

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

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

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

- A Settlement has been proposed in a class action lawsuit against Volkswagen Group of America, Inc. relating to allegations of failures of the Belt Starter Generator (“BSG”), which is sometimes called the Starter Generator or Alternator, in certain Audi vehicles.
- If you currently or previously owned or leased a certain Audi vehicle (listed below) in the United States or Puerto Rico, you may be entitled to benefits afforded by a class action Settlement which are described in Section 1 below.
- The proposed class action, pending in the United States District Court for the District of New Jersey, is captioned *Steinhardt, et al. v. Volkswagen Group of America, Inc., et al.*, Civil Action No. 3:23-cv-02291-RK-RLS (the “Action”). The parties have agreed to a class Settlement of the Action, which the Court has preliminarily approved, and have asked the Court to grant final approval of the proposed Settlement. As a Settlement Class Member, you have various options that you may exercise before the Court decides whether to approve the Settlement.
- This Notice explains the Action, the proposed Settlement, your legal rights and options, available benefits, who is eligible for and how to obtain the benefits, and applicable dates, time deadlines and procedures.
- Your legal rights are affected whether you act or do not act. **You should read this entire Notice carefully.**
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made only if the Court approves the Settlement and after appeals, if any, are resolved.

BASIC INFORMATION

1. What the Action and settlement benefits are.

The Settlement involves certain specific Audi vehicles of the following models/model years, that were imported and distributed by Volkswagen Group of America, Inc. (“VWGoA”) in the United States or Puerto Rico (hereinafter, collectively, “Settlement Class Vehicles”):

- Certain MY2019-2023 Audi A6*
- Certain MY2019-2023 Audi A7*
- Certain MY2019-2023 Audi A8*
- Certain MY2019-2023 Audi Q8*
- Certain MY2020-2023 Audi Q7*
- Certain MY2020-2023 Audi RSQ8*
- Certain MY2020-2023 Audi S6*

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- Certain MY2020-2023 Audi S7*
- Certain MY2020-2023 Audi S8*
- Certain MY2020-2023 Audi Allroad*
- Certain MY2021-2023 Audi RS6*
- Certain MY2021-2023 Audi RS7*

*Not every such model and model year vehicle is covered by this Settlement (i.e., a Settlement Class Vehicle). The Settlement Class Vehicles are determined by specific Vehicle Identification Numbers (VINs). You can look up whether your vehicle is a Settlement Class Vehicle by typing your vehicle’s VIN, where indicated, in the VIN Lookup Portal on the Settlement website at www.BSGSettlement.com.

A Settlement Class Member is defined as a current or former owner or lessee of a Settlement Class Vehicle, purchased or leased in the United States or Puerto Rico.

The Action claims that there was a defect in the BSGs of some Settlement Class Vehicles, sometimes requiring repair. VWGoA denies the claims and maintains that the BSGs in the Settlement Class Vehicles are not defective, function properly, were properly designed, manufactured, marketed and sold, and that no applicable warranties were breached nor any applicable statutes violated. The Court has not decided in favor of either party. Instead, the Action has been resolved through a class settlement under which eligible Settlement Class Members who qualify may obtain the following benefits:

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

Effective on July 11, 2024, VWGoA will extend the New Vehicle Limited Warranties (NVLWs) applicable to the Settlement Class Vehicles to cover the cost of repair or replacement, by an authorized Audi dealer, of a failed BSG in a Settlement Class Vehicle, during a period of ten (10) years from the Settlement Class Vehicle’s In-Service Date.

The Warranty Extension shall also, during said period, cover the cost to recharge a Settlement Class Vehicle’s 12-volt and/or 48-volt battery, or a percentage of the cost to replace the Settlement Class Vehicle’s 12-volt and/or 48-volt battery after the original 4 year NVLW expires (which percentage of coverage shall be pursuant to the sliding scale of percentages set forth in Table 1 [for the 12-volt battery] and Table 2 [for the 48-volt battery] below), performed by an authorized Audi dealer, if at the time of the BSG replacement, it is determined by the authorized Audi dealer that the battery needs to be recharged or replaced and that the need for said recharge or replacement was directly caused by a BSG failure.

