

NOTICE OF CLASS SETTLEMENT

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY

If you bought or leased certain Subaru vehicles, you may benefit from a class action settlement

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

- A proposed Settlement has been reached in a class action lawsuit called *Powell, et al. v. Subaru of America, Inc., et al.*, No. 1:19-cv-19114-MJS.
- The Settlement provides *extended warranty* service for Qualifying Windshield Cracks experienced on or after February 5, 2025.
- The Settlement also provides, where applicable, a *cash reimbursement* for:
 - Out-of-pocket payments for parts and labor associated with repairing a Qualifying Windshield Crack in a Settlement Class Vehicle. Such costs must have been incurred prior to or within the 45 day period following the issuance of this Notice and before the expiration of the extended warranty period.
- To qualify for settlement benefits, you must have bought or leased a 2019–2022 Subaru Ascent, 2019–2022 Subaru Forester, 2020–2022 Subaru Legacy, or 2020–2022 Subaru Outback.
- Please read this Notice carefully and in its entirety. Your legal rights are affected whether you act or do not act.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Make a Claim for Cash Reimbursement	This is the only way to get a reimbursement. Claims must be submitted online via the Settlement Class Website by January 31, 2025 .
Get an Extended Warranty	You do not need to do anything right now to receive coverage under the extended warranty.
Exclude Yourself	Get no reimbursement or extended warranty coverage. This is the only option that allows you to be part of any other lawsuit against Subaru about the legal claims in this case. The deadline to exclude yourself is February 15, 2025 .
Object	Write to the Court about why you oppose the Settlement. The deadline to object is February 15, 2025 . You may not object to the settlement if you have chosen to exclude yourself from the settlement.
Go To A Hearing	Ask to speak in Court about the fairness of the Settlement. Your notice of intention to appear must be postmarked by February 15, 2025 . You may not speak at the fairness hearing if you have chosen to exclude yourself from the settlement.
Do Nothing	Receive the extended warranty but no reimbursement payment.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice. The Court in charge of this case still must decide whether to approve the Settlement. Reimbursements will be made if the Court approves the Settlement and after any appeals are resolved.

Questions? Visit www.SubaruWindshieldSettlement.com or call 1-877-495-3524

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION.....	3
1. Why did I receive a notice?	3
2. What is this lawsuit about?	3
3. Why is there a Settlement?	3
WHO IS PART OF THE SETTLEMENT CLASS?	4
4. Am I a Settlement Class Member?	4
SETTLEMENT BENEFITS – WHAT YOU GET	4
5. What does the Settlement provide?.....	4
8. What type of supporting documentation must I submit with my Claim in order to receive a cash reimbursement?	5
9. When will I receive my payment?	6
10. What am I giving up by staying in the Settlement Class?	6
EXCLUDING YOURSELF FROM THE SETTLEMENT	6
11. How do I exclude myself from the Settlement?.....	6
12. If I do not exclude myself, can I sue Subaru for the same thing later?.....	7
13. If I exclude myself, can I get the benefits of this Settlement?.....	7
THE LAWYERS REPRESENTING YOU	7
14. Do I have a lawyer in this case?.....	7
15. How will the lawyers be paid?.....	7
16. Will the Settlement Class Representatives receive service payments?	7
OBJECTING TO THE SETTLEMENT	8
17. How do I tell the Court that I dislike the Settlement?.....	8
18. What is the difference between objecting and excluding?.....	8
FAIRNESS HEARING.....	9
19. When and where will the Court decide whether to approve the Settlement?	9
20. Do I have to come to the hearing?	9
21. May I speak at the hearing?	9
IF YOU DO NOTHING	9
22. What happens if I do nothing at all?	9
23. Will I receive further notices if the Settlement is approved?.....	9
ADDITIONAL INFORMATION.....	10
24. How can I obtain more information?	10

BASIC INFORMATION

1. Why did I receive a notice?

You received this Notice because Subaru of America, Inc.'s records indicate that you may be a current or past purchaser or lessee of a Settlement Class Vehicle.

This Notice will inform you of the terms of the proposed Settlement and of the hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement. This Notice also describes your rights in connection with the Settlement and what steps you may take in relation to the Settlement.

2. What is this lawsuit about?

A class action lawsuit was filed against Subaru of America, Inc. ("SOA") and Subaru Corporation ("SBR"), collectively the "Defendants" or "Subaru." The lawsuit alleges that the Settlement Class Vehicles are equipped with front windshields with a defect causing them to crack more frequently or more easily than they otherwise would in the absence of the alleged defect. The lawsuit seeks certification of a nationwide class of present and former purchasers and lessees of Settlement Class Vehicles to pursue these claims.

