

EXHIBIT B

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA

IN RE: TAKATA AIRBAG PRODUCTS
LIABILITY LITIGATION

Case No. 1:15-md-02599-FAM

**DECLARATION OF CAMERON R. AZARI, ESQ. ON IMPLEMENTATION AND
ADEQUACY OF SETTLEMENT CLASS NOTICE PROGRAM**

I, Cameron Azari, declare as follows:

1. My name is Cameron R. Azari, Esq. I have personal knowledge of the matters set forth herein, and I believe them to be true and correct.

2. I am a nationally recognized expert in the field of legal notice, and I have served as an expert in hundreds of federal and state cases involving class action notice plans.

3. I am a Senior Vice President with Epiq Class Action & Claims Solutions, Inc. (“Epiq”) and the Director of Legal Notice for Hilsoft Notifications (“Hilsoft”); a firm that specializes in designing, developing, analyzing and implementing large-scale legal notification plans. Hilsoft is a business unit of Epiq.

4. This declaration describes the implementation of the Settlement Notice Plan (“Notice Plan” or “Plan”) and notices (the “Notice” or “Notices”) designed here for the Settlement with Volkswagen in *In re Takata Airbag Products Liability Litigation*, Case No. 1:15-md-02599-FAM (“*Takata MDL*”) in the United States District Court for the Southern District of Florida. I previously executed my *Declaration of Cameron R. Azari, Esq. on Proposed Settlement Class Notice Program*, on August 31, 2021, in which I detailed Hilsoft’s class action notice experience and attached Hilsoft’s *curriculum vitae*. I also provided my educational and professional experience relating to class actions and my ability to render opinions on overall adequacy of notice programs.

DECLARATION OF CAMERON R. AZARI, ESQ., ON IMPLEMENTATION AND
ADEQUACY OF SETTLEMENT CLASS NOTICE PROGRAM

OVERVIEW

5. On November 10, 2021, the Court approved the Notice Plan as designed by Hilsoft and appointed Epiq to serve as the Settlement Notice Administrator in the *Order Preliminarily Approving Class Settlement and Certifying Settlement Class* (“Preliminary Approval Order”). In the Preliminary Approval Order, the Court certified the following Class:

(1) all persons or entities who or which owned and/or leased, on the date of the issuance of the Preliminary Approval Order, Subject Vehicles distributed for sale or lease in the United States or any of its territories or possessions; and

(2) all persons or entities who or which formerly owned and/or leased Subject Vehicles distributed for sale or lease in the United States or any of its territories or possessions, and who or which sold or returned, pursuant to a lease, the Subject Vehicles after February 9, 2016 and through the date of the issuance of the Preliminary Approval Order.

Excluded from this Class are: (a) Volkswagen, its officers, directors, employees and outside counsel; its affiliates and affiliates’ officers, directors and employees; its distributors and distributors’ officers and directors; and Volkswagen’s Dealers and their officers, directors, and employees; (b) Settlement Class Counsel, Plaintiffs’ counsel, and their employees; (c) judicial officers and their immediate family members and associated court staff assigned to this case, any of the cases listed in Exhibit 1, or the 11th Circuit Court of Appeals; (d) Automotive Recyclers and their outside counsel and employees; and (e) persons or entities who or which timely and properly exclude themselves from the Class.

6. After the Court’s preliminary approval of the Settlement, Hilsoft and Epiq began to implement the Notice Program. This declaration will detail the notice activities undertaken and explain how and why the Notice Plan was comprehensive and well-suited to the Class. This declaration will also discuss the administration activity to date. The facts in this declaration are based on what I personally know, as well as information provided to me in the ordinary course of my business by my colleagues from Hilsoft and Epiq, who worked with us to implement the notification effort.

NOTICE PLAN SUMMARY

7. Federal Rules of Civil Procedure, Rule 23 directs that notice must be “the best notice practicable under the circumstances” and must include “individual notice to all members who can be identified through reasonable effort.”¹ The Notice Program here satisfied this requirement with individual notice mailed via United States Postal Service (“USPS”) first class mail to all identified Class Members with an identifiable mailing address. In order to reach any Class Members who did not receive individual notice and to reinforce the individual notice effort, the individual notice effort was supplemented by a comprehensive media campaign.

8. Data was available to provide individual notice to virtually all Class Members. The data was obtained from IHS Automotive, driven by Polk (“Polk”) and combined with data from Volkswagen. All lists were combined and de-duplicated in order to find the most likely current address for each identified Class Member. A postcard Notice tailored to the potential owners/lessees of the Volkswagen Subject Vehicles was sent via USPS first class mail. Address updating (both prior to mailing and on undeliverable pieces) and re-mailing protocols meet or exceed those used in other class action settlements.

9. The media portion of the Notice Plan was targeted to current and former owners and lessees of Volkswagen Subject Vehicles. Notice placements appeared in the weekly publication *People*, and in the weekly newspaper supplement *Parade*. In addition, Notices were or will be placed in the monthly publications *Sports Illustrated*, *Better Homes & Gardens*, *Car and Driver*, and *Motor Trend*. Notices also appeared in Spanish language newspapers throughout Puerto Rico, American Samoa, Guam, Northern Mariana Islands, and the U.S. Virgin Islands. Prominent internet banner advertisements were displayed or are currently being displayed on a variety of websites purchased through the *Epsilon (formerly Conversant) Ad Network*, *Verizon (formerly Yahoo!) Ad Network*, and *Google Display Network* (in both English and Spanish), which together represent thousands of digital properties across all major content categories.

¹ Fed. R. Civ. P. 23(c)(2)(B).

Banner Notices were also placed on *Facebook* and *Instagram*. Banner Notices appear on both desktop computers as well as mobile and tablet devices. 30-second radio spots were purchased nationwide on AM and FM stations covering a variety of music formats, sports programming, and talk radio. XM stations were also purchased to complement traditional networks. Radio spots were also purchased on Spanish language radio. In addition, 30-second ads ran on *Pandora* online radio alongside traditional Banner Notices. Coverage was enhanced further by a neutral, Informational Release, Sponsored Search Listings and a case website. Since the radio spots are still airing through January 20, 2022, and some of the Banner Notices are still running through February 14, 2022, I will provide the Court with a supplemental declaration prior to the Final Approval Hearing.

10. The combined measured individual notice, broadcast media, print publication, and online banner notice advertising will reach at least 95% of all U.S. Adults aged 18+ who are current or former owners or lessees of one of the Volkswagen Subject Vehicles. On average, each of these people reached will have 4.2 opportunities for exposure to the Notice.² Based on our experience with the previous settlements in the Takata litigation, we expect the individual notice efforts to reach in excess of 90% of the identified Settlement Class. The media notice efforts are estimated to reach 83.8% of all U.S. Adults aged 18+ who own or lease one of the Volkswagen Subject Vehicles. In my experience, the projected reach and frequency of the Notice Plan is consistent with other court-approved notice programs in settlements of similar magnitude, and has been designed to meet and exceed due process requirements.

11. In my opinion, the Notice Plan as designed and implemented, reached the greatest practicable number of Class Members through the use of individual notice and paid and earned media. In my opinion, the Notice Plan was the best notice practicable under the circumstances of

² Net Reach is defined as the percentage of a class exposed to a notice, net of any duplication among people who may have been exposed more than once. Average Frequency is the average number of times that each different person reached will have the opportunity for exposure to a media vehicle specifically containing a notice.

this case and far exceeded the requirements of due process, including its “desire to actually inform” requirement.³

CAFA NOTICE

12. On September 10, 2021, Epiq sent 57 CAFA Notice Packages (“CAFA Notice”) on behalf of Defendants Volkswagen Group of America, Inc. and Audi of America, LLC, as required by the federal Class Action Fairness Act of 2005 (CAFA), 28 U.S.C. § 1715. The CAFA Notice was mailed via USPS certified mail to 56 officials (the Attorneys General of each of the 50 states, the District of Columbia, and the United States Territories) and the CAFA Notice was sent via United Parcel Service (“UPS”) to the Attorney General of the United States. Details regarding the CAFA Notice mailing are provided in the *Declaration of Stephanie J. Fiereck, Esq. on Implementation of CAFA Notice*, dated September 10, 2021, which is included as **Attachment 1**.

NOTICE PLAN IMPLEMENTATION

Individual Notice – Direct Mail

13. Individual notice consisted of an 8.5” x 5” postcard (the “Direct Mail Notice”). A summary of the data acquisition and notice mailing process is as follows.

14. On August 26, 2021, Epiq received one (1) file from Volkswagen containing 1,348,761 VINs for Volkswagen and Audi Subject Vehicles. This file was securely transmitted to Polk on September 2, 2021.

15. On November 17, 2021, Epiq received one (1) corrected file from Volkswagen containing 1,339,219 VINs for Volkswagen and Audi Subject Vehicles. The newly received file removed 9,543 VINs for Canadian vehicles that were inadvertently included in the file received on August 26, 2021, leaving one (1) new VIN and 1,339,218 duplicate VINs. On November 30, 2021, Epiq securely transmitted the one (1) newly included VIN to Polk.

³ “But when notice is a person’s due, process which is a mere gesture is not due process. The means employed must be such as one desirous of actually informing the absentee might reasonably adopt to accomplish it. The reasonableness and hence the constitutional validity of any chosen method may be defended on the ground that it is in itself reasonably certain to inform those affected . . .” *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 315 (1950).

16. On November 16, 2021, pursuant to an agreement with Polk to purchase data containing identifying information and last known mailing addresses corresponding with the VIN numbers provided by Volkswagen, Epiq received three (3) files from Polk containing 2,386,265 registration records from all U.S. States and Territories, except California, New Hampshire, Pennsylvania, and Virginia (“Volkswagen Data”).

17. On November 18, 2021, Epiq received two (2) files from Polk containing 73,591 registration records from Virginia (“Volkswagen VA Data”).

18. On November 30, 2021, Epiq received two (2) files from Polk containing 124,361 registration records from Pennsylvania (“Volkswagen PA Data”).

19. On December 9, 2021, Epiq received one (1) file from Polk containing one (1) registration record from the updated Subject Vehicle List provided on November 17, 2021 (“Volkswagen Single VIN Data”).

20. On December 13, 2021, Epiq received two (2) files from Polk containing 356,038 registration records from California (“Volkswagen CA Data”).

21. On December 30, 2021, Epiq received two (2) files from Polk containing 17,579 registration records from New Hampshire (“Volkswagen NH Data”).

22. The Volkswagen Data, Volkswagen VA Data, Volkswagen PA Data, Volkswagen Single VIN Data, Volkswagen CA Data, and Volkswagen NH Data were combined, analyzed to remove duplicates where possible, and standardized in order to provide individual notice to virtually all Volkswagen and Audi Settlement Class Members. From December 21, 2021, through December 28, 2021, Epiq mailed 2,229,197 Direct Mail Notices to all identified Class Members, excluding the Class Members in the Volkswagen NH Data. Subsequently, on January 12, 2022, Epiq mailed 15,647 Direct Mail Notices to identified Class Members provided in the Volkswagen NH Data provided to Epiq on December 30, 2021. Combined, Epiq has mailed Direct Mail Notice to 2,244,844 identified Class Members. The Direct Mail Notice is included as **Attachment 2**.

23. Prior to mailing, all mailing addresses provided were checked against the National Change of Address (“NCOA”) database maintained by the USPS.⁴ In addition, the addresses were certified via the Coding Accuracy Support System (“CASS”) to ensure the quality of the zip code, and verified through Delivery Point Validation (“DPV”) to verify the accuracy of the addresses. This address updating process is standard for the industry and for the majority of promotional mailings that occur today.

24. Additionally, a Long Form Notice is mailed via USPS first class mail to all persons who requested one via the toll-free telephone number. The Long Form Notice is available in both English and Spanish. As of January 20, 2022, Epiq has sent 243 Long Form Notices, which have resulted from requests via the toll-free telephone number or by mail. The Long Form Notice is also available for download or printing at the website. The Long Form Notice in English and Spanish are included as **Attachment 3**.

25. The return address on the Direct Mail Notices is a post office box maintained by Epiq. The USPS automatically forwards Direct Mail Notices with an available forwarding address order that has not expired (“Postal Forwards”). For Direct Mail Notices returned as undeliverable, Epiq re-mails the Direct Mail Notices to any new address available through USPS information (for example, to an address provided by the USPS on the returned mail piece if the forwarding order has expired, but is still within the time period in which the USPS returns the piece with a forwarding address indicated), and to addresses Epiq obtains from a third-party address lookup service.

Media Plan

26. To guide the selection of measured media in reaching the Class, the Notice Plan had a primary target audience of: all U.S. Adults aged 18+ who own or lease one of the Volkswagen Subject Vehicles.

⁴ The NCOA database contains records of all permanent change of address submissions received by the USPS for the last four years. The USPS makes this data available to mailing firms and lists submitted to it are automatically updated with any reported move based on a comparison with the person’s name and known address.

Radio

27. The Notice Plan includes 30-second radio spots airing for 21-25 days, which began on December 27, 2021. The radio spots are purchased on AM and FM stations covering a variety of music formats, sports programming, and talk radio. XM stations were also purchased to complement traditional networks. The Radio Notice is also airing as 30-second spots on appropriate Spanish language stations in Spanish. Placements are substantially occurring between December 27, 2021, and January 20, 2022. An estimated 835 total spots will be aired. The radio ads provide timely notice to potential Class Members both in their homes and in their vehicles.

28. CDs of each recorded radio spot are available upon request. A detailed post-buy analysis of the radio activity will be provided in a supplemental declaration after implementation of the media plan is complete and prior to the Final Approval Hearing. Station statements showing the actual airtimes of the spots will be available upon request. The radio script (in English and Spanish) is included as **Attachment 4**.

National Consumer Publications

29. The Notice Plan includes a highly visible national print program that is currently running. The Publication Notice appeared once in the weekly publication *People* as a 2/3 page ad unit and once in the weekly newspaper supplement *Parade* as a 2/5 page ad unit. In addition, the Publication Notice appeared once in the monthly magazines *Sports Illustrated*, *Better Homes & Gardens*, and *Car and Driver* as a 2/3 page ad unit. The Publication Noticed is also scheduled to appear once in the January 2022 issue of the monthly publication *Motor Trend* as a 2/3 page ad unit.⁵ The publications have an estimated combined circulation of 32 million, and a combined readership of 117 million.

⁵ The Notice Plan included placing the Publication Notice in *People en Español* as a 2/3 page ad unit. *People en Español* only runs 9x a year. Once the Preliminary Approval Order was granted by the Court, the first available issue of *People en Español* was after the exclusion request and objection deadlines. As a result, the planned print insertion of *People en Español* was replaced with Banner Notices, which ran on the *People en Español* website in Spanish.

30. The dates each Publication Notice appeared or is scheduled to appear and the page numbers are listed below. An example of the Publication Notice as it appeared in the consumer publications is included as **Attachment 5**. Tear sheets for each insertion are available upon request.

