

CLASS NOTICE

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

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA

If you have owned or leased a Volkswagen CC vehicle in the United States or Puerto Rico, you may be entitled to benefits from a class action settlement. This notice is being mailed to you because you have been identified as owning or leasing such a vehicle.

Para ver este aviso en español, visita www.TireSettlement.com

- **This is a proposed class action in which Plaintiffs have claimed that an alleged defect, and/or incorrect recommended tire rotation intervals, might potentially result in certain types of excessive uneven tire wear in certain model year Volkswagen CC vehicles. The class action, pending in the United States District Court for the Southern District of Florida, is entitled *Wilson v. Volkswagen Group of America, Inc.*, Civil Action No. 1:17-cv-23033-SCOLA (the “Action” or “Lawsuit”).**
- **The parties have agreed to settle the Action. This Notice explains the Action, the Settlement, your legal rights, available benefits, who is eligible for them, and how to obtain them if you are eligible. 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.TireSettlement.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 appeals, if any, are resolved.**

Questions? Call 1-855-964-0515 or visit www.TireSettlement.com

BASIC INFORMATION

1. 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 2009 through 2017 Volkswagen CC vehicle (hereinafter, collectively, "Settlement Class Vehicles"). As a current or past owner or lessee of a Settlement Class Vehicle, you are considered a "Settlement Class Member." A class action lawsuit was filed claiming that certain alleged defects and recommended tire rotation intervals might result in certain types of excessive uneven tire wear in the Settlement Class Vehicles, sometimes requiring early replacement of tires. Volkswagen has denied the claims and maintains there is no defect or issue with respect to the vehicles or the recommended tire rotation intervals.

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

I. Pro Rata Reimbursement for Past Unreimbursed Out-of-Pocket Expenses for Qualifying Tire Wear Replacements That Were Paid for Prior to the Effective Date and Within 35,000 Miles of Tire Usage.

Settlement Class Members that submit qualifying and timely Claims will be entitled to a pro rata reimbursement for certain past unreimbursed out-of-pocket tire replacement expenses that were incurred within 35,000 miles of use of the replaced tire, and prior to the Effective Date of the Settlement, as follows:

- **Qualifying for a tire-replacement reimbursement:** If an original equipment Continental ContiProContact Tire that was on the Settlement Class Vehicle at the time of original purchase or lease, or a replacement tire on said vehicle having the same specifications as the original, was replaced at an authorized Volkswagen dealership or at an independent service center due to exhibiting sawtooth, heel-to-toe/heel-and-toe cupping (also known as chopping or scalloping) or other excessive uneven tire wear ("Qualifying Tire Wear"), as shown on the Claim Form, and the tire replacement was performed within 35,000 miles from the date of the installation of the replaced tire on the same Settlement Class Vehicle, the Settlement Class Member will be entitled to receive a pro rata reimbursement of certain out-of-pocket expenses that he/she/it had paid for the tire replacement prior to the Effective Date, in accordance with the following formula: $(1 - (\text{tire mileage} / 35,000)) \times (\text{cost of replacement tire})$. This reimbursement is limited to a maximum of \$209.00 for each qualifying 235/45R17 replacement tire, and \$254.00 for each qualifying 235/40R18 replacement tire.
- **Deadline for submitting a Claim:** If you qualify for pro rata reimbursement under the Settlement, you must submit a valid Claim to the Claims Administrator to receive a payment from the Settlement. The deadline for submitting a Claim Form depends on when you incurred qualifying expenses and when the Effective Date of the Settlement occurs. Your fully completed and signed Claim Form, and supporting documentation, must be **submitted online** via the Settlement website no later than **April 25, 2020**, or **mailed** to the Claims Administrator, postmarked no later than **April 25, 2020** (150 days after the Notice Date). However, there is one exception to this deadline: If the Effective Date of the Settlement occurs on a date that is more than 150 days from the Notice Date, and during the period of time between the end of the 150-day claim period and the Effective Date, you incur an out-of-pocket expense that is covered for pro rata reimbursement, you may submit a Claim to the Claims Administrator by mail, postmarked no later than thirty (30) days after the Effective Date.
- The above relief is subject to certain limitations and proof requirements, including submission of documents and attestation of information under penalty of perjury, which are set forth in the accompanying Claim Form, and detailed in the Settlement Agreement, which can be found on the settlement website at www.TireSettlement.com.

