

EXHIBIT A

CLASS SETTLEMENT AGREEMENT

This Class Settlement Agreement (the “Settlement Agreement” or the “Agreement”) is made and entered into as of this day of April, 2023, by and between Plaintiffs Sokol Gjonbalaj, Joseph Campbell, Jessica Cole, Karen Werner, Austin Barden, Mary Govan, Antonio Cabezas, Rick Hornick and Krzysztof Ziarno (“Plaintiffs”), individually and as representatives of the Settlement Class defined below, and Volkswagen Group of America, Inc. (“VWGoA”) (“Defendant”) (collectively, the “Parties”).

RECITALS

WHEREAS, on dates between December 23, 2019 and May, 6, 2020, various Plaintiffs filed the following putative class actions against VWGoA and Volkswagen AG asserting claims that alleged defects in the putative class vehicles’ Sunroofs resulted in leakage and water ingress into the vehicles’ interiors: (1) *Sokol Gjonbalaj, individually and on behalf of all others similarly situated v. Volkswagen Group of America, Inc., a New Jersey corporation, and Volkswagen AG, a foreign corporation*, Civil Action No. 2:19-cv-07165-BMC, United States District Court for the Eastern District of New York, which complaint was thereafter amended (“Gjonbalaj Action”); (2) *Jessica Cole and Karen Werner, individually and on behalf of all others similarly situated v. Volkswagen Group of America, Inc., a New Jersey corporation, and Volkswagen AG, a foreign corporation*, Civil Action No. 3:20-cv-2085-KAW, United States District Court for the Northern District of California; (3) *Krzysztof Ziarno, individually and on behalf of all others similarly situated v. Volkswagen Group of America, Inc., a New Jersey corporation, and Volkswagen AG, a foreign corporation*, Civil Action No. 2:20-cv-03833, United States District Court for the District of New Jersey; (4) *Dimitri Williams, individually and on behalf of all others similarly situated v. Volkswagen Group of America, Inc., a New Jersey corporation, and Volkswagen AG, a foreign corporation*, Civil Action No. 2:20-cv-02553, United States District

Court for the Northern District of Illinois; (5) *Austin Barden, individually and on behalf of all others similarly situated v. Volkswagen Group of America, Inc., a New Jersey corporation, and Volkswagen AG, a foreign corporation*, Civil Action No. 5:20-cv-00973, United States District Court for the Central District of California; and (6) *Joseph Campbell, individually and on behalf of all others similarly situated v. Volkswagen Group of America, Inc., a New Jersey corporation, and Volkswagen AG, a foreign corporation*, Civil Action No. 5:20-cv-00518, United States District Court for the Northern District of New York;

WHEREAS, pursuant to an agreement among the Parties, the Plaintiffs in the aforesaid actions all agreed to adjudicate their aforesaid claims in the Gjonbalaj Action, and, accordingly, all of the aforesaid actions except the Gjonbalaj Action were voluntarily dismissed by the Plaintiffs without prejudice pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(i);

WHEREAS, thereafter, on August 28, 2020, Plaintiffs filed a Consolidated and Amended Class Action Complaint in the Gjonbalaj Action, the caption of which was entitled *Sokol Gjonbalaj, Joseph Campbell, Jessica Cole, Karen Werner, Austin Barden, Mary Govan, Dimitri Williams, Antonio Cabezas, Rick Hornick, Lisa and Steven DelPrete, and Krzysztof Ziarno v. Volkswagen Group of America, Inc., a New Jersey Corporation, and Volkswagen AG, a foreign corporation*, Civil Action No. 2:19-cv-07165-BMC, United States District Court for the Eastern District of New York (hereinafter, the “Action”);

WHEREAS, on March 1, 2021 and August 12, 2020 respectively, former Plaintiffs Lisa and Steven DelPrete, and Dimitri Williams, filed Notices of Voluntary Dismissal With Prejudice pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(i);

WHEREAS, Defendant denies Plaintiffs’ allegations and claims with respect to both liability and damages, and maintains, *inter alia*, that the Settlement Class Vehicles’ Sunroofs 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' Sunroofs were properly designed, tested, manufactured, distributed, marketed, advertised, warranted and sold, and that this action is not suitable for class treatment if it proceeded through litigation and trial;

WHEREAS, on October 2, 2020, pursuant to permission granted by the Court at a pre-motion conference, Defendant and Volkswagen AG filed a Rule 12 motion to dismiss the Action, which motion was fully briefed by the Parties and submitted on November 9, 2020;

WHEREAS, the Parties, after investigation and careful analysis of their respective claims and defenses, and with full understanding of the potential risks, benefits, expense and uncertainty of continued litigation, desire to compromise and settle all issues and claims that were asserted or could have been asserted in the Action by or on behalf of Plaintiffs and members of the Settlement Class;

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

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

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

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

I. DEFINITIONS

A. “Action” or “Lawsuit”

“Action” or “Lawsuit” means the consolidated litigation captioned *Sokol Gjonbalaj, Joseph Campbell, Jessica Cole, Karen Werner, Austin Barden, Mary Govan, Dimitri Williams, Antonio Cabezas, Rick Hornick, Lisa and Steven DelPrete, and Krzysztof Ziarno. v. Volkswagen Group of America, Inc., a New Jersey Corporation, and Volkswagen AG, a foreign corporation*, Civil Action No. 2:19-cv-07165-BMC, pending in the United States District Court for the Eastern District of New York.

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

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

C. “Claim Administrator” or “Settlement Administrator”

The “Claim Administrator” or “Settlement Administrator” means JND Legal Administration.

D. “Claim” or “Claim for Reimbursement”

“Claim” or “Claim for Reimbursement” means the timely and proper submission of the required fully completed, signed and dated Claim Form, together with all required Proof of Repair Expense documents (as defined in Section I.S. of this Agreement), in which a Settlement

Class Member seeks to claim reimbursement for a percentage of certain past paid and unreimbursed out-of-pocket expenses for a Covered Repair of a Settlement Class Vehicle prior to the Notice Date and within seven (7) years or 80,000 miles (whichever occurred first) from said vehicle's In-Service Date, pursuant to the terms, conditions and limitations set forth in Section II.B. of this Settlement Agreement.

E. "Claim Form"

"Claim Form" means the form that must be fully completed, signed, dated and timely submitted 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 sixty (60) days after the Notice Date.

G. "Class Counsel" or "Plaintiffs' Counsel"

"Class Counsel" or "Plaintiffs' Counsel" means, collectively, the law firms of Milberg Coleman Bryson Phillips Grossman LLC, Bryant Law Center PSC, Berger Montague PC, Ahdoot & Wolfson PC and Simmons Hanly Conroy.

H. "Class Notice"

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

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

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

J. “Court”

“Court” means the United States District Court for the Eastern District of New York, located at 225 Cadman Plaza East, Brooklyn, New York 11201.

K. “Covered Repair”

“Covered Repair” means repair or replacement (parts and labor) of (a) the Sunroof of a Settlement Class Vehicle to address a diagnosed condition of leakage and liquid ingress into the vehicle’s interior from the Sunroof while it was in the fully closed position with the sunroof glass not broken, cracked or otherwise damaged, and if applicable, (b) to address a diagnosed condition of liquid damage to a Settlement Class Vehicle’s interior seats, carpets/floor mats, interior ceiling, and failure of electrical components, directly caused by a diagnosed condition of leakage and liquid ingress into the vehicle’s interior from said vehicle’s Sunroof while it was in the fully closed position with the sunroof glass not broken, cracked or otherwise damaged. A Covered Repair under the Warranty Extension (Section II.A. below) must be performed by an authorized VW dealer (for Volkswagen Settlement Class Vehicles) or an authorized Audi dealer (for Audi Settlement Class Vehicles).

A Covered Repair shall not include a repair or replacement of the Sunroof to address a leakage and liquid ingress condition resulting from abuse, misuse, alteration or modification, a collision or crash, vandalism and/or other impact, failure to properly or fully close the Sunroof, broken, cracked or damaged Sunroof glass or other components, improper maintenance, and/or an outside source or factor including a prior repair performed by a non-dealer.

L. “Defense Counsel”

“Defense Counsel” or “Defendant’s Counsel” means Michael B. Gallub, Esq. and Homer B. Ramsey, Esq. of Shook, Hardy & Bacon, L.L.P.

M. “Effective Date”

“Effective Date” means the third business day after: (1) the Court enters a Final Order and Judgment approving the Settlement Agreement, substantially in the form agreed upon by counsel for the Parties, and (2) all appellate rights with respect to said Final Order and Judgment, other than those related solely to any award of attorneys’ fees, costs or service/incentive payments, have expired or been completely exhausted in such a manner as to affirm the Final Order and Judgment.

N. “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.

O. “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).

P. “Final Order and Judgment”

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

Q. “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.

R. “Notice Date”

“Notice Date” means the Court-ordered date by which the Claim Administrator shall mail the Class Notice of this Settlement to the Settlement Class. The Notice Date shall be a date that is up to one-hundred-twenty (120) days after the Court enters a Preliminary Approval Order, substantially in the form attached hereto as Exhibit 3.

S. “Proof of Repair Expense”

“Proof of Repair Expense” means all of the following: (1) an original or legible copy of a repair invoice or record for, and demonstrating, a Covered Repair as defined in Section I.K., containing claimant’s name, the make, model and vehicle identification number (“VIN”) of the Settlement Class Vehicle, the name and address of the authorized Audi or VW dealer or non-dealer service center that performed the Covered Repair, the date of the Covered Repair, the Settlement Class Vehicle’s mileage at the time of the Covered Repair, a description of the repair work performed including the parts repaired/replaced and a breakdown of parts and labor costs, and the amount charged (parts and labor) for the Covered Repair; (2) records, receipts and/or invoices demonstrating that the Settlement Class member paid for the Covered Repair; and (3) 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 the Covered Repair for which reimbursement is sought includes repair of damage to the vehicle’s interior seats, carpets/floor mats, interior ceiling, and failure of electrical components (as defined in Section I.K.(b) of this

Agreement), then the Proof of Repair Expense must also show that said damage that required repair/replacement was directly caused by leakage and water ingress from the Sunroof while it was in the fully closed position and not cracked, broken or otherwise damaged.

T. “Released Claims” or “Settled Claims”

“Released Claims” or “Settled Claims” means any and all claims, causes of action, demands, debts, suits, liabilities, obligations, damages, entitlements, losses, actions, rights of action, costs, expenses, and remedies of any kind, nature and description, whether known or unknown, asserted or unasserted, foreseen or unforeseen, and regardless of any legal or equitable theory, existing now or arising in the future, by Plaintiffs and any and all Settlement Class Members (including their successors, heirs, assigns and representatives) which, in any way, allege, arise from, or relate to any actual, potential, or claimed leakage, liquid ingress, or liquid intrusion into any Settlement Class Vehicle from its Sunroof, any consequences, damage or loss relating thereto, and any technical service bulletins, tech tips, recalls, service actions, and other campaigns and notices addressing or relating to same, including but not limited to all matters that were asserted or could have been asserted in the Action, and all claims, causes of action, demands, debts, suits, liabilities, obligations, damages, entitlements, losses, actions, rights of action and remedies of any kind, nature and description, arising under any state, federal or local statute, law, rule and/or regulation including any consumer protection, consumer fraud, unfair or deceptive business or trade practices, false or misleading advertising, and/or other sales, marketing, advertising and/or consumer statutes, laws, rules and/or regulations, under any common law cause of action or theory, and under any legal or equitable causes of action or theories whatsoever, and on any basis whatsoever including tort, contract, products liability, express warranty, implied warranty, negligence, fraud, misrepresentation, concealment, false or misleading advertising or marketing, consumer protection, express or implied covenants,

restitution, quasi-contract, unjust enrichment, injunctive relief of any kind and nature, the Magnuson-Moss Warranty Act, California Song-Beverly Consumer Warranty Act, California Unfair Competition Law, California Consumers Legal Remedies Act, New York General Business Law, Illinois Consumer Fraud and Deceptive Business Practices Act, Maryland Consumer Protection Act, Florida Deceptive and Unfair Trade Practices Act, New Jersey Consumer Fraud Act, Uniform Commercial Code and any and all other or similar federal, state or local statutes, laws, rules or derivations thereof, any state Lemon Laws, secret warranty, and/or any other theory of liability and/or recovery whatsoever, whether in law or in equity, and for any and all injuries, losses, damages, remedies (legal or equitable), costs, recoveries or entitlements of any kind, nature and description, under statutory and/or common law, and including, but not limited to, compensatory damages, economic losses or damages, exemplary damages, punitive damages, statutory damages, statutory penalties or rights, restitution, unjust enrichment, injunctive relief, costs, expenses and/or counsel fees, and any other legal or equitable relief or theory of relief. This Settlement Agreement expressly exempts claims for personal injuries and property damage (other than damage to the Settlement Class Vehicle itself).

