

## **NOTICE OF CLASS SETTLEMENT**

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY

### **IF YOU BOUGHT OR LEASED ONE OF THE BELOW SUBARU VEHICLES, YOU COULD BENEFIT FROM A CLASS ACTION SETTLEMENT.<sup>1</sup>**

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

- **Please read this notice carefully and in its entirety. Your legal rights to participate in or object to a proposed Settlement are affected.**
- The Settlement provides an *extended warranty* and, where applicable, a *cash compensation or reimbursement* for:
  - Compensation for multiple Qualifying Repairs of Qualifying Starlink Malfunctions;
  - Compensation in the amount of \$16 per day for delay in repair caused by a backorder;
  - Reimbursement for out-of-pocket Qualifying Repair Expenses;
  - Reimbursement for the proportionate value of a Subaru Added Security plan concerning the Starlink Multimedia System.
- To qualify, you must have bought or leased a model-year 2017 through 2018 Subaru Impreza; model-year 2018 Forester, Outback, Legacy, Crosstrek or BRZ equipped with the Generation 3.0 head unit manufactured by Harmon International Industries, Inc.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>SUBMIT A CLAIM FORM</b>	The only way to get a reimbursement, but <i>not</i> necessary to get an extended warranty.
<b>EXCLUDE YOURSELF</b>	Get no reimbursement or extended warranty. This is the only option that allows you to ever be part of any other lawsuit against Subaru about the legal claims in this case.
<b>OBJECT</b>	Write to the Court about why you don't like the Settlement.
<b>GO TO A HEARING</b>	Ask to speak in Court about the fairness of the Settlement.
<b>DO NOTHING</b>	Receive extended warranty but no 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.

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<sup>1</sup> The entire Class Action Settlement Agreement and Release and further details can be viewed on the Settlement website at [www.starlinkinfotainment.settlementclass.com](http://www.starlinkinfotainment.settlementclass.com). Capitalized terms in this Notice have the same meanings as defined in the Settlement Agreement.

## **BASIC INFORMATION**

### **1. Purpose of this Notice.**

This Notice has been sent to you because you are, or may be, a member of the Class of persons whose rights are being determined in this action. According to the records of Subaru of America, Inc., you are a current or past purchaser or lessee of a 2017 Impreza, 2018 Impreza, 2018 Forester, 2018 Outback, 2018 Legacy, 2018 Crosstrek or a 2018 BRZ vehicle equipped with the Generation 3.0 head unit manufactured by Harman International Industries, Inc. (“Settlement Class Vehicles”), and you purchased your vehicle in the continental United States, including Alaska and Hawaii.

Pursuant to Rule 23 of the Federal Rules of Civil Procedure and an order of the Court listed above, this Notice will inform you of the terms of the proposed Settlement of this class action lawsuit and of the hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement. This Notice describes the rights you may have in connection with the Settlement and what steps you may take in relation to the Settlement and this class action litigation.

### **2. Summary of the Proposed Settlement.**

A class action lawsuit was filed against Subaru of America, Inc. (“SOA”) and Subaru Corporation (“SBR,” and, collectively with SOA, the “Defendants”) alleging that the Settlement Class Vehicles experience a range of technical glitches that cause freezing, non-responsiveness or other malfunctions of the Starlink System. The lawsuit alleges that Defendants have violated certain consumer statutes and breached certain warranties, and it seeks certification of a nationwide class of present and former purchasers and lessees of Settlement Class Vehicles to pursue these claims.

Defendants deny these claims. SOA and SBR maintain that the Settlement Class Vehicles are not defective. Defendants maintain that the Settlement Class Vehicles function(ed) in a proper manner, were properly designed, manufactured, distributed, marketed, advertised, warranted and sold, and that Defendants 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.

