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 Motion Date: November 3, 2025

PLAINTIFFS' UNOPPOSED MOTION FOR AN ORDER AND JUDGMENT GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT

PLEASE TAKE NOTICE that on November 3, 2025, at 11:00 A.M., or as soon thereafter as the matter can be heard, Plaintiffs James Sampson, Janet Bauer, Lisa Harding, Barbara Miller, Shirley Reinhard, Celeste Sandoval, Xavier Sandoval, Danielle Lovelady Ryan, and Elizabeth Wheatley ("Plaintiffs"), individually and on behalf of all others similarly situated, will move this Court before Hon. Edward S. Kiel, U.S.D.J., pursuant to Federal Rule of Civil Procedure 23, for a Final Order and Judgment granting final approval of the parties' proposed class action settlement ("Settlement") as set forth in the Settlement Agreement (ECF No. 140-3). Plaintiffs request that the Court grant their Motion for an Order and Judgment Granting Final Approval of Class Action Settlement and for certification of the proposed Settlement Class, and: (1) enter a Final Order and Judgment granting final approval of the proposed Settlement; (2) grant final appointment of Plaintiffs as Settlement Class Representatives and Berger Montague PC, Capstone Law APC, and Barrack, Rodos & Bacine, as Settlement Class Counsel; (3) grant final appointment of JND Legal Administration ("JND") as Claims Administrator; (4) direct the implementation of the Settlement in accordance with the terms and conditions of the Settlement Agreement; and (5) dismiss the Action with prejudice upon the Effective Date.

This motion is made pursuant to Federal Rule of Civil Procedure 23(e) and this Court's Order Granting Preliminary Approval of Class Action Settlement (ECF No. 142).

In support of this motion, Plaintiffs rely upon the accompanying brief and the authorities cited therein; the Declaration of Russell D. Paul, submitted herewith; the Supplemental Declaration of Lara Jarjoura, submitted herewith; the Settlement Agreement, submitted at ECF No. 140-3; Plaintiffs' Responses to Objections and Requests for Exclusion to be submitted on October 2, 2025; the proposed Order, to be submitted by the parties following the submission of any Responses to Objections and Requests for Exclusion; and all files, records, and proceedings in this matter.

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

Dated: September 17, 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 Motion Date: November 3, 2025

BRIEF IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR AN ORDER AND JUDGMENT GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT

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I. INTRODUCTION

Plaintiffs,[1] individually and on behalf of all others similarly situated, hereby move the Court for final approval of the class action settlement ("Settlement") set forth in the Class Settlement Agreement ("Settlement Agreement" or "S.A").[2]

The proposed Settlement, which this Court preliminarily approved (ECF No. 142), resolves this putative nationwide class action in which Plaintiffs, on behalf of themselves and all present and former owners and lessees of the Settlement Class Vehicles, claim that the Settlement Class Vehicles' Pre-Collision Braking, Rear Automatic Braking, and/or Lane Keep Assist features of the EyeSight systems are allegedly defective, for which 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. Plaintiffs have asserted claims under theories of, *inter alia*, breach of implied warranties under California, New Hampshire, Pennsylvania, and Texas law; fraud by concealment or omission under California, Florida, Illinois, North Carolina, New Hampshire, New York, and

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[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, Barbara 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. ("Defendant" or "SOA").

[2] Unless indicated otherwise, capitalized terms used herein have the same meaning as those defined by the Settlement Agreement, ECF No. 140-3.

Pennsylvania law; and violation of the state consumer-protections statutes under California, Florida, Illinois, North Carolina, New Hampshire, New York, and Pennsylvania law. Defendant denies these allegations and maintains that the subject vehicles' EyeSight systems are not defective and the vehicles were properly designed, manufactured, marketed, distributed and sold, and function properly. Defendant further maintains that no implied warranties were breached, and no consumer statutes or common law duties were violated.

If approved, the proposed Settlement will end litigation spanning four years and, in exchange for the release of claims described herein, will provide Settlement Class Members with immediate and valuable benefits, including a warranty extension and monetary reimbursement for paid out-of-pocket expenses for qualifying covered repairs. As set forth below, the Settlement is the product of a detailed investigation into the underlying claims and facts and extensive arm's-length negotiations between experienced counsel, including the use of an experienced mediator. The proposed Settlement has been diligently implemented since the Court's Order Granting Preliminary Approval of Class Action Settlement (ECF No. 142) ("Preliminary Approval Order").

Pursuant to the approved Notice Plan set forth in the Preliminary Approval Order, JND Legal Administration ("JND"), the Claims Administrator, mailed the Court-approved notice of the proposed Settlement to Settlement Class Members on

July 29, 2025. The settlement website and toll-free telephone assistance line went live the same date. Class Counsel has worked closely with Defendant and JND to ensure timely and proper implementation of the Notice Plan, and to respond to inquiries from Settlement Class Members.

Significantly, of the approximate 5,049,923 Settlement Class Members, there have been only five purported objections to the Settlement (only 0.000009901% of the Settlement Class), which do not have merit and will be addressed by October 2, 2025 pursuant to the Preliminary Approval Order. JND has received only 449 purported opt-out requests (only 0.00889% of the Settlement Class), which are in the process of being evaluated for timeliness and validity and will also be addressed by October 2, 2025.[3] This demonstrates quite clearly that the Class overwhelmingly favors this proposed Settlement. As shown below, the proposed Settlement is fair, reasonable, and adequate, provides very substantial benefits to the Settlement Class, comports in all respects with Rule 23, and should be granted final approval accordingly.

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[3] The deadline for timely objections to, and requests for exclusion from, the Settlement was August 28, 2025. Plaintiffs will file a supplemental brief addressing these objections and opt-out requests by October 2, 2025, as will the Defendant, per the schedule set forth in the Preliminary Approval Order (ECF 142).

II. FACTUAL BACKGROUND AND SETTLEMENT HISTORY

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

This nationwide putative class action involves certain model year 2013-2024 Subaru vehicles equipped with an Eyesight system. The claims are described above, and each of the settling Plaintiffs asserts that he or she purchased a Settlement Class Vehicle[4] that experienced the Eyesight system defect. Certain Plaintiffs alleged that they brought their Settlement Class Vehicles into authorized dealerships and instead of repairing the vehicle, Defendant insisted that the vehicles worked correctly, and others contend that they continued to experience frequent system failures even after their vehicles were serviced. Defendant vigorously contests these claims, denies that there is any defect, and maintains that the Settlement Class Vehicles' EyeSight systems and features were properly designed, manufactured, marketed, distributed and sold.

Class Counsel thoroughly investigated the alleged defect prior to filing the

[4] 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.

lawsuit. *See* Declaration of Russell D. Paul ("Paul Decl.") ¶ 11. 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 alleged defect in the Settlement Class Vehicles, analyzed owners' and warranty manuals for the Settlement Class Vehicles, studied 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*.

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 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. *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.

Following the Parties' exchanges and analyses of substantial discovery, the Parties mutually agreed to explore the possibility of a settlement. Paul Decl. ¶ 6. 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. *Id.* at ¶ 7. 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. *Id.* at ¶ 8.

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 ¶ 10. As this Court held in granting preliminary approval of the settlement, "the proceedings that occurred before the Parties entered into the Settlement Agreement afforded counsel the opportunity to adequately assess the claims and defenses in the Action, the positions, strengths, weaknesses, risks, and benefits to each party, and as such, to negotiate a Settlement Agreement that is fair, reasonable, and adequate and reflects those considerations." ECF No. 142, ¶ 4.

All the terms of the Settlement Agreement are the result of extensive, adversarial, and arm's-length negotiations of highly disputed claims between experienced counsel for both sides. Paul Decl. at ¶ 8. The settlement, which is embodied in complete and final form in the Settlement Agreement, clearly provides very substantial benefits and more than fulfills the fair, reasonable, and adequate standards of Rule 23. In addition, and only after agreeing to the material terms of the class settlement, the Parties began to engage in negotiations with respect to Settlement Class Representative service awards and Class Counsel attorney fees and expenses. Those negotiations were also completely adversarial and at arm's length. *Id.* at ¶ 9.

On March 31, 2025, the Court granted Preliminary Approval of the Settlement, and certified 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, at 2.[5]

[5] 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*

As this Court held in granting preliminary approval, the settlement is "fair, reasonable and adequate" and is the result of "intensive arm's-length negotiations of disputed claims, including through the assistance of an experienced third-party neutral mediator, and that the proposed Settlement is not the result of any collusion." *Id.* ¶¶ 4-5. Nothing has changed since the issuance of the Preliminary Approval Order that would warrant any different finding with respect to final approval.

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 issues in this case. The Settlement provides for a warranty extension and a reimbursement of certain previous past-paid out-of-pocket repair expenses, as follows.

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

Pursuant to the Settlement, Defendant extended the New Vehicle Limited Warranties ("NVLWs") for the Settlement Class Vehicles to cover 75% of the cost of a Covered Repair,[6] by an authorized Subaru retailer for up to 48 months or 48,000

S.A. § I.V.; Preliminary Approval Order, ECF 142, at 3-4.

[6] 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.

miles, whichever occurs first, from the Settlement Class Vehicle's In-Service date. S.A. § II.A. The Warranty Extension demonstrates a solid 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. *Id.*

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

In addition to the substantial Warranty Extension, the Settlement provides that Settlement Class Members who mail to the Settlement Claim Administrator or submit online through the Settlement Website a Claim for Reimbursement (*i.e.*, a fully completed, dated and signed Claim Form together with all Proof of Repair Expense and any other required proof), post-marked on or before September 27, 2025, shall be eligible for 75% reimbursement of the paid invoice amount (parts and labor) of a Covered Repair that was made prior to the Notice Date 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.

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 any claims for death, personal injury and property damage (other than damage to the Settlement Class Vehicle itself).

C. Proposed Attorneys' Fees, 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, at arm's length and with the assistance of an experienced mediator, 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* Paul Decl. ¶ 9. Subject to Court approval, Defendant has agreed to not oppose Class Counsels' application for attorneys' fees and expenses of a combined collective sum up to $2,500,000. S.A. § V.III.C.1. Also subject to Court approval, the Settlement Agreement provides for service awards to the named Class Representatives for their efforts to secure relief on behalf of the Settlement Class, in the amount of $5,000, each (with Plaintiffs Celeste and Xavier Sandoval to receive only one award of $5,000 collectively because they, together, own the same Settlement Class Vehicle), to be paid separately from the benefits to the Settlement Class. S.A. § VIII.C.1. Defendant pays that to Class Counsel to distribute – the Claim Administrator does not pay out the service awards. S.A. §§ VIII.C.2.

