

**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,

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

Plaintiffs,

v.

SUBARU OF AMERICA, INC.,

Defendant.

**AMENDED ORDER AND JUDGMENT
GRANTING PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION SETTLEMENT**

WHEREAS, this Court, having reviewed and carefully considered all of the filed submissions relating to the proposed Class Settlement of this Action (“Settlement” or “Class Settlement”) including the Plaintiffs’ Unopposed Motion for an Order and Judgment Granting Final Approval of Class Action Settlement (ECF No. 154) and exhibits thereto (the “Final Approval Motion”), the Parties’ Class Settlement Agreement with exhibits, filed on March 26, 2025 (ECF No. 140-3) (“Settlement Agreement”), the supporting Declaration of Russell D. Paul dated September 17, 2025 (ECF No. 154-2), the Declaration of Lara Jarjoura of JND Legal Administration, the Claim Administrator, dated September 17, 2025 (ECF No. 154-3), the purported objections to the settlement (ECF Nos. 145, 147, 148, 149, 151), Defendant’s Memorandum of Law in Response to Objections and Requests for

Exclusion and in Support of Final Approval of the Class Action Settlement (ECF No. 155), Plaintiffs' Supplemental Submission in Response to Objections and in Further Support of Plaintiffs' Unopposed Motion for an Order and Judgment Granting Final Approval of Class Action Settlement (ECF No. 156), the Supplemental Declaration of Lara Jarjoura of JND Legal Administration, the Claim Administrator, dated October 29, 2025 (ECF No. 157), and all other submissions and filings in this Action; and

WHEREAS, this Court, having issued its Order Granting Preliminary Approval of Class Action Settlement (ECF No. 142) ("Preliminary Approval Order") which granted preliminary approval of the Class Settlement, provisionally certified, for settlement purposes only, the proposed Settlement Class pursuant to Fed. R. Civ. P. 23(a) and 23(b)(3), preliminarily appointed the Settlement Class Representatives, Settlement Class Counsel, and the Settlement Claim Administrator, approved the content of the Class Notice and Claim Form; approved the Parties' Class Notice Plan for dissemination of the Class Notice set forth in the Settlement Agreement ("Notice Plan") as the best notice practicable under the circumstances and comporting in all respects with Fed. R. Civ. P. 23(e) and due process; and directed the dissemination of the Class Notices pursuant to the Notice Plan; and

WHEREAS, the approved Notice Plan has been effectuated in a timely and proper manner in accordance with the Preliminary Approval Order; and

WHEREAS, this Court, having held a Final Fairness Hearing on November 3, 2025, and having carefully considered all of the submissions, arguments, and applicable law, and with due deliberation thereon, as stated in the Court's Opinion Read Into the Record on November 3, 2025 following the Final Fairness Hearing;

NOW, this Court hereby GRANTS the Motion for Final Approval, and finds, orders, and adjudges as follows:

1. **Jurisdiction and Venue.** The Court has jurisdiction over the Action and all matters relating to the Settlement. Venue is also proper in this Court.
2. **Final Approval of the Class Settlement.** The Court hereby grants final approval of the Class Settlement and all of the terms and provisions of the Settlement Agreement. The Court finds that the Class Settlement is fair, reasonable, and adequate, and in all respects satisfies the requirements of Fed. R. Civ. P. 23 and the applicable law.
3. **Certification of the Settlement Class.** The Court certifies, for Settlement purposes only, the proposed Settlement Class set forth in the Settlement Agreement and in the Preliminary Approval Order (ECF No. 142). The Court finds that, for the purposes of Settlement, the applicable prerequisites for certification of the proposed Settlement Class under Fed. R. Civ. P 23(a) and 23(b)(3) are fully satisfied, to wit: the Settlement Class is so numerous that joinder of all members is not practicable; questions of law and fact are common to the Settlement Class; the

claims of the Settlement Class Representatives are typical of the claims of the Settlement Class; the Settlement Class Representatives and Settlement Class Counsel have fairly and adequately represented, and will continue to fairly and adequately represent, the interests of the Settlement Class; questions of law and fact common to the members of the Settlement Class predominate over any questions affecting only individual members; and a class action is superior to other available methods for fairly and efficiently adjudicating this controversy. In addition, because this Action is being settled rather than litigated to conclusion, the Court need not consider manageability issues that might be presented by a trial of this action. *See Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997); *Sullivan v. DB Invs.*, 667 F.3d 273, 302-03 (3d Cir. 2011) (*en banc*); *In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 519 (3d Cir. 2004).

