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12 UNITED STATES DISTRICT COURT
13 NORTHERN DISTRICT OF CALIFORNIA
14 SAN FRANCISCO DIVISION

16 IN RE: VOLKSWAGEN “CLEAN DIESEL”
17 MARKETING, SALES PRACTICES AND
18 PRODUCTS LIABILITY LITIGATION

19 This Documents Relates to:
20 Audi CO₂ Cases

MDL 2672 CRB (JSC)

**CONSUMER CLASS ACTION
SETTLEMENT AGREEMENT AND
RELEASE**

Hearing:
Time:
Courtroom: 6, 17th floor

The Honorable Charles R. Breyer

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1 **1. THE PROPOSED SETTLEMENT**

2 This Consumer Class Action Settlement Agreement (the “Class Action Agreement”)
3 concerns certain Volkswagen, Audi, Porsche, and Bentley-branded gasoline vehicles for which
4 the miles-per-gallon (“MPG”) as represented on the “Monroney” fuel economy label is not
5 accurate and will be revised. This settlement offers current and former owners and lessees of
6 such vehicles lump-sum payments to compensate them fairly for damages they allege they
7 suffered, including increased fuel consumption and any inconvenience that may have resulted
8 from increased fuel consumption.

9 Federal law requires that new vehicles sold or leased in the United States have a
10 Monroney fuel economy label in their window that displays information about the vehicle’s fuel
11 efficiency. 49 U.S.C. § 32908, *et seq.*; 40 C.F.R. §§ 600.301–302-12. The Monroney fuel
12 economy label provides, among other things, the City, Highway, and Combined MPG of the
13 vehicle based on dynamometer testing on Environmental Protection Agency (“EPA”) test cycles.
14 The Monroney fuel economy label also includes a five-year fuel cost estimate comparison to the
15 average fuel cost for all labeled vehicles in the vehicle’s model year, assuming 15,000 miles per
16 year and using United States Department of Energy fuel price projections.

17 On November 5, 2016, the German newspaper *Bild am Sonntag* reported that the
18 California Air Resources Board had discovered a software function on certain Audi vehicles
19 equipped with a certain 8-speed automatic transmission that reduces carbon dioxide (“CO₂”)
20 emissions to legal levels during test cycles, but not during on-road driving, a so-called “warm-up”
21 program. In response to that article, starting in November 2016, consumers filed fourteen class
22 action lawsuits against AUDI AG and Audi of America, LLC (together, “Audi”) and Volkswagen
23 AG and Volkswagen Group of America, Inc. (together, “Volkswagen”) in federal courts across
24 the country, seeking to represent a proposed class of owners of Audi vehicles and alleging that
25 Audi and Volkswagen had implemented software in certain gasoline vehicles that resulted in
26 lower fuel efficiency than as stated on the required fuel economy label. The actions were
27 consolidated with *In re: Volkswagen “Clean Diesel” Marketing, Sales Practices, and Products*
28 *Liability Litigation*, MDL No. 2672 CRB (JSC) in the United States District Court for the

1 Northern District of California before the Honorable Charles R. Breyer. Judge Breyer had
2 previously appointed Plaintiffs' Lead Counsel, as well as a committee of plaintiffs' lawyers from
3 law firms across the United States (referred to collectively as the Plaintiffs' Steering Committee
4 ("PSC")), to oversee the litigation on behalf of affected owners and lessees, and he ordered
5 Plaintiffs to file a consolidated complaint. *See* Dkt. 3217.

6 On October 12, 2017, the PSC filed a Consolidated Consumer Class Action Complaint,
7 alleging claims against Volkswagen, Audi, and Robert Bosch GMBH and Robert Bosch, LLC
8 (together, "Bosch") for RICO violations, fraud by concealment, violation of the Magnuson-Moss
9 Warranty Act, breach of express and implied warranties under state laws, and violations of state
10 consumer protection and unfair practices statutes of all 50 states and the District of Columbia. On
11 December 11, 2017, Volkswagen, Audi and Bosch filed motions to dismiss for failure to state a
12 claim, and briefing on the motions to dismiss concluded on February 15, 2018. A hearing on
13 those pending motions was scheduled for May 11, 2018, but on April 16, 2018, the Parties agreed
14 to engage in discussions regarding resolution of the case.

15 Throughout this period, Plaintiffs conducted extensive testing on subject Audi gasoline
16 vehicles with the assistance of professional experts to test the issues raised in the *Bild am Sonntag*
17 reporting, and to determine whether fuel economy differed with and without the warm-up
18 function active. Defendants also conducted extensive testing and analysis of the CO₂ emissions
19 and fuel economy of Audi, Bentley, Porsche and Volkswagen gasoline vehicles with automatic
20 transmissions to evaluate the warm-up function on a dynamometer and using computer
21 simulations. Following briefing on the motions to dismiss, Plaintiffs and Defendants agreed to
22 share documents and information, conduct additional testing, and evaluate the results and
23 methodologies of their respective testing.

24 Plaintiffs and their experts also traveled to a testing facility in Ingolstadt, Germany to
25 observe certain testing conducted by Defendants, review the Defendants' testing data, and discuss
26 the testing with Defendants' engineers. All of this information was shared as part of extensive
27 settlement efforts over the course of nearly a year, culminating in this Class Action Agreement.
28 Based on that testing and analysis, the Parties have identified 97,890 Audi, Bentley, Porsche and

1 Volkswagen vehicles for which the rounded fuel economy was one mile per gallon less in the
2 City, Highway and/or Combined values than what was shown on the Monroney fuel economy
3 label of those vehicles at the time of their initial sale or lease. For all Class Vehicles, the
4 difference in the results of testing and the Monroney fuel economy label was one mile per gallon
5 when rounded using standard methods required in fuel economy certification, with the exception
6 of one vehicle for which there was a two mile per gallon difference because the original
7 Monroney fuel economy label contained an unrelated error.

8 **2. DEFINITIONS**

9 As used in this Class Action Agreement, including the attached exhibits, the terms defined
10 herein have the following meanings, unless this Class Action Agreement specifically provides
11 otherwise:

12 2.1. “Action” means the coordinated class, mass, and individual actions, however
13 named, including but not limited to the Complaint as defined in Section 2.16, that are currently
14 coordinated pursuant to 28 U.S.C. § 1407 in the United States District Court for the Northern
15 District of California in *In re: Volkswagen “Clean Diesel” Marketing, Sales Practices, and*
16 *Products Liability Litigation*, No. 3:15-md-02672-CRB (N.D. Cal.) (MDL 2672) (the “MDL”)
17 that relate to the Class Vehicles.

18 2.2. “Audi” means AUDI AG and Audi of America, LLC.

19 2.3. “Authorized Dealer” means any authorized Audi, Bentley, Porsche, or
20 Volkswagen dealer located in the United States and Puerto Rico as evidenced by a current and
21 valid Dealer Sales and Service Agreement. “Non-Authorized Dealer” means any automobile
22 dealer that is not an Authorized Dealer that is located in the United States and Puerto Rico.

23 2.4. “Bentley” means Bentley Motors Limited and Bentley Motors, Inc.

24 2.5. “Claim” means the claim of any Class Member or his or her or its representative
25 submitted on a Claim Form as provided in this Class Action Agreement.

26 2.6. “Claim Form” means the document used to submit a Claim under this Class
27 Action Agreement.

28

1 2.7. “Claims Period” means the time period during which Class Members may submit
2 a Claim for review to obtain benefits under the Class Action Settlement. The Claims Period shall
3 run 120 days from the entry of the Order Granting Preliminary Approval.

4 2.8. “Claims Administrator” means the third-party agent agreed to by the Parties and
5 appointed by the Court to oversee the Claims process described in Section 5.

6 2.9. “Class” means, for purposes of this Class Action Settlement only, a nationwide
7 class, including Puerto Rico, of all persons (including individuals and entities) who own, owned,
8 lease, or leased a Class Vehicle in the United States or its territories as of the date of the Motion
9 for Preliminary Approval. The following entities and individuals are excluded from the Class:

- 10 (a) Defendants’ officers, directors and employees and participants in
11 Volkswagen’s Internal Lease Program, and/or Porsche Associate Lease
12 Program; Defendants’ affiliates and affiliates’ officers, directors and
13 employees; Defendants’ distributors and distributors’ officers, directors
14 and employees;
- 15 (b) Judicial officers and their immediate family members and associated court
16 staff assigned to this case; and
- 17 (c) All those otherwise in the Class who or which timely and properly exclude
18 themselves from the Class as provided in this Class Action Agreement.

19 2.10. “Class Action Agreement” means this settlement agreement and the exhibits
20 attached hereto, including any subsequent amendments or any exhibits to such amendments. The
21 Class Action Agreement may alternatively be referred to as the “Class Action Settlement” or the
22 “Settlement.”

23 2.11. “Class Counsel” means Lead Counsel and the PSC.

24 2.12. “Class Member” means a member of the Class.

25 2.13. “Class Notice Program” means the program for distributing information about the
26 Class Action Settlement to Class Members.

27 2.14. “Class Representative” or “Settlement Class Representative” means a Plaintiff
28 named in the Complaint, who meets the Class definition set forth in Section 2.9 of this Class

1 Action Agreement, and who has agreed to represent the Class for purposes of obtaining approval
 2 of, and effectuating, this Class Action Agreement, as listed in the Motion for Preliminary
 3 Approval.

4 2.15. "Class Vehicle" means the gasoline-powered vehicles of the make, model, engine
 5 capacity, engine type, power, and model years listed in the table immediately below this
 6 paragraph that were sold or leased in the United States on or before the date of the Motion for
 7 Preliminary Approval.

