

Khona, et al., v. Subaru of America, Inc.

United States District Court for the District of New Jersey,
Case No. 1:19-cv-09323-RMB-AMD

If you own or lease, or previously owned or leased, a 2015 or 2016 Subaru Outback or Legacy with the features described in Section 5 of this Notice, a proposed class action settlement may affect your rights.

A Federal Court authorized this Notice. This is not a solicitation from a lawyer.

- The parties are seeking court approval of a proposed class action settlement further extending the warranty for any genuine Subaru original windshield (“Original Windshield”) manifesting cracks or breakage originating in or passing through the de-icer region (the “Condition”) in certain model-year 2015 and 2016 Subaru Outback and Legacy vehicles (the “Settlement Class Vehicles”) that were subject to a prior warranty extension, and providing for other relief.
- Under the proposed Settlement, SOA is further extending the warranty for the Original Windshields in the Settlement Class Vehicles from the previous extension of 5 years/unlimited miles to 8 years/unlimited miles (“Warranty Extension”), with each Settlement Class Vehicle eligible for one windshield replacement of the Original Windshield that manifests the Condition.
- Additionally, if you paid out-of-pocket to have your Original Windshield replaced due to the Condition but did not previously obtain reimbursement for your out-of-pocket costs, you may be eligible for reimbursement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You may:	Summary:	Read more:	Deadline:
Do nothing	You are included in the Settlement Class and effective the date of this Notice will automatically receive the further extension of the warranty for the Original Windshields in the Settlement Class Vehicles from the previous extension of 5 years/unlimited miles to 8 years/unlimited miles. You will also be eligible for reimbursement of out-of-pocket costs paid by you to repair or replace an Original Windshield if you submit a Claim Form and qualify, and the Settlement is finally approved.	Page: 5	N/A
Submit a Claim Form	If you paid to have an Original Windshield repaired or replaced as the result of the Condition, you may submit a Claim Form seeking reimbursement.	Page: 6	Submit Claim Form by: April 23, 2021
Exclude yourself from the Settlement	Ask to get out of the Settlement. You will not be eligible to participate in the reimbursement program, but will keep your right to file your own lawsuit against Subaru.	Page: 7	Exclusion requests postmarked by: May 14, 2021
Object to the Settlement	Remain a Class Member and tell the Court what you do not like about the Settlement. You will still be bound by the Settlement if the Court approves it.	Page: 8	Objections filed by: May 14, 2021

Settlement benefits are subject to the Court’s final approval of the Settlement

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.

Questions? Visit www.windshields.settlementclass.com or call toll-free at 1-844-924-0854.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION

- 1. Why is there a Notice?3
- 2. What is this lawsuit about?3
- 3. Why is this a class action?4
- 4. Why is there a settlement?4

WHO IS IN THE SETTLEMENT?

- 5. How do I know if I am in the Settlement?4
- 6. What if I am still not sure if I am included in the Settlement?5

THE SETTLEMENT BENEFITS—WHAT YOU GET

- 7. What does the Settlement provide?5
- 8. What am I giving up to stay in the Settlement Class?6

EXCLUDING YOURSELF FROM THE SETTLEMENT

- 9. How do I get out of the Settlement?7
- 10. If I don't exclude myself, can I sue the Defendant for the same thing later?7
- 11. If I exclude myself, can I still receive benefits?7

OBJECTING TO THE SETTLEMENT

- 12. How can I tell the Court if I do not like the Settlement?8
- 13. What is the difference between objecting and excluding?8

THE LAWYERS REPRESENTING YOU

- 14. Do I have a lawyer in this case?9
- 15. How will the lawyers be paid?9

THE COURT'S FAIRNESS HEARING

- 16. When and where will the Court decide whether to approve the Settlement?9
- 17. Do I have to come to the hearing?9
- 18. May I speak at the hearing?10

GETTING MORE INFORMATION

- 19. How do I get more information?10

Questions? Visit www.windshields.settlementclass.com or call toll-free at 1-844-924-0854.

