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10 **UNITED STATES DISTRICT COURT**

11 **NORTHERN DISTRICT OF CALIFORNIA**

12 IN RE: VOLKSWAGEN “CLEAN DIESEL”  
13 MARKETING, SALES PRACTICES AND  
14 PRODUCT LIABILITY LITIGATION

MDL DOCKET NO. 2672 CRB (JSC)

15 This Document Relates to:  
16 ALL CONSUMER ACTIONS  
17 ALL RESELLER DEALERSHIP ACTIONS

**CLASS ACTION SETTLEMENT  
AGREEMENT AND RELEASE  
(AMENDED)**

1 **1. THE PROPOSED SETTLEMENT**

2 In September 2015, the U.S. Environmental Protection Agency issued a Notice of Violation  
3 of the Clean Air Act to Volkswagen AG, Audi AG, and Volkswagen Group of America, Inc.,  
4 alleging that certain 2.0-liter Volkswagen and Audi branded turbocharged direct-injection (“TDI”)  
5 diesel vehicles in the United States were equipped with “defeat device” software designed to reduce  
6 the effectiveness of the vehicles’ emission control systems with respect to nitrogen oxides. A  
7 second Notice of Violation followed to those entities and to Dr. Ing. h.c. F. Porsche AG and Porsche  
8 Cars North America, Inc. in November 2015, alleging that certain 3.0-liter diesel vehicles were also  
9 equipped with illegal “defeat device” software.

10 Starting in September 2015, owners, lessees, and dealers filed hundreds of lawsuits against  
11 Volkswagen, Audi, and Porsche in federal and state courts across the United States, which were  
12 consolidated in the United States District Court for the Northern District of California before the  
13 Honorable Charles R. Breyer (the “Action”). Robert Bosch GmbH and Robert Bosch LLC  
14 (collectively, “Bosch”), suppliers to Volkswagen, were named as defendants in 30 of those lawsuits,  
15 as well as in the consolidated complaints filed in the Action by the Plaintiffs’ Steering Committee  
16 (“PSC”) appointed by Judge Breyer to oversee the litigation on behalf of affected owners, lessees,  
17 and dealers.

18 After months of negotiation and the production by Bosch and others of voluminous  
19 discovery materials, Bosch and the PSC have reached this Class Action Settlement Agreement (the  
20 “Agreement”) to settle the claims of owners, lessees, and reseller dealers who claim to have been  
21 affected by the alleged “defeat device” software. As discussed in greater detail below, under this  
22 Agreement, Bosch has agreed to create a \$327,500,000 non-reversionary settlement fund (the  
23 “Bosch Settlement Fund”), from which payments will be distributed to Class Members. This  
24 Agreement will become effective only if the Court approves it.

25 Class Members in this Settlement include all people and entities who are members of the  
26 classes in the 2.0-liter and 3.0-liter Class Action Settlements with Volkswagen/Audi/Porsche (the  
27 “Volkswagen Settlements”). This Settlement provides additional compensation to those persons, on  
28 top of any compensation received from the Volkswagen Settlements. Anyone who submitted an

1 approved claim in either or both of the Volkswagen Settlements *automatically* will receive their  
2 Bosch Settlement Fund payment check(s) in the mail. Those people—the vast majority of Class  
3 Members—will not need to file claims or do anything else to receive compensation from the Bosch  
4 Settlement Fund. Those who excluded themselves from (“opted out of”) either or both Volkswagen  
5 Settlements, or who otherwise did not file approved claims in those settlements, will have the  
6 opportunity to obtain compensation from the Bosch Settlement Fund through a claims process.

7 **2. DEFINITIONS**

8 As used in this Class Action Settlement Agreement, including the attached exhibits, the  
9 terms defined herein have the following meanings, unless this Class Action Settlement Agreement  
10 specifically provides otherwise.

11 2.1. “2.0-liter Class Action Settlement” means the settlement related to 2.0-liter Eligible  
12 Vehicles that was entered into between plaintiffs and Volkswagen in this Action. That settlement  
13 was filed with the Court on July 26, 2016 (ECF No. 1685), and was granted Final Approval by the  
14 Court on October 25, 2016 (ECF No. 2102).

15 2.2. “2.0-liter TDI Matter” means (1) the installation or presence of any Defeat Device or  
16 other auxiliary emission control device in any Eligible Vehicle; (2) the design, manufacture,  
17 assembly, testing, or development of any Defeat Device or other auxiliary emission control device  
18 used or for use in an Eligible Vehicle; (3) the marketing or advertisement of any Eligible Vehicle as  
19 green, environmentally friendly, and/or compliant with state or federal emissions standards; (4) the  
20 actual or alleged noncompliance of any Eligible Vehicle with state or federal emissions standards;  
21 and/or (5) the subject matter of the Action, as well as any related events or allegations, with respect  
22 to Eligible Vehicles. For the avoidance of doubt, the 2.0-liter TDI Matter does not encompass 3.0-  
23 liter TDI vehicles or claims relating to those vehicles.

24 2.3. “3.0-liter Class Action Settlement” means the settlement related to 3.0-liter Eligible  
25 Vehicles that was entered into between plaintiffs and Volkswagen in this Action. That settlement  
26 was filed with the Court on January 31, 2017 (ECF No. 2841), amended on February 10, 2017 (ECF  
27 2894), and was granted Preliminary Approval by the Court on February 14, 2017.

28

1           2.4. “3.0-liter TDI Matter” means (1) the installation or presence of any Defeat Device or  
2 other auxiliary emission control device in any Eligible Vehicle; (2) the design, manufacture,  
3 assembly, testing, or development of any Defeat Device or other auxiliary emission control device  
4 used or for use in an Eligible Vehicle; (3) the marketing or advertisement of any Eligible Vehicle as  
5 green, environmentally friendly, and/or compliant with state or federal emissions standards; (4) the  
6 actual or alleged noncompliance of any Eligible Vehicle with state or federal emissions standards;  
7 and/or (5) the subject matter of the Action, as well as any related events or allegations, with respect  
8 to Eligible Vehicles.

9           2.5. “Action” means the coordinated class, mass, and individual actions, however named,  
10 that are coordinated pursuant to 28 U.S.C. § 1407 in the United States District Court for the Northern  
11 District of California in *In re: Volkswagen “Clean Diesel” Marketing, Sales Practices and Products*  
12 *Liability Litigation*, No. 3:15-md-02672-CRB (N.D. Cal.) (MDL 2672) (the “MDL”) in which the  
13 Bosch Entities have been named as defendants, except that the Action does not include actions in the  
14 MDL brought on behalf of Volkswagen Franchise Dealers.

15           2.6. “Automatic Payments” means the payment checks that, pursuant to this Agreement,  
16 automatically will be mailed to all Class Members who have participated in and had their claims  
17 approved or will have their claims approved in the future in either or both of the Volkswagen  
18 Settlements.

19           2.7. “Bosch” or “Bosch Entities” means Robert Bosch GmbH and Robert Bosch LLC.

20           2.8. “Bosch Settlement Fund” means the fund from which payments will be distributed to  
21 Class Members under this Agreement.

22           2.9. “Claim” means the claim of any Class Member or his, her, or its representative  
23 submitted on a Claim Form as provided in this Agreement.

24           2.10. “Claim Form” means the document or online form used to submit a Claim under this  
25 Agreement.

26           2.11. “Claim Submission Deadline for Volkswagen Settlement Opt-Outs” means the latest  
27 date by which a Class Member who excluded himself from (“opted out of”) either or both of the  
28

1 Volkswagen Settlements must submit a Claim to participate in the Claims Program. The Claim  
2 Submission Deadline for Volkswagen Settlement Opt-Outs is August 15, 2017.

3 2.12. “Claim Submission Deadline for Eligible Sellers Who Missed the Eligible Seller  
4 Identification Deadline in the 2.0-liter Class Action Settlement” means the latest date by which an  
5 Eligible Seller who missed the Eligible Seller Identification Deadline in the 2.0-liter Class Action  
6 Settlement must submit a Claim to participate in the Claims Program. The Claim Submission  
7 Deadline for Eligible Sellers Who Missed the Eligible Seller Identification Deadline in the 2.0-liter  
8 Class Action Settlement is May 1, 2017.

9 2.13. “Claim Submission Deadline for Eligible Former Owners Who Do Not Identify  
10 Themselves” means the latest date by which an Eligible Former Owner who does not timely identify  
11 themselves in the 3.0-liter Class Action Settlement must submit a Claim to participate in the Claims  
12 Program. The Claim Submission Deadline for Eligible Former Owners Who Do Not Identify  
13 Themselves is May 1, 2017.

14 2.14. “Claimant” means a Class Member who has completed and submitted a Claim Form  
15 and all required documentation, and has been deemed eligible by the Claims Administrator.

16 2.15. “Claims Administrator” means Epiq Systems, Inc., the administrator engaged by the  
17 PSC and Bosch to implement this Agreement.

18 2.16. “Claims Program” means the program through which Class Members may file Claims  
19 and, if eligible, obtain benefits under this Agreement.

20 2.17. “Class” or “Settlement Class” means, for purposes of this Agreement only, all  
21 persons and entities who were eligible for membership in the combination of the classes as defined  
22 in the 2.0-liter Class Action Settlement Agreement and the 3.0-liter Class Action Settlement  
23 Agreement, including Volkswagen Settlement Opt Outs. The Class thus consists of:

24 2.17.1. Eligible Owners, Eligible Sellers, and Eligible Lessees in the 2.0-liter Class  
25 Action Settlement Agreement, and

26 2.17.2. Eligible Owners, Eligible Former Owners, Eligible Lessees and Eligible  
27 Former Lessees in the 3.0-liter Class Action Settlement Agreement.

28 2.17.3. The following entities and individuals are excluded from the Class:

- 1 (a) Bosch’s officers, directors, and employees; and Bosch’s affiliates and affiliates’
- 2 officers, directors, and employees;
- 3 (b) Volkswagen; Volkswagen’s officers, directors, and employees; and Volkswagen’s
- 4 affiliates and affiliates’ officers, directors, and employees;
- 5 (c) any Volkswagen Franchise Dealer;
- 6 (d) Judicial officers and their immediate family members and associated court staff
- 7 assigned to this case; and
- 8 (e) All those otherwise in the Class who or which timely and properly exclude
- 9 themselves from the Class as provided in this Class Action Settlement Agreement.