<i>Publication</i>	<i>Format</i>	<i>Circulation</i>	<i>Distribution</i>	<i>On-Sale Date</i>	<i>Page No.</i>
<i>Better Homes & Gardens</i>	Monthly	7,600,000	National	1/14/22	93
<i>Parade</i>	Weekly	18,000,000	National	12/19/21	10
<i>People</i>	Weekly	3,400,000	National	12/17/21	33
<i>Sports Illustrated</i>	14x/year	1,700,000	National	12/14/21	75
<i>Car and Driver</i>	Monthly	800,000	National	12/28/21	73
<i>Motor Trend</i>	Monthly	539,945	National	1/21/22	TBD
TOTAL		32,039,945			

U.S. Territory Newspapers

31. A 1/2 page Publication Notice appeared one time in English and Spanish language newspapers targeting the United States Territories. Combined these newspapers had a circulation of approximately 298,000. Specifically, the Notice ran in the six newspapers listed in the following table. Tear sheets for each insertion are available upon request.

<i>Publication</i>	<i>Format</i>	<i>Distribution</i>	<i>On-Sale Date</i>	<i>Page No.</i>
<i>Virgin Islands Daily News</i>	Daily (Mon-Sat)	U.S. Virgin Islands	12/14/21	16
<i>Saipan Tribune</i>	Weekly	Northern Mariana Islands	12/14/21	6
<i>Samoa News</i>	Weekly	American Samoa	12/16/21	7
<i>Pacific (Agana) Daily News</i>	Weekly	Guam	12/16/21	18
<i>El Nuevo Dia</i> (Spanish)	Daily (Mon-Sat)	Puerto Rico	12/14/21	13
<i>Primera Hora</i> (Spanish)	Daily (Mon-Sat)	Puerto Rico	12/14/21	15

Digital Banner Notice

32. Internet advertising has become a standard component in legal notice programs. The internet has proven to be an efficient and cost-effective method to target class members as part of providing notice of class certification and/or a settlement for a class action case. According

to MRI-Simmons syndicated research, over 96% of adults, aged 18+ in the United States who own or lease a Volkswagen are online.⁶

33. The Notice Plan includes digital banner advertisements targeted specifically to Class Members. The Banner Notices provide the Settlement Class with additional opportunities to be apprised of the Settlement and their rights.

34. Banner advertisements appeared on a variety of websites purchased through the *Epsilon (formerly Conversant) Ad Network*, *Verizon (formerly Yahoo!) Ad Network* and *Google Display Network* (in both English and Spanish), which together represent thousands of digital properties across all major content categories.

35. The Notice Program also included advertising on social media, which consisted of internet Banner Notices on *Facebook* and *Instagram* in various sizes. *Facebook* is the leading social networking site in the United States and combined with *Instagram* covers over 300 million users in the United States. The *Facebook* and *Instagram* internet Banner Notices were distributed to a variety of target audiences relevant to Volkswagen based on an individual's demonstrated interests and/or likes.

36. Traditional Banner Notices were placed on *Pandora*. As a supplement to the Banners Notices, radio ads were also played during audio breaks on the stations.

37. All internet Banner Notices appear on desktop, mobile, and tablet devices and are or were distributed to the selected targeted audiences nationwide as described in the following table. Internet Banner Notices will also be targeted (remarketed) to people who visit the case website.

38. A summary of the Digital Banner Notice efforts is as follows:

⁶ MRI-Simmons 2021 Survey of the American Consumer®.

<i>Network/Property</i>	<i>Banner Size</i>	<i>Run Dates</i>	<i>A18+ Delivered Impressions</i>
<i>Epsilon</i>	300x250, 728x90, 970x250, 300x600	12/8/21 - 1/11/22	37,142,138
<i>Facebook</i>	Newsfeed & Right-Hand Column	12/8/21 - 1/11/22	65,115,898
<i>Google Display Network (English & Spanish)</i>	300x250, 728x90, 970x250, 300x600	12/8/21 - 1/11/22	35,084,950
<i>Pandora</i>	30-Second Audio & 300x250 Banner	12/27/21 - 1/9/22	5,987,641
<i>Verizon Ad Network</i>	300x250, 728x90, 970x250, 300x600	12/8/21 - 1/11/22	60,577,884
<i>People en Español</i>	300x250, 728x90, 970x250, 300x600, 320x50	12/8/21 - 1/11/22	2,173,380
TOTAL			206,081,891

39. Combined, more than 206 million targeted impressions were generated by the internet Banner Notices, which ran nationwide, including U.S. Territories.⁷ The Digital Banner Notice efforts ran during the December 8, 2021, to January 11, 2022, timeframe. Clicking on the Banner Notices linked the reader to the case website, where the reader could easily obtain detailed information about the case.

Behaviorally Targeted Digital Media

40. In addition to traditional digital Banner Notices, a hyper-targeted Banner Notice campaign is also running. These Banner Notice efforts began on December 8, 2021, with all advertising substantially complete on January 11, 2022. All behaviorally targeted digital media will be complete on February 14, 2022, when the list activation based Banner Notices running on *Epsilon* have concluded.

41. First, Banner Notices are targeted using a “list activation” strategy through the *Epsilon (formerly Conversant) Ad Network*. This is accomplished by matching the actual names

⁷ The third-party ad management platform, ClickCease is used to audit the digital Banner Notice ad placements. This type of platform tracks all Banner Notice ad clicks to provide real-time ad monitoring, fraud traffic analysis, blocks clicks from fraudulent sources, and quarantines dangerous IP addresses. This helps reduce wasted, fraudulent or otherwise invalid traffic (e.g., ads being seen by ‘bots’ or non-humans, ads not being viewable, etc.).

and physical addresses of known Class Members with current consumer profiles. This strategy ensures that specific individuals receiving direct notice are also provided reminder messaging online via Banner Notices.

42. Second, Banner Notices are targeted using household-level automotive data, also through the *Epsilon (formerly Conversant) Ad Network*. This information includes purchasers/owners of specific vehicles makes, models, and years to which Banner Notices are then served. While this is partially duplicative of the first strategy, this group of individuals also includes potential former owners and anyone for which an address is unknown.

43. Additionally, Banner Notices were purchased via *Facebook* and *Instagram* (mobile) targeted specifically to the profiles of owners of the Volkswagen Subject Vehicles.

44. Finally, Banner Notices ran across custom Affinity Audiences via the *Google Display Network*. Custom Affinity Audiences target specific website content, here meaning websites, blogs, etc. that focus on Volkswagen, Luxury Cars, and other similar topics.

<i>Network/Property</i>	<i>Targeting</i>	<i>Run Dates</i>	<i>Delivered Impressions</i>
<i>Epsilon</i>	List Activation	1/11/22 - 2/14/22	5,000,000*
<i>Epsilon</i>	Automotive Data	12/8/21 - 1/21/22	11,800,000*
<i>Facebook</i>	Interests = VW	12/8/21 - 1/11/22	30,161,787
<i>Instagram</i>	Interests = VW	12/8/21 - 1/11/22	10,037,140
<i>Google Display Network (English & Spanish)</i>	Custom Affinity Audience: VW	12/8/21 - 1/11/22	35,508,811
<i>Google Display Network (English & Spanish)</i>	Custom Affinity Audience: Luxury Cars	12/8/21 - 1/11/22	35,560,032
TOTAL			128,067,770*

*Estimated number of impressions; since the *Epsilon* Banner Notices are still running through January 21, 2022, and February 14, 2022.

45. Combined, approximately 128 million behaviorally targeted adult impressions will be generated by these Banner Notices, which are running over a 35 to 45-day period, which began on December 8, 2021, for most properties, and will be complete on February 14, 2022. Examples of the Banner Notices are included as **Attachment 6**.

Placing Notices to be Highly Visible

46. The Notices were designed to be highly visible and noticeable. Extra care has been taken to place Notices in positions to generate visibility among potential Class Members.

47. Radio spots are targeted to a variety of formats and drive-times to ensure broad reach across the target audience.

48. In print, positioning is sought opposite news articles, and in certain other sections of publications to help ensure that, over the course of the media schedule, the greatest practicable number of potential Class Members see the Notice.

49. In digital, placement is sought above the fold⁸ on the websites. The *Facebook* notices appeared in a user’s newsfeed and in the right-hand side column of the user’s news feed. The *Epsilon (formerly Conversant) Ad Network*, *Verizon (formerly Yahoo!) Ad Network*, and *Google Display Network* Banner Notices appear in multiple sizes, which included:

Leaderboard

- Horizontal, 728 x 90 pixels and/or 970 x 250 pixels
- Located at the top of the screen

Big Box or Box (also known by other similar names)

- 300 x 250 pixels and/or 300 x 600 pixels
- Can be located on left or right side of screen

Internet Sponsored Search Listings

50. The Notice Program includes purchasing sponsored search listings to facilitate Volkswagen Class Members with locating the case website. Sponsored search listings are acquired on the three most highly-visited internet search engines: *Google*, *Yahoo!* and *Bing*. When search engine visitors search on selected keyword combinations such as “Airbag Class Action,” or “Volkswagen Airbag Settlement,” the sponsored search listing generally is displayed

⁸“Above the fold” is a term to refer to the portion of a website that can be viewed by a visitor, typically without the need to scroll down the page.

at the top of the page prior to the search results or in the upper right hand column. Representative search terms include additional word and phrase variations related to the Settlement. The sponsored search listings are displayed nationwide.

51. The sponsored search listings started on December 8, 2021, and will continue through February 14, 2022. As of January 20, 2022, the sponsored search listings have been displayed 74,890 times, which resulted in 5,023 clicks that displayed the case website. A complete list of the sponsored search keyword combinations is included as **Attachment 7**. Examples of the sponsored search listing as displayed on each search engine are included as **Attachment 8**.

Informational Release

52. To build additional reach and extend exposures, on December 8, 2021, a party-neutral Informational Release was issued broadly over PR Newswire to approximately 5,000 general media (print and broadcast) outlets, including local and national newspapers, magazines, national wire services, television and radio broadcast media across the United States as well as approximately 4,500 websites, online databases, internet networks and social networking media. The release was also sent to a micro list of approximately 700 journalists who specifically cover the automotive industry. The Informational Release included the address of the case website and the toll-free telephone number. The Informational Release is included as **Attachment 9**.

Case Website

53. On May 18, 2017, a neutral, informational website in both English and Spanish was established for the Takata Settlements with OEMs Toyota, Subaru, Mazda and BMW. The website has an easy-to-remember domain name (www.AutoAirbagSettlement.com). Subsequently, the website was updated for each additional settling OEM, including Honda, Nissan, and Ford. On December 7, 2021, Epiq updated the website to add the Volkswagen Settlement by adding a sub-page with a prominent “Volkswagen/Audi Settlement” button on the homepage.

54. The website is configured with a homepage with basic information about the lawsuit and the Settlements. Prominent buttons are shown that link to more detailed information on each settlement. Also on the homepage are prominent links that allow Class Members to easily begin filing a claim and to do a quick check to see if their vehicle VIN is included in the Settlements. A screenshot of the AutoAirbagSettlement.com homepage is included as **Attachment 10**.

55. At each OEM-specific page, Class Members can review documents including the Long Form Notice, Settlement Agreement, Preliminary Approval Order, list of Subject Vehicles and many other relevant documents. Each OEM page includes a summary of all relevant dates and deadlines and answers to frequently asked questions (“FAQs”). Visitors to each OEM page have the option to view the page in either English or Spanish. Class Members who wish to file a claim online can do so easily via a link on each OEM page (in addition to the link on the main homepage), or if they choose, they can download and print a physical Claim Form for filing via mail. The Settlement website is constantly updated as needed and will remain open for as long as the Court directs.

56. The case website address is displayed prominently in all Notice documents. The Banner Notices linked directly to the website.

57. From December 7, 2021, (the day the website was updated to include Volkswagen) through January 20, 2021, there have been 222,791 visits, represented by 156,250 unique users to the case website and over 652,204 website pages presented (for all eight OEMs, including Volkswagen). During that same time period, new users represented 84% of visitors to the case website.

Toll-free Telephone Number, and Postal Mailing Address

58. On May 18, 2017, a toll-free telephone number (1-888-735-5596) was established (in both English and Spanish) for the Takata Settlements with OEMs Toyota, Subaru, Mazda and BMW (with the Settlements for OEMs Honda, Nissan, and Ford added later). Callers hear a general introductory message and are then able to select options to hear additional information

and/or request that a Long Form Notice be mailed to them or speak to a live operator. On December 7, 2021, the toll-free telephone number was updated to add the Volkswagen Settlement. This automated phone system is available 24 hours per day, 7 days per week. From December 7, 2021, (the day the toll-free telephone number was updated to include Volkswagen) through January 20, 2022, the toll-free telephone number has handled 9,773 calls representing 71,365 minutes of use (for all eight OEMs, including Volkswagen). Live operators have handled 1,269 Volkswagen specific incoming calls representing 14,947 minutes of use. Live operators have also made 133 Volkswagen specific outbound calls representing 412 minutes of use.

59. A post office box and an email inbox have also been established for the Settlements, allowing Class Members to contact the Settlement Administrator by mail and email with any specific requests or questions. As of January 20, 2022, 53 pieces of correspondence and 2,541 emails have been received.

Requests for Exclusions and Objections

60. The deadline to request exclusion from the Settlement or to object to the Settlement is February 14, 2022. I will provide a supplemental declaration to the Court prior to the Final Approval Hearing to provide information regarding any requests for exclusions and/or objections to the Settlement.

PLAIN LANGUAGE NOTICE DESIGN

61. The Notices were designed to be “noticed,” reviewed, and—by presenting the information in plain language—understood by Class Members. The Notices contain substantial, yet easy-to-read, summaries of all of the key information about Class Members’ rights and options to encourage readership and comprehension.

62. The Direct Mail Notices featured a prominent headline specific to Volkswagen that informed recipients that, “they may be entitled to a payment from a class action settlement,” in bold text. The Direct Mail Notice was clearly identified as a notice from the District Court, with the address side including the statement that it was an “Important Legal Notice from the United

States District Court for the Southern District of Florida.” These design elements alerted recipients and readers that the Notice was an important document authorized by a court and that the content affected them, thereby supplying reasons to read the Notice.

63. The Long Form Notice provided substantial information to Class Members. The Notice began with a summary section, which provided a concise overview of important information about the Settlement. A question and answer format made it easy to find answers to common questions by breaking the information into simple headings.

64. The Long Form Notice is available in English and Spanish at the case website.

CONCLUSION

65. In class action notice planning, execution, and analysis, we are guided by due process considerations under the United States Constitution, by federal and local rules and statutes, and further by case law pertaining to notice. This framework directs that the notice program be designed to reach the greatest practicable number of potential class members and, in a settlement class action notice situation such as this, that the notice or notice program itself not limit knowledge of the availability of benefits—nor the ability to exercise other options—to class members in any way. All of these requirements are being met in this case.

