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8 UNITED STATES DISTRICT COURT  
9 NORTHERN DISTRICT OF CALIFORNIA  
10 SAN FRANCISCO DIVISION

11  
12 IN RE: VOLKSWAGEN "CLEAN  
DIESEL" MARKETING, SALES  
13 PRACTICES, AND PRODUCTS  
LIABILITY LITIGATION

MDL No. 2672 CRB (JSC)

The Honorable Charles R. Breyer

14  
15 This Document Relates to:  
16 Porsche Gasoline Litigation

**UNOPPOSED MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
SETTLEMENT AND DIRECTION OF  
NOTICE UNDER FED. R. CIV. P. 23(e)**

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**NOTICE OF MOTION AND MOTION**

TO ALL THE PARTIES AND COUNSEL OF RECORD:

PLEASE TAKE NOTICE that on Friday July 22, 2022 or at such other date and time as the Court may set, in Courtroom 6 of the United States District Court for the Northern District of California, located at 450 Golden Gate Avenue, San Francisco, California, Lead Counsel and the Plaintiffs’ Steering Committee, on behalf of a proposed Settlement Class of owners and lessees of certain Porsche gasoline vehicles, will and hereby do move the Court for an order granting preliminary approval of the Class Action Settlement and directing notice to the Class under Fed. R. Civ. P. 23(e)(1); appointing Interim Settlement Class Counsel and Class Representatives under Fed. R. Civ. P. 23(g)(3); and scheduling a final approval hearing under Fed. R. Civ. P. 23(e)(2).

Plaintiffs notice this motion for Friday July 22, 2022 in accordance with Civil Local Rule 7-2(a) and this Court’s Standing Orders. However, the parties are prepared to present the proposed Settlement to the Court on an earlier hearing date and time at the Court’s convenience, or for the Court to decide this matter on the papers, if the Court is inclined to do so.



**MEMORANDUM OF POINTS AND AUTHORITIES**

**I. INTRODUCTION**

The proposed Settlement before the Court resolves claims for consumers who purchased or leased certain model year 2005-2020 gasoline-powered Porsche vehicles (the “Class Vehicles”). As detailed in the operative Complaint, Plaintiffs allege that two historical practices improperly skewed the emissions and fuel economy test results for the Class Vehicles: one tactic of physically altering test vehicles that impacted CO<sub>2</sub> emissions and fuel economy results; and a second practice that impacted the emissions test results of certain vehicles equipped with a high-performance “Sport+” operating mode. The Settlement provides a guaranteed, non-reversionary fund of at least \$80 million to compensate Class members who purchased and leased these Class Vehicles.

As part of the extensive discovery efforts in this case, the Parties conducted and reviewed results from rigorous and comprehensive testing that they believe to have covered all potentially affected vehicles. *See* Settlement Agreement, (“SA”) at p.1.<sup>1</sup> The Settlement funds will be allocated among Class members based on the degree to which their vehicles were potentially affected by the alleged improper practices. There are three categories of compensation available to Class members through the Settlement: Fuel Economy Cash Benefits, Sport+ Cash Benefits, and Other Class Vehicle Cash Benefits, explained in turn below.

Testing and other discovery regarding certain Class Vehicles—referred to herein as the “Fuel Economy Class Vehicles”—revealed a possible deviation in fuel economy, where the real-world performance of the affected vehicles in City, Highway and/or Combined fuel economy may have been one or two miles per gallon lower than the MPG promised to Class members on the Monroney labels. As a result, Class members who purchased or leased a Fuel Economy Class Vehicle would have paid more for gasoline over time—and had to visit the gas station more frequently than they would have—if the vehicles had performed as promised. Class members with Fuel Economy Class Vehicles will be eligible to receive Fuel Economy Cash Benefits,

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<sup>1</sup> All capitalized terms used herein have the meaning set forth in the Consumer Class Action Settlement Agreement and Release (“Settlement,” “Settlement Agreement,” or “Agreement”), unless otherwise indicated. The Settlement is attached as Exhibit 1 hereto.

1 ranging from \$250-\$1,109 per Class Vehicle, correlating to their vehicle’s revised fuel economy  
2 ratings and the number of months they possessed the vehicle. These cash payments are intended  
3 to compensate Fuel Economy Class members for the potential increased fuel consumption of their  
4 vehicle. SA at p. 1. In other words and as explained below, while market prices for gasoline  
5 fluctuate and future gas prices are unpredictable, the Fuel Economy compensation will pay all  
6 Fuel Economy Class members a very high percentage of their potential recoverable damages (and  
7 the vast majority of them 100% of damages). *See* Section V.C.3.

8 In addition, Class members whose vehicles are equipped with a high-performance Sport+  
9 Mode that are the subject of an ongoing recall (the “Sport+ Class Vehicles”) will also be eligible  
10 for Sport+ Cash Benefits of an *automatic* cash payment of \$250. Finally, Class members with  
11 Class Vehicles that were also conceivably impacted by the testing practices at issue (the “Other  
12 Class Vehicles”), but for which no potential deviations were identified through the  
13 comprehensive testing program, will be eligible to receive cash payments of up to \$200 per  
14 vehicle. As with the Fuel Economy Cash Benefits, the Sport+ and Other Class Vehicle payments  
15 provide substantial compensation to Class members tied to the potential impact of the practices at  
16 issue on their Class Vehicles.

17 If any of the settlement funds are not claimed by Class members, the remaining money  
18 will *not* revert to the Defendants. Instead, funds that remain after the claims process concludes  
19 will be redistributed to Class members unless and until it is not economically feasible to do.  
20 After that redistribution, any final balance will be dedicated to environmental causes, subject to  
21 Court approval. The process will ensure that the full Settlement Value inures to the benefit of the  
22 Class and the underlying goals of this litigation.

23 The proposed Settlement is an outstanding result for the Class, and provides significant  
24 monetary value to compensate every Class member for the impact the alleged improper practices  
25 had on their Class Vehicles. Plaintiffs are proud to present this Settlement to the Court, and  
26 respectfully request approval to give notice to the Class and set the matter for final settlement  
27 approval. *See* Fed. R. Civ. P. 23(e).

1 **II. BACKGROUND AND PROCEDURAL HISTORY**

2 **A. Factual background: Plaintiffs alleged long-standing practices by the**  
 3 **Defendants to manipulate fuel economy and emissions tests for the Class**  
 4 **Vehicles.**

5 Plaintiffs allege in the operative Amended Consolidated Complaint (the “Amended  
 6 Complaint” or “Complaint”) that Defendants altered fuel economy and emissions test results in  
 7 certain gasoline-powered Porsche vehicles manufactured for model years 2005 through 2020 (the  
 8 “Class Vehicles”).<sup>2</sup> Notably, this alleged conduct occurred within the same companies and during  
 9 similar time periods as the “Clean Diesel” and “Audi CO<sub>2</sub>” emissions and fuel economy matters,  
 10 which were the subject of parallel cases and class settlements in this MDL.

11 This case began after prominent German news site *Der Spiegel* in August 2020 broke  
 12 news of possible emissions and fuel economy irregularities in Porsche’s gasoline vehicles.  
 13 Complaint ¶ 67. As these reports described, in September 2015, Porsche AG CEO Martin Mueller  
 14 took over at Volkswagen AG following former CEO Martin Winterkorn’s post-diesel-emissions-  
 15 scandal resignation. After that transition, the new CEO at Porsche commissioned a systematic  
 16 review of Porsche’s gas fleet to determine if Porsche’s gas fleet (like its diesel fleet) had  
 17 emissions and fuel economy irregularities. After engineers determined that the answer was “yes,”  
 18 Porsche subsequently reported its findings to the EPA and to German regulators. *Id.* ¶¶ 65-67.

19 Nearly two years after this initial news—and based on the extensive investigation,  
 20 discovery, and testing, that followed—Plaintiffs now allege that Porsche used two strategies that  
 21 could have impacted the emissions and fuel economy test results for the Class Vehicles. These  
 22 strategies are described in Plaintiffs’ operative Complaint as the “Axle Ratio Fraud” and the  
 23 “Sport+ Fraud.” As to the Axle Ratio Fraud, (referred to in the Settlement as the “Fuel Economy  
 24 Matter”), Plaintiffs allege that Porsche used physically doctored vehicles for emissions and fuel  
 25 economy testing, such that the hardware and software in the tested vehicles differed in material  
 26 ways from the hardware and software in vehicles that were sold to the public. This practice  
 27 included testing vehicles with a lower gear ratio than the models ultimately produced. *Id.* ¶ 72. A  
 28 lower gear ratio consumes less gasoline and emits fewer pollutants than a higher ratio, because

<sup>2</sup> Plaintiffs filed the Amended Consolidated Complaint on June 15, 2022.

1 the axle can spin and propel the vehicle at fewer revolutions per minute. *Id.* ¶ 71. As a result, the  
2 test-specific vehicles with a lower gear ratio obtained better fuel economy and emitted less CO<sub>2</sub> in  
3 the laboratory tests (the results of which were reported to the regulators and marketed to  
4 consumers) than the higher gear ratio vehicles that were actually sold and leased to consumers. *Id.*  
5 ¶ 72.

6 In addition to the Axle Ratio Fraud, Plaintiffs allege a second tactic through which  
7 Porsche wrongly represented to the regulators that its vehicles' NO<sub>x</sub> emissions were compliant  
8 with applicable limits in *all* available driving modes. These representations were not true, as some  
9 vehicles equipped with a user-selected, high-performance "Sport+ mode" exceed legal emissions  
10 limits in that mode. The impacted Sport+ Class Vehicles are now (or are expected to soon be) the  
11 subject of a Porsche voluntary, regulator-approved recall that brings the vehicles into compliance  
12 with applicable emissions standards in all modes.

13 As set forth in the Complaint, these practices persisted for years, and led to misleading  
14 Monroney labels and marketing about the Class Vehicles' real-world fuel economy performance  
15 and emissions compliance. Together, Plaintiffs allege that the conduct summarized above and in  
16 the Amended Complaint deceived regulators, Plaintiffs, and the proposed Class about *true*  
17 emissions performance and fuel economy in the Class Vehicles. *See, e.g., id.* ¶ 68.

18 **B. Procedural background: Plaintiffs investigated their claims through a**  
19 **comprehensive discovery and technical vehicle testing process.**

20 After reports about potential emissions issues in Porsche gasoline vehicles first broke in  
21 August 2020, consumers filed six class action lawsuits against Porsche AG, Porsche Cars North  
22 America, Inc. (together, "Porsche") and Volkswagen AG ("Volkswagen") alleging that Porsche  
23 modified its tested vehicles to alter fuel economy results and that certain vehicles did not comply  
24 with relevant emissions regulations in Sport+ Mode. The filed actions were consolidated before  
25 this Court with *In re: Volkswagen "Clean Diesel" Marketing, Sales Practices, and Products*  
26 *Liability Litigation*, MDL No. 2672 CRB (JSC). The Court had previously appointed Plaintiffs'  
27 Lead Counsel and a PSC in the MDL (Dkt. 1084), and ordered Plaintiffs to file a consolidated  
28 complaint in the new Porsche gasoline matters. *See* Dkt. 7756.

1 Plaintiffs and their experts continued to conduct extensive investigation and technical  
2 vehicle testing to detect discrepancies in emissions and fuel economy performance between lab  
3 and normal driving conditions. Thereafter, Plaintiffs' Lead Counsel filed a thorough, 417-page  
4 Consolidated Class Action Complaint reflecting their initial test results and investigation. Dkt.  
5 7803. In that Consolidated Complaint, Plaintiffs brought claims against Porsche and Volkswagen  
6 for fraud by concealment, violation of the Magnuson-Moss Warranty Act, breach of express and  
7 implied warranties, and violations of state consumer protection and unfair practices statutes of all  
8 50 states and the District of Columbia.

9 On May 14, 2021, Porsche and Volkswagen filed a 60-page motion to dismiss for failure  
10 to state a claim. Plaintiffs filed a 60-page opposition on August 12, 2021, and briefing on the  
11 motions to dismiss concluded on October 25, 2021. Dkt. 7862, 7884, 7901. A hearing on those  
12 pending motions was scheduled for December 10, 2021, but on October 29, 2021, the Parties  
13 asked the Court to postpone the hearing as they pursued detailed discovery and vehicle testing,  
14 and engaged in potential settlement discussions. Dkt. 7904.

15 As part of the extensive discovery efforts in this case, Plaintiffs and Defendants undertook  
16 exhaustive testing of dozens of representative Porsche models to assess the degree of impact, if  
17 any, on the vehicles that may have been affected by the alleged conduct. Ultimately, the  
18 investigations and comprehensive testing program revealed and measured the scope of the impact  
19 on the vehicles. Specifically, testing showed a measurable fuel economy difference of up to 1-2  
20 miles per gallon (and correspondingly, a fleetwide CO<sub>2</sub> emissions increase) in certain "Fuel  
21 Economy Class Vehicles." As a result, the estimated fuel economy values for these vehicles will  
22 be revised, and the new values will be available on the EPA's "Fuel Economy Label Updates"  
23 website.<sup>3</sup> As a direct result of their vehicles' decreased fuel economy, consumers polluted more,  
24 paid more for fuel, and were inconvenienced by more frequent trips to the fuel pump through the  
25 duration of their ownership or lease of a Fuel Economy Class Vehicle. Similarly, as to the Sport+  
26 Class Vehicles, testing revealed an emissions exceedance while the vehicles operated in the high-  
27 performance Sport+ Mode. For these vehicles, Porsche has launched an EPA- and CARB-

28 <sup>3</sup> <https://www.epa.gov/recalls/fuel-economy-label-updates>, as well as [www.fueleconomy.gov](http://www.fueleconomy.gov).

1 approved recall that will apply a software fix to bring the vehicles into compliance with relevant  
2 emissions standards. SA ¶ 2.21.

3 In addition to the comprehensive vehicle testing, the Parties also engaged in extensive  
4 document and information exchanges. This included the production and review of millions of  
5 pages of potentially relevant documents from the MDL, more than 500,000 technical German-  
6 language documents made available to Plaintiffs in Germany that relate to the design,  
7 development, and testing of the Porsche Class Vehicles, and the production of over twelve  
8 thousand additional pages of documents specific to issues unique to the Porsche Gasoline  
9 litigation, including technical presentations and data that Porsche provided to the regulators. *See*  
10 Declaration of David Stellings (“Stellings Decl.”) ¶ 5.

11 Plaintiffs recently filed a 428-page Amended Consolidated Class Action Complaint to  
12 account for these developments and to reflect their further knowledge of the technological  
13 background and scope of the fuel economy and emissions issues gained throughout the  
14 intervening months of litigation and discovery. The lengthy and detailed allegations in both the  
15 Amended Complaint and the earlier Consolidated Complaint reflect the exacting process  
16 undertaken by Class Counsel to analyze the complex technologies at issue in this case, and to  
17 research, develop, and assert the various claims and the remedies available to those impacted by  
18 the Defendants’ conduct.

19 **C. The Settlement process: The Parties engaged in a lengthy, evidence-based**  
20 **negotiation.**

21 After Plaintiffs filed the Consolidated Complaint in January 2021, the Parties engaged in  
22 extensive discovery and information exchanges regarding the claims and allegations therein. This  
23 included the review of millions of pages of documents, as well as a thorough testing of dozens of  
24 vehicles conducted over more than a year’s time. The Parties intended and believe that this  
25 detailed and extensive testing regime covered all affected vehicles. SA at pp.1-2.

26 This technical information facilitated months of data-driven and sophisticated settlement  
27 negotiations between the Parties, ultimately resulting in the proposed Settlement Agreement now  
28 before the Court. Throughout these negotiations, the Parties held numerous settlement meetings,

1 including multiple in-person sessions in New York and Germany. The Parties continued their  
2 discussions with many video and telephone conferences and exchanges of information before and  
3 between those meetings. Stellings Decl. ¶¶ 8, 10. By design, many of the in-person settlement  
4 meetings included discussions with Porsche's in-house counsel, high-level engineers, and  
5 technical experts. Meanwhile, Plaintiffs' Counsel continued to spend considerable time and  
6 resources investigating the strengths and weaknesses of their claims, including through a robust  
7 and prolonged exchange of documents and information with the Defendants. *Id.* ¶¶ 8, 11. In  
8 support of both the litigation and settlement efforts, Plaintiffs' counsel retained technical experts  
9 to conduct testing on multiple vehicles from a range of models and model years under approved  
10 federal vehicle testing procedures. This testing regime enabled Plaintiffs to measure and compare,  
11 among other things, the vehicles' emissions and fuel economy results to those represented when  
12 the vehicles were originally certified, and whether driving Sport+ mode caused the vehicles to  
13 exceed relevant emissions limitations.

14 In response to regulatory inquiries and this litigation, Defendants also undertook their own  
15 comprehensive testing and analysis of the emissions and fuel economy of the Class Vehicles.  
16 Plaintiffs' counsel and their experts reviewed Defendants' testing data, discussed the testing  
17 methodology with Defendants and their engineers at length, and observed some of the testing in  
18 person. *Id.* ¶ 10. In October 2021, Plaintiffs and their experts traveled to Porsche's facilities in  
19 Weissach, Germany to observe Porsche's fuel economy and emissions testing for the Class  
20 Vehicles and to assess first-hand the Emissions Compliant Repair that Porsche developed (and the  
21 regulators approved) for Sport+ Class Vehicles. *Id.* During that trip, Plaintiffs' counsel met with  
22 several high-level engineers and other personnel responsible for investigating the alleged testing  
23 irregularities in the Class Vehicles. Plaintiffs continued that discussion in March 2022 at  
24 Porsche's headquarters in Stuttgart, Germany. There, Plaintiffs further evaluated Porsche's  
25 testing, reviewed updated test results, and held further discussions with Porsche's engineers and  
26 attorneys. *Id.*



1 The outcome of all these meetings, exchanges of information, and months of negotiations  
2 is a proposed Agreement under which the Defendants will pay at least \$80 million to the benefit  
3 of the proposed Class.

### 4 **III. SUMMARY OF SETTLEMENT TERMS**

5 The Settlement provides substantial cash compensation to each Class Member through a  
6 streamlined, state-of-the-art claims process that includes automatic payments for many Class  
7 members.

#### 8 **A. The Settlement Class definition**

9 The Settlement Class is defined as follows: “a nationwide class of all persons (including  
10 individuals and entities) who own, owned, lease, or leased a Class Vehicle.” SA ¶ 2.8.<sup>4</sup> The Class  
11 Vehicles include approximately 500,000 Porsche gasoline vehicles, model years 2005-2020, as  
12 defined in the proposed Settlement Agreement. *Id.* ¶ 2.14.

#### 13 **B. Settlement Benefits to Class members**

14 The proposed Settlement delivers substantial cash payments to any Class Member who  
15 submits a valid claim and/or obtains the Sport+ Emissions Compliant Repair. The amount of  
16 compensation available to each Class Member is based on the model and model year Class  
17 Vehicle they purchased or leased, and the degree to which there is a measured impact on their  
18 Class Vehicle from the conduct and testing practices at issue.

19 Class members with a Fuel Economy Class Vehicle will receive cash compensation for (1)  
20 the difference in cost for the amount of gasoline that would have been required under the original  
21 Monroney fuel economy label and the greater amount required under the adjusted fuel economy  
22 label, and (2) a goodwill payment of an additional 15% of those damages to compensate for any  
23 inconvenience. *Id.* ¶ 4.1. The payments range from \$250 to \$1,109.66 for Class members who

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24 <sup>4</sup> Those excluded from the Class are: (a) Defendants’ officers, directors and employees and  
25 participants in the Porsche Associate Lease Program; Defendants’ affiliates and affiliates’  
26 officers, directors and employees; Defendants’ distributors and distributors’ officers, directors  
27 and employees; (b) Judicial officers and their immediate family members and associated court  
28 staff assigned to this case; (c) All individuals who leased a Class Vehicle from a lessor other than  
Porsche Financial Services; (d) All individuals who are not Tested Fuel Economy Class  
Members, Sport+ Class Members, or Fuel Economy Class Members; and (e) All those otherwise  
in the Class who or which timely and properly exclude themselves from the Class as provided in  
this Class Action Agreement. SA ¶ 2.8.



1 owned the vehicle for all 96 months after the vehicle was first sold or leased (the full useful life of  
2 the vehicle). *Id.*, Ex. 1. Compensation for Class members who sold, purchased used, or leased  
3 their Fuel Economy Class Vehicles follows the same concept, but will be prorated to the number  
4 of months of their ownership or possession.

5 In addition to the Fuel Economy Class Vehicles, testing indicated that certain Class  
6 Vehicles equipped with “Sport+” driving mode exceeded emissions limits when driven in that  
7 mode (the “Sport+ Class Vehicles”). Porsche expects that Class members with a Sport+ Class  
8 Vehicle will be offered an emissions compliant repair (“ECR”) software update that will reduce  
9 their vehicles’ emissions in Sport+ Mode and bring them into compliance with the relevant  
10 regulatory limits. Class members with a Sport+ vehicle will *automatically* receive a \$250 cash  
11 payment upon completion of the ECR, without having to submit any further claim for  
12 compensation.<sup>5</sup> This is a significant payment to incentivize Class members to bring their Class  
13 Vehicle to a Porsche dealership for an ECR, and to compensate them for their time and  
14 inconvenience in doing so.<sup>6</sup>

15 Finally, Class members with “Other Class Vehicles” for which emissions or fuel economy  
16 deviations were not identified through the Parties’ extensive investigation and testing efforts—but  
17 which could conceivably have experienced a discrepancy given the timing and circumstances of  
18 their development and manufacture—will also be offered meaningful cash payments of up to  
19 \$200 per vehicle, depending on the overall settlement claims rate. If an *extraordinary* claims rate  
20 causes the allocation to the Other Class Vehicles to fall below \$150 per vehicle, Defendants have  
21 agreed to pay an *additional* \$5 million into the Settlement Fund, bringing the total to \$85 million.

22 If there are any funds remaining in the Settlement Value after all valid, complete, and  
23 timely Claims are paid, the Parties anticipate a redistribution of the remaining funds to Class  
24 members unless and until it is economically infeasible to do so. SA ¶ 4.4. Finally, after a  
25 redistribution, and subject to Court approval, any final balance will be directed *cy pres* to

26 \_\_\_\_\_  
27 <sup>5</sup> Payments to Sport+ Class Members will be automatic given the contemporaneous records and  
28 contact information available after obtaining the Sport+ ECR at a Porsche dealership, thereby  
eliminating the need to submit a claim form.

<sup>6</sup> Defendants are in the process of obtaining regulator approval for an ECR for a small fraction of  
the Sport+ Class Vehicles; the ECRs for the vast majority of vehicles has already been approved.

1 environmental remediation efforts. *Id.* This ensures that *all* of the money secured by the  
2 Settlement will inure to the benefit of the Class and the interests advanced in this litigation.

### 3 **C. Notice and Claims Administration**

4 The fees and costs of the Settlement Administrator—in implementing the notice program,  
5 administering the claims process, mailing checks as necessary, and performing the other  
6 administrative tasks described in the Settlement—will be paid from the Settlement Fund. SA  
7 ¶¶ 5.4, 9.3. The proposed Settlement Administrator was selected through a competitive bidding  
8 and interview process. Proposed Settlement Class Counsel received and analyzed bids from 6  
9 respected and experienced administrators. Stellings Decl., ¶ 19. Ultimately, after multiple rounds  
10 of vetting, Plaintiffs, with the consent of Defendants, selected JND Legal Administration. JND is  
11 a well-known firm that has successfully administrated numerous class settlements and judgments.  
12 *See* Declaration of Jennifer Keough, (“Keough Decl.”), ¶¶ 7, 8. Lead Counsel has engaged JND  
13 as the settlement claims and/or notice provider in approximately 8 cases over the last two years,  
14 but has also worked with numerous other providers over this time period. Stellings Decl. ¶ 21.  
15 JND estimates that the Notice and Administrative Costs in this case will range from  
16 approximately \$1.5 million to \$2.5 million, with the total based on the final tally of owners,  
17 lessees, and claims associated with the approximately 500,000 Class Vehicles. Plaintiffs believe  
18 the estimates are reasonable and necessary given the extensive size of the Class and the  
19 proportional costs to send notice and administer claims.

### 20 **D. Attorneys’ Fees, Expenses, and Service Awards**

21 Proposed Settlement Class Counsel will apply to the Court for an award of reasonable  
22 attorneys’ fees in a total amount not to exceed \$24 million (*i.e.*, up to 30% of the Settlement  
23 Fund) and reimbursement of reasonable litigation expenses up to \$1.1 million. Settlement Class  
24 Counsel will also apply for service awards of up to \$250 for each of the 33 named Plaintiffs, to  
25 compensate them for their efforts and commitment in prosecuting this case on behalf of the  
26 Settlement Class. Any attorneys’ fees, expenses, and service awards granted by the Court will be  
27 paid from the Settlement Fund. SA ¶¶ 12.1, 16.2.

1 **IV. LEGAL STANDARD FOR PRELIMINARY APPROVAL AND DECISION TO**  
 2 **GIVE NOTICE**

3 Federal Rule of Civil Procedure 23(e) governs a district court’s analysis of the fairness of  
 4 a proposed class action settlement and creates a three-step process for approval. First, a court  
 5 must determine that it is likely to (i) approve the proposed settlement as fair, reasonable, and  
 6 adequate, after considering the factors outlined in Rule 23(e)(2), and (ii) certify the settlement  
 7 class after the final approval hearing. *See* Fed. R. Civ. P. 23(e)(1)(B); *see also* 2018 Advisory  
 8 Committee Notes to Rule 23 (standard for directing notice is whether the Court “likely will be  
 9 able both to approve the settlement proposal under Rule 23(e)(2) and . . . certify the class for  
 10 purposes of judgment on the proposal”). Second, a court must direct notice to the proposed  
 11 settlement class, describing the terms of the proposed settlement and the definition of the  
 12 proposed class, to give them an opportunity to object or to opt out. *See* Fed. R. Civ. P.  
 13 23(c)(2)(B); Fed. R. Civ. P. 23(e)(1), (5). Third, after a hearing, the court may grant final  
 14 approval of the proposed settlement on a finding that the settlement is fair, reasonable, and  
 15 adequate, and certify the settlement class. Fed. R. Civ. P. 23(e)(2). In this District, a movant’s  
 16 submission should also include the information called for under the District’s Procedural  
 17 Guidance for Class Action Settlements (“Procedural Guidance”). Where, as here, “the parties  
 18 negotiate a settlement agreement before the class has been certified, settlement approval requires  
 19 a higher standard of fairness and a more probing inquiry than may be normally required under  
 20 Rule 23(e).” *Roes 1-2 v. SFBSC Mgmt., LLC*, 944 F.3d 1035, 1048 (9th Cir. 2019).

21 **V. ARGUMENT**

22 **A. The Court will be able to certify the proposed Class for settlement purposes**  
 23 **upon final approval.**

24 Certification of a settlement class is “a two-step process.” *In re Volkswagen “Clean*  
 25 *Diesel” Mktg., Sales Practices, & Prods. Liab. Litig.*, No. 2672 CRB (JSC), 2016 WL 4010049,  
 26 at \*10 (N.D. Cal. July 26, 2016) (Breyer, J.) (citing *Amchem Prods., Inc. v. Windsor*, 521 U.S.  
 27 591, 613 (1997)). First, the Court must find that the proposed settlement class satisfies the  
 28 requirements of Rule 23(a). *Id.* (citing Fed. R. Civ. P. 23(a)). Second, the Court must find that “a

1 class action may be maintained under either Rule 23(b)(1), (2), or (3).” *Id.* (citing *Amchem*, 521  
 2 U.S. at 613). The proposed Settlement Class here readily satisfies all Rule 23(a)(1)-(4) and (b)(3)  
 3 certification requirements. *See In re Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d 539, 557 (9th Cir.  
 4 2019) (en banc) (upholding district court’s preliminary approval and certification of nationwide  
 5 settlement class in similar fuel economy settlement); *see also* Dkt. 6764 (Order granting  
 6 preliminary approval and directing notice in similar fuel economy settlement in the Audi CO<sub>2</sub>  
 7 Cases in this litigation).

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

9 **a. Rule 23(a)(1): The Class is sufficiently numerous.**

10 Rule 23(a)(1) requires that “the class is so numerous that joinder of all class members is  
 11 impracticable.” Fed. R. Civ. P. 23(a)(1). A “class of 41 or more is usually sufficiently  
 12 numerous.” *5 Moore’s Federal Practice—Civil* § 23.22 (2016); *see also Hernandez v. Cty. of*  
 13 *Monterey*, 305 F.R.D. 132, 153 (N.D. Cal. 2015). The Settlement Class, as defined, includes  
 14 current and former owners and lessees of at least 500,000 Class Vehicles. Numerosity is easily  
 15 satisfied here.

16 **b. Rule 23(a)(2): The Class Claims present common questions of**  
 17 **law and fact.**

18 “Federal Rule of Civil Procedure 23(a)(2) conditions class certification on demonstrating  
 19 that members of the proposed class share common ‘questions of law or fact.’” *Stockwell v. City*  
 20 *& Cty. of San Francisco*, 749 F.3d 1107, 1111 (9th Cir. 2014). Commonality “does not turn on  
 21 the number of common questions, but on their relevance to the factual and legal issues at the core  
 22 of the purported class’ claims.” *Jimenez v. Allstate Ins. Co.*, 765 F.3d 1161, 1165 (9th Cir. 2014).  
 23 “‘Even a single question of law or fact common to the members of the class will satisfy the  
 24 commonality requirement.’” *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 369 (2011).<sup>7</sup>

25 Courts routinely find commonality where, as here, the class claims arise from a  
 26 defendant’s uniform course of fraudulent conduct. *See, e.g., In re Chrysler-Dodge-Jeep*  
 27 *Ecodiesel Mktg., Sales Practices, & Prods. Liab. Litig.*, No. 17-MD-02777-EMC, 2019 WL

28 <sup>7</sup> Here, and throughout, internal citations are omitted unless otherwise indicated.

1 536661, at \*6 (N.D. Cal. Feb. 11, 2019) (commonality satisfied where claims arose from the  
 2 defendants’ “common course of conduct” in perpetrating alleged vehicle emissions cheating  
 3 scheme); *Cohen v. Trump*, 303 F.R.D. 376, 382 (S.D. Cal. 2014) (finding “common questions as  
 4 to ‘Trump’s scheme and common course of conduct, which ensnared Plaintiff[] and the other  
 5 Class members alike.”).<sup>8</sup>

6 Here, the Settlement Class claims are rooted in common questions of fact relating to  
 7 Defendants’ alleged irregularities relating to emissions and fuel economy test results in the Class  
 8 Vehicles, and related representations to regulators and consumers. *See, e.g.*, Am. Compl. ¶ 1; *see*  
 9 *also In re Hyundai*, 926 F.3d at 557 (similar common questions about misrepresented fuel  
 10 economy ratings satisfied commonality requirement). These common questions will, in turn,  
 11 generate common answers “apt to drive the resolution of the Clitigation” for the Settlement Class  
 12 as a whole. *See Dukes*, 564 U.S. at 350. As the Settlement Class’s “injuries derive from  
 13 [D]efendants’ alleged ‘unitary course of conduct,’” Plaintiffs have “‘identified a unifying thread  
 14 that warrants class treatment.” *Sykes v. Mel Harris & Assocs. LLC*, 285 F.R.D. 279, 290  
 15 (S.D.N.Y. 2012), *aff’d* 780 F.3d 70 (2d Cir. 2015). As in the *Volkswagen* diesel litigation,  
 16 “[w]ithout class certification, individual Class members would be forced to separately litigate the  
 17 same issues of law and fact which arise from Volkswagen’s use of the [emissions cheat] and  
 18 Volkswagen’s alleged common course of conduct.” 2016 WL 4010049, at \*10.

19 **c. Rule 23(a)(3): The Settlement Class Representatives’ claims are**  
 20 **typical of other Class members’ claims.**

21 Under Rule 23(a)(3), Plaintiffs’ claims are “typical” if they are “reasonably coextensive  
 22 with those of absent class members; they need not be substantially identical.” *Parsons v. Ryan*,  
 23 754 F.3d 657, 685 (9th Cir. 2014) (citation omitted). “The test of typicality is whether other

24 \_\_\_\_\_  
 25 <sup>8</sup> Likewise, commonality is satisfied in cases where defendants deployed uniform  
 26 misrepresentations to deceive the public (such as the Monroney labels and other advertisements  
 27 for the Class Vehicles here). *See Ries v. Ariz. Beverages USA LLC*, 287 F.R.D. 523, 537 (N.D.  
 28 Cal. 2012) (“Courts routinely find commonality in false advertising cases . . . .”); *Astiana v. Kashi*  
*Co.*, 291 F.R.D. 493, 501-02 (S.D. Cal. 2013) (same); *see also Guido v. L’Oreal, USA, Inc.*, 284  
 F.R.D. 468, 478 (C.D. Cal. 2012) (whether misrepresentations “are unlawful, deceptive, unfair, or  
 misleading to reasonable consumers are the type of questions tailored to be answered in ‘the  
 capacity of a classwide proceeding to generate common answers apt to drive the resolution of the  
 litigation’”) (quoting *Dukes*, 564 U.S. at 350).

1 members have the same or similar injury, whether the action is based on conduct which is not  
2 unique to the named plaintiffs and whether other class members have been injured by the same  
3 course of conduct.” *Hernandez*, 305 F.R.D. at 159. Typicality “assure[s] that the interest of the  
4 named representative aligns with the interests of the class.” *Wolin v. Jaguar Land Rover N. Am.,*  
5 *LLC*, 617 F.3d 1168, 1175 (9th Cir. 2010) (quoting *Hanon v. Dataprods. Corp.*, 976 F.2d 497,  
6 508 (9th Cir. 1992)). Thus, where a plaintiff suffered a similar injury and other class members  
7 were injured by the same course of conduct, typicality is satisfied. *See Parsons*, 754 F.3d at 685;  
8 *see also Evon v. Law Offices of Sidney Mickell*, 688 F.3d 1015, 1030 (9th Cir. 2012).

9 Here, the same course of conduct injured the Settlement Class Representatives and the  
10 other members of the proposed Settlement Class in the same ways. The Settlement Class  
11 Representatives, like other Settlement Class members, purchased or leased Class Vehicles that  
12 did not or may not obtain the fuel economy and emissions performance they reasonably expected.  
13 As a result, they had to pay for more gas and visit the gas pump more frequently, and/or will take  
14 their vehicles in for a software fix to ensure their compliance with emissions regulations. The  
15 typicality requirements are satisfied.

16 **d. Rule 23(a)(4): The Settlement Class Representatives and Class**  
17 **Counsel have and will protect the interests of the Class.**

18 Rule 23(a)(4)’s adequacy requirement is met where, as here, “the representative parties  
19 will fairly and adequately protect the interests of the class.” Fed. R. Civ. P. 23(a)(4). Adequacy  
20 entails a two-prong inquiry: “(1) do the named plaintiffs and their counsel have any conflicts of  
21 interest with other class members and (2) will the named plaintiffs and their counsel prosecute the  
22 action vigorously on behalf of the class?” *Evon*, 688 F.3d at 1031 (quoting *Hanlon v. Chrysler*  
23 *Corp.*, 150 F.3d 1011, 1020 (9th Cir. 1998)). Both prongs are readily satisfied here.

24 The Settlement Class Representatives have no interests antagonistic to Settlement Class  
25 members and will continue to protect the Class’s interests in overseeing the Settlement  
26 administration and through any appeals. *See Clemens v. Hair Club for Men, LLC*, No. C 15-  
27 01431 WHA, 2016 WL 1461944, at \*2-3 (N.D. Cal. Apr. 14, 2016). Indeed, the Settlement Class  
28 Representatives “are entirely aligned [with the Settlement Class] in their interest in proving that

1 [Defendants] misled them and share the common goal of obtaining redress for their injuries.”  
2 *Volkswagen*, 2016 WL 4010049, at \*11. The Representatives understand their duties, have  
3 agreed to consider the interests of absent Settlement Class members, and have reviewed and  
4 uniformly endorsed the Settlement terms. *See* Stellings Decl. ¶ 22; *see also, e.g., Trosper v.*  
5 *Styker Corp.*, No. 13-CV-0607-LHK, 2014 WL 4145448, at \*12 (N.D. Cal. Aug. 21, 2014) (“All  
6 that is necessary is a ‘rudimentary understanding of the present action and ... a demonstrated  
7 willingness to assist counsel in the prosecution of the litigation.’”). The proposed Settlement  
8 Class Representatives are more than adequate.

9 Similarly, as demonstrated throughout this litigation, Lead Counsel and many of the PSC  
10 firms have undertaken an enormous amount of work, effort, and expense in this MDL and in  
11 litigating the Porsche Gasoline cases. They have demonstrated their willingness to devote  
12 whatever resources were necessary to reach a successful outcome throughout the nearly one and  
13 half years since filing the Consolidated Complaint. They, too, satisfy Rule 23(a)(4).

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

15 Rule 23(b)(3)’s requirements are also satisfied because (i) “questions of law or fact  
16 common to class members predominate over any questions affecting only individual members”;  
17 and (ii) a class action is “superior to other available methods for fairly and efficiently adjudicating  
18 the controversy.” Fed. R. Civ. P. 23(b)(3).

### 19 **a. Common issues of law and fact predominate.**

20 “The predominance inquiry ‘asks whether the common, aggregation-enabling, issues in  
21 the case are more prevalent or important than the non-common, aggregation-defeating, individual  
22 issues.’” *Tyson Foods, Inc. v. Bouaphakeo*, 136 S. Ct. 1036, 1045 (2016). “When ‘one or more  
23 of the central issues in the action are common to the class and can be said to predominate, the  
24 action may be considered proper under Rule 23(b)(3) even though other important matters will  
25 have to be tried separately, such as damages or some affirmative defenses peculiar to some  
26 individual class members.’” *Id.* At its core, “[p]redominance is a question of efficiency.”  
27 *Butler v. Sears, Roebuck & Co.*, 702 F.3d 359, 362 (7th Cir. 2012). Thus, “[w]hen common  
28 questions present a significant aspect of the case and they can be resolved for all members of the



1 class in a single adjudication, there is clear justification for handling the dispute on a  
2 representative rather than on an individual basis.” *Hanlon*, 150 F.3d at 1022.

3 The Ninth Circuit favors class treatment of fraud claims stemming from a “‘common  
4 course of conduct.’” *See In re First Alliance Mortg. Co.*, 471 F.3d 977, 990 (9th Cir. 2006);  
5 *Hanlon*, 150 F.3d at 1022-23. Even outside of the settlement context, predominance is readily  
6 satisfied for consumer claims arising from the defendants’ common course of conduct. *See*  
7 *Amchem Prods.*, 521 U.S. at 625; *Wolin*, 617 F.3d at 1173, 1176 (consumer claims based on  
8 uniform omissions certifiable where “susceptible to proof by generalized evidence,” even if  
9 individualized issues remain); *Friedman v. 24 Hour Fitness USA, Inc.*, No. CV 06-6282 AHM  
10 (CTx), 2009 WL 2711956, at \*8 (C.D. Cal. Aug. 25, 2009) (common issues predominate where  
11 alleged injury is a result “of a single fraudulent scheme.”).

12 Here, too, questions of law and fact common to the Settlement Class members’ claims  
13 predominate over any questions affecting only individual members, because the common issues  
14 “turn on a common course of conduct by the defendant in [a] nationwide class action.” *See In re*  
15 *Hyundai*, 926 F.3d at 559 (citing *Hanlon*, 150 F.3d at 1022–23). Indeed, “[i]n many consumer  
16 fraud cases, the crux of each consumer’s claim is that a company’s mass marketing efforts,  
17 common to all consumers, misrepresented the company’s product”—here, the vehicles’ fuel  
18 efficiency and emissions-compliant performance. *Id.*

19 Similar to *Hyundai*, Defendants’ common course of conduct—the alleged irregularities as  
20 to emissions and fuel economy test results—are central to the claims asserted in the Amended  
21 Complaint. Common, unifying questions as to the Defendants’ conduct include, for example,  
22 “(1) “[w]hether the fuel economy statements were in fact inaccurate”; and (2) “whether [the  
23 Defendants] knew that their fuel economy statements were false or misleading.” *Id.* The alleged  
24 misrepresentations to the Class were (among other sources) “uniformly made via Monroney  
25 stickers.” *Id.* (internal quotation marks omitted). As such, Defendants allegedly “perpetrated the  
26 same fraud in the same manner against all Class members.” *Volkswagen*, 2016 WL 4010049, at  
27 \*12. Predominance is satisfied.



1                                   **b. Class treatment is superior to other available methods for the**  
2                                   **resolution of this case.**

3                   Superiority asks “whether the objectives of the particular class action procedure will be  
4 achieved in the particular case.” *Hanlon*, 150 F.3d at 1023. In other words, it “requires the court  
5 to determine whether maintenance of this litigation as a class action is efficient and whether it is  
6 fair.” *Wolin*, 617 F.3d at 1175-76. Under Rule 23(b)(3), “the Court evaluates whether a class  
7 action is a superior method of adjudicating plaintiff’s claims by evaluating four factors: ‘(1) the  
8 interest of each class member in individually controlling the prosecution or defense of separate  
9 actions; (2) the extent and nature of any litigation concerning the controversy already commenced  
10 by or against the class; (3) the desirability of concentrating the litigation of the claims in the  
11 particular forum; and (4) the difficulties likely to be encountered in the management of a class  
12 action.’” *Trosper*, 2014 WL 4145448, at \*17.

13                   Class treatment here is far superior to the litigation of hundreds of thousands of individual  
14 consumer actions. “From either a judicial or litigant viewpoint, there is no advantage in  
15 individual members controlling the prosecution of separate actions. There would be less  
16 litigation or settlement leverage, significantly reduced resources and no greater prospect for  
17 recovery.” *Hanlon*, 150 F.3d at 1023; *see also Wolin*, 617 F.3d at 1176 (“Forcing individual  
18 vehicle owners to litigate their cases, particularly where common issues predominate for the  
19 proposed class, is an inferior method of adjudication.”). The maximum damages sought by each  
20 Settlement Class Member (ranging from \$250-\$1,109.66 per Fuel Economy Class Vehicle, up to  
21 \$250 for Sport+ Vehicles, and up to \$200 for each Other Class Vehicle), while significant to  
22 individual Class members, are relatively small in comparison to the substantial cost of  
23 prosecuting each one’s individual claims, especially given the technical nature of the claims at  
24 issue. *See Smith v. Cardinal Logistics Mgmt. Corp.*, No. 07-2104 SC, 2008 WL 4156364, at \*11  
25 (N.D. Cal. Sept. 5, 2008) (small interest in individual litigation where damages averaged \$25,000-  
26 \$30,000 per year of work).

27                   Class resolution is also superior from an efficiency and resource perspective. Indeed, “[i]f  
28 Class members were to bring individual lawsuits against [Defendants], each Member would be

1 required to prove the same wrongful conduct to establish liability and thus would offer the same  
2 evidence.” *Volkswagen*, 2016 WL 4010049, at \*12. With a Class of well over 500,000  
3 associated with at least that many Class Vehicles, “there is the potential for just as many lawsuits  
4 with the possibility of inconsistent rulings and results.” *Id.* “Thus, classwide resolution of their  
5 claims is clearly favored over other means of adjudication, and the proposed Settlement resolves  
6 Class members’ claims at once.” *Id.* Superiority is met here, and Rule 23(e)(1)(B)(ii) is satisfied.

7 \* \* \*

8 For all the reasons set forth above, Plaintiffs respectfully submit that the Court will—after  
9 notice is issued and Class member input received—“likely be able to . . . certify the class for  
10 purposes of judgment on the proposal.” *See* Fed. R. Civ. P. 23(e)(1)(B).

11 **B. The Court should appoint Lead Plaintiffs’ Counsel as Interim Settlement**  
12 **Class Counsel under Rule 23(g)(3).**

13 The Court is required to appoint class counsel to represent the Settlement Class. *See* Fed.  
14 R. Civ. P. 23(g). At the outset of the MDL, as part of a competitive application process with a  
15 total of 150 submissions, the Court chose Lead Counsel and each member of the PSC due to their  
16 qualifications, experience, and commitment to the successful prosecution of this litigation. *See*  
17 Dkt. 1084. The criteria that the Court considered in appointing Lead Counsel and the PSC align  
18 with the considerations set forth in Rule 23(g). *See, e.g., Clemens*, 2016 WL 1461944, at \*2. As  
19 noted above, Lead Counsel and several of the PSC firms have undertaken an enormous amount of  
20 work, effort, and expense in this MDL and in litigating the Porsche gasoline cases. *See* Stellings  
21 Decl. ¶¶ 5-7. Plaintiffs therefore submit that Lead Counsel should be appointed as Interim  
22 Settlement Class Counsel under Rule 23(g)(3) to conduct the necessary steps in the Settlement  
23 approval process.

24 **C. The Settlement is fair, reasonable, and adequate.**

25 Rule 23(e)(2) identifies several criteria for the Court to use in deciding whether to grant  
26 preliminary approval of a proposed class settlement and direct notice to the proposed class. A  
27 “presumption of correctness” attaches where, as here, a “class settlement [was] reached in arm’s-  
28 length negotiations between experienced capable counsel after meaningful discovery.” *See Free*

1 *Range Content, Inc. v. Google, LLC*, No. 14-CV-02329-BLF, 2019 WL 1299504, at \*6 (N.D.  
2 Cal. Mar. 21, 2019). The Settlement proposed here readily satisfies the criteria for preliminary  
3 approval.

4 **1. Rule 23(e)(2)(A): Class Counsel and the Settlement Class**  
5 **Representatives have and will continue to zealously represent the**  
6 **Class.**

7 Class Counsel and the Settlement Class Representatives fought hard to protect the  
8 interests of the Class, as evidenced by the significant compensation available to the Class through  
9 the proposed Settlement. Class Counsel prosecuted this action and the fair resolution of it with  
10 vigor and dedication since the Porsche Gasoline litigation began in 2020. *See* Fed. R. Civ. P.  
11 23(e)(2)(A). As detailed above, Class Counsel undertook significant efforts to uncover the  
12 facts—including retaining technical experts and conducting multiple rounds of vehicle testing—  
13 to continuously prosecute and refine the Class claims. Class Counsel also engaged in robust Rule  
14 12 motion practice—researching, drafting, and filing a thorough, 60-page opposition brief to  
15 Defendants’ motion to dismiss. *See* § II.B, *supra*.

16 The Settlement Class Representatives are actively engaged. Each worked with counsel to  
17 review and evaluate the terms of the proposed Settlement Agreement and has endorsed its terms.  
18 Each Representative has also expressed their continued willingness to protect the Class until the  
19 Settlement is approved and its administration completed. *See* Stelling Decl. ¶ 22.

20 **2. Rule 23(e)(2)(B): The Settlement is the product of good faith,**  
21 **informed, and arm’s-length negotiations.**

22 The Parties undertook serious, informed, and arm’s-length negotiations over more than a  
23 year’s time—including multiple in-person negotiation sessions in Germany and New York and  
24 multiple remote sessions via video and telephone. *Id.* ¶ 8. These detailed, technical, and  
25 evidence-based discussions culminated in in the proposed Settlement now before the Court. *See*  
26 Fed. R. Civ. P. 23(e)(2)(B).

27 With negotiations ongoing, and as described above (§ II.C), Class Counsel retained  
28 technical experts to independently test Class Vehicles and analyze comprehensive data on the  
vehicles’ emissions and fuel economy performance, including in the user-selected Sport+ mode.

1 Defendants likewise conducted an extensive testing and review process, which included third-  
2 party validation of the results. The Parties agreed to share information about their independent  
3 processes and results to facilitate informed negotiations. This robust process included, among  
4 other things, vehicle testing conducted in Germany with experts from all Parties; detailed  
5 questioning of high-level Porsche managers and engineers; review and analysis of millions of  
6 pages of documents pertaining to Porsche vehicles, including documents that had been produced  
7 in the MDL; over 500,000 technical German language documents made available to Plaintiffs' in  
8 Germany; and more than twelve thousand pages of documents specific to certain issues in the  
9 Porsche Gasoline cases. Stellings Decl. ¶ 5.

10 Where extensive information has been exchanged, “[a] court may assume that the parties  
11 have a good understanding of the strengths and weaknesses of their respective cases and hence  
12 that the settlement’s value is based upon such adequate information.” William B. Rubenstein, et  
13 al., 4 Newberg on Class Actions § 13:49 (5th ed. 2012) (“*Newberg*”); cf. *In re Anthem, Inc. Data*  
14 *Breach Litig.*, 327 F.R.D. 299, 320 (N.D. Cal. 2018) (concluding that the “extent of discovery”  
15 and factual investigation undertaken by the parties gave them “a good sense of the strength and  
16 weaknesses of their respective cases in order to ‘make an informed decision about settlement’”  
17 (citing *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 459 (9th Cir. 2000))).

18 Here, too, the significant exchange of documents and information supports the Parties’  
19 ability to make a well-supported decision on settlement. Notably, discovery supporting a  
20 settlement does not need to have been formally produced and can include documents and  
21 information learned in related proceedings. See *Linney v. Cellular Alaska P’ship*, 151 F.3d 1234,  
22 1239–40, 1241 (9th Cir. 1998) (noting that formal discovery is not required for settlement  
23 approval and that “[i]n particular, the district court and plaintiffs may rely on discovery developed  
24 in prior or related proceedings”); *Wahl v. Yahoo! Inc.*, No. 17-CV-02745-BLF, 2018 WL  
25 6002323, at \*4 (N.D. Cal. Nov. 15, 2018) (granting final approval of class settlement although  
26 “little formal discovery” was conducted, noting relevant inquiry was whether parties had  
27 “sufficient information to evaluate the case’s strengths and weaknesses.”). Here, Defendants have  
28 produced or made available hundreds of thousands of documents relevant to Plaintiffs’ claims in

1 the Porsche Gasoline matters, and millions more pages of relevant documents pertaining to  
2 Porsche vehicles from the Audi CO<sub>2</sub> cases and the “Clean Diesel” MDL—all of which informed  
3 Plaintiffs’ understanding of the strengths and weaknesses of their claims. Stellings Decl. ¶ 5.

