

CLASS SETTLEMENT AGREEMENT

This Settlement Agreement (the “Settlement Agreement” or the “Agreement”) is made and entered into as of this 4th day of February, 2026, by and between Plaintiffs Jessica Briggs, Christopher Gastall, and Shannon Miller (“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 February 28, 2025 Plaintiffs filed a putative class action against VWGoA and Volkswagen AG captioned *Jessica Briggs, et al. v. Volkswagen Group of America, Inc., et al.*, Civil Action No. 2:25-cv-01540-SDW-JBC in the United States District Court for the District of New Jersey (hereinafter, the “Action”), asserting various claims alleging a defect in the Settlement Class Vehicles that could potentially result in coolant leaks;

WHEREAS, service of process was effectuated upon Defendant VWGoA, but not upon Defendant Volkswagen AG;

WHEREAS, on July 25, 2025, VWGoA filed a motion to dismiss the Complaint (ECF No. 10), and on September 19, 2025, Plaintiffs filed their opposition to said motion (ECF No. 13);

WHEREAS, pursuant to a So-Ordered Stipulation (ECF No. 17), a new schedule was established and on November 3, 2025, Plaintiffs filed a First Amended Class Action Complaint (ECF No. 17);

WHEREAS, Defendant denies Plaintiffs’ allegations and claims, and maintains, *inter alia*, that the Settlement Class Vehicles are not defective, that no applicable warranties (express or implied) have been breached, that no common law duties or applicable statutes, laws, rules or regulations have been violated, that the Settlement Class Vehicles have been properly designed,

tested, manufactured, distributed, marketed, advertised, warranted and sold, 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, counsel for the Parties engaged in a mediation session on August 19, 2025 with the assistance of Mediator Bradley A. Winters of JAMS;

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, nor the underlying settlement negotiations or Settlement itself, shall constitute evidence of, be construed as, or be used and/or admissible in any action or proceeding (judicial or otherwise), as any evidence or admission of any fact, issue, liability, damages, or wrongdoing of any kind and nature on the part of Defendants or any Released Party, which are expressly denied.

WHEREAS, this Settlement Agreement is the result of vigorous arm's length negotiations of disputed claims between the Parties, each of whom are represented by highly qualified and experienced class action counsel, and the Parties and counsel believe it is fair, reasonable, and adequate, and compliant in all respects with Fed. R. Civ. P. 23 ("Rule 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” refers to the litigation captioned *Jessica Briggs, et al. v. Volkswagen Group of America, Inc., et al.*, Civil Action No. 2:25-cv-01540-SDW-JBC, 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 Class 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" shall mean Rust Consulting, Inc., P.O. Box 44, Minneapolis, MN 55440-0044.

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.S. of this Agreement) in which a Settlement Class Member seeks to claim reimbursement for certain paid and unreimbursed out-of-pocket expenses pursuant to the terms, conditions and limitations set forth in Section II.B. and II.C. of this Settlement Agreement.

E. “Claim Form”

“Claim Form” means the form that must be fully completed, signed, dated, and timely mailed to the Claim Administrator, together with all required Proof of Repair Expense

documentation, in order to make a Claim for Reimbursement under the terms of this Settlement Agreement, which Claim Form will be substantially in the form attached hereto as Exhibit 1.

F. “Claim Period”

“Claim Period” means the period of time within which a Claim for Reimbursement under this Settlement must be mailed (postmarked) to the Claim Administrator, which period shall expire ninety (90) days after the Notice Date.

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

“Class Counsel” or “Plaintiffs’ Counsel” shall mean Matthew Schelkopf and Joseph Kenney of Sauder Schelkopf LLC.

H. “Class Notice”

“Class Notice” means the Postcard Class Notice and the Long-Form Class Notice, which will be substantially in the form attached hereto as Exhibits 2 and 3.

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. and Brian T. Carr, Esq. of Shook, Hardy & Bacon L.L.P.

L. “Effective Date”

“Effective Date” means the third business day after: (1) the Court enters a Final Order and Judgment approving the Settlement Agreement, substantially in the form agreed upon by counsel for the Parties, and (2) all appellate rights with respect to said Final Order and Judgment, other than those related solely to any award of attorneys’ fees, costs, or Class representative service awards, 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 Defendants, 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 Postcard Class Notice of this Settlement to the Settlement Class in accordance with this Agreement. The Notice Date shall be a date no sooner than one-hundred (100) days after the Court enters a Preliminary Approval Order, substantially in the form attached hereto as Exhibit 4.

R. “Main Engine Water Pump”

“Main Engine Water Pump” means the main engine (mechanically driven) water pump and water pump gasket.

S. “Proof of Repair Expense”

“Proof of Repair Expense” shall mean all of the following: (1) an original or legible copy of a repair invoice or record 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 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; (2) proof of the Settlement Class Member’s payment for the repair including the amount paid; and (3) if the claimant is not the person or entity to whom/which class notice was sent, they must also submit proof of the Settlement Class Member’s ownership or lease of the Settlement Class Vehicle at the time of the repair covered under the Settlement. If reimbursement is sought for a percentage of the cost of a past paid head gasket repair or replacement during the period for which reimbursement is permitted under this Settlement Agreement, then in addition to the above documentation, the repair invoice(s) must state that said the repair or replacement of the

head gasket was performed because the Settlement Class Vehicle had a coolant leak or low coolant level.

T. “Released Claims” or “Settled Claims”

“Released Claims” or “Settled Claims” means any and all claims, causes of action, demands, debts, suits, liabilities, obligations, damages, entitlements, losses, actions, rights of action 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 in any way arise from or relate to (1) the Main Engine Water Pumps (including their component parts), and/or (2) the head gaskets,¹ of the Settlement Class Vehicles, including, but not limited to, all claims that were or could have been asserted in the Action arising from or relating to the Main Engine Water Pumps and/or head gaskets, and all claims, causes of action, demands, debts, suits, liabilities, obligations, damages, 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, breach of express warranty, breach of implied warranty, violation of the Magnuson-Moss Warranty Act, the Massachusetts Consumer Protection Law, Ch. 93A *et seq.*, the Maryland Consumer Protection Act, the Virginia

¹ Exempted from this release are head gasket failures, malfunctions, and/or repairs that were not due to a coolant leak or low coolant level in a Settlement Class Vehicle.

Consumer Protection Act, the Wisconsin Deceptive Trade Practices Act, the Wisconsin Direct Marketing Regulation(s), any federal, state and/or local consumer protection and/or unfair or deceptive trade practices statutes, rules or regulations, the Uniform Commercial Code and any and all 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 Main Engine Water Pump and/or head gasket).

U. "Released Parties"

"Released Parties" shall mean Volkswagen Group of America, Inc., Volkswagen International America, Inc., Volkswagen AG, Volkswagen de México S.A. de C.V., Volkswagen Credit, Inc., 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.

V. “Settlement Class” or “Settlement Class Members”

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

Excluded from the Settlement Class are: (a) all Judges who have presided over the Actions 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 that acquired a Settlement Class Vehicle as a result of a total loss; (g) any insurer of a Settlement Class Vehicle; (h) issuers of extended vehicle warranties and service contracts; (i) any Settlement Class Member who, prior to the date of this Agreement, settled with and released 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.

W. “Settlement Class Vehicles”

“Settlement Class Vehicles” means the certain specific model year 2018-2022 Volkswagen Atlas and Atlas Cross Sport vehicles that are equipped with 3.6 Liter engines and specifically designated by Vehicle Identification Number (VIN) in the VIN List annexed as Exhibit 5 to this Settlement Agreement, which were imported and distributed by Defendant Volkswagen Group of America, Inc. for sale or lease in the United States and Puerto Rico.

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

Effective on the Notice Date, VWGoA will extend its New Vehicle Limited Warranties (“NVLW”) applicable to the Settlement Class Vehicles to cover eighty percent (80%) of the cost of repair or replacement (parts and labor) of a failed Main Engine Water Pump, by an authorized Volkswagen dealer, during a period of 8.5 years or 85,000 miles (whichever occurs first) from the Settlement Class Vehicle’s In-Service Date (hereinafter, the “Warranty Extension”).

