

CLASS SETTLEMENT AGREEMENT

This Class Settlement Agreement (the “Settlement Agreement” or the “Agreement”), is made and entered into as of this 6th day of January, 2025, by and between Plaintiff Julie Kimball (“Plaintiff”), individually and as representative of the Settlement Class defined below, and Volkswagen Group of America, Inc. (“VWGoA”) (“Defendant”) (all collectively referred to as the “Parties”).

WHEREAS, on June 21, 2022, Plaintiff filed a putative class action entitled *Julie Kimball, on behalf of herself and all others similarly situated v. Volkswagen Group of America, Inc., et al.*, 2:22-cv-04163-JMV-MAH, United States District Court, District of New Jersey, asserting various individual and putative class claims relating to the turbochargers of the putative class vehicles (hereinafter, “the Action”);

WHEREAS, VWGoA filed Motions to Dismiss Plaintiffs’ original and amended class action complaints (ECF 20, 33, and 60) which were fully briefed, and decided by Orders of this Court dated March 2, 2023 (ECF 28), August 28, 2023 (ECF 45), and September 3, 2024 (ECF 78);

WHEREAS, VWGoA denies Plaintiff’s allegations and claims with respect to both liability and damages, and maintains, *inter alia*, that the putative class vehicles and their turbochargers function properly and are not defective, that no applicable warranties (express or implied) were breached, that no common law or legal duties or applicable statutes, laws, rules and/or regulations were violated, that the subject vehicles’ components and systems were properly designed, tested, manufactured, distributed, marketed, advertised, warranted, and sold, and that the Action is not suitable for class treatment if it were to proceed through litigation and trial;

WHEREAS, the Parties, after investigation and careful analysis of their respective claims and defenses, and with full understanding of the potential risks, benefits, expense, and uncertainty

of continued litigation, desire to compromise and settle all issues and claims that were asserted or could have been asserted in the Action by or on behalf of Plaintiff and members of the Settlement Class;

WHEREAS, the Parties agree that neither this Settlement Agreement and exhibits, the underlying Settlement itself, nor its negotiations, documents, or any filings relating thereto, shall constitute or be construed as, (i) any admission or evidence of liability, damages, or wrongdoing on the part of Defendant or any Released Party, and/or (ii) the existence or validity of any fact, allegation, claim, and/or issue of law that was or could have been asserted in the Action, all of which are expressly denied by Defendant.

WHEREAS, this Settlement Agreement is the result of vigorous and extensive arm's length negotiations of highly disputed claims, with adequate knowledge of the facts, issues, and the strengths or weaknesses of the Parties' respective positions, and with the assistance of an experienced neutral Mediator from JAMS; and

WHEREAS, the Settlement is fair, reasonable, and adequate; in all respects satisfies the requirements of Fed. R. Civ. P. 23; and is in the best interests of the Settlement Class.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth below, the Parties hereby agree as follows:

I. DEFINITIONS

A. "Action"

"Action" refers to the putative class action entitled *Julie Kimball, on behalf of herself and all others similarly situated v. Volkswagen Group of America, Inc., et al.*, 2:22-cv-04163-JMV-MAH, pending in the United States District Court for the District of New Jersey.

B. “Agreement,” “Settlement,” or “Settlement Agreement”

“Agreement,” “Settlement,” or “Settlement Agreement” means this Settlement Agreement including all terms, provisions and conditions embodied herein and all attached Exhibits (which are an integral part of, and incorporated by reference in, this Settlement Agreement).

C. “Claim Administrator” or “Settlement Administrator”

The “Claim Administrator” or “Settlement Administrator” shall mean JND Legal Administration.

D. “Claim” or “Claim for Reimbursement”

“Claim” or “Claim for Reimbursement” means the timely and proper mailing or submission online, to the Claim Administrator, of the required fully completed, signed, and dated Claim Form, together with all required Proof of Repair Expense documents (as defined in Section I.S. of this Agreement), and to the extent required under the terms of this Settlement, Proof of Adherence to Maintenance Requirements (as defined in Section I.R. of this Agreement) and other required documentation, in which a Settlement Class Member (as defined in Section I.V. of this Agreement) seeks to claim reimbursement for a percentage of certain past paid and unreimbursed out-of-pocket repair expenses pursuant to the terms, conditions and limitations set forth in Section II.B. of this Settlement Agreement.

E. “Claim Form”

“Claim Form” means the form that must be fully completed, signed, dated, and timely mailed to the Claim Administrator or timely submitted through the Settlement Website, together with all required Proof of Repair Expense, Proof of Adherence to Maintenance Requirements documentation, and any other required documentation in order to make a Claim for Reimbursement under the terms of this Settlement Agreement, which Claim Form will be substantially in the form attached hereto as Exhibit 1.

F. “Claim Period”

“Claim Period” means the period of time within which a Claim for Reimbursement under this Settlement must be mailed (postmarked) or submitted online to the Claim Administrator, which period shall expire seventy-five (75) days after the Notice Date.

G. “Class Counsel” or “Plaintiff’s Counsel”

“Class Counsel” or “Plaintiff’s Counsel” shall mean Kantrowitz, Goldhamer & Graifman, P.C. and Thomas P. Sobran, P.C.

H. “Class Notice”

“Class Notice” means the postcard Class Notice that will be mailed to the Settlement Class, which will be substantially in the form attached hereto as Exhibit 2, and the long form Class Notice that will be made available on the Settlement Website, which will be substantially in the form attached hereto as Exhibit 3.

I. “Class Notice Plan” or “Notice Plan”

“Class Notice Plan” or “Notice Plan” means the plan for disseminating the Class Notice to the Settlement Class as set forth in Section IV of this Settlement Agreement, and includes any further notice provisions that may be agreed upon by the Parties.

J. “Court”

“Court” means the United States District Court for the District of New Jersey, located in Newark, New Jersey.

K. “Defense Counsel”

“Defense Counsel” means Shook, Hardy & Bacon L.L.P.

L. “Effective Date”

“Effective Date” means the third business day after: (1) the Court enters a Final Order and Judgment approving the Settlement Agreement, substantially in the form agreed upon by counsel

for the Parties, and (2) all appellate rights with respect to said Final Order and Judgment, other than those related solely to any award of attorneys' fees, costs or service/incentive payments, have expired or been completely exhausted in such a manner as to affirm such Final Order and Judgment. "Appellate rights" will presumptively be deemed to have expired or been completely exhausted if after thirty (30) days after the Judgment is filed, no Notice of Appeal has been filed by any class member.

M. "Fee and Expense Application"

"Fee and Expense Application" means Class Counsel's application for an award of reasonable attorneys' fees, costs, and expenses ("Class Counsel Fees and Expenses"), and for a Class Representative Service Award.

N. "Final Fairness Hearing"

"Final Fairness Hearing" means the hearing at or after which the Court will determine whether to grant final approval of the Settlement as fair, reasonable, and adequate under Fed. R. Civ. P. 23(e).

O. "Final Order and Judgment"

"Final Order and Judgment" means the Final Order and Judgment granting final approval of this Settlement Agreement and dismissing the Action with prejudice, the form of which will be agreed by the Parties and submitted to the Court prior to the Final Fairness Hearing.

P. "In-Service Date"

"In-Service Date" means the date on which a Settlement Class Vehicle was first delivered to either the original purchaser or the original 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.

Q. “Notice Date”

“Notice Date” means the Court-ordered date by which the Claim Administrator shall mail the Class Notice of this Settlement to the Settlement Class, substantially in the form attached hereto as Exhibit 2. The Notice Date shall be a date that is up to one-hundred (100) days after the Court enters a Preliminary Approval Order.

R. “Proof of Adherence to Maintenance Requirements”

“Proof of Adherence to Maintenance Requirements” means original or legible copies of documents or records evidencing the Settlement Class Member’s adherence to the oil maintenance aspects of the Settlement Class Vehicle’s maintenance schedule set forth in the Warranty and Maintenance Booklet during the time he/she/it owned and/or leased the vehicle up to the date/mileage of the covered repair or replacement, within a variance of ten percent (10%) of each scheduled time and mileage oil maintenance interval. If, however, the Settlement Class Member is unable to obtain said documents or records despite a good faith effort to obtain them, the Settlement Class Member may submit a Declaration, signed under penalty of perjury, detailing: (i) the good faith efforts that were made to obtain the records including why the records are not available, and (ii) attesting to adherence to the oil maintenance aspects of the vehicle’s maintenance schedule during the time he/she/it owned or leased the vehicle, up to the date and mileage of the covered repair or replacement, within the ten percent (10%) variance set forth above.

S. “Proof of Repair Expense”

“Proof of Repair Expense” shall mean all of the following: (1) an original or legible copy of the repair invoice for the subject repair, containing the claimant’s name, the make and model and Vehicle Identification Number (VIN) of the Settlement Class Vehicle, the name and address of the dealer or repair shop that performed the repair covered under this Agreement, the date of

the covered repair and vehicle mileage at the time of the repair, a description of the repair work including the parts repaired or replaced and a breakdown of parts and labor costs of the covered repair and demonstrating that the repair is, in fact, a covered repair under this Agreement; (2) proof of payment of, and the amount paid for, the covered repair; (3) a declaration, signed by the Settlement Class Member under penalty of perjury, confirming that he/she/it did not alter or modify, or have another person or entity alter or modify, the vehicle's engine prior to the covered repair, and (4) if the person claiming reimbursement is not the person to whom the Class Notice was mailed, proof of ownership or lease of the Settlement Class Vehicle at the time of the covered repair. Any cash payment may be verified by an invoice marked "paid" if the invoice is from an authorized dealer or, if from an independent repair facility (e.g., not an authorized dealer) by an invoice marked "paid" and a declaration from the independent repair facility confirming the payment amount received. In addition, if the covered repair was performed within the vehicle's original NVLW time/mileage period by a facility that was not an authorized Audi or VW dealer, then in addition to the above requirements, the Settlement Class Member must submit records showing that he/she/it first attempted to have the repair completed at an authorized dealer but the dealer refused to or was unable to complete the repair under the warranty. If such records could not be obtained after a good faith effort to obtain them, the Settlement Class Member may submit a declaration signed under penalty of perjury to that effect and setting forth the good faith effort(s) made to obtain the records.

T. "Released Claims" or "Settled Claims"

"Released Claims" or "Settled Claims" means any and all claims, causes of action, demands, debts, suits, liabilities, obligations, damages, entitlements, losses, actions, rights of action, costs, expenses, and remedies of any kind, nature and description, whether known or unknown, asserted or unasserted, foreseen or unforeseen, and regardless of any legal or equitable

theory, existing now or arising in the future, by Plaintiff and any and all Settlement Class Members (including their successors, heirs, assigns and representatives) which, in any way, arise from, involve or relate to the Settlement Class Vehicles' turbochargers (and any of their component and related parts including wastegate linkages and actuators), including but not limited to all matters, issues, claims, and requests for damages or other relief that were asserted or could have been asserted in the Action, and all claims, causes of action, demands, debts, suits, liabilities, obligations, damages, entitlements, losses, consequential damages or losses, actions, rights of action and remedies of any kind, nature and description, arising under any state, federal or local statute, law, rule and/or regulation including any consumer protection, consumer fraud, unfair or deceptive business or trade practices, false or misleading advertising, and/or other sales, marketing, advertising and/or consumer statutes, laws, rules and/or regulations, under any common law cause of action or theory, and under any legal or equitable causes of action or theories whatsoever, and on any basis whatsoever including tort, contract, products liability, express warranty, implied warranty, negligence, fraud, misrepresentation, concealment, false or misleading advertising or marketing, unfair, deceptive and/or inequitable business practice, consumer protection, express or implied covenants, restitution, quasi-contract, unjust enrichment, injunctive relief of any kind and nature, including, but not limited, to the California Consumer Legal Remedies Act, California Unfair Competition Law, the Song-Beverly Consumer Warranty Act, the Magnuson-Moss Warranty Act, each and every federal, state and local consumer protection, consumer fraud, deceptive trade practices, unfair practices, false advertising, and/or related statute, law, rule and regulation in the United States and Puerto Rico, all other or similar federal, state or local statutes, laws, rules or derivations thereof, any state Lemon Laws, secret warranty, and/or any other theory of liability and/or recovery whatsoever, whether in law or in

equity, and for any and all injuries, losses, damages, remedies (legal or equitable), costs, recoveries or entitlements of any kind, nature and description, under statutory and/or common law, and including, but not limited to, compensatory damages, economic losses or damages, exemplary damages, punitive damages, statutory damages, statutory penalties or rights, restitution, unjust enrichment, injunctive relief, costs, expenses, counsel fees, and any other legal or equitable relief or theory of relief. This Settlement Agreement expressly exempts claims for personal injuries and property damage (other than for damage to the Settlement Class Vehicle itself).

U. “Released Parties”

“Released Parties” means Volkswagen Group of America, Inc., Volkswagen AG, Audi AG, Audi of America LLC, Volkswagen International America, Inc., Audi of America, Inc., Volkswagen de México S.A. de C.V., Volkswagen Group of America Chattanooga Operations, LLC, Volkswagen Credit, Inc.; all designers, manufacturers, suppliers, assemblers, distributors, importers, retailers, marketers, advertisers, testers, inspectors, sellers, component suppliers, lessors, warrantors, dealers, repairers and servicers of the Settlement Class Vehicles and each of their component parts and systems; all of their past and present directors, officers, shareholders, principals, partners, employees, agents, servants, assigns and representatives; and all of the aforementioned persons’ and entities’ attorneys, insurers, trustees, vendors, contractors, heirs, executors, administrators, successors, successor companies, parent companies, subsidiary companies, affiliated companies, divisions, trustees and representatives of the Settlement Class” or “Settlement Class Members”

“Settlement Class” or “Settlement Class Members” means: “All persons and entities who purchased or leased a Settlement Class Vehicle, as defined in Section I.X. of this Agreement, in the United States of America or Puerto Rico.”

Excluded from the Settlement Class are: (a) all Judges who have presided over the Action and their spouses; (b) all current employees, officers, directors, agents and representatives of Defendant, and their family members; (c) any affiliate, parent or subsidiary of Defendant and any entity in which Defendant has a controlling interest; (d) anyone acting as a used car dealer; (e) anyone who purchased a Settlement Class Vehicle for the purpose of commercial resale; (f) anyone who purchased a Settlement Class Vehicle with salvaged title and/or any insurance company that acquired a Settlement Class Vehicle as a result of a total loss; (g) any insurer of a Settlement Class Vehicle; (h) issuers of extended vehicle warranties and service contracts; (i) any Settlement Class Member who, prior to the date of this Agreement, settled with and released Defendant or any Released Parties from any Released Claims, and (j) any Settlement Class Member who files a timely and proper Request for Exclusion from the Settlement Class.

W. “Settlement Class Representative”

“Settlement Class Representative” means Plaintiff Julie Kimball.

X. “Settlement Class Vehicles”

“Settlement Class Vehicles” collectively means certain specific Volkswagen and Audi brand vehicles, distributed by VWGoA in the United States and Puerto Rico, which are equipped with Generation 1, Generation 2 or Generation 3 EA888 engines (as delineated in X(1)-(3) below) and specifically identified by Vehicle Identification Number (“VIN”) on VIN lists that are attached as Exhibits 4A-C to this Agreement.

(1) “Generation 1 Settlement Class Vehicles” means certain of the following Settlement Class Vehicles equipped with Generation 1 EA888 Engines: certain model year 2008-2014 VW GTI and Golf R vehicles, 2012-2013 VW Beetle vehicles, 2009 VW Jetta Sportwagen vehicles, 2008-2013 VW Jetta Sedan and GLI vehicles, 2009-2016 VW Eos vehicles, 2008-2010 VW Passat vehicles, 2009-2017 VW CC vehicles, 2009-2018 VW Tiguan vehicles, 2008-2009 Audi A3

vehicles, and 2015-2018 Audi Q3 vehicles, which were distributed by VWGoA in the United States and Puerto Rico and specifically identified by Vehicle Identification Number (“VIN”) on a VIN list that is attached as Exhibit 4A to this Agreement.

(2) “Generation 2 Settlement Class Vehicles” means certain of the following Settlement Class Vehicles equipped with Generation 2 EA888 Engines: certain model year 2009-2014 Audi A4 vehicles, 2010-2014 Audi A5 vehicles, 2013-2015 Audi A6 vehicles, 2011-2014 Audi Q5 vehicles, and 2011-2012 Audi TT vehicles, which were distributed by VWGoA in the United States and Puerto Rico and specifically identified by Vehicle Identification Number (“VIN”) on a VIN list that is attached as Exhibit 4B to this Agreement.

