

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.

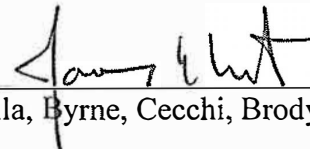
O. Captions

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



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 (Jul 8, 2024 19:09 EDT)

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

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

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 08/8, 2024



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)

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

Phillip 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

FOUR STEPS FOR SUBMITTING A CLAIM FOR REIMBURSEMENT:

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(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.XXXXXXX.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.XXXXXXX.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.XXXXXX.com to determine if it is a Settlement Class Vehicle. You can also call the Claim Administrator at 1-____-____-____ or visit www.XXXXXX.com for more information.

SETTLEMENT BENEFITS – WHAT YOU GET

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

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

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