

# EXHIBIT A

## **CLASS SETTLEMENT AGREEMENT**

This Class Settlement Agreement (the “Settlement Agreement” or the “Agreement”) is made and entered into by and between (i) Plaintiffs James Sampson, Janet Bauer, Lisa Harding, Barbara Miller, Shirley Reinhard, Celeste Sandoval, Xavier Sandoval, Danielle Lovelady Ryan, and Elizabeth Wheatley (collectively, “Plaintiffs”), individually and as representatives of the Settlement Class defined below, and (ii) Subaru of America, Inc. (“SOA” or “Defendant”) (all collectively referred to as the “Parties”).

### **RECITALS**

WHEREAS, on April 27, 2021, Plaintiffs filed a putative class action, entitled *Laura and James Sampson, et al. v. Subaru of America, Inc., et al.*, Civil Action No. 1:21-cv-10284-RMB-KMW, United States District Court for the District of New Jersey (the “Action”), asserting various claims alleging, *inter alia*, defects or deficiencies in the putative class vehicles’ Pre-Collision Braking, Rear Automatic Braking, and Lane Keep Assist features of the EyeSight systems;

WHEREAS, Plaintiffs filed a First Amended Complaint on August 16, 2021, and after meeting and conferring, the Parties stipulated on November 12, 2021 to the dismissal of certain of Plaintiffs’ claims with prejudice, and to Plaintiffs’ filing of a Second Amended Complaint;

WHEREAS, Plaintiffs filed a Second Amended Complaint on November 29, 2021, and SOA filed an Answer to the Second Amended Complaint on February 4, 2022;

WHEREAS, Plaintiffs filed a Third Amended Complaint on July 1, 2022, and SOA filed its Answer on July 14, 2022, and the Parties thereafter conducted certain discovery;

WHEREAS, on August 25, 2022 and January 31, 2023, certain former Plaintiffs were voluntarily dismissed from the Action, and on November 15, 2023, the Court granted Plaintiffs’ motion to substitute Plaintiff Janet Bauer as the personal representative of deceased former Plaintiff John Armour;

WHEREAS, the Defendant denies the Plaintiffs' allegations and claims with respect to both liability and damages, and maintains, *inter alia*, that the putative class vehicles and their systems, components and features at issue are not defective, were properly designed, tested, manufactured, distributed, marketed, advertised, warranted and sold, that no applicable warranties (express or implied) were breached, that no common law duties or applicable statutes, laws, rules or regulations were violated, that various defenses to the allegations and claims exist, and that the Action is not suitable for class treatment in a non-settlement context if they proceeded through litigation and trial;

WHEREAS, the Parties, after investigation and careful analysis of their respective claims and defenses, and with full understanding of the potential risks, benefits, expense and uncertainty of continued litigation, desire to compromise and settle all issues and claims that were asserted or could have been asserted in the Action by or on behalf of Plaintiffs and members of the Settlement Class including all Released Claims against the Released Parties;

WHEREAS, the Parties agree that neither this Settlement Agreement and exhibits, the underlying Settlement itself, nor its negotiations, documents or any filings or submissions relating thereto, shall constitute, be evidence of, be considered or construed as, and/or be admissible in any judicial or non-judicial proceeding as: (i) any admission of liability, damages, fault, or wrongdoing on the part of Defendant or any Released Party and/or (ii) the existence or validity of any fact, allegation and/or claim that was or could have been asserted in the Action, all of which are expressly denied by Defendant.

WHEREAS, this Settlement Agreement is the result of vigorous and extensive arm's length negotiations of highly disputed claims by experienced class action counsel, with adequate knowledge of the facts, issues, and the strengths and weaknesses of the Parties' respective claims,

defenses, and positions, and with the assistance of an experienced neutral Mediator from JAMS;  
and

WHEREAS, the Settlement is fair, reasonable, and adequate; in all respects satisfies the requirements of Fed. R. Civ. P. 23; and is in the best interests of the Settlement Class;

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth below, the Parties hereby agree as follows:

**I. DEFINITIONS**

**A. “Action”**

“Action” refers to *James Sampson, et al. v. Subaru of America, Inc., et al.*, Civil Action No. 1:21-cv-10284-ESK-SAK (D.N.J.).

**B. “Agreement,” “Settlement,” or “Settlement Agreement”**

“Agreement,” “Settlement,” or “Settlement Agreement” means this Settlement Agreement including all terms, provisions and conditions embodied herein and all attached Exhibits (which are an integral part of, and incorporated by reference in, this Settlement Agreement).

**C. “Claim Administrator” or “Settlement Administrator”**

The “Claim Administrator” or “Settlement Administrator” shall mean JND Legal Administration.

**D. “Claim” or “Claim for Reimbursement”**

“Claim” or “Claim for Reimbursement” means the timely and proper mailing or submission online, to the Claim Administrator, of the required fully completed, signed and dated Claim Form, together with all required Proof of Repair Expense documents (as defined in Section I.S. of this Settlement Agreement), in which a Settlement Class Member seeks to claim a reimbursement for 75% of certain past paid and unreimbursed out-of-pocket expenses for one (1) Covered Repair that occurred prior to the Notice Date and within 48 months or and 48,000 miles

(whichever occurred first) from the Settlement Class Vehicle's In-Service Date, pursuant to the terms, requirements, conditions and limitations set forth in Section II.B. of this Settlement Agreement.

**E. "Claim Form"**

"Claim Form" means the form that must be fully completed, dated, signed under penalty of perjury, and timely mailed to the Claim Administrator or timely submitted through the Settlement Website, together with all required Proof of Repair Expense and any other required documentation, in order to make a Claim for Reimbursement under the terms of this Settlement Agreement, which Claim Form will be substantially in the form attached hereto as Exhibit 1.

**F. "Claim Period"**

"Claim Period" means the period of time within which a Claim for Reimbursement under this Settlement must be mailed (postmarked) to the Claim Administrator, which period shall expire sixty (60) days after the Notice Date.

**G. "Class Counsel" or "Plaintiffs' Counsel"**

"Class Counsel" or "Plaintiffs' Counsel" shall mean Berger Montague, PC, Capstone Law APC, and Barrack, Rodos & Bacine.

**H. "Class Notice"**

"Class Notice" means the post-card class notice which will be mailed, and the long form class notice which will be made available on the settlement website, both of which will be substantially in the forms attached hereto as Exhibits 2 and 3, respectively.

**I. "Class Notice Plan" or "Notice Plan"**

"Class Notice Plan" or "Notice Plan" means the plan for disseminating the Class Notice to the Settlement Class as set forth in Section IV. of this Settlement Agreement, and includes any further notice provisions that may be agreed upon by the Parties.

**J. “Court”**

“Court” means the United States District Court for the District of New Jersey, located at the Mitchell H. Cohen Building & U.S. Courthouse, 4th & Cooper Streets, Camden, NJ 08101.

**K. “Covered Repair”**

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

**L. “Defense Counsel”**

“Defense Counsel” means Michael B. Gallub, Esq. and Homer B. Ramsey, Esq. of Shook, Hardy & Bacon L.L.P.

**M. “Effective Date”**

“Effective Date” means the third business day after: (1) the Court enters a Final Order and Judgment approving the Settlement Agreement, substantially in the form agreed upon by counsel for the Parties, and (2) all appellate rights with respect to said Final Order and Judgment, other than those related solely to any award of attorneys’ fees, costs or service/incentive payments, have expired or been completely exhausted in such a manner as to affirm such Final Order and Judgment.

**N. “Fee and Expense Application”**

“Fee and Expense Application” means Class Counsel’s application for an award of reasonable attorneys’ fees, costs, and expenses (“Class Counsel Fees and Expenses”), and for Class Representative service awards.

**O. “Final Fairness Hearing”**

“Final Fairness Hearing” means the hearing at or after which the Court will determine whether to grant final approval of the Settlement as fair, reasonable, and adequate under Fed. R. Civ. P. 23(e).

**P. “Final Order and Judgment”**

“Final Order and Judgment” means the Final Order and Judgment granting final approval of this Settlement Agreement and dismissing the Action with prejudice, the form of which will be agreed by the Parties and submitted to the Court prior to the Final Fairness Hearing.

**Q. “In-Service Date”**

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

**R. “Notice Date”**

“Notice Date” means the Court-ordered date by which the Claim Administrator shall mail the Class Notice of this Settlement to the Settlement Class. The Notice Date shall be a date that is up to one-hundred-twenty (120) days after the Court enters a Preliminary Approval Order, substantially in the form attached hereto as Exhibit 4.

**S. “Proof of Repair Expense”**

“Proof of Repair Expense” shall mean all of the following: (1) an original or legible copy of a repair invoice or record for, and demonstrating, a Covered Repair as defined in Section I.K., and entitlement to reimbursement under the terms and conditions, of this Settlement Agreement, which invoice and/or record shall contain the claimant’s name, the make, model and vehicle identification number (“VIN”) of the Settlement Class Vehicle, the name and address of the authorized Subaru retailer or other service center or facility that performed the Covered Repair, the date of the Covered Repair, the Settlement Class Vehicle’s mileage at the time of the Covered Repair, a description of the repair work performed including the parts repaired/replaced and a breakdown of parts and labor costs, and the amount charged (parts and labor), for the Covered Repair; (2) records, receipts and/or invoices demonstrating that the Settlement Class Member paid for the Covered Repair; and (3) in the event the claimant is not the person or entity identified on the Class Notice mailing, proof of the claimant’s ownership or lease of the Settlement Class Vehicle at the time of the Covered Repair.