(3) “Generation 3 Settlement Class Vehicles” means certain of the following Settlement Class Vehicles equipped with Generation 3 EA888 Engines: certain model year 2015-2018 VW Golf vehicles, 2015-2021 VW GTI vehicles, 2015-2019 VW Golf R vehicles, 2015-2019 VW Golf Sportwagen and Alltrack vehicles, 2019-2024 VW Jetta GLI vehicles, 2019-2021 VW Arteon vehicles, 2018-2023 VW Atlas vehicles, 2020-2023 VW Atlas Cross Sport vehicles, 2015-2020 Audi A3, 2019-2024 Audi Q3 vehicles, and 2016-2023 Audi TT vehicles, which were distributed by VWGoA in the United States and Puerto Rico and specifically identified by Vehicle Identification Number (“VIN”) on a VIN list that is attached as Exhibit 4C to this Agreement.

II. SETTLEMENT CONSIDERATION

In consideration for the full and complete Release of all Released Claims against the Defendant and all Released Parties, and the dismissal of the Action with prejudice, Defendant VWGoA agrees to provide the following consideration to the Settlement Class:

A. Warranty Extension for Current Owners and Lessees of Generation 3 Settlement Class Vehicles

Effective on the Notice Date, for Generation 3 Settlement Class Vehicles, VWGoA will extend the New Vehicle Limited Warranties (NVLWs) to cover fifty percent (50%) of the cost of repair or replacement (parts and labor), by an authorized Audi dealer [if an Audi vehicle] or Volkswagen dealer [if a VW vehicle], of a failed or malfunctioning turbocharger of said vehicle if the cause of the failure or malfunction was that the wastegate failed due to fork head and/or link pin corrosion, during a period of up to 8.5 years or 85,000 miles (whichever occurs first) from said Settlement Class Vehicle's In-Service Date.

If, as of the Notice Date, a said Generation 3 Settlement Class Vehicle is more than 8.5 years of age from its In-Service Date, then this Warranty Extension's time duration for that vehicle will be extended until sixty (60) days after the Notice Date or 85,000 miles from vehicle's the In-Service Date, whichever occurs first, subject to the same conditions and limitations set forth above.

The Warranty Extension is subject to the same terms, conditions, and limitations set forth in the Settlement Class Vehicle's original NVLW and Warranty Information Booklet, and shall be fully transferable to subsequent owners to the extent that its time and mileage limitation periods have not expired.

The Warranty Extension shall not cover or apply to turbocharger/wastegate failures or malfunctions due to abuse, misuse, alteration or modification, lack of proper maintenance, a collision or crash, vandalism and/or other impact, or damage from an outside source.

B. Reimbursement of Certain Past Paid (and Unreimbursed) Out-Of-Pocket Repair Expenses (All Settlement Class Vehicles)

1. Reimbursement: Settlement Class Members who timely mail to the Settlement Claim Administrator a Claim for Reimbursement (fully completed, dated and signed Claim Form together with all Proof of Repair Expense and other required documentation) shall be eligible for

reimbursement of fifty percent (50%) of the past paid out-of-pocket expense for one (1) repair or replacement (parts and labor) of a failed or malfunctioned turbocharger of a Settlement Class Vehicle that was performed and paid for prior to the Notice Date and within 8.5 years or 85,000 miles (whichever occurred first) from said vehicle's In-Service date, if:

(i) for a Generation 1 Settlement Class Vehicle or Generation 2 Settlement Class Vehicle, the past paid turbocharger repair or replacement was due to the wastegate having no longer functioned properly because of wear at the link plate and pin, and

(ii) for a Generation 3 Settlement Class Vehicles, the past paid turbocharger repair or replacement was due to the wastegate having failed because of fork head and/or link pin corrosion.

However, if the Proof of Repair Expense documentation does not specifically state that the reason for the past paid turbocharger repair or replacement was due to II.B.(1)(i) above (for a Generation 1 Settlement Class Vehicle or Generation 2 Settlement Class Vehicle), or II.B.(1)(ii) above (for a Generation 3 Settlement Class Vehicle), then the reimbursement for the one (1) covered repair will be forty percent (40%) of the past paid invoice amount (parts and labor) provided that, in addition to the Proof of Repair Expense, the Settlement Class Member also submits, with his/her/its Claim for Reimbursement, the Proof of Adherence to Maintenance Requirements documentation.

If the past paid covered repair for which reimbursement under this Section is sought was not performed by an authorized Audi dealer (if an Audi vehicle) or Volkswagen dealer (if a VW vehicle), then the maximum paid invoice amount to which the applicable reimbursement percentage shall be applied shall not exceed \$3,850.

If the past paid covered repair for which reimbursement is sought under this Section was performed within the Settlement Class Vehicle's original NVLW time and mileage period, but not

by an authorized Audi or Volkswagen dealer, then the Settlement Class Member must also submit with his/her/its Claim, in addition to the Proof of Repair Expense and Proof of Adherence to Maintenance Requirements (if applicable), documentation such as a written estimate or invoice, or if documents are not available after a good-faith effort to obtain them, a Declaration signed under penalty of perjury, confirming that the Settlement Class Member first attempted to have the said repair performed by an authorized Audi or Volkswagen dealer, but the dealer declined or was unable to perform the repair free of charge pursuant to the NVLW.

Reimbursement under this Section is subject to the Limitations, Conditions and Claim requirements set forth in Sections II.B.2 and II.B.3 below.

2. Limitations and Other Conditions:

a. Any reimbursement under Section II.B.1. shall be reduced by goodwill or other amount or concession paid by an authorized Audi or Volkswagen dealer, any other entity (including insurers and providers of extended warranties or service contracts), or by any other source. If the Settlement Class Member received a free repair covered under this Agreement, or was otherwise already reimbursed the full amount for the covered repair, then he/she/it will not be entitled to any reimbursement.

b. Defendant shall not be responsible for, and shall not warrant, any repair/replacement work that was not performed by an authorized Audi or Volkswagen dealer.

c. Reimbursement under Section II.B.1. shall not apply to turbocharger/wastegate failures that were caused by abuse, misuse, alteration or modification, lack of proper maintenance, a collision or crash, vandalism and/or other impact or outside source.

3. Requirements for a Valid and Timely Claim for Reimbursement:

a. In order to submit a valid and timely Claim for Reimbursement pursuant to Section II.B. of this Agreement, the Settlement Class Member must mail by first-class U.S. mail to the

Settlement Claim Administrator, postmarked no later than 75-days after the Notice Date, or submit to the Settlement Claim Administrator online through the Settlement Website no later than 75-days after the Notice Date, a fully completed, signed and dated Claim Form, together with the required Proof of Repair Expense, Proof of Adherence to Maintenance Requirements (if applicable), and any other documentary proof required under this Agreement.

b. If the claimant is not a person to whom the Claim Form was addressed, and/or the vehicle with respect to which a Claim is made is not the vehicle identified by VIN number on the mailed Class Notice, the Claim must contain proof that the claimant is a Settlement Class Member and that the vehicle that is the subject of the Claim is a Settlement Class Vehicle.

c. The completed Claim Form and supporting documentation must demonstrate the Settlement Class Member's right to reimbursement, for the amount requested, under the terms and conditions of this Settlement Agreement.

III. CLAIMS ADMINISTRATION

A. Costs of Administration and Notice

As between the Parties, VWGoA shall be responsible for the Claim Administrator's reasonable costs of class notice and settlement administration. The Parties retain the right to audit and review the Claims handling by the Claim Administrator, and the Claim Administrator shall report to both parties jointly.

B. Claim Administration

1. Only timely Claims that are complete and which satisfy the Settlement criteria for reimbursement can be approved for payment. For each approved reimbursement claim, the Claim Administrator, on behalf of VWGoA, shall mail to the Settlement Class Member, at the address listed on the Claim Form, a reimbursement check to be sent within one hundred fifty (150)

days of the date of receipt of the completed Claim, or within one hundred fifty (150) days of the Effective Date, whichever is later. The reimbursement checks shall remain valid for 180 days. The Settlement Class Member may make one (1) request for reissuance of an expired un-negotiated check from the Claims Administrator within 225 days of its original issuance.

2. The Claim Administrator's denial of any Claim in whole or in part shall be binding and non-appealable, except that Class Counsel and Defendant's counsel will, if needed, confer and attempt to resolve in good faith any disputed denial by the Claim Administrator.

3. If the Claims Administrator initially determines that the Claim Form is incomplete, deficient or otherwise not fully completed, signed and/or dated, and/or that supporting documentation is missing, deficient, or otherwise incomplete, then the Claim Administrator will send the Settlement Class Member a letter or notice by regular mail advising of the deficiency(ies) in the Claim Form and/or the documentation. The Settlement Class Member will then have until thirty (30) days after the date of said letter or notice to mail a response to the Claim Administrator that cures all said deficiencies and supplies all missing or deficient information and documentation, or the claim will be denied.

4. If a Claim is denied in whole or in part, either for not meeting the Settlement criteria for reimbursement, or for failure to timely cure any deficiencies or missing or incomplete information/documentation, the Claim Administrator will so notify the Settlement Class Member by sending a letter or notice of the denial by regular mail. Any Settlement Class Member whose claim is denied shall have fourteen (14) days from the date of the Claim Administrator's letter/notice of denial to request an "attorney review" of the denial, after which time Class Counsel and Defense Counsel shall meet and confer and determine whether said denial, based upon the Claim Form and documentation previously submitted, was correct under the terms of the

Settlement, whether the denial should be modified if it is not correct, and/or whether any disputed issues can amicably be resolved. The Claim Administrator will thereafter advise the Settlement Class Member of the attorney review determination, which shall be binding and not appealable.

IV. NOTICE

A. To Attorneys General: In compliance with the Attorney General notification provision of the Class Action Fairness Act, 28 U.S.C. § 1715, the Claim Administrator shall provide notice of this proposed Settlement to the Attorney General of the United States, and the Attorneys General of each state in which a known Settlement Class Member resides. The Claim Administrator shall also provide contemporaneous notice to the Parties.

B. To Settlement Class: The Claim Administrator shall be responsible for the following Settlement Class Notice Plan (“Notice Plan”):

1. On an agreed upon date with the Claim Administrator, but in no event more than one-hundred (100) days after entry of the Preliminary Approval Order, the Claim Administrator shall cause individual postcard Class Notice, substantially in the form attached hereto as Exhibit 2, to be mailed, by first class mail, to the current or last known addresses of all reasonably identifiable Settlement Class Members. The postcard Class Notice will also direct Settlement Class Members to the Settlement Website where they can obtain further information about the Settlement, their applicable rights and deadlines, and to review and download the long form Class Notice, substantially in the form attached hereto as Exhibit 3, and other documentation about the Settlement. Defendant VWGoA may format the Class Notice in such a way as to minimize the cost of the mailing, so long as Settlement Class Members can reasonably read it and Class Counsel approves all changes and formatting. The Claim Administrator shall be responsible for mailing of the Class Notice.

2. For purposes of identifying Settlement Class Members, the Claim Administrator shall obtain from S & P Global or an equivalent company (such as Experian) the names and current or last known addresses of Settlement Class Vehicle owners and lessees that can reasonably be obtained, based upon the VINs of Settlement Class Vehicles to be provided by VWGoA.

3. Prior to mailing the postcard Class Notice, the Claim Administrator shall conduct an address search through the United States Postal Service's National Change of Address database to update the address information for Settlement Class Vehicle owners and lessees. For each individual postcard Class Notice that is returned as undeliverable, the Claim Administrator shall re-mail all such postcard Class Notices where a forwarding address has been provided. For the remaining undeliverable notice packets where no forwarding address is provided, the Claim Administrator shall perform an advanced address search (e.g., a skip trace) and re-mail any undeliverable to the extent any new and current addresses are located.

4. The Claim Administrator shall diligently, and/or as reasonably requested by Class Counsel or Defense counsel, report to Class Counsel and Defense counsel the number of individual postcard Class Notices originally mailed to Settlement Class Members, the number of such individual Class Notices initially returned as undeliverable, the number of additional individual postcard Class Notices re-mailed after receipt of a forwarding address, and the number of those additional individual Class Notices returned as undeliverable.

5. The Claim Administrator shall, upon request, provide Class Counsel and Defense counsel with the names and addresses of all Settlement Class Members to whom the Claim Administrator mailed a postcard Class Notice pursuant to this section.

6. The Claim Administrator shall implement a Settlement website that contains the following information:

- (i) instructions on how to submit a Claim for Reimbursement by mail or online via the Settlement Website;
- (ii) instructions on how to contact the Claim Administrator, Class Counsel and Defense Counsel for assistance;
- (iii) a copy of the Claim Form, Class Notice and this Settlement Agreement, the Preliminary Approval Order, the motion for Final Approval, the Class Counsel Fee and Expense Application, and other pertinent orders and documents to be agreed upon by counsel for the Parties; and
- (iv) the deadlines for any objections, requests for exclusion and mailing of claims, the date, time and location of the final fairness hearing, and any other relevant information agreed upon by counsel for the Parties.

7. No later than ten (10) days after the Notice Date, the Claim Administrator shall provide an affidavit to Class Counsel and Defense counsel, attesting that the Class Notice was disseminated in a manner consistent with the terms of the Class Notice Plan of this Agreement or those required by the Court and agreed by counsel.

8. Notification to Authorized Audi and Volkswagen dealers: Prior to the Notice Date, VWGoA will advise authorized Audi and Volkswagen dealers of the Settlement's Warranty Extension, so that the Warranty Extension may be implemented in accordance with the terms and conditions of this Settlement Agreement. VWGoA shall provide Class Counsel with written confirmation that the notification has been made to authorized Audi and Volkswagen dealers.

V. RESPONSE TO NOTICE

A. Objection to Settlement

Any Settlement Class Member who intends to object to the fairness of this Settlement Agreement and/or to Class Counsel's Fee and Expense Application must, by the date specified in

the Preliminary Approval Order, which date shall be approximately thirty (30) days after the Notice Date, either (i) file any such objection, together with any supporting briefs and/or documents, with the Court either in person at the Clerk's Office of the United States District Court for the District of New Jersey, located at Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Newark, NJ 07101, or (ii) file same via the Court's electronic filing system, or (iii) if not filed in person or via the Court's electronic system, then, by U.S. first-class mail postmarked within the said 30-day deadline, mail the objection, together with any supporting briefs and/or documents, to the United States District Court for the District of New Jersey, located at Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Newark, NJ 07101, and also, by U.S. first-class mail postmarked within said deadline, serve same upon the following counsel for the Parties: Gary S. Graifman, Esq., Kantrowitz, Goldhamer & Graifman PC, 135 Chestnut Ridge Road, Suite 200, Montvale, NJ 07645, on behalf of Plaintiff, and Michael B. Gallub, Esq., Shook, Hardy & Bacon L.L.P., 1 Rockefeller Plaza, Suite 2801, New York, New York 10020, on behalf of Defendant.

1. Any objecting Settlement Class Member must include with his or her objection:
 - (a) the objector's full name, address, and telephone number,
 - (b) the model, model year and Vehicle Identification Number of the Settlement Class Vehicle, along with proof that the objector has owned or leased the Settlement Class Vehicle (i.e., a true copy of a vehicle title or registration);
 - (c) a written statement of all grounds for the objection accompanied by any legal support for such objection; and
 - (d) copies of any papers, briefs, or other documents upon which the objection is based and are pertinent to the objection;

(e) the name and address of the lawyer(s), if any, who is/are representing the objecting Settlement Class Member in making the objection;

(f) a statement of whether the objecting Settlement Class Member intends to appear at the Final Fairness Hearing, either with or without counsel, and the identity(ies) of any counsel who will appear on behalf of the Settlement Class Member objection at the Final Fairness Hearing; and

(g) a list of all other objections submitted by the objector, and/or the objector's counsel, to any class action settlements in any court in the United States in the previous five (5) years, including the full case name with jurisdiction in which it was filed and the docket number. If the Settlement Class Member and/or his/her/its counsel has not objected to any other class action settlement in the United States in the previous five years, then he/she/it shall affirmatively so state in the objection.

2. Any Settlement Class Member who has not timely and properly filed an objection in accordance with the deadlines and requirements set forth herein shall be deemed to have waived and relinquished his/her/its right to object to any aspect of the Settlement, or any adjudication or review of the Settlement, by appeal or otherwise.

3. Subject to the approval of the Court, any Settlement Class Member may appear, in person or by counsel, at the Final Fairness Hearing in support of Settlement approval or to explain the bases for a timely filed objection to final approval of the proposed Settlement and/or to any motion for Class Counsel Fees and Expenses or service award. In order to appear at the Final Fairness Hearing, the Settlement Class Member must, no later than the objection deadline, file with the Clerk of the Court, and serve upon all counsel designated in the Class Notice, a Notice of Intention to Appear at the Final Fairness Hearing. The Notice of Intention to Appear must include

copies of any papers, exhibits, or other evidence and identity of any witnesses that the Settlement Class Member (or the Settlement Class Member's counsel) intends to present to the Court in connection with the Final Fairness Hearing. Any Settlement Class Member who does not provide a Notice of Intention to Appear in accordance with the deadline and other specifications set forth in the Class Notice, shall be deemed to have waived and relinquished any right to appear, in person or by counsel, at the Final Fairness Hearing.

