

CLASS SETTLEMENT AGREEMENT

This Class Settlement Agreement (the “Settlement Agreement” or the “Agreement”) is made and entered into as of this 3RD day of November, 2023, by and between (i) Plaintiffs Emily Dack, Kim Hensley-Hauer, Neeraj Sharma, Stephan Moonesar, Matthew May, Omar Oweis, Marco Pieras, and Linda Christian (collectively, “Plaintiffs”), individually and as representatives of the Settlement Class defined below, and (ii) Volkswagen Group of America, Inc. (“VWGoA” or “Defendant”) (all collectively referred to as the “Parties”).

RECITALS

WHEREAS, on April 8, 2020, July 30, 2020, August 4, 2020 and December 4, 2020, respectively, various Plaintiffs filed the following putative class actions asserting various claims alleging that defects or deficiencies in the putative class vehicles’ automatic emergency braking (“AEB”) systems caused the AEB systems to not function and/or not function properly: (i) *Neeraj Sharma, Stephan Moonesar, and Jason Starling, individually and on behalf of all others similarly situated v. Volkswagen AG, Volkswagen Group of America, Inc., Audi AG, Audi of America, LLC, Robert Bosch GmbH, and Robert Bosch LLC*, Civil Action No. 4:20-cv-02394-KAW, United States District Court for the Northern District of California, which complaint was thereafter amended (the “Sharma Action”); (ii) *Matthew May and Linda Christian, individually, and on behalf of all others similarly situated v. Volkswagen Group of America, Inc., a New Jersey corporation, and Volkswagen AG, a German corporation*, 2:20-cv-09708-MCA-MAH, United States District Court for the District of New Jersey, which complaint was thereafter amended (the “May Action”); (iii) *Emily Dack, Kim Hensley-Hauser, Matthew Dorton, Larry Pike, Tony Carrillo, Chris Cates, Roger Doyle, Jacob Miller, Sarah Norris Barlow, Brandon Barlow, Chad Ritterbach, Jonathan Jones, Mark Pulver, and Ashley Pulver, individually and on behalf of others similarly situated, v. Volkswagen Group of America, Inc., a New Jersey corporation, a/k/a*

Volkswagen of America, Inc.; and Volkswagen, AG, a/k/a Volkswagen Group, a foreign corporation, 4:20-cv-00615-BCW, United States District Court for the Western District of Missouri (the “Dack Action”); and (iv) Marcos Pieras, individually, and on behalf of all others similarly situated v. Volkswagen Group of America, Inc., a New Jersey corporation, d/b/a Audi of America, Inc., Audi AG, a German Corporation, and Volkswagen AG, a German Corporation, 2:20-cv-18543-MCA-MAH, United States District Court for the District of New Jersey (the “Pieras Action”), which action was subsequently consolidated with and merged into the May Action. All of the aforesaid actions are collectively referred to in this Agreement as “the Actions”;

WHEREAS, the Defendant in the Actions denies the various Plaintiffs’ allegations and claims with respect to both liability and damages, and maintains, *inter alia*, that the AEB systems in the putative class vehicles are not defective, that no applicable warranties (express or implied) have been breached, that no common law duties or applicable statutes, laws, rules or regulations have been violated, that the AEB systems were properly designed, tested, manufactured, distributed, marketed, advertised, warranted and sold, and that the Actions are not suitable for class treatment if they proceeded through litigation and trial;

WHEREAS, as a result of motions to dismiss in the Dack and Sharma Actions, certain claims and originally named Plaintiffs and Defendants were dismissed from those actions, and a motion to dismiss in the May Action has been fully briefed but not yet decided;

WHEREAS, the Sharma Action has been voluntarily dismissed without prejudice subject to the agreement of the parties in that action that the Sharma Plaintiffs will remain as Plaintiffs-Settlement Class Representatives for purpose of this Settlement Agreement;

WHEREAS, the Parties, after investigation and careful analysis of their respective claims and defenses, and with full understanding of the potential risks, benefits, expense and uncertainty

of continued litigation, desire to compromise and settle all issues and claims that were asserted or could have been asserted in the Actions by or on behalf of Plaintiffs and members of the Settlement Class;

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

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

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

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

I. DEFINITIONS

A. "Actions"

"Actions" refers, collectively, to all of the following: (i) the Sharma Action (*Neeraj Sharma and Stephan Moonesar, individually and on behalf of all others similarly situated v. Volkswagen AG, Volkswagen Group of America, Inc., Audi AG, Audi of America, LLC, Robert Bosch GmbH, and Robert Bosch LLC*, Civil Action No. 4:20-cv-02394-JST (N.D. Cal.)); (ii) the May Action

(Matthew May, Omar Oweis, Marcos Pieras, and Linda Christian, individually and on behalf of all others similarly situated v. Volkswagen Group of America, Inc., a New Jersey corporation, d/b/a Audi of America, Inc., Audi AG, a German corporation and Volkswagen AG, a German Corporation, 2:20-cv-09708-MCA-MAH (D.N.J.), including the Pieras Action (Marcos Pieras, individually, and on behalf of all others similarly situated v. Volkswagen Group of America, Inc., a New Jersey corporation, d/b/a Audi of America, Inc., Audi AG, a German Corporation, and Volkswagen AG, a German Corporation, 2:20-cv-18543-MCA-MAH, United States District Court for the District of New Jersey), which was consolidated with and merged into the May Action; and (iii) the Dack Action (Emily Dack, Kim Hensley-Hauser, Matthew Dorton, Larry Pike, Tony Carrillo, Chris Cates, Roger Doyle, Jacob Miller, Sarah Norris Barlow, Brandon Barlow, Chad Ritterbach, Jonathan Jones, Mark Pulver, and Ashley Pulver, individually and on behalf of others similarly situated v. Volkswagen Group of America, Inc., a New Jersey corporation, a/k/a Volkswagen of America, Inc.; and Volkswagen, AG, a/k/a Volkswagen Group, a foreign corporation, 4:20-cv-00615-BCW (W.D. Mo).

