

# Exhibit 4A

## Class Claims Program and Administration for Owners and Lessees of Generation One 3.0-Liter Vehicles (Model Years 2009-2012)

**CLASS CLAIMS PROGRAM AND ADMINISTRATION FOR  
CLASS MEMBERS WITH 3.0-LITER GENERATION ONE VEHICLES (MODEL YEARS 2009-2012)**

The Claims Program is designed to provide Class Members with Generation One vehicles the information they need to understand and assess their options. Those options will differ depending on whether a Reduced Emissions Modification is made available.

To claim Settlement Benefits, **Eligible Former Owners must submit an identification form to Volkswagen online or by mail or by fax, which must be received by Volkswagen no later than May 1, 2017, and Eligible Former Owners and Eligible Former Lessees must file a complete and valid Claim within 60 days of the Court's Final 3.0-liter Approval Order** (no earlier than July 1, 2017). All other Class Members must submit a complete and valid Claim by June 1, 2019.

The claims process will take place in a number of steps, summarized here. Not all steps are relevant to all Class Members. The official Claims Program will begin 15 business days after the Court enters a Final 3.0-liter Approval Order, which will trigger the steps and timeframes set forth below.

**CLAIMS SUBMISSION PROCESS**

- 1. The Class Member Learns About the Settlement.** The Court-approved 3.0-liter Class Notice Program informs Class Members about the 3.0-liter Class Action Settlement, including the timeline for approval of a Reduced Emissions Modification and the estimated amount of compensation that they can expect to receive depending on their available remedies.

Information about the 3.0-liter Class Action Settlement Program will be available through the Settlement Website and Claims Portal ([www.VWCourtSettlement.com](http://www.VWCourtSettlement.com)) and by phone (1-844-98-CLAIM). Class Members will need to provide information including their name and contact information, their Eligible Vehicle's Vehicle Identification Number (VIN), and the address on the vehicle registration.

- 2. The Class Member Files a Claim.** The Class Member will submit a Claim Form and required documentation.

As part of submitting a claim, Class Members will provide required information and documentation, including, but not limited to, a driver's license or other government-issued identification, the dates the Class Member owned or leased the Eligible Vehicle, whether the Class Member has an extended warranty or service contract on the Eligible Vehicle, proof of ownership (if applicable), current vehicle registration (if applicable), vehicle financing information (if applicable), mileage (if applicable), the lease contract (if applicable), and financial consent forms (if applicable). Additional information may be required to verify eligibility. Class Members can submit an electronic Claim Form online through the Claims Portal, or a paper Claim Form by fax (1-248-754-6602) or mail (VW Court Settlement Claims Processing, P.O. Box 214500, Auburn Hills, MI, 48321). Class Members will

receive a Claim number once their online claim has been submitted or their paper claim has been received.

- 3. Volkswagen Reviews the Claim.** Once the Claims Program has begun (*i.e.*, 15 business days after the Court enters a Final 3.0-liter Approval Order), Volkswagen will review and verify the Class Member's Claim Form and document package for completeness. Volkswagen will have 10 business days from the date a Class Member provides the required documents to confirm that the claim is ready to move on to next step, or to notify that Class Member that there is a deficiency with the document package and/or that more information is needed.
- 4. Volkswagen Verifies Any Outstanding Loan Balances (Buyback and Trade-In Options Only).** If the Class Member has selected a Buyback or Trade-In and the Eligible Vehicle is subject to a lien, Volkswagen will contact the lienholder to receive the loan balance and payoff instructions. In some cases, the accountholder, who is typically the Class Member, may need to assist Volkswagen in determining the loan information and payoff instructions. Volkswagen will notify the Class Member if the accountholder's assistance is required. All other Class Members will skip this Step and move immediately from Step 3 to Step 5.
- 5. The Claims Supervisor Verifies the Claim.** For quality control, a Class Member's claim must be verified in several steps. After Volkswagen verifies a Class Member's document package, the Claims Supervisor will re-verify the Class Member's documents and information and will verify the Class Member's eligibility. If a deficiency is identified with the Class Member's documents or information, or additional information is needed to confirm the Class Member's eligibility, the Class Member will be notified that additional document(s) and/or information is needed. If there are no deficiencies, Volkswagen will prepare an initial offer and the Claims Supervisor will verify the offer before it is extended.
- 6. Volkswagen Extends Offers.** Class Members whose eligibility has been verified will be sent an offer within 15 business days after Step 5 commences. Class Members who submit Claims online will receive their offers online. Class Members who submit paper Claims will receive their offers by mail or, if they chose, through the Claims Portal. The process for accepting an offer is described in Step 7.