D. Notice to Settlement Class Members and Response

Pursuant to the Notice Plan as described in the Settlement Agreement, § IV, and approved by this Court, notice has been disseminated to Settlement Class Members *See* ECF No. 142, ¶¶ 11-14; Supplemental Declaration of Lara Jarjoura ("Jarjoura Decl."), ¶¶ 5-14. Pursuant to said Notice Plan, JND, preliminarily appointed by the Court as the Claim Administrator (ECF No. 142, ¶ 8), mailed the Class Notice to approximately 5,049,923 Settlement Class Members on July 29, 2025 via first class mail. Jarjoura Decl., ¶ 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 ¶ 5. 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. On July 29, 2025, JND mailed the post-card Class Notice to 5,049,923 Settlement Class Members via first class mail, customizing each post card to include the Class Member's name, address, and VIN, along with a unique identification number, a personalized PIN, the Settlement Website URL, and a QR code linking to the Settlement Website and encouraging the class member to submit their reimbursement claim and to visit the website for more information. *Id.* at ¶ 10. As of September 12, 2025, JND received 269,074 post-card Class Notices returned as undeliverable, of which 91,013 were re-mailed to forwarding addresses provided by USPS, and of which 124,030 post-card Class Notices were re-mailed to updated addresses obtained through advanced address research. *Id.* ¶ 13.

In addition to the mailed Class Notice, on July 29, 2025, the Claim Administrator also established a dedicated Settlement website, www.EyeSightSettlement.com. S.A. § IV.B.6; Jarjoura Decl. at ¶¶ 16-17. As of September 12, 2025, the Settlement website has tracked 351,320 unique users with 998,400 page views. *See id.* at ¶ 17.

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. No Attorney General has objected to or raised any concern about this Settlement. *Id*.

Pursuant to the Preliminary Approval Order, Settlement Class Members had 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. There were only five purported objections to the Settlement and JND received only 449 purported requests for exclusion. *See* Jarjoura Decl. at ¶¶ 26-27; Paul Decl. ¶ 22. Plaintiffs will file a supplemental brief addressing the purported objections, which do not have merit, and analyzing the timeliness and validity of the purported opt-out requests, by October 2, 2025, per the terms of the Preliminary Approval Order.

IV. ARGUMENT

A. The Settlement Meets the Requirements of Rule 23

In order for a lawsuit to be maintained as a class action under Rule 23 of the Federal Rules of Civil Procedure, a named plaintiff must establish each of the four threshold requirements of subsection (a) of the rule, which provides:

> One or more members of a class may sue or be sued as representative parties on behalf of all only if (1) the class is so numerous that joinder of all members in impracticable; (2) there are questions of law or fact common to the class; (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class; and (4) the representative will fairly and adequately protect the interest of the class.

Fed. R. Civ. P. 23(a). *See also In re Prudential Ins. Co. Am. Sales Prac. Litig. Agent Actions*, 148 F.3d 283, 308–09 (3d Cir. 1998) ("*Prudential II*"). These four elements are referred to in the shorthand as (1) numerosity, (2) commonality, (3) typicality, and (4) adequacy of representation. *See In re Constar Int'l Inc. Sec. Litig.*, 585 F.3d 774, 780 (3d Cir. 2009). As recognized by this Court previously in the Preliminary Approval Order, the proposed settlement meets each element of Rule 23 for settlement purposes. *See* ECF No. 142 at ¶ 9. Nothing has changed since that time to warrant a different finding. Accordingly, the Settlement merits final settlement class certification.

1. Numerosity Under Rule 23(a)(1)

The proposed Settlement Class is sufficiently numerous. Rule 23(a)(1) requires that the class be "so numerous that joinder of all members is impracticable." Fed. R. Civ. P. 23. In the Third Circuit, where the number of potential class members exceeds forty, the numerosity requirement is generally met. *See Stewart v. Abraham*, 275 F.3d 220, 227 (3d Cir. 2001). Here, there are 5,049,923 Settlement Class Members that received notice, more than the minimum requirements for numerosity.

2. Commonality Under Rule 23(a)(2)

The Settlement Class satisfies the commonality requirement for settlement purposes. *See generally Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 349-351 (2011) (discussing commonality). Rule 23(a)(2) requires that there be "questions of law or fact common to the class," and that the class members "have suffered the same injury." *Id.* at 349-350; *see also Baby Neal for & by Kanter v. Casey*, 43 F.3d 48, 56 (3d Cir. 1994) (holding that the test for commonality is "easily met"). The commonality inquiry focuses on the defendant's conduct. *Sullivan v. DB Invs., Inc.*, 667 F.3d 273, 297 (3d Cir. 2011) ("commonality is informed by the defendant's conduct as to all class members and any resulting injuries common to all class members").

"Commonality exists when proposed class members challenge the same conduct of the defendants." *Schwartz v. Dana Corp./Par. Div.*, 196 F.R.D. 275, 279 (E.D. Pa. 2000). Indeed, a single common question is sufficient to satisfy the requirements of Rule 23(a)(2). *See Baby Neal for and by Kanter*, 43 F.3d at 56; *see also* 1 A. Conte & H. Newberg, *Newberg on Class Actions (Fourth)*, § 3.10 at 272-74 (2002).

Here, as this Court preliminarily found (ECF 142 ¶ 9), commonality exists for settlement purposes because Plaintiffs are alleging a uniform and common course of conduct on the part of Defendant with respect to the marketing and sale of the

Settlement Class Vehicles. As with *In re Centocor, Inc.*, 1999 WL 54530, at *2 (E.D. Pa. Jan. 27, 1999), the allegations arise from the same common nucleus of operative facts, and all members of the proposed Settlement Class can cite the same common evidence to prove their identical claims. As a result, a "classwide proceeding [will] generate common answers apt to drive the resolution of the litigation," *Wal-Mart Stores, Inc.*, 564 U.S. 338, such as whether the Settlement Class Vehicles contain a defect relating to the EyeSight system and whether Defendant had the requisite notice of and a duty to disclose the alleged defect. These questions, which are common to automobile class settlements such as this,[7] are common to the Settlement Class, capable of class-wide resolution, and "will resolve an issue that is central to the validity of each one of the claims in one stroke." *In re Nat'l Football League Players Concussion Inj. Litig.*, 821 F.3d 410, 427 (3d Cir. 2016) (citing *Wal-Mart Stores, Inc.*, 564 U.S. at 350.

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[7] *See e.g.*, *Udeen v. Subaru of Am. Inc.*, 2019 WL 4894568, at *5 (D.N.J. Oct. 4, 2019) (commonality satisfied where there were numerous common questions regarding whether the class vehicles were defective); *Henderson v. Volvo Cars of N. Am., LLC*, 2013 WL 1192479, at *4 (D.N.J. Mar. 22, 2013) (commonality satisfied where there were several common questions, "including whether the transmissions in the Class Vehicles suffered from a design defect, whether Volvo had a duty to disclose the alleged defect, whether the warranty limitations on Class Vehicles are unconscionable or otherwise unenforceable, and whether Plaintiffs have actionable claims"); *Alin v. Honda Motor Co.*, 2012 WL 8751045, at*5 (D.N.J. April 13, 2012) (finding commonality and predominance satisfied where "class vehicles allegedly suffer from defects that cause their air conditioning systems to break down, although there are differences as to how the breakdowns occur").

3. Typicality Under Rule 23(a)(3)

Rule 23(a)(3) requires that a representative plaintiff's claims be "typical" of those of other class members. Fed. R. Civ. P. 23. Whereas commonality evaluates the sufficiency of the class, typicality judges the sufficiency of the named plaintiffs as representatives of the class. *Baby Neal for and by Kanter*, 43 F.3d at 57. A plaintiff's claim is typical of class claims if it challenges the same conduct that would be challenged by the class. *See In re Centocor, Inc.*, 1999 WL 54530, at *2 (noting that typicality requirement of Rule 23(a)(3) is satisfied where "litigation of the named plaintiffs' claims can reasonably be expected to advance the interests of absent class members"). "This investigation properly focuses on the similarity of the legal theory and legal claims; the similarity of the individual circumstances on which those theories and claims are based; and the extent to which the proposed representative may face significant unique or atypical defenses to her claims." *In re Schering Plough Corp. ERISA Litig.*, 589 F.3d 585, 597-98 (3d Cir. 2009). In other words, typicality is demonstrated where a plaintiff can "show that two issues of law or fact he or she shares in common with the class occupy the same degree of centrality to his or her claims as those of the unnamed class members." *Weiss v. York Hosp.*, 745 F.2d 786 (3d Cir. 1984).

Here, for settlement purposes the claims of Plaintiffs and all Settlement Class Members are typical because they arise under substantially similar warranty and consumer protection laws and stem from a common alleged defect and course of conduct by Defendant. *See, e.g.*, *Skeen v. BMW of N. Am., LLC*, 2016 WL 70817, at *6 (D.N.J. Jan. 6, 2016) (typicality satisfied where class suit alleged defendants "knowingly placed Class Vehicles containing the alleged defect into the stream of commerce and refused to honor its warranty obligations"); *Alin*, 2012 WL 8751045, at *6 (typicality established where the named plaintiffs each owned or leased one of the vehicles at issue and sought damages as a result of the alleged defect).

4. Adequacy of Representation Under Rule 23(a)(4)

Representative parties must "fairly and adequately protect the interests of the class." Fed. R. Civ. P. 23(a)(4). To evaluate adequacy, the Court considers whether the named plaintiffs have "the ability and the incentive to represent the claims of the class vigorously, that [they have] obtained adequate counsel, and there is no conflict between the [named plaintiffs'] claims and those asserted on behalf of the class." *Hassine v. Jeffes*, 846 F.2d 169, 179 (3d Cir. 1988); *see also Dewey v. Volkswagen Aktiengesellschaft*, 681 F.3d 170, 182 (3d Cir. 2012).

The core analysis for a plaintiff's conduct is whether the plaintiff has diligently pursued the action and whether the plaintiff has interests antagonistic to those of the Settlement Class. The capabilities and performance of Class Counsel under Rule 23(a)(4) are evaluated based upon factors set forth in Rule 23(g). *See New Directions Treatment Servs. v. City of Reading*, 490 F.3d 293, 313 (3d Cir.

2007); *Sheinberg v. Sorensen*, 606 F.3d 130, 132 (3d Cir. 2010). Here, adequacy is readily met as previously recognized by the Court. See ECF No. 142, at ¶ 7.