U. “Released Parties”

“Released Parties” means Volkswagen Group of America, Inc., Volkswagen AG, Audi AG, Volkswagen Credit, Inc., Audi of America LLC, Audi of America, Inc., Volkswagen de México S.A. de C.V., Volkswagen Group of America Chattanooga Operations, LLC, all designers, manufacturers, assemblers, distributors, importers, retailers, marketers, advertisers, testers, inspectors, sellers, suppliers, component suppliers, lessors, warrantors, dealers, repairers and servicers of the Settlement Class Vehicles and each of their component parts and systems, all of their past and present directors, officers, shareholders, principals, partners, employees, agents, servants, assigns and representatives, and all of the aforementioned persons’ and entities’

attorneys, insurers, trustees, vendors, contractors, heirs, executors, administrators, successors, successor companies, parent companies, subsidiary companies, affiliated companies, divisions, trustees and representatives.

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

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

W. “Settlement Class Representatives”

“Settlement Class Representatives” means Sokol Gjonbalaj, Joseph Campbell, Jessica Cole, Karen Werner, Austin Barden, Mary Govan, Antonio Cabezas, Rick Hornick and Krzysztof Ziarno.

X. “Settlement Class Vehicles”

Settlement Class Vehicles means: (a) any model year 2018, 2019, 2020 and 2021 Volkswagen Atlas vehicle, (b) any model year 2020 and 2021 Volkswagen Atlas Cross Sport vehicle, (c) any model year 2015, 2016, 2017 and 2018 Volkswagen Golf and Volkswagen Golf GTI vehicle, (d) any model year 2015, 2016, 2017, 2018 and 2019 Volkswagen Golf SportWagen vehicle, (e) any model year 2017, 2018 and 2019 Volkswagen Golf Alltrack vehicle, (f) any model year 2018, 2019, 2020 and 2021 Volkswagen Tiguan vehicle, (g) any model year 2019, 2020 and 2021 Audi Q3 vehicle, (h) any model year 2019, 2020 and 2021 Audi Q8 vehicle, and (i) any model year 2019, 2020 and 2021 Audi e-tron vehicle, which was/were imported and distributed by Defendant Volkswagen Group of America, Inc. for sale or lease in the United States and Puerto Rico.

Y. “Sunroof”

“Sunroof” means the entire sunroof and sunroof assembly of a Settlement Class Vehicle including the sunroof itself, its assembly, its affixation, sealing and drainage related component parts, and all other component parts of the overall sunroof and sunroof system.

II. SETTLEMENT CONSIDERATION

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

A. Warranty Extension for Current Owners and Lessees of the following Settlement Class Vehicles: (a) model year 2018, 2019, 2020 and 2021 Volkswagen Atlas and Tiguan vehicles, (b) model year 2020 and 2021 Volkswagen Atlas Cross Sport vehicles, (c) model year 2016, 2017 and 2018 Volkswagen Golf and Volkswagen Golf GTI vehicles, (d) model year 2016, 2017, 2018 and 2019 Volkswagen Golf SportWagen vehicles, (e) model year 2017, 2018 and 2019 Volkswagen Golf Alltrack vehicles, and (f) model year 2019, 2020 and 2021 Audi Q3, Q8 and e-tron vehicles

Effective on the Notice Date, VWGoA will extend its New Vehicle Limited Warranties (“NVLWs”) applicable to these specific Settlement Class Vehicles, to cover a percentage of the cost of a Covered Repair (parts and labor), by an authorized Volkswagen (“VW”) dealer [if a VW Settlement Class Vehicle] or authorized Audi dealer [if an Audi Settlement Class Vehicle], during a period of up to seven (7) years or eighty thousand (80,000) miles (whichever occurs first) from the vehicle’s In-Service Date (hereinafter, the “Warranty Extension”). The percentage of coverage for the cost a Covered Repair under the Warranty Extension shall be pursuant to the coverage percentages set forth in Table I below. The Warranty Extension repair will include the Sunroof and all parts and labor necessary to effectuate such repair.

Table I: The following are the applicable percentages of coverage of the cost of a Covered Repair under the Warranty Extension of this Section II.A., and/or of the amount of reimbursement for a past paid Covered Repair under the Reimbursement provision of Section II. B. of this Agreement. These percentages* are based upon (i) the age and mileage of the vehicle at the time of said repair or replacement and (ii) the time/mileage durations of the particular Settlement Class Vehicle’s original NVLW):**

Time from In-Service Date	Up to 36,000 Miles	36,001 to 50,000 Miles	50,001-72,000 Miles	72,001-80,000 Miles
3 Years or Less	100% (All)	100% (6/72) 100% (4/50) 80% (3/36)	100% (6/72) 80% (4/50) 70% (3/36)	100% (6/72) 60% (4/50 and 3/36)
3-4 Years	100% (6/72) 100% (4/50) 85% (3/36)	100% (6/72) 100% (4/50) 75% (3/36)	100% (6/72) 85% (4/50) 70% (3/36)	100% (6/72) 55% (4/50 and 3/36)
4-5 Years	100% (6/72) 85% (4/50) 70% (3/36)	100% (6/72) 80% (4/50) 65% (3/36)	100% (6/72) 70% (4/50) 60% (3/36)	100% (6/72) 60% (4/50) 50% (3/36)
5-6 Years	100% (6/72) 75% (4/50) 65% (3/36)	100% (6/72) 70% (4/50) 60% (3/36)	100% (6/72) 65% (4/50) 55% (3/36)	100% (6/72) 60% (4/50) 45% (3/36)
6-7 Years	100% (6/72) 60% (4/50) 60% (3/36)	90% (6/72) 50% (4/50) 50% (3/36)	80% (6/72) 40% (4/50) 40% (3/36)	65% (6/72) 35% (4/50 and 3/36)

* The percentages of coverage in the chart are subject to the following exception: For any Settlement Class Vehicle for which the original NVLW time/mileage period has not expired at the time of the said Covered Repair, the percentage of coverage shall be 100%.

** The parenthetical references of “3/36”, “4/50” and “6/72” refer to the percentages of coverage, in each category, that apply to respective Settlement Class Vehicles whose original NVLW periods are 3 years or 36,000 miles (whichever occurred first) (referred to as “3/36”), 4 years or 50,000 miles (whichever occurred first) (referred to as “4/50”) and 6 years or 72,000 miles (whichever occurred first) (referred to as “6/72”) – each from the respective vehicles’ In-Service Dates.

The Warranty Extension is subject to the same terms, conditions and limitations set forth in the Settlement Class Vehicle’s original NVLW and Warranty Information Booklet, except for its extension of the time/mileage duration of the original NVLWs pertaining to what is covered under the Warranty Extension.

The Warranty Extension does not apply if the need for the Covered Repair resulted from abuse, misuse, alteration or modification, a collision or crash, vandalism and/or other impact, failure to properly or fully close the Sunroof, broken, cracked or damaged Sunroof glass or other

components, improper maintenance, and/or an outside source or factor including a prior repair performed by a non-dealer.

If the applicable Settlement Class Vehicle was, or as a result of the settlement, is currently, subject to a previously-released Service Action identified in Section II.C. below, then in order to be eligible for coverage under the Warranty Extension, the Settlement Class Member is required to have had the Service Action performed on said Settlement Class Vehicle prior to the occurrence of leakage or liquid ingress giving rise to the Covered Repair.

The warranty, as extended, is fully transferable to subsequent owners to the extent that its time or mileage limitation has not expired.

B. Reimbursement of Certain Out-of-Pocket Expenses Paid for a Covered Repair Prior to the Notice Date and Within 7 Years or 80,000 Miles (Whichever Occurred First) from the Vehicle's In-Service Date – Applicable to All Settlement Class Vehicles That Qualify

1. **Reimbursement**: If a Settlement Class Member paid out-of-pocket expense (that was not otherwise reimbursed) for the cost of a Covered Repair of a Settlement Class Vehicle prior to the Notice Date and within seven (7) years or eighty thousand (80,000) miles (whichever occurred first) from said vehicle's In-Service Date, then the Settlement Class Member may, within the Claim Period, mail to the Settlement Claim Administrator a Claim for Reimbursement (including all Proof of Repair Expense documentation) for a percentage of the paid invoice amount for said Covered Repair (parts and labor), limited to two (2) Covered Repairs per Settlement Class Vehicle during this period, with the percentage of reimbursement being pursuant to the same percentage limits of coverage set forth in Table I of Section II.A. above.

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

2. Limitations and Other Conditions:

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

b. Defendant shall not be responsible for, and shall not warrant, repair/replacement work performed at any service center or facility that is not an authorized VW or Audi dealer.

c. If, at the time of the past paid Covered Repair for which reimbursement is sought, the Settlement Class Vehicle was subject to a previously-released Service Action identified in Section II.C. below, then in order to qualify for reimbursement, the Settlement Class Member must submit, in addition to the Claim Form and Proof of Repair Expense, either (i) proof that the applicable Service Action was performed on the vehicle prior to the occurrence of leakage or liquid ingress that gave rise to the Covered Repair, or (ii) a signed Declaration attesting, under penalty of perjury, that the applicable Service Action was not performed prior to the Covered Repair because that Settlement Class Member was not notified of said Service Action prior to the Covered Repair, and VWGoA's records do not show otherwise. Proof that the applicable Service Action was performed shall take the form of an original or legible copy of an invoice, receipt, or similar record confirming said Service Action was performed on the Settlement Class Vehicle, the date that it was performed, the vehicle mileage, and the VW or Audi dealership that performed it.

d. A past paid Covered Repair shall not be eligible for, and shall be excluded from, reimbursement under this Agreement if the Covered Repair resulted from abuse, misuse, alteration or modification, a collision or crash, vandalism and/or other impact, failure to properly

or fully close the Sunroof, broken, cracked or damaged Sunroof glass or other components, improper maintenance, and/or an outside source or factor including a prior repair by a non-dealer.

e. If, within the Settlement Class Vehicle's original NVLW time and mileage period, the past paid Covered Repair for which reimbursement is sought was performed by a service entity or facility that is not an authorized VW or Audi dealer, then the Settlement Class Member must also submit, together with the other proof and submission requirements set forth in Section II.B.3., documentation (such as a written estimate or invoice), or if documents are not available after a good-faith effort to obtain them, a Declaration signed under penalty of perjury, confirming that the Settlement Class Member first attempted to have the Covered Repair performed by an authorized VW or Audi dealer, but the dealer declined or was unable to perform the repair free of charge pursuant to the NVLW.

