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

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

MDL No. 2672 CRB (JSC)

15 This Document Relates To:

16 ALL ACTIONS (except securities actions)

17 **STIPULATED MOTION AND**  
18 **[PROPOSED] ORDER REGARDING**  
19 **REVISED NOTICE OF 3.0-LITER TDI**  
20 **CLASS ACTION SETTLEMENT**  
21 **AGREEMENT**

Judge Charles R. Breyer

22 The proposed Settlement Class of certain owners and lessees of Volkswagen, Audi, and Porsche  
23 3.0-liter TDI vehicles ("Plaintiffs"), by and through Lead Counsel, and the Volkswagen and Porsche  
24 Defendants, by and through their respective counsel, jointly request the Court's entry of the proposed  
25 Order set forth below. In support of this request, the parties jointly stipulate and agree to the following:

26 1. This Court granted preliminary approval to the proposed Long Form Notice on  
27 February 16, 2017. Order Granting Preliminary Approval of the Consumer and Reseller Dealership  
28 3.0-Liter Class Action Settlement at 34 (Dkt. 2919).

2. The parties have agreed to include additional information in the Long Form Notice on the  
provisions of the Class Action Settlement Agreement and the Executive Summary relating to  
performance.

1           3.       The parties agree and request that the Court approve the attached form of Class Notice  
2 for posting on the settlement website, www.vwcourtsettlement.com, on the Court's website, and for  
3 further use in the Court-approved notice program.

4  
5 DATED: March 15, 2017

Respectfully submitted,  
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*Liaison Counsel for the Porsche Defendants*

**[PROPOSED] ORDER REGARDING REVISED CLASS NOTICE**

Based on the foregoing Stipulation, the Court GRANTS the Stipulated Motion Regarding Revised Notice of 3.0-Liter TDI Class Action Settlement Agreement. The Notice should be posted on the settlement website, the Court’s website, and disseminated upon request to class members.

IT IS SO ORDERED.

DATED: \_\_\_\_\_, 2017.

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CHARLES R. BREYER  
United States District Judge

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**ATTESTATION (CIVIL LOCAL RULE 5-I(i)(3))**

In accordance with Civil Local Rule 5-1(i)(3), I attest that concurrence in the filing of this document has been obtained from the signatories.

Dated: March 15, 2017

LIEFF CABRASER HEIMANN & BERNSTEIN, LLP

*/s/ Elizabeth J. Cabraser* \_\_\_\_\_

Elizabeth J. Cabraser

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**CERTIFICATE OF SERVICE**

I hereby certify that, on March 15, 2017, 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

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**Volkswagen 3.0-Liter Diesel  
Emissions Class Action Settlement**

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

Volkswagen, Audi, and Porsche have reached three new settlements with federal and state regulators and consumers on claims that they installed defeat device software to bypass emissions standards in the 3.0-liter turbocharged direct injection (TDI) diesel engine vehicles listed below. Volkswagen and Audi are referred to here as “Volkswagen,” and “Defendants” means Volkswagen, Audi, and Porsche collectively. These settlements are:

- A Class Action Settlement with 3.0-liter vehicle owners/lessees, including certain former owners/lessees and vehicle dealers (“Class Action Settlement”);
- A Consent Decree with the United States Department of Justice (the “DOJ”) on behalf of the Environmental Protection Agency (the “EPA”) and the State of California by and through the California Air Resources Board (“CARB”) and the California Attorney General (“CA AG”) (“US/CA Settlement”); and
- A Consent Order with the Federal Trade Commission (“FTC”) (“FTC Settlement”).

This Notice provides a summary of the terms of the Class Action Settlement. The following 3.0-liter TDI diesel engine vehicles are included in the Class Action Settlement. Because Volkswagen produced two different versions, called “Generations,” of its 3.0-liter, six-cylinder diesel engines, the Eligible Vehicles are divided into Generation One and Generation Two. Generation One includes Model Years 2009-2012 and Generation Two includes Model Years 2013-2016.

GENERATION ONE		GENERATION TWO	
MODEL	MODEL YEARS	MODEL	MODEL YEARS
VW Touareg	2009-2012	VW Touareg	2013-2016
Audi Q7	2009-2012	Audi Q7	2013-2015
		Audi A6	2014-2016
		Audi A7	2014-2016
		Audi A8, A8L	2014-2016
		Audi Q5	2014-2016
		Porsche Cayenne	2013-2016

The goals of the Class Action Settlement are (1) to provide regulator-approved repairs or modifications to these vehicles in order to bring them into compliance with emissions standards, and (2) to compensate owners and lessees of these vehicles.

**Generation One** vehicles **cannot** practically be brought into compliance with the emissions standards to which they were originally certified by the EPA and CARB (the “regulators”), so owners with Generation One vehicles may choose among a Buyback, a Trade-In, or, if approved, a Reduced Emissions Modification with Extended Warranty plus substantial compensation. Similarly, current lessees with Generation One vehicles may choose among a Lease Termination or, if approved, a Reduced Emissions Modification plus substantial compensation. A “Reduced Emissions Modification” means a repair or modification approved by EPA/CARB that brings vehicles into compliance with less stringent exhaust emissions standards than those to which they were originally certified.

In contrast, it is anticipated that the newer **Generation Two** vehicles **can** be repaired to bring them into compliance with the exhaust emissions standards to which they were originally certified, without materially

reduced performance. This is called an “Emissions Compliant Repair.” Accordingly, the Class Action Settlement provides Defendants an opportunity to get EPA/CARB’s approval for an Emissions Compliant Repair. The Class Action Settlement places specific time limits on Defendants’ efforts to make an Emissions Compliant Repair available. For details on those time limits, see Question 35 of this Notice.

If Defendants make an Emissions Compliant Repair available on time, Class Members with Generation Two vehicles for which the Emissions Compliant Repair is approved will be entitled to receive the repair free of charge (if they still own or lease their vehicles) and a substantial Emissions Compliant Repair Payment with Extended Warranty.

For any Generation Two vehicles for which Defendants do not make an Emissions Compliant Repair available on time, Class Members can choose instead among a Buyback or a Trade-In (for owners) or a Lease Termination (for lessees), or, if available, an Approved Emissions Modification plus substantial compensation. As used throughout this Notice, “Approved Emissions Modification” means either an Emissions Compliant Repair or a Reduced Emissions Modification.

**All** Class Members with Generation Two vehicles can choose to receive up to half of their Emissions Compliant Repair Payment shortly after final approval of the Class Action Settlement by the Court. The remainder of the compensation will be paid at the time of the Emissions Compliant Repair, or, if an Emissions Compliant Repair is not timely available, at the time of the Approved Emissions Modification, Buyback, Trade-In, or Lease Termination.

Class Members may withdraw from the Class Action Settlement if neither an Emissions Compliant Repair nor a Reduced Emissions Modification is approved for their vehicle by August 1, 2018. For details on this, see Question 60.

### **Benefits to Class Members**

As summarized below, the options and benefits available to Class Members depend on whether their Eligible Vehicles can be brought into compliance with the emissions standards to which they were originally certified.

#### **Summary of Benefits for Generation One**

Since Generation One vehicles cannot practically be brought into compliance with their originally certified exhaust emissions standards, the options and benefits available to Owners and Lessees of Generation One Eligible Vehicles are a choice among:

- (1) A Buyback as described in Question 16 of this Notice; or
- (2) A Trade-In as described in Question 18 of this Notice; or
- (3) A Reduced Emissions Modification, if one is approved, and Extended Warranty, as described in Questions 23-26 of this Notice; or
- (4) Lease Termination for Eligible Lessees as described in Questions 20-22 of this Notice.

Under each of these options, Class Members will receive substantial compensation.

Volkswagen has agreed to begin the claims program within 15 business days after the Court grants final approval and enters the US/CA Settlement. Class Members will not have to wait until any appeals have been resolved and will be able to drive their vehicles legally while they await their Buyback, Trade-In, Reduced Emissions Modification, or Lease Termination.



### Summary of Benefits for Generation Two

If Volkswagen **can** repair Generation Two vehicles so that they comply with their originally certified exhaust emissions standards and makes this repair available in a timely manner, Class Members who own or lease Generation Two vehicles will receive the Emissions Compliant Repair free of charge. In addition to this Emissions Compliant Repair, Volkswagen will pay substantial compensation to owners and lessees of those Generation Two vehicles.

On the other hand, if the EPA and CARB determine that Defendants **cannot** make an Emissions Compliant Repair to a group of Generation Two vehicles, or if Volkswagen cannot meet the time limits for making the Emissions Compliant Repair available, the options and benefits available to owners and lessees in that group will be a choice among:

- (1) A Buyback as described in Question 42-43 and 45 of this Notice; or
- (2) A Trade-In as described in Questions 44-45 of this Notice; or
- (3) An Approved Emissions Modification, if one is available, and Extended Warranty, as described in Questions 38-41 of this Notice; or
- (4) Lease Termination for Eligible Lessees as described in Questions 46-47 of this Notice.

Under each of these options, Class Members will receive substantial compensation.

Even before an Emissions Compliant Repair is approved, **owners and lessees of Generation Two vehicles can choose to receive up to half of their Emissions Compliant Repair Payment shortly after the Court grants final approval of the Class Action Settlement.** The rest will be paid when the approved repair is made, or, if a repair is not timely available, when the Class Member obtains one of the other four remedies listed above. Generation Two vehicles that would otherwise be without warranty protection during all or part of this period will receive a “Class Bridge Warranty” until an Emissions Compliant Repair is approved or denied. See Question 34 of this Notice.

### Additional Benefits for Generations One and Two

Additional benefits to Class Members with Generation One vehicles, and to Class Members with any Generation Two vehicles for which an Emissions Compliant Repair does not timely become available, include (1) a free AdBlue refill and free oil change while waiting for the emissions modification to be performed on their vehicle or for the Buyback/Trade-In to be completed, (2) for those who select the Buyback option, refunds for unused portions of certain extended warranties and vehicle service plans, and (3) for those who select the Buyback or Trade-In options, forgiveness of auto loan obligations up to an additional 30% of the Buyback or Trade-In amount.

### Getting Information About Settlement Benefits

As of February 15, 2017, the settlement website [www.VWCourtSettlement.com](http://www.VWCourtSettlement.com) will allow Class Members to enter their Vehicle Identification Number (“VIN”) to see if the vehicle is included in the Settlements. Class Members will be able to identify themselves as Eligible Former Owners, if appropriate, and will be able to register for more information.

### Environmental Relief

On top of the compensation described above, under settlements with the EPA and CARB, Volkswagen will pay \$225 million to support environmental programs throughout the country that will reduce nitrogen oxides (“NOx”) in the atmosphere by an amount intended to fully mitigate the past and future excess emissions from the 3.0-liter TDI vehicles. Additionally, under a settlement with California, Volkswagen must pay CARB \$25 million to support “Zero Emissions Vehicle” or “ZEV” programs in California, over and above any amount Volkswagen previously planned to spend on such technology.

**Attorneys' Fees**

The Court must approve all plaintiffs' attorneys' fees and costs. Any fees and costs paid to Class Counsel will not reduce Class Members' compensation.

**For More Information**

This notice is a summary of the Class Action Settlement and its benefits. The full details of all related settlements are available online at [www.VWCourtSettlement.com](http://www.VWCourtSettlement.com).

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## CLASS MEMBERSHIP

### 1. What are the “Clean Diesel” cases about?

On September 18, 2015, the EPA issued a notice of violation informing Volkswagen that its 2.0-liter diesel-powered (“TDI”) vehicles were equipped with illegal devices that allowed the vehicles to pollute more than allowed by law. On November 2, 2015, the EPA issued a second notice of violation relating to a similar device found in 3.0-liter TDI vehicles sold under the Volkswagen and Audi brands for model years 2009-2016, and under the Porsche brand for model years 2013-2016.

Attorneys representing owners and lessees of the relevant Volkswagen, Audi, and Porsche vehicles, including certain reseller automobile dealers, filed class action lawsuits against Defendants. The class actions allege that Volkswagen programmed vehicles’ computers to detect when they were undergoing official emissions testing. The class actions allege that the vehicles turned on their full emissions control systems only during testing, but that they were not turned on during normal road use, which caused the vehicles to emit significantly more pollutants than permitted under United States clean air laws.

In addition to the class action lawsuits, the United States Department of Justice on behalf of the EPA, the State of California by and through CARB and the Attorney General of California, and the FTC also filed lawsuits. The lawsuits filed by the DOJ/EPA and CARB assert that the Defendants violated the Clean Air Act and the California Health and Safety Code, and the lawsuits filed by Plaintiffs and the FTC assert that the Defendants intentionally misled consumers about the qualities and characteristics of the diesel-engine vehicles sold under the Volkswagen, Audi, and Porsche brands.

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

You are included in the Class Action Settlement if you are in the Class. Except for the exclusions mentioned below, the class is composed of all persons (including individuals and entities) who:

- owned or leased an Eligible Vehicle in the United States or its territories at any time between September 18, 2015 and November 2, 2015, inclusive; or
- become the owner of an Eligible Vehicle in the United States or its territories between November 3, 2015 and June 1, 2019 for owners of Generation One vehicles and between November 3, 2015 and December 31, 2019 for owners of Generation Two vehicles; or
- own an Eligible Vehicle in the United States or its territories at the time of participation in the 3.0-liter Settlement Program.

The Class includes Non-Authorized Dealers who otherwise meet the definition of the Class.

The following persons (including entities and individuals) are **excluded** from the Class:

- Owners who acquired a Volkswagen, Audi, or Porsche 3.0-liter TDI vehicle after September 18, 2015 and sold it before November 2, 2015;
- Owners who acquired a Volkswagen, Audi, or Porsche 3.0-liter TDI vehicle after November 2, 2015 and transferred title on or before January 31, 2017;
- Lessees of a Volkswagen, Audi, or Porsche 3.0-liter TDI vehicle that is or was leased from a lessor other than VW Credit, Inc. or Audi Financial Services (Volkswagen and Audi vehicles) or Porsche Financial Services, Inc. (Porsche vehicles);

- Owners whose Volkswagen, Audi, or Porsche 3.0-liter TDI vehicle had a branded title of assembled, dismantled, flood, junk, rebuilt, reconstructed, or salvage on September 18, 2015, and was acquired from a junkyard, salvage yard, or salvage dealer after September 18, 2015;
- Owners of Volkswagen, Audi, or Porsche 3.0-liter TDI vehicles who sell or otherwise transfer ownership of their vehicle after January 31, 2017 but on or before the April 14, 2017 opt-out deadline—unless the car was totaled (and title was transferred to an insurance company) or otherwise permanently removed from commerce;
- Defendants’ officers, directors and employees and participants in Volkswagen and Porsche’s internal lease programs; Defendants’ affiliates and affiliates’ officers, directors and employees; their distributors and distributors’ officers, directors and employees; Volkswagen, Audi, and Porsche Authorized Dealers and Volkswagen, Audi, and Porsche Authorized Dealers’ officers and directors;
- Judicial officers and their immediate family members and associated court staff assigned to this case; and
- All those otherwise in the Class who or which timely and properly exclude themselves from the class as provided in the Class Action Settlement.

If, after reading this Notice, you are not sure whether you are included in one of the Settlements, you may visit [www.VWCourtSettlement.com](http://www.VWCourtSettlement.com) (or call 1-844-98-CLAIM). You may also write with questions to VW 3-liter Court Settlement, P.O. Box 214500, Auburn Hills, MI 48321.

**3. I sold my vehicle. Am I a Class Member? What are my benefits?**

If you owned an Eligible Vehicle on September 18, 2015 and/or November 2, 2015, and sold it on or before January 31, 2017, you may be an Eligible Former Owner. **Class Members who wish to claim benefits under the Class Action Settlement, and have not already sold their vehicles, should retain them.** If you owned your vehicle on either September 18, 2015 and/or November 2, 2015, and you sold your vehicle:

- On or before January 31, 2017, you are a Class Member. You may be eligible to receive benefits as an Eligible Former Owner.
- After January 31, 2017 but on or before the opt-out deadline of April 14, 2017, you are not a Class Member, unless the car was totaled (and title was transferred to an insurance company) or otherwise permanently removed from commerce. As a non-Class Member, you are not eligible for settlement benefits. You are not bound by the Class Action Settlement, and you do not give up any claims you may have against Volkswagen.
- After the April 14, 2017 opt-out deadline, you are a Class Member, are bound by the Class Action Settlement, but are not eligible for settlement benefits.