8	Make	Model	Engine Capacity (liters)	Model Year
9	Audi	A8L	4.0L	2015
	Audi	A8L	6.3L	2013
10	Audi	A8L	6.3L	2014
	Audi	A8L	6.3L	2015
11	Audi	A8L	6.3L	2016
	Audi	RS7	4.0L	2014
12	Audi	RS7	4.0L	2015
	Audi	RS7	4.0L	2016
13	Audi	S8	4.0L	2013
	Audi	S8	4.0L	2014
14	Audi	S8	4.0L	2015
	Audi	S8	4.0L	2016
15	Bentley	Continental GT	4.0L	2013
	Bentley	Continental GT	4.0L	2014
16	Bentley	Continental GT	4.0L	2015
	Bentley	Continental GT	4.0L	2016
17	Bentley	Continental GT	4.0L	2017
	Bentley	Continental GTC	4.0L	2013
18	Bentley	Continental GTC	4.0L	2014
	Bentley	Continental GT Convertible	4.0L	2015
19	Bentley	Continental GT Convertible	4.0L	2016
	Bentley	Continental GT Convertible	4.0L	2017
20	Bentley	Flying Spur	4.0L	2015
	Bentley	Flying Spur	4.0L	2016
21	Bentley	Flying Spur	6.0L	2014
	Bentley	Flying Spur	6.0L	2015
22	Bentley	Flying Spur	6.0L	2016
	Porsche	Cayenne	3.6L	2013
23	Porsche	Cayenne	3.6L	2014
	Porsche	Cayenne	3.6L	2016
24	Porsche	Cayenne GTS	3.6L	2016
	Porsche	Cayenne GTS	4.8L	2013
25	Porsche	Cayenne GTS	4.8L	2014
	Porsche	Cayenne S	3.6L	2015
26	Porsche	Cayenne S	3.6L	2016
	Porsche	Cayenne S	4.8L	2013
27	Porsche	Cayenne S	4.8L	2014
	Porsche	Cayenne Turbo	4.8L	2013

Make	Model	Engine Capacity (liters)	Model Year
Porsche	Cayenne Turbo	4.8L	2014
Porsche	Cayenne Turbo S	4.8L	2014
Porsche	Cayenne Turbo S	4.8L	2016
Volkswagen	Tiguan 4MOTION	2.0L	2017
Volkswagen	Touareg	3.6L	2013
Volkswagen	Touareg	3.6L	2014

2.16. “Complaint” means the Amended Consolidated Consumer Class Action Complaint that will be filed in the Action before the Motion for Preliminary Approval.

2.17. “Court” means the United States District Court for the Northern District of California, San Francisco Division.

2.18. “Defendants” means Audi, Bentley, Porsche, and Volkswagen.

2.19. “Defendants’ Lead Counsel” means Robert J. Giuffra, Jr. and Sharon L. Nelles of Sullivan & Cromwell LLP.

2.20. “Effective Date” means the date the Court enters the Final Approval Order.

2.21. “Escrow Account” means the escrow account managed by the Escrow Agent, which shall be the sole escrow account for compensation of Class Members under the Class Action Agreement.

2.22. “Escrow Agent” means the agreed-upon entity to address and hold for distribution the funds identified in this Class Action Agreement pursuant to the terms of the Escrow Agreement. The Parties agree that Citibank Private Bank shall serve as Escrow Agent, subject to approval by the Court.

2.23. “Escrow Agreement” means the agreement by and among Plaintiffs’ Lead Counsel and Defendants’ Lead Counsel with respect to the escrow of the funds to be deposited into the Escrow Account pursuant to this Class Action Agreement.

2.24. “Fairness Hearing” means the hearing held by the Court for the purpose of determining whether to approve this Class Action Agreement as fair, reasonable, and adequate.

2.25. “Final Approval Order” means the Court’s order approving the Class Action Settlement.

1 2.26. “Motion for Preliminary Approval” means the motion filed pursuant to Rule
2 23(e)(1) of the Federal Rules of Civil Procedure.

3 2.27. “Notice Administrator” means the third-party agent or administrator agreed to by
4 the Parties and appointed by the Court to implement and consult on the Class Notice Program.

5 2.28. “Opt-Out Deadline” means the last day a Class Member may opt out of the Class
6 Action Settlement, which, subject to Court approval, is 60 days after the Order Granting
7 Preliminary Approval.

8 2.29. “Order Granting Preliminary Approval” means the order that may, at the discretion
9 of the Court, be entered by the Court approving notice to the Class and concluding that the Court
10 will likely be able to approve the Class Action Settlement and certify the proposed Class as
11 outlined in Section 3 of this Class Action Agreement.

12 2.30. “Parties” means the Class Representatives and Defendants, collectively, as each of
13 those terms is defined in this Class Action Agreement.

14 2.31. “Plaintiffs’ Lead Counsel” or “Lead Counsel” means Elizabeth Cabraser of Loeff,
15 Cabraser, Heimann & Bernstein, LLP, who was appointed by the Court on January 21, 2016, and
16 who serves as the Chair of the PSC.

17 2.32. “Plaintiffs’ Steering Committee” or “PSC” means those counsel appointed to the
18 Plaintiffs’ Steering Committee by the Court in this Action on January 21, 2016. Lead Counsel is
19 Chair of the PSC.

20 2.33. “Porsche” means Dr. Ing. h.c. F. Porsche AG and Porsche Cars North America,
21 Inc.

22 2.34. “Post-Appeal Date” means the latest date on which the Final Approval Order
23 approving this Class Action Agreement becomes final. For purposes of this Class Action
24 Agreement:

25 2.34.1. If no appeal has been taken from the Final Approval Order, “Post-
26 Appeal Date” means the date on which the time to appeal therefrom has expired; or

27 2.34.2. If any appeal has been taken from the Final Approval Order, “Post-
28 Appeal Date” means the date on which all appeals therefrom, including petitions for rehearing or

1 reargument, petitions for rehearing *en banc* and petitions for a writ of *certiorari* or any other form
2 of review, have been fully disposed of in a manner that affirms the Final Approval Order; or

3 2.34.3. If Lead Counsel and Defendants agree in writing, the “Post-Appeal
4 Date” can occur on any other earlier agreed date.

5 2.35. “Release” means the release and waiver described in Section 10 of this Class
6 Action Agreement and in the Final Approval Order. In addition, Class Members who receive
7 compensation pursuant to this Class Action Agreement will execute an Individual Release as
8 described in Section 10.6 of the Class Action Agreement, and that Individual Release will remain
9 valid even if the Final Approval Order is later reversed and/or vacated on appeal.

10 2.36. “Released Claims” has the definition set forth in Section 10.3 of this Class Action
11 Agreement.

12 2.37. “Released Party” or “Released Parties” has the definition set forth in Section 10.2
13 of this Class Action Agreement.

14 2.38. “Releasing Parties” has the definition set forth in Section 10.3 of this Class Action
15 Agreement.

16 2.39. “Settlement Value” means the total possible compensation available to the Class
17 under this Settlement, which will be no less than \$94,999,947.

18 2.40. “Transmission/Fuel Economy Matter” means (1) the installation, presence, design,
19 manufacture, assembly, testing, or development of software that used transmission shift maps or
20 otherwise caused the transmission to operate in a manner in the certification and/or fuel economy
21 testing process in any Class Vehicle that differed from transmission shift maps used or
22 transmission operation in basic or dynamic shift programs (the “Transmission Warm-Up Mode”);
23 (2) the marketing or advertisement of the fuel economy in the Class Vehicles to the extent the fuel
24 economy was impacted by the Transmission Warm-Up Mode; and/or (3) the subject matter of the
25 Action.

26 2.41. “Volkswagen” means Volkswagen AG and Volkswagen Group of America, Inc.
27 (d/b/a Volkswagen of America, Inc. or Audi of America, Inc.).
28

1 2.42. Other capitalized terms used in this Class Action Agreement but not defined in this
2 Section shall have the meanings ascribed to them elsewhere in this Class Action Agreement.

3 2.43. The term “he or she” and “his or her” include “it” or “its” where applicable.

4 **3. ORDER GRANTING PRELIMINARY APPROVAL**

5 3.1. Shortly after completing the confirmatory discovery set forth in Section 6, the
6 Parties shall file a Motion for Preliminary Approval. Simultaneously, the Class Representatives
7 shall move for certification of the Class for settlement purposes only, pursuant to Federal Rule of
8 Civil Procedure 23(a), 23(b)(3), and 23(e). It is expressly agreed that any certification of the
9 Class shall be for settlement purposes only, and Defendants do not waive any arguments that they
10 may have that class certification for any other purpose would be improper.

11 3.2. The Parties agree to take all actions and steps reasonably necessary to obtain an
12 Order Granting Preliminary Approval from the Court and to fully implement and effectuate this
13 Class Action Settlement.

14 **4. CONSUMER COMPENSATION AND REMEDIES**

15 4.1. **Overview of Benefits.** The Class Action Agreement provides cash compensation,
16 which is available only to Class Members who do not opt out. Class Member compensation is
17 based on the difference between the cost of gasoline that would have been required for the Class
18 Vehicles under the original Monroney fuel economy labels and the cost of gasoline required for
19 the Class Vehicles under the adjusted fuel economy labels, in addition to a goodwill payment to
20 account for the inconvenience associated with additional fill-ups. Exhibit A to this Class Action
21 Agreement sets forth the MPG differential and cash compensation for each Class Vehicle. Class
22 Members who no longer possess their Class Vehicles as of the date of the Motion for Preliminary
23 Approval will be compensated on a pro rata basis for the months such Class Members owned or
24 leased a Class Vehicle. Class Members who are current lessees of a Class Vehicle (*i.e.* Class
25 Members who held active leases as of the date of the Motion for Preliminary Approval) will be
26 entitled to compensation for the full duration of their lease. Class Members who owned their
27 Class Vehicles as of the date of the Motion for Preliminary Approval will be entitled to
28

1 compensation for the months they have owned their Class Vehicles, as well as any remaining
2 months up to 96 months after the Class Vehicles were first sold.

3 **4.2. Responsibility for Required Payments.** Volkswagen AG shall bear the ultimate
4 responsibility for all required payments owed by Defendants under this Class Action Agreement,
5 as described herein. Any legal successor or assign of Volkswagen AG shall assume Volkswagen
6 AG's liability and remain jointly and severally liable for the payment and other performance
7 obligations herein. Volkswagen AG shall include an agreement to so remain liable in the terms of
8 any sale, acquisition, merger, or other transaction changing the ownership or control of any of its
9 successors or assigns. No change in the ownership or control of any such entity shall affect the
10 obligations herein of Volkswagen AG without modification of the Class Action Agreement.