66. The Notice Plan followed the guidance for how to satisfy due process obligations that a notice expert gleans from the United States Supreme Court’s seminal decisions which are: a) to endeavor to actually inform the class, and b) to demonstrate that notice is reasonably calculated to do so:

- A. “But when notice is a person’s due, process which is a mere gesture is not due process. The means employed must be such as one desirous of actually informing the absentee might reasonably adopt to accomplish it,” *Mullane v. Central Hanover Trust*, 339 U.S. 306, 315 (1950).
- B. “[N]otice must be reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections,” *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156 (1974) citing *Mullane* at 314.

67. The Notice Program described above is providing the best notice practicable under the circumstances of this case, conforming to all aspects of Federal Rules of Civil Procedure 23, and comporting with the guidance for effective notice articulated in the Manual for Complex Litigation 4th.

68. Many courts have accepted and understood that a 75 or 80 percent reach is more than adequate. In 2010, the Federal Judicial Center issued a Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide. This Guide states that, “the lynchpin in an objective determination of the adequacy of a proposed notice effort is whether all the notice efforts together will reach a high percentage of the class. It is reasonable to reach between 70–95%.”⁹ Here, the extensive Notice Plan effectively provides a combined measured individual notice, broadcast media, print publication, and online banner notice effort, which is estimated to reach at least 95% of all U.S. Adults aged 18+ who are current or former owners or lessees of one of the Volkswagen Subject Vehicles. On average, each of these people reached will have 4.2 opportunities for exposure to the Notice. It is estimated that the extensive individual notice effort will reach in excess of 90% of the identified Class. The media notice effort is estimated to reach 83.8% all U.S. Adults aged 18+ who own or lease one of the Volkswagen Subject Vehicles.

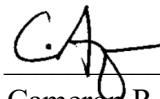
69. The individual notice efforts alone would conform to all aspects of Federal Rules of Civil Procedure, Rule 23, and comport with the guidance for effective notice articulated in the Manual for Complex Litigation 4th. When combined with the media notice effort, the Notice Program described above will provide the best notice practicable under the circumstances of this case, and will far exceed all requirements for the adequacy of class notice.

70. The Notice Plan schedule affords enough time to provide full and proper notice to Class Members before the opt-out and objection deadlines.

⁹ FED. JUDICIAL CTR, JUDGES’ CLASS ACTION NOTICE AND CLAIMS PROCESS CHECKLIST AND PLAIN LANGUAGE GUIDE 3 (2010), available at [http://www.fjc.gov/public/pdf.nsf/lookup/NotCheck.pdf/\\$file/NotCheck.pdf](http://www.fjc.gov/public/pdf.nsf/lookup/NotCheck.pdf/$file/NotCheck.pdf).

71. I will provide a supplemental declaration to the Court prior to the Final Approval Hearing confirming the completion of all media placements, providing information on re-mailing totals and updating the administration statistics.

I declare under penalty of perjury that the foregoing is true and correct. Executed on January 20, 2022, at Beaverton, Oregon.



Cameron R. Azari

Attachment 1

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA

IN RE: TAKATA AIRBAG PRODUCTS
LIABILITY LITIGATION

Case No. 1:15-md-02599-FAM

DECLARATION OF STEPHANIE J. FIERECK, ESQ. ON IMPLEMENTATION OF
CAFA NOTICE

I, STEPHANIE J. FIERECK, ESQ., hereby declare and state as follows:

1. My name is Stephanie J. Fiereck, Esq. I am over the age of 21 and I have personal knowledge of the matters set forth herein, and I believe them to be true and correct.

2. I am a Legal Notice Manager for Epiq Class Action & Claims Solutions, Inc. (“Epiq”). I have been in my position as Legal Notice Manager since 2012. During that time I have overseen and handled Class Action Fairness Action (“CAFA”) notice mailings for more than 325 class action settlements.

3. Epiq is a firm with more than 25 years of experience in claims processing and settlement administration. Epiq’s class action case administration services include coordination of all notice requirements, design of direct-mail notices, establishment of fulfillment services, receipt and processing of opt-outs, coordination with the United States Postal Service, claims database management, claim adjudication, funds management and distribution services.

4. The facts in this Declaration are based on what I personally know, as well as information provided to me in the ordinary course of my business by my colleagues at Epiq.

CAFA NOTICE IMPLEMENTATION

5. At the direction of counsel for the Defendant Volkswagen Group of America, Inc. and Audi of America, LLC (collectively “Volkswagen”), 57 officials, which included the

DECLARATION OF STEPHANIE J. FIERECK, ESQ. ON IMPLEMENTATION OF CAFA NOTICE

Attorney General of the United States and the Attorneys General of each of the 50 states, the District of Columbia and the United States Territories were identified to receive the CAFA notice.

6. Epiq maintains a list of these federal and state officials with contact information for the purpose of providing CAFA notice. Prior to mailing, the names and addresses selected from Epiq’s list were verified, then run through the Coding Accuracy Support System (“CASS”) maintained by the United States Postal Service (“USPS”).¹

7. On September 10, 2021, Epiq sent 57 CAFA Notice Packages (“Notice”). The Notice was mailed via USPS Certified Mail to 56 officials, including the Attorneys General of each of the 50 states, the District of Columbia and the United States Territories. The Notice was also sent via United Parcel Service (“UPS”) to the Attorney General of the United States. The CAFA Notice Service List (USPS Certified Mail and UPS) is included as **Attachment 1**.

8. The materials sent to the federal and state officials included a cover letter, which provided notice of the proposed settlement of the above-captioned case. The cover letter is included as **Attachment 2**.

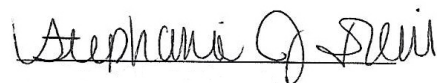
9. The cover letter was accompanied by a CD, which included the following:
- a. Consolidated Class Action Complaint, *Puhalla, et al. v. Volkswagen Aktiengesellschaft, et al.*, Master File No. 15-MD-02599 and Case No. S.D. Fla. Case No. 1:14-cv-24009 (ECF No. 2430);
 - b. Amended Consolidated Class Action Complaint (ECF No. 2762);
 - c. Second Amended Consolidated Class Action Complaint (ECF No. 4026);
 - d. Plaintiffs’ Unopposed Motion for Preliminary Approval of Volkswagen Class Settlement, Preliminary Certification of Settlement Class, and

¹ CASS improves the accuracy of carrier route, 5-digit ZIP®, ZIP + 4® and delivery point codes that appear on mail pieces. The USPS makes this system available to mailing firms who want to improve the accuracy of postal codes, i.e., 5-digit ZIP®, ZIP + 4®, delivery point (DPCs), and carrier route codes that appear on mail pieces.

Approval of Class Notice and Incorporated Memorandum of Law (ECF No. 4105); which includes as “Exhibit A” a complete copy of the proposed Settlement Agreement with all exhibits, including the proposed Class Notice documents, proposed Preliminary Approval Order, and proposed Final Approval Order; and

- e. Estimated Volkswagen Vehicle Geographic Distribution Report.

I declare under penalty of perjury that the foregoing is true and correct. Executed on September 10, 2021.



Stephanie J. Fiereck, Esq.

Attachment 1

CAFA Notice Service List
132
USPS Certified Mail

Company	FullName	Address1	Address2	City	State	Zip
Office of the Attorney General	Treg Taylor	PO Box 110300		Juneau	AK	99811
Office of the Attorney General	Steve Marshall	501 Washington Ave		Montgomery	AL	36104
Office of the Attorney General	Leslie Carol Rutledge	323 Center St	Suite 200	Little Rock	AR	72201
Office of the Attorney General	Mark Brnovich	2005 N Central Ave		Phoenix	AZ	85004
Office of the Attorney General	CAFA Coordinator	Consumer Law Section	455 Golden Gate Ave Ste 11000	San Francisco	CA	94102
Office of the Attorney General	Phil Weiser	Ralph L Carr Colorado Judicial Center	1300 Broadway 10th Fl	Denver	CO	80203
Office of the Attorney General	William Tong	165 Capitol Ave		Hartford	CT	06106
Office of the Attorney General	Karl A. Racine	400 6th St NW		Washington	DC	20001
Office of the Attorney General	Kathy Jennings	Carvel State Office Bldg	820 N French St	Wilmington	DE	19801
Office of the Attorney General	Ashley Moody	State of Florida	The Capitol PL-01	Tallahassee	FL	32399
Office of the Attorney General	Chris Carr	40 Capitol Square SW		Atlanta	GA	30334
Department of the Attorney General	Clare E. Connors	425 Queen St		Honolulu	HI	96813
Iowa Attorney General	Thomas J Miller	1305 E Walnut St		Des Moines	IA	50319
Office of the Attorney General	Lawrence G Wasden	700 W Jefferson St Ste 210	PO Box 83720	Boise	ID	83720
Office of the Attorney General	Kwame Raoul	100 W Randolph St		Chicago	IL	60601
Indiana Attorney General's Office	Todd Rokita	Indiana Government Center South	302 W Washington St 5th Fl	Indianapolis	IN	46204
Office of the Attorney General	Derek Schmidt	120 SW 10th Ave 2nd Fl		Topeka	KS	66612
Office of the Attorney General	Daniel Cameron	700 Capitol Avenue	Suite 118	Frankfort	KY	40601
Office of the Attorney General	Jeff Landry	PO Box 94005		Baton Rouge	LA	70804
Office of the Attorney General	Maura Healey	1 Ashburton Pl		Boston	MA	02108
Office of the Attorney General	Brian E. Frosh	200 St Paul Pl		Baltimore	MD	21202
Office of the Attorney General	Aaron Frey	6 State House Station		Augusta	ME	04333
Department of Attorney General	Dana Nessel	PO Box 30212		Lansing	MI	48909
Office of the Attorney General	Keith Ellison	445 Minnesota St	Suite 1400	St Paul	MN	55101
Missouri Attorney General's Office	Eric Schmitt	207 West High Street	PO Box 899	Jefferson City	MO	65102
MS Attorney General's Office	Lynn Fitch	Walter Sillers Bldg	550 High St Ste 1200	Jackson	MS	39201
Office of the Attorney General	Austin Knudsen	Department of Justice	PO Box 201401	Helena	MT	59620
Attorney General's Office	Josh Stein	9001 Mail Service Ctr		Raleigh	NC	27699
Office of the Attorney General	Wayne Stenehjem	State Capitol	600 E Boulevard Ave Dept 125	Bismarck	ND	58505
Nebraska Attorney General	Doug Peterson	2115 State Capitol	PO Box 98920	Lincoln	NE	68509
Office of the Attorney General	John Formella	NH Department of Justice	33 Capitol St	Concord	NH	03301
Office of the Attorney General	Andrew J. Bruck	25 Market Street	PO Box 080	Trenton	NJ	08625
Office of the Attorney General	Hector Balderas	408 Galisteo St	Villagra Bldg	Santa Fe	NM	87501
Office of the Attorney General	Aaron Ford	100 N Carson St		Carson City	NV	89701
Office of the Attorney General	CAFA Coordinator	28 Liberty Street	15th Floor	New York	NY	10005
Office of the Attorney General	Dave Yost	30 East Broad Street	14th Floor	Columbus	OH	43215
Office of the Attorney General	John O'Connor	313 NE 21st St		Oklahoma City	OK	73105
Office of the Attorney General	Ellen F Rosenblum	Oregon Department of Justice	1162 Court St NE	Salem	OR	97301
Office of the Attorney General	Josh Shapiro	16th Fl Strawberry Square		Harrisburg	PA	17120
Office of the Attorney General	Peter F Neronha	150 S Main St		Providence	RI	02903
Office of the Attorney General	Alan Wilson	PO Box 11549		Columbia	SC	29211
Office of the Attorney General	Jason Ravnsborg	1302 E Hwy 14 Ste 1		Pierre	SD	57501
Office of the Attorney General	Herbert H. Slatery III	PO Box 20207		Nashville	TN	37202
Office of the Attorney General	Ken Paxton	300 W 15th St		Austin	TX	78701
Office of the Attorney General	Sean D. Reyes	PO Box 142320		Salt Lake City	UT	84114
Office of the Attorney General	Mark R. Herring	202 North Ninth Street		Richmond	VA	23219
Office of the Attorney General	TJ Donovan	109 State St		Montpelier	VT	05609
Office of the Attorney General	Bob Ferguson	800 Fifth Avenue	Suite 2000	Seattle	WA	98104
Office of the Attorney General	Josh Kaul	PO Box 7857		Madison	WI	53707
Office of the Attorney General	Patrick Morrissey	State Capitol Complex	Bldg 1 Room E 26	Charleston	WV	25305
Office of the Attorney General	Bridget Hill	109 State Capital		Cheyenne	WY	82002
Department of Legal Affairs	Fainu'ulei Falefatu Ala'ilima-Utu	Executive Office Building 3rd Floor	PO Box 7	Utulei	AS	96799
Attorney General Office of Guam	Leevin T Camacho	Administration Division	590 S Marine Corps Dr Ste 901	Tamuning	GU	96913
Office of the Attorney General	Edward Manibusan	Administration Bldg	PO Box 10007	Saipan	MP	96950
PR Department of Justice	Domingo Emanuelli Hernández	PO Box 9020192		San Juan	PR	00902
Department of Justice	Denise N. George	34-38 Kronprindsens Gade	GERS Bldg 2nd Fl	St Thomas	VI	00802

CAFA Notice Service List

UPS

Company	FullName	Address1	Address2	City	State	Zip
US Department of Justice	Merrick B. Garland	950 Pennsylvania Ave NW		Washington	DC	20530

Attachment 2

NOTICE ADMINISTRATOR
HILSOFT NOTIFICATIONS
10300 SW Allen Blvd
Beaverton, OR 97005
P 503-350-5800
DL-CAFA@epiqglobal.com

September 10, 2021

VIA UPS OR USPS CERTIFIED MAIL

Class Action Fairness Act – Notice to Federal and State Officials

Dear Sir or Madam:

Pursuant to the “Class Action Fairness Act,” (“CAFA”), 28 U.S.C. §1715, please find enclosed information from Volkswagen Group of America, Inc. and Audi of America, LLC (collectively “Volkswagen”) relating to the proposed settlement of a class action lawsuit.

- **Case:** *In re: Takata Airbag Product Liability Litigation*, (Economic Loss Track Cases Against Volkswagen Group of American, Inc. and Audi of America, LLC), Master File No. 15-MD-02599 and Case No. S.D. Fla. Case No. 1:14-cv-24009.
- **Court:** United States District Court for the Southern District of Florida, Miami Division.
- **Defendant:** Volkswagen

Pursuant to 28 U.S.C. § 1715(b)(1), (3), and (4), please find copies of the following documents on the enclosed CD:

- Consolidated Class Action Complaint, *Puhalla, et al. v. Volkswagen Aktiengesellschaft, et al.*, Master File No. 15-MD-02599 and Case No. S.D. Fla. Case No. 1:14-cv-24009 (ECF No. 2430);
- Amended Consolidated Class Action Complaint (ECF No. 2762);
- Second Amended Consolidated Class Action Complaint (ECF No. 4026); and
- Plaintiffs’ Unopposed Motion for Preliminary Approval of Volkswagen Class Settlement, Preliminary Certification of Settlement Class, and Approval of Class Notice and Incorporated Memorandum of Law (ECF No. 4105); which includes as “Exhibit A” a complete copy of the proposed Settlement Agreement with all exhibits, including the proposed Class Notice documents, proposed Preliminary Approval Order, and proposed Final Approval Order.

