

IMPORTANT LEGAL MATERIALS



<<Name 1>>
<<Name 2>>
<<Name 3>>
<<Name 4>>
<<Address 1>>
<<Address 2>>
<<City>> <<State>> <<Zip 10>>
<<CountryName>>

If the pre-printed information to the left is not correct or if there is no pre-printed information, please check the box and complete the information below:

Name: _____
Address: _____
City: _____
State: _____ Zip Code: _____
Telephone Number: (_____) _____ - _____
Vehicle ID Number: <<VIN>>

OIL CONSUMPTION CLAIM FORM

STEPS FOR SUBMITTING A CLAIM:

(1) Provide a repair receipt, service invoice and other paperwork (original or copies) demonstrating that a Service Adjustment (as explained in the accompanying Class Notice) was previously performed by an Audi dealer and that you paid money out-of-pocket for that Service Adjustment:

Your documentation must show:

- The date and vehicle mileage at the time of the Service Adjustment;
- The name, address and telephone number of the Audi dealer that performed the Service Adjustment;
- The year, make, model and Vehicle ID Number (VIN) of your vehicle;
- Proof of ownership or lease of the vehicle;
- A description of the work performed, including a breakdown of the parts repaired or replaced and the parts and labor costs;
- Proof of payment including the amount paid for the Service Adjustment (parts and labor) and the date and manner of payment;
- If you were previously reimbursed in part for the Service Adjustment, the amount of the reimbursement, and when, how and by whom you were partially reimbursed.

By signing this form, you are certifying under oath that you have not already been reimbursed for this Service Adjustment except as reflected on the documents you have submitted.

(2) Sign & Date:

Signature: _____ Date: ____ / ____ / _____

(3) Mail Claim Form and Paperwork by June 27, 2015 to:

Oil Consumption Settlement
P.O. Box 2210
Faribault, MN 55021-1610

For more information please view the Class Notice, call the Claims Administrator at 1-866-591-7231 or visit www.oilconsumptionsettlement.com.



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FOR OFFICIAL USE ONLY
08

REQUEST FOR EXCLUSION

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

ALI ASGHARI, ET AL.,

Plaintiffs,

v.

VOLKSWAGEN GROUP OF AMERICA, INC., ET AL.,

Defendants.

2:13-cv-02529 (MMM) (VBK)

REQUEST FOR EXCLUSION

Full Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: (_____) _____ - _____

Vehicle (Make and Model Year): _____

Vehicle Identification Number (VIN): _____

I hereby wish to exclude myself from the settlement class in the above referenced action.

I certify that no Service Adjustment was performed on my vehicle after the date of the Class Notice under the Settlement, and no repair was performed on my vehicle under the 8 year/80,000 mile Extended Warranty provided under the Settlement.

Signature: _____

Print Name: _____ Date: _____ / _____ / _____



CLASS NOTICE

Ali Asghari et al. v. Volkswagen Group of America, Inc. et al.

Case No. CV13-02529

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA

If you are a current or former purchaser or lessee of a 2009 model year Audi A4 vehicle, a 2010 model year Audi A4 or A5 vehicle, or a 2011 model year Audi A4, A5 or Q5 vehicle, which was originally equipped with a factory-installed 2.0 liter TFSI longitudinal engine bearing Audi internal engine code CAEB (“CAEB engine”), you may be entitled to receive a benefit under a proposed class action settlement.

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

- This class action lawsuit claimed that certain 2009-2011 Audi vehicles consumed excessive or improper amounts of engine oil. The class action, pending in the United States District Court for the Central District of California, is entitled *Ali Asghari et al. v. Volkswagen Group of America, Inc., et al.*, Case No. CV13-02529 (the “Action” or “Lawsuit”). The Court has authorized this Notice.
- The parties have agreed to settle the Action. This Notice explains the lawsuit, the Settlement, your legal rights, available benefits, who is eligible for them, and how to get them. As a Class Member you have various options that you may exercise before the Court decides whether to approve the Settlement.
- 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.