4 A meaningful exchange of documents and information also evidences that the litigation  
5 was adversarial, and therefore serves as “an indirect indicator that a settlement is not collusive but  
6 arms-length.” 4 *Newberg* § 13:49; *see also In re Anthem*, 327 F.R.D. at 320 (“Extensive  
7 discovery is also indicative of a lack of collusion. . . .”); *In re Volkswagen “Clean Diesel” Mktg.,*  
8 *Sales Practices, & Prods. Liab. Litig.*, No. MDL 2672 CRB (JSC), 2019 WL 2077847, at \*1  
9 (N.D. Cal. May 10, 2019) (“Lead Counsel vigorously litigated this action during motion practice  
10 and discovery, and the record supports the continuation of that effort during settlement  
11 negotiations.”). Here, Plaintiffs reviewed and analyzed a significant production of the  
12 Defendants’ documents, data, and other information, and conducted on-the-ground investigations  
13 with expert interviews and site visits to Defendant Porsche’s testing facility in Weissach,  
14 Germany, among other things. Stellings Decl. ¶¶ 8, 10.

15 It is also worth noting that the methodology and outcomes of the Parties’ testing were  
16 independently assessed by the EPA and CARB, who have already approved the ECR for most of  
17 the Sport+ Class Vehicles, and reviewed the fuel economy calculations underpinning the  
18 Settlement’s compensation formula for the Fuel Economy recovery. The revised fuel economy  
19 values will be updated on the official government website, [www.fueleconomy.gov](http://www.fueleconomy.gov). *See In re*  
20 *Volkswagen “Clean Diesel” Mktg., Sales Practices, & Prods. Liab. Litig.*, No. MDL 2672 CRB  
21 (JSC), 2016 WL 4010049 at \*14 (N.D. Cal. Oct. 25, 2016), *aff’d sub nom. In re Volkswagen*  
22 *“Clean Diesel” Mktg., Sales Practices, & Prods. Liab. Litig.*, 895 F.3d 597 (9th Cir. 2018)  
23 (government participation in negotiations weighed “heavily in favor” of approval); *Marshall v.*  
24 *Holiday Magic, Inc.*, 550 F.2d 1173, 1178 (9th Cir. 1977) (“The participation of a government  
25 agency serves to protect the interests of the class members, particularly absentees, and approval  
26 by the agency is an important factor for the court’s consideration.”).

27 But perhaps most importantly of all, the result of the negotiations speaks for itself.  
28 Where, as here, the vast majority of Fuel Economy Class members stand to be fully compensated

1 for their damages (*see* Section V.C.3), and Sport+ and Other Class Vehicle Class members will  
2 each be offered substantial compensation closely tethered to how their Class Vehicles were  
3 affected from the conduct at issue, there is little room for argument that counsel failed to protect  
4 the interests of the Class or otherwise engaged in collusive behavior. *See* Stellings Decl. ¶¶ 14-  
5 16; *see also In re Volkswagen*, 2019 WL 2077847, at \*1 (granting final settlement approval where  
6 “Lead Counsel ha[d] . . . a successful track record of representing [plaintiffs] in cases of this kind  
7 . . . [and] attest[ed] that both sides engaged in a series of intensive, arm’s-length negotiations” and  
8 there was “no reason to doubt the veracity of Lead Counsel’s representations”).

9 **3. Rule 23(e)(2)(C): The Settlement provides substantial compensation in**  
10 **exchange for the compromise of strong claims.**

11 The Settlement provides substantial relief for the Class, especially considering (i) the  
12 costs, risks, and delay of trial and appeal; (ii) the effectiveness of the proposed distribution plan;  
13 and (iii) the fair terms of the requested award of attorney’s fees. *See* Fed. R. Civ. P. 23(e)(2)(C).

14 As noted above, the Settlement secures at least \$80 million for cash payments to  
15 compensate Class members for the impacts on their Class Vehicles due to the Defendants’ alleged  
16 practices of influencing regulatory test results. The compensation available for Fuel Economy  
17 Class Vehicles consists of (1) the difference in cost for the amount of gasoline that would have  
18 been required under the original Monroney fuel economy label and the greater amount required  
19 under the adjusted fuel economy label, and (2) a goodwill payment of an additional 15% of those  
20 damages to compensate for any inconvenience. This compensation formula, which is detailed in  
21 the Long Form Notice, relies on a number of negotiated parameters—including the average miles  
22 per year, the expected duration of ownership, and fuel cost—each of which is favorable to the  
23 Class.

24 Specifically, the Settlement formula calculates the extra gallons attributable to the reduced  
25 fuel economy based on specific data about the average annual mileage for the impacted Class  
26 Vehicle models. Stellings Decl. ¶ 14. Furthermore, the Settlement compensates Class members  
27 for 96 months’ worth of extra gasoline combined with the monthly estimates for average mileage.  
28 *Id.* This compares favorably to the number of months compensated in three recent class action

1 settlements related to fuel economy reductions, including in this MDL. *See Ellis v. Gen. Motors,*  
2 *LLC*, No. 2:16-cv-11747-GCS-APP, Dkt. 34-2 at 12 (E.D. Mich. July 14, 2017); *In re Hyundai,*  
3 *926 F.3d* at 554; *In re Volkswagen “Clean Diesel”*, No. 15-md-2672, Dkts. 6764, 7244 (N.D.  
4 Cal.) (orders granting preliminary and final approval of consumer class settlements in Audi CO<sub>2</sub>  
5 Cases using analogous compensation formula for fuel economy differential).

6 Finally, the compensation formula uses an estimated (inflation adjusted) fuel cost of \$3.97  
7 per gallon, and applies a 15% goodwill premium to account for any inconvenience to Class  
8 members. Given the scope of the Class Vehicles involved in this litigation, the \$3.97 average  
9 premium fuel price in the Settlement is a proxy for a wide range of market prices over a 21-year  
10 period, from 2005 to 2026.<sup>9</sup> Applying an average premium fuel price over this time period will  
11 create a streamlined and efficient claims process that avoids an unwieldy individualized damages  
12 formula, especially in light of the fact that many Fuel Economy Class Vehicles during this 21-  
13 year period were subject to a range of higher or lower gas prices across different states at different  
14 points in time. *See, e.g., In re Volkswagen “Clean Diesel”*, No. 15-md-2672, Dkt. 3229 (Order  
15 granting final approval of 3.0L settlement, and reasoning “a settlement that attempted to  
16 compensate consumers on an individual basis . . . would require so many individualized  
17 assessments that the cost and difficulty of administering it would necessarily result in fewer  
18 benefits than the proposed Class-wide Settlement.”). As such, this compensation formula will pay  
19 all Fuel Economy Class members a very high percentage of their recoverable damages (and the  
20 vast majority of them 100% of damages).<sup>10</sup> *See, e.g.,* Dkt. 6634-3, Declaration of Edward M.

21 \_\_\_\_\_  
22 <sup>9</sup> As to the \$3.54 per gallon price in the Audi CO<sub>2</sub> Settlement, Mr. Stockton opined in 2019 that it  
23 compared favorably to the average retail price of premium gasoline from 2014 to 2019. Dkt.  
24 6634-3 at ¶ 20. Here, the \$3.54 per gallon price has been increased to \$3.97 to account for  
25 inflation in the intervening years.

26 <sup>10</sup> For most of the Fuel Economy Class Vehicles, the 96 months of fuel usage for which they will  
27 be compensated has already concluded. For these vehicles, the \$3.97 premium fuel price  
28 conservatively estimates the average amount that the Fuel Economy Class Members paid at the  
pump over time and provides full compensation for the damages incurred. However, for a small  
subset of Fuel Economy Class Vehicles first sold or leased fewer than 96 months ago (*i.e.* model  
years 2015 and onward, which make up approximately 18% of the affected vehicles), the 96  
months eligible for compensation is ongoing and will include the current surge in fuel prices in  
the summer of 2022. An extended period of unusually high fuel prices in the coming years,  
without reprieve, could interfere with the intention to provide full compensation on fuel prices for  
this subset of vehicles. Because the parties cannot predict the uncertainty of future gas prices and



1 Stockton, (opining that analogous compensation framework provided “full” compensation for  
 2 class members’ damages in a comparable fuel economy settlement). It is nearly identical to that  
 3 approved by the Court in the similar Audi CO<sub>2</sub> Fuel Economy matter, with the exception that the  
 4 gas price was increased from \$3.54 to \$3.97 to account for inflation in the years after that  
 5 settlement. *See In re Volkswagen “Clean Diesel”*, No. 15-md-2672, Dkts. 6764, 7244.

6 The compensation for Sport+ and Other Class Vehicles is similarly significant, including  
 7 a cash benefit of \$250 to Sport+ Class members to incentivize and compensate them for the time  
 8 in bringing their Class Vehicles to a dealership to receive the ECR, and a payment of up to \$200  
 9 per vehicle to compensate Other Class Vehicle Class members whose vehicles conceivably could  
 10 have been impacted by the conduct at issue, but for which no deviations were identified through  
 11 the comprehensive testing program that the Parties believe covered all potentially impacted  
 12 vehicles. This is an exceptional result for the compromise of contested claims that have not yet  
 13 survived a motion to dismiss.

14 **a. The Settlement mitigates the risks, expenses, and delays the**  
 15 **Class would bear with continued litigation.**

16 The Settlement benefits (described above) are even more impressive given the inherent  
 17 uncertainties of continued litigation and the inevitable delay that would accompany it. Even if the  
 18 Settlement had secured something less than actual damages, compromise of potential recovery in  
 19 exchange for certain and timely provision of the benefits under the Settlement is an  
 20 unquestionably reasonable outcome. *See Nobles v. MBNA Corp.*, No. C 06-3723 CRB, 2009 WL  
 21 1854965 at \*2 (N.D. Cal. June 29, 2009) (“The risks and certainty of recovery in continued  
 22 litigation are factors for the Court to balance in determining whether the Settlement is fair.”);  
 23 *Kim v. Space Pencil, Inc.*, No. C 11-03796 LB, 2012 WL 5948951, at \*5 (N.D. Cal. Nov. 28,  
 24 2012) (“The substantial and immediate relief provided to the Class under the Settlement weighs  
 25 heavily in favor of its approval compared to the inherent risk of continued litigation, trial, and  
 26 appeal, as well as the financial wherewithal of the defendant.”).

27 \_\_\_\_\_  
 28 global disruptions in the fuel supply chain, the \$3.97 figure—which is based on historic averages  
 and adjusted for inflation—remains a fair and practicable way to approximate the fuel costs for  
 these vehicles as well.



1 This case, like those cited above, is not without risk. Defendants moved to dismiss the  
2 Consolidated Complaint, and there is little doubt they would raise similar arguments against the  
3 now-operative Amended Complaint should the litigation proceed. The motion to dismiss is not  
4 yet decided, and the outcome of those motions was far from certain.

5 For example, one of the central arguments of Defendants' motion to dismiss is that  
6 Plaintiffs' claims about misleading fuel economy representations are preempted by the  
7 Environmental Policy and Conservation Act ("EPCA") as enforced by the Federal Trade  
8 Commission ("FTC"). A recent decision from the Eastern District of Michigan credited a similar  
9 argument in a fuel economy manipulation case and concluded that plaintiffs' claims based on  
10 EPA fuel economy estimates were both expressly and impliedly preempted by the EPCA. *See In*  
11 *re Ford Motor Co. F-150 & Ranger Truck Fuel Econ. Mktg. & Sales Pracs. Litig.*, No. 2:19-MD-  
12 02901, 2022 WL 551221, at \*12 (E.D. Mich. Feb. 23, 2022). Plaintiffs respectfully submit that  
13 the better-reasoned authority rejects these arguments, including for the reasons articulated in  
14 Plaintiffs' opposition brief (*see* Dkt. 7884 at 19-28); *see also, e.g., In re Toyota Rav4 Hybrid Fuel*  
15 *Tank Litig.*, 534 F. Supp. 3d 1067, 1095 (N.D. Cal. 2021) (rejecting EPCA/FTC preemption  
16 where plaintiffs alleged that failure to obtain advertised mileage range was due to diminished fuel  
17 tank capacity). Nonetheless, the recent decision from the Eastern District of Michigan stands to  
18 show that Defendants' preemption arguments are not without merit.

19 Success on Plaintiffs' individual state-law claims is likewise not guaranteed. Indeed,  
20 courts have dismissed similar state-law claims in recent automotive cases. *See, e.g., id.* at 1118  
21 (dismissing Deceptive Trade Practices Act claims from Ohio based on conclusion that statute  
22 does not confer standing on consumers, and Nebraska and Oklahoma given an exemption under  
23 those statutes to claims based on vehicle advertising); *Gant v. Ford Motor Co.*, 517 F. Supp. 3d  
24 707, 719 (E.D. Mich. 2021) (dismissing Michigan Consumer Protection Act claim and  
25 concluding that motor vehicle sales and lease transactions are not covered by the statute); *In re*  
26 *Chrysler-Dodge-Jeep EcoDiesel Mktg., Sales Practices & Prods. Liab. Litig.*, 295 F. Supp. 3d  
27 927, 1027 (N.D. Cal. 2018) (dismissing plaintiffs' common law fraud claims, and various other  
28 state-law claims for lack of privity and failure to obtain approval of state attorneys general);

1 *Counts v. Gen. Motors, LLC*, 237 F. Supp. 3d 572, 594 (E.D. Mich. 2017) (similar). Plaintiffs  
2 would likely face these same challenges, and others, here.

3 Finally, while Plaintiffs have not moved to certify a litigation class, that process would be  
4 expensive, lengthy, and, again, uncertain. Avoiding years of additional, risky litigation in  
5 exchange for the immediate and significant cash payments is a principled compromise that works  
6 to the clear benefit of the Class.

7 **b. Class members will obtain relief through a straightforward**  
8 **claims process.**

9 The Parties were exacting and intentional in their efforts to ensure that the claims process  
10 will be straightforward and efficient. Class members will be able to select streamlined forms of e-  
11 payments, including through Venmo, PayPal, and other forms of online transfer. For Fuel  
12 Economy and Other Class Vehicles, Class members need only submit a short claim form online or  
13 by mail with basic documentation sufficient to establish their ownership or lease of a Class Vehicle  
14 and the duration for which they did so (*e.g.*, purchase agreement, sale documentation, and/or proof  
15 of current registration). No further action is required. Fuel Economy and Other Class members who  
16 have submitted a complete and valid claim will receive compensation after the Fuel Economy  
17 Claims Deadline, which is 120 days from the entry of the Preliminary Approval Order. SA ¶ 2.6.  
18 Sport+ Class members will receive compensation *automatically* after completing an ECR in their  
19 vehicle, for a period of eighteen months from the Preliminary Approval Order, to allow sufficient  
20 time for completion of the ECR. SA ¶ 2.6.<sup>11</sup> The effort required and safeguards incorporated in  
21 this process are proportional to the compensation available, and necessary and appropriate to  
22 preserve the integrity of the Claims Program.

23 **c. Counsel will seek reasonable attorneys' fees and costs.**

24 Settlement Class Counsel will move for an award of reasonable attorneys' fees and  
25 reimbursement of their litigation expenses for work performed and expenses incurred in  
26 furtherance of this litigation pursuant to Pretrial Orders 7 and 11. Fed. R. Civ. P. 23(e)(2)(C)(iii).

27 <sup>11</sup> For the small population of Sport+ Class Members for whom an ECR has not yet been formally  
28 approved by the regulators, this group will receive notice of the need to submit a claim form.  
Should approval of the ECR occur prior to the conclusion of the Claims Period, they too will  
receive payments automatically without the need to submit a claim.

1 Settlement Class Counsel currently anticipate requesting that the Court award a total of 30% of  
2 the non-reversionary Settlement Fund in attorneys' fees, plus expenses (*i.e.*, approximately \$25.1  
3 million). As a percentage of the \$85 million total compensation available to the Class, the  
4 anticipated fee request will represent 28% of the settlement fund. This request is within the range  
5 regularly approved in common fund settlements in this Circuit. *See, e.g., Vizcaino v. Microsoft*  
6 *Corp.*, 290 F.3d 1043, 1047 (9th Cir. 2002) (observing that Ninth Circuit cases support that  
7 between 20 and 30 percent of the settlement common fund in attorneys' fees is within the "usual  
8 range"); *Hernandez v. Dutton Ranch Corp.*, No. 19-CV-00817-EMC, 2021 WL 5053476, at \*6  
9 (N.D. Cal. Sept. 10, 2021) (collecting cases and finding that "[d]istrict courts within this circuit,  
10 including this Court, routinely award attorneys' fees that are one-third of the total settlement fund  
11 . . . [s]uch awards are routinely upheld by the Ninth Circuit.").

12 Settlement Class Counsel will file their fee application, which will provide the supporting  
13 basis for their request, at least 35 days in advance of the Objection Deadline, and it will be  
14 available on the Settlement Website after it is filed. Any attorneys' fees and expenses awarded by  
15 the Court will be paid from the Settlement Fund following the Effective Date of the Settlement.  
16 Based on their preliminary review, Class Counsel's total combined hours in this case through  
17 April 30, 2022 are approximately 28,935 hours, for a total combined lodestar of approximately  
18 \$13,056,461 during that period. The total combined litigation expenses in this case through April  
19 30, 2022 are approximately \$1,070,617. Based on the above numbers, a fee and expense award  
20 equal to 30% of the Settlement Fund plus costs, after subtracting the expenses portion, would  
21 represent a 1.84 multiplier on Settlement Class Counsels' approximate lodestar. Settlement Class  
22 Counsel will continue to incur time in seeking settlement approval and on implementation efforts  
23 should the Settlement be approved. Class Counsel will continue to review their respective  
24 records, and will provide additional information regarding time and expenses and rationale for  
25 their request in the fee application and in the class notice, so that Class members will have the  
26 opportunity to comment on or object to the requested fees prior to the final approval hearing.<sup>12</sup>

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27 <sup>12</sup> Finally, there are no agreements between the Parties other than the Settlement. *See Fed. R.*  
28 *Civ. P. 23(e)(3)* ("the parties seeking approval must file a statement identifying any agreement  
made in connection with the proposal").

1                   **4. Rule 23(e)(2)(D): The Proposed Settlement treats all Class members**  
2                   **equitably relative to one another.**

3                   The proposed Settlement fairly and reasonably allocates payments among the Class  
4 members tailored to the impact on their Class Vehicles. For Fuel Economy Class Vehicles, a  
5 straightforward formula tied to the duration of possession of the Class Vehicle and the original  
6 and amended mileage ratings for each particular Class Vehicle make and model. The formula for  
7 calculating the maximum compensation for each Class Vehicle is described above (*see* § V.C.3)  
8 and further explained in the Long Form Notice. Keough Decl., Exhibit B.

9                   Fuel Economy Class members who are the original owners of their Vehicles and  
10 continued to own them for 96 months thereafter will receive the maximum compensation for that  
11 Vehicle. All other Fuel Economy Class members will receive compensation under the same  
12 formula, but prorated to account for the months that they owned or leased their Class Vehicles.  
13 Prorating will occur only in instances where multiple valid claims are filed on the same Class  
14 Vehicle; where only one timely and valid claim is filed for a particular Class Vehicle, the  
15 compensation will cover the full 96 months. Fuel Economy Class members who purchased their  
16 Vehicles used, but owned them as of the date this Motion is filed, will be entitled to compensation  
17 for the months they have owned their Class Vehicles, as well as any remaining months up to a  
18 total of 96 months after their Class Vehicles were first sold. Where a Class Vehicle has had  
19 multiple owners, but only one owner submits a valid claim, the full value of the compensation  
20 will not be prorated and will be distributed to the sole claimant for that vehicle.

21                   Likewise, for Other Class Vehicles, Other Class Vehicle Class members who are the  
22 original and sole owners of their vehicles will receive the maximum compensation for that  
23 vehicle. All others will receive compensation under the same formula, divided by the numbers of  
24 owners associated with a particular VIN. Finally, for Sport+ Class Vehicles, all Sport+ Class  
25 members who take their vehicle in for an ECR by the ECR deadline will automatically receive the  
26 same payment of \$250.

27                   This system of calculating payment values in monthly increments, and based on the  
28 degree of impact in a particular Class Vehicle make, model, and year, uses transparent and

1 objective criteria to determine Class Member payments. These reasonable parameters ensure that  
 2 the Settlement treats Class members equitably relative to one another. *See* Fed. R. Civ. P.  
 3 23(e)(2)(D); *see also In re Hyundai & Kia Fuel Econ. Litig.*, No. MDL 13-2424-GW(FFMx),  
 4 2014 WL 12603199 at \*2 (C.D. Cal. Aug. 21, 2014) (granting preliminary approval of similar  
 5 settlement, where payment amounts for each make and model ranged from \$240 to \$1,420 and  
 6 were “correlated to the amount of the fuel economy misstatements” and thus “differences  
 7 between the recovery amounts stem[med] mostly from differences in the damages suffered . . .  
 8 rather than any improper favoring of one group of Class members over another.”).

9 **5. The Proposed Settlement merits approval under this District’s**  
 10 **Procedural Guidance.**

11 The Northern District’s Procedural Guidance for Class Action Settlements provisions  
 12 relevant to this Agreement are addressed below. The discussion in other sections of this brief  
 13 provides relevant information regarding (and is equally applicable to) Procedural Guidance 1(f)  
 14 on the settlement allocation plan (*see* Section V.C.3); Procedural Guidance 2 on notice and claims  
 15 administrator selection (See Section III.C); Procedural Guidance 6 on attorneys’ fees and costs  
 16 (*see* Section V.C.3.c); and Procedural Guidance 9 (*see* Section V.C.3.c). The remaining  
 17 applicable provisions—all of which favor approval of the proposed Settlement—are addressed  
 18 below.

19 **a. Preliminary Approval Guidance (1)(a) and (c): There are no**  
 20 **meaningful differences between the litigation and Settlement**  
 21 **Classes, and the released claims are consistent with those**  
 22 **asserted in the Complaint.**

23 Where a litigation class has not been certified, the Guidance instructs a party to explain  
 24 differences between the settlement class and claims to be released compared to the class and  
 25 claims in the operative complaint. *See* Procedural Guidance, Preliminary Approval (1)(a), (1)(c).  
 26 Here, the proposed Settlement Class is essentially identical to the class in the Amended  
 27 Complaint. Am. Compl. ¶ 258. The Settlement Class closes the class period, with a backstop as  
 28 of the date of filing for Preliminary Approval for most Class members,<sup>13</sup> and treats Class

<sup>13</sup> Sport+ Class Members who obtain a Sport+ Class Vehicle after settlement approval, but before

1 members equitably according to the duration of their possession of the Class Vehicle, and/or  
2 whether their Class Vehicle will receive a software reflash for the Sport+ ECR. This minor  
3 refinement in the definition of the Settlement Class is appropriate to facilitate a principled and  
4 equitable Settlement, and reflects the fact that those who purchase or lease a Class Vehicle after  
5 the filing of this motion will—both through this litigation and through the disclosures that are to  
6 be amended on [www.fueleconomy.gov](http://www.fueleconomy.gov)—do so with full notice of the allegations resolved herein.

7 Finally, the claims released in the Settlement are limited to those arising out of the  
8 “subject of the Complaint” including the Sport+ Matter and Fuel Economy Matter, which covers  
9 the emissions and fuel economy practices alleged in the Complaint, the marketing of fuel  
10 economy for the Class Vehicles, and the “the subject matter of the Action.” SA ¶ 10.3. Thus, the  
11 claims at issue in the operative Amended Complaint and those released in the Settlement are  
12 substantially the same, if not identical.

13 **b. Preliminary Approval Guidance (1)(e): The Settlement**  
14 **Recovery mirrors that available if Plaintiffs had prevailed in**  
15 **litigation on the merits.**

16 The Guidance instructs a party to address the “anticipated class recovery under the  
17 settlement, the potential class recovery if plaintiffs had fully prevailed on each of their claims,  
18 and an explanation of the factors bearing on the amount of the compromise.” *See* Procedural  
19 Guidance, Preliminary Approval (1)(e). These considerations are addressed in Section V.C.3,  
20 above. To recap, many Class members stand to receive *full* compensation for the Class Vehicles  
21 impacted by the Fuel Economy matter (with at least a very high percentage for the remainder);  
22 the benefits available for Other Class Vehicle and Sport+ are likewise substantial and meaningful  
23 compensation for the harms alleged, and to incentivize Sport+ Class members to bring their  
24 vehicles in for the ECR.

25 In sum, the Settlement secures compensation that meets or significantly exceeds virtually  
26 all Class members’ actual damages in compromise for contested and uncertain claims that, if  
27 litigated to their conclusion, would not have resolved for several more years.

28 \_\_\_\_\_  
the ECR deadline, are not subject to this backstop, and instead have until the Sport+ ECR  
deadline to obtain compensation.

1                                    **c. Preliminary Approval Guidance (1)(g): A substantial number**  
 2                                    **of Class members are expected to participate through a**  
 3                                    **streamlined claims program.**

4                    The Settlement, the Notice Plan, and the Claims process are all designed to maximize  
 5                    Class member participation and to ensure maximal recovery in the hands of individual Class  
 6                    members. Sport+ benefits will be distributed through a streamlined auto-payment system upon  
 7                    completion of the Sport+ ECR, and will require no further action from Class members. Fuel  
 8                    Economy and Other Class Vehicle compensation will be available through a simple claim form  
 9                    supported by common documents minimally necessary to establish eligibility. The amount of  
 10                    compensation available to Class members, on the other hand, is considerable. Furthermore,  
 11                    Defendants are not incentivized to minimize participation because the \$80 million Settlement  
 12                    Value is fixed at the outset and non-reversionary, and any unclaimed monies will be redistributed  
 13                    to Class members, and then otherwise put toward environmental remediation efforts, subject to  
 14                    the Court’s approval.<sup>14</sup> Given all of the above, the Parties anticipate a high participation rate.

15                                    **d. Preliminary Approval Guidance (1)(h) & (8): Unclaimed**  
 16                                    **Settlement funds will be redistributed to Class members and**  
 17                                    **then to environmental remediation efforts and will not revert to**  
 18                                    **Defendants.**

19                    As discussed above, unclaimed Settlement funds (if any) that are not paid directly to Class  
 20                    members will not revert to Defendants. SA ¶ 4.4. Instead, they will first be redistributed to Class  
 21                    members who submit timely and valid claims until it is economically infeasible to do so. Only  
 22                    then will any remaining funds be directed toward “environmental remediation efforts”—  
 23                    approved by the Court—that are consistent with “(1) the objectives of the underlying statute(s)  
 24                    and (2) the interests of the silent class members.” *Nachshin v. AOL, LLC*, 663 F.3d 1034, 1039  
 25                    (9th Cir. 2011). This Settlement provision ensures that all parties are properly motivated to  
 26                    compensate as many Class members as possible and that all the Settlement funds will benefit the  
 27                    Class. *In re Volkswagen “Clean Diesel” Mktg., Sales Practices, & Prods. Liab. Litig.*, No. 2672  
 28                    CRB (JSC), 2017 WL 672820, at \*3 (N.D. Cal. Feb. 16, 2017) (granting preliminary approval of

<sup>14</sup> Defendants have agreed to contribute an additional \$5 million to the Settlement Value in the event that allocation to Other Class Vehicles is less than \$150, but this amount is reserved only to supplement the agreed-to \$80 million settlement fund, which will not revert to the Defendants in any circumstance.



1 Bosch “Clean Diesel” settlement, including provision that remaining funds not distributed to the  
2 class would be “distributed through *cy pres* payments according to a distribution plan and  
3 schedule filed by Class Counsel and approved by the Court”). If there are remaining funds after  
4 initial and subsequent distributions to individual Class members, the Parties’ selection of *cy pres*  
5 recipients (if any) will be announced on the Settlement Website—as explained in the Long Form  
6 Notice.

7 **e. Preliminary Approval Guidance (3)-(5): The proposed Notice**  
8 **Plan comports with Rule 23, Due Process, and this District’s**  
9 **Procedural Guidance.**

10 As detailed below (§ V.D) and in the accompanying Keough Declaration, the notice  
11 program comports with the best-practices outlined in the Procedural Guidance. *See* Preliminary  
12 Approval Guidance (3). It also explains Class members’ rights to opt-out of or object to the  
13 Settlement, and provides clear instructions for how and when to exercise those rights. *See*  
14 Preliminary Approval Guidance (4)-(5).

15 **f. Preliminary Approval Guidance (7): Plaintiffs will seek modest**  
16 **incentive awards for the Settlement Class Representatives.**

17 The Settlement Class Representatives will be entitled to the same compensation,  
18 calculated under the same formula, as all other Settlement Class members. In addition, Class  
19 Counsel intends to seek Court approval for modest service awards of up to \$250 to compensate  
20 the Settlement Class Representatives for their time and efforts in prosecuting claims on behalf of  
21 the Class.

22 **g. Preliminary Approval Guidance (9): The Parties have proposed**  
23 **a reasonable schedule for the Settlement Approval Process that**  
24 **provides Class members sufficient time to exercise their rights.**

25 The last step in the settlement approval process is the fairness hearing, at which the Court  
26 may hear any evidence and argument necessary to evaluate the Settlement and the application for  
27 attorneys’ fees and costs. The Parties propose a detailed schedule for final approval and  
28 implementation in the attached Proposed Order and Plaintiffs incorporate it by reference herein.



1                                   **h. Preliminary Approval Guidance (10): The Settlement complies**  
2                                   **with the Class Action Fairness Act (“CAFA”).**

3           Pursuant to the Settlement Agreement, Defendants will serve notices in accordance with  
4 the requirements of 28 U.S.C. § 1715(b) within ten days of the filing of this motion. SA ¶ 9.2.  
5 The Settlement fully complies with all of CAFA’s substantive requirements because it does not  
6 provide for a recovery of coupons (28 U.S.C. § 1712), does not result in a net loss to any Class  
7 Member (28 U.S.C. § 1713), and does not provide for payment of greater sums to some Class  
8 members solely on the basis of geographic proximity to the Court (28 U.S.C. § 1714).

9                                   **i. Preliminary Approval Guidance (11): Information about past**  
10                                   **distributions in comparable class settlements.**

11           Pursuant to the Guidance, Plaintiffs provide an “easy-to-read” chart detailing certain  
12 information about comparable settlements in the attached Stellings Declaration. Stellings Decl.,  
13 Attachment 1. The settlements are four settlements that were previously negotiated by Class  
14 Counsel in this MDL: the 2.0-liter settlement (Dkt. 1685), the 3.0-liter settlement (Dkt. 2894), the  
15 Bosch settlement (Dkt. 2918), and the Audi CO<sub>2</sub> settlement reached most recently (Dkt. 6634-1).  
16 As the chart shows, those settlements have delivered more than **\$10 billion** in compensation to  
17 the classes. Stellings Decl., Attachment 1.

18           The Settlement now before the Court will utilize a similar notice and outreach program,  
19 provides substantial compensation, and utilizes a simplified administration. Class Counsel are  
20 therefore able to predict with some confidence that much of the money available to Class  
21 members will be paid out in this case as well. And notably, to the extent money remains after the  
22 Class is paid, it too will be redistributed to Class members, and only then directed towards efforts  
23 that benefit the interests of the Class and the causes advanced in this litigation.

24                                   **D. The Proposed Notice Plan provides the best practicable notice.**

25           Rule 23(e)(1) requires that before a proposed settlement may be approved, the Court  
26 “must direct notice in a reasonable manner to all class members who would be bound by the  
27 proposal.” “Notice is satisfactory if it ‘generally describes the terms of the settlement in sufficient  
28 detail to alert those with adverse viewpoints to investigate and come forward and be heard.’”

1 *Churchill Vill., L.L.C., v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004). For a Rule 23(b)(3)  
2 Settlement class, the Court must “direct to class members the best notice that is practicable under  
3 the circumstances, including individual notice to all members who can be identified through  
4 reasonable effort.” Fed. R. Civ. P. 23(c)(2)(B). The best practicable notice is that which is  
5 “reasonably calculated, under all the circumstances, to apprise interested parties of the pendency  
6 of the action and afford them an opportunity to present their objections.” *Mullane v. Cent.*  
7 *Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950).

8 The proposed Notice Plan meets these standards. The Parties created this proposed  
9 program—including both the content and the distribution plan—with JND Legal Administration,  
10 an experienced firm specializing in notice in complex class action litigation. The program  
11 includes a Long and Short Form Notice and a comprehensive Settlement Website that are clear  
12 and complete, and that meet all the requirements of Rule 23 and the Procedural Guidance.

13 The Long Form Notice is designed to explain Class members’ rights and obligations under  
14 the Settlement in clear terms and in a well-organized and reader-friendly format, and follows the  
15 Ninth Circuit’s *en banc* guidance in *In re Hyundai*. 926 F.3d at 567 (“[S]ettlement notices must  
16 ‘present information about a proposed settlement neutrally, simply, and understandably.’”); *see*  
17 *also* Keough Declaration, Exhibit B. It includes an overview of the litigation; an explanation of  
18 the Settlement benefits; contact information for Class Counsel; the address for a comprehensive  
19 Settlement Website that will house links to the notice, motions for approval, attorneys’ fees, and  
20 other important documents; instructions on how to access the case docket; and detailed  
21 instructions on how to participate in, object to, or opt out of the Settlement. *Id.* The Settlement  
22 Website will also feature a user-friendly calculator for potential Class members to enter their VIN  
23 and obtain an estimated payment from the Settlement.

24 The principal method of reaching Class members will be through direct, individual notice,  
25 consisting of individual email notices where email contact information validated by third-party  
26 data sources is available, and letter notices by U.S. first class mail to those Class members for  
27 whom externally-validated email addresses are not available. *Id.* ¶ 13, 17; Exhibits D, E. The  
28 Email notice conveys the structure of the Settlement and is designed to capture Class members’

1 attention with concise, plain language. The email notice program was designed specifically to  
 2 avoid spam filters and to be easily readily across all formats, including mobile. Keough Decl.  
 3 ¶¶ 21-22. The mailed notice is similarly structured and provides all basic information about the  
 4 Settlement and Class members' rights thereunder. Both forms of Short Form Notice (email and  
 5 letter) direct readers to the Settlement Website, where the Long Form Notice is available, for  
 6 more information.

7 Finally, the notice program will include a robust supplement digital notice campaign  
 8 including digital banner advertisements through Google Display Network, a digital search  
 9 campaign, a toll-free telephone number, and a Settlement Website. *Id.* ¶¶ 29-35. Based on her  
 10 considerable experience, Ms. Keough anticipates that the Notice Plan will provide direct notice of  
 11 the settlement for "virtually all" Class members. *Id.* ¶ 27. This Notice Plan satisfies due process  
 12 and Rule 23, and comports with all accepted standards and this District's Procedural Guidance.

## 13 **VI. CONCLUSION**

14 Plaintiffs respectfully request that the Court: (1) determine under Rule 23(e)(1) that it is  
 15 likely to approve the Settlement and certify the Settlement Class; (2) direct notice to the Class  
 16 through the proposed notice program; (3) appoint Lead Plaintiffs' Counsel as Interim Settlement  
 17 Class Counsel to conduct the necessary steps in the Settlement approval process; and (4) schedule  
 18 the final approval hearing under Rule 23(e)(2).

19 Dated: June 15, 2022

Respectfully submitted,

21 /s/ Elizabeth J. Cabraser

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13  
14 *Plaintiffs' Steering Committee*  
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**CERTIFICATE OF SERVICE**

I hereby certify that, on June 15, 2022 service of this document was accomplished pursuant to the Court’s electronic filing procedures by filing this document through the ECF system.

/s/ Elizabeth J. Cabraser  
Elizabeth J. Cabraser

# **EXHIBIT 1**



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12 **UNITED STATES DISTRICT COURT**  
13 **NORTHERN DISTRICT OF CALIFORNIA**  
14 **SAN FRANCISCO DIVISION**

15  
16 IN RE: VOLKSWAGEN “CLEAN DIESEL”  
17 MARKETING, SALES PRACTICES AND  
PRODUCTS LIABILITY LITIGATION

MDL 2672 CRB (JSC)

**CONSUMER CLASS ACTION  
SETTLEMENT AGREEMENT AND  
RELEASE**

18 This Documents Relates to:

19  
20 Porsche Gasoline Litigation (ECF No. 7803)

The Honorable Charles R. Breyer

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1     **1.     THE PROPOSED SETTLEMENT**

2             This Consumer Class Action Settlement Agreement (the “Class Action Agreement”)  
3     compensates certain owners and lessees of Porsche-branded gasoline vehicles for which recent  
4     testing indicated that the miles-per-gallon (“MPG”) as represented on the “Monroney” fuel  
5     economy label may not be accurate and will be revised (the “Fuel Economy Class Vehicles”) and  
6     which may exceed certain emission limitations when driven in the user-selectable Sport+ Mode<sup>1</sup>  
7     (the “Sport+ Class Vehicles”). Current and former owners and lessees of the Fuel Economy  
8     Class Vehicles will be offered a cash payment intended to fully compensate them for the  
9     potentially increased fuel consumption of their vehicles estimated based on the indications from  
10    testing. Current owners of Sport+ Class Vehicles will be offered a repair that will reduce their  
11    vehicles’ emissions in Sport+ Mode to ensure compliance with the relevant regulatory limits, as  
12    well as a cash payment upon completion of the repair. Finally, Porsche will also offer  
13    compensation to owners and lessees of certain Porsche-branded gasoline vehicles for which there  
14    is no conclusion that there is or is not a relevant exceedance as explained in greater detail below.

15   \* \* \*

16             In August 2020, a German newspaper reported that German authorities had audited  
17    Porsche AG to investigate allegations that certain Porsche gasoline vehicles generated more  
18    carbon dioxide during on-road driving than during test cycles. Shortly thereafter, consumers filed  
19    six class action lawsuits against Porsche AG, Porsche Cars North America, Inc. (together,  
20    “Porsche”) and Volkswagen AG (“Volkswagen”) alleging that Porsche modified certain vehicles  
21    used for testing in a way that could impact the results of fuel economy testing, and that certain  
22    vehicles did not comply with emissions regulations in Sport+ Mode. The actions were  
23    consolidated with *In re: Volkswagen “Clean Diesel” Marketing, Sales Practices, and Products*  
24    *Liability Litigation*, MDL No. 2672 CRB (JSC) in the United States District Court for the  
25    Northern District of California before the Honorable Charles R. Breyer.

26             At the Court’s direction (Dkt. 7756), Plaintiffs’ Lead Counsel filed a Consolidated

27             \_\_\_\_\_  
28    <sup>1</sup>     Certain vehicles equipped with “PDK Sport” mode rather than “Sport+” mode are also  
      included in the Sport+ Class Vehicles. We refer to both modes as Sport+ mode throughout this  
      Agreement.

1 Consumer Class Action Complaint, alleging claims against Porsche and Volkswagen for fraud by  
2 concealment, violation of the Magnuson-Moss Warranty Act, breach of express and implied  
3 warranties under state laws, and violations of state consumer protection and unfair practices  
4 statutes of all 50 states and the District of Columbia. On May 14, 2021, Porsche and Volkswagen  
5 filed a motion to dismiss for failure to state a claim, and briefing on the motion to dismiss  
6 concluded on October 25, 2021. A hearing on that pending motion was scheduled for December  
7 10, 2021, but on October 29, 2021, the Parties asked the Court to postpone the hearing as they  
8 engaged in discussions about a potential resolution of this matter.

9 Throughout this period, Plaintiffs conducted testing on Porsche gasoline vehicles with the  
10 assistance of professional experts to determine whether fuel economy differed from the  
11 certification results, and to determine if driving in Sport+ Mode exceeded emissions limitations.  
12 Defendants also conducted extensive testing and analysis of the CO<sub>2</sub> and fuel economy of certain  
13 Porsche gasoline vehicles and conducted testing of toxic emissions for certain gasoline vehicles  
14 when driven in Sport+ Mode. Through this testing it was determined that there were potential  
15 excess NO<sub>x</sub> emissions associated with driving in Sport+ Mode, which were very minimal in total  
16 across all impacted vehicles. Porsche has also developed and tested repairs to ensure Sport+  
17 Class Vehicles are fully compliant with relevant emissions standards. These repairs have been or  
18 will be submitted to the Environmental Protection Agency and California Air Resources Board  
19 for review and/or approval. Porsche expects that it will be able to ensure that all Sport+ Class  
20 Vehicles are within the applicable emission limits.

21 In connection with their discussions about a potential resolution of this matter, Plaintiffs  
22 and Defendants shared documents and information, including test designs, protocols and results.  
23 Plaintiffs and their experts also traveled to Porsche's development and testing facility in  
24 Weissach, Germany to observe testing conducted by Defendants, review the Defendants' testing  
25 data, and discuss the testing and other technical issues with Porsche engineers and experts in  
26 these matters. Porsche also made available more than 500,000 technical documents, which  
27 Plaintiffs reviewed in Germany. All of this information was shared as part of extensive  
28 settlement efforts, culminating in this Class Action Agreement.

1           Based on that testing and analysis, the Parties have identified the Fuel Economy Class  
2 Vehicles identified on Exhibit 1 for which testing indicated that the rounded fuel economy was  
3 one or two miles per gallon less in the City, Highway and/or Combined values than what was  
4 shown on the Monroney fuel economy label of those vehicles at the time of their initial sale or  
5 lease, and identified the Sport+ Class Vehicles identified on Exhibit 2 for which testing indicated  
6 that they exceeded applicable emissions requirements when driven in Sport+ Mode.

7           The Parties acknowledge that some of the differences in fuel economy shown in testing  
8 could result from the age of the vehicles as well as test-to-test variation, and recognize that  
9 relevant regulations permit up to 10% deviations for CO<sub>2</sub> values related to fuel economy  
10 calculations in in-use vehicle testing. In other words, it is possible that some of the Fuel  
11 Economy Class Vehicles achieve the fuel economy listed on their original Monroney label, taking  
12 into account the Monroney label's disclaimer that "[a]ctual results will vary for many reasons,  
13 including driving conditions and how you drive and maintain your vehicle," and operate fully  
14 within applicable emissions limitations. Nonetheless, because it is not possible to segregate these  
15 factors, for purposes of this Settlement, Defendants will provide compensation for every Fuel  
16 Economy Class Vehicle for which the testing generated an MPG value that differed from the  
17 value for the City, Highway or Combined MPG that was included on the original Monroney label  
18 for that vehicle using standard methods required in fuel economy certification without regard to  
19 the age of the relevant vehicle, other factors that may impact CO<sub>2</sub> test results, or the impact of  
20 rounding in the calculation of MPG results.

21           The Class Vehicles were identified through rigorous and comprehensive testing that the  
22 Parties believe was likely to have covered all affected vehicles. There are, however, additional  
23 vehicles that are conceivably impacted for which no potential deviations were identified through  
24 testing (the "Other Class Vehicles"). In an abundance of caution, Defendants will offer  
25 compensation to the owners of these vehicles as well.

## 26       **2.       DEFINITIONS**

27           As used in this Class Action Agreement, including the attached exhibits, the terms defined  
28 herein have the following meanings, unless this Class Action Agreement specifically provides

1 otherwise:

2 2.1. “Action” means the coordinated class actions however named, including but not  
3 limited to the Complaint, that are currently coordinated pursuant to 28 U.S.C. § 1407 in the  
4 United States District Court for the Northern District of California in *In re: Volkswagen “Clean  
5 Diesel” Marketing, Sales Practices, and Products Liability Litigation*, No. 3:15-md-02672-CRB  
6 (N.D. Cal.) (MDL 2672) (the “MDL”) and designated as related to the Porsche Gasoline  
7 Litigation (ECF No. 7803) in the MDL.

8 2.2. “Authorized Dealer” means any authorized Porsche dealer located in the United  
9 States, including Puerto Rico, as evidenced by a current and valid Dealer Sales and Service  
10 Agreement. “Non-Authorized Dealer” means any automobile dealer that is not an Authorized  
11 Dealer that is located in the United States, including Puerto Rico.

12 2.3. “Certified Exhaust Emissions Standards” means federal Tier 2 and Tier 3 and  
13 California LEV and ULEV standards codified at Code of Federal Regulations title 40, sections  
14 86.1811-04 and 86.1811-17, and California Code of Regulations, title 13, sections 1961(a) and  
15 1961.2(a), and as set forth in the corresponding certification applications.

16 2.4. “Claim” means the claim of any Class Member or his or her or its representative as  
17 provided in this Class Action Agreement.

18 2.5. “Claim Form” means a document used to submit a Claim under this Class Action  
19 Agreement.

20 2.6. “Claims Period” means the time period during which Class Members may claim  
21 benefits under the Class Action Agreement. The Claims Period deadlines are as follows:

22 2.6.1. “Sport+ ECR Deadline” means the last day by which a Sport+ Class  
23 Vehicle must receive the ECR for its owner to be eligible for Sport+ Cash  
24 Benefits and shall run 18 months from the entry of the Preliminary  
25 Approval Order. The Sport+ ECR Deadline is also the last day by which  
26 a Sport+ Class Member who owns a Sport+ Class Vehicle for which no  
27 ECR was approved by the Final Approval Order may submit a claim for  
28 Sport+ Cash Benefits.





1           2.13. “Class Representative” or “Settlement Class Representative” means a Plaintiff  
2 named in the Complaint, who meets the Class definition set forth in Section 2.8 of this Class  
3 Action Agreement, and who has agreed to represent the Class for purposes of obtaining approval  
4 of, and effectuating, this Class Action Agreement, as listed in the Motion for Preliminary  
5 Approval.

6           2.14. “Class Vehicle” means all Fuel Economy Class Vehicles, all Sport+ Class  
7 Vehicles, and all Other Class Vehicles.

8           2.15. “Complaint” means the Amended Consolidated Class Action Complaint that will  
9 be filed in the Action before the Motion for Preliminary Approval.

10          2.16. “Court” means the United States District Court for the Northern District of  
11 California, San Francisco Division.

12          2.17. “Defendants” means Porsche and Volkswagen.

13          2.18. “Defendants’ Lead Counsel” means Robert J. Giuffra, Jr. and Sharon L. Nelles of  
14 Sullivan & Cromwell LLP.

15          2.19. “Effective Date” means the date the Court enters the Final Approval Order.

16          2.20. “Emissions Compliant Repair” or “ECR” means a repair that brings a Sport+ Class  
17 Vehicle into compliance with Certified Exhaust Emissions Standards, as set forth in the  
18 corresponding certification application for the respective vehicle, without amendment of any  
19 kind.

20          2.21. “Escrow Account” means the escrow account managed by the Escrow Agent,  
21 which shall be the sole escrow account for compensation of Class Members under the Class  
22 Action Agreement.

23          2.22. “Escrow Agent” means the agreed-upon entity to address and hold for distribution  
24 the funds identified in this Class Action Agreement pursuant to the terms of the Escrow  
25 Agreement. The Parties agree that Citibank Private Bank shall serve as Escrow Agent, subject to  
26 approval by the Court.

27  
28

1           2.23. “Escrow Agreement” means the agreement by and among Plaintiffs’ Lead Counsel  
2 and Defendants’ Lead Counsel with respect to the escrow of the funds to be deposited into the  
3 Escrow Account pursuant to this Class Action Agreement.

4           2.24. “Excess Funds” means any Settlement Value remaining after all Fuel Economy  
5 Cash Benefits and Sport+ Cash Benefits, service awards, attorneys’ fees and expenses, and fees  
6 and costs incurred by the Claims Administrator and Notice Administrator have been paid and/or  
7 are allocated to be paid to the foregoing.

8           2.25. “Fairness Hearing” means the hearing held by the Court for the purpose of  
9 determining whether to approve this Class Action Agreement as fair, reasonable, and adequate.

10           2.26. “Final Approval Order” means the Court’s order approving the Class Action  
11 Settlement.

12           2.27. “Fuel Economy Cash Benefits” means certain monetary compensation, that  
13 Porsche will pay to Fuel Economy Class Members who do not opt out of the Class and who  
14 timely file a valid and complete Claim, on conditions set forth in Section 5 and Exhibit 3. The  
15 Fuel Economy Cash Benefits will be a minimum of \$250 per Fuel Economy Class Vehicle.

16           2.28. “Fuel Economy Class Member” means a member of the Class who, as of the date  
17 of the Motion for Preliminary Approval, owns, owned, leases, or leased a Fuel Economy Class  
18 Vehicle during the first 96 months the vehicle was available for sale or lease.

19           2.29. “Fuel Economy Class Vehicle” means the gasoline-powered vehicles of the make,  
20 model, derivative, transmission type, and model years listed in Exhibit 1 that were (1) sold or  
21 leased in the United States, including Puerto Rico, on or before the date of the Motion for  
22 Preliminary Approval; and (2) are or were registered with a state Department of Motor Vehicles  
23 or equivalent agency or owned by a Non-Authorized Dealer in the United States, including Puerto  
24 Rico, that (a) holds title to the vehicle or (b) holds the vehicle by bill of sale.

25           2.30. “Fuel Economy Matter” means (1) the installation, presence, design, manufacture,  
26 assembly, testing, or development of hardware and/or software that potentially caused the Fuel  
27 Economy Class Vehicles or Other Class Vehicles to operate in a different manner in the  
28 certification and/or fuel economy testing process than in vehicles delivered to customers; (2) the

1 marketing or advertisement of the fuel economy in the Fuel Economy Class Vehicles or Other  
2 Class Vehicles; and/or (3) the subject matter of the Action.

3 2.31. “Motion for Preliminary Approval” means the motion filed pursuant to Rule  
4 23(e)(1) of the Federal Rules of Civil Procedure.

5 2.32. “Notice Administrator” means the third-party agent or administrator agreed to by  
6 the Parties and appointed by the Court to implement and consult on the Class Notice Program.

7 2.33. “Opt-Out Deadline” means the last day a Class Member may opt out of the Class  
8 Action Settlement, which, subject to Court approval, is 60 days after the Preliminary Approval  
9 Order. However, Sport+ Class Members who acquire a Sport+ Class Vehicle more than 60 days  
10 after the Preliminary Approval Order, but before the Sport+ ECR Deadline, shall have 30 days  
11 from the date they purchased the Sport+ Class Vehicle to opt out.

12 2.34. “Other Class Vehicle” means the gasoline-powered vehicles of the make, model,  
13 derivative, transmission type, and model years listed in Exhibit 4 that were originally sold or  
14 leased in the United States, including Puerto Rico, on or before the date of the Motion for  
15 Preliminary Approval and that are not Fuel Economy Class Vehicles.

16 2.35. “Other Class Vehicle Cash Benefits” means the compensation available to Other  
17 Class Vehicle Class Members.

18 2.36. “Other Class Vehicle Class Member” means a member of the Class who owns,  
19 owned, leases, or leased an Other Class Vehicle as of the date of the Motion for Preliminary  
20 Approval.

21 2.37. “Parties” means the Class Representatives and Defendants, collectively, as each of  
22 those terms is defined in this Class Action Agreement.

