

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

JULIE KIMBALL, individually and on behalf of
all others similarly situated,

Plaintiffs,

v.

VOLKSWAGEN GROUP OF AMERICA, INC.,

Defendant.

Civil Action No. 2:22-cv-04163- JKS-MAH

**NOTICE OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION SETTLEMENT**

PLEASE TAKE NOTICE THAT on December 4th, 2025 at 11:00 a.m. or as soon thereafter as counsel may be heard, Plaintiff Julie Kimball (the “Plaintiff” or “Named Plaintiff” or “Class Representative”) will move before the Honorable Michael Hammer, U.S.M.J., of the United States District Court for the District of New Jersey, Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Newark, New Jersey 07102, for an Order:

- 1) granting final approval of the proposed class action Settlement;
- 2) certifying, for settlement purposes, and pursuant to the terms of the Settlement Agreement, the proposed Settlement Class;
- 3) granting an award of attorneys’ fees and reimbursement of expenses to Class Counsel, Kantrowitz, Goldhamer & Graifman, P.C. and Thomas P. Sobran, P.C.;
- 4) approving a service award to the Class representative; and
- 5) for such other and further relief as to the Court appears just and proper.

In support thereof, Plaintiff has contemporaneously filed a supporting memorandum and Declaration of Class Counsel with accompanying exhibits. Defendant Volkswagen Group of America, Inc. does not oppose Plaintiff's requested relief set out in the memorandum.

Dated: November 4th, 2025

Respectfully submitted,

**KANTROWITZ, GOLDHAMER &
GRAIFMAN, P.C.**

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CERTIFICATE OF SERVICE

I hereby certify that on the 4th day of November, 2025, a true and correct copy of the foregoing document was electronically filed with the Clerk of the Court, is available for viewing and downloading from the ECF system, and will be served by operation of the Court's electronic filing system (CM/ECF) upon all counsel of record.

s/ Gary S. Graifman
Gary S. Graifman, Esq.

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VOLKSWAGEN GROUP OF AMERICA, INC.,

Defendant.

Civil Action No. 2:22-cv-04163-MAH

**MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

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I. INTRODUCTION

Plaintiff Julie Kimball (“Plaintiff” or “Class Representative”), on behalf of herself and all others similarly situated, by and through her counsel, respectfully move the Court for an order: (i) granting final approval of the Settlement set forth in the Settlement Agreement¹; (ii) certifying a Settlement Class for settlement purposes only; (iii) granting final appointment of the Plaintiff as Settlement Class Representative and the law firms of Kantrowitz, Goldhamer & Graifman, P.C. (“KGG”) and Thomas P. Sobran, P.C. (“Sobran P.C.”), as Settlement Class Counsel; (iv) confirming the appointment of JND Legal Administration (“JND”) as the Claims Administrator (“Claims Administrator”) and (v) entering a final judgment dismissing the Action with prejudice.

On May 30, 2025², this Court granted Plaintiff’s Unopposed Motion for Preliminary Approval of Class Action Settlement and entered its Preliminary Approval Order:

(i) preliminarily approving the Settlement Agreement and all of its Settlement terms as fair, reasonable and adequate under Rule 23, subject to further consideration at the Final Fairness Hearing;

(ii) preliminarily certifying the following class for settlement purposes:

All persons and entities who purchased or leased in the United States of America or Puerto Rico, Settlement Vehicles which are certain of the following model year Volkswagen and Audi brand vehicles which were distributed by Volkswagen Group of America, Inc. for sale or lease in the United States and Puerto Rico, and specifically identified by Vehicle Identification Number (“VIN”) or VIN lists that are attached as Exhibits 4A-C to the Settlement Agreement: 2008-2014 and 2015-2021 VW GTI and Golf R vehicles, 2012-2013 VW Beetle vehicles, 2009 VW Jetta Sportwagen vehicles, 2008-2013 and 2019-2024 VW Jetta Sedan and GLI vehicles, 2009-2016 VW Eos vehicles, 2008-2010 VW Passat vehicles, 2009-2017 VW CC vehicles, 2009-2018 VW Tiguan vehicles, 2015-2018 VW Golf Sportwagen and Alltrack vehicles, 2019-2021 VW Arteon vehicles, 2018-2023 VW Atlas vehicles, 2020-2023 VW Atlas Cross Sport vehicles, 2008-2009 and

¹ Settlement Agreement at ECF # 100-3 and as Exhibit 1 to the Joint Declaration of Gary S. Graifman and Thomas P. Sobran in Support of Final Approval of Class Action Settlement (“Jt. Decl.”) filed contemporaneously with this brief.

² ECF # 106.

2015-2020 Audi A3 vehicles, 2015-2024 Audi Q3, 2009-2014 Audi A4 vehicles, 2010-2014 Audi A5 vehicles, 2013-2015 Audi A6 vehicles, 2011-2014 Audi Q5 vehicles, and 2011-2012 and 2016-2023 Audi TT vehicles (hereinafter “Settlement Class”). The aforesaid Settlement Class Vehicles are categorized as follows:

(1) “Generation 1 Settlement Class Vehicles” means certain of the following Settlement Class Vehicles equipped with Generation 1 EA888 Engines: certain model year 2008-2014 VW GTI and Golf R vehicles, 2012-2013 VW Beetle vehicles, 2009 VW Jetta Sportwagen vehicles, 2008-2013 VW Jetta Sedan and GLI vehicles, 2009-2016 VW Eos vehicles, 2008-2010 VW Passat vehicles, 2009-2017 VW CC vehicles, 2009-2018 VW Tiguan vehicles, 2008-2009 Audi A3 vehicles, and 2015-2018 Audi Q3 vehicles, which were distributed by VWGoA in the United States and Puerto Rico and specifically identified by Vehicle Identification Number on a VIN list that is attached as Exhibit 5A to this Agreement.

(2) “Generation 2 Settlement Class Vehicles” means certain of the following Settlement Class Vehicles equipped with Generation 2 EA888 Engines: certain model year 2009-2014 Audi A4 vehicles, 2010-2014 Audi A5 vehicles, 2013-2015 Audi A6 vehicles, 2011-2014 Audi Q5 vehicles, and 2011-2012 Audi TT vehicles, which were distributed by VWGoA in the United States and Puerto Rico and specifically identified by Vehicle Identification Number on a VIN list that is attached as Exhibit 5B to this Agreement.

(3) “Generation 3 Settlement Class Vehicles” means certain of the following Settlement Class Vehicles equipped with Generation 3 EA888 Engines: certain model year 2015-2018 VW Golf vehicles, 2015-2021 VW GTI vehicles, 2015-2019 VW Golf R vehicles, 2015-2019 VW Golf Sportwagen and Alltrack vehicles, 2019-2024 VW Jetta GLI vehicles, 2019-2021 VW Arteon vehicles, 2018-2023 VW Atlas vehicles, 2020-2023 VW Atlas Cross Sport vehicles, 2015-2020 Audi A3, 2019-2024 Audi Q3 vehicles, and 2016-2023 Audi TT vehicles, which were distributed by VWGoA in the United States and Puerto Rico and specifically identified by Vehicle Identification Number on a VIN list that is attached as Exhibit 5C to this Agreement.³

³ 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 the Settlement 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. Preliminary Approval Order (ECF #106 at ¶ 3).

(iii) preliminarily appointing KGG and Sobran, P.C., collectively, as Settlement Class Counsel for the Settlement Class (“Settlement Class Counsel”);

(iv) preliminarily appointing JND Legal Administration as the Claim Administrator;

(v) preliminary finding, for settlement purposes only, that the Rule 23 criteria for certification of the Settlement Class exist; and,

(vi) preliminarily finding that certification of the Settlement Class is appropriate when balanced against the risks and delays of further litigation, and that the Settlement Agreement is fair, reasonable and adequate, and was reached as a result of arm’s length negotiations. Preliminary Approval Order (ECF # 106 at ¶¶ 2-9).

Nothing has changed since the Preliminary Approval Order was entered that would warrant a denial of the proposed final approval. In fact, Class Members have embraced the Settlement since, of the over 3.9 million Settlement Class Members, there were only 265 purported requests for exclusion (0.0067% of the Settlement Class), and a mere 16 purported objections to the Settlement which have not yet been evaluated for timeliness and validity.⁴ In addition, numerous claims for reimbursement were submitted since the Class Notice was issued, both online and through regular mail. As discussed *infra*, this shows unequivocally that the Settlement Class favors this Settlement.

Plaintiff now moves for final approval of the Settlement so that the substantial benefits to the Settlement Class can be delivered without delay.⁵

⁴ The deadline for timely objections and requests for exclusion was October 15, 2025. Plaintiff will file a supplemental brief addressing these objections and opt-out requests by November 19, 2025, as will Defendant, per the schedule set forth in the Preliminary Approval Order (ECF # 106).

⁵ Plaintiff has also separately moved for approval of an award of attorneys’ fees, reimbursement of expenses, and payment of a service award to Plaintiff. *See* Notice of Motion for Award of Attorneys’ Fees and Expenses and Class Representative Service Award, ECF # 107.

As set forth below, and as this Court found in its Preliminary Approval Order, the Settlement is fair, reasonable, and adequate, and clearly satisfies all of the elements for final approval.

II. FACTUAL BACKGROUND

A. The Alleged Turbocharger Defect in Settlement Class Vehicles

Plaintiff alleges that defendant Volkswagen Group of America, Inc. (“VWGoA” or “Defendant”) knew or should have known that turbochargers installed in the Settlement Class Vehicles were defective and could prematurely fail or malfunction. *See, e.g.*, Third Amended Complaint (“TAC”) (ECF # 85) at ¶¶ 2, 8, 11-19, 53-65. Plaintiff claims that the allegedly defective turbochargers create the potential for substantial expense for Settlement Class Members, and that VWGoA did not disclose this information to Plaintiff and the Settlement Class. *Id.* at ¶¶ 2, 14-15, 33, 48, n.2.

The TAC alleges Settlement Class Vehicle engine turbochargers were subject to potentially premature failure because of exhaust gas pulsations and vibrations within the turbocharger housing, wastegate linkage geometry and absence of adequate bushings, utilization of inadequate wastegate linkage fabrication materials including but not limited to dimensional construction and heat treatment (“turbocharger defect”). *See* TAC at ¶ 15.

Defendant denies these allegations and maintains that the Settlement Class Vehicle turbochargers are not defective, that the turbochargers and their components function safely and properly, and that they were properly designed, tested, manufactured, distributed, marketed, advertised, warranted and sold. Defendant further maintains that no applicable warranties were breached nor were any applicable statutes, regulations, or common law duties violated.

B. The Action

Plaintiff commenced this putative class action on June 21, 2022 asserting various

individual and putative class claims on behalf of herself and a nationwide class and a California state subclass. ECF # 1. On September 15, 2022, Defendant VWGoA filed a Motion to Dismiss the Complaint (ECF # 20), which, after full briefing, was granted by the Court on March 2, 2023 with leave for Plaintiff to replead the claims in an amended complaint. ECF # 29.

On March 31, 2023, Plaintiff filed an Amended Class Action Complaint alleging substantially similar facts and individual and class claims sounding in fraud, breach of express warranties, negligent misrepresentation, and violations of certain California consumer protection statutes. *See* ECF # 30.

On May 15, 2023, VWGoA filed a Motion to Dismiss the Amended Class Action Complaint (ECF # 33), which, on August 28, 2023, the Court granted in part and denied in part, with leave to replead. *See* ECF # 45.

On October 6, 2023, Plaintiff filed her Second Amended Complaint (“SAC”) asserting essentially the same causes of action. ECF # 51. On December 11, 2023, VWGoA filed a motion to dismiss the SAC (ECF # 60), which the Court granted in part and denied in part on September 3, 2024, again with leave to replead. ECF # 78. On November 14, 2024, Plaintiff filed her Third Amended Complaint (“TAC”) which is now the operative pleading. *See* ECF # 85.

C. Investigation of Claims

Prior to filing the initial complaint, Plaintiff’s counsel conducted a thorough investigation into the instant claims and allegations. *Jt. Decl.* ¶ 9. Likewise, during the course of this Action, the Parties exchanged Initial Disclosures and other information that enabled them to properly assess the strengths and weaknesses of their respective positions, claims and defenses, and to negotiate an excellent class settlement that is fair, reasonable and adequate and fully compliant with Rule 23 while balancing all of those factors, as discussed more fully below. *Id.* VWGoA also produced confirmatory discovery. As this Court held in granting preliminary approval of the

settlement, “[t]he proceedings that occurred before the Parties entered into the Settlement Agreement afforded counsel the opportunity to adequately assess the claims and defenses in the Action, the positions, strengths, weaknesses, risks and benefits to each Party, and as such, to negotiate a Settlement Agreement that is fair, reasonable and adequate and reflects those considerations.” ECF # 106 at ¶8.

D. Settlement Discussions

The Settlement is the product of vigorous arm’s-length negotiations over a substantial period of time. Counsel for the Parties held multiple negotiation sessions, which involved numerous communications via telephone, email and videoconference over the course of months. These negotiations allowed counsel on both sides to acquire adequate knowledge of the facts, issues, and the strengths or weaknesses of their respective positions. The Parties reached agreement on the basic terms of the class settlement and executed at Term Sheet in August, 2024. Thereafter, the Parties negotiated the specific terms of a formal Settlement Agreement over several months. The Settlement Agreement was executed on January 6, 2025.⁶ *Id.* ¶ 12.

III. SUMMARY OF THE SETTLEMENT

A. The Proposed Settlement Class

The Settlement Class consists of current and former U.S. owners and lessees of Settlement Class Vehicles defined in §I(X) of the Settlement Agreement as: Certain specific Volkswagen and Audi brand vehicles, distributed by VWGoA in the United States and Puerto Rico, which are

⁶ Only after the terms of the Settlement were finalized did the Parties begin negotiations for attorneys’ fees and expenses and the Class Representative Service Award. Plaintiff’s Motion for an Award of Attorneys’ Fees, Reimbursement of Expenses, and Plaintiff’s Service Award, filed on September 30, 2025, describes, among other things, the vigorous, arms’-length negotiations the Parties engaged in with the help of JAMS mediator Bradley Winters to arrive at that separate agreement. ECF #s 107-08; Jt. Decl. ¶¶ 12-13

equipped with Generation 1, Generation 2, or Generation 3 EA888 engines and specifically identified by Vehicle Identification Number on VIN lists that are attached to the Settlement Agreement:

- (i) Generation 1 Settlement Class Vehicles means certain of the following Settlement Class Vehicles equipped with Generation 1 EA888 engines: certain model year 2008-2014 VW GTI and Golf R vehicles, 2012-2013 VW Beetle vehicles, 2009 VW Jetta Sportwagen vehicles, 2008-2013 VW Jetta Sedan and GLI vehicles, 2009-2016 VW Eos vehicles, 2008-2010 VW Passat vehicles, 2009-2017 VW CC vehicles, 2009-2018 VW Tiguan vehicles, 2008-2009 Audi A3 11 vehicles, and 2015-2018 Audi Q3 vehicles, which are specifically identified by Vehicle Identification Number on a VIN list that is attached as Exhibit 4A to the Settlement Agreement.
- (ii) Generation 2 Settlement Class Vehicles means certain of the following Settlement Class Vehicles equipped with Generation 2 EA888 engines: 2009-2014 Audi A4 vehicles, 2010-2014 Audi A5 vehicles, 2013-2015 Audi A6 vehicles, 2011-2014 Audi Q5 vehicles, and 2011-2012 Audi TT vehicles, which are specifically identified by Vehicle Identification Number on a VIN list that is attached as Exhibit 4B to the Settlement Agreement.
- (iii) Generation 3 Settlement Class Vehicles means certain of the following Settlement Class Vehicles equipped with Generation 3 EA888 engines: 2015-2018 VW Golf vehicles, 2015-2021 VW GTI vehicles, 2015-2019 VW Golf R vehicles, 2015-2019 VW Golf Sportwagen and Alltrack vehicles, 2019-2024 VW Jetta GLI vehicles, 2019-2021 VW Arteon vehicles, 2018-2023 VW Atlas vehicles, 2020-2023 VW Atlas Cross Sport vehicles, 2015-2020 Audi A3, 2019-2024 Audi Q3 vehicles, and

2016-2023 Audi TT vehicles, which are specifically identified by Vehicle Identification Number on a VIN list that is attached as Exhibit 4C to the Settlement Agreement.⁷ Jt. Decl. Ex. 1 (Settlement Agreement).

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 who 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 the Settlement 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. *Id.*

B. Reimbursement of Certain Past Paid Repair Expenses

As set forth in detail in the Settlement Agreement, Settlement Class Members may be entitled to reimbursement for certain past paid and unreimbursed out-of-pocket expenses for enumerated covered repairs as follows:

1. 50% reimbursement of the paid out-of-pocket expenses for one (1) repair or replacement (parts and labor) of a failed or malfunctioned turbocharger that was performed prior to the Notice Date and within 8.5 years or 85,000 miles (whichever occurred first) from the Settlement Class Vehicle's In-Service Date, if (i) for a Generation 1 or Generation 2 Settlement Class Vehicle, the past paid turbocharger repair/replacement was due to the wastegate having no longer functioned properly because of wear at the link

⁷ For purposes of confidentiality, the VIN lists for Generation 1, 2, and 3 Settlement Class Vehicles have not been filed on the public docket, but will be provided to the Court for *in camera* review upon request.

plate and pin, and (ii) for a Generation 3 Settlement Class Vehicle, the past paid turbocharger repair/replacement was due to the wastegate having failed because of fork head and/or link pin corrosion.⁸ However, if the past paid covered repair was not performed by an authorized Volkswagen dealer (for Volkswagen vehicles) or Audi dealer (for Audi vehicles), then the invoice amount from which the 50% reimbursement is applied shall not exceed \$3,850; or

2. 40% reimbursement for the one (1) covered turbocharger repair or replacement detailed above, performed prior to the Notice Date and within 8.5 years or 85,000 miles (whichever occurred first) from the Settlement Class Vehicle's In-Service Date, if the Proof of Repair Expense documentation does not specifically state that the reason for the past paid turbocharger repair/replacement was one of the enumerated repairs in (i) [Generation 1 or Generation 2 vehicles] or (ii) [Generation 3 vehicles] above, provided that, in addition to the Proof of Repair Expense, the Settlement Class Member submits Proof of Adherence to the vehicle's oil maintenance requirements within a 10% variance (leeway) of each scheduled time and mileage interval. In addition, as stated above, if the past paid covered repair was not performed by an authorized Volkswagen or Audi dealer, then the invoice amount from which the 40% reimbursement is applied shall not exceed \$3,850.

To obtain the monetary benefits, a Settlement Class Member need only submit a simple Claim Form (Exhibit 1 to the Settlement Agreement) together with basic supporting documents such as the invoice for the covered repair, proof of payment, and, if applicable, Proof of Adherence to the vehicle's oil requirements within the 10% variance. *Id.*; Jt. Decl. ¶ 19.

C. Warranty Extension

The Settlement Agreement also provides another valuable benefit to eligible Settlement Class Members by extending the New Vehicle Limited Warranty (NVLW) applicable to the Generation 3 Settlement Class Vehicles to cover 50% of the cost of a turbocharger repair or replacement, by an authorized Audi dealer (for Audi vehicles) or Volkswagen dealer (for Volkswagen vehicles), for a period of 8.5 years or eighty-five thousand (85,000) miles (whichever occurs first) from the vehicle's In-Service Date, if the cause of the turbocharger failure or

⁸ This reflects the differences among the involved Generations of the Settlement Class Vehicles.

malfunction is that the wastegate failed due to fork head and/or link pin corrosion. In addition, for Generation 3 Settlement Class Vehicles that are more than 8.5 years old as of the Notice Date, the Warranty Extension will be for up to 60 days after the Notice Date or 85,000 miles from the vehicle's In-Service Date (whichever occurs first). *See* Jt. Decl. Ex. 1; Jt. Decl. ¶ 20.

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 is fully transferable to subsequent owners to the extent its time and mileage limitation periods have not expired.

