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

BEATRIZ TIJERINA, DAVID
CONCEPCIÓN, GINA APRILE,
THERESA GILLESPIE, TALINA
HENDERSON, DIANA FERRARA,
LAUREN DALY, SHANE
MCDONALD, KASEM CUROVIC,
CHRISTA CALLAHAN, ERICA
UPSHUR, JOHNNIE MOUTRA,
JENNIFER TOLBERT, DEREK
LOWE, PHILLIP HOOKS, and DELIA
MASONE, Individually and on behalf
of All Others Similarly Situated,

Plaintiffs,

vs.

VOLKSWAGEN GROUP OF
AMERICA, INC.
and VOLKSWAGEN
AKTIENGESELLSCHAFT,

Defendants.

Civil Action No. 2:21-cv-18755-BRM-
LDW

NOTICE OF MOTION

To: All Persons on ECF Service List

PLEASE TAKE NOTICE that at such date and time as the Court shall determine, Lead Plaintiffs, through their undersigned counsel, shall move, on behalf of Plaintiffs and the Class, before the Hon. Leda D. Wettre, U.S.M.J., at the United States District Court, District of New Jersey, Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Newark, NJ 07102, for entry of the proposed preliminary approval Order that, among other things, will, (1) preliminarily approve the proposed Settlement; (2) certify the proposed Settlement Class, appoint Lead Plaintiffs as Class representatives, and appoint Class Counsel for purposes of the Settlement; (3) approve the form and manner of giving notice of the proposed Settlement to the Settlement Class Members; (4) schedule a hearing to consider final approval of the Settlement; and (5) granting such other and further relief as the Court may deem just and proper.

PLEASE TAKE FURTHER NOTICE that, in support of the motion, Class Counsel will rely upon the accompanying brief in support and the Declaration of James E. Cecchi and exhibits annexed thereto.

PLEASE TAKE FURTHER NOTICE that, in accordance with the Federal Rules of Civil Procedure, a proposed form of Order is attached.

PLEASE TAKE FURTHER NOTICE that the undersigned hereby requests oral argument.

Dated: November 13, 2024

Respectfully submitted,

/s/ James E. Cecchi

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Civil Action No. 2:21-cv-18755-BRM-LDW

**MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFFS' UNOPPOSED
MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT**

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I. INTRODUCTION

Plaintiffs,¹ on behalf of themselves and all others similarly situated, by and through their counsel, respectfully move the Court for preliminary approval of the proposed Settlement set forth in the Settlement Agreement (“SA” or “Agreement”), attached to the Declaration of James E. Cecchi (“Cecchi Decl.”), at Exhibit A.

Plaintiffs, with the consent of Defendant,² request that the Court enter an Order:

- 1) granting preliminary approval of the proposed Settlement;
- 2) preliminarily certifying, for settlement purposes only and pursuant to the terms of the Agreement, the proposed Settlement Class³ for the purpose of providing notice to the members of the proposed Settlement Class;

¹ Plaintiffs are Beatriz Tijerina, David Concepcion, Gina Aprile, Theresa Gillespie, Diana Ferrara, Lauren Daly, Shane McDonald, Kasem Curovic, Christa Callahan, Erica Upshur, Johnnie Moutra, Jennifer Tolbert, Derek Lowe, Phillip Hooks, and Delia Masone (collectively, “Plaintiffs” or “Named Plaintiffs”). Talina Henderson is deceased and the parties respectfully ask the Court to approve her withdrawal as a named Plaintiff and proposed Settlement Class Representative and remove her name from the operative complaint and the Settlement Agreement *nunc pro tunc*.

² Plaintiffs and Defendant are collectively referred to as the “Parties.”

³ As set forth in the SA, Cecchi Decl., Exhibit A at § I.U, the Settlement Class is defined as “All present and former U.S. owners and lessees of Settlement Class Vehicles, as defined in § I.V. of this Agreement, purchased or leased in the United States of America or Puerto Rico.” The Agreement further defines “Settlement Class Vehicles” to mean “model year 2018-2024 Atlas vehicles, distributed by Volkswagen Group of America, Inc. for sale or lease in the United States and Puerto Rico, specifically identified by Vehicle Identification Numbers (“VIN”) on Exhibit 4 to this Agreement.” SA § I.V.

- 3) approving the form and content of the proposed Claim Form and Class Notice, and Proposed Order Granting Preliminary Approval annexed to the Agreement as Exhibits 1, 2 and 3;
- 4) directing the distribution of the Class Notice pursuant to the proposed Notice Plan;
- 5) authorizing and directing the Parties to retain JND Legal Administration as the Settlement Claims Administrator;
- 6) preliminarily appointing Carella, Byrne, Cecchi, Brody & Agnello, P.C., Seeger Weiss LLP, and Hagens Berman Sobol Shapiro LLP, as Settlement Class Counsel;
- 7) preliminarily appointing named Plaintiffs as Settlement Class Representatives; and
- 8) scheduling a date for the Final Approval Hearing not earlier than one hundred and eighty (180) days after Preliminary Approval is granted.

This Action has been vigorously contested for over three years. After extensive investigation, in-depth analysis of the factual and legal issues presented, and arm's-length negotiations with Defendant, Plaintiffs are pleased to present this Settlement, which will provide substantial relief to the Settlement Class. Class Counsel, who have significant experience litigating consumer class actions, believe that the benefits the Settlement Class Members will receive as a result of this Settlement are eminently fair, reasonable, and adequate, especially when compared to similar settlements and in light of the risks of continued litigation.

Settlement Class Members will receive both a warranty extension and the ability to claim reimbursement of certain past, paid out-of-pocket, repair costs. Volkswagen Group of America, Inc. ("VWGoA") will extend the New Vehicle Limited Warranty ("NVLW") for all Settlement Class Vehicles to cover 100% of

repair or replacement costs, by an authorized Volkswagen dealer, of a failed or malfunctioned second row seat latching mechanism diagnosed by a Volkswagen dealer, during a period of 10 years or 100,000 miles (whichever occurs first) from the Settlement Class Vehicle's In-Service date (the "Warranty Extension"). SA § II.B. The Warranty Extension is available to Settlement Class Members without the need to submit claims.

Further, Settlement Class Members are eligible to file a claim for 100% reimbursement of the cost (parts and labor) of one repair or replacement of a failed or malfunctioned second row seat latching mechanism performed by a Volkswagen authorized dealership and paid for prior to the Notice Date and within 100,000 miles from the vehicle's In-Service Date. SA § II.C.1. For repairs performed at repair facilities that are not authorized Volkswagen dealers, Settlement Class Members can be reimbursed up to \$645 for a repair or replacement of the seat latch and/or seat latch cover or up to \$1,700 for a repair or replacement of the second row seat and/or the second row seat frame. *Id.*

In addition to the foregoing benefits, VWGoA has agreed to produce an instructional video that will be publicly available on VWGoA's proprietary website, www.KnowYourVW.com, under the "Resources and Tutorials" pages for each model year Atlas vehicle in the Settlement Class. The instructional video will be present here for as long as these pages continue to exist. The instructional video will

demonstrate how to latch the second row seat in Settlement Class Vehicles properly and how to check to confirm that the second row seat has been properly latched. SA § II.A. The Class Notice and Settlement Website will each include a reference to the instructional video. Finally, Settlement Class Members who own or lease certain model year 2018-2023 Settlement Class Vehicles, produced prior to and including February 18, 2022, will receive an insert for their Owner's Manuals, to be included with the Long Form Class Notice, which contains updated warnings and instructions consistent with the current Owner's Manual for model year 2024 Settlement Class Vehicles. The updated Owner's Manual Insert will also be available on VWGoA's www.KnowYourVW.com website.

Settlement Class Members will receive these benefits now without the risks of non-recovery, non-certification, and delays in any potential recovery that would be involved in a lengthy and hard-fought litigation in which the outcome is uncertain.

II. BACKGROUND

A. THE ALLEGED DEFECT

Essentially, Plaintiffs allege that the second row seats in 2018-2024 Volkswagen Atlas model vehicles (both bench seat and captain's chairs configurations) were defectively designed in a way that could potentially cause vehicle owners to believe that their seats have been latched properly when, in fact,

they may not have been. Amended Complaint (“AC”), ECF 26, ¶¶ 45, 84, 93, 95. This means that drivers may operate their Atlas vehicles without the second row seats being properly latched in place which can result in the seats spontaneously lurching forward. *Id.* ¶¶ 1-3, 110-114. Plaintiffs further claim that Defendants knew of the alleged defect and failed to disclose it to Plaintiffs and the Settlement Class Members. *Id.* ¶¶ 15, 16, 114-141. There are 459,123 Settlement Class Vehicles. Plaintiffs assert claims sounding in breach of warranty, fraud by concealment and omission, negligent misrepresentation, unjust enrichment, and violation of various states’ consumer protection laws. Defendant denies these claims and maintained that the second row seats are not defective, function properly, and that there was no breach of warranty or violation of any applicable statute.

B. THIS ACTION

Plaintiffs filed the initial complaint on October 15, 2021, naming VWGoA and Volkswagen AG (“VWAG”) as defendants. VWGoA filed a motion to dismiss on January 14, 2022, ECF 22, and in response, Plaintiffs amended the complaint on February 25, 2022, naming Volkswagen Group of America Chattanooga Operations, LLC (“VWCOL”) as an additional defendant. ECF 26. Motion practice to dismiss the AC ensued. VWGoA filed its motion to dismiss in April 2022 (ECF 32), VWCOL filed a motion to dismiss in May 2022 (ECF 38), and VWAG filed its motion to dismiss in July 2022 (ECF 52). Plaintiffs opposed these motions.

The Court issued an opinion granting in part and denying in part the motions to dismiss on October 19, 2023. ECF 92. Defendant VWCOL was dismissed from the Action. As the vast majority of Plaintiffs' claims survived with respect to Defendants VWAG and VWGoA, Plaintiffs chose not to amend further and Defendants VWAG and VWGoA answered on January 19, 2024. ECF Nos. 100, 101.

C. INVESTIGATION OF CLAIMS AND DISCOVERY

Before filing the complaints discussed above, Plaintiffs' counsel conducted a thorough investigation into the instant claims and allegations, including working with consulting experts to understand the alleged defect. Declaration of James E. Cecchi ("Cecchi Decl."), ¶ 8. Discovery was not stayed while motions to dismiss were pending. *Id.* ¶ 9. The Court set an Initial Conference for May 24, 2022 and ordered discovery to commence. ECF Nos. 33, 42. The Parties negotiated a confidentiality order and an ESI protocol and engaged in numerous meet and confers to identify custodians, sources, and search terms. Cecchi Decl. ¶ 9. Ultimately, Defendants produced 33,552 documents containing 70,111 total pages (a number of which were in German, requiring translation) which Plaintiffs reviewed. *Id.* ¶ 11. Plaintiffs subpoenaed a third party, Adient, the manufacturer of the second row seats, and worked with liability and damages experts, in part, to understand the documentary evidence produced by Defendants and Adient. *Id.*; *see also id.* ¶¶ 8,

10. Plaintiffs attended the inspections conducted by Defendants of certain Named Plaintiffs' vehicles and additionally worked with experts to perform testing on bench and captain's chair seats from Atlas vehicles. *Id.* ¶ 12. Plaintiffs also worked with their respective clients to prepare written responses and produce documents in response to Defendants' 52 Requests for Production of Documents and 21 Interrogatories directed at each Named Plaintiff. *Id.* ¶ 9. Throughout the litigation, Class Counsel also continued to monitor the NHTSA website and other public sources for relevant updated information, and conferred extensively with their automotive expert to further refine their understanding of the alleged seat defect. *Id.* ¶ 14. Based on this accumulated knowledge, Plaintiffs developed an understanding of the nature of the alleged defect, its modes of failure, and, as is relevant to the Settlement, the kinds of benefits that should be provided and the relative strengths and weaknesses of the claims and defenses. *Id.* ¶ 13.

Towards the end of 2023, Plaintiffs completed their initial review of Defendants' documents to identify fact deponents, and were on the verge of noticing depositions when the Parties began settlement negotiations. At that point, Plaintiffs suspended further discovery to direct their efforts and resources towards settlement. *Id.* ¶ 15.

D. SETTLEMENT DISCUSSIONS

After the Parties had an opportunity to consider the Court’s rulings on the Motions to Dismiss and to review each other’s document productions, and while the Parties were fully engaged in discovery, counsel for the Parties began discussing the potential for settlement. Starting in November 2023, the Parties exchanged term sheets and negotiated vigorously and at arms’-length for over seven months to reach agreement on the terms and conditions set forth in the Settlement Agreement. The Settlement Agreement was fully executed by Plaintiffs in July 2024. *Id.* ¶ 16.

Only after the Parties reached agreement on the material terms of the Settlement did they begin discussion of reasonable attorneys’ fees, costs and class representative service awards. *Id.* ¶ 17. The Parties met over videoconference with experienced JAMS mediator Bradley Winters on September 10, 2024 and continued discussions for several days thereafter until reaching agreement on the amount of Class Counsel’s reasonable attorneys’ fees and costs to be paid by Defendant. *Id.*

III. SUMMARY OF THE SETTLEMENT

A. THE PROPOSED SETTLEMENT CLASS

As discussed below, the Settlement provides substantial benefits that are eminently fair, reasonable, and adequate, and in all respects satisfy Rule 23. The Settlement Class consists of present and former U.S. owners and lessees of Settlement Class Vehicles purchased or leased in the United States of America or Puerto Rico. SA § I.U. The Settlement Agreement further defines “Settlement Class

Vehicles” to mean “model year 2018-2024 Atlas vehicles, distributed by Volkswagen Group of America, Inc. for sale or lease in the United States and Puerto Rico, specifically identified by Vehicle Identification Numbers (“VIN”) on Exhibit 4 to the Settlement Agreement. *Id.* §I.V. There are 459,123 Settlement Class Vehicles. Cecchi Decl. ¶ 3.

B. EXTENDED WARRANTY BENEFITS

As set forth in detail in the Agreement, under the Settlement’s Warranty Extension, VWGoA will extend the original New Vehicle Limited Warranty (“NVLW”) for all Settlement Class Vehicles to cover 100% of the cost of repair or replacement, by an authorized Volkswagen dealer, of a failed or malfunctioned second row seat latching mechanism diagnosed by a Volkswagen dealer, during a period of 10 years or 100,000 miles (whichever occurs first) from the Settlement Class Vehicle’s In-Service date (the “Warranty Extension”). SA § II.B. The Warranty Extension is available to current owners and lessees of Settlement Class Vehicles without the need to submit claims.

C. MONETARY REIMBURSEMENT FOR PAST PAID REPAIRS

Settlement Class Members are also eligible to file a claim for 100% reimbursement of the cost (parts and labor) of one repair or replacement of a failed or malfunctioned second row seat latching mechanism that was performed by an authorized Volkswagen dealership and paid for prior to the Notice Date and within

100,000 miles from the vehicle's In-Service Date. SA § II.C.1. For repairs performed at repair facilities that are not authorized Volkswagen dealers, Settlement Class Members can be reimbursed up to a maximum of \$645 for a repair or replacement of the seat latch and/or seat latch cover or up to \$1,700 for a repair or replacement of the second row seat and/or the second row seat frame. *Id.*

D. ADDITIONAL IMPORTANT NON-MONETARY BENEFITS

In addition to the foregoing benefits, VWGoA agreed to produce an instructional video that will be publicly available on VWGoA's website, www.KnowYourVW.com, demonstrating how to latch the second row seat in Settlement Class Vehicles properly and how to check to confirm that the second row seat has been properly latched. SA § II.A. VWGoA will refer Settlement Class Members to the instructional video in the Class Notice, SA Ex. 2, and on the Settlement Website.

Furthermore, Settlement Class Members who currently own or lease certain model year 2018-2023 Settlement Class Vehicles, produced prior to and including February 18, 2022, will receive an updated insert for their Owner's Manuals, to be included with the Class Notice and also available on www.KnowYourVW.com, which contains the updated warnings and instructions of the current Owner's Manual for model year 2024 Settlement Class Vehicles. Approximately 384,616 Settlement Class Members will receive the updated Owner's Manual Insert.

E. NOTIFICATION TO SETTLEMENT CLASS MEMBERS

The Settlement Agreement includes a comprehensive Notice Plan, to be paid for by Defendant. SA § IV(A) & V. Long Form Class Notice, in a form substantially similar to the one in SA Ex. 2, will be mailed to Settlement Class Members via first class mail no later than 100 days after entry of the Court's Order preliminarily approving this proposed Settlement. The Long Form Class Notice will also include the updated Owner's Manual Insert for the 384,616 Settlement Class Members who are to be provided the updated Insert. Settlement Class Members will be located based on the Settlement Class Vehicles' VIN (vehicle identification) numbers and using the services of S&P Global or an equivalent company like Experian. These established services obtain vehicle ownership histories through state DMV title and registration records, thereby identifying the names and addresses of record of the Settlement Class Members. The Settlement Claim Administrator will then compare the obtained addresses to information in the National Change of Address database to confirm that addresses for mailing are the most current addresses possible. In addition, after the Class Notice is mailed, for any individual mailed Notice that is returned as undeliverable, the Claim Administrator will re-mail to any provided forwarding address, and for any undeliverable notice packets where no forwarding address is provided, the Claim Administrator will perform an advanced address search (e.g., a skip trace) and re-mail any undeliverable Class Notice packets to any new and current

addresses that are found. SA § V.C.

The Claim Administrator will also provide email notice to those Settlement Class Members for whom an email address is available from VWGoA's records, to the extent providing such information is not restricted by agreement, customer request, and/or privacy or confidentiality laws, rules or Company internal policy. SA § V.C.1.

In addition to the Notice mailing and emailing, the Claim Administrator will, with input from counsel for both Parties, establish a dedicated Settlement Website that will include: (1) instructions on how to submit a Claim for reimbursement by online submission and by mail; (2) details regarding the lawsuit, the Settlement and its benefits, and the Class Members' rights; (3) instructions on how to contact the Claim Administrator, defense Counsel, and/or Settlement Class Counsel for assistance; (4) a copy of the Claim Form, Class Notice, the Settlement Agreement, the Preliminary Approval Order, the motion for Final Approval, Class Counsel's Fee and Expenses Application; (5) the deadlines and required procedures for any objections, requests for exclusion, and submission or mailing of claims; (6) the date, place and time of the Final Fairness Hearing; (7) answers to Frequently Asked Questions (FAQs); and (8) any other relevant information agreed upon by counsel for the Parties. SA § V.C.6.

The Settlement Agreement accounts for Settlement Class Members who wish to exclude themselves or object. Any Settlement Class Member who wishes to be

excluded must submit a Request for Exclusion postmarked no later than forty-five (45) days after the Notice Date. SA § VI.B.

A Settlement Class Member who intends to object to the Settlement and/or to Class Counsel's Fee and Expense Application must, by forty-five (45) days after the Notice Date (1) file any such objection and supporting papers in person at the Clerk's Office or through the Court's electronic filing system, or (2) mail the objection and any supporting papers to the Court, counsel for the Parties, and the Claim Administrator postmarked no later than that deadline. SA § VI.A.

F. REASONABLE CLASS COUNSEL FEES/EXPENSES AND SETTLEMENT CLASS REPRESENTATIVE SERVICE AWARDS

After the Parties reached an agreement on the material terms of this Settlement, the Parties began to discuss the issue of reasonable Class Counsel Fees and Expenses and Class Representative service awards. As a result of adversarial arm's length negotiations, the Parties agreed that Plaintiffs' Counsel may apply to the Court for a combined collective award of attorneys' fees, costs and expenses ("Class Counsel Fees and Expenses") in an amount up to \$4,000,000. SA § IX.C.1. The award of Class Counsel Fees and Expenses is separate from, and shall not reduce or in any way affect, any benefits available to the Settlement Class pursuant to the Agreement. *Id.* Further, Plaintiffs' Counsel may also apply to the Court for a reasonable service award of up to, but not exceeding, \$2,500 for each of the Named

Plaintiffs/Settlement Class Representatives, also to be paid separately by VWGoA.
Id. § IX.C.2-4.

G. THE RELEASE

Settlement Class Members who do not timely exclude themselves will be bound by the Release applicable to all Released Claims which arise from or in any way relate to the second row seat latching mechanism of Settlement Class Vehicles and their associated parts including all claims that were or could have been brought in the Action. SA § I.S. Released Claims will not, however, include claims for personal injuries or property damage (other than damage to the Settlement Class Vehicle related to the second row seat latching mechanism). *Id.*

H. PROPOSED SCHEDULE FOLLOWING PRELIMINARY APPROVAL

Plaintiffs, with the consent of Defendant, propose that along with granting preliminary approval of the Agreement, the Court adopt the schedule set forth below in its proposed Preliminary Approval Order, SA Ex. 3, to allow the Parties to effectuate the various steps in the settlement approval process under the Agreement.

Event	Deadline Pursuant to Settlement Agreement
Class Notice shall be mailed/e-mailed in accordance with the Notice Plan and this Order	100 days after issuance of Preliminary Approval Order
Class Counsel's Fee and Expense Application and request for service awards for the Plaintiffs	124 days after issuance of Preliminary Approval Order

Plaintiffs to file Motion for Final Approval of the Settlement	150 days after issuance of Preliminary Approval Order; 50 days after Notice Date
Deadline for Objections to the Settlement, Class Counsel’s Fee and Expense Application, and/or the requested service awards	145 days after issuance of Preliminary Approval Order; 45 days after Notice Date
Deadline for Requests for Exclusion from the Settlement	145 days after issuance of Preliminary Approval Order; 45 days after 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 Notice Date
Any submissions by Defendant concerning Final Approval of Settlement	165 days after issuance of Preliminary Approval Order; 65 days after Notice Date
Final Fairness Hearing	180 days after issuance of Preliminary Approval Order; 30 days after Plaintiffs’ filing of Final Approval Motion

IV. PRELIMINARY APPROVAL OF THE SETTLEMENT IS WARRANTED

A. THE STANDARD AND PROCEDURES FOR GRANTING PRELIMINARY APPROVAL

Plaintiffs present this Settlement to the Court for its review under Rule 23(e), which provides that the Court must direct notice regarding the Settlement in a reasonable manner and may approve a class-action settlement after a hearing and upon finding that the settlement is “fair, reasonable and adequate.” Fed. R. Civ. P. 23(e)(2). “Review of a proposed class action settlement is a two-step process: (1) preliminary approval, and (2) a subsequent fairness hearing.” *Smith v. Merck & Co.*,

2019 WL 3281609, at *4 (D.N.J. July 19, 2019). “[P]reliminary approval is not binding and is granted unless the proposed settlement is obviously deficient.” *Kress v. Fulton Bank, N.A.*, 2021 WL 9031639, at *9 (D.N.J. Sept. 17, 2021), *report and recommendation adopted*, 2022 WL 2357296 (D.N.J. June 30, 2022).

Courts within this Circuit have a “strong judicial policy in favor of class action settlement.” *Ehrheart v. Verizon Wireless*, 609 F.3d 590, 593-95 (3d Cir. 2010); *see also Ortho-Clinical Diagnostics, Inc. v. Fulcrum Clinical Lab’ys, Inc.*, 2023 WL 3983877, at *3 (D.N.J. June 13, 2023) (“in New Jersey, there is a strong public policy in favor of settlements. . . . Courts, therefore, will ‘strain to give effect to the terms of a settlement whenever possible.’” (citations omitted)). “Settlement agreements are to be encouraged because they promote the amicable resolution of disputes and lighten the increasing load of litigation faced by the federal courts.” *Ehrheart*, 609 F.3d at 594. Settlement is particularly favored “in ‘class actions and other complex cases where substantial judicial resources can be conserved by avoiding formal litigation.’” *Id.* (quoting *In re Gen. Motors Corp. Pick-Up Truck Fuel Tank Prod. Liab. Litig.*, 55 F.3d 768, 784 (3d Cir. 1995)).⁴ As such, courts are “hesitant to undo

⁴ *See also In re Google Inc. Cookie Placement Consumer Privacy Litig.*, 934 F.3d 316, 326 (3d Cir. 2019) (for motions seeking approval of class settlements, “we favor the parties reaching an amicable agreement” and should not “intrude overly on the parties’ hard-fought bargain[,]” but also, “[a]t the same time, [a] district court has an obligation as a fiduciary for absent class members to examine the proposed settlement with care”).

an agreement that has resolved a hard-fought, multi-year litigation,” such as this one. *In re Baby Prod. Antitrust Litig.*, 708 F.3d 163, 175 (3d Cir. 2013). “The decision of whether to approve a proposed settlement of a class action is left to the sound discretion of the district court.” *Girsh v. Jepson*, 521 F.2d 153, 156 (3d Cir. 1975).

Amendments to Rule 23 that took effect on December 1, 2018, clarified the standards that guide a district court’s preliminary review of a proposed settlement. As amended, Rule 23(e)(1)(B)(i)-(ii) now provides that in granting preliminary approval, the court must be satisfied that it “will likely be able to (i) approve the proposal under Rule 23(e)(2); and (ii) certify the class for purposes of judgment on the proposal.” Fed. R. Civ. P. 23(e)(1)(B); *see also* Fed. R. Civ. P. 23 Advisory Committee Note on 2018 Amendment to Subdivision (c)(2); *Maverick Neutral Levered Fund, Ltd. v. Valeant Pharms. Int’l, Inc.*, 2021 WL 7872087, at *5 (D.N.J. Jan. 26, 2021) (“Thus, in connection with an order preliminarily granting approval of a class action settlement, the Court is not certifying the class at the preliminary approval stage, but rather, is making a preliminary determination that it will likely be able to certify the class at the final approval stage.”) (citation omitted). If these requirements are satisfied, then notice of the proposed settlement will be disseminated to the class. Fed. R. Civ. P. 23(e)(1).

With respect to the first showing required under Rule 23(e)(2) courts now consider the following factors in determining whether a proposed settlement is fair, reasonable, and adequate:

- (A) whether the class representatives and class counsel have adequately represented the class;
- (B) whether the proposed settlement was negotiated at arm's length;
- (C) whether the relief provided for the class is adequate, taking into account:
 - (i) the costs, risks, and delay of trial and appeal;
 - (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class member claims;
 - (iii) the terms of any proposed award of attorneys' fees, including timing of payment; and
 - (iv) any agreement required to be identified under Rule 23(e)(3); and
- (D) whether the proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2).

Factors (A) and (B) “identify matters . . . described as procedural concerns, looking to the conduct of the litigation and of the negotiations leading up to the proposed settlement,” while factors (C) and (D) “focus on . . . a substantive review of the terms of the proposed settlement” (*i.e.*, “[t]he relief that the settlement is expected to provide to class members”). Advisory Committee Notes to 2018 Amendments (324 F.R.D. 904, at 919).

These factors are not, however, exclusive. The four factors set forth in Rule 23(e)(2) are not intended to “displace” any factor previously adopted by the courts, but “rather to focus the court and the lawyers on the core concerns of procedure and

substance that should guide the decision whether to approve the proposal.” *Id.* at 918. For this reason, the traditional factors that are utilized by courts in the Third Circuit—known as the “*Girsh* factors”—to evaluate the propriety of a class-action settlement (certain of which overlap with Rule 23(e)(2)) are still relevant:

(1) the complexity, expense and likely duration of the litigation; (2) the reaction of the class to the settlement;⁵ (3) stage of the proceedings and the amount of discovery completed; (4) risks of establishing liability; (5) risks of establishing damages; (6) risks of maintaining the class action through the trial; (7) ability of the defendants to withstand a greater judgment; (8) the range of reasonableness of the settlement fund in light of the best possible recovery; and (9) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation.

Singleton v. First Student Mgmt. LLC, 2014 WL 3865853, at *5 (D.N.J. Aug. 6, 2014) (citing *Girsh*, 521 F.2d 153); *In re AT&T Corp. Sec. Litig.*, 455 F.3d 160, 164-65 (3d Cir. 2006) (same). The *Girsh* factors “are a guide and the absence of one or more does not automatically render the settlement unfair.” *In re Schering-Plough/Merck Merger Litig.*, 2010 WL 1257722, at *5 (D.N.J. Mar. 26, 2010).

