

## 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 *In re Subaru Battery Drain Products Liability Litigation*, No. 1:20-cv-03095-JHR-MJS.
- The Settlement provides *extended warranty* service for Qualifying Battery Conditions experienced on or after the date of this Notice.
- The Settlement also provides, where applicable, a *cash reimbursement* for:
  - Battery replacements and related battery testing and diagnosis performed by an Authorized Subaru Retailer, or in some situations an independent third party, for qualifying conditions on a Settlement Class Vehicle prior to the date of this Notice (“Pre-Notice”);
  - Towing services in connection with a Pre-Notice Qualifying Battery Failure; and/or
  - Reasonably Reimbursable Costs related to a Settlement Class Member being stranded as a result of a Pre-Notice Qualifying Battery Failure.
- To qualify for settlement benefits, you must have bought or leased a model year 2015–2020 Outback, model year 2015–2020 Forester, model year 2015–2020 Legacy, model year 2015–2020 WRX, or model year 2019–2020 Ascent.
- 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:**

<b>MAKE A CLAIM FOR CASH REIMBURSEMENT</b>	This is the only way to get a reimbursement. Claims must be submitted online or postmarked within 60 days of the Effective Date, which could be as early as <b>March 9, 2023</b> .
<b>GET AN EXTENDED WARRANTY</b>	You do not need to do anything right now to ensure coverage under an extended warranty.
<b>EXCLUDE YOURSELF</b>	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 <b>November 5, 2022</b> .
<b>OBJECT</b>	Write to the Court about why you don’t like the Settlement. The deadline to object is <b>November 5, 2022</b> .
<b>GO TO A HEARING</b>	Ask to speak in Court about the fairness of the Settlement. Your notice of intention to appear must be postmarked by <b>November 5, 2022</b> .
<b>DO NOTHING</b>	Receive the right to an extended warranty but no right to seek a 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 appeals are resolved.

Questions? Visit [www.SubaruBatterySettlement.com](http://www.SubaruBatterySettlement.com) or call 1-855-606-2625

## WHAT THIS NOTICE CONTAINS

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

## **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 suffer from a design defect in some vehicles that can cause battery drain; and that Defendants have violated certain consumer statutes and breached certain warranties. 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 claims. Defendants maintain that the Settlement Class Vehicles are not defective and that the Settlement Class Vehicles function(ed) in a proper manner, were properly designed, manufactured, distributed, marketed, advertised, warranted, and sold. Defendants claim that they did not violate any warranties, statutes, or laws. In the instances in which such repairs have been necessary, Defendants maintain that they have provided warranty coverage where appropriate.

### **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 have similar claims. All of 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 affected (the "Settlement Class Members") will receive compensation 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. 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, including Hawaii or Alaska, who currently owns or leases, or previously owned or leased, a Settlement Class Vehicle originally purchased or leased in the continental United States, including Alaska or Hawaii. The Settlement Class is not intended to exclude military personnel stationed overseas. Settlement Class Vehicles include model year 2015-2020 Outback, 2015-2020 Forester, 2015-2020 Legacy, 2015-2020 WRX, and 2019-2020 Ascent.

Excluded from the Settlement Class are (a) those claims for personal injury and/or property damage (claims for a Qualifying Battery Condition or Qualifying Battery Failure in a Settlement Class Vehicle are included regardless

of whether they additionally experienced personal injury or property damage for which they do not make a claim; however, those additional claims for personal injury and/or property damage shall be deemed excluded from the Settlement Class) and/or subrogation; (b) all Judges who have presided over the Action and their spouses; (c) all current employees, officers, directors, agents and representatives of Defendants, and their family members; (d) any affiliate, parent, or subsidiary of Defendants and any entity in which Defendants have a controlling interest; (e) anyone acting as a used car dealer; (f) anyone who purchased a Settlement Class Vehicle solely for the purpose of resale; (g) anyone who purchased a Settlement Class Vehicle with salvaged title and/or any insurance company who acquired a Settlement Class Vehicle as a result of a total loss; (h) any insurer of a Settlement Class Vehicle; (i) issuers of extended vehicle warranties and service contracts; (j) 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; (k) any Settlement Class Member that files a timely and proper Request for Exclusion from the Settlement Class; and (l) third-party issuers.

