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

LAURA SAMPSON, *et al.*, individually and on behalf of all others similarly situated, Plaintiffs, v. SUBARU OF AMERICA, INC., Defendant.	Case No. 1:21-CV-10284-ESK-SAK Motion Date: November 3, 2025

PLAINTIFFS' SUPPLEMENTAL SUBMISSION IN RESPONSE TO OBJECTIONS IN FURTHER SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR AN ORDER AND JUDGMENT GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT

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I. INTRODUCTION

Plaintiffs[1] submit this Response in further support of their Unopposed Motion for an Order and Judgment Granting Final Approval of Class Action Settlement pursuant to the schedule set forth in the Preliminary Approval Order (ECF No. 142), to address and rebut the five purported Objections to the Settlement. Specifically, the purported Objections include:

- Objection of Martin Rowley, ECF No. 145
- Objection of Catherine Eagle Stevens and husband Nicholas Alexander Greif, ECF No. 147
- Objection of Samuel Weiler, ECF No. 148
- Objection of Bronwyn Getts, ECF No. 149
- Objection of Nancy Graziani, ECF No. 151

For the reasons set forth in greater detail below, the Court should overrule the objections and issue an order approving the Settlement.

II. ARGUMENT

A. The Favorable Class Reaction Supports Final Approval

A "small number of objections by Class Members to the Settlement weighs in favor of approval." *In re Ins. Brokerage Antitrust Litig.*, 282 F.R.D. 92, 103 (D.N.J.

[1] The named Plaintiffs who are Parties to the Settlement Agreement, individually and as representatives of the Settlement Class, are Plaintiffs James Sampson, Janet Bauer, Lisa Harding, Barabara Miller, Shirley Reinhard, Celeste Sandoval, Xavier Sandoval, Danielle Lovelady Ryan, and Elizabeth Wheatley ("Plaintiffs"). "Parties" is defined as Plaintiffs and Defendant Subaru of America, Inc. ("Defendant" or "SOA"). Unless indicated otherwise, capitalized terms used herein have the same meaning as those defined by the Settlement Agreement, ECF No. 140-3.

2012) (citations omitted). As set forth in the Declaration of Lara Jarjoura of JND filed on September 17, 2025, the Settlement Administrator mailed the Court-approved Class Notice to approximately 5,049,923 Settlement Class Members. ECF No. 154-3, ¶ 10. Likewise, as set forth in the Jarjoura declaration, following the exclusion and objection deadline of August 28, 2025, JND Legal Administration received only 449 purported requests for exclusion. *Id.* at ¶¶ 26-27. This represents a mere 0.00889% of the 5,049,923 Settlement Class Members[2].

Similarly, objections to this settlement were one in a million. Of the 5,049,923 Settlement Class Members, only five submitted purported objections, representing a microscopic 0.00009901% of the 5,049,923. *Id.* at ¶ 29. The Class response has been overwhelmingly supportive.

The reaction here compares favorably to other settlements of this type approved by courts in this district. *See Yaeger v. Subaru of Am. Inc.*,, 2016 WL 4541861, at *9, *17 (D.N.J. Aug. 31, 2016) (finding favorable class reaction where 28 class members objected out of 665,730 class notices or 0.005% and 2,328 individuals (or 0.35%) opted out); *Skeen v. BMW of N. Am., LLC*, 2016 WL 4033969, at *8 (D.N.J. July 26, 2016) (finding favorable class reaction when 123 out of

[2] The exclusions received by JND to date are attached as exhibits to Defendant's Response to Objections and Requests for Exclusion. *See* ECF 155-1 through 155-22. At least eighteen days prior to the Final Fairness Hearing, the Claims Administrator will report to the Court and Counsel the names and VINs of all persons and entities requesting exclusion.

186,031 recipients of class notices opted out, and 23 submitted objections); *Henderson v. Volvo Cars of N. Am.*, 2013 WL 1192479, at *8 (D.N.J. Mar. 22, 2013) (finding favorable class reaction where 47 out of 94,992 potential class notice recipients opted out and 12 objected).

