

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Settlement Agreement” or the “Agreement”) is made and entered into as of this ___ day of March, 2024, by and between Plaintiffs Dana Potvin, Lisa Bultman, Michael McKarry, David Wabakken, Mohamed Hassan, Christina Merrill, Eric Levine, Patrick Donahue, Debbi Brown, Carol Radice, Terrence Berry, Amanda Green, David Wildhagen, Katy Doyle, Tashia Clendaniel, Hogan Popkess, Kory Wheeler, Harry O’Boyle, Joe Ramagli, Eric Kovalik, Charles Hillier, Labranda Shelton, Adam Moore, Tina Grove, Keech Arnsten, Scott Carter, Mike Sherrod, Christi Johnson, Mary Koelzer, and Mark Stevens (“Plaintiffs”), individually and as representatives of the Settlement Class defined below, and Volkswagen Group of America, Inc. (“VWGoA” or “Defendant”) (collectively, the “Parties”).

RECITALS

WHEREAS, on March 18, 2022, certain of the above-referenced Plaintiffs filed a putative class action entitled *Mike Sherrod, et al. v. Volkswagen Group of America, Inc.*, Civil Action No. 2:22-cv-01537-JDW-JSA (“*Sherrod*”), in the United States District Court for the District of New Jersey asserting, *inter alia*, various claims alleging a defect in the front door wiring harnesses of the Settlement Class Vehicles;

WHEREAS, on March 25, 2022, certain above-referenced Plaintiffs filed a putative class action entitled *Price McMahon, et al. v. Volkswagen Group of America, Inc.*, Civil Action No. 2:22-cv-01704-SDW-JSA (“*McMahon*”), in the United States District Court for the District of New Jersey asserting, *inter alia*, various claims alleging a defect in the front door wiring harnesses of the Settlement Class Vehicles;

WHEREAS, on July 19, 2022, the Court issued an order consolidating the *Sherrod* and *McMahon* actions for all purposes under the *Sherrod* civil action number, and thereafter, on August 5, 2022, Plaintiffs in the consolidated action collectively filed a Consolidated Class Action

Complaint (“CCAC”) against VWGoA, Volkswagen AG (“VWAG”) and Volkswagen Group of America Chattanooga Operations, LLC (“VWCOL”) (hereinafter, the “Action”);

WHEREAS, VWGoA, VWAG and VWCOL filed motions to dismiss the CCAC, which were subsequently fully briefed by the Parties;

WHEREAS, on June 16, 2023, the Court issued a decision and order granting in part and denying in part VWGoA, VWAG, and VWCOL’s respective motions to dismiss the CCAC;

WHEREAS, on July 17, 2023, plaintiffs filed a First Amended Consolidated Class Action Complaint (“FACCAC”);

WHEREAS, on July 28, 2023, the Court granted the parties’ joint stipulation to dismiss VWCOL from the Action without prejudice;

WHEREAS, on September 13, 2023, VWGoA and VWAG filed a motion to dismiss the FACCAC, which Plaintiffs opposed on October 27, 2023 and which the Court administratively terminated without prejudice on December 14, 2023 on consent of the Parties;

WHEREAS, Defendants deny Plaintiffs’ allegations and claims, and maintain, *inter alia*, that the Settlement Class Vehicles’ front door wiring harnesses are not defective, that no applicable warranties (express or implied) have been breached, that no common law duties or applicable statutes, laws, rules or regulations have been violated, that the Settlement Class Vehicles have been properly designed, tested, manufactured, distributed, marketed, advertised, warranted and sold, and that the Plaintiffs’ allegations and claims lack merit and are not suitable for class treatment if the Action proceeded through litigation and trial;

WHEREAS, the Parties, after investigation and careful analysis of their respective claims and defenses, and with full understanding of the potential risks, benefits, expense and uncertainty

of continued litigation, desire to compromise and settle all issues and claims that were or could have been brought in the Action by or on behalf of Plaintiffs and members of the Settlement Class;

WHEREAS, the Parties agree that neither this Settlement Agreement and exhibits, the underlying Settlement itself, nor its negotiations, documents, or any filings relating thereto, shall constitute, be evidence of, or be construed as, (i) any admission of liability, damages, or wrongdoing on the part of Defendants or any Released Party, which is expressly denied, and/or (ii) the existence or validity of any fact, allegation, claim, or issue of law, that was or could have been asserted in the Action, all of which are expressly denied by Defendants, and/or (iii) that the Plaintiffs' claims are or would be suitable for class treatment if the Action proceeded through litigation and trial rather than settlement;

WHEREAS, this Settlement Agreement is the result of vigorous and extensive arm's-length negotiations of highly disputed claims, with adequate knowledge of the facts, issues and the strengths and weaknesses of the Parties' respective positions, is fair, reasonable, and adequate, and complies in all respects with Fed. R. Civ. P. 23;

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

I. DEFINITIONS

A. "Action" or "Lawsuit"

"Action" or "Lawsuit" means the consolidated action entitled *Sherrod, et al. v. Volkswagen Group of America, Inc., et al.*, Civil Action No. 2:22-cv-01537-EP-JSA, pending in the United States District Court for the District of New Jersey.

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

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

C. “Claim Administrator”

The “Claim Administrator” means JND Legal Administration.

D. “Claim” or “Claim for Reimbursement”

“Claim” or “Claim for Reimbursement” means the timely and proper submission of the required fully completed, signed, and dated Claim Form, together with all required Proof of Repair Expense documents (as defined in Section I.R. of this Agreement), in which a Settlement Class Member seeks to claim reimbursement for certain past paid and unreimbursed out-of-pocket expenses pursuant to the terms, conditions, and limitations set forth in Sections II.B. and III. of this Settlement Agreement.

E. “Claim Form”

“Claim Form” means the form that must be used to request reimbursement under this Agreement, substantially in the form attached hereto as Exhibit 1.

F. “Claim Period”

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

G. “Class Counsel” or “Plaintiffs’ Counsel”

“Class Counsel” or “Plaintiffs’ Counsel” means, collectively, the law firms of Carella, Byrne, Cecchi, Brody & Agnello, P.C.; Hagens Berman Sobol Shapiro LLP; Goldenberg Schneider, LPA; The Law Offices of Sean K. Collins; and Lemberg Law LLC.

H. “Class Notice”

“Class Notice” means the post-card class notice and the long form class notice, which will be substantially in the form attached hereto as Exhibits 2 and 3.

I. “Class Notice Plan”

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

J. “Court”

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

K. “Defense Counsel”

“Defense Counsel” means Michael B. Gallub, Esq., Homer B. Ramsey, Esq., and Brian T. Carr, Esq. of Shook, Hardy & Bacon L.L.P.

L. “Effective Date”

“Effective Date” means the first business day after: (1) the Court enters a Final Order and Judgment approving the Settlement Agreement, substantially in the form agreed upon by counsel for the Parties, and (2) all appellate rights with respect to said Final Order and Judgment, other than those related solely to any award of attorneys’ fees, costs or Class Representative service award payments, have expired or been exhausted in such a manner as to affirm the Final Order and Judgment.