B. Request for Exclusion from the Settlement

1. Any Settlement Class Member who wishes to be excluded from the Settlement Class must timely mail a request for exclusion ("Request for Exclusion") to the Claim Administrator, Class Counsel and Defense Counsel, at the addresses specified in the Class Notice, by first-class U.S. mail postmarked no later than the deadline set forth below and specified in the Preliminary Approval Order. To be effective, the Request for Exclusion must be timely mailed and contain all of the following:

- (a) the Settlement Class Member's full name, address and telephone number;
- (b) identify the model, model year and VIN of the Settlement Class Vehicle;
- (c) state that the Settlement Class Member is or was the owner or lessee of the Settlement Class Vehicle; and
- (c) specifically and unambiguously state his/her/its desire to be excluded from the Settlement Class.

2. Any Request for Exclusion must be postmarked on or before the deadline set by the Court, which date shall be approximately thirty (30) days after the Notice Date, and mailed to all of the following: the Claims Administrator, Gary S. Graifman, Esq., Kantrowitz, Goldhamer & Graifman PC, 135 Chestnut Ridge Road, Suite 200, Montvale, NJ 07645, on behalf of Class Counsel, and Michael B. Gallub, Esq., Shook, Hardy & Bacon L.L.P., 1 Rockefeller Plaza, Suite

2801, New York, NY 10020, on behalf of Defense Counsel. Any Settlement Class Member who fails to timely and properly mail a complete Request for Exclusion containing all required information shall not be excluded from the Settlement and shall be subject to and bound by this Settlement Agreement, the Release, and every order or judgment entered relating to this Settlement Agreement.

3. Class Counsel and Defense Counsel will review the purported Requests for Exclusion and determine whether they meet the requirements of a valid and timely Request for Exclusion. Any communications from Settlement Class Members (whether styled as an exclusion request, an objection or a comment) as to which it is not readily apparent whether the Settlement Class Member meant to exclude himself/herself/itself from the Settlement Class will be evaluated jointly by counsel for the Parties, who will make a good faith evaluation, if possible. Any uncertainties about whether a Settlement Class Member is requesting exclusion from the Settlement Class will be submitted to the Court for resolution. The Claim Administrator will maintain a database of all Requests for Exclusion, and will send written communications memorializing those Requests for Exclusion to Class Counsel and Defense counsel. The Claim Administrator shall report the names of all such persons and entities requesting exclusion, and the VINs of the Settlement Class Vehicles owned or leased by the persons and entities requesting exclusion, to the Court, Class Counsel and Defense Counsel at least eighteen (18) days prior to the Final Fairness Hearing, and the list of persons and entities deemed by the Court to have timely and properly excluded themselves from the Settlement Class will be attached as an exhibit to the Final Order and Judgment.

VI. WITHDRAWAL FROM SETTLEMENT

Plaintiff or Defendant shall have the option to withdraw from this Settlement Agreement, and to render it null and void, if any of the following occurs:

1. Any objection to the proposed Settlement is sustained and such objection results in changes to this Agreement that the withdrawing party deems in good faith to be material (e.g., because it increases the costs of the Settlement, alters the Settlement, or deprives the withdrawing party of a material benefit of the Settlement; a mere delay of the approval and/or implementation of the Settlement including a delay due to an appeal procedure, if any, shall not be deemed material); or

2. The preliminary or final approval of this Settlement Agreement is not obtained without modification, and any modification required by the Court for approval is not agreed to by both parties, and the withdrawing party deems any required modification in good faith to be material (e.g., because it increases the cost of the Settlement, alters the Settlement, or deprives the withdrawing party of a benefit of the Settlement; a mere delay of the approval and/or implementation of the Settlement including a delay due to an appeal procedure, if any, shall not be deemed material); or

3. Entry of the Final Order and Judgment described in this Agreement is vacated by the Court or reversed or substantially modified by an appellate court, except that a reversal or modification of an order awarding reasonable attorneys' fees and expenses, if any, shall not be a basis for withdrawal; or

4. In addition to the above grounds, the Defendant shall have the option to withdraw from this Settlement Agreement, and to render it null and void, if more than five-percent (5%) of the persons and entities identified as being members of the Settlement Class exclude themselves from the Settlement Class.

5. To withdraw from this Settlement Agreement under this paragraph, the withdrawing Party must provide written notice to the other Party's counsel and to the Court within ten (10) business days of receipt of any order or notice of the Court modifying, adding or altering any of the material terms or conditions of this Agreement. In the event either Party withdraws from the Settlement, this Settlement Agreement shall be null and void, shall have no further force and effect with respect to any party in the Action, and shall not be offered in evidence or used in the Action or any other litigation or proceeding for any purpose, including the existence, certification or maintenance of any purported class. In the event of such withdrawal, this Settlement Agreement and all negotiations, proceedings, documents prepared and statements made in connection herewith shall be inadmissible as evidence and without prejudice to the Defendant and Plaintiff, and shall not be deemed or construed to be an admission or confession by any party of any fact, claim, matter or proposition of law, and shall not be used in any manner for any purpose, and all parties to the Action shall stand in the same position as if this Settlement Agreement had not been negotiated, made or filed with the Court. Upon withdrawal, either party may elect to move the Court to vacate any and all orders entered pursuant to the provisions of this Settlement Agreement.

6. A change in law, or change of interpretation of present law, that affects this Settlement shall not be grounds for withdrawal from the Settlement.

VII. ADMINISTRATIVE OBLIGATIONS

A. In connection with the administration of the Settlement, the Claim Administrator shall maintain a record of all contacts from Settlement Class Members regarding the Settlement, any Claims submitted pursuant to the Settlement and any responses thereto. The Claim Administrator, on a monthly basis, shall provide to Class Counsel and Defense Counsel summary information concerning the number of Claims made, number of Claims approved, the number of

Claims denied, the number of Claims determined to be deficient, and total dollar amount of payouts on Claims made, such that Class Counsel and Defense Counsel may inspect and monitor the claims process.

B. Except as otherwise stated in this Agreement, as between the Parties, the reasonable costs of the Claim Administrator in dissemination of the Class Notice and administration of the Settlement pursuant to the terms of this Agreement shall be borne by VWGoA.

VIII. SETTLEMENT APPROVAL PROCESS

A. Preliminary Approval of Settlement

Promptly after the execution of this Settlement Agreement, Class Counsel shall present this Settlement Agreement to the Court, along with a motion requesting that the Court issue a Preliminary Approval Order substantially in the form attached as Exhibit 5.

B. Final Approval of Settlement

1. If this Settlement Agreement is preliminarily approved by the Court, and pursuant to a schedule set forth in the Preliminary Approval Order or otherwise agreed by the Parties, Class Counsel shall present a motion requesting that the Court grant final approval of the Settlement and issue a Final Order and Judgment directing the entry of judgment pursuant to Fed. R. Civ. P. 54(b) substantially in a form to be agreed by the Parties.

2. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. Such best efforts shall

include taking all reasonable steps to secure entry of a Final Order and Judgment, as well as supporting the Settlement and the terms of this Settlement Agreement through any appeal.

C. Plaintiff's Application for Reasonable Class Counsel Fees and Expenses and Class Representative Service Award

1. If the Court grants Preliminary Approval of the Settlement, Class Counsel has stated their intent to make an application for reasonable Class Counsel Fees and Expenses and for a reasonable service award for Settlement Class Representative Plaintiff Julie Kimball (hereinafter, "Fee and Expense Application"), to which Defendant may respond as appropriate. The scheduling of such Fee and Expense Application and any response by Defendant shall be agreed by the Parties and subject to the Court's approval. Prior to Class Counsel's filing of a Fee and Expense Application, the Parties shall discuss the matters in good faith to ascertain if any agreements can be reached with respect thereto, and submit to the Court an agreed schedule for (i) the timing and briefing of the Fee and Expense Application and Defendant's response, and (ii) if the Parties are unable to reach agreement on Class Counsel Fees and Expenses and/or the Settlement Class Representative Service Award, the fact and expert discovery on the issues relevant to the Fee and Expense Application that will be conducted prior to the time that Defendant must file its response. If the Parties cannot agree, then such scheduling and/or discovery matters shall be submitted to the Court for resolution.

2. The Court's determination of the Fee and Expense Application shall be subject to rights of appeal by any of the Parties.

3. The procedure for, and the grant, denial, allowance or disallowance by the Court of, the Fee and Expense Application are not part of the Settlement, and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the Settlement. Any order or proceedings relating solely to the Fee and Expense Application, or

any appeal from any order related thereto or reversal or modification thereof, will not operate to terminate or cancel this Settlement Agreement, or affect or delay the Effective Date of the Settlement if it is granted final approval by the Court. Payment of Class Counsel Fees and Expenses and the Settlement Class Representative Service Award will not reduce the benefits to which Settlement Class Members may be eligible under the Settlement terms, and the Settlement Class Members will not be required to pay any portion of the Class Counsel Fees and Expenses and Settlement Class Representative Service Award.

D. Release of Plaintiff's and Settlement Class Members' Claims

1. Upon the Effective Date, the Plaintiff and each and every Settlement Class Member shall be deemed to have, and by operation of the Final Order and Judgment shall have, fully, completely and forever released, acquitted, and discharged the Defendant and all Released Parties from all Released Claims.

2. Upon the Effective Date, with respect to the Released Claims, the Plaintiff and all Settlement Class Members expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights, and benefits of § 1542 of the California Civil Code, which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

3. Upon the Effective Date, the Action will be deemed dismissed with prejudice.

IX. MISCELLANEOUS PROVISIONS

A. Effect of Exhibits

The exhibits to this Agreement are an integral part of the Settlement and are expressly incorporated and made a part of this Agreement.

B. No Admission of Liability

Neither the fact of, nor any provision contained in this Agreement, nor any action taken hereunder, shall constitute, or be construed as, any admission of the validity of any claim, allegation or fact alleged in the Action or of any wrongdoing, fault, violation of law or liability of any kind and nature on the part of Defendant and the Released Parties, or any admission by Defendant or any Released Parties of any claim or allegation made in any action or proceeding against them. The Parties understand and agree that neither this Agreement, its content and substance, any documents prepared and/or filed in connection therewith, nor the negotiations that preceded it, shall be offered or be admissible in evidence against Defendant, the Released Parties, the Plaintiff or the Settlement Class Members, or cited or referred to, either in the Action or in any other action or proceeding (judicial or otherwise), except as needed to enforce the terms of this Agreement, its Release of Claims against the Released Parties, and the Final Approval Order and Judgment herein.

C. Entire Agreement

This Agreement represents the entire agreement and understanding among the Parties and supersedes all prior proposals, negotiations, agreements and understandings relating to the subject matter of this Agreement. The Parties acknowledge, stipulate and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation or understanding concerning any part or all of the subject matter of this Agreement has been made or relied on except as expressly set forth in this Agreement. No modification or waiver of any provisions of this Agreement shall in any event be effective unless the same shall be in writing and signed by the person or party against whom enforcement of the Agreement is sought.

D. Arm's-Length Negotiations and Good Faith

The Parties have negotiated all of the terms and conditions of this Agreement at arm's-length and in good faith. All terms, conditions and exhibits in their exact form are material and necessary to this Agreement and have been relied upon by the Parties in entering into this Agreement. In addition, the Parties hereby acknowledge that they have had ample opportunity to, and that they did, confer with counsel of their choice regarding, and before executing, this Agreement, and that this Agreement is fully entered into voluntarily and with no duress whatsoever.

E. Continuing Jurisdiction

The Parties agree that the Court may retain continuing and exclusive jurisdiction over them, including all Settlement Class Members, for the purpose of the administration and enforcement of this Agreement.

F. Binding Effect of Settlement Agreement

This Agreement shall be binding upon and inure to the benefit of the Parties and their representatives, attorneys, executors, administrators, heirs, successors and assigns.

G. Extensions of Time

The Parties may agree upon a reasonable extension of time for deadlines and dates reflected in this Agreement, without further notice (subject to Court approval as to Court dates).

H. Service of Notice

Whenever, under the terms of this Agreement, a person is required to provide service or written notice to Defense counsel or Class Counsel, such service or notice shall be directed to the individuals and addresses specified below, unless those individuals or their successors give notice to the other parties in writing, of a successor individual or address:

As to Plaintiff: Gary S. Graifman
Kantrowitz Goldhamer & Graifman
Suite 200
135 Chestnut Ridge Road
Montvale, NJ 07645

As to Defendant: Michael B. Gallub, Esq.
Brian T. Carr, Esq.
Shook, Hardy & Bacon L.L.P.
1 Rockefeller Plaza, Suite 2801
New York, NY 10020

I. Authority to Execute Settlement Agreement

Each counsel or other person executing this Agreement or any of its exhibits on behalf of any party hereto warrants that such person has the authority to do so.

J. Return of Confidential Materials

All documents and information designated as “confidential” and produced or exchanged in the Action, shall be returned or destroyed within thirty (30) days after entry of the Final Order and Judgment.

K. No Assignment

The Parties represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein, including, but not limited to, any interest in the litigation or any related action.

L. No Third-Party Beneficiaries

This Agreement shall not be construed to create rights in, or to grant remedies to, or delegate any duty, obligation or undertaking established herein to any third party (other than Settlement Class Members themselves) as a beneficiary of this Agreement. However, this does not apply to, or in any way limit, any Released Party’s right to enforce the Release of Claims set forth in this Agreement.

M. Construction

The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each Party participated jointly in the drafting of this Agreement and, therefore, the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any Party by virtue of draftsmanship.

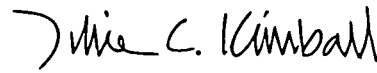
N. Captions

The captions or headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed, by their duly authorized attorneys, as of the date(s) indicated on the lines below.

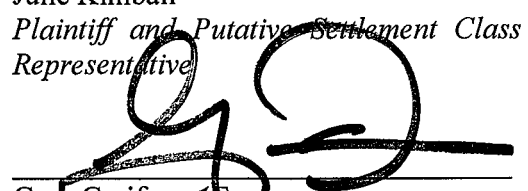
ON BEHALF OF PLAINTIFF:

Dated: December 28, 2024




Julie Kimball
Plaintiff and Putative Settlement Class Representative

Dated: December 29, 2024



Gary Graifman, Esq.
Kantrowitz, Goldhamer & Graifman, PC
135 Chestnut Ridge Road, Suite 200
Montvale, New Jersey 07645
Class Counsel for Plaintiff and the Settlement Class


Dated: December ²⁹__, 2024



Thomas Sobran, Esq.
Thomas P. Sobran PC
7 Evergreen Lane
Hingham, Massachusetts 02043
*Class Counsel for Plaintiff and the
Settlement Class*

ON BEHALF OF DEFENDANT:

Dated: January 6, 2025



Michael B. Gallub, Esq.
SHOOK, HARDY & BACON L.L.P.
1 Rockefeller Plaza, Suite 2801
New York, New York 10020
*Attorneys for Defendant Volkswagen
Group of America, Inc.*

EXHIBIT 1

- (f) The vehicle’s mileage at the time of the repair;
- (g) A declaration, signed under penalty of perjury, confirming that you did not alter or modify, or have another person alter or modify, the vehicle’s engine prior to the covered repair; and
- (h) Proof of payment, including the amount paid, for the covered repair. *(If your only Proof of payment consists of the invoice for the covered repair that is marked “paid,” and that repair was not performed by an authorized Audi dealer, then you must also submit a declaration from the repair facility confirming that the payment was made and the amount received*
- (i) *If you are not the person to whom Class Notice was mailed, proof that you were the owner or lessee of the vehicle at the time of the covered repair.*
- (j) *If the repair was performed during your vehicle’s original New Vehicle Limited Warranty period, but not by an authorized Audi dealer, you must also submit documents (such as a written estimate or invoice) confirming that before having it performed, you first attempted to have the repair performed by an authorized Audi dealer and that the dealer would not or was unable to perform the repair free of charge. If you cannot obtain such documentation after making a good faith effort to do so, you may, instead, submit, with your completed Claim Form and other required documents, a signed Declaration attesting to this fact and setting forth the good faith efforts you made to obtain the documentation. A form Declaration can be downloaded from the settlement website, www.XXXXXXX.com, or obtained from the Claim Administrator (1-800-_____)*

Total Dollar Amount Claimed For Repair:

\$ [] [] [] [] • [] []

(3) Answer the Following Question:

For the amount of the repair cost for which you are seeking to be reimbursed, did you receive any payment, credit, coverage, concession, or reimbursement for all or any part of the repair cost from any other source, including from Audi, any third party, a coupon, or other full or partial reimbursement or refund

Yes No

If you answered YES, list the total amount of the cost for which you received a payment, reimbursement, coverage, credit, or concession:

\$ [] [] [] [] • [] []

(4) Sign & Date:

All the information that I (we) supplied in this Claim Form is true and correct to the best of my (our) knowledge and belief, and this document is signed under penalty of perjury.