First, the proposed Class Representatives have retained counsel with significant experience in federal class actions, in particular, consumer and automotive class actions. The Settlement Agreement designates Berger Montague PC, Capstone Law APC ("Capstone"), and Barrack, Rodos & Bacine ("BRB"), all experienced and respected class action firms, as co-Class Counsel. *See* Paul Decl. at ¶ 23 and ECF No. 140-11; Declaration of Russell Paul in Support of Preliminary Approval of Class Action Settlement, ¶¶ 3-6 and Ex. B (ECF Nos. 140-2, 140-9); Declaration of Samuel M. Ward in Support of Preliminary Approval of Class Action Settlement, ¶¶ 3-7 and Ex. A (ECF Nos. 140-12, 140-13). 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. Paul Decl. ¶ 23; *see* Class Counsel's Declarations in Support of Plaintiffs' Unopposed Motion for Approval of Attorneys' Fees, Expenses, and Class Representative Service Awards at ECF No. 146-3 ¶¶ 4-7, ECF No. 146-4, ¶¶ 6-8 146-5, ¶ 5.

Second, Plaintiffs have no interest adverse or "antagonistic" to the absent Class Members. Each of the Plaintiffs is an owner of a Settlement Class Vehicle who claims to have experienced the alleged defect/condition at issue. Plaintiffs have no interests antagonistic to the other Settlement Class Members and will continue to vigorously represent the Settlement Class's interests. The interests of Plaintiffs and other Class Members are aligned in seeking to assert the Class's recovery relating to the alleged defect. *See In re Philips/Magnavox Television Litig.*, 2012 WL 1677244, at *6 (D.N.J. May 14, 2012) (plaintiffs adequately represent the interests of class where they purchased the same allegedly defective televisions as the rest of the class and were allegedly injured in the same manner).

5. The Requirements of Rule 23(b)(3) Are Met

Plaintiffs seek to certify the Class under Rule 23(b)(3), which has two components: predominance and superiority. Rule 23(b)(3)'s predominance inquiry "'tests whether [a] proposed class[ ] [is] sufficiently cohesive to warrant adjudication by representation.'" *Marchese v. Cablevision Sys. Corp.*, 2016 WL 7228739, at *2 (D.N.J. Mar. 9, 2016) (citation omitted). There is "a 'key' distinction between certification for settlement purposes and certification for litigation: when taking a proposed settlement into consideration, individual issues which are normally present in litigation usually become irrelevant, allowing the common issues to predominate." *Id.*; *see Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 618 (1997).

For settlement purposes, the common questions of law and fact discussed above predominate over questions that may affect individual Settlement Class Members. *See, e.g.*, *Henderson*, 2013 WL 1192479, at *6 (predominance met where "t]he Class Members share common questions of law and fact, such as whether Volvo knowingly manufactured and sold defective automobiles without informing consumers…[and] liability in this case depends on Volvo's alleged conduct in manufacturing and selling the Class Vehicles").

Rule 23(b)(3) also requires a showing that a class action is "superior to other available methods for fairly and efficiently adjudicating the controversy." Fed. R. Civ. P. 23(b)(3). The superiority requirement is met when—as here—adjudicating claims in one action is "far more desirable than numerous separate actions litigating the same issues." *In re Ins. Brokerage Antitrust Litig.*, 579 F.3d 241, 259 (3d Cir. 2009); *see Marchese*, 2016 WL 7228739, at *2 (finding that certification of a class for settlement purposes is more efficient than separate litigation of numerous individual claims).

The proposed Settlement delivers prompt and substantial benefits while avoiding the substantial judicial burdens and the risk of inconsistent rulings that would arise from repeated adjudication of the same issues in individual actions. *See Henderson*, 2013 WL 1192479, at *6 ("To litigate the individual claims of even a tiny fraction of the potential Class Members would place a heavy burden on the judicial system and require unnecessary duplication of effort by all parties. It would not be economically feasible for the Class Members to seek individual redress.").

B. The Settlement Is Fair, Reasonable, and Adequate

To give final approval, the court must determine that a settlement is "fair, reasonable, and adequate," using the criteria set out in Fed. R. Civ. P. 23(e)(2): that the class representatives and class counsel have adequately represented the class; the proposal was negotiated at arm's length; the relief provided for is adequate, taking into account costs, risks, and delay of trial and appeal; there is an effective method of distribution of relief to the class; the terms of the proposed attorney's fees; and the settlement treats class members equitably. These factors do not displace the Third Circuit's common law factors, discussed below, but are intended to "focus the parties [on] the 'core concerns' that motivate the fairness determination." *Huffman v. Prudential Ins. Co. of Am.*, 2019 WL 1499475, at *3 (E.D. Pa. Apr. 5, 2019) (citing Fed. R. Civ. 23(e)(2), Advisory Committee Notes to 2018 Amendments). This determination is guided by a "strong judicial policy in favor of class action settlement." *Ehrheart v. Verizon Wireless*, 609 F.3d 590, 595 (3d Cir. 2010). By entering into a voluntary settlement, the parties can benefit substantially by avoiding "costs and risks of a lengthy and complex trial." *In re Gen. Motors Corp. Pick-Up Truck Fuel Tank Prods. Liab. Litig.*, 55 F.3d 768, 784 (3d Cir. 1995). This concern over the cost and complexity of proceeding is particularly true with class action trials. *Id*.

Moreover, there is a presumption of fairness where, as in this case: "(1) the negotiations occurred at arm's length; (2) there was sufficient discovery; (3) the proponents of the settlement are experienced in similar litigation; and (4) only a small fraction of the class objected." *In re National Football League Players Concussion Injury Litig.*, 821 F.3d at 436 (citing and quoting in part *In re Cendant Corp. Litig.*, 264 F.3d 201, 232 n.18 (3d Cir. 2001)).

This Settlement is the product of vigorous arm's length negotiations of highly disputed claims that lasted several months, including mediation conducted by an experienced neutral mediator, between the Parties. *See* Paul Decl. at ¶¶ 6-9. Moreover, before reaching the Settlement, 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 alleged defect in the Class Vehicles, analyzed owners' and warranty manuals for the Class Vehicles, researched publicly available documents and reviewed other materials, to determine the extent to which the alleged EyeSight system defect affected the putative Class, as well as Defendant's alleged knowledge. *Id*. at ¶¶ 10-12. In addition, Class Counsel continued to respond to inquiries from many putative Class Members and investigate their complaints. *Id.* at ¶ 10. The parties also exchanged and analyzed substantial written discovery. *Id.* at ¶ 12. As this Court held in preliminarily approving the settlement, this discovery, as well as a thorough investigation begun prior to filing the Complaint and continuing through the course of the litigation, enabled Plaintiffs to "adequately assess the claims and defenses in the Action, the positions, strengths, weaknesses, risks, and benefits to each party." ECF No. 142 ¶ 4; *Udeen*, at *8.

Class Counsel are experienced class action litigators and represented their clients vigorously through the litigation, including the months of settlement negotiations.

Further, the Settlement has received overwhelming support from Settlement Class Members. There are approximately 3,364,708 Settlement Class Vehicles, and notices were mailed to approximately 5,049,923 Settlement Class Members. *See* Jarjoura Decl. at ¶¶ 6, 10. To date, there are only five purported objections, and JND received only 449 purported requests for exclusion from the Settlement. Jarjoura Decl. at ¶¶ 27-29; Paul Decl. ¶ 22. Taken together, these factors show resoundingly that the Settlement is fair, reasonable, and adequate.

In the Third Circuit, there are nine factors that the district court should consider in evaluating the fairness and adequacy of settlement: (1) the complexity, expense and likely duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings and the amount of discovery completed; (4) the risks of establishing liability; (5) the risks of establishing damages; (6) the risks of maintaining the class action through the trial; (7) the ability of the defendant to withstand a greater judgment; (8) the range of reasonableness of the settlement fund in light of the best possible recovery; and (9) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation. *See Girsh v. Jepson*, 521 F.2d 153, 157 (3d Cir. 1975). *See also In re National Football League Players Concussion Injury Litig.*, 821 F.3d at 437 (affirming continued use of *Girsh* factors).[8]

"The decision of whether to approve a proposed settlement of a class action is left to the sound discretion of the district court." *Girsh*, 521 F.2d at 156. In exercising this discretion, courts are mindful that "[t]he law favors settlement, particularly in class actions and other complex cases where substantial judicial resources can be conserved by avoiding formal litigation." *In re Gen. Motors Corp. Pick-Up Truck Fuel Tank Prod. Liab. Litig.*, 55 F.3d 768, 784 (3d Cir. 1995); *see also In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 535 (3d Cir. 2004) ("[T]here is an overriding public interest in settling class action litigation, and it should therefore be encouraged"); *In re Sch. Asbestos Litig.*, 921 F.2d 1330, 1333

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[8] The Third Circuit has also identified additional factors for courts to consider, though they overlap significantly with the *Girsh* factors: (1) the maturity of the underlying substantive issues; (2) the existence and probable outcome of claims by other classes and subclasses; (3) the comparison between the results achieve by the settlement for individual class or subclass members and the results achieved or likely to be achieved for other claimants; (4) whether class or subclass members are accorded the right to opt-out of the settlement; (5) whether any provisions for attorneys' fees are reasonable; and (6) whether the procedure for processing individual claims under the settlement is fair and reasonable. *In re Pet Food Prods. Liab. Litig.*, 629 F.3d 333, 350 (3d Cir. 2010) (citing *In re Prudential Ins. Co. America Sales Practice Litigation Agent Actions*, 148 F.3d 283).

(3d Cir. 1990) (the court "encourage[s] settlement of complex litigation 'that otherwise could linger for years'").

This Court previously granted preliminary approval of the Settlement, signifying that the Settlement was ostensibly reasonable. *See* Preliminary Approval Order, ECF No. 142. Now that notice of the proposed Settlement has been provided to the Class Members, the Court may fully consider final approval. As discussed more fully below, the proposed class action settlement meets the Third Circuit's standard for a fair, reasonable, and adequate settlement.

1. The Complexity, Expense, and Likely Duration of Litigation

The first *Girsh* factor assesses "'the probable costs, in both time and money, of continued litigation.'" *In re Cendant Corp. Litig.*, 264 F.3d at 233 (quoting *In re Gen. Motors Corp. Pick-Up Truck Fuel Tank Prod. Liab. Litig.*, 55 F.3d at 812). In cases involving alleged automotive defects, courts have observed that, "where motor vehicles have a relatively short lifespan, there is a premium upon promptly finding a remedy for alleged defects to restore full enjoyment of the vehicle." *Yaeger v. Subaru of Am., Inc.*, 2016 WL 4541861, at *9 (D.N.J. Aug. 31, 2016). The case has been vigorously litigated since April 27, 2021, and, absent a Settlement, Defendant would likely strongly oppose the facts and allegations contained in Plaintiffs' pleadings, class certification, and move for summary judgment on the merits. The Parties would also need to engage in further lengthy fact and expert discovery.