**T. “Released Claims” or “Settled Claims”**

“Released Claims” or “Settled Claims” means any and all claims, causes of action, demands, debts, suits, liabilities, obligations, damages, entitlements, losses, actions, rights of action, costs, expenses, and remedies of any kind, nature and description, whether known or unknown, asserted or unasserted, foreseen or unforeseen, and regardless of any legal or equitable theory, existing now or arising in the future, by Plaintiffs and any and all Settlement Class Members (including their successors, heirs, assigns and representatives) which, in any way, allege, arise from, or relate to any actual, potential, or claimed failure or malfunction of a Settlement Class Vehicle’s Pre-Collision Braking, Rear Automatic Braking, and/or Lane Keep Assist feature(s) of the EyeSight system, and any component parts thereof, any consequences, damage or loss relating



thereto, and any technical service bulletins, tech tips, and campaigns and notices that may address or relate to same, including but not limited to all matters that were asserted or could have been asserted in the Action, and all claims, causes of action, demands, debts, suits, liabilities, obligations, damages, entitlements, losses, actions, rights of action and remedies of any kind, nature and description, arising under any state, federal or local statute, law, rule and/or regulation including any consumer protection, consumer fraud, unfair or deceptive business or trade practices, false or misleading advertising, and/or other sales, marketing, advertising and/or consumer statutes, laws, rules and/or regulations, under any common law cause of action or theory, and under any legal or equitable causes of action or theories whatsoever, and on any basis whatsoever including contract, products liability, express warranty, implied warranty, negligence, fraud, misrepresentation, concealment, false or misleading advertising or marketing, unfair, deceptive and/or inequitable business practice, consumer protection, express or implied covenants, restitution, quasi-contract, unjust enrichment, injunctive relief of any kind and nature, including but not limited to the California Song-Beverly Consumer Warranty Act, California Consumer Legal Remedies Act, Florida Deceptive and Unfair Trade Practices Act, Illinois Consumer Fraud and Deceptive Business Practices Act, New Hampshire Consumer Protection Act, New York General Business Law § 349, New York General Business Law § 350, North Carolina Unfair and Deceptive Trade Practices Act, Pennsylvania Unfair Trade Practices and Consumer Protection Law, Uniform Commercial Code and any and all other or similar federal, state or local statutes, laws, rules or derivations thereof, any state Lemon Laws, secret warranty, and/or any other theory of liability and/or recovery whatsoever, whether in law or in equity, and for any and all injuries, losses, damages, remedies (legal or equitable), costs, recoveries or entitlements of any kind, nature and description, under statutory and/or common law, and including, but not limited to,

compensatory damages, economic losses or damages, exemplary damages, punitive damages, statutory damages, statutory penalties or rights, restitution, unjust enrichment, injunctive relief, costs, expenses and/or counsel fees, and any other legal or equitable relief or theory of relief. This Settlement Agreement expressly exempts from the Released Claims all claims for personal injuries and property damage (other than for damage to the Settlement Class Vehicle itself).

**U. “Released Parties”**

“Released Parties” means any Subaru entity, including, but not limited to, Subaru of America, Inc., Subaru Corporation, Subaru USA Holdings, Inc., Subaru of Indiana Automotive, Inc., North American Subaru, Inc., and each of their designers, manufacturers, assemblers, distributors, importers, retailers, marketers, advertisers, testers, inspectors, sellers, suppliers, component suppliers, lessors, warrantors, dealers, repairers and servicers of the Settlement Class Vehicles and each of their component parts and systems, all of their past and present directors, officers, shareholders, principals, partners, employees, agents, servants, assigns and representatives, and all of the aforementioned persons’ and entities’ attorneys, insurers, trustees, vendors, contractors, heirs, executors, administrators, successors, successor companies, subsidiary companies, parents, affiliates, divisions, trustees and representatives.

**V. “Settlement Class” or “Settlement Class Members”**

“Settlement Class” or “Settlement Class Members” means: “All persons and entities who purchased or leased a Settlement Class Vehicle, as defined in Section I.X. of this Agreement, in the continental United States of America.”

Excluded from the Settlement Class are: (a) all Judges who have presided over the Action and their spouses; (b) all current employees, officers, directors, agents and representatives of Defendant, and their family members; (c) any affiliate, parent or subsidiary of Defendant and any entity in which Defendant has a controlling interest; (d) anyone acting as a used car dealer; (e)

anyone who purchased a Settlement Class Vehicle for the purpose of commercial resale; (f) anyone who purchased a Settlement Class Vehicle with salvaged title and/or any insurance company that acquired a Settlement Class Vehicle as a result of a total loss; (g) any insurer of a Settlement Class Vehicle; (h) issuers of extended vehicle warranties and service contracts; (i) any Settlement Class Member who, prior to the date of this Agreement, settled with and released Defendant or any Released Parties from any Released Claims, and (j) any Settlement Class Member who files a timely and proper Request for Exclusion from the Settlement Class that is accepted by the Court.

**W. “Settlement Class Representatives”**

“Settlement Class Representatives” mean named Plaintiffs James Sampson, Janet Bauer, Lisa Harding, Barbara Miller, Shirley Reinhard, Celeste Sandoval, Xavier Sandoval, Danielle Lovelady Ryan, and Elizabeth Wheatley.

**X. “Settlement Class Vehicles”**

“Settlement Class Vehicles” means certain of the following model year 2013 through 2024 Subaru vehicles, distributed by SOA in the continental United States, that are (i) equipped with Pre-Collision Braking, Rear Automatic Braking, and/or Lane Keep Assist features of EyeSight, and (ii) specifically identified by vehicle identification number (“VIN”) on a VIN List that is annexed as Exhibit 5 to this Agreement: certain model year 2013-2022 Subaru Legacy vehicles; model year 2013-2022 Subaru Outback vehicles; model year 2015-2023 Subaru Impreza vehicles; model year 2015-2023 Subaru Crosstrek vehicles; model year 2014-2021 Subaru Forester vehicles; model year 2019-2022 Subaru Ascent vehicles; model year 2016-2021 Subaru WRX vehicles; and model year 2022-2024 Subaru BRZ vehicles.

**II. SETTLEMENT CONSIDERATION**

In consideration for the full and complete Release of all Released Claims against the Defendant and all Released Parties, and the dismissal of the Action with prejudice, SOA agrees to provide the following consideration to the Settlement Class:

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

Effective on the Notice Date, SOA will extend its New Vehicle Limited Warranties (“NVLWs”) applicable to the Settlement Class Vehicles to cover seventy-five percent (75%) of the cost of a Covered Repair, by an authorized Subaru retailer during a period of up to forty-eight (48) months or forty-eight thousand (48,000) miles (whichever occurs first) from the Settlement Class Vehicle’s In-Service Date.

If a particular Settlement Class Vehicle’s Warranty Extension time period has already expired as of the Notice Date, then for that Settlement Class Vehicle, the time limitation of the Warranty Extension shall be extended until four (4) months from the Notice Date, subject to the other conditions set forth above.

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

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

**B. Reimbursement of Certain Past Paid Out-of-Pocket Expenses For A Covered Repair (For Current and Prior Owners and Lessees of Settlement Class Vehicles)**

1. **Reimbursement:** If a Settlement Class Member paid (and was not otherwise reimbursed) for the cost of a Covered Repair prior to the Notice Date and within forty-eight (48) months or forty-eight thousand (48,000) miles (whichever occurred first) from the Settlement Class Vehicle's In-Service Date, then he/she/it may submit a Claim (a fully completed, signed and dated Claim Form together with all required Proof of Repair Expense and other documentation) to receive a reimbursement of seventy-five percent (75%) of the paid invoice amount (parts and labor) of one (1) such Covered Repair.

Reimbursement under this Section is subject to the Limitations, Conditions and Claim requirements set forth in Sections II.B.2 and II.B.3 below.

**2. Limitations and Other Conditions:**

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

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

c. A past paid Covered Repair shall not be eligible for, and shall be excluded from, reimbursement if documentation reflects that the Covered Repair or its underlying need resulted from an accident or crash, misuse, abuse, modification, movement, displacement of and/or damage

to the Eyesight system components (identified in the “Covered Repair” definition), weather and/or environmental conditions, and/or from any outside source or factor.

d. If the Covered Repair was performed during the Settlement Class Vehicle’s original NVLW period, but not by an authorized Subaru retailer, then the Settlement Class Member must also submit, together with the other proof and submission requirements, documentation (such as a written estimate or invoice), or if documents are not available after a good-faith effort to obtain them, a Declaration signed under penalty of perjury confirming that the Settlement Class Member first attempted to have the Covered Repair performed by an authorized Subaru retailer, but the retailer declined or was unable to perform the repair free of charge pursuant to the NVLW.

**3. Requirements for a Valid and Timely Claim for Reimbursement:**

a. In order to submit a valid and timely Claim for Reimbursement pursuant to Section II.B. of this Agreement, the Settlement Class Member must mail to the Settlement Claim Administrator, post-marked within the Claim Period (no later than 60-days after the Notice Date), or submit to the Settlement Claim Administrator online through the Settlement Website (no later than 60-days after the Notice Date), a fully completed, signed and dated Claim Form, together with the required Proof of Repair Expense and any other required proof set forth in this Agreement.

b. If the claimant is not a person to whom the Claim Form was addressed, and/or the vehicle with respect to which a Claim is made is not the vehicle identified by VIN on the mailed Claim Form, the Claim must contain proof that the claimant is a Settlement Class Member and that the vehicle that is the subject of the Claim is a Settlement Class Vehicle.

c. The Claim Form and supporting documentation must demonstrate the Settlement Class Member’s right to reimbursement, for the amount requested, under the terms and conditions of this Settlement Agreement.