M. “Fee and Expense Application”

“Fee and Expense Application” means Class Counsel’s application for an award of reasonable attorneys’ fees, costs, and expenses (“Class Counsel Fees and Expenses”), and for Class Representative service awards.

N. “Final Fairness Hearing”

“Final Fairness Hearing” means the hearing at or after which the Court will determine whether to grant final approval of the Settlement as fair, reasonable, and adequate under Fed. R. Civ. P. 23(e).

O. “Final Order and Judgment”

“Final Order and Judgment” means the Final Order and Judgment granting final approval of the Settlement Agreement and dismissing the Action with prejudice as to Defendants, the form of which will be agreed by the Parties and submitted to the Court prior to the Final Fairness Hearing.

P. “In-Service Date”

“In-Service Date” means the date on which a Settlement Class Vehicle was first delivered to either the original purchaser or the original lessee; or if the vehicle was first placed in service as a “demonstrator” or “company” car, on the date such vehicle was first placed in service.

Q. “Notice Date”

“Notice Date” means the Court-ordered date by which the Claim Administrator shall mail notice of this Settlement to the Settlement Class. The Notice Date shall be within or up to one-hundred (100) days after the Court enters a Preliminary Approval Order, substantially in the form attached hereto as Exhibit 4.

R. “Proof of Repair Expense”

“Proof of Repair Expense” shall take the form of all of the following: (1) an original or legible copy of a repair invoice(s) or record(s) for the repair covered under the Settlement containing claimant’s name, the make, model and vehicle identification number (“VIN”) of the Settlement Class Vehicle, the name and address of the authorized Volkswagen dealer or non-dealer

service center that performed the covered repair, the date of the covered repair, the Settlement Class Vehicle's mileage at the time of the repair, a description of the repair work performed including the parts repaired/replaced and a breakdown of parts and labor costs, and the amount charged (parts and labor) for the covered repair; (2) proof of the Settlement Class Member's payment for the covered repair; and (3) if the person/entity seeking reimbursement is different from the one to whom the Class Notice was mailed, then proof of the Settlement Class Member's ownership or lease of the Settlement Class Vehicle at the time of the covered repair.

S. "Released Claims" or "Settled Claims"

"Released Claims" or "Settled Claims" means any and all claims, causes of action, demands, debts, suits, liabilities, obligations, damages, losses, actions, rights of action and remedies of any kind, nature and description, whether known or unknown, asserted or unasserted, foreseen or unforeseen, regardless of any legal or equitable theory, existing now or arising in the future, by Plaintiffs and any and all Settlement Class Members (including their successors, heirs, executors, administrators, assigns and representatives) which arise from or in any way relate to the front door wiring harnesses of Settlement Class Vehicles and their associated parts, and/or the Recall 97GF involving said front door wiring harnesses and all replacement parts, including, but not limited to, all claims that were or could have been asserted in the Action and all claims, causes of action, demands, debts, suits, liabilities, obligations, damages, rights or entitlements, losses, actions, rights of action and remedies of any kind, nature and description arising under any state, federal or local statute, law, rule, regulation, and/or common law, and also including any consumer protection, consumer fraud, unfair business practices or deceptive trade practices statutes or laws, any common law causes of action or theories of liability or recovery, and any legal or equitable theories whatsoever including tort, contract, products and/or strict liability, negligence, fraud, misrepresentation, concealment, consumer protection, restitution, quasi-contract, unjust

enrichment, express warranty, implied warranty, the Magnuson-Moss Warranty Act, the Arizona Consumer Fraud Act, the California Song-Beverly Consumer Warranty Act, the California Consumers Legal Remedies Act, the California Unfair Competition Law and False Advertising Law, the Colorado Consumer Protection Act, the Georgia Uniform Deceptive Trade Practices Act, the Georgia Fair Business Practices Act, the Illinois Consumer Fraud and Deceptive Business Practices Act, the Louisiana Unfair Trade Practices and Consumer Protection Law, the Maine Unfair Trade Practices Act, the Maryland Consumer Protection Act, the Massachusetts Consumer Protection Act, the Missouri Merchandising Practices Act, the Nebraska Consumer Protection Act, the New Jersey Consumer Fraud Act, the New York General Business Law, the North Carolina Unfair & Deceptive Trade Practices Act, the Ohio Consumer Sales Practices Act, the Oregon Unlawful Trade Practices Act, the Pennsylvania Unfair Trade Practices and Consumer Protection Law, the South Carolina Unfair Trade Practices Act, the Tennessee Consumer Protection Act of 1977, the Texas Deceptive Trade Practices Act, the Utah Consumer Sales Practices Act, the Virginia Consumer Protection Act, the Washington Consumer Protection Act, the West Virginia Consumer Credit and Protection Act, the Wisconsin Deceptive Trade Practices Act, the Uniform Commercial Code and any federal, state or local derivations thereof, all states' Lemon Laws, secret warranty laws and/or any other statutory or common law theories of liability and/or recovery, whether in law or in equity, and whether known or unknown, and for any and all injuries, losses, damages, remedies, recoveries or entitlements of any kind, nature and description, in law or in equity, under statutory and/or common law, and including, but not limited to, compensatory damages, economic losses or damages, exemplary damages, punitive damages, statutory damages, statutory penalties or rights, restitution, unjust enrichment, injunctive relief, and any other legal or

equitable relief. This release expressly exempts claims for personal injuries and property damage (other than damage to the Settlement Class Vehicle related to the front door wiring harness).

T. “Released Parties”

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

U. “Settlement Class” or “Settlement Class Members”

“Settlement Class” or “Settlement Class Members” means: “All present and former U.S. owners and lessees of Settlement Class Vehicles, as defined in Section I.V. of this Agreement, purchased or leased in the United States of America or Puerto Rico.”

Excluded from the Settlement Class are: (a) all Judges who have presided over the Action and their spouses; (b) all current employees, officers, directors, agents and representatives of Defendant, and their family members; (c) any affiliate, parent or subsidiary of Defendant and any entity in which Defendant has a controlling interest; (d) anyone acting as a used car dealer; (e) anyone who purchased a Settlement Class Vehicle for the purpose of commercial resale; (f) anyone who purchased a Settlement Class Vehicle with salvaged title and/or any insurance company who

acquired a Settlement Class Vehicle as a result of a total loss; (g) any insurer of a Settlement Class Vehicle; (h) issuers of extended vehicle warranties and service contracts; (i) any Settlement Class Member who, prior to the date of the Agreement, settled with and released Defendant or any Released Parties from any Released Claims, and (k) any Settlement Class Member that files a timely and proper Request for Exclusion from the Settlement Class.

V. “Settlement Class Vehicles”

“Settlement Class Vehicles” means certain model year 2019-2023 Atlas and Atlas Cross Sport vehicles, distributed by Volkswagen Group of America, Inc. for sale or lease in the United States and Puerto Rico, which are the subject of Recall 97GF and specifically identified by Vehicle Identification Number (“VIN”) in Exhibit 5 to this Agreement.