The Warranty Extension is subject to the same terms and conditions set forth in the Settlement Class Vehicle's New Vehicle Limited Warranty and Warranty Information Booklet, and is transferrable to subsequent owners of Settlement Class Vehicles to the extent that the time and mileage limitations of the Warranty Extension have not expired.

Excluded from the Warranty Extension are any Main Engine Water Pump failures resulting from abuse, misuse, alteration or modification, a collision or crash, vandalism, other impact or outside source, and/or failure to use the proper VW recommended coolant fluid.

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

B. Reimbursement of Certain Out-of-Pocket Expenses Paid for Certain Repairs Prior to the Notice Date and Within 8.5 Years or 85,000 Miles (Whichever Occurred First) from the Vehicle’s In-Service Date

1. Reimbursement:

a. If a Settlement Class Member paid (and was not otherwise reimbursed) for a repair or replacement of the Main Engine Water Pump of a Settlement Class Vehicle prior to

the Notice Date and within 8.5 years or 85,000 miles (whichever occurred first) from said vehicle's In-Service Date, then he/she/it may submit a Claim to receive an eighty percent (80%) reimbursement of the paid invoice amount for said repair or replacement (parts and labor), limited to one (1) such repair or replacement per Settlement Class Vehicle. Reimbursement will also include eighty percent (80%) of the past paid expense of up to two (2) repairs or replacements (parts and labor) of the Settlement Class Vehicle's head gasket that was/were performed and paid for prior to the Notice Date and within 8.5 years or 85,000 miles (whichever occurred first) from said vehicle's In-Service Date, if the applicable repair record states that the head gasket repair or replacement was performed because the Settlement Class Vehicle had a coolant leak or low coolant level.

However, if the covered repair or replacement for which reimbursement is sought was not performed by an authorized Volkswagen dealer, then the paid invoice amount of the repair (parts and labor), from which the Settlement Class Member may receive an 80% reimbursement, shall be limited to a maximum of \$820.00 for a Main Engine Water Pump repair or replacement, and \$3,325.00 for a head gasket repair or replacement.

2. Limitations:

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

b. Reimbursement under this section shall not apply to past repairs/replacements of the Main Engine Water Pump and/or head gasket resulting from abuse,

misuse, alteration or modification, a collision or crash, vandalism, other impact or outside source, and/or failure to use the proper recommended coolant for the vehicle.

3. Required Proof:

a. In order to obtain the benefits provided for in this Section, the Settlement Class Member must, within the Claim Period deadline set forth in this Settlement Agreement, mail to the Claim Administrator a fully completed, signed, and dated Claim Form together with all required Proof of Repair Expense documentation. If the claimant is not the person or entity to whom/which class notice was sent, then he/she/it must also submit proof of the Settlement Class Member's ownership or lease of the Settlement Class Vehicle at the time of the covered repair for which reimbursement is sought pursuant to this Settlement Agreement.

b. If the subject past repair was performed within the Settlement Class Vehicle's original NVLW period by a service entity or facility that is not an authorized Volkswagen dealer, then the Settlement Class Member must also submit documentation confirming that they first attempted to have the repair performed by an authorized Volkswagen dealer, but the dealer declined or was unable to perform the repair free of charge. If they cannot supply documents to that effect, they may submit a Declaration confirming, under penalty of perjury, that they made such a prior attempt. A form Declaration will be available on the Settlement website.

C. Requirements for Submission of a Claim for Reimbursement under Section II.B. of this Agreement:

1. The Claim must be mailed to the Claim Administrator, post-marked no later than ninety (90) days after the Notice Date;

2. The Claim, as timely mailed, must contain a fully completed, signed, and dated Claim Form, together with all required Proof of Repair Expense documentation and any other required documentation set forth in Section II.B. above;

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 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

4. 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.

III. CLAIMS ADMINISTRATION

A. Costs of Administration and Notice

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

B. Claim Administration

1. Only timely Claims that are complete and which satisfy the Settlement criteria for reimbursement can be approved for payment. For each approved reimbursement claim, the Claim Administrator, on behalf of 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. The Settlement Class Member may make one (1) request for reissuance of an expired un-negotiated check from the Claim Administrator within 225 days of its original issuance.

2. The Claim Administrator's denial of any Claim in whole or in part shall be binding and non-appealable, except that Class Counsel and Defendant's counsel may 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 regular 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 meeting the Settlement criteria for reimbursement, or for failure to timely cure any deficiencies in the Claim Form and/or the required supporting documentation, the Claim Administrator will so notify the Settlement Class Member by sending a letter or notice of the denial by regular mail. Any Settlement Class Member whose claim is denied shall have fifteen (15) days from the date of the Claim Administrator's letter/notice of denial to request an "attorney review" of the denial, after which time Class Counsel and Defense Counsel shall meet and confer and determine whether said denial, based upon the Claim Form and documentation previously submitted, was correct under the terms of the Settlement, whether the denial should be modified, and/or whether any

disputed issues can amicably be resolved. The Claim Administrator will thereafter advise the Settlement Class Member of the attorney review determination, which shall be binding and not appealable.

IV. NOTICE

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

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

1. On an agreed upon date with the Claim Administrator, but in no event less than one-hundred (100) days after entry of the Preliminary Approval Order, the Claim Administrator shall cause individual Postcard Class Notice, substantially in the form attached hereto as Exhibit 2, to be mailed, by first class mail, to the current or last known addresses of all reasonably identifiable Settlement Class Members. A longer form Class Notice, substantially in the form attached hereto as Exhibit 3, will be made available on the Settlement Website and, upon a specific written request from a Settlement Class Member, a copy will be mailed to that Settlement Class Member by the Claim Administrator. 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 Postcard 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 from the Departments of Motor Vehicles of the States, the District of Columbia, and Puerto Rico, based upon the VINs of Settlement Class Vehicles to be provided by Defendant.

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

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

5. The Claim Administrator shall, upon request, provide Class Counsel and Defendant's counsel with the names and addresses of all Settlement Class Members to whom the Claim Administrator sent a Postcard Class Notice pursuant to this Section.

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

- a. instructions on how to submit a Claim for Reimbursement by mail;
- b. instructions on how to contact the Claim Administrator, Class Counsel and Defendant's Counsel for assistance;
- c. a portal for Settlement Class Members to insert the VIN number of their vehicle to confirm whether it is a Settlement Class Vehicle;
- d. a copy of the Claim Form, Postcard Class Notice, Long-Form Class Notice, 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
- e. the deadlines for any objections, requests for exclusion, and mailing of claims; the date, time and location of the final fairness hearing; and any other relevant information agreed upon by counsel for the Parties.

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

8. Notification to Authorized Volkswagen dealers: Prior to the Notice Date, Defendant will advise its authorized Volkswagen dealers of the Settlement's Warranty Extension, so that the Warranty Extension may be implemented in accordance with the terms and conditions of this Settlement Agreement. Defense Counsel will confirm with Class Counsel that Defendant has notified its dealers of the Settlement's Warranty Extension.

V. RESPONSE TO NOTICE

A. Objection to the Settlement

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

in the Preliminary Approval Order, which date shall be approximately thirty (30) days after the Notice Date, file any such objection with the Court either (i) in person at the Clerk's Office of the United States District Court, District of New Jersey located at 4015 Martin Luther King Jr. Federal Building and United States Courthouse, 50 Walnut Street, Newark, New Jersey 07102 or (ii) via the Court's electronic filing system, or (iii) if not filed in person or via the Court's electronic system, mail the objection to the Court at 4015 Martin Luther King Jr. Federal Building and United States Courthouse, 50 Walnut Street, Newark, New Jersey 07102 and also serve by first-class mail copies of the objection upon: Matthew D. Schelkopf, Sauder Schelkopf LLC, 1109 Lancaster Avenue, Berwyn, PA 19312 on behalf of Plaintiffs, and Michael B. Gallub, Shook, Hardy & Bacon L.L.P., 1 Rockefeller Plaza, Ste. 2801, New York, New York 10020 on behalf of Defendant.