D. Class Notice Plan

Pursuant to the Parties' Notice Plan which was approved in the Preliminary Approval Order, on September 15, 2025, the Claims Administrator timely mailed the individual postcard Class Notice to 3,929,514 Settlement Class Members, substantially in the form attached to the Settlement Agreement as Exhibit 2. Jt. Decl. ¶ 7; Jt. Decl. Ex. 2 (Supplemental Declaration of Lara Jarjoura ("Jarjoura Suppl. Decl.") at ¶ 10). Also, pursuant to the Preliminary Approval Order, on September 15, 2025, the settlement website (described below) went live and included, for easy viewing, the longer and detailed "long-form" Class Notice, substantially in the form attached to the Settlement Agreement as Exhibit 3. The content of the postcard and long-form Class Notices, as well as the Notice Plan for their dissemination, were approved by this Court in the Preliminary Approval Order.

Pursuant to the Notice Plan, the postcard Class Notice was sent by first-class mail to the current or last known address of all reasonably identifiable Settlement Class Members. Settlement Agreement §IV(B)(1). Addresses for Settlement Class Members were collected based on the Settlement Class Vehicles' VINs (vehicle identification numbers) and using the services of S & P Global to retrieve the addresses from the state Department of Motor Vehicles. Jt. Decl. Ex. 2

(Jarjoura Suppl. Decl. ¶¶ 6-8). These established services obtain vehicle ownership histories through state title and registration records, thereby identifying the names and addresses of record of the Settlement Class Members. The Settlement Claim Administrator then compared the obtained addresses to information in the National Change of Address database to confirm that addresses for mailing are the most current addresses possible. *Id.* at ¶ 9. In addition, after the postcard Class Notice was mailed, for any individual mailed Notice that was returned as undeliverable, the Claims Administrator re-mailed the postcard Notice to any provided forwarding address, and for any undeliverable Class Notice where no forwarding address is provided, the Claims Administrator performed an advanced address search (*e.g.*, a skip trace) and re-mailed any undeliverable postcard Class Notice to any new and current address that could be located. *Id.* at ¶¶ 12-13; Settlement Agreement at §IV(B)(2)-(5).

Also pursuant to the Settlement, the Claims Administrator implemented the settlement website (www.TurboClassSettlement.com) incorporating among other information: (1) instructions on how to submit a Claim for reimbursement by online submission or by mail; (2) instructions on how to contact the Claim Administrator by email or toll-free telephone, defense Counsel, and/or Settlement Class Counsel for assistance; (3) a “VIN lookup” tool allowing individuals to easily input their vehicle’s VIN and determine whether it is a Settlement Class Vehicle; (4) a copy of the Claim Form, Class Notices, including the long-form class notice, the Settlement Agreement, the Preliminary Approval Order, the motions for final approval and for Class Counsel fees and expenses and the Class Representative service award, and other pertinent orders and documents agreed upon by counsel for the Parties; (5) the deadlines and requirements for any objections, requests for exclusion, and submission of reimbursement Claims; (6) the date, time, and location of the final fairness hearing; (7) answers to Frequently Asked Questions; and (8) any other relevant information agreed upon by counsel for the Parties. *Jt. Decl.* ¶ 19; *Jt. Decl. Ex.*

2 (Jarjoura Suppl. Decl. ¶14); Settlement Agreement at §IV(B)(6). As of October 30, 2025, the settlement website has tracked 216,428 unique users with 763,202 page views. Jt. Decl. Ex. 2 (Jarjoura Suppl. Decl. ¶15).

In addition, pursuant to 28 U.S.C. § 1715, the Class Action Fairness Act of 2005, the Claims Administrator also provided timely notice to the U.S. Attorney General and the applicable State Attorneys General so that they may review the proposed Settlement and raise any comments or concerns to the Court's attention. Jt. Decl. Ex. 1 (Settlement Agreement at § IV.A). No Attorney General has objected to or raised any concern about this Settlement.

Finally, VWGoA has represented that it advised its authorized Volkswagen and Audi dealers of the Warranty Extension so that they can effectuate the Warranty Extension pursuant to its terms. *See* Settlement Agreement at §IV(B)(8).

E. Claims Process

If finally approved, the Settlement's Warranty Extension shall apply to all Generation 3 Settlement Class Vehicles and the Settlement Class Members need only take the Settlement Class Vehicle to an authorized VW or Audi dealer within the prescribed time and mileage period to receive coverage under the Warranty Extension.

For reimbursement of certain past paid covered repairs, there is a very easy and consumer-friendly claims process in which, prior to the claims deadline, Settlement Class Members may submit to the Claim Administrator a fully completed, signed and dated claim form, together with the required supporting documentation spelled out in the Settlement, either by U.S. mail or online via the settlement website. Jt. Decl. ¶¶ 19. JND—an experienced class action claims administrator, whom this Court has preliminarily approved—is administering the Settlement reimbursement claims process and reviewing all claims. Counsel for the Parties have the right to monitor the claims process to ensure that it is functioning as intended. Further, any Settlement Class Member

that submits a claim that is deficient in any respect will receive notice of the deficiency(ies) and an opportunity to cure it/them within 30 days of the date of that notice. While the Claim Administrator's claims determinations are binding and not appealable, the Settlement provides yet another benefit in that any Settlement Class Member whose claim was denied in whole or in part may, within fourteen (14) days of being sent notice of denial, request an "attorney review" of the denial, whereupon counsel will meet and confer and determine whether said denial, based upon the Claim Form and documentation previously submitted, whether the denial was correct, or whether the denial should be modified or reversed. Settlement Agreement §III(B)(3) and (4).

For those Settlement Class Members whose claims are approved, the Claim Administrator shall mail to him/her a reimbursement check to the address on the claim form within one-hundred and fifty (150) days of the date of the receipt of a valid and complete Claim for reimbursement, or within one-hundred and fifty (150) days of the Effective Date of the Settlement, whichever is later. All costs of the Class Notice and the Claims process will be borne by Defendant and will not reduce any benefits to which a Settlement Class Member may be entitled under the Settlement. Settlement Agreement §III(B)(1).

F. Release of Claims Against Defendants

The Settlement incorporates a reasonable release of claims tailored to the litigation. In exchange for the Settlement benefits, Settlement Class Members who do not submit a timely and valid request for exclusion that is compliant with the requirements of the Preliminary Approval Order will be in the Settlement Class, and will release all claims which arise from, involve or relate to the Settlement Class Vehicles' turbochargers (and any of their component and related parts including wastegate linkages and actuators), and any claims that were or could have been asserted in the Action relating to the class vehicles' turbochargers.

G. Opt-Out Rights

The Settlement provides reasonable opt-out rights in which any Settlement Class Member could mail a request to be excluded from the Settlement Class post marked by October 15, 2025. Preliminary Approval Order at ¶ 22. The Request for Exclusion requires basic information such as the requester's name, address and telephone number, the model/model year and VIN of the Settlement Class Vehicle, and a statement that he/she/it is a current or former owner or lessee of said Settlement Class Vehicle (i.e., a Settlement Class Member) and requests to be excluded from the Settlement Class. *Id.* at ¶ 14; Settlement Agreement §V(B). Similarly to most other class settlements, Settlement Class Members who do not timely and properly opt out remain in the Settlement Class and are bound by all subsequent proceedings, orders, and judgments. Preliminary Approval Order at ¶ 15.

Of the over 3,900,000 potential Settlement Class Members, only 265 requests for exclusion have been received – a minuscule percentage (0.0067%) of the Class. *Jt. Decl.* ¶ 21. Those requests for exclusion are being analyzed for adherence to the deadline and requirements for a proper opt out, and a list of all such proper opt outs will be annexed to the [Proposed] Final Approval Order and Judgment that will be submitted in advance of the Final Fairness Hearing.

H. Class Counsel Fees and Expenses and Named Plaintiff Service Awards

The Parties did not commence negotiations with respect to Settlement Class Counsels' fees/expenses, or the service award for the Settlement Class Representative until after the terms of the class settlement had been fully agreed upon and a term sheet prepared. An application for an award of attorneys' fees and reimbursement of expenses and a Class Representative service award was presented to the Court for its consideration and approval by separate motion dated September 30, 2025. *See* ECF # 107.

I. Objections and Settlement Approval

Under the Settlement Agreement, any potential Settlement Class Member who does not request exclusion from the Settlement could object to the Settlement and/or the request for Class Counsel fees/expenses and/or the Class Representative service award. To object, the Settlement Class Member was required to comply with the procedures in the Settlement Agreement, and submitted an objection by October 15, 2025, as set forth in the Preliminary Approval Order and received in the Class Notices. *See* ECF 106 at ¶ 16.

To date, out of the over 3,900,000 Settlement Class Members, *only* 16 purported objections have been received by counsel, thereby demonstrating decisively that the Settlement Class overwhelmingly favors this Settlement. *Jt. Decl.* ¶ 21. As ordered by the Court, Plaintiff will address any objections in papers filed on or before November 19, 2025. *See* ECF # 106 at ¶ 22.

IV. LEGAL ARGUMENT

A. The Settlement is Fair, Reasonable, Adequate, and Should Be Approved

To grant final approval of a class settlement, Rule 23(e) requires a determination by the district court that the proposed settlement is “fair, reasonable, and adequate.” Fed. R. Civ. P. 23(e)(2); *In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 534 (3d Cir. 2004) (“*Warfarin Sodium*”). There is a strong judicial policy in favor of resolution of litigation before trial particularly in “class actions and other complex cases where substantial judicial resources can be conserved by avoiding formal litigation.” *In re CertainTeed Corp. Roofing Shingle Prods. Liab. Litig.*, 269 F.R.D. 468, 484 (E.D. Pa. 2010) (quoting *Ehrheart v. Verizon Wireless*, 609 F.3d 590, 595 (3d Cir. 2010)); *see also In re Gen. Motors Corp. Pick-Up Truck Fuel Tank Prods. Liab. Litig.*, 55 F.3d 768, 784 (3d Cir. 1995) (“*GMC Truck*”) (“The law favors settlement, particularly in class actions and other complex cases where substantial judicial resources can be conserved by avoiding formal litigation.”). *Ehrheart* held:

This presumption is especially strong in “class actions and other complex cases where substantial judicial resources can be conserved by avoiding formal litigation.” *GMC Truck*, 55 F.3d at 784. The strong judicial policy in favor of class action settlement contemplates a circumscribed role for the district courts in settlement review and approval proceedings. . . . Settlement agreements are to be encouraged because they promote the amicable resolution of disputes and lighten the increasing load of litigation faced by the federal courts [and] the parties may also gain significantly from avoiding the costs and risks of a lengthy and complex trial.

Ehrheart, 609 F.3d at 594-95; *see also Bell Atl. Corp. v. Bolger*, 2 F.3d 1304, 1314 n.16 (3d Cir. 1993).

Settlements enjoy a presumption that they are fair, reasonable and adequate when, as in this case, they are the product of arm’s-length negotiations conducted by experienced counsel who are fully familiar with all aspects of class action litigation. *See, e.g., GMC Truck*, 55 F.3d at 785; *Sullivan v. DB Invs.*, 667 F.3d 273, 320 (3d Cir. 2011) (*en banc*); *Gates v. Rohm & Haas Co.*, 248 F.R.D. 434, 439, 444 (E.D. Pa. 2008) (stressing the importance of arm’s length negotiations); *In re NFL Players Concussion Injury Litig.*, 821 F.3d 410, 436 (3d Cir. 2019) (“We apply an initial presumption of fairness in reviewing a class settlement when: ‘(1) the negotiations occurred at arms length; (2) there was sufficient discovery; (3) the proponents of the settlement are experienced in similar litigation; and (4) only a small fraction of the class objected.’”) (quoting *In re Cendant Corp. Sec. Litig.*, 264 F.3d 201, 232 n.18 (3d Cir. 2001)); *see also* Manual For Complex Litigation (Fourth) § 21.641 (2004).

A fair, reasonable and adequate settlement need not be the “ideal settlement.” A settlement is, after all, “a compromise, a yielding of the highest hopes in exchange for certainty and resolution.” *In re Prudential Ins. Co. of Am. Sales Prac. Litig.*, 962 F. Supp. 450, 534 (D.N.J. 1997), *aff’d*, 148 F.3d 283 (3d Cir. 1998) (“*Prudential I*”).

As one court has noted:

[T]he court's intrusion upon what is otherwise a private consensual agreement negotiated between the parties to a lawsuit must be limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned . . . The proposed settlement is not to be judged against a hypothetical or speculative measure of what might have been achieved by the negotiators.

Officers for Justice v. Civ. Serv. Comm'n, 688 F.2d 615, 625, 630 (9th Cir. 1982); *see also In re Am. Family Enters.*, 256 B.R. 377, 421 (D.N.J. 2000) (“[S]ignificant weight should also be given ‘to the belief of experienced counsel that [the] settlement is in the best interest of the class.’”); *In re Cendant Corp. Sec. Litig.*, 109 F. Supp. 2d 235 (D.N.J. 2000), *aff'd* 264 F.3d 201 (3d Cir. 2001).

The Third Circuit has adopted a nine-factor test to determine whether a settlement is “fair, reasonable, and adequate.” The elements of this test – known as the “*Girsh* factors” – are:

(1) the complexity and duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings; (4) the risks of establishing liability; (5) the risks of establishing damages; (6) the risks of maintaining a class action; (7) the ability of the defendants to withstand a greater judgment; (8) the range of reasonableness of the settlement in light of the best recovery; and (9) the range of reasonableness of the settlement in light of all the attendant risks of litigation.

GMC Truck, 55 F.3d at 785 (citing *Girsh v. Jepson*, 521 F.2d 153, 157 (3d Cir. 1975)); *see also In re NFL Players Concussion Injury Litig.*, 821 F.3d at 437 (affirming continued use of *Girsh* factors). “These factors are a guide and the absence of one or more does not automatically render the settlement unfair.” *In re Am. Family Enters.*, 256 B.R. at 418. Here, the Settlement meets each of these factors, and thus, should be approved.

B. The *Girsh* Factors Weigh in Favor of Approval

1. Continued Litigation would be Long, Complex, and Expensive

The first *Girsh* factor is whether the Settlement avoids a lengthy, complex and expensive continuation of litigation. “This factor captures ‘the probable costs, in both time and money, of continued litigation.’” *Cendant*, 264 F.3d at 233-34. “Where the complexity, expense, and duration

of litigation are significant, the Court will view this factor as favoring settlement.” *Bredbenner v. Liberty Travel, Inc.*, 2011 WL 1344745, at *11 (D.N.J. Apr. 8, 2011). Courts consistently have held that the expense and possible duration of litigation are factors to be considered in evaluating the reasonableness of a settlement. *Lake v. First Nationwide Bank*, 900 F. Supp. 726, 732 (E.D. Pa. 1995); *Slade v. Shearson, Hammill & Co.*, 79 F.R.D. 309, 313 (S.D.N.Y. 1978); *see also GMC Truck*, 55 F.3d at 812 (concluding that lengthy discovery and ardent opposition from the defendant with “a plethora of pretrial motions” were facts favoring settlements, which offer immediate benefits and avoid delay and expense); *Yaeger v. Subaru of Am., Inc.*, 2016 WL 4541861, at *9 (D.N.J. Aug. 31, 2016) (observing that “where motor vehicles have a relatively short lifespan, there is a premium upon promptly finding a remedy for alleged defects to restore full enjoyment of the vehicle”).

This case has been vigorously litigated from the outset, and, absent a Settlement, Defendant would continue to strongly oppose the allegations contained in the TAC as it has in the first two pleadings. Further litigation of this complex automotive class action would likely involve very time-consuming and expensive proceedings including additional motions directed to the pleadings, class certification and summary judgement, substantial pretrial proceedings including full-blown fact and expert discovery, motions in limine and other pretrial motions, trial and trial-related proceedings, and potential appeals. Clearly, continued litigation necessarily would be extremely expensive and time-consuming, with the ultimate result uncertain. This favors the settlement of the litigation. *See Warfarin Sodium*, 391 F.3d at 536 (finding the first *Girsh* factor to weigh in favor of settlement after three years of litigation); *Weiss v. Mercedes-Benz of N. Am.*, 899 F. Supp. 1297, 1301 (D.N.J. 1995) (approving settlement that was the “result of an arm’s length negotiation between two very capable parties” and where “Mercedes was prepared to contest this class action vigorously”). Post-trial motions and appeal would further delay resolution and increase costs.

Warfarin Sodium, 391 F.3d at 536 (“[I]t was inevitable that post-trial motions and appeals would not only further prolong the litigation but also reduce the value of any recovery to the class.”); *In re Merck & Co., Vytorin ERISA Litig.*, 2010 WL 547613, at *7 (D.N.J. Feb. 9, 2010) (noting that additional costs associated with trial of multi-district class action and the delayed recovery for the class weighs in favor of settlement). Even if Plaintiff is successful at trial, the result could potentially be less than the very significant benefits afforded by this Settlement, and Defendant would undoubtedly appeal an adverse judgment, adding further time to a final resolution of this matter if it were litigated.

Under all of the circumstances, providing the Settlement Class Members with these substantial benefits now, particularly as the mileage and years in service continue to accumulate or cars go out of service as a matter of course, rather than an uncertain result occurring years in the future, weighs in favor of approval of the Settlement. For these reasons, the first *Girsh* factor weighs in favor of final approval of the Settlement.

2. The Reaction of the Class to the Settlement

The second *Girsh* factor “attempts to gauge whether members of the class support the Settlement.” *In re Prudential Ins. Co. of Am. Sales Prac. Litig.*, 148 F.3d 283, 318 (3d Cir. 1998) (“*Prudential II*”). To properly evaluate it, “the number and vociferousness of the objectors” must be examined. *GMC Truck*, 55 F.3d at 812. Generally, “silence constitutes tacit consent to the agreement.” *Id.* A “paucity of protestors . . . militates in favor of the settlement,” *See Bell Atl.*, 2 F.3d at 1314; *see also Stoetznier v. U.S. Steel Corp.*, 897 F.2d 115, 119 (3d Cir. 1990) (objections by 29 members of a class comprised of 281 “strongly favors settlement”); *Prudential I*, 962 F. Supp. at 537 (small number of negative responses to settlement favors approval); *Weiss*, 899 F. Supp. at 1301 (100 objections out of 30,000 class members weighs in favor of settlement); *Yaeger*,

2016 WL 4541861, at *9 (“strongly positive” reaction of the class in case with 34 objectors and 2,328 opt-outs amount 577,860 class vehicles).

Here, there are approximately 1,641,638 Class Vehicles, and because vehicles often go through second and third owners, the actual number of mailed Notices is 3,929,515. Jt. Decl. ¶ 7. Yet, to date there have been just 265 requests for exclusion (only 0.0067% of the class) and **only 16 purported objections** (only 0.004% of the class). *Id.*; Jt. Decl. ¶ 21. This represents a minuscule fraction of the Settlement Class Members and demonstrates the Settlement Class overwhelmingly favors this Settlement. Where, as here, the number of opt outs and objections is low, this Court has concluded this second factor is readily satisfied. *See Oliver v. BMW of N. Am., LLC*, 2021 WL 870662, at *5 (D.N.J. Mar. 8, 2021). Thus, under *Girsh*, such a small number of exclusions and objections supports approval of the settlement.

3. The Stage of the Proceedings

The stage of the proceedings and the amount of discovery completed is another factor that courts consider in determining the fairness, reasonableness, and adequacy of a settlement. *GMC Truck*, 55 F.3d at 785; *Girsh*, 521 F.2d at 157. “This factor considers the degree of case development accomplished by counsel prior to settlement.” *Bredbenner*, 2011 WL 1344745, at *12. “Through this lens, courts can determine whether counsel had an adequate appreciation of the merits of the case before negotiating.” *GMC Truck*, 55 F.3d at 813.

Most importantly, the appropriateness of a class settlement is not measured by the thickness of the file or an assessment of the amount of formal discovery taken. *See In re Corrugated Container Antitrust Litig.*, 643 F.2d 195, 211 (5th Cir. 1981); *Handschu v. Special Servs. Div.*, 605 F. Supp. 1384, 1394 (S.D.N.Y. 1985); *Cendant*, 264 F.3d at 235-36; *In re Chicken Antitrust Litig. Am. Poultry*, 669 F.2d 228, 241 (5th Cir. 1982). Such a rule, of course, would offend public policy—which encourages the early and effective resolution of complicated cases such as this.

Here, Settlement Class Counsel conducted extensive investigation and the Parties engaged in an informal exchange of documents, and as this Court held in granting preliminary approval of the Settlement, “the proceedings that occurred before the Parties entered into the Settlement Agreement afforded counsel the opportunity to adequately assess the claims and defenses in this action...” *See* Preliminary Approval Order, ECF # 106 at ¶ 8; Jt. Decl. ¶ 9.

