

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
NORTHERN DIVISION

JASON COUNTS, *et al.*, individually,
and on behalf of THEMSELVES AND
ALL OTHERS similarly situated,

Plaintiffs,

v.

GENERAL MOTORS LLC and
ROBERT BOSCH LLC,

No. 1:16-cv-12541-TLL-PTM

Honorable Thomas L. Ludington

Magistrate Judge Patricia T. Morris

**CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE
(BOSCH LLC)**

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1. THE PROPOSED SETTLEMENT

On July 7, 2016, Plaintiffs filed this lawsuit (“Action”) against General Motors LLC (“GM”) in the United States District Court for the Eastern District of Michigan, on behalf of a nationwide putative class of current and former owners and lessees (“Class Members”) of GM’s model years 2014-2015 Chevrolet Cruze diesel vehicles (“Class Vehicles”). The complaint was amended on June 11, 2018, to add Robert Bosch GmbH (“Bosch GmbH”) and Robert Bosch LLC (“Bosch LLC”) as defendants. *See* First Amended Class Action Complaint, ECF No. 95 (June 11, 2018). Plaintiffs dismissed Bosch GmbH from the Action on February 25, 2020. *See* ECF No. 317.

Bosch LLC denies the material factual allegations and legal claims asserted by the Plaintiffs and Class Members in the Action, including, but not limited to, all charges of wrongdoing or liability, or allegations of defect, arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Action.

After extensive litigation and settlement efforts, Plaintiffs and Bosch LLC have reached this agreement to resolve Class Members’ claims against Bosch LLC related to the Class Vehicles (“Class Action Agreement” or “Agreement”). As detailed below, the Class Action Agreement, if approved by the Court, provides substantial compensation to all Class Members.

2. DEFINITIONS

As used in this Class Action Agreement, including the attached Exhibits, the terms below have the following meanings, unless this Class Action Agreement specifically provides otherwise.

2.1. “Action” means *Counts v. General Motors LLC and Robert Bosch LLC*, No. 1:16-CV-12541-TLL-PTM (E.D. Mich.).

2.2. “Benefits” means all consideration made available to the Class Members pursuant to this Class Action Settlement, including, but not limited to, Class Member Payments.

2.3. “Bosch LLC” means defendant Robert Bosch LLC.

2.4. “Bosch LLC’s Lead Counsel” means Carmine D. Boccuzzi, Jr., and Abena A. Mainoo of Cleary Gottlieb Steen & Hamilton LLP.

2.5. “Claim” means the claim of any Class Member or his, her, or its representative submitted on a Claim Form as provided in this Class Action Agreement. Class Members will not be required to submit more than one Claim Form per Class Vehicle to receive Benefits.

2.6. “Claim Form” means the paper or online form used to submit a Claim under this Class Action Agreement.

2.7. “Claim Submission Deadline for Eligible Former Owners/Lessees” means the latest date by which an Eligible Former Owner/Lessee may submit a

Claim to participate in the Claims Program. The Claim Submission Deadline for Eligible Former Owners/Lessees will be the later of (1) 90 days after the Notice Date; or (2) 14 days after the date of the Final Approval Order; provided that, in the event the Final Approval Order is not entered before January 18, 2024, the Claim Submission Deadline for Eligible Former Owners/Lessees shall be February 1, 2024.

2.8. “Claim Submission Deadline for Eligible Current Owners/Lessees” means the latest date by which an Eligible Current Owner/Lessee may submit a Claim to participate in the Claims Program. The Claim Submission Deadline for Eligible Current Owners/Lessees is February 1, 2024.

2.9. “Claim Submission Deadlines” refers to the Claim Submission Deadline for Eligible Former Owners/Lessees and Claim Submission Deadline for Eligible Current Owners/Lessees collectively.

2.10. “Claims Program” means the program through which Class Members may file Claims and, if eligible, obtain Benefits under this Class Action Agreement, as described in the Declaration of Jennifer M. Keough Regarding Proposed Notice Program.

2.11. “Class” means, for purposes of this Class Action Settlement only, a nationwide putative class, including territories of the United States, of all Persons

who on or before the Settlement Announcement Date owned or leased a Class Vehicle. The following entities and individuals are excluded from the Class:

- (a) Bosch LLC and its officers, directors and employees, and Bosch LLC's corporate affiliates and corporate affiliates' officers, directors and employees;
- (b) Judicial officers and their immediate family members and associated court staff assigned to this case;
- (c) Persons who have settled with, released, or otherwise had claims adjudicated on the merits against Bosch LLC arising from the same core allegations or circumstances as the Action;
- (d) All Persons otherwise in the Class who timely and properly exclude themselves from the Class as provided in this Class Action Agreement; and
- (e) GM and its officers, directors and employees, and GM's corporate affiliates and corporate affiliates' officers, directors and employees.

2.12. "Class Action Agreement" means this Settlement Agreement and the exhibits attached hereto, including any amendments or any exhibits to such amendments. The Class Action Agreement may alternatively be referred to as the "Agreement" or the "Class Action Settlement."

2.13. “Class Counsel” means Steve W. Berman of Hagens Berman Sobol Shapiro LLP; Christopher A. Seeger of Seeger Weiss LLP; and James E. Cecchi of Carella, Byrne, Cecchi, Brody & Agnello, PC.

2.14. “Class Member” means a Person who meets the Class definition set forth in Section 2.11 of this Class Action Agreement and who has not timely opted-out of the Class pursuant to the procedures set forth in Section 6.

2.15. “Class Member Payment” means the monetary compensation that Bosch LLC shall pay for eligible Class Members who do not opt-out of the Class and who submit a Valid Claim, on the conditions set forth in Section 4.

2.16. “Class Notice Program” means the program for distributing information about the Class Action Agreement to Class Members.

2.17. “Class Vehicles” means the model years 2014-2015 Chevrolet Cruze diesel vehicles.

2.18. “Complaint” means the First Amended Class Action Complaint (ECF No. 95) filed in the Action on June 11, 2018.

2.19. “Court” means the United States District Court for the Eastern District Michigan.

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

2.21. “Eligible Current Owners/Lessees” means Class Members who (1) are leasing a Class Vehicle as of the Settlement Announcement Date; or (2) own a Class Vehicle as of the Settlement Announcement Date.

2.22. “Eligible Former Owners/Lessees” means Class Members who (1) leased a Class Vehicle prior to the Settlement Announcement Date, and surrendered the Class Vehicle before the Settlement Announcement Date; and/or (2) owned a Class Vehicle prior to the Settlement Announcement Date, and sold or otherwise transferred ownership of the Class Vehicle before the Settlement Announcement Date.

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

2.24. “Escrow Agent” means the entity agreed upon by Class Counsel and Bosch LLC’s Lead Counsel to address and hold for distribution the funds identified in this Class Action Agreement pursuant to the terms of the Escrow Agreement. That agreed-upon entity is JND Legal Administration.

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

2.26. “Escrow Period” commences upon the first deposit of funds into the Escrow Account and shall continue through and including the date when the Claim Submission Deadlines have passed, and the Parties agree that all Claims for a Class Member Payment have been resolved.

2.27. “Fairness Hearing” means the hearing held by the Court to determine whether to approve this Class Action Agreement as fair, reasonable, and adequate.