II. Pro Rata Reimbursement for Past Unreimbursed Out-of-Pocket Expenses for Qualifying Tire Rotations That Were Paid for Prior to the Effective Date and Within 9,000 Miles of Tire Usage from the Last Tire Rotation.

Settlement Class Members that submit qualifying and timely Claims will be entitled to a pro rata reimbursement for certain past unreimbursed out-of-pocket tire rotation expenses that were incurred and paid for within 9,000 miles of tire usage from the last, most recent tire rotation, and prior to the Effective Date of the Settlement, as follows:

- **Qualifying for a tire-rotation reimbursement:** If a tire rotation was performed on a Settlement Class Vehicle

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at an authorized Volkswagen dealership or at an independent service center, and the tire rotation was performed within 9,000 miles after either the date of the last rotation of the same tires, or, if the tire(s) had not previously been rotated, the date of installation of the tire(s) on the Settlement Class Vehicle, the Settlement Class Member will be entitled to receive a pro rata reimbursement of certain out-of-pocket expenses that he/she/it had paid for said tire rotation prior to the Effective Date, in accordance with the following formula: $(1 - (\text{tire mileage} / 9,000)) \times (\text{cost of tire rotation})$. This reimbursement is limited to a maximum of \$56.00 for each qualifying tire rotation.

- **Deadline for submitting a Claim:** If you qualify for pro rata reimbursement under the Settlement, you must submit a valid Claim to the Claims Administrator to receive a payment from the Settlement. The deadline for submitting a Claim Form depends on when you incurred qualifying expenses and when the Effective Date of the Settlement occurs. Your fully completed and signed Claim Form and supporting documentation must be **submitted online** via the Settlement website no later than **April 25, 2020, or mailed** to the Claims Administrator postmarked, no later than **April 25, 2020** (150 days after the Notice Date). However, there is one exception to this deadline: If the Effective Date of the Settlement occurs on a date that is more than 150 days from the Notice Date, and during the period of time between the end of the 150-day claim period and the Effective Date, you incur an out-of-pocket expense that is covered for reimbursement, you may submit a Claim to the Claims Administrator by mail, postmarked no later than thirty (30) days after the Effective Date.
- The above relief is subject to certain limitations and proof requirements, including submission of documents and attestation of information under penalty of perjury, which are set forth in the accompanying Claim Form, and detailed in the Settlement Agreement, which can be found on the settlement website at www.TireSettlement.com.

III. Future Tire Rotations

Settlement Class Vehicles will be issued a Certificate of Eligibility for current owners and/or lessees to receive up to two (2) free tire rotations for said vehicle to be performed at recommended tire rotation intervals by an authorized Volkswagen dealer, until the Settlement Class Vehicle reaches an original odometer mileage of 110,000 miles. The Certificate of Eligibility will take effect on the Effective Date of the Settlement, which will occur if and when the Settlement is finally approved by the Court and all appeals, if any, of the final approval order are finally resolved or dismissed, or thirty (30) days from the date of the final approval order if no appeals are filed. When the Effective Date occurs, in order to receive a free tire rotation, current owners and lessees of Settlement Class Vehicles shall present to any authorized Volkswagen dealership in the United States or Puerto Rico the Certificate of Eligibility that will be available for download at the settlement website, www.TireSettlement.com, or from the Claims Administrator. When the Effective Date occurs, it will be stated on the settlement website.

Owners and lessees of Settlement Class Vehicles should continue to have their tires rotated in accordance with the intervals recommended by the tire manufacturers. Therefore, they should not redeem a Certificate of Eligibility for a free tire rotation at a time prior to reaching the tire manufacturer's recommended tire rotation mileage interval from the mileage on the vehicle at the last rotation of the tires.

The Certificate of Eligibility will be transferrable to future owners, if any, to the extent not already used in full for the subject Settlement Class Vehicle, and subject to the mileage limitation for the vehicle. The Certificate of Eligibility allows up to two (2) free tire rotations per each Settlement Class Vehicle unless and until that vehicle reaches an original mileage of 110,000 miles. Thus, for example, if a current owner or lessee of a Settlement Class Vehicle uses one of the free tire rotations and then sells or transfers ownership of the vehicle, the new owner would be entitled to the remaining one free tire rotation unless and until that vehicle reaches an original mileage of 110,000 miles.