Continued litigation would be complex, time-consuming, and expensive, with no certainty of a favorable outcome. The Settlement Agreement secures benefits for the Settlement Class with none of the delay, risk, and uncertainty of continued litigation. Thus, this first *Girsh* factor, standing alone, strongly favors approval of the Settlement.

2. The Reaction of the Class to the Settlement

The second *Girsh* factor "attempts to gauge whether members of the class support the settlement," *In re Prudential Ins. Co. America Sales Practice Litigation Agent Actions*, 148 F.3d at 318, and the Class's support "creates a strong presumption . . . in favor of the Settlement." *In re Cendant Corp. Litigation*, 264 F.3d at 235. In the Third Circuit, the number of objections is considered an indication of the reaction of the class. *Id.* at 234-235. Courts find that a "small number of objections by Class Members to the Settlement weighs in favor of approval." *In re Ins. Brokerage Antitrust Litig.*, 282 F.R.D. 92, 103 (D.N.J. 2012) (citations omitted). Only five purported objections to the Settlement have been received. A low number of objections is considered persuasive evidence that the proposed settlement is fair and adequate. *In re Cendant Corp. Litigation*, 264 F.3d at 234–35. In addition, only a tiny fraction of the Settlement Class has sought exclusion from the settlement. Where the number of opt outs and objections is low, Courts find that the second factor is satisfied. *See Oliver v. BMW of N. Am., LLC*, 2021 WL 870662, at *5

(D.N.J. Mar. 8, 2021) (finding "the class reaction to the settlement appears to be extremely positive and favorable overall" where more than 99% of class did not object or opt out); *see also Weiss v. Mercedes-Benz of N. Am., Inc.*, 899 F. Supp. 1297, 1301 (D.N.J.), *aff'd*, 66 F.3d 314 (3d Cir. 1995) (100 objections out of 30,000 class members weighed in favor of settlement); *Yaeger*, 2016 WL 4541861 at *9 (observing "the overall reaction of the class has been strongly positive" in case with 34 objectors and 2,328 opt-outs in case with 577,860 class vehicles). As such, this response supports approval of the Settlement.

3. The Stage of the Proceedings and Amount of Discovery

"The third Girsh factor captures the degree of case development that class counsel [had] accomplished prior to settlement." *In re National Football League Players Concussion Injury Litig.*, 821 F.3d at 438 (citations omitted); *see also Hegab v. Fam. Dollar Stores, Inc.*, 2015 WL 1021130, at *13 (D.N.J. Mar. 9, 2015) ("As explained in the discussion of the *Girsh* factors, this case has been litigated for over three years and involves uncertain legal issues. The parties reached the settlement after access to extensive discovery and arm's length settlement negotiations. Thus, this factor weighs in favor of approval."); *In re Ins. Brokerage Antitrust Litig.*, 297 F.R.D. 136, 146 (D.N.J. 2013) ("Based upon the amount of time Class Counsel expended in the discovery process, in responding to motions to dismiss, and in negotiations, the Court concludes that Class Counsel had a thorough appreciation of the merits of the case prior to settlement. Accordingly, the Court determines that this factor weighs strongly in favor of settlement.")

Courts consider "'whether counsel had an adequate appreciation of the merits of the case before negotiating.'" *In re National Football League Players Concussion Injury Litig.*, 821 F.3d at 438-439 (citations omitted). Here, as the Court already held in preliminarily approving the settlement, the Settlement Agreement was reached as a result of extensive, arms'-length negotiations between experienced class action counsel with sufficient knowledge to properly evaluate the strengths and weaknesses of their respective claims, defenses and positions, the risks to both sides of continued litigation, and to negotiate a very substantial and advantageous settlement to the class that takes this into account. Class counsel's investigation and discovery are more than sufficient, "especially in view of the fact that greater knowledge, gained at the expense of delay in the resolution of these claims, would likely not have led to any substantial change of the legal and factual landscape." *Yaeger*, 2016 WL 4541861, at *9. This *Girsh* factor supports approval.

4. The Risks of Establishing Liability

This "inquiry requires a balancing of the likelihood of success if the case were taken to trial against the benefits of immediate settlement." *Wallace v. Powell*, 288 F.R.D. 347, 369 (M.D. Pa. 2012) (quotation omitted). In weighing the likelihood of success at trial against the benefits of the settlement at this stage of the case, any obstacle to plaintiff's success identified weighs in favor of settlement. *See In re Warfarin Sodium Antitrust Litigation*, 391 F.3d at 537; *In re Prudential Ins. Co. America Sales Practice Litigation Agent Actions*, 148 F.3d at 319. Here, Defendant has continually denied any liability, and has maintained that the subject vehicles are not defective and that it did not engage in fraud, misrepresentation, concealment, breach of warranty, or violation of any consumer fraud statute. In addition, Defendant maintained that the claims are subject to dismissal pursuant to applicable statutes of limitations under various states laws, and other various defenses.

In negotiating and reaching the Settlement Agreement, Plaintiffs' Counsel were aware of the difficulties and risks associated with proving liability. While Plaintiffs' Counsel believe their case is strong on the merits, further litigation was not without risks. For example, without proof that Defendant knew of the alleged design defect before selling the vehicles, a plaintiff cannot recover under the New Jersey Consumer Fraud Act and other similar state consumer fraud statutes. *See, e.g.*, *Nelson v. Nissan N. Am., Inc.*, 2014 WL 7177276, at *3 (D.N.J. Dec. 16, 2014).

The Settlement avoids the risk that Defendant may not be liable after trial, and that a class may not be certified in the context of litigation. As such, this factor weighs in favor of approval of the settlement.

5. The Risks of Establishing Damages

For this factor, the Court is to weigh the potential damages that could be awarded following trial against the benefits of the settlement available now. *See In re Cendant Corp. Litigation*, 264 F.3d at 238–39. Here, the settlement provides for a strong warranty extension, constituting a robust 33% extension of the original NVLW period from 3 years/36,000 miles to 4 years/48,000, covering 75% of the cost of repair, and it also includes a 75% reimbursement of qualifying out-of-pockets costs for Covered Repairs, a result that could only be matched if Plaintiffs won on liability and then garnered a near-complete victory for Plaintiffs and the Class in proving damages after the delay and expense of a full trial.

Moreover, even if liability were established, Plaintiffs still would have likely met substantial challenges in proving damages on a class-wide basis. The presentation of damage testimony is a complex matter. *See Muise v. GPU, Inc.*, 371 N.J. Super. 13, 47-52 (App. Div. 2004) (discussing evidence required for proof of class-wide damages). And establishing damages on a class-wide basis would have required winning a difficult battle of experts. Indeed, Defendant would have aggressively contested damages through discovery, on summary judgment, and at trial. Accordingly, this *Girsh* factor supports approval of the Settlement Agreement.

6. The Risks of Maintaining the Class Action Through Trial

This factor measures the likelihood of obtaining and keeping a certified class if the action were to continue. The Third Circuit has found that the sixth *Girsh* factor has become "essentially 'toothless,'" and "deserve[s] only minimal consideration."

In re National Football League Players Concussion Injury Litig., 821 F.3d at 440. As this action has been vigorously litigated by both sides from the outset, Class Counsel expects that Defendant would vigorously oppose any motion for class certification. "Further, even if class certification were granted in this matter, class certification can always be reviewed or modified before trial, so 'the spector of decertification makes settlement an appealing alternative.'" *Whiteley v. Zynerba Pharms., Inc.*, 2021 WL 4206696, at *5 (E.D. Pa. Sept. 16, 2021) (quoting *Skeen v. BMW of N. Am., LLC*, 2016 WL 4033969 at *15 (D.N.J. July 26, 2016)). As such, this factor weighs in favor of approval.

In addition, if this case were to proceed through litigation, Plaintiffs would face significant difficulties in obtaining class certification and/or maintaining it through conclusion including on appeal. Those difficulties include, but are not limited to, potential defenses as to commonality, typicality, adequacy of representation, superiority, and the fact that any alleged "common" questions do not predominate over individual issues relating to Plaintiffs and putative class members, such as whether there were malfunctions attributed to the alleged EyeSight defect in each putative class member's vehicle as opposed to the myriad of other individualized factors and vehicle use and maintenance issues that affect the vehicle's braking and/or steering, the specific cause of any alleged EyeSight malfunction or inoperability, individual differences in use and maintenance of the subject vehicles, individual purchase and lease transactions of each putative class member and his/her decision-making with respect thereto, what, if anything, each individual may have seen, heard or relied upon prior to leasing or purchasing the subject vehicle, whether it was purchased used and how it was driven or maintained by prior owners, when and if any individual presented a subject vehicle to an authorized dealer for diagnosis or repair, and other matters relevant to liability and damages. Finally, differences in the laws and burdens/proof requirements among the various applicable state laws could preclude certification of any "nationwide" class if this action were to be litigated rather than settled.

In contrast, these individualized issues do not preclude class certification for settlement purposes, since the Court will not be faced with the significant manageability problems of a trial. *See Amchem Prods., Inc.*, 521 U.S. 591 at 620.

7. The Ability of Defendant to Withstand a Greater Judgment

Although Defendant is able to withstand a greater judgment than the settlement amount and cost of the prospective relief, this factor is considered neutral where the defendant's ability to pay greatly exceeds the potential liability. *See In re CertainTeed Corp. Roofing Shingle Prods. Liab. Litig.*, 269 F.R.D. 468, 489 (E.D. Pa. 2010). As such, this factor is neutral, weighing neither for nor against the settlement.

8. The Range of Reasonableness of Settlement in Light of the Best Possible Recovery and All Attendant Risks of Litigation

The last two *Girsh* factors are "often considered together, [and] evaluate whether the settlement represents a good value for a weak case or a poor value for a strong case." *Whiteley*, 2021 WL 4206696, at *5 (citation omitted). Courts are thus asked to assess "the present value of the damages plaintiffs would likely recover if successful, appropriately discounted for the risk of not prevailing…compared with the amount of the proposed settlement." *In re Prudential Ins. Co. America Sales Practice Litigation Agent Actions*, 148 F.3d at 322. Here, the value of the proposed settlement—75% reimbursement of pre-Notice Date out-of-pocket expenses incurred for qualifying repairs, and a Warranty Extension that extends by 33% the duration of the vehicles' original NVLWs—clearly falls well within the range of reasonableness, given the risks to Plaintiffs of achieving a worse outcome had the case went to trial. This is because, without the settlement, "plaintiffs would face the hurdles of obtaining class certification." *Yaeger*, 2016 WL 4541861, at *12. Since the Settlement bypasses these difficulties and delivers benefits that directly address the alleged piston defect, it falls within the range of reasonableness, outweighs the possibility of any superior relief. Further, considering the costs of continuing litigation through trial and a lengthy appellate process, the settlement is particularly advantageous to all parties. As such, these factors weigh in favor of approval.

