

CLASS SETTLEMENT AGREEMENT

This Settlement Agreement (the “Settlement Agreement” or the “Agreement”) is made and entered into as of this ___ day of March, 2026, by and between Plaintiffs Robert Wright, Jacqueline Wright, Jennifer Segarini, Catherine Wilson, Edward Norris, Andreas Zembrzycki, Edward Pischik, Olga Nikitina, and Wamidh Jawad (“Plaintiffs”), individually and as representatives of the Settlement Class defined below, and Volkswagen Group of America, Inc. (“VWGoA” or “Defendant”) (collectively, the “Parties”).

RECITALS

WHEREAS, on October 11, 2024 Plaintiffs filed a putative class action against VWGoA, *Robert Wright, et al. v. Volkswagen Group of America, Inc., et al.*, Civil Action No. 5:24-cv-02171-JGB-SHK in the United States District Court for the Central District of California, asserting claims alleging a brake-related defect in the Settlement Class Vehicles (hereinafter, the “Action”);

WHEREAS, on February 27, 2025, VWGoA filed a motion to dismiss the Complaint (ECF No. 16), and in lieu of opposing the motion, by stipulation of the parties, Plaintiffs filed their First Amended Complaint on May 16, 2025 (ECF No. 25);

WHEREAS, VWGoA filed a motion to dismiss the First Amended Complaint June 30, 2025 (ECF No. 29). That motion was fully briefed by the Parties (ECF No. 30, 31), and by Order dated September 10, 2025, the Court dismissed Plaintiffs’ First Amended Complaint with leave to replead in a Second Amended Complaint (ECF No. 33);

WHEREAS, on September 19, 2025, Plaintiffs filed their Second Amended Complaint (“SAC”) (ECF No. 35), which is the current operative pleading;

WHEREAS, on October 29, 2025, VWGoA filed a motion to dismiss the SAC, which motion is in the process of being fully briefed by the Parties (ECF No. 38);

WHEREAS, Defendant denies Plaintiffs' allegations and claims, and maintains, *inter alia*, that the Settlement 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 Settlement Class Vehicles have been properly designed, tested, manufactured, distributed, marketed, advertised, warranted and sold, and that the Plaintiffs' allegations and claims lack merit and are not suitable for class treatment if the Action proceeded through litigation and trial;

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 are being Released herein and that were or could have been brought in the Action by or on behalf of Plaintiffs and members of the Settlement Class;

WHEREAS, the Parties agree that neither this Settlement Agreement and its terms, nor the underlying settlement negotiations, settlement-related documents, settlement approval documents, filings, and orders, or the fact of Settlement itself, shall constitute evidence of, be construed as, or be used and/or admissible in any action or proceeding (judicial or otherwise) as, any evidence or admission of any fact, issue of fact or law, liability, responsibility, damages, or wrongdoing of any kind and nature on the part of Defendant or any Released Party, which are expressly denied.

WHEREAS, this Settlement Agreement is the result of vigorous arm's length negotiations of disputed claims between the Parties who are represented by experienced class action counsel, and the Parties and counsel believe this Settlement is fair, reasonable, and

adequate, compliant in all respects with Fed. R. Civ. P. 23 (“Rule 23”), and 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. “Action” or “Lawsuit”

“Action” or “Lawsuit” refers to the litigation entitled *Robert Wright, et al. v. Volkswagen Group of America, Inc., et al.*, Civil Action No. 5:24-cv-02171-JGB-SHK, pending in the United States District Court for the Central District of California.

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

“Agreement,” “Settlement,” or “Settlement Agreement” means this Class 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”

The "Claim Administrator" shall mean JND Legal Administration LLC.

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.R. of this Agreement) and other required documents in which a Settlement Class Member seeks to claim reimbursement for certain paid and unreimbursed out-of-pocket expenses pursuant to the terms, conditions, and limitations set forth in Section II.B. and II.C. of this Settlement Agreement.

E. “Claim Form”

“Claim Form” means the form that must be fully completed, signed, dated, and timely submitted to the Claim Administrator, together with all required Proof of Repair Expense documentation and other required documentation, in order to make a Claim for Reimbursement under the terms and conditions of this Settlement Agreement, which Claim Form will be substantially in the form attached hereto as Exhibit 1.

F. “Claim Period”

“Claim Period” means the period of time within which a Claim for Reimbursement under this Settlement must be submitted either by regular first-class mail to the Claim Administrator postmarked no later than sixty (60) days after the Notice Date, or online through the Settlement Website no later than sixty (60) days after the Notice Date.

G. “Class Counsel” or “Plaintiffs’ Counsel”

“Class Counsel” or “Plaintiffs’ Counsel” shall mean Alex Straus, Esq. and Leland H. Belew, Esq. of Milberg, PLLC.

H. “Class Notice”

“Class Notice” means the Postcard Class Notice that will be disseminated to the Settlement Class pursuant to the Class Notice Plan, and the Long-Form Class Notice that will be made available on the Settlement Website, which will be substantially in the forms attached hereto as Exhibits 2 and 3 respectively.

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

“Class Notice Plan” or “Notice Plan” means the plan for disseminating class notice to the Settlement Class as set forth in Section V 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 Central District of California located in Riverside, California.

K. “Defense Counsel”

“Defense Counsel” means Michael B. Gallub, Esq. and Brian T. Carr, Esq. of Shook, Hardy & Bacon L.L.P.

L. “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 Class Representative service awards, have expired or been exhausted in such a manner as to affirm the Final Order and Judgment.

M. “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.

N. “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).

O. “Final Order and Judgment”

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

P. “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.

Q. “Notice Date”

“Notice Date” means the Court-ordered date by which the Claim Administrator shall mail Postcard Class Notice of this Settlement to the Settlement Class in accordance with Section IV.B.1 of this Agreement. The Notice Date shall be a date no sooner than one hundred (100) days after the Court enters a Preliminary Approval Order substantially in the form attached hereto as Exhibit 4.

R. “Proof of Repair Expense”

“Proof of Repair Expense” shall mean all of the following: (1) an original or legible copy of a repair invoice, service order or repair order for the repair covered under the Settlement containing claimant’s name, the make, model and vehicle identification number (“VIN”) of the Settlement Class Vehicle, the name and address of the authorized Volkswagen dealer or non-dealer service center that performed the repair, the date of repair, the Settlement Class Vehicle’s mileage at the time of repair, a description of the repair work performed demonstrating that there is a Covered Repair, including the parts repaired/replaced and a breakdown of parts and labor costs, and the amount charged (parts and labor) for the repair; (2) proof of the Settlement Class Member’s payment for the repair including the amount paid; and (3) if the claimant is not the

person or entity to whom/which class notice was sent, they must also submit proof of the Settlement Class Member's ownership or lease of the Settlement Class Vehicle at the time of the Covered Repair.

S. "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, and remedies, of any kind, nature and description, whether known or unknown, asserted or unasserted, foreseen or unforeseen, 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, executors, administrators, assigns and representatives) which in any way arise from or relate to the front brakes of the Settlement Class Vehicles that were or could have been asserted in the Action, including, but not limited to, noise, vibration, pulsation, and/or wear of front brake pads and/or rotors/discs, including any and all such 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, regulation, and/or common law, and also including any consumer protection, consumer fraud, unfair business practices or deceptive trade practices statutes or laws, any state, federal or local warranty and/or lemon laws/statutes, any common law causes of action or theories of liability or recovery, and any legal or equitable theories whatsoever including tort, contract, products and/or strict liability, negligence, fraud, misrepresentation, concealment, consumer protection, restitution, quasi-contract, unjust enrichment, breach of express warranty, breach of implied warranty, violation of the Magnuson-Moss Warranty Act, California Song-Beverly Act, California Consumer Legal Remedies Act, California Unfair Competition Law, New York General Business Law §§ 349 and 350, Illinois Consumer Fraud and Deceptive

Practices Act, any other federal, state and/or local consumer protection and/or unfair or deceptive trade practices, warranty, and/or lemon law statutes, rules or regulations, the Uniform Commercial Code and any and all federal, state or local derivations thereof, secret warranty laws, and/or any other statutory or common law theories of liability and/or recovery, whether in law or in equity, and whether known or unknown, and for any and all injuries, losses, damages, remedies, recoveries or entitlements of any kind, nature and description, in law or in equity, 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, and any other legal or equitable relief. This release expressly exempts claims for personal injuries, and for property damage other than to the Settlement Class Vehicle itself.

T. “Released Parties”

“Released Parties” shall mean Volkswagen Group of America, Inc., Volkswagen International America, Inc., Volkswagen AG, Volkswagen de México S.A. de C.V., Volkswagen Credit, Inc., 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 successor companies, parent companies, subsidiary companies, predecessor companies, affiliated companies, divisions, trustees and representatives, all such entities’ 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, representatives, executors, administrators, successors, and assigns.

U. “Settlement Class” or “Settlement Class Members”

“Settlement Class” or “Settlement Class Members” refers to: “All present and former U.S. (including Puerto Rico) owners and lessees of Settlement Class Vehicles, as defined in Section I.V. of this Agreement.”

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 Defendants, and their family members; (c) any affiliate, parent or subsidiary of Defendants and any entity in which Defendants have 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 Defendants 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.

V. “Settlement Class Vehicles”

“Settlement Class Vehicles” means the certain specific model year 2021 through 2025 Volkswagen Atlas and Atlas Cross Sport vehicles that are specifically designated by Vehicle Identification Number (VIN) in the VIN List annexed as Exhibit 5 to this Settlement Agreement, which were imported and/or distributed by Volkswagen Group of America, Inc. for sale or lease in the United States and Puerto Rico.

II. SETTLEMENT CONSIDERATION

In consideration for the full and complete Release of all Released Claims against all Released Parties, and the dismissal of the Action with prejudice, Defendant agrees to provide the following consideration to the Settlement Class:

A. Warranty Extension for Current Owners or 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 a percentage of the cost of one (1) replacement (parts and labor), by an authorized Volkswagen dealer, of a Settlement Class Vehicle’s factory-installed or Volkswagen replacement front brake pads (bearing part number 3QF.615.115.D, 3QF.615.115.G, 3QF.698.151.B, or 3QF.698.151.E), for a diagnosed condition of front brake noise (squealing, squeaking, grinding, scraping) and/or front brake vibration/pulsation, during the time and mileage duration (either for up to 36 months or 36,000 miles (whichever occurs first) from the vehicle’s In-Service Date, or for up to 42 months or 42,000 miles (whichever occurs first) from the vehicle’s In-service Date, as applicable), and pursuant to the schedule of coverage percentages, set forth in the Chart below based upon the age and mileage of the Settlement Class Vehicle at the time of said warranty extension repair (hereinafter, the “Warranty Extension”):

	<i>Vehicle age and mileage from In-Service Date (whichever occurs first) at time of repair</i>	<i>Percentage of cost of front brake pad replacement (parts and labor) covered under the Warranty Extension</i>
1	12+ months/12,001 miles – 15 months/15,000 miles	100%
2	15+ months/15,001 miles – 18 months/18,000 miles	90%
3	18+ months/18,001 miles – 21 months/21,000 miles	80%
4	21+ months/21,001 miles – 24 months/24,000 miles	70%
5	24+ months/24,001 miles – 27 months/27,000 miles	60%
6	27+ months/27,001 miles – 30 months/30,000 miles	50%
7	30+ months/30,001 miles – 33 months/33,000 miles	40%
8	33+ months/33,001 miles – 36 months/36,000 miles	30%
9*	36+ months/36,001 miles – 39 months/39,000 miles	25%
10*	39+ months/39,001 miles – 42 months/42,000 miles	20%

*The time/mileage durations and coverage percentages in Rows 9-10 of this Chart will apply only if the Settlement Class Member submits, to the dealer, a Declaration, signed under the penalty of perjury, that to the best of his/her/its knowledge the Settlement Class Vehicle did not already have a prior front brake pad replacement as of the time it is presented for the covered repair under the Warranty Extension. A template/fillable form of such Declaration will be available on the Settlement Website. Otherwise, the duration of the Warranty Extension will be 36 months or 36,000 miles (whichever occurs first) from the Settlement Class Vehicle’s In-Service Date, pursuant to the above schedule of coverage percentages in rows 1-8 of the above Chart, as applicable.