Settlement Class Counsel examined Class Vehicle turbochargers and engines while conducting their own extensive independent investigation into the alleged issues, and informally received detailed information from Defendant. Jt. Decl. ¶¶ 7, 9. As this Court already recognized, Settlement Class Counsel possessed a thorough understanding of the potential liability, damages, and class certification issues, which helped inform the Parties’ negotiations and shape the Settlement. *See* ECF # 106 at ¶ 8. Settlement Class Counsel understood the merits, strengths and weaknesses, and could thus negotiate an appropriate settlement. *See In re NFL Players Concussion Injury Litig.*, 821 F.3d at 438-439 (“[C]ounsel had an adequate appreciation of the merits of the case before negotiating.”). Moreover, Settlement Class Counsel represented numerous classes in automotive class actions in this District. Settlement Class Counsel were able to assess the risks and benefits of the current litigation and gauge the resources, time, and expenses required to litigate this action through trial instead of a settlement that provides immediate and significant benefits to hundreds of thousands of vehicle owners. As such, this factor is readily satisfied.

4. The Risks of Establishing Liability

“By evaluating the risks of establishing liability, the district court can examine what the potential rewards (or downside) of litigation might have been had class counsel elected to litigate the claims rather than settle them.” *GMC Truck*, 55 F.3d at 814. “The inquiry requires a balancing of the likelihood of success if ‘the case were taken to trial against the benefits of immediate settlement.’” *In re Safety Components, Inc. Sec. Litig.*, 166 F. Supp. 2d 72, 89 (D.N.J. 2001).

Although Settlement Class Counsel believe that the claims presented in this litigation are meritorious, they are experienced counsel who understand that the “the risks surrounding a trial on the merits are always considerable.” *Weiss*, 899 F. Supp. at 1301. Defendant has zealously defended against these claims, and would surely continue to do so if the litigation were to proceed. *See, e.g.,* Jt. Decl. ¶¶ 11. Although the Parties have differing positions, Defendant has asserted numerous defenses to this action which, if they prevail, could bar completely, if not substantially reduce, all or many Settlement Class Members’ potential recoveries under the applicable state laws, including: statutes of limitation, lack of standing, lack of manifestation of the alleged issue, lack of privity with Defendant, absence of a duty to disclose under applicable state law, absence of pre-sale knowledge of any alleged defect, lack of reliance or causation, “economic loss rule” bars to recovery, lack of recoverable damages and/or “ascertainable loss,” and other statutory and common law complete or partial bars to recovery that may be applicable to particular Settlement Class Members’ claims.

Further litigation would be unpredictable and thus create very real risks of potential denial of class certification, potential loss via summary judgment, trial, or appeal, and/or at the very least, a substantially reduced and/or delayed recovery. Yet in contrast, the Settlement here presents the Class with immediate, substantial, guaranteed benefits and is eminently fair, reasonable, and adequate, especially when balanced against these potential risks and delays. As such, this element is also clearly satisfied.

5. The Risks of Establishing Damages

“Like the fourth factor, ‘this inquiry attempts to measure the expected value of litigating the action rather than settling it at the current time.’” *Cendant*, 264 F.3d at 238. The court looks at the potential damage award if the case were taken to trial against the benefits of immediate settlement. *Prudential II*, 148 F.3d at 319. In *Warfarin Sodium*, the trial court found that the risk

of establishing damages strongly favored settlement, observing that “[d]amages would likely be established at trial through ‘a “battle of experts,” with each side presenting its figures to the jury and with no guarantee whom the jury would believe.’” *In re Warfarin Sodium Antitrust Litig.*, 212 F.R.D. 231, 256 (D. Del. 2002), *aff’d* 391 F.3d 516, 537 (3d Cir. 2004). Similarly, in *Cendant*, the Third Circuit reasoned that there was no compelling reason to think that “a jury confronted with competing expert opinions” would accept the plaintiff’s damages theory rather than that of the defendant, and thus the risk in establishing damages weighed in favor of approval of the settlement. *Cendant*, 264 F.3d at 239. The same is true here, where VWGoA would aggressively contest damages through discovery, on summary judgment, at trial, and on appeal. The risks of establishing damages favor final approval.

6. The Risks of Maintaining the Class Action through Trial

The Court must measure the likelihood of obtaining and maintaining a certified class if the action were to proceed to trial. *Girsh*, 521 F.2d at 157. Settlement Class Counsel believe that this case is wholly appropriate for class certification in the litigation context. However, there is real risk of not obtaining class certification or not maintaining it through trial and appeal. For example, Defendant has asserted that numerous individual factual and legal issues would likely predominate and adversely affect the ability to certify a class in the litigation context. These factors include the different conditions of each Settlement Class Vehicle; the manner in which each vehicle was driven and maintained; accidents, events, damage to the vehicle and environmental factors that may impact the operation of the turbocharger; individual facts and circumstances of each Settlement Class Member’s purchase or leasing of, and decision making concerning, his/her vehicle; what, if anything, each Settlement Class Member may have seen, heard or relied upon prior to purchase or lease; whether and to what extent any Settlement Class Member experienced any failure or malfunction of his/her Settlement Class Vehicle’s turbocharger; whether and to what extent any

Settlement Class Member can establish any entitlement to damages or other relief; and myriad other issues individual to each Settlement Class Member. Defendant has also taken the position that certification of a nationwide class would also be difficult, arguing that differences in the various state consumer protection and other laws asserted in this action, including differing proof requirements and damages, preclude such certification.

In sharp contrast, these issues do not preclude class certification for settlement purposes since the Court will not have to grapple with potential manageability issues of a trial. *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997); *Sullivan*, 667 F.3d at 302-03 (“the concern for manageability that is a central tenet in the certification of a litigation class is removed from the equation” in the case of a settlement class); *In re Merck & Co.*, 2010 WL 547613, at *5 (citing *Warfarin Sodium*, 391 F.3d at 519) (manageability concerns that arise in litigation classes are not present in settlement classes); *O’Brien v. Brain Rsch. Labs, LLC*, 2012 WL 3242365, at *9 (D.N.J. Aug. 9, 2012) (“[B]ecause certification is sought for purposes of settlement and is not contested, the concerns about divergent proofs at trial that underlie the predominance requirement are not present here.”); *Beneli v. BCA Fin. Servs., Inc.*, 324 F.R.D. 89, 96 (D.N.J. 2018) (same).

Further, even if class certification were granted in the litigation context, class certification can always be reviewed or modified before trial, so “the specter of decertification makes settlement an appealing alternative.” *O’Brien*, 2012 WL 3242365, at *18. Finally, even if a class is certified, there is no sure bet that Plaintiffs would prevail at trial. In other words, class litigation is inherently uncertain and subject to many twists and turns. Experienced counsel know this and, consequently, this factor weighs in favor of final approval.

7. Defendant’s Ability to Withstand Greater Judgment

Although there is no dispute that Defendant has ample resources, the mere fact that a settling defendant has the ability to pay greater amounts does not weigh against settlement

approval, *Warfarin Sodium*, 391 F.3d at 538, and here, this factor is neutral since VWGoA's financial status was not a factor in the settlement negotiations. *CertainTeed*, 269 F.R.D. at 489 (“[B]ecause ability to pay was not an issue in the settlement negotiations, this factor is neutral.”); *Warfarin Sodium*, 391 F.3d at 538 (“[T]he fact that [defendant] could afford to pay more does not mean that it is obligated to pay any more than what the . . . class members are entitled to under the theories of liability that existed at the time the settlement was reached.”); *Bredbenner*, 2011 WL 1344745, at *15 (“[C]ourts in this district regularly find a settlement to be fair even though the defendant has the practical ability to pay greater amounts.”).

8. Reasonableness of the Settlement in Light of the Best Possible Recovery and All Attendant Risks of Litigation

The final two *Girsh* factors are often considered together and are used to evaluate the reasonableness of the Settlement in light of the best possible recovery, and all the attendant risks of litigation. As this Court has already held in granting Preliminary Approval, “certification of the Settlement Class is appropriate, especially when balanced against the risks and delays of further litigation.” See ECF 106 at ¶ 8. This Settlement offers real and robust economic benefits to Settlement Class Members.

Defendant will reimburse fifty percent (50%) of the past paid out-of-pocket expense for one (1) repair or replacement (parts and labor) of a failed or malfunctioned turbocharger of a Settlement Class Vehicle that was performed and paid for prior to the Notice Date and within 8.5 years or 85,000 miles (whichever occurred first) from the In-Service date of the vehicle, if:

- (i) for a Generation 1 Settlement Class Vehicle or Generation 2 Settlement Class Vehicle, the past paid turbocharger repair or replacement was due to the wastegate having no longer functioned properly because of wear at the link plate and pin, and

- (ii) for a Generation 3 Settlement Class Vehicles, the past paid turbocharger repair or replacement was due to the wastegate having failed because of fork head and/or link pin corrosion.

Settlement Agreement ¶II(B).

However, if the Proof of Repair Expense documentation does not specifically state that the reason for the past paid turbocharger repair or replacement was due to (i) above (for a Generation 1 Settlement Class Vehicle or Generation 2 Settlement Class Vehicle), or (ii) above (for a Generation 3 Settlement Class Vehicle), then the reimbursement for the one (1) covered repair will be forty percent (40%) of the past paid invoice amount (parts and labor) provided that, in addition to the Proof of Repair Expense, the Settlement Class Member also submits, with his/her/its Claim for Reimbursement, the Proof of Adherence to Maintenance Requirements documentation. *Id.* For repairs performed by repair facilities other than authorized Audi or Volkswagen dealers, the reimbursement will be subject to very robust caps of \$3,850. *Id.*

If the past paid covered repair for which reimbursement is sought was performed within the Settlement Class Vehicle's original NVLW time and mileage period, but not by an authorized Audi or Volkswagen dealer, then the Settlement Class Member must also submit with his/her/its Claim, in addition to the Proof of Repair Expense and Proof of Adherence to Maintenance Requirements (if applicable), documentation such as a written estimate or invoice, or if documents are not available after a good-faith effort to obtain them, a Declaration signed under penalty of perjury, confirming that the Settlement Class Member first attempted to have the said repair performed by an authorized Audi or Volkswagen dealer, but the dealer declined or was unable to perform the repair free of charge pursuant to the NVLW.

The Settlement benefits also include a Warranty Extension for Generation 3 Settlement Class Vehicles, covering fifty percent (50%) of the cost of repair or replacement (parts and labor),

by an authorized Audi dealer [if an Audi vehicle] or Volkswagen dealer [if a VW vehicle], of a failed or malfunctioning turbocharger of said vehicle if the cause of the failure or malfunction was that the wastegate failed due to fork head and/or link pin corrosion, during a period of up to 8.5 years or 85,000 miles (whichever occurs first) from said Settlement Class Vehicle's In-Service Date.

As yet an additional favorable benefit, if, as of the Notice Date, a said Generation 3 Settlement Class Vehicle is more than 8.5 years of age from its In-Service Date, then this Warranty Extension's time duration for that vehicle will be extended until sixty (60) days after the Notice Date or 85,000 miles from vehicle's the In- Service Date, whichever occurs first, subject to the same conditions and limitations set forth in the Settlement Agreement.

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 is fully transferable to subsequent owners to the extent that its time and mileage limitation periods have not expired. And, as with most warranty extensions, this one does not cover turbocharger/wastegate failures or malfunctions due to abuse, misuse, alteration or modification, lack of proper maintenance, a collision or crash, vandalism and/or other impact, or damage from an outside source. Settlement Agreement § II(A).

By comparison, in *Oliver v. BMW of North America, LLC*, 2021 WL 870662 (D.N.J. Mar. 8, 2021), the Court held that a settlement providing for reimbursement for repair or replacement of a coolant pump that failed within 7 years or 84,000 miles, whichever occurred first, for a maximum reimbursement of \$1,000, was fair, reasonable and adequate. Further, in *Falco v. Nissan North America, Inc.*, 2018 WL 11375043 (C.D. Cal. July 16, 2018). a timing chain settlement in California involving certain Nissan vehicles on behalf of California and Washington State owners only, the matter was settled and finally approved after approximately five years of litigation. The

settlement provided for a sliding scale recovery with a maximum reimbursement of 80% of the first \$900 of a timing chain repair or a voucher of \$1500. *Falco v. Nissan N. Am., Inc.*, 2017 WL 6817435 (C.D. Cal. Dec. 1, 2017). That settlement was clearly deemed fair, reasonable and adequate even without reimbursement for past paid causally related engine damage repairs which the Settlement in this case affords.⁹

If this Action continued, rather than the very valuable settlement consideration provided here, Settlement Class Members might have received nothing if future rulings were unfavorable to the Class. Jt. Decl. ¶ 29. In summary, this factor weighs in favor of approval of the Settlement.

V. THE NOTICE PROGRAM SATISFIES DUE PROCESS

To protect the rights of absent members of the Class, the Court must ensure that all Settlement Class Members who would be bound by a class settlement are provided the best practicable notice. *See* Fed. Rule Civ. P. 23(e)(1)(B); *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 811-12 (1985). The best practicable notice is one “reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.” *Mullane v. Cent. Hanover Bank & Tr. Co.*, 339 U.S. 306, 314 (1950). Both the content and the means of dissemination of the notice must satisfy the “best practicable notice” standard.

Under Federal Rule of Civil Procedure 23(e), class members who would be bound by a settlement are entitled to reasonable notice before the settlement may be approved. *See* Manual for Complex Litigation, Fourth, § 30.212. The Court must provide a class certified under Rule 23(b)(3) “the best notice that is practicable under the circumstances, including individual notice to

⁹ To be clear, Plaintiff is not suggesting that the settlement consideration in *Falco* was not fair, reasonable, and adequate – each case must be judged on its own merits. However, the point is that the settlement consideration in the within action is more than fair, reasonable and adequate by any measure.

all members who can be identified through reasonable effort.” Fed. R. Civ. P. 23(c)(2)(B). To satisfy this standard and due process requirements, such notice must be “reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.” *Mullane v. Cent. Hanover Bank & Tr. Co.*, 339 U.S. 306, 314 (1950).

This Court has approved the Parties’ Notice plan, including the form and content of the class notices, holding the “mailing of the postcard Settlement Class Notice in the manner set forth in the Settlement Agreement, as well as the establishment of a settlement website... satisfies Rule 23, due process, and constitutes the best notice practicable under the circumstances.” *See* ECF # 106 at ¶ 10. As detailed above and in the Joint Declaration and its Exhibits, the direct Notice program here involved sending 3,929,515 Notices directly to Settlement Class Members or potential class members. Jt. Decl. Ex. 2 (Jarjoura Suppl. Decl. at ¶ 10). For any postcard notices that were returned as undeliverable, the Claim Administrator forwarded the postcard notice if the U.S. Postal Service provided a forwarding address, and conducted advance address research (skip tracing) for those notices that were returned without forwarding addresses. This process clearly meets due process and, as this Court has held, represents the best practicable notice. *Id.*, ¶ 12.

In addition, “CAFA notice” of the proposed Settlement was also served on the Attorney General of the United States and to state officials where Settlement Class Members reside, pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715. Jt. Decl. Ex. 2 (Jarjoura Suppl. Decl. at ¶ 5). Neither the Attorney General nor any state official has objected or, in any way, taken issue with any aspect of this excellent Settlement. Jt. Decl. ¶ 22.

The Claims Administrator also established a national toll-free number to enable Settlement Class Members to hear instructions, request a notice to be mailed out to them, or to speak with a live operator. Jt. Decl. Ex. 2 (Jarjoura Suppl. Decl. at ¶ 19). The Claims Administrator also

established a dedicated mailing address and email address (info@TurboClassSettlement.com) (*Id.* at ¶ 16), and a settlement website (www.TurboClassSettlement.com) featuring (1) a portal through which a person can enter the VIN number of a vehicle to confirm if it is a Settlement Class Vehicle; (2) instructions on how to submit a Claim for reimbursement either by mail or online submission; (3) details about the lawsuit, the Settlement and its benefits, and the Settlement Class Members' legal rights and options including objecting to or requesting to be excluded from the Settlement and/or not doing anything; (4) instructions on how and when to submit a claim for reimbursement; (5) instructions on how to contact the Settlement Administrator, Defendants and Settlement Class Counsel for assistance; (6) a copy of the Claim Form, Long Form Class Notice, the Settlement Agreement, the Preliminary Approval Motion and Order, the Class Counsel Fee and Expenses Application, other pertinent orders and documents; (7) important dates pertaining to the Settlement including the procedures and deadlines to opt-out of or object to the Settlement, the procedure and deadline to submit a claim for reimbursement, and the date, place and time of the Final Fairness Hearing and (8) answers to Frequently Asked Questions (FAQs). *Id.* at ¶ 14. Thus, the Notice program that the Court preliminarily approved was fully implemented and has informed the Class fully of their rights and benefits under the Settlement.

As of October 30, 2025, there have been 216,428 unique users with 763,202 page views. *Id.* at ¶ 15. The Claims Administrator has also received 23,940 calls to the toll-free telephone number (1-855-779-6685) (*Id.* at ¶ 19), and received 597 email messages. *Id.* at ¶ 17. Settlement Class Counsel have also responded to numerous calls and emails made directly to Class Counsel by Settlement Class Members. *Jt. Decl.* ¶ 14. The Notice to the Class unquestionably satisfies all due process requirements.

VI. THE SETTLEMENT CLASS SHOULD BE CERTIFIED

Class certification under Rule 23 has two primary components. First, the party seeking class certification must establish the four requirements of Rule 23(a):

(1) [N]umerosity (a “class [so large] that joinder of all members is impracticable”); (2) commonality (“questions of law or fact common to the class”); (3) typicality (named parties’ claims or defenses “are typical . . . of the class”); and (4) adequacy of representation (representatives “will fairly and adequately protect the interests of the class”).

Warfarin Sodium, 391 F.3d at 527. Second, the Court must find that the class fits within one of the three categories of class actions set forth in Rule 23(b). *In re Cmty. Bank of N. Va.*, 418 F.3d 277, 302 (3d Cir. 2005). In the present case, Plaintiff seeks certification under Rule 23(b)(3), which requires that common questions “predominate over any questions affecting only individual members” and that class resolution be “superior to other available methods for the fair and efficient adjudication of the controversy.” *Amchem*, 521 U.S. at 592-93. As detailed below, and as this Court determined in granting preliminary approval, all Rule 23 requirements are clearly satisfied for settlement purposes. *See* ECF # 106 at ¶ 7.

A. The Rule 23(a) Factors are Satisfied

1. Numerosity

Rule 23(a)(1) requires that the class be so numerous that joinder of all class members is “impracticable.” *Liberty Lincoln Mercury, Inc. v. Ford Mktg. Corp.*, 149 F.R.D. 65, 73 (D.N.J. 1993). For purposes of Rule 23(a)(1), “impracticable” does not mean impossible, “only that common sense suggests that it would be difficult or inconvenient to join all class members.” *See Prudential I*, 962 F. Supp. at 510; *see also Stewart v. Abraham*, 275 F.3d 220, 226-27 (3d Cir. 2001) (numerosity requirement satisfied “if the named plaintiff demonstrates that the potential number of plaintiffs exceeds 40”).

Here, the Settlement Class includes approximately 3,929,515 current and former owners

or lessees of 1,641,638 Settlement Class Vehicles identified precisely by VIN numbers in Exhibits 4A-C to the Settlement Agreement. Given the number and geographic distribution of the Settlement Class Members, joinder of all Settlement Class Members would be impracticable, and the proposed Settlement Class easily satisfies the Rule 23 numerosity requirement. *Liberty*, 149 F.R.D. at 73.

2. Commonality

“Rule 23(a)(2)’s commonality element requires that the proposed class members share at least one question of fact or law in common with each other.” *Warfarin Sodium*, 391 F.3d at 527-28. “Commonality does not require perfect identity of questions of law or fact among all class members. Rather, ‘even a single common issue will do.’” *Reyes v. Netdeposit, LLC*, 802 F.3d 469, 486 (3d Cir. 2015).