[Signature Line]

Date: [] [] MM [] [] DD [] [] [] [] YYYY

Signature

(5) This Claim Form and all required documents/paperwork must be submitted through www.XXXXXXX.com no later than XXXX XX, 2025, or mailed by regular first-class mail, postmarked no later than XXXX XX, 2025, to the following:

JND Claim Administration
Address
Address

For more information, please view the Class Notice, call the Claims Administrator at 1-XXX-XXX-XXXX, or visit www.XXXX.com

Exhibit 2

**Notice of Proposed
Class Action Settlement**

If you currently or previously owned or leased a certain Model Year 2008-2009 Audi A3, 2015-2020 Audi A3, 2015-2024 Audi Q3, 2009-2014 Audi A4, 2010-2014 Audi A5, 2013-2015 Audi A6, 2011-2014 Audi Q5, 2011-2012 Audi TT, or 2016-2023 Audi TT vehicle in the United States or Puerto Rico, you may be entitled to benefits under a class action settlement. This notice is being mailed to you because you have been identified as owning or leasing such a vehicle.

For more information on the proposed Settlement and its benefits, your rights, important deadlines and procedures, how and when to file a claim for reimbursement, and the deadline and procedures for objecting to, or excluding yourself from, the Settlement, visit the Settlement Website at www._____.com or call toll-free _____.

Do not contact the Court for information about the settlement.

Settlement
c/o JND Legal Administration
PO Box 91500
Seattle, WA 98111

«ScanString»

Postal Service: Please do not mark barcode
«CF_PRINTED_ID»

«FirstName» «LastName»
«Address1»
«Address2»
«City», «StateCd» «Zip»
«CountryCd»

1450

A Settlement has been reached in a class action lawsuit regarding turbochargers in certain specific Audi vehicles. The Court has preliminarily approved the Settlement and will decide whether to grant final approval of it.

Am I a Class Member? You are a Settlement Class Member if you are a current or former owner or lessee of a certain Model Year 2008-2009 Audi A3, 2015-2020 Audi A3, 2015-2024 Audi Q3, 2009-2014 Audi A4, 2010-2014 Audi A5, 2013-2015 Audi A6, 2011-2014 Audi Q5, 2011-2012 Audi TT, or 2016-2023 Audi TT vehicle, in the United States or Puerto Rico, whose specific Vehicle Identification Number (“VIN”) is included in the Settlement (a “Settlement Class Vehicle”), subject to certain exclusions. You can confirm whether your vehicle is included in the settlement, and that you are therefore a Settlement Class Member, by searching the VIN Lookup Tool on the Settlement Website: www._____.com.

What benefits can I get from the settlement? If the Court grants final approval, the Settlement will provide the following benefits: 1) a Warranty Extension for certain of the Settlement Class Vehicles; and 2) Reimbursement of certain past paid out-of-pocket repair expenses. For details of these benefits, what is covered and for which Settlement Class Vehicles, the terms and conditions of the Settlement, your rights and applicable deadlines, procedures, and requirements for requesting exclusion from or objecting to the Settlement, and submitting a claim for reimbursement, please refer to the full Class Notice which is available on the Settlement Website, www._____.com. The Settlement Website also contains a Claim Form that you would need to complete, sign, and timely submit to the Settlement Claim Administrator, together with all required supporting documentation, either by mail or online through the Settlement Website **no later than** _____ in order to claim a reimbursement under the Settlement. You can also call the Settlement Claim Administrator toll free at _____ to obtain a Claim Form and for any questions you may have.

How can I exclude myself from the class? You do not have to do anything to stay in the Settlement Class. However, if you want to exclude yourself from the Settlement, you must mail a request for exclusion **postmarked no later than** _____. The requirements for a request for exclusion, and the addresses to whom it must be mailed, are set forth in the full Class Notice on the Settlement Website, www._____.com. If you timely exclude yourself, you will not be eligible to receive any benefits of the Settlement. If you do not timely exclude yourself, you will remain part of the Settlement Class, and if the Settlement is approved by the Court, you can receive any benefits to which you are eligible and will be bound by the terms and provisions of the Settlement including the Release of Claims. Read the full Class Notice at www._____.com for further details including the requirements deadline for a request for exclusion.

How can I object? If you want to stay in the Settlement Class and object to the Settlement and/or Class Counsel's request for Attorneys' Fees and Costs and/or the Settlement Class Representative service award, you must file an objection with the Court **no later than** _____. Further details on the requirements and procedure for and deadline to file an objection, are contained in the full Class Notice that you can view on the Settlement Website, www._____.com.

Do I have a lawyer in this case? The Court has appointed the law firms of Kantrowitz, Goldhamer & Graifman PC and Thomas P. Sobran PC to represent you and the Class. These attorneys are called Class Counsel. You will not be charged for their services. If you would like to retain your own counsel, you may do so at your own expense.

The Court's Final Fairness Hearing. The Court will hold a Final Fairness Hearing on _____ at _____ am, at the United States District Court for the District of New Jersey located at Martin Luther King Jr. Federal Building and United States Courthouse, 50 Walnut Street, Newark, New Jersey 07102, to consider whether to grant final approval of the Settlement and Class Counsel's request for attorneys' fees and costs and a service award for the Named Plaintiff-Settlement Class Representative. The date of the hearing may change without further notice, so please visit _____ .com for any updated information. The website will also contain copies of relevant documents including the preliminary approval order, the motions for final approval of the Settlement, Class Counsel fees and expenses, and the Settlement Class Representative service award, and other important documents and submissions.

Please also visit the Settlement Website at _____ .com or call toll free 1- _____ to obtain more complete information about the proposed Settlement, your rights, and all applicable procedures, requirements and deadlines.

UNIQUE ID:	<<UNIQUE_ID>> 0452
PIN:	<<PIN>>
VIN:	<<VIN>>

Carefully separate this Address Change Form at the perforation

Name: _____

Current Address: _____

Place
Stamp
Here

Address Change Form

To make sure your information remains up-to-date in our records, please confirm your address by filling in the above information and depositing this postcard in the U.S. Mail.

Kimball v. Volkswagen Group of America Settlement
c/o JND Legal Administration
PO Box 91500
Seattle, WA 98111

**Notice of Proposed
Class Action Settlement**

If you currently or previously owned or leased a certain Model Year 2008-2014 or 2015-2021 VW GTI or Golf R; 2012-2013 VW Beetle, 2009 VW Jetta Sportwagen, 2008-2013 or 2019-2014 VW Jetta, 2009-2016 VW Eos, 2008-2010 VW Passat, 2009-2017 VW CC, 2009-2018 VW Tiguan; 2015-2018 VW Golf; 2015-2019 Golf Sportwagen or Alltrack; 2019-2021 VW Arteon; 2018-2023 VW Atlas or 2020-2023 VW Atlas Cross Sport vehicle in the United States or Puerto Rico, you may be entitled to benefits under a class action settlement. This notice is being mailed to you because you have been identified as owning or leasing such a vehicle.

For more information on the proposed Settlement and its benefits, your rights, important deadlines and procedures, how and when to file a claim for reimbursement, and the deadline and procedures for objecting to, or excluding yourself from, the Settlement, visit the Settlement Website at www._____.com or call toll-free _____.

Do not contact the Court for information about the settlement.

Settlement
c/o JND Legal Administration
PO Box 91500
Seattle, WA 98111

«ScanString»

Postal Service: Please do not mark barcode
«CF_PRINTED_ID»

«FirstName» «LastName»
«Address1»
«Address2»
«City», «StateCd» «Zip»
«CountryCd»

1454

A Settlement has been reached in a class action lawsuit regarding turbochargers in certain specific Volkswagen vehicles. The Court has preliminarily approved the Settlement and will decide whether to grant final approval of it.

Am I a Class Member? You are a Settlement Class Member if you are a current or former owner or lessee of a certain Model 2008-2014 or 2015-2021 VW GTI or Golf R; 2012-2013 VW Beetle, 2009 VW Jetta Sportwagen, 2008-2013 or 2019-2014 VW Jetta, 2009-2016 VW Eos, 2008-2010 VW Passat, 2009-2017 VW CC, 2009-2018 VW Tiguan; 2015-2018 VW Golf; 2015-2019 Golf Sportwagen or Alltrack; 2019-2021 VW Arteon; 2018-2023 VW Atlas or 2020-2023 VW Atlas Cross Sport vehicle, in the United States or Puerto Rico, whose specific Vehicle Identification Number ("VIN") is included in the Settlement (a "Settlement Class Vehicle"), subject to certain exclusions. You can confirm whether your vehicle is included in the settlement, and that you are therefore a Settlement Class Member, by searching the VIN Lookup Tool on the Settlement Website: www._____.com.

What benefits can I get from the settlement? If the Court grants final approval, the Settlement will provide the following benefits: 1) a Warranty Extension for certain of the Settlement Class Vehicles; and 2) Reimbursement of certain past paid out-of-pocket repair expenses. For details of these benefits, what is covered and for which Settlement Class Vehicles, the terms and conditions of the Settlement, your rights and applicable deadlines, procedures, and requirements for requesting exclusion from or objecting to the Settlement, and submitting a claim for reimbursement, please refer to the full Class Notice which is available on the Settlement Website, www._____.com. The Settlement Website also contains a Claim Form that you would need to complete, sign, and timely submit to the Settlement Claim Administrator, together with all required supporting documentation, either by mail or online through the Settlement Website **no later than** _____ in order to claim a reimbursement under the Settlement. You can also call the Settlement Claim Administrator toll free at _____ to obtain a Claim Form and for any questions you may have.

How can I exclude myself from the class? You do not have to do anything to stay in the Settlement Class. However, if you want to exclude yourself from the Settlement, you must mail a request for exclusion **postmarked no later than** _____. The requirements for a request for exclusion, and the addresses to whom it must be mailed, are set forth in the full Class Notice on the Settlement Website, www._____.com. If you timely exclude yourself, you will not be eligible to receive any benefits of the Settlement. If you do not timely exclude yourself, you will remain part of the Settlement Class, and if the Settlement is approved by the Court, you can receive any benefits to which you are eligible and will be bound by the terms and provisions of the Settlement including the Release of Claims. Read the full Class Notice at www._____.com for further details including the requirements deadline for a request for exclusion.

1455

How can I object? If you want to stay in the Settlement Class and object to the Settlement and/or Class Counsel's request for Attorneys' Fees and Costs and/or the Settlement Class Representative service award, you must file an objection with the Court **no later than** _____. Further details on the requirements and procedure for and deadline to file an objection, are contained in the full Class Notice that you can view on the Settlement Website, www._____.com.

Do I have a lawyer in this case? The Court has appointed the law firms of Kantrowitz, Goldhamer & Graifman PC and Thomas P. Sobran PC to represent you and the Class. These attorneys are called Class Counsel. You will not be charged for their services. If you would like to retain your own counsel, you may do so at your own expense.

The Court's Final Fairness Hearing. The Court will hold a Final Fairness Hearing on _____ at _____ am, at the United States District Court for the District of New Jersey located at Martin Luther King Jr. Federal Building and United States Courthouse, 50 Walnut Street, Newark, New Jersey 07102, to consider whether to grant final approval of the Settlement and Class Counsel's request for attorneys' fees and costs and a service award for the Named Plaintiff-Settlement Class Representative. The date of the hearing may change without further notice, so please visit _____ .com for any updated information. The website will also contain copies of relevant documents including the preliminary approval order, the motions for final approval of the Settlement, Class Counsel fees and expenses, and the Settlement Class Representative service award, and other important documents and submissions.

Please also visit the Settlement Website at _____ .com or call toll free 1- _____ to obtain more complete information about the proposed Settlement, your rights, and all applicable procedures, requirements and deadlines.

UNIQUE ID:	<<UNIQUE_ID>> 0456
PIN:	<<PIN>>
VIN:	<<VIN>>

Carefully separate this Address Change Form at the perforation

Name: _____

Current Address: _____

Place
Stamp
Here

Address Change Form

To make sure your information remains up-to-date in our records, please confirm your address by filling in the above information and depositing this postcard in the U.S. Mail.

Kimball v. Volkswagen Group of America Settlement
c/o JND Legal Administration
PO Box 91500
Seattle, WA 98111

EXHIBIT 3

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

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

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY

If you currently or previously owned or leased a certain Audi brand vehicle (listed below) in the United States or Puerto Rico, you may be entitled to benefits afforded by a class action settlement.

- **This proposed class action, pending in the United States District Court for the District of New Jersey, is captioned *Kimball v. Volkswagen Group of America, Inc.*, Civil Action No. 2:22-cv-04163-JKS-MAH (the “Action”). The parties have agreed to a class settlement of the Action, which the Court has preliminarily approved, and will ask the Court to grant final approval of the proposed Settlement. As a Settlement Class Member, you have various options that you may exercise before the Court decides whether to grant final approval of the Settlement.**
- **This Notice explains the Action, the proposed Settlement, your legal rights and options, available benefits, who is eligible for and how to obtain the benefits, and applicable dates, time deadlines and procedures.**
- **Your legal rights are affected whether you act or do not act. Read this Notice carefully.**
- **The Court in charge of this case still has to decide whether to grant final approval of the Settlement. Payments will be made only if the Court grants final approval of the Settlement and after appeals, if any, are resolved.**

BASIC INFORMATION

1. What is involved in the Lawsuit and what are the settlement benefits?

If you are a current or past owner or lessee of a “Settlement Class Vehicle,” you may be entitled to benefits under the proposed Settlement. The Settlement Class Vehicles are certain model/model year Audi vehicles, identified by specific Vehicle Identification Number (“VIN”), that were distributed by Volkswagen Group of America, Inc. (“VWGoA”) in the United States or Puerto Rico and equipped with a Generation 1, Generation 2 or Generation 3 EA888 engine as delineated below:

“Generation 1 Settlement Class Vehicles”:

- Certain model year 2008-2009 Audi A3*
- Certain model year 2015-2018 Audi Q3*

“Generation 2 Settlement Class Vehicles”:

- Certain model year 2009-2014 Audi A4*
- Certain model year 2010-2014 Audi A5*
- Certain model year 2013-2015 Audi A6*
- Certain model year 2011-2014 Audi Q5*
- Certain model year 2011-2012 Audi TT*

“Generation 3 Settlement Class Vehicles”:

- Certain model year 2015-2020 Audi A3*

Questions? Call 1-XXX-XXX-XXXX or visit www.XXXXXXXXXX.com

- Certain model year 2019-2024 Audi Q3*
- Certain model year 2016-2023 Audi TT*

*Not every such model and model year vehicle is covered by this Settlement (i.e., a Settlement Class Vehicle). The Settlement Class Vehicles are determined by specific Vehicle Identification Numbers (VINs). You can look up whether your vehicle is a Settlement Class Vehicle by typing your vehicle's VIN, where indicated, in the VIN Lookup Portal on the Settlement website at www._____.com, or you can call the Settlement Claim Administrator toll-free at 1-XXX-XXX-XXXX to find out.

A "Settlement Class Member" is defined as a current or past owner or lessee of a Settlement Class Vehicle.

The Action claims that the turbochargers in certain Audi vehicles were defective and potentially prone to premature failure. VWGoA denies the claims and maintains that the turbochargers in the Settlement Class Vehicles are not defective, function properly, were properly designed, manufactured, marketed and sold, and that no applicable warranties were breached nor any applicable statutes violated. The Court has not decided in favor of either party. Instead, the Action has been resolved through a Settlement, which the Court preliminarily approved, under which eligible Settlement Class Members who qualify may obtain the following benefits:

I. Warranty Extension for Current Owners or Lessees of Generation 3 Settlement Class Vehicles

Effective on _____ [the Notice Date], VWGoA will extend the New Vehicle Limited Warranties (NVLWs) of Generation 3 Settlement Class Vehicles until 8.5 years or 85,000 miles (whichever occurs first) from said vehicle's In-Service Date, to cover fifty percent (50%) of the cost of repair or replacement (parts and labor), by an authorized Audi dealer, of a failed or malfunctioning turbocharger of said vehicle if the cause was that the wastegate failed due to fork head and/or link pin corrosion. However, if, as of _____ [Notice Date], a said Generation 3 Settlement Class Vehicle is more than 8.5 years of age from its In-Service Date, then this Warranty Extension's duration for that vehicle will be until _____ [60-days after Notice Date] or 85,000 miles from vehicle's the In-Service Date, whichever occurs first.