Without any finding of liability or wrongdoing on the part of Defendants, the Court has preliminarily approved a settlement of the Lawsuit pursuant to which the following benefits will be available to past and present owners and lessees of Settlement Class Vehicles (as applicable) purchased in the continental United States, including Alaska and Hawaii, unless they timely exclude themselves from the Settlement:

- (a) An extension of the New Vehicle Limited Warranty, only with respect to Starlink System in the Settlement Class Vehicles, to cover only Qualifying Repairs performed by an Authorized Subaru Dealer, to a period of five years or 100,000 miles, whichever occurs first (hereinafter, the “Settlement Extended Warranty”).**
- (b) Reimbursement for the proportionate value of a Subaru Added Security plan concerning the Starlink Multimedia System if you previously purchased a Subaru Added Security plan of equal or greater duration than the Settlement Extended Warranty.**
- (c) Compensation for multiple Qualifying Repairs of Qualifying Starlink Malfunctions if you presented your Settlement Class Vehicle to an Authorized Subaru Dealer two or more times, excluding visits related to the March 2017 WTN-74 recall or the January 2019 WTZ-85 recall. These Recalls include (1) NHTSA Campaign Number 17V132000**

**(“Rearview Camera Display may not Function Properly”) relating only to the 2017 Impreza, and (2) NHTSA Campaign Number 18V935000 (“Camera Image may not Display/FMVSS 111”) relating to certain 2018 Outback, Legacy, and BRZ vehicles with Navigation.**

- (d) Compensation for delay caused by the backorder lasting between July 1, 2018, and January 31, 2019 (the “Backorder Period”), if your Settlement Class Vehicle’s Starlink System was inoperable during that Backorder Period and you waited for more than one day for a replacement Starlink head unit to be installed.**
- (e) To the extent not previously reimbursed, a cash reimbursement may be available if you previously paid out-of-pocket for costs associated with a Qualifying Repair to your vehicle to address a Qualifying Starlink Malfunction.**
- (f) To the extent not previously reimbursed, a cash reimbursement of up to \$90 may be available, subject to the terms outlined below, if prior to the date of this Notice you made qualifying out-of-pocket payments for a rental car or ride-hailing service while your Settlement Class Vehicle underwent repairs related to a Qualifying Starlink Malfunction during the Backorder Period.**

**DO NOT TELEPHONE THE COURT REGARDING THIS NOTICE. THE CLERK IS NOT ABLE TO PROVIDE ANY INFORMATION OR ADVICE REGARDING THIS NOTICE.**

### **3. Reasons for 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. 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 benefits from the Settlement that will be given to the Settlement Class Members and balanced these benefits with the risk of litigating the case. They also considered the value of the immediate benefit to Settlement Class Members versus the costs and delay of litigation through trial and appeals, and the risk that the court might not certify the Class. Even if Plaintiffs were successful in these efforts, Settlement Class Members might not receive any benefits for years.

The Court will be holding a hearing on March 4, 2020 to approve or disapprove of the Settlement before it becomes final.

### **WHO IS PART OF THE SETTLEMENT?**

#### **4. Am I in this Class?**

The Court has conditionally approved the following definition of a Settlement Class Member:

**All residents of the continental United States who currently own or lease, or previously owned or leased, a Settlement Class Vehicle originally purchased or leased in the continental United States, including Alaska, or Hawaii.**

If you received this Notice, then Subaru of America’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 receive the benefit of the 5-year/100,000 mile Extended Warranty, but you must do so in order to receive any monetary compensation as part of the Settlement.**

Excluded from the Settlement Class are (a) anyone claiming personal injury, property damage 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 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, and (k) any Settlement Class Member that files a timely and proper Request for Exclusion from the Settlement Class.

**5. I am still not sure if I am included.**

If you are still not sure whether you are included, you can call 844-924-0857, or visit [www.starlinkinfotainment.settlementclass.com](http://www.starlinkinfotainment.settlementclass.com) for more information.

