

## 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 reimbursement* for:
  - Connecting rod bearing or main bearing related engine repairs;
  - Related rental cars and towing expenses.
- To qualify you must have bought or leased a model-year 2012 through 2014 Subaru Impreza WRX or a model-year 2012 through 2017 Impreza WRX STi with vehicle identification number (VIN) ending with CG203168 and up for 5-door models, and CG006225 through H9826807 for 4-door models.

<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 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 <http://www.enginebearings.settlementclass.com>. Capitalized terms in this Notice have the same meanings as defined in the Settlement Agreement.

## **BASIC INFORMATION**

### **1. Purpose of 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 model-year 2012 through 2014 Subaru Impreza WRX or a model-year 2012 through 2017 Impreza WRX STi vehicle, with vehicle identification number (VIN) ending with CG203168 and up for 5-door models, and CG006225 through H9826807 for 4-door models, and you purchased your vehicle in the continental United States, including Alaska.

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 litigation 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 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 suffer from a design defect in some vehicles that can cause premature connecting rod and main bearing failure. 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, unless they timely exclude themselves from the Settlement:

- (a) An extension of the Powertrain Limited Warranty, to cover repairs by an authorized Subaru dealer as needed to correct connecting rod bearing or main bearing failure, to a period of eight (8) years or one hundred thousand (100,000) miles, whichever occurs first (hereinafter, the “Extended Warranty”). The same terms and limitations available under the original Powertrain Limited Warranty apply to the Extended Warranty. Consistent with those original terms and limitations, SOA will not repair any Settlement Class Vehicles that, prior to the

connecting rod bearing or main bearing failure, contained certain modifications listed in the Settlement Agreement, or other conditions typically disqualifying the vehicle for coverage.

- (b) To the extent not previously reimbursed, a cash reimbursement may be available if you previously paid out-of-pocket for costs associated with a repair to your vehicle to address connecting rod bearing or main bearing failure.
- (c) 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 while your Settlement Class Vehicle underwent repairs related to connecting rod bearing or main bearing failure.

**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 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.**

This Settlement applies only to Settlement Class Vehicles that were distributed by Subaru of America, Inc. for sale or lease in the continental United States, including Alaska. It does not apply to vehicles that were imported into, distributed or originally sold outside of the continental United States, including Hawaii. If you received this Notice, then 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 8 year/100,000 mile Extended Warranty.**

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 1-855-384-8926, or visit <http://www.enginebearings.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 Powertrain Limited Warranty on your vehicle, to cover repairs by an authorized Subaru retailer as needed to correct a qualifying connecting rod bearing or main bearing failure, to a period of eight (8) 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 “Extended Warranty”). The warranty extension applies only to

qualifying connecting rod bearing or main bearing failures. The Extended Warranty remains transferable.

Except as specifically modified herein, the Extended Warranty is subject to the same terms and conditions of the original Powertrain Limited Warranty as set forth in the Warranty and Maintenance Booklet originally provided with your vehicle. For example, as set forth in the original express limited warranty, damages resulting from abuse, alteration, or modification, a collision or crash, vandalism and/or other impact shall be excluded and not covered by the Extended Warranty. Consistent with those original terms and limitations, SOA will not repair any Settlement Class Vehicles that, prior to the connecting rod bearing or main bearing failure, contained certain modifications listed in the Settlement Agreement, or other conditions typically disqualifying the vehicle for coverage.

**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.

**(b) Reimbursement for Repairs Performed by an Authorized Subaru Retailer 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 repair to your vehicle to address connecting rod bearing or main bearing failure.

A cash reimbursement will not be available if the vehicle's service documentation indicates that the work resulted from certain modifications to the vehicle, abuse, a lack of engine maintenance or failure to comply with the oil and oil filter maintenance requirements and time/mileage schedule of the vehicle's Warranty Maintenance Booklet and Owners' Manual.

**To receive a cash reimbursement, you must submit the claim form available at <http://www.enginebearings.settlementclass.com>, or mail in the enclosed Claim Form, together with the proof described in that form. The online submission or mailing must be completed or postmarked by May 22, 2019. Cash reimbursements will be made only if the Court approves the Settlement and after all appeals, if any, are finally resolved.**

**(c) Reimbursement for Repairs Performed by an Independent Repair Shop prior to Notice Date:**

Unless you were previously reimbursed, a cash reimbursement, subject to a cap, may be available if you previously paid out-of-pocket for certain costs associated with a repair to your vehicle to address connecting rod bearing or main bearing failure at an independent repair shop, but *only* if you first presented your vehicle to an authorized Subaru Retailer that declined to repair the vehicle at no charge to you.

A cash reimbursement, subject to a cap depending on the scope of work performed, will not be available if the vehicle's service documentation indicates that the work resulted from certain modifications to the vehicle, abuse, a lack of engine maintenance or failure to comply with the oil and oil filter maintenance requirements and time/mileage schedule of the vehicle's Warranty

Maintenance Booklet and Owners' Manual. **To receive a cash reimbursement, you must submit the claim form available at <http://www.enginebearings.settlementclass.com>, or mail in the enclosed Claim Form, together with the proof described in that form. The online submission or mailing must be completed or postmarked by May 22, 2019. Cash reimbursements will be made only if the Court approves the Settlement.**

**(d) Reimbursement to Settlement Class Members who Sold or Traded in their Vehicles with an Unrepaired Qualifying Failure.**

If you experienced a Qualifying Failure and sold or traded in your class vehicle prior to obtaining a repair, you may receive a payment of up to \$4,000, but *only* if you had first presented your vehicle to an authorized Subaru Retailer that declined to repair the vehicle at no charge to you, and *only* if you received substantially less than fair market value for your vehicle. Any such payments will be determined on a case-by-case basis by SOA.