W. “Settlement Website”

“Settlement Website” means the website established by the Claim Administrator to provide Settlement Class Members with information and documents relating to the Settlement including the ability to timely submit Claims for Reimbursement online, if Settlement Class Members so choose. The Parties will work with the Claim Administrator to develop the Settlement Website in a form agreeable to the Parties.

II. SETTLEMENT CONSIDERATION

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

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

Effective on the Notice Date, VWGoA will extend the New Vehicle Limited Warranty (“NVLW”) for all Settlement Class Vehicles to cover 100% of the cost of repair or replacement, by an authorized Volkswagen dealer, of a failed front door wiring harness [hereinafter, “Part”] that

was modified and/or installed in the Settlement Class Vehicle pursuant to Recall 97GF (the “Recall”), during a period of up to 5 years or 60,000 miles (whichever occurs first) from the date that the Recall repair was performed on said vehicle. The Warranty Extension applies to all wiring harness-related repairs performed pursuant to the Recall, whether or not involving replacement of the wiring harness itself, and will include any other necessary repair/adjustment to address any warning lights or fault codes resulting from or attendant to a failure of the Part.

Excluded from the Warranty Extension is any failure of the Part resulting from damage, abuse, alteration, modification, collision or crash, vandalism, and/or other impact or outside sources.

The Warranty Extension will be subject to the same terms and conditions as the original NVLW, and is fully transferable to subsequent owners to the extent that the time or mileage limitation of the Warranty Extension has not expired.

B. Reimbursement of Certain Past Paid (and Unreimbursed) Out-of-Pocket Expenses

1. Reimbursement:

Settlement Class Members who submit to the Settlement Claim Administrator (by mail or online through the Settlement Website) a timely and complete Claim for Reimbursement shall be eligible for 100% reimbursement of the past paid (and unreimbursed) cost (parts and labor) of repair or replacement of a failed Part (and any associated diagnostic costs charged and paid for in connection with that repair), performed prior to the Notice Date and within 7 years or 100,000 miles (whichever occurred first) from the vehicle’s In-Service Date. For any such past paid repair that was performed on or after December 22, 2022, the Settlement Class Member must also submit a signed declaration, under penalty of perjury, establishing that he/she/it/they presented their Settlement Class Vehicle to an authorized Volkswagen dealer to have the Recall repair performed

prior to December 22, 2022, but the dealer was unable to perform said repair within that time because a replacement part was not available. Eligible reimbursement includes all paid costs for wiring harness-related repairs, whether or not involving replacement of the wiring harness itself.

If the past paid repair occurred within the original NVLW period but was not performed by an authorized Volkswagen dealer, then the Settlement Class Member must submit records (or a sworn declaration if records are not available after a good faith effort to obtain them) showing that he/she first tried to have the repair performed by an authorized Volkswagen dealer but the dealer declined or was unable to perform the repair.

Reimbursement for a past paid repair performed by a service entity or facility that is not an authorized Volkswagen dealer shall not exceed a maximum reimbursement amount (parts and labor) of \$490.62 for repair of one front door wiring harness and \$672.16 for repair of both front door wiring harnesses.

2. Limitations and Exclusions:

a. Excluded from reimbursement is any front door wiring harness failure resulting from damage, abuse, alteration, modification, collision or crash, vandalism, and/or other impact or damage from outside sources.

b. Any reimbursement shall be reduced by goodwill or other monies or concessions paid by an authorized Volkswagen dealer, any other entity (including insurers and providers of extended warranties or service contracts), or from any other source, for repair or replacement of any front door wiring harness or any wiring harness-related repairs. If the Settlement Class Member received a free replacement or repair, or was otherwise reimbursed the full amount for the repair or replacement, then they will not be entitled to any reimbursement.

c. Defendant shall not be responsible for, and shall not warrant, repair/replacement work performed at any service center or facility that is not an authorized Volkswagen dealer.

3. Required Proof:

In order to obtain the benefits provided for in this Section, the Settlement Class Member must timely provide, together with a fully completed, signed and dated Claim Form, all required Proof of Repair Expense and any necessary declaration(s).

III. REQUIREMENTS FOR SUBMISSION OF A CLAIM FOR REIMBURSEMENT UNDER SECTION II.B. OF THIS AGREEMENT:

A. The Claim must be mailed and post-marked to the Claim Administrator, or submitted online through the Settlement Website, no later than seventy-five (75) days after the Notice Date;

B. The Claim, as timely submitted, must contain a fully completed, signed, and dated Claim Form, together with all required Proof of Repair Expense;

C. If the claimant is not a person to whom the Claim Form was addressed, and/or the vehicle with respect to which a Claim is made is not the vehicle identified by VIN number on the mailed Claim Form, the Claim must contain proof that the claimant is a Settlement Class Member and that the vehicle that is the subject of the Claim is a Settlement Class Vehicle; and the Claim Form and supporting documentation must demonstrate the Settlement Class Member's right to reimbursement, for the amount requested, under the terms and conditions of this Settlement Agreement.

IV. CLAIMS ADMINISTRATION

A. Costs of Administration and Notice

As between the Parties herein, Defendant shall be responsible for the reasonable cost of the Claim Administrator's dissemination of the Class Notice and claim administration. The Parties retain the right to audit and review the Claims-handling by the Claim Administrator, and the Claim Administrator shall report to both parties jointly.

B. Claim Administration

1. Only timely Claims that are complete and satisfy the Settlement criteria for reimbursement can be approved for payment. For each approved reimbursement claim, the Claim Administrator, on behalf of Defendant, shall mail to the Settlement Class Member, at the address listed on the Claim Form, a reimbursement check to be sent within one hundred fifty (150) days of the date of receipt of the Claim, or within one hundred fifty (150) days of the Effective Date, whichever is later. Checks shall remain valid for 180 days.

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

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

4. If the Claim is denied in whole or in part, either for not being timely, not meeting the Settlement criteria for reimbursement, and/or for failure to timely cure any deficiencies or missing or incomplete information/documentation, the Claim Administrator will also notify the Settlement Class Member by sending a letter or notice of the denial by first class mail. Any Settlement Class Member whose claim is denied shall have twenty (20) days from the date of the Claim Administrator's letter/notice of denial to request an "attorney review" of the denial, after which time Class Counsel and Defense Counsel shall meet and confer to determine whether said denial, based upon the Claim Form and documentation previously was correct under the terms of the Settlement, whether the denial should be modified, and/or whether any disputed issues can amicably be resolved. The Claim Administrator will thereafter advise the Settlement Class Member of the attorney review determination, which shall be binding and not appealable.

V. NOTICE

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

B. To Authorized Volkswagen Dealers: Prior to the Notice Date, Defendant shall advise each of its authorized Volkswagen dealers of the basic terms of the Settlement Agreement relating to the Extended Warranty, so that they may effectively communicate with Settlement Class Members and repair Settlement Class Vehicles, if needed, pursuant to the terms of the Extended Warranty. Defense Counsel will advise Class Counsel that authorized Volkswagen dealers were provided such notification.