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

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

C. “Claim Administrator” or “Settlement Administrator”

The “Claim Administrator” or “Settlement Administrator” shall mean Rust Consulting, Inc.

D. “Claim” or “Claim for Reimbursement”

“Claim” or “Claim for Reimbursement” means the timely and proper submission of the required fully completed, signed and dated Claim Form, together with all required Proof of Repair

Expense documents (as defined in Section I.S. of this Agreement), in which a Settlement Class Member seeks to claim a reimbursement for a percentage of certain past paid and unreimbursed out-of-pocket expenses for one (1) Covered Repair that occurred prior to the Notice Date and within twelve (12) months or 12,000 miles (whichever occurred first) from the expiration of the Settlement Class Vehicle's New Vehicle Limited Warranty, pursuant to the terms, conditions and limitations set forth in Section II.C of this Settlement Agreement.

E. "Claim Form"

"Claim Form" means the form that must be fully completed, signed, dated and timely mailed to the Claim Administrator, together with all required Proof of Repair Expense documentation, in order to make a Claim for Reimbursement under the terms of this Settlement Agreement, which Claim Form will be substantially in the form attached hereto as Exhibit 1. There will be one Claim Form for Volkswagen Settlement Class Vehicles, and one Claim Form for Audi Settlement Class Vehicles.

F. "Claim Period"

"Claim Period" means the period of time within which a Claim for Reimbursement under this Settlement must be mailed (postmarked) to the Claim Administrator, which period shall expire one hundred (100) days after the Notice Date.

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

"Class Counsel" or "Plaintiffs' Counsel" shall mean Bursor & Fisher, Walsh PLLC, Sauder Schelkopf, Law office of Adam R. Gonnelli, L.L.C., Berger Montague, PC and Capstone Law APC.

H. "Class Notice"

“Class Notice” means the Class Notice which will be substantially in the form attached hereto as Exhibit 2. There will be one Class Notice for Volkswagen Settlement Class Vehicles, and one Class Notice for Audi Settlement Class vehicles.

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

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

J. “Court”

“Court” means the United States District Court for the Western District of Missouri, located at Charles Evans Whittaker U.S. Courthouse, 400 E. 9th Street, Kansas City, MO 64106.

K. “Covered Repair”

“Covered Repair” means repair or replacement (parts and labor) of a diagnosed and confirmed malfunction or failure of a Settlement Class Vehicle’s AEB system¹ that resulted from failure or malfunction of the AEB system’s control unit, camera(s), radar, LIDAR, and/or sensor(s) which enable automatic emergency braking functionality in Settlement Class Vehicles. A “Covered Repair” shall not include an AEB system failure or malfunction that resulted from the failure or malfunction of any other components of the Settlement Class Vehicle including but not limited to brake pads, rotors and other brake related parts, windshield, powertrain, electrical system, and any other vehicle components and systems.

L. “Defense Counsel”

¹ For Volkswagen Settlement Class Vehicles, AEB was/is a feature of, and/or included in, “Front Assist.” For Audi Settlement Class Vehicles, AEB was/is a feature of, and/or included in, “Audi Braking Guard,” “Pre Sense Front,” “Audi Pre Sense City,” and/or “Turn assist,” depending upon the year and model of the vehicle.

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

M. “Effective Date”

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

N. “Fee and Expense Application”

“Fee and Expense Application” means Class Counsel’s application for an award of reasonable attorneys’ fees, costs, and expenses (“Class Counsel Fees and Expenses”), and for Class Representative service awards.

O. “Final Fairness Hearing”

“Final Fairness Hearing” means the hearing at or after which the Court will determine whether to grant final approval of the Settlement as fair, reasonable, and adequate under Fed. R. Civ. P. 23(e).

P. “Final Order and Judgment”

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

Q. “In-Service Date”

“In-Service Date” means the date on which a Settlement Class Vehicle was first delivered to either the original purchaser or the original lessee; or if the vehicle was first placed in service as a “demonstrator” or “company” car, on the date such vehicle was first placed in service.

R. “Notice Date”

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

S. “Proof of Repair Expense”

“Proof of Repair Expense” shall mean all of the following: (1) an original or legible copy of a repair invoice or record for, and demonstrating, a Covered Repair as defined in Section I.K., and entitlement to reimbursement under the terms and conditions, of this Settlement Agreement, which invoice and/or record shall contain the claimant’s name, the make, model and vehicle identification number (“VIN”) of the Settlement Class Vehicle, the name and address of the authorized Audi or Volkswagen dealer or non-dealer service center that performed the Covered Repair, the date of the Covered Repair, the Settlement Class Vehicle’s mileage at the time of the Covered Repair, a description of the repair work performed including the parts repaired/replaced and a breakdown of parts and labor costs, and the amount charged (parts and labor), for the Covered Repair; (2) records, receipts and/or invoices demonstrating that the Settlement Class Member paid for the Covered Repair; and (3) proof of the Settlement Class Member’s ownership or lease of the Settlement Class Vehicle at the time of the Covered Repair.