### **III. CLAIMS ADMINISTRATION**

#### **A. Costs of Administration and Notice**

As between the Parties, SOA shall be responsible for the Claim Administrator's reasonable costs of class notice and claim administration. The Parties retain the right to audit and review the Claims handling by the Claim Administrator, and the Claim Administrator shall report to both parties jointly.

#### **B. Claim Administration**

1. Only timely Claims that are complete and which satisfy the Settlement criteria for reimbursement can be approved for payment. For each approved reimbursement claim, the Claim Administrator, on behalf of SOA, shall mail to the Settlement Class Member, at the address listed on the Claim Form, a reimbursement check to be sent within one hundred fifty (150) days of the date of receipt of the completed Claim, or within one hundred fifty (150) days of the Effective Date, whichever is later. The reimbursement checks shall remain valid for 180 days. The Settlement Class Member may make one (1) request for reissuance of an expired un-negotiated check from the Claims Administrator within 225 days of its original issuance.

2. The Claim Administrator's denial of any Claim in whole or in part shall be binding and non-appealable, except that Class Counsel and Defendant's counsel may confer and attempt to resolve in good faith any disputed denial by the Claim Administrator.

3. If the Claims Administrator initially determines that the Claim Form is incomplete, deficient or otherwise not fully completed, signed and/or dated, and/or that supporting documentation is missing, deficient, or otherwise incomplete, then the Claim Administrator will send the Settlement Class Member a letter or notice by regular mail advising of the deficiency(ies) in the Claim Form and/or the documentation. The Settlement Class Member will then have until thirty (30) days after the date of said letter/notice to mail a response to the Claim Administrator

that cures all said deficiencies and supplies all missing or deficient information and documentation, or the claim will be denied.

4. If a Claim is denied in whole or in part, either for not meeting the Settlement criteria for reimbursement, or for failure to timely cure any deficiencies or missing or incomplete information/documentation, the Claim Administrator will so notify the Settlement Class Member by sending a letter or notice of the denial by regular mail. Any Settlement Class Member whose claim is denied shall have fourteen (14) days from the date of the Claim Administrator's letter/notice of denial to request an "attorney review" of the denial by emailing the Claim Administrator, after which time Class Counsel and Defense Counsel shall meet and confer and determine whether said denial, based upon the Claim Form and documentation previously submitted, was correct under the terms of the Settlement, whether the denial should be modified if it is not correct, and/or whether any disputed issues can amicably be resolved. The Claim Administrator will thereafter advise the Settlement Class Member of the attorney review determination, which shall be binding and not appealable.

#### **IV. NOTICE**

A. To Attorneys General: In compliance with the Attorney General notification provision of the Class Action Fairness Act, 28 U.S.C. § 1715, the Claim Administrator shall provide notice of this proposed Settlement to the Attorney General of the United States, and the Attorneys General of each state in which a known Settlement Class Member resides. The Claim Administrator shall also provide contemporaneous notice to the Parties.

B. To Settlement Class: The Claim Administrator shall be responsible for the following Settlement Class Notice Plan:



1. On an agreed upon date with the Claim Administrator, but in no event more than one hundred twenty (120) days after entry of the Preliminary Approval Order, the Claim Administrator shall cause individual post-card Class Notice, substantially in the form attached hereto as Exhibit 2, to be mailed, by first class mail, to the current or last known addresses of all reasonably identifiable Settlement Class Members. A longer form Class Notice, substantially in the form attached hereto as Exhibit 3, and a Claim Form, substantially in the form attached hereto as Exhibit 1, will be made available on the Settlement Website. Defendant SOA may format the Class Notice in such a way as to minimize the cost of the mailing, so long as Settlement Class Members can reasonably read it and Class Counsel approves all changes and formatting. The Claim Administrator shall be responsible for mailing of the Class Notice.

2. For purposes of identifying Settlement Class Members, the Claim Administrator shall obtain from Polk/IHS Markit or an equivalent company (such as Experian) the names and current or last known addresses of Settlement Class Vehicle owners and lessees that can reasonably be obtained, based upon the VINs of Settlement Class Vehicles to be provided by SOA.

3. Prior to mailing the Class Notice, the Claim Administrator shall conduct an address search through the United States Postal Service's National Change of Address database to update the address information for Settlement Class Vehicle owners and lessees. For each individual Class Notice that is returned as undeliverable, the Claim Administrator shall re-mail all Class Notices where a forwarding address has been provided. For the remaining undeliverable notice packets where no forwarding address is provided, the Claim Administrator shall 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.

4. The Claim Administrator shall diligently, and/or as reasonably requested by Class Counsel or Defense counsel, report to Class Counsel and Defense counsel the number of individual Class Notices originally mailed to Settlement Class Members, the number of individual Class Notices initially returned as undeliverable, the number of additional individual Class Notices mailed after receipt of a forwarding address, and the number of those additional individual Class Notices returned as undeliverable.

5. The Claim Administrator shall, upon request, provide Class Counsel and Defense counsel with the names and addresses of all Settlement Class Members to whom the Claim Administrator sent a Class Notice pursuant to this section.

6. The Claim Administrator shall implement a Settlement website that contains the following information:

- (i) instructions on how to submit a Claim for Reimbursement by mail;
- (ii) instructions on how to contact the Claim Administrator, Class Counsel and Defense Counsel for assistance;
- (iii) a copy of the Claim Form, Class Notice, this Settlement Agreement, the Preliminary Approval Order, the Motion for Final Approval, Class Counsel's Fee and Expenses Application, any submissions by Defendant in support of final approval, and other pertinent orders and documents to be agreed upon by counsel for the Parties; and
- (iv) the deadlines for any objections, requests for exclusion and mailing of claims, the date, time and location of the final fairness hearing, and any other relevant information agreed upon by counsel for the Parties.

7. No later than ten (10) days after the Notice Date, the Claim Administrator shall provide an affidavit or declaration to Class Counsel and Defense counsel, attesting that the Class Notice was disseminated in a manner consistent with the terms of the Class Notice Plan of this Agreement or those required by the Court and agreed by counsel.

8. Notification to authorized Subaru retailers: Prior to the Notice Date, SOA will advise authorized Subaru retailers of the Settlement's Warranty Extension, so that the Warranty Extension may be implemented in accordance with the terms and conditions of this Settlement Agreement. Defense Counsel will confirm with Class Counsel that SOA has notified authorized retailers of the Settlement's Warranty Extension.

**V. RESPONSE TO NOTICE**

**A. Objection to Settlement**

Any Settlement Class Member who intends to object to the fairness of this Settlement Agreement and/or to Class Counsel's Fee and Expense Application must, by the date specified in the Preliminary Approval Order, which date shall be approximately thirty (30) days after the Notice Date, either (i) file any such objection, together with any supporting briefs and/or documents, with the Court either in person at the Clerk's Office of the United States District Court for the District of New Jersey, located at the Mitchell H. Cohen Building & U.S. Courthouse, 4th & Cooper Streets, Camden, NJ 08101, or (ii) file same in this Action via the Court's electronic filing system, or (iii) if not filed in person or via the Court's electronic system, then, by U.S. first-class mail post-marked within the said 30-day deadline, mail the objection, together with any supporting briefs and/or documents, to the United States District Court for the District of New Jersey, Mitchell H. Cohen Building & U.S. Courthouse, 4th & Cooper Streets, Camden, NJ 08101, and also, by U.S. first-class mail post-marked within said deadline, serve same upon the following counsel for the Parties: Capstone Law APC, Attn: Cody Padgett, 1875 Century Park East, Suite 1000, Los Angeles, California 90067, on behalf of Plaintiffs, and Homer B. Ramsey, Shook, Hardy & Bacon L.L.P., 1 Rockefeller Plaza, Suite 2801, New York, New York 10020, on behalf of Defendant.

1. Any objecting Settlement Class Member must include with his or her objection:
  - (a) the objector's full name, address, and telephone number,
  - (b) the model, model year and Vehicle Identification Number of the Settlement Class Vehicle, along with proof that the objector has owned or leased the Settlement Class Vehicle (i.e., a true copy of a vehicle title, registration, or license receipt);
  - (c) a written statement of all grounds for the objection accompanied by any legal support for such objection; and
  - (d) copies of any papers, briefs, or other documents upon which the objection is based and are pertinent to the objection;
  - (e) the name and address of the lawyer(s), if any, who is/are representing the objecting Settlement Class Member in making the objection;
  - (f) a statement of whether the objecting Settlement Class Member intends to appear at the Final Fairness Hearing, either with or without counsel, and the identity(ies) of any counsel who will appear on behalf of the Settlement Class Member objection at the Final Fairness Hearing; and
  - (g) a list of all other objections submitted by the objector, and/or the objector's counsel, to any class action settlements in any court in the United States in the previous five (5) years, including the full case name with jurisdiction in which it was filed and the docket number. If the Settlement Class Member and/or his/her/its counsel has not objected to any other class action settlement in the United States in the previous five years, then he/she/it shall affirmatively so state in the objection.
2. Any Settlement Class Member who has not timely and properly filed an objection in accordance with the deadlines and requirements set forth herein shall be deemed to have waived

and relinquished his/her/its right to object to any aspect of the Settlement, or any adjudication or review of the Settlement, by appeal or otherwise.

