

**PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY.
IT IMPACTS YOUR LEGAL RIGHTS AND DESCRIBES THE STEPS
YOU MAY WISH TO TAKE.**

NOTICE OF CLASS SETTLEMENT

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY

**If you have bought or leased specific Subaru vehicles, you
might be eligible for benefits 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 *Hickman, et al. v. Subaru of America, Inc.*, No. 1:21-CV-02100-NLH-AMD.
- The Settlement provides extended warranty and extended parts warranty service for Qualifying Extended Warranty Failures experienced on or after the date of this Notice.
- The Settlement also provides, where applicable, a cash reimbursement for Qualifying CVT Repairs prior to the date of this Notice (“Pre-Notice”).
- The Settlement also provides for a Voucher in the amount of either \$400 or \$750 depending on the amount of visits made for a Qualifying Voucher Failure prior to the date of this Notice.
- To qualify for settlement benefits, you must have bought or leased a model year 2019-2020 Subaru Ascent.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT INCLUDE:	
SUBMIT A CLAIM FOR CASH REIMBURSEMENT	To receive a reimbursement, you must submit a claim. Claims can be made online or mailed and must be submitted or postmarked by April 15, 2024. This is the only way to receive a cash reimbursement.
GET AN EXTENDED WARRANTY OR EXTENDED PARTS WARRANTY	You do not need to do anything to ensure coverage under the Settlement Extended Warranty or Settlement Extended Parts Warranty.
EXCLUDE YOURSELF	By excluding yourself, you forfeit the right to a reimbursement, Settlement Extended Warranty, Settlement Extended Parts Warranty coverage, and any Voucher. However, this is the only way you can be part of another lawsuit against Subaru regarding the legal claims in this case. The deadline to exclude yourself is February 29, 2024 .
OBJECT	Write to the Court about why you don't like the Settlement. The deadline to object is February 29, 2024 .
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 29, 2024 .
DO NOTHING	If you take no action, you will still be entitled to a Settlement Extended Warranty or Settlement Extended Parts Warranty, but you will forfeit your 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.

What This Notice Contains

BASIC INFORMATION..... 4

1. Why did I receive a notice? 4

2. What is the lawsuit about? 4

3. Why is there a settlement? 4

WHO IS PART OF THE SETTLEMENT CLASS? 4

4. Am I a Settlement Class Member? 4

SETTLEMENT BENEFITS – WHAT YOU GET 5

5. What does the Settlement provide?..... 5

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

7. What type of supporting documentation must I submit with my Claim Form in order to receive a cash reimbursement? 7

8. When will I receive my payment? 7

9. What am I giving up by staying in the Settlement Class? 7

EXCLUDING YOURSELF FROM THE SETTLEMENT 8

10. How do I exclude myself from the Settlement?..... 8

11. If I do not exclude myself, can I sue Subaru for the same thing later?..... 8

12. If I exclude myself, can I get the benefits of this Settlement? 8

THE LAWYERS REPRESENTING YOU 9

13. Do I have a lawyer in this case?..... 9

14. How will the lawyers be paid?..... 9

15. Will the Settlement Class Representatives receive service payments? 9

OBJECTING TO THE SETTLEMENT 9

16. How do I tell the Court that I dislike the Settlement?..... 9

17. What is the difference between objecting and excluding?..... 10

FAIRNESS HEARING..... 10

18. When and where will the Court decide whether to approve the Settlement? 10

19. Do I have to come to the hearing? 11

20. May I speak at the hearing? 11

IF YOU DO NOTHING 11

21. What happens if I do nothing at all? 11

22. Will I receive further notices if the Settlement is approved?..... 11

ADDITIONAL INFORMATION..... 11

23. How can I obtain more information? 11

Questions? Visit www.CVTClassActionSettlement.com or call 1-877-871-0321

BASIC INFORMATION

1. Why did I receive a notice?

This Notice was sent to you because Subaru of America, Inc.’s records suggest that you might be a current or former buyer or lessee of a Settlement Class Vehicle. It explains the proposed Settlement, the upcoming court hearing to evaluate the Settlement’s fairness, and your rights and possible actions related to the Settlement.

2. What is the 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 some of Subaru’s vehicles have a design defect in their continuously variable transmissions (“CVT”). It also claims that Subaru violated consumer laws and breached warranties. The lawsuit aims to represent all current and former buyers and lessees of these vehicles.

Subaru, however, denies these claims. They maintain that their vehicles are not defective and have functioned properly. They further claim that they haven’t violated any warranties, laws, or statutes and have provided warranty coverage when necessary.

3. Why is there a settlement?

In a class action, one or more people (“class representatives”) sue on behalf of others with similar claims. These people form a class, with the class representatives and class members being the plaintiffs, and the companies they sued are the defendants.

Rather than a court verdict, both sides have agreed to a settlement without any admission of fault. This allows everyone to avoid the risk and cost of a trial, ensuring quicker compensation for those affected (the “Settlement Class Members”).