B. RULE 23(E)(2) FACTORS

Each of the Rule 23(e)(2) factors is “likely” to be satisfied here:

1. Rule 23(e)(2)(A) – Whether Plaintiffs and Plaintiffs’ Counsel “have adequately represented the class.”

⁵ Because notice to the Settlement Class has not yet been issued, this factor cannot yet be assessed. The Named Plaintiffs, however, support the Settlement.

Rule 23(e)(2)(A) and (B) look “to the conduct of the litigation” and “the negotiations leading up to the proposed settlement.” Fed. R. Civ. P. 23(e)(2) advisory comm.’s notes to 2018 amendment. The “focus at this point is on the actual performance of counsel” for the class, and courts may consider “the nature and amount of discovery,” the “conduct of the negotiations,” the “involvement of a neutral . . . mediator,” and other factors. *Id.* A key goal is to determine whether counsel “had an adequate information base.” *Id.*

Here, this factor is clearly satisfied. Prior to reaching settlement, Class Counsel performed extensive investigation into the subject vehicles and alleged defect, interviewed Plaintiffs and potential plaintiffs concerning their experiences, and spent extensive time and resources over the last three years briefing the substantive issues through Defendants’ motions to dismiss, reviewing Defendants’ substantial document productions, and working with experts. Proposed Class Counsel also have significant experience as class counsel in these types of automotive class actions. *See* Cecchi Decl., Exs B-D (firm resumes). In retaining Proposed Class Counsel, “Plaintiffs have employed counsel who are qualified and experienced in complex class litigation and who have resources, zeal, and a successful record in class cases.” *In re Mercedes-Benz Emissions Litig.*, 2021 WL 7833193, at *9 (D.N.J. Aug. 2, 2021).

Further, as evidenced by the typicality and commonality considerations and adequacy of representation element discussed below, the interests of the Named Plaintiffs and the Settlement Class Members are aligned and there are no apparent conflicts of interest. Proposed Class Counsel and the Plaintiffs have adequately represented the interests of the class.

2. Rule 23(e)(2)(B) – Whether the settlement “was negotiated at arm’s length.”

This factor is satisfied where, as here, the Parties reach settlement after seven-months-long vigorous, arm’s-length negotiations. *See* Section II.D *supra*; *see also Weiss v. Mercedes-Benz of N. Am.*, 899 F. Supp. 1297, 1301 (D.N.J. 1995) (approving settlement as “result of an arm’s length negotiation between two very capable parties” where “Mercedes was prepared to contest this class action vigorously”).

It is also Class Counsel’s experienced opinion that, given the alternative of long and complex litigation and the risks involved in such litigation, including a trial on the merits and the possibility of later appellate litigation, the availability of prompt benefits under the Settlement is meaningful, timely, highly beneficial to, and in the best interests of, the Settlement Class Members. *See In re Ins. Brokerage Antitrust Litig.*, 579 F.3d 241, 259 (3d Cir. 2009) (noting fact that settlement would

eliminate delay and expenses and provide immediate benefit to settlement class strongly militates in favor of settlement approval).

Class Counsel also negotiated the Settlement to ensure it meets all requirements of Rule 23 and provides an administrative process to assure Settlement Class Members receive equal and sufficient due process. After reaching an agreement in principle, several months of additional arm's-length negotiations, involving meetings, correspondence, and the exchange of numerous iterations of draft agreements, were necessary for the Parties to come to an agreement regarding the Settlement terms and to draft and execute the formal Settlement Agreement.

Through the course of negotiations, Settlement Class Members were represented by counsel with considerable experience (and success) in prosecuting class actions and well-versed in the issues and how to evaluate the claims. Class Counsel's approval of the Settlement should weigh in favor of the Settlement's fairness. *Varacallo v. Mass. Mut. Life Ins. Co.*, 226 F.R.D. 207, 240 (D.N.J. 2005) (“[T]he Court puts credence in the fact that Class Counsel consider the Proposed Settlement to be fair, reasonable and adequate.”).

3. Rule 23(e)(2)(C)(i) – Whether the relief “is adequate, taking into account the costs, risks, and delay of trial and appeal.”

Rule 23(e)(2)(C)(i)⁶ overlaps significantly with *Girsh* (e.g., factors 1, 4-9); both sets of factors advise the Court to consider the adequacy of the settlement relief given the costs, risks, and delay that trial and appeal would inevitably impose. *Compare* Fed. R. Civ. P. 23(e)(2)(C)(i), with *Girsh*, 521 F.2d at 157. Thus, the *Girsh* factors, analyzed below, inform the Rule 23(e)(2)(C)(i) inquiry.

Here, the Settlement clearly satisfies this factor. The fairness, reasonableness, and adequacy of this Settlement is apparent, and in addition, it compares favorably to similar, recently approved automotive class action settlements in this District. *See, e.g., Gray v. BMW of N. Am., LLC*, 2017 WL 3638771, at *1, (D.N.J. Aug. 24, 2017) (granting final approval of settlement for malfunctioning convertible tops with reimbursement of documented out-of-pocket expenses, extension of warranty to 1 year, unlimited mileage from repair, and installation of software update); *Yaeger v. Subaru of Am., Inc.*, 2016 WL 4541861, at *3-4 (D.N.J. Aug. 31, 2016) (granting final approval of settlement for excessive oil consumption by warranty extension and reimbursement for out-of-pocket repairs subject to proof); *Henderson v. Volvo Cars of N. Am., LLC*, 2013 WL 1192479, at *2 (D.N.J. Mar. 22, 2013) (granting

⁶ This factor “balances the ‘relief that the settlement is expected to provide to class members against the cost and risk involved in pursuing a litigated outcome.’” *Hall v. Accolade, Inc.*, 2019 WL 3996621, at *4 (E.D. Pa. Aug. 23, 2019) (quoting Fed. R. Civ. P. 23 Advisory Committee Notes (Dec. 1, 2018)). Such analysis “cannot be done with arithmetic accuracy, but it can provide a benchmark for comparison with the settlement figure.” *Id.* (internal quotation omitted).

final approval of settlement for transmission repair or replacements with 50% reimbursement for new and certified pre-owned vehicles with failures prior to 100,000, and 25% reimbursement for used vehicles that were not certified pre-owned); *Alin v. Honda Motor Co.*, 2012 WL 8751045, at *2-3 (D.N.J. Apr. 13, 2012) (granting final approval of settlement for air conditioning system defects with sliding scale of reimbursements for repair costs depending on length of time and/or mileage on class vehicles) *appeal dismissed* (3d Cir. May 18, 2012); *Careccio v. BMW of N. Am., LLC*, 2010 WL 1752347, at *2-3 (D.N.J. Apr. 29, 2010) (granting final approval of settlement for defective tires with sliding scale of reimbursement for replacement tires and labor).

Against this, Defendants have vigorously denied liability from the outset. The briefing on Defendants' motions to dismiss shows the various risks and complexity of the claims at issue. *See, e.g.*, ECF Nos. 32, 38, 45, 50, 51, 52, 61, 69. As shown therein, Defendants have raised myriad avenues of attack, which Defendants will continue to pursue at summary judgment or at trial. While Plaintiffs believe in the validity of their claims, Defendants are represented by capable and very experienced counsel, and the risks to the Settlement Class of non-recovery or substantially reduced recovery are real.

And while the Settlement avoids any argument regarding certification of the Settlement Class, Plaintiffs would likely have faced considerable risks obtaining

class certification if litigation proceeds. *See, e.g., Neale v. Volvo Cars of N. Am., LLC*, 2017 WL 6055774, at *1 (D.N.J. Dec. 6, 2017) (denying, without prejudice, motion for class certification in an alleged automobile defect case); *Haag v. Hyundai Motor Am.*, 330 F.R.D. 127, 133 (W.D.N.Y. 2019) (finding that common issues did not predominate in automobile defect class action, as “there is no basis for the Court to infer that a reasonable consumer—let alone an entire class of consumers—would have demanded a lower purchase or lease price if they were informed that they might have to perform [auto part] replacement and maintenance . . . earlier than they otherwise expected.”).

To prevail, Plaintiffs would have had to withstand any renewed motions for dismissal, summary judgment, overcome the numerous defenses to the claims, obtain class certification, likely defend a certification order on appeal under Rule 23(f), survive inevitable motions for decertification, and prevail at trial and any subsequent appeal—the results of which are uncertain. By comparison, the proposed settlement provides certain, timely, and substantial benefits to the Settlement Class, and does so right now. *See, e.g., In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 459 (9th Cir. 2000) (“difficulties in proving the case” favored settlement approval).

And the risk of failure was significant: the U.S. Supreme Court’s decisions in cases like *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338 (2011), and *Comcast Corp. v. Behrend*, 469 U.S. 27 (2013), have increased the effort and expense required to

succeed in class actions such as this one, because defendants are more likely to challenge certification and less likely to settle.⁷ Attorneys must therefore engage in more pre-complaint work and extensive fact discovery in the litigation. *See* Lamm, Katherine E., WORK IN PROGRESS: CIVIL RIGHTS CLASS ACTIONS AFTER WAL-MART V. DUKES, 50 HARV. C.R.-C.L.L. REV. 1534, 165-67 (2015) (“*Dukes* subjects plaintiffs to heightened scrutiny at class certification consistent with a broader trend of forcing litigants to bring more to the table in order to get to trial, including an increased burden of pleading and procedural hurdles throughout the pretrial process”).

In contrast to the risks, uncertainty and delays attendant to continued litigation, this settlement “provides a significant, easy-to-obtain benefit to class members” in the form of a warranty extension, a cash reimbursement for a past paid covered repair if a valid and timely claim is submitted, an instructional video on VWGoA’s website showing how to properly latch the second row seats, and an

⁷ *See, e.g.*, Sean Farhang, SUPREME COURT OVERSIGHT OF THE FEDERAL RULES: A PRINCIPAL-AGENT PROBLEM?, 72 DePaul L. Rev. 363, 394 n.38 (2023) (“*Wal-Mart* is widely regarded as making commonality more difficult to satisfy, and *Comcast* is typically seen as taking a restrictive approach to predominance.”); Spencer, A. Benjamin, CLASS ACTIONS, HEIGHTENED COMMONALITY, AND DECLINING ACCESS TO JUSTICE, 93 B.U.L. Rev. 441, 442 (Mar. 2013) (“an unfortunate consequence of [] *Dukes*...will be the enlivening of challenges to class certifications that would otherwise never have been imagined.”).

Owner’s Manual Insert with updated warnings and instructions for current owners/lessees of certain Settlement Class Vehicles. *In re Haier Freezer Consumer Litig.*, 2013 WL 2237890, at *4 (N.D. Cal. May 21, 2013); *see also Ebarle v. Lifelock, Inc.*, 2016 WL 234364, at *8 (N.D. Cal. Jan. 20, 2016) (settlement that provides immediate benefits to class members has value compared to risk and uncertainty of continued litigation).

i. The Stage of the Proceedings and the Amount of Discovery Completed Support the Settlement.

The relevant inquiry under the third *Girsh* factor is “whether Plaintiffs had an ‘adequate appreciation of the merits of the case before negotiating’ settlement.” *In re Wilmington Tr. Sec. Litig.*, 2018 WL 6046452, at *5 (D. Del. Nov. 19, 2018). Here, where Defendants produced a substantial number of documents that Plaintiffs thoroughly reviewed and analyzed with the assistance of their experts, and where the Parties engaged in significant motion practice, Plaintiffs were adequately informed of the relative strengths and weaknesses of their case. *See In re Processed Egg Prod. Antitrust Litig.*, 284 F.R.D. 249, 270-71 (E.D. Pa. 2012); *see also Vaccaro v. New Source Energy Partners L.P.*, 2017 WL 6398636, at *5 (S.D.N.Y. Dec. 14, 2017).

ii. Plaintiffs Faced Risks on the Merits.

The fourth, fifth, and sixth *Girsh* factors—the risks of establishing liability, establishing damages, and maintaining the class action through the trial—also support approval. Class-action cases, like all complex litigation against companies ably represented by teams of talented defense counsel, carry inherent risks. *See Lazy Oil, Co. v. Witco Corp.*, 95 F. Supp. 2d 290, 337 (W.D. Pa. 1997) (noting that “[h]ere, as in every case, Plaintiffs face the general risk that they may lose at trial, since no one can predict the way in which a jury will resolve disputed issues”), *aff’d*, 166 F.3d 581 (3d Cir. 1999). Plaintiffs believe their claims to be meritorious, but with neither class certification nor summary judgment decided as yet, not to mention the vagaries of trial and post-trial proceedings, it would be unreasonable to assert that no risks exist in proceeding further against Defendants. If the parties had been unable to resolve this case through Settlement, the litigation would likely have been protracted and costly. The parties would have briefed, and the Court would have had to decide, a motion for class certification, along with potential appeal, motions for summary judgment, FRE 702 and other pre-trial motions, and trial-related motions

Yet, as we have demonstrated, the Settlement herein provides substantial benefits to the Settlement Class and mitigates those risks, as well as the substantial delays and expense attendant to continued litigation.

iii. The Settlement Amount Is Within the Range of Reasonableness in Light of the Best Possible Recovery and Attendant Risks of Litigation.

The seventh, eighth, and ninth *Girsh* factors—the ability of the Defendant to withstand a greater judgment, and the range of reasonableness of the settlement given the best possible recovery and considering all the attendant risks of litigation—support approval. *City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 455 (2d Cir. 1974) (“The fact that a proposed settlement may amount to a fraction of the potential recovery does not, in and of itself, mean that the proposed settlement is grossly inadequate and should be disapproved.”) The Settlement provides significant benefits to the Settlement Class which are fair, reasonable, and adequate, and clearly merits preliminary approval especially when balanced against the risks and potential benefits of continued litigation that could result in no recovery at all, and/or substantially reduced and delayed recovery.

4. Rule 23(e)(2)(C)(ii) – Effectiveness of the “proposed method of distributing relief” and “the method of processing class-member claims.”

Under this factor, the Court “scrutinize[s] the method of claims processing to ensure that it facilitates filing legitimate claims” and “should be alert to whether the claims process is unduly demanding.” Fed. R. Civ. P. 23 advisory comm.’s notes to 2018 amendment. This factor is satisfied because the claims will be reviewed for completeness and compliance with the Settlement’s terms, and payments distributed

to Settlement Class Members with valid claims, by an experienced and respected third part Claim Administrator, JND Legal Administration. JND will also provide Class Notice which clearly describes the process for Settlement Class Members to submit claims, including instructions regarding the necessary proof requirements for a valid claim. *See Hall*, 2019 WL 3996621, at *5.

5. Rule 23(e)(2)(C)(iii) – The terms and timing of any proposed attorney’s fee award.

This factor recognizes that “[e]xamination of the attorney-fee provisions may also be valuable in assessing the fairness of the proposed settlement.” Fed. R. Civ. P. 23, advisory comm.’s notes to 2018 amendment. First, as discussed above, the issue of reasonable attorneys’ fees was not discussed until after the Parties reached agreement on the terms of the Settlement, and even then, were the subject of vigorous arm’s-length negotiations with the use of an experienced mediator. The proposed order submitted herewith provides for Plaintiffs to file their motion for attorneys’ fees and expenses before the expiration of the objection period. Importantly, the fee and expense award will be paid separately by VWGoA from any class benefits and does not deduct from the class relief. Plaintiffs will separately brief the fairness and reasonableness of the requested attorneys’ fees under the Third

Circuit's Gunter factors. *See, e.g., Tumpa v. IOC-PA, LLC*, 2021 WL 62144, *10-12 (W.D. Pa. Jan. 7, 2021).

6. Rule 23(e)(2)(C)(iv) – Any agreement required to be identified under Rule 23(e)(3).

Rule 23(e)(3) requires settling parties to “file a statement identifying any agreement made in connection with the proposal.” There are no agreements other than the Settlement Agreement.

7. Rule 23(e)(2)(D) – Whether the settlement treats class members equitably relative to each other.

This factor seeks to prevent the “inequitable treatment of some class members *vis-a-vis* others.” Fed. R. Civ. P. 23, advisory comm.’s notes to 2018 amendment. Here, this factor is satisfied because, as discussed above, each current owner/lessee of a Settlement Class Vehicle is entitled to the same warranty extension, and any current or former owner/lessee can be reimbursed for actual and unreimbursed out of pocket costs associated with past paid qualifying repairs. To provide instruction on the correct seat latching technique, all Settlement Class Members will be apprised of, and referred to, the instructional video permanently featured on Volkswagen’s website. And, those Settlement Class Members whose Vehicles were equipped with older Owner’s Manuals will receive updated versions of the page that describes the proper second row seat latching instructions and the warnings.

The Settlement does offer each of the named Plaintiffs, subject to the Court’s approval, a reasonable Service Award of \$2,500 that recognizes the important contributions they made to the prosecution of the action. Because of their efforts and willingness to become involved in this action, hundreds of thousands of absent Settlement Class Members will receive significant benefits from the Settlement. “[S]ubstantial authority exists for the payment of an incentive award to the named plaintiff.”⁸ *Smith v. Prof'l Billing & Mgmt. Servs., Inc.*, at *3 2007 WL 4191749 (D.N.J. Nov. 21, 2007)(citing *Varacallo v. Mass. Mut. Life Ins. Co.*, 226 F.R.D. 207, 257 (D.N.J. 2005)). In addition, the proposed Service Award is in line with awards that have been approved in this Circuit. *See, e.g., Weissman v. Philip C. Gutworth, P.A.*, 2015 WL 333465, at *4 (D.N.J. Jan. 23, 2015) (\$2,500 service award); *Henderson*, 2013 WL 1192479, at *19 (\$6,000 and \$5,000 service awards); *Alin*, 2012 WL 8751045, at *16-17 (\$2,500 and \$12,500 service awards); *Moore v. Comcast Corp.*, 2011 WL 238821, at *6 (E.D. Pa. Jan. 24, 2011) (\$10,000 service award); *Careccio*, 2010 WL 1752347, at *7 (\$5,000 and \$3,500 service awards); *In re Am. Inv'rs Life Ins. Co. Annuity Mktg. & Sales Practices Litig.*, 263 F.R.D. 226, 245 (E.D. Pa. 2009) (incentive awards up to \$10,500).

⁸ Courts generally defer assessment of service awards until the final approval stage. *Hardy v. Embark Tech., Inc.*, 2023 WL 6276728, at *8 (N.D. Cal. Sept. 26, 2023); *Hale v. Manna Pro Prods., LLC*, 2020 WL 3642490, at *12 (E.D. Cal. July 6, 2020).

In sum, as discussed above, the Court “will likely be able to . . . approve the proposal under Rule 23(e)(2).” Fed. R. Civ. P. 23(e)(1)(B)(i).

C. THE COURT WILL BE ABLE TO CERTIFY THE CLASS FOR PURPOSES OF SETTLEMENT

When a class has not been certified before settlement, the Court considers whether “it likely will be able, after the final hearing, to certify the class.” Fed. R. Civ. P. 23(e)(1) advisory committee’s note to 2018 amendment; *see In re Payment Card Interchange Fee*, 330 F.R.D. 11, 50 (E.D.N.Y. 2019). As discussed below, the Court will likely be able to certify the proposed Settlement Class in connection with final approval, and since the class is being certified in the context of a settlement, there are no “manageability” concerns as may exist if the case were litigated. *Amchem Prods. v. Windsor*, 521 U.S. 591, 620 (1997); *In re Merck & Co., Inc. Vytorin Erisa Litigation*, 2010 WL 547613, *5 (D.N.J. Feb. 9, 2010) (citing *In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 519 (3d Cir. 2004).

1. RULE 23(a) IS SATISFIED

The four requirements of Rule 23(a), numerosity, commonality, typicality and adequacy, are met.

a. The Settlement Class Members Are Too Numerous to Be Joined.

For certification of a class to be appropriate, its members must be so numerous that their joinder would be “impracticable.” Fed. R. Civ. P. 23(a)(1). There are

459,123 Settlement Class Vehicles. Numerosity, therefore, is readily satisfied. *See, e.g., Marcus v. BMW of N. Am., LLC*, 687 F.3d 583, 595 (3d Cir. 2012) (noting that classes exceeding 40 are sufficiently numerous).

b. There Are Common Questions of Law and Fact.

Rule 23 next requires common questions of law or fact. Fed. R. Civ. P. 23(a)(2). “Meeting this requirement is easy enough,” *In re NFL Players Concussion Injury Litig.*, 821 F.3d at 427, as commonality is satisfied if “the named plaintiffs share at least one question of fact or law with the grievances of the prospective class.” *Id.* at 426-27 (quoting *Rodriguez v. Nat’l City Bank*, 726 F.3d 372, 382 (3d Cir. 2013)). The common questions in this case include, but are not limited to, whether the second row seat latching mechanism was defective, whether Defendants had knowledge of the alleged defect (and if so, when), and whether Defendants had a legal duty to disclose the alleged defect. These questions are common to the settlement class, capable of class-wide resolution, and “will resolve an issue that is central to the validity of each one of the claims in one stroke.” *Id.* at 427 (quoting *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 350 (2011)). Thus, the commonality requirement is met. *See Henderson*, 2013 WL 1192479, at *4 (D.N.J. Mar. 22, 2013).

c. Plaintiffs’ Claims Are Typical of the Class.

“Typicality ensures the interests of the class and the class representatives are aligned ‘so that the latter will work to benefit the entire class through the pursuit of

their own goals.” *Newton v. Merrill Lynch, Pierce, Fenner & Smith, Inc.*, 259 F.3d 154, 182-83 (3d Cir. 2001) (quoting *Baby Neal v. Casey*, 43 F.3d 48, 57 (3d Cir. 1994)). Typicality does not require that every class member “share identical claims,” *id.*, but only that “class members’ claims arise from the same course of events and each class member makes similar legal arguments to prove the defendant’s liability,” *Atis v. Freedom Mortg. Corp.*, 2018 WL 5801544, at *7 (D.N.J. Nov. 6, 2018).

In this case, Plaintiffs and Settlement Class Members have the same types of claims stemming from the same allegedly defective product. Typicality, therefore, is established. *See In re NFL Players Concussion Injury Litig.*, 821 F.3d at 428 (holding typicality met where plaintiffs “seek recovery under the same legal theories for the same wrongful conduct as the [classes] they represent”).

d. Plaintiffs and Proposed Class Counsel Will Fairly and Adequately Protect the Interests of the Class.

Two questions are relevant to adequacy of representation under Rule 23(a)(4): “(1) whether Plaintiffs’ counsel is qualified, experienced, and able to conduct the litigation; and (2) whether any conflicts of interest exist between the named parties and the class they seek to represent.” *Atis*, 2018 WL 5801544 at *7.

i. *Class Counsel Are Well Qualified.*

Rule 23(g) sets forth the criteria for evaluating the adequacy of Plaintiffs’ counsel: (i) the work counsel has done in identifying or investigating potential claims

in the action; (ii) counsel’s experience in handling class actions, other complex litigation, and the types of claims asserted in the action; (iii) counsel’s knowledge of the applicable law; and (iv) the resources that counsel will commit to representing the class” Fed. R. Civ. P. 23(g)(1)(A). Here, proposed Class Counsel are qualified, experienced, and competent in complex class litigation and have an established, successful track record with consumer class cases. *See* Cecchi Decl., Exs. B-D.

ii. Plaintiffs Have No Conflicts of Interest and Have Diligently Pursued the Action on Behalf of the Other Class Members.

“A named plaintiff is ‘adequate’ if his interests do not conflict with those of the class.” *Shapiro*, 2018 WL 3158812 at *5. Plaintiffs have no interests adverse or antagonistic to absent Settlement Class Members. Rather, their claims are aligned with the Settlement Class. Plaintiffs seek to hold Defendants accountable for, among other things, consumer protection violations and conduct that supports their common law claims. Further, Plaintiffs have demonstrated their commitment to this litigation by consulting with Plaintiffs’ Counsel, collecting documents for litigation, reviewing the pleadings, working with counsel to prepare responses to discovery propounded by Defendant, permitting inspection of their vehicles, and keeping informed of the progress of the litigation. Their interests are aligned with the interests of absent Settlement Class Members.

Accordingly, the adequacy requirement is satisfied.

2. RULE 23(b) IS SATISFIED

As to the predominance and superiority requirements, when “[c]onfronted with a request for settlement-only class certification, a district court need not inquire whether the case, if tried, would present intractable management problems...for the proposal is that there will be no trial.” *Amchem*, 521 U.S. at 620 (explaining that Rule 23(b)(3)(D) drops out of the analysis). The Third Circuit has noted that it is “more inclined to find the predominance test met in the settlement context.” *In re NFL Players Concussion Injury Litig.*, 821 F.3d at 434 (quoting *Sullivan v. DB Invs., Inc.*, 667 F.3d 273, 304 n.29 (3d Cir. 2011)). As set forth below, the predominance and superiority requirements are met for purposes of this settlement.

a. Common Issues of Law and Fact Predominate for Settlement Purposes.

The predominance inquiry tests the cohesion of the class, “ask[ing] whether the common, aggregation-enabling, issues in the case are more prevalent or important than the non-common, aggregation-defeating, individual issues.” *Tyson Foods, Inc. v. Bouaphakeo*, 577 U.S. 442, 453 (2016) (citation omitted). Predominance is ordinarily satisfied, for settlement purposes, when the claims arise out of the defendant’s common conduct. *See, e.g., Yaeger.*, 2016 WL 4541861, at *7 (predominance satisfied for purposes of settlement where Subaru vehicles had

allegedly common, undisclosed design defect).

Here, the Settlement Class Members purchased or leased Settlement Class Vehicles that are alleged to contain a defect which was not disclosed. Common questions of law therefore, predominate for settlement purposes. *See Yaeger*, 2016 WL 4541861 at *7; *In re Philips/Magnavox Television Litig.*, 2012 WL 1677244, at *7 (D.N.J. May 14, 2012) (common questions predominate in settlement class where “Class Members share common questions of law and fact, such as whether Philips knowingly manufactured and sold defective televisions without informing consumers and when Philips obtained actual knowledge of the alleged defect.”).

b. A Class Action Settlement Is a Superior Means of Resolving This Controversy.

The Rule 23(b)(3) superiority inquiry “asks the court to balance, in terms of fairness and efficiency, the merits of a class action against those of alternative available methods of adjudication.” *In re NFL Players Concussion Injury Litig.*, 821 F.3d at 434 (quoting *In re Warfarin Sodium Antitrust Litig.*, 391 F.3d at 528)).

Here, given the relatively low monetary amount of the individual claims, Settlement Class Members are unlikely to bring individual lawsuits against Defendant. Furthermore, because the Settlement Class Members number in the hundreds of thousands, class-wide resolution of their claims in a single action is efficient for settlement purposes. *Atis*, 2018 WL 5801544 at *7 (finding superiority

satisfied where “individual claims of class members are relatively small in monetary value,” management issues were “less likely” given common questions that predominated, and there were no other litigations concerning controversy); *In re NFL Players Concussion Injury Litig.*, 821 F.3d at 435 (citation omitted) (superiority satisfied where “the [s]ettlement avoids thousands of duplicative lawsuits and enables fast processing of a multitude of claims”). For these reasons, consistent with Rule 23(e)(1)(B), the Court will likely be able to certify the settlement class.

c. The Settlement Class Members are Ascertainable.

Although not explicitly set forth in the Federal Rules, courts have read into Rule 23 an implicit requirement that a class be “definite” or “ascertainable.” A proper class definition is necessary to ensure clarity as to who is entitled to relief, who is bound by a final judgment, and who is entitled to the “best notice practicable” in a Rule 23(b)(3) action. *Byrd v. Aaron’s, Inc.*, 784 F.3d 154, 175 (3d Cir. 2015).

The Third Circuit has explained that ascertainability requires: 1) that the class members be identifiable by objective criteria and 2) that “a reliable and administratively feasible mechanism for determining whether putative class members fall within the class definition.” *Id.* at 163.

Here, the Settlement Class is defined with reference to objective criteria, *see supra* at 1, n.3, and the Settlement Class Members are readily ascertained by obtaining, from the state DMVs, the names and addresses of the present and former

owners and lessees of the Settlement Class Vehicles using the VINs for the Settlement Class Vehicles provided by Defendant. Ascertainability is thus readily satisfied. *See Riaubia v. Hyundai Motor Am.*, 2019 WL 3714497, at *7 (E.D. Pa. Aug. 7, 2019) (“the Court finds that the putative class is ascertainable because current owners of Class vehicles can be readily identified using Vehicle Identification Numbers.”).