3. Subject to the approval of the Court, any timely and properly objecting Settlement Class Member may appear, in person or by counsel, at the Final Fairness Hearing to explain the bases for the objection to final approval of the proposed Settlement and/or to any motion for Class Counsel Fees and Expenses or incentive awards. In order to appear at the Final Fairness Hearing, the objecting 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 identity of any 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 specifications set forth herein and in the Settlement Agreement and Class Notice, or who has not filed an objection that complies in full with the deadline and other requirements set forth in the Settlement Agreement and Class Notice, shall be deemed to have waived and relinquished any right to appear, in person or by counsel, at the Final Fairness Hearing.

**B. Request for Exclusion from the Settlement**

1. Any Settlement Class Member who wishes to be excluded from the Settlement Class must timely mail a request for exclusion ("Request for Exclusion") to the Claim Administrator and to Class Counsel and Defense Counsel at the addresses specified in the Class Notice, by the deadline set forth below and specified in the Preliminary Approval Order. To be effective, the Request for Exclusion must be timely mailed to the specified addresses below and:

- (a) include the Settlement Class Member's full name, address and telephone number;
- (b) identify the model, model year and VIN of the Settlement Class Vehicle; and
- (c) state that he/she/it is or was a present or former owner or lessee of a Settlement Class Vehicle; and
- (d) specifically and unambiguously state his/her/its desire to be excluded from the Settlement Class.

2. Any Request for Exclusion must be postmarked on or before the deadline set by the Court, which date shall be approximately thirty (30) days after the Notice Date, and mailed to all of the following: JND Legal Administration, 1100 2nd Ave., Suite 300, Seattle, WA 98101, the Claims Administrator: Russell D. Paul, Berger Montague PC, 1818 Market Street, Suite 3600, Philadelphia, PA 19103 on behalf of Class Counsel: and Homer B. Ramsey, Shook, Hardy & Bacon L.L.P., 1 Rockefeller Plaza, Suite 2801, New York, NY 10020 on behalf of Defense Counsel. Any Settlement Class Member who fails to submit a timely and complete Request for Exclusion mailed to the proper addresses, shall be subject to and bound by this Settlement Agreement, the Release, and every order or judgment entered relating to this Settlement Agreement.

3. Class Counsel and Defense Counsel will review the purported Requests for Exclusion and determine whether they meet the requirements of a valid and timely Request for Exclusion. Any Request for Exclusion which is untimely and/or does not meet the above requirements for a valid Request for Exclusion shall not be accepted and shall not be effective. The Claim Administrator will maintain a database of all Requests for Exclusion, and will send

written communications memorializing those Requests for Exclusion to Class Counsel and Defense counsel. The Claim Administrator shall report the names of all such persons and entities requesting exclusion, and the VINs of the Settlement Class Vehicles owned or leased by the persons and entities requesting exclusion, to the Court, Class Counsel and Defense Counsel at least eighteen (18) days prior to the Final Fairness Hearing. The list of persons and entities deemed by the Court to have timely and properly excluded themselves from the Settlement Class will be attached as an exhibit to the Final Order and Judgment.

## **VI. WITHDRAWAL FROM SETTLEMENT**

**Plaintiffs or Defendant shall have the option to withdraw from this Settlement Agreement, and to render it null and void, if any of the following occurs:**

1. Any objection to the proposed Settlement is sustained and such objection results in changes to this Agreement that the withdrawing party deems in good faith to be material (e.g., because it increases the costs of the Settlement, alters the Settlement, or deprives the withdrawing party of a material benefit of the Settlement; a mere delay of the approval and/or implementation of the Settlement including a delay due to an appeal procedure, if any, shall not be deemed material); or

2. The preliminary or final approval of this Settlement Agreement is not obtained without modification, and any modification required by the Court for approval is not agreed to by both parties and the withdrawing party deems any required modification in good faith to be material (e.g., because it increases the cost of the Settlement, alters the Settlement, or deprives the withdrawing party of a benefit of the Settlement; a mere delay of the approval and/or implementation of the Settlement including a delay due to an appeal procedure, if any, shall not be deemed material); or

3. Entry of the Final Order and Judgment described in this Agreement is vacated by the Court or reversed or substantially modified by an appellate court, except that a reversal or modification of an order awarding reasonable attorneys' fees and expenses, if any, shall not be a basis for withdrawal; or

4. In addition to the above grounds, the Defendant shall have the option to withdraw from this Settlement Agreement, and to render it null and void, if more than five-percent (5%) of the persons and entities identified as being members of the Settlement Class exclude themselves from the Settlement Class. If Defendant withdraws from the Settlement Agreement on this basis, then neither Plaintiffs nor Class Counsel will be responsible for costs incurred by the Claims Administrator up to the date of withdrawal.

5. To withdraw from this Settlement Agreement under this paragraph, the withdrawing Party must provide written notice to the other Party's counsel and to the Court within ten (10) business days of receipt of any order or notice of the Court modifying, adding or altering any of the material terms or conditions of this Agreement. In the event either Party withdraws from the Settlement, this Settlement Agreement shall be null and void, shall have no further force and effect with respect to any party in the Action, and shall not be offered in evidence or used in the Action or any other litigation or proceeding for any purpose, including the existence, certification or maintenance of any purported class. In the event of such withdrawal, this Settlement Agreement and all negotiations, proceedings, documents prepared and statements made in connection herewith shall be inadmissible as evidence and without prejudice to the Defendant and Plaintiffs, and shall not be deemed or construed to be an admission or confession by any party of any fact, claim, matter or proposition of law, and shall not be used in any manner for any purpose, and all parties to the Action shall stand in the same position as if this Settlement Agreement had not been



negotiated, made or filed with the Court. Upon withdrawal, either party may elect to move the Court to vacate any and all orders entered pursuant to the provisions of this Settlement Agreement.

6. A change in law, or change of interpretation of present law, that affects this Settlement shall not be grounds for withdrawal from the Settlement.

## **VII. ADMINISTRATIVE OBLIGATIONS**

A. In connection with the administration of the Settlement, the Claim Administrator shall maintain a record of all contacts from Settlement Class Members regarding the Settlement, any Claims submitted pursuant to the Settlement and any responses thereto. The Claim Administrator, on a monthly basis, shall provide to Class Counsel and Defense Counsel summary information concerning the number of Claims made, number of Claims approved, the number of Claims denied, the number of Claims determined to be deficient, and total dollar amount of payouts on Claims made, such that Class Counsel and Defense Counsel may inspect and monitor the claims process.

B. Except as otherwise stated in this Agreement, as between the Parties, the reasonable costs of the Claim Administrator in dissemination of the Class Notice and administration of Settlement reimbursement claims pursuant to the terms of this Agreement shall be borne by SOA.

## **VIII. SETTLEMENT APPROVAL PROCESS**

### **A. Preliminary Approval of Settlement**

Promptly after the execution of this Settlement Agreement, Class Counsel shall present this Settlement Agreement to the Court, along with a motion requesting that the Court issue a Preliminary Approval Order substantially in the form attached as Exhibit 4.

### **B. Final Approval of Settlement**

1. If this Settlement Agreement is preliminarily approved by the Court, and pursuant to a schedule set forth in the Preliminary Approval Order or otherwise agreed by the Parties, Class Counsel shall present a motion requesting that the Court grant final approval of the Settlement and issue a Final Order and Judgment directing the entry of judgment pursuant to Fed. R. Civ. P. 54(b) substantially in a form to be agreed by the Parties.

2. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. Such best efforts shall include taking all reasonable steps to secure entry of a Final Order and Judgment, as well as supporting the Settlement and the terms of this Settlement Agreement through any appeal.

**C. Plaintiffs' Application for Reasonable Class Counsel Fees and Expenses and Class Representative Service Awards**

1. After the Parties reached an agreement on the material terms of this Settlement, the Parties commenced efforts to negotiate the issue of Class Counsel Fees and Expenses and Class Representative service awards. As a result of adversarial arm's length negotiations occurring thereafter, the Parties hereby agree that Class Counsel may apply to the Court ("Fee and Expense Application") for a combined award of reasonable attorneys' fees, costs and expenses (hereinafter, collectively, "Class Counsel Fees and Expenses") in an amount up to, but not exceeding, the total combined sum of Two Million Five Hundred Thousand Dollars (\$2,500,000) for all Class Counsel and all fees, costs and expenses collectively. Class Counsel may apply for such an award, up to that total combined sum, on or before twenty-one (21) days prior to the deadline in the Preliminary

Approval Order for objections and/or requests for exclusion, or as otherwise directed by the Court. Defendant will not oppose a request for Class Counsel Fees and Expenses that does not exceed said total combined and collective sum of up to Two Million Five Hundred Thousand Dollars (\$2,500,000), and Class Counsel shall not seek or be awarded, nor shall Class Counsel accept, any amount of Class Counsel Fees and Expenses exceeding said total combined and collective sum. The award of reasonable Class Counsel Fees and Expenses, to the extent consistent with this Agreement, shall be paid by Defendant as set forth below, and shall not reduce or in any way affect any benefits available to the Settlement Class pursuant to this Agreement.

The Parties also agree that Class Counsel may apply to the Court for a total of eight reasonable service awards of up to, but not exceeding, \$5,000 each to the following named Plaintiffs who will seek to serve as Settlement Class Representatives: James Sampson, Janet Bauer, Lisa Harding, Barbara Miller, Shirley Reinhard, Celeste and Xavier Sandoval (to receive only one award of \$5,000 collectively), Danielle Lovelady Ryan, and Elizabeth Wheatley, to be paid by Defendant as set forth below. Defendant will not oppose Plaintiffs' request, made as part of the Fee and Expense Application, for a Service Award of up to and not exceeding said amounts to the aforesaid Plaintiff-Settlement Class Representatives.