11 **4.3. Tax Implications.** Class Members should consult their personal tax advisor for
12 assistance regarding any tax ramifications of this Class Action Settlement. Neither the PSC nor
13 Defendants and their counsel are providing any opinion or advice as to the tax consequences or
14 liabilities of Class Members as a result of any payments or benefits under this Class Action
15 Settlement.

16 **4.4. Deceased, Divorced, Dissolved, or Bankrupt Claim Members.** Nothing in the
17 Class Action Agreement shall prevent Class benefits from being provided, upon appropriate
18 proof, to, or for the benefit of, an otherwise eligible Class Member, or that Class Member's estate
19 or legal representative, notwithstanding that Class Member's death, divorce, dissolution, or
20 bankruptcy (whether discharged or ongoing), in accordance with applicable law.

21 **4.5. Allocation of Unclaimed Funds.** The Settlement shall be non-reversionary,
22 meaning that no amount of the Settlement Value will revert to Defendants. If there are any funds
23 remaining in the Settlement Value after all valid, complete, and timely Claims are paid, subject to
24 Court approval, the balance will be directed to environmental remediation efforts. This cy pres
25 distribution may include, for example, the purchase of greenhouse gas credits, environmental
26 projects in consultation with relevant regulators, and/or other, environmentally-focused
27 recipients, as agreed by the Parties. Defendants shall be under no obligation to make any
28 distribution pursuant to this paragraph before the Post-Appeal Date.

1 **5. CLASS CLAIMS PROCESS AND ADMINISTRATION**

2 **5.1. Claims Program.** The Claims Program will involve four steps. At **Step 1**, within
3 21 days following the Court's entry of the Order Granting Preliminary Approval, the Claims
4 Administrator will send the Claim Form to each Class Member who owns, owned, leases, or
5 leased a Class Vehicle for whom the Claims Administrator is able to locate current contact
6 information. At **Step 2**, Class Members will be required to submit a Claim Form with supporting
7 documentation as agreed by the Parties and set forth in the Claim Form, and an Individual
8 Release. If the Claim Form is sent by U.S. mail, the envelope must be postmarked on or before
9 the last day of the Claims Period. If the Claim Form is submitted electronically, it must be
10 submitted on or before the last day of the Claims Period. At **Step 3**, upon receipt of a timely
11 submitted Claim Form and Individual Release (as described in Section 10.6), the Claims
12 Administrator will review the Claim to determine whether the Claim request meets all
13 qualifications for payment (including any necessary supporting documentation), and if so the
14 amount of that payment. If the Claim is incomplete, within twenty-one days of receiving the
15 Claim, the Claims Administrator shall contact the Class Member regarding these deficiencies and
16 provide the Class Member sixty days to provide the missing documentation. At **Step 4**, once the
17 Claims Administrator determines that the Claim is complete, within thirty days of the later of
18 (i) the Effective Date or (ii) receipt of a completed Claim, the Claims Administrator will send to a
19 submitting Class Member the compensation to which the Claims Administrator determines the
20 Class Member is entitled based on its Claim.

21 **5.2.** To the extent that settlement administration issues arise that are not addressed by
22 this Class Action Agreement, Defendants' Lead Counsel agree to confer in good faith with
23 Plaintiffs' Lead Counsel regarding any such issues. A dispute among the Parties concerning the
24 administration of the Claims Program may be brought to the attention of the Court for resolution.

25 **5.3. Claims Administrator.** The Claims Administrator shall be responsible for
26 overseeing the implementation and administration of the claims process, including validation of
27 eligibility and approval of payments to Class Members. Defendants shall pay the reasonable and
28 necessary fees and costs incurred by the Claims Administrator for administration of this Class

1 Action Agreement. Those fees and costs will be paid by Defendants in addition to the Settlement
2 Value.

3 5.4. **The Court's Ongoing and Exclusive Jurisdiction.** The Court retains the
4 ongoing and exclusive jurisdiction and independent case management authority, as MDL
5 transferee judge and under Federal Rule of Civil Procedure 23, regarding the general operation of
6 the Claims Program and those appointed to implement and oversee it.

7 **6. CONFIRMATORY DISCOVERY**

8 6.1. The Parties have already engaged in extensive discovery and information
9 exchanges regarding these claims, including the production and review of millions of pages of
10 documents produced in the MDL, as well as a thorough testing conducted over many months.
11 The Parties will engage in additional confirmatory discovery regarding the determination of the
12 fuel economy changes upon which the Settlement Value is calculated. The Parties will not move
13 for the Order Granting Preliminary Approval until the confirmatory discovery is complete.

14 **7. REQUESTS FOR EXCLUSION**

15 7.1. **Manner of Opting Out.** The Class Notice Program will provide instructions
16 regarding the procedures that must be followed to opt out of the Class pursuant to Federal Rule of
17 Civil Procedure 23(c)(2)(B)(v). The Parties agree that, to opt out validly from the Class, a Class
18 Member must personally sign (electronic signatures, including DocuSign, are invalid and will not
19 be considered personal signatures) and send a written request to opt out stating "I wish to exclude
20 myself from the Class in Volkswagen/Audi/Porsche/Bentley Fuel Economy Class Action
21 Settlement in *In re: Volkswagen "Clean Diesel" Marketing, Sales Practices, and Products*
22 *Liability Litigation*, No. 3:15-md-02672-CRB (N.D. Cal.) (MDL 2672)," (or substantially similar
23 clear and unambiguous language) to the Claims Administrator on or before the Opt-Out Deadline
24 (postmarked or emailed no later than the Opt-Out Deadline). The Class Member must either (i)
25 mail the signed written request to an address provided by the Claims Administrator; or (ii) e-mail
26 a complete and legible scanned copy or photograph of the signed written request to an e-mail
27 address provided by the Claims Administrator. That written request must include the Class
28 Member's name, address, telephone number, and VIN of the Class Vehicle forming the basis of

1 the Class Member's inclusion in the Class, a statement as to whether the Class Member
2 owns/owned or leases/leased the Class Vehicle, and the date(s) of the Class Member's ownership
3 or lease of the Class Vehicle (i.e., start date and, if applicable, end date of possession). Opt-out
4 requests that are signed by an attorney but not by the Class Member are invalid. The Parties
5 retain discretion to determine whether any opt-out request substantially complies with the
6 requirements above. The Claims Administrator will provide copies of all opt-out requests to
7 Plaintiffs' Lead Counsel and Defendants' Lead Counsel within seven days of the receipt of each
8 such request. The Claims Administrator and the Parties shall promptly after receipt provide
9 copies of any requests for exclusion, objections and/or related correspondence to each other.

10 **7.2. Consequences of Failure to Opt Out in a Timely and Proper Manner.** All
11 Class Members who do not timely and properly opt out of the Class will in all respects be bound
12 by all terms of this Class Action Agreement and the Final Approval Order upon the Effective
13 Date.

14 **7.3. Opting Out and Objecting Are Mutually Exclusive Options.** Any Class
15 Member who elects to opt out pursuant to this Section may not also object to the Settlement. Any
16 Class Member who elects to object pursuant to Section 8 herein may not also opt out pursuant to
17 this Section.

18 **8. OBJECTIONS TO THE SETTLEMENT**

19 **8.1. Manner of Objecting.** The Class Notice Program will provide instructions
20 regarding the procedures that must be followed to object to the Settlement pursuant to Federal
21 Rule of Civil Procedure 23(e)(5). Provided that a Class Member has not submitted a written
22 request to opt out, as set forth in Section 7, the Class Member may present written objections, if
23 any, explaining why he or she believes the Class Action Settlement should not be approved by the
24 Court as fair, reasonable, and adequate. No later than such date as is ordered by the Court, a
25 Class Member who wishes to object to any aspect of the Class Action Settlement must file with
26 the Court, or as the Court otherwise may direct, a written statement of the objection(s). The
27 written statement of objection(s) must include a detailed statement of the Class Member's
28 objection(s), as well as the specific reasons, if any, for each such objection, including any

1 evidence and legal authority the Class Member wishes to bring to the Court's attention. That
2 written statement also must contain the Class Member's printed name, address, telephone
3 number, and VIN of the Class Vehicle forming the basis of the Class Member's inclusion in the
4 Class, the dates of the Class Member's ownership or lease of the Class Vehicle, a statement that
5 the Class Member has reviewed the Class definition and has not opted out of the Class, and any
6 other supporting papers, materials, or briefs the Class Member wishes the Court to consider when
7 reviewing the objection.

8 **8.2. Objecting Through Counsel.** A Class Member may object on his or her own
9 behalf or through a lawyer hired at that Class Member's own expense, provided the Class
10 Member has not submitted a written request to opt out, as set forth in Section 7. The objection
11 must state whether it applies only to the objector, to a specific subset of the Class, or to the entire
12 Class, and also state with specificity the grounds for the objection. Lawyers asserting objections
13 on behalf of Class Members must: (1) file a notice of appearance with the Court by the date set
14 forth in the Order Granting Preliminary Approval, or as the Court otherwise may direct; (2) file a
15 sworn declaration attesting to his or her representation of each Class Member on whose behalf the
16 objection is being filed or file (in camera) a copy of the contract between that lawyer and each
17 such Class Member; and (3) comply with the procedures described in this Section. Lawyers
18 asserting objections on behalf of Class Members also must file a sworn declaration that specifies
19 the number of times during the prior five-year period they have objected to a class action
20 settlement on their own behalf or on behalf of a class member.

21 **8.3. Intent to Appear at the Fairness Hearing.** A Class Member (or counsel
22 individually representing him or her, if any) seeking to make an appearance at the Fairness
23 Hearing must file with the Court, by the date set forth in the Order Granting Preliminary
24 Approval, a written notice of his or her intent to appear at the Fairness Hearing, in accordance
25 with the requirements set forth in the Order Granting Preliminary Approval, or by such time and
26 in such manner as the Court may otherwise direct.

27 **8.4. Consequences of Failure to Object in a Timely and Proper Manner.** Unless
28 the Court directs otherwise, any Class Member who fails to comply with the provisions of this

1 Section will waive and forfeit any and all rights he, she, or it may have to object to the Class
2 Action Settlement and/or to appear and be heard on said objection at the Fairness Hearing.
3 Failure to object waives a Class Member's right to appeal.

