

Rieger v Volkswagen Group of America
c/o JND Legal Administration
PO Box 91369
Seattle, WA 98111

Vehicle ID Number (VIN):

OIL CONSUMPTION REIMBURSEMENT CLAIM FORM

TO RECEIVE REIMBURSEMENT FOR CERTAIN PAST EXPENSES:

You must, **no later than April 15, 2024**, complete, sign and mail this Claim Form, and provide the specified records to **Rieger v Volkswagen Group of America, c/o JND Legal Administration, PO Box 91369, Seattle, WA 98111**, in order to receive reimbursement of certain past out-of-pocket expenses for one covered repair to address excessive oil consumption or fractured piston(s) and/or of engine damage caused by excessive oil consumption or fractured piston(s) of a Settlement Class Vehicle in *Rieger, et al. v. Volkswagen Group of America, Inc., et al.*, No. 1:21-cv-10546 (D.N.J.).

FIVE STEPS FOR SUBMITTING A CLAIM FOR REIMBURSEMENT:

(1) Verify Your Contact Information above:

If your contact information is incorrect, please correct it in the boxes provided below:

First Name:	MI:	Last Name:
Address:		
City:	State:	ZIP Code:
Telephone Number:	Vehicle ID Number (VIN):	
Vehicle Make:	Vehicle Model:	

Questions? Call 1-877-231-0648 or visit www.PistonSettlement.com
To view JND's privacy policy, please visit <https://www.jndla.com/privacy-policy>

(2) **Provide a Repair Order and/or Other Records (original or legible copies) for the Repair which Must Include the Following Information:**

- (a) Your name and address;
- (b) The make, model and Vehicle Identification Number (VIN) of your Settlement Class Vehicle that had the repair;
- (c) The date of the repair of your Settlement Class Vehicle;
- (d) The name and address of the authorized Audi dealership or non-dealer service facility that performed the Repair;
- (e) A description of the repair work performed (demonstrating that this was a repair covered under the Settlement) including the parts repaired/replaced and a breakdown of the parts and labor costs;
- (f) The vehicle's mileage at the time of the repair;
- (g) If you are not the person to whom the Class Notice was mailed, you must also provide proof of ownership of the Settlement Class Vehicle;
- (h) **If the repair was performed during the original New Vehicle Limited Warranty period, and was not performed by an authorized Audi dealer:** You must also submit, in addition to the above, documentation (such as a written estimate or invoice) confirming that prior to having it performed, you first attempted to have the repair performed by an authorized Audi dealer and that the dealer would not or was unable to perform the repair free of charge. If you are unable to obtain such documentation despite a good faith effort to do so, you may, instead, submit, with your completed Claim Form, a signed Declaration attesting to this fact and setting forth the good faith efforts you made to obtain the documentation. A form Declaration can be downloaded from the settlement website: **www.PistonSettlement.com** and
- (i) Proof of payment, including the amount paid, for the covered repair.

Total Dollar Amount Claimed For Repair:

\$

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(3) **Provide Proof of Adherence to Vehicle Maintenance Schedule**

Provide documents or records evidencing your adherence to the oil maintenance aspects of the Settlement Class Vehicle's maintenance schedule set forth in the Warranty and Maintenance Booklet during the time you owned and/or leased the vehicle up to the date/mileage of the repair or replacement, within a variance of ten percent (10%) of each scheduled time/mileage oil maintenance interval. If, however, you are unable to obtain said documents or records despite a good faith effort to obtain them, you may submit a Declaration, signed under penalty of perjury, detailing: (i) the good faith efforts that you made to obtain the records including why the records are not available, and (ii) attesting to your adherence to the oil maintenance aspects of the vehicle's maintenance schedule during the time you owned or leased the

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vehicle, up to the date/mileage of the replacement/repair, within the ten percent (10%) variance set forth above. A form Declaration is available for you on the Settlement website at www.PistonSettlement.com.

(4) Answer the Following Question:

For the amount of the repair cost for which you are seeking to be reimbursed, did you receive any payment, credit, coverage, concession, or reimbursement for all or any part of that amount from any other source, including from Audi, any warranty, maintenance program, goodwill, coupon or reduction, or other full or partial reimbursement or refund (for example, by an Audi dealership or any insurance company, under any extended warranty or service contract, or by any other source)?

Yes

No

If you answered YES, list the total amount of the cost for which you received a payment, reimbursement, coverage, credit, or concession:

\$

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(5) Sign & Date:

All the information that I (we) supplied in this Claim Form is true and correct to the best of my (our) knowledge and belief, and this document is signed under penalty of perjury.