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 Defendants. One court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Class. U.S. District Judge Robert N. Scola, Jr. is in charge of this class action.

The Court has not decided in favor of Plaintiffs or Defendants. 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,

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and the people affected (the Settlement Class Members) will get 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?

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 imported and distributed by Volkswagen Group of America, Inc. for sale or lease in the United States of America and Puerto Rico.

Excluded from the Settlement Class are (a) anyone claiming personal injury, property damage, 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 Volkswagen Group Companies, and their family members; (d) any affiliate, parent, or subsidiary of Defendants and any entity in which Defendants have a controlling interest; (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) any owners or lessees of Settlement Class Vehicles that were not manufactured for export specifically into the United States of America or Puerto Rico and were not imported or distributed by VWGoA; and (i) 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.

If you are still not sure whether you are included, you can get more information. You can call 1-855-964-0515 or visit www.TireSettlement.com for more information.

SETTLEMENT BENEFITS – WHAT YOU GET

5. What does the Settlement provide?

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

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 within the parameters and within the time period described in Question 1.

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

To submit a Claim for reimbursement, you must do the following within the required deadline:

- 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.TireSettlement.com). It is recommended that you keep a copy of the completed Claim Form; and
- B. Mail the completed, signed, and dated Claim Form and your supporting documentation (i.e., repair record[s], receipts, proof of payment, and proof of compliance with maintenance requirements) by First-Class mail, to 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 pro rata 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 Claims Administrator determines your Claim is valid, your reimbursement will be mailed to you after the

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Settlement becomes final, which is called the “Effective Date.” The Court will hold a Fairness Hearing on **January 27, 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.TireSettlement.com.

If the Claims 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 1-855-964-0515.

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 Question 10 below, you are staying in the Class, and that means that you 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 (except for claims of personal injury or property damage other than damage to the Settlement Class Vehicles and/or their original or replacement tires). It also means that all of the Court’s orders will apply to you and legally bind you.

EXCLUDING YOURSELF FROM THE SETTLEMENT

10. How do I get out of this Settlement?

To exclude yourself from the Settlement, you must send a written request for exclusion by U.S. mail **postmarked no later than December 30, 2019**, stating clearly that you want to be excluded from the Settlement. Be sure to include in the request for exclusion your full name, address, telephone number, signature, model year, VIN of your vehicle, and the approximate date(s) of purchase or lease. You must mail your exclusion request **postmarked no later than December 30, 2019**, to each of the following:

| CLAIMS ADMINISTRATOR | CLASS COUNSEL | DEFENSE COUNSEL |
|--|--|--|
| WILSON V. VOLKSWAGEN CLAIMS ADMINISTRATOR P.O. BOX 3266 PORTLAND, OR 97208-3266 | PETER PRIETO PODHURST ORSECK, P.A. ONE S.E. 3RD AVENUE SUITE 2300 MIAMI, FL 33131 | MICHAEL B. GALLUB HERZFELD & RUBIN P.C. 125 BROAD STREET NEW YORK, NY 10004 |

You cannot exclude yourself on the phone or by email. If you submit your request to be excluded by U.S. mail or express mail, you will not get 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, unless your claim is for personal injury or property damage (other than damage to the Settlement Class Vehicles and/or their original or replacement tires).

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

No, if you exclude yourself from the Settlement Class, you won’t get 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 Podhurst Orseck, P.A., Kreher & Trapani, LLP, and Pogust Braslow & Millrood, LLC to represent Settlement Class Members. Together these law firms are called “Class Counsel.”

14. Should I get my own lawyer?

You do not need to hire your own lawyer to participate in the Settlement. But, if you want your own lawyer, you may

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hire one at your own cost.

15. How will the lawyers be paid, and will the Plaintiff Settlement Class Representatives receive incentive awards?

Class Counsel have prosecuted this case on a contingency basis. They have not received any fees or reimbursement for costs and expenses associated with this case. Class Counsel will request an award of reasonable attorney fees and reasonable costs and expenses of this Lawsuit (“Fees and Expenses”) from the Court in an amount no greater than seven million seven hundred thousand dollars (\$7,700,000).

Class Counsel will also apply to the Court for incentive awards to the named Plaintiffs, who have conditionally been approved as Settlement Class Representatives, in the amount of \$2,500 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 incentive awards will be paid by Defendants and will not reduce any benefits available to you under the Settlement.