Here, the Settlement Class Members share many common issues of law and fact. In the context of consumer fraud and warranty-based class actions, a class asserting claims based on a common course of conduct and common warranty satisfies the commonality requirement. *Prudential I*, 962 F. Supp. at 511-14. The common questions include whether the turbochargers in Class Vehicles are or were defective, whether Defendant was aware of the defects, and whether Plaintiff and the Class were harmed by the alleged course of conduct. Accordingly, all Settlement Class Members share the same causes of action and are alleged to have suffered the same or similar harm. Rule 23(a)(2)’s requirement of a common question of law or fact is satisfied for settlement purposes.

3. Typicality

In considering typicality under Rule 23(a)(3), the court must determine whether “the named plaintiffs’ individual circumstances are markedly different or . . . the legal theory upon which the claims are based differs from that upon which the claims of other class members will perforce be

based.” *Johnston v. HBO Film Mgmt., Inc.*, 265 F.3d 178, 184 (3d Cir. 2001). Typicality does not require that all class members share identical claims. *Id.* So long as “the claims of the named plaintiffs and putative class members involve the same conduct by the defendant, typicality is usually established regardless of factual differences.” *Newton v. Merrill Lynch, Pierce, Fenner & Smith, Inc.*, 259 F.3d 154, 183-84 (3d Cir. 2001).

Typicality is readily established here for settlement purposes. The proposed Class Representative possessed a Class Vehicle with the same or similar warranties and experienced the same manner of engine turbocharger failure as a result of the alleged defect. Accordingly, the Class Representative alleges the same injury as the other Settlement Class Members, and the typicality requirement is satisfied.

4. Adequacy

The adequacy requirement has two components intended to ensure that the absent class members’ interests are protected: (a) the named plaintiffs’ interests must be sufficiently aligned with the interests of the class, and (b) the plaintiffs’ counsel must be qualified to represent the class. *GMC Truck*, 55 F.3d at 800. The adequacy requirements have been satisfied here.

As for the first component, the court must determine whether “the representatives’ interests conflict with those of the class.” *Johnston*, 265 F.3d at 185. There is no conflict between the proposed Class Representative and the Settlement Class, because, as with all members of the Settlement Class, Plaintiff seeks compensation for the same alleged defect in the Settlement Class Vehicles. Plaintiff has no interests that are antagonistic to or in conflict with the Settlement Class she seeks to represent and her alleged injuries are identical to those suffered by Settlement Class Members. *See Amchem*, 521 U.S. at 625-27 (courts look at whether the representatives’ interest are antagonistic to or in conflict with those of the class members).

As far as the adequacy of counsel is concerned, the Settlement Class is represented by KGG

and Sobran P.C., as Settlement Class Counsel. These firms are well-known in the class action field generally, and within automotive defect class litigation specifically, as demonstrated by the firm resumes submitted in connection with the Motion for Approval of An Award of Attorneys' Fees and Reimbursement of Expenses. *See* ECF #s 107-2, 107-4, 107-5. Accordingly, both prongs of the adequacy inquiry are satisfied.

B. The Rule 23(b)(3) Factors Are Met

In addition to meeting the requirements of Rule 23(a), the Settlement Class also must satisfy Rule 23(b)(3). The rule is satisfied here for settlement purposes. Questions of law or fact common to the Settlement Class Members predominate over any questions affecting only individual Settlement Class Members, especially in light of the proposed Settlement, which eliminates any individual issues. A class action is superior to other available methods for the fair and efficient adjudication of this controversy.

1. Predominance

Rule 23(b)(3) requires that “questions of law or fact common to class members predominate over any questions affecting only individual members.” As the Supreme Court explained in *Amchem*, “[p]redominance is a test readily met in certain cases alleging consumer [fraud].” 521 U.S. at 625. “Common issues predominate when the focus is on the defendants’ conduct and not on the conduct of the individual class members.” *In re Mercedes-Benz Antitrust Litig.*, 213 F.R.D. 180, 187 (D.N.J. 2003); *see also Amgen Inc. v. Conn. Ret. Plans & Tr. Funds*, 568 U.S. 455, 469 (2013) (“Rule 23(b)(3), however, does *not* require a plaintiff seeking class certification to prove that every ‘element of her claim is susceptible to classwide proof.’”); *Cnty. Bank*, 418 F.3d at 309 (predominance requirement satisfied where “[a]ll plaintiffs’ claims arise from the same alleged fraudulent scheme”; “[t]he presence of potential state law or federal claims that were not asserted by the named plaintiffs does not defeat a finding of predominance”).

Here, Plaintiff alleges that the Settlement Class Members have been injured by the same wrongful course of conduct. The common legal and factual questions, such as the existence of an engine turbocharger defect in connection with the Settlement Class Vehicles and Defendant's alleged knowledge of it, are at the core of the litigation and are focused on the actions of Defendant, not Plaintiff. *See Falco v. Nissan N. Am., Inc.*, 2016 WL 1327474 (C.D. Cal. Apr. 5, 2016) (finding predominance satisfied in case alleging a similar defect). Accordingly, predominance is satisfied for settlement purposes.

2. Superiority

Rule 23(b)(3) also requires that class resolution be “superior to other available methods for fairly and efficiently adjudicating the controversy.” The following factors are relevant to the superiority inquiry:

[A] [T]he class members' interests in individually controlling the prosecution or defense of separate actions, [B] the extent and nature of any litigation concerning the controversy already begun by or against class members, [C] the desirability or undesirability of concentrating the litigation of the claims in the particular forum, [D] the likely difficulties in managing a class action.

Id. at *7; *Danvers Motor Co. v. Ford Motor Co.*, 543 F.3d 141, 149 (3d Cir. 2008).

The superiority inquiry is simplified in the settlement context, because when certifying a settlement only class, the court need not inquire whether the case, if tried, would pose intractable management problems; one purpose of the settlement is not to have a trial. *Amchem*, 521 U.S. at 620. Moreover, “[f]or the purposes of settlement, concentrating litigation in one forum is desirable.” *Varacallo v. Mass. Mut. Life Ins. Co.*, 226 F.R.D. 207, 234 (D.N.J. 2005). In making this analysis, the district court may take the proposed settlement into consideration. *Prudential II*, 148 F.3d at 308; *Warfarin Sodium*, 391 F.3d at 529 (“When dealing with variations in state laws, the same concerns with regards to case manageability that arise with litigation classes are not present with settlement classes, and thus those variations are irrelevant to certification of a

settlement class.”).

Here, a class action is the superior method of resolving the Settlement Class Members’ claims for settlement purposes. All of the Settlement Class Members’ claims are based upon the same basic operative facts and legal standards. Further, the Settlement provides Settlement Class Members the ability to obtain predictable, certain, and definite compensatory relief promptly and incorporates well-defined claim and administrative procedures to assure due process for each Settlement Class Member. In contrast, individualized litigation carries with it great uncertainty, risk, and costs, and provides no guaranty that injured Settlement Class Members will obtain necessary and timely compensatory relief at the conclusion of the litigation.

VII. CONCLUSION

For the foregoing reasons, Plaintiffs’ motion for final approval of the Settlement should be granted.

Dated: November 4, 2025

Respectfully submitted,

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***Attorneys for Plaintiff and Conditionally
Certified Class***

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

JULIE KIMBALL,
Individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

Civil Action No. 2:22-cv-04163-JKS-MAH

VOLKSWAGEN GROUP OF AMERICA,
INC.,

Defendant.

**JOINT DECLARATION OF GARY S. GRAIFMAN AND THOMAS P. SOBRAN
IN SUPPORT OF FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

GARY S. GRAIFMAN and THOMAS P. SOBRAN declare pursuant to 28 U.S.C. §
1746 under the penalties of perjury as follows:

1. Gary S. Graifman (“Graifman”) is a shareholder of the law firm Kantrowitz, Goldhamer & Graifman, P.C. (“KGG”), and Thomas P. Sobran is the sole proprietor of Thomas P. Sobran, P.C. (“Sobran”) and together with KGG, “Settlement Class Counsel”. Each firm was appointed settlement class counsel by this Court pursuant to the Order granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”) entered May 30, 2025. *See* ECF # 106. In the Preliminary Approval Order, the Court also preliminarily approved the class action settlement, conditionally certified the class (as defined below) and approved the notice to be sent to settlement class members (“Settlement Class” or “Settlement Class Member(s)”). Plaintiff has separately filed a motion for an award of attorneys’ fees, reimbursement of expenses and for a service award for the Class Representatives. *See* ECF # 107 through 108 (“Attorneys’ Fee Motion”).

2. Settlement Class Counsel make this declaration in support of Plaintiff's Motion for Final Approval of Class Action Settlement ("Motion for Final Approval"). Graifman previously submitted a declaration in connection with Plaintiff's Motion for Preliminary Approval of Class Action Settlement ("Preliminary Approval Motion") (ECF # 100-2), and Settlement Class Counsel submitted a joint declaration in support of Plaintiff's Attorneys' Fee Motion (ECF # 107-2). This declaration supplements those prior declarations and provides additional information in support of the Motion for Final Approval.

3. Settlement Class Counsel were directly involved in, responsible for, and have personal knowledge of all aspects of this class action ("Action"). The date set for the Final Fairness Hearing and final approval of the settlement ("Settlement Agreement")¹ and final certification of the Settlement Class pursuant to the Preliminary Approval Order is December 4, 2025.

INTRODUCTION AND OVERVIEW

4. The Settlement Agreement resolving this Action provides substantial benefits to the Settlement Class (as described *infra*) and is the culmination of extensive arm's-length negotiations of a vigorously contested case where all parties were represented by experienced attorneys. This Action and Settlement Agreement involves present and former owners/lessees of certain specific Volkswagen and Audi brand vehicles, distributed by Volkswagen Group of America, Inc. and Audi of America, Inc. (collectively "VWGoA" or "Defendant") in the United States and Puerto Rico, equipped with Generation 1, Generation 2 or Generation 3 EA888 engines (as delineated in § I(X)(1)-(3) of the Settlement Agreement), and specifically identified by Vehicle Identification Number ("VIN") on VIN lists attached as Exhibits 4A-C to the Settlement

¹ Unless otherwise defined herein, capitalized terms have the same meaning as set forth in the Settlement Agreement which has been previously filed with the Court (ECF # 100-3) and is annexed hereto as **Exhibit "1."**

Agreement (“Class Vehicles”), incorporating allegedly defective turbochargers that prematurely failed. Class Vehicles are specifically identified in the Settlement Class notice sent to the Settlement Class Members.² The operative complaint (ECF # 85 through 85-9) (“Complaint”) alleges Class Vehicles have defective turbochargers that failed or malfunctioned, causing monetary loss. Plaintiffs alleged VWGoA concealed a defect in design, material, manufacturing, and/or workmanship in the class engine turbocharger which resulted in premature failure, forcing Plaintiffs to incur out of pocket costs to repair or replace the defective turbocharger, and causing turbocharger failure before the end of the useful life of the engine.

5. The Complaint also alleges VWGoA never disclosed the defect to Plaintiff or the Class. VWGoA is alleged to have improperly transferred the cost of repair and/or replacement of

² Settlement Class Vehicles are defined as specific Volkswagen and Audi brand vehicles, distributed by VWGoA in the United States and Puerto Rico, which are equipped with Generation 1, Generation 2 or Generation 3 EA888 engines (as delineated in (i)-(iii) below) and specifically identified by Vehicle Identification Number (“VIN”) on VIN lists that are attached as Exhibits 4A-C to the Settlement Agreement.

(i) Generation 1 Settlement Class Vehicles means certain of the following Settlement Class Vehicles equipped with Generation 1 EA888 engines: certain model year 2008-2014 VW GTI and Golf R vehicles, 2012-2013 VW Beetle vehicles, 2009 VW Jetta Sportwagen vehicles, 2008-2013 VW Jetta Sedan and GLI vehicles, 2009-2016 VW Eos vehicles, 2008-2010 VW Passat vehicles, 2009-2017 VW CC vehicles, 2009-2018 VW Tiguan vehicles, 2008-2009 Audi A3 11 vehicles, and 2015-2018 Audi Q3 vehicles, which are specifically identified by Vehicle Identification Number (“VIN”) on a VIN list that is attached as Exhibit 4A to the Agreement.

(ii) Generation 2 Settlement Class Vehicles means certain of the following Settlement Class Vehicles equipped with Generation 2 EA888 engines: 2009-2014 Audi A4 vehicles, 2010-2014 Audi A5 vehicles, 2013-2015 Audi A6 vehicles, 2011-2014 Audi Q5 vehicles, and 2011-2012 Audi TT vehicles, which are specifically identified by Vehicle Identification Number (“VIN”) on a VIN list that is attached as Exhibit 4B to the Agreement.

(iii) Generation 3 Settlement Class Vehicles means certain of the following Settlement Class Vehicles equipped with Generation 3 EA888 engines: 2015-2018 VW Golf vehicles, 2015-2021 VW GTI vehicles, 2015-2019 VW Golf R vehicles, 2015-2019 VW Golf Sportwagen and Alltrack vehicles, 2019-2024 VW Jetta GLI vehicles, 2019-2021 VW Arteon vehicles, 2018-2023 VW Atlas vehicles, 2020-2023 VW Atlas Cross Sport vehicles, 2015-2020 Audi A3, 2019-2024 Audi Q3 vehicles, and 2016-2023 Audi TT vehicles, which are specifically identified by Vehicle Identification Number (“VIN”) on a VIN list that is attached as Exhibit 4C to the Agreement.

the defective turbochargers to Plaintiff and Class Members by allegedly concealing the existence of the turbocharger defect. Engine turbocharger repairs cost upwards of approximately \$3,000.00 depending on the model and year of the Class Vehicle.

6. VWGoA maintains the putative Class Vehicles and their turbochargers function properly and are not defective, no applicable warranties (express or implied) were breached, no common law or legal duties or applicable statutes, laws, rules and/or regulations were violated. VWGoA also maintains the Class Vehicle engine turbochargers were properly designed, tested, manufactured, distributed, marketed, advertised, warranted, and sold, and that Plaintiffs and the putative class do not have valid claims for liability or damages.

7. Plaintiff and the Class in this Action are owners and/or lessees of Class Vehicles subject to EA888 engine turbocharger failure. Plaintiffs' extensive independent investigation into the alleged issues, and informal discovery (and the subsequent notice process) disclosed that there are approximately 1.7 million Settlement Class Vehicles nationwide. The Claims Administrator, JND Legal Administration ("JND" or the "Claims Administrator"), confirmed Settlement Class Member Notices were sent out on September 15, 2025 to 3,929,514 to past and present owners and lessees of Class Vehicles.

8. Attached hereto as **Exhibit 2** is the Declaration of Lara Jarjoura, Vice President of JND, dated October 31, 2025.

9. This Action was filed on June 21, 2022 (ECF # 1) asserting various individual and putative class claims on behalf of Plaintiff and a nationwide class and California state subclass. Prior to filing the initial complaint, Plaintiff's counsel conducted a thorough investigation into the instant claims and allegations. During the course of the action, the Plaintiff and Defendant exchanged disclosures and other information that enabled them to properly assess the strengths and weaknesses of their respective positions including all claims and defenses.

10. Class Counsel thus possessed a thorough understanding of the potential liability, damages, and class certification issues, which helped form the Parties' negotiations and shape the Settlement.

11. On September 15, 2022, Defendant filed a motion to dismiss the complaint (ECF # 20), which, after full briefing, was granted by the Court on March 2, 2023, with leave for Plaintiff to replead the claims in an amended complaint. *See* ECF # 29. On March 31, 2023, Plaintiff filed an amended complaint alleging substantially similar facts and class claims sounding in fraud, breach of express warranties, negligent misrepresentation, and various violations state consumer protection statutes. *See* ECF # 30. On May 15, 2023, Defendant filed a motion to dismiss the amended class action complaint (ECF # 33), which, on August 28, 2023, the Court granted in part and denied in part, with leave to replead. *See* ECF # 45. On October 6, 2023, Plaintiff filed a second amended class action complaint asserting parallel causes of action. *See* ECF # 51. On December 11, 2023, Defendant filed a motion to dismiss the second amended class action complaint (ECF # 60), which the Court granted in part and denied in part on September 3, 2024, again with leave to replead. *See* ECF # 78. On November 14, 2024, Plaintiff filed her third amended class action complaint—the operative Complaint. *See* ECF # 85. Plaintiff and VWGoA then commenced engaging in settlement discussions.

SETTLEMENT NEGOTIATIONS AND SETTLEMENT TERMS

12. The Settlement is the product of vigorous arm's-length negotiations over a substantial period of time. Counsel for the Parties held multiple negotiation sessions, which involved numerous communications via telephone, email and videoconference over the course of months. These negotiations allowed counsel on both sides to acquire adequate knowledge of the facts, issues, and the strengths or weaknesses of their respective positions. VWGoA also provided Settlement Class Counsel with relevant confirmatory discovery. VWGoA also contended, and

would no doubt continue to contend, that failures of the turbochargers were the result of normal and expected wear and tear that passenger vehicle engines experience over time and/or were the result of improper maintenance. VWGoA would likely continue to argue the durational limits of the existing turbochargers and engines are not procedurally or substantively unconscionable. The Parties ultimately came to agreement upon the specific terms and conditions of the formal Settlement Agreement, which was executed on January 6, 2025.³

13. Thereafter, the Parties engaged in mediation through the auspices of JAMS with an experienced mediator, Bradley Winter. Extensive negotiations through the mediator led to resolution of the attorney fee issue. VWGoA and Settlement Class Counsel agreed that Settlement Class Counsel may apply for the following fee, case expense reimbursement and class representative participation payments, subject to court review and approval: Plaintiff would submit a request for attorneys' fees and reimbursement of expenses in the amount of \$1.95 Million; and a participation service payment for the class representative of \$3,500.00. Both payments would be paid by VWGoA separately and not diminish class relief.

14. Since filing the Motion for Attorneys' Fees in September 2025, Settlement Class Counsel have incurred additional attorneys' fees and expenses related to the preparation and filing of the Motion for Final Approval and responding to numerous calls and emails from Settlement Class Members (and non-Settlement Class Members) concerning the Settlement.

15. The Court entered its Preliminary Approval Order and Notice Plan on May 30, 2025 (ECF # 106). The Notice Plan was implemented in accordance with the Preliminary Approval

³ Only after the terms of the Settlement were finalized did the Parties begin negotiations for attorneys' fees and expenses. Plaintiffs' Motion for an Award of Attorneys' Fees, Reimbursement of Expenses, and Plaintiff's Service Award ("Motion for Attorneys' Fees"), filed on September 30, 2025, describes, among other things, the vigorous, arms'-length negotiations the Parties engaged in with the help of JAMS mediator Bradley Winters to arrive at that separate agreement. ECF # 107-08.

Order in September 2025.

16. After approximately three years of contentious litigation and settlement negotiations, and with the assistance of this Court, Settlement Class Counsel achieved an exceptional result for Settlement Class Members in extending the warranty for Class Vehicles. The Settlement benefits members whose vehicles have experienced turbocharger failure prior to the notice date and within 8.5 years or 85,000 miles (whichever occurred first) from the respective vehicle's in-service date, paid out-of-pocket expense to repair or replace a turbocharger failure will receive 50% of the qualified amount paid. Additionally, the Settlement benefits Settlement Class Members in the event their vehicles experience turbocharger failure after the notice date and within that 8.5 year or 85,000-mile period. The claims period for Settlement Class Members to request reimbursement under the Settlement Agreement runs through 75 days after the September 15, 2025 Notice Date and provides more than a reasonable period of time to request reimbursement relief. (ECF # 106). The Settlement terms also provide a reasonable period within which Settlement Class Members can cure any deficiencies in the proof submitted in support of their reimbursement claims.⁴

17. The nationwide settlement will resolve all claims before this Court. The Settlement Agreement consists of two distinct programs: a reimbursement program to compensate Settlement Class Members for a meaningful portion of the out-of-pocket payments made for past turbocharger repairs or replacements, within the time and mileage schedule described below and a warranty extension that enlarges the warranty for defective or malfunctioning turbochargers for a period of 8.5 years or 85,000 miles (whichever occurs first) of the vehicle in-service date. Under the reimbursement portion of the Settlement Agreement, VWGoA agrees to reimburse the specified

⁴ The Settlement terms are more particularly described in the memorandum in support of this motion filed concurrently and the Settlement Agreement § II.

percentage of the paid repair invoice amount for the covered part(s) and labor for repair or replacement of the turbochargers within 8.5 years or 85,000 miles (whichever occurs first) from the Settlement Class Vehicle's in-service Date and prior to the Notice Date. *See* Settlement Agreement at § II.