  - **Volkswagen Offers Free AdBlue Refill and Oil Change.** The offer for Class Members who own or lease their Eligible Vehicles will include a voucher for one AdBlue refill and one oil change (including engine oil, engine oil filter, and associated labor) free of charge at a participating Authorized Dealer after the Class Member receives an offer and before the Buyback, Trade-In, Reduced Emissions Modification, or Lease Termination takes place. The AdBlue refill and oil change will be available only at an Authorized Dealer of the same brand as the Eligible Vehicle. Although Class Members will receive a voucher for one AdBlue refill and one oil change with their formal offer documents, Class Members do not need to present the voucher to receive the AdBlue refill and/or oil change.

7. **The Class Member Accepts Offer & Completes Appointment.** The Class Member will confirm the remedy he or she chooses, accept the offer, and, if required for the chosen remedy, schedule and complete an appointment at a Volkswagen or Audi Authorized Dealer. To accept an offer, the Class Member will be required to submit a completed offer package, including a signed and notarized Individual Release, as set forth in Section 12.7 of the 3.0-liter Class Action Settlement Agreement.

Class Members eligible for a Buyback, Trade-In, Lease Termination, or Reduced Emissions Modification may change their remedy selection at any time before the selected remedy is completed, even if they have accepted an offer for a different remedy.

- **Buyback & Lease Termination.** Following submission of the completed offer package, including the Individual Release, Class Members will receive within 5 business days a schedule of available appointments for the Buyback, and that schedule shall provide for an available Buyback appointment within 60 days. Appointments for Buybacks and Lease Terminations will be scheduled through the Claims Portal or by phone (1-844-98-CLAIM) on a first-come, first-served basis. On the appointed day, the Class Member will meet with a “Settlement Specialist” to complete the Buyback or Lease Termination. The Settlement Specialist will verify the identity of the Class Member and Eligible Vehicle, verify that the vehicle is Operable, capture the current mileage on the Eligible Vehicle, collect necessary documentation, take possession of the Eligible Vehicle, and trigger payment to the Class Member (and/or lenders, if applicable) of any amount due. In certain circumstances detailed in Exhibit 1A, a Class Member may be required to deliver a cashier’s check to the Settlement Specialist at the time of Buyback or Lease Termination.
- **Trade-In.** Appointments for Trade-Ins will be scheduled through the Claims Portal or via phone (1-844-98-CLAIM) on a first-come, first-served basis. On the appointed day and time, the Eligible Vehicle must be brought into the participating Volkswagen or Audi Authorized Dealer where the Class Member scheduled a Trade-In to complete the transaction. At the appointment, the Eligible Vehicle’s current mileage and operability will be verified. The Class Member will then surrender his or her Eligible Vehicle and receive a Trade-In Credit equal to the Buyback Amount. The Trade-In Credit must be applied towards the Class Member’s purchase of a new or used vehicle at the Authorized Dealer. If a Class Member’s Trade-In Credit exceeds the retail transaction price of the vehicle received through the Trade-In (which may include, but is not limited to, vehicle price, accessories, fees, taxes, registration, and other dealer products), the Class Member may receive the difference between the retail transaction price and the Trade-In Credit in whatever form is negotiated between the Class Member and the Authorized Dealer, including but not limited to other benefits negotiated between the Class Member and the Authorized Dealer or a check for the remaining amount.
- **Reduced Emissions Modification.** If and when a Reduced Emissions Modification becomes available, a Class Member who chooses that option

will be able to schedule an appointment at an Authorized Dealer and have his or her Eligible Vehicle modified at Volkswagen's expense. If the service will last longer than three hours, the Class Member will be able to reserve a free loaner car when scheduling his or her appointment. At the beginning of the appointment, the Class Member's Claim number and identification must be provided to a "Program Ambassador" at the Authorized Dealer to validate eligibility. The Authorized Dealer will then perform the Reduced Emissions Modification and will confirm to Volkswagen that the Reduced Emissions Modification has been completed, which will trigger the Restitution Payment process. If no Reduced Emissions Modification is available for an Eligible Owner's or Eligible Lessee's Eligible Vehicle by August 1, 2018, then that Class Member shall have an opportunity, between August 1, 2018 and September 1, 2018, to withdraw from the 3.0-liter Class Action Settlement.