D. PROPOSED CLASS COUNSEL SATISFY RULE 23(g)

Pursuant to Rule 23(g), Plaintiffs also move to appoint the law firms of Carella, Byrne, Cecchi, Brody & Agnello, P.C., Seeger Weiss LLP, and Hagens Berman Sobol Shapiro LLP, as Settlement Class Counsel. Rule 23(g) focuses on the qualifications of class counsel, complementing the requirement of Rule 23(a)(4) that the representative parties adequately represent the interests of the Class Members.

Fed. R Civ. P. 23. Rule 23(g)(1)(A) specifically instructs a court to consider:

- (i) the work counsel has done in identifying or investigating potential claims in the action;
- (ii) counsel’s experience in handling class actions, other complex litigation, and the types of claims asserted in the action;
- (iii) counsel’s knowledge of the applicable law; and
- (iv) the resources that counsel will commit to representing the class.

Id. Here, each of Rule 23(g)(1)(A)’s considerations weigh strongly in favor of finding Class Counsel adequate to serve as Settlement Class Counsel. Class Counsel

did substantial work identifying and investigating potential claims, properly supporting the allegations in the Complaints, briefing and defeating in large part Defendants' motions to dismiss, and engaging in years of discovery, including substantial document review and liability and damages expert work.

As reflected in their firm resumes, Class Counsel have substantial experience, individually and collectively, successfully prosecuting class actions and other complex litigation, including claims of the type asserted in this action. *See Cecchi Decl., Exs. B-D.* Class Counsel's extensive efforts in prosecuting this case, combined with their in-depth knowledge of the subject area, satisfy Rule 23(g).

E. THE PROPOSED CLASS NOTICE IS REASONABLE AND SHOULD BE APPROVED.

Rule 23(e)(1)(B) requires the Court to "direct notice in a reasonable manner to all class members who would be bound by the proposal." In an action certified under Rule 23(b)(3), the Court must "direct to class members the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort." Fed. R. Civ. P. 23(c)(2)(B). "Generally speaking, the notice should contain sufficient information to enable class members to make informed decisions on whether they should take steps to protect their rights, including objecting to the settlement or, when relevant, opting out of the class." *In re NFL Players Concussion Injury Litig.*, 821 F.3d at 435 (quoting *In re Baby Prods.*

Antitrust Litig., 708 F.3d 163, 180 (3d Cir. 2013)).

The class notice presented here fully complies with Rule 23, the due process mandates, and is the best notice practicable under the circumstances. As discussed above, the proposed notice program provides for direct mail notice to be disseminated by the Settlement Administrator, JND, with DMV database searches to be conducted to identify the Settlement Class Members. Prior to mailing the Class Notice, an address search through the United States Postal Service's National Change of Address database will be conducted to update the address information for Settlement Class Members. For any Class Notice that may be returned as undeliverable, the Settlement Administrator will re-mail where a forwarding address has been provided, and for any instances where no forwarding address is provided, the Settlement Administrator will conduct an advanced address search and re-mail accordingly. The Settlement Website will be a useful resource for Settlement Class Members—it will include a description of the Settlement Class and the claims asserted, the Settlement benefits and how to obtain them, the Settlement Class Members' rights, the release of claims, the deadlines for objecting to or opting out of the settlement, the deadline and procedure for submitting reimbursement claims, the date of the final fairness hearing, and other pertinent information. The Settlement website will include and make available important documents including the Settlement Agreement, the Claim Form, the Class Notice, and key pleadings and

settlement related motions and orders in the case, including the Attorneys' Fee and Expense Application (once it is filed), and the motion for final approval. This plan clearly satisfied Rule 23 in all respects and provides the best notice practicable under the circumstances. *See In re Ins. Broker Antitrust Litig.*, 297 F.R.D. 136, 152 (D.N.J. 2013) (finding notice via postcards to be sufficient).

CONCLUSION

Plaintiffs respectfully request that the Court grant preliminary approval of the Settlement Agreement, the other related relief requested, and set a schedule for settlement proceedings.

Dated: November 13, 2024

Respectfully submitted,

James E. Cecchi

/s/ James E. Cecchi

James E. Cecchi

Caroline F. Bartlett

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

BEATRIZ TIJERINA, DAVID
CONCEPCIÓN, GINA APRILE,
THERESA GILLESPIE, TALINA
HENDERSON, DIANA FERRARA,
LAUREN DALY, SHANE
MCDONALD, KASEM CUROVIC,
CHRISTA CALLAHAN, ERICA
UPSHUR, JOHNNIE MOUTRA,
JENNIFER TOLBERT, DEREK
LOWE, PHILLIP HOOKS, and DELIA
MASONE, Individually and on behalf
of All Others Similarly Situated,

Plaintiffs,

vs.

VOLKSWAGEN GROUP OF
AMERICA, INC.
and VOLKSWAGEN
AKTIENGESELLSCHAFT,

Defendants.

Civil Action No. 2:21-cv-18755-BRM-LDW

**DECLARATION OF JAMES E. CECCHI
IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

I, JAMES E. CECCHI, declare pursuant to 28 U.S.C. § 1746 under the penalties of perjury as follows:

1. I am an attorney with the law firm of Carella, Byrne, Cecchi, Brody & Agnello, P.C. (“Carella Byrne”), counsel of record for Plaintiffs in this action. I make this declaration in support of Plaintiffs’ Motion for Preliminary Approval of

Class Action Settlement, in order to place certain documents and facts before the Court.

2. I have personal knowledge of the matters pertaining to this action and the proposed Settlement¹ and am competent to testify with respect thereto.

3. The proposed Settlement, if approved, will confer valuable benefits on the owners and lessees of approximately 459,123 Class Vehicles. The Class Vehicles are 2018 – 2024 model year Volkswagen Atlases. Defendants have identified the VINs associated with the 459,123 Class Vehicles and can make that available to the Court for *in camera* inspection if the Court so chooses.

4. The proposed Settlement provides for 100% reimbursement for past paid (and unreimbursed) costs of one repair or replacement of a failed or malfunctioned second row seat latching mechanism performed by a Volkswagen authorized dealership prior to the Notice Date and within 100,000 miles of the In-Service Date and extended warranties for all Class Vehicles. For repairs performed at independent repair facilities not associated with Volkswagen, Settlement Class Members can be reimbursed up to \$645 for a repair or replacement of the seat latch and/or seat latch cover or up to \$1,700 for a repair or replacement of the second row

¹ Unless otherwise indicated, capitalized terms have the meanings given to them in the Settlement Agreement. *See* SA, § I.

seat and/or the second row seat frame. The Settlement further provides for an extension to the New Vehicle Limited Warranty for up to 10 years or 100,000 miles.

5. As part of the Settlement, Defendants also agreed to produce an instructional video that will be publicly available on www.KnowYourVW.com. www.KnowYourVW.com is not the Settlement Website. Rather, it is a Volkswagen proprietary website. The instructional video will demonstrate how to latch the second row seat properly and how to check to confirm that the second row seat has been properly latched. The instructional video will be present on the www.KnowYourVW.com website under the specific model, Atlas, and model year, 2018-2024, for each Class Vehicle for as long as these pages continue to exist. The Settlement Website will include a link to the instructional video and the Class Notice will also reference the link.

6. 384,616 or approximately 84% of Settlement Class Members – those who own or lease certain model year 2018-2023 Settlement Class Vehicles produced prior to and including February 18, 2022, will receive an Owner's Manual Insert with the Class Notice. This Owner's Manual Insert contains updated warnings and instructions about the second row seat latching mechanism, consistent with the current Owner's Manual for model year 2024 Settlement Class Vehicles. The Owner's Manual Insert will also be present on the Volkswagen www.KnowYourVW.com website. The Settlement is fair, reasonable and adequate,

and merits this Court's preliminary approval. The Settlement Agreement, together with its exhibits, is Exhibit A to this Declaration.

7. The proposed Settlement is the result of over three years of hard-fought litigation and over seven months of informed, good faith, arm's-length negotiations among experienced counsel.

8. Before filing the complaint and the amended complaint, Class Counsel conducted a thorough investigation into the instant claims and allegations including working with consulting automotive experts to understand the problems with the seat latch mechanism.

9. Discovery was not stayed while Defendants' motions to dismiss were being briefed, so the Parties were actively engaged in discovery. The Parties negotiated a confidentiality order and an ESI protocol and engaged in numerous conferences to identify custodians, sources, and search terms. The Parties served and responded to written discovery, met and conferred on their respective responses and objections thereto among various other discovery issues. Defendants inspected certain Plaintiffs' Class Vehicles which Class Counsel attended.

10. One of the key challenges Defendants mounted to the adequacy of Plaintiffs' pleadings was to the nature of the alleged defect and their knowledge thereof. Accordingly, Plaintiffs' counsel was in on-going communication with

experts in automotive technologies both as part of the investigation of Plaintiffs' claims and the amendment to their pleadings.

11. Plaintiffs also reviewed 33,552 documents (containing 70,111 total pages) produced by Defendants and a subpoenaed third party. A number of documents were in German requiring translation.

12. Class Counsel worked with their experts to perform testing on both the captain's chairs and bench seats from Atlas vehicles.

13. Based on the knowledge gained from the review of this documentary evidence and their testing and discussions with their automotive experts, Plaintiffs developed an understanding of the nature of the alleged defect, its modes of failure, and, as is relevant to the Settlement, the kinds of relief that should be provided.

14. Throughout the litigation, Class Counsel also continued to monitor the NHTSA website and other public sources for relevant updated information, and conferred extensively with their automotive expert to further refine understanding of the alleged Seat Defect and its effects on the safety of the Settlement Class Vehicles.

15. Towards the end of 2023, Plaintiffs completed their initial review of Defendants' documents to identify fact deponents, and were on the verge of noticing depositions when the Parties began settlement negotiations. At that point, Plaintiffs suspended further discovery to direct their efforts and resources towards settlement.

16. Starting in November 2023, the Parties exchanged term sheets and negotiated vigorously and at arms'-length for over seven months to reach agreement on the terms and conditions set forth in the Settlement Agreement. Plaintiffs and Class Counsel executed the Settlement Agreement on July 8, 2024.

17. Only after the Parties reached agreement on the material terms of the Settlement did they begin discussion of reasonable attorneys' fees, costs and class representative service awards. The Parties met over videoconference with experienced JAMS mediator Bradley Winters on September 10, 2024 and continued discussions for several days thereafter until reaching agreement on the amount of Plaintiffs' Counsel's reasonable attorneys' fees and costs to be paid by Defendants.

18. Notice to the Class of the Settlement will consist primarily of a Long Form Class Notice directly mailed to all registered owners of a Class Vehicle (Settlement Agreement, Exhibit 2). Among other things, the Long Form Notice will refer Settlement Class Members to the www.KnowYourVW.com website for the instructional video. The Long Form Class Notice uses plain language to notify Settlement Class Members about the terms of the Settlement and their rights thereunder.

19. The Settlement Website will include important documents, a link to the instructional video, and a VIN Look-up Tool that can be used to confirm whether a vehicle is a Class Vehicle.

20. Attached hereto as Exhibit B is a true and correct copy of the firm resume of Carella Byrne.

21. Attached hereto as Exhibit C is a true and correct copy of the firm resume of Seeger Weiss, LLP.

22. Attached hereto as Exhibit D is a true and correct copy of the firm resume of Hagens Berman Sobol Shapiro LLP.

s/James E. Cecchi
James E. Cecchi
**CARELLA, BYRNE, CECCHI,
BRODY & AGNELLO, P.C.**
5 Becker Farm Road
Roseland, New Jersey 07068
(973) 994-1700

EXHIBIT A

CLASS SETTLEMENT AGREEMENT

This Settlement Agreement (the “Settlement Agreement” or the “Agreement”) is made and entered into as of this 8th day of July, 2024, by and between Plaintiffs Beatriz Tijerina, David Concepcion, Gina Aprile, Theresa Gillespie, Talina Henderson, Diana Ferrara, Lauren Daly, Shane McDonald, Kasem Curovic, Christa Callahan, Erica Upshur, Johnnie Moutra, Jennifer Tolbert, Derek Lowe, Phillip Hooks, and Delia Masone (“Plaintiffs”), individually and as representatives of the Settlement Class defined below, and Volkswagen Group of America, Inc. (“VWGoA” or “Defendant”) (collectively, the “Parties”).

RECITALS

WHEREAS, on October 15, 2021, certain of the above-referenced Plaintiffs filed a putative class action entitled *Beatriz Tijerina, et al. v. Volkswagen Group of America, Inc. and Volkswagen Aktiengesellschaft*, Civil Action No. 2:21-cv-18755, in the United States District Court for the District of New Jersey (the “Action”), asserting, *inter alia*, various claims alleging a defect in the second row seat latching mechanism of the Settlement Class Vehicles;

WHEREAS, on February 25, 2022, Plaintiffs filed an Amended Class Action Complaint (“Amended Complaint”) against VWGoA, Volkswagen AG (“VWAG”) and Volkswagen Group of America Chattanooga Operations, LLC (“VWCOL”);

WHEREAS, between April 2022 and July 2022, VWGoA, VWCOL, and VWAG respectively filed motions to dismiss the Amended Complaint which were fully briefed, and which, on October 19, 2023, the Court granted (VWCOL’s motion) and granted in part and denied in part (VWGoA and VWAG’s motions);

WHEREAS, VWGoA and VWAG filed Answers to the Amended Complaint, and the Parties conducted certain discovery;

WHEREAS, Defendant denies Plaintiffs' allegations and claims, and maintains, *inter alia*, that the Settlement Class Vehicles' second row seat latching mechanisms are not defective, were properly designed, tested, manufactured, distributed, marketed, advertised, warranted and sold, that no applicable warranties (express or implied) have been breached, that no common law duties or applicable statutes, laws, rules or regulations were violated, and that the Plaintiffs' allegations and claims lack merit and are not suitable for class treatment if the Action proceeded 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 or could have been brought in the Action by or on behalf of Plaintiffs 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, be evidence of, or be construed as, (i) any admission of liability, damages, or wrongdoing on the part of Defendant or any Released Party, which is expressly denied, (ii) the existence or validity of any fact, allegation, claim, or issue of law, that was or could have been asserted in the Action, all of which are expressly denied by Defendant, and/or (iii) that the Plaintiffs' claims are or would be suitable for class treatment if the Action proceeded through litigation and trial rather than settlement;

WHEREAS, this Settlement Agreement is the result of vigorous and extensive arm's-length negotiations of highly disputed claims by experienced class action counsel, with adequate knowledge of the facts, issues and the strengths and weaknesses of the Parties' respective positions, and is fair, reasonable, adequate, and complies in all respects with Fed. R. Civ. P. 23;

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

I. DEFINITIONS

A. “Action” or “Lawsuit”

“Action” or “Lawsuit” means the action entitled *Beatriz Tijerina v. Volkswagen Group of America, Inc., et al.*, Civil Action No. 2:21-cv-18755-BRM-LDW, 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”

The “Claim Administrator” means JND Legal Administration.

D. “Claim” or “Claim for Reimbursement”

“Claim” or “Claim for Reimbursement” means the timely and proper submission of the required fully completed, signed, and dated Claim Form, together with all required Proof of Repair Expense documents (as defined in Section I.R of this Agreement), in which a Settlement Class Member seeks to claim reimbursement for certain past paid and unreimbursed out-of-pocket expenses pursuant to the terms, conditions, and limitations set forth in Sections II.C and III of this Settlement Agreement.

E. “Claim Form”

“Claim Form” means the form that must be used to request reimbursement under this Agreement, 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 through the Settlement website, to the Claim Administrator, which period shall expire seventy-five (75) days after the Notice Date.

G. “Class Counsel” or “Plaintiffs’ Counsel”

“Class Counsel” or “Plaintiffs’ Counsel” means, collectively, the law firms of Carella, Byrne, Cecchi, Brody & Agnello, P.C.; Hagens Berman Sobol Shapiro LLP; and Seeger Weiss LLP.

H. “Class Notice”

“Class Notice” means the Class Notice, which will be substantially in the form attached hereto as Exhibit 2.

I. “Class Notice Plan”

“Class Notice Plan” means the plan for disseminating Class Notice to the Settlement Class as set forth in Section V 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 Michael B. Gallub, Esq., Homer B. Ramsey, Esq., and Brian T. Carr, Esq. of Shook, Hardy & Bacon L.L.P.

L. “Effective Date”

“Effective Date” means the first 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 Class Representative service award payments, have expired or been exhausted in such a manner as to affirm the Final Order and Judgment.

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 Class Representative service awards.

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 the Settlement Agreement and dismissing the Action with prejudice as to Defendant, 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 notice of this Settlement to the Settlement Class. The Notice Date shall be within or up to one-

hundred (100) days after the Court enters a Preliminary Approval Order, substantially in the form attached hereto as Exhibit 3.

R. “Proof of Repair Expense”

“Proof of Repair Expense” shall take the form of all of the following: (1) an original or legible copy of a repair invoice(s) or record(s) for the repair covered under the Settlement containing claimant’s 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 covered repair, the date of the covered repair, the Settlement Class Vehicle’s mileage at the time of the repair, a description of the repair work performed including, the parts repaired/replaced and a breakdown of parts and labor costs, and the amount charged (parts and labor) for the covered repair; (2) proof of the Settlement Class Member’s payment for the covered repair; and (3) if the person/entity seeking reimbursement is different from the one to whom the Class Notice was mailed, then proof of the Settlement Class Member’s ownership or lease of the Settlement Class Vehicle at the time of the covered repair.

S. “Released Claims” or “Settled Claims”

“Released Claims” or “Settled Claims” means any and all claims, causes of action, demands, debts, suits, liabilities, obligations, damages, losses, actions, rights of action and remedies of any kind, nature and description, whether known or unknown, asserted or unasserted, foreseen or unforeseen, regardless of any legal or equitable theory, existing now or arising in the future, by Plaintiffs and any and all Settlement Class Members (including their successors, heirs, executors, administrators, assigns and representatives) which arise from or in any way relate to the second row seat latching and latching mechanism of Settlement Class Vehicles and their associated parts, including, but not limited to, all claims that were or could have been asserted in the Action and all claims, causes of action, demands, debts, suits, liabilities, obligations, damages, rights or

entitlements, losses, actions, rights of action and remedies of any kind, nature and description arising under any state, federal or local statute, law, rule, regulation, and/or common law, and also including any consumer protection, consumer fraud, unfair business practices or deceptive trade practices statutes or laws, any common law causes of action or theories of liability or recovery, and any legal or equitable theories whatsoever including tort, contract, products and/or strict liability, negligence, fraud, misrepresentation, concealment, consumer protection, restitution, quasi-contract, unjust enrichment, express warranty, implied warranty, the Magnuson-Moss Warranty Act, the New Jersey Consumer Fraud Act, the California Consumers Legal Remedies Act, the California Unfair Competition Law, the California False Advertising Law, the California Song-Beverly Consumer Warranty Act, the Florida Deceptive and Unfair Trade Practices Act, the Kentucky Consumer Protection Act, the Massachusetts Consumer Protection Act, the Michigan Consumer Protection Act, the Missouri Merchandising Practices Act, the New York General Business Law, the Pennsylvania Unfair Trade Practices and Consumer Protection Law, the Texas Deceptive Trade Practices Act, the Virginia Consumer Protection Act, the Uniform Commercial Code and any federal, state or local derivations thereof, all states' Lemon Laws, secret warranty laws and/or any other statutory or common law theories of liability and/or recovery, whether in law or in equity, and whether known or unknown, and for any and all injuries, losses, damages, remedies, recoveries or entitlements of any kind, nature and description, in law or in equity, 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, and any other legal or equitable relief. This release expressly exempts claims for personal injuries and property damage (other than damage to the Settlement Class Vehicle related to the second row seat latching mechanism).

T. “Released Parties”

“Released Parties” means Volkswagen Group of America, Inc., Volkswagen AG, Volkswagen Group of America Chattanooga Operations, LLC, Volkswagen Credit, Inc., Volkswagen de México S.A. de C.V., Audi AG, Audi of America, Inc., Audi of America, LLC, all designers, manufacturers, assemblers, distributors, importers, retailers, marketers, advertisers, testers, inspectors, sellers, suppliers, 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.

U. “Settlement Class” or “Settlement Class Members”

“Settlement Class” or “Settlement Class Members” means: “All present and former U.S. owners and lessees of Settlement Class Vehicles, as defined in Section I.V. of this Agreement, purchased or leased 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 who 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 the Agreement, settled with and released Defendant or any Released Parties from any Released Claims, and (j) any Settlement Class Member that files a timely and proper Request for Exclusion from the Settlement Class.

V. “Settlement Class Vehicles”

“Settlement Class Vehicles” means model year 2018-2024 Atlas vehicles distributed by Defendant Volkswagen Group of America, Inc. for sale or lease in the United States and Puerto Rico, specifically identified by Vehicle Identification Number (“VIN”) in Exhibit 4 to this Agreement.

W. “Settlement Website”

“Settlement Website” means the website established by the Claim Administrator to provide Settlement Class Members with information and documents relating to the Settlement including the ability to timely submit Claims for Reimbursement online, if Settlement Class Members so choose. The Parties will work with the Claim Administrator to develop the Settlement Website in a form agreeable to the Parties.

II. SETTLEMENT CONSIDERATION

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

A. Owner’s Manual Insert and Instructional Video

Accompanying the mailed Class Notice for current owners/lessees of model year 2018-2023 Settlement Class Vehicles with production dates prior to and including February 18, 2022,¹ and also available on www.KnowYourVW.com, will be an insert for the Owner’s Manuals

¹ A copy of the OM Insert will not be included with the Class Notice for Settlement Class Vehicles with production dates after February 18, 2022.

of said vehicles (the “OM Insert”) that contains the same warnings/instructions as the current Owner’s Manual for model year 2024 Settlement Class Vehicles regarding latching of the second row seat.

In addition, the Class Notice will refer Settlement Class Members to an instructional video that will be available on www.KnowYourVW.com, demonstrating how to properly latch the second row seat in Settlement Class Vehicles and to check to confirm that the second row seat has been properly latched.

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

Effective on the Notice Date, VWGoA will extend the New Vehicle Limited Warranty (“NVLW”) for all Settlement Class Vehicles to cover the cost of repair or replacement, by an authorized Volkswagen dealer, of a failed or malfunctioned second row seat latching mechanism diagnosed by a Volkswagen dealer, during a period of 10 years or 100,000 miles (whichever occurs first) from the Settlement Class Vehicle’s In-Service date. The Warranty Extension shall cover component parts of the second row seat latching mechanism that are necessary to perform said repair or replacement.

Excluded from the Warranty Extension are any second row seat latching failures or malfunctions resulting from damage, abuse, alteration, modification, collision or crash, vandalism, and/or other impact or outside sources.

The Warranty Extension will be subject to the same terms and conditions as the original NVLW, and is fully transferable to subsequent owners to the extent that the time or mileage limitation of the Warranty Extension has not expired.

C. Reimbursement of Certain Past Paid (and Unreimbursed) Out-of-Pocket Expenses

1. Reimbursement:

Settlement Class Members who submit to the Claim Administrator (by mail or online through the Settlement Website) a timely and complete Claim for Reimbursement shall be eligible for 100% reimbursement of the past paid (and unreimbursed) cost (parts and labor) of one (1) repair or replacement of a failed or malfunctioned second row seat latching mechanism in a Settlement Class Vehicle that was performed and paid for prior to the Notice Date and within 100,000 miles from the vehicle's In-Service Date.

The amount of reimbursement for a past paid second row seat latching mechanism repair, involving repair or replacement of the seat latch and/or seat latch cover, that was not performed by an authorized Volkswagen dealer shall not exceed a maximum reimbursement amount (parts and labor) of \$645.

The amount of reimbursement for a past paid second row seat latching mechanism repair, involving repair or replacement of the second row seat and/or second row seat frame, that was not performed by an authorized Volkswagen dealer shall not exceed a maximum reimbursement amount (parts and labor) of \$1,700.

Any reimbursement under this Section is conditioned upon timely presentation of a fully completed, signed and dated Claim Form together with the required Proof of Repair Expense.

2. Limitations and Exclusions:

a. Excluded from reimbursement is any second row seat latching mechanism repair resulting from damage, abuse, alteration, modification, collision or crash, vandalism, and/or other impact or damage from outside sources.

b. Any reimbursement shall be reduced by goodwill or other monies or concessions paid by an authorized Volkswagen dealer, any other entity (including insurers and providers of extended warranties or service contracts), or from any other source, for repair or replacement of any second row seat latching mechanism. If the Settlement Class Member received

a free replacement or repair, or was otherwise reimbursed the full amount for the repair or replacement, then they will not be entitled to any reimbursement.

c. Defendant shall not be responsible for, and shall not warrant, repair/replacement work that is/was not performed by an authorized Volkswagen dealer.

3. Required Proof:

In order to obtain the benefits provided for in this Section, the Settlement Class Member must timely provide, to the Claim Administrator, a fully completed, signed and dated Claim Form together with all required Proof of Repair Expense.

III. REQUIREMENTS FOR SUBMISSION OF A CLAIM FOR REIMBURSEMENT UNDER SECTION II.C OF THIS AGREEMENT:

A. The Claim must be mailed and postmarked to the Claim Administrator, or submitted online through the Settlement Website, no later than seventy-five (75) days after the Notice Date;

B. The Claim, as timely submitted, must contain a fully completed, signed, and dated Claim Form, together with all required Proof of Repair Expense;

C. 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 Claim Form, 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; and the 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.

IV. CLAIMS ADMINISTRATION

A. Costs of Administration and Notice

As between the Parties herein, Defendant shall be responsible for the reasonable cost of the Claim Administrator's dissemination of the Class Notice and claim 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 satisfy the Settlement criteria for reimbursement can be approved for payment. For each approved reimbursement claim, the Claim Administrator, on behalf of Defendant, 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 Claim, or within one hundred fifty (150) days of the Effective Date, whichever is later. Checks shall remain valid for 180 days.

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 Defense Counsel shall confer and attempt to resolve in good faith any disputed denial by the Claim Administrator.

3. If the Claim 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 first class mail advising of the deficiency(ies) in the Claim Form and/or the documentation. The Settlement Class Member will then have thirty (30) days after the date of said letter/notice to mail a response to the Claim Administrator, curing all said deficiencies and supplying all missing information and documentation, or the claim will be denied.

4. If the Claim is denied in whole or in part, either for not being timely, not meeting the Settlement criteria for reimbursement, and/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 first class 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 to 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, 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.

V. 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 Authorized Volkswagen Dealers: Prior to the Notice Date, Defendant shall advise each of its authorized Volkswagen dealers of the basic terms of the Settlement Agreement relating to the Warranty Extension, so that they may effectively communicate with Settlement Class Members and repair Settlement Class Vehicles, if needed, pursuant to the terms of the

Warranty Extension. Defense Counsel will advise Class Counsel that authorized Volkswagen dealers were provided such notification.

C. To Settlement Class: The Claim Administrator shall be responsible for the following Settlement Class 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 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 Claim Administrator will also provide Class Notice via email to those Settlement Class Members for whom an email address is available from VWGoA's records regarding a particular Settlement Class Vehicle, to the extent that VWGoA's providing of such email addresses is not prohibited or restricted by agreement, customer/e-mail addressee request or restriction, and/or privacy or confidentiality laws, rules, or Company internal policies. Defendant 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 Defendant.

3. Prior to mailing the 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 Class Notice that is returned as undeliverable, the Claim Administrator shall re-mail all 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 Class Notices originally mailed to Settlement Class Members, the number of individual Class Notices initially returned as undeliverable, the number of additional individual Class Notices 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 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;
- (ii) instructions on how to contact the Claim Administrator, Class Counsel, and/or Defense Counsel for assistance;
- (iii) a link to the instructional video;
- (iv) 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 Expenses Application, and other pertinent orders and documents to be agreed upon by counsel for the Parties; and

(v) 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 or declaration to Class Counsel and Defense Counsel, attesting that the Class Notice was disseminated in a manner consistent with the terms of this Agreement or those required by the Court.