4 **9. NOTICE PROGRAM**

5 9.1. **Class Notice.** The Parties, in consultation with the Notice Administrator, shall
6 design a notice program that satisfies due process and meets the requirements of Federal Rule of
7 Civil Procedure 23(c) and the Northern District of California's Procedural Guidance for Class
8 Action Settlements. The program will be further detailed in the Motion for Preliminary
9 Approval.

10 9.2. **CAFA Notice.** At the earliest practicable time, and no later than ten days after the
11 Parties notify the Court that a settlement has been reached in this matter, Defendants shall send to
12 each appropriate state and federal official the materials specified in 28 U.S.C. § 1715 and
13 otherwise comply with its terms. The identities of such officials and the content of the materials
14 shall be mutually agreed to by the Parties.

15 9.3. **Notice Administrator.** The Notice Administrator shall be responsible for, among
16 other things, (i) preparing and sending individual notice, (ii) executing a publication notice
17 campaign, and (iii) consulting on and effectuating other aspects of the Class Notice Program.
18 Defendants will pay all reasonable and necessary costs of the Class Notice Program and the fees
19 and costs of the Notice Administrator in addition to the Settlement Value. Within three business
20 days of the issuance of the Order Granting Preliminary Approval, Defendants shall transfer or pay
21 to the Notice Administrator an amount sufficient to cover the initial costs of the Class Notice
22 Program.

23 9.4. Not later than ten days before the date of the Fairness Hearing, the Notice
24 Administrator shall file with the Court a list of those persons who have opted out or excluded
25 themselves from the Settlement. The Notice Administrator shall file with the Court the details
26 outlining the scope, method, and results of the Class Notice Program.

27
28

1 **10. RELEASE AND WAIVER**

2 10.1. The Parties agree to the following release and waiver (as defined above, the
3 Release), which shall take effect upon entry of the Final Approval Order. The terms of the
4 Release are a material term of the Class Action Agreement and will be reflected in the Final
5 Approval Order.

6 10.2. **Released Parties.** Released Parties means any person who, or entity that, is or
7 could be responsible or liable in any way whatsoever, whether directly or indirectly, for the
8 Transmission/Fuel Economy Matter. The Released Parties include, without limitation, (1)
9 Volkswagen AG, Volkswagen Group of America, Inc. (d/b/a Volkswagen of America, Inc. or
10 Audi of America, Inc.), Volkswagen Group of America Chattanooga Operations, LLC,
11 AUDI AG, Audi of America, LLC, VW Credit, Inc., VW Credit Leasing, Ltd., VCI Loan
12 Services, LLC, Porsche Automobil Holding SE, Dr. Ing. h.c. F. Porsche AG, Porsche Cars North
13 America, Inc., Porsche Financial Services, Inc., Porsche Leasing Ltd., Bentley Motors Limited,
14 Bentley Motors, Inc., and any former, present, and future owners, shareholders (direct or
15 indirect), members (direct or indirect), directors, officers, members of management or supervisory
16 boards, employees, attorneys, affiliates, parent companies (direct or indirect), subsidiaries (direct
17 or indirect), predecessors, and successors of any of the foregoing (the “Released Entities”);
18 (2) any and all contractors, subcontractors, joint venture partners, consultants, auditors, and
19 suppliers of the Released Entities, including, but not limited to Aisin Seiki Co., Ltd., Conti
20 Temic, Continental AG, IAV Automotive Engineering, Inc., IAV GmbH, Robert Bosch GmbH,
21 Robert Bosch LLC, ZF AG, and ZF North America, Inc.; (3) any and all persons and entities
22 indemnified by any Released Entity with respect to the Transmission/Fuel Economy Matter;
23 (4) any and all other persons and entities involved in the design, research, development,
24 manufacture, assembly, testing, sale, leasing, repair, warranting, marketing, advertising, public
25 relations, promotion, or distribution of any Class Vehicle, even if such persons are not
26 specifically named in this paragraph, including without limitation all Authorized Dealers, as well
27 as Non-Authorized Dealers and sellers; (5) the Claims Administrator; (6) the Notice
28 Administrator; (7) lenders, creditors, financial institutions, or any other Parties that financed any

1 purchase or lease of a Class Vehicle; and (8) for each of the foregoing, their respective former,
2 present, and future affiliates, parent companies, subsidiaries, predecessors, successors,
3 shareholders, indemnitors, subrogees, spouses, joint ventures, general or limited partners,
4 attorneys, assigns, principals, officers, directors, members of management or supervisory boards,
5 employees, members, agents, representatives, trustees, insurers, reinsurers, heirs, beneficiaries,
6 wards, estates, executors, administrators, receivers, conservators, personal representatives,
7 divisions, dealers, and suppliers.

8 **10.3. Class Release.** In consideration for the Settlement, Class Members, on behalf of
9 themselves and their agents, heirs, executors and administrators, successors, assigns, insurers,
10 attorneys (including any attorney engaged by Class Members who is not Class Counsel),
11 representatives, shareholders, owners associations, and any other legal or natural persons who
12 may claim by, through, or under them (the “Releasing Parties”), fully, finally, irrevocably, and
13 forever release, waive, discharge, relinquish, settle, and acquit any and all claims, demands,
14 actions, or causes of action, whether known or unknown, that they may have, purport to have, or
15 may have hereafter against any Released Party, as defined above, arising out of or in any way
16 related to the Transmission/Fuel Economy Matter. This Release applies to any and all claims,
17 demands, actions, or causes of action of any kind or nature whatsoever, whether in law or in
18 equity, contractual, quasi-contractual or statutory, known or unknown, direct, indirect or
19 consequential, liquidated or unliquidated, past, present or future, foreseen or unforeseen,
20 developed or undeveloped, contingent or non-contingent, suspected or unsuspected, whether or
21 not concealed or hidden, arising from or in any way related to the Transmission/Fuel Economy
22 Matter, including without limitation (1) any claims that were or could have been asserted in the
23 Action; and (2) any claims for fines, penalties, economic damages, punitive damages, exemplary
24 damages, liens, injunctive relief, attorneys’ fees, costs, or attorneys’ liens (except as provided in
25 Section 12 of this Class Action Agreement), expert, consultant, or other litigation fees or costs
26 other than fees and costs awarded by the Court in connection with this Settlement or to attorneys
27 other than Class Counsel, or any other liabilities, that were or could have been asserted in any
28 civil, administrative, or other proceeding, including arbitration (the “Released Claims”). This

1 Release applies without limitation to any and all Released Claims regardless of the legal or
2 equitable theory or nature under which they are based or advanced including without limitation
3 legal and/or equitable theories under any federal, state, provincial, local, tribal, administrative, or
4 international law, or statute, ordinance, code, regulation, contract, common law, equity, or any
5 other source, and whether based in strict liability, negligence, gross negligence, punitive damages,
6 nuisance, trespass, breach of warranty, misrepresentation, breach of contract, fraud, or any other
7 legal or equitable theory, whether existing under the laws of the United States, a State, territory,
8 or possession of the United States, or of any other foreign or domestic state, territory, or other
9 legal or governmental body, whether existing now or arising in the future. Notwithstanding the
10 foregoing, this Agreement does not release any claims for wrongful death or personal injury.

11 **10.4. Possible Future Claims.** For the avoidance of doubt, Class Members expressly
12 understand and acknowledge that they may hereafter discover claims presently unknown or
13 unsuspected, or facts in addition to or different from those that they now know or believe to be
14 true, related to the Transmission/Fuel Economy Matter, the Action and/or the Release herein.
15 Nevertheless, it is the intention of Class Counsel and the Settlement Class Representatives in
16 executing this Class Action Agreement to fully, finally, irrevocably, and forever release, waive,
17 discharge, relinquish, settle, and acquit all such matters, and all claims relating thereto which
18 exist, hereafter may exist, or might have existed (whether or not previously or currently asserted
19 in any action or proceeding) with respect to the Transmission/Fuel Economy Matter and/or the
20 Released Claims.

21 **10.5. Waiver of California Civil Code Section 1542 and Analogous Provisions.**
22 Settlement Class Representatives expressly understand and acknowledge, and Class Members
23 will be deemed to understand and acknowledge Section 1542 of the California Civil Code, which
24 provides: **“A general release does not extend to claims that the creditor or releasing party**
25 **does not know or suspect to exist in his or her favor at the time of executing the release and**
26 **that, if known by him or her, would have materially affected his or her settlement with the**
27 **debtor or released party.”** Each Settlement Class Representative expressly acknowledges that
28 he, she, or it has been advised by Class Counsel of the contents and effect of Section 1542 and

1 that he, she, or it has considered the possibility that the number or magnitude of all claims may
2 not currently be known. To ensure that this Release is interpreted fully in accordance with its
3 terms, Class Members expressly waive and relinquish any and all rights and benefits that they
4 may have under Section 1542 to the extent that such Section may be applicable to the Release.
5 Class Members likewise expressly waive and relinquish any rights or benefits of any law of any
6 state or territory of the United States, federal law or principle of common law, or of international
7 or foreign law, which is similar, comparable, analogous, or equivalent to Section 1542 of the
8 California Code to the extent that such laws or principles may be applicable to the Release.

9 **10.6. Individual Release.** Each Class Member who submits a Claim pursuant to this
10 Class Action Agreement shall be required to execute an Individual Release, in the form attached
11 as Exhibit B, as a precondition to receiving such payment. Consistent with the Release provided
12 in this Agreement, the Individual Release will provide that the Class Member releases all of the
13 Released Parties from any and all present and future claims (as described in Section 10) arising
14 out of or related to the Transmission/Fuel Economy Matter. The Individual Release shall provide
15 that the Class Member releases any potential claims under the Trade Regulation Rule Concerning
16 the Preservation of Consumers' Claims and Defenses, 16 C.F.R. § 433.2 (the "Holder Rule"),
17 relating to the Transmission/Fuel Economy Matter. The Individual Release shall remain effective
18 even if the Final Approval Order is reversed and/or vacated on appeal, or if this Class Action
19 Agreement is abrogated or otherwise voided in whole or in part.