Pursuant to 28 U.S.C. § 1715(b)(2), no judicial hearings are currently scheduled in the above-referenced matter.

September 10, 2021

Page 2

Pursuant to 28 U.S.C. § 1715(b)(5), (6), and (8), please be advised that there are no other settlements or agreements made contemporaneously between counsel and the parties, that the Court has yet to order any final judgment or notice of dismissal, and that there are no written judicial opinions relating to any of the above-referenced materials.

Pursuant to 28 U.S.C. § 1715(b)(7), it is not presently feasible to provide a complete list of class members residing in each state and territory potentially encompassed within the proposed settlement. Volkswagen reasonably estimates that there are more than 1.34 million putative settlement class members among the fifty states, the District of Columbia, and the territories of the United States (together, “the States”). Because the mailing list for Class Notice has not yet been obtained, Volkswagen does not presently know the number of class members residing in the States or the proportionate share of the claims of such members to the entire settlement. Nevertheless, Volkswagen has provided a chart, which is included in the enclosed CD that sets forth a reasonable estimate of the number of class members, and the proportionate share of their claims, based on the locations of the original sales of the subject vehicles.

Very truly yours,

Notice Administrator

Enclosures

Attachment 2

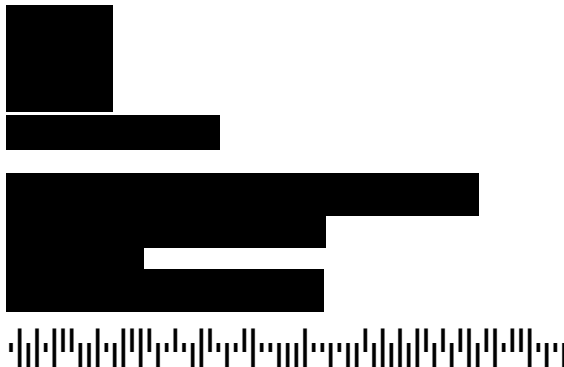
Auto Airbag Settlement
Settlement Notice Administrator
P.O. Box 5650
Portland, OR 97208-5650

Prsrt 1st Class
U.S. Postage
PAID
Toppan Merrill

THIS IS NOT A VEHICLE RECALL NOTICE

Important Legal Notice from the United States District Court for the Southern District of Florida.

This is a notice of a class action settlement, not a notice of a vehicle recall. If you have received a recall notice for your Volkswagen or Audi vehicle and have not yet had your Takata airbags repaired, you should do so as soon as possible. However, your vehicle may be recalled for repair at a later date (refer to NHTSA website www.nhtsa.gov/equipment/takata-recall-spotlight#for-consumers-overview for the list of recalled vehicles and recall service schedule). Please call the toll free number or access the website if you have any questions. **When recalled Takata airbags deploy, they may, in very rare cases and under certain circumstances, spray metal debris toward vehicle occupants and may cause serious injury.**



Case 1:15-md-02599-FAM Document 4143-2 Entered on FLSD Docket 01/21/2022 Page 33 of 132

Current and former owners and lessees of certain Volkswagen or Audi vehicles with a Takata airbag may be entitled to a payment from a class action settlement.

Si desea recibir esta notificación en español, llámenos o visite nuestra página web.

A \$42 million Settlement has been reached in a class action lawsuit alleging that Volkswagen AG, Volkswagen Group of America, Inc., VW Credit, Inc., Audi AG, and Audi of America, LLC (collectively “Volkswagen”) manufactured and sold vehicles that contained allegedly defective airbags made by Takata Corporation and its affiliates (“Takata”). Volkswagen denies the allegations in the lawsuit, and the Court has not decided who is right. The \$42 million Settlement Amount, less a 20% credit for the Enhanced Rental Car/Loaner Program, will be funded over time and will be used for all relief and associated costs, as further discussed in the Settlement Agreement. **The purpose of this notice is to inform you of the class action and the proposed settlement so that you may decide what to do.**

Who’s Included? Volkswagen’s records indicate that you may be a Class Member. The Settlement offers potential payments and other benefits to current and former owners and lessees of certain Volkswagen and Audi vehicles that have or had Takata airbags, which are, may or will be subject to a Recall (“Subject Vehicles”). A complete list of Subject Vehicles currently included in the Settlement is posted on the www.AutoAirbagSettlement.com Settlement Website. This Settlement does not involve claims of personal injury.

What Are the Settlement Terms? The Settlement offers several benefits, including reimbursement of reasonable out-of-pocket expenses related to the Takata airbag recall, an Enhanced Rental Car/Loaner Program for owners or lessees of certain Subject Vehicles, an Outreach Program to maximize completion of the recall remedy, additional payments to Class Members from residual Settlement funds, if any remain, (generally two payments of up to \$250 each), and a Customer Support Program to help with repairs associated with replacement airbag inflators. For further details about the Settlement, including the relief, eligibility, and release of claims, you can review the Settlement Agreement at the website, www.AutoAirbagSettlement.com.

How Can I Get a Payment? You must file a claim to receive a payment during the first four years of the Settlement. If you still own or lease your Volkswagen or Audi vehicle, you must also bring it to an authorized dealership for the recall remedy, as directed by a recall notice, if you have not already done so. Visit the website and file a claim online or you can download one and file by mail. The deadline to file a claim will depend on the recall or repair date of your Subject Vehicle and will be at least one year from the date the Settlement is finalized. All deadlines will be posted on the website when they are known.

Your Other Options. If you do not want to be legally bound by the Settlement, you must exclude yourself by **February 14, 2022**. If you do not exclude yourself, you will release any claims you may have against Volkswagen and the Released Parties and be eligible to receive certain settlement benefits, as more fully described in the Settlement Agreement, available at the Settlement Website. You may object to the Settlement by **February 14, 2022**. You cannot both exclude yourself from, and object to, the Settlement. The Long Form Notice available on the website listed below explains how to exclude yourself or object. The Court will hold a hearing on **March 7, 2022**, to consider whether to finally approve the Settlement and a request for attorneys’ fees of up to 30% of the Settlement Amount. You may appear at the hearing, either yourself or through an attorney hired by you, but you don’t have to. For more information, call or visit the website below.

AF1542 v.03

1-888-735-5596

www.AutoAirbagSettlement.com

Attachment 3

Authorized by the U.S. District Court for the Southern District of Florida

If You Currently or Previously Owned, Purchased, or Leased Certain Volkswagen or Audi Vehicles, You Could Get a Cash Payment and Other Benefits from a Class Action Settlement.

THIS IS NOT A VEHICLE RECALL NOTICE.

Your vehicle may not be recalled, or may be recalled at a later date. Please see www.nhtsa.gov/equipment/takata-recall-spotlight#for-consumers-overview for further details about whether your vehicle is recalled and, if so, what you should do.

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

- There is a proposed settlement in a class action lawsuit involving automotive companies to whom Takata Corporation and its affiliates supplied certain airbag products. The settlement resolves certain claims against Volkswagen AG, Volkswagen Group of America, Inc., VW Credit, Inc., Audi AG, and Audi of America, LLC (collectively “Volkswagen”¹) that were based on the inclusion of those Takata airbag products in certain Volkswagen and Audi vehicles. Those people included in the settlement have legal rights, options and deadlines by which they must exercise them.
- You are included if you own or owned, or lease or leased certain Volkswagen or Audi vehicles (which are listed in Question 3 below) as of certain dates specified below.
- The proposed settlement provides for several benefits, including, among other things, an Enhanced Rental Car/Loaner Program, Out-of-Pocket Claims Process, Customer Support Program, and Residual Distribution. There is also an Outreach Program which encourages Volkswagen and Audi customers to participate in a recall of Takata airbag inflators.

If you have received a separate recall notice for your Volkswagen or Audi vehicle and have not yet had your airbags replaced, you should do so as soon as possible.

Please read this Notice carefully. Your legal rights are affected, whether you act or do not act. You are encouraged to periodically check the website, www.AutoAirbagSettlement.com, because it will be updated with additional information.

A. BASIC INFORMATION

1. What is this Notice about?

A Court authorized this Notice because you have a right to know about a proposed settlement of a class action lawsuit and about all of your options and associated deadlines before the Court decides whether to give final approval to the settlement. The name of the lawsuit is *In Re: Takata Airbag Product Liability Litigation*, No. 15-MD-2599-FAM. Takata and several automotive companies were named as defendants in the litigation, including Volkswagen. This Notice explains the lawsuit, the proposed settlement, and your legal rights. You are NOT being sued. The Court still has to decide whether to finally approve the settlement. Payments and other benefits will be distributed only if the Court finally approves the settlement and, subject to the terms of the Settlement, the settlement approval is upheld after any appeals. Please be patient and check the website identified in this Notice regularly. Please do not contact Volkswagen or Audi Dealers regarding the details of this settlement while it is pending before the Court.

¹ Capitalized terms have the definitions and meanings accorded to them in the Settlement Agreement.

*Your legal rights may be affected even if you do not act.
Please read this Notice carefully.*

YOUR RIGHTS AND CHOICES

YOU MAY:		DATE/CLAIM PERIOD
<p>File a registration / claim form(s)</p>	<p>This is the only way that you can receive cash payments for which you may be eligible from the Out-of-Pocket Claims Process or the Residual Distribution, if any funds remain, prior to the Final Claim/Registration Deadline.</p> <p>There are different deadlines to file a claim depending on your situation. The column to the right explains those deadlines.</p>	<p><i>(a) Class Members who, before November 10, 2021, sold or returned, pursuant to a lease, a Subject Vehicle prior to November 10, 2021, will have one year from the Effective Date to submit a Registration/Claim Form.</i></p> <p><i>(b) Class Members who owned or leased a Subject Vehicle on November 10, 2021, shall have one year from the Effective Date or one year from the date of the performance of the Recall Remedy on their Subject Vehicle, whichever is later, to submit a Registration/Claim Form, but no Registration/Claim Forms may be submitted after the Final Registration/Claim Deadline.</i></p> <p><i>The Effective Date and Final Registration/Claim Deadline, when known, will be posted on the Settlement website.</i></p>
<p>Obtain Other Settlement Benefits</p>	<p>If you are a Class Member, you may also be eligible to participate in the Enhanced Rental Car/Loaner Program and/or receive benefits from the Customer Support Program.</p> <p>As part of the Enhanced Rental Car/Loaner Program, Volkswagen shall provide a rental/loaner vehicle to Class Members while they are waiting for the Recall Remedy to be performed on their Subject Vehicles.</p> <p>Volkswagen shall provide the Customer Support Program that will provide prospective coverage for repairs and adjustments for the Takata phase-</p>	

**QUESTIONS? CALL TOLL FREE 1-888-735-5596 OR VISIT www.AutoAirbagSettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

	<p>stabilized ammonium nitrate or “PSAN” inflators replaced through the Recall Remedy.</p> <p>There is an Outreach Program that is designed to maximize completion of the Recall Remedy.</p>	
Object	Write to the Court about why you do not like the proposed settlement.	<i>February 14, 2022</i>
Exclude Yourself	Ask to get out (opt out) of the proposed settlement. If you do this, you are not entitled to any of the settlement benefits, but you keep your right to sue Volkswagen about the issues in your own lawsuit.	<i>February 14, 2022</i>
Appear in the Lawsuit or Go to the Fairness Hearing	<p>You are not required to enter an appearance in the lawsuit in order to participate in the proposed settlement, but you may enter an appearance on your own or through your own lawyer in addition to filing an objection if you do not opt out. You can also ask to speak in Court at the Fairness Hearing about the proposed settlement, if you have previously filed an objection and submitted a timely notice of intention to appear at the Fairness Hearing.</p>	<p><i>Appearance deadline - February 14, 2022</i></p> <p><i>Fairness Hearing - March 7, 2022, at 10:00 a.m.</i></p>
Do Nothing	You may not receive certain settlement benefits that you may otherwise be eligible for and you give up the right to sue Volkswagen about the issues in the lawsuit.	

2. What is the lawsuit about?

The lawsuit alleges that certain automotive companies, including Volkswagen, manufactured, distributed, or sold certain vehicles containing allegedly defective Takata airbag inflators manufactured by Takata Corporation and TK Holdings, Inc. that allegedly could, upon deployment, rupture and expel debris or shrapnel into the occupant compartment and/or otherwise affect the airbag’s deployment, and that the plaintiffs sustained economic losses as a result thereof.

The lawsuit claims violations of various state consumer protection statutes, among other claims. You can read the Second Amended Consolidated Class Action Complaint by visiting www.AutoAirbagSettlement.com. Volkswagen denies that it has violated any law, and denies that it engaged in any wrongdoing with respect to the manufacture, distribution, or sale of the Subject

QUESTIONS? CALL TOLL FREE 1-888-735-5596 OR VISIT www.AutoAirbagSettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT

Vehicles. The parties agreed to resolve these matters before these issues were decided by the Court.

This settlement does not involve claims of personal injury or property damage to any property other than the Subject Vehicles.

On October 27, 2014, Craig Dunn, Pam Koehler, Zulmarie Rivera, Tru Value Auto Malls, LLC, David M. Jorgensen, Anna Marie Brechtell Flattmann, Robert Redfearn, Jr., Tasha R. Severio, Kenneth G. Decie, Gregory McCarthy, Nicole Peaslee, Karen Switkowski, Anthony D. Dark, Lemon Auto Sales, Inc., Nathan Bordewich, Kathleen Wilkinson, Haydee Masisni, and Nancy Barnett filed a class action complaint in *Craig Dunn, et al. v. Takata Corp., et al.*, No. 1:14-cv-24009 (S.D. Fla.), alleging, among other things, that certain automotive companies manufactured, distributed, or sold certain vehicles containing allegedly defective airbag inflators manufactured by Defendants Takata Corporation and TK Holdings, Inc. that allegedly could, upon deployment, rupture and expel debris or shrapnel into the occupant compartment and/or otherwise affect the airbag's deployment, and that the plaintiffs sustained economic losses as a result thereof.

The Judicial Panel on Multidistrict Litigation subsequently consolidated the *Craig Dunn, et al.* action for pretrial proceedings with additional class and individual actions alleging similar or identical claims in *In re Takata Airbag Products Liability Litigation*, No. 1:15-md-02599-FAM (S.D. Fla.) (MDL 2599) (the "*Takata MDL*"), pending before the Honorable Judge Federico A. Moreno in the United States District Court for the Southern District of Florida.

