

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

GILLES COHEN, *et al.*,

individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

SUBARU OF AMERICA, INC. and
DENSO INTERNATIONAL OF
AMERICA, INC.,

Defendants.

Civil Action No. 1:20-cv-08442-JHR-
AMD

**PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

Plaintiffs Gilles Cohen, John Micklo, Muhammad Adnan, Donny Woo, Benjamin Moore, Mary Lou Plante, Meredith Mein De Vera, Dan Rosenthal, Alexandra Efantis, Blaise Fontenot, Katherine Mutschler, Benjamin Christensen, Jennifer Lilley, Steven Biondo, Chantel Nelson, Jaqueline Ferguson, Jacqueline Brockman, Marty Brown, Christine King, Kevin King, Paula Weeks, Martin Torresquintero, Cole Sweeton, Christine Schultz, Troy Perry, Katherine Griffin, and David Sroelov, (collectively referred to as "Plaintiffs"), by and through their counsel, hereby respectfully request that the Court enter an order:

1) granting preliminary approval of the proposed settlement memorialized in the Parties' Settlement Agreement, together with all exhibits thereto, filed

contemporaneously herewith;

2) preliminarily certifying the proposed Class for settlement purposes only;

3) approving the form and content of, and directing the distribution of, the proposed Class Notice, annexed to the Settlement Agreement as Exhibits 4, 5 and 6;

4) authorizing and directing the Parties to retain JND Legal Administration as the Settlement Administrator;

5) appointing James E. Cecchi of Carella, Byrne, Cecchi, Brody & Agnello, P.C., Christopher A. Seeger of Seeger Weiss LLP, and W. Daniel “Dee” Miles III of Beasley, Allen, Crow, Methvin, Portis & Miles, P.C. as Class Counsel;

6) appointing Gilles Cohen, Muhammad Adnan, Donny Woo, Benjamin Moore, Mary Lou Plante, Meredith Mein De Vera, Dan Rosenthal, Alexandra Efantis, Blaise Fontenot, Katherine Mutschler, Benjamin Christensen, Jennifer Lilley, Steven Biondo, Chantel Nelson, Jacqueline Brockman, Marty Brown, Christine King, Kevin King, Paula Weeks, Martin Torresquintero, Cole Sweeton, John Micklo, Jacqueline Ferguson, Troy Perry, Christine Schultz, Katherine Griffin, and David Sroelov as Class Representatives;

7) scheduling a date and procedure for a Final Fairness Hearing on the proposed Settlement;

8) setting forth procedures and deadlines for Class Members to file

objections to the proposed settlement, appear at the Final Fairness Hearing, and request exclusion from the proposed Class; issuing a preliminary injunction; and

9) issuing related relief as appropriate.

Plaintiffs bring this motion on the grounds that: (a) the proposed settlement is fair, adequate, and reasonable; (b) the proposed forms and methods of notice satisfy due process and are reasonably calculated to reach the Class Members and apprise them of the essential terms of the Settlement Agreement and their rights with respect thereto; and (c) the proposed Class satisfies for settlement purposes the requirements for class certification of Rules 23(a) and (b)(3).

This motion is based on the contemporaneously-filed memorandum of law in support of preliminary approval submitted by Plaintiffs; the Settlement Agreement; the Joint Declaration of W. Daniel “Dee” Miles, III, James E. Cecchi, and Christopher A. Seeger, together with all exhibits attached thereto; and all pleadings, records, and papers on file with the Court in this action.

Dated: May 30, 2024

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CERTIFICATE OF SERVICE

I certify that on May 30, 2024, a copy of the foregoing was filed electronically in the ECF system. Notice of this filing will be sent to the parties of record by operation of the Court's electronic filing system. Parties may access this filing through the Court's system.

s/James E. Cecchi

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**MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFFS' UNOPPOSED
MOTION FOR PRELIMINARY APPROVAL OF CLASS SETTLEMENT**

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Pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, Plaintiffs, on behalf of themselves and the proposed Class, respectfully move for preliminary approval of the proposed Settlement Agreement (“Settlement”), preliminary certification of the proposed Class defined in the Settlement, directing notice to the proposed Class, and related relief.¹

I. INTRODUCTION

Plaintiffs, on behalf of themselves and the proposed Class, have secured a Settlement that, if approved, will confer valuable benefits on the current, former and future owners and lessees of more than 1.3 million Subaru vehicles that are equipped with Denso Fuel Pumps, which Plaintiffs allege are defective. The proposed Settlement is the result of over three-and-a-half years of litigation and nearly 12 months of informed, good faith, arm’s-length negotiations among experienced counsel.

Certain Subaru vehicles fitted with Denso Fuel Pumps were recalled in 2020 and 2021. In the Settlement, Subaru agreed to implement a Customer Support Program that will provide, in the form of an Extended New Vehicle Limited Warranty, 15 years of coverage for repair and replacement of the original Denso Fuel Pumps in certain Additional Vehicles that were not recalled, and an Extended

¹ The Settlement Agreement is referenced as “SA” in this brief and, except where indicated, all capitalized, defined terms have the same meanings ascribed to them as in the Settlement Agreement. *See* SA, § II.

Replacement Parts Limited Warranty of 15 years, or 150,000 miles, whichever comes first, for the replacement Fuel Pumps that are installed pursuant to the recall in the Recalled Vehicles. This extended coverage is coupled with other concrete, real-world benefits that ensure Class Members can take advantage of the Customer Service Program and Extended Replacement Parts Limited Warranty conveniently and without incurring future costs, including free loaner vehicles that Class Members may keep for 24 hours or longer, and free towing if their vehicle is inoperable or unsafe to drive. Defendants also agreed to fund and implement a user-friendly streamlined out-of-pocket claims process under which Class Members with valid claims will be reimbursed for their past Fuel Pump-related repairs and associated rental vehicles and towing costs, with no cap. The Settlement provides for a robust Notice Program, also funded by Defendants, informing Class Members of the proposed Settlement and their right to opt out or object to the Settlement.

Plaintiffs submit the proposed Settlement, described in detail below, is fair, reasonable and adequate, and merits this Court's preliminary approval.² Indeed, a similar settlement involving Denso Fuel Pumps against a different auto manufacturer was approved by the Eastern District of New York in December 2022.³

² See Joint Declaration of W. Daniel "Dee" Miles III, James E. Cecchi, and Christopher A. Seeger in Support of Unopposed Motion for Preliminary Approval ("Joint Declaration" or "Joint Dec.").

³ *Cheng, et al. v. Toyota Motor Corp. et al.*, Case No. 1:20-cv-00629-JRC (E.D.N.Y.), ECF 192, 193.

II. PROCEDURAL HISTORY AND SUMMARY OF RELEVANT FACTS

On April 23, 2020, Plaintiffs Katherine Griffin, Janet Oakley, and Adam Whitley filed the first of several class actions against Defendants seeking damages and equitable relief in connection with their manufacturing, marketing and sale of Subaru vehicles, which they alleged posed a safety risk because they contained defective Denso Fuel Pumps. *Katherine Griffin, et al. v. Subaru of America, Inc., et al.*, Case No. 2:20-cv-00563-ACA (N.D. AL). Between June 20, 2020 and July 10, 2020, three other putative class actions were filed in different districts (SA, § I.C), and, ultimately, all Plaintiffs voluntarily transferred their cases to this District, where they were consolidated for all purposes on February 3, 2021. ECF No. 32. Plaintiffs filed their Consolidated Amended Complaint (“CAC”) the same day. ECF No. 33.⁴

In the CAC, Plaintiffs alleged that certain Subaru vehicles equipped with the Denso Fuel Pumps were unsafe to drive because the Fuel Pump’s impeller is made of unsuitable, low density material that could not withstand its operating environment. *Id.* at ¶¶ 1-20, 199. Fuel Pumps are a key part of a vehicle’s fuel injection system because they regulate the flow of fuel from the fuel tank to the engine and allow the vehicle to be operated as intended by the driver. ¶¶ 1, 195-198. Plaintiffs alleged the low density impeller in the Denso Fuel Pumps could deform and interfere with the body of the Fuel Pump, causing it to become inoperative,

⁴ On November 5, 2020 and November 15, 2022, the Court appointed the proposed Class Counsel as Interim Class Counsel. ECF Nos. 19, 181.

which can result in engine stalls and similar symptoms, and poses a safety risk. ¶¶ 1-20, 199-208.

Between April 27, 2020 and June 11, 2020, Denso recalled 2.1 million of its Fuel Pumps installed in various makes and models of vehicles, which included Fuel Pumps installed in Subaru vehicles. ¶¶ 4, 7. On April 16, 2020, Subaru recalled the Denso Fuel Pumps in approximately 188,000 of its model year 2019 Subaru Impreza, Subaru Outback, Subaru Legacy and Subaru Ascent vehicles. ¶ 9. Plaintiffs alleged in the CAC that Subaru's recall was deficient, including because it did not capture all Subaru vehicles fitted with the allegedly defective Fuel Pumps. ¶¶ 12-16, 211-214, 216-220.

On the basis of these allegations, Plaintiffs asserted putative nationwide class and putative statewide sub-class claims for violations of various state consumer protection statutes, strict liability, common law fraud against both Defendants, and claims for breach of express and implied warranty, negligent recall, and a claim under the Magnuson-Moss Warranty Act on behalf of a nationwide class, against Subaru. Defendants vigorously dispute Plaintiffs' claims and assert the vehicles are not defective, that they did not breach any warranties or engage in any misrepresentation or wrongdoing, and that the fuel pumps that may potentially exhibit an anomaly were properly recalled and replaced thereby obviating the need for this litigation. Defendants further assert that the recalls were appropriate and

provided free new replacement fuel pumps which fully corrected the prior alleged issues and obviate the claims for relief in this action.

In March 2021, Defendants moved to dismiss all of Plaintiffs' claims, which the Parties thoroughly briefed over a period of six months.⁵ ECF Nos. 78, 80. In March 2022, the Court issued two lengthy opinions granting in part and denying in part Denso's and Subaru's motions to dismiss. ECF Nos. 111, 113. The Court dismissed 46 of Plaintiffs' claims against Denso, and denied Denso's motion to dismiss as to Plaintiffs' other claims: strict liability claims under the laws of 4 states, common law fraud claims under the law of 6 states, and consumer protection claims under the laws of 10 states. ECF No. 112. The Court also dismissed 50 of Plaintiffs' claims against Subaru, and denied Subaru's motion to dismiss as to the remainder of Plaintiffs' claims: breach of implied warranty claims under the laws of 8 states, common law fraud claims under the laws of 8 states, and consumer protection and strict liability claims under the laws of 4 states. ECF No. 114. The Court granted Plaintiffs leave to replead some of the dismissed claims.

On July 29, 2021, Subaru issued a second recall of 165,026 Subaru vehicles with Denso Fuel Pumps. Subaru twice expanded this Recall in August 2021,

⁵ Plaintiffs dismissed their claims against Denso Corporation and Subaru Corporation on August 13, 2021 and September 8, 2021, respectively. ECF Nos. 98 and 104.

ultimately recalling 175,968 additional Subaru vehicles. Altogether, Subaru recalled 359,683 of its vehicles due to the alleged Fuel Pump defect.

On May 5, 2022, Plaintiffs filed their SAC, amending their claims for fraudulent concealment/omission under the laws of various states, and for violation of the New Jersey Consumer Fraud Act, N.J. Stat. Ann. § 56:8-1, *et seq.* ECF No. 125. The SAC also included new allegations relating to Subaru's expanded recall. In June 2022, Subaru and Denso moved to dismiss Plaintiffs' SAC. ECF Nos. 140, 141. The Parties briefed Defendants' motions to dismiss the SAC until September 2022 (ECF Nos. 166, 167), and the motion remained *sub judice* until it was administratively terminated on February 27, 2024, by agreement of the Parties, due to this pending Settlement.

While the motions to dismiss were being briefed, the Parties were actively engaged in discovery, met and conferred on various discovery issues, and negotiated the substantive terms of the discovery confidentiality order and ESI protocol, which required guidance from and rulings by the Court. As part of discovery, Defendants produced, and Plaintiffs processed and reviewed approximately 22,000 documents containing more than 163,000 pages related to the recalls, the design and operation of the Fuel Pumps, warranty data, failure modes, Defendants' investigation into the alleged defect, and the recall countermeasure development and implementation. Additionally, Plaintiffs' automotive consultant sourced and inspected over 350

Denso Fuel Pumps, and analyzed their operation, specifications, and the density of their impellers.

In January 2023, with knowledge of the strengths and weaknesses of their respective positions, the Parties began to explore the possibility of a resolution of this case. The Parties also continued to actively engage in discovery, including depositions of 14 named Plaintiffs, and extensive document review until March 28, 2023, when this Court stayed discovery in light of the Parties' settlement discussions. ECF No. 211. Defendants produced confirmatory discovery in aid of the settlement negotiations. Class Counsel's rigorous review and analysis of Defendants' productions and subsequent intense negotiations with Defendants culminated in 169,169 "Additional Vehicles" initially being included in the Settlement and eligible for Settlement benefits, bringing the population of Covered Vehicles to 528,852. Accordingly, on November 1, 2023, the Parties agreed on the substantive terms of this Settlement which were memorialized in a draft Settlement Agreement.

Subsequently, on February 16, 2024, 647,000 Additional Vehicles were added to the Settlement, thus bringing the total number of Covered Vehicles to approximately 1,175,000. On March 19, 2024, Defendants clarified that the exact number of Covered Vehicles is 1,388,532 (consisting of 359,683 Recalled Vehicles + 1,028,849 Additional Vehicles). These substantial, iterative expansions of the proposed Class are the result of the Parties' continued efforts to achieve fulsome,

robust relief for the Class in this Settlement, which Plaintiffs are pleased to present to the Court for preliminary approval.

III. MATERIAL TERMS OF THE SETTLEMENT

A. The Class

The Class for settlement purposes is comprised of all individuals or legal entities who, at any time as of the Initial Notice Date, own or owned, purchase(d) or lease(d) Covered Vehicles in any of the fifty States, the District of Columbia, Puerto Rico, and all other United States territories and/or possessions.⁶

The Covered Vehicles are the Recalled Vehicles and the Additional Vehicles listed in Appendix A, below.

B. The Benefits of the Settlement

As part of the Settlement, Subaru, among other things, will implement a Customer Support Program in the form of an Extended New Vehicle Limited Warranty (“CSP”), an Extended Replacement Parts Limited Warranty (“Extended

⁶ Excluded from the Class are: (a) Subaru, its officers, directors and employees; its affiliates and affiliates’ officers, directors and employees; its distributors and distributors’ officers, directors and employees; and Subaru Dealers and Subaru Dealers’ officers and directors; (b) Denso, its officers, directors and employees; its affiliates and affiliates’ officers, directors and employees; its distributors and distributors’ officers, directors and employees; (c) Plaintiffs’ Counsel; and (d) judicial officers and their immediate family members and associated court staff assigned to this case. In addition, persons or entities are not Class Members once they timely and properly exclude themselves from the Class, as provided in the Settlement Agreement, and once the exclusion request is finally approved by the Court.

Warranty”), a Loaner/Towing Program, and an Out-of-Pocket Claims Process.

Under these provisions, Class Members are entitled to the following relief:

| | |
|---|--|
| <p>Customer Support Program</p> | <p>Coverage for repairs (including parts and labor) needed to correct defects in materials or workmanship in the Fuel Pumps of Additional Vehicles for a period of 15 years from the In-Service Date, (SA, § III.A.1), which is the date that the Additional Vehicle was originally sold or leased by a Subaru dealer. SA, § II.A.26.</p> |
| <p>Extended Replacement Parts Limited Warranty</p> | <p>A warranty extension of 15 years, measured from the replacement date, or 150,000 miles, whichever comes first, for the replacement Fuel Pumps installed in the Recalled Vehicles. SA, § III.B.1.</p> |
| <p>Loaner Vehicle/Towing</p> | <p>Upon request, Class Members are entitled to a complimentary Loaner Vehicle while their fuel pumps are being replaced or repaired under the Customer Support Program or Extended Replacement Parts Limited Warranty. SA, §§ III.A.2, III.B.2.</p> <p>Class Members can keep the Loaner Vehicle for 24 hours after they drop off their vehicle for repair, or after they are informed by Subaru that their vehicle is repaired, whichever is later.</p> <p>If the Covered Vehicle is inoperable or is exhibiting a dangerous condition, Class Members are entitled to a complimentary tow to a Subaru Dealer upon reasonable notice. SA, §§ III.A.2, III.B.2.</p> |
| <p>Out-of-Pocket Reimbursement</p> | <p>Class Members are entitled to submit claims for out-of-pocket expenses incurred to repair or replace a Fuel Pump in their Covered Vehicle(s), as well as rental vehicle and towing costs, that were not otherwise reimbursed and that were incurred prior to the date on which time to appeal from the Final Judgment has expired. SA, § III.C.</p> |
| <p>Technical Training</p> | <p>To ensure proper repair, technicians will be required to review technical training videos provided by Subaru, prior to performing any Fuel Pump repairs. SA, § III.G.</p> |

The benefits under the CSP and Extended Warranty travel with the Covered Vehicle. SA, §§ II.A-B. The Settlement Agreement also includes a reconsideration procedure (SA, § III.D), Settlement oversight (SA, § III.F), and a release (SA, § VII.B) which is attached to the Long Form Notice and will be posted on the Settlement Website.

C. Claim Submission and Administration

The Parties agreed to retain JND Legal Administration as the Settlement Administrator. S.A. §II.A.38. The Settlement Administrator will carry out the Notice Plan (discussed below), disseminate the CAFA notice, administer any requests for exclusion, and administer the Claims Process including the review and determination of reimbursement claims, and distribution of payments to eligible Claimants whose claims are complete and have been approved under the Settlement terms. *Id.* at § III.C. Pursuant to the Settlement, the Defendants will pay all administrative costs separate and apart from any benefits to which the Class Members may be entitled (*id.* § III), and will not be borne by Class Members.

The Settlement also provides for a fair, equitable, and straightforward claims process for Class Members. For each complete claim that is approved, the Settlement Administrator will mail a reimbursement check to the Class Member within 60 days after approval of the Claim. S.A. § III.C. Significantly, the Settlement provides that if a claim and/or its supporting documentation is incomplete or deficient, the Settlement Administrator will mail to the Class Member a letter or notice outlining

the deficiencies and affording a 60-day period to cure them. *Id.* The Settlement Administrator's decision is final; provided, however, that Class Counsel, Subaru's Counsel, and Denso's Counsel may meet and confer to resolve any denied Claims. If Counsel jointly recommend payment of the rejected Claims or payment of a reduced claim amount, then Subaru's Counsel and/or Denso's Counsel shall inform the Settlement Administrator, who shall then pay said Claims. *Id.*

The Class Notice, Claim Form, and settlement website all provide the necessary details, including how and by when reimbursement claim must be submitted, what information and documentary proof is required for a valid claim, and how to contact the Settlement Administrator, or Class Counsel, with any questions or requests for assistance with respect to a claim. Indeed, the Class Notice and settlement website provide the mailing address, the email address and a toll-free telephone number for Class Members to contact the Settlement Administrator.

D. Release of Claims/Liability

In consideration of the Settlement benefits, the Defendants and their related entities and affiliates (the "Released Parties," as defined in S.A. § I.A.36.) will receive a release of claims related to the Covered Vehicles' Fuel Pumps, including the claims that were or could have been asserted in the litigation (the "Release," as defined in S.A. § VII.). The scope of the Release reflects the issues, allegations and claims in this case, and specifically excludes claims for personal injury, wrongful

death or physical property damage (other than damage to the Fuel Pump in the Covered Vehicle itself). *Id.*

IV. THE COURT SHOULD GRANT PRELIMINARY APPROVAL OF THE PROPOSED SETTLEMENT

A. The Standard and Procedures for Granting Preliminary Approval

The Third Circuit has a “strong judicial policy in favor of class action settlement.” *Ehrheart v. Verizon Wireless*, 609 F.3d 590, 595 (3d Cir. 2010); *Ortho-Clinical Diagnostics, Inc. v. Fulcrum Clinical Lab ’ys, Inc.*, 2023 WL 3983877, at *3 (D.N.J. June 13, 2023) (“in New Jersey, there is a strong public policy in favor of settlements. . . . Courts, therefore, will ‘strain to give effect to the terms of a settlement whenever possible.’”) (citations omitted). Settlement is particularly favored “in ‘class actions and other complex cases where substantial judicial resources can be conserved by avoiding formal litigation.’” *Id.* (quoting *In re Gen. Motors Corp. Pick-Up Truck Fuel Tank Prod. Liab. Litig.*, 55 F.3d 768, 784 (3d Cir. 1995)). As such, courts are “hesitant to undo an agreement that has resolved a hard-fought, multi-year litigation,” such as this one. *In re Baby Prod. Antitrust Litig.*, 708 F.3d 163, 175 (3d Cir. 2013).

Under Rule 23(e)(1)(B)(i)-(ii), before granting preliminary approval of a settlement, a court must be satisfied that it “will likely be able to (i) approve the proposal under Rule 23(e)(2); and (ii) certify the class for purposes of judgment on the proposal.” Fed. R. Civ. P. 23(e)(1)(B). If these requirements are met, notice of the proposed settlement will be disseminated to the class. Fed. R. Civ. P. 23(e)(1).

Under Rule 23(e)(2), in determining whether a court will be able to approve a proposed settlement as fair, reasonable, and adequate, the court should consider whether: “the class representatives and class counsel have adequately represented the class (Rule 23(e)(2)(A)); “the proposal was negotiated at arm's length (Rule 23(e)(2)(B)); “the relief to the class is adequate” (Rule 23(e)(2)(C)), taking into account the factors set forth in subsections (i)-(iv); and whether “the proposal treats class members equitably relative to each other.” Rule 23(e)(2)(D). These factors are not intended to “displace” any factor previously adopted by the courts, but “rather to focus the court and the lawyers on the core concerns of procedure and substance that should guide the decision whether to approve the proposal.” Advisory Committee Notes to 2018 Amendments, 342 F.R.D. 904, at 918. For this reason, the traditional factors that are utilized by courts in the Third Circuit—known as the “*Girsh* factors”—to evaluate the propriety of a class action settlement (certain of which overlap with Rule 23(e)(2)) are still relevant.⁷ *In re Mercedes-Benz Emissions Litigation*, 2021 WL 7833193, at *9 (D.N.J. Aug. 2, 2021).

⁷ The *Girsh* factors are: (1) the complexity, expense and likely duration of the litigation; (2) the reaction of the class to the settlement; (3) stage of the proceedings and the amount of discovery completed; (4) risks of establishing liability; (5) risks of establishing damages; (6) risks of maintaining the class action through the trial; (7) ability of the defendants 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. *Girsh v. Jepson*, 521 F.2d 153 (3d Cir. 1975). Because

As set forth below, the proposed Settlement satisfies all of the Rule 23(e)(2) factors and relevant *Girsh* factors,⁸ and should be preliminarily approved as fair, reasonable, and adequate.

B. The Rule 23(e)(2) Factors Are Satisfied

Each of the Rule 23(e)(2) factors is satisfied here:

1. Rule 23(e)(2)(A): Plaintiffs and Plaintiffs' Counsel Adequately Represented the Class

The proposed Class Representatives and Class Counsel have diligently prosecuted this litigation for over three-and-one-half years on behalf of the Class. After conducting thorough pre-filing investigations and legal research, Plaintiffs crafted a comprehensive CAC asserting claims against Subaru and Denso, the supplier of the Fuel Pumps, which raises special pleading challenges because Denso is not a direct seller to consumers. They vigorously opposed Defendants' formidable efforts to dismiss their claims and were successful in securing rulings permitting many of their claims to proceed to discovery. After thoroughly studying and digesting the Court's rulings, Plaintiffs determined which of the dismissed claims they could validly amend, and drafted and filed their SAC (ECF No. 125), and opposed Defendants' separate motions to dismiss the SAC.

notice to the proposed Class has not yet been issued, the second *Girsh* factor cannot be assessed. However, all Plaintiffs support the Settlement.

⁸ The *Girsh* factors "are a guide and the absence of one or more does not automatically render the settlement unfair." *In re Schering-Plough/Merck Merger Litig.*, 2010 WL 1257722, at *5 (D.N.J. Mar. 26, 2010).

Plaintiffs also actively engaged in discovery. They propounded multiple discovery requests, scrupulously negotiated a state-of-the-art protective order and ESI Protocol, negotiated ESI search terms, engaged in multiple discovery related conferences with Defendants, and reviewed and analyzed Defendants' document productions. Plaintiffs also responded to Defendants' discovery requests and fourteen Plaintiffs were deposed by Defendants.

Throughout the litigation, Class Counsel also continued to monitor the NHTSA website and other public sources for relevant updated information, and conferred extensively with their automotive consultant, as he tested and analyzed hundreds of recalled Fuel Pumps and, after the Recall remedy began to be rolled out, the countermeasure fuel pumps.

As a result of these efforts, Plaintiffs and Class Counsel had a well-developed understanding of the strengths and weaknesses of their claims as they engaged in settlement negotiations and ultimately reached agreement on the substantive terms of the proposed Settlement.⁹

2. Rule 23(e)(2)(B): The Settlement Was Negotiated at Arms' Length by Informed Counsel

Generally, “[w]here the proposed settlement appears to be the product of serious, informed, non-collusive negotiations, has no obvious deficiencies, does not

⁹ Thus, the third *Girsh* factor – whether Plaintiffs had a sufficient understanding of their case before negotiating the Settlement – is also satisfied. *See In re Processed Egg Prod. Antitrust Litig.*, 284 F.R.D. 249, 270-71 (E.D. Pa. 2012).

improperly grant preferential treatment to class representative or segments of the class and falls within the range of possible approval, preliminary approval is granted.” *Shapiro v. Alliance MMA, Inc.*, 2018 WL 3158812, at *2 (D.N.J. June 28, 2018) (citations omitted); *cf. Wal-Mart Stores, Inc. v. Visa U.S.A. Inc.*, 396 F.3d 96, 116 (2d Cir. 2005) (“A presumption of fairness, adequacy, and reasonableness may attach to a class settlement reached in arms-length negotiations between experienced, capable counsel after meaningful discovery.”). Consequently, courts in this Circuit “attribute significant weight to the belief of experienced counsel that settlement is in the best interest of the class.” *Alves v. Main*, 2012 WL 6043272, at *22 (D.N.J. Dec. 4, 2012) (quoting *Austin v. Pennsylvania Dept. of Corr.*, 876 F. Supp. 1437, 1472 (E.D. Pa. 1995) (internal quotation marks omitted)).

The negotiations culminating in this Settlement were complex, conducted in good faith and at arms’ length over a period of twelve months by informed and experienced counsel. Class Counsel, armed with the knowledge they gained through formal and confirmatory discovery, and in consultation with their independent Automotive Expert, were able to meaningfully assess the prior issues relating to the Fuel Pumps, the efficacy of the Recall remedy, and the strengths and weaknesses of the Parties’ respective positions. Class Counsel and Defendants’ counsel had numerous Zoom and in-person meetings, exchanged numerous drafts of the Settlement Agreement and related exhibits, and successfully reached a settlement that provides concrete, valuable, immediate benefits to Class Members.

Class Counsel have substantial experience serving as class counsel in a multitude of complex class actions (*see* Section V, below), and, as such, were well-positioned to assess the benefits of the proposed Settlement balanced against the strengths and weaknesses of their claims and Defendants’ defenses. Defendants too were represented by experienced and knowledgeable counsel from Shook, Hardy & Bacon, Butzel Long, and McCarter & English, all well-regarded defense firms.

3. Rule 23(e)(2)(C)(i): The Relief Provided by the Proposed Settlement is More than Adequate

Rule 23(e)(2)(C)(i)¹⁰ overlaps with *Girsh* factors 1, 4-6, 7-9. which inform the inquiry and demonstrate that the Settlement is fair, reasonable, and adequate.

a) The Complexity, Expense, And Likely Duration Of The Litigation Support Settlement

“The first *Girsh* factor ‘captures the probable costs, in both time and money, of continued litigation.’” *Sullivan v. DB Invs., Inc.*, 667 F.3d 273, 320 (3d Cir. 2011) (quoting *Warfarin*, 391 F.3d at 535-36). This complex automotive defect litigation has been ongoing for over three years and, barring settlement, is likely to continue unabated. A great deal of additional discovery, including multiple depositions in the U.S. and Japan, and expert work, with their concomitant significant expenses, would

¹⁰ This factor “balances the ‘relief that the settlement is expected to provide to class members against the cost and risk involved in pursuing a litigated outcome.’” *Hall v. Accolade, Inc.*, 2019 WL 3996621, at *4 (E.D. Pa. Aug. 23, 2019) (quoting Fed. R. Civ. P. 23 Advisory Committee Notes (Dec. 1, 2018)). Such analysis “cannot be done with arithmetic accuracy, but it can provide a benchmark for comparison with the settlement figure.” *Id.* (internal quotation omitted).

be required to address key components of the claims and damages. It would also take significant time and expense to brief and argue the class certification motion, potential Rule 23(f) petitions which may result in interlocutory appeals, and summary judgment, conduct a trial, and litigate appeals. These high expenses and delays weigh strongly in favor of settlement approval. *See In re Valeant Pharmaceuticals Int'l, Inc.*, 2020 WL 3166456, at *7 (D.N.J. June 15, 2020) (finding “the risks, costs, and delay that continued litigation, trial, and appeal would inevitably impose favor[s] settlement”).

b) Plaintiffs Faced Risks On The Merits

The fourth, fifth, and sixth *Girsh* factors—the risks of establishing liability, establishing damages, and maintaining the class action through the trial—also support preliminary approval. Defendants have previously achieved dismissal of substantial portions of Plaintiffs’ case before this Court. *See Cohen v. Subaru of Am., Inc.*, 2022 WL 721307, at *1 (D.N.J. Mar. 10, 2022); *Cohen v. Subaru of Am., Inc.*, 2022 WL 714795, at *1 (D.N.J. Mar. 10, 2022). While Plaintiffs believe their claims to be meritorious, Defendants have and no doubt would continue to aggressively defend this action such that further litigation is not without risk.

In class actions, such as this one, plaintiffs must overcome formidable procedural and substantive hurdles not found in non-class cases. The risks of securing class status are evidenced by the many decisions denying class certification in automobile defect cases. *See Coba v. Ford Mot. Co.*, 932 F.3d 114 (3d Cir. 2019)

(affirming denial of class certification in automotive class action for failure to establish commonality and predominance requirements and dismissal of action on summary judgment); *Luppino v. Mercedes Benz USA*, 718 Fed. Appx. 143 (3d Cir. 2017) (same). Even if successful in securing class certification, Plaintiffs face the risk of decertification as a result of Rule 23(f) petitions resulting in interlocutory appeals or otherwise. *See* Rule 23(c)(1)(C) (“An order that grants or denies class certification may be altered or amended before final judgment.”)

Moreover, litigations involving auto defects generally require a battle of the experts. Here, whether the Fuel Pumps or some of their parts are defective, whether the alleged defect poses an unreasonable risk of harm, and the existence and quantum of damages, would all be the subject of expert testimony, and no doubt would involve extensive motion practice under *Daubert* and the Federal Rules of Evidence “that could result in exclusion of the principal evidence supporting Plaintiffs’ claims.” *In re Valeant Pharms. Int’l, Inc. Third-Party Payor Litig.*, 2021 WL 7159892, at *3 (D.N.J. Dec. 6, 2021), *report and recommendation adopted*, 2022 WL 525807 (D.N.J. Feb. 22, 2022). Thus, settlement is favored when, as here, “[a]ssuming the parties had not settled, even if the [c]ourt certified a litigation class and denied summary judgement, looming ahead was a trial dependent on a highly technical battle of the experts.” *See Alin v. Honda Motor Co., Ltd.*, 2012 WL 8751045, at *12 (D.N.J. April 13, 2012); *Yeager v. Subaru of America, Inc.*, 2016 WL 4541861, at *12 (D.N.J. Aug. 31, 2016).

Even if Plaintiffs were to win at trial, “a favorable judgment would be the subject of post-trial motions and appeals that could leave the ultimate liability determination unresolved for years. Further, even if Plaintiffs prevailed on all appeals, any award to the Class would be delayed and significant additional expenses would be incurred.” *Lazy Oil, Co. v. Witco Corp.*, 95 F. Supp. 2d 290, 337 (W.D. Pa. 1997), *aff’d*, 166 F.3d 581 (3d Cir. 1999). Thus, in a complex class action like this one, “the risks, costs, and delay that continued litigation, trial, and appeal would inevitably impose favor[s] settlement.” *See In re Valeant Pharmaceuticals Int’l, Inc.*, 2020 WL 3166456, at *7.

c) The Settlement Is Within The Range Of Reasonableness In Light Of The Attendant Risks Of Litigation

The seventh, eighth, and ninth *Girsh* factors—the ability of the Defendants to withstand a greater judgment, the range of reasonableness of the settlement fund given the best possible recovery and considering all the attendant risks of litigation—support approval. Despite the risk and meaningful barriers to recovery, described in detail above, this Settlement provides concrete economic benefits to the Class.

Settlements, such as this one, in which defendant automobile manufacturers like Subaru agree to cover future vehicle repairs and reimburse consumers for past repairs provide real world economic benefits to consumers and are regularly approved as appropriate settlement consideration in automotive defect class actions. *See In re Mercedes-Benz Emissions Litigation*, 2021 WL 7833193, at *11 (D.N.J.

Aug. 2, 2021) (approving settlement where the relief provided included an approved emissions modification, extended warranty, and reimbursements on a claims-made basis); *Udeen v. Subaru of Am., Inc.*, 2019 WL 4894568, at *3 (D.N.J. Oct. 4, 2019) (preliminarily approving settlement where class members receive benefit-of-the-bargain relief via repairs or replacements, a warranty extension, and limited reimbursement of previous costs); *Yaeger v. Subaru of Am., Inc.*, 2016 WL 4541861, at *21 (D.N.J. Aug. 31, 2016) (approving settlement where relief included repairs, a warranty extension, and partially capped reimbursement for out-of-pocket-expenses); *Skeen v. BMW of N. Am., LLC*, 2016 WL 4033969, at *25 (D.N.J. July 26, 2016) (approving settlement consisting largely of repairs and reimbursement).

Given the risks of continued litigation, the proposed Settlement constitutes a considerable achievement and weighs heavily in favor of preliminary approval.

4. The Other Rule 23(e)(2)(C) Factors

a) Rule 23(e)(2)(C)(ii): The Convenience and Well-Designed Administration of the Settlement Relief Supports Preliminary Approval

The benefit distribution process is well-tailored for the convenience and benefit of Class Members. *See Somogyi v. Freedom Mtg. Corp.*, 495 F. Supp. 3d 337, 350 (D.N.J. 2020) (quoting Federal Rule of Civil Procedure 23(e)(2)(C)(ii)).

Under the Customer Support Program and Extended Warranty, Class Members can obtain a covered repair by bringing their Covered Vehicle to any Subaru dealership. For added convenience, Class Members are entitled to a free

loaner vehicle to use while their own vehicles are undergoing covered repairs, and to keep it for 24 hours after drop off or after the dealer informs them their vehicle is ready to be picked up, whichever is later. Under the Settlement's Reconsideration Procedures, if a Subaru dealer denies coverage under the CSP or Extended Warranty, a Class Member can go to a second dealer. The Out-of-Pocket Claims Process is similarly simple and convenient, *see* SA, § III.C, and the Parties have selected JND Legal Administration, a highly experienced claims administrator, to oversee this process, subject to Court approval.

b) Rule 23(e)(2)(C)(iii): The Proposed Attorneys' Fees, Costs and Class Representative Service Awards

Rule 23(e)(2)(C)(iii) addresses “the terms of any proposed award of attorney’s fees, including timing of payment.” This factor recognizes that “[e]xamination of the attorney-fee provisions may also be valuable in assessing the fairness of the proposed settlement.” Fed. R. Civ. P. 23, *Advisory Committee Notes to December 1, 2018 Amendments*.

After the Parties reached agreement on the material terms of this Settlement, they commenced a long arm’s-length negotiation concerning reasonable attorneys’ fees, litigation expenses and costs (“Fees and Expenses”), for which Class Counsel may apply to the Court. These negotiations were extensive and involved two mediation sessions with an experienced mediator, numerous telephone calls and in-person negotiations.

Pursuant to the Parties' agreement, Class Counsel will, pursuant to an agreed upon schedule approved by the Court, file an uncontested application for reasonable Fees and Expenses not to exceed \$15,500,000, along with supporting memoranda and any supporting documentation. The proposed Class Notice will inform Class Members of these planned requests as well as the requests for Class Representative Service Awards, discussed below. Any amounts awarded by the Court will not reduce or in any way affect the benefits and relief afforded to Class Members under this Settlement. *See* Joint Decl. at ¶¶ 35-37; SA, § VIII.

At the final approval stage, Plaintiffs will fully brief the fairness and reasonableness of the requested attorneys' fees under the Third Circuit's *Gunter* factors (*see, e.g., Tumpa v. IOC-PA, LLC*, 2021 U.S. Dist. LEXIS 2806, *30-38 (W.D. Pa. Jan. 7, 2021)). However, such detailed analysis is not necessary at the preliminary approval stage. *See, e.g., Altnor v. Preferred Freezer Servs., Inc.*, 2016 WL 9776078, at *1 n.1 (E.D. Pa. Feb. 9, 2016) (attorney's fees "will be addressed at the final fairness hearing").¹¹

Plaintiffs will seek reasonable Service Awards of up to, but not exceeding, Two Thousand Five Hundred Dollars (\$2,500) for each of the 16 named Plaintiffs who participated in discovery but were not deposed, and Three Thousand Seven

¹¹ Plaintiffs will submit briefing in support of their request for attorneys' fees, expenses, and Class Representative Service Awards prior to the Final Fairness Hearing, and any Class Member who submits a proper objection will have an opportunity to comment on the propriety of these requests.

Hundred Fifty Dollars (\$3,750) for each of the 11 named Plaintiffs who participated in discovery and were deposed. These 27 named Plaintiffs seek to serve as Settlement Class Representatives,¹² with Court-awarded Service Awards to be paid by Defendants separate from the Class relief.

c) Rule 23(e)(2)(C)(iv): There Are No Agreements Other Than the Settlement Agreement

Here, the *only* agreement connected to the subject matter of this lawsuit or settlement is the Settlement Agreement.

5. Rule 23(e)(2)(D): The Proposal Treats Class Members Fairly Relative to One Another

The final element for consideration under Rule 23(e) is whether a proposed settlement treats Class Members equitably in relation to one another. Fed. R. Civ. P. 23(e)(2)(D). Here, all Class Members will receive coverage for repairs, including parts and labor, to their Covered Vehicles' Fuel Pumps. Class Members who own or lease Additional Vehicles are automatically entitled to 15 years of coverage on their original fuel pumps, measured from the In-Service Date, and Class Members who own or lease Recalled Vehicles are automatically entitled to an Extended Warranty of 15 years or 150,000 miles (whichever occurs first) on their replacement fuel

¹² Plaintiffs are not seeking to have Igor Kravchenko serve as a Settlement Class Representative. Mr. Kravchenko has been unresponsive and uncooperative with his counsel for 21 months (ECF No. 235), has failed to comply with the Court's Order to provide necessary discovery under penalty of dismissal of his claims (ECF No. 232), and, accordingly, there is a pending motion to dismiss his claims (ECF No. 236).

pumps installed pursuant to the Recalls, measured from the replacement date. Every Class Member's rights under the CSP and the Extended Warranty are transferred with their Covered Vehicle, provided that the time and mileage limitations have not expired. Additionally, all Class Members whose vehicles are undergoing repair under the CSP and Extended Warranty are entitled to the same benefits of the Loaner/Towing Program, free of charge, and all Class Members may submit claims for reimbursement via the Out-of-Pocket Claims Program. Thus, the Settlement does not provide preferential treatment to the proposed Class Representatives¹³ or any other segment of the Class. All Class Members are therefore treated equitably.

In sum, the Court "will likely be able to ... approve the proposal under Civil Rule 23(e)(2)." Fed. R. Civ. P. 23(e)(1)(B)(i).

V. THE COURT WILL LIKELY BE ABLE TO CERTIFY THE PROPOSED CLASS PURSUANT TO RULES 23(A) AND 23(B)(3)

When considering whether to preliminarily approve the proposed Settlement, this Court must also "conduct a two-step analysis prescribed by the standards of Rule 23(a) and (b)" to determine whether the proposed class may be provisionally certified for the purposes of settlement. *Kress v. Fulton Bank, N.A.*, No. 19-18985, 2021 WL 9031639, at *4 (D.N.J. Sept. 17, 2021); *see also In re Ins. Brokerage*

¹³ Reasonable service awards do not constitute preferential treatment and are regularly awarded in the Third Circuit. *See, e.g., Alin*, 2012 WL 8751045, at *16-17 (approving service awards of \$2,500 and \$12,500).

Antitrust Litig., 579 F.3d 241, 257 (3d Cir. 2009) (holding that Rule 23(a) and (b) determinations are separate from Rule 23(e) fairness review). Here, because the proposed Class meets the requirements of Rule 23(a) and Rule 23(b)(3), the proposed Class should be certified for settlement purposes only.

A. The Court Will Be Able To Certify The Class For Settlement

1. Rule 23(a) Is Satisfied

a) The Class Is Sufficiently Numerous

Rule 23(a)(1) requires that “the class is so numerous that joinder of all members is impracticable.” Fed. R. Civ. P. 23(a)(1). “[G]enerally, where the potential number of plaintiffs is likely to exceed forty members, the Rule 23(a) numerosity requirement will be met.” *Martinez-Santiago v. Public Storage*, 312 FRD 380, 388 (D.N.J. 2015) (citing *Marcus v. BMW of N. Am., LLC*, 687 F.3d 583, 595 (3d Cir. 2012)). Here, the Settlement covers the current and former owners and lessees of 1,388,532 Covered Vehicles in the United States and its territories. Joinder of these widely dispersed, numerous Class Members into one suit would be impracticable. The numerosity requirement is easily met.

b) There Are Common Questions of Law and Fact

Rule 23(a)(2) requires that “there are questions of law or fact common to the class.” Fed. R. Civ. P. 23(a)(2). To satisfy the commonality requirement, a “common contention” such that “determination of its truth or falsity will resolve an issue that is central to the validity of each of the claims in one stroke.” *In re Nat’l Football*

League Players Concussion Inj. Litig., 821 F.3d 410, 427 (3d Cir. 2016), as amended (May 2, 2016) (quoting *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 350 (2011)). Indeed, “one significant issue common to the class may be sufficient to warrant certification.” *Wal-Mart Stores Inc.*, 564 U.S. at 369. The commonality inquiry focuses on the defendant’s conduct. *Sullivan v. DB Invs., Inc.*, 667 F. 3d 273, 297 (3d Cir. 2011) (“[C]ommonality is informed by the defendant’s conduct as to all class members and any resulting injuries common to all class members”). Moreover, “as long as all putative class members were subjected to the same harmful conduct by the defendant, Rule 23(a) will endure many legal and factual differences among the putative class members.” *In re Cmty. Bank of N. Virginia Mortg. Lending Pracs. Litig.*, 795 F.3d 380, 397 (3d Cir. 2015).

Here, the claims of all prospective Class Members involve the same issues that are central to this case, including, among others, whether the Fuel Pumps are defective and pose a safety risk, and whether Defendants knew of and should have disclosed the alleged defect. Courts addressing automobile defect claims like those in this case routinely find commonality in approving class settlements. *See, e.g., In re Mercedes-Benz Emissions Litigation*, 2021 WL 7833193, at *5 (D.N.J. Aug. 2, 2021) (commonality requirement satisfied where the Class members’ claims involved the same vehicles and defeat device); *Udeen*, 2019 WL 4894568, at *5 (D.N.J. Oct. 4, 2019) (commonality requirement satisfied where the class vehicles

all suffer from the same allegedly defective parts). The commonality requirement is satisfied for settlement purposes.

c) The Class Representatives' Claims Are Typical of Those of Other Class Members

Typicality under Rule 23(a)(3) is established where, as here, “a plaintiff’s claim arises from the same event, practice or course of conduct that gives rise to the claims of the class members.” Fed. R. Civ. P. 23(a)(3). In the Third Circuit, “the named plaintiffs’ claims must merely be ‘typical, in common-sense terms, of the class, thus suggesting that the incentives of the plaintiffs are aligned with those of the class.’” *Smith v. Professional Billing & Management Services, Inc.*, 2007 WL 4191749, at *3 (D.N.J. Nov. 21, 2007) (quoting *Baby Neal v. Casey*, 43 F.3d 48, 55 (3d Cir. 1994)). The Third Circuit has adopted a “low threshold” for typicality, where even “relatively pronounced factual differences” will not destroy typicality when there is “strong similarity of legal theories” or where each claim “arises from the same practice or course of conduct.” *In re NFL Players Litig.*, 821 F.3d at 428 (citing *In re Prudential Ins. Co. America Sales Practice Litigation Agent Actions*, 148 F.3d 283, 311 (3d Cir. 1998)).

Indeed, when it is alleged that the defendant engaged in conduct common to all members of the class, “there is a strong presumption that the claims of the representative parties will be typical of the absent class members.” *In re Merck & Co., Vytorin/Zetia Sec. Litig.*, 2012 WL 4482041, at *4 (D.N.J., Sept. 25, 2012)

(citation omitted); *see also* *Yaeger*, 2016 WL 4541861, at *6 (typicality satisfied where “plaintiffs allege that the class claims arise out of the same conduct of the defendants related to their design, manufacture, and sale of the class vehicles that suffered from an alleged oil consumption defect, and defendants' alleged failure to disclose that material fact”).

Typicality is met here as Plaintiffs and the proposed Class assert the same or substantially similar claims arising from the same alleged course of conduct by Defendants. The Class Representatives and the Class Members all own(ed) or lease(d) a Covered Vehicle, and their claims arise from the same course of events and rely on the same or similar legal grounds. On the basis of the Recalls and the defects alleged in their complaints, they assert nearly identical claims under various state laws, as well a nationwide claim under the Magnuson-Moss Warranty Act on behalf of a nationwide class. Typicality is satisfied for settlement purposes.

d) The Proposed Class Representatives Will Fairly and Adequately Protect the Interests of the Class

Rule 23(a)(4) is satisfied if “the representative parties will fairly and adequately protect the interests of the class.” Fed. R. Civ. P. 23(a)(4). The adequacy inquiry has two components: “(1) whether Plaintiffs’ counsel is qualified, experienced, and able to conduct the litigation; and (2) whether any conflicts of interest exist between the named parties and the class they seek to represent.” *Udeen*, 2019 WL 4894568, at *5 (D.N.J. Oct. 4, 2019) (citing *In re Prudential Ins. Co. Am.*

Sales Practice Litig., 148 F.3d at 312.).¹⁴ The first prong analyzes the capabilities and performance of Class Counsel based upon factors set forth in Rule 23(g). The core analysis for the second prong is whether Plaintiffs have interests antagonistic to those of the Class. *See Sheinberg v. Sorensen*, 606 F.3d 130, 132 (3d Cir. 2010). Here, Plaintiffs satisfy both prongs.

The proposed Class Representatives retained the services of highly qualified and competent counsel who are well-versed in class action litigation (ECF Nos. 16, 123), whom this Court appointed as Interim Class Counsel. Counsel zealously promoted the interests of the proposed Class Members through their vigorous prosecution of this class action, which culminated in an arms-length settlement that confers meaningful benefits on the proposed Class. As set forth below, proposed Class Counsel are well-qualified to represent the proposed Class and should be appointed Class Counsel under Rule 23(g). *See* Section VI, below.

The proposed Class Representatives have demonstrated that they have capably and diligently represented the class, and that there is no conflict or antagonism between the proposed Class Representatives and the other Class

¹⁴ “The adequacy of representation requirement tends to merge with the commonality and typicality criteria of Rule 23(a), which serve as guideposts for determining whether . . . maintenance of a class action is economical and whether the named plaintiff’s claim and the class claims are so interrelated that the interests of the class members will be fairly and adequately protected in their absence. The adequacy heading also factors in competency and conflicts of class counsel.” *Amchem Prods., Inc.*, 521 U.S. at 626, n.20 (citation and internal quotation marks omitted).

Members. Rather, the proposed Class Representatives have brought substantively identical claims and seek the same relief for themselves and the proposed Class and thus have the same incentive to obtain the best possible result through prosecution and settlement of their claims. *See generally In re Mercedes-Benz Emissions Litig.*, 2021 WL 7833193, at *6. The requirements of Rule 23(a)(4) are plainly satisfied for settlement purposes.

2. This Action Meets the Requirements of Rule 23(b)(3)

A class may be certified under Rule 23(b)(3) if “the questions of law or fact common to class members predominate over any questions affecting only individual members,” and “a class action is superior to other available methods for fairly and efficiently” settling the controversy. Fed. R. Civ. P. 23(b)(3). The proposed Class meets both requirements for settlement purposes.

a. Common Issues of Law and Fact Predominate

Predominance is present where, as here, “the class’s claims depend on the same factual circumstances, and ‘the claims present common operative facts and common questions of law that predominate’ over any factual variations.” *In re Mercedes-Benz Emissions Litig.*, 2021 WL 7833193, at *7 (citing *Tyson Foods, Inc. v. Bouaphakeo*, 136 S. Ct. 1036, 1045 (2016)). So long as common issues and evidence carry greater significance for the case as a whole, the presence of individual issues will not defeat predominance. *Eisenberg v. Gagnon*, 766 F.2d 770, 786 (3d Cir. 1985). There is a “key distinction between certification for settlement purposes

and certification for litigation” such that “when taking a proposed settlement into consideration, individual issues which are normally present in litigation usually become irrelevant, allowing the common issues to predominate.” *Sullivan v. DB Inv., Inc.*, 667 F.3d 273, 304, n. 29 (3d Cir. 2011) (citation omitted). The Third Circuit has noted that it is “more inclined to find the predominance test met in the settlement context” since the court need not address potential manageability issues that may arise if the case is tried on the merits. *In re NFL Players Litig.*, 821 F.3d at 434; *Amchem*, 521 U.S. at 625 (citing Adv. Comm. Notes, 28 U.S.C. App., p. 697). Indeed, courts routinely hold the predominance requirement is satisfied in automobile defect class action settlements. *See, e.g., In re Mercedes-Benz Emissions Litig.*, 2021 WL 7833193, at *7 (finding predominance in case concerning class vehicles with an emissions defeat device where regulators and consumers were misled by concealing the device); *Skeen v. BMW of N. Am., Ltd. Liab. Co.*, 2016 U.S. Dist. LEXIS 97188, at *17 (D.N.J. July 26, 2016) (common questions of law or fact concerning defective timing chain tensioner predominated over any questions affecting only individual class members); *see also Udeen*, 2019 WL 4894568, at *5 (same); *Alin v. Honda Motor Co., Ltd.*, 2012 WL 8751045, at*5 (D.N.J. April 13, 2012) (same).