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 you must submit a Claim Form **within 60 days of the Effective Date, which could be as early as March 9, 2023**, to request reimbursements as part of the Settlement. If you experience a battery failure on or after the date of this Notice, go to [www.SubaruBatterySettlement.com](http://www.SubaruBatterySettlement.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 Battery Conditions; and (2) a possible cash reimbursement if a Settlement Class Member paid out-of-pocket costs in connection with a Pre-Notice Qualifying Battery Condition for: battery replacement(s) and related battery testing and diagnosis performed by an Authorized Subaru Retailer, or in some situations an independent third party; related towing service(s); or a Reflash; and (3) for certain class members, cash reimbursements for recoverable expenses, including, without limitation, hotel expenses, meals, and equipment purchased to sustain battery operation.

**Extended Warranty Coverage:** Subaru will extend its existing express New Vehicle Limited Warranty, applicable to the Settlement Class Vehicles. The duration and coverage will vary for first and subsequent battery replacements.

For first battery replacement, Subaru will cover:

- 100% of the Battery Replacement Costs up to a period of five (5) years or sixty thousand (60,000) miles (whichever occurs first) from the In-Service Date of the Settlement Class Vehicle; or
- 50% of the Battery Replacement Costs for Settlement Class Vehicles that have *exceeded* five (5) years or sixty thousand (60,000) miles on the Notice Date, for a duration of three (3) months from the Notice Date without regard to mileage.

The warranty extension for first battery replacements is non-transferable and limited to the first-time owner/lessee of the Settlement Class Vehicle.

For subsequent battery replacements beyond the original, Subaru will cover:

- 100% of the Battery Replacement Costs up to a period of five (5) years or sixty thousand (60,000) miles (whichever comes first) from the In-Service Date of the Settlement Class Vehicle, regardless of the number of battery replacements the Settlement Class Vehicle has already received;
- 80% of the Battery Replacement Costs up to a period of seven (7) years or eighty-four thousand (84,000) miles (whichever comes first) from the In-Service Date of the Settlement Class Vehicle; or
- 60% of the Battery Replacement Costs up to a period of eight (8) years or one hundred thousand (100,000) miles (whichever comes first) from the In-Service Date of the Settlement Class Vehicle.

The Extended Warranty battery recharge or replacement coverage will be based on the results of the Authorized Subaru Retailer’s administration of the test in the “Battery Extended Warranty – Midtronics Protocol.” Except as specifically modified in the Settlement Agreement, the 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.

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.

**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 (1) Pre-Notice battery replacements and battery testing and diagnosis performed by an Authorized Subaru Retailer, on a Settlement Class Vehicle in connection with a Qualifying Battery Condition; and/or (2) Pre-Notice towing services in connection with a Qualifying Battery Condition on a Settlement Class Vehicle. Reimbursements for Pre-Notice Qualifying Reimbursable Repair(s) under this section will be at the following rates:

# of Owner Paid Repairs	Within 3 years 36,000 miles	Within 5 years 60,000 miles	Within 7 years 84,000 miles	Within 8 years 100,000 miles
1	120%	100%	N/A	N/A
2	140%	125%	100%	55%
3+	165%	140%	120%	100%

For one (1) Owner Paid Repair, a Settlement Class Member is entitled to:

- 120% reimbursement when the Owner Paid Repair occurred within three (3) years and thirty-six thousand (36,000) miles from the In-Service Date of the Settlement Class Vehicle; or
- 100% reimbursement when the Owner Paid Repair occurred within five (5) years and sixty thousand (60,000) miles from the In-Service Date of the Settlement Class Vehicle.

For two (2) Owner Paid Repairs, a Settlement Class Member is entitled to:

- 140% reimbursement when all Owner Paid Repairs occurred within three (3) years and thirty-six thousand (36,000) miles from the In-Service Date of the Settlement Class Vehicle;
- 125% reimbursement when all Owner Paid Repairs occurred within five (5) years and sixty thousand (60,000) miles from the In-Service Date of the Settlement Class Vehicle;
- 100% reimbursement when all Owner Paid Repairs occurred within seven (7) years and eighty-four thousand (84,000) miles from the In-Service Date of the Settlement Class Vehicle; or
- 55% reimbursement when all Owner Paid Repairs occurred within eight (8) years and one hundred thousand (100,000) miles from the In-Service Date of the Settlement Class Vehicle.