Defendants deny the case allegations and claims. Defendants maintain that the Settlement Class Vehicles are not defective and that the Settlement Class Vehicles and their components were properly designed, manufactured, distributed, marketed, advertised, warranted, and sold. Defendants claim that they did not violate any warranties, statutes, or laws.

3. Why is there a Settlement?

In a class action lawsuit, one or more persons, called class representatives, sue on behalf of other people who may have similar claims. All these people are considered to be part of a class, or class members. The class representatives and all class members are called the plaintiffs, and the companies they sued are called the defendants. One court resolves the issues for all class members, except for those who take the necessary steps to exclude themselves from the class.

The Court has not decided in favor of Plaintiffs or Defendants in this lawsuit. Instead, both sides agreed to a Settlement with no decision or admission of who is right or wrong. That way, all parties avoid the risks and cost of a trial, and the people receiving benefits from the Settlement (the "Settlement Class Members") will receive them more quickly.

Counsel for Plaintiffs and the Settlement Class Members have considered the substantial settlement benefits that will be given to the Settlement Class Members and balanced these benefits with the risk of continued litigation. They considered the value of the immediate benefit to Settlement Class Members versus the costs and delay of continued litigation through trial and appeals, and the risk that the Court might not certify the proposed class, in which case class members would receive nothing. Even if Plaintiffs were successful in litigation, Settlement Class Members might not have received any benefits for years.

The Court will be holding a hearing to approve or disapprove of the Settlement before it becomes final.

WHO IS PART OF THE SETTLEMENT CLASS?

4. Am I a Settlement Class Member?

You are a Settlement Class Member if you are a resident of the continental United States, Alaska, or Hawaii, who currently owns or leases, or previously owned or leased, a Settlement Class Vehicle originally purchased or leased in the continental United States, Alaska, or Hawaii. The Settlement Class is not intended to exclude military personnel stationed overseas. Settlement Class Vehicles include model year 2019-2022 Ascent, 2019-2022 Forester, 2020-2022 Legacy, and 2020-2022 Outback.

Excluded from the Settlement Class are (a) all Judges who presided over the Action and their spouses; (b) all current employees, officers, directors of Defendants and their immediate family members; (c) any affiliate, parent, or subsidiary of Defendants and any entity in which Defendants have a controlling interest; (d) used car dealers; (e) anyone who purchased a Settlement Class Vehicle solely for resale; (f) anyone who purchased a Settlement Class Vehicle with a salvaged title and/or any insurance company that acquired a Settlement Class Vehicle as a result of a total loss; (g) issuers of extended vehicle warranties and service contracts; (h) any Settlement Class Member who, prior to the date of the Settlement Agreement, settled with and released Defendants or any Released Parties from any Released Claims; (i) any Settlement Class Member filing a timely and proper Request for Exclusion from the Settlement Class.

If you received this Notice, Subaru's records indicate that you are or were a purchaser or lessee of one or more of the above-referenced Settlement Class Vehicles covered under this Settlement. You are not required to submit a Claim Form to qualify for Extended Warranty coverage, but, if you qualify for and wish to receive a cash reimbursement, then you must submit a Claim **by January 31, 2025**. If you experience a Qualifying Windshield Crack within 45 days of the date of this notice, you may also submit a Claim. If you experience a Qualifying Windshield Crack after the close of the 45-day Claim Period, go to www.SubaruWindshieldSettlement.com to learn more about Extended Warranty coverage.

SETTLEMENT BENEFITS – WHAT YOU GET

5. What does the Settlement provide?

The Settlement provides (1) extended warranty coverage of Qualifying Windshield Cracks; and (2) a possible cash reimbursement if a Settlement Class Member paid out-of-pocket costs in connection with a prior repair of a Qualifying Windshield Crack.

Extended Warranty Coverage: Effective February 5, 2025, Subaru will extend its existing express New Vehicle Limited Warranty to cover Qualifying Windshield Cracks in Settlement Class Vehicles for a period of eight (8) years or 100,000 miles, whichever occurs first, from the In-Service Date of the Settlement Class Vehicle. This Extended Warranty shall be limited to a one-time replacement of the original windshield part number with a windshield with the updated part number, at which time the Extended Warranty shall expire.