The reaction also compares favorably to class member reactions to other automotive settlements approved by federal courts. *See, e.g.*, *Eisen v. Porsche Cars N. Am., Inc.*, 2014 WL 439006, *5 (C.D. Cal. Jan. 30, 2014) ("Although 235,152 class notices were sent, 243 class members have asked to be excluded, and only 53 have filed objections to the settlement[]"); *Milligan v. Toyota Motor Sales, U.S.A., Inc.*, 2012 WL 10277179, *7-8 (N.D. Cal. Jan. 6, 2012) (finding favorable reaction where 364 individuals opted out [0.06%] and 67 filed objections [0.01%] following a mailing of 613,960 notices); *Browne v. Am. Honda Motor Co.*, 2010 WL 9499072 *14-15 (C.D. Cal. July 29, 2010) (finding favorable class reaction where, following a mailing of 740,000 class notices, 480 (0.65%) opted out and 117 (0.16%) objected).

The reaction of Class Members supports final approval. *See In re Rite Aid Corp. Sec. Litig.*, 396 F.3d 294, 305 (3d Cir. 2005) ("such a low level of objection is a 'rare phenomenon'").

B. The Court Should Overrule Objections Made by Settlement Class Members

Only five objections have been filed by Settlement Class Members,

representing 0.000009901% of the Settlement Class. Of that miniscule amount, over half failed to comply with the requirements approved by the Court for valid objections. Even were the substance of all five objections considered, they are all meritless and must fail. The objections can be generally classified into three categories: (1) objections based on the Settlement's Warranty Extension; (2) objections based on the Settlement's out-of-pocket reimbursements and overall recovery; and (3) objections to attorneys' fees and Class Representative service awards.

None of the objections provide any valid grounds to deny approval or grounds to ignore the overwhelming majority of Settlement Class Members who approve of this settlement. For the reasons discussed in greater detail below, the Court should overrule all these objections to the Settlement.

1. The Court Should Overrule the Objections That Are Invalid

In the Preliminary Approval Order (ECF No. 142), the Court clearly specified the requirements for making objections. *Id.* at ¶ 21. The Class Notice also enumerated the requirements for objections. ECF No. 140-6, ¶ 16. Three of the objectors did not provide the required information to make a valid objection. First, this includes Objector Rowley, whose objection does not include proof of his current/former ownership or lease of a Class Vehicle; does not include the model year or VIN of any Class Vehicle he owned/leased; does not specify if he has

objected to other class settlements within the past five years; and does not include his phone number. ECF No. 145. Second, this also includes Objector Weiler, whose objection does not include the VIN or model year of any Class Vehicle he owned/leased and does not include proof of his current or former ownership/lease of a Class Vehicle. ECF No. 148. Third, this also includes Objector Graziani, whose objection does not specify if she has objected to other class settlements within the past five years. ECF No. 151.

These three objections fail to follow the clear requirements for making objections and should be overruled on this basis alone. The substance of the objections also lack merit, as discussed below.

Further, another objector includes her husband in her objection. *See* ECF No. 147. However, Objector Stevens alone is a Settlement Class Member as she is listed as the registered owner of the Class Vehicle. Her husband is not a Settlement Class Member. It is well settled that those individuals who are not Settlement Class Members lack standing to object to the Settlement. *See* Fed. R. Civ. P. 23(e)(5)(A) ("Any *class member* may object to the proposal if it requires court approval under this subdivision (e)") (emphasis added); *Landsman & Funk, P.C. v. Skinder-Strauss Assocs.*, 2015 WL 2383358, *2 (D.N.J. May 18, 2015), *aff'd,* 639 Fed. App'x 880 (3d Cir. 2016) (finding that "the Objectors lack standing to object because they are not members of the class"). Significantly, "[a]s Rule 23 confers the right to object

upon class members, the Rule itself does not confer standing upon nonclass members." 4 Newberg & Rubenstein, *Newberg on Class Action* § 13:22 (6th ed., Nov. 2023 Update) (collecting cases). Thus, "[c]ourts regularly find that nonclass members have no standing to object to a proposed settlement or the notice thereof." *Id.*

