

If you bought or leased one of the below Subaru vehicles, you could benefit from a class action settlement.¹

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

- The settlement provides an extended warranty and, where applicable, a cash reimbursement for:
 - Oil consumption related vehicle repairs
 - Rental cars and towing expenses
 - Engine oil purchases
- To qualify you must have bought or leased one of the below vehicles:

<u>Automatic / CVT Transmission:</u>	<u>Manual Transmission:</u>
<ul style="list-style-type: none">• 2011-14 Forester (below VIN *529004)• 2012-13 Impreza 4-Door (below VIN *033336)• 2012-13 Impreza 5-Door Wagon (below VIN *886714)• 2013 Crosstrek (below VIN *856139)• 2013 Legacy (below VIN *048086)• 2013 Outback (below VIN *321435)	<ul style="list-style-type: none">• 2011-15 Forester (below VIN *543624)• 2012-15 Impreza (below VIN *270253)• 2013-15 Crosstrek (below VIN *270284)• 2013-14 Legacy (all)• 2013-14 Outback (all)

- Your legal rights are affected whether you act or don't act. Please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM	The only way to get a payment, but <u>not</u> necessary to get an extended warranty.
EXCLUDE YOURSELF	Get no payment 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.
OBJECT	Write to the Court about why you don't like the settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the settlement.
DO NOTHING	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. Payments will be made if the Court approves the Settlement and after appeals are resolved.

¹ The entire Class Action Settlement Agreement and Release further details the specific FB-series engine contained in each Model Year vehicle, and can be viewed on the settlement website at www.oilconsumption.settlementclass.com. Capitalized terms in this Notice have the same meanings as defined in the Settlement Agreement.

BASIC INFORMATION

1. Introduction: Why you received this Notice.

According to the records of Subaru of America, Inc., you are a current or past purchaser or lessee of one of the Subaru vehicles identified in the above chart (“Settlement Class Vehicles”), and you purchased your vehicle in the continental United States, including Alaska.

A class action lawsuit was filed against Subaru of America, Inc. (“Subaru”) and Fuji Heavy Industries, Ltd. (“FHI,” and, collectively with Subaru, “Defendants”) alleging that the Settlement Class Vehicles suffer from a design defect that causes them to consume excessive amounts of engine oil. 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. Subaru and FHI maintain that the Settlement Class Vehicles do not consume excessive amounts of engine oil and 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.

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:

1. An extension of the Powertrain Limited Warranty, to cover repairs by an authorized Subaru dealer as needed to correct excessive oil consumption, to a period of eight (8) years or one hundred thousand (100,000) miles, whichever occurs first (hereinafter, the “Extended Warranty”). If your Settlement Class Vehicle already exceeds eight (8) years or one hundred thousand (100,000) miles as of the date of this notice, your warranty will be extended for a duration of one (1) year from the date of this Notice. Repairs will be made as necessary based on the results of a qualifying oil consumption test conducted by an authorized Subaru dealer.

2. To the extent not previously reimbursed, a cash reimbursement will be available if you previously paid out-of-pocket for (1) costs associated with an oil consumption test performed on your vehicle, and/or (2) a repair to your vehicle to address excessive oil consumption.

3. To the extent not previously reimbursed, a cash reimbursement will be available if, prior to the date of this Notice, you made qualifying out-of-pocket payments for the purchase of engine oil, and you meet certain requirements as outlined below.

4. To the extent not previously reimbursed, a cash reimbursement of up to \$90 will 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 excessive oil consumption.

2. Why is this a class action 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 a nationwide class would not be certified. Even if Plaintiffs were successful in these efforts, Settlement Class Members might not receive any benefits for years.

WHO IS PART OF THE SETTLEMENT?

3. 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. If you received this Notice, you are or were a purchaser or lessee of one or more of the above-referenced Settlement Class Vehicles covered under this Settlement.