4. Defined Terms of the Settlement Agreement. Unless otherwise defined herein, the terms used in this Order and Judgment that are defined in the Settlement Agreement shall have the same definition and meaning as set forth in the Settlement Agreement.

5. Notice of the Settlement to the Settlement Class. The Court finds that the dissemination of the approved Class Notice to the Settlement Class: (a) was implemented in a timely and proper fashion in accordance with the Parties' approved Notice Plan set forth in the Settlement Agreement and Preliminary Approval Order;

(b) constituted the best notice practicable under the circumstances; and (c) in all respects satisfied the requirements of Fed. R. Civ. P. 23(e), the Constitution of the United States (including the Due Process Clause), and all other applicable law and rules.

6. **CAFA Notice.** The Court finds that in accordance with the Class Action Fairness Act of 2005, 28 U.S.C. § 1715 (“CAFA”), the Settlement Claim Administrator properly and timely caused to be mailed a copy of the proposed Settlement and all other documents required by law to the Attorney General of the United States and the Attorneys General of each State where class members reside. No Attorney General has filed any objection to, or voiced any concern over, the Class Settlement or any of its terms and provisions.

7. **The Settlement is Fair, Reasonable, and Adequate.** The Court finds that the Class Settlement is fair, reasonable, and adequate, and in all respects satisfies Fed. R. Civ. P. 23. The Settlement provides substantial benefits to, and is in the best interests of, the Settlement Class, and is particularly fair, reasonable, and adequate when considering the issues of this case including, but not limited to, the disputed nature of the claims, the potential defenses thereto, the risks of non-recovery or reduced recovery to the Settlement Class if this Action is litigated rather than settled, the risks of inability to certify a class and/or inability to maintain any class certification through trial and potential appeal if this Action is litigated rather than

settled, the substantial burdens, time and expense of further litigation, and the delays of any potential recovery associated with the continued litigation of the Action.

8. The Class Settlement is the Result of Extensive Arm's-Length Negotiation of Highly Disputed Claims by Experienced Class Action Counsel, and is Not the Product of Collusion. The Court further finds that the Class Settlement was entered into as a result of extensive and adversarial arm's-length negotiations of highly disputed claims among experienced class action counsel on both sides. The Settlement is not the product of collusion, and was entered into with a sufficient understanding by counsel of the strengths and weaknesses of their respective claims and defenses, and of the potential risks versus benefits of continued litigation, including but not limited to the ability to establish and/or extent of establishing liability, alleged damages, class certification, and maintenance of class certification through trial and appeal. In addition, the Court finds that the issues of Class Representative service awards and Class Counsel reasonable attorneys' fees and expenses were not even discussed by the Parties, let alone agreed to, until after agreement had already been reached on the material terms of this Class Settlement, and were, likewise, negotiated at arm's length and without any collusion.

9. No Admission of Wrongdoing. This Class Settlement is a compromise of vigorously disputed allegations and claims. As set forth in the Settlement Agreement, the Court finds that the Settlement, and any documents and submissions

relating thereto, the Preliminary Approval Order, and this Final Approval Order and Judgment, do not and shall not constitute a finding of either fact or law regarding the merits of any allegation, claim, fact, issue of law, or defense that was or could have been asserted in this Action. The Court further finds that nothing in this Final Order and Judgment, the Settlement Agreement, the Preliminary Approval Order, the underlying proceedings or negotiations, or any documents, filings, submissions, or statements related thereto, is or shall be deemed, construed to be, or argued as, an admission of, or any evidence of, any allegation, claim, fact, or issue of law that was or could have been asserted in the Action or of any liability, wrongdoing or responsibility on the part of any Defendant or Released Party.

10. Appointment of Settlement Class Representatives. The Court hereby grants final approval and appointment of Plaintiffs James Sampson, Janet Bauer, Lisa Harding, Barbara Miller, Shirley Reinhard, Celeste Sandoval, Xavier Sandoval, Danielle Lovelady Ryan, and Elizabeth Wheatley as Representatives of the Settlement Class (“Settlement Class Representatives”). The Court finds that said Settlement Class Representatives have fairly and adequately represented, and will continue to fairly and adequately represent, the interests of the Settlement Class.

11. Appointment of Settlement Class Counsel. The Court hereby grants final approval and appointment of the law firms of Berger Montague PC, Capstone Law APC, and Barrack, Rodos, and Racine, collectively, as Class Counsel for the

Settlement Class (“Settlement Class Counsel” or “Class Counsel”). The Court finds that said Settlement Class Counsel have fairly and adequately represented, and will continue to fairly and adequately represent, the interests of the Settlement Class.