2. The Court Should Overrule the Objections Based on the Warranty Extension

Several objections are based on the Warranty Extension and its 48,000 mile or 48-month length for coverage.[3] Objectors either complain about having *any* warranty expiration based on time or miles or would like some unidentified lengthier extension because, according to them, no defect has manifested or may not manifest before the extended warranty expires. For example, one objector simply contends there should be no expiration date and complains about warranties generally having expirations, "[s]afety should not have an expiration date." ECF No. 151. Another objector bemoans that he wants a permanent fix and complains the extended warranty is not long enough for older class vehicles whose original warranty may have already expired. ECF No. 149. Another contends that he already purchased an extended warranty, that he gets no additional benefit, and that "many of the covered vehicles have already timed out of the 4 year date." ECF No. 145. However, "nothing

[3] *See, e.g.*, ECF No. 145 (Rowley Objection); ECF No. 149 (Getts Objection); ECF No. 151 (Graziano Objection 151); ECF No. 147 (Stevens Objection).

persuasive at all has been put before the Court to show that the year and mileage restrictions negotiated here are in any way inadequate or unfair, or the result of anything other than good faith negotiation between counsel with expansive experience in this practice area." *Oliver v. BMW of N. Am., LLC*, 2021 WL 870662, *6 (D.N.J. March 8, 2021).

As a general matter, these objections amount to little more than second-guessing of the parties' determination that a 48-month/48,000-mile warranty extension[4] is fair in light of the risks of further litigation. This cannot serve as a basis for sustaining an objection, since objectors could simply have opted out if they disagree with the coverage period. *See Alin v. Honda Motor Co.*, 2012 WL 8751045, *15 (D.N.J. Apr. 13, 2012) ("It was reasonable to exclude older, more traveled vehicles from coverage, and these objectors are free to opt out of the settlement and pursue new litigation if they so desire."). "The possibility that the settlement does not provide for a payout to every conceivable class member who in some way may have been affected by the purported defect does not establish that the settlement is unfair or unreasonable." *Asghari v. Volkswagen Grp. Of Am., Inc.*, 2015 WL 12732462, *22 (C.D. Cal. May 29, 2015)) (internal brackets and quotation marks

[4] Also under the Settlement, if a Settlement Class Vehicle's Warranty Extension time period has already expired as of the Notice Date, then for that Settlement Class Vehicle, the time limitation of the Warranty Extension will be extended until four months from the Notice Date. Settlement Agreement § II.A., ECF No. 140-3. The Warranty Extension is also fully transferable to subsequent owners. *Id.*

deleted).

There is nothing unusual about extending warranty coverage based on a reasonable length, as "[o]ther courts have upheld similar class action settlements which place age and mileage restrictions" for benefits. *Sadowska v. Volkswagen Grp. of Am., Inc.*, 2013 WL 9600948, *6 (C.D. Cal. Sep. 25, 2013) (overruling objection that extended warranty benefit for CVT transmission offered by the settlement is insufficient). "That certain objectors would want additional miles or additional years does not mean that the resolution reached is unreasonable; instead, it is the product of negotiation." *Oliver*, 2021 WL 870662, at *6; *see In re Nissan Radiator/Transmission Cooler Litig.*, 2013 WL 4080946, at *12 (S.D.N.Y. May 30, 2013) ("negotiating a cut-off at some point was necessary and is reasonable because settlement is the result of compromise."). Indeed, an overarching principle is that settlement involves some line-drawing. *See Alin*, 2012 WL 8751045, at *12 ("The largest category of objections comes from customers whose cars were too old, or had too many miles to be eligible for recovery according to the lines drawn in the agreement. But lines must be drawn somewhere."). Further, "it is not the role of the Court to determine where the cut-off should be and impose that line on the parties." *In re Nissan Radiator/Transmission Cooler Litig.*, 2013 WL 4080946, at *12.