**To obtain benefits, an Eligible Former Owner must submit, and Volkswagen must receive, the Eligible Former Owner Identification Form by May 1, 2017. Eligible Former Owners must also submit a complete and valid claim within 60 days after final approval of the Class Action Settlement.**

**4. I no longer lease my vehicle. Am I a Class Member?**

If you leased an Eligible Vehicle at any time between September 18, 2015 and November 2, 2015, inclusive, your lease was issued by VW Credit, Inc. or Audi Financial Services (Generation One and Two Volkswagen and Audi vehicles) or Porsche Financial Services, Inc. (Generation Two Porsche vehicles), and you surrendered your vehicle at the end of the lease, you are a Class Member. If you surrendered your Eligible Vehicle on or before January 31, 2017, you are an Eligible Former Lessee. If you surrender your Eligible Vehicle after January 31, 2017, you are an Eligible Lessee. Former lessees will be entitled to the same

benefits under the Class Action Settlement regardless of whether they are classified as Eligible Lessees or Eligible Former Lessees.

**To obtain benefits, Eligible Former Lessees must submit a complete and valid claim within 60 days from final approval of the Class Action Settlement.**

**5. I bought my vehicle after September 18, 2015. Am I a Class Member?**

If you acquired an Eligible Vehicle after September 18, 2015 and still own it, you are a Class Member. While you continue to own it, you are an Eligible Owner, unless you bought from an Eligible Lessee, in which case you are an Eligible Lessee.

If you bought an Eligible Vehicle after September 18, 2015 and still own it, but you sell your vehicle before claiming your benefits, you will not receive any benefits under the Class Action Settlement.

If you buy an Eligible Vehicle after the opt-out date of April 14, 2017 but before September 30, 2019 (Generation One) or April 30, 2020 (Generation Two), you may have the right to exclude yourself from (opt out of) the Settlement class within 30 days of the vehicle purchase date. If you do not exclude yourself, you will be entitled to receive any benefits to which the person selling the vehicle to you would have still been entitled under the Class Action Settlement.

**6. How do I identify myself as an Eligible Former Owner, and when must I do so?**

You can identify yourself by registering at [www.VWCourtSettlement.com](http://www.VWCourtSettlement.com) (preferred) or by filling out and mailing a paper Eligible Former Owner Identification Form, which can be downloaded from the Settlement website or requested over the phone (1-844-98-CLAIM). You should complete an Eligible Former Owner Identification Form if you owned an Eligible Vehicle on September 18, 2015 and/or November 2, 2015, but sold or transferred it on or before January 31, 2017. **To qualify for a Former Owner Restitution Payment or Former Owner Repair Payment, Volkswagen must receive your Eligible Former Owner Identification Form by May 1, 2017. You also must submit a complete and valid claim within 60 days after final approval of the Class Action Settlement.**

**7. Am I included in the Class Action Settlement if I leased and then purchased the vehicle that I now own?**

Yes, you are included in the Class Action Settlement if your lease was with VW Credit, Inc. (including Audi Financial Services) for Volkswagen and Audi vehicles or Porsche Financial Services, Inc. for Porsche vehicles. The benefits you will receive depend on which Generation vehicle you own and when you purchased your vehicle. If you purchased your vehicle off lease on or before January 31, 2017, you will be an Eligible Owner. If you purchase your vehicle off lease after January 31, 2017, you will be an Eligible Lessee.

**8. Can I still participate in the Class Action Settlement if I took part in the Volkswagen, Audi, or Porsche Goodwill Program?**

Yes, participation in the Volkswagen, Audi, or Porsche Goodwill Programs does not affect your eligibility for benefits under the Class Action Settlement. Any Goodwill Program benefit you received will not affect the amount you are entitled to receive under the Class Action Settlement.

**ENVIRONMENTAL REMEDIATION**

**9. What type of environmental remediation is required by the Settlements?**

In addition to the money to be paid to Class Members, under settlements with the EPA and CARB, Volkswagen will pay \$225 million to support environmental programs throughout the country that will reduce



harmful NOx in the atmosphere by an amount intended to fully mitigate the past and future excess emissions from the 3.0-liter TDI vehicles.

**10. How will the Settlements promote Zero Emission Vehicle technology?**

Under a separate consent decree with California, Volkswagen must pay \$25 million to promote Zero Emission Vehicles (or “ZEVs”) in California, over and above any amount Volkswagen previously planned to spend on such technology.

## GENERATION ONE SETTLEMENT BENEFITS

## 11. Who qualifies for payment benefits?

Several broad categories of Class Members qualify for payment benefits related to Generation One Eligible Vehicles: Eligible Owners, Eligible Lessees, Eligible Former Owners, and Eligible Former Lessees. Full details on the benefits for these Class Members are provided in the Questions that follow, but a summary appears immediately below.

Category	Definition	Benefit Options	Amount of Restitution
<b>Eligible Owner (bought new vehicle at any point, or bought used vehicle on or before September 18, 2015)</b>	Owning a Generation One Eligible Vehicle at the time of Buyback, Trade-In, or Reduced Emissions Modification	(1) <u>Buyback</u> Vehicle Value <sup>1</sup> + Restitution Payment + Loan Forgiveness if applicable OR (2) <u>Trade-In</u> Trade-In Credit = Vehicle Value + Restitution Payment + Loan Forgiveness if applicable OR (if approved) (3) <u>Reduced Emissions Modification + Extended Warranty</u> Modification to reduce emissions + Restitution Payment + Extended Warranty	\$5,155 + the amount by which the vehicle's September 2015 Clean Retail Value exceeds its Clean Trade Value <sup>2</sup> + state and average local taxes on the vehicle's September 2015 Clean Retail Value <i>Minimum restitution is \$6,000.</i>
<b>Eligible Owner (bought used vehicle after September 18, 2015)</b>	Owning a Generation One Eligible Vehicle at the time of Buyback, Trade-In, or Reduced Emissions Modification	(1) <u>Buyback</u> Vehicle Value + Restitution Payment + Loan Forgiveness if applicable OR (2) <u>Trade-In</u> Trade-In Credit equal to Vehicle Value + Restitution Payment + Loan Forgiveness if applicable OR (if approved)	Same as above, except if there is an Eligible Former Owner or Eligible Former Lessee of your vehicle. In that case, you receive half the Restitution Payment given above. <i>The Buyback Amount or Trade-In Credit must be in excess of Retail Replacement Value as defined in the US/CA Settlement.</i>

<sup>1</sup> Vehicle Value is determined based on the Clean Trade Value in the September 2015 edition of the National Automobile Dealers Association ("NADA") Used Car Guide for that vehicle, adjusted for factory options and mileage.

<sup>2</sup> For Eligible Owners, the September 2015 Clean Retail Value and Clean Trade Value are determined based on the September 2015 edition of the NADA Used Car Guide and are adjusted for factory options and mileage.

		(3) <u>Reduced Emissions Modification + Extended Warranty</u>  Modification to reduce emissions + Restitution Payment + Extended Warranty	See Question 12 for more information.
<b>Eligible Former Owner</b>	Owning a Generation One Eligible Vehicle on September 18, 2015 and/or November 2, 2015, and sold the vehicle on or before January 31, 2017.	Restitution Payment	If there is one Eligible Former Owner of the vehicle, that Eligible Former Owner will receive approximately half of the total Restitution for the vehicle ( <i>i.e.</i> , half the amount that would be due to the owner if no former owners or lessees came forward). If there are two Eligible Former Owners, they will each receive approximately a quarter of the total Restitution. There cannot be more than two Eligible Former Owners.
<b>Eligible Lessees (currently leases car)</b>	Leases an Eligible Vehicle, with a lease issued by VW Credit, Inc. (including Audi Financial Services) at the time of early Lease Termination or Reduced Emissions Modification.	(1) <u>Lease Termination</u> Free early termination + Restitution Payment  OR (if approved) (2) <u>Reduced Emissions Modification</u>  Modification to reduce emissions + Restitution Payment	\$2,577.50  +  ½ of the amount by which the vehicle's September 2015 Clean Retail Value and exceeds its Clean Trade Value <sup>3</sup>  +  ½ of state and average local taxes on the vehicle's September 2015 Clean Retail Value  <i>Minimum restitution is \$3,000.</i>

<sup>3</sup> For Eligible Lessees, the September 2015 Clean Retail Value and Clean Trade Value are determined based on the September 2015 edition of the NADA Used Car Guide and are adjusted for factory options, but not for mileage.

<b>Eligible Lessees (formerly leased car and surrendered it after January 31, 2017)</b>	Leased an Eligible Vehicle with a lease from VW Credit, Inc. (including Audi Financial Services) and surrendered the vehicle to Volkswagen	Restitution Payment	Same as Eligible Lessees who currently lease car.
<b>Eligible Former Lessees (formerly leased car and surrendered it on or before January 31, 2017)</b>	You leased an Eligible Vehicle with a lease from VW Credit, Inc. (including Audi Financial Services) and surrendered the vehicle to Volkswagen on or before January 31, 2017	Restitution payment	Same as Eligible Lessees who currently lease car.
<b>Eligible Lessees (now owns car)</b>	At the time of Reduced Emissions Modification, owns an Eligible Vehicle that had a lease issued by VW Credit, Inc. (including Audi Financial Services) and that was purchased off lease after January 31, 2017	<u>Reduced Emissions Modification</u> Modification to reduce emissions + Restitution Payment	Same as Eligible Lessees who currently lease car.

**To obtain benefits, an Eligible Former Owner must submit, and Volkswagen must receive, the Eligible Former Owner Identification Form by May 1, 2017. Eligible Former Owners also must submit a complete and valid claim within 60 days after final approval of the Class Action Settlement.**

**To obtain benefits, Eligible Former Lessees must submit a complete and valid claim within 60 days after final approval of the Class Action Settlement.**

## 12. What payment will I receive if I participate in the Settlement?

- Eligible Owners of Generation One vehicles who choose the Buyback or Trade-In options will receive the Vehicle Value, plus an additional payment called Owner Restitution, as described below.
- Eligible Owners who choose a Reduced Emissions Modification will receive the Reduced Emissions Modification plus Owner Restitution and an Extended Warranty. The Owner Restitution component of the benefit is the same whether you choose a Buyback, Trade-In, or Reduced Emissions Modification.
- As explained below, however, the amount of the payment the owner will receive may vary depending on whether the owner owned the vehicle on September 18, 2015 or bought it new.

### **Owner Restitution If You Acquired a New Eligible Vehicle at Any Point, or If You Acquired a Used Eligible Vehicle on or Before September 18, 2015:**

An Eligible Owner who acquired a new Generation One Eligible Vehicle at any point, or a used Generation One Eligible Vehicle **on or before September 18, 2015**, will be offered, in addition to the Vehicle Value, a Restitution Payment composed of: (a) a fixed dollar amount of \$5,155.00, (b) state and average local taxes

on the vehicle's September 2015 National Automotive Dealers Association (NADA) Clean Retail Value (adjusted for options and mileage), and (c) the amount by which the September 2015 Clean Retail Value (adjusted for certain options and mileage) exceeds the September 2015 NADA Clean Trade Value (adjusted for options and mileage). Amounts (b) and (c) are intended to ensure that Eligible Owners will be compensated for their vehicle's clean retail value in September 2015, including state and average local taxes on that value.

If, using the formula given above, the Restitution Payment is not at least \$6,000, Volkswagen will add whatever additional amount is needed to reach \$6,000.

**Example of Owner Restitution:**

<b>Vehicle</b>	2009 Audi Q7 3.0 TDI Premium Plus
<b>Vehicle Clean Trade Value</b>	\$22,825 (assumes standard mileage)
<b>Vehicle Clean Retail Value</b>	\$25,550 (assumes standard mileage)
<b>Amount by which Retail Value exceeds Trade Value</b>	\$2,725
<b>State and Local Tax Rate</b>	Connecticut, 6.35%
<b>Tax on Vehicle Value</b>	6.35% of \$25,550 = \$1,622.43
<b>Owner Restitution</b>	\$5,155 [fixed amount] + \$2,725 [amount by which Retail Value exceeds Trade Value] + \$1,622.43 [tax] = <b>\$9,502.43</b>
<b>Minimum</b>	Owner Restitution is greater than \$6,000, so the minimum does not apply.

**Owner Restitution If You Acquired a Used Vehicle After September 18, 2015:**

If you acquired a used Generation One Eligible Vehicle **after September 18, 2015**, your Owner Restitution Payment will be the same amount described above **unless** (1) one or more Eligible Former Owners files a valid claim related to the same vehicle, or (2) the Eligible Vehicle was previously leased by someone other than the Eligible Owner and that Eligible Former Lessee files a valid claim related to the same vehicle. In either case, you will receive half the Owner Restitution amount described above, because the Owner Restitution will effectively be split between you and the former owner or lessee. If you select a Buyback, your restitution amount will be increased, if necessary, to ensure that you receive a total Buyback amount that is more than the Retail Replacement Value as defined in the US/CA Settlement.

**Former Owner Restitution If You Sold Your Vehicle on or Before January 31, 2017:**

If you owned a Generation One Eligible Vehicle **on September 18, 2015 and/or November 2, 2015** and sold the vehicle **on or before January 31, 2017**, you may be an Eligible Former Owner. Eligible Former Owners also receive restitution. If only one Eligible Former Owner makes a valid claim, that Eligible Former Owner will receive a Restitution Payment of approximately half the applicable Owner Restitution for that vehicle if no Eligible Former Owner or Lessee had come forward (no less than \$3,000). If two Eligible Former Owners make a valid claim, each will receive a Restitution Payment of approximately one quarter the applicable Owner Restitution for that vehicle if no Eligible Former Owner or Lessee had come forward (no less than \$1,500). There can be no more than two Eligible Former Owners for any Eligible Vehicle.

**To obtain Former Owner Restitution, Eligible Former Owners must submit, and Volkswagen must receive, their Identification Forms by May 1, 2017. They must also submit a complete and valid claim within 60 days from final approval of the Class Action Settlement.**

**Restitution for Eligible Lessees and Eligible Former Lessees:**

Whether or not you currently lease your vehicle, if you held a lease issued by VW Credit, Inc. or Audi Financial Services of a Generation One Eligible Vehicle at any time between September 18, 2015 and November 2, 2015, you will be offered a Restitution Payment comprised of: (a) a fixed dollar amount of \$2,577.50, (b) half of the state and average local taxes on the vehicle's September 2015 NADA Clean Retail Value (adjusted for certain options, but not mileage), and (c) half of the amount by which the September 2015 Clean Retail Value (adjusted for certain options, but not mileage) exceeds the September 2015 NADA Clean Trade Value (also adjusted for certain options, but not mileage). The "Payment Amounts for All Generation One Lessees" table attached to this Notice provides an estimated range of Lessee Restitution Payments.

**To obtain benefits, Eligible Former Lessees must submit a complete and valid claim within 60 days from final approval of the Class Action Settlement.**

**Example of Lessee Restitution:**

<b>Vehicle</b>	2012 Q7 Utility 4D 3.0 TDI Premium Plus AWD
<b>Base Clean Trade Value, adjusted for options</b>	\$35,600
<b>Base Clean Retail Value, adjusted for options</b>	\$39,350
<b>State and Local Tax Rate</b>	Arizona 8.25%
<b>Tax on Vehicle Value</b>	8.25% of \$39,350 = \$3,246.38.
<b>Lessee Restitution</b>	\$2,577.50 [fixed amount] + ½ of \$6,996.38 [difference between retail and trade] (\$3,750) + \$3,246.39 [taxes] = <b>\$6,075.69</b>

<b>13. What are my benefits if I leased and then purchased my vehicle?</b>
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Your benefits as a former lessee who has purchased your vehicle depend on when you bought your vehicle, and on whether and when you might have sold it.

- If at the conclusion of your lease you purchased your Generation One Eligible Vehicle **after** January 31, 2017, and still own the vehicle, you are eligible to receive a Reduced Emissions Modification, if available, plus Lessee Restitution (see Questions 12 and 23).
- If at the conclusion of your lease you purchased your Generation One Eligible Vehicle **on or before** January 31, 2017, you are considered an Eligible Owner who is entitled to Owner Restitution and/or the full Buyback amount if you still own the vehicle (see Question 12).
- If at the conclusion of your lease you purchased your Generation One Eligible Vehicle, but then sold your vehicle **on or before** January 31, 2017, you may be eligible to receive Former Owner Restitution (see Question 12).

<b>14. Can I receive benefits if my vehicle is "totaled"?</b>
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If your otherwise eligible Generation One vehicle is or was declared a total loss ("totaled") and transferred to an insurance company or otherwise permanently removed from commerce, your eligibility for benefits under the Class Action Settlement depends on when the vehicle is or was totaled.

If you owned a Generation One Eligible Vehicle that was totaled **after September 18, 2015** but on or before January 31, 2017, and if it was transferred to an insurance company or otherwise sold and permanently removed from commerce, you will be considered an Eligible Former Owner under the Class Action Settlement. See Question 12 for details on benefits.