20 **10.7. Actions or Proceedings Involving Released Claims.** Class Members who do not
21 opt out in accordance with Section 7.1 expressly agree that this Release, and the Final Approval
22 Order, is, will be, and may be raised as a complete defense to, and will preclude, any action or
23 proceeding specified in, or involving claims encompassed by, this Release. Class Members who
24 do not opt out shall not now or hereafter institute, maintain, prosecute, assert, and/or cooperate in
25 the institution, commencement, filing or prosecution of any suit, action, and/or other proceeding,
26 against the Released Parties with respect to the claims, causes of action and/or any other matters
27 subject to this Release. To the extent that they have initiated, or caused to be initiated, any suit,
28 action, or proceeding not already encompassed by the Action, Class Members who do not opt out

1 shall cause such suit, action, or proceeding to be dismissed with prejudice. If a Class Member
2 who does not opt out commences, files, initiates, or institutes any new legal action or other
3 proceeding for any Released Claim against any Released Party in any federal or state court,
4 arbitral tribunal, or administrative or other forum, (1) such legal action or other proceeding shall
5 be dismissed with prejudice and at that Class Member's cost; and (2) the respective Released
6 Party shall be entitled to recover any and all reasonable related costs and expenses from that Class
7 Member arising as a result of that Class Member's breach of his, her, or its obligations under this
8 Release. Within five business days of the Post-Appeal Date, Class Counsel will dismiss the
9 Complaint with prejudice.

10 **10.8. Ownership of Released Claims.** Settlement Class Representatives represent and
11 warrant that they are the sole and exclusive owners of any and all claims that they personally are
12 releasing under this Class Action Agreement. Settlement Class Representatives further
13 acknowledge that they have not assigned, pledged, or in any manner whatsoever, sold,
14 transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way
15 whatsoever pertaining to the Transmission/Fuel Economy Matter, including without limitation,
16 any claim for benefits, proceeds or value under the Action, and that Settlement Class
17 Representatives are not aware of anyone other than themselves claiming any interest, in whole or
18 in part, in any benefits, proceeds or values to which Settlement Class Representatives may be
19 entitled as a result of the Transmission/Fuel Economy Matter. Class Members submitting a
20 Claim Form shall represent and warrant therein that they are the sole and exclusive owner of all
21 claims that they personally are releasing under the Class Action Agreement and that they have not
22 assigned, pledged, or in any manner whatsoever, sold, transferred, assigned or encumbered any
23 right, title, interest or claim arising out of or in any way whatsoever pertaining to the Action,
24 including without limitation, any claim for benefits, proceeds or value under the Action, and that
25 such Class Members are not aware of anyone other than themselves claiming any interest, in
26 whole or in part, in any benefits, proceeds or values to which those Class Members may be
27 entitled as a result of the Transmission/Fuel Economy Matter.
28

1 10.9. **Total Satisfaction of Released Claims.** Any benefits pursuant to the Class
2 Action Agreement are in full, complete, and total satisfaction of all of the Released Claims
3 against the Released Parties. Such benefits are sufficient and adequate consideration for each and
4 every term of this Release, and this Release shall be irrevocably binding upon Settlement Class
5 Representatives and Class Members who do not opt out of the Class.

6 10.10. **Release Not Conditioned on Claim or Payment.** The Release shall be effective
7 with respect to all Releasing Parties, including all Class Members who do not opt out, regardless
8 of whether those Class Members ultimately submit a Claim under this Class Action Agreement.

9 10.11. **Basis for Entering Release.** Class Counsel acknowledge that they have
10 conducted sufficient independent investigation and discovery to enter into this Class Action
11 Agreement and that they execute this Class Action Agreement freely, voluntarily, and without
12 being pressured or influenced by, or relying on any statements, representations, promises, or
13 inducements made by the Released Parties or any person or entity representing the Released
14 Parties, other than as set forth in this Class Action Agreement. Settlement Class Representatives
15 acknowledge, agree, and specifically represent and warrant that they have discussed with Class
16 Counsel the terms of this Class Action Agreement and have received legal advice with respect to
17 the advisability of entering into this Class Action Agreement and the Release, and the legal effect
18 of this Class Action Agreement and the Release. The representations and warranties made
19 throughout the Class Action Agreement shall survive the execution of the Class Action
20 Agreement and shall be binding upon the respective heirs, representatives, successors and assigns
21 of the Parties.

22 10.12. **Material Term.** Settlement Class Representatives and Class Counsel hereby
23 agree and acknowledge that this Section 10 in its entirety was separately bargained for and
24 constitutes a key, material term of the Class Action Agreement that shall be reflected in the Final
25 Approval Order.

26 10.13. **Reservation of Claims.** This Class Action Agreement shall resolve the claims of
27 Class Members who do not opt out only as they relate to the Released Claims. The Parties
28

1 reserve all rights to litigate liability and equitable relief of any sort for any subset of vehicles,
2 purchasers, or lessees not expressly covered by this Class Action Agreement.

3 **10.14. Released Parties' Releases of Settlement Class Representatives, the Class, and**
4 **Counsel.** Upon the Effective Date, Released Parties absolutely and unconditionally release and
5 forever discharge the Settlement Class Representatives, Class Members, Defendants' counsel and
6 Class Counsel from any and all claims relating to the institution or prosecution of the Action.

7 **10.15. Jurisdiction.** The Court shall retain exclusive and continuing jurisdiction over all
8 Parties, the Action, and this Class Action Agreement to resolve any dispute that may arise
9 regarding this Class Action Agreement or in relation to this Action, including any dispute
10 regarding validity, performance, interpretation, administration, enforcement, enforceability, or
11 termination of the Class Action Agreement and no Party shall oppose the reopening and
12 reinstatement of the Action on the Court's active docket for the purposes of effecting this Section.

13 **11. ESCROW ACCOUNT**

14 11.1. Within 10 business days after the Effective Date, Defendants shall fund the
15 Escrow Account with the Settlement Value, which funds shall be used by the Claims
16 Administrator, as necessary, to compensate Class Members who submit valid Claims pursuant to
17 this Class Action Agreement.

18 11.2. In the event that the Class Action Settlement is terminated or invalidated for any
19 reason prior to the conclusion of the Claims Period, any funds in the Escrow Account, including
20 all interest accrued, shall be returned to Defendants.

21 **12. ATTORNEYS' FEES AND EXPENSES**

22 12.1. Defendants agree to pay reasonable attorneys' fees and expenses of Class Counsel
23 and other qualifying Participating Counsel as defined in Pretrial Order No. 11 ("PTO 11")
24 (Dkt. 1254) for work performed pursuant to PTO 11 in connection with the Action in an amount
25 to be separately negotiated by the Parties and that must be approved by the Court. Defendants do
26 not agree to pay fees or expenses for any work that was not performed pursuant to PTO 11 in
27 connection with the Action, and this Class Action Agreement expressly releases Released Parties
28 from any liability to Class Members or their non-Class Counsel attorneys for such payments that

1 otherwise may be due by operation of law or otherwise. Accordingly, except as provided in this
2 Paragraph 12.1, Defendants shall not be obligated to pay past or future attorneys' fees or expenses
3 of attorneys for individual Class Members who elect to participate in this Settlement. Defendants
4 and Class Counsel represent that they have not discussed the amount of fees and expenses to be
5 paid prior to agreement on the terms of this Class Action Agreement. Plaintiffs' Lead Counsel
6 and Defendants' Lead Counsel will attempt to negotiate the amount of attorneys' fees and
7 expenses to be paid by Defendants after the execution of this Class Action Agreement. If the
8 Parties reach an agreement about the amount of attorneys' fees and expenses for work performed
9 pursuant to PTO 11, Plaintiffs' Lead Counsel will submit the negotiated amount to the Court for
10 approval, and Defendants will wire to an account specified by Plaintiffs' Lead Counsel all
11 attorneys' fees and expenses approved by the Court within three business days of the Court's
12 order approving such fees and expenses, provided that Lead Counsel submits to Defendants all
13 necessary payment information at least ten business days in advance of the Court's approval
14 order. The Parties may agree upon a reasonable extension to the three business day deadline as
15 necessary. If the Parties do not reach an agreement as to the amount of attorneys' fees and
16 expenses, the Parties will litigate the fee issue(s), and each Party will present its respective
17 position to the Court for determination. The litigation of the fee issues will be subject to the
18 Parties' agreement that: (1) any attorneys' fees and expenses awarded pursuant to this Paragraph
19 12.1 will be paid by Defendants in addition to the Settlement Value; (2) each Party will be free to
20 argue for what it believes is a reasonable fee; (3) Defendants and Plaintiffs' Lead Counsel will
21 request that the Court issue an Order setting forth the amount of any attorneys' fees and expenses
22 to be paid by Defendants in this action, and providing that Class Counsel and Participating
23 Counsel will not be permitted to seek additional fees and expenses after the Court makes its
24 award; and (4) the Parties shall have the right to appeal the Court's determination as to the
25 amount of attorneys' fees and expenses. Defendants reserve all rights to object to an award of
26 attorneys' fees and/or expenses beyond what they believe to be reasonable. No Class Members or
27 their attorneys other than Class Counsel or Participating Counsel who perform work pursuant to
28 PTO 11 in connection with this Action shall receive fees or expenses from Defendants under this

1 Class Agreement, any fee-shifting statute or attorneys' lien. In the event the Class Action
2 Agreement is terminated pursuant to section 15.2, any attorneys' fees paid to Class Counsel will
3 be returned to Defendants.

4 **13. PROPOSED SCHEDULE FOR APPROVAL OF SETTLEMENT**

5 13.1. A comprehensive potential schedule for the approval of this Settlement is set forth
6 below, subject to Court approval. The Parties will use their best efforts to advance the Settlement
7 along the lines outlined in the proposed schedule set forth below, recognizing it is subject to
8 change, as required by Court order and/or agreed to by the Parties.