- 8. The Class Member Applies for Pro-Rated Refund of Unused Portion of Extended Vehicle Warranties and/or Vehicle Service Contracts/Plans.** Class Members who have received a Buyback may submit a claim to receive refunds of unused and otherwise nonrefundable portions of the purchase price of extended vehicle warranties and/or vehicle service contract or plans purchased from Authorized Dealers, including any termination fees, provided that the warranty or service contract or plan was purchased prior to January 31, 2017. The refund, if any, shall be pro-rated to account for any unused months (if the warranty or plan is time-based), service/maintenance events (if the warranty or contract is based on service events), or mileage (if the warranty or plan is mileage-based), as applicable. Volkswagen will not be required to make any payments to consumers that will result in the consumers receiving double recovery of any portion of the purchase price of any extended vehicle warranty or vehicle service plan. Class Members seeking a pro-rated refund of extended warranty or service plan must submit a complete and valid warranty/service contract or plan claim no later than 30 days after the Buyback has occurred. Claims for warranty/service plan refunds will be validated by Volkswagen and/or a third-party claims processor. If any portion of a vehicle warranty or service plan is refundable under the warranty or service plan contract, the consumer will need to follow the procedures laid out in the contract to obtain a refund of that portion.

#### **ADDITIONAL PROVISIONS**

- 9. Top-Up Payments.** If a Class Member later becomes eligible for additional compensation under the 3.0-liter Class Action Settlement after Volkswagen and the Claims Supervisor complete validation of Claims made by Eligible Former Owners and Eligible Former Lessees, Volkswagen will transmit an additional "top-up" Payment by electronic fund transfer or by check according to the preference expressed by the Class Member.
- 10. Claims Review Committee.**
- **Contested Claims.** If a Class Member or purported Class Member contests a decision about his or her eligibility or the eligibility of his or her vehicle or whether his or her compensation amount is accurate, that Class Member may

appeal the contested decision to the Claims Review Committee by completing and mailing the requisite form to VW Court Settlement, Attn: Contested Claim, P.O. Box 214500, Auburn Hills, MI, 48321. The decisions of the Claims Review Committee are final and not subject to appeal.

- **Buyback Timing.** If a Class Member seeking a Buyback has a compelling, factually-supported case to be granted an expedited Buyback or to be permitted to surrender physical possession of the vehicle to Volkswagen while awaiting the Buyback (*e.g.*, the need to depart for overseas military service or public sector work), that Class Member may submit a Buyback Timing Appeal to the Claims Review Committee by sending a letter and any supporting materials to VW Court Settlement, Attn: Buyback Timing Appeal, P.O. Box 214500, Auburn Hills, MI, 48321. The decisions of the Claims Review Committee are final and not subject to appeal.

**11. Payment Methods and Timing.** When accepting an offer, Class Members must indicate a preference for payment by check or electronic funds transfer (preferred method). Class Members filing paper Claim Forms via U.S. mail will include their payment preference in a section on the offer acceptance and Individual Release.

- **Receipt at Appointment.** At the end of the appointment for the Reduced Emissions Modification, Buyback, or Lease Termination, the Class Member will receive a receipt providing specific information about his or her final compensation as well as a number to call if payment is not timely received.
- **Electronic Fund Transfer.** Volkswagen will submit an electronic funds transfer within three banking days of a Reduced Emissions Modification, Buyback, Lease Termination, or the acceptance of an offer by an Eligible Former Owner or Eligible Lessee who no longer owns or leases their Eligible Vehicle. After Volkswagen submits the request, Class Members will receive an email from Volkswagen's banking partner asking the Class Member to enter his or her account information and certain additional information required for the payment to be transferred.
- **Check.** For Class Members who do not require an appointment to complete their remedy, a check for the full amount due will be mailed within five banking days of when Volkswagen determines that the Class Member's accepted offer package is complete. For Class Members who opt for a Buyback or Lease Termination, a check for the full amount due will be available at the Authorized Dealer, unless a mileage adjustment is required, and subject to the additional "top-up" Payment that may be required. If an upward mileage adjustment is required (resulting in a lower payment), the Class Member will not receive a check at the Volkswagen or Audi Authorized Dealer, but will be mailed a check within five banking days or alternatively the Class Member can opt to reschedule the appointment. If a downward mileage adjustment is required (resulting in a higher payment), the Class

Member will receive a check at the Volkswagen or Audi Authorized Dealer that does not reflect the mileage adjustment and will be mailed an additional check within five banking days for the additional amount due as a result of the downward mileage adjustment. A check will be mailed to Class Members who receive a Reduced Emissions Modification within five banking days of the completed Reduced Emissions Modification.