If you owned a Generation One Eligible Vehicle that was totaled **after January 31, 2017**, and transferred to an insurance company or otherwise permanently removed from commerce, you will be eligible to receive Owner Restitution, but you will not be eligible for the full Buyback Amount, a full Trade-In Credit, or a Reduced Emissions Modification. However, if—at your own expense—you repair your vehicle and make it operable instead of transferring it to an insurance company, selling it to another third party, or otherwise permanently removing it from commerce, you will be eligible to receive the full Buyback Amount, a full Trade-In Credit, or a Reduced Emissions Modification, whichever option you select.

If you make a claim to your insurance company for an inoperable or totaled Eligible Vehicle, you may wish to consider whether the insurance company will pay you benefits equivalent to those offered under the Class Action Settlement before surrendering your vehicle. You may want to consider repairing your vehicle.

**15. When do I need to decide between settlement options?**

You do not need to decide between a Buyback, Trade-In, or a Reduced Emissions Modification until you find out whether a Reduced Emissions Modification is available for your vehicle. Until then, you can continue to drive your vehicle. If you do not want to wait until a Reduced Emissions Modification becomes available, you can choose the Buyback or Trade-In any time after the Court approves the Class Action Settlement. If you are a current owner or lessee, you will need to submit a complete and valid claim by **June 1, 2019**.

**Please note that Eligible Former Owners must submit, and Volkswagen must receive, their Identification Forms by May 1, 2017, and that Eligible Former Owners also must submit a complete and valid claim within 60 days after final approval of the Class Action Settlement.**

**Eligible Former Lessees also must submit a complete and valid claim within 60 days after final approval of the Class Action Settlement.**

**Buyback and Trade-In Options**

**16. How does the Buyback work?**

Eligible Owners of Generation One vehicles have the option to have Volkswagen buy back their Generation One Eligible Vehicles. You will need to make a claim for the Buyback through the Online Claims Portal accessible at [www.VWCourtSettlement.com](http://www.VWCourtSettlement.com) or by mail before **June 1, 2019**. You will need to schedule your Buyback appointment for a day on or before **September 30, 2019**.

You will schedule an appointment for your Buyback through the Online Claims Portal or by phone at (1-844-98-CLAIM). On the day of your appointment, you will bring your Eligible Vehicle to your preferred Volkswagen or Audi dealership, where the closing process will be handled by a designated settlement specialist. For more details, visit [www.VWCourtSettlement.com](http://www.VWCourtSettlement.com).

**17. How much money will I receive for my Eligible Vehicle?**

If you are an Eligible Owner and choose a Buyback for your Generation One Eligible Vehicle, and you do not have an outstanding loan, you will receive a payment from Volkswagen for the value of your vehicle (“Vehicle Value”), plus Owner Restitution. The calculation of the Owner Restitution amount is described above in Question 12 of this notice.

Your Vehicle Value will be determined based on the Clean Trade Value for that vehicle, adjusted for factory options and mileage. The Clean Trade Value and factory-option adjustments will be taken from the September 2015 edition of the National Automotive Dealers Association (NADA) Used Car Guide, which collected and published value data before the diesel emissions issues became known to the public. NADA is an organization, founded in 1917, that collects data from millions of vehicles annually, uses those data to appraise the value of used vehicles, and publishes its appraisals by make, model, model year, and other criteria in periodic Used Car Guides.

The Clean Trade Value of a vehicle is based in part on mileage. The mileage that will be used to set the vehicle's value is the Eligible Vehicle's mileage when it is brought into a dealership to participate in the Settlement Program minus 1,250 miles per month for each month that has passed since September 2015.

The "Payment Amounts to Generation One Owners" table attached to this Notice provides an estimated range of total payments.

**18. How does the Trade-In Option work?**

All Trade-Ins of a Volkswagen vehicle must take place at a participating Volkswagen Authorized Dealer, and all Trade-Ins of an Audi vehicle must take place at a participating Audi Authorized Dealer. An Eligible Owner who selects the Trade-In Option will receive a Trade-In Credit equal to the Buyback Amount (the Vehicle Value plus Owner Restitution) for use at the participating Volkswagen or Audi Authorized Dealer. If an Eligible Owner's Trade-In Credit exceeds the total price of the vehicle acquired through the Trade-In Option, the Eligible Owner will be entitled to the difference between the amount of the Trade-In Credit and the total retail transaction price for the newly acquired vehicle, in whatever form is negotiated between the Eligible Owner and the Volkswagen and Audi Authorized Dealer, including (but not limited to) a check for the remaining amount.

**19. How does continuing to drive my vehicle affect my compensation?**

Continuing to drive your vehicle an average of 15,000 miles per year or fewer (or 1,250 miles per month or fewer) will not reduce your compensation under the Class Action Settlement. If you drive your vehicle an average of more than 1,250 miles per month, your compensation might be reduced.

**Lease Termination Option**

**20. How do I terminate my lease?**

For Generation One Eligible Vehicles, you must have a lease through VW Credit, Inc. (including Audi Financial Services) to be an Eligible Lessee in the Class Action Settlement. If you have a lease through another entity, you are not an Eligible Lessee.

If you currently have an active lease through VW Credit, Inc. or Audi Financial Services and choose the Lease Termination option, you have until **June 1, 2019** to submit your claim through the Online Claims Portal accessible at [www.VWCourtSettlement.com](http://www.VWCourtSettlement.com) or by mail or fax. You can schedule your Lease Termination appointment online or by phone (1-844-98-CLAIM). You must schedule your Lease Termination appointment no later than **September 30, 2019**. At the appointed time, return your Eligible Vehicle to the dealership. For more details, visit [www.VWCourtSettlement.com](http://www.VWCourtSettlement.com).

**21. Will I have to pay an early termination penalty if I choose the Lease Termination option?**

No. When you return a Generation One Eligible Vehicle, Volkswagen will cancel the remaining terms of your lease issued by VW Credit, Inc. (including Audi Financial Services) with no financial penalty, and will pay you Lessee Restitution. While Volkswagen will pay for any early termination penalty, Volkswagen will not be responsible for fees for excess wear, use, and/or excess mileage at the point of vehicle surrender,



or other amounts due under your lease agreement such as delinquent lease payments and related late payment fees, or costs associated with tickets, tolls, etc. Any such fees may be deducted from your Lessee Restitution amount.

**22. When can I terminate my lease?**

Volkswagen will begin the claims program within 15 business days after the Court approves these Settlements. At the earliest, that will occur in June 2017. Lessees must then submit a complete and valid claim and follow the claims process in order to schedule and obtain a Lease Termination. Lease Termination appointments will begin in July 2017 at the earliest.

**Reduced Emissions Modification Option**

**23. Can I keep my vehicle and get it modified?**

If the EPA and CARB approve a proposed Emissions Modification from Volkswagen for Generation One Eligible Vehicles, Eligible Owners and Eligible Lessees may choose to have Volkswagen complete the Reduced Emissions Modification and receive Restitution, or they may elect a Buyback, Trade-In, or Lease Termination. If, however, the EPA and CARB do not approve a proposed Emissions Modification for Generation One Eligible Vehicles, then a Buyback, Trade-In, and Lease Termination will be the only options under the Class Action Settlement for Generation One Eligible Vehicles.

Under an agreement between Volkswagen and the EPA and CARB, Volkswagen may submit proposed Emissions Modifications for each affected engine that will reduce the vehicle's NOx emissions, but will not achieve the emissions levels at which the vehicles were originally certified. The submission, testing, and approval processes take time, so Class Members likely will not know whether their vehicles have a Reduced Emissions Modification option immediately upon final approval of the Class Action Settlement. Volkswagen expects to submit proposed Emissions Modifications to the EPA and CARB by August 25, 2017, and has a final deadline of November 10, 2017 to do so.

Class Members will receive communications to keep them apprised of this process. If the EPA and CARB approve them, Reduced Emissions Modifications will be available to all Eligible Owners and Eligible Lessees free of charge. The Reduced Emissions Modification option allows owners and lessees to keep their vehicles and to have their emissions systems modified at Volkswagen's expense so that they emit less NOx. Vehicle owners and lessees who participate in the Class Action Settlement and choose the Reduced Emissions Modification option also will receive Owner Restitution or Lessee Restitution.

Class Members who receive Reduced Emissions Modifications will also receive a Reduced Emissions Modification Extended Warranty.

The Reduced Emissions Modification and Reduced Emissions Modification Extended Warranty will also be available to owners and lessees who opt out of the Class Action Settlement. However, owners and lessees who opt out will not be eligible to receive any Restitution Payments or to participate in the Buyback, Trade-In, or Lease Termination programs. Any Reduced Emissions Modification and Reduced Emissions Modification Extended Warranty will remain available free of charge even after the Class Action Settlement Program closes, but there will be no associated payment.

**24. What is included in the Reduced Emissions Modification Extended Warranty?**

The "Reduced Emissions Modification Extended Warranty" is a warranty that will apply to all vehicles that receive a Reduced Emissions Modification. It will cover all replaced components that are part of the Reduced Emissions Modification, any component that the EPA and CARB determine reasonably could be impacted by effects of the Reduced Emissions Modification, and the engine sub-assembly (which consists of the assembled block, crankshaft, cylinder head, camshaft, and valve train).

The Reduced Emissions Modification Extended Warranty will extend to all parts and labor related to the covered components, and it also will cover the cost or provision of a loaner vehicle for warranty service lasting longer than three hours.

The Reduced Emissions Modification Extended Warranty will not void any outstanding warranty. If there is a conflict between the Reduced Emissions Modification Extended Warranty and any outstanding warranty, that conflict will be resolved to your benefit.

**25. How will the Reduced Emissions Modification affect my vehicle?**

The impact on your vehicle is not known at this time, but it will be disclosed to you if the EPA and CARB approve a Reduced Emissions Modification for your vehicle. These disclosures will include information on any effects that any Reduced Emissions Modification will have on your vehicle's emissions levels, reliability, durability, fuel economy, noise vibration and harshness, vehicle performance, drivability, and any other vehicle attributes that may reasonably be important to vehicle owners.

**26. What happens if the EPA does not approve a modification for my vehicle? What are my options?**

If you are an Eligible Owner or Eligible Lessee and no emissions modification is approved for your vehicle by August 1, 2018, you can then choose a Buyback, Trade-In, or Lease Termination, but must submit a complete and valid claim by no later than **June 1, 2019** (the Claims Submission Deadline for Class Members with Generation One vehicles). Alternatively, you may choose to withdraw from the 3.0-liter Class Action Settlement altogether, by September 1, 2018.

If there is a Reduced Emissions Modification for your vehicle after August 1, 2018, you may still choose to have your vehicle modified and to receive a Reduced Emissions Modification Extended Warranty. **However, there will not be any Restitution Payment associated with any Reduced Emissions Modification for which you do not file a claim by the Claims Submission Deadline.**

## GENERATION TWO SETTLEMENT BENEFITS

### **27. What benefits will be available for Generation Two vehicles?**

Defendants believe that Generation Two vehicles can be repaired and brought into compliance with their originally certified exhaust emissions standards, without materially reduced performance. Hence, the Class Action Settlement allows Defendants to propose an Emissions Compliant Repair for Generation Two Eligible Vehicles.

The Settlement sets time limits for Defendants to make available an Emissions Compliant Repair to bring Generation Two vehicles into compliance with original emissions standards. The decision to approve rests solely with the EPA and CARB. If an Emissions Compliant Repair is approved, Class Members who still own or lease their vehicles will be entitled to receive the Emissions Compliant Repair free of charge.

In addition to an Emissions Compliant Repair, the Settlement provides for substantial monetary compensation (ranging from about \$7,000 to \$16,000) to Eligible Owners. It also provides substantial payments to Eligible Lessees, Eligible Former Lessees, and Eligible Former Owners. You can choose to be paid up to half of your compensation up front, as a “Repair Participation Payment,” before your Emissions Compliant Repair is even approved.

The Class Action Settlement also accounts for the possibility that an Emissions Compliant Repair will not become available within the agreed time limits. If that happens, the Class Action Settlement requires Volkswagen to offer Buyback, Trade-In, and Lease Termination Options. Under the Buyback and Trade-In options, Eligible Owners will receive the remainder of their compensation—Vehicle Value plus Owner Restitution. Under the Lease Termination option, Eligible Lessees will be able to terminate their leases with no penalty for early termination and also will receive the remainder of their compensation— Lessee Restitution. Eligible Owners and Eligible Lessees may also wait for Defendants to potentially make available an untimely Emissions Compliant Repair, or an Emissions Modification that does not bring the vehicles into full compliance and instead meets less stringent emissions levels (a Reduced Emissions Modification).

For details on the Emissions Compliant Repair, and the applicable time limits, see Questions 35 and 40. For details on the compensation that is available along with an Emissions Compliant Repair, see Question 29. For details on the benefits if an Emissions Compliant Repair is late or not available, see Questions 30 and 37.

### **28. Who qualifies for payment benefits?**

Several broad categories of Class Members qualify for payment benefits related to Generation Two Eligible Vehicles: Eligible Owners, Eligible Lessees, Eligible Former Owners, and Eligible Former Lessees. Full details of the benefits for these Class Members are provided in the Questions that follow, but a summary is provided immediately below.

This chart summarizes available benefits if an Emissions Compliant Repair—a repair that returns the vehicles to their originally certified emissions standards—is made available on time:

Category	Definition	Benefit	Amount of Repair Payment
<b>Eligible Owner (bought new vehicle at any point, or bought used vehicle on or before September 18, 2015)</b>	Owns a Generation Two Eligible Vehicle at the time of Emissions Compliant Repair	<p><u>Emissions Compliant Repair + Extended Warranty</u></p> <p>Brings vehicle into compliance with emissions standards to which it was originally certified, and provides an Extended Warranty.</p> <p style="text-align: center;">+</p> <p><u>Owner Repair Payment</u></p> <p>Half is available upfront, half when the repair is performed.</p>	<p>\$3,596.74</p> <p style="text-align: center;">+</p> <p>10% of the vehicle's September 2015 Clean Retail Value<sup>4</sup></p>
<b>Eligible Owner (bought used vehicle after September 18, 2015)</b>	Owns a Generation Two Eligible Vehicle at the time of Emissions Compliant Repair	<p><u>Emissions Compliant Repair + Extended Warranty</u></p> <p>Brings vehicle into compliance with emissions standards to which it was originally certified, and provides an Extended Warranty.</p> <p style="text-align: center;">+</p> <p><u>Owner Repair Payment</u></p> <p>Half is available upfront, half when the repair is performed.</p>	<p>Same as above, unless there is an Eligible Former Owner or Eligible Former Lessee of your vehicle. If there is an Eligible Former Owner, you receive half the Owner Repair Payment given above. If there is an Eligible Former Lessee, you receive the Owner Repair Payment given above less \$2,000.</p> <p>See Question 29 for more information.</p>
<b>Eligible Former Owner</b>	Owned a Generation Two Eligible Vehicle on September 18, 2015 and/or November 2, 2015, and sold the vehicle on or before January 31, 2017.	<p style="text-align: center;">Former Owner Repair Payment</p>	<p>If there is one Eligible Former Owner of the vehicle, that Eligible Former Owner will receive half of the total Emissions Compliant Repair Payment for the vehicle (<i>i.e.</i>, half the amount that would be due to the owner if no former owners or lessees came forward). If there are two Eligible Former Owners, they will each receive a quarter of the total Emissions Compliant Repair Payment. There can be no more than two Eligible Former Owners.</p>

<sup>4</sup> As taken from the September 2015 edition of the NADA Used Car Guide, adjusted for options but not for mileage.

