

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

AMY WHITE, individually and on behalf of
all others similarly situated,

Plaintiff,

vs.

SUBARU OF AMERICA, INC., AND
SUBARU CORPORATION,

Defendants.

Case No. _____

JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT

TABLE OF CONTENTS

	Page
I. INTRODUCTION	1
II. PARTIES	5
1. Plaintiff Amy White.....	5
B. Defendants	6
1. Defendant Subaru of America, Inc.	6
2. Defendant Subaru Corporation	7
III. JURISDICTION	8
A. Subject Matter Jurisdiction	8
B. Personal Jurisdiction: SOA	9
C. Personal Jurisdiction: Subaru Corporation	9
IV. VENUE	10
V. APPLICABLE LAW	10
VI. FACTUAL ALLEGATIONS	11
A. Technical Details	11
1. The Mechanical Purpose of a Vehicle Front Subframe	11
2. The Mechanical Purpose of Brake Lines	12
3. Rust Formation and Corrosion.....	12
4. Mechanical Consequences of Front Subframe Corrosion	13
B. Subaru’s Knowledge of the Front Subframe Corrosion Defect.....	14
1. The Prior Subframe Corrosion Recall.....	14
2. Subaru’s Knowledge from Pre-Release Design, Manufacture, Engineering, and Testing Data.....	15
3. Subaru’s Knowledge from Class Member Complaints Collected by NHTSA’s Office of Defect Investigations.....	15
4. Subaru’s Knowledge from a Large Number of Class Member Complaints to Subaru.....	17
5. Subaru’s Knowledge of the Corrosion Defect Based on Class Member Complaints on Public Online Forums	18
C. Subaru’s Marketing and Concealment.....	19
D. Fraudulent Concealment Allegations.....	20
VII. TOLLING OF THE STATUTE OF LIMITATIONS.....	21

TABLE OF CONTENTS
(continued)

	Page
A. Fraudulent Concealment Tolling	21
B. Estoppel.....	21
C. Discovery Rule.....	22
VIII. CLASS ALLEGATIONS	22
B. Numerosity.....	23
C. Typicality	23
D. Adequate Representation	23
E. Predominance of Common Issues.....	23
F. Superiority.....	24
G. Rule 23(b)(1) and (b)(2) Are Satisfied.....	25
IX. CLAIMS FOR RELIEF: NATIONWIDE CLAIMS	25
X. RELIEF REQUESTED.....	34
XI. DEMAND FOR JURY TRIAL	35

I. INTRODUCTION

1. Plaintiff Amy White (“Plaintiff”) brings this action individually for herself and on behalf of all persons who purchased or leased certain vehicles equipped with uniform and uniformly defective front subframes designed, manufactured, distributed, warranted, marketed, and sold by Subaru of America, Inc. (“SOA”) and Subaru Corporation (collectively, “Subaru” or “Defendants”).

2. The vehicles at issue include at least 2010–2017 Subaru Outback, Legacy, Forester, Impreza, and Crosstrek vehicles (together, the “Class Vehicles”).

3. The Class Vehicles have a dangerous safety defect (“Corrosion Defect”) that causes the front subframes (also called “engine cradles” or “K-frames”), attached components, and nearby parts (“Component Parts”) to prematurely rust or corrode. On information and belief, that Defect results from (a) a design that allows water, salt, and air-conditioning condensate to collect on the interior and top surfaces of the subframe, leading to premature corrosion from the inside out; and/or (b) inadequate type or amount of rust-inhibiting coating to withstand ordinary and expected use.

4. On information and belief, the front subframes and Component Parts in all Class Vehicles are substantially the same in relevant respects (*i.e.*, design, manufacture, and coating of the subframes and Component Parts) from a mechanical engineering standpoint, and all contain the Corrosion Defect.

5. The Corrosion Defect (a) adversely affects the drivability of the Class Vehicles; (b) causes corrosion of the front subframe and other components and parts on the underside of the Class Vehicles, including control arms, sway bar links, brake lines (particularly at the brake junction box), and steering components; and (c) can cause the front subframes and brake lines and Component Parts to fail while the Class Vehicles are in motion, resulting in a sudden, unexpected loss of steering control and braking ability for the driver.

6. A non-defective front subframe is a critical structural component that should last the useful life of a vehicle without needing replacement. Unlike wear-and-tear parts such as brake pads, tires, or filters, the front subframe is not a part that a consumer should ever expect to replace. A properly designed and manufactured front subframe, with adequate corrosion protection, will withstand normal environmental conditions—including exposure to road salt, moisture, and temperature fluctuations—for the entirety of a vehicle’s expected service life. The premature corrosion and failure of the front subframes and Component Parts in the Class Vehicles is not a normal or expected occurrence, but rather the result of Subaru’s defective design, manufacture, and/or inadequate corrosion protection.

7. The front subframes and Component Parts in the Class Vehicles can and do experience severe corrosion, especially near the attachment points for the suspension components, including the control arms. “Control arms” is a general term that refers to the components linking the front subframe to other parts of the suspension and steering system, including the front wheels. The control arms, along with the subframe, are the main stabilizing force of a vehicle’s front suspension.

8. Corrosion on the front subframe makes the component and its attached suspension parts structurally unstable and prone to failure. When the front subframe of a Class Vehicle fails, the front suspension of the vehicle becomes destabilized. The front subframe also serves as the engine cradle, which holds the engine in the vehicle. A corroded front subframe is particularly likely to crack or allow bolt pull-through when the driver hits a pothole, encounters road irregularities, or brakes suddenly. A weakened or failed front subframe can also throw the geometry of the wheels off, causing the vehicle to drive erratically or become difficult to impossible to control.

9. When a front subframe fails while a Class Vehicle is in motion, it can cause: (a) the vehicle to suddenly pull sharply to one side, potentially into a parallel lane of traffic or off the road; (b) loss of steering control; (c) steering instability and wandering during braking; and/or (d) the control arm to detach from the subframe, causing catastrophic failure of the front suspension. Multiple Class Vehicle owners have reported their vehicles being declared “unsafe to drive” due to front subframe corrosion.

10. The defective front subframes and Component Parts in the Class Vehicles pose a material safety risk and therefore render the vehicles unfit for their intended purpose. Because of this risk, Subaru-authorized dealers and independent mechanics regularly advise Class Vehicle owners with front subframe corrosion not to drive their Class Vehicles. Class Vehicle owners are therefore left with vehicles that are too dangerous to drive.

11. Upon information and belief, subframe corrosion in the Class Vehicles happens “from the inside out,” meaning that it is very difficult for even a professional mechanic, much less a layperson, to diagnose the issue during a routine inspection until the subframe is severely corroded and near the point of failure.

12. Subaru is aware, and has been aware, or should have been aware since at least 2002 of the risk of excessive subframe corrosion on Subaru vehicles, based on (a) Subaru’s prior rear subframe corrosion recall (NHTSA Recall 03V-153, Subaru Campaign WWM-96, affecting 2000–2002 Legacy and Outback vehicles), and (b) the standard pre-sale design and testing information collected by reasonably prudent vehicle manufacturers.

13. Moreover, Subaru has been aware of the Corrosion Defect for at least five years based on consumer complaints alone. There have been dozens of complaints about front subframe

corrosion on Subaru vehicles filed with NHTSA's Office of Defect Investigations. The earliest publicly available complaint was filed on October 19, 2021.