**SETTLEMENT BENEFITS – WHAT YOU GET**

**6. What does the Settlement provide?**

Subaru has agreed to provide the settlement benefits described above, subject to the following terms and conditions:

**(a) Warranty Extension for Current Owners or Lessees of Settlement Class Vehicles:**

Effective on the date of this Notice, Subaru will extend the existing express New Vehicle Limited Warranty on your vehicle, to cover repairs by an authorized Subaru retailer as needed to correct a Qualifying Starlink Malfunction, to a period of five (5) years or one hundred thousand (100,000) miles (whichever occurs first) from the date on which the Vehicle was delivered to either the original purchaser or lessee; or if the vehicle was first placed in service as a “demonstrator” or “company” car, on the date the vehicle was first placed in such service (hereinafter, the “Settlement Extended Warranty”). The warranty extension applies only to Qualifying Starlink Malfunctions. The Settlement Extended Warranty is fully transferable to subsequent vehicle owners.

**If you have repairs performed on your vehicle pursuant to the Settlement 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.

**(b) Reimbursement for the proportionate value of a Subaru Added Security plan concerning the Starlink Multimedia System:**

If you previously purchased a Subaru Added Security plan of equal or greater duration with respect to time or mileage than the Settlement Extended Warranty, you are eligible to receive a reimbursement check of \$5.00, which reflects the value of that Subaru Added Security plan related to the Starlink Multimedia System. If you purchased a Subaru Added Security plan with a lower time or mileage duration than the Settlement Extended Warranty, you will receive the 5- year/100,000-mile Settlement Extended Warranty. **To receive a cash reimbursement, you must submit the Claim Form available at [www.starlinkinfotainment.settlementclass.com](http://www.starlinkinfotainment.settlementclass.com) or mail in a completed Claim Form, together with the proof described in that form. The online submission or mailing must be completed or postmarked by April 1, 2020. Cash reimbursements will be made only if the Court approves the Settlement and after all appeals, if any, are finally resolved.**

**(c) Compensation for multiple Qualifying Repairs of Qualifying Starlink Malfunctions:**

If you presented your Settlement Class Vehicle to an Authorized Subaru Dealer for a Qualifying Repair of a Qualifying Starlink Malfunction two or more times, excluding any visits related to the March 2017 WTN-74 recall (applicable to model year 2017 Impreza vehicles) or the January 2019 WTZ-85 recall (applicable to certain model year 2018 vehicles), you are eligible to receive a cash payment of \$150 for two Qualifying Repairs or \$300 for three or more Qualifying Repairs.

As an alternative to the cash payment, you have the ability to select to receive one of the following : (i) two separate coupons, each valued at \$100, good towards service or merchandise at an Authorized Subaru Dealer (valid for one year), or (ii) a \$400 credit towards the purchase or lease of a new Subaru vehicle (valid for three years). The coupons are not transferable and are valid only for use by the Settlement Class Member.

**To receive a cash payment, or the alternative coupon relief, you must submit the Claim Form available at [www.starlinkinfotainment.settlementclass.com](http://www.starlinkinfotainment.settlementclass.com) or mail in a completed Claim Form, together with the proof described in that form. The online submission or mailing must be completed or postmarked by April 1, 2020. Cash reimbursements will be made only if the Court approves the Settlement and after all appeals, if any, are finally resolved.**

**(d) Compensation for delays in obtaining repairs caused by a backorder:**

If between July 1, 2018, and January 31, 2019 (the “Backorder Period”), your Settlement Class Vehicle’s Starlink head unit became inoperable and you waited for more than one day for a replacement Starlink head unit to be installed, you may be eligible to receive compensation of \$16 for each day that you waited to receive a replacement Starlink head unit. You must have contacted or presented your Settlement Class Vehicle to an Authorized Subaru Dealer during the Backorder Period with a Qualifying Starlink Malfunction and the Authorized Subaru Dealer must have placed an order for a replacement Starlink head unit.