Accordingly, the predominance factor is clearly satisfied here for settlement purposes.

b) Class Treatment Is Superior

The superiority requirement asks the court “to balance, in terms of fairness and efficiency, the merits of a class action against those of alternative available methods of adjudication.” *In re Prudential Ins. Co. Am. Sales Prac. Litig.*, 148 F.3d at 316 (cleaned up). Superiority is established here, as “the [s]ettlement avoids thousands of duplicative lawsuits and enables fast processing of a multitude of claims”, *In re NFL Players Litig.*, 821 F.3d at 435, and “allow[s] plaintiffs to pool claims which would be uneconomical to litigate individually.” *In re Prudential Ins. Co. of Am. Sales Pracs. Litig.*, 962 F. Supp. 450, 522 (D.N.J. 1997), *aff’d sub nom*; *see In re Mercedes-Benz*, 2021 WL 7833193, at *7 (finding “[s]ettlement is superior to continued litigation after considering the costs of prolonged litigation, the terms of the Settlement, and the alleged damages.”). Superiority is established for settlement purposes.

c) The Class Is Ascertainable

Although Rule 23 does not reference ascertainability, it is a “necessary prerequisite” of a class action. *Bryd v. Aaron’s Inc.*, 784 F.3d 154, 163 (3d Cir. 2015). To establish ascertainability, the plaintiff must show that the class is “defined with reference to objective criteria,” and there is “reliable and administratively feasible mechanism” for determining the class. *Id.* at 163.

Here, the Settlement Class consists of current and former owners and lessees of Covered Vehicles, easily identified using the unique vehicle identification

numbers (“VIN”) assigned to all the Covered Vehicles. The Settlement Administrator will identify the names and addresses of present and former owners and lessees of the Covered Vehicles using the services of IHS Automotive, Driven by Polk, Experian or similar vendor(s). SA, Ex. 1 and 2 (identifying the Additional Vehicles and Recalled Vehicles by VIN, respectively); Ex. 4 (Notice Program) at 2. *See In re Mercedes-Benz Emissions Litig.*, 2021 WL 7833193, at *6 (D.N.J. Aug. 2, 2021) (certifying class where “there is a reliable and administratively feasible mechanism through which qualified Class Members have been identified: registration data available from State DMV's and third-party vendors.”). The Class is easily ascertainable for settlement purposes.

In sum, the proposed Class should be certified for settlement purposes.

VI. PLAINTIFFS’ COUNSEL SHOULD BE APPOINTED CLASS COUNSEL FOR THE PROPOSED CLASS PURSUANT TO RULE 23(g)

Rule 23(g) provides that “a court that certifies a class must appoint class counsel” taking into consideration their experience, knowledge, resources, and work on the case. Rule 23(g) focuses on the qualifications of class counsel, complementing the requirement of Rule 23(a)(4) that the representative parties adequately represent the interests of the class members. FED. R. CIV. P. 23. While a court may consider any factor concerning the proposed class counsel’s ability to “fairly and adequately represent the interest of the class,” Rule 23(g)(1)(A) specifically instructs a court to consider:

- (i) the work counsel has done in identifying or investigating potential claims in the action;
- (ii) counsel's experience in handling class actions, other complex litigation, and the types of claims asserted in the action;
- (iii) counsel's knowledge of the applicable law; and
- (iv) the resources that counsel will commit to representing the class.

Id.

Here, each of the Rule 23(g)(1)(A)'s considerations weigh strongly in favor of finding Proposed Class Counsel adequate. The proposed Class Counsel are James E. Cecchi of Carella, Byrne, Cecchi, Brody & Agnello, P.C., Christopher A. Seeger of Seeger Weiss LLP, and W. Daniel "Dee" Miles, III of Beasley, Allen, Crow, Methvin, Portis & Miles, P.C., each of whom has been recognized by both federal and state courts as being highly skilled and experienced in complex litigation, including successfully leading a multitude of consumer class actions concerning fraud, misrepresentation and unfair practices. *See* Joint Decl. at ¶¶ 38 - 47, Exs. A-C. Proposed Class Counsel identified and investigated potential claims upon being contacted by aggrieved consumers, vigorously prosecuted this Action, negotiated the proposed Settlement and obtained valuable relief for all proposed Class members. As further reflected in their firm resumes, Proposed Class Counsel have substantial experience, individually and collectively, successfully prosecuting class actions and other complex litigation throughout the United States, including automotive defect class actions. *See* Joint Decl. at ¶¶ 38 - 47, Exs. A-C. Plaintiffs

respectfully submit proposed Class Counsel satisfy the adequacy requirements of Rule 23(g) and should be appointed Class Counsel.

VII. THE COURT SHOULD AUTHORIZE NOTICE TO THE CLASS

Rule 23(e)(1)(B) requires the Court to “direct notice in a reasonable manner to all class members who would be bound by the proposal.” In an action certified under Rule 23(b)(3), the Court must “direct to class members 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). “Due process requires that notice 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.’” *In re Nat’l Football League Players Concussion Injury Litig.*, 821 F.3d at 446. Under Rule 23(c)(2), notice must contain sufficient information ‘to enable class members to make informed decisions on whether they should take steps to protect their rights, including objecting to the settlement or, when relevant, opting out of the class.’” *In re Ocean Power Techs, Inc.*, 2016 WL 6778218, at *10 (D.N.J. Nov. 15, 2016) (quoting *In re Nat’l Football League Players Concussion Injury Litig.*, 821 F.3d at 435). The Notice Program set

forth in the Settlement meets these requirements and merits this Court's approval.

SA, § IV.¹⁵

Here, the Settlement provides a robust Notice Program (*see* SA, Ex. 4) that will reach Class Members with clear, plainly stated information about their rights, options and deadlines in connection with this Settlement. The Settlement provides for Direct Mail Notice (SA, Ex. 6), via first class mail, to all known Class Members, with addresses confirmed through the National Change of Address database and skip-tracing. The Direct Mail Notice advises recipients that a proposed class action settlement has been reached in an action concerning Subaru Fuel Pumps, informs them that they may be Class members, briefly explains the Settlement terms and Class Members' options, and directs recipients, in English and Spanish, to the settlement website where they can get additional information regarding the Settlement, their rights, and important deadlines.

Additionally, the Notice Program includes a 4-week Supplemental Digital Campaign including email notice, internet banner ads, and social media notice. SA, Ex. 4. The Supplemental Digital Campaign will specifically target Class Members using: (1) a custom audience list match of Class Member data via Google Display

¹⁵ The forms of notice detailed in the Settlement Agreement, § IV, are written in simple terminology, are readily understandable, and comply with the Federal Judicial Center's illustrative class action notices. *See* <https://www.fjc.gov/content/301253/illustrative-forms-class-action-notices-introduction>

Network, Facebook, and Instagram; and (2) VIN targeting through iHeart Automotive Connection Targeting. SA, Ex. 4. Like the Direct Mail Notice, the supplemental digital notice will contain a sentence in Spanish directing Class Members to the settlement website for a copy of the Long Form notice translated to Spanish. Similarly, Spanish banner ads will be served to those email recipients identified as Spanish-speaking.

In addition to the Direct Mail Notice and Supplemental Digital Campaign, the Settlement Administrator will, with input from counsel for the Parties, establish a dedicated settlement website that will include details regarding the lawsuit, the Settlement and its benefits, and the Settlement Class Members' legal rights and options including objecting to or requesting to be excluded from the Settlement and/or not doing anything; instructions on how and when to submit a claim for reimbursement; instructions on how to contact the Settlement Administrator by e-mail, mail or (toll-free) telephone; copies of the Direct Mail Notice (SA, Ex. 6), Long Form Notice (in English and Spanish) (SA, Ex. 5), Claim Form (SA, Ex. 7), Settlement Agreement, Motions and Orders relating to the Preliminary and Final Approval processes and determinations, and important submissions and documents relating thereto; important dates pertaining to the Settlement including the deadlines to opt-out of or object to the Settlement, the deadline to submit a claim for reimbursement, and the date, place and time of the Final Fairness Hearing; and answers to Frequently Asked Questions (FAQs). S.A. § IV.B.1. The settlement

website will also contain a VIN Lookup Tool for consumers to determine if their vehicles are included in the Settlement (i.e., if they are Class Members).

The Settlement website will be designed to maximize search engine optimization through Google and other search engines. Keywords and natural language search terms will be included in the site's metadata to maximize search engine rankings. JND will also establish and maintain a 24-hour, toll-free telephone line with information about the Settlement; a dedicated email address to receive and respond to Class Member inquiries; and a post office box to receive Class Member correspondence, paper claims, objections, and exclusion requests.

Pursuant to 28 U.S.C. § 1715, the Class Action Fairness Act of 2005, the Settlement Administrator will also provide 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. SA § IV.C.

All of these methods for notice have been readily approved by courts as satisfying due process. *See, e.g., Udeen v. Subaru of Am., Inc.*, 2019 WL 4894568, at *7 (D.N.J. Oct. 4, 2019) (approving short form postcard notice by postal mail, directing class to settlement website to review long form notice); *In re Ins. Brokerage Antitrust Litig.*, 297 F.R.D. 136, 151 (D.N.J. Aug. 1, 2013) (approving notice plan that utilized postcard notices and website to provide settlement information as the “notice plan was thorough and included all of the essential

elements necessary to properly apprise absent Settlement Class members of their rights”). The Notice Program exceeds all applicable standards.

VIII. CONCLUSION

For all the above-stated reasons, Plaintiffs respectfully request that the Court: (1) preliminarily approve the Settlement and certify the Class under Rule 23(e); (2) direct notice to the Class through the proposed Notice Program; (3) appoint proposed Class Counsel as Class Counsel to conduct the necessary steps in the Settlement approval process; (4) appoint the proposed Class Representatives as Class Representatives; (5) appoint JND as the Settlement Administrator; (6) issue related relief as appropriate, including a preliminary injunction pending final approval of the proposed Settlement;¹⁶ and (7) schedule the Final Fairness Hearing and set related deadlines as further defined in the proposed Preliminary Approval Order filed herewith.

Dated: May 30, 2024

Respectfully submitted,

s/James E. Cecchi

¹⁶ Pursuant to the “necessary in aid of” exception to the Anti-Injunction Act, 28 U.S.C. § 2283, and the All Writs Act, 28 U.S.C. § 1651(a), this Court may: (i) issue a preliminary injunction and stay all other actions, pending final approval by the Court; and (ii) issue a preliminary injunction enjoining potential Class Members, pending the Court’s determination of whether the Settlement Agreement should be given final approval, from challenging in any action or proceeding any matter covered by this Settlement Agreement, except for proceedings in this Court to determine whether the Settlement Agreement will be given final approval. *In re Sch. Asbestos Litig.*, No. 83-0268, 1991 WL 61156, at *2 (E.D. Pa. Apr. 16, 1991), *aff’d*, 950 F.2d 723 (3rd Cir. 1991); *In re Linerboard Antitrust Litig.*, 361 Fed. Appx. 392, 396 (3rd Cir. 2010).

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CERTIFICATE OF SERVICE

I hereby certify that on May 30, 2024, a copy of the foregoing was filed electronically and served by mail on anyone unable to accept electronic filing. Notice of this filing will be sent by e-mail to all parties by operation of the court's electronic filing system or by mail to anyone unable to accept electronic filing as indicated on the Notice of Electronic Filing. Parties may access this filing through the Court's CM/ECF system.

s/James E. Cecchi

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APPENDIX A**Recalled Vehicles**

| Make | Model Years | Model | Production Period |
|-------------|--------------------|--------------|-----------------------------------|
| Subaru | 2018-2020 | Impreza | May 3, 2018 – May 31, 2019 |
| Subaru | 2018-2020 | Outback | June 25, 2018 – October 18, 2019 |
| Subaru | 2018-2020 | Legacy | June 25, 2018 – October 18, 2019 |
| Subaru | 2019-2020 | Ascent | June 26, 2018 – May 20, 2019 |
| Subaru | 2018-2019 | WRX | April 20, 2018 – November 1, 2018 |
| Subaru | 2018-2019 | BRZ | April 6, 2018 – November 6, 2018 |
| Subaru | 2018 | Forester | April 20, 2018 – August 7, 2018 |

Additional Vehicles

| Make | Model Years | Model | Production Period |
|-------------|--------------------|--------------|-------------------------------------|
| Subaru | 2018-2020 | Legacy | October 23, 2017 – December 4, 2019 |
| Subaru | 2018-2020 | Outback | October 23, 2017 – December 4, 2019 |
| Subaru | 2018-2020 | Crosstrek | July 5, 2017 – August 5, 2019 |
| Subaru | 2018-2020 | Impreza | October 23, 2017 – December 4, 2019 |
| Subaru | 2018-2020 | Forester | July 7, 2017 – July 31, 2019 |

| | | | |
|--------|-----------|--------|--------------------------------------|
| Subaru | 2018-2020 | WRX | July 7, 2017 – August 3, 2019 |
| Subaru | 2019-2020 | Ascent | November 11, 2017 – December 4, 2019 |
| Subaru | 2017-2020 | BRZ | July 10, 2017 – August 8, 2019 |

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**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

GILLES COHEN, *et al.*,

individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

SUBARU OF AMERICA, INC. and
DENSO INTERNATIONAL OF
AMERICA, INC.,

Defendants.

Civil Action No. 1:20-cv-08442-JHR-
AMD

**JOINT DECLARATION OF W. DANIEL “DEE” MILES, III, JAMES E.
CECCHI, AND CHRISTOPHER A. SEEGER IN SUPPORT OF
PLAINTIFFS’ UNOPPOSED MOTION FOR PRELIMINARY APPROVAL**

W. DANIEL “DEE” MILES, III, JAMES E. CECCHI, AND CHRISTOPHER A. SEEGER hereby declare under penalty of perjury pursuant to U.S.C. § 1746 as follows:

1. I, W. Daniel “Dee” Miles, III, duly licensed to practice law in the State of Alabama and admitted *pro hac vice* in this Action, am a partner at the law firm of Beasley, Allen, Crow, Methvin, Portis & Miles, P.C (“Beasley Allen”), co-lead interim class counsel and one of proposed Class Counsel in this Action.

2. I, James E. Cecchi, duly licensed to practice law in the State of New Jersey, and admitted to practice in this Court, am a partner at Carella, Byrne, Cecchi, Brody & Agnello, P.C , co-lead interim class counsel, and one of proposed Class Counsel in this Action.

3. I, Christopher A. Seeger, duly licensed to practice law in the State of New Jersey, and admitted to practice in this Court, am a partner at Seeger Weiss LLP, co-lead interim class counsel, and one of proposed Class Counsel in this Action.

4. We respectfully submit this joint declaration in support of Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement (the “Motion”). We have personal knowledge of the matters pertaining to the Action and the proposed Settlement and are competent to testify with respect thereto.

5. We are pleased to submit for the Court’s preliminary approval the proposed Settlement of this Action, as set forth in the Settlement Agreement.¹ The proposed Settlement, if approved, will confer valuable benefits on the owners and lessees of approximately 1,388,500 Subaru vehicles that are eligible to participate in the Settlement. The Settlement is fair, reasonable and adequate, provides substantial benefits for the members of the proposed Class, and merits this Court’s preliminary approval. The Settlement Agreement, together with its exhibits, was filed contemporaneously with the Motion.

I. BACKGROUND

6. Plaintiffs claim that Subaru marketed and sold certain Subaru vehicles as safe, reliable, and durable without disclosing to consumers that the vehicles were equipped with a defective fuel pump, a critical component that supplies fuel to the vehicles’ fuel injection system while the engine is in operation. These allegedly defective fuel pumps, all of which were manufactured by Denso, can cause the affected vehicles to run rough, unexpectedly stall, fail to accelerate, lurch and even to lose engine power while in operation, increasing the risk of a crash (“Fuel Pumps”).

¹ Unless otherwise indicated, capitalized terms have the meanings given to them in the Settlement Agreement. *See* SA, § II.

7. Due to the presence of these Fuel Pumps in certain Subaru vehicles, on April 16, 2020, Subaru recalled nearly 190,000 Subaru vehicles manufactured between June 18, 2018 and February 25, 2019.

8. On April 27 and June 11, 2020, Denso recalled over 2 million of its Fuel Pumps in various makes and models of vehicles, which included the Fuel Pumps recalled by Subaru.

9. Subsequently, on July 29, 2021, Subaru issued a second recall involving another 165,026 Subaru vehicles. Subaru amended its recall report on August 10, 2021, and again on August 25, 2021, bringing the total population of Subaru Recalled Vehicles to 340,994 (collectively, the “Subaru Recall(s)”).

10. On April, 23, 2020, Plaintiffs Katherine Griffin, Janet Oakly, and Adam Whitley filed a putative class action complaint in the United States District Court for the Northern District of Alabama, *Katherine Griffin, et al. v. Subaru of America, Inc., et al.*, Case No. 2:20-cv-00563-ACA (N.D.AL.), against Subaru seeking damages and equitable relief individually and on behalf of class members, each of whom purchased or leased an affected vehicle. ECF No. 25. In the complaint, Plaintiffs asserted consumer protection and other claims against Subaru for marketing and selling these vehicles as safe and dependable when they are equipped with the Fuel Pumps. *Id.* at ¶18. Plaintiffs also alleged that Subaru’s Recalls were deficient because additional Subaru vehicles shared the same allegedly

defective fuel pump that is prone to sudden and unexpected failure. *Id.* at ¶¶ 17, 214, 358.

11. Between June 20, 2020 and July 10, 2020, three other putative class actions were filed in other federal courts making substantially similar allegations as to those in *Griffin*. These other cases were: *Gilles Cohen, et al v. Subaru Corporation, et al.*, Case No. 1:20-cv-09082-JHR-AMD (D.N.J.) (filed on July 7, 2020); *Muhammad Adnan v. Subaru Corporation*, Case No. 1:10-cv-09082-JHR-AMD (D. N.J.) (filed on July 17, 2020); and *Anderson v. Subaru of America, Inc., et al.*, Case No. 1:20-cv-00290-HG-WRP) (D. Haw.) (filed on June 26, 2020).

12. Prior to commencing litigation, counsel conducted a comprehensive investigation into the underlying facts of this case. We thoroughly studied the recall notice, brought our automotive engineering expertise to reviewing and analyzing recall-related information on the NHTSA website, and other public sources. We conferred extensively with vehicle owners and consulted them about their own experiences with their vehicles' Fuel Pumps. Counsel carefully studied the customer complaints and reports on the NHTSA website as well as other publicly available information as part of this inquiry. Counsel retained and conferred with an independent automotive engineering expert ("Automotive Expert") to better understand the causes of the Fuel Pump problems and to explore potential remedies.

13. Counsel also conducted legal research to determine the viability of

asserting various claims, including claims under the consumer protection statutes of potential clients' home states as more individuals began to reach out to Counsel. Counsel interviewed the potential clients about the internet and other research they did prior to purchasing or leasing their vehicles, and examined Defendants' marketing and advertising materials in various media outlets to assess whether they could properly allege that Defendants made material misrepresentations and/or omissions. Counsel researched the viability of common law claims and a nationwide claim for violation of the Magnuson-Moss Warranty Act. After Class Counsel satisfied themselves that viable claims could be asserted against Defendants, they conferred with and got approval from their clients to commence litigation.

14. On October 19, 2020, the *Griffin* court, *sua sponte*, consolidated *Griffin* and *Anderson*, designating *Griffin* as the lead case and directing the plaintiffs to file an amended complaint.

15. On December 19, 2020, in the interest of judicial economy, the *Griffin* plaintiffs filed a motion to transfer to the U.S. District Court for the District of New Jersey where the *Cohen* action was being litigated. *Griffin* was transferred on January 19, 2021, and consolidated on February 3, 2021.

16. On February 3, 2021, Plaintiffs filed their Consolidated Amended Complaint ("CAC") asserting class claims on behalf of individuals who purchased or leased certain Subaru vehicles for: (1) violations of numerous state law consumer

protection statutes; (2) breach of express warranty; (3) breach of implied warranty; (4) negligent recall/undertaking; (5) unjust enrichment; and, on behalf of a nationwide class, (6) a claim for violations of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, *et seq.* Plaintiffs also alleged that the Subaru Recalls were deficient because they did not include additional Subaru Vehicles that shared the same Fuel Pumps.

17. On March 22, 2021, both the Subaru and Denso defendants filed separate motions to dismiss the CAC. The Defendants both raised numerous arguments regarding why the complaints failed to state a claim. Plaintiffs filed their oppositions on July 30, 2021. Defendants' replies were filed on September 29, 2021.

18. On March 10, 2022, the Court issued its opinions granting in part and denying in part the Subaru and Denso motions to dismiss.

19. On May 22, 2022, Plaintiffs filed their Second Amended Class Action Complaint ("SAC"), refining their allegations. The SAC was brought by 33 named Plaintiffs on behalf of a nationwide class for negligent recall, fraudulent concealment/omission, breach of contract, strict product liability, unjust enrichment, among others, and individual states classes for violations of consumer protection statutes and breaches of implied warranty. There were 34 named plaintiffs and 58 causes of action. On June 22, 2022, Defendants filed their Motions to Dismiss the SAC. Plaintiffs' Responses were filed on August 12, 2022, with Defendants' replies

filed on September 23, 2022.

20. Denso Corporation, the corporate parent of DIAM located in Japan, was served on April 27, 2021, and Subaru Corporation, SOA's parent located in Japan, was served on March 26, 2021. Denso Corporation was dismissed from the Action without prejudice on August 13, 2021. Subaru Corporation was dismissed from the Action without prejudice on September 8, 2021.

21. Plaintiffs and Defendants submitted a Joint Discovery Plan on June 22, 2022. The Court held discovery and status conferences on June 28, 2022, August 4, 2022, September 7, 2022, September 28, 2022, November 3, 2022, December 5, 2022, January 25, 2023, February 23, 2023, and July 10, 2023. The Parties exchanged initial disclosures on June 11, 2021. Plaintiffs served requests for production of documents on Subaru on November 17, 2020, and served amended requests on March 12, 2021. Subaru served its written responses to Plaintiffs' requests on June 25, 2021. Plaintiffs served requests for production of documents on DIAM, on March 16, 2021. DIAM responded to Plaintiffs' requests on June 25, 2021. Plaintiffs served requests for production of documents on Subaru Corporation on October 6, 2021. Subaru Corporation responded to Plaintiffs' requests on December 3, 2021.

22. As a part of formal discovery, Defendants produced, and Plaintiffs processed and reviewed, about 21,908 documents containing approximately 92,253

pages of documents related to the design and operation of the subject fuel pumps, warranty data, failure modes attributed to the subject fuel pumps, the Defendants' investigation into the alleged defect, the recalls, and the defect countermeasure development and implementation. Additionally, Plaintiffs' independent automotive engineering expert sourced and inspected hundreds of original and countermeasure Denso fuel pumps, including in Class Vehicles, and analyzed, *inter alia*, the pumps' operation, specifications, and density of the impeller.

II. SETTLEMENT NEGOTIATIONS AND CONFIRMATORY DISCOVERY

23. The negotiations culminating in this Settlement were complex, conducted in good faith and at arms' length over a period of nearly twelve months by informed and experienced counsel. Plaintiffs, with the goal of obtaining immediate valuable benefits for Class Members, and Defendants began to explore the possibility of a resolution even while Defendants' motions to dismiss were being vigorously litigated and the Parties were engaged in substantial fact discovery.

24. During the course of the negotiations, Class Counsel, armed with the knowledge they gained through the informal and confirmatory discovery, as described herein, and in consultation with their independent Automotive Expert, were able to meaningfully assess the reasons for the alleged defect in the Fuel Pumps and the efficacy of the recall remedy. Class Counsel and Defendants' counsel had numerous in-person meetings and frequent lengthy conference calls for the Parties

to exchange their views concerning the settlement terms then under discussion. Numerous drafts of the Settlement Agreement and related exhibits were exchanged, which Counsel carefully negotiated and refined before a final agreement could be reached. As a result of Counsel's efforts, the Parties were successful in reaching a settlement that provides concrete substantial benefits to Class Members.

25. In addition to the extensive formal discovery they conducted, during the course of settlement negotiations, Class Counsel also conducted extensive confirmatory discovery. Subaru and Denso produced a substantial number of additional internal documents, including voluminous warranty data spreadsheets and detailed information about the Countermeasure Fuel Pumps, which Class Counsel reviewed and analyzed. Class Counsel consulted with their Automotive Expert about the information in these documents and provided Countermeasure Fuel Pumps for his analysis.

III. SETTLEMENT

26. In the Settlement, Subaru agreed to implement a Customer Support Program ("CSP") for all Class Members who, as of the Final Effective Date, are owners or lessees of 1,028,849 Additional Vehicles. The CSP will provide, in the form of an Extended New Vehicle Limited Warranty, prospective coverage for repairs (including parts and labor) needed to correct defects, if any, in materials or workmanship in the Fuel Pumps for the Additional Vehicles. The implementation of

the CSP will begin no later than 30 days after the Final Effective Date. Coverage under the CSP for the original parts will continue for fifteen (15) years, measured from the In-Service Date. SA, § III A.1. A Class Member's rights under the CSP are transferred with the Additional Vehicle, meaning if a vehicle is sold or its lease ends before the expiration of the 15-year period, the subsequent owner or lessee still will be entitled to the benefit. SA, § III.A.1. Subaru is providing this excellent benefit to the owners and lessees of 1,028,849 vehicles that have not been recalled. If the Settlement is preliminarily approved by the Court, Defendants, at their sole discretion, may, after conferring with Class Counsel, implement the CSP prior to the Final Effective Date of the Settlement. SA, § III.

27. In addition, Class Members who currently own or lease, or previously owned or leased, Additional Vehicles are also eligible to seek reimbursement of covered expenses under the Out-of-Pocket Claims Process in Section III.C. of the Settlement Agreement, subject to the Claim Submission Period and other terms and conditions of that program.

28. With respect to the Recalled Vehicles, Subaru will provide an Extended Replacement Parts Limited Warranty of 15 years, measured from the replacement date and up to 150,000 miles, whichever comes first. A Class Member's rights under the Extended Replacement Parts Limited Warranty are transferred with the Recalled Vehicle. SA, § III B.1.

29. Loaner/Towing Program for Covered Vehicles (SA, §§ III.A-B.):

- a. Without cost to and upon request, Class Members who own or lease Covered Vehicles whose fuel pumps are being replaced pursuant to the Extended New Parts Warranty or CSP shall be entitled to receive a complimentary Loaner Vehicle by Subaru Dealers upon reasonable notice. In appropriate circumstances, where the Class Member has a demonstrated need for a Loaner Vehicle similar to the Covered Vehicle, Subaru, through its dealers, shall use good faith efforts to satisfy the request. Class Members may return the Loaner Vehicle up to 24 hours after the time they drop off their Covered Vehicle at the Subaru Dealer, or 24 hours after they are informed by the Subaru Dealer that the repair on their Covered Vehicle has been completed, whichever is later; and
- b. If the Covered Vehicle is inoperable or is exhibiting a dangerous condition, a complimentary tow to a Subaru Dealer upon reasonable notice. The Class Member may contact a Subaru Dealer to arrange for towing to the nearest Subaru Dealer.

30. The recall remedy is the replacement of the allegedly defective Fuel Pumps with improved countermeasure fuel pumps that were specifically reformulated and manufactured (“Countermeasure Fuel Pumps”). The allegedly defective Fuel Pumps that gave rise to the recalls, as well as the Countermeasure

Fuel Pumps, were the subject of intense scrutiny, through voluminous formal and confirmatory discovery and thorough testing and analysis by Plaintiffs' independent Automotive Expert. After testing the recalled Fuel Pumps and their components, the independent Automotive Expert concluded that the Fuel Pumps have a defective impeller that is made of lower density material that makes it susceptible to deformation during operation, which in turn can cause the fuel pump to degrade or fail altogether. With thorough knowledge of the defect, Plaintiffs' Automotive Expert also conducted extensive testing and analysis of the Countermeasure Fuel Pump, and determined that the impellers in those fuel pumps were made of sufficiently robust material to function properly in their operating environment and thus could be expected to function as intended.

31. Using this knowledge, the CSP and the Extended Replacement Parts Limited Warranty address Plaintiffs' overarching concern in this litigation – to ensure that the Fuel Pumps in the Covered Vehicles operate as intended and drivers, passengers, and other vehicles on the road will not be exposed to potentially unsafe conditions. Subaru's CSP and the Extended Replacement Parts Limited Warranty, and complimentary towing and loaner vehicles to Class Members, ensure that Class Members will not incur any expenses for repairs that may become necessary to address the alleged defect in the future.

32. The Settlement also includes an Out-of-Pocket Claims Process. SA,

III.C. This process covers all Class Members who previously paid out-of-pocket expenses incurred to repair or replace a Fuel Pump of Covered Vehicles that were not otherwise reimbursed and that were incurred prior to the date on which the time to appeal from the Final Judgment has expired. For out-of-pocket expenses that were incurred after the Initial Notice Date, the Class Member must provide proof that they were denied coverage by a Subaru Dealer prior to incurring the expense. SA, § III C.1.

33. As part of the Settlement, Subaru will fund a comprehensive Notice Program designed to reach Class Members with information about their rights and options under the Settlement Agreement. SA, § IV. This Notice Program is described in detail in the Settlement Agreement and in the Notice Plan identified in Exhibit 4. It includes direct mail to all known Class members, and it is expected that the vast majority of Class members will have known addresses, as vehicle owners and lessees are required to register their vehicles, and the Settlement Administrator will be able to obtain addresses through registration information. It also includes an extensive cross-platform, multimedia publication campaign, including banner notifications on the internet and social media notifications that will provide settlement-related information to Class Members in substantially the manner provided in the Notice Plan attached here to Exhibit 4.

34. Defendants have agreed to pay all expenses for the relief provided in

the Settlement Agreement.

IV. ATTORNEYS' FEES, COSTS, CLASS SERVICE AWARDS

35. After the Parties reached agreement on the material terms of this Settlement, the Parties discussed the issue of reasonable attorneys' fees, litigation expenses and costs ("Fees and Expenses"), for which Class Counsel may apply to the Court and, subject to Court approval, would be paid separate from the Class Relief.

36. After two mediations and numerous telephone negotiations, the Parties agreed that Class Counsel may apply to the Court for Fees and Expenses in an amount up to, but not exceeding, the total combined sum of \$15,500,000.00 for all Class Counsel and all fees, costs and expenses collectively.

37. Plaintiffs will seek reasonable Service Awards of up to, but not exceeding, Two Thousand Five Hundred Dollars (\$2,500) for each of the following 16 named Plaintiffs: Gilles Cohen, Benjamin Moore, Mary Lou Plante, Meredith Mein de Vera, Blaise Fontenot, Katherine Mutschler, Benjamin Christensen, Jennifer Lilley, Chantel Nelson, Christine King, Paula Weeks, Martin Torresquintero, Cole Sweeton, John Micklo, Jaqueline Ferguson, and Troy Perry, and for a reasonable Service Award of up to, but not exceeding, Three Thousand Seven Hundred Fifty Dollars (\$3,750) for each of the following 11 named Plaintiffs: Muhammad Adnan, Dan Rosenthal, Alexandra Efantis, Steven Biondo, Jacqueline

Brockman, Marty Brown, Kevin King, Christine Schultz, David Sroelov, Donny Woo, and Katherine Griffin. These 27 named Plaintiffs will seek to serve as Settlement Class Representatives, with their Service Awards to be paid by Defendants separate from the Class relief. Defendants do not oppose Plaintiffs' request, to be made as part of the Fee and Expense Application, that Defendants pay these Service Award amounts for each of the aforesaid Plaintiff-Settlement Class Representatives.

V. QUALIFICATIONS OF PROPOSED CLASS COUNSEL

38. I, Dee Miles, have more than 30 years' experience litigating complex cases on behalf of consumers and businesses in both individual and class action form. Over the last decade I have concentrated on work specifically involving vehicle defect class actions, while recovering billions of dollars for my clients and class members. My experience in automotive products litigation includes having been appointed to lead counsel or to other leadership positions in *In re Volkswagen "Clean Diesel" Mktg., Sales Practices, and Prods. Liab. Litig.*, MDL No. 2672 (N.D. Cal.); *Chrysler-Dodge-Jeep EcoDiesel, In re Chrysler-Dodge- Jeep EcoDiesel Mktg., Sales Practices, and Prods. Liab. Litig.*, MDL No. 2777 (N.D. Cal.); *In re Toyota Motor Corp. Unintended Acceleration Mktg., Sales Practices, and Prods. Liab. Litig.*, MDL No. 2151 (C.D. Cal.); *In re Polaris Mktg., Sales Practices, & Prods. Liab. Litig.*, No. 18-cv-975 (D. Minn.); *In re: General Motors*

LLC, GM 5.3 Vortec Engine, No. 3:16-CV-07244-EMC (N.D.CA.); *Weidman, et al v. Ford Motor Company*, No. 18-cv-12719 (E.D. MI.); *Simerlein et al. v. Toyota Motor Corporation et al.*, 3:17-CV-01021-VAB (D. Conn.); *Oliver, et al. v. Honda Motor Company Limited, et al*, 5:20-cv-00666-MHH (N.D.AL.); *Townsend Vance, et al. v. Mazda Motor of America, Inc. et al.*, 8:21-cv-01890-CJC-KES (C.D. Cal.); and *Cheng, et al. v. Toyota Motor Corp, et al.*, 1:20-cv-00629-WFK-JRC (E.D.N.Y.), which resulted in a settlement providing quality class-wide relief for the benefit of 4.9 million owners and lessees of Toyota vehicles equipped with Denso's low-pressure fuel pumps, including a 15-year warranty for covered parts, complimentary loaner vehicles and towing, as well as reimbursement for out-of-pocket repairs.

39. Separately, I currently serve on the PSC in *In re The Home Depot, Inc., Customer Data Sec. Breach Litig.*, MDL No. 2583 (N.D. Ga.); *In re Target Corp. Customer Data Sec. Breach Litig.*, MDL No. 2522 (D. Minn.); *In re Wells Fargo ERISA 401(k) Litig.*, No. 16-CV-03405 (D. Minn.); and on the Discovery Committee in *In re Takata Airbag Prods. Liab. Litig.*, MDL No. 2599 (S.D. Fla.); *In re Apple Inc. Device Performance Litig.*, MDL No. 2827 (N.D. Cal.); *In re Domestic Airline Travel Antitrust Litig.*, MDL No. 2656 (D.D.C.); *In re: ZF-TRW Airbag Control Units Products Liability Litigation*, MDL No. 20295 (C.D.CA); and *In re Blue Cross Blue Shield Antitrust Litig.*, MDL No. 2406 (N.D. Ala.) (recently

promoted to the Executive/Settlement committee). A copy of Beasley Allen's resume is attached hereto as Exhibit A.

40. I, along with other lawyers in our firms, also represent(ed) plaintiffs in related cases arising from recalls of vehicles equipped with Denso's low-pressure fuel pumps, including *Cheng, et al. v. Toyota Motor Corp, et al.*, 1:20-cv-00629-WFK-JRC in the Eastern District of New York; *Oliver, et al. v. Honda Motor Company Limited, et al*, 5:20-cv-00666-MHH in the Northern District of Alabama; and *Townsend Vance, et al. v. Mazda Motor of America, Inc. et al.*, 8:21-cv-01890-CJC-KES in the Central District of California.

41. I, Christopher A. Seeger, have led some of the most complex, groundbreaking, and high-profile litigations in the U.S. representing plaintiffs and achieving landmark settlements in cases including *In re 3M Combat Arms Earplug Prods. Liab. Litig.*, MDL No. 2885 (N.D. Florida), *In re Nat'l Prescription Opiate Litig.*, MDL No. 2804 (N.D. Ohio), *In re National Football League Players' Concussion Injury Litig.*, MDL No. 2323 (E.D. Pa.), *In re Volkswagen "Clean Diesel" Mktg., Sales Practices and Prods. Liab. Litig.*, MDL No. 2672, *In re Vioxx Prods. Liab. Litig.*, MDL No. 1657 (E.D. La.), *In re Syngenta AG MIR 162 Corn Litig.*, MDL No. 2591 (D. Kan.), *In re Mercedes-Benz Emissions Litig.*, 16-cv-881 (D.N.J.).

42. My notable additional leadership roles include:

- *In re Testosterone Replacement Therapy Prods. Liab. Litig.*, MDL No. 2545 (N.D. Ill.): Co-Lead Counsel appointed by the Hon. Matthew Kennelly, representing individuals injured by testosterone medications. Mr. Seeger is lead trial counsel.
- *In re Invokana Prods. Liab. Litig.*, MDL No. 2750 (D.N.J.): Co-Lead Counsel appointed by the Hon. Brian R. Martinotti, representing individuals injured by diabetes medication.
- *In re Fresenius Granuflo/Naturalyte Dialysate Prods. Liab. Litig.*, MDL No. 2428 (D. Mass.): Plaintiffs' Executive Committee member appointed by the Hon. Douglas P. Woodlock. Mr. Seeger was scheduled to lead the first bellwether trial in 2016 and the claims settled prior to trial.
- *In re Zyprexa Prods. Liab. Litig.*, MDL No. 1596 (E.D.N.Y.): Liaison Counsel appointed by the Hon. Jack B. Weinstein. Mr. Seeger was a chief negotiator of a national \$700 million settlement with Eli Lilly for over 8,000 claims.
- *In re Depuy Orthopaedics, Inc. ASR Hip Implant Prods. Multidistrict Litigation*, MDL No. 2197 (N.D. Ohio): Plaintiffs' Executive Committee member appointed by the Hon. David A. Katz. Mr. Seeger assisted in the negotiation of a settlement worth almost \$3 billion.

A copy of Seeger Weiss's resume is attached hereto as Exhibit B.

43. I, James E. Cecchi, founded and lead Carella Byrne's class action

practice. I have developed expertise in prosecuting automotive defect cases, including some of the largest in the nation's history. In *In re Mercedes Emissions*, we, along with co-counsel, independently tested the suspect Mercedes vehicles and developed the factual record supporting the operative civil complaints. As such, unlike other diesel emissions cases, this case was proprietary as the work done by my team and co-counsel preceded the ultimate government investigation of Mercedes. After five years of hard-fought litigation, the case settled for a value of \$800,000,000. Other notable appointments in the automotive sector include the *In re: Volkswagen "Clean Diesel"* case (17-MD-2672 (N.D. Cal.)), and *Takata Airbag Products Liability Litigation* (15-MD-2599 (S.D. Fla.)).

44. During the course of practice, I have also had the privilege to be in some of the largest national and complex litigations in recent year. Highlights of my formal leadership and committee roles on behalf of Plaintiffs in these important cases include:

- Member of Steering Committee and served as Settlement Class Counsel - *In re: Volkswagen "Clean Diesel" Marketing, Sales Practices, and Products Liability Litigation*, MDL No. 2672 (N.D. Cal.), which ended in a settlement in excess of \$15 billion.
- Member of Steering Committee and served as Settlement Class Counsel - *In re: Takata Airbag Products Liability Litigation*, MDL No. 2599 (S.D. Fla.), which has, to date, resulted in settlements in excess of \$1.5 billion.
- Member of Plaintiffs' Executive Committee - *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio), which

included a proposed \$26 billion settlement with the nation's largest drug distributors and Johnson & Johnson.

- Sole Lead Counsel - *In re: American Medical Collection Agency, Inc. Customer Data Security Breach Litigation*, MDL No. 2904 (D.N.J.), which is ongoing.
- Co-Lead Counsel and Liaison Counsel - *In Re: Vytorin/Zetia Marketing, Sales Practices and Products Liability Litigation*, MDL No. 1938 (D.N.J.) (Hon. Dennis M. Cavanaugh); *In re Schering-Plough/Enhance Securities Litigation*, Civil Action No.: 08-cv-397 (D.N.J.) (Hon. Dennis M. Cavanaugh); *In re Merck & Co., Inc. Vytorin/Zetia Securities Litigation*, Civil Action No.: 08-cv-2177 (D.N.J.), which ended in settlement for the consumer cases of \$41,500,000, and for the securities cases \$688,000,000.
- Lead Counsel - *In re: Liquid Aluminum Sulfate Antitrust Litigation*, MDL No. 2687 (D.N.J.), which secured a settlement of greater than \$100,000,000.
- Co-Lead Counsel - *In re: Mercedes-Benz Tele-Aid Contract Litigation*, MDL No. 1914 (D.N.J.), which secured a settlement of \$40,000,000.
- Co-Lead Counsel - *Davis Landscape v. Hertz Equipment Rental*, Civil Action No. 06-cv-3830 (D.N.J.), which secured a settlement valued at over \$50,000,000.
- Sole Lead Counsel - *In re: Samsung Customer Data Security Breach Litigation*, MDL No. 3055 (D.N.J.), which is ongoing.
- Co-Lead Counsel - *In re Insulin Pricing Litigation*, 17-cv-699 (D.N.J.), which is ongoing.

45. These appointments reflect the confidence that other federal courts have expressed regarding my skills and professionalism in handling large and

important multi-district litigation.² A copy of Carella Byrne’s resume is attached as Exhibit C.

46. Proposed Class Counsel are well positioned to assess the benefits of the proposed Settlement and do hereby fully endorse it as fair, reasonable, and adequate.

47. We declare under penalty of perjury that the foregoing is true and correct.

Dated: May 30, 2024

/s/ James E. Cecchi

James E. Cecchi

**CARELLA, BYRNE, CECCHI,
BRODY & AGNELLO, P.C.**

² See, e.g., *In re Valeant Pharms. Int’l, Inc. Third-Party Payor Litig.*, No. 16-3087, 2022 WL 525807, at *5 (D.N.J. Feb. 22, 2022) (finding that Carella Byrne as “Lead Counsel has extensive experience and expertise in litigating complex class actions”) (citing cases); *In re Mercedes-Benz Emissions Litig.*, No. 16-881, 2021 WL 7833193, at *9 (D.N.J. Aug. 2, 2021) (characterizing Carella Byrne and two other firms as “qualified and experienced in complex class litigation and who have resources, zeal, and a successful record in class cases”); *Sapir v. Averbach*, No. 14-07331, 2015 WL 858283, at *3 (D.N.J. Feb. 26, 2015) (“Carella Byrne, Cecchi, Olstein, Brody & Agnello, P.C., is a well-respected law firm, and its attorneys have experience litigating complex commercial actions.”); *Thomas v. Gerber Prod. Co.*, No. 12-1098, 2012 WL 1606627, at *2 (D.N.J. May 8, 2012) (“[I]t is clear that Carella Byrne has sufficiently demonstrated its qualifications as experienced litigators in the area of class action and complex litigation,” and “has extensive experience in class action litigation dealing with consumer fraud[.]”); *Waudby v. Verizon Wireless Servs., LLC*, 248 F.R.D. 173, 176 (D.N.J. 2008) (“Carella Byrne has extensive class-action experience in class actions involving cases” and “are proven, high-powered litigators involved in some of the most complex class-action lawsuits in the country[.]”).

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/s/ W. Daniel "Dee" Miles, III
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*Class Counsel for Plaintiffs and the
Proposed Class*

EXHIBIT A

beasley 45 allen

1979 - 2024
LAW FIRM



Since 1979, Beasley Allen has been committed to “helping those who need it most.” Our attorneys have helped thousands of clients get the justice they desperately needed and deserved.



About the Firm

ABOUT THE FIRM:

In 1979, Jere Locke Beasley, former Alabama lieutenant governor, decided to leave politics and return to law practice. He founded what is known today as Beasley, Allen, Crow, Methvin, Portis & Miles, P.C., or the Beasley Allen Law Firm.

For more than four decades, our firm has been at the forefront of driving positive change, keeping in line with Jere's unwavering mission of "helping those who need it most." With 100 attorneys and hundreds of support staff, we handle complex litigation cases in state and federal courts across the U.S.

Helping those who need it most, since 1979

Our cases have been featured in major national media outlets such as Time Magazine, Business Week and Forbes. We've represented clients testifying before U.S. congressional committees and have garnered over \$32 billion in verdicts and settlements. With a commitment to justice and a passion for helping those harmed by the actions of others, Beasley Allen has become a trusted and respected leader in the legal community.



Case History

CASE HISTORY:

Beasley Allen's highly qualified attorneys and staff work tirelessly for clients throughout the country. We have a proven track record of successfully representing plaintiffs and claimants in various areas, including Business Litigation, Class Actions, Consumer Protection, Employment Law, Insurance Litigation, Qui Tam Litigation, Mass Torts, Personal Injury, Products Liability and Toxic Torts.

Our team has extensive experience handling complex litigation, attorney general litigation, qui tam litigation, class-action lawsuits and multi-district litigation throughout the U.S., including district and federal courts.

Our team has extensive experience in handling complex litigation

We have played an integral role in consumer multi-district litigation in numerous cases, including those against Vioxx, BP, Toyota SUA, Blue Cross Blue Shield, VW, Chrysler Fiat and others. We have obtained billions in verdicts for our clients against some of this country's largest corporate wrongdoers, including AstraZeneca, GSK, Johnson & Johnson, Johnson & Johnson Consumer Companies, Inc., Imerys Talc America, Inc., Exxon and General Motors.



Top Result Summary

TOP RESULT SUMMARY:

Beasley Allen has a proven track record as lead or co-lead counsel in complex legal cases. We have achieved some of the largest verdicts and settlements in the country of their time in various categories. The firm has achieved successful client outcomes, resulting in numerous multi-million-dollar settlements and verdicts:

- Average wholesale price litigation verdict, **\$30,200,000**, in State of Mississippi v. Sandoz, Inc., filed in the Chancery Court of Rankin County, Mississippi, Case No. 09-00480, Judge Thomas L. Zebert (Dee Miles as Co-Lead Counsel);
- Average wholesale price litigation verdict, **\$30,262,052**, in State of Mississippi v. Watson Laboratories, Inc., et al., filed in the Chancery Court of Rankin County, Mississippi, Case Nos. 09-488, 09-487, and 09-455, Judge Thomas L. Zebert (Dee Miles as Co-Lead Counsel);
- Hormone Therapy Litigation Verdict, **\$5,100,100**, in Okuda v. Wyeth Pharmaceuticals, Inc., filed in the United States District Court of Utah, Northern Division, Case No. 1:04-cv-00080-DN, Judge David Nuffer;
- Hormone Therapy Litigation Verdict, **\$72,600,000**, in Elfont v. Wyeth Pharmaceuticals, Inc., et al., Mulderig v. Wyeth Pharmaceuticals, Inc., et al., Kalenkoski v. Wyeth Pharmaceuticals, Inc., et al., filed in the County of Philadelphia, Court of Common Pleas, Case Nos. July Term 2004, 00924, 00556, 00933, Judge Gary S. Glazer;
- Largest average wholesale price litigation verdict, **\$215,000,000**, in State of Alabama v. AstraZeneca, filed in the Circuit Court of Montgomery County, Alabama, Case No. CV-05-219.10, Judge Charles Price (Dee Miles as Co-Lead Counsel);
- Largest predatory lending verdict in American history **\$581,000,000**, in Barbara Carlisle v. Whirlpool, filed in the Circuit Court of Hale County, Alabama, Case No. CV-97-068, Judge Marvin Wiggins;
- Largest verdict against an oil company in American history, **\$11,903,000,000**, in State of Alabama v. Exxon, filed in the Circuit Court of Montgomery County, Alabama, Case No. CV-99-2368, Judge Tracy S. McCooey;
- Second largest average wholesale price litigation verdict, **\$114,000,000**, in State of Alabama v. GlaxoSmith-Kline - Novartis, filed in the Circuit Court of Montgomery County, Alabama, Case No. CV-05-219.52, Judge Charles Price (Dee Miles as Co-Lead Counsel);

TOP RESULT SUMMARY:

- Talcum Powder Litigation Verdict, **\$55,000,000**, in Ristesund v. Johnson & Johnson, et al., filed in the Circuit Court of St. Louis City, Case No. 1422-CC03012-01, Judge Rex M. Burlison.
- Talcum Powder Litigation Verdict, **\$72,000,000**, in Fox v. Johnson & Johnson, et al., filed in the Circuit Court of St. Louis City, Case No. 1422-CC03012-01, Judge Rex M. Burlison; and
- Third largest average wholesale price litigation verdict, **\$78,000,000**, in State of Alabama v. Sandoz, Inc., filed in the Circuit Court of Montgomery County, Alabama, Case No. CV-05-219.65, Judge Charles Price (Dee Miles as Co-Lead Counsel);
- Tolbert v. Monsanto, private environmental settlement, **\$750,000,000**, filed in the United States District Court for the Northern District of Alabama, Civil Action No. CV-01-1407PWG-S, Judge Paul W. Greene;
- Siqueiros v. General Motors, LLC, largest auto defect class action verdict, **\$102,600,000**, filed in United States District Court for the Northern District of California, Civil Action No. 3:16 CV-07244-emc.

Lead / Co-Lead MDL & Class Actions

LEAD / CO-LEAD MDL & CLASS ACTIONS:

Beasley Allen is one of the country's leading firms involved in complex civil litigation on behalf of claimants, having represented hundreds of thousands of people.

Attorneys from Beasley Allen have been selected by Federal Courts as lead counsel or co-lead counsel in the following complex multi-district and class actions litigations:

- **Cohen v. Subaru Corporation et al.**, United States District Court of New Jersey, Judge Joseph R. Rodriguez, Case No. 1:20-cv-08442-JHR (Dee Miles, Shareholder of Beasley Allen).
- **Hamid Bolooki et al., vs. Honda Motor Co. Ltd. et al.**, United States District Court, Central District of California, Judge Mark C. Scarsi, 2:22-cv-04252-MCS-SK (H. Clay Barnett, III, Principal of Beasley Allen);
- **In Re: American General Life and Accident Insurance Company Industrial Life Insurance Litigation**, United States District Court for the District of South Carolina, Judge Cameron McGowan Currie, MDL No. 11429; (Dee Miles, Shareholder of Beasley Allen);
- **In Re: ARC Airbag Inflators Products Liability Litigation**, United States District Court, Northern District of Georgia, Judge Eleanor L. Ross, 22-md-03051-ELR (Demet Basar, Principal of Beasley Allen);
- **In Re: Dollar General Corp. Fair Labor Standards Acts Litigation**, United States District Court for the Northern District of Alabama, Western Division, Judge U.W. Clemon, MDL No. 1635; (Dee Miles, Shareholder of Beasley Allen);
- **In Re: Johnson & Johnson Aerosol Sunscreen Marketing, Sales Practices and Products Liability Litigation**, United States District Court for the Southern District of Florida, Judge Raag Singhal, MDL No. 3015 (Andy Birchfield and David Byrne, both Shareholders of Beasley Allen);[5]
- **In Re: Johnson & Johnson Talcum Powder Products Marketing, Sales Practices, and Products Liability Litigation**, United States District Court for the District of New Jersey, Judge Freda L. Wolfson, MDL No. 2738 (Leigh O'Dell, Shareholder of Beasley Allen);
- **In Re: Reciprocal of America (ROA) Sales Practices Litigation**, United States District Court for the Western District of Tennessee, Judge J. Daniel Breen, MDL No. 1551; (Dee Miles and Jere Beasley, both Shareholders in Beasley Allen);

LEAD / CO-LEAD MDL & CLASS ACTIONS:

▪ **In Re: Rock 'N Play Sleeper Marketing, Sales Practices, and Products Liability Litigation**, United States District Court for the Western District of New York, Judge Geoffrey Crawford, MDL No. 1:19-mc-2903 (Demet Basar, Principal of Beasley Allen)

▪ **In Re: Social Media Cases**, JCCP No. 5255, Judge Carolyn Kuhl, Department SS12, Los Angeles Superior Court, Lead Case 22STCV21355 (Joseph VanZandt, Principal of Beasley Allen);

▪ **In Re: Vioxx Products Liability Litigation**, United States District Court for the Eastern District of Louisiana, Judge Eldon E. Fallon, MDL No. 1657; (Andy Birchfield, Shareholder of Beasley Allen);

▪ **In Re: Xarelto (Rivaroxaban) Products Liability Litigation**, District of Louisiana, Judge Eldon E. Fallon, Eastern MDL No. 2592;

▪ **Sharon Cheng, et al. v. Toyota Motor Corporation, et al.**, United States District Court, Eastern District of New York, Judge William F. Kuntz, II, 1:20-cv-00629-WFK-CLP (Dee Miles, Shareholder of Beasley Allen) [3];

▪ **Simerlein v. Toyota Motor Corporation et al.**, United States District Court District of Connecticut, Judge Victor A. Bolden, Case No. 3:17-cv-01091-VAB (Dee Miles, Shareholder of Beasley Allen);

▪ **The K's Inc. v. Westchester Surplus Lines Insurance Company**, United States District Court, Northern District of Georgia, Judge William M. Ray, II, 1:20-cv-1724-WMR (Dee Miles, Shareholder of Beasley Allen);

▪ **Tucker Oliver, et al. v. Honda Motor Company Limited, et al.**, United States District Court, Eastern District of Alabama, Judge Madeline Hughes Haikala, 5:20-cv-006666-MHH (Dee Miles, Shareholder of Beasley Allen) [4];

▪ **Weidman et al v. Ford Motor Company**, United States District Court of the Eastern District of Michigan, Judge Gershwin A. Drain, 2:18-cv-12719 (Dee Miles, Shareholder of Beasley Allen) [2].