23 2.38. “Plaintiffs’ Lead Counsel” or “Lead Counsel” means Elizabeth Cabraser of Lief,   
24 Cabraser, Heimann & Bernstein, LLP, who was appointed by the Court on January 21, 2016, and  
25 who serves as the Chair of the PSC.

26 2.39. “Plaintiffs’ Steering Committee” or “PSC” means those counsel appointed to the  
27 Plaintiffs’ Steering Committee by the Court in this this Multi-District Litigation on January 21,  
28 2016. Lead Counsel is Chair of the PSC.

1           2.40. “Porsche AG” means Dr. Ing. h.c. F. Porsche AG.

2           2.41. “Porsche” means Porsche AG and Porsche Cars North America, Inc.

3           2.42. “Post-Appeal Date” means the latest date on which the Final Approval Order  
4 approving this Class Action Agreement becomes final. For purposes of this Class Action  
5 Agreement:

6                   2.42.1. If no appeal has been taken from the Final Approval Order, “Post-Appeal  
7                   Date” means the date on which the time to appeal therefrom has expired;  
8                   or

9                   2.42.2. If any appeal has been taken from the Final Approval Order, “Post-  
10                   Appeal Date” means the date on which all appeals therefrom, including  
11                   petitions for rehearing or reargument, petitions for rehearing *en banc* and  
12                   petitions for a writ of *certiorari* or any other form of review, have been  
13                   fully disposed of in a manner that affirms the Final Approval Order; or

14                   2.42.3. If Lead Counsel and Defendants agree in writing, the “Post-Appeal Date”  
15                   can occur on any other earlier agreed date.

16           2.43. “Preliminary Approval Order” means the order that may, at the discretion of the  
17 Court, be entered by the Court approving notice to the Class and concluding that the Court will  
18 likely be able to approve the Class Action Settlement and certify the proposed Class as outlined in  
19 Section 3 of this Class Action Agreement.

20           2.44. “Release” means the release and waiver described in Section 10 of this Class  
21 Action Agreement and in the Final Approval Order. In addition, by accepting Settlement  
22 Benefits, Class Members individually release their claims under this Settlement Agreement. This  
23 Individual Release, described further in Section 10.6, will remain valid even if the Final Approval  
24 Order is later reversed and/or vacated on appeal.

25           2.45. “Released Claims” has the definition set forth in Section 10.3 of this Class Action  
26 Agreement.

27           2.46. “Released Party” or “Released Parties” has the definition set forth in Section 10.2  
28 of this Class Action Agreement.

1           2.47. “Releasing Parties” has the definition set forth in Section 10.3 of this Class Action  
2 Agreement.

3           2.48. “Settlement Benefits” means Fuel Economy Cash Benefits, Sport+ Cash Benefits,  
4 and Other Class Vehicle Cash Benefits.

5           2.49. “Settlement Value” means \$80,000,000, which, as described in Section 4.5, is the  
6 total amount Porsche AG will pay under this Agreement, subject to the potential additional  
7 funding described in Section 4.2 below. Porsche AG shall be responsible for all required  
8 payments owed by Defendants under this Class Action Agreement as described herein because  
9 the Class Vehicles were designed and manufactured by Porsche AG. Volkswagen and Porsche  
10 Cars North America, Inc. were not involved in the issues giving rise to this settlement.

11           2.50. “Sport+ Cash Benefit” means \$250 per Sport+ Class Vehicle, which Porsche will  
12 pay to Sport+ Class Members on conditions set forth in Section 4.3.

13           2.51. “Sport+ Class Member” means owner(s) who acquire a Sport+ Class Vehicle  
14 before the end of the Claims Period. An owner who acquires a Sport+ Class Vehicle after it has  
15 received the ECR is not a Sport+ Class Member, is not eligible to receive Sports+ Cash Benefits.  
16 Sport+ Class Members consists of owners because there are no Sport+ Class Vehicles with active  
17 leases through Porsche Financial Services, Inc.

18           2.52. “Sport+ Class Vehicle” means the gasoline-powered vehicles of the make, model,  
19 derivative, and model years listed in Exhibit 2 and equipped with Sport+ Mode or PDK Sport  
20 Mode that were originally sold or leased new in the United States, including Puerto Rico, on or  
21 before the date of the Motion for Preliminary Approval. Sport+ Class Vehicle excludes any  
22 Porsche vehicle that was never sold or leased in the United States, including Puerto Rico.

23           2.53. “Sport+ Matter” means (1) the installation, presence, design, manufacture,  
24 assembly, testing, or development of software that potentially resulted in a Sport+ Class Vehicle  
25 exceeding emissions limits in Sport, PDK Sport or Sport+ Mode; (2) the marketing or  
26 advertisement of any Sport+ Class Vehicle as green, environmentally friendly, and/or compliant  
27 with state or federal emissions; (3) the actual or alleged noncompliance of any Sport+ Class  
28 Vehicle with state or federal emissions standards; and/or (4) the subject matter of the Action.

1           2.54. “Unclaimed Funds” means any amounts remaining of the Settlement Value after  
2 all Settlement Benefits, service awards, attorneys’ fees and expenses, and fees and costs incurred  
3 by the Claims Administrator and Notice Administrator have been paid.

4           2.55. “Volkswagen” means Volkswagen AG.

5           2.56. Other capitalized terms used in this Class Action Agreement but not defined in this  
6 Section shall have the meanings ascribed to them elsewhere in this Class Action Agreement.

7           2.57. The term “he or she” and “his or her” include “it” or “its” where applicable.

8           **3. PRELIMINARY APPROVAL ORDER**

9           3.1. The Parties shall file a Motion for Preliminary Approval. Simultaneously, the  
10 Class Representatives shall move for certification of the Class for settlement purposes only,  
11 pursuant to Federal Rule of Civil Procedure 23(a), 23(b)(3), and 23(e). It is expressly agreed that  
12 any certification of the Class shall be for settlement purposes only, and Defendants do not waive  
13 any arguments that they may have that class certification for any other purpose would be  
14 improper.

15           3.2. The Parties agree to take all actions and steps reasonably necessary to obtain a  
16 Preliminary Approval Order from the Court and to fully implement and effectuate this Class  
17 Action Settlement.

18           **4. CLASS MEMBER CONSUMER COMPENSATION AND REMEDIES**

19           4.1. **Fuel Economy Cash Benefits.** Fuel Economy Class Member compensation is  
20 based on the difference between the cost of gasoline that would have been required for the Fuel  
21 Economy Class Vehicles under the original Monroney fuel economy labels and the cost of  
22 gasoline required for the Fuel Economy Class Vehicles under the adjusted fuel economy labels,  
23 for a period of 96 months of use, in addition to a goodwill payment to account for the  
24 inconvenience associated with additional fill ups. Exhibit 3 to this Class Action Agreement sets  
25 forth the MPG differential and cash compensation for each Fuel Economy Class Vehicle. Fuel  
26 Economy Cash Benefits cover the first 96 months after the Fuel Economy Class Vehicle was first  
27 sold or leased (the “96 Month Limitation”), meaning that a person who acquires a Fuel Economy  
28 Class Vehicle more than 96 months after that vehicle was first sold or leased is not a Fuel

1 Economy Class Member. Subject to the 96 Month Limitation, Fuel Economy Class Members  
2 who no longer possess their Fuel Economy Class Vehicles as of the date of the Motion for  
3 Preliminary Approval will be compensated on a pro rata basis for the months such Fuel Economy  
4 Class Members owned or leased a Fuel Economy Class Vehicle. Fuel Economy Class Members  
5 who are current lessees of a Fuel Economy Class Vehicle (*i.e.* Class Members who held active  
6 leases as of the date of the Motion for Preliminary Approval) will be entitled to compensation for  
7 the full duration of their lease, subject to the 96 Month Limitation. Subject to the 96 Month  
8 Limitation, Fuel Economy Class Members who owned their Fuel Economy Class Vehicles as of  
9 the date of the Motion for Preliminary Approval will be entitled to compensation for the months  
10 they have owned their Fuel Economy Class Vehicles, as well as any remaining months up to 96  
11 months after the Fuel Economy Class Vehicles were first sold or leased.

12 4.2. **Other Class Vehicle Cash Benefits.** Porsche will allocate the Excess Funds pro  
13 rata to the Other Class Vehicle Class Members, up to \$200 per such vehicle, depending on the  
14 configuration of the vehicle, for which a valid Claim is submitted. If the pro rata share allocated  
15 to each Other Class Vehicle for which a valid Claim is submitted is less than \$150, Porsche will  
16 add up to \$5,000,000 to the Settlement Value.

17 4.3. **Sport+ Class Member Benefits.** The benefits available to a Sport+ Class  
18 Member who does not opt out of the Class depend on whether Porsche makes available an  
19 Emissions Compliant Repair for the Sport+ Class Vehicle owned by a class member. If an  
20 Emissions Compliant Repair is available by the time of the Final Approval Order, then the  
21 owners of those vehicles will be offered an Emission Compliant Repair and, upon completion of  
22 the ECR, Sport+ Cash Benefits. If an Emissions Compliant Repair is not available for any Sport+  
23 Class Vehicle by the time of the Final Approval Order, the Sport+ Class Members who own those  
24 Sport+ Class Vehicles will nevertheless be entitled to submit a claim for Sport+ Cash Benefits.  
25 To the extent a repair to reduce emissions in Sport+ Mode becomes available for those vehicles  
26 following the Final Approval Order, Porsche will make that repair available to the current owners  
27 of all such Sport+ Class Vehicles free of charge.  
28



1           4.4.    **Allocation of Unclaimed Funds.** The Settlement shall be non-reversionary,  
2 meaning that no amount of the Settlement Value will revert to Defendants. If there are any funds  
3 remaining in the Settlement Value after all valid, complete, and timely Claims are paid, and if it is  
4 not feasible and/or economically reasonable to distribute the remaining funds to Class Members,  
5 then subject to Court approval, the balance will be directed to environmental remediation efforts.  
6 This cy pres distribution may include, for example, payments for the development and donation  
7 of electric vehicle charging stations and infrastructure, environmental projects in consultation  
8 with relevant regulators, and/or other, environmentally-focused recipients, which shall be  
9 identified by Plaintiffs and Defendants, and agreed upon by the Parties. Defendants shall be  
10 under no obligation to make any distribution pursuant to this paragraph before the Post-Appeal  
11 Date.

12           4.5.    **Responsibility for Required Payments.** Porsche AG shall be responsible for all  
13 required payments owed by Defendants under this Class Action Agreement as described herein  
14 because the Class Vehicles were designed and manufactured by Porsche AG. Volkswagen and  
15 Porsche Cars North America, Inc. were not involved in the issues giving rise to this settlement.  
16 Any legal successor or assign of Porsche AG shall assume Porsche AG's liability and remain  
17 jointly and severally liable for the payment and other performance obligations herein. Porsche  
18 AG shall include an agreement to so remain liable in the terms of any sale, acquisition, merger, or  
19 other transaction changing the ownership or control of any of its successors or assigns. No  
20 change in the ownership or control of any such entity shall affect the obligations herein of  
21 Porsche AG without modification of the Class Action Agreement.

22           4.6.    **Tax Implications.** Class Members should consult their personal tax advisor for  
23 assistance regarding any tax ramifications of this Class Action Settlement. Neither the PSC nor  
24 Defendants and their counsel are providing any opinion or advice as to the tax consequences or  
25 liabilities of Class Members as a result of any payments or benefits under this Class Action  
26 Settlement.

27           4.7.    **Deceased, Divorced, Dissolved, or Bankrupt Claim Members.** Nothing in the  
28 Class Action Agreement shall prevent Class benefits from being provided, upon appropriate

1 proof, to, or for the benefit of, an otherwise eligible Class Member, or that Class Member's estate  
2 or legal representative, notwithstanding that Class Member's death, divorce, dissolution, or  
3 bankruptcy (whether discharged or ongoing), in accordance with applicable law.

4 **5. CLASS CLAIMS PROCESS AND ADMINISTRATION**

5 5.1. The Claims process depends on whether the Class Member possesses or possessed  
6 a Fuel Economy Class Vehicle, a Sport+ Class Vehicle, or an Other Class Vehicle. The process  
7 for submitting a Claim is designed to be as simple and convenient to Class Members as possible,  
8 while ensuring that only valid claims are paid.

9 **5.2. Claims Process for Fuel Economy and Other Class Vehicle Class Members.**

10 The Claims process for Fuel Economy and Other Class Vehicle Class Members will involve four  
11 steps.

12 **Step 1:** Within 24 hours following the Court's entry of the Preliminary Approval Order,  
13 the Claims Administrator will launch the official Settlement Website, through which  
14 Claims can be submitted electronically.

15 **Step 2:** Fuel Economy and Other Class Vehicle Class Members will be required to  
16 submit a Claim Form with supporting documentation as agreed by the Parties and set forth  
17 in the Claim Form. The Claim Form must be postmarked or submitted electronically by  
18 the Fuel Economy Claims Deadline.

19 **Step 3:** Upon receipt of a timely submitted Claim Form, the Claims Administrator will  
20 review the Claim to determine whether the Claim request meets all qualifications for  
21 payment (including any necessary supporting documentation) and, if so, the amount of  
22 that payment. If the Claim is incomplete or otherwise insufficient, within twenty-one days  
23 of receiving the Claim (or within twenty-one days of Final Approval, whichever is later),  
24 the Claims Administrator shall contact the Class Member regarding these deficiencies and  
25 provide the Class Member thirty days to provide the missing documentation.

26 **Step 4:** Valid and complete Fuel Economy Claims and completed Other Class Vehicle  
27 Class Member Claims will be paid after the Fuel Economy Claims Deadline.  
28

1           5.3.    **Claims Process for Sport+ Class Members.** Sport+ Class Members will be paid  
2 automatically after completing the ECR, if the ECR is completed by the Sport+ ECR Deadline.  
3 Those Sport+ Class Members who have already completed the ECR will likewise automatically  
4 be paid. Sport+ Class Members who own a Sport+ Class Vehicle for which no ECR was  
5 available as of the Final Approval Order, may submit a Claim for Sport+ Cash Benefits by the  
6 Sport+ ECR Deadline.

7           5.4.    **Claims Administrator.** The Claims Administrator shall be responsible for  
8 overseeing the implementation and administration of the Claims process, including validation of  
9 eligibility and approval of payments to Class Members. The reasonable and necessary fees and  
10 costs incurred by the Claims Administrator for administration of this Class Action Agreement  
11 will be paid out of the Settlement Value.

12           5.5.    **The Court’s Ongoing and Exclusive Jurisdiction.** The Court retains ongoing  
13 and exclusive jurisdiction and independent case management authority, as MDL transferee judge  
14 and under Federal Rule of Civil Procedure 23, regarding the general operation of the Claims  
15 process and those appointed to implement and oversee it.

16    **6.    CONFIRMATORY DISCOVERY**

17           6.1.    The Parties have already engaged in extensive discovery and information  
18 exchanges regarding these claims, including the review of millions of pages of documents, as  
19 well as a thorough testing of vehicles conducted over many months.

20    **7.    REQUESTS FOR EXCLUSION**

21           7.1.    **Manner of Opting Out.** The Class Notice Program will provide instructions  
22 regarding the procedures that must be followed to opt out of the Class pursuant to Federal Rule of  
23 Civil Procedure 23(c)(2)(B)(v). The Parties agree that, to opt out validly from the Class, a Class  
24 Member must personally sign (electronic signatures, including DocuSign, are invalid and will not  
25 be considered personal signatures) and send a written request to opt out stating “I wish to exclude  
26 myself from the Class in Porsche Gasoline Litigation Class Action Settlement in *In re:*  
27 *Volkswagen “Clean Diesel” Marketing, Sales Practices, and Products Liability Litigation*, No.  
28 3:15-md-02672-CRB (N.D. Cal.) (MDL 2672),” (or substantially similar clear and unambiguous

1 language) to the Claims Administrator on or before the Opt-Out Deadline (postmarked or emailed  
2 no later than the Opt-Out Deadline, with the exception of Sport+ Opt-Out deadline described in  
3 Paragraph 2.33). The Class Member must either (i) mail the signed written request to an address  
4 provided by the Claims Administrator; or (ii) e-mail a complete and legible scanned copy or  
5 photograph of the signed written request to an e-mail address provided by the Claims  
6 Administrator. That written request must include the Class Member's name, address, telephone  
7 number, and VIN(s) of the Class Vehicle(s) forming the basis of the Class Member's inclusion in  
8 the Class, a statement as to whether the Class Member owns/owned or leases/leased the Class  
9 Vehicle(s), and the date(s) of the Class Member's ownership or lease of the Class Vehicle(s) (*i.e.*,  
10 start date and, if applicable, end date of possession). Opt-out requests that are signed by an  
11 attorney but not by the Class Member are invalid. The Parties retain discretion to determine  
12 whether any opt-out request substantially complies with the requirements above. The Claims  
13 Administrator will provide copies of all opt-out requests to Plaintiffs' Lead Counsel and  
14 Defendants' Lead Counsel within seven days of the receipt of each such request. The Claims  
15 Administrator and the Parties shall promptly after receipt provide copies of any requests for  
16 exclusion, objections and/or related correspondence to each other.

17 **7.2. Consequences of Failure to Opt Out in a Timely and Proper Manner.** All  
18 Class Members who do not timely and properly opt out of the Class will in all respects be bound  
19 by all terms of this Class Action Agreement and the Final Approval Order upon the Effective  
20 Date.

21 **7.3. Opting Out and Objecting Are Mutually Exclusive Options.** Any Class  
22 Member who elects to opt out pursuant to this Section may not also object to the Settlement. Any  
23 Class Member who elects to object pursuant to Section 8 herein may not also opt out pursuant to  
24 this Section.

## 25 **8. OBJECTIONS TO THE SETTLEMENT**

26 **8.1. Manner of Objecting.** The Class Notice Program will provide instructions  
27 regarding the procedures that must be followed to object to the Settlement pursuant to Federal  
28 Rule of Civil Procedure 23(e)(5). Provided that a Class Member has not submitted a written

1 request to opt out, as set forth in Section 7, the Class Member may present written objections, if  
2 any, explaining why he or she believes the Class Action Settlement should not be approved by the  
3 Court as fair, reasonable, and adequate. No later than such date as is ordered by the Court, a  
4 Class Member who wishes to object to any aspect of the Class Action Settlement must file with  
5 the Court, or as the Court otherwise may direct, a written statement of the objection(s). The  
6 written statement of objection(s) must include a detailed statement of the Class Member's  
7 objection(s), as well as the specific reasons, if any, for each such objection, including any  
8 evidence and legal authority the Class Member wishes to bring to the Court's attention. That  
9 written statement also must contain the Class Member's printed name, address, telephone  
10 number, and VIN(s) of the Class Vehicle(s) forming the basis of the Class Member's inclusion in  
11 the Class, the dates of the Class Member's ownership or lease of the Class Vehicle(s), a statement  
12 that the Class Member has reviewed the Class definition and has not opted out of the Class, and  
13 any other supporting papers, materials, or briefs the Class Member wishes the Court to consider  
14 when reviewing the objection.

15           **8.2. Objecting Through Counsel.** A Class Member may object on his or her own  
16 behalf or through a lawyer hired at that Class Member's own expense, provided the Class  
17 Member has not submitted a written request to opt out, as set forth in Section 7. The objection  
18 must state whether it applies only to the objector, to a specific subset of the Class, or to the entire  
19 Class, and also state with specificity the grounds for the objection. Lawyers asserting objections  
20 on behalf of Class Members must: (1) file a notice of appearance with the Court by the date set  
21 forth in the Preliminary Approval Order, or as the Court otherwise may direct; (2) file a sworn  
22 declaration attesting to his or her representation of each Class Member on whose behalf the  
23 objection is being filed or file (in camera) a copy of the contract between that lawyer and each  
24 such Class Member; and (3) comply with the procedures described in this Section. Lawyers  
25 asserting objections on behalf of Class Members also must file a sworn declaration that specifies  
26 the number of times during the prior five-year period they have objected to a class action  
27 settlement on their own behalf or on behalf of a class member.

28

1           8.3.    **Intent to Appear at the Fairness Hearing.** A Class Member (or counsel  
2 individually representing him or her, if any) seeking to make an appearance at the Fairness  
3 Hearing must file with the Court, by the date set forth in the Preliminary Approval Order, a  
4 written notice of his or her intent to appear at the Fairness Hearing, in accordance with the  
5 requirements set forth in the Preliminary Approval Order, or by such time and in such manner as  
6 the Court may otherwise direct.

7           8.4.    **Consequences of Failure to Object in a Timely and Proper Manner.** Unless  
8 the Court directs otherwise, any Class Member who fails to comply with the provisions of this  
9 Section will waive and forfeit any and all rights he, she, or it may have to object to the Class  
10 Action Settlement and/or to appear and be heard on said objection at the Fairness Hearing.  
11 Failure to object waives a Class Member's right to appeal approval of the Settlement.

12    **9.    NOTICE PROGRAM**

13           9.1.    **Class Notice.** The Parties, in consultation with the Notice Administrator, shall  
14 design a notice program that satisfies due process and meets the requirements of Federal Rule of  
15 Civil Procedure 23(c) and the Northern District of California's Procedural Guidance for Class  
16 Action Settlements. The program will be further detailed in the Motion for Preliminary  
17 Approval.

18           9.2.    **CAFA Notice.** At the earliest practicable time, and no later than ten days after the  
19 Parties file this Class Action Agreement with the Court, Defendants shall send to each appropriate  
20 state and federal official the materials specified in 28 U.S.C. § 1715 and otherwise comply with  
21 its terms.

22           9.3.    **Notice Administrator.** The Notice Administrator shall be responsible for, among  
23 other things, (i) preparing and sending individual notice, (ii) executing a publication notice  
24 campaign, and (iii) consulting on and effectuating other aspects of the Class Notice Program. All  
25 reasonable and necessary costs of the Class Notice Program and the fees and costs of the Notice  
26 Administrator will be paid out of the Settlement Value.

27           9.4.    **List of Opt Outs.** Not later than ten days before the date of the Fairness Hearing,  
28 the Notice Administrator shall file with the Court a list of those persons who have opted out or

1 excluded themselves from the Settlement. The Notice Administrator shall file with the Court the  
2 details outlining the scope, method, and results of the Class Notice Program.

3 **10. RELEASE AND WAIVER**

4 10.1. The Parties agree to the following release and waiver (as defined above, the  
5 Release), which shall take effect upon entry of the Final Approval Order. The terms of the  
6 Release are a material term of the Class Action Agreement and will be reflected in the Final  
7 Approval Order.

8 10.2. **Released Parties.** Released Parties means any person who, or entity that, is or  
9 could be responsible or liable in any way whatsoever, whether directly or indirectly, for the  
10 Sport+ Matter and Fuel Economy Matter. The Released Parties include, without limitation,  
11 (1) Volkswagen AG, Volkswagen Group of America, Inc. (d/b/a Volkswagen of America, Inc.),  
12 Volkswagen Group of America Chattanooga Operations, LLC, VW Credit, Inc., VW Credit  
13 Leasing, Ltd., VCI Loan Services, LLC, Porsche Automobil Holding SE, Dr. Ing. h.c. F. Porsche  
14 AG, Porsche Cars North America, Inc., Porsche Financial Services, Inc., Porsche Leasing Ltd.,  
15 and any former, present, and future owners, shareholders (direct or indirect), members (direct or  
16 indirect), directors, officers, members of management or supervisory boards, employees,  
17 attorneys, affiliates, parent companies (direct or indirect), subsidiaries (direct or indirect),  
18 predecessors, and successors of any of the foregoing (the "Released Entities"); (2) any and all  
19 contractors, subcontractors, joint venture partners, consultants, auditors, and suppliers of the  
20 Released Entities; (3) any and all persons and entities indemnified by any Released Entity with  
21 respect to the Sport+ Matter and Fuel Economy Matter; (4) any and all other persons and entities  
22 involved in the design, research, development, manufacture, assembly, testing, sale, leasing,  
23 repair, warranting, marketing, advertising, public relations, promotion, or distribution of any  
24 Class Vehicle, even if such persons are not specifically named in this paragraph, including  
25 without limitation all Authorized Dealers, as well as Non-Authorized Dealers and sellers; (5) the  
26 Claims Administrator; (6) the Notice Administrator; (7) lenders, creditors, financial institutions,  
27 or any other parties that financed any purchase or lease of a Class Vehicle; and (8) for each of the  
28 foregoing, their respective former, present, and future affiliates, parent companies, subsidiaries,



1 predecessors, successors, shareholders, indemnitors, subrogees, spouses, joint ventures, general or  
2 limited partners, attorneys, assigns, principals, officers, directors, members of management or  
3 supervisory boards, employees, members, agents, representatives, trustees, insurers, reinsurers,  
4 heirs, beneficiaries, wards, estates, executors, administrators, receivers, conservators, personal  
5 representatives, divisions, dealers, and suppliers.

6       **10.3. Class Release.** In consideration for the Settlement, Class Members, on behalf of  
7 themselves and their agents, heirs, executors and administrators, successors, assigns, insurers,  
8 attorneys (including any attorney engaged by Class Members who is not Class Counsel),  
9 representatives, shareholders, owners associations, and any other legal or natural persons who  
10 may claim by, through, or under them (the “Releasing Parties”), fully, finally, irrevocably, and  
11 forever release, waive, discharge, relinquish, settle, and acquit any and all claims, demands,  
12 actions, or causes of action, whether known or unknown, that they may have, purport to have, or  
13 may have hereafter against any Released Party, as defined above, arising out of or in any way  
14 related to the Sport+ Matter or Fuel Economy Matter or any allegation, claim or other subject  
15 matter of the Complaint or this Action. This Release applies to any and all claims, demands,  
16 actions, or causes of action of any kind or nature whatsoever, whether in law or in equity,  
17 contractual, quasi-contractual or statutory, known or unknown, direct, indirect or consequential,  
18 liquidated or unliquidated, past, present or future, foreseen or unforeseen, developed or  
19 undeveloped, contingent or non-contingent, suspected or unsuspected, whether or not concealed  
20 or hidden, arising from or in any way related to the Sport+ Matter, Fuel Economy Matter or other  
21 matters that are the subject of the Complaint or this Action, including without limitation (1) any  
22 claims that were or could have been asserted in the Action; and (2) any claims for fines, penalties,  
23 economic damages, punitive damages, exemplary damages, liens, injunctive relief, attorneys’  
24 fees, costs, or attorneys’ liens (except as provided in Section 12 of this Class Action Agreement),  
25 expert, consultant, or other litigation fees or costs other than fees and costs awarded by the Court  
26 in connection with this Settlement or to attorneys other than Class Counsel, or any other  
27 liabilities, that were or could have been asserted in any civil, administrative, or other proceeding,  
28 including arbitration (the “Released Claims”). This Release applies without limitation to any and



1 all Released Claims regardless of the legal or equitable theory or nature under which they are  
2 based or advanced including without limitation legal and/or equitable theories under any federal,  
3 state, provincial, local, tribal, administrative, or foreign or international law, or statute, ordinance,  
4 code, regulation, contract, common law, equity, or any other source, and whether based in strict  
5 liability, negligence, gross negligence, punitive damages, nuisance, trespass, breach of warranty,  
6 misrepresentation, breach of contract, fraud, or any other legal or equitable theory, whether  
7 existing under the laws of the United States, a State, territory, or possession of the United States,  
8 or of any other foreign or domestic state, territory, or other legal or governmental body, whether  
9 existing now or arising in the future. Notwithstanding the foregoing, this Agreement does not  
10 release any claims for wrongful death or personal injury.

11 **10.4. Possible Future Claims.** For the avoidance of doubt, Class Members expressly  
12 understand and acknowledge that they may hereafter discover claims presently unknown or  
13 unsuspected, or facts in addition to or different from those that they now know or believe to be  
14 true, related to the Sport+ Matter or Fuel Economy Matter, the Action and/or the Release herein.  
15 Nevertheless, it is the intention of Class Counsel and the Settlement Class Representatives in  
16 executing this Class Action Agreement to fully, finally, irrevocably, and forever release, waive,  
17 discharge, relinquish, settle, and acquit all such matters, and all claims relating thereto which  
18 exist, hereafter may exist, or might have existed (whether or not previously or currently asserted  
19 in any action or proceeding) with respect to the Sport+ Matter or Fuel Economy Matter and/or the  
20 Released Claims.

21 **10.5. Waiver of California Civil Code Section 1542 and Analogous Provisions.**  
22 Settlement Class Representatives expressly understand and acknowledge, and Class Members  
23 will be deemed to understand and acknowledge Section 1542 of the California Civil Code, which  
24 provides: **“A general release does not extend to claims that the creditor or releasing party**  
25 **does not know or suspect to exist in his or her favor at the time of executing the release and**  
26 **that, if known by him or her, would have materially affected his or her settlement with the**  
27 **debtor or released party.”** Each Settlement Class Representative expressly acknowledges that  
28 he, she, or it has been advised by Class Counsel of the contents and effect of Section 1542 and

1 that he, she, or it has considered the possibility that the number or magnitude of all claims may  
2 not currently be known. To ensure that this Release is interpreted fully in accordance with its  
3 terms, Class Members expressly waive and relinquish any and all rights and benefits that they  
4 may have under Section 1542 to the extent that such Section may be applicable to the Release.  
5 Class Members likewise expressly waive and relinquish any rights or benefits of any law of any  
6 state or territory of the United States, federal law or principle of common law, or of international  
7 or foreign law, which is similar, comparable, analogous, or equivalent to Section 1542 of the  
8 California Code to the extent that such laws or principles may be applicable to the Release.

9       **10.6. Individual Release.** Each Class Member who receives a Settlement Benefit  
10 pursuant to this Class Action Agreement shall, as a precondition to receiving such payment, be  
11 required to agree to an Individual Release of their claims. Consistent with the Release provided  
12 in this Agreement, the Individual Release will release all of the Released Parties from any and all  
13 present and future claims (as described in Section 10) arising out of or related to the Sport+  
14 Matter or Fuel Economy Matter or other matters that are the subject of the Complaint or this  
15 Action. In connection with the Individual Release, Class Members hereby agree to release any  
16 potential claims under the Trade Regulation Rule Concerning the Preservation of Consumers'  
17 Claims and Defenses, 16 C.F.R. § 433.2 (the "Holder Rule"), relating to the Sport+ Matter or  
18 Fuel Economy Matter or other matters that are the subject of the Complaint or the Action. The  
19 Individual Release will be effective upon acceptance of the Settlement Benefit and shall remain  
20 effective even if the Final Approval Order is reversed and/or vacated on appeal, or if this Class  
21 Action Agreement is abrogated or otherwise voided in whole or in part.

22       **10.7. Actions or Proceedings Involving Released Claims.** Class Members who do not  
23 opt out in accordance with Section 7.1 expressly agree that this Release, and the Final Approval  
24 Order, is, will be, and may be raised as a complete defense to, and will preclude, any action or  
25 proceeding specified in, or involving claims encompassed by, this Release. Class Members who  
26 do not opt out shall not now or hereafter institute, maintain, prosecute, assert, and/or cooperate in  
27 the institution, commencement, filing or prosecution of any suit, action, and/or other proceeding,  
28 against the Released Parties with respect to the claims, causes of action and/or any other matters

1 subject to this Release. To the extent that they have initiated, or caused to be initiated, any suit,  
2 action, or proceeding not already encompassed by the Action, Class Members who do not opt out  
3 shall cause such suit, action, or proceeding to be dismissed with prejudice. If a Class Member  
4 who does not opt out commences, files, initiates, or institutes any new legal action or other  
5 proceeding for any Released Claim against any Released Party in any federal or state court,  
6 arbitral tribunal, or administrative or other national, foreign or international forum, (1) such legal  
7 action or other proceeding shall be dismissed with prejudice and at that Class Member's cost; and  
8 (2) the respective Released Party shall be entitled to recover any and all reasonable related costs  
9 and expenses from that Class Member arising as a result of that Class Member's breach of his,  
10 her, or its obligations under this Release. Within five business days of the Post-Appeal Date,  
11 Class Counsel will dismiss the Complaint with prejudice.

12       **10.8. Ownership of Released Claims.** Class Members submitting a Claim Form shall  
13 represent and warrant therein that they are the sole and exclusive owner of all claims that they  
14 personally are releasing under the Class Action Agreement and that they have not assigned,  
15 pledged, or in any manner whatsoever, sold, transferred, assigned or encumbered any right, title,  
16 interest or claim arising out of or in any way whatsoever pertaining to the Action, including  
17 without limitation, any claim for benefits, proceeds or value under the Action, and that such Class  
18 Members are not aware of anyone other than themselves claiming any interest, in whole or in  
19 part, in any benefits, proceeds or values to which those Class Members may be entitled as a result  
20 of the Sport+ Matter or Fuel Economy Matter.

21       **10.9. Total Satisfaction of Released Claims.** Any benefits pursuant to the Class  
22 Action Agreement are in full, complete, and total satisfaction of all of the Released Claims  
23 against the Released Parties. Such benefits are sufficient and adequate consideration for each and  
24 every term of this Release, and this Release shall be irrevocably binding upon Settlement Class  
25 Representatives and Class Members who do not opt out of the Class.

26       **10.10. Release Not Conditioned on Claim or Payment.** The Release shall be effective  
27 with respect to all Releasing Parties, including all Class Members who do not opt out, regardless  
28 of whether those Class Members ultimately submit a Claim under this Class Action Agreement.

1           10.11. **Basis for Entering Release.** Class Counsel acknowledge that they have  
2 conducted sufficient independent investigation and discovery to enter into this Class Action  
3 Agreement and that they execute this Class Action Agreement freely, voluntarily, and without  
4 being pressured or influenced by, or relying on any statements, representations, promises, or  
5 inducements made by the Released Parties or any person or entity representing the Released  
6 Parties, other than as set forth in this Class Action Agreement. Settlement Class Representatives  
7 acknowledge, agree, and specifically represent and warrant that they have discussed with Class  
8 Counsel the terms of this Class Action Agreement and have received legal advice with respect to  
9 the advisability of entering into this Class Action Agreement and the Release, and the legal effect  
10 of this Class Action Agreement and the Release. The representations and warranties made  
11 throughout the Class Action Agreement shall survive the execution of the Class Action  
12 Agreement and shall be binding upon the respective heirs, representatives, successors and assigns  
13 of the Parties.

14           10.12. **Material Term.** Settlement Class Representatives and Class Counsel hereby  
15 agree and acknowledge that this Section 10 in its entirety was separately bargained for and  
16 constitutes a key, material term of the Class Action Agreement that shall be reflected in the Final  
17 Approval Order.

18           10.13. **Reservation of Claims.** This Class Action Agreement shall resolve the claims of  
19 Class Members who do not opt out only as they relate to the Released Claims. The Parties  
20 reserve all rights to litigate liability and equitable relief of any sort for any subset of vehicles,  
21 purchasers, or lessees not expressly covered by this Class Action Agreement.

22           10.14. **Released Parties' Releases of Settlement Class Representatives, the Class, and**  
23 **Counsel.** Upon the Effective Date, Released Parties absolutely and unconditionally release and  
24 forever discharge the Settlement Class Representatives, Class Members, Defendants' counsel and  
25 Class Counsel from any and all claims relating to the institution or prosecution of the Action.

26           10.15. **Jurisdiction.** The Court shall retain exclusive and continuing jurisdiction over all  
27 Parties, the Action, and this Class Action Agreement to resolve any dispute that may arise  
28 regarding this Class Action Agreement or in relation to this Action, including any dispute

1 regarding validity, performance, interpretation, administration, enforcement, enforceability, or  
2 termination of the Class Action Agreement, and no Party shall oppose the reopening and  
3 reinstatement of the Action on the Court's active docket for the purposes of effecting this Section.

4 **11. ESCROW ACCOUNT**

5 11.1. Provided that Plaintiffs' Lead Counsel provides Porsche AG with all necessary  
6 payment information at least 20 days prior to the Final Approval hearing, Porsche AG will fund at  
7 least \$30 million of the Settlement Value no later than 10 days prior to the Final Approval  
8 hearing. Within ten business days after the Effective Date, Porsche AG shall fund the Escrow  
9 Account with the remaining Settlement Value, which funds shall be used as described in this  
10 Agreement.

11 11.2. In the event that the Class Action Settlement is terminated or invalidated for any  
12 reason prior to the conclusion of the Claims Period, any funds in the Escrow Account, including  
13 all interest accrued, shall be returned to Defendants.

14 **12. ATTORNEYS' FEES AND EXPENSES**

15 12.1. Defendants and Class Counsel represent that they have not discussed the amount  
16 of fees and expenses to be paid prior to agreement on the terms of this Class Action Agreement.  
17 Class Counsel shall file a motion for court approval of their attorneys' fees and expenses for work  
18 performed pursuant to PTO 11 in connection with the Action. Any fees and expenses ordered or  
19 approved by the Court will be paid from the total Settlement Value and wired from the Escrow  
20 Account to an account specified by Plaintiffs' Lead Counsel within three business days of the  
21 Court's order approving such fees and expenses. Defendants reserve the right to oppose Class  
22 Counsel's motion. No Class Members or their attorneys other than Class Counsel or Participating  
23 Counsel who perform work pursuant to PTO 11 in connection with this Action shall receive fees  
24 or expenses under this Class Action Agreement, any fee-shifting statute, or attorneys' lien. If the  
25 Class Action Agreement is terminated pursuant to section 15.2, any attorneys' fees paid to Class  
26 Counsel will be returned to Defendants within seven days of such termination.

27  
28

1 **13. PROPOSED SCHEDULE FOR APPROVAL OF SETTLEMENT**

2 13.1. A comprehensive potential schedule for the approval of this Settlement is set forth  
3 below, subject to Court approval. The Parties will use their best efforts to advance the Settlement  
4 along the lines outlined in the proposed schedule set forth below, recognizing it is subject to  
5 change, as required by Court order and/or agreed to by the Parties.

Date	Event
June 15, 2022	Motion for Preliminary Approval
July 22, 2022	Hearing on Motion for Preliminary Approval [Remainder of schedule assumes entry of Preliminary Approval Order on this date]
July 22, 2022	Class Notice Program begins
August 19, 2022	Motions for Final Approval and Attorneys' Fees and Expenses filed
September 23, 2022	Objection and Opt-Out Deadline
October 7, 2022	Reply Memoranda in Support of Final Approval and Fee/Expense Application filed
October 21, 2022	Final Approval Hearing

17 **14. AGREEMENT TO COOPERATE TO EFFECTUATE SETTLEMENT**

18 14.1. Counsel for all Parties warrant and represent that they are expressly authorized by  
19 the Parties whom they represent to negotiate this Class Action Agreement. The persons signing  
20 this Class Action Agreement on behalf of each Party warrant that he or she is authorized to sign  
21 this Class Action Agreement on behalf of that Party.

22 14.2. The Parties and their respective counsel will cooperate with each other, act in good  
23 faith, and use their best efforts to effectuate the implementation of the Class Action Agreement.  
24 In the event the Parties are unable to reach agreement on the form or content of any document  
25 needed to implement the Class Action Agreement, or on any supplemental provisions that may  
26 become necessary to effectuate the terms of this Class Action Agreement, the Parties may seek  
27 the assistance of the Court to resolve such disagreement.  
28

1           14.3. The Parties further agree to make all reasonable efforts to ensure the timely and  
2 expeditious administration and implementation of the Class Action Agreement and to minimize  
3 the costs and expenses incurred therein.

4 **15. MODIFICATION OR TERMINATION OF THE CLASS ACTION AGREEMENT**

5           15.1. The terms and provisions of this Class Action Agreement may be amended,  
6 modified, or expanded by written agreement of the Parties and approval of the Court; provided,  
7 however, that after entry of the Final Approval Order, the Parties may by written agreement effect  
8 such amendments, modifications, or expansions of this Class Action Agreement and its  
9 implementing documents (including all exhibits hereto) without further notice to the Class or  
10 approval by the Court if such changes are consistent with the Court's Final Approval Order and  
11 do not limit the rights of Class Members under this Class Action Agreement.

12           15.2. This Class Action Agreement shall terminate at the discretion of either Defendants  
13 or the Settlement Class Representatives, through Lead Counsel, if: (1) Lead Counsel determines  
14 through confirmatory discovery that the Settlement is not fair, reasonable, or adequate; (2) the  
15 Court, or any appellate court(s), rejects, modifies, or denies approval of any portion of this Class  
16 Action Agreement or the proposed Settlement that the terminating Party in its (or their) sole  
17 judgment and discretion reasonably determine(s) is material, including, without limitation, the  
18 terms of relief, the findings, or conclusions of the Court, the provisions relating to notice, the  
19 definition of the Class, and/or the terms of the Release; or (3) the Court, or any appellate court(s),  
20 does not enter or completely affirm, or alters, narrows or expands, any portion of the Final  
21 Approval Order, or any of the Court's findings of fact or conclusions of law, that the terminating  
22 Party in its (or their) sole judgment and discretion reasonably determine(s) is material. The  
23 terminating Party must exercise the option to withdraw from and terminate this Class Action  
24 Agreement, as provided in this Section 15, by a signed writing served on the other Parties no later  
25 than twenty days after receiving notice of the event prompting the termination. The Parties will  
26 be returned to their positions status quo ante.

27           15.3. If an option to withdraw from and terminate this Class Action Agreement arises  
28 under Section 15.2 above, neither Defendants nor Settlement Class Representatives are required



1 for any reason or under any circumstance to exercise that option and any exercise of that option  
2 shall be in good faith.

3 15.4. If, but only if, this Class Action Agreement is terminated pursuant to Section 15.2,  
4 above, then:

5 15.4.1. This Class Action Agreement shall be null and void and shall have no  
6 force or effect, and no Party to this Class Action Agreement shall be  
7 bound by any of its terms, except for the terms of Section 15.2 herein;

8 15.4.2. The Parties will petition the Court to have any stay orders entered  
9 pursuant to this Class Action Agreement lifted;

10 15.4.3. All of the provisions of this Class Action Agreement, and all negotiations,  
11 statements, and proceedings relating to it, shall be without prejudice to  
12 the rights of Defendants, Settlement Class Representatives, or any Class  
13 Member, all of whom shall be restored to their respective positions  
14 existing immediately before the execution of this Class Action  
15 Agreement, except that the Parties shall cooperate in requesting that the  
16 Court set a new scheduling order such that no Party's substantive or  
17 procedural rights are prejudiced by the settlement negotiations and  
18 proceedings;

19 15.4.4. Released Parties expressly and affirmatively reserve all defenses,  
20 arguments, and motions as to all claims that have been or might later be  
21 asserted in the Action, including, without limitation, the argument that the  
22 Action may not be litigated as a class action;

23 15.4.5. Settlement Class Representatives and all other Class Members, on behalf  
24 of themselves and their heirs, assigns, executors, administrators,  
25 predecessors, and successors, expressly and affirmatively reserve and do  
26 not waive all motions as to, and arguments in support of, all claims,  
27 causes of action or remedies that have been or might later be asserted in  
28



1 the Action including, without limitation, any argument concerning class  
2 certification, and treble or other damages;

3 15.4.6. Defendants expressly and affirmatively reserve and do not waive all  
4 motions and positions as to, and arguments in support of, all defenses to  
5 the causes of action or remedies that have been sought or might be later  
6 asserted in the Action, including without limitation, any argument or  
7 position opposing class certification, liability, damages, or injunctive  
8 relief;

9 15.4.7. Neither this Class Action Agreement, the fact of its having been entered  
10 into, nor the negotiations leading to it shall be admissible or entered into  
11 evidence for any purpose whatsoever;

12 15.4.8. Any settlement-related order(s) or judgment(s) entered in this Action after  
13 the date of execution of this Class Action Agreement shall be deemed  
14 vacated and shall be without any force or effect; and

15 15.4.9. Defendants shall bear all reasonable and necessary costs incurred by the  
16 Claims Administrator and Notice Administrator in connection with the  
17 implementation of this Class Action Settlement up until its termination.  
18 Neither the Settlement Class Representatives nor Class Counsel shall be  
19 responsible for any such settlement-related costs.

20 15.4.10. All funds remaining in the Escrow Account or that have been remitted to  
21 Plaintiffs' Lead Counsel, Class Counsel or Participating Counsel  
22 including any attorneys' fees awarded pursuant to Section 12.1 shall be  
23 immediately returned to Defendants.

24 15.5. Notwithstanding the terms of this Section 15, Class Members who have received a  
25 Settlement Benefit under the Class Action Agreement prior to its termination or invalidation and  
26 shall be bound by the terms of the Individual Release, which terms shall survive termination or  
27 invalidation of the Class Action Agreement.

28

1 **16. REPRESENTATIONS AND WARRANTIES**

2 16.1. Class Counsel represents that: (1) they are authorized by the Settlement Class  
3 Representatives to enter into this Class Action Agreement with respect to the claims asserted in  
4 the Action and any other claims covered by the Release; and (2) they are seeking to protect the  
5 interests of the Class.

6 16.2. Class Counsel further represents that the Settlement Class Representatives:  
7 (1) have agreed to serve as representatives of the Class proposed to be certified herein; (2) are  
8 willing, able, and ready to perform all of the duties and obligations of representatives of the  
9 Class; (3) have read the pleadings in the Action, including the Complaint, or have had the  
10 contents of such pleadings described to them; (4) have consulted with Class Counsel about the  
11 obligations imposed on representatives of the Class; (5) understand that they are entitled only to  
12 the rights and remedies of Class Members under this Class Action Agreement and not to any  
13 additional compensation by virtue of their status as Settlement Class Representative except that  
14 Class Counsel may seek reasonable and appropriate service awards for Settlement Class  
15 Representatives up to \$250, to be paid in addition to the Settlement Class Benefits, subject to  
16 Court approval; and (6) shall remain and serve as representatives of the Class until the terms of  
17 this Class Action Agreement are effectuated, this Class Action Agreement is terminated in  
18 accordance with its terms, or the Court at any time determines that said Settlement Class  
19 Representatives cannot represent the Class. Defendants shall retain the right to object to the  
20 payment of any service awards, including the amount thereof, which if ordered, is to be paid out  
21 of the Settlement Value.

22 16.3. Porsche represents and warrants that the individual(s) executing this Class Action  
23 Agreement are authorized to enter into this Class Action Agreement on behalf of Porsche.

24 16.4. The Parties acknowledge and agree that no opinion concerning the tax  
25 consequences of the proposed Settlement to Class Members is given or will be given by the  
26 Parties, nor are any representations or warranties in this regard made by virtue of this Class  
27 Action Agreement. In addition, the Parties acknowledge and agree that no tax ruling from any  
28 governmental tax authority in relation to a Class Member's tax consequences will be requested by

1 Defendants. The Parties further acknowledge and agree that nothing in this Agreement should be  
2 relied upon by any Class Member as the provision of tax advice. Each Class Member's tax  
3 consequences or liabilities, and the determination thereof, are the sole responsibility of the Class  
4 Member, and it is understood that each Class Member's federal, state, or foreign tax  
5 consequences or liabilities may vary depending on the particular circumstances of each individual  
6 Class Member. Class Members shall hold Defendants and their counsel harmless from any  
7 federal, state, or foreign tax assessments, interest, and/or penalties that result for any amounts  
8 paid or benefits provided under this Agreement, and Defendants shall not be liable for the  
9 payment of any additional amounts now or in the future for any amount related to a Class  
10 Member's tax consequences.

11 **17. GENERAL MATTERS AND RESERVATIONS**

12 17.1. This Class Action Agreement will be binding upon, and inure to the benefit of, the  
13 successors, transferees, and assigns of Defendants, the Settlement Class Representatives, and  
14 Class Members.

15 17.2. The Parties agree and acknowledge that (1) no government or governmental entity  
16 is a party to the Action or to this Class Action Agreement; (2) each Party is entering into this  
17 Class Action Agreement of its own volition, and no Party is entering into this Class Action  
18 Agreement at the direction of a government or governmental entity, or otherwise compelled by a  
19 government or governmental entity to do so; and (3) this Class Action Agreement is for the  
20 purpose of restitution, compensation or/and remediation for harm or damage alleged in the  
21 Complaint.

22 17.3. Defendants' obligations under Section 4 in this Class Action Agreement are and  
23 shall be contingent upon each of the following:

24 17.3.1. Entry by the Court of the Final Approval Order approving the Class  
25 Action Settlement;

26 17.3.2. The occurrence of the Effective Date; and

27 17.3.3. The satisfaction of any other conditions set forth in this Class Action  
28 Agreement.

1           17.4. The Parties and their counsel agree to keep the existence and contents of this Class  
2 Action Agreement confidential until the date on which the Class Action Agreement is filed;  
3 provided, however, that this Section shall not prevent Defendants from disclosing such  
4 information, prior to such date, to state and federal agencies, other relevant government  
5 authorities, independent accountants, actuaries, advisors, financial analysts, insurers, or lawyers.  
6 The Parties and their counsel may also disclose the existence and contents of this Class Action  
7 Agreement to persons or entities (such as experts, courts, co-counsel, and/or administrators) to  
8 whom the Parties agree disclosure must be made in order to effectuate the terms and conditions of  
9 this Class Action Agreement.

10           17.5. Settlement Class Representatives and Class Counsel agree that confidential  
11 information was made available to them solely through the settlement process provided pursuant  
12 to the protections of Federal Rule of Evidence 408 and any equivalent rule in other states or  
13 territories, and was made available on the condition that it not be disclosed to third parties (other  
14 than experts or consultants retained by Settlement Class Representatives in connection with the  
15 Action) or used for any purpose other than settlement of this Action.

16           17.6. Information provided by Defendants and/or Defendants' counsel to Settlement  
17 Class Representatives, Class Counsel, any individual Class Member, counsel for any individual  
18 Class Member, and/or administrators, pursuant to the negotiation and implementation of this  
19 Class Action Agreement, includes trade secrets and highly confidential and proprietary business  
20 information and shall be deemed "Highly Confidential" pursuant to the protective orders that  
21 have been or will be entered in the Action, and shall be subject to all of the provisions thereof.  
22 Any materials inadvertently produced shall, upon any Defendants' request, be promptly returned  
23 to the requesting Defendants' counsel, as appropriate, and there shall be no implied or express  
24 waiver of any privileges, rights and defenses.