**To receive a cash payment, you must submit the Claim Form available at [www.starlinkinfotainment.settlementclass.com](http://www.starlinkinfotainment.settlementclass.com) or mail in a completed Claim Form,**

**together with the proof described in that form. The online submission or mailing must be completed or postmarked by April 1, 2020. Cash reimbursements will be made only if the Court approves the Settlement and after all appeals, if any, are finally resolved.**

**(e) Reimbursement for Qualifying Starlink Repairs performed by an Authorized Subaru Dealer prior to Notice Date:**

Unless you were previously reimbursed, a cash reimbursement may be available if you previously paid certain out-of-pocket for costs associated with a Qualifying Repair to your vehicle to address a Qualifying Starlink Malfunction.

**To receive a cash reimbursement, you must submit the Claim Form available at [www.starlinkinfotainment.settlementclass.com](http://www.starlinkinfotainment.settlementclass.com) or mail in a completed Claim Form, together with the proof described in that form. The online submission or mailing must be completed or postmarked by April 1, 2020. Cash reimbursements will be made only if the Court approves the Settlement and after all appeals, if any, are finally resolved.**

**(f) Reimbursement for cost of rental vehicles or ride-hailing service incurred as a result of a Qualifying Repair during the Backorder Period:**

Unless you were previously reimbursed, a cash reimbursement may be available if, during the Backorder Period, you previously paid out-of-pocket for a rental car and/or ride-hailing service in connection with a Qualifying Repair to your Settlement Class Vehicle. Reimbursement for a rental car or ride-hailing service will be provided only if the repair of your Settlement Class Vehicle required more than two (2) working days in a single repair period.

The maximum rate of reimbursement for a rental car or ride-hailing service is \$45 per day, and the reimbursement is limited to two (2) days, for a total potential reimbursement of up to \$90.

**To receive a cash reimbursement for any item in this section, you must submit the Claim Form available at [www.starlinkinfotainment.settlementclass.com](http://www.starlinkinfotainment.settlementclass.com) or mail in a completed Claim Form, together with the proof described in that form. The online submission or mailing must be completed or postmarked by April 1, 2020. Cash reimbursements will be made only if the Court approves the Settlement.**

**7. How do I claim the extended warranty?**

If you are a Settlement Class Member who qualifies under this provision, you do not have to do anything to receive the benefit of the Settlement Extended Warranty. Subaru will notify its authorized dealers regarding the Settlement and the extended warranty. You are not required to submit a Claim Form to receive the benefit of the 5-year/100,000-mile Settlement Extended Warranty.

**8. How do I send in a claim for a cash payment or reimbursement?**

To submit a claim for a cash payment or reimbursement, do the following:

- (1) Visit [www.starlinkinfotainment.settlementclass.com](http://www.starlinkinfotainment.settlementclass.com) and fill out the online Claim Form and upload supporting documents no later than **April 1, 2020**; or

- (2) (a) Complete, sign, and date a paper Claim Form (you can print a Claim Form at [www.starlinkinfotainment.settlementclass.com](http://www.starlinkinfotainment.settlementclass.com)). Keep a copy of the completed Claim Form for your own records; and  
  
(b) Mail the Claim Form and all required documentation, postmarked no later than **April 1, 2020**, to the address on the Claim Form.

If you fail to submit or mail in 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.

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

The Claim Form, which is available on the Settlement website at [www.starlinkinfotainment.settlementclass.com](http://www.starlinkinfotainment.settlementclass.com), describes in detail the documentation and information that must be submitted in support of your claim. The Settlement Administrator needs documents showing the specific nature of your out-of-pocket expenses. You must submit genuine and legible copies of any of the following, which prove that you are a Class Member and that your claim satisfies the requirements for a reimbursement: receipts, credit card statements, bank statements, invoices, or historical accounting records receipts (“documents”). The Claim Form also is available on the Settlement website at [www.starlinkinfotainment.settlementclass.com](http://www.starlinkinfotainment.settlementclass.com).

