

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 **August 22, 2023**, 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 of 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	Up to 36,000 Miles	36,001 - 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%	75%	60%
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 an out-of-pocket expense (that was not otherwise reimbursed) for the cost of a Covered Repair of a Settlement Class Vehicle prior to **August 22, 2023** 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.SunroofSettlement.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:

Questions? Call 1-866-848-0947 or visit www.SunroofSettlement.com

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.SunroofSettlement.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 **postmarked no later than October 23, 2023**.

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 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

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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 1-866-848-0947 or visit www.SunroofSettlement.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 **October 23, 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.SunroofSettlement.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, **postmarked no later than October 23, 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 **November 14, 2023 at 11:30 a.m. (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.SunroofSettlement.com.

If the Settlement Claim Administrator determines your Claim should not be paid, you will be mailed a letter telling you this. If the reason for rejecting your Claim is due to a deficiency in your Claim Form and/or supporting proof, the letter will notify you of the deficiency 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 1-866-848-0947.

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.SunroofSettlement.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, **postmarked no later than September 21, 2023**, to each of the following:

SETTLEMENT CLAIM ADMINISTRATOR	CLASS COUNSEL	DEFENSE COUNSEL
Gjonbalaj v. Volkswagen Group of America, Inc. c/o JND Legal Administration PO Box 91101 Seattle, WA 98111	Gregory F. Coleman, Esq. Milberg Coleman Bryson Phillips Grossman LLC First Tennessee Plaza 800 S. Gay Street, Suite 1100 Knoxville, TN 37929	Michael B. Gallub, Esq. Shook Hardy & Bacon LLP 1 Rockefeller Plaza 28th 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 \$2,850,000. 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 \$5,000 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 **August 31, 2023**, and a copy will be made available for review at www.SunroofSettlement.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 September 21, 2023**, 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 September 21, 2023**, 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:

SETTLEMENT CLAIM ADMINISTRATOR	CLASS COUNSEL	DEFENSE COUNSEL
Gjonbalaj v. Volkswagen Group of America, Inc. c/o JND Legal Administration PO Box 91101 Seattle, WA 98111	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 28th Floor New York, NY 10020

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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 **11:30 a.m. (EDT) on November 14, 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 September 21, 2023**, 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, judgments and the release of claims set forth in the Settlement.

MORE INFORMATION

22. Where can I get more information?

Visit the website at **www.SunroofSettlement.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 Settlement Claim Administrator at 1-866-848-0947 or email **info@SunroofSettlement.com**.