

INDIVIDUAL RELEASE OF CLAIMS

*In re Volkswagen “Clean Diesel” Marketing,
Sales Practices, and Products Liability Litigation,
MDL No. 15-2672 (N.D. Cal.) (Audi CO2 Cases)*

MUST BE COMPLETED BY CLAIMANT PRIOR TO RECEIVING ANY COMPENSATION

1. In exchange for benefits that (i) the Claims Administrator has determined I am eligible to receive under the class action settlement agreement in this case (the “Class Action Agreement”)¹ and (ii) Defendants, as applicable, have agreed to provide to me, the sufficiency of which I hereby acknowledge, I, on behalf of myself and my agents, heirs, executors, administrators, successors, transferees, assigns, insurers, attorneys, representatives, shareholders, owners associations, and any other legal or natural persons who may claim by, through or under me, hereby fully, finally, irrevocably, and forever release, waive, discharge, relinquish, settle, and acquit any and all claims, demands, actions, or causes of action, whether known or unknown, that I may have, purport to have, or may hereafter have against any Released Party arising out of or in any way related to the Transmission/Fuel Economy Matter, except for claims of personal injury or wrongful death. This Individual Release is effective and binding on the earlier of (i) the date I deposit, cash, transfer, or otherwise accept any compensation under the Class Action Agreement or (ii) thirty days after I receive any compensation under the Class Action Agreement.
2. This Individual Release incorporates by reference the release and associated provisions set forth in Section 10 of the Class Action Agreement as if set forth fully herein, and, as to those provisions, shall have the same scope and effect as the Class Action Agreement.² This Individual Release supplements the release and associated provisions set forth in Section 10 of the Class Action Agreement. It does not supersede them.
3. I expressly understand and acknowledge that this Individual Release applies to claims of which I am not presently aware. I expressly understand and acknowledge Section 1542 of the California Civil Code, which provides: “**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**” I acknowledge that I am aware of, the contents and effect of Section 1542 and have considered the possibility that the number or magnitude of all claims may not currently be known. To ensure that this Individual Release is interpreted fully in accordance with its terms, I expressly waive and relinquish any

¹ The terms “Class Action Agreement,” “Class Counsel,” “Claims Administrator,” “Defendants,” “Final Approval Order,” “Action,” “Released Party,” and “Transmission/Fuel Economy Matter” have the meanings given to them in Sections 2.10, 2.11, 2.8, 2.18, 2.25, 2.1, 10.2, and 2.40 of the Class Action Agreement.

² A copy of the Class Action Agreement is available at www.vwmpgsettlement.com

and all rights and benefits that I may have under Section 1542 to the extent that such section may be applicable to the Individual Release and likewise expressly waive and relinquish any rights or benefits of any law of any state or territory of the United States, federal law or principle of common law, or of international or foreign law, which is similar, comparable, analogous, or equivalent to Section 1542 of the California Code to the extent that such laws or principles may be applicable to the Individual Release.

4. **For the avoidance of doubt, I expressly understand and acknowledge that I may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that I now know or believe to be true, related to the Transmission/Fuel Economy Matter, the Action and/or the Individual Release herein. Nevertheless, it is my intention in executing this Individual Release to fully, finally, irrevocably, and forever release, waive, discharge, relinquish, settle, and acquit all such matters, and all claims relating thereto which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Transmission/Fuel Economy Matter in accordance with the terms of the Class Action Agreement.** This includes, without limitation, any claims I have or may have with respect to the Transmission/Fuel Economy Matter under the Trade Regulation Rule Concerning the Preservation of Consumers' Claims and Defenses, 16 C.F.R. § 433.2 (the "Holder Rule").
5. The Individual Release shall remain effective regardless of any judicial, quasi-judicial, arbitral, administrative, regulatory, or other decision relating to the liability of any Released Party in connection with the Transmission/Fuel Economy Matter. For the avoidance of doubt, this Individual Release shall remain effective even if the Final Approval Order is reversed and/or vacated on appeal, or if the Class Action Agreement is abrogated or otherwise voided in whole or in part.
6. This Individual Release waives or releases any right to receive further monetary compensation or to pursue additional benefits under the Class Action Agreement. This Individual Release is limited to my vehicle VIN _____ and does not affect my rights, claims, or benefits regarding any other vehicle.
7. This Individual Release, and any dispute arising out of or related to this Individual Release, shall be governed by and interpreted according to the Federal Rules of Civil Procedure and applicable jurisprudence relating thereto, and the laws of the State of California notwithstanding its conflict of law provisions.
8. Any disagreement concerning and/or action to enforce this Individual Release shall be commenced and maintained only in the United States District Court for the Northern District of California.
9. I represent and warrant that I have carefully read and understand this Individual Release and that I execute it freely, voluntarily, and without being pressured or influenced by, or relying on, any statement or representation made by any person or entity acting on behalf of any Released Party. I certify that I understand that I have the right to consult with an attorney of my choice before signing this Individual Release.