VI. 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 and recited in the Class Notice, which date shall be approximately forty-five (45) days after the Notice Date ("Objection Deadline"), either (i) file any such objection, together with any supporting briefs and documents, with the Court either in person at the Clerk's Office of the United States District Court, District of New Jersey located at the Martin Luther King Jr. Federal Building and United States Courthouse, 50 Walnut Street, Newark, New Jersey 07102, 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, mail the objection, together with any supporting briefs and documents, by U.S. first-class mail postmarked no later than the Objection Deadline, to all of the following: the Court at Martin Luther King Jr. Federal Building and United States Courthouse, 50 Walnut Street, Newark, New Jersey 07102, Caroline F. Bartlett, Esq., Carella Byrne Cecchi Brody & Agnello, P.C., 5 Becker Farm Road, Roseland, NJ 07068 on behalf of Plaintiffs, and Michael B.

Gallub, Esq., Shook, Hardy & Bacon L.L.P., 1 Rockefeller Plaza, Suite 2801, New York, NY 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, registration, or license receipt);
 - (c) a written statement of all grounds for the objection accompanied by any legal support for such objection;
 - (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 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 submitted 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 or his/her/its counsel has not objected to any other class action settlement in the United States in the previous five years, 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 timely and properly objecting Settlement Class Member may appear, in person or by counsel, at the Final Fairness Hearing to explain why the proposed Settlement should not be approved as fair, reasonable, and adequate, or to object to any motion for Class Counsel Fees and Expenses or Class Representative service awards. In order to appear at the Final Fairness Hearing, the objecting 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 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 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, or who has not filed an objection in accordance with the deadline and other requirements set forth in the Settlement Agreement and 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, by U.S. first-class mail, a request for exclusion ("Request for Exclusion") to the Claim Administrator and counsel for the Parties, by the deadline set forth below and

specified in the Preliminary Approval Order. To be effective, the Request for Exclusion must be sent to the specified addresses and:

- (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; 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 forty-five (45) days after the Notice Date, and mailed to each of the following: the Claim Administrator, Caroline F. Bartlett, Esq., Carella Byrne Cecchi Brody & Agnello, P.C., 5 Becker Farm Road, Roseland, NJ 07068 and Michael B. Gallub, Esq., Shook, Hardy & Bacon L.L.P., 1 Rockefeller Plaza, Suite 2801, New York, NY 10020. Any Settlement Class Member who fails to submit a timely and complete Request for Exclusion mailed to the proper addresses 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 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.

VII. WITHDRAWAL FROM SETTLEMENT

Plaintiffs 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 in good faith any required modification 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 ten percent (10%) 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 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 Plaintiffs, and shall not be deemed or construed to be an admission or confession by any party of any fact, 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.

VIII. 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, all reasonable expenses of the Claim Administrator incurred in administering this Settlement Agreement, including the Claim Administrator's cost of disseminating the Class Notice and of distributing and administering the benefits of the Settlement Agreement, shall be paid by Defendant.

IX. 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 3.

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 to 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 approving the Settlement, dismissing the Action with prejudice, and 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. Plaintiffs' Application for Attorney Fees and Incentive Awards

1. After the parties reached an agreement on the material terms of this Settlement, the Parties began to discuss the issue of reasonable Class Counsel Fees and Expenses and Class Representative service awards. The Parties will attempt to reach agreement on reasonable Class Counsel Fees and Expenses for which Class Counsel may apply to the Court. If the Parties are unable to reach agreement, Class Counsel will make an application for reasonable Class Counsel Fees and Expenses to the Court, to which Defendant may respond as it deems appropriate. Prior to doing so, the Parties shall meet and confer in a good-faith effort to agree upon an appropriate schedule and any discovery that may need to be conducted on the relevant issues. If the Parties cannot agree, either Party may apply to the Court with regard to such scheduling and/or discovery issues. The Court's award of reasonable Class Counsel Fees and Expenses, if any, shall be subject to rights of appeal by any of the Parties.

2. The Parties agree that Class Counsel may also, as part of the Fee and Expense Application, apply to the Court for a reasonable service award of up to, but not exceeding, \$2,500 each) to the following named Plaintiffs: Beatriz Tijerina, David Concepcion, Gina Aprile, Theresa Gillespie, Talina Henderson, Diana Ferrara, Lauren Daly, Shane McDonald, Kasem Curovic, Christa Callahan, Erica Upshur, Johnnie Moutra, Jennifer Tolbert, Derek Lowe, Phillip Hooks, and Delia Masone, who are serving as putative class representatives in the Action (“Settlement Class Representatives”).

3. The Class Counsel Fees and Expenses and Settlement Class Representative Service Awards, to the extent consistent with this Agreement, shall be paid as directed by the Court by wire transfer to Carella Byrne Cecchi Brody & Agnello, P.C. (“Carella Byrne”) within thirty (30) days after the later of the Effective Date of the Settlement or the date of entry of the Final Order and Judgment for attorney fees, expenses, and service awards, including final termination or disposition of any appeals relating thereto. Said payment to Carella Byrne shall fully satisfy and discharge all obligations of Defendant and the Released Parties with respect to payment of the Class Counsel Fees and Expenses, any attorneys’ fees in connection with this Action, and Settlement Class Representative service awards, and Carella Byrne shall thereafter have sole responsibility to distribute the appropriate portions of said payment to the other Class Counsel and the Settlement Class representatives.

4. 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 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 Representatives' service awards 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 Settlement Class Representatives' service awards or Class Counsel Fees and Expenses.

D. Release of Plaintiffs' and Settlement Class Members' Claims

1. Upon the Effective Date, the Plaintiffs and each 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 Released Parties from all Released Claims.

2. Upon the Effective Date, with respect to the Released Claims, the Plaintiffs 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.

X. 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 or any

fact alleged in the Action or of any wrongdoing, fault, violation of law or liability of any kind on the part of Defendant and the Released Parties, or any admissions by Defendant and the Released Parties of any claim or allegation made in any action or proceeding against them. The Parties understand and agree that neither this Agreement, nor the negotiations that preceded it, shall be offered or be admissible in evidence against Defendant, the Released Parties, the Plaintiffs or the Settlement Class Members as to any allegation, claim, fact, or point of law, or cited or referred to in the Action or any action or proceeding, except to enforce the terms of this Agreement.

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. 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.

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 Plaintiffs: Caroline F. Bartlett, Esq.
Carella Byrne Cecchi Brody & Agnello, P.C.
5 Becker Farm Road
Roseland, NJ 07068

As to Defendant: Michael B. Gallub, Esq.
Shook, Hardy & Bacon L.L.P.
1 Rockefeller Plaza
Suite 2801
New York, New York 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. Discovery

Defendant will continue to participate in reasonable confirmatory discovery to be agreed by the Parties.

K. Return of Confidential Materials

All documents and information designated as “confidential” and produced or exchanged in the Action, shall be returned or destroyed no later than 60 days after the Court’s entry of a Final Order and Judgment approving this Settlement Agreement. Counsel for each Party shall provide a certification to the other that commercially reasonable efforts have been made to assure that all “confidential” material has been returned or destroyed in accordance with this Section, and affirming that the receiving party has not retained originals, copies, abstracts, compilations, summaries or any other format reproducing or capturing the “confidential” material.

L. 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.

M. 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.

N. 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.

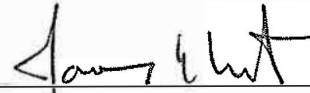
O. Captions

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 PLAINTIFFS:

Dated: July 9, 2024



Carella, Byrne, Cecchi, Brody & Agnello,
P.C.
Class Counsel
By: James E Cecchi:

Dated: July ____, 2024

Hagens Berman Sobol Shapiro, LLP
Class Counsel
By:

Dated: July ____, 2024

Seeger Weiss LLP
Class Counsel
By:

Dated: July ____, 2024

Beatriz Tijerina

Dated: July ____, 2024

David Concepcion

Dated: July ____, 2024

Gina Aprile

Dated: July ____, 2024

Theresa Gillespie

ON BEHALF OF PLAINTIFFS:

Dated: July ____, 2024

Carella, Byrne, Cecchi, Brody & Agnello,
P.C.
Class Counsel
By:

Dated: July 9, 2024



Hagens Berman Sobol Shapiro, LLP
Class Counsel
By: Steve W. Berman

Dated: July ____, 2024

Seeger Weiss LLP
Class Counsel
By:

Dated: July ____, 2024

Beatriz Tijerina

Dated: July ____, 2024

David Concepcion

Dated: July ____, 2024

Gina Aprile

Dated: July ____, 2024

Theresa Gillespie

ON BEHALF OF PLAINTIFFS:

Dated: July ____, 2024

Carella, Byrne, Cecchi, Brody & Agnello,
P.C.
Class Counsel
By:

Dated: July ____, 2024

Hagens Berman Sobol Shapiro, LLP
Class Counsel
By:



Dated: July 23, 2024

Seeger Weiss LLP
Class Counsel
By: Christopher Seeger

Dated: July ____, 2024

Beatriz Tijerina

Dated: July ____, 2024

David Concepcion

Dated: July ____, 2024

Gina Aprile

Dated: July ____, 2024

Theresa Gillespie

ON BEHALF OF PLAINTIFFS:

Dated: July ____, 2024

Carella, Byrne, Cecchi, Brody & Agnello,
P.C.
Class Counsel
By:


Dated: July ____, 2024

Hagens Berman Sobol Shapiro, LLP
Class Counsel
By:

Dated: July ____, 2024

Seeger Weiss LLP
Class Counsel
By:

Dated: July 8, 2024



By: Beatriz Tijerina (July 8, 2024 16:34 PDT)
Beatriz Tijerina

Dated: July ____, 2024

David Concepcion

Dated: July ____, 2024

Gina Aprile

Dated: July ____, 2024

Theresa Gillespie

ON BEHALF OF PLAINTIFFS:

Dated: July ____, 2024

Carella, Byrne, Cecchi, Brody & Agnello,
P.C.
Class Counsel
By:

Dated: July ____, 2024

Hagens Berman Sobol Shapiro, LLP
Class Counsel
By:

Dated: July ____, 2024

Seeger Weiss LLP
Class Counsel
By:

Dated: July ____, 2024

Beatriz Tijerina

Dated: July 17, 2024



David Concepcion (Jul 17, 2024 12:23 PM)
David Concepcion

Dated: July ____, 2024

Gina Aprile

Dated: July ____, 2024

Theresa Gillespie

ON BEHALF OF PLAINTIFFS:

Dated: July ____, 2024

Carella, Byrne, Cecchi, Brody & Agnello,
P.C.
Class Counsel
By:

Dated: July ____, 2024

Hagens Berman Sobol Shapiro, LLP
Class Counsel
By:

Dated: July ____, 2024

Seeger Weiss LLP
Class Counsel
By:

Dated: July ____, 2024

Beatriz Tijerina

Dated: July ____, 2024

David Concepcion

Dated: July ⁹ ____, 2024



Gina Aprile

Dated: July ____, 2024

Theresa Gillespie

ON BEHALF OF PLAINTIFFS:

Dated: July ____, 2024

Carella, Byrne, Cecchi, Brody & Agnello,
P.C.
Class Counsel
By:

Dated: July ____, 2024

Hagens Berman Sobol Shapiro, LLP
Class Counsel
By:

Dated: July ____, 2024

Seeger Weiss LLP
Class Counsel
By:

Dated: July ____, 2024

Beatriz Tijerina

Dated: July ____, 2024

David Concepcion

Dated: July ____, 2024

Gina Aprile

Dated: July 9, 2024


Theresa Gillespie
Theresa Gillespie (Jul 9, 2024 09:41 CDT)

Theresa Gillespie

Dated: July ____, 2024

Talina Henderson

Dated: July 8, 2024



Diana Ferrara

Dated: July ____, 2024

Lauren Daly

Dated: July ____, 2024

Shane McDonald

Dated: July ____, 2024

Kasem Curovic

Dated: July ____, 2024

Christa Callahan

Dated: July ____, 2024

Erica Upshur

Dated: July ____, 2024

Johnnie Moutra

Dated: July ____, 2024

Talina Henderson

To be removed pursuant to anticipated preliminary approval order

Dated: July ____, 2024

Diana Ferrara

Dated: July 8, 2024



Lauren Daly

Dated: July ____, 2024

Shane McDonald

Dated: July ____, 2024

Kasem Curovic

Dated: July ____, 2024

Christa Callahan

Dated: July ____, 2024

Erica Upshur

Dated: July ____, 2024

Johnnie Moutra

Dated: July ____, 2024

Talina Henderson

Dated: July ____, 2024

Diana Ferrara

Dated: July ____, 2024

Lauren Daly

Dated: July ¹⁰ ____, 2024


Shane McDonald (AP, 10, 2024 01:58 EDT)

Shane McDonald

Dated: July ____, 2024

Kasem Curovic

Dated: July ____, 2024

Christa Callahan

Dated: July ____, 2024

Erica Upshur

Dated: July ____, 2024

Johnnie Moutra

Dated: July ____, 2024

Talina Henderson

Dated: July ____, 2024

Diana Ferrara


Dated: July ____, 2024

Lauren Daly

Dated: July ____, 2024

Shane McDonald

Dated: July 10, 2024


Kasem Curovic (Jul 10, 2024 14:21 EDT)

Kasem Curovic

Dated: July ____, 2024

Christa Callahan

Dated: July ____, 2024

Erica Upshur

Dated: July ____, 2024

Johnnie Moutra

Dated: July ____, 2024

Talina Henderson

Dated: July ____, 2024

Diana Ferrara

Dated: July ____, 2024

Lauren Daly

Dated: July ____, 2024

Shane McDonald

Dated: July ____, 2024

Kasem Curovic

Dated: July 8, 2024



Christa Callahan (Jul 8, 2024 20:34 EDT)
Christa Callahan

Dated: July ____, 2024

Erica Upshur

Dated: July ____, 2024

Johnnie Moutra

Dated: July ____, 2024

Talina Henderson

Dated: July ____, 2024

Diana Ferrara

Dated: July ____, 2024

Lauren Daly

Dated: July ____, 2024

Shane McDonald

Dated: July ____, 2024

Kasem Curovic

Dated: July ____, 2024

Christa Callahan

Dated: July ⁹ ____, 2024


Erica Upshur (Jul 9, 2024 10:47 EDT)

Erica Upshur

Dated: July ____, 2024

Johnnie Moutra

Dated: July ____, 2024

Talina Henderson

Dated: July ____, 2024

Diana Ferrara

Dated: July ____, 2024

Lauren Daly

Dated: July ____, 2024

Shane McDonald

Dated: July ____, 2024

Kasem Curovic

Dated: July ____, 2024

Christa Callahan

Dated: July ____, 2024

Erica Upshur

Dated: July 08/C, 2024


Johnnie Moutra (Jul 8, 2024 2:16 CDT)

Johnnie Moutra

Dated: July 9, 2024


Jennifer Tolbert (Jul 9, 2024 13:06 CDT)

Jennifer Tolbert

Dated: July _____, 2024

Derek Lowe

Dated: July _____, 2024


Phillip Hooks

Dated: July _____, 2024

Delia Masone

ON BEHALF OF DEFENDANT:

Dated: September 12, 2024



Michael B. Gallub
Shook, Hardy & Bacon L.L.P.
1 Rockefeller Plaza, Suite 2801
New York, New York 10020

Dated: July ____, 2024

Jennifer Tolbert

Dated: July 8, 2024


Derek Lowe (Jul 8, 2024 19:45 EDT)

Derek Lowe

Dated: July ____, 2024

Phillip Hooks

Dated: July ____, 2024

Delia Masone

ON BEHALF OF DEFENDANT:

Dated: July ____, 2024

Michael B. Gallub
Shook, Hardy & Bacon L.L.P.
1 Rockefeller Plaza, Suite 2801
New York, New York 10020

Dated: July ____, 2024

Jennifer Tolbert

Dated: July ____, 2024

Derek Lowe

Dated: July 15, 2024



Phillip Hooks

Dated: July ____, 2024

Delia Masone

ON BEHALF OF DEFENDANT:

Dated: September 12, 2024

Michael B. Gallub
Shook, Hardy & Bacon L.L.P.
1 Rockefeller Plaza, Suite 2801
New York, New York 10020

Dated: July ____, 2024

Jennifer Tolbert

Dated: July ____, 2024

Derek Lowe

Dated: July ____, 2024

Philip Hooks

Dated: July 17, 2024



Delia Malone

ON BEHALF OF DEFENDANT:

Dated: July ____, 2024

Michael B. Gallub
Shook, Hardy & Bacon L.L.P.
1 Rockefeller Plaza, Suite 2801
New York, New York 10020

Exhibit 1

VOLKSWAGEN ATLAS SEAT LATCH SETTLEMENT
REIMBURSEMENT CLAIM FORM

TO RECEIVE REIMBURSEMENT FOR CERTAIN PAST EXPENSES:

You must complete, sign and submit this form and provide the specified records to receive reimbursement of certain past out-of-pocket expenses for one covered repair of the second row seat latching mechanism of a Settlement Class Vehicle in *Beatriz Tijerina, et al. v. Volkswagen Group of America, Inc., et al.*, Civil Action No. 2:21-cv-18755-BRM-LDW.

FOUR STEPS FOR SUBMITTING A CLAIM FOR REIMBURSEMENT:

(1) Contact Information:

First Name:

 MI:

 Last Name:

Address:

City:

 State:

 ZIP Code:

Telephone Number:

 -

 -

Vehicle ID Number (VIN):

Vehicle Make:

 Vehicle Model:

(2) Provide a Repair Order and/or Other Records (original or legible copies) for the Repair, which Must Include the Following Information:

- (a) Your name and address;
- (b) The make, model and Vehicle Identification Number (VIN) of your Settlement Class Vehicle that had the repair;
- (c) The date of the repair of your Settlement Class Vehicle;
- (d) The name and address of the authorized Volkswagen dealership or non-dealer service facility that performed the Repair;
- (e) A description of the repair work performed (demonstrating that this was a repair covered under the Settlement) including the parts repaired/replaced and a breakdown of the parts and labor costs;
- (f) The vehicle's mileage at the time of the repair;
- (g) Proof of payment, including the amount paid, for the covered repair.

Total Dollar Amount Paid and Claimed For Repair: \$

 .

(3) Answer the Following Question:

For the amount of the paid 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 that amount from any other source, including from Volkswagen, any warranty, maintenance program, goodwill, coupon or reduction, or other full or partial reimbursement or refund (for example, by an Volkswagen dealership or any insurance company, under any extended warranty or service contract, or by any other source)?

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

Date:
MM DD YYYY

This Claim Form and all required documents/paperwork must be submitted through www.XXXXXX.com by _____ [75-days after Notice Date] or mailed postmarked no later than [75-days after Notice Date], to:

JND Legal Administration
[Address]

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

Exhibit 2

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 vehicle listed below in the United States or Puerto Rico, you may be entitled to benefits afforded by a class action settlement. This notice is being mailed to you because you have been identified as owning or leasing such a vehicle.

- **This proposed class action, pending in the United States District Court for the District of New Jersey, is captioned *Beatriz Tijerina, et al. v. Volkswagen Group of America, Inc., et al.*, Civil Action No. 2:21-cv-18755-BRM-LDW (the “Action”). The parties have agreed to a class settlement of the Action, which the Court preliminarily approved, and have asked 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 approve 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 approve the Settlement. Payments will be made only if the Court approves the Settlement and after appeals, if any, are resolved.**

BASIC INFORMATION

1. Why you received this notice, and what the Action and settlement benefits are.

According to records, you are a current or past U.S. owner or lessee of a model year 2018-2024 Volkswagen Atlas vehicle, that was imported and distributed by Volkswagen Group of America, Inc. (“VWGoA”) in the United States or Puerto Rico (hereinafter, collectively, “Settlement Class Vehicles”). The vehicles covered by this Settlement (“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.XXXXXX.com.

A Settlement Class Member is defined as a present or former owner or lessee of a Settlement Class Vehicle.

The Action claims that there was a defect in the second row seat latching mechanism in the Settlement Class Vehicles. VWGoA denies the claims and maintains that the second row seat latching mechanisms in the Settlement Class Vehicles are not defective, were properly designed, manufactured, marketed and sold, function properly, 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 under which eligible Settlement Class Members who qualify may obtain the following benefits:

I. Owner’s Manual Insert and Instructional Video

For owners/lessees of certain model year 2021-2023 Settlement Class Vehicles with production dates between October 5, 2020 and February 18, 2022, Volkswagen has provided, with this Class Notice, an Owner’s Manual insert (“OM Insert”) containing certain instructions and warnings regarding second row seat latching, which will also be available on www.KnowYourVW.com.

Questions? Call 1-___-___-___ or visit www.XXXXXX.com

In addition, an instructional video will be available on www.KnowYourVW.com, showing how to properly latch the second row seat in Settlement Class Vehicles and to check to confirm that the second row seat has been properly latched.

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

Effective on _____ [NOTICE DATE], VWGoA will extend the New Vehicle Limited Warranty (“NVLW”) for all Settlement Class Vehicles to cover the cost of repair or replacement, by an authorized Volkswagen dealer, of a failed or malfunctioned second row seat latching mechanism diagnosed by a Volkswagen dealer, during a period of 10 years or 100,000 miles (whichever occurs first) from the Settlement Class Vehicle’s In-Service date. The Warranty Extension shall cover component parts of the second row seat latching mechanism that are necessary to perform said repair or replacement.

Excluded from the Warranty Extension are any second row seat latching failures or malfunctions resulting from damage, abuse, alteration, modification, collision or crash, vandalism, and/or other impact or damage from outside sources.

The Warranty Extension will be subject to the same terms and conditions as the original NVLW, and is fully transferable to subsequent owners to the extent that the time or mileage limitation of the Warranty Extension has not expired.

III. Reimbursement of Certain Past Paid (and Unreimbursed) Out-of-Pocket Expenses

Settlement Class Members who submit to the Claim Administrator (by mail or online through the Settlement Website) a timely and complete Claim for Reimbursement shall be eligible for 100% reimbursement of the past paid (and unreimbursed) cost (parts and labor) of one (1) repair or replacement of a failed or malfunctioned second row seat latching mechanism in a Settlement Class Vehicle that was performed and paid for prior to the Notice Date and within 10 years or 100,000 miles (whichever occurred first) from the vehicle’s In-Service Date.

If the past paid covered repair was not performed by an authorized Volkswagen dealer, the amount of reimbursement shall not exceed a maximum amounts (parts and labor) of \$645 for repair or replacement of a seat latch and/or seat latch cover, or \$1,700 for repair or replacement of the second row seat and/or second row seat frame.

Any reimbursement under this Section is conditioned upon timely presentation of a fully completed, signed and dated Claim Form together with the required Proof of Repair Expense.

IV. Required Proof:

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

A. In order to submit a valid Claim for Reimbursement under this Settlement, you must mail to the Claim Administrator, by first-class mail post-marked no later than _____ [75-days from Notice Date], or submit online to the Claim Administrator through the Settlement Website no later than _____ [75-days from Notice Date], a fully completed, signed and dated Claim Form, a copy of which accompanies this Notice and is also available at www.XXXXXX.com, together with all required Proof of Repair Expense documentation listed below.

1. An original or legible copy of a repair invoice(s) or record(s) documenting the repair covered under the Settlement and containing the claimant’s 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, the 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, and the amount charged (parts and labor) for the repair covered under the Settlement. If you opt to send an original document, please make and retain a copy for yourself.

2. Proof of the Settlement Class Member’s payment for the repair covered under the Settlement;

3. 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 Claim Form, the Claim shall contain proof that the claimant is a Settlement Class Member and that the vehicle is a Settlement Class Vehicle;

V. Limitations:

A. Any reimbursement pursuant to this Settlement shall be reduced by the amount of any payment, concession, goodwill accommodation, or discount(s) already received from any source (including VWGoA, a Volkswagen dealer, an insurer, service contract provider, or extended warranty provider, or any other person or entity) for all or part of the amount of the repair that is the subject of the Claim for Reimbursement.

B. Any repair that was due to misuse, abuse, accident, crash, racing, improper operation, lack of or improper maintenance, and/or damage from an external source, does not qualify for reimbursement.

C. VWGoA will not be responsible for, and shall not warrant, repair or replacement work performed at an independent service center.

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 Defendants. Instead, both sides agreed to a Settlement with no decision or admission of who is right or wrong. That way, all parties avoid the risks and cost of a trial, and the people affected (the Settlement Class Members) will receive benefits quickly. The Court has granted preliminary approval of the Settlement, and the Class Representatives and attorneys believe it 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 present and former U.S. owners and lessees of Settlement Class Vehicles purchased or leased 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 VWGoA, and their family members; (c) any affiliate, parent, or subsidiary of VWGoA and any entity in which VWGoA 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 who 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 final approval of the Settlement, settled with and released VWGoA 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.XXXXX.com to determine if it is a Settlement Class Vehicle. You can also call the Claim Administrator at 1-____-____-____ or visit www.XXXXX.com for more information.

SETTLEMENT BENEFITS – WHAT YOU GET

Questions? Call 1-____-____-____ or visit www.XXXXX.com

5. What does the Settlement provide?

The benefits afforded by the Settlement are described in Section 1. Additional details are provided in the next three sections.

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 prior to the Notice Date and within 10 years or 100,000 miles (whichever occurred first) of the Settlement Class Vehicle's In-Service Date, 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 _____ [75-days after Notice Date]:

- A. Complete, sign under penalty of perjury, and date a Claim Form. (There is one enclosed with this Class Notice, and you can also download one at www.XXXXX.com). It is recommended that you keep a copy of the completed Claim Form; and
- B. Submit the completed, signed, and dated Claim Form, along with all required supporting documentation to the Claim Administrator either (i) by first-class mail, post-marked no later than _____ [75-days after Notice Date] at the address of the Claim Administrator provided on the Claim Form, or (ii) online at www.XXXXX.com no later than _____ [75-days after Notice Date]. The information that must be reflected in your records is described above and on the Claim Form. It is recommended that you keep a copy of your records and receipts.

If you are otherwise 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, and the Court approves the Settlement, your reimbursement will be mailed to you within one hundred (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 XXXXXXXXXX, to decide whether to approve the Settlement as fair, reasonable, and adequate. Information about the progress of the case will be available at www.XXXXX.com.

If the Claim Administrator determines your Claim should not be paid, you will be mailed a letter telling you this. If the reason for rejecting your Claim is due to a deficiency in your Claim Form and/or supporting proof, the letter or notice will notify you of the deficiency(ies) in your Claim, and what needs to be submitted, and by when, to correct the deficiency(ies). 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 will be able to receive the benefits of the Settlement 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, allegations, and claims that were or could have been asserted in this case and the Released Claims set forth in the Settlement Agreement. 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.S and I.T of the Settlement Agreement, a copy of which is available for review on the settlement website, www.XXXXX.com. The Released Claims do not include claims for personal injury(ies) and property damage (other than damage to the Settlement Class Vehicle related to the second row seat latching mechanism).

EXCLUDING YOURSELF FROM THE SETTLEMENT

Questions? Call 1-____-____-____ or visit www.XXXXX.com

10. How do I Exclude Myself from this Settlement?

You have a right, if you so desire, to exclude yourself from this Settlement. To exclude yourself from the Settlement, you must send a written Request for Exclusion by U.S. mail, post-marked no later than _____ [45-days after Notice Date]. Your Request for Exclusion must include all of the following or else it will be denied: 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 it must specifically and unambiguously state your desire to be excluded from the Settlement Class. You must mail your exclusion request, post-marked no later than [45-days after Notice Date], to each of the following:

CLAIM ADMINISTRATOR	CLASS COUNSEL	DEFENSE COUNSEL
JND Legal Administration	CAROLINE BARTLETT, ESQ. CARELLA, BYRNE, CECCHI, BRODY & AGNELLO, P.C. 5 BECKER FARM ROAD, 3rd FLOOR ROSELAND, NJ 07068	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 timely submit a complete Request for Exclusion to the above addresses by U.S. mail, you will not receive any benefits of the Settlement and you cannot object to the Settlement. You will not be legally bound by anything that happens in this Action.

