement Agreement and other pertinent documents, and more information on this litigation and Settlement. Updates regarding the Action, including important dates and deadlines, will also be available on the Settlement Website. You may also call the Claim Administrator at 1-866-287-0742 or email [info@EyeSightSettlement.com](mailto:info@EyeSightSettlement.com).