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

a. In order to submit a valid and timely Claim for Reimbursement pursuant to Section II.B. of this Agreement, the Settlement Class Member must mail to the Settlement Claim Administrator, post-marked within the Claim Period (no later than 60-days after the Notice Date), a fully completed, signed and dated Claim Form, together with the required Proof of Repair Expense and any other proof set forth in Section II.B.

b. If the claimant is not a person to whom the Claim Form was addressed, and/or the vehicle with respect to which a Claim is made is not the vehicle identified by VIN number on the mailed 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.

c. 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.

C. Extension of Service Actions Applicable to Certain Settlement Class Vehicles

Effective on the Notice Date, VWGoA will extend the following previously-released Service Actions in the United States relating to certain free specified Sunroof related servicing, by authorized VW dealers, for current owners and lessees of certain Settlement Class Vehicles as specified below:

- Service Action 60E2 (Front Sunroof Drain Cleaning & Modification), applicable to some model year 2018 and 2019 Volkswagen Atlas and Atlas Cross Sport vehicles, will be extended for a period of six (6) months from the Notice Date; and
- Service Action 60E5 (Front Sunroof Drain Cleaning & Modification), applicable to some model year 2015, 2016, 2017, 2018 and 2019 Volkswagen Golf SportWagon vehicles, some model year 2016, 2017, 2018 and 2019 Volkswagen Golf Alltrack vehicles, and to some model year 2018 and 2019 Volkswagen Tiguan vehicles, will be extended for a period of six (6) months from the Notice Date.

D. Updated Sunroof Maintenance Recommendation and Schedule for the Volkswagen Settlement Class Vehicles

As of the Notice Date, VWGoA shall advise authorized VW dealers, and will advise the Settlement Class in the Class Notice, that the sunroof maintenance recommendation and schedule will be updated for the following VW Settlement Class Vehicles, as follows:

Involved Settlement Class Vehicles:

Model Year 2018 and 2019 Volkswagen Atlas

Model Year 2015, 2016, 2017 and 2018 Volkswagen Golf and Volkswagen Golf GTI

Model Year 2015, 2016, 2017, 2018 and 2019 Volkswagen Golf SportWagen

Model Year 2017, 2018 and 2019 Volkswagen Golf Alltrack

Model Year 2018 and 2019 Volkswagen Tiguan

Updated Maintenance Recommendation and Schedule:

Every 2 years or 20,000 miles (whichever comes first) – Check sunroof function, clean guide rails and lubricate with grease (if equipped), check water drainage (if equipped).

III. CLAIMS ADMINISTRATION

A. Costs of Administration and Notice

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

B. Claim Administration

1. Only timely Claims that are complete and 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 (100) days of the date of receipt of the completed Claim, or within one-hundred (100) days of the Effective Date, whichever is later. The reimbursement checks shall remain valid for

180 days. The Settlement Class Member may make one (1) request for reissuance of an expired un-negotiated check from the Claims Administrator within 225 days of its original issuance.

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

3. If the Claims Administrator initially determines that the Claim Form is incomplete, deficient or otherwise not fully completed, signed and/or dated, and/or that supporting documentation is missing, deficient, or otherwise incomplete, then the Claim Administrator will send the Settlement Class Member a letter or notice by regular mail advising of the deficiency(ies) in the Claim Form and/or the documentation. The Settlement Class Member will then have 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 untimeliness, not meeting the Settlement criteria for reimbursement, or for failure to timely cure any deficiencies or missing or incomplete information/documentation, the Claim Administrator will so notify the Settlement Class Member by sending a letter or notice of the denial by regular mail. Any Settlement Class Member whose claim is denied shall have 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 if it is not correct, and/or whether any disputed issues can amicably be resolved. The Claim Administrator will

thereafter advise the Settlement Class Member of the attorney review determination, which shall be binding and not appealable.

IV. NOTICE

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

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

1. On an agreed upon date with the Claim Administrator, but in no event more than one-hundred-twenty (120) days after entry of the Preliminary Approval Order, the Claim Administrator shall cause individual Class Notice, substantially in the form attached hereto as Exhibit 2, together with the Claim Form, substantially in the form attached hereto as Exhibit 1, to be mailed, by U.S. first class mail, to the current or last known addresses of all reasonably identifiable Settlement Class Members. 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 dissemination of the Class Notice.

2. For purposes of identifying Settlement Class Members, the Claim Administrator shall obtain from Polk/IHS Markit or an equivalent company (such as Experian) the names and current or last known addresses of Settlement Class Vehicle owners and lessees

that can reasonably be obtained, based upon the VINs of Settlement Class Vehicles to be provided by Defendant.

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

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

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

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

- (i) instructions on how to submit a Claim for Reimbursement by mail;
- (ii) instructions on how to contact the Claim Administrator, Class Counsel and Defense Counsel for assistance;

(iii) a copy of the Claim Form, Class Notice and this Settlement Agreement, the Preliminary Approval Order, the motion for Final Approval, the Class Counsel Fee and Expenses Application, and other pertinent orders and documents to be agreed upon by counsel for the Parties; and

(iv) the deadlines for any objections, requests for exclusion and mailing of claims, the date, time and location of the final fairness hearing, and any other relevant information agreed upon by counsel for the Parties.

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

8. Notification to Authorized VW and Audi dealers: Prior to the Notice Date, Defendant will advise authorized VW and Audi dealers of the Settlement's Extended Warranty, so that the Extended Warranty 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 authorized dealers of the Settlement's Extended Warranty.

V. RESPONSE TO NOTICE

A. Objection to Settlement

Any Settlement Class Member who intends to object to the fairness of this Settlement Agreement and/or to Class Counsel's Fee and Expense Application must, by the date specified in the Preliminary Approval Order, which date shall be approximately thirty (30) days after the Notice Date, either (i) file any such objection and all supporting papers and submissions with the Court either in person at the Clerk's Office of the United States District Court, Eastern District of New York located at 225 Cadman Plaza East, Brooklyn, New York 11201, or (ii) file such objection and all supporting papers and submissions via the Court's electronic filing system, or (iii) if not filed in person or via the Court's electronic system, then, within the said 30-day

deadline, mail the objection and all supporting papers and submissions to the Court at the United State Courthouse for the Eastern District of New York, 225 Cadman Plaza East, Brooklyn, New York 11201 and also serve by U.S. first-class mail copies of the objection and all supporting papers and submissions upon each of the following: Gregory F. Coleman, Milberg Coleman Bryson Phillips Grossman LLC, First Tennessee Plaza, 800 S. Gay Street, Suite 1100, Knoxville, TN 37929, on behalf of Plaintiffs, and Michael B. Gallub, Shook, Hardy & Bacon, L.L.P., 1 Rockefeller Plaza, 28th Floor, New York, New York 10020 on behalf of Defendant.

1. Any objecting Settlement Class Member must include with his or her objection:
 - (a) the objector's full name, address, and telephone number,
 - (b) the model, model year and Vehicle Identification Number of the Settlement Class Vehicle, along with proof that the objector has owned or leased the Settlement Class Vehicle (i.e., a true copy of a vehicle title, 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 which 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 objection Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, and the identity(ies) of any counsel who will appear on behalf of the Settlement Class Member objection at the Final Approval Hearing; and
 - (g) a list of all other objections submitted by the objector, or the objector's counsel, to any class action settlements in any court in the United States in the previous five (5)

years, including the full case name with jurisdiction in which it was filed and the docket number. 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, then he/she/it shall affirmatively so state in the objection.

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

3. Subject to the approval of the Court, any 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 to final approval of the proposed Settlement and/or to any motion for Class Counsel Fees and Expenses or incentive 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 any witnesses that the objecting Settlement Class Member (or the objecting Settlement Class Member's counsel) intends to present to the Court in connection with the Final Fairness Hearing. Any Settlement Class Member who does not provide a Notice of Intention to Appear in accordance with the deadline and other specifications set forth in the Class Notice, or who has not filed an objection that complies in full with the deadline and other requirements set forth in the Settlement Agreement and Class Notice, shall be deemed to have waived and relinquished any right to appear, in person or by counsel, at the Final Fairness Hearing.

B. Request for Exclusion from the Settlement

1. Any Settlement Class Member who wishes to be excluded from the Settlement Class must timely mail a request for exclusion (“Request for Exclusion”) to the Claim Administrator and to Class Counsel and Defense Counsel at the addresses specified in the Class Notice, by the deadline set forth below and specified in the Preliminary Approval Order. To be effective, the Request for Exclusion must be timely mailed to the specified addresses below and:

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

2. Any request for exclusion must be postmarked on or before the deadline set by the Court, which date shall be approximately thirty (30) days after the Notice Date, and mailed to each of the following by U.S. first-class mail: the Claims Administrator, at the address specified on the Class Notice, Gregory F. Coleman, Milberg Coleman Bryson Phillips Grossman LLC, First Tennessee Plaza, 800 S. Gay Street, Suite 1100, Knoxville, TN 37929, and Michael B. Gallub, Shook, Hardy & Bacon L.L.P., 1 Rockefeller Plaza, 28th Floor, New York, NY 10020. Any Settlement Class Member who fails to submit a timely and complete Request for Exclusion mailed to the proper addresses, shall be subject to and bound by this Settlement Agreement, the Release, and every order or judgment entered relating to this Settlement Agreement.

3. Class Counsel and Defense Counsel will review the purported Requests for Exclusion and determine whether they meet the requirements of a valid and timely Request for Exclusion. Any communications from Settlement Class Members (whether styled as an

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

VI. WITHDRAWAL FROM SETTLEMENT

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 shall be null and void, shall have no further force and effect with respect to any party in the Action, and shall not be offered in evidence or used in the Action or any other litigation or proceeding for any purpose, including the existence, certification or maintenance of any purported class. In the event of such withdrawal, this Settlement Agreement and all negotiations, proceedings, documents prepared and statements made in connection herewith shall be inadmissible as evidence and without

prejudice to the Defendant and Plaintiffs, and shall not be deemed or construed to be an admission or confession by any party of any fact, claim, matter or proposition of law, and shall not be used in any manner for any purpose, and all parties to the Action shall stand in the same position as if this Settlement Agreement had not been negotiated, made or filed with the Court. Upon withdrawal, either party may elect to move the Court to vacate any and all orders entered pursuant to the provisions of this Settlement Agreement.

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

VII. ADMINISTRATIVE OBLIGATIONS

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

B. Except as otherwise stated in this Agreement, all reasonable expenses incurred in administering this Settlement Agreement, including, without limitation, the cost of the Class Notice, and the cost 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 3.

B. Final Approval of Settlement

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

2. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. Such best efforts shall include taking all reasonable steps to secure entry of a Final Order and Judgment, as well as supporting the Settlement and the terms of this Settlement Agreement through any appeal.

C. Plaintiffs' Application for Class Counsel Reasonable Fees and Expenses 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 collectively 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 Two Million Eight Hundred and Fifty Thousand Dollars (\$2,850,000). Class Counsel may apply for such an award, up to that total combined sum, 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 sum of up to Two Million Eight Hundred and Fifty Thousand Dollars (\$2,850,000), 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 sum. 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.

The Parties also agree that Class Counsel may also apply to the Court for a reasonable Service Award of up to, but not exceeding, Five Thousand Dollars (\$5,000) for each of the following named Plaintiffs: Sokol Gjonbalaj, Joseph Campbell, Jessica Cole, Karen Werner, Austin Barden, Mary Govan, Antonio Cabezas, Rick Hornick and Krzysztof Ziarno, who are serving as 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 a Service Award of up to \$5,000 for each of the aforesaid Plaintiff-Settlement Class Representatives.