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 Carella, Byrne, Cecchi, Brody & Agnello, P.C.; Hagens Berman Sobol Shapiro LLP; and Seeger Weiss LLP as "Class Counsel" to represent 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?

The Parties will attempt to reach agreement on reasonable Class Counsel Fees and Expenses for which Class Counsel may apply to the Court. If the Parties are unable to reach agreement, Class Counsel will make an application for reasonable Class Counsel Fees and Expenses to the Court, to which Defendant may respond as it deems appropriate. The Court's award of reasonable Class Counsel Fees and Expenses, if any, shall be subject to rights of appeal by any of the Parties.

Class Counsel will also apply to the Court for service awards, in the amount of \$2,500 each, to the named Plaintiffs, Beatriz Tijerina, David Concepcion, Gina Aprile, Theresa Gillespie, Diana Ferrara, Lauren Daly, Shane McDonald, Kasem Curovic, Christa Callahan, Erica Upshur, Johnnie Moutra, Jennifer Tolbert, Derek Lowe, Phillip Hooks, and Delia Masone, who have conditionally been approved as Settlement Class Representatives, for their efforts in pursuing this litigation for the benefit of the Settlement Class.

Any award for Class Counsel Fees and Expenses, and any service awards to Settlement Class Representatives, will be paid separately by Defendant and will not reduce any benefits 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 Settlement Class Representative service awards will be filed by XXXXXXXX, and a copy will be made available for review at www.XXXXXX.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 awards. You cannot ask the Court to order a different settlement; the Court can only approve or reject the proposed Settlement. If the Court denies approval of the Settlement, no settlement payments will be sent out and the Action will continue. If that is what you want to happen, you must object on a timely basis. You are not required to submit anything to the Court unless you are objecting or wish to be excluded from the Settlement.

To object 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, *Beatriz Tijerina, et al. v. Volkswagen Group of America, Inc., et al.*, Civil Action No. 2:21-cv-18755-BRM-LDW, United States District Court for the District of New Jersey, via its electronic filing system, no later than _____ [45-days after Notice Date], or
- ii. File your written objection or comment, and any supporting papers or materials, with the Court in person at the 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 _____ [45-days after Notice Date], 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 _____ [45-days after Notice Date]:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
HON. BRIAN MARTINOTTI UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY 50 WALNUT STREET NEWARK, NEW JERSEY 07102	CAROLINE BARTLETT, ESQ. CARELLA, BYRNE, CECCHI, BRODY & AGNELLO, P.C. 5 BECKER FARM ROAD, 3rd FLOOR ROSELAND, NJ 07068	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 *Beatriz Tijerina, et al. v. Volkswagen Group of America, Inc., et al.*, Civil Action No. 2:21-cv-18755-BRM-LDW, United States District Court for the District of New Jersey, and must include all of the following: (i) your full name, current address and telephone number; the model, model year and VIN of your Settlement Class Vehicle, along with 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); (ii) a written statement of all your factual and legal grounds for objecting; (iii) copies of any papers, briefs and/or other documents upon which the objection is based and which are pertinent to the objection; (iv) the name, address, and telephone number of any counsel representing you; (v) a statement of whether you intend to appear at the Final Fairness Hearing, either with or without counsel, and the identity(ies) of any counsel who will appear on your behalf; and (vi) a detailed list of any other objections submitted by the objector, 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, or affirmatively state that the Settlement Class Member or his/her counsel has not

objected to any other class action settlement in the United States in the previous five (5) years, in the written materials provided with the objection.

Any Settlement Class Member who does not submit a written comment on, or objection to, the proposed Settlement or the application of Class Counsel for service awards or attorneys' Fees and Expenses in accordance with the deadline and procedure set forth herein, shall waive his/her right to do so, and to appeal from any order or judgment of the Court concerning this Action.

17. Can I attend the Final Fairness Hearing?

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 _____ [45-days After Notice Date], 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 provide a Notice of Intention to Appear in accordance with the deadline and other requirements set forth in this Settlement Agreement and Class Notice shall be deemed to have waived any right to appear, in person or by counsel, at the Final Fairness Hearing.

18. 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

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

The Court will hold a Final Fairness Hearing **on XXXXXXXX at XXXX** before the Honorable Brian Martinotti, United States District Judge, United States District Court for the District of New Jersey, Martin Luther King Jr. Federal Building and United States Courthouse, 50 Walnut Street, Newark, New Jersey 07102, to determine whether the Settlement should be granted final approval. At this Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider Class Counsel's application for Fees and Expenses and service awards to the Settlement Class Representatives. The date of the Final Fairness Hearing may change without further notice to the Settlement Class, so you should check the Settlement Website or the Court's PACER site to confirm that the date has not changed.

20. Do I have to come to the 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. Your objection will be considered by the Court whether you or your lawyer attend or not.

21. May I speak at the Fairness Hearing?

If you do not exclude yourself, you may ask the Court's permission to speak at the Fairness Hearing concerning the proposed Settlement or the application of Class Counsel for Fees and Expenses and Settlement Class Representative service awards. To do so, you must file with the Clerk of the Court, and serve upon all counsel identified in Section 16 of this Class Notice, a Notice of Intention to Appear at the Fairness Hearing, saying that it is your intention to appear at the Fairness Hearing in *Beatriz Tijerina, et al. v. Volkswagen Group of America, Inc., et al.*, Civil Action No. 2:21-cv-18755-BRM-LDW, United States District Court for the District of New Jersey. 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

Questions? Call 1-____-____-____ or visit www.XXXXXX.com

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 upon all counsel designated in the Class Notice, by the objection deadline of _____ [45-Days after Notice Date]. You cannot speak at the Fairness Hearing if you excluded yourself from the Settlement.

IF YOU DO NOTHING

22. What happens if I do nothing at all?

If you do nothing, you will be bound by the Settlement if the Court approves it, including all orders, judgements and the release of claims set forth in the Settlement.

MORE INFORMATION

23. Where can I get more information?

Visit the website at www.XXXXXX.com where you can look up your vehicle's VIN to determine if it is Settlement Class Vehicle, find extra Claim Forms, and review a copy of the Settlement Agreement, the pleadings, and other pertinent documents and information on 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 Claim Administrator at 1-____-____-____ or email [INSERT EMAIL ADDRESS].

Exhibit 3

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

BEATRIZ TIJERINA, DAVID CONCEPCIÓN,
GINA APRILE, THERESA GILLESPIE,
TALINA HENDERSON, DIANA FERRARA,
LAUREN DALY, SHANE MCDONALD,
KASEM CUROVIC, CHRISTA CALLAHAN,
ERICA UPSHUR, JOHNNIE MOUTRA,
JENNIFER TOLBERT, DEREK LOWE, PHILLIP
HOOKS, and DELIA MASONE, Individually and
on behalf of All Others Similarly Situated,

Plaintiffs,

vs.

VOLKSWAGEN GROUP OF AMERICA, INC.
and VOLKSWAGEN AKTIENGESELLSCHAFT,

Defendants.

Civil Action No. 2:21-cv-11251-MCA

**[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), and Plaintiffs Unopposed Motion for Preliminary Approval, the parties seek entry of an order, *inter alia*, granting preliminary approval of the Class Settlement of this Action (“Settlement”) pursuant to the terms and provisions of the parties’ Settlement Agreement dated July 8, 2024, with attached exhibits (collectively, “Settlement Agreement”); preliminarily certifying the proposed Settlement Class for settlement purposes only; directing Notice to the Settlement Class pursuant to the parties’ proposed Notice Plan; preliminarily appointing the Settlement Class Representatives, Settlement Class Counsel and the Claims Administrator; directing the timing and procedures for any objections to, and requests for exclusion from, the Settlement; setting forth other procedures, filings and deadlines; and scheduling the Final Fairness Hearing; and

WHEREAS, the Court has read and carefully 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 grants preliminary approval of the Settlement Agreement, and all of its terms and provisions, as fair, reasonable and adequate under, and in all respects satisfying, Fed. R. Civ. P. 23 (“Rule 23”), subject to further consideration at the Final Fairness Hearing.

3. Pursuant to Rule 23, the Court preliminarily certifies, for settlement purposes only, the following Settlement Class:

All present and former U.S. owners and lessees of certain specific model year 2018 through 2024 Volkswagen Atlas vehicles purchased or leased in the United States or Puerto Rico that are designated individually by Vehicle Identification Number (VIN) in Exhibit 4 to the Settlement Agreement, which were distributed by Volkswagen Group of America, Inc. for sale or lease in the United States and Puerto Rico (hereinafter “Settlement Class”).

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 Defendants, and their family members; (c) any affiliate, parent or subsidiary of Defendants and any entity in which Defendants have 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 who 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 the Settlement Agreement, settled with and released Defendants 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 the law firms of Carella, Byrne, Cecchi, Brody & Agnello, P.C.; Hagens Berman Sobol Shapiro LLP; and Seeger Weiss LLP as Class Counsel for the Settlement Class.

5. The Court preliminarily appoints Plaintiffs Beatriz Tijerina, David Concepcion, Gina Aprile, Theresa Gillespie, Diana Ferrara, Lauren Daly, Shane McDonald, Kasem Curovic, Christa Callahan, Erica Upshur, Johnnie Moutra, Jennifer Tolbert, Derek Lowe, Phillip Hooks, and Delia Masone as Settlement Class Representatives.¹

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/or fact common to the Settlement Class that predominate over individual questions; (c) the claims of the Settlement Class Representatives are typical of the claims of the Settlement Class; (d) the Settlement Class Representatives 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. The activities and 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, and their relative positions, strengths, weaknesses, risks, and benefits to each Party, and as such, to

¹ The Court approves the withdrawal of Talina Henderson, who is deceased, as a named Plaintiff and proposed Settlement Class Representative, and her name is hereby deemed removed from the operative Complaint and Settlement Agreement *nunc pro tunc*.

negotiate a Settlement Agreement that is fair, reasonable and adequate and reflects those considerations.

9. The Court also 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 the form and content of the Settlement Class Notice (Exhibit 2 to the Settlement Agreement) and the Claim Form (Exhibit 1 to the Settlement Agreement). The Court further finds that the mailing of the Settlement Class Notice, in the manner set forth in the Settlement Agreement, as well as the establishment of a settlement website, satisfies Rule 23, due process, and constitutes the best notice practicable under the circumstances. The Notice Plan set forth in the Settlement Agreement 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, 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, Class Counsel's application for Fees and Expenses and/or the application for Settlement Class representative Service Awards, 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. The Court authorizes the Parties to make non-material modifications to the Settlement Class Notice and Claim Form prior to mailing if they jointly agree that any such changes are appropriate.

11. Accordingly, the Court hereby approves, and directs the implementation of, the Notice Plan pursuant to the terms of the Settlement Agreement.

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 counsel and the Court, as well as any other duties required under the Settlement Agreement.

11. The Departments of Motor Vehicles within the United States and its territories are ordered to provide approval to Polk/IHS Markit, 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. Polk/IHS Markit, or any other company so retained, is ordered to license, pursuant to agreement between Defendant and Polk/IHS Markit or such other company, and/or the Claim Administrator and Polk/IHS Markit 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.

12. Any Settlement Class Member who wishes to be excluded from the Settlement Class must mail, by first-class mail postmarked no later than forty-five (45) 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) Caroline F. Bartlett, Esq., Carella, Byrne, Cecchi, Brody & Agnello, P.C., 5 Becker Farm Road, 3rd Floor, Roseland, New Jersey 07068 on behalf of 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 include all of the following:

- a. The Settlement Class Member's full name, address and telephone number, and identify the model, model year and VIN of the Settlement Class Vehicle;
- b. State that he/she/it is or was a present or former owner or lessee of a Settlement Class Vehicle; and
- c. Specifically and unambiguously state his/her/its desire to be excluded from the Settlement Class.

13. Any Settlement Class Member who fails to submit a timely and complete Request for Exclusion sent 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.

14. 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 Class Counsel Fees and Expenses and/or Settlement Class Representative service awards.

- 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 forty-five (45) days of the Notice Date; or (ii) mail, via first-class mail postmarked within forty-five (45) 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) Caroline F. Bartlett, Esq., Carella, Byrne, Cecchi, Brody & Agnello, P.C., 5 Becker Farm Road, 3rd Floor, Roseland, New Jersey 07068 on behalf of 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, registration, or license receipt); (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 Approval 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 Approval 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.

- c. 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 they approve of the Settlement, or why the proposed Settlement should not be approved as fair, reasonable and adequate, or to object to any motion for Class Counsel Fees and Expenses or Settlement Class Representative service awards. 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 appearing Settlement Class Member (or the appearing 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.

- d. 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.

15. 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, Released Parties or Plaintiffs on any allegation, claim, defense, or point of fact or law in connection with this Action;
- d. Neither the Settlement Agreement, Settlement terms, this Order, any underlying matters, nor any other filings or publicly disseminated information regarding the Settlement, including, without limitation, the Class Notice, motions and other court filings, 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.

16. 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, any action or proceeding against any of the Released Parties 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.

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

18. 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 and/or the Court’s docket regularly for updates and further details regarding this Settlement and any submissions by the Parties including, but not limited to, any responses to objections and requests for exclusion:

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]
Class Counsel's Fee and Expense Application and request for service awards for the Plaintiffs-Settlement Class Representatives	_____ [124-days after issuance of Preliminary Approval Order]
Deadline for Objections to the Settlement, Class Counsel's Fee and Expense Application, and/or the request for Settlement Class Representative service awards	_____ [145-days after issuance of Preliminary Approval Order; 45-days after the Notice Date]
Deadline for Requests for Exclusion from the Settlement	_____ [145-days after issuance of Preliminary Approval Order; 45-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 timely and proper 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]

SO-ORDERED:

Date: _____

Honorable Brian Martinotti
United States District Judge

EXHIBIT B



JAMES E. CECCHI
Member

5 Becker Farm Road
Roseland, NJ 07068
Tel.: (973) 994-1700
Fax: 973-994-1744
Email: jcecchi@carellabyrne.com

James E. Cecchi founded and directs Carella Byrne's class action practice - one of the preeminent consumer class action firms in the State of New Jersey and the United States. Mr. Cecchi has held leadership positions in many of the nation's most complex and important consumer class actions effecting consumer rights in the last ten years and, under his leadership, the firm has returned billions of dollars to consumers. Select representative matters are listed below.

Prior to joining the firm in 1994, Mr. Cecchi served in the United States Department of Justice as an Assistant United States Attorney for the District of New Jersey, participating in significant criminal prosecutions involving money laundering, narcotics smuggling, and violations of federal firearms laws. From 1989-1991, Mr. Cecchi served as a law clerk to the Honorable Nicholas H. Politan, United States District Judge, District of New Jersey (Ret.).

- *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) (Hon. Dan A. Polster) (James Cecchi appointed to Plaintiffs' Executive Committee relating to marketing of opioid drugs. Mr. Cecchi was the sole negotiator between the State of New Jersey and its subdivisions regarding the allocation of settlement funds from the nation's largest drug distributors and Janssen Pharmaceutical, ultimately achieving a 50% allocation (more than \$300,000,000.00) to the subdivisions.)
- *In re: Volkswagen "Clean Diesel" Marketing, Sales Practices, and Products Liability Litigation*, MDL No. 2672 (N.D. Cal.) (Hon. Charles R. Breyer) (James Cecchi appointed to Steering Committee and as Settlement Class Counsel; settlement in excess of \$15,000,000,000 for consumer fraud and warranty claims arising from the use of a defeat device to evade U.S. emissions regulations.)
- *In re: Takata Airbag Products Liability Litigation*, MDL No. 2599 (S.D. Fla.) (Hon. Frederico A. Moreno) (James Cecchi appointed to Steering Committee and as Settlement Class Counsel; settlement in excess of \$1,500,000,000 for consumer fraud and warranty claims arising from use of defective and dangerous airbags; the case is ongoing as it pertains to second-wave defendants, including Mercedes Benz USA.)
- *In re: American Medical Collection Agency, Inc. Customer Data Security Breach Litigation*, MDL No. 2904 (D.N.J.) (Hon. Madeline Cox Arleo) (James Cecchi appointed sole Lead Counsel in national Multi-District data breach litigation.)
- *In re: Mercedes-Benz Emissions Litigation*, Civil Action No. 16-cv-881 (D.N.J.) (Hon. Kevin McNulty) (James Cecchi appointed as Interim Co-Lead Counsel for Plaintiffs and the Proposed Class in a case arising out of the alleged use of a defeat device to evade U.S. emissions regulations; settlement with value in excess of \$700,000,000 granted final approval.)

- *In re: Liquid Aluminum Sulfate Antitrust Litigation*, MDL No. 2687 (D.N.J.) (Hon. Jose L. Linares) (James Cecchi appointed as Lead Counsel and secured a settlement of greater than \$100,000,000.)
- *In Re Effexor XR Antitrust Litigation*, Civil Action No. 11-cv-5661 (D.N.J.) (Hon. Joel A. Pisano) (claims on behalf of indirect purchasers of brand-name drug alleging that manufacturer obtained patent by fraud and enforced patent by sham litigation to maintain illegal monopoly of brand-name drug. James Cecchi appointed as Chair of Plaintiffs' Indirect Purchaser Executive Committee.)
- *Davis Landscape v. Hertz Equipment Rental*, Civil Action No. 06-cv-3830 (D.N.J.) (Hon. Dennis M. Cavanaugh) (Co-Lead Counsel in settlement valued at over \$50,000,000 on behalf of contested nationwide class asserting claims that HERTZ' loss/damage waiver charges violated the New Jersey Consumer Fraud Act because it provides no benefit to customers.)
- *In Re: Merck & Co., Inc., Securities, Derivative & "ERISA" Litigation*, MDL No. 1658 (D.N.J.) (Hon. Stanley R. Chesler) (securities fraud claims arising from Merck's failure to disclose problems with commercial viability of anti-pain drug Vioxx which settled for more than \$1,000,000,000.)
- *In re: Mercedes-Benz Tele-Aid Contract Litigation*, MDL No. 1914 (Hon. Dickson R. Debevoise) (Co-Lead Counsel in \$40,000,000 settlement of consumer fraud claims arising from Mercedes' failure to notify Tele-Aid customers of mandated change from analog to digital system, and charging customers to replace system Mercedes knew would be obsolete.)

Practice Areas

- Class Action
- Construction Law
- Intellectual Property
- Litigation

Bar Admissions

- New Jersey State Bar
- New York State Bar

Court Admissions

- United States District Court for the District of New Jersey
- United States District Court for the Southern District of New York
- United States District Court for the Eastern District of New York
- United States Court of Appeals for the Third Circuit
- United States Court of Appeals for the Second Circuit
- United States Court of Appeals for the Eleventh Circuit
- United States Court of Appeals for the Federal Circuit
- United States Supreme Court

Honors

- "AV" rated by Martindale Hubbell
- New Jersey Super Lawyers, 2006 - 2023
 - *This award was conferred by Super Lawyers®, part of Thomson Reuters. Please visit the Super Lawyers Selection Process for a detailed description of the Super Lawyers selection methodology. No aspect of this advertisement has been approved by the Supreme Court of New Jersey.*



CLASS ACTION RESUME

Formed in 1976, Carella Byrne is one of the leading law firms in the New Jersey - New York metropolitan area, serving a diverse clientele ranging from small businesses to Fortune 500 corporations. Carella Byrne's class action practice - founded and led by James E. Cecchi - is the preeminent consumer class action firm in the State of New Jersey and across the United States. Mr. Cecchi has held leadership positions in many of the nation's most complex and important consumer class actions effecting consumer rights in the last ten years including those listed below

REPRESENTATIVE MATTERS

- *In re: Volkswagen "Clean Diesel" Marketing, Sales Practices, and Products Liability Litigation*, MDL No. 2672 (N.D. Cal.) (Hon. Charles R. Breyer) (James Cecchi appointed to Steering Committee and as Settlement Class Counsel; settlement in excess of \$15,000,000,000 for consumer fraud and warranty claims arising from the use of a defeat device to evade U.S. emissions regulations).
- *In re: Takata Airbag Products Liability Litigation*, MDL No. 2599 (S.D. Fla.) (Hon. Frederico A. Moreno) (James Cecchi appointed to Steering Committee and as Settlement Class Counsel; settlement in excess of \$1,500,000,000 for consumer fraud and warranty claims arising from use of defective and dangerous airbags; the case is ongoing as it pertains to second-wave defendants, including Mercedes Benz USA).
- *In re: American Medical Collection Agency, Inc. Customer Data Security Breach Litigation*, MDL No. 2904 (D.N.J.) (Hon. Madeline Cox Arleo) (James Cecchi appointed sole Lead Counsel in national Multi-District data breach litigation).
- *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) (Hon. Dan A. Polster) (James Cecchi appointed to Plaintiffs' Executive Committee relating to marketing of opioid drugs; recent settlements include a proposed \$26 billion settlement with the nation's largest drug distributors and Johnson & Johnson; recent trial team victories include Track 3 bellwether of \$650.6 million).
- *In re: Mercedes-Benz Emissions Litigation*, Civil Action No. 16-cv-881 (D.N.J.) (Hon. Kevin McNulty) (James Cecchi appointed as Interim Co-Lead Counsel for Plaintiffs Plaintiffs and the Proposed Class in a case arising out of the alleged use of a defeat device to evade U.S. emissions regulations; settlement with value in excess of \$700,000,000 granted final approval).
- *In re: Vytorin/Zetia Marketing, Sales Practices and Products Liability Litigation*, MDL No. 1938 (D.N.J.) (Hon. Dennis M. Cavanaugh); *In re Schering-Plough/Enhance Securities Litigation*, Civil Action No. 08-cv-397 (D.N.J.) (Hon. Dennis M. Cavanaugh) (consumer and securities fraud claims arising from marketing and sale of anti-cholesterol drugs Vytorin and Zetia) (Co-Lead Counsel in Consumer Cases which settled for \$41,500,000 and Liaison Counsel in Securities Cases which collectively settled for \$688,000,000).

- *In re: Liquid Aluminum Sulfate Antitrust Litigation*, MDL No. 2687 (D.N.J.) (Hon. Jose L. Linares) (James Cecchi appointed as Lead Counsel and secured a settlement of greater than \$100,000,000).
- *In re: Effexor XR Antitrust Litigation*, Civil Action No. 11-cv-5661 (D.N.J.) (Hon. Joel A. Pisano) (Chair of Plaintiffs' Indirect Purchaser Executive Committee).
- *Davis Landscape v. Hertz Equipment Rental*, Civil Action No. 06-cv-3830 (D.N.J.) (Hon. Dennis M. Cavanaugh) (Co-Lead Counsel in settlement valued at over \$50,000,000 on behalf of contested nationwide class asserting claims that HERTZ' loss/damage waiver charges violated the New Jersey Consumer Fraud Act because it provides no benefit to customers).
- *In re: Merck & Co., Inc., Securities, Derivative & "ERISA" Litigation*, MDL No. 1658 (D.N.J.) (Hon. Stanley R. Chesler) (Securities fraud claims arising from Merck's failure to disclose problems with commercial viability of anti-pain drug Vioxx which settled for more than \$1,000,000,000).
- *In re: Mercedes-Benz Tele-Aid Contract Litigation*, MDL No. 1914 (Hon. Dickson R. Debevoise) (Co-Lead Counsel in \$40,000,000 settlement of consumer fraud claims arising from Mercedes' failure to notify Tele-Aid customers of mandated change from analog to digital system, and charging customers to replace system Mercedes knew would be obsolete).
- *In re: TikTok Consumer Privacy Litigation*, MDL No. 2948-A (N.D. Ill.) (Hon. Rebecca R. Pallmeyer) (James E. Cecchi appointed to Plaintiffs' Steering Committee).
- *In re: Samsung Customer Data Security Breach Litigation*, MDL No. 3055 (D.N.J.) (Hon. Christine P. O'Hearn) (James E. Cecchi appointed as Lead Counsel).
- *In re: Fortra File Transfer Software Data Security Breach Litigation*, MDL No. 3090 (S.D. Fla.) (Hon. Rodolfo A. Ruiz, II) (James E. Cecchi appointed as MDL Track Coordination and Settlement Counsel).
- *In re: T-Mobile Customer Data Security Breach Litigation*, MDL No. 3073 (W.D. Mo.) (Hon. Brian. C. Wimes) (James E. Cecchi appointed as Co-Lead Class Counsel).
- *In re: AT&T Inc. Customer Data Security Breach Litigation*, MDL No. 3114 (N.D. Tex.) (Hon. Ada Brown) (James E. Cecchi appointed to Plaintiffs' Executive Committee).

EXHIBIT C

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Ridgefield Park, NJ 07660
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seegerweiss.com

SEEGERWEISS_{LLP}

One of the preeminent trial law firms in the nation, Seeger Weiss is best known for its landmark verdicts and settlements in class action and multidistrict litigation on behalf of consumers, veterans, athletes, farmers, municipalities, counties, and other injured parties. Since its founding in 1999, the firm has led and tried some of the most complex and high-profile litigations in the nation, including multiple bellwether trials, in both state and federal courts.

Team	Languages	Offices
Managing partners: <ul style="list-style-type: none">• Christopher A. Seeger• Stephen A. Weiss• David R. Buchanan	<ul style="list-style-type: none">• English• German• Hebrew• Hindi• Korean• Russian• Spanish• Urdu	New Jersey 55 Challenger Road Ridgefield Park, NJ 07660
Total partners: 12		New York 100 Church Street New York, NY 10007
Total lawyers: 50		Pennsylvania 325 Chestnut Street Suite 917 Philadelphia, PA 19106
		Massachusetts 1280 Centre Street Suite 230 Newton, MA 02459

Representative Cases

Data & Technology Disputes

AT&T Inc. Customer Data Security Breach Litigation

NORTHERN DISTRICT OF TEXAS – MDL No. 3114

Executive Committee in nationwide multi district litigation prosecuting consumer data privacy claims on behalf of over 70 million consumers.

American Medical Collection Agency, Inc. Customer Data Security Breach Litigation

DISTRICT OF NEW JERSEY – MDL No. 2904

Co-lead counsel (Quest Track) in class action prosecuting consumer data privacy claims.

Intel Corp. CPU Marketing, Sales Practices & Products Liability Litigation

DISTRICT OF OREGON – MDL No. 2828

Co-lead counsel in class action prosecuting consumer fraud, product defect and related claims.

Social Media Adolescent Addiction/Personal Injury Products Liability Litigation

NORTHERN DISTRICT OF CALIFORNIA – MDL No. 3047

Appointed counsel to the co-leads and settlement counsel in MDL prosecuting product liability, negligence, nuisance, and other claims against social media platforms concerning mental and physical harm to children and impact on schools.

Volkswagen “Clean Diesel” Marketing, Sales Practices, & Products Liability Litigation

NORTHERN DISTRICT OF CALIFORNIA – MDL No. 2672

Steering Committee in class action arising from consumer fraud. Over \$20 billion settlement on behalf of over 500,000 class members.

Mercedes-Benz Emissions Litigation

DISTRICT OF NEW JERSEY

Co-counsel prosecuting class action alleging consumer fraud, RICO, and related claims. \$700 million settlement on behalf of class members.

HealthEC Data Breach

DISTRICT OF NEW JERSEY

Executive Committee in class action prosecuting consumer data privacy claims on behalf of 4.5 million patients.

Samsung Data Breach

DISTRICT OF NEW JERSEY – MDL No. 3055

Executive Committee in class action prosecuting consumer data privacy claims on behalf of millions of consumers.

Apple Smartphone Antitrust

DISTRICT OF NEW JERSEY – MDL No. 3113

Consumer Protection

Fenner et al. v. General Motors LLC et al.

EASTERN DISTRICT OF MICHIGAN

Co-counsel prosecuting class action alleging consumer fraud, RICO, and related claims.

Counts et al. v. General Motors, LLC

EASTERN DISTRICT OF MICHIGAN

Co-counsel prosecuting class action alleging consumer fraud, RICO, and related claims.

Bledsoe et al. v. FCA US LLC et al.

EASTERN DISTRICT OF MICHIGAN

Co-counsel prosecuting class action alleging consumer fraud, RICO, and related claims.

Gamboa et al. v. Ford Motor Company et al.

EASTERN DISTRICT OF MICHIGAN

Co-counsel prosecuting class action alleging consumer fraud, RICO, and related claims.

