

Authorized by the U.S. District Court for the District of New Jersey

If You Own or Lease or Previously Owned or Leased Certain Subaru Vehicles, You Could Get Benefits from a Class Action Settlement.

Para ver este aviso en español, visita www.SubaruFuelPumpsSettlement.com

- A proposed settlement has been preliminarily approved by the Court in a class action lawsuit against Subaru of America, Inc. (“Subaru”) and Denso International America, Inc. (“Denso”) (collectively, “Defendants”) concerning certain Subaru vehicles equipped with Denso low-pressure fuel pumps. If you are included in the Settlement, then you have legal rights and options, and there are deadlines by which you must exercise them.
- You are included in the Settlement if you own(ed) or lease(d) certain Subaru vehicles (“Covered Vehicles”) equipped with low-pressure fuel pumps supplied by Denso and its affiliates (the “Fuel Pumps”). The Covered Vehicles include certain 2018-2020 Subaru Impreza, Outback, Legacy, Forester, Ascent, BRZ, and WRX vehicles (called “Recalled Vehicles”), and certain 2017-2020 Subaru Impreza, Outback, Legacy, Forester, Ascent, Crosstrek, BRZ, and WRX vehicles (called “Additional Vehicles”). **The settlement website contains a VIN lookup tool to determine if your vehicle is part of the Class.**
- The Settlement offers several benefits, depending on the vehicle, including (1) an Extended Replacement Parts Limited Warranty for Recalled Vehicles of 15 years, measured from the date of replacement, or 150,000 miles, whichever comes first, for replacement fuel pump assemblies pursuant to certain recalls issued by Subaru, and (2) a Customer Support Program for Additional Vehicles in the form of an Extended New Vehicle Limited Warranty providing prospective coverage of 15 years, measured from the date of original sale or lease, for any repairs to correct defects in original equipment Fuel Pumps. The Settlement also offers a complimentary Loaner/Towing Program for vehicles undergoing Fuel Pump repairs, reimbursement of certain out of pocket expenses, a reconsideration procedure for denied repair requests under the Customer Support Program and Extended Replacement Parts Limited Warranty. The terms are described in more detail below, in the Settlement Agreement, and on the settlement website, www.SubaruFuelPumpsSettlement.com.

Please read this Notice carefully. Your legal rights are affected, whether you act or do not act. You are encouraged to periodically check the website, www.SubaruFuelPumpsSettlement.com, because it will be updated with additional information from time to time.

A. BASIC INFORMATION

1. What is this Notice about?

A Court authorized this Notice because you have a right to know about a proposed settlement of a class action lawsuit and about all of your options before the Court decides whether to give final approval to the settlement. The name of the lawsuit is *Cohen, et al., v. Subaru of America, Inc., et al.*, Case No. 1:20-cv-08442-JHR-AMD (D.N.J.) (the “Action”). The defendants are Subaru of America, Inc. and Denso International America, Inc. This Notice explains the lawsuit, the settlement, and your legal rights. You are NOT being sued. The Court still has to decide whether to finally approve the Settlement. Please be patient and check the website identified in this Notice regularly. Please do not contact the Court. All questions should be directed to the Settlement Administrator, identified below.

Questions? Call toll free 1-844-552-0070 or visit www.SubaruFuelPumpsSettlement.com

PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED

PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT

Your legal rights may be affected even if you do not act.

Please read this Notice carefully.

YOUR RIGHTS AND CHOICES		
YOU MAY:	BENEFITS:	DATE:
BENEFIT FROM THE EXTENDED REPLACEMENT PARTS LIMITED WARRANTY FOR REPLACED LOW PRESSURE FUEL PUMPS	Subaru shall extend the Replacement Parts Limited Warranty coverage for fuel pump assemblies that were replaced on the Recalled Vehicles, pursuant to Recalls 20V-218 and 21V-587. <i>See Appendix A for list of Recalled Vehicles. Details are provided in Section C.8. below.</i>	<i>You do not need to do anything to be eligible for coverage under the Extended Replacement Parts Limited Warranty. If you do not exclude yourself from the settlement, and the settlement is finally approved, the replacement parts warranty coverage will be extended for Recalled Vehicles for 15 years, measured from the date the fuel pump was replaced, and up to 150,000 miles, whichever comes first.¹</i>
SEEK COVERAGE UNDER THE CUSTOMER SUPPORT PROGRAM FOR ORIGINAL EQUIPMENT LOW PRESSURE FUEL PUMPS	Subaru shall provide a Customer Support Program, in the form of an Extended New Vehicle Limited Warranty, for original equipment Fuel Pumps in Additional Vehicles, providing coverage for repairs (including parts and labor) needed to correct defects, if any, in materials or workmanship by an authorized Subaru Dealer at no cost to you. <i>See Appendix A for list of Additional Vehicles. Details are provided in Section C.8. below.</i>	<i>You do not need to do anything to be eligible for coverage for your Additional Vehicle under the Customer Support Program. If you do not exclude yourself from the Settlement, and the Settlement is finally approved, your Additional Vehicle will automatically be eligible to participate in the Customer Support Program.²</i> <i>The duration of prospective coverage for the Fuel Pump will begin on September 24, 2024, and will run for 15 years measured from the Additional Vehicle's in-service date, which is the date the vehicle was originally sold or leased by a Subaru Dealer.</i>
SEEK COVERAGE UNDER THE LOANER/TOWING PROGRAM	If you own or lease a Covered Vehicle that is having its Fuel Pump replaced pursuant to the Extended Replacement Parts Limited Warranty or the Customer Support Program, you shall be entitled to receive a complimentary loaner or rental vehicle upon	<i>If you do not exclude yourself from the Settlement, and the Settlement is finally approved, the Loaner/Towing Program will be available to Class Members who own or lease Covered Vehicles whose Fuel Pumps are being</i>

¹ All other terms and exclusions of the Replacement Parts Limited Warranty shall continue to apply unless expressly altered by this settlement.