14. In the past, when customers who experienced the Corrosion Defect contacted Subaru, it disavowed all knowledge of the problem and refused to reimburse owners for the repairs, which typically cost anywhere from \$1,400 to upwards of \$6,000, depending on the extent of the corrosion and whether the repair was made with a new or used part. SOA has told affected owners that their vehicles are "not affected by any warranty extensions, recalls, or service campaigns" and are "outside of our warranty parameters."

15. As a result of Subaru's alleged misconduct, Plaintiff and Class Members were harmed and suffered actual damages, in that the Class Vehicles have manifested, and continue to manifest, the Corrosion Defect and are rendered unsafe to drive.

16. Despite having knowledge of the Corrosion Defect since at least 2022—and likely since prior to the sale of the first Class Vehicle—Subaru has not admitted to the Corrosion Defect, has not issued a recall, and has not sent notice to Class Vehicle owners regarding the possibility of front subframe corrosion, nor component part corrosion and the safety risk posed. Meanwhile, replacement front subframe parts were previously on nationwide backorder—further evidence of the scope of the problem.

17. Plaintiff and Class Members have suffered actual damages, in that they (a) were deprived of the benefit of their bargain at point-of-sale by paying for one thing—vehicles without a Corrosion Defect—and receiving another; and/or (b) incurred, and will continue to incur, out-of-pocket unreimbursed costs and expenses relating to the Corrosion Defect; and/or (c) were or will be forced to stop or limit using their vehicles prematurely or sell them at steep discounts.

18. On behalf of herself and all others similarly situated, Plaintiff seeks: (a) actual damages; (b) statutory damages; (c) exemplary and/or punitive damages; (d) a declaration that the subframes and Component Parts in Class Vehicles have a defect that causes severe, premature corrosion and that poses a serious safety risk to consumers; (e) a declaration that Subaru must, at its own expense, notify owners of Class Vehicles of the Corrosion Defect; (f) a declaration that any limitation on the Class Vehicles' warranty that would avoid responsibility for the Corrosion Defect is void; (g) injunctive relief requiring Subaru to issue notice of the Corrosion Defect to consumers and provide free, regular inspections to screen for front subframe corrosion in the Class Vehicles; (h) pre- and post-judgment interest; (i) attorneys' fees and costs; and (j) such further relief as may be appropriate.

II. PARTIES

1. Plaintiff Amy White

19. Plaintiff Amy White resides in Parlin, New Jersey.

20. Plaintiff White owns a 2016 Subaru Outback, which she purchased new in February 2016 from Richard Lucas Subaru, a Subaru dealership in Avenel, New Jersey.

21. Plaintiff White's Class Vehicle was manufactured, sold, distributed, advertised, marketed, and warranted by Subaru, and bears the VIN 4S4BSAAC2G3272099.

22. Plaintiff purchased the Class Vehicle for her personal, family, and household use.

23. Plaintiff expected her Class Vehicle to be of good and merchantable quality and not defective. She had no reason to know, or expect, that the front subframe and Component Parts of the Class Vehicle would prematurely corrode, making the vehicle dangerous to operate, nor was she aware from any source prior to purchase of the Class Vehicle of the immense expense of replacing the defective subframe and/or Component Parts. Had she known these facts, she would not have bought her Class Vehicle or would have paid less for it.

24. Since purchasing the Class Vehicle, Plaintiff has brought her vehicle in to be serviced and inspected at least as often as recommended by Subaru at either a Subaru dealership or a Subaru-certified mechanic.

25. Plaintiff White first became aware of the Corrosion Defect in 2026. An inspection revealed excessive corrosion on the subframe, including areas where suspension arm mounts attach to the subframe.

26. Following the discovery of the Corrosion Defect, Plaintiff White has not had any repairs performed on the Class Vehicle.

27. Plaintiff White regularly saw advertisements for Subaru vehicles on television, in magazines, on billboards, in brochures at the dealership, and on the internet during the years before she purchased her Subaru Outback. Although she does not recall the specifics of the many Subaru advertisements she saw before purchasing her Class Vehicle, she does recall that safety, reliability, and durability were frequent themes—including Subaru's prominent “Love” campaign branding. Those advertisements influenced her decision to purchase her vehicle. Had those advertisements or any other Subaru materials disclosed to Plaintiff White that the Class Vehicles had defective front subframes and Component Parts that could render her vehicle unsafe, she would not have purchased her Class Vehicle, or would have paid less for it.

B. Defendants

1. Defendant Subaru of America, Inc.

28. Defendant Subaru of America, Inc. (“SOA”) is a New Jersey corporation with its principal place of business and headquarters in Camden, New Jersey.

29. SOA is a wholly-owned subsidiary of Subaru Corporation.

30. At all times relevant herein, SOA (itself and through its related entities) engaged in the business of marketing, warranting, distributing, selling, leasing, and servicing automobiles, including the Class Vehicles, throughout the United States including in New Jersey.

31. SOA, in conjunction with Subaru Corporation, drafted the warranties it provides directly to consumers such as Plaintiff. These warranties are provided on a take-it-or-leave-it basis. SOA designates its authorized dealerships as its agents to perform warranty repairs.

32. SOA also developed and disseminated the owner's manual and warranty booklets, advertisements, and other promotional materials relating to the Class Vehicles. SOA is also responsible for the content of the Monroney Stickers on Subaru-branded vehicles, the information for which comes from the manufacturer. SOA also fulfills the role of reporting, recall, and other duties under federal motor vehicle safety laws and in interfacing with NHTSA.

2. Defendant Subaru Corporation

33. Defendant Subaru Corporation (“Subaru Japan”) is an entity incorporated in and registered to do business in Japan with its principal place of business in Tokyo, Japan. Subaru Japan designs, engineers, manufactures, tests, markets, supplies, sells, and distributes Subaru-branded vehicles and parts for those vehicles worldwide, including in the United States.

34. Subaru Japan is the parent corporation of SOA, which is its wholly-owned subsidiary.

35. At all times relevant herein, Subaru Japan (itself and through its related entities) engaged in the business of designing and manufacturing the Class Vehicles.

36. Upon information and belief, Subaru Japan was chiefly responsible for designing the Class Vehicles, including their defective front subframes and component parts.

37. Upon information and belief, Subaru Japan has, and at all relevant times had, the contractual right to exercise, and in practice has exercised, control over SOA’s work, including

but not limited to the design of Class Vehicles, the manner of Class Vehicles' marketing, the scope of written warranties, the scope of repairs in practice to be covered under warranty, and representations made and facts withheld from consumers and the public about the Corrosion Defect. Subaru Japan has been directly involved in assisting, directing, and controlling SOA and SOA's authorized dealers' handling of Class Member complaints regarding the Corrosion Defect.

38. Subaru Japan has held SOA out as its agent for all purposes in the United States, but especially for sales and marketing of Class Vehicles and for ongoing management of relationships with purchasers of Class Vehicles. It established SOA as its wholly-owned subsidiary company. It named SOA with its official "Subaru" title. It provided SOA with marketing and technical materials avoiding any distinction between the entities, and, instead, represented SOA as being nothing less than Subaru Japan's presence in the United States for purposes of selling and leasing Subaru vehicles and providing related services.

39. Based on the foregoing actions, Plaintiff and Class Members justifiably relied on Subaru Japan's representations and omissions regarding the Class Vehicles that were the responsibility of Subaru Japan in, for example, Subaru Japan's design of Class Vehicles, and were injured because of their purchase of defective Class Vehicles.