On March 17, 2015, the Court entered an Order Appointing Plaintiffs' Counsel and Setting Schedule, which designated Peter Prieto of Podhurst Orseck, P.A. as Chair Lead Counsel, David Boies of Boies Schiller and Flexner LLP, and Todd A. Smith of Smith Lacion, as Co-Lead Counsel in the Economic Loss track; Curtis Miner of Colson Hicks Eidson as Lead Counsel for the Personal Injury track; and Roland Tellis of Baron & Budd, P.C., James Cecchi of Carella, Byrne, Cecchi, Olstein, Brody & Agnello P.C., and Elizabeth Cabraser of Lieff Cabraser Heimann & Bernstein, LLP as Plaintiffs' Steering Committee members.

Certain Plaintiffs filed a complaint naming Volkswagen Group of America, Inc. as a Defendant on August 8, 2017. Other Plaintiffs filed another complaint naming Audi of America, LLC as a Defendant on March 14, 2018. On April 23, 2021, Plaintiffs filed a Second Amended Consolidated Class Action Complaint against Volkswagen Group of America, Inc. and Audi of America, LLC, which is the operative pleading for Plaintiffs' Claims at this time.

A detailed description of the legal proceedings, including motions to dismiss, is set forth in the Settlement Agreement, which is on the settlement website www.AutoAirbagSettlement.com.

On January 13, 2017, Defendant Takata Corporation signed a criminal plea agreement in which it admitted, among other things, that it "knowingly devised and participated in a scheme to obtain money and enrich Takata by, among other things, inducing the victim OEMs [Original Equipment Manufacturers] to purchase airbag systems from Takata that contained faulty, inferior, nonperforming, non-conforming, or dangerous PSAN inflators by deceiving the OEMs through the submission of false and fraudulent reports and other information that concealed the true and accurate test results for the inflators which the OEMs would not have otherwise purchased as they were." *United States v. Takata Corp.*, No. 2:16-cr-20810 GCS EAS, Dkt. No. 23 at B-6, B-7 (E.D. Mich. Feb. 27, 2017). On the same day, an indictment of three Takata employees on related charges was unsealed. Takata entered a guilty plea to one count of wire fraud before U.S. District Judge George Caram Steeh, as part of a settlement with the U.S. Department of Justice. *See id.* at 2-3.

Written discovery and extensive document productions have taken place (millions of pages of

**QUESTIONS? CALL TOLL FREE 1-888-735-5596 OR VISIT www.AutoAirbagSettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

documents have been produced), Volkswagen has taken 17 depositions of class representatives and related individuals; and Plaintiffs have deposed at least 18 Takata witnesses and 5 Volkswagen witnesses.

3. What vehicles are included in the settlement?

The following Volkswagen and Audi vehicles (called the “Subject Vehicles”) distributed for sale or lease in the United States, the District of Columbia, Puerto Rico or any other United States territories or possessions are included:

<u>Model Years</u>	<u>Make and Model</u>
2009-2017	Volkswagen CC
2010-2016	Volkswagen Eos
2010-2014	Volkswagen Golf
2012-2015	Volkswagen Passat
2006-2008, 2010	Volkswagen Passat Sedan
2006-2008, 2010	Volkswagen Passat Wagon
2012-2019	VW Beetle
2012-2019	VW Beetle Convertible
2006-2013	Audi A3
2005-2008	Audi A4 Avant
2007-2009	Audi A4 Cabriolet
2005-2008	Audi A4 Sedan
2010-2012	Audi A5 Cabriolet
2006-2011	Audi A6 Avant
2005-2011	Audi A6 Sedan
2009-2012	Audi Q5
2017	Audi R8 Coupe
2017	Audi R8 Spyder
2008	Audi RS 4 Cabriolet

**QUESTIONS? CALL TOLL FREE 1-888-735-5596 OR VISIT www.AutoAirbagSettlement.com
 PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
 PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

2007-2008	Audi RS 4 Sedan
2005-2008	Audi S4 Avant
2007-2009	Audi S4 Cabriolet
2005-2008	Audi S4 Sedan
2010-2012	Audi S5 Cabriolet
2007-2011	Audi S6 Sedan
2016-2017	Audi TT Coupe
2016-2017	Audi TT Roadster

4. Why is this a class action?

In a class action, people called “class representatives” sue on behalf of other people who have similar claims. All of these people together are the “Class” or “Class Members” if the Court approves this procedure. Once approved, the Court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

5. Why is there a settlement?

Both sides in the lawsuit agreed to a settlement to avoid the cost and risk of further litigation, including a potential trial, and so that the Class Members can get benefits, in exchange for releasing Volkswagen and the Released Parties from liability. The settlement does not mean that Volkswagen broke any laws or did anything wrong, and the Court did not decide which side was right. This settlement has been preliminarily approved by the Court, which authorized the issuance of this Notice. The Class representatives/named plaintiffs and the lawyers representing them (called “Settlement Class Counsel”) believe that the settlement is in the best interests of all Class Members.

The essential terms of the settlement are summarized in this Notice. The Settlement Agreement along with all exhibits and addenda sets forth in greater detail the rights and obligations of the parties. If there is any conflict between this Notice and the Settlement Agreement, the Settlement Agreement governs.

B. WHO IS IN THE SETTLEMENT?

To see if you are affected or if you can get money or benefits, you first have to determine whether you are a Class Member.

6. How do I know if I am part of the settlement?

You are part of the settlement if you are:

- (1) a person or entity who or which owned and/or leased a Subject Vehicle distributed for sale or lease in the United States or any of its territories or possessions, as of November 10, 2021, or
- (2) a person or entity who or which formerly owned and/or leased a Subject Vehicle distributed for

**QUESTIONS? CALL TOLL FREE 1-888-735-5596 OR VISIT www.AutoAirbagSettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

sale or lease in the United States or any of its territories or possessions, and who or which sold or returned, pursuant to a lease, a Subject Vehicle after February 9, 2016 through November 10, 2021.

This is called the “Class.” Excluded from this Class are: (a) Volkswagen, its officers, directors, and employees and outside counsel; its affiliates and affiliates’ officers, directors and employees; its distributors and distributors’ officers, directors and employees; and Volkswagen’s Dealers and their officers and directors; (b) Settlement Class Counsel, Plaintiffs’ counsel and their employees; (c) judicial officers and their immediate family members and associated court staff assigned to this case, any of the cases listed on Exhibit 1 to the Settlement Agreement, or the 11th Circuit Court of Appeals; (d) Automotive Recyclers and their outside counsel and employees; and (e) persons or entities who or which timely and properly exclude themselves from the Class.

7. I’m still not sure if I’m included in the settlement.

If you are not sure whether you are included in the Class, you may call 1-888-735-5596. Please do not contact Volkswagen or Audi Dealers regarding the details of this settlement while it is pending before the Court as the Court has ordered that all questions be directed to the Settlement Notice Administrator.

C. THE SETTLEMENT BENEFITS—WHAT YOU GET AND HOW TO GET IT

8. What does the settlement provide?

If you are a Class Member, what you are eligible to receive depends on several factors. The settlement benefits are outlined generally below, and more information can be found on the settlement website. The Court still has to decide whether to finally approve the settlement.

The proposed settlement benefits include, among other components, (i) Enhanced Rental/Car Loaner Program, (ii) Out-of-Pocket Claims Process, (iii) Customer Support Program, and (iv) Residual Distribution, if funds remain.

We do not know when the Court will finally approve the settlement, if it does so, or whether there will be any appeals that would have to be resolved in favor of the settlement before certain benefits would be provided, so we do not know precisely when any benefits may be available. Please check www.AutoAirbagSettlement.com regularly for updates regarding the settlement.

Please note that you may have to take action within certain deadlines to receive certain benefits, such as completing and submitting a Registration/Claim Form. If you do nothing, you may not receive certain benefits from the settlement, and, as a Class Member, you will not be able to sue the Released Parties about the issues in the lawsuit.

a. How will Volkswagen fund the settlement and all of its components?

As part of this settlement, Volkswagen agrees to pay a total of \$42,000,000.00 less the 20% Enhanced Rental Car/Loaner Program Credit (explained in Question 8(b), below), into a Qualified Settlement Fund (“QSF”). The settlement amount is to be used to fund the settlement programs, excluding the Customer Support Program, and to make all other payments, including, but not limited to, notice, administrative, tax preparation, escrow fees and costs and other expenses related to the settlement. The settlement fund will also be used to pay attorneys’ fees and costs and incentive awards to class representatives, if any, as awarded by the Court.

**QUESTIONS? CALL TOLL FREE 1-888-735-5596 OR VISIT www.AutoAirbagSettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

Initial Payment: Volkswagen will make the first payment into the QSF not later than 30 calendar days after the Court issues the Preliminary Approval Order (the “Initial Payment”). The Initial Payment shall include:

- i. \$5,040,000 (12% of the total Settlement Amount), which is intended to be sufficient to pay for the first 12 months of the Outreach Program, and the first 12 months of the Settlement Special Administrator’s costs and administrative costs.

Second Payment: Volkswagen will pay into the QSF the amount sufficient to pay for notice costs, as directed by the Settlement Special Administrator, not later than 21 days after receipt of such direction from the Settlement Special Administrator.

Third Payment: Not later than 14 calendar days after the Court issues the Final Order, Volkswagen will deposit into the QSF the amount of attorneys’ fees and expenses awarded by the Court.

Year One Payment: Volkswagen will deposit into the QSF, not later than 14 calendar days after the Effective Date, 30% of the amount remaining of the \$42,000,000, after subtracting the Initial Payment, the Second Payment, and the Third Payment, and further reduced by the applicable portion of the 20% Enhanced Rental Car/Loaner Program Credit.

Year Two Payment: Volkswagen will deposit into the QSF, not later than one year after the Effective Date, 30% of the amount remaining of the \$42,000,000, after subtracting the Initial Payment, the Second Payment, and the Third Payment, and further reduced by the applicable portion of the 20% Enhanced Rental Car/Loaner Program Credit.

Year Three Payment: Volkswagen will deposit into the QSF, not later than two years after the Effective Date, 20% of the amount remaining of the \$42,000,000, after subtracting the Initial Payment, the Second Payment, and the Third Payment, and further reduced by the applicable portion of the 20% Enhanced Rental Car/Loaner Program Credit.

Year Four Payment: Volkswagen will deposit into the QSF, not later than three years after the Effective Date, the full amount remaining of the \$42,000,000, after subtracting the amounts above and further reduced by the applicable portion of the 20% Enhanced Rental Car/Loaner Program Credit.

b. Enhanced Rental Car/ Loaner Program

To address the potential inconvenience of waiting at a Volkswagen or Audi Dealer for Recall Repairs to be performed and to address the claimed anxiety, emotional distress or fear of driving a Subject Vehicle with an unrepaired recalled Takata inflator expressed by some owners and lessees, Volkswagen will adopt and implement a policy to provide a loaner/rental car free of charge to owners and lessees who request a vehicle, under the terms of the Enhanced Rental Car/Loaner Program.

Under the Enhanced Rental Car/Loaner Program, Volkswagen will provide a rental/loaner vehicle to every owner or lessee who (i) brings a Subject Vehicle that has been recalled (*i.e.*, there is an open and active NHTSA recall campaign covering the Subject Vehicle’s inflators) to a Volkswagen or Audi Dealer for completion of the Recall Remedy and (ii) requests a rental/loaner vehicle while awaiting the Recall Remedy, while the Recall Remedy is in progress, or if there is a delay in performing the Recall Remedy on the recalled Subject Vehicle. The owner or lessee shall provide adequate proof of insurance, and if a rental car (as opposed to a loaner) is provided, the owner or lessee must meet the applicable rental car company’s guidelines. The rental/loaner vehicle shall be

**QUESTIONS? CALL TOLL FREE 1-888-735-5596 OR VISIT www.AutoAirbagSettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

made available until a Recall Remedy is performed on the Subject Vehicle, at which time the rental/loaner vehicle must be promptly returned to the provider of the rental/loaner vehicle in the same condition (excepting ordinary wear and tear) as received. Absent extenuating circumstances, the rental/loaner vehicle shall be returned when the Recall Remedy is completed. But in no event shall Volkswagen's obligation to pay rental costs or provide a loaner under this paragraph persist for more than 7 days after notification that the Recall Remedy has been performed on the Subject Vehicle.

Volkswagen will institute the Enhanced Rental Car/Loaner Program no later than 30 calendar days following the date of the issuance of the Preliminary Approval Order.

Volkswagen shall receive a credit of 20% (\$8,400,000) of the overall Settlement Fund for providing the Enhanced Rental Car/Loaner Program. This credit shall be: (a) automatically applied at the beginning of the settlement program year for the Year One Payment, Year Two Payment, Year Three Payment and Year Four Payment; and (b) divided into four equal amounts for these yearly payments. Every six months following the initiation of the Enhanced Rental Car/Loaner Program, Volkswagen shall certify to the Settlement Special Administrator that Volkswagen is complying with the Enhanced Rental Car/Loaner Program. The Settlement Special Administrator shall have the right to audit and confirm such compliance.

c. Out-of-Pocket Claims Process

If the settlement is finally approved, including resolving any appeals in favor of upholding the settlement, you can ask to be reimbursed for certain reasonable out-of-pocket expenses related to the Takata Airbag Inflator Recalls. To be eligible for reimbursement, you must submit a timely and fully completed Registration/Claim Form. The Registration/Claim Form is attached to this Notice and is also available on the settlement website www.AutoAirbagSettlement.com. In no event shall a Class Member be entitled to more than one reimbursement payment per Recall Remedy performed on each Subject Vehicle they own(ed) or lease(d).

The Settlement Special Administrator will oversee the administration of the Out-of-Pocket Claims Process, including, but not limited to, the determination of types of reimbursable costs and the eligibility of claims for reimbursement. The types of eligible reimbursable costs are listed in the Registration/Claim Form, which also contains a statement that the Settlement Special Administrator may approve and pay for other reimbursable claims that the Settlement Special Administrator deems to be a reasonable out-of-pocket expense.

Reimbursable out-of-Pocket expenses: Volkswagen and Plaintiffs, through their respective counsel, will make recommendations to the Settlement Special Administrator on what types of reasonable out-of-pocket expenses are reimbursable. Based on these recommendations, the Settlement Special Administrator shall consider those recommendations and develop a claim review protocol that will allow for reimbursement from the Settlement Fund to eligible Class Members for reasonable out-of-pocket expenses related to the Takata Airbag Inflator Recalls. The Parties agree that the following preliminary list of types of reasonable expenses may be reimbursed:

- (i) reasonable unreimbursed rental car and transportation expenses, after requesting and while awaiting the Recall Remedy from a Volkswagen or Audi Dealer;
- (ii) reasonable towing charges to a Volkswagen or Audi Dealer for completion of the Recall Remedy;
- (iii) reasonable childcare expenses necessarily incurred while the Recall Remedy is being performed on the Subject Vehicle by a Volkswagen or Audi Dealer;
- (iv) reasonable unreimbursed out-of-pocket costs associated with repairing driver or

**QUESTIONS? CALL TOLL FREE 1-888-735-5596 OR VISIT www.AutoAirbagSettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

- (v) passenger front airbags containing Takata PSAN inflators; reasonable lost wages resulting from lost time from work directly associated with the drop off and/or pickup of a Subject Vehicle at a Volkswagen or Audi Dealer for performance of the Recall Remedy; and
- (vi) reasonable fees incurred for storage of a Subject Vehicle after requesting and while awaiting a Recall Remedy part.