The Settlement Extended Warranty is transferable during its coverage period. It will cover all parts and labor costs associated with the replacement of the windshield of a Settlement Class Vehicle due to a Qualifying Crack, performed by an Authorized Subaru Dealer and includes calibration of the Subaru EyeSight® driver assist system.

Questions? Visit www.SubaruWindshieldSettlement.com or call 1-877-495-3524

The Settlement Extended Warranty is subject to the same terms and conditions set forth in the New Vehicle Limited Warranty and Warranty and Maintenance Booklet originally provided with your vehicle, except as specifically modified by the Settlement. In addition to any exclusions already existing in the New Vehicle Limited Warranty, vehicles declared a total loss, sold for salvage, materially altered from their original construction, or with altered odometer mileage, are ineligible for the Settlement Extended Warranty.

If you have repairs performed on your Settlement Class Vehicle pursuant to the Extended Warranty, you cannot opt out of or exclude yourself from the Settlement Class. You cannot recover more than one benefit or reimbursement for the same repair. Any compensation under the Settlement will be reduced by any previous compensation – including but not limited to cash or cash-in-kind concessions – related to a Qualifying Windshield Crack, up to the point of no reimbursement if such payments equal or exceed the value of the settlement relief.

Pre-Notice Qualifying Reimbursable Expenses: Unless a Pre-Notice repair was previously reimbursed, a cash reimbursement may be available if you paid out-of-pocket costs for parts and labor for a Pre-Notice Qualifying Windshield Crack.

Qualifying Reimbursable Expenses During Claim Period: Unless a repair performed during the 45-day period after this Notice was otherwise reimbursed, a cash reimbursement may be available if you paid out-of-pocket costs for parts and labor for a Qualifying Windshield Crack during that period.

6. How do I get the Extended Warranty?

To qualify for the Extended Warranty, you must experience a Qualifying Windshield Crack and present your Settlement Class Vehicle to an Authorized Subaru Retailer for Extended Warranty service during the period. If you have repairs performed on your vehicle pursuant to the Extended Warranty, you cannot later opt out of or exclude yourself from the Settlement Class.

7. How do I submit a claim for cash reimbursement?

To receive cash reimbursement, you must have previously paid out-of-pocket costs toward a Qualifying Windshield Repair, and you must submit a claim electronically at <https://Secure.SubaruWindshieldSettlement.com>.

Claims and supporting documentation must be submitted online **by January 31, 2025** or they will not be considered. If you fail to submit the Claim and supporting documents by the required deadline, you will not get paid. Submitting a Claim late or without documentation will be the same as doing nothing. Cash reimbursements will be made only if the Court approves the Settlement.

8. What type of supporting documentation must I submit with my Claim in order to receive a cash reimbursement?

The Settlement Website, available at www.SubaruWindshieldSettlement.com, describes in detail the documentation and information that must be submitted in support of your Claim. The Settlement Administrator needs documentation showing your out-of-pocket payments for parts and labor associated with a Qualifying Windshield Repair, as well as proof that your Claim satisfies the requirements for a reimbursement. To prove out-of-pocket payment, you must submit genuine and legible copies of any of the following: receipts, credit card statements, bank statements, invoices, or historical accounting records receipts. There are two types of claims for reimbursement that may be made under the settlement, which are explained in detail on the

Questions? Visit www.SubaruWindshieldSettlement.com or call 1-877-495-3524

settlement website. A claimant must choose only one of the two claims; if the Qualifying Windshield Crack occurs during the 45-day Claim Period, the claimant will only have one available type of claim. Please follow the directions on the website carefully because those claims differ in their requirements.

If you do not meet these requirements, you will not be eligible for a cash reimbursement. You will, however, remain entitled to the benefits of the Extended Warranty.

9. When will I receive my payment?

The Court will hold a Fairness Hearing on April 21, 2025 at 10:00 a.m., to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals which may delay the conclusion of the case. It is always uncertain whether these appeals can be resolved, and resolving them can take time, so please be patient. Information about the progress of the case will be available at, <http://www.SubaruWindshieldSettlement.com/casestatus>.

10. What am I giving up by staying in the Settlement Class?

Unless you exclude yourself, you will be part of the Settlement Class. By staying in the Settlement Class, you will be allowed to participate in any and all settlement benefits to which you are entitled, and you will be releasing the Defendants and all Released Parties from any liability, cause of action, claim, right to damages or other relief, and any other legal rights to which you may otherwise be entitled under the law(s) of your state or any other applicable law, relating to a Qualifying Windshield Crack in your Settlement Class Vehicle. By staying in the Settlement Class, you will give up your right to be a part of any lawsuit or arbitration, or pursue any claim, against Defendants and any Released Parties relating to the claims in this lawsuit. Staying in the Class also means that all of the Court's orders will apply to you and legally bind you.