III. JURISDICTION

A. Subject Matter Jurisdiction

40. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d) and the Class Action Fairness Act because the amount in controversy exceeds \$5,000,000, and Defendant Subaru Corporation is a citizen of a foreign country, and is thus minimally diverse from Plaintiff and Class Members. 28 U.S.C. § 1332(d)(2)(A).

B. Personal Jurisdiction: SOA

41. This Court has personal jurisdiction over SOA because SOA is authorized to do business in this District, conducts substantial business in the District, has its principal place of business in the District, is at home in the District, and significant conduct involving SOA giving rise to the complaint took place in the District.

42. Each of these facts independently is, and all of these facts together are, sufficient to render the exercise of jurisdiction by this Court over SOA permissible under traditional notions of fair play and substantial justice.

C. Personal Jurisdiction: Subaru Corporation

43. This Court has personal jurisdiction over Subaru Corporation because Subaru Corporation has sufficient contacts in this District that relate to the causes of action pleaded against SOA.

44. By headquartering its wholly-owned subsidiary SOA in this District, and using SOA as its channel for marketing, distributing, warranting, selling, and leasing the Subaru Corporation-designed Class Vehicles in the District and the United States, Subaru Corporation itself has continuously and deliberately taken affirmative steps to make Subaru Corporation-designed vehicles and replacement parts available to consumers in the District and the rest of New Jersey, including Plaintiff and Class Members; created continuing obligations between Subaru Corporation and residents of the District; and purposefully availed itself of the benefits and protections of conducting business in the District.

45. On information and belief, Subaru Corporation employees and representatives regularly visit SOA's headquarters in Camden, New Jersey, thereby continuously conducting business in this District.

46. Further, Subaru Corporation's wholly-owned subsidiary SOA is at home in this District, and SOA's contacts in this District can be attributed to Subaru Corporation.

47. Plaintiff's claims here arise out of Subaru Corporation's contacts with this District, particularly in that Plaintiff could not even have purchased her Class Vehicle if not for Subaru Corporation's intentional acts of designing the Class Vehicles (including their defective front subframes) and exporting them for sale to customers in this District and the United States as a whole, including Plaintiff and Class Members.

48. These constitute a strong relationship between Subaru Corporation, this District, and the allegations herein, and create a sufficient basis to render the exercise of jurisdiction over Subaru Corporation by this Court permissible under traditional notions of fair play and substantial justice.

IV. VENUE

49. Venue is proper in this District under 28 U.S.C. § 1391 because Subaru, as corporations, are deemed to reside in any judicial district in which they are subject to personal jurisdiction.

50. Additionally, Subaru transacts business within the District, SOA has its principal place of business in this District, and many of the events establishing the claims occurred in this District, including Plaintiff White's purchase of her Class Vehicle.

V. APPLICABLE LAW

51. Plaintiff seeks damages and equitable relief on behalf of herself and the Class Members as a nationwide class under New Jersey law. New Jersey law should govern the claims of the nationwide class because New Jersey has a significant relationship to both the misconduct at issue here and the parties to this litigation, as Subaru's acts, practices, and omissions regarding the Corrosion Defect were directed and emanated from SOA's headquarters in New Jersey.

52. As a result, New Jersey has a significant interest in regulating the conduct of a corporation whose principal place of business within the United States is in New Jersey.

53. New Jersey also has a significant aggregation of contacts to the claims of each Class Member such that application of New Jersey law to the claims of all Class Members is neither arbitrary nor fundamentally unfair to Subaru or Class Members.

54. In the alternative, Plaintiff seeks damages and equitable relief under the respective state laws applicable to her and all Class Members, which are substantially similar with respect to these facts and legal claims, and/or can be subdivided into a small number of groups to reflect any material differences in the law with respect to these claims.

VI. FACTUAL ALLEGATIONS

A. Technical Details

1. The Mechanical Purpose of a Vehicle Front Subframe

55. A vehicle's front subframe—also called the “engine cradle,” “K-frame,” or “front crossmember”—is a structural component that mounts to the vehicle's unibody and serves as the primary attachment point for the engine, transmission, front suspension (including control arms), steering rack, and sway bar.

56. The front subframe is critical to a vehicle's handling, steering, and structural integrity. It absorbs road forces and distributes them across the vehicle's body. Without a structurally sound front subframe, the vehicle cannot maintain proper wheel alignment, steering geometry, or suspension travel.

57. Control arms connect the front subframe to the steering knuckles and front wheels. They allow the wheels to move up and down while maintaining proper alignment relative to the vehicle's body. The control arms attach to the front subframe via mounting bolts that pass through precisely machined holes in the subframe.

58. The front subframe, control arms, and steering components together form the primary system responsible for vehicle directional control. If the front subframe loses structural integrity at any mounting point, the driver can lose the ability to control the direction of the vehicle.

2. The Mechanical Purpose of Brake Lines

59. A vehicle's brake lines are tubular pipes that contain high pressure brake fluid. When the brake pedal is depressed, the master cylinder presses brake fluid towards the wheels, compressing the brake calipers and/or drums. This force slows the vehicle and is critical for the vehicle's braking ability.

60. The brake lines have connection points and hangers that hold them in place. Rust or corrosion on the lines or the connection points, such as a brake junction box where brake lines connect, can cause a loss of brake fluid pressure, resulting in a loss of braking ability.

3. Rust Formation and Corrosion

61. Rust is an electrochemical process that degrades steel and iron when exposed to moisture and oxygen. The process is dramatically accelerated by the presence of road salt (sodium chloride and calcium chloride), which is widely used for de-icing in the northern United States and Canada.

62. Vehicle manufacturers have understood the corrosive effects of road salt on steel components for decades. Reasonably prudent manufacturers apply protective coatings—such as galvanization, e-coating, powder coating, or specialized anti-corrosion paints—to structural steel components to protect them from premature corrosion throughout the expected useful life of the vehicle.

63. In the Class Vehicles, on information and belief, the front subframe has inadequate corrosion protection. Additionally, the design of the Class Vehicles' air-conditioning evaporator condensate drain positions the drain outlet directly above the front subframe, particularly on the

passenger side. This causes water to drip continuously during A/C operation onto the flat-top surface of the subframe, where road salt accumulates. The repeated wetting of salt deposits dramatically accelerates the corrosion process.

64. As a result, corrosion in the Class Vehicles' front subframes and Component Parts initiates from the inside out and from the top surface down—areas that are not visible during routine inspections or even most professional undercarriage inspections. By the time corrosion becomes externally visible, the subframe is often severely compromised structurally.

4. Mechanical Consequences of Front Subframe Corrosion

65. When the front subframe corrodes at or near the control-arm mounting points, the bolt holes can enlarge, elongate, or rust through entirely. This allows the control arm to move in ways the suspension was not designed to accommodate, causing:

- a. Abnormal tire wear and misalignment;
- b. Clunking, banging, or popping sounds from the front suspension;
- c. Steering instability, wandering, or pulling to one side;
- d. Sudden, severe pulling to one side during braking;
- e. Complete separation of the control arm from the subframe while the vehicle is in motion; and
- f. Total loss of steering control.

66. Multiple Class Vehicle owners have reported that their vehicles pulled sharply into adjacent lanes of traffic, that bolts pulled through corroded subframe mounting holes, and that their vehicles were declared unsafe to drive by mechanics and dealerships.