Table 1 – Sliding Scale of Warranty Extension and Past Reimbursement Coverage Percentages for Replacement of a Settlement Class Vehicle’s 12-Volt Battery:

Up to 4 years from Vehicle’s In-Service Date	4-5 years	5-6 years	6-7 years	7-8 years	8-9 years	9-10 years
100%	90%	80%	70%	60%	50%	40%

Table 2 – Sliding Scale of Warranty Extension and Past Reimbursement Coverage Percentages for Replacement of a Settlement Class Vehicle’s 48-Volt Battery:

Up to 4 years from Vehicle’s In-Service Date	4-5 years	5-6 years	6-7 years	7-8 years	8-9 years	9-10 years
100%	95%	90%	85%	80%	75%	70%

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

Additionally, VWGoA may conduct, at some time in the future, a service action(s) to proactively replace the original BSGs in certain of the Settlement Class Vehicles. If VWGoA decides to conduct such a future service action(s), all replacement BSGs that are installed in Settlement Class Vehicles pursuant to any such future service action(s) shall be covered under this Warranty Extension.

The Warranty Extension shall not apply if the BSG failure resulted from abuse, modification or alteration of parts, a collision or crash, vandalism and/or other impact, and/or damage from an outside source. With respect to modification or alteration, such exclusion shall apply only if an authorized Audi dealership determines that the BSG failure was actually caused by modification or alteration.

II. Reimbursement of Certain Past Paid (Prior to the Notice Date and within 10 years from the Settlement Class Vehicle's In-Service Date) and Unreimbursed Out-of-Pocket Expenses

A. Past Paid Expense of Repair or Replacement of a Failed BSG

If, prior to July 11, 2024, a Settlement Class Member paid for repair or replacement of a Settlement Class Vehicle's BSG, then he/she/they/it may submit a Claim for Reimbursement of the paid invoice amount for said repair (parts, labor, and taxes), limited to two (2) repairs per Settlement Class Vehicle, in accordance with the proof requirements and limitations in Sections III and IV below. However, if said repair or replacement was performed by a service center or facility that is not an authorized Audi dealer, then the paid invoice amount of the repair (parts, labor, and taxes) for which the Settlement Class Member is entitled to reimbursement shall be limited to a maximum of \$3,900.

B. Past Paid Expense to Recharge or Replace 12-Volt or 48-Volt Battery

If, prior to July 11, 2024, and within ten (10) years from the vehicle's In-Service Date, a Settlement Class Member paid to have the 12-Volt and/or 48-Volt Battery of the Settlement Class Vehicle recharged at the time of a BSG replacement, and it was determined by the authorized Audi dealer or other repair facility performing the repair that the need for the battery recharge was directly caused by the BSG failure, then he/she/they/it may submit a Claim for Reimbursement of the paid invoice amount for said repair (parts, labor, and taxes), limited to two (2) recharges per Settlement Class Vehicle, in accordance with the proof requirements and limitations in Sections III and IV below.

If, prior to July 11, 2024, and within ten (10) years from the vehicle's In-Service Date, a Settlement Class Member paid to have the 12-Volt Battery and/or 48-Volt Battery of a Settlement Class Vehicle replaced at the time of a BSG replacement, and it was determined by the authorized Audi dealer or other repair facility performing the repair that the need for the battery replacement was directly caused by the BSG failure, then he/she/they/it may submit a Claim for Reimbursement of a percentage of the paid invoice amount for said repair (parts, labor, and taxes), limited to two (2) replacements per Settlement Class Vehicle, in accordance with the sliding scale percentage Tables for reimbursement for replacement of a 12-Volt Battery (Table 1 above) or a 48-Volt Battery (Table 2 above), and subject to the proof requirements and limitations in Sections III and IV below. However, if said battery replacement was performed by a service center or facility that is not an authorized Audi dealer, then the invoice amount of the repair (parts, labor, and taxes) to which the applicable sliding scale of reimbursement percentages will be applied shall be limited to a maximum of \$625 for a 12-Volt Battery replacement and \$3,100 for a 48-Volt Battery replacement.