<b>Eligible Lessees (currently leases car)</b>	Leases an Eligible Vehicle, with a lease issued by VW Credit, Inc. (including Audi Financial Services) or Porsche Financial Services, Inc. at the time of Emissions Compliant Repair	Emissions Compliant Repair + <u>Lessee Repair Payment</u> Half is available upfront, half when the repair is performed.	\$2,000
<b>Eligible Lessees (formerly leased car and surrendered it after January 31, 2017)</b>	Leased an Eligible Vehicle with a lease from VW Credit, Inc. (including Audi Financial Services) or Porsche Financial Services, Inc. and surrendered the vehicle to Defendants	Lessee Repair Payment	\$2,000
<b>Eligible Former Lessees (formerly leased car and surrendered it on or before January 31, 2017)</b>	You leased an Eligible Vehicle with a lease from VW Credit, Inc. (including Audi Financial Services) or Porsche Financial Services, Inc. and surrendered the vehicle to Defendants on or before January 31, 2017	Lessee Repair Payment	\$2,000
<b>Eligible Lessees (now owns car)</b>	At the time of Reduced Emissions Modification, owns an Eligible Vehicle that had a lease issued by VW Credit, Inc. (including Audi Financial Services) or Porsche Financial Services, Inc. and that was purchased off lease after January 31, 2017	<u>Emissions Compliant Repair</u> + <u>Lessee Repair Payment</u> Half is available upfront, half when the repair is performed.	\$2,000

This chart summarizes available benefits if a timely emissions compliant repair is *not* made available:

Category	Definition	Benefit Options	Amount of Restitution
<b>Eligible Owner (bought new vehicle at any point, or bought used vehicle on or before September 18, 2015)</b>	Owens a Generation Two Eligible Vehicle at the time of Buyback, Trade-In, or Reduced Emissions Modification	<p>(1) <u>Buyback</u></p> <p>Vehicle Value<sup>5</sup> + Restitution Payment + Loan Forgiveness if applicable</p> <p>OR</p> <p>(2) <u>Trade-In</u></p> <p>Trade-In Credit equal to Vehicle Value + Restitution Payment + Loan Forgiveness if applicable</p> <p>OR (if approved)</p> <p>(3) <u>Approved Emissions Modification + Extended Warranty</u></p> <p>Modification to reduce emissions + Restitution Payment</p> <p><i>Plus Extension Payments<sup>6</sup> if applicable</i></p>	<p>Fixed dollar amount<sup>7</sup></p> <p>+</p> <p>the amount by which the vehicle's September 2015 Clean Retail Value exceeds its Clean Trade Value<sup>8</sup></p> <p>+</p> <p>state and average local taxes on the vehicle's September 2015 Clean Retail Value</p> <p>+</p> <p>for MY 2013-2015 vehicles, if applicable, an additional amount based on certain factory options not valued by NADA.</p> <p>See Question 30 for more information.</p>
<b>Eligible Owner (bought used vehicle after September 18, 2015)</b>	Owens a Generation Two Eligible Vehicle at the time of Buyback, Trade-In, or Reduced Emissions Modification	<p>(1) <u>Buyback</u></p> <p>Vehicle Value + Restitution Payment + Loan Forgiveness if applicable</p> <p>OR</p> <p>(2) <u>Trade-In</u></p> <p>Trade-In Credit equal to Vehicle Value + Restitution Payment + Loan Forgiveness if applicable</p> <p>OR (if approved)</p> <p>(3) <u>Approved Emissions Modification + Extended Warranty</u></p>	<p>Same as above, except if there is an Eligible Former Owner or Eligible Former Lessee of your vehicle. In that case, you receive half the Restitution Payment given above.</p> <p><i>The Buyback Amount or Trade-In Credit must be in excess of Retail Replacement Value as defined in US/CA Settlement.</i></p> <p>See Question 30 for more information.</p>

<sup>5</sup> Vehicle Value is determined based on the September 2015 edition of the NADA Used Car Guide for that vehicle, adjusted for options and mileage. However, if you have certain model year 2015 vehicles or any model year 2016 vehicle, this value has been agreed upon by the parties, since the September 2015 NADA Used Car Guide does not include values for those vehicles.

<sup>6</sup> Extension payments are \$500 per month per vehicle, paid if Volkswagen elects to extend the timetable for the Emissions Compliant Repair (the timetable cannot be extended by more than three months). (See Question 35 for more information.)

<sup>7</sup> \$8,728 for Volkswagen vehicles, \$9,728 for Audi vehicles, and \$11,228 for Porsche vehicles.

<sup>8</sup> For Eligible Owners, the September 2015 Clean Retail Value and Clean Trade Value are determined based on the September 2015 edition of the NADA Used Car Guide, adjusted for options and mileage.

		Modification to reduce emissions + Restitution Payment <i>Plus Extension Payments, if applicable</i>	
<b>Eligible Former Owner</b>	Owned a Generation Two Eligible Vehicle on September 18, 2015 and/or November 2, 2015, and sold the vehicle on or before January 31, 2017.	Restitution Payment	If there is one Eligible Former Owner of the vehicle, that Eligible Former Owner will receive approximately half of the total Restitution for the vehicle ( <i>i.e.</i> , half the amount that would be due to the owner if no former owners or lessees came forward). If there are two Eligible Former Owners, the Eligible Former Owners will each receive approximately a quarter of the total Restitution. There can be no more than two Eligible Former Owners.
<b>Eligible Lessees (currently leases car)</b>	Leases an Eligible Vehicle, with a lease issued by VW Credit, Inc. (including Audi Financial Services) or Porsche Financial Services, Inc. at the time of Lease Termination or Approved Emissions Modification.	(1) <u>Lease Termination</u> Free early termination + Restitution Payment  OR (if approved) (2) <u>Approved Emissions Modification</u>  Modification to reduce emissions + Restitution Payment	\$4,364 + ½ of the amount by which the vehicle's September 2015 Clean Retail Value exceeds its Clean Trade Value <sup>9</sup> + ½ of state and average local taxes on the vehicle's September 2015 Clean Retail Value. + for MY 2013-2015 vehicles, if necessary, ½ of an additional amount based on certain factory options not valued by NADA.
<b>Eligible Lessees (formerly leased car and surrendered it after January 31, 2017)</b>	Leased an Eligible Vehicle with a lease from VW Credit, Inc. (including Audi Financial Services) or Porsche Financial Services, Inc. and	Restitution Payment	Same as Eligible Lessees who currently lease car.

<sup>9</sup> For Eligible Lessees, the September 2015 Clean Retail Value and Clean Trade Value are determined based on the September 2015 edition of the NADA Used Car Guide and are adjusted for factory options, but not for mileage.

	surrendered the vehicle to Defendants		
<b>Eligible Former Lessees</b> <b>(formerly leased car and surrendered it on or before January 31, 2017)</b>	You leased an Eligible Vehicle with a lease from VW Credit, Inc. (including Audi Financial Services) or Porsche Financial Services, Inc. and surrendered the vehicle to Defendants on or before January 31, 2017	Restitution Payment	Same as Eligible Lessees who currently lease car.
<b>Eligible Lessees (now owns car)</b>	At the time of Reduced Emissions Modification, owns an Eligible Vehicle that had a lease issued by VW Credit, Inc. (including Audi Financial Services) or Porsche Financial Services, Inc. and that was purchased off lease after January 31, 2017	(1) <u>Lease Termination</u> Free early termination + Restitution Payment  OR (if approved) (2) <u>Approved Emissions Modification</u>  Modification to reduce emissions + Restitution Payment	Same as Eligible Lessees who currently lease car.

**Please note that Eligible Former Owners must submit, and Volkswagen must receive, Eligible Owner Identification Forms by May 1, 2017, and that Eligible Former Owners also must submit a complete and valid claim within 60 days after final approval of the Class Action Settlement.**

**Eligible Former Lessees must also submit a complete and valid claim within 60 days after final approval of the Class Action Settlement.**

**29. What payment will I receive along with an Emissions Compliant Repair?**

If a timely Emissions Compliant Repair becomes available, Eligible Owners, Eligible Lessees, Eligible Former Owners, and Eligible Former Lessees of Generation Two vehicles will be entitled to a substantial payment. These payments are described below.

**Owner Repair Payment If You Acquired a New Vehicle at Any Point, or If You Acquired a Used Vehicle on or Before September 18, 2015:**

An Eligible Owner who acquired a new vehicle at any point, or acquired a used vehicle on or before September 18, 2015, will be offered a payment totaling 10% of the vehicle's September 2015 NADA Clean Retail Value (adjusted for options, but not mileage), plus a fixed dollar amount of \$3,596.74. Half of this amount will be available to Eligible Owners as a Repair Participation Payment once they identify themselves, have their claims verified, and agree to accept the payment, and the other half will be paid when the Emissions Compliant Repair is made. Attached to this Notice under the heading "Settlement Payments to Generation Two Owners" is a table providing an estimated range of total Owner Repair Payments.



**Owner Repair Payment If You Acquired a Used Vehicle After September 18, 2015:**

For an Eligible Owner who acquired a used vehicle after September 18, 2015, the Owner Repair Payment will be the same amount described above, unless (1) one or more Eligible Former Owners files a valid and complete claim related to the same vehicle, or (2) the Eligible Vehicle was previously leased by someone other than the Eligible Owner and that Eligible Former Lessee files a valid and complete claim related to the same vehicle. In either case, the Owner Repair Payment—and the Repair Participation Payment that is available up front—will be half of the amount described above, because it is effectively split between the current owner and the previous lessee or the former owner.

**Former Owner Repair Payment If You Sold Your Vehicle On or Before January 31, 2017:**

A person who owned an Eligible Vehicle on September 18, 2015 and/or November 2, 2015, and sold the vehicle on or before January 31, 2017, will be an Eligible Former Owner and may also receive a payment. There can be no more than two Eligible Former Owners for any Eligible Vehicle. If there is only one Eligible Former Owner who makes a valid and complete claim, that person will receive a Former Owner Repair Payment in the amount of half the applicable Owner Repair Payment. If there are two Eligible Former Owners who make a valid and complete claim, each will receive a Former Owner Repair Payment of one quarter the applicable Owner Repair Payment.

**Lessee Repair Payment for Eligible Lessees and Eligible Former Lessees:**

All Eligible Lessees who choose the Emissions Compliant Repair will be offered a payment of \$2,000. Half of this amount will be available as a Repair Participation Payment after Eligible Lessees identify themselves, have their claims verified, and agree to accept the payment, and the other half of the payment will be made when the Emissions Compliant Repair is made or when the lease expires if it expires before the Emissions Compliant Repair can be made.

All Eligible Former Lessees will be offered a payment of \$2,000. The full amount of the payment will be available upon submission and validation of a claim.

The Emissions Compliant Repair will also be available to owners and lessees who opt out of the Class Action Settlement. However, owners and lessees who opt out will not be eligible to receive any of the foregoing payments. Any Emissions Compliant Repair will remain available free of charge even after the Class Action Settlement Program closes, but there will be no payment.

<p><b>30. What payment will I receive if an Emissions Compliant Repair is delayed or unavailable?</b></p>
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If an Emissions Compliant Repair is delayed, the Class Action Settlement provides for Extension Payments to be made in certain circumstances. In addition, if no timely Emissions Compliant Repair becomes available at all, the Class Action Settlement provides for cash Restitution Payments.

**Extension Payments**

If an Emissions Compliant Repair for a Generation Two Eligible Vehicle has not been approved and made available by the applicable Decision Date listed under Question 35, plaintiffs may ask the Court to decide whether good cause exists for Volkswagen to delay offering the Buyback, Trade-In, or Lease Termination options. If the Court decides that good cause for a delay does not exist, Volkswagen can still extend the applicable Decision Date, but only up to a maximum of 90 days from the date of the Court's decision. If Volkswagen does this, then on the first day of each 30-day period of the extension, Volkswagen will incur an Extension Payment of \$500 for each Generation Two Eligible Vehicle for which an extension is being sought. The Extension Payment is payable to the Class Member when the Class Member receives the Owner/Lessee Repair Payment (if an approved Emissions Compliant Repair becomes available within the extension period) or Owner/Lessee Restitution (if no approved Emissions Compliant Repair becomes

available within 90 days of the Court's decision). Eligible Former Owners and Eligible Former Lessees will not receive Extension Payments. Eligible Lessees will receive Extension Payments related to the portion of the extension period during which they leased or owned the Eligible Vehicle.

**Owner Restitution If You Acquired a New Vehicle at Any Point, or If You Acquired a Used Vehicle on or Before September 18, 2015:**

An Eligible Owner who acquired a new Generation Two Eligible Vehicle at any point, or a used Generation Two Eligible Vehicle **on or before September 18, 2015**, will be offered, in addition to the Vehicle Value, a Restitution Payment totaling: (a) a fixed dollar amount, (b) state and average local taxes on the vehicle's September 2015 NADA Clean Retail Value or the values agreed upon by the parties for certain 2015 and 2016 model year vehicles (adjusted for options and mileage), (c) the amount by which the September 2015 Clean Retail Value (adjusted for options and mileage) exceeds the September 2015 NADA Clean Trade Value (adjusted for options and mileage), and (d) for MY 2013-2015 Generation Two Eligible Vehicles, an additional amount based on the price of factory options having an MSRP of at least \$1,000 that were not valued in the September 2015 NADA Used Car Guide. The fixed dollar amount is \$8,728 for Volkswagen vehicles, \$9,728 for Audi vehicles, and \$11,228 for Porsche vehicles. Amounts (b) and (c) are intended to ensure that Eligible Owners will be compensated for their vehicle's clean retail value in September 2015, including state and average local taxes on that value.

**Example of Owner Restitution:**

<b>Vehicle</b>	2014 Audi Q5 TDI Premium Plus
<b>Vehicle Clean Trade Value</b>	\$41,875 (assumes standard mileage)
<b>Vehicle Clean Retail Value</b>	\$45,250 (assumes standard mileage)
<b>State and Local Tax Rate</b>	California 8.48%
<b>(b) Tax on Vehicle Clean Retail Value</b>	$\$45,250 * 8.48\% = \$3,837.20$
<b>(c) Difference between Vehicle Clean Retail and Clean Trade Values</b>	$\$45,250 - \$41,875 = \$3,375$
<b>(d) Non-NADA Option Amount</b>	\$0
<b>Owner Restitution</b>	$\$9,728$ [fixed amount] + $\$3,837.20$ [difference between retail and trade] + $\$3,375$ [taxes] + (d) $\$0 = \mathbf{\$16,940.20}$

**Owner Restitution If You Acquired a Used Vehicle After September 18, 2015:**

If you acquired a used Generation Two Eligible Vehicle **after** September 18, 2015, your Owner Restitution Payment will be the same amount described above **unless** (1) one or more Eligible Former Owners files a valid claim related to the same vehicle, or (2) the Eligible Vehicle was previously leased by someone other than the Eligible Owner and that Eligible Former Lessee files a valid claim related to the same vehicle. In either case, the Owner Restitution shall be half of the amount described above, because it is effectively split between you and the former owner or lessee. If you select a Buyback, your restitution amount will be increased, if necessary, to ensure that you receive a total Buyback amount that is more than Retail Replacement Value as defined in the US/CA Settlement.

**Eligible Former Owner Restitution If You Sold Your Vehicle on or Before January 31, 2017:**

If you owned a Generation Two Eligible Vehicle **on September 18, 2015 and/or November 2, 2015**, and sold the vehicle **on or before January 31, 2017**, you may be an Eligible Former Owner. Eligible Former

Owners also receive restitution. If there is only one Eligible Former Owner who makes a valid claim, that Eligible Former Owner will receive a Restitution Payment of approximately half of the applicable Owner Restitution that would be due to the Eligible Owner if no Eligible Former Owner had come forward. If there were two Eligible Former Owners who make a valid claim, each Eligible Former Owner will receive a Restitution Payment of approximately one quarter the applicable Owner Restitution that would be due to the Eligible Owner if no Eligible Former Owners had come forward. There can be no more than two Eligible Former Owners for any Eligible Vehicle.

**For Eligible Former Owners to obtain Former Owner Restitution, Eligible Former Owners must submit, and Volkswagen must receive, their identification forms by May 1, 2017, and they must also submit a complete and valid claim within 60 days from final approval of the Class Action Settlement.**

**Lessee Restitution for Eligible Lessees and Eligible Former Lessees:**

Eligible Lessees and Eligible Former Lessees will be offered a Restitution Payment comprised of: (a) a fixed dollar amount of \$4,364, (b) half of the state and average local taxes on the vehicle's September 2015 Clean Retail Value (adjusted for options, but not mileage), and (c) half of the difference between the September 2015 Clean Retail Value (adjusted for options, but not mileage) and the September 2015 Clean Trade Value (also adjusted for options, but not mileage). Attached to this Notice under the heading "Settlement Payments to Generation Two Lessees" is a table providing an estimated range of total Lessee Restitution Payments.

**To obtain benefits, Eligible Former Lessees must submit a complete and valid claim within 60 days from final approval of the Class Action Settlement.**

**Example of Lessee Restitution:**

<b>Vehicle</b>	2013 Audi Q7 TDI Premium
<b>Base Clean Trade Value, adjusted for options not mileage</b>	\$35,075
<b>Base Clean Retail Value, adjusted for options not mileage</b>	\$38,725
<b>Amount by which Retail Value exceeds Trade Value</b>	\$3,650
<b>State and Local Tax Rate</b>	Idaho, 6%
<b>Tax on Vehicle Clean Retail Value</b>	6% of \$38,725 = \$2,323.50
<b>Lessee Restitution</b>	\$4,364 [fixed amount] + ½ of \$3,650 [amount by which Retail exceeds Trade] + ½ of \$2,323.50 [taxes] = <b>\$7,350.75</b>

**31. What are my benefits if I leased and then purchased my vehicle?**

Your benefits as a former lessee who has purchased your vehicle depend on when you bought your vehicle, and on whether and when you sold it.

- If at the conclusion of your lease you purchased your Generation Two Eligible Vehicle **after** January 31, 2017, and still own the vehicle, you are eligible to receive the Emissions Compliant Repair plus a Lessee Repair Payment. If no timely approved Emissions Compliant Repair becomes available, you will be eligible to receive an Approved Emissions Modification, if approved, plus Lessee Restitution.

