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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

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

Plaintiffs,

v.

VOLKSWAGEN GROUP OF  
AMERICA, INC.,

Defendant.

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

**PLAINTIFFS' NOTICE OF  
MOTION AND UNOPPOSED  
MOTION FOR PRELIMINARY  
APPROVAL OF CLASS  
SETTLEMENT**

Hon. Jesus G. Bernal

Date: July 13, 2026

Time: 9:00 a.m.

Location: Courtroom 1

PLEASE TAKE NOTICE THAT, on July 13, 2026, at 9:00 a.m. PST, or as soon thereafter that the matter may be heard, in Courtroom 1, George E. Brown, Jr. United States Courthouse, 3470 Twelfth Street, Riverside, CA 92501-3801, before the Honorable Jesus G. Bernal, of the United States District Court for the Central District of California,

1 Plaintiffs Robert Wright, Jacqueline Wright, Jennifer Segarini, Catherine Wilson, Edward  
2 Norris, Edward Pishchik, and Wamidh Jawad (“Plaintiffs”) will and hereby do move this  
3 Court, pursuant to Federal Rule of Civil Procedure 23, for an Order (1) preliminarily  
4 approving the Proposed Class Settlement of this action; (2) preliminarily certifying, for  
5 settlement purposes only and pursuant to the terms of the Settlement Agreement, the  
6 proposed Settlement Class; (3) approving the Parties’ Notice Plan for dissemination of the  
7 Class Notice of this Settlement (including the form and content of the proposed Class  
8 Notices and Claim Form, annexed to the Agreement as the Claim Form, attached hereto at  
9 Exhibit 1, the Postcard Notice, attached hereto at Exhibit 2, and the Long-Form Class  
10 Notice, attached hereto at Exhibit 3)<sup>1</sup> and directing distribution of the Postcard Class Notice  
11 pursuant to said Notice Plan; (4) preliminarily approving, and authorizing the Parties to  
12 retain, JND Legal Administration as the Settlement Claim Administrator; (5) preliminarily  
13 appointing Milberg, PLLC as Settlement Class Counsel; (6) preliminarily appointing the  
14 named Plaintiffs as Settlement Class Representatives; and (3) scheduling a final fairness  
15 hearing.

16 As discussed more fully in the attached Memorandum of Points and Authorities, the  
17 Parties have negotiated a Class Settlement that provides substantial benefits to the  
18 Settlement Class and clearly satisfies the requisites for preliminary approval.

19 Counsel for the Parties have conferred, and Defendant does not oppose this motion.  
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27 <sup>1</sup> Additional Exhibits to the Settlement Agreement include, the Proposed Preliminary Approval Order, attached hereto at Exhibit 4, and the Vehicle Identification Number (“VIN”) List, attached hereto at Exhibit 5.

1 Dated: May 11, 2026

Respectfully submitted,

2 /s/ Alex R. Straus

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28 *and the Proposed Settlement Class*

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiffs, on behalf of themselves and the proposed Settlement Class herein,  
4 respectfully move this Court for preliminary approval of the proposed Class Settlement  
5 (“Settlement”) set forth in the Settlement Agreement annexed as Exhibit A to the  
6 Declaration of Alex R. Straus (“Straus Decl.”) in Support of this Motion.

7 Plaintiffs, with the consent of Defendant Volkswagen Group of America, Inc.  
8 (“VWGoA”), respectfully request that the Court enter an Order:

- 9 1. granting preliminary approval of the proposed Settlement;
- 10 2. preliminarily certifying, for settlement purposes only and pursuant to the  
11 terms of the Settlement Agreement, the proposed Settlement Class;
- 12 3. approving the Parties’ Notice Plan for dissemination of the Class Notice of  
13 this Settlement (including the form and content of the proposed Class Notices  
14 and Claim Form, annexed to the Agreement as Exhibits 1, 2, and 3) and  
15 directing distribution of the Postcard Class Notice pursuant to the Notice Plan;
- 16 5. preliminarily approving, and authorizing the Parties to retain JND Legal  
17 Administration as the Settlement Claim Administrator;
- 18 6. preliminarily appointing Milberg, PLLC as Settlement Class Counsel;
- 19 7. preliminarily appointing the named Plaintiffs as Settlement Class  
20 Representatives; and
- 21 8. scheduling relevant dates, including a date for the Final Fairness Hearing, not  
22 earlier than one hundred eighty (180) days after Preliminary Approval is  
23 granted.

24 This action was commenced by filing a proposed Class Action Complaint on  
25 October 11, 2024. ECF No. 1. Two motions to dismiss have been filed, resulting in the  
26 filing of two amended complaints. The litigation has been vigorously contested from the  
27 outset. Following extensive arm’s-length negotiations between the Parties, the Parties have

1 reached a proposed Class Settlement of this matter and have executed a Settlement  
2 Agreement which is now respectfully presented to this Court for preliminary approval.

3 The Settlement provides substantial benefits to the Settlement Class, such as:

4 (1) for current owners or lessees of Settlement Class Vehicles, a generous extended  
5 warranty covering a percentage of the cost of replacement, by an authorized Volkswagen  
6 dealer, of the Settlement Class Vehicles' front brake pads to address a diagnosed condition  
7 of front brake noise (squealing, squeaking, grinding, scraping) and/or front brake  
8 vibration/pulsation, within either 36 months or 36,000 miles (whichever occurred first)  
9 from the Settlement Class Vehicle's In-Service Date, or 42 months or 42,000 miles  
10 (whichever occurred first) from the Settlement Class Vehicle's In-Service date, as  
11 applicable and described in more detail below, and

12 (2) for both current and former owners or lessees of Settlement Class Vehicles,  
13 reimbursement of a percentage of certain past paid out-of-pocket expenses to address a  
14 diagnosed condition of front brake noise (squealing, squeaking, grinding, scraping) and/or  
15 vibration, that were incurred and paid for prior to the Notice Date and within either 36  
16 months or 36,000 miles (whichever occurred first) from the Settlement Class Vehicle's In-  
17 Service Date, or 42 months or 42,000 miles (whichever occurred first) from the Settlement  
18 Class Vehicle's In-Service date, as applicable and described in more detail below.

19 The Proposed Settlement is fair, reasonable, and adequate, and provides substantial  
20 benefits to the Settlement Class while balancing the risks and delays of continued,  
21 protracted litigation. For these reasons, the Court should preliminarily approve the  
22 Proposed Settlement.

23 **II. FACTUAL AND PROCEDURAL BACKGROUND**

24 **A. Factual Background**

25 In this putative class action, Plaintiffs alleged that the front brakes of their and other  
26 2021-2025 Volkswagen Atlas and Atlas Cross Sport vehicles ("Settlement Class Vehicles"  
27 or "Class Vehicles") are defective because they are potentially subject to unwanted front

1 brake noise (squealing, squeaking, grinding, scraping) and/or front brake  
2 vibration/pulsation, that this could potentially be distracting to some drivers, and that  
3 VWGoA knew of this through various means and did not disclose this prior to sale. Third  
4 Am. Compl. (“TAC”), ECF No. 50, ¶¶ 4–9, 27–56.

5 Plaintiffs further alleged that these defects present safety concerns. TAC ¶¶ 5–10.  
6 Plaintiffs alleged that Volkswagen knew of the Brake Defect through pre-release testing  
7 data, warranty repair data, replacement part sales data, consumer complaints to  
8 Volkswagen and NHTSA, Technical Service Bulletins issued to dealerships, and  
9 dealership service personnel’s admissions. TAC ¶¶ 27–56.

10 VWGoA maintains that the front brakes of the Settlement Class Vehicles function  
11 safely, properly, are not defective, were properly designed, manufactured, marketed, and  
12 distributed, and do not emit unwanted brake noise or pulsation/vibration. VWGoA further  
13 maintains that no applicable warranties were breached, nor were any applicable statutes,  
14 laws, or common law duties violated.

15 **B. Procedural History**

16 Plaintiffs filed their original Complaint on October 11, 2024. ECF No. 1. On  
17 February 27, 2025, VWGoA filed a motion to dismiss. ECF No. 16. In lieu of opposing the  
18 motion, and pursuant to Court-approved stipulation of the Parties, Plaintiffs filed their First  
19 Amended Complaint on May 16, 2025. ECF No. 25. VWGoA filed a motion to dismiss the  
20 First Amended Complaint (“FAC”) on June 30, 2025. ECF No. 29. That motion was fully  
21 briefed, ECF Nos. 30, 31, and on September 10, 2025, the Court granted in part VWGoA’s  
22 motion and dismissed the FAC with leave to amend to cure certain enumerated material  
23 pleading deficiencies. ECF No. 33. Thereafter, on September 19, 2025, Plaintiffs filed their  
24 Second Amended Complaint (“SAC”). ECF No. 35. On October 29, 2025, VWGoA filed  
25 a motion to dismiss the SAC (ECF No. 38), which was granted with leave to amend on  
26 April 30, 2026. ECF No. 49. On May 5, 2026, Plaintiffs filed their Third Amended  
27 Complaint, which is the current operative pleading. ECF No. 50.