2. The 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 Berger Montague PC within thirty (30) days after the later of the Effective Date of the Settlement or the date of entry of the Final Order and Judgment for attorney fees, expenses, and service awards, including final termination or disposition of any appeals relating thereto. Said payment to Berger Montague PC shall fully satisfy, release and discharge all obligations of Defendant and the Released Parties with respect to payment of the Class Counsel Fees and

Expenses, any attorneys' fees and expenses in connection with this Action, and Settlement Class Representative service awards, and Berger Montague PC shall thereafter have sole responsibility to distribute the appropriate portions of said payment to the other Class Counsel as agreed among them and/or directed by the Court, and to the Settlement Class Representatives.

3. The procedure for, and the grant, denial, allowance or disallowance by the Court of the Fee and Expense Application, are not part of the Settlement, and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the Settlement. Any order or proceedings relating solely to the Fee and Expense Application, or any appeal from any order related thereto or reversal or modification thereof, will not operate to terminate or cancel this Settlement Agreement, or affect or delay the Effective Date of the Settlement if it is granted final approval by the Court. Payment of Class Counsel Fees and Expenses and the Settlement Class Representatives' Service Awards will not reduce the benefits to which Settlement Class Members may be eligible under the Settlement terms, and the Settlement Class Members will not be required to pay any portion of the Class Counsel Fees and Expenses and Settlement Class Representative Service Awards.

**D. Release of Plaintiffs' and Settlement Class Members' Claims**

1. Upon the Effective Date, the Plaintiffs and each and every Settlement Class Member shall be deemed to have, and by operation of the Final Order and Judgment shall have, fully, completely and forever released, acquitted and discharged the Defendant and all Released Parties from all Released Claims.

2. Upon the Effective Date, with respect to the Released Claims, the Plaintiffs and all Settlement Class Members expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights, and benefits of § 1542 of the California Civil Code, which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in

his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

3. Upon the Effective Date, the Action will be deemed dismissed with prejudice, and Class Counsel shall procure any necessary Orders from the appropriate courts, and file any necessary documents, dismissing said Actions with prejudice.

## **IX. MISCELLANEOUS PROVISIONS**

### **A. Effect of Exhibits**

The exhibits to this Agreement are an integral part of the Settlement and are expressly incorporated and made a part of this Agreement.

### **B. No Admission of Liability**

Neither the existence of this Agreement, any provision or content thereof, any documents prepared and/or filed in connection therewith, the negotiations that preceded it, nor any action taken hereunder, shall constitute, be deemed, be considered or construed as, and/or be admissible in any judicial or non-judicial action or proceeding as: (i) any evidence or admission of the validity of, or concerning, any claim, allegation or fact that was or could have been alleged in the Action, and/or of (ii) any wrongdoing, fault, violation of law, or liability or damages of any kind and nature on the part of Defendant and the Released Parties. The Parties understand and agree that neither this Agreement, any documents prepared and/or filed in connection therewith, nor the negotiations that preceded it, shall be offered or be admissible in evidence against Defendant, the Released Parties, the Plaintiffs or the Settlement Class Members, or cited or referred to in the Action or any action or proceeding (judicial or otherwise), except as needed to enforce the terms of this Agreement, its Release of Claims against the Released Parties, and the Final Order and Judgment herein.

**C. Entire Agreement**

This Agreement represents the entire agreement and understanding among the Parties and supersedes all prior proposals, negotiations, agreements and understandings relating to the subject matter of this Agreement. The Parties acknowledge, stipulate and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation or understanding concerning any part or all of the subject matter of this Agreement has been made or relied on except as expressly set forth in this Agreement. No modification or waiver of any provisions of this Agreement shall in any event be effective unless the same shall be in writing and signed by the person or party against whom enforcement of the Agreement is sought.

**D. Arm's-Length Negotiations and Good Faith**

The Parties have negotiated all of the terms and conditions of this Agreement at arm's-length and in good faith. All terms, conditions and exhibits in their exact form are material and necessary to this Agreement and have been relied upon by the Parties in entering into this Agreement. In addition, the Parties hereby acknowledge that they have had ample opportunity to, and that they did, confer with counsel of their choice regarding, and before executing, this Agreement, and that this Agreement is fully entered into voluntarily, with free will, and without any duress whatsoever.

**E. Continuing Jurisdiction**

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 Agreement.

**F. Binding Effect of Settlement Agreement**

This Agreement shall be binding upon and inure to the benefit of the Parties and their representatives, attorneys, executors, administrators, heirs, successors and assigns.

**G. Extensions of Time**

The Parties may agree upon a reasonable extension of time for deadlines and dates reflected in this Agreement, without further notice (subject to Court approval as to Court dates).

**H. Service of Notice**

Whenever, under the terms of this Agreement, a person is required to provide service or written notice to Defense counsel or Class Counsel, such service or notice shall be directed to the individuals and addresses specified below, unless those individuals or their successors give notice to the other parties in writing, of a successor individual or address:

As to Plaintiffs: Russell D. Paul, Esq.  
Berger Montague PC  
1818 Market Street, Suite 3600  
Philadelphia, PA 19103

As to Defendant: Homer B. Ramsey, Esq.  
Shook, Hardy & Bacon L.L.P.  
1 Rockefeller Plaza, Suite 2801  
New York, NY 10020

**I. Authority to Execute Settlement Agreement**

Each counsel or other person executing this Agreement or any of its exhibits on behalf of any party hereto warrants that such person has the authority to do so.

**J. Return of Confidential Materials**

All documents and information designated as “confidential” and produced or exchanged in the Action, shall be returned or destroyed within thirty (30) days after entry of the Final Order and Judgment.

**K. No Assignment**

The Parties represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein, including, but not limited to, any interest in the litigation or any related action.

**L. No Third-Party Beneficiaries**

This Agreement shall not be construed to create rights in, or to grant remedies to, or delegate any duty, obligation or undertaking established herein to any third party (other than Settlement Class Members themselves) as a beneficiary of this Agreement. However, this does not apply to, or in any way limit, any Released Party’s right to enforce the Release of Claims set forth in this Agreement.

**M. Construction**

The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each Party participated jointly in the drafting of this Agreement and, therefore, the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any Party by virtue of draftsmanship.

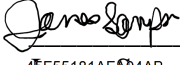
**N. Captions**

The captions or headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed, by their duly authorized attorneys, as of the date(s) indicated on the lines below.

ON BEHALF OF PLAINTIFFS:

Dated: January 15, 2025

DocuSigned by:  
  
James Sampson



Dated: February<sup>5</sup>\_\_\_\_, 2025

DocuSigned by:  
*Janet B...*  
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Dated: February\_\_\_\_, 2025

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Lisa Harding

Dated: February\_\_\_\_, 2025

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Barbara Miller

Dated: January\_\_\_\_, 2025

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Shirley Reinhard

Dated: January\_\_\_\_, 2025

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Celeste Sandoval

Dated: January\_\_\_\_, 2025

\_\_\_\_\_  
Xavier Sandoval

Dated: January\_\_\_\_, 2025

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Danielle Lovelady Ryan

Dated: January\_\_\_\_, 2025

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Elizabeth Wheatley

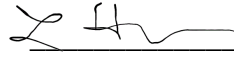
Dated: January\_\_\_\_, 2025

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Russell D. Paul  
BERGER MONTAGUE PC  
1818 Market Street, Suite 3600

Dated: February\_\_\_\_, 2025

\_\_\_\_\_  
Janet Bauer

Dated: February<sup>21</sup>\_\_\_\_, 2025

Signed by:  
  
\_\_\_\_\_  
Lisa Harding

Dated: February\_\_\_\_, 2025

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Barbara Miller

Dated: January\_\_\_\_, 2025

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Shirley Reinhard

Dated: January\_\_\_\_, 2025

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Janet Bauer

Dated: February \_\_\_\_, 2025

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Lisa Harding

Dated: February <sup>5</sup> \_\_\_\_, 2025

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**BARBARA MILLER** \_\_\_\_\_  
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Dated: January \_\_\_\_, 2025

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Shirley Reinhard

Dated: January \_\_\_\_, 2025

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Celeste Sandoval

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Xavier Sandoval

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Danielle Lovelady Ryan

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Janet Bauer

Dated: January\_\_\_\_, 2025

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Lisa Harding

Dated: January\_\_\_\_, 2025

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Barbara Miller

Dated: January<sup>14</sup>\_\_\_\_, 2025

DocuSigned by:  
*Shirley Reinhard*  
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Shirley Reinhard

Dated: January\_\_\_\_, 2025

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Celeste Sandoval

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Barbara Miller

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Shirley Reinhard



Dated: January 28, 2025

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Celeste Sandoval

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Xavier Sandoval

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Danielle Lovelady Ryan

Dated: January\_\_\_\_, 2025

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Elizabeth Wheatley

Dated: January 28, 2025



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1818 Market Street, Suite 3600

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Barbara Miller

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Shirley Reinhard

Dated: January\_\_\_\_, 2025

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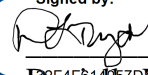
Celeste Sandoval

Dated: January\_\_\_\_, 2025

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Xavier Sandoval

Dated: January<sup>14</sup>\_\_\_\_, 2025

Signed by:  


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Danielle Lovelady Ryan

Dated: January\_\_\_\_, 2025

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Elizabeth Wheatley

Dated: January\_\_\_\_, 2025

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Russell D. Paul  
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1818 Market Street, Suite 3600

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Celeste Sandoval

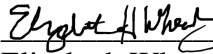
Dated: January\_\_\_\_, 2025

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Xavier Sandoval

Dated: January\_\_\_\_, 2025

\_\_\_\_\_  
Danielle Lovelady Ryan

Dated: January<sup>15</sup>\_\_\_\_, 2025

DocuSigned by:  
  