Rickman v. BMW of North America

DISTRICT OF NEW JERSEY

Co-counsel prosecuting class action alleging consumer fraud, RICO, and related claims.

FieldTurf Artificial Turf Marketing & Sales Practices Litigation

DISTRICT OF NEW JERSEY – MDL No. 2779

Co-lead counsel prosecuting class action for fraud, product defect, and related claims. Reached multimillion dollar class settlement.

Chinese-Manufactured Drywall Products Liability Litigation

EASTERN DISTRICT OF LOUISIANA – MDL No. 2047

Lead trial counsel and trial committee chair in MDL prosecuting fraud, product defect, and related claims. Over \$1 billion settlement on behalf of nearly 5,000 plaintiffs.

Product Liability

3M Combat Arms Earplug Products Liability Litigation

NORTHERN DISTRICT OF FLORIDA – MDL No. 2885

Co-lead counsel in MDL prosecuting product liability claims arising from product. Over \$6 billion settlement on behalf of 250,000 servicemembers and veterans.

Philips Recalled CPAP, Bi-Level Pap, and Mechanical Ventilator Products Litigation

WESTERN DISTRICT OF PENNSYLVANIA – MDL No. 3014

Co-lead counsel in MDL prosecuting claims arising from recalled medical device. Reached \$1.075 billion personal injury settlement, uncapped \$479 million economic loss settlement, and \$25 million medical monitoring settlement for patients and payers impacted by recall.

Davol, Inc. / C.R. Bard Inc. Polypropylene Hernia Mesh Products Liability Litigation

SOUTHERN DISTRICT OF OHIO – MDL No. 2846

Executive Committee member in MDL prosecuting product liability claims arising from medical product.

Depuy Orthopaedics, Inc. ASR Hip Implant Products Multidistrict Litigation

NORTHERN DISTRICT OF OHIO – MDL No. 2197

Executive Committee in MDL prosecuting fraud, product defect, and related claims. \$2.5 billion settlement.

Antitrust

Copaxone Antitrust Litigation

DISTRICT OF NEW JERSEY

Plaintiffs' Liaison Counsel in class action prosecuting antitrust claims on behalf of third-party payors.

Broiler Chicken Antitrust Litigation

DISTRICT OF ILLINOIS

Co-Counsel prosecuting antitrust action concerning major commercial purchaser claims held by opt outs.

Turkey Antitrust Litigation

DISTRICT OF ILLINOIS

Co-Counsel prosecuting antitrust action concerning major commercial purchaser claims held by opt out.

Cattle and Beef Antitrust Litigation

DISTRICT OF MINNESOTA

Co-Counsel prosecuting antitrust action concerning major commercial purchaser claims held by opt outs.

Pork Antitrust Litigation

DISTRICT OF MINNESOTA

Co-Counsel prosecuting antitrust action concerning major commercial purchaser claims held by opt outs.

Fragrance Direct Purchaser Antitrust Litigation

DISTRICT OF NEW JERSEY

Co-Counsel prosecuting antitrust class action on behalf of direct commercial purchasers.

Liquid Aluminum Sulfate Antitrust Litigation

DISTRICT OF NEW JERSEY – MDL No. 2687

Plaintiffs' Steering Committee member in class action that asserted antitrust claims on behalf of water treatment chemical purchasers. \$33 million settlement.

Polyurethane Foam Antitrust Litigation

NORTHERN DISTRICT OF OHIO – MDL No. 2196

Executive Committee member in class action that asserted antitrust claims on behalf of direct purchasers. Approximately \$428 million settlement.

Humira (Adalimumab) Antitrust Litigation

NORTHERN DISTRICT OF ILLINOIS

Executive Committee member in class action that asserted antitrust claims for end-payors.

German Automotive Manufacturers Antitrust Litigation

NORTHERN DISTRICT OF CALIFORNIA – MDL No. 2796

Plaintiffs' Steering Committee member in class action that asserted consumer antitrust claims.

Catastrophic Injury

NFL Players' Concussion Injury Litigation

EASTERN DISTRICT OF PENNSYLVANIA – MDL No. 2323

Co-lead counsel and chief negotiator for class of former NFL players. Over \$1 billion uncapped settlement fund plus medical testing program on behalf of over 20,000 plaintiffs.

Wildcats Bus Crash Litigation

NEW YORK SUPREME COURT OF LIVINGSTON COUNTY

Lead counsel. \$2.25 million verdict followed by \$36 million settlement on behalf of 11 plaintiffs.

Drug Injury

Glucagon-like Peptide-1 Receptor Agonists (GLP-1 RAs) Products Liability Litigation

DISTRICT OF Eastern Pennsylvania – MDL No. 3094

Co-lead counsel in ongoing MDL representing individuals injured by new class of diabetes and weight loss medications.

Proton-Pump Inhibitor Products Liability Litigation (No. II)

DISTRICT OF NEW JERSEY – MDL No. 2789

Co-lead counsel in ongoing MDL representing individuals injured by gastric acid reduction medication. \$590.4 million in settlements with multiple defendants.

Elmiron (Pentosan Polysulfate Sodium) Products Liability Litigation

DISTRICT OF NEW JERSEY – MDL No. 2973

Co-lead counsel in MDL representing individuals injured by interstitial cystitis medication.

Testosterone Replacement Therapy Products Liability Litigation

NORTHERN DISTRICT OF ILLINOIS – MDL No. 2545

Co-lead counsel and lead trial counsel in MDL representing individuals injured by testosterone medication. \$140 million verdict in bellwether case Konrad v. AbbVie Inc. and \$150 million verdict in bellwether case Mitchell v. AbbVie Inc.

Invokana Products Liability Litigation

DISTRICT OF NEW JERSEY – MDL No. 2750

Co-lead counsel in MDL representing individuals injured by diabetes medication. Confidential settlement on behalf of plaintiffs.

Vioxx Products Liability Litigation

EASTERN DISTRICT OF LOUISIANA – MDL No. 1657

Co-lead counsel in MDL representing individuals injured by pain medication. \$4.85 billion global settlement on behalf of more than 45,000 plaintiffs in approximately 27,000 claims.

Zyprexa Products Liability Litigation

EASTERN DISTRICT OF NEW YORK – MDL No. 1596

Liaison counsel. \$700 million first-round settlement and \$500 million second-round settlement.

Kendall v. Hoffman-La Roche, Inc.

SUPREME COURT OF NEW JERSEY

Co-trial counsel. \$10.6 million verdict on behalf of plaintiff.

McCarrell v. Hoffman-La Roche, Inc.

SUPREME COURT OF NEW JERSEY

Liaison counsel. \$25.16 million verdict on behalf of plaintiff.

Rossitto & Wilkinson v. Hoffmann La Roche, Inc.

NEW JERSEY SUPERIOR COURT

Lead trial counsel. \$18 million verdict on behalf of two plaintiffs.

Accutane Litigation

NEW JERSEY SUPERIOR COURT – MDL No. 2523

Lead trial counsel. \$25.5 million verdict on behalf of plaintiff.

Humeston v. Merck & Co.

NEW JERSEY SUPERIOR COURT

Co-trial counsel. \$47.5 million verdict on behalf of plaintiff.

Vytorin/Zetia Marketing, Sales Practices, & Products Liability Litigation

DISTRICT OF NEW JERSEY – MDL No. 1938

Co-liaison counsel and principal negotiator. \$41.5 million settlement.

Phenylpropanolamine (PPA) Products Liability Litigation

WESTERN DISTRICT OF WASHINGTON – MDL No. 1407

Co-lead counsel and principal negotiator. Over \$40 million nationwide settlement.

Xarelto (Rivaroxaban) Products Liability Litigation

EASTERN DISTRICT OF LOUISIANA – MDL No. 2592

Plaintiffs' Steering Committee member in MDL. \$775 million settlement on behalf of more than 25,000 plaintiffs.

Governmental Representation

Insulin Pricing Litigation

DISTRICT OF NEW JERSEY – MDL No. 3080

Co-lead counsel of the self-funded payer track prosecuting RICO, fraud, unjust enrichment, and consumer protection claims.

State of Arizona v. Optum Incorporated et al.

DISTRICT OF NEW JERSEY

Co-counsel prosecuting RICO, fraud, unjust enrichment, and consumer protection claims.

Pinellas County, Florida v. Eli Lilly and Company et al.

DISTRICT OF NEW JERSEY

Co-counsel prosecuting RICO, fraud, unjust enrichment, and consumer protection claims.

Lake County, Illinois v. Eli Lilly and Company et al.

DISTRICT OF NEW JERSEY

Co-counsel prosecuting RICO, fraud, unjust enrichment, and consumer protection claims.

County of Albany, New York v. Eli Lilly and Company et al.

DISTRICT OF NEW JERSEY

Co-counsel prosecuting RICO, fraud, unjust enrichment, and consumer protection claims.

City of Cleveland, Ohio v. Eli Lilly and Company et al.

DISTRICT OF NEW JERSEY

Co-counsel prosecuting RICO, fraud, unjust enrichment, and consumer protection claims.

County of Monmouth, New Jersey v. Eli Lilly and Company et al.

DISTRICT OF NEW JERSEY

Co-counsel prosecuting RICO, fraud, unjust enrichment, and consumer protection claims.

National Prescription Opiate Litigation

NORTHERN DISTRICT OF OHIO – MDL No. 2804

Member of Plaintiffs' Executive Committee, Settlement Committee, Manufacturers' Committee, and Law & Briefing Committee in multidistrict litigation prosecuting RICO, public nuisance and related claims on behalf of local governments. Co-lead counsel for Negotiation Class. \$51 billion in settlements to date.

Bergen County v. Purdue Pharma, L.P., et al.

NORTHERN DISTRICT OF OHIO

Co-counsel prosecuting nuisance, negligence, fraud, and related claims.

Camden County v. Purdue Pharma, L.P., et al.

NORTHERN DISTRICT OF OHIO

Co-counsel prosecuting nuisance, negligence, fraud, and related claims.

Essex County v. Purdue Pharma, L.P., et al.

NORTHERN DISTRICT OF OHIO

Co-counsel prosecuting nuisance, negligence, fraud, and related claims.

City of Jersey City v. Purdue Pharma, L.P., et al.

NORTHERN DISTRICT OF OHIO

Co-counsel prosecuting nuisance, negligence, fraud, and related claims.

Township of Bloomfield v. Purdue Pharma, L.P., et al.

NORTHERN DISTRICT OF OHIO

Co-counsel prosecuting nuisance, negligence, fraud, and related claims.

Township of Irvington v. Purdue Pharma, L.P., et al.

NORTHERN DISTRICT OF OHIO

Co-counsel prosecuting nuisance, negligence, fraud, and related claims.

Securities

Potter v. Valeant Pharmaceuticals International, Inc. et al.

DISTRICT OF NEW JERSEY

Liaison counsel in class action prosecuting securities fraud claims. \$1.2 billion settlement.

Novo Nordisk Securities Litigation

DISTRICT OF NEW JERSEY

Co-liaison counsel and member of Executive Committee in securities fraud class action. \$100 million settlement.

Pfizer Inc. Securities Litigation

SOUTHERN DISTRICT OF NEW YORK

Class and science counsel, lead counsel for class plaintiffs in Daubert hearing, and designated trial counsel. \$486 million cash settlement fund for the aggrieved investors.

Environmental/Toxic Exposure

East Palestine Train Derailment Litigation

NORTHERN DISTRICT OF OHIO

Member of Plaintiffs' Executive Committee in class action prosecuting negligence, nuisance, and product liability claims. Litigation led to \$600 million class action settlement.

Aqueous Film-Forming Foams (AFFF) Products Liability Litigation

DISTRICT OF SOUTH CAROLINA – MDL No. 2873

Member of Plaintiffs' Executive Committee in MDL. Global settlements totaling more than \$13 billion on behalf of state and local governments.

State of Vermont v. 3M Co. et al.

VERMONT SUPERIOR COURT

Outside counsel for the State of Vermont in litigation over non-AFFF PFAS contamination.

State of Maine v. 3M Co. et al.

MAINE SUPERIOR COURT

Outside counsel for the State of Maine in litigation over non-AFFF PFAS contamination.

Syngenta AG MIR 162 Corn Litigation

DISTRICT OF KANSAS – MDL No. 2591

Member of Plaintiffs' Executive Committee. Certification of eight statewide and one nationwide class. Member of Plaintiffs' Settlement Negotiating Committee and principal negotiator. \$1.51 billion nationwide settlement.

Bayer CropScience Rice Contamination Litigation

EASTERN DISTRICT OF MISSOURI – MDL No. 1811

Executive Committee in MDL. \$750 million settlement.

"StarLink" Corn Products Litigation

NORTHERN DISTRICT OF ILLINOIS – MDL No. 1403

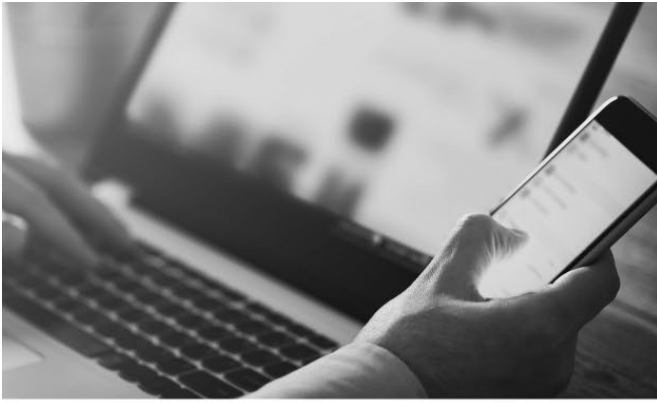
Co-lead counsel in class action MDL. \$110 million settlement.

Owens v. ContiGroup Companies

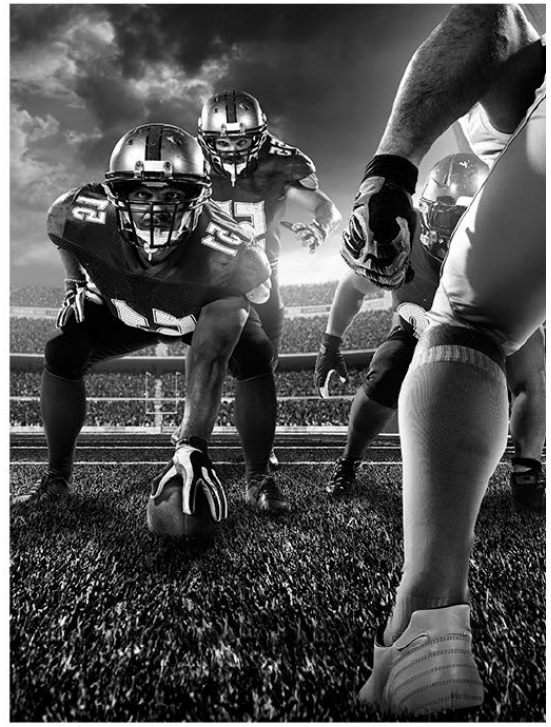
WESTERN DISTRICT OF MISSOURI

Lead trial counsel. \$11 million settlement for 15 plaintiffs.

EXHIBIT D



HAGENS BERMAN



Hagens Berman is a national leader in class-action litigation driven by an international team of legal powerhouses. With a tenacious spirit, we are motivated to make a positive difference in people's lives.

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EXPERIENCE

Automotive – Defect, Fraud & Products Liability

In litigating cases, we strive to make an impact for large classes of consumers, especially those who fall victim to the gross negligence and lack of oversight of one of the nation’s largest industries: auto manufacturing. Hagens Berman’s automotive litigation team has repeatedly been named a Practice Group of the Year by Law360, highlighting its “eye toward landmark matters and general excellence” in this area of law.

The federal court overseeing the massive multi-district litigation against Toyota appointed the firm to co-lead one of the largest consolidations of class-action cases in U.S. history. The litigation combined more than 300 state and federal suits concerning acceleration defects tainting Toyota vehicles. Hagens Berman was selected from more than 70 law firms applying for the role. Since then, the firm’s automotive practice area has grown at an unrivaled pace, pioneering new investigations into emissions-cheating, defects, false marketing and safety hazards affecting the wellbeing of millions of drivers.

Hagens Berman’s work fighting corporate wrongdoing in the automotive industry has repeatedly earned it a spot in the National Law Journal’s list of Elite Trial Lawyers, and the firm’s auto team who worked on *Toyota* were also named finalists for Public Justice’s Trial Lawyer of the Year award.

Our firm has been a leader in this area of law for nearly a decade, and our settled cases include the following matters related to public safety, defect mitigation and more.

TOYOTA SUDDEN, UNINTENDED ACCELERATION LITIGATION

Steve Berman served as co-lead counsel for the economic loss class in this lawsuit filed on behalf of Toyota owners alleging a defect caused vehicles to undergo sudden, unintended acceleration. In addition to safety risks, consumers suffered economic loss from decreased value of Toyota vehicles following media coverage of the alleged defect.

RESULT: \$1.6 billion settlement, which was the largest automotive settlement in history at the time, surpassed only by the firm’s future settlements

HYUNDAI/KIA THETA II GDI ENGINE FIRE HAZARD LITIGATION I

As co-lead counsel against Hyundai and Kia, Hagens Berman helped secure a \$1.3 billion settlement on behalf of owners of cars affected by an engine defect causing spontaneous fires. The compensation includes lifetime warranty protection, software installation aimed to detect and prevent the engine defect, reimbursements for repair-related costs and lost value due to engine failures or fires, and payment for repair delays.

RESULT: \$1.3 billion settlement

HYUNDAI/KIA ENGINE FIRE HAZARD LITIGATION II

Following the firm’s \$1.3 billion settlement on behalf of owners of cars affected by an engine defect causing spontaneous fires in millions of Hyundai and Kia cars, Hagens Berman, which served as co-lead counsel in this case, also secured an additional settlement concerning engines not included in the first settlement. The newest settlement brings relief to owners of about 2.1 million vehicles with Gamma GDI and Nu GDI engines as well as Theta II MPI engines. “The settlement is comprehensive in compensating class members for the harms suffered and providing protection against future harms,” Judge Staton said, noting that the deal is substantially similar to the one finalized in May 2021 in *In re Hyundai and Kia Engine Litigation*, which was valued at up to \$1.3 billion.

RESULT: Settlement comparable to prior \$1.3 billion in *In re Hyundai and Kia Engine Litigation*

HYUNDAI/KIA HYDRAULIC ELECTRONIC CONTROL UNIT (HECU) FIRE HAZARD LITIGATION

Hagens Berman filed this class-action lawsuit against automakers Hyundai and Kia on behalf of owners and lessees of approximately three million U.S. vehicles regarding a defect affecting the vehicles' hydraulic and electronic control units. The defect, which the lawsuit alleges Hyundai and Kia were aware of upon selling the affected vehicles, can cause electrical short-circuits and engine fires. Conservatively, plaintiffs' expert values the settlement in the range of \$326 million to \$652 million, depending on relief claimed by affected owners and lessors.

RESULT: Settlement valued at more than \$300 million

HYUNDAI KIA FUEL ECONOMY LITIGATION

Hagens Berman sued Hyundai and Kia on behalf of owners after the car manufacturers overstated the MPG fuel economy ratings on 900,000 of their cars. The suit seeks to give owners the ability to recover a lump-sum award for the lifetime extra fuel costs, rather than applying every year for that year's losses.

RESULT: \$255 million settlement. Lump-sum payment plan worth \$400 million on a cash basis, and worth even more if owners opt for store credit (150 percent of cash award) or new car discount (200 percent of cash award) options.

TOYOTA, LEXUS DENSO FUEL PUMP LITIGATION

The firm filed this class action regarding a defect in the DENSO fuel pump installed in the affected Toyota and Lexus vehicles which can leave vehicle owners at risk of spontaneous vehicle shutdown, engine stall and other safety risks that increase the likelihood of a crash or injury.

RESULT: Settlement valued between \$212 million and \$288 million

HYUNDAI KIA CAR THEFT DEFECT LITIGATION

Serving as co-lead counsel, the firm achieved swift relief in this class action stemming from Hyundai and Kia's failure to equip nearly nine million 2011-2022 models with an immobilizer, a common antitheft device in modern cars which prevents most vehicles from being started unless a code is transmitted from the vehicle's smart key. The lack of immobilizer in affected vehicles spawned viral "Kia Challenge" TikTok videos demonstrating simple measures "Kia Boys" take to steal affected Hyundai and Kia vehicles using only a common USB charging cord or similar metal object to start the engine, allowing thieves to steal them in less than 90 seconds.

RESULT: Settlement-in-principle valued at more than \$200 million

GENERAL MOTORS IGNITION SWITCH LITIGATION

The firm served as co-lead counsel in a high-profile case on behalf of millions of owners of recalled GM vehicles affected by a safety defect linked to more than 120 fatalities. The lawsuit alleged GM did not take appropriate remedial measures, despite having prior knowledge of the defect.

RESULT: \$120 million settlement

FIAT CHRYSLER (FCA) LOW OIL PRESSURE SHUT OFF LITIGATION

Hagens Berman represented owners of Chrysler, Dodge, Fiat, Jeep and Ram vehicles affected by a defect causing overconsumption of oil and spontaneous vehicle shut off during low oil pressure. In 2022 a federal judge approved a settlement for owners of vehicles with 2.4L TigerShark MultiAir II engines.

RESULT: \$108 million settlement

HONDA INFOTAINMENT SYSTEM LITIGATION

In 2019, owners of Honda vehicles filed a class-action lawsuit against the automaker for a defect affecting the vehicles' infotainment system which was prone to failing to boot, freezing during use and suffering general malfunctions and glitches. Owners reported the issues on vehicles with as few as 580 miles. The U.S. district judge called the settlement for vehicle owners a "significant effort" in light of the difficulties and complexities of the case.

RESULT: \$33 million settlement

FORD MYFORD TOUCH LITIGATION

Hagens Berman served as co-lead counsel on behalf of owners of Ford vehicles equipped with MyFord Touch, an in-car communication and entertainment package, who claim that the flawed system put drivers at risk of an accident while causing economic hardship for owners. The complaint cites internal Ford documents that show that 500 of every 1,000 vehicles have issues involving MyFord Touch due to software bugs, and failures of the software process and architecture. Owners report that Ford has been unable to fix the problem, even after repeated visits.

RESULT: \$17 million settlement

ACURA RDX INFOTAINMENT SYSTEM LITIGATION

In this class-action lawsuit filed against American Honda Motor Co. Inc., owners of 2019 and 2020 Acura RDX vehicles accused the automaker of knowingly selling the vehicles with defective infotainment systems, posing a serious safety risk to drivers. The alleged defect causes many of the vehicles' features associated with the infotainment system to malfunction, including the navigation system, audio system, as well as safety features like the backup camera.

RESULT: \$10.5 million settlement

TESLA AUTOPILOT AP2 ROLLOUT DELAY LITIGATION

The firm filed a lawsuit against Tesla for knowingly selling nearly 50,000 cars with nonfunctional Enhanced Autopilot AP2.0 software that did not meet Tesla's promises, including inoperative Standard Safety Features on affected models sold in Q4 2016 and Q1 2017.

RESULT: \$5.4 million settlement

NISSAN QUEST ACCELERATOR LITIGATION

Hagens Berman represented Nissan Quest minivan owners alleging their vehicles developed deposits in a part of the engine, causing drivers to apply increased pressure to push the accelerator down.

RESULT: Settlement providing reimbursement for cleanings or replacements and applicable warranty coverage

PENDING LITIGATION AGAINST AUTOMAKERS

The firm has filed several pending cases against major automakers, including the following class actions promoting consumers' rights:

FCA CHRYSLER PACIFICA HYBRID MINIVAN ENGINE SHUTDOWN LITIGATION

Over 67,000 Chrysler plug-in hybrid electric vehicles are at risk for spontaneous power loss while the vehicle is in motion due to a serious wiring defect in the transmission of the gasoline-driven portion of the powertrain. The automaker's response to this potentially life-threatening issue falls short, leaving Chrysler customers with little recourse. According to a recall report filed with the National Highway Traffic Safety Administration in January 2023, 100% of 2017-2023 Chrysler Pacifica PHEVs are at risk for sudden engine shutoff due to this defect. Loss of motive power is total and comes without warning, giving drivers little or no opportunity to maneuver vehicles to safety, and can occur while moving at highway speeds.

FCA CHRYSLER PACIFICA HYBRID MINIVAN FIRE HAZARD LITIGATION

In this automotive class-action lawsuit, the firm serves as co-lead counsel representing owners of 2017 and 2018 Chrysler Pacifica plug-in hybrid electric minivans. Twelve fires have been reported in Chrysler Pacifica hybrid minivans. All of the vehicles that caught fire were parked and turned off; eight of the 12 vehicles were plugged in and charging. In the recall report filed with the National Highway Traffic Safety Administration, Chrysler said the “root cause is unknown.” Hagens Berman filed a consolidated master complaint Nov. 4, 2022. The complaint highlights Fiat Chrysler’s proposed “fix” as a “Hobson’s choice foisted on consumers” that fails to solve the issue. Even after having the recall performed, at least two Hybrid Pacifica vehicles have exploded into flames in owners’ garages and driveways. In December 2023, the federal judge overseeing the consolidated lawsuit denied Fiat Chrysler’s motion to dismiss plaintiffs’ claims.

FCA DODGE RAM 1500 & 1500 CLASSIC ECODIESEL TRUCKS EGR COOLER FIRE HAZARD LITIGATION

Hagens Berman represents owners of certain Dodge Ram 1500 trucks at risk for vehicle fire. Affected trucks have been built with defective EGR coolers that can crack due to thermal fatigue. This can allow coolant to leak into the running engine, which can result in combustion and a vehicle fire. In March 2024, a federal judge granted in part and denied in part FCA’s motion to dismiss claims from owners whose vehicles had not yet caught fire due to the defect. The court sustained the majority of the owners’ claims, including allegations that FCA violated express and implied warranties on the vehicles.

FORD, GM, FCA, NISSAN CP4 HIGH-INJECTION FUEL PUMP DEFECT LITIGATION

Hagens Berman has filed multiple class-action lawsuits against the “Big Three” — Ford, GM, and FCA — in addition to Nissan on behalf of diesel truck owners due to a defective high-pressure fuel injection pump in affected vehicles. The defective part generates metallic shavings and can lead to catastrophic failure of the engine. The complaints allege defendants routinely denied repair under warranty, even though the repair costs at least \$7,000, and in some cases exceeds \$10,000. After Hagens Berman filed suit against FCA with respect to the 3.0-liter engine cars and trucks, FCA issued a safety recall for those vehicles. In March 2023, Hon. Bernard A. Friedman allowed the majority of claims against Ford to continue, and in that same month, Hon. Terrence Berg certified seven state-specific classes on behalf of GM truck owners. In June 2024, the firm filed a motion for preliminary approval of a settlement reached with GM. A \$50 million settlement was granted preliminary approval in June 2024.

FORD ESCAPE, MAVERICK AND LINCOLN CORSAIR HYBRID FIRES LITIGATION

Ford has recalled more than 100,000 of its Escape, Maverick and Lincoln Corsair hybrid models manufactured since 2020 for a risk of spontaneously catching fire due to a safety defect. The issue has been traced to leaking fluid from the vehicles’ engine block or oil pan. In response, rather than fix the faulty engine blocks and oil pans, Ford has issued “fix” instructions to its dealers that ask them to remove blinds from the grill shutter and drill holes in the floor of the engine compartment, potentially causing flammable fluids to drip into the roadway and owners’ garages and driveways. The firm’s class-action lawsuit against Ford was filed in August of 2022.

HONDA CIVIC ELECTRONIC POWER STEERING DEFECT LITIGATION

The firm filed a class-action lawsuit accusing American Honda Motor Company of selling 2022-2023 Civics which it knew were equipped with faulty electronic power steering (EPS) systems. The EPS system failure allegedly occurs without warning and under various driving conditions, causing the vehicles to lose steering control at high speeds. The National Highway Traffic Safety Administration opened a preliminary investigation after receiving 145 reports of “momentary increase in steering effort,” described as “sticky steering,” which could result in the inability to avoid a road hazard.