## **12. Specific Deadlines and Instructions for Eligible Former Owners and Eligible Former Lessees.**

- **Identification Deadline for Eligible Former Owners.** To obtain benefits under the 3.0-liter Class Action Settlement, Eligible Former Owners must identify themselves by the Eligible Former Owner Identification Deadline through submission of an Eligible Former Owner identification form online or by mail or fax, which must be received by Volkswagen by the Eligible Former Owner Identification Deadline of **May 1, 2017**.
- **Claim Submission Deadline for Eligible Former Owners and Eligible Former Lessees.** To obtain benefits under the 3.0-liter Class Action Settlement, Eligible Former Owners and Eligible Former Lessees must submit a complete and valid Claim, including all supporting information and documentation necessary to establish eligibility, no later than 60 days after the Court's Final 3.0-liter Approval Order. For example, if the Court enters its Final 3.0-liter Approval Order during the first week of May 2017, Eligible Former Owners and Eligible Former Lessees must submit a complete and valid Claim, including all supporting information and documentation necessary to establish eligibility, by **the first week of July 2017**. Volkswagen and the Claims Supervisor will then review and verify the determination of the Class Member's eligibility (or ineligibility) to participate.
- **Claim Submission Deadline for All Other Class Members.** The Claims Submission Deadline for Eligible Former Owners and Eligible Former Lessees who no longer own or lease an Eligible Vehicle is addressed above. This paragraph applies to all other Generation One Class Members, as defined in Section 2.23 of the 3.0-liter Class Action Settlement. The Settlement Benefit Period for those Class Members will run from the date of the Final 3.0-liter Approval Order, if entered, until **September 30, 2019**. These Class Members may begin registering and submitting required documentation through the Claims Portal beginning on the date of Final 3.0-liter Approval Order, and must submit a complete and valid Claim, including all information and documentation necessary to establish eligibility by no later than **June 1, 2019**, and must accept a formal offer and, if required for their remedy, schedule and complete an appointment at a participating Volkswagen or Audi Authorized Dealer to obtain their remedy by no later than **September 30, 2019**.

**Exhibit 4B**  
**Class Claims Program and**  
**Administration for Owners**  
**and Lessees of Generation**  
**Two 3.0-Liter Class Vehicles**  
**(Model Years 2013-2016)**

**CLASS CLAIMS PROGRAM AND ADMINISTRATION FOR  
CLASS MEMBERS WITH 3.0-LITER GENERATION TWO VEHICLES (MODEL YEARS 2013-2016)**

The claims process is designed to provide Class Members with Generation Two vehicles the information they need to understand and assess their options. Those options will differ depending on whether an Emissions Compliant Repair is timely made available.

To claim Settlement Benefits, **Eligible Former Owners of a Volkswagen, Audi, or Porsche Eligible Vehicle must submit an identification form to Volkswagen online or by mail or by fax, which must be received by Volkswagen no later than May 1, 2017** (irrespective of whether an Emissions Compliant Repair is timely made available), and **Eligible Former Owners and Eligible Former Lessees must file a complete and valid Claim within 60 days of the Court's Final 3.0-liter Approval Order** (no earlier than July 1, 2017). All other Class Members must submit a complete and valid Claim by December 31, 2019.

The claims process will take place in a number of steps, summarized here. Not all steps are relevant to all Class Members. The official Claims Program will begin 15 business days after the Court enters a Final 3.0-liter Approval Order, which will trigger the steps and timeframes set forth below.

**CLAIMS SUBMISSION PROCESS**

- 1. The Class Member Learns About the 3.0-liter Class Action Settlement.** The Court-approved 3.0-liter Class Notice Program informs Class Members about the 3.0-liter Class Action Settlement, including the timeline for approval of an Emissions Compliant Repair, the estimated amount of compensation that they can expect to receive under the Agreement if the Emissions Compliant Repair is approved, as well as the nature of any alternative remedies that will be available to Class Members if no Emissions Compliant Repair is approved.

Information about the 3.0-liter Class Action Settlement Program will be available through the Settlement Website and Claims Portal ([www.VWCourtSettlement.com](http://www.VWCourtSettlement.com)) and by phone (1-844-98-CLAIM). Class Members will need to provide information including their name and contact information, their Eligible Vehicle's Vehicle Identification Number (VIN), and the address on the vehicle registration.

- 2. The Class Member Files an Initial Claim.** The Class Member will submit a Claim Form and required documentation.

As part of submitting a claim, Class Members will provide required information and documentation, including, but not limited to, a driver's license or other government-issued identification, the dates the Class Member owned or leased the Eligible Vehicle, proof of ownership (if applicable), current vehicle registration (if applicable), and the lease contract (if applicable). Additional information may be required to verify eligibility. Class Members can submit an electronic Claim Form online through the Claims Portal, or a paper Claim Form by fax (1-248-754-6602) or mail (VW Court Settlement Claims Processing, P.O. Box

214500, Auburn Hills, MI, 48321). Class Members will receive a Claim number once their online Claim has been submitted or their paper Claim has been received.