10 2.18. “Class Action Settlement Agreement” or “Agreement” means this settlement  
11 agreement and the exhibits attached hereto, including any subsequent amendments or any exhibits to  
12 such amendments.

13 2.19. “Class Counsel” means Lead Counsel and the PSC.

14 2.20. “Class Member” or “Settlement Class Member” means a member of the Class.

15 2.21. “Class Notice” means the program for distributing information about the Class Action  
16 Settlement Agreement to Class Members.

17 2.22. “Class Representative” means a Plaintiff named in any one of the Complaints, who  
18 meets the Class definition set forth in Section 2.17 of this Class Action Settlement Agreement, and  
19 who has agreed to represent the Class for purposes of obtaining approval of, and effectuating, this  
20 Class Action Settlement Agreement, as listed in the moving papers submitted for preliminary  
21 approval of this Class Action Settlement Agreement.

22 2.23. “Complaints” means the Amended Consolidated Consumer Class Action Complaint  
23 filed in the Action on September 2, 2016, ECF No. 1804; and the Second Amended Consolidated  
24 Reseller Dealership Class Action Complaint filed in the Action on September 2, 2016, ECF No.  
25 1805.

26 2.24. “Court” means the United States District Court for the Northern District of  
27 California, San Francisco Division.

28 2.25. “Defendants” means Robert Bosch GmbH and Robert Bosch LLC

1           2.26. “Effective Date” means the date the Court enters the Final Approval Order.

2           2.27. “Eligible Former Lessee” in the 3.0-liter Class Action Settlement means a lessee who  
3 leased an Eligible Vehicle from VW Credit, Inc. (Generation One vehicles) or VW Credit, Inc. or  
4 Porsche Financial Services, Inc. (Generation Two vehicles) as of September 18, 2015 and/or  
5 November 2, 2015, and who surrendered the Leased Eligible Vehicle on or before January 31, 2017.

6           2.28. “Eligible Former Owner” in the 3.0-liter Class Action Settlement means a person who  
7 purchased or otherwise acquired an Eligible Vehicle on or before September 18, 2015, and sold or  
8 otherwise transferred ownership of such vehicle after September 18, 2015 but on or before January  
9 31, 2017, or who acquired an Eligible Vehicle on or before November 2, 2015, and sold or otherwise  
10 transferred ownership of such vehicle after November 2, 2015 but on or before January 31, 2017.  
11 For avoidance of doubt, a sale or transfer of ownership under this definition includes the transfer of  
12 ownership of an Eligible Vehicle to an insurance company.

13           2.29. “Eligible Lessee” in the 2.0-liter Class Action Settlement means (1) the current lessee  
14 or lessees of an Eligible Vehicle with a lease issued by VW Credit, Inc.; (2) the former lessee or  
15 lessees of an Eligible Vehicle who had an active lease issued by VW Credit, Inc. as of September 18,  
16 2015 and who surrendered or surrenders the leased Eligible Vehicle to Volkswagen; or (3) the owner  
17 of an Eligible Vehicle who had an active lease issued by VW Credit, Inc. as of September 18, 2015,  
18 and who acquired ownership of the previously leased Eligible Vehicle at the conclusion of the lease  
19 after June 28, 2016. For avoidance of doubt, no person shall be considered an Eligible Lessee by  
20 virtue of holding a lease issued by a lessor other than VW Credit, Inc.

21           2.30. “Eligible Lessee” in the 3.0-liter Class Action Settlement means (1) the current lessee  
22 or lessees of an Eligible Vehicle with a lease issued by VW Credit, Inc. (Generation One vehicles) or  
23 VW Credit, Inc. or Porsche Financial Services, Inc. (Generation Two vehicles); (2) a former lessee  
24 or lessees of an Eligible Vehicle who had an active lease issued by VW Credit, Inc. (Generation One  
25 vehicles) or VW Credit, Inc. or Porsche Financial Services, Inc. (Generation Two vehicles) as of  
26 September 18, 2015 and/or November 2, 2015 and who surrendered or surrenders the leased Eligible  
27 Vehicle under the terms of the terms of the lease after January 31, 2017, but before the Claim  
28 Submission Deadline; or (3) the owner of an Eligible Vehicle who had an active lease issued by VW



1 Credit, Inc. (Generation One vehicles) or VW Credit, Inc. or Porsche Financial Services, Inc.  
2 (Generation Two vehicles) as of September 18, 2015 and/or November 2, 2015, and acquired  
3 ownership of the previously leased Eligible Vehicle at the conclusion of the lease after January 31,  
4 2017. For avoidance of doubt, no person shall be considered an Eligible Lessee by virtue of holding  
5 a lease issued by a lessor other than VW Credit, Inc. or Porsche Financial Services, Inc.

6 2.31. "Eligible Owner" in the 2.0-liter Class Action Settlement means the registered owner  
7 or owners of an Eligible Vehicle on June 28, 2016, or the registered owner or owners who acquire an  
8 Eligible Vehicle after June 28, 2016, but before the end of the Claim Period, except that the owner of  
9 an Eligible Vehicle who had an active lease issued by VW Credit, Inc. as of September 18, 2015,  
10 and purchased an Eligible Vehicle previously leased by that owner after June 28, 2016, shall be an  
11 Eligible Lessee. A Non-Volkswagen Dealer who, on or after June 28, 2016, holds title to or holds  
12 by bill of sale an Eligible Vehicle in the United States or its territories shall qualify as an Eligible  
13 Owner regardless of whether that Non-Volkswagen Dealer is registered as the owner of the Eligible  
14 Vehicle, provided that the Non-Volkswagen Dealer otherwise meets the definition of Eligible  
15 Owner. For avoidance of doubt, an Eligible Owner ceases to be an Eligible Owner if he transfers  
16 ownership of the Eligible Vehicle to a third party on or after June 28, 2016; and a third party who  
17 acquires ownership of an Eligible Vehicle on or after June 28, 2016, thereby becomes an Eligible  
18 Owner if that third party otherwise meets the definition of an Eligible Owner. An owner of an  
19 Eligible Vehicle will not qualify as an Eligible Owner while the Eligible Vehicle is under lease to  
20 any third party, although any such owner, including any leasing company other than VW Credit,  
21 Inc., who otherwise meets the definition of an Eligible Owner would become an Eligible Owner if  
22 such lease has been canceled or terminated and the owner has taken possession of the vehicle. In  
23 exceptional cases, specific arrangements may be made with the leasing company, in consultation  
24 with the Claims Supervisor, such that, (1) without canceling or terminating the lease, the leasing  
25 company may be treated as an Eligible Owner and obtain an Approved Emissions Modification and  
26 Owner Restitution and (2) a lessor that takes possession of a leased Eligible Vehicle after the  
27 September 1, 2018, Claim submission deadline (or the December 30, 2018, end date of the Claim  
28 Program) may nonetheless be entitled to submit a Claim.



1           2.32. “Eligible Owner” in the 3.0-liter Class Action Settlement means the owner or owners  
2 of an Eligible Vehicle on September 18, 2015, or the owner or owners who acquire an Eligible  
3 Vehicle after September 18, 2015, but before the end of the Settlement Benefit Period, except that  
4 the owner of an Eligible Vehicle who had an active lease issued by VW Credit, Inc. (Generation One  
5 vehicles) or VW Credit, Inc. or Porsche Financial Services, Inc. (Generation Two vehicles) as of  
6 September 18, 2015 and/or November 2, 2015, and purchased that previously leased Eligible  
7 Vehicle off lease after January 31, 2017, shall be an Eligible Lessee. For avoidance of doubt, an  
8 Eligible Owner ceases to be an Eligible Owner if he transfers ownership of the Eligible Vehicle to a  
9 third party. A third party who acquires ownership of an Eligible Vehicle thereby becomes an  
10 Eligible Owner if that third party otherwise meets the definition of an Eligible Owner, unless the  
11 third party acquired the Eligible Vehicle from an Eligible Lessee, in which case that third party will  
12 be an Eligible Lessee. An owner of an Eligible Vehicle will not qualify as an Eligible Owner while  
13 the Eligible Vehicle is under lease to any third party, although any such owner, including any leasing  
14 company other than VW Credit, Inc. or Porsche Financial Services, Inc. who otherwise meets the  
15 definition of an Eligible Owner would become an Eligible Owner if such lease has been canceled or  
16 terminated and the owner has taken possession of the vehicle. In exceptional cases, specific  
17 arrangements may be made with the leasing company, in consultation with the Claims Supervisor,  
18 such that, (1) without canceling or terminating the lease, the leasing company may be treated as an  
19 Eligible Owner and obtain (a) an Emissions Compliant Repair plus Lessee Repair Payment or (b) a  
20 Reduced Emissions Modification plus Owner Restitution, as appropriate, and (2) a lessor that takes  
21 possession of a leased Eligible Vehicle after the Claim Submission Deadline (or the end date of the  
22 Claim Program) may nonetheless be entitled to submit a Claim..

23           2.33. “Eligible Seller” in the 2.0-liter Class Action Settlement means a person who  
24 purchased or otherwise acquired an Eligible Vehicle on or before September 18, 2015, and sold or  
25 otherwise transferred ownership of such vehicle after September 18, 2015, but before June 28, 2016.  
26 For avoidance of doubt, Eligible Seller includes any owner (1) who acquired his, her, or its Eligible  
27 Vehicle on or before September 18, 2015, (2) whose Eligible Vehicle was totaled, and (3) who  
28

1 consequently transferred title of his, her, or its vehicle to an insurance company after September 18,  
2 2015, but before June 28, 2016.

3 2.34. "Eligible Vehicle" means an eligible vehicle as defined by either the 2.0-liter Class  
4 Action Settlement or the 3.0-liter Class Action Settlement.

5 2.34.1. An "Eligible Vehicle" as defined by the 2.0-liter Class Action Settlement  
6 means Model Year 2009 through 2015 Volkswagen and Audi light-duty  
7 vehicles equipped with 2.0-liter TDI engines that (1) are covered, or purported  
8 to be covered, by the EPA Test Groups in the table immediately below this  
9 paragraph; and (2) are, at any point during the period September 18, 2015 to  
10 June 28, 2016, registered with a state Department of Motor Vehicles or  
11 equivalent agency or owned by a Non-Volkswagen Dealer in the United  
12 States or its territories that (a) holds title to the vehicle or (b) holds the vehicle  
13 by bill of sale. Eligible Vehicle also excludes any Volkswagen or Audi  
14 vehicle that was never sold in the United States or its territories. 2.0-liter  
15 Eligible Vehicles are listed in the table below.