However, if a Settlement Class Vehicle's Warranty Extension time period from In-Service Date has expired as of the Notice Date, then that Settlement Class Vehicle's Warranty Extension time duration will be extended to 75 days from the Notice Date, but will still be subject to the applicable mileage limitation (either 36,000 or 42,000 miles from the vehicle's In-Service Date), whichever occurs first.

The Warranty Extension is subject to the same terms and conditions set forth in the Settlement Class Vehicle's New Vehicle Limited Warranty and Warranty Information Booklet, and is transferrable to subsequent owners of Settlement Class Vehicles to the extent that the time and mileage limitations of the Warranty Extension have not expired.

Excluded from the Warranty Extension are any front brake noise (squealing, squeaking, grinding, scraping) and/or front brake vibration/pulsation resulting from abuse, misuse, alteration or modification, excess wear and tear, a collision or crash, vandalism, and/or impact or outside source.

Defendant shall not be responsible for, and shall not warrant, any repair or replacement work that was not performed by an authorized Volkswagen dealer.

B. Reimbursement of Certain Out-of-Pocket Expenses for a Covered Repair Performed and Paid For Prior to the Notice Date and Within Either 36 Months or 36,000 Miles (Whichever Occurred First), or 42 Months or 42,000 Miles (Whichever Occurred First), As Applicable, from the Settlement Class Vehicle's In-Service Date

1. Reimbursement:

A Settlement Class Member may seek reimbursement of a percentage of the past paid (and unreimbursed) out-of-pocket expense for one (1) replacement (parts¹ and/or labor) of a

¹ Settlement Class Members who purchased and paid out-of-pocket for only the covered front brake parts and performed the repairs themselves are also eligible for a percentage of reimbursement, pursuant to the above table, if: (i) the Proof of Repair expense documentation or an estimate (estimate must include: (a) claimant's name; (b) the make, model, and VIN of the Settlement Class Vehicle; (c) the name and address of the dealer or non-dealer repair shop that gave the estimate; (d) the date of the estimate; and (e) the Settlement Class Vehicle's mileage at time of

Settlement Class Vehicle’s front brake pads—and of the front brake discs/rotors if they were replaced at the same time as the past paid covered front brake pad replacement—to address a diagnosed condition of front brake noise (squealing, squeaking, grinding, scraping) and/or front brake vibration/pulsation, which was performed prior to the Notice Date and within either 36 months or 36,000 miles (whichever occurred first) from the Settlement Class Vehicle’s In-Service Date, or 42 months or 42,000 miles (whichever occurred first) from the Settlement Class Vehicle’s In-Service date, as applicable and pursuant to the schedule of coverage percentages set forth in the Chart below based upon the age and mileage of the Settlement Class Vehicle at the time of such past paid (and unreimbursed) repair:

	<i>Vehicle Age and Mileage from In-Service Date (whichever occurred first) at time of the Past Paid (and Unreimbursed) Repair</i>	<i>Percentage of Reimbursement of the Past Paid (and Unreimbursed) Repair Expense</i>
1	12+ months/12,001 miles – 15 months/15,000 miles	100%
2	15+ months/15,001 miles – 18 months/18,000 miles	90%
3	18+ months/18,001 miles – 21 months/21,000 miles	80%
4	21+ months/21,001 miles – 24 months/24,000 miles	70%
5	24+ months/24,001 miles – 27 months/27,000 miles	60%
6	27+ months/27,001 miles – 30 months/30,000 miles	50%
7	30+ months/30,001 miles – 33 months/33,000 miles	40%
8	33+ months/33,001 miles – 36 months/36,000 miles	30%
9*	36+ months/36,001 miles – 39 months/39,000 miles	25%

estimate) shows a diagnosis from an authorized Volkswagen dealer or non-dealer repair facility, contemporaneous with the purchase of the covered part, of front brake noise (squealing, squeaking, grinding, scraping) and/or front brake-related vibration/pulsation, (ii) they submit a signed declaration under penalty of perjury attesting that they did, in fact, perform the repair themselves, and (iii) all other criteria under the Settlement are satisfied.

10*	39+ months/39,001 miles – 42 months/42,000 miles	20%
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* Rows 9-10 of this Chart will only apply if the Settlement Class Member submits, together with all Proof of Repair Expense documentation, a Declaration, signed under penalty of perjury, that to the best of his/her/its knowledge the Settlement Class Vehicle did not already have a prior front brake pad replacement as of the date of the past paid (and unreimbursed) covered repair for which reimbursement is sought. A template/fillable form of such Declaration will be available on the Settlement Website. Otherwise, only rows 1-8 shall apply, and the reimbursement period shall be only for a covered past paid (and unreimbursed) repair that was performed and paid for prior to the Notice Date and within 36 months or 36,000 miles (whichever occurred first) from the Settlement Class Vehicle’s In-Service Date (pursuant to the schedule of coverage percentages in rows 1-8, as applicable).

However, if the covered repair for which reimbursement is sought was not performed by an authorized Volkswagen dealer, then the paid invoice amount of the repair (parts and labor), from which the Settlement Class Member may receive a percentage reimbursement pursuant to the above table, shall be limited to a maximum of \$684 for front brake pad replacement, and \$1,000 for front brake disc/rotor replacement.

2. Limitations:

Any reimbursement under this Section shall be subject to a set-off/reduction of any amounts already received from any other sources regarding the subject past repair (such as dealer or VWGoA goodwill or discount, service contracts or extended warranties from VWGoA or any third-parties, insurance, or from any other source). If the Settlement Class Member received a free replacement or repair, or was otherwise reimbursed the full amount for the subject past repair, he/she/it will not be entitled to any reimbursement.

Excluded from reimbursement are any past front brake pad and/or disc replacements to address a front brake noise and/or vibration/pulsation that was due to abuse, misuse, alteration or modification, a collision or crash, vandalism, excess wear and tear, and/or other impact or outside source.

C. Requirements for Submission of a Claim for Reimbursement under Section II.B. of this Agreement:

1. The Claim for Reimbursement must be mailed to the Claim Administrator, post-marked no later than sixty (60) days after the Notice Date, or submitted online through the Settlement Website no later than sixty (60) days after the Notice Date;
2. The Claim, as timely mailed or submitted online, must contain a fully completed, signed or e-signed, and dated Claim Form, together with all required Proof of Repair Expense documentation and any other required documentation set forth in Section II.B. and this Section;
3. 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;
4. If the subject past repair was performed within the Settlement Class Vehicle's original NVLW period by a service entity or facility that is not an authorized Volkswagen dealer, then the Settlement Class Member must also submit, together with all other required documentation, a Declaration, signed under penalty of perjury, confirming that he/she/it first attempted to have his/her/its repair completed at an authorized dealer but the dealer refused to or was unable to complete the repair under warranty. A template/fillable form of such Declaration will be available on the Settlement Website; and

5. 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, Defendant shall be responsible for the 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 Defendant, shall mail to the Settlement Class Member, at the address listed on the Claim Form, a reimbursement check to be sent as soon as reasonably feasible, but no later than one-hundred fifty (150) after receipt of the fully completed Claim, or within one-hundred-fifty (150) days of the Effective Date, whichever is later, unless the parties agree otherwise in writing. Checks shall remain valid for 180 days.

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 Claim 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, or by email if the Settlement Class Member has expressly chosen to receive communications by email, advising of the deficiency(/ies) in the Claim Form and/or the documentation. The Settlement Class Member will then have thirty (30) days after the date of said letter/notice to either submit through the Settlement Website, or mail to the Claim Administrator, a response that cures all said deficiencies and supplies all missing information and documentation. If the Settlement Class Members fails to timely respond, or the response does not cure all deficiencies and supply all missing information or documentation, the claim will be denied.

4. If the 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 in the Claim Form and/or the required supporting documentation, the Claim Administrator will so notify the Settlement Class Member by sending a letter or notice of the denial by regular mail, or by email if the Settlement Class Member has opted to receive communications by email instead. Any Settlement Class Member whose claim is denied shall have fifteen (15) 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, and/or whether any disputed issues can amicably be resolved. Any request for "attorney review" must be made in writing and submitted to the Claim Administrator within fifteen (15) days of the date the denial letter or notice was mailed or emailed. 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 (and Puerto Rico) 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 (“Notice Plan”):

1. On an agreed upon date with the Claim Administrator, but in no event less than one-hundred (100) days after entry of the Preliminary Approval Order, the Claim Administrator shall cause individual Postcard Class Notice, substantially in the form attached hereto as Exhibit 2, to be mailed, by first class mail, to the current or last known addresses of all reasonably identifiable Settlement Class Members. The Claim Administrator shall also e-mail a copy of the Postcard Class Notice to Settlement Class Members whose current or last known e-mail addresses are currently in VWGoA’s possession, to the extent that doing so would not be prohibited or restricted by agreement, customer/e-mail addressee request or restriction, and/or privacy or confidentiality laws, rules, or internal company policies. A longer form Class Notice, substantially in the form attached hereto as Exhibit 3, will be made available on the Settlement Website. The parties may agree to format the Postcard 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 of any changes. The Claim Administrator shall be responsible for disseminating the Postcard Class Notice as set forth in this paragraph.

2. For purposes of identifying Settlement Class Members, the Claim Administrator shall obtain (from S&P Global, Experian, or an equivalent company agreed upon by the Parties) the names and current or last known addresses of Settlement Class Vehicle owners and lessees that can reasonably be obtained from the Departments of Motor Vehicles of the States, the District of Columbia, and Puerto Rico, based upon the VINs of Settlement Class Vehicles to be provided by Defendant.

3. Prior to mailing the Postcard 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 Postcard Class Notice that is returned as undeliverable, the Claim Administrator shall re-mail it if a forwarding address has been provided. For undeliverable Postcard Class Notices where no forwarding address is provided, the Claim Administrator shall perform an advanced address search (e.g., a skip trace) and re-mail any such Notice to the extent any new and current address is located.

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

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

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

- a. instructions on how to submit a Claim for Reimbursement by mail;
- b. a form for submitting a Claim for Reimbursement online;
- c. instructions on how to contact the Claim Administrator, Class Counsel and Defendant's Counsel for assistance;
- d. a portal for Settlement Class Members to insert the VIN number of their vehicle to confirm whether it is a Settlement Class Vehicle;
- e. a copy of the Claim Form, Postcard Class Notice, Longer Form Class Notice, this Settlement Agreement, the Preliminary Approval Order, the template/fillable Declaration forms set forth above, the motion for Final Approval, the Class Counsel Fee and Expense Application, any Party responses to objections and/or requests for exclusion; and other pertinent orders and documents to be agreed upon by counsel for the Parties; and
- f. the deadlines for any objections, requests for exclusion, and submission 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 Defendant's counsel, attesting that the Class Notice was disseminated in a manner consistent with the terms of this Agreement or those required by the Court.

V. RESPONSE TO NOTICE

A. Objection to the 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 and Application for Settlement Class Representative Service Awards, must, by the date specified in the Preliminary

Approval Order, which date shall be approximately thirty (30) days after the Notice Date, file any such objection with the Court either (i) in person at the Clerk's Office of the United States District Court, Central District of California located at 3470 Twelfth Street, Room 134, Riverside, California 92501, or (ii) via the Court's electronic filing system, or (iii) if not filed in person or via the Court's electronic system, mail the objection to the Court at the Clerk's Office, 3470 Twelfth Street, Room 134, Riverside, California 92501 and also serve by first-class mail copies of the objection upon: Leland H. Belew, Milberg, PLLC, 2227 W. Monroe Street, Suite 2100, Chicago, IL 60606 on behalf of Plaintiffs, and Michael B. Gallub, Shook, Hardy & Bacon L.L.P., 1 Rockefeller Plaza, Ste. 2801, New York, New York 10020 on behalf of Defendant.