BASIC INFORMATION

1. Introduction: Why you received this notice.

According to records of Audi of America, Inc., an operating unit of Volkswagen Group of America, Inc. (“Audi”), you are a current or past purchaser or lessee of a 2009 model year Audi A4 vehicle, a 2010 model year Audi A4 or Audi A5 vehicle, or a 2011 model year Audi A4, A5 or Q5 vehicle, which was originally equipped with a factory-installed 2.0 liter TFSI longitudinal engine bearing Audi internal engine code CAEB (“CAEB engine”), imported and distributed by Volkswagen Group of America, Inc. for sale or lease in the United States or Puerto Rico (“Settlement Class Vehicles”). A class action lawsuit was filed against Volkswagen Group of America, Inc., Audi AG and Volkswagen AG (collectively, “Defendants”) claiming that certain Settlement Class Vehicles consumed excessive amounts of engine oil. The Lawsuit claims that Settlement Class Vehicles were improperly designed, manufactured, distributed, marketed, advertised and sold, that consumer statutes were violated and applicable warranties were breached. The Lawsuit seeks certification of a nationwide class of all present and former purchasers and lessees of Settlement Class Vehicles in the United States or Puerto Rico to pursue these claims.

Defendants have expressly denied these claims. Defendants maintain that the Settlement Class Vehicles do not consume excessive amounts of engine oil and are not defective. Defendants maintain that the Settlement Class Vehicles function(ed) in a proper manner, were properly designed, manufactured, distributed, marketed, advertised, warranted and sold, and that Defendants did not violate any warranties, statutes or laws.

Without any admission of liability or wrongdoing on the part of Defendants, the Court has preliminarily approved a nationwide settlement of the Lawsuit pursuant to which the following benefits will be available to past and present owners and lessees of Settlement Class Vehicles (as applicable) in the United States or Puerto Rico who do not timely exclude themselves from the Settlement:

(1) Reimbursement for Service Adjustments Performed By An Authorized Audi Dealer Prior To The Date of This Notice:

To the extent not previously reimbursed, a cash reimbursement will be available if, prior to the date of this Notice, you previously paid out-of-pocket for the following work performed on your Settlement Class Vehicle by an Audi dealer: (A) replacement of the crankcase pressure regulating valve, front crankshaft seal and front crankshaft bolt, and (B) updating the Engine Control Module software to match the new part(s) referred to in (A) above, consistent with any applicable Audi Technical Service Bulletin that is in effect at the time (hereinafter referred to collectively as “Service Adjustment”).

If, prior to the Notice Date, part of the Service Adjustment was performed by an authorized Audi dealer, you will be entitled to reimbursement for out-of-pocket costs expended (and not previously reimbursed) for said part(s) of the Service Adjustment that was/were performed, provided that it related to oil consumption.

A cash reimbursement will not be available for Service Adjustments performed under this section if the vehicle’s service documentation indicates that the Service Adjustment was due to a lack of or insufficient engine maintenance or failure to comply with the oil and oil filter maintenance requirements and time/mileage schedule of the vehicle’s Warranty Maintenance Booklet and Owners’ Manual.

To receive a cash reimbursement, you must mail in the enclosed Claim Form, together with the required proof. The proof required to be submitted is described in the Claim Form. The mailing must be postmarked by June 27, 2015. Cash reimbursements will only be made if the Court approves the Settlement.

(2) Free Service Adjustment for Current Owners or Lessees of Settlement Class Vehicles Within Eighteen (18) Months After The Date of This Notice:

Effective on the date of this Notice, any current owner or lessee of a Settlement Class Vehicle that did not previously receive a Service Adjustment, and who submits documentary proof (in the form of service or maintenance records and/or invoices) of compliance with the oil and oil filter maintenance requirements and schedule set forth in his/her vehicle’s Warranty and Maintenance Booklet and Owner’s Manual,¹ may have the Service Adjustment performed on his/her Settlement Class Vehicle, free of charge, by an authorized Audi dealer, provided he/she makes the appointment for the Service Adjustment with the dealer no later than eighteen (18) months after the date of this Notice, and the Service Adjustment is performed no later than ninety (90) days after said period.

The Service Adjustment must be performed by an authorized Audi dealer. If you choose to have a Service Adjustment performed pursuant to this Settlement, you cannot exclude yourself from the Settlement Class.