<b>Model Year</b>	<b>EPA Test Group</b>	<b>Make and Model(s)</b>
2009	9VWXV02.035N	VW Jetta, VW Jetta SportWagen
2009	9VWXV02.0U5N	VW Jetta, VW Jetta SportWagen
2010	AVWXV02.0U5N	VW Golf, VW Jetta, VW Jetta SportWagen, Audi A3
2011	BVWXV02.0U5N	VW Golf, VW Jetta, VW Jetta SportWagen, Audi A3
2012	CVWXV02.0U5N	VW Golf, VW Jetta, VW Jetta SportWagen, Audi A3
2012	CVWXV02.0U4S	VW Passat
2013	DVWXV02.0U5N	VW Beetle, VW Beetle Convertible, VW Golf, VW Jetta, VW Jetta SportWagen, Audi A3
2013	DVWXV02.0U4S	VW Passat
2014	EVWXV02.0U5N	VW Beetle, VW Beetle Convertible, VW Golf, VW Jetta, VW Jetta SportWagen
2014	EVWXV02.0U4S	VW Passat
2015	FVGAV02.0VAL	VW Beetle, VW Beetle Convertible, VW Golf, VW Golf SportWagen, VW Jetta, VW Passat, Audi A3

2.34.2. An “Eligible Vehicle” as defined by the 3.0-liter Class Action Settlement means the Model Year 2009 through 2016 Volkswagen and Audi and Model Year 2013 through 2016 Porsche light-duty vehicles equipped with 3.0-liter TDI engines that (1) are covered, or purported to be covered, by the EPA Test Groups in the table immediately below this paragraph; (2) are, at any point during the period September 18, 2015 to the Filing Date, registered with a state Department of Motor Vehicles or equivalent agency or owned by a Non-Authorized Dealer in the United States or its territories that (a) holds title to the vehicle or (b) holds the vehicle by bill of sale; and (3) have not been modified pursuant to an Approved Emissions Modification. Eligible Vehicle also excludes any Volkswagen, Audi, or Porsche vehicle that was never sold or registered in the United States or its territories. A vehicle must be Operable to be considered an Eligible Vehicle for the purpose of the Buyback, Trade-In, Reduced Emissions Modification, or Emissions Compliant Repair. 3.0-liter Eligible Vehicles are listed in the table below:

Model Year	EPA Test Group(s)	Vehicle Make and Model(s)	Sub-Generation
2009	9ADXT03.03LD	VW Touareg, Audi Q7	1.1
2010	AADXT03.03LD	VW Touareg, Audi Q7	1.1
2011	BADXT03.02UG BADXT03.03UG	VW Touareg Audi Q7	1.2
2012	CADXT03.02UG CADXT03.03UG	VW Touareg Audi Q7	1.2
2013	DADXT03.02UG DADXT03.03UG DPRXT03.0CDD	VW Touareg Audi Q7 Porsche Cayenne Diesel	2.1 SUV
2014	EADXT03.02UG EADXT03.03UG EPRXT03.0CDD	VW Touareg Audi Q7 Porsche Cayenne Diesel	2.1 SUV
2014	EADXJ03.04UG	Audi: A6 quattro, A7 quattro, A8, A8L, Q5	2 PC
2015	FVGAT03.0NU3	Audi: Q7, A6 quattro, A7 quattro, A8, A8L, Q5	2.1 SUV
2015	FVGAT03.0NU2 FPRXT03.0CDD	VW Touareg Porsche Cayenne Diesel	2.2 SUV
2015	FVGAJ03.0NU4	Audi: A6 quattro, A7 quattro, A8, A8L, Q5	2 PC
2016	GVGAT03.0NU2 GPRXT03.0CDD	VW Touareg Porsche Cayenne Diesel	2.2 SUV
2016	GVGAJ03.0NU4	Audi: A6 quattro, A7 quattro, A8, A8L, Q5	2 PC

2.35. “Eligible Sellers Who Missed the Eligible Seller Identification Deadline in the 2.0-liter Class Action Settlement” means Eligible Sellers in the Volkswagen 2.0-liter Class Action Settlement who did not identify themselves during the Eligible Seller Identification Period in the Volkswagen 2.0-liter Class Action Settlement and who did not opt out of the 2.0-liter Class Action Settlement.

1           2.36. “Escrow Account” means the escrow account managed by the Escrow Agent, which  
2 shall be the sole escrow account for compensation of Class Members under the Class Action  
3 Settlement Agreement.

4           2.37. “Escrow Agent” means the agreed-upon entity to address and hold for distribution the  
5 funds identified in this Class Action Settlement Agreement. The Parties agree that Citi Private Bank  
6 shall serve as Escrow Agent, subject to approval by the Court.

7           2.38. “Fairness Hearing” means the hearing held by the Court for the purpose of  
8 determining whether to approve this Class Action Settlement Agreement as fair, reasonable, and  
9 adequate.

10           2.39. “Final Approval Order” means the Court’s order granting final approval to the Class  
11 Action Settlement Agreement.

12           2.40. “Lead Plaintiffs’ Counsel” means Elizabeth Cabraser of Lieff, Cabraser, Heimann &  
13 Bernstein, LLP, who was appointed by the Court on January 21, 2016.

14           2.41. “Long Form Notice” means the Long Form Notice substantially in the form attached  
15 hereto as Exhibit 1.

16           2.42. “Notice Administrator” means the third-party agent or administrator agreed to by the  
17 Parties and appointed by the Court to implement and consult on Class Notice. The Parties agree that  
18 Epiq shall serve as Notice Administrator, subject to approval by the Court.

19           2.43. “Objection Deadline” means the last day a Class Member may object to the  
20 Settlement, which is April 14, 2017 for all Class Members who are Class Members as of that date.

21           2.44. “Opt-Out Deadline” means the last day a Class Member may opt out of the Class,  
22 which is April 14, 2017, for all Class Members who are Class Members as of that date.

23           2.45. “Parties” means the Class Representatives and Bosch, collectively, as each of those  
24 terms is defined in this Class Action Settlement Agreement.

25           2.46. “Plaintiffs’ Steering Committee” or “PSC” means those counsel appointed to the  
26 Plaintiffs’ Steering Committee by the Court in this Action on January 21, 2016. Lead Counsel is  
27 Chair of the PSC.  
28

1           2.47. “Preliminary Approval Order” means the order that may, at the discretion of the  
2 Court, be entered by the Court preliminarily approving the Class Action Settlement Agreement.

3           2.48. “Release” means the release and waiver described in Section 9 of this Class Action  
4 Settlement Agreement and in the Final Approval Order. In addition, Class Members who receive  
5 payment from the Bosch Settlement Fund pursuant to this Class Action Settlement Agreement will  
6 individually release their claims against Bosch by endorsing and depositing the Bosch Settlement  
7 Fund compensation checks they receive, as described in Section 9.6 of the Class Action Settlement  
8 Agreement, and that release will remain valid even if the Final Approval Order is later reversed  
9 and/or vacated on appeal.

10           2.49. “Released Party” or “Released Parties” has the definition set forth in Section 9.2 of  
11 this Class Action Settlement Agreement.

12           2.50. “Settlement Benefit Period” means the time period during which Class Members may  
13 obtain benefits under the Class Action Settlement Agreement. The Settlement Benefit Period shall  
14 run from entry of the Effective Date until April 30, 2020.

15           2.51. “Settlement Website” means the public website that provides information and key  
16 filings regarding the Class Action Settlement Agreement, including FAQs. Class Members who are  
17 not entitled to Automatic Payments will be permitted to file Claim Forms on the Settlement Website  
18 (as well as by mail).

19           2.52. “Short Form Notice” means the Short Form Notice substantially in the form attached  
20 hereto as Exhibit 2.

21           2.53. “Volkswagen” means Volkswagen AG, Volkswagen Group of America, Inc.,  
22 Volkswagen Group of America Chattanooga Operations, LLC, VW Credit, Inc., Audi AG, Audi of  
23 America LLC, Dr. Ing. h.c. F. Porsche AG, and Porsche Cars North America, Inc.

24           2.54. “Volkswagen Franchise Dealer” means any Volkswagen-branded franchise  
25 automobile dealer that operated in the United States or its territories as of or at any time since  
26 September 18, 2015.

27           2.55. “Volkswagen Settlement Opt Outs” means Eligible Owners, Eligible Sellers, and  
28 Eligible Lessees in the 2.0-liter Class Action Settlement and Eligible Owners, Eligible Former

1 Owners, Eligible Lessees, and Eligible Former Lessees in the 3.0-liter Class Action Settlement who  
2 excluded themselves from (“opted out of”) either or both of those settlements.

3 2.56. “Volkswagen Settlements” means the combination of the 2.0-liter Class Action  
4 Settlement and the 3.0-liter Class Action Settlement.

5 2.57. Other capitalized terms used in this Class Action Settlement Agreement but not  
6 defined in this Section shall have the meanings ascribed to them elsewhere in this Class Action  
7 Settlement Agreement and/or in the Volkswagen Settlements. In the event that a term is defined  
8 differently in the Volkswagen Settlements and this Agreement, the definition provided in this  
9 Agreement will control.

10 2.58. The term “he or she” and “his or her” include “it” or “its” where applicable.

11 **3. PRELIMINARY APPROVAL BY THE COURT AND CLASS CERTIFICATION**

12 3.1. Promptly after this Class Action Settlement Agreement is signed, but by no later than  
13 January 31, 2017, the Parties shall file the Class Action Settlement Agreement with the Court,  
14 together with a Motion for Preliminary Approval of the Class Action Settlement Agreement and  
15 Approval of Class Notice. Simultaneously, the Class Representatives shall move for certification of  
16 the Class for settlement purposes only, pursuant to Federal Rule of Civil Procedure (“Fed. R. Civ.  
17 P.”) 23(a), 23(b)(3), and 23(e). It is expressly agreed that any certification of the Class shall be for  
18 settlement purposes only, and Bosch does not waive any arguments that it may have that class  
19 certification for any other purpose would be improper.