BASIC INFORMATION

1. Why is there a Notice?

This Notice applies to current and former owners and lessees of a “Settlement Class Vehicle,” which is 2015 or 2016 Subaru Outback or Legacy vehicles sold or leased in the United States with Original Windshields that are subject to Service Bulletin 12-192-15, as described in Section 5 below.

This Notice was mailed to alert you to a proposed settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the Settlement.

This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of this case is the United States District Court for the District of New Jersey, and the case is known as *Khona, et al., v. Subaru of America, Inc.*, Case No. 1:19-cv-09323-RMB-AMD (D.N.J.). The people who sued are called the Plaintiffs, and the company they sued, Subaru of America, Inc. (“Subaru”), is called the Defendant.

2. What is this lawsuit about?

The lawsuit alleges that Subaru sold certain 2015 and 2016 Subaru Outback and Legacy vehicles without disclosing that the vehicles contain one or more alleged design and/or manufacturing defects that can cause their windshields to develop cracks originating in or passing through the de-icer region, as described in Service Bulletin 12-192-15 (the “Condition”). During the windshield glass manufacturing process, certain compounds used to adhere the de-icer to the lower portion of the Original Windshield had the potential to create a Condition where the glass could become more susceptible to cracking following a minor wound to the glass due to some outside force such as a stone impact. If this Condition occurs, the damage to the glass generally appears to be very minor (or may even be invisible) but the glass may crack as a result. If the crack originates or passes through the de-icer (lower) area of the windshield, then this Condition may be the cause. It is Subaru’s position that damage to other areas of the windshield, regardless of the cause, does not result from a manufacturing defect and consequently is not eligible for coverage either under the original limited warranty or under the extended warranty described later in this Notice. In addition, only genuine Subaru original or replacement windshields are eligible for warranty coverage.



NOTE: The illustration shows the windshield as viewed from the **OUTSIDE** of the vehicle.

Questions? Visit www.windshields.settlementclass.com or call toll-free at 1-844-924-0854.

Subaru previously extended the warranty for the genuine Subaru Original Windshield on the Class Vehicles for damage caused by the Condition to five (5) years/unlimited miles and offered reimbursement for out-of-pocket costs incurred by any vehicle owner or lessee who paid to replace his or her Original Windshield. Under the Settlement, Subaru has agreed to further extend the warranty on the Original Windshields to eight (8) years/unlimited miles and to provide reimbursement for any repair or replacement of an Original Windshield during the durational limits of the Warranty Extension (*i.e.*, within the first eight years) subject to the limits in Section 7 below. Subaru has introduced an enhanced windshield to resolve customer issues (“Enhanced Windshields”). Subaru denies that it did anything wrong.

3. Why is this a class action?

In a class action, one or more people, called “Class Representatives,” sue on behalf of people who have similar claims. All these people are in a “Settlement Class” or “Settlement Class Members,” except for those who exclude themselves from the Settlement Class. U.S. District Court Judge Renee Marie Bumb of the United States District Court for the District of New Jersey is in charge of this class action.

4. Why is there a settlement?

The parties on both sides decided that a settlement was a better solution than the uncertainty and expense of litigation. Plaintiffs and their counsel believe that the proposed Settlement Agreement is fair and reasonable and in the best interests of all the potential members of the Settlement Class.

WHO IS IN THE SETTLEMENT?

To see if you will benefit from this Settlement, you must first decide if you are a Settlement Class Member.

5. How do I know if I am in the Settlement?

You have been sent this Notice because you have been identified as a potential Class Member based on your Vehicle Identification Number (“VIN”). Everyone who fits this description is a Settlement Class Member:

2015 Subaru Outback and Legacy Owners and Lessees

All persons or entities who own or lease, or previously owned or leased, a 2015 Subaru Outback or Legacy with the All-Weather Package in the continental United States, whose vehicles still have their Original Windshields, or who have paid out-of-pocket costs for replacement of their Original Windshields manifesting the Condition but have not previously obtained reimbursement.

Questions? Visit www.windshields.settlementclass.com or call toll-free at 1-844-924-0854.