² Salvaged vehicles, inoperable vehicles, and vehicles with titles marked flood-damaged are not eligible for this benefit. All other terms and exclusions of the New Vehicle Limited Warranty shall continue to apply unless expressly altered by this settlement.

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YOUR RIGHTS AND CHOICES		
YOU MAY:	BENEFITS:	DATE:
	<p>reasonable notice to a Subaru dealer, and/or a complimentary tow to the nearest Subaru dealer upon reasonable notice, if the vehicle is inoperable or exhibiting a dangerous condition. You may keep the Loaner Vehicle for up to 24 hours after you drop off your vehicle for repair, or 24 hours after you are informed by a Subaru Dealer that your vehicle is repaired, whichever is later. If you have a demonstrated need for a Loaner Vehicle similar to your Covered Vehicle, Subaru, through its dealers, will use good faith efforts to satisfy the request.</p> <p>Details are provided in Section C.8. below.</p>	<p><i>replaced pursuant to the Customer Support Program and/or the Extended Replacement Parts Limited Warranty.</i></p>
<p>FILE A CLAIM TO SEEK REIMBURSEMENT</p>	<p>You may submit Claims for previously paid out-of-pocket expenses incurred to repair or replace a Fuel Pump in a Covered Vehicle(s) that were not otherwise reimbursed and that were incurred before the expiration of the time to appeal from the Final Judgment approving the Settlement.</p> <p>For any such out-of-pocket expense that was incurred after September 24, 2024, you must also provide proof that you were denied coverage by a Subaru Dealer prior to incurring the expense. Details are provided in Section C.8. below.</p> <p>This is the only way that you can get reimbursed.</p>	<p><i>The deadline to submit Claim Forms with Supporting Documentation is ninety (90) days after the Court issues the Final Order and Final Judgment, which will occur, if approved, after the Fairness Hearing.³</i></p> <p><i>You should check www.SubaruFuelPumpsSettlement.com for updates regarding that deadline.</i></p>
<p>EXCLUDE YOURSELF</p>	<p>Ask to get out (opt out) of the proposed Settlement. If you do this, you are not entitled to any of the settlement benefits and you may not file an objection to the Settlement, but you do keep your right to sue Defendants about the issues in your own, separate lawsuit.</p>	<p><i>October 29, 2024</i></p>

³ Vehicles where the title, prior to the date of the qualifying Fuel Pump repair, was transferred to a salvage yard, junkyard, wreckage facility, or similar entity, inoperable vehicles, and vehicles with titles marked flood-damaged are not eligible for this benefit.

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YOUR RIGHTS AND CHOICES		
<i>YOU MAY:</i>	<i>BENEFITS:</i>	<i>DATE:</i>
OBJECT	Write to the Court about why you do not like the proposed Settlement. If the Court denies approval of the proposed Settlement, no settlement benefits or payments will be provided, and the lawsuit will continue.	<i>October 29, 2024</i>
APPEAR AT THE FAIRNESS HEARING	You are not required to attend the Fairness Hearing, as class counsel will answer any questions the Court may have. You may attend at your own expense or pay your own, separate lawyer to attend. You can also ask to speak in Court at the Fairness Hearing about the proposed settlement if you have previously filed an objection and submitted a timely notice of intention to appear at the Fairness Hearing.	<i>November 18, 2024 at 10:00 a.m. Eastern time</i>
DO NOTHING	If you do nothing, you will be included in the Class and bound by the Settlement if the Court approves it, including all orders, judgments and the release of claims set forth in the Settlement.	

2. What is the lawsuit about?

The class action lawsuit claims that certain Subaru vehicles are equipped with Denso-manufactured low-pressure fuel pumps that may contain a defect. The lawsuit asserts that such defects may potentially cause those fuel pumps to malfunction or become inoperative and pursues claims for violations of various state consumer protection statutes, among other claims. You can read the class action complaint by visiting www.SubaruFuelPumpsSettlement.com. Subaru and Denso deny the claims and any right to relief, deny that they have violated any law, and deny that they engaged in any wrongdoing. The parties agreed to resolve these matters before these issues were decided by the Court.

This settlement does not involve claims of personal injury, wrongful death, or actual physical property damage arising from the Covered Vehicles.

3. What vehicles are included in the Settlement?

Certain 2018-2020 Subaru Impreza, Outback, Legacy, Forester, Ascent, BRZ, and WRX vehicles (“Recalled Vehicles”), and certain 2017-2020 Subaru Impreza, Outback, Legacy, Forester, Ascent, Crosstrek, BRZ, and WRX vehicles (“Additional Vehicles”), equipped with certain Denso fuel pumps (together called the “Covered Vehicles”) which were owned or leased in the United States, the District of Columbia, Puerto Rico and all other United States territories and/or possessions, are included in the settlement.

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4. Why is this a class action?

In a class action, people called “Class Representative(s)” sue on behalf of other people who have similar claims. All of these people together are the “Class” or “Class Members” if the Court approves this procedure. Once approved, the Court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

5. Why is there a settlement?

The Court has not decided in favor of the 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 Class Members) will receive benefits quickly. This settlement has been preliminarily approved by the Court, which authorized the issuance of this Notice. The Class Representatives and the attorneys believe that the Settlement is in the best interests of all Class Members.