Without reasonable limitations, Defendant would need to insure, in perpetuity, parts that normally break down after years of use. *See Alin*, 2012 WL

8751045, at *15 ("The parties weighed the obligation to cover those damages against the reality that Honda cannot act as a perpetual insurer for all compressor breakdowns, and they ultimately settled on a sliding scale that ends at eight years and 96,000 miles. . . . It was reasonable to exclude older, more traveled vehicles from coverage . . . ."); *see Eisen*, 2014 WL 439006, at *7 (noting that negotiations on issues such as these must by their nature include reasonably negotiated eligibility limitations).

Furthermore, given the age of the Settlement Class Vehicles and the nature of the alleged violations, many Class Members are unlikely to have individual claims. Thus, the choice for most Class Members is between participating in this Settlement or opting out and having no ability to obtain relief. This Settlement, which offers the possibility that many Class Members will receive a benefit, should not be disapproved simply because others who cannot meet objective eligibility requirements for benefits also release their claims. *See Henderson*, 2013 WL 1192479 (releasing all class members' claims regarding a transmission defect, even though the settlement only provides benefits for vehicles that exhibited problems within 100,000 miles); *see also Aarons v. BMW of N. Am., LLC*, 2014 WL 4090564, at *11-12 (C.D. Cal. Apr. 29, 2014), (approving settlement releasing transmission-related claims of owners who may not qualify for any compensation).

In short, "time/mileage limitations are inherent to automotive settlements that

are regularly approved by courts, and the limitations here represent a compromise that was negotiated at arms'-length through a venerated mediator by experienced counsel after extensive discovery and consultation with their experts." *Seifi v. Mercedes-Benz USA, LLC*, 2015 WL 12964340, at *2 (N.D. Cal. Aug. 18, 2015) (collecting cases approving settlements with time/mileage limitations). The Extended Warranty specifications provided by the Settlement are the product of intensive arms'-length negotiations and represent a reasonable compromise.

Considering the risks of further litigation to establish a defect and damages, Objectors' demand for unrestricted benefits should be overruled.

3. The Court Should Overrule the Objections to the Sufficiency of Reimbursement or Overall Recovery Under the Settlement

Several objections contend that the Settlement does not provide sufficient relief through reimbursement, vaguely contending it does not hold Defendant accountable enough or does not cover all damages that could conceivably be correlated with the alleged EyeSight system defect.[5] They complain about the amount of reimbursement or the definition of Covered Repair is too narrow, and there should be unlimited, free diagnostic inspections. They also complain about the documentation required for reimbursement. However, settlements are by definition

[5] *See, e.g.*, ECF No. 147 (Stevens Objections); ECF No. 148 (Weiler Objection); ECF No. 149 (Getts Objection); ECF No. 151 (Graziani Objections).

the product of compromise, and "[c]omplaining that the settlement should be 'better' is not a valid objection." *Henderson*, 2013 WL 1192479, at *9 (citations omitted); *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1027 (9th Cir. 1998) (The possibility "that a settlement could have been better … does not mean the settlement presented was not fair, reasonable or adequate.") Such objections to reimbursement amounts or the relief afforded here do not provide a sufficient basis for denial of the Settlement. "While each individual class member has a desire for greater relief, the Court's inquiry turns on whether the terms of the settlement are fair, reasonable and adequate, [citation omitted], and not whether each class member gets everything he or she desires." *Alin*, 2012 WL 8751045, at *14.

Courts have regularly rejected challenges to a settlement's reimbursement amounts or complaints that not all damages are reimbursed. *See Dickerson v. York Int'l Corp.*, 2017 WL 3601948, at *9 (M.D. Pa. Aug. 22, 2017) (The argument that "the settlement is unreasonable for failure to reimburse [plaintiffs] 100 percent of their out-of-pocket costs. . . fundamentally misapprehends the bargained-for nature of the benefit provided: a settlement necessarily requires all parties to make calculated concessions. . . . These [negotiated] amounts were the result of intense and informed negotiations with the assistance of the mediator. In view of the risks of proving liability and causation, these awards are quite reasonable."); *Henderson*, 2013 WL 1192479, at *8-9 ("[S]everal objectors indicate their disappointment with

the agreed-upon reimbursement rates or relief. . . . The objections submitted by Class Members do not show that the Settlement is unreasonable or unfair. 'This Court's role is to determine whether the proposed relief is fair, reasonable and adequate, not whether some other relief would be more lucrative to the Class. A settlement is, after all, not full relief but an acceptable compromise.'") (citations omitted).