1. Any objecting Settlement Class Member must include with his or her objection all of the following:
 - 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;
 - d. copies of any papers, briefs, or other documents upon which the objection is based and/or are pertinent to the objection;
 - e. the name and address of any lawyer(s) 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 Fairness 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 Fairness Hearing; and

g. a list of all other objections submitted by the objector, or the objector's counsel, to any class action settlements submitted in any court in the United States in the previous five (5) years, including the full case name, the court in which it was filed, and the docket number. If the Settlement Class Member or his/her/its counsel has not objected to any other class action settlement in the United States in the previous five years, 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 why the proposed Settlement should not be approved as fair, reasonable, and adequate, or to object to any motion for Class Counsel Fees and Expenses or Class Representative service 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 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 this Settlement Agreement and the Class Notice, or who has not filed an objection in accordance with the deadline and other requirements set forth in this Settlement Agreement and the 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, by U.S. first-class mail, a request for exclusion (“Request for Exclusion”) to the Claim Administrator and counsel for all Parties by the deadline set forth below and specified in the Preliminary Approval Order. To be effective, the Request for Exclusion must be sent to the specified addresses 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;
- c. state that the person(s) or entity seeking exclusion is a current or former owner or lessee of a Settlement Class Vehicle; and
- d. specifically and unambiguously state his/her/its desire to be excluded from the Settlement Class.

2. Any Request for Exclusion must be (i) an individual request that is individually signed by the Settlement Class Member requesting exclusion, (ii) postmarked on or before the deadline set by the Court, which date shall be no later than thirty (30) days after the Notice Date, and (iii) mailed to each of the following: the Claim Administrator, JND Legal Administration LLC; Leland H. Belew, Milberg, PLLC, 227 W. Monroe Street, Suite 2100, Chicago, IL 60606;

and Michael B. Gallub, Shook, Hardy & Bacon L.L.P., 1 Rockefeller Plaza, Ste. 2801, New York, NY 10020.

3. Any Settlement Class Member who fails to mail a timely and complete Request for Exclusion to the proper addresses specified above, and containing all of the information specified above, shall not be excluded from the Settlement Class and shall be subject to and bound by this Settlement Agreement, the Released Claims, and every order or judgment entered relating to this Settlement Agreement.

4. Class Counsel and Defendant's counsel will review the purported Requests for Exclusion and determine whether they meet the requirements of a valid 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.

5. 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 Defendant's 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 Defendant's 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.

C. Appearance at Final Fairness Hearing

1. Subject to the approval of the Court, any other Settlement Class Member who wishes to appear (in person or by counsel) at the Final Fairness Hearing must, no later than the objection or request for exclusion 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 set forth the substance of what the Settlement Class Member intends to present at the hearing and include any documents and materials he/she/it intends to present. Any Settlement Class Member that has not submitted a timely objection may not raise any objection at the Final Fairness Hearing, notwithstanding whether said Settlement Class Member has filed a Notice of Intention to Appear. Any Settlement Class Member who does not provide a Notice of Intention to Appear in accordance with the deadline and specifications set forth herein, shall be deemed to have waived and relinquished any right to appear, in person or by counsel, at the Final Fairness Hearing.

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 seven and one-half percent (7.5%) 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, and all negotiations, proceedings, documents prepared and statements made in connection therewith, (i) shall be null and void and have no force and effect with respect to any Party in the Action, (ii) shall be inadmissible, and shall not be offered in evidence or used, in the Action or any other litigation for any purpose, including but not limited to the existence, certification or maintenance of any purported class, (iii) shall not be deemed or construed to be an admission or confession by any Party of any fact,

matter or proposition of law, (iv) shall not be used in any manner for any purpose, and (v) 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 Defendant's counsel may inspect and monitor the claims process.

B. Except as otherwise stated in this Agreement, as between the Parties herein, all reasonable expenses incurred in administering this Settlement Agreement, including, without limitation, the cost of the Class Notice and of the Claim Administrator's distributing and administering the benefits of the Settlement Agreement based upon properly approved Claims, shall be paid by Defendant.

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 4.

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 and the Court, 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 the Settlement and Fed. R. Civ. P. 54(b), substantially in a form to be agreed and submitted 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 Attorney Fees and Class Representative Service Awards

1. The Parties will attempt to reach agreement on reasonable Class Counsel Fees and Expenses and Class Representative Service Awards, for which Class Counsel may apply to the Court. If the Parties are unable to reach agreement, Class Counsel will make an application for reasonable Class Counsel Fees and Expenses and Class Representative Service Awards to the Court, to which Defendant may respond as it deems appropriate. Prior to doing so, the Parties shall meet and confer in a good-faith effort to agree upon an appropriate schedule and any discovery that may need to be conducted on the relevant issues. If the Parties cannot agree, either Party may apply to the Court with regard to such scheduling and/or discovery issues. The Court's award of reasonable Class Counsel Fees and Expenses, if any, shall be subject to rights of appeal by any of the Parties.

2. 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 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 Settlement Class Representatives' service awards or Class Counsel Fees and Expenses.

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

1. Upon entry of the Final Approval Order and Judgment, the Plaintiffs and each 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 Released Parties from all Released Claims.

2. Upon entry of the Final Approval Order and Judgment, 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 entry of the Final Approval Order and Judgment, the Action will be deemed dismissed 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 including any documents generated and/or filed relating to this Agreement, shall constitute, be construed as, or be used as, any evidence or admission of (i) the existence or validity of any allegation, claim, issue of law, or any fact alleged in the Action and any other action or proceeding (judicial or otherwise), and/or (ii) any wrongdoing, fault, violation of law or liability of any kind or nature on the part of Defendant and the Released Parties in the Aion or

any other action or proceeding (judicial or otherwise). The Parties understand and agree that neither this Agreement, the negotiations or documents that preceded it, nor any documents generated and/or filed relating to 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 Action or any other action or proceeding (judicial or otherwise), except in an action or proceeding brought to enforce any of the terms of this Agreement or as a defense to any action or proceeding that violates, in whole or in part, any of the terms of this Agreement, the Preliminary Approval Order, or the Final Order and Judgment.

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.

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 Defendant's 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 Plaintiff: Leland H. Belew, Esq.
Milberg, PLLC
227 W. Monroe Street
Suite 2100
Chicago, IL 60606

As to Defendant: Michael B. Gallub, Esq.
Shook, Hardy & Bacon, L.L.P.
1 Rockefeller Plaza, Ste. 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. Discovery

Defendant will participate in reasonable confirmatory discovery to be agreed by the Parties.

K. Return of Confidential Materials

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

L. 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.

M. 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.

N. 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.

O. 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 PLAINTIFF:

Dated: 4/13/2026

Signed by:
Alex Straus
447EFFF8DC0640D...
Name: Leland H. Belew
Milberg, PLLC
227 W. Monroe Street, Suite 2100
Chicago, IL 60606

Dated: 3/19/2026

DocuSigned by:
RLW
19522107B8AF449...
Robert Wright
Plaintiff and Proposed Settlement
Class Representative

Dated: _____

Jacqueline Wright
Plaintiff and Proposed Settlement
Class Representative

Dated: _____

Jennifer Segarini
Plaintiff and Proposed Settlement
Class Representative

O. 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 PLAINTIFF:


Dated: _____

Name: Leland H. Belew
Milberg, PLLC
227 W. Monroe Street, Suite 2100
Chicago, IL 60606

Dated: _____

Robert Wright
Plaintiff and Proposed Settlement
Class Representative

Dated: 3/19/2026

Signed by:


593A567AC1D44DC...
Jacqueline Wright
Plaintiff and Proposed Settlement
Class Representative

Dated: _____

Jennifer Segarini
Plaintiff and Proposed Settlement
Class Representative

O. 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 PLAINTIFF:

Dated: _____

Name: Leland H. Belew
Milberg, PLLC
227 W. Monroe Street, Suite 2100
Chicago, IL 60606


Dated: _____

Robert Wright
Plaintiff and Proposed Settlement
Class Representative

Dated: _____

Jacqueline Wright
Plaintiff and Proposed Settlement
Class Representative

Dated: 3/19/2026

Signed by:


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Jennifer Segarini
Plaintiff and Proposed Settlement
Class Representative

Dated: 3/20/2026 _____

DocuSigned by:
Catherine Wilson
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Catherine Wilson
Plaintiff and Proposed Settlement
Class Representative

Dated: _____

Edward Norris
Plaintiff and Proposed Settlement
Class Representative

Dated: _____


Edward Pischik
Plaintiff and Proposed Settlement
Class Representative

Dated: _____

Wamidh Jawad
Plaintiff and Proposed Settlement
Class Representative

ON BEHALF OF DEFENDANT:

Dated: May 1, 2026



Michael B. Gallub
Shook, Hardy & Bacon, L.L.P.
Attorneys for Defendant
Volkswagen Group of America, Inc.
1 Rockefeller Plaza, Suite 2801
New York, NY 10020

Dated: _____

Catherine Wilson
Plaintiff and Proposed Settlement
Class Representative

Dated: 3/26/2026

Signed by:
Edward Norris

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EDWARD NORRIS
Plaintiff and Proposed Settlement
Class Representative

Dated: _____

Edward Pischik
Plaintiff and Proposed Settlement
Class Representative

Dated: _____

Wamidh Jawad
Plaintiff and Proposed Settlement
Class Representative

ON BEHALF OF DEFENDANT:

Dated: March _____, 2026

Michael B. Gallub
Shook, Hardy & Bacon, L.L.P.
Attorneys for Defendant
Volkswagen Group of America, Inc.
1 Rockefeller Plaza, Suite 2801
New York, NY 10020

Dated: _____

Catherine Wilson
Plaintiff and Proposed Settlement
Class Representative

Dated: _____

Edward Norris
Plaintiff and Proposed Settlement
Class Representative

Dated: 3/19/2026

Signed by:
Edward Pischik

D334B967EBCC4BD...
EDWARD PISCHIK
Plaintiff and Proposed Settlement
Class Representative

Dated: _____

Wamidh Jawad
Plaintiff and Proposed Settlement
Class Representative

ON BEHALF OF DEFENDANT:

Dated: March _____, 2026

Michael B. Gallub
Shook, Hardy & Bacon, L.L.P.
Attorneys for Defendant
Volkswagen Group of America, Inc.
1 Rockefeller Plaza, Suite 2801
New York, NY 10020

Dated: _____

Catherine Wilson
Plaintiff and Proposed Settlement
Class Representative

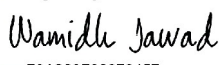
Dated: _____

Edward Norris
Plaintiff and Proposed Settlement
Class Representative

Dated: _____

Edward Pischik
Plaintiff and Proposed Settlement
Class Representative

Dated: 3/19/2026

Signed by:

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Wamidh Jawad
Plaintiff and Proposed Settlement
Class Representative

ON BEHALF OF DEFENDANT:

Dated: March _____, 2026

Michael B. Gallub
Shook, Hardy & Bacon, L.L.P.
Attorneys for Defendant
Volkswagen Group of America, Inc.
1 Rockefeller Plaza, Suite 2801
New York, NY 10020

Dated: _____

Catherine Wilson
Plaintiff and Proposed Settlement
Class Representative

Dated: _____

Edward Norris
Plaintiff and Proposed Settlement
Class Representative

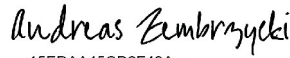
Dated: _____

Edward Pischik
Plaintiff and Proposed Settlement
Class Representative

Dated: _____

Wamidh Jawad
Plaintiff and Proposed Settlement
Class Representative

Dated: 4/9/2026 _____

Signed by:


15EDAA45CD2F43A...
Andreas Zembrzycki
Plaintiff and Proposed Settlement
Class Representative

Dated: _____

Olga Nikitina
Plaintiff and Proposed Settlement
Class Representative

ON BEHALF OF DEFENDANT:

Dated: March _____, 2026

Michael B. Gallub
Shook, Hardy & Bacon, L.L.P.
Attorneys for Defendant
Volkswagen Group of America, Inc.
1 Rockefeller Plaza, Suite 2801
New York, NY 10020

Dated: _____

Catherine Wilson
Plaintiff and Proposed Settlement
Class Representative

Dated: _____

Edward Norris
Plaintiff and Proposed Settlement
Class Representative

Dated: _____

Edward Pischik
Plaintiff and Proposed Settlement
Class Representative

Dated: _____

Wamidh Jawad
Plaintiff and Proposed Settlement
Class Representative

Dated: _____

Andreas Zembrzycki
Plaintiff and Proposed Settlement
Class Representative

Dated: 3/26/2026 _____

DocuSigned by:
Olga Nikitina
C1DC1F7D1596423...