T. “Released Claims” or “Settled Claims”

“Released Claims” or “Settled Claims” means any and all claims, causes of action, demands, debts, suits, liabilities, obligations, damages, entitlements, losses, actions, rights of

action, costs, expenses, and remedies of any kind, nature and description, whether known or unknown, asserted or unasserted, foreseen or unforeseen, and regardless of any legal or equitable theory, existing now or arising in the future, by Plaintiffs and any and all Settlement Class Members (including their successors, heirs, assigns and representatives) which, in any way, allege, arise from, or relate to any actual, potential, or claimed failure or malfunction of a Settlement Class Vehicle's AEB system (which, for Volkswagen Settlement Class Vehicles, was/is a feature of, and/or included in, "Front Assist," and for Audi Settlement Class Vehicles, was/is a feature of, and/or included in, "Audi Braking Guard," "Pre Sense Front," "Audi Pre Sense City," and/or "Turn assist," depending upon the year and model of the vehicle), which is a complex system involving multiple vehicle subsystems and components, including but not limited to the AEB system's control unit, camera(s), radar, LIDAR, and/or sensor(s), which interact to enable automatic emergency braking functionality in Settlement Class Vehicles, any consequences, damage or loss relating thereto, and any technical service bulletins, tech tips, and campaigns and notices that may address or relate to same, including but not limited to all matters that were asserted or could have been asserted in the Actions, and all claims, causes of action, demands, debts, suits, liabilities, obligations, damages, entitlements, losses, actions, rights of action and remedies of any kind, nature and description, arising under any state, federal or local statute, law, rule and/or regulation including any consumer protection, consumer fraud, unfair or deceptive business or trade practices, false or misleading advertising, and/or other sales, marketing, advertising and/or consumer statutes, laws, rules and/or regulations, under any common law cause of action or theory, and under any legal or equitable causes of action or theories whatsoever, and on any basis whatsoever including tort, contract, products liability, express warranty, implied warranty, negligence, fraud, misrepresentation, concealment, false or misleading advertising or marketing, unfair, deceptive

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

U. “Released Parties”

“Released Parties” means Volkswagen Group of America, Inc., Volkswagen AG, Audi AG, Volkswagen Credit, Inc., Audi of America LLC, Audi of America, Inc., Volkswagen de México S.A. de C.V., Volkswagen Group of America Chattanooga Operations, LLC, all designers, manufacturers, assemblers, distributors, importers, retailers, marketers, advertisers, testers, inspectors, sellers, suppliers, component suppliers, lessors, warrantors, dealers, repairers and servicers of the Settlement Class Vehicles and each of their component parts and systems, all of

their past and present directors, officers, shareholders, principals, partners, employees, agents, servants, assigns and representatives, and all of the aforementioned persons' and entities' attorneys, insurers, trustees, vendors, contractors, heirs, executors, administrators, successors, successor companies, parent companies, subsidiary companies, affiliated companies, divisions, trustees and representatives.

V. "Settlement Class" or "Settlement Class Members"

"Settlement Class" or "Settlement Class Members" means: "All persons and entities who purchased or leased a Settlement Class Vehicle, as defined in Section I.X. of this Agreement, in the United States of America and Puerto Rico."

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

W. "Settlement Class Representatives"

"Settlement Class Representatives" means Neeraj Sharma, Stephan Moonesar, Matthew May, Omar Oweis, Marcos Pieras, Linda Christian, Emily Dack, and Kim Hensley-Hauser.

X. "Settlement Class Vehicles"

Settlement Class Vehicles means certain model year 2019-2023 Volkswagen Arteon; model year 2018-2023 Volkswagen Atlas; model year 2020-2023 Volkswagen Atlas Cross Sport; model year 2016-2017 Volkswagen CC; model year 2016-2021 Volkswagen Golf; model year 2016-2019 and model year 2022-2023 Volkswagen Golf R; model year 2016-2019 Volkswagen Golf Sportwagen; model year 2016-2023 Volkswagen GTI; model year 2016-2019 Volkswagen e-Golf; model year 2021-2023 Volkswagen ID.4; model year 2016-2023 Volkswagen Jetta; model year 2016-2022 Volkswagen Passat; model year 2022-2023 Volkswagen Taos; model year 2018-2023 Volkswagen Tiguan; model year 2015-2017 Volkswagen Touareg; model year 2015-2020 and 2022-2023 Audi A3; model year 2019-2023 Audi Q3; model year 2013-2023 Audi A4; model year 2013-2023 Audi A5; model year 2013-2023 Audi Q5; model year 2012-2023 Audi A6; model year 2012-2023 Audi A7; model year 2011-2023 Audi A8; model year 2017-2023 Audi Q7; model year 2019-2023 Audi Q8; model year 2019-2023 Audi e-tron; model year 2022-2023 Audi e-tron GT; and model year 2022-2023 Audi Q4 e-tron; enumerated in a VIN list attached as Exhibit 4, that were imported and distributed by VWGoA for sale or lease in the United States or Puerto Rico.

II. SETTLEMENT CONSIDERATION

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

A. Information/Education Concerning the AEB Systems in Settlement Class Vehicles

VWGoA will provide additional information/education regarding the AEB system in Settlement Class Vehicles, a general outline of which is annexed as Exhibit 5 to this Settlement Agreement.

B. Warranty Extension for Current Owners and Lessees of Settlement Class Vehicles

Effective on the Notice Date, VWGoA will extend its New Vehicle Limited Warranties (“NVLW”) applicable to the Settlement Class Vehicles to cover 75% of the cost of a Covered Repair, by an authorized Volkswagen dealer [if a Volkswagen brand vehicle] or Audi dealer [if an Audi brand vehicle], during a period of up to twelve (12) months or twelve thousand (12,000) miles (whichever occurs first) from the expiration of the Settlement Class Vehicle’s NVLW.²

If a Settlement Class Vehicle’s Warranty Extension time period has already expired as of the Notice Date, then for that Settlement Class Vehicle, the time limitation of the Warranty Extension shall be extended until six (6) months after the Notice Date, subject to the same conditions set forth above.