2.28. “Final Approval Order” means the order that may, at the discretion of the Court, be entered by the Court granting final approval of the Class Action Agreement.

2.29. “GM” means defendant General Motors LLC.

2.30. “Individual Release” means the release that Class Members must execute to receive a Class Member Payment, under Section 9 of this Class Action Agreement. The Individual Release binds Class Members when they receive a Class Member Payment and will remain valid and effective even if the Final Approval Order is later reversed and/or vacated on appeal or this Class Action Agreement is terminated, abrogated, or otherwise voided in whole or in part.

2.31. “Long Form Notice” means the Long Form Notice substantially in the form attached to the Declaration of Jennifer M. Keough Regarding Proposed Notice Program.

2.32. “Notice Date” means the first day on which the Settlement Administrator disseminates the Short Form Notice.

2.33. “Opt-Out Deadline” means the last day a Person within the definition of the Class may opt-out of the Class Action Settlement, which is 60 days from the Notice Date.

2.34. “Parties” means the Settlement Class Representatives and Bosch LLC, collectively, as each of those terms is defined in this Class Action Agreement.

2.35. “Party” means the Settlement Class Representatives or Bosch LLC, as applicable.

2.36. “Person” or “Persons” includes individuals and entities.

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

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

2.37.2. if any appeal has been taken from the Final Approval Order, “Post-Appeal Date” means the date on which all appeals therefrom, including petitions for rehearing or reargument, petitions for rehearing *en banc* and petitions for a writ of

certiorari or any other form of review, have been fully disposed of in a manner that affirms the Final Approval Order; or

2.37.3. if Class Counsel and Bosch LLC agree in writing, the “Post-Appeal Date” can occur on any other earlier agreed date.

2.38. “Release” means the release and waiver described in Section 9 of this Class Action Agreement and in the Final Approval Order.

2.39. “Released Party” or “Released Parties” has the definition set forth in Section 9 of this Class Action Agreement.

2.40. “Releasing Party” or “Releasing Parties” has the definition set forth in Section 9.3 of this Class Action Agreement.

2.41. “Service Awards” means such funds as may be awarded by the Court to Settlement Class Representatives to compensate them for their participation in the Action, under Section 11 of this Agreement.

2.42. “Settlement Administrator” means the third-party agent agreed to by the Parties and appointed by the Court to oversee the Claims Program, including the Claims process described in Section 5, and to implement the Class Notice Program. The Parties agree that JND Legal Administration shall serve as the Settlement Administrator, subject to approval by the Court.

2.43. “Settlement Class Representative” means a Plaintiff who meets the Class Member definition set forth in Section 2.14 of this Class Action Agreement, and who has agreed to represent the Class for purposes of obtaining approval of, and effectuating, this Class Action Agreement, as listed in the moving papers submitted for the motion for preliminary approval of this Class Action Agreement.

2.44. “Settlement Website” means the public website that provides information and key filings regarding the Class Action Settlement, including frequently asked questions. Class Members will be able to access a “Claims Portal” on the Settlement Website. The Settlement Website shall be maintained by the Settlement Administrator in consultation with Class Counsel and Bosch LLC’s Lead Counsel.

2.45. “Settlement Announcement Date” means January 12, 2023.

2.46. “Short Form Notice” means the Short Form Notice(s) substantially in the form as attached to the Declaration of Jennifer M. Keough Regarding Proposed Notice Program.

2.47. “Valid Claim” means a Claim that is accurate, truthful, complete, executed by a Class Member or authorized representative, and submitted to the Settlement Administrator by the applicable Claim Submission Deadline. A Valid Claim must include a fully executed Individual Release and all required documentation.

2.48. “VIN” means the unique alphanumeric vehicle identification number assigned to each vehicle.

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

2.50. The terms “he or she” and “his or her” include “it” or “its” where applicable; the terms “they” or “their” include “he,” “she,” “his,” “her,” “it,” or “its,” as applicable.

3. ORDER APPROVING NOTICE

3.1. Promptly after this Agreement is fully executed, the Parties shall file the Agreement with the Court, together with a motion to approve notice to the Class. Simultaneously, the Settlement Class Representatives shall move for certification of the Class for settlement purposes only and for entry of an order preliminarily approving the Class Action Settlement (“Preliminary Approval Order”), pursuant to Federal Rule of Civil Procedure 23(a), 23(b)(3), and 23(e). It is expressly agreed that any certification of the Class shall be for settlement purposes only, and Bosch LLC does not waive any arguments that it may have that class certification for any other purpose would be improper.

3.2. Upon entry of the Preliminary Approval Order, all proceedings in this Action pertaining specifically to Bosch LLC, other than the proceedings necessary

to effectuate this Class Action Agreement, shall be discontinued unless otherwise ordered by the Court.

3.3. The Parties shall take all reasonable actions and steps reasonably necessary to obtain a Preliminary Approval Order and Final Approval Order from the Court and to fully implement and effectuate this Class Action Settlement. For the avoidance of doubt, nothing in this Section 3.3 shall limit the Parties' modification or termination rights outlined in Section 13.

4. CLASS MEMBER COMPENSATION AND REMEDIES

4.1. **Overview of Benefits.** The Class Action Agreement provides substantial compensation to owners and lessees, as detailed in this Section. The compensation described in this Section is available only to Class Members who do not opt-out and who submit a Valid Claim under this Agreement.

4.2. **Overview of Distribution.** Class Member Payments will be a maximum payment per Class Vehicle VIN of \$190 to be allocated among eligible current and former owners and lessees of such Class Vehicle VIN as provided below, less any (i) attorneys' fees and expenses and Service Awards as may be awarded by the Court with respect to this Agreement and (ii) notice and administration costs paid under Section 8 of this Agreement.

4.2.1. **Eligible Current Owner/Lessee Payment.** Eligible Current Owners/Lessees who submit a Valid Claim are entitled to a

Class Member Payment. The Class Member Payment for Eligible Current Owners/Lessees will be \$190 per Class Vehicle VIN (less the pro rata share of attorneys' fees and expenses, Service Awards, and notice and administrative costs), unless an Eligible Former Owner/Lessee files a Valid Claim for that same Class Vehicle VIN, in which case the Class Member Payment for the Eligible Current Owner/Lessee will be divided among all Eligible Former Owner(s)/Lessee(s) and the Eligible Current Owner/Lessee who submit Valid Claims pursuant to Section 4.2.

4.2.2. **Eligible Former Owner/Lessee Payment.** Eligible Former Owners/Lessees who submit a Valid Claim are entitled to a Class Member Payment. The Class Member Payment for an Eligible Former Owner/Lessee will be \$190 (less the pro rata share of attorneys' fees and expenses, Service Awards, and notice and administrative costs) per Class Vehicle VIN if the Eligible Current Owner/Lessee does not submit a Valid Claim for that same Class Vehicle VIN and no other Eligible Former Owner/Lessee submits a Valid Claim for that same Class Vehicle VIN. In the event that the Eligible Current

Owner/Lessee does submit a Valid Claim for that same Class Vehicle VIN, or multiple Eligible Former Owners/Lessees submit a Valid Claim for that same Class Vehicle VIN, the Class Member Payment for all Eligible Former and Current Owners/Lessees will be a pro rata share of the \$190 per Class Vehicle VIN payment (less the pro rata share of attorneys' fees and expenses, Service Awards, and notice and administrative costs).