For three (3) or more Owner Paid Repairs, a Settlement Class Member is entitled to:

- 165% reimbursement when all Owner Paid Repairs occurred within three (3) years and thirty-six thousand (36,000) miles from the In-Service Date of the Settlement Class Vehicle;
- 140% reimbursement when all Owner Paid Repairs occurred within five (5) years and sixty thousand (60,000) miles from the In-Service Date of the Settlement Class Vehicle;
- 120% reimbursement when all Owner Paid Repairs occurred within seven (7) years and eighty-four thousand (84,000) miles from the In-Service Date of the Settlement Class Vehicle; or
- 100% reimbursement when all Owner Paid Repairs occurred within eight (8) years and one hundred thousand (100,000) miles from the In-Service Date of the Settlement Class Vehicle.

**Reimbursement of Pre-Notice Third-Party Repairs:** If a Settlement Class Member previously presented his or her vehicle to an Authorized Subaru Retailer or contacted Subaru’s customers service division regarding the battery-related issue, the Settlement Class Member may be entitled to reimbursements for payments made to independent third parties for (1) Pre-Notice battery testing, diagnosis, and replacements on a Settlement Class Vehicle in connection with a Qualifying Battery Condition; and/or (2) Pre-Notice towing services in connection with a Qualifying Battery Condition on a Settlement Class Vehicle.

**Free Reflash:** Any Settlement Class Member who experiences a Qualifying Battery Condition and has not already received the Reflash and completes the “Request for Extended Warranty Battery Service Form,” available at <https://secure.SubaruBatterySettlement.com/warranty>, is entitled to receive the Reflash during the approved Retailer visit at no charge through the duration of the Extended Warranty period. For 2015 and 2016 Subaru Foresters, which were not affected by the alleged issue with the engine control charging logic, for Qualifying Battery Conditions, the Subaru retailer will instead scan the vehicle’s Engine Control Module to determine whether certain diagnostic trouble codes related to the charging system, low voltage, or the power rear lift gate are detected. If the specific codes are identified, then the Subaru retailer will provide the associated repair and clear the stored codes, at no charge. Settlement Class Members may also call toll-free 1-855-606-2625 or email [info@SubaruBatterySettlement.com](mailto:info@SubaruBatterySettlement.com) to assess whether they experienced a Qualifying Battery Condition and if so, to be assigned an appropriate Retailer to receive the Reflash. Settlement Class Members who already received and paid for the Reflash and were not previously reimbursed, are entitled to 100% reimbursement for expenses incurred for the Reflash.

**Reimbursements for Extraordinary Circumstances:** Unless you were previously provided good will by Subaru for the same costs, a cash reimbursement may be available if you previously paid out-of-pocket for two (2) or more battery failures within five (5) years and sixty thousand (60,000) miles from the In-Service Date of the Settlement Class Vehicle. This cash reimbursement may be for 140% of certain Reasonably Related Reimbursable Costs related to your being stranded as a result of a battery failure. To receive reimbursement under this section, the expenses must have been incurred within 48 hours of the repair for such failure. Qualifying expenses under this section may only be recovered up to and including the day on which the vehicle was returned to you by the service center. Recoverable expenses include hotel expenses, meals, equipment purchased to sustain battery operation, and other expenses reasonably related to the battery failure. To receive reimbursement under this section for hotel stays and meals, the expenses must have been incurred not less than 50 miles from the vehicle’s state registered address. A Settlement Class Member qualifying under this section will also be entitled to receive a single-use Subaru service coupon with a face value of \$140, which will remain valid for one year from the Notice Date.

**After-modified exclusions:** A Class Vehicle found to have after-modified electronic components, agreed to impair the electronics or battery performance on the list at Exhibit H of the Settlement Agreement, shall be precluded from the benefits of the Settlement Agreement.

## **6. How do I receive the benefits offered under the Extended Warranty?**

To qualify for the Extended Warranty, you must (1) experience a Qualifying Battery Condition and (2) complete the “Request for Extended Warranty Battery Service Form,” available at <https://secure.SubaruBatterySettlement.com/warranty>. If you are unable to access the form at the website, you may call toll-free 1-855-606-2625 or email [info@SubaruBatterySettlement.com](mailto:info@SubaruBatterySettlement.com) to assess whether you experienced a Qualifying Battery Condition and if so, to be assigned an appropriate Retailer for service.

Once you have satisfied the two requirements above, you may present your Settlement Class Vehicle to an Authorized Subaru Retailer for a free diagnosis to determine whether the battery condition qualifies for Extended Warranty service.

If you have repairs performed on your 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.