Date	Event
August 16, 2019	Deadline for completion of confirmatory discovery
August 30, 2019	Motion for Preliminary Approval
September 13, 2019	Hearing on Motion for Preliminary Approval [Remainder of schedule assumes entry of Order Granting Preliminary Approval on this date]
September 13, 2019	Class Notice Program begins
October 4, 2019	Motions for Final Approval and Attorneys' Fees and Expenses filed
November 8, 2019	Objection and Opt-Out Deadline
November 25, 2019	Reply Memoranda in Support of Final Approval and Fee/Expense Application filed
December 13, 2019	Final Approval Hearing

14. **AGREEMENT TO COOPERATE TO EFFECTUATE SETTLEMENT**

14.1. Counsel for all Parties warrant and represent that they are expressly authorized by
the Parties whom they represent to negotiate this Class Action Agreement. The persons signing
this Class Action Agreement on behalf of each Party warrants that he or she is authorized to sign
this Class Action Agreement on behalf of that Party.

14.2. The Parties and their respective counsel will cooperate with each other, act in good
faith, and use their best efforts to effect the implementation of the Class Action Agreement. In
the event the Parties are unable to reach agreement on the form or content of any document

1 needed to implement the Class Action Agreement, or on any supplemental provisions that may
2 become necessary to effectuate the terms of this Class Action Agreement, the Parties may seek
3 the assistance of the Court to resolve such disagreement.

4 14.3. The Parties further agree to make all reasonable efforts to ensure the timely and
5 expeditious administration and implementation of the Class Action Agreement and to minimize
6 the costs and expenses incurred therein.

7 **15. MODIFICATION OR TERMINATION OF THE CLASS ACTION AGREEMENT**

8 15.1. The terms and provisions of this Class Action Agreement may be amended,
9 modified, or expanded by written agreement of the Parties and approval of the Court; provided,
10 however, that after entry of the Final Approval Order, the Parties may by written agreement effect
11 such amendments, modifications, or expansions of this Class Action Agreement and its
12 implementing documents (including all exhibits hereto) without further notice to the Class or
13 approval by the Court if such changes are consistent with the Court's Final Approval Order and
14 do not limit the rights of Class Members under this Class Action Agreement.

15 15.2. This Class Action Agreement shall terminate at the discretion of either Defendants
16 or the Settlement Class Representatives, through Lead Counsel, if: (1) Lead Counsel determines
17 through confirmatory discovery that the Settlement is not fair, reasonable, or adequate; (2) the
18 Court, or any appellate court(s), rejects, modifies, or denies approval of any portion of this Class
19 Action Agreement or the proposed Settlement that the terminating Party in its (or their) sole
20 judgment and discretion reasonably determine(s) is material, including, without limitation, the
21 terms of relief, the findings, or conclusions of the Court, the provisions relating to notice, the
22 definition of the Class, and/or the terms of the Release; or (3) the Court, or any appellate court(s),
23 does not enter or completely affirm, or alters, narrows or expands, any portion of the Final
24 Approval Order, or any of the Court's findings of fact or conclusions of law, that the terminating
25 Party in its (or their) sole judgment and discretion reasonably determine(s) is material. The
26 terminating Party must exercise the option to withdraw from and terminate this Class Action
27 Agreement, as provided in this Section 15, by a signed writing served on the other Parties no later
28

1 than twenty days after receiving notice of the event prompting the termination. The Parties will
2 be returned to their positions status quo ante.

3 15.3. If an option to withdraw from and terminate this Class Action Agreement arises
4 under Section 15.2 above, neither Defendants nor Settlement Class Representatives are required
5 for any reason or under any circumstance to exercise that option and any exercise of that option
6 shall be in good faith.

7 15.4. If, but only if, this Class Action Agreement is terminated pursuant to Section 15.2,
8 above, then:

9 15.4.1. This Class Action Agreement shall be null and void and shall have no
10 force or effect, and no Party to this Class Action Agreement shall be bound by any of its terms,
11 except for the terms of Section 15.2 herein;

12 15.4.2. The Parties will petition the Court to have any stay orders entered
13 pursuant to this Class Action Agreement lifted;

14 15.4.3. All of the provisions of this Class Action Agreement, and all
15 negotiations, statements, and proceedings relating to it, shall be without prejudice to the rights of
16 Defendants, Settlement Class Representatives, or any Class Member, all of whom shall be
17 restored to their respective positions existing immediately before the execution of this Class
18 Action Agreement, except that the Parties shall cooperate in requesting that the Court set a new
19 scheduling order such that no Party's substantive or procedural rights are prejudiced by the
20 settlement negotiations and proceedings;

21 15.4.4. Released Parties expressly and affirmatively reserve all defenses,
22 arguments, and motions as to all claims that have been or might later be asserted in the Action,
23 including, without limitation, the argument that the Action may not be litigated as a class action;

24 15.4.5. Settlement Class Representatives and all other Class Members, on
25 behalf of themselves and their heirs, assigns, executors, administrators, predecessors, and
26 successors, expressly and affirmatively reserve and do not waive all motions as to, and arguments
27 in support of, all claims, causes of action or remedies that have been or might later be asserted in
28

1 the Action including, without limitation, any argument concerning class certification, and treble
2 or other damages;

3 15.4.6. Defendants expressly and affirmatively reserve and do not waive all
4 motions and positions as to, and arguments in support of, all defenses to the causes of action or
5 remedies that have been sought or might be later asserted in the Action, including without
6 limitation, any argument or position opposing class certification, liability, damages, or injunctive
7 relief;

8 15.4.7. Neither this Class Action Agreement, the fact of its having been
9 entered into, nor the negotiations leading to it shall be admissible or entered into evidence for any
10 purpose whatsoever;

11 15.4.8. Any settlement-related order(s) or judgment(s) entered in this Action
12 after the date of execution of this Class Action Agreement shall be deemed vacated and shall be
13 without any force or effect; and

14 15.4.9. Defendants shall bear all reasonable and necessary costs incurred by
15 the Claims Administrator and Notice Administrator in connection with the implementation of this
16 Class Action Settlement up until its termination. Neither the Settlement Class Representatives
17 nor Class Counsel shall be responsible for any such settlement-related costs.

18 15.5. Notwithstanding the terms of this Section 15, if a Class Member has (1) received
19 compensation under the Class Action Agreement prior to its termination or invalidation and
20 (2) executed an Individual Release, such a Class Member and Defendants shall be bound by the
21 terms of the Individual Release, which terms shall survive termination or invalidation of the Class
22 Action Agreement.

23 **16. REPRESENTATIONS AND WARRANTIES**

24 16.1. Class Counsel represents that: (1) they are authorized by the Settlement Class
25 Representatives to enter into this Class Action Agreement with respect to the claims asserted in
26 the Action and any other claims covered by the Release; and (2) they are seeking to protect the
27 interests of the Class.

28

1 16.2. Class Counsel further represents that the Settlement Class Representatives:
2 (1) have agreed to serve as representatives of the Class proposed to be certified herein; (2) are
3 willing, able, and ready to perform all of the duties and obligations of representatives of the
4 Class; (3) have read the pleadings in the Action, including the Complaint, or have had the
5 contents of such pleadings described to them; (4) have consulted with Class Counsel about the
6 obligations imposed on representatives of the Class; (5) understand that they are entitled only to
7 the rights and remedies of Class Members under this Class Action Agreement and not to any
8 additional compensation by virtue of their status as Settlement Class Representatives; and
9 (6) shall remain and serve as representatives of the Class until the terms of this Class Action
10 Agreement are effectuated, this Class Action Agreement is terminated in accordance with its
11 terms, or the Court at any time determines that said Settlement Class Representatives cannot
12 represent the Class. Defendants shall retain the right to object to the payment of any service
13 awards, including the amount thereof.

14 16.3. Volkswagen represents and warrants that the individual(s) executing this Class
15 Action Agreement are authorized to enter into this Class Action Agreement on behalf of
16 Volkswagen.

17 16.4. Audi represents and warrants that the individual(s) executing this Class Action
18 Agreement are authorized to enter into this Class Action Agreement on behalf of Audi.

19 16.5. Bentley represents and warrants that the individual(s) executing this Class Action
20 Agreement are authorized to enter into this Class Action Agreement on behalf of Bentley.

21 16.6. Porsche represents and warrants that the individual(s) executing this Class Action
22 Agreement are authorized to enter into this Class Action Agreement on behalf of Porsche.

23 16.7. The Parties acknowledge and agree that no opinion concerning the tax
24 consequences of the proposed Settlement to Class Members is given or will be given by the
25 Parties, nor are any representations or warranties in this regard made by virtue of this Class
26 Action Agreement. In addition, the Parties acknowledge and agree that no tax ruling from any
27 governmental tax authority in relation to a Class Member's tax consequences will be requested by
28 Defendants. The Parties further acknowledge and agree that nothing in this Agreement should be

1 relied upon by any Class Member as the provision of tax advice. Each Class Member's tax
2 consequences or liabilities, and the determination thereof, are the sole responsibility of the Class
3 Member, and it is understood that each Class Member's federal, state, or foreign tax
4 consequences or liabilities may vary depending on the particular circumstances of each individual
5 Class Member. Class Members shall hold Defendants and their counsel harmless from any
6 federal, state, or foreign tax assessments, interest, and/or penalties that result for any amounts
7 paid or benefits provided under this Agreement, and Defendants shall not be liable for the
8 payment of any additional amounts now or in the future for any amount related to a Class
9 Member's tax consequences.

10 **17. GENERAL MATTERS AND RESERVATIONS**

11 17.1. This Class Action Agreement will be binding upon, and inure to the benefit of, the
12 successors, transferees, and assigns of Defendants, the Settlement Class Representatives, and
13 Class Members.

14 17.2. The Parties agree and acknowledge that (1) no government or governmental entity
15 is a party to the Action or to this Class Action Agreement; (2) each Party is entering into this
16 Class Action Agreement of its own volition, and no Party is entering into this Class Action
17 Agreement at the direction of a government or governmental entity, or otherwise compelled by a
18 government or governmental entity to do so; and (3) this Class Action Agreement is for the
19 purpose of restitution, compensation or/and remediation for harm or damage alleged in the
20 Complaint.

21 17.3. Defendants' obligations under Section 4 in this Class Action Agreement are and
22 shall be contingent upon each of the following:

23 17.3.1. Entry by the Court of the Final Approval Order approving the Class
24 Action Settlement;

25 17.3.2. The occurrence of the Effective Date; and

26 17.3.3. The satisfaction of any other conditions set forth in this Class Action
27 Agreement.