3. **Volkswagen Reviews the Claim.** Once the Claims Program has begun (*i.e.*, 15 business days after the Court enters a Final 3.0-liter Approval Order), Volkswagen will review and verify the Class Member's Claim Form and document package for completeness. Volkswagen will have 10 business days from the date the Class Member provides the required documents to confirm that the Claim is ready to move on to next step, or to notify that Class Member that there is a deficiency with the document package and/or that more information is needed.
4. **Claims Supervisor Verifies the Claim.** For quality control, a Class Member's claim must be verified in several steps. After Volkswagen verifies a Class Member's document package, the Court-appointed Claims Supervisor will re-verify the Class Member's documents and information and will verify the Class Member's eligibility. If a deficiency is identified with the Class Member's documents or information, or additional information is needed to confirm the Class Member's eligibility, the Class Member will be notified. If there are no deficiencies, Volkswagen will prepare an initial offer and the Claims Supervisor will verify the offer before it is extended.
5. **Volkswagen Extends Offers.**
  - **Volkswagen Extends Final Offer to Class Members Who No Longer Possess Their Eligible Vehicles (Former Owners and Eligible Lessees whose leases have ended).** Class Members whose eligibility has been verified will be sent an offer within 15 business days after Step 4 commences. Class Members who submit Claims online will receive their offers online. Class Members who submit paper Claims will receive their offers by mail or, if they choose, through the Claims Portal. The process for accepting an offer is described in Step 14.
  - **Volkswagen Offers Repair Participation Payment to Class Members Awaiting a Repair.** Volkswagen will offer a Repair Participation Payment (half of the amount a Class Member will be entitled to if an Emissions Compliant Repair becomes available on time) to Eligible Owners and Lessees who possess an Eligible Vehicle and are awaiting a repair. Class Members may choose to accept the Repair Participation Payment by submitting an acceptance form and executing an Individual Release, which will become binding once the Class Member receives the Repair Participation Payment, but will not release a Class Member's rights to receive the remainder of his, her or its benefits under the 3.0-liter Class Action Settlement. To accept the Repair Participation Payment, a Class Member will have to schedule and complete an appointment at an Authorized Dealer. The appointment can be scheduled on the Claims Portal or by phone (1-844-98-CLAIM). Following submission of the acceptance form and Individual Release, Class Members will receive a schedule of available appointments within 5 business days, and that schedule shall provide for an available appointment within 30 days.

**\*\*Class Members do not have to accept the Repair Participation Payment to remain eligible for Settlement Benefits, and will receive 100% of the compensation to which they are entitled under this Agreement at the appropriate time regardless.\*\***

- 6. Volkswagen Informs the Class Member Whether an Emissions Compliant Repair Has Been Timely Approved.** If an Emissions Compliant Repair is timely approved, the Class Member will proceed to Step 7. If an Emissions Compliant Repair is not timely approved, the Class Member will proceed to Step 9.

***If an Emissions Compliant Repair Is Timely Available: Repair & Repair Payment***

- 7. The Class Member Verifies Contact Information & Schedules Appointment.** If and when Volkswagen or Porsche, as applicable, receives approval from the EPA and CARB to implement an Emissions Compliant Repair on any group of Eligible Vehicles, the Notice Administrator will notify Class Members by mail that an Emissions Compliant Repair has been approved. Class Members who have already submitted a complete and valid Claim and have returned their signed and notarized offer package to Volkswagen, including the Individual Release, may then schedule an appointment for their Eligible Vehicles at an Authorized Dealer for an Emissions Compliant Repair. Class Members will need to verify or update their contact information and schedule an appointment to receive the Emissions Compliant Repair.
- 8. The Class Member Completes an Appointment & Receives Payment.** The Class Member's Eligible Vehicle must be brought to a Volkswagen, Audi, or Porsche Authorized Dealer of the same brand as the Eligible Vehicle to receive the Emissions Compliant Repair free of charge. If the service will take longer than three hours, the Class Member will be able to reserve a loaner car free of charge when scheduling their appointment. At the beginning of the appointment, the Class Member must provide his or her Claim number and identification to a "Program Ambassador" at the Authorized Dealer to validate eligibility. The Authorized Dealer will then perform the Emissions Compliant Repair and will confirm to Volkswagen that the Emissions Compliant Repair has been completed, which will trigger the Repair Payment process. The Class Member will then receive a Repair Payment, as described in Exhibit 1B to the 3.0-liter Class Action Settlement.

***If an Emissions Compliant Repair Is Not Timely Available: Buyback, Trade-In, Lease Termination & Approved Emissions Modification***

- 9. The Class Member Learns about the Buyback, Trade-In, Lease Termination, and Approved Emissions Modification Options (if approved).** The Class Member will receive information about the remedies available to him or her—including a Buyback, Trade-In, Lease Termination, or Reduced Emissions Modification or untimely Emissions Compliant Repair (if available)—and the estimated compensation he or she would receive with each

remedy. This information will remain available throughout the Settlement Benefit Period on the Settlement Website and by telephone.