PEC / PSC MDL & Class Actions

PEC / PSC MDL & CLASS ACTIONS:

Beasley Allen has been appointed to the Plaintiff's Executive Committee and/or Steering Committee in many complex litigations. All of these multidistrict litigations and class actions involved multiple claims against multiple defendants, which required excellent organization and leadership from our attorneys.

Beasley Allen has been appointed to leadership committees in the following MDL and class actions litigations:

- **In Re: Actos (Pioglitazone) Products Liability Litigation, United States District Court for the Western District of Louisiana, Judge Rebecca F. Doherty, MDL No. 2299;**
- **In Re: American Medical Systems, Inc. Pelvic Repair Systems Products Liability Litigation, United States District Court, Southern District of Ohio, Judge Joseph R. Goodwin, MDL No. 2325;**
- **In Re: Androgel Products Liability Litigation, United States District Court for the Northern District of Illinois, Judge Matthew F. Kennelly, MDL No. 2545;**
- **In Re: Apple Inc. Device Performance Litigation, United States District Court for the Northern District of California, Judge Edward J. Davila, MDL 2827;**
- **In Re: Bextra/Celebrex, Bextra and Celebrex Marketing Sales Practices and Product Liability Litigation, United States District Court for the Northern District of California, Judge Charles R. Breyer, MDL No. 1699;**
- **In Re: Biomet M2a Magnum Hip Implant Products Liability Litigation, US District Court for the Northern District of Indiana, Judge Robert L. Miller, Jr., MDL No. 2391;**
- **In Re: Blue Cross Blue Shield Antitrust Litigation, United States District Court for the Northern District of Alabama, Judge R. David Proctor, MDL No. 2406;**
- **In Re: Boston Scientific Corp. Pelvic Repair Systems Products Liability Litigation, United States District Court, Southern District of West Virginia, Judge Joseph R. Goodwin, MDL No. 2326;**
- **In Re: C.R. Bard, Inc. Pelvic Repair Systems Products Liability Litigation, United States District Court, Charleston Division, Judge Joseph R. Goodwin, MDL No. 2187;**
- **In Re: Camp Lejeune Water Litigation, United States District Court for the Eastern District of North Carolina, Judge Robert B. Jones, Jr, Case No. 7:23-cv-897;**

PEC / PSC MDL & CLASS ACTIONS:

▪ **In Re: Chrysler-Dodge-Jeep EcoDiesel Marketing, Sales Practices and Products Liability Litigation**, United States District Court for the Northern District of California, Judge Edward Chin, MDL No. 2777;

▪ **In Re: Coloplast Corp. Pelvic Repair Systems Products Liability Litigation, United States District Court, Charleston Division**, Judge Joseph R. Goodwin, MDL No. 2387;

▪ **In Re: Depuy Orthopaedics, Inc. ASR Hip Implant Products Liability Litigation**, United States District Court for the Northern District of Ohio, Judge David A. Katz, MDL No. 2197;

▪ **In Re: DePuy Orthopaedics, Inc. Pinnacle Hip Implant Products Liability Litigation**, US District Court for the Northern District of Texas, Judge Ed Kinkeade, MDL No. 2244;

▪ **In Re: Ethicon, Inc. Pelvic Repair Systems Products Liability Litigation**, United States District Court, Charleston Division, Judge Joseph R. Goodwin, MDL No. 2327;

▪ **In Re: Fosamax (Alendronate Sodium) Products Liability Litigation (No. II)**, United States District Court District of New Jersey, Judge Garrett E. Brown, Jr., MDL No. 2243;

▪ **In Re: Fosamax Products Liability Litigation**, United States District Court, Southern District of New York, Judge John F. Keenan, MDL No. 1789;

▪ **In Re: Fresenius Granuflo/Naturalyte Dialysate Products Liability Litigation**, United States District Court, District of Massachusetts, Judge Douglas P. Woodlock, MDL No. 2428;

▪ **In Re: Google Inc. Gmail Litigation**; United States District Court for the Northern District of California, San Jose Division, Judge Lucy H. Koh, MDL No. 2430;

▪ **In Re: Hair Relaxer Marketing, Sales Practices, And Products Liability Litigation**, United States District Court for the Northern District of Illinois, Judge Mary M. Royland, MDL No. 3060;

▪ **In Re: Invokana (Canagliflozin) Products Liability Litigation**, United States District Court District of New Jersey, Judge Lois H. Goodman, MDL No. 2750;

▪ **In Re: JUUL Labs, Inc. Marketing, Sales Practices & Products Liability Litigation**, United States District Court for the Northern District of California, Judge William H. Orrick, MDL 2913;

PEC / PSC MDL & CLASS ACTIONS:

▪ **In Re: Lipitor (Atorvastatin Calcium) Marketing, Sales Practices and Products Liability Litigation**, United States District Court for the District of South Carolina, Judge Richard M. Gergel, MDL No. 2502;

▪ **In Re: Mirena IUD Products Liability Litigation**, United States District Court, Southern District of New York, Judge Cathy Seibel, MDL No. 2434;

▪ **In Re: Motor Fuel Temperature Sales Practices Litigation, United States District Court for the Middle District of Kansas**, Judge Kathryn Vratil, MDL No. 1840;

▪ **In Re: Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico**, United States District Court of the Eastern District of Louisiana, Judge Carl J. Barber, MDL No. 2179;

▪ **In Re: Paraquat Products Liability Litigation**, United States District Court for the Southern District of Illinois, Judge Nancy J. Rosenstengel, Case No. 3:21-md-03004-NJR;

▪ **In Re: Prempro Products Liability Litigation**, United States District Court, Eastern District of Arkansas, Western Division, Judge Billy Roy Wilson, MDL No. 1507;

▪ **In Re: Proton-Pump Inhibitor Products Liability Litigation**, United States District Court District of New Jersey, Judge Claire C. Cecchi, MDL No. 2789;

▪ **In Re: Robinhood Outage Litigation**, United States District Court for the Northern District of California, Judge James Donato, Case No. 20-cv-01626-JD;

▪ **In Re: Social Media Adolescent Addiction/Personal Injury Product Liability Litigation**, Civil Action No. 4:22-md-03047-YGR, MDL No. 3047;

▪ **In Re: Stryker Rejuvenate & ABG II Modular Hip Implant Litigation**, Superior Court of New Jersey Law Division: Bergen County, Judge Rachelle L. Harz, Case No. 296 Master Docket No. BER-L-936-13-MCL.

▪ **In Re: Takata Airbag Products Liability Litigation**, United States District Court for the Southern District of Florida, Judge Federico A. Moreno, MDL No. 2599, serving on a discovery committee responsible for two Auto Manufacturer’s discovery[1];

▪ **In Re: Target Corporation Customer Data Security Breach Litigation**, United States District Court for the District of Minnesota, Judge Paul A. Magnuson, MDL No. 2522;

PEC / PSC MDL & CLASS ACTIONS:

▪ **In Re: The Home Depot, Inc., Customer Data Security Breach Litigation**, United States District Court for the Northern District of Georgia, Judge, Thomas W. Thrash, Jr., MDL No. 2583;

▪ **In Re: Toyota Motor Corp. Unintended Acceleration Marketing, Sales Practices, and Products Liability Litigation**, United States District Court for the Central District of California, Judge James V. Selna, MDL No. 2151;

▪ **In Re: Vioxx Products Liability Litigation**, United States District Court for the Eastern District of Louisiana, Judge Eldon E. Fallon, MDL No. 1657;

▪ **In Re: Volkswagen “Clean Diesel” Marketing, Sales Practices, and Products Liability Litigation**; California Northern District (San Francisco), Hon. Charles R. Breyer, Case No. 3:15-md-02672-CRB;

▪ **In Re: Xarelto (Rivaroxaban) Products Liability Litigation**, District of Louisiana, Judge Eldon E. Fallon, Eastern MDL No. 2592;

▪ **In Re: Zantac (Ranitidine) Products Liability Litigation**, United States District Court for the Southern District of Florida, Judge Robin L. Rosenberg, MDL No. 2924;

▪ **In Re: ZF-TRW Airbag Control Units Products Liability Litigation**, United States District Court Central District of California, Judge John A. Kronstadt, MDL No. 2905;

▪ **In Re: Zoloft (Sertraline Hydrochloride) Products Liability Litigation**, United States District Court for the Eastern District of Pennsylvania, Judge Cynthia M. Rufe, MDL No. 2342;

Attorney General Litigation

ATTORNEY GENERAL LITIGATION:

Beasley Allen is a proven leader in Attorney General Litigation on a national level. We have provided legal representation to several states, including Alabama, Alaska, Georgia, Hawaii, Kansas, Kentucky, Louisiana, Mississippi, South Carolina, Utah and West Virginia. The firm has also confidentially investigated matters for other attorneys general.

Our experience in these complex legal cases involves conducting thorough investigations to determine if litigation is necessary, providing counsel to the states on whether to pursue legal action, managing all aspects of litigation once it is filed, negotiating the Attorney General's claims during settlement discussions, and presenting the case in court before a judge and jury and even handling the case on appeal.

Our firm has recovered billions of dollars for multiple states

We have a track record of recovering billions of dollars for various states, with over \$1.5 billion related to state funds. We specialize in representing states and attorneys general in various litigation cases, including cases related to Medicaid fraud, antitrust, consumer protection violations, false claims, fraud, unjust enrichment, false advertising, negligence, breach of contract, nuisance abatement and unfair and deceptive trade practices.

We have handled cases involving fraudulent pricing of prescription drugs on behalf of eight states with Average Wholesale Price issues, represented four states against McKesson Corporation for its fraudulent and unfair practices involving prescription drugs, represented two states in the Fresenius litigation case involving the medical device GranuFlo, and tackled the Unapproved Drugs litigations on behalf of two states concerning the states' reimbursement of drugs with fraudulently obtained Medicaid reimbursement approval status. Additionally, we have dealt with the Usual and Customary litigations regarding the false reporting of pharmacy price lists by the nation's largest chain pharmacies, the Actos litigation, and conducted many other investigations related to consumer protection issues, and states claims against opioid defendants, the manufacture, marketing, pricing, and sale of pharmaceuticals, pharmaceutical devices, and the general provision of goods and services in the healthcare industry.

ATTORNEY GENERAL LITIGATION:

Beasley Allen attorneys were lead counsel in the following Attorney General cases:

- **In Re: Alabama Medicaid Pharmaceutical Average Wholesale Price Litigation filed in the Circuit Court of Montgomery, Alabama**, Master Docket No. CV-2005-219, Judge Charles Price;
- **State of Alabama v. Purdue Pharma, LP, et al.**, Civil Action No. 03-CV-2019-901174, Circuit Court of Montgomery County, Alabama, Judge J.R. Gaines;
- **State of Alabama, ex. rel. Luther Strange, Attorney General v. BP, PLC., et al.**, MDL No. 2179, E.D. La., Judge Carl Barbier
- **State of Alabama, ex. rel. Troy King, Attorney General v. Transocean, Ltd., et al.**, Civil Action No. 2:10-cv-691-MHT-CSC, Middle District of Alabama, Northern Division, Judge Myron H. Thompson;
- **In Re: The Attorney General's Investigation, AGO Case No. AN2014103885, Alaska Pay-for-Delay Antitrust Investigation**;
- **State of Alaska v. Alharma Branded Products Division, Inc., et al.**, Case No.: 3AN-06-12026, Superior Court for the State of Alaska, Third Judicial District at Anchorage, Judge William F. Morse;
- **State of Alaska v. McKesson Corporation and First DataBank, Inc.**, Case No. 3AN-10-11348-CI, Superior Court for the State of Alaska, Third Judicial Circuit of Anchorage, Judge Peter A. Michalski;
- **State of Georgia v. Purdue Pharma, et al.**, Civil Action No. 19-A-00060-2, Superior Court of Gwinnett County, Georgia, Judge Tracie H. Cason; and
- **State of Hawaii, ex rel. v. Abbott Laboratories, Inc., et al.**, Civil Action No. 06-1-0720-04, State of Hawaii, First Circuit, Judge Eden Elizabeth Hifo
- **State of Hawaii, ex rel. v. McKesson Corporation, et al.**, Civil Action No. 10-1-2411-11, State of Hawaii, First Circuit, Judge Gary W. B. Chang;
- **State of Kansas, ex rel. v. McKesson Corporation, et al.**, Case No. 10-CV-1491, Division 2, District Court of Wyandotte County, Kansas, Judge Constance Alvey;
- **In Re: Kansas Medicaid Pharmaceutical Average Wholesale Price Litigation** filed in the District Court of Wyandotte County, Kansas, Master Docket No. MV-2008-0668, Division 7, Judge George A. Groneman;

ATTORNEY GENERAL LITIGATION:

▪ **Commonwealth of Kentucky. v. Fresenius Medical Care Holdings, Inc., et al.**, Civil Action No. 16-CI-00946, Franklin Circuit Court, Div. 2, Judge Thomas D. Wingate;

▪ **State of Louisiana v. Abbott Laboratories, Inc., et al.**, Suit No. 624,522, Sec. 26; Parish of East Baton Rouge, Judge Donald R. Johnson;

▪ **State of Louisiana v. Abbott Laboratories, Inc., et al.**, Docket No. 596164, Sec. 25, 19th Judicial District Court, Parish of East Baton Rouge, Judge Wilson Fields;

▪ **State of Louisiana v. McKesson Corporation**, Docket No. 597634, Sec. 25, 19th Judicial District Court, Parish of East Baton Rouge, Judge Wilson Fields;

▪ **State of Louisiana v. Pfizer, Inc., et al.**, Docket No. 625543, Sec. 24, 19th Judicial District Court, Parish of East Baton Rouge, Judge R. Michael Caldwell;

▪ **State of Louisiana, ex rel. v. Fresenius Medical Care Holdings, Inc., et al.**, Suit No. 631,586, Div. "D"; 19th JDC; Parish of East Baton Rouge, Judge Janice Clark;

▪ **State of Louisiana, et al. v. Molina Healthcare, Inc., et al.**, filed in 19th Judicial District Court, Parish of East Baton Rouge, Suit No. 631612, Judge Janice Clark;

▪ **State of Louisiana, et al. v. Takeda Pharmaceuticals America, Inc., et al.**, filed in 19th Judicial District Court, Parish of East Baton Rouge, Suit No. 637447, Judge R. Michael Caldwell;

▪ **State of Mississippi v. Actavis Pharma, Inc., et al.**, Civil Action No. 17-cv-000306, Hinds County Chancery Court, District 1, Judge Patricia D. Wise;

▪ **State of Mississippi v. Barr Laboratories, Inc., et al.**, Civil Action No. 17-cv-000304, Hinds County Chancery Court, District 1, Judge J. Dewayne Thomas;

▪ **State of Mississippi v. Camline, L.L.C. (f/k/a PamLab, L.L.C.)**, Civil Action No. 17-cv-000307, Hinds County Chancery Court, District 1, Judge J. Dewayne Thomas;

▪ **State of Mississippi v. E. Claiborne Robins Company, Inc., et al.**, Civil Action No. 17-cv-000305, Hinds County Chancery Court, District 1, Judge Denise Owens;

▪ **State of Mississippi v. Endo Pharmaceuticals, Inc.**, Civil Action No. 17-cv-000309, Hinds County Chancery Court, District 1, Judge J. Dewayne Thomas;

▪ **State of Mississippi v. United Research Laboratories, Inc., et al.**, Civil Action No. 17-cv-000308, Hinds County Chancery Court, District 1, Judge Denise Owens;

ATTORNEY GENERAL LITIGATION:

▪ **State of Mississippi v. CVS Health Corporation, et al.**, DeSoto County, Third Chancery District, Trial Court No. 16-cv-01392, Judge Mitchell M. Lundy, Jr.;

▪ **In Re: Mississippi Medicaid Pharmaceutical Average Wholesale Price Litigation** filed in the Chancery Court of Rankin County, Mississippi, Master Docket No. 09-444, Judge W. Hollis McGehee;

▪ **State of Mississippi v. Fred's, Inc., et al.**, DeSoto County, Third Chancery District, Trial Court No. 16-cv-01389, Judge Mitchell M. Lundy, Jr.;

▪ **State of Mississippi v. Rite Aid Corporation, et al., DeSoto County, Third Chancery District**, Trial Court No. 16-cv-01390, Judge Percy L. Lynchard, Jr.;

▪ **State of Mississippi v. Walgreen Co., et al.**, DeSoto County, Third Chancery District, Trial Court No. 16-cv-01391, Judge Mitchell M. Lundy, Jr.;

▪ **State of South Carolina v. Abbott Laboratories, Inc., et al.**, In Re: South Carolina Pharmaceutical Pricing Litigation, Master Caption Number: 2006-CP-40-4394, State of South Carolina, County of Richland, Fifth Judicial Circuit, Judge J. Cordell Maddox, Jr.;

▪ **State of West Virginia v. Merck-Medco**, Civil Action No. 02-C-2944, Circuit Court of Kanawha County, West Virginia, Judge Jennifer F. Bailey;

▪ **State of Utah v. Abbott Laboratories, et al.**, filed in the Third Judicial District Court of Salt Lake City, Utah, Case No. 07-0915690, Judge Robert Hilder;

▪ **State of Utah v. Actavis US, et al.**, filed in Third Judicial District Court of Salt Lake City, Utah, Case No. 07-0913717, Judge Kate A. Toomey; and

▪ **State of Utah v. Apotex Corporation, et al.**, filed in the Third Judicial District Court of Salt Lake City, Utah, Case No. 08-0907678, Judge Tyrone E. Medley.

Practices: Class Actions

Beasley Allen is also a leader in complex class action litigation. We have successfully brought several class actions, some transferred to multidistrict litigation filed in federal and state courts.

Those cases include:

- **Ace Tree Surgery, Inc. v. Terex Corporation, et al.**, Case No. 1:16-cv-00775-SCJ D (N.D. Ga., filed July 22, 2015);
- **Coates v. MidFirst Bank**, 2:14-cv-01079 (N.D. Ala., certified July 29, 2015);
- **Danny Thomas, et al. v. Southern Pioneer Life Insurance Company**, No. CIV-2009-257JF, in the Circuit Court of Greene County, State of Arkansas;
- **Dickman, et al. v. Banner Life Insurance Company, et al.**, Case No. 1:16-cv-00192-WMN (D. Md., filed January 19, 2016);
- **Dolores Dillon v. MS Life Insurance Company n/k/a American Bankers Life Assurance Company of Florida**, No. 03-CV-2008-900291, in the Circuit Court of Montgomery County, Alabama;
- **Estrada v. Johnson & Johnson, et al.**, Case No. 2:14-cv-01051-TLN-KJN (E.D. Cal., filed April 28, 2014);
- **Gerrell Johnson v. Subaru of America, Inc. et al.**, Case No. 2:19-cv-05681-JAK-MAA (C.D. Cal., filed June 28, 2019); Thondukolam et al., vs. Corteva, Inc., et al., Case No. 4:19-cv-03857 (N.D. Cal., filed July 3, 2019);
- **In Re: Volkswagen “Clean Diesel” Marketing, Sales Practices, and Products Liability Litigation**, 3:15-md-02672 (N.D. Cal., settlements approved October 25, 2016, and May 17, 2017);
- **In Re: Apple Inc. Device Performance Litigation**, Case No. 5:18-md-02827-EJD (N.D. Cal., filed April 5, 2018);
- **In Re: ARC Airbag Inflators Products Liability Litigation**, 22-md-03051-ELR (N.D. Ga.). Beasley Allen’s class action cases involve a variety of complex legal issues.
- **In Re: Domestic Airline Travel Antitrust Litigation**, Case No. 1:15-mc-01404-CKK (D.D.C., filed October 13, 2015);

▪ **In Re: Facebook, Inc., Consumer Privacy User Profile Litigation**; Case No. 5:18-md-02827-EJD (N.D. Cal., filed June 6, 2018);

▪ **In Re: German Automotive Manufacturers Antitrust Litigation**, Case No. 3:17-md-02796-CRB (N.D. Cal., filed October 5, 2017);

▪ **In Re: Polaris Marketing, Sales Practices, and Products Liability Litigation**, Case No. 0:18-cv-00939-WMW-DTS (D. Minn., filed April 5, 2018);

▪ **In Re: Takata Airbag Products Liability Litigation**, 1:15-md-02599 (S.D. Fla.); Bolooki et al., vs. Honda Motor Co. Ltd. et al., 2:22-cv-04252-MCS-SK (C.D. Cal.);

▪ **In Re: The Home Depot, Inc., Customer Data Security Breach Litigation**, Case No. Case 1:14-md-02583-TWT (N.D. Ga., filed November 13, 2014);

▪ **Intel Corp. CPU Marketing, Sales Practices and Products Liability Litigation**, Case No. 3:18-md-02828 (D. Or., filed April 5, 2018);

▪ **Jason Compton et al v. General Motors, LLC**, Case No. 1:19-cv-00033-MW-GRJ (N.D. Fla., filed February 21, 2019);

▪ **Simerlein v. Toyota Motor Corporation et al.**, Case No. 3:17-cv-01091-VAB (D. Conn., filed June 30, 2017);

▪ **Kerkorian et al v. Nissan North America, Inc.**, Case No. 18-cv-07815-DMR (N.D. Cal., filed December 31, 2018);

▪ **Larry Clairday, et al. v. Tire Kingdom, Inc., et al.**, No. 2007-CV-020 (S.D. Ga.);

▪ **Lesley S. Rich, et al. v. William Penn Life Insurance Company of New York**, Case No. 1:17-cv-02026-GLR (D. Md., filed July 20, 2017);

▪ **Monteville Sloan, Jr. v. General Motors LLC**, Case No. 3:16-cv-07244-EMC (C.D. Cal., filed December 19, 2016);

▪ **Scott Peckerar et al. v. General Motors, LLC**, Case No. 5:18-cv-02153-DMG-SP (C.D. Cal., filed December 9, 2018);

▪ **Sigfredo Rubio et al., vs. ZF-TRW Automotive Holdings Corp., et al.**, Case No. 2:19-cv-11295-LVP-RSW (E.D. Mich., filed May 3, 2019);

PRACTICES: CLASS ACTIONS

- **Vivian Farris, et al. v. U.S. Financial Life Insurance Company**, Case No. 1:17-cv-417 (S.D. Ohio, filed June 19, 2017);
- **Walls v. JP Morgan Chase Bank, N.A.**, 3:11-cv-00673 (W.D. Ky., certified October 13, 2016);
- **Weidman, et al. v. Ford Motor Co.**, Case No. 2:18-cv-12719 (E.D. Mich., filed August 30, 2018);
- **William Don Cook v. Ford Motor Company**, Case No. 2:19-cv-00335-ECM-GMB (M.D. Ala., filed May 8, 2019);
- **Wimbreth Chism, et al. v. The Pantry, Inc. d/b/a Kangaroo Express**, No. 7:09-CV-02194-LSC (N.D. Ala.);

Qui Tam Litigation

QUI TAM LITIGATION:

Beasley Allen's qui tam cases involve various complex legal issues, such as violations of the Anti-Kickback Statute, Stark Law, Medicare/Medicaid fraud, military contractor fraud, abuse of Title IV funds, federal grant fraud and government contracting malfeasance.

Beasley Allen specializes in qui tam litigation. For example, our firm settled a significant qui tam case against U.S. Investigations Services, Inc. (USIS), a private government contractor, for \$30 million in collaboration with the U.S. Department of Justice (DOJ). The case is United States ex rel. Blake Percival v. U.S. Investigations Services, Inc., Civil Action No. 2:11-cv-527-WKW, (M.D. Ala.).

Beasley Allen is also a leader in complex class action litigation.

In another case, Beasley Allen represented one of six whistleblowers responsible for a \$39 million settlement in a False Claims Act case. The case, United States, et al., ex rel. Jada Bozeman v. Daiichi-Sankyo Company, Civil Action No. 14-cv-11606-FDS, alleged illegal kickbacks and off-label marketing against Daiichi-Sankyo Company, Ltd.

Firm Resource Summary

FIRM RESOURCE SUMMARY:

Beasley Allen's primary offices are located in Atlanta, Georgia; Mobile, Alabama; and Montgomery, Alabama, although our firm has attorneys and clients throughout the country. We have over one hundred attorneys nationwide and over double the amount of support staff. In addition to our litigation teams, Beasley Allen maintains a full-time information technology department and a marketing department, allowing our attorneys to present cases for our clients at hearings and trials with help from the latest technology. This keeps our firm at the forefront of multi-media and case management.

We advocate for better business practices, resulting in positive outcomes for clients and communities. This has led to significant benefits for Americans in the workplace, the automotive industry, healthcare, consumers and the use of daily products.

For more information on our cases, consumer safety topics and original interviews with our attorneys and clients, please visit our website, BeasleyAllen.com.



EXHIBIT B

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SEEGERWEISS_{LLP}

One of the preeminent trial law firms in the nation, Seeger Weiss is best known for its landmark verdicts and settlements in multidistrict mass tort and class action litigation on behalf of consumers, veterans, athletes, farmers, municipalities, counties, and other injured parties. Since its founding in 1999, the firm has led and tried some of the most complex and high-profile litigations in the nation, including multiple bellwether trials, in both state and federal courts.

Team

Managing partners:

- Christopher A. Seeger
- Stephen A. Weiss
- David R. Buchanan

Total partners: 12

Total lawyers: 50

Languages

- English
- German
- Hebrew
- Hindi
- Korean
- Russian
- Spanish
- Urdu

Offices

New Jersey

55 Challenger Road
Ridgefield Park, NJ 07660

New York

100 Church Street
New York, NY 10007

Pennsylvania

325 Chestnut Street
Suite 917
Philadelphia, PA 19106

Massachusetts

1280 Centre Street
Suite 230
Newton, MA 02459

Representative Cases

Consumer Protection / Product Liability

Social Media Adolescent Addiction/Personal Injury Products Liability Litigation

NORTHERN DISTRICT OF CALIFORNIA – MDL No. 3047

Co-lead counsel in MDL prosecuting product liability claims targeting social media platforms.

Philips Recalled CPAP, Bi-Level Pap, and Mechanical Ventilator Products Litigation

WESTERN DISTRICT OF PENNSYLVANIA – MDL No. 3014

Co-lead counsel in MDL prosecuting claims arising from recalled medical product. Uncapped \$479 million economic loss class action settlement for patients and payers impacted by recall.

3M Combat Arms Earplug Products Liability Litigation

NORTHERN DISTRICT OF FLORIDA – MDL No. 2885

Co-lead counsel in MDL prosecuting product liability claims arising from product. Over \$6 billion settlement on behalf of 250,000 servicemembers and veterans.

Intel Corp. CPU Marketing, Sales Practices & Products Liability Litigation

DISTRICT OF OREGON – MDL No. 2828

Co-lead counsel in class action prosecuting consumer fraud, product defect and related claims.

American Medical Collection Agency, Inc. Customer Data Security Breach Litigation

DISTRICT OF NEW JERSEY – MDL No. 2904

Co-lead counsel (Quest Track) in class action prosecuting consumer data privacy claims.

Davol, Inc. / C.R. Bard Inc. Polypropylene Hernia Mesh Products Liability Litigation

SOUTHERN DISTRICT OF OHIO – MDL No. 2846

Executive Committee member in MDL prosecuting product liability claims arising from medical product.

Volkswagen “Clean Diesel” Marketing, Sales Practices, & Products Liability Litigation

NORTHERN DISTRICT OF CALIFORNIA – MDL No. 2672

Steering Committee in class action arising from consumer fraud. Over \$20 billion settlement on behalf of over 500,000 class members.

Mercedes-Benz Emissions Litigation

DISTRICT OF NEW JERSEY

Co-counsel prosecuting class action alleging consumer fraud, RICO, and related claims. \$700 million settlement on behalf of class members.

Fenner et al. v. General Motors LLC et al.

EASTERN DISTRICT OF MICHIGAN

Co-counsel prosecuting class action alleging consumer fraud, RICO, and related claims.

Counts et al. v. General Motors, LLC

EASTERN DISTRICT OF MICHIGAN

Co-counsel prosecuting class action alleging consumer fraud, RICO, and related claims.

Bledsoe et al. v. FCA US LLC et al.

EASTERN DISTRICT OF MICHIGAN

Co-counsel prosecuting class action alleging consumer fraud, RICO, and related claims.

Gamboa et al. v. Ford Motor Company et al.

EASTERN DISTRICT OF MICHIGAN

Co-counsel prosecuting class action alleging consumer fraud, RICO, and related claims.

Rickman v. BMW of North America

DISTRICT OF NEW JERSEY

Co-counsel prosecuting class action alleging consumer fraud, RICO, and related claims.

FieldTurf Artificial Turf Marketing & Sales Practices Litigation

DISTRICT OF NEW JERSEY – MDL No. 2779

Co-lead counsel prosecuting class action for fraud, product defect, and related claims.

Chinese-Manufactured Drywall Products Liability Litigation

EASTERN DISTRICT OF LOUISIANA – MDL No. 2047

Lead trial counsel and trial committee chair in MDL prosecuting fraud, product defect, and related claims. Over \$1 billion settlement on behalf of nearly 5,000 plaintiffs.

Depuy Orthopaedics, Inc. ASR Hip Implant Products Multidistrict Litigation

NORTHERN DISTRICT OF OHIO – MDL No. 2197

Executive Committee in MDL prosecuting fraud, product defect, and related claims. \$2.5 billion

settlement.

Catastrophic Injury

NFL Players' Concussion Injury Litigation

EASTERN DISTRICT OF PENNSYLVANIA – MDL No. 2323

Co-lead counsel and chief negotiator for class of former NFL players. Over \$1 billion uncapped settlement fund plus medical testing program on behalf of over 20,000 plaintiffs.

Wildcats Bus Crash Litigation

NEW YORK SUPREME COURT OF LIVINGSTON COUNTY

Lead counsel. \$2.25 million verdict followed by \$36 million settlement on behalf of 11 plaintiffs.

Drug Injury

National Prescription Opiate Litigation

NORTHERN DISTRICT OF OHIO – MDL No. 2804

Member of Plaintiffs' Executive Committee, Settlement Committee, Manufacturers' Committee, Law and Briefing Committee, as well as co-lead counsel for Negotiation Class in MDL prosecuting RICO, public nuisance, and related claims on behalf of local governments.

Proton-Pump Inhibitor Products Liability Litigation (No. II)

DISTRICT OF NEW JERSEY – MDL No. 2789

Co-lead counsel in ongoing MDL representing individuals injured by gastric acid reduction medication. \$533.5 million in settlements with multiple defendants.

Elmiron (Pentosan Polysulfate Sodium) Products Liability Litigation

DISTRICT OF NEW JERSEY – MDL No. 2973

Co-lead counsel in MDL representing individuals injured by interstitial cystitis medication.

Testosterone Replacement Therapy Products Liability Litigation

NORTHERN DISTRICT OF ILLINOIS – MDL No. 2545

Co-lead counsel and lead trial counsel in MDL representing individuals injured by testosterone medication. \$140 million verdict in bellwether case Konrad v. AbbVie Inc. and \$150 million verdict in bellwether case Mitchell v. AbbVie Inc.

Invokana Products Liability Litigation

DISTRICT OF NEW JERSEY – MDL No. 2750

Co-lead counsel in MDL representing individuals injured by diabetes medication. Confidential settlement on behalf of plaintiffs.

Vioxx Products Liability Litigation

EASTERN DISTRICT OF LOUISIANA – MDL No. 1657

Co-lead counsel in MDL representing individuals injured by pain medication. \$4.85 billion global settlement on behalf of more than 45,000 plaintiffs in approximately 27,000 claims.

Zyprexa Products Liability Litigation

EASTERN DISTRICT OF NEW YORK – MDL No. 1596

Liaison counsel. \$700 million first-round settlement and \$500 million second-round settlement.

Kendall v. Hoffman-La Roche, Inc.

SUPREME COURT OF NEW JERSEY

Co-trial counsel. \$10.6 million verdict on behalf of plaintiff.

McCarrell v. Hoffman-La Roche, Inc.

SUPREME COURT OF NEW JERSEY

Liaison counsel. \$25.16 million verdict on behalf of plaintiff.

Rossitto & Wilkinson v. Hoffmann La Roche, Inc.

NEW JERSEY SUPERIOR COURT

Lead trial counsel. \$18 million verdict on behalf of two plaintiffs.

Accutane Litigation

NEW JERSEY SUPERIOR COURT – MDL No. 2523

Lead trial counsel. \$25.5 million verdict on behalf of plaintiff.

Humeston v. Merck & Co.

NEW JERSEY SUPERIOR COURT

Co-trial counsel. \$47.5 million verdict on behalf of plaintiff.

Vytorin/Zetia Marketing, Sales Practices, & Products Liability Litigation

DISTRICT OF NEW JERSEY – MDL No. 1938

Co-liaison counsel and principal negotiator. \$41.5 million settlement.

Phenylpropanolamine (PPA) Products Liability Litigation

WESTERN DISTRICT OF WASHINGTON – MDL No. 1407

Co-lead counsel and principal negotiator. Over \$40 million nationwide settlement.

Xarelto (Rivaroxaban) Products Liability Litigation

EASTERN DISTRICT OF LOUISIANA – MDL No. 2592

Plaintiffs’ Steering Committee member in MDL. \$775 million settlement on behalf of more than 25,000 plaintiffs.

Opioids Liability

National Prescription Opiate Litigation

NORTHERN DISTRICT OF OHIO – MDL No. 2804

Member of Plaintiffs’ Executive Committee, Settlement Committee, Manufacturers’ Committee, and Law & Briefing Committee in multidistrict litigation prosecuting RICO, public nuisance and related claims on behalf of local governments. Co-lead counsel for Negotiation Class.

Bergen County v. Purdue Pharma, L.P.

NORTHERN DISTRICT OF OHIO

Co-counsel prosecuting nuisance, negligence, fraud, and related claims.

Camden County v. Purdue Pharma, L.P.

NORTHERN DISTRICT OF OHIO

Co-counsel prosecuting nuisance, negligence, fraud, and related claims.

Essex County v. Purdue Pharma, L.P.

NORTHERN DISTRICT OF OHIO

Co-counsel prosecuting nuisance, negligence, fraud, and related claims.

City of Jersey City v. Purdue Pharma, L.P.

NORTHERN DISTRICT OF OHIO

Co-counsel prosecuting nuisance, negligence, fraud, and related claims.

Township of Bloomfield v. Purdue Pharma, L.P.

NORTHERN DISTRICT OF OHIO

Co-counsel prosecuting nuisance, negligence, fraud, and related claims.

Township of Irvington v. Purdue Pharma, L.P.

NORTHERN DISTRICT OF OHIO

Co-counsel prosecuting nuisance, negligence, fraud, and related claims.

Antitrust

Humira (Adalimumab) Antitrust Litigation

NORTHERN DISTRICT OF ILLINOIS

Executive Committee member in class action prosecuting antitrust claims for end-payors.

German Automotive Manufacturers Antitrust Litigation

NORTHERN DISTRICT OF CALIFORNIA – MDL No. 2796

Plaintiffs' Steering Committee member in class action prosecuting consumer antitrust claims.

Liquid Aluminum Sulfate Antitrust Litigation

DISTRICT OF NEW JERSEY – MDL No. 2687

Plaintiffs' Steering Committee member in class action prosecuting antitrust claims on behalf of water treatment chemical purchasers. \$33 million settlement.

Polyurethane Foam Antitrust Litigation

NORTHERN DISTRICT OF OHIO – MDL No. 2196

Executive Committee member in class action prosecuting antitrust claims on behalf of direct purchasers. Approximately \$428 million settlement.

Securities

Potter v. Valeant Pharmaceuticals International, Inc. et al.

DISTRICT OF NEW JERSEY

Liaison counsel in class action prosecuting securities fraud claims. \$1.2 billion settlement.

Novo Nordisk Securities Litigation

DISTRICT OF NEW JERSEY

Co-liaison counsel and member of Executive Committee in securities fraud class action.

Pfizer Inc. Securities Litigation

SOUTHERN DISTRICT OF NEW YORK

Class and science counsel, lead counsel for class plaintiffs in Daubert hearing, and designated trial counsel. Case resolved with a \$486 million cash settlement fund for the aggrieved investors.

Environmental/Toxic Exposure

East Palestine Train Derailment Litigation

NORTHERN DISTRICT OF OHIO

Member of Plaintiffs' Executive Committee in class action prosecuting negligence, nuisance, and

SEEGERWEISS^{LLP}

product liability claims.

Aqueous Film-Forming Foams (AFFF) Products Liability Litigation

DISTRICT OF SOUTH CAROLINA – MDL No. 2873

Member of Plaintiffs’ Executive Committee in MDL. Global settlements totaling more than \$13 billion on behalf of state and local governments.

Syngenta AG MIR 162 Corn Litigation

DISTRICT OF KANSAS – MDL No. 2591

Member of Plaintiffs’ Executive Committee. Certification of eight statewide and one nationwide class. Member of Plaintiffs’ Settlement Negotiating Committee and principal negotiator. \$1.51 billion nationwide settlement.

Bayer CropScience Rice Contamination Litigation

EASTERN DISTRICT OF MISSOURI – MDL No. 1811

Executive Committee in MDL. \$750 million settlement.

“StarLink” Corn Products Litigation

NORTHERN DISTRICT OF ILLINOIS – MDL No. 1403

Co-lead counsel in class action MDL. \$110 million settlement.

Owens v. ContiGroup Companies

WESTERN DISTRICT OF MISSOURI

Lead trial counsel. \$11 million settlement for 15 plaintiffs.

ERISA

Alcantara v. Bakery & Confectionery Union & Industry International Pension Fund Pension Plan a/k/a In re Bakery & Confectionery Union & Industry International Pension Fund Pension Plan

SOUTHERN DISTRICT OF NEW YORK

Working with co-counsel, obtained a favorable published decision, affirmed on appeal, that pension plan amendment violated ERISA’s “anti-cutback” provision, resulting in restoration of subsidized early retirement benefits eligibility for some 540 former workers.

In re Delta Air Lines

NORTHERN DISTRICT OF GEORGIA – MDL No. 1424

Secured \$16 million settlement on behalf of retired Delta Air Lines pilots who had been hired before 1972 and who challenged a pension plan amendment as violative of ERISA’s “anti-cutback” provision.

In re BellSouth Corp. ERISA Litigation

NORTHERN DISTRICT OF GEORGIA

Helped obtain a class action settlement, on behalf of tens of thousands of BellSouth management employees alleging “Enron-like” breaches of fiduciary duty against the company and the administrators of those employees’ 401(k) plan, that provided for, among other things, BellSouth to make matching 401(k) contributions in cash rather than company stock for a three-year period.

EXHIBIT C



CLASS ACTION RESUME

Formed in 1976, Carella Byrne is one of the leading law firms in the New Jersey – New York metropolitan area, serving a diverse clientele ranging from small businesses to Fortune 500 corporations. Carella Byrne’s class action practice - founded and led by James E. Cecchi - is one of the preeminent consumer class action firms in the State of New Jersey and across the United States. Mr. Cecchi has held leadership positions in many of the nation’s most complex and important consumer class actions effecting consumer rights in the last ten years. The most recent examples are: (1) *In re Volkswagen “Clean Diesel” Marketing, Sales Practices, and Products Liability Litigation*; (2) *In re Takata Airbag Product Defect Litigation*; (3) *In re National Prescription Opiate Litigation*; (4); *In re American Medical Collection Agency, Inc., Customer Data Security Breach Litigation*; (5) *In re Mercedes-Benz Emissions Litigation*; (6) *In re Liquid Aluminum Sulfate Antitrust Litigation*; (7) *In re Volkswagen Timing Chain Product Liability Litigation*; (8) *In re Insulin Pricing Litigation*.

REPRESENTATIVE MATTERS

- *In re: Volkswagen “Clean Diesel” Marketing, Sales Practices, and Products Liability Litigation*, MDL No. 2672 (N.D. Cal.) (Hon. Charles R. Breyer) (James Cecchi appointed to Steering Committee and as Settlement Class Counsel; settlement in excess of \$15,000,000,000 for consumer fraud and warranty claims arising from the use of a defeat device to evade U.S. emissions regulations.)
- *In re: Takata Airbag Products Liability Litigation*, MDL No. 2599 (S.D. Fla.) (Hon. Frederico A. Moreno) (James Cecchi appointed to Steering Committee and as Settlement Class Counsel; settlement in excess of \$1,500,000,000 for consumer fraud and warranty claims arising from use of defective and dangerous airbags; the case is ongoing as it pertains to second-wave defendants, including Mercedes Benz USA.)
- *In re: American Medical Collection Agency, Inc. Customer Data Security Breach Litigation*, MDL No. 2904 (D.N.J.) (Hon. Madeline Cox Arleo) (James Cecchi appointed sole Lead Counsel in national Multi-District data breach litigation.)
- *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) (Hon. Dan A. Polster) (James Cecchi appointed to Plaintiffs’ Executive Committee relating to marketing of opioid drugs. Recent settlements include a proposed \$26 billion settlement with the nation’s largest drug distributors and Johnson & Johnson. Recent trial team victories include Track 3 bellwether of \$650.6 million.)
- *In re: Mercedes-Benz Emissions Litigation*, Civil Action No. 16-cv-881 (D.N.J.) (Hon. Kevin McNulty) (James Cecchi appointed as Interim Co-Lead Counsel for Plaintiffs and the Proposed Class in a case arising out of the alleged use of a defeat device to evade U.S. emissions regulations; settlement with value in excess of \$700,000,000 granted final approval.)

- *In Re: Vytorin/Zetia Marketing, Sales Practices and Products Liability Litigation*, MDL No. 1938 (D.N.J.) (Hon. Dennis M. Cavanaugh); *In re Schering-Plough/Enhance Securities Litigation*, Civil Action No.: 08-cv-397 (D.N.J.) (Hon. Dennis M. Cavanaugh); *In re Merck & Co., Inc. Vytorin/Zetia Securities Litigation*, Civil Action No.: 08-cv-2177 (D.N.J.) (Hon. Dennis M. Cavanaugh) (consumer and securities fraud claims arising from marketing and sale of anti-cholesterol drugs Vytorin and Zetia) (Co-Lead Counsel in Consumer Cases which settled for \$41,500,000 and Liaison Counsel in Securities Cases which collectively settled for \$688,000,000.)
- *In re: Liquid Aluminum Sulfate Antitrust Litigation*, MDL No. 2687 (D.N.J.) (Hon. Jose L. Linares) (James Cecchi appointed as Lead Counsel and secured a settlement of greater than \$100,000,000.)
- *In Re Effexor XR Antitrust Litigation*, Civil Action No. 11-cv-5661 (D.N.J.) (Hon. Joel A. Pisano) (claims on behalf of indirect purchasers of brand-name drug alleging that manufacturer obtained patent by fraud and enforced patent by sham litigation to maintain illegal monopoly of brand-name drug. James Cecchi appointed as Chair of Plaintiffs' Indirect Purchaser Executive Committee.)
- *Davis Landscape v. Hertz Equipment Rental*, Civil Action No. 06-cv-3830 (D.N.J.) (Hon. Dennis M. Cavanaugh) (Co-Lead Counsel in settlement valued at over \$50,000,000 on behalf of contested nationwide class asserting claims that HERTZ' loss/damage waiver charges violated the New Jersey Consumer Fraud Act because it provides no benefit to customers.)
- *In Re: Merck & Co., Inc., Securities, Derivative & "ERISA" Litigation*, MDL No. 1658 (D.N.J.) (Hon. Stanley R. Chesler) (securities fraud claims arising from Merck's failure to disclose problems with commercial viability of anti-pain drug Vioxx which settled for more than \$1,000,000,000.)
- *In re: Mercedes-Benz Tele-Aid Contract Litigation*, MDL No. 1914 (Hon. Dickson R. Debevoise) (Co-Lead Counsel in \$40,000,000 settlement of consumer fraud claims arising from Mercedes' failure to notify Tele-Aid customers of mandated change from analog to digital system, and charging customers to replace system Mercedes knew would be obsolete.)

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

GILLES COHEN, MUHAMMAD ADNAN,
DONNY WOO, BENJAMIN MOORE,
MARY LOU PLANTE, MEREDITH MEIN
DE VERA, DAN ROSENTHAL,
ALEXANDRA EFANTIS, BLAISE
FONTENOT, JOHN MICKLO, TROY
PERRY, JAQUELINE FERGUSON,
KATHERINE GRIFFIN, KATHERINE
MUTSCHLER, BENJAMIN
CHRISTENSEN, JENNIFER LILLEY,
STEVEN BIONDO, CHANTEL NELSON,
JACQUELINE BROCKMAN, MARTY
BROWN, CHRISTINE KING, KEVIN
KING, PAULA WEEKS, MARTIN
TORRESQUINTERO, COLE SWEETON,
CHRISTINE SCHULTZ, DAVID
SROELOV,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

SUBARU OF AMERICA, INC. and DENSO
INTERNATIONAL OF AMERICA, INC.,

Defendants.

Civil Action No. 1:20-cv-08442-JHR-
AMD

SETTLEMENT AGREEMENT

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WHEREAS, Plaintiffs' Second Amended Consolidated Class Action Complaint in the above-referenced Action (all terms defined below) allege that certain Denso fuel pumps in certain Subaru vehicles are defective;

WHEREAS, Class Counsel have conducted substantial discovery, have investigated the facts and underlying events relating to the subject matter of the Action, have retained an independent automotive engineering consultant to analyze the alleged defect and potential solutions, have carefully analyzed the applicable legal principles, and have concluded, based upon their investigation, and taking into account the risks, uncertainties, burdens, and costs of further prosecution of the Action, and taking into account the substantial benefits to be received pursuant to this Settlement Agreement and that a resolution and compromise on the terms set forth herein is fair, reasonable, adequate, and in the best interests of Class Representatives and the other Class Members, and treats Class Members fairly and equitably in relation to one another;

WHEREAS, Subaru and Denso, for the purpose of avoiding burden, expense, risk, and uncertainty of continuing to litigate the Action, and for the purpose of putting to rest all controversies with Class Representatives, the other Class members, the Action, and claims that were or could have been alleged, except as otherwise set forth herein, and without any admission of liability or wrongdoing, desires to enter into this Settlement Agreement;

WHEREAS, as a result of extensive arm's length negotiations, Class Representatives, Class Counsel, Subaru, and Denso have entered into this Settlement Agreement;

WHEREAS, Class Counsel represent and warrant that they are fully authorized to enter into this Settlement Agreement on behalf of Class Representatives, and that Class Counsel have consulted with and confirmed that all proposed Class Representatives fully support and have no objection to this Settlement Agreement; and

WHEREAS, it is agreed that this Settlement Agreement shall not be deemed or construed to be an admission, concession, or evidence of any violation of any federal, state, or local statute, regulation, rule, or other law, or principle of common law or equity, or of any liability or wrongdoing whatsoever, by Subaru, Denso, or any of the Released Parties, or of the truth or validity of any of the claims that Class Representatives have asserted;

NOW, THEREFORE, without any admission or concession by Class Representatives or Class Counsel of any lack of merit to their allegations and claims, and without any admission or concession by Subaru or Denso of any liability or wrongdoing or lack of merit in its defenses, in consideration of the mutual covenants and terms contained herein, and subject to both the preliminary and final approval by the Court, Class Counsel, Class Representatives, Subaru, and Denso agree as follows:

I. PROCEDURAL HISTORY

A. On April 23, 2020, Plaintiffs Katherine Griffin, Janet Oakley, and Adam Whitley filed a class action complaint in the United States District Court for the Northern District of Alabama, Katherine Griffin, *et al.* v. Subaru of America, Inc., *et al.*, Case No. 2:20-cv-00563-ACA (N.D.AL.), asserting claims related to Subaru’s April 16, 2020 recall report (the “Recall Report”) to NHTSA voluntarily recalling nearly 190,000 Subaru vehicles manufactured between June 18, 2018 and February 25, 2019 with low-pressure Denso fuel pumps (together with the expansion referenced below, the “Recall”). The Recall Report states:

The affected vehicles may be equipped with a low-pressure fuel pump produced during a specific timeframe which includes an impeller that was manufactured with a lower density. If the surface of the lower density impeller is exposed to solvent drying for longer periods of time, it may develop fine cracks. Those cracks may lead to excessive fuel absorption, resulting in impeller deformation. Over time, the impeller may become deformed enough to interfere with the body of the fuel pump, potentially causing the low-pressure fuel pump to become inoperative.

Plaintiffs asserted claims on behalf of a statewide class for: (1) violations of Alabama Deceptive Trade Practices Act, Ala. Stat. Ann §§ 8-19-1, *et seq.*; (2) strict product liability; (3) breach of express warranty; (4) breach of implied warranty of merchantability; (5) negligent recall; (6) fraudulent omission; (7) unjust enrichment; and, on behalf of a nationwide class, (8) a claim for violations of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, *et seq.* Plaintiffs also alleged that the Recall was deficient because additional Subaru vehicles shared the same Fuel Pump that gave rise to the Recall.

B. On April 27 and June 11, 2020, Denso recalled over 2 million of its Fuel Pumps, which included the Fuel Pumps recalled by Subaru.

C. Between June 20, 2020 and July 10, 2020, three other putative class actions were filed in other federal courts making substantially similar allegations as those in *Griffin*. These other cases were: *Gilles Cohen, et al v. Subaru Corporation, et al.*, Case No. 1:20-cv-09082-JHR-AMD (D.N.J.) (filed on July 7, 2020); *Muhammad Adnan v. Subaru Corporation*, Case No. 1:10-cv-09082-JHR-AMD (D. N.J.) (filed on July 17, 2020); and *Anderson v. Subaru of America, Inc., et al.*, Case No. 1:20-cv-00290-HG-WRP) (D. Haw.) (filed on June 26, 2020).

D. On October 6, 2020, the Court consolidated *Cohen and Adnan* designating *Cohen* as the lead case and directing the Plaintiffs to file a Consolidated Amended Complaint. Doc. 11.

E. On October 19, 2020, the *Griffin* court, *sua sponte*, consolidated *Griffin* and *Anderson*, designating *Griffin* as the lead case and directing the plaintiffs to file an amended complaint. On December 17, 2020, in the interest of judicial economy, the *Griffin* plaintiffs filed a motion to transfer to the U.S. District Court for the District of New Jersey where the *Cohen* action was being litigated. *Griffin* was transferred on January 19, 2021 and consolidated on February 3, 2021. Doc 32.