4.2.3. There shall be no contingent payments under this Agreement.

4.2.4. Notwithstanding any other provision herein, the Parties agree that Bosch LLC shall not pay Eligible Current Owners/Lessees and Eligible Former Owners/Lessees more than \$2,375,000 total, or more than the \$190 maximum amount (inclusive of attorneys' fees and expenses, Service Awards, and notice and administration costs) for any specific Class Vehicle VIN under the terms of this Class Action Agreement. For the avoidance of doubt, the Parties agree that this is a claims-made settlement, meaning that Bosch LLC must make payments only up to the maximum amount

for any Class Vehicle VIN under the terms of this Class Action Agreement.

4.3. **Responsibility for Required Payments by Bosch LLC.** Bosch LLC's obligations under this Class Action Agreement are limited solely to the payment of not more than \$2,375,000 in accordance with the terms of this Class Action Agreement. Bosch LLC's obligations under the Class Action Agreement apply to and are binding on Bosch LLC and any successors, assigns, or other entities or Persons otherwise bound by law to satisfy their obligations.

4.4. **Tax Implications.** Class Members should consult their personal tax advisor for assistance regarding any tax ramifications of this Class Action Settlement. Neither Class Counsel nor Bosch LLC and its counsel are providing any opinion or advice as to the tax consequences or liabilities of Class Members as a result of any payments or Benefits under this Class Action Settlement.

5. **CLASS CLAIMS PROCESS AND ADMINISTRATION**

5.1. The Settlement Administrator shall be responsible for overseeing the implementation and administration of the Claims Program, including validation of eligibility and approval of payments to Class Members.

5.2. Any Class Member whose filed Claim is approved by the Settlement Administrator will receive a Class Member Payment.

5.3. The Court retains ongoing and exclusive jurisdiction and independent case management authority, under Fed. R. Civ. P. 23, regarding the general operation of the Claims Program and those appointed to implement and oversee it.

6. REQUESTS FOR EXCLUSION

6.1. **Manner of Opting Out.** The Class Notice Program will provide instructions regarding the procedures that must be followed to opt-out of the Class pursuant to Federal Rule of Civil Procedure 23(c)(2)(B)(v). The Parties agree that, to validly opt-out from the Class, a Person must personally sign and date, and send a written request to opt-out stating “I have reviewed the Long Form Notice and wish to exclude myself from the Class in *Counts v. General Motors LLC and Robert Bosch LLC*, 1:16-cv-12541-TLL-PTM” (or substantially similar clear and unambiguous language) to the Settlement Administrator. The written request to opt-out must be postmarked on or before the Opt-Out Deadline, and must include: (1) the Person’s name, address, telephone number, (2) the VIN of the Class Vehicle(s) forming the basis of the Person’s inclusion in the Class definition and a statement as to whether the Person owns/owned or leases/leased the Class Vehicle(s), and (3) a “wet” signature not affixed via electronic means. If a question is raised about the authenticity of a request to opt-out, the Settlement Administrator will have the right to demand additional proof of the Person’s identity and intent. The Parties retain discretion to determine whether any opt-out

request substantially complies with the requirements above. The Settlement Administrator will provide biweekly summary reports and copies of all opt-out requests to Class Counsel and Bosch LLC's Lead Counsel. Opt-out requests that are signed by an attorney but not by the Person requesting to be excluded from the Class are invalid.

6.2. **Opt-Out Deadline.** Requests to opt-out must be postmarked no later than 60 days from the Notice Date.

6.3. **Consequences of Failure to Opt-Out in a Timely and Proper Manner.** All Persons fitting the Class definition who do not timely and properly opt-out of the Class will in all respects be bound by all terms of this Class Action Agreement, including the Release, and the Final Approval Order upon the Effective Date.

6.4. **Opting Out and Objecting Are Mutually Exclusive Options.** Any Person who opts out pursuant to this Section 6 may not also object to the Class Action Settlement. Any Class Member who elects to object pursuant to Section 7 herein may not also opt-out pursuant to this Section.

7. **OBJECTIONS TO THE SETTLEMENT**

7.1. **Manner of Objecting.** The Class Notice Program will provide instructions regarding the procedures that must be followed to object to the Class Action Settlement pursuant to Federal Rule of Civil Procedure 23(e)(5). Provided

that a Class Member has not submitted a written request to opt-out, as set forth in Section 6, the Class Member may present a written statement of objection(s), if any, explaining why he or she believes the Class Action Settlement should not be approved by the Court as fair, reasonable, and adequate. No later than 60 days after the Notice Date, a Class Member who wishes to object to any aspect of the Class Action Settlement must file with the Court, or as the Court otherwise may direct, a written statement of the objection(s) and serve the objection on Class Counsel and Bosch LLC's Lead Counsel. The written statement of objection(s) must include: (1) a statement as to whether it applies only to the objector, to a specific subset of the Class, or to the entire Class, and also state with specificity the grounds for the objection, including any evidence and legal authority the Class Member wishes to bring to the Court's attention; (2) the Class Member's printed name, address, and telephone number; (3) the VIN of the Class Vehicle(s) forming the basis of the Class Member's inclusion in the Class and the beginning and end dates (if applicable) of the Class Member's ownership or lease of the Class Vehicle(s); (4) a statement that the Class Member has reviewed the Class definition and has not opted out of the Class; (5) any supporting papers, materials, or briefs the Class Member wishes the Court to consider when reviewing the objection; (6) a statement of whether the Class Member intends to appear at the

final approval hearing; and (7) a dated “wet” signature of the Class Member not affixed by electronic means.

7.2. Objecting Through Counsel. A Class Member may submit a written statement of objection(s) on his or her own behalf or through a lawyer hired at that Class Member’s own expense, provided the Class Member has not submitted a written request to opt-out, as set forth in Section 6. Lawyers asserting objections on behalf of Class Members must: (1) file a notice of appearance with the Court by the deadline set by the Court in the Preliminary Approval Order, or as the Court otherwise may direct; (2) file a sworn declaration attesting to his or her representation of each Class Member on whose behalf the objection is being filed or file (*in camera*) a copy of the contract between that lawyer and each such Class Member; and (3) comply with the requirements and procedures described in this Section 7, including the provision of all information set forth in Section 7. Lawyers asserting objections on behalf of Class Members also must file a sworn declaration that specifies the number of times during the prior five-year period they have objected to a class action settlement on their own behalf or on behalf of a member of a class.

7.3. Intent to Appear at the Fairness Hearing. A Class Member (or counsel individually representing him or her, if any) seeking to make an appearance at the Fairness Hearing must file with the Court, by the deadline set by

the Court in the Preliminary Approval Order, a written notice of his or her intent to appear at the Fairness Hearing, in accordance with the requirements set forth in the Preliminary Approval Order, or by such time and in such manner as the Court may otherwise direct. A Class Member who does not timely submit a notice of intent to appear at the Fairness Hearing in accordance with all of the requirements of this Section 7 shall not be allowed to appear at the hearing. The Court may hold the Fairness Hearing via videoconference or teleconference.

7.4. Consequences of Failure to Object in a Timely and Proper Manner. Unless the Court directs otherwise, any Class Member who fails to comply with the provisions of this Section will waive and forfeit all rights he, she, or it may have to object to the Class Action Settlement and/or to appear and be heard on said objection at the Fairness Hearing. Failure to object waives a Class Member's right to appeal the Final Approval Order.