20 3.2. The Parties agree to take all actions and steps reasonably necessary to obtain a  
21 Preliminary Approval Order from the Court.

22 **4. BOSCH SETTLEMENT FUND**

23 4.1. In consideration for the full and complete Release and the Final Approval Order, as  
24 contemplated in this Class Action Settlement Agreement, Bosch agrees to pay \$327,500,000 to  
25 create a non-reversionary settlement fund called the Bosch Settlement Fund. Bosch will make the  
26 \$327,500,000 payment to the Escrow Account by wire transfer no later than ten business days after  
27 the Court enters the Preliminary Approval Order.  
28



1           4.2. After payment of the Bosch Settlement Fund, under no circumstances shall Bosch  
2 have any obligation to make any additional payments except as provided in Sections 5.3 and 8.2.

3           4.3. The Bosch Settlement Fund, plus any interest earned thereon, will be distributed over  
4 the course of the Settlement Benefit Period through a combination of payments to Class Members,  
5 payment of Court-approved attorneys' fees and expenses, and if funds remain in the Escrow Account  
6 at the end of the Settlement Benefit Period and it is not feasible and/or economically reasonable to  
7 distribute the remaining funds to Class Members, through Court-approved *cy pres* payments.

8           4.4. The Federal Trade Commission ("FTC") is an independent government agency whose  
9 mission is to prevent business practices that are anticompetitive, or deceptive or unfair to consumers.  
10 Acting as an independent third party to the litigation between the PSC and Bosch, the Commission's  
11 counsel met with Bosch and directed an allocation of the Bosch Settlement Fund among members of  
12 the Bosch Settlement Class that Commission counsel would recommend that the Commission  
13 accept. The FTC required that the parties accept its allocation, so the Settlement depended upon the  
14 parties accepting the FTC's determination. Bosch tendered a final offer consistent with this  
15 allocation and Class Counsel accepted that allocation. The FTC's allocation has been set forth in the  
16 Long Form Notice.

17           4.5. Payments to Class Members from the Bosch Settlement Fund shall begin no later than  
18 30 days after the entry of the Final Approval Order by the Court.

19           4.6. The Bosch Entities' obligations to comply with the requirements of this Agreement  
20 are joint and several. In the event of the insolvency of either Bosch Entity or the failure by either  
21 Bosch Entity to implement any requirement of the Class Action Settlement Agreement, the  
22 remaining Bosch Entity shall complete all such requirements. Any legal successor or assign of any  
23 Bosch Entity shall remain jointly and severally liable for the payment and other performance  
24 obligations hereunder. The Bosch Entities shall include an agreement to so remain liable in the  
25 terms of any sale, acquisition, merger or other transaction changing the ownership or control of  
26 either Bosch Entity, and no change in the ownership or control of either Bosch Entity shall affect the  
27 obligations hereunder of either Bosch Entity or any legal successor(s).

28

1           4.7. Nothing in this Class Action Settlement Agreement shall prevent the Claims  
2 Administrator from providing Class benefits, upon appropriate proof, to, or for the benefit of, an  
3 otherwise eligible Class Member, or that Class Member's estate or legal representative,  
4 notwithstanding that Class Member's death, dissolution, or bankruptcy (whether discharged or  
5 ongoing), in accordance with applicable law.

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

7           5.1. The Claims Administrator shall be responsible for overseeing the implementation and  
8 administration of the claims process, including validation of eligibility and approval of payments to  
9 Class Members.

10           5.2. The Parties have agreed that the Claims Administrator shall utilize Class Member  
11 information gathered and/or used during the administration of the Volkswagen Settlements in  
12 carrying out its duties under this Section to the fullest extent possible.

13           5.3. Bosch shall pay reasonable and necessary fees and costs incurred by the Claims  
14 Administrator for administration of this Class Action Settlement Agreement. Those fees and costs  
15 will be paid by Bosch in addition to the required payment to the Bosch Settlement Fund.

16           5.4. Any Class Member whose filed claim has been approved or is approved in the future  
17 in either or both of the Volkswagen Settlements will receive an Automatic Payment via check by  
18 mail. Throughout the Settlement Benefit Period, the Claims Administrator will coordinate with the  
19 Claims Supervisor in the Volkswagen Settlements to identify—on at least a bi-weekly basis—which  
20 Class Members' Claims have been approved in the Volkswagen Settlements. The Claims  
21 Administrator shall mail Automatic Payments to those Class Members no later than 10 business days  
22 after it has identified them. The first Automatic Payments will be mailed by the Claims  
23 Administrator no later than 10 business days after entry of the Final Approval Order.

24           5.5. Two categories of Class Members are entitled to compensation from the Bosch  
25 Settlement Fund but will not receive Automatic Payments:

26                   5.5.1. Eligible Owners, Eligible Sellers, and Eligible Lessees in the 2.0-liter Class  
27                   Action Settlement and Eligible Owners, Eligible Former Owners, Eligible  
28                   Lessees, and Eligible Former Lessees in the 3.0-liter Class Action Settlement

1 who excluded themselves from (“opted out” of) either or both of those  
2 settlements (“Volkswagen Settlement Opt Outs”).

3 5.5.2. Eligible Sellers in the 2.0-liter Class Action Settlement who did not identify  
4 themselves during the Eligible Seller Identification Period in the Volkswagen  
5 2.0-liter Class Action Settlement (“Eligible Sellers Who Missed the Eligible  
6 Seller Identification Deadline in the 2.0-liter Class Action Settlement”).

7 5.6. To be considered for compensation from the Bosch Settlement Fund, Volkswagen  
8 Settlement Opt Outs must file a Claim no later than August 15, 2017. Claims eligibility will be  
9 determined by the Claims Administrator. Claims can be filed on the Settlement Website or by mail.  
10 Details regarding the Claims Process will be available on both the Settlement Website and (upon  
11 request) by mail.

12 5.7. To be considered for compensation from the Bosch Settlement Fund, Eligible Sellers  
13 Who Missed the Eligible Seller Identification Deadline in the 2.0-liter Class Action Settlement and  
14 Eligible Former Owners who do not identify themselves by the Eligible Former Owner Identification  
15 Deadline in the 3.0-liter Class Action Settlement and file a Claim by the Claim Submission Deadline  
16 in the 3.0-liter Class Action Settlement must file a Claim no later than May 1, 2017.

17 5.8. Class Members whose Claims are approved or rejected by the Claims Administrator  
18 will be notified by email or letter that the Claims Administrator will send within 5 business days of  
19 the eligibility determination. The email/letter will explain why the Claim has been approved or  
20 rejected.

21 5.9. Class Members whose Claims are approved by the Claims Administrator will receive  
22 a compensation check by mail from the Bosch Settlement Fund, which check will be mailed by the  
23 Claims Administrator no later than 10 business days after the eligibility determination has been  
24 made.

25 5.10. The Court retains ongoing and exclusive jurisdiction and independent case  
26 management authority, as MDL Transferee Judge and under Fed. R. Civ. P. 23, regarding the general  
27 operation of the Claims Program and those appointed to implement and oversee it.  
28

1     **6.     REQUESTS FOR EXCLUSION**

2             **6.1.     Manner of Opting Out.** The Parties agree that, to opt out validly from the Class, a  
3     Class Member must personally sign and submit a written request to opt out stating “I wish to exclude  
4     myself from the Bosch Settlement Class in *In re Volkswagen “Clean Diesel” Marketing, Sales*  
5     *Practices and Products Liability Litigation*, No. 15-md-2672,” (or substantially similar clear and  
6     unambiguous language) to the Claims Administrator on or before the Opt-Out Deadline. That  
7     written request also will contain the Class Member’s printed name, address, and telephone number; a  
8     statement as to whether the Class Member is an Eligible Owner, Eligible Seller, or Eligible Lessee in  
9     the 2.0-liter Class Action Settlement or an Eligible Owner, Eligible Former Owner, Eligible Lessee,  
10    or Eligible Former Lessee in the 3.0-liter Class Action Settlement; the VIN of the Eligible Vehicle(s)  
11    forming the basis of the Class Member’s inclusion in the Class; the dates of the Class Member’s  
12    ownership or lease of the Eligible Vehicle(s). The Claims Administrator will provide copies of all  
13    opt-out requests to Class Counsel and counsel for Bosch within seven days of the receipt of each  
14    such request. In the case of deficiencies, the Parties will confer and agree, subject to Court approval,  
15    on what constitutes substantial and reasonable compliance with these requirements.

16            **6.2.     Consequences of Failure To Opt Out in a Timely and Proper Manner.** All Class  
17    Members who do not timely and properly opt out of the Class will in all respects be bound by all  
18    terms of this Class Action Settlement Agreement and the Final Approval Order upon the entry of the  
19    Final Approval Order.

20            **6.3.     Opting Out and Objecting Are Mutually Exclusive Options.** Any Class Member  
21    who elects to opt out pursuant to this Section may not also object to the Class Action Settlement  
22    Agreement, pursuant to Section 7 herein. Any Class Member who elects to object pursuant to  
23    Section 7 herein may not opt out pursuant to this Section.

24     **7.     OBJECTIONS TO THE SETTLEMENT**

25            **7.1.     Manner of Objecting.** Provided that a Class Member has not submitted a written  
26    request to opt out, as set forth in Section 6, the Class Member may present written objections, if any,  
27    explaining why he believes the Class Action Settlement Agreement should not be approved by the  
28    Court as fair, reasonable, and adequate. No later than April 14, 2017, or such date as is ordered by

1 the Court, a Class Member who wishes to object to any aspect of the Class Action Settlement  
2 Agreement must file with the Court, or as the Court otherwise may direct, a written statement of the  
3 objection(s). The written statement of objection(s) must include a detailed statement of the Class  
4 Member's objection(s), as well as the specific reasons, if any, for each such objection, including any  
5 evidence and legal authority the Class Member wishes to bring to the Court's attention. That written  
6 statement also will contain the Class Member's printed name, address, and telephone number; a  
7 statement as to whether the Class Member is an Eligible Owner, Eligible Seller, or Eligible Lessee in  
8 the 2.0-liter Class Action Settlement or an Eligible Owner, Eligible Former Owner, Eligible Lessee,  
9 or Eligible Former Lessee in the 3.0-liter Class Action Settlement; the VIN of the Eligible Vehicle(s)  
10 forming the basis of the Class Member's inclusion in the Class; a statement that the Class Member  
11 has reviewed the Class definition and has not opted out of the Class; the dates of the Class Member's  
12 ownership or lease of the Eligible Vehicle(s); and any other supporting papers, materials, or briefs  
13 the Class Member wishes the Court to consider when reviewing the objection. Neither Bosch nor  
14 Class Counsel will object to any reasonable request to file personal information under seal, subject to  
15 approval by the Court. In the case of deficiencies, the Parties will confer and agree, subject to Court  
16 approval, on what constitutes substantial and reasonable compliance with these requirements.