C. Past Paid Alternative Transportation Expense

If, prior to July 11, 2024, and within ten (10) years of the vehicle's In-Service Date, a Settlement Class

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Member paid for a rental car or other alternative transportation (i.e., taxi, ride share, train, or other documented ground transportation) (hereinafter, collectively, “alternative transportation”) beginning four (4) days after the Settlement Class Vehicle entered the repair shop for a BSG repair (i.e., beginning on the fifth day), and for up to 140 days continuously thereafter while the vehicle remained in the repair shop for said repair, he/she/they/it may submit a Claim for Reimbursement of same, not exceeding \$110/day. Such alternative transportation costs are limited to either rental car costs or other alternative transportation (e.g., taxi, ride share, train, or other documented ground transportation) on any given date, such that if a Settlement Class Member seeks reimbursement for rental car expense incurred on a given covered date, he/she/they/it is not entitled to also seek reimbursement for other alternative forms of transportation costs incurred on the same date. In addition, if said BSG repair was performed by an authorized Audi dealer, the Settlement Class Member must provide proof (by sworn Declaration, a form of which is available at www.BSGSettlement.com) that he/she/they/it requested and was not provided a substitute vehicle such as a loaner or rental car from the dealer during the time in which the rental car or other alternative transportation was obtained because the Settlement Class Vehicle was at the dealer for a BSG repair.

D. Past Paid Towing Expense

If, prior to July 11, 2024, and within ten (10) years of the vehicle’s In-Service Date, a Settlement Class Member paid to have the vehicle towed to an Audi dealer or non-dealer repair facility for a BSG repair or replacement, after the vehicle had ceased to operate as the result of a BSG failure, then he/she/they/it may submit a Claim for Reimbursement for such towing, up to a maximum of \$995 per tow.

III. Required Proof for a Claim for Reimbursement:

To qualify for Reimbursement of past paid and unreimbursed out-of-pocket expenses under Section II above, you must mail to the Claim Administrator, by first-class mail post-marked no later than October 9, 2024, or submit online to the Claim Administrator through the Settlement Website no later than October 9, 2024, a fully completed, signed and dated Claim Form, a copy of which is available at www.BSGSettlement.com, together with the following required documentation¹:

- A. Documentation Required for Reimbursement of Past Paid Expense of Repair or Replacement of a Failed BSG** - A legible copy of a repair invoice or other documentation that may include work orders, invoices, or similar documents, for the past paid repair for which reimbursement is claimed, containing your name, the model, model year, and the VIN of the Settlement Class Vehicle, the name and address of the authorized Audi dealer or non-dealer service center that performed the repair, the date of repair, a description of the repair work performed including a breakdown of parts and labor costs, the amount paid (parts, labor, and tax) for the repair, and proof of your payment for the repair.
- B. Documentation Required for Reimbursement of Past Paid Expense to Recharge or Replace 12-Volt or 48-Volt Battery** – If your Claim for Reimbursement includes past paid and unreimbursed cost to recharge or replace a 12-volt or 48-volt battery, then the above documentation you submit must also indicate that the need for said recharge or replacement was directly caused by failure of the Settlement Class Vehicle’s BSG, and include the amount paid (parts, labor, and tax) for the battery recharge or replacement, and proof of said payment. If the invoice does not indicate that the need for recharge or replacement was directly caused by the BSG failure, then (i) the battery recharge or replacement must either be reflected on the invoice for the BSG repair or reflected on an invoice whose date is contemporaneous with the BSG repair, and (ii) you must submit a sworn Declaration, confirming that the dealer or other repair facility informed you that the need for battery recharge or replacement was caused by the BSG failure. A form Declaration is available at www.BSGSettlement.com. If the repair records indicate that the need for battery recharge or replacement was caused by something other than BSG failure, the battery recharge or replacement will not be covered.
- C. Documentation Required for Reimbursement of Past Paid Alternative Transportation Expense** – If your Claim for Reimbursement includes past paid and unreimbursed out-of-pocket expenses for alternative

¹ If you choose to submit your Claim Form online, you can sign the Claim Form and any required Declarations electronically, and that will be binding to the same extent as a written signature.

