

## CLASS NOTICE - VW

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

### UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

**If you now own or lease or used to own or lease certain Volkswagen vehicles described below, that are equipped with a factory installed primary engine water pump, you may be entitled to benefits afforded by this class action settlement. This notice is being mailed to you because you have been identified as owning or leasing a Settlement Class Vehicle.**

- This class action claimed that some primary engine water pumps in certain Volkswagen vehicles can fail prematurely. The class action, pending in the United States District Court for the Northern District of California, is entitled *Coffeng, et al. v. Volkswagen Group of America, Inc.*, Civil Action No. 3:17-cv-01825-JD (the "Action" or "Lawsuit").
- The parties have agreed to settle the Action. This Notice explains the Lawsuit, the Settlement terms, your legal rights, available benefits, who is eligible for benefits, and how to receive benefits. As a Settlement Class Member, you have various options that you may exercise before the Court decides whether to approve the Settlement. Additional information is available online at [www.EngineWaterPumpSettlement.com](http://www.EngineWaterPumpSettlement.com).
- Your legal rights are affected whether you act or don't 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 all appeals, if any, are resolved.

## BASIC INFORMATION

### 1. Introduction: Why you received this notice.

According to Volkswagen Group of America, Inc.'s ("VWGoA") records, you are a current or past owner or lessee of a Volkswagen vehicle with a 2.0L EA888 engine of the following model/model years ("Settlement Class Members"):

- certain 2008-2014 model year GTI\*
- certain 2008-2014 model year Jetta\*
- certain 2009-2014 model year Eos\*
- certain 2009-2014 model year CC (CCF) \*
- certain 2009-2014 model year Tiguan\*
- certain 2008-2010 model year Passat\*
- certain 2012-2014 model year Beetle\*

\* Subject to confirmation that your Vehicle Identification Number (VIN) is covered by the Settlement and that your vehicle is one of the Settlement Class Vehicles, which you can confirm on the Settlement website: [www.EngineWaterPumpSettlement.com](http://www.EngineWaterPumpSettlement.com) by typing in your vehicle's VIN number where indicated on the website.

(hereinafter, collectively, "Settlement Class Vehicles").

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A class action lawsuit was filed claiming that there was a defect that caused some primary engine water pumps ("water pump") in the Settlement Class Vehicles to prematurely fail, sometimes requiring repair or replacement. Volkswagen has denied the claims and maintains that the water pump is not defective and functions in a proper manner.

The Lawsuit has been resolved through a Settlement under which the following benefits will be provided:

**I. Warranty Extension for Current Owners or Lessees**

Effective on December 2, 2019, Volkswagen Group of America, Inc. will extend its New Vehicle Limited Warranties applicable to the Settlement Class Vehicles to cover repair or replacement of a failed primary engine water pump, by an authorized VW dealer, during a period of ten (10) years or one hundred thousand (100,000) miles (whichever occurs first) from the In-Service Date of the Settlement Class Vehicle. To have a repair or replacement performed under the Extended Warranty, the Settlement Class member must submit, to the authorized VW dealer, Proof of Adherence to the Vehicle's Maintenance Schedule relevant to the function of the coolant system (including use of the specification of coolant fluid recommended by VW), within a variance of ten percent (10%) of the scheduled time/mileage requirements during the time you owned or leased the Settlement Class Vehicle (hereinafter, "Proof of Adherence to the Vehicle's Maintenance Schedule").

The Extended Warranty will include the water pump and all parts and labor necessary to effectuate that repair.

The Extended Warranty will also include a percentage of the cost of repair or replacement (parts and labor), by an authorized VW dealer, of a damaged or failed engine of a Settlement Class Vehicle that is directly caused by the failure of the vehicle's primary engine water pump, during the aforesaid period of ten (10) years or one hundred thousand (100,000) miles (whichever occurs first) from the Settlement Class Vehicle's In-Service Date, subject to the following percentage limits based upon the age and mileage of the vehicle:

<b>Time from In-Service Date</b>	<b>Less than 50,000 miles</b>	<b>50,001 to 60,000 miles</b>	<b>60,001 to 70,000 miles</b>	<b>70,001 to 80,000 miles</b>	<b>80,001 to 100,000 miles</b>
4 years or less	100% (under original warranty)	70%	50%	40%	25%
4-5 years*	70%	50%	40%	30%	20%
5-6 years	50%	40%	35%	25%	15%
6-7 years	40%	30%	25%	20%	10%
7-8 years	30%	25%	20%	15%	10%
8-10 years	25%	20%	15%	10%	5%

\*For VW Settlement Class Vehicles in which the New Vehicle Limited Warranty period is 5 years or 60,000 miles (whichever occurs first) from the In-Service Date, the percentage of coverage shall be one hundred percent (100%) for repair or replacement occurring within the said 5 years or 60,000 miles (whichever occurs first) warranty period.

This part of the Extended Warranty is also subject to the same requirement that the Settlement Class member submit, to the dealer, Proof of Adherence to the Vehicle's Maintenance Schedule relevant to the function of the coolant system (including use of the specification of coolant fluid recommended by VW), within a variance of ten percent (10%) of the scheduled time/mileage requirements during the time you owned or leased the Settlement Class Vehicle.

The Extended Warranty is subject to the same terms and conditions set forth in the Settlement Class

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Vehicle's New Vehicle Limited Warranty and Warranty Information Booklet. Repair or replacement under the Extended Warranty must be performed by an authorized VW dealer. The Extended Warranty is fully transferable to subsequent owners.

The Extended Warranty will go into effect on December 2, 2019. If the water pump fails on or after that date and within ten (10) years or one hundred thousand (100,000) miles (whichever occurs first) from the In-Service Date of the Settlement Class Vehicle, the Settlement Class Member may take the vehicle to an authorized VW dealer for repair pursuant to the terms of the Extended Warranty.

The Settlement affords a 20-day grace period from the December 2, 2019 date in which the Extended Warranty goes into effect. That grace period expires on December 22, 2019. If a water pump failure occurs after December 22, 2019, then in order to obtain the benefit of the Extended Warranty, the Settlement Class Member is required to take the vehicle to an authorized VW dealer for repair pursuant to the terms of the Extended Warranty, regardless of whether the repair or replacement is for the primary engine water pump, and/or for a damaged or failed engine that is directly caused by the failure of the primary engine water pump. There will be no reimbursement under Sections II and/or III below for any out-of-pocket costs or expenses of any repairs or replacements performed after December 22, 2019, the remedy intended under that circumstance being that the Settlement Class Member bring the Settlement Class Vehicle to the VW dealer, which will make the covered repair or replacement in accordance with the terms of the Extended Warranty.

**II. Reimbursement for Out-of-Pocket Expenses for Repair or Replacement of a Failed Primary Engine Water Pump Within 10 Years or 100,000 Miles (Whichever Occurs First) from the Vehicle's In-Service Date and Prior to December 2, 2019**

Settlement Class Members will be entitled to reimbursement for paid and unreimbursed out-of-pocket expenses as follows:

- (1) If the failed water pump was repaired or replaced at an authorized VW dealer within eight (8) years or eighty thousand (80,000) miles (whichever occurs first) from the In-Service Date of the Settlement Class Vehicle and prior to December 2, 2019, the Settlement Class Member shall receive a one hundred percent (100%) refund of the paid dealer invoice amount for the covered part(s) and labor, limited to one repair per Settlement Class Vehicle.
- (2) If the repair or replacement of the failed water pump by an authorized VW dealer was made after eight (8) years or eighty thousand (80,000) miles (whichever occurs first), but prior to ten (10) years or one hundred thousand (100,000) miles (whichever occurs first) from the In-Service Date of the Settlement Class Vehicle, and prior to December 2, 2019, the Settlement Class Member shall receive seventy percent (70%) of the paid dealer invoice amount for the covered part(s) and labor, limited to one repair per Settlement Class Vehicle.
- (3) However, if the failed water pump was repaired or replaced at an independent service center and not an authorized VW dealer, the paid invoice amount, from which the Settlement Class Member shall receive a refund for the covered parts and labor, shall be limited to a maximum of \$950.00.
- (4) If the water pump fails after December 22, 2019 and within ten (10) years or one hundred thousand (100,000) miles (whichever occurs first) from the In-Service Date of the Settlement Class Vehicle, the Settlement Class Member must take the vehicle to an authorized VW dealer for repair or replacement pursuant to the terms of the Extended Warranty. There will be no reimbursement for any out-of-pocket costs or expenses of any repairs or replacements performed after December 22, 2019, the remedy intended under that circumstance being that the Settlement Class Member bring the Settlement Class Vehicle to the VW dealer, which