Class Counsel’s motion for fees and expenses and Settlement Class Representative incentive awards will be filed by **December 4, 2019**, and will be made available for review at www.TireSettlement.com.

SUPPORTING OR OBJECTING TO THE SETTLEMENT

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

If you are a member of the Settlement Class and do not request to be excluded, you can tell the Court you like the Settlement and it should be approved, or that you object to the Settlement, Class Counsel’s requests for fees and expenses, or Settlement Class Representative incentive awards, if you do not like a part of it. You are not required to submit anything to the Court unless you are objecting or wish to be excluded from the Settlement.

To object, you must send a letter to the Court, with copies to the Class Counsel and defense counsel listed below, saying that you are objecting to the Settlement in *Wilson v. Volkswagen Group of America, Inc.*, Civil Action No. 1:17-cv-23033-SCOLA, and your objection must include your full name, current address and telephone number, the model year and VIN of your vehicle, and proof that you own(ed) or lease(d) it, a statement of all your factual and legal grounds for objecting, any documents and/or briefs supporting your objection, a statement of whether you intend to appear at the Fairness Hearing, and your signature. Any Settlement Class Member objecting to the Settlement must also provide a detailed list of any other objections submitted by the objector, or the objector’s counsel, to any class action Settlements submitted in any court in the previous five (5) years, or affirmatively state that the Settlement Class Member or his or her counsel has not objected to any other class action Settlement in the previous five (5) years, in the written materials provided with the objection. If you intend to appear at the Fairness Hearing through counsel, your comment must also state the identity of all attorneys representing you who will appear at the Fairness Hearing. Be sure to send your objection to the three different places set forth below such that it is **received no later than December 30, 2019**.

| COURT | CLASS COUNSEL | DEFENSE COUNSEL |
|---|---|--|
| CLERK OF THE COURT UNITED STATES DISTRICT COURT FOR SOUTHERN DISTRICT OF FLORIDA WILKIE D. FERGUSON, JR. UNITED STATES COURTHOUSE 400 NORTH MIAMI AVENUE MIAMI, FL 33128 | PETER PRIETO PODHURST ORSECK, P.A. ONE S.E. 3RD AVENUE SUITE 2300 MIAMI, FL 33131 | MICHAEL B. GALLUB HERZFELD & RUBIN P.C. 125 BROAD STREET NEW YORK, NY 10004 |

If you do not submit a written comment on or objection to the proposed Settlement or the application of Class Counsel for incentive 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 Fairness Hearing and to appeal from any order or judgment of the Court concerning the matter.

Questions? Call 1-855-964-0515 or visit www.TireSettlement.com

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

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

FAIRNESS HEARING

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

The Court will hold a Fairness Hearing at **8:30 a.m. on January 27, 2020**, before Judge Scola at the United States District Court for the Southern District of Florida, Wilkie D. Ferguson, Jr. United States Courthouse, Courtroom 12-3, 400 North Miami Avenue, Miami, FL 33128, to determine whether the Settlement should be finally approved. At this Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider Class Counsel's application for Fees and Expenses and incentive awards to Class Representatives.

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

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

20. May I speak at the Fairness Hearing?

If you do not exclude yourself, you may ask the Court's permission to speak at the Fairness Hearing concerning the proposed Settlement or the application of Class Counsel for attorneys' Fees and Expenses and Settlement Class Representative incentive awards. To do so, you must send in a letter saying that it is your intention to appear at the Fairness Hearing in *Wilson v. Volkswagen Group of America, Inc.*, Civil Action No. 1:17-cv-23033-SCOLA. The letter must state the position you intend to present at the Fairness 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 to the Clerk of the Court, Class Counsel, and defense counsel at the three addresses listed under Question 16 above, such that it is **received by the Court no later than December 30, 2019**. You may combine this letter and your comment (described under Question 16) in a single document. You cannot speak at the Fairness Hearing if you excluded yourself from the Settlement.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

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

MORE INFORMATION

22. Where can I get more information?

Visit the website at www.TireSettlement.com where you can find extra Claim Forms and more information on this litigation and Settlement. Updates regarding the case will be available at www.TireSettlement.com. You may also call the Claims Administrator at 1-855-964-0515 or email info@TireSettlement.com.

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