2. 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 Milberg Coleman Bryson Phillips Grossman 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 Milberg Coleman Bryson Phillips Grossman 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 and expenses in connection with the Action (including all other aforementioned actions previously filed), and Settlement Class Representative service awards, and Milberg Coleman Bryson Phillips Grossman LLC shall thereafter have sole responsibility to distribute the appropriate portions of said payment to the other Class Counsel as agreed among them and/or as directed by the Court, and to the Settlement Class Representatives.

3. The procedure for, and the grant, denial, allowance or disallowance by the Court of the Fee and Expense Application, are not part of the Settlement, and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the Settlement. Any order or proceedings relating solely to the Fee and Expense Application, or any appeal from any order related thereto or reversal or modification thereof, will not operate to terminate or cancel this Settlement Agreement, or affect or delay the Effective Date of the Settlement if it is granted final approval by the Court. Payment of Class Counsel Fees and Expenses and the Settlement Class 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 Class Counsel Fees and Expenses and Settlement Class Representative Service Awards.

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 Defendants and all 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 (including all other aforementioned actions previously filed) will be deemed dismissed with prejudice.

IX. MISCELLANEOUS PROVISIONS

A. Effect of Exhibits

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

B. No Admission of Liability

Neither the fact of, nor any provision contained in this Agreement, nor any action taken hereunder, shall constitute, or be construed as, any admission of the validity of any claim, allegation or fact alleged in the Action or of any wrongdoing, fault, violation of law or liability of any kind and nature on the part of Defendant and the Released Parties, or any admission by

Defendant and any Released Parties of any claim or allegation made in any action or proceeding against them. The Parties understand and agree that neither this Agreement, any documents prepared and/or filed in connection therewith, nor the negotiations that preceded it, shall be offered or be admissible in evidence against Defendant, the Released Parties, the Plaintiffs or the Settlement Class Members, or cited or referred to in the Action or any action or proceeding, except in an action or proceeding brought to enforce the terms of this Agreement.

C. Entire Agreement

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

D. Arm's-Length Negotiations and Good Faith

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

E. Continuing Jurisdiction

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

F. Binding Effect of Settlement Agreement

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

G. Extensions of Time

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

H. Service of Notice

Whenever, under the terms of this Agreement, a person is required to provide service or written notice to 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:

As to Plaintiffs:

Gregory F. Coleman
Mitchell M. Breit
Milberg Coleman Bryson Phillips Grossman LLC
First Tennessee Plaza
800 S. Gay Street, Suite 1100
Knoxville, TN 37929

As to Defendant:

Michael B. Gallub, Esq.
Homer B. Ramsey, Esq.
Shook, Hardy & Bacon L.L.P.
1 Rockefeller Plaza, 28th Floor
New York, NY 10020

I. Authority to Execute Settlement Agreement

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

J. Return of Confidential Materials

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

K. No Assignment

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

L. No Third-Party Beneficiaries

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

M. Construction

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

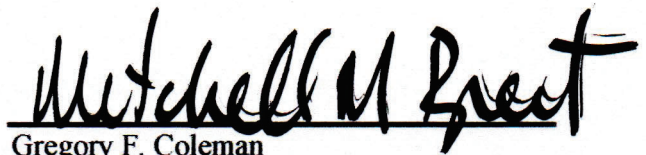
N. Captions

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

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

ON BEHALF OF PLAINTIFFS:

Dated: April __, 2023



Gregory F. Coleman
Mitchell M. Breit
**Milberg Coleman Bryson Phillips
Grossman LLC**
First Tennessee Plaza
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Knoxville, TN 37929
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ON BEHALF OF PLAINTIFFS:

Dated: April __, 2023

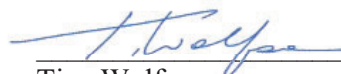
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jaybarnes@simmonsfirm.com

Dated: April 5, 2023

Sokol Gjonbalaj

Sokol Gjonbalaj

Dated: April __, 2023

Joseph Campbell

Dated: April __, 2023

Jessica Cole

Dated: April __, 2023

Karen Werner

Dated: April __, 2023

Austin Barden

Dated: April __, 2023

Mary Govan

Dated: April __, 2023

Antonio Cabezas

Dated: April __, 2023

Rick Hornick


Dated: March __, 2023

Krzysztof Ziarno

Dated: April __, 2023

Sokol Gjonbalaj

Dated: April 6, 2023



Joseph Campbell (Apr 6, 2023 20:50 EDT)

Dated: April __, 2023

Jessica Cole

Dated: April __, 2023

Karen Werner

Dated: April __, 2023

Austin Barden

Dated: April __, 2023

Mary Govan

Dated: April __, 2023

Antonio Cabezas

Dated: April __, 2023

Rick Hornick

Dated: March __, 2023

Krzysztof Ziarno

4/18/2023
Dated: April __, 2023

Sokol Gjonbalaj

Sokol Gjonbalaj

Dated: April __, 2023

Joseph Campbell

Dated: April __, 2023 4/11/2023

DocuSigned by:
Jessica Cole

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Jessica Cole

4/17/2023
Dated: April __, 2023

Karen Werner

Karen Werner

Dated: April __, 2023

Austin Barden

4/17/2023
Dated: April __, 2023

Mary Govan

Mary Govan

4/13/2023
Dated: April __, 2023

Cabezas 6817

Antonio Cabezas

4/13/2023
Dated: April __, 2023

Rick Hornick

Rick Hornick

Dated: March __, 2023

Krzysztof Ziarno

Dated: April __, 2023

Sokol Gjonbalaj

Dated: April __, 2023

Joseph Campbell

Dated: April __, 2023

Jessica Cole

Dated: April __, 2023

Karen Werner

Dated: April __, 2023



Austin Barden (Apr 7, 2023 11:02 PDT)

Austin Barden

Dated: April __, 2023

Mary Govan

Dated: April __, 2023

Antonio Cabezas

Dated: April __, 2023

Rick Hornick

Dated: March __, 2023

Krzysztof Ziarno

ON BEHALF OF DEFENDANT:

Dated: April __, 2023

Michael B. Gallub
Homer B. Ramsey
SHOOK, HARDY & BACON, L.L.P.
1 Rockefeller Plaza, 28th Floor
New York, New York 10020

EXHIBIT 2

VOLKSWAGEN CLASS NOTICE

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

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF NEW YORK

If you currently or previously owned or leased a vehicle listed below, you may be entitled to benefits afforded by a class action settlement. This notice is being mailed to you because you have been identified as owning or leasing such a vehicle.

- **This proposed class action, pending in the United States District Court for the Eastern District of New York, is entitled *Sokol Gjonbalaj, et al., v. Volkswagen Group of America, Inc., et al.*, Civil Action No. 2:19-cv-07165-BMC (the “Action” or “Lawsuit”). The parties have agreed to a class settlement of the Action and have asked the Court to approve the proposed Settlement. As a Settlement Class Member, you have various options that you may exercise before the Court decides whether to approve the Settlement.**
- **This Notice explains the Action, the proposed Settlement, your legal rights and options, available benefits, who is eligible for and how to obtain the benefits, and applicable dates, time deadlines and procedures.**
- **Your legal rights are affected whether you act or do not act. Read this Notice carefully.**
- **The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made only if the Court approves the Settlement and after appeals, if any, are resolved.**

BASIC INFORMATION

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

According to records, you have been identified as a current or past owner or lessee of a certain vehicle within the following models/model years, that was imported and distributed by Volkswagen Group of America, Inc. (“VWGoA”) in the United States or Puerto Rico (hereinafter, collectively, “Settlement Class Vehicles”):

Model Year 2018, 2019, 2020 and 2021 Volkswagen Atlas;
Model Year 2020 and 2021 Volkswagen Atlas Cross Sport;
Model Year 2015, 2016, 2017 and 2018 Volkswagen Golf or Volkswagen Golf GTI;
Model Year 2015, 2016, 2017, 2018 and 2019 Volkswagen Golf SportWagen;
Model Year 2017, 2018 and 2019 Volkswagen Golf Alltrack;
Model Year 2018, 2019, 2020 and 2021 Volkswagen Tiguan;

As a current or past owner or lessee of a Settlement Class Vehicle, you are considered a “Settlement Class Member.”

The Lawsuit claims that the sunroofs in the Settlement Class Vehicles may be susceptible to water leakage. Defendant has denied the claims, and maintains that the Settlement Class Vehicles’ sunroofs are properly designed and manufactured, not defective, function properly, and that no applicable warranties were breached or statutes violated. The Court has not decided in favor of either party. Instead, the Lawsuit has been resolved through a Settlement under which the benefits set forth below will be provided. The available benefits will vary depending on the year and model Settlement Class Vehicle that you own(ed) or lease(d), as discussed below:

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

I. Warranty Extension for Current Owners and Lessees of the following Settlement Class Vehicles: (a) model year 2018, 2019, 2020 and 2021 Volkswagen Atlas and Tiguan vehicles, (b) model year 2020 and 2021 Volkswagen Atlas Cross Sport vehicles, (c) model year 2016, 2017 and 2018 Volkswagen Golf and Volkswagen Golf GTI vehicles, (d) model year 2016, 2017, 2018 and 2019 Volkswagen Golf SportWagen vehicles, and (e) model year 2017, 2018 and 2019 Volkswagen Golf Alltrack vehicles.

Effective on _____, 2023 (the Notice Date), VWGoA will extend its New Vehicle Limited Warranties (“NVLWs”) applicable to these specific Settlement Class Vehicles’ sunroofs, to cover a percentage of the cost of a Covered Repair (parts and labor), by an authorized Volkswagen (“VW”) dealer, during a period of up to seven (7) years or eighty thousand (80,000) miles (whichever occurs first) from the vehicle’s In-Service Date. The percentage of coverage for the cost a Covered Repair under the Warranty Extension shall be pursuant to the coverage percentages set forth in Table I below. The Warranty Extension repair will include the Sunroof and all parts and labor necessary to effectuate such repair.

A Covered Repair is defined as repair or replacement (parts and labor) of (a) the Sunroof of a Settlement Class Vehicle to address a diagnosed condition of leakage and liquid ingress into the vehicle’s interior from the Sunroof while it was in the fully closed position with the sunroof glass not broken, cracked or otherwise damaged, and if applicable, (b) to address a diagnosed condition of liquid damage to a Settlement Class Vehicle’s interior seats, carpets/floor mats, interior ceiling, and failure of electrical components, directly caused by a diagnosed condition of leakage and liquid ingress into the vehicle’s interior from said vehicle’s Sunroof while it was in the fully closed position with the sunroof glass not broken, cracked or otherwise damaged.