**10. If I submit a claim, when do I get my payment or reimbursement or learn whether I will receive a payment, and what are my rights?**

The Court will hold a Fairness Hearing on March 4, 2020, 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. The final or “Effective Date” of the Settlement will be the first day after (i) the Court enters a Final Order and Judgment approving the Settlement and (ii) either all appeals have been finally determined or resolved in a manner which affirms the Final Order and Judgment, or no appeal was filed and the time to do so has expired. Information about the progress of the case will be available at [www.starlinkinfotainment.settlementclass.com](http://www.starlinkinfotainment.settlementclass.com).

If the Settlement Administrator approves your claim, a reimbursement check will be sent to you within sixty (60) days after receipt of your claim or sixty (60) days after the Effective Date, whichever is later. If the Settlement Administrator determines your claim should not be paid or should be paid only in part, then you will be mailed a letter telling you the amount you are to receive, if any; the reason(s) why your claim was denied in whole or in part; and your rights to either accept the award or seek additional review of your claim. The letter will be mailed within the same period described above. The letter will be accompanied by a Claim Decision and Option Selection Form which explains your rights and must be completed and mailed back to the Settlement Administrator if you choose certain options described below.

If your claim is denied in whole or in part, you will have the following options to choose from:

- (a) **You may accept the reimbursement award either by doing nothing or, for faster processing, checking the appropriate box on the form stating that you are accepting the**

**award and mailing the form back to the Settlement Administrator. If you accept the reimbursement amount awarded by the Settlement Administrator, you may not later contest the sufficiency of the amount awarded.**

- (b) If the Settlement Administrator denied your claim in whole or in part because you did not submit sufficient proof, and you have additional documents that contain the information missing from your original claim, you will have the opportunity to “cure” your claim by checking the appropriate box in the form and mailing the appropriate documents with the form to the Settlement Administrator within thirty (30) days of receiving the letter. If the paperwork contains the needed information (and you are otherwise eligible), you may receive a greater or full reimbursement. If not, you will still have the option of requesting a second review of your claim. You will receive the Settlement Administrator’s response within sixty (60) days of the Effective Date or within forty-five (45) days after receipt by the Settlement Administrator, whichever occurs later.**
  
- (c) If you do not agree with the Settlement Administrator’s decision, you can request a second review of your claim.**
  - (i) To request a second review, you must check the appropriate box on the Claim Decision and Option Selection Form received from the Settlement Administrator, and mail the form back to the Settlement Administrator within (a) thirty (30) days of receiving the initial letter, or (b) thirty (30) days of your receipt of the Settlement Administrator’s response to your “cure” attempt discussed in paragraph (b) above. You may rely solely on the documents and proof already submitted, and if you choose, you may submit a written statement setting forth the reasons why you believe the decision on your claim should be different.
  - (ii) The second reviewer will review the original decision and determine, based upon the claim and materials you submitted, whether the initial determination should be adjusted.
  - (iii) The second review determination will be mailed to you within forty-five (45) days of the date in which the request for second review with supporting documentation was received by the Settlement Administrator, or within sixty (60) days after the Effective Date of the Settlement, whichever is later. It will state the reasons why the initial determination was either adjusted or not changed. If a reimbursement is awarded, it will be included with your second review determination.

To check on the status of your claim, you can call the Settlement Administrator at 844-924-0857.

In the event that you wish to appeal the Settlement Administrator’s second review determination, you may appeal the determination to the Better Business Bureau (“BBB”). Any appeal to the BBB must be made within ninety (90) days following the date of the Settlement Administrator’s second review determination, and any decision by the BBB will be final and binding upon both parties.

Subaru will pay any cost charged by the BBB for resolving the dispute, but you will be responsible for your own attorneys’ fees, should you retain an attorney, and other expenses.



## 11. What am I giving up to stay in the Class?

Unless you exclude yourself, you will be part of the Settlement Class. By staying in the Class, you can avail yourself of any and all benefits under the Settlement 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 Starlink Multimedia System and Qualifying Starlink Malfunctions in your Settlement Class Vehicle. You will not be able to commence or be a part of any lawsuit or arbitration, or pursue any claim, against Defendants and any Released Parties relating to such matters. Staying in the Class also means that all of the Court's orders will apply to you and legally bind you. However, the Settlement will not release any claims for personal injury or damage to property.