F. On February 3, 2021, Plaintiffs filed their Consolidated Amended Complaint (“CAC”) asserting class claims on behalf individuals who purchased or leased certain Subaru vehicles for: (1) violations of numerous state law consumer protection statutes; (2) breach of express warranty; (3) breach of implied warranty; (4) negligent recall/undertaking; (5) unjust enrichment; and, on behalf of a nationwide class, (6) a claim for violations of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, *et seq.* Plaintiff also alleged that the Recall was deficient because additional Subaru shared the same fuel pump that gave rise to the Recall.

G. On March 22, 2021, both the Subaru and Denso defendants filed separate motions to dismiss the CAC. The Defendants both raised numerous arguments regarding why the complaints failed to state a claim. Plaintiffs filed their oppositions on July 30, 2021. Defendants’ replies were filed on September 29, 2021.

H. On July 29, 2021, Subaru issued a second recall adding another 165,026 Recalled Vehicles. Subaru amended its recall report on August 10, 2021, and again on August 25, 2021, bringing the total population of Recalled Vehicles to 340,994.

I. On March 10, 2022, the Court issued its opinions granting in part and denying in part the Subaru and Denso motions to dismiss.

J. On May 22, 2022, Plaintiffs filed their Second Amended Class Action Complaint (“SAC”), refining their allegations. The SAC was brought by 34 named Plaintiffs on behalf of a nationwide class for negligent recall, fraudulent concealment/omission, breach of contract, strict product liability, unjust enrichment, among others, and individual states classes for violations of consumer protection statutes and breaches of implied warranty. There were 34 named plaintiffs and 58 causes of action. On June 22, 2022, Defendants filed their Motions to Dismiss the Second

Amended Complaint. Plaintiffs' Responses were filed on August 12, 2022, with Defendants' replies filed on September 23, 2022.

K. Denso Corporation, the corporate parent of DIAM located in Japan, was served on April 27, 2021, and Subaru Corporation, SOA's parent located in Japan, was served on March 26, 2021. Denso Corporation was dismissed from the Action without prejudice on August 13, 2021. Subaru Corporation was dismissed from the Action without prejudice on September 8, 2021.

L. Plaintiffs and Defendants submitted a Joint Discovery Plan on June 22, 2022. The Court held discovery and status conferences on June 28, 2022, August 4, 2022, September 7, 2022, September 28, 2022, November 3, 2022, December 5, 2022, January 25, 2023, February 23, 2023 and July 10, 2023. The Parties exchanged initial disclosures on June 11, 2021. Plaintiffs served requests for production of documents on Subaru on November 17, 2020 and served amended requests on March 12, 2021. Subaru served its written responses to Plaintiffs' requests on June 25, 2021. Plaintiffs served requests for production of documents on DIAM, on March 16, 2021. DIAM responded to Plaintiffs' requests on June 25, 2021. Plaintiffs served requests for production of documents on Subaru Corporation on October 6, 2021. Subaru Corporation responded to Plaintiffs' requests on December 3, 2021.

M. As a part of formal discovery, Defendants produced, and Plaintiffs processed and reviewed, about 21,908 documents containing approximately 92,253 pages of documents related to the design and operation of the subject fuel pumps, warranty data, failure modes attributed to the subject fuel pumps, the Defendants' investigation into the defect, the Recall, and the defect countermeasure development and implementation. Additionally, Plaintiffs' independent automotive engineering expert sourced and inspected hundreds of original and

countermeasure Denso fuel pumps, including in Class Vehicles, and analyzed, *inter alia*, the pumps' operation, specifications, and density of the impeller.

N. As a part of confirmatory discovery, Defendants have produced a substantial number of additional documents, tangible things, and information requested by Class Counsel related to the design and operation of the original equipment fuel pump; the design, operation, development, implementation, the effectiveness of the countermeasure fuel pump; and the Recalls. Plaintiffs' independent automotive engineering expert reviewed and analyzed this additional material, including assessing the efficacy of the countermeasure, the pre- and post-recall warranty repair rates, and the average time in service for manifestation, among other things.

II. DEFINITIONS

A. As used in this Settlement Agreement and the attached exhibits (which are an integral part of this Settlement Agreement and are incorporated herein in their entirety by reference), the following terms have the following meanings, unless this Settlement Agreement specifically provides otherwise:

1. "Action" means *Cohen, et al. v. Subaru Corporation et al.*, Civil Action No. 1:20-cv-08442-JHR-AMD (D.N.J.) and all cases consolidated therein.
2. "Additional Vehicles" means those Subaru vehicles that are equipped with Denso low-pressure fuel pumps that are identified in Exhibit 1.
3. "Agreement" or "Settlement Agreement" means this Settlement Agreement and the exhibits attached hereto or incorporated herein, as well as any and all subsequent amendments and any exhibits to such amendments.
4. "Attorneys' Fees, Costs, and Expenses" means such funds as may be awarded by the Court to compensate any and all attorneys representing plaintiffs for their fees and

expenses in connection with the Action and the Settlement Agreement, as described in Section VIII of this Settlement Agreement.

5. “Claim” means the claim of a Class Member or his or her or its representative for reimbursement as part of the Out-of-Pocket Claims Process submitted on a Claim Form as provided in this Settlement Agreement.

6. “Claimant” means a Class Member who has submitted a Claim Form for reimbursement as part of the Out-of-Pocket Claims Process.

7. “Claim Form” means the document in substantially the same form as Exhibit 7 attached to this Settlement Agreement by which a Claim shall be submitted for reimbursement as part of the Out-of-Pocket Claims Process.

8. “Claim Submission Period” means the time frame in which Class Members may submit a Claim Form for reimbursement as part of the Out-of-Pocket Claims Process to the Settlement Administrator, which shall run from the Initial Notice Date up to and including ninety (90) days after the Court’s issuance of the Final Order and Judgment.

9. “Claims Process” means the process for submitting and reviewing Claims described in Section III.C., below, of this Settlement Agreement.

10. “Class” or “Class Member(s)” means, for settlement purposes only, all individuals or legal entities who, at any time as of the Initial Notice Date, own or owned, purchase(d) or lease(d) Covered Vehicles in any of the fifty States, the District of Columbia, Puerto Rico, and all other United States territories and/or possessions. Excluded from the Class are: (a) Subaru, its officers, directors and employees; its affiliates and affiliates’ officers, directors and employees; its distributors and distributors’ officers, directors and employees; and Subaru Dealers and Subaru Dealers’ officers and directors; (b) Denso, its officers, directors and employees; its

affiliates and affiliates' officers, directors and employees; its distributors and distributors' officers, directors and employees; (c) Plaintiffs' Counsel; and (d) judicial officers and their immediate family members and associated court staff assigned to this case. In addition, persons or entities are not Class Members once they timely and properly exclude themselves from the Class, as provided in this Settlement Agreement, and once the exclusion request is finally approved by the Court.

11. "Class Action Complaint" means the Second Amended Consolidated Class Action Complaint, ECF Doc. 125, filed in this Court on May 5, 2022.

12. "Class Counsel" means James E. Cecchi of Carella, Byrne, Cecchi, Brody & Agnello, P.C., Christopher A. Seeger of Seeger Weiss LLP, and W. Daniel "Dee" Miles III of Beasley, Allen, Crow, Methvin, Portis & Miles, P.C.

13. "Class Notice" means the notice program and methods described in Section IV, below and in the Notice Plan attached hereto as Exhibit 4.

14. "Class Representatives" means Plaintiffs Gilles Cohen, Muhammad Adnan, Donny Woo, Benjamin Moore, Mary Lou Plante, Meredith Mein De Vera, Dan Rosenthal, Alexandra Efantis, Blaise Fontenot, John Micklo, Katherine Mutschler, Benjamin Christensen, Jennifer Lilley, Steven Biondo, Chantel Nelson, Jaqueline Ferguson, Jacqueline Brockman, Marty Brown, Christine King, Kevin King, Paula Weeks, Martin Torresquintero, Cole Sweeton, Christine Schultz, Troy Perry, Katherine Griffin, and David Sroelov.

15. "Court" means the United States District Court for the District of New Jersey.

16. "Covered Vehicles" means the Additional Vehicles and the Recalled Vehicles.

17. “Defendants” means Subaru and Denso. Singular “Defendant” means Subaru or Denso.

18. “Denso’s Counsel” means Butzel Long, P.C. and McCarter & English, LLP.

19. “Denso” or “DIAM” means Denso International America, Inc.

20. “Direct Mail Notice” means the notice substantially in the form as attached hereto as Exhibit 6 that shall be sent to current and former owners and lessees of Covered Vehicles as provided in Section IV.B., below, of this Settlement Agreement.

21. “Fairness Hearing” means the hearing for the purposes of the Court determining whether to approve this Settlement Agreement as fair, reasonable, and adequate, and to award Attorneys’ Fees, Costs and Expenses and Class Representative service awards.

22. “Final Effective Date” means the latest date on which the Final Order and/or Final Judgment approving this Settlement Agreement becomes final. For purposes of this Settlement Agreement:

(a) if no appeal has been taken from the Final Order and Judgment, “Final Effective Date” means three (3) business days after the date on which the time to appeal therefrom has expired; or

(b) if any appeal has been taken from the Final Order and Judgment, “Final Effective Date” means three (3) business days after the date on which all appeals therefrom, including petitions for rehearing or reargument, petitions for rehearing *en banc*, and petitions for certiorari or any other form of review, have been finally disposed of in a manner that affirms the Final Order and Judgment; or

(c) subject to Court approval, if Class Counsel, Subaru, and Denso agree in writing, for purposes of fulfilling the terms of the Settlement Agreement, the “Final Effective Date” can occur on any other agreed date.

(d) For clarity, neither the provisions of Rule 60 of the Federal Rules of Civil Procedure nor the All Writs Act, 28 U.S.C. § 1651, shall be taken into account in determining the above-stated times.

23. “Final Order and Judgment” means the Court’s order and judgment approving the Settlement Agreement, and if the Court so orders, awarding Attorneys’ Fees, Costs and Expenses and Class Representative service awards unless those issues are not determined by the Court in that order and judgment,¹ which is to be on terms substantially consistent with this Agreement. A proposed form is attached hereto as Exhibit 8.

24. “Fuel Pumps” means the low-pressure Denso fuel pumps that were installed as original equipment in the Covered Vehicles and are alleged in the Action to be defective.

25. “Initial Notice Date” means the date on which the notice is first disseminated by the Settlement Administrator to the Class.

26. “In-Service Date” means the date on which a Covered Vehicle was first delivered to either the original purchaser or the original lessee; or if the Covered Vehicle was first placed in service as a “demonstrator” or “company” car, on the date such Covered Vehicle was first placed in service.

¹ If the Court has not yet determined the issue of reasonable Attorneys’ Fees, Costs and Expenses and/or Class Representative service awards, then the Final Order and Judgment will relate only to approval of the Settlement Agreement and any such determination of reasonable Attorneys’ Fees, Costs and Expenses and/or Class Representative service awards will be by separate order and/or judgment.

27. “Loaner/Towing Program” means the program described in Section III.A.2 and Section III.B.2, below.

28. “Loaner Vehicle” means a vehicle of any potential make, model, or year, provided pursuant to the Customer Support Program and the Extended Replacement Parts Limited Warranty.

29. “Long Form Notice” means the Long Form Notice substantially in the form attached hereto as Exhibit 5 that shall be available to Class Members as provided in Section IV.E, below, of this Settlement Agreement.

30. “Opt-Out Deadline” means the date specified by the Court in the Preliminary Approval Order for Class Members to submit a request, in accordance with Section V. of this Settlement Agreement, specifying that they want to be excluded from the Settlement.

31. “Parties” means Class Representatives, Subaru, and Denso, collectively, as each of those terms is defined in this Settlement Agreement.

32. “Plaintiffs’ Counsel” means counsel for plaintiffs in the Action, James E. Cecchi of Carella, Byrne, Cecchi, Brody & Agnello, P.C., Christopher A. Seeger of Seeger Weiss LLP, Steve W. Berman of Hagens Berman Sobol Shapiro LLP, W. Daniel “Dee” Miles III of Beasley, Allen, Crow, Methvin, Portis & Miles, P.C., Timothy G. Blood of Blood Hurst & O’Reardon, LLP and Adam J. Levitt of DiCello Levitt Gutzler LLC.

33. “Preliminary Approval Order” means the order to be entered by the Court preliminarily approving the settlement as outlined in Section IX, below, and to be substantially consistent with this Agreement. A proposed form is attached hereto as Exhibit 3.

34. “Recall(s)” means Subaru’s recalls of the Recalled Vehicles, namely, Subaru’s Recall 20V-218 submitted to NHTSA on or about April 16, 2020, and Recall 21V-587 on or about July 29, 2021, and any expansions related thereto prior to Preliminary Approval.

35. “Release” means the release and waiver set forth in Section VII, below, of this Settlement Agreement and in the Final Judgment and Final Order.

36. “Released Parties” or “Released Party” means any Subaru entity, including, but not limited to, Subaru of America, Inc., Subaru Corporation, Subaru of Indiana Automotive, Inc., North American Subaru, Inc., and each of their past, present, and future parents, predecessors, successors, spin-offs, assigns, holding companies, joint-ventures and joint-venturers, partnerships and partners, members, divisions, stockholders, bondholders, subsidiaries, related companies, affiliates, officers, directors, employees, associates, dealers, representatives, suppliers, vendors, advertisers, service providers, distributors and sub-distributors, agents, attorneys, administrators, and advisors; and any Denso entity, including, but not limited to, Denso International America, Inc., Denso Corporation, Associated Fuel Pump Systems Company (AFPCO), Denso Manufacturing Athens Tennessee, Inc., Kyosan Denso Manufacturing Kentucky, LLC, and each of their past, present, and future parents, predecessors, successors, spin-offs, assigns, holding companies, joint-ventures and joint-venturers, partnerships and partners, members, divisions, stockholders, bondholders, subsidiaries, related companies, affiliates, officers, directors, employees, associates, dealers, representatives, suppliers, vendors, advertisers, service providers, distributors and sub-distributors, agents, attorneys, administrators, and advisors. The Parties expressly acknowledge that each of the foregoing is included as a Released Party even though not identified by name herein.

37. “Salvaged Vehicle” means a vehicle for which the title, at any point, was transferred to a salvage yard, junkyard, wreckage facility, or similar entity.

38. “Settlement Administrator” shall mean JND Legal Administration, agreed to by the Parties and submitted to the Court for appointment to implement the Notice Program and address the Claims Process. The Parties agree that JND Legal Administration shall serve as Settlement Administrator, subject to approval by the Court.

39. “Recalled Vehicles” means those Subaru brand vehicles that were identified as part of the Recalls as defined in Section II.A.41, listed in Exhibit 2.

40. “Supporting Documentation” means all of the following: (1) a repair invoice or record for out-of-pocket expenses incurred to repair or replace a Fuel Pump of Covered Vehicles, and/or associated towing or rental car expense, which identifies the name of the Settlement Class Member, the Covered Vehicle, the Subaru Dealer or other facility that performed the qualifying repair and/or associated towing or rental car expense, and the date of and amount charged for the qualifying repair and/or associated towing or rental car expense; and (2) to the extent not included in the record in subsection (1) above, record(s), receipt(s) and/or invoice(s) demonstrating that the Settlement Class Member paid for the qualifying repair and/or associated towing or rental car expense.

41. “Subaru” means Subaru of America, Inc.

42. “Subaru Dealers” means authorized Subaru retailers.

43. “Subaru’s Counsel” means Shook, Hardy & Bacon L.L.P.

44. “Technical Training” means videos that are available to authorized Subaru retailer technicians that explain the technical procedures for conducting the recall repair of the Fuel Pumps.

B. Other capitalized terms used in this Settlement Agreement but not defined in this Section shall have the meanings ascribed to them elsewhere in this Settlement Agreement.

C. The terms “he or she” and “his or her” include “them,” “they,” “their,” “it,” or “its,” where applicable.

III. SETTLEMENT RELIEF

In consideration for the dismissal of the Action with prejudice, as contemplated in this Settlement Agreement, and for the full and complete Release, Final Judgment and Order, as further specified herein, Defendants shall provide the relief specified in this Section III. The costs and expenses associated with providing the relief and otherwise implementing the relief specified in this Section III of this Settlement Agreement shall be provided by Defendants.

After the issuance of the Preliminary Approval Order signed by the Court, Defendants, at their sole discretion, may, after consultation with Class Counsel, implement the Customer Support Program in advance of the occurrence of the Final Effective Date.

A. Additional Vehicles: Customer Support Program

1. Subaru will offer the Customer Support Program (“CSP”) to all Class Members who, as of the Final Effective Date, own or lease Additional Vehicles. A Class Member’s rights under the CSP are transferred with the Additional Vehicle. Salvaged Vehicles, inoperable vehicles, and vehicles with titles marked flood-damaged are not eligible for this benefit. The CSP will provide, in the form of an Extended New Vehicle Limited Warranty, prospective coverage for repairs (including parts and labor) needed to correct defects, if any, in materials or workmanship in the Fuel Pumps for the Additional Vehicles. The implementation of the CSP will begin no later than 30 days after the Final Effective Date. Coverage under the CSP for the original parts will continue for fifteen (15) years, measured from the In-Service Date.

2. Additional Vehicles: Loaner/Towing Program - Without cost to and upon request from Class Members, who own or lease Additional Vehicles, whose fuel pumps are being replaced pursuant to the CSP, Class Members shall be entitled to receive:

(a) a complimentary Loaner Vehicle by Subaru Dealers upon reasonable notice. In appropriate circumstances, where the Class Member has a demonstrated need for a Loaner Vehicle similar to the Additional Vehicle, Subaru, through its dealers, shall use good faith efforts to satisfy the request. A Loaner Vehicle will be provided at the time a Class Member drops off her Additional Vehicle for repair or replacement under the CSP. Class Members may return the Loaner Vehicle up to 24 hours after the time they drop off their Additional Vehicle at the Subaru Dealer, or 24 hours after they are informed by the Subaru Dealer that the repair on their Additional Vehicle has been completed, whichever is later; and

(b) if the Additional Vehicle is inoperable or is exhibiting a dangerous condition, a complimentary tow to a Subaru Dealer upon reasonable notice. The Class Member may contact a Subaru Dealer to arrange for towing to the nearest Subaru Dealer.

3. In the event that any of the Additional Vehicles becomes the subject of a future or expanded recall for the same or similar impeller issues in a low pressure fuel pump, those Additional Vehicles will then be entitled and only be entitled to the same relief provided to Recalled Vehicles in Section III.B below. Settlement Class Members who currently own or lease, or previously owned or leased, Additional Vehicles may also be eligible to seek reimbursement of covered expenses under the Out-of-Pocket Claims Process in Section III.C. below, subject to the Claim Submission Period and other terms and conditions of that program.

B. Recalled Vehicles: Extended Replacement Parts Limited Warranty

1. Subaru shall extend the warranty coverage for the fuel pump replaced (“replacement fuel pump assembly”) on the Recalled Vehicles pursuant to the Recall. The Extended Replacement Parts Limited Warranty will last for fifteen (15) years, measured from the replacement date, and up to 150,000 miles, whichever comes first. A Class Member’s rights under the Extended Replacement Parts Limited Warranty are transferred with the Recalled Vehicle.

2. Recalled Vehicles: Loaner/Towing Program - Without cost to and upon request from Class Members who own or lease Recalled Vehicles whose fuel pumps are being replaced pursuant to the Extended Warranty shall be entitled to receive:

(a) a complimentary Loaner Vehicle by Subaru Dealers upon reasonable notice. In appropriate circumstances, where the Class Member has a demonstrated need for a Loaner Vehicle similar to the Recalled Vehicle, Subaru, through its dealers, shall use good faith efforts to satisfy the request. Class Members may return the Loaner Vehicle up to 24 hours after the time they drop off their Recalled Vehicle at the Subaru Dealer, or 24 hours after they are informed by the Subaru Dealer that the repair on their Recalled Vehicle has been completed, whichever is later; and

(b) If the Recalled Vehicle is inoperable or is exhibiting a dangerous condition, a complimentary tow to a Subaru Dealer upon reasonable notice. The Class Member may contact a Subaru Dealer to arrange for towing to the nearest Subaru Dealer.

C. Out-of-Pocket Claims Process

1. During the Claim Submission Period, Class Members may submit Claims for previously paid out-of-pocket expenses incurred to repair or replace a Fuel Pump of Covered

Vehicles that were not otherwise reimbursed and that were incurred prior to the date on which the time to appeal from the Final Judgment has expired. For out-of-pocket expenses that were incurred after the Initial Notice Date, the Class Member must provide proof that they were denied coverage by a Subaru Dealer prior to incurring the expense.

2. Class Members who provide Supporting Documentation and who made repair or replacement of a Fuel Pump on a Covered Vehicle may be reimbursed for: (i) rental vehicles; (ii) towing; and (iii) any unreimbursed repairs or part replacements. Out-of-pocket expenses that are the result of damage, collision, and/or misuse/abuse will not be eligible for reimbursement. Vehicles where the title, prior to the date of the qualifying Fuel Pump repair, was transferred to a salvage yard, junkyard, wreckage facility, or similar entity, inoperable vehicles, and vehicles with titles marked flood-damaged are not eligible for this benefit.

3. As part of the Claims Process, Class Members shall be eligible for the relief in this Section, if Class Members: (a) complete and timely submit Claim Forms, with Supporting Documentation, to the Settlement Administrator within the Claim Submission Period; (c) have Claims that are eligible for reimbursement; and (d) do not opt out of the settlement. The Claim Form shall be available on the settlement website and can be submitted in either hard-copy or online. In no event shall a Class Member be entitled to submit more than one Claim Form per Covered Vehicle. Claims must be submitted with Supporting Documentation.

4. The Settlement Administrator shall administer the review and processing of Claims, and shall have the authority to determine whether Claim Forms submitted by Class Members are complete and timely.

5. The Settlement Administrator's review period for submitted Claims shall not be required to commence any earlier than sixty (60) days after the occurrence of the Final Effective

Date. The Settlement Administrator shall use reasonable efforts to complete their review of timely and completed Claim Forms within sixty (60) days for review and determination.

(a) If a Claim is deficient, the Settlement Administrator shall mail a notice of deficiency letter to the Class Member and email notice to the Class Member if an email address was provided, requesting that the Class Member complete and/or correct the deficiencies and resubmit the Claim Form within sixty (60) days of the date of the letter and/or e-mail from the Settlement Administrator. If the Class Member fails to provide the requested documentation or information, the deficient Claim (or deficient portion thereof) shall be denied without further processing.

(b) If accepted for payment, the Settlement Administrator shall pay the Claim of the Class Member and shall use reasonable efforts to pay timely, valid, and approved Claims within sixty (60) days after the approval of the Claim. In order to timely pay claims as set forth in the preceding sentence, the Settlement Administrator shall periodically request funds from Defendants to pay the approved Claims with sufficient time to allow Defendants to obtain and provide the funds to the Settlement Administrator.

(c) If the Claim is rejected for payment, in whole or in part, the Settlement Administrator shall notify Class Counsel, Subaru's Counsel, and Denso's Counsel of said rejection of Class Member's Claim and the reason(s) why within sixty (60) days of the rejection. The decision of the Settlement Administrator shall be final; provided, however, that Class Counsel, Subaru's Counsel, and Denso's Counsel may meet and confer to resolve any denied Claims.

If Class Counsel, Subaru's Counsel, and Denso's Counsel jointly recommend payment of the rejected Claims or payment of a reduced claim amount, then Subaru's Counsel and/or Denso's Counsel shall inform the Settlement Administrator, who shall instruct Defendants to pay said Claims. If Class Counsel, Subaru's Counsel, and Denso's Counsel disagree with the Settlement Administrator's initial determination, they shall so notify the Settlement Administrator, with explanation, and the Settlement Administrator shall make a final determination as to whether the Claim shall be paid. If a Claim is rejected in full or in part, the Settlement Administrator shall mail a notice of rejection letter to the Class Member and email notice to the Class member if an e-mail address was provided.

6. The Settlement Administrator shall provide status reports to Class Counsel, Subaru's Counsel and Denso's Counsel every six (6) months until the distribution of the last reimbursement check, including copies of all rejection notices. Any Class Member whose Claim is rejected in full shall not receive any payment for the Claim submitted and shall, in all other respects, be bound by the terms of the Settlement Agreement and by the Final Order and Judgment entered in the Action. Similarly, any Class Member whose Claim is approved in part and rejected in part shall not receive any payment for that portion of the Claim that is rejected and shall, in all other respects, be bound by the terms of the Settlement Agreement and by the Final Order and Judgment entered in the Action.

7. No person shall have any claim against Subaru, Denso, the Settlement Administrator, Class Representatives, the Class, Plaintiffs' Counsel, Class Counsel, Subaru's Counsel, or Denso's Counsel based on any eligibility determinations.

8. For any checks that are uncashed by Class Members after 90 days, the Settlement Administrator shall seek to contact the Class Members with the uncashed checks and have them promptly cash the checks, including, but not limited to, by reissuing checks.

D. Reconsideration Procedure for Denial of Coverage

1. If a Class Member and/or subsequent purchaser/lessee of a Covered Vehicle is denied coverage for repairs (including parts and labor), if any, in materials or workmanship in the Fuel Pumps under the Customer Support Program, pursuant to Section III.A.1, or for a repair and/or replacement fuel pump assembly under the Extended Replacement Parts Limited Warranty, pursuant to Section III.B.1 of this Settlement Agreement, the Class Member and/or subsequent purchaser/lessee may take the Covered Vehicle to a second Subaru Dealer for an independent determination. If the second Subaru Dealer determines that the Covered Vehicle qualifies for repair under the Customer Support Program or the Extended Replacement Parts Limited Warranty, the Class Member shall be provided those benefits as provided in this Settlement Agreement.

E. Duties of the Settlement Administrator for the Out-of-Pocket Claims Process

1. The Settlement Administrator shall carry out the terms and conditions of the Out-of-Pocket Claims Process in this Agreement. The Settlement Administrator shall be responsible for, without limitation: (a) reviewing Out-of-Pocket Claims; (b) determining whether additional information is needed to process Out-of-Pocket Claims and informing claimants of said requests; (c) determining if Out-of-Pocket Claims are valid and entitled to relief; (d) providing such other information that is reasonably requested by the Parties; (e) coordinating with the Parties to address and resolve issues regarding Out-of-Pocket Claims denials; and (f) coordinating with the Parties to address and resolve issues regarding any disputes by Class Members relating to the denial of any benefits under Section III.C. of this Settlement.

2. If the Settlement Administrator makes a material or fraudulent misrepresentation to any party, conceals requested material information, or fails to perform adequately on behalf of Subaru, Denso or the Class, the Parties may agree to remove the Settlement Administrator. Disputes regarding the retention or dismissal of the Settlement Administrator shall be referred to the Court for resolution.

3. The Settlement Administrator shall maintain staffing sufficient to perform all duties delegated to the Settlement Administrator in this Settlement Agreement and shall appoint a designated staff member to act as liaison with Class Counsel, Subaru's Counsel and Denso's Counsel.

F. Settlement Oversight

1. In the event there remains a dispute by an individual or entity relating to entitlement to any benefit under the Out-of-Pocket Claims Process that is not resolved after exhausting all other means of resolution available under this Settlement, the Settlement Administrator shall provide a written notice of same, together with all necessary documentation, to Class Counsel, Subaru's Counsel and Denso's Counsel within thirty (30) days of the final act constituting the denial of the benefit. Class Counsel, Subaru's Counsel, and Denso's Counsel shall confer and either make a joint recommendation to the Settlement Administrator or separately relay their positions concerning the dispute to the Settlement Administrator within thirty (30) days. The Settlement Administrator shall make a final determination concerning the dispute and provide written notice of same, with directions for implementation, to the Parties within thirty (30) days; provided, however, that if the determination was to allow, in full or in part, a previously denied Claim, the Settlement Administrator shall make reasonable efforts to pay the Claim in the next distribution of checks for allowed Claims.

2. During the twelve (12) months after the Final Effective Date, the Settlement Administrator, with cooperation of Subaru's Counsel and Denso's Counsel, shall provide quarterly reports to Class Counsel concerning the implementation of and Class Member participation in the Customer Support Program. Subaru shall provide data to the Settlement Administrator concerning repairs of Fuel Pumps pursuant to the Customer Support Program.

G. **Technical Training**

Subaru will make Technical Training videos available to Subaru Dealers, to be required to be viewed by technicians before they conduct repairs of the Fuel Pumps pursuant to the Customer Support Program or the Extended Replacement Parts Limited Warranty.

IV. **NOTICE TO THE CLASS**

Class Notice will be accomplished through a Direct Mail Notice, and Supplemental Notice consisting of Internet Banner Notifications, Social Media Notifications, notice through the settlement website and toll-free telephone number, and Long Form Notice. The Notice Program shall be carried out in substantially the manner provided in this Settlement Agreement and in the Notice Plan identified in Exhibit 4. The costs of the Notice Program, including disseminating the notice and otherwise implementing the notice specified in Section IV of this Settlement Agreement, shall be paid by Defendants.

A. **Direct Mail Notice**

1. Consistent with the timeline specified in the Preliminary Approval Order, the Settlement Administrator shall begin to send the Direct Mail Notice, substantially in the form attached hereto as Exhibit 6, by U.S. Mail, proper postage prepaid, to the current and former registered owners of Covered Vehicles, as identified by data to be forwarded to the Settlement Administrator by IHS Automotive, Driven by Polk, Experian or similar vendor(s). The Direct Mail Notice shall inform those persons of how to obtain the Long Form Notice via the settlement

website, via regular mail or via a toll-free telephone number, pursuant to Section IV.B, below. In addition, the Settlement Administrator shall: (a) re-mail any notices returned by the United States Postal Service with a forwarding address; (b) by itself or using one or more address research firms, as soon as practicable following receipt of any returned notices that do not include a forwarding address, research such returned mail for better addresses and promptly mail copies of the applicable notice to any updated addresses so found.

2. The QR code associated with the Direct Notice shall remain active and the link associated with the QR code shall be maintained in proper working order by the Settlement Administrator for the duration of the Customer Support Program.

B. Supplemental Notice

Settlement Website

1. The Settlement Administrator shall establish a settlement website that will inform Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines and related information. The website shall include, in .pdf format, materials agreed upon by the Parties and/or required by the Court, including, but not limited to, the Settlement Agreement, the Long Form Notice, Frequently Asked Questions and Answers, and Court documents that may be of interest to most Class Member, and a VIN Lookup Tool that will show whether a vehicle is a Covered Vehicle.

Long Form Notice

1. Contents of Long Form Notice.

The Long Form Notice shall be in a form substantially similar to the document attached to this Settlement Agreement as Exhibit 5, and shall advise Class Members of the following:

(a) General Terms: The Long Form Notice shall contain a plain and concise description of the nature of the Action, the history of the Action, the preliminary certification of the Class for settlement purposes, and the Settlement Agreement, including information on the identity of Class Members, how the Settlement Agreement would provide relief to the Class and Class Members, the Release under the Settlement Agreement, and other relevant terms and conditions.

(b) Opt-Out Rights: The Long Form Notice shall inform Class Members that they have the right to opt out of the settlement. The Long Form Notice shall provide the deadlines and procedures for exercising this right.

(c) Objection to Settlement: The Long Form Notice shall inform Class Members of their right to object to the Settlement Agreement, that there will be a requested award of Attorneys' Fees, Costs and Expenses, the requested Class Representative service awards, and how to appear at the Fairness Hearing. The Long Form Notice shall provide the deadlines and procedures for exercising these rights.

(d) Fees and Expenses: The Long Form Notice shall inform Class Members that Class Counsel will be seeking Attorneys' Fees, Costs and Expenses and individual awards to Class Representatives, and shall explain that Defendants will pay the fees and expenses awarded to and accepted by Class Counsel and individual awards to Class Representatives in addition to amounts being made available for relief to Class Members by this Settlement Agreement.

2. Dissemination of Long Form Notice.

The Long Form Notice shall be available on the settlement website. The Settlement Administrator shall send, via first-class mail, the Long Form Notice to those persons who request it in writing or through the toll-free telephone number.

Toll-Free Telephone Number

The Settlement Administrator shall establish a toll-free telephone number that will provide settlement-related information to Class Members.

Internet Banner & Social Media Notifications

The Settlement Administrator shall, pursuant to the Parties' agreement, establish banner notifications on the internet and social media notifications that will provide settlement-related information to Class Members in substantially the manner provided in the Notice Plan attached here to Exhibit 4.

C. Class Action Fairness Act Notice

The Settlement Administrator shall send to each appropriate State and Federal official, the materials specified in 28 U.S.C. § 1715, and shall otherwise comply with its terms. The identities of such officials and the content of the materials shall in all respects comport with statutory obligations.

D. Duties of the Settlement Administrator for the Notice Program

1. The Settlement Administrator shall be responsible for, without limitation: (a) printing, mailing or arranging for the mailing of the Direct Mail Notice; (b) handling returned mail not delivered to Class Members; (c) attempting to obtain updated address information for any Direct Mail Notices returned without a forwarding address; (d) making any additional mailings required under the terms of this Settlement Agreement; (e) receiving and maintaining on behalf of the Court any Class Member correspondence regarding requests for exclusion and/or objections to

the Settlement Agreement; (f) forwarding written inquiries to Class Counsel or their designee for a response, if warranted; (g) establishing a post-office box for the receipt of any correspondence; (h) responding to requests from Class Counsel, Subaru's Counsel, and Denso's Counsel; (i) establishing and maintaining a website and toll-free voice response unit with message capabilities to which Class Members may refer for information about the Action and the Settlement Agreement; (j) otherwise implementing and/or assisting with the dissemination of the notice of the Settlement Agreement; and (k) coordinating with the Parties concerning any disputes by Class Members relating to the denial of any benefits under this Settlement. The Settlement Administrator shall also be responsible for, without limitation, implementing the terms of the Claims Process and related administrative activities, as discussed above in this Settlement Agreement. The Settlement Administrator shall perform their responsibilities so as to minimize costs in effectuating the terms of this Settlement Agreement.

2. Not later than twenty-five (25) days before the date of the Fairness Hearing, the Settlement Administrator shall file with the Court a list of those persons who sought to exclude themselves from this Settlement and the terms of this Settlement Agreement, and an affidavit setting forth the details outlining the scope, method, and results of the Notice Program.

3. The Settlement Administrator and the Parties shall, promptly after receipt, provide copies of any requests for exclusion, objections, and/or related correspondence to each other.

E. Self-Identification

Persons or entities who believe that they are Class Members, but did not previously receive Direct Mail Notice, may (a) utilize the VIN Lookup Tool or contact Class Counsel to determine whether their vehicle is eligible for the Customer Support Program pursuant to Section III.A. of

this Settlement Agreement or the Extended Replacement Parts Limited Warranty pursuant to Section III.B. of this Settlement Agreement, and/or (b) contact Class Counsel or the Settlement Administrator to determine whether their vehicle is eligible for the Out-of-Pocket Claims Process pursuant to Section III.C. of this Settlement Agreement, and if so, provide Supporting Documentation. Class Counsel, Subaru's Counsel, and Denso's Counsel shall confer and either make a joint recommendation to the Settlement Administrator or separately relay their positions concerning the request to the Settlement Administrator, which shall then make a final determination concerning the request and provide written notice of same to the Parties. In the event any such request is granted, the requesting person or entity shall be fully bound by the Release.

V. REQUESTS FOR EXCLUSION

A. Any Class Member who wishes to be excluded from the Class must mail a written request for exclusion to the Settlement Administrator at the address provided in the Long Form Notice on or before the Opt-Out Deadline specified in the Preliminary Approval Order, specifying that he or she wants to be excluded and otherwise complying with the terms stated in the Long Form Notice and Preliminary Approval Order. The written request must include:

1. The case name and number of the Action;
2. The excluding Class Member's full name, current residential address, mailing address (if different), telephone number, and e-mail address;
3. An explanation of the basis upon which the excluding Class Member claims to be a Class Member, including the make, model year, and VIN(s) of the Subject Vehicle(s);
4. A request that the Class Member wants to be excluded from the Class; and
5. The excluding Class Member's dated, handwritten signature (an electronic signature or attorney's signature is not sufficient).

B. The Settlement Administrator shall forward copies of any written requests for exclusion to Class Counsel, Subaru's Counsel, and Denso's Counsel. A list reflecting all timely requests for exclusion shall be filed with the Court by the Settlement Administrator no later than twenty-five (25) days before the Fairness Hearing. If a potential Class Member files a request for exclusion, he or she may not file an objection under Section VI, below.

C. Any Class Member who does not file a timely, valid written request for exclusion as provided in this Section V shall be bound by all subsequent proceedings, orders, and judgments, including, but not limited to, the Release, Final Order and Judgment in the Action, even if he, she, or it has litigation pending or subsequently initiates litigation against Subaru and/or Denso relating to the claims and transactions released in the Action.

D. Subaru's Counsel shall provide to the Settlement Administrator and Class Counsel, within twenty (20) days of the entry of the Preliminary Approval Order, a list of all counsel for anyone who has then-pending litigation against Subaru involving claims concerning Denso low-pressure fuel pumps in the Covered Vehicles, and Denso's Counsel shall provide to the Settlement Administrator a list of all counsel for anyone who has then-pending litigation against Denso involving claims concerning Denso low-pressure fuel pumps in the Covered Vehicles.

VI. OBJECTIONS TO SETTLEMENT

A. Any Class Member who has not excluded themselves pursuant to Section V and wishes to object to the Settlement Agreement, the requested award of Attorneys' Fees, Costs, and Expenses, and/or the requested Class Representative service awards must (1) file their objection electronically with the Court on or before the date specified in the Preliminary Approval Order, or (2) mail their objection to the Clerk of the Court, Class Counsel, and Defendants' counsel with a postmark dated on or before the date specified in the Preliminary Approval Order. For an objection to be considered by the Court, the objection must be received by the Court on or before the deadline

established by the Court for submitting objections. For an objection to be considered by the Court, the objection must also set forth:

1. The case name and number of the Action;
2. The objector's full name, current residential address, mailing address (if different), telephone number, and e-mail address;
3. An explanation of the basis upon which the objector claims to be a Class Member, including the make, model year, and VIN(s) of the Covered Vehicle(s), and whether the Covered Vehicle is currently owned or currently leased by the Class Member;
4. Whether the objection applies only to the objector, to a specific subset of the Class or to the entire Class, and all grounds for the objection, accompanied by any legal support for the objection, and any documents or other evidence the objector believes supports the objection;
5. The number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection to this Settlement, the caption and case number of each case in which the objector has made such objection and the caption and case number of any related appeal, and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case;
6. The full name, telephone number, mailing address, and e-mail address of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement Agreement and/or the request for Attorneys' Fees, Costs and Expenses;

7. The identity of all counsel representing the objector who will appear at the Fairness Hearing;

8. The number of times the objector's counsel has objected to a class action settlement within the five years preceding the date that they have filed the objection, and the caption and case number of each case in which objector's counsel has made such objection and the caption and case number of any related appeal;

9. If the Class Member or his or her counsel have not made any such prior objection, the Class Member shall affirmatively so state in the written materials provided with the objection;

10. A list of all persons who will be called to testify at the Fairness Hearing in support of the objection;

11. A statement confirming whether the objector intends to personally appear and/or testify at the Fairness Hearing; and

12. The objector's original signature and date of signature. Each objection must be personally signed by the objector (an electronic signature or attorney's signature is not sufficient).

B. Any Class Member who fails to comply with the provisions of Section VI.A, above, shall be deemed to have waived and forfeited any and all rights he or she may have to appear separately and object, whether by a subsequent objection, intervention, appeal, or any other process, and shall be bound by all the terms of this Settlement Agreement and by all proceedings, orders and judgments, including, but not limited to, the Release, the Final Order and Judgment in the Action. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of this Section VI.B. Without limiting the foregoing, any challenge to the Settlement

Agreement, Final Order and Judgment shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through collateral proceedings. Class Members may not both object and request exclusion (opt out).

C. Any Class Member who objects to the Settlement Agreement shall be entitled to all the benefits of the Settlement Agreement if the Settlement Agreement and the terms contained herein are approved, as long as the objecting Class Member complies with all requirements of this Settlement Agreement applicable to Class Members.

VII. RELEASE AND WAIVER

A. The Parties agree to the following release and waiver, which shall take effect upon entry of the Final Judgment and Final Order.

B. In consideration for the Settlement Agreement, Class Representatives, and each Class Member, on behalf of themselves and any other legal or natural persons who may claim by, through, or under them, agree to fully, finally, and forever release, relinquish, acquit, and discharge the Released Parties from any and all claims, demands, suits, petitions, liabilities, causes of action, rights, and damages of any kind and/or type regarding the subject matter of the Action, including, but not limited to, compensatory, exemplary, punitive, expert and/or attorneys' fees or by multipliers, whether past, present, or future, mature, or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, derivative or direct, asserted or unasserted, whether based on federal, state or local law, statute, ordinance, regulation, code, contract, common law, violations of any state's deceptive, unlawful, or unfair business or trade practices, false, misleading or fraudulent advertising, consumer fraud or consumer protection statutes, any breaches of express, implied or any other warranties, RICO, or the Magnuson-Moss Warranty Act, or any other source, or any claim of any kind arising from, related to, connected with, and/or in any way involving the Action, the Covered Vehicles 'Fuel Pumps, and/or associated parts that are,

or could have been, defined, alleged, or described in the Class Action Complaint, the Action, or any amendments of the Class Action Complaint (“Released Claims”); provided, however, that notwithstanding the foregoing, Class Representatives and the other Class Members are not releasing claims for personal injury, wrongful death or physical property damage (except to the Fuel Pump in the Covered Vehicle itself) from the Covered Vehicle.

C. Notwithstanding the foregoing, Class Representatives and/or the other Class Members shall hold Released Parties harmless for all Released Claims that may be asserted by another legal or natural person (including but not limited to legal guardians and estate administrators) who claim by, through, or under that Class Representative or Class Member.

D. The Final Order and Judgment will reflect the terms of this Release.

E. Class Representatives, on behalf of the other Class Members and through Class Counsel, expressly agree that this Release, the Final Order and Judgment is, will be, and may be raised as a complete defense to, and will preclude any action or proceeding encompassed by, this Release.

F. Class Representatives and Class Members shall not now or hereafter institute, maintain, prosecute, assert, and/or cooperate in the institution, commencement, filing, or prosecution of any suit, action, and/or proceeding, against the Released Parties, either directly or indirectly, on their own behalf, on behalf of a class or on behalf of any other person or entity with respect to the claims, causes of action and/or any other matters released through this settlement and the Settlement Agreement.

G. In connection with the Settlement Agreement, Class Representatives, on behalf of the other Class Members, acknowledge that they and other Class Members may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that they

now know or believe to be true concerning the subject matter of the Action and/or the Release herein. Nevertheless, it is the intention of Class Counsel and Class Representatives in executing this Settlement Agreement to fully, finally, and forever settle, release, discharge, and hold harmless all such matters, and all claims relating thereto which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Action, provided, however, that Class Representatives and the other Class Members are not releasing claims for personal injury, wrongful death or physical property damage (except to the Fuel Pump in the Covered Vehicle itself) from the Covered Vehicle.

H. Class Representatives expressly understand and acknowledge that they will be deemed by the Final Order and Judgment to acknowledge and waive Section 1542 of the Civil Code of the State of California, which provides that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Class Representatives expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the California Civil Code, or any other law of any state or territory that is similar, comparable or equivalent to Section 1542, to the fullest extent they may lawfully waive such rights.

I. Class Representatives represent and warrant that they are the sole and exclusive owners of all claims that they personally are releasing under this Settlement Agreement. Class Representatives further acknowledge that they have not assigned, pledged, or in any manner whatsoever sold, transferred, assigned, or encumbered any right, title, interest, or claim arising out of or in any way whatsoever pertaining to the Action, including, without limitation, any claim for

benefits, proceeds, or value under the Action, and that Class Representatives are not aware of anyone other than themselves claiming any interest, in whole or in part, in the claims that they are releasing under the Settlement Agreement or in any benefits, proceeds, or values in the claims that they are releasing under the Settlement Agreement.

J. Without in any way limiting its scope, and, except to the extent otherwise specified in the Agreement, this Release covers by example and without limitation, any and all claims for attorneys' fees, expert or consultant fees, interest, litigation expenses, or any other fees, costs, and/or disbursements incurred by Class Counsel, Plaintiffs' Counsel, Class Representatives, or other Class Members who claim to have assisted in conferring the benefits under this Settlement Agreement upon the Class.

K. In consideration for the Settlement Agreement, Subaru and Denso and their past or present officers, directors, employees, agents, attorneys, predecessors, successors, affiliates, subsidiaries, divisions, successors and assigns shall be deemed to have, and by operation of the Final Order and Judgment shall have, released Plaintiffs' Counsel, Class Counsel, and each Class Representative from any and all causes of action that were or could have been asserted pertaining solely to the conduct in filing and prosecuting the litigation or in settling the Action.

L. Class Representatives, Plaintiffs' Counsel, Class Counsel, and any other attorneys who receive attorneys' fees and costs from this Settlement Agreement acknowledge that they have conducted sufficient independent investigation and discovery to enter into this Settlement Agreement and, by executing this Settlement Agreement, state that they have not relied upon any statements or representations made by the Released Parties or any person or entity representing the Released Parties, other than as set forth in this Settlement Agreement.

M. The Parties specifically understand that there may be further pleadings, discovery requests and responses, testimony, or other matters or materials owed by the Parties pursuant to existing pleading requirements, discovery requests, or pretrial rules, procedures, or orders, and that, by entering into this Settlement Agreement, the Parties expressly waive any right to receive, hear, or inspect such pleadings, testimony, discovery, or other matters or materials.

N. Nothing in this Release shall preclude any action to enforce the terms of the Settlement Agreement, including participation in any of the processes detailed herein.

O. Class Representatives and Class Counsel hereby agree and acknowledge that the provisions of this Release together constitute an essential and material term of the Settlement Agreement and shall be included in any Final Order and Judgment entered by the Court.

VIII. ATTORNEYS' FEES, COSTS, AND EXPENSES AND CLASS REPRESENTATIVE SERVICE AWARDS

A. After the Parties reached agreement on the material terms of this Settlement, the Parties discussed the issue of reasonable attorneys' fees, litigation expenses and costs ("Fees and Expenses"), for which Class Counsel may apply to the Court and, subject to Court approval, would be paid separate from the Class relief. After two mediations and numerous telephone negotiations, the Parties agreed that Class Counsel may apply to the Court for Fees and Expenses in an amount up to, but not exceeding, the total combined sum of \$15,500,000.00 for all Class Counsel and all fees, costs and expenses collectively. Class Counsel shall not accept any amount of Fees and Expenses exceeding said total combined and collective sum.

B. The Parties further agree that Class Counsel may apply to the Court for a reasonable Service Award of up to, but not exceeding, Two Thousand Five Hundred Dollars (\$2,500) for each of the following 16 named Plaintiffs: Gilles Cohen, Benjamin Moore, Mary Lou Plante, Meredith Mein de Vera, Blaise Fontenot, Katherine Mutschler, Benjamin Christensen, Jennifer Lilley,

Chantel Nelson, Christine King, Paula Weeks, Martin Torresquintero, Cole Sweeton, John Micklo, Jaqueline Ferguson, and Troy Perry, and for a reasonable Service Award of up to, but not exceeding, Three Thousand Seven Hundred Fifty Dollars (\$3,750) for each of the following 11 named Plaintiffs: Muhammad Adnan, Dan Rosenthal, Alexandra Efantis, Steven Biondo, Jacqueline Brockman, Marty Brown, Kevin King, Christine Schultz, David Sroelov, Donny Woo, and Katherine Griffin, who are serving as Settlement Class Representatives, to be paid by SOA and DIAM as set forth below.² Defendants will not oppose Plaintiffs' request, made as part of the Fee and Expense Application, that Defendants pay these Service Award amounts for each of the aforesaid Plaintiff-Settlement Class Representatives.

C. Class Counsel Fees and Expenses and Settlement Class Representative Service Awards, to the extent consistent with this Agreement, shall be paid as directed by the Court by wire transfer to Seeger Weiss, LLP ("Class Counsel Designee") within thirty (30) days after the later of the Final Effective Date or the date of entry of the Court's Order awarding Class Counsel Fee and Expenses and service awards, including final termination or disposition of any appeals relating thereto. Said payment to Class Counsel Designee shall fully satisfy and discharge all obligations of Defendants and the Released Parties with respect to payment of the Class Counsel Fees and Expenses, any attorneys' fees in connection with the Action, and Settlement Class Representative service awards, and Class Counsel Designee shall thereafter have sole responsibility to distribute the appropriate portions of said payment to the other Class Counsel and the Settlement Class Representatives.

² The Parties agree that Plaintiffs will not seek to have Igor Kravchenko serve as a Settlement Class Representative, because Mr. Kravchenko has been unresponsive and uncooperative with his counsel (Dkt. No. 235), has failed to comply with the Court's Order to provide necessary discovery under penalty of dismissal of his claims (Dkt. No. 232), and, accordingly, there is a pending motion to dismiss his claims (Dkt. No. 236).

IX. PRELIMINARY APPROVAL ORDER, FINAL ORDER, FINAL JUDGMENT, AND RELATED ORDERS

A. The Parties shall seek from the Court a Preliminary Approval Order in a form substantially similar to Exhibit 3. The Preliminary Approval Order shall, among other things:

1. Certify a nationwide settlement-only Class, approve Class Representatives as Class Representatives, and appoint Class Counsel as counsel for the Class, pursuant to Fed. R. Civ. P. 23;

2. Preliminarily approve the Settlement Agreement;

3. Require the dissemination of the Notice and the taking of all necessary and appropriate steps to accomplish this task;

4. Determine that Class Notice and the Notice Program comply with all legal requirements, including, but not limited to, Fed. R. Civ. P. 23 and the Due Process Clause of the United States Constitution;

5. Schedule a date and time for a Fairness Hearing to determine whether the Settlement Agreement should be finally approved by the Court, and whether the to-be-requested Attorneys' Fees, Costs and Expenses and Class Representative service awards should be granted;

6. Require Class Members who wish to exclude themselves to submit an appropriate and timely written request for exclusion as directed in this Settlement Agreement and Long Form Notice and provide that a failure to do so shall bind those Class Members who remain in the Class;

7. Require Class Members who wish to object to this Settlement Agreement to submit an appropriate and timely written statement as directed in this Settlement Agreement and Long Form Notice;

8. Require attorneys representing Class Members objecting to the Settlement Agreement, at such Class Members' expense, to file a timely notice of appearance with the Court as directed in the Long Form Notice;

9. Issue a preliminary injunction and stay all other actions, pending final approval by the Court;

10. Issue a preliminary injunction enjoining potential Class Members, pending the Court's determination of whether the Settlement Agreement should be given final approval, from challenging in any action or proceeding any matter covered by this Settlement Agreement, except for proceedings in this Court to determine whether the Settlement Agreement will be given final approval;

11. Appoint the Settlement Administrator;

12. Authorize Subaru and/or Denso to take all necessary and appropriate steps to establish the means necessary to implement the Settlement Agreement; and

13. Issue other related orders to effectuate the preliminary approval of the Settlement Agreement.

B. After the Fairness Hearing, the Parties shall seek to obtain from the Court a Final Order and Judgment in the form substantially similar to Exhibit 8. The Final Order and Judgment shall, among other things:

1. Find that the Court has personal jurisdiction over all Class Members, that the Court has subject matter jurisdiction over the claims asserted in the Action, and that venue is proper;

2. Confirm the certification of the Class for settlement purposes only, pursuant to Fed. R. Civ. P. 23;

3. Finally approve the Settlement Agreement, pursuant to Fed. R. Civ. P. 23;
4. Find that the Class Notice complies with all laws, including, but not limited to, Fed. R. Civ. P. 23 and the Due Process Clause of the United States Constitution;
5. Dismiss the Action with prejudice and without costs (except as provided for herein as to costs);
6. Incorporate the Release set forth in the Agreement and make the Release effective as of the date of the Final Order and Judgment;
7. Issue a permanent injunction;
8. Authorize the Parties to implement the terms of the Settlement Agreement;
9. Retain jurisdiction relating to the administration, consummation, enforcement, and interpretation of the Settlement Agreement, the Final Order and Judgment, and for any other necessary purpose; and
10. Issue related Orders to effectuate the final approval of the Settlement Agreement and its implementation.