67. This Defect poses an obvious safety issue insofar as it can cause drivers of Class Vehicles to lose control of the vehicle. This is reflected in language used by Subaru in their 2003

recall (“loss of vehicle control”) as well as recent recalls by other car manufacturers (*e.g.*, a 2026 Honda recall regarding subframe corrosion tells owners it is a “safety issue.”).

68. The cost of replacing a corroded front subframe, including parts and labor, typically ranges from \$1,400 to over \$6,000. Front subframe replacement parts for the Class Vehicles were previously on nationwide backorder, with owners reporting wait times of months and dealers waiting on ten or more parts at a time.

B. Subaru’s Knowledge of the Front Subframe Corrosion Defect

69. As early as 2002, and likely earlier, Subaru was aware of the risk of subframe corrosion in Subaru vehicles, or were reckless in not being aware, based on, among others, the following sources:

1. The Prior Subframe Corrosion Recall

70. In 2003, Subaru issued NHTSA Recall 03V-153 (Campaign WWM-96) for rear subframe corrosion in 2000–2002 Subaru Legacy and Outback vehicles. That recall acknowledged that improperly applied paint on the rear subframe allowed road salt to cause rust-through and structural failure of the rear subframe, affecting vehicle control. Subaru inspected, repaired, or replaced the affected rear subframes.

71. This recall demonstrates that Subaru had actual, specific knowledge that (a) its subframe manufacturing and coating processes could result in inadequate corrosion protection; (b) road salt accelerates subframe corrosion to the point of structural failure; and (c) subframe corrosion poses a serious safety risk to vehicle occupants and other road users.

72. Despite this knowledge, Subaru failed to design and/or failed to apply adequate corrosion protection to the front subframes and Component Parts in the Class Vehicles.

2. Subaru's Knowledge from Pre-Release Design, Manufacture, Engineering, and Testing Data

73. Subaru knew or should have known of the Corrosion Defect from pre-production testing, analysis, and design data. Reasonably prudent vehicle manufacturers subject structural steel components to accelerated corrosion testing and environmental exposure testing as part of their standard pre-release engineering validation processes. On information and belief, Subaru conducted such testing on the Class Vehicles' front subframes and Component Parts and knew or should have known that the corrosion protection was inadequate.

74. Additionally, Subaru knew from the design of the A/C condensate drain system that water would repeatedly wet the front subframe surface. Despite its history of subframe corrosion issues, Subaru failed to account for this design interaction.

3. Subaru's Knowledge from Class Member Complaints Collected by NHTSA's Office of Defect Investigations

75. Subaru was made aware of the Corrosion Defect through numerous complaints submitted to NHTSA's Office of Defect Investigations ("ODI"). These complaints describe severe front subframe corrosion in Class Vehicles and the resulting safety consequences. Examples include, but are not limited to:

76. On or about October 2022, the owner of a 2010 Subaru Outback in Kalamazoo, Michigan (NHTSA ID 11489200) reported that the front subframe was severely corroded. The dealership diagnosed the issue and quoted \$1,944.37 for the subframe alone, with a total repair cost of \$3,281.14 including suspension work.

77. On or about July 2022, the owner of a 2011 Subaru Outback in West Orange, New Jersey (NHTSA ID 11474045) reported that the front subframe had rusted through on both the driver's and passenger's side near the rear control arm mounts. SOA was contacted and refused to provide any assistance.

78. On or about September 2023, the owner of a 2011 Subaru Outback in Park Rapids, Minnesota (NHTSA ID 11544449) reported that the front subframe fractured due to severe corrosion at approximately 109,000 miles, causing steering sway and instability at 30 miles per hour.

79. On or about July 2022, the owner of a 2011 Subaru Legacy in Westfield, New York (NHTSA ID 11476541) reported that the K-frame failed structurally while the vehicle was in operation—a mounting bolt pulled through the corroded frame, causing a pronounced pull to the left.

80. On or about February 2026, the owner of a 2014 Subaru Outback in Newton, New Jersey (NHTSA ID 11716663) reported: “Failure of front subassembly while driving. Car pulled hard to right while driving. Scary and dangerous. Inspection showed severe rust has eaten thru the metal.”

81. On or about April 2025, the owner of a 2015 Subaru Outback in Melrose, Massachusetts (NHTSA ID 11652007) reported that the front subframe was “almost completely rotted in the middle” at 91,000 miles after only ten years of light driving.

82. On or about September 2025, the owner of a 2012 Subaru Legacy in Syracuse, New York (NHTSA ID 11688170) reported that a dealer found corrosion holes near structural/mounting points, and quoted \$3,119.89 for the subframe and \$4,394.75 total. Subaru denied assistance and offered only a \$500 coupon toward a new vehicle.

83. On or about November 2024, the owner of a 2013 Subaru Outback in Litchfield, Connecticut (NHTSA ID 11623748) reported: “Subframe deteriorated beyond repair . . . not normal wear and tear . . . vehicle is dangerous.” Subaru assumed no responsibility.

84. On or about January 2025, the owner of a 2010 Subaru Outback in West Milton, Ohio (NHTSA ID 11634248) reported: “Engine subframe catastrophic failure (left side) due to severe corrosion. Lower control arm detached resulting in erratic handling and pulling. Car unsafe to drive.”

85. On or about July 2022, the owner of a 2011 Subaru Outback in Highland Park, Illinois (NHTSA ID 11474932) reported that the vehicle pulled sharply to the right, entering an adjacent lane while braking. Inspection revealed two large rust holes on the front subframe. This owner identified that the A/C condenser drain was positioned directly above the failure point—a potential design defect.

86. These NHTSA complaints represent only a fraction of the total number of Class Vehicle owners who have experienced the Corrosion Defect. As the manufacturer, Subaru is required to monitor NHTSA complaints and investigate potential defects. Subaru therefore knew or should have known of the Corrosion Defect from these complaints.

4. Subaru’s Knowledge from a Large Number of Class Member Complaints to Subaru

87. Subaru was made directly aware of the Corrosion Defect through numerous complaints made directly to SOA and its authorized dealerships. Multiple NHTSA complaints describe contacting SOA directly and being denied assistance. For example:

88. The owner of a 2011 Outback (NHTSA ID 11474045) contacted SOA and was told the vehicle “is not affected by any warranty extensions, recalls, or service campaigns” and is “outside of our warranty parameters.”

89. The owner of a 2012 Legacy (NHTSA ID 11688170) contacted SOA and was denied assistance based on “vehicle age.” SOA offered only a \$500 coupon toward the purchase of a new Subaru.

90. Multiple authorized Subaru dealerships have diagnosed the front subframe corrosion issue, including Clay Subaru and Romano Subaru, demonstrating that the defect is known within Subaru's dealer network. Romano Subaru described the repair as “Urgent Work—Subframe with sway links—\$3,119.89.”

91. On information and belief, Subaru receives and maintains records of all warranty claims, service records, customer complaints, and dealer feedback. These records demonstrate that the Corrosion Defect has been known to Subaru since at least 2022 and likely much earlier.

5. Subaru’s Knowledge of the Corrosion Defect Based on Class Member Complaints on Public Online Forums

92. The Corrosion Defect has been widely discussed on public online forums, social media, and consumer complaint websites since at least 2022. Numerous Class Vehicle owners have posted detailed descriptions of their front subframe corrosion experiences, including photographs documenting the extent of the corrosion.