12. Appointment of Settlement Claim Administrator. The Court further grants final appointment of JND Legal Administration as the Settlement Claim Administrator to effectuate its duties and responsibilities set forth in the Settlement Agreement.

13. Objections and Requests for Exclusion. Settlement Class Members were duly afforded a reasonable and ample opportunity to object to or request exclusion from the Settlement, and were duly advised of the deadlines and procedures for doing so. Of the approximately 5,049,923 Settlement Class Members, the Court has received only five (5) purported objections to the Settlement (ECF Nos. 145, 147, 148, 149, 151) (constituting only 0.000099% of the Settlement Class), and only three hundred seventy (370) timely and valid requests for exclusion from Settlement Class Members constituting only 0.0073% of the Settlement Class). At the outset, this Court finds that this minuscule number of purported objections and requests for exclusion demonstrates unequivocally that the Settlement Class favors this Settlement, and further supports that the Class Settlement is fair, reasonable and adequate, and warrants final approval by this Court.

14. This Court further determines that of the five purported objections, three (Rowley, ECF No. 145; Weiler, ECF No. 148; Graziani, ECF No. 151) fail to satisfy the requirements for a valid objection as directed by the Court in the Preliminary Approval Order and set forth the Class Notice,¹ and that one objection (Stevens, ECF No. 147) included an additional individual (Nicholas Alexander Greif) who lacked standing to object because he is not a Settlement Class Member. In addition to being invalid, the Court finds that these objections lack substantive merit as well.

15. This Court has carefully reviewed and considered all of the purported objections (Martin Rowley (ECF No. 145), Catherine Eagle Stevens (ECF No. 147), Samuel Weiler (ECF No. 148, Bronwyn Getts (ECF No. 149), and Nancy Graziani (ECF No. 151)), and the Parties' submissions and arguments in response thereto (ECF Nos. 155 and 156). The Court hereby finds and determines (a) that all of these purported objections are substantively without merit, (b) that for the reasons described in the Parties' submissions, several of the objections (ECF Nos. 145, 148, and 151) are also invalid for failing to comply with the requirements for a valid objection as mandated by the Preliminary Approval Order (ECF No. 142) and recited

¹ As set forth *infra*, the Court finds that while these purported objections are invalid, they lack substantive merit in any event.

in the Class Notice, and (c) that all of these objections do not, factually or legally, justify not granting final approval of this Class Settlement, and are hereby overruled.

IT IS THEREFORE ORDERED AND ADJUDGED AS FOLLOWS:

16. The Court certifies, for the purpose of settlement, the following Settlement Class consisting of:

All persons and entities who purchased or leased, in the continental United States, certain of the following model year Subaru vehicles: 2013-2022 Subaru Legacy vehicles; 2013-2022 Subaru Outback vehicles; 2015-2023 Subaru Impreza vehicles; 2015-2023 Subaru Crosstrek vehicles; 2014-2021 Subaru Forester vehicles; 2019-2022 Subaru Ascent vehicles; 2016-2021 Subaru WRX vehicles; and 2022-2024 Subaru BRZ vehicles, which are specifically designated by Vehicle Identification Number (VIN) in a VIN List annexed as 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”).

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.

17. The Court hereby grants final approval of the Class Settlement as set forth in the Settlement Agreement and all of its terms and provisions. The Settlement is fair, reasonable, adequate, and in all respects satisfies the requirements of Fed. R. Civ. P. 23. Specifically, the Court has analyzed each of the factors set forth in Fed. R. Civ. P. 23(e)(2), *Girsh v. Jepson*, 521 F.2d 153, 157 (3d Cir. 1975) and *In re Prudential Ins. Co. Am. Sales Practice Litig.*, 148 F.3d 283, 323 (3d Cir. 1998), and finds that they support, justify, and warrant final approval of this Class Settlement.

18. The Court hereby overrules the objections of Martin Rowley (ECF No. 145), Catherine Eagle Stevens and Nicholas Alexander Greif (ECF No. 147), Samuel Weiler (ECF No. 148), Bronwyn Getts (ECF No. 149), and Nancy Graziani (ECF No. 151).