28

1 17.4. The Parties and their counsel agree to keep the existence and contents of this Class
2 Action Agreement confidential until the date on which the Class Action Agreement is filed;
3 provided, however, that this Section shall not prevent Defendants from disclosing such
4 information, prior to such date, to state and federal agencies, other relevant government
5 authorities, independent accountants, actuaries, advisors, financial analysts, insurers, or lawyers.
6 The Parties and their counsel may also disclose the existence and contents of this Class Action
7 Agreement to persons or entities (such as experts, courts, co-counsel, and/or administrators) to
8 whom the Parties agree disclosure must be made in order to effectuate the terms and conditions of
9 this Class Action Agreement.

10 17.5. Settlement Class Representatives and Class Counsel agree that confidential
11 information was made available to them solely through the settlement process provided pursuant
12 to the protections of Federal Rule of Evidence 408 and any equivalent rule in other states or
13 territories, and was made available on the condition that it not be disclosed to third parties (other
14 than experts or consultants retained by Settlement Class Representatives in connection with the
15 Action) or used for any purpose other than settlement of this Action. Nevertheless, nothing
16 contained herein shall prohibit Settlement Class Representatives from seeking certain confidential
17 information pertinent to this Class Action Agreement through informal confirmatory discovery,
18 even if not previously requested through formal discovery.

19 17.6. Information provided by Defendants and/or Defendants' counsel to Settlement
20 Class Representatives, Class Counsel, any individual Class Member, counsel for any individual
21 Class Member, and/or administrators, pursuant to the negotiation and implementation of this
22 Class Action Agreement, includes trade secrets and highly confidential and proprietary business
23 information and shall be deemed "Highly Confidential" pursuant to the protective orders that
24 have been or will be entered in the Action, and shall be subject to all of the provisions thereof.
25 Any materials inadvertently produced shall, upon any Defendants' request, be promptly returned
26 to the requesting Defendants' counsel, as appropriate, and there shall be no implied or express
27 waiver of any privileges, rights and defenses.
28

1 17.7. This Class Action Agreement, complete with its exhibits and all documents filed
2 with the Court, sets forth the entire agreement among the Parties with respect to its subject matter,
3 and it may not be altered, amended, or modified except by written instrument executed by
4 Plaintiffs' Lead Counsel and Defendants' Lead Counsel. The Parties expressly acknowledge that
5 no other agreements, arrangements, or understandings regarding vehicles not expressed in this
6 Class Action Agreement or the documents filed with the Court exist among or between them, and
7 that in deciding to enter into this Class Action Agreement, they have relied solely upon their own
8 judgment and knowledge. This Class Action Agreement and the accompanying documents filed
9 with the Court supersede any prior agreements, understandings, or undertakings (written or oral)
10 by and between the Parties regarding the subject matter of this Class Action Agreement.

11 17.8. This Class Action Agreement and any amendments thereto, and any dispute
12 arising out of or related to this Class Action Agreement, shall be governed by and interpreted
13 according to the Federal Rules of Civil Procedure and applicable jurisprudence relating thereto,
14 and the laws of the State of California notwithstanding its conflict of law provisions.

15 17.9. Any disagreement and/or action to enforce this Class Action Agreement shall be
16 commenced and maintained only in the United States District Court for the Northern District of
17 California.

18 17.10. Whenever this Class Action Agreement requires or contemplates that one of the
19 Parties shall or may give notice to the other, notice shall be provided by e-mail and/or next-day
20 (excluding Saturdays, Sundays and Federal Holidays) express delivery service as follows:

21 If to Defendants, then to:

22 Sharon L. Nelles
23 SULLIVAN & CROMWELL LLP
24 125 Broad Street
25 New York, New York 10004
26 Email: nelless@sullcrom.com

27 Cari K. Dawson
28 ALSTON & BIRD LLP
 1201 West Peachtree Street
 Atlanta, GA 30309-3424
 Email: cari.dawson@alston.com

1 If to the Class, then to:

2 Elizabeth J. Cabraser
3 LIEFF CABRASER HEIMANN & BERNSTEIN, LLP
4 275 Battery Street, 29th Floor
5 San Francisco, CA 94111
6 Email: ecabraser@lchb.com

7 17.11. All time periods in this Class Action Agreement shall be computed in calendar
8 days unless otherwise expressly provided. In computing any period of time in this Class Action
9 Agreement or by order of the Court, the day of the act or event shall not be included. The last day
10 of the period shall be included, unless it is a Saturday, a Sunday or a Federal Holiday, or, when
11 the act to be done is the filing of a paper in court, a day on which the court is closed, in which
12 case the period shall run until the end of the next day that is not one of the aforementioned days.
13 As used in this Class Action Agreement, "Federal Holiday" includes holidays designated in
14 Federal Rule of Civil Procedure 6(a) or by the Clerk of the United States District Court for the
15 Northern District of California.

16 17.12. The Parties reserve the right, subject to the Court's approval, to agree to any
17 reasonable extensions of time that might be necessary to carry out any of the provisions of this
18 Class Action Agreement.

19 17.13. The Class, Settlement Class Representatives, Class Counsel, Defendants, and/or
20 Defendants' Lead Counsel shall not be deemed to be the drafter of this Class Action Agreement
21 or of any particular provision, nor shall they argue that any particular provision should be
22 construed against its drafter. All Parties agree that this Class Action Agreement was drafted by
23 counsel for the Parties during extensive arm's-length negotiations. No parol or other evidence
24 may be offered to explain, construe, contradict, or clarify its terms, the intent of the Parties or
25 their counsel, or the circumstances under which this Class Action Agreement was made or
26 executed.

27 17.14. The Parties expressly acknowledge and agree that this Class Action Agreement
28 and its exhibits, along with all related drafts, motions, pleadings, conversations, negotiations,
related notes, and correspondence, constitute an offer of compromise and a compromise within

1 the meaning of Federal Rule of Evidence 408 and any equivalent rule of evidence in any state or
2 territory.

3 17.15. The Settlement Class Representatives expressly affirm that the allegations
4 contained in the Complaint were made in good faith, but consider it desirable for the Action to be
5 settled and dismissed as to the Class Vehicles only because of the substantial benefits that the
6 Settlement will provide to Class Members.

7 17.16. The Parties agree that the Class Action Agreement was reached voluntarily after
8 consultation with competent legal counsel.

9 17.17. Neither this Class Action Agreement nor any act performed or document executed
10 pursuant to or in furtherance of this Class Action Agreement is or may be deemed to be or may be
11 used or construed as an admission of, or evidence of, the validity of any of the Released Claims,
12 or of any wrongdoing or liability of any Released Parties; or is or may be deemed to be or may be
13 used or construed as an admission of, or evidence of, any fault or omission of any Released
14 Parties in any civil, criminal, regulatory, or administrative proceeding in any court, administrative
15 agency or other tribunal. Nor shall this Class Action Agreement be deemed an admission by any
16 Party as to the merits of any claim or defense.

17 17.18. Any of the Released Parties may file this Class Action Agreement and/or the Final
18 Approval Order in any action that may be brought against it in order to support any defense or
19 counterclaim, including without limitation those based on principles of *res judicata*, collateral
20 estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim
21 preclusion or issue preclusion or similar defense or counterclaim.

22 17.19. The Parties, their successors and assigns, and their counsel undertake to implement
23 the terms of this Class Action Agreement in good faith, and to use good faith in resolving any
24 disputes that may arise in the implementation of the terms of this Class Action Agreement.

25 17.20. The waiver by one Party of any breach of this Class Action Agreement by another
26 Party shall not be deemed a waiver of any prior or subsequent breach of this Class Action
27 Agreement.

28

1 17.21. If one Party to this Class Action Agreement considers another Party to be in
2 breach of its obligations under this Class Action Agreement, that Party must provide the
3 breaching Party with written notice of the alleged breach and provide a reasonable opportunity to
4 cure the breach before taking any action to enforce any rights under this Class Action Agreement.

5 17.22. The Parties, their successors and assigns, and their counsel agree to cooperate fully
6 with one another in seeking Court approval of this Class Action Agreement and to use their best
7 efforts to implement this Class Action Agreement.


8 17.23. This Class Action Agreement may be signed with an electronic or facsimile
9 signature and in counterparts, each of which shall constitute a duplicate original.

10 17.24. In the event any one or more of the provisions contained in this Class Action
11 Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect,
12 such invalidity, illegality, or unenforceability shall not affect any other provision if Defendants'
13 Lead Counsel on behalf of Defendants, and Plaintiffs' Lead Counsel, on behalf of Settlement
14 Class Representatives and Class Members, mutually agree in writing to proceed as if such invalid,
15 illegal, or unenforceable provision had never been included in this Class Action Agreement. Any
16 such agreement shall be reviewed and approved by the Court before it becomes effective.

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1 FOR CLASS COUNSEL:
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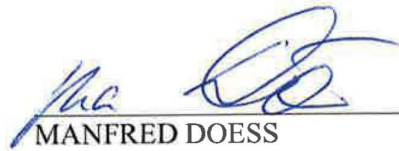
3 Date: July 8, 2019



4 Elizabeth J. Cabraser (State Bar No. 083151)
5 ecabraser@lchb.com
6 LIEFF CABRASER HEIMANN &
7 BERNSTEIN, LLP
8 275 Battery Street, 29th Floor
9 San Francisco, CA 94111-3339
10 Telephone: (415) 956-1000
11 Facsimile: (415) 956-1008
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1 FOR VOLKSWAGEN AG:
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3
4 Date:



MANFRED DOESS
VOLKSWAGEN AG
P.O. Box 1849
D-38436 Wolfsburg, Germany

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13 Date:



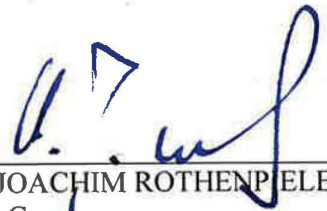
Hiltrud D. Werner
VOLKSWAGEN AG
P.O. Box 1849
D-38436 Wolfsburg, Germany

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FOR AUDI AG:

Date:



HANS-JOACHIM ROTHENPFELER
AUDI AG
Auto-Union-Straße 1
85045 Ingolstadt, Germany


Date:



MARTIN WAGENER
AUDI AG
Auto-Union-Straße 1
85045 Ingolstadt, Germany

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FOR BENTLEY MOTORS LIMITED:

Date: 20th June 2019. 