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will make the covered repair or replacement pursuant to the terms of the Extended Warranty. The above relief is subject to certain limitations and proof requirements which are set forth in the Settlement Agreement, which can be found on the Settlement website at [www.EngineWaterPumpSettlement.com](http://www.EngineWaterPumpSettlement.com).

**III. Reimbursement for Certain Out-of-Pocket Expenses to Repair or Replace Damaged or Failed Engine Directly Caused By Primary Engine Water Pump Failure Within 10 years or 100,000 Miles (Whichever Occurs First) from the Vehicle's In-Service Date and Prior to December 2, 2019**

Settlement Class Members will be entitled to reimbursement for a percentage of paid and unreimbursed out-of-pocket expenses incurred to repair or replace a failed or damaged engine directly caused by a water pump failure, within ten (10) years or one hundred thousand (100,000) miles (whichever occurs first) from the In-Service Date of the Settlement Class Vehicle and prior to December 2, 2019, as follows:

- (1) If the Settlement Class Vehicle's engine was repaired or replaced at an authorized VW dealer, and the engine damage that required the repair/replacement was directly caused by a failure of the water pump, the Settlement Class Member may receive a refund consisting of a percentage of the paid invoice amount subject to the time/mileage parameters in Table 1, below.
- (2) However, if the Settlement Class Vehicle's engine was repaired or replaced at an independent service center and not an authorized VW dealer, the maximum reimbursement amount for the repair or replacement of the failed engine is \$4,000.00, subject to the time/mileage percentage parameters in Table 1, below.

**TABLE 1: PERCENTAGES OF REIMBURSEMENT FOR OUT-OF-POCKET EXPENSES INCURRED FOR REPAIR/REPLACEMENT OF DAMAGED OR FAILED ENGINE DIRECTLY CAUSED BY PRIMARY ENGINE WATER PUMP FAILURE**

<b>Time from In-Service Date</b>	<b>Less than 50,000 miles</b>	<b>50,001 to 60,000 miles</b>	<b>60,001 to 70,000 miles</b>	<b>70,001 to 80,000 miles</b>	<b>80,001 to 100,000 miles</b>
4 years or less	100% (under original warranty)	70%	50%	40%	25%
4-5 years*	70%	50%	40%	30%	20%
5-6 years	50%	40%	35%	25%	15%
6-7 years	40%	30%	25%	20%	10%
7-8 years	30%	25%	20%	15%	10%
8-10 years	25%	20%	15%	10%	5%

\*For VW Settlement Class Vehicles in which the New Vehicle Limited Warranty period is 5 years or 60,000 miles (whichever occurs first) from the In-Service Date, the reimbursement percentage shall be one hundred percent (100%) for unreimbursed out-of-pocket expenses incurred within the said 5 years or 60,000 miles (whichever occurs first) warranty period, but not exceeding the maximum reimbursement amount of \$4,000.00 if the repair/replacement was performed by an independent service center and not an authorized VW dealer (Paragraph (2) above).

If the water pump failure that directly caused the failed or damaged engine occurs after December 22, 2019 and within ten (10) years or one hundred thousand (100,000) miles (whichever occurs first) from the In-Service Date of the Settlement Class Vehicle, the Settlement Class Member must take the vehicle to an authorized VW dealer for engine repair or replacement pursuant to the terms of the Extended Warranty (including the Extended Warranty's percentage limits of coverage based on vehicle age and mileage). There will be no reimbursement for any out-of-pocket costs or expenses of any engine repairs

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or replacements performed after December 22, 2019, the remedy intended under that circumstance being that the Settlement Class Member bring the Settlement Class Vehicle to the VW dealer, which will make the covered engine repair or replacement pursuant to said terms of the Extended Warranty.