The Warranty Extension is subject to the same terms, conditions and limitations set forth in the Settlement Class Vehicle’s original NVLW and Warranty Information Booklet, and shall be fully transferable to subsequent owners to the extent that its time and mileage limitation periods have not expired.

The Warranty Extension shall not cover repairs for any damage to, failure or malfunction of any part of the AEB system, including its control unit, camera(s), radar, LIDAR, and/or sensors, resulting from abuse, alteration or modification, a collision or crash, vandalism and/or other

² If a Covered Repair occurs within the time and mileage limitations of the vehicle’s original NVLW (i.e., the original NVLW time and mileage period has not expired), then the repair will be performed free of charge pursuant to the terms of the NVLW.

impact, movement, displacement of and/or damage to the AEB sensors, weather and/or environmental conditions, and/or damage from any outside source or factor.

C. Reimbursement of Certain Out-of-Pocket Expenses Paid for a Covered Repair Prior to the Notice Date and Within 12 Months or 12,000 Miles (Whichever Occurs First) After Expiration of the Settlement Class Vehicle's Original NVLW Period (For Current and Prior Owners and Lessees of Settlement Class Vehicles)

1. **Reimbursement:** If a Settlement Class Member paid (and was not otherwise reimbursed) for the cost of a Covered Repair prior to the Notice Date and within twelve (12) months or twelve thousand (12,000) miles (whichever occurred first) after the expiration of the Settlement Class Vehicle's original NVLW period, they may submit a Claim (a fully completed, signed and dated Claim Form together with all required Proof of Repair Expense and other documentation) to receive a seventy-five percent (75%) reimbursement of the paid invoice amount of one (1) such Covered Repair.³

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

2. Limitations and Other Conditions:

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

³ Except that if the past paid Covered Repair was performed within the time and mileage (whichever occurred first) limitation period of the vehicle's original NVLW, then the reimbursement will be for 100% of the paid Covered Repair provided that the other requirements for reimbursement have been satisfied including, where applicable, the documentation required in Section II.C.2. of this Agreement.

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

c. A past paid Covered Repair shall not be eligible for, and shall be excluded from, reimbursement under this Agreement if the Covered Repair or its underlying need resulted from abuse, alteration or modification, a collision or crash, vandalism and/or other impact, movement, displacement of and/or damage to the AEB sensors, weather and/or environmental conditions, and/or from any outside source or factor.

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

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

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

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

c. The Claim Form and supporting documentation must demonstrate the Settlement Class Member's right to reimbursement, for the amount requested, under the terms and conditions of this Settlement Agreement.

III. CLAIMS ADMINISTRATION

A. Costs of Administration and Notice

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

B. Claim Administration

1. Only timely Claims that are complete and which satisfy the Settlement criteria for reimbursement can be approved for payment. For each approved reimbursement claim, the Claim Administrator, on behalf of VWGoA, shall mail to the Settlement Class Member, at the address listed on the Claim Form, a reimbursement check to be sent within one hundred fifty (150) days of the date of receipt of the completed Claim, or within one hundred fifty (150) days of the Effective Date, whichever is later. The reimbursement checks shall remain valid for 180 days. The Settlement Class Member may make one (1) request for reissuance of an expired un-negotiated check from the Claims Administrator within 225 days of its original issuance.

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

3. If the Claims Administrator initially determines that the Claim Form is incomplete, deficient or otherwise not fully completed, signed and/or dated, and/or that supporting documentation is missing, deficient, or otherwise incomplete, then the Claim Administrator will send the Settlement Class Member a letter or notice by regular mail advising of the deficiency(ies) in the Claim Form and/or the documentation. The Settlement Class Member will then have until thirty (30) days after the date of said letter/notice to mail a response to the Claim Administrator that cures all said deficiencies and supplies all missing or deficient information and documentation, or the claim will be denied.

4. If a Claim is denied in whole or in part, either for not meeting the Settlement criteria for reimbursement, or for failure to timely cure any deficiencies or missing or incomplete information/documentation, the Claim Administrator will so notify the Settlement Class Member by sending a letter or notice of the denial by regular mail. Any Settlement Class Member whose claim is denied shall have fourteen (14) days from the date of the Claim Administrator's letter/notice of denial to request an "attorney review" of the denial, after which time Class Counsel and Defense Counsel shall meet and confer and determine whether said denial, based upon the Claim Form and documentation previously submitted, was correct under the terms of the Settlement, whether the denial should be modified if it is not correct, and/or whether any disputed issues can amicably be resolved. The Claim Administrator will thereafter advise the Settlement Class Member of the attorney review determination, which shall be binding and not appealable.

IV. NOTICE

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

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

1. On an agreed upon date with the Claim Administrator, but in no event more than one hundred ten (110) days after entry of the Preliminary Approval Order, the Claim Administrator shall cause individual Class Notice, substantially in the form attached hereto as Exhibit 2, together with the Claim Form, substantially in the form attached hereto as Exhibit 1, to be mailed, by first class mail, to the current or last known addresses of all reasonably identifiable Settlement Class Members. Defendant VWGoA may format the Class Notice in such a way as to minimize the cost of the mailing, so long as Settlement Class Members can reasonably read it and Class Counsel approves all changes and formatting. The Claim Administrator shall be responsible for mailing of the Class Notice.

2. For purposes of identifying Settlement Class Members, the Claim Administrator shall obtain from Polk/IHS Markit or an equivalent company (such as Experian) the names and current or last known addresses of Settlement Class Vehicle owners and lessees that can reasonably be obtained, based upon the VINs of Settlement Class Vehicles to be provided by VWGoA.