This Settlement does not release any claims for personal injury or damage to property (other than damage to the Settlement Class Vehicle related to a Qualifying Windshield Crack).

The scope of the claims and causes of action being released and the parties being released are outlined in Section F of the Settlement Agreement, a copy of which is available at <http://www.SubaruWindshieldSettlement.com/documents>, should you wish to review it. You may also contact Class Counsel, listed below, with any questions you may have:

Peter A. Muhic
Muhic Law LLC
923 Haddonfield Road
Suite 300
Cherry Hill, NJ 08002
Telephone: (856) 324-8252
Email: pmuhic@muhiclaw.com

Russell D. Paul
Berger Montague PC
1818 Market Street
Suite 3600
Philadelphia, PA 19103
Telephone: (215) 875-5702
Email: rpaul@bm.net

Edwin J. Kilpela, Jr.
Wade Kilpela Slade LLP
1133 Penn Avenue
5th Floor
Pittsburgh, PA 15221
Telephone: (412) 322-9243
Email: ek@waykayslay.com

EXCLUDING YOURSELF FROM THE SETTLEMENT

11. How do I exclude myself from the Settlement?

To exclude yourself from the Settlement, you must complete and submit the Request for Exclusion Form available at <http://www.Secure.SubaruWindshieldSettlement.com/exclude> no later than **February 15, 2025**. You may also download and sign and return the Request for Exclusion Form by U.S. mail (or an express mail carrier) so that it is postmarked on or before **February 15, 2025** to:

Questions? Visit www.SubaruWindshieldSettlement.com or call 1-877-495-3524

Subaru Windshield Settlement
c/o JND Legal Administration
P.O. Box 91330
Seattle, WA 98111

By submitting a timely and valid Request for Exclusion Form online or by U.S. mail or express mail, you will not be able to receive any benefits of the Settlement and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit.

12. If I do not exclude myself, can I sue Subaru for the same thing later?

No. If you do not timely exclude yourself from the Settlement, you cannot sue Subaru for any matters, legal claims, or damages (other than for personal injury or damage to property) relating to a Qualifying Windshield Crack and related services in your Settlement Class Vehicle(s).

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

No. If you exclude yourself from the Settlement Class you will not be able to take advantage of any benefits from this Settlement. If you exclude yourself, you should not submit a Claim Form to ask for money from the Settlement. You cannot do both.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

Yes. The Court has appointed Peter A. Muhic of Muhic Law LLC, Russell D. Paul of Berger Montague PC, and Edwin J. Kilpela, Jr. of Wade Kilpela Slade LLP to represent the Settlement Class which includes you and all other Settlement Class Members. Together these lawyers are called “Class Counsel.” However, if you want your own lawyer, you may hire one at your own cost.

15. How will the lawyers be paid?

Class Counsel will apply to the Court for an award of reasonable attorney fees in an amount up to but not exceeding seven million two hundred fifty thousand dollars (\$7,250,000), inclusive of expenses and costs (collectively referred to as “fees and expenses”), based upon factors that will be provided in Class Counsel’s application for fees and expenses. Defendants have agreed not to oppose Class Counsel’s application for fees and expenses not exceeding this amount, and Class Counsel have agreed not to accept any fees and expenses in excess of that amount. Class Counsel fees and expenses will be paid by Defendants and will not reduce any benefits available to Settlement Class Members.

Class Counsel’s motion for fees and expenses will be made available for review at the Important Documents page of the Settlement Website, www.SubaruWindshieldSettlement.com, after it is filed with the Court.

16. Will the Settlement Class Representatives receive service payments?

Yes. Class Counsel will also apply to the Court for service awards of \$5,000 for each of the four named Plaintiffs who have conditionally been approved as Settlement Class Representatives (Jeffrey Barr, Brittany Funk, Arnold Milstein, and Allan Zaback), for their initiative and effort in pursuing this litigation for the benefit of the Settlement Class. Service awards to the named Class Representatives will be paid by Defendants and will not reduce any benefits available to Settlement Class Members.

Questions? Visit www.SubaruWindshieldSettlement.com or call 1-877-495-3524

OBJECTING TO THE SETTLEMENT

17. How do I tell the Court that I dislike the Settlement?

If you are a member of the Settlement Class and do not request to be excluded, then you can object to the Settlement if you oppose all or any part of it. The Court will consider all comments from Settlement Class Members. As a Settlement Class Member, you will be bound by the Court's final decision regarding the approval of this Settlement.