Table I: The following are the applicable percentages of coverage of the cost of a Covered Repair under the Warranty Extension and/or of the amount of reimbursement for a past paid Covered Repair under the Reimbursement provision (Section 1.II. below). These percentages* are based upon (i) the age and mileage of the vehicle at the time of said repair or replacement and (ii) the time/mileage durations of the particular Settlement Class Vehicle’s original NVLW):**

Time from In-Service Date	Up to 36,000 Miles	36,001 to 50,000 Miles	50,001-72,000 Miles	72,001-80,000 Miles
3 Years or Less	100% (All)	100% (6/72) 100% (4/50) 80% (3/36)	100% (6/72) 80% (4/50) 70% (3/36)	100% (6/72) 60% (4/50 and 3/36)
3-4 Years	100% (6/72) 100% (4/50) 85% (3/36)	100% (6/72) 100% (4/50) 75% (3/36)	100% (6/72) 85% (4/50) 70% (3/36)	100% (6/72) 55% (4/50 and 3/36)
4-5 Years	100% (6/72) 85% (4/50) 70% (3/36)	100% (6/72) 80% (4/50) 65% (3/36)	100% (6/72) 70% (4/50) 60% (3/36)	100% (6/72) 60% (4/50) 50% (3/36)
5-6 Years	100% (6/72) 75% (4/50) 65% (3/36)	100% (6/72) 70% (4/50) 60% (3/36)	100% (6/72) 65% (4/50) 55% (3/36)	100% (6/72) 60% (4/50) 45% (3/36)
6-7 Years	100% (6/72) 60% (4/50) 60% (3/36)	90% (6/72) 50% (4/50) 50% (3/36)	80% (6/72) 40% (4/50) 40% (3/36)	65% (6/72) 35% (4/50 and 3/36)

* The percentages of coverage in the chart are subject to the following exception: If the Covered Repair occurs within a Settlement Class Vehicle’s original NVLW time/mileage period, then the percentage of coverage shall be 100%.

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

** The parenthetical references of “3/36”, “4/50” and “6/72” refer to the percentages of coverage, in each category, that apply to respective Settlement Class Vehicles whose original NVLW periods are 3 years or 36,000 miles (whichever occurred first) (referred to as “3/36”), 4 years or 50,000 miles (whichever occurred first) (referred to as “4/50”) and 6 years or 72,000 miles (whichever occurred first) (referred to as “6/72”) – each from the respective vehicles’ In-Service Dates.

The Warranty Extension is subject to the same terms, conditions and limitations set forth in the Settlement Class Vehicle’s original NVLW and Warranty Information Booklet, except for its extension of the time/mileage duration of the original NVLWs pertaining to what is covered under the Warranty Extension.

The Warranty Extension does not apply if the need for the Covered Repair resulted from abuse, misuse, alteration or modification, a collision or crash, vandalism and/or other impact, failure to properly or fully close the Sunroof, broken, cracked or damaged Sunroof glass or other components, improper maintenance, and/or an outside source or factor including a prior repair performed by a non-dealer.

If the applicable Settlement Class Vehicle was, or as a result of the settlement, is currently, subject to a previously-released Service Action identified in Section 1.IV. below, then in order to be eligible for coverage under the Warranty Extension, the Settlement Class Member is required to have had the Service Action performed on said Settlement Class Vehicle prior to the occurrence of leakage or liquid ingress giving rise to the Covered Repair.

The warranty, as extended, is fully transferable to subsequent owners to the extent that its time or mileage limitation has not expired.

II. Reimbursement of Certain Out-of-Pocket Expenses Paid for a Covered Repair Prior to the Notice Date and Within 7 Years or 80,000 Miles (Whichever Occurs First) from the Vehicle’s In-Service Date – Applicable to All Settlement Class Vehicles That Qualify

If a Settlement Class Member paid out-of-pocket expense (that was not otherwise reimbursed) for the cost of a Covered Repair of a Settlement Class Vehicle prior to _____, 2023 (the Notice Date) and within seven (7) years or eighty thousand (80,000) miles (whichever occurred first) from said vehicle’s In-Service Date, then the Settlement Class Member may, within the Claim Period, mail to the Settlement Claim Administrator a Claim for Reimbursement (including all Proof of Repair Expense documentation) for a percentage of the paid invoice amount for said Covered Repair (parts and labor), limited to two (2) Covered Repairs per Settlement Class Vehicle during this period, with the percentage of reimbursement being pursuant to the same percentage limits of coverage set forth in Table I above.

Reimbursement under this Section is subject to the Limitations, Conditions and Claim requirements which are set forth below and in the Settlement Agreement, which can be found on the Settlement website at www.XXXXXXXXXXXXXX.com.

III. Required Proof and Limitations

To qualify for reimbursement of past paid and unreimbursed out-of-pocket expenses as provided in Section 1.II. above, Settlement Class Members must timely comply with the following requirements:

A. Any Claim for Reimbursement must contain the required completed and signed Claim Form, a copy of which is enclosed with this Notice and also available at www.XXXXXXXXXXXXXX.com, together with Proof of Repair Expense, all required documentation and, if applicable, declaration(s), listed in the Claim Form.

B. The fully completed and signed Claim Form, together with all required documentation and declaration(s), must be mailed to the Settlement Claim Administrator by first class mail **post-marked no later than _____, 2023 (60 days after the Notice Date)**.

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

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

Member paid for the repair for which reimbursement is being sought under this Settlement.

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

E. If, at the time of the past paid Covered Repair for which reimbursement is sought, the Settlement Class Vehicle was subject to a previously-released Service Action identified in Section 1.IV. below, then in order to qualify for reimbursement, the Settlement Class Member must submit, in addition to the Claim Form and Proof of Repair Expense, either (i) proof that the applicable Service Action was performed on the vehicle prior to the occurrence of leakage or liquid ingress that gave rise to the Covered Repair, or (ii) a signed Declaration attesting, under penalty of perjury, that the applicable Service Action was not performed prior to the Covered Repair because that Settlement Class Member was not notified of said Service Action prior to the Covered Repair, and VWGoA's records do not show otherwise. Proof that the applicable Service Action was performed shall take the form of an original or legible copy of an invoice, receipt, or similar record confirming said Service Action was performed on the Settlement Class Vehicle, the date that it was performed, the vehicle mileage, and the VW dealership that performed it.

F. A past paid Covered Repair shall not be eligible for, and shall be excluded from, reimbursement if the Covered Repair resulted from abuse, misuse, alteration or modification, a collision or crash, vandalism and/or other impact, failure to properly or fully close the Sunroof, broken, cracked or damaged Sunroof glass or other components, improper maintenance, and/or an outside source or factor including a prior repair by a non-dealer.

G. If, within the Settlement Class Vehicle's original NVLW time and mileage period, the past paid Covered Repair for which reimbursement is sought was performed by a service entity or facility that is not an authorized VW dealer, then the Settlement Class Member must also submit, together with the other proof and submission requirements set forth in this Notice, documentation (such as a written estimate or invoice), or if documents are not available after a good-faith effort to obtain them, a Declaration signed under penalty of perjury, confirming that the Settlement Class Member first attempted to have the Covered Repair performed by an authorized VW dealer, but the dealer declined or was unable to perform the repair free of charge pursuant to the NVLW.

IV. Extension of Service Actions Applicable to Certain Settlement Class Vehicles

Effective on _____, 2023 (the Notice Date), VWGoA will extend the following previously-released Service Actions in the United States relating to certain free specified Sunroof related servicing, by authorized VW dealers, for current owners and lessees of certain Settlement Class Vehicles as specified below:

- Service Action 60E2 (Front Sunroof Drain Cleaning & Modification), applicable to some model year 2018 and 2019 Volkswagen Atlas and Atlas Cross Sport vehicles, will be extended until _____ (six (6) months from the Notice Date); and
- Service Action 60E5 (Front Sunroof Drain Cleaning & Modification), applicable to some model year 2015, 2016, 2017, 2018 and 2019 Volkswagen Golf SportWagon vehicles, some model year 2016, 2017, 2018 and 2019 Volkswagen Golf Alltrack vehicles, and to some model year 2018 and 2019 Volkswagen Tiguan vehicles, will be extended until _____ (six (6) months from the Notice Date).

V. Updated Sunroof Maintenance Recommendation and Schedule for the Volkswagen Settlement Class Vehicles

As part of the class settlement, VWGoA is also hereby providing, in this Notice, the following updated sunroof maintenance recommendations and schedule (which updates any prior sunroof maintenance recommendations and schedule contained in the following VW vehicles' Warranty and Maintenance Booklets):

Involved Settlement Class Vehicles:

Model Year 2018 and 2019 Volkswagen Atlas

Model Year 2015, 2016, 2017 and 2018 Volkswagen Golf and Volkswagen Golf GTI

Model Year 2015, 2016, 2017, 2018 and 2019 Volkswagen Golf SportWagen

Model Year 2017, 2018 and 2019 Volkswagen Golf Alltrack

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

Model Year 2018 and 2019 Volkswagen Tiguan

Updated Maintenance Recommendation and Schedule:

Every 2 years or 20,000 miles (whichever comes first) – Check sunroof function, clean guide rails and lubricate with grease (if equipped), check water drainage (if equipped).

2. Why is this a class action settlement?

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

The Court has not decided in favor of the Plaintiffs or Defendant. Instead, both sides agreed to a Settlement with no decision or admission of who is right or wrong. That way, all parties avoid the risks and cost of a trial, and the people affected (the Settlement Class Members) will receive benefits quickly. The Class Representatives and the attorneys believe the Settlement is best for the Settlement Class.

WHO IS PART OF THE SETTLEMENT?

3. Am I in this Settlement Class?

The Court has conditionally approved the following definition of a Settlement Class Member: All persons or entities who purchased or leased a Settlement Class Vehicle in the United States of America and Puerto Rico.

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

4. 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 get more information. Call the Settlement Claim Administrator at 1-XXX-XXX-XXXX or visit www.XXXXXXXXXXXXX.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 United States or Puerto Rico resident who purchased or leased a Settlement Class Vehicle can send in a timely Claim for Reimbursement if the Claim satisfies the parameters, criteria and proof required for reimbursement described in Section 1.

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

7. How and When do I send in a Claim for Reimbursement?

To submit a Claim for Reimbursement, you must do the following before the _____, 2023 deadline:

- A. Complete, sign under penalty of perjury, and date a Claim Form (there is one enclosed with this Class Notice, and you can also download one at www.XXXXXXXXXX.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 supporting documentation (i.e., repair record[s], receipts, proof of payment, etc.) by first-class mail to the Settlement Claim Administrator, at the address provided on the Claim Form, **post-marked no later than _____, 2023**. The information that must be reflected in your records is described on the Claim Form. It is recommended that you keep a copy of your records and receipts.

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

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

If the Settlement Claim Administrator determines your Claim is valid, your reimbursement will be mailed to you within one hundred (100) 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 _____, **2023 at ___(EDT)**, to decide whether to approve the Settlement as fair, reasonable, and adequate. Information about the progress of the case will be available at www.XXXXXXXXXX.com.

If the Claims 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 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-XXX-XXX-XXXX.

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 are staying in the Class, and that means that if the Court approves the settlement, 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 against the Released Parties 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, I.U, and VIII.D. of the Settlement Agreement, a copy of which is available for review on the settlement website, www.XXXXXXXXXX.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 mail a written Request for Exclusion, by the deadline 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; and specifically and unambiguously state your desire to be excluded from the Settlement Class. You must mail your Request for Exclusion by first-class mail, **post-marked no later than _____, 2023 [30 Days after Notice Date]**, to each of the following:

CLAIMS ADMINISTRATOR	CLASS COUNSEL	DEFENSE COUNSEL
JND Legal Administration	GREGORY F. COLEMAN, ESQ. MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN LLC FIRST TENNESSEAN PLAZA 800 S. GAY STREET, SUITE 1100 KNOXVILLE, TN 37929	MICHAEL B. GALLUB, ESQ. SHOOK HARDY & BACON LLP 1 ROCKEFELLER PLAZA 28 TH FLOOR NEW YORK, NY 10020

You cannot exclude yourself on the phone or by email. If you timely mail a Request for Exclusion with all required information, 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 Lawsuit.

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

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

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

No, if you exclude yourself from the Settlement Class, you won't 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 the law firms of Milberg Coleman Bryson Phillips Grossman LLC, Bryant Law Center PSC, Berger Montague PC, Ahdoot & Wolfson PC, and Simmons Hanly Conroy to represent the Settlement Class. Together, these law firms are called "Class Counsel."