The Warranty Extension is subject to the same terms, conditions, and limitations set forth in the Settlement Class Vehicle's original NVLW and Warranty Information Booklet, and shall be fully transferable to subsequent owners to the extent that its time and mileage limitation periods have not expired.

The Warranty Extension shall not cover or apply to turbocharger/wastegate failures or malfunctions due to abuse, misuse, alteration or modification, lack of proper maintenance, a collision or crash, vandalism and/or other impact, or damage from an outside source.

II. Reimbursement for a Certain Past Paid (and Unreimbursed) Out-of-Pocket Repair Expenses (All Settlement Class Vehicles)

If, prior to _____ [Notice Date] and within 8.5 years or 85,000 miles (whichever occurred first) from the Settlement Class Vehicle's In-Service Date, you incurred and paid for a repair or replacement of a failed or malfunctioned turbocharger in that vehicle, you may submit, to the Settlement Claim Administrator, a Claim for Reimbursement (a fully completed, dated and signed Claim Form together with all Proof of Repair Expense and other required documentation) for fifty percent (50%) of the paid invoice expense of one (1) such turbocharger repair or replacement (parts and labor), if:

- for a Generation 1 or Generation 2 Settlement Class Vehicle, the past paid turbocharger repair or replacement was due to the wastegate having no longer functioned properly because of wear at the link plate and pin, and
- for a Generation 3 Settlement Class Vehicle, the past paid turbocharger repair or replacement was due to the wastegate having failed because of fork head and/or link pin corrosion.

However, if the Proof of Repair Expense documentation does not specifically state that the reason for the past paid turbocharger repair or replacement was due to II.B.(i) or (ii) above, as applicable to that vehicle, then the

Questions? Call 1-XXX-XXX-XXXX or visit www.XXXXXXXXXX.com

reimbursement for the one (1) said covered repair will be forty percent (40%) of the past paid invoice amount (parts and labor) and in addition to the Proof of Repair Expense documentation, the Settlement Class Member must also submit, with his/her/its Claim for Reimbursement, the Proof of Adherence to Maintenance Requirements documentation (explained below).

If the past paid covered repair was not performed by an authorized Audi dealer, then the maximum paid invoice amount to which the applicable reimbursement percentage shall be applied shall not exceed a maximum of \$3,850. In addition, if that past paid covered repair was performed within the Settlement Class Vehicle's original NVLW time and mileage period, then the Settlement Class Member must also submit with his/her/its Claim, in addition to the other applicable proof requirements, documentation such as a written estimate or invoice, or if documents are not available after a good-faith effort to obtain them, a Declaration signed under penalty of perjury, confirming that he/she/it first attempted to have that repair performed by an authorized Audi dealer, but the dealer declined or was unable to perform the repair free of charge pursuant to the NVLW.

The above relief is subject to certain limitations and proof requirements, which are set forth below and in the Settlement Agreement, which can be found on the Settlement website at www._____.com.

III. Required Proof for a Claim for Reimbursement:

To qualify for a Claim for Reimbursement of past paid and unreimbursed out-of-pocket expenses provided under Section II above, you must comply with the following requirements:

A. In order to submit a valid Claim for Reimbursement under this Settlement, you must submit online no later than _____, or mail to the Settlement Claim Administrator by first-class mail post-marked no later than _____, a fully completed, signed and dated Claim Form, a copy of which is available at www._____, together with all required supporting documentation listed below.

1. An original or legible copy of a repair invoice(s) documenting the repair covered under the Settlement and containing your name; the make, model and vehicle identification number ("VIN") of the Settlement Class Vehicle; the name and address of the authorized Audi dealer or non-dealer service center that performed the repair; the date of repair and Settlement Class Vehicle's mileage at the time of repair; a description of the repair work performed including the parts repaired/replaced and a breakdown of parts and labor costs of the covered repair demonstrating that the repair is, in fact, a covered repair under the Settlement; and the amount charged for the covered repair and proof of payment. If the covered repair was not performed by an authorized Audi dealer, and the only proof of payment you have is a repair invoice marked "Paid," then you also must also submit a declaration from the repair facility, signed under the penalty of perjury, confirming that the payment was in fact made. Please note that if you opt to send original documents with your Claim, please make and retain copies for yourself.

2. A declaration, signed under penalty of perjury, confirming that you did not alter or modify, or have another person alter or modify, the vehicle's engine prior to the covered repair;

3. If your covered repair occurred within your Settlement Class Vehicle's New Vehicle Limited Warranty period but was not performed by an authorized Audi dealer, you must also submit records showing that you first attempted to have the repair completed at an authorized Audi dealer but the dealer refused or was unable to complete the repair free of charge under warranty. If such records cannot be obtained despite a good faith effort, then you may submit a declaration to that effect, signed under the penalty of perjury, and stating the good faith efforts you made to obtain the records.

4. If your supporting repair documents do not state a specific cause of the turbocharger failure or malfunction, then you must also provide documents or records evidencing your adherence to the oil maintenance aspects of the Settlement Class Vehicle's maintenance schedule set forth in the Warranty and Maintenance Booklet, during the period of time that you owned and/or leased the vehicle up to the date/mileage of the covered repair or replacement. Your adherence to these oil maintenance requirements can be within a variance of ten percent (10%) of each required time/mileage maintenance interval. If you are unable to obtain said documents or records despite a good faith effort to obtain them, you may submit a Declaration, signed under penalty of perjury, detailing the good faith efforts that you made and why the records are unavailable, and attesting to your adherence to the above oil maintenance requirements within the ten percent (10%) variance. A form Declaration is available for you on the Settlement Website at

Questions? Call 1-XXX-XXX-XXXX or visit www.XXXXXXXXXX.com

www.XXXXXXXX.com, or obtained from the Claim Administrator (1-800-_____).

B. If you are not a person to whom the Class Notice was addressed, the Claim shall contain proof that you are a Settlement Class Member and that the vehicle is a Settlement Class Vehicle;

C. For your convenience, forms for any declarations required above are available to you at www._____ or you can request them from the Settlement Claim Administrator.

IV. Limitations:

A. Any reimbursement under the Settlement shall be reduced by goodwill or other amount or concession paid by an authorized Audi dealer, any other entity (including insurers and providers of extended warranties or service contracts), or by any other source. If the Settlement Class Member received a free repair covered under this Agreement, or was otherwise already reimbursed the full amount for the covered repair, then he/she/it will not be entitled to any reimbursement.

B. VWGoA will not be responsible for, and shall not warrant, repair or replacement work performed at any service center or facility that is not an authorized Audi dealer.

C. Reimbursement shall not apply to turbocharger/wastegate failures that were caused by abuse, misuse, alteration or modification, lack of proper maintenance, a collision or crash, vandalism and/or other impact or outside source.

2. Why is this a class action settlement?

In a class action lawsuit, one or more persons, called Plaintiffs and Class Representatives, sue on behalf of other people who have similar claims. All of these people are Class Members or Settlement Class Members. The companies they sued are called the Defendants. One court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Class.

The Court has not decided in favor of the Plaintiffs or Defendant. Instead, both sides agreed to a Settlement, which the Court preliminarily approved, 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 benefits quickly. The Class Representatives and the attorneys believe the Settlement is best for the Settlement Class.

WHO IS PART OF THE SETTLEMENT?

3. Am I in this Settlement Class?

The Court has conditionally approved the following definition of a Settlement Class Member: All persons or entities who purchased or leased a Settlement Class Vehicle in the United States of America and Puerto Rico. (The Settlement Class Vehicles are discussed in Section 1 above).

Excluded from the Settlement Class are (a) all Judges who have presided over the Action and their spouses; (b) all current employees, officers, directors, agents and representatives of Defendant, and their family members; (c) any affiliate, parent or subsidiary of Defendant and any entity in which Defendant has a controlling interest; (d) anyone acting as a used car dealer; (e) anyone who purchased a Settlement Class Vehicle for the purpose of commercial resale; (f) anyone who purchased a Settlement Class Vehicle with salvaged title and/or any insurance company that acquired a Settlement Class Vehicle as a result of a total loss; (g) any insurer of a Settlement Class Vehicle; (h) issuers of extended vehicle warranties and service contracts; (i) any Settlement Class Member who, prior to the date of this Agreement, settled with and released Defendant or any Released Parties from any Released Claims, and (j) any Settlement Class Member who files a timely and proper Request for Exclusion from the Settlement Class (see Section 10 below).

4. I'm still not sure if I am included in this Settlement.

If you are still not sure whether you are included in this Settlement, you can enter your vehicle's VIN in the VIN look-up Portal at www._____.com to determine if it is a Settlement Class Vehicle. You can also call the Settlement Claim Administrator at 1-_____ or visit www._____.com for more information.

SETTLEMENT BENEFITS – WHAT YOU GET

5. What does the Settlement provide?

The benefits afforded by the Settlement are described in Section 1. Additional details are provided below.

6. Who can send in a Claim for reimbursement?

Any United States or Puerto Rico resident who purchased or leased a Settlement Class Vehicle can send in a timely Claim for Reimbursement for money spent on a prior covered repair/replacement prior to _____ if the Claim satisfies the parameters and criteria required for reimbursement described in Section 1.

7. How do I send in a Claim for reimbursement?

To submit a Claim for reimbursement, you must do the following no later than _____:

- A. Complete, sign under penalty of perjury, and date a Claim Form (you can download one at www._____.com). It is recommended that you keep a copy of the completed Claim Form; and
- B. Submit your completed, signed and dated Claim Form, together with all supporting documents, either (i) through the Settlement Website at www._____.com no later than _____; or (ii) mail the completed, signed, and dated Claim Form, together with your supporting documentation, by first-class mail, post-marked no later than _____, to the Settlement Claim Administrator at the address provided on the Claim Form. The information that must be reflected in your records is described on the Claim Form. It is recommended that you keep a copy of your records and receipts.

If you are eligible for reimbursement benefits under the Settlement but fail to submit the completed Claim Form and supporting documents by the required deadline, you will not receive a reimbursement.

8. When do I get my reimbursement or learn whether I will receive a payment?

If the Settlement Claim Administrator determines your Claim is valid, your reimbursement will be mailed to you within one hundred fifty (150) days of either (i) the date of receipt of the completed Claim (with all required proof), or (ii) the date that the Settlement becomes final (the "Effective Date"), whichever is later. The Court will hold a Final Fairness Hearing on _____ to decide whether to grant final approval of the Settlement as fair, reasonable, and adequate. Information about the progress of the case will be available at www._____.com.

If the Settlement Claim Administrator determines that there is/are deficiency(ies) in your Claim Form and/or the supporting documentation that is required, then you will be mailed a letter or notice informing you of the deficiency(ies), what needs to be submitted to correct it/them, and the deadline for doing so. Deficiencies that are not timely corrected will result in denial of your Claim, To check on the status of your Claim, you can call 1-_____.

9. What am I giving up to participate in the Settlement and stay in the Class?

Unless you exclude yourself by taking the steps described in Section 10 below, you will remain in the Class, and that means that you may receive any Settlement benefits to which you are eligible, and will be bound by the release of claims and cannot sue, continue to sue, or be part of any other lawsuit about the same matters, claims, and legal issues that were or could have been asserted in this case, and the Released Claims set forth in the Settlement Agreement (except for claims of personal injury or property damage other than damage to the Settlement Class Vehicle itself). It also means that all of the Court's orders and judgments will apply to you and legally bind you. The specific claims and parties you will be releasing are set forth in sections I.T and I.U of the Settlement Agreement, a copy of which is available for review on the settlement website, www._____.com.

Questions? Call 1-XXX-XXX-XXXX or visit www.XXXXXXXXXX.com

EXCLUDING YOURSELF FROM THE SETTLEMENT

10. How do I Exclude Myself from this Settlement?

You do not have to do anything to remain in this Settlement. However, you have a right, if you so desire, to exclude yourself from the Settlement. To exclude yourself from the Settlement, you must send a letter by first-class U.S. mail post-marked no later than _____, stating clearly that you want to be excluded from this Settlement (“Request for Exclusion”). You must include in the Request for Exclusion your full name, address, telephone number, the model, model year and VIN of the Settlement Class Vehicle; a statement that you are a present or former owner or lessee of a Settlement Class Vehicle; and specifically and unambiguously state your desire to be excluded from the Settlement Class. You must mail your exclusion request, post-marked no later than _____, to each of the following:

SETTLEMENT CLAIM ADMINISTRATOR	CLASS COUNSEL	DEFENSE COUNSEL
JND Legal Administration	GARY GRAIFMAN, , ESQ. KANTROWITZ, GOLDHAMER & GRAIFMAN PC 135 CHESTNUT RIDGE ROAD, SUITE 200 MONTVALE, NJ 07645	MICHAEL B. GALLUB, ESQ. SHOOK, HARDY & BACON LLP 1 ROCKEFELLER PLAZA SUITE 2801 NEW YORK, NY 10020

You cannot exclude yourself on the phone or by email. If you have timely mailed a Request for Exclusion that contains all of the required information, and the Court grants your request for exclusion upon final approval of the Settlement, then you will be excluded from the Settlement Class. You will not receive any benefits of the Settlement, you cannot object to the Settlement, and you will not be legally bound by anything that happens in this Lawsuit..

11. If I don’t exclude myself, can I sue later?

No, not for the same matters and legal claims that were or could have been asserted in the Action or any of the Released Claims in the Settlement Agreement, unless your claim is for personal injury or property damage (other than damage to the Settlement Class Vehicle itself).

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

No, if you exclude yourself from the Settlement Class, you will not receive any money or benefits from this Settlement, and you should not submit a Claim Form. You cannot do both.

13. Do I have a lawyer in this case?

The Court has appointed the law firms of Kantrowitz, Goldhamer & Graifman PC, and Thomas P. Sobran PC as “Class Counsel” to represent the Settlement Class Members.

14. Should I get my own lawyer?

You do not need to hire your own lawyer to participate in the Settlement because Class Counsel will be representing you and the Settlement Class. But, 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 Representative receive a service award?

Class Counsel have prosecuted this case on a contingency basis. They have not received any fees or reimbursement for costs and expenses associated with this case. Class Counsel will file an application with the Court requesting an award of reasonable attorney fees and reasonable costs and expenses (“Fees and Expenses”) in a combined total sum not \$_____ for Class Counsel. VWGoA has agreed not to oppose Class Counsel’s application for Fees and Expenses to

the extent not exceeding that combined total sum, and Class Counsel have agreed not to accept any Fees and Expenses in excess of that combined total sum.

Class Counsel will also apply to the Court for a service award in the amount of \$_____ for Plaintiff-Settlement Class Representative Julie Kimball for her efforts in pursuing this litigation for the benefit of the Settlement Class.

Any award for Class Counsel Fees and Expenses, and any service award to Settlement Class Representative, will be paid separately by Defendant and will not reduce any benefits that may be available to you or the rest of the Settlement Class under the Settlement. You won't have to pay these Fees and Expenses.

Class Counsel's motion for fees and expenses and the Settlement Class Representative service award will be filed by _____, and a copy will be made available for review at www._____.com.

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 Settlement Class and do not request to be excluded, you can tell the Court you like the Settlement and it should be approved, or you can ask the Court to deny approval by filing a written objection. You can object to the Settlement and/or to Class Counsel's requests for Fees and Expenses and Settlement Class Representative service award. You cannot ask the Court to order a different settlement; the Court can only approve or reject the proposed Settlement. If the Court denies approval of the Settlement, no settlement payments will be sent out and the Lawsuit will continue. If that is what you want to happen, you must object on a timely basis. You are not required to submit anything to the Court unless you are objecting or wish to be excluded from the Settlement.

To object to or comment on the Settlement, you must do either of the following:

- i. File your written objection or comment, and any supporting papers or materials, on the Court's docket for this case, *Kimball v. Volkswagen Group of America, Inc., et al.*, United States District Court for the District of New Jersey, Civil Action No. 2:22-cv-04163-JKS-MAH, via its electronic filing system, no later than _____, or
- ii. File your written objection or comment, and any supporting papers or materials, with the Court in person at the Clerk's Office, United States District Court for the District of New Jersey, 4015 Martin Luther King Jr. Federal Building and United States Courthouse, 50 Walnut Street, Newark, New Jersey 07102, no later than _____, or
- iii. Mail your written objection or comment, and any supporting papers or materials, to each of the following, by U.S. first-class mail, post-marked no later than _____:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
CLERK'S OFFICE MARTIN LUTHER KING JR. FEDERAL BUILDING AND UNITED STATES COURTHOUSE 50 WALNUT STREET NEWARK, NJ 07102	GARY GRAIFMAN, , ESQ. KANTROWITZ, GOLDHAMER & GRAIFMAN PC 135 CHESTNUT RIDGE ROAD, SUITE 200 MONTVALE, NJ 07645	MICHAEL B. GALLUB, ESQ. SHOOK, HARDY & BACON LLP 1 ROCKEFELLER PLAZA SUITE 2801 NEW YORK, NY 10020

Regardless of the above method you choose, your written objection must state clearly that you are objecting to the Settlement or the request for Class Counsel Fees and Expenses and/or Class Representative Service Awards in *Kimball v. Volkswagen Group of America, Inc., et al.*, United States District Court for the District of New Jersey, Civil Action No. 2:22-cv-04163-JKS-MAH, and must include all of the following: (i) your full name, current address and telephone number; (ii) the model, model year and VIN of your Settlement Class Vehicle; (iii) proof that you own(ed) or lease(d) the Settlement Class Vehicle (i.e., a true copy of a vehicle title, registration or license receipt); (iv) a written statement of all your factual and legal grounds for objecting; (v) copies of any papers, briefs and/or other documents upon which the objection is based and which are pertinent to the objection; (vi) the name, address, and telephone number of any counsel representing you; and (vii) a detailed list of any other objections submitted by you and/or any counsel representing you to any class action settlements in any court in the United States in the previous five (5) years, including the full case name with jurisdiction in which it was filed and the docket number, or affirmatively state, in your objection,

Questions? Call 1-XXX-XXX-XXXX or visit www.XXXXXXXXXX.com

that you and/or your counsel have not objected to any other class action settlement in the United States in the previous five (5) years.