- 10. The Class Member May Submit a New or Modified Claim and Documentation.** The Class Member will submit a new or modified Claim Form and documentation, as described in Step 2, corresponding with the new chosen remedy. Volkswagen will then review the Class Member's additional document(s) for completeness as described in Step 3.
- 11. Volkswagen Verifies Any Outstanding Loan Balances (Buyback or Trade-In Options Only).** If the Class Member has selected a Buyback or Trade-In and the Eligible Vehicle is subject to a lien, Volkswagen will contact the lienholder to receive the loan balance and payoff instructions. In some cases, the accountholder, who is typically the Class Member, may need to assist Volkswagen in determining the loan information and payoff instructions. Volkswagen will notify the Class Member if the accountholder's assistance is required.
- 12. The Claims Supervisor Verifies Claim & Class Member Receives Offer.** The Claims Supervisor will re-verify the Class Member's additional document(s) and information and confirm the Class Member's eligibility to participate in the 3.0-liter Class Action Settlement. If the Class Member is eligible, Volkswagen will then make an offer.
- 13. Volkswagen Offers Free AdBlue Refill and Oil Change.** If an Emissions Compliant Repair is not available for any particular Sub-Generation of Generation Two Eligible Vehicles, those Eligible Vehicles are entitled to one AdBlue refill and one oil change (including engine oil, engine oil filter, and associated labor) free of charge at a participating Authorized Dealer after the Class Member receives an offer and before the Buyback, Trade-In, Reduced Emissions Modification or untimely Emissions Compliant Repair (if available), or Lease Termination takes place. The AdBlue refill and oil change will be available only at an Authorized Dealer of the same brand as the Eligible Vehicle. The Class Member will receive a voucher for these benefits with his or her offer documents but does not need to present the voucher to receive the benefits.
- 14. The Class Member Accepts Offer & Completes Appointment.** The Class Member will confirm the remedy he or she chooses, accept the offer, and, if required for the chosen remedy, schedule and complete an appointment at a Volkswagen, Audi, or Porsche Authorized Dealer. To accept an offer, the Class Member will be required to submit a completed offer package, including a signed and notarized Individual Release, as set forth in Section 12.7 of the 3.0-liter Class Action Settlement, unless the Class Member already executed a release when accepting a Repair Participation Payment.

Class Members eligible for a Buyback, Trade-In, Lease Termination, Reduced Emissions Modification or untimely Emissions Compliant Repair (if available) may change their remedy selection at any time before the selected remedy is completed, even if they have accepted an offer for a different remedy.

- **Buyback & Lease Termination.** Appointments for Buybacks and Lease Terminations will be scheduled through the Claims Portal or by phone (1-844-98-

- CLAIM) on a first-come, first-served basis. On the appointed day, the Class Member will meet with a “Settlement Specialist” to complete the Buyback or Lease Termination. The Settlement Specialist will verify the identity of the Class Member and Eligible Vehicle, verify that the vehicle is Operable, capture the current mileage on the Eligible Vehicle, collect necessary documentation, take possession of the Eligible Vehicle, and trigger payment to the Class Member (and/or lenders, if applicable) of any amount due. In certain circumstances detailed in Exhibit 1B, a Class Member may be required to deliver a cashier’s check to the Settlement Specialist at the time of Buyback or Lease Termination.
- **Trade-In.** Appointments for Trade-Ins will be scheduled through the Claims Portal or via phone (1-844-98-CLAIM) on a first-come, first-served basis. On the appointed day and time, the Eligible Vehicle must be brought into the participating Volkswagen, Audi, or Porsche Authorized Dealer where the Class Member scheduled a Trade-In to complete the transaction. At the appointment, the Eligible Vehicle’s current mileage and operability will be verified. The Class Member will then surrender his or her Eligible Vehicle and receive a Trade-In Credit equal to the Buyback Amount less any Repair Participation Payment made under Step 5. The Trade-In Credit must be applied towards the Class Member’s purchase of a new or used vehicle at the Authorized Dealer. If a Class Member’s Trade-In Credit exceeds the retail transaction price of the vehicle received through the Trade-In (which may include, but is not limited to, vehicle price, accessories, fees, taxes, registration, and other dealer products), the Class Member may receive the difference between the retail transaction price and the Trade-In Credit in whatever form is negotiated between the Class Member and the Authorized Dealer, including, but not limited to, other benefits negotiated between the Class Member and the Dealer or a check for the remaining amount.
  - **Approved Emissions Modification.** If and when a Reduced Emissions Modification (or untimely Emissions Compliant Repair) becomes available, a Class Member who chooses that option will be able to schedule an appointment at an Authorized Dealer and have his or her Eligible Vehicle modified at Volkswagen’s expense. If the service will last longer than three hours, the Class Member will be able to reserve a free loaner car when scheduling his or her appointment. At the beginning of the appointment, the Class Member’s Claims Number and identification must be provided to a “Program Ambassador” at the Authorized Dealer to validate eligibility. The Authorized Dealer will then perform the Reduced Emissions Modification (or untimely Emissions Compliant Repair) and will confirm to Volkswagen that the Reduced Emissions Modification (or untimely Emissions Compliant Repair) has been completed, which will trigger the Restitution Payment process. If no Approved Emissions Modification is available for an Eligible Owner’s or Eligible Lessee’s Eligible Vehicle by August 1, 2018, then that Class Member shall have an opportunity, between August 1, 2018 and September 1, 2018, to withdraw from the 3.0-liter Class Action Settlement. To withdraw under this provision, the Eligible Owner or Eligible Lessee must return to Volkswagen any Repair Participation