93. These online discussions also document the A/C condensate drain design theory—that the positioning of the evaporator drain directly above the front subframe accelerates corrosion. Multiple owners independently identified this design interaction and proposed the simple remedy of extending the drain tube approximately five inches so that condensate does not drip onto the subframe where road salt accumulates.

94. On information and belief, Subaru monitors online consumer forums and social media discussions regarding their vehicles. Subaru therefore knew or should have known of the Corrosion Defect from these public discussions.

95. These complaints are concentrated in northern states where road salt is regularly used (“salt belt” states), including but not limited to: Maine, Pennsylvania, Ohio, Michigan, New York, New Jersey, Minnesota, Wisconsin, Illinois, Connecticut, Vermont, and Massachusetts.

C. Subaru’s Marketing and Concealment

96. At all relevant times, Subaru marketed Subaru vehicles—including the Class Vehicles—as safe, reliable, and durable. Subaru’s marketing emphasizes its vehicles’ suitability for all-weather driving, outdoor adventures, and long-term safety and reliability.

97. Subaru’s prominent “Love” campaign has for years marketed Subaru vehicles through the theme that a Subaru is a vehicle you can trust and rely on—a vehicle worthy of the love owners have for their families, pets, and lifestyles. This branding emphasizes safety, longevity, and quality.

98. Subaru prominently advertise and market Subaru vehicles’ safety ratings, including awards from the Insurance Institute for Highway Safety (“IIHS”) and National Highway Traffic Safety Administration (“NHTSA”). Subaru represents to consumers that Subaru vehicles are among the safest on the road.

99. Subaru marketed and sold the Class Vehicles’ symmetrical all-wheel-drive system as a premium safety and performance feature designed to provide superior handling and control in all weather conditions—the very conditions (winter weather, road salt) that accelerate the Corrosion Defect.

100. At no point did Subaru disclose to Plaintiff, Class Members, or the public that the subframes and Component Parts in the Class Vehicles were prone to premature corrosion that could render the vehicles dangerous to operate.

101. By marketing the Class Vehicles as safe, reliable, and suitable for all-weather use without disclosing the Corrosion Defect, Subaru induced Plaintiff and Class Members to purchase vehicles that posed a latent safety hazard—a hazard that Subaru knew about and concealed.

D. Fraudulent Concealment Allegations

102. Subaru had a duty to disclose the Corrosion Defect to Plaintiff and Class Members because (a) the Defect is a safety defect, b) Subaru had exclusive and superior knowledge of the Defect; (c) Subaru actively concealed the Defect from Plaintiff and Class Members; and (d) Subaru made incomplete representations about the safety, quality, and durability of the Class Vehicles, while purposefully withholding material facts that contradicted those representations.

103. Subaru knew that the Corrosion Defect was material to consumers. No reasonable consumer would purchase a vehicle knowing that its front subframe—a critical structural and safety component expected to last for the useful life of the vehicle (or beyond)—would prematurely corrode to the point of failure.

104. Subaru had the opportunity to disclose the Corrosion Defect to Plaintiff and Class Members at numerous points, including at the time of sale, in marketing materials, in owner's manuals, in warranty documentation, in communications with dealers, and in communications with affected owners after sale. Subaru failed to make any such disclosure.

105. Subaru actively concealed the Corrosion Defect by (a) refusing to acknowledge the existence of the Defect when contacted by affected owners; (b) characterizing the corrosion as normal “wear and tear”; (c) refusing to issue a recall or service campaign; (d) refusing to extend warranties to cover the Defect; and (e) offering affected owners only nominal goodwill gestures (such as \$500 coupons toward a new vehicle) rather than meaningful relief.

106. Plaintiff and Class Members could not have reasonably discovered the Corrosion Defect on their own because (a) the corrosion occurs from the inside out and from the top surface down, making it invisible during routine inspections; (b) Subaru actively concealed the Defect; and (c) Subaru possesses exclusive knowledge of their design and manufacturing processes.

107. Subaru's concealment was intentional and was motivated by their desire to avoid the expense of a recall, to maintain vehicle sales, and to protect Subaru's carefully cultivated brand image of safety and reliability.

VII. TOLLING OF THE STATUTE OF LIMITATIONS

A. Fraudulent Concealment Tolling

108. Any applicable statutes of limitation have been tolled by Subaru's knowing and active concealment of the Corrosion Defect and the facts as alleged herein. Through no fault or lack of diligence, Plaintiff and Class Members were deceived regarding the Corrosion Defect and could not reasonably have discovered the Defect or the facts supporting their claims until shortly before this action was filed.

109. Subaru is estopped from relying on any statutes of limitation because they fraudulently concealed the Corrosion Defect, actively suppressed information about the Defect, and/or made misleading statements to Class Members when they complained about the Defect.

B. Estoppel

110. Subaru was under a continuous duty to disclose to Plaintiff and Class Members the true character, quality, and nature of the Class Vehicles, including the existence of the Corrosion Defect, because Subaru (a) was in a superior position to know the true state of facts about the Class Vehicles' front subframes; (b) knowingly concealed the Defect from Plaintiff and Class Members; and (c) made affirmative misrepresentations about the quality, safety, and reliability of the Class Vehicles.

111. Based on the foregoing, Subaru is estopped from relying on any statutes of limitation in defense of this action.

C. Discovery Rule

112. The Corrosion Defect occurs from the inside out, is not visible during routine inspections, and was actively concealed by Subaru. Plaintiff and Class Members did not discover, and could not have discovered through the exercise of reasonable diligence, the existence of the Corrosion Defect until the Class Vehicles manifested symptoms of the Defect and/or until the filing of this lawsuit.

113. Accordingly, the discovery rule tolls any applicable limitations period until such time as Plaintiff and Class Members knew or should have known of the Corrosion Defect.

VIII. CLASS ALLEGATIONS

114. Plaintiff brings this action on behalf of herself and all others similarly situated pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(2), and 23(b)(3).

115. Plaintiff seeks to represent the following Nationwide Class:

- All persons or entities in the United States who purchased or leased a 2010–2017 Subaru Outback, Legacy, Forester, Impreza, or Crosstrek vehicle (the “Class Vehicles”).

116. In the alternative, on behalf of herself and all other similarly situated individuals, Plaintiff seeks to represent a subclass grouped by state with materially identical legal claims on these facts.

117. Excluded from the Classes are: (a) Subaru, any entity in which Subaru has a controlling interest, and Subaru’s officers, directors, legal representatives, successors, subsidiaries, and assigns; (b) all persons who make a timely election to be excluded from the Class; and (c) the judicial officers and their immediate family members and associated court staff assigned to this case.

118. Plaintiff reserves the right to amend the class definitions if discovery and further investigation reveal that the classes should be expanded, narrowed, or otherwise modified.

A. Numerosity

119. The members of the proposed Class are so numerous that joinder of all members would be impracticable. On information and belief, hundreds of thousands of Class Vehicles have been sold or leased in the United States. The Class therefore satisfies the numerosity requirement of Federal Rule of Civil Procedure 23(a)(1).

B. Typicality

120. Plaintiff's claims are typical of the claims of the Class. Plaintiff and all Class Members purchased or leased Class Vehicles containing the same Corrosion Defect. Plaintiff and Class Members have been injured by the same wrongful practices of Subaru —namely, Subaru's failure to disclose the Corrosion Defect and Subaru's sale of vehicles with defective front subframes that are prone to premature, dangerous corrosion. Plaintiff's claims arise from the same course of conduct by Subaru and are based on the same legal theories as the claims of all Class Members.