Excluded from the Settlement Class are (a) anyone claiming personal injury, property damage and/or subrogation, (b) all Judges who have presided over the Action and their spouses, (c) all current employees, officers, directors, agents and representatives of Defendants, and their family members, (d) any affiliate, parent or subsidiary of Defendants and any entity in which Defendants have a controlling interest; (e) anyone acting as a used car dealer; (f) anyone who purchased a Settlement Class Vehicle for the purpose of resale; (g) anyone who purchased a Settlement Class Vehicle with salvaged title and/or any insurance company who acquired a Settlement Class Vehicle as a result of a total loss; (h) any insurer of a Settlement Class Vehicle; (i) issuers of extended vehicle warranties and service contracts, (j) any Settlement Class Member

who, prior to the date of the Settlement Agreement, settled with and released Defendants or any Released Parties from any Released Claims, and (k) any Settlement Class Member that files a timely and proper Request for Exclusion from the Settlement Class.

4. I am still not sure if I'm included.

If you are still not sure whether you are included, you can call 855-384-8926, or visit www.oilconsumption.settlementclass.com for more information.

SETTLEMENT BENEFITS – WHAT YOU GET

5. What does the Settlement provide?

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

1. Warranty Extension for Current Owners or Lessees of Settlement Class Vehicles:

Effective on the date of this Notice, Subaru will extend its existing express Powertrain Limited Warranty, applicable to the Settlement Class Vehicles, to cover repairs by an authorized Subaru retailer as needed to correct excessive oil consumption, 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 such vehicle was first placed in service (hereinafter, the “Extended Warranty”). If your Settlement Class Vehicle already exceeds eight (8) years or one hundred thousand (100,000) miles as of the date of this notice, your warranty will be extended for a duration of one (1) year from the date of this notice.

The Extended Warranty will cover all costs associated with oil consumption tests and repairs performed by authorized Subaru retailer pursuant to the applicable Subaru Technical Service Bulletin (“TSB”). To receive an oil consumption test under the Extended Warranty, the following conditions must be satisfied:

- (a) For Model-Year 2011, 2012, and 2013 Forester vehicles, your engine oil level, as measured on the engine oil dipstick, must fall at or below the “ADD” mark within 4,000 miles of your previous oil change; or
- (b) For all other Settlement Class Vehicles, your Engine Low Oil-Level Warning Light must illuminate within 5,000 miles of your previous oil change.

The oil consumption test must be performed by an authorized Subaru retailer. If the oil consumption test shows that your vehicle consumes more than one-third (1/3) of a quart of engine oil in 1,200 miles, the dealer will perform the applicable TSB Repair at no charge.

Except as specifically modified herein, the Extended Warranty is subject to the same terms and conditions set forth in the Powertrain Limited Warranty and 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.

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. You are not required to submit a Claim Form to receive the benefit of the 8 year/100,000 mile Extended Warranty.

2. 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 out-of-pocket for (1) costs associated with an oil consumption test performed on your vehicle, and/or (2) a TSB Repair performed on your vehicle.

A cash reimbursement will not be available if the vehicle's service documentation indicates that the work resulted from 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 mail in the enclosed Claim Form, together with the proof described in that form. The mailing must be postmarked on or before October 1, 2016. Cash reimbursements will be made only if the Court approves the Settlement.

3. Reimbursement for Additional Engine Oil Purchased Prior to Notice Date if Certain Conditions are Satisfied:

Unless you were previously reimbursed, a cash reimbursement will be available if, prior to the date of this Notice, you previously paid out-of-pocket for the purchase of additional engine oil, and you meet certain requirements as outlined below.

You may be reimbursed for up to six (6) quarts of oil, provided that prior to receiving this Notice, you presented your vehicle to an authorized Subaru retailer and complained of excessive oil consumption. In that case, you may be reimbursed for one (1) quart of engine oil for every 10,000 odometer miles, for the first 60,000 odometer miles on your vehicle. In other words, you must have purchased the oil during the factory 5-year/60,000-mile Powertrain Limited Warranty.