The Parties recognize that there may be additional categories of out-of-pocket expenses that may be reimbursed, as determined by the Settlement Special Administrator. The Settlement Special Administrator may not use any funds from the Out-of-Pocket Claims Process for payments to Class Members due to property damage, including vehicle damage, or personal injury allegedly from the deployment or non-deployment of a Takata airbag.

Timing for and review of out-of-pocket claims to be reimbursed: Pursuant to the Settlement Special Administrator's Claims Review Protocol, Class Members who have submitted timely and fully completed Registration/Claim Forms and: (a) are determined to be eligible to receive reimbursement for reasonable out-of-pocket expenses, shall be reimbursed for these reasonable out-of-pocket expenses; or (b) have been either determined not to be eligible to receive reimbursement for claimed out-of-pocket expenses or only registered for a residual payment, shall be placed into a group of Class Members that may be eligible to receive funds from the Residual Distribution, if any, subject to certain conditions.

The first set of reimbursements to eligible Class Members who have completed and filed a claim form shall be made on a rolling basis by the Settlement Special Administrator no later than 180 days after the Effective Date. Reimbursements for following years shall be made on a rolling basis as claims are submitted and approved.

For the reimbursements that occur in years one through three, reimbursements shall be made on a first-in-first-out basis until the Settlement Fund is depleted for that year. If there are no more funds to reimburse eligible Class Members in that particular year, then those Class Members will be moved to subsequent years for reimbursement.

For reimbursements to eligible Class Members that are to occur in year four and until the Final Registration/Claim Deadline, out-of-pocket payments shall be made for the amount approved by the Settlement Special Administrator, unless the approved reimbursements to eligible Class Members exceed the amount available. If this event occurs, then reimbursements shall be made on a *pro rata* basis until the available amount is exhausted.

Submitting more than one claim for out-of-pocket expenses: Class Members may submit one claim for out-of-pocket expenses attributable to each Recall Remedy performed on each Subject Vehicle they own(ed) or lease(d). For example, a Class Member with two Subject Vehicles may submit two claims, one for each vehicle, but the claims for the unreimbursed expenses can not be duplicative.

Finality of decision: The Settlement Special Administrator's decisions regarding claims for reimbursement of out-of-pocket expenses submitted by Class Members shall be final and not appealable.

d. Residual Distribution

The settlement program will be implemented over at least four years. Any funds that remain at the end of each of the first four settlement program years, after all Outreach Program and out-of-pocket expense payments for that year have been made, shall be distributed to each Class Member who (a) submitted claims in that year or prior program years that were previously rejected; or (b) sought to

**QUESTIONS? CALL TOLL FREE 1-888-735-5596 OR VISIT www.AutoAirbagSettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

register for a residual payment only. Subject to certain exceptions discussed below, no Class Member eligible for a Residual Distribution payment shall receive a payment(s) totaling more than \$250 from the Residual Distribution for the first four settlement program years. Subject to certain exceptions discussed below, any funds remaining after payment of the maximum residual payment to all Class Members in any given year shall be rolled over into the following year's settlement program.

Unless it is administratively unfeasible, any funds that remain at the end of the last settlement program year after the Residual Distribution, if any, is made, shall be distributed on a *per capita* basis to Class Members who: (a) submitted claims in this or prior program years that were previously paid; (b) submitted claims in this or prior program years that were previously rejected and have not received any prior claims payments under this settlement program; or (c) sought to register for a residual payment only. No Class Member shall receive a payment of more than \$250 from this residual payment from this last settlement program year.

Any funds remaining in the Settlement Fund after making the payments described above shall be distributed to all Class Members on a *per capita* basis, unless it is administratively unfeasible, in which case such funds shall be distributed *cy pres*, subject to the agreement of the Parties, through their respective counsel, and Court approval.

Notwithstanding the above, after the Final Registration/Claim Deadline, the Parties and the Settlement Special Administrator may agree to spend any funds remaining in the QSF on continued Outreach Program activities rather than on a final Residual Distribution or *cy pres* payment as described above to fulfill the purposes of the Settlement Agreement.

Any Class Member who submits a claim that the Settlement Special Administrator determines is fraudulent shall not receive any payment from the Settlement Fund.

e. Customer Support Program

If the Court issues an order finally approving the settlement, as part of the compensation Volkswagen is paying in exchange for a release of claims against it in the Action, Volkswagen shall provide Class Members a Customer Support Program.

Customer Support Program benefits: The Customer Support Program will provide prospective coverage for repairs and adjustments (including parts and labor) needed to correct damaged and/or defective materials, if any, and defective workmanship, if any, of replacement driver or passenger inflators installed pursuant to the Takata Airbag Recall in the Subject Vehicles. This benefit will be automatically transferred and will remain with the Subject Vehicle regardless of ownership. The normal deployment of a replacement airbag inflator shall terminate this benefit as to a Subject Vehicle. To permit Volkswagen to coordinate with Volkswagen and Audi Dealers to provide benefits pursuant to the Customer Support Program under the Agreement, eligible Class Members may begin seeking such benefits no earlier than 30 days from the date of the Court's issuance of the Final Order. Nothing in the previous sentence shall affect the calculation of periods of time for which Volkswagen will provide coverage under the Customer Support Program.

The Customer Support Program shall not give Class Members a right to demand that Volkswagen recall unrecalled inflators or a claim against Volkswagen for breach of warranty for failure to recall inflators based on their use of PSAN as a propellant.

Customer Support Program timeline and duration: If the Subject Vehicle has been recalled and the Recall Remedy has been completed as of November 10, 2021, then the Customer Support Program will last for 10 years measured from the date the Recall Remedy was performed on the Subject

**QUESTIONS? CALL TOLL FREE 1-888-735-5596 OR VISIT www.AutoAirbagSettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

Vehicle, or 150,000 miles measured from the date the Subject Vehicle was originally sold or leased by a Volkswagen or Audi Dealer (“Date of First Use”), whichever comes first. However, each eligible vehicle will receive coverage for at least 75,000 miles measured from the date the Recall Remedy was performed on the Subject Vehicle or two years measured from the date of the issuance of the Court’s Preliminary Approval Order, whichever is later.

If the Subject Vehicle has been or will be recalled and the Recall Remedy has not been completed as of November 10, 2021, then the Customer Support Program will last for (a) 10 years from the Date of First Use or if the Recall Remedy is subsequently performed on the Subject Vehicle, the date the Recall Remedy is performed, or (b) 150,000 miles measured from the Date of First Use, whichever comes first. However, each eligible vehicle will receive coverage for at least 75,000 miles measured from the date the Recall Remedy was performed on the Subject Vehicle, or two years of coverage measured from the date of the issuance of the Court’s Preliminary Approval Order (or from the date the Recall Remedy is subsequently performed on the applicable Subject Vehicle, if it is), whichever is later.

Ineligible vehicles: Inoperable vehicles and vehicles with a salvaged, rebuilt or flood-damaged title are not eligible for the Customer Support Program.

f. When will I get paid for a submitted claim for reimbursement for out-of-pocket expenses or from the residual distribution?

The Settlement Special Administrator will use its best efforts to pay your Claim in a timely manner. The first set of reimbursements to eligible Class Members who have completed and filed a Registration/Claim form shall be made on a rolling basis by the Settlement Special Administrator no later than 180 days after the Effective Date. Reimbursements for following years shall be made on a rolling basis as claims are submitted and approved in subsequent years.

For the reimbursements that occur in years one through three, reimbursements shall be made on a first-in-first-out basis until the Settlement Fund is depleted for that year. If there are no more funds to reimburse eligible Class Members in that particular year, then those Class Members will be moved to subsequent years for reimbursement.

For reimbursements to eligible Class Members that are to occur in year four and until the Final Registration/Claim Deadline, out-of-pocket payments shall be made for the amount approved by the Settlement Special Administrator, unless the approved reimbursements to eligible Class Members exceeds the amount available. If this event occurs, then reimbursements shall be made on a *pro rata* basis until the available amount is exhausted.

Deadline to Submit Registration/Claim Form: In order to receive reimbursement for a Claim, eligible Class Members must complete and submit the Registration/Claim Form during the Claim Period. Class Members who, before November 10, 2021, sold or returned, pursuant to a lease, a Subject Vehicle, will have one year from the Effective Date to submit a Registration/Claim Form. Class Members who owned or leased a Subject Vehicle on November 10, 2021 will have one year from the Effective Date or one year from the date of the performance of the Recall Remedy on their Subject Vehicle, whichever is later, to submit a Registration/Claim Form, but no Registration/Claim Forms may be submitted after the Final Registration/Claim Deadline.

Obtaining, Completing and Submitting the Registration/Claim Form: You can complete and submit a Registration/Claim Form online at www.AutoAirbagSettlement.com. Alternatively, hard copy Registration/Claim Forms can be requested from the Settlement Special Administrator or from

**QUESTIONS? CALL TOLL FREE 1-888-735-5596 OR VISIT www.AutoAirbagSettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

the Settlement Notice Administrator. You can also obtain a Registration/Claim Form from the settlement website, print it out, complete it, and timely mail it to the Settlement Notice Administrator at Auto Airbag Settlement, P.O. Box 5650, Portland, OR 97208-5650.

g. Outreach Program

The Settlement Special Administrator shall oversee and administer the Outreach Program with the goal of maximizing, to the extent practicable, completion of the Recall Remedy in Subject Vehicles for the Takata Airbag Inflator Recalls. The Parties will recommend various programs to the Settlement Special Administrator that are intended to effectuate these goals. In order to effectuate these goals, the Outreach Program shall be designed to significantly increase Recall Remedy completion rates via traditional and non-traditional outreach efforts, including by expanding those currently being used by Volkswagen and conducted in connection with NHTSA's November 3, 2015 Coordinated Remedy Order and amendments thereto (the "Coordinated Remedy Order"). The budget for the Outreach Program is not to exceed 33% of the Settlement Amount, but the budget of the Outreach Program may be adjusted subject to the agreement of the Parties, through their respective counsel. The Parties, in consultation with the Settlement Special Administrator, will meet at least once a year to consider whether the above-referenced presumptive budget for the Outreach Program should be increased or decreased, and whether any money in the QSF should be set aside to finance the Outreach Program or the Out-of-Pocket Claims Process in future years. The Settlement Special Administrator shall engage certain consultants and staff, as agreed to by the Parties, through their respective counsel, to assist in the design, effectuation and implementation of the Outreach Program. The Settlement Special Administrator shall exercise his discretion to make reasonable efforts to confer with NHTSA, the Independent Monitor for Takata, and State Attorneys General, and consider compliance with the Coordinated Remedy Program before finalizing the Outreach Program. In addition, the Settlement Special Administrator and the Parties may confer directly with NHTSA, the Independent Monitor for Takata, and other parties, including State Attorneys General, to solicit input and seek collaboration in efforts to increase recall rates. Volkswagen shall be included in or notified of all communications between the Settlement Special Administrator and NHTSA, the Independent Monitor for Takata, State Attorneys General, or other regulatory bodies that specifically pertain to Volkswagen's recall completion. Updates to the Outreach Program will be posted on the Settlement website.

The Outreach Program for the Takata Airbag Inflator Recalls—which shall be subject to approval by Volkswagen—may include, but is not limited to, the following agreed-upon components: (a) direct contact of Class Members via U.S. Mail, telephone, social media, e-mail, texting, and canvassing; (b) contact of Class Members by third parties (e.g., independent repair shops); and (c) multi-media campaigns, such as through print, television, radio, and the internet. The Outreach Program may also include towing Subject Vehicles to Volkswagen or Audi Dealers for completion of the Recall Remedy and the delivery of Subject Vehicles to Class Members following completion of the Recall Remedy, the completion of the Recall Remedy by Volkswagen or Audi Dealers or other authorized entities at locations other than Volkswagen or Audi Dealers via mobile units capable of performing the Recall Remedy, incentives for Class Members to bring their Subject Vehicles to Volkswagen or Audi Dealers for the completion of the Recall Remedy, incentives for dealers to perform the Recall Remedy, incentives for independent repair shops to refer Class Members to Volkswagen or Audi Dealers to perform the Recall Remedy, and the use of data appending resources to identify Subject Vehicles that have not obtained the Recall Remedy.

The Settlement Special Administrator shall work in good faith with the consultants and the Parties, through their respective counsel, on the Outreach Program, including, but not limited to, the programs,

**QUESTIONS? CALL TOLL FREE 1-888-735-5596 OR VISIT www.AutoAirbagSettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

timing, necessary outreach messages, amounts, and support. The Settlement Special Administrator shall correspond and coordinate the Outreach Program with Volkswagen to ensure to the extent practicable that the outreach is consistent with Recall Remedy parts and service availability.

Once the Parties have provided their recommendations, the Settlement Special Administrator will then make a final, binding determination regarding the details and scope of the Outreach Program. The Settlement Special Administrator will periodically report to the Court and the Parties, through their respective counsel, the results of the implementation of the Outreach Program.

If the Effective Date does not occur during the first 12 months of the Outreach Program, the Parties, through their respective counsel, shall discuss continuing and funding the Outreach Program until the Effective Date. The Outreach Program is intended to be a program that will adjust and change its methods of outreach as is required to achieve its goal of maximizing completion of the Recall Remedy. It is not intended to be a static program with components that are fixed for the entire settlement period.

Volkswagen may propose to continue the Outreach Program beyond 12 months following the Year Four Payment if it finds it necessary to maximize recall rates among the population of Subject Vehicles that will, or may be, recalled. If Settlement Class Counsel do not agree to continue the Outreach Program beyond 12 months following the Year Four Payment, the Parties may each submit a recommendation to the Settlement Special Administrator. The Settlement Special Administrator will then make a final, binding determination. If the Outreach Program is continued beyond 12 months following the Year Four Payment, a portion of Volkswagen's QSF may be set aside to pay for Outreach Program costs for the extended period.

9. What am I giving up in exchange for the settlement benefits?

If the settlement becomes final, Class Members who do not exclude themselves from the Class will release Volkswagen and the Released Parties from liability and will not be able to sue the Released Parties about the issues in the lawsuit. The Settlement Agreement at Section VII describes the released claims in necessary legal terminology, so read it carefully. For ease of reference, we also attach the full release section and the definition of Released Parties in Appendix A to this Notice. The Settlement Agreement is available at www.AutoAirbagSettlement.com. You can talk to one of the lawyers listed in Question 13 below for free or you can, of course, talk to your own lawyer at your own expense if you have questions about the released claims or what they mean.

D. EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue Volkswagen or the Released Parties over the legal issues in the lawsuit, then you must take steps to exclude yourself from this settlement. This is also known as "opting out" of the Class.

10. If I exclude myself, can I get anything from this settlement?

If you exclude yourself, you cannot receive settlement benefits. If you ask to be excluded, you cannot object to the settlement. But, if you timely and properly request exclusion, the settlement will not prevent you from suing, continuing to sue or remaining or becoming part of a different lawsuit against Volkswagen or the Released Parties in the future about the issues in the lawsuit. If you exclude yourself, you will not be bound by anything that happens in this lawsuit and you may not object to the settlement.

**QUESTIONS? CALL TOLL FREE 1-888-735-5596 OR VISIT www.AutoAirbagSettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

11. If I do not exclude myself, can I sue later?

Unless you exclude yourself, you give up the right to sue the Released Parties for the claims resolved by this settlement. If the settlement is finally approved, you will be permanently enjoined and barred from initiating or continuing any lawsuit or other proceeding against the Released Parties about the issues in the lawsuit, as set forth in the full release attached in Exhibit A to this Notice.

12. How do I get out of the settlement?

To exclude yourself from the settlement, you **must** mail a written request for exclusion to the Settlement Notice Administrator saying that you want to be excluded from the settlement in *In Re: Takata Airbag Products Liability Litigation (Economic Loss Actions)*, and mention the case number (1:15-md-2599-FAM).

The letter **must** be signed by you or the entity seeking to be excluded from the Class and include the following information: (i) your full name, telephone number, and address; (ii) a statement affirming you are a member of the Class and providing your Subject Vehicle's Model, Model Year, and Vehicle Identification Number ("VIN"); (iii) an explicit and unambiguous statement that you wish to be excluded from the Volkswagen Settlement in the *In re Takata Airbag Products Liability Litigation, 15-md-02599-FAM*, and (iv) be individually and personally signed by you (and your counsel if you are represented by counsel). You cannot ask to be excluded over the phone or at the settlement website. To be valid and timely, opt-out requests **must be postmarked on or before February 14, 2022**, the last day of the Opt-Out Period (the "Opt-Out Deadline"). You **must** mail your request for exclusion **postmarked no later than February 14, 2022**, to:

Auto Airbag Settlement
Settlement Notice Administrator
P.O. Box 5650
Portland, OR 97208-5650

The deadlines found in this Notice may be changed by the Court. Please check www.AutoAirbagSettlement.com regularly for updates regarding the settlement.

E. THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

Yes. The Court has appointed lawyers to represent you and other Class Members. These lawyers are called "Settlement Class Counsel": Peter Prieto of Podhurst Orseck, P.A., is Chair Lead Counsel, and David Boies of Boies Schiller & Flexner LLP and Todd A. Smith of Smith Lacion LLP are Co-Lead Counsel for the economic damages track. Roland Tellis of Baron & Budd P.C., James Cecchi of Carella, Byrne, Cecchi, Olstein, Brody & Agnello P.C., and Elizabeth Cabraser of Lieff Cabraser Heimann & Bernstein, LLP are the Plaintiffs' Steering Committee members. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense. Their contact information is as follows:

QUESTIONS? CALL TOLL FREE 1-888-735-5596 OR VISIT www.AutoAirbagSettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT

<p>Peter Prieto PODHURST ORSECK, P.A. SunTrust International Center One S.E. 3rd Avenue, Suite 2300 Miami, FL 33131 Tel: (305) 358-2800 Email: pprieto@podhurst.com URL: www.podhurst.com Chair Lead Counsel</p>	<p>David Boies BOIES SCHILLER & FLEXNER, LLP 55 Hudson Yards, 20th Floor New York, NY 10001 Tel: (212) 446-2300 Email: dboies@bsfllp.com URL: www.bsfllp.com Co-Lead Counsel for the Economic Loss Track</p>
<p>Todd A. Smith SMITH LACIEN, L.L.P. 70 West Madison St., Suite 5770 Chicago, IL 60602 Tel: (312) 509-8900 Email: tsmith@smithlacienc.com Co-Lead Counsel for the Economic Loss Track</p>	<p>Roland Tellis BARON & BUDD, P.C. 15910 Ventura Blvd. #1600 Encino, CA 91436 Tel: (818) 839-2333 Email: rtellis@baronbudd.com URL: www.baronandbudd.com Plaintiffs' Steering Committee</p>
<p>James E. Cecchi CARELLA, BYRNE, CECCHI, OLSTEIN, BRODY & AGNELLO, P.C. 5 Becker Farm Road Roseland, NJ 07068 Tel: (973) 994-1700 Email: jcecchi@carellabyrne.com URL: www.carellabyrne.com Plaintiffs' Steering Committee</p>	<p>Elizabeth J. Cabraser LIEFF CABRASER HEIMANN & BERNSTEIN, LLP 275 Battery Street, Suite 2900 San Francisco, CA 94111 Tel: (415) 956-1000 Email: ecabraser@lchb.com URL: www.lieffcabraser.com Plaintiffs' Steering Committee</p>

14. How will the lawyers be paid? What about awards to the named plaintiffs/class representatives?

The Parties did not begin to negotiate Attorneys' Fees and Expenses until after agreeing to the principal terms set forth in this Settlement Agreement. Settlement Class Counsel agrees to file, and Volkswagen agrees not to oppose, an application for an award of Attorneys' Fees and Expenses of not more than 30% of the Settlement Amount. The Court will determine the amount of Attorneys' Fees and Expenses to be awarded. This award, which shall be paid from the Settlement Fund, shall be the sole compensation paid by Volkswagen for all plaintiffs' counsel in the Actions.

Any order or proceedings solely relating to the Attorneys' Fees and Expenses application, or any appeal from any order related thereto, or reversal or modification thereof, will not operate to terminate or cancel this Agreement, or affect or delay the Effective Date.

Settlement Class Counsel may petition the Court for incentive awards of up to \$5,000 per Plaintiff. The purpose of such awards shall be to compensate the Plaintiffs for efforts undertaken by them on behalf of the Class. Any incentive awards made by the Court shall be paid from the Settlement Fund within 30 days of the date the Court grants Settlement Class Counsel's petition for fees, if it does so.

Volkswagen shall not be liable for, or obligated to pay, any attorneys' fees, expenses, costs, or disbursements, either directly or indirectly, in connection with the Actions or the Agreement, other than as set forth above.

**QUESTIONS? CALL TOLL FREE 1-888-735-5596 OR VISIT www.AutoAirbagSettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

F. OBJECTING TO THE SETTLEMENT

You can tell the Court if you do not agree with the settlement or some part of it.

15. How do I tell the Court if I do not like the settlement?

If you are a Class Member, and you do not exclude yourself from the Class, you can object to the settlement if you do not like some part of it or all of it. You can give reasons why you think the Court should not approve it. To object, you must deliver to Settlement Class Counsel and to Volkswagen's Counsel (see addresses below), and file with the Court, on or before **February 14, 2022**, a written statement of your objections.

The written objection of any Class Member must include:

- a) a heading which refers to the *Takata* MDL and an indication that the objection is to the Volkswagen Settlement;
- b) the objector's full name, telephone number, and address (the objector's actual residential address must be included);
- c) an explanation of the basis upon which the objector claims to be a Class Member, including the VIN(s) of the objector's Subject Vehicle(s);
- d) all grounds for the objection, accompanied by any legal support for the objection known to the objector or his or her counsel;
- e) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case;
- f) if represented by counsel, the full name, telephone number, and address of all counsel, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;
- g) the number of times the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the counsel or the firm has made such objection, and a copy of any orders related to or ruling upon counsel's or the firm's prior such objections that were issued by the trial and appellate courts in each listed case;
- h) any and all agreements that relate to the objection or the process of objecting – whether written or verbal – between objector or objector's counsel and any other person or entity;
- i) whether the objector intends to appear at the Fairness Hearing on his or her own behalf or through counsel;
- j) the identity of all counsel representing the objector who will appear at the Fairness Hearing;
- k) a list of all persons who will be called to testify at the Fairness Hearing in support of the objection; and
- l) the objector's dated, handwritten signature (an electronic signature or the objector's counsel's signature is not sufficient).

Any documents supporting the objection must also be attached to the objection.

The objection must be received by Settlement Class Counsel and Volkswagen's Counsel no later than **February 14, 2022**. To have your objection considered by the Court, you also must file the objection with the Clerk of Court (identified below) so that it is received and filed no later than **February 14, 2022**.

QUESTIONS? CALL TOLL FREE 1-888-735-5596 OR VISIT www.AutoAirbagSettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT

Objections must be mailed to:

<u>Clerk of the Court</u> Wilkie D. Ferguson, Jr. U.S. Courthouse 400 North Miami Avenue Miami, FL 33128	<u>Settlement Class Counsel</u> Peter Prieto PODHURST ORSECK, P.A. SunTrust International Center One S.E. 3 rd Ave, Suite 2300 Miami, FL 33131	<u>Volkswagen’s Counsel</u> Robert J. Giuffra Jr. Sullivan & Cromwell LLP 125 Broad Street New York, NY 10004
---	--	---

16. What is the difference between objecting and excluding?

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

If you are a Class Member and you do nothing, you will remain a Class Member and all of the Court’s orders will apply to you, you will be eligible for the settlement benefits described above as long as you satisfy the conditions for receiving each benefit, and you will not be able to sue the Released Parties over the issues in the lawsuit, as set forth in the full release attached in Exhibit A to this Notice.

G. THE COURT’S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval to the settlement, sometimes called the “Fairness Hearing.” If you have filed an objection on time and attend the hearing, you may ask to speak (provided you have previously filed a timely notice of intention to appear), but you do not have to attend or speak.

17. When and where will the Court decide whether to grant final approval of the settlement?

The Court will hold a Fairness Hearing at **10:00 a.m. on March 7, 2022** at the Wilkie D. Ferguson, Jr. United States District Courthouse, Southern District of Florida, 400 North Miami Avenue, Miami, FL 33128. 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 will only listen to people who have met the requirement to speak at the hearing (*See* Question 19 below). After the hearing, the Court will decide whether to grant final approval of the settlement, and, if so, how much to pay the lawyers representing Class Members. We do not know how long these decisions will take.

18. Do I have to come to the hearing?

No. Settlement Class Counsel will answer any 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 – but you can if you provide advance notice of your intention to appear (*See* Question 19 below). As long as you filed a written objection with all of the required information on time with the Court, the Court will consider it. You may also pay another lawyer to attend, but it is not required.

**QUESTIONS? CALL TOLL FREE 1-888-735-5596 OR VISIT www.AutoAirbagSettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

19. May I speak at the hearing?

You or your attorney may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your “Notice of Intent to Appear in *In Re: Takata Airbag Products Liability Litigation (Economic Loss Actions)*, No. 1:15-md-2599-FAM” to Settlement Class Counsel and Volkswagen’s Counsel identified above (see Question 15) so that they receive it no later than **February 14, 2022**. You must also file such a Notice with the Clerk of Court so that it is received and filed no later than **February 14, 2022**. You must include your name, address, telephone number, the year, make and model and VIN number of your vehicle, and your signature. Anyone who has requested permission to speak must be present at the start of the Fairness Hearing at **10:00 a.m. on March 7, 2022**. You cannot speak at the hearing if you excluded yourself from the Class.

H. GETTING MORE INFORMATION

20. How do I get more information?

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement and other information about the settlement and the Registration/Claim Forms, at www.AutoAirbagSettlement.com. You can also call the toll-free number, 1-888-735-5596, or write the Settlement Notice Administrator at Auto Airbag Settlement, P.O. Box 5650, Portland, OR 97208-5650. You can also look at the documents filed in the lawsuit at the Court at the address provided above in response to Question 15.

21. When will the settlement be final?

The settlement will not be final unless and until the Court grants final approval of the settlement at or after the Fairness Hearing and after any appeals are resolved in favor of the settlement. Please be patient and check the website identified in this Notice regularly. Please do not contact Volkswagen or Volkswagen or Audi Dealers as the Court has ordered that all questions be directed to the Settlement Notice Administrator.

**QUESTIONS? CALL TOLL FREE 1-888-735-5596 OR VISIT www.AutoAirbagSettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

Appendix A

Section VII from the Settlement Agreement – Release and Waiver

A. The Parties agree to the following release and waiver, which shall take effect upon entry of the Final Judgment.

B. In consideration for the relief provided above, Plaintiffs and each Class Member, on behalf of themselves and any other legal or natural persons and entities who or which may claim by, through or under them, including their executors, administrators, heirs, assigns, privies, predecessors and successors, agree to fully, finally and forever release, relinquish, acquit, discharge and hold harmless the Released Parties² from the Claims and any and all other claims, demands, suits, petitions, liabilities, causes of action, rights, losses and damages and relief of any kind or type regarding the subject matter of the Actions, including, but not limited to, compensatory, exemplary, statutory, punitive, restitutionary, expert or attorneys' fees and costs, whether past, present, or future, mature or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, derivative, vicarious or direct, asserted or un-asserted, and whether based on federal, state or local law, statute, ordinance, rule, regulation, code, contract, tort, physical property damage to the Subject Vehicle, fraud or misrepresentation, common law, violations of any state's or territory's deceptive, unlawful, or unfair business or trade practices, false, misleading or fraudulent advertising, consumer fraud or consumer protection statutes, or other laws, unjust enrichment, any breaches of express, implied or any other warranties, violations of any state's Lemon Laws, the Racketeer Influenced and Corrupt Organizations Act, or the Magnuson-Moss Warranty Act, or any other source, or any claims under the Trade Regulation Rule Concerning the Preservation of Consumers' Claims and Defenses 16. C.F.R. § 433.2, or any claim of any kind, in law or in equity, arising from, related to, connected with, or in any way involving the Claims or the Actions, the Subject Vehicles' driver or passenger front airbag modules containing desiccated or non-desiccated Takata PSAN inflators, and any and all claims involving the Takata Airbag Inflator Recalls that are, or could have been, alleged, asserted or described in the *Alters* Complaint, the *McBride* Complaint, the Consolidated Class Action Complaint, the Amended Consolidated Class Action Complaint, the Second Amended Consolidated Class Action Complaint, the Actions or any amendments of the Actions.

C. If a Class Member who does not opt out commences, files, initiates, or institutes any new legal action or other proceeding against a Released Party for any claim released in this Settlement in any federal or state court, arbitral tribunal, or administrative or other forum, such legal action or proceeding shall be dismissed with prejudice at that Class Member's cost.