- If at the conclusion of your lease you purchased your Generation Two Eligible Vehicle **on or before** January 31, 2017, you are considered an Eligible Owner. You are entitled to receive an approved Emissions Compliant Repair, if it becomes available, plus a Repair Payment. If no timely approved Emissions Compliant Repair becomes available, then you will have to choose between a Buyback Option, Trade-In Option, and continuing to wait for an Approved Emissions Modification for your vehicle.
- If at the conclusion of your lease you purchased your Generation Two Eligible Vehicle, but then sold your vehicle **on or before** January 31, 2017, you may be eligible to receive a Former Owner Repair Payment if an approved Emissions Compliant Repair becomes available (see Question 29). If no timely approved Emissions Compliant Repair is available, then you may be entitled to Eligible Former Owner Restitution (see Question 30).

**32. Can I receive benefits if my vehicle is totaled?**

If your Generation Two Eligible Vehicle is or was declared a total loss (“totaled”) and transferred to an insurance company or otherwise permanently removed from commerce, your eligibility for benefits under the Class Action Settlement depends on when the vehicle is or was totaled:

If you owned a Generation Two Eligible Vehicle that was totaled after September 18, 2015 but on or before January 31, 2017, and if it was transferred to an insurance company or otherwise permanently removed from commerce, you will be considered an Eligible Former Owner under the Class Action Settlement. See Questions 29 and 30 for details on benefits.

If you owned a Generation Two Eligible Vehicle that was totaled after January 31, 2017, and transferred to an insurance company or otherwise permanently removed from commerce, you will be eligible to receive the Owner Repair Payment. If no timely approved Emissions Compliant Repair becomes available, you will be eligible to receive Owner Restitution. However, if—at your expense—you repair your vehicle and make it operable instead of transferring it to an insurance company, selling to a third party, or otherwise permanently removing it from commerce, you will again be eligible to receive the Buyback Amount, Trade-In Credit, or Approved Emissions Modification with Restitution Payment, whichever option you select, minus any amount paid to you as a Repair Participation Payment.

If you make a claim to your insurance company for an inoperable or totaled Eligible Vehicle, you may wish to consider whether the insurance company will pay you benefits equivalent to those offered under the Class Action Settlement before surrendering your vehicle. You may want to consider repairing your vehicle.

**33. When do I need to decide between settlement options?**

If there is a timely approved Emissions Compliant Repair for your vehicle, you do not need to make a decision now, provided that you submit a complete and valid claim by **December 31, 2019**. You can continue to drive your vehicle without an emissions fix until you schedule an Emissions Compliant Repair appointment. If no timely approved Emissions Compliant Repair becomes available for your vehicle, then you can select the Buyback or Trade-In Option, or you can continue to wait for a Reduced Emissions Modification or an untimely Emissions Compliant Repair for your vehicle. You will be promptly notified if no timely approved Emissions Compliant Repair becomes available. In that notification, you will be given a date by when you will have to submit a complete and valid Claim if you wish to select the Trade-In Option or Buyback Option. If no Emissions Compliant Repair is available on time, you can continue to drive your vehicle until you complete your Trade-In, Buyback, or Approved Emissions Modification.

**Please note that Eligible Former Owners must submit, and Volkswagen must receive, Eligible Former Owners’ Identification Forms by May 1, 2017, and that Eligible Former Owners must also submit a complete and valid claim within 60 days after final approval of the Class Action Settlement.**

**Eligible Former Lessees must also submit a complete and valid claim within 60 days after final approval of the Class Action Settlement.**

**34. Is there warranty protection for my Eligible Vehicle while I wait for a repair?**

Yes. There is a Class Bridge Warranty for eligible owners and eligible lessees with Generation Two Eligible Vehicles whose original New Vehicle Limited Warranty (“NVLW”) and/or Powertrain Limited Warranty (“PLW”) expired/expires prior to the timely availability of an Emissions Compliant Repair, and which are not covered by any other applicable warranty and/or service contract provided through Volkswagen, Audi, Porsche, or any third party. Volkswagen agrees to provide a Class Bridge Warranty providing coverage and terms mirroring the coverage previously provided by the expired NVLW or PLW. The Class Bridge Warranty shall apply exclusively to covered repairs performed by an Authorized Dealer based on conditions that arose between (1) January 31, 2017 or the expiration date of the NVLW or PLW, whichever is later, and (2) the date that an Emissions Compliant Repair is approved or denied.

**Repairing or Modifying Your Vehicle’s Emissions System**

**35. How and when will the emissions from Generation Two Eligible Vehicle be repaired to their original Certified Exhaust Emissions Standards?**

If Defendants meet the agreed timetable for bringing the Generation Two Eligible Vehicles into compliance with their **original** Certified Exhaust Emissions Standards, then Defendants will be permitted to offer Emissions Compliant Repairs for those vehicles. Class Members will be able to obtain the repair at a Volkswagen, Audi, or Porsche Authorized Dealer, plus receive the associated Repair Payment described in Question 29 (or the rest of the payment, if the Class Member already received a Repair Participation Payment).

Under the US/CA Settlement, Volkswagen is required to submit proposed Emissions Compliant Repairs by the following dates:

<b>Sub-Generation</b>	<b>Volkswagen’s Expected Submittal Date</b>	<b>Volkswagen’s Final Submittal Date</b>
<b>2.1 SUV</b>	February 24, 2017	May 12, 2017
<b>2.2 SUV</b>	February 11, 2017	April 25, 2017
<b>2 passenger cars</b>	April 7, 2017	June 23, 2017

The Class Action Settlement separately establishes Decision Dates for Volkswagen to make available an Emissions Compliant Repair for each Sub-Generation of Generation Two vehicles:

<b>Sub-Generation</b>	<b>Decision Date for the proposed Emission Compliant Repair</b>
<b>2.1 SUV</b>	November 8, 2017
<b>2.2 SUV</b>	October 23, 2017
<b>2 PC (passenger cars)</b>	December 20, 2017

If an Emissions Compliant Repair is not available for any Sub-Generation by the corresponding Decision Date, the Court may grant an extension for good cause. If the Court does not find good cause, Volkswagen may choose to extend the deadlines for a maximum of 90 days. If Volkswagen extends the deadlines, it must pay an additional \$500 per Eligible Vehicle per 30-day extension period on top of the other payments to Class Members.

**36. How will the Emissions Compliant Repair affect my vehicle's performance?**

As part of the Class Action Settlement, Defendants have represented that the Emissions Compliant Repair shall not result in Reduced Performance. Reduced Performance means a change in any of the following performance attributes: (1) a reduction calculated in fuel economy using the EPA formula of more than 3 MPG; (2) a decrease of greater than 5% in peak horsepower; or (3) decrease of greater than 5% peak torque. These attributes will be measured by Volkswagen according to industry standards when it submits its proposed Emissions Compliant Repairs to EPA and CARB.

If the Emissions Compliant Repair causes Reduced Performance of the Eligible Vehicle, Volkswagen must make an additional payment of \$500 for each affected Eligible Vehicle. If the regulators approve the Emissions Compliant Repair, Defendants must disclose the extent of any Reduced Performance in a Notice to affected Class Members. These disclosures will also include information on reasonably predictable changes resulting from the Emissions Compliant Repair, including but not limited to changes to reliability, durability, fuel economy, noise vibration, drivability, and any other vehicle attributes that may reasonably be important to vehicle owners

If the Emission Compliant Repair causes substantial, material adverse degradation above and beyond the Reduced Performance levels specified above, Plaintiffs reserve their right to seek, and Defendants reserve their right to oppose, additional remedies from the Court.

**37. What happens for Generation Two Vehicles that cannot be timely repaired to meet Certified Exhaust Emissions Standards?**

If Volkswagen does not timely obtain approval from the EPA and CARB of an Emissions Compliant Repair, you will be notified. That determination would give rise to different options under the Settlement. You could choose a Buyback, Trade-In, Lease Termination, or—if the EPA and CARB approve a Reduced Emissions Modification or if an Emissions Compliant Repair becomes available late—you could have your Eligible Vehicle modified and receive the restitution described in Question 30.

Once you select your option, you would still need to submit a complete and valid claim by **December 31, 2019**.

**38. What is the Approved Emissions Modification Option?**

If no approved Emissions Compliant Repair becomes available on time, the EPA and CARB may still approve a Reduced Emissions Modification, or an untimely Emissions Compliant Repair, for your vehicle. In the case of a Reduced Emissions Modification, Volkswagen may submit proposed Emissions Modifications for each affected engine that would substantially reduce the vehicle's NOx emissions, but would not achieve the emissions levels to which the vehicles were originally certified. The submission, testing, and approval processes take time, and you would be notified of the outcome. If a Reduced Emissions Modification or an untimely Emissions Compliant Repair becomes available and you choose this option, you will receive the associated Restitution Payment described in Question 30.

Class Members who receive a Reduced Emissions Modification or Emissions Compliant Repair will also receive the Reduced Emissions Modification Extended Warranty or Emissions Compliant Repair Extended Warranty, summarized immediately below.

If an Approved Emissions Modification—*i.e.*, either an Emissions Compliant Repair or a Reduced Emissions Modification—becomes available, current owners and lessees who opt out of the Class Action Settlement will also be able to get their vehicles modified and receive a Reduced Emissions Modification Extended Warranty or Emissions Compliant Repair Extended Warranty. However, owners and lessees who opt out will not be eligible to receive any Repair or Restitution Payments or to participate in the Buyback, Trade-In, or Lease Termination programs. Any Approved Emissions Modification and Extended Warranty will remain

available free of charge even after the Class Action Settlement Program closes, but there will be no payment.

**39. What is included in the Emissions Compliant Repair and Reduced Emissions Modification Extended Warranty?**

If an Emission Compliant Repair or Reduced Emissions Modification becomes available for your Eligible Vehicle, an “Emissions Compliant Repair Extended Warranty” or “Reduced Emissions Modification Extended Warranty,” as applicable, will also be provided. See above at Question 24 for details on this warranty’s terms.

**40. How will the Reduced Emissions Modification affect my vehicle?**

The effect on your vehicle is not known now, but it will be disclosed to you if the EPA and CARB approve Reduced Emissions Modification for your vehicle. These disclosures will include information on the effect that the Reduced Emissions Modification will have on your vehicle’s emissions levels, reliability, durability, fuel economy, noise vibration and harshness, vehicle performance, drivability, and any other vehicle attributes that may reasonably be important to vehicle owners.

**41. What happens if the EPA and CARB do not approve any emissions modification for my vehicle?**

If an Approved Emissions Modification (*i.e.*, either an Emissions Compliant Repair or a Reduced Emissions Modification) is not available for your Generation Two vehicle by August 1, 2018, you will again have an opportunity to withdraw from the Class Action Settlement between **August 1, 2018** and **September 1, 2018**. If no emissions modification has been approved by June 15, 2018, Volkswagen will notify Class members of this fact and their rights. To withdraw, you must submit a written opt-out request and, if applicable, must refund any Repair Participation Payment in accordance with the process outlined below, under Question 60.

**Buyback and Trade-In Options**

**42. How does the Buyback work?**

Class Members will be promptly notified if a timely approved Emissions Compliant Repair does not become available for their Generation Two vehicles. If that occurs, Eligible Owners of affected vehicles will have the option to have Volkswagen buy back their Eligible Vehicle. The notification will give you a deadline to submit a complete and valid Claim if you wish to select a Buyback and detailed information on how to submit the Claim.

**43. What is the amount of Vehicle Value I will receive for my Eligible Vehicle in a Buyback?**

If no Emissions Compliant Repair becomes available on time and the Buyback Option is triggered for your Generation Two Eligible Vehicle and you choose the Buyback Option, you will receive a payment from Volkswagen for the value of your vehicle (“Vehicle Value”), plus Owner Restitution. The calculation of the Owner Restitution amount is described above in Question 30 of this notice.

The Vehicle Value for your Eligible Vehicle will be determined based on the Clean Trade Value of that vehicle, adjusted for factory options and mileage. The Clean Trade Value and factory-option adjustments will be taken from the September 2015 edition of the National Automotive Dealers Association (NADA) Used Car Guide, which collected and published value data before the diesel emissions issues became known to the public. NADA is an organization, founded in 1917, that collects data from millions of vehicles annually, uses those data to appraise the value of used vehicles, and publishes its appraisals by make, model, model year, and other criteria in quarterly Used Car Guides.

The Clean Trade Value of a vehicle is based in part on mileage. The mileage that will be used to set the vehicle's value is the Eligible Vehicle's mileage when it is brought into a dealership to participate in the Settlement Program minus 1,250 miles per month for each month that has passed since September 2015.

The September 2015 NADA Used Car Guide, however, does not include values for certain model year 2015 vehicles. For these vehicles, the Clean Retail Value and Clean Trade Value have been agreed upon by the parties. These values are listed in the table below.

<b>Model</b>	<b>Clean Retail Value</b>	<b>Clean Trade Value</b>
<b>2015 Audi Q5 Premium Plus S-Line</b>	\$47,358	\$44,451
<b>2015 Audi Q5 Prestige S-Line</b>	\$53,783	\$50,588
<b>2015 Audi Q5 Prestige</b>	\$51,453	\$48,347
<b>2015 Audi Q5 Premium Plus</b>	\$45,031	\$42,225
<b>2015 Audi Q7 Prestige S-Line</b>	\$58,505	\$53,864
<b>2015 Audi Q7 Prestige</b>	\$57,566	\$53,030
<b>2015 Audi Q7 Premium</b>	\$48,922	\$45,129
<b>2015 Porsche Cayenne</b>	\$61,089	\$58,251
<b>2015 VW Touareg Lux</b>	\$47,399	\$42,775
<b>2015 VW Touareg Executive</b>	\$53,231	\$48,572
<b>2015 VW Touareg Sport Technology</b>	\$44,570	\$40,281

The September 2015 NADA Used Car Guide does not include values for any model year 2016 vehicles. For these vehicles, the Clean Retail and Trade Values are calculated as a percentage of each vehicle's actual manufacturer's suggested retail price ("MSRP"). The Clean Retail Value percentages used vary based on the vehicle's make and range from 91% to 93% of MSRP. The Clean Trade Value for each vehicle is calculated as a percentage of the Clean Retail Value for that vehicle, ranging from 89.87% to 95.35% depending on the model. Because the Clean Retail and Trade Values for model year 2016 vehicles are based on actual MSRP for each vehicle, the values already reflect factory options without further adjustment. Values for model year 2016 vehicles also are not adjusted for mileage.

Attached to this Notice under the heading "Settlement Payments to Generation Two Owners" is a table providing an estimated range of total payments under the Buyback, Trade-In, and Approved Emissions Modification options.

#### **44. How does the Trade-In Option work?**

All Trade-Ins of a Volkswagen vehicle must take place at a participating Volkswagen Authorized Dealer, all Trade-Ins of an Audi vehicle must take place at a participating Audi Authorized Dealer, and all Trade-Ins of a Porsche vehicle must take place at a participating Porsche Authorized Dealer. An Eligible Owner who selects the Trade-In Option will receive a Trade-In Credit equal to the Buyback Amount (the Vehicle Value plus Owner Restitution) for use at the participating Volkswagen, Audi, or Porsche Authorized Dealer. If an Eligible Owner's Trade-In Credit exceeds the total price of the vehicle acquired through the Trade-In Option, the Eligible Owner will be entitled to the difference between the amount of the Trade-In Credit and the total retail transaction price for the newly acquired vehicle, in whatever form is negotiated between the Eligible Owner and the Volkswagen, Audi, or Porsche Authorized Dealer, including (but not limited to) a check for the remaining amount.

#### **45. How does continuing to drive my vehicle affect my compensation?**

If a timely Emissions Compliant Repair becomes available, continuing to drive your vehicle will not affect your compensation because Repair Payments are not adjusted based on mileage. By contrast, if no timely Emissions Compliant Repair becomes available, continuing to drive your vehicle may affect your



compensation. In that case, if you drive your vehicle an average of more than 1,250 miles per month, your compensation might be reduced.

### Lease Termination Option

#### 46. How and when can I terminate my lease?

Class Members will be promptly notified if a timely approved Emissions Compliant Repair does not become available, thus triggering Lease Termination as an option under the Class Action Settlement.

For Generation Two Eligible Vehicles, you must have a lease through VW Credit, Inc., Audi Financial Services, or Porsche Financial Services, Inc. to be an Eligible Lessee in the Class Action Settlement. If you have a lease through another entity, you are not an Eligible Lessee.

If the Lease Termination option becomes available and you choose that option, you will have until **December 1, 2019** to submit your claim through the Online Claims Portal accessible at [www.VWCourtSettlement.com](http://www.VWCourtSettlement.com) or by mail or fax. You can schedule your Lease Termination appointment online or by phone (1-844-98-CLAIM). You must schedule your Lease Termination appointment for **April 30, 2020** or earlier. At the appointed time, return your Eligible Vehicle to the dealership. For more details, visit [www.VWCourtSettlement.com](http://www.VWCourtSettlement.com).