8. DUTIES OF THE SETTLEMENT ADMINISTRATOR AND NOTICE TO THE CLASS

8.1. The Settlement Administrator shall be responsible for the Class Notice Program consisting of, without limitation: (1) printing, mailing by First-Class U.S. Mail, postage paid, or arranging for the mailing of, and/or emailing of, the Long Form Notice and/or Short Form Notice; (2) updating Class Member address information prior to mailing using the National Change of Address (NCOA) system; (3) handling returned notice-related mail not delivered to Class

Members; (4) attempting to obtain updated address information for any Short Form Notices returned without a forwarding address; (5) establishing a post-office box for the receipt of any correspondence; (6) responding to requests from Class Counsel or Bosch LLC's Lead Counsel; (7) assisting in the creation of Notice-related content for the Settlement Website to which Class Members may refer for information about the Action and the Class Action Settlement; (8) otherwise implementing and/or assisting with the dissemination of the notice of the Class Action Settlement; (9) consulting on the Settlement Website during the Escrow Period; and (10) processing and issuing the Class Member Payments from the Escrow Account in accordance with this Agreement.

8.2. The Settlement Administrator shall be responsible for arranging for the publication of notice in accordance with the Class Notice Program and ordered by the Court, and for consulting on other aspects of the Class Notice Program.

8.3. Notice and administration costs, as agreed to by the Parties, will be paid from the Escrow Account. Notice and administration costs will be paid out of Bosch LLC's maximum, claims-made \$190 per Class Vehicle VIN contribution to the Escrow Account under Section 4 of this Class Action Agreement. For the avoidance of doubt, the Parties agree that the only payments to be made by Bosch LLC for notice and administration costs are those to the Escrow Account as

provided in this Section 8. No additional amounts of money will be paid by Bosch LLC for notice and administration costs.

8.4. Bosch LLC shall advance and deposit into the Escrow Account \$250,000 for payment of notice and administration costs within 30 days of the Preliminary Approval Order.

8.5. To the extent that such notice and administration costs are less than \$250,000, any remaining payments shall be allocated to Class Member Payments, provided that such allocation to Class Member Payments does not result in any Class Member receiving payment exceeding \$190 per Class Vehicle VIN, inclusive of any attorney's fees and expenses, Service Awards, and notice and administration costs. Any remaining funds in excess of \$190 times the number of Valid Claims shall revert to Bosch LLC.

8.6. Within 10 days after this Class Action Agreement is filed in Court, the Settlement Administrator will cause a notice of the proposed settlement consisting of the materials required by the Class Action Fairness Act (28 U.S.C. § 1715) ("CAFA") to be served on the appropriate state official in each state of the United States as well as the appropriate federal officials. Within 15 days after the Notice Date, the Settlement Administrator shall provide declarations to the Court, with a copy to Class Counsel and Bosch LLC's Lead Counsel, attesting to the measures undertaken to provide notice as directed by CAFA.

8.7. No later than 10 days before the Fairness Hearing, the Settlement Administrator shall file with the Court a list of those Persons who have opted out or excluded themselves from the settlement. The Settlement Administrator shall file with the Court the details outlining the scope, method and results of the Class Notice Program.

8.8. The Settlement Administrator and the Parties shall promptly after receipt provide copies of any requests for exclusion, objections and/or related correspondence to each other.

9. RELEASE AND WAIVER

9.1. The Parties agree to the following release and waiver (“Release”), which shall take effect on entry of the Final Approval Order. The terms of the Release are a material term of the Class Action Agreement and will be reflected in the Final Approval Order.

9.2. **Released Parties.** “Released Parties” means any Person who, or entity that, is or could be responsible or liable in any way at all whether directly or indirectly, for the Action or the claims asserted therein, and includes, without limitation, (1) Robert Bosch LLC and any former, present, and future owners, shareholders (direct or indirect), members (direct or indirect), directors, officers, members of management or supervisory boards, employees, attorneys, affiliates, parent companies (direct or indirect), subsidiaries (direct or indirect), predecessors,

and successors of any of the foregoing (“Released Entity”); (2) all contractors, subcontractors, joint venture partners, consultants, auditors, dealers, and suppliers of the Released Entity; (3) all Persons and entities indemnified by or with a potential claim for indemnification from the Released Entity with respect to the Action; (4) the Settlement Administrator; (5) lenders, creditors, financial institutions, or any other parties that financed any purchase or lease of a Class Vehicle; (6) for each of the foregoing, their former, present, and future affiliates, parent companies, subsidiaries, predecessors, successors, shareholders, indemnitors, subrogees, spouses, joint venturers, general or limited partners, attorneys, assigns, principals, officers, directors, members of management or supervisory boards, employees, members, agents, representatives, trustees, insurers, reinsurers, heirs, beneficiaries, wards, estates, executors, administrators, receivers, conservators, personal representatives, divisions, dealers, and suppliers; and (7) any other Person or entity that is or could be alleged to be responsible or liable in any way at all whether directly or indirectly, for all claims that are, were, or could have been asserted in the Action against Bosch LLC. For the avoidance of doubt, Released Parties does not include GM.

9.3. Class Release. In consideration for the Class Member Payment, Class Members, on behalf of themselves and their agents, heirs, executors and administrators, successors, assigns, insurers, attorneys (including any attorney

engaged by Class Members who is not Class Counsel), representatives, shareholders, owners associations, and any other legal or natural persons who may claim by, through, or under them (“Releasing Parties”), fully, finally, irrevocably, and forever release, waive, discharge, relinquish, settle, and acquit all claims, demands, actions, or causes of action, of any kind or nature whether in law or in equity, contractual, quasi-contractual or statutory, known or unknown, direct, indirect or consequential, liquidated or unliquidated, past, present or future, foreseen or unforeseen, developed or undeveloped, contingent or non-contingent, suspected or unsuspected, whether or not concealed or hidden, as to the Released Parties and arising from or in any way related to the Action, including without limitation (1) any claims or allegations that are, were, or could have been asserted against the Released Parties in the Action; and (2) any claims for fines, penalties, economic damages, punitive damages, exemplary damages, statutory damages, liens, injunctive relief, attorneys’ fees, expert, consultant, or other litigation fees or costs from the Released Parties, or (3) any other liabilities that were or could have been asserted in any civil, administrative, or other proceeding, including arbitration, against the Released Parties (“Released Claims”). The Released Claims include without limitation all such claims, demands, actions, or causes of action regardless of the legal or equitable theory or nature under which they are based or advanced including, without limitation, legal and/or equitable theories

under any federal, state, provincial, local, tribal, administrative, or international law, or statute, ordinance, code, rule, regulation, contract, common law, equity, or any other source, and whether based in strict liability, negligence, gross negligence, punitive damages, nuisance, trespass, breach of warranty, misrepresentation, breach of contract, fraud, or any other legal or equitable theory, whether existing under the laws of the United States, a State, territory, or possession of the United States, or of any other foreign or domestic state, territory, county, city, or municipality, or any other legal or governmental body, whether existing now or arising in the future, that arise from, in whole or in part, or in any way relate to the Action. Notwithstanding the foregoing, this Agreement does not release any claims for wrongful death or personal injury.