transportation, then in addition to the other required documentation, you must submit legible copy(ies) of all invoices and receipts showing the past paid expenses incurred for a rental car or alternative transportation (i.e., taxi, ride share, train, or other documented ground transportation) (hereinafter, collectively, “alternative transportation”) which show: your name, the date(s) the alternative transportation was used and paid for; that the Settlement Class Vehicle was at the Audi dealer or other repair facility for a BSG repair on the days for which the alternative transportation reimbursement is being claimed; the amount paid and proof of payment for said alternative transportation; and a sworn Declaration stating that the alternative transportation for which reimbursement is claimed was obtained as a replacement for the Settlement Class Vehicle during the time that it was in the repair shop for the BSG repair. A form Declaration is available at www.BSGSettlement.com. In addition, if the BSG repair was performed by an authorized Audi dealer, you must also provide a sworn Declaration that you requested and were not provided a substitute vehicle as a loaner or rental car from the dealer during the time in which the alternative transportation was obtained. A form Declaration is available at www.BSGSettlement.com.

- D. Documentation Required for Reimbursement of Past Paid Towing Expenses** – If your Claim for Reimbursement includes past paid and unreimbursed out-of-pocket expenses for towing expenses, then in addition to the other required documentation, you must submit legible copy(ies) of all invoices and receipts showing the make and model, or VIN, of the Settlement Class Vehicle that was towed, the places of the pick-up and drop off points for the towing of said Settlement Class Vehicle, the name, address, and telephone number of the towing company that towed the vehicle, the date of the towing, which demonstrates that the towing was contemporaneous with the Settlement Class Vehicle being brought to the Audi dealer or other repair facility for the BSG repair (e.g., by reference to the other repair documentation that shows it), that the vehicle was towed because it had ceased operating, the amount charged, and proof of payment. If the invoice(s) or receipt(s) do not indicate that the vehicle was towed because it had ceased operating, you may submit a Declaration so indicating. A form Declaration is available at www.BSGSettlement.com.
- E. Proof that You are a Settlement Class Member** – For all Claims for Reimbursement, if you are not the person or entity to whom/which a post-card Class Notice was sent, you must also submit proof of your ownership or lease of the Settlement Class Vehicle at the time of the repair covered under the Settlement.

IV. Limitations:

- A.** Any reimbursement under this Settlement shall be reduced by the amount of any monetary goodwill or other concession, payment, or reimbursement paid by an authorized Audi dealer, any other entity (including insurers and providers of extended warranties or service contracts), or from any other source, for the repair or replacement, towing, and/or alternative transportation for which reimbursement is claimed, and that there will be no reimbursement for any free or already fully reimbursed repair or replacement, towing, and/or alternative transportation covered under this settlement.
- B.** If, within the Settlement Class Vehicle’s original NVLW time and mileage period, the past paid repair for which reimbursement is sought was performed by a service entity or facility that is not an authorized Audi dealer, then you must also submit with your Claim, in addition to the proof required in Section III Above, documentation (such as a written estimate or invoice), or if documents are not available after a good-faith effort to obtain them, a sworn Declaration, confirming that you first attempted to have the said repair performed by an authorized Audi dealer, but the dealer declined or was unable to perform the repair free of charge pursuant to the NVLW.
- C.** Any repair that was due to abuse, modification or alteration of parts, collision or crash, vandalism and/or other impact, and/or damage from an external source, does not qualify for reimbursement.
- D.** VWGoA will not be responsible for, and shall not warrant, repair or replacement work performed at any repair or service facility that is not an authorized Audi dealer.

2. Why is this a class action settlement?

In a class action lawsuit, one or more persons, called Plaintiffs or class representatives, sue on behalf of other people who have similar claims. All these people are Settlement Class Members. The companies they sued are called the

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Defendants. One court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Class.

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

WHO IS PART OF THE SETTLEMENT?

3. Am I in this Settlement Class?

The Court has conditionally approved the following definition of a Settlement Class Member: All current and former owners and lessees of Settlement Class Vehicles purchased or leased in the United States of America or Puerto Rico. (The Settlement Class Vehicles are discussed in Section 1 above).