25           17.7. This Class Action Agreement, complete with its exhibits and all documents filed  
26 with the Court, sets forth the entire agreement among the Parties with respect to its subject matter,  
27 and it may not be altered, amended, or modified except by written instrument executed by  
28 Plaintiffs' Lead Counsel and Defendants' Lead Counsel. The Parties expressly acknowledge that

1 no other agreements, arrangements, or understandings regarding vehicles not expressed in this  
2 Class Action Agreement or the documents filed with the Court exist among or between them, and  
3 that in deciding to enter into this Class Action Agreement, they have relied solely upon their own  
4 judgment and knowledge. This Class Action Agreement and the accompanying documents filed  
5 with the Court supersede any prior agreements, understandings, or undertakings (written or oral)  
6 by and between the Parties regarding the subject matter of this Class Action Agreement.

7 17.8. This Class Action Agreement and any amendments thereto, and any dispute  
8 arising out of or related to this Class Action Agreement, shall be governed by and interpreted  
9 according to the Federal Rules of Civil Procedure and applicable jurisprudence relating thereto,  
10 and the laws of the State of California notwithstanding its conflict of law provisions.

11 17.9. Any disagreement and/or action to enforce this Class Action Agreement shall be  
12 commenced and maintained only in the United States District Court for the Northern District of  
13 California.

14 17.10. Whenever this Class Action Agreement requires or contemplates that one of the  
15 Parties shall or may give notice to the other, notice shall be provided by e-mail and/or next-day  
16 (excluding Saturdays, Sundays and Federal Holidays) express delivery service as follows:

17 If to Defendants, then to:

18 Sharon L. Nelles  
19 SULLIVAN & CROMWELL LLP  
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21 Cari K. Dawson  
22 ALSTON & BIRD LLP  
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23 Atlanta, GA 30309-3424  
Email: cari.dawson@alston.com

24 If to the Class, then to:

25 Elizabeth J. Cabraser  
26 LIEFF CABRASER HEIMANN & BERNSTEIN, LLP  
27 275 Battery Street, 29th Floor  
San Francisco, CA 94111  
28 Email: ecabraser@lchb.com

1           17.11. All time periods in this Class Action Agreement shall be computed in calendar  
2 days unless otherwise expressly provided. In computing any period of time in this Class Action  
3 Agreement or by order of the Court, the day of the act or event shall not be included. The last day  
4 of the period shall be included, unless it is a Saturday, a Sunday or a Federal Holiday, or, when  
5 the act to be done is the filing of a paper in court, a day on which the court is closed, in which  
6 case the period shall run until the end of the next day that is not one of the aforementioned days.  
7 As used in this Class Action Agreement, “Federal Holiday” includes holidays designated in  
8 Federal Rule of Civil Procedure 6(a) or by the Clerk of the United States District Court for the  
9 Northern District of California.

10           17.12. The Parties reserve the right, subject to the Court’s approval, to agree to any  
11 reasonable extensions of time that might be necessary to carry out any of the provisions of this  
12 Class Action Agreement.

13           17.13. The Class, Settlement Class Representatives, Class Counsel, Defendants, and/or  
14 Defendants’ Lead Counsel shall not be deemed to be the drafter of this Class Action Agreement  
15 or of any particular provision, nor shall they argue that any particular provision should be  
16 construed against its drafter. All Parties agree that this Class Action Agreement was drafted by  
17 counsel for the Parties during extensive arm’s-length negotiations. No parol or other evidence  
18 may be offered to explain, construe, contradict, or clarify its terms, the intent of the Parties or  
19 their counsel, or the circumstances under which this Class Action Agreement was made or  
20 executed.

21           17.14. The Parties expressly acknowledge and agree that this Class Action Agreement  
22 and its exhibits, along with all related drafts, motions, pleadings, conversations, negotiations,  
23 related notes, and correspondence, constitute an offer of compromise and a compromise within  
24 the meaning of Federal Rule of Evidence 408 and any equivalent rule of evidence in any state or  
25 territory.

26           17.15. The Settlement Class Representatives expressly affirm that the allegations  
27 contained in the Complaint were made in good faith, but consider it desirable for the Action to be  
28

1 settled and dismissed as to the Class Vehicles only because of the substantial benefits that the  
2 Settlement will provide to Class Members.

3 17.16. The Parties agree that the Class Action Agreement was reached voluntarily after  
4 consultation with competent legal counsel.

5 17.17. Neither this Class Action Agreement nor any act performed or document executed  
6 pursuant to or in furtherance of this Class Action Agreement is or may be deemed to be or may be  
7 used or construed as an admission of, or evidence of, (i) the validity of any of the Released  
8 Claims, or of any wrongdoing or liability of any Released Parties or (ii) any fault or omission of  
9 any Released Parties in any civil, criminal, regulatory, or administrative proceeding in any court,  
10 administrative agency or other tribunal. Nor shall this Class Action Agreement be deemed an  
11 admission by any Party as to the merits of any claim or defense.

12 17.18. Any of the Released Parties may file this Class Action Agreement and/or the Final  
13 Approval Order in any action that may be brought against it in order to support any defense or  
14 counterclaim, including without limitation those based on principles of *res judicata*, collateral  
15 estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim  
16 preclusion or issue preclusion or similar defense or counterclaim.

17 17.19. The Parties, their successors and assigns, and their counsel undertake to implement  
18 the terms of this Class Action Agreement in good faith, and to use good faith in resolving any  
19 disputes that may arise in the implementation of the terms of this Class Action Agreement.

20 17.20. The waiver by one Party of any breach of this Class Action Agreement by another  
21 Party shall not be deemed a waiver of any prior or subsequent breach of this Class Action  
22 Agreement.

23 17.21. If one Party to this Class Action Agreement considers another Party to be in  
24 breach of its obligations under this Class Action Agreement, that Party must provide the  
25 breaching Party with written notice of the alleged breach and provide a reasonable opportunity to  
26 cure the breach before taking any action to enforce any rights under this Class Action Agreement.  
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1           17.22. The Parties, their successors and assigns, and their counsel agree to cooperate fully  
2 with one another in seeking Court approval of this Class Action Agreement and to use their best  
3 efforts to implement this Class Action Agreement.

4           17.23. This Class Action Agreement may be signed with an electronic or facsimile  
5 signature and in counterparts, each of which shall constitute a duplicate original.

6           17.24. In the event any one or more of the provisions contained in this Class Action  
7 Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect,  
8 such invalidity, illegality, or unenforceability shall not affect any other provision if Defendants'  
9 Lead Counsel on behalf of Defendants, and Plaintiffs' Lead Counsel, on behalf of Settlement  
10 Class Representatives and Class Members, mutually agree in writing to proceed as if such invalid,  
11 illegal, or unenforceable provision had never been included in this Class Action Agreement. Any  
12 such agreement shall be reviewed and approved by the Court before it becomes effective.

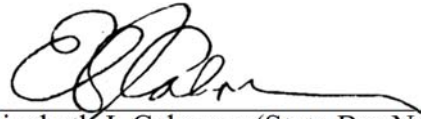
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FOR CLASS COUNSEL:

Date: 6/15/2022



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FOR VOLKSWAGEN AG:

Date: June 15, 2022



Manfred Doess  
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Date: June 15, 2022



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1 COUNSEL FOR VOLKSWAGEN AG, PORSCHE AG, AND PORSCHE CARS NORTH  
2 AMERICA, INC.:

3 Date: June 15, 2022

/s/ Sharon L. Nelles

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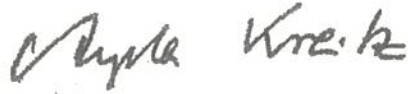
FOR DR. ING. H.C. F. PORSCHE AG:

Date: June, 10<sup>th</sup> 2022

  
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FOR DR. ING. H.C. F. PORSCHE AG:



Date: *June 10, 2022*

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Angela Kreitz  
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COUNSEL FOR DR. ING. H.C. F. PORSCHE AG:

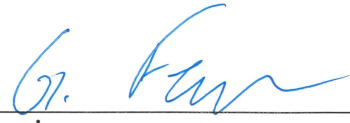
Date: 6-10-2022

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1 FOR PORSCHE CARS NORTH AMERICA, INC.:

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Date: June 15, 2022



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COUNSEL FOR PORSCHE CARS NORTH AMERICA, INC.:

Date: 6-10-2022



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# **EXHIBIT 1**

**Exhibit 1 – Fuel Economy Class Vehicles**

<b>Make</b>	<b>Code</b>	<b>Carline</b>	<b>Derivative</b>	<b>Transmission</b>	<b>Model Years</b>
Porsche	981 I	Boxster	Base	AT	2013 – 2016
Porsche	981 I	Cayman	Base	AT	2014 – 2016
Porsche	981 I	Boxster	Base	MT	2013 – 2016
Porsche	981 I	Cayman	Base	MT	2014 – 2016
Porsche	981 I	Boxster	S	AT	2013 – 2016
Porsche	981 I	Cayman	S	AT	2014 – 2016
Porsche	981 I	Boxster	S	MT	2013 – 2016
Porsche	981 I	Cayman	S	MT	2014 – 2016
Porsche	981 I	Boxster/Cayman	GTS	AT	2015 – 2016
Porsche	987 II	Boxster/Cayman	Base	AT	2009 – 2012
Porsche	987 II	Boxster/Cayman	S	AT	2009 – 2012
Porsche	987 II	Boxster/Cayman	S	MT	2009 – 2012
Porsche	991 I	Carrera C2 Coupe/Cabrio	Base	AT	2012 – 2016
Porsche	991 I	Carrera C4 Coupe/Cabrio	Base	AT	2013 – 2016
Porsche	991 I	Targa 4	Base	AT	2014-2016
Porsche	991 I	Carrera C2 Coupe/Cabrio	S	MT	2012 – 2016
Porsche	991 I	Carrera C4 Coupe/Cabrio	S	AT	2013 – 2016
Porsche	991 I	Targa 4	S	AT	2014-2016
Porsche	991 I	Targa 4	GTS	AT	2016
Porsche	997 I	Carrera C2 Coupe/Cabrio	Base	AT	2005 – 2008
Porsche	997 I	Carrera C2 Coupe/Cabrio	Base	MT	2008
Porsche	997 I	Carrera C2 Coupe/Cabrio	S	AT	2005 – 2008
Porsche	997 I	Carrera C2 Coupe/Cabrio	S	MT	2005 – 2008
Porsche	997 I	Carrera Coupe	Turbo	AT	2007 – 2009
Porsche	997 I	Carrera Cabrio	Turbo	AT	2008 – 2009
Porsche	997 II	Carrera C2 Coupe/Cabrio	Base	AT	2009 – 2012
Porsche	997 II	Carrera C2 Coupe/Cabrio	S	AT	2009 – 2012
Porsche	997 II	911 C2 Coupe/Cabrio	GTS	AT	2011-2012
Porsche	E2 I	Cayenne	S	AT	2011 – 2014
Porsche	E2 I	Cayenne	Turbo	AT	2012 – 2014
Porsche	E2 II	Cayenne	S	AT	2017 – 2018
Porsche	G1 I	Panamera 4	S	AT	2010 – 2013

# **EXHIBIT 2**

**Exhibit 2 – Sport+ Class Vehicles**

<b>Make</b>	<b>Code</b>	<b>Carline</b>	<b>Derivative</b>	<b>Model Years</b>
Porsche	981 I	Boxster	Base	2013 – 2016
Porsche	981 I	Cayman	Base	2014 – 2016
Porsche	981 I	Boxster	S	2013 – 2016
Porsche	981 I	Cayman	S	2014 – 2016
Porsche	981 I	Boxster/Cayman	GTS	2015 – 2016
Porsche	991 I	Carrera C2 Coupe/Cabrio	GTS	2015 – 2016
Porsche	991 I	Carrera C4 Coupe/Cabrio	GTS	2015 – 2016
Porsche	991 I	911	GT3	2014 – 2016 <sup>1</sup>
Porsche	991 I	911	GT3 RS	2016
Porsche	991 I	Carrera C2 Coupe/Cabrio	S	2012 – 2016
Porsche	991 I	Carrera C2 Coupe/Cabrio	Base	2012 – 2016
Porsche	991 I	Carrera C4 Coupe/Cabrio	Base	2013 – 2016
Porsche	991 I	Carrera C4 Coupe/Cabrio	S	2013 – 2016
Porsche	991 I	Targa 4	Base	2014 – 2016
Porsche	991 I	Targa 4	S	2014 – 2016
Porsche	991 I	Targa 4	GTS	2016
Porsche	E2 II	Cayenne	GTS	2016 – 2018
Porsche	G1 II	Panamera	Base	2014 – 2016
Porsche	G1 II	Panamera 4	Base	2014 – 2016
Porsche	G1 II	Panamera	S	2014 – 2016
Porsche	G1 II	Panamera 4	S	2014 – 2016
Porsche	G1 II	Panamera 4	GTS	2014 – 2016
Porsche	G1 II	Panamera 4	Turbo	2014 – 2016
Porsche	G1 II	Panamera 4	Turbo S	2014 – 2016

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<sup>1</sup> Only 991 I GT3 vehicles with certain software versions are included in the Sport+ Class.

# **EXHIBIT 3**

**Exhibit 3 - Fuel Economy Cash Benefits**

Model	Variant	Model Year	Current Fuel Economy			Modified Fuel Economy			Compensation Per Month Owned/Leased <sup>2</sup>	Maximum Compensation Per Vin
			City	Hwy	Comb.	City	Hwy	Comb.		
Boxster	981 Base MT Boxster	2013	20	30	24	20	29	23	\$ 3.81	\$ 366.17
Boxster	981 Base MT Boxster	2014	20	30	24	20	29	23	\$ 3.81	\$ 366.17
Boxster	981 Base MT Boxster	2015	20	30	24	20	29	23	\$ 3.81	\$ 366.17
Boxster	981 Base MT Boxster	2016	20	30	24	20	29	23	\$ 3.81	\$ 366.17
Cayman	981 Base MT Cayman	2013	20	30	24	20	29	23	\$ 3.81	\$ 366.17
Cayman	981 Base MT Cayman	2014	20	30	24	20	29	23	\$ 3.81	\$ 366.17
Cayman	981 Base MT Cayman	2015	20	30	24	20	29	23	\$ 3.81	\$ 366.17
Cayman	981 Base MT Cayman	2016	20	30	24	20	29	23	\$ 3.81	\$ 366.17
Boxster	981 Base PDK Boxster	2013	22	32	26	20	31	24	\$ 6.75	\$ 647.83
Boxster	981 Base PDK Boxster	2014	22	32	26	20	31	24	\$ 6.75	\$ 647.83
Boxster	981 Base PDK Boxster	2015	22	32	26	20	31	24	\$ 6.75	\$ 647.83
Boxster	981 Base PDK Boxster	2016	22	32	26	20	31	24	\$ 6.75	\$ 647.83
Cayman	981 Base PDK Cayman	2013	22	32	26	20	31	24	\$ 6.75	\$ 647.83

<sup>2</sup> Class Members who held active leases as of the date of the Motion for Preliminary Approval will be entitled to compensation for the full duration of their lease. Class Members who owned their Class Vehicles as of the date of the Motion for Preliminary Approval will be entitled to compensation for the months they have owned their Class Vehicles, as well as any remaining months up to 96 months after the Class Vehicles were first sold.

Model	Variant	Model Year	Current Fuel Economy			Modified Fuel Economy			Compensation Per Month Owned/Leased <sup>2</sup>	Maximum Compensation Per Vin
			City	Hwy	Comb.	City	Hwy	Comb.		
Cayman	981 Base PDK Cayman	2014	22	32	26	20	31	24	\$ 6.75	\$ 647.83
Cayman	981 Base PDK Cayman	2015	22	32	26	20	31	24	\$ 6.75	\$ 647.83
Cayman	981 Base PDK Cayman	2016	22	32	26	20	31	24	\$ 6.75	\$ 647.83
Boxster	981 GTS PDK Boxster	2015	22	31	25	20	29	23	\$ 7.32	\$ 703.04
Boxster	981 GTS PDK Boxster	2016	22	31	25	20	29	23	\$ 7.32	\$ 703.04
Cayman	981 GTS PDK Cayman	2015	22	31	25	20	29	23	\$ 7.32	\$ 703.04
Cayman	981 GTS PDK Cayman	2016	22	31	25	20	29	23	\$ 7.32	\$ 703.04
Boxster	981 S MT Boxster	2013	20	28	23	19	27	22	\$ 4.16	\$ 399.45
Boxster	981 S MT Boxster	2014	20	28	23	19	27	22	\$ 4.16	\$ 399.45
Boxster	981 S MT Boxster	2015	20	28	23	19	27	22	\$ 4.16	\$ 399.45
Boxster	981 S MT Boxster	2016	20	28	23	19	27	22	\$ 4.16	\$ 399.45
Cayman	981 S MT Cayman	2013	20	28	23	19	27	22	\$ 4.16	\$ 399.45
Cayman	981 S MT Cayman	2014	20	28	23	19	27	22	\$ 4.16	\$ 399.45
Cayman	981 S MT Cayman	2015	20	28	23	19	27	22	\$ 4.16	\$ 399.45
Cayman	981 S MT Cayman	2016	20	28	23	19	27	22	\$ 4.16	\$ 399.45
Boxster	981 S PDK Boxster	2013	21	30	24	20	29	23	\$ 3.81	\$ 366.17

Model	Variant	Model Year	Current Fuel Economy			Modified Fuel Economy			Compensation Per Month Owned/Leased <sup>2</sup>	Maximum Compensation Per Vin
			City	Hwy	Comb.	City	Hwy	Comb.		
Boxster	981 S PDK Boxster	2014	21	30	24	20	29	23	\$ 3.81	\$ 366.17
Boxster	981 S PDK Boxster	2015	21	30	24	20	29	23	\$ 3.81	\$ 366.17
Boxster	981 S PDK Boxster	2016	21	30	24	20	29	23	\$ 3.81	\$ 366.17
Cayman	981 S PDK Cayman	2013	21	30	24	20	29	23	\$ 3.81	\$ 366.17
Cayman	981 S PDK Cayman	2014	21	30	24	20	29	23	\$ 3.81	\$ 366.17
Cayman	981 S PDK Cayman	2015	21	30	24	20	29	23	\$ 3.81	\$ 366.17
Cayman	981 S PDK Cayman	2016	21	30	24	20	29	23	\$ 3.81	\$ 366.17
Boxster	987 II Base PDK Boxster	2009	20	29	24	19	29	23	\$ 3.75	\$ 360.01
Boxster	987 II Base PDK Boxster	2010	20	29	24	19	29	23	\$ 3.75	\$ 360.01
Boxster	987 II Base PDK Boxster	2011	20	29	24	19	29	23	\$ 3.75	\$ 360.01
Boxster	987 II Base PDK Boxster	2012	20	29	24	19	29	23	\$ 3.75	\$ 360.01
Cayman	987 II Base PDK Cayman	2009	20	29	24	19	29	23	\$ 3.75	\$ 360.01
Cayman	987 II Base PDK Cayman	2010	20	29	24	19	29	23	\$ 3.75	\$ 360.01



Model	Variant	Model Year	Current Fuel Economy			Modified Fuel Economy			Compensation Per Month Owned/Leased <sup>2</sup>	Maximum Compensation Per Vin
			City	Hwy	Comb.	City	Hwy	Comb.		
Cayman	987 II Base PDK Cayman	2011	20	29	24	19	29	23	\$ 3.75	\$ 360.01
Cayman	987 II Base PDK Cayman	2012	20	29	24	19	29	23	\$ 3.75	\$ 360.01
Boxster	987 II S MT Boxster	2009	19	26	22	18	25	21	\$ 4.48	\$ 430.15
Boxster	987 II S MT Boxster	2010	19	26	22	18	25	21	\$ 4.48	\$ 430.15
Boxster	987 II S MT Boxster	2011	19	26	22	18	25	21	\$ 4.48	\$ 430.15
Boxster	987 II S MT Boxster	2012	19	26	22	18	25	21	\$ 4.48	\$ 430.15
Cayman	987 II S MT Cayman	2009	19	26	22	18	25	21	\$ 4.48	\$ 430.15
Cayman	987 II S MT Cayman	2010	19	26	22	18	25	21	\$ 4.48	\$ 430.15
Cayman	987 II S MT Cayman	2011	19	26	22	18	25	21	\$ 4.48	\$ 430.15
Cayman	987 II S MT Cayman	2012	19	26	22	18	25	21	\$ 4.48	\$ 430.15
Boxster	987 II S PDK Boxster	2009	20	29	23	18	28	21	\$ 8.57	\$ 822.89
Boxster	987 II S PDK Boxster	2010	20	29	23	18	28	21	\$ 8.57	\$ 822.89
Boxster	987 II S PDK Boxster	2011	20	29	23	18	28	21	\$ 8.57	\$ 822.89
Boxster	987 II S PDK Boxster	2012	20	29	23	18	28	21	\$ 8.57	\$ 822.89
Cayman	987 II S PDK Cayman	2009	20	29	23	18	28	21	\$ 8.57	\$ 822.89

Model	Variant	Model Year	Current Fuel Economy			Modified Fuel Economy			Compensation Per Month Owned/Leased <sup>2</sup>	Maximum Compensation Per Vin
			City	Hwy	Comb.	City	Hwy	Comb.		
Cayman	987 II S PDK Cayman	2010	20	29	23	18	28	21	\$ 8.57	\$ 822.89
Cayman	987 II S PDK Cayman	2011	20	29	23	18	28	21	\$ 8.57	\$ 822.89
Cayman	987 II S PDK Cayman	2012	20	29	23	18	28	21	\$ 8.57	\$ 822.89
Cabrio	991 I Base C2 PDK Cabrio	2012	20	28	23	19	28	22	\$ 3.77	\$ 362.35
Cabrio	991 I Base C2 PDK Cabrio	2013	20	28	23	19	28	22	\$ 3.77	\$ 362.35
Cabrio	991 I Base C2 PDK Cabrio	2014	20	28	23	19	28	22	\$ 3.77	\$ 362.35
Cabrio	991 I Base C2 PDK Cabrio	2015	20	28	23	19	28	22	\$ 3.77	\$ 362.35
Cabrio	991 I Base C2 PDK Cabrio	2016	20	28	23	19	28	22	\$ 3.77	\$ 362.35
Coupe	991 I Base C2 PDK Coupe	2012	20	28	23	19	28	22	\$ 3.77	\$ 362.35
Coupe	991 I Base C2 PDK Coupe	2013	20	28	23	19	28	22	\$ 3.77	\$ 362.35
Coupe	991 I Base C2 PDK Coupe	2014	20	28	23	19	28	22	\$ 3.77	\$ 362.35

Model	Variant	Model Year	Current Fuel Economy			Modified Fuel Economy			Compensation Per Month Owned/Leased <sup>2</sup>	Maximum Compensation Per Vin
			City	Hwy	Comb.	City	Hwy	Comb.		
Coupe	991 I Base C2 PDK Coupe	2015	20	28	23	19	28	22	\$ 3.77	\$ 362.35
Coupe	991 I Base C2 PDK Coupe	2016	20	28	23	19	28	22	\$ 3.77	\$ 362.35
Cabrio	991 I C4 Base PDK Cabrio	2013	20	27	22	19	27	22	\$ 2.60	\$ 250.00
Cabrio	991 I C4 Base PDK Cabrio	2014	20	27	22	19	27	22	\$ 2.60	\$ 250.00
Cabrio	991 I C4 Base PDK Cabrio	2015	20	27	22	19	27	22	\$ 2.60	\$ 250.00
Cabrio	991 I C4 Base PDK Cabrio	2016	20	27	22	19	27	22	\$ 2.60	\$ 250.00
Coupe	991 I C4 Base PDK Coupe	2013	20	28	23	19	28	23	\$ 2.60	\$ 250.00
Coupe	991 I C4 Base PDK Coupe	2014	20	28	23	19	28	23	\$ 2.60	\$ 250.00
Coupe	991 I C4 Base PDK Coupe	2015	20	28	23	19	28	23	\$ 2.60	\$ 250.00
Coupe	991 I C4 Base PDK Coupe	2016	20	28	23	19	28	23	\$ 2.60	\$ 250.00

Model	Variant	Model Year	Current Fuel Economy			Modified Fuel Economy			Compensation Per Month Owned/Leased <sup>2</sup>	Maximum Compensation Per Vin
			City	Hwy	Comb.	City	Hwy	Comb.		
Targa	991 I C4 Base PDK Targa	2014	19	26	21	18	27	20	\$ 4.55	\$ 436.55
Targa	991 I C4 Base PDK Targa	2015	19	26	21	18	27	20	\$ 4.55	\$ 436.55
Targa	991 I C4 Base PDK Targa	2016	19	26	21	18	27	20	\$ 4.55	\$ 436.55
Targa	991 I C4 GTS PDK Targa	2016	19	26	21	18	27	20	\$ 4.55	\$ 436.55
Cabrio	991 I C4 S PDK Cabrio	2013	19	26	21	18	27	20	\$ 4.55	\$ 436.55
Cabrio	991 I C4 S PDK Cabrio	2014	19	26	21	18	27	20	\$ 4.55	\$ 436.55
Cabrio	991 I C4 S PDK Cabrio	2015	19	26	21	18	27	20	\$ 4.55	\$ 436.55
Cabrio	991 I C4 S PDK Cabrio	2016	19	26	21	18	27	20	\$ 4.55	\$ 436.55
Coupe	991 I C4 S PDK Coupe	2013	19	26	22	18	27	21	\$ 4.13	\$ 396.86
Coupe	991 I C4 S PDK Coupe	2014	19	26	22	18	27	21	\$ 4.13	\$ 396.86
Coupe	991 I C4 S PDK Coupe	2015	19	26	22	18	27	21	\$ 4.13	\$ 396.86
Coupe	991 I C4 S PDK Coupe	2016	19	26	22	18	27	21	\$ 4.13	\$ 396.86
Targa	991 I C4 S PDK Targa	2014	19	26	21	18	27	20	\$ 4.55	\$ 436.55
Targa	991 I C4 S PDK Targa	2015	19	26	21	18	27	20	\$ 4.55	\$ 436.55

Model	Variant	Model Year	Current Fuel Economy			Modified Fuel Economy			Compensation Per Month Owned/Leased <sup>2</sup>	Maximum Compensation Per Vin
			City	Hwy	Comb.	City	Hwy	Comb.		
Targa	991 I C4 S PDK Targa	2016	19	26	21	18	27	20	\$ 4.55	\$ 436.55
Cabrio	991 I S C2 MT Cabrio	2012	19	27	22	17	26	20	\$ 8.68	\$ 833.41
Cabrio	991 I S C2 MT Cabrio	2013	19	27	22	17	26	20	\$ 8.68	\$ 833.41
Cabrio	991 I S C2 MT Cabrio	2014	19	27	22	17	26	20	\$ 8.68	\$ 833.41
Cabrio	991 I S C2 MT Cabrio	2015	19	27	22	17	26	20	\$ 8.68	\$ 833.41
Cabrio	991 I S C2 MT Cabrio	2016	19	27	22	17	26	20	\$ 8.68	\$ 833.41
Coupe	991 I S C2 MT Coupe	2012	19	26	22	17	25	20	\$ 8.68	\$ 833.41
Coupe	991 I S C2 MT Coupe	2013	19	26	22	17	25	20	\$ 8.68	\$ 833.41
Coupe	991 I S C2 MT Coupe	2014	19	26	22	17	25	20	\$ 8.68	\$ 833.41
Coupe	991 I S C2 MT Coupe	2015	19	26	22	17	25	20	\$ 8.68	\$ 833.41
Coupe	991 I S C2 MT Coupe	2016	19	26	22	17	25	20	\$ 8.68	\$ 833.41
Cabrio	997 I C2 Base AT Cabrio	2005	19	26	22	18	25	20	\$ 7.78	\$ 746.75
Cabrio	997 I C2 Base AT Cabrio	2006	19	26	22	18	25	20	\$ 7.78	\$ 746.75
Cabrio	997 I C2 Base AT Cabrio	2007	19	26	22	18	25	20	\$ 7.78	\$ 746.75

Model	Variant	Model Year	Current Fuel Economy			Modified Fuel Economy			Compensation Per Month Owned/Leased <sup>2</sup>	Maximum Compensation Per Vin
			City	Hwy	Comb.	City	Hwy	Comb.		
Cabrio	997 I C2 Base AT Cabrio	2008	18	24	20	16	23	18	\$ 9.51	\$ 912.69
Coupe	997 I C2 Base AT Coupe	2005	19	26	22	18	25	20	\$ 7.78	\$ 746.75
Coupe	997 I C2 Base AT Coupe	2006	19	26	22	18	25	20	\$ 7.78	\$ 746.75
Coupe	997 I C2 Base AT Coupe	2007	19	26	22	18	25	20	\$ 7.78	\$ 746.75
Coupe	997 I C2 Base AT Coupe	2008	18	24	20	16	23	18	\$ 9.51	\$ 912.69
Cabrio	997 I C2 Base MT Cabrio	2008	18	26	21	17	24	19	\$ 8.58	\$ 823.48
Coupe	997 I C2 Base MT Coupe	2008	18	26	21	17	24	19	\$ 8.58	\$ 823.48
Cabrio	997 I C2 S AT Cabrio	2005	18	25	21	17	25	20	\$ 4.07	\$ 391.15
Cabrio	997 I C2 S AT Cabrio	2006	18	25	21	17	25	20	\$ 4.07	\$ 391.15
Cabrio	997 I C2 S AT Cabrio	2007	18	25	21	17	25	20	\$ 4.07	\$ 391.15
Cabrio	997 I C2 S AT Cabrio	2008	17	24	20	16	23	18	\$ 9.51	\$ 912.69
Coupe	997 I C2 S AT Coupe	2005	18	25	21	17	25	20	\$ 4.07	\$ 391.15

Model	Variant	Model Year	Current Fuel Economy			Modified Fuel Economy			Compensation Per Month Owned/Leased <sup>2</sup>	Maximum Compensation Per Vin
			City	Hwy	Comb.	City	Hwy	Comb.		
Coupe	997 I C2 S AT Coupe	2006	18	25	21	17	25	20	\$ 4.07	\$ 391.15
Coupe	997 I C2 S AT Coupe	2007	18	25	21	17	25	20	\$ 4.07	\$ 391.15
Coupe	997 I C2 S AT Coupe	2008	17	24	20	16	23	18	\$ 9.51	\$ 912.69
Cabrio	997 I C2 S MT Cabrio	2005	18	26	21	18	25	21	\$ 2.60	\$ 250.00
Cabrio	997 I C2 S MT Cabrio	2006	18	26	21	18	25	21	\$ 2.60	\$ 250.00
Cabrio	997 I C2 S MT Cabrio	2007	18	26	21	18	25	21	\$ 2.60	\$ 250.00
Cabrio	997 I C2 S MT Cabrio	2008	17	25	20	16	23	19	\$ 4.50	\$ 432.33
Coupe	997 I C2 S MT Coupe	2005	18	26	21	18	25	21	\$ 2.60	\$ 250.00
Coupe	997 I C2 S MT Coupe	2006	18	26	21	18	25	21	\$ 2.60	\$ 250.00
Coupe	997 I C2 S MT Coupe	2007	18	26	21	18	25	21	\$ 2.60	\$ 250.00
Coupe	997 I C2 S MT Coupe	2008	17	25	20	16	23	19	\$ 4.50	\$ 432.33
Cabrio	997 I Turbo AT Cabrio	2007	17	25	20	16	24	19	\$ 4.50	\$ 432.33
Cabrio	997 I Turbo AT Cabrio	2008	15	23	18	14	22	17	\$ 5.59	\$ 536.88
Cabrio	997 I Turbo AT Cabrio	2009	15	23	18	14	22	17	\$ 5.59	\$ 536.88
Coupe	997 I Turbo AT Coupe	2007	17	25	20	16	24	19	\$ 4.50	\$ 432.33
Coupe	997 I Turbo AT Coupe	2008	15	23	18	14	22	17	\$ 5.59	\$ 536.88

Model	Variant	Model Year	Current Fuel Economy			Modified Fuel Economy			Compensation Per Month Owned/Leased <sup>2</sup>	Maximum Compensation Per Vin
			City	Hwy	Comb.	City	Hwy	Comb.		
Coupe	997 I Turbo AT Coupe	2009	15	23	18	14	22	17	\$ 5.59	\$ 536.88
Cabrio	997 II C2 Base PDK Cabrio	2009	19	27	22	18	26	21	\$ 3.70	\$ 355.60
Cabrio	997 II C2 Base PDK Cabrio	2010	19	27	22	18	26	21	\$ 3.70	\$ 355.60
Cabrio	997 II C2 Base PDK Cabrio	2011	19	27	22	18	26	21	\$ 3.70	\$ 355.60
Cabrio	997 II C2 Base PDK Cabrio	2012	19	27	22	18	26	21	\$ 3.70	\$ 355.60
Coupe	997 II C2 Base PDK Coupe	2009	19	27	22	18	26	21	\$ 3.70	\$ 355.60
Coupe	997 II C2 Base PDK Coupe	2010	19	27	22	18	26	21	\$ 3.70	\$ 355.60
Coupe	997 II C2 Base PDK Coupe	2011	19	27	22	18	26	21	\$ 3.70	\$ 355.60
Coupe	997 II C2 Base PDK Coupe	2012	19	27	22	18	26	21	\$ 3.70	\$ 355.60
Cabrio	997 II C2 GTS PDK Cabrio	2011	19	26	22	17	26	20	\$ 7.78	\$ 746.75
Cabrio	997 II C2 GTS PDK Cabrio	2012	19	26	22	17	26	20	\$ 7.78	\$ 746.75



Model	Variant	Model Year	Current Fuel Economy			Modified Fuel Economy			Compensation Per Month Owned/Leased <sup>2</sup>	Maximum Compensation Per Vin
			City	Hwy	Comb.	City	Hwy	Comb.		
Coupe	997 II C2 GTS PDK Coupe	2011	19	26	22	17	26	20	\$ 7.78	\$ 746.75
Coupe	997 II C2 GTS PDK Coupe	2012	19	26	22	17	26	20	\$ 7.78	\$ 746.75
Cabrio	997 II C2 S PDK Cabrio	2009	19	26	s	17	26	20	\$ 7.78	\$ 746.75
Cabrio	997 II C2 S PDK Cabrio	2010	19	26	22	17	26	20	\$ 7.78	\$ 746.75
Cabrio	997 II C2 S PDK Cabrio	2011	19	26	22	17	26	20	\$ 7.78	\$ 746.75
Cabrio	997 II C2 S PDK Cabrio	2012	19	26	22	17	26	20	\$ 7.78	\$ 746.75
Coupe	997 II C2 S PDK Coupe	2009	19	26	22	17	26	20	\$ 7.78	\$ 746.75
Coupe	997 II C2 S PDK Coupe	2010	19	26	22	17	26	20	\$ 7.78	\$ 746.75
Coupe	997 II C2 S PDK Coupe	2011	19	26	22	17	26	20	\$ 7.78	\$ 746.75
Coupe	997 II C2 S PDK Coupe	2012	19	26	22	17	26	20	\$ 7.78	\$ 746.75
Cayenne	E2 I S AT	2011	16	22	18	15	23	18	\$ 7.69	\$ 738.36

Model	Variant	Model Year	Current Fuel Economy			Modified Fuel Economy			Compensation Per Month Owned/Leased <sup>2</sup>	Maximum Compensation Per Vin
			City	Hwy	Comb.	City	Hwy	Comb.		
Cayenne	E2 I S AT	2012	16	22	18	15	23	18	\$ 7.69	\$ 738.36
Cayenne	E2 I S AT	2013	16	22	18	15	23	18	\$ 7.69	\$ 738.36
Cayenne	E2 I S AT	2014	16	22	18	15	23	18	\$ 7.69	\$ 738.36
Cayenne	E2 I Turbo AT	2012	15	22	17	15	21	17	\$ 7.03	\$ 674.43
Cayenne	E2 I Turbo AT	2013	15	22	17	15	21	17	\$ 7.03	\$ 674.43
Cayenne	E2 I Turbo AT	2014	15	22	17	15	21	17	\$ 7.03	\$ 674.43
Cayenne	E2 II S AT	2017	17	24	20	16	24	19	\$ 11.56	\$1,109.66
Cayenne	E2 II S AT	2018	17	24	20	16	24	19	\$ 11.56	\$1,109.66
Panamera	G1 I 4S PDK	2010	16	24	19	15	24	18	\$ 9.88	\$ 948.66
Panamera	G1 I 4S PDK	2011	16	24	19	15	24	18	\$ 9.88	\$ 948.66
Panamera	G1 I 4S PDK	2012	16	24	19	15	24	18	\$ 9.88	\$ 948.66
Panamera	G1 I 4S PDK	2013	16	24	19	15	24	18	\$ 9.88	\$ 948.66

# **EXHIBIT 4**

**Exhibit 4 – Other Class Vehicles**

<b>Make</b>	<b>Code</b>	<b>Carline</b>	<b>Derivative</b>	<b>Transmission</b>	<b>Model Years</b>
Porsche	982	Boxster/Cayman	Base	AT	2017-2019
Porsche	982	Boxster/Cayman	Base	MT	2017-2019
Porsche	982	Boxster/Cayman	S	AT	2017-2019
Porsche	982	Boxster/Cayman	S	MT	2017-2019
Porsche	982	Boxster/Cayman	GTS	AT	2018-2019
Porsche	982	Boxster/Cayman	GTS	MT	2018-2019
Porsche	981 I	Boxster/Cayman	GTS	MT	2015-2016
Porsche	981 I	Boxster	Spyder	MT	2016
Porsche	981 I	Cayman	GT4	MT	2016
Porsche	987 I	Boxster	Base	AT	2005-2008
Porsche	987 I	Boxster	Base	MT	2005-2008
Porsche	987 I	Cayman	Base	AT	2007-2008
Porsche	987 I	Cayman	Base	MT	2007-2008
Porsche	987 I	Boxster	S	AT	2005-2008
Porsche	987 I	Boxster	S	MT	2005-2008
Porsche	987 I	Cayman	S	AT	2006-2008
Porsche	987 I	Cayman	S	MT	2006-2008
Porsche	987 II	Boxster/Cayman	Base	MT	2009-2012
Porsche	987 II	Boxster	Spyder	AT	2011-2012
Porsche	987 II	Boxster	Spyder	MT	2011-2012
Porsche	987 II	Cayman	R	AT	2012
Porsche	987 II	Cayman	R	MT	2012
Porsche	991 I	Carrera C2 Coupe/Cabrio	Base	MT	2012-2016
Porsche	991 I	Carrera C4 Coupe/Cabrio	Base	MT	2013-2016
Porsche	991 I	Carrera C4 Coupe/Cabrio	S	MT	2013-2016
Porsche	991 I	Carrera C2 Coupe/Cabrio	S	AT	2012-2016
Porsche	991 I	Targa 4	Base	MT	2014-2016
Porsche	991 I	Targa 4	S	MT	2014-2016
Porsche	991 I	Targa 4	GTS	MT	2016
Porsche	991 I	Carrera Coupe/Cabrio	Turbo	AT	2014-2016
Porsche	991 I	Carrera Coupe/Cabrio	Turbo S	AT	2014-2016
Porsche	991 I	Carrera C2 Coupe/Cabrio	GTS	AT	2015 – 2016
Porsche	991 I	Carrera C2 Coupe/Cabrio	GTS	MT	2015 – 2016
Porsche	991 I	Carrera C4 Coupe/Cabrio	GTS	MT	2015 – 2016
Porsche	991 I	Carrera C4 Coupe/Cabrio	GTS	AT	2015 – 2016

<b>Make</b>	<b>Code</b>	<b>Carline</b>	<b>Derivative</b>	<b>Transmission</b>	<b>Model Years</b>
Porsche	991 I	911	GT3	AT	2014 – 2016
Porsche	991 I	911	GT3 RS	AT	2016
Porsche	991 I	911	R	MT	2016
Porsche	991 II	Carrera C2 Coupe/Cabrio	Base	AT	2017-2019
Porsche	991 II	Carrera C2 Coupe/Cabrio	Base	MT	2017-2019
Porsche	991 II	Carrera C4 Coupe/Cabrio	Base	AT	2017-2019
Porsche	991 II	Carrera C4 Coupe/Cabrio	Base	MT	2017-2019
Porsche	991 II	Carrera C2 Coupe/Cabrio	S	AT	2017-2019
Porsche	991 II	Carrera C2 Coupe/Cabrio	S	MT	2017-2019
Porsche	991 II	Carrera C4 Coupe/Cabrio	S	AT	2017-2019
Porsche	991 II	Carrera C4 Coupe/Cabrio	S	MT	2017-2019
Porsche	991 II	Targa	Base	AT	2017-2019
Porsche	991 II	Targa	Base	MT	2017-2019
Porsche	991 II	Targa	S	AT	2017-2019
Porsche	991 II	Targa	S	MT	2017-2019
Porsche	991 II	Targa	GTS	AT	2017-2019
Porsche	991 II	Targa	GTS	MT	2017-2019
Porsche	991 II	Carrera C2 Coupe/Cabrio	GTS	AT	2017-2019
Porsche	991 II	Carrera C2 Coupe/Cabrio	GTS	MT	2017-2019
Porsche	991 II	Carrera C4 Coupe/Cabrio	GTS	AT	2017-2019
Porsche	991 II	Carrera C4 Coupe/Cabrio	GTS	MT	2017-2019
Porsche	991 II	Carrera	T	AT	2018-2019
Porsche	991 II	Carrera	T	MT	2018-2019
Porsche	991 II	Carrera Coupe/Cabrio	Turbo	AT	2017-2019
Porsche	991 II	Carrera Coupe/Cabrio	Turbo S	AT	2017-2019
Porsche	991 II	911	GT3	AT	2018
Porsche	991 II	911	GT3	MT	2018
Porsche	991 II	911	GT2 RS	AT	2018
Porsche	997 I	Carrera C2 Coupe/Cabrio	Base	MT	2005-2007
Porsche	997 I	Carrera C4 Coupe/Cabrio	Base	AT	2006-2008
Porsche	997 I	Carrera C4 Coupe/Cabrio	Base	MT	2006-2008
Porsche	997 I	Carrera C4 Coupe/Cabrio	S	AT	2006-2008
Porsche	997 I	Carrera C4 Coupe/Cabrio	S	MT	2006-2008
Porsche	997 I	Targa	Base	AT	2007-2008
Porsche	997 I	Targa	Base	MT	2007-2008
Porsche	997 I	Targa	S	AT	2007-2008

<b>Make</b>	<b>Code</b>	<b>Carline</b>	<b>Derivative</b>	<b>Transmission</b>	<b>Model Years</b>
Porsche	997 I	Targa	S	MT	2007-2008
Porsche	997 I	911 Coupe	Turbo	MT	2007-2009
Porsche	997 I	911 Cabrio	Turbo	MT	2008-2009
Porsche	997 I	911	GT3	MT	2007-2008
Porsche	997 I	911	GT3 RS	MT	2007-2008
Porsche	997 I	911	GT2	MT	2008-2009
Porsche	997 II	Carrera C2 Coupe/Cabrio	Base	MT	2009-2012
Porsche	997 II	Carrera C4 Coupe/Cabrio	Base	AT	2009-2012
Porsche	997 II	Carrera C4 Coupe/Cabrio	Base	MT	2009-2012
Porsche	997 II	Carrera C2 Coupe/Cabrio	S	MT	2009-2012
Porsche	997 II	Carrera C4 Coupe/Cabrio	S	AT	2009-2012
Porsche	997 II	Carrera C4 Coupe/Cabrio	S	MT	2009-2012
Porsche	997 II	Targa	Base	AT	2009-2012
Porsche	997 II	Targa	Base	MT	2009-2012
Porsche	997 II	Targa	S	AT	2009-2012
Porsche	997 II	Targa	S	MT	2009-2012
Porsche	997 II	911 C2 Coupe/Cabrio	GTS	MT	2011-2012
Porsche	997 II	911 C4 Coupe/Cabrio	GTS	AT	2012
Porsche	997 II	911 C4 Coupe/Cabrio	GTS	MT	2012
Porsche	997 II	911	Speedster	AT	2011
Porsche	997 II	911 Coupe/Cabrio	Turbo	AT	2010-2013
Porsche	997 II	911 Coupe/Cabrio	Turbo	MT	2010-2013
Porsche	997 II	911 Coupe/Cabrio	Turbo S	AT	2011-2013
Porsche	997 II	911	GT3	MT	2010-2011
Porsche	997 II	911	GT3 RS	MT	2010-2011
Porsche	E1 I	Cayenne	Base	AT	2005-2006
Porsche	E1 I	Cayenne	Base	MT	2005-2006
Porsche	E1 I	Cayenne	S	AT	2005-2006
Porsche	E1 I	Cayenne	Turbo	AT	2005-2006
Porsche	E1 I	Cayenne	Turbo S	AT	2006
Porsche	E1 II	Cayenne	Base	MT	2008-2010
Porsche	E1 II	Cayenne	Base	AT	2008-2010
Porsche	E1 II	Cayenne	S	AT	2008-2010
Porsche	E1 II	Cayenne	GTS	AT	2008-2010
Porsche	E1 II	Cayenne	GTS	MT	2008-2010
Porsche	E1 II	Cayenne	Turbo	AT	2008-2010

<b>Make</b>	<b>Code</b>	<b>Carline</b>	<b>Derivative</b>	<b>Transmission</b>	<b>Model Years</b>
Porsche	E1 II	Cayenne	Turbo S	AT	2009-2010
Porsche	E2 I	Cayenne	Base	AT	2011-2014
Porsche	E2 I	Cayenne	Base	MT	2011-2014
Porsche	E2 I	Cayenne	GTS	AT	2013-2014
Porsche	E2 I	Cayenne	Turbo S	AT	2014
Porsche	E2 I	Cayenne	Turbo	AT	2011
Porsche	E2 II	Cayenne	Base	AT	2016-2018
Porsche	E2 II	Cayenne	S	AT	2015-2016
Porsche	E2 II	Cayenne	Turbo	AT	2015-2018
Porsche	E2 II	Cayenne	Turbo S	AT	2016-2018
Porsche	E2 II	Cayenne	GTS	AT	2016-2018
Porsche	G1 I	Panamera	Base	AT	2011-2013
Porsche	G1 I	Panamera 4	Base	AT	2011-2013
Porsche	G1 I	Panamera	S	AT	2010-2013
Porsche	G1 I	Panamera	GTS	AT	2013
Porsche	G1 I	Panamera	Turbo	AT	2010-2013
Porsche	G1 I	Panamera	Turbo S	AT	2012-2013
Porsche	G1 II	Panamera	Base	AT	2014-2016
Porsche	G1 II	Panamera 4	Base	AT	2014-2016
Porsche	G1 II	Panamera	S	AT	2014-2016
Porsche	G1 II	Panamera 4	S	AT	2014-2016
Porsche	G1 II	Panamera 4	Turbo	AT	2014-2016
Porsche	G1 II	Panamera 4	Turbo S	AT	2014-2016
Porsche	G1 II	Panamera 4	GTS	AT	2014-2016
Porsche	G2 I	Panamera	Base	AT	2017-2018
Porsche	G2 I	Panamera 4	Base	AT	2017-2018
Porsche	G2 I	Panamera 4	S	AT	2017-2018
Porsche	G2 I	Panamera 4	Turbo	AT	2017-2020
Porsche	G2 I	Panamera 4	Turbo ST	AT	2018-2020
Porsche	Macan	Macan	Base	AT	2017-2018
Porsche	Macan	Macan	S	AT	2015-2018
Porsche	Macan	Macan	GTS	AT	2017-2018
Porsche	Macan	Macan	Turbo	AT	2015-2018

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9 *[additional Counsel listed on signature page]*

10 UNITED STATES DISTRICT COURT  
11 NORTHERN DISTRICT OF CALIFORNIA  
12 SAN FRANCISCO DIVISION

13 IN RE: VOLKSWAGEN "CLEAN  
14 DIESEL" MARKETING, SALES  
15 PRACTICES, AND PRODUCTS  
16 LIABILITY LITIGATION

MDL No. 2672 CRB (JSC)

The Honorable Charles R. Breyer

16 This Document Relates to:  
17 Porsche Gasoline Litigation

**DECLARATION OF DAVID S.  
STELLINGS IN SUPPORT OF  
PLAINTIFFS' MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT AND  
DIRECTION OF NOTICE UNDER FED. R.  
CIV. P. 23(E)**



1 I, DAVID S. STELLINGS, declare:

2 1. I am counsel of record for the Plaintiffs in these proceedings, and serve, pursuant to  
3 Pretrial Order No. 7: Order Appointing Plaintiffs' Lead Counsel, Plaintiffs' Steering Committee  
4 and Government Coordinating Counsel (Dkt. 1084), as a member of Lead Counsel for the  
5 consumer and dealer Plaintiffs in the actions consolidated in *In Re: Volkswagen "Clean Diesel"*  
6 *Marketing, Sales Practices, And Products Liability Litigation*. I respectfully submit this  
7 Declaration in support of the Motion for Preliminary Approval of Class Settlement and Direction of  
8 Notice Under Fed. R. Civ. P. 23(e). I have personal knowledge of the facts set forth herein and, if  
9 called as a witness, I could and would testify competently to them.

10 **Litigation and Settlement History for the Porsche Gasoline Litigation**

11 2. Beginning in August 2020—following revelations that a whistleblower at Porsche  
12 reported at least one suspected defeat device in certain gasoline vehicles through an internal  
13 reporting system, prompting Porsche to report these findings the KBA and the EPA—consumers  
14 filed a number of class action lawsuits in federal courts across the country. The actions were  
15 consolidated before this Court in the pending MDL, *In re: Volkswagen "Clean Diesel" Marketing,*  
16 *Sales Practices, and Products Liability Litigation*, MDL No. 2672 CRB (JSC), and ultimately  
17 styled as the "Porsche Gasoline Litigation."

18 3. Immediately following these news reports, Plaintiffs commenced a rigorous,  
19 time-consuming, and expensive independent technical investigation of the underlying factual  
20 allegations of emissions and fuel economy test manipulation for Porsche gasoline vehicles. That  
21 investigation included, among other things, thorough expert testing of implicated gasoline-powered  
22 Porsche vehicles to measure and compare their emissions and fuel economy under laboratory and  
23 on-road driving conditions. Plaintiffs worked with their experts for many months to test several  
24 Porsche vehicles under approved federal vehicle testing procedures. Plaintiffs' experts also  
25 conducted on-road emissions testing and data collection using portable emissions measurement  
26 systems on several vehicles. Plaintiffs also analyzed and translated the German-language press  
27 reporting regarding the alleged fraud in Porsche vehicles.  
28

1           4.       This investigation and analysis informed Plaintiffs' 417-page Consolidated Class  
2 Action Complaint for the Porsche Gasoline Litigation, which they set to work drafting immediately  
3 after this Court ordered them to do so (Dkt. 7756). In that Consolidated Class Action Complaint,  
4 Plaintiffs alleged detailed claims under the Magnusson-Moss Warranty Act, common law fraud,  
5 and the consumer protection and warranty laws of all 50 states (*see* Dkt. 7803).