14. Should I get my own lawyer?

You do not need to hire your own lawyer to participate in the Settlement because Class Counsel will be representing you and the Settlement Class. But, if you want your own lawyer, you may hire one at your own cost.

15. How will the lawyers be paid, and will the Plaintiff Settlement Class Representative receive an incentive 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 \$_____. 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. You won't have to pay these Fees and Expenses. Any Fees and Expenses awarded to Class Counsel will not affect your Settlement amount.

Class Counsel will also apply to the Court for service awards to the named Plaintiffs, Sokol Gjonbalaj, Joseph Campbell, Jessica Cole, Karen Werner, Austin Barden, Mary Govan, Antonio Cabezas, Rick Hornick and Krzysztof Ziarno, who have conditionally been approved as Settlement Class Representatives, in the amount of \$XXXX each 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 award, will be paid by Defendant and will not reduce any benefits available to you or the rest of the Settlement Class under the Settlement.

Class Counsel's motion for fees and expenses and Settlement Class Representative service awards will be filed by _____, 2023 [9 Days after Notice Date], and a copy will be made available for review at www.XXXXXXXXXXs.com.

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 submitting 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 Settlement. If the Court denies approval of the Settlement, no settlement payments will be sent out and the Lawsuit will continue. If that is what you want to happen, you must object on a timely basis. You are not required to submit anything to the Court unless you are objecting or wish to be excluded from the Settlement.

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

(a) Submit your written objection or comment, and any supporting papers or materials, to the Court. You may do so by filing them in person **no later than _____, 2023 [30 Days after the Notice Date]**, at the United States District Court for the Eastern District of New York, 225 Cadman Plaza East, Brooklyn, New York 11201, or by filing electronically via the Court’s electronic filing system; or

(b) If not filed in person or via the Court’s electronic filing system, by mailing the objection or comment, by first-class mail, **postmarked no later than _____, 2023 [30 Days after the Notice Date]**, to the Clerk of the Court, United States District Court for the Eastern District of New York, 225 Cadman Plaza East, Brooklyn, New York 11201, and to each of the following:

CLAIMS ADMINISTRATOR	CLASS COUNSEL	DEFENSE COUNSEL
JND Legal Administration	GREGORY F. COLEMAN, ESQ. MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN LLC FIRST TENNESSEAN PLAZA 800 S. GAY STREET, SUITE 1100 KNOXVILLE, TN 37929	MICHAEL B. GALLUB, ESQ. SHOOK HARDY & BACON LLP 1 ROCKEFELLER PLAZA 28 TH FLOOR NEW YORK, NY 10020

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 *Sokol Gjonbalaj, et al., v. Volkswagen Group of America, Inc., et al.*, United States District Court for the Eastern District of New York, Civil Action No. 2:19-cv-07165-BMC, and must include the following: your full name, current address and telephone number; the model, model year and VIN of your Settlement Class Vehicle, along with proof that you own(ed) or lease(d) the Settlement Class Vehicle (i.e., a true copy of a vehicle title, registration or license receipt); a written statement of all your factual and legal grounds for objecting; copies of any papers, briefs and/or other documents upon which the objection is based and which are pertinent to the objection; the name, address, and telephone number of any counsel representing you; a statement of whether the objecting Settlement Class Member intends to appear at the Final Fairness Hearing, and the identity of any counsel that will appear on behalf of the Settlement Class Member at the Final Fairness Hearing; and a list of all objections submitted by the objector or objector’s counsel to any class action settlement in any court in the United States in the previous five (5) years, including the full case name and the jurisdiction in which it was filed and the docket number.

Any objecting Settlement Class Member may appear, in person or by counsel, at the Final Fairness Hearing. The settlement website will indicate whether the Final Fairness Hearing will be held in person or remotely.

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

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 _____.m. (EDT) on _____, 2023, before the Honorable Brian M. Cogan, United States District Judge, United States Courthouse, 225 Cadman Plaza East, Brooklyn, NY 11201, to determine whether the Settlement should be finally approved. 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.

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 a timely objection, you do not have to come to Court to talk about it. You may also pay your own lawyer to attend, but that is not necessary in order for your objection to be considered by the Court.

20. May I speak at the Fairness Hearing?

If you do not exclude yourself, you may speak at the Final Fairness Hearing concerning the proposed Settlement or the application of Class Counsel for Fees and Expenses and Settlement Class Representative service awards. In order to appear at the Final Fairness Hearing, you must file a Notice of Intention to Appear at the Final Fairness Hearing **on or before** _____, 2023 [30 Days after Notice Date], including copies of any papers, exhibits or other evidence and any witnesses you intend to present at the Final Fairness Hearing, if any. If you do not file a Notice of Intention to Appear at the Final Fairness Hearing within that deadline, you will waive your right to appear at the hearing. The settlement website will indicate whether the Final Fairness Hearing will be held in person or remotely. You cannot speak at the Final 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 website at www.XXXXXXXXXX.com where you can find extra Claim Forms, a copy of the Settlement Agreement and other pertinent documents, and more information on this Lawsuit and Settlement. Updates regarding the Action, including important dates and deadlines, will also be available on the website. You may also call the Claims Administrator at 1-XXX-XXX-XXXX or email [info@XXXXXXXXXX.com].

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

AUDI CLASS NOTICE

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

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF NEW YORK

If you currently or previously owned or leased a vehicle listed below, you may be entitled to benefits afforded by a class action settlement. This notice is being mailed to you because you have been identified as owning or leasing such a vehicle.

- **This proposed class action, pending in the United States District Court for the Eastern District of New York, is entitled *Sokol Gjonbalaj, et al., v. Volkswagen Group of America, Inc., et al.*, Civil Action No. 2:19-cv-07165-BMC (the “Action” or “Lawsuit”). The parties have agreed to a class settlement of the Action and have asked the Court to approve the proposed Settlement. As a Settlement Class Member, you have various options that you may exercise before the Court decides whether to approve the Settlement.**
- **This Notice explains the Action, the proposed Settlement, your legal rights and options, available benefits, who is eligible for and how to obtain the benefits, and applicable dates, time deadlines and procedures.**
- **Your legal rights are affected whether you act or do not act. Read this Notice carefully.**
- **The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made only if the Court approves the Settlement and after appeals, if any, are resolved.**

BASIC INFORMATION

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

According to records, you have been identified as a current or past owner or lessee of a certain vehicle within the following models/model years, that was imported and distributed by Volkswagen Group of America, Inc. (“VWGoA”) in the United States or Puerto Rico (hereinafter, collectively, “Settlement Class Vehicles”):

- Model Year 2019, 2020 or 2021 Audi Q3;
- Model Year 2019, 2020 or 2021 Audi Q8; or
- Model Year 2019, 2020 or 2021 Audi e-tron;

As a current or past owner or lessee of a Settlement Class Vehicle, you are considered a “Settlement Class Member.”

The Lawsuit claims that the sunroofs in the Settlement Class Vehicles may be susceptible to water leakage. Defendant has denied the claims, and maintains that the Settlement Class Vehicles’ sunroofs are properly designed and manufactured, not defective, function properly, and that no applicable warranties were breached or statutes violated. The Court has not decided in favor of either party. Instead, the Lawsuit has been resolved through a Settlement under which the benefits set forth below will be provided. The available benefits will vary depending on the year and model Settlement Class Vehicle that you own(ed) or lease(d), as discussed below:

I. Warranty Extension for Current Owners and Lessees of Model Year 2019, 2020 and 2021 Audi Q3, Q8 and e-tron vehicles.

Effective on _____, 2023 (the Notice Date), VWGoA will extend its New Vehicle Limited Warranties (“NVLWs”) applicable to these specific Settlement Class Vehicles’ sunroofs, to cover a percentage of the cost of a Covered Repair (parts and labor), by an authorized Audi dealer, during a period of up to seven (7) years or eighty thousand (80,000) miles (whichever occurs first) from the vehicle’s In-Service Date. The percentage of coverage for the cost a Covered Repair under the Warranty Extension shall be pursuant to the coverage percentages set forth in Table I below. The Warranty Extension repair will include the Sunroof and all parts and labor necessary to effectuate such repair.

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

A Covered Repair is defined as repair or replacement (parts and labor) of (a) the Sunroof of a Settlement Class Vehicle to address a diagnosed condition of leakage and liquid ingress into the vehicle’s interior from the Sunroof while it was in the fully closed position with the sunroof glass not broken, cracked or otherwise damaged, and if applicable, (b) to address a diagnosed condition of liquid damage to a Settlement Class Vehicle’s interior seats, carpets/floor mats, interior ceiling, and failure of electrical components, directly caused by a diagnosed condition of leakage and liquid ingress into the vehicle’s interior from said vehicle’s Sunroof while it was in the fully closed position with the sunroof glass not broken, cracked or otherwise damaged.

Table I: The following are the applicable percentages of coverage of the cost of a Covered Repair under the Warranty Extension and/or of the amount of reimbursement for a past paid Covered Repair under the Reimbursement provision (Section 1.II. below). These percentages* are based upon (i) the age and mileage of the vehicle at the time of said repair or replacement and (ii) the time/mileage durations of the particular Settlement Class Vehicle’s original NVLW):**

Time from In-Service Date	Up to 36,000 Miles	36,001 to 50,000 Miles	50,001-72,000 Miles	72,001-80,000 Miles
3 Years or Less	100%	100%	80%	60%
3-4 Years	100%	100%	85%	55%
4-5 Years	85%	80%	70%	60%
5-6 Years	75%	70%	65%	60%
6-7 Years	60%	50%	40%	35%

* The percentages of coverage in the chart are subject to the following exception: If the Covered Repair occurs within a Settlement Class Vehicle’s original NVLW time/mileage period, then the percentage of coverage shall be 100%.

The Warranty Extension is subject to the same terms, conditions and limitations set forth in the Settlement Class Vehicle’s original NVLW and Warranty Information Booklet, except for its extension of the time/mileage duration of the original NVLWs pertaining to what is covered under the Warranty Extension.

The Warranty Extension does not apply if the need for the Covered Repair resulted from abuse, misuse, alteration or modification, a collision or crash, vandalism and/or other impact, failure to properly or fully close the Sunroof, broken, cracked or damaged Sunroof glass or other components, improper maintenance, and/or an outside source or factor including a prior repair performed by a non-dealer.

The warranty, as extended, is fully transferable to subsequent owners to the extent that its time or mileage limitation has not expired.

II. Reimbursement of Certain Out-of-Pocket Expenses Paid for a Covered Repair Prior to the Notice Date and Within 7 Years or 80,000 Miles (Whichever Occurs First) from the Vehicle's In-Service Date – Applicable to All Settlement Class Vehicles That Qualify

If a Settlement Class Member paid out-of-pocket expense (that was not otherwise reimbursed) for the cost of a Covered Repair of a Settlement Class Vehicle prior to _____, 2023 (the Notice Date) and within seven (7) years or eighty thousand (80,000) miles (whichever occurred first) from said vehicle's In-Service Date, then the Settlement Class Member may, within the Claim Period, mail to the Settlement Claim Administrator a Claim for Reimbursement (including all Proof of Repair Expense documentation) for a percentage of the paid invoice amount for said Covered Repair (parts and labor), limited to two (2) Covered Repairs per Settlement Class Vehicle during this period, with the percentage of reimbursement being pursuant to the same percentage limits of coverage set forth in Table I above.

Reimbursement under this Section is subject to the Limitations, Conditions and Claim requirements which are set forth below and in the Settlement Agreement, which can be found on the Settlement website at www.XXXXXXXXXXXXXX.com.