#### **IV. Limitations and Required Proof:**

##### **Limitations:**

- a. Any reimbursement pursuant to this Settlement Agreement shall be reduced by goodwill or other concession paid by an authorized VW Dealer or any other entity for the repair or replacement (including insurers and providers of extended warranties or service contracts).
- b. VWGoA will only pay for labor and parts for one initial repair or replacement by an independent service center that is not an authorized VW dealer. VWGoA will not be responsible for, and shall not warrant repair or replacement work performed at an independent service center and not an authorized VW dealer.
- c. Any replacement engine will be subject to the warranty terms and conditions accompanying that replacement engine. This Settlement does not modify the terms, conditions, restrictions or limitations of that warranty.

##### **Required Proof:**

- a. Original or legible copies of repair invoices, records and/or receipts containing claimant's name, the make, model and vehicle identification number (VIN) of the Settlement Class Vehicle, the name and address of the authorized VW dealer or independent servicing center that performed the repair, the date of repair, a description of the repair work performed including the parts repaired/replaced and a breakdown of parts and labor costs, the vehicle's mileage at the time of repair, and proof of the Settlement Class Member's payment of same. If reimbursement is sought for repair/replacement of a damaged or failed engine directly caused by a failure of the water pump under the terms of this Settlement, the Proof of Repair Expense must also show that the engine damage or failure that required repair/replacement was directly caused by a failure of the water pump.
- b. Proof of Adherence to the Vehicle's Maintenance Schedule: Documents evidencing the Settlement Class Member's adherence to those aspects of the Settlement Class Vehicle's maintenance schedule, set forth in the Warranty and Maintenance Booklet for the vehicle, which are relevant to the function of the coolant system (including use of the specification of coolant fluid recommended by VW), during the time he/she/it owned and/or leased the vehicle, up to the date/mileage of repair or replacement, within a variance of ten percent (10%) of the scheduled time/mileage requirements. In the event maintenance records cannot be obtained despite a good faith effort to obtain them, the Settlement Class Member may submit a Declaration signed under penalty of perjury detailing what efforts were made to obtain the records, who he/she/it communicated with and when, why the records are not available and attesting to adherence to the vehicle maintenance schedule during the time they owned or leased the Settlement Class Vehicle, up to the date/mileage of replacement/repair, within the ten percent (10%) variance set forth above.

## **2. Why is this a class action settlement?**

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

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Defendants. One court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Class. U.S. District Judge James Donato presiding in the Northern District of California is in charge of this class action.

The Court has not decided in favor of 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 compensation quickly. The Class Representatives and the attorneys think the Settlement is best for the Settlement Class.

## **WHO IS PART OF THE SETTLEMENT?**

### **3. Am I in this Settlement Class?**

Judge Donato conditionally approved the following definition of a Settlement Class Member:

"All persons and entities who purchased or leased a Settlement Class Vehicle in the United States of America and Puerto Rico."

Excluded from the Settlement Class are (a) anyone claiming personal injury, property damage (other than damage to the Settlement Class Vehicle itself) and/or subrogation; (b) all Judges who have presided over the Action and their spouses; (c) all current employees, officers, directors, agents and representatives of Defendant, and their family members; (d) any affiliate, parent or subsidiary of Defendant and any entity in which Defendant have a controlling interest; (e) anyone acting as a used car dealer; (f) anyone who purchased a Settlement Class Vehicle for the purpose of commercial resale; (g) 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; (h) any insurer of a Settlement Class Vehicle; (i) issuers of extended vehicle warranties and service contracts; (j) any Settlement Class Member who, prior to the date of this 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.

### **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 get more information. You can call 1-877-363-7829 or visit [www.EngineWaterPumpSettlement.com](http://www.EngineWaterPumpSettlement.com) for more information. You can confirm on this website whether your vehicle's VIN number falls within the Settlement Class Vehicles.

## **SETTLEMENT BENEFITS - WHAT YOU GET**

### **5. What does the Settlement provide?**

The benefits afforded by the Settlement are described in paragraph 1. Additional details are provided in the next three sections.