3. Prior to mailing the Class Notice, the Claim Administrator shall conduct an address search through the United States Postal Service's National Change of Address database to

update the address information for Settlement Class Vehicle owners and lessees. For each individual Class Notice that is returned as undeliverable, the Claim Administrator shall re-mail all Class Notices where a forwarding address has been provided. For the remaining undeliverable notice packets where no forwarding address is provided, the Claim Administrator shall perform an advanced address search (e.g., a skip trace) and re-mail any undeliverable to the extent any new and current addresses are located.

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

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

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

- (i) instructions on how to submit a Claim for Reimbursement by mail;
- (ii) instructions on how to contact the Claim Administrator, Class Counsel and Defense Counsel for assistance;
- (iii) a copy of the Claim Form, Class Notice and this Settlement Agreement, the Preliminary Approval Order, the motion for Final Approval, the Class Counsel Fee and Expenses Application, and other pertinent orders and documents to be agreed upon by counsel for the Parties; and
- (iv) the deadlines for any objections, requests for exclusion and mailing of claims, the date, time and location of the final fairness hearing, and any other relevant information agreed upon by counsel for the Parties.

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

8. Notification to Authorized Volkswagen and Audi dealers: Prior to the Notice Date, VWGoA will advise authorized Volkswagen and Audi dealers of the Settlement's Warranty Extension, so that the Warranty Extension may be implemented in accordance with the terms and conditions of this Settlement Agreement. Defense Counsel will confirm with Class Counsel that VWGoA has notified authorized dealers of the Settlement's Warranty Extension.

V. RESPONSE TO NOTICE

A. Objection to Settlement

Any Settlement Class Member who intends to object to the fairness of this Settlement Agreement and/or to Class Counsel's Fee and Expense Application must, by the date specified in the Preliminary Approval Order, which date shall be approximately thirty (30) days after the Notice Date, either (i) file any such objection, together with any supporting briefs and/or documents, with the Court either in person at the Clerk's Office of the United States District Court for the Western District of Missouri, located at Charles Evans Whittaker U.S. Courthouse, 400 E. 9th Street, Kansas City, MO 64106, or (ii) file same via the Court's electronic filing system, or (iii) if not filed in person or via the Court's electronic system, then, by U.S. first-class mail post-marked within the said 30-day deadline, mail the objection, together with any supporting briefs and/or documents, to the United States District Court for the Western District of Missouri, Charles Evans Whittaker U.S. Courthouse, 400 E. 9th Street, Kansas City, MO 64106, and also, by U.S. first-class mail post-marked within said deadline, serve same upon the following counsel for the

Parties: Capstone Law APC, Attn: Tarek Zohdy, 1875 Century Park East, Suite 1000, Los Angeles, California 90067, on behalf of Plaintiffs, and Michael B. Gallub, Shook, Hardy & Bacon L.L.P., 1 Rockefeller Plaza, Suite 2801, New York, New York 10020, on behalf of Defendant.

1. Any objecting Settlement Class Member must include with his or her objection:
 - (a) the objector's full name, address, and telephone number,
 - (b) the model, model year and Vehicle Identification Number of the Settlement Class Vehicle, along with proof that the objector has owned or leased the Settlement Class Vehicle (i.e., a true copy of a vehicle title, registration, or license receipt);
 - (c) a written statement of all grounds for the objection accompanied by any legal support for such objection; and
 - (d) copies of any papers, briefs, or other documents upon which the objection is based and are pertinent to the objection;
 - (e) the name and address of the lawyer(s), if any, who is/are representing the objecting Settlement Class Member in making the objection;
 - (f) a statement of whether the objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, and the identity(ies) of any counsel who will appear on behalf of the Settlement Class Member objection at the Final Approval Hearing; and
 - (g) a list of all other objections submitted by the objector, and/or the objector's counsel, to any class action settlements in any court in the United States in the previous five (5) years, including the full case name with jurisdiction in which it was filed and the docket number. If the Settlement Class Member and/or his/her/its counsel has not objected to any other class action settlement in the United States in the previous five years, then he/she/it shall affirmatively so state in the objection.

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

3. Subject to the approval of the Court, any timely and properly objecting Settlement Class Member may appear, in person or by counsel, at the Final Fairness Hearing to explain the bases for the objection to final approval of the proposed Settlement and/or to any motion for Class Counsel Fees and Expenses or incentive awards. In order to appear at the Final Fairness Hearing, the objecting Settlement Class Member must, no later than the objection deadline, file with the Clerk of the Court, and serve upon all counsel designated in the Class Notice, a Notice of Intention to Appear at the Final Fairness Hearing. The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence and identity of any witnesses that the objecting Settlement Class Member (or the objecting Settlement Class Member's counsel) intends to present to the Court in connection with the Final Fairness Hearing. Any Settlement Class Member who does not provide a Notice of Intention to Appear in accordance with the deadline and other specifications set forth in the Class Notice, or who has not filed an objection that complies in full with the deadline and other requirements set forth in the Settlement Agreement and Class Notice, shall be deemed to have waived and relinquished any right to appear, in person or by counsel, at the Final Fairness Hearing.

B. Request for Exclusion from the Settlement

1. Any Settlement Class Member who wishes to be excluded from the Settlement Class must timely mail a request for exclusion ("Request for Exclusion") to the Claim Administrator at the address specified in the Class Notice, by the deadline set forth below and

specified in the Preliminary Approval Order. To be effective, the Request for Exclusion must be timely mailed to the specified addresses below and:

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

2. Any Request for Exclusion must be postmarked on or before the deadline set by the Court, which date shall be approximately thirty (30) days after the Notice Date, and mailed to all of the following: the Claims Administrator, Rust Consulting, Inc., and Michael B. Gallub, Shook, Hardy & Bacon L.L.P., 1 Rockefeller Plaza, Suite 2801, New York, NY 10020. Any Settlement Class Member who fails to submit a timely and complete Request for Exclusion mailed to the proper addresses, shall be subject to and bound by this Settlement Agreement, the Release, and every order or judgment entered relating to this Settlement Agreement.