1. Any objecting Settlement Class Member must include with his or her objection all of the following:
 - 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; and
 - d. copies of any papers, briefs, or other documents upon which the objection is based and/or are pertinent to the objection;
 - e. the name and address of the lawyer(s), if any, who is/are representing the objecting Settlement Class Member in making the objection;

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

g. a list of all other objections submitted by the objector, 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 this Settlement Agreement and the Class Notice, or who has not filed an objection in accordance with the deadline and other requirements set forth in this Settlement Agreement and the Class Notice, shall be deemed to have waived and relinquished any right to appear, in person or by counsel, at the Final Fairness Hearing.

B. Request for Exclusion from the Settlement

1. Any Settlement Class Member who wishes to be excluded from the Settlement Class must timely mail, by U.S. first-class mail, a request for exclusion ("Request for Exclusion") to the Claim Administrator and counsel for all 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;
- c. state that the person(s) or entity seeking exclusion is a current or former owner or lessee of a Settlement Class Vehicle; and
- d. specifically and unambiguously state his/her/its desire to be excluded from the Settlement Class.

2. Any request for exclusion must be (i) an individual request that is individually signed by the Settlement Class Member requesting exclusion, (ii) postmarked on or before the deadline set by the Court, which date shall be approximately thirty (30) days after the Notice

Date, and (iii) mailed to each of the following: the Claim Administrator, Rust Consulting, Inc., P.O. Box 44, Minneapolis, MN 55440-0044; Matthew D. Schelkopf, Sauder Schelkopf LLC, 1109 Lancaster Avenue, Berwyn, PA 19312; and Michael B. Gallub, Shook, Hardy & Bacon L.L.P., 1 Rockefeller Plaza, Ste. 2801, New York, NY 10020.

3. Any Settlement Class Member who fails to mail a timely and complete Request for Exclusion to the proper addresses specified above, and containing all of the information specified above, shall not be excluded from the Settlement Class and shall be subject to and bound by this Settlement Agreement, the Released Claims, and every order or judgment entered relating to this Settlement Agreement.

4. Class Counsel and Defendant's 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.

5. 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 Defendant's 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 Defendant's 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.

C. Appearance at Final Fairness Hearing

1. Subject to the approval of the Court, any other Settlement Class Member who wishes to appear (in person or by counsel) at the Final Fairness Hearing must, no later than the objection or request for exclusion 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 set forth the substance of what the Settlement Class Member intends to present at the hearing, and include any documents and materials he/she/it intends to present. Any Settlement Class Member who does not provide a Notice of Intention to Appear in accordance with the deadline and specifications set forth herein, shall be deemed to have waived and relinquished any right to appear, in person or by counsel, at the Final Fairness Hearing.

VI. 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 any required modification in good faith to be material (e.g., because it increases the cost of the Settlement, alters the Settlement, or deprives the withdrawing party of a benefit of the Settlement; a mere delay of the approval and/or implementation of the Settlement including a delay due to an appeal procedure, if any, shall not be deemed material); or

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

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

5. To withdraw from this Settlement Agreement under this paragraph, the withdrawing Party must provide written notice to the other Party's counsel and to the Court within ten (10) business days of receipt of any order or notice of the Court modifying, adding or altering any of the material terms or conditions of this Agreement. In the event either Party withdraws from the Settlement, this Settlement Agreement, and all negotiations, proceedings, documents prepared and statements made in connection therewith, (i) shall be null and void and have no force and effect with respect to any Party in the Action, (ii) shall be inadmissible, and shall not be offered in evidence or used, in the Action or any other litigation for any purpose,

including but not limited to the existence, certification or maintenance of any purported class, (iii) shall not be deemed or construed to be an admission or confession by any Party of any fact, matter or proposition of law, (iv) shall not be used in any manner for any purpose, and (v) all Parties to the Action shall stand in the same position as if this Settlement Agreement had not been negotiated, made, or filed with the Court. Upon withdrawal, either Party may elect to move the Court to vacate any and all orders entered pursuant to the provisions of this Settlement Agreement.

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

VII. ADMINISTRATIVE OBLIGATIONS

A. In connection with the administration of the Settlement, the Claim Administrator shall maintain a record of all contacts from Settlement Class Members regarding the Settlement, any claims submitted pursuant to the Settlement, and any responses thereto. The Claim Administrator, on a monthly basis, shall provide to Class Counsel and Defense Counsel summary information concerning the number of claims made, number of claims approved, the number of claims denied, the number of claims determined to be deficient, and total dollar amount of payouts on claims made, such that Class Counsel and Defendant's counsel may inspect and monitor the claims process.

B. Except as otherwise stated in this Agreement, as between the Parties herein, all reasonable expenses incurred in administering this Settlement Agreement, including, without limitation, the cost of the Class Notice and of the Claim Administrator's distributing and administering the benefits of the Settlement Agreement based upon properly approved Claims, shall be paid by Defendant.

VIII. SETTLEMENT APPROVAL PROCESS

A. Preliminary Approval of Settlement

Promptly after the execution of this Settlement Agreement, Class Counsel shall present this Settlement Agreement to the Court, along with a motion requesting that the Court issue a Preliminary Approval Order substantially in the form attached as Exhibit 4.

B. Final Approval of Settlement

1. If this Settlement Agreement is preliminarily approved by the Court, and pursuant to a schedule set forth in the Preliminary Approval Order or otherwise agreed by the Parties and the Court, Class Counsel shall present a motion requesting that the Court grant final approval of the Settlement and issue a Final Order and Judgment directing the entry of judgment pursuant to the Settlement and 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 Reasonable Attorney Fees and Class Representative Service Awards

1. After the Parties reached an agreement on the material terms of this Settlement, the Parties commenced efforts to negotiate the issue of Class Counsel Fees and Expenses and

Class Representative service awards. As a result of adversarial arm's length negotiations, the Parties hereby agree that Class Counsel may apply to the Court ("Fee and Expense Application") for a combined award of reasonable attorneys' fees, costs and expenses (hereinafter, collectively, "Class Counsel Fees and Expenses") in an amount up to, but not exceeding, the total combined sum of seven hundred ninety thousand dollars (\$790,000). Class Counsel may apply for such an award on or before twenty-one (21) days prior to the deadline in the Preliminary Approval Order for objections and/or requests for exclusion, or as otherwise directed by the Court. Defendant will not oppose a request for Class Counsel Fees and Expenses that does not exceed said total combined amount up to seven hundred ninety thousand dollars (\$790,000), and Class Counsel shall not seek or be awarded, nor shall Class Counsel accept, any amount of Class Counsel Fees and Expenses exceeding said total combined amount. The award of reasonable Class Counsel Fees and Expenses, to the extent consistent with this Agreement, shall be paid by Defendant as set forth below, and shall not reduce or in any way affect any benefits available to the Settlement Class pursuant to this Agreement.

2. The Parties agree that Class Counsel may also apply to the Court for a reasonable Service Award of up to, but not exceeding, three thousand five hundred dollars (\$3,500) each to named Plaintiffs Jessica Briggs, Christopher Gastall, and Shannon Miller, who are serving as putative class representatives in the Action ("Settlement Class Representatives"), to be paid by Defendant as set forth below. Defendant will not oppose Plaintiffs' request, made as part of the Fee and Expense Application, that Defendant pay, in addition to Class Counsel Fees and Expenses, Service Awards of up to \$3,500 to each of the said named Plaintiffs.

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 Sauder Schelkopf LLC 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 Sauder Schelkopf LLC 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 Sauder Schelkopf shall thereafter have sole responsibility to distribute the aforesaid service award payment to the four 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.