**(e) Reimbursement for Cost of Rental Vehicles and Towing Incurred as a Result of a Qualifying Repair:**

Unless you were previously reimbursed, a cash reimbursement may be available if, prior to the date of this Notice, you previously paid out-of-pocket for a rental car and/or towing in connection with a qualifying repair to your Settlement Class Vehicle involving connecting rod bearing or main bearing failure. Reimbursement for a rental car 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 is \$45.00 per day, and the reimbursement is limited to two (2) days, for a total potential reimbursement of up to \$90.

If a Settlement Class Vehicle was towed to an Authorized Subaru Dealer, and the dealer is able to confirm that the towing was necessitated by a qualifying connecting rod bearing or main bearing failure, then you may be entitled to reimbursement for the costs you incurred.

**To receive a cash reimbursement for any item in this section, you must submit the claim form available at <http://www.enginebearings.settlementclass.com>, or mail in the enclosed Claim Form, together with the proof described in that form. The online submission or mailing must be completed or postmarked by May 22, 2019. 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 extended warranty. Subaru will notify authorized dealers regarding the Settlement and the extended warranty. You are not required to submit a Claim Form to receive the benefit of the 8 year/100,000 mile Extended Warranty.

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

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

(1) Visit <http://www.enginebearings.settlementclass.com> and fill out the online claim form and upload supporting documents no later than May 22, 2019; or

(2)(a) Complete, sign, and date the enclosed Claim Form (you can also print a Claim Form at <http://www.enginebearings.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 May 22, 2019, 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 enclosed with this Notice, and available on the settlement website at <http://www.enginebearings.settlementclass.com>, describes in detail the documentation and information that must be submitted in support of your claim. The Claims 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 <http://www.enginebearings.settlementclass.com>.

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

The Court will hold a Fairness Hearing on June 5, 2019, 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. 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 <http://www.enginebearings.settlementclass.com>.

If Subaru approves your claim in full, a reimbursement check will be sent within sixty (60) days after receipt of your claim or sixty (60) days after the Effective Date, whichever is later. If Subaru 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 Subaru 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 Subaru. If you accept the reimbursement amount awarded by Subaru, you may not later contest the sufficiency of the amount awarded.
- (b) If Subaru 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 Subaru 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 Subaru’s response within sixty (60) days of the Effective Date or within forty-five (45) days after receipt by Subaru, whichever occurs later.
- (c) If you do not agree with Subaru’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 Subaru, and mail the form back to Subaru within (a) thirty (30) days of receiving the initial letter, or (b) thirty (30) days of your receipt of Subaru’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 Subaru, 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 Subaru at 1-855-384-8926.

In the event that you wish to appeal Subaru’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 Subaru'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 the engine and its components as they relate to connecting rod bearing and main bearing failures 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 (other than damage to the Settlement Class Vehicle related to connecting rod bearing or main bearing failure).

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, <http://www.enginebearings.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:

Matthew D. Schelkopf  
Joseph B. Kenney  
Sauder Schelkopf  
555 Lancaster Avenue  
Berwyn, Pennsylvania 19312

**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 <http://www.enginebearings.settlementclass.com>, no later than April 8, 2019, or sign and return the enclosed Request for Exclusion Form by U.S. mail (or an express mail carrier), postmarked no later than April 8, 2019, to:

Subaru of America, Inc.  
Customer Retailer Services Department  
Attention: Connecting Rod Bearing Settlement  
One Subaru Drive  
Camden, New Jersey 08103

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 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 connecting rod bearing or main bearing failure 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 Matthew D. Schelkopf and Joseph G. Sauder 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 65,000 members, Class Counsel will apply to the Court, on behalf of all counsel for plaintiffs, for an award of reasonable attorney fees in an amount up to but not exceeding a total sum of six hundred twenty-five thousand (\$625,000), inclusive of expenses and costs (collectively referred to herein 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 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 <http://www.enginebearings.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 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 *Salcedo, et al. v. Subaru of America, Inc., et al.*, Case No. 1:17-cv-08173-JHR-AMD.

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, 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 four different places set forth below, postmarked no later than April 8, 2019:

(a) The Court:

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

(b) Class Counsel:

Matthew D. Schelkopf  
Sauder Schelkopf  
555 Lancaster Avenue  
Berwyn, Pennsylvania 19312

(c) Defense Counsel:

Neal Walters  
BALLARD SPAHR LLP  
210 Lake Drive East, Suite 200  
Cherry Hill, NJ 08002

(d) Subaru:

Customer Retailer Services  
Subaru of America, Inc.  
One Subaru Drive  
Camden, New Jersey 08103

If you intend to appear at the Fairness Hearing personally or through counsel, you or your attorney must, on or before the April 8, 2019 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. 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 June 5, 2019, at 11:00 a.m., in Courtroom 5D 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 provided you have not excluded yourself from the Settlement. 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 *Salcedo, et al. v. Subaru of America, Inc., et al.*, Case No. 1:17-cv-08173-JHR-AMD. 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 April 8, 2019. 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 <http://www.enginebearings.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 call Subaru at 1-855-384-8926.