1 Recognizing the risks, expense, and uncertainty of continued litigation, the Parties  
2 engaged in vigorous and extensive arm’s-length settlement negotiations. Through those  
3 negotiations, the Parties were able to reach a Class Settlement which is embodied in the  
4 executed Class Settlement Agreement (attached as Exhibit A to the Straus Decl., included  
5 here) that is now presented to this Court for preliminary approval.

6 **III. THE PROPOSED SETTLEMENT**

7 The Proposed Settlement provides substantial, meaningful benefits to Settlement  
8 Class Members as follows:

9 **A. The Settlement Class**

10 The proposed Settlement Class is comprised of “All present and former U.S.  
11 (including Puerto Rico) owners and lessees of Settlement Class Vehicles,” which are  
12 defined as “certain specific model year 2021 through 2025 Volkswagen Atlas and Atlas  
13 Cross Sport vehicles that are specifically designated by Vehicle Identification Number  
14 (VIN) in the VIN List annexed as Exhibit 5 to this Settlement Agreement, which were  
15 imported and/or distributed by Volkswagen Group of America, Inc. for sale or lease in the  
16 United States and Puerto Rico.” Settlement Agreement (“SA”) §§ I.V. and I.W.<sup>2</sup>

17 **B. The Substantial Settlement Benefits**

18 **(1) Warranty Extension for Current Owners or Lessees.** Effective on the  
19 Notice Date, VWGoA will extend its New Vehicle Limited Warranties (“NVLWs”)  
20 applicable to the Settlement Class Vehicles to cover a percentage of the cost of one  
21

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22 <sup>2</sup> Excluded from the Settlement Class are: (a) all Judges who have presided over the Actions and their  
23 spouses; (b) all current employees, officers, directors, agents and representatives of Defendants, and their  
24 family members; (c) any affiliate, parent or subsidiary of Defendants and any entity in which Defendants  
25 have a controlling interest; (d) anyone acting as a used car dealer; (e) anyone who purchased a Settlement  
26 Class Vehicle for the purpose of commercial resale; (f) anyone who purchased a Settlement Class Vehicle  
27 with salvaged title and/or any insurance company that acquired a Settlement Class Vehicle as a result of  
28 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. SA § I.U.

1 replacement, by an authorized Volkswagen dealer, of a Settlement Class Vehicle’s factory-  
2 installed or Volkswagen replacement front brake pads, for a diagnosed condition of front  
3 brake noise (squealing, squeaking, grinding, scraping) and/or front brake  
4 vibration/pulsation. Since the front brake pads are “wear and tear” parts, under the subject  
5 vehicles’ original NVLWs, they are subject to a 12 month or 12,000 mile (whichever  
6 occurs first) warranty period from the vehicle’s In-Service Date. However, for the above  
7 covered issues, the Settlement Warranty Extension more than triples this period, providing  
8 coverage on a very favorable sliding scale basis consisting of 100% coverage for vehicles  
9 within 12–15 months and 12,001–15,000 miles from the In-Service Date; 90% coverage  
10 from 15+ months/15,001 miles to 18 months/18,000 miles; 80% coverage from 18+  
11 months/18,001 miles to 21 months/21,000 miles; 70% coverage from 21+ months/21,001  
12 miles to 24 months/24,000 miles; 60% coverage from 24+ months/24,001 miles to 27  
13 months/27,000 miles; 50% coverage from 27+ months/27,001 miles to 30 months/30,000  
14 miles; 40% coverage for 30+ months/30,000 miles to 33 months/33,000 miles; and 30%  
15 coverage for 33+ months/33,000 miles to 36 months/36,000 miles from their In-Service  
16 Dates. In addition, if the Settlement Class Member provides the dealer with a signed  
17 Declaration the vehicle had not undergone a prior front brake pad replacement as of the  
18 time it is presented for the covered repair, then the period will be even further extended to  
19 provide coverage of 25% for repair occurring from 36+ months or 36,001 miles to 39  
20 months or 39,000 miles (whichever occurs first) and 20% coverage from 39+ months or  
21 39,001 miles to 42 months or /42,000 miles (whichever occurs first) from the In-Service  
22 Date. SA § II.A.

23 What is more, if a Settlement Class Vehicle’s Warranty Extension time period has  
24 already expired as of the date of the class notice mailing (the “Notice Date”), then the time  
25 duration will be extended to 75 days from the Notice Date, subject to the applicable mileage  
26 limitation. SA § II.A.

1                   **(2) Reimbursement of Past Paid Out-of-Pocket Expenses.** Settlement Class

2 Members who already paid out-of-pocket for a covered front brake pad replacement (to  
3 address a diagnosed condition of front brake noise (squealing, squeaking, grinding,  
4 scraping) and/or front brake vibration/pulsation prior to the Notice Date and within either  
5 36 months or 36,000 miles (whichever occurred first) from the Settlement Class Vehicle’s  
6 In-Service Date, or 42 months or 42,000 miles (whichever occurred first) from the  
7 Settlement Class Vehicle’s In-Service date as discussed above if a signed declaration is  
8 provided, may seek reimbursement of a percentage of the cost of one such past paid repair,  
9 pursuant to the same favorable sliding scale of coverage percentages set forth above that  
10 are based on the time in-service and mileage of the vehicle at the time of the past repair.

11                   In addition, the reimbursement coverage includes the applicable percentage (based  
12 on the same sliding scale of coverage percentages) of the cost of a past paid replacement  
13 of the front brake discs/rotors if that repair was performed at the same time as the covered  
14 front brake pad replacement. SA § II.B.

15                   Finally, the reimbursement coverage includes repairs that were not performed at an  
16 authorized Volkswagen dealer, subject to “caps” of (i) \$684 for a past paid non-dealer  
17 replacement of the front brake pads, and (ii) \$1,000 for a past paid non-dealer front brake  
18 discs/rotors replacement. SA § II.B.

19                   These benefits are very substantial, and clearly fair, reasonable, and adequate in  
20 every respect.

21                   **C. Release by Settlement Class Members**

22                   Through this Settlement, all Settlement Class Members agree to release all claims  
23 arising from or relating to the front brakes of the Settlement Class Vehicles that were or  
24 could have been asserted in the Action, including claims relating to noise, vibration,  
25 pulsation, and/or wear of front brake pads and/or rotors/discs. SA § I.Q. The release  
26 expressly exempts claims for personal injuries, and for property damage other than to the  
27

1 Settlement Class Vehicle itself. *Id.* Upon entry of the Final Approval Order and Judgment,  
2 Plaintiffs will waive and relinquish rights under California Civil Code § 1542. SA § VIII.B.

3 **D. Settlement Administration**

4 The Parties have agreed to retain JND Legal Administration LLC as the Claim  
5 Administrator. SA § I.C. JND is a leader in the field of class settlement claims  
6 administration, with substantial experience administering automotive class action  
7 settlements. VWGoA shall be responsible for the reasonable costs of class notice and  
8 settlement administration, SA § III.A, which will not reduce any benefits available to the  
9 Settlement Class. The Claim Administrator shall report to both parties jointly. *Id.*

10 **E. Class Notice**

11 The Notice Plan provides for individual Postcard Class Notice to be mailed by first  
12 class mail to the current or last known addresses of all reasonably identifiable Settlement  
13 Class Members within 100 days after entry of the Preliminary Approval Order. SA §  
14 IV.B.1. The Claim Administrator will also email a copy of the Postcard Class Notice to  
15 Settlement Class Members whose email addresses are in VWGoA's possession, to the  
16 extent that doing so would not be prohibited or restricted by agreement, customer/e-mail  
17 addressee request or restriction, and/or privacy or confidentiality laws, rules, or internal  
18 company policies. *Id.*

19 To identify Settlement Class Members, the Claim Administrator will engage a third-  
20 party company such as S&P Global to obtain the names and current or last known addresses  
21 of all present and former owners/lessees of the Settlement Class Vehicles from the various  
22 state Departments of Motor Vehicles, based upon the Vehicle Identification Numbers  
23 (VINs) of those vehicles, which VWGoA will provide. SA § IV.B.2. In addition, prior to  
24 mailing the Postcard Class Notices, the Claim Administrator will run those addresses  
25 through the USPS National Change of Address database to update the address information  
26 for Settlement Class Vehicle owners and lessees. For each individual class notice that is  
27 returned as undeliverable, the Claim Administrator shall re-mail it if a forwarding address

1 has been provided. For undeliverable Postcard Class Notices where no forwarding address  
2 is provided, the Claim Administrator will perform an advanced address search (skip traces)  
3 and re-mail any such Postcard Class Notice to the extent any new and current address is  
4 located.. SA § IV.B.3.

5 The Claim Administrator will also establish and maintain a Settlement Website  
6 which will, *inter alia*, contain copies of the Claim Form, the Postcard Class Notice, and a  
7 “longer form” Class Notice with further settlement details and instructions. The Settlement  
8 Website will also contain copies of the Settlement Agreement, relevant motions, orders  
9 and certain court filings, a VIN lookup portal that enables people to input their vehicle’s  
10 VIN to confirm whether it is a Settlement Class Vehicle, information about the Settlement  
11 Class Members’ rights and options, applicable deadlines and procedures for filing  
12 objections, exclusion requests, and reimbursement claims, as well as a toll-free phone  
13 number where class members can contact the Claim Administrator to ask questions about  
14 the settlement or for other assistance. SA § IV.B.6.