The essential terms of the settlement are summarized in this Notice. The Settlement Agreement along with all exhibits and addenda sets forth in greater detail the rights and obligations of the parties. If there is any conflict between this Notice and the Settlement Agreement, the Settlement Agreement governs. The Settlement Agreement will be available on the Settlement Website, www.SubaruFuelPumpsSettlement.com.

B. WHO IS IN THE SETTLEMENT?

To see if you are affected or if you can get benefits, you first have to determine whether you are a Class Member.

6. How do I know if I am part of the Settlement?

The Court has conditionally approved the following definition of “Class” or “Class Member” for purposes of the Settlement: All individuals or legal entities who, as of September 24, 2024, own or owned, purchase(d) or lease(d) Covered Vehicles in any of the fifty States, the District of Columbia, Puerto Rico, and all other United States territories and/or possessions.

Excluded from the Class are: (a) Subaru, its officers, directors and employees; its affiliates and affiliates’ officers, directors and employees; its distributors and distributors’ officers, directors and employees; and Subaru Dealers and Subaru Dealers’ officers and directors; (b) Denso, its officers, directors and employees; its affiliates and affiliates’ officers, directors and employees; its distributors and distributors’ officers, directors and employees; (c) Plaintiffs’ Counsel; and (d) judicial officers and their immediate family members and associated court staff assigned to this case.

In order to determine if you are a part of the Settlement, you can look up your vehicle’s VIN on the Settlement Website, www.SubaruFuelPumpsSettlement.com. You can also contact the Settlement Administrator or Class Counsel to determine whether your vehicle is eligible for the Extended Replacement Parts Limited Warranty or the Customer Support Program. You can also contact the Settlement Administrator to determine whether your vehicle is eligible for the Out-of-Pocket Claims Process. The contact information for the Settlement Administrator and Class Counsel is provided below and at www.SubaruFuelPumpsSettlement.com.

7. I’m still not sure if I’m included in the Settlement.

If you are still not sure whether you are included in the Class, you can get more information by calling the Settlement Administrator at 1-844-552-0070 or visiting www.SubaruFuelPumpsSettlement.com, which contains a VIN lookup tool to determine if your vehicle is a Covered Vehicle.

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If you believe that you are a Class Member, but you did not previously receive a Direct Mail Notice, you may contact the Settlement Administrator or Class Counsel. You will need to provide necessary documentation for the Settlement Administrator to confirm that you are a Class Member eligible for the relief provided in the Settlement Agreement.

Please do not contact the Court. All questions should be directed to the Settlement Administrator at the number above.

C. THE SETTLEMENT BENEFITS —WHAT YOU GET AND HOW TO GET IT

8. What does the Settlement provide?

If you are a Class Member, what you are eligible to receive depends on several factors. The settlement benefits are outlined generally below, and more information can be found on the Settlement Website. The Court still must decide whether to finally approve the Settlement. Under the Settlement Agreement, no benefits are required to be provided until and unless the Court finally approves the Settlement and, even then, only after any appeal period expires or any appeals are resolved in favor of the Settlement. Defendants will nonetheless implement the Customer Support Program and the Extended Replacement Parts Limited Warranty on September 24, 2024, in advance of the occurrence of the Final Effective Date. Class Members can also submit a Claim within the Claim Submission Period, which will run from September 24, 2024 until 90 days after the Court issues the Final Order and Judgment, to be reimbursed for previously paid out-of-pocket expenses incurred to repair or replace a Fuel Pump of Covered Vehicles, including related rental vehicles or towing as specified in the Settlement Agreement, that were not otherwise reimbursed and that were incurred before the expiration of the time to appeal from the Final Judgment approving the Settlement. If the Settlement is finally approved, including resolving any appeals in favor of upholding the Settlement, those Claims will be reviewed by the Settlement Administrator. Please check www.SubaruFuelPumpsSettlement.com regularly for updates regarding the Settlement.

Please note that you may have to take action within certain deadlines to receive certain benefits, such as completing and submitting a claim form with supporting documentation and declaration(s) for reimbursement of eligible out-of-pocket expenses. If you do nothing, you may not receive certain benefits from the Settlement. Please check www.SubaruFuelPumpsSettlement.com regularly for updates regarding the Settlement and deadlines.

To determine whether your vehicle is a Recalled Vehicle or an Additional Vehicle, please utilize the VIN lookup tool at www.SubaruFuelPumpsSettlement.com.

a) Recalled Vehicles: Extended Replacement Parts Limited Warranty

As indicated in the answer to Question 8 above, Defendants have decided to implement the Extended Replacement Parts Limited Warranty on September 24, 2024, in advance of the occurrence of the Final Effective Date, pending the Court's consideration and decision on final approval of the Settlement.

Subaru shall extend the Replacement Parts Limited Warranty coverage for the fuel pump replaced ("replacement fuel pump assembly") on the Recalled Vehicles pursuant to Recalls 20V-218 and 21V-587. The extended warranty will last for 15 years, measured from the date of replacement of the fuel pump, and up to 150,000 miles, whichever comes first. A Class Member's rights under the Extended Replacement Parts Limited Warranty are transferred with the Recalled Vehicle.