\_\_\_\_\_  
Elizabeth Wheatley


Dated: January\_\_\_\_, 2025

\_\_\_\_\_  
Russell D. Paul  
BERGER MONTAGUE PC  
1818 Market Street, Suite 3600



Philadelphia, PA 19103  
Settlement Class Counsel

Dated: February 21, 2025

  
\_\_\_\_\_  
Cody Padgett  
CAPSTONE LAW APC  
1875 Century Park East, Suite 1000  
Los Angeles, California 90067  
Settlement Class Counsel

Dated: January \_\_\_\_\_, 2025

\_\_\_\_\_  
Samuel M. Ward  
BARRACK, RODOS & BACINE  
600 West Broadway, Suite 900  
San Diego, CA 92101  
Settlement Class Counsel

ON BEHALF OF DEFENDANT:

Dated: January \_\_\_\_\_, 2025

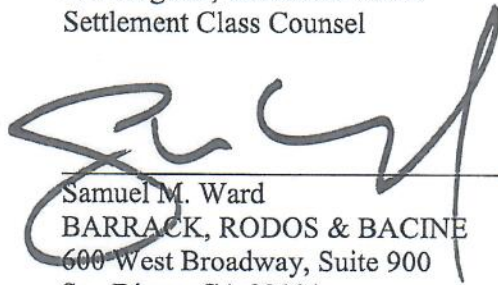
\_\_\_\_\_  
Homer B. Ramsey  
Michael B. Gallub  
SHOOK, HARDY & BACON L.L.P.  
1 Rockefeller Plaza, Suite 2801  
New York, New York 10020  
Counsel for Subaru of America, Inc.

Philadelphia, PA 19103  
Settlement Class Counsel

Dated: January \_\_\_\_, 2025


\_\_\_\_\_  
Cody Padgett  
CAPSTONE LAW APC  
1875 Century Park East, Suite 1000  
Los Angeles, California 90067  
Settlement Class Counsel

Dated: January 28, 2025

  
\_\_\_\_\_  
Samuel M. Ward  
BARRACK, RODOS & BACINE  
600 West Broadway, Suite 900  
San Diego, CA 92101  
Settlement Class Counsel

ON BEHALF OF DEFENDANT:

MARCH 20, 2025  
Dated: January \_\_\_\_, 2025

  
\_\_\_\_\_  
Homer B. Ramsey  
Michael B. Gallub  
SHOOK, HARDY & BACON L.L.P.  
1 Rockefeller Plaza, Suite 2801  
New York, New York 10020  
Counsel for Subaru of America, Inc.

# EXHIBIT 1

## **SUBARU EYESIGHT SETTLEMENT** **REIMBURSEMENT CLAIM FORM**

You Must Timely Complete, Sign and Submit This Form and Provide the Specified Records and Declaration(s) to Receive One 75% Reimbursement of Out-of-Pocket Expenses Paid Prior to the Notice Date and Within 48 Months or 48,000 Miles (Whichever Occurred First) from the Settlement Class Vehicle's In-Service Date for a Covered Repair of the Pre-Collision Braking, Rear Automatic Braking, and/or Lane Keep Assist feature(s) of the EyeSight system, under the Terms of the Settlement Agreement in *Sampson. v. Subaru of America, Inc.*, No. 1:21-cv-10842-ESK-SAK (U.S. Dist. Ct., Dist. of New Jersey)

### **STEPS FOR SUBMITTING A CLAIM FOR REIMBURSEMENT:**

(1) Verify Your Contact Information:

<i>First Name:</i>	<i>MI:</i>	<i>Last Name:</i>

<i>Address:</i>

<i>City:</i>	<i>State:</i>	<i>ZIP Code:</i>

<i>Telephone Number:</i>

<i>Vehicle ID Number (VIN):</i>

<i>Vehicle Make:</i>

<i>Vehicle Model:</i>

(2) Provide a repair invoice, receipt, or other records (original or legible copies) for the repair:

The repair invoice, receipt, or records submitted MUST include the following information:

- (a) Your name;
- (b) The make, model, and Vehicle Identification Number (VIN) of your Settlement Class Vehicle that was repaired;
- (c) The name and address of the authorized Subaru dealership or other service facility that performed the repair;
- (d) The date of the repair and the mileage of your Settlement Class Vehicle at the time of repair;
- (e) That the repair was for a diagnosed and confirmed malfunction or failure of a Settlement Class Vehicle's Pre-Collision Braking, Rear Automatic Braking, and/or Lane Keep Assist feature of the EyeSight system that resulted from failure or malfunction of the EyeSight camera assembly and/or rear sonar sensors;
- (f) A description of the repair work performed including the parts repaired/replaced and a breakdown of parts and labor costs, and the amount charged (parts and labor);

- (g) Records, receipts and/or invoices demonstrating that the Settlement Class Member paid for the repair work performed, including the amount paid; and
- (h) If you are not the person or entity identified on the Class Notice mailing, proof of your ownership or lease of the Settlement Class Vehicle at the time of the repair.
- (i) **If the repair was performed during the Settlement Class Vehicle’s original New Vehicle Limited Warranty period, but not by an authorized Subaru retailer:** You must also submit, in addition to the above, documentation (such as a written estimate or invoice) confirming that prior to having it performed, you first attempted to have the repair performed by an authorized Subaru dealer and that the dealer would not or was unable 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](http://www.WEBSITE.com), or by contacting the Claim Administrator.

(3) State the total Dollar Amount Claimed for Reimbursement for the Paid Repair(s): \$      .

(4) 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 dealership, 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):

\$      .

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(5) 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:          
MM DD YYYY

(6) Mail Claim Form and all Documents/Paperwork, postmarked no later than [DATE], to:

JND Legal Administration  
1100 2nd Ave.  
Suite 300  
Seattle, WA 98101

For more information, please view the Class Notice, call the Claims Administrator at 1- - -,  
or visit [www.WEBSITE.com](http://www.WEBSITE.com)

# EXHIBIT 2

**Notice of Proposed  
Class Action  
Settlement**

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

For information on the proposed settlement, and how and when to file a claim for reimbursement or object to or exclude yourself from the settlement, call toll-free 1-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**

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

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

**What benefits can I get from the settlement?** If the Court grants final approval, the Settlement will provide the following benefits: 1) a Warranty Extension, and 2) Reimbursement of 75% of certain past paid out-of-pocket repair expenses. For details of these benefits, what is covered, the terms and conditions, and the requirements and deadline for submitting a claim for reimbursement, please refer to the Long Form Class Notice on the Settlement Website: [website URL](#). You can also call the Settlement Claim Administrator toll free at \_\_\_\_\_ to obtain a Claim Form and for any questions you may have.

**How can I exclude myself from the class?** If you want to exclude yourself from the settlement, you must mail a request for exclusion with the required information **postmarked no later than [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 Berger Montague, PC, Capstone Law APC, and Barrack, Rodos & Bacine to represent you and the Class. These attorneys are called Class Counsel. You will not be charged for their services. If you would like to retain your own counsel you may do so at your own expense.

**The Court's Final Fairness Hearing.** The Court will hold a Final Fairness Hearing on **DATE at TIME**, at the Mitchell H. Cohen Building & U.S. Courthouse, 4th & Cooper Streets, Courtroom 4D, Camden, NJ 08101 to consider whether to approve (1) the settlement; (2) Class Counsel's request for Attorneys' fees and costs of up to \$2.5 million; and (3) Named Plaintiffs' Service Awards of up to \$5,000. The date of the hearing may change without further notice so please visit [\[website URL\]](#) 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. **ADD QR CODE HERE**

# EXHIBIT 3

## NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

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

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

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

#### BASIC INFORMATION

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

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

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

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

**Questions? Call 1-\_\_\_\_-\_\_\_\_-\_\_\_\_ or visit [www.\\_\\_\\_\\_\\_.com](http://www._____.com)**

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

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

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

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

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

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

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

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

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

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

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

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

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

**Questions? Call 1-\_\_\_\_-\_\_\_\_-\_\_\_\_ or visit [www.\\_\\_\\_\\_\\_.com](http://www._____.com)**

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

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

2. If your covered repair occurred within your Settlement Class Vehicle’s New Vehicle Limited Warranty period but was not performed by an authorized Subaru retailer, then you must also submit records showing that you first attempted to have the repair completed at an authorized Subaru retailer, but the retailer declined or was unable to perform the repair free of charge under warranty. If such records cannot be obtained despite a good faith effort, then you may submit a declaration to that effect, signed under penalty of perjury, and stating the good faith efforts you made to obtain the records. A form declaration is available for you on the Settlement Website at [www.XXXXXX.com](http://www.XXXXXX.com), or may be obtained from the Claim Administrator (1-800-XXXXXX).

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

#### IV. Limitations

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

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

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

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

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

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

**WHO IS PART OF THE SETTLEMENT?**

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

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

Excluded from the Settlement Class are (a) all Judges who have presided over the Action and their spouses; (b) all current employees, officers, directors, agents and representatives of Defendant, and their family members; (c) any affiliate, parent or subsidiary of Defendant and any entity in which Defendant has a controlling interest; (d) anyone acting as a used car dealer; (e) anyone who purchased a Settlement Class Vehicle for the purpose of commercial resale; (f) anyone who purchased a Settlement Class Vehicle with salvaged title and/or any insurance company that acquired a Settlement Class Vehicle as a result of a total loss; (g) any insurer of a Settlement Class Vehicle; (h) issuers of extended vehicle warranties and service contracts; (i) any Settlement Class Member who, prior to the date of this Agreement, settled with and released Defendant or any Released Parties from any Released Claims, and (j) any Settlement Class Member who files a timely and proper Request for Exclusion from the Settlement Class that is accepted by the Court. (see Section 10 below).