18. To obtain monetary benefits, Settlement Class Members submit a simple claim form (included in the notice packets with the Class Notice), with the required documentary proof (repair records and receipts) showing, *inter alia*, the existence of a turbocharger failure or malfunction, the amount paid for the repairs necessitated by a failed turbocharger, proof of ownership and reasonable adherence to the vehicle's engine maintenance schedule. The Settlement Agreement allows for reimbursement of fifty percent (50%) of the past paid out-of-pocket expense for one repair or replacement of the failed or malfunctioned turbocharger per Class Vehicle. *Id.*⁵

19. Settlement Class Members may also file a claim form electronically online at the settlement website's claims portal at www.TurboClassSettlement.com. The settlement website provides links to relevant case documents including copies of the Preliminary Approval Order, Class Notice, claim form and papers filed in connection with this Plaintiff's Motion for Attorney's Fees.

Extended Warranty Benefits

20. The Settlement Agreement also provides another valuable benefit to eligible Settlement Class Members by extending the New Vehicle Limited Warranties ("NVLW") to cover fifty percent (50%) of Settlement Class Vehicle turbocharger repairs or replacements by an authorized Audi dealer (if an Audi vehicle) or Volkswagen dealer (if a VW vehicle), of a failed or

⁵ If the invoice does not specify the turbocharger repair or placement was the result of a failed wastegate or fork head, there is still a reimbursement, at an amount of 40%.

malfunctioning turbocharger of said vehicle if the cause of the failure or malfunction was that the wastegate failed due to fork head and/or link pin corrosion, for a period of 8.5 years or 85,000 miles (whichever occurs first) from the in-service date of the Settlement Class Vehicle. If, as of the Notice Date, a Generation 3 Settlement Class Vehicle is more than 8.5 years of age from its In-Service Date, then the Warranty Extension's time duration for that vehicle will be extended until sixty (60) days after the Notice Date or 85,000 miles from vehicle's the 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. The Warranty Extension shall not cover or apply to turbocharger/wastegate failures or malfunctions due to abuse, misuse, alteration or modification, lack of proper maintenance, a collision or crash, vandalism and/or other impact, or damage from an outside source.

21. As discussed earlier, there are approximately 1.7 million Class Vehicles. Approximately 3,929,514 Class Notices were sent advising Class Vehicle owners of the proposed Settlement. To date, *only* 16 objections and 265 exclusion requests have been received by Settlement Class Counsel and/or the Claim Administrator, showing clearly that the Settlement Class overwhelmingly favors this Settlement. Class Counsel will respond to any such objections in the subsequent filing scheduled for such responses which is due November 19th, 2025.

22. Additionally, in response to the CAFA Notices sent by JND (*see* Exhibit 2 at ¶ 5), neither the United States Attorney General nor any of the state officials objected to, or in any way have taken issue with any aspect of this settlement.

23. Settlement Class Counsel estimate the value of the Settlement's benefit on a class wide basis to be a conservatively estimated minimum of approximately \$9.89 million, not including the costs of Class Notice and administration.

24. The warranty extension afforded to owners and lessees as a result of the Settlement is from eight and one-half (8.5) years or 85,000 miles (whichever comes first) which adds one (1) additional year to the warranty and an additional 15,000 miles (the NVLW was, pre-settlement, seven (7) years or 70,000 miles, whichever occurred first).

25. Class Counsel estimate owners or lessees of approximately between 7,183 to 14,367 Class Vehicles will file a claim to seek reimbursement under the Settlement or resort to future warranty under the prospective warranty program under the Settlement. This is based on the historical incident rate for repairs occurring during the original NVLW warranty periods for the various class vehicle generations of the subject EA888 engine turbocharger. It is respectfully submitted that this number is a conservative estimate since, given as the vehicles age, the additional time and mileage manifests turbocharger failures more frequently.

26. Based on this data and using the 50% reimbursement for a qualified repair, Class Counsel believe the total value of the Settlement is conservatively estimated to be \$9.89 million.

27. Moreover, the same Class Counsel here represented plaintiffs in *In re Volkswagen Timing Chain Prod. Liab. Litig.*, 2018 WL 11413299 (D.N.J. Dec. 14, 2018), a lawsuit also involving the EA888 engine in certain earlier model Volkswagen and Audi vehicles.

28. With the unique perspective, Class Counsel were able to assess the risks and benefits of the current litigation and gauge the resources, time, and expenses required to litigate this action through trial instead of a settlement that provides immediate and significant benefits to potentially millions of vehicle owners.

29. If this Action continued, Class Members might have received nothing if future rulings were unfavorable to the Class.

30. Class Counsel are proud of this Settlement, which is fair, reasonable, and adequate and should be approved.

Executed under the penalties of perjury this 4th day of November, 2025.


GARY S. GRAIFMAN

s/ Thomas P. Sobran
THOMAS P. SOBRAN

EXHIBIT 1

CLASS SETTLEMENT AGREEMENT

This Class Settlement Agreement (the “Settlement Agreement” or the “Agreement”), is made and entered into as of this 6th day of January, 2025, by and between Plaintiff Julie Kimball (“Plaintiff”), individually and as representative of the Settlement Class defined below, and Volkswagen Group of America, Inc. (“VWGoA”) (“Defendant”) (all collectively referred to as the “Parties”).

WHEREAS, on June 21, 2022, Plaintiff filed a putative class action entitled *Julie Kimball, on behalf of herself and all others similarly situated v. Volkswagen Group of America, Inc., et al.*, 2:22-cv-04163-JMV-MAH, United States District Court, District of New Jersey, asserting various individual and putative class claims relating to the turbochargers of the putative class vehicles (hereinafter, “the Action”);

WHEREAS, VWGoA filed Motions to Dismiss Plaintiffs’ original and amended class action complaints (ECF 20, 33, and 60) which were fully briefed, and decided by Orders of this Court dated March 2, 2023 (ECF 28), August 28, 2023 (ECF 45), and September 3, 2024 (ECF 78);

WHEREAS, VWGoA denies Plaintiff’s allegations and claims with respect to both liability and damages, and maintains, *inter alia*, that the putative class vehicles and their turbochargers function properly and are not defective, that no applicable warranties (express or implied) were breached, that no common law or legal duties or applicable statutes, laws, rules and/or regulations were violated, that the subject vehicles’ components and systems were properly designed, tested, manufactured, distributed, marketed, advertised, warranted, and sold, and that the Action is not suitable for class treatment if it were to proceed 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 were asserted or could have been asserted in the Action by or on behalf of Plaintiff and members of the Settlement Class;

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

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

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

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

I. DEFINITIONS

A. "Action"

"Action" refers to the putative class action entitled *Julie Kimball, on behalf of herself and all others similarly situated v. Volkswagen Group of America, Inc., et al.*, 2:22-cv-04163-JMV-MAH, pending in the United States District Court for the District of New Jersey.

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

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

C. “Claim Administrator” or “Settlement Administrator”

The “Claim Administrator” or “Settlement Administrator” shall mean JND Legal Administration.

D. “Claim” or “Claim for Reimbursement”

“Claim” or “Claim for Reimbursement” means the timely and proper mailing or submission online, to the Claim Administrator, of the required fully completed, signed, and dated Claim Form, together with all required Proof of Repair Expense documents (as defined in Section I.S. of this Agreement), and to the extent required under the terms of this Settlement, Proof of Adherence to Maintenance Requirements (as defined in Section I.R. of this Agreement) and other required documentation, in which a Settlement Class Member (as defined in Section I.V. of this Agreement) seeks to claim reimbursement for a percentage of certain past paid and unreimbursed out-of-pocket repair expenses pursuant to the terms, conditions and limitations set forth in Section II.B. of this Settlement Agreement.

E. “Claim Form”

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

F. “Claim Period”

“Claim Period” means the period of time within which a Claim for Reimbursement under this Settlement must be mailed (postmarked) or submitted online to the Claim Administrator, which period shall expire seventy-five (75) days after the Notice Date.

G. “Class Counsel” or “Plaintiff’s Counsel”

“Class Counsel” or “Plaintiff’s Counsel” shall mean Kantrowitz, Goldhamer & Graifman, P.C. and Thomas P. Sobran, P.C.

H. “Class Notice”

“Class Notice” means the postcard Class Notice that will be mailed to the Settlement Class, which will be substantially in the form attached hereto as Exhibit 2, and the long form Class Notice that will be made available on the Settlement Website, which will be substantially in the form attached hereto as Exhibit 3.

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

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

J. “Court”

“Court” means the United States District Court for the District of New Jersey, located in Newark, New Jersey.

K. “Defense Counsel”

“Defense Counsel” means 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 service/incentive payments, have expired or been completely exhausted in such a manner as to affirm such Final Order and Judgment. “Appellate rights” will presumptively be deemed to have expired or been completely exhausted if after thirty (30) days after the Judgment is filed, no Notice of Appeal has been filed by any class member.

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 a Class Representative Service Award.

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 this 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 the Class Notice of this Settlement to the Settlement Class, substantially in the form attached hereto as Exhibit 2. The Notice Date shall be a date that is up to one-hundred (100) days after the Court enters a Preliminary Approval Order.

R. “Proof of Adherence to Maintenance Requirements”

“Proof of Adherence to Maintenance Requirements” means original or legible copies of documents or records evidencing the Settlement Class Member’s adherence to the oil maintenance aspects of the Settlement Class Vehicle’s maintenance schedule set forth in the Warranty and Maintenance Booklet during the time he/she/it owned and/or leased the vehicle up to the date/mileage of the covered repair or replacement, within a variance of ten percent (10%) of each scheduled time and mileage oil maintenance interval. If, however, the Settlement Class Member is unable to obtain said documents or records despite a good faith effort to obtain them, the Settlement Class Member may submit a Declaration, signed under penalty of perjury, detailing: (i) the good faith efforts that were made to obtain the records including why the records are not available, and (ii) attesting to adherence to the oil maintenance aspects of the vehicle’s maintenance schedule during the time he/she/it owned or leased the vehicle, up to the date and mileage of the covered repair or replacement, within the ten percent (10%) variance set forth above.

S. “Proof of Repair Expense”

“Proof of Repair Expense” shall mean all of the following: (1) an original or legible copy of the repair invoice for the subject repair, containing the claimant’s name, the make and model and Vehicle Identification Number (VIN) of the Settlement Class Vehicle, the name and address of the dealer or repair shop that performed the repair covered under this Agreement, the date of

the covered repair and vehicle mileage at the time of the repair, a description of the repair work including the parts repaired or replaced and a breakdown of parts and labor costs of the covered repair and demonstrating that the repair is, in fact, a covered repair under this Agreement; (2) proof of payment of, and the amount paid for, the covered repair; (3) a declaration, signed by the Settlement Class Member under penalty of perjury, confirming that he/she/it did not alter or modify, or have another person or entity alter or modify, the vehicle's engine prior to the covered repair, and (4) if the person claiming reimbursement is not the person to whom the Class Notice was mailed, proof of ownership or lease of the Settlement Class Vehicle at the time of the covered repair. Any cash payment may be verified by an invoice marked "paid" if the invoice is from an authorized dealer or, if from an independent repair facility (e.g., not an authorized dealer) by an invoice marked "paid" and a declaration from the independent repair facility confirming the payment amount received. In addition, if the covered repair was performed within the vehicle's original NVLW time/mileage period by a facility that was not an authorized Audi or VW dealer, then in addition to the above requirements, the Settlement Class Member must submit records showing that he/she/it first attempted to have the repair completed at an authorized dealer but the dealer refused to or was unable to complete the repair under the warranty. If such records could not be obtained after a good faith effort to obtain them, the Settlement Class Member may submit a declaration signed under penalty of perjury to that effect and setting forth the good faith effort(s) made to obtain the records.

T. "Released Claims" or "Settled Claims"

"Released Claims" or "Settled Claims" means any and all claims, causes of action, demands, debts, suits, liabilities, obligations, damages, entitlements, losses, actions, rights of action, costs, expenses, and remedies of any kind, nature and description, whether known or unknown, asserted or unasserted, foreseen or unforeseen, and regardless of any legal or equitable

theory, existing now or arising in the future, by Plaintiff and any and all Settlement Class Members (including their successors, heirs, assigns and representatives) which, in any way, arise from, involve or relate to the Settlement Class Vehicles' turbochargers (and any of their component and related parts including wastegate linkages and actuators), including but not limited to all matters, issues, claims, and requests for damages or other relief that were asserted or could have been asserted in the Action, and all claims, causes of action, demands, debts, suits, liabilities, obligations, damages, entitlements, losses, consequential damages or losses, actions, rights of action and remedies of any kind, nature and description, arising under any state, federal or local statute, law, rule and/or regulation including any consumer protection, consumer fraud, unfair or deceptive business or trade practices, false or misleading advertising, and/or other sales, marketing, advertising and/or consumer statutes, laws, rules and/or regulations, under any common law cause of action or theory, and under any legal or equitable causes of action or theories whatsoever, and on any basis whatsoever including tort, contract, products liability, express warranty, implied warranty, negligence, fraud, misrepresentation, concealment, false or misleading advertising or marketing, unfair, deceptive and/or inequitable business practice, consumer protection, express or implied covenants, restitution, quasi-contract, unjust enrichment, injunctive relief of any kind and nature, including, but not limited, to the California Consumer Legal Remedies Act, California Unfair Competition Law, the Song-Beverly Consumer Warranty Act, the Magnuson-Moss Warranty Act, each and every federal, state and local consumer protection, consumer fraud, deceptive trade practices, unfair practices, false advertising, and/or related statute, law, rule and regulation in the United States and Puerto Rico, all other or similar federal, state or local statutes, laws, rules or derivations thereof, any state Lemon Laws, secret warranty, and/or any other theory of liability and/or recovery whatsoever, whether in law or in

equity, and for any and all injuries, losses, damages, remedies (legal or equitable), costs, recoveries or entitlements of any kind, nature and description, under statutory and/or common law, and including, but not limited to, compensatory damages, economic losses or damages, exemplary damages, punitive damages, statutory damages, statutory penalties or rights, restitution, unjust enrichment, injunctive relief, costs, expenses, counsel fees, and any other legal or equitable relief or theory of relief. This Settlement Agreement expressly exempts claims for personal injuries and property damage (other than for damage to the Settlement Class Vehicle itself).

U. “Released Parties”

“Released Parties” means Volkswagen Group of America, Inc., Volkswagen AG, Audi AG, Audi of America LLC, Volkswagen International America, Inc., Audi of America, Inc., Volkswagen de México S.A. de C.V., Volkswagen Group of America Chattanooga Operations, LLC, Volkswagen Credit, Inc.; all designers, manufacturers, suppliers, assemblers, distributors, importers, retailers, marketers, advertisers, testers, inspectors, sellers, component suppliers, lessors, warrantors, dealers, repairers and servicers of the Settlement Class Vehicles and each of their component parts and systems; all of their past and present directors, officers, shareholders, principals, partners, employees, agents, servants, assigns and representatives; and all of the aforementioned persons’ and entities’ attorneys, insurers, trustees, vendors, contractors, heirs, executors, administrators, successors, successor companies, parent companies, subsidiary companies, affiliated companies, divisions, trustees and representatives.

“Settlement Class” or “Settlement Class Members”

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

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.

W. “Settlement Class Representative”

“Settlement Class Representative” means Plaintiff Julie Kimball.

X. “Settlement Class Vehicles”

“Settlement Class Vehicles” collectively means certain specific Volkswagen and Audi brand vehicles, distributed by VWGoA in the United States and Puerto Rico, which are equipped with Generation 1, Generation 2 or Generation 3 EA888 engines (as delineated in X(1)-(3) below) and specifically identified by Vehicle Identification Number (“VIN”) on VIN lists that are attached as Exhibits 4A-C to this Agreement.

(1) “Generation 1 Settlement Class Vehicles” means certain of the following Settlement Class Vehicles equipped with Generation 1 EA888 Engines: certain model year 2008-2014 VW GTI and Golf R vehicles, 2012-2013 VW Beetle vehicles, 2009 VW Jetta Sportwagen vehicles, 2008-2013 VW Jetta Sedan and GLI vehicles, 2009-2016 VW Eos vehicles, 2008-2010 VW Passat vehicles, 2009-2017 VW CC vehicles, 2009-2018 VW Tiguan vehicles, 2008-2009 Audi A3

vehicles, and 2015-2018 Audi Q3 vehicles, which were distributed by VWGoA in the United States and Puerto Rico and specifically identified by Vehicle Identification Number (“VIN”) on a VIN list that is attached as Exhibit 4A to this Agreement.

(2) “Generation 2 Settlement Class Vehicles” means certain of the following Settlement Class Vehicles equipped with Generation 2 EA888 Engines: certain model year 2009-2014 Audi A4 vehicles, 2010-2014 Audi A5 vehicles, 2013-2015 Audi A6 vehicles, 2011-2014 Audi Q5 vehicles, and 2011-2012 Audi TT vehicles, which were distributed by VWGoA in the United States and Puerto Rico and specifically identified by Vehicle Identification Number (“VIN”) on a VIN list that is attached as Exhibit 4B to this Agreement.

(3) “Generation 3 Settlement Class Vehicles” means certain of the following Settlement Class Vehicles equipped with Generation 3 EA888 Engines: certain model year 2015-2018 VW Golf vehicles, 2015-2021 VW GTI vehicles, 2015-2019 VW Golf R vehicles, 2015-2019 VW Golf Sportwagen and Alltrack vehicles, 2019-2024 VW Jetta GLI vehicles, 2019-2021 VW Arteon vehicles, 2018-2023 VW Atlas vehicles, 2020-2023 VW Atlas Cross Sport vehicles, 2015-2020 Audi A3, 2019-2024 Audi Q3 vehicles, and 2016-2023 Audi TT vehicles, which were distributed by VWGoA in the United States and Puerto Rico and specifically identified by Vehicle Identification Number (“VIN”) on a VIN list that is attached as Exhibit 4C to this Agreement.

II. SETTLEMENT CONSIDERATION

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

A. Warranty Extension for Current Owners and Lessees of Generation 3 Settlement Class Vehicles

Effective on the Notice Date, for Generation 3 Settlement Class Vehicles, VWGoA will extend the New Vehicle Limited Warranties (NVLWs) to cover fifty percent (50%) of the cost of repair or replacement (parts and labor), by an authorized Audi dealer [if an Audi vehicle] or Volkswagen dealer [if a VW vehicle], of a failed or malfunctioning turbocharger of said vehicle if the cause of the failure or malfunction was that the wastegate failed due to fork head and/or link pin corrosion, during a period of up to 8.5 years or 85,000 miles (whichever occurs first) from said Settlement Class Vehicle's In-Service Date.

If, as of the Notice Date, a said Generation 3 Settlement Class Vehicle is more than 8.5 years of age from its In-Service Date, then this Warranty Extension's time duration for that vehicle will be extended until sixty (60) days after the Notice Date or 85,000 miles from vehicle's the In-Service Date, whichever occurs first, subject to the same conditions and limitations set forth above.

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

The Warranty Extension shall not cover or apply to turbocharger/wastegate failures or malfunctions due to abuse, misuse, alteration or modification, lack of proper maintenance, a collision or crash, vandalism and/or other impact, or damage from an outside source.

B. Reimbursement of Certain Past Paid (and Unreimbursed) Out-Of-Pocket Repair Expenses (All Settlement Class Vehicles)

1. Reimbursement: Settlement Class Members who timely mail to the Settlement Claim Administrator a Claim for Reimbursement (fully completed, dated and signed Claim Form together with all Proof of Repair Expense and other required documentation) shall be eligible for

reimbursement of fifty percent (50%) of the past paid out-of-pocket expense for one (1) repair or replacement (parts and labor) of a failed or malfunctioned turbocharger of a Settlement Class Vehicle that was performed and paid for prior to the Notice Date and within 8.5 years or 85,000 miles (whichever occurred first) from said vehicle's In-Service date, if:

(i) for a Generation 1 Settlement Class Vehicle or Generation 2 Settlement Class Vehicle, the past paid turbocharger repair or replacement was due to the wastegate having no longer functioned properly because of wear at the link plate and pin, and

(ii) for a Generation 3 Settlement Class Vehicles, the past paid turbocharger repair or replacement was due to the wastegate having failed because of fork head and/or link pin corrosion.