You will not be eligible for a Service Adjustment if your vehicle’s engine has been damaged as a result of abuse, alteration or modification, a collision or crash, vandalism and/or other impact.

¹ With a permissible variance of 10% of each required oil and oil filter maintenance mileage interval.

- (3) Warranty Extension for Current Owners or Lessees of Settlement Class Vehicles: Effective on the date of this Notice, Audi will extend its New Vehicle Limited Warranties applicable to the Settlement Class Vehicles to cover engine repairs needed to correct engine oil consumption, by an authorized Audi dealer, during the later period of either (A) eight (8) years or eighty thousand (80,000) miles (whichever occurs first) from the date on which the vehicle was delivered to the original purchaser or original lessee, or if the vehicle was first placed in service as a “demonstrator” or “company” vehicle, the date such vehicle was first placed in service, or (B) one (1) year or twelve thousand (12,000) miles (whichever occurs first) from the date the Service Adjustment referred to in paragraph 1. (2) above was performed, provided that the current owner or lessee submits documentary proof (in the form of service or maintenance records and/or invoices) of compliance with the oil and oil filter maintenance requirements and schedule set forth in his/her Settlement Class Vehicle’s Warranty and Maintenance Booklet and Owner’s Manual² (hereinafter, the “extended warranty”). Oil consumption tests performed by Audi dealers in connection with the extended warranty will also be covered during the above period.

Repair or replacement under this extended warranty must be performed by an authorized Audi dealer. The extended warranty is subject to the same terms and conditions of the New Vehicle Limited Warranty and Warranty Information Booklet. Damages resulting from abuse, alteration or modification, a collision or crash, vandalism and/or other impact shall be excluded and not covered by the extended warranty.

If you choose to have repairs performed on your vehicle under this extended warranty, you cannot opt-out of or exclude yourself from the Settlement Class.

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 considered to be part of a Class or Class Members. The Class Representatives and all Class Members are called the Plaintiffs and the companies they sued are called the Defendants. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

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, and the people affected (the Settlement Class Members) will get compensation quickly.

Counsel for Plaintiffs and the Settlement Class Members have considered the substantial benefits from the Settlement that will be given to the Settlement Class Members and balanced these benefits with the risk of trial. They also considered the value of the immediate benefit to Settlement Class Members versus the costs and delay of litigation through trial and appeals and the risk that a nationwide class would not be certified. Even if Plaintiffs were successful in these efforts, Settlement Class Members may not receive any benefits for years.

WHO IS PART OF THE SETTLEMENT?

3. Am I in this Class?

The Court has conditionally approved the following definition of a Settlement Class Member:

All purchasers or lessees, in the United States or Puerto Rico, of any 2009 model year Audi A4 vehicle, 2010 model year Audi A4 or Audi A5 vehicle, or 2011 model year Audi A4, Audi A5 or Audi Q5 vehicle, which was originally equipped with a factory-installed 2.0 liter TFSI longitudinal engine bearing Audi internal engine code CAEB (“CAEB engine”), imported and distributed by Volkswagen Group of America, Inc. for sale or lease in the United States of America or Puerto Rico.

This Settlement applies only to Settlement Class Vehicles that were imported and distributed by Volkswagen Group of America, Inc. for sale or lease in the United States or Puerto Rico. It does not apply to vehicles that were imported into, distributed or originally sold in any other country. If you received this Notice, you are or were a purchaser or lessee of one or more of the above-referenced Settlement Class Vehicles that are covered under this Settlement.

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 Defendants, and their family members, (d) any affiliate, parent or subsidiary of Defendants and any entity in which Defendants have a controlling interest; (e) anyone acting as a used car dealer; (f) anyone who purchased a Settlement Class Vehicle for the purpose of resale; (g) anyone who purchased a Settlement Class Vehicle with salvaged title and/or any insurance company who

² With a permissible variance of 10% of each required oil and oil filter maintenance mileage interval.

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 the Settlement Agreement, settled with and released Defendants 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.

If you are still not sure whether you are included, you can get more information. You can call 1-866-591-7231 or visit www.oilconsumptionsettlement.com for more information.