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

If you are still not sure whether you are included in this Settlement, you can enter your vehicle's VIN in the VIN look-up Portal at [www.xxxxxxxx.com](http://www.xxxxxxxx.com) to determine if it is a Settlement Class Vehicle. You can also call the Claim Administrator at 1-\_\_\_-\_\_\_-\_\_\_ or visit [www.xxxxxxxx.com](http://www.xxxxxxxx.com) for more information.

**SETTLEMENT BENEFITS – WHAT YOU GET**

**5. What does the Settlement provide?**

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

**6. Who can send in a Claim for reimbursement?**

Any person or entity who purchased or leased a Settlement Class Vehicle in the continental United States can send in a timely Claim for Reimbursement for money spent on a prior covered repair prior to [DATE] if the Claim satisfies the parameters and criteria required for reimbursement described in Section 1.

**7. How do I send in a Claim for reimbursement?**

To submit a Claim for reimbursement, you must do the following no later than [DATE]:

- A. Complete, sign under penalty of perjury, and date a Claim Form. (you can download one at [www.xxxxxxxx.com](http://www.xxxxxxxx.com)). It is recommended that you keep a copy of the completed Claim Form; and
- B. Submit your completed, signed and dated Claim Form, along with all required supporting documents, either (i) through the Settlement Website at [www.xxxxxxxx.com](http://www.xxxxxxxx.com) no later than [DATE]; or (ii) to the Claim Administrator by First-Class mail, post-marked no later than [DATE], at the address provided on the Claim Form. The information that must be reflected in your records is described on the Claim Form. It is recommended that you keep a copy of your records and receipts.

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

**Questions? Call 1-\_\_\_-\_\_\_-\_\_\_ or visit [www.xxxxxxxx.com](http://www.xxxxxxxx.com)**

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

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

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

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

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

**EXCLUDING YOURSELF FROM THE SETTLEMENT**

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

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

CLAIM ADMINISTRATOR	CLASS COUNSEL	DEFENSE COUNSEL
JND Legal Administration 1100 2nd Ave., Suite 300, Seattle, WA 98101	RUSSELL D. PAUL, ESQ. BERGER MONTAGUE PC 818 MARKET STREET, SUITE 3600 PHILADELPHIA, PA 19103	HOMER B. RAMSEY, ESQ. SHOOK, HARDY & BACON LLP 1 ROCKEFELLER PLAZA, SUITE 2801 NEW YORK, NY 10020

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

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

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

**Questions? Call 1- - - or visit [www.xxxxxxxxxxxxx.com](http://www.xxxxxxxxxxxxx.com)**

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

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

13. Do I have a lawyer in this case?

Yes, the Court has appointed the law firms of Berger Montague, PC, Capstone Law APC, and Barrack, Rodos & Bacine as “Class Counsel” to represent Settlement Class Members.

14. Should I get my own lawyer?

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

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

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

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

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

Class Counsel’s Fee and Expense Application and request for class representative service awards will be filed by [DATE], and a copy will be made available for review at [www.xxxxxxxxxxxx.com](http://www.xxxxxxxxxxxx.com).

**SUPPORTING OR OBJECTING TO THE SETTLEMENT**

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

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

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

- i. File your written objection or comment, and any supporting papers or materials, on the Court’s docket for this case, *Sampson, et al. v. Subaru of America, Inc.*, United States District Court for the District of New Jersey, Civil Action No. 1:21-cv-10284-ESK-SAK, via its electronic filing system, no later than [DATE], or



- ii. File your written objection or comment, and any supporting papers or materials, with the Court in person at the Clerk’s Office of the United States District Court for the District of New Jersey, located at the Mitchell H. Cohen Building & U.S. Courthouse, 4th & Cooper Streets, Camden, NJ 08101, no later than [DATE], or
- iii. Mail your written objection or comment, and any supporting papers or materials, to each of the following, by U.S. first-class mail, post-marked no later than [DATE]:

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

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

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

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

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

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

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

**FINAL FAIRNESS HEARING**

**Questions? Call 1-\_\_\_\_-\_\_\_\_-\_\_\_\_ or visit [www.\\_\\_\\_\\_\\_.com](http://www._____.com)**

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

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

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

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

20. May I speak at the Fairness Hearing?

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

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

**IF YOU DO NOTHING**

21. What happens if I do nothing at all?

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

**MORE INFORMATION**

22. Where can I get more information?

The Settlement Website at [www.\\_\\_\\_\\_\\_\\_\\_\\_\\_\\_\\_\\_\\_\\_\\_\\_.com](http://www.________________.com) allows you to look up your vehicle’s VIN to determine if it is a Settlement Class Vehicle, obtain Claim Forms, a copy of the Settlement Agreement and other pertinent documents, and more information on this Litigation and Settlement. Updates regarding the Action, including important dates and deadlines, will also be available on the website. You may also call the Claim Administrator at 1-\_\_\_\_-\_\_\_\_-\_\_\_\_ or email [INSERT EMAIL ADDRESS].

# EXHIBIT 4

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

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

Plaintiffs,

v.

SUBARU OF AMERICA, INC.,

Defendant.

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

**[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: preliminarily approving the nationwide class action Settlement of this Action (“Settlement”) pursuant to the terms and provisions of the Settlement Agreement dated March 20, 2025, 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 set forth in the Settlement Agreement; preliminarily

appointing class representatives for the Settlement Class, Class Counsel, and the Claim 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; and

WHEREAS, this Court has read and carefully considered the Settlement Agreement and its exhibits, Plaintiffs' Unopposed Motion for Preliminary Approval, and the applicable 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 has jurisdiction over this litigation, Plaintiffs, all Settlement Class Members, Defendant Subaru of America, Inc. ("SOA"), and any party to any agreement that is part of or related to the Settlement.

3. The Court preliminarily approves the Settlement Agreement, and its Settlement terms, as fair, reasonable, and adequate under Rule 23 of the Federal Rules of Civil Procedure, subject to further consideration at the Final Fairness Hearing.

4. The Court preliminarily finds that 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.

5. The Court also preliminarily finds that the Settlement Agreement has been reached following vigorous and intensive arm's-length negotiations of disputed claims, including the assistance of an experienced third-party neutral mediator, and that the proposed Settlement is not the result of any collusion.

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

All persons and entities who purchased or leased, in the continental United States, certain model year 2013-2022 Subaru Legacy vehicles; certain model year 2013-2022 Subaru Outback vehicles; certain model year 2015-2023 Subaru Impreza vehicles; certain model year 2015-2023 Subaru Crosstrek vehicles; certain model year 2014-2021 Subaru Forester vehicles; certain model year 2019-2022 Subaru Ascent vehicles; certain model year 2016-2021 Subaru WRX vehicles; and certain model year 2022-2024 Subaru BRZ vehicles, which are specifically designated by Vehicle Identification Number (VIN) in Exhibit 5 to the Settlement Agreement, which were distributed by Subaru of America, Inc. in the continental United States and are equipped with Pre-Collision Braking, Rear Automatic Braking, and/or Lane Keep Assist features of EyeSight (hereinafter, the "Settlement Class").

Excluded from the Settlement Class are: (a) all Judges who have presided over the Actions and their spouses; (b) all current employees, officers, directors, agents and representatives of Defendant, and their family members; (c) any affiliate, parent

or subsidiary of Defendant and any entity in which Defendant has a controlling interest; (d) anyone acting as a used car dealer; (e) anyone who purchased a Settlement Class Vehicle for the purpose of commercial resale; (f) anyone who purchased a Settlement Class Vehicle with salvaged title and/or any insurance company that acquired a Settlement Class Vehicle as a result of a total loss; (g) any insurer of a Settlement Class Vehicle; (h) issuers of extended vehicle warranties and service contracts; (i) any Settlement Class Member who, prior to the date of the Settlement Agreement, settled with and released Defendant or any Released Parties from any Released Claims, and (j) any Settlement Class Member who files a timely and proper Request for Exclusion from the Settlement Class that is accepted by the Court.

7. The Court preliminarily appoints Berger Montague PC, Capstone Law APC, and Barrack, Rodos & Bacine as Class Counsel for the Settlement Class. The Court finds that the requirements of Rule 23(g) are satisfied by these appointments. The Court preliminarily appoints, pursuant to Rule 23(a), Plaintiffs James Sampson, Janet Bauer, Lisa Harding, Barbara Miller, Shirley Reinhard, Celeste Sandoval, Xavier Sandoval, Danielle Lovelady Ryan, and Elizabeth Wheatley, as Settlement Class representatives. The Court finds that these Plaintiffs will fairly and adequately represent the interests of the Class.

8. The Court preliminarily appoints JND Legal Administration as the Claim Administrator.

9. The Court preliminarily finds, solely for purposes of the Settlement, that the criteria under Rule 23(a)-(b) for certification of the Settlement Class are satisfied, 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 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.

10. The Court finds, pursuant to Rule 23(e)(1)(B), that giving notice to the class is justified and appropriate because the Court will likely be able to approve the Settlement as fair, reasonable, and adequate, and certify the class for purposes of judgment on the proposed Settlement, pursuant to Rule 23(e)(1)(b)(i) and (ii). In addition, the Court finds, pursuant to Rule 23(e)(2)(A)-(D), that the class representatives and class counsel have adequately represented the class, the Settlement was negotiated at arm's length, the relief provided for the class is



adequate, and the proposal herein treats class members equitably relative to each other.