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

To receive cash reimbursement, you must submit a Claim Form. You may file a claim electronically at <https://secure.SubaruBatterySettlement.com>. You may also download a copy of the Claim Form from the Important Documents page at [www.SubaruBatterySettlement.com](http://www.SubaruBatterySettlement.com). Complete, print, sign, and date the Claim Form. Keep a copy of the completed Claim Form for your own records. Mail or email the Claim Form with the required documentation to the Settlement Administrator at:

Subaru Battery Settlement  
c/o JND Legal Administration  
P.O. Box 91305  
Seattle, WA 98111  
[info@SubaruBatterySettlement.com](mailto:info@SubaruBatterySettlement.com)

The deadline to file Claim Forms and supporting documentation is 60 days after the Effective Date, which could be as early as **March 9, 2023**. Please check the Settlement Website regularly for updates regarding the Effective Date and claims deadline. If you fail to submit or mail the Claim Form and supporting documents by the required deadline, you will not get paid. Submitting a Claim Form 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 Form in order to receive a cash reimbursement?**

The Claim Form, available at <https://secure.SubaruBatterySettlement.com>, describes in detail the documentation and information that must be submitted in support of your claim. The Settlement Administrator needs documentation showing the specific nature of your out-of-pocket expenses, proving that you are a Settlement Class Member and 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.

**9. When will I receive my payment?**

The Court will hold a Fairness Hearing on November 29, 2022 at 11:00 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, <https://www.SubaruBatterySettlement.com/status>.

**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 battery failure and related services 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 Battery Failure or Qualifying Battery Condition).

The scope of the claims and causes of action being released and the parties being released are outlined in Sections 29-30 of the Settlement Agreement, a copy of which is available at

<https://www.SubaruBatterySettlement.com/documents>, should you wish to review it. You may also contact Class Counsel, listed below, with any questions you may have:

Matthew Mendelsohn  
**Mazie Slater Katz & Freeman, LLC**  
103 Eisenhower Parkway  
Roseland, NJ 07068  
Email: [mrm@mazieslater.com](mailto:mrm@mazieslater.com)

Matthew D. Schelkopf  
**Sauder Schelkopf**  
1109 Lancaster Avenue  
Berwyn, PA 19312  
Email: [mds@sstriallawyers.com](mailto:mds@sstriallawyers.com)

Adam Polk  
**Girard Sharp LLP**  
601 California Street  
Suite 1400  
San Francisco, CA 94108  
Email: [apolk@girardsharp.com](mailto:apolk@girardsharp.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 <https://secure.SubaruBatterySettlement.com/exclusion> no later than November 5, 2022. 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 November 5, 2022 to:

Subaru Battery Settlement - Exclusions  
c/o JND Legal Administration  
P.O. Box 91305  
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 battery failure 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 Matthew D. Schelkopf of Sauder Schelkopf, Matthew Mendelsohn of Mazie Slater Katz & Freeman, LLC, and Adam Polk of Girard Sharp 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 four million one hundred thousand dollars (\$4,100,000), 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.SubaruBatterySettlement.com](http://www.SubaruBatterySettlement.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 \$4,000 for each of the thirteen named Plaintiffs who have conditionally been approved as Settlement Class Representatives (Amy Burd, Walter Gill, David Hansel, Glen McCartney, Roger Baladi, Tamara O'Shaughnessy, Anthony Franke, Matthew Miller, Steven Stone, Howard Bulgatz, Mary Beck, David Davis, and Colin George), 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.

### **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, you can object to the Settlement if you do not like 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 Battery Failure or Qualifying Battery Condition or had any Qualifying 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 November 5, 2022:

The Court	Class Counsel	Defense Counsel
Clerk, United States District Court Mitchell H. Cohen Building & U.S. Courthouse 4th & Cooper Streets Camden, NJ 08101	Matthew Mendelsohn Mazie Slater Katz & Freeman, LLC 103 Eisenhower Parkway Roseland, NJ 07068	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 simply telling the Court that you do not like something about 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, 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 11:00 a.m. on November 29, 2022, in Courtroom 5D of the United States District Court for the District of New Jersey, Camden Division, 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 **November 5, 2022**, 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, you will be bound by the Settlement if the Court approves it, and release the claims described under Section 29 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.SubaruBatterySettlement.com](http://www.SubaruBatterySettlement.com), call toll-free 1-855-606-2625, write Subaru Battery Settlement, c/o JND Legal Administration, P.O. Box 91305, Seattle, WA 98111, or email [info@SubaruBatterySettlement.com](mailto:info@SubaruBatterySettlement.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.SubaruBatterySettlement.com](http://www.SubaruBatterySettlement.com).

**DO NOT CONTACT THE COURT REGARDING THIS NOTICE.**