Excluded from the Settlement Class are (a) all Judges who have presided over the Action and their spouses; (b) all current officers and directors of VWGoA, and their immediate family members; (c) any affiliate, parent, or subsidiary of VWGoA and any entity in which VWGoA has a controlling interest; (d) anyone acting as a used car dealer; (e) anyone who purchased a Settlement Class Vehicle for the purpose of commercial resale; (f) anyone who purchased a Settlement Class Vehicle with salvaged title and/or any insurance company who acquired a Settlement Class Vehicle as a result of a total loss; (g) any insurer of a Settlement Class Vehicle; (h) issuers of extended vehicle warranties and service contracts; (i) any Settlement Class Member who, prior to the date of final approval of the Settlement, settled with and released VWGoA or any Released Parties from any Released Claims; and (j) any Settlement Class Member who files a timely and proper Request for Exclusion from the Settlement Class (see Section 10 below).

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

If you are still not sure whether you are included in this Settlement, you can enter your vehicle's VIN in the VIN look-up Portal at www.BSGSettlement.com to determine if it is a Settlement Class Vehicle. You can also call the Claim Administrator at 1-888-808-8904 or visit www.BSGSettlement.com for more information.

SETTLEMENT BENEFITS – WHAT YOU GET

5. What does the Settlement provide?

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

6. Who can send in a Claim for reimbursement?

Any United States or Puerto Rico resident who purchased or leased a Settlement Class Vehicle can send in a timely Claim for Reimbursement for money spent on a past paid (and unreimbursed) covered repair, alternative transportation, and/or towing expense prior to July 11, 2024 if the Claim satisfies the parameters and criteria required for reimbursement described in Section 1.

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

To submit a Claim for reimbursement, you must do the following no later than October 9, 2024:

- A. Complete, sign under penalty of perjury, and date a Claim Form. (you can download one at www.BSGSettlement.com). It is recommended that you keep a copy of the completed Claim Form; and
- B. Submit the completed, signed and dated Claim Form, along with all required supporting documentation, to the Claim Administrator either (i) online at www.BSGSettlement.com no later than October 9, 2024, or by First-Class mail, post-marked no later than October 9, 2024, to the Claim Administrator at the address

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provided on the Claim Form. The information that must be reflected in your records is described on the Claim Form. It is recommended that you keep a copy of your records and receipts.

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

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

If the Claim Administrator determines that your Claim is approved, your reimbursement will be mailed to you within one hundred (100) days of either (i) the date of receipt of the completed Claim Form (with all required proof), or (ii) the date that the Settlement becomes final (the “Effective Date”), whichever is later. The Court will hold a Final Fairness Hearing on October 7, 2024, to decide whether to approve the Settlement as fair, reasonable, and adequate. Information about the progress of the case will be available at www.BSGSettlement.com.

If the Claim Administrator determines your Claim should not be paid, you will be mailed a letter telling you this, and, if you file your claim online and provide an email address, the letter will also be emailed to you. If the reason for rejecting your Claim is due to a deficiency in your Claim Form and/or supporting proof, the letter will notify you of the deficiency in your Claim, and what needs to be submitted, and by when, to correct the deficiency. To check on the status of your Claim, you can call 1-888-808-8904.

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

Unless you exclude yourself from the Settlement by taking the steps described in Section 10 below, you will remain in the Class, and that means that you may receive any Settlement benefits to which you are eligible, and will be bound by the terms of the Settlement including the release of claims, and cannot sue, continue to sue, or be part of any other lawsuit about the same matters, claims, and legal issues that were or could have been asserted in this case, and the Released Claims set forth in the Settlement Agreement. It also means that all the Court’s orders and judgments will apply to you and legally bind you. The specific claims and parties you will be releasing are set forth in sections I.U and I.V of the Settlement Agreement which is available for review on www.BSGSettlement.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