Olga Nikitina
Plaintiff and Proposed Settlement
Class Representative

ON BEHALF OF DEFENDANT:

Dated: March _____, 2026

Michael B. Gallub
Shook, Hardy & Bacon, L.L.P.
Attorneys for Defendant
Volkswagen Group of America, Inc.
1 Rockefeller Plaza, Suite 2801
New York, NY 10020

EXHIBIT 1

Total Dollar Amount Claimed For Repair: \$ •

The actual reimbursement amount will be a percentage of the cost of the covered repair, based on your vehicle's age and mileage at the time of the repair, pursuant to the schedule in the Class Notice (available at www.____.com).

- (b) If you are not the person to whom the Class Notice was mailed, you must also provide proof of ownership or lease of the Settlement Class Vehicle at the time of the covered repair;
- (c) If the subject repair for which you are seeking reimbursement occurred within your New Vehicle Limited Warranty period applicable to the front brakes, you must provide documentation confirming that you first attempted to have the repair performed by an authorized Volkswagen dealer during that period, but the dealer declined or was unable to perform the repair free of charge. If you cannot provide such documentation, you may submit a Declaration confirming, under penalty of perjury, that you made such a repair attempt. A form Declaration that you can fill out and sign is available at www.XXXXXXX.com.
- (d) If the subject repair for which you are seeking reimbursement occurred prior to _____ and between 36 months/36,001 miles and 42 months/42,000 miles (whichever occurred first) from your vehicle's In-Service Date, you must provide a Declaration, signed under the penalty of perjury, that to the best of your knowledge the Settlement Class Vehicle did not already have a prior front brake pad replacement as of the date of the past paid covered repair for which reimbursement is sought. A form Declaration that you can fill out and sign is available at www.XXXXXXXXXX.com.
- (e) If you performed the subject repair yourself and are seeking reimbursement for the cost of the replacement front brake pads (and/or discs if replaced at the same time), you must submit two additional things: (i) a repair order or estimate, including all information required in (2) above, demonstrating that your vehicle was diagnosed with front brake noise (squealing, squeaking, grinding, scraping) and/or front brake vibration/pulsation *contemporaneous with* the purchase of the covered parts for which you are seeking reimbursement, and (ii) a Declaration, signed under the penalty of perjury, attesting that you did, in fact, perform the front brake pad replacement (and the front brake disc replacement if completed at the same time as the front brake pad replacement).

(4) Answer the Following Question:

Did you receive any payment, credit, coverage, concession, or reimbursement for all or any part of the amount charged for the Covered Repair for which you are seeking reimbursement from any source, including from Volkswagen, any Volkswagen dealer, any insurance, any warranty, service contract, maintenance program, goodwill, coupon or reduction, or other full or partial reimbursement or refund?

Yes No

If you answered YES, list the total amount of the cost for which you received a payment, reimbursement, coverage, credit, or concession:

\$ •

(5) Sign & Date:

All the information that I (we) supplied in this Claim Form is true and correct to the best of my (our) knowledge and belief, and this document is signed under penalty of perjury.

Signature

Date:
MM DD YYYY

Co-owner/lessee (if applicable):

Signature

Date:
MM DD YYYY

- (6) You must submit this Claim Form, together with all supporting documents, either (a) by first-class mail to the address below postmarked no later than _____, 2026, or (b) by submitting them online at www._____.com no later than _____, 2026.

CLAIM ADMINISTRATOR AND ADDRESS

For more information, please view the Class Notice, call the Claims Administrator at 1-XXX-XXX-XXXX, or visit www.XXXXXXX.com

EXHIBIT 2

Wright v. Volkswagen Group of America, Inc.
Settlement
c/o JND Legal Administration

If you purchased or leased, in the United States or Puerto Rico, a certain model year 2021-2025 Volkswagen Atlas or Atlas Cross Sport vehicle you may be entitled to benefits under a class action settlement of a lawsuit, **Robert Wright, et al. v. Volkswagen Group of America, Inc.**, Civil Action No. 5:24-cv-02171-JGB-ACCVx, pending in the United States District Court for the Central District of California.

This notice is being mailed to you because you have been identified as owning or leasing such a vehicle.

For more information on the proposed Settlement and its benefits, your rights and options, important dates, deadlines and procedures, how and by when to file a claim for reimbursement, and the deadline and procedures for objecting to, or requesting exclusion from, the Settlement, visit the Settlement Website at www._____.com or call toll-free _____.

Do not contact the Court for information about the settlement.

«ScanString»

Postal Service: Please do not mark barcode
«CF_PRINTED_ID»

«FirstName» «LastName»
«Address1»
«Address2»
«City», «StateCd» «Zip»
«CountryCd»

ID #: 1435

A Settlement has been reached in a class action lawsuit regarding the front brakes in certain specific Volkswagen vehicles. The Court has preliminarily approved the Settlement and will decide whether to grant final approval of it.

Am I a Settlement Class Member? You are a Settlement Class Member if you purchased or leased, in the United States or Puerto Rico, a certain model year 2021-2025 Volkswagen Atlas or Atlas Cross Sport vehicle, whose specific Vehicle Identification Number ("VIN") is included in the Settlement (a "Settlement Class Vehicle"), subject to certain exclusions. You can confirm whether your vehicle is included in the settlement, and that you are therefore a Settlement Class Member, by searching the VIN Lookup Tool on the Settlement Website: www._____.com.

What benefits can I get from the settlement? If the Court grants final approval, the Settlement will provide the following benefits: (1) for current owners/lessees of Settlement Class Vehicles, an extension of the vehicle's New Vehicle Limited Warranty to cover a percentage of the cost of one (1) replacement, by an authorized VW dealer, of the factory-installed or Volkswagen replacement front brake pads (bearing part number 3QF.615.115.D, 3QF.615.115.G, 3QF.698.151.B, OR 3QF.698.151.E) of a Settlement Class Vehicle to address a diagnosed condition of front brake noise (squealing, squeaking, grinding, scraping) and/or front brake vibration/pulsation during the prescribed time and mileage duration (either for up to 36 months or 36,000 miles (whichever occurs first) from the vehicle's In-Service Date, or for up to 42 months or 42,000 miles (whichever occurs first) from the vehicle's In-service Date, as may be applicable if you submit the required signed declaration), pursuant to a sliding scale of coverage percentages that are based upon the age and mileage of the Settlement Class Vehicle at the time of the covered repair; and (2) for current and former owners/lessees of Settlement Class Vehicles, reimbursement of a percentage of the past paid out-of-pocket expenses for one (1) replacement of a Settlement Class Vehicle's front brake pads – and front brake discs/rotors if replaced at the same time as the covered front brake pad replacement – to address a diagnosed condition of front brake noise (squealing, squeaking, grinding, scraping) and/or front brake vibration/pulsation performed and paid for prior to the class notice mailing date and within the aforesaid time and mileage period as may be applicable, pursuant to a sliding scale of reimbursement percentages that are based upon the age and mileage of the Settlement Class Vehicle on the date of the covered repair. For details of these benefits, the terms, conditions, and limitations of the Settlement, what is covered, your rights and options, the release of claims, and the requirements, deadlines, and procedures for requesting exclusion from the Settlement, objecting to the Settlement, and/or submitting a claim for reimbursement if you do not exclude yourself from the Settlement, please refer to the full and more detailed "long-form" Class Notice which is available on the Settlement Website, www._____.com. The Settlement Website also contains a Claim Form that you would need to complete, sign, date, and timely submit to the Settlement Claim Administrator, together with all required supporting documentation, either by mail or online through the Settlement Website **no later than** _____, in order to

claim a reimbursement under the Settlement. You can call the Settlement Claim Administrator toll free at _____ or email info@_____.com, to obtain a Claim Form, ask questions, or for any assistance you may need.

How can I exclude myself from the class? You do not have to do anything to stay in the Settlement Class. However, if you want to exclude yourself from the Settlement, you must mail a Request for Exclusion postmarked no later than _____. The requirements for a Request for Exclusion, and the addresses to whom it must be mailed, are set forth in the longer-form Class Notice on the Settlement Website, www._____.com. You must adhere to all of these requirements for a Request for Exclusion to be valid. If you do adhere and timely exclude yourself, you will no longer be part of the Settlement Class and will not be eligible to receive any benefits of the Settlement. If you do not timely and properly exclude yourself, you will remain part of the Settlement Class, and if the Settlement is approved by the Court, you can receive any benefits to which you are eligible and will be bound by the terms and provisions of the Settlement including the Release of Claims. Read the longer-form Class Notice at www._____.com for further details regarding your rights, options, and the requirements and deadline for a Request for Exclusion.

How can I object? If you want to stay in the Settlement Class and object to the Settlement, Class Counsel's request for Attorney Fees/Costs and/or the request for Settlement Class Representative service awards, you must file an objection with the Court no later than _____. The specific requirements and procedures for a timely and valid objection are contained in the longer-form Class Notice which you can view on the Settlement Website, www._____.com. You must adhere to all of these requirements for an objection to be valid. If you object and the Court approves the Settlement, you will remain part of the Class and be bound by its terms.

Do I have a lawyer in this case? The Court has preliminarily appointed the law firm of Milberg Coleman Bryson Phillips Grossman PLLC to represent you and the Class. These attorneys are called Class Counsel. You will not be charged for their services. If you would like to retain your own counsel, you may do so at your own expense.

The Court's Final Fairness Hearing. The Court will hold a Final Fairness Hearing before the Hon. Jesus G. Bernal on _____ at _____ am, at the United States District Court for the Central District of California located at George E. Brown, Jr. Federal Building and United States Courthouse, 3470 Twelfth Street, Riverside, California 92501, to consider whether to grant final approval of the Settlement and Class Counsel's request for attorney fees/costs and service awards for the Settlement Class Representatives. Applicable dates, including the date of the Final Fairness Hearing, may change without further notice, so please visit the Settlement Website, www._____.com, for any updated information. The website will also contain copies of relevant documents including the pleadings, Settlement Agreement, Class Notices including the long-form Class Notice, preliminary approval order, motions for final approval of the Settlement, motion for Class Counsel fees/expenses and the Settlement Class Representative service awards, the parties' responses to any objections and requests for exclusion, and other important documents, submissions, and court orders related to the Settlement.

Please also visit the Settlement Website at [http://www.settlement.com](#) or call toll free 1-800-447-1437 to obtain more complete information about the proposed Settlement, your rights and options, and all applicable procedures, requirements, deadlines, and scheduling dates.

UNIQUE ID:	<<Unique_ID>>
PIN:	<<PIN>>
VIN:	<<VIN>>

Carefully separate this Address Change Form at the perforation

Name: _____

Current Address: _____

Place
Stamp
Here

Address Change Form

To make sure your information remains up-to-date in our records, please confirm your address by filling in the above information and depositing this postcard in the U.S. Mail.

Wright v. Volkswagen Group of America Settlement
c/o JND Legal Administration

EXHIBIT 3

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

A federal court authorized this notice. This is not a solicitation from a lawyer.

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA

If you currently or previously owned or leased a certain Volkswagen brand vehicle (listed below) in the United States or Puerto Rico, you may be entitled to benefits afforded by a class action settlement.