C. Adequate Representation

121. Plaintiff will fairly and adequately represent the interests of the Class. Plaintiff has retained counsel experienced in complex class action litigation, including automotive defect cases. Neither Plaintiff nor her counsel have any interests that conflict with or are antagonistic to the interests of the Class.

D. Predominance of Common Issues

122. Common questions of law and fact predominate over any questions affecting only individual Class Members, including but not limited to:

- a. Whether the Class Vehicles contain the Corrosion Defect;

- b. Whether the Corrosion Defect constitutes a safety hazard;
- c. Whether Subaru knew of the Corrosion Defect before and/or at the time they sold the Class Vehicles;
- d. Whether Subaru had a duty to disclose the Corrosion Defect;
- e. Whether Subaru concealed the Corrosion Defect from Plaintiff and Class Members;
- f. Whether Subaru's marketing and sales representations were misleading in light of the Corrosion Defect;
- g. Whether the Class Vehicles were merchantable at the time of sale;
- h. Whether Subaru breached its warranties;
- i. Whether Subaru violated the New Jersey Consumer Fraud Act;
- j. Whether Subaru was unjustly enriched;
- k. Whether Plaintiff and Class Members are entitled to damages; and
- l. The appropriate measure of damages.

E. Superiority

123. A class action is the superior method for the fair and efficient adjudication of the controversy. The injury suffered by each individual Class Member is relatively small in comparison to the burden and expense of individual prosecution of the complex and extensive litigation necessitated by Subaru's conduct. It would be virtually impossible for individual Class Members to redress effectively the wrongs done to them. Even if the Class Members could afford individual litigation, the court system could not. Individualized litigation would create a potential for inconsistent or contradictory judgments and would increase the delay and expense to all parties and the court system. By contrast, the class action device presents far fewer management

difficulties and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court.

F. Rule 23(b)(1) and (b)(2) Are Satisfied

124. Class treatment is appropriate under Federal Rule of Civil Procedure 23(b)(1) because the prosecution of separate actions by individual members of the Class would create a risk of inconsistent or varying adjudications and would establish incompatible standards of conduct for Subaru.

125. Class treatment is appropriate under Federal Rule of Civil Procedure 23(b)(2) because Subaru has acted and refused to act on grounds generally applicable to the Class, making injunctive and declaratory relief appropriate with respect to the Class as a whole.

IX. CLAIMS FOR RELIEF: NATIONWIDE CLAIMS

FIRST CAUSE OF ACTION

Breach of Implied Warranty of Merchantability — N.J.S. 12A:2-314
(this cause of action against SOA only)

126. Plaintiff incorporates by reference each of the allegations in Paragraphs 1-125, as if fully set forth herein.

127. Plaintiff brings this Count individually and on behalf of the other members of the Nationwide Class.

128. Plaintiff and the other Class Members bought Class Vehicles manufactured and marketed to them by SOA and that SOA intended to be purchased by consumers such as them.

129. SOA is and was at all relevant times a “merchant” with respect to motor vehicles under N.J.S. 12A:2-104(1) and a “seller” of the Class Vehicles under N.J.S. 12A:2-103(1)(d).

130. The Class Vehicles are “goods” as defined in N.J.S. 12A:2-105(1).

131. Pursuant to N.J.S. 12A:2-314, a warranty that the Class Vehicles were in merchantable condition was implied by law when Plaintiff and Class Members bought their Class Vehicles.

132. The Class Vehicles, when sold and at all relevant times thereafter, were not in merchantable condition because they were, *inter alia*, not fit for the ordinary purposes for which vehicles are used. Specifically, the Class Vehicles' front subframes and Component Parts were prone to premature corrosion that rendered the vehicles unsafe to operate and unfit for their ordinary purpose of providing reliable, safe transportation.

133. As a direct and proximate result of SOA's breach of the implied warranty of merchantability, Plaintiff and Class Members have been damaged in an amount to be proven at trial, including the diminution in value of the Class Vehicles, costs of repair, and other incidental and consequential damages.

134. Any limitation on the duration of an implied warranty is unconscionable and unenforceable because Subaru concealed the Corrosion Defect, knew the Defect would not manifest until after the limitation period, and sold vehicles they knew to be defective.

135. To the extent that Plaintiff and Class Members lack privity of contract with SOA, no privity is required because: (a) Plaintiff and Class Members were intended third-party beneficiaries of the transactions between SOA and its network of authorized dealerships. SOA's authorized dealers were not intended to be the ultimate consumers of the Class Vehicles. Rather, the warranty agreements were designed for and intended to benefit the ultimate purchasers of the Class Vehicles; and (b) the Corrosion Defect poses a serious safety risk to the Class Vehicles' owners, operators, and passengers, as well as other drivers on the road, and therefore renders the Class Vehicles a source of danger to several or many people.

SECOND CAUSE OF ACTION

Breach of Implied Warranty — Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 *et seq.*
(this cause of action against SOA only)

136. Plaintiff incorporates by reference each of the allegations in Paragraphs 1-125, as if fully set forth herein.

137. Plaintiff brings this Count individually and on behalf of the other members of the Nationwide Class.

138. The Class Vehicles are “consumer products” within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(1).

139. Plaintiff and Class Members are “consumers” within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3).

140. SOA is a “supplier” and “warrantor” within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. §§ 2301(4)–(5).

141. SOA’s implied warranty of merchantability is an “implied warranty” within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(7).

142. SOA breached its implied warranties as set forth above in the First Cause of Action. This breach is also actionable under 15 U.S.C. § 2310(d)(1).

143. Any purported limitation on SOA’s implied warranties is void as unconscionable under federal and state law.

144. Plaintiff and Class Members have been damaged by SOA’s breach of its implied warranties in the manner described above.

145. To the extent that Plaintiff and Class Members lack privity of contract with SOA, no privity is required because: (a) Plaintiff and Class Members were intended third-party beneficiaries of the transactions between SOA and its network of authorized dealerships. SOA’s

authorized dealers were not intended to be the ultimate consumers of the Class Vehicles. Rather, the warranty agreements were designed for and intended to benefit the ultimate purchasers of the Class Vehicles; and (b) the Corrosion Defect poses a serious safety risk to the Class Vehicles' owners, operators, and passengers, as well as other drivers on the road, and therefore renders the Class Vehicles a source of danger to several or many people.

146. The amount in controversy of Plaintiff's individual claims meets or exceeds the sum of \$25. The amount in controversy of this action exceeds the sum of \$50,000, exclusive of interest and costs, computed on the basis of all claims to be determined in this suit.

147. Plaintiff and Class Members are entitled to recover damages, costs, and attorneys' fees pursuant to 15 U.S.C. § 2310(d).

THIRD CAUSE OF ACTION

Violations of the New Jersey Consumer Fraud Act — N.J. Stat. Ann. §§ 56:8-1, *et seq.*

148. Plaintiff incorporates by reference each of the allegations in Paragraphs 1-125, as if fully set forth herein.

149. Plaintiff brings this Count individually and on behalf of the other members of the Nationwide Class (the "Class," for purposes of this Count).

150. Plaintiff, Class Members, SOA, and Subaru Corporation are each a "person" within the meaning of the New Jersey Consumer Fraud Act ("NJCFA"). *See* N.J. Stat. Ann. § 56:8-1(d).