III. Required Proof and Limitations

To qualify for reimbursement of past paid and unreimbursed out-of-pocket expenses as provided in Section 1.II. above, Settlement Class Members must timely comply with the following requirements:

A. Any Claim for Reimbursement must contain the required completed and signed Claim Form, a copy of which is enclosed with this Notice and also available at www.XXXXXXXXXXXXXX.com, together with Proof of Repair Expense, all required documentation and, if applicable, declaration(s), listed in the Claim Form.

B. The fully completed and signed Claim Form, together with all required documentation and declaration(s), must be mailed to the Settlement Claim Administrator by first class mail **post-marked no later than _____, 2023 (60 days after the Notice Date)**.

C. If the claimant is not a person to whom the Claim Form was addressed, and/or the vehicle with respect to which a Claim is made is not the vehicle identified by VIN number on the mailed Claim Form, the Claim shall contain proof that the claimant is a Settlement Class Member, that the vehicle is a Settlement Class Vehicle, and that the Settlement Class Member paid for the repair for which reimbursement is being sought under this Settlement.

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

E. A past paid Covered Repair shall not be eligible for, and shall be excluded from, reimbursement if the Covered Repair resulted from abuse, misuse, alteration or modification, a collision or crash, vandalism and/or other impact, failure to properly or fully close the Sunroof, broken, cracked or damaged Sunroof glass or other components, improper maintenance, and/or an outside source or factor including a prior repair by a non-dealer.

F. If, within the Settlement Class Vehicle's original NVLW time and mileage period, the past paid Covered Repair for which reimbursement is sought was performed by a service entity or facility that is not an authorized Audi dealer, then the Settlement Class Member must also submit, together with the other proof and submission requirements set forth in this Notice, documentation (such as a written estimate or invoice), or if documents are not available after a good-faith effort to obtain them, a Declaration signed under penalty of perjury, confirming that the Settlement Class Member first attempted to have the Covered Repair performed by an authorized Audi dealer, but the dealer declined or was unable to perform the repair free of charge pursuant to the NVLW.

2. Why is this a class action settlement?

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

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

court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Class. The Court has not decided in favor of the Plaintiffs or Defendant. Instead, both sides agreed to a Settlement with no decision or admission of who is right or wrong. That way, all parties avoid the risks and cost of a trial, and the people affected (the Settlement Class Members) will receive benefits quickly. The Class Representatives and the attorneys believe the Settlement is best for the Settlement Class.

WHO IS PART OF THE SETTLEMENT?

3. Am I in this Settlement Class?

The Court has conditionally approved the following definition of a Settlement Class Member: All persons or entities who purchased or leased a Settlement Class Vehicle in the United States of America and Puerto Rico.

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

4. 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 get more information. Call the Settlement Claim Administrator at 1-XXX-XXX-XXXX or visit www.XXXXXXXXXXX.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 United States or Puerto Rico resident who purchased or leased a Settlement Class Vehicle can send in a timely Claim for Reimbursement if the Claim satisfies the parameters, criteria and proof required for reimbursement described in Section 1.

7. How and When do I send in a Claim for Reimbursement?

To submit a Claim for Reimbursement, you must do the following before the _____, 2023 deadline:

- A. Complete, sign under penalty of perjury, and date a Claim Form (there is one enclosed with this Class Notice, and you can also download one at www.XXXXXXXXXXX.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 supporting documentation (i.e., repair record[s], receipts, proof of payment, etc.) by first-class mail to the Settlement Claim Administrator, at the address provided on the Claim Form, **post-marked no later than _____, 2023**. The information that must be reflected in your records is described on the Claim Form. It is recommended that you keep a copy of your records and receipts.

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

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

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

If the Settlement Claim Administrator determines your Claim is valid, your reimbursement will be mailed to you within one hundred (100) 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 _____, 2023 at ___(EDT), to decide whether to approve the Settlement as fair, reasonable, and adequate. Information about the progress of the case will be available at www.XXXXXXXXXXX.com.

If the Claims 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 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-XXX-XXX-XXXX.

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 are staying in the Class, and that means that if the Court approves the settlement, 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 against the Released Parties 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, I.U, and VIII.D. of the Settlement Agreement, a copy of which is available for review on the settlement website, www.XXXXXXXXXXX.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 mail a written Request for Exclusion, by the deadline 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; and specifically and unambiguously state your desire to be excluded from the Settlement Class. You must mail your Request for Exclusion by first-class mail, **post-marked no later than _____, 2023 [30 Days after Notice Date]**, to each of the following:

CLAIMS ADMINISTRATOR	CLASS COUNSEL	DEFENSE COUNSEL
JND Legal Administration	GREGORY F. COLEMAN, ESQ. MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN LLC FIRST TENNESSEAN PLAZA 800 S. GAY STREET, SUITE 1100 KNOXVILLE, TN 37929	MICHAEL B. GALLUB, ESQ. SHOOK HARDY & BACON LLP 1 ROCKEFELLER PLAZA 28 TH FLOOR NEW YORK, NY 10020

You cannot exclude yourself on the phone or by email. If you timely mail a Request for Exclusion with all required information, 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 Lawsuit.

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

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

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

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

No, if you exclude yourself from the Settlement Class, you won't 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 the law firms of Milberg Coleman Bryson Phillips Grossman LLC, Bryant Law Center PSC, Berger Montague PC, Ahdoot & Wolfson PC, and Simmons Hanly Conroy to represent the Settlement Class. Together, these law firms are called "Class Counsel."

14. Should I get my own lawyer?

You do not need to hire your own lawyer to participate in the Settlement because Class Counsel will be representing you and the Settlement Class. But, if you want your own lawyer, you may hire one at your own cost.

15. How will the lawyers be paid, and will the Plaintiff Settlement Class Representative receive an incentive 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 \$ _____. 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. You won't have to pay these Fees and Expenses. Any Fees and Expenses awarded to Class Counsel will not affect your Settlement amount.

Class Counsel will also apply to the Court for service awards to the named Plaintiffs, Sokol Gjonbalaj, Joseph Campbell, Jessica Cole, Karen Werner, Austin Barden, Mary Govan, Antonio Cabezas, Rick Hornick and Krzysztof Ziarno, who have conditionally been approved as Settlement Class Representatives, in the amount of \$XXXXX each 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 award, will be paid by Defendant and will not reduce any benefits available to you or the rest of the Settlement Class under the Settlement.

Class Counsel's motion for fees and expenses and Settlement Class Representative service awards will be filed by _____, 2023 [9 Days after Notice Date], and a copy will be made available for review at www.XXXXXXXXXXs.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 submitting 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 Settlement. If the Court denies approval of the Settlement, no settlement payments will be sent out and the Lawsuit will continue. If that is what you want to happen, you must object on a timely basis. You are not required to submit anything to the Court unless you are objecting or wish to be excluded from the Settlement.

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

- (a) Submit your written objection or comment, and any supporting papers or materials, to the Court. You may do so by filing them in person **no later than _____, 2023 [30 Days after the Notice Date]**, at the United States District Court for the Eastern District of New York, 225 Cadman Plaza East, Brooklyn, New York 11201, or by filing electronically via the Court's electronic filing system; or

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

(b) If not filed in person or via the Court’s electronic filing system, by mailing the objection or comment, by first-class mail, **postmarked no later than _____, 2023 [30 Days after the Notice Date]**, to the Clerk of the Court, United States District Court for the Eastern District of New York, 225 Cadman Plaza East, Brooklyn, New York 11201, and to each of the following:

CLAIMS ADMINISTRATOR	CLASS COUNSEL	DEFENSE COUNSEL
JND Legal Administration	GREGORY F. COLEMAN, ESQ. MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN LLC FIRST TENNESSEAN PLAZA 800 S. GAY STREET, SUITE 1100 KNOXVILLE, TN 37929	MICHAEL B. GALLUB, ESQ. SHOOK HARDY & BACON LLP 1 ROCKEFELLER PLAZA 28 TH FLOOR NEW YORK, NY 10020

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 *Sokol Gjonbalaj, et al., v. Volkswagen Group of America, Inc., et al.*, United States District Court for the Eastern District of New York, Civil Action No. 2:19-cv-07165-BMC, and must include the following: your full name, current address and telephone number; the model, model year and VIN of your Settlement Class Vehicle, along with proof that you own(ed) or lease(d) the Settlement Class Vehicle (i.e., a true copy of a vehicle title, registration or license receipt); a written statement of all your factual and legal grounds for objecting; copies of any papers, briefs and/or other documents upon which the objection is based and which are pertinent to the objection; the name, address, and telephone number of any counsel representing you; a statement of whether the objecting Settlement Class Member intends to appear at the Final Fairness Hearing, and the identity of any counsel that will appear on behalf of the Settlement Class Member at the Final Fairness Hearing; and a list of all objections submitted by the objector or objector’s counsel to any class action settlement in any court in the United States in the previous five (5) years, including the full case name and the jurisdiction in which it was filed and the docket number.

Any objecting Settlement Class Member may appear, in person or by counsel, at the Final Fairness Hearing. The settlement website will indicate whether the Final Fairness Hearing will be held in person or remotely.

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

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 _____.m. (EDT) on _____, 2023, before the Honorable Brian M. Cogan, United States District Judge, United States Courthouse, 225 Cadman Plaza East, Brooklyn, NY 11201, to determine whether the Settlement should be finally approved. 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.

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 a timely objection, you do not have to come to Court to talk about it. You may also pay your own lawyer to attend, but that is not necessary in order for your objection to be considered by the Court.

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

20. May I speak at the Fairness Hearing?

If you do not exclude yourself, you may speak at the Final Fairness Hearing concerning the proposed Settlement or the application of Class Counsel for Fees and Expenses and Settlement Class Representative service awards. In order to appear at the Final Fairness Hearing, you must file a Notice of Intention to Appear at the Final Fairness Hearing **on or before _____, 2023 [30 Days after Notice Date]**, including copies of any papers, exhibits or other evidence and any witnesses you intend to present at the Final Fairness Hearing, if any. If you do not file a Notice of Intention to Appear at the Final Fairness Hearing within that deadline, you will waive your right to appear at the hearing. The settlement website will indicate whether the Final Fairness Hearing will be held in person or remotely. You cannot speak at the Final 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 website at www.XXXXXXXXXX.com where you can find extra Claim Forms, a copy of the Settlement Agreement and other pertinent documents, and more information on this Lawsuit and Settlement. Updates regarding the Action, including important dates and deadlines, will also be available on the website. You may also call the Claims Administrator at 1-XXX-XXX-XXXX or email [info@XXXXXXXXXX.com].

EXHIBIT 3

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

SOKOL GJONBALAJ, JOSEPH
CAMPBELL, JESSICA COLE, KAREN
WERNER, AUSTIN BARDEN, MARY
GOVAN, ANTONIO CABEZAS, RICK
HORNICK, LISA and STEVEN
DELPRETE, and KRZYSZTOF ZIARNO,
individually, and on behalf of all others
similarly situated,

Plaintiffs,

v.

VOLKSWAGEN GROUP OF AMERICA,
INC., a New Jersey corporation, and
VOLKSWAGEN AG, a foreign
corporation,

Defendants.