- **This proposed class action, pending in the United States District Court for the Central District of California, is captioned *Wright, et al. v. Volkswagen Group of America, Inc.*, Civil Action No. 5:24-cv-02171-JGB-ACCVx (the “Action”). The parties have agreed to a class settlement of the Action (“Settlement”), which the Court has preliminarily approved, and will ask the Court to grant final approval of the proposed Settlement. As a Settlement Class Member, you have various options that you may exercise before the Court decides whether to grant final approval of the Settlement.**
- **This Notice explains the Action, the proposed Settlement, your legal rights and options, available benefits, who is eligible for and how to obtain the benefits, and applicable dates, time deadlines and procedures.**
- **Your legal rights are affected whether you act or do not act. Read this Notice carefully.**
- **The Court in charge of this case still must decide whether to grant final approval of the Settlement. Payments will be made only if the Court grants final approval and after appeals, if any, are resolved.**

BASIC INFORMATION

1. What is involved in the Lawsuit and what are the settlement benefits?

If you are a current or past owner or lessee of a “Settlement Class Vehicle,” you may be entitled to benefits under the proposed Settlement. The Settlement Class Vehicles are specific model year 2021-2025 Volkswagen Atlas and Atlas Cross Sport vehicles, identified by specific Vehicle Identification Number (“VIN”), that were distributed by Volkswagen Group of America, Inc. (“VWGoA”) in the United States or Puerto Rico.

You can look up whether your vehicle is a Settlement Class Vehicle by typing your vehicle’s VIN, where indicated, in the VIN Lookup Portal on the Settlement website at www.XXXXXXXXXX.com, or you can call the Settlement Claim Administrator toll-free at 1-XXX-XXX-XXXX to find out.

Subject to the Exclusions listed in Section 3 (entitled, “Am I in the Settlement Class?”), a “Settlement Class Member” is defined as a present or former U.S. (including Puerto Rico) owner or lessee of a Settlement Class Vehicle.

The Action claims that the front brakes in certain Volkswagen vehicles were defective, potentially leading to unwanted brake noise and/or vibrations/pulsations. VWGoA denies the claims and maintains that the brakes in the Settlement Class Vehicles are not defective, function properly, were properly designed, manufactured, marketed and sold, and that no applicable warranties were breached nor any applicable statutes violated. The Court has not decided in favor of either party. Instead, the Action has been resolved through a Class Settlement, which the Court has preliminarily approved, under which eligible Settlement Class Members who qualify may obtain the following benefits:

I. Warranty Extension for Current Owners or Lessees of Settlement Class Vehicles

Effective on _____ [the Notice Date], VWGoA will extend the New Vehicle Limited Warranties (NVLWs) of Settlement Class Vehicles until either 36 months or 36,000 miles (whichever occurs first), or 42 months or 42,000 miles (whichever occurs first) from said vehicle’s In-Service Date, to cover a percentage of the cost of one (1) replacement (parts and labor), by an authorized Volkswagen dealer, of the factory-installed or Volkswagen replacement front brake pads (bearing part number 3QF.615.115.D, 3QF.615.115.G, 3QF.698.151.B, or 3QF.698.151.E), to address a diagnosed

Questions? Call 1-XXX-XXX-XXXX or visit www.XXXXXXXXXX.com

condition of front brake noise (squealing, squeaking, grinding, scraping) and/or front brake vibration/pulsation. The Warranty Extension coverage is pursuant to the following schedule of percentages of coverage which are based upon the age and mileage of your vehicle at the time of the covered repair:

	<i>Vehicle age and mileage from In-Service Date (whichever occurs first) at time of repair</i>	<i>Percentage of cost of front brake pad replacement (parts and labor) covered under the Warranty Extension</i>
1	12+ months/12,001 miles – 15 months/15,000 miles	100%
2	15+ months/15,001 miles – 18 months/18,000 miles	90%
3	18+ months/18,001 miles – 21 months/21,000 miles	80%
4	21+ months/21,001 miles – 24 months/24,000 miles	70%
5	24+ months/24,001 miles – 27 months/27,000 miles	60%
6	27+ months/27,001 miles – 30 months/30,000 miles	50%
7	30+ months/30,001 miles – 33 months/33,000 miles	40%
8	33+ months/33,001 miles – 36 months/36,000 miles	30%
9*	36+ months/36,001 miles – 39 months/39,000 miles	25%
10*	39+ months/39,001 miles – 42 months/42,000 miles	20%

*The time/mileage durations and coverage percentages in Rows 9-10 of this Chart will apply only if you submit, to the dealer, a Declaration, signed under the penalty of perjury, that to the best of your knowledge the Settlement Class Vehicle did not already have a prior front brake pad replacement as of the time it is presented for the covered repair under the Warranty Extension. A template/fillable form of such Declaration is available on the Settlement Website www.com. Otherwise, the duration of the Warranty Extension will be 36 months or 36,000 miles (whichever occurs first) from the Settlement Class Vehicle’s In-Service Date, pursuant to the above schedule of coverage percentages in rows 1-8 of the above Chart, as applicable.

If, as of _____ [Notice Date], a Settlement Class Vehicle’s Warranty Extension time period from the In-Service Date has expired, then this Warranty Extension’s duration for that vehicle will be until _____ [75-days after Notice Date] or 36,000 miles (or 42,000 miles, as applicable) from the vehicle’s In-Service Date, whichever occurs first.

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.

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

The Warranty Extension shall not cover or apply to front brake noise (squealing, squeaking, grinding, scraping) and/or front brake vibration/pulsation resulting from abuse, misuse, alteration or modification, excess wear and tear, a collision

Questions? Call 1-XXX-XXX-XXXX or visit www.XXXXXXXXXX.com

or crash, vandalism and/or other impact or outside source.

II. Reimbursement for a Certain Past Paid (and Unreimbursed) Out-of-Pocket Repair Expenses

If, prior to _____ [Notice Date] and within either 36 months or 36,000 miles (whichever occurred first) from the Settlement Class Vehicle’s In-Service Date, or 42 months or 42,000 miles (whichever occurred first) from the In-Service Date, as may be applicable, you incurred and paid for one (1) replacement of the front brake pads to address a diagnosed condition of front brake noise (squealing, squeaking, grinding, scraping) and/or front brake vibration/pulsation, you may submit, to the Settlement Claim Administrator, a Claim for Reimbursement (a fully completed, dated and signed Claim Form together with all required proof/documentation) for a percentage of the paid invoice expense of one (1) such front brake pad replacement (parts and labor). In addition, you may seek reimbursement for a percentage of the past paid cost of one (1) replacement of the front brake discs/rotors if they were replaced at the same time as the past paid covered front brake pad replacement. The reimbursement percentage will be pursuant to the following schedule of percentages of coverage which are based upon the age and mileage of your vehicle at the time of the covered past paid repair:

	<i>Vehicle Age and Mileage from In-Service Date (whichever occurred first) at time of the Past Paid (and Unreimbursed) Repair</i>	<i>Percentage of Reimbursement of the Past Paid (and Unreimbursed) Repair Expense</i>
1	12+ months/12,001 miles – 15 months/15,000 miles	100%
2	15+ months/15,001 miles – 18 months/18,000 miles	90%
3	18+ months/18,001 miles – 21 months/21,000 miles	80%
4	21+ months/21,001 miles – 24 months/24,000 miles	70%
5	24+ months/24,001 miles – 27 months/27,000 miles	60%
6	27+ months/27,001 miles – 30 months/30,000 miles	50%
7	30+ months/30,001 miles – 33 months/33,000 miles	40%
8	33+ months/33,001 miles – 36 months/36,000 miles	30%
9*	36+ months/36,001 miles – 39 months/39,000 miles	25%
10*	39+ months/39,001 miles – 42 months/42,000 miles	20%

* Rows 9-10 of this Chart will only apply if you submit, together with all Proof of Repair Expense documentation, a Declaration, signed under penalty of perjury, that to the best of your knowledge the Settlement Class Vehicle did not already have a prior front brake pad replacement as of the date of the past paid (and unreimbursed) covered repair for which reimbursement is sought. A template/fillable form of such Declaration will be available on the Settlement Website at www._____.com. Otherwise, only rows 1-8 shall apply, and the reimbursement period shall be only for a covered past paid (and unreimbursed) repair that was performed and paid for prior to the Notice Date and within 36 months or 36,000 miles (whichever occurred first) from the Settlement Class Vehicle's In-Service Date (pursuant to the schedule of coverage percentages in rows 1-8, as applicable).

If the past paid covered repair was not performed by an authorized Volkswagen dealer, then the maximum paid invoice amount to which the applicable reimbursement percentage shall be applied shall not exceed a maximum of \$684 for front brake pad replacement, or \$1,000 for replacement of the front brake pads and discs/rotors.

In addition, if the past paid covered repair was performed within the Settlement Class Vehicle's original NVLW time and mileage period (12 months or 12,000 miles, whichever occurred first) applicable to the brake components, then you must also submit with your Claim, in addition to the other applicable proof requirements, 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 you first attempted to have that repair performed by an authorized Volkswagen dealer, but the dealer declined or was unable to perform the repair free of charge within the NVLW period.

If you performed the subject repair yourself and are seeking reimbursement for the cost of the replacement front brake pads (and/or discs if replaced at the same time), you must submit two additional things: (i) a repair order or estimate, including all information required in the Proof of Repair Expense, demonstrating that your vehicle was diagnosed with front brake noise (squealing, squeaking, grinding, scraping) and/or front brake vibration/pulsation *contemporaneous with* the purchase of the covered parts for which you are seeking reimbursement, and (ii) a Declaration, signed under the penalty of perjury, attesting that you did, in fact, perform the front brake pad replacement (and the front brake disc replacement if completed at the same time as the front brake pad replacement).

The above relief is subject to certain limitations and proof requirements which are set forth below. They are also set forth in the Settlement Agreement which can be found on the Settlement website at www._____.com.

III. Required Proof for a Claim for Reimbursement:

To qualify for a Claim for Reimbursement of past paid and unreimbursed out-of-pocket expenses provided under Section II above, you must comply with the following requirements:

A. In order to submit a valid Claim for Reimbursement under this Settlement, you must submit online no later than _____, or mail to the Settlement Claim Administrator by first-class mail post-marked no later than _____, a fully completed, signed and dated Claim Form, together with all required supporting proof/documentation listed below. Claim Forms are available on the Settlement Website at www._____.com,

1. An original or legible copy of a repair invoice(s) documenting the repair covered under the Settlement and containing your name; the make, model and vehicle identification number ("VIN") of the Settlement Class Vehicle; the name and address of the authorized Volkswagen dealer or non-dealer service center that performed the repair; the date of repair and Settlement Class Vehicle's mileage at the time of repair; a description of the repair work performed including the parts repaired/replaced and a breakdown of parts and labor costs of the covered repair demonstrating that the repair is, in fact, a covered repair under the Settlement (i.e. that it was a repair of front brake pads, or front brake pads and discs/rotors replaced at the same time, to address a diagnosed condition of front brake noise (squealing, squeaking, grinding, scraping) and/or front brake-related vibration/pulsation); and the amount charged for the covered repair and proof of payment. Please note that if you opt to send original documents with your Claim, please make and retain copies for yourself.

2. If your covered repair occurred within your Settlement Class Vehicle's New Vehicle Limited Warranty period with respect to front brake pads, but was not performed by an authorized Volkswagen dealer, you must also

Questions? Call 1-XXX-XXX-XXXX or visit www.XXXXXXXXXX.com

submit records showing that you first attempted to have the repair completed at an authorized Volkswagen dealer but the dealer refused or was unable to complete the repair free of charge under warranty. If such records cannot be obtained despite a good faith effort, then you may submit a declaration to that effect, signed under the penalty of perjury, and stating the good faith efforts you made to obtain the records.

B. If you are not a person to whom the Class Notice was addressed, the Claim shall contain proof that you are a Settlement Class Member and that the vehicle is a Settlement Class Vehicle;

C. For your convenience, forms for any declarations required above are available to you at [www._____](#) or you can request them from the Settlement Claim Administrator.

IV. Limitations:

A. Any reimbursement under the Settlement shall be reduced by goodwill or other amount or concession paid by an authorized Volkswagen 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 repair covered under this Agreement, or was otherwise already reimbursed the full amount for the covered repair, then he/she/it will not be entitled to any reimbursement.