The scope of the claims and causes of action being released and the parties being released are set forth in Section V of the Settlement Agreement, a copy of which is available on the Settlement website, [www.starlinkinfotainment.settlementclass.com](http://www.starlinkinfotainment.settlementclass.com), should you wish to review it. You may also contact Class Counsel, whose contact information is set forth below, with any questions you may have:

Benjamin F. Johns, Esq. Andrew W. Ferich, Esq.  
Chimicles Schwartz Kriner &  
Donaldson Smith LLP  
361 W. Lancaster Avenue  
Haverford, Pennsylvania 19041  
610-642-5708

Daniel R. Lapinski, Esq. Motley Rice LLC  
210 Lake Drive East, Suite 101  
Cherry Hill, New Jersey 08002  
856-667-0500

Kevin P. Roddy, Esq.  
Wilentz, Goldman & Spitzer, P.A.  
90 Woodbridge Center Drive, Suite 900  
Woodbridge, NJ 07095  
732-855-6402

### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

## 12. How do I exclude myself from this Settlement?

To exclude yourself from the Settlement, you must fully complete and submit the online form available at [www.starlinkinfotainment.settlementclass.com](http://www.starlinkinfotainment.settlementclass.com) no later than **February 17, 2020**, or sign and return a completed Request for Exclusion Form by U.S. mail (or an express mail carrier) postmarked no later than **February 17, 2020** to:

Udeen v. Subaru of America, Inc.  
c/o JND Legal Administration  
PO Box 91327  
Seattle, WA 98111

If you timely submit your fully completed and signed 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.

**13. If I do not exclude myself, can I sue Subaru later?**

No. If you do not timely exclude yourself from the Settlement, you cannot sue for any matters, legal claims or damages (other than for personal injury or damage to property) relating to Starlink Malfunctions in your Settlement Class Vehicle(s).

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

No. If you exclude yourself from the 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 a class action settlement. You cannot do both.

**THE LAWYERS REPRESENTING YOU**

**15. Do I have a lawyer in this case?**

The Court has appointed Benjamin F. Johns, Esq. and Andrew W. Ferich, Esq. of Chimicles Schwartz Kriner & Donaldson Smith LLP, Daniel R. Lapinski, Esq. of Motley Rice LLC, and Kevin P. Roddy, Esq. of Wilentz, Goldman & Spitzer, P.A. to represent the 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.

**16. How will the lawyers be paid, and will the Plaintiff Settlement Class Representatives receive service payments?**

Based on a Class size that is estimated to be more than 500,000 members and the value of the Settlement to Class Members estimated to be more than \$6,250,000, Class Counsel will apply to the Court, on behalf of all counsel for plaintiffs, for reimbursement of reasonable attorney fees and litigation expenses in an amount up to \$1,500,000 (“one million five hundred thousand dollars”), 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 the above 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 you under the Settlement.

Class Counsel will also apply to the Court for service awards of \$3,500 for each of the named Plaintiffs who have conditionally been approved as Settlement Class Representatives, for their initiative and effort in pursuing this litigation for the benefit of the Class. Service awards will be paid by Defendants and will not reduce any benefits available to you under the Settlement.

Class Counsel’s motion for fees and expenses and Settlement Class Representative service awards will be made available for review at [www.starlinkinfotainment.settlementclass.com](http://www.starlinkinfotainment.settlementclass.com) after it is filed with the Court.

## **SUPPORTING OR OBJECTING TO THE SETTLEMENT**

### **17. How do I tell the Court that I like or dislike the Settlement?**

If you are a member of the Class and do not request to be excluded, you can tell the Court you like the Settlement and it should be approved, or that you object to the Settlement if you do not like it. The Court will consider all timely comments from Class Members. As a Class Member, you will be bound by the court's final decision regarding the approval of this Settlement. You are not required to submit anything to the Court unless you are objecting or wish to be excluded from the Settlement.