Signature

Date

(6) Mail Claim Form and all Documents/Paperwork, postmarked no later than April 15, 2024, to:

Rieger v Volkswagen Group of America
c/o JND Legal Administration
PO Box 91369
Seattle, WA 98111

For more information, please view the Class Notice, call the Claims Administrator at 1-877-231-0648, or visit www.PistonSettlement.com

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

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

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY

If you currently or previously owned or leased a certain Audi brand vehicle (listed below) in the United States or Puerto Rico, you may be entitled to benefits afforded by a class action settlement. This notice is being mailed to you because you have been identified as owning or leasing such a vehicle.

- This proposed class action, pending in the United States District Court for the District of New Jersey, is captioned *Jeni Rieger, et al. v. Volkswagen Group of America, Inc., et al.* Civil Action No. 1:21-cv-10546-NLH-EAP (the “Action” or “Lawsuit”). The parties have agreed to a class settlement of the Action and have asked the Court to approve the proposed Settlement. As a Settlement Class Member, you have various options that you may exercise before the Court decides whether to approve the Settlement.
- This Notice explains the Action, the proposed Settlement, your legal rights and options, available benefits, who is eligible for and how to obtain the benefits, and applicable dates, time deadlines and procedures.
- **Your legal rights are affected whether you act or do not act. Read this Notice carefully.**
- **The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made only if the Court approves the Settlement and after appeals, if any, are resolved.**

BASIC INFORMATION

1. Why you received this notice, and what the Lawsuit and settlement benefits are.

According to records, you are a current or past owner or lessee of a certain specific Audi vehicle of the following models/model years, that was imported and distributed by Volkswagen Group of America, Inc. (“VWGoA”) in the United States or Puerto Rico (hereinafter, collectively, “Settlement Class Vehicles”):

- Certain MY2012-2014 Audi A4*
- Certain MY2012-2014 Audi A5*
- Certain MY2012-2014 Audi A6*
- **Certain MY2012-2014 Audi Q5***
- Certain MY2012-2014 and 2016-2017 Audi TT*
- Certain MY2015-2017 Audi A3*

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

A Settlement Class Member is defined as a current or past owner or lessee of a Settlement Class Vehicle.

The Lawsuit claims that there was a defect in the pistons and/or piston rings that caused excessive oil consumption in some Settlement Class Vehicles, sometimes requiring repair. VWGoA denies the claims and maintains that the engines in the Settlement Class Vehicles are not defective, function properly, were properly designed, manufactured, marketed and sold, and that no applicable warranties were breached nor any

applicable statutes violated. The Court has not decided in favor of either party. Instead, the Lawsuit has been resolved through a Settlement under which eligible Settlement Class Members who qualify may obtain the following benefits:

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

Effective on **January 29, 2024**, VWGoA will extend the New Vehicle Limited Warranties (NVLWs) to cover 75% of the cost of repair (parts and labor), by an authorized Audi dealer, of the following during a period of up to nine (9) years or ninety-thousand (90,000) miles (whichever occurs first) from the Settlement Class Vehicle's In-Service Date:

(1) for Audi A4, A5, A6, Q5 and Model Year 2012-2014 Audi TT Settlement Class Vehicles only – a diagnosed condition of excessive oil consumption by an authorized Audi dealer, as confirmed by an authorized Audi dealer's oil consumption test,¹ or

(2) for Audi A3 and Model Year 2016-2017 Audi TT Settlement Class Vehicles only – a diagnosed condition of a fractured piston by an authorized Audi dealer.

As to all Settlement Class Vehicles, the Warranty Extension is conditioned upon the Settlement Class Member providing, to the dealer, Proof of Adherence to Maintenance Requirements.

The Warranty Extension shall also cover a percentage (as set forth in the Sliding Scale below) of the cost of repair (parts and labor), by an authorized Audi dealer, of a diagnosed condition of engine damage which was directly caused by excessive oil consumption (for Audi A4, A5, A6, Q5, and Model Year 2012-2014 Audi TT Settlement Class Vehicles only), or a diagnosed condition of engine damage other than to a piston which was directly caused by a fractured piston (for Audi A3 and Model Year 2016-2017 Audi TT Settlement Class Vehicles only), during the aforesaid period of nine (9) years or ninety-thousand (90,000) miles (whichever occurs first) from the applicable Settlement Class Vehicle's In-Service Date, subject to (i) the Proof of Adherence to Maintenance Requirements, and (ii) the following Sliding Scale percentages of coverage which are based upon the age and mileage of the Settlement Class Vehicle at the time of such repair:

Time from In-Service Date	Less than 50,000 miles	50,001 to 60,000 miles	60,001 to 70,000 miles	70,001 to 90,000 miles
4 years or less	100%	75%	50%	25%
4-5 years	75%	50%	25%	0%
5-6 years	50%	25%	0%	0%
6-7 years	25%	0%	0%	0%
7-9 years ²	40%	35%	30%	25%

The Warranty Extension is subject to the same terms, conditions, and limitations set forth in the Settlement Class Vehicle's original NVLW and Warranty Information Booklet, and shall be fully transferable to subsequent owners to the extent that its time and mileage limitation periods have not expired.