Moreover, "full compensation is not a prerequisite for a fair settlement." *Alin*, 2012 WL 8751045, at *14. An objection that seeks all damages and costs or expects total reimbursement does not take into account that "'[s]ettlements are private contracts reflecting negotiated compromises,' including the elimination of risk for both parties associated with litigation, and they need not be 'the fairest possible resolution.'" *Skeen*, 2016 WL 4033969, at *12 (quoting *In re Baby Prods. Antitrust Litig.*, 708 F.3d 163, 174 (3d Cir. 2013)). As set forth in Plaintiffs' brief supporting final approval (ECF No. 154-1, at 30-34), the risks of establishing liability and damages based on an alleged EyeSight system defect are quite substantial. Continued litigation may result in a battle of scientific experts that would be expected to provide complex damage testimony, as establishing damages on a class-wide basis would prove difficult. The expense, and uncertainty, attendant with such complex matters counsel in favor of compromise. Despite these challenges, Plaintiffs, through this Settlement, secured class wide relief that directly addresses the harm alleged. Thus, those objections that demand "better" relief—should be

overruled.

To be sure, the Court cannot impose a "better settlement," as the court "does not have the power to alter the terms of the proposed settlement." *Yaeger*, 2016 4541861, at *17. The Court's duty is to "approve the settlement, taking all relevant facts and circumstances into account" or "reject the proposed settlement and put the case back on the litigation track." *Id*. Plaintiffs respectfully submit that the proposed Settlement should be finally approved, as the terms are clearly fair, reasonable, and adequate, and this is especially so in light of both the significant risks of further litigation and the low number of objections and opt-outs.

Further, the Parties are entitled to structure the Settlement to avoid its being "highly impractical to administer." *Asghari*, 2015 WL 12732462, at *27 (holding that the parties are entitled to "negotiate compensation for actual repairs and other 'concrete, provable costs'" that can be administered in a practicable way). Objection to the standard and objective criteria regarding proof of repair should be overruled. In contrast, an approach lacking any documentation would create nearly insurmountable administrative burdens. Instead of submitting a claim form with objective criteria, Class Members would have to submit sworn written statements that reconstruct the events giving rise to claims for reimbursement. This process would exacerbate proof problems and possibly increase the likelihood of fraud. The Settlement cannot be found to be unfair because the Parties chose a more manageable

solution that reduces the potential for fraud. *See Keegan v. Am. Honda Motor Co., Inc.*, 2014 WL 12551213, at *15 (C.D. Cal. Jan. 21, 2014) (observing that settlements requiring documentary proof for claims are frequently approved "given the defendant's need to avoid fraudulent claims"). Such an objection to documentation is meritless and fails to show the settlement is unfair or unreasonable. *See Henderson*, 2013 WL 1192479, *8 (rejecting objections, including an objection to "the requirements for documentation on claims made" and finding "[t]he objections submitted by Class Members do not show that the Settlement is unreasonable or unfair.")

As such, these objections are without merit and the objectors could have easily opted out of the Settlement if they believed they entitled to something other than the very substantial benefits that this Settlement provides.

4. The Court Should Overrule Objections to the Attorneys' Fees and Class Representative Service Awards

A scant three objectors, out of a settlement of 5,049,923 Settlement Class Members, have objected to the attorney fee award, claiming there are disproportionate attorneys' fees based on their unsupported view that the benefits of the settlement are minimal.[6] There is only one objection to the Class Representative

[6] *See* ECF No. 147 (Stevens Objection); ECF No. 149 (Getts Objection); ECF No. 151 (Graziani Objection).

service award, contending the $5,000 service award is too low.[7] Neither contention has merit and these objections must be overruled. "As numerous district courts have held, the dearth of objections 'strongly supports approval of the requested fee.'" *Granillo v. FCA US LLC*, 2019 WL 4052432, *9 (D.N.J. Aug. 27, 2019).