C. To Settlement Class: The Claim Administrator shall be responsible for the following Settlement Class Notice Plan:

1. On an agreed upon date with the Claim Administrator, but in no event more than one-hundred (100) days after entry of the Preliminary Approval Order, the Claim Administrator shall cause individual post-card Class Notice, substantially in the form attached hereto as Exhibit 2, to be mailed, by first class mail, to the current or last known addresses of all reasonably identifiable Settlement Class Members. A longer form Class Notice, substantially in the form attached hereto as Exhibit 3, will be made available on the Settlement Website. The Claim Administrator will also provide email notice of the post-card to those Settlement Class Members for whom an email address is available from VWGoA's records regarding a particular Settlement Class Vehicle, to the extent that VWGoA's providing of such email addresses is not prohibited or restricted by agreement, customer/e-mail addressee request or restriction, and/or privacy or confidentiality laws, rules, or Company internal policies. Defendant may format the Class Notice in such a way as to minimize the cost of the mailing, so long as Settlement Class Members can reasonably read it and Class Counsel approves all changes and formatting. The Claim Administrator shall be responsible for mailing of the Class Notice.

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

3. Prior to mailing the Class Notice, the Claim Administrator shall conduct an address search through the United States Postal Service's National Change of Address database to

update the address information for Settlement Class Vehicle owners and lessees. For each individual Class Notice that is returned as undeliverable, the Claim Administrator shall re-mail all Class Notices where a forwarding address has been provided. For the remaining undeliverable notice packets where no forwarding address is provided, the Claim Administrator shall perform an advanced address search (e.g., a skip trace) and re-mail any undeliverable to the extent any new and current addresses are located.

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

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

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

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

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

VI. RESPONSE TO NOTICE

A. Objection to Settlement

Any Settlement Class Member who intends to object to the fairness of this Settlement Agreement and/or to Class Counsel's Fee and Expense Application must, by the date specified in the Preliminary Approval Order and recited in the Class Notice, which date shall be approximately forty-five (45) days after the Notice Date ("Objection Deadline"), either (i) file any such objection, together with any supporting briefs and documents, with the Court either in person at the Clerk's Office of the United States District Court, District of New Jersey located at the Martin Luther King Jr. Federal Building and United States Courthouse, 50 Walnut Street, Newark, New Jersey 07102, or (ii) file same via the Court's electronic filing system, or (iii) if not filed in person or via the Court's electronic system, mail the objection, together with any supporting briefs and documents, by U.S. first-class mail post-marked no later than the Objection Deadline, to all of the following: the Court at Martin Luther King Jr. Federal Building and United States Courthouse, 50 Walnut Street, Newark, New Jersey 07102, James E. Cecchi, Esq., Carella, Byrne, Cecchi, Brody & Agnello, P.C., 5 Becker Farm Road, Roseland, NJ 07068 on behalf of Plaintiffs, and Michael B. Gallub, Esq., Shook, Hardy & Bacon L.L.P., 1 Rockefeller Plaza, Suite 2801, New York, NY 10020 on behalf of Defendant.

1. Any objecting Settlement Class Member must include with his or her objection:

(a) the objector's full name, address, and telephone number,

(b) the model, model year and Vehicle Identification Number of the Settlement Class Vehicle, along with proof that the objector has owned or leased the Settlement Class Vehicle (i.e., a true copy of a vehicle title, registration, or license receipt);

(c) a written statement of all grounds for the objection accompanied by any legal support for such objection;

(d) copies of any papers, briefs, or other documents upon which the objection is based and are pertinent to the objection;

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

(f) a statement of whether the objecting Settlement Class Member intends to appear at the Final Fairness Hearing, either with or without counsel, and the identity(ies) of any counsel who will appear on behalf of the Settlement Class Member objection at the Final Fairness Hearing; and

(g) a list of all other objections submitted by the objector, and/or the objector's counsel, to any class action settlements submitted in any court in the United States in the previous five (5) years, including the full case name with jurisdiction in which it was filed and the docket number. If the Settlement Class Member or his/her/its counsel has not objected to any other class action settlement in the United States in the previous five years, he/she/it shall affirmatively so state in the objection.

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

3. Subject to the approval of the Court, any timely and properly objecting Settlement Class Member may appear, in person or by counsel, at the Final Fairness Hearing to explain why the proposed Settlement should not be approved as fair, reasonable, and adequate, or to object to any motion for Class Counsel Fees and Expenses or Class Representative service awards. In order to appear at the Final Fairness Hearing, the objecting Settlement Class Member must, no later than the Objection Deadline, file with the Clerk of the Court, and serve upon all counsel designated in the Class Notice, a Notice of Intention to Appear at the Final Fairness Hearing. The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence and identity of witnesses that the objecting Settlement Class Member (or the objecting Settlement Class Member's counsel) intends to present to the Court in connection with the Final Fairness Hearing. Any Settlement Class Member who does not provide a Notice of Intention to Appear in accordance with the deadline and other specifications set forth in the Class Notice, or who has not filed an objection in accordance with the deadline and other requirements set forth in the Settlement Agreement and Class Notice, shall be deemed to have waived and relinquished any right to appear, in person or by counsel, at the Final Fairness Hearing.

B. Request for Exclusion from the Settlement

1. Any Settlement Class Member who wishes to be excluded from the Settlement Class must timely mail, by U.S. first-class mail, a request for exclusion ("Request for Exclusion") to the Claim Administrator and counsel for the Parties, by the deadline set forth below and specified in the Preliminary Approval Order. To be effective, the Request for Exclusion must be sent to the specified addresses and:

- (a) include the Settlement Class Member's full name, address and telephone number;

(b) identify the model, model year and VIN of the Settlement Class Vehicle;
and

(c) specifically and unambiguously state his/her/its desire to be excluded from the Settlement Class.

2. Any request for exclusion must be postmarked on or before the deadline set by the Court, which date shall be approximately forty-five (45) days after the Notice Date, and mailed to each of the following: JND Legal Administration, at an address to be provided; James E. Cecchi, Esq., Carella, Byrne, Cecchi, Brody & Agnello, P.C., 5 Becker Farm Road, Roseland, NJ 07068; and Michael B. Gallub, Esq., Shook, Hardy & Bacon L.L.P., 1 Rockefeller Plaza, Suite 2801, New York, NY 10020. Any Settlement Class Member who fails to submit a timely and complete Request for Exclusion mailed to the proper addresses shall be subject to and bound by this Settlement Agreement, the Release, and every order or judgment entered relating to this Settlement Agreement.

3. Class Counsel and Defense Counsel will review the purported Requests for Exclusion and determine whether they meet the requirements of a valid Request for Exclusion. Any communications from Settlement Class Members (whether styled as an exclusion request, an objection or a comment) as to which it is not readily apparent whether the Settlement Class Member meant to exclude himself/herself/itself from the Settlement Class will be evaluated jointly by counsel for the Parties, who will make a good faith evaluation, if possible. Any uncertainties about whether a Settlement Class Member is requesting exclusion from the Settlement Class will be submitted to the Court for resolution. The Claim Administrator will maintain a database of all Requests for Exclusion, and will send written communications memorializing those Requests for Exclusion to Class Counsel and Defense Counsel. The Claim Administrator shall report the names

of all such persons and entities requesting exclusion, and the VINs of the Settlement Class Vehicles owned or leased by the persons and entities requesting exclusion, to the Court, Class Counsel and Defense Counsel at least eighteen (18) days prior to the Final Fairness Hearing, and the list of persons and entities deemed by the Court to have timely and properly excluded themselves from the Settlement Class will be attached as an exhibit to the Final Order and Judgment.