6           5.       Investigating and prosecuting this complex litigation required significant work,  
7 effort, and expense over the course of nearly nineteen months. The Parties conducted substantial,  
8 technical discovery in this case, facilitated by early negotiation of comprehensive expert,  
9 deposition, preservation, confidentiality, and Electronically Stored Information (ESI) protocols in  
10 the MDL. As a result, a significant number of documents were produced to and reviewed by  
11 members of the Court-appointed Plaintiff Steering Committee, including millions of pages of  
12 documents that had been produced as part of the broader MDL proceedings. Defendants also  
13 provided approximately 500,000 technical German-language documents that relate to the design,  
14 development, and testing of the Class Vehicles in this case, which they made available to Plaintiffs  
15 in Germany, and produced over twelve thousand additional pages of documents specific to certain  
16 issues unique to the Porsche Gasoline litigation, including technical presentations and data that  
17 Porsche provided to the regulators. All told, the review of many millions of pages of relevant  
18 documents informed Plaintiffs' understanding and evaluation of the strengths and weaknesses of  
19 their case throughout the course of this litigation and settlement.

20           6.       In the midst of this extensive discovery, the Parties litigated the Defendants' motion  
21 to dismiss the Consolidated Complaint, which resulted in approximately 200 pages of exhaustive  
22 briefing. *See* Dkts. 7862 (Motion), 7884 (Opposition), 7901 (Reply).

23           7.       In November 2021, however, with a hearing on Defendants' motions to dismiss then  
24 set for December 10, 2021, the Parties agreed to commence settlement negotiations in earnest.  
25 Dkts. 7904, 7905. Settlement discussions endured for seven months thereafter, ultimately resulting  
26 in the proposed Settlement now before the Court. Meanwhile, Plaintiffs continued to investigate the  
27 strengths and weaknesses of their case through the robust discovery efforts described above.  
28

1           8.       The Parties held numerous in-person settlement negotiation sessions in locations  
2 including New York City, Stuttgart, Germany, and Weissach, Germany. The Parties ensured that  
3 many of those sessions included in-house counsel, high-level engineers, and experts to further the  
4 negotiations in an efficient and meaningful way. The Parties supplemented these in-person  
5 meetings with dozens of zoom telephone conferences and exchanges of information.

6           9.       In support of both the litigation and settlement efforts, Plaintiffs' counsel retained  
7 technical experts to conduct testing on multiple Porsche gasoline vehicles from a range of model  
8 years under approved federal vehicle testing procedures. This testing regime enabled Plaintiffs to  
9 measure and compare, among other things, the vehicles' emissions and fuel economy results to  
10 those represented when the vehicles were originally certified, and whether driving Sport+ mode  
11 caused the vehicles to exceed relevant emissions limitations.

12          10.       In response to regulatory inquiries and this litigation, Defendants also undertook  
13 their own comprehensive testing and analysis of the emissions and fuel economy of the  
14 gasoline-powered Porsche vehicles. Plaintiffs' counsel and their experts reviewed Defendants'  
15 testing data, discussed the testing methodology with Defendants and their engineers at length, and  
16 observed some of the testing in person. In October 2021, Plaintiffs and their experts traveled to  
17 Porsche's facilities in Weissach, Germany to observe Porsche's fuel economy and emissions  
18 testing for the Class Vehicles and to assess first-hand the Emissions Compliant Repair that Porsche  
19 developed (and the regulators approved) for Sport+ Class Vehicles. During that trip, Plaintiffs'  
20 counsel met with several high-level engineers and other personnel responsible for investigating the  
21 alleged testing manipulation in the Class Vehicles. Plaintiffs continued that discussion in March  
22 2022 at Porsche's headquarters in Stuttgart, Germany. There, Plaintiffs further evaluated Porsche's  
23 testing, reviewed updated test results, and held further discussions with Porsche's engineers and  
24 attorneys.

25          11.       As can be attested by the duration and frequency of the settlement talks, the  
26 thoroughness of the information exchanged (both before and after the Settlement was reached), and  
27 the excellent compensation secured for the class, the negotiations were conducted at arm's-length.  
28



1 software update to bring them into compliance with the relevant regulatory limits. Class members  
2 with a Sport+ vehicle will automatically receive a \$250 cash payment upon completion of the  
3 repair, without having to submit any further claim for compensation. This is a significant payment  
4 that will incentivize Class members to bring their Class Vehicle to a Porsche dealership for a repair,  
5 and compensate them for their time and inconvenience in doing so.

6 16. Finally, Class members with “Other Class Vehicles” for which emissions or fuel  
7 economy deviations were not identified through the parties’ extensive investigation and testing  
8 efforts—but which could conceivably have experienced a discrepancy given the timing and  
9 circumstances of their development and manufacture—will also be offered meaningful cash  
10 payments of up to \$200 per vehicle, depending on the overall settlement claims rate.

11 17. If there are any funds remaining in the Settlement Value after all valid, complete,  
12 and timely Claims are paid, the parties anticipate a redistribution of the remaining funds to Class  
13 members unless and until it is economically infeasible to do so. *See Settlement Agreement* ¶ 4.4.  
14 Finally, after a redistribution, and subject to Court approval, any final balance will be directed cy  
15 pres to environmental remediation efforts. *Id.* This ensures that all of the money secured by the  
16 Settlement will inure to the benefit of the Class and the interests advanced in this litigation.

17 18. Furthermore, I expect that a substantial percentage of the Class will complete the  
18 relatively streamlined claims process to collect their Settlement payments. For example, a recent  
19 settlement that were previously negotiated by Class Counsel in this MDL—the Audi CO<sub>2</sub>  
20 settlement (Dkt. 7244)—reached a participation rate of over 20%. Three other settlements  
21 previously negotiated by Class Counsel in this MDL—the 2.0-liter settlement (Dkt. 1685), the  
22 3.0-liter settlement (Dkt. 2891), and the Bosch settlement (Dkt. 2918)—have reached participation  
23 rates of over 70%. As requested in the Procedural Guidance, an “easy-to-read” chart containing  
24 relevant information related to the “past comparable settlements” referenced above is attached as  
25 **Attachment 1** to this Declaration.

26 **Selection of Notice Provider and Settlement Claims Administrator**

27 19. In preparation for filing for preliminary approval of the proposed settlement and  
28 direction of notice to the proposed class, Class Counsel solicited bids from six well-known and

1 experienced notice and settlement administration vendors, and received detailed and competitive  
2 bids from each vendor. After reviewing these proposals and engaging in multiple rounds of  
3 discussions with the providers, the Parties selected JND Legal Administration (“JND”) to serve as  
4 the Settlement Claims and Notice Administrator.

5 20. JND has considerable experience and success designing and executing class notice  
6 programs in complex class actions in this District and around the country. Along with the Parties,  
7 they have designed a notice program in this case that is designed to be the best notice practicable  
8 and that complies with due process, Rule 23, and this District’s Procedural Guidance for Class  
9 Action Settlements.

10 21. To the best of my knowledge, Lead Counsel has engaged JND as the settlement  
11 claims and/or notice provider in approximately 8 cases over the last two years, but has also worked  
12 with numerous other providers over this time period.

13 **The Proposed Settlement Class Representatives**

14 22. The Settlement Class Representatives are actively engaged. Each reviewed and  
15 approved the Amended Consolidated Class Action Complaint. Each of them has also worked with  
16 counsel to evaluate the terms of the proposed Settlement Agreement, and has endorsed the  
17 Settlement’s terms. The Representatives have each expressed their continued willingness to  
18 protect the Class until the Settlement is approved and its administration completed.

19 23. Settlement Class Counsel will also apply for modest service awards of up to \$250  
20 for each of the 33 named Plaintiffs, to compensate them for their efforts and commitment in  
21 prosecuting this case on behalf of the Settlement Class. Any attorneys’ fees, expenses, and service  
22 awards granted by the Court will be paid from the Settlement Fund. *Settlement Agreement* ¶ 16.2.

23 **Hours, Lodestar, and Costs Incurred in Furtherance of the Litigation**

24 24. Pursuant to PTO 11, each PSC firm, as well as other Participating Counsel  
25 authorized by Lead Counsel to perform common benefit work, submitted monthly time and  
26 expense reports to Lead Counsel. Attorneys and staff working at my direction and under my  
27 supervision collected these common benefit submissions and have maintained a database of all  
28 submitted time and expenses.





1           30. For the foregoing reasons, and those outlined in Plaintiffs' currently-filed Motion,  
2 Plaintiffs respectfully request that the Court: (1) determine under Rule 23(e)(1) that it is likely to  
3 approve the Settlement and certify the Settlement Class; (2) direct notice to the Class through the  
4 proposed notice program; (3) appoint Lead Plaintiffs' Counsel as Interim Settlement Class  
5 Counsel; and (4) schedule the final approval hearing under Rule 23(e)(2).

6           I declare under penalty of perjury that the forgoing is true and correct. Executed in New  
7 York, New York, this 15<sup>th</sup> day of June 2022.

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**ATTACHMENT 1****to Declaration of David Stellings in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement and Direction of Notice Under Fed. R. Civ. P. 23(e)**

Case	Settlement Fund	Potential Class Members	% of Class Receiving Notice	Status	Claim forms Approved and/or Cashed Settlement Checks		Average Per Claimant	Cy Pres Distribution	Attorneys' Fees & Costs
					Total	% of Class			
Volkswagen "Clean Diesel" 2-liter Settlement*	\$10.033 billion (fees/costs paid separately)	~490,000	>90%	Claims Program Closed.	467,740	95.45%	\$18,063.22	NA	\$175 million
Volkswagen "Clean Diesel" 3-liter Settlement**	\$1.2 billion (fees/costs paid separately)	~89,000	>90%	Claims Program Closed.	68,309	76.75%	\$15,514.44	NA	\$125 million
Volkswagen "Clean Diesel" Bosch Settlement***	\$327.5 million (fees/costs paid from common fund)	~579,000	"Virtually all" class members	Claims Program Closed.	535,075	92.41%	\$518.58	NA	\$52 million
Volkswagen "Audi CO2" Settlement (N.D. Cal.)****	\$96.5 million (fees/costs paid separately)	~168,831	"Virtually all" class members	Claims Program Closed.	34,082	20.19%	\$711.28	Yes, <i>see</i> Dkt. 7961; 7952-2	\$13 million

\* Based on data collected as of December 26, 2018.

\*\* Based on data collected as of June 16, 2020.

\*\*\* Based on data collected as of June 3, 2022.

\*\*\*\*Based on data collected as of September 28, 2021.

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*Counsel for Defendants*

*[Additional counsel on signature page]*

12 **UNITED STATES DISTRICT COURT**  
13 **NORTHERN DISTRICT OF CALIFORNIA**  
14 **SAN FRANCISCO DIVISION**

16 IN RE: VOLKSWAGEN “CLEAN DIESEL”  
17 MARKETING, SALES PRACTICES AND  
PRODUCTS LIABILITY LITIGATION

MDL 2672 CRB (JSC)

**DECLARATION OF JENNIFER  
KEOUGH ON SETTLEMENT NOTICE  
PLAN**

18 This Documents Relates to:

19 Porsche Gasoline Litigation (ECF No. 7803)

The Honorable Charles R. Breyer




1 I, Jennifer Keough, hereby declare and state as follows:

2 1. I am the CEO, President and Co-Founder of JND Legal Administration LLC  
3 (“JND”). I have more than 20 years of experience creating and supervising notice and claims  
4 administration programs and have personally overseen well over 1,000 matters. A comprehensive  
5 description of my experience is attached as Exhibit A.

6 2. JND is a leading legal administration services provider with headquarters located in  
7 Seattle, Washington, and multiple offices throughout the United States. JND has extensive  
8 experience with all aspects of legal administration and has administered hundreds of class action  
9 matters.

10 3. I submit this Declaration regarding the Parties’ proposed program for providing notice  
11 to Class Members (the “Notice Plan”) of a settlement reached in *In Re: Volkswagen “Clean Diesel”*  
12 *Marketing, Sales Practices and Products Liability Litigation*, Porsche Gasoline Cases, MDL 2672  
13 CRB (JSC), and to address why it is consistent with other best practicable court-approved notice  
14 programs and the requirements of Rule 23 of the Federal Rules of Civil Procedure (“Rule 23”), the  
15 Northern District of California’s Procedural Guidance for Class Action Settlements, the Due  
16 Process Clause of the United States Constitution, and the Federal Judicial Center (“FJC”) guidelines  
17 for best practicable due process notice.

18 **BACKGROUND EXPERIENCE**

19 4. JND’s class action division provides all services necessary for the effective  
20 administration of class actions including: (1) all facets of legal notice, such as outbound mailing,  
21 email notification, and the design and implementation of media programs, including through digital  
22 and social media platforms; (2) website design and deployment, including on-line claim filing  
23 capabilities; (3) call center and other contact support; (4) secure class member data management;  
24 (5) paper and electronic claims processing; (6) calculation design and programming; (7) payment  
25 disbursements through check, wire, PayPal, merchandise credits, and other means; (8) qualified  
26 settlement fund tax reporting; (9) banking services and reporting; and (10) all other functions  
27 ted to the secure and accurate administration of class actions.

28

1           5.       JND is an approved vendor for the United States Securities and Exchange  
2 Commission (“SEC”) as well as for the Federal Trade Commission (“FTC”) and we have worked  
3 with a number of other government agencies including: the U.S. Equal Employment Opportunity  
4 Commission (“EEOC”), the Office of the Comptroller of the Currency (“OCC”), the Consumer  
5 Financial Protection Bureau (“CFPB”), the Federal Deposit Insurance Corporation (“FDIC”), the  
6 Federal Communications Commission (“FCC”), the Department of Justice (“DOJ”), and the  
7 Department of Labor (“DOL”). We also have Master Services Agreements with various  
8 corporations, banks, and other government agencies, which were only awarded after JND  
9 underwent rigorous reviews of our systems, privacy policies, and procedures. JND has also been  
10 certified as SOC 2 compliant by noted accounting firm Moss Adams.<sup>1</sup> Finally, JND has been  
11 recognized by various publications, including the *National Law Journal*, the *Legal Times* and the  
12 *New York Law Journal*, for excellence in class action administration.

13           6.       The principals of JND, including me, collectively have over 80 years of experience  
14 in class action legal and administrative fields. We have personally overseen the administration of  
15 some of the most complex administration programs in the country and regularly prepare and  
16 implement court-approved notice campaigns throughout the United States. For example, my team  
17 and I handled all aspects of mailed notice, website activities, call center operations, claim intake,  
18 scanning and data entry, and check distribution for the \$20 billion Gulf Coast Claims Facility. In  
19 the \$10+ billion BP Deepwater Horizon Settlement, I worked directly for Patrick Juneau, the Court-  
20 appointed claims administrator, in overseeing all inbound and outbound mail activities, all call  
21 center operations, all claim intake, scanning and data entry and all check distributions for the  
22 program. I also oversaw the entire administration process in the \$3.4 billion Cobell Settlement.

23           7.       JND was appointed as the notice and claims administrator in the landmark \$2.67  
24 billion Blue Cross Blue Shield antitrust settlement in which we mailed over 100 million postcard  
25 notices; sent hundreds of millions of email notices and reminders; placed notice via print, television,  
26 radio, internet; staffed the call center with 250 agents during the peak of the notice program; and



27 \_\_\_\_\_  
28 <sup>1</sup> As a SOC 2 Compliant organization, JND has passed an audit under AICPA criteria for providing data security.

1 received and processed more than eight million claims. We also handled the settlement  
2 administration of the \$1.3 billion Equifax Data Breach Settlement, the largest class action ever in  
3 terms of the number of claims received (over 18 million); a voluntary remediation program in  
4 Canada on behalf of over 30 million people; the \$1.5 billion Mercedes-Benz Emissions settlements;  
5 the \$120 million GM Ignition class action economic settlement, where we sent notice to nearly 30  
6 million class members, and the \$215 million USC Student Health Center Settlement on behalf of  
7 women who were sexually abused by a doctor at USC, as well as hundreds of other matters.

8 8. In addition to the above, JND also handled notice and claims administration tasks  
9 for the following motor vehicle cases: *Amin v. Mercedes-Benz USA, LLC*, No. 17-cv-01701- AT  
10 (N.D. Ga.); *In re MyFord Touch Consumer Litig.*, No. 13-cv-3072 (EMC) (N.D. Cal.); *In re*  
11 *Navistar MaxxForce Engines Mktg., Sales Practices and Prods. Liab. Litig.*, No. 14-cv-10318  
12 (N.D. Ill.); *Khona v. Subaru of Am., Inc.*, No. 19-cv-09323-RMB-AMD (D.N.J.), *Kommer v. Ford*  
13 *Motor Co.*, No. 17-cv-296 (N.D.N.Y.), *Patrick v. Volkswagen Grp. of Am., Inc.*, No. 19-cv-01908-  
14 MCS-ADS (C.D. Cal.), *Pinon v. Mercedes-Benz USA, LLC and Daimler AG*, No. 18-cv-3984 (N.D.  
15 Ga.), *Udeen v. Subaru of America, Inc.*, No. 18-cv-17334- RBK-JS (D.N.J.), as well as others.

16 9. Our notice campaigns are regularly approved by courts throughout the United  
17 States.

18 10. JND's Legal Notice Team, which operates under my direct supervision, researches,  
19 designs, develops, and implements a wide array of legal notice programs to meet the requirements  
20 of Rule 23 and relevant state court rules. In addition to providing notice directly to potential class  
21 members through direct mail and email, our media campaigns have used a variety of media  
22 including newspapers, press releases, magazines, trade journals, radio, television, social media and  
23 the internet depending on the circumstances and allegations of the case, the demographics of the  
24 class, and the habits of its members, as reported by various research and analytics tools. During my  
25 career, I have submitted several hundred affidavits to courts throughout the country attesting to our  
26 role in the creation and launch of various media programs.



28

**CASE BACKGROUND**

11. I have been asked by the Parties to prepare a Notice Plan to reach members of the Class and inform them about the Settlement and their rights and options.

12. The Settlement resolves claims that certain gasoline-powered, model year 2005-2020 Porsche vehicles sold or leased in the United States that may produce excess emissions and/or may obtain worse fuel economy on the road than in testing conditions. The affected Class Vehicles include all Fuel Economy Class Vehicles, all Sport+ Class Vehicles, and all Other Class Vehicles, as those terms are defined in the Settlement Agreement. The nationwide Class includes all persons (including individuals and entities) who own, owned, lease, or leased a Class Vehicle, as defined in the Settlement Agreement. Those terms and definitions are incorporated herein by reference.

**NOTICE PLAN OVERVIEW**

13. The objective of the proposed Notice Plan is to provide the best notice practicable under the circumstances of this case, consistent with the methods and tools employed in other court-approved notice programs. The proposed Notice Program includes the following components, as further described in the sections below:

A. Notice pursuant to the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715(b) (“CAFA”) to appropriate state and federal officials;

B. Email notice to all Class Members for whom a valid email address is obtained;

C. Direct mail notice to all known Class Members for whom an email notice bounces back undeliverable or for whom an email address is not obtained;

D. Reminder notices via email and mail during the claims period;

E. Supplemental digital notice placed through the leading digital network (Google Display Network – “GDN”) and popular Porsche forums and related sites;

F. An internet search campaign;

G. The Settlement Website through which the Long Form Notice, attached as Exhibit B, will be posted and the Claim Form, attached as Exhibit C, may be submitted electronically or printed and mailed; and



1 H. The Settlement toll-free number, post office box, and email address through  
2 which Class Members may obtain more information about the Settlement and request that  
3 the Long Form Notice and/or Claim Form be sent to them.

4 14. The direct notice effort alone is expected to reach the vast majority of Class  
5 Members. Based on my experience in developing and implementing class notice programs, I  
6 believe the proposed Notice Plan will provide the best notice practicable under the circumstances.

7 **CAFA NOTICE**


8 15. JND will provide notice of the proposed Class Action Settlement under CAFA no  
9 later than 10 days after the proposed Settlement is filed with the Court. JND will provide such  
10 notice to the appropriate state and federal government officials.

11 **DIRECT NOTICE EFFORT**

12 16. An adequate notice plan needs to satisfy “due process” when reaching a class. The  
13 United States Supreme Court, in *Eisen v. Carlisle & Jacqueline*, 417 U.S. 156 (1974), stated that  
14 direct notice (when possible) is the preferred method for reaching a class. In addition, Rule 23(c)(2)  
15 of the Federal Rules of Civil Procedure provides that “the court must direct to class members the  
16 best notice that is practicable under the circumstances, including individual notice to all members  
17 who can be identified through reasonable effort. The notice may be by one or more of the following:  
18 United States mail, electronic means, or other appropriate means.”

19 17. JND will send an Email Notice, attached as Exhibit D to all Class Members for  
20 whom an email address is obtained. JND will mail a Short Form Notice, attached as Exhibit E, to  
21 all known Class Members for whom an Email Notice bounces back undeliverable or for whom an  
22 email address is not obtained.

23 18. Defendants will provide a list of eligible Vehicle Identification Numbers (“VINs”) to  
24 JND. JND will use the VINS to work with third party data aggregation services to acquire potential  
25 Class Members’ contact information from the Departments of Motor Vehicles (“DMVs”) for all current  
26 and previous owners and lessees of the Class Vehicles. The contact information gained using this process

27  considered particularly reliable because owners and lessees must maintain accurate and up-to-date  
28 contact information in order to pay vehicle registration fees and keep driver licenses and voter

1 registrations current. I understand that Defendants also maintain physical addresses and email  
2 addresses for a significant number of potential Class Members, which they will provide to JND.  
3 JND will also receive Class Vehicle registration information, including, but not limited to, registration  
4 date, year, make, and model of the vehicle. After receiving the contact and VIN information from the  
5 DMVs, JND will promptly load the information into a case-specific database for the Settlement. JND  
6 will review the data provided in order to identify any undeliverable addresses and duplicate records. A  
7 unique identification number (“Unique ID”) will be assigned to each Class Member to identify them  
8 throughout the administration process. JND employs appropriate administrative, technical and  
9 physical controls designed to ensure the confidentiality and protection of Class Member data, as  
10 well as to reduce the risk of loss, misuse, or unauthorized access, disclosure or modification of  
11 Class Member data.

12 19. JND will conduct a sophisticated email append process to obtain email addresses  
13 for all potential Class Members. Prior to emailing the Notice, JND will evaluate the email for  
14 potential spam language to improve deliverability. This process includes running the email through  
15 spam testing software, DKIM<sup>2</sup> for sender identification and authorization, and hostname  
16 evaluation. Additionally, we will check the send domain against the 25 most common IPv4  
17 blacklists.<sup>3</sup>

18 20. JND uses industry-leading email solutions to achieve the most efficient email  
19 notification campaigns. Our Data Team is staffed with email experts and software solution teams  
20 to conform each notice program to the particulars of the case. JND provides individualized support  
21 during the program and manages our sender reputation with the Internet Service Providers (“ISPs”).  
22 For each of our programs, we analyze the program’s data and monitor the ongoing effectiveness of  
23 the notification campaign, adjusting the campaign as needed. These actions ensure the highest  
24 possible deliverability of the email campaign so that more potential Class Members receive notice.

25  
26 \_\_\_\_\_  
27 <sup>2</sup> DomainKeys Identified Mail, or DKIM, is a technical standard that helps protect email senders  
28 and recipients from spam, spoofing, and phishing.

<sup>3</sup> IPv4 address blacklisting is a common practice. To ensure that the addresses being used are not  
blacklisted, a verification is performed against well-known IP blacklist databases. A blacklisted  
address affects the reputation of a company and could cause an acquired IP addresses to be blocked.



1           21. For each email campaign, including this one, JND will utilize a verification program  
2 to eliminate invalid email and spam traps that would otherwise negatively impact deliverability.  
3 We will then clean the list of email addresses for formatting and incomplete addresses to further  
4 identify all invalid email addresses.


5           22. To ensure readability of the email, our team will review and format the body content  
6 into a structure that is applicable to all email platforms, allowing the email to pass easily to the  
7 recipient. Before launching the email campaign, we will send a test email to multiple ISPs and open  
8 and test the email on multiple devices (iPhones, Android phones, desktop computers, tablets, etc.)  
9 to ensure the email opens as expected.

10           23. Additionally, JND will include an “unsubscribe” link at the bottom of the email to  
11 allow Class Members to opt out of any additional email notices from JND. This step is essential to  
12 maintain JND’s good reputation among the ISPs and reduce complaints relating to the email  
13 campaign.

14           24. Emails that are returned to JND are generally characterized as either “Soft Bounces”  
15 or “Hard Bounces.” Hard Bounces are when the ISP rejects the email due to a permanent reason  
16 such as the email account is no longer active. Soft Bounces are when the email is rejected for  
17 temporary reasons, such as the recipient’s email address inbox is full.

18           25. When an email is returned due to a soft bounce, JND attempts to re-email the email  
19 notice up to three additional times in an attempt to secure deliverability. The email is considered  
20 undeliverable if it is a Hard Bounce or a Soft Bounce that is returned after a third resend.

21           26. Prior to mailing notice, JND staff will perform advanced address research using skip  
22 trace databases and the United States Postal Service (“USPS”) National Change of Address  
23 (“NCOA”) database<sup>4</sup> to update addresses. JND will track all notices returned undeliverable by the  
24 USPS and will promptly re-mail notices that are returned with a forwarding address. In addition,  
25 JND will take reasonable efforts to research and determine if it is possible to reach a Class Member  
26 for whom a notice is returned without a forwarding address, either by mailing to a more recent

27  \_\_\_\_\_  
28 The NCOA database is the official USPS technology product which makes changes of address  
information available to mailers to help reduce undeliverable mail pieces before mail enters the  
mail stream.

1 mailing address or using available skip-tracing tools to identify a new mailing address and/or an  
2 email address by which the potential Class Member may be reached, if an email already has not  
3 been sent.

4 27. It is our understanding that the direct notice effort alone will reach virtually all Class  
5 Members.

6 **REMINDER NOTICE**

7 28. Reminder notices will be sent to identified Class Members that have not submitted  
8 a claim, opted out of the Class, or have not unsubscribed from the email campaign. JND will confer  
9 with the parties regarding the necessity and specific timing of any reminder notices, to avoid  
10 logistical difficulties and to optimize effectiveness. The content of the reminder notice will be  
11 materially the same as the initial direct notice, but will include a reminder to the Class Member that  
12 they have not yet filed a claim and need to do so in order to receive a payment pursuant to the  
13 Settlement. The language will also be adjusted to remove any deadlines that have passed.

14 **SUPPLEMENTAL DIGITAL NOTICE**

15 29. To supplement the direct notice effort, JND will implement a four-week digital  
16 campaign through GDN, a vast network that reaches over 90% of internet users, and popular  
17 Porsche forums, such as Planet-9.com, Rennlist.com, 718Forum.com, Cayenneforums.com,  
18 986forum.com, as well as related sites such as prancinghorses.org, porscheclubgb.com, tipec.net,  
19 and raceplanet.com.

20 30. The GDN effort will deliver approximately 20 million impressions to one of the  
21 following:

- 22 A. sites with content related to Porsche vehicle shopping,
- 23 B. an affinity audience of Performance & Luxury Vehicle Enthusiasts,
- 24 C. those in market for Porsche Vehicles, Porsche Tuning, Porsche Repair  
25 Service, Porsche Engines, Porsche Cars and Repairs Porsches,
- 26 D. a “custom audience” based on Class Member emails,<sup>5</sup> or



28 <sup>5</sup> Process of matching Class Member emails to Google accounts. Digital ads are then specifically targeted to matched accounts that are active during the notice campaign.

1 E. individuals who visited the case website but did not file a claim (i.e., a  
2 “retargeting” effort).<sup>6</sup>

3 31. Another 20 million impressions will be served through the Porsche forums and  
4 related sites, for a total of 40 million impressions.

5 32. Digital activity will be served across all devices, with an emphasis on mobile.


6 33. The digital ads will include an embedded link to the Settlement Website, where  
7 Class Members can get more information about the Settlement, as well as file a claim online.

8 **INTERNET SEARCH CAMPAIGN**

9 34. Web browsers frequently default to a search engine page, making search engines a  
10 common source to get to a specific website (i.e., as opposed to typing the desired URL in the  
11 navigation bar). As a result, an internet search campaign will be implemented to assist Class  
12 Members who are searching about the Settlement to locate the Settlement Website. When  
13 purchased keywords related to the Settlement are searched, a paid ad with a hyperlink to the  
14 Settlement Website may appear on the results page. Efforts will be monitored and optimized.

15 **SETTLEMENT WEBSITE**

16 35. JND will develop and deploy the informational and interactive, case-specific  
17 Settlement Website, [www.PorscheGasolineSettlementUSA.com](http://www.PorscheGasolineSettlementUSA.com), which will have an easy-to-  
18 navigate design and will be formatted to emphasize important information and deadlines. The  
19 website will feature an interactive calculator where potential Class Members can input their VIN  
20 information and obtain an estimated payment amount from the Settlement. Other available features  
21 will include a page with answers to frequently asked questions, contact information for the  
22 Settlement Administrator, Settlement deadlines, and links to important case documents including  
23 the Long Form Notice, a list of Class Vehicles, the Claim Form, and the Settlement Agreement.  
24 The website will also include information on how potential settlement Class Members can opt-out  
25 of or object to the Settlement if they choose. The website address will be prominently displayed in  
26 all direct notice documents.

27  An audience data pool will be created via a pixel placed on the Settlement Website. The audience  
28 data will be used to retarget individuals who visited the Settlement Website but did not submit a  
claim.

1           36.     The Settlement Website will feature an online Claim Form (“OCF”) with document  
2 upload capabilities for the submission of claims. If a user logs into the OCF with their Unique ID,  
3 JND will prepopulate the OCF with the Class Members’ name and contact information where  
4 possible. JND will work with the parties to design the online claims submission process to be  
5 streamlined and efficient for Class Members. Additionally, a Claim Form will be posted on the  
6 Settlement Website for download for Class Members who prefer to submit a Claim Form by mail.


7           37.     Claimants may provide their basic supporting documentation in a variety of formats.  
8 The claimant may take a picture of the document with their phone and upload the image to the  
9 Settlement Website, they may scan in the document for upload, or they may submit copies of the  
10 documents via U.S. Mail.

11           38.     The Settlement Website will be ADA-compliant and optimized for mobile visitors  
12 so that information loads quickly on mobile devices and will also be designed to maximize search  
13 engine optimization through Google and other search engines. Keywords and natural language  
14 search terms will be included in the site’s metadata to maximize search engine rankings.

15                   **TOLL-FREE NUMBER, P.O. BOX, AND EMAIL ADDRESS**

16           39.     JND will make available its scalable call center resources to develop and manage  
17 the incoming telephone calls received in response to the Notice Program. JND will establish and  
18 maintain a 24-hour, toll-free telephone line that Class Members can call to obtain information about  
19 the Settlement. During business hours, JND’s call center will be staffed with operators who are  
20 trained to answer questions about the Settlement using the approved answers to FAQs referenced  
21 above.

22           40.     JND will establish a dedicated email address to receive and respond to Class  
23 Member inquiries. JND will generate email responses from scripted answers to FAQs, which will  
24 be approved by Counsel and which will also be used by our call center personnel for efficiency and  
25 to maintain uniformity of messaging.

26           41.     JND will also establish two separate post office boxes for this administration, one  
27  receive Class Member correspondence and paper Claim Forms, and another solely to receive  
28 exclusion requests.

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**NOTICE DESIGN AND CONTENT**

42. The proposed notice documents are designed to comply with Rule 23’s guidelines for class action notices, the Northern District of California’s Procedural Guidance for Class Action Settlements, and the FJC’s *Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide*. The notices contain easy-to-read summaries of the settlement and instructions on how to obtain more information about the case.

43. Courts routinely approve notices that have been written and designed in a similar manner.

**REACH**

44. Based on JND’s experience with automotive settlements, we expect the direct notice effort alone to reach virtually all Class Members. The reminder notice effort, supplemental digital effort, and internet search campaign will further enhance that reach.

45. The expected reach exceeds that of other court approved programs and is on the high end of the 70–95% reach standard set forth by the FJC.<sup>7</sup>

**CONCLUSION**

46. In my opinion, the proposed Notice Plan provides the best notice practicable under the circumstances; is consistent with the requirements of Rule 23; the Northern District of California’s Procedural Guidance for Class Action Settlements, and is consistent with other similar court-approved best notice practicable notice programs. The Notice Plan is designed to reach as many Class Members as possible and inform them about the Settlement and their rights and options.

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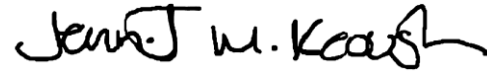
<sup>7</sup> Federal Judicial Center, *Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide* (2010), p. 3 states: “...the lynchpin in an objective determination of the adequacy of a proposed notice effort is whether all the notice efforts together will reach a high percentage of the class. It is reasonable to reach between 70–95%.”



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

Executed this 15th day of June, 2022, at Seattle, Washington.



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Jennifer Keough



**- EXHIBIT A -**

# JENNIFER KEOUGH

CHIEF EXECUTIVE OFFICER AND CO-FOUNDER



## I.

## INTRODUCTION

Jennifer Keough is Chief Executive Officer and Co-Founder of JND Legal Administration (“JND”). She is the *only* judicially recognized expert in all facets of class action administration - from notice through distribution. With more than 20 years of legal experience, Ms. Keough has directly worked on hundreds of high-profile and complex administration engagements, including such landmark matters as the \$20 billion Gulf Coast Claims Facility, \$10 billion BP Deepwater Horizon Settlement, \$3.4 billion Cobell Indian Trust Settlement (the largest U.S. government class action settlement ever), \$3.05 billion VisaCheck/MasterMoney Antitrust Settlement, \$2.67 billion Blue Cross Blue Shield antitrust settlement, \$1.5 billion Mercedes-Benz Emissions Settlements; \$1.3 billion Equifax Data Breach Settlement, \$1 billion Stryker Modular Hip Settlement, \$600 million Engle Smokers Trust Fund, \$240 million Signet Securities Settlement, \$215 million USC Student Health Center Settlement, and countless other high-profile matters. She has been appointed notice expert in many notable cases and has testified on settlement matters in numerous courts and before the Senate Committee for Indian Affairs.

The only female CEO in the field, Ms. Keough oversees more than 200 employees at JND’s Seattle headquarters, as well as other office locations around the country.



She manages all aspects of JND's class action business from day-to-day processes to high-level strategies. Her comprehensive expertise with noticing, claims processing, Systems and IT work, call center logistics, data analytics, recovery calculations, check distribution, and reporting gained her the reputation with attorneys on both sides of the aisle as the most dependable consultant for all legal administration needs. Ms. Keough also applies her knowledge and skills to other divisions of JND, including mass tort, lien resolution, government services, and eDiscovery. Given her extensive experience, Ms. Keough is often called upon to consult with parties prior to settlement, is frequently invited to speak on class action issues, and has authored numerous articles in her multiple areas of expertise.

Ms. Keough launched JND with her partners in early 2016. Just a few months later, Ms. Keough was named as the Independent Claims Administrator ("ICA") in a complex BP Solar Panel Settlement. Ms. Keough also started receiving numerous appointments as notice expert and in 2017 was chosen to oversee a restitution program in Canada where every adult in the country was eligible to participate. Also, in 2017, Ms. Keough was named a female entrepreneur of the year finalist in the 14th Annual Stevie Awards for Women in Business. In 2015 and 2017, she was recognized as a "Woman Worth Watching" by Profiles in Diversity Journal.

Since JND's launch, Mrs. Keough has also been featured in numerous news sources. In 2019, she was highlighted in an Authority Magazine article, "5 Things I wish someone told me before I became a CEO," and a Moneyish article, "This is exactly how rampant 'imposter syndrome' is in the workforce." In 2018, she was featured in several Fierce CEO articles, "JND Legal Administration CEO Jennifer Keough aids law firms in complicated settlements," "Special Report—Women CEOs offer advice on defying preconceptions and blazing a trail to the top," and "Companies stand out with organizational excellence," as well as a Puget Sound Business Journal article, "JND Legal CEO Jennifer Keough handles law firms' big business." In 2013, Ms. Keough appeared in a CNN article, "What Changes with Women in the Boardroom."

Prior to forming JND, Ms. Keough was Chief Operating Officer and Executive Vice President for one of the then largest legal administration firms in the country, where

she oversaw operations in several offices across the country and was responsible for all large and critical projects. Previously, Ms. Keough worked as a class action business analyst at Perkins Coie, one of the country's premier defense firms, where she managed complex class action settlements and remediation programs, including the selection, retention, and supervision of legal administration firms. While at Perkins she managed, among other matters, the administration of over \$100 million in the claims-made Weyerhaeuser siding case, one of the largest building product class action settlements ever. In her role, she established a reputation as being fair in her ability to see both sides of a settlement program.

Ms. Keough earned her J.D. from Seattle University. She graduated from Seattle University with a B.A. and M.S.F. with honors.

## II

## LANDMARK CASES

Jennifer Keough has the distinction of personally overseeing the administration of more large class action programs than any other notice expert in the field. Some of her largest engagements include the following:

**1. *Allagas v. BP Solar Int'l, Inc.***

No. 14-cv-00560 (N.D. Cal.)

Ms. Keough was appointed by the United States District Court for the Northern District of California as the Independent Claims Administrator (“ICA”) supervising the notice and administration of this complex settlement involving inspection, remediation, and replacement of solar panels on homes and businesses throughout California and other parts of the United States. Ms. Keough and her team devised the administration protocol and built a network of inspectors and contractors to perform the various inspections and other work needed to assist claimants. She also built a program that included a team of operators to answer claimant questions, a fully interactive dedicated website with online claim filing capability, and a team trained in the very complex intricacies of solar panel mechanisms. In her role as ICA, Ms. Keough regularly reported to the parties and the Court regarding the progress of the case’s administration. In addition to her role as ICA, Ms. Keough also acted as mediator for those claimants who opted out of the settlement to pursue their claims individually against BP. Honorable Susan Illston, recognized the complexity of the settlement when appointing Ms. Keough the ICA (December 22, 2016):

*The complexity, expense and likely duration of the litigation favors the Settlement, which provides meaningful and substantial benefits on a much shorter time frame than otherwise possible and avoids risk to class certification and the Class’s case on the merits...The Court appoints Jennifer Keough of JND Legal Administration to serve as the Independent Claims Administrator (“ICA”) as provided under the Settlement.*

## 2. *Chester v. The TJX Cos.*

No. 15-cv-01437 (C.D. Cal.)

As the notice expert, Ms. Keough proposed a multi-faceted notice plan designed to reach over eight million class members. Where class member information was available, direct notice was sent via email and via postcard when an email was returned as undeliverable or for which there was no email address provided. Additionally, to reach the unknown class members, Ms. Keough's plan included a summary notice in eight publications directed toward the California class and a tear-away notice posted in all TJ Maxx locations in California. The notice effort also included an informational and interactive website with online claim filing and a toll-free number that provided information 24 hours a day. Additionally, associates were available to answer class member questions in both English and Spanish during business hours. Honorable Otis D. Wright, II approved the plan (May 14, 2018):

*...the Court finds and determines that the Notice to Class Members was complete and constitutionally sound, because individual notices were mailed and/or emailed to all Class Members whose identities and addresses are reasonably known to the Parties, and Notice was published in accordance with this Court's Preliminary Approval Order, and such notice was the best notice practicable.*

## 3. *Cobell v. Salazar*

No. 96 CV 1285 (TFH) (D. D.C.)

As part of the largest government class action settlement in our nation's history, Ms. Keough worked with the U.S. Government to implement the administration program responsible for identifying and providing notice to the two distinct but overlapping settlement classes. As part of the notice outreach program, Ms. Keough participated in multiple town hall meetings held at Indian reservations located across the country. Due to the efforts of the outreach program, over 80% of all class members were provided notice. Additionally, Ms. Keough played a role in creating the processes for evaluating claims and ensuring the correct distributions were made. Under Ms. Keough's supervision,

the processing team processed over 480,000 claims forms to determine eligibility. Less than one half of one percent of all claim determinations made by the processing team were appealed. Ms. Keough was called upon to testify before the Senate Committee for Indian Affairs, where Senator Jon Tester of Montana praised her work in connection with notice efforts to the American Indian community when he stated: “Oh, wow. Okay... the administrator has done a good job, as your testimony has indicated, [discovering] 80 percent of the whereabouts of the unknown class members.” Additionally, when evaluating the Notice Program, Judge Thomas F. Hogan concluded (July 27, 2011):

*...that adequate notice of the Settlement has been provided to members of the Historical Accounting Class and to members of the Trust Administration Class.... Notice met and, in many cases, exceeded the requirements of F.R.C.P. 23(c)(2) for classes certified under F.R.C.P. 23(b)(1), (b)(2) and (b)(3). The best notice practicable has been provided class members, including individual notice where members could be identified through reasonable effort. The contents of that notice are stated in plain, easily understood language and satisfy all requirements of F.R.C.P. 23(c)(2)(B).*

#### **4. FTC v. Reckitt Benckiser Grp. PLC**

No. 19CV00028 (W.D. Va.)

Ms. Keough and her team designed a multi-faceted notice program for this \$50 million settlement resolving charges by the FTC that Reckitt Benckiser Group PLC violated antitrust laws by thwarting lower-priced generic competition to its branded drug Suboxone.

The plan reached 80% of potential claimants nationwide, and a more narrowed effort extended reach to specific areas and targets. The nationwide effort utilized a mix of digital, print, and radio broadcast through Sirius XM. Extended efforts included local radio in areas defined as key opioid markets and an outreach effort to medical professionals approved to prescribe Suboxone in the U.S., as well as to substance abuse centers; drug abuse and addiction info and treatment centers; and addiction treatment centers nationwide.

## 5. *Gulf Coast Claims Facility (GCCF)*

The GCCF was one of the largest claims processing facilities in U.S. history and was responsible for resolving the claims of both individuals and businesses relating to the Deepwater Horizon oil spill. The GCCF, which Ms. Keough helped develop, processed over one million claims and distributed more than \$6 billion within the first year-and-a-half of its existence. As part of the GCCF, Ms. Keough and her team coordinated a large notice outreach program which included publication in multiple journals and magazines in the Gulf Coast area. She also established a call center staffed by individuals fluent in Spanish, Vietnamese, Laotian, Khmer, French, and Croatian.

## 6. *Health Republic Ins. Co. v. United States*

No. 16-259C (F.C.C.)

For this \$1.9 billion settlement, Ms. Keough and her team used a tailored and effective approach of notifying class members via Federal Express mail and email. Opt-in notice packets were sent via Federal Express to each potential class member, as well as the respective CEO, CFO, General Counsel, and person responsible for risk corridors receivables, when known. A Federal Express return label was also provided for opt-in returns. Notice Packets were also sent via electronic-mail. The informational and interactive case-specific website posted the notices and other important Court documents and allowed potential class members to file their opt-in form electronically.

## 7. *In re Air Cargo Shipping Servs. Antitrust Litig.*

No. 06-md-1775 (JG) (VVP) (E.D.N.Y.)

This antitrust settlement involved five separate settlements. As a result, many class members were affected by more than one of the settlements, Ms. Keough constructed the notice and claims programs for each settlement in a manner which allowed affected class members the ability to compare the claims data. Each claims administration program included claims processing, review of supporting evidence, and a deficiency notification process. The deficiency

notification process included mailing of deficiency letters, making follow-up phone calls, and sending emails to class members to help them complete their claim. To ensure accuracy throughout the claims process for each of the settlements, Ms. Keough created a process which audited many of the claims that were eligible for payment.

## 8. *In re Blue Cross Blue Shield Antitrust Litig.*

Master File No.: 13-CV-20000-RDP (N.D. Ala.)

JND was recently appointed as the notice and claims administrator in the \$2.67 billion Blue Cross Blue Shield proposed settlement. To notify class members, we mailed over 100 million postcard notices, sent hundreds of millions of email notices and reminders, and placed notice via print, television, radio, internet, and more. The call center was staffed with 250 agents during the peak of the notice program. More than eight million claims were received. In approving the notice plan designed by Jennifer Keough and her team, United States District Court Judge R. David Proctor, wrote:

*After a competitive bidding process, Settlement Class Counsel retained JND Legal Administration LLC (“JND”) to serve as Notice and Claims Administrator for the settlement. JND has a proven track record and extensive experience in large, complex matters... JND has prepared a customized Notice Plan in this case. The Notice Plan was designed to provide the best notice practicable, consistent with the latest methods and tools employed in the industry and approved by other courts...The court finds that the proposed Notice Plan is appropriate in both form and content and is due to be approved.*

## 9. *In re Classmates.com*

No. C09-45RAJ (W.D. Wash.)

Ms. Keough managed a team that provided email notice to over 50 million users with an estimated success rate of 89%. When an email was returned as undeliverable, it was re-sent up to three times in an attempt to provide notice to

the entire class. Additionally, Ms. Keough implemented a claims administration program which received over 699,000 claim forms and maintained three email addresses in which to receive objections, exclusions, and claim form requests. The Court approved the program when it stated:

*The Court finds that the form of electronic notice... together with the published notice in the Wall Street Journal, was the best practicable notice under the circumstances and was as likely as any other form of notice to apprise potential Settlement Class members of the Settlement Agreement and their rights to opt out and to object. The Court further finds that such notice was reasonable, that it constitutes adequate and sufficient notice to all persons entitled to receive notice, and that it meets the requirements of Due Process...*

## 10. *In re Equifax Inc. Customer Data Sec. Breach Litig.*

No. 17-md-2800-TWT (N.D. Ga.)

JND was appointed settlement administrator, under Ms. Keough's direction, for this complex data breach settlement valued at \$1.3 billion with a class of 147 million individuals nationwide. Ms. Keough and her team oversaw all aspects of claims administration, including the development of the case website which provided notice in seven languages and allowed for online claim submissions. In the first week alone, over 10 million claims were filed. Overall, the website received more than 200 million hits and the Contact Center handled well over 100,000 operator calls. Ms. Keough and her team also worked closely with the Notice Provider to ensure that each element of the media campaign was executed in the time and manner as set forth in the Notice Plan.

Approving the settlement on January 13, 2020, Judge Thomas W. Thrash, Jr. acknowledged JND's outstanding efforts:

*JND transmitted the initial email notice to 104,815,404 million class members beginning on August 7, 2019. (App. 4, ¶¶ 53-54). JND later sent a supplemental email notice to the 91,167,239 class members who had not yet opted out, filed a claim, or unsubscribed from the initial email notice. (Id., ¶¶ 55-56). The notice plan also provides for JND to perform two additional*



supplemental email notice campaigns. (Id., ¶ 57)...JND has also developed specialized tools to assist in processing claims, calculating payments, and assisting class members in curing any deficient claims. (Id., ¶¶ 4, 21). As a result, class members have the opportunity to file a claim easily and have that claim adjudicated fairly and efficiently...The claims administrator, JND, is highly experienced in administering large class action settlements and judgments, and it has detailed the efforts it has made in administering the settlement, facilitating claims, and ensuring those claims are properly and efficiently handled. (App. 4, ¶¶ 4, 21; see also Doc. 739-6, ¶¶ 2-10). Among other things, JND has developed protocols and a database to assist in processing claims, calculating payments, and assisting class members in curing any deficient claims. (Id., ¶¶ 4, 21). Additionally, JND has the capacity to handle class member inquiries and claims of this magnitude. (App. 4, ¶¶ 5, 42). This factor, therefore, supports approving the relief provided by this settlement.

## 11. *In re General Motors LLC Ignition Switch Litig.*

No. 2543 (MDL) (S.D.N.Y.)

### GM Ignition Switch Compensation Claims Resolution Facility

Ms. Keough oversaw the creation of a Claims Facility for the submission of injury claims allegedly resulting from the faulty ignition switch. The Claims Facility worked with experts when evaluating the claim forms submitted. First, the Claims Facility reviewed thousands of pages of police reports, medical documentation, and pictures to determine whether a claim met the threshold standards of an eligible claim for further review by the expert. Second, the Claims Facility would inform the expert that a claim was ready for its review. Ms. Keough constructed a database which allowed for a seamless transfer of claim forms and supporting documentation to the expert for further review.

## 12. *In re General Motors LLC Ignition Switch Litig.*

No. 2543 (MDL) (S.D.N.Y.)

Ms. Keough was appointed the class action settlement administrator for the \$120 million GM Ignition Switch settlement. On April 27, 2020, Honorable Jesse M. Furman approved the notice program designed by Ms. Keough and her team and the notice documents they drafted with the parties:

*The Court further finds that the Class Notice informs Class Members of the Settlement in a reasonable manner under Federal Rule of Civil Procedure 23(e)(1)(B) because it fairly apprises the prospective Class Members of the terms of the proposed Settlement and of the options that are open to them in connection with the proceedings.*

*The Court therefore approves the proposed Class Notice plan, and hereby directs that such notice be disseminated to Class Members in the manner set forth in the Settlement Agreement and described in the Declaration of the Class Action Settlement Administrator...*

Under Ms. Keough's direction, JND mailed notice to nearly 30 million potential class members.

On December 18, 2020, Honorable Jesse M. Furman granted final approval:

*The Court confirms the appointment of Jennifer Keough of JND Legal Administration ("JND") as Class Action Settlement Administrator and directs Ms. Keough to carry out all duties and responsibilities of the Class Action Settlement Administrator as specified in the Settlement Agreement and herein...The Court finds that the Class Notice and Class Notice Plan satisfied and continue to satisfy the applicable requirements of Federal Rules of Civil Procedure 23(c)(2)(b) and 23(e), and fully comply with all laws, including the Class Action Fairness Act (28 U.S.C. § 1711 et seq.), and the Due Process Clause of the United States Constitution (U.S. Const., amend. V), constituting the best notice that is practicable under the circumstances of this litigation.*

### 13. *In re Mercedes-Benz Emissions Litig.*

No. 16-cv-881 (D.N.J.)

JND Legal Administration was appointed as the Settlement Administrator in this \$1.5 billion settlement wherein Daimler AG and its subsidiary Mercedes-Benz USA reached an agreement to settle a consumer class action alleging that the automotive companies unlawfully misled consumers into purchasing certain diesel type vehicles by misrepresenting the environmental impact of these vehicles during on-road driving. As part of its appointment, the Court approved Jennifer Keough's proposed notice plan and authorized JND Legal Administration to provide notice and claims administration services.