SETTLEMENT BENEFITS — WHAT YOU GET

5. What does the Settlement provide?

Audi has agreed to provide the settlement benefits described in paragraph 1 above. Additional details are provided in the next three sections.

6. Who is eligible for a free Service Adjustment and what is the deadline for having it performed?

Effective immediately, any current owner or lessee of a Settlement Class Vehicle that did not previously receive a Service Adjustment, and who submits documentary proof (in the form of service or maintenance records and/or invoices) of compliance with the oil and oil filter maintenance requirements and schedule set forth in his/her vehicle's Warranty and Maintenance Booklet and Owner's Manual with a permissible 10% variance on the mileage interval requirements, may have the Service Adjustment performed on his/her Settlement Class Vehicle, free of charge, by an authorized Audi dealer. This free Service Adjustment is available to qualified Settlement Class Members only if he/she makes the appointment for the Service Adjustment with the dealer no later than eighteen (18) months after the date of this Notice, and the Service Adjustment is performed no later than ninety (90) days after said period.

The Service Adjustment must be performed by an authorized Audi dealer. You will not be eligible for a Service Adjustment if your vehicle's engine has been damaged as a result of abuse, alteration or modification, a collision or crash, vandalism and/or other impact. If you choose to have a Service Adjustment performed pursuant to this Settlement, you cannot opt-out of or exclude yourself from the Settlement Class.

7. How does the extended warranty work?

If you are a Settlement Class Member who qualifies under this provision, you don't have to do anything in order to receive the extended warranty other than to bring your car to an authorized Audi dealer within the extended warranty period, together with documentary proof (in the form of service or maintenance records and/or invoices) showing that you have complied with the oil and oil filter maintenance requirements and schedule set forth in your vehicle's Warranty and Maintenance Booklet and Owner's Manual.³ Audi will notify authorized dealers regarding the Settlement and the extended warranty.

The extended warranty is subject to the same terms and conditions of the New Vehicle Limited Warranty and Warranty Information Booklet. Damages resulting from abuse, alteration or modification, a collision or crash, vandalism and/or other impact shall be excluded and not covered by the extended warranty.

If you choose to have repairs performed on your vehicle under this extended warranty, you cannot opt-out of or exclude yourself from the Settlement Class.

8. Who can send in a claim for cash payments?

Any resident of the United States or Puerto Rico who purchased or leased a Settlement Class Vehicle, and qualifies for a cash reimbursement as described in paragraph 1(1) above, can send in a claim, provided that he/she satisfies the criteria and requirements for the claim and follows the steps in paragraph 9 for submitting the claim on a timely basis. Reimbursements will only be paid after the Court approves the Settlement and all appeals, if any, have been resolved.

³ With a permissible variance of ten percent (10%) of each required oil and oil filter maintenance mileage interval.

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

To submit a claim for a cash reimbursement, do the following:

- (1) **Complete, sign, and date a Claim Form** (there is one enclosed with these materials and you can also get one at www.oilconsumptionsettlement.com). Keep a copy of the completed Claim Form; and
- (2) **Mail the Claim Form and your supporting documentation, such as repair record(s), receipts and proof of payment**, postmarked no later than June 27, 2015, to the address on the Claim Form.

If you fail to mail in the Claim Form and supporting documents by the required deadline, you will not get paid. Sending in a Claim Form late or without documentation will be the same as doing nothing.

10. What type of supporting documentation must I submit with my Claim Form in order to receive a cash reimbursement?

You must submit original or legible copies of receipts, invoices and/or other records (“documents”) which contain the information required to prove that you are a Class Member and that your claim satisfies the requirements for a reimbursement. The Claim Form, which is enclosed with this Notice, describes in detail the documentation and information that must be submitted in support of your claim. The Claim Form is also available on the Settlement website at www.oilconsumptionsettlement.com.

11. If I submit a claim, when do I get my reimbursement or learn whether I will receive a payment, and what are my rights?