VII. WITHDRAWAL FROM SETTLEMENT

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

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

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

3. Entry of the Final Order and Judgment described in this Agreement is vacated by the Court or reversed or substantially modified by an appellate court, except that a reversal or

modification of an order awarding reasonable attorneys' fees and expenses, if any, shall not be a basis for withdrawal; or

4. In addition to the above grounds, the Defendant shall have the option to withdraw from this Settlement Agreement, and to render it null and void, if more than ten percent (10%) of the persons and entities identified as being members of the Settlement Class exclude themselves from the Settlement Class.

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

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

VIII. ADMINISTRATIVE OBLIGATIONS

A. In connection with the administration of the Settlement, the Claim Administrator shall maintain a record of all contacts from Settlement Class Members regarding the Settlement, any claims submitted pursuant to the Settlement and any responses thereto. The Claim Administrator, on a monthly basis, shall provide to Class Counsel and Defense Counsel summary information concerning the number of claims made, number of claims approved, the number of claims denied, the number of claims determined to be deficient, and total dollar amount of payouts on claims made, such that Class Counsel and Defense counsel may inspect and monitor the claims process.

B. Except as otherwise stated in this Agreement, all reasonable expenses of the Claim Administrator incurred in administering this Settlement Agreement, including the Claim Administrator's cost of disseminating the Class Notice and of distributing and administering the benefits of the Settlement Agreement, shall be paid by Defendant.

IX. SETTLEMENT APPROVAL PROCESS

A. Preliminary Approval of Settlement

Promptly after the execution of this Settlement Agreement, Class Counsel shall present this Settlement Agreement to the Court, along with a motion requesting that the Court issue a Preliminary Approval Order substantially in the form attached as Exhibit 4.

B. Final Approval of Settlement

1. If this Settlement Agreement is preliminarily approved by the Court, and pursuant to a schedule set forth in the Preliminary Approval Order or otherwise agreed to by the Parties, Class Counsel shall present a motion requesting that the Court grant final approval of the Settlement and issue a Final Order and Judgment approving the Settlement, dismissing the Action

with prejudice, and directing the entry of judgment pursuant to Fed. R. Civ. P. 54(b) substantially in a form to be agreed by the Parties.

2. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. Such best efforts shall include taking all reasonable steps to secure entry of a Final Order and Judgment, as well as supporting the Settlement and the terms of this Settlement Agreement through any appeal.

C. Plaintiffs' Application for Attorney Fees and Incentive Awards

1. After the parties reached an agreement on the material terms of this Settlement, the Parties began to discuss the issue of reasonable Class Counsel Fees and Expenses and Class Representative service awards. As a result of adversarial arm's length negotiations thereafter, the Parties hereby agree that Class Counsel may apply to the Court ("Fee and Expense Application") for a combined award of reasonable attorneys' fees, costs and expenses (hereinafter, collectively, "Class Counsel Fees and Expenses") in an amount up to, but not exceeding, the total combined sum of \$1,950,000.00 for all Class Counsel and all fees, costs and expenses collectively. Class Counsel may apply for such an award, up to that total combined sum, on or before twenty-one (21) days prior to the deadline in the Preliminary Approval Order for objections and/or requests for exclusion, or as otherwise directed by the Court. Class Counsel shall not accept any amount of Class Counsel Fees and Expenses exceeding said total combined and collective sum. The award of reasonable Class Counsel Fees and Expenses, to the extent consistent with this Agreement, shall

be paid by Defendant as set forth below, and shall not reduce or in any way affect any benefits available to the Settlement Class pursuant to this Agreement.

2. The Parties agree that Class Counsel may also, as part of the Fee and Expense Application, apply to the Court for a reasonable service award of up to, but not exceeding, \$2,500.00 each to the following named Plaintiffs, Dana Potvin, Lisa Bultman, Michael McKarry, David Wabakken, Mohamed Hassan, Christina Merrill, Eric Levine, Patrick Donahue, Debbi Brown, Carol Radice, Terrence Berry, Amanda Green, David Wildhagen, Katy Doyle, Tashia Clendaniel, Hogan Popkess, Kory Wheeler, Harry O'Boyle, Joe Ramagli, Eric Kovalik, Charles Hillier, Labranda Shelton, Adam Moore, Tina Grove, Keech Arnsten, Scott Carter, Mike Sherrod, Christi Johnson, Mary Koelzer, and Mark Stevens, who are serving as putative class representatives in the Action ("Settlement Class Representatives").

3. The Class Counsel Fees and Expenses and Settlement Class Representative Service Awards, to the extent consistent with this Agreement, shall be paid as directed by the Court by wire transfer to Carella, Byrne, Cecchi, Brody & Agnello., P.C. ("Carella Byrne") within thirty (30) days after the later of the Effective Date of the Settlement or the date of entry of the Final Order and Judgment for attorney fees, expenses, and service awards, including final termination or disposition of any appeals relating thereto. Said payment to Carella Byrne shall fully satisfy and discharge all obligations of Defendant and the Released Parties with respect to payment of the Class Counsel Fees and Expenses, any attorneys' fees in connection with this Action, and Settlement Class Representative service awards, and Carella Byrne shall thereafter have sole responsibility to distribute the appropriate portions of said payment to the other Class Counsel and the Settlement Class representatives.

4. The procedure for, and the grant, denial, allowance or disallowance by the Court of the Fee and Expense Application, are not part of the Settlement, and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the Settlement. Any order or proceedings relating solely to the Fee and Expense Application, or any appeal from any order related thereto or reversal or modification thereof, will not operate to terminate or cancel this Agreement, or affect or delay the Effective Date of the Settlement if it is granted final approval by the Court. Payment of Class Counsel Fees and Expenses and the Settlement Class Representatives' service awards will not reduce the benefits to which Settlement Class Members may be eligible under the Settlement terms, and the Settlement Class Members will not be required to pay any portion of the Settlement Class Representatives' service awards or Class Counsel Fees and Expenses.

D. Release of Plaintiffs' and Settlement Class Members' Claims

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

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

3. Upon the Effective Date, the Action will be deemed dismissed with prejudice.

X. MISCELLANEOUS PROVISIONS

A. Effect of Exhibits

The exhibits to this Agreement are an integral part of the Settlement and are expressly incorporated and made a part of this Agreement.

B. No Admission of Liability

Neither the fact of, nor any provision contained in this Agreement, nor any action taken hereunder, shall constitute, or be construed as, any admission of the validity of any claim or any fact alleged in the Action or of any wrongdoing, fault, violation of law or liability of any kind on the part of Defendant and the Released Parties, or any admissions by Defendant and the Released Parties of any claim or allegation made in any action or proceeding against them. The Parties understand and agree that neither this Agreement, nor the negotiations that preceded it, shall be offered or be admissible in evidence against Defendant, the Released Parties, the Plaintiffs or the Settlement Class Members, or cited or referred to in the Action or any action or proceeding, except in an action or proceeding brought to enforce the terms of this Agreement.