X. MODIFICATION OR TERMINATION OF THIS SETTLEMENT AGREEMENT

A. The terms and provisions of this Settlement Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that after entry of the Final Order and Judgment, the Parties may by written agreement effect such amendments, modifications, or expansions of this Settlement Agreement and its implementing documents (including all exhibits hereto) without further notice to the Class or approval by the Court if such changes are consistent with the Court's Final Order and Judgment and do not limit the rights of Class Members under this Settlement Agreement.

B. This Settlement Agreement shall terminate at the discretion of either Subaru or Denso or Class Representatives, through Class Counsel, if: (1) the Court, or any appellate court(s),

rejects, modifies, or denies approval of any portion of the Settlement Agreement that the terminating party reasonably determine(s) is material, including, without limitation, the terms of relief, the findings, or conclusions of the Court, the provisions relating to notice, the definition of the Class, and/or the terms of the Release; or (2) the Court, or any appellate court(s), does not enter or completely affirm, or alters, narrows or expands, any portion of the Final Order and Judgment, or any of the Court's findings of fact or conclusions of law, that the terminating party reasonably determine(s) is material. The terminating party must exercise the option to withdraw from and terminate this Settlement Agreement, as provided in this Section X.B., by a signed writing served on the other Parties no later than 20 days after receiving notice of the event prompting the termination. The Parties will be returned to their positions status quo ante.

C. If an option to withdraw from and terminate this Settlement Agreement arises under Section X.B above, neither Subaru, Denso, nor Class Representatives, through Class Counsel, are required for any reason or under any circumstance to exercise that option and any exercise of that option shall be in good faith.

D. If, but only if, this Settlement Agreement is terminated pursuant to Section X.B, above, then:

1. This Settlement Agreement shall be null and void and shall have no force or effect, and no Party to this Settlement Agreement shall be bound by any of its terms, except for the terms of this Section X.D;

2. The Parties will petition the Court to have any stay orders entered pursuant to this Settlement Agreement lifted;

3. All of its provisions, and all negotiations, statements, and proceedings relating to it shall be without prejudice to the rights of Subaru, Denso, Class Representatives, or

any Class Member, all of whom shall be restored to their respective positions existing immediately before the execution of this Settlement Agreement, except that the Parties shall cooperate in requesting that the Court set a new scheduling order such that no Party's substantive or procedural rights are prejudiced by the settlement negotiations and proceedings;

4. Subaru, Denso, and the other Released Parties expressly and affirmatively reserve all defenses, arguments, and motions as to all claims that have been or might later be asserted in the Action, including, without limitation, the argument that the Action may not be litigated as a class action;

5. Class Representatives, on behalf of themselves and their heirs, assigns, executors, administrators, predecessors, and successors, and on behalf of the Class, expressly and affirmatively reserve and do not waive all motions as to, and arguments in support of, all claims, causes of action, or remedies that have been or might later be asserted in the Action including, without limitation, any argument concerning class certification, and treble or other damages;

6. Subaru, Denso, and the other Released Parties expressly and affirmatively reserve and do not waive all motions and positions as to, and arguments in support of, all defenses to the causes of action or remedies that have been sought or might be later asserted in the actions, including without limitation, any argument or position opposing class certification, liability, or damages;

7. Neither the fact of the Settlement Agreement having been made, the negotiations leading to it, nor any discovery or action taken by a Party or Class Member pursuant to this Settlement Agreement shall be admissible or entered into evidence for any purpose whatsoever, except to the extent the Settlement Agreement is filed with the Court, it can be referenced in the Action and any related appeal;

8. Any settlement-related order(s) or judgment(s) entered in this Action after the date of execution of this Settlement Agreement shall be deemed vacated and shall be without any force or effect;

9. All costs incurred in connection with the Settlement Agreement, including, but not limited to, notice, publication, claims administration and customer communications are the responsibility of Defendants and will be paid by Defendants. Neither Class Representatives nor Class Counsel shall be responsible for any of these costs or other settlement-related costs; and

10. Notwithstanding the terms of this paragraph, if the Settlement is not consummated, Class Counsel may include any time spent in settlement efforts as part of any fee petition filed at the conclusion of the case, and Subaru and Denso reserve the right to object to the reasonableness of such requested fees.

XI. GENERAL MATTERS AND RESERVATIONS

A. Subaru and Denso have denied and continue to deny each and all of the claims and contentions alleged in the Action, and have denied and continue to deny that they have committed any violation of law or engaged in any wrongful act that was alleged, or that could have been alleged, in the Action. Subaru and Denso believe that they have valid and complete defenses to the claims asserted against them in the Action and deny that they committed any violations of law, engaged in any unlawful act or conduct, or that there is any basis for liability for any of the claims that have been, are, or might have been alleged in the Action. Nonetheless, Subaru and Denso have concluded that it is desirable that the Action be fully and finally settled in the matter and upon the terms and conditions set forth in this Settlement Agreement.

B. The obligation of the Parties to conclude the Settlement Agreement is and shall be contingent upon each of the following:

1. Entry by the Court of the Final Order and Judgment approving the Settlement Agreement, from which the time to appeal has expired or which has remained unmodified after any appeal(s); and

2. Any other conditions stated in this Settlement Agreement.

C. The Parties and their counsel agree to keep the existence and contents of this Settlement Agreement confidential until the date on which the Motion for Preliminary Approval is filed; provided, however, that this Section shall not prevent Subaru or Denso from disclosing such necessary information from this Settlement Agreement, prior to the date on which the Motion for Preliminary Approval is filed, to state and federal agencies, independent accountants, actuaries, advisors, financial analysts, insurers, or attorneys. Nor shall it prevent the Parties and their counsel from disclosing such information to persons or entities (such as experts, courts, co-counsel, and/or administrators) to whom the Parties agree disclosure must be made to effectuate the terms and conditions of this Settlement Agreement.

D. Class Representatives and Class Counsel agree that the confidential information made available to them solely through the settlement process was made available, as agreed to, on the condition that neither Class Representatives nor their counsel may disclose it to third parties (other than experts or consultants retained by Class Representatives in connection with the Action); that it not be the subject of public comment; that it not be used by Class Representatives or Class Counsel in any way in this litigation or otherwise should the Settlement Agreement not be achieved, and that it is to be returned if a settlement is not concluded; provided, however, that nothing contained herein shall prohibit Class Representatives from seeking such information through formal discovery if not previously requested through formal discovery or from referring to the existence of such information in connection with the settlement of the Action.

E. Information provided by Subaru, Denso, Subaru's Counsel, and/or Denso's Counsel to Class Representatives, Class Counsel, Plaintiffs' Counsel, any individual Class Member, counsel for any individual Class Member, and/or administrators, pursuant to the negotiation and implementation of this Settlement Agreement, includes trade secrets and highly confidential and proprietary business information and shall be deemed "Highly Confidential" pursuant to the protective orders that have been or will be entered in the Action, and shall be subject to all of the provisions thereof. Any materials inadvertently produced shall, upon Subaru's or Denso's request, be promptly returned to Subaru's Counsel or Denso's Counsel, and there shall be no implied or express waiver of any privileges, rights, and defenses.

F. Within 90 days after the Final Effective Date (unless the time is extended by agreement of the Parties), Class Counsel, Plaintiffs' Counsel, and any expert or other consultant employed by them in such capacity or any other individual with access to documents provided by Subaru, Denso, Subaru's Counsel, and/or Denso's shall either: (i) return to Subaru's Counsel or Denso's Counsel, all such documents and materials (and all copies of such documents in whatever form made or maintained), physical evidence, and/or tangible items produced during the settlement process by Subaru and/or Subaru's Counsel or Denso and/or Denso's Counsel and any and all handwritten notes summarizing, describing or referring to such documents; or (ii) certify to Subaru's Counsel or Denso's Counsel that all such documents, physical evidence, tangible items, and/or materials (and all copies of such documents in whatever form made or maintained) produced by Subaru and/or Subaru's Counsel or Denso and/or Denso's Counsel and any and all handwritten notes summarizing, describing or referring to such documents have been destroyed, provided, however, that this Section XI.F shall not apply to any documents made part of the record in connection with a Claim for reimbursement as part of the Out-of-Pocket Claims Process, nor to

any documents made part of a Court filing, nor to Class Counsel's and Plaintiffs' Counsel's work-product. Nothing in this Settlement Agreement shall affect any confidentiality order or protective order in the Action.

G. Subaru's execution of this Settlement Agreement shall not be construed to release – and Subaru expressly does not intend to release – any claim Subaru may have or make against any insurer for any cost or expense incurred in connection with this Settlement Agreement, including, without limitation, for Attorneys' Fees, Costs, and Expenses.

H. Denso's execution of this Settlement Agreement shall not be construed to release – and Denso expressly does not intend to release – any claim Denso may have or make against any insurer for any cost or expense incurred in connection with this Settlement Agreement, including, without limitation, for Attorneys' Fees, Costs, and Expenses.

I. Class Counsel represent that: (1) they are authorized by Class Representatives to enter into this Settlement Agreement with respect to the claims in this Action; and (2) they are seeking to protect the interests of the Class.

J. Class Counsel further represent that Class Representatives: (1) have agreed to serve as representatives of the Class proposed to be certified herein; (2) are willing, able, and ready to perform all of the duties and obligations of representatives of the Class, including, but not limited to, being involved in discovery and fact-finding; (3) have read the pleadings in the Action or have had the contents of such pleadings described to them; (4) are familiar with the results of the fact-finding undertaken by Class Counsel; (5) have been kept apprised of settlement negotiations among the Parties, and have either read this Settlement Agreement, including the exhibits annexed hereto, or have received a detailed description of it from Class Counsel and/or Plaintiffs' Counsel and have agreed to its terms; (6) have consulted with Class Counsel about the Action and this

Settlement Agreement and the obligations imposed on representatives of the Class; (7) have authorized Class Counsel to execute this Settlement Agreement on their behalf; and (8) shall remain and serve as representatives of the Class until the terms of this Settlement Agreement are effectuated, this Settlement Agreement is terminated in accordance with its terms, or the Court at any time determines that said Class Representatives cannot represent the Class.

K. The Parties acknowledge and agree that no opinion concerning the tax consequences of the Settlement Agreement to Class Members is given or will be given by the Parties, nor are any representations or warranties in this regard made by virtue of this Settlement Agreement. Each Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Class Member.

L. Subaru represents and warrants that the individual(s) executing this Settlement Agreement is authorized to enter into this Settlement Agreement on behalf of Subaru.

M. Denso represents and warrants that the individual(s) executing this Settlement Agreement is authorized to enter into this Settlement Agreement on behalf of Denso.

N. This Settlement Agreement, complete with its exhibits, sets forth the sole and entire agreement among the Parties with respect to its subject matter, and it may not be altered, amended, or modified except by written instrument executed by Class Counsel, Subaru's Counsel on behalf of Subaru, and Denso's Counsel on behalf of Denso. The Parties expressly acknowledge that no other agreements, arrangements, or understandings not expressed in this Settlement Agreement exist among or between them, and that in deciding to enter into this Settlement Agreement, they rely solely upon their judgment and knowledge. This Settlement Agreement supersedes any prior

agreements, understandings, or undertakings (written or oral) by and between the Parties regarding the subject matter of this Settlement Agreement.

O. This Settlement Agreement and any amendments thereto shall be governed by and interpreted according to the law of the State of New Jersey notwithstanding its conflict-of-laws provisions.

P. The Parties agree that the Court may retain continuing and exclusive jurisdiction over them, including all Settlement Class Members, for the purpose of the administration and enforcement of this Settlement Agreement. Any disagreement and/or action to enforce this Settlement Agreement shall be commenced and maintained only in the United States District Court for the District of New Jersey.

Q. Whenever this Settlement Agreement requires or contemplates that one of the Parties shall or may give notice to the other, notice shall be provided by e-mail and/or next-day (excluding Saturdays, Sundays, and Federal Holidays) express delivery service as follows:

1. If to Subaru, then to:

Homer B. Ramsey
SHOOK, HARDY & BACON L.L.P.
1 Rockefeller Plaza, Suite 2801
New York, NY 10020
Telephone: (212) 989-8844
Email: hramsey@shb.com

2. If to Denso, then to:

Daniel R.W. Rustmann
BUTZEL LONG, P.C.
150 W. Jefferson, Suite 100
Detroit, MI 48226
Telephone: 313-225-7067
Email: rustmann@butzel.com

3. If to the Class, then to:

James E. Cecchi
Caroline Bartlett
**CARELLA, BYRNE, CECCHI,
BRODY & AGNELLO, P.C.**
5 Becker Farm Road
Roseland, NJ 07068
Telephone: (973) 994-1700
Email: jcecchi@carellabyrne.com, cbartlett@carellabyrne.com

Christopher A. Seeger
Christopher L. Ayers
SEEGER WEISS LLP
55 Challenger Road, 6th Floor
Ridgefield Park, NJ 07660
Telephone: (973) 639-9100
Email: cseeger@seegerweiss.com, cayers@seegerweiss.com

W. Daniel “Dee” Miles III
Demet Basar
BEASLEY, ALLEN, CROW, METHVIN, PORTIS & MILES, P.C.
218 Commerce Street
Montgomery, Alabama 36104
Telephone: (800) 898-2034
Email: Dee.Miles@BeasleyAllen.com, Demet.Basar@BeasleyAllen.com

R. All time periods set forth herein shall be computed in calendar days unless otherwise expressly provided. In computing any period of time prescribed or allowed by this Settlement Agreement or by order of the Court, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a Federal Holiday, or, when the act to be done is the filing of a paper in court, a day on which weather or other conditions have made the office of the clerk of the court inaccessible, in which event the period shall run until the end of the next day that is not one of the aforementioned days. As used in this Section “Federal Holiday” includes New Year’s Day, Birthday of Martin Luther King, Jr., Presidents ’Day,

Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Patriot's Day, Thanksgiving Day, Christmas Day, and any other day appointed as a holiday by the President, the Congress of the United States, or the Clerk of the United States District Court for the District of New Jersey.

S. The Parties reserve the right, subject to the Court's approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement.

T. The Class, Class Representatives, Class Counsel, Subaru, Subaru's Counsel, Denso, and/or Denso's Counsel shall not be deemed to be the drafter of this Settlement Agreement or of any particular provision, nor shall they argue that any particular provision should be construed against its drafter. All Parties agree that this Settlement Agreement was drafted by counsel for the Parties during extensive arm's length negotiations.

U. The Parties expressly acknowledge and agree that this Settlement Agreement and its exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, and correspondence, constitute an offer of compromise and a compromise within the meaning of Federal Rule of Evidence 408 and any equivalent rule of evidence in any state. In no event shall this Settlement Agreement, any of its provisions, or any negotiations, statements, or court proceedings relating to its provisions in any way be construed as, offered as, received as, used as, or deemed to be evidence of any kind in the Action, any other action, or in any judicial, administrative, regulatory, or other proceeding, except in a proceeding to enforce this Settlement Agreement or the rights of the Parties or their counsel. Without limiting the foregoing, neither this Settlement Agreement nor any related negotiations, statements, or court proceedings shall be construed as, offered as, received as, used as, or deemed to be evidence or an admission or

concession of any liability or wrongdoing whatsoever on the part of any person or entity, including, but not limited to, the Released Parties, Class Representatives, or the Class or as a waiver by the Released Parties, Class Representatives, or the Class of any applicable privileges, claims, or defenses.

V. Class Representatives, through their counsel, expressly affirm that the allegations contained in the Class Action Complaint and all prior complaints filed in the Action were made in good faith, but consider it desirable for the Action to be settled and dismissed because of the substantial benefits that the Settlement Agreement will provide to Class Members.

W. The Parties, their successors and assigns, and their counsel undertake to implement the terms of this Settlement Agreement in good faith, and to act in good faith in resolving any disputes that may arise in the implementation of the terms of this Settlement Agreement.

X. The waiver by one Party of any breach of this Settlement Agreement by another Party shall not be deemed a waiver of any prior or subsequent breach of this Settlement Agreement.

Y. If one Party to this Settlement Agreement considers another Party to be in breach of its obligations under this Settlement Agreement, that Party must provide the breaching Party with written notice of the alleged breach and provide a reasonable opportunity to cure the breach before taking any action to enforce any rights under this Settlement Agreement.

Z. The Parties, their successors and assigns, and their counsel agree to publicly support this Settlement Agreement, to cooperate fully with one another in seeking Court approval of this Settlement Agreement and to use their best efforts to effect the prompt consummation of the Settlement Agreement.

AA. This Settlement Agreement may be signed with a facsimile signature and in counterparts, each of which shall constitute a duplicate original.

BB. In the event any one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision if Subaru's Counsel, on behalf of Subaru, Denso's Counsel, on behalf of Denso, and Class Counsel, on behalf of Class Representatives and Class Members, mutually agree in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Settlement Agreement. Any such agreement shall be reviewed and approved by the Court before it becomes effective.

CC. This Settlement Agreement shall be binding upon and inure to the benefit of, the successors and assigns of the Class and Defendants.

Agreed to on the date indicated below.

CC. This Settlement Agreement shall be binding upon and inure to the benefit of, the successors and assigns of the Class and Defendants.

Agreed to on the date indicated below.

APPROVED AND AGREED TO BY CLASS COUNSEL AS AUTHORIZED BY PLAINTIFFS

BY: _____ DATE: _____, 2024
W. Daniel "Dee" Miles III

BY: _____ DATE: _____, 2024
James E. Cecchi

BY: _____ DATE: _____, 2024
Christopher A. Seeger

APPROVED AND AGREED TO BY SUBARU OF AMERICA, INC.

BY: *Michael D. Campbell* DATE: May 7, 2024
NAME: MICHAEL D. CAMPBELL
TITLE: VILE PRESIDENT SERVICE & QUALITY

APPROVED AND AGREED TO AS TO FORM BY SUBARU'S COUNSEL

BY: *Homer B. Ramsey* DATE: MAY 30, 2024
HOMER B. RAMSEY
SHOOK, HARDY & BACON L.L.P.

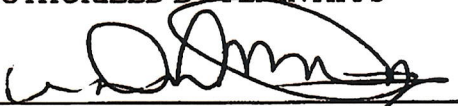
APPROVED AND AGREED TO BY DENSO INTERNATIONAL AMERICA, INC.

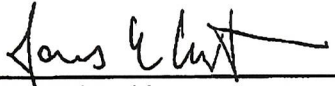
BY: *Jon M. Canty* DATE: May 30, 2024, 2024
NAME: Jon M. Canty
TITLE(S): General Counsel

APPROVED AND AGREED TO AS TO FORM BY DENSO'S COUNSEL

BY: *Daniel R.W. Rusemann* DATE: MAY 30, 2024
DANIEL R.W. RUSEMANN
BUTZEL LONG, P.C.

APPROVED AND AGREED TO BY CLASS COUNSEL
AS AUTHORIZED BY PLAINTIFFS

BY:  DATE: May 30th, 2024
W. Daniel "Dee" Miles III

BY:  DATE: May 30, 2024, 2024
James E. Cecchi


BY:  DATE: May 30, 2024
Christopher A. Seeger

EXHIBIT 1

VIN LIST OF ADDITIONAL VEHICLES

[Due to the voluminous size of the VIN list of Additional Vehicles, it is not being filed with the Court but will be made available upon request.]

EXHIBIT 2

VIN LIST OF RECALLED VEHICLES

[Due to the voluminous size of the VIN list of Recalled Vehicles, it is not being filed with the Court but will be made available upon request.]

EXHIBIT 3

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

GILLES COHEN, MUHAMMAD
ADNAN, DONNY WOO, BENJAMIN
MOORE, MARY LOU PLANTE,
MEREDITH MEIN DE VERA, DAN
ROSENTHAL, ALEXANDRA EFANTIS,
BLAISE FONTENOT, JOHN MICKLO,
TROY PERRY, JAQUELINE
FERGUSON, KATHERINE GRIFFIN,
KATHERINE MUTSCHLER,
BENJAMIN CHRISTENSEN, JENNIFER
LILLEY, STEVEN BIONDO, CHANTEL
NELSON, JACQUELINE BROCKMAN,
MARTY BROWN, CHRISTINE KING,
KEVIN KING, PAULA WEEKS,
MARTIN TORRESQUINTERO, COLE
SWEETON, CHRISTINE SCHULTZ,
DAVID SROELOV, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

SUBARU OF AMERICA, INC. and
DENSO INTERNATIONAL OF
AMERICA, INC.,

Defendants.

Civil Action No. 1:20-cv-08442-
JHR-AMD

**[PROPOSED] ORDER
GRANTING PRELIMINARY
APPROVAL OF CLASS
ACTION SETTLEMENT**

WHEREAS, pursuant to Fed. R. Civ. P. (“Rule”) 23(a), 23(b)(3), and 23(e), the parties seek entry of an order, *inter alia*, preliminarily approving the Class Settlement of this Action (“Settlement”) pursuant to the terms and provisions of the Settlement Agreement dated May 30, 2024, with attached exhibits (“Settlement Agreement”); preliminarily certifying the Settlement Class for settlement purposes only; directing Notice to the Settlement Class pursuant to the parties’ proposed

Notice Plan; preliminarily appointing the Settlement Class Representatives, Settlement Class Counsel and the Settlement Administrator; directing the timing and procedures for any objections to, and requests for exclusion from, the Settlement; setting forth other procedures, filings and deadlines; and scheduling the Final Fairness Hearing;

WHEREAS, the Settlement has been filed with the Court, and Plaintiffs have filed an Unopposed Motion for Preliminary Approval of Settlement, Certification of the Proposed Class for Settlement Purposes, Directing Notice to the Class, and Related Relief (the “Motion”); and

WHEREAS, the Court has read and considered the Motion, the Settlement Agreement and its exhibits, the record in these proceedings, the representations and recommendations of counsel, and the requirements of the law,

NOW, IT IS HEREBY ORDERED THAT:

1. This Order incorporates by reference the definitions in the Settlement Agreement, and all terms used in this Order shall have the same meanings as set forth in the Settlement Agreement.

2. The Court preliminarily approves the Settlement Agreement, and its Settlement terms, as fair, reasonable and adequate under Rule 23, subject to further consideration at the Final Fairness Hearing.

3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court preliminarily certifies, for settlement purposes only, the following Class:

All individuals or legal entities who, at any time as of the Initial Notice Date, own or owned, purchase(d) or lease(d) Covered Vehicles¹ in any of the fifty States, the District of Columbia, Puerto Rico, and all other United States territories and/or possessions. Excluded from the Settlement Class are: (a) Subaru, its officers, directors and employees;

¹ The Covered Vehicles are the Additional Vehicles and Recalled Vehicles, as identified in Exhibits 1 and 2 to the Settlement Agreement.

its affiliates and affiliates' officers, directors and employees; its distributors and distributors' officers, directors and employees; and Subaru Dealers and Subaru Dealers' officers and directors; (b) Denso, its officers, directors and employees; its affiliates and affiliates' officers, directors and employees; its distributors and distributors' officers, directors and employees; (c) Plaintiffs' Counsel; and (d) judicial officers and their immediate family members and associated court staff assigned to this case. In addition, persons or entities are not Class Members once they timely and properly exclude themselves from the Settlement Class, as provided in the Settlement Agreement and this Order, once the exclusion request is finally approved by the Court.

4. The Court appoints James E. Cecchi of Carella, Byrne, Cecchi, Olstein, Brody & Agnello, P.C., Christopher A. Seeger of Seeger Weiss LLP, and W. Daniel "Dee" Miles III of Beasley, Allen, Crow, Methvin, Portis & Miles, P.C. as Class Counsel for the Settlement Class.

5. The Court appoints Plaintiffs Gilles Cohen, Muhammad Adnan, Donny Woo, Benjamin Moore, Mary Lou Plante, Meredith Mein De Vera, Dan Rosenthal, John Micklo, Troy Perry, Jaqueline Ferguson, Katherine Griffin, Alexandra Efantis, Blaise Fontenot, Katherine Mutschler, Benjamin Christensen, Jennifer Lilley, Steven Biondo, Chantel Nelson, Jacqueline Brockman, Marty Brown, Christine King, Kevin King, Paula Weeks, Martin Torresquintero, Cole Sweeton, Christine Schultz, and David Sroelov as Settlement Class Representatives.

6. The Court appoints JND Legal Administration as the Settlement Administrator ("Settlement Administrator").

7. The Court preliminarily finds, solely for purposes of the Settlement, that the Rule 23 criteria for certification of the Settlement Class exists in that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members in the Action is impracticable; (b) there are questions of law and fact common to the Settlement Class that predominate over any individual questions; (c) the claims of the Settlement Class Representatives are typical of the claims of the Settlement

Class; (d) the Settlement Class Representatives and Class Counsel have and will continue to fairly and adequately represent and protect the interests of the Settlement Class; and (e) a class action is superior to all other available methods for the fair and efficient adjudication of the controversy.

8. In addition, the Court preliminarily finds that certification of the Settlement Class is appropriate when balanced against the risks and delays of further litigation. 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.

9. The Court also preliminarily finds that the Settlement Agreement has been reached as a result of intensive, arm's-length negotiations of disputed claims, and that the proposed Settlement is not the result of any collusion.

10. The Court approves the form and content of the Direct Mail Notice (Exhibit 6 to the Settlement Agreement), the Long Form Notice (Exhibit 5 to the Settlement Agreement) and the Claim Form (Exhibit 7 to the Settlement Agreement). The Court further finds that the mailing of the Direct Mail Notice in the manner set forth in the Settlement Agreement, as well as the establishment of a settlement website and other forms of notice provided in the Notice Plan (Exhibit 4 to the Settlement Agreement), satisfy Rule 23, due process, and constitute the best notice practicable under the circumstances. The Notice Plan set forth in the Settlement Agreement is reasonably calculated to apprise the Settlement Class of the pendency of the Action, the certification of the Settlement Class for settlement purposes only, the terms of the Settlement, its benefits and the Release of Claims, the Settlement Class Members' rights including the right to, and the deadlines and procedures for, requesting exclusion from the Settlement or objecting to the

Settlement, Class Counsel's application for Fees and Expenses and/or the application for Settlement Class Representative Service Awards, the deadline, procedures and requirements for submitting a Claim for Reimbursement pursuant to the Settlement terms, the time, place, and right to appear at the Final Fairness hearing, and other pertinent information about the Settlement and the Settlement Class Members' rights. The Court authorizes the Parties to make non-material modifications to the Direct Mail Notice prior to mailing, and to the Long Form Notice and Claim Form, if they jointly agree that any such changes are appropriate.

11. The notices and Notice Program constitute sufficient notice to all persons and entities entitled to notice. The notices and Notice Program satisfy all applicable requirements of law, including, but not limited to, Rule 23 and the constitutional requirement of due process. The Court finds that the forms of notice are written in simple terminology, are readily understandable by Class Members and comply with the Federal Judicial Center's illustrative class action notices. The Court orders that the notices be disseminated to the Class as per the Notice Program. Accordingly, the Court approves, and directs the implementation of, the Notice Plan pursuant to the terms of the Settlement Agreement.

12. The Settlement Administrator is directed to perform all settlement administration duties set forth in, and pursuant to the terms and time periods of, the Settlement Agreement, including mailing of the CAFA Notice, implementing and maintaining the Settlement website, disseminating the Class Notice to the Settlement Class, the processing, review and determination of timely submitted and proper Claims for Reimbursement under the Settlement terms, and the submission of any declarations and other materials to counsel and the Court, as well as any other duties required under the Settlement Agreement.

13. The Departments of Motor Vehicles within the United States, the District of Columbia, Puerto Rico, Guam, and all other United States territories

and/or possessions are ordered to provide approval to the Settlement Administrator, through data aggregators such as Experian, IHS Automotive, Driven by Polk, or otherwise, to obtain and utilize vehicle registration information for the purpose of identifying the names and contact information of purchasers and lessees of Settlement Class Vehicles for the purposes of disseminating the Settlement Class Notice to the Settlement Class Members. Vehicle registration information includes, but is not limited to, owner/lessee name and address information, registration date, year, make, and model of the vehicle. Experian, or any other data aggregator company so retained by the Settlement Administrator or the Parties, is ordered to license the Settlement Class Members' contact information to the Settlement Administrator and/or Defendants solely for the use of providing Settlement Class Notice in the Action and for no other purpose.

14. Any Settlement Class Member who wishes to be excluded from the Settlement Class must mail, by first-class mail, postmarked on or before the date ordered by the Court below, a written request for exclusion ("Request for Exclusion") to the Settlement Administrator at the address specified in the Class Notice. To be effective, the Request for Exclusion must include:

- a. The case name and number of the Action;
- b. The excluding class member's full name, current residential address, mailing address (if different), telephone number, and e-mail address;
- c. An explanation of the basis upon which the excluding Class Member claims to be a Class Member, including the make, model year, and VIN(s) of the Subject Vehicle(s);
- d. A request that the Class Member wants to be excluded from the Class; and
- e. The excluding Class Member's dated, handwritten signature (an electronic signature or attorney's signature is not sufficient).

15. The Settlement Administrator shall forward copies of any written requests for exclusion to Class Counsel, Denso's Counsel, and Subaru's Counsel. A list reflecting all timely requests for exclusion shall be filed with the Court by the Settlement Administrator no later than forty-two (42) days before the Fairness Hearing.

16. Any Settlement Class Member who fails to submit a timely and complete Request for Exclusion sent to the proper addresses shall remain in the Settlement Class and shall be subject to and bound by all determinations, orders and judgments in the Action concerning the Settlement, including but not limited to the Released Claims set forth in the Settlement Agreement, Final Order and Judgment in the Action, even if he, she, they, or it has litigation pending or subsequently initiates litigation against Subaru and/or Denso relating to the claims and transactions released in the Action. Subaru's Counsel shall provide to the Settlement Administrator, within twenty (20) business days of the entry of the Preliminary Approval Order, a list of all counsel for anyone who has then-pending litigation against Subaru relating to claims involving the Covered Vehicles. Denso's Counsel shall provide to the Settlement Administrator, within twenty (20) business days of the entry of the Preliminary Approval Order, a list of all counsel for anyone who has then-pending litigation against Denso relating to claims involving Denso low-pressure fuel pumps in the Covered Vehicles.

17. Any Settlement Class Member who has not submitted a Request for Exclusion may object to the fairness of the Settlement Agreement and/or the requested amount of Class Counsel Fees and Expenses and/or Settlement Class Representative service awards.

- a. To object, a Settlement Class Member must either, on or before the date ordered by the Court below: (1) file their objection electronically with the Court, or (2) mail their objection to (a) the Clerk of the Court,

Mitchell H. Cohen Building & U.S. Courthouse, 4th & Cooper Streets, Camden, NJ 08101; (b) James E. Cecchi, Esq., Carella, Byrne, Cecchi, Olstein, Brody & Agnello, P.C., 5 Becker Farm Rd, Roseland, NJ 07068, on behalf of Class Counsel; (c) Homer B. Ramsey, Esq., Shook, Hardy & Bacon L.L.P., 1 Rockefeller Plaza, Suite 2801, New York, NY 10020 on behalf of Defendant Subaru's counsel; and (d) Daniel Rustmann, Esq., Butzel Long, P.C., 150 West Jefferson, Suite 100, Detroit, MI 48226 on behalf of Defendant Denso's counsel, postmarked on or before the date ordered by the Court below.

- b. Any objecting Settlement Class Member must include the following with their objection: (i) The case name and number of the Action; (ii) The objector's full name, current residential address, mailing address (if different), telephone number, and e-mail address; (iii) An explanation of the basis upon which the objector claims to be a Class Member, including the make, model year, and VIN(s) of the Covered Vehicle(s), and whether the Covered Vehicle is currently owned or currently leased by the Class Member; (iv) whether the objection applies only to the objector, to a specific subset of the Class, or to the entire Class, and all grounds for the objection, accompanied by any legal support for the objection, and any documents or other evidence the objector believes supports the objection; (v) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection to this Settlement, the caption and case number of each case in which the objector has made such objection and the caption and case number of any related appeal, and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and

appellate courts in each listed case; (vi) the full name, telephone number, mailing address, and e-mail address of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement Agreement and/or the request for Attorneys' Fees, Costs and Expenses; (vii) the identity of all counsel representing the objector who will appear at the Fairness Hearing; (viii) the number of times the objector's counsel has objected to a class action settlement within the five years preceding the date that they have filed the objection, and the caption and case number of each case in which objector's counsel has made such objection and the caption and case number of any related appeal; (ix) if the Class Member or his or her counsel have not made any such prior objection, the Class Member shall affirmatively so state in the written materials provided with the objection; (x) a list of all persons who will be called to testify at the Fairness Hearing in support of the objection; (xi) a statement confirming whether the objector intends to personally appear and/or testify at the Fairness Hearing, and; (xii) the objector's original signature and date of signature. Each objection must be personally signed by the objector (an electronic signature or attorney's signature is not sufficient). Any objection that fails to satisfy these requirements shall not be considered by the Court.

- c. Subject to the approval of the Court, any Settlement Class Member who has properly filed a timely objection may appear, in person or by counsel, at the Final Fairness Hearing to explain why the proposed Settlement should not be approved as fair, reasonable and adequate, or to object to any motion for Class Counsel Fees and Expenses or

Settlement Class Representative service awards. In order to appear, any Settlement Class Member must, no later than the objection deadline, file with the Clerk of the Court and serve upon all counsel designated in the Class Notice, a Notice of Intention to Appear at the Final Fairness Hearing. The Notice of Intention to Appear must include copies of any papers, exhibits or other evidence and the identity of all witnesses that the objecting Settlement Class Member (or the objecting Settlement Class Member's counsel) intends to present to the Court in connection with the Final Fairness Hearing. Any Settlement Class Member who does not provide a Notice of Intention to Appear in accordance with the deadline and other requirements set forth in this Order and the Class Notice shall be deemed to have waived any right to appear, in person or by counsel, at the Final Fairness Hearing.

- d. Any Settlement Class Member who has not properly filed a timely objection in accordance with the deadline and requirements set forth in this Order and the Class Notice shall be deemed to have waived any objections to the Settlement and any adjudication or review of the Settlement Agreement by appeal or otherwise.

18. In the event the Settlement is not granted final approval by the Court, or for any reason the parties fail to obtain a Final Order and Final Judgment as contemplated in the Settlement Agreement, or the Settlement is terminated pursuant to its terms for any reason, then the following shall apply:

- a. All orders and findings entered in connection with the Settlement shall become null and void and have no further force and effect, shall not be used or referred to for any purposes whatsoever, and shall not be admissible or discoverable in this or any other proceeding, judicial or otherwise;

- b. All of the Parties' respective pre-Settlement claims, defenses and procedural rights will be preserved, and the parties will be restored to their positions *status quo ante*;
- c. Nothing contained in this Order is, or may be construed as, any admission or concession by or against Defendants, Released Parties or Plaintiffs on any allegation, claim, defense, or point of fact or law in connection with this Action;
- d. Neither the Settlement terms nor any publicly disseminated information regarding the Settlement, including, without limitation, the Class Notice, court filings, orders and public statements, may be used as evidence in this or any other proceeding, judicial or otherwise; and
- e. The preliminary certification of the Settlement Class pursuant to this Order shall be vacated automatically, and the Action shall proceed as though the Settlement Class had never been preliminarily certified.

19. Pending the Final Fairness Hearing and the Court's decision whether to grant final approval of the Settlement, no Settlement Class Member, either directly, representatively, or in any other capacity (including those Settlement Class Members who filed Requests for Exclusion from the Settlement which have not yet been reviewed and approved by the Court at the Final Fairness Hearing), shall commence, prosecute, continue to prosecute, or participate in, against any of the Released Parties, any action or proceeding in any court or tribunal (judicial, administrative or otherwise) asserting any of the matters, claims or causes of action that are to be released in the Settlement Agreement. Pursuant to 28 U.S.C. § 1651(a) and 2283, the Court finds that issuance of this preliminary injunction is necessary and appropriate in aid of the Court's continuing jurisdiction and authority over the Action.

20. Pending the Final Fairness Hearing and any further determination thereof, this Court shall maintain continuing jurisdiction over these Settlement proceedings.

21. The terms and provisions of the Settlement Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that after entry of the Final Order and Final Judgment, the Parties may by written agreement effect such amendments, modifications, or expansions of this Settlement Agreement and its implementing documents (including all exhibits) without further notice to the Class or approval by the Court if such changes are consistent with the Court's Final Order and Final Judgment and do not limit the rights of Class Members under the Settlement Agreement.

22. Based on the foregoing, the Court sets the following Settlement deadlines. If any deadline set forth in this Order falls on a weekend or federal holiday, then such deadline shall extend to the next business day. These deadlines may be extended by order of the Court, for good cause shown, without further notice to the Class. Settlement Class Members must check the Settlement website regularly for updates and further details regarding this Settlement:

| Event | Deadline |
|--|---|
| Commencement of Class Notice Program | Not later than 2-days of the date of the Preliminary Approval Order |
| Subaru's Counsel shall provide to the Settlement Administrator a list of all counsel for anyone who has then-pending litigation against Subaru involving claims concerning Denso low-pressure fuel pumps in the Covered Vehicles, and Denso's Counsel shall provide to the Settlement Administrator a list of all counsel for anyone who has | _____ [20-days after Preliminary Approval Order] |

| | |
|--|---|
| <p>then-pending litigation against Denso involving claims concerning Denso low-pressure fuel pumps in the Covered Vehicles.</p> | |
| <p>Class Notice Substantially Completed</p> | <p>_____ [75-days after Preliminary Approval Order]</p> |
| <p>Plaintiffs’ Motion for Final Approval of the Settlement to be filed</p> | <p>_____ [80-days after issuance of Preliminary Approval Order]</p> |
| <p>Class Counsel’s Fee and Expense Application and Request for Service Awards for Class Representatives, with accompanying expert report(s)</p> | <p>_____ [80-days after issuance of Preliminary Approval Order]</p> |
| <p>Postmark Deadline for submission to the Clerk of all objections by Class Members.</p> | <p>_____ [110-days after issuance of Preliminary Approval Order]</p> |
| <p>Deadline for filing Notice of Intent to Appear at Fairness Hearing by Class Members and/or their personal attorneys.</p> | <p>_____ [110-days after issuance of Preliminary Approval Order]</p> |
| <p>Postmark Deadline for Class Members to Mail their Requests for Exclusion (Opt-Out) from the Settlement.</p> | <p>_____ [110-days after issuance of Preliminary Approval Order]</p> |
| <p>Settlement Administrator shall file with the Court a declaration (i) reporting the names of all persons and entities that submitted timely Requests for Exclusion; and (ii) attesting that Notice was disseminated in accordance with the Settlement Agreement and this Preliminary Approval Order.</p> | <p>_____ [115-days after issuance of Preliminary Approval Order; No later than 25-days before the Fairness Hearing]</p> |

| | |
|--|--|
| Any submissions by the Parties concerning Final Approval of Settlement and in response to any objections and requests for exclusion | _____ [125-days after issuance of Preliminary Approval Order] |
| Fairness Hearing will be held at Mitchell H. Cohen Building & U.S. Courthouse, 4th & Cooper Streets, Camden, NJ 08101, Courtroom 5D or by video conference as determined by the Court. | _____ at _____ [a/m. or p.m.] - [No sooner than 130-days after issuance of Preliminary Approval Order] |

SO ORDERED:

Date: _____

Honorable Joseph H. Rodriguez
United States District Judge

EXHIBIT 4



Cohen v. Subaru

SETTLEMENT NOTICE PLAN

NOTICE PLAN OBJECTIVE

The objective of the proposed Notice Plan is to provide the best notice practicable, consistent with the methods and tools employed in other court-approved notice programs. The Federal Judicial Center's (FJC) *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide* considers a Notice Plan with a high reach (above 70%) effective.¹

CLASS DEFINITION

The Class or Class Members consist of all individuals or legal entities who, at any time as of the entry of the Initial Notice Date, own or owned, purchase(d) or lease(d) Covered Vehicles in any of the fifty States, the District of Columbia, Puerto Rico, and all other United States territories and/or possessions.

CASE INFORMATION

JND's proposed Notice Plan was designed based on the following case information:

1. The case alleges defective fuel delivery system which causes the car to stall or lose power while in motion.
2. An estimated 1,388,532 vehicles or VINs are affected.
3. The Class is estimated to include 2.3 million Class Members.
4. Direct notice will be mailed to all Class Member postal addresses located via VINs.
5. The direct notice effort will reach the vast majority of Class Members.
6. A supplemental media campaign will be used to further extend the reach of notice.

¹ Reach is the percentage of a specific population group exposed to a media vehicle or a combination of media vehicles containing a notice at least once over the course of a campaign. Reach factors out duplication, representing total different/net persons.



NOTICE PLAN STRATEGIES

Direct notice will be mailed to all Class Members located through VIN searches. To supplement the direct notice effort, JND proposes a 4-week digital campaign that will specifically target Class Members using: (1) a custom audience list match of Class Member data via Google Display Network (“GDN”), Facebook, and Instagram; and (2) VIN targeting through iHeart Automotive Connection (“IAC”). JND will also establish and maintain an informational case website, toll-free number, post office box, and email address for this matter.

NOTICE PLAN DETAILS

Direct Notice

For purposes of identifying Class Members, JND will obtain from Polk/IHS Markit or Experian the names and current or last known addresses of both current and former Class Vehicle owners and lessees that can reasonably be obtained, based upon the VINs of Class Vehicles to be provided by Subaru.

Prior to mailing the Class Notice, JND will conduct an address search through the U.S. Postal Service’s National Change of Address database to update the address information for Class Vehicle owners and lessees. For any individual Class Notice that is returned as undeliverable, JND will re-mail the Class Notice where a forwarding address has been provided. For any remaining undeliverable notice packets where no forwarding address is provided, JND will perform an advanced address search (e.g., a skip trace) and re-mail any undeliverable to the extent any new and current addresses are located.

The Class Notice will contain all required information as well as a sentence in Spanish directing Class Members to the case website for a copy of the Long Form Notice translated to Spanish.

Supplemental Digital Campaign

To supplement the direct notice effort, JND proposes serving approximately **20 million digital impressions**² based on the targeting strategies outlined below.

- **Custom Audience Targeting:** The process begins with JND providing the platforms with Class Member data containing first/last names and phone number and/or postal addresses. GDN will then match the provided Class data with their own first-party data which they collect through Gmail, YouTube, Chrome registrations, etc. Likewise, Facebook/Instagram will match the provided data with their account user data. All matches will be added to a “Custom Audience” list. Ads will then be served to the Custom Audience while they are active on GDN, Facebook, and Instagram over the course of campaign. The matched Class Member must be active on GDN, Facebook, or Instagram during the campaign period in order to be served an ad. The Class Member data will not be used for any purpose other than for the customer match campaign.
- **iHeart Automotive Connection (IAC) Targeting:** IAC is typically used by dealers to reach out to current owners regarding maintenance/service or encourage them to buy a new car. IAC is able to serve email notice, which will include a sentence in Spanish

² Impressions or Exposures are the total number of opportunities to be exposed to a media vehicle or combination of media vehicles containing a notice. Impressions are a gross or cumulative number that may include the same person more than once. As a result, impressions can and often do exceed the population size.



directing recipients to the case website for a copy of the Long Form Notice translated to Spanish, to all affected VINs. IAC will then serve ads via GDN to those Class Members who open the email that was sent. Spanish banner ads will be served to those email recipients identified as Spanish speakers.

The digital activity will be served across all devices (desktop, laptop, tablet and mobile), with an emphasis on mobile devices. The digital ads will directly link to the case website, where Class Members may access more information about the settlement, as well as file an electronic claim.

Case Website, Toll-Free Line, Email Address and Post Office Box

JND will establish and maintain an informational case-specific **website**, which will have an easy-to-navigate design and will be formatted to emphasize important information and deadlines. The website will include a page with answers to frequently asked questions, contact information, key dates, and links to important case documents, including the Long Form Notice (in English and Spanish) and the Settlement Agreement. The website will also include information on how potential Class Members can opt-out or object to the Settlement if they choose. The case website will feature an online claim form and a VIN Look-up tool. JND will work with the parties to design the online claims submission process to be streamlined and efficient for Class Members. Additionally, a claim form will be posted on the settlement website for download for Class Members who prefer to submit a claim form by mail.

The case website will be ADA-compliant and optimized for mobile visitors so that information loads quickly on mobile devices and will also be designed to maximize search engine optimization through Google and other search engines. Keywords and natural language search terms will be included in the site's metadata to maximize search engine rankings. The website address will be prominently displayed in all printed notice documents, and directly accessible through the digital notices.

JND will also establish and maintain a 24-hour, **toll-free telephone line** that Class Members can call to obtain information about the settlement; a dedicated **email address** to receive and respond to Class Member inquiries; and a **post office box** to receive Class Member correspondence, paper claims, objections, and exclusion requests.


PLAN IMPLEMENTATION

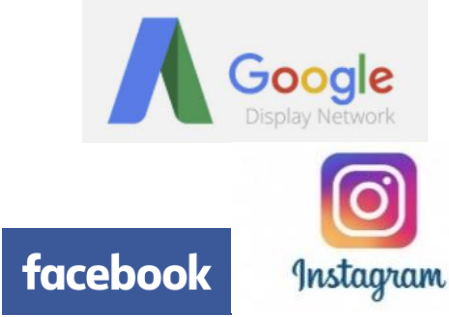
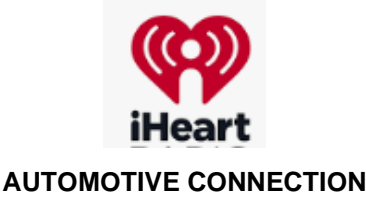
JND will place a **Google Analytics** (GA4) pixel across all case landing pages to monitor and track website traffic. Through the use of Google Analytics and custom UTM codes, our digital experts will be able to monitor the number of website visits, average time spent per visit, and the number of pages visited per session. Data will be broken down by source, or referring website, in order to make optimizations based on media placements that are driving the longest time on site and the largest number of claim form submissions. Demographic data such as age and gender, will be reviewed and optimized towards those groups who prove to be the most responsive and interactive with the case website.



PLAN DELIVERY

The direct notice alone will effectively reach Class Members. The customized digital campaign will extend reach and notice exposure further. The estimated reach is similar to that of other court approved programs and meets the standard set forth by the FJC.

| DIRECT NOTICE EFFORT | DETAILS |
|---|--|
|  | <ul style="list-style-type: none"> • Mail direct notice to all Class Members located via VINs |

| SUPPLEMENTAL DIGITAL CAMPAIGN | DETAILS |
|---|--|
|  | <ul style="list-style-type: none"> • Target a Custom Audience created from a matched list of Class Member data including first/last names along with either phone number and/or postal address (set up for English and Spanish) • Serve across desktop and mobile devices, with an emphasis on mobile |
|  | <ul style="list-style-type: none"> • Top automotive resource for reaching current owners of vehicles • Serve email notices (with Spanish tag) to affected VINs • Serve digital via GDN to those Class Members who open the sent email notice – Spanish ads will be sent to recipients identified as Spanish |
| <p>TOTAL</p> | <p>20 million impressions over 4 weeks</p> |


| COMMUNICATIONS | DETAILS |
|---|--|
|  | <ul style="list-style-type: none"> • Establish case website, toll-free line, email address, and post office box |

EXHIBIT 5

Authorized by the U.S. District Court for the District of New Jersey

If You Own or Lease or Previously Owned or Leased Certain Subaru Vehicles, You Could Get Benefits from a Class Action Settlement.

Para ver este aviso en español, visita www.██████████.com

- A proposed settlement has been preliminarily approved by the Court in a class action lawsuit against Subaru of America, Inc. (“Subaru”) and Denso International America, Inc. (“Denso”) (collectively, “Defendants”) concerning certain Subaru vehicles equipped with Denso low-pressure fuel pumps. If you are included in the Settlement, then you have legal rights and options, and there are deadlines by which you must exercise them.
- You are included in the Settlement if you own(ed) or lease(d) certain Subaru vehicles (“Covered Vehicles”) equipped with low-pressure fuel pumps supplied by Denso and its affiliates (the “Fuel Pumps”). The Covered Vehicles include certain 2018-2020 Subaru Impreza, Outback, Legacy, Forester, Ascent, BRZ, and WRX vehicles (called “Recalled Vehicles”), and certain 2017-2020 Subaru Impreza, Outback, Legacy, Forester, Ascent, Crosstrek, BRZ, and WRX vehicles (called “Additional Vehicles”). **The settlement website contains a VIN lookup tool to determine if your vehicle is part of the Class.**
- The Settlement offers several benefits, depending on the vehicle, including (1) an Extended Replacement Parts Limited Warranty for Recalled Vehicles of 15 years, measured from the date of replacement, or 150,000 miles, whichever comes first, for replacement fuel pump assemblies pursuant to certain recalls issued by Subaru, and (2) a Customer Support Program for Additional Vehicles in the form of an Extended New Vehicle Limited Warranty providing prospective coverage of 15 years, measured from the date of original sale or lease, for any repairs to correct defects in original equipment Fuel Pumps. The Settlement also offers a complimentary Loaner/Towing Program for vehicles undergoing Fuel Pump repairs, reimbursement of certain out of pocket expenses, a reconsideration procedure for denied repair requests under the Customer Support Program and Extended Replacement Parts Limited Warranty. The terms are described in more detail below, in the Settlement Agreement, and on the settlement website, www.SubaruFuelPumpsSettlement.com.

Please read this Notice carefully. Your legal rights are affected, whether you act or do not act. You are encouraged to periodically check the website, www.██████████.com, because it will be updated with additional information from time to time.

A. BASIC INFORMATION

1. What is this Notice about?

A Court authorized this Notice because you have a right to know about a proposed settlement of a class action lawsuit and about all of your options before the Court decides whether to give final approval to the settlement. The name of the lawsuit is *Cohen, et al., v. Subaru of America, Inc., et al.*, Case No. 1:20-cv-08442-JHR-AMD (D.N.J.) (the “Action”). The defendants are Subaru of America, Inc. and Denso International America, Inc. This Notice explains the lawsuit, the settlement, and your legal rights. You are NOT being sued. The Court still has to decide whether to finally approve the Settlement. Please be patient and check the website identified in this Notice regularly. Please do not contact the Court. All questions should be directed to the Settlement Administrator, identified below.