To receive reimbursement, you must submit (1) proof of purchase, and (2) a certification that you presented the vehicle to an authorized Subaru retailer for excessive oil consumption, or that you are a member of the United States armed forces, and were stationed, with the Settlement Class Vehicle, outside of the continental United States at the time the expenses were incurred.

To receive a cash reimbursement, you must mail in the enclosed Claim Form, together with the proof described in that form. The mailing must be postmarked on or before October 1, 2016. Cash reimbursements will be made only if the Court approves the Settlement.

4. Reimbursement for Cost of Rental Vehicles and Towing Incurred as a Result of Oil Consumption Related Repair:

Unless you were previously reimbursed, a cash reimbursement will be available if, prior to the date of this Notice, you previously paid out-of-pocket for a rental car and/or towing while your Settlement Class Vehicle underwent repairs for excessive oil consumption. Reimbursement 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 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 excessive oil consumption, 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 mail in the enclosed Claim Form, together with the proof described in that form. The mailing must be postmarked on or before October 1, 2016. Cash reimbursements will be made only if the Court approves the Settlement.

6. How do I claim the extended warranty?

If you are a Settlement Class Member who qualifies under this provision, you don't have to do anything in order 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.

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

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

(1) Complete, sign, and date the enclosed Claim Form (you can also print a Claim Form at www.oilconsumption.settlementclass.com). Keep a copy of the completed Claim Form for your own records; and

(2) Mail the Claim Form and all required documentation, postmarked on or before October 1, 2016, to the address on the Claim Form.

If you fail to mail in the Claim Form and supporting documents by the required deadline, you will not get paid. Sending in a Claim Form late or without documentation will be the same as doing nothing.

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

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, which is enclosed with this Notice, describes in detail the documentation and information that must be submitted in support of your claim. The Claim Form also is available on the Settlement website at www.oilconsumption.settlementclass.com.

9. 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 July 26, 2016, to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals which may delay the conclusion of the case. It is always uncertain whether these appeals can be resolved, and resolving them can take time. The final or “Effective Date” of the settlement will be the first day after (i) the Court enters a Final Order and Judgment approving the Settlement and (ii) either all appeals have been finally determined or resolved in a manner which affirms the Final Order and Judgment, or no appeal was filed and the time to do so has expired. Information about the progress of the case will be available at: www.oilconsumption.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, 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 proceed further. 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:

(1) 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.

(2) 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.

(3) If you do not agree with Subaru’s decision, you can request a second review of your claim.

a. 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 (2) 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.

b. The second reviewer will independently review the original decision and determine, based upon the claim and materials you submitted, whether the initial determination should be adjusted.

c. 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 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.

10. 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 oil consumption of your Settlement Class Vehicle(s), including but not limited to the engine and its components as they relate to oil consumption. 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 oil consumption).

The scope of the claims and causes of action being released and the parties being released are set forth in Section XII of the Settlement Agreement, a copy of which is available on the Settlement website, www.oilconsumption.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 CHIMICLES & TIKELLIS LLP One Haverford Centre 361 West Lancaster Avenue Haverford, PA 19041 Telephone: (610) 642-8500 Facsimile: (610) 649-3633 Email: MDS@chimicles.com	Richard D. McCune MCCUNEWRIGHT, LLP 2068 Orange Tree Lane Suite 216 Redlands, CA 92374 Telephone: (909) 557-1250 Facsimile: (909) 557-1275 Email: rdm@mccunewright.com	Eric Gibbs GIRARD GIBBS LLP 601 California Street 14 th Floor San Francisco, CA 94108 Telephone: (415) 981-4800 Facsimile: (415) 981-4846 Email: ehg@girardgibbs.com
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EXCLUDING YOURSELF FROM THE SETTLEMENT

11. How do I exclude myself from this Settlement?

To exclude yourself from the Settlement, you must fully complete, sign and return the enclosed Request for Exclusion Form by U.S. mail (or an express mail carrier) postmarked on or before June 13, 2016 to:

Subaru of America, Inc.
Customer Retailer Services Department
Attention: Oil Consumption Settlement
P.O. Box 6000
Cherry Hill, NJ 08034-6000

If you timely submit a fully completed and signed Request for Exclusion Form by U.S. mail or express mail, you will not be able to receive any benefits of the Settlement and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit.