Payment he, she, or it received, as described in paragraph 9.2 of the 3.0-liter Class Action Agreement.

- 15. The Class Member Applies for Pro-Rated Refund of Unused Portion of Extended Vehicle Warranties and/or Vehicle Service Contracts.** Class Members who have received a Buyback may submit a claim to receive refunds of unused and otherwise nonrefundable portions of the purchase price of extended vehicle warranties and vehicle service plans purchased from Volkswagen, Audi and Porsche Authorized Dealers prior to January 31, 2017, including termination fees. The refund, if any, shall be pro-rated to account for any unused months (if the warranty or plan is time-based) service/maintenance events (if the warranty or contract is based on service events) or mileage (if the warranty or plan is mileage-based), as applicable. Volkswagen will not be required to make any payments to consumers that will result in the consumers receiving double recovery of any portion of the purchase price of any extended vehicle warranty or vehicle service plan. Class Members seeking a pro-rated refund of extended warranty or service plan must submit a complete and valid warranty/service plan claim no later than 30 days after the Buyback has occurred. Claims for warranty/service plan refunds will be validated by Volkswagen and/or a third-party claims processor. If any portion of a vehicle warranty or service plan is refundable under the warranty or service plan contract, the consumer will need to follow the procedures laid out in the contract to obtain a refund of that portion.

#### **ADDITIONAL PROVISIONS**

- 16. The Class Member Is Provided a Class Bridge Warranty (If Applicable):** Eligible Owners and Eligible Lessees of Generation Two Eligible Vehicles who do not opt out of the 3.0-liter Class Action Settlement (i) whose original New Vehicle Limited Warranty and/or Powertrain Limited Warranty expired/expires prior to the timely availability of an Emissions Compliant Repair and (ii) whose Generation Two Eligible Vehicles are not covered by another warranty and/or service contract (provided through Volkswagen, Audi, Porsche, or any third-party), will receive a Class Bridge Warranty providing coverage and terms mirroring the coverage previously provided by the expired New Vehicle Limited Warranty and/or Powertrain Limited Warranty. The Class Bridge Warranty exclusively applies to covered repairs performed by an Authorized Dealer based on conditions that arose between (a) January 31, 2017 or the expiration date of the New Vehicle Limited Warranty and/or Powertrain Limited Warranty, whichever is later, and (b) the date that an Emissions Compliant Repair is approved or denied. After final approval of the Agreement, Class Members who did not opt out will receive information from Volkswagen detailing how to obtain benefits under the Class Bridge Warranty. Individuals who opt out of the 3.0-liter Class Action Settlement will not be eligible for the Class Bridge Warranty and will be responsible for payment for any repairs performed by an Authorized Dealer that are not covered by another warranty and/or service contract.
- 17. Top-Up Payments.** If a Class Member later becomes eligible for additional compensation under the 3.0-liter Class Action Settlement after Volkswagen and the Claims Supervisor complete validation of Claims made by Eligible Former Owners and Eligible Former Lessees, Volkswagen will transmit an additional “top up” Restitution or Repair Payment by

electronic fund transfer or by check according to the preference expressed by the Class Member.