B. Reimbursement shall not apply to front brake noise that was caused by abuse, misuse, alteration or modification, excess wear and tear, a collision or crash, vandalism and/or other impact or outside source.

2. Why is this a class action settlement?

In a class action lawsuit, one or more persons, called Plaintiffs and Class Representatives, sue on behalf of other people who have similar claims. All of these people are Class Members or Settlement Class Members. The companies they sued are called the Defendants. One court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Class.

The Court has not decided in favor of the Plaintiffs or Defendant. Instead, both sides agreed to a Settlement, which the Court preliminarily approved, with no decision or admission of who is right or wrong. That way, all parties avoid the risks and cost of a trial, and the people affected (the Settlement Class Members) will receive benefits quickly. The Class Representatives and the attorneys believe the Settlement is best for the Settlement Class.

WHO IS PART OF THE SETTLEMENT?

3. Am I in the Settlement Class?

The Court has conditionally approved the following definition of a Settlement Class Member: All present and former U.S. (including Puerto Rico) owners and lessees of Settlement Class Vehicles. (The Settlement Class Vehicles are certain specific model year 2021 through 2025 Volkswagen Atlas and Atlas Cross Sport vehicles that are specifically designated by Vehicle Identification Number in the VIN list annexed as Exhibit 5 to the Settlement Agreement). You can determine if your VIN is included by using the VIN lookup portal on the Settlement Website.

Excluded from the Settlement Class are (a) all Judges who have presided over the Action and their spouses; (b) all current employees, officers, directors, agents and representatives of Defendant, and their family members; (c) any affiliate, parent or subsidiary of Defendant and any entity in which Defendant has a controlling interest; (d) anyone acting as a used car dealer; (e) anyone who purchased a Settlement Class Vehicle for the purpose of commercial resale; (f) anyone who purchased a Settlement Class Vehicle with salvaged title and/or any insurance company 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 (see Section 10 below).

Questions? Call 1-XXX-XXX-XXXX or visit [www.XXXXXXXXXX.com](#)

4. I'm still not sure if I am included in this Settlement.

If you are still not sure whether you are included in this Settlement, you can enter your vehicle's VIN in the VIN Look-Up Portal at www._____.com to determine if it is a Settlement Class Vehicle. You can also call the Settlement Claim Administrator at 1-_____ or visit www._____.com for more information.

SETTLEMENT BENEFITS – WHAT YOU GET

5. What does the Settlement provide?

The benefits afforded by the Settlement are described in Section 1. Additional details are provided below.

6. Who can send in a Claim for reimbursement?

Any United States or Puerto Rico resident who is a current or former owner or lessee of a Settlement Class Vehicle can send in a timely Claim for Reimbursement for money spent on a prior covered repair/replacement prior to _____ if the Claim satisfies the parameters and criteria required for reimbursement described in Section 1.

7. How do I send in a Claim for reimbursement?

To submit a Claim for reimbursement, you must do the following no later than _____:

- A. Complete, sign under penalty of perjury, and date a Claim Form (you can download one at www._____.com). It is recommended that you keep a copy of the completed Claim Form; and
- B. Submit your completed, signed and dated Claim Form, together with all supporting documents, either (i) through the Settlement Website at www._____.com no later than _____; or (ii) mail the completed, signed, and dated Claim Form, together with your supporting documentation, by first-class mail, post-marked no later than _____, to the Settlement Claim Administrator at the address provided on the Claim Form. The information that must be reflected in your records is described on the Claim Form. It is recommended that you keep a copy of your records and receipts.

If you are eligible for reimbursement benefits under the Settlement but fail to submit the completed Claim Form and supporting documents by the required deadline, you will not receive a reimbursement.

8. When do I get my reimbursement or learn whether I will receive a payment?

If the Settlement Claim Administrator determines your Claim is valid, your reimbursement will be mailed to you within one hundred fifty (150) days of either (i) the date of receipt of the completed Claim (with all required proof), or (ii) the date that the Settlement becomes final (the "Effective Date"), whichever is later. The Court will hold a Final Fairness Hearing on _____ to decide whether to grant final approval of the Settlement as fair, reasonable, and adequate. Information about the progress of the case will be available at www._____.com.

If the Settlement Claim Administrator determines that there is/are deficiency(ies) in your Claim Form and/or the required supporting documentation, then you will be mailed (or emailed if you submit your claim online and opt to receive email communications), a letter or notice informing you of the deficiency(ies), what needs to be submitted to correct it/them, and the deadline for doing so which is 30-days from the date of the Claim Administrator's deficiency letter or notice. Deficiencies that are not timely corrected will result in denial of your Claim. To check on the status of your Claim, you can call 1-_____.

9. What am I giving up to participate in the Settlement and stay in the Class?

Unless you exclude yourself by taking the steps described in Section 10 below, you will remain in the Class, and that means that you may receive any Settlement benefits to which you are eligible, and will be bound by the release of claims and cannot sue, continue to sue, or be part of any other lawsuit which in any way arise from or relate to the front brakes of the Settlement Class Vehicles that were or could have been asserted in this case, including but not limited to, noise, vibration, pulsation, and/or wear of front brake pads and/or rotors/discs, and the Released Claims set forth in the

Questions? Call 1-XXX-XXX-XXXX or visit www.XXXXXXXXXX.com

Settlement Agreement (except for claims of personal injury or property damage other than damage to the Settlement Class Vehicle itself). It also means that all of the Court’s orders and judgments will apply to you and legally bind you. The specific claims and parties you will be releasing are set forth in Sections I.S (“Released Claims”) and I.T (“Released Parties”) of the Settlement Agreement, a copy of which is available for review on the settlement website, www._____.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

10. How do I Exclude Myself from this Settlement?

You do not have to do anything to remain in this Settlement. However, you have a right, if you so desire, to exclude yourself from the Settlement. To exclude yourself from the Settlement, you must send a letter by first-class U.S. mail post-marked no later than _____, stating clearly that you want to be excluded from this Settlement (“Request for Exclusion”). You must include in the Request for Exclusion your full name, address, telephone number, the model, model year and VIN of the Settlement Class Vehicle; a statement that you are a present or former owner or lessee of a Settlement Class Vehicle; and specifically and unambiguously state your desire to be excluded from the Settlement Class. You must sign your Request for Exclusion individually, and mail it, post-marked no later than _____, to each of the following:

SETTLEMENT CLAIM ADMINISTRATOR	CLASS COUNSEL	DEFENSE COUNSEL
JND LEGAL ADMINISTRATION	<p style="text-align: center;">_____</p> MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN PLLC 280 S. BEVERLY DRIVE BEVERLY HILLS, CA 90212	MICHAEL B. GALLUB, ESQ. SHOOK, HARDY & BACON LLP 1 ROCKEFELLER PLAZA SUITE 2801 NEW YORK, NY 10020

You cannot exclude yourself on the phone or by email. If you have timely mailed a Request for Exclusion that contains all of the required information, and the Court grants your request for exclusion upon final approval of the Settlement, then you will be excluded from the Settlement Class. You will not receive any benefits of the Settlement, you cannot object to the Settlement, and you will not be legally bound by anything that happens in this Lawsuit.

If you have not timely mailed a Request for Exclusion, or if you timely mailed a Request for Exclusion that omits any of the required information, then you will not be excluded from the Settlement Class. Prior to the Final Fairness Hearing, either Party may file with the Court a submission that, among other things, outlines the Requests for Exclusion that are untimely and/or invalid for failing to comply with all of the requirements. Copies of any such submissions will be posted for review on the Settlement Website, www._____.com, and you should check the Settlement Website to determine whether your Request for Exclusion has been challenged as untimely and/or invalid for not complying with any of the requirements for a valid Request set forth above. The Court will ultimately determine whether any particular Request for Exclusion is timely and valid, and if the Court grants final approval of the Settlement, a list of the Settlement Class Members who have been determined to have submitted timely and valid Requests for Exclusion will be attached to the Court’s Final Approval Order and Judgement.

11. If I don’t exclude myself, can I sue?

No, you may not commence, prosecute, continue to prosecute, or participate in any action or proceeding against Defendant and/or any Released Party, for the same matters and/or legal claims that were or could have been asserted in the Action, or any of the Released Claims set forth in the Settlement Agreement, unless your claim is for personal injury or property damage (other than damage to the Settlement Class Vehicle itself).

12. If I exclude myself, can I get the benefits of this Settlement?

No, if you exclude yourself from the Settlement Class, you will not receive any money or benefits from this Settlement, and you should not submit a Claim Form. You cannot do both.

13. Do I have a lawyer in this case?

The Court has appointed the law firm of Milberg Coleman Bryson Phillips Grossman PLLC as “Class Counsel” to represent the Settlement Class Members.

14. Should I get my own lawyer?

You do not need to hire your own lawyer to participate in the Settlement because Class Counsel will be representing you and the Settlement Class. But, if you want your own lawyer, you may hire one at your own cost.

15. How will the lawyers be paid, and will the Plaintiff Settlement Class Representative receive a service award?

Class Counsel have prosecuted this case on a contingency basis. They have not received any fees or reimbursement for costs and expenses associated with this case. Class Counsel will file an application with the Court requesting an award of reasonable attorney fees and reasonable costs and expenses (“Fees and Expenses”), the amount of which has not yet been determined. Class Counsel's application will be available on the Settlement Website at least 14 days before the Objection Deadline.

Class Counsel will also apply to the Court for service awards in the amount of \$_____ for each of the Plaintiffs-Settlement Class Representatives (Robert Wright, Jacqueline Wright, Jennifer Segarini, Catherine Wilson, Edward Norris, Edward Pishchik and Wamidh Jawad) for their efforts in pursuing this litigation for the benefit of the Settlement Class.

Any award for Class Counsel Fees and Expenses, and any service award to Settlement Class Representatives, will be paid separately by Defendant and will not reduce any benefits that may be available to you or the rest of the Settlement Class under the Settlement. You won't have to pay these Fees and Expenses.

Class Counsel's motion for fees and expenses and the Settlement Class Representatives service awards will be filed by _____, and a copy will be made available for review at www._____.com.

SUPPORTING OR OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I like or dislike the Settlement?

If you are a member of the Settlement Class and do not request to be excluded, you can tell the Court you like the Settlement and it should be approved, or you can ask the Court to deny approval by filing a written objection. You can object to the Settlement and/or to Class Counsel's requests for Fees and Expenses and Settlement Class Representative service awards. You cannot ask the Court to order a different settlement; the Court can only approve or reject the proposed Settlement. If the Court denies approval of the Settlement, no settlement payments will be sent out and the Lawsuit will continue. If that is what you want to happen, you must object on a timely basis. You are not required to submit anything to the Court unless you are objecting or wish to be excluded from the Settlement.

To object to or comment on the Settlement, you must do either of the following:

- i. File your written objection or comment, and any supporting papers or materials, on the Court's docket for this case, *Wright, et al. v. Volkswagen Group of America, Inc.*, United States District Court for the Central District of California, Civil Action No. 5:24-cv-02171-JGB-SHK, via its electronic filing system, no later than _____, or
- ii. File your written objection or comment, and any supporting papers or materials, with the Court in person at the Clerk's Office, United States District Court for the Central District of California, 3470 Twelfth Street, Room 134, Riverside, California 92501, no later than _____, or

Questions? Call 1-XXX-XXX-XXXX or visit www.XXXXXXXXXX.com

iii. Mail your written objection or comment, and any supporting papers or materials, to each of the following, by U.S. first-class mail post-marked no later than _____:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
CLERK'S OFFICE UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA 3470 TWELFTH STREET, ROOM 134 RIVERSIDE, CA 92501	_____, ESQ. MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN PLLC 280 S. BEVERLY DRIVE BEVERLY HILLS, CA 90212	MICHAEL B. GALLUB, ESQ. SHOOK, HARDY & BACON LLP 1 ROCKEFELLER PLAZA SUITE 2801 NEW YORK, NY 10020

Regardless of the above method you choose, your written objection must state clearly that you are objecting to the Settlement or the request for Class Counsel Fees and Expenses and/or Class Representative Service Awards in *Wright, et al. v. Volkswagen Group of America, Inc.*, United States District Court for the Central District of California, Civil Action No. 5:24-cv-02171-JGB-SHK, and must include all of the following: (i) your full name, current address and telephone number; (ii) the model, model year and VIN of your Settlement Class Vehicle; (iii) proof that you own(ed) or lease(d) the Settlement Class Vehicle (i.e., a true copy of a vehicle title, registration or license receipt); (iv) a written statement of all your factual and legal grounds for objecting; (v) copies of any papers, briefs and/or other documents upon which the objection is based and which are pertinent to the objection; (vi) the name, address, and telephone number of any counsel representing you; (vii) a statement of whether you intend to appear at the Final Fairness Hearing, either with or without counsel, and the identity(/ies) of any counsel who will appear on your behalf at the Final Fairness Hearing; and (viii) a detailed list of any other objections submitted by you and/or any counsel representing you 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, or affirmatively state, in your objection, that you and/or your counsel have not objected to any other class action settlement in the United States in the previous five (5) years.

