

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY
CAMDEN DIVISION**

BHUPENDRA KHONA, JENNIFER
LUDGATE, BRIAN MANN, and LUCIA
LUONG Individually and On Behalf of a Class
of Similarly Situated Individuals,

Plaintiffs,

v.

SUBARU OF AMERICA, INC.,

Defendant.

Case No. 1:19-cv-09323-RMB-AMD

Hon. Renée Marie Bumb

**ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS SETTLEMENT**

The parties to this litigation have entered into a Settlement Agreement and Release (“Settlement Agreement”). Plaintiffs have filed a motion for preliminary approval of the settlement, which Defendant Subaru of America, Inc. (“SOA”) does not oppose. The Court has read and considered the Settlement Agreement, all Exhibits thereto, and the parties’ arguments in support of preliminary approval of the settlement and finds that there is sufficient basis for: (1) granting preliminary approval of the settlement; (2) certifying the proposed Settlement Class for settlement purposes only pursuant to Fed. R. Civ. P. 23(a), 23(b)(2) & (b)(3); (3) appointing Class Counsel for the Settlement Class; (4) directing that the Settlement Class be notified of the proposed settlement in the form and manner proposed by the parties; and (5) setting a schedule for final settlement approval.

The Court now **GRANTS** the motion for preliminary approval and makes the following findings and orders:

I. **Certification of the Settlement Class**

1. The Court preliminarily certifies the following Settlement Class¹ pursuant to Rule 23(b)(2) of the Federal Rules of Civil Procedure:

All persons or entities: (1) who own or lease any Settlement Class Vehicle in the continental United States with an Original Windshield; (2) own or lease (or previously owned or leased) any Settlement Class Vehicle in the continental United States and who paid out-of-pocket to replace an Original Windshield but who did not obtain full reimbursement of actual out-of-pocket expenses; or (3) whose Settlement Class Vehicle's Original Windshield was replaced due to the presence of the Condition with another Original Windshield.

Excluded from the Settlement Class are: (1) SOA, its parents, affiliates, and any entity or division in which SOA 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 Condition.

2. For purposes of settlement, the Court appoints Mark S. Greenstone of Greenstone Law APC and Marc L. Godino of Glancy Prongay & Murray LLP as Class Counsel.

3. Solely for purposes of settlement, the Court finds that applicable requirements of Rule 23 of the Federal Rules of Civil Procedure have been satisfied for the following reasons:

- Joinder of all members of the Settlement Class in a single proceeding would be impractical because of their numbers and dispersion—the Settlement Class encompasses owners and lessees of approximately 225,000 vehicles across the United States;
- Common issues exist among Settlement Class Members; in particular, each Settlement Class Member's claims depend on whether the Original Windshields in certain 2015 and 2016 Subaru Outback and Legacy vehicles are susceptible to

¹ All capitalized terms not otherwise defined in this Order shall have the meaning ascribed to them in the Settlement Agreement.

developing cracks in their windshields originating in or passing through deicer region, as described in Service Bulletin 12-192-15 (the “Condition”);

- Plaintiffs’ claims are typical of those of the Settlement Class because Plaintiffs:
 - (i) own or lease 2015 or 2016 Subaru Outback or Legacy vehicles with Original Windshields that are subject to Service Bulletin 12-192-15, and (ii) have asserted claims arising from SOA’s alleged failure to disclose and remedy the Condition described in Service Bulletin 12-192-15;
- Plaintiffs and their counsel will fairly and adequately protect the interests of the Settlement Class. Plaintiffs have no interests antagonistic to those of the Settlement Class and are represented by counsel experienced and competent to prosecute this matter on behalf of the Settlement Class; and
- The Settlement Class may be certified under Rule 23(b)(3) because the questions of law or fact common to class members predominate over any questions affecting only individual class members, and a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.

The Court makes the foregoing findings solely for purposes of settlement.

Preliminary Approval of the Settlement

1. For purposes of settlement, the Court preliminarily approves the proposed settlement under Rule 23(b)(2), (b)(3) and (e), finding that its terms appear sufficiently fair, reasonable, and adequate to warrant (1) dissemination of notice of the Settlement pursuant to the Class Action Fairness Act (“CAFA”); and (2) the implementation of the Notice Plan as described in the Settlement Agreement. Specifically, the Court finds that giving notice is justified by the parties’ showing that the Court will likely be able to approve the settlement under Rule 23(e)(2)

and certify the class for purposes of judgment on the proposed Settlement. The Court further finds that the Settlement Agreement contains no obvious deficiencies, falls within the range of possible approval, and that the parties entered into the Settlement in good faith, following arms-length negotiation between their respective counsel with the assistance of neutral mediator Judge Rosalyn Chapman (ret.).