Taken together, the *Girsh* factors clearly support final approval of the proposed Settlement. Given that the Class has overwhelmingly supported the Settlement and the proposed Class meets the requirements for class certification, the settlement should be finally approved.

C. The Notice Provision Satisfies Due Process and Rule 23

Under Federal Rule of Civil Procedure 23(e), class members who would be bound by a settlement are entitled to reasonable notice before the settlement may be approved. See Manual for Complex Litigation, Fourth, § 30.212. The Court must provide a class certified under Rule 23(b)(3) "the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort." Fed. R. Civ. P. 23(c)(2)(B). To satisfy this standard and due process requirements, such notice must be "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." *Mullane v. Cent. Hanover Bank & Tr. Co.*, 339 U.S. 306, 314 (1950).

As this Court held, "the Parties' Notice Plan satisfies Rule 23, due process, and constitutes the best notice practicable under the circumstances." ECF No. 142 ¶ 12. The Notice Plan has been implemented by the Settlement Claim Administrator and the Notice that the Court approved was provided to Settlement Class Members in accordance with the also-approved Notice Plan. The notice plan carried out by

JND furnished the Settlement Class Members the best notice practicable under the circumstances. *See Henderson*, 2013 WL 1192479, at *12-13.

JND, an experienced vendor, oversaw the process of compiling addresses of Settlement Class Members, and used that information to prepare a mailing list to which Notice was sent via first-class mail, satisfying the "gold standard for class notice." *Good v. Am. Water Works Co., Inc.*, 2016 WL 5746347, at *7 (S.D.W. Va. Sept. 30, 2016) (holding "direct mail notices as "the gold standard"); *Boyd v. May Trucking Co.*, 2019 WL 12763009, at *11 (C.D. Cal. July 1, 2019) (finding "direct mail notice is satisfactory."). Notice of the Settlement and other relevant documents, including Claim Forms, the Settlement Agreement, and the Preliminary Approval Order, are also available on the dedicated Settlement website.

V. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court grant their Motion for Final Approval of the Settlement and for certification of the proposed Settlement Class, and: (1) enter a Final Order and Judgment granting final approval of the proposed Settlement; (2) grant final appointment of Plaintiffs as Settlement Class Representatives and Berger Montague PC, Capstone Law APC, and Barrack, Rodos & Bacine, as Settlement Class Counsel; (3) grant final appointment of JND as Claims Administrator; (4) direct the implementation of the Settlement in accordance with the terms and conditions of the Settlement

Agreement; and (5) dismiss the Action with prejudice upon the Effective Date.

Dated: September 17, 2025

Respectfully submitted,

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

DECLARATION OF RUSSELL D. PAUL IN SUPPORT OF FINAL APPROVAL OF CLASS ACTION SETTLEMENT

I, Russell D. Paul, hereby declare as follows:

1. I am an attorney 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. I am a Shareholder of Berger Montague PC ("Berger"), which, along with Capstone Law APC and Barrack, Rodos & Bacine, were preliminarily appointed Class Counsel for the Settlement Class (ECF No. 142 at 4) and 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").

2. 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' Motion for an Order and Judgment Granting Final Approval of Class Action Settlement.

OVERVIEW OF THE LITIGATION, DISCOVERY, AND SETTLEMENT NEGOTIATIONS

3. 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.

4. Following a stipulation between the Parties, Plaintiffs filed their First Amended Complaint ("FAC") on May August 16, 2021. SOA requested a pre-motion conference on October 7, 2021. Plaintiffs filed their response on November 4, 2021. 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.

5. Subsequently, on November 29, 2021, Plaintiffs filed the Second Amended Complaint against only SOA. On February 4, 2022, SOA filed an Answer. Shortly thereafter, discovery began. Plaintiffs then filed a Third Amended Complaint on July 1, 2022, which SOA answered on July 14, 2022. 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.

6. Following the Parties' exchanges and analyses of substantial discovery, the Parties mutually agreed to explore the possibility of a settlement. 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.

7. The parties then engaged in arm's length settlement negotiations during the mediation session with Mr. Winters on August 14, 2024. The mediation was successful in resolving many of the material terms of a class settlement of this action.

8. 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.

9. All the terms of the Settlement Agreement are the result of extensive, adversarial, and arm's-length negotiations of highly disputed claims between experienced counsel for both sides. The settlement, which is embodied in complete

and final form in the Settlement Agreement, clearly provides very substantial benefits and more than fulfills the fair, reasonable, and adequate standards of Rule 23. In addition, and only after agreeing to the material terms of the class settlement, the Parties began to engage in negotiations with respect to Settlement Class Representative service awards and Class Counsel attorney fees and expenses. Those negotiations were also completely adversarial and at arm's length.

CLASS COUNSEL THOROUGHLY INVESTIGATED THE CLAIMS AND DEFENSES

10. 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.

11. Class Counsel 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 alleged 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.

12. The parties also exchanged and analyzed substantial written discovery.

13. Accordingly, Class Counsel identified information that was instrumental to the case and to Plaintiffs' efforts during mediation. Class Counsel thoroughly investigated and researched the claims in litigating this action, which allowed Class Counsel to better evaluate Defendant's claimed representations and omissions concerning the alleged EyeSight system defect.

SETTLEMENT BENEFITS AND RECOGNITION OF RISKS ASSOCIATED WITH LITIGATION

14. Class Counsel have been responsible for the prosecution of this Action and for the negotiation of the Settlement Agreement. Counsel have vigorously represented the interests of the Class Members throughout the course of the litigation and settlement negotiations. The number of Settlement Class Vehicles in the putative class here is approximately 3,364,708.

15. The Settlement is an excellent result, as it provides the Settlement Class with substantial benefits that squarely address the EyeSight system 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.

16. In regards to the Warranty Extension, effective on the Court-ordered date by which the Claim Administrator mailed the Class Notice of this Settlement to the Settlement Class ("Notice Date"), SOA will extend the New Vehicle Limited Warranties ("NVLWs") to cover 75% of the cost of a Covered Repair (parts and labor), by an authorized Subaru retailer, during a period of up to forty-eight months

(48) months or forty-eight thousand (48,000) miles (whichever occurs first) from the Settlement Class Vehicle's In-Service Date.

17. 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.

18. In regards to the reimbursement for out-of-pocket repairs, the Settlement provides that Settlement Class Members who mail to the Settlement Claim Administrator or submit online through the Settlement Website a Claim for Reimbursement (*i.e.*, a fully completed, dated and signed Claim Form together with all Proof of Repair Expense and any other required proof), post-marked on or before September 27, 2025, shall be eligible for 75% reimbursement of the paid invoice amount (parts and labor) of a Covered Repair that was made prior to the Notice Date and within 48 months or 48,000 miles, whichever occurred first, from the Settlement Class Vehicle's In-Service Date.

19. 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.

20. Plaintiffs remain convinced that their case has merit but recognize the substantial risk that comes along with continued litigation. Based on Counsel's

investigation and review of information and evidence exchanged, and in consideration of the risks of continued litigation and the relative strengths and weaknesses of Plaintiffs' claims and SOA's defenses, we have concluded that the Settlement represents an excellent result for Class Members.

SETTLEMENT NOTICE AND CLAIMS ADMINISTRATION

21. The Parties agreed to retain and this Court preliminarily appointed JND Legal Administration ("JND") as the Claim Administrator. *See* Preliminary Approval Order, ECF No. 141, ¶ 8. The Supplemental Declaration of Lara Jarjoura of JND Legal Administration filed in connection with the instant Motion for an Order and Judgment Granting Final Approval of Class Action Settlement sets forth updated information about the Claims Administration in this matter, including compliance with the CAFA Notice and Notice Plan requirements, and statistics regarding the response of the Class.

22. There were only five purported objections to the Settlement. JND has received only 449 purported requests for exclusion, representing only 0.00889% of the Settlement Class, which Class Counsel are evaluating for timeliness and validity and will also be addressed by October 2, 2025.

QUALIFICATIONS TO SERVE AS CLASS COUNSEL

23. Class Counsel have the experience, resources, and expertise to successfully prosecute complex employment and consumer actions, as set forth in Class Counsel's Declarations in Support of Plaintiffs' Unopposed Motion for Approval of Attorneys' Fees, Expenses, and Class Representative Service Awards at ECF No. 146-3, ¶¶ 4-7 (Paul Decl.), 146-4, ¶¶ 6-8 (Padgett Decl.), and 146-5, ¶ 5

(Ward Decl.). Class Counsel's firm resumes were submitted in support of Plaintiffs' Unopposed Motion for an Order Preliminarily Approving Class Action Settlement at ECF No. 140-9 (Berger Firm Resume), 140-11 (Capstone Firm Resume), 140-13 (BRB Firm Resume).

CONCLUSION

24. As a result of this litigation, all current owners and lessees of the Settlement Class Vehicles receive substantial benefits from the Settlement. Based on my experience, the Settlement is fair, reasonable, and adequate, and treats all Class Members equitably. I ask that the Court finally approve the Settlement achieved on behalf of the Class resulting from this litigation.

25. I have conferred with counsel for Defendant, and Defendant does not oppose this motion.

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

Dated: September 17, 2025

s/ *Russell D. Paul*
Russell D. Paul (NJ Bar. No. 037411989)

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 SUPPLEMENTAL 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. I submit this Declaration to supplement my previous Declaration regarding Settlement Notice Plan Progress ("Notice Declaration"), filed with the Court on August 22, 2025. ECF No. 146-6.

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 September 15, 2025, JND has not received any correspondence relating to this Settlement from any recipients of the CAFA Notice.

SETTLEMENT CLASS MEMBER DATA

6. As previously detailed in my Notice Declaration, 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 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")[1] database to obtain the most current mailing address information for potential Settlement Class Members.

DIRECT MAIL NOTICE

10. As previously detailed in my Notice Declaration, JND mailed the post-card Class Notice to 5,049,923 Settlement Class Members on July 29, 2025 via first class mail. 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.

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.

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 that they may be eligible for benefits in the Settlement.

13. As of September 12, 2025, JND has received 269,074 post-card Class Notices returned as undeliverable. Of the 269,074 undeliverable post-card Class Notices, 91,013 were

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

re-mailed to forwarding addresses provided by USPS, and 124,030 post-card Class Notices were re-mailed to updated addresses obtained through advanced address research.