12. If I don't 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 oil consumption in your Settlement Class Vehicle(s).

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

No. If you exclude yourself from the 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

14. Do I have a lawyer in this case?

The Court has appointed Matthew D. Schelkopf of Chimicles & Tikellis LLP, Richard D. McCune of McCuneWright, LLP, and Eric Gibbs of Girard Gibbs LLP 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.

15. How will the lawyers be paid and will the Plaintiff Settlement Class representatives receive service payments?

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 one million five hundred thousand dollars (\$1,500,000), inclusive of expenses and costs (collectively referred to herein as “fees and expenses”), to be paid by Defendants, 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 or apply for 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, including monetary relief, 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—Keith Yaeger, Michael Schuler, Joseph Montgomery, Bryan Bair, Thomas Vanlaarhoven, Laura Hegle, Kim Marie Papa, Robert Tedesco, Jr., and Natalia Tuzovskaya—who have conditionally been approved as Settlement Class Representatives, for their initiative and effort in pursuing this litigation for the benefit of the Class. Service awards will be paid by Defendants, and will not reduce any benefits available to you under the Settlement.

Class Counsel’s motion for fees and expenses and Settlement Class Representative service awards will be made available for review at www.oilconsumption.settlementclass.com after it is filed with the Court.

SUPPORTING OR OBJECTING TO THE SETTLEMENT

16. 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. 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 *Keith Yaeger, et al. v. Subaru of America, Inc., et al.*, Case No. 1:14-cv-04490.

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 on or before July 6, 2016:

1. The Court:

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

2. Class Counsel:

Matthew D. Schelkopf CHIMICLES & TIKELLIS LLP One Haverford Centre 361 West Lancaster Avenue Haverford, PA 19041 Telephone: (610) 642-8500 Facsimile: (610) 649-3633 Email: MDS@chimicles.com	Richard D. McCune MCCUNEWRIGHT, LLP 2068 Orange Tree Lane Suite 216 Redlands, CA 92374 Telephone: (909) 557-1250 Facsimile: (909) 557-1275 Email: rdm@mccunewright.com	Eric Gibbs GIRARD GIBBS LLP 601 California Street 14 th Floor San Francisco, CA 94108 Telephone: (415) 981-4800 Facsimile: (415) 981-4846 Email: ehg@girardgibbs.com
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3. Defense Counsel:

Michael R. Carroll
 BALLARD SPAHR LLP
 210 Lake Drive East, Suite 200
 Cherry Hill, NJ 08002

4. Subaru:

Customer Retailer Services
 Subaru of America, Inc.
 2235 Route 70 West
 Cherry Hill, NJ 08002

If you intend to appear at the Fairness Hearing personally or through counsel, you or your attorney must, prior to the July 6, 2016 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.

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 Class. 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

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

The Court will hold a Fairness Hearing at 10:00 a.m. on Tuesday, July 26, 2016, in Courtroom 4A of the United States District Court for the District of New Jersey, Camden Division, Mitchell H. Cohen Building & U.S. Courthouse, 4th & Cooper Streets, Camden, NJ 08101. At this hearing the Court will consider whether the Settlement is fair, reasonable and adequate. If there are objections, the Court will consider them. The Court may listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel and whether to approve service awards. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long it will take for the Court to make its decision.

19. 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.

20. 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 *Keith Yaeger, et al. v. Subaru of America, Inc., et al.*, Case No. 1:14-cv-04490. 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 under question 16 above, such that it is postmarked on or before July 6, 2016. You may combine this notice and your comments (described under question 16) in a single letter. You cannot speak at the hearing if you excluded yourself from the Settlement.

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 XII of the Settlement Agreement.

ADDITIONAL INFORMATION

22. How can I obtain more information?

Visit the website at www.oilconsumption.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 855-384-8926.