2:19-cv-07165-BMC

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

WHEREAS, pursuant to Fed. R. Civ. P. (“Rule”) 23(a), 23(b)(3), and 23(e), the parties seek entry of an order, *inter alia*, preliminarily approving the class Settlement of this Action (“Settlement”) pursuant to the terms and provisions of the Settlement Agreement dated April __, 2023, with attached exhibits (“Settlement Agreement”); preliminarily certifying the Settlement Class for settlement purposes only; directing Notice to the Settlement Class pursuant to the parties’ proposed Notice Plan; preliminarily appointing the Settlement Class Representatives, Settlement Class Counsel and the Claims Administrator; directing the timing and procedures for any objections to, and requests for exclusion from, the Settlement; setting forth other procedures, filings and deadlines; and scheduling the Final Fairness Hearing; and

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

NOW, IT IS HEREBY ORDERED THAT:

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

2. The Court grants preliminary approval of the Settlement Agreement and its terms and conditions as fair, reasonable and adequate under, and satisfying in all respects the requirements of, Fed. R. Civ. P. 23 (hereinafter, "Rule 23").

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, (a) any model year 2018, 2019, 2020 and 2021 Volkswagen Atlas vehicle, (b) any model year 2020 and 2021 Volkswagen Atlas Cross Sport vehicle, (c) any model year 2015, 2016, 2017 and 2018 Volkswagen Golf and Volkswagen Golf GTI vehicle, (d) any model year 2015, 2016, 2017, 2018 and 2019 Volkswagen Golf SportWagen vehicle, (e) any model year 2017, 2018 and 2019 Volkswagen Golf Alltrack vehicle, (f) any model year 2018, 2019, 2020 and 2021 Volkswagen Tiguan vehicle, (g) any model year 2019, 2020 and 2021 Audi Q3 vehicle, (h) any model year 2019, 2020 and 2021 Audi Q8 vehicle, and (i) any model year 2019, 2020 and 2021 Audi e-tron vehicle, that was/were imported and distributed by Volkswagen Group of America, Inc. for sale or lease in the United States or Puerto Rico (hereinafter, the "Settlement Class").

Excluded from the Settlement Class are: (a) all Judges who have presided over the Action and their spouses; (b) all current employees, officers, directors, agents and representatives of Defendants, and their family members; (c) any affiliate, parent or subsidiary of Defendants and any entity in which Defendants have a controlling interest; (d) anyone acting as a used car dealer; (e) anyone who purchased a Settlement Class Vehicle for the purpose of commercial resale; (f) anyone who purchased a Settlement Class Vehicle with salvaged title and/or any insurance company who acquired a Settlement Class Vehicle as a result of a total loss; (g) any insurer of a

Settlement Class Vehicle; (i) issuers of extended vehicle warranties and service contracts; (i) any Settlement Class Member who, prior to the date of the Settlement Agreement, settled with and released any Defendant or Released Party from any Released Claims; and (j) any Settlement Class Member who files a timely and proper Request for Exclusion from the Settlement Class.

4. The Court preliminarily appoints the law firms of Milberg Coleman Bryson Phillips Grossman LLC, Bryant Law Center PSC, Berger Montague PC, Ahdoot & Wolfson PC and Simmons Hanly Conroy, collectively, as Class Counsel for the Settlement Class (hereinafter, “Class Counsel” or “Settlement Class Counsel”).

5. The Court preliminarily appoints Plaintiffs Sokol Gjonbalaj, Joseph Campbell, Jessica Cole, Karen Werner, Austin Barden, Mary Govan, Antonio Cabezas, Rick Hornick and Krzysztof Ziarno as Settlement Class Representatives (hereinafter, “Settlement Class Representatives”).

6. The Court preliminarily appoints JND Legal Administration as the Settlement Claim Administrator (hereinafter, “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 any individual questions; (c) the claims of the Settlement Class Representatives are typical of the claims of the Settlement Class; (d) the Settlement Class Representatives and Settlement Class Counsel have and will continue to fairly and adequately represent and protect the interests of the Settlement Class; and (e) a class action is superior to all other available methods for the fair and efficient adjudication of the controversy.

8. In addition, the Court preliminarily finds that certification of the Settlement Class is appropriate when balanced against the risks and delays of further litigation. The proceedings that occurred before the Parties entered into the Settlement Agreement were sufficient to afford counsel for both sides the opportunity to adequately assess the facts, claims and defenses in the

Action, the respective positions, strengths, weaknesses, risks and benefits to each Party of further litigation, and as such, to negotiate a Settlement Agreement that is fair, reasonable and adequate and reflects those considerations.

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

10. The Court approves the form and content of the Settlement Class Notice (Exhibit 2 to the Settlement Agreement). The Court further finds that the mailing of the Settlement Class Notice, in the manner set forth in the Settlement Agreement, as well as the establishment of a settlement website, (the "Notice Plan"), satisfies Rule 23, due process, and constitutes the best notice practicable under the circumstances. The Notice Plan is reasonably calculated to apprise the Settlement Class of the pendency of the Action, the certification of the Settlement Class for settlement purposes only, the terms of the Settlement, its benefits and the Release of Claims, the Settlement Class Members' rights including the right to, and the deadlines and procedures for, requesting exclusion from the Settlement or objecting to the Settlement, the deadline, procedures and requirements for submitting a Claim for Reimbursement pursuant to the Settlement terms, Class Counsel's request for reasonable attorneys' fees and expenses and Settlement Class Representative service awards, the time, place, and right to appear at the Final Fairness hearing, and other pertinent information about the Settlement and the Settlement Class Members' rights. The Court authorizes the Parties to make non-material modifications to the Settlement Class Notice prior to mailing if they jointly agree that any such changes are appropriate.

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

12. The Claim Administrator is directed to perform all settlement administration duties set forth in, and pursuant to the terms and time periods of, the Settlement Agreement, including mailing of the CAFA Notice, implementing and maintaining the Settlement website, disseminating the Class Notice pursuant to the Notice Plan, the processing and review of timely

submitted and proper Claims for Reimbursement under the Settlement terms, and the submission of any declarations and other materials to counsel and the Court, as well as any other duties required under the Settlement Agreement.

13. The Departments of Motor Vehicles within the United States and its territories are ordered to provide approval to Experian, Polk/IHS Markit, or any other company so retained by the parties and/or the Claim Administrator, to release the names and addresses of Settlement Class Members in the Action associated with the titles of the Vehicle Identification Numbers at issue in the Action for the purposes of disseminating the Settlement Class Notice to the Settlement Class Members. Experian, Polk/IHS Markit, or any other company so retained by the parties is ordered to license, pursuant to agreement between it and Defendant and/or the Claim Administrator, 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) Gregory F. Coleman, Milberg Coleman Bryson Phillips Grossman LLC, First Tennessee Plaza, 800 S. Gay Street, Suite 1100, Knoxville TN 37929 on behalf of Class Counsel; and (c) Michael B. Gallub, Esq., Shook, Hardy & Bacon, L.L.P., 1 Rockefeller Plaza, 28th Floor, New York, New York 10020 on behalf of Defendant. To be effective, the Request for Exclusion must:

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

15. Any Settlement Class Member who fails to timely mail to the proper addresses a properly completed Request for Exclusion, containing the information required above, 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, and all terms and conditions of the Settlement Agreement including but not limited to the Released Claims against Defendant and the Released Parties.

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 Class Counsel Fees and Expenses and/or Settlement Class Representative service awards if the following requirements are satisfied:

- 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 no later than thirty (30) days after the Notice Date; or (ii) mail, via first-class mail postmarked no later than thirty (30) days after the Notice Date, the objection, together with any supporting briefs and/or documents, to each of the following: the Clerk's Office of the United States District Court, Eastern District of New York, 225 Cadman Plaza East, Brooklyn, New York 11201; Gregory F. Coleman, Milberg Coleman Bryson Phillips Grossman LLC, First Tennessee Plaza, 800 S. Gay Street, Suite 1100, Knoxville TN 37929 on behalf of Class Counsel; and Michael B. Gallub, Shook, Hardy & Bacon, L.L.P., 1 Rockefeller Plaza, 28th Floor, New York, New York 10020 on behalf of Defendant.
- b. Any objecting Settlement Class Member must include the following with his/her/their/its objection: (i) the objector's full name, address, and telephone number; (ii) the model, model year and Vehicle Identification Number of the Settlement Class Vehicle, along with proof that the objector has owned or leased the Settlement Class Vehicle (i.e., a true copy of a vehicle title, registration, or

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

- c. Subject to the approval of the Court, any Settlement Class Member who has not requested to be excluded from the Settlement may appear, in person or by counsel, at the Final Fairness Hearing to voice his/her/their/its support of final approval of the Settlement or of any timely and proper objection to the Settlement and/or Class Counsel's requested Fees and Expenses or Settlement Class Representative service awards. In order to appear, any Settlement Class Member must, no later than the objection deadline, file with the Clerk of the Court and serve upon all counsel designated in the Class Notice, a Notice of Intention to Appear at the Final Fairness Hearing. The Notice of Intention to Appear must include copies of any papers, exhibits or other evidence and the identity of all witnesses that the Settlement Class Member (or the Settlement Class Member's counsel) intends to present to the Court in connection with the Final Fairness

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

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

17. 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 and status 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 any Defendant, Released Parties or Plaintiffs on any allegation, claim, defense, or point of fact or law in connection with this Action;
- d. Neither the Settlement terms nor any publicly disseminated information regarding the Settlement, including, without limitation, the Class Notice, court filings, orders and public statements, may be used as evidence in this or any other proceeding, judicial or otherwise; and

- e. The preliminary certification of the Settlement Class pursuant to this Order shall be vacated automatically, and the Action shall proceed as though the Settlement Class had never been preliminarily approved.

18. 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 in any court or tribunal (judicial, administrative or otherwise) against Defendant and/or any of the Released Parties, 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.

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

20. Based on the foregoing, the Court sets the following schedule, below, 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, and Settlement Class Members should check the Settlement website regularly for updates and further details regarding this Settlement:

Event	Deadline Pursuant to Settlement Agreement
Notice shall be mailed in accordance with the Notice Plan and this Order	_____ [120-days after issuance of Preliminary Approval Order]
Deadline for Filing Class Counsel’s Fee and Expense Application and request for service awards for	_____ [129-days after issuance of Preliminary Approval Order; 9-days after the Notice Date]

Plaintiffs-Settlement Class Representatives.	
Deadline for Filing or Mailing any Objections to the Settlement, Class Counsel's Proposed Fees and Expenses, and/or the proposed Settlement Class Representative service awards	_____ [150-days after issuance of Preliminary Approval Order; 30-days after the Notice Date]
Deadline for Mailing any Requests for Exclusion from the Settlement	_____ [150-days after issuance of Preliminary Approval Order; 30-days after the Notice Date]
Claim Administrator shall submit a declaration to the Court (i) reporting the names of all persons and entities that submitted timely Requests for Exclusion; and (ii) attesting that Notice was disseminated in accordance with the Settlement Agreement and this Preliminary Approval Order.	_____ [18-days prior to Final Fairness Hearing]
Deadline for Plaintiffs to File Motion for Final Approval of the Settlement	_____ [150-days after issuance of Preliminary Approval Order; 30-days after the Notice Date]
Deadline for Plaintiffs and Defendant to file any submissions in response to any Objections and/or Requests for Exclusion	_____ [180-days after issuance of Preliminary Approval Order; 60-days after the Notice Date]
Deadline for Defendant to file any submissions concerning Final Approval of Settlement	_____ [180-days after issuance of Preliminary Approval Order; 60-days after the Notice Date]
Final Fairness Hearing to be held at ____ [a.m./p.m.] [in _____ at the United States Courthouse for the Eastern District of New York, 225 Cadman Plaza East, Brooklyn, New York 11201, or by video conference _____]	_____ [at least 200-days after issuance of Preliminary Approval Order; at least 30-days after Plaintiffs' filing of Final Approval Motion]

SO-ORDERED:

Date: _____

Honorable Brian M. Cogan
United States District Judge