IX. MISCELLANEOUS PROVISIONS

A. Effect of Exhibits

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

B. No Admission of Liability

Neither the fact of, nor any provision contained in, this Agreement, nor any action taken hereunder, shall constitute, or be construed as, or be used as, any evidence or admission of (i) the existence or validity of any allegation, claim, or any fact alleged in the Action and any other action or proceeding (judicial or otherwise), and/or (ii) any wrongdoing, fault, violation of law or liability of any kind or nature on the part of Defendant and the Released Parties in the Aion or any other action or proceeding (judicial or otherwise). The Parties understand and agree that neither this Agreement, nor the negotiations or documents that preceded it, shall be offered or be admissible in evidence against Defendant, the Released Parties, the Plaintiffs or the Settlement Class Members, or cited or referred to in the Action or any other action or proceeding (judicial or otherwise), except in an action or proceeding brought to enforce any of the terms of this

Agreement or as a defense to any action or proceeding that violates, in whole or in part, any of the terms of this Agreement, the Preliminary Approval Order, or the Final Order and Judgment.

C. Entire Agreement

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

D. Arm's-Length Negotiations and Good Faith

The Parties have negotiated all of the terms and conditions of this Agreement at arm's-length and in good faith. All terms, conditions, and exhibits in their exact form are material and necessary to this Agreement and have been relied upon by the Parties in entering into this Agreement.

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 Defendant's 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:

<u>As to Plaintiff:</u>	Matthew D. Schelkopf, Esq. Sauder Schelkopf LLC 1109 Lancaster Avenue Berwyn, PA 19312
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<u>As to Defendant:</u>	Michael B. Gallub, Esq. Shook, Hardy & Bacon, L.L.P. 1 Rockefeller Plaza, Ste. 2801 New York, NY 10020
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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 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 after entry of the Final Order and Judgment.

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: February 2, 2026

Signed by:

692395C946CD4E9
Matthew Schelkopf
Sauder Schelkopf LLC
Attorneys for Plaintiffs
1109 Lancaster Avenue
Berwyn, PA 19312

Dated: January , 2026

Jessica Briggs
Plaintiff and Proposed Settlement
Class Representative

Dated: January , 2026

Christopher Gastall
Plaintiff and Proposed Settlement
Class Representative

Dated: January , 2026

Shannon Miller
Plaintiff and Proposed Settlement
Class Representative

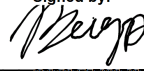
IN WITNESS HEREOF, the Parties have caused this Agreement to be executed, by their
duly authorized attorneys, as of the date(s) indicated on the lines below.

ON BEHALF OF PLAINTIFFS:

Dated: January , 2026

Matthew Schelkopf
Sauder Schelkopf LLC
Attorneys for Plaintiffs
1109 Lancaster Avenue
Berwyn, PA 19312

Dated: January 7, 2026

Signed by:

6BB8DAF83E3F4BD...
Jessica Briggs
Plaintiff and Proposed Settlement
Class Representative

Dated: January , 2026

Christopher Gastall
Plaintiff and Proposed Settlement
Class Representative

Dated: January , 2026

Shannon Miller
Plaintiff and Proposed Settlement
Class Representative

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: January , 2026

Matthew Schelkopf
Sauder Schelkopf LLC
Attorneys for Plaintiffs
1109 Lancaster Avenue
Berwyn, PA 19312

Dated: January , 2026

Jessica Briggs
Plaintiff and Proposed Settlement
Class Representative

Dated: January 7, 2026

Signed by:
Christopher Gastall

ZAZAC84545D44A9...
Christopher Gastall
Plaintiff and Proposed Settlement
Class Representative

Dated: January , 2026

Shannon Miller
Plaintiff and Proposed Settlement
Class Representative

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: January , 2026

Matthew Schelkopf
Sauder Schelkopf LLC
Attorneys for Plaintiffs
1109 Lancaster Avenue
Berwyn, PA 19312

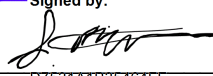
Dated: January , 2026

Jessica Briggs
Plaintiff and Proposed Settlement
Class Representative

Dated: January , 2026

Christopher Gastall
Plaintiff and Proposed Settlement
Class Representative

Dated: January 7, 2026

Signed by:


D7531A1B35464FF...
Shannon Miller
Plaintiff and Proposed Settlement
Class Representative

ON BEHALF OF DEFENDANT:

Dated: February 4, 2026

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

EXHIBIT 1

MAIN WATER PUMP SETTLEMENT **REIMBURSEMENT CLAIM FORM**

TO RECEIVE REIMBURSEMENT FOR CERTAIN PAST PAID EXPENSES UNDER **THE CLASS SETTLEMENT IN *BRIGGS, ET AL. v. VOLKSWAGEN GROUP OF*** ***AMERICA, INC., ET AL.*, No. 2:25-cv-01540 (D.N.J.):**

You must complete, sign, date, and mail this form, together with all of the records specified below, in order to be eligible for a reimbursement of a percentage of certain past paid out-of-pocket expenses for one (1) covered repair of the main engine water pump of a Settlement Class Vehicle (defined as the main engine (mechanically driven) water pump and water pump gasket), and/or up to two (2) covered repairs of a head gasket of a Settlement Class Vehicle if the need for the head gasket repair/replacement was a coolant leak or low coolant level.

FIVE STEPS FOR SUBMITTING A CLAIM FOR REIMBURSEMENT:

(1) Provide Your Contact Information:

First Name:	MI:	Last Name:
Address:		
City:	State:	ZIP Code:
Telephone Number:		
- -		
Vehicle ID Number (VIN):		
Vehicle Make:	Vehicle Model:	

(2) Provide a Repair Order and/or Other Records (original or legible copies) for each Repair for which you are seeking reimbursement. The Repair Order and/or Other Records Must Include the Following Information:

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

(3) Provide the Following Additional Documentation:

- (a) Proof of payment, including the amount paid, for the covered repair.

Total Dollar Amount Claimed For Repair:

\$ •

- (b) If you are not the person to whom the Class Notice was mailed, you must also provide proof of ownership or lease of the Settlement Class Vehicle at the time of the covered repair;
- (c) If the subject repair for which you are seeking reimbursement occurred within your New Vehicle Limited Warranty period, you must provide documentation confirming that you first attempted to have the repair performed by an authorized Volkswagen dealer, but the dealer declined or was unable to perform the repair free of charge. If you cannot provide such documentation, you may submit a Declaration confirming, under penalty of perjury, that you made such a repair attempt. A form Declaration that you can fill out and sign is available at www.XXXXXXXX.com.

(4) Answer the Following Question:

Did you receive any payment, credit, coverage, concession, or reimbursement for all or any part of the amount charged for the Covered Repair for which you are seeking reimbursement from any source, including from Volkswagen, any Volkswagen dealer, any insurance, any warranty, maintenance program, goodwill, coupon or reduction, or other full or partial reimbursement or refund?

☐ Yes ☐ No

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

\$ •

(5) 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

Signature

Date:
MM DD YYYY

- (6) You must mail this Claim Form, together with All Supporting Documents/Paperwork, postmarked no later than _____, 2026, to:**

Rust Consulting, Inc.
P.O. Box 44
Minneapolis, MN 55440-0044

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

EXHIBIT 2

**Notice of Proposed
Class Action Settlement**

If you purchased or leased, in the United States or Puerto Rico, a certain model year 2018-2022 Volkswagen Atlas or Atlas Cross Sport vehicle equipped with a 3.6 Liter engine, you may be entitled to benefits under a class action settlement of a lawsuit, **Jessica Briggs, et al. v. Volkswagen Group of America, Inc., et al.**, Civil Action No. 2:25-cv-01540-SDW-JBC, pending in the United States District Court for the District of New Jersey.

This notice is being mailed to you because you have been identified as owning or leasing such a vehicle.

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

Do not contact the Court for information about the settlement.

Filed 02/12/26 Page 41 of 68 Pa
Briggs v. Volkswagen Group of America, Inc.
Settlement
c/o Rust Consulting, Inc.
PO Box 44
Minneapolis, MN 55440-0044

«ScanString»

Postal Service: Please do not mark barcode
«CF_PRINTED_ID»

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

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

Am I a Settlement Class Member? You are a Settlement Class Member if you purchased or leased, in the United States or Puerto Rico, a certain model year 2018-2022 Volkswagen Atlas or Atlas Cross Sport vehicle equipped with a 3.6 Liter engine, whose specific Vehicle Identification Number ("VIN") is included in the Settlement (a "Settlement Class Vehicle"), subject to certain exclusions. You can confirm whether your vehicle is included in the settlement, and that you are therefore a Settlement Class Member, by searching the VIN Lookup Tool on the Settlement Website: www._____.com.