#### 47. Will I have to pay an early termination penalty if I choose the Lease Termination option?

No. If you return a Generation Two Eligible Vehicle, Volkswagen will cancel the remaining terms of your lease issued by VW Credit, Inc., Audi Financial Services, or Porsche Financial Services, Inc. with no financial penalty, and will give you Lessee Restitution. While Volkswagen will pay for any early termination penalty, Volkswagen will not be responsible for fees for excess wear, use, and/or excess mileage at the point of vehicle surrender, or other amounts due under your lease agreement such as delinquent lease payments and related late payment fees, or costs associated with tickets, tolls, etc. Any such fees may be deducted from any Lessee Restitution due you.

## HOW TO GET BENEFITS – FILING CLAIMS FOR ELIGIBLE VEHICLES

### 48. How do I claim Class Action Settlement benefits?

To claim Class Action Settlement benefits, you will need to make a claim online at [www.VWCourtSettlement.com](http://www.VWCourtSettlement.com), or by mail or fax.

### 49. What is the deadline to make a claim?

**Eligible Former Owners must identify themselves (and Volkswagen must receive the identification form) by May 1, 2017 to receive benefits under the Class Action Settlement.** For more details on identifying yourself, see Question 6 above. **Eligible Former Owners and Eligible Former Lessees must file a complete and valid claim within 60 days of the Court's final order approving the Class Action Settlement** (no earlier than July 1, 2017).

All other Class Members must submit a complete and valid claim by **June 1, 2019** (for Generation One Eligible Vehicles) or by **December 31, 2019** (for Generation Two Eligible Vehicles) to get a Buyback, Trade-In, or an Approved Emissions Modification, plus Restitution Payment or Repair Payment as applicable. You will need to complete any Buyback, Trade-In or an Approved Emissions Modification by the time the Class Action Settlement claim program ends on **September 30, 2019** (for Generation One Eligible Vehicles) and **April 30, 2020** (for Generation Two Eligible Vehicles). To ensure that you have adequate time to schedule your Buyback, Trade-In, or Approved Emissions Modification, do not wait until the deadlines are fast approaching. If you know already that you want a Buyback, it makes sense to start the process as early as possible.

### 50. What supporting documents do I need to make a claim?

To start your claim, go to [www.VWCourtSettlement.com](http://www.VWCourtSettlement.com) and navigate to the Online Claims Portal, where you will be asked for your VIN (Vehicle Identification Number) and other information required to create a claim. Starting no later than 15 business days after final approval of the Class Action Settlement, you will be able to submit a Claim. You will be required to submit supporting documentation to complete your claim, which may include:

- Current vehicle registration (if applicable),
- Vehicle title (for owners with no lien),
- Lease contract (for lessees),
- Lender information and financial consent form (for loans and leases), and
- Driver's license or other government-issued photo identification.

### 51. When do I need to decide between a Buyback, a Trade-In, or an Approved Emissions Modification?

You do not need to decide between a Buyback, a Trade-In, or an Approved Emissions Modification until you are notified whether an Approved Emissions Modification is available for your vehicle. If you are an Owner or Lessee of a Generation One Eligible Vehicle and do not want to wait until a Reduced Emissions Modification becomes available, you can choose the Buyback or Trade-In any time after the Court approves the Class Action Settlement, so long as you submit a complete and valid claim by no later than **June 1, 2019**. If you are an Owner or Lessee of a Generation Two Eligible Vehicle, you will have to decide by **December 31, 2019** between the Buyback, Trade-In, or Approved Emissions Modification (with restitution) options, but only if an Emissions Compliant Repair does not become available within the timeframe specified in Question 35.

### 52. When and how will I receive my payment?

The earliest possible time for payments to begin is **June or July 2017**. If the Court grants final approval of the Class Action Settlement, Volkswagen will pay eligible claims on a rolling basis as they are received and

approved and offers are accepted by Class Members. Volkswagen will begin the claims program within fifteen business days after final approval of the Class Action Settlement and will not wait until court appeals, if any, are resolved before providing benefits.

The following is the timetable for the claims process and Volkswagen's payment obligations.

Within 10 business days of your submission of a claim, including all requested documentation, Volkswagen will confirm whether your claim is complete. If it is deficient, Volkswagen will describe the deficiency and provide instructions on how to solve it.

Within 15 business days of verifying your document package, Volkswagen will notify you whether you are eligible for the elected remedy or whether the Claims Supervisor identified deficiencies with your documents or information that need to be addressed. If you are eligible, Volkswagen will send you an offer within these 15 business days. If you have a Generation One Vehicle and have an outstanding loan balance on your vehicle, this 15 business day period will not begin until after Volkswagen has verified the amount of your loan balance with your lender.

For Generation One, after accepting an offer, you can schedule a Buyback, Trade-In, Lease Termination, or (if approved) Reduced Emissions Modification. Appointments for Buybacks, Trade-In, Lease Termination, or Reduced Emissions Modification will be made after your acceptance of an offer. At or shortly after your appointment, you will receive your compensation.

For Generation Two, if an Emissions Compliant Repair is not yet available, after accepting an offer you can choose to schedule an appointment to verify your vehicle and identity and receive your Repair Participation Payment. You will be informed if and when a timely Emissions Compliant Repair has been approved and will be told that you can schedule an appointment to have the Emissions Compliant Repair made. You will receive the other half of your payment after the Emissions Compliant Repair is made.

For Generation Two, please note that if you choose to receive a Repair Participation Payment, you will be giving up your right to exclude yourself from the Class, except in limited circumstances. For more details about those limited circumstances, see Questions 60 and 61.

If a timely Emissions Compliant Repair has not been approved for your Generation Two Vehicle, you will be informed that the Buyback, Trade-In, Lease Termination, and (if approved) Approved Emissions Modification options are now available. You will select your option, and after Volkswagen extends an offer to you and you accept it, you may schedule an appointment for your Buyback, Trade-In, Lease Termination, or (if approved) Approved Emissions Modification. At or shortly after your appointment, you will receive your remaining compensation.

You may elect to receive payment by check or by electronic funds transfer (“EFT”). The timelines for each payment method and remedy are in the chart below:

	Check Option	Electronic Funds Transfer Option
<b>Buyback</b>	Check is given at time of Buyback: <ul style="list-style-type: none"> <li>Unless an upward mileage adjustment is required (if you went over the estimated mileage resulting in a reduced payment). In this case, a check will be mailed within five banking days of the Buyback.</li> <li>Unless a downward mileage adjustment is required (if you are well under the estimated mileage resulting in a higher payment). In this case, a second check for the additional amount will be mailed within five banking days.</li> </ul>	EFT will be submitted within three banking days of Buyback.
<b>Lease Termination</b>	Check given at time of vehicle surrender.	EFT will be submitted within three banking days of vehicle surrender.
<b>Approved Emissions Modification</b>	Check mailed within five banking days of completion of an Approved Emissions Modification.	EFT will be submitted within three banking days of completion of an Approved Emissions Modification.

**53. Can I participate in the Buyback Option if I have an outstanding loan on my vehicle?**

Yes. Your payment will be based on the amount of your outstanding loan as follows:

- If your outstanding loan balance is less than the Vehicle Value plus Owner Restitution, Volkswagen will pay off your loan and pay you the difference.
- If your outstanding loan balance is between 100% and 130% of the Vehicle Value plus Owner Restitution, Volkswagen will pay off your loan in full. You will not be paid anything directly.
- If your outstanding loan is more than 130% of the Vehicle Value plus Owner Restitution, your loan will be paid off up to 130% of your total Buyback Amount (*i.e.*, Vehicle Value plus Owner Restitution). You must pay any remaining loan balance necessary to transfer ownership of the vehicle to Volkswagen to complete the Buyback transaction.

**54. Can I participate in the Trade-In Option if I have an outstanding loan on my vehicle?**

Yes. You will receive a Trade-In Credit toward the vehicle in an amount equal to the total Buyback Amount (Vehicle Value plus Owner Restitution). If your loan obligation exceeds the total Buyback Amount, you will be eligible for Loan Forgiveness, and your Trade-In Credit will be increased by up to 30%. You will need to arrange with the Authorized Dealer to satisfy your loan obligation as part of the Trade-In transaction such that title and ownership of the vehicle are transferred to the Authorized Dealer without any liens.

**55. What can Volkswagen do with the vehicles it buys back?**

Volkswagen cannot export or sell the vehicles it buys back unless it modifies them with Approved Emissions Modifications. If the EPA and CARB do not approve an Emissions Modification for certain types of vehicles, Volkswagen is prohibited from re-selling those vehicles in the United States or abroad. Eligible Vehicles returned to Volkswagen that are not modified must be responsibly recycled, such as salvaged for parts.

## UNDERSTANDING THE CLASS ACTION PROCESS

### 56. Why am I getting this Notice?

You got 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 Class Action Settlement, and to understand all of their options before the Court decides whether or not to approve the Class Action Settlement. This Notice summarizes the Class Action Settlement and explains Class Members' legal rights and options under that Settlement, as well as the relief achieved under the US/CA Settlement.

Judge Charles R. Breyer of the United States District Court for the Northern District of California ("the Court") is in charge of this case. The case is known as *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." Volkswagen AG, Audi AG, Porsche AG, Volkswagen Group of America, Inc., and Porsche Cars North America, Inc., together, are called "Defendants."

### 57. 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 leave (opt out of) the class. Opting out means that you will not receive benefits under the Class Action Settlement. The opt-out process is described in Question 60 of this Notice.

### 58. What am I giving up in exchange for receiving the Class Action Settlement benefits?

If the Court approves the Class Action Settlement and you do not opt out, you will be eligible for the Class Action Settlement benefits described above. In exchange, you will give up your right to sue Volkswagen, Audi, Porsche, and related parties for the claims being resolved by this Class Action Settlement (see Question 61 below).

This Settlement **does not** provide benefits or affect legal claims related to: (1) former owners who sold their vehicles prior to September 18, 2015, (2) claims against Bosch, and (3) lessees with leases from entities other than VW Credit, Inc. or Audi Financial Services (Volkswagen and Audi vehicles) or Porsche Financial Services, Inc. (Porsche vehicles).

**Please note: There is a separate class action settlement agreement with Bosch which provides additional cash payments to 3.0-liter Eligible Owners, Former Owners, and Lessees. You will receive information about that settlement by separate notice. Visit [www.BoschVWSettlement.com](http://www.BoschVWSettlement.com) for more information.**

Section 12 of the Class Action Settlement contains the complete text and details of what Class Members give up unless they exclude themselves from the Class Action Settlement, so please read it carefully. The Class Action Settlement, DOJ 3.0-liter Consent Decree, and FTC 3.0-liter Consent Order are available at [www.VWCourtSettlement.com](http://www.VWCourtSettlement.com). If you have any questions, you may talk to the class counsel listed in Question 63 for free, or you may talk to your own lawyer.

### 59. Am I releasing any personal injury or wrongful death claims if I participate in the Class Action Settlement?

No. The Class Action Settlement does not affect or release any personal injury or wrongful death claims you may have, now or in the future.

<b>60. How do I get out of the Class Action Settlement?</b>
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If you do not want to receive benefits from the Class Action Settlement, and you want to retain the right to sue Volkswagen, Audi, or Porsche about the legal issues in this case, then you must take steps to remove yourself from the Class Action Settlement. You may do this by asking to be excluded from—sometimes referred to as “opting out of”—the Class Action Settlement. To do so, you must mail a letter or other written document to the Court-Appointed claims supervisor. Your request must include:

- Your name, address, and telephone number;
- The VIN of your vehicle;
- A statement that “I wish to exclude myself from the Class Action Settlement in *In re: Volkswagen “Clean Diesel” Marketing, Sales Practices, and Products Liability Litigation*, No. 3:15-md-2672,” or substantially similar unambiguous language;
- A statement as to whether you are an owner, lessee, or former owner or lessee of an Eligible Vehicle and the dates of ownership or lease;
- If you no longer own or lease your vehicle, evidence that the vehicle was sold or that the lease expired or was terminated; and
- Your personal signature and date.

You must mail your exclusion request, postmarked by **April 14, 2017**, to Opt Out VW Settlement, P.O. Box 57424, Washington, DC 20037. If you bought your vehicle after the Opt-Out Deadline of **April 14, 2017** but before **June 1, 2019** (for Generation One vehicles) or before **December 31, 2019** (for Generation Two vehicles), your exclusion request deadline is 30 days from the date of your purchase.

If you still own or lease an Eligible Vehicle and no Approved Emissions Modification becomes available for your Eligible Vehicle by **August 1, 2018**, you may withdraw from the Class Action Settlement from **August 1, 2018** to **September 1, 2018**. To withdraw, you must submit a written opt-out request to Opt Out VW Settlement, P.O. Box 57424, Washington, DC 20037, postmarked by September 1, 2018, and include the same information listed in the bullet points just above (name, address, telephone number, VIN of your vehicle, and so on). Additionally, an owner or lessee who received a Repair Participation Payment must submit with the opt out request a valid check or money order payable to VW 2018 OPT OUT FUND, an escrow account administered by the Claims Supervisor, in the full amount of the Repair Participation Payment that the owner or lessee received. No opt out request will be deemed valid that fails to submit the Repair Participation Payment refund on time (*i.e.*, postmarked by September 1, 2018) and in full.

<b>61. If I stay in the class and final approval is granted, may I later withdraw?</b>
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Class Members who still own or lease their vehicles and have not yet obtained a Buyback, Trade-In, or Lease Termination may withdraw from the Class Action Settlement if there is no Approved Emissions Modification for their vehicle by **August 1, 2018** between **August 1, 2018** and **September 1, 2018**. Class Members who have previously received a Repair Participation Payment must return it in order to withdraw from the 3.0-liter Class Action Settlement.

<b>62. If I stay in this Class Action Settlement, can I sue these Defendants for the same thing later?</b>
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No. Unless you exclude yourself, you give up the right to sue Volkswagen and Porsche for all of the claims that this Class Action Settlement resolves.

**63. If I exclude myself, can I still get full benefits from the Class Action Settlement?**

No. If you exclude yourself, you will not get any benefits from the Class Action Settlement. Under the US/CA Settlement, you would still be able to obtain a Reduced Emissions Modification or an Emissions Compliant Repair if one becomes available for your vehicle, but would receive none of the monetary compensation provided for by the Class Action Settlement.

**64. Do I have a lawyer in the case?**

Yes. The Court has appointed lawyers to represent all Class Members as “Class Counsel.” You will not be charged for contacting these lawyers. **Please contact them through [info@vwclasscounsel.com](mailto:info@vwclasscounsel.com) or 1-(800) 948-2181.** They are:

<p><b>Elizabeth Cabraser, Lead Counsel</b>  <b>Lieff Cabraser Heimann &amp; Bernstein, LLP</b>  <b>275 Battery Street, 29th Floor</b>  <b>San Francisco, CA 94111</b></p> <p>Lynn Lincoln Sarko          Keller Rohrbach L.L.P.          1201 Third Avenue, Suite 3200          Seattle, WA 98101</p> <p>Steve W. Berman          Hagens Berman Sobol Shapiro LLP          1918 Eighth Avenue, Suite 3300          Seattle, WA 98101</p> <p>Benjamin L. Bailey          Bailey and Glasser LLP          209 Capital Street          Charleston, WV 25301</p> <p>David Boies          Boies Schiller and Flexner          333 Main Street          Armonk, NY 10504</p> <p>David Seabold Casey, Jr.          Casey Gerry Schenk Francavilla Blatt &amp; Penfield          LLP          110 Laurel St          San Diego, CA 92101</p> <p>James E. Cecchi          Carella Byrne Cecchi Olstein Brody &amp; Agnello, P.C.          5 Becker Farm Road          Roseland, NJ 07068</p> <p>Roxanne Barton Conlin          Roxanne Conlin and Associates          319 7th Street, Suite 600          Des Moines, IA 50309</p>	<p>Joseph F. Rice          Motley Rice LLC          28 Bridgeside Boulevard          Mt. Pleasant, SC 29464</p> <p>Christopher A. Seeger          Seeger Weiss LLP          77 Water Street          New York, NY 10005</p> <p>Jayne Conroy          Simmons Hanly Conroy, LLC          112 Madison Avenue          New York, NY 10016</p> <p>Paul J. Geller          Robbins Geller Rudman and Dowd LLP          120 East Palmetto Park Road, Suite 500          Boca Raton, FL 33432</p> <p>Robin L. Greenwald          Weitz &amp; Luxenberg, P.C.          700 Broadway          New York, NY 10003</p> <p>Michael D. Hausfeld          Hausfeld LLP          1700 K Street NW, Suite 650          Washington, DC 20006</p> <p>Michael Everett Heygood          Heygood, Orr, Pearson          6363 North State Highway 161, Suite 450          Irving, TX 75038</p> <p>Adam J. Levitt          Grant &amp; Eisenhofer P.A.          30 North LaSalle Street, Suite 1200          Chicago, IL 60602</p>
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<p>W. Daniel "Dee" Miles III Beasley Allen Crow Methvin Portis &amp; Miles 218 Commerce Street P.O. Box 4160 Montgomery, AL 36103</p> <p>Frank Mario Pitre Cotchett Pitre &amp; McCarthy LLP San Francisco Airport Office Center 840 Malcolm Road, Suite 200 Burlingame, CA 94010</p> <p>Rosemary M. Rivas Levi &amp; Korsinsky LLP 44 Montgomery Street, Suite 650 San Francisco, CA 94104</p>	<p>J. Gerard Stranch IV Branstetter, Stranch &amp; Jennings, PLLC 223 Rosa L. Parks Avenue, Suite 200 Nashville, TN 37203</p> <p>Roland K. Tellis Baron Budd, P.C. 15910 Ventura Boulevard Encino Plaza, Suite 1600 Encino, CA 91436</p> <p>Lesley Elizabeth Weaver Bleichmar Fonti &amp; Auld LLP 1999 Harrison Street, Suite 670 Oakland, CA 94612</p>
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**65. How will the lawyers be paid?**

**Any attorneys' fees and costs awarded to Class Counsel by the Court will be paid separately by Volkswagen and will not reduce benefits to Class Members.**

Volkswagen will pay attorneys' fees and costs to Class Counsel in addition to the benefits it is providing to the Class Members in this Settlement. At a later date to be determined by the Court, Class Counsel will ask the Court to approve their attorneys' fees and reasonable costs. Class Members will have an opportunity to comment on and/or object to this request at an appropriate time. The Court must approve these attorneys' fees and costs to be paid by Volkswagen.