9.4. Possible Future Claims. For the avoidance of doubt, Class Counsel, the Settlement Class Representatives, and Class Members expressly understand and acknowledge that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true, related to the Action, the Released Claims, and/or the Release herein. Nevertheless, it is the intention of Class Counsel, the Settlement Class Representatives, and Class Members in executing this Class Action Agreement to fully, finally, irrevocably, and forever release, waive, discharge, relinquish, settle, and acquit all such matters and Released Claims, which exist, hereafter may exist,

or might have existed (whether or not previously or currently asserted in any action or proceeding) which Class Members could have raised in the Action.

9.5. **Waiver of California Civil Code Section 1542 and Analogous Provisions.** Settlement Class Representatives expressly understand and acknowledge, and Class Members will be deemed to 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.**” Each Settlement Class Representative expressly acknowledges that he, she, or it has been advised by Class Counsel of the contents and effect of Section 1542 of the California Civil Code and that he, she, or it has considered the possibility that the number or magnitude of all claims may not currently be known. To ensure that this Release is interpreted fully in accordance with its terms, Class Members expressly waive and relinquish all rights and benefits that they may have under Section 1542 of the California Civil Code to the extent that Section 1542 of the California Civil Code may apply to the Release. Class Members likewise expressly waive and relinquish any rights or benefits of

any law of any State, territory, county, municipality, or city of the United States, federal law or principle of common law, or of international, foreign, or tribal law, which is similar, comparable, analogous, or equivalent to Section 1542 of the California Civil Code to the extent that such laws or principles may apply to the Release.

9.6. Individual Release. Each Class Member who submits a Claim shall be required to execute an Individual Release, in the form attached as Exhibit 1, as a precondition to receiving a Class Member Payment. Consistent with the Release provided in this Agreement, the Individual Release will provide that the Class Member releases all the Released Parties from all present and future claims (as described in this Section 9) arising out of or related to the Action. The Individual Release binds Class Members when they receive a Class Member Payment and shall remain valid and effective even if the Final Approval Order is reversed and/or vacated on appeal or if this Class Action Agreement is terminated, abrogated, or otherwise voided in whole or in part.

9.7. Actions or Proceedings Involving Released Claims. Class Members who do not opt-out expressly agree that this Release, and the Final Approval Order, each is, will be, and may be raised as a complete defense to, and will preclude, any action or proceeding specified in, or involving claims encompassed by, this Release. Class Members who do not opt-out shall not now

or hereafter institute, maintain, prosecute, assert, and/or cooperate in the institution, commencement, filing or prosecution of any suit, action, and/or other proceeding, against the Released Parties with respect to the claims, causes of action and/or any other matters subject to this Release. To the extent that they have initiated, or caused to be initiated, any suit, action, or proceeding not already encompassed by the Action, Class Members who do not opt-out shall promptly cause their claims in any such suit, action, or proceeding to be dismissed with prejudice. If a Class Member who does not opt-out commences, files, initiates, or institutes any new legal action or other proceeding for any Released Claim against any Released Party in any federal or state court, arbitral tribunal, or administrative or other forum, (1) such legal action or other proceeding shall be dismissed with prejudice and at that Class Member's cost; and (2) any refusal or failure to immediately dismiss such claims shall provide a basis for any Released Party to seek an injunction, sanctions, or other appropriate relief; and (3) the respective Released Party shall be entitled to recover all reasonable related costs and expenses from that Class Member arising as a result of that Class Member's breach of his, her, or its obligations under this Release. Within five business days of the Post-Appeal Date, Class Counsel will dismiss the Complaint with prejudice as to Bosch LLC.

9.8. Ownership of Released Claims. Settlement Class Representatives represent and warrant that they are the sole and exclusive owners of any claims that they are releasing under this Class Action Agreement. Settlement Class Representatives further acknowledge that they have not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the Action, including, without limitation, any claim for Benefits, proceeds or value under the Action, and that Settlement Class Representatives are unaware of anyone other than themselves claiming any interest, in whole or in part, in any Benefits, proceeds or values to which Settlement Class Representatives may be entitled as a result of the Action. Class Members submitting a Claim Form shall represent and warrant therein that they are the sole and exclusive owner of all claims that they are releasing under the Class Action Agreement and that they have not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the Action, including, without limitation, any claim for Benefits, proceeds or value under the Action, and that such Class Members are unaware of anyone other than themselves claiming any interest, in whole or in part, in any Benefits, proceeds or values to which those Class Members may be entitled as a result of the Action.

9.9. **Total Satisfaction of Released Claims.** Any Benefits under the Class Action Agreement are in full, complete, and total satisfaction of all the Released Claims against the Released Parties. Such Benefits are sufficient and adequate consideration for every term of this Release, and this Release shall be irrevocably binding on Settlement Class Representatives and Class Members who do not opt-out of the Class.

9.10. **Class Release Not Conditioned on Claim or Payment.** The Release specified in Section 9.3 (“Class Release”) shall be effective with respect to all Releasing Parties, including all Class Members who do not opt-out, regardless of whether those Class Members ultimately submit a Claim or receive payment under this Class Action Agreement.

9.11. **Basis for Entering Release.** Class Counsel acknowledge that they have conducted sufficient independent investigation and discovery to enter into this Class Action Agreement and that they execute this Class Action Agreement freely, voluntarily, and without being pressured or influenced by, or relying on any statements, representations, promises, or inducements made by the Released Parties or any Person or entity representing the Released Parties, other than as set forth in this Class Action Agreement. Settlement Class Representatives acknowledge, agree, and specifically represent and warrant that they have discussed with Class Counsel the terms of this Class Action Agreement and have

received legal advice with respect to the advisability of entering into this Class Action Agreement and the Release, and the legal effect of this Class Action Agreement and the Release. The representations and warranties made throughout the Class Action Agreement shall survive the execution of the Class Action Agreement and shall be binding upon the heirs, representatives, successors and assigns of the Parties.

9.12. **Material Term.** Settlement Class Representatives and Class Counsel hereby agree and acknowledge that this Section 9 in its entirety was separately bargained for and constitutes a key, material term of the Class Action Agreement that shall be reflected in the Final Approval Order.

9.13. **Released Parties' Releases of Settlement Class Representatives, the Class, and Counsel.** Upon the Effective Date, Released Parties absolutely and unconditionally release and forever discharge the Settlement Class Representatives, Class Members, Bosch LLC's counsel, and Class Counsel from all claims relating to the institution or prosecution of the Action, provided, however, that nothing in this Section 9.13 relieves Settlement Class Representatives, Class Members, and Class Counsel of their continuing obligations under the protective order (ECF No. 137) that has been entered in the Action, and this Section 9.13 shall not be interposed as a defense to a claim of a breach of the terms of such protective order.

9.14. Class Counsel shall cooperate with Released Parties to ensure that the release set forth in the Final Approval Order is given its full force and effect (including by seeking the inclusion of the Release and Individual Releases in the Final Approval Order, final judgment, and the Claim Forms) and to ensure that Releasing Parties comply with their obligations set forth in this Class Action Agreement.