Subject to the approval of the Court, any Settlement Class Member may appear, in person or by counsel, at the Final Fairness Hearing. In order to appear, the Settlement Class Member must, no later than _____, file with the Clerk of the Court and serve upon all counsel designated in the Class Notice (see above), a Notice of Intention to Appear at the Fairness Hearing. The Notice of Intention to Appear must include copies of any papers, exhibits or other evidence and identity of witnesses that the Settlement Class Member (or his/her counsel) intends to present to the Court in connection with the Fairness Hearing.

Any Settlement Class Member who does not submit a written objection to the proposed Settlement, Class Counsel's application for Fees and Expenses and/or the Class Representative service awards within the above deadline, and in full compliance with the above requirements and procedures for a valid objection, shall waive his/her/its right to do so, and to appeal from any order or judgment of the Court concerning the Settlement, Fees and Expenses and/or service award.

Any Settlement Class Member who does not provide a Notice of Intention to Appear in accordance with the deadline and other requirements set forth in this Class Notice shall be deemed to have waived any right to appear, personally or by counsel, at the Final Fairness Hearing.

17. What is the difference between objecting and excluding myself?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

FINAL FAIRNESS HEARING

18. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Fairness Hearing on _____ at _____ a.m. before the Honorable Jesus G. Bernal, Courtroom _____, United States District Court for the Central District of California, 3470 Twelfth Street, Riverside, California 92501, to determine whether the Settlement should be granted final approval. At the Final Fairness Hearing, the Court will

Questions? Call 1-XXX-XXX-XXXX or visit www.XXXXXXXXXX.com

consider whether the Settlement is fair, reasonable, and adequate, and thus, should receive final approval. The Court will also consider Class Counsel's application for Fees and Expenses and the Settlement Class Representative service awards. The date and/or time of the Final Fairness Hearing may change without further notice to the Settlement Class. You should check the Settlement Website or the Court's PACER site to confirm that the date and/or time has not changed, or if it has, learn to the new date and time.

19. Do I have to come to the Final Fairness Hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. You may also pay your own lawyer to attend. However, if your objection is timely and compliant with the requirements, the Court will consider it whether or not you or your lawyer attend.

20. May I speak at the Fairness Hearing?

If you do not exclude yourself, you may ask the Court's permission to speak in favor of the proposed Settlement at the Final Fairness Hearing, and any Settlement Class Member who has properly filed a timely objection may ask the Court's permission to appear and speak regarding that objection. To do so, you must file with the Clerk of the Court, and serve upon all counsel identified in Section 16 above, a Notice of Intention to Appear at the Fairness Hearing, saying that it is your intention to appear at the Fairness Hearing in *Wright, et al. v. Volkswagen Group of America, Inc.*, United States District Court for the Central District of California, Civil Action No. 5:24-cv-02171-JGB-SHK. The Notice of Intention to Appear must include copies of any papers, exhibits or other evidence and the identity of witnesses that the Settlement Class Member (or the Settlement Class Member's counsel) intends to present to the Court in connection with the Fairness Hearing.

You must file your Notice of Intention to Appear with the Clerk of the Court and serve a copy upon all counsel designated in the Class Notice no later than _____. You cannot speak at the Final Fairness Hearing if you have excluded yourself from the Settlement.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you do nothing, you will remain in the Settlement Class. If the Court approves the Settlement, you can receive any benefits of the Settlement to which you are eligible, and you will be bound by the Settlement and its terms and provisions, including the Release of Claims, and by all orders and judgments of the Court.

MORE INFORMATION

22. Where can I get more information?

The settlement website, www.____.com, allows you to submit a claim online, look up your vehicle's VIN to determine if it is a Settlement Class Vehicle, obtain Claim Forms, find a copy of the Settlement Agreement and other pertinent documents, and access more information about this Litigation and Settlement. Updates regarding the Action, including important dates and deadlines, will also be available on the website. You may also call the Settlement Claim Administrator at 1-_____ or email info@____.com.

EXHIBIT 4

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

ROBERT WRIGHT, JACQUELINE WRIGHT, JENNIFER SEGARINI, CATHERINE WILSON, EDWARD NORRIS, EDWARD PISHCHIK, OLGA NIKITINA, and WAMIDH JAWAD, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

VOLKSWAGEN GROUP OF AMERICA, INC.,

Defendant.

Case No. 5:24-cv-02171-JGB-ACCVx

Assigned to: Hon. Jesus G. Bernal

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Date: July 13, 2026
Time: 9:00 a.m. PST
Location: Courtroom No. 1

WHEREAS, pursuant to Fed. R. Civ. P. (“Rule”) 23(a), 23(b)(3), and 23(e), the parties seek entry of an order, *inter alia*, preliminarily approving the class Settlement of this Action (“Settlement”) pursuant to the terms and provisions of the Settlement Agreement dated May 1, 2026, with attached exhibits (“Settlement Agreement”); preliminarily certifying the Settlement Class for settlement purposes only; directing Notice to the Settlement Class pursuant to the parties’ proposed Notice Plan; preliminarily appointing the Settlement Class Representatives, Settlement Class Counsel and the Claims Administrator; directing the timing and procedures for objecting to, or requesting exclusion from, the Settlement; and scheduling any other filings and the Final Fairness Hearing; and

WHEREAS, the Court has carefully reviewed and considered the Settlement Agreement and Plaintiffs’ Unopposed Motion for Preliminary Approval;

1 NOW, IT IS HEREBY ORDERED THAT:

2 1. This Order incorporates by reference the definitions in the Settlement
3 Agreement, and all terms used in this Order shall have the same meanings as set forth in
4 the Settlement Agreement.

5 2. The Court has subject matter jurisdiction over this Action pursuant to 28
6 U.S.C. § 1332(d), and venue is proper in this district.

7 3. The Court preliminarily approves the Settlement Agreement and all of its
8 Settlement terms as fair, reasonable and adequate under Rule 23, subject to further
9 consideration at the Final Fairness Hearing. In making this preliminary determination, the
10 Court has considered the factors set forth in Federal Rule of Civil Procedure 23(e)(2) and
11 preliminarily finds that: (A) the Settlement Class Representatives and Settlement Class
12 Counsel have adequately represented the Settlement Class; (B) the Settlement was
13 negotiated at arm's length and there was no collusion; (C) the benefits provided to the
14 Settlement Class are fair, reasonable, and adequate, taking into account the costs, risks,
15 and delay of trial and appeal, the effectiveness of the proposed method of distributing
16 relief, and the terms of any proposed award of attorneys' fees, including timing of
17 payment; (D) the Settlement treats Settlement Class Members equitably relative to each
18 other; and (E) all of the requirements of Rule 23(a) and (b)(3) are met for the purposes of
19 granting preliminary approval of this Settlement. The Court further preliminarily finds
20 that the Settlement Agreement has no obvious deficiencies that would preclude
21 preliminary approval.

22 4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court
23 preliminarily certifies, for settlement purposes only, the following Settlement Class:

24 All present and former U.S. (including Puerto Rico) owners and lessees of
25 Settlement Class Vehicles, which are certain model year 2021 through 2025
26 Volkswagen Atlas and Atlas Cross Sport vehicles which were distributed by
27 Volkswagen Group of America, Inc. for sale or lease in the United States

1 and Puerto Rico, and specifically identified by Vehicle Identification
2 Number (“VIN”) on a VIN list that is attached as Exhibit 5 to the Settlement
3 Agreement.

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

16 5. The Court preliminarily appoints Plaintiffs Robert Wright, Jacqueline
17 Wright, Jennifer Segarini, Catherine Wilson, Edward Norris, Edward Pishchik and
18 Wamidh Jawad as Settlement Class Representatives.

19 6. The Court preliminarily appoints the law firm of Milberg Coleman Bryson
20 Phillips Grossman PLLC, as Class Counsel for the Settlement Class (“Settlement Class
21 Counsel”).

22 7. The Court preliminarily appoints JND Legal Administration as the
23 Settlement Claim Administrator (“Claim Administrator”).

24 8. The Court preliminarily finds, solely for purposes of the Settlement, that the
25 Rule 23 criteria for certification of the Settlement Class exists in that: (a) the Settlement
26 Class is so numerous that joinder of all Settlement Class Members in the Action is
27 impracticable; (b) there are questions of law and fact common to the Settlement Class

1 that predominate over individual questions; (c) the claims of Plaintiffs Robert Wright,
2 Jacqueline Wright, Jennifer Segarini, Catherine Wilson, Edward Norris, Edward
3 Pishchik, Olga Nikitina, and Wamidh Jawad, as the Settlement Class Representatives are
4 typical of the claims of the Settlement Class; (d) the Settlement Class Representatives
5 and Settlement Class Counsel have and will continue to fairly and adequately represent
6 and protect the interests of the Settlement Class; and (e) a class action is superior to all
7 other available methods for the fair and efficient adjudication of the controversy.

8 9. In addition, the Court preliminarily finds that certification of the Settlement
9 Class is appropriate, especially when balanced against the risks and delays of further
10 litigation, and that the proceedings that occurred before the Parties entered into the
11 Settlement Agreement afforded counsel the opportunity to adequately assess the claims
12 and defenses in the Action, the relative positions, strengths, weaknesses, risks, and
13 benefits to each Party, and as such, to negotiate a Settlement Agreement that is fair,
14 reasonable, and adequate, and reflects those considerations.

15 10. The Court also preliminarily finds that the Settlement Agreement has been
16 reached as a result of intensive arm's-length negotiations of disputed claims and that the
17 proposed Settlement is not the result of any collusion.

18 11. The Court approves, and directs the implementation of, the parties' Notice
19 Plan for dissemination of the Class Notice pursuant to the terms of the Settlement
20 Agreement (the "Notice Plan"). The Court approves the form and content of the postcard
21 Settlement Class Notice, the long form Class Notice, and the Claim Form (Exhibits 1, 2
22 and 3 to the Settlement Agreement). The Court finds that the Notice Plan, consisting of
23 mailing of the postcard Settlement Class Notice in the manner set forth in the Settlement
24 Agreement, as well as the establishment of a settlement website that, *inter alia*, will
25 contain the long form Class Notice, satisfies Rule 23, due process, and constitutes the
26 best notice practicable under the circumstances. The Notice Plan is reasonably calculated
27 to apprise the Settlement Class of the pendency of the Action; the certification of the

1 Settlement Class for settlement purposes only; the terms of the Settlement, its benefits
2 and the Release of Claims; the Settlement Class Members' rights including the right to,
3 and the deadlines and procedures for, requesting exclusion from the Settlement or
4 objecting to the Settlement and/or Class Counsel's application for Fees and Expenses and
5 Settlement Class representative service awards; the deadline, procedures and
6 requirements for submitting a Claim for Reimbursement pursuant to the Settlement
7 terms; the time and place of, and right to appear at, the Final Fairness hearing; and other
8 pertinent information about the Settlement and the Settlement Class Members' rights.