*The Court finds that the content, format, and method of disseminating notice, as set forth in the Motion, Declaration of JND Legal Administration, the Class Action Agreement, and the proposed Long Form Notice, Short Form Notice, and Supplemental Notice of Class Benefits (collectively, the "Class Notice Documents") – including direct First Class mailed notice to all known members of the Class deposited in the mail within the later of (a) 15 business days of the Preliminary Approval Order; or (b) 15 business days after a federal district court enters the US-CA Consent Decree – is the best notice practicable under the circumstances and satisfies all requirements provided in Rule 23(c)(2)(B). The Court approves such notice, and hereby directs that such notice be disseminated in the manner set forth in the Class Action Settlement to the Class under Rule 23(e)(1)...JND Legal Administration is hereby appointed as the Settlement Administrator and shall perform all duties of the Settlement Administrator set forth in the Class Action Settlement.*

On July 12, 2021, the Court granted final approval of the settlement:

*The Court has again reviewed the Class Notice Program and finds that Class Members received the best notice practicable under the circumstances.*

## 14. *In re MyFord Touch Consumer Litig.*

No. 13-cv-3072 (EMC) (N.D. Cal.)

Ms. Keough was retained as the Notice Expert in this \$17 million automotive settlement. Under her direction, the JND team created a multi-faceted website with a VIN # lookup function that provided thorough data on individual car repair history. To assure all of the data was safeguarded, JND hired a third-party to attempt to hack it, demonstrating our commitment to ensuring the security of all client and claimant data. Their attempts were unsuccessful.

In his December 17, 2019 final approval order Judge Edward M. Chen remarked on the positive reaction that the settlement received:

*The Court finds that the Class Notice was the best practicable notice under the circumstances, and has been given to all Settlement Class Members known and reasonably identifiable in full satisfaction of the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process... The Court notes that the reaction of the class was positive: only one person objected to the settlement although, by request of the objector and in the absence of any opposition from the parties, that objection was converted to an opt-out at the hearing.*

## 15. *In re Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico, on April 20, 2010*

No. 2179 (MDL) (E.D. La.)

Following the closure of the Gulf Coast Claims Facility, the Deepwater Horizon Settlement claims program was created. There were two separate legal settlements that provided for two claims administration programs. One of the programs was for the submission of medical claims and the other was for the submission of economic and property damage claims. Ms. Keough played a key role in the formation of the claims program for the evaluation of economic and property damage claims. Additionally, Ms. Keough built and supervised the back-office mail and processing center in Hammond, Louisiana, which was the hub of the program. The Hammond center was visited several times by

Claims Administrator Pat Juneau -- as well as by the District Court Judge and Magistrate -- who described it as a shining star of the program.

## 16. *In re Stryker Rejuvenate and ABG II Hip Implant Prods. Liab. Litig.*

No. 13-2441 (MDL) (D. Minn.)

Ms. Keough and her team were designated as the escrow agent and claims processor in this \$1 billion settlement designed to compensate eligible U.S. Patients who had surgery to replace their Rejuvenate Modular-Neck and/or ABG II Modular-Neck hip stems prior to November 3, 2014. As the claims processor, Ms. Keough and her team designed internal procedures to ensure the accurate review of all medical documentation received; designed an interactive website which included online claim filing; and established a toll-free number to allow class members to receive information about the settlement 24 hours a day. Additionally, she oversaw the creation of a deficiency process to ensure claimants were notified of their deficient submission and provided an opportunity to cure. The program also included an auditing procedure designed to detect fraudulent claims and a process for distributing initial and supplemental payments. Approximately 95% of the registered eligible patients enrolled in the settlement program.

## 17. *In re The Engle Trust Fund*

No. 94-08273 CA 22 (Fla. 11th Jud. Cir. Ct.)

Ms. Keough played a key role in administering this \$600 million landmark case against the country's five largest tobacco companies. Miles A. McGrane, III, Trustee to the Engle Trust Fund recognized Ms. Keough's role when he stated:

*The outstanding organizational and administrative skills of Jennifer Keough cannot be overstated. Jennifer was most valuable to me in handling numerous substantive issues in connection with the landmark Engle Trust Fund matter. And, in her communications with affected class members, Jennifer proved to be a caring expert at what she does.*

## 18. *In re Washington Mut. Inc., Sec. Litig.*

No. 08-md-1919 MJP (W.D. Wash.)

Ms. Keough supervised the notice and claims administration for this securities class action, which included three separate settlements with defendants totaling \$208.5 million. In addition to mailing notice to over one million class members, Ms. Keough managed the claims administration program, including the review and processing of claims, notification of claim deficiencies, and distribution. In preparation for the processing of claims, Ms. Keough and her team established a unique database to store the proofs of claim and supporting documentation; trained staff to the particulars of this settlement; created multiple computer programs for the entry of class member's unique information; and developed a program to calculate the recognized loss amounts pursuant to the plan of allocation. The program was designed to allow proofs of claim to be filed by mail or through an online portal. A deficiency process was established in order to reach out to class members who submitted incomplete proof of claims. The deficiency process involved reaching out to claimants via letters, emails, and telephone calls.

## 19. *King v. Bumble Trading Inc*

No. 18-cv-06868-NC (N.D. Cal.)

Ms. Keough served as the notice expert in this \$22.5 million settlement that alleged that Bumble's Terms & Conditions failed to notify subscribers nationwide of their legal right to cancel their Boost subscription and obtain a refund within three business days of purchase, and for certain users in California, that Bumble's auto-renewal practices violated California law.

JND received two files of class member data containing over 7.1 million records. Our team analyzed the data to identify duplicates and then we further analyzed the unique records, using programmatic techniques and manual review, to identify accounts that had identical information in an effort to prevent multiple

notices being sent to the same class member. Through this process, JND was able to reduce the number of records to less than 6.3 million contacts.

Approving the settlement on December 18, 2020, Judge Nathanael M. Cousins, acknowledged the high success of our notice efforts:

*Pursuant to the Court's Preliminary Approval Order, the Court appointed JND Settlement Administrators as the Settlement Administrator... JND sent court-approved Email Notices to millions of class members...Overall, approximately 81% of the Settlement Class Members were successfully sent either an Email or Mailed Notice...JND supplemented these Notices with a Press Release which Global Newswire published on July 18, 2020... In sum, the Court finds that, viewed as a whole, the settlement is sufficiently "fair, adequate, and reasonable" to warrant approval.*

## 20. **Linneman v. Vita-Mix Corp.**

No. 15-cv-748 (S.D. Ohio)

Ms. Keough was hired by Plaintiff Counsel to design a notice program regarding this consumer settlement related to allegedly defective blenders. The Court approved Ms. Keough's plan and designated her as the notice expert for this case. As direct notice to the entire class was impracticable due to the nature of the case, Ms. Keough proposed a multi-faceted notice program. Direct notice was provided by mail or email to those purchasers identified through data obtained from Vita-Mix and third parties, such as retailers, dealers, distributors, or restaurant supply stores. To reach the unknown class members, Ms. Keough oversaw the design of an extensive media plan that included: published notice in *Cooking Light*, *Good Housekeeping*, and *People* magazine and digital notice; placements through Facebook/Instagram, Twitter, and Conversant; and paid search campaign through Google and Bing. In addition, the program included an informational and interactive website where class members could submit claims electronically, and a toll-free number that provided information to class

members 24 hours a day. When approving the plan, Honorable Susan J. Dlott stated (May 3, 2018):

*JND Legal Administration, previously appointed to supervise and administer the notice process, as well as oversee the administration of the Settlement, appropriately issued notice to the Class as more fully set forth in the Agreement, which included the creation and operation of the Settlement Website and more than 3.8 million mailed or emailed notices to Class Members. As of March 27, 2018, approximately 300,000 claims have been filed by Class Members, further demonstrating the success of the Court-approved notice program.*

## 21. Loblaw Card Program

Jennifer Keough was selected by major Canadian retailer Loblaw and its counsel to act as program administrator in its voluntary remediation program. The program was created as a response to a price-fixing scheme perpetrated by some employees of the company involving bread products. The program offered a \$25 gift card to all adults in Canada who purchased bread products in Loblaw stores between 2002 and 2015. Some 28 million Canadian residents were potential claimants. Ms. Keough and her team: (1) built an interactive website that was capable of withstanding hundreds of millions of “hits” in a short period of time; (2) built, staffed and trained a call center with operators available to take calls twelve hours a day, six days a week; (3) oversaw the vendor in charge of producing and distributing the cards; (4) was in charge of designing and overseeing fraud prevention procedures; and (5) handled myriad other tasks related to this high-profile and complex project.

## 22. McWilliams v. City of Long Beach

No. BC261469 (Cal. Super. Ct.)

Ms. Keough and her team designed and implemented an extensive notice program for the City of Long Beach telephone tax refund settlement. In addition to sending direct notice to all addresses within the City of Long Beach utility



billing system and from its GIS provider, and to all registered businesses during the class period, JND implemented a robust media campaign that alone reached 88% of the Class. The media effort included leading English and Spanish magazines and newspapers, a digital effort, local cable television and radio, an internet search campaign, and a press release distributed in both English and Spanish. The 12% claims rate exceeded expectations.

Judge Maren E. Nelson acknowledged the program's effectiveness in her final approval order on October 30, 2018:

*It is estimated that JND's Media Notice plan reached 88% of the Class and the overall reach of the Notice Program was estimated to be over 90% of the Class. (Keough Decl., at ¶12.). Based upon the notice campaign outlined in the Keough Declaration, it appears that the notice procedure was aimed at reaching as many class members as possible. The Court finds that the notice procedure satisfies due process requirements.*

### **23. New Orleans Tax Assessor Project**

After Hurricane Katrina, the City of New Orleans began to reappraise properties in the area which caused property values to rise. Thousands of property owners appealed their new property values and the City Council did not have the capacity to handle all the appeals in a timely manner. As a result of the large number of appeals, the City of New Orleans hired Ms. Keough to design a unique database to store each appellant's historical property documentation. Additionally, Ms. Keough designed a facility responsible for scheduling and coordinating meetings between the 5,000 property owners who appealed their property values and real estate agents or appraisers. The database that Ms. Keough designed facilitated the meetings between the property owners and the property appraisers by allowing the property appraisers to review the property owner's documentation before and during the appointment with them.

## 24. USC Student Health Ctr. Settlement

No. 18-cv-04258-SVW (C.D. Cal.)

JND was approved as the Settlement Administrator in this important \$215 million settlement that provides compensation to women who were sexually assaulted, harassed and otherwise abused by Dr. George M. Tyndall at the USC Student Health Center during a nearly 30-year period. Ms. Keough and her team designed a notice effort that included: mailed and email notice to potential Class members; digital notices on Facebook, LinkedIn, and Twitter; an internet search effort; notice placements in USC publications/eNewsletters; and a press release. In addition, her team worked with USC staff to ensure notice postings around campus, on USC's website and social media accounts, and in USC alumni communications, among other things. Ms. Keough ensured the establishment of an all-female call center, whose operators were fully trained to handle delicate interactions, with the goal of providing excellent service and assistance to every woman affected. She also worked with the JND staff handling lien resolution for this case. Preliminarily approving the settlement, Honorable Stephen V. Wilson stated (June 12, 2019):

*The Court hereby designates JND Legal Administration ("JND") as Claims Administrator. The Court finds that giving Class Members notice of the Settlement is justified under Rule 23(e)(1) because, as described above, the Court will likely be able to: approve the Settlement under Rule 23(e)(2); and certify the Settlement Class for purposes of judgment. The Court finds that the proposed Notice satisfies the requirements of due process and Federal Rule of Civil Procedure 23 and provides the best notice practicable under the circumstances.*

## 25. *Williams v. Weyerhaeuser Co.*

Civil Action No. 995787 (Cal. Super. Ct.)

This landmark consumer fraud litigation against Weyerhaeuser Co. had over \$100 million in claims paid. The action involved exterior hardboard siding installed on homes and other structures throughout the United States from January 1, 1981 to December 31, 1999 that was alleged to be defective and prematurely fail when exposed to normal weather conditions.

Ms. Keough oversaw the administration efforts of this program, both when she was employed by Perkins Coie, who represented defendants, and later when she joined the administration firm handling the case. The claims program was extensive and went on for nine years, with varying claims deadlines depending on when the class member installed the original Weyerhaeuser siding. The program involved not just payments to class members, but an inspection component where a court-appointed inspector analyzed the particular claimant's siding to determine the eligibility and award level. Class members received a check for their damages, based upon the total square footage of damaged siding, multiplied by the cost of replacing, or, in some instances, repairing, the siding on their homes. Ms. Keough oversaw the entirety of the program from start to finish.



## JUDICIAL RECOGNITION

Courts have favorably recognized Ms. Keough's work as outlined above and by the sampling of judicial comments from JND programs listed below.

### 1. Judge William M. Conley

***Bruzek v. Husky Oil Operations Ltd., (January 31, 2022)***

No. 18-cv-00697 (W.D. Wis.):

*The claims administrator estimates that at least 70% of the class received notice... the court concludes that the parties' settlement is fair, reasonable and adequate under Rule 23(e).*

### 2. Judge Timothy J. Corrigan

***Levy v. Dolgencorp, LLC, (December 2, 2021)***

No. 20-cv-01037-TJC-MCR (M.D. Fla.):

*No Settlement Class Member has objected to the Settlement and only one Settlement Class Member requested exclusion from the Settlement through the opt-out process approved by this Court...The Notice Program was the best notice practicable under the circumstances. The Notice Program provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to such notice. The Notice Program fully satisfied the requirements of the Federal Rules of Civil Procedure and the United States Constitution, which include the requirement of due process.*

### 3. Honorable Nelson S. Roman

***Swetz v. GSK Consumer Health, Inc., (November 22, 2021) No. 20-cv-04731 (S.D.N.Y.):***

*The Notice Plan provided for notice through a nationwide press release; direct notice through electronic mail, or in the alternative, mailed, first-class postage prepaid for identified Settlement Class Members; notice through electronic*

media—such as Google Display Network and Facebook—using a digital advertising campaign with links to the dedicated Settlement Website; and a toll-free telephone number that provides Settlement Class Members detailed information and directs them to the Settlement Website. The record shows, and the Court finds, that the Notice Plan has been implemented in the manner approved by the Court in its Preliminary Approval Order.

#### 4. Honorable James V. Selna

**Herrera v. Wells Fargo Bank, N.A.**, (November 16, 2021)

No. 18-cv-00332-JVS-MRW (C.D. Cal.):

On June 8, 2021, the Court appointed JND Legal Administration (“JND”) as the Claims Administrator... JND mailed notice to approximately 2,678,266 potential Non-Statutory Subclass Members and 119,680 Statutory Subclass Members. *Id.* ¶ 5. 90% of mailings to Non-Statutory Subclass Members were deemed delivered, and 81% of mailings to Statutory Subclass Members were deemed delivered. *Id.* ¶ 9. Follow-up email notices were sent to 1,977,514 potential Non-Statutory Subclass Members and 170,333 Statutory Subclass Members, of which 91% and 89% were deemed delivered, respectively. *Id.* ¶ 12. A digital advertising campaign generated an additional 5,195,027 views. *Id.* ¶ 13...Accordingly, the Court finds that the notice to the Settlement Class was fair, adequate, and reasonable.

#### 5. Judge Mark C. Scarsi

**Patrick v. Volkswagen Grp. of Am., Inc.**, (September 18, 2021)

No. 19-cv-01908-MCS-ADS (C.D. Cal.):

The Court finds that, as demonstrated by the Declaration of Jennifer M. Keough and counsel’s submissions, Notice to the Settlement Class was timely and properly effectuated in accordance with Fed. R. Civ. P. 23(e) and the approved Notice Plan set forth in the Court’s Preliminary Approval Order. The Court finds that said Notice constitutes the best notice practicable under the circumstances, and satisfies all requirements of Rule 23(e) and due process.

## 6. Judge Morrison C. England, Jr.

**Martinelli v. Johnson & Johnson**, (September 27, 2021)

No. 15-cv-01733-MCE-DB (E.D. Cal.):

*The Court appoints JND, a well-qualified and experienced claims and notice administrator, as the Settlement Administrator.*

## 7. Honorable Nathanael M. Cousins

**Malone v. Western Digital Corp.**, (July 21, 2021) No. 20-cv-03584-NC (N.D. Cal.):

*The Court hereby appoints JND Legal Administration as Settlement Administrator... The Court finds that the proposed notice program meets the requirements of Due Process under the U.S. Constitution and Rule 23; and that such notice program—which includes individual direct notice to known Settlement Class Members via email, mail, and a second reminder email, a media and Internet notice program, and the establishment of a Settlement Website and Toll-Free Number—is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto. The Court further finds that the proposed form and content of the forms of the notice are adequate and will give the Settlement Class Members sufficient information to enable them to make informed decisions as to the Settlement Class, the right to object or opt-out, and the proposed Settlement and its terms.*

## 8. Judge Mark H. Cohen

**Pinon v. Mercedes-Benz USA, LLC and Daimler AG**, (March 29, 2021)

No. 18-cv-3984 (N.D. Ga.):

*The Court finds that the content, format, and method of disseminating the Notice Plan, as set forth in the Motion, the Declaration of the Settlement Administrator (Declaration of Jennifer M. Keough Regarding Proposed Notice Plan) [Doc. 70-7], and the Settlement Agreement, including postcard notice disseminated through direct U.S. Mail to all known Class Members and establishment of a website: (a) constitutes the*

best notice practicable under the circumstances; (b) are reasonably calculated, under the circumstances, to apprise settlement class members of the pendency of the action, the terms of the proposed Settlement Agreement, and their rights under the proposed Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfies all requirements provided Federal Rule of Civil Procedure 23, the constitutional requirement of due process, and any other legal requirements. The Court further finds that the notices are written in plain language, use simple terminology, and are designated to be readily understandable by the Settlement Class...This Court also approves the Postcard Notice, the Long Form Notice, the Reimbursement Claim Form, and the Qualified Future Repair Claim Form in substantially the form as attached as Exhibits B to E to the Declaration of Jennifer M. Keough Regarding Proposed Notice Plan.

## 9. Honorable Daniel D. Domenico

*Advance Trust & Life Escrow Serv., LTA v. Sec. Life of Denver Ins. Co.*, (January 29, 2021) No. 18-cv-01897-DDD-NYW (D. Colo.):

The court approves the form and contents of the Short-Form and Long Form Notices attached as Exhibits A and B, respectively, to the Declaration of Jennifer M. Keough, filed on January 26, 2021...The proposed form and content of the Notices meet the requirements of Federal Rule of Civil Procedure 23(c)(2)(B)...The court approves the retention of JND Legal Administration LLC as the Notice Administrator.

## 10. Honorable Virginia A. Phillips

*Sonner v. Schwabe N. Am., Inc.*, (January 25, 2021) No. 15-cv-01358 VAP (SPx) (C.D. Cal.):

Following preliminary approval of the settlement by the Court, the settlement administrator provided notice to the Settlement Class through a digital media campaign. (Dkt. 203-5). The Notice explains in plain language what the case is about, what the recipient is entitled to, and the options available to the recipient in connection with this case, as well as the consequences of each option. (*Id.*, Ex. E).

*During the allotted response period, the settlement administrator received no requests for exclusion and just one objection, which was later withdrawn. (Dkt. 203-1, at 11).*

*Given the low number of objections and the absence of any requests for exclusion, the Class response is favorable overall. Accordingly, this factor also weighs in favor of approval.*

## **11. Honorable R. Gary Klausner**

***A.B. v. Regents of the Univ. of California***, (January 8, 2021)

No. 20-cv-09555-RGK-E (C.D. Cal.):

*The parties intend to notify class members through mail using UCLA's patient records. And they intend to supplement the mail notices using Google banners and Facebook ads, publications in the LA times and People magazine, and a national press release. Accordingly, the Court finds that the proposed notice and method of delivery sufficient and approves the notice.*

## **12. Judge Vernon S. Broderick, Jr.**

***In re Keurig Green Mountain Single-Serve Coffee Antitrust Litig.***, (December 16, 2020)

No. 14-md-02542 (S.D.N.Y.):

*I further appoint JND as Claims Administrator. JND's principals have more than 75 years-worth of combined class action legal administration experience, and JND has handled some of the largest recent settlement administration issues, including the Equifax Data Breach Settlement. (Doc. 1115 ¶ 5.) JND also has extensive experience in handling claims administration in the antitrust context. (Id. ¶ 6.) Accordingly, I appoint JND as Claims Administrator.*



### 13. Honorable Laurel Beeler

***Sidibe v. Sutter Health***, (November 5, 2020)

No. 12-cv-4854-LB (N.D. Cal.):

*Class Counsel has retained JND Legal Administration (“JND”), an experienced class notice administration firm, to administer notice to the Class. The Court appoints JND as the Class Notice Administrator. JND shall provide notice of pendency of the class action consistent with the procedures outlined in the Keough Declaration.*

### 14. Judge Carolyn B. Kuhl

***Sandoval v. Merlex Stucco Inc.***, (October 30, 2020)

No. BC619322 (Cal. Super. Ct.):

*Additional Class Member class members, and because their names and addresses have not yet been confirmed, will be notified of the pendency of this settlement via the digital media campaign outlined by the Keough/JND Legal declaration...the Court approves the Parties selection of JND Legal as the third-party Claims Administrator.*

### 15. Honorable Louis L. Stanton

***Rick Nelson Co. v. Sony Music Ent.***, (September 16, 2020)

No. 18-cv-08791 (S.D.N.Y.):

*The parties have designated JND Legal Administration (“JND”) as the Settlement Administrator. Having found it qualified, the Court appoints JND as the Settlement Administrator and it shall perform all the duties of the Settlement Administrator as set forth in the Stipulation...The form and content of the Notice, Publication Notice and Email Notice, and the method set forth herein of notifying the Class of the Settlement and its terms and conditions, meet the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process. and any other applicable law, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled thereto.*

## 16. Judge Steven W. Wilson

***Amador v Baca***, (August 11, 2020)

No. 10-cv-1649 (C.D. Cal.):

*Class Counsel, in conjunction with JND, have also facilitated substantial notice and outreach to the relatively disparate and sometimes difficult to contact class of more than 94,000 individuals, which has resulted in a relatively high claims rate of between 33% and 40%, pending final verification of deficient claims forms. Their conduct both during litigation and after settlement was reached was adequate in all respects, and supports approval of the Settlement Agreement.*

## 17. Judge Stephanie M. Rose

***Swinton v. SquareTrade, Inc.***, (April 14, 2020)

No. 18-CV-00144-SMR-SBJ (S.D. Iowa):

*This publication notice appears to have been effective. The digital ads were linked to the Settlement Website, and Google Analytics and other measures indicate that, during the Publication Notice Period, traffic to the Settlement Website was at its peak.*

## 18. Judge Joan B. Gottschall

***In re Navistar MaxxForce Engines Mktg., Sales Practices and Prods.***, (January 3, 2020)

No. 14-cv-10318 (N.D. Ill.):

*WHEREAS, the Parties have agreed to use JND Legal Administration (“JND”), an experienced administrator of class action settlements, as the claims administrator for this Settlement and agree that JND has the requisite experience and expertise to serve as claims administrator; The Court appoints JND as the claims administrator for the Settlement.*

## 19. Honorable Steven I. Locke

*Donnenfield v. Petro, Inc.*, (December 4, 2019)

No. 17-cv-02310 (E.D.N.Y.):

*WHEREAS, the Parties have agreed to use JND Legal Administration (“JND”), an experienced administrator of class action settlements, as the claims administrator for this Settlement and agree that JND has the requisite experience and expertise to serve as claims administrator; The Court appoints JND as the claims administrator for the Settlement.*

## 20. Honorable Amy D. Hogue

*Trepte v. Bionaire, Inc.*, (November 5, 2019)

No. BC540110 (Cal. Super. Ct.):

*The Court appoints JND Legal Administration as the Class Administrator... The Court finds that the forms of notice to the Settlement Class regarding the pendency of the action and of this settlement, and the methods of giving notice to members of the Settlement Class... constitute the best notice practicable under the circumstances and constitute valid, due, and sufficient notice to all members of the Settlement Class. They comply fully with the requirements of California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.*

## 21. Judge Cormac J. Carney

*In re ConAgra Foods Inc.*, (October 8, 2019)

No. 11-cv-05379-CJC-AGR (C.D. Cal.):

*Following the Court’s preliminary approval, JND used a multi-pronged notice campaign to reach people who purchased Wesson Oils...As of September 19, 2019, only one class member requested to opt out of the settlement class, with another class member objecting to the settlement. The reaction of the class has thus been overwhelmingly positive, and this factor favors final approval.*

## 22. Judge Barbara Jacobs Rothstein

**Wright v. Lyft, Inc.**, (May 29, 2019)

No. 17-cv-23307-MGC 14-cv-00421-BJR (W.D. Wash.):

*The Court also finds that the proposed method of distributing relief to the class is effective. JND Legal Administration (“JND”), an experienced claims administrator, undertook a robust notice program that was approved by this Court...*

## 23. Judge J. Walton McLeod

**Boskie v. Backgroundchecks.com**, (May 17, 2019)

No. 2019CP3200824 (S.C. C.P.):

*The Court appoints JND Legal Administration as Settlement Administrator...The Court approves the notice plans for the HomeAdvisor Class and the Injunctive Relief Class as set forth in the declaration of JND Legal Administration. The Court finds the class notice fully satisfies the requirements of due process, the South Carolina Rules of Civil Procedure. The notice plan for the HomeAdvisor Class and Injunctive Relief Class constitutes the best notice practicable under the circumstances of each Class.*

## 24. Honorable James Donato

**In re Resistors Antitrust Litig.**, (May 2, 2019)

No. 15-cv-03820-JD (N.D. Cal.):

*The Court approves as to form and content the proposed notice forms, including the long form notice and summary notice, attached as Exhibits B and D to the Second Supplemental Declaration of Jennifer M. Keough Regarding Proposed Notice Program (ECF No. 534-3). The Court further finds that the proposed plan of notice – including Class Counsel’s agreement at the preliminary approval hearing for the KOA Settlement that direct notice would be effectuated through both U.S. mail and electronic mail to the extent electronic mail addresses can be identified following a reasonable search – and the proposed contents of these notices, meet the requirements of Rule 23 and due process, and are the best notice practicable*

*under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto. The Court appoints the firm of JND Legal Administration LLC as the Settlement Administrator.*

## 25. Honorable Leigh Martin May

***Bankhead v. First Advantage Background Serv. Corp.***, (April 30, 2019)

No. 17-cv-02910-LMM-CCB (N.D. Ga.):

*The Court appoints JND Legal Administration as Settlement Administrator... The Court approves the notice plans for the Class as set forth in the declaration of the JND Legal Administration. The Court finds that class notice fully satisfies the requirements of due process of the Federal Rules of Civil Procedure. The notice plan constitutes the best notice practicable under the circumstances of the Class.*

## 26. Honorable P. Kevin Castel

***Hanks v. Lincoln Life & Annuity Co. of New York***, (April 23, 2019)

No. 16-cv-6399 PKC (S.D.N.Y.):

*The Court approves the form and contents of the Short-Form Notice and Long-Form Notice (collectively, the “Notices”) attached as Exhibits A and B, respectively, to the Declaration of Jennifer M. Keough, filed on April 2, 2019, at Docket No. 120...The form and content of the notices, as well as the manner of dissemination described below, therefore meet the requirements of Rule 23 and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled thereto...the Court approves the retention of JND Legal Administration LLC (“JND”) as the Notice Administrator.*

## 27. Judge Cormac J. Carney

***In re ConAgra Foods Inc.***, (April 4, 2019)

No. 11-cv-05379-CJC-AGR (C.D. Cal.):

*The bids were submitted to Judge McCormick, who ultimately chose JND Legal Administration to propose to the Court to serve as the settlement administrator.*

*(Id. ¶ 65.) In addition to being selected by a neutral third party, JND Legal Administration appears to be well qualified to administer the claims in this case... The Court appoints JND Legal Administration as Settlement Administrator... JND Legal Administration will reach class members through a consumer media campaign, including a national print effort in People magazine, a digital effort targeting consumers in the relevant states through Google Display Network and Facebook, newspaper notice placements in the Los Angeles Daily News, and an internet search effort on Google. (Keough Decl. ¶ 14.) JND Legal Administration will also distribute press releases to media outlets nationwide and establish a settlement website and toll-free phone number. (Id.) The print and digital media effort is designed to reach 70% of the potential class members. (Id.) The newspaper notice placements, internet search effort, and press release distribution are intended to enhance the notice's reach beyond the estimated 70%. (Id.)*

## 28. Judge Kathleen M. Daily

**Podawiltz v. Swisher Int'l, Inc.**, (February 7, 2019)

No. 16CV27621 (Or. Cir. Ct.):

*The Court appoints JND Legal Administration as settlement administrator...The Court finds that the notice plan is reasonable, that it constitutes due, adequate and sufficient notice to all persons entitled to receive notice, and that it meets the requirements of due process, ORCP 32, and any other applicable laws.*

## 29. Honorable Kenneth J. Medel

**Huntzinger v. Suunto Oy**, (December 14, 2018)

No. 37-2018-27159 (CU) (BT) (CTL) (Cal. Super. Ct.):

*The Court finds that the Class Notice and the Notice Program implemented pursuant to the Settlement Agreement and Preliminary Approval Order constituted the best notice practicable under the circumstances to all persons within the definition of the Class and fully complied with the due process requirement under all applicable statutes and laws and with the California Rules of Court.*

### 30. Honorable Thomas M. Durkin

*In re Broiler Chicken Antitrust Litig.*, (November 16, 2018)

No. 16-cv-8637 (N.D. Ill.):

*The notice given to the Class, including individual notice to all members of the Class who could be identified through reasonable efforts, was the best notice practicable under the circumstances. Said notice provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed settlement set forth in the Settlement Agreement, to all persons entitled to such notice, and said notice fully satisfied the requirements of Rules 23(c)(2) and 23(e)(1) of the Federal Rules of Civil Procedure and the requirements of due process.*

### 31. Judge Maren E. Nelson

*Granados v. Cnty. of Los Angeles*, (October 30, 2018)

No. BC361470 (Cal. Super. Ct.):

*JND's Media Notice plan is estimated to have reached 83% of the Class. The overall reach of the Notice Program was estimated to be over 90% of the Class. (Keough Decl., at ¶12.). Based upon the notice campaign outlined in the Keough Declaration, it appears that the notice procedure was aimed at reaching as many class members as possible. The Court finds that the notice procedure satisfies due process requirements.*

### 32. Judge Cheryl L. Pollak

*Dover v. British Airways, PLC (UK)*, (October 9, 2018)

No. 12-cv-5567 (E.D.N.Y.), in response to two objections:

*JND Legal Administration was appointed as the Settlement Claims Administrator, responsible for providing the required notices to Class Members and overseeing the claims process, particularly the processing of Cash Claim Forms...the overwhelmingly positive response to the Settlement by the Class Members, reinforces the Court's conclusion that the Settlement is fair, adequate, and reasonable.*

### 33. Judge Edward J. Davila

*In re Intuit Data Litig.*, (October 4, 2018)

No. 15-CV-1778-EJD (N.D. Cal.):

*The Court appoints JND Legal Administration (“JND”) to serve as the Settlement Administrator...The Court approves the program for disseminating notice to Class Members set forth in the Agreement and Exhibit A thereto (herein, the “Notice Program”). The Court approves the form and content of the proposed forms of notice, in the forms attached as Attachments 1 through 3 to Exhibit A to the Agreement. The Court finds that the proposed forms of notice are clear and readily understandable by Class Members. The Court finds that the Notice Program, including the proposed forms of notice, is reasonable and appropriate and satisfies any applicable due process and other requirements, and is the only notice to the Class Members of the Settlement that is required.*

### 34. Judge Ann D. Montgomery

*In re Wholesale Grocery Prod. Antitrust Litig.*, (November 16, 2017)

No. 9-md-2090 (ADM) (TNL) (D. Minn.):

*Notice provider and claims administrator JND Legal Administration LLC provided proof that mailing conformed to the Preliminary Approval Order in a declaration filed contemporaneously with the Motion for Final Approval of Class Settlement. This notice program fully complied with Fed. R. Civ. P. 23, satisfied the requirements of due process, is the best notice practicable under the circumstances, and constituted due and adequate notice to the Class of the Settlement, Final Approval Hearing and other matters referred to in the Notice.*

### 35. Honorable David O. Carter

*Hernandez v. Experian Info. Sols., Inc.*, (April 6, 2018)

No. 05-cv-1070 (C.D. Cal.):

*The Court finds, however, that the notice had significant value for the Class, resulting in over 200,000 newly approved claims—a 28% increase in the number of*



*Class members who will receive claimed benefits—not including the almost 100,000 Class members who have visited the CCRA section of the Settlement Website thus far and the further 100,000 estimated visits expected through the end of 2019. (Dkt. 1114-1 at 3, 6). Furthermore, the notice and claims process is being conducted efficiently at a total cost of approximately \$6 million, or \$2.5 million less than the projected 2009 Proposed Settlement notice and claims process, despite intervening increases in postage rates and general inflation. In addition, the Court finds that the notice conducted in connection with the 2009 Proposed Settlement has significant ongoing value to this Class, first in notifying in 2009 over 15 million Class members of their rights under the Fair Credit Reporting Act (the ignorance of which for most Class members was one area on which Class Counsel and White Objectors' counsel were in agreement), and because of the hundreds of thousands of claims submitted in response to that notice, and processed and validated by the claims administrator, which will be honored in this Settlement.*



## IV.

## CASE EXPERIENCE

Ms. Keough has played an important role in hundreds of matters throughout her career. A partial listing of her notice and claims administration case work is provided below.

CASE NAME	CASE NUMBER	LOCATION
<i>Aaland v. Contractors.com and One Planet Ops</i>	19-2-242124 SEA	Wash. Super. Ct.
<i>A.B. v. Regents of the Univ. of California</i>	20-cv-09555-RGK-E	C.D. Cal.
<i>Achziger v. IDS Prop. Cas. Ins.</i>	14-cv-5445	W.D. Wash.
<i>Adair v. Michigan Pain Specialist, PLLC</i>	14-28156-NO	Mich. Cir.
<i>Adkins v. EQT Prod. Co.</i>	10-cv-00037-JPJ-PMS	W.D. Va.
<i>Advance Trust &amp; Life Escrow Serv., LTA v. Sec. Life of Denver Ins. Co.</i>	18-cv-01897-DDD-NYW	D. Colo.
<i>Ahmed v. HSBC Bank USA, NA</i>	15-cv-2057-FMO-SPx	N.D. Ill.
<i>Allagas v. BP Solar Int'l, Inc.</i>	14-cv-00560 (SI)	N.D. Cal.
<i>Amador v. Baca</i>	10-cv-1649	C.D. Cal.
<i>Amin v. Mercedes-Benz USA, LLC</i>	17-cv-01701-AT	N.D. Ga.
<i>Anger v. Accretive Health</i>	14-cv-12864	E.D. Mich.
<i>Arthur v. Sallie Mae, Inc.</i>	10-cv-00198-JLR	W.D. Wash.
<i>Atkins v. Nat'l. Gen. Ins. Co.</i>	16-2-04728-4	Wash. Super. Ct.
<i>Atl. Ambulance Corp. v. Cullum &amp; Hitti</i>	MRS-L-264-12	N.J. Super. Ct.
<i>Avila v. LifeLock Inc.</i>	15-cv-01398-SRB	D. Ariz.
<i>Backer Law Firm, LLC v. Costco Wholesale Corp.</i>	15-cv-327 (SRB)	W.D. Mo.
<i>Baker v. Equity Residential Mgmt., LLC</i>	18-cv-11175	D. Mass.
<i>Bankhead v. First Advantage Background Servs. Corp.</i>	17-cv-02910-LMM-CCB	N.D. Ga.
<i>Barclays Dark Pool Sec. Litig.</i>	14-cv-5797 (VM)	S.D.N.Y.
<i>Barrios v. City of Chicago</i>	15-cv-02648	N.D. Ill.
<i>Beezley v. Fenix Parts, Inc.</i>	17-cv-7896	N.D. Ill.
<i>Belanger v. RoundPoint Mortg. Servicing</i>	17-cv-23307-MGC	S.D. Fla.
<i>Beltran v. InterExchange, Inc.</i>	14-cv-3074	D. Colo.
<i>BlackRock Core Bond Portfolio v. Wells Fargo</i>	65687/2016	N.Y. Super. Ct.
<i>Bland v. Premier Nutrition Corp.</i>	RG19-002714	Cal. Super. Ct.
<i>Blasi v. United Debt Serv., LLC</i>	14-cv-0083	S.D. Ohio

CASE NAME	CASE NUMBER	LOCATION
<i>Bollenbach Enters. Ltd. P'ship. v. Oklahoma Energy Acquisitions</i>	17-cv-134	W.D. Okla.
<i>Boskie v. Backgroundchecks.com</i>	2019CP3200824	S.C. C.P.
<i>Boyd v. RREM Inc., d/b/a Winston</i>	2019-CH-02321	Ill. Cir. Ct.
<i>Bradley v. Honecker Cowling LLP</i>	18-cv-01929-CL	D. Or.
<i>Brna v. Isle of Capri Casinos</i>	17-cv-60144 (FAM)	S.D. Fla.
<i>Browning v. Yahoo!</i>	C04-01463 HRL	N.D. Cal.
<i>Bruzek v. Husky Oil Operations Ltd.</i>	18-cv-00697	W.D. Wis.
<i>Careathers v. Red Bull N. Am., Inc.</i>	13-cv-369 (KPF)	S.D.N.Y.
<i>Carillo v. Wells Fargo Bank, N.A.</i>	18-cv-03095	E.D.N.Y.
<i>Carmack v. Amaya Inc.</i>	16-cv-1884	D.N.J.
<i>Cecil v. BP Am. Prod. Co.</i>	16-cv-410 (RAW)	E.D. Okla.
<i>Chamblee v. TerraForm Power, Inc.</i>	16 MD 2742 (PKC)(AJP)	S.D.N.Y.
<i>Chester v. TJX Cos.</i>	15-cv-1437 (ODW) (DTB)	C.D. Cal.
<i>Chieftain Royalty Co. v. BP Am. Prod. Co.</i>	18-cv-00054-JFH-JFJ	N.D. Okla.
<i>Chieftain Royalty Co. v. Marathon Oil Co.</i>	17-cv-334	E.D. Okla.
<i>Chieftain Royalty Co. v. Newfield Exploration Mid-Continent Inc.</i>	17-cv-00336-KEW	E.D. Okla.
<i>Chieftain Royalty Co. v. SM Energy Co.</i>	18-cv-01225-J	W.D. Okla.
<i>Chieftain Royalty Co. v. XTO Energy, Inc.</i>	11-cv-00029-KEW	E.D. Okla.
<i>Christopher v. Residence Mut. Ins. Co.</i>	CIVDS1711860	Cal. Super. Ct.
<i>City of Los Angeles v. Bankrate, Inc.</i>	14-cv-81323 (DMM)	S.D. Fla.
<i>Cline v Sunoco, Inc.</i>	17-cv-313-JAG	E.D. Okla.
<i>Cline v. TouchTunes Music Corp.</i>	14-CIV-4744 (LAK)	S.D.N.Y.
<i>Cobell v. Salazar</i>	96-cv-1285 (TFH)	D.D.C.
<i>Common Ground Healthcare Coop. v. United States</i>	17-877C	F.C.C.
<i>Cooper Clark Found. v. Oxy USA</i>	2017-CV-000003	D. Kan.
<i>Corker v. Costco Wholesale Corp.</i>	19-cv-00290-RSL	W.D. Wash.
<i>Corona v. Sony Pictures Entm't Inc.</i>	14-CV-09600-RGK-E	C.D. Cal.
<i>Courtney v. Avid Tech., Inc.</i>	13-cv-10686-WGY	D. Mass.
<i>Dahy v. FedEx Ground Package Sys., Inc.</i>	GD-17-015638	C.P. Pa.
<i>Dargoltz v. Fashion Mkting &amp; Merch. Grp.</i>	2021-009781-CA-01	Fla. Cir. Ct.

CASE NAME	CASE NUMBER	LOCATION
<i>DASA Inv., Inc. v. EnerVest Operating LLC</i>	18-cv-00083-SPS	E.D. Okla.
<i>Davis v. Carfax, Inc.</i>	CJ-04-1316L	D. Okla.
<i>Davis v. State Farm Ins.</i>	19-cv-466	W.D. Ky.
<i>Davis v. Yelp Inc.</i>	18-cv-00400-EMC	N.D. Cal.
<i>DeFrees v. Kirkland and U.S. Aerospace, Inc.</i>	CV 11-04574	C.D. Cal.
<i>de Lacour v. Colgate-Palmolive Co.</i>	16-cv-8364-KW	S.D.N.Y.
<i>Delkener v. Cottage Health Sys.</i>	30-2016-847934 (CU) (NP) (CXC)	Cal. Super. Ct.
<i>DeMarco v. AvalonBay Communities, Inc.</i>	15-cv-00628-JLL-JAD	D.N.J.
<i>Deora v Nanthealth</i>	17-cv-01825-TJH-MRWx	C.D. Cal.
<i>Diel v Salal Credit Union</i>	19-2-10266-7 KNT	Wash. Super. Ct.
<i>Djoric v. Justin Brands, Inc.</i>	BC574927	Cal. Super. Ct.
<i>Doan v. CORT Furniture Rental Corp.</i>	30-2017-00904345-CU-BT-CXC	Cal. Super. Ct.
<i>Doan v. State Farm Gen. Ins. Co.</i>	1-08-cv-129264	Cal. Super. Ct.
<i>Donnenfeld v. Petro, Inc.</i>	17-cv-02310	E.D.N.Y.
<i>Dougherty v. Barrett Bus. Serv., Inc.</i>	17-2-05619-1	Wash. Super. Ct.
<i>Doughtery v. QuickSIUS, LLC</i>	15-cv-06432-JHS	E.D. Pa.
<i>Dover v. British Airways, PLC (UK)</i>	12-cv-5567	E.D.N.Y.
<i>Dwyer v. Snap Fitness, Inc.</i>	17-cv-00455-MRB	S.D. Ohio
<i>Edwards v. Arkansas Cancer Clinic, P.A.</i>	35CV-18-1171	Ark. Cir. Ct.
<i>Edwards v. Hearst Commc'ns., Inc.</i>	15-cv-9279 (AT) (JLC)	S.D.N.Y.
<i>Engquist v. City of Los Angeles</i>	BC591331	Cal. Super. Ct.
<i>Erica P. John Fund, Inc. v. Halliburton Co.</i>	02-cv-1152	N.D. Tex.
<i>Expedia Hotel Taxes &amp; Fees Litig.</i>	05-2-02060-1 (SEA)	Wash. Super. Ct.
<i>Family Med. Pharmacy LLC v. Impax Labs., Inc.</i>	17-cv-53	S.D. Ala.
<i>Family Med. Pharmacy LLC v. Trxade Grp. Inc.</i>	15-cv-00590-KD-B	S.D. Ala.
<i>Farmer v. Bank of Am.</i>	11-cv-00935-OLG	W.D. Tex.
<i>Farris v. Carlinville Rehab and Health Care Ctr.</i>	2019CH42	Ill. Cir. Ct.
<i>Fielder v. Mechanics Bank</i>	BC721391	Cal. Super. Ct.
<i>Finerman v. Marriott Ownership Resorts, Inc.</i>	14-cv-1154-J-32MCR	M.D. Fla.
<i>Fishon v. Premier Nutrition Corp.</i>	16-CV-06980-RS	N.D. Cal.
<i>Fitzgerald v. Lime Rock Res.</i>	CJ-2017-31	Okla. Dist. Ct.
<i>Folweiler v. Am. Family Ins. Co.</i>	16-2-16112-0	Wash. Super. Ct.

CASE NAME	CASE NUMBER	LOCATION
<i>Fosbrink v. Area Wide Protective, Inc.</i>	17-cv-1154-T-30CPT	M.D. Fla.
<i>Franklin v. Equity Residential</i>	651360/2016	N.Y. Super. Ct.
<i>Fresno Cnty. Employees Ret. Assoc. v. comScore Inc.</i>	16-cv-1820 (JGK)	S.D.N.Y.
<i>Frost v. LG Elec. MobileComm U.S.A., Inc.</i>	37-2012-00098755-CU-PL-CTL	Cal. Super. Ct.
<i>FTC v. Consumerinfo.com</i>	SACV05-801 AHS (MLGx)	C.D. Cal.
<i>FTC v. Reckitt Benckiser Grp. PLC</i>	19CV00028	W.D. Va.
<i>Gehrich v. Howe</i>	37-2018-00041295-CU-SL-CTL	N.D. Ga.
<i>Gonzalez v. Banner Bank</i>	20-cv-05151-SAB	E.D. Wash.
<i>Gonzalez-Tzita v. City of Los Angeles</i>	16-cv-00194	C.D. Cal.
<i>Gormley v. magicJack Vocaltec Ltd.</i>	16-cv-1869	S.D.N.Y.
<i>Graf v. Orbit Machining Co.</i>	2020CH03280	Ill. Cir. Ct.
<i>Gragg v. Orange Cab Co.</i>	C12-0576RSL	W.D. Wash.
<i>Granados v. Cnty. of Los Angeles</i>	BC361470	Cal. Super., Ct.
<i>Gudz v. Jemrock Realty Co., LLC</i>	603555/2009	N.Y. Super. Ct.
<i>Guevoura Fund Ltd. v. Sillerman</i>	15-cv-07192-CM	S.D.N.Y.
<i>Hahn v. Hanil Dev., Inc.</i>	BC468669	Cal. Super. Ct.
<i>Haines v. Washington Trust Bank</i>	20-2-10459-1	Wash. Super. Ct.
<i>Halperin v. YouFit Health Clubs</i>	18-cv-61722-WPD	S.D. Fla.
<i>Hanks v. Lincoln Life &amp; Annuity Co. of New York</i>	16-cv-6399 PKC	S.D.N.Y.
<i>Harrington v. Wells Fargo Bank NA</i>	19-cv-11180-RGS	D. Mass.
<i>Harris v. Chevron U.S.A., Inc.</i>	15-cv-00094	W.D. Okla.
<i>Hawker v. Pekin Ins. Co.</i>	20-cv-00830	S.D. Ohio
<i>Hay Creek Royalties, LLC v. Roan Res. LLC</i>	19-cv-00177-CVE-JFJ	N.D. Okla.
<i>Health Republic Ins. Co. v. United States</i>	16-259C	F.C.C.
<i>Henry Price Trust v Plains Mkting</i>	19-cv-00390-RAW	E.D. Okla.
<i>Hernandez v. Experian Info. Sols., Inc.</i>	05-cv-1070 (DOC) (MLGx)	C.D. Cal.
<i>Hernandez v. Wells Fargo Bank, N.A.</i>	18-cv-07354	N.D. Cal.
<i>Herrera v. Wells Fargo Bank, N.A.</i>	18-cv-00332-JVS-MRW	C.D. Cal.
<i>Hill v. Valli Produce of Evanston</i>	2019CH13196	Ill. Cir. Ct.
<i>Holmes v. LM Ins. Corp.</i>	19-cv-00466	M.D. Tenn.
<i>Holt v. Murphy Oil USA, Inc.</i>	17-cv-911	N.D. Fla.

CASE NAME	CASE NUMBER	LOCATION
<i>Horton v. Cavalry Portfolio Serv., LLC and Krejci v. Cavalry Portfolio Serv., LLC</i>	13-cv-0307-JAH-WVG and 16-cv-00211-JAH-WVG	C.D. Cal.
<i>Howell v. Checkr, Inc.</i>	17-cv-4305	N.D. Cal.
<i>Hoyte v. Gov't of D.C.</i>	13-cv-00569	D.D.C.
<i>Hufford v. Maxim Inc.</i>	19-cv-04452-ALC-RWL	S.D.N.Y.
<i>Huntzinger v. Suunto Oy</i>	37-2018-27159 (CU) (BT) (CTL)	Cal. Super. Ct.
<i>In re Air Cargo Shipping Servs. Antitrust Litig.</i>	06-md-1775 (JG) (VVP)	E.D.N.Y.
<i>In re Akorn, Inc. Sec. Litig.</i>	15-c-1944	N.D. Ill.
<i>In re Am. Express Fin. Advisors Sec. Litig.</i>	04 Civ. 1773 (DAB)	S.D.N.Y.
<i>In re AMR Corp. (Am. Airlines Bankr.)</i>	1-15463 (SHL)	S.D.N.Y.
<i>In re Auction Houses Antitrust Litig.</i>	00-648 (LAK)	S.D.N.Y.
<i>In re AudioEye, Inc. Sec. Litig.</i>	15-cv-163 (DCB)	D. Ariz.
<i>In re AXA Equitable Life Ins. Co. COI Litig.</i>	16-cv-740	S.D.N.Y.
<i>In re Banner Health Data Breach Litig.</i>	16-cv-02696	D. Ariz.
<i>In re Blue Cross Blue Shield Antitrust Litig.</i>	13-CV-20000-RDP	N.D. Ala.
<i>In re Bofl Holding, Inc. Sec. Litig.</i>	15-cv-02324-GPC-KSC	S.D. Cal.
<i>In re Broiler Chicken Antitrust Litig.</i>	16-cv-08637	N.D. Ill.
<i>In re Chaparral Energy, Inc.</i>	20-11947 (MFW)	D. Del. Bankr.
<i>In re Classmates.com</i>	C09-45RAJ	W.D. Wash.
<i>In re Cognizant Tech. Solutions Corp. Sec. Litig.</i>	16-6509	D.N.J.
<i>In re ConAgra Foods Inc.</i>	11-cv-05379-CJC-AGR	C.D. Cal.
<i>In re CRM Holdings, Ltd. Sec. Litig.</i>	10-cv-00975-RPP	S.D.N.Y.
<i>In re Equifax Inc. Customer Data Sec. Breach Litig.</i>	17-md-2800-TWT	N.D. Ga.
<i>In re Equifax Inc. Sec. Litig.</i>	17-cv-03463-TWT	N.D. Ga.
<i>In re General Motors LLC Ignition Switch Litig.</i>	14-md-2543	S.D.N.Y.
<i>In re Glob. Tel*Link Corp. Litig.</i>	14-CV-5275	W.D. Ark.
<i>In re GoPro, Inc. Shareholder Litig.</i>	CIV537077	Cal. Super. Ct.
<i>In re Guess Outlet Store Pricing</i>	JCCP No. 4833	Cal. Super. Ct.
<i>In re Helios and Matheson Analytics, Inc. Sec. Litig.</i>	18-cv-06965JGK	S.D.N.Y.
<i>In re Illumina, Inc. Sec. Litig.</i>	16-cv-03044-L-MSB	S.D. Cal.
<i>In re Initial Pub. Offering Sec. Litig. (IPO Sec. Litig.)</i>	No. 21-MC-92	S.D.N.Y.
<i>In re Intuit Data Litig.</i>	15-CV-1778-EJD	N.D. Cal.