**18. Claims Review Committee.**

- **Contested Claims.** If a Class Member or purported Class Member contests a decision about his or her eligibility or the eligibility of his or her vehicle or whether his or her compensation amount is accurate, that Class Member or purported Class Member may appeal the contested decision to the Claims Review Committee by completing and mailing the requisite form to VW Court Settlement, Attn: Contested Claim, P.O. Box 214500, Auburn Hills, MI, 48321. The decisions of the Claims Review Committee are final and not subject to appeal.
- **Buyback Timing.** If a Class Member seeking a Buyback has a compelling, factually-supported case to be granted an expedited Buyback or to be permitted to surrender physical possession of the vehicle to a Volkswagen, Audi or Porsche Authorized Dealer while awaiting the Buyback (*e.g.*, the need to depart for overseas military service or public sector work), that Class Member may submit a Buyback Timing Appeal to the Claims Review Committee by sending a letter and any supporting materials to VW Court Settlement, Attn: Buyback Timing Appeal, P.O. Box 214500, Auburn Hills, MI, 48321. The decisions of the Claims Review Committee are final and not subject to appeal.

**19. Payment Methods and Timing.** Repair Participation Payments, Repair Payments, Restitution Payments, and Buyback Payments will be made by electronic fund transfer or by check according to each Class Member's preference. Class Members will specify how they would like to receive their payments when they accept their offer.

- **Receipt at Appointment.** At the end of the appointment for the Emissions Compliant Repair, Reduced Emissions Modification, Buyback, or Lease Termination, the Class Member will receive a receipt providing specific information about his or her final compensation as well as a number to call if payment is not timely received.
- **Electronic Fund Transfer.** An electronic fund transfer will be submitted for payment by Volkswagen within three banking days of an Emissions Compliant Repair, Reduced Emissions Modification, Buyback, Lease Termination, or the acceptance of an offer by an Eligible Former Owner or Eligible Lessee who no longer owns or leases their Eligible Vehicle. After Volkswagen submits the request, Class Members will receive an email from Volkswagen's banking partner asking the Class Member to enter his or her account information and certain additional information required for the payment to be transferred.
- **Check.** For Class Members who do not require an appointment to complete their remedy, a check for the full amount due will be mailed within five banking days of the date Volkswagen determines that the Class Member's accepted offer package is complete. For Class Members who choose a Buyback or Lease Termination, a check

for the full amount due will be available at the Authorized Dealer, unless a mileage adjustment is required, and subject to any additional “top-up” payment that may be required. If an upward mileage adjustment is required (resulting in a lower payment), the Class Member will not receive a check at the Volkswagen, Audi or Porsche Authorized Dealer, but will be mailed a check within five banking days or, alternatively, the Class Member can opt to reschedule the appointment. If a downward mileage adjustment is required (resulting in a higher payment), the Class Member will receive a check at the Volkswagen, Audi or Porsche Authorized Dealer that does not reflect the mileage adjustment and will be mailed an additional check within five banking days for the additional amount due as a result of the downward mileage adjustment. A check will be mailed to Class Members who receive an Emissions Compliant Repair or Reduced Emissions Modification within five banking days of the completed Emissions Compliant Repair or Reduced Emissions Modification.

## **20. Specific Deadlines and Instructions for Eligible Former Owners and Eligible Former Lessees.**

- **Identification Deadline for Eligible Former Owners.** To obtain benefits under the 3.0-liter Class Action Settlement, Eligible Former Owners must identify themselves by the Eligible Former Owner Identification Deadline through submission of an Eligible Former Owner identification form online or by mail or fax, which must be received by Volkswagen by the Eligible Former Owner Identification Deadline of **May 1, 2017**.
- **Claims Submission Deadline for Eligible Former Owners and Eligible Former Lessees.** To obtain benefits under the 3.0-liter Class Action Settlement, Eligible Former Owners and Eligible Former Lessees must submit a complete and valid Claim, including all supporting information and documentation necessary to establish eligibility, no later than 60 days after the Court’s Final 3.0-liter Approval Order. For example, if the Court enters its Final 3.0-liter Approval Order during the first week of May 2017, Eligible Former Owners and Eligible Former Lessees must submit a complete and valid Claim, including all supporting information and documentation necessary to establish eligibility, by **the first week of July 2017**. Volkswagen and the Claims Supervisor will then review and verify the determination of the Class Member’s eligibility (or ineligibility) to participate.
- **Claims Submission Deadline for All Other Class Members.** The Claims Submission Deadline for Eligible Former Owners and Eligible Former Lessees is addressed above. This paragraph applies to all other Generation Two Class Members, as defined in Section 2.23 of the 3.0-liter Class Action Settlement. The Settlement Benefit Period for those Class Members will run from the date of the Final 3.0-liter Approval Order, if entered, until **April 30, 2020**. These Class Members may begin registering and submitting required documentation through the Claims Portal beginning on the date of Final 3.0-liter Approval, and must submit a complete and valid Claim, including all information and documentation necessary to establish

eligibility by no later than **December 31, 2019**. They must accept a formal offer and, if required for their remedy, schedule and complete an appointment at a participating Volkswagen, Audi or Porsche Authorized Dealer to obtain their remedy by no later than **April 30, 2020**.