17       **7.2. Objecting Through Counsel.** A Class Member may object on his own behalf or  
18 through a lawyer hired at that Class Member's own expense, provided the Class Member has not  
19 submitted a written request to opt out, as set forth in Section 6. The objection must state whether it  
20 applies only to the objector, to a specific subset of the Class, or to the entire Class, and also state  
21 with specificity the grounds for the objection. Lawyers asserting objections on behalf of Class  
22 Members must: (a) file a notice of appearance with the Court by the date set forth in the Preliminary  
23 Approval Order, or as the Court otherwise may direct; (b) file a sworn declaration attesting to his or  
24 her representation of each Class Member on whose behalf the objection is being filed or file (in  
25 camera) a copy of the contract between that lawyer and each such Class Member; and (c) comply  
26 with the procedures described in this Section.

27       **7.3. Intent To Appear at the Fairness Hearing.** A Class Member (or counsel  
28 individually representing him or her, if any) seeking to make an appearance at the Fairness Hearing

1 must file with the Court, by the date set forth in the Preliminary Approval Order, a written notice of  
2 his intent to appear at the Fairness Hearing, in accordance with the requirements set forth in the  
3 Preliminary Approval Order, or by such time and in such manner as the Court may otherwise direct.

4 7.4. **Consequences of Failure To Object in a Timely and Proper Manner.** Unless the  
5 Court directs otherwise, any Class Member who fails to comply with the provisions of this Section  
6 will waive and forfeit any and all rights he may have to object to the Class Action Settlement  
7 Agreement and/or to appear and be heard on said objection at the Fairness Hearing. Failure to object  
8 waives a Class Member's right to appeal.

9 **8. NOTICE**

10 8.1. The Notice Administrator together with the Claims Administrator shall be responsible  
11 for creating a notice program; for emailing, printing and mailing by First Class U.S. Mail, postage  
12 paid, or arranging for the mailing of both the Short Form Notice and the Long Form Notice to Class  
13 Members, and otherwise assisting with the distribution of information about this Class Action  
14 Settlement Agreement to Class Members. The Parties and Volkswagen have agreed that, to the  
15 extent possible, the Notice Administrator shall utilize Class Member contact information gathered  
16 during the administration of the Volkswagen Settlements.

17 8.2. Bosch shall pay all reasonable and necessary fees and costs of the Notice  
18 Administrator associated with providing notice under this Class Action Settlement Agreement. The  
19 Notice Administrator shall submit a projected budget to Class Counsel and Bosch for preparing and  
20 delivering the Notice as required by this Section, and shall not make expenditures that exceed the  
21 projected budget for preparing and delivering the Notice by more than five percent without the prior  
22 approval of Class Counsel and Bosch. Consistent with the requirements of Rule 23 and due process,  
23 the Claims Administrator and the Notice Administrator shall coordinate to minimize costs in  
24 effectuating the terms of this Class Action Settlement Agreement.

25 8.3. Within five business days of the issuance of the Preliminary Approval Order, Bosch  
26 shall transfer or pay a sufficient amount to the Notice Administrator and Claims Administrator to  
27 cover the initial costs of preparing and delivering the Notice as required by this Section.  
28

1 8.4. The Notice Administrator shall send to each appropriate state and federal official the  
2 materials specified in 28 U.S.C. § 1715 and otherwise comply with its terms. The identities of such  
3 officials and the content of the materials shall be mutually agreed to by the Parties.

4 8.5. The Notice Administrator shall promptly after receipt provide copies of any requests  
5 for exclusion, objections and/or related correspondence to the Parties.

6 **9. RELEASE AND WAIVER**

7 9.1. The Parties agree to the following release and waiver (the “Release”), which shall  
8 take effect upon entry of the Final Approval Order. The terms of the Release are a material term of  
9 the Class Action Settlement Agreement and will be reflected in the Final Approval Order.

10 9.2. **Released Parties.** The Released Parties include, without limitation, (1) Robert Bosch  
11 GmbH, Robert Bosch LLC, and all current and former parents (direct or indirect), shareholders  
12 (direct or indirect), members (direct or indirect), subsidiaries, affiliates, joint venture partners,  
13 insurers, contractors, consultants, and auditors, and the predecessors, successors, and assigns of the  
14 foregoing (the “Bosch Released Entities”); and (2) all current and former officers, directors, members  
15 of the management or supervisory boards, employees, agents, advisors and attorneys of the Bosch  
16 Released Entities (the “Bosch Released Personnel”).

17 9.3. **Class Release.** In consideration for the Bosch Settlement Fund and payments  
18 therefrom as provided in this Class Action Settlement Agreement, the sufficiency of which is hereby  
19 acknowledged, Class Members, on behalf of themselves and their agents, heirs, executors and  
20 administrators, successors, assigns, insurers, attorneys, representatives, shareholders, owners  
21 associations, and any other legal or natural persons who may claim by, through, or under them (the  
22 “Releasing Parties”), fully, finally, irrevocably, and forever release, waive, discharge, relinquish,  
23 settle, and acquit any and all claims, demands, actions, or causes of action, whether known or  
24 unknown, that they may have, purport to have, or may have hereafter against any Released Party, as  
25 defined above, that: (i) are related to any Eligible Vehicle; (ii) arise from or in any way relate to the  
26 2.0-liter TDI Matter or the 3.0 Liter TDI Matter; and (iii) that arise from or are otherwise related to  
27 conduct by a Released Party that (a) predates the date of this Class Action Settlement Agreement and  
28 (b) formed the factual basis for a claim that was made or could have been made in the Complaints.



1 This Release applies to any and all claims, demands, actions, or causes of action of any kind or  
2 nature whatsoever, whether in law or in equity, contractual, quasi-contractual, or statutory, known or  
3 unknown, direct, indirect or consequential, liquidated or unliquidated, past, present or future,  
4 foreseen or unforeseen, developed or undeveloped, contingent or non-contingent, suspected or  
5 unsuspected, whether or not concealed or hidden, related to any Eligible Vehicle and arising from or  
6 otherwise related to conduct by a Released Party that predates the date of this Class Action  
7 Settlement Agreement as set forth above, including without limitation (1) any claims that were or  
8 could have been asserted in the Action; (2) all marketing and advertising claims related to Eligible  
9 Vehicles; (3) all claims arising out of or in any way related to emissions, emissions control  
10 equipment, electronic control units, electronic transmission units, CAN-bus-related hardware, or  
11 software programs, programing, coding, or calibration in Eligible Vehicles; (4) all claims arising out  
12 of or in any way related to a 2.0-liter TDI Matter under the 2.0-liter Class Action Settlement and a  
13 3.0-liter TDI Matter under the 3.0-liter Class Action Settlement; and (5) any claims for fines,  
14 penalties, criminal assessments, economic damages, punitive damages, exemplary damages,  
15 statutory damages or civil penalties, liens, rescission or equitable or injunctive relief, attorneys',  
16 expert, consultant, or other litigation fees, costs, or expenses, or any other liabilities, that were or  
17 could have been asserted in any civil, criminal, administrative, or other proceeding, including  
18 arbitration (the "Released Claims"). This Release applies without limitation to any and all such  
19 claims, demands, actions, or causes of action regardless of the legal or equitable theory or nature  
20 under which they are based or advanced including without limitation legal and/or equitable theories  
21 under any federal, state, provincial, local, tribal, administrative, or international law, or statute,  
22 ordinance, code, regulation, contract, common law, equity, or any other source, and whether based in  
23 strict liability, negligence, gross negligence, punitive damages, nuisance, trespass, breach of  
24 warranty, misrepresentation, breach of contract, fraud, or any other legal or equitable theory, whether  
25 under the laws of the United States, a State, territory, or possession of the United States, or of any  
26 other foreign or domestic state, territory, or other legal or governmental body, whether existing now  
27 or arising in the future, related to any Eligible Vehicle and arising from or otherwise related to  
28 conduct by a Released Party that predates the date of this Class Action Settlement Agreement.

1 Without limiting the generality of the foregoing, this Release does not apply to any claims  
2 concerning vehicles that are not Eligible Vehicles. Furthermore, this Agreement does not release  
3 any claims for wrongful death or personal injury or claims related to Bosch non-automotive  
4 products.

5 9.4. **Possible Future Claims.** For the avoidance of doubt, Class Members expressly  
6 understand and acknowledge that they may hereafter discover claims presently unknown or  
7 unsuspected, or facts in addition to or different from those that they now know or believe to be true,  
8 related to the Eligible Vehicles, the Action, and/or the Release herein. Nevertheless, it is the  
9 intention of Class Counsel and the Class Representatives in executing this Class Action Settlement  
10 Agreement to fully, finally, irrevocably, and forever release, waive, discharge, relinquish, settle, and  
11 acquit all such matters, and all claims relating thereto which exist, hereafter may exist, or might have  
12 existed (whether or not previously or currently asserted in any action or proceeding) related to any  
13 Eligible Vehicle and arising from or otherwise related to conduct by a Released Party that predates  
14 the date of this Class Action Settlement Agreement.

15 9.5. **Waiver of California Civil Code Section 1542 and Analogous Provisions.** Class  
16 Representatives expressly understand and acknowledge, and Class Members will be deemed to  
17 understand and acknowledge Section 1542 of the California Civil Code, which provides:

18 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**  
19 **WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT**  
20 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF**  
21 **EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM**  
**OR HER MUST HAVE MATERIALLY AFFECTED HIS OR**  
**HER SETTLEMENT WITH THE DEBTOR.**

22 Each Class Representative expressly acknowledges that he, she, or it has been advised by Class  
23 Counsel of the contents and effect of Section 1542 and that he, she, or it has considered the  
24 possibility that the number or magnitude of all claims may not currently be known. To ensure that  
25 this Release is interpreted fully in accordance with its terms, Class Members expressly waive and  
26 relinquish any and all rights and benefits that they may have under Section 1542 to the extent that  
27 such section may be applicable to the Release. Class Members likewise expressly waive and  
28 relinquish any rights or benefits of any law of any state or territory of the United States, federal law

1 or principle of common law, or of international or foreign law, which is similar, comparable,  
2 analogous, or equivalent to Section 1542 of the California Code to the extent that such laws or  
3 principles may be applicable to the Release.