CASE NAME	CASE NUMBER	LOCATION
<i>In re J.P. Morgan Stable Value Fund ERISA Litig.</i>	12-cv-02548-VSB	S.D.N.Y.
<i>In re Keurig Green Mountain Single-Serve Coffee Antitrust Litig. (Indirect-Purchasers)</i>	14-md-02542	S.D.N.Y.
<i>In re Legacy Reserves LP Preferred Unitholder Litig.</i>	2018-225 (JTL)	Del. Ch.
<i>In re LIBOR-Based Fin. Instruments Antitrust Litig.</i>	11-md-2262 (NRB)	S.D.N.Y.
<i>In re Mercedes-Benz Emissions Litig.</i>	16-cv-881 (KM) (ESK)	D.N.J.
<i>In re MyFord Touch Consumer Litig.</i>	13-cv-3072 (EMC)	N.D. Cal.
<i>In re Mylan N.V. Sec. Litig</i>	16-cv-07926-JPO	S.D.N.Y.
<i>In re Navistar MaxxForce Engines Mktg., Sales Practices and Prods. Liab. Litig.</i>	14-cv-10318	N.D. Ill.
<i>In re Novo Nordisk Sec. Litig.</i>	17-cv-00209-BRM-LHG	D.N.J.
<i>In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010</i>	2179 (MDL)	E.D. La.
<i>In re PHH Lender Placed Ins. Litig.</i>	12-cv-1117 (NLH) (KMW)	D.N.J.
<i>In re Pokémon Go Nuisance Litig.</i>	16-cv-04300	N.D. Cal.
<i>In re Polyurethane Foam Antitrust Litig.</i>	10-md-196 (JZ)	N.D. Ohio
<i>In re Pre-Filled Propane Tank Antitrust Litig.</i>	14-md-02567	W.D. Mo.
<i>In re Processed Egg Prod. Antitrust Litig.</i>	08-MD-02002	E.D. Pa.
<i>In re Resideo Tech., Inc. Sec. Litig.</i>	19-cv-02863	D. Minn.
<i>In re Resistors Antitrust Litig.</i>	15-cv-03820-JD	N.D. Cal.
<i>In re Rev Grp., Inc. Sec. Litig.</i>	18-cv-1268-LA	E.D. Wis.
<i>In re Rockwell Med. Inc. Stockholder Derivative Litig.</i>	19-cv-02373	E.D. N.Y.
<i>In re Saks Inc. Shareholder Litig.</i>	652724/2013	N.Y. Super. Ct.
<i>In re Sheridan Holding Co. I, LLC</i>	20-31884 (DRJ)	Bankr. S.D. Tex.
<i>In re Signet Jewelers Ltd, Sec. Litig.</i>	16-cv-06728-CM-SDA	S.D.N.Y.
<i>In re Snap Inc. Sec. Litig.</i>	17-cv-03679-SVW-AGR	C.D. Cal.
<i>In re Spectrum Brand Sec. Litig.</i>	19-cv-347-JDP	W.D. Wis.
<i>In re Stellantis N.V. v. Sec. Litig.</i>	19-CV-6770 (EK) (MMH)	E.D.N.Y.
<i>In re Stericycle, Inc. Sec. Litig.</i>	16-cv-07145	N.D. Ill.
<i>In re Stryker Rejuvenate and ABG II Hip Implant Prods. Liab. Litig.</i>	13-md-2441	D. Minn.
<i>In re Tenet Healthcare Corp. Sec.</i>	CV-02-8462-RSWL (Rzx)	C.D. Cal.
<i>In re Tesla Inc. Sec. Litig.</i>	18-cv-04865-EMC	N.D. Cal.



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<i>In re The Engle Trust Fund</i>	94-08273 CA 22	Fla. 11th Cir. Ct.
<i>In re Ubiquiti Networks Sec. Litig.</i>	18-cv-01620 (VM)	S.D.N.Y.
<i>In re Unilife Corp. Sec. Litig.</i>	16-cv-3976 (RA)	S.D.N.Y.
<i>In re Vale S.A. Sec. Litig.</i>	15 Civ. 09539 (GHW)	S.D.N.Y.
<i>In re Washington Mut. Inc. Sec. Litig.</i>	8-md-1919 (MJP)	W.D. Wash.
<i>In re Webloyalty.com, Inc. Mktg. &amp; Sales Practices Litig.</i>	06-11620-JLT	D. Mass.
<i>In re Wholesale Grocery Prod. Antitrust Litig.</i>	9-md-2090 (ADM) (TNL)	D. Minn.
<i>In re Williams Sec. Litig.</i>	02-CV-72-SPF (FHM)	N.D. Okla.
<i>In re Yahoo! Inc. Sec. Litig.</i>	17-cv-373	N.D. Cal.
<i>Jerome v. Elan 99, LLC</i>	2018-02263	Tx. Dist. Ct.
<i>Jet Capital Master Fund L.P. v. HRG Grp. Inc.</i>	21-cv-552-jdp	W.D. Wis.
<i>Jeter v. Bullseye Energy, Inc.</i>	12-cv-411 (TCK) (PJC)	N.D. Okla.
<i>Johnson v. Hyundai Capital Am.</i>	BC565263	Cal. Super. Ct.
<i>Johnson v. MGM Holdings, Inc.</i>	17-cv-00541	W.D. Wash.
<i>Johnston v. Camino Natural Res., LLC</i>	19-cv-02742-CMA-SKC	D. Colo.
<i>Jordan v. WP Co. LLC, d/b/a The Washington Post</i>	20-cv-05218	N.D. Cal.
<i>Kennedy v. McCarthy</i>	16-cv-2010-CSH	D. Conn.
<i>Kent v. R.L. Vallee, Inc.</i>	617-6-15	D. Vt.
<i>Kernen v. Casillas Operating LLC</i>	18-cv-00107-JD	W.D. Okla.
<i>Khona v. Subaru of Am., Inc.</i>	19-cv-09323-RMB-AMD	D.N.J.
<i>King v. Bumble Trading Inc.</i>	18-cv-06868-NC	N.D. Cal.
<i>Kissel v. Code 42 Software Inc.</i>	15-1936 (JLS) (KES)	C.D. Cal.
<i>Kokoszki v. Playboy Enter., Inc.</i>	19-cv-10302	E.D. Mich.
<i>Komesar v. City of Pasadena</i>	BC 677632	Cal. Super. Ct.
<i>Kommer v. Ford Motor Co.</i>	17-cv-00296-LEK-DJS	N.D.N.Y.
<i>Konecky v Allstate</i>	CV-17-10-M-DWM	D. Mont.
<i>Krueger v. Ameriprise Fin., Inc.</i>	11-cv-02781 (SRN/JSM)	D. Minn.
<i>Lambert v. Navy Fed. Credit Union</i>	19-cv-00103-LO-MSN	E.D. Va.
<i>Langan v. Johnson &amp; Johnson Consumer Co.</i>	13-cv-01471	D. Conn.
<i>Larson v. Allina Health Sys.</i>	17-cv-03835	D. Minn.
<i>Lee v. Hertz Corp., Dollar Thrifty Auto. Grp. Inc.</i>	CGC-15-547520	Cal. Super. Ct.



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<i>Levy v. Dolgencorp, LLC</i>	20-cv-01037-TJC-MCR	M.D. Fla.
<i>Linderman v. City of Los Angeles</i>	BC650785	Cal. Super. Ct.
<i>Linkwell Corp. Sec. Litig.</i>	16-cv-62506	S.D. Fla.
<i>Linneman v. Vita-Mix Corp.</i>	15-cv-748	S.D. Ohio
<i>Lion Biotechnologies Sec. Litig.</i>	17-cv-02086-SI	N.D. Cal.
<i>Liotta v. Wolford Boutiques, LLC</i>	16-cv-4634	N.D. Ga.
<i>Lippert v. Baldwin</i>	10-cv-4603	N.D. Ill.
<i>Lloyd v. CVB Fin. Corp.</i>	10-cv-6256 (CAS)	C.D. Cal.
<i>Loblaw Card Program</i>	Remediation Program	
<i>Lord Abbett Affiliated Fund, Inc. v. Navient Corp.</i>	16-cv-112	D. Del.
<i>Mabrey v. Autovest</i>	CGC-18-566617	Cal. Super. Ct.
<i>Machado v. Endurance Int'l Grp. Holdings Inc.</i>	15-cv-11775-GAO	D. Mass.
<i>Macias v. Los Angeles County Dept. of Water and Power</i>	BC594049	Cal. Super. Ct.
<i>Malin v. Ambry Genetics Corp.</i>	30-2018-00994841-CU-SL-CXC	Cal. Super. Ct.
<i>Malone v. Western Digital Corp.</i>	20-cv-03584-NC	N.D. Cal.
<i>Marical v. Boeing Employees' Credit Union</i>	19-2-20417-6	Wash. Super. Ct.
<i>Martinelli v. Johnson &amp; Johnson</i>	15-cv-01733-MCE-DB	E.D. Cal.
<i>McClellan v. Chase Home Fin.</i>	12-cv-01331-JGB-JEM	C.D. Cal.
<i>McClintock v. Continuum Producer Serv., LLC</i>	17-cv-00259-JAG	E.D. Okla.
<i>McClintock v Enter.</i>	16-cv-00136-KEW	E.D. Okla.
<i>McGann v. Schnuck Markets Inc.</i>	1322-CC00800	Mo. Cir. Ct.
<i>McGraw v. Geico Gen. Ins. Co.</i>	15-2-07829-7	Wash. Super. Ct.
<i>McKibben v. McMahon</i>	14-2171 (JGB) (SP)	C.D. Cal.
<i>McKnight Realty Co. v. Bravo Arkoma, LLC</i>	17-CIV-308 (KEW)	E.D. Okla.
<i>McNeill v. Citation Oil &amp; Gas Corp.</i>	17-CIV-121 (KEW)	E.D. Okla.
<i>McWilliams v. City of Long Beach</i>	BC361469	Cal. Super. Ct.
<i>Messner v. Cambridge Real Estate Servs., Inc.</i>	19CV28815	Or. Cir. Ct.
<i>Mild v. PPG Indus., Inc.</i>	18-cv-04231	C.D. Cal.
<i>Miller Revocable Trust v DCP Operating Co., LP</i>	18-cv-00199-JH	E.D. Okla.
<i>Miller v. Carrington Mortg. Serv., LLC</i>	19-cv-00016-JDL	D. Me.
<i>Miller v. Guenther Mgmt. LLC</i>	20-2-02604-32	Wash. Super. Ct.

CASE NAME	CASE NUMBER	LOCATION
<i>Miller v. Mut. of Enumclaw Ins. Co.</i>	19-2-12357-1	Wash. Super. Ct.
<i>Milstead v. Robert Fiance Beauty Sch., Inc.</i>	CAM-L-328-16	N.J. Super. Ct.
<i>Moeller v. Advance Magazine Publishers, Inc.</i>	15-cv-05671 (NRB)	S.D.N.Y.
<i>Mojica v. Securus Techs., Inc.</i>	14-cv-5258	W.D. Ark.
<i>Molnar v. 1-800-Flowers Retail, Inc.</i>	BC 382828	Cal. Super. Ct.
<i>Monteleone v. Nutro Co.</i>	14-cv-00801-ES-JAD	D.N.J.
<i>Moodie v. Maxim HealthCare Servs.</i>	14-cv-03471-FMO-AS	C.D. Cal.
<i>Muir v. Early Warning Servs., LLC</i>	16-cv-00521	D.N.J.
<i>Murphy v. Precision Castparts Corp.</i>	16-cv-00521-sb	D. Or.
<i>Mylan Pharm., Inc. v. Warner Chilcott Pub. Ltd.</i>	12-3824	E.D. Pa.
<i>Nasseri v. Cytosport, Inc.</i>	BC439181	Cal. Super. Ct.
<i>Nesbitt v. Postmates, Inc.</i>	CGC-15-547146	Cal. Super. Ct.
<i>New Orleans Tax Assessor Project</i>	Tax Assessment Program	
<i>New York v. Steven Croman</i>	450545/2016	N.Y. Super. Ct.
<i>NMPA Late Fee Program Grps. I-IVA</i>	Remediation Program	CRB
<i>Noble v. Northland</i>	UWY-CV-16-6033559-S	Conn. Super. Ct.
<i>Novoa v. The GEO Grp., Inc.</i>	17-cv-02514-JGB-SHK	C.D. Cal.
<i>Nozzi v. Housing Auth. of the City of Los Angeles</i>	CV 07-0380 PA (FFMx)	C.D. Cal.
<i>Nwabueza v. AT&amp;T</i>	C 09-01529 SI	N.D. Cal.
<i>Nwauzor v. GEO Grp., Inc.</i>	17-cv-05769	W.D. Wash.
<i>O'Donnell v. Fin. Am. Life Ins. Co.</i>	14-cv-01071	S.D. Ohio
<i>Ollila v. Babcock &amp; Wilcox Enter., Inc.</i>	17-cv-00109	W.D.N.C.
<i>Ostendorf v. Grange Indem. Ins. Co.</i>	19-cv-01147-ALM-KAJ	S.D. Ohio
<i>Paetzold v. Metro. Dist. Comm'n</i>	X07-HHD-CV-18-6090558-S	Conn. Super. Ct.
<i>Paggos v. Resonant, Inc.</i>	15-cv-01970-SJO	C.D. Cal.
<i>Palazzolo v. Fiat Chrysler Auto. NV</i>	16-cv-12803	E.D. Mich.
<i>Palmer v City of Anaheim</i>	30-2017-00938646	Cal. Super. Ct.
<i>Parker v. Time Warner Entm't Co.</i>	239 F.R.D. 318	E.D.N.Y.
<i>Parker v. Universal Pictures</i>	16-cv-1193-CEM-DCI	M.D. Fla.
<i>Parmelee v. Santander Consumer USA Holdings Inc.</i>	16-cv-783-K	N.D. Tex.
<i>Patrick v. Volkswagen Grp. of Am., Inc.</i>	19-cv-01908-MCS-ADS	C.D. Cal.
<i>Pauper Petroleum, LLC v. Kaiser-Francis Oil Co.</i>	19-cv-00514-JFH-JFJ	N.D. Okla.

CASE NAME	CASE NUMBER	LOCATION
<i>Pearlstein v. BlackBerry Ltd.</i>	13-cv-7060	S.D.N.Y.
<i>Pemberton v. Nationstar Mortg. LLC</i>	14-cv-1024-BAS (MSB)	S.D. Cal.
<i>Pena v. Wells Fargo Bank</i>	19-cv-04065-MMC-TSH	N.D. Cal.
<i>Perez v. DIRECTV</i>	16-cv-01440-JLS-DFM	C.D. Cal.
<i>Perez v. Wells Fargo Co.</i>	17-cv-00454-MMC	N.D. Cal.
<i>Perrigo Sec. Litig.</i>	16-CV-2805-MCA-LDW	D.N.J.
<i>Peterson v. Apria Healthcare Grp., Inc.</i>	19-cv-00856	M.D. Fla.
<i>Petersen v. Costco Wholesale Co.</i>	13-cv-01292-DOC-JCG	C.D. Cal.
<i>Phillips v. Hobby Lobby Stores, Inc.</i>	18-cv-01645-JHE; 16-cv-837-JHE	N.D. Ala.
<i>Pierce v Anthem Ins. Cos.</i>	15-cv-00562-TWP-TAB	S. D. Ind.
<i>Pine Manor Investors v. FPI Mgmt., Inc.</i>	34-2018-00237315	Cal. Super. Ct.
<i>Pinon v. Mercedes-Benz USA, LLC and Daimler AG</i>	18-cv-3984	N.D. Ga.
<i>Plymouth Cnty. Ret. Sys. v. GTT Commc'n, Inc.</i>	19-cv-00982-CMH-MSN	E.D. Va.
<i>Podawiltz v. Swisher Int'l, Inc.</i>	16CV27621	Or. Cir. Ct.
<i>Prause v. TechnipFMC PLC</i>	7-cv-2368	S.D. Tex.
<i>Press v. J. Crew Grp., Inc.</i>	56-2018-512503 (CU) (BT) (VTA)	Cal. Super. Ct.
<i>Purcell v. United Propane Gas, Inc.</i>	14-CI-729	Ky. 2nd Cir.
<i>Quezada v. Arbitersports, LLC</i>	20-cv-05193-TJS	E.D. Pa.
<i>Raider v. Archon Corp.</i>	A-15-712113-B	D. Nev.
<i>Ramos v. Hopele of Fort Lauderdale, LLC</i>	17-cv-62100	S.D. Fla.
<i>Rayburn v. Santander Consumer USA, Inc.</i>	18-cv-1534	S.D. Ohio
<i>RCC, P.S. v. Unigard Ins. Co.</i>	19-2-17085-9	Wash. Super. Ct.
<i>Reirdon v. Cimarex Energy Co.</i>	16-CIV-113 (KEW)	E.D. Okla.
<i>Reirdon v. XTO Energy Inc.</i>	16-cv-00087-KEW	E.D. Okla.
<i>Rhea v. Apache Corp.</i>	14-cv-00433-JH	E.D. Okla.
<i>Rice v. Insync</i>	30-2014-00701147-CU-NP-CJC	Cal. Super. Ct.
<i>Rice-Redding v. Nationwide Mut. Ins. Co.</i>	18-cv-01203	N.D. Ga.
<i>Rich v. EOS Fitness Brands, LLC</i>	RIC1508918	Cal. Super. Ct.
<i>Rick Nelson Co. v. Sony Music Ent.</i>	18-cv-08791	S.D.N.Y.
<i>Rocchio v. Rutgers, The State Univ. of New Jersey</i>	MID-L-003039-20	N.J. Super. Ct.
<i>Rollo v. Universal Prop. &amp; Cas. Ins.</i>	2018-027720-CA-01	Fla. Cir. Ct.

CASE NAME	CASE NUMBER	LOCATION
<i>Rosado v. Barry Univ., Inc.</i>	20-cv-21813	S.D. Fla.
<i>Rose v Array Biopharma Inc.</i>	17cv2789	D. Colo.
<i>Roth v. GEICO Gen. Ins. Co. and Joffe v. GEICO Indem. Co.</i>	16-cv-62942	S.D. Fla.
<i>Routh v. SEIU Healthcare 775NW</i>	14-cv-00200	W.D. Wash.
<i>Ruppel v. Consumers Union of United States, Inc.</i>	16-cv-2444 (KMK)	S.D.N.Y.
<i>Russett v. Nw. Mut. Life Ins. Co.,</i>	19-cv-07414-KMK	S.D.N.Y.
<i>Saccoccio v. JP Morgan Chase</i>	13-cv-21107	S.D. Fla.
<i>Salgado v. UPMC Jameson</i>	30008-18	C.P. Pa.
<i>San Antonio Fire &amp; Police Pension Fund v. Dole Food Co.</i>	15-cv-1140 (LPS)	E.D. Del.
<i>Sanchez v. Centene Corp.</i>	17-cv-00806-AGF	E.D. Mo.
<i>Sanders v. Glob. Research Acquisition, LLC</i>	18-cv-00555	M.D. Fla.
<i>Sandoval v. Merlex Stucco Inc.</i>	BC619322	Cal. Super. Ct.
<i>Santa Barbara Channelkeeper v. State Water Res. Control Bd.</i>	37-2020-00005776	Cal. Super. Ct.
<i>Schlesinger v. Ticketmaster</i>	BC304565	Cal. Super. Ct.
<i>Schulte v. Liberty Ins. Corp.</i>	19-cv-00026	S.D. Ohio
<i>Schwartz v. Intimacy in New York, LLC</i>	13-cv-5735 (PGG)	S.D.N.Y.
<i>Schwartz v. Opus Bank</i>	16-cv-7991 (AB) (JPR)	C.D. Cal.
<i>SEB Inv. Mgmt. AB v. Endo Int'l PLC</i>	17-cv-3711-TJS	E.D. Pa.
<i>SEC v. Brian Lines, Fair Fund</i>	07-cv-11387 (DLC)	S.D.N.Y.
<i>SEC v. Henry Ford and Fallcatcher, Inc.</i>	19-cv-02214-PD	E.D. Pa.
<i>Seegert v. P.F. Chang's China Bistro</i>	37-2017-00016131-CU-MC-CTL	Cal. Super. Ct.
<i>Shah v Zimmer Biomet Holdings, Inc.</i>	16-cv-00815-PPS-MGG	N.D. Ind.
<i>Sidibe v. Sutter Health</i>	12-cv-4854-LB	N.D. Cal.
<i>Smith v. Pulte Home Corp.</i>	30-2015-00808112-CU-CD-CXC	Cal. Super. Ct.
<i>Snap Derivative Settlement</i>	18STCV09365; BC720152; 19STCV08413	Cal. Super. Ct.
<i>Soderstrom v. MSP Crossroads Apartments LLC</i>	16-cv-233 (ADM) (KMM)	D. Minn.
<i>Solberg v. Victim Serv., Inc.</i>	14-cv-05266-VC	N.D. Cal.
<i>Sonner v. Schwabe N. Am., Inc.</i>	15-cv-01358 VAP (SPx)	C.D. Cal.
<i>Speed v. JMA Energy Co., LLC</i>	CJ-2016-59	Okla. Dist. Ct.

CASE NAME	CASE NUMBER	LOCATION
<i>Staats v. City of Palo Alto</i>	2015-1-CV-284956	Cal. Super. Ct.
<i>Stanley v. Capri Training Ctr.</i>	ESX-L-1182-16	N.J. Super. Ct.
<i>Steele v. PayPal, Inc.</i>	05-CV-01720 (ILG) (VVP)	E.D.N.Y.
<i>Stein v. Eagle Bancorp, Inc.</i>	19-cv-06873-LGS	S.D.N.Y.
<i>Steinberg v. Opko Health, Inc.</i>	18-cv-23786-JEM	S.D. Fla.
<i>Stewart v. Early Warning Serv., LLC</i>	18-cv-3277	D.N.J.
<i>Stier v. PEMCO Mut. Ins. Co.</i>	18-2-08153-5	Wash. Super. Ct.
<i>Stillman v. Clermont York Assocs. LLC</i>	603557/09E	N.Y. Super. Ct.
<i>Strickland v. Carrington Mortg. Servs., LLC</i>	16-cv-25237	S.D. Fla.
<i>Strougo v. Lannett Co.</i>	18-cv-3635	E.D. Pa.
<i>Stuart v. State Farm Fire &amp; Cas. Co.</i>	14-cv-04001	W.D. Ark.
<i>Sudunagunta v. NantKwest, Inc.</i>	16-cv-01947-MWF-JEM	C.D. Cal.
<i>Sullivan v Wenner Media LLC</i>	16-cv-00960-JTN-ESC	W.D. Mich.
<i>Swafford v. Ovintiv Exploration Inc.</i>	21-cv-00210-SPS	E.D. Okla.
<i>Swetz v. GSK Consumer Health, Inc.</i>	20-cv-04731	S.D.N.Y.
<i>Swinton v. SquareTrade, Inc.</i>	18-CV-00144-SMR-SBJ	S.D. Iowa
<i>Terrell v. Costco Wholesale Corp.</i>	16-2-19140-1-SEA	Wash. Super. Ct.
<i>Tile Shop Stockholders Litig.</i>	2019-0892-SG	Del. Ch.
<i>Timberlake v. Fusione, Inc.</i>	BC 616783	Cal. Super. Ct.
<i>Tkachyk v. Traveler's Ins.</i>	16-28-m (DLC)	D. Mont.
<i>T-Mobile Remediation Program</i>	Remediation Program	
<i>Townes, IV v. Trans Union, LLC</i>	04-1488-JJF	D. Del.
<i>Townsend v. G2 Secure Staff</i>	18STCV04429	Cal. Super. Ct.
<i>Trepte v. Bionaire, Inc.</i>	BC540110	Cal. Super. Ct.
<i>Tyus v. Gen. Info. Sols. LLC</i>	2017CP3201389	S.C. C.P.
<i>Udeen v. Subaru of Am., Inc.</i>	10-md-196 (JZ)	D.N.J.
<i>United States v. City of Austin</i>	14-cv-00533-LY	W.D. Tex.
<i>United States v. City of Chicago</i>	16-c-1969	N.D. Ill.
<i>United States v. Greyhound Lines, Inc.</i>	16-67-RGA	D. Del.
<i>USC Student Health Ctr. Settlement</i>	18-cv-04258-SVW	C.D. Cal.
<i>Van Jacobs v. New World Van Lines, Inc.</i>	2019CH02619	Ill. Cir. Ct.
<i>Vasquez v. Libre by Nexus, Inc.</i>	17-cv-00755-CW	N.D. Cal.

CASE NAME	CASE NUMBER	LOCATION
<i>Vassalle v. Midland Funding LLC</i>	11-cv-00096	N.D. Ohio
<i>Viesse v. Saar's Inc.</i>	17-2-7783-6 (SEA)	Wash. Super. Ct.
<i>Wahl v. Yahoo! Inc.</i>	17-cv-2745 (BLF)	N.D. Cal.
<i>Watson v. Checkr, Inc.</i>	19-CV-03396-EMC	N.D. Cal.
<i>Weimar v. Geico Advantage Ins. Co.</i>	19-cv-2698-JTF-tmp	W.D. Tenn.
<i>WellCare Sec. Litig.</i>	07-cv-01940-VMC-EAJ	M.D. Fla.
<i>White Family Minerals, LLC v. EOG Res., Inc.</i>	19-cv-409-KEW	E.D. Okla.
<i>Williams v. Children's Mercy Hosp.</i>	1816-CV 17350	Mo. Cir. Ct.
<i>Williams v. Weyerhaeuser Co.</i>	995787	Cal. Super. Ct.
<i>Wills v. Starbucks Corp.</i>	17-cv-03654	N.D. Ga.
<i>Wilner v. Leopold &amp; Assoc,</i>	15-cv-09374-PED	S.D.N.Y.
<i>Wilson v. LSB Indus., Inc</i>	15-cv-07614-RA-GWG	S.D.N.Y.
<i>Wornicki v. Brokerpriceopinion.com, Inc.</i>	13-cv-03258 (PAB) (KMT)	D. Colo.
<i>Wright v. Lyft, Inc.</i>	14-cv-00421-BJR	W.D. Wash.
<i>Wright v. Southern New Hampshire Univ.</i>	20-cv-00609	D.N.H.
<i>Yamagata v. Reckitt Benckiser, LLC</i>	17-cv-03529-CV	N.D. Cal.
<i>Yates v. Checkers</i>	17-cv-09219	N.D. Ill.
<i>Yeske v. Macoupin Energy</i>	2017-L-24	Ill. Cir. Ct.

**- EXHIBIT B -**

## Porsche Gasoline Emissions Settlement

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

Porsche and Volkswagen (the “Defendants”)<sup>1</sup> have agreed to a Consumer Class Action Settlement Agreement and Release (the “Settlement”) to resolve claims that certain Porsche-branded gasoline vehicles sold or leased in the United States produce excess emissions and/or obtain worse fuel economy on the road than in testing conditions. Porsche and Volkswagen deny the claims but have decided to settle. The Court has not decided who is right. The purpose of this notice is to inform you of the proposed class action settlement so you may decide what to do.

Under the Settlement, maximum cash payments range from approximately \$200 to \$1,100 for original and sole owners of the Class Vehicles, depending on the model and model year of the vehicle. Former owners, lessees, and non-original owners may be eligible to claim compensation. Certain Class Vehicles will receive compensation based on changes to fuel economy, which will be reflected in an updated Monroney Label, and payments for those vehicles will vary based on months of ownership/lease. Furthermore, Class Vehicles with Sport+ Mode that are part of the ongoing Sport+ emissions recall will receive an additional \$250 for completion of the recall. The total value of the Settlement is at least \$80 million. **Please visit the Settlement Website to calculate your potential compensation.**

Specifically, the Settlement resolves claims that the miles-per-gallon (“MPG”) indicated on the “Monroney” fuel economy labels on certain Porsche gasoline vehicles may not be accurate (the “Fuel Economy Class Vehicles”); that certain vehicles may exceed emission limits when driven in the user-selectable PDK Sport or Sport+ Mode (the “Sport+ Class Vehicles”); and that certain vehicles were conceivably impacted by the same issues, but testing did not identify deviations (the “Other Class Vehicles”). Together, the Fuel Economy Class Vehicles, Sport+ Class Vehicles, and Other Class Vehicles are called the “Class Vehicles.”

### CLASS VEHICLES

Make	Model Code	Carline	Derivative	Transmission	Model Year(s)
Porsche	982	Boxster/Cayman	Base	AT/MT	2017-2019
Porsche	982	Boxster/Cayman	S	AT/MT	2017-2019
Porsche	982	Boxster/Cayman	GTS	AT/MT	2018-2019
Porsche	981 I	Boxster/Cayman	Base	AT/MT	2013-2016
Porsche	981 I	Boxster/Cayman	S	AT/MT	2013-2016
Porsche	981 I	Boxster/Cayman	GTS	AT/MT	2015-2016
Porsche	981 I	Boxster	Spyder	MT	2016
Porsche	981 I	Cayman	GT4	MT	2016
Porsche	987 I	Boxster/Cayman	Base	AT/MT	2005-2008
Porsche	987 I	Boxster/Cayman	S	AT/MT	2005-2008
Porsche	987 II	Boxster/Cayman	Base	AT/MT	2009-2012
Porsche	987 II	Boxster/Cayman	S	AT/MT	2009-2012
Porsche	987 II	Boxster	Spyder	AT/MT	2011-2012
Porsche	987 II	Cayman	R	AT/MT	2012

<sup>1</sup> Capitalized terms have the meaning assigned to them in the Settlement Agreement, unless otherwise noted.



<b>Make</b>	<b>Model Code</b>	<b>Carline</b>	<b>Derivative</b>	<b>Transmission</b>	<b>Model Year(s)</b>
Porsche	991 I	Carrera Coupe/Cabrio/Targa	Base	AT/MT	2012-2016
Porsche	991 I	Carrera Coupe/Cabrio/Targa	S	AT/MT	2012-2016
Porsche	991 I	Carrera Coupe/Cabrio	Turbo	AT	2014-2016
Porsche	991 I	Carrera Coupe/Cabrio	Turbo S	AT	2014-2016
Porsche	991 I	Carrera Coupe/Cabrio/Targa	GTS	AT/MT	2015-2016
Porsche	991 I	911	GT3	AT	2014-2016
Porsche	991 I	911	GT3 RS	AT	2016
Porsche	991 I	911	R	MT	2016
Porsche	991 II	Carrera Coupe/Cabrio/Targa	Base	AT/MT	2017-2019
Porsche	991 II	Carrera Coupe/Cabrio/Targa	S	AT/MT	2017-2019
Porsche	991 II	Carrera Coupe/Cabrio/Targa	GTS	AT/MT	2017-2019
Porsche	991 II	Carrera	T	AT/MT	2018-2019
Porsche	991 II	Carrera Coupe/Cabrio	Turbo	AT	2017-2019
Porsche	991 II	Carrera Coupe/Cabrio	Turbo S	AT	2017-2019
Porsche	991 II	911	GT3	AT/MT	2018
Porsche	991 II	911	GT2 RS	AT	2018
Porsche	997 I	Carrera Coupe/Cabrio/Targa	Base	AT/MT	2005-2008
Porsche	997 I	Carrera Coupe/Cabrio/Targa	S	AT	2005-2008
Porsche	997 I	Carrera Coupe/Cabrio	Turbo	AT/MT	2007-2009
Porsche	997 I	911	GT3	MT	2007-2008
Porsche	997 I	911	GT3 RS	MT	2007-2008
Porsche	997 I	911	GT2	MT	2008-2009
Porsche	997 II	Carrera Coupe/Cabrio/Targa	Base	AT/MT	2009-2012
Porsche	997 II	Carrera Coupe/Cabrio/Targa	S	AT/MT	2009-2012
Porsche	997 II	911 Coupe/Cabrio	GTS	AT/MT	2011-2012
Porsche	997 II	911	Speedster	AT	2011
Porsche	997 II	911 Coupe/Cabrio	Turbo	AT/MT	2010-2013
Porsche	997 II	911 Coupe/Cabrio	Turbo S	AT	2011-2013
Porsche	997 II	911	GT3	MT	2010-2011
Porsche	997 II	911	GT3 RS	MT	2010-2011
Porsche	E1 I	Cayenne	Base	AT/MT	2005-2006
Porsche	E1 I	Cayenne	S	AT	2005-2006
Porsche	E1 I	Cayenne	Turbo	AT	2005-2006
Porsche	E1 I	Cayenne	Turbo S	AT	2006
Porsche	E1 II	Cayenne	Base	AT/MT	2008-2010
Porsche	E1 II	Cayenne	S	AT	2008-2010
Porsche	E1 II	Cayenne	GTS	AT/MT	2008-2010
Porsche	E1 II	Cayenne	Turbo	AT	2008-2010

YOUR LEGAL RIGHTS UNDER THE SETTLEMENT ARE AFFECTED EVEN IF YOU DO NOTHING.  
PLEASE READ THIS NOTICE CAREFULLY.

QUESTIONS? Go to [www.PorscheGasolineSettlementUSA.com](http://www.PorscheGasolineSettlementUSA.com) or call [phone]

Make	Model Code	Carline	Derivative	Transmission	Model Year(s)
Porsche	E1 II	Cayenne	Turbo S	AT	2009-2010
Porsche	E2 I	Cayenne	Base	AT/MT	2011-2014
Porsche	E2 I	Cayenne	S	AT	2011-2014
Porsche	E2 I	Cayenne	Turbo	AT	2011-2014
Porsche	E2 I	Cayenne	GTS	AT	2013-2014
Porsche	E2 I	Cayenne	Turbo S	AT	2014
Porsche	E2 II	Cayenne	Base	AT	2016-2018
Porsche	E2 II	Cayenne	S	AT	2015-2018
Porsche	E2 II	Cayenne	Turbo	AT	2015-2018
Porsche	E2 II	Cayenne	Turbo S	AT	2016-2018
Porsche	E2 II	Cayenne	GTS	AT	2016-2018
Porsche	G1 I	Panamera	Base	AT	2011-2013
Porsche	G1 I	Panamera	S	AT	2010-2013
Porsche	G1 I	Panamera	GTS	AT	2013
Porsche	G1 I	Panamera	Turbo	AT	2010-2013
Porsche	G1 I	Panamera	Turbo S	AT	2012-2013
Porsche	G1 II	Panamera	Base	AT	2014-2016
Porsche	G1 II	Panamera	S	AT	2014-2016
Porsche	G1 II	Panamera	Turbo	AT	2014-2016
Porsche	G1 II	Panamera	Turbo S	AT	2014-2016
Porsche	G1 II	Panamera	GTS	AT	2014-2016
Porsche	G2 I	Panamera	Base	AT	2017-2018
Porsche	G2 I	Panamera	S	AT	2017-2018
Porsche	G2 I	Panamera	Turbo	AT	2017-2020
Porsche	G2 I	Panamera	Turbo ST	AT	2018-2020
Porsche	Macan	Macan	Base	AT	2017-2018
Porsche	Macan	Macan	S	AT	2015-2018
Porsche	Macan	Macan	GTS	AT	2017-2018
Porsche	Macan	Macan	Turbo	AT	2015-2018

### ***Fuel Economy Class Vehicles***

The Parties identified the Fuel Economy Class Vehicles through a rigorous and lengthy analysis and testing process. Based on the test results, this Settlement offers cash payment to current and former owners and lessees of the Fuel Economy Class Vehicles to fully compensate them for their vehicles' potential increased fuel consumption. Based on that testing and analysis, the Parties have identified the Fuel Economy Class Vehicles identified in Question 4 below for which testing indicated that the rounded fuel economy may have been one or two miles per gallon less in the City, Highway and/or Combined values than what was shown on the Monroney fuel economy label of those vehicles at the time of their initial sale or lease. These vehicles are eligible for Settlement compensation even though some of the fuel economy differences may have resulted from the aging of the relevant vehicle,

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rounding in the calculation of MPG results, or various other factors that may have impacted the test results. The Settlement compensation for the Fuel Economy Class Vehicles varies based on each vehicle's change in fuel economy, as well as the periods of ownership or lease. Questions 4 and 5 of this Notice address the specific compensation for the Fuel Economy Class Vehicles.

***Sport+ Class Vehicles***

The Sport+ Class Vehicles were similarly identified through extensive analysis and vehicle testing. Porsche has offered or expects to offer current owners of Sport+ Class Vehicles a regulator-approved repair that will reduce their vehicles' emissions in Sport+ Mode to comply with the relevant regulatory limits, along with an automatic \$250 cash payment upon completion of the repair. If a repair is not made available for a Sport+ Class Vehicle, current owners of those vehicles will still be entitled to the \$250 Sport+ cash payment (described in Questions 4 and 7).

***Other Class Vehicles***

The Parties believe their testing covered all affected vehicles. It is possible, however, that certain Other Class Vehicles were impacted, even though no deviations were identified through testing. In an abundance of caution, Defendants will offer compensation to the owners and lessees of these vehicles as well (described in Question 4).

You are a Class Member if you own, lease, or previously owned or leased a Fuel Economy Class Vehicle or Other Class Vehicle as of **[preliminary approval date]**, or if you own a Sport+ Class Vehicle and complete the Sport+ Emissions Compliant Repair during your ownership. Class Members are encouraged to submit a claim with the required documentation online. The total amount of potential compensation to the Class through this Settlement is at least \$80 million, and any money that is not distributed to Class Members will be directed to environmental remediation efforts approved by the Court.

For their work in securing this Settlement, Class Counsel will request up to 30% of the settlement value in attorneys' fees, plus reasonable costs. Class Counsel will also request service awards of up to \$250 for the named Class Representatives who brought this lawsuit. If approved by the Court, the attorneys' fees and costs, and Class Representative service awards, will be paid out of the Settlement fund. As a condition of settlement, Defendants will not pay attorneys' fees and costs to any attorneys other than Settlement Class Counsel and attorneys authorized to perform work by Settlement Class Counsel.

This Notice is only a summary of the Settlement. The full details of the Settlement are available at [www.PorscheGasolineSettlementUSA.com](http://www.PorscheGasolineSettlementUSA.com).

**What This Notice Contains**

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## BASIC INFORMATION

### 1. What options do I have?

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT	
<b>PARTICIPATE BY FILING A CLAIM</b>	To obtain compensation under this Settlement, you must submit a valid claim. Please refer to Questions 6 and 7 for details on how to submit a valid claim.  <b>You can submit your claim now</b> , and must electronically submit or postmark it no later than <b>[Claims Deadline]</b> . This schedule may change, so please visit the official Settlement Website ( <a href="http://www.PorscheGasolineSettlementUSA.com">www.PorscheGasolineSettlementUSA.com</a> ) regularly for updates.
<b>REQUEST EXCLUSION</b>	If you wish to exclude yourself from the Settlement, you must submit a request to exclude yourself from, or “opt out” of, the Settlement, by <b>[Opt out deadline]</b> . If you do so, you will receive no compensation under this Settlement, but you will preserve your rights to sue the Defendants over the claims being resolved by this Settlement. Please refer to Questions 16 – 19 for further detail.
<b>OBJECT</b>	If you wish to object to the Settlement, you may write to the Court explain what you dislike about the Settlement. You must submit your objection by <b>[Objection deadline]</b> . If you object to the Settlement, you are expressing your views about the Settlement but you will remain a member of the Class (if you are otherwise eligible) and you will still release the claims covered by this Settlement. If you make an objection, you must still submit a claim to receive compensation under the Settlement. Please refer to Questions 23 and 24 for further details.
<b>GO TO A HEARING</b>	If you object to the Settlement as described above, you may ask to speak in Court about the fairness of the Settlement. Please refer to Questions 25 – 27 for further details.

## CLASS MEMBERSHIP

### 2. Am I included in the Settlement?

You are included in the Settlement if you own, lease, or previously owned or leased a Fuel Economy Class Vehicle or Other Class Vehicle as of [preliminary approval date], or if you own a Sport+ Class Vehicle and complete the Sport+ Emissions Compliant Repair during your ownership, unless such a repair is not made available.

The list of Fuel Economy Class Vehicles, Sport+ Class Vehicles, and Other Class Vehicles is found in the Introduction to this Notice, in Section 2.14 of the Settlement, and in the answer to Question 4, below.

If you are not sure whether you are included in the Settlement, please visit the official settlement website, [www.PorscheGasolineSettlementUSA.com](http://www.PorscheGasolineSettlementUSA.com), or call [Phone].

### 3. Is anyone excluded from the Settlement?

The following entities and individuals are **excluded** from the Class:

- Defendants’ officers, directors and employees and participants in the Porsche Associate Lease Program; Defendants’ affiliates and affiliates’ officers, directors and employees; Defendants’ distributors and distributors’ officers, directors and employees;

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- Judicial officers and their immediate family members and associated court staff assigned to this case;
- All individuals who leased a Class Vehicle from a lessor other than Porsche Financial Services;
- All individuals who are not Fuel Economy Class Members, Sport+ Class Members, or Other Class Vehicle Class Members, as defined in Sections 2.29, 2.34, and 2.52 of the Settlement; and
- All those otherwise in the Class who or which timely and properly exclude themselves from the Class, as provided in the Settlement.

## CASH BENEFITS AND CLAIM SUBMISSION

### 4. How much can I get in this Settlement?

The compensation available in this Settlement depends on the specific Class Vehicle you own(ed) or lease(ed).

#### FUEL ECONOMY CLASS VEHICLES

If you have a Class Vehicle that requires a Monroney Label change (known as the “Fuel Economy Class Vehicles”), the compensation will depend on the number of months that you owned or leased the vehicle. The table below lists the Fuel Economy Class Vehicles and the compensation available for those vehicles.

If you are the original owner of a Fuel Economy Class Vehicle and continued to own the vehicle on **[Preliminary Approval Filing Date]**, you will be eligible to claim the maximum compensation for that vehicle. If you acquired a *used* Fuel Economy Class Vehicle (i.e., you are not the original owner), or you previously owned or leased a Fuel Economy Class Vehicle, your compensation will depend on the number of months that you owned or leased the vehicle within the first 96 months after the vehicle was first sold or leased to its original owner/lessee. Finally, if you own a used Fuel Economy Class Vehicle as of **[Preliminary Approval Filing Date]**, and it has not been 96 months since the vehicle was first sold or leased to its original owner/lessee, you will be eligible to claim compensation for the months that you owned the vehicle, as well as any months remaining within that 96-month period.

Model Code	Model	Derivative	Trans.	Model Year(s)	Compensation Per Month Owned/Leased	Maximum Compensation Per VIN
981 I	Boxster/Cayman	Base	AT	2013-2016	\$6.75	\$647.83
981 I	Boxster/Cayman	Base	MT	2013-2016	\$3.81	\$366.17
981 I	Boxster/Cayman	S	AT	2013-2016	\$3.81	\$366.17
981 I	Boxster/Cayman	S	MT	2013-2016	\$4.16	\$399.45
981 I	Boxster/Cayman	GTS	AT	2015-2016	\$7.32	\$703.04
987 II	Boxster/Cayman	Base	AT	2009-2012	\$3.75	\$360.01
987 II	Boxster/Cayman	S	AT	2009-2012	\$8.57	\$822.89
987 II	Boxster/Cayman	S	MT	2009-2012	\$4.48	\$430.15
991 I	Carrera Coupe/Cabrio	Base (2WD)	AT	2012-2016	\$3.77	\$362.35
991 I	Carrera Coupe/Cabrio	Base (4WD)	AT	2013-2016	\$2.60	\$250.00
991 I	Targa	Base (4WD)	AT	2014-2016	\$4.55	\$436.55
991 I	Carrera Coupe/Cabrio	S (2WD)	MT	2012-2016	\$8.68	833.41
991 I	Carrera Cabrio/Targa	S (4WD)	AT	2013-2016	\$4.55	\$436.55
991 I	Carrera Coupe	S (4WD)	AT	2013-2016	\$4.13	\$396.86
991 I	Targa	GTS (4WD)	AT	2016	\$4.55	\$436.55
997 I	Carrera Coupe/Cabrio	Base (2WD)	AT	2005-2007	\$7.78	\$746.75
997 I	Carrera Coupe/Cabrio	Base (2WD)	AT	2008	\$9.51	\$912.69
997 I	Carrera Coupe/Cabrio	Base (2WD)	MT	2008	\$8.58	\$823.48

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Model Code	Model	Derivative	Trans.	Model Year(s)	Compensation Per Month Owned/Leased	Maximum Compensation Per VIN
997 I	Carrera Coupe/Cabrio	S (2WD)	AT	2005-2007	\$4.07	\$391.15
997 I	Carrera Coupe/Cabrio	S (2WD)	AT	2008	\$9.51	\$912.69
997 I	Carrera Coupe/Cabrio	S (2WD)	MT	2005-2007	\$2.60	\$250.00
997 I	Carrera Coupe/Cabrio	S (2WD)	MT	2008	\$4.50	\$432.33
997 I	Carrera Coupe	Turbo	AT	2007	\$4.50	\$432.33
997 I	Carrera Coupe/Cabrio	Turbo	AT	2008-2009	\$5.59	\$536.88
997 II	Carrera Coupe/Cabrio	Base (2WD)	AT	2009-2012	\$3.70	\$355.60
997 II	Carrera Coupe/Cabrio	S (2WD)	AT	2009-2012	\$7.78	\$746.75
997 II	911 Coupe/Cabrio	GTS (2WD)	AT	2011-2012	\$7.78	\$746.75
E2 I	Cayenne	S	AT	2011-2014	\$7.69	\$738.36
E2 I	Cayenne	Turbo	AT	2012-2014	\$7.03	\$674.43
E2 II	Cayenne	S	AT	2017-2018	\$11.56	\$1,109.66
G1 I	Panamera	S (4WD)	AT	2010-2013	\$9.88	\$948.66

### OTHER CLASS VEHICLES

Class Vehicles that do not require a Monroney Label change (known as the “Other Class Vehicles”), are eligible for compensation of up to \$200 per vehicle. The table below lists the Other Class Vehicles. If you are the original owner of such a vehicle and continued to own the vehicle on **[Preliminary Approval Filing Date]**, you are eligible to claim the maximum compensation for that VIN. If you are not the original owner, you will split the compensation with any other Class Member who submits a valid claim for that VIN.

Model Code	Model	Derivative	Transmission	Model Year(s)
982	Boxster/Cayman	Base	AT/MT	2017-2019
982	Boxster/Cayman	S	AT/MT	2017-2019
982	Boxster/Cayman	GTS	AT/MT	2018-2019
981 I	Boxster/Cayman	GTS	MT	2015-2016
981 I	Boxster	Spyder	MT	2016
981 I	Cayman	GT4	MT	2016
987 I	Boxster/Cayman	Base	AT/MT	2005-2008
987 I	Boxster/Cayman	S	AT/MT	2005-2008
987 II	Boxster/Cayman	Base	MT	2009-2012
987 II	Boxster	Spyder	AT/MT	2011-2012
987 II	Cayman	R	AT/MT	2012
991 I	Carrera Coupe/Cabrio	Base (2WD)	MT	2012-2016
991 I	Carrera Coupe/Cabrio/Targa	Base (4WD)	MT	2013-2016
991 I	Carrera Coupe/Cabrio/Targa	S (4WD)	MT	2013-2016
991 I	Carrera Coupe/Cabrio	S (2WD)	AT	2012-2016
991 I	Carrera Coupe/Cabrio	Turbo	AT	2014-2016
991 I	Carrera Coupe/Cabrio	Turbo S	AT	2014-2016
991 I	Carrera Coupe/Cabrio	GTS (2WD)	AT/MT	2015-2016
991 I	Carrera Coupe/Cabrio	GTS (4WD)	AT/MT	2015-2016
991 I	Targa 4	GTS	MT	2016

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Model Code	Model	Derivative	Transmission	Model Year(s)
991 I	911	GT3	AT	2014-2016
991 I	911	GT3 RS	AT	2016
991 I	911	R	MT	2016
991 II	Carrera Coupe/Cabrio/Targa	Base	AT/MT	2017-2019
991 II	Carrera Coupe/Cabrio/Targa	S	AT/MT	2017-2019
991 II	Carrera Coupe/Cabrio/Targa	GTS	AT/MT	2017-2019
991 II	Carrera	T	AT/MT	2018-2019
991 II	Carrera Coupe/Cabrio	Turbo	AT	2017-2019
991 II	Carrera Coupe/Cabrio	Turbo S	AT	2017-2019
991 II	911	GT3	AT/MT	2018
991 II	911	GT2 RS	AT	2018
997 I	Carrera Coupe/Cabrio	Base (2WD)	MT	2005-2007
997 I	Carrera Coupe/Cabrio/Targa	Base (4WD)	AT/MT	2006-2008
997 I	Carrera Coupe/Cabrio/Targa	S (4WD)	AT/MT	2006-2008
997 I	911 Coupe/Cabrio	Turbo	MT	2007-2009
997 I	911	GT3	MT	2007-2008
997 I	911	GT3 RS	MT	2007-2008
997 I	911	GT2	MT	2008-2009
997 II	Carrera Coupe/Cabrio	Base (2WD)	MT	2009-2012
997 II	Carrera Coupe/Cabrio/Targa	Base (4WD)	AT/MT	2009-2012
997 II	Carrera Coupe/Cabrio	S (2WD)	MT	2009-2012
997 II	Carrera Coupe/Cabrio/Targa	S (4WD)	AT/MT	2009-2012
997 II	911 Coupe/Cabrio	GTS (2WD)	MT	2011-2012
997 II	911 Coupe/Cabrio	GTS (4WD)	AT/MT	2012
997 II	911	Speedster	AT	2011
997 II	911 Coupe/Cabrio	Turbo	AT/MT	2010-2013
997 II	911 Coupe/Cabrio	Turbo S	AT	2011-2013
997 II	911	GT3	MT	2010-2011
997 II	911	GT3 RS	MT	2010-2011
E1 I	Cayenne	Base	AT/MT	2005-2006
E1 I	Cayenne	S	AT	2005-2006
E1 I	Cayenne	Turbo	AT	2005-2006
E1 I	Cayenne	Turbo S	AT	2006
E1 II	Cayenne	Base	AT/MT	2008-2010
E1 II	Cayenne	S	AT	2008-2010
E1 II	Cayenne	GTS	AT/MT	2008-2010
E1 II	Cayenne	Turbo	AT	2008-2010
E1 II	Cayenne	Turbo S	AT	2009-2010
E2 I	Cayenne	Base	AT/MT	2011-2014
E2 I	Cayenne	GTS	AT	2013-2014
E2 I	Cayenne	Turbo S	AT	2014
E2 I	Cayenne	Turbo	AT	2011
E2 II	Cayenne	Base	AT	2016-2018
E2 II	Cayenne	S	AT	2015-2016
E2 II	Cayenne	Turbo	AT	2015-2018

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Model Code	Model	Derivative	Transmission	Model Year(s)
E2 II	Cayenne	Turbo S	AT	2016-2018
E2 II	Cayenne	GTS	AT	2016-2018
G1 I	Panamera	Base	AT	2011-2013
G1 I	Panamera	S (2WD)	AT	2010-2013
G1 I	Panamera	GTS	AT	2013
G1 I	Panamera	Turbo	AT	2010-2013
G1 I	Panamera	Turbo S	AT	2012-2013
G1 II	Panamera	Base	AT	2014-2016
G1 II	Panamera	S	AT	2014-2016
G1 II	Panamera	Turbo	AT	2014-2016
G1 II	Panamera	Turbo S	AT	2014-2016
G1 II	Panamera	GTS	AT	2014-2016
G2 I	Panamera	Base	AT	2017-2018
G2 I	Panamera	S	AT	2017-2018
G2 I	Panamera	Turbo	AT	2017-2020
G2 I	Panamera	Turbo ST	AT	2018-2020
Macan	Macan	Base	AT	2017-2018
Macan	Macan	S	AT	2015-2018
Macan	Macan	GTS	AT	2017-2018
Macan	Macan	Turbo	AT	2015-2018

### SPORT+ CLASS VEHICLES

In addition to the compensation described above, if you have a Class Vehicle that is also a Sport+ Class Vehicle, you will be eligible for an additional \$250 after you complete the Sport+ Emissions Compliant Repair recall or submit a valid claim for the Sport+ Class Vehicle compensation (see Question 7). This Sport+ Class Vehicle compensation is paid on top of the compensation for Fuel Economy Class Vehicles and Other Class Vehicles described above. The table below lists the Sport+ Class Vehicles. To qualify as a Sport+ Class Vehicle your vehicle must be equipped with Sport+ Mode or PDK Sport Mode.