***Your legal rights may be affected even if you do not act.
Please read this Notice carefully.***

YOUR RIGHTS AND CHOICES

| <i>YOU MAY:</i> | <i>BENEFITS:</i> | <i>DATE:</i> |
|---|---|---|
| <p>BENEFIT FROM THE EXTENDED REPLACEMENT PARTS LIMITED WARRANTY FOR REPLACED LOW PRESSURE FUEL PUMPS</p> | <p>Subaru shall extend the Replacement Parts Limited Warranty coverage for fuel pump assemblies that were replaced on the Recalled Vehicles, pursuant to Recalls 20V-218 and 21V-587. See Appendix A for list of Recalled Vehicles. Details are provided in Section C.8. below.</p> | <p><i>You do not need to do anything to be eligible for coverage under the Extended Replacement Parts Limited Warranty. If you do not exclude yourself from the settlement, and the settlement is finally approved, the replacement parts warranty coverage will be extended for Recalled Vehicles for 15 years, measured from the date the fuel pump was replaced, and up to 150,000 miles, whichever comes first.¹</i></p> |
| <p>SEEK COVERAGE UNDER THE CUSTOMER SUPPORT PROGRAM FOR ORIGINAL EQUIPMENT LOW PRESSURE FUEL PUMPS</p> | <p>Subaru shall provide a Customer Support Program, in the form of an Extended New Vehicle Limited Warranty, for original equipment Fuel Pumps in Additional Vehicles, providing coverage for repairs (including parts and labor) needed to correct defects, if any, in materials or workmanship by an authorized Subaru Dealer at no cost to you. See Appendix A for list of Additional Vehicles. Details are provided in Section C.8. below.</p> | <p><i>You do not need to do anything to be eligible for coverage for your Additional Vehicle under the Customer Support Program. If you do not exclude yourself from the settlement, and the settlement is finally approved, your Additional Vehicle will automatically be eligible to participate in the Customer Support Program.²</i> <i>The duration of prospective coverage for the Fuel Pump will begin no later than 30 days after the Final Effective Date of the Settlement, and will run for 15 years measured from the Additional Vehicle's in-service date, which is the date the vehicle was originally sold or leased by a Subaru Dealer.</i></p> |
| <p>SEEK COVERAGE UNDER THE LOANER/TOWING PROGRAM</p> | <p>If you own or lease a Covered Vehicle that is having its Fuel Pump replaced pursuant to the Extended Replacement Parts Limited Warranty or the Customer Support Program, you shall be entitled to receive a complimentary loaner or rental vehicle upon reasonable notice to a Subaru dealer, and/or a complimentary tow to the nearest Subaru dealer upon reasonable notice, if the</p> | <p><i>If you do not exclude yourself from the settlement, and the settlement is finally approved, the Loaner/Towing Program will be available to Class Members who own or lease Covered Vehicles whose Fuel Pumps are being replaced pursuant to the Customer Support Program and/or the Extended Replacement Parts Limited Warranty.</i></p> |

¹ All other terms and exclusions of the Replacement Parts Limited Warranty shall continue to apply unless expressly altered by this settlement.

² Salvaged vehicles, inoperable vehicles, and vehicles with titles marked flood-damaged are not eligible for this benefit. All other terms and exclusions of the New Vehicle Limited Warranty shall continue to apply unless expressly altered by this settlement.

QUESTIONS? CALL TOLL FREE 1-[number] OR VISIT WWW.[redacted].COM
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| | <p>vehicle is inoperable or exhibiting a dangerous condition. You may keep the Loaner Vehicle for up to 24 hours after you drop off your vehicle for repair, or 24 hours after you are informed by a Subaru Dealer that your vehicle is repaired, whichever is later. If you have a demonstrated need for a Loaner Vehicle similar to your Covered Vehicle, Subaru, through its dealers, will use good faith efforts to satisfy the request. Details are provided in Section C.8. below.</p> | |
| <p>FILE A CLAIM TO SEEK REIMBURSEMENT</p> | <p>You may submit Claims for previously paid out-of-pocket expenses incurred to repair or replace a Fuel Pump in a Covered Vehicle(s) that were not otherwise reimbursed and that were incurred before the expiration of the time to appeal from the Final Judgment approving the Settlement.</p> <p>For any such out-of-pocket expense that was incurred after the Initial Notice Date, you must also provide proof that you were denied coverage by a Subaru Dealer prior to incurring the expense. Details are provided in Section C.8. below.</p> <p>This is the only way that you can get reimbursed.</p> | <p><i>The deadline to submit Claim Forms with Supporting Documentation is ninety (90) days after the Court issues the Final Order and Final Judgment, which will occur, if approved, after the Fairness Hearing.³ You should check www.██████████.com for updates regarding that deadline.</i></p> |
| <p>EXCLUDE YOURSELF</p> | <p>Ask to get out (opt out) of the proposed settlement. If you do this, you are not entitled to any of the settlement benefits and you may not file an objection to the settlement, but you do keep your right to sue Defendants about the issues in your own, separate lawsuit.</p> | <p><i>[DATE FROM PA ORDER]</i></p> |
| <p>OBJECT</p> | <p>Write to the Court about why you do not like the proposed settlement. If the Court denies approval of the proposed settlement, no settlement benefits or payments will be provided, and the lawsuit will continue.</p> | <p><i>[DATE FROM PA ORDER]</i></p> |

³ Vehicles where the title, prior to the date of the qualifying Fuel Pump repair, was transferred to a salvage yard, junkyard, wreckage facility, or similar entity, inoperable vehicles, and vehicles with titles marked flood-damaged are not eligible for this benefit.

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| | | |
|---------------------------------------|---|--|
| APPEAR AT THE FAIRNESS HEARING | You are not required to attend the Fairness Hearing, as class counsel will answer any questions the Court may have. You may attend at your own expense or pay your own, separate lawyer to attend. You can also ask to speak in Court at the Fairness Hearing about the proposed settlement if you have previously filed an objection and submitted a timely notice of intention to appear at the Fairness Hearing. | [DATE] at [time] a.m./p.m. Eastern time |
| DO NOTHING | If you do nothing, you will be included in the Class and bound by the Settlement if the Court approves it, including all orders, judgments and the release of claims set forth in the Settlement. | |

2. What is the lawsuit about?

The class action lawsuit claims that certain Subaru vehicles are equipped with Denso-manufactured low-pressure fuel pumps that may contain a defect. The lawsuit asserts that such defects may potentially cause those fuel pumps to malfunction or become inoperative and pursues claims for violations of various state consumer protection statutes, among other claims. You can read the class action complaint by visiting www.██████████.com. Subaru and Denso deny the claims and any right to relief, deny that they have violated any law, and deny that they engaged in any wrongdoing. The parties agreed to resolve these matters before these issues were decided by the Court.

This settlement does not involve claims of personal injury, wrongful death, or actual physical property damage arising from the Covered Vehicles.

3. What vehicles are included in the settlement?

Certain 2018-2020 Subaru Impreza, Outback, Legacy, Forester, Ascent, BRZ, and WRX vehicles (“Recalled Vehicles”), and certain 2017-2020 Subaru Impreza, Outback, Legacy, Forester, Ascent, Crosstrek, BRZ, and WRX vehicles (“Additional Vehicles”), equipped with certain Denso fuel pumps (together called the “Covered Vehicles”) which were owned or leased in the United States, the District of Columbia, Puerto Rico and all other United States territories and/or possessions, are included in the settlement.

4. Why is this a class action?

In a class action, people called “Class Representative(s)” sue on behalf of other people who have similar claims. All of these people together are the “Class” or “Class Members” if the Court approves this procedure. Once approved, the Court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

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5. Why is there a settlement?

The Court has not decided in favor of the Plaintiffs or Defendants. Instead, both sides agreed to a Settlement with no decision or admission of who is right or wrong. That way, all parties avoid the risks and cost of a trial, and the people affected (the Class Members) will receive benefits quickly. This settlement has been preliminarily approved by the Court, which authorized the issuance of this Notice. The Class Representatives and the attorneys believe that the settlement is in the best interests of all Class Members.

The essential terms of the settlement are summarized in this Notice. The Settlement Agreement along with all exhibits and addenda sets forth in greater detail the rights and obligations of the parties. If there is any conflict between this Notice and the Settlement Agreement, the Settlement Agreement governs. The Settlement Agreement will be available on the Settlement Website, www.SubaruFuelPumpsSettlement.com.

B. WHO IS IN THE SETTLEMENT?

To see if you are affected or if you can get benefits, you first have to determine whether you are a Class Member.

6. How do I know if I am part of the settlement?

The Court has conditionally approved the following definition of “Class” or “Class Member” for purposes of the Settlement: All individuals or legal entities who, as of the Initial Notice Date, own or owned, purchase(d) or lease(d) Covered Vehicles in any of the fifty States, the District of Columbia, Puerto Rico, and all other United States territories and/or possessions.

Excluded from the Class are: (a) Subaru, its officers, directors and employees; its affiliates and affiliates’ officers, directors and employees; its distributors and distributors’ officers, directors and employees; and Subaru Dealers and Subaru Dealers’ officers and directors; (b) Denso, its officers, directors and employees; its affiliates and affiliates’ officers, directors and employees; its distributors and distributors’ officers, directors and employees; (c) Plaintiffs’ Counsel; and (d) judicial officers and their immediate family members and associated court staff assigned to this case.

In order to determine if you are a part of the Settlement, you can look up your vehicle’s VIN on the Settlement Website, [www. \[REDACTED\].com](http://www. [REDACTED].com). You can also contact the Settlement Administrator or Class Counsel to determine whether your vehicle is eligible for the Extended Replacement Parts Limited Warranty or the Customer Support Program. You can also contact the Settlement Administrator to determine whether your vehicle is eligible for the Out-of-Pocket Claims Process. The contact information for the Settlement Administrator and Class Counsel is provided below and at [www. \[REDACTED\].com](http://www. [REDACTED].com).

7. I’m still not sure if I’m included in the settlement.

If you are still not sure whether you are included in the Class, you can get more information by calling the Settlement Administrator at [1- [REDACTED] - [REDACTED]] or visiting [www. \[REDACTED\].com](http://www. [REDACTED].com), which contains a

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VIN lookup tool to determine if your vehicle is a Covered Vehicle.

If you believe that you are a Class Member, but you did not previously receive a Direct Mail Notice, you may contact the Settlement Administrator or Class Counsel. You will need to provide necessary documentation for the Settlement Administrator to confirm that you are a Class Member eligible for the relief provided in the Settlement Agreement.

Please do not contact the Court. All questions should be directed to the Settlement Administrator at the number above.

C. THE SETTLEMENT BENEFITS—WHAT YOU GET AND HOW TO GET IT

8. What does the settlement provide?

If you are a Class Member, what you are eligible to receive depends on several factors. The Settlement benefits are outlined generally below, and more information can be found on the Settlement Website. The Court still must decide whether to finally approve the Settlement. No benefits will be provided until and unless the Court finally approves the Settlement and, even then, only after any appeal period expires or any appeals are resolved in favor of the Settlement. After the issuance of the Preliminary Approval Order signed by the Court, Defendants, at their sole discretion, may, after consultation with Class Counsel, implement the Customer Support Program in advance of the occurrence of the Final Effective Date. We do not know when or if the Court will finally approve the Settlement or whether there will be any appeals that would have to be resolved in favor of the Settlement before certain benefits would be provided, so we do not know precisely when any benefits may be available. Please check www.██████████.com regularly for updates regarding the Settlement.

Please note that you may have to take action within certain deadlines to receive certain benefits, such as completing and submitting a claim form with supporting documentation and declaration(s) for reimbursement of eligible out-of-pocket expenses. If you do nothing, you may not receive certain benefits from the Settlement. Please check www.██████████.com regularly for updates regarding the Settlement and deadlines.

To determine whether your vehicle is a Recalled Vehicle or an Additional Vehicle, please utilize the VIN lookup tool at www.██████████.com.

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a. Recalled Vehicles: Extended Replacement Parts Limited Warranty

If the Settlement is finally approved, including resolving any appeals in favor of upholding the Settlement, the Extended Replacement Parts Limited Warranty will be implemented for Class Members who still own or lease their Recalled Vehicles.

Subaru shall extend the Replacement Parts Limited Warranty coverage for the fuel pump replaced (“replacement fuel pump assembly”) on the Recalled Vehicles pursuant to Recalls 20V-218 and 21V-587. The extended warranty will last for 15 years, measured from the date of replacement of the fuel pump, and up to 150,000 miles, whichever comes first. A Class Member’s rights under the Extended Replacement Parts Limited Warranty are transferred with the Recalled Vehicle.

Without cost to and upon request from Class Members who own or lease Recalled Vehicles whose fuel pumps are being replaced pursuant to the Extended Replacement Parts Limited Warranty, Class Members shall be provided with a loaner or rental vehicle by Subaru Dealers upon reasonable notice. Class Members may keep the Loaner Vehicle for up to 24 hours after dropping off the Recalled Vehicle for repair, or 24 hours after being informed by a Subaru Dealer that the Recalled Vehicle is repaired, whichever is later. In appropriate circumstances, where the Class Member has a demonstrated need for a Loaner Vehicle similar to the Recalled Vehicle, Subaru Dealers will use good faith efforts to satisfy the request. If the Recalled Vehicle is inoperable or is exhibiting a dangerous condition, Class Members are entitled to a complimentary tow to the nearest Subaru Dealer upon reasonable notice. All other terms and exclusions of the New Vehicle Limited Warranty shall continue to apply unless expressly altered by this settlement.

b. Additional Vehicles: Customer Support Program

If the Settlement is finally approved, including resolving any appeals in favor of upholding the Settlement, the Customer Support Program in the form of an Extended New Vehicle Limited Warranty will be implemented for Class Members who still own or lease their Additional Vehicles.

Subaru will offer the Customer Support Program (“CSP”) to all Class Members who, as of the Final Effective Date of the Settlement, own or lease Additional Vehicles. A Class Member’s rights under the CSP are transferred with the Additional Vehicle. Salvaged Vehicles, inoperable vehicles, and vehicles with titles marked flood-damaged are not eligible for this benefit. The CSP will provide prospective coverage for repairs (including parts and labor) needed to correct defects, if any, in materials or workmanship in the Fuel Pumps for the Additional Vehicles. The implementation of the CSP will begin no later than 30 days after the Final Effective Date of the Settlement. Coverage under the CSP for the original parts will continue for 15 years, measured from the vehicle’s In-Service Date, which is the date the Additional Vehicle was first delivered to either the original purchaser or the original lessee, or first placed in service as a “demonstrator” or “company” car. After the issuance of the Preliminary Approval Order signed by the Court, Defendants, at their sole discretion, may, after consultation with Class Counsel, implement the Customer Support Program prior to the Final Effective Date.

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Without cost to and upon request from Class Members who own or lease Additional Vehicles whose fuel pumps are being replaced pursuant to the CSP, Class Members shall be provided with a loaner or rental vehicle by Subaru Dealers upon reasonable notice. Class Members may keep the Loaner Vehicle for up to 24 hours after dropping off the Additional Vehicle for repair, or 24 hours after being informed by a Subaru Dealer that the Additional Vehicle is repaired, whichever is later. In appropriate circumstances, where the Class Member has a demonstrated need for a Loaner Vehicle similar to the Additional Vehicle, Subaru Dealers will use good faith efforts to satisfy the request. If the Additional Vehicle is inoperable or is exhibiting a dangerous condition, Class Members are entitled to a complimentary tow to the nearest Subaru Dealer upon reasonable notice.

All other terms and exclusions of the New Vehicle Limited Warranty shall continue to apply unless expressly altered by this settlement. In the event that any of the Additional Vehicles becomes the subject of a future or expanded recall for the same or similar impeller issues, those Additional Vehicles will then be entitled and only be entitled to the same relief provided to Recalled Vehicles, as discussed above and specified in the Settlement Agreement.

c. Out-of-Pocket Claims Process

If the Settlement is finally approved, including resolving any appeals in favor of upholding the Settlement, Class Members can submit a claim within the Claim Submission Period, to be reimbursed for previously paid out-of-pocket expenses incurred to repair or replace a Fuel Pump of Covered Vehicles, including related rental vehicles or towing as specified in the Settlement Agreement, that were not otherwise reimbursed and that were incurred before the expiration of the time to appeal from the Final Judgment approving the Settlement. For out-of-pocket expenses that were incurred after the Initial Notice Date, the Class Member must also provide proof that they were denied coverage by a Subaru Dealer prior to incurring the expense. The Claim Submission Period will run from Initial Notice Date until 90 days after the Court issues the Final Order and Judgment.

In order to submit a claim, Class Members must: (a) complete and timely submit a Claim Form, with the required Supporting Documentation, to the Settlement Administrator within the Claim Submission Period; (b) have Claims that are eligible for reimbursement; and (c) not opt out of the Settlement. The Claim Form is available at www.SubaruFuelPumpsSettlement.com and can be submitted in either paper form by mail, or online. Class Members can submit only one Claim Form per Covered Vehicle.

Claims must be submitted with all of the following Supporting Documentation: (1) a repair invoice or record for out-of-pocket expenses incurred to repair or replace a Fuel Pump of a Covered Vehicle, and/or associated towing or rental car expense, which identifies the name of the Class Member, the Covered Vehicle, the Subaru Dealer or other facility that performed the qualifying repair and/or associated towing or rental car expense, and the date of and amount charged for the qualifying repair and/or associated towing or rental car expense; and (2) to the extent not included in the record in subsection (1) above, record(s), receipt(s) and/or invoice(s) demonstrating that the Class Member paid for the qualifying repair and/or associated towing or rental car expense.

Class Members who provide Supporting Documentation and who made repair or replacement of a

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Fuel Pump on a Covered Vehicle may be reimbursed for: (i) rental vehicles; (ii) towing; and (iii) any unreimbursed repairs or part replacements. Out-of-pocket expenses that are the result of damage, collision, and/or misuse/abuse will not be eligible for reimbursement. Vehicles where the title, prior to the date of the qualifying Fuel Pump repair, was transferred to a salvage yard, junkyard, wreckage facility, or similar entity, inoperable vehicles, and vehicles with titles marked flood-damaged are not eligible for this benefit.

To be eligible for reimbursement, you must submit a timely Claim Form with Supporting Documentation and declaration(s), and the expenses must have been incurred prior to [date]. The deadline to submit Claim Forms with Supporting Documentation and declaration(s) is ninety (90) days after the Court issues the Final Order and Final Judgment, which will occur, if approved, after the Fairness Hearing.

The Settlement Administrator will determine whether Claims are complete and timely. If your Claim is deficient, the Settlement Administrator will mail you a letter requesting that you complete and/or correct the deficiencies and resubmit the Claim within sixty (60) days. If you fail to provide the requested documentation or information, your Claim will be denied.

The Settlement Administrator will review your Claim and other Claims that are submitted and determine if reimbursement is owed. Review of Claims should be completed within sixty (60) days of receipt, but this review period is not required to begin any earlier than sixty (60) days after the Final Effective Date.

If the Claim is rejected for payment, in whole or in part, the Settlement Administrator shall notify Class Counsel, Subaru's Counsel, and Denso's Counsel of said rejection of Class Member's Claim and the reason(s) why within sixty (60) days of the rejection. The decision of the Settlement Administrator shall be final; provided, however, that Class Counsel, Subaru's Counsel, and Denso's Counsel may meet and confer to resolve any denied Claims. If Class Counsel, Subaru's Counsel, and Denso's Counsel jointly recommend payment of the rejected Claims or payment of a reduced claim amount, then Subaru's Counsel and/or Denso's Counsel shall inform the Settlement Administrator, who shall then pay said Claims. If Class Counsel, Subaru's Counsel, and Denso's Counsel disagree with the Settlement Administrator's initial determination, they shall so notify the Settlement Administrator, with explanation, and the Settlement Administrator shall make a final determination as to whether the Claim shall be paid. If a Claim is rejected in full or in part, the Settlement Administrator shall mail a notice of rejection letter to the Class Member and email notice to the Class member if an e-mail address was provided.

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d. Reconsideration Procedure for Denial of Coverage

If a Class Member and/or subsequent purchaser/lessee of a Covered Vehicle is denied coverage for repairs (including parts and labor), if any, in materials or workmanship in the Fuel Pumps under the Customer Support Program, or for a repair and/or replacement fuel pump assembly under the Extended Replacement Parts Limited Warranty, the Class Member and/or subsequent purchaser/lessee may take the Covered Vehicle to a second Subaru Dealer for an independent determination. If the second Subaru Dealer determines that the Covered Vehicle qualifies for repair under the Customer Support Program or the Extended Replacement Parts Limited Warranty, the Class Member shall be provided those benefits as provided in the Settlement Agreement.

e. Technical Training

Subaru will make Technical Training videos available to Subaru Dealers, to be required to be viewed by technicians before they conduct repairs of the Fuel Pumps pursuant to the Customer Support Program or the Extended Replacement Parts Limited Warranty.

9. How do I dispute the refusal of a benefit under the Settlement Agreement?

In the event there remains a dispute by an individual or entity relating to entitlement to any benefit under the Out-of-Pocket Claims Process that is not resolved after exhausting all other means of resolution available under the Settlement, the Settlement Administrator shall provide a written notice of same, together with all necessary documentation, to Class Counsel, Subaru's Counsel and Denso's Counsel within thirty (30) days of the final act constituting the denial of the benefit. Class Counsel, Subaru's Counsel, and Denso's Counsel shall confer and either make a joint recommendation to the Settlement Administrator or separately relay their positions concerning the dispute to the Settlement Administrator within thirty (30) days. The Settlement Administrator shall make a final determination concerning the dispute and provide written notice of same, with directions for implementation, to the Parties within thirty (30) days; provided, however, that if the determination was to allow, in full or in part, a previously denied Claim, the Settlement Administrator shall make reasonable efforts to pay the Claim in the next distribution of checks for allowed Claims.

10. What am I giving up in exchange for the settlement benefits?

Unless you exclude yourself by taking the steps described in Section D below, you will remain in the Class, and that means that you will be bound by the release of claims and cannot sue, continue to sue, or be part of any other lawsuit about the same matters, claims, and legal issues that were or could have been asserted in this case and the Released Claims set forth in the Settlement Agreement; provided, however, the Settlement will not be releasing any claims for personal injury, wrongful death or physical property damage (except to the Fuel Pump in the Covered Vehicle itself) from the Covered Vehicle. It also means that all of the Court's orders and judgments will apply to you and legally bind

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you. The specific claims and parties you will be releasing are set forth in Section VII of the Settlement Agreement, a copy of which is available for review at www.██████████.com.

You can talk to one of the lawyers listed in Question 14 below for free or you can, of course, talk to your own lawyer at your own expense if you have questions about the released claims or what they mean.

D. EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue Defendants over the legal issues in the lawsuit, then you must take steps to exclude yourself from this Settlement. This is also known as “opting out” of the Class.

11. If I exclude myself, can I get anything from this settlement?

No, if you exclude yourself, you do not get settlement benefits and you will not be bound by anything that happens in this lawsuit. If you ask to be excluded, you cannot object to the settlement and you should not submit a Claim Form.

12. If I do not exclude myself, can I sue later?

No, not for the same matters and legal claims that were or could have been asserted in the Action or Released Claims, unless your claim is for personal injury, wrongful death or property damage (other than damage to the Fuel Pump in the Covered Vehicle itself).

13. How do I get out of the settlement?

To exclude yourself from the Settlement, you must submit a written request saying that you want to be excluded from the Settlement. **In your letter, you must include: (a) the case name and number of the Action, *Cohen, et al., v. Subaru of America, Inc. et al.*, Case No. 1:20-cv-08442-JHR-AMD (D.N.J.); (b) the excluding Class Member’s full name, current residential address, mailing address (if different), telephone number, and email address; (c) an explanation of the basis upon which the excluding Class Member claims to be a Class Member, including the make, model year, and VIN(s) of the Covered Vehicle(s); (d) a request that the Class Member wants to be excluded from the Class; and (e) the excluding Class Member’s dated, handwritten signature (an electronic signature or attorney’s signature is not sufficient).** You can’t ask to be excluded over the phone or at the Settlement Website. You **must** mail your letter with your exclusion request postmarked no later than **[date]** to:

[Settlement Administrator contact and address]

To be considered by the Court, your letter with your exclusion request must be postmarked no later than **[date]**. The deadlines found in this Notice may be changed by the Court. Please check www.██████████.com regularly for updates regarding the Settlement.

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E. THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in the case?

Yes. The Court has appointed lawyers to represent you and other Class Members. These lawyers are called “Class Counsel”. Their contact information is as follows:

W. Daniel “Dee” Miles III
Beasley, Allen, Crow, Methvin, Portis & Miles,
P.C.
218 Commerce Street
Montgomery, Alabama 36104
Tel.: (800) 898-2034
E-mail: Dee.Miles@BeasleyAllen.com

James E. Cecchi
Carella, Byrne, Cecchi, Brody & Agnello, P.C.
5 Becker Farm Road
Roseland, NJ 07068
Telephone: (973) 994-1700
Email: jcecchi@carellabyrne.com

Chris A. Seeger
Seeger Weiss LLP
55 Challenger Road
Ridgefield Park, New Jersey 07660
Tel: (973) 639-9100
E-mail: cseeger@seegerweiss.com

15. How will the lawyers be paid?

The law firms that worked on this Action will file an application with the Court requesting an award of reasonable Attorneys’ fees, costs, and expenses (“Fees and Expenses”), separate and apart from any relief provided to the Class, in the collective combined total sum of \$15,500,000. Class Counsel have agreed not to accept any Fees and Expenses in excess of that combined total sum. Plaintiffs’ request for Fees and Expenses will be subject to the Court’s approval at the Final Approval Hearing, where any Class Member who submits a proper objection will have an opportunity to comment on the propriety of these requests. .

Class Counsel will also ask the Court for service awards to each of the Class Representatives, in the amount of either \$2,500 or \$3,750 each.

The Court must approve the request for Attorneys’ Fees, Costs, and Expenses and the request for Class Representative service awards. Class Counsel will file the motion for Attorneys’ Fees, Costs, and Expenses and the request for Class Representative service awards with the Court, which will then be posted on the Settlement Website. **Any award for Attorneys’ Fees, Costs and Expenses, and any service awards to Class Representatives, will be paid separately by Defendants and will not reduce any benefits available to Class Members under the Settlement. You won’t have to pay these Fees and Expenses.**

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F. OBJECTING TO THE SETTLEMENT

16. How do I tell the Court if I do not like the settlement?

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

To object, you must either file electronically with the Court, or mail to the Clerk of the Court and to the attorneys identified below, a written objection **signed by you** saying that you object to the Settlement in *Cohen, et al., v. Subaru of America, Inc., et al.*, Case No. 1:20-cv-08442-JHR-AMD (D.N.J.). Your objection must be either filed electronically with the Court by **[date in PA order]**, or mailed to the Clerk of the Court and to the attorneys identified below with a postmark dated no later than **[date in PA order]**.

In your objection, you, as the objector, must include: (a) the case name and number of the Action; (b) the objector's full name, current residential address, mailing address (if different), telephone number, and email address; (c) an explanation of the basis upon which the objector claims to be a Class Member, including the make, model year, and VIN(s) of the Covered Vehicle(s), and whether the Covered Vehicle is currently owned or currently leased by the Class Member; (d) whether the objection applies only to the objector, to a specific subset of the Class or to the entire Class and all grounds for the objection, accompanied by any legal support for the objection, and any documents or other evidence the objector believes supports the objection; (e) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection to this Settlement, the caption and case number of each case in which the objector has made such objection and the caption and case number of any related appeal, and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case; (f) the full name, telephone number, mailing address, and e-mail address of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement Agreement and/or the request for Attorneys' Fees, Costs and Expenses; (g) the identity of all counsel representing the objector who will appear at the Fairness Hearing; (h) the number of times the objector's counsel has objected to a class action settlement within the five years preceding the date that they have filed the objection, and the caption and case number of each case in which objector's counsel has made such objection and the caption and case number of any related appeal; (i) if the Class Member or his or her counsel have not made any such prior objection, the Class Member shall affirmatively so state in the written materials provided with the objection; (j) a list of all persons who will be called to testify at the Fairness Hearing in support of the objection; (k) a statement confirming whether the objector intends to personally appear and/or testify at the Fairness Hearing; and (j) the objector's original signature

QUESTIONS? CALL TOLL FREE 1-[number] OR VISIT WWW.[redacted].COM
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT

and date of signature, both of which must be personally signed by the objector (an electronic signature or attorney's signature is not sufficient).

If not electronically filed, objections must be mailed to:

Clerk of Court
United States District Courthouse
District of New Jersey
Mitchell H. Cohen Building & U.S. Courthouse
4th & Cooper Streets, Room 1050
Camden, NJ 08101
Re: *Cohen*, Case No. 1:20-cv-08442-JHR-AMD

With copies mailed to:

Homer B. Ramsey, Esq.
Shook, Hardy & Bacon L.L.P.
1 Rockefeller Plaza, Suite 2801
New York, New York 10020
(212) 989-8844

Daniel R.W. Rustmann, Esq.
Butzel Long, P.C.
150 W. Jefferson, Suite 100
Detroit, MI 48226
(313) 225-7000

James E. Cecchi
Carella, Byrne, Cecchi, Brody & Agnello, P.C.
5 Becker Farm Road
Roseland, NJ 07068
(973) 994-1700

17. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement, the requested fees, costs and expenses, and/or Class Representative service awards. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

G. THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval to the Settlement. If you have filed an objection on time and attend the hearing, you may ask to speak (provided you have previously filed a timely notice of intention to appear), but you do not have to attend or speak.

QUESTIONS? CALL TOLL FREE 1-[number] OR VISIT WWW.[redacted].COM
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18. When and where will the Court decide whether to grant final approval of the settlement?

The Court will hold a Fairness Hearing at **[time] a/p.m. Eastern time on [date]**, at the United States District Courthouse, District of New Jersey, Mitchell H. Cohen Building & U.S. Courthouse, 4th & Cooper Streets, Courtroom 5D, Camden, NJ 08101. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and whether to approve the request for attorneys' fees, costs and expenses, and the request for Class Representative service awards. If there are objections, the Court will consider them. The Court will only listen to people who have met the requirement to speak at the hearing (*see* Question 20 below). After the hearing, the Court will decide whether to grant final approval of the Settlement, and, if so, how much to pay the lawyers representing Class Members and the Class Representatives. We do not know how long these decisions will take. The Court may reschedule the Fairness Hearing, so check the Settlement Website periodically for further updates.

19. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But you may come at your own expense. If you send an objection, you do not have to come to Court to talk about it. You may also pay your own lawyer to attend. Your objection will be considered by the Court whether you or your lawyer attend or not.

20. May I speak at the hearing?

You or your attorney may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intent to Appear in *Cohen, et al., v. Subaru of America, Inc., et al.*," to the Clerk of Court so that it is received and filed no later than **[DATE IN PA ORDER]**. You must include your name, address, telephone number, the year, make and model and VIN number of your vehicle, the identity of all counsel representing the objector, if any, who will appear at the Fairness Hearing, and your signature. Anyone who has requested permission to speak must be present at the start of the Fairness hearing at **[time] a.m./p.m. Eastern time on [date]**. You cannot speak at the hearing if you excluded yourself from the Class.

H. GETTING MORE INFORMATION

21. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement and other documents and information about the Settlement at **www. [redacted].com**. You can also call the toll-free number, **[phone number]** or write the Settlement Administrator at **[contact and address]**.

22. When will the settlement be final?

QUESTIONS? CALL TOLL FREE 1-[number] OR VISIT WWW. [redacted].COM
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT

The Settlement will not be final unless and until the Court grants final approval of the Settlement at or after the Fairness Hearing and after any appeals are resolved in favor of the Settlement. Please be patient and check the Settlement Website identified in this Notice regularly. Please do not contact the Court. All questions should be directed to the Settlement Administrator.

QUESTIONS? CALL TOLL FREE 1-[number] OR VISIT WWW.[redacted].COM
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT

Appendix A – Covered Vehicles*

| <u>Recalled Vehicles</u> | | | |
|---------------------------------|---------------------------|---------------------|-----------------------------------|
| <u>Make</u> | <u>Model Years</u> | <u>Model</u> | <u>Production Period</u> |
| Subaru | 2018-2020 | Impreza | May 3, 2018 – May 31, 2019 |
| Subaru | 2018-2020 | Outback | June 25, 2018 – October 18, 2019 |
| Subaru | 2018-2020 | Legacy | June 25, 2018 – October 18, 2019 |
| Subaru | 2019-2020 | Ascent | June 26, 2018 – May 20, 2019 |
| Subaru | 2018-2019 | WRX | April 20, 2018 – November 1, 2018 |
| Subaru | 2018-2019 | BRZ | April 6, 2018 – November 6, 2018 |
| Subaru | 2018 | Forester | April 20, 2018 – August 7, 2018 |

Additional Vehicles

| Make | Model Years | Model | Production Period |
|-------------|--------------------|--------------|--------------------------------------|
| Subaru | 2018-2020 | Legacy | October 23, 2017 – December 4, 2019 |
| Subaru | 2018-2020 | Outback | October 23, 2017 – December 4, 2019 |
| Subaru | 2018-2020 | Crosstrek | July 5, 2017 – August 5, 2019 |
| Subaru | 2018-2020 | Impreza | October 23, 2017 – December 4, 2019 |
| Subaru | 2018-2020 | Forester | July 7, 2017 – July 31, 2019 |
| Subaru | 2018-2020 | WRX | July 7, 2017 – August 3, 2019 |
| Subaru | 2019-2020 | Ascent | November 11, 2017 – December 4, 2019 |
| Subaru | 2017-2020 | BRZ | July 10, 2017 – August 8, 2019 |

*** To determine whether your specific vehicle is a Covered Vehicle that is included in the Settlement, you can look up your vehicle’s VIN on the Settlement Website, [www. \[redacted\] .com](http://www. [redacted] .com).**

**QUESTIONS? CALL TOLL FREE 1-[redacted] OR VISIT WWW. [redacted] .COM
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
 PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

Appendix B – Section VII from the Settlement Agreement – Release and Waiver

A. The Parties agree to the following release and waiver, which shall take effect upon entry of the Final Judgment and Final Order.

B. In consideration for the Settlement Agreement, Class Representatives, and each Class Member, on behalf of themselves and any other legal or natural persons who may claim by, through, or under them, agree to fully, finally, and forever release, relinquish, acquit, and discharge the Released Parties from any and all claims, demands, suits, petitions, liabilities, causes of action, rights, and damages of any kind and/or type regarding the subject matter of the Action, including, but not limited to, compensatory, exemplary, punitive, expert and/or attorneys’ fees or by multipliers, whether past, present, or future, mature, or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, derivative or direct, asserted or un-asserted, whether based on federal, state or local law, statute, ordinance, regulation, code, contract, common law, violations of any state’s deceptive, unlawful, or unfair business or trade practices, false, misleading or fraudulent advertising, consumer fraud or consumer protection statutes, any breaches of express, implied or any other warranties, RICO, or the Magnuson-Moss Warranty Act, or any other source, or any claim of any kind arising from, related to, connected with, and/or in any way involving the Action, the Covered Vehicles’ Fuel Pumps, and/or associated parts that are, or could have been, defined, alleged, or described in the Class Action Complaint, the Action, or any amendments of the Class Action Complaint (“Released Claims”); provided, however, that notwithstanding the foregoing, Class Representatives and the other Class Members are not releasing claims for personal injury, wrongful death or physical property damage (except to the Fuel Pump in the Covered Vehicle itself) from the Covered Vehicle.

**QUESTIONS? CALL TOLL FREE 1-[number] OR VISIT WWW.[redacted].COM
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C. Notwithstanding the foregoing, Class Representatives and/or the other Class Members shall hold Released Parties harmless for all Released Claims that may be asserted by another legal or natural person (including but not limited to legal guardians and estate administrators) who claim by, through, or under that Class Representative or Class Member.

D. The Final Order and Judgment will reflect the terms of this Release.

E. Class Representatives, on behalf of the other Class Members and through Class Counsel, expressly agree that this Release, the Final Order and Judgment is, will be, and may be raised as a complete defense to, and will preclude any action or proceeding encompassed by, this Release.

F. Class Representatives and Class Members shall not now or hereafter institute, maintain, prosecute, assert, and/or cooperate in the institution, commencement, filing, or prosecution of any suit, action, and/or proceeding, against the Released Parties, either directly or indirectly, on their own behalf, on behalf of a class or on behalf of any other person or entity with respect to the claims, causes of action and/or any other matters released through this settlement and the Settlement Agreement.

G. In connection with the Settlement Agreement, Class Representatives, on behalf of the other Class Members, acknowledge that they and other Class Members may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Action and/or the Release herein. Nevertheless, it is the intention of Class Counsel and Class Representatives in executing this Settlement Agreement to fully, finally, and forever settle, release, discharge, and hold harmless all such matters, and all claims relating thereto which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Action, provided, however, that Class Representatives and the other Class Members are not releasing claims

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for personal injury, wrongful death or physical property damage (except to the Fuel Pump in the Covered Vehicle itself) from the Covered Vehicle.

H. Class Representatives expressly understand and acknowledge that they will be deemed by the Final Order and Judgment to acknowledge and waive Section 1542 of the Civil Code of the State of California, which provides that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Class Representatives expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the California Civil Code, or any other law of any state or territory that is similar, comparable or equivalent to Section 1542, to the fullest extent they may lawfully waive such rights.

I. Class Representatives represent and warrant that they are the sole and exclusive owners of all claims that they personally are releasing under this Settlement Agreement. Class Representatives further acknowledge that they have not assigned, pledged, or in any manner whatsoever sold, transferred, assigned, or encumbered any right, title, interest, or claim arising out of or in any way whatsoever pertaining to the Action, including, without limitation, any claim for benefits, proceeds, or value under the Action, and that Class Representatives are not aware of anyone other than themselves claiming any interest, in whole or in part, in the claims that they are releasing under the Settlement Agreement or in any benefits, proceeds, or values in the claims that they are releasing under the Settlement Agreement.

**QUESTIONS? CALL TOLL FREE 1-[number] OR VISIT WWW.[redacted].COM
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
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J. Without in any way limiting its scope, and, except to the extent otherwise specified in the Agreement, this Release covers by example and without limitation, any and all claims for attorneys' fees, expert or consultant fees, interest, litigation expenses, or any other fees, costs, and/or disbursements incurred by Class Counsel, Plaintiffs' Counsel, Class Representatives, or other Class Members who claim to have assisted in conferring the benefits under this Settlement Agreement upon the Class.

K. In consideration for the Settlement Agreement, Subaru and Denso and their past or present officers, directors, employees, agents, attorneys, predecessors, successors, affiliates, subsidiaries, divisions, successors and assigns shall be deemed to have, and by operation of the Final Order and Judgment shall have, released Plaintiffs' Counsel, Class Counsel, and each Class Representative from any and all causes of action that were or could have been asserted pertaining solely to the conduct in filing and prosecuting the litigation or in settling the Action.

L. Class Representatives, Plaintiffs' Counsel, Class Counsel, and any other attorneys who receive attorneys' fees and costs from this Settlement Agreement acknowledge that they have conducted sufficient independent investigation and discovery to enter into this Settlement Agreement and, by executing this Settlement Agreement, state that they have not relied upon any statements or representations made by the Released Parties or any person or entity representing the Released Parties, other than as set forth in this Settlement Agreement.

M. The Parties specifically understand that there may be further pleadings, discovery requests and responses, testimony, or other matters or materials owed by the Parties pursuant to existing pleading requirements, discovery requests, or pretrial rules, procedures, or orders, and that, by entering

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into this Settlement Agreement, the Parties expressly waive any right to receive, hear, or inspect such pleadings, testimony, discovery, or other matters or materials.

N. Nothing in this Release shall preclude any action to enforce the terms of the Settlement Agreement, including participation in any of the processes detailed herein.

O. Class Representatives and Class Counsel hereby agree and acknowledge that the provisions of this Release together constitute an essential and material term of the Settlement Agreement and shall be included in any Final Order and Judgment entered by the Court.

QUESTIONS? CALL TOLL FREE 1-[number] OR VISIT WWW.[redacted].COM
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
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EXHIBIT 6

Notice of Proposed Class Action Settlement

If you currently or previously own(ed) or lease(d) certain 2017-2020 Subaru vehicles equipped with Denso fuel pumps, you may be entitled to benefits under a class action settlement. This notice is being mailed to you because you have been identified as owning or leasing such a vehicle.

For information on the proposed settlement, and how and when to file a claim for reimbursement or object to or exclude yourself from the settlement, call toll-free 1-XXX-XXX-XXXX or visit [website URL](#).

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

Do not contact the Court for information about the settlement.

[Name of Settlement]

c/o Settlement Administrator
1100 2nd Avenue Suite 300
Seattle, WA 98101

«ScanString»

Postal Service: Please do not mark barcode

Claim ID: «Claim ID»
Confirmation Code: «Confirmation Code»
«FirstName» «LastName»
«Address1»
«Address2»
«City», «StateCd» «Zip»
«CountryCd»

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

PLEASE RETAIN THIS POSTCARD FOR YOUR RECORDS

A Settlement has been reached in a class action lawsuit regarding Denso-manufactured low-pressure fuel pumps in certain Subaru vehicles.

Am I a Class Member? You are a Settlement Class Member if you are a current or former owner or lessee of certain 2017-2020 Subaru vehicles equipped with a Denso fuel pump ("Covered Vehicles"), subject to certain exclusions. You can confirm whether your vehicle is included in the settlement, and that you are therefore a class member, by searching the VIN Lookup Tool on the Settlement Website [website URL](#).

What benefits can I get from the settlement? If the Court grants final approval, the Settlement provides (i) a Customer Support Program in the form of an Extended New Vehicle Limited Warranty providing coverage of 15 years, measured from In-Service Date, for repairs to correct defects in original equipment fuel pumps, and (ii) an Extended Replacement Parts Limited Warranty providing coverage of 15 years, measured from the replacement date, and up to 150,000 miles, whichever comes first, for replacement fuel pump assemblies pursuant to certain recalls. The Settlement also offers a complimentary Loaner/Towing Program for vehicles undergoing fuel pump repairs, and a reimbursement of certain out-of-pocket expenses. For further details, what is covered, the terms and conditions, and the requirements and deadline for submitting a claim for reimbursement, please refer to the full Class Notice on the Settlement Website: [website URL](#).

How can I exclude myself from the class? If you want to exclude yourself from the settlement, you must mail a request for exclusion with the required information **postmarked no later than [date in PA order]**. The requirements for a request for exclusion, and the addresses to whom it must be mailed, are set forth in the Long Form Class Notice on the Settlement Website at [URL](#). If you timely and properly exclude yourself, you will not be eligible to receive any benefits of the settlement. If you do not timely and properly exclude yourself, you will remain part of the Settlement Class and will be bound by its terms and provisions including the Release and Waiver.

How can I object? If you want to stay in the Settlement Class but object to any aspect of the settlement, you must file an objection with the Court with the required information **no later than [date in PA order]**. For further information and instructions on the requirements for an objection, and when and how to file one, refer to the settlement website and the Long Form Class Notice at [website URL](#).

Do I have a lawyer in this case? Yes. The Court has appointed the law firms of Carella, Byrne, Cecchi, Oistein, Brody & Agnello, P.C., Seeger Weiss LLP, and Beasley, Allen, Crow, Methvin, Portis & Miles, P.C. to represent you and the Class. These attorneys are called Class Counsel. You will not be charged for their services. If you would like to retain your own counsel you may do so at your own expense.

The Court's Final Fairness Hearing. The Court will hold a Final Fairness Hearing on **DATE at TIME**, at the Mitchell H. Cohen Building & U.S. Courthouse, 4th & Cooper Streets, Room 1050, Camden, NJ 08101 to consider whether to approve (1) the Settlement; (2) Class Counsel's request for Attorneys' fees and costs of \$15,500,000; and (3) Named Plaintiffs Service Awards of up to \$3,750. The date of the hearing may change without further notice so please visit [website URL](#) for updated information.

Where can I get more information? Please visit the Settlement Website at [website URL](#) or call toll free 1-XXX-XXX-XXXX to obtain more complete information about the proposed settlement and your rights.

EXHIBIT 7

OUT-OF-POCKET CLAIMS PROCESS – CLAIM FORM

Cohen, et al. v. Subaru of America, Inc.

You only need to submit a Claim Form if you spent money for certain repairs relating to Denso manufactured low-pressure fuel pumps (“Fuel Pump”) covered under the Settlement and you have not previously been reimbursed.

To determine whether you are a Class Member eligible to make a claim, or for more information regarding the class action settlement, please first visit [www.WEBSITE.com]. If you still have questions regarding the claims process, call [[phone number](tel:)].

INSTRUCTIONS FOR COMPLETING THIS CLAIM FORM AND SUBMITTING A CLAIM FOR PAYMENT

- 1) You must timely complete, sign and submit this Claim Form and provide the Supporting Documentation and Declaration(s) to receive reimbursement of out-of-pocket expenses pursuant to the terms of the Settlement. You can complete and submit the Claim Form with the Supporting Documentation and Declaration(s) online at [www.WEBSITE.com], or on paper by mail to the address listed below. Check the Claim Form carefully to make sure all of the information is correct and that you have filled in any missing information.
- 2) Capitalized terms in this Claim Form have the same meaning as provided in the Settlement Agreement, which is available at [www.WEBSITE.com]. No funds will be paid out unless and until the Settlement is finally approved by the Court, including the resolution of any appeals in favor of upholding the Settlement.
- 3) If you print this Claim Form, type or print legibly in blue or black ink. Do not use any highlighters. Provide **all** requested information to complete and submit this Claim Form, attach Supporting Documentation and Declaration(s), as specified below, and sign the Claim Form.
- 4) **You must submit your completed Claim Form and the Supporting Documentation and Declaration(s) by mail or electronically no later than ninety (90) days after the Court issues the Final Order and Final Judgment, which will be no earlier than [[date](#)]. Please check the Settlement website, [www.WEBSITE.com], which will be periodically updated. The completed Claim Form and Supporting Documentation and Declaration(s) can be submitted online at [www.WEBSITE.com] or mailed to:**

[[Settlement Administrator Address](#)]

Important: Keep a copy of your completed Claim Form and the Supporting Documentation and Declaration(s). Any documents you submit with your Claim Form will not be returned. Do not send original documents. If your claim is rejected for any reason, you will be notified.

If you fail to timely and fully complete this Claim Form and submit the required Supporting Documentation and Declaration(s), your Claim may be denied. If your Claim is denied, you

will not receive a cash payment for your Claim. The Settlement Administrator has the right to request verification of eligibility to participate in this Settlement.

| SECTION I – CLASS MEMBER AND COVERED VEHICLE INFORMATION | | | | | | | | | | | | | | | |
|---|--|--|--|--------------|--|--|--|-----------------|--|------------------------------|--|--|--|--|--|
| NAME: | | | | | | | | | | | | | | | |
| <i>Last</i> | | | | <i>First</i> | | | | | | <i>Middle Initial</i> | | | | | |
| | | | | | | | | | | | | | | | |
| <i>Vehicle Identification Number (VIN):</i> | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| <i>Make</i> | | | | <i>Model</i> | | | | | | <i>Model Year of Vehicle</i> | | | | | |
| | | | | | | | | | | | | | | | |
| Your Address: | | | | | | | | | | | | | | | |
| Street Address: _____ | | | | | | | | | | | | | | | |
| City: _____ | | | | State: _____ | | | | Zip Code: _____ | | | | | | | |
| Phone Number: (_____) _____ - _____ | | | | | | | | | | | | | | | |
| E-mail Address: _____ @ _____ . _____ | | | | | | | | | | | | | | | |

SECTION II – REQUIRED INFORMATION, SUPPORTING DOCUMENTATION AND DECLARATION(S)

1. Provide a repair invoice or record for out-of-pocket expenses incurred to repair or replace a Low Pressure Fuel Pump of a Covered Vehicle, and/or associated towing or rental car expense. **The repair invoice or record MUST include the following information:**
 - (a) Your name;
 - (b) The year, Subaru model, and Vehicle Identification Number (VIN) of your Settlement Class Vehicle that was repaired;
 - (c) The name and address of the authorized Subaru Dealer or other service facility that performed the repair and/or associated towing or rental car expense;
 - (d) The date of the repair of your Settlement Class Vehicle;
 - (e) That the repair and/or associated towing or rental car expense was for the Settlement Class Vehicle’s Low Pressure Fuel Pump;
 - (f) The amount charged for the repair;
 - (g) Proof of the Settlement Class Member’s payment for the repair work performed, including the amount paid.
 - (h) **If the repair was performed after [INITIAL NOTICE DATE]:** You must also submit, in addition to the above, documentation (such as a written estimate or invoice) confirming that prior to incurring the expense, you first attempted to have the repair performed by an authorized Subaru Dealer and that the dealer declined to perform the repair free of charge. If you are unable to obtain such documentation despite a good faith effort to do so, you may, instead, submit with your completed Claim Form, a signed Declaration attesting to this fact and setting forth the good faith efforts you made to obtain the documentation. A form “Declaration of Initial Dealer Repair Request” is available on the settlement website, www.WEBSITE.com, or by contacting the Settlement Administrator.

2. State the total Dollar Amount Claimed for Reimbursement for the Paid Repair(s):

| | | | | | | |
|--|--|--|--|---|--|--|
| | | | | . | | |
|--|--|--|--|---|--|--|

3. For the amount of the repair cost for which you are seeking to be reimbursed, did you receive any payment, concession, or goodwill accommodation or discount(s) for all or any part of that amount from any source, including from Subaru of America, Inc., a Subaru Dealer, an insurer, service contract provider, or extended warranty provider, or from any other person or entity?

Yes No

If you answered YES, list the total amount of the cost for which you received payment,

concession or goodwill accommodation or discount(s), and provide information regarding the source(s) of such payment(s):

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
|--|--|--|--|--|--|

4. Sign & Date:

All the information that I (we) supplied in this Claim Form is true and correct to the best of my (our) knowledge and belief, and this document is signed under penalty of perjury.

| |
|--|
| |
|--|

Signature

Date:

| | |
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MM

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DD

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|--|--|--|--|

YYYY

5. Submit the Claim Form and all Supporting Documentation and Declaration(s) online at www.WEBSITE.com, or on paper by mail to:

JND Legal Administration
1100 2nd Ave.
Suite 300
Seattle, WA 98101

For more information, please view the Class Notice, call the Settlement Administrator at 1- - - , or visit www.WEBSITE.com

EXHIBIT 8

FINAL ORDER AND JUDGMENT

[To be submitted to the Court in a form agreed by the parties prior to the
Final Fairness Hearing.]

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

GILLES COHEN, JOHN MICKLO,
MUHAMMAD ADNAN, DONNY WOO,
BENJAMIN MOORE, MARY LOU PLANTE,
MEREDITH MEIN DE VERA, DAN
ROSENTHAL, IGOR KRAVCHENKO,
ALEXANDRA EFANTIS, BLAISE
FONTENOT, KATHERINE MUTSCHLER,
JACQUELINE FERGUSON, BENJAMIN
CHRISTENSEN, JENNIFER LILLEY,
STEVEN BIONDO, CHANTEL NELSON,
JACQUELINE BROCKMAN, MARTY
BROWN, CHRISTINE KING, KEVIN KING,
PAULA WEEKS, MARTIN
TORRESQUINTERO, COLE SWEETON,
TROY PERRY, CHRISTINE SCHULTZ,
KATHERINE GRIFFIN, JANET OAKLEY,
ADAM WHITLEY, ROBERT KARRAT,
DAVID SROELOV, CHIARA BANCOD-HILE,
and MARK GARDENER,
individually and on behalf of all others similarly
situated,

Plaintiffs,

v.

SUBARU OF AMERICA, INC. and DENSO
INTERNATIONAL OF AMERICA, INC.,

Defendants.

Civil Action No. 1:20-cv-08442-JHR-AMD

**DECLARATION OF
GINA INTREPIDO-BOWDEN
RE: SETTLEMENT NOTICE PLAN**

I, GINA INTREPIDO-BOWDEN, declare and state as follows:

1. I am a Vice President at JND Legal Administration LLC (“JND”). I am a nationally recognized legal notice expert with more than 20 years of experience designing and implementing class action legal notice programs. I have been involved in many of the largest and most complex class action notice programs, including all aspects of notice dissemination. A comprehensive description of my experience is attached as **Exhibit A**.