4 9.6. **Individual Release.** Each Class Member who receives payment from the Bosch  
5 Settlement Fund shall be required to expressly acknowledge, and thereby grant, an individual release  
6 of Claims as set forth in this Section 9 that will take effect upon signing and depositing a  
7 compensation check issued pursuant to this Agreement. Consistent with the Release provided in this  
8 Agreement, each such individual release provides that the Class Member releases all of the Released  
9 Parties from any and all present and future claims (as described in Sections 9.3 and 9.4) related to  
10 any Eligible Vehicle that arise from or that are otherwise related to conduct by a Released Party that  
11 predates the date of this Class Action Settlement Agreement. The individual release shall remain  
12 effective even if the Final Approval Order is reversed and/or vacated on appeal, or if this Class  
13 Action Settlement Agreement is abrogated or otherwise voided in whole or in part.

14 9.7. **Indemnity Release.** It is a condition precedent to entry of the Final Approval Order  
15 that Volkswagen shall have delivered to the Released Parties, and Bosch shall have delivered to  
16 Volkswagen, a general release, waiver, or covenant not to sue in respect of any and all claims for  
17 indemnity, contribution, goodwill payment, or reimbursement, howsoever and under whatever legal  
18 grounds arising, of costs or expenses arising from or relating in any way to electronic engine control  
19 units or emissions control equipment in diesel passenger vehicles.

20 9.8. **Actions or Proceedings Involving Released Claims.** Class Members who do not  
21 opt out expressly agree that this Release, and the Final Approval Order, is, will be, and may be raised  
22 as a complete defense to, and will preclude, any action or proceeding specified in, or involving  
23 claims encompassed by, this Release. Class Members who do not opt out shall not now or hereafter  
24 institute, maintain, prosecute, assert, and/or cooperate in the institution, commencement, filing or  
25 prosecution of any suit, action, and/or other proceeding, against the Released Parties with respect to  
26 the claims, causes of action and/or any other matters subject to this Release. To the extent that they  
27 have initiated, or caused to be initiated, any suit, action, or proceeding not already encompassed by  
28 the Action, Class Members who do not opt out shall cause such suit, action, or proceeding to be

1 dismissed with prejudice. If a Class Member who does not opt out commences, files, initiates, or  
2 institutes any new legal action or other proceeding for any Released Claim against any Released  
3 Party in any federal or state court, arbitral tribunal, or administrative or other forum, (1) such legal  
4 action or other proceeding shall be dismissed with prejudice and at that Class Member's cost; and (2)  
5 the respective Released Party shall be entitled to recover any and all reasonable related costs and  
6 expenses from that Class Member arising as a result of that Class Member's breach of his, her, or its  
7 obligations under this Release. Within five business days of the entry of the Final Approval Order,  
8 Class Counsel will dismiss with prejudice the claims against any Released Party in the Complaints  
9 and all Released Claims in the Action asserted against any Released Party in the Action.

10           **9.9. Ownership of Released Claims.** Class Representatives represent and warrant that  
11 they are the sole and exclusive owners of any and all claims that they personally are releasing under  
12 this Class Action Settlement Agreement. Class Representatives further acknowledge that they have  
13 not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned or encumbered any  
14 right, title, interest or claim related to any Eligible Vehicle and arising from or otherwise related to  
15 conduct by a Released Party that predates the date of this Class Action Settlement Agreement,  
16 including without limitation, any claim for benefits, proceeds or value under the Action, and that  
17 Class Representatives are not aware of anyone other than themselves claiming any interest, in whole  
18 or in part, in any benefits, proceeds or values to which Class Representatives may be entitled that are  
19 related to any Eligible Vehicle and arising from or otherwise related to conduct by a Released Party  
20 that predates the date of this Class Action Settlement Agreement. As part of the individual release  
21 provided in Section 9.6, each Class Member who signs and deposits a check issued pursuant to this  
22 Agreement represents and warrants that they are the sole and exclusive owner of all claims that they  
23 personally are releasing under the Class Action Settlement Agreement and that they have not  
24 assigned, pledged, or in any manner whatsoever, sold, transferred, assigned or encumbered any right,  
25 title, interest or claim arising out of or in any way whatsoever pertaining to the Action, including  
26 without limitation, any claim for benefits, proceeds or value under the Action, and that such Class  
27 Member is not aware of anyone other than themselves claiming any interest, in whole or in part, in  
28 any benefits, proceeds or values to which that Class Member may be entitled that are related to any

1 Eligible Vehicle and arising from or otherwise related to conduct by a Released Party that predates  
2 the date of this Class Action Settlement Agreement.

3 9.10. **Total Satisfaction of Released Claims.** Any benefits pursuant to the Class Action  
4 Settlement Agreement are in full, complete, and total satisfaction of all of the Released Claims  
5 against the Released Parties. Such benefits are sufficient and adequate consideration for each and  
6 every term of this Release, and this Release shall be irrevocably binding upon Class Representatives  
7 and Class Members who do not opt out of the Class.

8 9.11. **Release Not Conditioned on Claim or Payment.** The Release shall be effective  
9 with respect to all Releasing Parties, including all Class Members who do not opt out, regardless of  
10 whether those Class Members ultimately receive a payment under this Class Action Settlement  
11 Agreement.

12 9.12. **Basis for Entering Release.** Class Counsel acknowledge that they have conducted  
13 sufficient independent investigation and discovery (including ongoing confirmatory discovery  
14 pursuant to Section 16.5) to enter into this Class Action Settlement Agreement, and that they execute  
15 this Class Action Settlement Agreement freely, voluntarily, and without being pressured or  
16 influenced by, or relying on any statements, representations, promises, or inducements made by the  
17 Released Parties or any person or entity representing the Released Parties, other than as set forth in  
18 this Class Action Settlement Agreement. Class Representatives acknowledge, agree, and  
19 specifically represent and warrant that they have discussed with Class Counsel the terms of this  
20 Class Action Settlement Agreement and have received legal advice with respect to the advisability of  
21 entering into this Class Action Settlement Agreement and the Release, and the legal effect of this  
22 Class Action Settlement Agreement and the Release. The representations and warranties made  
23 throughout the Class Action Settlement Agreement shall survive the execution of the Class Action  
24 Settlement Agreement and shall be binding upon the respective heirs, representatives, successors and  
25 assigns of the Parties.

26 9.13. **Material Term.** Class Representatives and Class Counsel hereby agree and  
27 acknowledge that this Section 9 in its entirety was separately bargained for and constitutes a key,  
28

1 material term of the Class Action Settlement Agreement that shall be reflected in the Final Approval  
2 Order.

3 9.14. **Released Parties' Releases of Class Representatives, the Class, and Class**  
4 **Counsel.** Upon the entry of the Final Approval Order, Released Parties absolutely and  
5 unconditionally release and forever discharge the Class Representatives, Class Members, and Class  
6 Counsel from any and all claims relating to the institution or prosecution of the Action.

7 9.15. **Jurisdiction.** The Court shall retain exclusive and continuing jurisdiction over all  
8 Parties, the Action, and this Class Action Settlement Agreement to resolve any dispute that may arise  
9 regarding this Class Action Settlement Agreement, including any dispute regarding validity,  
10 performance, interpretation, administration, enforcement, enforceability, or termination of the Class  
11 Action Settlement Agreement and no Party shall oppose the reopening and reinstatement of the  
12 Action on the MDL Court's active docket for the purposes of effecting this Section.

13 Notwithstanding the foregoing sentence, the entry into this Class Action Settlement Agreement shall  
14 not serve as a submission by Bosch to the jurisdiction of the Court in any other pending class, mass,  
15 or individual action excluded from this Class Action Settlement Agreement, and Bosch expressly  
16 reserves all of its rights to assert any defenses or arguments, including with respect to service of  
17 process and personal jurisdiction, in any such action.

## 18 **10. ESCROW ACCOUNT**

19 10.1. Within ten business days after the Court enters the Preliminary Approval Order,  
20 Bosch shall wire \$327,500,000 to the Escrow Account to create the Bosch Settlement Fund. Bosch  
21 and Class Counsel shall negotiate with the Escrow Agent the terms of the Escrow Account,  
22 including how the funds will be invested and the distribution of any investment or interest income.

23 10.2. At the conclusion of the Settlement Benefit Period, if any funds remain in the Escrow  
24 Account, including all remaining investment income and interest accrued, and it is not feasible  
25 and/or economically reasonable to distribute the remaining funds to Class Members, those funds  
26 shall be distributed through Court-approved *cy pres* payments according to a distribution plan and  
27 schedule filed by Class Counsel and approved by the Court.

28

1           10.3. In the event that the Class Action Settlement Agreement is terminated or invalidated  
2 for any reason prior to the conclusion of the Settlement Benefit Period, any funds in the Escrow  
3 Account, including all remaining investment income and interest accrued, shall revert to Bosch.

4 **11. ATTORNEYS' FEES AND EXPENSES**

5           11.1. The Parties agree that reasonable attorneys' fees and expenses for work performed by  
6 Class Counsel in connection with the Action, as well as work performed by other attorneys  
7 designated by Class Counsel to perform work in connection with the Action, shall be paid from the  
8 Bosch Settlement Fund. Bosch and Class Counsel represent that they have not discussed the amount  
9 of fees and expenses to be paid prior to agreement on the terms of this Class Action Settlement  
10 Agreement. At the same time that they file their Motion for Final Approval of this Agreement, Class  
11 Counsel will file with the Court an application for attorneys' fees and expenses to be paid from the  
12 Bosch Settlement Fund. Those fees and expenses shall be paid from the Escrow Account to an  
13 escrow account specified by Lead Counsel within 48 hours of the later of (1) the date the Court  
14 approves Class Counsel's fee application, or (2) the Effective Date of this Agreement. The Parties  
15 agree that Bosch shall not be required to pay any amounts for attorneys' fees and expenses in  
16 addition to the Bosch Settlement Fund.