15 **F. Opt-Outs and Objections**

16 The Settlement provides a reasonable time and procedure for opt outs and objections.  
17 Settlement Class Members who wish to be excluded from the Settlement Class must mail  
18 a written Request for Exclusion to the Claim Administrator and counsel for both Parties,  
19 postmarked no later than 30 days after the Notice Date. SA § V.B. The Request must  
20 include the member’s name, address, telephone number, VIN, a statement that the  
21 individual seeking exclusion is a current or former owner or lessee of a Settlement Class  
22 Vehicle (i.e., that they are, in fact, a Settlement Class Member), and an unambiguous  
23 statement of desire to be excluded. *Id.*

24 Settlement Class Members who wish to object to the Settlement, and/or the requests  
25 for reasonable attorney fees/expenses and Class Representative service awards, must file a  
26 written objection with the Court, either (i) in person or through the Court’s electronic filing  
27 system, no later than 30 days after the Notice Date, or (ii) they may mail their objections,  
28

1 postmarked no later than 30 days after the Notice Date and serve copies on counsel for  
2 both Parties. SA § V.A. Objections must include the objector’s full name, address and  
3 telephone number, proof that objector is a current or former owner or lessee of a Settlement  
4 Class Vehicle (e.g. registration, title or proof of insurance), a statement of all grounds for  
5 the objection accompanied by any legal support for such objection, copies of any papers,  
6 briefs, or other documents upon which the objection is based and/or that are pertinent to  
7 the objection, a statement of whether the objector intends to appear at the Final Fairness  
8 Hearing, and a list of all other class action objections filed by the objector or his/her counsel  
9 within the previous five years. *Id.*

10 **G. Attorneys’ Fees and Expenses and Class Representative Service Awards**

11 The parties have not discussed the topics of reasonable class counsel fees/expenses  
12 or class representative service awards prior to entering into the Settlement Agreement. The  
13 Parties will attempt to reach agreement on reasonable Class Counsel Fees and Expenses  
14 and Class Representative Service Awards, for which Class Counsel may apply to the Court.  
15 If the Parties are unable to reach agreement, Class Counsel will make an application for  
16 reasonable Class Counsel Fees and Expenses and Class Representative Service Awards to  
17 the Court, to which Defendant may respond as it deems appropriate. Prior to doing so, the  
18 Parties shall meet and confer in a good-faith effort to agree upon an appropriate schedule  
19 and any discovery that may need to be conducted on the relevant issues, and either Party  
20 may apply to the Court in this regard if agreement cannot be reached. SA § VII.C. Payment  
21 of reasonable Class Counsel Fees and Expenses and service awards will not reduce the  
22 benefits available to Settlement Class Members. SA § VII.C. *Id.* The Court’s award of  
23 reasonable Class Counsel Fees and Expenses, if any, shall be subject to rights of appeal by  
24 any of the Parties.

25 **H. Class Action Fairness Act (“CAFA”) Notice**

26 The Proposed Settlement fully complies with CAFA because it does not provide for  
27 a recovery of coupons, does not result in a net loss to any Class Member, and does not treat

1 Settlement Class Members inequitably. *See* 28 U.S.C. §§ 1712–14. Pursuant to 28 U.S.C.  
2 § 1715, the Claim Administrator shall provide notice of this proposed Settlement to the  
3 Attorney General of the United States and the Attorneys General of each state (and Puerto  
4 Rico) in which a known Settlement Class Member resides. SA § IV.A.

5 **IV. LEGAL STANDARD**

6 In the Ninth Circuit, there is a “strong judicial policy that favors settlements” of class  
7 actions. *Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992). “[T]here is  
8 an overriding public interest in settling and quieting litigation,” and this is “particularly  
9 true in class action suits.” *Van Bronkhorst v. Safeco Corp.*, 529 F.2d 943, 950 (9th Cir.  
10 1976). Recognizing that “[p]arties represented by competent counsel” are “positioned . . .  
11 to produce a settlement that fairly reflects each party’s expected outcome in [the]  
12 litigation,” courts favor approval of settlements. *In re Pac. Enters. Sec. Litig.*, 47 F.3d 373,  
13 378 (9th Cir. 1995). This is particularly true in complex cases, such as automotive  
14 litigation. *In re Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d 1095, 1101 (9<sup>th</sup> Cir. 2008).

15 At the preliminary approval stage, the court “evaluate[s] the terms of the settlement  
16 to determine whether they are within a range of possible judicial approval.” *Wright v.*  
17 *Linkus Enters., Inc.*, 259 F.R.D. 468, 472 (E.D. Cal. 2009). Determining whether a  
18 proposed settlement is fair, adequate, and reasonable depends upon: (1) the strength of the  
19 plaintiffs’ case; (2) the risk, expense, complexity, and likely duration of further litigation;  
20 (3) the risk of maintaining class action status throughout trial; (4) the amount offered in  
21 settlement; (5) the extent of discovery completed and stage of proceedings; (6) the  
22 experience and views of counsel; (7) the presence of a governmental participant; and (8)  
23 the reaction of class members to the proposed settlement. *Churchill Village, L.L.C. v. Gen.*  
24 *Elec.*, 361 F.3d 566, 575 (9th Cir. 2004).

1 **V. ARGUMENT**

2 **A. The Court Should Grant Preliminary Approval of the Proposed**  
3 **Settlement.**

4 The Proposed Settlement represents a fair, reasonable, and adequate resolution to  
5 this litigation, providing substantial benefits to Settlement Class Members. The relevant  
6 considerations weigh in favor of preliminarily approving the Proposed Settlement.

7 **1. The Proposed Settlement is the result of good faith, arm’s-length**  
8 **negotiations.**

9 The Parties reached the Proposed Settlement following extensive arm’s-length  
10 negotiations between experienced counsel. Both Class Counsel and VWGoA’s Counsel  
11 have significant experience in consumer class action litigation, including automotive class  
12 actions. The Parties’ negotiations were conducted at arm’s length, and in an adversarial but  
13 good faith fashion, with each side carefully evaluating the strengths and weaknesses of  
14 their respective positions. *See also, SA, Recitals* at pp 1-3. There was no collusion; in fact,  
15 the issues of reasonable Class Counsel fees/expenses and Class Representative Service  
16 Awards were not even discussed prior to entering into the Settlement Agreement, and have  
17 not yet been discussed to date. This favors preliminary approval. *G. F. v. Contra Costa*  
18 *Cnty.*, No. 13-cv-03667-MEJ, 2015 WL 4606078, at \*13 (N.D. Cal. July 30, 2015).

19 **2. The Proposed Settlement falls within the range of possible**  
20 **approval.**

21 It is axiomatic that “the very essence of a settlement is compromise, ‘a yielding of  
22 absolutes and an abandoning of highest hopes.’” *Officers for Justice v. Civil Serv. Comm’n*  
23 *of City & Cnty. of San Francisco*, 688 F.2d 615, 624 (9th Cir. 1982). For that reason, at the  
24 preliminary approval stage, “the Court must determine whether the proposed settlement is  
25 ‘within the permissible “range of possible approval.”’ *Metrow v. Liberty Mutual Managed*  
26 *Care LLC*, 2018 WL 6265083, at \*2 (C.D. Cal. Jan. 9, 2018) (Bernal, J.) (quoting *Campbell*  
27 *v. First Inv’rs Corp.*, 2012 WL 5373423 at \*4 (S.D. Cal. Oct. 29, 2012)). Courts can  
28 presume the fairness and reasonableness of the Settlement if it is the result of “non-



1 improper driving, lack of proper maintenance, and other statutory and common law  
2 defenses – any or all of which, if litigated to conclusion, could substantially if not  
3 completely bar many or all Settlements Class Members’ claims and/or recoveries. Trial  
4 itself would present substantial risks, as VWGoA would likely present expert testimony  
5 that the braking systems function as designed and that any noise or vibration does not  
6 constitute a defect and/or was the result of improper use and maintenance.

7 “In most situations, unless the settlement is clearly inadequate, its acceptance and  
8 approval are preferable to lengthy and expensive litigation with uncertain results.” *Nat’l*  
9 *Rural Telecomms. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 526 (C.D. Cal. 2004).  
10 Accordingly, while Plaintiffs vigorously dispute VWGoA’s contentions on the merits, the  
11 risks of litigation weigh in favor of settlement.

12 **b. The Risk of Obtaining and Maintaining Class Certification**

13 The substantial risks of not obtaining class certification, or not maintaining it through  
14 trial and appeal, also supports preliminary approval. *See Rodriguez v. W. Publ’g Corp.*, 563  
15 F.3d 948, 966 (9th Cir. 2009). If this action is litigated, there are many potentially  
16 predominating individualized issues relating to each putative class member’s claim  
17 including the facts and circumstances of each putative class member’s purchase or lease  
18 transaction; what, if anything, each putative class member viewed, heard and/or relied upon  
19 prior to purchase or lease; individual vehicle-related facts including the maintenance, use,  
20 repair history, and physical and mechanical condition of each vehicle and particularly, its  
21 front brakes and brake components; whether individual putative class members ever  
22 experienced the alleged issues; individual braking habits and brake use; individual amounts  
23 of wear and tear on each particular vehicle’s front brakes; and the individual facts and  
24 circumstances of any putative class member’s interactions, if any, with Volkswagen dealers  
25 with respect to the breach of warranty claims. Conversely, in the context of a class  
26 settlement, these potential impediments do not preclude certification of a nationwide  
27 Settlement Class, since the Court is not faced with the significant manageability problems

1 of a trial. *See Amchem Prods., Inc.*, 521 U.S. at 620 (individual issues that may preclude  
2 class certification in litigation do not preclude class certification for settlement purposes,  
3 since manageability at trial is no longer a concern).