Critically here, an important consideration in analyzing the nature of the settlement and fees is the provision that any award of attorneys' fees and costs is wholly separate and apart from the relief provided to the Settlement Class. "Only after agreeing to the structure and material terms for settlement of the Class claims, the Parties negotiated, and ultimately agreed upon an appropriate request for service awards and Plaintiffs' attorneys' fees and expenses." ECF No. 146-1 at 12; ECF No. 146-3, ¶ 16. Thus, the relief to the Settlement Class will not be reduced by an award of attorneys' fees and costs. "Notably, the Supreme Court has recognized a preference for allowing litigants to resolve fee issues through agreement, stating '[a] request for attorney[s'] fees should not result in a second major litigation. Ideally, of course, litigants will settle the amount of a fee.'" *Granillo*, 2019 WL 4052432, at *2 (quoting *Hensley v. Eckerhart*, 461 U.S. 424, 437 (1983). The parties did just that, they "negotiated the attorneys' fees, expenses, and service awards at arms' length and reached an agreement regarding these terms only after they had agreed upon all other material terms of the Settlement." ECF No. 146-3, ¶ 16. The fees are paid

[7] *See* ECF No. 148 (Weiler Objection).

separately from the Class relief. ECF No. 140-3, Settlement Agreement § VIII.C. Therefore importantly, any reduction in fees and cost will not benefit the Settlement Class but instead will be retained by Defendant. *Id.*

Moreover, "[i]n this district, courts routinely approve agreed-upon attorney's fees when the amount is independent from the class recovery and does not diminish the benefit to the class." *Oliver*, 2021 WL 870662, at *10 (collecting cases). This is because, "[w]here the attorneys' fees are paid independent of the award to the class, the Court's fiduciary role in overseeing the award is greatly reduced because there is no potential conflict between the attorneys and class members." *Id.* In this regard, although three objectors attempt to object to Plaintiffs' request for attorneys' fees and one questions the service award amount, these objectors lack standing to do so. A "class member must be 'aggrieved' by the fee award in order to have standing to challenge it." *Glasser v. Volkswagen of Am., Inc.*, 645 F.3d 1084, 1088 (9th Cir. 2011). If "modifying the fee award would 'not actually benefit the class member,' the class member lacks standing because his challenge to the fee award cannot result in redressing any injury." *Id.* (quoting *Knisley v. Network Assocs., Inc.*, 312 F.3d 1123, 1126 (9th Cir. 2002)). When fees are not paid out of a common fund, class members would only have standing if there were allegations of collusion—that "class counsel might obtain an excessive fee award as part of a deal to accept an inadequate settlement for the class." *Id.* (quoting *Lobatz v. U.S. W. Cellular of*

California., Inc., 222 F.3d 1142, 1146 (9th Cir. 2000)). Otherwise, class members do not have standing to challenge fees paid separately by the defendant from the class relief. *Id.*

None of the objectors allege collusion between Class Counsel and Defendant to reduce the settlement. Nor could they, as the relief was negotiated separately, after the Parties agreed on terms for the substantial Class relief following mediation. Acceding to the scant complaints about the fees, even if valid (and they are not), would not benefit Class Members in any way. Objectors therefore lack Article III standing to object, and their objections should be disregarded.

Were the Court inclined to consider the substance, the objections to fees fare no better. Class Counsel seeks $2.5 million in fees and expenses. As Class Counsel have incurred $71,881.33 in properly documented expense for the common benefit of Class Members, ECF No. 146-3, ¶ 34, Class Counsel therefore requests fees in the amount of $2,428,118.67. Objector Graziani generally objects to the request for attorneys' fees and costs because it "seem[s] disproportionate to the relief being offered to the class." ECF No. 151. Objector Getts contends "Class counsel seeks $2.5 million in fees despite the minimal recovery available to most members" and wants complete contemporaneous billing records. ECF No. 149. Objector Stevens bemoans the attorneys' fees and claims "[y]et many class members will receive nothing unless they have documentation of a qualifying Covered Repair." ECF No.