What benefits can I get from the settlement? If the Court grants final approval, the Settlement will provide the following benefits: 1) for current owners/lessees of Settlement Class Vehicles, a limited Warranty Extension for 80% of the cost of repair or replacement, by an authorized VW dealer, of a failed main engine water pump for 8.5 years or 85,000 miles (whichever occurs first) from the vehicle's In-Service Date; and 2) for current and former owners/lessees of Settlement Class Vehicles, reimbursement of 80% of past paid out-of-pocket expenses for one repair of the main engine water pump, and, in certain instances, up to two repairs of the head gasket, performed and paid for prior to the class notice mailing date and within for 8.5 years or 85,000 miles following the vehicle's In-Service Date. For details of these benefits, the terms, conditions, and limitations of the Settlement, what is covered, your rights and options, the release of claims, and the requirements, deadlines, and procedures for requesting exclusion from or objecting to the Settlement, and submitting a claim for reimbursement if you do not exclude yourself from the Settlement, please refer to the full and more detailed Class Notice which is available on the Settlement Website, www._____.com. The Settlement Website also contains a Claim Form that you would need to complete, sign, date, and timely submit to the Settlement Claim Administrator, together with all required supporting documentation, either by mail or online through the Settlement Website **no later than** _____, in order to claim a reimbursement under the Settlement. You can also call the Settlement Claim Administrator toll free at _____ or email info@_____.com to obtain a Claim Form, to address questions, or for any assistance you may need.

How can I exclude myself from the class? You do not have to do anything to stay in the Settlement Class. However, if you want to exclude yourself from the Settlement, you must mail a Request for Exclusion **postmarked no later than** _____. The requirements for a Request for Exclusion, and the addresses to whom it must be mailed, are set forth in the full Class Notice on the Settlement Website, www._____.com. You must provide all the information required for the Request for Exclusion to be valid. If you timely and properly exclude yourself, you will no longer be part of the Settlement Class and will not be eligible to receive any benefits of the Settlement. If you do not timely and properly

exclude yourself, you will remain part of the Settlement Class, and if the Settlement is approved by the Court, you can receive Settlement benefits if you qualify under the settlement terms, and will be bound by the terms and provisions of the Settlement including the Release of Claims. Read the full Class Notice at www._____.com for further details regarding your rights, options, and the requirements and deadline for a Request for Exclusion.

How can I object? If you want to stay in the Settlement Class and object to the Settlement, or to Class Counsel's application for attorney fees and expenses and Settlement Class Representative service awards, you must file an objection with the Court no later than _____. The specific requirements and procedures for a timely and valid objection are contained in the full Class Notice which you can view on the Settlement Website, www._____.com.

Do I have a lawyer in this case? The Court has appointed Matthew Schelkopf and Joseph Kenney of the law firm of Sauder Schelkopf LLC to represent the Class. These attorneys are called Class Counsel. You will not be charged for their services. If you would like to retain your own counsel, you may do so at your own expense.

The Court's Final Fairness Hearing. The Court will hold a Final Fairness Hearing before the Hon. Susan D. Wigenton on _____ at _____ am, at the United States District Court for the District of New Jersey located at Martin Luther King Jr. Federal Building and United States Courthouse, 50 Walnut Street, Newark, New Jersey 07102, to consider whether to grant final approval of the Settlement and Class Counsel's request for attorney fees/costs and service awards for the Settlement Class Representatives. Applicable dates, including the date of the Final Fairness Hearing, may change without further notice, so please visit _____ .com for any updated information. The website will also contain copies of relevant documents including the pleadings, Settlement Agreement, full Class Notice, preliminary approval order, motions for final approval of the Settlement, Class Counsel fees/expenses, and the Settlement Class Representative service awards, the parties' responses to any objections and requests for exclusion, and other important documents, submissions, and court orders related to the Settlement.

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

UNIQUE ID:	<<Unique_ID>> 487
PIN:	<<PIN>>
VIN:	<<VIN>>

Carefully separate this Address Change Form at the perforation

Name: _____

Current Address: _____

Place
Stamp
Here

Address Change Form

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

Briggs v. Volkswagen Group of America Settlement
c/o Rust Consulting, Inc.
PO Box 44
Minneapolis, MN 55440-0044

EXHIBIT 3

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

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

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY

If you are a current or former owner or lessee of a certain Volkswagen brand vehicle listed below that was purchased or leased in the United States or Puerto Rico, you may be eligible for 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 *Jessica Briggs, et al. v. Volkswagen Group of America, Inc., et al.*, Civil Action No. 2:25-cv-01540-SDW-JBC, pending in the United States District Court for the District of New Jersey (the “Action”). The parties have agreed to a class settlement of the Action, and the Court has preliminarily approved the proposed Settlement. As a Settlement Class Member, you have various options that you may exercise before the Court decides whether to grant final approval 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.**
- **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 owner or lessee of a specific model year 2018-2022 Volkswagen Atlas or Atlas Cross Sport vehicle, equipped with a 3.6 Liter engine, that was imported and distributed by Volkswagen Group of America, Inc. (“VWGoA”) in the United States or Puerto Rico (hereinafter, collectively, “Settlement Class Vehicles”).^{*1}

Settlement Class Members are all persons and entities who purchased or leased a Settlement Class Vehicle in the United States of America or Puerto Rico.

The Action alleges a defect in the Settlement Class Vehicles’ main engine water pump (defined as the main engine (mechanically driven) water pump and water pump gasket) that may potentially result in premature failure which, if that occurs, could potentially result in a coolant leak requiring repair or replacement. VWGoA denies the claims and maintains that the Settlement Class Vehicles are not defective, function properly, were properly designed, manufactured, marketed and sold, and that no applicable warranties were breached nor any applicable statutes violated. The Court has not decided in favor of either party. Instead, the Action has been resolved through a Settlement under which eligible Settlement Class Members who qualify may obtain the following benefits:

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

¹ Not every such model and model year vehicle is covered by this Settlement (i.e., a Settlement Class Vehicle). The Settlement Class Vehicles are determined by specific Vehicle Identification Numbers (VINs). You can look up whether your vehicle is a Settlement Class Vehicle by typing your vehicle’s VIN, where indicated, in the VIN Lookup Portal on the Settlement website at www.settlement.com

Effective on _____, 2026, VWGoA will extend its New Vehicle Limited Warranties (“NVLW”) applicable to the Settlement Class Vehicles to cover eighty percent (80%) of the cost of repair or replacement (parts and labor) of a failed Main Engine Water Pump, by an authorized Volkswagen dealer, during a period of up to 8.5 years or 85,000 miles (whichever occurs first) from the In-Service Date of the Settlement Class Vehicle. The Warranty Extension will cover the Main Engine Water Pump and all parts and labor necessary to effectuate that repair.

The Warranty Extension is subject to the same terms and conditions set forth in the Settlement Class Vehicle's New Vehicle Limited Warranty and Warranty Information Booklet. Excluded from the Warranty Extension are any Main Engine Water Pump failures resulting from abuse, misuse, alteration or modification, a collision or crash, vandalism, other impact or outside source, and/or failure to use the proper VW recommended coolant fluid.

The Warranty Extension is fully transferable to subsequent owners, to the extent its time and mileage limits have not expired.

VWGoA will not be responsible for, and shall not warrant, repair or replacement work that was not performed by an authorized Volkswagen dealer.