4 If the class were not certified, or was later decertified, Settlement Class Members  
5 would receive nothing. Yet the Proposed Settlement allows Plaintiffs and Settlement Class  
6 Members to avoid these risks in favor of immediate substantial benefits.

7 **c. *The Amount Offered in Settlement***

8 As demonstrated *supra*, the Proposed Settlement provides significant value to  
9 Settlement Class Members through two forms of relief, a generous warranty extension that,  
10 for the covered repair, triples or more the original NVLW period, and a generous  
11 reimbursement program for past paid covered repairs. The Warranty Extension provides  
12 real, tangible value to Settlement Class Members who may in the future experience a  
13 diagnosed covered noise or pulsation/vibration of their vehicles' front brakes, while the  
14 reimbursement component compensates those who, prior to the Notice Date, already  
15 incurred and paid such expenses. Given the substantial risks and delays of continued  
16 litigation, including the very real possibility that Settlement Class Members could recover  
17 nothing, a substantially reduced recovery, and/or a lack of class certification, this  
18 Settlement clearly presents a fair, reasonable, and adequate resolution that justifies  
19 preliminary approval.

20 **d. *Extent of Discovery Completed and Stage of Proceedings***

21 Although formal discovery has not yet been conducted, the Parties have engaged in  
22 substantial motion practice and Proposed Class Counsel have conducted significant  
23 independent investigation. Likewise, during the course of this action, the Parties have  
24 informally exchanged relevant information, and Plaintiffs' counsel have reviewed  
25 hundreds of NHTSA complaints, analyzed Technical Service Bulletins, consulted with  
26 experts regarding the brake system design, and investigated the experiences of numerous  
27

1 vehicle owners. The TAC reflects this extensive investigation, spanning 132 pages and  
2 containing detailed factual allegations regarding the subject vehicles and issues. The  
3 Settlement also provides for confirmatory discovery to be agreed by the Parties. SA § IX.K.

4 **e. Views of Class Counsel**

5 Proposed Class Counsel, who are experienced in consumer class action litigation,  
6 including many automotive class actions, strongly believe the Proposed Settlement  
7 represents a fair, reasonable, and adequate recovery for Settlement Class Members,  
8 especially given the significant risks of continuing the litigation. “Great weight is accorded  
9 to the recommendation of counsel, who are most closely acquainted with the facts of the  
10 underlying litigation.” *Nat’l Rural Telecomm. Coop. v. DirecTV, Inc.*, 221 F.R.D. 523, 528  
11 (C.D. Cal. 2004).

12 **f. Government Participation, Class Member Reactions, and**  
13 **Other Cases Affected**

14 This factor is neutral at this preliminary approval stage, prior to the dissemination of  
15 the Class Notice to the Settlement Class, and CAFA Notice to the U.S. and State Attorneys  
16 General. *See Hillman v. Lexicon Consulting, Inc.*, 2017 WL 10433869, at \*8 (C.D. Cal.  
17 Apr. 27, 2019). Moreover, Proposed Class Counsel are not aware of any other cases that  
18 will be affected by the Settlement. *See* Straus Decl. ¶ 23.

19 **3. The Proposed Settlement Treats Settlement Class Members**  
20 **Equitably.**

21 The Proposed Settlement provides potential benefits to all Settlement Class  
22 Members equitably based on the age and mileage of their vehicles at the time of repair. *See*  
23 Fed. R. Civ. P. 23(e)(2)(D). Every Settlement Class Member who is a current owner or  
24 lessee is eligible for the same Warranty Extension coverage, and all Settlement Class  
25 Members (both current and former owners and lessees) who qualify are eligible to receive  
26 a reimbursement for past paid covered repairs uniformly, based on objective criteria  
27 (vehicle age and mileage at the time of the covered repair). The Settlement does not provide

1 any preferential treatment to Class Representatives or any segment of the Class. The  
2 Proposed Settlement also fully complies with CAFA because it does not provide for  
3 coupons, does not result in a net loss to any class member, and does not treat class members  
4 inequitably. *See* 28 U.S.C. §§ 1712–14.

5 Class Counsel intends to apply for a service award for each of the Plaintiffs for their  
6 dedication to and time expended during this litigation and in furtherance of putative class  
7 members’ interests. Such service awards “are fairly typical in class action cases” and are  
8 intended to compensate class representatives for work done on behalf of the class, to make  
9 up for financial or reputational risk undertaken in bringing the action, and, sometimes, to  
10 recognize their willingness to act as a private attorney general.” *Rodriguez v. W. Publ’g*  
11 *Corp.*, 563 F.3d 948, 958-59 (9th Cir. 2009). These service awards are appropriate given  
12 the effort expended by the class representatives. *See, e.g., C.T. v. Cal. Dep’t of Soc. Servs.*,  
13 No. EDCV 18-1655, 2021 WL 3192228, at \*2 (C.D. Cal. Mar. 1, 2021) (Bernal, J.) (finding  
14 \$1,000 service award to be appropriate); *Thomas-Byass v. Michael Kors Stores (Cal.), Inc.*,  
15 No. EDCV 15-00369, 2016 WL 11506717, at \*13 (C.D. Cal. Sept. 19, 2016) (Bernal, J.)  
16 (reducing requested service award to \$7,500); *Rodriguez v. Farmers Ins. Co. of Ariz.*, No.  
17 CV 09-06786, 2014 WL 12544829, at \*7-8 (C.D. Cal. Mar. 13, 2014) (Bernal, J.) (finding  
18 \$2,500 service award to be appropriate). Plaintiffs were not promised that they would  
19 receive such an award for their participation in this litigation, and their agreement to serve  
20 as class representatives was not conditioned on receiving such an award or other benefit.  
21 Straus Decl. ¶ 18. If granted, such an award would be offered for the significant time the  
22 Class Representative expended in this litigation, including in working with Plaintiffs’  
23 Counsel prior to filing this action and reviewing the Proposed Settlement to ensure it  
24 provides meaningful relief for the Class; it would be separate from and not replace their  
25 recovery as Class Members, should they qualify. *See id.*

1           **B. The Court Should Certify the Settlement Class for Settlement Purposes.**

2           At the preliminary approval stage, a court may certify a class for settlement purposes  
3 only. *See In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 942 (9th Cir. 2015). The  
4 court must determine that the proposed settlement class satisfies the four requirements of  
5 Rule 23(a) and that the class may be maintained under Rule 23(b). *See Amchem Prods.,*  
6 *Inc. v. Windsor*, 521 U.S. 591, 613 (1997).

7                   **1. The Settlement Class meets the requirements of Rule 23(a).**

8                           **a. The Settlement Class is sufficiently numerous.**

9           The Settlement Class encompasses all present and former owners and lessees of the  
10 Settlement Class Vehicles identified by VIN throughout the United States and Puerto Rico.  
11 The precise number of Settlement Class Members is not known, but the Settlement Class  
12 encompasses approximately 412,273 vehicles across multiple model years (2021–2025) of  
13 two vehicle lines (Atlas and Atlas Cross Sport). Given that some of these vehicles may  
14 have had multiple owners, the proposed Settlement Class will be in excess of 420,000  
15 individuals. Joinder of all members would be impracticable.

16                           **b. There are common questions of law and fact.**

17           The commonality requirement is satisfied if “there are questions of law or fact  
18 common to the class.” Fed. R. Civ. P. 23(a)(2). “This does not, however, mean that every  
19 question of law or fact must be common to the class; all that Rule 23(a)(2) requires is a  
20 single significant question of law or fact.” *Abdullah v. U.S. Sec. Assocs., Inc.*, 731 F.3d  
21 952, 957 (9th Cir. 2013), *cert. denied*, 135 S.Ct. 53 (2014) (emphasis and internal quotation  
22 marks omitted); *see Mazza v. Am. Honda Motor Co.*, 666 F.3d 581, 589 (9th Cir. 2012)  
23 (characterizing commonality as a “limited burden,” stating that it “only requires a single  
24 significant question of law or fact”). Proof of commonality under Rule 23(a) is “less  
25 rigorous” than the related preponderance standard under Rule 23(b)(3). *See Mazza*, 666  
26 F.3d at 589.

1 Here, common questions of law and fact include whether there is a defect in  
2 Settlement Class Vehicles' front brakes that subject them to unwanted noise or  
3 vibration/pulsation, and whether VWGoA knew of the alleged defect, had a duty to disclose  
4 it, and failed to do so prior to sale. Commonality is also satisfied here because VWGoA is  
5 alleged to have engaged in the same conduct with respect to all of the Settlement Class  
6 Vehicles.

