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and Subaru Corporation

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

**Christine Powell, et al.**, on behalf of themselves  
and all others similarly situated,

Plaintiffs,

v.

**Subaru of America, Inc. and  
Subaru Corporation,**

Defendants.

CIVIL ACTION NO.  
1:19-CV-19114-NLH-MJS

**Declaration of John Gray in Support of  
Motion for Preliminary Approval**

I, John Gray, declare:

1. I am the Director of Field Quality in the Service and Quality Department of Subaru of America, Inc. (“SOA”), co-defendant in the above-captioned action. I have personal knowledge of the facts contained in this Declaration and, if called upon to testify, I would and could do so as set forth herein. I make this Declaration in support of Plaintiffs’ Motion for Preliminary Approval of a settlement reached by the parties in the above-captioned action.

2. Subaru has determined that, in some Settlement Class Vehicle windshields, a small chip could grow into a larger crack due to continuous stress on the windshield. Such a

crack is referred to as a “delayed fracture.” The warranty claims rate tracked for the more than 1.4 million Settlement Class Vehicles is less than 0.5%. Subaru believes that the crack does not present a safety concern.

3. Subaru’s engineers traced this issue to a combination of two causal factors: (1) the use of a new cowl panel design that does not leave any gap between the panel and the windshield; and (2) the manufacturing process used to shape the windshield glass. In combination, the new cowl panel design and the manufacturing process can cause the windshields to be more prone to residual tensile stress, which can result in a slightly higher chance of a delayed fracture if the windshield is damaged by an outside influence (e.g., a rock strike).

4. This unique delayed fracture has certain indicia that distinguish it from the kind of damage more commonly experienced by windshields when impacted by external forces. A delayed fracture of the kind at issue in this matter typically manifests as a crack taking the form of a single line. This line extends from or through a single discernible impact point and toward an edge of the windshield. A discernible impact point is minor in size (i.e., less than a few millimeters in diameter) and results in a crack pattern consistent with a minor impact and without multiple radiating lines (e.g., without a small bullseye, “star break,” or partial crack).

5. A delayed fracture does not manifest as a crack whose point of origin is at the edge of the windshield, nor as multiple cracks originating from a single point of impact. Nor is a delayed fracture present where the impact point is larger than a few millimeters in diameter and/or displays a crack pattern associated with a larger impact.

6. The countermeasure developed by Subaru consists of replacing a windshield affected by a delayed fracture with a windshield manufactured using an updated manufacturing

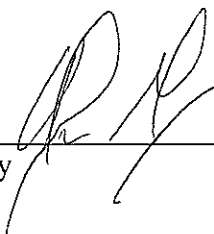
process for shaping the glass. Glass produced by this new manufacturing process has higher compressive residual stress, and therefore is not susceptible to the same risk of delayed fracture due to tensile stress. Windshields produced by this method have already been successfully integrated into production for model years 2023 and later for the Settlement Class Vehicle models. To date, those models have experienced a warranty claims rate of .07%.

7. The reduction in net residual stress created by this countermeasure addresses any concerns regarding the kind of delayed stress fracture at issue in this matter, so a one-time replacement of the windshield will fully resolve the issue. Additionally, because the failure rate of the original class vehicle windshields is already quite low—less than 0.5%—a warranty extension is the appropriate solution to address this concern.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Date: March 28, 2024

John Gray

A handwritten signature in black ink, appearing to read 'John Gray', is written over a horizontal line. The signature is stylized and cursive.