Notice Plan

2. The Court has reviewed and hereby approves the Notice Plan attached hereto, the form and procedure for disseminating notice of the proposed Settlement to the Settlement Class set forth in the Settlement Agreement. The Court finds that the Notice to be given as set forth in the Notice Plan constitutes the best practicable notice under the circumstances and, when completed, shall constitute fair, reasonable, and adequate notice of the Settlement to all persons and entities affected by and/or entitled to participate in the Settlement, in full compliance with the notice requirements of Fed. R. Civ. P. 23 and due process. The Court further finds that the proposed means of disseminating notice to the Settlement Class is appropriate under the circumstances and that the content and format of the Notice, the Website Notice, and the proposed Claim Form Settlement Class Members must submit to obtain reimbursement for out-of-pocket expenses are also appropriate and comply with the requirements of Fed. R. Civ. P. 23.

3. Within 100 days after the entry of this Order, or as soon as reasonably practical before, the Settlement Administrator shall implement the Notice Program set forth in the Settlement Agreement substantially in the form attached to the Settlement Agreement as Exhibit E (“Notice”).

4. Within ten (10) days of the filing of the Motion for Preliminary Approval of the settlement, SOA shall comply with the requirements of 28 U.S.C. § 1715(b) and direct notice of

the proposed settlement to be served upon the appropriate federal official and the appropriate State official of each State in which a Settlement Class Member resides. SOA shall file with the Court a certification of the date upon which it served the CAFA Notice within ten (10) days of its service of the Notice (or the next business day if on the tenth the Court is closed).

5. Within 105 days after entry of this Order or as soon as reasonably practical before, the Settlement Administrator shall provide an affidavit for the Court, with a copy to Class Counsel, attesting that Notice was disseminated in a manner consistent with the Settlement Agreement.

6. SOA shall bear costs of implementation of the Notice Plan consistent with the terms of the Settlement Agreement.

Procedure for Objecting to the Settlement

7. Any Settlement Class Member who wishes to object to the Settlement must, within twenty-eight (28) days prior to the Final Approval Hearing date in the Notice, submit a written notice of objection to JND Legal Administration, SOA, and Class Counsel at the addresses set forth in the Settlement Agreement and posted on the settlement website. To state a valid objection, an objecting Settlement Class Member must provide the following information in writing: (i) his/her/its full name, current address, and current telephone number; (ii) the model and model year of his/her/its Settlement Class Vehicle(s), as well as the vehicle identification number(s) (VIN) for his/her/its Settlement Class Vehicle(s); (iii) a statement, with specificity, of the position(s) the objector wishes 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 the objector wishes to submit in support of his/her/its position; and (v) the objector's signature and the date. In addition, any objecting

Settlement Class Member shall provide a detailed list of any other objections previously submitted by the objector or the objector's 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 the Settlement Class Member or his or her counsel has not objected to any other class action settlement in any court in the United States in the previous five (5) years, he, she, or it shall affirmatively so state in the written materials provided in connection with the objection.

8. Any objecting Settlement Class Member may appear at the Final Approval Hearing, provided the Settlement Class Member's written objection includes a statement of the Settlement Class Member's intent to appear. If the Settlement Class Member intends to appear at the Final Approval Hearing through counsel, the Settlement Class Member's written objection must also state the identity of any attorney who will appear at the Final Approval Hearing on the Settlement Class Member's behalf. Any Settlement Class Member who does not comply with the deadlines and other requirements set forth in the Notice, the Settlement Agreement, and/or this Order will be deemed to have waived any objections to the settlement and may be barred from speaking or otherwise presenting any views at the Court's Final Approval Hearing.

9. The filing of an objection allows Class Counsel and/or counsel for SOA to notice such objecting person for and take his, her, or its deposition consistent with the Federal Rules of Civil Procedure at an agreed-upon location, as well as to seek any documentary evidence or other tangible things that are relevant to the objection. Failure by an objecting Settlement Class Member to make himself/herself/itself available for a deposition or to comply with expedited discovery requests may result in the Court striking the objection and otherwise denying that person the opportunity to be heard. If the Court finds the objection frivolous, or made for an

improper purpose, the Court may tax the costs of any such discovery to the objecting Settlement Class Member (or his/her/its counsel).

10. These procedures and requirements for objecting are intended to ensure the efficient administration of justice and the orderly presentation of any Settlement Class Member's objection to the Settlement, in accordance with the due process rights of all Settlement Class Members.

Procedure for Opting Out of the Settlement

11. Settlement Class Members shall not be permitted to opt out of the Warranty Extension being offered pursuant to Federal Rule of Civil Procedure 23(b)(2).