14. As of September 12, 2025, JND has received 137 Bulk Filer Cover Letters returned as undeliverable. Of the 137 undeliverable Bulk Filer Cover Letters, one was re-mailed to a forwarding address provided by USPS, and four Bulk Filer Cover Letters were re-mailed to updated addresses obtained through advanced address research.

15. As of September 12, 2025, JND received 100 Potential Class Member Cover Letters returned as undeliverable. Of the 100 undeliverable Potential Class Member Cover Letters, 34 Potential Class Member Cover Letters were remailed to updated addresses obtained through advanced address research. No forwarding addresses were provided by USPS.

SETTLEMENT WEBSITE

16. As previously detailed in my Notice Declaration, JND established a dedicated Settlement Website (www.EyeSightSettlement.com).

17. As of September 12, 2025, the Settlement Website has tracked 351,320 unique users with 998,400 page views. JND will continue to update and maintain the Settlement Website throughout the Settlement administration process.

CLAIM ADMINISTRATOR EMAIL ADDRESS

18. As previously detailed in my Notice Declaration, JND established a dedicated email address (info@EyeSightSettlement.com) to receive and respond to potential Class Member inquiries.

19. As of September 12, 2025, the dedicated email address has received 3,415 emails.

CLAIM ADMINISTRATOR POST OFFICE BOX

20. As previously detailed in my Notice Declaration, JND established a dedicated post office box to receive Class Member correspondence, paper Claim Forms, exclusion requests, and other Settlement-related mailings.

21. As of September 12, 2025, the dedicated post office box has received 37,340 Settlement-related mailings.

TOLL-FREE TELEPHONE NUMBER

22. As previously detailed in my Notice Declaration, 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.

23. As of September 12, 2025, the toll-free number has received 27,871 calls.

CLAIM FOR REIMBURSEMENT

24. As previously detailed in my Notice Declaration, the 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.

25. As of September 12, 2025, JND has received 3,405 Claim Forms, of which 435 were submitted via mail and 2,970 were submitted electronically online.

REQUESTS FOR EXCLUSION

26. 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.

27. As of September 12, 2025, JND has received and processed 449 purported exclusion requests. JND has provided a weekly report and copies of all exclusion requests received to the Parties. 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. Attached as **Exhibit A** is a list of all individuals that submitted purported exclusion requests to JND.

OBJECTIONS

28. 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.

29. As of September 12, 2025, JND is aware of five purported objections that were 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 September 17, 2025 at Seattle, Washington.

Lara Jarjoura

LARA JARJOURA

EXHIBIT A

JND | LEGAL ADMINISTRATION

Subaru EyeSight Settlement

(USDC District of New Jersey, Case No. 1:21-cv-10284-ESK-SAK)

Exclusion Requests

#	Name	Last 4 digits of VIN	Timely (Y/N)?
1	KAREN DENISE SANFORD	1258	Y
2	MARCO RICCETTI	6146	Y
3	JOY S. HASEBE	4269	Y
4	JAMES R. SAJO	2304	Y
5	DALE WILLIAMSON	8059	Y
6	AMY K. OSBORN	4475	Y
7	CHRISTOPHER FRANK NORDSTROM	3517	Y
8	GEORGE LINEBAUGH	2874	Y
9	DONNA BAHR	3697	Y
	MARK BAHR	3697	
10	DAVID HUEY	7243	Y
11	MISON BOWDEN	3104	Y
12	JACOB MATTHEW CALLCUT	3069	Y
13	KELSEY PARKHURST	5484	Y
14	KRISTINA MANI	1119	Y
15	SUE A. CRESS	8562	Y
16	JOSEPH C. MARSHALL	4475	Y
	ANITA MARSHALL	4475	
17	GEORGE S. RUFF, SR.	8905	Y
18	MARK MILLER	9143	Y
	DIANE MILLER	9143	
19	CHRISTOPHER DUHON	5654	Y
20	ANNE A. JAMISON	6802	Y
21	JOHN WROBLEWSKI	3784	Y
22	BARBARA EULER	4947	Y
23	DON A. MINICK	6362	Y
	NORMA JANE MINICK	6362	
24	MASON A. BENNETT	9638	Y
25	ELVIA AURORA SAN MARTIN	0604	Y
	TIMOTHY HOEFER	0604	
	ELVIA AURORA SAN MARTIN	4387	
	TIMOTHY HOEFER	4387	
26	ARDITH G. WAITE	9678	Y
	LESLIE S. WAITE III	9678	
27	MARJORIE A. LULAY	8253	Y
28	BRIAN LIEDTKE	1179	Y
29	JANICE M. O'BRIEN	6671	Y
30	LUCIANO DE MARCO	7833	Y
	LUCIANO DE MARCO	5652	
	LUCIANO DE MARCO	4505	
31	WAYNE E. ARMSTRONG	2390	Y
32	KARL BROTTON	0017	Y
33	BARBARA KORNAS	5169	Y
34	TIMOTHY ROBERT MARTIN	3073	Y
35	JAY ALAN BRUSSE	6474	Y
36	SUEHAN ESTRADA	1945	Y
37	JOHN F. MCGEE	INVALID VIN	Y
38	KENNETH SWANSON	5808	Y
39	CHRISTINE M. ORLANDO	4512	Y
40	DEBRA KEELY	INVALID VIN	Y
	STANLEY KEELY	INVALID VIN	
41	MARTHA R. PRICE	5572	Y

#	Name	Last 4 digits of VIN	Timely (Y/N)?
42	CHARLES EDWARD CATES	9730	Y
	CHARLES EDWARD CATES	3166	
	MARY KATHLEEN CATES	9730	
	MARY KATHLEEN CATES	3166	
43	NANCY ANDERSON	NOT PROVIDED	Y
	NANCY ANDERSON	NOT PROVIDED	
	NANCY ANDERSON	NOT PROVIDED	
	NANCY ANDERSON	NOT PROVIDED	
44	KRISTIN BRETT	6354	Y
45	IAN CAMHI	9252	Y
46	GROVE G. THOMPSON, JR.	0890	Y
47	MARLENA KAY BOYCE	0310	Y
48	DORIS LAU	4591	Y
49	MARGO A. THORNTON	0431	Y
50	DEBORAH LYNN BEMIS	6762	Y
51	JUNE FREEMAN	NOT PROVIDED	Y
52	JOHN MEDINA	8268	Y
	ENID TORRES	8268	
53	KATHLEEN BOJE	2836	Y
54	ROSEMARIE JEROME	8755	Y
55	JOSEPH F. ROSS, JR.	4811	Y
56	VICKY LYNN ARBUCKLE	3645	Y
57	PATRICIA BETTIOL	8598	Y
58	JKB CONSULTING, LLC	9495	Y
59	ROSE VALENTINE	9730	Y
60	MARGIE DELHEIMER	6356	Y
61	FREDRIC DAVID FINK	8133	Y
62	CARL OSCAR REICHERZER	8643	Y
63	ARIEL FELDMAN	3772	Y
64	RICHARD V. MUTTIE, JR.	1532	Y
65	HERMAN MARCUS THOMAS	4359	Y
66	GENEVA A. TURNER	6107	Y
67	MADELYN STORELLI	5010	Y
	MADELYN STORELLI	3915	
68	SCOTT K. SISCO	2293	Y
69	BETH L. WILLIAMS	INVALID VIN	Y
70	MICHAEL B. FRADETTE	0594	Y
71	LOUISE S. FRANTZ	6349	Y
72	CAROLYN MULLIGAN	0839	Y
73	FRANK J. SMITH	3604	Y
74	BRANDY LEIGH ARNOTT	0276	Y
75	GORDON S. MILLER	7020	Y
	TERESA G. MILLER	7020	
76	KAREN PLUMMER	NOT PROVIDED	Y
77	BART SMITH	9455	Y
78	WES MARION	3856	Y
	TINA MARION	3856	
79	PRESTON ROYAL CUTLER, JR.	0008	Y
80	CAROLE HENDERSON	5351	Y
	CAROLE HENDERSON	2006	
81	CHARLES WAGERS	1195	Y
82	THE HIATT LIVING TRUST DATED MAY 15, 1997	4252	Y
83	TERESITA GANSICO	9343	Y
84	MARK FRANCO	5607	Y
85	ALICE L. DRAKE	1735	Y
86	JANET BROWN	3218	Y
87	CRAIG A. CHRISTENSEN	7172	Y
	LYNN A. CHRISTENSEN	7172	
	HALEY N. CHRISTENSEN	7172	
88	SANDRA JEAN HARRIS	3696	Y
	DIANNE S. WAINWRIGHT	3696	

#	Name	Last 4 digits of VIN	Timely (Y/N)?
89	ROBERT G. SHORT	7464	Y
90	JEAN W. PAINTER	6376	Y
91	JENNIFER ANN MARTIN	4554	Y
92	DANIEL E. MAHER	3926	Y
93	EMILY LAYNE LORENZ	5142	Y
94	DIANA M. LINK	9367	Y
	KENNETH MERLE LINK	9367	
95	RANDOLPH LANGDON EARLE	7993	Y
	BERTHA LYNN EARLE	7993	
96	DUWAYNE R. KNIESS	4500	Y
97	PAMELA JONES JAMIESON	7646	Y
98	DAVID LAWRENCE JAMIESON	2176	Y
99	ALEXANDER VLADIMIROVICH YAKOVLEV	2730	Y
100	BARBARA BEARD STEPHAN	9157	Y
101	STEWART SNYDER	0724	Y
102	DOUGLAS K. SMOTHERS	1575	Y
103	JASMIN SMITH	3031	Y
104	JAMES MRAZ	0205	Y
105	STEPHEN C. JOHNSON	6083	Y
106	STEPHEN C. JOHNSON	3367	Y
107	PATRICIA L. JAKUSZ	INVALID VIN	Y
108	KATIE L. HOMAN	2508	Y
	KURT R. HOMAN	2508	
109	MARILYN HEUER	7206	Y
	MARILYN HEUER	0802	
110	ASTRID MATISON	9519	Y
111	DIANE J. FORBES	3472	Y
112	MARY BAECHER-COCCA	1209	Y
113	TREVEN J. SORENSEN	0386	Y
114	NICHOLAS DEMINCO	9718	Y
	LYNNE P. DEMINCO	9718	
115	MARGARET S. MARTI	NOT PROVIDED	Y
116	MARY GAERTNER	NOT PROVIDED	Y
117	CHARLES H. DROZD	9703	Y
118	DORIS GUTHRIE-LOVELL	5152	Y
119	LOIS MARIN	6331	Y
120	CAROLYN SUE JOY	2283	Y
121	KIRK J. TEITGE	7011	Y
122	RINALDO SPINELLA	6210	Y
123	ANTHONY BORDOGNA	4440	Y
124	ANGEL COURTEMANCHE	4684	Y
125	SHIRLEY DALLMAN	INVALID VIN	Y
126	ROY FIRESTONE	6815	Y
127	PETER FRATANGELO	7907	Y
128	WILLIAM HANCOCK	8589	Y
	BARBARA HANCOCK	8589	
129	ELEANOR HUANG	6498	Y
130	NANCY KOONS	8330	Y
131	EDWARD ALEXANDER LEE	7017	Y
	MONICA VILLEGAS	7017	
132	THERESA R. MAGUIRE	1036	Y
133	ALISENNE SUMWALT	6425	Y
134	JOYCE M. MATTHEWS	7395	Y
135	ROBERT L. MIERS	2832	Y
	KIM E. MIERS	2832	
136	JIMMY TYRONE MESSICK	1008	Y
	MISTY SHAWN FAIRBANKS MESSICK	1008	
137	MYRA G. OWENS	5263	Y
138	CELIA J. RECHTMAN	6369	Y
	CELIA J. RECHTMAN	0964	
139	DIANE L. OLSEN	6650	Y