7 **c. *The named Plaintiffs' claims are typical of other Settlement***  
8 ***Class Members' claims.***

9 Rule 23(a)(3) requires that the Class Representatives' claims be typical of those of the  
10 Class. Typicality is satisfied if the claim of the named class representative arises "from the  
11 same course of conduct that gives rise to the claims of unnamed Class Members to bring  
12 individual actions." *Thomas v. Baca*, 231 F.R.D. 397, 401 (C.D. Cal. 2005); *Hanlon v.*  
13 *Chrysler Corp.*, 150 F.3d 1011, 1020 (9th Cir. 1998) (claims typical if "reasonably co-  
14 extensive with those of absent Class Members" although "they need not be substantially  
15 identical."). "The test of typicality is whether other members have the same or similar  
16 injury, whether the action is based on conduct which is not unique to the named plaintiffs,  
17 and whether other Class Members have been injured by the same course of conduct." *Ellis*  
18 *v. Costco Wholesale Corp.*, 657 F.3d 970, 984 (9th Cir. 2011) (internal quotation marks  
19 and citation omitted).

20 Here, the named Plaintiffs' claims are typical of the Settlement Class because they arise  
21 from the same alleged brake defect claimed to exist in all Settlement Class Vehicles. Each  
22 Plaintiff purchased or leased a Class Vehicle, claims to have experienced the alleged defect,  
23 and seeks relief based on the same legal theories as all other Settlement Class Members.

24 **d. *The Class Representatives and Class Counsel will fairly and***  
25 ***adequately protect the Class's interests.***

26 Rule 23(a)(4) permits certification of a class action only if "the representative parties  
27 will fairly and adequately protect the interests of the class," which requires (1) that the  
28 named Plaintiff not have conflicts of interest with the proposed Class; and (2) that the

1 named Plaintiff be represented by qualified and competent counsel. *See Amchem*, 521 U.S.  
2 at 625-26 (“The adequacy inquiry under Rule 23(a) . . . serves to uncover conflicts of  
3 interest between named parties and the class they seek to represent. A class representative  
4 must be part of the class and possess the same interest and suffer the same injury as the  
5 class members”).

6 Here, the named Plaintiffs and Proposed Class Counsel have adequately represented,  
7 and will continue to adequately represent, the interests of the Settlement Class. First, the  
8 named Plaintiffs/proposed Settlement Class Representatives do not have any conflicts of  
9 interest with the absent Settlement Class Members, as their claims are coextensive with  
10 those of the Settlement Class Members. *General Tel. Co. v. Falcon*, 457 U.S. 147, 157-58,  
11 fn. 13 (1982). They have read and understood the basic allegations of the operative  
12 Complaint and are willing to diligently prosecute this matter on behalf of the Class. The  
13 proposed Settlement Class Representatives have already diligently pursued this litigation  
14 through multiple rounds of motion practice and amendment. *Id.* Further, they were clearly  
15 advised of and understand their obligations as Class Representatives. Plaintiffs regularly  
16 communicated with Class Counsel regarding various issues pertaining to this case and will  
17 continue to do so until the Settlement is approved, and its administration completed.

18 Second, Proposed Class Counsel are qualified and experienced in conducting class  
19 action litigation, especially automotive and other consumer class actions. *See Straus Decl.*  
20 ¶¶ 21, 24-30.

21 **2. The Settlement Class meets the requirements of Rule 23(b)(3).**

22 In order to certify a settlement class, in addition to the requirements of Rule 23(a),  
23 at least one of the prongs of Rule 23(b) must be satisfied. Rule 23(b)(3) requires that  
24 common questions of law and fact predominate over individual ones, and that a class action  
25 is superior to other available methods to adjudicate the controversy.

1                   **a. Common issues of law and fact predominate.**

2           Predominance is ordinarily satisfied, for settlement purposes, when the claims arise  
3 out of the defendant’s common conduct. *Gold v. Lumber Liquidators, Inc.*, 323 F.R.D. 280,  
4 288 (N.D. Cal. 2017). Here, Plaintiffs’ claims are that Defendant marketed and distributed  
5 the Settlement Class Vehicles with an alleged undisclosed brake noise defect. The common  
6 questions predominate over any individualized issues.

7                   **b. A class action is the superior method for adjudicating and**  
8                   **settling the claims.**

9           The superiority requirement of Rule 23(b)(3) is similarly met because common  
10 questions comprise a substantial aspect of the case and can be resolved for all Class  
11 Members in a single adjudication—obviating the need for multiple trials in multiple  
12 venues. Certification of the Settlement Class under Rule 23 is “superior to other available  
13 methods for fairly and efficiently adjudicating the controversy.” Fed. R. Civ. P. 23(b)(3).  
14 The settlement affords substantial benefits to numerous putative Settlement Class Members  
15 who, absent a class settlement, may not have been aware of their legal rights or may not  
16 have had the desire or resources to pursue an individual suit involving the complex matters  
17 at issue. The Settlement also serves the interest of judicial economy by avoiding multiple  
18 similar lawsuits. Thus, resolving the Settlement Class Members’ claims in a single,  
19 consolidated settlement proceeding is far superior to individual adjudication of their  
20 claims. And, as this is a class settlement, the court need not address manageability issues  
21 that may otherwise exist in a contested class action. *Amchem Prods., Inc.*, 521 U.S. at 620.  
22 A class settlement is superior to other methods of litigation where, as here, class treatment  
23 will promote greater efficiency and no realistic alternative exists. *See Local Joint Exec. Bd.*  
24 *Of Culinary/Bartender Trust Fund v. Las Vegas Sands, Inc.*, 244 F.3d 1152, 1163 (9th Cir.  
25 2001); *Otsuka v. Polo Ralph Lauren Corp.*, 251 F.R.D. 439, 448 (N.D. Cal. 2008).

1           **C.     The Proposed Notice Plan Provides the Best Notice Practicable Under the**  
2           **Circumstances and Comports with Due Process.**

3           For a settlement class, the Court must “direct to class members the best notice that  
4           is practicable under the circumstances, including individual notice to all members who can  
5           be identified through reasonable effort.” Fed. R. Civ. P. 23(c)(2)(B). Notice should  
6           “generally describe[] the terms of the settlement in sufficient detail to alert those with  
7           adverse viewpoints to investigate and come forward and be heard.” *Churchill Village,*  
8           *L.L.C.*, 361 F.3d at 575.

9           Here, the proposed Notice Plan accomplishes this requirement through multiple  
10          channels. The Claim Administrator will mail individual Postcard Class Notices by first  
11          class mail to the current or last known addresses of all reasonably identifiable Settlement  
12          Class Members, identified through DMV records based on the VINs of Settlement Class  
13          Vehicles. SA § IV.B. Prior to mailing, the Claim Administrator will update addresses  
14          through the USPS National Change of Address database, and for returned notices, will  
15          perform skip traces and re-mail to any new addresses identified. SA § IV.B.3. The Claim  
16          Administrator will also e-mail a copy of the Postcard Class Notice to Settlement Class  
17          Members whose current or last known e-mail addresses are currently in VWGoA’s  
18          possession, to the extent that doing so would not be prohibited or restricted by agreement,  
19          customer/e-mail addressee request or restriction, and/or privacy or confidentiality laws,  
20          rules, or internal company policies. SA § IV.B.1.

21          In addition, the Claim Administrator will establish a Settlement Website containing  
22          a “longer form” Class Notice and detailed information about this Settlement and litigation,  
23          including: (1) a description of the Settlement Class; (2) a description of the claims  
24          asserted in the action; (3) Settlement Class Members’ rights and options with respect to  
25          the Settlement; (4) a VIN lookup tool that will allow individuals to check whether their  
26          vehicles are included in the Settlement; (5) instructions on how to file claim for  
27          reimbursement and an online form to directly submit claims; (6) the long form Class Notice

1 with further detailed information regarding the Settlement and the Settlement Class  
2 Members' rights, options, and relevant deadlines and procedures; (7) a description of the  
3 Settlement and release of claims; (8) the deadlines and procedures for objecting to, and  
4 requesting exclusion from, the Settlement; (9) the identity and contact information of  
5 counsel for the Settlement Class; (10) the Final Fairness Hearing date, time and location;  
6 (11) an explanation of eligibility for appearing at the Final Fairness Hearing; and (12) the  
7 email and toll-free number of the Claim Administrator that Settlement Class Members can  
8 use to obtain further information and address any questions they may have. The Class  
9 Notice provides Settlement Class Members with clear and accurate information as to the  
10 nature and principal terms of the Agreement to make an informed and intelligent  
11 decision whether to object to the Settlement SA § IV.B.6. This comprehensive Notice Plan  
12 provides for the best notice practicable under the circumstances and meets the requirements  
13 of Rule 23(c)(2)(B) and due process.

14 Further, as required by CAFA, the Claim Administrator will provide notice of the  
15 Settlement to the Attorney General of the United States and the Attorneys General of each  
16 state and Puerto Rico in which a known Settlement Class Member resides. SA § IV.A; see  
17 28 U.S.C. § 1715.