Without cost to and upon request from Class Members who own or lease Recalled Vehicles whose fuel pumps are being replaced pursuant to the Extended Replacement Parts Limited Warranty, Class Members shall be provided with a loaner or rental vehicle by Subaru Dealers upon reasonable notice. Class Members may keep the Loaner Vehicle for up to 24 hours after dropping off the Recalled Vehicle for repair, or 24 hours after being informed by a Subaru Dealer that the Recalled Vehicle is repaired, whichever is later. In appropriate circumstances, where the Class Member has a

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demonstrated need for a Loaner Vehicle similar to the Recalled Vehicle, Subaru Dealers will use good faith efforts to satisfy the request. If the Recalled Vehicle is inoperable or is exhibiting a dangerous condition, Class Members are entitled to a complimentary tow to the nearest Subaru Dealer upon reasonable notice. All other terms and exclusions of the New Vehicle Limited Warranty shall continue to apply unless expressly altered by this settlement.

b) Additional Vehicles: Customer Support Program

As indicated in the answer to Question 8 above, Defendants have decided to nonetheless implement the Customer Support Program in the form of an Extended New Vehicle Limited Warranty on September 24, 2024, in advance of the occurrence of the Final Effective Date, pending the Court’s consideration and decision on final approval of the Settlement.

Subaru will offer the Customer Support Program (“CSP”) to all Class Members who, as of the Final Effective Date of the Settlement, own or lease Additional Vehicles. A Class Member’s rights under the CSP are transferred with the Additional Vehicle. Salvaged Vehicles, inoperable vehicles, and vehicles with titles marked flood-damaged are not eligible for this benefit. The CSP will provide prospective coverage for repairs (including parts and labor) needed to correct defects, if any, in materials or workmanship in the Fuel Pumps for the Additional Vehicles. Coverage under the CSP for the original parts will continue for 15 years, measured from the vehicle’s In-Service Date, which is the date the Additional Vehicle was first delivered to either the original purchaser or the original lessee, or first placed in service as a “demonstrator” or “company” car.

Without cost to and upon request from Class Members who own or lease Additional Vehicles whose fuel pumps are being replaced pursuant to the CSP, Class Members shall be provided with a loaner or rental vehicle by Subaru Dealers upon reasonable notice. Class Members may keep the Loaner Vehicle for up to 24 hours after dropping off the Additional Vehicle for repair, or 24 hours after being informed by a Subaru Dealer that the Additional Vehicle is repaired, whichever is later. In appropriate circumstances, where the Class Member has a demonstrated need for a Loaner Vehicle similar to the Additional Vehicle, Subaru Dealers will use good faith efforts to satisfy the request. If the Additional Vehicle is inoperable or is exhibiting a dangerous condition, Class Members are entitled to a complimentary tow to the nearest Subaru Dealer upon reasonable notice.

All other terms and exclusions of the New Vehicle Limited Warranty shall continue to apply unless expressly altered by this settlement. In the event that any of the Additional Vehicles becomes the subject of a future or expanded recall for the same or similar impeller issues, those Additional Vehicles will then be entitled and only be entitled to the same relief provided to Recalled Vehicles, as discussed above and specified in the Settlement Agreement.

c) Out-of-Pocket Claims Process

If the Settlement is finally approved, including resolving any appeals in favor of upholding the Settlement, Class Members can submit a claim within the Claim Submission Period, to be reimbursed for previously paid out-of-pocket expenses incurred to repair or replace a Fuel Pump of Covered Vehicles, including related rental vehicles or towing as specified in the Settlement Agreement, that were not otherwise reimbursed and that were incurred before the expiration of the time to appeal from the Final Judgment approving the Settlement. For out-of-pocket expenses that were incurred after September 24, 2024, the Class Member must also provide proof that they were denied coverage by a Subaru Dealer prior to incurring the expense. The Claim Submission Period will run from September 24, 2024 until 90 days after the Court issues the Final Order and Judgment.

In order to submit a claim, Class Members must: (a) complete and timely submit a Claim Form, with the required Supporting Documentation, to the Settlement Administrator within the Claim Submission Period; (b) have Claims that are eligible for reimbursement; and (c) not opt out of the Settlement. The Claim Form is available at

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www.SubaruFuelPumpsSettlement.com and can be submitted in either paper form by mail, or online. Class Members can submit only one Claim Form per Covered Vehicle.

Claims must be submitted with all of the following Supporting Documentation: (1) a repair invoice or record for out-of-pocket expenses incurred to repair or replace a Fuel Pump of a Covered Vehicle, and/or associated towing or rental car expense, which identifies the name of the Class Member, the Covered Vehicle, the Subaru Dealer or other facility that performed the qualifying repair and/or associated towing or rental car expense, and the date of and amount charged for the qualifying repair and/or associated towing or rental car expense; and (2) to the extent not included in the record in subsection (1) above, record(s), receipt(s) and/or invoice(s) demonstrating that the Class Member paid for the qualifying repair and/or associated towing or rental car expense.

Class Members who provide Supporting Documentation and who made repair or replacement of a Fuel Pump on a Covered Vehicle may be reimbursed for: (i) rental vehicles; (ii) towing; and (iii) any unreimbursed repairs or part replacements. Out-of-pocket expenses that are the result of damage, collision, and/or misuse/abuse will not be eligible for reimbursement. Vehicles where the title, prior to the date of the qualifying Fuel Pump repair, was transferred to a salvage yard, junkyard, wreckage facility, or similar entity, inoperable vehicles, and vehicles with titles marked flood-damaged are not eligible for this benefit.

To be eligible for reimbursement, you must submit a timely Claim Form with Supporting Documentation and declaration(s), and the expenses must have been incurred prior to the expiration of the time to appeal from the Final Judgment approving the Settlement. The deadline to submit Claim Forms with Supporting Documentation and declaration(s) is ninety (90) days after the Court issues the Final Order and Final Judgment, which will occur, if approved, after the Fairness Hearing.