10. How do I Exclude Myself from this Settlement?

You have a right, if you so desire, to exclude yourself from this Settlement. To exclude yourself from the Settlement, you must send a written Request for Exclusion by U.S. mail post-marked no later than August 26, 2024, stating clearly that you want to be excluded from the Settlement. You must include in the Request for Exclusion your full name, address, telephone number; the model, model year and VIN of the Settlement Class Vehicle; a statement that you are a present or former owner or lessee of a Settlement Class Vehicle; and specifically and unambiguously state your desire to be excluded from the Settlement Class. You must mail your completed Request for Exclusion, post-marked no later than August 26, 2024, to each of the following:

CLAIM ADMINISTRATOR	CLASS COUNSEL	DEFENSE COUNSEL
BSG Settlement c/o Settlement Administrator ATTN: Exclusion Request PO Box 58220 Philadelphia, PA 19102	TIMOTHY N. MATHEWS CHIMICLES SCHWARTZ KRINER & DONALDSON-SMITH LLP ONE HAVERFORD CENTRE 361 WEST LANCASTER AVENUE HAVERFORD, PA 19041	MICHAEL B. GALLUB, ESQ. SHOOK, HARDY & BACON LLP 1 ROCKEFELLER PLAZA, SUITE 2801 NEW YORK, NY 10020

You cannot exclude yourself on the phone or by email. If you timely submit your request to be excluded by U.S. mail, you will not receive any benefits of the Settlement and you cannot object to the Settlement. You will not be legally bound by anything that happens in this Action.

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

No, not for the same matters and legal claims that were or could have been asserted in the Action or any of the Released Claims in the Settlement Agreement, unless your claim is for personal injury or property damage (other than damage to the Settlement Class Vehicle itself).

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

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

13. Do I have a lawyer in this case?

Yes, the Court has appointed Timothy N. Mathews and Alex M. Kashurba of the law firm of Chimicles Schwartz Kriner & Donaldson-Smith LLP and Andrew W. Ferich and Robert Ahdoot of the law firm Ahdoot & Wolfson, PC as "Class Counsel" to represent Settlement Class Members.

14. Should I get my own lawyer?

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

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

Class Counsel have prosecuted this case on a contingency basis. They have not received any fees for their services or reimbursement for costs and expenses associated with this case. Class Counsel will file an application with the Court requesting an award of reasonable attorney fees, costs, and expenses in an amount not exceeding a collective combined total sum of \$3,999,000.00. VWGoA has agreed not to oppose Class Counsel's Fee and Expense Application to the extent not exceeding that combined total sum, and Class Counsel have agreed not to accept any fees and expenses in excess of that combined total sum.

Class Counsel will also apply to the Court for class representative service awards, in the amount of \$5,000 each, to the class representatives Jason Steinhardt, Robert Asuncion, James Quann, Maximilian Reis, Elpidio Sanchez, Concepcion Saenz Cambra and Rikard Bando (who will collectively receive a single \$5,000.00 service award), and Ji Wang, for their efforts in pursuing this litigation for the benefit of the Settlement Class.

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

Class Counsel's Fee and Expense Application and request for class representative service awards will be filed by August 4, 2024, and a copy will be made available for review at www.BSGSettlement.com.

SUPPORTING OR OBJECTING TO THE SETTLEMENT

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

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

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

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- i. File your written objection or comment, and any supporting papers or materials, on the Court’s docket for this case, *Steinhardt, et al. v. Volkswagen Group of America, Inc., et al.*, United States District Court for the District of New Jersey, Civil Action No. 3:23-cv-02291-RK-RLS, via its electronic filing system, no later than August 26, 2024, or
- ii. File your written objection or comment, and any supporting papers or materials, with the Court in person at the Clerk’s Office, United States District Court for the District of New Jersey, 402 E. State Street, Trenton, New Jersey 08608, no later than August 26, 2024, or
- iii. Mail your written objection or comment, and any supporting papers or materials, to each of the following, by U.S. first-class mail, post-marked no later than August 26, 2024:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
CLERK OF THE COURT UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY 402 E. STATE STREET TRENTON, NJ 08608	TIMOTHY N. MATHEWS CHIMICLES SCHWARTZ KRINER & DONALDSON-SMITH LLP ONE HAVERFORD CENTRE 361 WEST LANCASTER AVENUE HAVERFORD, PA 19041	MICHAEL B. GALLUB, ESQ. SHOOK, HARDY & BACON LLP 1 ROCKEFELLER PLAZA, SUITE 2801 NEW YORK, NY 10020