C. Entire Agreement

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

D. Arm's-Length Negotiations and Good Faith

The Parties have negotiated all of the terms and conditions of this Agreement at arm's-length. All terms, conditions and exhibits in their exact form are material and necessary to this Agreement and have been relied upon by the Parties in entering into this Agreement.

E. Continuing Jurisdiction

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

F. Binding Effect of Settlement Agreement

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

G. Extensions of Time

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

H. Service of Notice

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

As to Plaintiffs: James E. Cecchi, Esq.
Carella, Byrne, Cecchi, Brody & Agnello, P.C.,
5 Becker Farm Road
Roseland, New Jersey 07068

As to Defendant: Michael B. Gallub, Esq.
Shook, Hardy & Bacon L.L.P.
1 Rockefeller Plaza, 28th Floor
New York, New York 10020

I. Authority to Execute Settlement Agreement

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

J. Discovery

Defendant will continue to participate in reasonable confirmatory discovery to be agreed by the Parties.

K. Return of Confidential Materials

All documents and information designated as “confidential” and produced or exchanged in the Action, shall be returned or destroyed no later than 60 days after the Court’s entry of a Final Order and Judgment approving this Settlement Agreement. Counsel for each Party shall provide a certification to the other that commercially reasonable efforts have been made to assure that all “confidential” material has been returned or destroyed in accordance with this Section, and affirming that the receiving party has not retained originals, copies, abstracts, compilations, summaries or any other format reproducing or capturing the “confidential” material.

L. No Assignment

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

M. No Third-Party Beneficiaries

This Agreement shall not be construed to create rights in, or to grant remedies to, or delegate any duty, obligation or undertaking established herein to any third party (other than Settlement Class Members themselves) as a beneficiary of this Agreement. However, this does

not apply to, or, in any way, limit, any Released Party's right to enforce the Release of Claims set forth in this Agreement.

N. Construction

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

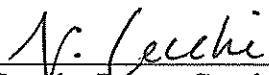
O. Captions

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

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

ON BEHALF OF PLAINTIFFS:

Dated: ^{April} ~~March~~ 3, 2024



Carella, Byrne, Cecchi, Brody & Agnello,
P.C.
Class Counsel
By: James E. Cecchi

Dated: March _____, 2024

Hagens Berman Sobol Shapiro, LLP
Class Counsel
By:

not apply to, or, in any way, limit, any Released Party's right to enforce the Release of Claims set forth in this Agreement.

N. Construction

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

O. Captions

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


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

ON BEHALF OF PLAINTIFFS:

Dated: March __, 2024

Carella, Byrne, Cecchi, Brody & Agnello,
P.C.
Class Counsel
By: James E. Cecchi

Dated: ~~March~~ ^{April} 8, 2024



Hagens Berman Sobol Shapiro, LLP
Class Counsel
By:

Apr 3, 2024

Dated: March ____, 2024

Jeffrey S. Goldenberg
Jeffrey S. Goldenberg (Apr 3, 2024 13:57 EDT)

Goldenberg Schneider, LPA
Class Counsel
By: Jeffrey S. Goldenberg

Dated: March ____, 2024

The Law Offices of Sean K. Collins
Class Counsel
By:

Dated: March ____, 2024

Lemberg Law LLC
Class Counsel
By:

Dated: March ____, 2024

Dana Potvin

Dated: March ____, 2024

Lisa Bultman

Dated: March ____, 2024

Michael McKarry

Dated: March ____, 2024

David Wabakken

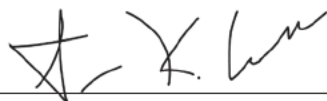
Dated: March ____, 2024

Mohammed Hassan

Dated: March ____, 2024

Goldenberg Schneider, LPA
Class Counsel
By:

Dated: ~~March~~ April 3 ____, 2024



The Law Offices of Sean K. Collins
Class Counsel
By: Sean K. Collins

Dated: March ____, 2024

Lemberg Law LLC
Class Counsel
By:

Dated: March ____, 2024

Dana Potkin

Dated: March ____, 2024

Lisa Bultman

Dated: March ____, 2024

Michael McKarry

Dated: March ____, 2024

David Wabakken

Dated: March ____, 2024

Mohammed Hassan

Dated: March ____, 2024

Goldenberg Schneider, LPA
Class Counsel
By:

Dated: March ____, 2024

The Law Offices of Sean K. Collins
Class Counsel
By:

Dated: March ____, 2024

**Sergei
Lemberg** Digitally signed by Sergei Lemberg
DN: cn=Sergei Lemberg, c=US,
o=Lemberg Law LLC,
email=slemberg@leberglaw.com
Reason: I have reviewed this document
Date: 2024.04.08 10:18:31 -04'00'

Lemberg Law LLC
Class Counsel
By:

Dated: March ____, 2024

Dana Potkin

Dated: March ____, 2024

Lisa Bultman

Dated: March ____, 2024

Michael McKarry

Dated: March ____, 2024

David Wabakken

Dated: March ____, 2024

Mohammed Hassan

Dated: March ____, 2024

Goldenberg Schneider, LPA
Class Counsel
By:

Dated: March ____, 2024

The Law Offices of Sean K. Collins
Class Counsel
By:

Dated: March ____, 2024

Lemberg Law LLC
Class Counsel
By:

Mar 21, 2024



Dana Potvin (Mar 21, 2024 16:45 EDT)

Dated: March ____, 2024

Dana Potvin

Dated: March ____, 2024

Lisa Bultman

Dated: March ____, 2024

Michael McKarry

Dated: March ____, 2024

David Wabakken

Dated: March ____, 2024

Mohammed Hassan

Dated: March ____, 2024

Goldenberg Schneider, LPA
Class Counsel
By:

Dated: March ____, 2024

The Law Offices of Sean K. Collins
Class Counsel
By:

Dated: March ____, 2024

Lemberg Law LLC
Class Counsel
By:

Dated: March ____, 2024

Dana Potvin

Mar 27, 2024

Lisa Bultman
Lisa Bultman (Mar 27, 2024 09:25 PDT)

Dated: March ____, 2024

Lisa Bultman

Dated: March ____, 2024

Michael McKarry

Dated: March ____, 2024

David Wabakken

Dated: March ____, 2024

Mohammed Hassan

Dated: March ____, 2024

Goldenberg Schneider, LPA
Class Counsel
By:

Dated: March ____, 2024

The Law Offices of Sean K. Collins
Class Counsel
By:

Dated: March ____, 2024

Lemberg Law LLC
Class Counsel
By:


Dated: March ____, 2024

Dana Potvin

Dated: March ____, 2024

Lisa Bultman

Mar 22, 2024



Michael T. McKarry (Mar 22, 2024 12:21 EDT)

Dated: March ____, 2024

Michael McKarry

Dated: March ____, 2024

David Wabakken

Dated: March ____, 2024

Mohammed Hassan

Dated: March ____, 2024

Goldenberg Schneider, LPA
Class Counsel
By:

Dated: March ____, 2024

The Law Offices of Sean K. Collins
Class Counsel
By:

Dated: March ____, 2024

Lemberg Law LLC
Class Counsel
By:

Dated: March ____, 2024

Dana Potvin


Dated: March ____, 2024

Lisa Bultman

Dated: March ____, 2024

Michael McKarry

Mar 19, 2024



Tricia Wabakken (Mar 19, 2024 15:18 PDT)

Dated: March ____, 2024

David Wabakken

Dated: March ____, 2024

Mohammed Hassan

Dated: March ____, 2024

Goldenberg Schneider, LPA
Class Counsel
By:

Dated: March ____, 2024

The Law Offices of Sean K. Collins
Class Counsel
By:

Dated: March ____, 2024

Lemberg Law LLC
Class Counsel
By:

Dated: March ____, 2024

Dana Potkin

Dated: March ____, 2024

Lisa Bultman


Dated: March ____, 2024

Michael McKarry

Dated: March ____, 2024

David Wabakken

Dated: March ²² ____, 2024

DocuSigned by:


266D3236495F4B6...
Mohammed Hassan

Mar 26, 2024


Christina Merrill (Mar 26, 2024 09:48 EDT)

Dated: March ____, 2024

Christina Merrill

Dated: March ____, 2024

Eric Levine

Dated: March ____, 2024

Patrick Donahue

Dated: March ____, 2024

Debbi Brown

Dated: March ____, 2024

Carol Radice

Dated: March ____, 2024

Terrence Berry

Dated: March ____, 2024

Amanda Green

Dated: March ____, 2024

David Wildhagen

Dated: March ____, 2024

Christina Merrill

Mar 31, 2024

Dated: March ____, 2024

ERIC LEVINE
ERIC LEVINE (Mar 31, 2024 22:11 EDT)

Eric Levine

Dated: March ____, 2024

Patrick Donahue

Dated: March ____, 2024

Debbi Brown

Dated: March ____, 2024

Carol Radice

Dated: March ____, 2024

Terrence Berry

Dated: March ____, 2024

Amanda Green

Dated: March ____, 2024

David Wildhagen

Dated: March ____, 2024

Christina Merrill

Dated: March ____, 2024

Eric Levine

Apr 1, 2024

Patrick Donahue
Patrick Donahue (Apr 1, 2024 09:09 MDT)

Dated: March ____, 2024

Patrick Donahue

Dated: March ____, 2024

Debbi Brown

Dated: March ____, 2024

Carol Radice

Dated: March ____, 2024

Terrence Berry

Dated: March ____, 2024

Amanda Green

Dated: March ____, 2024

David Wildhagen

Dated: March ____, 2024

Christina Merrill

Dated: March ____, 2024


Eric Levine

Dated: March ____, 2024

Patrick Donahue

Mar 22, 2024

Dated: March ____, 2024



Debbi Brown (Mar 22, 2024 10:50 EDT)

Debbi Brown

Dated: March ____, 2024

Carol Radice

Dated: March ____, 2024

Terrence Berry

Dated: March ____, 2024

Amanda Green

Dated: March ____, 2024

David Wildhagen

Dated: March ____, 2024

Christina Merrill

Dated: March ____, 2024

Eric Levine

Dated: March ____, 2024

Patrick Donahue

Dated: March ____, 2024

Debbi Brown

Mar 20, 2024

Carol Radice

Dated: March ____, 2024

Carol Radice

Dated: March ____, 2024

Terrence Berry

Dated: March ____, 2024

Amanda Green

Dated: March ____, 2024

David Wildhagen

Dated: March ____, 2024

Christina Merrill

Dated: March ____, 2024

Eric Levine

Dated: March ____, 2024

Patrick Donahue

Dated: March ____, 2024


Debbi Brown

Dated: March ____, 2024

Carol Radice

Mar 27, 2024

Dated: March ____, 2024



Terrence Berry (Mar 27, 2024 15:31 EDT)

Terrence Berry

Dated: March ____, 2024

Amanda Green

Dated: March ____, 2024

David Wildhagen

Dated: March ____, 2024

Christina Merrill

Dated: March ____, 2024

Eric Levine

Dated: March ____, 2024

Patrick Donahue

Dated: March ____, 2024

Debbi Brown

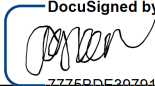
Dated: March ____, 2024

Carol Radice

Dated: March ____, 2024

Terrence Berry

Dated: March ²² ____, 2024

DocuSigned by:


7775BDE39791419...
Amanda Green

Dated: March ____, 2024

David Wildhagen

Dated: March ____, 2024

Christina Merrill

Dated: March ____, 2024

Eric Levine

Dated: March ____, 2024

Patrick Donahue

Dated: March ____, 2024

Debbi Brown

Dated: March ____, 2024

Carol Radice

Dated: March ____, 2024


Terrence Berry

Dated: March ____, 2024

Amanda Green

Mar 21, 2024

Dated: March ____, 2024



David Wildhagen (Mar 21, 2024 17:02 EDT)

David Wildhagen

Mar 20, 2024

Dated: March ____, 2024

Katy Doyle
Katy Doyle (Mar 20, 2024 08:47 CDT)

Katy Doyle

Dated: March ____, 2024

Tashia Clendaniel

Dated: March ____, 2024

Hogan Popkess

Dated: March ____, 2024

Kory Wheeler

Dated: March ____, 2024

Harry O'Boyle

Dated: March ____, 2024

Joe Ramagli

Dated: March ____, 2024

Eric Kovalik

Dated: March ____, 2024

Charles Hillier

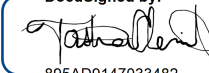
Dated: March ____, 2024

Labranda Shelton

Dated: March ____, 2024

Katy Doyle

22
Dated: March ____, 2024

DocuSigned by:

895AD9147033482...

Tashia Clendaniel

Dated: March ____, 2024

Hogan Popkess

Dated: March ____, 2024

Kory Wheeler

Dated: March ____, 2024

Harry O'Boyle

Dated: March ____, 2024

Joe Ramagli

Dated: March ____, 2024

Eric Kovalik

Dated: March ____, 2024

Charles Hillier

Dated: March ____, 2024

Labranda Shelton

Dated: March____, 2024

Katy Doyle

Dated: March____, 2024

Tashia Clendaniel

Mar 27, 2024

Dated: March____, 2024

Hogan Popkess
Hogan Popkess (Mar 27, 2024 11:56 EDT)

Hogan Popkess

Dated: March____, 2024

Kory Wheeler

Dated: March____, 2024

Harry O'Boyle

Dated: March____, 2024

Joe Ramagli

Dated: March____, 2024

Eric Kovalik

Dated: March____, 2024

Charles Hillier

Dated: March____, 2024

Labranda Shelton

Dated: March ____, 2024

Katy Doyle

Dated: March ____, 2024


Tashia Clendaniel

Dated: March ____, 2024

Hogan Popkess

Mar 20, 2024

Dated: March ____, 2024



Kory Wheeler (Mar 20, 2024 19:33 EDT)