To object, you must submit a letter to the Court, with copies to Class Counsel and defense counsel, at the addresses listed below. Your letter must include:

- Your full name, current address, and telephone number;
- The model, model year, date of acquisition, and VIN of your Settlement Class Vehicle and proof that you own(ed) or lease(d) it (i.e., a true copy of a vehicle title, registration, or license receipt);
- A written statement that you have reviewed the Settlement Class definition and understand in good faith that you are a Settlement Class Member;
- A written statement of all grounds for your objection and any legal support for your objection;
- Copies of any papers, briefs, or other documents upon which your objection is based and which are pertinent to the objection;
- A statement whether you complained to Defendants or an Authorized Subaru Retailer about a Qualifying Crack or had any reimbursable repairs and, if so, provide evidence of any such complaint or repairs;
- A statement of whether you intend to appear at the Fairness Hearing;
- The identity of all attorneys representing you, if any, who will appear at the Fairness Hearing;
- A list of all other objections (if any) you, or your counsel, made within the past five (5) years to any class action settlement in any court in the United States, including, for each, the full case name, the court in which it was filed, and the docket number, OR if you have not made any such prior objection, an affirmative statement to that effect; and
- Your signature.

You must send your objection via the Court's electronic filing system, or by mail to the addresses below, postmarked by **February 15, 2025**:

The Court:	Class Counsel:	Defense Counsel:
Clerk, United States District Court Mitchell H. Cohen Building & U.S. Courthouse 4th & Cooper Streets Camden, NJ 08101	Peter A. Muhic Muhic Law LLC 923 Haddonfield Road Suite 300 Cherry Hill, NJ 08002	Neal Walters Ballard Spahr, LLP 700 East Gate Drive Suite 300 Mount Laurel, NJ 08054

18. What is the difference between objecting and excluding?

Objecting is telling the Court that you oppose the Settlement and do not want the Court to approve the Settlement. You can object only if you stay in the Settlement Class, in which case you will be bound by the Court's final ruling. Excluding yourself is telling the Court that you do not want to

be part of the Settlement Class and the Settlement. If you exclude yourself, then you have no basis to object because the case no longer affects you.

FAIRNESS HEARING

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

The Court will hold a Fairness Hearing at 10:00 a.m. on April 21, 2025, in Courtroom 3C of the United States District Court for the District of New Jersey, Camden Vicinage, Mitchell H. Cohen Building & U.S. Courthouse, 4th & Cooper Streets, Camden, NJ 08101. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court may listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel and whether to approve service awards. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long it will take for the Court to make its decision.

20. Do I have to come to the hearing?

No. Class Counsel will answer questions the Court may have. However, you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as your written objection is timely, the Court will consider it. You may also attend or pay your own lawyer to attend, but it is not required.

21. May I speak at the hearing?

Yes. If you do not exclude yourself, you may ask the Court's permission to speak at the hearing. If you intend to appear at the Fairness Hearing personally or through counsel, you or your attorney must file with the Clerk of the Court and serve on all counsel designated in Question 17 a notice of intention to appear at the hearing. The notice of intention to appear must include copies of any papers, exhibits, or other evidence and identity of witnesses that will be presented at the hearing. Your notice of intention to appear must be postmarked by **February 15, 2025**, or it will not be considered, and you will not be allowed to speak at the hearing.

IF YOU DO NOTHING

22. What happens if I do nothing at all?

If you do nothing, then you will be bound by the Settlement if the Court approves it, and you will release the claims described under Section F of the Settlement Agreement. You will also be entitled to Extended Warranty coverage. You must file a claim to seek a reimbursement payment.

23. Will I receive further notices if the Settlement is approved?

No. You will receive no further notice concerning approval of this proposed Settlement.

ADDITIONAL INFORMATION

24. How can I obtain more information?

For more information, visit www.SubaruWindshieldSettlement.com, call toll-free 1-877-495-3524, write Subaru Windshield Settlement, c/o JND Legal Administration, P.O. Box 91330, Seattle, WA 98111, or email info@SubaruWindshieldSettlement.com.

For definitions of any capitalized terms used in this Notice, please see the Settlement Agreement, available on the Important Documents page of the Settlement Website, www.SubaruWindshieldSettlement.com.

DO NOT CONTACT THE COURT REGARDING THIS NOTICE.