## 18 **VI. CONCLUSION**

19 For the reasons stated above, Plaintiffs respectfully request that this motion be  
20 granted and that the Court enter an Order:

- 21 1. Granting preliminary approval of the proposed Settlement;
- 22 2. Preliminarily certifying, for settlement purposes only and pursuant to the  
23 terms of the Settlement Agreement, the proposed Settlement Class;
- 24 3. approving the Parties' Notice Plan, including the form and content of the  
25 proposed Claim Form and Class Notices (annexed to the Agreement as Exhibits 1, 2 and-  
26 3) and directing implementation of the Notice Plan;

1 4. Authorizing the Parties to retain JND Legal Administration as the Settlement  
2 Claim Administrator;

3 5. Preliminarily appointing Milberg, PLLC as Settlement Class Counsel;

4 6. Preliminarily appointing the named Plaintiffs as Settlement Class  
5 Representatives; and

6 7. Scheduling relevant dates, including the date and time of the Final Fairness  
7 Hearing to be held not earlier than one hundred eighty days after Preliminary Approval is  
8 granted.

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1 Dated: May 11, 2026

Respectfully submitted,

2 /s/ Alex R. Straus

3 Alex R. Straus (SBN 321366)  
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27 *Attorneys for Plaintiff*  
28 *and the Proposed Settlement Class*

**CERTIFICATE OF SERVICE**

I, Alex R. Straus, hereby certify that on May 11, 2026, I caused a true and correct copy of the foregoing Plaintiffs’ Notice of Motion and Unopposed Motion for Preliminary Approval of Class Settlement to be served upon all counsel of record in this action.

/s/ Alex R. Straus  
Alex R. Straus

*Attorney for Plaintiffs  
and the Proposed Settlement Class*

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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

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

Plaintiffs,

vs.

VOLKSWAGEN GROUP OF AMERICA, INC.,

Defendant.

Case No.: 5:24-cv-02171-JGB-SHK  
Hon. Jesus G. Bernal

**DECLARATION OF ALEX R. STRAUS IN SUPPORT OF PLAINTIFFS’ MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

I, Alex R. Straus, declare under penalty of perjury, pursuant to 28 U.S.C. § 1746 and based on my own personal knowledge and, where indicated as based on information and belief, that the following statements are true:

1. I am a partner of the law firm Milberg PLLC (“Milberg”), a member in good standing of the bar of the State of California. I respectfully submit this declaration in support of Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement, as memorialized in the Settlement Agreement (“Settlement” or “Settlement Agreement”) entered into by the Parties to this Action and filed concurrently herewith.

2. The Settlement Agreement is attached hereto as **Exhibit A**.

3. Unless otherwise defined herein, capitalized words and phrases shall have the same meaning as in the Definitions section (Section I) of the Settlement Agreement, filed concurrently herewith.

4. The Settlement is the product of arm’s-length negotiations between experienced counsel. The Settlement provides Settlement Class Members with immediate,

1 certain, and meaningful relief that directly addresses the issues they have experienced, or  
2 might experience, relating to the alleged front brake defect. As explained herein, I believe  
3 the proposed Settlement to be fair, reasonable, and adequate, and in the best interests of the  
4 proposed Settlement Class.

5 **HISTORY OF THE LITIGATION**

6 5. Plaintiffs in this Action allege that certain model year 2021 through 2025  
7 Volkswagen Atlas and Atlas Cross Sport vehicles imported and distributed by Defendant  
8 Volkswagen Group of America, Inc. (“VWGoA” or “Defendant”) in the United States and  
9 Puerto Rico (“Settlement Class Vehicles”) are equipped with defective front brakes that  
10 may emit unwanted brake noise (squealing, squeaking, grinding, or scraping) and/or front  
11 brake vibration or pulsation when the brakes are applied during ordinary and intended use.

12 6. On October 11, 2024, Plaintiffs filed the initial Class Action Complaint in this  
13 Action against Defendant. (ECF No. 1.) The Complaint set forth claims under California  
14 consumer protection statutes and the laws of various other states, as well as claims for  
15 breach of warranty and related theories of recovery, all arising from the alleged front brake  
16 defect and Defendant’s alleged failure to disclose it prior to sale.

17 7. On February 27, 2025, Defendant filed a motion to dismiss the original  
18 Complaint. (ECF No. 16.) In lieu of opposing that motion, and pursuant to a Court-  
19 approved stipulation of the Parties, Plaintiffs filed their First Amended Complaint (“FAC”)  
20 on May 16, 2025. (ECF No. 25.)

21 8. On June 30, 2025, Defendant filed a motion to dismiss the FAC. (ECF No.  
22 29.) That motion was fully briefed (ECF Nos. 30, 31), and on September 10, 2025, the  
23 Court granted in part Defendant’s motion and dismissed the FAC with leave to amend to  
24 cure certain enumerated pleading deficiencies. (ECF No. 33.)

25 9. Informed by the Court’s prior order, Plaintiffs filed their Second Amended  
26 Complaint (“SAC”) on September 19, 2025. (ECF No. 35.)  
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1 10. The Parties began negotiating a class action settlement on or about October 1,  
2 2025.

3 11. On October 29, 2025, Defendant filed a motion to dismiss the SAC. (ECF No.  
4 38.)

5 12. On April 30, 2026, the Court granted Defendant's motion without prejudice  
6 and dismissed the SAC with leave to amend. (ECF No. 49.)

7 13. Plaintiffs filed their Third Amended Complaint ("TAC") on May 5, 2026.  
8 (ECF No. 50.)

9 14. The TAC is the current operative pleading and alleges that Defendant  
10 designed, manufactured, warranted, distributed, imported, marketed, advertised, sold, and  
11 leased the Settlement Class Vehicles which contain one or more defects manifesting as  
12 unwanted front brake noise and/or vibration or pulsation when the brakes are applied  
13 during ordinary and intended use.

14 15. Plaintiffs allege that Defendant knew or should have known that the  
15 Settlement Class Vehicles are defective, and that Defendant has long known about the front  
16 brake issues through pre-release testing data, warranty repair data, replacement part sales  
17 data, consumer complaints made directly to Defendant and to the National Highway Traffic  
18 Safety Administration ("NHTSA"), Technical Service Bulletins ("TSBs") issued to  
19 dealerships, and dealership service personnel's admissions, and that Defendant failed to  
20 disclose this information to consumers.

21 16. Settlement negotiations occurred only after extensive pre-suit investigation by  
22 Plaintiffs' Counsel, including a comprehensive review of NHTSA consumer complaints,  
23 TSBs, and other publicly available records concerning the Settlement Class Vehicles, as  
24 well as further investigation through retained automotive engineering experts. The Parties  
25 also exchanged information informally during the litigation, and Plaintiffs' Counsel  
26 undertook a thorough review and examination of the facts and the law relating to the  
27 matters in this Action.

1 17. Recognizing the risks, expense, and uncertainty of continued litigation, the  
2 Parties engaged in vigorous and extensive arm’s-length settlement negotiations through  
3 numerous telephonic and written exchanges over several months. Those negotiations were  
4 adversarial but conducted in good faith, with each side carefully evaluating the strengths  
5 and weaknesses of their respective positions.

6 18. The Parties agreed not to negotiate reasonable Class Counsel Fees and  
7 Expenses or Class Representative Service Awards until after reaching agreement on the  
8 relief to be provided to the Settlement Class, and have not done so to date. The Parties will  
9 attempt to reach agreement on such matters, and if they are unable to do so, Class Counsel  
10 will apply to the Court for an award of reasonable Class Counsel Fees and Expenses and  
11 Class Representative Service Awards, to which Defendant may respond as it deems  
12 appropriate. Any award of Class Counsel Fees and Expenses and Class Representative  
13 Service Awards will be paid by Defendant separate and apart from, and will not reduce,  
14 the relief provided to the Settlement Class.

15 19. After consideration of well-known national settlement administration  
16 companies, the Parties retained JND Legal Administration LLC (“JND”) to advise  
17 regarding the mechanics of the Settlement, the Notice Plan, and the administration of the  
18 Settlement. JND is a recognized leader in the field of class settlement claims  
19 administration, with substantial experience administering automotive class action  
20 settlements.

21 20. The Settlement and its exhibits, the Notice Plan, and each document  
22 comprising the Class Notice were refined to make them easy to read, understand, and fully  
23 informative for Settlement Class Members. JND will continue to provide meaningful input  
24 on the notice documents to ensure these materials are comprehensive and easy to read and  
25 understand by Settlement Class Members, and that they fully comply with due process, the  
26 Class Action Fairness Act of 2005 (“CAFA”), and the requirements of Rule 23.

1                   **THE FAIRNESS AND REASONABLENESS OF THE SETTLEMENT**

2           21.    The proposed Settlement was entered into by Plaintiffs with the benefit of the  
3 substantial experience of Class Counsel, as well as with all of the information necessary to  
4 properly evaluate the case and determine the terms and conditions of the proposed  
5 Settlement, and only after thoroughly negotiating the terms of the Settlement at arm’s  
6 length.