3. Class Counsel and Defense Counsel will review the purported Requests for Exclusion and determine whether they meet the requirements of a valid and timely Request for Exclusion. Any communications from Settlement Class Members (whether styled as an exclusion request, an objection or a comment) as to which it is not readily apparent whether the Settlement Class Member meant to exclude himself/herself/itself from the Settlement Class will be evaluated jointly by counsel for the Parties, who will make a good faith evaluation, if possible. Any uncertainties about whether a Settlement Class Member is requesting exclusion from the Settlement Class will be submitted to the Court for resolution. The Claim Administrator will

maintain a database of all Requests for Exclusion, and will send written communications memorializing those Requests for Exclusion to Class Counsel and Defense counsel. The Claim Administrator shall report the names of all such persons and entities requesting exclusion, and the VINs of the Settlement Class Vehicles owned or leased by the persons and entities requesting exclusion, to the Court, Class Counsel and Defense Counsel at least eighteen (18) days prior to the Final Fairness Hearing, and the list of persons and entities deemed by the Court to have timely and properly excluded themselves from the Settlement Class will be attached as an exhibit to the Final Order and Judgment.

VI. WITHDRAWAL FROM SETTLEMENT

Plaintiffs or Defendant shall have the option to withdraw from this Settlement Agreement, and to render it null and void, if any of the following occurs:

1. Any objection to the proposed Settlement is sustained and such objection results in changes to this Agreement that the withdrawing party deems in good faith to be material (e.g., because it increases the costs of the Settlement, alters the Settlement, or deprives the withdrawing party of a material benefit of the Settlement; a mere delay of the approval and/or implementation of the Settlement including a delay due to an appeal procedure, if any, shall not be deemed material); or

2. The preliminary or final approval of this Settlement Agreement is not obtained without modification, and any modification required by the Court for approval is not agreed to by both parties, and the withdrawing party deems any required modification in good faith to be material (e.g., because it increases the cost of the Settlement, alters the Settlement, or deprives the withdrawing party of a benefit of the Settlement; a mere delay of the approval and/or implementation of the Settlement including a delay due to an appeal procedure, if any, shall not be deemed material); or

3. Entry of the Final Order and Judgment described in this Agreement is vacated by the Court or reversed or substantially modified by an appellate court, except that a reversal or modification of an order awarding reasonable attorneys' fees and expenses, if any, shall not be a basis for withdrawal; or

4. In addition to the above grounds, the Defendant shall have the option to withdraw from this Settlement Agreement, and to render it null and void, if more than five-percent (5%) of the persons and entities identified as being members of the Settlement Class exclude themselves from the Settlement Class.

5. To withdraw from this Settlement Agreement under this paragraph, the withdrawing Party must provide written notice to the other Party's counsel and to the Court within ten (10) business days of receipt of any order or notice of the Court modifying, adding or altering any of the material terms or conditions of this Agreement. In the event either Party withdraws from the Settlement, this Settlement Agreement shall be null and void, shall have no further force and effect with respect to any party in the Action, and shall not be offered in evidence or used in the Action or any other litigation or proceeding for any purpose, including the existence, certification or maintenance of any purported class. In the event of such withdrawal, this Settlement Agreement and all negotiations, proceedings, documents prepared and statements made in connection herewith shall be inadmissible as evidence and without prejudice to the Defendant and Plaintiffs, and shall not be deemed or construed to be an admission or confession by any party of any fact, claim, matter or proposition of law, and shall not be used in any manner for any purpose, and all parties to the Action shall stand in the same position as if this Settlement Agreement had not been negotiated, made or filed with the Court. Upon withdrawal, either party

may elect to move the Court to vacate any and all orders entered pursuant to the provisions of this Settlement Agreement.

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

VII. ADMINISTRATIVE OBLIGATIONS

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

B. Except as otherwise stated in this Agreement, as between the Parties, the reasonable costs of the Claim Administrator in dissemination of the Class Notice and administration of the Settlement pursuant to the terms of this Agreement shall be borne by VWGoA.

VIII. SETTLEMENT APPROVAL PROCESS

A. Preliminary Approval of Settlement

Promptly after the execution of this Settlement Agreement, Class Counsel shall present this Settlement Agreement to the Court, along with a motion requesting that the Court issue a Preliminary Approval Order substantially in the form attached as Exhibit 3.

B. Final Approval of Settlement

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

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

C. Plaintiffs' Application for Reasonable Class Counsel Fees and Expenses and Class Representative Service Awards

1. After the Parties reached an agreement on the material terms of this Settlement, the Parties commenced efforts to negotiate the issue of Class Counsel Fees and Expenses and Class Representative service awards. As a result of adversarial arm's length negotiations, the Parties hereby agree that Class Counsel may apply to the Court ("Fee and Expense Application") for a combined award of reasonable attorneys' fees, costs and expenses (hereinafter, collectively, "Class Counsel Fees and Expenses") in an amount up to, but not exceeding, the total combined sum of Two Million Two Hundred Fifty Thousand Dollars (\$2,250,000) for all Class Counsel and all fees, costs and expenses collectively. Class Counsel may apply for such an award, up to that total combined sum, on or before twenty-one (21) days prior to the deadline in the Preliminary Approval

Order for objections and/or requests for exclusion, or as otherwise directed by the Court. Defendant will not oppose a request for Class Counsel Fees and Expenses that does not exceed said total combined and collective sum of up to Two Million Two Hundred Fifty Thousand Dollars (\$2,250,000), and Class Counsel shall not seek or be awarded, nor shall Class Counsel accept, any amount of Class Counsel Fees and Expenses exceeding said total combined and collective sum. The award of reasonable Class Counsel Fees and Expenses, to the extent consistent with this Agreement, shall be paid by Defendant as set forth below, and shall not reduce or in any way affect any benefits available to the Settlement Class pursuant to this Agreement.