To object, you must submit a letter to the Court, with copies to Class Counsel and defense counsel listed below, and to Subaru at the address contained in this Notice, saying that you are objecting to the Settlement in *Udeen, et al. v. Subaru of America, Inc., et al.*, Case No. 1:18-cv-17334-RBK-JS.

Your objection must include your full name, address, telephone number, the model year and VIN of your vehicle and proof that you own(ed) or lease(d) it, a statement of all your factual and legal grounds for objecting, any documents and/or briefs supporting your objection, a statement of whether you intend to appear at the Fairness Hearing, and your signature.

You must also provide a list of all other objections (if any) you 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 the case was pending and the docket number, and whether you were represented by an attorney in connection with your objection; or if you have not made any such prior objection, an affirmative statement to that effect.

Your comment(s) must also state the identity of all attorneys representing you, if any, who will appear at the Fairness Hearing. Be sure to send your objection via the Court's electronic filing system, or by mail to the three different places set forth below, postmarked no later than **February 13, 2020**:

**The Court:**

Clerk, United States District Court  
District of New Jersey  
Mitchell H. Cohen Building & U.S. Courthouse  
4th & Cooper Streets  
Camden, NJ 08101

**Class Counsel:**

Benjamin F. Johns, Esq. Andrew W. Ferich, Esq.  
Chimicles Schwartz Kriner &  
Donaldson Smith LLP  
361 W. Lancaster Avenue  
Haverford, Pennsylvania 19041

**Defense Counsel:**

Neal Walters  
Ballard Spahr LLP  
210 Lake Drive East, Suite 200  
Cherry Hill, NJ 08002

If you intend to appear at the Fairness Hearing personally or through a lawyer, you must, prior to the February 13, 2020 deadline, file with the Clerk of the Court and serve on all counsel designated above 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.

If you do not submit a written comment on or objection to the proposed Settlement or the application of Class Counsel for attorney fees and expenses and/or class representative service awards, in accordance with the deadline and procedure set forth above, you will waive your right to be heard at the Fairness Hearing and to appeal from any order or judgment of the Court concerning the matter.

**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 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 Class and the Settlement and wish to preserve any claims against Subaru that you may have. 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 on **March 4, 2020** in Courtroom 4D of the United States District Court for the District of New Jersey, Camden Division, Mitchell H. Cohen Building & U.S. Courthouse, 4<sup>th</sup> & 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. But, 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 you sent your written objection such that it is received on time, 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?**

If you do not exclude yourself, you may ask the Court's permission to speak at the hearing concerning the proposed Settlement or the application of Class Counsel for attorneys' fees and expenses and class representative service payments. To do so, you must submit a letter notice saying that it is your intention to appear at the Fairness Hearing in *Udeen, et al. v. Subaru of America, Inc., et al.*, Case No. 1:18-cv-17334-RBK-JS. The letter notice must state the position you intend to present at the hearing, state the identities of all attorneys who will represent you (if any), and must include your full name, current address, telephone number, model and model year and VIN of your Settlement Class Vehicle(s), and your signature. You must send your letter notice to the Clerk of the Court, Class Counsel, and defense counsel at the addresses listed above, such that it is postmarked no later than February 13, 2020. You may combine this notice and your comments in a single letter. You cannot speak at the hearing if you excluded yourself from the Settlement.

## **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 V of the Settlement Agreement.

### **23. No further notices unless Settlement approved.**

You will receive no further notices concerning approval of this proposed Settlement Agreement.

## **ADDITIONAL INFORMATION**

### **24. How can I obtain more information?**

Visit the website at [www.starlinkinfotainment.settlementclass.com](http://www.starlinkinfotainment.settlementclass.com), where you can find extra Claim Forms and more information on this litigation and Settlement. Updates regarding the case will also be available on the website. You may also contact Class Counsel if you have any questions.

For definitions regarding any terms used in this Notice, such as “backorder period” for example, please see the Settlement Agreement which is available on the Settlement website.