Subject to the approval of the Court, any Settlement Class Member may appear, in person or by counsel, at the Final Fairness Hearing. In order to appear, the Settlement Class Member must, by the objection deadline of _____, file with the Clerk of the Court and serve upon all counsel designated in the Class Notice (see above), a Notice of Intention to Appear at the Fairness Hearing. The Notice of Intention to Appear must include copies of any papers, exhibits or other evidence and identity of witnesses that the Settlement Class Member (or his/her counsel) intends to present to the Court in connection with the Fairness Hearing.

Any Settlement Class Member who does not submit a written objection to the proposed Settlement, or Class Counsel's application for Fees and Expenses and/or the Class Representative service award, within the above deadline and in full compliance with the above requirements and procedure for a valid objection shall waive his/her/its right to do so, and to appeal from any order or judgment of the Court concerning the Settlement, Fees and Expenses and/or service award.

Any Settlement Class Member who does not provide a Notice of Intention to Appear in accordance with the deadline and other requirements set forth in this Class Notice shall be deemed to have waived any right to appear, in person or by counsel, at the Final Fairness Hearing.

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

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

FINAL FAIRNESS HEARING

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

The Court will hold a Final Fairness Hearing at **on _____ at _____ a.m.**, before the Honorable Jamel K. Semper, Courtroom ____, United States District Judge, United States District Court for the District of New Jersey, Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Newark, NJ 07102, to determine whether the Settlement should be granted final approval. At the Final Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and thus, should receive final approval. The Court will also consider Class Counsel's application for Fees and Expenses and the Settlement Class Representative service award. The date and/or time of the Final Fairness Hearing may change without further notice to the Settlement Class. You should check the Settlement Website or the Court's PACER site to confirm that the date and/or time has not changed, or if it has, learn to the new date and time.

19. Do I have to come to the Final Fairness Hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. You may also pay your own lawyer to attend. However, if your objection is timely and compliant with the requirements, the Court will consider it whether or not you or your lawyer attend.

20. May I speak at the Fairness Hearing?

If you do not exclude yourself, you may ask the Court's permission to speak in favor of the proposed Settlement at the Final Fairness Hearing, and any Settlement Class Member who has properly filed a timely objection may ask the Court's permission to appear and speak regarding that objection. To do so, you must file with the Clerk of the Court, and serve upon all counsel identified in Section 16 above, a Notice of Intention to Appear at the Fairness Hearing, saying that it is your intention to appear at the Fairness Hearing in *Kimball v. Volkswagen Group of America, Inc., et al.*, United States District Court for the District of New Jersey, Civil Action No. 2:22-cv-04163-JKS-MAH. The Notice of Intention to Appear must include copies of any papers, exhibits or other evidence and the identity of witnesses that the objecting Settlement Class Member (or the objecting Settlement Class Member's counsel) intends to present to the Court in connection with the Fairness Hearing.

Questions? Call 1-XXX-XXX-XXXX or visit www.XXXXXXXXXX.com

You must file your Notice of Intention to Appear with the Clerk of the Court and serve a copy upon all counsel designated in the Class Notice no later than _____. You cannot speak at the Final Fairness Hearing if you have excluded yourself from the Settlement.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you do nothing, you will remain in the Settlement Class. If the Court approves the Settlement, you can receive any benefits of the Settlement to which you are eligible, and you will be bound by the Settlement and its terms and provisions, including the Release of Claims, and by all orders and judgments of the Court.

MORE INFORMATION

22. Where can I get more information?

The settlement website located at www._____.com allows you to submit a claim online, look up your vehicle's VIN to determine if it is a Settlement Class Vehicle, obtain Claim Forms, find a copy of the Settlement Agreement and other pertinent documents, and access more information about this Litigation and Settlement. Updates regarding the Action, including important dates and deadlines, will also be available on the website. You may also call the Settlement Claim Administrator at 1-_____ or email info@_____.com.

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

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

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY

If you currently or previously owned or leased a certain Volkswagen brand vehicle (listed below) in the United States or Puerto Rico, you may be entitled to benefits afforded by a class action settlement.

- **This proposed class action, pending in the United States District Court for the District of New Jersey, is captioned *Kimball v. Volkswagen Group of America, Inc.*, Civil Action No. 2:22-cv-04163-JKS-MAH (the “Action”). The parties have agreed to a class settlement of the Action, which the Court has preliminarily approved, and will ask the Court to grant final approval of the proposed Settlement. As a Settlement Class Member, you have various options that you may exercise before the Court decides whether to grant final approval of the Settlement.**
- **This Notice explains the Action, the proposed Settlement, your legal rights and options, available benefits, who is eligible for and how to obtain the benefits, and applicable dates, time deadlines and procedures.**
- **Your legal rights are affected whether you act or do not act. Read this Notice carefully.**
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BASIC INFORMATION

1. What is involved in the Lawsuit and what are the settlement benefits?

If you are a current or past owner or lessee of a “Settlement Class Vehicle,” you may be entitled to benefits under the proposed Settlement. The Settlement Class Vehicles are certain model/model year Volkswagen vehicles, identified by specific Vehicle Identification Number (“VIN”), that were distributed by Volkswagen Group of America, Inc. (“VWGoA”) in the United States or Puerto Rico and equipped with a Generation 1 or Generation 3 EA888 engine as delineated below:

“Generation 1 Settlement Class Vehicles”:

- Certain model year 2008-2014 VW GTI and Golf R*
- Certain model year 2012-2013 VW Beetle*
- Certain model year 2009 VW Jetta Sportwagen*
- Certain model year 2008-2013 VW Jetta Sedan and GLI*
- Certain model year 2009-2016 VW Eos*
- Certain model year 2008-2010 VW Passat*
- Certain model year 2009-2017 VW CC*
- Certain model year 2009-2018 VW Tiguan**

“Generation 3 Settlement Class Vehicles”:

- Certain model year 2015-2018 VW Golf*
- Certain model year 2015-2021 VW GTI*

Questions? Call 1-XXX-XXX-XXXX or visit www.XXXXXXXXXX.com

- Certain model year 2015-2019 VW Golf R*
- Certain model year 2015-2019 VW Golf Sportwagen and Alltrack*
- Certain model year 2019-2024 VW Jetta GLI*
- Certain model year 2019-2021 VW Arteon*
- Certain model year 2018-2023 VW Atlas*
- Certain model year 2020-2023 VW Atlas Cross Sport*

*Not every such model and model year vehicle is covered by this Settlement (i.e., a Settlement Class Vehicle). The Settlement Class Vehicles are determined by specific Vehicle Identification Numbers (VINs). You can look up whether your vehicle is a Settlement Class Vehicle by typing your vehicle's VIN, where indicated, in the VIN Lookup Portal on the Settlement website at www.com, or you can call the Settlement Claim Administrator toll-free at 1-XXX-XXX-XXXX to find out.

A "Settlement Class Member" is defined as a current or past owner or lessee of a Settlement Class Vehicle.

The Action claims that the turbochargers in certain Volkswagen vehicles were defective and potentially prone to premature failure. VWGoA denies the claims and maintains that the turbochargers in the Settlement Class Vehicles are not defective, function properly, were properly designed, manufactured, marketed and sold, and that no applicable warranties were breached nor any applicable statutes violated. The Court has not decided in favor of either party. Instead, the Action has been resolved through a Settlement, which the Court preliminarily approved, under which eligible Settlement Class Members who qualify may obtain the following benefits:

V. Warranty Extension for Current Owners or Lessees of Generation 3 Settlement Class Vehicles

Effective on _____ [the Notice Date], VWGoA will extend the New Vehicle Limited Warranties (NVLWs) of Generation 3 Settlement Class Vehicles until 8.5 years or 85,000 miles (whichever occurs first) from said vehicle's In-Service Date, to cover fifty percent (50%) of the cost of repair or replacement (parts and labor), by an authorized Volkswagen dealer, of a failed or malfunctioning turbocharger of said vehicle if the cause was that the wastegate failed due to fork head and/or link pin corrosion. However, if, as of _____ [Notice Date], a said Generation 3 Settlement Class Vehicle is more than 8.5 years of age from its In-Service Date, then this Warranty Extension's duration for that vehicle will be until _____ [60-days after Notice Date] or 85,000 miles from vehicle's the In-Service Date, whichever occurs first.

The Warranty Extension is subject to the same terms, conditions, and limitations set forth in the Settlement Class Vehicle's original NVLW and Warranty Information Booklet, and shall be fully transferable to subsequent owners to the extent that its time and mileage limitation periods have not expired.

The Warranty Extension shall not cover or apply to turbocharger/wastegate failures or malfunctions due to abuse, misuse, alteration or modification, lack of proper maintenance, a collision or crash, vandalism and/or other impact, or damage from an outside source.

VI. Reimbursement for a Certain Past Paid (and Unreimbursed) Out-of-Pocket Repair Expenses (All Settlement Class Vehicles)

If, prior to _____ [Notice Date] and within 8.5 years or 85,000 miles (whichever occurred first) from the Settlement Class Vehicle's In-Service Date, you incurred and paid for a repair or replacement of a failed or malfunctioned turbocharger in that vehicle, you may submit, to the Settlement Claim Administrator, a Claim for Reimbursement (a fully completed, dated and signed Claim Form together with all Proof of Repair Expense and other required documentation) for fifty percent (50%) of the paid invoice expense of one (1) such turbocharger repair or replacement (parts and labor), if:

- (i) for a Generation 1 Settlement Class Vehicle, the past paid turbocharger repair or replacement was due to the wastegate having no longer functioned properly because of wear at the link plate and pin, and

Questions? Call 1-XXX-XXX-XXXX or visit www.XXXXXXXXXX.com

- (ii) for a Generation 3 Settlement Class Vehicle, the past paid turbocharger repair or replacement was due to the wastegate having failed because of fork head and/or link pin corrosion.

However, if the Proof of Repair Expense documentation does not specifically state that the reason for the past paid turbocharger repair or replacement was due to II.B.(i) or (ii) above, as applicable to that vehicle, then the reimbursement for the one (1) said covered repair will be forty percent (40%) of the past paid invoice amount (parts and labor) and in addition to the Proof of Repair Expense documentation, the Settlement Class Member must also submit, with his/her/its Claim for Reimbursement, the Proof of Adherence to Maintenance Requirements documentation (explained below).

If the past paid covered repair was not performed by an authorized Volkswagen dealer, then the maximum paid invoice amount to which the applicable reimbursement percentage shall be applied shall not exceed a maximum of \$3,850. In addition, if that past paid covered repair was performed within the Settlement Class Vehicle's original NVLW time and mileage period, then the Settlement Class Member must also submit with his/her/its Claim, in addition to the other applicable proof requirements, documentation such as a written estimate or invoice, or if documents are not available after a good-faith effort to obtain them, a Declaration signed under penalty of perjury, confirming that he/she/it first attempted to have that repair performed by an authorized Volkswagen dealer, but the dealer declined or was unable to perform the repair free of charge pursuant to the NVLW.

The above relief is subject to certain limitations and proof requirements, which are set forth below and in the Settlement Agreement, which can be found on the Settlement website at www._____.com.

VII. Required Proof for a Claim for Reimbursement:

To qualify for a Claim for Reimbursement of past paid and unreimbursed out-of-pocket expenses provided under Section II above, you must comply with the following requirements:

D. In order to submit a valid Claim for Reimbursement under this Settlement, you must submit online no later than _____, or mail to the Settlement Claim Administrator by first-class mail post-marked no later than _____, a fully completed, signed and dated Claim Form, a copy of which is available at www._____, together with all required supporting documentation listed below.

1. An original or legible copy of a repair invoice(s) documenting the repair covered under the Settlement and containing your name; the make, model and vehicle identification number ("VIN") of the Settlement Class Vehicle; the name and address of the authorized Volkswagen dealer or non-dealer service center that performed the repair; the date of repair and Settlement Class Vehicle's mileage at the time of repair; a description of the repair work performed including the parts repaired/replaced and a breakdown of parts and labor costs of the covered repair demonstrating that the repair is, in fact, a covered repair under the Settlement; and the amount charged for the covered repair and proof of payment. If the covered repair was not performed by an authorized Volkswagen dealer, and the only proof of payment you have is a repair invoice marked "Paid," then you also must also submit a declaration from the repair facility, signed under the penalty of perjury, confirming that the payment was in fact made. Please note that if you opt to send original documents with your Claim, please make and retain copies for yourself.

2. A declaration, signed under penalty of perjury, confirming that you did not alter or modify, or have another person alter or modify, the vehicle's engine prior to the covered repair;

3. If your covered repair occurred within your Settlement Class Vehicle's New Vehicle Limited Warranty period but was not performed by an authorized Volkswagen dealer, you must also submit records showing that you first attempted to have the repair completed at an authorized Volkswagen dealer but the dealer refused or was unable to complete the repair free of charge under warranty. If such records cannot be obtained despite a good faith effort, then you may submit a declaration to that effect, signed under the penalty of perjury, and stating the good faith efforts you made to obtain the records.

4. If your supporting repair documents do not state a specific cause of the turbocharger failure or malfunction, then you must also provide documents or records evidencing your adherence to the oil maintenance aspects of the Settlement Class Vehicle's maintenance schedule set forth in the Warranty and Maintenance Booklet, during the period of time that you owned and/or leased the vehicle up to the

date/mileage of the covered repair or replacement. Your adherence to these oil maintenance requirements can be within a variance of ten percent (10%) of each required time/mileage maintenance interval. If you are unable to obtain said documents or records despite a good faith effort to obtain them, you may submit a Declaration, signed under penalty of perjury, detailing the good faith efforts that you made and why the records are unavailable, and attesting to your adherence to the above oil maintenance requirements within the ten percent (10%) variance. A form Declaration is available for you on the Settlement Website at www.XXXXXXXX.com, or obtained from the Claim Administrator (1-800-_____).

E. If you are not a person to whom the Class Notice was addressed, the Claim shall contain proof that you are a Settlement Class Member and that the vehicle is a Settlement Class Vehicle;

F. For your convenience, forms for any declarations required above are available to you at www._____ or you can request them from the Settlement Claim Administrator.

VIII. Limitations:

A. Any reimbursement under the Settlement shall be reduced by goodwill or other amount or concession paid by an authorized Volkswagen dealer, any other entity (including insurers and providers of extended warranties or service contracts), or by any other source. If the Settlement Class Member received a free repair covered under this Agreement, or was otherwise already reimbursed the full amount for the covered repair, then he/she/it will not be entitled to any reimbursement.

B. VWGoA will not be responsible for, and shall not warrant, repair or replacement work performed at any service center or facility that is not an authorized Volkswagen dealer.

C. Reimbursement shall not apply to turbocharger/wastegate failures that were caused by abuse, misuse, alteration or modification, lack of proper maintenance, a collision or crash, vandalism and/or other impact or outside source.

2. Why is this a class action settlement?

In a class action lawsuit, one or more persons, called Plaintiffs and Class Representatives, sue on behalf of other people who have similar claims. All of these people are Class Members or Settlement Class Members. The companies they sued are called the Defendants. One court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Class.

The Court has not decided in favor of the Plaintiffs or Defendant. Instead, both sides agreed to a Settlement, which the Court preliminarily approved, 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 benefits quickly. The Class Representatives and the attorneys believe the Settlement is best for the Settlement Class.

WHO IS PART OF THE SETTLEMENT?

3. Am I in this Settlement Class?

The Court has conditionally approved the following definition of a Settlement Class Member: All persons or entities who purchased or leased a Settlement Class Vehicle in the United States of America and Puerto Rico. (The Settlement Class Vehicles are discussed in Section 1 above).