17 **12. PROPOSED SCHEDULE FOR APPROVAL OF CLASS ACTION SETTLEMENT**  
18 **AGREEMENT**

19           12.1. **Preliminary Approval Order.** As set forth in Section 3.1, on January 31, 2017, the  
20 Parties shall file with the Court a Motion for Preliminary Approval of the Class Action Settlement  
21 Agreement and Approval of Class Notice.

22           12.2. **Final Settlement Approval Order and Judgment.** On or before March 24, 2017, or  
23 any subsequently mutually agreed upon date, Class Counsel shall file with the Court a motion  
24 seeking a Final Approval Order.

25 **13. AGREEMENT TO COOPERATE TO EFFECTUATE SETTLEMENT**

26           13.1. Counsel for all Parties warrant and represent that they are expressly authorized by the  
27 Parties whom they represent to negotiate this Class Action Settlement Agreement. The persons  
28



1 signing this Class Action Settlement Agreement on behalf of each Party warrants that he/she is  
2 authorized to sign this Class Action Settlement Agreement on behalf of that Party.

3 13.2. The Parties and their respective counsel will cooperate with each other, act in good  
4 faith, and use their best efforts to effect the implementation of the Class Action Settlement  
5 Agreement. In the event the Parties are unable to reach agreement on the form or content of any  
6 document needed to implement the Class Action Settlement Agreement, or on any supplemental  
7 provisions that may become necessary to effectuate the terms of this Class Action Settlement  
8 Agreement, the Parties may seek the assistance of the Court to resolve such disagreement.

9 13.3. The Parties further agree to make all reasonable efforts to ensure the timely and  
10 expeditious administration and implementation of the Class Action Settlement Agreement and to  
11 minimize the costs and expenses incurred therein.

12 **14. MODIFICATION OR TERMINATION OF THIS CLASS ACTION SETTLEMENT**  
13 **AGREEMENT**

14 14.1. The terms and provisions of this Class Action Settlement Agreement may be  
15 amended, modified, or expanded by written agreement of the Parties and approval of the Court;  
16 provided, however, that after entry of the Final Approval Order, the Parties may by written  
17 agreement effect such amendments, modifications, or expansions of this Class Action Settlement  
18 Agreement and its implementing documents (including all exhibits hereto) without further notice to  
19 the Class or approval by the Court if such changes are consistent with the Court's Final Approval  
20 Order and do not limit the rights of Class Members under this Class Action Settlement Agreement.

21 14.2. This Class Action Settlement Agreement shall terminate at the discretion of either  
22 Bosch or the Class Representatives, through Class Counsel, if: (1) the Court, or any appellate  
23 court(s), rejects, modifies, or denies approval of any portion of this Class Action Settlement  
24 Agreement or the proposed Settlement that the terminating Party in its (or their) sole judgment and  
25 discretion reasonably determine(s) is material, including, without limitation, the terms of relief, the  
26 findings, or conclusions of the Court, the provisions relating to notice, the definition of the Class,  
27 and/or the terms of the Release; or (2) the Court, or any appellate court(s), does not enter or  
28 completely affirm, or alters, narrows or expands, any portion of the Final Approval Order, or any of

1 the Court's findings of fact or conclusions of law, that the terminating Party in its (or their) sole  
2 judgment and discretion reasonably determine(s) is material. The terminating Party must exercise  
3 the option to withdraw from and terminate this Class Action Settlement Agreement, as provided in  
4 this Section 14, by a signed writing served on the other Parties no later than twenty days after  
5 receiving notice of the event prompting the termination. The Parties will be returned to their  
6 positions status quo ante.

7 14.3. If an option to withdraw from and terminate this Class Action Settlement Agreement  
8 arises under Section 14.2 above, neither Bosch nor Class Representatives are required for any reason  
9 or under any circumstance to exercise that option and any exercise of that option shall be in good  
10 faith.

11 14.4. If, but only if, this Class Action Settlement Agreement is terminated pursuant to  
12 Section 14.2, above, then:

13 14.4.1. This Class Action Settlement Agreement shall be null and void and shall have  
14 no force or effect, and no Party to this Class Action Settlement Agreement  
15 shall be bound by any of its terms, except for the terms of Section 14.4 and  
16 14.5 herein;

17 14.4.2. The Parties will petition the Court to have any stay orders entered pursuant to  
18 this Class Action Settlement Agreement lifted;

19 14.4.3. All of the provisions of this Class Action Settlement Agreement, and all  
20 negotiations, statements, and proceedings relating to it, shall be without  
21 prejudice to the rights of Bosch, Class Representatives, or any Class Member,  
22 all of whom shall be restored to their respective positions existing  
23 immediately before the execution of this Class Action Settlement Agreement,  
24 except that the Parties shall cooperate in requesting that the Court set a new  
25 scheduling order such that no Party's substantive or procedural rights are  
26 prejudiced by the settlement negotiations and proceedings;

27 14.4.4. Subject to Section 14.5, Class Representatives and all other Class Members,  
28 on behalf of themselves and their heirs, assigns, executors, administrators,

1 predecessors, and successors, expressly and affirmatively reserve and do not  
2 waive all motions and positions as to, and arguments in support of, all claims,  
3 causes of action or remedies that have been or might later be asserted in the  
4 Action including, without limitation, any argument or position concerning  
5 class certification, and treble or other damages;

6 14.4.5. Bosch expressly and affirmatively reserves and does not waive all motions  
7 and positions as to, and arguments in support of, all defenses to the causes of  
8 action or remedies that have been or might later be asserted in the Action  
9 including, without limitation, any argument or position opposing class  
10 certification, jurisdiction, liability, damages, or injunctive relief;

11 14.4.6. Neither this Class Action Settlement Agreement, the fact of its having been  
12 entered into, nor the negotiations leading to it shall be admissible or entered  
13 into evidence, except in an action to enforce Section 14.5;

14 14.4.7. Any settlement-related order(s) or judgment(s) entered in this Action after the  
15 date of execution of this Class Action Settlement Agreement shall be deemed  
16 vacated and shall be without any force or effect;

17 14.4.8. Bosch shall bear all reasonable and necessary costs incurred in connection  
18 with the implementation of this Class Action Settlement Agreement up until  
19 its termination. Neither the Class Representatives nor Class Counsel shall be  
20 responsible for any such settlement-related costs; and

21 14.4.9. Within five (5) business days, any funds in the Escrow Account, including all  
22 remaining investment income and interest accrued, shall revert to Bosch, after  
23 any outstanding invoices or obligations of the Escrow Account are satisfied.

24 14.5. Notwithstanding the terms of Sections 14.4.1 through 14.4.9 above, if a Class  
25 Member receives payment under the Class Action Settlement Agreement prior to its termination or  
26 invalidation and the Class Member has endorsed and cashed or deposited or otherwise caused the  
27 check to be cashed or deposited, such Class Member shall be deemed to have executed an individual  
28 release as provided in Section 9.6, and such Class Member and Bosch shall be bound by the terms of

1 the individual release, which terms shall survive termination or invalidation of the Class Action  
2 Settlement Agreement.

3 **15. REPRESENTATIONS AND WARRANTIES**

4 15.1. Class Counsel represent that: (1) they are authorized by the Class Representatives to  
5 enter into this Class Action Settlement Agreement with respect to the claims asserted in the Action  
6 and any other claims covered by the Release; and (2) they are seeking to protect the interests of the  
7 Class.

8 15.2. Class Counsel further represent that the Class Representatives: (1) have agreed to  
9 serve as representatives of the Class proposed to be certified herein; (2) are willing, able, and ready  
10 to perform all of the duties and obligations of representatives of the Class; (3) have read the  
11 pleadings in the Action, or have had the contents of such pleadings described to them; (4) have  
12 consulted with Class Counsel about the obligations imposed on representatives of the Class; (5)  
13 understand that they are entitled only to the rights and remedies of Class Members under this Class  
14 Action Settlement Agreement and not to any additional compensation by virtue of their status as  
15 Class Representatives; and (6) shall remain and serve as representatives of the Class until the terms  
16 of this Class Action Settlement Agreement are effectuated, this Class Action Settlement Agreement  
17 is terminated in accordance with its terms, or the Court at any time determines that said Class  
18 Representatives cannot represent the Class.

19 15.3. Bosch represents and warrants that the individual(s) executing this Class Action  
20 Settlement Agreement are authorized to enter into this Class Action Settlement Agreement on behalf  
21 of Bosch.

22 15.4. The Parties acknowledge and agree that no opinion concerning the tax consequences  
23 of the proposed Class Action Settlement Agreement to Class Members is given or will be given by  
24 the Parties, nor are any representations or warranties in this regard made by virtue of this Class  
25 Action Settlement Agreement. Each Class Member's tax obligations, and the determination thereof,  
26 are the sole responsibility of the Class Member, and it is understood that the tax consequences may  
27 vary depending on the particular circumstances of each individual Class Member.  
28

1 **16. GENERAL MATTERS AND RESERVATIONS**

2 16.1. This Class Action Settlement Agreement will be binding upon, and inure to the  
3 benefit of, the successors, transferees, and assigns of Bosch, the Class Representatives, and Class  
4 Members.

5 16.2. Bosch's obligation to implement Sections 4 and 10 of this Class Action Settlement  
6 Agreement is and shall be contingent upon each of the following and all of them:

7 16.2.1. Entry by the Court of the Preliminary Approval Order approving the Class  
8 Action Settlement Agreement; and

9 16.2.2. The satisfaction of any other conditions set forth in this Class Action  
10 Settlement Agreement.

11 16.3. The Parties and their counsel agree to keep the existence and contents of this Class  
12 Action Settlement Agreement confidential until the date on which the Motion for Preliminary  
13 Approval is filed; provided, however, that this Section shall not prevent Bosch from disclosing such  
14 information, prior to the date on which the Motion for Preliminary Approval is filed, to state and  
15 federal agencies, foreign government agencies, direct or indirect shareholders of Robert Bosch  
16 GmbH, auditors, accountants, actuaries, advisors, financial analysts, insurers, or lawyers, or others as  
17 may in the reasonable opinion of Bosch be required by law. The Parties and their counsel may also  
18 disclose the existence and contents of this Class Action Settlement Agreement to persons or entities  
19 (such as clients, experts, courts, co-counsel, and/or administrators) to whom the Parties agree  
20 disclosure must be made in order to effectuate the terms and conditions of this Class Action  
21 Settlement Agreement.