**66. How do I tell the Court if I do not like the Class Action Settlement?**

If you do not exclude yourself from the Class Action Settlement, you may object to it. The Court will consider your views. To comment on or to object to the Class Action Settlement, you or your attorney must submit your written objection to the Court, including the following:

- Your name, address, and telephone number;
- A statement saying that you object to the Class Action Settlement in *In re: Volkswagen "Clean Diesel" Marketing, Sales Practices, and Products Liability Litigation*, No. 3:15-md-2672 (N.D. Cal.);
- The reasons you object to the Class Action Settlement, along with any supporting materials;
- The VIN of your Eligible Vehicle and the dates you owned or leased the Eligible Vehicle; and
- Your signature and date.

In addition, if you wish to speak at the final approval hearing (the "Fairness Hearing"), you must submit a written notice of your intent (see Question 70 below).

You must mail your objection to the four addresses below postmarked by April 14, 2017:

COURT	CLASS COUNSEL	VOLKSWAGEN COUNSEL	PORSCHE COUNSEL
<b>Clerk of the Court/Judge Charles R. Breyer Phillip Burton Federal Building &amp; United States Courthouse 450 Golden Gate Avenue San Francisco, CA 94102</b>	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 K. Dawson Alston & Bird LLP 1201 West Peachtree Street Atlanta, GA 30309

**67. What is the difference between objecting to the Class Action 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 Class Action Settlement, and you do not want to receive any Class Action Settlement benefits. If you opt out, you have no basis to object to the Class Action Settlement by telling the Court you do not like something about it, because the case no longer affects you.

**68. When and where will the Court decide whether to approve the Class Action Settlement?**

The Court will hold the Fairness Hearing on **May 11, 2017, at 8:00 a.m.**, at the United States District Court for the Northern District of California, located at the United States Courthouse, 450 Golden Gate Avenue, San Francisco, CA 94102. After the hearing, the Court will decide whether to approve the Class Action Settlement. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check [www.VWCourtSettlement.com](http://www.VWCourtSettlement.com) or call 1-844-98-CLAIM. At this hearing, the Court will hear evidence about whether the Class Action 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 Class Action Settlement. We do not know how long these decisions will take.

The Court will consider the request for attorneys' fees and reasonable costs by Class Counsel (see Question 65) after the Fairness Hearing, at a time that will be set at a later date by the Court.

**69. 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 mailed 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.

**70. 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 send a letter stating that it is your "Notice of Intention to Appear in *In re: Volkswagen "Clean Diesel" Marketing, Sales Practices, and Products Liability Litigation*, No. 3:15-md-2672 (N.D. Cal.)." Be sure to include your name, address, telephone number, and your signature. Your notice of intention to appear must be postmarked by **April 14, 2017**, and sent to the addresses listed in Question 65.

**71. How do I get more information?**

This Notice summarizes the proposed Class Action Settlement. More details are in the Class Action Settlement and the proposed DOJ Consent Decree. You can get a copy of all of these documents at [www.VWCourtSettlement.com](http://www.VWCourtSettlement.com). You also may write with questions to VW 3.0-Liter Settlement, P.O. Box 214500, Auburn Hills, MI 48321 or call 1-844-98-CLAIM.

## TABLES

### Settlement Payments to Generation One Owners

The tables below show the range of possible payment amounts to Generation One owners under the 3.0-Liter Class Action Settlement. The amount you will be offered depends on which option is involved (Buyback/Trade-In or Reduced Emissions Modification) and your vehicle's model year, model, trim level, and factory options. The Reduced Emissions Modification option will only be available if the EPA and CARB approve a modification.

If you choose the Buyback option, you will receive your vehicle's September 2015 Clean Trade Vehicle Value, plus an additional restitution amount, for a total payment ranging from \$24,755 to \$57,157. The Buyback payment compensates you for the value of your vehicle frozen in September 2015 using an industry standard for valuing vehicles (the NADA Used Car Guide), and includes an additional restitution amount of more than \$7,500 (before any adjustment for your vehicle's current mileage).

If you choose the Trade-In option, you will receive the amount you would have received in a Buyback as a trade-in credit toward another vehicle.

If you choose the Reduced Emissions Modification option instead, you will receive a free modification plus the same additional restitution amount you would receive for a Buyback. Payments for emissions modifications to Generation One vehicles range from \$7,755 to \$13,880.

Your payment amount may be adjusted up or down if your vehicle has higher or lower than standard mileage (15,000 miles per year) when you bring it into a dealership to participate in the settlement program. The tables below assume that your vehicle is not subject to a mileage adjustment and that you owned it on September 18, 2015 when the emissions accusations became public and still own it. If you no longer have your vehicle, or if you purchased it used after September 18, 2015, then you will be offered a lesser amount.

#### Payment Amounts for All Generation One Owners

Find your vehicle's Model Year, Model, and Trim below:	<b><u>Option 1:</u></b> <b>Buyback</b> Sell your vehicle back to Volkswagen plus receive a payment for a combined total of: <i>or</i> <b>Trade-In</b> Receive an equivalent Trade-In Credit of:	<b><u>Option 2: Reduced Emissions Modification</u></b> Keep your vehicle, receive a free modification to reduce emissions plus a payment of:
<b>Model</b>	<b><u>Option 1 Amount</u></b>	<b><u>Option 2 Amount</u></b>
2009 Audi Q7 TDI Premium Plus S-Line	\$32,680 - \$35,537	\$7,905 - \$10,512
2009 Audi Q7 TDI Prestige S-Line	\$33,730 - \$36,918	\$7,955 - \$10,893
2009 Audi Q7 TDI Premium	\$30,788 - \$32,234	\$8,628 - \$10,034
2009 Audi Q7 TDI Premium Plus	\$30,405 - \$33,645	\$7,830 - \$10,470
2009 Audi Q7 TDI Prestige	\$31,480 - \$34,609	\$7,880 - \$10,409
2009 Volkswagen Touareg TDI	\$24,755 - \$29,490	\$7,755 - \$10,000
2010 Audi Q7 TDI Prestige S-Line	\$38,305 - \$44,764	\$8,130 - \$11,789
2010 Audi Q7 TDI Premium	\$32,855 - \$35,574	\$7,930 - \$10,399
2010 Audi Q7 TDI Premium Plus	\$34,555 - \$38,293	\$7,980 - \$11,043

Find your vehicle's Model Year, Model, and Trim below:	<b>Option 1: Buyback</b> Sell your vehicle back to Volkswagen plus receive a payment for a combined total of: <i>or</i> <b>Trade-In</b> Receive an equivalent Trade-In Credit of:	<b>Option 2: Reduced Emissions Modification</b> Keep your vehicle, receive a free modification to reduce emissions plus a payment of:
<b>Model</b>	<b>Option 1 Amount</b>	<b>Option 2 Amount</b>
2010 Audi Q7 TDI Premium Plus S-Line	\$37,055 - \$40,341	\$8,105 - \$11,066
2010 Audi Q7 TDI Prestige	\$36,030 - \$42,337	\$8,030 - \$11,600
2010 Volkswagen Touareg TDI	\$26,405 - \$31,968	\$8,280 - \$10,993
2011 Audi Q7 TDI Prestige S-Line	\$41,830 - \$49,144	\$8,005 - \$12,033
2011 Audi Q7 TDI Premium	\$37,462 - \$40,764	\$7,880 - \$10,743
2011 Audi Q7 TDI Premium Plus	\$37,555 - \$41,813	\$7,905 - \$11,313
2011 Audi Q7 TDI Prestige	\$39,755 - \$47,057	\$7,955 - \$11,907
2011 Volkswagen Touareg TDI Executive	\$39,155 - \$42,940	\$8,130 - \$11,615
2011 Volkswagen Touareg TDI Lux	\$35,755 - \$39,200	\$8,005 - \$11,150
2011 Volkswagen Touareg TDI Sport	\$33,880 - \$37,138	\$7,955 - \$10,913
2012 Audi Q7 TDI Prestige S-Line	\$48,755 - \$57,157	\$9,005 - \$13,807
2012 Audi Q7 TDI Premium	\$42,730 - \$46,974	\$8,880 - \$12,386
2012 Audi Q7 TDI Premium Plus	\$43,630 - \$48,550	\$8,855 - \$12,875
2012 Audi Q7 TDI Prestige	\$46,030 - \$54,930	\$8,905 - \$13,880
2012 Volkswagen Touareg TDI Executive	\$43,655 - \$48,000	\$8,255 - \$12,200
2012 Volkswagen Touareg TDI Lux	\$39,655 - \$43,600	\$8,130 - \$11,675
2012 Volkswagen Touareg TDI Sport	\$37,055 - \$40,740	\$8,055 - \$11,340
2012 Volkswagen Touareg TDI Sport Navigation	\$37,780 - \$41,538	\$8,080 - \$11,438

### Settlement Payments to Generation One Lessees

The tables below show the range of possible payment amounts to Generation One lessees under the 3.0-Liter Class Action Settlement. The amount you will be offered will be the same whether you choose a Lease Termination, a Reduced Emissions Modification, or no longer have an active lease, and will depend on your vehicle's model year, model, trim level, and factory options. The Reduced Emissions Modification option will only be available if the EPA and CARB approve a modification.

These tables assume that you leased an eligible vehicle with VW Credit, Inc. or Audi Credit on September 18, 2015 and/or November 2, 2015 when the emissions accusations became public. If you purchased your leased vehicle before January 31, 2017 and still own it, then you will be treated as an owner for purposes of the settlement and should use the tables in the owner section above to find your range of possible payments. Payments to Generation One lessees range from \$5,001 to \$6,615.

### Payment Amounts for All Generation One Lessees

Find your vehicle's Model Year, Model, and Trim below:	<b>Lease Termination or Reduced Emissions Modification</b> Terminate your lease, or keep your vehicle and get a free modification to reduce emissions, and receive a payment of:
<b>Model</b>	<b>Lessee Restitution</b>
2012 Audi Q7 TDI Prestige S-Line	\$6,615 - \$6,615
2012 Audi Q7 TDI Premium Plus	\$5,845 - \$6,125
2012 Audi Q7 TDI Prestige	\$5,753 - \$5,753
2012 Volkswagen Touareg TDI Executive	\$5,336 - \$5,757
2012 Volkswagen Touareg TDI Lux	\$5,570 - \$5,570
2012 Volkswagen Touareg TDI Sport	\$5,001 - \$5,144

### Settlement Payments To Generation Two Owners

If an Emissions Compliant Repair for your vehicle is available on time, you will receive the repair and an additional repair payment in an amount that depends on your vehicle's model year, model, and factory options, *as shown in the first table below*. Repair payments to owners of Generation Two vehicles range from \$7,039 to \$16,114. Lessees and former lessees of Generation Two vehicles will receive a repair payment of \$2,000.

If an Emissions Compliant Repair for your vehicle is *not* available on time, you will have a choice between a Buyback, a Trade-in, and, if the EPA and CARB approve it, a Reduced Emissions Modification (or an Emissions Compliant Repair approved after the deadlines set forth in the Agreement), plus compensation as calculated below.

- If you choose the Buyback option, you will receive your vehicle's September 2015 Clean Trade Vehicle Value, plus an additional restitution amount, for a total payment ranging from \$43,153 to \$144,771 *as shown in the second table below*. The Buyback payment compensates you for the value of your vehicle frozen in September 2015 using an industry standard for valuing vehicles (the NADA Used Car Guide), and includes an additional restitution amount of more than \$11,000 (before any adjustment for your vehicle's current mileage).
- If you choose a Trade-In, you will receive the amount you would have received in a Buyback as a trade-in credit toward a new vehicle
- If you instead choose the Approved Emissions Modification option, you will receive a free modification plus the same additional restitution amount you would receive for a Buyback. Payments for emissions modifications to Generation Two vehicles range from \$11,353 to \$45,911 as shown in the second table below.
- Your payment amount may be adjusted up or down if your vehicle has higher or lower than standard mileage (15,000 miles per year) when you bring it into a dealership to participate in the settlement program. The tables below assume that your vehicle is not subject to a mileage adjustment and that you purchased it new or owned it on September 18, 2015 when the emissions accusations became public and still own it. If you no longer have your vehicle, or if you purchased it used after September 18, 2015, then you will be offered a lesser amount.

**If Emissions Compliant Repair Timely Available**

Find your vehicle's Model Year, Model, and Trim below:	<b>Emissions Compliant Repair</b> Receive an Emissions Compliant Repair and a payment of:
<b>Model</b>	<b>Owner Repair Payment</b>
2013 Porsche Cayenne	\$8,229 - \$8,629
2013 Audi Q7 TDI Prestige S-Line	\$8,492 - \$9,112
2013 Audi Q7 TDI Premium	\$7,424 - \$7,687
2013 Audi Q7 TDI Premium Plus	\$7,842 - \$8,039
2013 Audi Q7 TDI Prestige	\$8,274 - \$8,834
2013 Volkswagen Touareg TDI Executive	\$7,704 - \$7,752
2013 Volkswagen Touareg TDI Lux	\$7,322 - \$7,369
2013 Volkswagen Touareg TDI Sport	\$7,039 - \$7,087
2013 Volkswagen Touareg TDI Sport Navigation	\$7,124 - \$7,172
2014 Audi A6 TDI Premium Plus	\$8,014 - \$8,349
2014 Audi A6 TDI Prestige	\$8,407 - \$8,989
2014 Audi A7 TDI Premium Plus	\$8,909 - \$9,237
2014 Audi A7 TDI Prestige	\$9,404 - \$9,979
2014 Audi A8 TDI L	\$9,664 - \$10,534
2014 Porsche Cayenne	\$9,014 - \$9,447
2014 Porsche Cayenne Platinum	\$9,552 - \$9,819
2014 Audi Q5 TDI Premium Plus S-Line	\$8,259 - \$8,507
2014 Audi Q5 TDI Premium Plus	\$7,887 - \$8,197
2014 Audi Q5 TDI Prestige	\$8,464 - \$8,849
2014 Audi Q5 TDI Prestige S-Line	\$8,839 - \$9,114
2014 Audi Q7 TDI Prestige S-Line	\$9,014 - \$9,594
2014 Audi Q7 TDI Premium	\$8,112 - \$8,342
2014 Audi Q7 TDI Premium Plus	\$8,322 - \$8,567
2014 Audi Q7 TDI Prestige	\$8,939 - \$9,492
2014 Volkswagen Touareg TDI R-Line	\$8,364 - \$8,419
2014 Volkswagen Touareg TDI Executive	\$8,397 - \$8,409
2014 Volkswagen Touareg TDI Lux	\$7,772 - \$7,784
2014 Volkswagen Touareg TDI Sport	\$7,527 - \$7,582
2015 Audi A6 TDI Premium Plus	\$8,562 - \$8,884
2015 Audi A6 TDI Prestige	\$8,912 - \$9,509
2015 Audi A7 TDI Premium Plus	\$9,532 - \$9,847
2015 Audi A7 TDI Prestige	\$10,024 - \$10,614
2015 Audi A8 TDI L	\$10,584 - \$11,519
2015 Porsche Cayenne	\$9,633 - \$10,236
2015 Audi Q5 TDI Premium Plus S-Line	\$8,278 - \$8,675
2015 Audi Q5 TDI Premium Plus	\$8,087 - \$8,442
2015 Audi Q5 TDI Prestige	\$8,687 - \$9,005
2015 Audi Q5 TDI Prestige S-Line	\$8,963 - \$9,238
2015 Audi Q7 TDI Premium	\$8,339 - \$8,531
2015 Audi Q7 TDI Premium Plus	\$8,744 - \$8,927
2015 Audi Q7 TDI Prestige	\$9,286 - \$9,861
2015 Audi Q7 TDI Prestige S-Line	\$9,447 - \$9,947