7           22.    Plaintiffs have been active class representatives. They investigated the matter  
8 prior to and after retaining their respective attorneys and were advised of and understood  
9 their obligations as proposed Settlement Class representatives. They have been consistently  
10 involved in this litigation, providing valuable insight and useful facts allowing Class  
11 Counsel to effectively litigate this Action. They have kept in contact with counsel to  
12 monitor the progress of the litigation, reviewed and communicated with their counsel  
13 regarding the Settlement Agreement and its exhibits, and will continue to do so until the  
14 Settlement is approved and its administration completed.

15           23.    Proposed Class Counsel are not aware of any other cases that will be affected  
16 by the Settlement.

17                   **MILBERG FIRM EXPERIENCE**

18           24.    At all times, Milberg had the experience and expertise to effectively litigate  
19 any and all issues related to this litigation.

20           25.    Milberg is an AV-rated international law firm with more than 100 attorneys  
21 and offices across the United States, the European Union, and South America. Milberg and  
22 its affiliates have, for over 50 years, represented victims of corporate wrongdoing in class  
23 actions and mass torts. The firm has recovered over \$50 billion for its clients across practice  
24 areas including consumer protection, antitrust, securities and financial fraud, automobile  
25 emissions and defect litigation, defective drugs and devices, environmental litigation, and  
26 cybersecurity and data privacy. Milberg currently holds more than 100 court-appointed  
27 full- and co-leadership positions in state and federal courts across the United States. The

1 firm's lawyers have been regularly recognized as leaders in the plaintiffs' bar by  
2 publications including the National Law Journal, Legal 500, Chambers USA, Time  
3 Magazine, and Super Lawyers. The firm's resume is attached hereto as **Exhibit B**.

4 26. I am a partner of Milberg, and I head the firm's California office. I have served  
5 as lead or co-lead counsel in numerous complex consumer class actions and mass torts,  
6 including automotive defect, consumer protection, environmental, and civil rights litigation  
7 in courts throughout the United States. I have authored briefs filed in the Supreme Court  
8 of the United States and have presented oral argument before the United States Court of  
9 Appeals for the Ninth Circuit. I served on the Plaintiffs' Steering Committee in the 2025  
10 Los Angeles Wildfire Litigation and serve as plaintiffs' counsel in the Huntington Beach  
11 Oil Spill litigation. I have worked on this matter and supervised its prosecution from  
12 inception.

13 27. I have been assisted in the prosecution of this Action by my Milberg  
14 colleagues Leland H. Belew, a partner in Milberg's Chicago office, and Mitchell M. Breit,  
15 a partner in Milberg's New York office. Mr. Belew and Mr. Breit each have substantial  
16 experience prosecuting consumer class actions, including automotive defect class actions,  
17 on behalf of consumers nationwide.

18 28. Milberg has been appointed lead counsel, co-lead counsel, or to court-  
19 appointed leadership committees in numerous complex consumer class actions and  
20 multidistrict litigation proceedings. Many of these matters are set forth in Milberg's firm  
21 resume attached hereto as **Exhibit B**. The following are some examples of class actions  
22 and multidistrict litigation in which Milberg has served, or is currently serving, in court-  
23 appointed leadership roles:

- 24 • *In re: Google Play Consumer Antitrust Litigation;*
- 25 • *In re: Johnson & Johnson Talcum Powder Products Marketing, Sales*  
26 *Practices and Products Liability Litigation;*

- 1 • *In re: Elmiron (Pentosan Polysulfate Sodium) Products Liability Litigation;*
- 2 • *In re: Blackbaud, Inc. Customer Data Breach Litigation;*
- 3 • *In re: Paragard IUD Products Liability Litigation;*
- 4 • *In re: Seresto Flea & Tick Collar, Marketing, Sales Practices and Products*
- 5 *Liability Litigation;*
- 6 • *In re: All-Clad Metalcrafters, LLC, Cookware Marketing and Sales Practices*
- 7 *Litigation;*
- 8 • *In re: Allergan Biocell Textured Breast Implant Products Liability Litigation;*
- 9 • *In re: Recalled Abbott Infant Formula Products Liability Litigation;*
- 10 • *Webb v. Injured Workers Pharmacy, LLC; and*
- 11 • *Home Depot, U.S.A., Inc. v. Jackson.*

12 29. Milberg and its affiliates have achieved numerous notable recoveries on  
13 behalf of clients, including a \$4 billion settlement in *In re: Prudential Insurance Co. Sales*  
14 *Practice Litigation*; a \$3.2 billion settlement in *In re: Tyco International Ltd. Securities*  
15 *Litigation*; a \$1.14 billion settlement in *In re: Nortel Networks Corp. Securities Litigation*;  
16 a \$1 billion-plus trial verdict in *Vivendi Universal, S.A. Securities Litigation*; a \$1 billion  
17 settlement in *NASDAQ Market-Makers Antitrust Litigation*; a \$1 billion settlement in *W.R.*  
18 *Grace & Co.*; a \$1 billion-plus settlement in *Merck & Co., Inc. Securities Litigation*; a \$775  
19 million settlement in *Washington Public Power Supply System Securities Litigation*; and a  
20 \$586 million settlement in *In re: Initial Public Offering Securities Litigation*.

21 30. Milberg has decades of experience in the prosecution of class actions and, in  
22 particular, class actions on behalf of consumers, and can more than adequately represent  
23 the Settlement Class.

24 31. Based on my experience and my knowledge regarding the factual and legal  
25 issues in this matter, and given the substantial benefits provided by the Settlement, it is my  
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1 opinion that the proposed Settlement in this matter is fair, reasonable, and adequate, and is  
2 in the best interests of the Settlement Class Members.

3 I declare under penalty of perjury pursuant to the laws of the United States of  
4 America that the foregoing is true and correct.

5 Executed this 11th day of May 2026, in Beverly Hills, California.

6 /s/ Alex R. Straus

7 Alex R. Straus (SBN 321366)

8 **MILBERG COLEMAN BRYSON**

9 **PHILLIPS GROSSMAN, PLLC**

10 280 S. Beverly Drive, PH Suite

11 Beverly Hills, California 90212

12 Tel: 866-252-0878

13 Fax: 865-522-0049

14 astraus@milberg.com

15 *Attorney for Plaintiff and the Proposed Settlement Class*

## **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 (parts<sup>1</sup> and/or labor) of a

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<sup>1</sup> 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:

	<b><i>Vehicle Age and Mileage from In-Service Date (whichever occurred first) at time of the Past Paid (and Unreimbursed) Repair</i></b>	<b><i>Percentage of Reimbursement of the Past Paid (and Unreimbursed) Repair Expense</i></b>
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:  
*Robert Wright*  
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**

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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:  
  
\_\_\_\_\_  
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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*  
\_\_\_\_\_  
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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

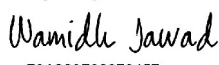
Dated: \_\_\_\_\_

\_\_\_\_\_  
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

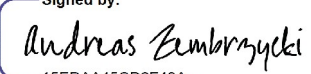
Dated: \_\_\_\_\_

\_\_\_\_\_  
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](http://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](http://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](http://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](http://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](http://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](http://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](http://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](http://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](mailto: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](http://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](http://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](http://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](http://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.

<b>UNIQUE ID:</b>	<<Unique_ID>>
<b>PIN:</b>	<<PIN>>
<b>VIN:</b>	<<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](http://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](http://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](http://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

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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](http://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](http://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](http://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

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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](http://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](http://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](http://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](http://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](http://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](http://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](http://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>_____</p> <p>MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN PLLC 280 S. BEVERLY DRIVE BEVERLY HILLS, CA 90212</p>	<p>MICHAEL B. GALLUB, ESQ. SHOOK, HARDY &amp; BACON LLP 1 ROCKEFELLER PLAZA SUITE 2801 NEW YORK, NY 10020</p>

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](http://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](http://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](http://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](http://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](http://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](mailto: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  
27

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  
27

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;

<b>Event</b>	<b>Deadline Pursuant to Settlement Agreement</b>
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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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.	_____ [150-days after issuance of Preliminary Approval Order; 50-days after the Notice Date]
Responses of Any Party to any Objections and/or Requests for Exclusion	_____ [165-days after issuance of Preliminary Approval Order; 65-days after the Notice Date]
Any submissions by Defendant concerning Final Approval of Settlement	_____ [165-days after issuance of Preliminary Approval Order; 65-days after the Notice Date]
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	_____ [180-days after issuance of Preliminary Approval Order; 30-days after Plaintiffs’ filing of Final Approval Motion]

1 IT IS SO ORDERED.

2 Dated: \_\_\_\_\_  
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Hon. Jesus G. Bernal  
United States District Judge

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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.*



**MILBERG.**

**FIRM RESUME**



Milberg PLLC (“Milberg”) is an AV-rated international law firm with more than 100 attorneys and offices across the United States, the European Union, and South America.

Milberg prides itself on providing thoughtful and knowledgeable legal services to clients worldwide across multiple practice areas. The firm represents plaintiffs in the areas of antitrust, securities, financial fraud, consumer protection, automobile emissions claims, defective drugs and devices, environmental litigation, financial and insurance litigation, and cyber law and security.

For over 50 years, Milberg and its affiliates have been protecting victims’ rights. We have recovered over \$50 billion for our clients. Our attorneys possess a renowned depth of legal expertise, employ the highest ethical and legal standards, and pride ourselves on providing stellar service to our clients. We have repeatedly been recognized as leaders in the plaintiffs’ bar and appointed to numerous leadership roles in prominent national mass torts and class actions.