However, if the Proof of Repair Expense documentation does not specifically state that the reason for the past paid turbocharger repair or replacement was due to II.B.(1)(i) above (for a Generation 1 Settlement Class Vehicle or Generation 2 Settlement Class Vehicle), or II.B.(1)(ii) above (for a Generation 3 Settlement Class Vehicle), then the reimbursement for the one (1) covered repair will be forty percent (40%) of the past paid invoice amount (parts and labor) provided that, in addition to the Proof of Repair Expense, the Settlement Class Member also submits, with his/her/its Claim for Reimbursement, the Proof of Adherence to Maintenance Requirements documentation.

If the past paid covered repair for which reimbursement under this Section is sought was not performed by an authorized Audi dealer (if an Audi vehicle) or Volkswagen dealer (if a VW vehicle), then the maximum paid invoice amount to which the applicable reimbursement percentage shall be applied shall not exceed \$3,850.

If the past paid covered repair for which reimbursement is sought under this Section was performed within the Settlement Class Vehicle's original NVLW time and mileage period, but not

by an authorized Audi or Volkswagen dealer, then the Settlement Class Member must also submit with his/her/its Claim, in addition to the Proof of Repair Expense and Proof of Adherence to Maintenance Requirements (if applicable), documentation such as a written estimate or invoice, or if documents are not available after a good-faith effort to obtain them, a Declaration signed under penalty of perjury, confirming that the Settlement Class Member first attempted to have the said repair performed by an authorized Audi or Volkswagen dealer, but the dealer declined or was unable to perform the repair free of charge pursuant to the NVLW.

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

2. Limitations and Other Conditions:

a. Any reimbursement under Section II.B.1. shall be reduced by goodwill or other amount or concession paid by an authorized Audi or 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. Defendant shall not be responsible for, and shall not warrant, any repair/replacement work that was not performed by an authorized Audi or Volkswagen dealer.

c. Reimbursement under Section II.B.1. shall not apply to turbocharger/wastegate failures that were caused by abuse, misuse, alteration or modification, lack of proper maintenance, a collision or crash, vandalism and/or other impact or outside source.

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

a. In order to submit a valid and timely Claim for Reimbursement pursuant to Section II.B. of this Agreement, the Settlement Class Member must mail by first-class U.S. mail to the

Settlement Claim Administrator, postmarked no later than 75-days after the Notice Date, or submit to the Settlement Claim Administrator online through the Settlement Website no later than 75-days after the Notice Date, a fully completed, signed and dated Claim Form, together with the required Proof of Repair Expense, Proof of Adherence to Maintenance Requirements (if applicable), and any other documentary proof required under this Agreement.

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

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

III. CLAIMS ADMINISTRATION

A. Costs of Administration and Notice

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

B. Claim Administration

1. Only timely Claims that are complete and which satisfy the Settlement criteria for reimbursement can be approved for payment. For each approved reimbursement claim, the Claim Administrator, on behalf of VWGoA, shall mail to the Settlement Class Member, at the address listed on the Claim Form, a reimbursement check to be sent within one hundred fifty (150)

days of the date of receipt of the completed Claim, or within one hundred fifty (150) days of the Effective Date, whichever is later. The reimbursement checks shall remain valid for 180 days. The Settlement Class Member may make one (1) request for reissuance of an expired un-negotiated check from the Claims Administrator within 225 days of its original issuance.

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

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

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

Settlement, whether the denial should be modified if it is not correct, and/or whether any disputed issues can amicably be resolved. The Claim Administrator will thereafter advise the Settlement Class Member of the attorney review determination, which shall be binding and not appealable.

IV. NOTICE

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

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

1. On an agreed upon date with the Claim Administrator, but in no event more 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 postcard Class Notice will also direct Settlement Class Members to the Settlement Website where they can obtain further information about the Settlement, their applicable rights and deadlines, and to review and download the long form Class Notice, substantially in the form attached hereto as Exhibit 3, and other documentation about the Settlement. Defendant VWGoA may format the Class Notice in such a way as to minimize the cost of the mailing, so long as Settlement Class Members can reasonably read it and Class Counsel approves all changes and formatting. The Claim Administrator shall be responsible for mailing of the Class Notice.

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

3. Prior to mailing the 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 all such postcard Class Notices where a forwarding address has been provided. For the remaining undeliverable notice packets where no forwarding address is provided, the Claim Administrator shall perform an advanced address search (e.g., a skip trace) and re-mail any undeliverable to the extent any new and current addresses are located.

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

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

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

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

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

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

V. RESPONSE TO NOTICE

A. Objection to Settlement

Any Settlement Class Member who intends to object to the fairness of this Settlement Agreement and/or to Class Counsel's Fee and Expense Application must, by the date specified in

the Preliminary Approval Order, which date shall be approximately thirty (30) days after the Notice Date, either (i) file any such objection, together with any supporting briefs and/or documents, with the Court either in person at the Clerk's Office of the United States District Court for the District of New Jersey, located at Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Newark, NJ 07101, or (ii) file same via the Court's electronic filing system, or (iii) if not filed in person or via the Court's electronic system, then, by U.S. first-class mail postmarked within the said 30-day deadline, mail the objection, together with any supporting briefs and/or documents, to the United States District Court for the District of New Jersey, located at Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Newark, NJ 07101, and also, by U.S. first-class mail postmarked within said deadline, serve same upon the following counsel for the Parties: Gary S. Graifman, Esq., Kantrowitz, Goldhamer & Graifman PC, 135 Chestnut Ridge Road, Suite 200, Montvale, NJ 07645, on behalf of Plaintiff, and Michael B. Gallub, Esq., Shook, Hardy & Bacon L.L.P., 1 Rockefeller Plaza, Suite 2801, New York, New York 10020, on behalf of Defendant.

1. Any objecting Settlement Class Member must include with his or her objection:
 - (a) the objector's full name, address, and telephone number,
 - (b) the model, model year and Vehicle Identification Number of the Settlement Class Vehicle, along with proof that the objector has owned or leased the Settlement Class Vehicle (i.e., a true copy of a vehicle title or registration);
 - (c) a written statement of all grounds for the objection accompanied by any legal support for such objection; and
 - (d) copies of any papers, briefs, or other documents upon which the objection is based and are pertinent to the objection;

(e) the name and address of the lawyer(s), if any, who is/are representing the objecting Settlement Class Member in making the objection;

(f) a statement of whether the objecting Settlement Class Member intends to appear at the Final 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, and/or the objector's counsel, to any class action settlements in any court in the United States in the previous five (5) years, including the full case name with jurisdiction in which it was filed and the docket number. If the Settlement Class Member and/or his/her/its counsel has not objected to any other class action settlement in the United States in the previous five years, then he/she/it shall affirmatively so state in the objection.

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

3. Subject to the approval of the Court, any Settlement Class Member may appear, in person or by counsel, at the Final Fairness Hearing in support of Settlement approval or to explain the bases for a timely filed objection to final approval of the proposed Settlement and/or to any motion for Class Counsel Fees and Expenses or service award. In order to appear at the Final Fairness Hearing, the Settlement Class Member must, no later than the objection deadline, file with the Clerk of the Court, and serve upon all counsel designated in the Class Notice, a Notice of Intention to Appear at the Final Fairness Hearing. The Notice of Intention to Appear must include

copies of any papers, exhibits, or other evidence and identity of any witnesses that the Settlement Class Member (or the Settlement Class Member's counsel) intends to present to the Court in connection with the Final Fairness Hearing. Any Settlement Class Member who does not provide a Notice of Intention to Appear in accordance with the deadline and other specifications set forth in the Class Notice, shall be deemed to have waived and relinquished any right to appear, in person or by counsel, at the Final Fairness Hearing.

B. Request for Exclusion from the Settlement

1. Any Settlement Class Member who wishes to be excluded from the Settlement Class must timely mail a request for exclusion ("Request for Exclusion") to the Claim Administrator, Class Counsel and Defense Counsel, at the addresses specified in the Class Notice, by first-class U.S. mail postmarked no later than the deadline set forth below and specified in the Preliminary Approval Order. To be effective, the Request for Exclusion must be timely mailed and contain all of the following:

- (a) 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 Settlement Class Members is or was the owner or lessee of the Settlement Class Vehicle; and
- (c) specifically and unambiguously state his/her/its desire to be excluded from the Settlement Class.

2. Any Request for Exclusion must be postmarked on or before the deadline set by the Court, which date shall be approximately thirty (30) days after the Notice Date, and mailed to all of the following: the Claims Administrator, Gary S. Graifman, Esq., Kantrowitz, Goldhamer & Graifman PC, 135 Chestnut Ridge Road, Suite 200, Montvale, NJ 07645, on behalf of Class Counsel, and Michael B. Gallub, Esq., Shook, Hardy & Bacon L.L.P., 1 Rockefeller Plaza, Suite

2801, New York, NY 10020, on behalf of Defense Counsel. Any Settlement Class Member who fails to timely and properly mail a complete Request for Exclusion containing all required information shall not be excluded from the Settlement and shall be subject to and bound by this Settlement Agreement, the Release, and every order or judgment entered relating to this Settlement Agreement.

3. Class Counsel and Defense Counsel will review the purported Requests for Exclusion and determine whether they meet the requirements of a valid and timely Request for Exclusion. Any communications from Settlement Class Members (whether styled as an exclusion request, an objection or a comment) as to which it is not readily apparent whether the Settlement Class Member meant to exclude himself/herself/itself from the Settlement Class will be evaluated jointly by counsel for the Parties, who will make a good faith evaluation, if possible. Any uncertainties about whether a Settlement Class Member is requesting exclusion from the Settlement Class will be submitted to the Court for resolution. The Claim Administrator will maintain a database of all Requests for Exclusion, and will send written communications memorializing those Requests for Exclusion to Class Counsel and Defense counsel. The Claim Administrator shall report the names of all such persons and entities requesting exclusion, and the VINs of the Settlement Class Vehicles owned or leased by the persons and entities requesting exclusion, to the Court, Class Counsel and Defense Counsel at least eighteen (18) days prior to the Final Fairness Hearing, and the list of persons and entities deemed by the Court to have timely and properly excluded themselves from the Settlement Class will be attached as an exhibit to the Final Order and Judgment.

VI. WITHDRAWAL FROM SETTLEMENT

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

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

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

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

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

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

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

VII. ADMINISTRATIVE OBLIGATIONS

A. In connection with the administration of the Settlement, the Claim Administrator shall maintain a record of all contacts from Settlement Class Members regarding the Settlement, any Claims submitted pursuant to the Settlement and any responses thereto. The Claim Administrator, on a monthly basis, shall provide to Class Counsel and Defense Counsel summary information concerning the number of Claims made, number of Claims approved, the number of

Claims denied, the number of Claims determined to be deficient, and total dollar amount of payouts on Claims made, such that Class Counsel and Defense Counsel may inspect and monitor the claims process.

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

VIII. SETTLEMENT APPROVAL PROCESS

A. Preliminary Approval of Settlement

Promptly after the execution of this Settlement Agreement, Class Counsel shall present this Settlement Agreement to the Court, along with a motion requesting that the Court issue a Preliminary Approval Order substantially in the form attached as Exhibit 5.

B. Final Approval of Settlement

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

2. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. Such best efforts shall

include taking all reasonable steps to secure entry of a Final Order and Judgment, as well as supporting the Settlement and the terms of this Settlement Agreement through any appeal.

C. Plaintiff's Application for Reasonable Class Counsel Fees and Expenses and Class Representative Service Award

1. If the Court grants Preliminary Approval of the Settlement, Class Counsel has stated their intent to make an application for reasonable Class Counsel Fees and Expenses and for a reasonable service award for Settlement Class Representative Plaintiff Julie Kimball (hereinafter, "Fee and Expense Application"), to which Defendant may respond as appropriate. The scheduling of such Fee and Expense Application and any response by Defendant shall be agreed by the Parties and subject to the Court's approval. Prior to Class Counsel's filing of a Fee and Expense Application, the Parties shall discuss the matters in good faith to ascertain if any agreements can be reached with respect thereto, and submit to the Court an agreed schedule for (i) the timing and briefing of the Fee and Expense Application and Defendant's response, and (ii) if the Parties are unable to reach agreement on Class Counsel Fees and Expenses and/or the Settlement Class Representative Service Award, the fact and expert discovery on the issues relevant to the Fee and Expense Application that will be conducted prior to the time that Defendant must file its response. If the Parties cannot agree, then such scheduling and/or discovery matters shall be submitted to the Court for resolution.

2. The Court's determination of the Fee and Expense Application shall be subject to rights of appeal by any of the Parties.

3. The procedure for, and the grant, denial, allowance or disallowance by the Court of, the Fee and Expense Application are not part of the Settlement, and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the Settlement. Any order or proceedings relating solely to the Fee and Expense Application, or

any appeal from any order related thereto or reversal or modification thereof, will not operate to terminate or cancel this Settlement Agreement, or affect or delay the Effective Date of the Settlement if it is granted final approval by the Court. Payment of Class Counsel Fees and Expenses and the Settlement Class Representative Service Award will not reduce the benefits to which Settlement Class Members may be eligible under the Settlement terms, and the Settlement Class Members will not be required to pay any portion of the Class Counsel Fees and Expenses and Settlement Class Representative Service Award.

D. Release of Plaintiff's and Settlement Class Members' Claims

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

2. Upon the Effective Date, with respect to the Released Claims, the Plaintiff and all Settlement Class Members expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights, and benefits of § 1542 of the California Civil Code, which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

3. Upon the Effective Date, the 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, shall constitute, or be construed as, any admission of the validity of any claim, allegation or fact alleged in the Action or of any wrongdoing, fault, violation of law or liability of any kind and nature on the part of Defendant and the Released Parties, or any admission by Defendant or any Released Parties of any claim or allegation made in any action or proceeding against them. The Parties understand and agree that neither this Agreement, its content and substance, any documents prepared and/or filed in connection therewith, nor the negotiations that preceded it, shall be offered or be admissible in evidence against Defendant, the Released Parties, the Plaintiff or the Settlement Class Members, or cited or referred to, either in the Action or in any other action or proceeding (judicial or otherwise), except as needed to enforce the terms of this Agreement, its Release of Claims against the Released Parties, and the Final Approval Order and Judgment herein.

C. Entire Agreement

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

D. Arm's-Length Negotiations and Good Faith

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

E. Continuing Jurisdiction

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

F. Binding Effect of Settlement Agreement

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

G. Extensions of Time

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

H. Service of Notice

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

As to Plaintiff: Gary S. Graifman
Kantrowitz Goldhamer & Graifman
Suite 200
135 Chestnut Ridge Road
Montvale, NJ 07645

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

I. Authority to Execute Settlement Agreement

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

J. Return of Confidential Materials

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

K. No Assignment

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

L. No Third-Party Beneficiaries

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

M. Construction

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

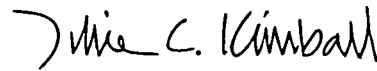
N. Captions

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

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

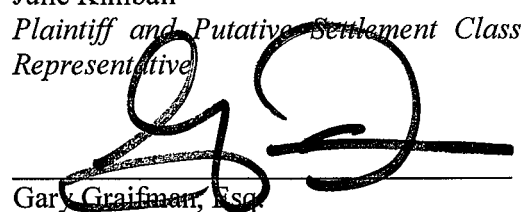
ON BEHALF OF PLAINTIFF:

Dated: December 28, 2024



Julie Kimball
Plaintiff and Putative Settlement Class Representative

Dated: December 29, 2024



Gary Graifman, Esq.
Kantrowitz, Goldhamer & Graifman, PC
135 Chestnut Ridge Road, Suite 200
Montvale, New Jersey 07645
Class Counsel for Plaintiff and the Settlement Class

Dated: December 29, 2024



Thomas Sobran, Esq.
Thomas P. Sobran PC
7 Evergreen Lane
Hingham, Massachusetts 02043
*Class Counsel for Plaintiff and the
Settlement Class*

ON BEHALF OF DEFENDANT:

Dated: January 6, 2025



Michael B. Gallub, Esq.
SHOOK, HARDY & BACON L.L.P.
1 Rockefeller Plaza, Suite 2801
New York, New York 10020
*Attorneys for Defendant Volkswagen
Group of America, Inc.*

EXHIBIT 2

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

JULIE KIMBALL, on behalf of herself and all
others similarly situated,

Plaintiff,

v.

VOLKSWAGEN GROUP OF AMERICA,
INC., VOLKSWAGEN
AKTIENGESELLSCHAFT, AUDI
AKTIENGESELLSCHAFT and AUDI OF
AMERICA, INC.,

Defendants.

2:22-cv-04163-MAH

SUPPLEMENTAL DECLARATION OF
LARA JARJOURA
RE: NOTICE PLAN IMPLEMENTATION

I, **Lara Jarjoura**, declare and state as follows:

1. I am a Vice President of JND Legal Administration (“JND”). This Declaration is based on my personal knowledge, as well as upon information provided to me by experienced JND employees, and if called upon to do so, I could and would testify competently thereto.

2. JND is a legal administration services provider with its headquarters located in Seattle, Washington. JND has extensive experience in all aspects of legal administration and has administered settlements in hundreds of cases.

3. JND is serving as the Settlement Claim Administrator in the above-captioned matter, pursuant to the Court’s Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”) dated May 30, 2025.

4. I submit this Declaration to supplement my previous Declaration Regarding Notice Plan Implementation¹ (“Notice Declaration”), filed with the Court on September 30, 2025. ECF No. 108.

CAFA NOTICE

5. On March 10, 2025, JND mailed notice of the *Kimball v. Volkswagen Group of America* Settlement to the United States Attorney General and to the appropriate State officials in the United States and Puerto Rico, pursuant to the Class Action Fairness Act of 2005.

SETTLEMENT CLASS MEMBER DATA

6. As previously detailed in my Notice Declaration, Defendants provided JND with data that identified 1,641,638 unique Class Vehicle VINs, consisting of 1,023,218 Volkswagen Settlement Class Vehicles and 618,420 Audi Settlement Class Vehicles. Using the Class Vehicle VIN data, JND staff worked with a third-party data aggregation service to acquire contact information for current and former owners and lessees of the Settlement Class Vehicles based on vehicle registration information from the state Departments of Motor Vehicles (“DMVs”) for the United States and Puerto Rico.

7. JND combined, analyzed, de-duplicated and standardized the data that it received from the Defendants and the DMVs to provide individual notice to virtually all Settlement Class Members. Through this process, JND identified 3,930,263 potential Settlement Class Members (2,495,754 Volkswagen Settlement Class Members; 1,433,760 Audi Settlement Class Members, and 749 Settlement Class Members who are current or former owners or lessees of 10 or more Settlement Class Vehicles).

¹ All capitalized terms not defined herein have the meanings given to them in the Class Settlement Agreement, filed February 28, 2025, ECF No. 100-3.

8. JND promptly loaded the VINs and potential Settlement Class Member contact information into a case-specific database for the Settlement administration. A unique identification number was assigned to each Settlement Class Member record to identify them throughout the administration process.

9. JND performed address research using the United States Postal Service (“USPS”) National Change of Address (“NCOA”)² database to obtain the most current mailing address information for potential Settlement Class Members.

DIRECT MAIL NOTICE

10. As previously detailed in my Notice Declaration, JND mailed the Court-approved Class Notices (“Postcard Notice”) to 3,929,514 Settlement Class Members on September 15, 2025. JND customized each Postcard Notice to include each reasonably identifiable Settlement Class Member’s name, address, and VIN, along with a unique identification number and personalized PIN. The Postcard Notice provided the Settlement Website URL and a QR code that linked directly to the Settlement Website and encouraged the potential Settlement Class Member to submit their Claim for Reimbursement and to visit the Settlement Website for more information.

11. For 749 potential Settlement Class Members who had 10 or more VINs associated with their name and address, JND sent a cover letter (“Bulk Filer Cover Letter”) advising them of the process to submit a bulk claim for 10 or more Settlement Class Vehicles.

² The NCOA database is the official USPS technology product that makes changes of address information available to mailers to help reduce undeliverable mail pieces.

12. As of October 30, 2025, JND has received 446,025 Postcard Notices returned as undeliverable. Of these, 24,565 were remailed to forwarding addresses provided by USPS, and 263,996 were remailed to updated addresses obtained through advanced address research.

13. As of October 30, 2025, JND has received 125 Bulk Filer Cover Letters returned as undeliverable. Of these, five were remailed to forwarding addresses provided by USPS, and two were remailed to updated addresses obtained through advanced address research.