¹ If an oil consumption repair is performed under the warranty extension, then the cost of the oil consumption test that led to said repair shall likewise be covered at the same percentage (75%) as provided under the warranty extension.

² For the Warranty Extension only, this includes "Timed-Out" vehicles until April 8, 2024.

The Warranty Extension shall not cover or apply to excessive oil consumption, piston damage or breakage, or engine damage, resulting from abuse, modification or alteration of parts, absence/lack of sufficient oil maintenance (i.e., absence/lack of oil changes performed with the use of the correct Audi recommended oil and within a 10% variation of each time and mileage oil maintenance interval), a collision or crash, vandalism and/or other impact, damage from an outside source, and/or lack of or improper maintenance with respect to other items that caused or contributed to the damage or need for repair.

If a Settlement Class Vehicle's Warranty Extension time period from the In-Service Date has already expired as of **January 29, 2024** then for that Settlement Class Vehicle only, the Warranty Extension time and mileage limitations shall be for a period of up to **April 8, 2024** or ninety-thousand (90,000) miles from the Settlement Class Vehicle's In-Service Date (whichever occurs first), subject to the same conditions and limitations set forth above.

II. Reimbursement for a Percentage of Certain Past Paid (and Unreimbursed) Out-of-Pocket Expenses for a Repair to Address Excessive Oil Consumption or Fractured Piston(s) of a Settlement Class Vehicle

If, prior to **January 29, 2024** and within nine (9) years or ninety thousand (90,000) miles (whichever occurred first) from the vehicle's In-Service Date, a Settlement Class Member paid for the following repair:

- (i) for Audi A4, A5, A6, Q5 and Model Year 2012-2014 Audi TT Settlement Class Vehicles only – a repair of a diagnosed condition of excessive oil consumption as confirmed by an authorized Audi dealer's oil consumption test, or
- (ii) for Audi A3 and Model Year 2016-2017 Audi TT Settlement Class Vehicles only - a repair of a diagnosed condition of a fractured piston(s).

then he/she/it may submit a Claim to receive a seventy-five percent (75%) reimbursement of the paid invoice amount for said repair (parts and labor), limited to one (1) repair per Settlement Class Vehicle, in accordance with the proof requirements and limitations in Sections IV and V below.

However, if said repair or replacement was performed by a service center or facility that is not an authorized Audi dealer, then the paid invoice amount of the repair (parts and labor), from which the Settlement Class Member may receive a percentage of reimbursement, shall be limited to a maximum of \$3,700.00 for a repair to address a condition of excessive oil consumption, and \$9,000 for a repair to address a diagnosed fractured piston, as applicable to the particular Settlement Class Vehicle. So, for example, if a repair to address a diagnosed condition of excessive oil consumption was performed at a facility that is not an authorized Audi dealer, and the paid invoice amount is more than \$3,700, the 75% reimbursement will be applied to \$3,700 for a reimbursement amount of \$2,775.

The above relief is subject to certain limitations and proof requirements which are set forth below and in the Settlement Agreement, which can be found on the Settlement website at www.PistonSettlement.com.

III. Reimbursement for a Percentage of Certain Past Paid (and Unreimbursed) Out-of-Pocket Expenses for Repair of Engine Damage of a Settlement Class Vehicle Directly Caused by Excessive Oil Consumption or Fractured Piston

If, prior to **January 29, 2024** and within nine (9) years or ninety thousand (90,000) miles (whichever occurred first) from the Settlement Class Vehicle's In-Service Date, a Settlement Class Member paid for a repair of engine damage that was directly caused by excessive oil consumption or a fractured piston, he/she/it may submit a Claim to receive a percentage of reimbursement of a percentage of the paid invoice amount for the repair or replacement (parts and labor), limited to one (1) repair or replacement per Settlement Class Vehicle, in accordance with (i) the proof requirements and limitations in Sections IV and V below, and (ii) the percentage limits of coverage set forth in the Sliding Scale of percentages listed in Section I above.