### **6. How does the extended warranty work?**

The extended warranty, details of which are discussed above, goes into effect on December 2, 2019, which is the Notice Date. If a primary engine water pump fails in a Settlement Class Vehicle on or after that date, you may bring the vehicle to an authorized VW dealer for repair or replacement

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pursuant to the terms of the Extended Warranty. However, the Settlement affords a twenty (20) day grace period. Therefore, after December 22, 2019, if a primary engine water pump on a Settlement Class Vehicle fails, then you will be required to take the vehicle to an authorized VW dealer to have the repair or replacement performed pursuant to the terms of the Extended Warranty. You will not be eligible for any reimbursement of any out-of-pocket expenses incurred for repairs/replacements performed by entities that are not authorized VW dealers that are performed after December 22, 2019.

When you bring the vehicle to an authorized VW dealer for an Extended Warranty repair or replacement, you must also bring to the dealer Proof of Adherence to the Vehicle's Maintenance Schedule. The rights and procedures generally available under the New Vehicle Limited Warranty applicable to the Settlement Class Vehicle will apply to repairs during this extended warranty period. The extended warranty is subject to the same terms and conditions of the New Vehicle Limited Warranty.

#### 7. Who can send in a claim for cash payments?

Any United States or Puerto Rico resident who purchased or leased a Settlement Class Vehicle can send in a claim for cash reimbursement for money spent prior to the Notice Date (date of this Notice) plus the twenty (20) day grace period, as described in paragraph 1.

#### 8. How do I send in a claim for a cash reimbursement?

You may submit a claim for a cash reimbursement either by mail or online, in the following manner:

##### **By mail:**

- (1) **Complete, sign, and date a Claim Form** (there is one enclosed with these materials and you can also obtain one at [www.EngineWaterPumpSettlement.com](http://www.EngineWaterPumpSettlement.com)). Keep a copy of the completed Claim Form for your records; and
- (2) **Mail the Claim Form and your supporting documentation**, such as repair record(s), receipts, proof of payment, and Proof of Adherence to the Vehicle's Maintenance Schedule by first class mail postmarked no later than **April 30, 2020** to the address on the Claim Form. The information that must be reflected in your records can be found on the Claim Form. Keep a copy of your vehicle repair records.

##### **Online:**

- (1) **Complete and submit an online Claim Form and upload supporting documentation**, such as repair record(s), receipts, proof of payment and Proof of Adherence to the Vehicle's Maintenance schedule, *via* the portal contained on the Settlement website, [www.EngineWaterPumpSettlement.com](http://www.EngineWaterPumpSettlement.com), no later than **April 30, 2020**. Print a copy of the completed Claim Form and records.

If you fail to submit the Claim Form and supporting documents by the required deadline, you will not receive reimbursement under this Settlement.

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

If the Engine Water Pump Settlement Administrator determines your claim is valid, your reimbursement will be mailed to you after the Settlement becomes final. The Court will hold a Final Approval Hearing on **March 26, 2020**, to decide whether to approve the Settlement as fair, reasonable and adequate. Information about the progress of the case will be available at: [www.EngineWaterPumpSettlement.com](http://www.EngineWaterPumpSettlement.com).

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If the Engine Water Pump Settlement 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 to correct the deficiency.

To check on the status of your claim, you can call 1-877-363-7829.

#### 10. What am I giving up to receive a cash reimbursement and stay in the Class?

Unless you exclude yourself, you are part of the Class, and that means that you cannot sue, continue to sue, or be part of any other lawsuit about the same matters and legal issues in this case (except for claims of personal injury or property damage other than to the vehicle itself) and any of the Released Claims against the Released Parties. It also means that all of the Court's orders will apply to you and legally bind you.

#### 11. How can I learn more details about the Settlement?

This notice summarizes the proposed Settlement. The precise terms and conditions of the Settlement are available to you by viewing the settlement agreement available at [www.EngineWaterPumpSettlement.com](http://www.EngineWaterPumpSettlement.com), by contacting Class Counsel at KANTROWITZ, GOLDHAMER & GRAIFMAN, P.C., Suite 200, 747 Chestnut Ridge Road, Chestnut Ridge NY 10977 ATTN: Gary S. Graifman, ([www.kgglaw.com](http://www.kgglaw.com)), by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, San Francisco Courthouse, 450 Golden Gate Ave., San Francisco, CA 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

#### 12. How can I access the case docket via PACER?

To access PACER, go to the following link and from that landing page select "PACER - Case Search Only Registration." The website link is: [https://www.pacer.gov/reg\\_pacer.html](https://www.pacer.gov/reg_pacer.html).