151. The Class Vehicles and the defective front subframes and Component Parts installed in them are "merchandise" within the meaning of the NJCFA. *See* N.J. Stat. Ann. § 56:8-1(c).

152. The NJCFA prohibits unfair trade practices, encompassing "any commercial practice that is unconscionable or abusive, deception, fraud, false pretense, false promise, misrepresentation, or the knowing, concealment, suppression, or omission of any material fact with

intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise.” *See* N.J. Stat. Ann. § 56:8-2. The NJCFA also prohibits schemes not to sell items as advertised. *See* N.J. Stat. Ann. § 56:8-2.2.

153. At all relevant times material hereto, Subaru conducted trade and commerce in and from New Jersey.

154. The NJCFA is, by its terms, a cumulative remedy, such that remedies under its provisions can be awarded in addition to those provided under separate statutory schemes. *See* N.J. Stat. Ann. § 56:8-2.13.

155. Subaru has engaged in unlawful, deceptive practices in the sale of the defective front subframes in the Class Vehicles as alleged in more detail elsewhere herein, including: (1) selling the Class Vehicles despite knowing that the front subframes were prone to extreme, premature corrosion; (2) refusing to reimburse Plaintiff and Class Members for the replacement of their dangerously corroded front subframes; and (3) failing to disclose and/or concealing this known defect.

156. Subaru knew of the Corrosion Defect prior to the sale of the Class Vehicles, and likely as early as 2002, through sources such as those identified in § VI.B. *supra*.

157. Subaru knowingly and intentionally omitted and failed to disclose material facts to Plaintiff and Class Members with respect to the Corrosion Defect, including the fact that, with normal use, the front subframe would fail and/or malfunction as described elsewhere herein, and/or denying and/or misleading them as to the true cause of the Corrosion Defect.

158. Subaru intended to deceive Plaintiff and Class Members and intended that Plaintiff and Class Members rely on Subaru’s misrepresentations, omissions, and acts of concealment, so

that Plaintiff and Class Members would purchase the Class Vehicles equipped with defective front subframes and Component Parts at a substantial out-of-pocket cost to them.

159. Subaru's conduct as described herein is unethical, oppressive, or unscrupulous in that Subaru often misled, denied, and dissuaded knowledge, responsibility, warranty obligations, and relief when complaints were made to them. Subaru frequently blamed Plaintiff and Class Members for the Corrosion Defect, labeling the condition normal "wear and tear." Subaru refused to reimburse Class Members and Plaintiff for the cost of replacing their defective front subframes and other components damaged due to the Corrosion Defect.

160. Plaintiff and Class Members, like all objectively reasonable consumers, did not expect the front subframes in their vehicles to severely and prematurely corrode, even with regular maintenance, and to put them at risk of losing control of their vehicle if the subframe fails while the vehicle is in motion.

161. Subaru owed Plaintiff a duty to disclose the true quality, safety, and reliability of the Class Vehicles and/or the defective front subframes installed in them because Subaru:

- a. Knew the Corrosion Defect (and its safety risks) was a material fact that would affect Plaintiff's or Class Members' decisions to buy Class Vehicles;
- b. Possessed exclusive and/or superior knowledge of the dangers and risks posed by the foregoing;
- c. Intentionally concealed the foregoing from Plaintiff; and/or
- d. Made incomplete representations about the quality, safety, and reliability of the Class Vehicles generally, while purposefully withholding material facts from Plaintiff that contradicted these representations.

162. Had Subaru disclosed all material information regarding the defective front subframes and Component Parts to Plaintiff and Class Members, they would not have purchased their Class Vehicles or would have paid less for them.

163. As a direct and proximate result of Subaru's misconduct, Plaintiff and Class Members received goods that are unreasonably dangerous and have substantially impaired value, and they have suffered incidental, consequential, and other actual damages, including out-of-pocket costs of upwards of \$1,400 required to return their Class Vehicles to a safe condition, the costs of needed present and future repairs, an inability to use the Class Vehicles for their intended purpose, and diminution of resale value, in an amount to be determined at trial.

164. Plaintiff seeks an order enjoining Subaru's unfair, unlawful, and/or deceptive practices and declaratory relief, as well as actual damages, together with appropriate penalties, including but not limited to treble damages, attorneys' fees, and costs of suit. *See* N.J. Stat. Ann. § 56:8-19. In addition, Plaintiff and Class Members seek an award of punitive damages as to SOA only.

FOURTH CAUSE OF ACTION
Fraud by Concealment

165. Plaintiff incorporates by reference each of the allegations in Paragraphs 1-125, as if fully set forth herein.

166. Plaintiff brings this Count individually and on behalf of the other members of the Nationwide Class (the "Class," for purposes of this Count), as there are no true conflicts among various states' laws of fraudulent concealment and/or fraudulent omission.

167. Subaru concealed and suppressed material facts concerning the quality of the Class Vehicles.

168. Subaru knew that the front subframes and Component Parts installed in the Class Vehicles were defective—prone to premature corrosion that could compromise structural integrity and cause loss of vehicle control—but concealed and failed to disclose this information.

169. Subaru had a duty to disclose this material safety information to Plaintiff and Class Members because (a) Subaru had exclusive and superior knowledge of the Corrosion Defect; (b) Subaru actively concealed the Defect; (c) Subaru made partial representations about the quality, safety, and durability of the Class Vehicles that were misleading without disclosure of the Defect; and (d) the defect constitutes an unreasonable safety hazard.

170. The Corrosion Defect is material because no reasonable consumer would purchase a vehicle knowing that its front subframe—a critical structural safety component—would prematurely corrode to the point of failure.

171. Subaru concealed or suppressed the Corrosion Defect with the intent to induce Plaintiff and Class Members to purchase the Class Vehicles at prices that did not reflect the true value of the vehicles in light of the Defect.

172. Plaintiff and Class Members were unaware of the Corrosion Defect and would not have purchased the Class Vehicles or would have paid less for them had they known of the Defect.

173. Plaintiff and Class Members justifiably relied on Subaru's omissions. The Corrosion Defect is latent, occurs from the inside out, and is not discoverable through reasonable inspection by consumers. Subaru actively concealed the Defect.

174. As a direct and proximate result of Subaru's fraudulent concealment, Plaintiff and Class Members suffered actual damages, including the diminished value of their vehicles, out-of-pocket repair costs, and other incidental and consequential damages, in amounts to be proven at trial.

175. Subaru's conduct was knowing, intentional, and malicious. Plaintiff and Class Members are entitled to punitive damages in an amount sufficient to punish Subaru and deter future misconduct.

FIFTH CAUSE OF ACTION
Unjust Enrichment

176. Plaintiff incorporates by reference each of the allegations in Paragraphs 1-125, as if fully set forth herein.

177. Plaintiff brings this Count individually and on behalf of the other members of the Nationwide Class (the "Class," for purposes of this Count).

178. Subaru received and retained a benefit from Plaintiff and Class Members—namely, the purchase price of the Class Vehicles and/or the inflated portion of that price attributable to the concealed Corrosion Defect.

179. Subaru received and retained this benefit under inequitable circumstances. The Class Vehicles were sold with a known, concealed defect that diminished their value and rendered them unsafe. Plaintiff and Class Members paid for vehicles free of safety defects but received vehicles with the Corrosion Defect.

180. It would be unjust and inequitable for Subaru to retain this benefit without compensating Plaintiff and Class Members for the diminution in value of the Class Vehicles caused by the Corrosion Defect.