147. She also raises the *Bluetooth* factors from *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935 (9th Cir. 2011). *Id.*

These contentions regarding disproportionate fees have no merit. The settlement provides for a strong warranty extension, constituting a robust 33% extension of the original NVLW period from 3 years/36,000 miles to 4 years/48,000, covering 75% of the cost of repair, and it also includes a 75% reimbursement of qualifying out-of-pockets costs for Covered Repairs, a result that could only be matched if Plaintiffs won on liability and then garnered a near-complete victory for Plaintiffs and the Class in proving damages after the delay and expense of a full trial. To assess the value of such a settlement, courts "have determined the potential value of a settlement involving non-monetary benefits such as automotive warranties by multiplying the total number of vehicles at issue, in this case [3,364,708], times the estimated value of the extended warranty." *Granillo*, 2019 WL 4052432, at *9 (citing cases). Even using a conservative $25 per-vehicle proxy multiplied by 3,364,708 Settlement Class Vehicles, the implied value of the extended warranty exceeds $84 million, before any reimbursements, placing the $2.5 million request comfortably below 3% of the settlement value.

The requested fees decidedly are not disproportionate, and the case law cited by the objectors is not availing either. *In re Gen. Motors Corp. Pick-Up Truck Fuel Tank Prods. Liab. Litig.*, 55 F.3d 768, 803 (3d Cir. 1995), cited by Objector Getts,

is utterly distinguishable. *General Motors* was a coupon settlement involving only non-cash relief where "owners received a coupon whose value could only be realized by purchasing a new truck." *Id.* That supposed class relief pales in comparison to the robust settlement benefits here, including 75% reimbursement of the paid out-of-pocket cost of a past repair and a very substantial Warranty Extension. These are true benefits overwhelmingly approved by a Settlement Class of over five million members. The Ninth Circuit decision in *Bluetooth* is also not availing. *Bluetooth* included a settlement that provided no monetary relief, had a "clear sailing" provision where the defendants agreed not to contest an award of attorneys' fees totaling eight times the *cy pres* award, and had a kicker or reverter clause on fees. Here, neither the Parties' "clear sailing" agreement regarding reasonable attorneys' fees/expenses, nor anything else, raises any concerns under *Bluetooth*. The issue of fees and expenses was not even discussed, let alone agreed, until after the Parties had reached agreement on the material terms of the Settlement. Further, the Settlement provides for monetary reimbursement, Class Counsel do not seek a disproportionate share of fees, and there is no "reverter" of unclaimed funds to Defendant, as the Settlement here does not provide for a common fund. Rather, the Settlement was negotiated vigorously and at arm's-length after mediation before a highly respected and experienced neutral, and the "clear sailing" fee/expense agreement, negotiated thereafter, avoids a potential "second major litigation" on

attorneys' fees and its attendant burdens upon the parties and Court. *See Hensley*, 461 U.S. at 437 ("A request for attorney's fees should not result in a second major litigation."); *In Re MyFord Touch Consumer Litig.*, 2019 WL 1411510, *7 (N.D. Cal. March 28, 2019) (approving settlement with a "clear-sailing provision" partly because agreement reached under the auspices of an experienced mediator).

Lastly, to the extent an objector complained of the Class Representative service awards amount as too low (ECF No. 148), there is no standing to challenge the separately negotiated service awards as discussed above. Moreover, the amount of the service awards reflects an agreement between the parties in which the Class Representative themselves have agreed to such amount. The $5,000 amount of the awards is commensurate with that awarded in other class actions, including consumer class actions alleging auto defects, and is fair and reasonable. *See, e.g.*, *Rieger v. Volkswagen Grp. of Am., Inc.*, 2024 WL 2207439, *9 (D.N.J. May 16, 2024) (service award of $5,000 each); *Granillo*, 2019 WL 4052432, at *12 (same).

For all the reasons discussed above, as well as the briefing in support of final approval and the fees, expenses, and Class Representative service awards (ECF Nos.154-1, 146-1), the objections lack merit and should be overruled.

III. CONCLUSION

For the foregoing reasons, the Court should overrule the objections and enter the proposed Order Granting Final Approval of the Class Action Settlement.

Dated: October 2, 2025

Respectfully submitted,

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