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

Questions? Call 1-XXX-XXX-XXXX or visit www.XXXXXXXXXX.com

Agreement, settled with and released Defendant or any Released Parties from any Released Claims, and (j) any Settlement Class Member who files a timely and proper Request for Exclusion from the Settlement Class (see Section 10 below).

4. I'm still not sure if I am included in this Settlement.

If you are still not sure whether you are included in this Settlement, you can enter your vehicle's VIN in the VIN look-up Portal at www._____.com to determine if it is a Settlement Class Vehicle. You can also call the Settlement Claim Administrator at 1-_____ or visit www._____.com for more information.

SETTLEMENT BENEFITS – WHAT YOU GET

5. What does the Settlement provide?

The benefits afforded by the Settlement are described in Section 1. Additional details are provided below.

6. Who can send in a Claim for reimbursement?

Any United States or Puerto Rico resident who purchased or leased a Settlement Class Vehicle can send in a timely Claim for Reimbursement for money spent on a prior covered repair/replacement prior to _____ if the Claim satisfies the parameters and criteria required for reimbursement described in Section 1.

7. How do I send in a Claim for reimbursement?

To submit a Claim for reimbursement, you must do the following no later than _____:

- C. Complete, sign under penalty of perjury, and date a Claim Form (you can download one at www._____.com). It is recommended that you keep a copy of the completed Claim Form; and
- D. Submit your completed, signed and dated Claim Form, together with all supporting documents, either (i) through the Settlement Website at www._____.com no later than _____; or (ii) mail the completed, signed, and dated Claim Form, together with your supporting documentation, by first-class mail, post-marked no later than _____, to the Settlement Claim Administrator at the address provided on the Claim Form. The information that must be reflected in your records is described on the Claim Form. It is recommended that you keep a copy of your records and receipts.

If you are eligible for reimbursement benefits under the Settlement but fail to submit the completed Claim Form and supporting documents by the required deadline, you will not receive a reimbursement.

8. When do I get my reimbursement or learn whether I will receive a payment?

If the Settlement Claim Administrator determines your Claim is valid, your reimbursement will be mailed to you within one hundred fifty (150) days of either (i) the date of receipt of the completed Claim (with all required proof), or (ii) the date that the Settlement becomes final (the "Effective Date"), whichever is later. The Court will hold a Final Fairness Hearing on _____ to decide whether to grant final approval of the Settlement as fair, reasonable, and adequate. Information about the progress of the case will be available at www._____.com.

If the Settlement Claim Administrator determines that there is/are deficiency(ies) in your Claim Form and/or the supporting documentation that is required, then you will be mailed a letter or notice informing you of the deficiency(ies), what needs to be submitted to correct it/them, and the deadline for doing so. Deficiencies that are not timely corrected will result in denial of your Claim. To check on the status of your Claim, you can call 1-_____.

9. What am I giving up to participate in the Settlement and stay in the Class?

Unless you exclude yourself by taking the steps described in Section 10 below, you will remain in the Class, and that means that you may receive any Settlement benefits to which you are eligible, and will be bound by the release of claims and cannot sue, continue to sue, or be part of any other lawsuit about the same matters, claims, and legal issues that were or could have been asserted in this case, and the Released Claims set forth in the Settlement Agreement

Questions? Call 1-XXX-XXX-XXXX or visit www.XXXXXXXXXX.com

(except for claims of personal injury or property damage other than damage to the Settlement Class Vehicle itself). It also means that all of the Court’s orders and judgments will apply to you and legally bind you. The specific claims and parties you will be releasing are set forth in sections I.T and I.U of the Settlement Agreement, a copy of which is available for review on the settlement website, www._____.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

10. How do I Exclude Myself from this Settlement?

You do not have to do anything to remain in this Settlement. However, you have a right, if you so desire, to exclude yourself from the Settlement. To exclude yourself from the Settlement, you must send a letter by first-class U.S. mail post-marked no later than _____, stating clearly that you want to be excluded from this Settlement (“Request for Exclusion”). You must include in the Request for Exclusion your full name, address, telephone number, the model, model year and VIN of the Settlement Class Vehicle; a statement that you are a present or former owner or lessee of a Settlement Class Vehicle; and specifically and unambiguously state your desire to be excluded from the Settlement Class. You must mail your exclusion request, post-marked no later than _____, to each of the following:

SETTLEMENT CLAIM ADMINISTRATOR	CLASS COUNSEL	DEFENSE COUNSEL
JND Legal Administration	GARY GRAIFMAN, , ESQ. KANTROWITZ, GOLDHAMER & GRAIFMAN PC 135 CHESTNUT RIDGE ROAD, SUITE 200 MONTVALE, NJ 07645	MICHAEL B. GALLUB, ESQ. SHOOK, HARDY & BACON LLP 1 ROCKEFELLER PLAZA SUITE 2801 NEW YORK, NY 10020

You cannot exclude yourself on the phone or by email. If you have timely mailed a Request for Exclusion that contains all of the required information, and the Court grants your request for exclusion upon final approval of the Settlement, then you will be excluded from the Settlement Class. You will not receive any benefits of the Settlement, you cannot object to the Settlement, and you will not be legally bound by anything that happens in this Lawsuit..

11. If I don’t exclude myself, can I sue later?

No, not for the same matters and legal claims that were or could have been asserted in the Action or any of the Released Claims in the Settlement Agreement, unless your claim is for personal injury or property damage (other than damage to the Settlement Class Vehicle itself).

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

No, if you exclude yourself from the Settlement Class, you will not receive any money or benefits from this Settlement, and you should not submit a Claim Form. You cannot do both.

13. Do I have a lawyer in this case?

The Court has appointed the law firms of Kantrowitz, Goldhamer & Graifman PC, and Thomas P. Sobran PC as “Class Counsel” to represent the Settlement Class Members.

14. Should I get my own lawyer?

You do not need to hire your own lawyer to participate in the Settlement because Class Counsel will be representing you and the Settlement Class. But, 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 Representative receive a service award?

Class Counsel have prosecuted this case on a contingency basis. They have not received any fees or reimbursement for costs and expenses associated with this case. Class Counsel will file an application with the Court requesting an award of reasonable attorney fees and reasonable costs and expenses (“Fees and Expenses”) in a combined total sum not \$_____ for Class Counsel. VWGoA has agreed not to oppose Class Counsel’s application for Fees and Expenses to the extent not exceeding that combined total sum, and Class Counsel have agreed not to accept any Fees and Expenses in excess of that combined total sum.

Class Counsel will also apply to the Court for a service award in the amount of \$_____ for Plaintiff-Settlement Class Representative Julie Kimball for her efforts in pursuing this litigation for the benefit of the Settlement Class.

Any award for Class Counsel Fees and Expenses, and any service award to Settlement Class Representative, will be paid separately by Defendant and will not reduce any benefits that may be available to you or the rest of the Settlement Class under the Settlement. You won’t have to pay these Fees and Expenses.

Class Counsel’s motion for fees and expenses and the Settlement Class Representative service award will be filed by _____, and a copy will be made available for review at www._____.com.

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 Settlement Class and do not request to be excluded, you can tell the Court you like the Settlement and it should be approved, or you can ask the Court to deny approval by filing a written objection. You can object to the Settlement and/or to Class Counsel’s requests for Fees and Expenses and Settlement Class Representative service award. You cannot ask the Court to order a different settlement; the Court can only approve or reject the proposed Settlement. If the Court denies approval of the Settlement, no settlement payments will be sent out and the Lawsuit will continue. If that is what you want to happen, you must object on a timely basis. You are not required to submit anything to the Court unless you are objecting or wish to be excluded from the Settlement.

To object to or comment on the Settlement, you must do either of the following:

- iv. File your written objection or comment, and any supporting papers or materials, on the Court’s docket for this case, *Kimball v. Volkswagen Group of America, Inc., et al.*, United States District Court for the District of New Jersey, Civil Action No. 2:22-cv-04163-JKS-MAH, via its electronic filing system, no later than _____, or
- v. File your written objection or comment, and any supporting papers or materials, with the Court in person at the Clerk’s Office, United States District Court for the District of New Jersey, 4015 Martin Luther King Jr. Federal Building and United States Courthouse, 50 Walnut Street, Newark, New Jersey 07102, no later than _____, or
- vi. Mail your written objection or comment, and any supporting papers or materials, to each of the following, by U.S. first-class mail, post-marked no later than _____:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
CLERK’S OFFICE MARTIN LUTHER KING JR. FEDERAL BUILDING AND UNITED STATES COURTHOUSE 50 WALNUT STREET NEWARK, NJ 07102	GARY GRAIFMAN, , ESQ. KANTROWITZ, GOLDHAMER & GRAIFMAN PC 135 CHESTNUT RIDGE ROAD, SUITE 200 MONTVALE, NJ 07645	MICHAEL B. GALLUB, ESQ. SHOOK, HARDY & BACON LLP 1 ROCKEFELLER PLAZA SUITE 2801 NEW YORK, NY 10020

Regardless of the above method you choose, your written objection must state clearly that you are objecting to the Settlement or the request for Class Counsel Fees and Expenses and/or Class Representative Service Awards in *Kimball v. Volkswagen Group of America, Inc., et al.*, United States District Court for the District of New Jersey, Civil Action No. 2:22-cv-04163-JKS-MAH, and must include all of the following: (i) your full name, current address and telephone

Questions? Call 1-XXX-XXX-XXXX or visit www.XXXXXXXXXX.com

number; (ii) the model, model year and VIN of your Settlement Class Vehicle; (iii) proof that you own(ed) or lease(d) the Settlement Class Vehicle (i.e., a true copy of a vehicle title, registration or license receipt); (iv) a written statement of all your factual and legal grounds for objecting; (v) copies of any papers, briefs and/or other documents upon which the objection is based and which are pertinent to the objection; (vi) the name, address, and telephone number of any counsel representing you; and (vii) a detailed list of any other objections submitted by you and/or any counsel representing you to any class action settlements in any court in the United States in the previous five (5) years, including the full case name with jurisdiction in which it was filed and the docket number, or affirmatively state, in your objection, that you and/or your counsel have not objected to any other class action settlement in the United States in the previous five (5) years.

Subject to the approval of the Court, any Settlement Class Member may appear, in person or by counsel, at the Final Fairness Hearing. In order to appear, the Settlement Class Member must, by the objection deadline of _____, file with the Clerk of the Court and serve upon all counsel designated in the Class Notice (see above), a Notice of Intention to Appear at the Fairness Hearing. The Notice of Intention to Appear must include copies of any papers, exhibits or other evidence and identity of witnesses that the Settlement Class Member (or his/her counsel) intends to present to the Court in connection with the Fairness Hearing.

Any Settlement Class Member who does not submit a written objection to the proposed Settlement, or Class Counsel's application for Fees and Expenses and/or the Class Representative service award, within the above deadline and in full compliance with the above requirements and procedure for a valid objection shall waive his/her/its right to do so, and to appeal from any order or judgment of the Court concerning the Settlement, Fees and Expenses and/or service award.

Any Settlement Class Member who does not provide a Notice of Intention to Appear in accordance with the deadline and other requirements set forth in this Class Notice shall be deemed to have waived any right to appear, in person or by counsel, at the Final Fairness Hearing.

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

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

FINAL FAIRNESS HEARING

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

The Court will hold a Final Fairness Hearing at **on _____ at _____ a.m.**, before the Honorable Jamel K. Semper, Courtroom ___, United States District Judge, United States District Court for the District of New Jersey, Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Newark, NJ 07102, to determine whether the Settlement should be granted final approval. At the Final Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and thus, should receive final approval. The Court will also consider Class Counsel's application for Fees and Expenses and the Settlement Class Representative service award. The date and/or time of the Final Fairness Hearing may change without further notice to the Settlement Class. You should check the Settlement Website or the Court's PACER site to confirm that the date and/or time has not changed, or if it has, learn to the new date and time.

19. Do I have to come to the Final Fairness Hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. You may also pay your own lawyer to attend. However, if your objection is timely and compliant with the requirements, the Court will consider it whether or not you or your lawyer attend.

20. May I speak at the Fairness Hearing?

If you do not exclude yourself, you may ask the Court's permission to speak in favor of the proposed Settlement at the Final Fairness Hearing, and any Settlement Class Member who has properly filed a timely objection may ask the Court's

Questions? Call 1-XXX-XXX-XXXX or visit www.XXXXXXXXXX.com

permission to appear and speak regarding that objection. To do so, you must file with the Clerk of the Court, and serve upon all counsel identified in Section 16 above, a Notice of Intention to Appear at the Fairness Hearing, saying that it is your intention to appear at the Fairness Hearing in *Kimball v. Volkswagen Group of America, Inc., et al.*, United States District Court for the District of New Jersey, Civil Action No. 2:22-cv-04163-JKS-MAH. The Notice of Intention to Appear must include copies of any papers, exhibits or other evidence and the identity of witnesses that the objecting Settlement Class Member (or the objecting Settlement Class Member's counsel) intends to present to the Court in connection with the Fairness Hearing.

You must file your Notice of Intention to Appear with the Clerk of the Court and serve a copy upon all counsel designated in the Class Notice no later than _____. You cannot speak at the Final Fairness Hearing if you have excluded yourself from the Settlement.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you do nothing, you will remain in the Settlement Class. If the Court approves the Settlement, you can receive any benefits of the Settlement to which you are eligible, and you will be bound by the Settlement and its terms and provisions, including the Release of Claims, and by all orders and judgments of the Court.

MORE INFORMATION

22. Where can I get more information?

The settlement website located at www._____.com allows you to submit a claim online, look up your vehicle's VIN to determine if it is a Settlement Class Vehicle, obtain Claim Forms, find a copy of the Settlement Agreement and other pertinent documents, and access more information about this Litigation and Settlement. Updates regarding the Action, including important dates and deadlines, will also be available on the website. You may also call the Settlement Claim Administrator at 1-_____ or email info@_____.com.

EXHIBIT 4

Exhibit 4, Comprised of Class
Vehicle VINs, is not filed on the
Public Docket

EXHIBIT 5

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

JULIE KIMBALL, on behalf of herself and all
others similarly situated,

Plaintiff,

v.

VOLKSWAGEN GROUP OF AMERICA,
INC., VOLKSWAGEN
AKTIENGESELLSCHAFT, AUDI
AKTIENGESELLSCHAFT and AUDI OF
AMERICA, INC.,

Defendants.

Civil Action No. 2:22-cv-04163-JKS-MAH

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

WHEREAS, pursuant to Fed. R. Civ. P. (“Rule”) 23(a), 23(b)(3), and 23(e), the parties seek entry of an order, *inter alia*, preliminarily approving the class Settlement of this Action (“Settlement”) pursuant to the terms and provisions of the Class Settlement Agreement dated January 6, 2025 with attached exhibits (“Settlement Agreement”); preliminarily certifying the Settlement Class for settlement purposes only; directing Notice to the Settlement Class pursuant to the parties’ proposed Notice Plan; preliminarily appointing the Settlement Class Representative, Settlement Class Counsel and the Claims Administrator; directing the timing and procedures for objecting to, or requesting for exclusion from, the Settlement; and scheduling any other filings and the Final Fairness Hearing; and

WHEREAS, the Court has carefully reviewed and considered the Settlement Agreement and Plaintiffs’ Unopposed Motion for Preliminary Approval;

NOW, IT IS HEREBY ORDERED THAT:

1. This Order incorporates by reference the definitions in the Settlement Agreement, and all terms used in this Order shall have the same meanings as set forth in the Settlement Agreement.

2. The Court preliminarily approves the Settlement Agreement and all of its Settlement terms as fair, reasonable and adequate under Rule 23, subject to further consideration at the Final Fairness Hearing.

3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court preliminarily certifies, for settlement purposes only, the following Settlement Class:

All persons and entities who purchased or leased, in the United States or Puerto Rico, Settlement Class Vehicles which are certain of the following model year Volkswagen and Audi brand vehicles which were distributed by Volkswagen Group of America, Inc. for sale or lease in the United States and Puerto Rico, and specifically identified by Vehicle Identification Number (“VIN”) on VIN lists that are attached as Exhibits 4A-C to the Settlement Agreement: 2008-2014 and 2015-2021 VW GTI and Golf R vehicles, 2012-2013 VW Beetle vehicles, 2009 VW Jetta Sportwagen vehicles, 2008-2013 and 2019-2024 VW Jetta Sedan and GLI vehicles, 2009-2016 VW Eos vehicles, 2008-2010 VW Passat vehicles, 2009-2017 VW CC vehicles, 2009-2018 VW Tiguan vehicles, 2015-2018 VW Golf vehicles, 2015-2019 VW Golf R vehicles, 2015-2019 VW Golf Sportwagen and Alltrack vehicles, 2019-2021 VW Arteon vehicles, 2018-2023 VW Atlas vehicles, 2020-2023 VW Atlas Cross Sport vehicles, 2008-2009 and 2015-2020 Audi A3 vehicles, 2015-2024 Audi Q3, 2009-2014 Audi A4 vehicles, 2010-2014 Audi A5 vehicles, 2013-2015 Audi A6 vehicles, 2011-2014 Audi Q5 vehicles, and 2011-2012 and 2016-2023 Audi TT vehicles. (hereinafter “Settlement Class”).