The Claim Administrator will determine whether your claim is approved and what amount, if any, will be reimbursed to you. If the Claim Administrator determines your claim is to be paid in full or in part, your reimbursement will be mailed to you after the Settlement becomes final. The Court will hold a Fairness Hearing on May 4, 2015 to decide whether to approve the Settlement as fair, reasonable and adequate. If the Court approves the Settlement, there may be appeals which may delay the conclusion of the case. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. The final or “Effective Date” of the settlement will be the first date after (i) the Court enters a Final Order and Judgment approving the Settlement and (ii) either all appeals have been finally determined or resolved in a manner which affirms the Final Order and Judgment, or no appeal was filed and the time to do so has expired. Information about the progress of the case will be available at: www.oilconsumptionsettlement.com.

If the Claim Administrator approves your claim in full, a reimbursement check will be sent within 75 days after receipt of your claim or 60 days after the Effective Date of the Settlement, whichever is the later date. If the Claim Administrator determines your claim should not be paid or should be paid only in part, you will be mailed a letter telling you the amount you are to receive, if any; the reason(s) why your claim was denied in whole or in part, and your rights to either accept the award or proceed further. The letter will be mailed within the same period described above. The letter will be accompanied by a Claim Decision and Option Selection Form which explains your rights and must be completed and mailed back to the Claim Administrator if you choose certain options described below.

If your claim is denied in whole or in part, you will have the following options to choose from:

- (1) You may accept the reimbursement award by either doing nothing or, for faster processing, checking the appropriate box on the form stating that you are accepting the award and mailing the form back to the Claim Administrator. If you accept the reimbursement amount awarded by the Claim Administrator, you may not later contest the sufficiency of the amount awarded.
- (2) If the Claim Administrator denied your claim in whole or in part because you did not submit sufficient proof, and you have additional documents that contain the information missing from your original claim, you will have the opportunity to “cure” your claim by checking the appropriate box in the form and mailing the appropriate documents with the form to the Claim Administrator within 30 days of receiving the letter. This affords you the advantage of having another opportunity to submit needed documents that were not submitted with your original claim. If the paperwork contains the needed information (and you are otherwise eligible) you may receive a greater or full reimbursement. If not, you will still have the option of requesting a second review of your claim. You will receive the Claim Administrator’s response within 75 days after their receipt of your completed form and accompanying documentation, or within 60 days after the Effective Date of the Settlement, whichever is the later date.
- (3) If you do not agree with the Claim Administrator’s decision, you can request to have a second review of your claim by the Claim Administrator, who will decide whether to adjust your reimbursement amount.
 - a. The second review will be made by a senior level employee of the Claim Administrator who is a different employee from the one who made the initial determination.

- b. To request a second review, you must check the appropriate box on the Claim Decision and Option Selection Form received from the Claim Administrator, and mail the form back to the Claim Administrator within (a) 30 days of receiving the initial letter, or (b) 30 days of your receipt of the Claim Administrator's response to your "cure" attempt discussed in paragraph (2) above. You may rely solely on the documents and proof already submitted, and if you choose, you may submit a written statement setting forth the reasons why you believe the decision on your claim should be different.
- c. The second reviewer will independently review the Claim Administrator's decision and determine, based upon the claim and materials you submitted, whether the initial determination should be adjusted. The second reviewer will have the authority to increase the reimbursement amount originally offered, if your claim meets the requirements justifying that amount.
- d. The second review determination will be mailed to the Class Member within 45 days of the date in which the request for second review with supporting documentation was received by the Claim Administrator, or within 60 days after the Effective Date of the Settlement, whichever is the later date. The determination will state the reasons why the initial determination was either adjusted or not changed. If a reimbursement is awarded, the Claim Administrator will mail the reimbursement check to the Class Member within 60 days of the date that notice was given to the parties of the second review decision, or within 75 days after the Effective Date of the Settlement, whichever is the later date. The Claim Administrator's decision shall be final and non-appealable.
- e. Lead Class Counsel will have the right to reasonably monitor the claims administration process to ensure that the Claim Administrator is acting in accordance with the Settlement Agreement. Lead Class Counsel will be available to confer with class members, and with Defendants' counsel, regarding any claim a class member believes was incorrectly denied.

The Defendants will bear all costs of the Claim Administration including any second review of your claim.

To check on the status of your claim, you can call the Claim Administrator at 1-866-591-7231.