2016 Subaru Outback and Legacy Owners and Lessees

All persons or entities who own or lease, or previously owned or leased, a 2016 Subaru Outback or Legacy with the All-Weather Package, with a VIN lower than the specified VINs in the below table, in the continental United States, whose vehicles still have their Original Windshields, or who have paid out-of-pocket costs for replacement of their Original Windshields manifesting the Condition but have not previously obtained reimbursement. To determine if you are below the specified VIN, refer to the last seven digits of your VIN.

Model/Year	Have Eyesight?	You Are a Class Member if Your VIN is Lower Than:
2016 Legacy	Yes	G3011247
2016 Legacy	No	G3006359
2016 Outback	Yes	G3222455
2016 Outback	No	G3210476

Excluded from the Settlement Class are: (1) Subaru, any entity or division in which Subaru has a controlling interest, and its legal representatives, officers, directors, assigns, and successors; (2) the Judge to whom this case is assigned and the Judge’s staff; and (3) any persons who have suffered personal injuries as a result of the alleged windshield defect.

6. What if I am still not sure if I am included in the Settlement?

If you are not sure whether you are included, you can ask for free help. You can call the Settlement Administrator, JND Legal Administration, at 1-844-924-0854. You can also contact Class Counsel listed in Section 14 of this Notice.

THE SETTLEMENT BENEFITS—WHAT YOU GET

7. What does the Settlement provide?

Effective on the date of this Notice, Subaru is further extending the warranty for the Original Windshields in the Settlement Class Vehicles from the previous extension of 5 years/unlimited miles to 8 years/unlimited miles, with each Settlement Class Vehicle limited to one free windshield replacement of the Original Windshield.

Additionally, if you paid to have your Original Windshield replaced due to the Condition, you may be eligible for reimbursement of out-of-pocket expenses you paid to an authorized Subaru retailer, an authorized Subaru repair facility, or a third-party aftermarket repair provider. Reimbursement is limited to necessary, documented out-of-pocket costs for replacement of an Original Windshield manifesting the Condition, including but not limited to costs associated with recalibration of Eyesight. In the case of a repair performed by a third-party aftermarket repair provider, any third-party repair must have occurred either: (a) after the prior warranty extension had expired but before the new warranty extension began, or (b) before the prior warranty extension expired provided that the Settlement Class Member presented

Questions? Visit www.windshields.settlementclass.com or call toll-free at 1-844-924-0854.

his/her/its vehicle to and was denied coverage by an Authorized Subaru Retailer or an authorized Subaru repair facility. If you have been previously reimbursed by Subaru, a Subaru retailer, or your insurance provider for partial coverage of this repair, only the portion that you have paid out-of-pocket is eligible for reimbursement. You are not eligible to recover any repair costs previously reimbursed by any third party, including Subaru, Subaru Added Security, other extended warranty providers, an authorized Subaru retailer, or your insurance provider.

It is important to take your vehicle to an authorized Subaru Retailer or repair facility for windshield repairs going forward. You may not recover the costs of repair charged by a third-party repair shop (i.e., a facility other than an Authorized Subaru Retailer or repair facility) for an otherwise valid reimbursement claim if the repair is conducted after February 7, 2021.

Chip repairs are not eligible for reimbursement under the terms of this warranty extension. It is Subaru's position that damage resulting in a chip (only) does not result from a manufacturing defect and consequently these are not eligible for coverage either under the original limited warranty or under the extended warranty described in this Notice.

To apply for reimbursement, complete the Claim Form included with this Notice or visit the Settlement Website at www.windshields.settlementclass.com where you may file a claim online or download a copy of the Claim Form. A copy of the Claim Form can also be obtained by contacting Class Counsel. **You must attach a copy of the receipt or invoice for the repair, which must show your vehicle model, vehicle identification number (VIN), the name and address of the facility that completed the repair, the cost of the repair (parts and labor), and the date the work was completed. You must also attach proof of payment, such as an invoice stamped paid, a copy of the canceled check, bank statement, cash receipt, or credit card receipt showing that you paid for the repair.**