The Settlement Administrator will determine whether Claims are complete and timely. If your Claim is deficient, the Settlement Administrator will mail you a letter requesting that you complete and/or correct the deficiencies and resubmit the Claim within sixty (60) days. If you fail to provide the requested documentation or information, your Claim will be denied.

The Settlement Administrator will review your Claim and other Claims that are submitted and determine if reimbursement is owed. Review of Claims should be completed within sixty (60) days of receipt, but this review period is not required to begin any earlier than sixty (60) days after the Final Effective Date.

If the Claim is rejected for payment, in whole or in part, the Settlement Administrator shall notify Class Counsel, Subaru's Counsel, and Denso's Counsel of said rejection of Class Member's Claim and the reason(s) why within sixty (60) days of the rejection. The decision of the Settlement Administrator shall be final; provided, however, that Class Counsel, Subaru's Counsel, and Denso's Counsel may meet and confer to resolve any denied Claims. If Class Counsel, Subaru's Counsel, and Denso's Counsel jointly recommend payment of the rejected Claims or payment of a reduced claim amount, then Subaru's Counsel and/or Denso's Counsel shall inform the Settlement Administrator, who shall then pay said Claims. If Class Counsel, Subaru's Counsel, and Denso's Counsel disagree with the Settlement Administrator's initial determination, they shall so notify the Settlement Administrator, with explanation, and the Settlement Administrator shall make a final determination as to whether the Claim shall be paid. If a Claim is rejected in full or in part, the Settlement Administrator shall mail a notice of rejection letter to the Class Member and email notice to the Class member if an e-mail address was provided.

d) Reconsideration Procedure for Denial of Coverage

If a Class Member and/or subsequent purchaser/lessee of a Covered Vehicle is denied coverage for repairs (including parts and labor), if any, in materials or workmanship in the Fuel Pumps under the Customer Support Program, or for a repair and/or replacement fuel pump assembly under the Extended Replacement Parts Limited Warranty, the Class

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Member and/or subsequent purchaser/lessee may take the Covered Vehicle to a second Subaru Dealer for an independent determination. If the second Subaru Dealer determines that the Covered Vehicle qualifies for repair under the Customer Support Program or the Extended Replacement Parts Limited Warranty, the Class Member shall be provided those benefits as provided in the Settlement Agreement.

e) Technical Training

Subaru will make Technical Training videos available to Subaru Dealers, to be required to be viewed by technicians before they conduct repairs of the Fuel Pumps pursuant to the Customer Support Program or the Extended Replacement Parts Limited Warranty.

9. How do I dispute the refusal of a benefit under the Settlement Agreement?

In the event there remains a dispute by an individual or entity relating to entitlement to any benefit under the Out-of-Pocket Claims Process that is not resolved after exhausting all other means of resolution available under the Settlement, the Settlement Administrator shall provide a written notice of same, together with all necessary documentation, to Class Counsel, Subaru’s Counsel and Denso’s Counsel within thirty (30) days of the final act constituting the denial of the benefit. Class Counsel, Subaru’s Counsel, and Denso’s Counsel shall confer and either make a joint recommendation to the Settlement Administrator or separately relay their positions concerning the dispute to the Settlement Administrator within thirty (30) days. The Settlement Administrator shall make a final determination concerning the dispute and provide written notice of same, with directions for implementation, to the Parties within thirty (30) days; provided, however, that if the determination was to allow, in full or in part, a previously denied Claim, the Settlement Administrator shall make reasonable efforts to pay the Claim in the next distribution of checks for allowed Claims.

10. What am I giving up in exchange for the settlement benefits?

Unless you exclude yourself by taking the steps described in Section D below, you will remain in the Class, and that means that you will be bound by the release of claims and cannot sue, continue to sue, or be part of any other lawsuit about the same matters, claims, and legal issues that were or could have been asserted in this case and the Released Claims set forth in the Settlement Agreement; provided, however, the Settlement will not be releasing any claims for personal injury, wrongful death or physical property damage (except to the Fuel Pump in the Covered Vehicle itself) from the Covered Vehicle. It also means that all of the Court’s orders and judgments will apply to you and legally bind you. The specific claims and parties you will be releasing are set forth in Section VII of the Settlement Agreement, a copy of which is available for review at www.SubaruFuelPumpsSettlement.com.

You can talk to one of the lawyers listed in Question 14 below for free or you can, of course, talk to your own lawyer at your own expense if you have questions about the released claims or what they mean.

D. EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue Defendants over the legal issues in the lawsuit, then you must take steps to exclude yourself from this settlement. This is also known as “opting out” of the Class.

11. If I exclude myself, can I get anything from this settlement?

No, if you exclude yourself, you do not get settlement benefits and you will not be bound by anything that happens in this lawsuit. If you ask to be excluded, you cannot object to the Settlement, and you should not submit a Claim Form.

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12. If I do not exclude myself, can I sue later?

No, not for the same matters and legal claims that were or could have been asserted in the Action or Released Claims, unless your claim is for personal injury, wrongful death or property damage (other than damage to the Fuel Pump in the Covered Vehicle itself).

13. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must submit a written request saying that you want to be excluded from the Settlement. **In your letter, you must include: (a) the case name and number of the Action, *Cohen, et al., v. Subaru of America, Inc., et al.*, Case No. 1:20-cv-08442-JHR-AMD (D.N.J.); (b) the excluding Class Member’s full name, current residential address, mailing address (if different), telephone number, and email address; (c) an explanation of the basis upon which the excluding Class Member claims to be a Class Member, including the make, model year, and VIN(s) of the Covered Vehicle(s); (d) a request that the Class Member wants to be excluded from the Class; and (e) the excluding Class Member’s dated, handwritten signature (an electronic signature or attorney’s signature is not sufficient).** You can’t ask to be excluded over the phone or at the Settlement Website. You **must** mail your letter with your exclusion request postmarked no later than **October 29, 2024** to:

**Subaru Fuel Pumps Settlement
c/o JND Legal Administration
P.O. Box 91497
Seattle, WA 98111**

To be considered by the Court, your letter with your exclusion request must be postmarked no later than **October 29, 2024**. The deadlines found in this Notice may be changed by the Court. Please check **www.SubaruFuelPumpsSettlement.com** regularly for updates regarding the Settlement.

E. THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in the case?

Yes. The Court has appointed lawyers to represent you and other Class Members. These lawyers are called “Class Counsel”. Their contact information is as follows:

W. Daniel “Dee” Miles III
Beasley, Allen, Crow, Methvin, Portis
& Miles, P.C.
218 Commerce Street
Montgomery, Alabama 36104
Tel.: (800) 898-2034
E-mail: Dee.Miles@BeasleyAllen.com

James E. Cecchi
Carella, Byrne, Cecchi, Brody &
Agnello, P.C.
5 Becker Farm Road
Roseland, NJ 07068
Telephone: (973) 994-1700
Email: jcecchi@carellabyrne.com

Chris A. Seeger
Seeger Weiss LLP
55 Challenger Road
Ridgefield Park, New Jersey 07660
Tel: (973) 639-9100
E-mail: cseeger@seegerweiss.com

15. How will the lawyers be paid?

The law firms that worked on this Action will file an application with the Court requesting an award of reasonable Attorneys’ fees, costs, and expenses (“Fees and Expenses”), separate and apart from any relief provided to the Class, in the collective combined total sum of \$15,500,000. Class Counsel have agreed not to accept any Fees and Expenses in excess of that combined total sum. Plaintiffs’ request for Fees and Expenses will be subject to the Court’s approval

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at the Final Approval Hearing, where any Class Member who submits a proper objection will have an opportunity to comment on the propriety of these requests.

Class Counsel will also ask the Court for service awards to each of the Class Representatives, in the amount of either \$2,500 or \$3,750 each.

The Court must approve the request for Attorneys' Fees, Costs, and Expenses and the request for Class Representative service awards. Class Counsel will file the motion for Attorneys' Fees, Costs, and Expenses and the request for Class Representative service awards with the Court, which will then be posted on the Settlement Website. **Any award for Attorneys' Fees, Costs and Expenses, and any service awards to Class Representatives, will be paid separately by Defendants and will not reduce any benefits available to Class Members under the Settlement. You won't have to pay these Fees and Expenses.**

F. OBJECTING TO THE SETTLEMENT

16. How do I tell the Court if I do not like 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 you can ask the Court to deny approval by filing a written objection. You can object to the Settlement and/or to Class Counsel's requests for Fees and Expenses and Class Representative service awards. You cannot ask the Court to order a different settlement; the Court can only approve or reject the proposed Settlement. If the Court denies approval of the Settlement, no expense reimbursement payments will be made, no extended warranty or other relief will be provided, and the Action will continue. If that is what you want to happen, you must object on a timely basis. 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 either file electronically with the Court, or mail to the Clerk of the Court and to the attorneys identified below, a written objection **signed by you** saying that you object to the Settlement in *Cohen, et al., v. Subaru of America, Inc., et al.*, Case No. 1:20-cv-08442-JHR-AMD (D.N.J.). Your objection must be either filed electronically with the Court by **October 29, 2024**, or mailed to the Clerk of the Court and to the attorneys identified below with a postmark dated no later than **October 29, 2024**.

In your objection, you, as the objector, must include: (a) the case name and number of the Action; (b) the objector's full name, current residential address, mailing address (if different), telephone number, and email address; (c) an explanation of the basis upon which the objector claims to be a Class Member, including the make, model year, and VIN(s) of the Covered Vehicle(s), and whether the Covered Vehicle is currently owned or currently leased by the Class Member; (d) whether the objection applies only to the objector, to a specific subset of the Class or to the entire Class and all grounds for the objection, accompanied by any legal support for the objection, and any documents or other evidence the objector believes supports the objection; (e) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection to this Settlement, the caption and case number of each case in which the objector has made such objection and the caption and case number of any related appeal, and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case; (f) the full name, telephone number, mailing address, and e-mail address of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement Agreement and/or the request for Attorneys' Fees, Costs and Expenses; (g) the identity of all counsel representing the objector who will appear at the Fairness Hearing; (h) the number of times the objector's counsel has objected to a class action settlement within the five years preceding the date that they have filed the objection, and the caption and case number of each case in

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which objector’s counsel has made such objection and the caption and case number of any related appeal; (i) if the Class Member or his or her counsel have not made any such prior objection, the Class Member shall affirmatively so state in the written materials provided with the objection; (j) a list of all persons who will be called to testify at the Fairness Hearing in support of the objection; (k) a statement confirming whether the objector intends to personally appear and/or testify at the Fairness Hearing; and (l) the objector’s original signature and date of signature, both of which must be personally signed by the objector (an electronic signature or attorney’s signature is not sufficient).