12. Any Settlement Class Member who wishes to opt-out of the Reimbursement Program described in the Settlement Agreement must, within twenty-eight (28) days of the date of the Final Approval Hearing date in the Notice, submit a written opt-out notice to Subaru Windshield Settlement c/o JND Legal Administration, PO Box 91088, Seattle, WA 98111. To opt-out of the settlement, a Settlement Class Member must provide the following information in writing: (i) his/her/its full name, current address, and current telephone number; (ii) the model and model year of his/her/its Settlement Class Vehicle(s), as well as the vehicle identification number(s) (VIN) for his/her/its Settlement Class Vehicle(s); (iii) a statement that the Settlement Class Member is otherwise eligible for the Reimbursement Program but that he/she/it wants be excluded from the Reimbursement Program provisions of the Settlement; and (iv) the Settlement Class Member's signature and the date.

13. Any member of the Settlement Class who submits a timely opt-out notice that complies with the requirements set forth in this Order shall not be bound by the Settlement, Settlement Agreement, or Final Order and Judgment.

14. Any member of the Settlement Class who does not properly and timely mail an opt-out notice as set forth herein shall be included in the Settlement Class and shall be bound by the terms of the Settlement, Settlement Agreement, and Final Order and Judgment, whether or not such member of the Settlement Class shall have otherwise objected to the Settlement or sought exclusion, and whether or not such member submits a claim or otherwise participates in the settlement.

15. Any member of the Settlement Class who submits an opt-out notice that complies with the requirements of this Order and also objects to the settlement shall be deemed to have excluded himself or herself from the Settlement Class and his or her objections shall not be considered by the Court.

Fairness Hearing

16. The Final Approval Hearing, and a hearing regarding an award of Class Counsels' fees and expenses and class representative service awards shall be held on June 11, 2021 at 10:00 a.m. at United States District Court District of New Jersey, Mitchell H. Cohen Courthouse, Courtroom 3D, 4th & Cooper Streets, Camden, New Jersey 08101. At this Final Approval Hearing, the Court will consider: (a) whether the settlement should be approved as fair, reasonable, and adequate for the Settlement Class and whether judgment should be entered on the terms stated in the Settlement; and (b) whether Plaintiffs' application for approval of attorneys' fees and expenses and class representative service awards ("Fee Application") should be granted.

17. Class Counsel shall file a Motion for Final Approval of the Settlement and any supporting memoranda, declarations or other materials no later than forty-two (42) days in advance of the Final Approval Hearing date in the Notice.

18. Class Counsel shall file their Motion for Approval of Attorneys' Fees, Costs and Class Representative Service Awards no later than forty-two (42) days in advance of the Final Approval Hearing date in the Notice.

19. Any responses to Settlement Class Member objections shall be filed by no later than fourteen (14) days prior to the Final Approval Hearing date in the Notice.

Status of Litigation and Settlement

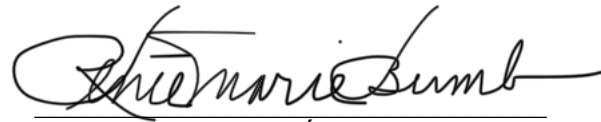
20. All discovery and other pretrial proceedings in this action are stayed and suspended, pending the Effective Date of the Class Settlement ("Final Approval"), except for such proceedings as are provided for in the Settlement Agreement, or which may be necessary to implement the terms of the Settlement, Settlement Agreement, or this Order. Pending Final Approval, no Settlement Class Member, either directly, representatively, or in any other capacity (other than a Settlement Class Member who validly and timely elects to opt-out from the Settlement Class), shall commence, continue or prosecute against one or more of the Released Parties any action or proceeding in any court or tribunal asserting any of the Settled Claims that are to be released upon Final Approval pursuant to the Settlement Agreement, and are hereby enjoined from so proceeding.

21. Upon Final Approval, all Settlement Class Members who do not send a timely opt-out notice as set forth herein shall be forever enjoined and barred from asserting any of the Settled Claims released pursuant to the Settlement Agreement, and any such Settlement Class Member shall be deemed to have forever released the Released Parties from any and all such Settled Claims as provided for in the Settlement Agreement.

22. Neither this Order nor the Settlement Agreement shall constitute any evidence or admission of liability by any Defendant, or an admission regarding the propriety of any

certification of any particular class for purposes of litigation, nor shall they be offered in evidence in this or any other proceeding except to consummate or enforce the Settlement Agreement or the terms of this Order, or by any Released Party in connection with any action asserting Settled Claims.

SO ORDERED this 14th day of October, 2020.

A handwritten signature in black ink, reading "Renée Marie Bumb". The signature is written in a cursive style with a large initial "R" and a long horizontal flourish at the end.

HONORABLE RENÉE MARIE BUMB
UNITED STATES DISTRICT JUDGE

NOTICE PLAN

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: 6	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: 7	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: 8	Exclusion requests filed 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: 9	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.

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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.

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.

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 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 JND Legal Administration 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 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, PO 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 get benefits?

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

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 JND Legal Administration 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
353 N. Clark Street, Twelfth Floor
Chicago, Illinois 60654
(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.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

Yes. The Court has appointed these lawyers "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.

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, PO 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.