Model Code	Model	Derivative	Transmission	Model Year(s)
981 I	Boxster/Cayman	Base	AT	2013-2016
981 I	Boxster/Cayman	S	AT	2013-2016
981 I	Boxster/Cayman	GTS	AT	2015-2016
991 I	Carrera Coupe/Cabrio/Targa	Base	AT	2012-2016
991 I	Carrera Coupe/Cabrio/Targa	S	AT	2012-2016
991 I	Carrera Coupe/Cabrio/Targa	GTS	AT	2015-2016
991 I	911	GT3	AT	2014-2016 <sup>2</sup>
991 I	911	GT3 RS	AT	2016
E2 II	Cayenne	GTS	AT	2016-2018
G1 II	Panamera	Base	AT	2014-2016
G1 II	Panamera	S	AT	2014-2016
G1 II	Panamera	GTS	AT	2014-2016
G1 II	Panamera	Turbo	AT	2014-2016
G1 II	Panamera	Turbo S	AT	2014-2016

<sup>2</sup> Only 991 I GT3 vehicles with certain software versions are included in the Sport+ Class.

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### 5. I have a Fuel Economy Class Vehicle. How was the monthly Fuel Economy compensation calculated?

The Settlement is designed to compensate Class Members for driving vehicles for which the actual, on-road fuel economy may be up to 1-2 MPG may be less than was originally represented to consumers on the vehicle's Monroney labels. Differences between the original and revised fuel economy ratings among the Class Vehicles resulted in different compensation amounts for each model and model year.

The compensation available for Fuel Economy Class Vehicles consists of (1) the difference in cost for the amount of gasoline that would have been required under the original Monroney fuel economy label and the greater amount required under the adjusted fuel economy label, and (2) a goodwill payment of an additional 15% of those damages to account for the inconvenience associated with additional gas fill ups. The gasoline price used in the Settlement calculations is \$3.97/gallon, based on an inflation-adjusted average nationwide price for premium fuel during the relevant time period. The Fuel Economy Class Vehicle compensation is available for the first 96 months after the vehicle was originally sold or leased (the full useful life of the vehicle), and the compensation is calculated on a monthly basis.

**For more information on the fuel economy difference in the Fuel Economy Class Vehicles, please see attachment [X] to the Settlement Agreement.**

### 6. How do I submit a claim for cash compensation?

You must submit a claim and basic supporting documentation to receive your Settlement cash compensation. If your vehicle is also a Sport+ Class Vehicle, you will receive the additional Sport+ compensation automatically after you obtain the Emissions Compliant Repair (see Question 7 below), **but you must still submit a claim to receive the Fuel Economy or Other Class Vehicle Compensation.**

The online claims process takes only a few minutes to complete. To start your claim, please visit [www.PorscheGasolineSettlementUSA.com](http://www.PorscheGasolineSettlementUSA.com), input your Vehicle Identification Number (VIN), and fill out the Claim Form. If you do not know your VIN, please check the driver's side dashboard and/or driver's side door post, which will contain the 17-digit VIN for your vehicle.

You will also need to submit basic documentation to establish the period during which you own(ed) or lease(ed) your vehicle, including, for example (and depending on your particular circumstances), your:

- Purchase agreement/lease contract; and
- Sale agreement (if you sold the vehicle) or proof of most recent registration (if you currently own the vehicle)

If you would prefer to submit your Claim Form and supporting documentation by mail, you can download and print forms from the Settlement Website or request a hardcopy form to be mailed to you by calling [Phone]. **For faster claims processing, you should submit your claim online at the website below, rather than by mail.**

Submit claims online: [www.PorscheGasolineSettlementUSA.com](http://www.PorscheGasolineSettlementUSA.com)

Submit claims via mail: [Address]

### 7. My vehicle is a Sport+ Class Vehicle. How do I submit a claim for cash compensation?

If you own a Sport+ Class Vehicle for which an Emissions Compliant Repair recall is available, you will be eligible for the \$250 Sport+ Class Vehicle compensation once your vehicle receives the Emissions Compliant

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Repair. After you complete the Emissions Compliant Repair, you will receive an automatic \$250 payment once Porsche confirms that your vehicle received the Emissions Compliant Repair.

If you own a Sport+ Class Vehicle and an Emissions Compliant Repair does not become available for your vehicle, you must submit a claim to receive the \$250 Sport+ Class Vehicle compensation. To submit a claim (see Question 6), please visit [www.PorscheGasolineSettlementUSA.com](http://www.PorscheGasolineSettlementUSA.com).

The Claims Administrator will issue the Sport+ automatic payments on a rolling basis approximately every [6] months, and will include the \$250 Sport+ Class Vehicle compensation with payment for your valid Fuel Economy or Other Class Vehicle claim, if applicable.

Please note that the Sport+ Class Vehicle compensation is paid separately from the Fuel Economy and Other Class Vehicle compensation described above. Even though the Sport+ Class Vehicle compensation will automatically be paid to you after you receive the Emissions Compliant Repair for your Sport+ Class Vehicle, **you must still submit a claim to receive the Fuel Economy or Other Class Vehicle Compensation.**

#### 8. What is the deadline to submit a claim for cash compensation?

**You can submit your claim now**, and must electronically submit or postmark it no later than **[Claim deadline]**. This schedule may change, so please visit [www.PorscheGasolineSettlementUSA.com](http://www.PorscheGasolineSettlementUSA.com) regularly for updates. If your claim is missing information or necessary documentation, however, the Settlement Administrator will notify you that your claim is incomplete, and you will have an additional 60 days from the date you are notified to fix the deficiency.

**Class Members who do not submit a claim by the deadline will not receive Settlement compensation but will still be members of the Class and will release their claims.**

If your vehicle is also a Sport+ Class Vehicle, you must complete the Emissions Compliant Repair by [Sport+ deadline] to receive the automatic Sport+ Class Vehicle compensation. If an Emissions Compliant Repair is not available for your Sport+ Class Vehicle, you must submit a Sport+ Class Vehicle claim form (as described in Question 7 above) by [Sport+ deadline].

#### 9. When and how will I receive my payment?

The Parties anticipate that the Settlement Administrator will begin issuing payments for valid claims for Fuel Economy and Other Class Vehicles after the claims deadline. When you submit your claim form, you may choose to receive your payment via check, Paypal, Venmo, or bank wire.

The Settlement Administrator will begin issuing the automatic payments for Sport+ Class Vehicles with payments for valid Fuel Economy and Other Class Vehicle claims, and will continue to issue these automatic payments on a rolling basis approximately every [6] months thereafter. These automatic payments will be issued via check to the address of the registered owner who completed the Sport+ Emissions Compliant Repair or submitted a valid Sport+ Class Vehicle claim form. If you have a Sport+ Class Vehicle and prefer to have your payment issued via Paypal, Venmo, or bank wire, please complete a claim form to select your payment option (see Questions 6 and 7).

#### 10. What are the tax implications of receiving a Settlement payment?

While it is the intention of Class Counsel that any payments made as a result of the Settlement not be subject to taxation, you should consult a tax professional to assess the specific tax implications of any payment you may receive. A tax professional will help you understand the specific tax implications for you.

#### 11. What happens to money that is not claimed?

If there are any funds remaining in the Settlement fund after all valid, complete, and timely Claims are paid to Class Members, the remaining money may be redistributed, if feasible, to the Class Members who submitted

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valid claims. If it is not feasible and/or economically reasonable to distribute the remaining funds to Class Members, then the balance will be directed to environmental remediation efforts, subject to Court approval. This may include, for example, the purchase of greenhouse gas credits, environmental projects, and/or other, environmentally-focused recipients, as agreed by the Parties and approved by the Court.

**Please check [www.PorscheGasolineSettlementUSA.com](http://www.PorscheGasolineSettlementUSA.com) regularly for updates regarding the status of any unclaimed funds after the claims period has ended.**

## UNDERSTANDING THE CLASS ACTION PROCESS

### 12. Why am I getting this Notice?

You are receiving this Notice because you may be a member of the Settlement Class. The Court in charge of this case authorized this Notice because Class Members have a right to know about the proposed Settlement of this lawsuit, and to understand all of their options before the Court decides whether to approve the Settlement. This Notice summarizes the Settlement and explains Class Members' legal rights and options under the Settlement.

Judge Charles R. Breyer of the United States District Court for the Northern District of California is in charge of this case. The case is known as the "Porsche Gasoline Emissions case" and has been consolidated in the *In re Volkswagen "Clean Diesel" Marketing, Sales Practices, and Products Liability Litigation*, No. 3:15-md-2672. The people who sued are called the "Plaintiffs." Porsche and Volkswagen are the "Defendants."

### 13. What is a class action?

A class action is a representative lawsuit. One or more plaintiffs (who are also called "class representatives") sue on behalf of themselves and all other people with similar claims, who are not named, but are described in the class definition and are called "class members." When a class action is settled, the Court resolves the issues in the lawsuit for all class members, except for those who request to be excluded from (or "opt out" of) the class. Opting out means that you will not receive benefits under the Settlement. The opt out process is described in Question 16 of this Notice.

### 14. What am I giving up in exchange for receiving the Settlement benefits?

In exchange for your payment from Defendants, you will give up your right to sue the Released Parties for the claims being resolved by the Settlement, and will give up your right to obtain compensation other than the value provided by the Settlement (*see* Question 15 below). The Settlement has no effect on claims concerning vehicles not included in the Settlement.

Section 10 of the Settlement Agreement contains the complete text and details of what Class Members give up unless they exclude themselves from the Settlement, so please read it carefully. The Settlement Agreement is available at [www.PorscheGasolineSettlementUSA.com](http://www.PorscheGasolineSettlementUSA.com). If you have any questions, you may talk to the law firms listed in Question 28 for free, or you may talk to your own lawyer at your own expense.

### 15. What are my potential legal claims and remedies in this class action?

There are many claims for relief in this nationwide class action, including some claims that seek punitive damages. The list of claims starts at paragraph 143 of the Amended Consolidated Consumer Class Action Complaint, filed on [Complaint filing date], in the Northern District of California. The Amended Consolidated Consumer Class Action Complaint is available on the Settlement Website at [www.PorscheGasolineSettlementUSA.com](http://www.PorscheGasolineSettlementUSA.com), under the "Documents" section. If you have any questions about the claims and remedies in the class action, you may talk to the law firms listed in Question 20 for free, or you may talk to your own lawyer at your own expense.

YOUR LEGAL RIGHTS UNDER THE SETTLEMENT ARE AFFECTED EVEN IF YOU DO NOTHING.  
PLEASE READ THIS NOTICE CAREFULLY.

QUESTIONS? Go to [www.PorscheGasolineSettlementUSA.com](http://www.PorscheGasolineSettlementUSA.com) or call [phone]

**16. How do I get out of the Settlement?**

If you do not want to receive benefits from the Settlement, and you want to retain the right to sue the Defendants about the legal issues in this case, then you must take steps to remove yourself from the Settlement. You may do this by asking to be excluded—sometimes referred to as “opting out” of—the Settlement. To do so, you must mail or e-mail a letter or other written document to the court-appointed Settlement Administrator. Your request must include:

- Your name, address, telephone number, and the VIN of your Class Vehicle;
- A statement as to whether you own/owned or lease/leased the Class Vehicle, and the dates of your ownership or lease of the Class Vehicle (i.e., start date and, if applicable, end date of possession);
- A statement that “I wish to exclude myself from the Class in Volkswagen/Audi/Porsche/Bentley Fuel Economy Class Action Settlement in *In re: Volkswagen “Clean Diesel” Marketing, Sales Practices, and Products Liability Litigation*, No. 3:15-md-02672-CRB (N.D. Cal.) (MDL 2672)” or substantially similar clear and unambiguous language; and
- Your personal signature and date (electronic signatures, including Docusign, are invalid and will not be considered personal signatures). Opt-out requests that are signed by an attorney but not by the Class Member are also invalid.

Your exclusion request must be postmarked to [address] or e-mailed to [email] no later than **[Opt out deadline]**, except that if you purchased a Sport+ Class Vehicle after [preliminary approval filing] and you wish to opt out only for that Sport+ Class Vehicle, you must submit signed written request (postmarked or e-mailed) by the [Sport+ Opt Out Deadline].

**17. If I do not exclude myself, can I sue the Defendants for the same thing later?**

No. Unless you exclude yourself, you give up the right to sue the Defendants for all of the claims that the Settlement resolves and you will be bound by the Court’s orders and judgments, even if you do not file a claim.

**18. If I exclude myself, can I still get full benefits from the Settlement?**

No. If you exclude yourself, you will not get a payment from the Settlement.

**19. If I opt out and pursue my own case, could I get a larger recovery?**

The law of most states provides for various remedies if a claim is proved at trial and upheld on appeal. None of these can be predicted with certainty, and all take additional time. The Settlement is designed to provide benefits that are certain and not subject to the delay and risk of trial and appeal. If you opt out and pursue your own case, you will need to hire an attorney at your own expense, or represent yourself, and there is no guarantee that you will recover any compensation.

**20. Do I have a lawyer in the case?**

Yes. The Court previously appointed Lead Counsel to prosecute all consumer claims pending before Judge Charles R. Breyer as part of multidistrict litigation in *In re: Volkswagen “Clean Diesel” Marketing, Sales Practices, and Products Liability Litigation*, No. 3:15-md-02672-CRB (N.D. Cal.) (MDL 2672). Elizabeth J. Cabraser of Lief Cabraser Heimann & Bernstein, LLP is Lead Counsel and has been appointed Interim Settlement Class Counsel (“Class Counsel”) in this case. She can be contacted in that capacity at no charge to you at:

**Elizabeth Cabraser, Lead Counsel**  
**Lief Cabraser Heimann & Bernstein, LLP**  
**275 Battery Street, 29th Floor**  
**San Francisco, CA 94111**

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PLEASE READ THIS NOTICE CAREFULLY.

QUESTIONS? Go to [www.PorscheGasolineSettlementUSA.com](http://www.PorscheGasolineSettlementUSA.com) or call [phone]



ecabraser@lchb.com

**21. I have received solicitation letters from attorneys. Do I need to hire my own attorney to get money from the Settlement?**

No. Class Counsel will represent you for purposes of the Settlement at no charge to you. As explained in Question 22, any attorneys' fees and costs awarded to Class Counsel by the Court will be paid from the Settlement fund. Please note, however, if you have been or are currently represented by your own lawyer, any money you may owe to your lawyer will not be covered by this Settlement. If you want to be represented by your own lawyer, you may hire one at your own expense. It is possible that you will receive less money overall if you choose to hire your own lawyer to litigate against the Defendants rather than receive compensation from this Settlement.

**22. How will the lawyers and Settlement Class Representatives be paid? And how much?**

Class Counsel will ask the Court to award attorneys' fees of up to 30% percent of the Settlement fund and up to \$1.1 million in expenses to compensate them for the work they performed in litigating this case and securing this nationwide Settlement for the Class. Class Counsel will also ask the Court to award each of the 34 proposed Settlement Class Representatives a service award of up to \$250 for their work in this litigation. The Court must approve Class Counsel's requests for fees, expenses, and Settlement Class Representative service awards, before it is paid from the Settlement fund.

Class Counsel will submit their request by **[fee motion deadline]**, and that document will be available at [www.PorscheGasolineSettlementUSA.com](http://www.PorscheGasolineSettlementUSA.com) shortly after it is filed with the Court. Class Members will have an opportunity to comment on and/or object to the request for attorneys' fees and expenses and Settlement Class Representative service awards, as explained further in Question 23.

**Please check [www.PorscheGasolineSettlementUSA.com](http://www.PorscheGasolineSettlementUSA.com) regularly for updates regarding Class Counsel's request for attorneys' fees and expenses.**

**23. How do I tell the Court if I do not like the Settlement?**

If you do not exclude yourself from the Settlement, you may object to it. The Court will consider your views in deciding whether to approve or reject this Settlement. If the Court does not approve the Settlement, no settlement payments will be sent, and the lawsuit will continue. To comment on or to object to the Settlement or Class Counsel's request for attorneys' fees and costs and Settlement Class Representative service awards, you or your attorney must submit your written objection to the Court, including the following:

- Your name, address, telephone number, and the VIN of your Class Vehicle;
- A statement as to whether you own/owned or lease/leased the Class Vehicle, and the dates of your ownership or lease of the Class Vehicle (i.e., start date and, if applicable, end date of possession);
- A statement saying that you object to the Porsche Gasoline Emissions Settlement in *In re: Volkswagen "Clean Diesel" Marketing, Sales Practices, and Products Liability Litigation*, No. 3:15-md-02672-CRB (N.D. Cal.) (MDL 2672) or substantially similar clear and unambiguous language;
- The reasons you object to the Settlement, along with any supporting materials;
- A statement that you have reviewed the Class definition and have not opted out of the Class; and
- Your signature and date.

If you object through your own lawyer (hired at your own expense), your lawyer must comply with additional requirements contained in Section 8.2 of the Class Action Settlement.

In addition, if you intend to appear at the final approval hearing (the "Fairness Hearing"), you must submit a written notice of your intent (*see* Questions 25 and 27 below).

YOUR LEGAL RIGHTS UNDER THE SETTLEMENT ARE AFFECTED EVEN IF YOU DO NOTHING.  
PLEASE READ THIS NOTICE CAREFULLY.

QUESTIONS? Go to [www.PorscheGasolineSettlementUSA.com](http://www.PorscheGasolineSettlementUSA.com) or call [phone]

You must mail your objection to all the addresses below postmarked no later than **[Objection deadline]**:

Court	Class Counsel	Defense Counsel
Clerk of the Court/Judge Charles R. Breyer Phillip Burton Federal Building & United States Courthouse 450 Golden Gate Avenue San Francisco, CA 94102	Elizabeth Cabraser Lieff Cabraser Heimann & Bernstein, LLP 275 Battery Street, 29th Floor San Francisco, CA 94111	Sharon L. Nelles Sullivan & Cromwell LLP 125 Broad Street New York, NY 10004  Cari Dawson Alston & Bird LLP 1201 W. Peachtree St. NE #4900 Atlanta, GA 30309

#### 24. What is the difference between objecting to the Settlement and opting out?

You can object only if you do not opt out of the Class. Opting out is telling the Court that you do not want to be part of the Settlement, and you do not want to receive any payment from the Settlement. If you opt out, you have no basis to object to the Settlement by telling the Court you do not like something about it, because the case no longer affects you.

If you object to the Settlement, you are expressing your views about the Settlement but remain a member of the Class (if you are otherwise eligible). If you make an objection, you must still submit a claim to receive compensation under the Class Action Settlement.

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

The Court will hold the final approval or “Fairness Hearing” on **[Hearing Date]**, at the United States District Court for the Northern District of California, located at the United States Courthouse, 450 Golden Gate Avenue, 17<sup>th</sup> Floor, San Francisco, CA 94102, before determining whether to approve the Settlement and Class Counsel’s request for attorneys’ fees and costs. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check [www.PorscheGasolineSettlementUSA.com](http://www.PorscheGasolineSettlementUSA.com) or call [Phone] for any updates to the hearing date, time or location. At this hearing, the Court will hear evidence about whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them and may listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the Settlement and Class Counsel’s request for attorneys’ fees and costs. We do not know how long that decision will take.

#### 26. Do I have to attend the hearing?

No. Class Counsel will answer questions the Court may have. You are welcome to attend at your own expense. If you timely file an objection, you do not have to come to Court to talk about it. As long as you submitted your written objection on time, the Court will consider it. You also may have your own lawyer attend at your expense, but it is not necessary.

#### 27. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. The Court will determine whether to grant you permission to speak. To do so, you must file with the Court a written notice of your intent to appear. Be sure to include your name, address, telephone number, and your signature. Your notice of intention to appear must be filed or postmarked no later than **[hearing deadline]**, and must also be sent to all of the addresses listed in Question 23.

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PLEASE READ THIS NOTICE CAREFULLY.

QUESTIONS? Go to [www.PorscheGasolineSettlementUSA.com](http://www.PorscheGasolineSettlementUSA.com) or call [phone]

## GETTING MORE INFORMATION

### 28. How do I get more information?

This Notice summarizes the proposed Settlement. More details are available in the Settlement Agreement. You can get a copy this Notice, the Settlement Agreement, and other documents from this litigation at **www.PorscheGasolineSettlementUSA.com**. You may also write with questions to [Address], or call [Phone]. You may also access the Court docket, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 450 Golden Gate Avenue, 5th Floor, San Francisco, CA 94102.

*YOUR LEGAL RIGHTS UNDER THE SETTLEMENT ARE AFFECTED EVEN IF YOU DO NOTHING.*

*PLEASE READ THIS NOTICE CAREFULLY.*

*QUESTIONS? Go to [www.PorscheGasolineSettlementUSA.com](http://www.PorscheGasolineSettlementUSA.com) or call [phone]*



**- EXHIBIT C -**

## CLAIM FORM INSTRUCTIONS

*Porsche Gasoline Emissions Settlement*

### INSTRUCTIONS FOR COMPLETING THE ENCLOSED CLAIM FORM

Before filling out this Claim Form, please carefully read the instructions below and the full Notice available at [www.PorscheGasolineSettlementUSA.com](http://www.PorscheGasolineSettlementUSA.com). You must complete a Claim Form to be eligible for compensation from the Porsche Gasoline Emissions Settlement. **Although you may complete and return the enclosed Claim Form by mail, the fastest way to submit a claim is online at [www.PorscheGasolineSettlementUSA.com](http://www.PorscheGasolineSettlementUSA.com).**

If you have questions about this Claim Form, please visit the Settlement Website for additional information. You may also contact the Claims Administrator at [Phone], or [email], with your questions.

To complete your Claim Form, you must include the following:

- 1. Claim Information:** Please neatly print or type all information requested on the enclosed Claim Form. **Submit only one Claim Form per Vehicle Identification Number (VIN).**
- 2. Documentation:** Include copies of all required documentation with your Claim Form submission. Documentation requirements vary based on the ownership or leaseholder status of the vehicle. Please carefully review the documentation requirements for your claim.
- 3. Claim Submission:** The fastest way to submit a claim is online at [www.PorscheGasolineSettlementUSA.com](http://www.PorscheGasolineSettlementUSA.com). Your electronic claim must be **submitted by [DATE]**. If you submit a paper Claim Form, it must be **postmarked no later than [DATE]** and addressed to:

[ADDRESS]

**Claim Verification:** All Claims are subject to verification. You will be notified if additional information is needed to verify your Claim.

**Assistance:** If you have questions concerning this Claim Form or need additional copies, contact the Claims Administrator at [Address], via email at [email], or by calling [Phone].

**Do you need to file claims for more than 10 vehicles?** If you need to file Claims for more than 10 vehicles, please do not use this Claim Form. Instead, contact [email] for assistance in filing your Claim.

**PLEASE KEEP A COPY OF YOUR CLAIM FORM FOR YOUR RECORDS.**

Failure to submit the required documentation or to complete all parts of the Claim Form may result in denial of the claim, delay its processing, or otherwise adversely affect the Claim.

Questions? Please visit [www.PorscheGasolineSettlementUSA.com](http://www.PorscheGasolineSettlementUSA.com), or call [phone]

**CLAIM FORM**

*Porsche Gasoline Emissions Settlement*

**If you have more than one eligible vehicle, you must submit a separate Claim Form for each vehicle.**

**I. VEHICLE OWNER/LEASEHOLDER INFORMATION**

Please provide your name and contact information below. Correspondence concerning this Claim will be directed to the address provided below. You must notify the Claims Administrator if your contact information changes after your Claim is submitted.

Primary Owner/Lessee First Name	MI	Last Name
Company Name (if the vehicle was owned or leased by a company)		
Address 1		
Address 2		
City	State	ZIP Code
Email	Phone Number	

**II. VEHICLE INFORMATION**

**Vehicle Identification Number:**

Please neatly print or type the Vehicle Identification Number (VIN)\* of your eligible vehicle below. **If you have more than one eligible vehicle, you must submit a separate Claim Form for each vehicle.**

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

\* A VIN is a 17-character number that can be found on the driver’s side dashboard and/or driver’s side door post

**Dates of Ownership or Lease:**

Please provide the date you purchased the vehicle **OR** began leasing the vehicle.

		-			-				
MM	DD		YY	YY		YY	YY	YY	YY

Do you still own or lease the vehicle?       Yes       No

If you no longer own or lease the vehicle,\* please provide the date you sold the vehicle **OR** the date your lease ended.

		-			-				
MM	DD		YY	YY		YY	YY	YY	YY

\*If your vehicle was totaled, enter the date the vehicle was transferred to an insurance company or otherwise sold to a junkyard, salvage dealer, or the equivalent. If you purchased your vehicle off lease and then sold it, enter the sale date.

**Questions? Please visit [www.PorscheGasolineSettlementUSA.com](http://www.PorscheGasolineSettlementUSA.com), or call [phone]**

**CLAIM FORM**

*Porsche Gasoline Emissions Settlement*

**III. PROVIDE DOCUMENTATION REGARDING YOUR PURCHASE OR LEASE AGREEMENT**

To obtain Settlement compensation, you must submit the following basic supporting documentation:

- Purchase or lease agreement reflecting your VIN and the date you acquired the vehicle; **AND**
- Current registration, or if you no longer possess the vehicle, a sale agreement or other documentation showing when you sold or transferred ownership of the vehicle.

All submitted documentation should be a **copy** of the original. The Settlement Administrator may contact you to request additional information or documentation to verify your claim. For additional information about what types of documentation are acceptable, please visit [www.PorscheGasolineSettlementUSA.com](http://www.PorscheGasolineSettlementUSA.com), or call [phone].

**IV. PAYMENT METHOD**

Please select your preferred payment method for your Claim. If you do not select a payment method, a paper check will be used by default.

- Paper Check by Mail
- Venmo      User Name: \_\_\_\_\_
- PayPal      Email: \_\_\_\_\_
- Electronic Payment

If you selected “Electronic Payment” above, provide the required information below:

<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>
Bank Name	Bank Address
<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>
Bank ABA Routing Number	Account Number
<input style="width: 95%; height: 25px;" type="text"/>	
Name on Account	

**V. CERTIFICATION**

I certify that all the information that I supplied in this Claim Form is true and correct to the best of my knowledge and belief.

<input style="width: 95%; height: 35px;" type="text"/>	Date:	<input style="width: 20px; height: 20px;" type="text"/>	-	<input style="width: 20px; height: 20px;" type="text"/>	-	<input style="width: 20px; height: 20px;" type="text"/>	<input style="width: 20px; height: 20px;" type="text"/>	<input style="width: 20px; height: 20px;" type="text"/>	<input style="width: 20px; height: 20px;" type="text"/>
Signature of Primary Owner/Lessee		MM		DD		YYYY			

**Questions? Please visit [www.PorscheGasolineSettlementUSA.com](http://www.PorscheGasolineSettlementUSA.com), or call [phone]**

**- EXHIBIT D -**

**From: Porsche Claims Administrator**  
**To: [Class Member email address]**  
**Subject: Porsche Gasoline Emissions Settlement**

---

[Class Member Name]  
[Address]  
[VIN(s)]

**COURT-APPROVED  
LEGAL NOTICE**

**This is an official,  
Court-approved Notice about a  
class action settlement. Please  
review the important  
information below.**

[Insert JND info]  
[Address]  
[Phone]  
[Email]

## **Porsche Gasoline Emissions Class Action Settlement Notice**

**You may be eligible for a class action settlement payment as a current or former owner or lessee of certain gasoline engine Porsche Vehicles.**

**Settlement payments may be up to \$200 – \$1,100 depending on the vehicle, plus an additional \$250 for certain vehicles subject to a Sport+ emissions recall.**

Dear [Class Member Name],

You are receiving this notice because you may be a Class member in a proposed class action settlement. Class members include current or former owners/ lessees of certain gasoline-powered Porsche vehicles. **A list of the vehicles included in the Settlement (called the “Class Vehicles”) and additional information is available on the official Settlement Website at [www.PorscheGasolineSettlementUSA.com](http://www.PorscheGasolineSettlementUSA.com).**

The Settlement provides at least \$80 million to resolve claims that certain vehicles sold or leased in the United States produce excess emissions and/or obtain worse fuel economy on the road than in testing conditions. Defendants Porsche and Volkswagen deny the claims but have decided to settle. The Court has not decided who is right. The purpose of this notice is to inform you of the proposed class action settlement so you may decide what to do.

Under the Settlement, maximum cash payments range from \$200 to approximately \$1,100 for original and sole owners of the Class Vehicles, depending on the model and model year of the vehicle. Former owners, lessees, and non-original owners may be eligible to claim compensation. Certain Class Vehicles will receive compensation based on changes to fuel economy, which will be reflected in an updated Monroney Label, and payments for those vehicles will vary based on months of ownership/lease. Furthermore, Class Vehicles with Sport+ Mode that are part of the ongoing Sport+ emissions recall will receive an additional \$250 for completion of the recall. The total value of the Settlement is at least \$80 million. **Please visit the Settlement Website to calculate your potential compensation.**

### **WHAT DO I NEED TO DO?**

You must submit a claim to receive a settlement payment. The claim form asks for basic information and takes just a few minutes to complete. To submit your claim online, please visit [www.PorscheGasolineSettlementUSA.com](http://www.PorscheGasolineSettlementUSA.com). You can also download a claim form on the Settlement Website or call to request a form, and submit your claim by mail. The fastest option is to submit your claim online.

**You should submit your claim now.** Claim forms must be electronically submitted or postmarked no later than **[Deadline]**. This schedule may change, so please visit the Settlement Website regularly for updates.

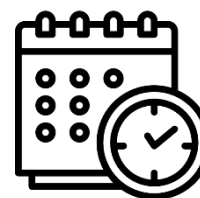
## How Do I Submit My Claim Online?



Visit the Settlement Website at [www.PorscheGasolineSettlementUSA.com](http://www.PorscheGasolineSettlementUSA.com) or scan the QR code above.



Insert your VIN, fill out the claim form and submit required documentation.



Under the current schedule, the deadline to file your claim is **[Date]**. You should submit your claim now.

***Payments will be sent to eligible claims after the claims deadline.***

## WHAT ARE MY RIGHTS?

- You may object to or exclude yourself from the Settlement by **[Deadline]**. If you exclude yourself, you will not receive any settlement payments and any claims you may have will not be released. If you do not exclude yourself from the Settlement, you will not be able to sue the Defendants separately for the claims this Settlement resolves and you will be bound by the Court's orders and judgments, even if you do not file a claim. If you wish to object, the Court will consider your views in deciding whether to approve or reject this Settlement. If the Court does not approve the Settlement, no settlement payments will be sent, and the lawsuit will continue. You cannot object if you exclude yourself from the Settlement. For information on how to object or exclude yourself, visit [www.PorscheGasolineSettlementUSA.com](http://www.PorscheGasolineSettlementUSA.com).
- The Court will hold a hearing on **[Final Approval Hearing Date]**, to consider whether to grant final approval to the Settlement. The hearing date may change, so please check the Settlement Website regularly for updates. You do not need to attend this hearing, but you are welcome to attend at your own expense.
- The attorneys representing the class (known as "Class Counsel") will ask the Court to award up to 30 percent of the Settlement fund to cover reasonable attorneys' fees plus expenses they incurred in litigating this case and securing this nationwide settlement for the Class. The Court must approve any fees and expenses that are awarded to Class Counsel, and any such fees and expenses will be paid from the Settlement fund. You can also hire your own attorney at your own expense, but you do not have to. Class Counsel will also request service awards up to \$250 for the named Class Representatives who brought this lawsuit, which will be paid from the Settlement fund, subject to Court approval.
- To learn more details about the Settlement and review important case documents, please visit [www.PorscheGasolineSettlementUSA.com](http://www.PorscheGasolineSettlementUSA.com). You may also access the Court docket, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 450 Golden Gate Avenue, 5th Floor, San Francisco, CA 94102.

**Questions? Please Call **[Number]** or Visit [www.PorscheGasolineSettlementUSA.com](http://www.PorscheGasolineSettlementUSA.com)**

To unsubscribe from this list, please click on the following link: [Unsubscribe](#)

**- EXHIBIT E -**



[Class Member Name]  
[Address]  
[VIN(s)]

**COURT-APPROVED LEGAL NOTICE**

**This is an official, Court-approved Notice about a class action settlement. Please review the important information below.**

[Insert JND info]  
[Address]  
[Phone]  
[Email]

**Porsche Gasoline Emissions Class Action Settlement Notice**

**You may be eligible for a class action settlement payment as a current or former owner or lessee of certain gasoline engine Porsche Vehicles.**

**Settlement payments may be up to \$200 – \$1,100 depending on the vehicle, plus an additional \$250 for certain vehicles subject to a Sport+ emissions recall.**

Dear [Class Member Name],

You are receiving this notice because you may be a Class member in a proposed class action settlement. Class members include current or former owners/ lessees of certain gasoline-powered Porsche vehicles. **A list of the vehicles included in the Settlement (called the “Class Vehicles”) and additional information is available on the official Settlement Website at [www.PorscheGasolineSettlementUSA.com](http://www.PorscheGasolineSettlementUSA.com).**

The Settlement provides at least \$80 million to resolve claims that certain vehicles sold or leased in the United States produce excess emissions and/or obtain worse fuel economy on the road than in testing conditions. Defendants Porsche and Volkswagen deny the claims but have decided to settle. The Court has not decided who is right. The purpose of this notice is to inform you of the proposed class action settlement so you may decide what to do.

Under the Settlement, maximum cash payments range from \$200 to approximately \$1,100 for original and sole owners of the Class Vehicles, depending on the model and model year of the vehicle. Former owners, lessees, and non-original owners may be eligible to claim compensation. Certain Class Vehicles will receive compensation based on changes to fuel economy, which will be reflected in an updated Monroney Label, and payments for those vehicles will vary based on months of ownership/lease. Furthermore, Class Vehicles with Sport+ Mode that are part of the ongoing Sport+ emissions recall will receive an additional \$250 for completion of the recall. The total value of the Settlement is at least \$80 million. **Please visit the Settlement Website to calculate your potential compensation.**

**WHAT DO I NEED TO DO?**

You must submit a claim to receive a settlement payment. The claim form asks for basic information and takes just a few minutes to complete. To submit your claim online, please visit [www.PorscheGasolineSettlementUSA.com](http://www.PorscheGasolineSettlementUSA.com). You can also download a claim form on the Settlement Website or call to request a form, and submit your claim by mail. The fastest option is to submit your claim online.

**You should submit your claim now.** Claim forms must be electronically submitted or postmarked no later than **Deadline**. This schedule may change, so please visit the Settlement Website regularly for updates.

## How Do I Submit My Claim Online?



Visit the Settlement Website at [www.PorscheGasolineSettlementUSA.com](http://www.PorscheGasolineSettlementUSA.com) or scan the QR code above.



Insert your VIN, fill out the claim form and submit required documentation.



Under the current schedule, the deadline to file your claim is **[Date]**. You should submit your claim now.

***Payments will be sent to eligible claims after the claims deadline.***

### WHAT ARE MY RIGHTS?

- You may object to or exclude yourself from the Settlement by **[Deadline]**. If you exclude yourself, you will not receive any settlement payments and any claims you may have will not be released. If you do not exclude yourself from the Settlement, you will not be able to sue the Defendants separately for the claims this Settlement resolves and you will be bound by the Court's orders and judgments, even if you do not file a claim. If you wish to object, the Court will consider your views in deciding whether to approve or reject this Settlement. If the Court does not approve the Settlement, no settlement payments will be sent, and the lawsuit will continue. You cannot object if you exclude yourself from the Settlement. For information on how to object or exclude yourself, visit [www.PorscheGasolineSettlementUSA.com](http://www.PorscheGasolineSettlementUSA.com).
- The Court will hold a hearing on **[Final Approval Hearing Date]**, to consider whether to grant final approval to the Settlement. The hearing date may change, so please check the Settlement Website regularly for updates. You do not need to attend this hearing, but you are welcome to attend at your own expense.
- The attorneys representing the class (known as "Class Counsel") will ask the Court to award up to 30 percent of the Settlement fund to cover reasonable attorneys' fees plus expenses they incurred in litigating this case and securing this nationwide settlement for the Class. The Court must approve any fees and expenses that are awarded to Class Counsel, and any such fees and expenses will be paid from the Settlement fund. You can also hire your own attorney at your own expense, but you do not have to. Class Counsel will also request service awards up to \$250 for the named Class Representatives who brought this lawsuit, which will be paid from the Settlement fund, subject to Court approval.
- To learn more details about the Settlement and review important case documents, please visit [www.PorscheGasolineSettlementUSA.com](http://www.PorscheGasolineSettlementUSA.com). You may also access the Court docket, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 450 Golden Gate Avenue, 5th Floor, San Francisco, CA 94102.

**Questions? Please Call **[Number]** or Visit [www.PorscheGasolineSettlementUSA.com](http://www.PorscheGasolineSettlementUSA.com)**

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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

IN RE: VOLKSWAGEN “CLEAN  
DIESEL” MARKETING, SALES  
PRACTICES, AND PRODUCTS  
LIABILITY LITIGATION

MDL No. 2672 CRB (JSC)  
The Honorable Charles R. Breyer

This Document Relates to:  
Porsche Gasoline Cases

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
SETTLEMENT AND DIRECTION OF  
NOTICE UNDER RULE 23(e)**

Before the Court is Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Settlement and Direction of Notice under Rule 23(e).

WHEREAS, a proposed Class Action Settlement Agreement (the “Settlement”) has been reached between Court-appointed Lead Counsel and the Plaintiffs’ Steering Committee (“PSC”) on behalf of a proposed Settlement Class of owners and lessees of certain Porsche gasoline vehicles (the “Class Vehicles”) which resolves certain claims against Defendants pertaining to the represented fuel economy and emissions for the Class Vehicles;

WHEREAS, the Court, for the purposes of this Order, adopts all defined terms as set forth in the Settlement;

WHEREAS, this matter has come before the Court pursuant to Plaintiffs’ Unopposed

1 Motion for Preliminary Approval of the Class Action Settlement and Direction of Notice Under  
2 Fed. R. Civ. P. 23(e) (the “Motion”);

3 WHEREAS, Defendants do not oppose the Court’s entry of the proposed Preliminary  
4 Approval Order;

5 WHEREAS, the Court finds that it has jurisdiction over the Action and each of the Parties  
6 for purposes of Settlement and asserts jurisdiction over the Settlement Class Representatives for  
7 purposes of considering and effectuating this Settlement;

8 WHEREAS, the Court held a Preliminary Approval Hearing on \_\_\_\_\_; and

9 WHEREAS, this Court has presided over and managed these MDL proceedings as  
10 Transferee Judge since the December 8, 2015 Transfer Order from the Judicial Panel on  
11 Multidistrict Litigation (Dkt. 1), including the subset of cases commenced in October 2020 and  
12 styled as the “Porsche Litigation Cases”;

13 WHEREAS, this Court has considered all of the presentations and submissions related to  
14 the Motion as well as the facts, contentions, claims and defenses as they have developed in these  
15 proceedings, and is otherwise fully advised of all relevant facts in connection therewith.

16 **IT IS HEREBY ORDERED AS FOLLOWS:**

17 **I. PRELIMINARY APPROVAL OF THE CLASS ACTION SETTLEMENT**

18 1. The proposed Settlement appears to be the product of intensive, thorough, serious,  
19 informed, and non-collusive negotiations; has no obvious deficiencies; does not improperly grant  
20 preferential treatment to the Settlement Class Representatives or segments of the Class; and  
21 appears to be fair, reasonable, and adequate, such that notice of the Settlement should be directed to  
22 the Class Members, and a Final Approval Hearing should be set.

23 2. Accordingly, the Motion is GRANTED.

24 **II. THE CLASS, CLASS REPRESENTATIVES, AND CLASS COUNSEL**

25 3. The “Class” or “Settlement Class” means “a nationwide class of all persons (including  
26 individuals and entities) who own, owned, lease, or leased a Class Vehicle.” Settlement Agreement  
27 (“SA”) ¶ 2.8. The Class Vehicles include approximately 500,000 Porsche gasoline vehicles,  
28 model years 2005-2020, as defined in the proposed Settlement Agreement. *Id.* ¶ 2.14.

1           4.       Those excluded from the Class are: (a) Defendants’ officers, directors and  
 2 employees and participants in the Porsche Associate Lease Program; Defendants’ affiliates and  
 3 affiliates’ officers, directors and employees; Defendants’ distributors and distributors’ officers,  
 4 directors and employees; (b) Judicial officers and their immediate family members and associated  
 5 court staff assigned to this case; (c) All individuals who leased a Class Vehicle from a lessor other  
 6 than Porsche Financial Services; (d) All individuals who are not Tested Fuel Economy Class  
 7 Members, Sport+ Class Members, or Fuel Economy Class Members; and (e) All those otherwise in  
 8 the Class who or which timely and properly exclude themselves from the Class as provided in the  
 9 Class Action Agreement. SA ¶ 2.8.

10           5.       Plaintiffs’ Lead Counsel, appointed by the Court in Pretrial Order No. 7, has applied  
 11 for appointment as Interim Settlement Class Counsel, and the proposed Settlement Class  
 12 Representatives are those named as Plaintiffs in the Amended Consolidated Consumer Class  
 13 Action Complaint.

### 14       **III.    PRELIMINARY FINDINGS**

15           6.       The Court is thoroughly familiar with the standards applicable to certification of a  
 16 settlement class, and has applied them in several recent settlements in this MDL. *See, e.g., In re*  
 17 *Volkswagen "Clean Diesel" Mktg., Sales Practices, & Prod. Liab. Litig.*, No. MDL 2672 CRB  
 18 (JSC), Dkt. 6764 (N.D. Cal. Oct. 04, 2019) (Audi CO<sub>2</sub> cases); *In re Volkswagen "Clean Diesel"*  
 19 *Mktg., Sales Practices, & Prod. Liab. Litig.*, No. MDL 2672 CRB (JSC), 2018 WL 6198311, at \*1  
 20 (N.D. Cal. Nov. 28, 2018) (ADR Settlement); *In re Volkswagen "Clean Diesel" Mktg., Sales*  
 21 *Practices, & Prod. Liab. Litig.*, No. 2672 CRB (JSC), 2017 WL 672820, at \*6 (N.D. Cal. Feb. 16,  
 22 2017) (Bosch consumer cases); *In re Volkswagen "Clean Diesel" Mktg., Sales Practices, & Prod.*  
 23 *Liab. Litig.*, No. MDL 2672 CRB (JSC), 2017 WL 672727, at \*12 (N.D. Cal. Feb. 16, 2017)  
 24 (3.0-liter consumer cases); *In re: Volkswagen "Clean Diesel" Mktg., Sales Practices, & Prod.*  
 25 *Liab. Litig.*, No. 2672 CRB (JSC), 2016 WL 6091259, at \*6 (N.D. Cal. Oct. 18, 2016) (Franchise  
 26 dealer cases); *In re: Volkswagen "Clean Diesel" Mktg., Sales Practices, & Prod. Liab. Litig.*, No.  
 27 2672 CRB (JSC), 2016 WL 4010049, at \*9 (N.D. Cal. July 26, 2016) (2.0-liter consumer cases),  
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1 *aff'd* 895 F.3d 597, 606–09 (9th Cir. 2018). *See also In re Hyundai & Kia Fuel Econ. Litig.*, 926  
 2 F.3d 539, 556–67 (9th Cir. 2019) (detailing the standard for certifying a settlement class).

3 7. Applying these standards, the Court finds that it will likely be able to approve, under  
 4 Rule 23(e)(2), the proposed Settlement Class, as defined above, because the Class and its  
 5 representatives likely meet all relevant requirements of Rule 23(a) and Rule 23(b)(3).

6 **IV. NOTICE TO CLASS MEMBERS**

7 8. The Court is also familiar with the evolving methods of class notice, and has  
 8 observed their effectiveness as utilized in previous class settlements in this litigation. As applied  
 9 here, the Court finds that the content, format, and method of disseminating Notice—set forth in  
 10 the Motion, the Declaration of Jennifer Keough on Settlement Notice Plan, and the Settlement  
 11 Agreement and Release—is state of the art and satisfies Rule 23(c)(2) and all contemporary  
 12 notice standards. The Court approves the notice program, and hereby directs that such notice be  
 13 disseminated in the manner set forth in the proposed Settlement Agreement and Declaration of  
 14 Jennifer Keough on Settlement Notice Plan to Class Members under Rule 23(e)(1).

15 **V. SCHEDULE AND PROCEDURES FOR DISSEMINATING NOTICE, FILING**  
 16 **CLAIMS, REQUESTING EXCLUSION FROM THE CLASS, FILING**  
 17 **OBJECTIONS TO THE CLASS ACTION SETTLEMENT, AND FILING THE**  
 18 **MOTION FOR FINAL APPROVAL**

Proposed Date	Court Adopted Date (if altered)	Event
June 15, 2022	June 15, 2022	Settlement Class Representatives file Motion for an Order Approving Notice
July 22, 2022	_____, 2022	Hearing on Motion for Preliminary Approval [Balance of the schedule assumes entry of Order granting preliminary approval on this date]

Proposed Date	Court Adopted Date (if altered)	Event
July 22, 2022	_____, 2022	Class Notice Program begins
August 19, 2022	_____, 2022	Motions for Final Approval and Attorneys' Fees and Expenses filed
September 23, 2022	_____, 2022	Objection and Opt-Out Deadline
October 7, 2022	_____, 2022	Reply Memoranda in Support of Final Approval and Fee/Expense Application filed
October 21, 2022	_____, 2022	Final Approval Hearing.

#### **VI. FINAL APPROVAL HEARING**

9. The Final Approval Hearing shall take place on \_\_\_\_\_, at \_\_\_:00 a.m. at the United States District Court for the Northern District of California, United States Courthouse, 450 Golden Gate Avenue, San Francisco, California 94102, before the Honorable Charles R. Breyer, to determine whether the proposed Class Settlement is fair, reasonable, and adequate, whether it should be finally approved by the Court, and whether the Released Claims should be dismissed with prejudice under the Settlement and the Notice Program.

#### **VII. OTHER PROVISIONS**

10. Plaintiffs' Lead Counsel is hereby appointed as Interim Settlement Class Counsel under rule 23(g)(3) ("Interim Class Counsel"). Interim Class Counsel and Defendants are authorized to take, without further Court approval, all necessary and appropriate steps to implement the Settlement, including the approved Notice Program.

11. The dates and deadlines set forth in this Preliminary Approval Order, including, but not limited to, the Final Approval Hearing, may be extended by Order of the Court without further notice to the Class Members, except that notice of any such extensions shall be included on the Settlement Website. Class Members should check the Settlement Website regularly for updates



1 and further details regarding extensions of these deadlines. Exclusions and Objections must meet  
2 the deadlines and follow the requirements set forth in the approved notice in order to be valid.

3 12. Interim Class Counsel and Defendants' Counsel are hereby authorized to use all  
4 reasonable procedures in connection with approval and administration of the Settlement that are not  
5 materially inconsistent with the Preliminary Approval Order or the Class Action Settlement,  
6 including making, without further approval of the Court, minor changes to the Settlement, to the  
7 form or content of the Class Notice, or to any other exhibits that the Parties jointly agree are  
8 reasonable or necessary.

9 13. The Court authorizes the Settlement Administrator, JND Legal Administration,  
10 through data aggregators or otherwise, to request, obtain and utilize vehicle registration  
11 information from the Department of Motor Vehicles for all 50 states, the District of Columbia,  
12 Puerto Rico, Guam, the U.S. Virgin Islands and all other United States territories and/or  
13 possessions for the purposes of identifying the identity of and contact information for purchasers  
14 and lessees of Class Vehicles. Vehicle registration information includes, but is not limited to,  
15 owner/lessee name and address information, registration date, year, make, and model of the  
16 vehicle.

17 14. The Court shall maintain continuing jurisdiction over these proceedings for the  
18 benefit of the Class as defined in this Order.

19 **IT IS SO ORDERED.**

20  
21 DATED: \_\_\_\_\_

\_\_\_\_\_  
22 THE HONORABLE CHARLES R. BREYER  
23 UNITED STATES DISTRICT JUDGE  
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