9 12. The Court further authorizes the Parties to make non-material modifications
10 to the Settlement Class Notices and Claim Form prior to the Notice Date if they jointly
11 agree that any such changes are appropriate.

12 13. The Claim Administrator is directed to perform all settlement administration
13 duties set forth in, and pursuant to the terms and time periods of, the Settlement
14 Agreement, including mailing of the CAFA Notice, implementing and maintaining the
15 Settlement Website, implementing the Notice Plan, the processing, review and
16 determination of timely submitted and proper Claims for Reimbursement under the
17 Settlement terms, and the submission of any declarations and other materials to counsel
18 and the Court, as well as any other duties required under the Settlement Agreement.

19 11. The Departments of Motor Vehicles within the United States and its
20 territories are ordered to provide approval to S&P Global, or any other company so
21 retained by the parties and/or the Claim Administrator, to release the names and
22 addresses of Settlement Class Members in the Action associated with the titles of the
23 Vehicle Identification Numbers at issue in the Action for the purposes of disseminating
24 the Settlement Class Notice to the Settlement Class Members. S&P Global, or any other
25 company so retained, is ordered to license, pursuant to agreement between Defendant and
26 S&P Global or such other company, and/or the Claim Administrator and S&P Global or
27 such other company, the Settlement Class Members' contact information to the Claim

1 Administrator and/or Defendant solely for the use of providing Settlement Class Notice
2 in the Action and for no other purpose.

3 12. Any Settlement Class Member who wishes to be excluded from the
4 Settlement Class must mail, by first-class mail postmarked no later than thirty (30) days
5 after the Notice Date, a written request for exclusion (“Request for Exclusion”) to each of
6 the following: (a) the Claim Administrator at the address specified in the Class Notice;
7 (b) Alex R. Straus, Milberg Coleman Bryson Phillips Grossman PLLC, 280 S. Beverly
8 Drive, Beverly Hills, CA 90212 on behalf of Class Counsel; and (c) Michael B. Gallub,
9 Esq., Shook, Hardy & Bacon L.L.P., 1 Rockefeller Plaza, Suite 2801, New York, NY
10 10020 on behalf of Defendant. To be effective, the Request for Exclusion must be timely
11 and must:

- 12 a. Include the Settlement Class Member’s full name, address and
13 telephone number;
- 14 b. Identify the model, model year and VIN of the Settlement Class
15 Vehicle;
- 16 c. State that he/she/it is a present or former owner or lessee of a
17 Settlement Class Vehicle; and
- 18 d. Specifically and unambiguously state his/her/its desire to be excluded
19 from the Settlement Class.

20 13. Any Settlement Class Member who fails to submit a timely and complete
21 Request for Exclusion containing all of the above required information, and mailed to the
22 proper addresses, shall remain in the Settlement Class and shall be subject to and bound
23 by all determinations, orders and judgments in the Action concerning the Settlement,
24 including but not limited to the Released Claims set forth in the Settlement Agreement.

25 14. Any Settlement Class Member who has not submitted a Request for
26 Exclusion may object to the fairness of the Settlement Agreement and/or the requested
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1 amount of Class Counsel Fees and Expenses and/or Settlement Class Representative
2 service awards.

3 a. To object, a Settlement Class Member must either: (i) file the
4 objection, together with any supporting briefs and/or documents, with
5 the Court in person or via the Court's electronic filing system within
6 thirty (30) days of the Notice Date; or (ii) mail, via first-class mail
7 postmarked within thirty (30) days of the Notice Date, the objection,
8 together with any supporting briefs and/or documents, to each of the
9 following: (a) the Clerk's Office of the United States District Court,
10 Central District of California, 470 Twelfth Street, Room 134,
11 Riverside, California 92501; (b) Alex R. Straus, Milberg Coleman
12 Bryson Phillips Grossman PLLC, 280 S. Beverly Drive, Beverly
13 Hills, CA 90212 on behalf of Class Counsel; and (c) Michael B.
14 Gallub, Esq., Shook, Hardy & Bacon L.L.P., 1 Rockefeller Plaza,
15 Suite 2801, New York, NY 10020 on behalf of Defendant.

16 b. Any objecting Settlement Class Member must include the following
17 with his/her/its objection: (i) the objector's full name, address, and
18 telephone number; (ii) the model, model year and Vehicle
19 Identification Number of the Settlement Class Vehicle, along with
20 proof that the objector has owned or leased the Settlement Class
21 Vehicle (i.e., a true copy of a vehicle title or registration); (iii) a
22 written statement of all grounds for the objection accompanied by any
23 legal support for such objection; (iv) copies of any papers, briefs, or
24 other documents upon which the objection is based and are pertinent
25 to the objection; (v) the name, address and telephone number of any
26 counsel representing said objector; (vi) a statement of whether the
27 objecting Settlement Class Member intends to appear at the Final

1 Fairness Hearing, either with or without counsel, and the identity(ies)
2 of any counsel who will appear on behalf of the Settlement Class
3 Member at the Final Fairness Hearing; and (vii) a list of all other
4 objections submitted by the objector, or the objector's counsel, to any
5 class action settlements submitted in any court in the United States in
6 the previous five (5) years, including the full case name, the
7 jurisdiction in which it was filed and the docket number. If the
8 Settlement Class Member or his/her/its counsel has not objected to
9 any other class action settlement in the United States in the previous
10 five (5) years, he/she/it shall affirmatively so state in the objection.

11 15. Subject to the approval of the Court, any Settlement Class Member may
12 appear, in person or by counsel, at the Final Fairness Hearing to explain why the
13 proposed Settlement should be approved, or to speak regarding any objection that
14 he/she/it had properly and timely filed with the Court. In order to appear, any Settlement
15 Class Member must, no later than the objection deadline, file with the Clerk of the Court
16 and serve upon all counsel designated in the Class Notice, a Notice of Intention to Appear
17 at the Final Fairness Hearing. The Notice of Intention to Appear must include copies of
18 any papers, exhibits or other evidence and the identity of all witnesses that the Settlement
19 Class Member (or the Settlement Class Member's counsel) intends to present to the Court
20 in connection with the Final Fairness Hearing. Any Settlement Class Member who does
21 not provide a Notice of Intention to Appear in accordance with the deadline and other
22 requirements set forth in this Order and the Class Notice shall be deemed to have waived
23 any right to appear, in person or by counsel, at the Final Fairness Hearing.

24 16. Any Settlement Class Member who has not properly filed a timely objection
25 in accordance with the deadline and requirements set forth in this Order and the Class
26 Notice shall be deemed to have waived any objections to the Settlement and any
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1 adjudication or review of the Settlement Agreement and/or its approval by appeal or
2 otherwise.

3 17. In the event the Settlement is not granted final approval by the Court, or for
4 any reason the parties fail to obtain a Final Order and Judgment as contemplated in the
5 Settlement Agreement, or the Settlement is terminated pursuant to its terms for any
6 reason, then the following shall apply:

- 7 a. All orders and findings entered in connection with the Settlement shall
8 become null and void and have no further force and effect, shall not
9 be used or referred to for any purposes whatsoever, and shall not be
10 admissible or discoverable in this or any other proceeding, judicial or
11 otherwise;
- 12 b. All of the Parties' respective pre-Settlement claims, defenses and
13 procedural rights will be preserved, and the parties will be restored to
14 their positions *status quo ante*;
- 15 c. Nothing contained in this Order is, or may be construed as, any
16 admission or concession by or against Defendant, the Released
17 Parties, or the Plaintiff on any allegation, claim, defense, or point of
18 fact or law in connection with this Action;
- 19 d. Neither the Settlement terms, the existence of the Settlement itself,
20 nor any publicly filed, available, or disseminated information
21 regarding the Settlement, including, without limitation, the Settlement
22 Agreement, the Class Notices, the Settlement Website, court filings,
23 court orders, and public statements, may be used as evidence in this or
24 any other proceeding, judicial or otherwise; and
- 25 e. Neither the fact of, nor any documents relating to, either Party's
26 withdrawal from the Settlement, any failure of the Court to approve
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1 the Settlement, and/or any objections or interventions may be used as
2 evidence; and

3 f. The preliminary certification of the Settlement Class pursuant to this
4 Order shall be vacated automatically, and the Action shall proceed as
5 though the Settlement Class had never been preliminarily certified.

6 18. Pending the Final Fairness Hearing and the Court's decision whether to
7 grant final approval of the Settlement, no Settlement Class Member, either directly,
8 representatively, or in any other capacity (other than any Settlement Class Member who
9 has timely and properly submitted a Request for Exclusion in accordance with this Order)
10 , shall commence, prosecute, continue to prosecute, or participate in, against Defendant
11 and/or any of the Released Parties, any action or proceeding in any court or tribunal
12 (judicial, administrative or otherwise) asserting any of the matters, claims or causes of
13 action that are to be released in the Settlement Agreement. Pursuant to 28 U.S.C. §
14 1651(a) and 2283, the Court finds that issuance of this preliminary injunction is necessary
15 and appropriate in aid of the Court's continuing jurisdiction and authority over the
16 Action.

17 19. Pending the Final Fairness Hearing and any further determination thereof,
18 this Court shall maintain continuing jurisdiction over these Settlement proceedings.

19 20. Based on the foregoing, the Court sets forth the following schedule for the
20 Final Fairness Hearing and the actions which must precede it. If any deadline set forth in
21 this Order falls on a weekend or federal holiday, then such deadline shall extend to the
22 next business day. These deadlines may be extended by order of the Court, for good
23 cause shown, without further notice to the Class. Settlement Class Members must check
24 the Settlement Website regularly for updates and further details regarding this Settlement
25 and any applicable deadlines and dates including any changes in the date, time and/or
26 place of the Final Fairness Hearing;

Event	Deadline Pursuant to Settlement Agreement
Notice shall be mailed in accordance with the Notice Plan and this Order	_____ [100-days after issuance of Preliminary Approval Order]
Class Counsel’s Fee and Expense Application and request for service awards for the Plaintiffs-Settlement Class Representatives	_____ [116-days after issuance of Preliminary Approval Order]
Deadline for filing of any Objections to the Settlement, Class Counsel’s Fee and Expense Application, and/or the request for Settlement Class Representative service award	_____ [130-days after issuance of Preliminary Approval Order; 30-days after the Notice Date]
Deadline for Requests for Exclusion from the Settlement	_____ [130-days after issuance of Preliminary Approval Order; 30-days after the Notice Date]
Plaintiffs to file Motion for Final Approval of the Settlement	_____ [150-days after issuance of Preliminary Approval Order; 50-days after the Notice Date]

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<p>Claim Administrator shall submit a declaration to the Court (i) reporting the names of all persons and entities that submitted Requests for Exclusion; and (ii) attesting that Notice was disseminated in accordance with the Settlement Agreement and this Preliminary Approval Order.</p>	<p>_____ [150-days after issuance of Preliminary Approval Order; 50-days after the Notice Date]</p>
<p>Responses of Any Party to any Objections and/or Requests for Exclusion</p>	<p>_____ [165-days after issuance of Preliminary Approval Order; 65-days after the Notice Date]</p>
<p>Any submissions by Defendant concerning Final Approval of Settlement</p>	<p>_____ [165-days after issuance of Preliminary Approval Order; 65-days after the Notice Date]</p>
<p>Final Fairness Hearing will be held at George E. Brown, Jr. Federal Building and United States Courthouse, 3470 Twelfth Street, Courtroom 1, Riverside, California 92501, or by video conference as determined by the Court</p>	<p>_____ [180-days after issuance of Preliminary Approval Order; 30-days after Plaintiffs’ filing of Final Approval Motion]</p>

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1 IT IS SO ORDERED.

2 Dated: _____
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5 _____
6 Hon. Jesus G. Bernal
7 United States District Judge
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28 DECLARATION OF ALEX R. STRAUS ISO PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT

EXHIBIT 5

EXHIBIT 5

To be submitted upon request and under seal to protect the vehicle identification numbers (“VIN”) of the Settlement Class and because the size of the file is larger than can be uploaded. The full VIN list is over 18,700 pages.