SETTLEMENT WEBSITE

14. As previously detailed in my Notice Declaration, JND established a dedicated Settlement Website (www.TurboClassSettlement.com). The Settlement Website provides comprehensive information about the Settlement, including answers to frequently asked questions, key dates and deadlines, and contact information for the Settlement Claim Administrator. The Settlement Website also hosts copies of important case documents, including the Class Settlement Agreement and Preliminary Approval Order, along with the Claim Form, various Declarations, and Long Form Class Notice.

15. As of October 30, 2025, the Settlement Website has tracked 216,428 unique users with 763,202 page views. JND will continue to update and maintain the Settlement Website throughout the Settlement administration process.

SETTLEMENT EMAIL ADDRESS

16. As previously detailed in my Notice Declaration, JND established a dedicated email address (info@TurboClassSettlement.com) to receive and respond to Settlement Class Member inquiries.

17. As of October 30, 2025, the dedicated email address has received 597 emails.

SETTLEMENT POST OFFICE BOX

18. As previously detailed in my Notice Declaration, JND established a dedicated post office box to receive Class Member correspondence, mailed Claim Forms, and exclusion requests.

SETTLEMENT TELEPHONE NUMBER

19. As previously detailed in my Notice Declaration, JND established a case-specific, dedicated toll-free telephone number (1-855-779-6685) for Settlement Class Members to obtain more information about the Settlement.

20. As of October 30, 2025, the Settlement Telephone Number has received 23,940 calls.

CLAIM FOR REIMBURSEMENT

21. As previously detailed in my Notice Declaration, the Notice informed Settlement Class Members that anyone who wanted to participate in the Settlement must mail a completed and signed Claim Form, postmarked on or before November 29, 2025.

22. As of October 30, 2025, JND has received 10,995 Claim Forms. Of these, 10,486 were submitted via mail and 509 were submitted electronically online.

REQUESTS FOR EXCLUSION

23. The Class Notices informed Settlement Class Members that anyone who wanted to be excluded from the Settlement could do so by submitting a written request for exclusion (“opt-out”) to the Settlement Claim Administrator, with instructions regarding the necessary information, postmarked on or before October 15, 2025.

24. As of October 30, 2025, JND has received and processed 265 purported exclusion requests. JND has provided a weekly report and copies of all exclusion requests

received to the Parties. Attached as **Exhibit A** is a list of all individuals that submitted purported exclusion requests to JND.

25. JND will continue to monitor for any timely postmarked exclusion requests.

OBJECTIONS

26. The Class Notices informed Settlement Class Members that anyone who wanted to object to the Settlement could do so by submitting a written objection to the Court, with instructions regarding the necessary information, postmarked or filed on or before October 15, 2025.

27. As of October 30, 2025, JND is aware of 16 purported objections, of which 12 were filed with the Court.

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

Executed on November 4, 2025 at Seattle, Washington.



LARA JARJOURA

EXHIBIT A



Turbocharger Class Settlement
(USDC District of New Jersey, Case No. 2:22-cv-04163-MAH)

EXCLUSION REQUESTS

#	JND ID	NAME	LAST 4 OF VIN	POSTMARK DATE
1	NVHCJ7UQ8X NVFPHMT5YS	ADA OLCOTT	7250 3373	9/22/2025
2	NGLDQCEBUJ	AHRA SHALL	5084	10/9/2025
3	NV9PJBYFH7	ALEC KOCOGLU	3294	10/8/2025
4	NK5CQZJE2P	ALEJANDRO D GUZMAN	7536	10/8/2025
5	N2A6GHE459	ALEXA CHECKLENIS	0260	10/8/2025
6	NZ9P86FKQT	ALEXANDRA SOUTH	4513	10/8/2025
7	NTX8LH6R72	ALICIA ANN MATTHIES	3851	10/8/2025
8	NDHPC9JVGY	AMIR SAROFIEM	7815	10/15/2025
9	NW8S735LPV	ANDREA SCHNEIDER	1605	9/19/2025
10	NK8YEXJMDf	ANGELA GLADSTONE	5955	10/8/2025
11	N6B8DPGUXW	ANGELA HENSLEY	3461	10/8/2025
12	NGJM7TLQK6	ANGELO DI SANO	0033	10/15/2025
13	N87JCVW6RT	ANNA COGGINS CARROLL	6802	10/14/2025
14	NNVXJ3LPWK	ANNE ENDSLEY	9890	9/24/2025
15	NFB3CRWXDV	ASHBY SORENSEN	1153	10/8/2025
16	N7HNX2ALMS	ASHLEY HARRIS	8039	10/8/2025
17	NCK324ZVMS	ASHLEY PINEDA	9791	10/8/2025
18	NPXRJDMQ3V	ASHLEY SORENSEN	1153	10/8/2025
19	NVHQCJ6MNP	BANNA APARICIO	4315	10/8/2025
20	NWVH78RGTQ	BARBARA LEWALSKI	2472	10/9/2025
21	NPYS95JUNW	BARBARA ORLANDO	6011	9/29/2025
22	NHWR7F3BAC	BECKY AIRAUDI	3868	9/20/2025
23	ND2JAW5EQM	BERNICE H ESPARZA	1938	10/15/2025
24	NFMPE78RLT	BERNIE KLEIN	0112	9/24/2025
25	NJ3DUP6HLK	BETTINA BROWN	4392	10/14/2025
26	NAKDEWUNL5	BLANCA GONZALEZ	1813	10/8/2025
27	NBRZS9WQAJ	BLIMA GOTTLIEB	0003	10/8/2025
28	NFN8XWVGA5	BONNIE GABAI	2346	10/8/2025
29	N549GV6LBP	BONNIE SUE KLATT	8694	10/11/2025
30	NRNLHYW7BJ	BOURNESWIDEREK SURVIVORS TRUST DATE	4028	9/30/2025
31	N5ENY8TAZ4	BRADLEY JONKO	7058	10/8/2025
32	NBQWPXUDJY	BRENDA GOODWIN	7811	10/6/2025
33	N6ZUK24DVC	BRETT CATO	0621	10/15/2025
34	NVBQPC7D85	BROOKE ANN GIBSON	6663	10/6/2025
35	N3SXW4Z9GE	BRUCE GUMKE	6614	10/7/2025
36	NHB34PYU2D	BRYAN GURROLA	0882	10/8/2025
37	NRXQA9WFCM	BRYAN LORENZO	1805	10/1/2025
38	NCEK8H74JW	CAMILLE HIEB	1620	10/8/2025
39	N3BM5CZQ9Y	CARLA COPPA	7422	10/8/2025
40	NX7S6MVUHE	CARLOS ESCOBAR LOPEZ	9158	10/13/2025
41	NA5JB76H93	CAROL BAKER	4143	9/22/2025



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EXCLUSION REQUESTS

#	JND ID	NAME	LAST 4 OF VIN	POSTMARK DATE
42	NMZYH4CT6X	CHARITY SHUMAN	6119	10/8/2025
43	NHXBQJ4RMN	CHARLENE HANG	1126	10/8/2025
44	NAP6TXNVCZ	CHELSEY KLEIN	0106	10/15/2025
45	NQ8ZWXG5A3	CHRISTELLE SAYASITH	6510	10/8/2025
46	NKXBADWJV6	CHRISTIAN H WEBER	0576	10/15/2025
47	N4AZKJDHS2	CHRISTINA SMITH	2334	10/8/2025
48	NNUVB3HX78	CHRISTINA VELA	2171	10/13/2025
49	NKH62QTVSG	CHRISTINE GARCIA	1620	10/8/2025
50	N3LX4G2STV	CHRISTOPHER CALDERON	4424	10/15/2025
51	NWMNL52U8Z	CLAUDE ALBERTARIO	0136	10/22/2025
52	NZP7T32JDQ	CLIFF MARTICORENA	3002	9/23/2025
53	NQ35HGK6XD	CORRI GROSS	9390	10/14/2025
54	NMSG6VQHXX	COSTANTINE CAGLAGE	7011	9/27/2025
55	NVS8XZ43F5	CRYSTAL AZZARELLO	6795	10/8/2025
56	N9LFQN2PUE	CYNTHIA GOSS	1341	9/19/2025
57	NT9AKMEH2P	CYNTHIA RAYGOZA	5902	10/8/2025
58	NVN2DGQEP	DAISY SAENZ	4744	10/9/2025
59	NDL5BVP4S6	DANIEL JOHNSON	6306	10/15/2025
60	NT6ULWGPMB	DANIELA AYALA GARCIA	2218	10/8/2025
61	NP7TSEVDRC	DANIELA CAVEDONI	1348	10/8/2025
62	NJTHFQG8NW	DANILO DAVID	1751	10/8/2025
63	N35H6MUQNZ	DAVID GAGNE	8168	10/8/2025
64	NVTYAWRZGS	DAVID GREENBAUM	4688	9/22/2025
65	NZWFMUCRAQ	DAVID PARKS EGNER	3914	10/8/2025
66	N6J3HWK97L	DAVID SMITH	1221	10/6/2025
67	NEKYG5ZCWP	DAVID ZWART	7734	9/20/2025
68	NWZ826DPKT	DENISE SIBER	8275	10/8/2025
69	NPT2UB4ZKX	DESMOND MANTLE	2525	10/15/2025
70	NAJC9RVB2D	DIANA GARCIA	0834	10/13/2025
71	NPNUL7G8F	DILLON NAJOR	8126	10/8/2025
72	NC7ERGYZJ9	DJELADIN SHAZIMAN	8395	10/14/2025
73	N3HJGVDRXZ	DOMINIQUE SEAN REOLA	8829	10/15/2025
74	NUR5NGY8W7	DONALD BAYLIS	9873	10/14/2025
75	NHAFY7CD3T	EDUARDO CARBAJAL	1632	10/8/2025
76	NRH6LZ928J	EDVALDO DEMIZU	9938	10/7/2025
77	NRH6LZ928J	EDVALDO LIMA DEMIZU	9938	10/7/2025
78	NAMEF3LT6Y	ELAINE DODGE	6385	10/9/2025
79	NKV8Y5RXPA	ELIANA VALLEJO	2542	10/8/2025
80	N2UYH7DN8R	ELIZABETH CENTENO ZAVALA	2000	10/13/2025
81	NCH6PQU7ZK	ELIZABETH TASCA	3602	9/29/2025
82	NR4NU2KEHS	ELVA SANCHEZ	1943	10/9/2025
83	NH68YUTKNJ	EMMETT WAGNER	0515	10/3/2025



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EXCLUSION REQUESTS

#	JND ID	NAME	LAST 4 OF VIN	POSTMARK DATE
84	NFWHCABP5G	ERIC VIETH	4214	10/8/2025
85	NQXZ7H29V4	ESTEFANIA GONZALEZ	0953	10/1/2025
86	NHYXWNLB8T	FARIBORZ RODEF	8223	10/8/2025
87	NNVZU6BQWF	FERNANDO CABRERA	8491	10/15/2025
88	NP7TSEVDRC	FLAVIO CAVEDONI	1348	10/8/2025
89	N4M79PBAR6 NQAWXRMFEY	FRAN KURTIS	6722 7763	10/4/2025
90	NKN4FL5ZJS	FRANCIS HADLEY	3262	10/8/2025
91	NDCZ5EN8Q9	FRANK DE GAETANO	7885	10/8/2025
92	NHQVCMUX9S	GARRETT MASCIEL	5145	10/8/2025
93	NTL3Q8EJB5	GERALD RICHARD GASTON	7274	10/16/2025
94	N2UKT67FCE	GERARD J BAUER	9250	9/25/2025
95	NCDF5PY7G9	GINTARAS DARGIS	3687	10/15/2025
96	N2U5TCS6Y3	GISSELLE DELGADO	9082	10/15/2025
97	ND489PCW2L	GOBI RAHIMI	5138	10/8/2025
98	NXV2NMRBFQ	GORDON REESE	7798	10/15/2025
99	NNKBJC6PUM	GWEN ELIZABETH ZEH	1629	9/26/2025
100	N8BY4KZRT5	HAROLD RASP	0752	9/29/2025
101	NV5XDK2H3G	HERVE GERARD POLISSET	5526	10/6/2025
102	NCM76GQBVA	HUNTER SPITZER	4540	10/8/2025
103	NRWSGVEHZU	HYEON CHO	6700	9/30/2025
104	N5VHGJKBFL	IGOR MOLDAVSKIY	4623	10/8/2025
105	N2FQAYKHGM	IRENE HAAG	1062	9/25/2025
106	ND9BT5A84K	IRENE ZARAGOZA	0197	10/1/2025
107	NHB34PYU2D	ISABELLA MANZANERO	0882	10/8/2025
108	N5K98H4GXR	ISRAEL LOZANO	6636	10/8/2025
109	NX37H4K95G	JAMES M BAKER	5512	9/30/2025
110	NUFY74XTSR	JAMES MELLINGER	1940	10/8/2025
111	NRGD6M5LWE	JAMIL HUSSEIN	8987	10/8/2025
112	NJ2CQL43T6	JENNIFER HOLLAND	0163	10/8/2025
113	NHKX78BWNQ	JENNIFER JANET LUGO DE LA TORRE	5776	10/8/2025
114	NKWNLJRY8S	JENNIFER TANKSEY	9574	10/15/2025
115	N8645F9UYH	JOHANNA VELA	8388	10/8/2025
116	NE2SWPU6AQ	JOHN HOJABOOM	1682	10/1/2025
117	NWZ826DPKT	JON ELLIOT SILBER	8275	10/8/2025
118	N9F62ZGV7X	JONATHAN MACIAS	6256	10/8/2025
119	N82VEWJPF5	JORGE MOJICA	8362	10/8/2025
120	NGJ9H2K34M	JOSEPH ERBA	7920	9/24/2025
121	NX9SYAEKLJ	JOSEPH PAWLOSKEY	7185	10/1/2025
122	N8645F9UYH	JOSEPH VELA	8388	10/8/2025
123	NTN3BFA2DW	JOSHUA SHUSTER LEFKOWITZ	6185	10/18/2025
124	NCM76GQBVA	JUDITH HUNTER	4540	10/8/2025



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#	JND ID	NAME	LAST 4 OF VIN	POSTMARK DATE
125	N7YVHSWE6K	KAITLIN LIMPACH	1306	10/10/2025
126	NUVQN5TJCW	KAREN CHRISTINE BOYNTON	4320	10/6/2025
127	N8AHKGZN67	KAREN CONKLIN	7708	10/10/2025
128	NRCZXW73MV	KAREN GOETZ	0603	10/3/2025
129	NXDLK54HQM	KARLA AYALA	8993	10/8/2025
130	NRPFS8X5TE	KARLA M STANLEY	2682	10/15/2025
131	N4DGMKQ6ZJ	KASANDRA E PELLOT	6490	10/8/2025
132	N9K38LZEJG N9463YUN5T N8LRSFZNT4	KATHERINE OLSEN	7939 6793 8838	9/26/2025
133	N9EKMFXRPG	KATHERINE WALLACE	0742	10/3/2025
134	NZUPLJSK4W	KATHLEEN STAHL	8948	10/15/2025
135	N469QRAN3T	KATHRYN KLEIN	0106	10/8/2025
136	N2DEBYW86	KELLI FARRAR	8026	10/14/2025
137	N9V37QFXTL	KENNETH PERICH	9282	9/19/2025
138	N25ZFSC4LW	KENNETH ZIGLER	2966	9/20/2025
139	N95A7YWJ42	KEVIN NICHOLSON	3935	10/8/2025
140	NZWMFUCRAQ	KIRSTEN LINH THU EGNER	3914	10/8/2025
141	NVB359AXNY	KUN LIN	7108	9/26/2025
142	N8PGAR57UX	LACEE EIRING	0443	10/8/2025
143	N3JLWG2AYV	LEAH ATKINSON	3515	10/1/2025
144	NAB4G6VEP5	LEANNE NGUYEN PHUOC	8424	10/15/2025
145	NPWU9LTEBS	LEI BIAN	4209	10/8/2025
146	N5RKGUCE3	LEWIS MAO	1757	10/6/2025
147	NGXAJ72ED5	LEYLAH SAMIMI	9517	10/14/2025
148	NPNU2L7G8F	LINDA NAJOR	8126	10/8/2025
149	NBXE7ASLK3 N5FLMX4SRK	LINDA ROHLFING	7740 1914	10/15/2025
150	NYS7EVJXPN	LINDSEY SASSEN-MYSIOR	0853	10/15/2025
151	NDHF6YZS23	LISA MARROQUIN	1146	10/1/2025
152	NC23J7GKDN	LIZZETTE CALVILLO	5231	10/1/2025
153	NGM3BJQ28Z	LORI HUEFTLE	1337	NO POSTMARK
154	N3UZDHWJ2L NQSGF3ZK8A NESHCPZXU2	LORI S MILLHAM	2688 6449 0871	10/6/2025
155	NE45SQU9R6	LUCIA LOPEZ	1738	10/15/2025
156	NHLRJNYK2F	LUIS ALBERTO LOMELI	5293	10/8/2025
157	N4MXEA2JB7	LYNNE BOREL	1672	9/27/2025
158	N6WKT52E4F	MARCEL CVEJKUS	2133	10/1/2025
159	NLW53KRPNB NRSCBHU8NV	MARGARET BOLING	1521 7373	10/14/2025
160	NPZ4FY8ULR	MARIA PULIDO	2299	10/8/2025



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EXCLUSION REQUESTS

#	JND ID	NAME	LAST 4 OF VIN	POSTMARK DATE
161	NDKZAHW2UX	MARIA RAMOS	9844	10/8/2025
162	NHDF9ZCXG6	MARIAM SHAIR	9567	10/8/2025
163	NH9LGC8B3X	MARIANA COTTEN	7731	9/26/2025
164	NH7PAMWDF5	MARIE JACKSON	5397	10/9/2025
165	NMVCQBUT9Y	MARIO HUDSON	1707	10/8/2025
166	N7M34C6QGL	MARK FAIRCHILDS	3202	10/3/2025
167	N9B3HX6UA4	MARK KABLACK	3637	9/22/2025
168	NYZTB8FRUD	MARK ONEILL	1995	10/14/2025
169	NRP92SCUEK	MARLON REID	3718	10/10/2025
170	N8PGAR57UX	MARSHALL EIRING	0443	10/8/2025
171	NK8SBJ9LG4	MARTHA CAMP	0678	9/27/2025
172	N867ESFGL3	MARY ELAINE GAN	9975	10/8/2025
173	NHU8QFCEG9	MARY NIFOROPULOS	9173	9/19/2025
174	NYPKURJ2QM	MAUREEN JONKO	7058	10/8/2025
175	NNC9K8JVBP	MAYRA BENAVIDEZ	4778	10/9/2025
176	NEGJAUQTPR	MELISSA NIEVES	2447	10/8/2025
177	NRYLKQ8WPD	MEREDITH ANTONIETTI	4498	10/14/2025
178	N89QD23VZJ	MICHAEL LATTA	3223	10/2/2025
179	NQKLS39AP8	MILDRED RANDLE	0880	10/8/2025
180	NPT2A5UDVK NSEP9VBAXU	MILLHAM COMPANIES	2660 4119	10/6/2025
181	N768MXVEYK	MIN JUNG KIM	9964	10/8/2025
182	NM8XW9UTNJ	MOHAMMAD SHAFI	6526	10/8/2025
183	NZDJWS25QP	MYAT THIDA	7164	10/6/2025
184	NWQ2L79GCX	NADEA M MCPHERSON	8330	10/8/2025
185	NYWPE5VD2Q	NEIDA GALVAN	2863	10/8/2025
186	NT6ULWGPMB	NEMECIO AYALA	2218	10/8/2025
187	NKDMTJEYQW	NOAH GINSKY	8290	10/8/2025
188	NHKX78BWNQ	NORMA DE LA TORRE GONZALEZ	5776	10/8/2025
189	NRG5L7WT34	OLGA VANESSA GARZA	2559	10/1/2025
190	NHDF9ZCXG6	OMAR SHAIR	9567	10/8/2025
191	N8AHKGZN67	OMI CONKLIN	7708	10/10/2025
192	NF7CVSUEJK NZUTANRE3L	PAMELA SOTO	3196 5145	10/8/2025
193	NK5CQZIE2P	PAOLA G FLORES RODRIGUEZ	7536	10/8/2025
194	N7DUKMYQN2	PATRICIA MURPHY	2871	9/23/2025
195	N2WN35PEMG	PATRICK SCHECHTER	4253	9/22/2025
196	N6MUPKRQ8G NJXYF7APD8	PAULA EHL Y	2762 3887	10/16/2025
197	NTBCYMQ8K9	PETER FU	1976	10/8/2025
198	NXG4QCNR9	PHILIP EDELSBERG	8621	9/25/2025
199	NJCPUXNYFT	PHOEBE TAWADROS SARKISSIAN	5543	10/8/2025