Plaintiffs’ Counsel evaluated the significant settlement benefits to Settlement Class Members against the risks and costs of ongoing litigation. They considered the immediate benefit to Settlement Class Members versus the costs and delays of continued litigation, potential trial and appeals, and the risk of the proposed Class not getting court certification. Even with litigation success, it might take years for Settlement Class Members to receive any benefits.

The Settlement is not final yet. The Court will hold a hearing to approve or disapprove it.

WHO IS PART OF THE SETTLEMENT CLASS?

4. Am I a Settlement Class Member?

You are eligible as a Settlement Class Member if you are a resident of the continental United States, including Hawaii or Alaska, and are a current or former owner or lessee of a Settlement Class Vehicle originally purchased or leased in the United States, including Alaska or Hawaii. Settlement Class Vehicles encompass 2019–2020 Subaru Ascent models. This eligibility applies to you if the vehicle was purchased for reasons other than resale. Please note that the definition of a Settlement Class Member also includes military personnel stationed overseas.

However, the following entities are explicitly excluded from the Settlement Class:

- Claims for personal injury and/or property damage, although claims for a Qualifying Failure in a Settlement Class Vehicle are included, not considering any unclaimed additional personal injury or property damage.
- All Judges managing the Action and their spouses.
- All current employees, officers, directors, agents, and representatives of Defendants and their family members.
- Any affiliate, parent, or subsidiary of Defendants and any entity in which Defendants have a controlling interest.
- Used car dealers.
- Anyone who purchased a Settlement Class Vehicle solely for resale.
- Anyone who purchased a Settlement Class Vehicle with a salvaged title and/or any insurance company that acquired a Settlement Class Vehicle as a total loss.
- Any insurer of a Settlement Class Vehicle.
- Issuers of extended vehicle warranties and service contracts.
- Any Settlement Class Member who, before the date of the Settlement Agreement, settled with and released Defendants or any Released Parties from any Released Claims.
- Any Settlement Class Member filing a timely and proper Request for Exclusion from the Settlement Class.
- 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 aforementioned Settlement Class Vehicles covered under this Settlement. You are not obligated to submit a Claim Form to be eligible for Settlement Extended Warranty or Settlement Extended Parts Warranty coverage, but to request reimbursements or a Voucher as part of the Settlement, you must submit a Claim Form by April 15, 2024. If you experience a Qualifying CVT Failure on or after the date of this Notice, visit www.CVTClassActionSettlement.com to learn more about Settlement Extended Warranty or Settlement Extended Parts Warranty coverage.

SETTLEMENT BENEFITS – WHAT YOU GET

5. What does the Settlement provide?

The Settlement provides the following:

1. An Extended Warranty and Extended Parts Warranty for specified failures.
2. A possible cash reimbursement if a Settlement Class Member paid out-of-pocket for an authorized pre-Notice Qualifying CVT Repair.
3. A Voucher worth \$400 or \$750, depending on the number of visits for a Qualifying Failure before this Notice's date.

Settlement Extended Warranty Coverage: Effective from the Notice Date, Subaru will extend its Powertrain Limited Warranty to include Qualifying Failures or components damaged by a

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faulty MPT clutch, such as the transmission shaft. This Settlement Extended Warranty, which covers repair work performed by an Authorized Subaru Dealer, extends for eight years or 100,000 miles from the In-Service Date, whichever comes first. If an initial repair doesn't rectify the problem, the warranty provides for a CVT replacement if necessary. All costs associated with Qualifying Repairs performed by an Authorized Subaru Dealer are covered. The Extended Warranty is transferable within its coverage period.

This Settlement Extended Warranty aligns with the terms and conditions of the original Powertrain Limited Warranty and Warranty and Maintenance Booklet, except for modifications specified in the Settlement Agreement.

You can't opt out or exclude yourself from the Settlement Class if you have repairs performed under the Extended Warranty. You can't recover more than one benefit or reimbursement for the same repair.

Settlement Extended Parts Warranty Coverage: From the Notice Date, Subaru will extend its Limited Warranty for Genuine Subaru Replacement Parts and Accessories for any MPT clutch replacement to two years with no mileage limit. This Settlement Extended Parts Warranty covers all associated costs of Qualifying Repairs performed by an Authorized Subaru Dealer and is transferable within its coverage period.

Except as specifically modified in the Settlement Agreement, the Settlement Extended Parts Warranty is subject to the same terms and conditions as outlined in the Limited Warranty for Genuine Subaru Replacement Parts and Accessories and Warranty and Maintenance Booklet originally provided with your vehicle.

You can't opt out or exclude yourself from the Settlement Class if you have repairs performed under the Extended Parts Warranty. You can't recover more than one benefit or reimbursement for the same repair.