II. Reimbursement for a Percentage of Certain Past Paid (and Unreimbursed) Out-of-Pocket Expenses for a Repair of the Main Engine Water Pump of a Settlement Class Vehicle

If you are a Settlement Class Member and paid (and was not otherwise reimbursed) for a repair or replacement of the Main Engine Water Pump of a Settlement Class Vehicle prior to _____, 2026 and within 8.5 years or 85,000 miles (whichever occurred first) from said vehicle's In-Service Date, then you may submit a Claim to receive an eighty percent (80%) reimbursement of the paid invoice amount for said repair or replacement (parts and labor), limited to one (1) such repair or replacement per Settlement Class Vehicle. Reimbursement will also include eighty percent (80%) of the past paid expense of up to two (2) repairs or replacements (parts and labor) of the Settlement Class Vehicle's head gasket that was/were performed and paid for prior to _____, 2026 and within 8.5 years or 85,000 miles (whichever occurred first) from said vehicle's In-Service Date, if the applicable repair record states that the head gasket repair or replacement was performed because the Settlement Class Vehicle had a coolant leak or low coolant level.

However, if the covered repair or replacement for which reimbursement is sought was not performed by an authorized Volkswagen dealer, then the paid invoice amount of the repair (parts and labor), from which the Settlement Class Member may receive an 80% reimbursement, shall be limited to a maximum of \$820.00 for a Main Engine Water Pump repair or replacement, and \$3,325.00 for a head gasket repair or replacement.

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

III. Required Proof :

To qualify for a Claim for Reimbursement under Section II above, you must mail to the Claim Administrator, by first-class mail post-marked no later than _____, 2026, a fully completed, signed and dated Claim Form, a copy of which is available at www._____.com, together with all required documentation listed below:

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 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; (2) proof of the Settlement Class Member's payment for the repair including the amount paid; and (3) if the claimant is not the person or entity to whom/which class notice was sent, they must also submit proof of the Settlement Class Member's ownership or lease of the Settlement Class Vehicle at the time of

the repair covered under the Settlement (i.e., that the claimant was a Settlement Class Member at the time of said repair(s)).

2. If reimbursement is sought for a percentage of the cost of a past paid head gasket repair or replacement during the period for which reimbursement is permitted under this Settlement Agreement, then in addition to the above documentation, the repair invoice(s) must state that said the repair or replacement of the head gasket was performed because the Settlement Class Vehicle had a coolant leak or low coolant level.

3. If the subject past repair was performed within the Settlement Class Vehicle's original New Vehicle Limited Warranty period by a service entity or facility that is not an authorized Volkswagen dealer, then in addition to the above documentation, you must also submit documentation confirming that you first attempted to have the repair performed by an authorized Volkswagen dealer, but the dealer declined or was unable to perform the repair free of charge. If you cannot supply such documents, you may submit a signed and dated Declaration confirming, under penalty of perjury, that you made such a prior attempt. A form Declaration will be available at www._____.com.

IV. Limitations:

A. Any reimbursement pursuant to this Settlement shall be reduced by goodwill or other concession paid by an authorized Volkswagen dealer, any other entity (including insurers and providers of extended warranties or service contracts), or from any other source. If you received a free replacement or repair, or were otherwise reimbursed the full amount for the repair, you will not be entitled to any reimbursement.

B. Any repairs/replacements of the Main Engine Water Pump and/or head gasket resulting from abuse, misuse, alteration or modification, a collision or crash, vandalism, other impact or outside source, and/or failure to use the proper recommended coolant for the vehicle, does not qualify for reimbursement.

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 or entities who have or may have similar claims (referred to as Settlement Class Members). The companies sued in the Action are called the Defendants. One court resolves the issues for all Plaintiffs/Settlement Class Representatives and Settlement Class Members, except for those who timely and properly 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 Class Representatives and the attorneys believe the Settlement is best for the Settlement Class, and the Court has preliminarily approved it subject to the Final Fairness Hearing (Section 18 below).

WHO IS PART OF THE SETTLEMENT?

3. Am I in this Settlement Class?

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

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

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

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 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 (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 VIN in the VIN look-up Portal at www._____.com to determine if your vehicle is a Settlement Class Vehicle. You can also call the Claim Administrator at 1-____-____-____ or visit www._____.com for more information.

SETTLEMENT BENEFITS – WHAT YOU GET

5. What does the Settlement provide?

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

6. Who can send in a Claim for reimbursement?

Any person or entity who purchased or leased a Settlement Class Vehicle in the United States or Puerto Rico can send in a timely Claim for Reimbursement for money spent prior to the Notice Date (_____, 2026) 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** _____, 2026:

- A. Complete, sign under penalty of perjury, and date a Claim Form. (You can download a Claim Form at www._____.com, or obtain one by contacting the Claim Administrator at _____ or by email to info@_____.com). It is recommended that you keep a copy of the completed Claim Form; and
- B. Mail the completed, signed, and dated Claim Form, together with your required supporting documentation (set forth in Section 1 above) by First-Class mail, post-marked no later than _____, 2026, to the Claim Administrator at the address provided on the Claim Form. The information that must be reflected in your records is described on the Claim Form in addition to being described in Section 1 above. 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, 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 _____, 2026, to decide whether to approve the Settlement as fair, reasonable, and adequate. Information about the progress of the case, including any change of the Final Fairness Hearing date, will be available at www._____.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 will notify you of the deficiency(ies) in your Claim, and what needs to be submitted, and by when, to correct the deficiency. 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 bound by the release of claims and cannot sue, continue to sue, or be part of any other lawsuit about the same matters, claims, and legal issues that were or could have been asserted in this case, and the Released Claims set forth in the Settlement Agreement. It also means that all of the Court's orders and judgments will apply to you and legally bind you. The specific claims and parties you will be releasing are set forth in sections I.T and I.U of the Settlement Agreement, a copy of which is available for review on the settlement website, www._____.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

10. How do I Exclude Myself from this Settlement?

You 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, that is individually signed by you, by U.S. mail post-marked no later than _____, 2026 to the addressees listed below, stating clearly that you want to be excluded from the Settlement. You must include in the Request for Exclusion your full name, address, telephone number; the model, model year and VIN of the Settlement Class Vehicle; a statement that you are a present or former owner or lessee of a Settlement Class Vehicle; specifically and unambiguously state your desire to be excluded from the Settlement Class; and you must individually sign the Request for Exclusion. All of this information is necessary for a valid Request for Exclusion. You must mail your Request for Exclusion, **post-marked no later than _____, 2026**, to each of the following:

CLAIM ADMINISTRATOR	CLASS COUNSEL	DEFENSE COUNSEL
RUST CONSULTING, INC. P.O. BOX 44 MINNEAPOLIS, MN 55440-0044	MATTHEW D. SCHELKOPF, ESQ. SAUDER SCHELKOPF LLC 1109 LANCASTER AVENUE BERWYN, PA 19312	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 valid request to be excluded by U.S. mail, then 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, you cannot sue later for the same matters and legal claims that were or could have been asserted in the Action or regarding any of the Released Claims against the Released Parties set forth in the Settlement Agreement, unless your claim is for personal injury or property damage (other than damage to the Settlement Class Vehicle related to the Main Engine Water Pump and/or head gasket).

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?

Yes, the Court has conditionally appointed Matthew Schelkopf and Joseph Kenney of Sauder Schelkopf LLC as "Class Counsel" to represent the Settlement Class.

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 represent you and the Settlement Class. But, if you want your own lawyer, you may hire one at your own cost.

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

15. How will the lawyers be paid, and will the Plaintiff Settlement Class Representative receive a service award?

Class Counsel have prosecuted this case on a contingency basis. They have not received any fees or reimbursement for costs and expenses associated with this case. Class Counsel will file an application with the Court requesting an award of reasonable attorney fees and reasonable costs and expenses (“Fees and Expenses”) in an amount not exceeding a combined total sum of \$790,000.00. VWGoA has agreed not to oppose Class Counsel’s application for Fees and Expenses to the extent not exceeding that combined total sum, and Class Counsel have agreed not to accept any Fees and Expenses in excess of that combined total sum.

Class Counsel will also apply to the Court for service awards, in the amount of \$3,500 each, to the four named Plaintiffs, Jessica Briggs, Christopher Gastall, and Shannon Miller, who have conditionally been approved as Settlement Class Representatives, for their efforts in pursuing this litigation for the benefit of the Settlement Class.