From there, follow the directions to open a PACER account, including directions to complete the online PACER Registration Form.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

#### 13. 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 either (i) send a written Request for Exclusion by U.S. first class mail, postmarked no later than **February 14, 2020**, to Engine Water Pump Settlement Administrator, P.O. Box 2530, Portland, OR 97208-2530, stating that you want to be excluded from the Settlement; or (ii) by submitting a written Request for Exclusion online via the portal contained on the settlement website, [www.EngineWaterPumpSettlement.com](http://www.EngineWaterPumpSettlement.com), no later than **February 14, 2020**, stating that you want to be excluded from the Settlement. Your Request for Exclusion must include your full name, address, telephone number, signature, model year and VIN of your vehicle and the approximate date(s) of purchase or lease, and must specifically state that you wish to be excluded from the Settlement.

You cannot exclude yourself on the phone or by e-mail. **If you timely submit a request to be**

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**excluded from the Settlement by U.S. first class mail or online, 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.**

**14. 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 brought in the Action, unless your claim is for personal injury or property damage other than to the Settlement Class Vehicle itself.

**15. If I exclude myself can I receive the benefits of this Settlement?**

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

**16. Do I have a lawyer in this case?**

The Court has appointed the law firms of Kantrowitz, Goldhamer & Graifman, P.C, and Thomas P. Sobran, Esq. as counsel for the Settlement Class and Stull, Stull & Brody as Liaison Counsel for the Settlement Class. Together these law firms are called "Class Counsel."

**17. Should I get my own lawyer?**

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, you may hire one at your own cost.

**18. How will the lawyers be paid, and will the Plaintiff Settlement Class Representatives receive service awards?**

Class Counsel have prosecuted this case on a contingency basis. They have not received any fees or reimbursement for any of the costs and expenses associated with this case. Class Counsel will file an application with the Court requesting an award of reasonable attorney fees and reasonable costs and expenses ("Fees and Expenses") from the Court in an amount not exceeding a combined total sum of \$2,400,000. Defendant has agreed not to oppose Class Counsel's application for Fees and Expenses to the extent not exceeding that combined total sum, and Class Counsel have agreed not to accept any Fees and Expenses in excess of that combined total sum. You won't have to pay these Fees and Expenses. Any Fees and Expenses awarded to Class Counsel will not affect your Settlement amount.

Class Counsel will also apply to the Court for service awards to the named Plaintiffs, who have conditionally been approved as Settlement Class Representatives, in the amount of \$2,500.00 each for their efforts in pursuing this litigation for the benefit of the Settlement Class. Any award for Class Counsel Fees and Expenses and any service awards will be paid by Defendant and will not reduce any benefits available to you under the Settlement.

Class Counsel's motion for fees and expenses and Settlement Class Representative service awards will be filed by December 16, 2019, and will be made available for review at [www.EngineWaterPumpSettlement.com](http://www.EngineWaterPumpSettlement.com).

## **SUPPORTING OR OBJECTING TO THE SETTLEMENT**

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

**If you are a member of the Settlement Class and do not request to be excluded, you can tell the Questions? Call 1-877-363-7829 or visit [www.EngineWaterPumpSettlement.com](http://www.EngineWaterPumpSettlement.com)**

**Court you like the Settlement and it should be approved, or you can ask the Court to deny approval by filing a written objection. You can object to the Settlement or to Class Counsel's requests for fees and expenses and Settlement Class Representative service awards.** You cannot ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval of the Settlement, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object. You are not required to submit anything to the Court unless you are objecting or wish to be excluded from the Settlement.