HYUNDAI, KIA & GENESIS EV BATTERY CHARGE DEFECT

The firm filed a lawsuit on behalf of owners of Hyundai Ioniq 5s, Hyundai Ioniq 6s, Genesis GV60s and Kia EV6s alleging vehicle charging ports overheat, causing charging sessions to repeatedly fail. The plaintiffs say this can leave them with

unexpectedly empty vehicle batteries, and Hyundai's proposed fix for the problem is inadequate. The proposed class brings claims that the automakers violated the Computer Fraud and Abuse Act and various state consumer protection laws.

TESLA MODEL S & MODEL X SOFTWARE BATTERY DRAIN DEFECT LITIGATION

Hagens Berman filed a lawsuit alleging that Tesla's automatic software updates are responsible for a drastic drop in battery performance and driving range in affected vehicles. In some cases, attorneys allege, the software update renders batteries fully inoperable, and drivers are told they must purchase a new \$15,000 battery. On Feb. 20, 2024, a federal judge granted in part and denied in part Tesla's motion to dismiss the lawsuit.

VW ATLAS WIRING HARNESS DEFECT LITIGATION

Hagens Berman represents owners and lessors of more than 222,000 defective Volkswagen Atlas vehicles affected by an alleged manufacturing defect in the door wiring harness. A settlement was granted preliminary approval in July 2024.

Automotive – Emissions Cheating

Having filed the first Dieselgate case in the country, Hagens Berman played a lead role in the record-breaking Volkswagen diesel emissions litigation. But Hagens Berman knew the story didn't end there. Since the Dieselgate scandal, the firm has uniquely dedicated resources to uncovering cheating devices used by other automakers. We have become a trailblazer in this highly specialized realm, outpacing federal agencies in unmasking fraud in emissions reporting.

When news broke in 2015 of Volkswagen's massive diesel emissions-cheating scandal, Hagens Berman was the first law firm in the nation to file suit against the automaker for its egregious fraud, going on to represent thousands of owners in litigation and take a leading role on the Plaintiffs' Steering Committee that would finalize a \$14.7 billion, record-breaking settlement for affected owners. Since this case emerged, Hagens Berman has remained on the forefront of emissions litigation, relying on our legal team's steadfast and intensive investigative skills to unearth many other emissions-cheating schemes perpetrated by BMW, General Motors, Fiat Chrysler, Mercedes and other automakers, staying one step ahead of government regulators in our pursuit of car manufacturers that have violated emissions standards and regulations, as well as consumer confidence.

Hagens Berman's managing partner, Steve Berman, has dedicated the firm's resources to upholding the rights of consumers and the environment. The firm is uniquely dedicated to this cause and is the only firm that has purchased an emissions testing machine to determine if other diesel car manufacturers install cheating devices. The firm brings new cases based on its own research, time and testing.

VOLKSWAGEN DIESEL EMISSIONS LITIGATION

Hagens Berman was the first law firm in the nation to file a lawsuit against Volkswagen for its emissions fraud, seeking swift remedies for consumers affected by its fraud and violation of state regulations. The firm was named to the Plaintiffs' Steering Committee leading the national fight against VW, Porsche and Audi on behalf of owners and lessors of affected vehicles and also served as part of the Settlement Negotiating team in this record-breaking achievement.

RESULT: \$14.7 billion settlement, the largest automotive settlement in history

VOLKSWAGEN FRANCHISE DEALERS EMISSIONS LITIGATION

Hagens Berman served as lead counsel in a first-of-its-kind lawsuit brought by a franchise dealer. Three family-owned Volkswagen dealers filed a class action against VW for intentionally defrauding dealers by installing so-called "defeat devices" in its diesel cars that cause them direct harm. The suit states VW separately carried out a systematic, illegal pricing and allocation scheme that favored some dealers over others and illegally channeled financing business to VW affiliate, Volkswagen Credit Inc. The settlement received nearly unanimous approval, with 99 percent participation in the settlement.

RESULT: \$1.67 billion settlement

MERCEDES BLUETEC EMISSIONS LITIGATION

Hagens Berman was appointed co-lead counsel in this class action representing thousands of vehicle owners against Mercedes concerning emissions-cheating in its BlueTEC diesel vehicles. The lawsuit states Mercedes told vehicle owners and lessees their diesel cars were "the world's cleanest and most advanced diesel," when in fact testing indicated a

systemic failure to meet emissions standards. Low temperature testing at highway speeds for example, produced emissions that were 8.1 to 19.7 times the highway emissions standard; at variable speeds, testing produced emissions as high as 30.8 times the standard, according to the firm's independent testing.

Since the case settled, Hagens Berman has taken an advisory role in the emissions-cheating litigation against Mercedes' parent company, Daimler, filed in Australia. The firm looks to build upon its existing win against Mercedes for emissions cheating in its vehicles sold in the U.S. and support Australians who were similarly deceived.

RESULT: \$700 million settlement

FIAT CHRYSLER ECODIESEL EMISSIONS LITIGATION

The firm led charges against Fiat Chrysler that it sold hundreds of thousands of EcoDiesel-branded vehicles that release illegally high levels of NOx emissions, despite explicitly selling these "Eco" diesels to consumers who wanted a more environmentally friendly vehicle. Hagens Berman was the first firm in the nation to uncover this scheme and file against Fiat Chrysler on behalf of owners of affected Dodge RAM 1500 and Jeep Grand Cherokee EcoDiesel vehicles. Following the firm's groundbreaking suit, the EPA took notice, filing formal accusations against Fiat Chrysler.

RESULT: Settlement valued at \$307 million, dependent upon claims rate

PORSCHE EMISSIONS LITIGATION

This lawsuit claimed fuel economy inaccuracies in half a million 2005 to 2020 Volkswagen and Porsche gasoline models, and in 2022, a federal judge granted preliminary approval of an \$80 million settlement agreement regarding emissions-cheating claims. Under the settlement, consumers in the most basic bracket of the class can receive payments from \$250 to \$1,109 per vehicle, and those who purchased higher-performance vehicles can receive an additional \$250 in compensation, with other payments of \$200 per vehicle available to other eligible class members.

RESULT: \$80 million settlement

AUDI EMISSIONS LITIGATION

In 2016, Hagens Berman unearthed additional emissions-cheating by Audi, affecting its gasoline 3.0-liter vehicles. The firm's investigation revealed a newly discovered defeat device installed in gasoline engines which changed how the transmission operated when testing was detected to lower CO2 emissions, but otherwise allowed excessive CO2 emissions in normal, on-road driving. The firm was appointed lead counsel.

RESULT: The lawsuit was folded into the Volkswagen Dieselgate multidistrict litigation. The settlement benefited more than 88,000 vehicle owners and resulted in vehicle buybacks valued at more than \$30,000 for some class members.

BMW X5 & 335D EMISSIONS LITIGATION

Based on BMW's marketing, consumers who purchased its X5 Diesel and 335d vehicles assumed they were making a choice that was better for the environment than other options. BMW told the public that the vehicles "met emissions standards in all 50 states," that "BMW Efficient Dynamics" meant "Less emissions," that its engines "protect the environment every day," were "environmentally friendly," and turned nitric oxides (harmful pollutants in diesel exhaust) "into environmentally compatible nitrogen and water vapor." In reality, the 2009-2013 BMW X5 diesel and 2009-2011 335d vehicles emit harmful pollutants and emissions many times above legal emissions standards.

RESULT: A federal judge granted final approval to a settlement valued at \$6 million.

PENDING LITIGATION AGAINST AUTOMAKERS

The firm is currently litigating many pending cases against major automakers regarding emissions, including the following:

CHEVY CRUZE DIESEL EMISSIONS LITIGATION

Hagens Berman filed a class-action lawsuit against Chevrolet (a division of General Motors) and Robert Bosch, LLC for installing emissions-cheating software in Cruze Clean Turbo Diesel cars, forcing consumers to pay high premiums for vehicles that pollute at illegal levels. While Chevy marketed these cars as a clean option, testing by an expert retained by Hagens Berman revealed the cars' emissions are often up to 36 times the federal standard.

DODGE RAM 2500/3500 DIESEL EMISSIONS LITIGATION

According to the firm's investigation, Dodge has sold hundreds of thousands of Dodge RAM 2500 and 3500 trucks equipped with Cummins diesel engines that release illegally high levels of NOx emissions because fuel is diverted and burned to clear out the soot in the emission system. The firm is leading a national class action against Fiat Chrysler and Cummins (the engine manufacturer) for knowingly inducing consumers to pay premium prices for vehicles that exceed emissions standards, and lead to decreased fuel economy and higher costs because of the wasted fuel. Hagens Berman has also determined that there is a defeat device in these vehicles.

GENERAL MOTORS DURAMAX EMISSIONS LITIGATION

Hagens Berman recently pioneered another instance of diesel emissions fraud. The firm's independent testing revealed that GM had installed an emissions-masking defeat device in its Duramax trucks, including Chevy Silverado and GMC Sierra models, in a cover-up akin to Volkswagen's Dieselgate concealment. In real world conditions the trucks frequently emit 1.6-2.5 times the legal limit of deadly NOx pollutants and have been observed emitting almost 50 times the federal standard. Emissions cheating devices are installed in an estimated 705,000 affected vehicles. The U.S. Court of Appeals for the Sixth Circuit has reversed the Eastern District of Michigan trial court's dismissal of the Duramax diesel emissions case, overturning the ruling that such claims were preempted by the Clean Air Act. Pending further possible action by the defendants, once the appellate decision is final, attorneys expect the case to be remanded to the District Court for further proceedings.

JEEP WRANGLER AND GLADIATOR ENGINE FIRE DEFECT

Hagens Berman filed a class-action lawsuit against Fiat Chrysler following reports of engine fires from owners of 2021-2023 Jeep Wrangler and Gladiator models. According to the lawsuit, the fires originate from the power steering pump electrical connector on the passenger side of the engine compartment. Owners have reported fleeing the vehicle, as spontaneous engine fires place them in immediate risk of injury and threaten surrounding property.

Victories & Settlements

Since its founding, the firm has secured settlements valued at more than \$320 billion on behalf of class members in large-scale complex litigation.

\$260 BILLION

STATE TOBACCO LITIGATION

Hagens Berman represented 13 states prosecuting major actions against Big Tobacco. The settlement led to a multistate settlement requiring the tobacco companies to pay the states and submit to advertising and marketing restrictions. It was the largest civil settlement in history.

\$25 BILLION

VISA CHECK/MASTERMONEY ANTITRUST LITIGATION

The firm served as co-lead counsel in what was then the largest antitrust settlement in history. The class-action lawsuit alleged that Visa and MasterCard engaged in an anticompetitive scheme to monopolize the debit card services market and charge merchants artificially inflated interchange fees by tying merchant acceptance of their debit card services, Visa Check and MasterMoney, to merchant acceptance of their credit card services. Settlements secured categories of relief that court decisions valued at as much as \$25-87 billion.

\$14.7 BILLION

VOLKSWAGEN EMISSIONS LITIGATION

Hagens Berman was named a member of the plaintiffs' steering committee and part of the settlement negotiating team in this monumental case that culminated in the largest automotive settlement in history. The firm was the first law firm to file against Volkswagen regarding its Dieselgate emissions-cheating scandal.

\$1.6 BILLION

TOYOTA UNINTENDED ACCELERATION LITIGATION

Hagens Berman served as co-lead counsel and secured what was then the largest automotive settlement in history in this class action that recovered \$1.6 billion for vehicle owners.

\$1.6 BILLION

VOLKSWAGEN FRANCHISE DEALERS LITIGATION

The firm served as lead counsel representing VW franchise dealers in this lawsuit related to VW's Dieselgate scandal. The settlement recovered nearly full damages for the class.

\$1.45 BILLION

MERACORD

The firm secured a default judgment on behalf of consumers for a useless debt-settlement conspiracy, following years of plaintiff victories in the case. Hagens Berman filed its lawsuit in 2011, on behalf of consumers nationwide, claiming the company violated Washington law and the federal Racketeer Influenced and Corrupt Organizations Act.

\$1.3 BILLION

HYUNDAI KIA THETA II GDI FIRE HAZARD LITIGATION I

Hagens Berman is co-lead counsel in this case accusing automakers of selling vehicles with failure-prone engines that could sometimes catch fire. The case is still pending litigation pertaining to other affected models.

\$700 MILLION

MERCEDES BLUETEC EMISSIONS LITIGATION

A monumental settlement was reached on behalf of owners of Mercedes vehicles affected by Daimler's emissions cheating. The case was initially filed and researched by Hagens Berman, based on the firm's independent vehicle testing, and the firm served as co-lead counsel. The consumer settlement followed a \$1.5 billion settlement between Mercedes and the U.S. Justice Department and California Air Resources Board. The settlement includes an \$875 million civil penalty for violating the Clean Air Act.

\$700 MILLION

WASHINGTON PUBLIC POWER SUPPLY SYSTEM (WPPSS) SECURITIES LITIGATION

Hagens Berman represented bondholders and the trustee in a class action stemming from the failure of two nuclear projects. Plaintiffs were awarded a \$700 million settlement.

\$568 MILLION

APPLE E-BOOKS ANTITRUST LITIGATION

Hagens Berman served as co-lead counsel against Apple and five of the nation's largest publishing companies and secured a combined \$568 million settlement, returning class members nearly twice their losses in recovery, following the firm's victory over Apple after it appealed the case to the U.S. Supreme Court.

\$535 MILLION

CHINA MEDIAEXPRESS HOLDINGS, INC. SECURITIES LITIGATION

Hagens Berman, which served as lead counsel in the case, alleged on behalf of a class of investors that China MediaExpress Holdings made false and misleading statements, including misrepresentations about its revenues, the number of buses in its network and the nature of its business relationships. The lawsuit resulted in relief for investors valued at \$535 million.

\$470 MILLION

LCD ANTITRUST LITIGATION

Hagens Berman served as a member of the Executive Committee representing consumers in multi-district litigation. Total settlements exceeded \$470 million.

\$453 MILLION

GLUMETZA ANTITRUST LITIGATION

The court denied summary judgment and paved the way for trial in this litigation against brand and generic manufacturers of the diabetes drug Glumetza. Hagens Berman served as co-lead counsel for the direct purchaser class. U.S. District Judge William Alsup approved \$453.85 million in settlements resolving direct purchasers' allegations. The result was the largest antitrust recovery to receive final approval in 2022.

\$406 MILLION

DRAM ANTITRUST LITIGATION

The firm was co-lead counsel in this antitrust case which settled for \$406 million in favor of purchasers of dynamic random access memory chips.

\$385 MILLION

SUBOXONE ANTITRUST LITIGATION

Hagens Berman was co-lead counsel in this pharmaceutical antitrust class action alleging defendants violated federal antitrust laws by delaying generic competition for its blockbuster opioid addiction medicine, Suboxone.

\$383.5 MILLION

DAVITA HEALTHCARE PERSONAL INJURY LITIGATION

A Denver jury awarded a monumental \$383.5 million verdict to families of three patients who died after receiving dialysis treatments at DaVita clinics.

\$340 MILLION

RANBAXY INC.

Hagens Berman served as co-lead counsel representing Meijer Inc. and Meijer Distribution Inc. in a class-action lawsuit against drugmaker Ranbaxy. The lawsuit alleged it recklessly stuffed the generic drug approval queues with grossly inadequate applications and deceiving the FDA into granting tentative approvals to lock in statutory exclusivities to which Ranbaxy was not entitled. Ranbaxy then excluded competition at the expense of U.S. drug purchasers. The settlement was part of a \$485 million settlement for all plaintiffs. The result was the second largest antitrust recovery to receive final approval in 2022.

\$338 MILLION

AVERAGE WHOLESALE PRICE DRUG LITIGATION

Hagens Berman was lead counsel in this ground-breaking drug pricing case against the world's largest pharmaceutical companies, resulting in a victory at trial. The court approved a total of \$338 million in settlements.

\$325 MILLION

NEURONTIN PFIZER LITIGATION

The firm brought suit against Pfizer and its subsidiary, Parke-Davis, accusing the companies of a fraudulent scheme to market and sell the drug Neurontin for a variety of "off-label" uses for which it is not approved or medically efficacious.

\$307 MILLION

ECODIESEL EMISSIONS CHEATING LITIGATION

The firm achieved a settlement on behalf of owners of EcoDiesel Dodge 1500 and Jeep Grand Cherokee vehicles in response to Fiat Chrysler's emissions-cheating. Under the settlement, class members who repair their vehicles and submit a claim will receive \$3,075. The total value of the deal is estimated at \$307 million, granted all owners submit a valid claim.

\$300 MILLION

HYUNDAI/KIA HYDRAULIC ELECTRONIC CONTROL UNIT (HECU) FIRE HAZARD

Approximately three million Hyundai and Kia vehicles nationwide were affected by a dangerous defect in the hydraulic and electronic control units (HECU), also known as anti-lock brake (ABS) modules which posed a risk of non-collision engine fires. Conservatively, plaintiffs' experts valued the settlement achieved by Hagens Berman as co-class counsel in the range of \$326 million to \$652 million.

\$295 MILLION

STERICYCLE, STERI-SAFE LITIGATION

Hagens Berman served as lead counsel representing small businesses including veterinary clinics, medical clinics and labs in a class-action lawsuit alleging Stericycle's billing practices and accounting software violated consumer laws and constituted breach of contract.

\$255 MILLION

HYUNDAI & KIA FUEL ECONOMY LITIGATION

Hagens Berman filed a class-action lawsuit on behalf of consumers alleging Hyundai and Kia overstated fuel economy for many vehicles they sold in the United States.

\$250 MILLION

ENRON ERISA LITIGATION

Hagens Berman was co-lead counsel in this ERISA litigation, which recovered in excess of \$250 million, the largest ERISA settlement in history.

\$250 MILLION

BOFA COUNTRYWIDE APPRAISAL RICO

Hagens Berman served as co-lead counsel in a nationwide class-action lawsuit against Bank of America, Countrywide Financial and appraisal firm LandSafe Inc. on behalf of a class of home buyers accusing the suit's defendants of carrying out a series of phony appraisals in an attempt to secure more loans.

\$235 MILLION

CHARLES SCHWAB SECURITIES LITIGATION

The firm was lead counsel in this action alleging fraud in the management of the Schwab YieldPlus mutual fund. A \$235 million class settlement was approved by the court.

\$234 MILLION

AEQUITAS CAPITAL MANAGEMENT

The firm settled this case on behalf of 1,600 investors of the now-defunct Aequitas companies. It is believed to be the largest securities settlement in Oregon history.

\$218 MILLION

JP MORGAN MADOFF

Hagens Berman settled this case on behalf of Bernard L. Madoff investors in a suit filed against JPMorgan Chase Bank, its parents, subsidiaries and affiliates. The settlement against JPMorgan involved three simultaneous, separately negotiated settlements totaling more than \$2.2 billion.

\$215 MILLION

USC, DR. GEORGE TYNDALL SEXUAL ABUSE AND HARASSMENT

The firm served as co-lead counsel and secured a \$215 million settlement on behalf of a class of thousands of survivors of sexual assault against the University of Southern California and its Dr. George Tyndall, the full-time gynecologist at USC's student health clinic.

\$212 MILLION

TOYOTA, LEXUS DENSO FUEL PUMP DEFECT

Hagens Berman represented consumers in a lawsuit alleging that Toyota Motor Corp. sold vehicles with faulty engines made by Denso International America Inc. The defect left vehicle owners at risk of spontaneous vehicle shutdown, engine stall and other safety risks that increased the likelihood of a crash or injury. The settlement brought relief to more than 3.3 million vehicle owners.

\$208 MILLION

NCAA SCHOLARSHIP CAP ANTITRUST LITIGATION

Hagens Berman was co-lead counsel in the damages portion of this historic antitrust class action claiming the NCAA unlawfully capped the value of athletic scholarships. In a historic ruling, the U.S. Supreme Court unanimously upheld a trial victory regarding the injunctive portion of the case securing monumental improvements for college athletes, and forever changing college sports. Steve Berman served as trial counsel.

\$205 MILLION

OPTICAL DISC DRIVES (ODD) ANTITRUST LITIGATION

Hagens Berman served as lead counsel on behalf of consumers in a lawsuit filed against Philips, Pioneer and others for artificially inflating the price of ODDs.

\$181 MILLION

BROILER CHICKEN ANTITRUST LITIGATION

Hagens Berman serves as interim class counsel in a case against Tyson, Purdue and 16 other chicken producers for allegedly conspiring to stabilize chicken prices by reducing production. The firm continues to litigate the case against remaining defendants.

\$169 MILLION

ANIMATION WORKERS

Hagens Berman was co-lead counsel for a class of approximately 10,000 animators and other artistic workers in an antitrust class action against Pixar, DreamWorks, The Walt Disney Company, Sony and others for allegedly conspiring to restrain competition and suppress industry wages. A \$169 million settlement resulted in a payment of more than \$13,000 per class member.

\$150 MILLION

LUPRON CONSUMER LITIGATION

Hagens Berman served as co-lead counsel on behalf of consumers and third-party payors who purchased the drug Lupron. Under the terms of the settlement, TAP Pharmaceuticals paid \$150 million on behalf of all defendants.

\$123.4 MILLION

EXPEDIA LITIGATION

Hagens Berman led this class action arising from bundled “taxes and service fees” that Expedia collects when its consumers book hotel reservations. Plaintiffs alleged that by collecting exorbitant fees as a flat percentage of the room rates, Expedia violated both the Washington Consumer Protection Act and its contractual commitment to charge as service fees only “costs incurred in servicing” a given reservation.

\$120 MILLION

GENERAL MOTORS

Hagens Berman represented owners of GM-branded vehicles as co-lead counsel in a national class-action lawsuit seeking compensation, statutory penalties and punitive damages against GM on behalf of owners of millions of vehicles affected by alleged safety defects and recalls. The court granted final approval to a \$120 million settlement on behalf of affected GM vehicle owners on Dec. 18, 2020. Under the settlement, a trust controlled by creditors in GM’s 2009 bankruptcy contributed up to \$50 million.

\$113 MILLION

BATTERIES ANTITRUST LITIGATION

Hagens Berman served as co-lead counsel and secured a settlement in this class-action lawsuit against some of the largest electronics manufacturers for allegedly illegally fixing the price of lithium-ion batteries, pushing costs higher for consumers.

\$108 MILLION

FIAT CHRYSLER LOW OIL PRESSURE

As co-lead counsel, Hagens Berman represented a class of owners of Fiat Chrysler vehicles allegedly prone to spontaneous shut off when oil pressure is low. A federal judge approved a settlement valued at \$108 million comprised of comprehensive relief including extended warranties, software upgrades, free testing and repairs and repair reimbursements.

\$100 MILLION

APPLE IOS APP STORE LITIGATION

In this lawsuit against Apple, the firm served as interim lead counsel in this matter and represented U.S. iOS developers against the tech giant. The suit accused Apple of monopolizing distribution services for iOS apps and in-app digital products, allegedly resulting in commission overcharges. Apple agreed to pay \$100 million and make developer-friendly changes to its App Store policy.

\$98 MILLION

PROGRAF ANTITRUST LITIGATION

Hagens Berman served as court-appointed co-lead class counsel representing a class of direct purchasers of Prograf. The antitrust lawsuit alleges that Astellas violated antitrust laws by filing a petition with the FDA as a means of delaying entry of a generic version of Prograf, a drug used to prevent organ rejection by kidney, liver, heart and lung transplant patients.

\$95 MILLION

APPLECARE

This class action secured compensation for iPhone and iPad owners who bought AppleCare or AppleCare+ coverage. The suit accused Apple of using inferior, refurbished or used parts in device replacements, despite promising to provide consumers with a device “equivalent to new in performance and reliability,” and Hagens Berman reached a settlement with the tech giant in April 2022, resolving these claims.

\$90 MILLION

GOOGLE PLAY STORE APP DEVELOPERS

The firm filed a class action on behalf of Android app developers for violating antitrust laws by allegedly illegally monopolizing markets for Android app distribution and in-app payment processing. A \$90 million settlement has been preliminarily approved.



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Suite 2000
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YEARS OF EXPERIENCE

41

PRACTICE AREAS

[Anti-Terrorism](#)
[Automotive Litigation](#)
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[Environmental Litigation](#)
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[Investor Fraud](#)
[Patent Litigation](#)
[Qui Tam](#)
[Securities](#)
[Sexual Abuse & Harassment](#)
[Sports Litigation](#)
[Whistleblower](#)

BAR ADMISSIONS

- Illinois
- Washington
- Foreign Registered Attorney in England and Wales

COURT ADMISSIONS

- Supreme Court of the United States
- U.S. Court of Appeals for the First Circuit
- U.S. Court of Appeals for the Second Circuit

ATTORNEY

Steve W. Berman

Served as co-lead counsel against Big Tobacco, resulting in the **largest settlement in world history**, and at the time **the largest automotive, antitrust, ERISA and securities settlements in U.S. history**

INTRODUCTION

Steve Berman has dedicated this career as a class-action plaintiffs' lawyer to improving the lives of those most in need. He represents large classes of consumers, investors and employees in large-scale, complex litigation held in state and federal courts. Steve's trial experience has earned him significant recognition and led The National Law Journal to name him one of the 100 most powerful lawyers in the nation, and to repeatedly name Hagens Berman one of the top 10 plaintiffs' firms in the country. Steve's class-action lawsuits have led to record-breaking settlements, historic changes to industries and made real change possible for millions of individuals.

Steve co-founded Hagens Berman in 1993 after his prior firm refused to represent several young children who consumed fast food contaminated with E. coli — Steve knew he had to help. In that case, Steve alleged that the poisoning was the result of Jack in the Box's cost cutting measures and negligence. He was further inspired to build a firm that vociferously fought for the rights of those most in need. Berman's innovative approach, tenacious conviction and impeccable track record have earned him an excellent reputation and numerous historic legal victories. He is considered one of the nation's most successful class-action attorneys and has been praised for securing tangible benefits for class members, as well as outstanding monetary relief. Steve is particularly known for his tenacity in forging settlements that return a high percentage of recovery or meaningful industry change to class members.

[Print & Online Feature Interviews »](#)

CURRENT ROLE

- Managing Partner of Hagens Berman Sobol Shapiro LLP and Hagens Berman EMEA LLP (U.K.), U.S. Managing Member of HBSS France

CURRENT CASES

Steve leads the firm's efforts in the areas of antitrust, consumer protection and more, maintaining a leading edge amid shifting trends and technology. His active cases concern billions of dollars in damages and affect hundreds of millions of individuals. Steve's caseload spans several industries, including technology, college sports, agriculture and wages and include the following highlights.

ANTITRUST LITIGATION

The antitrust lawsuits that Steve Berman has led have secured settlements valued at more than \$27 billion, spotlighting anticompetitive practices that have harmed consumers across various industries. Steve's outstanding work in this field has earned the firm accolades and awards, and his current caseload speaks to the breadth of the firm's impact.