If not electronically filed, objections must be mailed to:

Clerk of Court
United States District Courthouse
District of New Jersey
Mitchell H. Cohen Building & U.S. Courthouse
4th & Cooper Streets, Room 1050
Camden, NJ 08101
Re: *Cohen*, Case No. 1:20-cv-08442-JHR-AMD

With copies mailed to:

Homer B. Ramsey, Esq.
Shook, Hardy & Bacon L.L.P.
1 Rockefeller Plaza, Suite 2801
New York, New York 10020
(212) 989-8844

Daniel R.W. Rustmann, Esq.
Butzel Long, P.C.
150 W. Jefferson, Suite 100
Detroit, MI 48226
(313) 225-7000

James E. Cecchi
Carella, Byrne, Cecchi, Brody &
Agnello, P.C.
5 Becker Farm Road
Roseland, NJ 07068
(973) 994-1700

17. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement, the requested fees, costs and expenses, and/or Class Representative service awards. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

G. THE COURT’S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval to the Settlement. If you have filed an objection on time and attend the hearing, you may ask to speak (provided you have previously filed a timely notice of intention to appear), but you do not have to attend or speak.

18. When and where will the Court decide whether to grant final approval of the Settlement?

The Court will hold a Fairness Hearing at **10:00 a.m. Eastern time on November 18, 2024**, at the United States District Courthouse, District of New Jersey, Mitchell H. Cohen Building & U.S. Courthouse, 4th & Cooper Streets, Courtroom 5D, Camden, NJ 08101. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and whether to approve the request for attorneys’ fees, costs and expenses, and the request for Class Representative service awards. If there are objections, the Court will consider them. The Court will only listen to people who have met the requirement to speak at the hearing (*see* Question 20 below). After the hearing, the Court will decide whether to grant final approval of the Settlement, and, if so, how much to pay the lawyers representing

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Class Members and the Class Representatives. We do not know how long these decisions will take. The Court may reschedule the Fairness Hearing, so check the Settlement Website periodically for further updates.

19. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But you may come at your own expense. If you send an objection, you do not have to come to Court to talk about it. You may also pay your own lawyer to attend. Your objection will be considered by the Court whether you or your lawyer attend or not.

20. May I speak at the hearing?

You or your attorney may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your “Notice of Intent to Appear in *Cohen, et al., v. Subaru of America, Inc., et al.*,” to the Clerk of Court so that it is received and filed no later than **October 29, 2024**. You must include your name, address, telephone number, the year, make and model and VIN number of your vehicle, the identity of all counsel representing the objector, if any, who will appear at the Fairness Hearing, and your signature. Anyone who has requested permission to speak must be present at the start of the Fairness hearing at **10:00 a.m. Eastern time on November 18, 2024**. You cannot speak at the hearing if you excluded yourself from the Class.

H. GETTING MORE INFORMATION

21. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement and other documents and information about the Settlement at **www.SubaruFuelPumpsSettlement.com**. You can also call the toll-free number, **1-844-552-0070** or write the Settlement Administrator at **Subaru Fuel Pumps Settlement, c/o JND Legal Administration, PO Box 91497, Seattle, WA 98111**.

22. When will the Settlement be final?

The Settlement will not be final unless and until the Court grants final approval of the Settlement at or after the Fairness Hearing and after any appeals are resolved in favor of the Settlement. Please be patient and check the Settlement Website identified in this Notice regularly. Please do not contact the Court. All questions should be directed to the Settlement Administrator.

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APPENDIX A – COVERED VEHICLES*

Recalled Vehicles			
Make	Model Years	Model	Production Period
Subaru	2018-2020	Impreza	May 3, 2018 – May 31, 2019
Subaru	2018-2020	Outback	June 25, 2018 – October 18, 2019
Subaru	2018-2020	Legacy	June 25, 2018 – October 18, 2019
Subaru	2019-2020	Ascent	June 26, 2018 – May 20, 2019
Subaru	2018-2019	WRX	April 20, 2018 – November 1, 2018
Subaru	2018-2019	BRZ	April 6, 2018 – November 6, 2018
Subaru	2018	Forester	April 20, 2018 – August 7, 2018

Additional Vehicles

Make	Model Years	Model	Production Period
Subaru	2018-2020	Legacy	October 23, 2017 – December 4, 2019
Subaru	2018-2020	Outback	October 23, 2017 – December 4, 2019
Subaru	2018-2020	Crosstrek	July 5, 2017 – August 5, 2019
Subaru	2018-2020	Impreza	October 23, 2017 – December 4, 2019
Subaru	2018-2020	Forester	July 7, 2017 – July 31, 2019
Subaru	2018-2020	WRX	July 7, 2017 – August 3, 2019
Subaru	2019-2020	Ascent	November 11, 2017 – December 4, 2019
Subaru	2017-2020	BRZ	July 10, 2017 – August 8, 2019

*** To determine whether your specific vehicle is a Covered Vehicle that is included in the Settlement, you can look up your vehicle’s VIN on the Settlement Website, www.SubaruFuelPumpsSettlement.com.**

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APPENDIX B – SECTION VII FROM THE SETTLEMENT AGREEMENT – RELEASE AND WAIVER

A. The Parties agree to the following release and waiver, which shall take effect upon entry of the Final Judgment and Final Order.