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EXCLUSION REQUESTS

#	JND ID	NAME	LAST 4 OF VIN	POSTMARK DATE
200	NFVJU8T4S9	RACHANA PASUPULETI	3371	10/14/2025
201	N4UF6JZG95	RACHEL SCRUGGS	8876	10/8/2025
202	NJCPUXNYFT	RAGGY ROBERT SARKIS SARKISSIAN	5543	10/8/2025
203	NAUF8E3XH4	RAMONA CARDENAS	6281	10/8/2025
204	N4FAJY6KHV	RAQUEL RODEF	8223	10/8/2025
205	NFLGA7UE2C	RAQUEL SILVA PRADO	6446	10/15/2025
206	NVWGZCHX4M	RAY RODRIGUEZ	4433	10/8/2025
207	NFZRM7KDNS	RAYMOND SMITH	2022	10/8/2025
208	N89QD23VZJ	REBECCA LATTI	3223	10/2/2025
209	NQJMLYN2Z7	REBECCA LEARNED	0435	10/11/2025
210	NU8Y4AFV7B	REBECCA SHEIBE	5408	10/15/2025
211	NHF5NGCJVT	RENAMAY T EGO	5391	9/29/2025
212	N7N6DAPJ2Y	RENZO AZZARELLO	6795	10/8/2025
213	NK8SBJ9LG4	RICHARD FESEMYER	0678	9/27/2025
214	NHBWL7RPYT	RICHARD GOLDSTEIN	0159	9/22/2025
215	NWVH78RGTQ	RICHARD GONZALEZ JR	2472	10/9/2025
216	NVN2DGQEPA	RICHARD KING	4744	10/9/2025
217	N3UZDHWJ2L NQSGF3ZK8A NESHCPZXU2	RICHARD MILLHAM JR	2688 6449 0871	10/6/2025
218	NCK324ZVMS	RICHARD STARKEY	9791	10/8/2025
219	N4X6CY9HEK	ROBERT WALKER	8690	9/29/2025
220	N7GB5SCRNT	ROBERT WELSTAND	5580	10/1/2025
221	N2ZLVDCXAR	ROBERTO CERVANTES	8878	10/8/2025
222	NQEZNPSCFA	RODGER GROSSMAN	1730	10/8/2025
223	NAUF8E3XH4	ROGELIO CARDENAS	6281	10/8/2025
224	NAUKR4HYN6	ROGELIO MORALES	1641	10/1/2025
225	N7V6L5ZCNT N452NJYKBE	ROMEO GUTIERREZ	0661 7992	10/15/2025
226	NNVZU6BQWF	ROSA E CABRERA	8491	10/15/2025
227	NQRAJLFSEX	ROSA VELAZQUEZ	0827	10/14/2025
228	NMHGS3TNVP	SAM DICKSON	6727	10/1/2025
229	NAXKY8NB4E	SARA ASGUR	6526	10/8/2025
230	N7JUL3HGEC	SARA TURNER	0657	10/11/2025
231	NHDYPVTLUG	SASHA BALLEZA	5068	10/14/2025
232	N26H7GKM59	SASHA DISMUKE	1440	10/8/2025
233	N4AZKJDHS2	SCOTT SMITH	2334	10/8/2025
234	N39TFYHW5C	SCOTT SPELFOGEL	1802	10/9/2025
235	NJXUSGPMLD	SEAMUS BLACKWELL	8014	10/1/2025
236	N2JWZ378HL	SERGIO NEVAREZ	6950	10/1/2025
237	NGD5LA2UN8	SHARON PATERSON	3298	10/8/2025
238	ND7B9W8QEK	SHELBY LAGUNAS	7885	10/8/2025



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#	JND ID	NAME	LAST 4 OF VIN	POSTMARK DATE
239	NJYKSREUMP	SHIRLEY MULKEY	7894	9/24/2025
240	N68QC7UVGF	SOLIMAN MUJADADI	8993	10/8/2025
241	N86ZLRJ23V	STEPHANIE GARCIA	1826	10/1/2025
242	NSYAPTNX7Q	STEPHEN CHESSIN	5657	10/10/2025
243	N49FTNPZUW	STEVE MERIAN	4971	9/23/2025
244	NZH7UASKL4	STEVEN PELLOT	6490	10/8/2025
245	NFD3J5MP9S	SYLVIA MENDOZA	0367	10/9/2025
246	NHMT635Y2	TERESA P SEGURA	6587	10/8/2025
247	N9LUAVZDK8	THOMAS GNIOT	6808	9/29/2025
248	N3HJGVDRXZ	TIANA-EVE REOLA	8829	10/15/2025
249	N5QD32Y7CK NDWHV4QBYM	TONYA BUCKLEY	8504 1245	10/15/2025
250	N254FRBU3M	TRACIE VOLLGRAF	6023	10/8/2025
251	NXP4V7F7U	TRACY KWIATKOWSKI	5213	10/15/2025
252	N9SHBQPZLT	VALERIE JOSEPH	0562	9/23/2025
253	N95A7YWJ42	VANESSA NICHOLSON	3935	10/8/2025
254	NXNWKJ9QUZ	VICTORIA M MILLER	1890	10/15/2025
255	NU3AZ9FNCW	VICTORIA MOLDAVSKIY	4623	10/8/2025
256	NDHPC9JVGY	VIRGINIA SOLIMAN	7815	10/15/2025
257	N34FYCXSPU	WENDY COMBS	3412	10/15/2025
258	N4EDZJCQF5	WERNER WATKINS	0924	10/7/2025
259	NZPKHEXTYJ	WILL PAPANIA	0418	10/8/2025
260	N39TYLKGM5	WILLIAM ALEXANDER	6000	10/1/2025
261	N7HMX2ALMS	WILLIAM HARRIS	8039	10/8/2025
262	NJE73PZTAB	WILMA B RAMIREZ	3353	10/15/2025
263	NJ8HW749YX	XOCHITL MORALES	1860	9/29/2025
264	NLQN42WBTG	YUK NG	2994	10/8/2025
265	NVWGZCHX4M	YVETTE RODRIGUEZ	4433	10/8/2025

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

JULIE KIMBALL, individually and on behalf of
all others similarly situated,

Plaintiffs,

v.

VOLKSWAGEN GROUP OF AMERICA, INC.,

Defendant.

Civil Action No. 2:22-cv-04163-JKS-MAH

**[PROPOSED] ORDER AND JUDGMENT GRANTING FINAL
APPROVAL OF CLASS ACTION SETTLEMENT**

WHEREAS, this Court, having reviewed and carefully considered all of the filed submissions relating to the proposed Class Settlement of this Action (“Settlement” or “Class Settlement”) including the Plaintiffs’ Unopposed Motion for Final Approval of the Class Action Settlement and exhibits thereto (the “Motion”), the Parties’ Class Settlement Agreement dated January 6, 2025 with exhibits (“Settlement Agreement”), the supporting Declaration of counsel, the Declaration of the Claim Administrator, Defendant’s Memorandum of Law in Support of Final Approval and all other submissions and filings in this Action;

WHEREAS, this Court, having issued its Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”) which granted preliminary approval of the Class Settlement, provisionally certified, for settlement purposes only, the proposed Settlement Class pursuant to Fed. R. Civ. P. 23(a) and 23(b)(3), preliminarily appointed the Settlement Class Representative, Settlement Class Counsel, and the Settlement Claim Administrator, approved the form and content of the Class Notice and Claim Form, and approved and directed the dissemination of the Class Notices and Claim Forms pursuant to the Parties’ Class Notice Plan set forth in the Settlement Agreement (“Notice Plan”) as the best notice practicable under the circumstances and comporting in all respects with Fed. R. Civ. P. 23(e) and due process;

WHEREAS, the approved Notice Plan has been effectuated in a timely and proper manner; and

WHEREAS, this Court having held a Final Fairness Hearing on December 4, 2025 and having carefully considered all of the submissions, arguments and applicable law, and with due deliberation thereon,

NOW, this Court hereby finds, determines, and orders as follows:

1. **Final Approval of the Class Settlement.** The Court hereby grants final approval of the Class Settlement and all of the terms and provisions of the Settlement Agreement. The Court finds that the Class Settlement is fair, reasonable, and adequate, and in all respects satisfies the requirements of Fed. R. Civ. P. 23 and the applicable law.

2. **Certification of the Settlement Class.** The Court here certifies, for Settlement purposes only, the proposed Settlement Class set forth in the Settlement Agreement and in the Preliminary Approval Order. The Court finds that, for the purposes of Settlement, the applicable prerequisites for certification of the proposed Settlement Class under Fed. R. Civ. P. 23(a) and 23(b)(3) are fully satisfied, to wit: the Settlement Class is so numerous that joinder of all members is not practicable; questions of law and fact are common to the Settlement Class; the claims of the Settlement Class Representative are typical of the claims of the Settlement Class; the Settlement Class Representative and Settlement Class Counsel have fairly and adequately represented, and will continue to fairly and adequately represent, the interests of the Settlement Class; questions of law and fact common to the members of the Settlement Class predominate over any questions affecting only individual members; and a class action is superior to other available methods for fairly and efficiently adjudicating this controversy. In addition, because

this Action is being settled rather than litigated to conclusion, the Court need not consider manageability issues that might be presented by a trial of this action. *See Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997).

3. **Notice of the Settlement to the Settlement Class.** The Court finds that Notice of the Class Settlement was timely and properly disseminated and effectuated pursuant to the approved Notice Plan, and that said Notice constitutes the best notice practicable under the circumstances and satisfies all requirements of Rule 23(e) and due process.

4. **CAFA Notice.** The Court finds that in accordance with the Class Action Fairness Act of 2005, 28 U.S.C. § 1715 (“CAFA”), the Settlement Claim Administrator properly and timely caused to be mailed a copy of the proposed Settlement and all other documents required by law to the Attorney General of the United States and the Attorneys General of each State where class members reside and of Puerto Rico. No Attorney General has filed any objection to, or voiced any concern over, the Class Settlement or any of its terms and provisions.

5. **Defined Terms of the Settlement Agreement.** Unless otherwise defined herein, the terms used in this Order that are defined in the Settlement Agreement shall have the same definition and meaning as set forth in the Settlement Agreement.

6. **The Settlement is Fair, Reasonable, and Adequate.** The Court finds that the Class Settlement is fair, reasonable, and adequate, and in all respects satisfies Fed. R. Civ. P. 23. The Settlement provides substantial benefits to, and is in the best interests of, the Settlement Class, and is particularly fair, reasonable, and adequate when considering the issues of this case including, but not limited to, the disputed nature of the claims, the potential defenses thereto, the risks of non-recovery or reduced recovery to the Settlement Class, the risks of inability to certify a class and/or to maintain any class certification through trial and potential appeal if this action is litigated rather than settled, the substantial burdens, time and expense of further litigation, and the delays of any potential recovery associated with the continued litigation of the Action.

7. **The Class Settlement is the Result of Extensive Arm's-Length Negotiation of Highly Disputed Claims by Experienced Class Action Counsel, and is Not the Product of Collusion.** The Court further finds that the Class Settlement was entered into as a result of extensive arm's-length negotiations of highly disputed claims among experienced class action counsel on both sides. The Settlement is not the product of collusion, and was entered into with a sufficient understanding by counsel of the strengths and weaknesses of their respective claims

and defenses, and of the potential risks versus benefits of continued litigation, including but not limited to the ability to establish and/or extent of establishing liability, alleged damages, class certification, and maintenance of a class certification through trial and appeal. In addition, the Court finds that the issues of Class Representative service award and Class Counsel reasonable attorneys' fees and expenses were not even discussed by the Parties, let alone agreed to, until after agreement had already been reached on the material terms of this Class Settlement, and were, likewise, negotiated at arm's length and without any collusion.

8. **No Admission of Wrongdoing.** This Class Settlement is a compromise of vigorously disputed allegations and claims. As set forth in the Settlement Agreement, the Court finds that the Settlement, and any documents and submissions relating thereto, do not and shall not constitute a finding of either fact or law regarding the merits of any allegation, claim, fact, issue of law, or defense that was or could have been asserted in this Action. The Court further finds that nothing in this Final Approval Order and Judgment, the Settlement Agreement, the underlying proceedings, or any documents, filings, submissions, or statements related thereto, is or shall be deemed, construed to be, or argued as, an admission of, or any evidence of, any allegation, claim, fact, or issue of law that was or could have been asserted in the Action or of any liability, wrongdoing or responsibility on the part of any Defendant or Released Party.

9. **Appointment of Settlement Class Representative and Settlement Class Counsel.** The Court hereby grants final approval and appointment of Plaintiff Julie Kimball, as Representative of the Settlement Class (“Settlement Class Representatives”), and of the law firms of Kantrowitz, Goldhamer & Graifman, P.C. and Thomas P. Sobran, P.C., collectively, as Class Counsel for the Settlement Class (“Settlement Class Counsel” or “Class Counsel”). The Court finds that said Settlement Class Representative and Settlement Class Counsel have fairly and adequately represented, and will continue to fairly and adequately represent, the interests of the Settlement Class.

10. **Appointment of Settlement Claims Administrator.** The Court further grants final appointment of JND Legal Administration as the Settlement Claims Administrator to effectuate its duties and responsibilities set forth in the Settlement Agreement.

11. **Objections and Requests for Exclusion.** Settlement Class Members were duly afforded a reasonable and ample opportunity to object to or request exclusion from the Settlement, and were duly advised of the deadlines and procedures for doing so. Of the approximately 3,900,000 Settlement Class Members, the Settlement Class Counsel has received only 16 purported objections to the Settlement. The Parties have received 265 requests for exclusion, of which _____ are timely and valid.

The court finds that the very small number of objections and requests for exclusion demonstrates overwhelmingly that the Settlement Class favors the Settlement, and further supports that the Class Settlement is fair, reasonable and adequate, and warrants final approval by this Court.

IT IS THEREFORE ORDERED AND ADJUDGED AS FOLLOWS:

12. The Court certifies, for the purpose of settlement, the following Settlement Class consisting of:

All persons and entities who purchased or leased, in the United States or Puerto Rico, Settlement Class Vehicles which are certain of the following model year Volkswagen and Audi brand vehicles which were distributed by Volkswagen Group of America, Inc. for sale or lease in the United States and Puerto Rico, and specifically identified by Vehicle Identification Number (“VIN”) on VIN lists that are attached as **Exhibits 4A-C** to the Settlement Agreement: 2008-2014 and 2015-2021 VW GTI and Golf R vehicles, 2012-2013 VW Beetle vehicles, 2009 VW Jetta Sportwagen vehicles, 2008-2013 and 2019-2024 VW Jetta Sedan and GLI vehicles, 2009-2016 VW Eos vehicles, 2008-2010 VW Passat vehicles, 2009-2017 VW CC vehicles, 2009-2018 VW Tiguan vehicles, 2015-2018 VW Golf vehicles, 2015-2019 VW Golf R vehicles, 2015-2019 VW Golf Sportwagen and Alltrack vehicles, 2019-2021 VW Arteon vehicles, 2018-2023 VW Atlas vehicles, 2020-2023 VW Atlas Cross Sport vehicles, 2008-2009 and 2015-2020 Audi A3 vehicles, 2015-2024 Audi Q3, 2009-2014 Audi A4 vehicles, 2010-2014 Audi A5 vehicles, 2013-2015 Audi A6 vehicles, 2011-2014 Audi Q5 vehicles, and 2011-2012 and 2016-2023 Audi TT vehicles. (hereinafter “Settlement Class”).

13. The Court hereby grants final approval of the Class Settlement as set forth in the Settlement Agreement and all of its terms and provisions. The Settlement is fair, reasonable, adequate, and in all respects satisfies the requirements of Fed. R.

Civ. P. 23. Specifically, the Court has analyzed each of the factors set forth in Fed. R. Civ. P. 23(e)(2), *Girsh v. Jepson*, 521 F.2 153, 157 (3d Cir. 1975) and *In re Prudential Ins. Co. Am. Sales Practice Litig.*, 148 F.3d 283, 323 (3d Cir. 1998), and finds that they support, justify, and warrant, final approval of this Class Settlement.

14. The Court excludes from the Settlement and Release, on the basis of their timely and valid requests for exclusion, the approximately 265 Settlement Class Members who are listed on Exhibit A annexed hereto.

15. The Parties are directed to perform all obligations under the Settlement Agreement in accordance with its terms and provisions.

16. The Parties and all Settlement Class Members are hereby bound in all respects by the terms and conditions of the Settlement Agreement, including but not limited to the Released Claims against all Released Parties contained therein, and the Plaintiffs and each and every Settlement Class Member shall be deemed to have, and by operation of this Final Order and Judgment shall have, fully, completely and forever released, acquitted and discharged all Released Parties from all Released Claims as set forth in the Settlement Agreement, except for the 265 persons identified in Exhibit A who have timely and properly excluded themselves from the Settlement Class.

17. The Action is hereby dismissed with prejudice and without costs.

18. Neither this Settlement, its negotiations, any agreements, documents, submissions and Orders relating thereto, nor this Final Order and

Judgment, shall in any way constitute, or be deemed to constitute, any admission by any Party as to, or as any evidence of, the merits of any allegation, claim or defense that was or could have been asserted in this Action; shall not constitute a finding of either fact or law as to the merits of any claim or defense that was, or could have been, asserted in the Action; shall not be deemed, construed to be, or argued as, an admission or evidence of any liability, wrongdoing or responsibility on the part of the Defendants or any Released Party; and shall not be offered or be admissible as evidence against any Defendant, Released Party, or the Plaintiffs, except to enforce the terms of the Settlement Agreement and/or this Final Order and Judgment.

19. In the event that any provision of the Settlement or this Final Order and Judgment is asserted by Defendants or any Released Party as a defense (including, without limitation, as a basis for dismissal and/or a stay), in whole or in part, to any claim, suit, action or proceeding in any forum, judicial or otherwise, brought by a Settlement Class Member or any person acting or purporting to act on behalf of any Settlement Class Member(s), that claim, suit, action and/or proceeding shall immediately be stayed and enjoined until this Court or the court or tribunal in which the claim is pending has determined any issues related to such defense or assertion.

20. Without further order of the Court, the Parties may agree to reasonably necessary extensions of time to carry out any of the provisions of the

Settlement Agreement and this Order and any obligations thereunder.

21. Plaintiff and each and every Settlement Class Member, and any person or entity acting or purporting to act on behalf of any said Settlement Class Member, is/are hereby permanently barred and enjoined from commencing, instituting, pursuing, maintaining, prosecuting, or continuing to pursue, maintain or prosecute, any Released Claim against Defendants and/or any of the Released Parties (including, without limitation, in any individual, class/putative class, representative or other action or proceeding, directly or indirectly, in any judicial, administrative, arbitral, or other forum). This permanent bar and injunction is necessary to protect and effectuate the Settlement Agreement, this Final Order and Judgment, and this Court's authority to enforce and effectuate the Settlement Agreement, and is ordered in aid of this Court's jurisdiction and to protect its judgments. However, this provision will not bar any communications with, or compliance with requests or inquiries from, any governmental authorities.

22. Without affecting the finality of this Final Order and Judgment, this Court hereby retains exclusive jurisdiction, and all Settlement Class Members are

hereby deemed to have submitted to the exclusive jurisdiction of this Court, of, over, and with respect to, the consummation, implementation and enforcement of this Settlement and its terms, including the release of claims therein, and any suit, action, proceeding (judicial or otherwise) or dispute arising out of or relating to this Final Order and Judgment, the Settlement Agreement and its terms, or the applicability of the Settlement Agreement, which exclusive jurisdiction includes, without limitation, the Court's power pursuant to the All Writs Act, 28 U.S.C. § 1651, or any other applicable law, to enforce the above-described bar and injunction against the pursuit, commencement, maintenance, prosecution, and/or continuation of any Released Claim against any Defendant or Released Party.

IT IS SO ORDERED AND ADJUDGED.

Dated:

Hon. Michael A. Hammer
United States Magistrate Judge