11. The Court has carefully reviewed and hereby approves the Parties' Notice Plan as set forth in the Settlement Agreement. The Court approves the form and content of the Class Notices, including the postcard Class Notice (Exhibit 2 to the Settlement Agreement) which shall be mailed on an agreed upon date with the Claim Administrator, but in no event more than 120 days after entry of the Preliminary Approval Order, and the long form Class Notice to be available on the Settlement Website (Exhibit 3 to the Settlement Agreement). In addition, the Claim Administrator shall implement a Settlement Website and a toll-free Settlement telephone number as provided for under the Settlement Agreement, and the Court approves the Claim Form (Exhibit 1 to the Settlement Agreement) which will be made available on said Settlement Website. The Court authorizes the Parties to make non-material modifications to the Class Notices and Claim Form prior to mailing if they jointly agree that any such changes are appropriate.

12. The Court finds that the Parties' Notice Plan satisfies Rule 23, due process, and constitutes the best notice practicable under the circumstances. The Notice Plan 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 Fee and Expense Application and the application for class representative service awards; the deadline, procedure, 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.

13. The Court further finds that all the notices are written in simple terminology and are readily understandable by Settlement Class Members. The date and time of the Final Fairness Hearing shall be included in all notices before they are disseminated. The parties, by agreement, may revise the notices in ways that are appropriate to update those notices for purposes of accuracy and clarity, and may adjust the layout of those notices for efficient electronic presentation and mailing. No Settlement Class Member shall be relieved from the terms of the proposed Settlement, including the releases provided for therein, based solely upon the contention that such Settlement Class Member failed to receive adequate or actual notice.

14. Accordingly, the Court approves, and directs the implementation of, the Notice Plan pursuant to the terms of the Settlement Agreement.

15. The Claim 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 providing notice pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715, implementing and maintaining the Settlement Website, disseminating the Class Notice in accordance with the Notice Plan, 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.

16. The Departments of Motor Vehicles within the United States and its territories are ordered to provide approval to Polk/IHS Markit, or any other company so retained by the parties and/or the Claim Administrator, to release the names and addresses of Settlement Class Members associated with the titles of the VINs for the Settlement Class Vehicles for the purposes of disseminating the Class Notice to the Settlement Class Members. Polk/IHS Markit, or any other company so retained, is ordered to license, pursuant to agreement between Defendant and Polk/IHS Markit or such other company, and/or the Claim Administrator and Polk/IHS Markit or such other company, the Settlement Class Members' contact information to the Claim Administrator and/or Defendant solely for the use of providing Class Notice and for no other purpose.

17. Class Counsel and Defense Counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the

Settlement that are not materially inconsistent with this Order or the Settlement Agreement, including making, without further approval of the Court, non-material changes to the form or content of the long form Class Notice, postcard Class Notice, the Claim Form, and other exhibits that they jointly agree are reasonable or necessary.

18. Upon application by the parties, the deadlines set forth in this Order may be extended by order of the Court, without further notice to the Settlement Class. Settlement Class Members must check the Settlement Website regularly for updates and further details regarding extensions of these deadlines. The Court reserves the right to adjourn or continue the Final Fairness Hearing, and/or to extend the deadlines set forth in this Order, without further notice of any kind to the Settlement Class.

19. Any Settlement Class Member who wishes to be excluded from the Settlement Class must mail, by first-class mail postmarked no later than 30 days after the Notice Date, a written request for exclusion (“Request for Exclusion”) to (a) the Claim Administrator at the address specified in the Class Notice, (b) Russell D. Paul, Berger Montague PC, 1818 Market Street, Suite 3600, Philadelphia, PA 19103 on behalf of Class Counsel, and (c) Homer B. Ramsey, Shook, Hardy & Bacon L.L.P., 1 Rockefeller Plaza, Suite 2801, New York, NY 10020 on behalf of Defendant. To be effective, the Request for Exclusion must:

- a. include the Settlement Class Member's full name, address and telephone number;
- b. identify the model, model year and VIN of the Settlement Class Vehicle;
- c. state that he/she/it is or was a present or former owner or lessee of a Settlement Class Vehicle; and
- d. specifically and unambiguously state his/her/its desire to be excluded from the Settlement Class.

20. Any Settlement Class Member who fails to mail a timely and complete Request for Exclusion 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.

21. 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: (i) file any such objection, together with any supporting briefs and/or documents, with the Court either in person at the Clerk's Office of the United

States District Court for the District of New Jersey, located at the Mitchell H. Cohen Building & U.S. Courthouse, 4th & Cooper Streets, Camden, NJ 08101, or (ii) file same in this Action via the Court's electronic filing system, or (iii) if not filed in person or via the Court's electronic system, then, by U.S. first-class mail post-marked within the said 30-day deadline, mail the objection, together with any supporting briefs and/or documents, to the United States District Court for the District of New Jersey, Mitchell H. Cohen Building & U.S. Courthouse, 4th & Cooper Streets, Camden, NJ 08101, and also, by U.S. first-class mail post-marked within said deadline, serve same upon the following counsel for the Parties: Capstone Law APC, Attn: Cody Padgett, 1875 Century Park East, Suite 1000, Los Angeles, California 90067, on behalf of Plaintiffs, and Homer B. Ramsey, Shook, Hardy & Bacon L.L.P., 1 Rockefeller Plaza, Suite 2801, New York, New York 10020, on behalf of Defendant.

- b. Any objecting Settlement Class Member must include the following with his/her/its objection: (i) the objector's full name, address, and telephone number; (ii) the model, model year, and VIN of the Settlement Class Vehicle, along with proof that the objector has

owned or leased the Settlement Class Vehicle (i.e., a true copy of a vehicle title, registration, or license receipt); (iii) a written statement of all grounds for the objection accompanied by any legal support for such objection; (iv) copies of any papers, briefs, or other documents upon which the objection is based and are pertinent to the objection; (v) the name and address of any counsel representing said objector; (vi) a statement of whether the objecting Settlement Class Member intends to appear at the Final Fairness Hearing, either with or without counsel, and the identity(ies) of any counsel who will appear on behalf of the Settlement Class Member's objection at the Final Fairness Hearing; and (vii) a list of all other objections submitted by the objector, or the objector's counsel, to any class action settlements submitted in any court in the United States in the previous five years, including the full case name, the jurisdiction in which it was filed, and the docket number. If the Settlement Class Member or his/her/its counsel has not objected to any other class action settlement in the United States in the previous five years, he/she/it shall affirmatively so state in the objection.

- c. Subject to the approval of the Court, any Settlement Class Member 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, or to make any statement in favor of the settlement. 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 shall be deemed to have waived any objections to the



Settlement and any adjudication or review of the Settlement Agreement by appeal or otherwise.

22. In the event the Settlement is not granted final approval by this Court, or for any reason the parties fail to obtain a Final Order and 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. 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 Defendant, 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.

23. 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 Defendant and/or 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.

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

25. Based on the foregoing, the Court sets forth below the following schedule for the Final Fairness Hearing and the actions which must precede it. 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 and any pertinent dates and deadlines:

<b>Event</b>	<b>Deadline Pursuant to Settlement Agreement</b>
Notice shall be mailed in accordance with the Notice Plan and this Order	_____ [120 days after issuance of Preliminary Approval Order]
Class Counsel’s Fee and Expense Application and request for service awards for class representatives	_____ [144 days after issuance of Preliminary Approval Order]
Objection and Request for Exclusion deadline	_____ [150 days after issuance of Preliminary Approval Order; 30-days after the Notice Date]
Plaintiffs’ Motion for Final Approval of the Settlement	_____ [170 days after issuance of Preliminary Approval Order; 50-days after the Notice Date]

<p>Claim Administrator shall submit a declaration to the Court (i) reporting the names of all persons and entities that submitted timely and proper Requests for Exclusion; and (ii) attesting that Class Notice was disseminated in accordance with the Settlement Agreement and this Preliminary Approval Order.</p>	<p>_____ [170 days after issuance of Preliminary Approval Order; 50-days after the Notice Date]</p>
<p>Responses of any party to timely filed Objections or Requests for Exclusion</p>	<p>_____ [185 days after issuance of Preliminary Approval Order; 65-days after the Notice Date]</p>
<p>Any submissions by Defendant concerning Final Approval of Settlement</p>	<p>_____ [185 days after issuance of Preliminary Approval Order; 65-days after the Notice Date]</p>
<p>Final Fairness Hearing will be held at U.S. Courthouse, 4th &amp; Cooper Streets, Camden, NJ 08101, Courtroom 4D, Camden, NJ 08101 or by video conference as determined by the Court</p>	<p>_____ [a date on or after 215-days after issuance of Preliminary Approval Order; 30-days after Plaintiffs' filing of Final Approval Motion]</p>

26. The Court may modify the dates above if good cause exists, and the Court may adjourn the Final Fairness Hearing without further notice to Settlement Class Members; however, any changes to deadlines shall be posted on the Settlement Website.

27. Pending further order of the Court, all litigation activity and events, except those contemplated by this Order or in the Settlement Agreement, are hereby

STAYED, and all hearings, deadlines, and other proceedings in the Litigation, except the Final Fairness Hearing and the matters set forth in this Order, are VACATED.

SO ORDERED:

Date: \_\_\_\_\_

\_\_\_\_\_  
Honorable Edward S. Kiel  
United States District Judge

# EXHIBIT 5

The VIN list is approximately 997,359 lines long and the Parties will make a copy available to the Court at the Court's request. Class Members will be able to use a VIN lookup tool on the class settlement website.