Your request for reimbursement must be submitted online or postmarked by no later than **April 23, 2021**. Ensure your request includes all necessary documents to avoid any delays in processing and reimbursement. Address Claim Forms submitted by mail as follows: Subaru Windshield Settlement, c/o JND Legal Administration, P.O. Box 91088, Seattle, WA 98111. **Please allow 6-8 weeks for the reimbursement to be processed.**

If you need additional assistance, or if you believe that you have been improperly denied reimbursement or warranty coverage for an Original Windshield that you believe manifested the Condition, please contact the Settlement Administrator by any of the following means:

- By mail: Subaru Windshield Settlement
c/o JND Legal Administration
P.O. Box 91088
Seattle, WA 98111
- By e-mail: info@windshields.settlementclass.com
- By telephone: 1-844-924-0854 (Monday through Friday, 10 a.m. to 7 p.m. ET)

8. What am I giving up to stay in the Settlement Class?

Unless you exclude yourself from the Settlement, you give up the right to sue Subaru, or be part of any other lawsuit against Subaru, about the legal issues in this case. It also means that all of the decisions of the Court will bind you. The Settled Claims are described more fully in the Settlement Agreement which

Questions? Visit www.windshields.settlementclass.com or call toll-free at 1-844-924-0854.

explains exactly the legal claims that you give up if you stay in the Settlement Class. You may obtain a copy of the Settlement Agreement by going to the website (www.windshields.settlementclass.com), or contacting Class Counsel as set forth below.

EXCLUDING YOURSELF FROM THE SETTLEMENT

9. How do I get out of the Settlement?

You will not be permitted to opt out of the Warranty Extension benefits described above.

If you don't want to receive the benefits of the Reimbursement Program, and you want to retain the right to sue Subaru over the legal issues in this case, then you must take steps to exclude yourself from this Settlement. This is also called "opting out" of the Settlement Class. To exclude yourself from the Settlement, you must complete and mail to the Settlement Administrator a letter that includes the following:

- Your name, current address, and current telephone number;
- The model and model year of your Settlement Class Vehicle(s);
- The vehicle identification number(s) (VIN) for your Settlement Class Vehicle(s);
- A statement that you are otherwise eligible for the Reimbursement Program but want to be excluded from the Reimbursement Program's provisions of the Settlement; and
- Your signature and the date.

You must mail your opt-out notice, postmarked no later than **May 14, 2021** to: Subaru Windshield Settlement, c/o JND Legal Administration, P.O. Box 91088, Seattle, WA 98111.

If you don't submit your opt-out notice on time, you will remain a member of the Settlement Class and will not retain the ability to sue the Defendant about the claims in this lawsuit.

10. If I don't exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Defendant for the claims that this Settlement resolves. You must exclude yourself from the Settlement Class if you want to prosecute your own lawsuit.

11. If I exclude myself, can I still receive benefits?

No. You will not receive any benefits from the Reimbursement Program provisions of the Settlement if you exclude yourself.

Questions? Visit www.windshields.settlementclass.com or call toll-free at 1-844-924-0854.

OBJECTING TO THE SETTLEMENT

12. How can I tell the Court if I do not like the Settlement?

If you do not exclude yourself from the Settlement and remain a Settlement Class Member, you can tell the Court that you object to the Settlement and the reasons why you believe the Court should not approve it. To object to the Settlement, you must mail a copy of your objection to the Settlement Administrator to the above-mailing address as well as to Class Counsel and Defendant's Counsel on or before **May 14, 2021** via United States Certified Mail, postage prepaid, at the following addresses:

Livia M. Kiser
King & Spalding LLP
110 N Wacker Dr Suite 3800
Chicago, IL 60606
(312) 995-6333
lkiser@kslaw.com

Mark S. Greenstone
Greenstone Law APC
1925 Century Park East, Suite 2100
Los Angeles, CA 90067
(310) 201-9156
mgreenstone@greenstonelaw.com

Your objection must include (i) your full name, current address, and current telephone number; (ii) the model and model year of your Settlement Class Vehicle(s), as well as the vehicle identification number(s) (VIN) of your Settlement Class Vehicle(s); (iii) a statement, with specificity, of the position(s) you wish to assert, including the factual and legal grounds for the position and whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (iv) copies of any other documents you wish to submit in support of your position; and (v) your signature and the date. In addition, you must provide a detailed list of any other objections submitted by you or your counsel to any class action settlements submitted in any court, whether state, federal, or otherwise, in the United States in the previous five (5) years. If you or your counsel have not objected to any other class action settlements in any court in the United States in the previous five (5) years, you must affirmatively so state in the written materials provided in connection with your objection.