- U.S. Court of Appeals for the Third Circuit
- U.S. Court of Appeals for the Fifth Circuit
- U.S. Court of Appeals for the Sixth Circuit
- U.S. Court of Appeals for the Seventh Circuit
- U.S. Court of Appeals for the Eighth Circuit
- U.S. Court of Appeals for the Ninth Circuit
- U.S. Court of Appeals for the Tenth Circuit
- U.S. Court of Appeals for the Eleventh Circuit
- U.S. Court of Appeals for the D.C. Circuit
- U.S. Court of Appeals for the Federal Circuit
- U.S. Court of Federal Claims
- U.S. District Court for the District of Colorado
- U.S. District Court for the Northern District of Illinois
- U.S. District Court for the Central District of Illinois
- U.S. District Court for the Eastern District of Michigan
- U.S. District Court for the Eastern District of Washington
- U.S. District Court for the Western District of Washington
- Supreme Court of Illinois
- Supreme Court of Washington

EDUCATION

University of Chicago Law School,
J.D., 1980



University of Michigan, B.A., 1976

CASE	DESCRIPTION
Amazon Buy Box	Class action against Amazon for violating state consumer protection laws through the alleged use of a biased algorithm Status: Complaint filed
Amazon E-Books Price-Fixing Co-Lead Counsel	Class action accusing Amazon of establishing an illegal monopoly of the e-books market and charging artificially inflated prices Status: Court denies Amazon's motion to dismiss monopoly claims
Amazon Online Retailer Consumer Antitrust (Frame-Wilson) Interim Co-Lead Counsel	Class action accusing Amazon of increasing prices for online purchases made via other retailers Status: Amazon's motion to dismiss claims denied
Amazon.com Antitrust (De Coster) Co-Lead Counsel	Class action accusing Amazon of violating federal antitrust laws, causing customers to pay artificially high prices for products purchased via Amazon Status: Motion to dismiss denied
Apple iCloud Antitrust	Class action accusing Apple of violating antitrust laws and establishing a monopoly through its iOS cloud-based storage policies Status: Complaint filed
Apple Pay Payment Card Issuer Antitrust	Class action accusing Apple of intentionally monopolizing the billion-dollar mobile wallet market on iOS platforms, forcing payment card issuers to pay supracompetitive fees and stifling innovation Status: Motion to dismiss denied in part
NCAA Student-Athlete Name, Image and Likeness Co-Lead Counsel	Class action representing current and former NCAA college athletes accusing the NCAA and its conferences of illegally limiting the compensation athletes may receive for the use of their names, images and likenesses Status: Preliminary approval of \$2.7 billion settlement granted
Real Estate Commissions Antitrust Co-Lead Counsel	Class action against four national broker franchises alleging parties illegally inflated commissions associated with home sales Status: Settlements reached totaling \$693.2 million
Visa Mastercard ATM Co-Lead Counsel	Class action alleging that Visa and MasterCard, with BofA, JP Morgan Chase and Wells Fargo, established uniform agreements with U.S. banks, preventing ATM operators from setting access fees below the level of fees charged on Visa's and MasterCard's networks \$197.5 million settlement with Visa and Mastercard receives preliminary approval, bringing total settlements to \$264.2 million if approved

AGRICULTURE ANTITRUST LITIGATION

The firm's total settlements in this area of litigation is valued at more than \$636.32 million and have affected the lives of U.S. consumers and employees in the meat-processing industry. As inflation continues to rise, combatting anticompetitive schemes raising the cost of food is an issue pertinent to families across the nation.

AWARDS

Law360
TITANS
 OF THE PLAINTIFFS BAR

THE NATIONAL
 LAW JOURNAL
**ELITE TRIAL
 LAWYERS**

THE NATIONAL
 LAW JOURNAL
PLAINTIFFS' HOT LIST

100 MOST INFLUENTIAL
 LAWYERS IN AMERICA
 | A SPECIAL REPORT |

**MOST POWERFUL
 ATTORNEY**
 STATE OF WASHINGTON
 THE NATIONAL LAW JOURNAL

Super Lawyers

CASE	DESCRIPTION
Poultry Processing Wage-Fixing Antitrust Interim Co-Lead Counsel	Class action alleging wage-fixing agreement between the nation's biggest poultry companies Status: Settlements reached totaling \$217.2 million
Red Meat Processing Wage-Fixing Antitrust	Class action against the nation's largest meat processing companies alleging a yearslong wage-fixing agreement, causing employees to receive far less than legally owed Status: : Settlements pending before the court total \$200.2 million
Beef Antitrust Interim Co-Lead Counsel	Class action alleging major food corporations engaged in illegal conduct regarding the marketing and sales of beef products Status: Motion to dismiss denied
Broiler Chicken Antitrust Co-Lead Counsel	Class action accusing major food corporations of increasing the price of chicken in violation of antitrust laws Status: Settlements totaling \$181 million are pending court approval, class certification granted
Pork Antitrust Co-Lead Counsel	Class action alleging pork producers colluded to reduce pork production to artificially inflate prices Status: Settlements reached totaling \$95 million
Turkey Antitrust Interim Co-Lead Counsel	Class action alleging antitrust scheme by food corporations Status: Settlement reached with Tyson for \$4.62 million, seven remaining defendants

AUTO DEFECT & EMISSIONS LITIGATION

Hagens Berman's settlements in automotive defect and emissions lawsuits are collectively valued at more than \$21.4 billion and have led to significant safety protocols and changes in the auto industry. Steve's expertise leading complex litigation has led him to be hand-selected to champion the rights of vehicle owners. He remains dedicated to unearthing new instances of defect coverups, emissions cheating and safety concerns, utilizing the firm's resources to lead the charge against negligence.

CASE	DESCRIPTION
Hyundai/Kia Car Theft Defect Co-Lead Counsel	Class action stemming from Hyundai and Kia's failure to equip nearly nine million vehicles with an immobilizer anti-theft device Status: Settlement granted final approval
Daimler Mercedes BlueTEC Emissions – Australia Advisory Role	Following Hagens Berman's \$700 million settlement with Mercedes for alleged emissions cheating in the U.S., the firm has taken an advisory role in comparable litigation against Daimler filed in Australia. Status: Pending and active
FCA Dodge RAM 2500/3500 Emissions – 2007-2012 & 2013-2023	Class action alleging Fiat Chrysler/Stellantis and Cummins placed emissions-cheating defeat devices in affected RAM trucks Status: 2007-2012 models: motion to dismiss denied in part; 2013-2023 models: complaint filed
FCA Chrysler Pacifica Hybrid Minivan Fire Hazard Co-lead Counsel	Class action against Fiat Chrysler/Stellantis alleging a defect in the design of Chrysler Pacifica hybrid minivans results in spontaneous fires while vehicle is parked and off Status: Motion to dismiss denied

General Motors CP4 Fuel Pump Defect Class Counsel	Class action alleging Chevy Silverado and GMC Sierra trucks with a Duramax diesel 6.6 V8 engine are equipped with a defective high-pressure fuel injection pump. Status: Class certification granted
VW Atlas Wiring Harness Defect Co-Class Counsel	Class action accusing VW of a manufacturing defect in the door wiring harness of VW Atlas vehicles, allegedly causing vehicles' systems to malfunction Status: Settlement granted preliminary approval

SECURITIES LITIGATION

Hagens Berman's total settlements in securities litigation valued at more than \$2.9 billion, and Steve's efforts in this area have helped to recover losses for millions of individuals who have been blindsided by instances of fraud and disinformation orchestrated by publicly traded companies.

CASE	DESCRIPTION
Plantronics, Inc. (NYSE: PLT) Co-Lead Counsel	Class action representing Plantronics investors seeking to recover damages caused by violations of the Securities Exchange Act of 1934 Status: Motion to dismiss denied
Vaxart, Inc. (NASDAQ: VXRT) Lead Counsel	Class action against Vaxart and controlling shareholder, Armistice, alleging claims under federal securities laws Status: \$12.015 million partial settlement reached
Zillow Group, Inc. (NASDAQ: Z, ZG) Lead Counsel	Class action alleging defendants falsely touted the durability and acceleration of Zillow Offers and improvements to pricing models Status: Motion to dismiss denied

RECENT SUCCESS

Steve Berman has achieved monumental settlements within the last two years, bringing hundreds of millions of dollars of relief to classes of everyday individuals affected by pricing schemes, automotive defects and other instances of wrongdoing. Through his recent case work, Steve maintains Hagens Berman's edge and excellence in class-action litigation.

CASE NAME	DATE	RECENT SUCCESS
NCAA Student-Athlete Name, Image and Likeness Co-Lead Counsel	10/10/24	\$2.7 billion settlement receives preliminary approval
Hyundai / Kia Car Theft Defect Co-Lead Counsel	10/01/24	Settlement receives final approval
Ford Super Duty Roof Crush	09/30/24	Court denies in part motion to dismiss
BMW X and 335d Diesel Emissions	09/25/24	Settlement receives final approval
USAA Bank Interest & Fees Class Counsel	09/06/24	Settlement granted preliminary approval
General Motors Duramax Emissions	08/22/24	Dismissal reversed by U.S. Court of Appeals

Amazon.com COVID-19 Price Gouging Consumer Litigation	08/08/24	Washington Supreme Court allows proposed class-action alleging price-gouging to move forward
Visa MasterCard ATM Co-Lead Counsel	07/26/23	\$197.5 million settlement with Visa and Mastercard receives preliminary approval
Seattle Children's Hospital Discrimination & Personal Injury Counsel	05/16/24	Motion to dismiss WLAD claim denied
Payback Class Counsel	05/13/24	Settlement receives final approval
Real Estate Commissions Antitrust Co-lead Counsel	04/23/24	\$418 million settlement with NAR receives preliminary approval
Hyundai / Kia Engine Fire Hazard Co-lead Counsel	04/09/24	Settlement receives final approval
NCAA/EA Video Games Likeness Co-lead Counsel	03/04/24	10,000 athletes revive EA College Football Videogame following NIL litigation
University of Washington College Tuition Payback	06/29/23	Class certification granted
Hyundai / Kia Hydraulic Electronic Control Unit (HECU) Fire Hazard	05/05/23	Settlement receives final approval
CP4 Fuel Pump Defect – GM/Ford/FCA	03/31/23	Motion to dismiss denied
Pork Antitrust Co-Lead Counsel	09/27/22	Settlement agreements reached
Amazon.com Consumer Fraud	09/14/22	California AG files similar case, echoing Hagens Berman's claims
Poultry Processing Wage-Fixing Antitrust Interim Co-Lead Counsel	07/19/22	Motions to dismiss denied

CAREER HIGHLIGHTS

Steve's career highlights encompass the top cases in world history both in their historical significance and in their monetary relief. Steve's total settlements are valued at more than \$316 billion, including the infamous Big Tobacco litigation of the 90s, and have had major national impact. Steve's career highlights include Enron pension protection, justice for victims of Harvey Weinstein, restitution for those affected by Volkswagen's Dieselgate scandal, the complete remaking of college sports compensation and more.

His career focus remains clear: steadfast representation for those most in need across the nation. Steve’s cases have brought widespread benefit to classes of individuals spanning industries and decades. Lawsuits he has settled have reunited Hungarian Holocaust survivors with priceless family heirlooms, and also enacted major changes in youth soccer and NCAA sports to promote safety and minimize the risk of concussions. Below are Steve’s outstanding career highlights.

CASE/ROLE	SETTLEMENT VALUE	NATIONAL IMPACT
State Tobacco Litigation Special Assistant Attorney General Representing 13 States	\$260 billion	Largest civil settlement in history The multi-state agreement required tobacco companies to pay the states \$260 billion and submit to broad advertising and marketing restrictions, leaving a lasting and widespread impact.
Visa Check/MasterMoney Antitrust Litigation Co-lead Counsel	\$25 billion	Largest antitrust settlement in U.S. history at the time Agreements with Visa and Mastercard secured relief valued at as much as \$25-87 billion, and injunctive relief reducing interchange rates, among other benefits.
Volkswagen/Porsche/Audi Emissions Scandal Plaintiffs’ Steering Committee and Settlement Negotiating Team	\$14.7 billion	Largest ever brought against any automaker Hagens Berman’s automotive legal team was the first to file in this historic lawsuit against Volkswagen for its emissions cheating and masking of harmful pollutants, culminating in a historic settlement.
Volkswagen Franchise Dealerships Lead Counsel	\$1.67 billion	The firm achieved a monumental settlement on behalf of Volkswagen dealerships across the U.S. blindsided by the automaker’s emissions cheating, returning an average payment to each Dealer Settlement Class Member of approximately \$1.85 million.
Toyota Sudden, Unintended Acceleration Co-lead Counsel	\$1.6 billion	Largest automotive settlement in history at the time The firm did not initially seek to lead this litigation but was sought out by the judge for its wealth of experience in managing very complex class-action MDLs.
Hyundai / Kia Theta II GDI Engine Fire Hazard Settlement Co-lead Counsel	\$1.3 billion	The firm achieved a settlement in response to a defect in 4.1 million Hyundai and Kia vehicles equipped with Theta II GDI engines putting owners at risk for spontaneous, non-collision engine fires or premature engine failure.
Mercedes BlueTEC Co-lead Counsel	\$700 million	Spurred by the firm’s success in the Volkswagen Dieselgate case, Steve independently tested diesel vehicles across manufacturers, uncovering additional instances of emissions-cheating, masked via illegal defeat devices.

Apple E-Books Antitrust Co-lead Counsel	\$568 million	<p>This antitrust lawsuit alleged Apple and five of the nation's top publishers colluded to raise the price of e-books for U.S. consumers. Steve's litigation resulted in an unheard of recovery equal to twice consumers' actual damages. Apple took the case to the U.S. Supreme Court, where it denied Apple's request to review the case.</p>
McKesson Drug Class Litigation Co-lead Counsel	\$350 million	<p>Steve was named co-lead counsel in this action that led to a rollback of benchmark prices of hundreds of brand name drugs, and relief for third-party payers and insurers. His discovery of the McKesson scheme led to follow up lawsuits by governmental entities and recovery in total of over \$600 million.</p>
Average Wholesale Price Litigation	\$338 million	<p>Drug prices charged to consumers and payers across the nation are significantly more than the cost to produce them. In many cases, Big Pharma conspires with other companies to create these false profits. Hagens Berman has helped several classes of plaintiffs obtain multimillion-dollar judgments.</p>
Enron Pension Protection Litigation Co-lead Counsel	\$250 million	<p>Attorneys represented 24,000 Enron employees claiming the company recklessly endangered retirement funds, causing some employees to lose hundreds of thousands of dollars almost overnight, in a major economic milestone in U.S. history.</p>
BoA Homeloans	\$250 million	<p>Following the historic market crash in 2008, Hagens Berman filed this class action against Bank of America, Countrywide and LandSafe, alleging their collusion was in direct violation of the RICO Act and other laws.</p>
McKesson Governmental Entity Class Litigation Lead Counsel	\$82 million	<p>Steve was lead counsel for a nationwide class of local governments that resulted in a settlement for drug price-fixing claims.</p>
JPMorgan Madoff Lawsuit	\$218 million	<p>This historic settlement against JPMorgan involved three simultaneous, separately negotiated settlements totaling more than \$2.2 billion, in which Hagens Berman returned hundreds of millions of dollars on behalf of Bernard L. Madoff investors.</p>
NCAA Athletic Grant-in-Aid Cap Antitrust Co-lead Counsel	\$208 million	<p>Steve pioneered this historic case which forever changed NCAA sports and the lives of 53,748 class members. The case culminated in a \$208 million settlement regarding damages and injunctive relief secured through a unanimous U.S. Supreme Court decision in favor of plaintiffs. According to the Court, the NCAA "permanently restrained and enjoined from agreeing to fix or limit compensation or benefits related to education" that conferences or schools may make available. Schools are now allowed to provide benefits tethered to education up to \$6,000 annually</p>

<p>Apple iOS App Developers Class Counsel</p>	<p>\$100 million</p>	<p>Hagens Berman represented developers of iOS apps sold via Apple’s App Store or featuring in-app sales, alleging the tech giant engaged in anticompetitive practices that harmed developers. The settlement brings important changes to App Store policies and practices. U.S. iOS app developers with less than \$1 million per year in proceeds from App Store sales through all associated developer accounts across the nation can receive hundreds to tens of thousands of dollars from the fund.</p>
<p>Google Play Store App Developers Co-lead Counsel</p>	<p>\$90 million</p>	<p>This antitrust class action accused Google of monopolizing its Play Store through anticompetitive policies, affecting small businesses across the nation. Attorneys for the class of roughly 43,000 Android app developers say some class members will likely see payments in the hundreds of thousands of dollar</p>
<p>Zuora Investor Fraud Lead Counsel</p>	<p>\$75.5 million</p>	<p>In a showcase of Steve’s securities litigation expertise, this settlement achieved in 2023 provides significant relief to purchasers of the securities of Zuora across the U.S.</p>
<p>NCAA Concussions Lead Counsel</p>	<p>\$75 million</p>	<p>Hagens Berman served as lead counsel in this multidistrict litigation against the NCAA, achieving medical monitoring and injunctive relief in the form of changes to concussion management and return-to-play guidelines. The lawsuit alleged the institutions neglected to protect college athletes from concussions and their aftermath at schools across the country.</p>
<p>NCAA/Electronic Arts Name and Likeness Co-lead Counsel</p>	<p>\$60 million</p>	<p>This first-of-its-kind lawsuit ushered in the first time that hardworking college athletes saw some of the profits from the use of their likeness in video games. More than 24,000 individuals were eligible to receive payment, and checks were issued for up to \$7,600, with a median around \$1,100.</p>
<p>Harvey Weinstein Sexual Harassment</p>	<p>\$17.1 million</p>	<p>As the #MeToo movement hit a fever pitch moment, Hagens Berman’s Steve Berman represented a class of those harmed by Harvey Weinstein, a kingpin of sexual harassment in Hollywood. The firm litigated the case through to bankruptcy proceedings in 2020.</p>
<p>Youth Soccer Concussions</p>		<p>Steve pioneered this first-of-its-kind lawsuit that ended heading for US Soccer’s youngest players to diminish risk of concussions and traumatic brain injuries, changing the game for youth players across the U.S.</p>

ACTIVITIES

- In April of 2021, the University of Michigan School for Environment and Sustainability (SEAS) launched the Kathy and Steve Berman Western Forest and Fire Initiative with a philanthropic gift from Steve (BS '76) and his wife, Kathy. The program will improve society’s ability to manage western forests to mitigate the risks of large wildfires,

revitalize human communities and adapt to climate change. Steve studied at the School of Natural Resources (now SEAS) and volunteered as a firefighter due to his focus on environmental stewardship. *Read more »*

- In 2003, the University of Washington announced the establishment of the Kathy and Steve Berman Environmental Law Clinic. The Berman Environmental Law Clinic draws on UW's environmental law faculty and extensive cross-campus expertise in fields such as Zoology, Aquatic and Fishery Sciences, Forest Resources, Environmental Health and more. In addition to representing clients in court, the clinic has become a definitive information resource on contemporary environmental law and policy, with special focus on the Pacific Northwest.

RECOGNITION

- 500 Global Plaintiff Lawyers, Lawdragon, 2024
- 500 Leading Lawyers in America, Plaintiff Financial Lawyers, Lawdragon, 2023-2024
- 500 Leading Lawyers in America, Plaintiff Consumer Lawyers, Lawdragon, 2024
- Lawyer of the Year, Litigation, Securities Litigation, Best Lawyers, 2024
- The Best Lawyers in America, Antitrust Litigation, Best Lawyers, 2024
- The Best Lawyers in America, Securities Litigation, Best Lawyers, 2024
- The Best Lawyers in America, Plaintiffs Mass Tort Litigation/Class Actions, Best Lawyers, 2024
- The Best Lawyers in America, Plaintiffs Product Liability Litigation, Best Lawyers, 2024
- Legal Lion of the Week as part of the litigation team that achieved class certification in NCAA Student-Athlete Name, Image and Likeness, Law360, 2023
- Best Lawyers in America in Litigation, Securities and Product Liability Litigation, Plaintiffs and Other Areas of Note, 2023
- Washington Super Lawyers, 1999-2023
- Titan of the Plaintiffs Bar, Law360, 2018, 2020, 2022
- Leading Commercial Litigators, The Daily Journal, 2022
- Hall of Fame, Lawdragon, 2022
- Plaintiffs' Attorneys Trailblazer, The National Law Journal, 2017, 2022
- Sports & Entertainment Law Trailblazer, The National Law Journal, 2021
- Honoree for Outstanding Antitrust Litigation Achievement in Private Law Practice, American Antitrust Institute, 2021, 2019, 2018
- Class Action MVP of the Year, Law360, 2016-2020
- Elite Trial Lawyers, The National Law Journal, 2014-2016, 2018-2019
- 500 Leading Lawyers in America, Lawdragon, 2014-2019
- State Executive Committee member, The National Trial Lawyers, 2018
- Class Actions (Plaintiff) Law Firm of the Year in California, Global Law Experts, 2017
- Finalist for Trial Lawyer of the Year, Public Justice, 2014

- One of the 100 most influential attorneys in America, The National Law Journal, 2013
- Most powerful lawyer in the state of Washington, The National Law Journal, 2000
- One of the top 10 plaintiffs' firms in the country, The National Law Journal

PRESENTATIONS

- Steve is a frequent public speaker and has been a guest lecturer at Stanford University, University of Washington, University of Michigan and Seattle University Law School.

PERSONAL INSIGHT

Steve was a high school and college soccer player and coach. Now that his daughter's soccer skills exceed his, he is relegated to being a certified soccer referee and spends weekends being yelled at by parents, players and coaches (as opposed to being yelled at by judges during the week). Steve is also an avid cyclist and is heavily involved in working with young riders on the international Hagens Berman Axeon cycling team.

ABOUT THE FIRM

The Firm

Hagens Berman Sobol Shapiro LLP was founded in 1993 with one purpose: to help victims with claims of fraud and negligence that adversely impact a broad group. Through the firm's focus on class-action litigation and other complex, multi-party cases, it fights for those seeking representation against wrongdoing and fraud. As the firm grew, it expanded its scope while staying true to its mission of taking on important cases that implicate the public interest and the greater good. We represent plaintiffs including consumers, inventors, investors, workers, the environment, governments, whistleblowers and others.

We are one of the nation's leading class-action law firms and have earned an international reputation for excellence and innovation in ground-breaking litigation against large corporations.

OUR FOCUS

Our focus is to represent plaintiffs in [antitrust](#), [consumer fraud](#), [employment](#), [environmental](#), [intellectual property](#), [product liability](#), [securities and investment fraud](#), [sexual harassment](#), tort and [whistleblower law](#) cases. Our firm is particularly skilled at managing multistate and nationwide class actions through an organized, coordinated approach. Our skilled team implements an efficient and aggressive prosecutorial strategy to place maximum pressure on defendants.

WE WIN

We believe excellence stems from a commitment to try each case, vigorously represent the best interests of our clients and obtain maximum recovery. Our opponents know we are determined and tenacious. They respect our skills and recognize our track record of achieving top results for those who need it most.

WHAT MAKES US DIFFERENT

We are driven to return to the class every possible portion of its damages — our track record proves it. While many class action or individual plaintiff cases result in large legal fees and no meaningful outcome for the client or class, Hagens Berman finds ways to return real value to the victims of corporate fraud and malfeasance through damages and real change.

AN INTERNATIONAL REACH

Our firm offers clients an international scope of practice. We have flourished through our core network of U.S. offices, and with a global expansion, Hagens Berman has grown geographically to where our eyes have always been: trends of fraud, negligence and wrongdoing taking form anywhere in the world. The firm now does business through endeavors in Paris, London and Amsterdam and has a vested interest in fighting global instances of oppression and injustice.

Quotes

“[A] clear choice emerges. That choice is the Hagens Berman firm.”

— *U.S. District Court for the Northern District of California, In re Optical Disk Drive Products Antitrust Litigation (Appointing the firm lead counsel in the case which would later usher in \$205 million in settlements.)*

“Landmark consumer cases are business as usual for Steve Berman.”

— *The National Law Journal, naming Steve Berman one of the 100 most influential attorneys in the nation for the third time in a row*

“Berman is considered one of the nation’s top class action lawyers.”

— *Associated Press*

“Class counsel has consistently demonstrated extraordinary skill and effort.”

— *Hon. James Selna, Central District of California, In re Toyota Motor Corp. Unintended Acceleration Marketing, Sales Practices and Products Liability Litigation, (The firm was appointed co-lead counsel without submitting to lead the case, and later achieved what was then the largest settlement in history brought against an automaker – \$1.6 billion.)*

“...I have never worked with such professional, decent counsel.”

— *Hon. Dennis M. Cavanaugh, United States District Judge (Retired), Transcript of Proceedings Fairness Hearing for In re Mercedes-Benz Emissions Litigation, (Hagens Berman helped secure a \$700 million settlement for class members and served as interim class counsel.)*

“...the track record of Hagens Berman[‘s] Steve Berman is...impressive, having racked... a \$1.6 billion settlement in the Toyota Unintended Acceleration Litigation and a substantial number of really outstanding big-ticket results.”

— *Hon. Milton I. Shadur, Senior U.S. District Judge, naming Hagens Berman interim class counsel in Stericycle Pricing MDL (Hagens Berman served as lead counsel and secured a \$295 million settlement.)*

“...when you get good lawyers this is what happens; you get these cases resolved.”

— *Hon. Dennis M. Cavanaugh, United States District Judge (Retired), Proceedings Fairness Hearing for In re Mercedes-Benz Emissions Litigation*

“...Class counsel have devoted considerable time and resources to this litigation...”

— *Hon. Dennis M. Cavanaugh, United States District Judge (Retired), Proceedings Fairness Hearing for In re Mercedes-Benz Emissions Litigation*

“...This result...puts significant money into the pockets of all of the class members, is an excellent result. ...I’ve also looked at the skill and quality of counsel and the quality of the work... and find that to have been at a high level.”

— Hon. Beth Labson Freeman, United States District Judge, Final Approval of Settlement Hearing for Dean Sheikh et al v. Tesla, Inc.

“...respective clients certainly got their money’s worth with these attorneys and the work that they did on their behalf. ...Plaintiffs did an excellent job on behalf of their clients in this case.”

— Hon. Dennis M. Cavanaugh, United States District Judge (Retired)
Proceedings Fairness Hearing for In re Mercedes-Benz Emissions Litigation

“Class Member reaction to the Mercedes Settlement is overwhelmingly positive.”

— Hon. Dennis M. Cavanaugh (Ret.) Special Master, In re Mercedes-Benz Emissions Litigation

“I will reiterate that class counsel has demonstrated over many years, superior experience and capability in handling class actions of this sort.”

— Hon. Beth Labson Freeman, United States District Judge, Final Approval of Settlement Hearing for Dean Sheikh et al v. Tesla, Inc.

“Not only did they work hard and do what was appropriate under the circumstances; their behavior was exemplary throughout. They were fair and firm. There were no pushovers involved here.”

— Hon. Dennis M. Cavanaugh, United States District Judge (Retired), Proceedings Fairness Hearing for In re Mercedes-Benz Emissions Litigation

“Class Counsel are extremely qualified and competent counsel who have experience and expertise prosecuting complex class actions...successfully tried class actions to jury verdicts and...also obtained billions of dollars in settlements...”

— Judge Magnuson, Final CBL Approval Order

“Plaintiffs have zealously litigated this case on behalf of the class over the course of eight years...the reaction of the class members has been overwhelmingly positive.”

— Hon. Jeffrey S. White
Order finalizing \$28 million settlement in class-action against Schneider National Carriers Inc.

“The level of representation of all parties in terms of the sophistication of counsel, was, in my view, of the highest levels. I can’t imagine a case in which there was really a higher quality of representation across the board than this one.”

— Hon. William E. Smith, District Judge, U.S. District Court for the District of Rhode Island
*In re Loestrin 24 Antitrust Litigation, Master File No. 1:13-md-2472 (D.R.I.)
Final Approval Hearing on the direct purchaser settlement (\$120M)*

“...counsel provided strong representation for the class. Class counsel discovered and developed this case without the benefit of a government investigation’s coattails. In total, class counsel reviewed 578,790 documents, deposed 19 fact and opposing-expert witnesses, and consulted with and retained 10 expert witnesses of their own.”

— Hon. William Alsup, District Judge
U.S. District Court for the Northern District of California, In re Glumetza Antitrust Litigation

“Class counsel also successfully defeated defendants’ motions to dismiss, certified a Rule 23 class, and defeated defendants’ summary judgment motions prior to reaching an agreement with all three defendants to settle this action mere weeks before the trial date. Class counsel accomplished all of this despite vigorous opposition from large multi-national companies with high-quality representation from six national law firms.”

— Hon. William Alsup, District Judge
U.S. District Court for the Northern District of California, In re Glumetza Antitrust Litigation

“The settlement was achieved at arm’s length only after DPPs’ highly skilled and experienced counsel had received and reviewed the voluminous discovery and exchanged over 30 expert reports with defendant...”

— Hon. Nina Gerson, District Judge
U.S. District Court for the Eastern District of New York, In re Restasis (Cyclosporine Ophthalmic Emulsion) Antitrust Litigation

“I can’t imagine attorneys litigating a case more rigorously than you all did in this case. It seems like every conceivable, legitimate, substantive dispute that could have been fought over was fought over to the max.”

— Hon. William E. Smith, District Judge, U.S. District Court for the District of Rhode Island
Final Approval Hearing on the direct purchaser settlement (\$120M), In re Loestrin 24 Antitrust Litigation

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