19. The Court excludes from the Settlement and Release the three hundred seventy (370) Settlement Class Members, listed on Exhibit A annexed hereto, who have submitted timely and valid requests for exclusion from the Settlement. All other requests for exclusion are hereby rejected on the grounds that they are untimely and/or failed to comply with the requirements for a valid request for exclusion enumerated in the Preliminary Approval Order and the Class Notice, as discussed

more fully in Defendant's Memorandum of Law In Response to Objections and Requests for Exclusion and In Support of Final Approval of the Class Action Settlement (ECF 155 at 25-29 and the referenced Exhibits), and the Court's Opinion Read Into the Record on November 3, 2025 following the Final Fairness Hearing. A list of the eighty-two (82) rejected requests for exclusion is set forth in Exhibit B annexed hereto.

20. The Parties and all Settlement Class Members are hereby bound in all respects by the terms and conditions of the Settlement Agreement, including but not limited to the Released Claims against Defendant and all Released Parties contained therein, and the Plaintiffs and each and every Settlement Class Member shall be deemed to have, and by operation of this Final Order and Judgment shall have, fully, completely and forever released, acquitted and discharged Defendant and all Released Parties from all Released Claims as set forth in the Settlement Agreement, incorporated herein by reference, except for the persons identified in Exhibit A who have timely and properly excluded themselves from the Settlement Class.

21. The Parties are directed to perform all obligations under the Settlement Agreement in accordance with its terms and provisions.

22. The Action is hereby dismissed with prejudice and without costs.

23. Neither this Settlement, its negotiations, any agreements, documents, submissions and Orders relating thereto, the Preliminary Approval Order, nor this

Final Order and Judgment, shall in any way constitute, be deemed to constitute, be construed as, or be admissible in any action or proceeding (judicial or otherwise) as, (a) any admission by any Defendant or Released Party as to the merits of any allegation, claim or defense that was or could have been asserted in this Action, (b) any evidence, or finding of either fact or law, as to any allegation, claim or defense that was or could have been asserted in the Action, and/or (c) any admission or evidence of any liability, fault, wrongdoing or responsibility on the part of the Defendant or any Released Party. Nor shall it/they be offered, or be admissible, as evidence against any Defendant, Released Party, or the Plaintiffs, in any action or proceeding (judicial or otherwise) except as may be necessary to enforce the terms of the Settlement Agreement and/or this Final Order and Judgment including the Released Claims.

24. In the event that any provision of the Settlement or this Final Order and Judgment is asserted by Defendant or any Released Party as a defense (including, without limitation, as a basis for dismissal and/or a stay), in whole or in part, to any claim, suit, action or proceeding brought by a Settlement Class Member (or any person acting or purporting to act on his/her/its behalf) in any forum, judicial or otherwise, that claim, suit, action and/or proceeding shall immediately be stayed and enjoined until such time as this Court, or the court or tribunal in which the claim is pending, has determined the issues related to such defense or assertion.

25. Without further order of the Court, the Parties may agree to reasonably necessary extensions of time to carry out any of the provisions of the Settlement Agreement and this Order and any obligations thereunder.

26. Plaintiffs and each and every Settlement Class Member, and any person or entity acting or purporting to act on behalf of any said Settlement Class Member, is/are hereby permanently barred and enjoined from commencing, instituting, pursuing, maintaining, prosecuting, or continuing to pursue, maintain or prosecute, any Released Claim against Defendant and/or any of the Released Parties (including, without limitation, in any individual, class/putative class, representative, or other action or proceeding, directly or indirectly, in any judicial, administrative, arbitral, or other forum). This permanent bar and injunction is necessary to protect and effectuate the Settlement Agreement, this Final Order and Judgment, and this Court's authority to enforce and effectuate same, and is ordered in aid of this Court's jurisdiction and to protect its judgments. However, this provision will not bar any communications with, or compliance with requests or inquiries from, any governmental authorities.

27. Without affecting the finality of this Final Order and Judgment, this Court hereby retains exclusive jurisdiction, and all Settlement Class Members are hereby deemed to have submitted to the exclusive jurisdiction of this Court, of, over, and with respect to, the consummation, implementation and enforcement of this

Settlement and its terms, including the release of claims therein, and any suit, action, proceeding (judicial or otherwise) or dispute arising out of or relating to this Final Order and Judgment, the Settlement Agreement and its terms, or the applicability of the Settlement Agreement. This exclusive jurisdiction includes, without limitation, the Court's power pursuant to the All Writs Act, 28 U.S.C. § 1651, or any other applicable law, to enforce the above-described bar and injunction against commencement, prosecution, maintenance, and/or continuation of any Released Claim against any Defendant or Released Party in any forum, judicial or otherwise.

IT IS SO ORDERED AND ADJUDGED.

Dated: November 25, 2025

/s/ Edward S. Kiel

Hon. Edward S. Kiel
United States District Judge