10. ESCROW ACCOUNT

10.1. In consideration for the full and complete Release and the Final Approval Order, as contemplated in this Class Action Agreement, within 20 business days after the Court enters the Final Approval Order, Bosch LLC shall fund the Escrow Account with its respective “Funding Amount,” which funds shall be used, as necessary, to compensate for Class Members who submit Valid Claims pursuant to this Class Action Agreement. The initial Funding Amount shall be the amount sufficient to satisfy the number of Valid Claims submitted prior to the entry of the Final Approval Order, in addition to the payment required by Section 8 of this Class Action Agreement, provided that in no event shall this amount exceed the maximum \$2,375,000. If and when the funding level of the Escrow Account falls below 15% of Bosch LLC’s outstanding remaining liability to Class Members under this Class Action Agreement, the Escrow Agent shall notify Bosch LLC in writing. Bosch LLC shall, within 10 business days thereafter deposit such funds in

the Escrow Account as are necessary to bring the balance of the Escrow Account back to no less than 15% of the outstanding remaining liabilities to Class Members, provided, however, that the minimum balance will in no event exceed the remaining maximum compensation due from Bosch LLC to all Class Members.

10.2. The Escrow Period shall commence upon the first deposit of funds into the Escrow Account and shall continue through and including the date when the Claim Submission Deadlines have passed and the Parties agree that all Claims for a Class Member Payment have been resolved. Funds deposited in the Escrow Account, plus any interest earned thereon, will be distributed through a combination of payments of Class Member Payments, Court-approved attorneys' fees and expenses, Service Awards, and notice and administration costs throughout the Escrow Period. Within 30 days of the conclusion of the Escrow Period, any funds in the Escrow Account (if any), including all interest accrued, shall be returned to Bosch LLC.

10.3. In the event that the Class Action Settlement is terminated or invalidated for any reason prior to the conclusion of the Escrow Period, any funds in the Escrow Account, including all interest accrued, shall be returned to Bosch LLC.

11. ATTORNEYS' FEES AND EXPENSES AND PLAINTIFFS' SERVICE AWARDS

11.1. Class Counsel will apply for Service Awards of \$1,300 for each Settlement Class Representative to be paid from the Escrow Account for the time and effort spent by the Settlement Class Representatives, which shall be in addition to compensation due to each Settlement Class Representative under this Agreement as a Class Member. Any such awards shall be subject to Court approval and shall be subject to the \$190 per Class Vehicle VIN limitation set forth in Sections 4.2.4 and 8.3, and will not be in addition to such amount. Bosch LLC will not object to or contest any awards made under this Section 11.1.

11.2. The Parties agree that reasonable attorneys' fees and expenses for work performed by Class Counsel in connection with the Action shall be paid from the Escrow Account. At the same time that they move for final approval of this Class Action Agreement, Class Counsel will file with the Court an application for attorneys' fees and expenses to be paid from the Escrow Account. Any Court-awarded attorneys' fees and expenses shall be paid from the funds in the Escrow Account and are therefore subject to the \$190 per Class Vehicle VIN limitation set forth in Sections 4.2.4 and 8.3, and will not be in addition to such amount. The percentage shall be established by the Court, provided that it shall not exceed 25% of the maximum payment otherwise payable to Class Members for a given Class Vehicle VIN (*i.e.*, a maximum of attorneys' fees and expenses of \$47.50 per Class

Vehicle VIN, regardless of the number of Claims paid on such Class Vehicle VIN). Those fees and expenses shall be paid periodically from the Escrow Account to an escrow account specified by Class Counsel. The Court's order awarding such fees may authorize the Settlement Administrator to aggregate and pay in advance a portion of the fees from the initial deposit into the Escrow Account and quarterly thereafter to reflect anticipated payments from the Escrow Account during such quarter, subject to quarterly reconciliation. By way of example, the Court may award an amount up to 25% of the initial deposit into the Escrow Account, following entry of the Final Approval Order, as an initial deposit of the attorneys' fee award and such amounts it deems appropriate from the Escrow Account each quarter thereafter, subject to quarterly reconciliation to attorneys' fees and expenses actually earned on Class Member Payments during such quarter.

11.3. The Parties agree that Bosch LLC shall not be required to pay any amounts for attorneys' fees and expenses in addition to the amount awarded by the Court from the Escrow Account, and Class Members and Class Counsel expressly release Bosch LLC from any such payments that otherwise may be due by operation of law or otherwise. For the avoidance of doubt, the Parties agree that the only payments to be made by Bosch LLC are those to the Escrow Account as provided in Section 10.1 and that no additional amounts of money will be paid by Bosch LLC for attorneys' fees and expenses or litigation costs.

11.4. Settlement Class Representatives, Class Counsel, and Class Members will not seek attorneys' fees and expenses in excess of the sums specified in Section 11.2, and in any event, they agree that Bosch LLC shall not pay, nor be obligated to pay, any sum in excess of the cap amounts of \$2,375,000 in the aggregate for Class Member Payments, including for attorneys' fees and expenses, Service Awards, or notice and administration costs. In furtherance of the agreements in this Section 11, in the event of any objections to the Class Action Settlement or appeal from any order of the Court granting final approval, Class Counsel agree that they will be responsible for responding to objectors and intervenors, and defending the Court's Final Approval Order and final judgment on appeal, if any, at their own cost. Bosch LLC reserves the right to respond to objectors and intervenors, and to join in the defense of the Final Approval Order and Final Judgment. Bosch LLC agrees not to appeal, or otherwise support any appeal, of an order or judgment entered by the Court that is consistent with the terms of the Class Action Settlement. Any costs incurred by Class Counsel in such appeals, including costs incurred to settle any claims by objectors or intervenors, are the sole responsibility of Class Counsel. No Person may seek to recover such costs from Bosch LLC.

12. AGREEMENT TO COOPERATE TO EFFECTUATE SETTLEMENT

12.1. 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.

12.2. 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 and advance the Claims Program. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Class Action Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Class Action Agreement, the Parties may seek the assistance of the Court to resolve such disagreement.

12.3. The Parties shall make all reasonable efforts to ensure the timely and expeditious administration and implementation of the Class Action Agreement and to minimize the costs and expenses incurred therein.

13. MODIFICATION OR TERMINATION OF THIS CLASS ACTION AGREEMENT

13.1. The terms and provisions of this Class Action Agreement may be amended, modified, or expanded by written agreement of the Parties and approval

of the Court, unless after entry of the Final Approval Order, the Parties agree to effect such amendments, modifications, or expansions of this Class Action Agreement and its implementing documents (including all exhibits hereto) without further notice to the Class or approval by the Court if such changes are consistent with the Court's Final Approval Order and do not limit the rights of Class Members under this Class Action Agreement.

13.2. This Class Action Agreement shall terminate at the discretion of either Bosch LLC or the Settlement Class Representatives, through Class Counsel, if: (1) the Court, or any appellate court(s), rejects, modifies, or denies approval of any portion of this Class Action Agreement or the proposed settlement that the terminating Party in its (or their) sole judgment and discretion reasonably determine(s) is material, including, without limitation, the terms of relief, the findings, or conclusions of the Court, the provisions relating to notice, the definition of the Class, and/or the terms of the Release; or (2) the Court, or any appellate court(s), does not enter or completely affirm, or alters, narrows or expands, any portion of the Final Approval Order, or any of the Court's findings of fact or conclusions of law, that the terminating Party in its (or their) sole judgment and discretion reasonably determine(s) is material. The terminating Party must exercise the option to withdraw from and terminate this Class Action Agreement, as provided in this Section 13, by a signed writing served on the other Parties no

later than 20 days after receiving notice of the event prompting the termination.