2. This Declaration is based on my personal knowledge, as well as upon information provided to me by experienced JND employees and the Parties, and, if called upon to do so, I could and would testify competently thereto.

3. I submit this Declaration at the request of the Parties in the above-referenced action to describe the proposed program for providing notice to Class Members (the “Notice Plan”) and address why it is consistent with other best practicable court-approved notice programs and the requirements of Rule 23 of the Federal Rules of Civil Procedure (“Rule 23”), the Due Process Clause of the United States Constitution, and the Federal Judicial Center (“FJC”) guidelines for best practicable due process notice.

EXPERIENCE

4. JND is a leading legal administration services provider with offices throughout the United States and its headquarters in Seattle, Washington. JND’s class action division provides all services necessary for the effective implementation of class actions including: (1) all facets of legal notice, such as outbound mailing, email notification, and the design and implementation of media programs; (2) website design and deployment, including online claim filing capabilities; (3) call center and other contact support; (4) secure class member data management; (5) paper and

electronic claims processing; (6) calculation design and programming; (7) payment disbursements through check, wire, PayPal, merchandise credits, and other means; (8) qualified settlement fund tax reporting; (9) banking services and reporting; and (10) all other functions related to the secure and accurate administration of class actions.

5. JND is an approved vendor for the United States Securities and Exchange Commission, the Federal Trade Commission, and the Consumer Financial Protection Bureau. In addition, we have worked with a number of other government agencies including: the U.S. Equal Employment Opportunity Commission, the Office of the Comptroller of the Currency, the Federal Deposit Insurance Corporation, the Federal Communications Commission, the Department of Justice, and the Department of Labor. We also have Master Services Agreements with various corporations and banks, which were only awarded after JND underwent rigorous reviews of our systems, privacy policies, and procedures. JND has been certified as SOC 2 Type 2 compliant by noted accounting firm Moss Adams.¹

6. JND has been recognized by various publications, including the *National Law Journal*, the *Legal Times*, and the *New York Law Journal*, for excellence in class action administration. JND was named the #1 Class Action Claims Administrator in the U.S. by the national legal community for multiple consecutive years, and was inducted into the *National Law Journal* Hall of Fame for the past three years for having held this title. JND was also recognized last year as the Most Trusted Class Action Administration Specialists in the Americas by *New World Report* (formerly *U.S. Business News*) in the publication's 2022 Legal Elite Awards program.

¹ As a SOC 2 Compliant organization, JND has passed an audit under AICPA criteria for providing data security.

7. The principals of JND collectively have over 80 years of experience in class action legal and administrative fields. JND has overseen claims processes for some of the largest legal claims administration matters in the country's history, and regularly prepares and implements court approved notice and administration campaigns throughout the United States.

8. Large JND matters include the landmark \$2.67 billion Blue Cross Blue Shield antitrust settlement, where we received and processed more than eight million claims; the \$1.3 billion Equifax Data Breach Settlement, where we received more than 18 million claims; a voluntary remediation program in Canada on behalf of over 30 million people; the \$1.5 billion Mercedes-Benz Emissions Settlements; the \$120 million GM Ignition Switch Settlement, where we sent notice to nearly 30 million class members and processed over 1.5 million claims; and the \$215 million USC Student Health Center Settlement on behalf of women who were sexually abused by a doctor at USC, as well as hundreds of other matters. Our notice campaigns are regularly approved by courts throughout the United States.

9. In addition to the above, JND also handled notice and claims administration tasks for the following motor vehicle cases: *Aberin v. Am. Honda Motor Co., Inc.*, No. 16-cv-04384-JST (N.D. Cal.); *Amin v. Mercedes-Benz USA, LLC*, No. 17-cv-01701-AT (N.D. Ga.); *Express Freight Int'l v. Hino Motors, Ltd.*, No. 22-cv-22483 (S.D. Fla.); *Gjonbalaj v. Volkswagen Grp. of Am., Inc.*, No. 19-cv-07165-BMC (E.D.N.Y.); *Gomez v. Mycles Cycles, Inc.*, No. 37-2015-00043311-CU-BT-CTL (Cal. Super. Ct.); *In re MyFord Touch Consumer Litig.*, No. 13-cv-3072 (EMC) (N.D. Cal.); *In re Navistar MaxxForce Engines Mktg., Sales Practices and Prods. Liab. Litig.*, No. 14-cv-10318 (N.D. Ill.); *In re: Subaru Battery Drain Prods. Liab.*, No. 20-cv-03095-JHR-MJS (D.N.J.); *In re Volkswagen "Clean Diesel" Mktg., Sales Practice and Prods. Liab. Litig.*, No. MDL 2672 CRB (N.D. Cal.); *Khona v. Subaru of Am., Inc.*, No. 19-cv-09323-RMB-

AMD (D.N.J.); *Kommer v. Ford Motor Co.*, No. 17-cv-296 (N.D.N.Y.); *Patrick v. Volkswagen Grp. of Am., Inc.*, No. 19-cv-01908-MCS-ADS (C.D. Cal.); *Pinon v. Mercedes-Benz USA, LLC and Daimler AG*, No. 18-cv-3984 (N.D. Ga.); *Udeen v. Subaru of America, Inc.*, No. 18-cv-17334-RBK-JS (D.N.J.); as well as others.

10. As a member of JND's Legal Notice Team, I research, design, develop, and implement a wide array of legal notice programs to meet the requirements of Rule 23 and relevant state court rules. In addition to providing notice directly to potential class members through direct mail and email, our media campaigns, which are regularly approved by courts throughout the United States, have used the internet and social media to reach class members. During my career, I have submitted declarations to courts throughout the country attesting to the creation and launch of various notice programs.

CASE BACKGROUND

11. The objective of the proposed Notice Plan is to provide the best notice practicable, consistent with the methods and tools employed in other court-approved notice programs and to allow Class Members the opportunity to review a plain language notice with the ability to easily take the next step and learn more about the Settlement. The FJC's *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide* consider a Notice Plan with a high reach (above 70%) to be effective.²

12. The Class or Class Members consist of all individuals or legal entities who, at any time as of the Initial Notice Date, own or owned, purchase(d) or lease(d) Covered Vehicles in any

² Reach is the percentage of a specific population group exposed to a media vehicle or a combination of media vehicles containing a notice at least once over the course of a campaign. Reach factors out duplication, representing total different/net persons.

of the fifty States, the District of Columbia, Puerto Rico, and all other United States territories and/or possessions.

NOTICE PLAN OVERVIEW

13. The proposed Notice Plan includes the following components, as further described in the sections below:

- a. CAFA Notice to appropriate state and federal officials;
- b. Direct mail notice to all Class Members for whom a valid postal address is obtained;
- c. Supplemental digital notice targeted specifically to Class Members using (1) a custom audience list of Class Member data via the Google Display Network (“GDN”), Facebook, and Instagram; and (2) Vehicle Identification Number (“VIN”) targeting through iHeart Automotive Connection (“IAC”);
- d. Settlement website that will provide detailed information about the Settlement and important case documents, including the Settlement Agreement and the Long Form Notice in both English and Spanish, a list of important deadlines, a VIN lookup tool to check vehicle eligibility, and a Claim Form that may be submitted electronically or printed and mailed; and
- e. Settlement toll-free number, post office box, and email address through which Class Members may obtain more information about the Settlement and request that the Long Form Notice and/or Claim Form be sent to them.

14. The direct notice effort alone is expected to reach the vast majority of Class Members. Based on my experience in developing and implementing class notice programs, I believe the proposed Notice Plan will provide the best notice practicable under the circumstance.

15. Each component of the proposed Notice Plan is described in more detail in the sections below.

CAFA NOTICE

16. JND will work with Counsel for Defendants to provide notice of the proposed Settlement under the Class Action Fairness Act (CAFA), 28 U.S.C. §1715(b), no later than 10 days after the proposed Settlement is filed with the Court. CAFA Notice will be mailed to the appropriate state and federal government officials.

DIRECT NOTICE EFFORT

17. An adequate notice program needs to satisfy “due process” when reaching a class. The United States Supreme Court, in *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156 (1974), stated that direct notice (when possible) is the preferred method for reaching a class. In addition, Rule 23(c)(2) of the Federal Rules of Civil Procedure provides that “the court must direct to class members the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The notice may be by one or more of the following: United States mail, electronic means, or other appropriate means.”

18. As a result, JND will send the Class Notice to all Class Members for whom a valid postal address is obtained. The Class Notice will contain all required information as well as a sentence in Spanish directing Class Members to the Settlement Website for a copy of the Long Form Notice translated to Spanish.

19. Defendant Subaru of America, Inc. will provide a list of eligible VINs to JND. JND will use the VINs to work with third-party data aggregation services to acquire potential Class Members’ contact information from the Departments of Motor Vehicles (“DMVs”) for all current and previous owners and lessees of the Covered Vehicles. The contact information gained using

this process is considered particularly reliable because owners and lessees must maintain accurate and up-to-date contact information in order to pay vehicle registration fees and keep driver licenses and voter registrations current. JND will also receive Covered Vehicle registration information, including, but not limited to, registration date, year, make, and model of the vehicle through the DMV data. The registration information will identify whether the individual purchased the vehicle new or used and whether the individual currently owns the vehicle.

20. After receiving the contact and VIN information, JND will promptly load the information into a case-specific database for the Settlement. JND employs appropriate administrative, technical and physical controls designed to ensure the confidentiality and protection of Class Member data, as well as to reduce the risk of loss, misuse, or unauthorized access, disclosure, or modification of the data.

21. Once the data is loaded, JND will identify any undeliverable addresses or duplicate records from the data and assign a unique identification number (“Unique ID”) to each Class Member to identify them throughout the administration process.

22. Prior to mailing notice, JND will conduct an address search through the U.S. Postal Service’s (“USPS”) National Change of Address (“NCOA”) database to update the address information for Class Vehicle owners and lessees.³ For any individual Class Notice that is returned as undeliverable, JND will re-mail the Class Notice where a forwarding address has been provided. For any remaining undeliverable Class Notice where no forwarding address is provided, JND will perform an advanced address search (e.g., a skip trace) and re-mail to the extent any new and current addresses are located.

³ The NCOA database is the official USPS technology product which makes changes of address information available to mailers to help reduce undeliverable mail pieces before mail enters the mail stream.

23. We estimate that the direct notice effort alone will reach the vast majority of the Class.

SUPPLEMENTAL DIGITAL NOTICE

24. JND will supplement the direct notice effort with a targeted digital effort to extend reach further. Prior to implementation, the digital ads will be translated to Spanish so that they may be served to those identified as Spanish speakers.

25. JND will serve approximately 20 million digital impressions over four weeks via GDN, Facebook, Instagram, and IAC based on the targeting strategies outlined below.⁴

a. ***Custom Audience Targeting:*** The process begins with JND providing the platforms with Class Member data containing phone numbers, postal addresses, and/or VINs. GDN will match the provided Class data with their own first-party data which they collect through Gmail, YouTube, Chrome registrations, etc. Likewise, Facebook/Instagram will match the provided data with their account user data. All matches will be added to a “Custom Audience” list. Ads will then be served to the Custom Audience while they are active on GDN, Facebook, and Instagram over the course of the campaign. Accounts identified as Spanish language accounts, will receive a notice in Spanish. The matched Class Member must be active on GDN, Facebook, or Instagram during the campaign period in order to be served an ad. The Class Member data will not be used for any purpose other than the customer match campaign.

b. ***iHeart Automotive Connection (IAC) Targeting:*** IAC is typically used by dealers to reach current owners regarding maintenance/service or to encourage them to buy

⁴ Impressions or Exposures are the total number of opportunities to be exposed to a media vehicle or combination of media vehicles containing a notice. Impressions are a gross or cumulative number that may include the same person more than once. As a result, impressions can and often do exceed the population size.

a new car. IAC will send an Email Notice to a matched list of the potential Class Members associated with the Class Member VINs. Digital banners will then be served via GDN to those Class Members who open the Email Notice. Digital ads will be served in Spanish to Class Members identified as Spanish speakers.

26. The digital activity will be served across all devices (desktop, laptop, tablet and mobile), with a heavy emphasis on mobile devices. The digital ads will include an embedded link to the Settlement Website, where Class Members may access more information about the Settlement, including the Long Form Notice, as well as file a claim electronically.

SETTLEMENT WEBSITE

27. JND will establish and maintain the informational case-specific Settlement Website that will have an easy-to-navigate design and will be formatted to emphasize important information and deadlines. The Settlement Website will include a page with answers to frequently asked questions, contact information, key dates, and links to important case documents, including the Long Form Notice in both English and Spanish, and the Settlement Agreement. The Settlement Website will also include information on how potential Class Members can opt-out of or object to the Settlement if they choose. The Settlement Website will feature a VIN lookup tool and an online Claim Form (“OCF”) with document upload capabilities for the submission of claims. If a user logs in to the OCF with their Unique ID, JND will prepopulate the OCF with the Class Members’ name and VIN. JND will work with the parties to design the online claim submission process to be streamlined and efficient for Class Members. JND will work with the parties to design the online claims submission process to be streamlined and efficient for Class Members. Additionally, a Claim Form will be posted at the Settlement Website for download for Class Members who prefer to submit a claim form by mail.

28. The Settlement Website will be ADA-compliant and optimized for mobile visitors so that information loads quickly on mobile devices. It will be designed to maximize search engine optimization through Google and other search engines.

29. The Settlement Website address will be prominently displayed in all printed notice documents and will be accessible through the digital notices.

TOLL-FREE NUMBER, P.O. BOX, AND EMAIL ADDRESS

30. JND will establish and maintain a 24-hour, toll-free telephone line that Class Members can call to obtain information about the Settlement. Live operators will be available during business hours to answer Class Members' questions and assist with claim filing.

31. JND will also establish and maintain an email address and post office box to receive and respond to Class Member correspondence.

NOTICE DESIGN AND CONTENT

32. The proposed notice documents are designed to comply with Rule 23's guidelines for class action notices and the FJC's Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide. The notices contain easy-to-read summaries of the instructions on how to obtain more information about the case and direct potential Class Members to the settlement website, where the Long Form Notice and other case documents will be posted. Courts routinely approve notices that have been written and designed in a similar manner.

REACH

33. Based on JND's experience with automotive settlements, we expect the direct notice effort alone to reach virtually all Class Members. The customized supplemental digital

effort will further enhance that reach. The estimated reach is similar to that of other court approved programs and meets the standard set forth by the FJC.⁵

CONCLUSION

34. In my opinion, the proposed Notice Plan provides the best notice practicable under the circumstances, is consistent with the requirements of Rule 23, and is consistent with many other court-approved notice programs. The Notice Plan is designed to reach as many Class Members as possible and inform them about the Settlement and their rights and options.

I declare under the penalty of perjury pursuant to the laws of the United States of America and the State of New Jersey that the foregoing is true and correct.

Executed on May 30, 2024, at Philadelphia, PA.



GINA INTREPIDO-BOWDEN

⁵ Federal Judicial Center, *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide* (2010), p. 3 states: "...the lynchpin in an objective determination of the adequacy of a proposed notice effort is whether all the notice efforts together will reach a high percentage of the class. It is reasonable to reach between 70–95%."

- EXHIBIT A -

GINA INTREPIDO-BOWDEN

VICE PRESIDENT



I.

INTRODUCTION

Gina Intrepido-Bowden is a Vice President at JND Legal Administration (“JND”). She is a court recognized legal notice expert who has been involved in the design and implementation of hundreds of legal notice programs reaching class members/claimants throughout the U.S., Canada, and the world, with notice in over 35 languages. Some notable cases in which Gina has been involved include:

- *Flaum v Doctor’s Assoc., Inc.*, a \$30 million FACTA settlement
- *FTC v. Reckitt Benckiser Grp. PLC*, the \$50 million Suboxone branded drug antitrust settlement
- *In re Blue Cross Blue Shield Antitrust Litig.*, a \$2.67 billion antitrust settlement
- *In re General Motors LLC Ignition Switch Litig.*, the \$120 million GM Ignition Switch economic settlement
- *In re Home Depot, Inc., Customer Data Sec. Breach Litig.*, a security breach impacting over 40 million consumers who made credit/debit card purchases in a Home Depot store
- *In re Monitronics Int’l, Inc.*, a \$28 million TCPA settlement
- *In re Residential Schools Litig.*, a complex Canadian class action incorporating a groundbreaking notice program to remote aboriginal persons qualified to receive benefits in the multi-billion-dollar settlement

- *In re Royal Ahold Sec. and "ERISA"*, a \$1.1 billion securities settlement involving a comprehensive international notice effort
- *In re Skelaxin (Metaxalone) Antitrust Litig.*, a prescription antitrust involving notice to both third party payor and consumer purchasers
- *In re TJX Cos., Inc. Retail Sec. Breach Litig.*, this \$200 million settlement impacted 45 million credit/debit cards in the U.S. and Canada making it the then-largest theft of consumer data
- *In re Trans Union Corp. Privacy Litig.*, a \$75 million data breach settlement involving persons with a credit history
- *Thompson v Metropolitan Life Ins. Co.*, a large race-based pricing settlement involving 25 million policyholders
- *USC Student Health Ctr. Settlement*, a \$215 million settlement providing compensation to women who were sexually assaulted, harassed and otherwise abused by Dr. George M. Tyndall
- *Williams v. Weyerhaeuser Co.*, a consumer fraud litigation involving exterior hardboard siding on homes and other structures

With more than 30 years of advertising research, planning and buying experience, Gina began her career working for one of New York's largest advertising agency media departments (BBDO), where she designed multi-million-dollar media campaigns for clients such as Gillette, GE, Dupont, and HBO. Since 2000, she has applied her media skills to the legal notification industry, working for several large legal notification firms. Gina is an accomplished author and speaker on class notice issues including effective reach, notice dissemination as well as noticing trends and innovations. She earned a Bachelor of Arts in Advertising from Penn State University, graduating *summa cum laude*.



JUDICIAL RECOGNITION

Courts have favorably recognized Ms. Intrepido-Bowden's work as outlined by the sampling of Judicial comments below:

1. **Honorable David O. Carter**

Gutierrez, Jr. v. Amplify Energy Corp., (September 14, 2023)

No. 21-cv-01628-DOC-JDE (C.D. Cal.):

The Court finds that the Notice set forth in the Settlement Agreement, detailed in the Notice Plan attached to the Declaration of Gina Intrepido-Bowden of JND Legal Administration, and effectuated pursuant to the Preliminary Approval Order: (a) constitutes the best notice practicable under the circumstances of this Action; (b) constitutes due and sufficient notice to the Classes of the terms of the Settlement Agreement and the Final Approval Hearing; and (c) fully complied with the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law, including the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

2. **Judge Stephen V. Wilson**

LSIMC, LLC v. Am. Gen. Life Ins. Co., (June 27, 2023)

No. 20-cv-11518 (C.D. Cal.):

The Court finds that the Settlement Administrator completed the delivery of the Class Notice to Settlement Class Members according to the Agreement terms. The Class Notice complied in all respects with the requirements of Rule 23 and the due process requirements of the United States Constitution and provided due and adequate notice to the Settlement Class.

3. Honorable David O Carter

Gutierrez, Jr. v. Amplify Energy Corp., (June 16, 2023)

No. 21-cv-01628-DOC-JDE (C.D. Cal.):

The Court appoints JND Legal Administration as the Settlement Administrator in this Action...The Court approves, as to form and content, the Direct Notices, Long Form Notices, and Email notices substantially in the forms attached as Exhibits B-J to the Declaration of Gina Intrepido-Bowden Regarding Proposed Shipping Defendants Settlement Notice Plan (“Intrepido-Bowden Declaration”).

4. Honorable Daniel D. Domenico

Advance Trust & Life Escrow Serv., LTA v. Sec. Life of Denver Ins. Co., (April 18, 2023)

No. 18-cv-01897-DDD-NYW (D. Colo.):

The Court appoints JND Legal Administration LLC (“JND”) a competent firm, as the Settlement Administrator...Pursuant to Rule 23(e)(1)(B), the Court directs that notice be provided to class members through the Notices, attached as Exhibits B-C to the Declaration of Gina M. Intrepido-Bowden (the “Intrepido-Bowden Declaration”), and through the notice program described in Section 4 of the Agreement and Paragraphs 32-38 of the Intrepido-Bowden Declaration. The Court finds that the manner of distribution of the Notices constitutes the best practicable notice under the circumstances as well as valid, due and sufficient notice to the Class and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the United States Constitution.

5. Honorable J.P. Boulee

In re TransUnion Rental Screening Sol. Inc. FCRA Litig., (January 6, 2023)

No. 20-md-02933-JPB (N.D. Ga.):

The Parties have proposed JND Legal Administration as the Settlement Administrator for the Rule 23(b)(2) and Rule 23(b)(3) Settlement Classes. The Court has reviewed the materials about this organization and concludes that it has extensive and specialized experience and expertise in class action settlements and notice programs. The Court

hereby appoints JND Legal Administration as the Settlement Administrator, to assist and provide professional guidance in the implementation of the Notice Plans and other aspects of the settlement administration.

6. Honorable Dana M. Sabraw

In re Packaged Seafood Prods. Antitrust Litig. (EPP Class), (July 15, 2022)
No. 15-md-02670 (S.D. Cal.):

An experienced and well-respected claims administrator, JND Legal Administration LLC (“JND”), administered a comprehensive and robust notice plan to alert Settlement Class Members of the COSI Settlement Agreement...The Notice Plan surpassed the 85% reach goal...The Court recognizes JND’s extensive experience in processing claim especially for millions of claimants...The Court finds due process was satisfied and the Notice Program provided adequate notice to settlement class members in a reasonable manner through all major and common forms of media.

7. Judge Fernando M. Olguin

Gupta v. Aeries Software, Inc., (July 7, 2022)
No. 20-cv-00995 (C.D. Cal.):

Under the circumstances, the court finds that the procedure for providing notice and the content of the class notice constitute the best practicable notice to class members and complies with the requirements of due process...The court appoints JND as settlement administrator.

8. Judge Cormac J. Carney

Gifford v. Pets Global, Inc., (June 24, 2022)
No. 21-cv-02136-CJC-MRW (C.D. Cal.):

The Settlement also proposes that JND Legal Administration act as Settlement Administrator and offers a provisional plan for Class Notice... The proposed notice plan here is designed to reach at least 70% of the class at least two times. The Notices proposed in this matter inform Class Members of the salient terms of the Settlement, the Class to be certified, the final approval hearing and the rights of all

parties, including the rights to file objections or to opt-out of the Settlement Class... This proposed notice program provides a fair opportunity for Class Members to obtain full disclosure of the conditions of the Settlement and to make an informed decision regarding the Settlement.

9. Judge David J. Novak

Brighton Tr. LLC, as Tr. v. Genworth Life & Annuity Ins. Co., (June 3, 2022)

No. 20-cv-240-DJN (E.D. Va.):

The Court appoints JND Legal Administration LLC (“JND”), a competent firm, as the Settlement Administrator...The Court approves the Notice Plan, as set forth in... paragraphs 9-15 and Exhibits B-C of the May 9, 2022 Declaration of Gina Intrepido-Bowden (“Intrepido-Bowden Declaration”).

10. Judge Cecilia M. Altonaga

In re Farm-raised Salmon and Salmon Prod. Antitrust Litig., (May 26, 2022)

No. 19-cv-21551-CMA (S.D. Fla.):

The Court approves the form and content of: (a) the Long Form Notice, attached as Exhibit B to the Declaration of Gina Intrepido-Bowden of JND Administration; and (b) the Informational Press Release (the “Press Release”), attached as Exhibit C to that Declaration. The Court finds that the mailing of the Notice and the Press Release in the manner set forth herein constitutes the best notice that is practicable under the circumstances, is valid, due, and sufficient notice to all persons entitled thereto and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the Constitution of the United States.

11. Judge Victoria A. Roberts

Graham v. Univ. of Michigan, (March 29, 2022)

No. 21-cv-11168-VAR-EAS (E.D. Mich.):

The Court finds that the foregoing program of Class Notice and the manner of its dissemination is sufficient under the circumstances and is reasonably calculated to

apprise the Settlement Class of the pendency of this Action and their right to object to the Settlement. The Court further finds that the Class Notice program is reasonable; that it constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and that it meets the requirements of due process and Federal Rule of Civil Procedure 23.

12. Honorable P. Kevin Castel

Hanks v. Lincoln Life & Annuity Co. of New York, (February 23, 2022)
No. 16-cv-6399 PKC (S.D.N.Y.):

The Court appoints JND Legal Administration LLC (“JND”), a competent firm, as the Settlement Administrator...The form and content of the notices, as well as the manner of dissemination described below, meet the requirements of Rule 23 and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled thereto.

13. Judge William M. Conley

Bruzek v. Husky Oil Operations Ltd., (January 31, 2022)
No. 18-cv-00697 (W.D. Wis.):

The claims administrator estimates that at least 70% of the class received notice... the court concludes that the parties’ settlement is fair, reasonable and adequate under Rule 23(e).

14. Honorable Dana M. Sabraw

In re Packaged Seafood Prods. Antitrust Litig. (DPP Class), (January 26, 2022)
No. 15-md-02670 (S.D. Cal.):

The rigorous notice plan proposed by JND satisfies requirements imposed by Rule 23 and the Due Process clause of the United States Constitution. Moreover, the content of the notice satisfactorily informs Settlement Class members of their rights under the Settlement.

15. Honorable Dana M. Sabraw

In re Packaged Seafood Prods. Antitrust Litig. (EPP Class), (January 26, 2022))

No. 15-md-02670 (S.D. Cal.):

Class Counsel retained JND, an experienced notice and claims administrator, to serve as the notice provider and settlement claims administrator. The Court approves and appoints JND as the Claims Administrator. EPPs and JND have developed an extensive and robust notice program which satisfies prevailing reach standards. JND also developed a distribution plan which includes an efficient and user-friendly claims process with an effective distribution program. The Notice is estimated to reach over 85% of potential class members via notice placements with the leading digital network (Google Display Network), the top social media site (Facebook), and a highly read consumer magazine (People)... The Court approves the notice content and plan for providing notice of the COSI Settlement to members of the Settlement Class.

16. Judge Alvin K. Hellerstein

Leonard v. John Hancock Life Ins. Co. of NY, (January 10, 2022)

No. 18-CV-04994 (S.D.N.Y.):

The Court appoints Gina Intrepido-Bowden of JND Legal Administration LLC, a competent firm, as the Settlement Administrator...the Court directs that notice be provided to class members through the Notices, attached as Exhibits B-C to the Declaration of Gina M. Intrepido-Bowden (the "Intrepido-Bowden Declaration"), and through the notice program described in described in Section 5 of the Agreement and Paragraphs 24-33 of the Intrepido-Bowden Declaration. The Court finds that the manner of distribution of the Notices constitutes the best practicable notice under the circumstances as well as valid, due and sufficient notice to the Class and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the United States Constitution.

17. Judge Timothy J. Corrigan

Levy v. Dolgencorp, LLC, (December 2, 2021)

No. 20-cv-01037-TJC-MCR (M.D. Fla.):

No Settlement Class Member has objected to the Settlement and only one Settlement Class Member requested exclusion from the Settlement through the opt-out process approved by this Court...The Notice Program was the best notice practicable under the circumstances. The Notice Program provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to such notice. The Notice Program fully satisfied the requirements of the Federal Rules of Civil Procedure and the United States Constitution, which include the requirement of due process.

18. Honorable Nelson S. Roman

Swetz v. GSK Consumer Health, Inc., (November 22, 2021)

No. 20-cv-04731 (S.D.N.Y.):

The Notice Plan provided for notice through a nationwide press release; direct notice through electronic mail, or in the alternative, mailed, first-class postage prepaid for identified Settlement Class Members; notice through electronic media—such as Google Display Network and Facebook—using a digital advertising campaign with links to the dedicated Settlement Website; and a toll-free telephone number that provides Settlement Class Members detailed information and directs them to the Settlement Website. The record shows, and the Court finds, that the Notice Plan has been implemented in the manner approved by the Court in its Preliminary Approval Order.

19. Honorable James V. Selna

Herrera v. Wells Fargo Bank, N.A., (November 16, 2021)

No. 18-cv-00332-JVS-MRW (C.D. Cal.):

On June 8, 2021, the Court appointed JND Legal Administration (“JND”) as the Claims Administrator... JND mailed notice to approximately 2,678,266 potential Non-Statutory Subclass Members and 119,680 Statutory Subclass Members.

Id. ¶ 5. 90% of mailings to Non-Statutory Subclass Members were deemed delivered, and 81% of mailings to Statutory Subclass Members were deemed delivered. *Id.* ¶ 9. Follow-up email notices were sent to 1,977,514 potential Non-Statutory Subclass Members and 170,333 Statutory Subclass Members, of which 91% and 89% were deemed delivered, respectively. *Id.* ¶ 12. A digital advertising campaign generated an additional 5,195,027 views. *Id.* ¶ 13...Accordingly, the Court finds that the notice to the Settlement Class was fair, adequate, and reasonable.

20. Judge Morrison C. England, Jr.

Martinelli v. Johnson & Johnson, (September 27, 2021)

No. 15-cv-01733-MCE-DB (E.D. Cal.):

The Court appoints JND, a well-qualified and experienced claims and notice administrator, as the Settlement Administrator.

21. Honorable Nathanael M. Cousins

Malone v. Western Digital Corp., (July 21, 2021)

No. 20-cv-03584-NC (N.D. Cal.):

The Court hereby appoints JND Legal Administration as Settlement Administrator... The Court finds that the proposed notice program meets the requirements of Due Process under the U.S. Constitution and Rule 23; and that such notice program- which includes individual direct notice to known Settlement Class Members via email, mail, and a second reminder email, a media and Internet notice program, and the establishment of a Settlement Website and Toll-Free Number-is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto. The Court further finds that the proposed form and content of the forms of the notice are adequate and will give the Settlement Class Members sufficient information to enable them to make informed decisions as to the Settlement Class, the right to object or opt-out, and the proposed Settlement and its terms.

22. Judge Vernon S. Broderick, Jr.

In re Keurig Green Mountain Single-Serve Coffee Antitrust Litig., (June 7, 2021)
No. 14-md-02542 (S.D.N.Y.):

The Notice Plan provided for notice through a nationwide press release, print notice in the national edition of People magazine, and electronic media—Google Display Network, Facebook, and LinkedIn—using a digital advertising campaign with links to a settlement website. Proof that Plaintiffs have complied with the Notice Plan has been filed with the Court. The Notice Plan met the requirements of due process and Federal Rule of Civil Procedure 23; constituted the most effective and best notice of the Agreement and fairness hearing practicable under the circumstances; and constituted due and sufficient notice for all other purposes to all other persons and entities entitled to receive notice.

23. Honorable Louis L. Stanton

Rick Nelson Co. v. Sony Music Ent., (May 25, 2021)
No. 18-cv-08791 (S.D.N.Y.):

Notice of the pendency of this Action as a class action and of the proposed Settlement was given to all Class Members who could be identified with reasonable effort. The form and method of notifying the Class of the pendency of the action as a class action and of the terms and conditions of the proposed Settlement met the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, due process, and any other applicable law, constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.

24. Honorable Daniel D. Domenico

Advance Trust & Life Escrow Serv., LTA v. Sec. Life of Denver Ins. Co., (January 29, 2021)
No. 18-cv-01897-DDD-NYW (D. Colo.):

The proposed form and content of the Notices meet the requirements of Federal Rule of Civil Procedure 23(c)(2)(B)...The court approves the retention of JND Legal Administration LLC as the Notice Administrator.

25. Honorable Virginia A. Phillips

Sonner v. Schwabe North America, Inc., (January 25, 2021)

No. 15-cv-01358 VAP (SPx) (C.D. Cal.):

Following preliminary approval of the settlement by the Court, the settlement administrator provided notice to the Settlement Class through a digital media campaign. (Dkt. 203-5). The Notice explains in plain language what the case is about, what the recipient is entitled to, and the options available to the recipient in connection with this case, as well as the consequences of each option. (Id., Ex. E). During the allotted response period, the settlement administrator received no requests for exclusion and just one objection, which was later withdrawn. (Dkt. 203-1, at 11).

Given the low number of objections and the absence of any requests for exclusion, the Class response is favorable overall. Accordingly, this factor also weighs in favor of approval.

26. Honorable R. Gary Klausner

A.B. v. Regents of the Univ. of California, (January 8, 2021)

No. 20-cv-09555-RGK-E (C.D. Cal.):

The parties intend to notify class members through mail using UCLA's patient records. And they intend to supplement the mail notices using Google banners and Facebook ads, publications in the LA times and People magazine, and a national press release. Accordingly, the Court finds that the proposed notice and method of delivery sufficient and approves the notice.

27. Judge Jesse M. Furman

In re General Motors LLC Ignition Switch Litig., economic settlement, (December 18, 2020)

No. 2543 (MDL) (S.D.N.Y.):

The Court finds that the Class Notice and Class Notice Plan satisfied and continue to satisfy the applicable requirements of Federal Rules of Civil Procedure 23(c)(2)(b) and 23(e), and fully comply with all laws, including the Class Action Fairness Act (28 U.S.C. § 1711 et seq.), and the Due Process Clause of the United States

Constitution (U.S. Const., amend. V), constituting the best notice that is practicable under the circumstances of this litigation.

28. Judge Vernon S. Broderick, Jr.

In re Keurig Green Mountain Single-Serve Coffee Antitrust Litig., (December 16, 2020)
No. 14-md-02542 (S.D.N.Y.):

I further appoint JND as Claims Administrator. JND's principals have more than 75 years-worth of combined class action legal administration experience, and JND has handled some of the largest recent settlement administration issues, including the Equifax Data Breach Settlement. (Doc. 1115 ¶ 5.) JND also has extensive experience in handling claims administration in the antitrust context. (Id. ¶ 6.) Accordingly, I appoint JND as Claims Administrator.

29. Judge R. David Proctor

In re Blue Cross Blue Shield Antitrust Litig., (November 30, 2020)
Master File No. 13-CV-20000-RDP (N.D. Ala.):

After a competitive bidding process, Settlement Class Counsel retained JND Legal Administration LLC ("JND") to serve as Notice and Claims Administrator for the settlement. JND has a proven track record and extensive experience in large, complex matters... JND has prepared a customized Notice Plan in this case. The Notice Plan was designed to provide the best notice practicable, consistent with the latest methods and tools employed in the industry and approved by other courts...The court finds that the proposed Notice Plan is appropriate in both form and content and is due to be approved.

30. Honorable Laurel Beeler

Sidibe v. Sutter Health, (November 5, 2020)
No. 12-cv-4854-LB (N.D. Cal.):

Class Counsel has retained JND Legal Administration ("JND"), an experienced class notice administration firm, to administer notice to the Class. The Court appoints JND as the Class Notice Administrator.

31. Judge Carolyn B. Kuhl

Sandoval v. Merlex Stucco Inc., (October 30, 2020)

No. BC619322 (Cal. Super. Ct.):

Additional Class Member class members, and because their names and addresses have not yet been confirmed, will be notified of the pendency of this settlement via the digital media campaign... the Court approves the Parties selection of JND Legal as the third-party Claims Administrator.

32. Honorable Louis L. Stanton

Rick Nelson Co. v. Sony Music Ent., (September 16, 2020)

No. 18-cv-08791 (S.D.N.Y.):

The parties have designated JND Legal Administration (“JND”) as the Settlement Administrator. Having found it qualified, the Court appoints JND as the Settlement Administrator and it shall perform all the duties of the Settlement Administrator as set forth in the Stipulation...The form and content of the Notice, Publication Notice and Email Notice, and the method set forth herein of notifying the Class of the Settlement and its terms and conditions, meet the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, and any other applicable law, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled thereto.

33. Honorable Jesse M. Furman

In re General Motors LLC Ignition Switch Litig., economic settlement, (April 27, 2020)

No. 2543 (MDL) (S.D.N.Y.):

The Court further finds that the Class Notice informs Class Members of the Settlement in a reasonable manner under Federal Rule of Civil Procedure 23(e)(1)(B) because it fairly apprises the prospective Class Members of the terms of the proposed Settlement and of the options that are open to them in connection with the proceedings.

The Court therefore approves the proposed Class Notice plan, and hereby directs that such notice be disseminated to Class Members in the manner set forth in

the Settlement Agreement and described in the Declaration of the Class Action Settlement Administrator...

34. Honorable Virginia A. Phillips

Sonner v. Schwabe North America, Inc., (April 7, 2020)

No. 15-cv-01358 VAP (SPx) (C.D. Cal.):

The Court orders the appointment of JND Legal Administration to implement and administrate the dissemination of class notice and administer opt-out requests pursuant to the proposed notice dissemination plan attached as Exhibit D to the Stipulation.

35. Judge Fernando M. Olguin

Ahmed v. HSBC Bank USA, NA, (December 30, 2019)

No. 15-cv-2057-FMO-SPx (N.D. Ill.):

On June 21, 2019, the court granted preliminary approval of the settlement, appointed JND Legal Administration (“JND”) as settlement administrator... the court finds that the class notice and the notice process fairly and adequately informed the class members of the nature of the action, the terms of the proposed settlement, the effect of the action and release of claims, the class members’ right to exclude themselves from the action, and their right to object to the proposed settlement...the reaction of the class has been very positive.

36. Honorable Stephen V. Wilson

USC Student Health Ctr. Settlement, (June 12, 2019)

No. 18-cv-04258-SVW (C.D. Cal.):

The Court hereby designates JND Legal Administration (“JND”) as Claims Administrator. The Court finds that giving Class Members notice of the Settlement is justified under Rule 23(e)(1) because, as described above, the Court will likely be able to: approve the Settlement under Rule 23(e)(2); and certify the Settlement Class for purposes of judgment. The Court finds that the proposed Notice satisfies the requirements of due process and Federal Rule of Civil Procedure 23 and provides the best notice practicable under the circumstances.

37. Judge J. Walton McLeod

Boskie v. Backgroundchecks.com, (May 17, 2019)

No. 2019CP3200824 (S.C. C.P.):

The Court appoints JND Legal Administration as Settlement Administrator...The Court approves the notice plans for the HomeAdvisor Class and the Injunctive Relief Class as set forth in the declaration of JND Legal Administration. The Court finds the class notice fully satisfies the requirements of due process, the South Carolina Rules of Civil Procedure. The notice plan for the HomeAdvisor Class and Injunctive Relief Class constitutes the best notice practicable under the circumstances of each Class.

38. Judge Kathleen M. Daily

Podawiltz v. Swisher Int'l, Inc., (February 7, 2019)

No. 16CV27621 (Or. Cir. Ct.):

The Court appoints JND Legal Administration as settlement administrator...The Court finds that the notice plan is reasonable, that it constitutes due, adequate and sufficient notice to all persons entitled to receive notice, and that it meets the requirements of due process, ORCP 32, and any other applicable laws.

39. Honorable Kenneth J. Medel

Huntzinger v. Suunto Oy, (December 14, 2018)

No. 37-2018-27159 (CU) (BT) (CTL) (Cal. Super. Ct.):

The Court finds that the Class Notice and the Notice Program implemented pursuant to the Settlement Agreement and Preliminary Approval Order constituted the best notice practicable under the circumstances to all persons within the definition of the Class and fully complied with the due process requirement under all applicable statutes and laws and with the California Rules of Court.

40. Honorable Thomas M. Durkin

In re Broiler Chicken Antitrust Litig., (November 16, 2018)

No. 16-cv-8637 (N.D. Ill.):

The notice given to the Class, including individual notice to all members of the Class who could be identified through reasonable efforts, was the best notice practicable under the circumstances. Said notice provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed settlement set forth in the Settlement Agreement, to all persons entitled to such notice, and said notice fully satisfied the requirements of Rules 23(c)(2) and 23(e)(1) of the Federal Rules of Civil Procedure and the requirements of due process.

41. Honorable Kenneth J. Medel

Huntzinger v. Suunto Oy, (August 10, 2018)

No. 37-2018-27159 (CU) (BT) (CTL) (Cal. Super. Ct.):

The Court finds that the notice to the Class Members regarding settlement of this Action, including the content of the notices and method of dissemination to the Class Members in accordance with the terms of Settlement Agreement, constitute the best notice practicable under the circumstances and constitute valid, due and sufficient notice to all Class Members, complying fully with the requirements of California Code of Civil Procedure § 382, California Civil Code § 1781, California Rules of Court Rules 3.766 and 3.769(f), the California and United States Constitutions, and any other applicable law.

42. Honorable Thomas M. Durkin

In re Broiler Chicken Antitrust Litig., (June 22, 2018)

No. 16-cv-8637 (N.D. Ill.):

The proposed notice plan set forth in the Motion and the supporting declarations comply with Rule 23(c)(2)(B) and due process as it constitutes the best notice that is practicable under the circumstances, including individual notice via mail and email to all members who can be identified through reasonable effort. The direct mail and email notice will be supported by reasonable publication notice to reach class members who could not be individually identified.

43. Judge John Bailey

In re Monitronics Int'l, Inc. TCPA Litig., (September 28, 2017)

No. 11-cv-00090 (N.D. W.Va.):

The Court carefully considered the Notice Plan set forth in the Settlement Agreement and plaintiffs' motion for preliminary approval. The Court finds that the Notice Plan constitutes the best notice practicable under the circumstances, and satisfies fully the requirements of Rule 23, the requirements of due process and any other applicable law, such that the terms of the Settlement Agreement, the releases provided therein, and this Court's final judgment will be binding on all Settlement Class Members.

44. Honorable Ann I. Jones

Eck v. City of Los Angeles, (September 15, 2017)

No. BC577028 (Cal. Super. Cal.):

The form, manner, and content of the Class Notice, attached to the Settlement Agreement as Exhibits B, E, F and G, will provide the best notice practicable to the Class under the circumstances, constitutes valid, due, and sufficient notice to all Class Members, and fully complies with California Code of Civil Procedure section 382, California Code of Civil Procedure section 1781, the Constitution of the State of California, the Constitution of the United States, and other applicable law.

45. Honorable James Ashford

Nishimura v. Gentry Homes, LTD., (September 14, 2017)

No. 11-11-1-1522-07-RAN (Haw. Cir. Ct.):

The Court finds that the Notice Plan and Class Notices will fully and accurately inform the potential Class Members of all material elements of the proposed Settlement and of each Class Member's right and opportunity to object to the proposed Settlement. The Court further finds that the mailing and distribution of the Class Notice and the publication of the Class Notices substantially in the manner and form set forth in the Notice Plan and Settlement Agreement meets the requirements of the laws of the State of Hawai'i (including Hawai'i Rule of Civil Procedure 23), the United States

Constitution (including the Due Process Clause), the Rules of the Court, and any other applicable law, constitutes the best notice practicable under the circumstances, and constitutes due and sufficient notice to all potential Class Members.

46. Judge Cecilia M. Altonaga

Flaum v. Doctor's Assoc., Inc., (March 22, 2017)

No. 16-cv-61198 (S.D. Fla.):

...the forms, content, and manner of notice proposed by the Parties and approved herein meet the requirements of due process and FED. R. CIV. P. 23(c) and (e), are the best notice practicable under the circumstances, constitute sufficient notice to all persons entitled to notice, and satisfy the Constitutional requirements of notice. The Court approves the notice program in all respects (including the proposed forms of notice, Summary Notice, Full Notice for the Settlement Website, Publication Notice, Press Release and Settlement Claim Forms, and orders that notice be given in substantial conformity therewith.

47. Judge Manish S. Shah

Johnson v. Yahoo! Inc., (December 12, 2016)

No. 14-cv-02028 (N.D. Ill.):

The Court approves the notice plan set forth in Plaintiff's Amended Motion to Approve Class Notice (Doc. 252) (the "Notice Plan"). The Notice Plan, in form, method, and content, complies with the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, and constitutes the best notice practicable under the circumstances.

48. Judge Joan A. Leonard

Barba v. Shire U.S., Inc., (December 2, 2016)

No. 13-cv-21158 (S.D. Fla.):

The notice of settlement (in the form presented to this Court as Exhibits E, F, and G, attached to the Settlement Agreement [D.E. 423-1] (collectively, "the Notice") directed to the Settlement Class members, constituted the best notice practicable

under the circumstances. In making this determination, the Court finds that the Notice was given to potential Settlement Class members who were identified through reasonable efforts, published using several publication dates in *Better Homes and Gardens*, *National Geographic*, and *People* magazines; placed on targeted website and portal banner advertisements on general Run of Network sites; included in e-newsletter placements with *ADDitude*, a magazine dedicated to helping children and adults with attention deficit disorder and learning disabilities lead successful lives, and posted on the Settlement Website which included additional access to Settlement information and a toll-free number. Pursuant to, and in accordance with, Federal Rule of Civil Procedure 23, the Court hereby finds that the Notice provided Settlement Class members with due and adequate notice of the Settlement, the Settlement Agreement, these proceedings, and the rights of Settlement Class members to make a claim, object to the Settlement or exclude themselves from the Settlement.

49. Judge Marco A. Hernandez

***Kearney v. Equilon Enter. LLC*, (October 25, 2016)**

No. 14-cv-00254 (D. Ore.):

The papers supporting the Final Approval Motion, including, but not limited to, the Declaration of Robert A. Curtis and the two Declarations filed by Gina Intrepido-Bowden, describe the Parties' provision of Notice of the Settlement. Notice was directed to all members of the Settlement Classes defined in paragraph 2, above. No objections to the method or contents of the Notice have been received. Based on the above-mentioned declarations, *inter alia*, the Court finds that the Parties have fully and adequately effectuated the Notice Plan, as required by the Preliminary Approval Order, and, in fact, have achieved better results than anticipated or required by the Preliminary Approval Order.

50. Honorable Amy J. St. Eve

***In re Rust-Oleum Restore Mktg, Sales Practices & Prod. Liab. Litig.*, (October 20, 2016)**

No. 15-cv-01364 (N.D. Ill.):

The Notices of Class Action and Proposed Settlement (Exhibits A and B to the Settlement Agreement) and the method of providing such Notices to the proposed

Settlement Class...comply with Fed. R. Civ. P. 23(e) and due process, constitute the best notice practicable under the circumstances, and provide due and sufficient notice to all persons entitled to notice of the settlement of this Action.

51. Honorable R. Gary Klausner

Russell v. Kohl's Dep't Stores, Inc., (October 20, 2016)

No. 15-cv-01143 (C.D. Cal.):

Notice of the settlement was provided to the Settlement Class in a reasonable manner, and was the best notice practicable under the circumstances, including through individual notice to all members who could be reasonably identified through reasonable effort.

52. Judge Fernando M. Olguin

Chambers v. Whirlpool Corp., (October 11, 2016)

No. 11-cv-01733 (C.D. Cal.):

Accordingly, based on its prior findings and the record before it, the court finds that the Class Notice and the notice process fairly and adequately informed the class members of the nature of the action, the terms of the proposed settlement, the effect of the action and release of claims, their right to exclude themselves from the action, and their right to object to the proposed settlement.

53. Honourable Justice Stack

Anderson v. Canada, (September 28, 2016)

No. 2007 01T4955CP (NL Sup. Ct.):

The Phase 2 Notice Plan satisfies the requirements of the Class Actions Act and shall constitute good and sufficient service upon class members of the notice of this Order, approval of the Settlement and discontinuance of these actions.

54. Judge Mary M. Rowland

In re Home Depot, Inc., Customer Data Sec. Breach Litig., (August 23, 2016)
No. 14-md-02583 (N.D. Ga.):

The Court finds that the Notice Program has been implemented by the Settlement Administrator and the parties in accordance with the requirements of the Settlement Agreement, and that such Notice Program, including the utilized forms of Notice, constitutes the best notice practicable under the circumstances and satisfies due process and the requirements of Rule 23 of the Federal Rules of Civil Procedure.

55. Honorable Manish S. Shah

Campos v. Calumet Transload R.R., LLC, (August 3, 2016)
No. 13-cv-08376 (N.D. Ill.):

The form, content, and method of dissemination of the notice given to the Settlement Class were adequate, reasonable, and constitute the best notice practicable under the circumstances. The notice, as given, provided valid, due, and sufficient notice of the Settlements, the terms and conditions set forth therein, and these proceedings to all Persons entitled to such notice. The notice satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure (“Rule 23”) and due process.

56. Honorable Lynn Adelman

Fond Du Lac Bumper Exch., Inc. v. Jui Li Enter. Co., Ltd., (Indirect Purchaser), (July 7, 2016)
No. 09-cv-00852 (E.D. Wis.):

The Court further finds that the mailing and publication of Notice in the manner set forth in the Notice Program is the best notice practicable under the circumstances; is valid, due and sufficient notice to all Settlement Class members; and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the Constitution of the United States. The Court further finds that the forms of Notice are written in plain language, use simple terminology, and are designed to be readily understandable by Settlement Class members.

57. Judge Marco A. Hernandez

Kearney v. Equilon Enter. LLC, (June 6, 2016)

No. 14-cv-00254 (Ore. Dist. Ct.):

The Court finds that the Parties' plan for providing Notice to the Settlement Classes as described in paragraphs 35-42 of the Settlement Agreement and as detailed in the Settlement Notice Plan attached to the Declaration of Gina Intrepido-Bowden: (a) constitutes the best notice practicable under the circumstances of this Action; (b) constitutes due and sufficient notice to the Settlement Classes of the pendency of the Action, certification of the Settlement Classes, the terms of the Settlement Agreement, and the Final Approval Hearing; and (c) complies fully with the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law. The Court further finds that the Parties' plan for providing Notice to the Settlement Classes, as described in paragraphs 35-42 of the Settlement Agreement and as detailed in the Settlement Notice Plan attached to the Declaration of Gina Intrepido-Bowden, will adequately inform members of the Settlement Classes of their right to exclude themselves from the Settlement Classes so as not to be bound by the Settlement Agreement.

58. Judge Joan A. Leonard

Barba v. Shire U.S., Inc., (April 11, 2016)

No. 13-cv-21158 (S.D. Fla.):

The Court finds that the proposed methods for giving notice of the Settlement to members of the Settlement Class, as set forth in this Order and in the Settlement Agreement, meet the requirements of Federal Rule of Civil Procedure Rule 23 and requirements of state and federal due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

59. Honorable Manish S. Shah

Campos v. Calumet Transload R.R., LLC, (March 10, 2016 and April 18, 2016)
No. 13-cv-08376 (N.D. Ill.):

The Court further finds that the mailing and publication of Notice in the manner set forth in the Notice Program is the best notice practicable under the circumstances, constitutes due and sufficient notice of the Settlement and this Order to all persons entitled thereto, and is in full compliance with the requirements of Fed. R. Civ. P. 23, applicable law, and due process.

60. Judge Thomas W. Thrash Jr.

In re Home Depot, Inc., Customer Data Sec. Breach Litig., (March 8, 2016)
No. 14-md-02583 (N.D. Ga.):

The Court finds that the form, content and method of giving notice to the Class as described in Paragraph 7 of this Order and the Settlement Agreement (including the exhibits thereto): (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the action, the terms of the proposed settlement, and their rights under the proposed settlement, including but not limited to their rights to object to or exclude themselves from the proposed settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including Fed. R. Civ. P. 23(c) and (e), and the Due Process Clause(s) of the United States Constitution. The Court further finds that the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Class Members.

61. Judge Mary M. Rowland

In re Sears, Roebuck and Co. Front-Loader Washer Prod. Liab. Litig., (February 29, 2016)
No. 06-cv-07023 (N.D. Ill.):

The Court concludes that, under the circumstances of this case, the Settlement Administrator's notice program was the "best notice that is practicable," Fed. R. Civ.

P. 23(c)(2)(B), and was “reasonably calculated to reach interested parties,” *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 318 (1950).