181. Plaintiff and Class Members are entitled to restitution and/or disgorgement of the amount by which Subaru have been unjustly enriched at the expense of Plaintiff and Class Members.

X. RELIEF REQUESTED

Plaintiff, individually and on behalf of all others similarly situated, requests the Court to enter judgment against Subaru, as follows:

- a. An order certifying the proposed Class and/or any appropriate subclasses, designating Plaintiff as the named representative of the Class, and designating the undersigned as Class Counsel;
- b. A declaration that the front subframes and Component Parts in Class Vehicles have a Defect that causes severe, premature corrosion and that poses a serious safety risk to consumers, and that this Defect requires disclosure;
- c. A declaration that Subaru must, at its own expense, notify owners of Class Vehicles of the Defect;
- d. A declaration that any limitation on the Class Vehicles' warranty that would avoid responsibility for the Defect is void;
- e. An order enjoining Subaru to reassess all prior claims, both in and out of warranty, related to front subframe rust and corrosion and to reimburse Class Members for money spent out of pocket for replacement of their defective front subframes and Component Parts and associated costs;
- f. An order enjoining Subaru, upon a Class Member's request, to pay the cost of inspection to determine whether the Defect is present, with any coverage disputes adjudicated by a special master;
- g. An order enjoining Subaru from further deceptive distribution and sales practices with respect to the Class Vehicles, and to permanently repair the Class Vehicles so that they no longer possess the Corrosion Defect;

- h. An award to Plaintiff and Class Members of compensatory, exemplary, and statutory damages, including interest, in an amount to be proven at trial against both SOA and Subaru Corporation, and punitive damages as to SOA only;
- i. An order requiring Subaru to disgorge, for the benefit of Plaintiff and Class Members, all or part of the ill-gotten revenue they received from the sale of the Class Vehicles, or make full restitution thereof to Plaintiff and Class Members;
- j. An award of attorneys' fees and costs, as allowed by law;
- k. An award of pre-judgment and post-judgment interest, as provided by law;
- l. Leave to amend this Complaint to conform to the evidence obtained in discovery or produced at trial; and
- m. Such other relief as may be appropriate under the circumstances.

XI. DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff demands a trial by jury of any and all issues in this action so triable of right.

Dated: September 3, 2026

Respectfully submitted,

By: /s/ James A. Cecchi

James A. Cecchi

Jason H. Alperstein

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Attorneys for Plaintiff and the Proposed Class

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

AMY WHITE, individually and on behalf of all others similarly situated,

(b) County of Residence of First Listed Plaintiff Middlesex County, NJ

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, Email and Telephone Number)

James E. Cecchi

CARELLA, BYRNE, CECCHI, BRODY & AGNELLO, P.C.

5 Becker Farm Road, 3rd. Fl, Roseland, NJ 07068; (973) 994-1700

DEFENDANTS

SUBARU OF AMERICA, INC.; SUBARU CORPORATION;

County of Residence of First Listed Defendant Camden County, NJ

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | ☒ 1 | ☐ 1 | Incorporated or Principal Place of Business In This State | ☐ 4 | ☒ 4 |
| Citizen of Another State | ☐ 2 | ☐ 2 | Incorporated and Principal Place of Business In Another State | ☐ 5 | ☐ 5 |
| Citizen or Subject of a Foreign Country | ☐ 3 | ☐ 3 | Foreign Nation | ☐ 6 | ☐ 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
☐ 110 Insurance ☐ 120 Marine ☐ 130 Miller Act ☐ 140 Negotiable Instrument ☐ 150 Recovery of Overpayment & Enforcement of Judgment ☐ 151 Medicare Act ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans) ☐ 153 Recovery of Overpayment of Veteran's Benefits ☐ 160 Stockholders' Suits ☐ 190 Other Contract ☐ 195 Contract Product Liability ☐ 196 Franchise	PERSONAL INJURY ☐ 310 Airplane ☐ 315 Airplane Product Liability ☐ 320 Assault, Libel & Slander ☐ 330 Federal Employers' Liability ☐ 340 Marine ☐ 345 Marine Product Liability ☐ 350 Motor Vehicle ☐ 355 Motor Vehicle Product Liability ☐ 360 Other Personal Injury ☐ 362 Personal Injury - Medical Malpractice	PERSONAL INJURY ☐ 365 Personal Injury - Product Liability ☐ 367 Health Care/ Pharmaceutical Personal Injury Product Liability ☐ 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY ☒ 370 Other Fraud ☐ 371 Truth in Lending ☐ 380 Other Personal Property Damage ☐ 385 Property Damage Product Liability	☐ 625 Drug Related Seizure of Property 21 USC 881 ☐ 690 Other LABOR ☐ 710 Fair Labor Standards Act ☐ 720 Labor/Management Relations ☐ 740 Railway Labor Act ☐ 751 Family and Medical Leave Act ☐ 790 Other Labor Litigation ☐ 791 Employee Retirement Income Security Act IMMIGRATION ☐ 462 Naturalization Application ☐ 465 Other Immigration Actions	☐ 422 Appeal 28 USC 158 ☐ 423 Withdrawal 28 USC 157 PROPERTY RIGHTS ☐ 820 Copyrights ☐ 830 Patent ☐ 840 Trademark SOCIAL SECURITY ☐ 861 HIA (1395ff) ☐ 862 Black Lung (923) ☐ 863 DIWC/DIWW (405(g)) ☐ 864 SSID Title XVI ☐ 865 RSI (405(g)) FEDERAL TAX SUITS ☐ 870 Taxes (U.S. Plaintiff or Defendant) ☐ 871 IRS—Third Party 26 USC 7609	☐ 375 False Claims Act ☐ 376 Qui Tam (31 USC 3729(a)) ☐ 400 State Reapportionment ☐ 410 Antitrust ☐ 430 Banks and Banking ☐ 450 Commerce ☐ 460 Deportation ☐ 470 Racketeer Influenced and Corrupt Organizations ☐ 480 Consumer Credit ☐ 490 Cable/Sat TV ☐ 850 Securities/Commodities/Exchange ☐ 890 Other Statutory Actions ☐ 891 Agricultural Acts ☐ 893 Environmental Matters ☐ 895 Freedom of Information Act ☐ 896 Arbitration ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision ☐ 950 Constitutionality of State Statutes
REAL PROPERTY ☐ 210 Land Condemnation ☐ 220 Foreclosure ☐ 230 Rent Lease & Ejectment ☐ 240 Torts to Land ☐ 245 Tort Product Liability ☐ 290 All Other Real Property	CIVIL RIGHTS ☐ 440 Other Civil Rights ☐ 441 Voting ☐ 442 Employment ☐ 443 Housing/Accommodations ☐ 445 Amer. w/Disabilities - Employment ☐ 446 Amer. w/Disabilities - Other ☐ 448 Education	PRISONER PETITIONS Habeas Corpus: ☐ 463 Alien Detainee ☐ 510 Motions to Vacate Sentence ☐ 530 General ☐ 535 Death Penalty Other: ☐ 540 Mandamus & Other ☐ 550 Civil Rights ☐ 555 Prison Condition ☐ 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTIONCite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. 1332(d)

Brief description of cause:

Class action lawsuit regarding defective subframes

VII. REQUESTED IN COMPLAINT:☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

09/03/2026

SIGNATURE OF ATTORNEY OF RECORD

/s/ James E. Cecchi

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
 - (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
 - (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
- United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.