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

Class Counsel’s motion for fees and expenses and Settlement Class Representative service awards will be filed by _____, 2026, and a copy will be made available for review at www._____.com.

SUPPORTING OR OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I like or dislike the Settlement?

If you are a member of the Settlement Class and do not request to be excluded, you can tell the Court you like the Settlement and it should be approved, or you can ask the Court to deny approval by filing a written objection. You can object to the Settlement and/or to Class Counsel’s requests for Fees and Expenses and Settlement Class Representative service 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 **no later than _____, 2026**:

- i. File your written objection or comment, together with any supporting papers or materials, on the Court’s docket for this case, *Jessica Briggs, et al. v. Volkswagen Group of America, Inc., et al.*, Civil Action No. 2:25-cv-01540-SDW-JBC, United States District Court for the District of New Jersey, via its electronic filing system, or
- ii. File your written objection or comment, together with any supporting papers or materials, with the Court in person at the 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, or
- iii. Mail your written objection or comment, together with any supporting papers or materials, to each of the following, by U.S. first-class mail **post-marked no later than _____, 2026**:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
HON. SUSAN D. WIGENTON UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY 50 WALNUT STREET #4015 NEWARK, NEW JERSEY 07102	MATTHEW D. SCHELKOPF, ESQ. SAUDER SCHELKOPF LLC 1109 LANCASTER AVENUE BERWYN, PA 19312	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 *Jessica Briggs, et al. v. Volkswagen Group of America, Inc., et al.*, Civil Action No. 2:25-cv-01540-SDW-JBC, United States District Court for the District of New Jersey, and **must include all of the following**: Your full name, current address

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

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); a written statement of all grounds for the objection accompanied by any legal support; copies of any papers, briefs and/or other documents upon which the objection is based and which are pertinent to the objection; and the name, address, and telephone number of any counsel representing you with respect to your objection; a statement of whether you intend to appear at the Final Fairness Hearing, either with or without counsel; and, a detailed list of any other objections submitted by you, or any attorney representing you, to any class action settlements in any court in the United States in the previous five (5) years including the full case name with jurisdiction in which it was filed and the docket number, or, if there were no such other objections, it must include an affirmative statement that neither you nor any attorney representing you has objected to any other class action settlement in the United States in the previous five (5) years.

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 above, shall waive his/her/its right to do so, and to appeal from any order or judgment of the Court concerning this Action.

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 the bases for the objection. In order to appear, the Settlement Class Member **must, by the objection deadline of _____, 2026**, file with the Clerk of the Court and serve upon all counsel designated in this 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/its 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 above shall be deemed to have waived any right to appear, in person or by counsel, at the Final Fairness Hearing.

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

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

FINAL FAIRNESS HEARING

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

The Court will hold a Final Fairness Hearing at _____ on _____, 2026, before the Honorable Susan D. Wigenton, United States District Judge, 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, to determine whether the preliminarily approved 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. You should check the Settlement Website or the Court's PACER site to confirm that the date has not changed.

19. 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, if you so choose. Your objection will be considered by the Court whether you or your lawyer attend or not.

20. 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

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

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 *Jessica Briggs, et al. v. Volkswagen Group of America, Inc., et al.*, Civil Action No. 2:25-cv-01540-SDW-JBC, 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 Class Member (or the objecting Settlement Class Member's counsel) intends to present to the Court in connection with the Fairness Hearing.

You (or any attorney representing 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 _____, 2026. You cannot speak at the Fairness Hearing if you excluded yourself from the Settlement.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

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

MORE INFORMATION

22. Where can I get more information?

Visit the Settlement website at www._____.com where you can look up your vehicle's VIN to determine if it is Settlement Class Vehicle, find extra Claim Forms, and review more information about this Litigation and Settlement including copies of the pleadings, the Settlement Agreement, the Motions for Final Approval, Class Counsel fees/expenses, and Settlement Class Representative service awards, any responses by the parties to objections and requests for exclusion, Court Orders relating to the Settlement, and other pertinent information. Please also review the website for updates regarding the Action, and important deadlines, dates, and any changes thereto (including the Final Fairness Hearing date). You may also call the Claim Administrator at 1-____-____-____ or email info@XXXXXX.com.

EXHIBIT 4

nc.

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

JESSICA BRIGGS, CHRISTOPHER
GASTALL, and SHANNON MILLER,
individually and on behalf of others
similarly situated,

Plaintiffs,

vs.

VOLKSWAGEN GROUP OF
AMERICA, INC., a New Jersey
Corporation, d/b/a VOLKSWAGEN
OF AMERICA, INC., and
VOLKSWAGEN AG, a German
Corporation,

Defendants.

Civil Action No. 2:25-cv-01540-SDW-
JBC

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

WHEREAS, pursuant to Fed. R. Civ. P. (“Rule”) 23(a), 23(b)(3), and 23(e), the parties seek entry of an order, *inter alia*, granting Plaintiffs’ Unopposed Motion for Preliminary Approval of the Class Action (“Settlement”), and (i) preliminarily approving the Class Settlement pursuant to the terms and provisions of the Class Settlement Agreement dated February 4, 2026, with attached exhibits (“Settlement Agreement”); (2) preliminarily certifying the Settlement Class for settlement purposes only; (3) directing Notice to the Settlement Class pursuant to the parties’ proposed Class Notice Plan; (4) preliminarily appointing the Settlement Class Representatives, Class Counsel, and the Claims Administrator; (5) directing the timing and procedures for objecting to, or requesting for exclusion from, the Settlement; and (6) scheduling any other filings and the Final Fairness Hearing; and

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

Action Settlement, the exhibits thereto, the Supporting Declaration of Matthew D. Schelkopf, and the docket of this Action;

NOW, IT IS HEREBY ORDERED THAT:

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

2. The Court preliminarily approves the Settlement Agreement and all of its terms and provisions as fair, reasonable, and adequate, and fully compliant with Rule 23 of the Federal Rules of Civil Procedure (“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 persons and entities who purchased or leased, in the United States or Puerto Rico, certain specific model year 2018-2022 Volkswagen Atlas and Atlas Cross Sport vehicles that are equipped with 3.6 Liter engines and specifically designated by Vehicle Identification Number (VIN) in the VIN List annexed as Exhibit 5 to the Settlement Agreement, which were imported and distributed by Defendant Volkswagen Group of America, Inc. for sale or lease in the United States and Puerto Rico (hereinafter “Settlement Class Vehicles”).

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 that acquired a Settlement Class Vehicle as a result of a total loss; (g) any insurer of a Settlement Class Vehicle; (h) issuers of extended vehicle warranties and service contracts; (i) any Settlement Class Member who, prior to the date of this Agreement, settled with and released 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 Plaintiffs Jessica Briggs, Christopher Gastall, and Shannon Miller as the Settlement Class Representatives (“Plaintiffs” or “Settlement Class Representatives”).

5. The Court preliminarily appoints Matthew D. Schelkopf and Joseph B. Kenney of Sauder Schelkopf LLC as Class Counsel for the Settlement Class (“Settlement Class Counsel”).

6. The Court preliminarily appoints Rust Consulting, Inc. as the Settlement Claim Administrator (“Claim Administrator”).

7. The Court preliminarily finds, solely for purposes of the Settlement, that the Rule 23 criteria for certification of the Settlement Class exists in that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members in the Action is impracticable; (b) there are questions of law and fact common to the Settlement Class that predominate over individual questions; (c) the claims of the Settlement Class Representative are typical of the claims of the Settlement Class; (d) the Settlement Class 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, and that the proceedings that occurred before the Parties

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

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

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

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

12. The Court further finds that the requirements, process, and deadline for submitting Claims for Reimbursement under the Settlement, and the terms and conditions of the Settlement Agreement relating thereto, are fair, reasonable, and hereby approved. The Claim Administrator is directed to perform all settlement administration duties set forth in, and pursuant to the terms and time periods of, the Settlement Agreement, including mailing of the CAFA Notice, implementing and maintaining the Settlement Website, implementing the Notice Plan, the processing, review and determination of timely submitted and proper Claims for Reimbursement under the Settlement terms, and the submission of any declarations and other materials to Settlement Class Counsel, Defense Counsel and the Court, as well as any other duties required under the Settlement Agreement.