Kory Wheeler

Dated: March ____, 2024

Harry O'Boyle

Dated: March ____, 2024

Joe Ramagli

Dated: March ____, 2024

Eric Kovalik

Dated: March ____, 2024

Charles Hillier

Dated: March ____, 2024

Labranda Shelton

Dated: March ____, 2024

Katy Doyle

Dated: March ____, 2024

Tashia Clendaniel

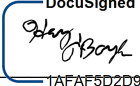
Dated: March ____, 2024

Hogan Popkess

Dated: March ____, 2024

Kory Wheeler

Dated: March ²⁵ ____, 2024

DocuSigned by:


1AEAF5D2D934477...
Harry O'Boyle

Dated: March ____, 2024

Joe Ramagli

Dated: March ____, 2024

Eric Kovalik

Dated: March ____, 2024

Charles Hillier

Dated: March ____, 2024

Labranda Shelton

Dated: March ____, 2024

Katy Doyle

Dated: March ____, 2024

Tashia Clendaniel

Dated: March ____, 2024

Hogan Popkess

Dated: March ____, 2024


Kory Wheeler

Dated: March ____, 2024

Harry O'Boyle

Mar 19, 2024

Dated: March ____, 2024



Joe Ramagli (Mar 19, 2024 18:37 EDT)

Joe Ramagli

Dated: March ____, 2024

Eric Kovalik

Dated: March ____, 2024

Charles Hillier

Dated: March ____, 2024

Labranda Shelton

Dated: March ____, 2024

Katy Doyle

Dated: March ____, 2024

Tashia Clendaniel

Dated: March ____, 2024

Hogan Popkess

Dated: March ____, 2024

Kory Wheeler

Dated: March ____, 2024

Harry O'Boyle

Dated: March ____, 2024

Joe Ramagli

Mar 25, 2024

Dated: March ____, 2024

Eric Kovalik
Eric Kovalik (Mar 25, 2024 13:48 EDT)

Eric Kovalik

Dated: March ____, 2024

Charles Hillier

Dated: March ____, 2024

Labranda Shelton

Dated: March ____, 2024

Katy Doyle

Dated: March ____, 2024

Tashia Clendaniel

Dated: March ____, 2024

Hogan Popkess

Dated: March ____, 2024

Kory Wheeler

Dated: March ____, 2024

Harry O'Boyle

Dated: March ____, 2024

Joe Ramagli

Dated: March ____, 2024

Eric Kovalik

Mar 22, 2024

Dated: March ____, 2024

C. Brandon Hillier
C. Brandon Hillier (Mar 22, 2024 14:01 CDT)

Charles Hillier

Dated: March ____, 2024

Labranda Shelton

Dated: March____, 2024

Katy Doyle

Dated: March____, 2024

Tashia Clendaniel

Dated: March____, 2024

Hogan Popkess

Dated: March____, 2024

Kory Wheeler

Dated: March____, 2024

Harry O'Boyle

Dated: March____, 2024

Joe Ramagli

Dated: March____, 2024

Eric Kovalik

Dated: March____, 2024

Charles Hillier

Mar 27, 2024

Labranda Shelton


Labranda Shelton (Mar 27, 2024 11:10 CDT)

Dated: March____, 2024

Labranda Shelton

Mar 19, 2024

Dated: March ____, 2024


Adam Moore (Mar 19, 2024 18:36 MDT)

Adam Moore

Dated: March ____, 2024

Tina Grove

Dated: March ____, 2024

Keech Arnstein

Dated: March ____, 2024

Scott Carter

Dated: March ____, 2024

Mike Sherrod

Dated: March ____, 2024

Christi Johnson

Dated: March ____, 2024

Mary Koelzer

Dated: March ____, 2024

Mark Stevens

Dated: March ____, 2024

Adam Moore

Dated: March ²⁷ ____, 2024

DocuSigned by:
Tina Grove
92AD05D0091E4D7...
Tina Grove

Dated: March ____, 2024

Keech Arnstein

Dated: March ____, 2024

Scott Carter

Dated: March ____, 2024

Mike Sherrod

Dated: March ____, 2024

Christi Johnson

Dated: March ____, 2024

Mary Koelzer

Dated: March ____, 2024

Mark Stevens

Dated: March ____, 2024


Adam Moore

Dated: March ____, 2024

Tina Grove

Mar 29, 2024

Dated: March ____, 2024



Keech Arnstein (Mar 29, 2024 11:48 PDT)

Keech Arnstein

Dated: March ____, 2024

Scott Carter

Dated: March ____, 2024

Mike Sherrod

Dated: March ____, 2024

Christi Johnson

Dated: March ____, 2024

Mary Koelzer

Dated: March ____, 2024

Mark Stevens

Dated: March ____, 2024

Adam Moore

Dated: March ____, 2024


Tina Grove

Dated: March ____, 2024

Keech Arnstein

Mar 19, 2024

Dated: March ____, 2024



Scott Carter (Mar 19, 2024 17:56 CDT)

Scott Carter

Dated: March ____, 2024

Mike Sherrod

Dated: March ____, 2024

Christi Johnson

Dated: March ____, 2024

Mary Koelzer

Dated: March ____, 2024

Mark Stevens

Dated: March ____, 2024

Adam Moore

Dated: March ____, 2024

Tina Grove

Dated: March ____, 2024

Keech Arnstein

Dated: March ____, 2024

Scott Carter

04/05/2024

Dated: March ____, 2024

Mike Sherrod

Mike Sherrod

Dated: March ____, 2024

Christi Johnson

Dated: March ____, 2024

Mary Koelzer

Dated: March ____, 2024

Mark Stevens

Dated: March____, 2024

Adam Moore

Dated: March____, 2024

Tina Grove

Dated: March____, 2024

Keech Arnstein

Dated: March____, 2024


Scott Carter

Dated: March____, 2024

Mike Sherrod

Mar 19, 2024

Dated: March____, 2024


Christi Johnson (Mar 19, 2024 17:37 CDT)

Christi Johnson

Dated: March____, 2024

Mary Koelzer

Dated: March____, 2024

Mark Stevens

Dated: March ____, 2024

Adam Moore

Dated: March ____, 2024

Tina Grove

Dated: March ____, 2024

Keech Arnstein

Dated: March ____, 2024

Scott Carter

Dated: March ____, 2024

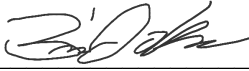
Mike Sherrod

Dated: March ____, 2024

Christi Johnson

04/05/2024

Dated: March ____, 2024



Mary Koelzer

Dated: March ____, 2024

Mark Stevens

Dated: March ____, 2024

Adam Moore

Dated: March ____, 2024

Tina Grove

Dated: March ____, 2024

Keech Arnstein

Dated: March ____, 2024

Scott Carter

Dated: March ____, 2024

Mike Sherrod


Dated: March ____, 2024

Christi Johnson

Dated: March ____, 2024

Mary Koelzer

04/08/2024
Dated: March ____, 2024



Mark Stevens

ON BEHALF OF DEFENDANT:

Dated: May 22, 2024



Michael B. Gallub, Esq.
Shook, Hardy & Bacon L.L.P.
1 Rockefeller Plaza, Suite 2801
New York, New York 10020