12. What am I giving up to stay in the Class?

Unless you exclude yourself, you are staying in the Class. By staying in the Class, you can avail yourself of any and all benefits under the Settlement to which you are entitled, and you will be releasing the Defendants and all "Released Parties" from any liability, cause of action, claim, right to damages or other relief, and any other legal rights to which you may otherwise be entitled under the law(s) of your state or any other applicable law, relating to oil consumption of your Settlement Class Vehicle(s), including but not limited to the engine and its components as they relate to oil consumption. You will not be able to commence or be a part of any lawsuit or arbitration, or pursue any claim, against Defendants and any "Released Parties" relating to such matters. Staying in the Class also means that all of the Court's orders will apply to you and legally bind you. However, the Settlement will not release any claims for personal injury or damage to property (other than damage to the Settlement Class Vehicle related to oil consumption).

The scope of the claims and causes of action being released ("Released Claims") and the parties being released ("Released Parties") are set forth in Sections I.N. and I.O. of the Settlement Agreement, a copy of which is available on the Settlement website, www.oilconsumptionsettlement.com, should you wish to review it. You may also contact Lead Class Counsel, whose contact information is set forth below, with any questions you may have:

Strategic Legal Practices, APC
 c/o Payam Shahian
 1875 Century Park East,
 Suite 700
 Los Angeles, CA 90067
 (310) 277-1040

-or-

Capstone Law APC
 c/o Jordan L. Lurie
 1840 Century Park East,
 Suite 450
 Los Angeles, CA 90067
 1 (855) 310-9584

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. How do I exclude myself from this Settlement?

To exclude yourself from the Settlement, you must fully complete, sign and return the enclosed Request for Exclusion Form by U.S. mail (or an express mail carrier) postmarked no later than March 23, 2015 to:

Oil Consumption Settlement
P.O. Box 2210
Faribault, MN 55021-1610

If you timely submit your fully completed and signed Request for Exclusion Form by U.S. mail or express mail, you will not be able to 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. If you do not timely exclude yourself from the Settlement, you cannot sue for any matters, legal claims or damages (other than for personal injury or damage to property) relating to oil consumption of your Settlement Class Vehicle(s).

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

No. If you exclude yourself from the Class you will not be able to take advantage of any benefits from this Settlement. If you exclude yourself, you should not submit a Claim Form to ask for money from a class action settlement. You cannot do both.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

The Court has appointed the law firms of Strategic Legal Practices APC, Capstone Law, APC, Diversity Law Group, P.C., the Law Office of Choi & Associates, Eco Tech Law Group, P.C. and the Law Office of Hovanes Margarian to represent the Class which includes you and all other Settlement Class Members. Together these law firms are called "Class Counsel." However, if you want your own lawyer, you may hire one at your own cost.

17. How will the lawyers be paid and will the Plaintiff Settlement Class representatives receive incentive payments?

Class Counsel will apply to the Court, on behalf of all counsel for plaintiffs, for an award of reasonable attorney fees in an amount up to but not exceeding a collective combined total sum of two million three hundred thousand dollars (\$2,300,000), and expenses, inclusive of costs, in an amount up to but not exceeding a collective combined total sum of one hundred thousand dollars (\$100,000) (collectively referred to herein as "fees and expenses"), based upon factors that will be provided in Class Counsel's application for fees and expenses. Defendants have agreed not to oppose Class Counsel's application for fees and expenses not exceeding the above collective combined amounts and Class Counsel has agreed not to accept any fees and expenses in excess of those amounts. 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 of \$2,500 for each of the named Plaintiffs—Ali Asghari, Daniel Tran, Yung Kim, Ara Dersarkissian, and Katrina Noble—who have conditionally been approved as Settlement Class Representatives, for their initiative and effort in pursuing this litigation for the benefit of the Class. Any award for Class Counsel fees and expenses and any service 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 service awards will be filed by February 27, 2015, and will be made available for review at www.oilconsumptionsettlement.com.