#	Name	Last 4 digits of VIN	Timely (Y/N)?
140	KATHERINE ELIZABETH REID	1290	Y
141	KAREN RICE	4253	Y
142	PHYLLIS C. SCOTT	8619	Y
143	MARIA TERESA SEVITSKI	0766	Y
144	JONATHAN D. ROSE	9193	Y
145	CHERIE LYNN TRONDSON	1656	Y
146	ALETA MARIE WELLS	2670	Y
147	PHILIP VARDARA	4542	Y
148	ROBERTO F. BARTLETT	6024	Y
149	ARIANA PETERS	9353	Y
	ESTATE OF PHYLLIS LILLIAN PETERS	9353	
150	WILLIAM S. LIN	4939	Y
	WILLIAM S. LIN	9207	
151	LONNY CHARLES MITTAG	5843	Y
	JOYCE ANDORA MITTAG	5843	
152	PATRICIA LUCILLE TOLAND	6298	Y
153	DOUGLAS TIMOTHY WRAY	1005	Y
	DOUGLAS TIMOTHY WRAY	4112	
154	DAVID VAN DYNE	9592	Y
	CECILE A. LAGANDRE	9592	
155	DOROTHY LONG	9019	Y
156	ROSALIE HOBBY	8844	Y
157	MARION SLEDGE	0407	Y
158	JAMES MICHAEL ARMSTRONG	6501	Y
159	JENNIFER BROWN	1010	Y
160	DONNA L. DAVIS	6009	Y
161	BARBARA J. DEVEREAUX	4795	Y
162	MICHELLE FELKER	7486	Y
163	NATASHA MAGNESS	7708	Y
164	JOSEPHINE DICKINSON	3232	Y
165	LISA MANLEY	5696	Y
166	HARVEY L. ESHENBAUGH	0748	Y
167	MARTHA CLAUDETTE FINLEY	5177	Y
168	KAREN FLORY	4353	Y
169	DOUGLAS FRUTH	3164	y
170	CYNTHIA GOODYEAR	5378	Y
171	SONIA JUAREZ	8015	Y
172	SWENSON HILL REVOCABLE TRUST	7043	Y
173	ANDREW P. STEINGASS	4885	Y
	ANDREW P. STEINGASS	3981	
174	SHARON ANN CADY	0682	Y
	STEVEN PAUL CADY	0682	
175	DANIEL JARRALL CHILTON	2720	Y
176	JENNIE STILL	4798	Y
177	MONICA S. FISHER	NOT PROVIDED	Y
178	PAULA A. WEISENBECK	1206	Y
179	PATRICIA J. BUDD	6425	y
180	ELIZABETH ANN MONSON	2221	Y
181	PAMELA MATYAS	4189	Y
182	VICKIE WEBER	4512	Y
183	JOCELYN REDING	2439	Y
184	RICARDO CASILLAS	7412	Y
185	ADELAIDE CHRISTA MARTINEZ	2294	Y
	JULIAN M. MARTINEZ JR.	2294	
186	JEFFREY L. MOST	1832	Y
187	PENNY J. MOST	1832	Y
188	CARRIANN MOYE	9129	Y
189	SARAH F. SALMON	9753	Y
190	RANGA DAMITH MUHANDIRAMGE	0263	Y

#	Name	Last 4 digits of VIN	Timely (Y/N)?
191	KELLEY BRANDT	3924	Y
	KELLEY BRANDT	1187	
192	LORI M. CADY	5488	Y
	MICHAEL E. CADY	5488	
193	JASON EDWIN CASTRO	6247	Y
	LYNNE GERRY CASTRO	6247	
	JASON EDWIN CASTRO	2895	Y
	LYNNE GERRY CASTRO	2895	
194	KARL CHRISTOPHER COLWELL ARP	4173	Y
195	ROBERT LENOIL	3563	Y
196	KAREN ACHOR	6370	Y
197	ERIN SCHEFFLER CHOTKEY	2617	Y
198	GAYLE BALL	6249	Y
199	THE ESTATE OF JANICE H. BARROW	0376	Y
200	MARINO L. LAGAMAYO	6811	Y
201	MARVA JANE WITCRAFT	8124	Y
	STEVEN SERRANO	9330	Y
202	JOSEPH CALLARIK	NOT PROVIDED	Y
	JOSEPH CALLARIK	NOT PROVIDED	
203	RONALD K. VIGLIOTTI	8215	Y
204	BENJIE CABERTO PENA	4492	Y
205	DEBORAH SZASZ	7539	Y
206	BARBARA G. PEARCE	1556	Y
	BARBARA G. PEARCE	7833	
	BARBARA G. PEARCE	8910	
	BARBARA G. PEARCE	1553	
	BARBARA G. PEARCE	8950	
207	MARISOL MEDINA	9712	Y
	MIGUEL CAZUN	9712	
	4-MMC LLC	9712	
208	NANCY L. CHARTER	8868	Y
	ROBERT A. CHARTER	8868	Y
209	TORI FEILER	6459	Y
210	JORDAN R. JANAK	7174	Y
	JORDAN R. JANAK	3320	
211	WILLIAM RILEY	4249	Y
	WILLIAM RILEY	7273	
212	CLARE M. GOLDEN	3120	Y
213	CHARLES RUEDE	2943	Y
214	D. YOUNG	1270	Y
215	AMY B. POWELL	1016	Y
216	RAYMOND J. VITAL	4953	Y
217	VICTORIA WEN	1142	Y
218	AMY HERRICK	4381	Y
219	HELEN SUZANNE FERGUSON	7761	Y
220	POLLY ANN DAVIS	8203	Y
221	LAURA DAVIS	2611	Y
222	CATHERINE BROWN	7450	Y
223	MARK DALE WILLIAMS	6179	Y
224	PATRICK H. REARDON	1599	Y
	ALICE MARIE REARDON	1599	
225	JONATHAN MCHUGH	8364	Y
226	DIANE BERRON	3869	Y
227	KATIE KIDD	5420	Y
228	JOANN COUGHLIN	6866	Y
229	JONATHAN R. RIVERA	5398	Y
230	MARIA A. FARLEY	2931	Y
231	MARC E. KENNY	3487	Y
	MARGARET R. KENNY	3487	
232	VICKI LYNN LOCKHART	2220	Y

#	Name	Last 4 digits of VIN	Timely (Y/N)?
233	CHARLES T. BONOS III	NOT PROVIDED	Y
	CANDACE BONOS	NOT PROVIDED	
234	MICHAEL S. DICK	5692	Y
235	NANCY A. BARR	2300	Y
236	MIRTHA V. DELGADO	5298	Y
237	TIMOTHY DENNIS MARTINEZ	1444	Y
238	CAROLYN F. MATHEWS	7421	Y
239	JOANNE LOUISE MCKINNEY	1184	Y
240	JOANNE LOUISE MCKINNEY	1531	Y
241	DIEGO ESTEBAN MENDEZ	7302	Y
242	MARILYN LOU BUCKLES	4830	Y
243	KIMBERLY MERK MURPHREE	INVALID VIN	Y
244	ADRIANA PADILLA CURIEL	4626	Y
	GONZALO MONTES GUTIERREZ	4626	
245	DYANNA MARIN	3658	Y
246	LINDA A. BERG	3233	Y
247	CHERYL M. MORRELL	1921	Y
248	JOCELYN APPLEBURY	7533	Y
249	JENNIFER SARAH CANTU	6341	Y
	ESTATE OF CHRISTINE GAYE CANTU	6341	
	ESTATE OF JERRY VILLALOBOZ CANTU	6341	
250	TIMOTHY LEROY NIELSON	5365	Y
251	GEOFFREY GILES	0034	Y
252	DANIEL P. GOMEZ	7451	Y
	MOLLY M. GOMEZ	7451	
253	JAVIER FERNANDEZ MATA	3538	Y
254	Q-OUTDOOR LLC	0664	Y
255	THELMA BARRERA	7010	Y
256	LAYMAN GREEN FRANKLIN	9434	Y
	MARGARET JENKINS FRANKLIN	9434	
257	CINDY MONSON	8148	Y
258	JOSEPH SPEDALIERE	4965	Y
259	MALAIKA M. CLINKSCALES-GABASAN	8348	Y
260	SHELLEY JETTON	8556	Y
261	SUSAN P. TRACY	9855	Y
262	KATHLEEN R. WINET	1499	Y
263	SALLY ANN DANIELS	NOT PROVIDED	Y
264	ALAN CRAWFORD DRUM	3792	Y
	SUE ELLEN DRUM	3792	
265	SHARON ROSE AGUON	7152	Y
266	KRYSTYNA BONCZA-SKRZYNECKI	8720	Y
267	ALICE M. MACDERMOTT	1327	Y
268	MARY LUCILLE HILL	5689	Y
	PETER BUSCH	5689	
269	SHERRIE SPATES	6489	Y
270	ESTATE OF ROBERT WILLIAMS	6489	Y
271	JENIFER L. CLAYTON	5803	Y
272	CHRISTOPHER CRUZ	2805	Y
	JOANNE MARIE WESTON	2805	
273	LINDA C. DIETRICHSON	7510	Y
274	MATTHEW T. LAURA	6937	Y
275	BRUCE ALAN KOHN	4974	Y
	CATHY ANN KOHN	4974	
276	SANDRA CHURCHMAN	3461	Y
277	ROBERT KAY	INVALID VIN	Y
278	MEHGAN BLAIR	6544	Y
279	HEIDI E. MARTIN	4351	Y
280	JON CARUANA	6125	Y
281	NATHALY BLANCO ALURIO	2831	Y
282	JEFFREY ALLEN BERGE	1348	Y
283	MOLLY F. BILLION	6056	Y