Regardless of the above method you choose, your written objection must state clearly that you are objecting to the Settlement or the request for Class Counsel Fees and Expenses and/or class representative service awards in *Steinhardt, et al. v. Volkswagen Group of America, Inc., et al.*, United States District Court for the District of New Jersey, Civil Action No. 3:23-cv-02291-RK-RLS, and must include your full name, current address and telephone number; the model, model year and VIN of your Settlement Class Vehicle, along with proof that you own(ed) or lease(d) the Settlement Class Vehicle (i.e., a true copy of a vehicle title, registration or license receipt); a written statement of all your factual and legal grounds for objecting; copies of any papers, briefs and/or other documents upon which the objection is based and which are pertinent to the objection; and the name, address, and telephone number of any counsel representing you. If you are objecting to the Settlement you must also provide a detailed list of any other objections submitted by you, or your counsel, to any class action settlements in any court in the United States in the previous five (5) years, including the full case name with jurisdiction in which it was filed and the docket number, or affirmatively state that you or your counsel has not objected to any other class action settlement in the United States in the previous five (5) years, in the written materials provided with the objection.

If you do not submit a written comment on, or objection to, the proposed Settlement or the Fee and Expense Application in accordance with the deadline and procedure set forth herein, you shall waive your right to do so, and to appeal from any order or judgment of the Court concerning this Action.

If you do not provide a Notice of Intention to Appear in accordance with the deadline and other requirements set forth in the Settlement Agreement and Class Notice, you shall be deemed to have waived any right to appear, in person or by counsel, at the Final Fairness Hearing.

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

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

FINAL FAIRNESS HEARING

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

The Court will hold a Final Fairness Hearing **on October 7, 2024**, before the Honorable Robert Kirsch, United States District Judge, United States District Court for the District of New Jersey, 402 E. State Street, Courtroom 4E, Trenton,

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New Jersey 08608, to determine whether the Settlement should be granted final approval. At this Final Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider Class Counsel's Fees and Expenses Application, including the request for class representative service awards. The date and/or time of the Final Fairness Hearing may change without further notice to the Settlement Class. You should check the Settlement Website or the Court's PACER site to confirm that the date and/or time has not changed.

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

No. Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. You may also pay your own lawyer to attend. Your objection will be considered by the Court whether you or your lawyer attend or not.

20. May I speak at the Fairness Hearing?

If you do not exclude yourself, you may ask the Court's permission to speak at the Final Fairness Hearing concerning the proposed Settlement or the Fee and Expense Application. To do so, you must file with the Clerk of the Court, and serve upon all counsel identified in Section 16 above, a Notice of Intention to Appear at the Fairness Hearing, saying that it is your intention to appear at the Fairness Hearing in *Steinhardt, et al. v. Volkswagen Group of America, Inc., et al.*, United States District Court for the District of New Jersey, Civil Action No. 3:23-cv-02291-RK-RLS. The Notice of Intention to Appear must include copies of any papers, exhibits or other evidence and the identity of witnesses that the Settlement Class Member (or the Settlement Class Member's counsel) intends to present to the Court in connection with the Fairness Hearing.

You must file your Notice of Intention to Appear with the Clerk of the Court and serve upon all counsel designated in the Class Notice, by the objection deadline of August 26, 2024. You cannot speak at the Final Fairness Hearing if you excluded yourself from the Settlement.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you do nothing, you will be bound by the Settlement if the Court approves it, including all orders, judgements and the release of claims set forth in the Settlement.

MORE INFORMATION

22. Where can I get more information?

Visit the Settlement Website at www.BSGSettlement.com where you can look up your vehicle's VIN to determine if it is a Settlement Class Vehicle, find extra Claim Forms, a copy of the Settlement Agreement and other pertinent documents, and more information on this Litigation and Settlement. Updates regarding the Action, including important dates and deadlines, will also be available on the website. You may also call the Claim Administrator at 1-888-808-8904 or email info@BSGSettlement.com.

Questions? Call 1-888-808-8904 or visit www.BSGSettlement.com