The Parties also agree that Class Counsel may also apply to the Court for a reasonable Service Award of up to, but not exceeding, Five Thousand Dollars (\$5,000) for each of the following named Plaintiffs who are serving as Settlement Class Representatives: Neeraj Sharma, Stephan Moonesar, Matthew May, Omar Oweis, Marcos Pieras, Linda Christian, Emily Dack, and Kim Hensley-Hauser, to be paid by Defendant as set forth below. Defendant will not oppose Plaintiffs' request, made as part of the Fee and Expense Application, for a Service Award of up to and not exceeding \$5,000 to each of the aforesaid Plaintiff-Settlement Class Representatives.

2. The Class Counsel Fees and Expenses and Settlement Class Representative Service Awards, to the extent consistent with this Agreement, shall be paid as directed by the Court by wire transfer to Berger Montague PC within thirty (30) days after the later of the Effective Date of the Settlement or the date of entry of the Final Order and Judgment for attorney fees, expenses, and service awards, including final termination or disposition of any appeals relating thereto. Said payment to Berger Montague PC shall fully satisfy and discharge all obligations of Defendant and the Released Parties with respect to payment of the Class Counsel Fees and Expenses, any attorneys' fees and expenses in connection with this Action, and Settlement Class Representative

service awards, and Berger Montague PC shall thereafter have sole responsibility to distribute the appropriate portions of said payment to the other Class Counsel as agreed among them and/or directed by the Court, and to the Settlement Class Representatives.

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

D. Release of Plaintiffs' and Settlement Class Members' Claims

1. Upon the Effective Date, the Plaintiffs and each and every Settlement Class Member shall be deemed to have, and by operation of the Final Order and Judgment shall have, fully, completely and forever released, acquitted and discharged the Defendant and all Released Parties from all Released Claims.

2. Upon the Effective Date, with respect to the Released Claims, the Plaintiffs and all Settlement Class Members expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights, and benefits of § 1542 of the California Civil Code, which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in

his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

3. Upon the Effective Date, the Actions (including all other aforementioned actions previously filed) will be deemed dismissed with prejudice, and Class Counsel shall procure any necessary Orders from the appropriate courts, and file any necessary documents, dismissing said Actions with prejudice.

IX. MISCELLANEOUS PROVISIONS

A. Effect of Exhibits

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

B. No Admission of Liability

Neither the fact of, nor any provision contained in this Agreement, nor any action taken hereunder, shall constitute, or be construed as, any admission of the validity of any claim, allegation or fact alleged in the Actions or of any wrongdoing, fault, violation of law or liability of any kind and nature on the part of Defendant and the Released Parties, or any admission by Defendant or any Released Parties of any claim or allegation made in any action or proceeding against them. The Parties understand and agree that neither this Agreement, any documents prepared and/or filed in connection therewith, nor the negotiations that preceded it, shall be offered or be admissible in evidence against Defendant, the Released Parties, the Plaintiffs or the Settlement Class Members, or cited or referred to in the Actions or any action or proceeding, except as needed to enforce the terms of this Agreement, its Release of Claims against the Released Parties, and the Final Approval Order and Judgment herein.

C. Entire Agreement

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

D. Arm's-Length Negotiations and Good Faith

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

E. Continuing Jurisdiction

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

F. Binding Effect of Settlement Agreement

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

G. Extensions of Time

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

H. Service of Notice

Whenever, under the terms of this Agreement, a person is required to provide service or written notice to Defense counsel or Class Counsel, such service or notice shall be directed to the individuals and addresses specified below, unless those individuals or their successors give notice to the other parties in writing, of a successor individual or address:

As to Plaintiffs: Russell D. Paul, Esq.
Berger Montague PC
1818 Market Street, Suite 3600
Philadelphia, PA 19103

As to Defendant: Michael B. Gallub, Esq.
Homer B. Ramsey, Esq.
Shook, Hardy & Bacon L.L.P.
1 Rockefeller Plaza, Suite 2801
New York, NY 10020

I. Authority to Execute Settlement Agreement

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

J. Return of Confidential Materials

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

K. No Assignment

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

L. No Third-Party Beneficiaries

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

M. Construction

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


N. Captions

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

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


ON BEHALF OF PLAINTIFFS:

Dated: 10/24, 2023
October



Bonner C. Walsh
Walsh PLLC
1561 Long Haul Road
Grangeville, ID 83530

Dated: 10/24, 2023
October



Matthew D. Schelkopf
Joseph B. Kenney
SAUDER SCHELKOPF LLC

1109 Lancaster Avenue
Berwyn, PA 19312



Adam Gonnelli
Law Office of Adam R. Gonnelli,
L.L.C.
7030 E. Genesee Street
Fayetteville, NY 13066

Dated:
November 1, 2023

Dated: 10/23 , 2023
October



Joel D. Smith
BURSOR & FISHER, P.A.
1990 N. California Blvd., Ste. 940
Walnut Creek, CA 94596

Dated: 10/24 , 2023
October



Russell D. Paul
BERGER MONTAGUE PC
1818 Market Street, Suite 3600
Philadelphia, PA 19103