The filing of an objection allows Class Counsel or counsel for Defendant to take your deposition consistent with the Federal Rules of Civil Procedure at an agreed-upon location and to seek any documentary evidence or other tangible things that are relevant to your objection. Failure to make yourself available for a deposition or to comply with discovery requests may result in the Court striking your objection and otherwise denying you the opportunity to be heard. The Court may tax the costs of any such discovery to the objector or the objector's counsel should the Court determine that the objection is frivolous or made for an improper purpose.

13. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the Settlement but that you will remain a Settlement Class Member. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is telling the Court that you don't want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you.

Questions? Visit www.windshields.settlementclass.com or call toll-free at 1-844-924-0854.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

Yes. The Court has appointed these lawyers as “Class Counsel,” meaning that they were appointed to represent all Settlement Class Members:

Mark S. Greenstone
Greenstone Law APC
1925 Century Park East, Suite 2100
Los Angeles, CA 90067
(310) 201-9156

Marc L. Godino
Glancy Prongay & Murray LLP
1925 Century Park East, Suite 2100
Los Angeles, CA 90067
(310) 201-9150

You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Class Counsel will ask the Court to approve attorneys’ fees and reimbursement of expenses not to exceed \$515,000. The Court will determine the amount of fees and expenses to award. Class Counsel will also request that up to \$20,000 in total be paid to the four Class Representatives (\$5,000 each) who helped the lawyers on behalf of the Settlement Class.

THE COURT’S FAIRNESS HEARING

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

The Court will hold a Fairness Hearing on **June 11, 2021 at 10:00 a.m.** before the Honorable Renee Marie Bumb, U.S. District Judge, United States District Court District of New Jersey, Mitchell H. Cohen Courthouse, Courtroom 3D, 4th & Cooper Streets, Camden, New Jersey 08101. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and will consider whether to finally approve the Settlement. If there are any objections, the Court will consider them. The Court may listen to people who have asked to speak at the hearing. The Court may also consider the amount of fees and expenses awarded to Class Counsel and whether to approve the Class Representative payments, which collectively will not exceed \$535,000 in total. We do not know how long it will take for the Court to make its decision.

17. Do I have to come to the hearing?

No. Class Counsel will answer any questions that the Court may have. But you are welcome to come at your own expense.

Questions? Visit www.windshields.settlementclass.com or call toll-free at 1-844-924-0854.

18. May I speak at the hearing?

If you would like to speak at the hearing about your objections to the Settlement, you must add to your letter objecting to the Settlement a statement that you intend to appear at the fairness hearing. If you intend to appear at the fairness hearing through counsel, your objection must also state the identity of all attorneys representing you who will appear at the fairness hearing.

GETTING MORE INFORMATION

19. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a complete copy of the Settlement Agreement and other information by contacting Class Counsel or by going to the Settlement Website (www.windshields.settlementclass.com). You may also contact the Settlement Administrator in the following ways:

- By mail: Subaru Windshield Settlement
c/o JND Legal Administration
P.O. Box 91088
Seattle, WA 98111
- By e-mail: info@windshields.settlementclass.com
- By telephone: 1-844-924-0854 (Monday through Friday, 10 a.m. to 7 p.m. ET)

If you currently have damage in the lower de-icer area of your windshield or a crack in the glass that passes through that area, please schedule an appointment with an authorized Subaru retailer (dealer) for a free visual inspection. The inspection will take approximately 15-20 minutes. If repair is required, it may be necessary to leave your vehicle for a longer period of time on the day of your scheduled appointment or to reschedule at a later date to allow your retailer flexibility in scheduling, ordering needed parts, or coordinating with a sub-contracted glass installation company.

PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE CONCERNING THIS CASE.