13. The Departments of Motor Vehicles within the United States and its territories are ordered to provide approval to S&P Global, or any other company so retained by the parties and/or the Claim Administrator, to release the names and addresses of Settlement Class Members in the Action associated with the titles of the Vehicle Identification Numbers at issue in the Action for the purposes of disseminating the Settlement Class Notice to the Settlement Class Members. S&P Global, or any other company so retained, is ordered to license, pursuant to agreement between Defendant and S&P Global or such other company, and/or the Claim Administrator and S&P Global or such other company, the Settlement Class Members' contact information to the Claim Administrator and/or Defendant solely

for the use of providing Settlement Class Notice in the Action and for no other purpose.

14. Any Settlement Class Member who wishes to be excluded from the Settlement Class must mail, by first-class mail postmarked no later than thirty (30) days after the Notice Date, a written request for exclusion (“Request for Exclusion”) to each of the following: (a) the Claim Administrator at the address specified in the Class Notice; (b) Matthew Schelkopf, Esq., Sauder Schelkopf LLC, 1109 Lancaster Avenue, Berwyn, PA 19312 on behalf of Settlement Class Counsel; and (c) Michael B. Gallub, Esq., Shook, Hardy & Bacon L.L.P., 1 Rockefeller Plaza, Suite 2801, New York, NY 10020 on behalf of Defendant. To be effective, the Request for Exclusion must be timely (mailed and postmarked within the above deadline) and must:

- a. Include the Settlement Class Member’s full name, address and telephone number;
- b. Identify the model, model year and VIN of the Settlement Class Vehicle;
- c. State that he/she/it is or was a present or former owner or lessee of a Settlement Class Vehicle;
- d. Specifically and unambiguously state his/her/its desire to be excluded from the Settlement Class; and
- e. Be individually signed by the Settlement Class Member.

15. Any Settlement Class Member who fails to timely mail a complete and individually signed Request for Exclusion containing all of the above required information, and mailed to the proper persons/addresses set forth above, shall not be excluded from the Settlement, 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 terms and provisions of

the Settlement Agreement including the Released Claims against the Released Parties set forth therein.

16. Any Settlement Class Member who has not submitted a Request for Exclusion may object to the fairness of the Settlement Agreement and/or the requested amount of Settlement Class Counsel Fees and Expenses and/or Settlement Class Representative service 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 thirty (30) days of the Notice Date; or (ii) mail, via first-class mail postmarked within thirty (30) days of the Notice Date, the objection, together with any supporting briefs and/or documents, to each of the following: (a) the Clerk's Office of the United States District Court, District of New Jersey, Martin Luther King Jr. Federal Building and United States Courthouse, 50 Walnut Street #4015, Newark, New Jersey 07102; (b) Matthew Schelkopf, Esq., Sauder Schelkopf LLC, 1109 Lancaster Avenue, Berwyn, PA 19312 on behalf of Settlement Class Counsel; and (c) Michael B. Gallub, Esq., Shook, Hardy & Bacon L.L.P., 1 Rockefeller Plaza, Suite 2801, New York, NY 10020 on behalf of Defendant.
- b. Any objecting Settlement Class Member must include the following with his/her/its objection: (i) the objector's full name, address, and telephone number; (ii) the model, model year and Vehicle Identification Number of the Settlement Class Vehicle, along with proof that the objector has owned or leased the Settlement Class Vehicle (i.e., a true copy of a vehicle title or registration); (iii) a written statement of all grounds for the objection accompanied by any legal support for such

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

17. Any Settlement Class Member who has not properly filed a timely objection in accordance with the deadline and requirements set forth in this Order 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.

18. By the deadline set forth in this Order below, the parties' responses to any objections and/or requests for exclusion shall be filed with the Court the Court's electronic filing system, and copies of said responses shall be made available on the Settlement Website within a reasonable time thereafter. Settlement Class Members (including any counsel retained by them) should check the case docket and/or the Settlement Website to view any such responses.

19. Subject to the approval of the Court, any Settlement Class Member may appear, in person or by counsel, and speak at the Final Fairness Hearing concerning the proposed Settlement, the application of Class Counsel for Fees and Expenses and Settlement Class Representative service awards, and/or any objection that he/she/it has timely filed, if, no later than the objection deadline, said Settlement Class Member (or his/her counsel) files with the Clerk of the Court and serves 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 set forth the substance of what the Settlement Class Member or counsel intends to present at the hearing, and include copies of any papers, exhibits, or other evidence and the identity of all witnesses that the Settlement Class Member (or the Settlement Class Member's counsel) intends to present to the Court in connection with the Final Fairness Hearing. Any Settlement Class Member who does not provide a Notice of Intention to Appear in accordance with the deadline and other requirements set forth in this Order shall be deemed to have waived any right to appear, in person or by counsel, at the Final Fairness Hearing.

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

- a. All orders and findings entered in connection with the Settlement shall become null and void and have no further force and effect, shall not be used or referred to for any purposes whatsoever, and shall not be admissible or discoverable in this or any other proceeding, judicial or otherwise;

- b. All of the Parties' respective pre-Settlement claims, defenses and procedural rights will be preserved, and the parties will be restored to their positions *status quo ante*;
- c. Nothing contained in this Order is, or may be construed as, any admission or concession by or against Defendant, the Released Parties, or the Plaintiff on any allegation, claim, defense, issue, or point of fact or law in connection with this Action;
- d. Neither the Settlement terms, the existence of the Settlement itself, nor any publicly filed, available, or disseminated information regarding the Settlement, including, without limitation, the Settlement Agreement, the Class Notices, the Settlement Website, court filings, court orders, and public statements, may be used, or be admissible, 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.

21. 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 Defendant and/or 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.

22. Pending the Final Fairness Hearing and any further determination thereof, this Court shall maintain continuing jurisdiction over these Settlement proceedings and over the commencement or continuation of any action or proceeding, judicial or otherwise, that violates the preliminary injunction set forth above.

23. 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 should check the Settlement Website regularly for updates and further details regarding this Settlement and any applicable deadlines and dates including any changes in the date, time and/or place of the Final Fairness Hearing:

Event	Deadline
Class Notice Mailing Date and publication of Settlement Website (“Notice Date”)	_____ [100-days after issuance of Preliminary Approval Order]
Filing of Motion for Class Counsel Fees and Expenses and Class Representative Service Awards	_____ [109-days after issuance of Preliminary Approval Order]
Deadline to File or Mail Objection	_____ [130-days after issuance of Preliminary Approval

	Order; 30-days after the Notice Date]
Deadline for Requests for Exclusion to be post marked	_____ [130-days after issuance of Preliminary Approval Order; 30-days after the Notice Date]
Filing of Plaintiffs' Motion for Final Approval of the Settlement	_____ [137-days after issuance of Preliminary Approval Order; 37-days after the Notice Date]
Claim Administrator to submit a declaration to the Court, Class Counsel and Defense Counsel confirming the dissemination of the Class Notice and listing all Settlement Class Member requests for exclusion received by the Claim Administrator.	_____ [137-days after issuance of Preliminary Approval Order; 37-days after the Notice Date]
Responses of Any Party to timely filed Objections to the Settlement and/or Fee and Expense Application, and any Requests for Exclusion	_____ [14 days prior to the Final Fairness Hearing]
Any submissions by Defendant concerning Final Approval of Settlement	_____ [14 days prior to the Final Fairness Hearing]
Final Fairness Hearing to be held in person or by video conference, as determined by the Court	_____ [168 days after issuance of Preliminary Approval Order; 31 days after

	Plaintiffs' filing of Final Approval Motion]
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SO ORDERED:

Date: _____

Honorable Susan D. Wigenton
United States District Judge

EXHIBIT 5

To be submitted to the Court under seal at the Court's request to protect vehicle identification numbers of the Settlement Class Vehicles, which are considered personally identifiable information of the Settlement Class members, and hundreds of thousands of columns long in Excel format.