However, if the Settlement Class Vehicle's engine was repaired or replaced by a service center or facility that is not an authorized Audi dealer, then the maximum paid invoice amount for the repair/replacement, to which the applicable sliding scale percentage of coverage above will be applied, shall be \$12,000.00. Thus, for example, if the engine repair/replacement was not performed by an authorized Audi dealer, and the paid invoice amount for the engine repair exceeds \$12,000, the applicable sliding scale percentage will be applied to \$12,000.

IV. Required Proof:

To qualify for a Claim for Reimbursement of past paid and unreimbursed out-of-pocket expenses provided under Sections II and III above, Settlement Class Members must comply with the following requirements:

A. In order to submit a valid Claim for Reimbursement under this Settlement, you must mail to the Claim Administrator, **by first-class mail post-marked no later than April 15, 2024**, a fully completed, signed and dated Claim Form, a copy of which accompanies this Notice and is also available at **www.PistonSettlement.com**, together with all required documentation listed below.

1. An original or legible copy of a repair invoice(s) or record(s) documenting the repair covered under the Settlement and containing the claimant's name, the make, model and vehicle identification number ("VIN") of the Settlement Class Vehicle, the name and address of the authorized Audi dealer or non-dealer service center that performed the repair, the date of repair, the Settlement Class Vehicle's mileage at the time of 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 repair covered under the Settlement. If reimbursement is sought for repair/replacement of a damaged or failed engine directly caused by excessive oil consumption or fractured piston under the terms of this Settlement, in addition to the proof requirements above, the Proof of Repair Expense must also show that the engine damage or failure that required repair/replacement was directly caused by an excessive oil consumption or piston fracture. If you opt to send an original document, please make and retain a copy for yourself.

2. Proof of the Settlement Class Member's payment for the repair covered under the Settlement;

3. Documents or records evidencing the Settlement Class Member's adherence to those aspects of the Settlement documents or records evidencing the Settlement Class Member's adherence to the oil maintenance aspects of the Settlement Class Vehicle's maintenance schedule set forth in the Warranty and Maintenance Booklet during the time he/she/it owned and/or leased the vehicle up to the date/mileage of the repair or replacement, within a variance of ten percent (10%) of each scheduled time/mileage oil maintenance interval. If, however, the Settlement Class Member is unable to obtain said documents or records despite a good faith effort to obtain them, the Settlement Class Member may submit a Declaration, signed under penalty of perjury, detailing: (i) the good faith efforts that were made to obtain the records including why the records are not available, and (ii) attesting to adherence to the oil maintenance aspects of the vehicle's maintenance schedule during the time he/she/it owned or leased the vehicle, up to the date/mileage of the replacement/repair, within the ten percent (10%) variance set forth above. A form Declaration can be downloaded at the Settlement website: **www.PistonSettlement.com**.

B. 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 shall contain proof that the claimant is a Settlement Class Member and that the vehicle is a Settlement Class Vehicle;

V. Limitations:

A. Any reimbursement pursuant to this Settlement shall be reduced by the amount of any payment, concession, goodwill accommodation, or discount(s) already received from any source (including VWGoA, an Audi dealer, an insurer, service contract provider, or extended warranty provider, or any other person or entity) for all or part of the amount of the repair that is the subject of the Claim for Reimbursement.

B. If, within the Settlement Class Vehicle's original NVLW time and mileage period, the repair for which reimbursement is sought was performed by a service entity or facility that is not an authorized Audi dealer, then the Settlement Class Member must also submit with his/her Claims Documentation to the Proof of Repair Expense and Proof of Adherence to Maintenance Requirements Documentation (such as a written estimate or invoice), or if documents are not available after a good-faith effort to obtain them, a Declaration signed under penalty of perjury, confirming that the Settlement Class Member first attempted to have the said repair performed by an authorized Audi dealer, but the dealer declined or was unable to perform the repair free of charge pursuant to the NVLW.

C. Any repair that was due to misuse, abuse, accident, crash, racing, improper operation, lack of or improper maintenance, and/or damage from an external source, does not qualify for reimbursement.

D. VWGoA will not be responsible for, and shall not warrant, repair or replacement work performed at an independent service center.

E. Any replacement parts will be subject to the warranty terms and conditions accompanying replacement parts. The Settlement does not modify the terms, conditions, restrictions, or limitations of that warranty.

2. Why is this a class action settlement?

In a class action lawsuit, one or more persons, called Plaintiffs and Class Representatives, sue on behalf of other people who have similar claims. All of these people are Class Members or Settlement Class Members. The companies they sued are called the Defendants. One court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Class.