Find your vehicle's Model Year, Model, and Trim below:	<b>Emissions Compliant Repair</b> Receive an Emissions Compliant Repair and a payment of:
<b>Model</b>	<b>Owner Repair Payment</b>
2015 Volkswagen Touareg TDI Executive	\$8,962 - \$9,117
2015 Volkswagen Touareg TDI Lux	\$8,379 - \$8,534
2015 Volkswagen Touareg TDI Sport Technology	\$8,096 - \$8,104
2016 Audi A6 TDI Premium Plus	\$9,156 - \$9,963
2016 Audi A6 TDI Prestige	\$9,546 - \$10,885
2016 Audi A7 TDI Premium Plus	\$10,209 - \$10,895
2016 Audi A7 TDI Prestige	\$10,402 - \$12,919
2016 Audi A8 TDI L	\$11,524 - \$12,458
2016 Porsche Cayenne	\$9,391 - \$16,114
2016 Audi Q5 TDI Premium Plus S-Line	\$8,728 - \$9,121
2016 Audi Q5 TDI Premium Plus	\$8,137 - \$9,035
2016 Audi Q5 TDI Prestige	\$8,731 - \$9,847
2016 Audi Q5 TDI Prestige S-Line	\$8,731 - \$10,009
2016 Volkswagen Touareg TDI Executive	\$9,435 - \$9,601
2016 Volkswagen Touareg TDI Lux	\$8,680 - \$9,090
2016 Volkswagen Touareg TDI Sport Technology	\$8,169 - \$8,604

**If Emissions Compliant Repair Not Timely Available**

Find your vehicle's Model Year, Model, and Trim below:	<b>Option 1: Buyback</b> Sell your vehicle back to Volkswagen plus receive a payment for a combined total of: <i>or</i> <b>Trade-In</b> Receive an equivalent Trade-In Credit of:	<b>Option 2: Approved Emissions Modification (if available)</b> Keep your vehicle and get a free modification to reduce emissions and a payment of:
<b>Model</b>	<b>Option 1 Amount</b>	<b>Option 2 Amount</b>
2013 Porsche Cayenne	\$58,953 - \$75,141	\$14,678 - \$29,106
2013 Audi Q7 TDI Prestige S-Line	\$59,959 - \$70,296	\$13,653 - \$19,630
2013 Audi Q7 TDI Premium	\$48,028 - \$53,225	\$13,328 - \$17,236
2013 Audi Q7 TDI Premium Plus	\$52,428 - \$58,766	\$13,428 - \$18,626
2013 Audi Q7 TDI Prestige	\$56,503 - \$66,930	\$13,503 - \$19,126
2013 Volkswagen Touareg TDI Executive	\$49,803 - \$54,433	\$11,528 - \$15,733
2013 Volkswagen Touareg TDI Lux	\$45,978 - \$50,226	\$11,428 - \$15,251
2013 Volkswagen Touareg TDI Sport	\$43,153 - \$46,781	\$11,353 - \$14,606
2013 Volkswagen Touareg TDI Sport Navigation	\$44,003 - \$48,053	\$11,378 - \$15,003
2014 Audi A6 TDI Premium Plus	\$53,903 - \$61,978	\$13,878 - \$19,003
2014 Audi A6 TDI Prestige	\$57,828 - \$70,965	\$13,978 - \$21,915
2014 Audi A7 TDI Premium Plus	\$62,853 - \$70,911	\$14,578 - \$20,540
2014 Audi A7 TDI Prestige	\$67,803 - \$81,397	\$14,678 - \$23,172
2014 Audi A8 TDI L	\$72,631 - \$94,008	\$17,817 - \$31,433



Find your vehicle's Model Year, Model, and Trim below:	<b>Option 1: Buyback</b> Sell your vehicle back to Volkswagen plus receive a payment for a combined total of: <i>or</i> <b>Trade-In</b> Receive an equivalent Trade-In Credit of:	<b>Option 2: Approved Emissions Modification (if available)</b> Keep your vehicle and get a free modification to reduce emissions and a payment of:
<b>Model</b>	<b>Option 1 Amount</b>	<b>Option 2 Amount</b>
2014 Porsche Cayenne	\$66,103 - \$92,318	\$14,503 - \$39,068
2014 Porsche Cayenne Platinum	\$70,803 - \$86,894	\$14,578 - \$29,494
2014 Audi Q5 TDI Premium Plus S-Line	\$57,853 - \$64,496	\$14,478 - \$19,513
2014 Audi Q5 TDI Premium Plus	\$53,053 - \$59,633	\$12,903 - \$17,628
2014 Audi Q5 TDI Prestige	\$59,078 - \$67,247	\$13,028 - \$19,348
2014 Audi Q5 TDI Prestige S-Line	\$63,653 - \$72,104	\$14,578 - \$20,854
2014 Audi Q7 TDI Prestige S-Line	\$64,603 - \$75,626	\$13,903 - \$21,249
2014 Audi Q7 TDI Premium	\$55,728 - \$61,566	\$13,703 - \$18,466
2014 Audi Q7 TDI Premium Plus	\$57,653 - \$65,344	\$13,728 - \$19,844
2014 Audi Q7 TDI Prestige	\$63,153 - \$75,399	\$13,828 - \$21,799
2014 Volkswagen Touareg TDI R-Line	\$56,403 - \$61,693	\$12,528 - \$17,393
2014 Volkswagen Touareg TDI Executive	\$56,728 - \$61,583	\$12,578 - \$17,383
2014 Volkswagen Touareg TDI Lux	\$50,478 - \$54,708	\$12,428 - \$16,608
2014 Volkswagen Touareg TDI Sport	\$48,028 - \$52,481	\$12,328 - \$16,356
2015 Audi A6 TDI Premium Plus	\$59,378 - \$68,617	\$14,503 - \$20,892
2015 Audi A6 TDI Prestige	\$62,878 - \$76,478	\$14,578 - \$22,828
2015 Audi A7 TDI Premium Plus	\$69,378 - \$79,028	\$15,003 - \$21,853
2015 Audi A7 TDI Prestige	\$74,003 - \$88,246	\$14,778 - \$23,771
2015 Audi A8 TDI L	\$83,450 - \$103,921	\$20,650 - \$34,062
2015 Porsche Cayenne	\$74,150 - \$108,462	\$15,899 - \$45,911
2015 Audi Q5 TDI Premium Plus S-Line	\$60,556 - \$66,894	\$14,171 - \$20,032
2015 Audi Q5 TDI Premium Plus	\$54,834 - \$64,356	\$12,559 - \$19,081
2015 Audi Q5 TDI Prestige	\$61,256 - \$71,948	\$12,859 - \$21,276
2015 Audi Q5 TDI Prestige S-Line	\$65,222 - \$74,931	\$14,209 - \$22,393
2015 Audi Q7 TDI Premium	\$57,150 - \$63,339	\$13,521 - \$18,030
2015 Audi Q7 TDI Premium Plus	\$61,878 - \$70,789	\$14,103 - \$22,089
2015 Audi Q7 TDI Prestige	\$67,369 - \$79,342	\$14,289 - \$21,837
2015 Audi Q7 TDI Prestige S-Line	\$68,233 - \$83,383	\$14,369 - \$25,419
2015 Volkswagen Touareg TDI Executive	\$62,384 - \$68,926	\$13,437 - \$18,803
2015 Volkswagen Touareg TDI Lux	\$56,552 - \$62,957	\$13,402 - \$18,482
2015 Volkswagen Touareg TDI Sport Technology	\$53,723 - \$58,223	\$13,067 - \$17,567
2016 Audi A6 TDI Premium Plus	\$67,803 - \$78,791	\$15,305 - \$21,854
2016 Audi A6 TDI Prestige	\$71,488 - \$87,404	\$15,387 - \$22,325
2016 Audi A7 TDI Premium Plus	\$78,407 - \$88,259	\$15,735 - \$22,670
2016 Audi A7 TDI Prestige	\$79,787 - \$111,001	\$15,328 - \$25,106
2016 Audi A8 TDI L	\$91,604 - \$103,659	\$18,288 - \$26,875
2016 Porsche Cayenne	\$72,643 - \$144,771	\$14,120 - \$25,417

Find your vehicle’s Model Year, Model, and Trim below:	<b>Option 1: Buyback</b> Sell your vehicle back to Volkswagen plus receive a payment for a combined total of: <i>or</i> <b>Trade-In</b> Receive an equivalent Trade-In Credit of:	<b>Option 2: Approved Emissions Modification (if available)</b> Keep your vehicle and get a free modification to reduce emissions and a payment of:
<b>Model</b>	<b>Option 1 Amount</b>	<b>Option 2 Amount</b>
2016 Audi Q5 TDI Premium Plus S-Line	\$61,561 - \$68,753	\$12,909 - \$17,844
2016 Audi Q5 TDI Premium Plus	\$55,360 - \$68,726	\$12,571 - \$18,180
2016 Audi Q5 TDI Prestige	\$64,279 - \$77,534	\$13,136 - \$18,807
2016 Audi Q5 TDI Prestige S-Line	\$64,151 - \$79,745	\$13,249 - \$19,430
2016 Volkswagen Touareg TDI Executive	\$67,109 - \$73,686	\$13,838 - \$19,325
2016 Volkswagen Touareg TDI Lux	\$60,448 - \$68,329	\$13,776 - \$19,343
2016 Volkswagen Touareg TDI Sport Technology	\$55,961 - \$63,052	\$13,288 - \$17,938

### Settlement Payments to Generation Two Lessees

The tables below show the range of possible payment amounts to Generation Two lessees under the 3.0-liter Class Action Settlement.

As described in the previous section, if an Emissions Compliant Repair for your vehicle is available on time, you will be offered the repair and a repair payment. The repair payment for lessees of Generation Two vehicles is \$2,000 *as shown in the first table below*.

If an Emissions Compliant Repair for your vehicle is **not** available on time, you will instead be offered a Lease Termination or Approved Emissions Modification, and a payment. The Approved Emissions Modification option will only be available if an emissions modification is approved by the EPA and CARB. The amount you receive will be the same whether you choose a Lease Termination, Approved Emissions Modification, or no longer have an active lease, and depends on your vehicle’s model year, model, and factory options as shown in the second table below. If an Emissions Compliant Repair is not available on time, payments to Generation Two lessees range from \$5,677 to \$12,492.

These tables assume that you leased vehicle with VW Credit, Inc., Audit Credit, or Porsche Financial Services, Inc. on September 18, 2015 and/or November 2, 2015 when the emissions accusations became public. If you purchased your leased vehicle before January 31, 2017 and still own it, then you will be treated as an owner for purposes of the settlement and should use the tables in the owner section above to find your range of possible payments.

#### If Emissions Compliant Repair Timely Available

Find your vehicle’s Model Year, Model, and Trim below:	<b>Emissions Compliant Repair</b> Receive an Emissions Compliant Repair and a payment of:
<b>Model</b>	<b>Repair Payment Amount</b>

All Models	\$2,000
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If Emissions Compliant Repair Not Timely Available

Find your vehicle's Model Year, Model, and Trim below:	<b>Approved Emissions Modification or Lease Termination</b> Receive an Approved Emissions Modification or a Lease Termination, and a payment of:
<b>Model</b>	<b>Lessee Restitution</b>
2013 Porsche Cayenne	\$5,902 - \$8,405
2013 Audi Q7 TDI Prestige S-Line	\$7,780 - \$8,875
2013 Audi Q7 TDI Premium	\$6,785 - \$7,838
2013 Audi Q7 TDI Premium Plus	\$6,214 - \$8,350
2013 Audi Q7 TDI Prestige	\$6,985 - \$8,707
2013 Volkswagen Touareg TDI Executive	\$7,014 - \$7,549
2013 Volkswagen Touareg TDI Lux	\$6,305 - \$7,338
2013 Volkswagen Touareg TDI Sport	\$5,677 - \$7,136
2013 Volkswagen Touareg TDI Sport Navigation	\$5,689 - \$7,228
2014 Audi A6 TDI Premium Plus	\$6,439 - \$8,721
2014 Audi A6 TDI Prestige	\$6,489 - \$9,279
2014 Audi A7 TDI Premium Plus	\$7,586 - \$9,513
2014 Audi A7 TDI Prestige	\$6,839 - \$9,858
2014 Audi A8 TDI L	\$7,302 - \$10,636
2014 Porsche Cayenne	\$6,189 - \$8,760
2014 Porsche Cayenne Platinum	\$7,229 - \$9,067
2014 Audi Q5 TDI Premium Plus S-Line	\$6,783 - \$8,311
2014 Audi Q5 TDI Premium Plus	\$5,977 - \$8,268
2014 Audi Q5 TDI Prestige	\$6,014 - \$8,482
2014 Audi Q5 TDI Prestige S-Line	\$6,506 - \$8,447
2014 Audi Q7 TDI Prestige S-Line	\$6,452 - \$9,339
2014 Audi Q7 TDI Premium	\$7,747 - \$8,378
2014 Audi Q7 TDI Premium Plus	\$6,364 - \$8,833
2014 Audi Q7 TDI Prestige	\$6,514 - \$9,133
2014 Volkswagen Touareg TDI R-Line	\$6,264 - \$8,515
2014 Volkswagen Touareg TDI Executive	\$6,289 - \$8,692
2014 Volkswagen Touareg TDI Lux	\$6,214 - \$8,304
2014 Volkswagen Touareg TDI Sport	\$6,189 - \$8,030
2015 Audi A6 TDI Premium Plus	\$6,789 - \$9,292
2015 Audi A6 TDI Prestige	\$6,827 - \$9,818
2015 Audi A7 TDI Premium Plus	\$8,759 - \$9,677
2015 Audi A7 TDI Prestige	\$6,927 - \$10,103
2015 Audi A8 TDI L	\$7,902 - \$11,935
2015 Porsche Cayenne	\$5,821 - \$8,951
2015 Audi Q5 TDI Premium Plus S-Line	\$5,980 - \$8,338
2015 Audi Q5 TDI Premium Plus	\$5,805 - \$8,377
2015 Audi Q5 TDI Prestige	\$5,930 - \$8,360
2015 Audi Q5 TDI Prestige S-Line	\$5,974 - \$8,659

Find your vehicle's Model Year, Model, and Trim below:	<b>Approved Emissions Modification or Lease Termination</b> Receive an Approved Emissions Modification or a Lease Termination, and a payment of:
<b>Model</b>	<b>Lessee Restitution</b>
2015 Audi Q7 TDI Premium	\$7,073 - \$8,553
2015 Audi Q7 TDI Premium Plus	\$6,577 - \$9,247
2015 Audi Q7 TDI Prestige	\$6,645 - \$9,557
2015 Audi Q7 TDI Prestige S-Line	\$6,710 - \$9,822
2015 Volkswagen Touareg TDI Executive	\$6,719 - \$9,550
2015 Volkswagen Touareg TDI Lux	\$6,701 - \$9,241
2015 Volkswagen Touareg TDI Sport Technology	\$6,534 - \$8,783
2016 Audi A6 TDI Premium Plus	\$7,249 - \$10,214
2016 Audi A6 TDI Prestige	\$7,104 - \$10,564
2016 Audi A7 TDI Premium Plus	\$7,204 - \$10,451
2016 Audi A7 TDI Prestige	\$8,181 - \$11,173
2016 Audi A8 TDI L	\$11,143 - \$12,492
2016 Porsche Cayenne	\$6,227 - \$10,276
2016 Audi Q5 TDI Premium Plus S-Line	\$5,955 - \$8,371
2016 Audi Q5 TDI Premium Plus	\$5,930 - \$8,382
2016 Audi Q5 TDI Prestige	\$7,656 - \$8,633
2016 Audi Q5 TDI Prestige S-Line	\$7,039 - \$7,039
2016 Volkswagen Touareg TDI Executive	\$7,095 - \$9,874
2016 Volkswagen Touareg TDI Lux	\$6,873 - \$9,639
2016 Volkswagen Touareg TDI Sport Technology	\$6,782 - \$8,713