62. Honorable Lynn Adelman

Fond Du Lac Bumper Exch., Inc. v. Jui Li Enter. Ins. Co.,
(Indirect Purchaser–Tong Yang & Gordon Settlements), (January 14, 2016)
No. 09-CV-00852 (E.D. Wis.):

The form, content, and methods of dissemination of Notice of the Settlements to the Settlement Class were reasonable, adequate, and constitute the best notice practicable under the circumstances. The Notice, as given, provided valid, due, and sufficient notice of the Settlements, the terms and conditions set forth in the Settlements, and these proceedings to all persons and entities entitled to such notice, and said notice fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process requirements.

63. Judge Curtis L. Collier

In re Skelaxin (Metaxalone) Antitrust Litig., (December 22, 2015)
No. 12-md-2343 (E.D. Tenn.):

The Class Notice met statutory requirements of notice under the circumstances, and fully satisfied the requirements of Federal Rule of Civil Procedure 23 and the requirement process.

64. Honorable Mitchell D. Dembin

Lerma v. Schiff Nutrition Int’l, Inc., (November 3, 2015)
No. 11-CV-01056 (S.D. Cal.):

According to Ms. Intrepido-Bowden, between June 29, 2015, and August 2, 2015, consumer publications are estimated to have reached 53.9% of likely Class Members and internet publications are estimated to have reached 58.9% of likely Class Members...The Court finds this notice (i) constituted the best notice practicable under the circumstances, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise the putative Class Members of the pendency of the action,

and of their right to object and to appear at the Final Approval Hearing or to exclude themselves from the Settlement, (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to be provided with notice, and (iv) fully complied with due process principles and Federal Rule of Civil Procedure 23.

65. Honorable Lynn Adelman

**Fond Du Lac Bumper Exch., Inc. v. Jui Li Enter. Ins. Co.,
(Indirect Purchaser–Gordon Settlement), (August 4, 2015)
No. 09-CV-00852 (E.D. Wis.):**

The Court further finds that the mailing and publication of Notice in the manner set forth in the Notice Program is the best notice practicable under the circumstances; is valid, due and sufficient notice to all Settlement Class members; and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the Constitution of the United States. The Court further finds that the forms of Notice are written in plain language, use simple terminology, and are designed to be readily understandable by Settlement Class members.

66. Honorable Sara I. Ellis

**Thomas v. Lennox Indus. Inc., (July 9, 2015)
No. 13-CV-07747 (N.D. Ill.):**

The Court approves the form and content of the Long-Form Notice, Summary Notice, Postcard Notice, Dealer Notice, and Internet Banners (the “Notices”) attached as Exhibits A-1, A-2, A-3, A-4 and A-5 respectively to the Settlement Agreement. The Court finds that the Notice Plan, included in the Settlement Agreement and the Declaration of Gina M. Intrepido-Bowden on Settlement Notice Plan and Notice Documents, constitutes the best practicable notice under the circumstances as well as valid, due and sufficient notice to all persons entitled thereto, and that the Notice Plan complies fully with the requirements of Federal Rule of Civil Procedure 23 and provides Settlement Class Members due process under the United States Constitution.

67. Honorable Lynn Adelman

Fond du Lac Bumper Exch., Inc. v. Jui Li Enter.Co., Ltd.
(Indirect Purchaser–Tong Yang Settlement), (May 29, 2015)
No. 09-CV-00852 (E.D. Wis.):

The Court further finds that the mailing and publication of Notice in the manner set forth in the Notice Program is the best notice practicable under the circumstances; is valid, due and sufficient notice to all Settlement Class members; and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the Constitution of the United States. The Court further finds that the forms of Notice are written in plain language, use simple terminology, and are designed to be readily understandable by Settlement Class members.

68. Honorable Mitchell D. Dembin

Lerma v. Schiff Nutrition Int'l, Inc., (May 25, 2015)
No. 11-CV-01056 (S.D. Cal.):

The parties are to notify the Settlement Class in accordance with the Notice Program outlined in the Second Supplemental Declaration of Gina M. Intrepido-Bowden on Settlement Notice Program.

69. Honorable Lynn Adelman

Fond du Lac Bumper Exch., Inc. v. Jui Li Enter. Co., Ltd.
(Direct Purchaser–Gordon Settlement), (May 5, 2015)
No. 09-CV-00852 (E.D. Wis.):

The Notice Program set forth herein is substantially similar to the one set forth in the Court's April 24, 2015 Order regarding notice of the Tong Yang Settlement (ECF. No. 619) and combines the Notice for the Tong Yang Settlement with that of the Gordon Settlement into a comprehensive Notice Program. To the extent differences exist between the two, the Notice Program set forth and approved herein shall prevail over that found in the April 24, 2015 Order.

70. Honorable José L. Linares

Demmick v. Cellco P'ship, (May 1, 2015)

No. 06-CV-2163 (D.N.J.):

The Notice Plan, which this Court has already approved, was timely and properly executed and that it provided the best notice practicable, as required by Federal Rule of Civil Procedure 23, and met the “desire to actually inform” due process communications standard of Mullane v. Central Hanover Bank & Trust Co., 339 U.S. 306 (1950) The Court thus affirms its finding and conclusion in the November 19, 2014 Preliminary Approval Order that the notice in this case meets the requirements of the Federal Rules of Civil Procedure and the Due Process Clause of the United States and/or any other applicable law. All objections submitted which make mention of notice have been considered and, in light of the above, overruled.

71. Honorable David O. Carter

Cobb v. BSH Home Appliances Corp., (December 29, 2014)

No. 10-CV-0711 (C.D. Cal.):

The Notice Program complies with Rule 23(c)(2)(B) because it constitutes the best notice practicable under the circumstances, provides individual notice to all Class Members who can be identified through reasonable effort, and is reasonably calculated under the circumstances to apprise the Class Members of the nature of the action, the claims it asserts, the Class definition, the Settlement terms, the right to appear through an attorney, the right to opt out of the Class or to comment on or object to the Settlement (and how to do so), and the binding effect of a final judgment upon Class Members who do not opt out.

72. Honorable José L. Linares

Demmick v. Cellco P'ship, (November 19, 2014)

No. 06-CV-2163 (D.N.J.):

The Court finds that the Parties’ plan for providing Notice to the Settlement Classes as described in Article V of the Settlement Agreement and as detailed in the Settlement Notice Plan attached to the Declaration of Gina M. Intrepido-Bowden: (a) constitutes

the best notice practicable under the circumstances of this Action; (b) constitutes due and sufficient notice to the Settlement Classes of the pendency of the Action, certification of the Settlement Classes, the terms of the Settlement Agreement, and the Final Approval Hearing; and (c) complies fully with the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law.

The Court further finds that the Parties' plan for providing Notice to the Settlement Classes as described in Article V of the Settlement Agreement and as detailed in the Settlement Notice Plan attached to the Declaration of Gina M. Intrepido-Bowden, will adequately inform members of the Settlement Classes of their right to exclude themselves from the Settlement Classes so as to not be bound by the Settlement Agreement.

73. Honorable Christina A. Snyder

Roberts v. Electrolux Home Prod., Inc., (September 11, 2014)

No. 12-CV-01644 (C.D. Cal.):

Accordingly, the Court hereby finds and concludes that members of the Settlement Class have been provided the best notice practicable of the Settlement and that such notice satisfies all requirements of federal and California laws and due process. The Court finally approves the Notice Plan in all respects...Any objections to the notice provided to the Class are hereby overruled.

74. Judge Gregory A. Presnell

Poertner v. Gillette Co., (August 21, 2014)

No. 12-CV-00803 (M.D. Fla.):

This Court has again reviewed the Notice and the accompanying documents and finds that the "best practicable" notice was given to the Class and that the Notice was "reasonably calculated" to (a) describe the Action and the Plaintiff's and Class Members' rights in it; and (b) apprise interested parties of the pendency of the Action and of their right to have their objections to the Settlement heard. See Phillips Petroleum Co. v. Shutts, 472 U.S. 797, 810 (1985). This Court further finds that Class Members were given a reasonable opportunity to opt out of the Action and that

they were adequately represented by Plaintiff Joshua D. Poertner. See *Id.* The Court thus reaffirms its findings that the Notice given to the Class satisfies the requirements of due process and holds that it has personal jurisdiction over all Class Members.

75. Honorable Christina A. Snyder

Roberts v. Electrolux Home Prod., Inc., (May 5, 2014)

No. 12-CV-01644 (C.D. Cal.):

The Court finds that the Notice Plan set forth in the Settlement Agreement (§ V. of that Agreement) is the best notice practicable under the circumstances and constitutes sufficient notice to all persons entitled to notice. The Court further preliminarily finds that the Notice itself IS appropriate, and complies with Rules 23(b)(3), 23(c)(2)(B), and 23(e) because it describes in plain language (1) the nature of the action, (2) the definition of the Settlement Class and Subclasses, (3) the class claims, issues or defenses, (4) that a class member may enter an appearance through an attorney if the member so desires, (5) that the Court will exclude from the class any member who requests exclusion, (6) the time and manner for requesting exclusion, and (7) the binding effect of a judgment on Settlement Class Members under Rule 23(c)(3) and the terms of the releases. Accordingly, the Court approves the Notice Plan in all respects...

76. Honorable William E. Smith

Cappalli v. BJ's Wholesale Club, Inc., (December 12, 2013)

No. 10-CV-00407 (D.R.I.):

The Court finds that the form, content, and method of dissemination of the notice given to the Settlement Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The notice, as given, provided valid, due, and sufficient notice of these proceedings of the proposed Settlement, and of the terms set forth in the Stipulation and first Joint Addendum, and the notice fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, Constitutional due process, and all other applicable laws.

77. Judge Gregory A. Presnell

Poertner v. Gillette Co., (November 5, 2013)

No. 12-CV-00803 (M.D. Fla.):

The Court finds that compliance with the Notice Plan is the best practicable notice under the circumstances and constitutes due and sufficient notice of this Order to all persons entitled thereto and is in full compliance with the requirements of Rule 23, applicable law, and due process.

78. Judge Marilyn L. Huff

Beck-Ellman v. Kaz USA, Inc., (June 11, 2013)

No. 10-cv-02134 (S.D. Cal.):

The Notice Plan has now been implemented in accordance with the Court's Preliminary Approval Order...The Notice Plan was specially developed to cause class members to see the Publication Notice or see an advertisement that directed them to the Settlement Website...The Court concludes that the Class Notice fully satisfied the requirements of Rule 23(c)(2) of the Federal Rules of Civil Procedure and all due process requirements.

79. Judge Tom A. Lucas

Stroud v. eMachines, Inc., (March 27, 2013)

No. CJ-2003-968 L (W.D. Okla.):

The Notices met the requirements of Okla. Stat. tit. 12 section 2023(C), due process, and any other applicable law; constituted the best notice practicable under the circumstances; and constituted due and sufficient notice to all persons and entities entitled thereto. All objections are stricken. Alternatively, considered on their merits, all objections are overruled.

80. Judge Marilyn L. Huff

Beck-Ellman v. Kaz USA, Inc., (January 7, 2013)

No. 10-cv-02134 (S.D. Cal.):

The proposed Class Notice, Publication Notice, and Settlement Website are reasonably calculated to inform potential Class members of the Settlement, and are the best practicable methods under the circumstances... Notice is written in easy and clear language, and provides all needed information, including: (1) basic information about the lawsuit; (2) a description of the benefits provided by the settlement; (3) an explanation of how Class members can obtain Settlement benefits; (4) an explanation of how Class members can exercise their rights to opt-out or object; (5) an explanation that any claims against Kaz that could have been litigated in this action will be released if the Class member does not opt out; (6) the names of Class Counsel and information regarding attorneys' fees; (7) the fairness hearing date and procedure for appearing; and (8) the Settlement Website and a toll free number where additional information, including Spanish translations of all forms, can be obtained. After review of the proposed notice and Settlement Agreement, the Court concludes that the Publication Notice and Settlement Website are adequate and sufficient to inform the class members of their rights. Accordingly, the Court approves the form and manner of giving notice of the proposed settlement.

81. Judge Tom A. Lucas

Stroud v. eMachines, Inc., (December 21, 2012)

No. CJ-2003-968 L (W.D. Okla.):

The Plan of Notice in the Settlement Agreement as well as the content of the Claim Form, Class Notice, Post-Card Notice, and Summary Notice of Settlement is hereby approved in all respects. The Court finds that the Plan of Notice and the contents of the Class Notice, Post-Card Notice and Summary Notice of Settlement and the manner of their dissemination described in the Settlement Agreement is the best practicable notice under the circumstances and is reasonably calculated, under the circumstances, to apprise Putative Class Members of the pendency of this action, the terms of the Settlement Agreement, and their right to object to the Settlement Agreement or exclude themselves from the Certified Settlement Class and, therefore,

the Plan of Notice, the Class Notice, Post-Card Notice and Summary Notice of Settlement are approved in all respects. The Court further finds that the Class Notice, Post-Card Notice and Summary Notice of Settlement are reasonable, that they constitute due, adequate, and sufficient notice to all persons entitled to receive notice, and that they meet the requirements of due process.

82. Honorable Michael M. Anello

Shames v. Hertz Corp., (November 5, 2012)

No. 07-cv-02174 (S.D. Cal.):

...the Court is satisfied that the parties and the class administrator made reasonable efforts to reach class members. Class members who did not receive individualized notice still had opportunity for notice by publication, email, or both...The Court is satisfied that the redundancies in the parties' class notice procedure—mailing, e-mailing, and publication—reasonably ensured the widest possible dissemination of the notice...The Court **OVERRULES** all objections to the class settlement...

83. Judge Ann D. Montgomery

In re Uponsor, Inc., F1807 Plumbing Fittings Prod. Liab. Litig., (July 9, 2012)

No. 11-MD-2247 (D. Minn.):

The objections filed by class members are overruled; The notice provided to the class was reasonably calculated under the circumstances to apprise class members of the pendency of this action, the terms of the Settlement Agreement, and their right to object, opt out, and appear at the final fairness hearing:...

84. Judge Ann D. Montgomery

In re Uponsor, Inc., F1807 Plumbing Fittings Prod. Liab. Litig., (June 29, 2012)

No. 11-MD-2247 (D. Minn.):

After the preliminary approval of the Settlement, the parties carried out the notice program, hiring an experienced consulting firm to design and implement the plan. The plan consisted of direct mail notices to known owners and warranty claimants of the RTI F1807 system, direct mail notices to potential holders of subrogation

interests through insurance company mailings, notice publications in leading consumer magazines which target home and property owners, and earned media efforts through national press releases and the Settlement website. The plan was intended to, and did in fact, reach a minimum of 70% of potential class members, on average more than two notices each...The California Objectors also take umbrage with the notice provided the class. Specifically, they argue that the class notice fails to advise class members of the true nature of the aforementioned release. This argument does not float, given that the release is clearly set forth in the Settlement and the published notices satisfy the requirements of Rule 23(c)(2)(B) by providing information regarding: (1) the nature of the action class membership; (2) class claims, issues, and defenses; (3) the ability to enter an appearance through an attorney; (4) the procedure and ability to opt-out or object; (5) the process and instructions to make a claim; (6) the binding effect of the class judgment; and (7) the specifics of the final fairness hearing.

85. Honorable Michael M. Anello

Shames v. Hertz Corp., (May 22, 2012)

No. 07-cv-02174 (S.D. Cal.):

The Court approves, as to form and content, the Notice of Proposed Settlement of Class Action, substantially in the forms of Exhibits A-1 through A-6, as appropriate, (individually or collectively, the “Notice”), and finds that the e-mailing or mailing and distribution of the Notice and publishing of the Notice substantially in the manner and form set forth in ¶ 7 of this Order meet the requirements of Federal Rule of Civil Procedure 23 and due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all Persons entitled thereto.

86. Judge Ann D. Montgomery

In re Uponor, Inc., F1807 Plumbing Fittings Prod. Liab. Litig., (January 18, 2012)

No. 11-MD-2247 (D. Minn.):

The Notice Plan detailed in the Affidavit of Gina M. Intrepido-Bowden provides the best notice practicable under the circumstances and constitutes due and sufficient notice of the Settlement Agreement and the Final Fairness Hearing to the Classes

and all persons entitled to receive such notice as potential members of the Class... The Notice Plan's multi-faceted approach to providing notice to Class Members whose identity is not known to the Settling Parties constitutes 'the best notice that is practicable under the circumstances' consistent with Rule 23(c)(2)(B)...Notice to Class members must clearly and concisely state the nature of the lawsuit and its claims and defenses, the Class certified, the Class member's right to appear through an attorney or opt out of the Class, the time and manner for opting out, and the binding effect of a class judgment on members of the Class. Fed. R. Civ. P. 23(c)(2)(B). Compliance with Rule 23's notice requirements also complies with Due Process requirements. 'The combination of reasonable notice, the opportunity to be heard, and the opportunity to withdraw from the class satisfy due process requirements of the Fifth Amendment.' *Prudential*, 148 F.3d at 306. The proposed notices in the present case meet those requirements.

87. Judge Jeffrey Goering

***Molina v. Intrust Bank, N.A.*, (January 17, 2012)**

No. 10-CV-3686 (Ks. 18th J.D. Ct.):

The Court approved the form and content of the Class Notice, and finds that transmission of the Notice as proposed by the Parties meets the requirements of due process and Kansas law, is the best notice practicable under the circumstances, and constitutes due and sufficient notice to all persons entitled thereto.

88. Judge Charles E. Atwell

***Allen v. UMB Bank, N.A.*, (October 31, 2011)**

No. 1016-CV34791 (Mo. Cir. Ct.):

The form, content, and method of dissemination of Class Notice given to the Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The Notice, as given, provided valid, due, and sufficient notice of the proposed settlement, the terms and conditions set forth in the Settlement Agreement, and these proceedings to all persons entitled to such notice, and said notice fully satisfied the requirements of Rule 52.08 of the Missouri Rules of Civil Procedure and due process.

89. Judge Charles E. Atwell

Allen v. UMB Bank, N.A., (June 27, 2011)

No. 1016-CV34791 (Mo. Cir. Ct.):

The Court approves the form and content of the Class Notice, and finds that transmission of the Notice as proposed by the Parties meets the requirements of due process and Missouri law, is the best notice practicable under the circumstances, and constitutes due and sufficient notice to all persons entitled thereto.

90. Judge Jeremy Fogel

Ko v. Natura Pet Prod., Inc., (June 24, 2011)

No. 09cv2619 (N.D. Cal.):

The Court approves, as to form and content, the Long Form Notice of Pendency and Settlement of Class Action (“Long Form Notice”), and the Summary Notice attached as Exhibits to the Settlement Agreement, and finds that the e-mailing of the Summary Notice, and posting on the dedicated internet website of the Long Form Notice, mailing of the Summary Notice post-card, and newspaper and magazine publication of the Summary Notice substantially in the manner as set forth in this Order meets the requirements of Rule 23 of the Federal Rules of Civil Procedure, and due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled to notice.

91. Judge M. Joseph Tiemann

Billieson v. City of New Orleans, (May 27, 2011)

No. 94-19231 (La. Civ. Dist. Ct.):

The plan to disseminate notice for the Insurance Settlements (the “Insurance Settlements Notice Plan”) which was designed at the request of Class Counsel by experienced Notice Professionals Gina Intrepido-Bowden... IT IS ORDERED as follows: 1. The Insurance Settlements Notice Plan is hereby approved and shall be executed by the Notice Administrator; 2. The Insurance Settlements Notice Documents, substantially in the form included in the Insurance Settlements Notice Plan, are hereby approved.

92. Judge James Robertson

In re Dep't of Veterans Affairs (VA) Data Theft Litig., (February 11, 2009)

MDL No. 1796 (D.D.C.):

The Court approves the proposed method of dissemination of notice set forth in the Notice Plan, Exhibit 1 to the Settlement Agreement. The Notice Plan meets the requirements of due process and is the best notice practicable under the circumstances. This method of Class Action Settlement notice dissemination is hereby approved by the Court.

93. Judge Louis J. Farina

Soders v. Gen. Motors Corp., (December 19, 2008)

No. CI-00-04255 (C.P. Pa.):

The Court has considered the proposed forms of Notice to Class members of the settlement and the plan for disseminating Notice, and finds that the form and manner of notice proposed by the parties and approved herein meet the requirements of due process, are the best notice practicable under the circumstances, and constitute sufficient notice to all persons entitled to notice.

94. Judge Robert W. Gettleman

In re Trans Union Corp., (September 17, 2008)

MDL No. 1350 (N.D. Ill.):

The Court finds that the dissemination of the Class Notice under the terms and in the format provided for in its Preliminary Approval Order constitutes the best notice practicable under the circumstances, is due and sufficient notice for all purposes to all persons entitled to such notice, and fully satisfies the requirements of the Federal Rules of Civil Procedure, the requirements of due process under the Constitution of the United States, and any other applicable law...Accordingly, all objections are hereby OVERRULED.

95. Judge William G. Young

In re TJX Cos. Retail Security Breach Litig., (September 2, 2008)

MDL No. 1838 (D. Mass.):

...as attested in the Affidavit of Gina M. Intrepido...The form, content, and method of dissemination of notice provided to the Settlement Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The Notice, as given, provided valid, due, and sufficient notice of the proposed settlement, the terms and conditions set forth in the Settlement Agreement, and these proceedings to all Persons entitled to such notice, and said Notice fully satisfied the requirements of Fed. R. Civ. P. 23 and due process.

96. Judge David De Alba

Ford Explorer Cases, (May 29, 2008)

JCCP Nos. 4226 & 4270 (Cal. Super. Ct.):

[T]he Court is satisfied that the notice plan, design, implementation, costs, reach, were all reasonable, and has no reservations about the notice to those in this state and those in other states as well, including Texas, Connecticut, and Illinois; that the plan that was approved -- submitted and approved, comports with the fundamentals of due process as described in the case law that was offered by counsel.

III.

SPEAKING ENGAGEMENTS

1. **'Marching to Their Own Drumbeat.' What Lawyers Don't Understand About Notice and Claims Administration**, AMERICAN BAR ASSOCIATION, American Bar Association's (ABA) 23rd Annual National Institute on Class Actions, panelist (October 2019).
2. **Rule 23 Amendments and Digital Notice Ethics, accredited CLE Program**, presenter at Terrell Marshall Law Group PLLC, Seattle, WA (June 2019); Severson & Werson, San Francisco, CA and broadcast to office in Irvine (June 2019); Greenberg Traurig, LLP, Los Angeles, CA (May 2019); Chicago Bar Association, Chicago, IL (January 2019); Sidley Austin LLP, Century City, CA and broadcast to offices in Los Angeles, San Francisco, New York, Chicago, Washington D.C. (January 2019); Burns Charest LLP, Dallas, TX (November 2018); Lockridge Grindal Nauen P.L.L.P., Minneapolis, MN (October 2018); Zimmerman Reed LLP, Minneapolis, MN (October 2018); Gustafson Gluek PLLC, Minneapolis, MN (October 2018).
3. **Ethics in Legal Notification, accredited CLE Program**, presenter at Kessler Topaz Meltzer & Check LLP, Radnor, PA (September 2015); The St. Regis Resort, Deer Valley, UT (March 2014); and Morgan Lewis & Bockius, New York, NY (December 2012).
4. **Pitfalls of Class Action Notice and Settlement Administration, accredited CLE Program**, PRACTISING LAW INSTITUTE (PLI), Class Action Litigation 2013, presenter/panelist (July 2013).
5. **The Fundamentals of Settlement Administration, accredited CLE Program**, presenter at Skadden, Arps, Slate, Meagher & Flom LLP, Chicago, IL (January 2013); Wexler Wallace LLP, Chicago, IL (January 2013); Hinshaw & Culbertson LLP, Chicago, IL (October 2012); and Spector Roseman Kodroff & Willis, P.C., Philadelphia, PA (December 2011).
6. **Class Action Settlement Administration Tips & Pitfalls on the Path to Approval, accredited CLE Program**, presenter at Jenner & Block, Chicago, IL and broadcast to offices in Washington DC, New York and California (October 2012).
7. **Reaching Class Members & Driving Take Rates**, CONSUMER ATTORNEYS OF SAN DIEGO, 4th Annual Class Action Symposium, presenter/panelist (October 2011).

8. **Legal Notice Ethics, accredited CLE Program**, presenter at Heins Mills & Olson, P.L.C., Minneapolis, MN (January 2011); Lockridge Grindal Nauen P.L.L.P., Minneapolis, MN (January 2011); Chestnut Cambronne, Minneapolis, MN (January 2011); Berger & Montague, P.C., Anapol Schwartz, Philadelphia, PA (October 2010); Lundy Law, Philadelphia, PA (October 2010); Dechert LLP, Philadelphia, PA and broadcast to offices in California, New Jersey, New York, North Carolina, Texas, Washington D.C., and London and sent via video to their office in China (October 2010); Miller Law LLC, Chicago, IL (May 2010); Cohen Milstein Sellers & Toll PLLC, New York, NY (May 2010); and Milberg LLP, New York, NY (May 2010).
9. **Class Actions 101: Best Practices and Potential Pitfalls in Providing Class Notice, accredited CLE Program**, presenter, Kansas Bar Association (March 2009).

IV.

ARTICLES

1. Gina M. Intrepido-Bowden, *Time to Allow More Streamlined Class Action Notice Formats - Adapting Short Form Notice Requirements to Accommodate Today's Fast Paced Society*, LAW360 (2021).
2. Todd B. Hilsee, Gina M. Intrepido & Shannon R. Wheatman, *Hurricanes, Mobility and Due Process: The "Desire-to-Inform" Requirement for Effective Class Action Notice Is Highlighted by Katrina*, 80 TULANE LAW REV. 1771 (2006); reprinted in course materials for: CENTER FOR LEGAL EDUCATION INTERNATIONAL, *Class Actions: Prosecuting and Defending Complex Litigation* (2007); AMERICAN BAR ASSOCIATION, *10th Annual National Institute on Class Actions* (2006); NATIONAL BUSINESS INSTITUTE, *Class Action Update: Today's Trends & Strategies for Success* (2006).
3. Gina M. Intrepido, *Notice Experts May Help Resolve CAFA Removal Issues, Notification to Officials*, 6 CLASS ACTION LITIG. REP. 759 (2005).
4. Todd B. Hilsee, Shannon R. Wheatman, & Gina M. Intrepido, *Do You Really Want Me to Know My Rights? The Ethics Behind Due Process in Class Action Notice Is More Than Just Plain Language: A Desire to Actually Inform*, 18 GEORGETOWN JOURNAL LEGAL ETHICS 1359 (2005).



CASE EXPERIENCE

Ms. Intrepido-Bowden has been involved in the design and implementation of hundreds of notice programs throughout her career. A partial listing of her case work is provided below.

| CASE NAME | CASE NUMBER | LOCATION |
|--|---------------------|--------------------|
| <i>A.B. v. Regents of the Univ. of California</i> | 20-cv-09555-RGK-E | C.D. Cal. |
| <i>Abante Rooter & Plumbing, Inc. v. New York Life Ins. Co.</i> | 16-cv-03588 | S.D.N.Y. |
| <i>Advance Trust & Life Escrow Serv. LTA, v. N. Am. Co. for Life and Health Ins.</i> | 18-CV-00368 | S.D. Iowa |
| <i>Advance Trust & Life Escrow Serv., LTA v. ReliaStar Life Ins. Co.</i> | 18-cv-2863-DWF-ECW | D. Minn. |
| <i>Advance Trust & Life Escrow Serv., LTA v. Sec. Life of Denver Ins. Co.</i> | 18-cv-01897-DDD-NYW | D. Colo. |
| <i>Ahmed v. HSBC Bank USA, NA</i> | 15-cv-2057-FMO-SPx | N.D. Ill. |
| <i>Allen v. UMB Bank, N.A.</i> | 1016-CV34791 | Mo. Cir. Ct. |
| <i>Anderson v. Canada (Phase I)</i> | 2008NLTD166 | NL Sup. Ct. |
| <i>Anderson v. Canada (Phase II)</i> | 2007 01T4955CP | NL Sup. Ct. |
| <i>Andrews v. Plains All Am. Pipeline, L.P.</i> | 15-cv-04113-PSG-JEM | C.D. Cal. |
| <i>Angel v. U.S. Tire Recovery</i> | 06-C-855 | W. Va. Cir. Ct. |
| <i>Baiz v. Mountain View Cemetery</i> | 809869-2 | Cal. Super. Ct. |
| <i>Baker v. Jewel Food Stores, Inc. & Dominick's Finer Foods, Inc.</i> | 00-L-9664 | Ill. Cir. Ct. |
| <i>Barba v. Shire U.S., Inc.</i> | 13-cv-21158 | S.D. Fla. |
| <i>Beck-Ellman v. Kaz USA Inc.</i> | 10-cv-2134 | S.D. Cal. |
| <i>Beringer v. Certegy Check Serv., Inc.</i> | 07-cv-1657-T-23TGW | M.D. Fla. |
| <i>Bibb v. Monsanto Co. (Nitro)</i> | 041465 | W. Va. Cir. Ct. |
| <i>Billieson v. City of New Orleans</i> | 94-19231 | La. Civ. Dist. Ct. |
| <i>Bland v. Premier Nutrition Corp.</i> | RG19-002714 | Cal. Super. Ct. |
| <i>Boskie v. Backgroundchecks.com</i> | 2019CP3200824 | S.C. C.P. |
| <i>Brighton Tr. LLC, as Tr. v. Genworth Life & Annuity Ins. Co.</i> | 20-cv-240-DJN | E.D. Va. |

| CASE NAME | CASE NUMBER | LOCATION |
|---|--------------------------|----------------------------|
| <i>Brookshire Bros. v. Chiquita</i> | 05-CIV-21962 | S.D. Fla. |
| <i>Brown v. Am. Tobacco</i> | J.C.C.P. 4042 No. 711400 | Cal. Super. Ct. |
| <i>Bruzek v. Husky Oil Operations Ltd.</i> | 18-cv-00697 | W.D. Wis. |
| <i>Campos v. Calumet Transload R.R., LLC</i> | 13-cv-08376 | N.D. Ill. |
| <i>Cappalli v. BJ's Wholesale Club, Inc.</i> | 10-cv-00407 | D.R.I. |
| <i>Carter v. Monsanto Co. (Nitro)</i> | 00-C-300 | W. Va. Cir. Ct. |
| <i>Chambers v. Whirlpool Corp.</i> | 11-cv-01733 | C.D. Cal. |
| <i>Cobb v. BSH Home Appliances Corp.</i> | 10-cv-00711 | C.D. Cal. |
| <i>Davis v. Am. Home Prods. Corp.</i> | 94-11684 | La. Civ. Dist. Ct., Div. K |
| <i>DC 16 v. Sutter Health</i> | RG15753647 | Cal. Super. Ct. |
| <i>Defrates v. Hollywood Ent. Corp.</i> | 02L707 | Ill. Cir. Ct. |
| <i>de Lacour v. Colgate-Palmolive Co.</i> | 16-cv-8364-KW | S.D.N.Y. |
| <i>Demereckis v. BSH Home Appliances Corp.</i> | 8:10-cv-00711 | C.D. Cal. |
| <i>Demmick v. Cellco P'ship</i> | 06-cv-2163 | D.N.J. |
| <i>Desportes v. Am. Gen. Assurance Co.</i> | SU-04-CV-3637 | Ga. Super. Ct. |
| <i>Dolen v. ABN AMRO Bank N.V.</i> | 01-L-454 & 01-L-493 | Ill. Cir. Ct. |
| <i>Donnelly v. United Tech. Corp.</i> | 06-CV-320045CP | Ont. S.C.J. |
| <i>Eck v. City of Los Angeles</i> | BC577028 | Cal. Super. Ct. |
| <i>Elec. Welfare Trust Fund v. United States</i> | 19-353C | Fed. Cl. |
| <i>Engquist v. City of Los Angeles</i> | BC591331 | Cal. Super. Ct. |
| <i>Ervin v. Movie Gallery Inc.</i> | CV-13007 | Tenn. Ch. Fayette Co. |
| <i>First State Orthopaedics v. Concentra, Inc.</i> | 05-CV-04951-AB | E.D. Pa. |
| <i>Fisher v. Virginia Electric & Power Co.</i> | 02-CV-431 | E.D. Va. |
| <i>Fishon v. Premier Nutrition Corp.</i> | 16-CV-06980-RS | N.D. Cal. |
| <i>Flaum v. Doctor's Assoc., Inc. (d/b/a Subway)</i> | 16-cv-61198 | S.D. Fla. |
| <i>Fond du Lac Bumper Exch. Inc. v. Jui Li Enter. Co. Ltd. (Direct & Indirect Purchasers Classes)</i> | 09-cv-00852 | E.D. Wis. |
| <i>Ford Explorer Cases</i> | JCCP Nos. 4226 & 4270 | Cal. Super. Ct. |
| <i>Friedman v. Microsoft Corp.</i> | 2000-000722 | Ariz. Super. Ct. |
| <i>FTC v. Reckitt Benckiser Grp. PLC</i> | 19CV00028 | W.D. Va. |
| <i>Gardner v. Stimson Lumber Co.</i> | 00-2-17633-3SEA | Wash. Super. Ct. |

| CASE NAME | CASE NUMBER | LOCATION |
|---|----------------------------|-------------------------------------|
| <i>Gifford v. Pets Global, Inc.</i> | 21-cv-02136-CJC-MRW | C.D. Cal. |
| <i>Gordon v. Microsoft Corp.</i> | 00-5994 | D. Minn. |
| <i>Grays Harbor v. Carrier Corp.</i> | 05-05437-RBL | W.D. Wash. |
| <i>Griffin v. Dell Canada Inc.</i> | 07-CV-325223D2 | Ont. Super. Ct. |
| <i>Gunderson v. F.A. Richard & Assoc., Inc.</i> | 2004-2417-D | La. 14 th Jud. Dist. Ct. |
| <i>Gupta v. Aeries Software, Inc.</i> | 20-cv-00995 | C.D. Cal. |
| <i>Gutierrez, Jr. v. Amplify Energy Corp.</i> | 21-cv-01628-DOC-JDE | C.D. Cal. |
| <i>Hanks v. Lincoln Life & Annuity Co. of New York</i> | 16-cv-6399 PKC | S.D.N.Y. |
| <i>Herrera v. Wells Fargo Bank, N.A.</i> | 18-cv-00332-JVS-MRW | C.D. Cal. |
| <i>Hill-Green v. Experian Info. Solutions, Inc.</i> | 19-cv-708-MHL | E.D. Va. |
| <i>Huntzinger v. Suunto Oy</i> | 37-2018-00027159-CU-BT-CTL | Cal. Super. Ct. |
| <i>In re Anthem, Inc. Data Breach Litig.</i> | 15-md-02617 | N.D. Cal. |
| <i>In re Arizona Theranos, Inc. Litig.</i> | 16-cv-2138-DGC | D. Ariz. |
| <i>In re Babcock & Wilcox Co.</i> | 00-10992 | E.D. La. |
| <i>In re Blue Cross Blue Shield Antitrust Litig.</i> | 13-CV-20000-RDP | N.D. Ala. |
| <i>In re Broiler Chicken Antitrust Litig.</i> | 16-cv-08637 | N.D. Ill. |
| <i>In re Countrywide Fin. Corp. Customer Data Sec. Breach</i> | MDL 08-md-1998 | W.D. Ky. |
| <i>In re Farm-raised Salmon and Salmon Prod. Antitrust Litig.</i> | 19-cv-21551-CMA | S.D. Fla. |
| <i>In re General Motors LLC Ignition Switch Litig. (economic settlement)</i> | 2543 (MDL) | S.D.N.Y. |
| <i>In re High Sulfur Content Gasoline Prod. Liab.</i> | MDL No. 1632 | E.D. La. |
| <i>In re Home Depot, Inc., Customer Data Sec. Breach Litig.</i> | 14-md-02583 | N.D. Ga. |
| <i>In re Hypodermic Prod. Antitrust Litig.</i> | 05-cv-01602 | D.N.J. |
| <i>In re Keurig Green Mountain Single-Serve Coffee Antitrust Litig. (Indirect-Purchasers)</i> | 14-md-02542 | S.D.N.Y. |
| <i>In re Lidoderm Antitrust Litig.</i> | 14-md-02521 | N.D. Cal. |
| <i>In re Lupron Mktg. & Sales Practices</i> | MDL No.1430 | D. Mass. |
| <i>In re Mercedes-Benz Emissions Litig.</i> | 16-cv-881 (KM) (ESK) | D.N.J. |
| <i>In re Monitronics Int'l, Inc., TCPA Litig.</i> | 11-cv-00090 | N.D. W.Va. |

| CASE NAME | CASE NUMBER | LOCATION |
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| <i>In re Packaged Seafood Prods. Antitrust Litig. (DPP and EPP Class)</i> | 15-md-02670 | S.D. Cal. |
| <i>In re Parmalat Sec.</i> | 04-md-01653 (LAK) | S.D.N.Y. |
| <i>In re Residential Schools Litig.</i> | 00-CV-192059 CPA | Ont. Super. Ct. |
| <i>In re Resistors Antitrust Litig.</i> | 15-cv-03820-JD | N.D. Cal. |
| <i>In re Royal Ahold Sec. & "ERISA"</i> | 03-md-01539 | D. Md. |
| <i>In re Rust-Oleum Restore Mktg. Sales Practices & Prod. Liab. Litig.</i> | 15-cv01364 | N.D. Ill. |
| <i>In re Sears, Roebuck & Co. Front-Loading Washer Prod. Liab. Litig.</i> | 06-cv-07023 | N.D. Ill. |
| <i>In re Serzone Prod. Liab.</i> | 02-md-1477 | S.D. W. Va. |
| <i>In re Skelaxin (Metaxalone) Antitrust Litig.</i> | 12-cv-194 | E.D. Ten. |
| <i>In re Solodyn (Minocycline Hydrochloride) Antitrust Litig. (Direct Purchaser Class)</i> | 14-md-2503 | D. Mass. |
| <i>In re: Subaru Battery Drain Prods. Liab. Litig.</i> | 20-cv-03095-JHR-MJS | D.N.J. |
| <i>In re TJX Cos. Retail Sec. Breach Litig.</i> | MDL No. 1838 | D. Mass. |
| <i>In re Trans Union Corp. Privacy Litig.</i> | MDL No. 1350 | N.D. Ill. |
| <i>In re TransUnion Rental Screening Sol. Inc. FCRA Litig.</i> | 20-md-02933-JPB | N.D. Ga. |
| <i>In re Uponor, Inc., F1807 Prod. Liab. Litig.</i> | 2247 | D. Minn. |
| <i>In re U.S. Dep't of Veterans Affairs Data Theft Litig.</i> | MDL 1796 | D.D.C. |
| <i>In re Volkswagen "Clean Diesel" Mktg., Sales Practice and Prods. Liab. Litig.</i> | MDL 2672 CRB | N.D. Cal. |
| <i>In re Zurn Pex Plumbing Prod. Liab. Litig.</i> | MDL 08-1958 | D. Minn. |
| <i>In the Matter of GTV Media Grp. Inc.</i> | 3-20537 | SEC |
| <i>James v. PacifiCorp.</i> | 20cv33885 | Or. Cir. Ct. |
| <i>Johnson v. Yahoo! Inc.</i> | 14-cv02028 | N.D. Ill. |
| <i>Kearney v. Equilon Enter. LLC</i> | 14-cv-00254 | D. Ore. |
| <i>Ko v. Natura Pet Prod., Inc.</i> | 09cv02619 | N.D. Cal. |
| <i>Langan v. Johnson & Johnson Consumer Co.</i> | 13-cv-01471 | D. Conn. |
| <i>Lavinsky v. City of Los Angeles</i> | BC542245 | Cal. Super. Ct. |
| <i>Lee v. Stonebridge Life Ins. Co.</i> | 11-cv-00043 | N.D. Cal. |
| <i>Leonard v. John Hancock Life Ins. Co. of NY</i> | 18-CV-04994 | S.D.N.Y. |

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| <i>In re Uponor, Inc., F1807 Prod. Liab. Litig.</i> | 2247 | D. Minn. |
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| <i>In re Zurn Pex Plumbing Prod. Liab. Litig.</i> | MDL 08-1958 | D. Minn. |
| <i>In the Matter of GTV Media Grp. Inc.</i> | 3-20537 | SEC |
| <i>Johnson v. Yahoo! Inc.</i> | 14-cv02028 | N.D. Ill. |
| <i>Kearney v. Equilon Enter. LLC</i> | 14-cv-00254 | D. Ore. |
| <i>Ko v. Natura Pet Prod., Inc.</i> | 09cv02619 | N.D. Cal. |
| <i>Langan v. Johnson & Johnson Consumer Co.</i> | 13-cv-01471 | D. Conn. |
| <i>Lavinsky v. City of Los Angeles</i> | BC542245 | Cal. Super. Ct. |
| <i>Lee v. Stonebridge Life Ins. Co.</i> | 11-cv-00043 | N.D. Cal. |
| <i>Leonard v. John Hancock Life Ins. Co. of NY</i> | 18-CV-04994 | S.D.N.Y. |
| <i>Lerma v. Schiff Nutrition Int'l, Inc.</i> | 11-cv-01056 | S.D. Cal. |
| <i>Levy v. Dolgencorp, LLC</i> | 20-cv-01037-TJC-MCR | M.D. Fla. |
| <i>Lockwood v. Certegy Check Serv., Inc.</i> | 07-CV-587-FtM-29-DNF | M.D. Fla. |
| <i>Luster v. Wells Fargo Dealer Serv., Inc.</i> | 15-cv-01058 | N.D. Ga. |
| <i>Malone v. Western Digital Corp.</i> | 20-cv-03584-NC | N.D. Cal. |
| <i>Markson v. CRST Int'l, Inc.</i> | 17-cv-01261-SB (SPx) | C.D. Cal. |
| <i>Martinelli v. Johnson & Johnson</i> | 15-cv-01733-MCE-DB | E.D. Cal. |
| <i>McCall v. Hercules Corp.</i> | 66810/2021 | N.Y. Super. Ct. |
| <i>McCrary v. Elations Co., LLC</i> | 13-cv-00242 | C.D. Cal. |
| <i>Microsoft I-V Cases</i> | J.C.C.P. No. 4106 | Cal. Super. Ct. |
| <i>Molina v. Intrust Bank, N.A.</i> | 10-cv-3686 | Ks. 18 th Jud. Dist. Ct. |
| <i>Morrow v. Conoco Inc.</i> | 2002-3860 | La. Dist. Ct. |
| <i>Mullins v. Direct Digital LLC.</i> | 13-cv-01829 | N.D. Ill. |
| <i>Myers v. Rite Aid of PA, Inc.</i> | 01-2771 | Pa. C.P. |
| <i>Naef v. Masonite Corp.</i> | CV-94-4033 | Ala. Cir. Ct. |
| <i>Nature Guard Cement Roofing Shingles Cases</i> | J.C.C.P. No. 4215 | Cal. Super. Ct. |
| <i>Nichols v. SmithKline Beecham Corp.</i> | 00-6222 | E.D. Pa. |
| <i>Nishimura v Gentry Homes, LTD.</i> | 11-11-1-1522-07-RAN | Haw. Cir. Ct. |
| <i>Novoa v. The GEO Grp., Inc.</i> | 17-cv-02514-JGB-SHK | C.D. Cal. |
| <i>Nwauzor v. GEO Grp., Inc.</i> | 17-cv-05769 | W.D. Wash. |

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| <i>Lerma v. Schiff Nutrition Int'l, Inc.</i> | 11-cv-01056 | S.D. Cal. |
| <i>Levy v. Dolgencorp, LLC</i> | 20-cv-01037-TJC-MCR | M.D. Fla. |
| <i>Lockwood v. Certegy Check Serv., Inc.</i> | 07-CV-587-FtM-29-DNF | M.D. Fla. |
| <i>LSIMC, LLC v. Am. Gen. Life Ins. Co.</i> | 20-cv-11518 | C.D. Cal. |
| <i>Luster v. Wells Fargo Dealer Serv., Inc.</i> | 15-cv-01058 | N.D. Ga. |
| <i>Malone v. Western Digital Corp.</i> | 20-cv-03584-NC | N.D. Cal. |
| <i>Markson v. CRST Int'l, Inc.</i> | 17-cv-01261-SB (SPx) | C.D. Cal. |
| <i>Martinelli v. Johnson & Johnson</i> | 15-cv-01733-MCE-DB | E.D. Cal. |
| <i>McCall v. Hercules Corp.</i> | 66810/2021 | N.Y. Super. Ct. |
| <i>McCrary v. Elations Co., LLC</i> | 13-cv-00242 | C.D. Cal. |
| <i>Microsoft I-V Cases</i> | J.C.C.P. No. 4106 | Cal. Super. Ct. |
| <i>Molina v. Intrust Bank, N.A.</i> | 10-cv-3686 | Ks. 18 th Jud. Dist. Ct. |
| <i>Morrow v. Conoco Inc.</i> | 2002-3860 | La. Dist. Ct. |
| <i>Mullins v. Direct Digital LLC.</i> | 13-cv-01829 | N.D. Ill. |
| <i>Myers v. Rite Aid of PA, Inc.</i> | 01-2771 | Pa. C.P. |
| <i>Naef v. Masonite Corp.</i> | CV-94-4033 | Ala. Cir. Ct. |
| <i>Nature Guard Cement Roofing Shingles Cases</i> | J.C.C.P. No. 4215 | Cal. Super. Ct. |
| <i>Nichols v. SmithKline Beecham Corp.</i> | 00-6222 | E.D. Pa. |
| <i>Nishimura v Gentry Homes, LTD.</i> | 11-11-1-1522-07-RAN | Haw. Cir. Ct. |
| <i>Novoa v. The GEO Grp., Inc.</i> | 17-cv-02514-JGB-SHK | C.D. Cal. |
| <i>Nwauzor v. GEO Grp., Inc.</i> | 17-cv-05769 | W.D. Wash. |
| <i>Palace v. DaimlerChrysler</i> | 01-CH-13168 | Ill. Cir. Ct. |
| <i>Peek v. Microsoft Corp.</i> | CV-2006-2612 | Ark. Cir. Ct. |
| <i>Plubell v. Merck & Co., Inc.</i> | 04CV235817-01 | Mo. Cir. Ct. |
| <i>Podawiltz v. Swisher Int'l, Inc.</i> | 16CV27621 | Or. Cir. Ct. |
| <i>Poertner v. Gillette Co.</i> | 12-cv-00803 | M.D. Fla. |
| <i>Prather v. Wells Fargo Bank, N.A.</i> | 15-cv-04231 | N.D. Ga. |
| <i>Q+ Food, LLC v. Mitsubishi Fuso Truck of Am., Inc.</i> | 14-cv-06046 | D.N.J. |
| <i>Richison v. Am. Cemwood Corp.</i> | 005532 | Cal. Super. Ct. |
| <i>Rick Nelson Co. v. Sony Music Ent.</i> | 18-cv-08791 | S.D.N.Y. |
| <i>Roberts v. Electrolux Home Prod., Inc.</i> | 12-cv-01644 | C.D. Cal. |

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| <i>Russell v. Kohl's Dep't Stores, Inc.</i> | 15-cv-01143 | C.D. Cal. |
| <i>Sandoval v. Merlex Stucco Inc.</i> | BC619322 | Cal. Super. Ct. |
| <i>Scott v. Blockbuster, Inc.</i> | D 162-535 | 136 th Tex. Jud. Dist. |
| <i>Senne v Office of the Comm'r of Baseball</i> | 14-cv-00608-JCS | N.D. Cal. |
| <i>Shames v. Hertz Corp.</i> | 07cv2174-MMA | S.D. Cal. |
| <i>Sidibe v. Sutter Health</i> | 12-cv-4854-LB | N.D. Cal. |
| <i>Staats v. City of Palo Alto</i> | 2015-1-CV-284956 | Cal. Super. Ct. |
| <i>Soders v. Gen. Motors Corp.</i> | CI-00-04255 | Pa. C.P. |
| <i>Sonner v. Schwabe North America, Inc.</i> | 15-cv-01358 VAP (SPx) | C.D. Cal. |
| <i>Stroud v. eMachines, Inc.</i> | CJ-2003-968-L | W.D. Okla. |
| <i>Swetz v. GSK Consumer Health, Inc.</i> | 20-cv-04731 | S.D.N.Y. |
| <i>Talalai v. Cooper Tire & Rubber Co.</i> | MID-L-8839-00 MT | N.J. Super. Ct. |
| <i>Tech. Training Assoc. v. Buccaneers Ltd. P'ship</i> | 16-cv-01622 | M.D. Fla. |
| <i>Thibodeaux v. Conoco Philips Co.</i> | 2003-481 | La. 4 th Jud. Dist. Ct. |
| <i>Thomas v. Lennox Indus. Inc.</i> | 13-cv-07747 | N.D. Ill. |
| <i>Thompson v. Metropolitan Life Ins. Co.</i> | 00-CIV-5071 HB | S.D. N.Y. |
| <i>Turner v. Murphy Oil USA, Inc.</i> | 05-CV-04206-EEF-JCW | E.D. La. |
| <i>USC Student Health Ctr. Settlement</i> | 18-cv-04258-SVW | C.D. Cal. |
| <i>Walker v. Rite Aid of PA, Inc.</i> | 99-6210 | Pa. C.P. |
| <i>Wells v. Abbott Lab., Inc. (AdvantEdge/ Myoplex nutrition bars)</i> | BC389753 | Cal. Super. Ct. |
| <i>Wener v. United Tech. Corp.</i> | 500-06-000425-088 | QC. Super. Ct. |
| <i>West v. G&H Seed Co.</i> | 99-C-4984-A | La. 27 th Jud. Dist. Ct. |
| <i>Williams v. Weyerhaeuser Co.</i> | CV-995787 | Cal. Super. Ct. |
| <i>Yamagata v. Reckitt Benckiser, LLC</i> | 17-cv-03529-CV | N.D.Cal. |
| <i>Zarebski v. Hartford Ins. Co. of the Midwest</i> | CV-2006-409-3 | Ark. Cir. Ct. |

SUBARU/DENSO FUEL PUMP SETTLEMENT

Declaration of Initial Dealer Repair Request

Your Full Name and Address:

Settlement Class Vehicle Information:

Year: _____

Model: _____

Vehicle Identification Number (VIN) _____

Date of Repair for Which Reimbursement is Requested: _____

Name and Address of Entity that Performed Repair: _____

I hereby state the following, under penalty of perjury:

1. I submit this Declaration, together with the required Supporting Documentation, in support of my claim for reimbursement of out-of-pocket expenses I incurred for the repair or replacement of the Low Pressure Fuel Pump in my Settlement Class Vehicle, which expenses were incurred after **INITIAL NOTICE DATE**.

2. I first attempted to have the repair referenced in my Claim Form performed on my Settlement Class Vehicle by an authorized Subaru Dealer, _____ [Specify Dealer Name] on _____ [Specify Date]. However, the Subaru Dealer declined to perform the repair free of charge.

3. I have attempted in good faith to obtain copies of documentation from the Subaru Dealer confirming that they declined to perform the repair free of charge; however, despite my attempt, I was not able to obtain the documentation. The following is a description of the good faith effort(s) I made to obtain the documentation, including the name(s) of the person(s) with whom I communicated, the date(s) and manner in which I contacted him/her/them, and what I was told regarding the unavailability of, or inability to obtain, copies of the records:

All of the information stated in this Declaration is true and correct to the best of my knowledge and belief, and this document is signed under penalty of perjury.

Signature of Primary Owner/Lessee

Date:

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Signature of Secondary Owner/Lessee (if applicable)

Date:

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