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

WHO IS PART OF THE SETTLEMENT?

3. Am I in this Settlement Class?

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

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

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

If you are still not sure whether you are included in this Settlement, you can enter your vehicle's VIN in the VIN look-up Portal at www.PistonSettlement.com to determine if it is a Settlement Class Vehicle. You can also call the Claim Administrator at 1-866-848-0947 or visit www.PistonSettlement.com for more information.

SETTLEMENT BENEFITS – WHAT YOU GET

5. What does the Settlement provide?

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

6. Who can send in a Claim for reimbursement?

Any United States or Puerto Rico resident who purchased or leased a Settlement Class Vehicle can send in a timely Claim for Reimbursement for money spent on a prior covered repair prior to the **January 29, 2024** if the Claim satisfies the parameters and criteria required for reimbursement described in Section 1.

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

To submit a Claim for reimbursement, you must do the following no later than **April 15, 2024**:

- A. Complete, sign under penalty of perjury, and date a Claim Form. (There is one enclosed with this Class Notice, and you can also download one at www.PistonSettlement.com). It is recommended that you keep a copy of the completed Claim Form; and
- B. Mail the completed, signed, and dated Claim Form, together with your supporting documentation (i.e., repair record[s], receipts, proof of payment, proof of maintenance, etc.) **by First-Class mail, post-marked no later than April 15, 2024**, to the Claim Administrator at the address provided on the Claim Form. The information that must be reflected in your records is described on the Claim Form. It is recommended that you keep a copy of your records and receipts.

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

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

If the Settlement Claim Administrator determines your Claim is valid, your reimbursement will be mailed to you within one hundred (150) days of either (i) the date of receipt of the completed Claim (with all required proof), or (ii) the date that the Settlement becomes final (the "Effective Date"), whichever is later. The Court will hold a Final Fairness Hearing on **April 22, 2024**, to decide whether to approve the Settlement as fair, reasonable, and adequate. Information about the progress of the case will be available at www.PistonSettlement.com.

If the Claim Administrator determines your Claim should not be paid, you will be mailed a letter telling you this. If the reason for rejecting your Claim is due to a deficiency in your Claim Form and/or supporting proof, the letter will notify you of the deficiency in your Claim, and what needs to be submitted, and by when, to correct the deficiency. To check on the status of your Claim, you can call 1-877-231-0648.

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

Unless you exclude yourself by taking the steps described in Section 10 below, you will remain in the Class, and that means that you may receive any Settlement benefits to which you are eligible, and will be bound by

the release of claims and cannot sue, continue to sue, or be part of any other lawsuit about the same matters, claims, and legal issues that were or could have been asserted in this case, and the Released Claims set forth in the Settlement Agreement. It also means that all of the Court's orders and judgments will apply to you and legally bind you. The specific claims and parties you will be releasing are set forth in sections I.T and I.U of the Settlement Agreement, a copy of which is available for review on the settlement website, www.PistonSettlement.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

10. How do I Exclude Myself from this Settlement?

You have a right, if you so desire, to exclude yourself from this Settlement. To exclude yourself from the Settlement, you must send a written Request for Exclusion by U.S. mail post-marked no later than **February 28, 2024**, stating clearly that you want to be excluded from the Settlement. You must include in the Request for Exclusion your full name, address, telephone number; the model, model year and VIN of the Settlement Class Vehicle; a statement that you are a present or former owner or lessee of a Settlement Class Vehicle; and specifically, and unambiguously state your desire to be excluded from the Settlement Class. You must mail your exclusion request, post-marked no later than **February 28, 2024**, to each of the following:

CLAIM ADMINISTRATOR	CLASS COUNSEL	DEFENSE COUNSEL
RIEGER V. VOLKSWAGEN GROUP OF AMERICA C/O JND LEGAL ADMINISTRATION PO BOX 91369 SEATTLE, WA 98111	RUSSELL D. PAUL, ESQ. BERGER MONTAGUE PC 1818 MARKET STREET, SUITE 3600 PHILADELPHIA, PA 19103	MICHAEL B. GALLUB, ESQ. SHOOK, HARDY & BACON LLP 1 ROCKEFELLER PLAZA, SUITE 2801 NEW YORK, NY 10020

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

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

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

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

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

13. Do I have a lawyer in this case?

The Court has appointed the law firms of Berger Montague PC, Capstone APC and the Ladah Law Firm as "Class Counsel" to represent Settlement Class Members.