B. In consideration for the Settlement Agreement, Class Representatives, and each Class Member, on behalf of themselves and any other legal or natural persons who may claim by, through, or under them, agree to fully, finally, and forever release, relinquish, acquit, and discharge the Released Parties from any and all claims, demands, suits, petitions, liabilities, causes of action, rights, and damages of any kind and/or type regarding the subject matter of the Action, including, but not limited to, compensatory, exemplary, punitive, expert and/or attorneys' fees or by multipliers, whether past, present, or future, mature, or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, derivative or direct, asserted or un-asserted, whether based on federal, state or local law, statute, ordinance, regulation, code, contract, common law, violations of any state's deceptive, unlawful, or unfair business or trade practices, false, misleading or fraudulent advertising, consumer fraud or consumer protection statutes, any breaches of express, implied or any other warranties, RICO, or the Magnuson-Moss Warranty Act, or any other source, or any claim of any kind arising from, related to, connected with, and/or in any way involving the Action, the Covered Vehicles' Fuel Pumps, and/or associated parts that are, or could have been, defined, alleged, or described in the Class Action Complaint, the Action, or any amendments of the Class Action Complaint ("Released Claims"); provided, however, that notwithstanding the foregoing, Class Representatives and the other Class Members are not releasing claims for personal injury, wrongful death or physical property damage (except to the Fuel Pump in the Covered Vehicle itself) from the Covered Vehicle.

C. Notwithstanding the foregoing, Class Representatives and/or the other Class Members shall hold Released Parties harmless for all Released Claims that may be asserted by another legal or natural person (including but not limited to legal guardians and estate administrators) who claim by, through, or under that Class Representative or Class Member.

D. The Final Order and Judgment will reflect the terms of this Release.

E. Class Representatives, on behalf of the other Class Members and through Class Counsel, expressly agree that this Release, the Final Order and Judgment is, will be, and may be raised as a complete defense to, and will preclude any action or proceeding encompassed by, this Release.

F. Class Representatives and Class Members shall not now or hereafter institute, maintain, prosecute, assert, and/or cooperate in the institution, commencement, filing, or prosecution of any suit, action, and/or proceeding, against the Released Parties, either directly or indirectly, on their own behalf, on behalf of a class or on behalf of any other person or entity with respect to the claims, causes of action and/or any other matters released through this settlement and the Settlement Agreement.

G. In connection with the Settlement Agreement, Class Representatives, on behalf of the other Class Members, acknowledge that they and other Class Members may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Action and/or the Release herein. Nevertheless, it is the intention of Class Counsel and Class Representatives in executing this Settlement Agreement to fully, finally, and forever settle, release, discharge, and hold harmless all such matters, and all claims relating thereto which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Action, provided, however, that Class Representatives and the other Class Members are not releasing claims for personal injury, wrongful death or physical property damage (except to the Fuel Pump in the Covered Vehicle itself) from the Covered Vehicle.

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H. Class Representatives expressly understand and acknowledge that they will be deemed by the Final Order and Judgment to acknowledge and waive Section 1542 of the Civil Code of the State of California, which provides that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Class Representatives expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the California Civil Code, or any other law of any state or territory that is similar, comparable or equivalent to Section 1542, to the fullest extent they may lawfully waive such rights.

I. Class Representatives represent and warrant that they are the sole and exclusive owners of all claims that they personally are releasing under this Settlement Agreement. Class Representatives further acknowledge that they have not assigned, pledged, or in any manner whatsoever sold, transferred, assigned, or encumbered any right, title, interest, or claim arising out of or in any way whatsoever pertaining to the Action, including, without limitation, any claim for benefits, proceeds, or value under the Action, and that Class Representatives are not aware of anyone other than themselves claiming any interest, in whole or in part, in the claims that they are releasing under the Settlement Agreement or in any benefits, proceeds, or values in the claims that they are releasing under the Settlement Agreement.

J. Without in any way limiting its scope, and, except to the extent otherwise specified in the Agreement, this Release covers by example and without limitation, any and all claims for attorneys' fees, expert or consultant fees, interest, litigation expenses, or any other fees, costs, and/or disbursements incurred by Class Counsel, Plaintiffs' Counsel, Class Representatives, or other Class Members who claim to have assisted in conferring the benefits under this Settlement Agreement upon the Class.

K. In consideration for the Settlement Agreement, Subaru and Denso and their past or present officers, directors, employees, agents, attorneys, predecessors, successors, affiliates, subsidiaries, divisions, successors and assigns shall be deemed to have, and by operation of the Final Order and Judgment shall have, released Plaintiffs' Counsel, Class Counsel, and each Class Representative from any and all causes of action that were or could have been asserted pertaining solely to the conduct in filing and prosecuting the litigation or in settling the Action.

L. Class Representatives, Plaintiffs' Counsel, Class Counsel, and any other attorneys who receive attorneys' fees and costs from this Settlement Agreement acknowledge that they have conducted sufficient independent investigation and discovery to enter into this Settlement Agreement and, by executing this Settlement Agreement, state that they have not relied upon any statements or representations made by the Released Parties or any person or entity representing the Released Parties, other than as set forth in this Settlement Agreement.

M. The Parties specifically understand that there may be further pleadings, discovery requests and responses, testimony, or other matters or materials owed by the Parties pursuant to existing pleading requirements, discovery requests, or pretrial rules, procedures, or orders, and that, by entering into this Settlement Agreement, the Parties expressly waive any right to receive, hear, or inspect such pleadings, testimony, discovery, or other matters or materials.

N. Nothing in this Release shall preclude any action to enforce the terms of the Settlement Agreement, including participation in any of the processes detailed herein.

O. Class Representatives and Class Counsel hereby agree and acknowledge that the provisions of this Release together constitute an essential and material term of the Settlement Agreement and shall be included in any Final Order and Judgment entered by the Court.

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