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

You must submit your written objection or comment, and any supporting papers or materials, to the Court. You may do so by (i) mailing them to the Court by U.S. first class mail, post marked no later than **February 14, 2020**, addressed to the Class Action Clerk, United States District Court for the Northern District of California, San Francisco Courthouse, 450 Golden Gate Ave., San Francisco, CA 94102, or (ii) by filing them with the Court in person at any location of the United States District Court for the Northern District of California, no later than **February 14, 2020**, or (iii) by filing them on the Court's ECF online docket for this case, no later than **February 14, 2020**. If you choose to mail your written objection to the Court, you must also, no later than the above date, mail copies of the objection and supporting papers or materials to:

- Gary S. Graifman, Kantrowitz, Goldhamer & Graifman, P.C., 747 Chestnut Ridge Road, Chestnut Ridge, New York 10977 on behalf of Class Counsel;
- Michael B. Gallub, Herzfeld & Rubin, P.C., 125 Broad Street, New York, New York 10004 on behalf of Defendant; and
- Engine Water Pump Settlement Administrator, P.O. Box 2530, Portland, OR 97208-2530.

Regardless of the above method you choose, your written objection must state clearly that you are objecting to the Settlement in *Coffeng v. Volkswagen Group of America, Inc., et al.*, Civil Action No. 3:17-cv-01825-JD, and must include your full name, current address and telephone number, the model, model year and VIN of your vehicle and proof that you own(ed) or lease(d) the vehicle (i.e., a true copy of a vehicle title, registration or license receipt), a statement of all your factual and legal grounds for objecting, any documents and/or briefs supporting your objection, and your signature.

If you intend to appear at the Final Approval Hearing through counsel, your objection or comment must also state that you intend to appear, and the identity of any attorneys representing you who will appear at the Final Approval Hearing.

If you do not submit a written objection to the proposed Settlement or the application of Class Counsel for service awards or attorney fees and expenses in accordance with the deadline and procedure set forth above, you will waive your right to be heard at the Final Approval Hearing and to appeal from any order or judgment of the Court concerning the matter.

## **20. What is the difference between objecting and excluding?**

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

## FINAL APPROVAL HEARING

### 21. When and where will the Court decide to approve the Settlement?

The Court will hold a Final Approval Hearing at 10 a.m. on **March 26, 2020**, in Courtroom 11, 19th Floor, United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, California 94102, to determine whether the Settlement should receive final approval. At this Final Approval Hearing the Court will consider whether the Settlement is fair, reasonable and adequate. The Court may also consider Class Counsel's application for Fees and Expenses and for service awards for the Settlement Class Representatives. The date of the Final Approval Hearing may change without further notice to the settlement class. You should check the settlement website or the Court's PACER site to confirm that the date had not changed.

### 22. Do I have to attend the Final Approval Hearing?

No. Class Counsel will answer questions the Court may have. However, you are welcome to attend at your own expense provided you have not excluded yourself from the Settlement. If you send an objection, you do not have to appear in Court to discuss your objection. You may also pay your own lawyer to attend, but it is not necessary.

### 23. May I speak at the Final Approval Hearing?

If you do not exclude yourself, you may ask the Court's permission to speak at the Final Approval Hearing concerning the proposed Settlement or the application of Class Counsel for attorneys' Fees and Expenses and Settlement Class Representative service awards. To do so, you must send a letter notice saying that it is your intention to appear at the Final Approval Hearing in *Coffeng v. Volkswagen Group of America, Inc., et al.*, Civil Action No. 3:17-cv-01825-JD. The letter notice must state the position you intend to present at the Final Approval Hearing, state the identities of all attorneys who will represent you (if any), and must include your full name, current address, telephone number, model year and VIN of your vehicle(s), and your signature. You must send your letter notice to (i) the Class Action Clerk of the Court at the address listed under question 19 above, (ii) Class Counsel, and (iii) defense counsel. Your letter notice must be filed or postmarked no later than **February 14, 2020**. You may combine this notice and your comment (described under question 19) in a single letter. You cannot speak at the Final Approval Hearing if you excluded yourself from the Settlement.

## IF YOU DO NOTHING

### 24. What happens if I do nothing at all?

If you do nothing, you will be bound by the Settlement if the Court approves it.

## ADDITIONAL INFORMATION

Visit the website at [www.EngineWaterPumpSettlement.com](http://www.EngineWaterPumpSettlement.com), where you can submit a claim online, find extra claim forms and obtain more information on this litigation and Settlement. Updates regarding the case will be available on the website. You may also call the Engine Water Pump Settlement Administrator at 1-877-363-7829.

**Questions? Call 1-877-363-7829 or visit [www.EngineWaterPumpSettlement.com](http://www.EngineWaterPumpSettlement.com)**