Dated: , 2023
October

Tarek H. Zohdy
CAPSTONE LAW APC
1875 Century Park East, Suite 1000
Los Angeles, California 90067

ON BEHALF OF DEFENDANT:

Dated: , 2023
October

Michael B. Gallub
Homer B. Ramsey
SHOOK, HARDY & BACON L.L.P.
1 Rockefeller Plaza, Suite 2801
New York, New York 10020

Dated: _____

Neeraj Sharma

1109 Lancaster Avenue
Berwyn, PA 19312

Dated: _____, 2023
October

Adam Gonnelli
Law Office of Adam R. Gonnelli,
L.L.C.
7030 E. Genesee Street
Fayetteville, NY 13066


Dated: _____, 2023
October

Joel D. Smith
BURSOR & FISHER, P.A.
1990 N. California Blvd., Ste. 940
Walnut Creek, CA 94596

Dated: _____, 2023
October

Russell D. Paul
BERGER MONTAGUE PC
1818 Market Street, Suite 3600
Philadelphia, PA 19103

Dated: 27, 2023
October



Tarek H. Zohdy
CAPSTONE LAW APC
1875 Century Park East, Suite 1000
Los Angeles, California 90067

ON BEHALF OF DEFENDANT:

Dated: _____, 2023
October

Michael B. Gallub
Homer B. Ramsey
SHOOK, HARDY & BACON L.L.P.
1 Rockefeller Plaza, Suite 2801
New York, New York 10020

Dated: _____

Neeraj Sharma

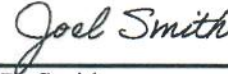
1109 Lancaster Avenue
Berwyn, PA 19312



Adam Gonnelli
Law Office of Adam R. Gonnelli,
L.L.C.
7030 E. Genesee Street
Fayetteville, NY 13066

Dated:
November 1, 2023

Dated: 10/23 , 2023
October



Joel D. Smith
BURSOR & FISHER, P.A.
1990 N. California Blvd., Ste. 940
Walnut Creek, CA 94596

Dated: 10/24 , 2023
October



Russell D. Paul
BERGER MONTAGUE PC
1818 Market Street, Suite 3600
Philadelphia, PA 19103

Dated: , 2023
October

Tarek H. Zohdy
CAPSTONE LAW APC
1875 Century Park East, Suite 1000
Los Angeles, California 90067

ON BEHALF OF DEFENDANT:

Dated: **NOVEMBER**
3, 2023
~~October~~



Michael B. Gallub
Homer B. Ramsey
SHOOK, HARDY & BACON L.L.P.
1 Rockefeller Plaza, Suite 2801
New York, New York 10020

Dated: _____

Neeraj Sharma

1109 Lancaster Avenue
Berwyn, PA 19312

Dated: _____, 2023
October

Adam Gonnelli
Law Office of Adam R. Gonnelli,
L.L.C.
7030 E. Genesee Street
Fayetteville, NY 13066

Dated: _____, 2023
October

Joel D. Smith
BURSOR & FISHER, P.A.
1990 N. California Blvd., Ste. 940
Walnut Creek, CA 94596

Dated: _____, 2023
October

Russell D. Paul
BERGER MONTAGUE PC
1818 Market Street, Suite 3600
Philadelphia, PA 19103

Dated: _____, 2023
October


Tarek H. Zohdy
CAPSTONE LAW APC
1875 Century Park East, Suite 1000
Los Angeles, California 90067

ON BEHALF OF DEFENDANT:

Dated: _____, 2023
October

Michael B. Gallub
Homer B. Ramsey
SHOOK, HARDY & BACON L.L.P.
1 Rockefeller Plaza, Suite 2801
New York, New York 10020

Dated: _____



Neeraj Sharma (Oct 23, 2023 13:58 PDT)

Neeraj Sharma

Dated: Oct 23, 2023

Stephan Moonesar
Stephan Moonesar (Oct 23, 2023 16:46 EDT)
Stephan Moonesar

Dated: 10/25/2023

DocuSigned by:
Emily Dack
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Emily Dack

Dated: _____

Kim Hensley-Hauer

Dated: _____

Matthew May

Dated: _____

Omar Oweis

Dated: _____

Marco Pieras

Dated: _____

Linda Christian

Dated: Oct 23, 2023

Stephan Moonesar
Stephan Moonesar (Oct 23, 2023 16:46 EDT)
Stephan Moonesar

Dated: _____

Emily Dack

Dated: 10/25/2023

DocuSigned by:
Kim Hensley-Hauer
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Kim Hensley-Hauer

Dated: _____

Matthew May

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Omar Oweis

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Marco Pieras

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Linda Christian

Dated: _____

Stephan Moonesar

Dated: _____

Emily Dack

Dated: _____

Kim Hensley-Hauer

Dated: 10/23/2023

DocuSigned by:
Matthew May
Matthew May

Dated: _____

Omar Oweis

Dated: _____

Marcos Pieras

Dated: _____

Linda Christian

Dated: _____

Stephan Moonesar

Dated: _____

Emily Dack


Dated: _____

Kim Hensley-Hauer

Dated: _____

Matthew May

Dated: 10/25/2023

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Dated: _____

Marco Pieras

Dated: _____

Linda Christian

Dated: _____

Stephan Moonesar

Dated: _____

Emily Dack

Dated: _____

Kim Hensley-Hauer


Dated: _____

Matthew May

Dated: _____

Omar Oweis

Dated: 10/24/2023 _____

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Dated: _____

Linda Christian

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Stephan Moonesar

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Emily Dack

Dated: _____

Kim Hensley-Hauer

Dated: _____

Matthew May

Dated: _____

Omar Oweis

Dated: _____

Marco Pieras

Dated: 10/25/2023

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