The Parties will be returned to their positions status quo ante as of the date immediately before the Parties' execution of the Class Action Agreement.

13.3. If an option to withdraw from and terminate this Class Action Agreement arises under Section 13.2 above, neither Bosch LLC nor Settlement Class Representatives are required for any reason or under any circumstance to exercise that option and any exercise of that option shall be in good faith.

13.4. In the event that Claims are submitted for a number of Class Vehicle VINs that exceeds 12,500, Bosch LLC may withdraw from the Class Action Agreement, in Bosch LLC's sole discretion, and the Parties shall be restored to their litigation positions prior to execution of the Class Action Agreement. In order to elect to withdraw from and terminate this Class Action Agreement on the basis set forth in this Section 13.4, Bosch LLC must notify Class Counsel in writing of its election to do so within 10 business days after receiving notice that Claims were submitted for a number of Class Vehicle VINs that exceeds 12,500.

13.5. If any named plaintiff in this Action does not execute an Individual Release or opts out from the Class, Bosch LLC, at its sole election, may withdraw from and terminate this Class Action Agreement. Furthermore, if Class Members properly and timely submit requests to opt-out of the Class as set forth in Section 6 and are in a number more than 750, then, at its sole election, Bosch LLC may

withdraw from and terminate this Class Action Agreement. In that event, all of Bosch LLC's obligations under this Class Action Agreement shall cease to be of any force and effect, and the Parties shall be restored to their litigation positions existing immediately before the execution of this Agreement. In order to elect to withdraw from and terminate this Class Action Agreement on the basis set forth in this Section 13.5, Bosch LLC must notify Class Counsel in writing of its election to do so within 10 business days after the list of opt-out Class Members has been served on the Parties. In the event that Bosch LLC exercises such right, Class Counsel shall have 20 business days or such longer period as agreed to by the Parties to address the concerns of the opt-out Class Members. If through such efforts the total number of opt-out Class Members subsequently becomes and remains fewer than 750, Bosch LLC shall withdraw its election to withdraw from and terminate this Class Action Agreement. In no event, however, shall Bosch LLC have any further obligation under this Class Action Agreement to any opt-out Class Member unless such Class Member withdraws his or her request for exclusion. For purposes of this Section 13.5, opt-outs shall not include (1) Persons who are specifically excluded from the Class; (2) Class Members who elect to withdraw their request for exclusion; and (3) opt-outs who agree to sign an undertaking that they will not pursue an individual claim, class claim, or any other

claim that would otherwise be covered under the Release as defined in this Agreement.

13.6. If, but only if, this Class Action Agreement is terminated pursuant to Section 13.2, 13.4 or 13.5 above, then:

- 13.6.1. This Class Action Agreement shall be null and void and shall have no force or effect, and no Party to this Class Action Agreement shall be bound by any of its terms, except for the terms of this Section 13.6 herein;
- 13.6.2. The Parties will petition the Court to have any stay orders entered pursuant to this Class Action Agreement lifted;
- 13.6.3. All of the provisions of this Class Action Agreement, and all negotiations, statements, and proceedings relating to it, shall be without prejudice to the rights of Bosch LLC, Settlement Class Representatives, or any Class Member, all of whom shall be restored to their respective positions existing immediately before the execution of this Class Action Agreement, except that the Parties shall cooperate in requesting that the Court set a new scheduling order such that no Party's substantive or procedural rights are prejudiced by the settlement negotiations and proceedings, and provided

further that all Class Members who have signed Individual Releases shall remain bound by them;

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

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

13.6.6. Bosch LLC expressly and affirmatively reserves and does not waive all motions and positions as to, and arguments in support of, all defenses to the causes of action or remedies that have been sought or might be later asserted in the Action, including without limitation, any argument or

position opposing class certification, liability, damages, or injunctive relief;

- 13.6.7. In the event that this Class Action Agreement is rejected by the Court or terminated pursuant to the provisions in this Section 13, Bosch LLC shall still have the right to oppose Plaintiffs' Motion for Class Certification (ECF No. 446), and Settlement Class Representatives and Class Members will not oppose Bosch LLC seeking any necessary relief (including without limitation an extension of time, if needed) to file such an opposition.
- 13.6.8. Neither this Class Action Agreement, the fact of its having been entered into, nor the negotiations leading to it shall be admissible or entered into evidence for any purpose whatsoever;
- 13.6.9. Any settlement-related order(s) or judgment(s) entered in this Action after the date of execution of this Class Action Agreement shall be deemed vacated and shall be without any force or effect; and
- 13.6.10. Within 5 business days, any funds in the Escrow Account, including any interest accrued, shall revert to Bosch LLC.

13.7. Notwithstanding the terms of Section 13.6.1 through Section 13.6.10 above, if a Class Member has (1) received compensation under the Class Action Agreement prior to its termination or invalidation and (2) executed an Individual Release, such a Class Member and Bosch LLC shall be bound by the terms of the Individual Release, which terms shall survive termination or invalidation of the Class Action Agreement.

14. REPRESENTATIONS AND WARRANTIES

14.1. Class Counsel represent that they have conducted sufficient independent investigation and discovery to enter into this Class Action Agreement and that they execute this Class Action Agreement freely, voluntarily, and without being pressured or influenced by, or relying on any statements, representations, promises, or inducements made by the Released Parties or any Person or entity representing the Released Parties, other than as set forth in this Class Action Agreement. Class Counsel represent that they are authorized by all counsel of record for Plaintiffs in the Action and the Settlement Class Representatives to enter into this Class Action Agreement with respect to the claims asserted in the Action and all other claims covered by the Release, and that they are seeking to protect the interests of the Class. Settlement Class Representatives acknowledge, agree, and specifically represent and warrant that they have discussed with Class Counsel the terms of this Class Action Agreement and have received legal advice with respect

to the advisability of entering into this Class Action Agreement and the Release, and the legal effect of this Class Action Agreement and the Release.

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

14.3. Bosch LLC represents and warrants that the individual(s) executing this Class Action Agreement are authorized to enter into this Class Action Agreement on behalf of Bosch LLC.

14.4. The Parties acknowledge and agree that no opinion concerning the tax consequences of the proposed Settlement to Class Members is given or will be

given by the Parties, nor are any representations or warranties in this regard made by virtue of this Class Action Agreement. In addition, the Parties acknowledge and agree that no tax ruling from any governmental tax authority in relation to a Class Member's tax consequences will be requested by Bosch LLC. The Parties further acknowledge and agree that nothing in this Agreement should be relied upon by any Class Member as the provision of tax advice. Each Class Member's tax consequences or liabilities, and the determination thereof, are the sole responsibility of the Class Member, and it is understood that each Class Member's federal, state, county, city, or foreign tax consequences or liabilities may vary depending on the particular circumstances of each individual Class Member. Class Members shall hold Bosch LLC and its counsel harmless from any federal, state, county, city, or foreign tax assessments, interest, and/or penalties that result for any amounts paid or Benefits provided under this Agreement, and Bosch LLC shall not be liable for the payment of any additional amounts now or in the future for any amount related to a Class Member's tax consequences.

14.5. Class Counsel have represented that there are no more than 11,981 Class Vehicles.

14.6. The representations and warranties made throughout the Class Action Agreement shall survive the execution of the Class Action Agreement and shall be

binding upon the respective heirs, representatives, successors, and assigns of the Parties.