22 16.4. Class Representatives and Class Counsel agree that confidential information made  
23 available to them solely through the settlement process was made available on the condition that it  
24 not be disclosed to third parties (other than experts or consultants retained by Class Representatives  
25 in connection with the Action).

26 16.5. The Parties agree that, upon execution of this Class Action Settlement Agreement,  
27 responses to discovery requests served by Class Counsel on Bosch are indefinitely postponed, and  
28 Class Counsel will seek no further discovery from Bosch Released Entities or Bosch Released

1 Personnel. The Parties agree that Class Counsel will continue to perform confirmatory discovery  
2 work using information obtained through discovery prior to the execution of this Class Action  
3 Settlement Agreement from Bosch or other parties to the Action, or any other discovery Class  
4 Counsel may conduct other than from Bosch Released Entities or Bosch Released Personnel, until  
5 the Court issues a Final Approval Order. At the conclusion of the Settlement Benefit Period, Class  
6 Counsel will return or destroy all documents and tangible things produced by any Bosch Entity, as  
7 provided in Section 14 of Pretrial Order No. 12, ECF No. 1255.

8 16.6. This Class Action Settlement Agreement, complete with its exhibits and all  
9 documents filed with the Court, sets forth the entire agreement among the Parties with respect to its  
10 subject matter, and it may not be altered, amended, or modified except by written instrument  
11 executed by Class Counsel and counsel for Bosch. The Parties expressly acknowledge that no other  
12 agreements, arrangements, or understandings not expressed in this Class Action Settlement  
13 Agreement or the documents filed with the Court exist among or between them, and that in deciding  
14 to enter into this Class Action Settlement Agreement, they have relied solely upon their own  
15 judgment and knowledge. This Class Action Settlement Agreement and the accompanying  
16 documents filed with the Court supersede any prior agreements, understandings, or undertakings  
17 (written or oral) by and between the Parties regarding the subject matter of this Class Action  
18 Settlement Agreement.

19 16.7. This Class Action Settlement Agreement and any amendments thereto, and any  
20 dispute arising out of or related to this Class Action Settlement Agreement, shall be governed by and  
21 interpreted according to the Federal Rules of Civil Procedure and applicable jurisprudence relating  
22 thereto, and the laws of the State of California notwithstanding its conflict of law provisions.

23 16.8. Any disagreement and/or action to enforce this Class Action Settlement Agreement  
24 shall be commenced and maintained only in the United States District Court for the Northern District  
25 of California.

26 16.9. Whenever this Class Action Settlement Agreement requires or contemplates that one  
27 of the Parties shall or may give notice to the other, notice shall be provided by e-mail and/or next-  
28

1 day (excluding Saturdays, Sundays and Federal Holidays) express delivery service as follows, or to  
2 such other addressee or address as either may notify the other in writing:

3 If to Bosch, then to:

4 Matthew D. Slater  
5 Cleary Gottlieb Steen & Hamilton, LLP  
6 2000 Pennsylvania Ave., NW  
7 Washington, DC 20006  
8 mslater@cgsh.com

9 If to the Class, then to:

10 Elizabeth J. Cabraser  
11 Lieff, Cabraser, Heimann & Bernstein, LLP  
12 275 Battery Street, 29th Floor  
13 San Francisco, CA 94111-3339  
14 ecabraser@lchb.com

15 16.10. All time periods in this Class Action Settlement Agreement shall be computed in  
16 calendar days unless otherwise expressly provided. In computing any period of time in this Class  
17 Action Settlement Agreement or by order of the Court, the day of the act or event shall not be  
18 included. The last day of the period shall be included, unless it is a Saturday, a Sunday or a Federal  
19 Holiday, or, when the act to be done is the filing of a paper in court, a day on which the court is  
20 closed, in which case the period shall run until the end of the next day that is not one of the  
21 aforementioned days. As used in this Class Action Settlement Agreement, "Federal Holiday"  
22 includes holidays designated in Fed. R. Civ. P. 6(a) or by the Clerk of the United States District  
23 Court for the Northern District of California.

24 16.11. The Parties reserve the right, subject to the Court's approval, to agree to any  
25 reasonable extensions of time that might be necessary to carry out any of the provisions of this Class  
26 Action Settlement Agreement.

27 16.12. The Class, Class Representatives, Class Counsel, Bosch, and/or counsel for Bosch  
28 shall not be deemed to be the drafter of this Class Action Settlement Agreement or of any particular  
provision, nor shall they argue that any particular provision should be construed against its drafter.  
All Parties agree that this Class Action Settlement Agreement was drafted by counsel for the Parties  
during extensive arm's-length negotiations. No parol or other evidence may be offered to explain,



1 construe, contradict, or clarify its terms, the intent of the Parties or their counsel, or the  
2 circumstances under which this Class Action Settlement Agreement was made or executed.

3 16.13. The Parties expressly acknowledge and agree that this Class Action Settlement  
4 Agreement and its exhibits, along with all related drafts, motions, pleadings, conversations,  
5 negotiations, related notes, and correspondence, constitute an offer of compromise and a  
6 compromise within the meaning of Federal Rule of Evidence 408 and any equivalent rule of  
7 evidence in any state or territory.

8 16.14. The Parties agree that the Class Action Settlement Agreement was reached  
9 voluntarily after consultation with competent legal counsel.

10 16.15. Neither this Class Action Settlement Agreement nor any act performed or document  
11 executed pursuant to or in furtherance of this Class Action Settlement Agreement is or may be  
12 deemed to be or may be used as an admission of, or evidence of, the validity of any of the Released  
13 Claims, or of any wrongdoing or liability of any Released Parties; or is or may be deemed to be or  
14 may be used as an admission of, or evidence of, any fault or omission of any Released Parties in any  
15 civil, criminal, regulatory, or administrative proceeding in any court, administrative agency or other  
16 tribunal. Nor shall this Class Action Settlement Agreement be deemed an admission by any Party as  
17 to the merits of any claim or defense.

18 16.16. Any of the Released Parties may file this Class Action Settlement Agreement and/or  
19 the Final Approval Order in any action that may be brought against it in order to support any defense  
20 or counterclaim, including without limitation those based on principles of *res judicata*, collateral  
21 estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim  
22 preclusion or issue preclusion or similar defense or counterclaim, unless the Class Action Settlement  
23 Agreement is terminated pursuant to Section 14.2.

24 16.17. The Parties, their successors and assigns, and their counsel undertake to implement  
25 the terms of this Class Action Settlement Agreement in good faith, and to use good faith in resolving  
26 any disputes that may arise in the implementation of the terms of this Class Action Settlement  
27 Agreement.

28

1           16.18. The waiver by one Party of any breach of this Class Action Settlement Agreement by  
2 another Party shall not be deemed a waiver of any prior or subsequent breach of this Class Action  
3 Settlement Agreement.

4           16.19. If one Party to this Class Action Settlement Agreement considers another Party to be  
5 in breach of its obligations under this Class Action Settlement Agreement, that Party must provide  
6 the breaching Party with written notice of the alleged breach and provide a reasonable opportunity to  
7 cure the breach before taking any action to enforce any rights under this Class Action Settlement  
8 Agreement.

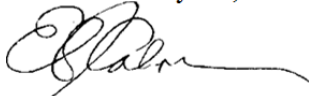
9           16.20. The Parties, their successors and assigns, and their counsel agree to cooperate fully  
10 with one another in seeking Court approval of this Class Action Settlement Agreement and to use  
11 their best efforts to implement this Class Action Settlement Agreement.

12           16.21. This Class Action Settlement Agreement may be signed with an electronic or  
13 facsimile signature and in counterparts, each of which shall constitute a duplicate original.

14           16.22. In the event any one or more of the provisions contained in this Class Action  
15 Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any  
16 respect, such invalidity, illegality, or unenforceability shall not affect any other provision if Bosch  
17 and Class Counsel, on behalf of Class Representatives and Class Members, mutually agree in writing  
18 to proceed as if such invalid, illegal, or unenforceable provision had never been included in this  
19 Class Action Settlement Agreement. Any such agreement shall be reviewed and approved by the  
20 Court before it becomes effective.

21 FOR CLASS COUNSEL


22  
23 Date: February 16, 2017

24 

25 Elizabeth J. Cabraser  
26 LIEFF CABRASER HEIMANN &  
27 BERNSTEIN, LLP  
28 275 Battery Street, 29th Floor  
San Francisco, CA 941111

1 COUNSEL FOR ROBERT BOSCH GMBH AND ROBERT BOSCH LLC:  
2  
3

4 Date: February 16, 2017

  
5 MATTHEW D. SLATER  
6 CLEARY GOTTLIEB STEEN & HAMILTON LLP  
7 2000 Pennsylvania Ave. NW  
8 Washington, DC 20006  
9 Telephone: (202) 974-1500  
10 Facsimile: (202) 974-1999  
11 mslater@cgsh.com  
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1 FOR ROBERT BOSCH GMBH:

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3 Date: February 16, 2017

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Date: February 16, 2017

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SEBASTIAN BIEDENKOPF  
ROBERT BOSCH GMBH  
Robert-Bosch-Platz 1  
70839 Gerlingen-Schillerhöhe  
Germany

  
MARTIN REUTER  
ROBERT BOSCH GMBH  
Robert-Bosch-Platz 1  
70839 Gerlingen-Schillerhöhe  
Germany

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FOR ROBERT BOSCH LLC:

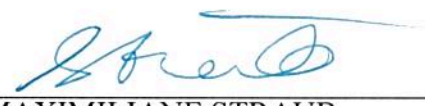
Date: February 16, 2017



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ERIK DYHRKOPP  
ROBERT BOSCH LLC  
38000 Hills Tech Drive  
Farmington Hills, Michigan 48331

Date: February 16, 2017



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MAXIMILIANE STRAUB  
ROBERT BOSCH LLC  
38000 Hills Tech Drive  
Farmington Hills, Michigan 48331

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**CERTIFICATE OF SERVICE**

I hereby certify that, on February 16, 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