JUSTINE PRIDDING
BENTLEY MOTORS LIMITED
Pyms Lane
Crewe, Cheshire
CW1 3PL England

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FOR VOLKSWAGEN GROUP OF AMERICA, INC.:

Date:



DAVID DETWEILER
VOLKSWAGEN GROUP OF AMERICA, INC.
2200 Ferdinand Porsche Drive
Herndon, Virginia 20171

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FOR AUDI OF AMERICA, LLC:

Date: 07-03-19



CIAN O'BRIEN
AUDI OF AMERICA, LLC
2200 Ferdinand Porsche Drive
Herndon, Virginia 20171

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FOR BENTLEY MOTORS, INC.:

Date: 6/21/2019

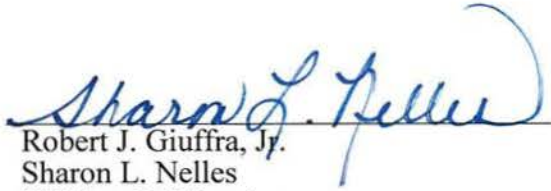


CHRISTOPHE GEORGES
BENTLEY MOTORS, INC.
2003 Edmund Halley Drive, Suite 300,
Reston, Virginia 20191

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COUNSEL FOR VOLKSWAGEN AG, AUDI AG, BENTLEY MOTORS LIMITED,
VOLKSWAGEN GROUP OF AMERICA, INC., AUDI OF AMERICA LLC, BENTLEY
MOTORS, INC.

July 8, 2019
Date



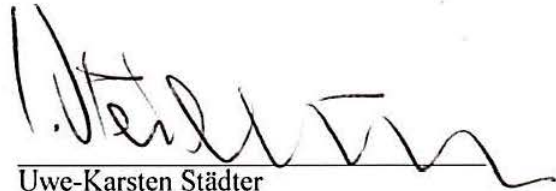
Robert J. Giuffra, Jr.
Sharon L. Nelles
William B. Monahan
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nelless@sullcrom.com
monahanw@sullcrom.com
SULLIVAN & CROMWELL LLP
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Laura Kabler Oswell
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oswelll@sullcrom.com

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FOR DR. ING. H.C. F. PORSCHE AG:

Date:



Uwe-Karsten Städter
Member of the Executive Board - Procurement

DR. ING. H.C. F. PORSCHE
AKTIENGESELLSCHAFT
Porschestrasse 911
71287 Weissach, Germany

1 FOR DR. ING. H.C. F. PORSCHE AG:
2
3

4 Date:



5 Lutz Meschke
6 Deputy Chairman and Member of the Executive
7 Board - Finance and IT

8 DR. ING. H.C. F. PORSCHE
9 AKTIENGESELLSCHAFT

10 Porscheplatz 1
11 70435 Stuttgart, Germany
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FOR PORSCHE CARS NORTH AMERICA, INC.:

Date:

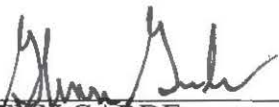


GEORGE FEYGIN
Vice President, General Counsel and Secretary
PORSCHE CARS NORTH AMERICA, INC.
1 Porsche Drive
Atlanta, Georgia 30354

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FOR PORSCHE CARS NORTH AMERICA, INC.:

Date:



GLENN GARDE
Vice President, After Sales
PORSCHE CARS NORTH AMERICA, INC.
1 Porsche Drive
Atlanta, Georgia 30354

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COUNSEL FOR DR. ING. H.C. F. PORSCHE AG and PORSCHE CARS NORTH AMERICA, INC.:

Date:



CARI K. DAWSON
Alston & Bird LLP
One Atlantic Center
1201 West Peachtree Street
Atlanta, Georgia 30309
Telephone: (404) 881-7766
Facsimile: (404) 253-8576
cdawson@alston.com

Exhibit A

MPG Differential and Cash Compensation for Each Class Vehicle

Make	Model	Engine Capacity (liters)	Model Year	Current Fuel Economy Label			Modified Fuel Economy Label			Compensation Per Month Owned/Leased ¹	Maximum Compensation Per VIN
				City	Hwy	Comb.	City	Hwy	Comb.		
Audi	A8L	4.0L	2015	18	29	22	18	29	21	\$11.10	\$1,065.60
Audi	A8L	6.3L	2013	13	21	16	13	20	15	\$21.30	\$2,044.80
Audi	A8L	6.3L	2014	13	21	16	13	20	15	\$21.30	\$2,044.80
Audi	A8L	6.3L	2015	14	22	17	13	22	16	\$18.80	\$1,804.80
Audi	A8L	6.3L	2016	14	22	17	13	22	16	\$18.80	\$1,804.80
Audi	RS7	4.0L	2014	16	27	19	15	27	19	\$8.00	\$768.00
Audi	RS7	4.0L	2015	15	25	18	14	25	18	\$9.00	\$864.00
Audi	RS7	4.0L	2016	15	25	18	14	25	18	\$9.00	\$864.00
Audi	S8	4.0L	2013	15	26	19	15	26	18	\$14.90	\$1,430.40
Audi	S8	4.0L	2014	15	26	19	15	26	18	\$14.90	\$1,430.40
Audi	S8	4.0L	2015	17	27	20	16	27	20	\$7.20	\$691.20
Audi	S8	4.0L	2016	15	25	19	15	25	18	\$14.90	\$1,430.40
Bentley	Continental GT	4.0L	2013	15	24	18	14	24	18	\$9.00	\$864.00
Bentley	Continental GT	4.0L	2014	15	24	18	14	24	18	\$9.00	\$864.00
Bentley	Continental GT	4.0L	2015	15	25	19	15	25	18	\$14.90	\$1,430.40
Bentley	Continental GT	4.0L	2016	15	25	19	15	25	18	\$14.90	\$1,430.40

¹ Class Members who held active leases as of the date of the Motion for Preliminary Approval will be entitled to compensation for the full duration of their lease. Class Members who owned their Class Vehicles as of the date of the Motion for Preliminary Approval will be entitled to compensation for the months they have owned their Class Vehicles, as well as any remaining months up to 96 months after the Class Vehicles were first sold.

Make	Model	Engine Capacity (liters)	Model Year	Current Fuel Economy Label			Modified Fuel Economy Label			Compensation Per Month Owned/Leased ¹	Maximum Compensation Per VIN
				City	Hwy	Comb.	City	Hwy	Comb.		
Bentley	Continental GT	4.0L	2017	15	25	19	15	25	18	\$14.90	\$1,430.40
Bentley	Continental GTC	4.0L	2013	14	24	17	13	24	17	\$10.10	\$969.60
Bentley	Continental GTC	4.0L	2014	14	24	17	14	23	17	\$8.20	\$787.20
Bentley	Continental GT Convertible	4.0L	2015	14	24	17	13	23	16	\$18.80	\$1,804.80
Bentley	Continental GT Convertible	4.0L	2016	14	24	17	13	23	16	\$18.80	\$1,804.80
Bentley	Continental GT Convertible	4.0L	2017	14	24	17	13	23	16	\$18.80	\$1,804.80
Bentley	Flying Spur	4.0L	2015	14	24	17	13	24	17	\$10.10	\$969.60
Bentley	Flying Spur	4.0L	2016	14	24	17	13	24	17	\$10.10	\$969.60
Bentley	Flying Spur	6.0L	2014	12	20	15	12	20	14	\$24.30	\$2,332.80
Bentley	Flying Spur	6.0L	2015	12	20	15	12	20	14	\$24.30	\$2,332.80
Bentley	Flying Spur	6.0L	2016	12	20	15	12	20	14	\$24.30	\$2,332.80
Porsche	Cayenne	3.6L	2013	17	23	19	16	23	19	\$8.00	\$768.00
Porsche	Cayenne	3.6L	2014	17	23	20	17	23	19	\$13.40	\$1,286.40
Porsche	Cayenne	3.6L	2016	19	24	21	17	24	20	\$12.20	\$1,171.20
Porsche	Cayenne GTS	3.6L	2016	16	23	19	16	23	18	\$14.90	\$1,430.40
Porsche	Cayenne GTS	4.8L	2013	15	21	17	14	20	16	\$18.80	\$1,804.80
Porsche	Cayenne GTS	4.8L	2014	15	21	17	14	20	16	\$18.80	\$1,804.80
Porsche	Cayenne S	3.6L	2015	17	24	20	16	24	19	\$13.40	\$1,286.40
Porsche	Cayenne S	3.6L	2016	17	24	20	16	24	19	\$13.40	\$1,286.40
Porsche	Cayenne S	4.8L	2013	16	22	18	15	22	18	\$9.00	\$864.00

Make	Model	Engine Capacity (liters)	Model Year	Current Fuel Economy Label			Modified Fuel Economy Label			Compensation Per Month Owned/Leased ¹	Maximum Compensation Per VIN
				City	Hwy	Comb.	City	Hwy	Comb.		
Porsche	Cayenne S	4.8L	2014	16	22	18	15	22	18	\$9.00	\$864.00
Porsche	Cayenne Turbo	4.8L	2013	15	22	17	14	21	17	\$18.80	\$1,804.80
Porsche	Cayenne Turbo	4.8L	2014	15	22	17	14	21	17	\$18.80	\$1,804.80
Porsche	Cayenne Turbo S	4.8L	2014	14	20	16	13	20	15	\$21.30	\$2,044.80
Porsche	Cayenne Turbo S	4.8L	2016	14	21	17	14	21	16	\$18.80	\$1,804.80
Volkswagen	Tiguan 4MOTION	2.0L	2017	20	24	21	20	23	21	\$5.40	\$518.40
Volkswagen	Touareg	3.6L	2013	17	23	19	16	23	19	\$8.00	\$768.00
Volkswagen	Touareg	3.6L	2014	17	23	19	16	23	19	\$8.00	\$768.00

Exhibit B

Individual Release of Claims

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 [REDACTED].

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.