Voucher for Multiple Qualifying Repair Visits: To qualify for a Voucher, a Class Member must be a current or former owner/lessee of a Class Vehicle as of the Notice Date. You must provide proof that you have had at least two previous instances of presenting the vehicle to an Authorized Subaru Dealer for a Qualifying CVT Failure or contacted SOA's customer service division about a Qualifying CVT Failure. Voucher value depends on the number of Qualifying Repair visits: \$400 for two visits, and \$750 for three or more visits. The Voucher must be used within a year of issuance and is non-transferable. Recall-related visits or repairs do not count towards voucher eligibility.

If you receive a Voucher, you can't opt out or exclude yourself from the Settlement Class. You can't recover more than one benefit or reimbursement for the same repair.

Pre-Notice Qualifying Reimbursable Expenses: Unless previously reimbursed, a cash reimbursement might be available if you paid out-of-pocket costs for any repair, attempted repair, replacement, or inspection performed by an Authorized Subaru Dealer primarily addressing a Qualifying CVT Failure, excluding any Recall-related repairs or visits, prior to this Notice's date. Settlement Class Members may not receive reimbursement for repair work addressing a condition unrelated to a Qualifying CVT Failure or repairs performed due to any Subaru Recalls, including those related to the CVT, which fall under the National Traffic and Motor Vehicle Safety Act, 49 U.S.C. §§ 30101–30505.

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

To receive reimbursement, you must submit a Claim Form. You may file a claim electronically at www.CVTClassActionSettlement.com. You may also download a copy of the Claim Form from the Important Documents page at www.CVTClassActionSettlement.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 CVT Settlement Administrator
c/o JND Legal Administration
P.O. Box 91465
Seattle, WA 98111
info@CVTClassActionSettlement.com

Claim Forms and supporting documentation must be submitted online or postmarked by **April 15, 2024** or they will not be considered. 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.

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

The Claim Form, available at www.CVTClassActionSettlement.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.

8. When will I receive my payment?

The Court will hold a Fairness Hearing on April 16, 2024 at 2:00 pm 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, www.CVTClassActionSettlement.com.

9. 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 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 CVT Failure).

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

Abigail Gertner
Berger Montague PC
1818 Market Street
Suite 3600
Philadelphia, PA 19103
Email: agertner@bm.net

Amev J. Park
Berger Montague PC
1818 Market Street
Suite 3600
Philadelphia, PA 19103
Email: apark@bm.net

Russell D. Paul
Berger Montague PC
1818 Market Street
Suite 3600
Philadelphia, PA 19103
Email: rpaul@bm.net

EXCLUDING YOURSELF FROM THE SETTLEMENT

10. 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 www.CVTClassActionSettlement.com no later than February 29, 2024. 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 29, 2024 to:

Subaru CVT Settlement Administrator - Exclusions
c/o JND Legal Administration
P.O. Box 91465
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.

11. 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 CVT Failure and related services in your Settlement Class Vehicle(s).

12. 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

13. Do I have a lawyer in this case?

Yes. The Court has appointed Abigail Gertner, Amey J. Park, and Russell Paul of Berger Montague PC 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.

14. 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 hundred and fifty thousand dollars (\$750,000), 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.CVTClassActionSettlement.com, after it is filed with the Court.

15. Will the Settlement Class Representatives receive service payments?

Yes. Class Counsel will also apply to the Court for service awards of \$3,750 for each named Class Representative, such that there will be one payment per vehicle owned or leased by the named Class Representatives, who have conditionally been approved as Settlement Class Representatives (Aimee Hickman, Jared Hickman, William Treasurer, Kelly Drogowski, Frank Drogowski, John Taitano, Richard Palermo, Lori Woiwode, Shawn Woiwode, Carolyn Patol, Cassandra Sember, and Steven Sember) 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

16. 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 timely and valid 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 (e.g., 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 Failure or had any Qualifying 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 29, 2024:

The Court	Class Counsel	Defense Counsel
Clerk, United States District Court Mitchell H. Cohen Building & U.S. Courthouse 4th & Cooper Streets Camden, NJ 08101	Russell D. Paul, Esq. Berger Montague PC 1818 Market Street Suite 3600 Philadelphia, PA 19103	Neal Walters Ballard Spahr, LLP 700 East Gate Drive Suite 300 Mount Laurel, NJ 08054

17. 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

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

The Court will hold a Fairness Hearing at 2:00 pm on April 16, 2024 in Courtroom 3A 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

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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.

19. 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.

20. 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 16 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 29, 2024 or it will not be considered, and you will not be allowed to speak at the hearing.

IF YOU DO NOTHING

21. 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. You will also be entitled to Settlement Extended Warranty and Settlement Extended Parts Warranty coverage. You must file a claim to seek a reimbursement payment.

22. 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

23. How can I obtain more information?

For more information, visit www.CVTClassActionSettlement.com, call toll-free 1-877-871-0321, write Subaru CVT Settlement Administrator, c/o JND Legal Administration, P.O. Box 91465, Seattle, WA 98111, or email info@CVTClassActionSettlement.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.CVTClassActionSettlement.com.

DO NOT CONTACT THE COURT REGARDING THIS NOTICE.

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