#	Name	Last 4 digits of VIN	Timely (Y/N)?
284	DEANNA CAROL WILLIAMS	9417	Y
285	ERIC ACCOMAZZO	2736	Y
286	DAVID DECKER	8055	Y
287	KAREN TOBEY FENWICK	9375	Y
288	MICHAEL FRANK CASOLARI	6982	Y
	MARGARET ANNE CASOLARI	6982	
289	PHYLLIS S. DRAKE	0565	Y
290	DAVID JURADO	0728	Y
	DIANE JURADO	0728	
291	JANIS LORRAINE LEONARD	6289	Y
292	SUSAN G. COCHRAN	9352	Y
293	DANI J. PARKER	6060	Y
294	JOSEFINA G. DODD	5345	Y
295	PAUL GURNEE	8076	Y
296	CLERISSA HADLEY	7171	Y
297	ZBIGNIEW J. BONCZA-SKRZYNECKI	5657	Y
298	JAMES PAUL ROESEMANN	0344	Y
299	ARTURO JUAREZ	5063	Y
300	DIANNE S. LOZIER	8849	Y
301	EARL HALL	NOT PROVIDED	Y
302	CHONG O. LAMEY	8004	Y
	RONALD L. LAMEY	8004	
303	MICHAEL E. RODERICK	7637	Y
304	ZOE SHINN	9747	Y
	ANDRES ZABALETA OCHOA	9747	
305	BIANCA M. LEON	2378	Y
	JESSE M. LEON	2378	
306	MEGAN ELIZABETH DAVISSON	3516	Y
307	KRISTINA PEREA GILMORE	4505	Y
308	J. ERIK HEMDAL	5538	Y
309	CHARLENE VICKERS	7835	Y
310	CHARLES MANN	9379	Y
311	DANIEL GERSHMAN	3968	Y
312	TAMARA GILSTRAP	7324	Y
313	SANDRA CALLARIK	NOT PROVIDED	Y
314	RAYNE WOOD	4832	Y
315	HUGH FRANCIS MULLIN IV	3942	Y
316	NESTOR QUEZADA-CORTEZ	8263	Y
317	ELFRIEDA L. HALL	0538	Y
318	NATALIE TERESA FARRELL	6761	Y
319	DAVID K. TINSLEY	2188	Y
	SYLVIE C. TINSLEY	2188	
320	NELSON VALLADARESREYES	7503	Y
321	ANTHONY MITCHELLE DE LOS SANTOS	8307	Y
322	JESSICA LYN VARGO	4108	Y
323	JOHN ALAN PUCCINI	3178	Y
	FRANCESCA PERGA PUCCINI	3178	
324	JORGE FLORES	9297	Y
325	JAIME ZUNIGA CABRERA	3059	Y
	ALEJANDRO SOLIS ZUNIGA	3059	
326	PHILIP JOSEPH TRIFIRO	8809	Y
327	REBECCA FIERRO	2884	Y
328	STEPHANIE R. SCHACHT	2653	Y
329	SUE PARK	7879	Y
330	TRACY HAYES	INVALID VIN	Y
	JULIE HOWELL	INVALID VIN	
331	ELAINE STEVENSON	8246	Y
332	JANET FORD	3133	Y
333	AMELIA ELIZABETH CARDENAS	1730	Y
334	JESSE V. SAGUN	3046	Y
335	ESTELLE HARRIS	0123	Y

#	Name	Last 4 digits of VIN	Timely (Y/N)?
336	JOAN M. MCGINNIS	1467	Y
337	DELANNE C. MOSS	0052	Y
338	JOSHUA MARTINELL	8449	Y
339	SUSAN LOBATON	3537	Y
340	JENNYSCA M. RODRIGUEZ SKERETT	2310	Y
341	MOLLIE PLATT MACADAM	8942	Y
342	JEAN CAROL WILLIAMS	6930	Y
343	HENRY RICHARD DICKERSON, JR.	6448	Y
344	SUSAN KOEGL	NOT PROVIDED	Y
345	EDUARDO S. HERBOZO	3277	Y
346	RACHEL DEAK	4727	Y
347	JOHN R. HEBDEN	2308	Y
348	BLAKELY BRANDON	1660	Y
349	JUDITH DALTON	5810	Y
350	HEATHER ANN RUSZIN	4542	Y
	JASON MICHAEL RUSZIN	4542	
	JASON JESSE RUSZIN	4542	
351	MICHELLE EIFERT	2064	Y
352	CHARMAIGNE SHIELA T. DOLLOSO	6755	Y
353	ELIZABETH VINCELETTE	INVALID VIN	Y
354	YOKO KANTOR	NOT PROVIDED	Y
355	BRENDA WHITMER	3177	Y
356	ANGELA M. COYLE	NOT PROVIDED	Y
357	LETICIA FLYNN	6488	Y
358	GISELA G. GRANADOS	7828	Y
359	LAURA MCCOY NEELY	7492	Y
360	JACQUELINE SWART	6093	Y
361	STEVEN A. PIDD	NOT PROVIDED	N
362	CASEY MICHAEL HOWELL JORDAN	9817	N
363	SANDRA GARDNER	5633	Y
364	ELIZABETH BARBARA WINDGASSEN	2610	Y
365	JOHN (JACK) H.A. BILLION	6056	Y
366	MONA L. HERNDON	9006	Y
367	JOCELYN BOYCE	2439	Y
368	DANIEL BURNS	1197	Y
369	SASHA A. HERNANDEZ	2366	Y
370	BRADLEY S. BOUPHAVONG	8167	Y
	MELANIE Y. GARCIA-BOUPHAVONG	8167	
371	KEITH EDWARD ALLEN	1214	Y
372	MELISSA MARIE DAVILA	3235	Y
373	ALAN J. MALNAR	0334	Y
374	SHARWARI PUSHKAR CHITALE	3921	Y
375	GORDON L. COHEN	6219	Y
376	MARK ANGLER	5212	Y
377	CARLOS AGUAYO JR.	3131	Y
378	VAN DE VOORDE ELEMENTAL DESIGN INC.	2102	Y
379	MARY KATHERINE SUCHOCKI	9938	Y
380	ELIZABETH LIU	9279	Y
381	NELSON MONTELEONE	8335	Y
382	RILLA ANNETTE LILES	3046	Y
383	RIGOBERTO MURILLO	1216	Y
384	PHILLIP MOYER	8453	Y
385	FRANK CECERE IV	0261	Y
386	VICTORIA GOODFELLOW	3870	Y
387	VANESSA KANISTANAUX	8884	N
388	GRANT BOHDAN HENRY GEORGE KRUCIK	2235	N
	MICHELLE CICCOTELLI	2235	
389	KATRINA ABERIZK	0108	Y
390	CHERYL CALCOTE	3293	Y
391	BRENT WEATHERALL	6376	Y
392	AKIKO DIXONVESTAL	4049	Y

#	Name	Last 4 digits of VIN	Timely (Y/N)?
393	CAROLINE DAWES	1776	Y
394	BAILEE IRENE HILAMAN-WIRTH	3106	Y
395	KARA LAUREN BECKER	3470	Y
396	CONSTANCE WHITEHEAD	7196	Y
397	MAMMEN MATHEW	3919	Y
398	JORGE RAFAEL MAYMIR	0622	Y
399	ROBERT JOHN CAIRNS, JR.	1871	Y
400	EVA HYNES	5358	Y
401	CYNTHIA A. JOHNSON	1699	Y
402	GUY MULLEN HILL	4943	Y
403	LUCY DAYANA SLADEK	0635	Y
404	JESUS E. FERNANDEZ	3348	Y
405	MELISSA HUGHES	9737	Y
	DYLAN JONES	9737	
406	LEAH ELLIAS	5737	Y
407	SARAH M. MOLLECK	0475	N
408	MICHAEL ENSOR	3920	Y
409	MARIA D. RICALDE CAMARA	4294	N
410	CHONG O. LAMEY	2081	Y
	RONALD L. LAMEY	2081	
411	JERROD CHRISTY	2659	Y
412	CELESTE D'SOUZA	4890	Y
413	STEVEN LU	7879	Y
414	MAHVASH M. SAGUN	3046	Y
415	MARTIN PARRA	1814	Y
416	LOISANN DRAGUS	7363	Y
417	ROMEO GABASAN, JR.	8348	Y
418	DIANE LITZENBERGER	3115	Y
419	JOHN BENNETT STUDHOLME	0626	N
420	JACQUELINE CANTATORE	1379	N
421	MARY FONTAINE HARRIS	4380	Y
422	DONALD MICHAUD	0380	N
	DONALD MICHAUD	3560	
423	LINDA PARRA	1814	Y
424	DOLORES J. BRADBURY	6603	Y
425	DENNIS E. SANCHEZ	5959	Y
426	AIDA SETKA	6037	Y
427	PATRICK MCELROY	3559	Y
428	DONALD CRANE DRAGUS	7363	Y
429	JANA JONES MARSHALL	5898	Y
430	LARNCE D. HICKS	7635	N
431	JUSTIN LYKINS	4823	N
	JUSTIN LYKINS	5517	
432	JOHN MCELHANY	7944	Y
433	ARTHUR S. PIDD	NOT PROVIDED	Y
434	MARIA FABELA	8853	N
	JOSEPH HURTADO	8853	
435	LETICIA RENDON	5981	Y
436	LETICIA RENDON	5981	N
	SOCRATES RENDON	5981	
437	JOSE D. VELAZQUEZ-MELENDEZ	2110	N
438	TIFFANY ROSTA	5517	N
439	LINDA GUTIERREZ	4800	N
440	DONNA L. SENESY	NOT PROVIDED	Y
441	ROANN MARLENE RICHARDSON	NOT PROVIDED	Y
442	MARY JANE TRIFIRO	8809	Y
443	KELLY INOUYE	2649	Y
	AMANDA INOUYE KUBOTA	2649	
444	DANIEL QUENTIN GETTINGER	5705	Y
	KAY AILEEN GETTINGER	5705	
445	FLORENE C. WOODCOCK	9969	Y

#	Name	Last 4 digits of VIN	Timely (Y/N)?
446	MARIA AVALOS	2340	Y
447	MALLORI ROSSI	7452	Y
448	LINDSEY MOYER	8453	Y
449	KAY MARILYN SETHER	4148	Y