*Milberg challenges corporate wrongdoing through class action, mass tort, consumer and shareholder right services, both domestically and globally.*

In the United States, Milberg currently holds more than 100 court-appointed full- and co-leadership positions in state and federal courts across the country. Our firm has offices in California, Florida, Georgia, Illinois, New Jersey, New York, Tennessee, Washington, Washington D.C., and Puerto Rico. Milberg’s commitment to its clients reaches beyond the United States, litigating antitrust, securities, and consumer fraud actions in Europe and South America, with offices located in the United Kingdom, and the Netherlands.

Milberg prides itself on providing excellent service worldwide.

The firm’s lawyers have been regularly recognized as leaders in the plaintiffs’ bar by the National Law Journal, Legal 500, Chambers USA, Time Magazine, Lawdragon, and Super Lawyers, among others.

*“A powerhouse that compelled miscreant and recalcitrant businesses to pay billions of dollars to aggrieved shareholders and customers.”*  
- THE NEW YORK TIMES

# PRACTICE AREAS

## SECURITIES FRAUD

Milberg pioneered the use of class action lawsuits to litigate claims involving investment products, securities, and the banking industry. Fifty years ago, the firm set the standard for case theories, organization, discovery, methods of settlement, and amounts recovered for clients. Milberg remains among the most influential securities litigators in the United States and internationally.

Milberg and its attorneys were appointed Lead Counsel and Co-Lead Counsel in hundreds of federal, state, and multidistrict litigation cases throughout its history.

## ANTITRUST & COMPETITION LAW

For over fifty years, Milberg's Antitrust Practice Group has prosecuted complex antitrust class actions against defendants in the healthcare, technology, agriculture, and manufacturing industries engaged in price-fixing, monopolization and other violations of antitrust law and trade restraints.

## FINANCIAL LITIGATION

For over fifty years, Milberg's Antitrust Practice Group has prosecuted complex antitrust class actions against defendants in the healthcare, technology, agriculture, and manufacturing industries engaged in price-fixing, monopolization and other violations of antitrust law and trade restraints.

## CONSUMER PROTECTION

Milberg's Consumer Protection Practice Group focuses on improving product safety and protecting those who have fallen victim to deceptive marketing and advertising of goods and services and/or purchased defective products. Milberg attorneys have served as Lead Counsel and Co-Lead Counsel in hundreds of federal, state, and multidistrict litigation cases alleging the sale of defective products, improper marketing of products, and violations of consumer protection statutes.

## DANGEROUS DRUGS & DEVICES

Milberg is a nationally renowned firm in mass torts, fighting some of the largest, wealthiest, and most influential pharmaceutical and device companies and corporate entities in the world. Our experienced team of attorneys has led or co-led numerous multidistrict litigations of defective drugs and medical devices.

## EMPLOYMENT & CIVIL RIGHTS

Milberg's Employment & Civil Rights attorneys focus on class actions and individual cases nationwide arising from discriminatory banking and housing practices, unpaid wages and sales commissions, improperly managed retirement benefits, workplace discrimination, and wrongful termination.

## ENVIRONMENTAL LITIGATION & TOXIC TORTS

Milberg's Environmental Litigation & Toxic Torts Practice Group focuses on representing clients in mass torts, class actions, multi-district litigation, regulatory enforcement, citizen suits, and other complex environmental and toxic tort matters. Milberg and its attorneys have held leadership roles in all facets of litigation in coordinated proceedings, with a particular focus on developing the building blocks to establish general causation, which is often the most difficult obstacle in an environmental or toxic tort case.

## STATE & LOCAL GOVERNMENTS

Milberg attorneys are dedicated to defending the Constitutional and statutory rights of individuals and businesses that are subjected to unlawful government exactions and fees by state and local governments or bodies.

## CYBERSECURITY & DATA PRIVACY

Milberg is a leader in the fields of cyber security, data breach litigation, and biometric data collection, litigating on behalf of clients – both large and small – to change data security practices so that large corporations respect and safeguard consumers' personal data.

## APPELLATE

Consisting of experienced appellate advocates and former law clerks who understand how best to present compelling arguments to judges on appeal and secure justice for our clients beyond the trial courts, Milberg's Appellate Practice Group boasts an impressive record of success on appeal in both state and federal courts.

## LEADERSHIP ROLES

In re: Google Play Consumer Antitrust Litigation  
In re: Elmiron (Pentosan Polysulfate Sodium) Products Liability Litigation  
In re: Johnson & Johnson Talcum Powder Products Marketing, Sales Practices & Products Liability Litigation  
In re: Blackbaud Inc., Customer Data Breach Litigation  
In re: Paragard IUD Products Liability Litigation  
In re: Seresto Flea & Tick Collar, Marketing Sales Practices & Product Liability Litigation  
In re: All-Clad Metalcrafters, LLC, Cookware Marketing and Sales Practices Litigation  
In re: Allergan Biocell Textured Breast Implant Products Liability Litigation  
In re: Zicam Cold Remedy Marketing, Sales Practices and Products Liability Litigation  
In re: Guidant Corp. Implantable Defibrillators Product Liability Litigation  
In re: Ortho Evra Products Liability Litigation  
In re: Yasmin and YAZ (Drospirenone) Marketing, Sales Practices and Products Liability Litigation  
In re: Kugel Mesh Hernia Patch Products Liability Litigation  
In re: Medtronic, Inc. Sprint Fidelis Leads Products Liability Litigation  
In re: Stand 'N Seal Products Liability Litigation  
In re: Chantix (Varenicline) Products Liability Litigation  
In re: Fosamax (alendronate Sodium) Products Liability Litigation  
In re: Benicar (Olmesartan) Products Liability Litigation  
In re: Onglyza (Saxagliptin) & Kombiglyze Xr (Saxagliptin & Metformin) Products Liability Litigation  
In re: Risperdal and Invega Product Liability Cases  
In re: Mirena IUS Levonorgestrel-Related Products Liability Litigation  
In re: Incretin-based Therapies Product Liability Litigation  
In re: Reglan/Metoclopramide  
In re: Levaquin Products Liability Litigation  
In re: Zimmer Nexgen Knee Implant Products Liability Litigation  
In re: Fresenius Granuflo/Naturalyte Dialysate Products Liability Litigation  
In re: Propecia (Finasteride) Products Liability Litigation  
In re: Transvaginal Mesh (In Re C. R. Bard, Inc., Pelvic Repair System Products Liability Litigation; In Re Ethicon, Inc., Pelvic Repair System Products Liability Litigation; In Re Boston Scientific, Inc., Pelvic Repair System Products Liability; In Re American Medical Systems, Pelvic Repair System Products Liability, and others)  
In re: Fluoroquinolone Product Liability Litigation  
In re: Depuy Orthopaedics, Inc., Pinnacle Hip Implant Products Liability Litigation  
In re: Recalled Abbott Infant Formula Products Liability Litigation  
Home Depot, U.S.A., Inc. v. Jackson  
Webb v. Injured Workers Pharmacy, LLC

## NOTABLE RECOVERIES

### **\$4 Billion Settlement**

In re: Prudential Insurance Co. Sales Practice Litigation

### **\$3.2 Billion Settlement**

In re: Tyco International Ltd., Securities Litigation

### **\$1.14 Billion Settlement**

In Re: Nortel Networks Corp. Securities Litigation

### **\$1 Billion-plus Trial Verdict**

Vivendi Universal, S.A. Securities Litigation

### **\$1 Billion Settlement**

NASDAQ Market-Makers Antitrust Litigation

### **\$1 Billion Settlement**

W.R. Grace & Co.

### **\$1 Billion-plus Settlement**

Merck & Co., Inc. Securities Litigation

### **\$775 Million Settlement**

Washington Public Power Supply System Securities Litigation

### **\$586 Million Settlement**

In re: Initial Public Offering Securities Litigation

## LOCATIONS

### PUERTO RICO

1311 Avenida Juan Ponce de León  
San Juan, Puerto Rico 00907

### CALIFORNIA

280 South Beverly Drive, Penthouse  
Beverly Hills, California 90212

### FLORIDA

333 SE 2<sup>nd</sup> Avenue, Suite 2000  
Miami, Florida 33131

### ILLINOIS

227 W. Monroe Street, Suite 2100  
Chicago, Illinois 60606

### NEW JERSEY

1 Bridge Plaza North, Suite 675  
Fort Lee, New Jersey 07024

### NEW YORK

100 Garden City Plaza, Suite 408  
Garden City, New York 11530

### TENNESSEE

800 S. Gay Street, Suite 1100  
Knoxville, Tennessee 37929

### WASHINGTON

1420 Fifth Ave, Suite 2200  
Seattle, Washington 98101

17410 133rd Avenue, Suite 301  
Woodinville, Washington 98072

### WASHINGTON, D.C.

5335 Wisconsin Avenue NW, Suite 440  
Washington, D.C. 20015

### NETHERLANDS

### UNITED KINGDOM



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;

<b>Event</b>	<b>Deadline Pursuant to Settlement Agreement</b>
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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Hon. Jesus G. Bernal  
United States District Judge

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