15. GENERAL MATTERS AND RESERVATIONS

15.1. This Class Action Agreement will be binding on, and inure to the benefit of, the successors, transferees, and assigns of Bosch LLC, the Settlement Class Representatives, and Class Members.

15.2. The Parties agree and acknowledge that (a) no government or governmental entity is a party to the Action or to this Class Action Agreement; (b) each Party is entering into this Class Action Agreement of its own volition, and no Party is entering into this Class Action Agreement at the direction of a government or governmental entity, or otherwise compelled by a government or governmental entity to do so; and (c) this Class Action Agreement is for the purpose of restitution, compensation or/and remediation for harm or damage alleged in the Complaint.

15.3. The Parties and their counsel shall keep the existence and contents of this Class Action Agreement confidential until the date on which the motion for Preliminary Approval is filed; provided, however, that this Section shall not prevent Bosch LLC from disclosing such information, prior to the date on which the Motion for Preliminary Approval is filed, to state and federal agencies, independent accountants, actuaries, advisors, financial analysts, insurers, or

lawyers. The Parties and their counsel may also disclose the existence and contents of this Class Action Agreement to Persons or entities (such as experts, courts, co-counsel, and/or administrators) to whom the Parties agree disclosure must be made to effectuate the terms and conditions of this Class Action Agreement.

15.4. Settlement Class Representatives and Class Counsel agree that confidential information made available to them solely through the settlement process was made available on the condition that it not be disclosed to third parties. This confidential information cannot be used for any purpose other than effectuating this Class Action Settlement. For the avoidance of doubt, Settlement Class Representatives and Class Counsel agree that they cannot use any confidential information provided in the course of settlement negotiations in any other action, litigation, arbitration, mediation, proceeding, or matter of any kind.

15.5. This Class Action Agreement, complete with its exhibits and all documents filed with the Court, sets forth the entire agreement among the Parties with respect to its subject matter, and it shall not be altered, amended, or modified except by written instrument executed by Class Counsel and Bosch LLC's Lead Counsel. The Parties expressly acknowledge that no other agreements, arrangements, or understandings regarding vehicles not expressed in this Class Action Agreement or the documents filed with the Court exist among or between

them, and that in deciding to enter into this Class Action Agreement, they have relied solely upon their own judgment and knowledge. This Class Action Agreement and the accompanying documents filed with the Court supersede any prior agreements, understandings, or undertakings (written or oral) between the Parties regarding the subject matter of this Class Action Agreement.

15.6. This Class Action Agreement and any amendments thereto, and any dispute arising out of or related to this Class Action Agreement, 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 Michigan notwithstanding its conflict of law provisions.

15.7. The Court shall retain exclusive and continuing jurisdiction over all Parties, Class Members, the Action, and this Class Action Agreement to resolve any suit, action, proceeding, case, controversy, or dispute that may arise regarding this Class Action Agreement, the Class Notice Program, the Claims Program, application of the Release, or in relation to this Action, including any dispute regarding validity, performance, interpretation, administration, enforcement, enforceability, or termination of the Class Action Agreement (“Disputes”). Accordingly, any disagreement and/or action to enforce this Class Action Agreement, if not resolved by mediation or other consensual means, shall be commenced and maintained only in the United States District Court for the Eastern

District of Michigan. The Parties, and each Class Member who has not validly and timely opted-out of this Class Action Agreement, irrevocably submit to the exclusive jurisdiction and venue of the Court for resolution of Disputes, and irrevocably waive and agree not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of the Court, or that the Court is in any way an improper venue or an inconvenient forum. No Party or Class Member shall oppose the reopening and reinstatement of the Action for the purposes of effecting the Release described in Section 9. The Parties and Class Members hereby agree to pay, and the Court is authorized to award, attorneys' fees and costs to the prevailing party in connection with a Dispute.

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

If to Bosch LLC, then to:

Carmine D. Boccuzzi, Jr.
Abena A. Mainoo
CLEARY GOTTLIEB STEEN & HAMILTON LLP
One Liberty Plaza
New York, NY 10006
Email: cboccuzzi@cgsh.com
 amainoo@cgsh.com

If to Class Counsel, then to:

James E. Cecchi
CARELLA, BYRNE, CECCHI,
BRODY & AGNELLO, P.C.
5 Becker Farm Road
Roseland, NJ 07068
Email: jcecchi@carellabyrne.com

Steve W. Berman
HAGENS BERMAN SOBOL SHAPIRO LLP
1301 Fifth Ave., Suite 2000
Seattle, WA 98101
Email: steve@hbsslw.com

15.9. All time periods in this Class Action Agreement shall be computed in calendar days unless otherwise expressly provided. In computing any period of time in this Class Action Agreement or by order of the Court, the day of the act or event shall not be included. The last day of the period shall be included, unless it is a Saturday, a Sunday or a Federal Holiday, or, when the act to be done is the filing of a paper in Court, a day on which the Court is closed, in which case the period shall run until the end of the next day that is not one of the aforementioned days. As used in this Class Action Agreement, “Federal Holiday” includes holidays designated in Federal Rule of Civil Procedure 6(a) or by the Clerk of the United States District Court for the Eastern District of Michigan.

15.10. The Parties reserve the right, subject to the Court’s approval, to agree to any reasonable extensions of time that might be necessary to carry out any provision in this Class Action Agreement.

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

15.12. The Parties expressly acknowledge and agree that this Class Action Agreement 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 the meaning of Federal Rule of Evidence 408 and any equivalent rule of evidence in any state or territory.

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

15.14. Neither this Class Action Agreement, the Claims Program, nor any act performed or document executed pursuant to or in furtherance of this Class Action Agreement or the Claims Program is or may be deemed to be or may be used or construed as an admission of, or evidence of, the validity of any of the

Released Claims, or of any wrongdoing or liability of any Released Parties; nor may this Class Action Agreement, the Class Notice Program, or the Claims Program be deemed to be or be used or construed as an admission of, or evidence of, any fault or omission of any Released Parties in any civil, criminal, regulatory, or administrative proceeding in any court, administrative agency or other tribunal. Nor shall this Class Action Agreement, the Class Notice Program, or the Claims Program be deemed an admission by any Party as to the merits of any claim or defense.

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

15.16. The Parties, their successors and assigns, and their counsel shall implement the terms of this Class Action Agreement in good faith, and to use good faith in resolving any disputes that may arise in implementing the terms of this Class Action Agreement.

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

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

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

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


15.21. Class Members and Class Counsel will seek no further discovery or testimony related to the Action from Bosch LLC, its officers, directors and employees, or Bosch LLC's corporate affiliates and corporate affiliates' officers, directors and employees.

15.22. In the event any one or more of the provisions contained in this Class Action Agreement shall for any reason be held to be invalid, illegal, or

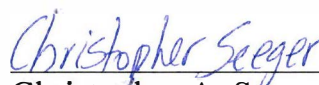
unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision if Bosch LLC's Lead Counsel on behalf of Bosch LLC, and Class Counsel, on behalf of Settlement Class Representatives and Class Members, agree in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Class Action Agreement. Any such agreement shall be reviewed and approved by the Court before it becomes effective.

CLASS COUNSEL

Date: February 10, 2023



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Date: February 13, 2023



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