The aforesaid Settlement Class Vehicles are categorized as follows:

(1) “Generation 1 Settlement Class Vehicles” means certain of the following Settlement Class Vehicles equipped with Generation 1 EA888 Engines: certain model year 2008-2014 VW GTI and Golf R vehicles, 2012-2013 VW Beetle

vehicles, 2009 VW Jetta Sportwagen vehicles, 2008-2013 VW Jetta Sedan and GLI vehicles, 2009-2016 VW Eos vehicles, 2008-2010 VW Passat vehicles, 2009-2017 VW CC vehicles, 2009-2018 VW Tiguan vehicles, 2008-2009 Audi A3 vehicles, and 2015-2018 Audi Q3 vehicles, which were distributed by VWGoA in the United States and Puerto Rico and specifically identified by Vehicle Identification Number (“VIN”) on a VIN list that is attached as Exhibit 5A to this Agreement.

(2) “Generation 2 Settlement Class Vehicles” means certain of the following Settlement Class Vehicles equipped with Generation 2 EA888 Engines: certain model year 2009-2014 Audi A4 vehicles, 2010-2014 Audi A5 vehicles, 2013-2015 Audi A6 vehicles, 2011-2014 Audi Q5 vehicles, and 2011-2012 Audi TT vehicles, which were distributed by VWGoA in the United States and Puerto Rico and specifically identified by Vehicle Identification Number (“VIN”) on a VIN list that is attached as Exhibit 5B to this Agreement.

(3) “Generation 3 Settlement Class Vehicles” means certain of the following Settlement Class Vehicles equipped with Generation 3 EA888 Engines: certain model year 2015-2018 VW Golf vehicle, 2015-2021 VW GTI vehicles, 2015-2019 VW Golf R vehicles, 2015-2019 VW Golf Sportwagen and Alltrack vehicles, 2019-2024 VW Jetta GLI vehicles, 2019-2021 VW Arteon vehicles, 2018-2023 VW Atlas vehicles, 2020-2023 VW Atlas Cross Sport vehicles, 2015-2020 Audi A3, 2019-2024 Audi Q3 vehicles, and 2016-2023 Audi TT vehicles, which were distributed by VWGoA in the United States and Puerto Rico and specifically identified by Vehicle Identification Number (“VIN”) on a VIN list that is attached as Exhibit 5C to this Agreement

Excluded from the Settlement Class are: (a) all Judges who have presided over the Action and their spouses; (b) all current employees, officers, directors, agents and representatives of

Defendant, and their family members; (c) any affiliate, parent or subsidiary of Defendant and any entity in which Defendant has a controlling interest; (d) anyone acting as a used car dealer; (e) anyone who purchased a Settlement Class Vehicle for the purpose of commercial resale; (f) anyone who purchased a Settlement Class Vehicle with salvaged title and/or any insurance company that acquired a Settlement Class Vehicle as a result of a total loss; (g) any insurer of a Settlement Class Vehicle; (h) issuers of extended vehicle warranties and service contracts; (i) any Settlement Class Member who, prior to the date of this Agreement, settled with and released Defendant or any Released Parties from any Released Claims, and (j) any Settlement Class Member who files a timely and proper Request for Exclusion from the Settlement Class.

4. The Court preliminarily appoints Plaintiff Julie Kimball as the Settlement Class Representative.

5. The Court preliminarily appoints the law firms of Kantrowitz, Goldhamer & Graifman, P.C. and Thomas P. Sobran, P.C., collectively, as Class Counsel for the Settlement Class (“Settlement Class Counsel”).

6. The Court preliminarily appoints JND Legal Administration as the Settlement Claim Administrator (“Claim Administrator”).

7. The Court preliminarily finds, solely for purposes of the Settlement, that the Rule 23 criteria for certification of the Settlement Class exists in that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members in the Action is impracticable; (b) there are questions of law and fact common to the Settlement Class that predominate over individual questions; (c) the claims of the Settlement Class Representative are typical of the claims of the Settlement Class; (d) the Settlement Class Representative and Settlement Class Counsel have and will continue to fairly and adequately represent and protect the interests of the Settlement Class; and (e) a class action is superior to all other available methods for the fair and efficient adjudication of the controversy.

8. In addition, the Court preliminarily finds that certification of the Settlement Class is appropriate, especially when balanced against the risks and delays of further litigation, and that

the proceedings that occurred before the Parties entered into the Settlement Agreement afforded counsel the opportunity to adequately assess the claims and defenses in the Action, the relative positions, strengths, weaknesses, risks, and benefits to each Party, and as such, to negotiate a Settlement Agreement that is fair, reasonable, and adequate, and reflects those considerations.

9. The Court also preliminarily finds that the Settlement Agreement has been reached as a result of intensive arm's-length negotiations of disputed claims and that the proposed Settlement is not the result of any collusion.

10. The Court approves, and directs the implementation of, the parties' Notice Plan for dissemination of the Class Notice pursuant to the terms of the Settlement Agreement (the "Notice Plan"). The Court approves the form and content of the postcard Settlement Class Notice, the long form Class Notice, and the Claim Form (Exhibits 1, 2 and 3 to the Settlement Agreement). The Court finds that the Notice Plan, consisting of mailing of the postcard Settlement Class Notice in the manner set forth in the Settlement Agreement, as well as the establishment of a settlement website that, *inter alia*, will contain the long form Class Notice, satisfies Rule 23, due process, and constitutes the best notice practicable under the circumstances. The Notice Plan is reasonably calculated to apprise the Settlement Class of the pendency of the Action; the certification of the Settlement Class for settlement purposes only; the terms of the Settlement, its benefits and the Release of Claims; the Settlement Class Members' rights including the right to, and the deadlines and procedures for, requesting exclusion from the Settlement or objecting to the Settlement and/or Settlement Class Counsel's application for Fees and Expenses and Settlement Class representative service award; the deadline, procedures and requirements for submitting a Claim for Reimbursement pursuant to the Settlement terms; the time and place of, and right to appear at, the Final Fairness hearing; and other pertinent information about the Settlement and the Settlement Class Members' rights.

11. The Court further authorizes the Parties to make non-material modifications to the Settlement Class Notices and Claim Form prior to the Notice Date if they jointly agree that any such changes are appropriate.

12. The Claim Administrator is directed to perform all settlement administration duties set forth in, and pursuant to the terms and time periods of, the Settlement Agreement, including mailing of the CAFA Notice, implementing and maintaining the Settlement Website, implementing the Notice Plan, the processing, review and determination of timely submitted and proper Claims for Reimbursement under the Settlement terms, and the submission of any declarations and other materials to Settlement Class Counsel and the Court, as well as any other duties required under the Settlement Agreement.

13. The Departments of Motor Vehicles within the United States and its territories are ordered to provide approval to S&P Global, or any other company so retained by the parties and/or the Claim Administrator, to release the names and addresses of Settlement Class Members in the Action associated with the titles of the Vehicle Identification Numbers at issue in the Action for the purposes of disseminating the Settlement Class Notice to the Settlement Class Members. S&P Global, or any other company so retained, is ordered to license, pursuant to agreement between Defendant and S&P Global or such other company, and/or the Claim Administrator and S&P Global or such other company, the Settlement Class Members' contact information to the Claim Administrator and/or Defendant solely for the use of providing Settlement Class Notice in the Action and for no other purpose.

14. Any Settlement Class Member who wishes to be excluded from the Settlement Class must mail, by first-class mail postmarked no later than thirty (30) days after the Notice Date, a written request for exclusion ("Request for Exclusion") to each of the following: (a) the Claim Administrator at the address specified in the Class Notice; (b) Gary S. Graifman, Esq., Kantrowitz, Goldhamer & Graifman PC, 135 Chestnut Ridge Road, Suite 200, Montvale, NJ 07645 on behalf of Settlement Class Counsel; and (c) Michael B. Gallub, Esq., Shook, Hardy & Bacon L.L.P., 1 Rockefeller Plaza, Suite 2801, New York, NY 10020 on behalf of Defendant. To be effective, the Request for Exclusion must be timely and must:

- a. Include the Settlement Class Member's full name, address and telephone number;
- b. Identify the model, model year and VIN of the Settlement Class Vehicle;

- c. State that he/she/it is or was a present or former owner or lessee of a Settlement Class Vehicle; and
- d. Specifically and unambiguously state his/her/their/its desire to be excluded from the Settlement Class.

15. Any Settlement Class Member who fails to submit a timely and complete Request for Exclusion containing all of the above required information, and mailed to the proper addresses, shall remain in the Settlement Class and shall be subject to and bound by all determinations, orders and judgments in the Action concerning the Settlement, including but not limited to the Released Claims set forth in the Settlement Agreement.

16. Any Settlement Class Member who has not submitted a Request for Exclusion may object to the fairness of the Settlement Agreement and/or the requested amount of Settlement Class Counsel Fees and Expenses and/or Settlement Class Representative service award.

- a. To object, a Settlement Class Member must either: (i) file the objection, together with any supporting briefs and/or documents, with the Court in person or via the Court's electronic filing system within thirty (30) days of the Notice Date; or (ii) mail, via first-class mail postmarked within thirty (30) days of the Notice Date, the objection, together with any supporting briefs and/or documents, to each of the following: (a) the Clerk's Office of the United States District Court, District of New Jersey, Martin Luther King Jr. Federal Building and United States Courthouse, 50 Walnut Street, Newark, New Jersey 07102; (b) Gary S. Graifman, Esq., Kantrowitz, Goldhamer & Graifman PC, 135 Chestnut Ridge Road, Suite 200, Montvale, NJ 07645 on behalf of Settlement Class Counsel; and (c) Michael B. Gallub, Esq., Shook, Hardy & Bacon L.L.P., 1 Rockefeller Plaza, Suite 2801, New York, NY 10020 on behalf of Defendant.
- b. Any objecting Settlement Class Member must include the following with his/her/their/its objection: (i) the objector's full name, address, and telephone number; (ii) the model, model year and Vehicle Identification Number of the

Settlement Class Vehicle, along with proof that the objector has owned or leased the Settlement Class Vehicle (i.e., a true copy of a vehicle title or registration); (iii) a written statement of all grounds for the objection accompanied by any legal support for such objection; (iv) copies of any papers, briefs, or other documents upon which the objection is based and are pertinent to the objection; (v) the name, address and telephone number of any counsel representing said objector; (vi) a statement of whether the objecting Settlement Class Member intends to appear at the Final Fairness Hearing, either with or without counsel, and the identity(ies) of any counsel who will appear on behalf of the Settlement Class Member objection at the Final Fairness Hearing; and (vii) a list of all other objections submitted by the objector, or the objector's counsel, to any class action settlements submitted in any court in the United States in the previous five (5) years, including the full case name, the jurisdiction in which it was filed and the docket number. If the Settlement Class Member or his/her/its counsel has not objected to any other class action settlement in the United States in the previous five (5) years, he/she/they/it shall affirmatively so state in the objection.

17. Subject to the approval of the Court, any Settlement Class Member may appear, in person or by counsel, at the Final Fairness Hearing to explain why the proposed Settlement should be approved, or to speak regarding any objection that he/she/it had properly and timely filed with the Court. In order to appear, any Settlement Class Member must, no later than the objection deadline, file with the Clerk of the Court and serve upon all counsel designated in the Class Notice, a Notice of Intention to Appear at the Final Fairness Hearing. The Notice of Intention to Appear must include copies of any papers, exhibits or other evidence and the identity of all witnesses that the Settlement Class Member (or the Settlement Class Member's counsel) intends to present to the Court in connection with the Final Fairness Hearing. Any Settlement Class Member who does not provide a Notice of Intention to Appear in accordance with the deadline and other requirements

set forth in this Order and the Class Notice shall be deemed to have waived any right to appear, in person or by counsel, at the Final Fairness Hearing.

18. Any Settlement Class Member who has not properly filed a timely objection in accordance with the deadline and requirements set forth in this Order and the Class Notice shall be deemed to have waived any objections to the Settlement and any adjudication or review of the Settlement Agreement and/or its approval by appeal or otherwise.

19. In the event the Settlement is not granted final approval by the Court, or for any reason the parties fail to obtain a Final Order and Judgment as contemplated in the Settlement Agreement, or the Settlement is terminated pursuant to its terms for any reason, then the following shall apply:

- a. All orders and findings entered in connection with the Settlement shall become null and void and have no further force and effect, shall not be used or referred to for any purposes whatsoever, and shall not be admissible or discoverable in this or any other proceeding, judicial or otherwise;
- b. All of the Parties' respective pre-Settlement claims, defenses and procedural rights will be preserved, and the parties will be restored to their positions *status quo ante*;
- c. Nothing contained in this Order is, or may be construed as, any admission or concession by or against Defendant, the Released Parties, or the Plaintiff on any allegation, claim, defense, or point of fact or law in connection with this Action;
- d. Neither the Settlement terms, the existence of the Settlement itself, nor any publicly filed, available, or disseminated information regarding the Settlement, including, without limitation, the Settlement Agreement, the Class Notices, the Settlement Website, court filings, court orders, and public statements, may be used as evidence in this or any other proceeding, judicial or otherwise; and
- e. The preliminary certification of the Settlement Class pursuant to this Order shall be vacated automatically, and the Action shall proceed as though the Settlement Class had never been preliminarily certified.

20. Pending the Final Fairness Hearing and the Court’s decision whether to grant final approval of the Settlement, no Settlement Class Member, either directly, representatively, or in any other capacity (including those Settlement Class Members who filed Requests for Exclusion from the Settlement which have not yet been reviewed and approved by the Court at the Final Fairness Hearing), shall commence, prosecute, continue to prosecute, or participate in, against Defendant and/or any of the Released Parties, any action or proceeding in any court or tribunal (judicial, administrative or otherwise) asserting any of the matters, claims or causes of action that are to be released in the Settlement Agreement. Pursuant to 28 U.S.C. § 1651(a) and 2283, the Court finds that issuance of this preliminary injunction is necessary and appropriate in aid of the Court’s continuing jurisdiction and authority over the Action.

21. Pending the Final Fairness Hearing and any further determination thereof, this Court shall maintain continuing jurisdiction over these Settlement proceedings.

22. Based on the foregoing, the Court sets forth the following schedule for the Final Fairness Hearing and the actions which must precede it. If any deadline set forth in this Order falls on a weekend or federal holiday, then such deadline shall extend to the next business day. These deadlines may be extended by order of the Court, for good cause shown, without further notice to the Class. Settlement Class Members must check the Settlement Website regularly for updates and further details regarding this Settlement and any applicable deadlines and dates including any changes in the date, time and/or place of the Final Fairness Hearing:

Event	Deadline Pursuant to Settlement Agreement
Notice shall be mailed in accordance with the Notice Plan and this Order	_____ [100-days after issuance of Preliminary Approval Order]

Settlement Class Counsel’s Fee and Expense Application and request for service awards for the Plaintiff-Settlement Class Representative	_____ [115-days after issuance of Preliminary Approval Order]
Deadline for filing of any Objections to the Settlement, Settlement Class Counsel’s Fee and Expense Application, and/or the request for Settlement Class Representative service award	_____ [130 days after issuance of Preliminary Approval Order; 30-days after the Notice Date]
Deadline for Requests for Exclusion from the Settlement	_____ [130 days after issuance of Preliminary Approval Order; 30-days after the Notice Date]
Plaintiffs to file Motion for Final Approval of the Settlement	_____ [150-days after issuance of Preliminary Approval Order; 50-days after the Notice Date]
Claim Administrator shall submit a declaration to the Court (i) reporting the names of all persons and entities that submitted Requests for Exclusion; and (ii) attesting that Notice was disseminated in accordance with the Settlement Agreement and this Preliminary Approval Order.	_____ [150-days after issuance of Preliminary Approval Order; 50-days after the Notice Date]
Responses of Any Party to any Objections and/or Requests for Exclusion	_____ [165-days after issuance of Preliminary Approval Order; 65-days after the Notice Date]
Any submissions by Defendant concerning Final Approval of Settlement	_____ [165-days after issuance of Preliminary Approval Order; 65-days after the Notice Date]

Final Fairness Hearing will be held at Martin Luther King Building & U.S. Courthouse, 50 Walnut St., Newark, NJ 07102 or by video conference as determined by the Court	_____ [180-days after issuance of Preliminary Approval Order; 30-days after Plaintiffs' filing of Final Approval Motion]
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SO ORDERED:

Date: _____

Honorable Michael A. Hammer
United States Magistrate Judge