SUPPORTING OR OBJECTING TO THE SETTLEMENT

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

If you are a member of the 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 or Class Counsel's requests for fees and expenses and class representative service payments, if you do not like a part of it. The Court will consider all comments from Class Members. 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, postmarked no later than March 23, 2015, send a letter to the Court with copies to the Lead Class Counsel and defense counsel listed below, and to the Claim Administrator at the address contained in this Notice, saying that you are objecting to the Settlement in *Ali Asghari et al. v. Volkswagen Group of America, Inc., et al.*, Case No. CV13-02529, and your objection must include your full name, current City and State of residence, 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. You must also provide a list of all other objections (if any) you made within the past five (5) years to any class action settlement in any court in the United States, including, for each, the full case name, the court in which the case was pending and the docket number, or if you have not made any such prior objection, an affirmative statement to that effect. Your comment(s) must also state the identity of all attorneys representing you, if any, who will appear at the Fairness Hearing. Be sure to send your objection via the Court's electronic filing system, and if not filed via the Court's electronic filing system, you must mail the objection to the four different places set forth below such that it is postmarked no later than March 23, 2015:

No. 1 Court	No. 2 Class Counsel
Clerk of the Court United States District Court for the Central District of California 312 North Spring Street Los Angeles, CA 90012-4701	Strategic Legal Practices, APC c/o Payam Shahian 1875 Century Park East, Suite 700 Los Angeles, CA 90067 (310) 277-1040
No. 3 Defense Counsel	No. 4 Claims Administrator
Herzfeld & Rubin, P.C. c/o Jeffrey L. Chase 125 Broad Street New York, NY 10004	Oil Consumption Settlement P.O. Box 2210 Faribault MN 55021-1610

If you intend to appear at the Fairness Hearing personally or through counsel, you or your attorney must, prior to the March 23, 2015 deadline, file with the Clerk of the Court and serve on all counsel designated above a notice of intention to appear at the hearing. The notice of intention to appear must include copies of any papers, exhibits or other evidence and identity of witnesses that will be presented at the hearing.

If you do not submit a written comment on or objection to the proposed Settlement or the application of Class Counsel for attorney fees and expenses and/or class representative service awards, 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.

19. 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 Class. Excluding yourself is telling the Court that you do not want to be part of the Class and the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

FAIRNESS HEARING

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

The Court will hold a Fairness Hearing at 10:00 a.m. on May 4, 2015, in Courtroom 780, United States District Court for the Central District of California, 255 East Temple Street, Los Angeles California 90012-3332. At this hearing the Court will consider whether the Settlement is fair, reasonable and adequate. If there are objections, the Court will consider them. The Court may listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel and whether to approve service awards. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long it will take for the Court to make its decision.

21. Do I have to come to the hearing?

No. Class Counsel will answer questions the Court may have. But, you are welcome to come at your own expense provided you have not excluded yourself from the Settlement. If you send an objection, you do not have to come to Court to talk about it. As long as you sent your written objection such that it is received on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

22. May I speak at the hearing?

If you do not exclude yourself, you may ask the Court's permission to speak at the hearing concerning the proposed Settlement or the application of Class Counsel for attorney fees and expenses and class representative service payments. To do so, you must send in a letter notice saying that it is your intention to appear at the Fairness Hearing in *Ali Asghari et al. v. Volkswagen Group of America, Inc., et al.*, Case No. CV13-02529. The letter notice must state the position you intend to present at the hearing, state the identities of all attorneys who will represent you (if any), and must include your full name, current City and State of residence, telephone number, model and model year and VIN of your vehicle(s), and your signature. You must send your letter notice to the Clerk of the Court, Class Counsel, and defense counsel at the addresses listed under question 18 above, such that it is postmarked no later than March 23, 2015. You may combine this notice and your comments (described under question 18) in a single letter. You cannot speak at the hearing if you excluded yourself.

IF YOU DO NOTHING

23. What happens if I do nothing at all?

If you do nothing, you will be bound by the Settlement if the Court approves it, and release the claims described under question 12.

ADDITIONAL INFORMATION

24. How can I obtain more information?

Visit the website at www.oilconsumptionsettlement.com, where you can find extra claim forms and more information on this litigation and Settlement. Updates regarding the case will also be available on the website. You may also call the Claims Administrator at 1-866-591-7231.