D. Notwithstanding the Release set forth in Section VII of this Agreement, Plaintiffs and Class Members are not releasing and are expressly reserving all rights relating to claims for bodily injury, wrongful death or physical property damage (other than to the Subject Vehicle) arising from an incident involving a Subject Vehicle, including the deployment or non-deployment of a driver or

² "Released Parties" or "Released Party" means Volkswagen, and each of its past, present and future parents, predecessors, successors, spin-offs, assigns, holding companies, joint-ventures and joint-venturers, partnerships and partners, members, divisions, stockholders, bondholders, subsidiaries, related companies, affiliates, officers, directors, employees, associates, dealers, including Volkswagen AG, Audi AG, Volkswagen Group of America Chattanooga Operations, LLC, VW Credit, Inc., Volkswagen de México S.A. de C.V., the Volkswagen Dealers, representatives, suppliers, vendors, advertisers, marketers, service providers, distributors and subdistributors, repairers, agents, attorneys, insurers, administrators and advisors. The Parties expressly acknowledge that each of the foregoing is included as a Released Party even though not identified by name herein. Notwithstanding the foregoing, "Released Parties" does not include the Excluded Parties.

QUESTIONS? CALL TOLL FREE 1-888-735-5596 OR VISIT www.AutoAirbagSettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT

passenger front airbag with a Takata PSAN inflator.

E. Notwithstanding the Release set forth in Section VII of this Agreement, Plaintiffs and Class Members are not releasing and are expressly reserving all rights relating to claims against Excluded Parties.

F. The Final Order and Final Judgment will reflect these terms.

G. Plaintiffs and Class Members shall not now or hereafter institute, maintain, prosecute, assert, instigate, and/or cooperate in the institution, commencement, filing, or prosecution of any suit, action, claim and/or proceeding, whether legal, administrative or otherwise against the Released Parties, either directly or indirectly, on their own behalf, on behalf of a class or on behalf of any other person or entity with respect to the claims, causes of action or any other matters released through this Settlement.

H. In connection with this Agreement, Plaintiffs and Class Members acknowledge that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Actions or the Release herein. Nevertheless, it is the intention of Settlement Class Counsel and Class Members in executing this Agreement fully, finally and forever to settle, release, discharge, acquit and hold harmless all such matters, and all existing and potential claims against the Released Parties relating thereto which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Claims or the Actions, their underlying subject matter, and the Subject Vehicles, except as otherwise stated in this Agreement.

I. Plaintiffs expressly understand and acknowledge, and all Plaintiffs and Class Members will be deemed by the Final Order and Final Judgment to acknowledge and waive Section 1542 of the Civil Code of the State of California, which provides that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Plaintiffs and Class Members expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the California Civil Code, or any other law of any state or territory that is similar, comparable or equivalent to Section 1542, to the fullest extent they may lawfully waive such rights.

J. Plaintiffs represent and warrant that they are the sole and exclusive owners of all claims that they personally are releasing under this Agreement. Plaintiffs further acknowledge that they have not assigned, pledged, or in any manner whatsoever sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the Claims or the Actions, including without limitation, any claim for benefits, proceeds or value under the Actions, and that Plaintiffs are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Claims or the Actions or in any benefits, proceeds or values under the Actions. Class Members submitting a Registration/Claim Form shall represent and warrant therein that they are the sole and exclusive owners of all claims that they personally are releasing under the Settlement and that they have not assigned, pledged, or in any manner whatsoever sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the Claims or the Actions, including without limitation, any claim for benefits, proceeds or value under the Actions, and that the Class Member(s) are not aware of anyone other than themselves claiming any interest, in

**QUESTIONS? CALL TOLL FREE 1-888-735-5596 OR VISIT www.AutoAirbagSettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

whole or in part, in the Claims or the Actions or in any benefits, proceeds or values under the Actions.

K. Without in any way limiting its scope, and, except to the extent otherwise specified in the Agreement, this Release covers by example and without limitation, any and all claims for attorneys' fees, costs, expert fees, or consultant fees, interest, or litigation fees, costs or any other fees, costs, and/or disbursements incurred by any attorneys, Settlement Class Counsel, Plaintiffs or Class Members who claim to have assisted in conferring the benefits under this Settlement upon the Class.

L. Settlement Class Counsel and any other attorneys who receive attorneys' fees and costs from this Settlement acknowledge that they have conducted sufficient independent investigation and discovery to enter into this Settlement Agreement and, by executing this Settlement Agreement, state that they have not relied upon any statements or representations made by the Released Parties or any person or entity representing the Released Parties, other than as set forth in this Settlement Agreement.

M. Pending final approval of this Settlement via issuance by the Court of the Final Order and Final Judgment, the Parties agree that any and all outstanding pleadings, discovery, deadlines and other pretrial requirements are hereby stayed and suspended as to Volkswagen. Upon the occurrence of final approval of this Settlement via issuance by the Court of the Final Order and Final Judgment, the Parties expressly waive any and all such pretrial requirements as to Volkswagen.

N. Nothing in this Release shall preclude any action to enforce the terms of the Agreement, including participation in any of the processes detailed herein.

O. Plaintiffs and Settlement Class Counsel hereby agree and acknowledge that the provisions of this Release together constitute an essential and material term of the Agreement and shall be included in any Final Order and Final Judgment entered by the Court.

**QUESTIONS? CALL TOLL FREE 1-888-735-5596 OR VISIT www.AutoAirbagSettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

Autorizado por el Tribunal de Distrito de los Estados Unidos para el Distrito Sur de Florida

Si usted es propietario o arrendatario actual o anterior de ciertos vehículos de la marca Volkswagen o Audi, podría obtener un pago en efectivo y otros beneficios de un Acuerdo de demanda colectiva.

ESTE NO ES UN AVISO DE RETIRO DEL VEHÍCULO.

Es posible que su vehículo no se retire o que se lo retire en una fecha posterior. Consulte www.nhtsa.gov/equipment/takata-recall-spotlight#for-consumers-overview para obtener más detalles sobre si su vehículo ha sido retirado del mercado y, de ser así, qué debe hacer.

Para ver este aviso en español, visite www.AutoAirbagSettlement.com

- Existe un acuerdo propuesto en relación con una demanda colectiva que implica a empresas automotrices a quienes Takata Corporation y sus filiales proporcionaron determinados productos de airbag. El acuerdo resuelve ciertas demandas contra Volkswagen AG, Volkswagen Group of America, Inc., VW Credit, Inc., Audi AG y Audi of America, LLC (colectivamente “Volkswagen”)¹ que se fundaron en la inclusión de esos productos de airbags fabricados por Takata en determinados vehículos de la marcas Volkswagen y Audi. Aquellas personas que estén incluidas en el acuerdo tienen derechos legales, opciones y plazos mediante los cuales deben ejercerlos.
- Está incluido si es o fue propietario o arrendatario actual o anterior de ciertos vehículos de la marca Volkswagen o Audi (que se mencionan en la Pregunta 3 más adelante) a partir de determinadas fechas que aparecen especificadas más adelante.
- Estos acuerdos propuestos otorgan varios beneficios, incluidos, entre otros, un Programa de alquiler de vehículo/préstamo de vehículo mejorado, un Proceso de reclamos de gastos de bolsillo, un Programa de servicio de atención al cliente y Distribución residual. Existe, además, un Programa de ayuda que alienta a los clientes de Volkswagen y Audi a participar en el retiro de los infladores de airbag Takata.

Si usted ha recibido un aviso separado de retiro para su vehículo Volkswagen o Audi y aún sus airbags no han sido reemplazados, debe hacerlo lo antes posible.

Lea este aviso con atención. Sus derechos legales se verán afectados, independientemente de que usted actúe o no. Se le recomienda que visite periódicamente el sitio web www.AutoAirbagSettlement.com, debido a que este será actualizado con información adicional.

A. INFORMACIÓN BÁSICA

1. ¿De qué se trata este Aviso?

Un tribunal autorizó este Aviso porque usted tiene derecho a conocer sobre un acuerdo propuesto de una demanda colectiva y todas sus opciones y los plazos asociados antes de que el Tribunal decida si otorga aprobación final al acuerdo. El nombre de la demanda es *In Re: Takata Airbag Product Liability Litigation*, n.º 15-MD-2599-FAM. Se designó a Takata y varias empresas automotrices como las demandadas en el litigio, incluida Volkswagen. Este Aviso explica la demanda, el acuerdo propuesto y sus derechos legales. Usted NO está siendo demandado. El Tribunal aún debe decidir si aprueba el Acuerdo definitivamente. Los pagos y demás beneficios se distribuirán únicamente si el Tribunal aprueba definitivamente el Acuerdo y, según las condiciones de dicho Acuerdo, la aprobación de este será respetada después de cualquier apelación. Sea paciente y revise regularmente el sitio web que se identifica en este Aviso. No se comuniquen con los Concesionarios de Volkswagen o Audi en lo que respecta a los detalles de este acuerdo mientras esté en trámite ante el Tribunal.

¹ Los términos en mayúsculas tienen las definiciones y significados que se les otorgan en el Acuerdo de conciliación.

*Sus derechos legales podrían verse afectados aun cuando no actúe.
Lea este aviso con atención.*

SUS DERECHOS Y OPCIONES

USTED PUEDE:		FECHA/PERÍODO DE RECLAMO
<p>Presentar un(os) formulario(s) de inscripción/reclamo</p>	<p>Esta es la única forma en que usted puede recibir pagos en efectivo para los cuales puede ser elegible según el Proceso de reclamos de gastos de bolsillo o la Distribución residual, si quedasen algunos fondos, antes del Plazo final para la inscripción/el reclamo.</p> <p>Hay diferentes plazos para presentar un reclamo según su situación particular. En la columna de la derecha se explican dichos plazos.</p>	<p><i>(a) Los Miembros del grupo que antes del 10 de noviembre del 2021 hubiesen vendido o devuelto, de acuerdo con un contrato de arrendamiento, un Vehículo incluido antes del 10 de noviembre de 2021, tendrán un año a partir de la Fecha de entrada en vigencia para presentar un Formulario de inscripción/reclamo.</i></p> <p><i>(b) Los Miembros del grupo que poseían o arrendaron un Vehículo el 10 de noviembre del 2021 inclusive tendrán un año de plazo a partir de la Fecha de entrada en vigencia o un año a partir de la fecha del cumplimiento del Recurso de retiro en su Vehículo incluido, lo que ocurriese después, para presentar un Formulario de inscripción/reclamo; sin embargo, no se podrán presentar Formularios de inscripción/reclamo luego del Plazo final para la inscripción/dl reclamo.</i></p> <p><i>La Fecha de entrada en vigor y el Plazo final para la inscripción/el reclamo, cuando se conozcan, serán publicados en el sitio web del Acuerdo.</i></p>
<p>Obtener otros beneficios del Acuerdo</p>	<p>Si usted es Miembro del Grupo, también podrá ser elegible para participar en el Programa de alquiler de vehículo/préstamo de vehículo mejorado y recibir beneficios del Programa de servicio de atención al cliente.</p> <p>Como parte del Programa de alquiler de vehículo/préstamo de vehículo mejorado, Volkswagen proporcionará un vehículo de alquiler/prestado a los Miembros del grupo mientras estos esperan que se dé cumplimiento al Recurso de retiro en sus Vehículos incluidos.</p>	

¿TIENE ALGUNA PREGUNTA? LLAME A LA LÍNEA GRATUITA 1-888-735-5596 O VISITE

www.AutoAirbagSettlement.com

CONSULTE ESTE SITIO WEB CON REGULARIDAD DEBIDO A QUE SE ACTUALIZA PERIÓDICAMENTE
NO LLAME AL JUEZ NI AL SECRETARIO DEL TRIBUNAL

	<p>Volkswagen ofrecerá el Programa de servicio de atención al cliente que brindará cobertura eventual para reparaciones y ajustes a los infladores de nitrato de amonio estabilizado de fase (phase-stabilized ammonium nitrate, "PSAN") de Takata reemplazados mediante el Recurso de retiro.</p> <p>Existe un Programa de ayuda que está diseñado para optimizar la finalización del Recurso de retiro.</p>	
Objetar	<p>Escriba al Tribunal sobre el motivo por el cual no está conforme con el Acuerdo propuesto.</p>	<i>14 de febrero de 2022</i>
Cómo excluirse	<p>Solicite salir (excluirse) del Acuerdo propuesto. Si hace esto, no tendrá derecho a ninguno de los beneficios del acuerdo, pero conservará su derecho de demandar a Volkswagen en relación con los asuntos de su propia demanda.</p>	<i>14 de febrero de 2022</i>
Comparecer en la demanda o asistir a la Audiencia de imparcialidad	<p>No se requiere que comparezca en la demanda para participar en el Acuerdo propuesto, pero puede comparecer por su propia cuenta o a través de su propio abogado, además de presentar una objeción si no se excluye. Si usted ha presentado previamente una objeción y un aviso oportuno para comparecer en la Audiencia de imparcialidad, también puede pedir para hablar sobre el Acuerdo propuesto en dicha audiencia.</p>	<p><i>El plazo para comparecer finaliza: 14 de febrero del 2022</i></p> <p><i>Audiencia de imparcialidad: 7 de marzo del 2022, a las 10:00 a. m.</i></p>
No hacer nada	<p>Podría no recibir determinados beneficios del acuerdo para los que, de una u otra manera, sería elegible y renunciar a su derecho de demandar a Volkswagen en relación con los asuntos de la demanda.</p>	

2. ¿De qué trata la demanda?

La demanda alega que ciertas empresas automotrices, incluida Volkswagen, fabricaron, distribuyeron o vendieron ciertos vehículos que contenían infladores de airbags Takata supuestamente defectuosos, fabricados por Takata Corporation y TK Holdings, Inc. y que, supuestamente, podrían romperse y expulsar restos o fragmentos de metal en el compartimiento del ocupante al desplegarse o, de otro modo, afectar el despliegue del airbag, y que los Demandantes sufrieron pérdidas económicas como consecuencia de ello.

¿TIENE ALGUNA PREGUNTA? LLAME A LA LÍNEA GRATUITA 1-888-735-5596 O VISITE www.AutoAirbagSettlement.com
CONSULTE ESTE SITIO WEB CON REGULARIDAD DEBIDO A QUE SE ACTUALIZA PERIÓDICAMENTE
NO LLAME AL JUEZ NI AL SECRETARIO DEL TRIBUNAL

La demanda presenta reclamos por violaciones a distintos estatutos estatales sobre la protección al consumidor, entre otros reclamos. Usted puede acceder a la Segunda demanda enmendada colectiva consolidada en el sitio web www.AutoAirbagSettlement.com. Volkswagen niega haber infringido ley alguna y niega haber cometido acto ilícito alguno con respecto a la fabricación, la distribución o la venta de los Vehículos incluidos. Las partes acordaron resolver estos asuntos antes de que estas cuestiones fueran decididas por el Tribunal.

Este acuerdo no involucra los reclamos por lesiones personales o daños en la propiedad respecto de ninguna propiedad que no fuesen los Vehículos incluidos.

El 27 de octubre de 2014, Craig Dunn, Pam Koehler, Zulmarie Rivera, Tru Value Auto Malls, LLC, David M. Jorgensen, Anna Marie Brechtell Flattmann, Robert Redfearn, Jr., Tasha R. Severio, Kenneth G. Decie, Gregory McCarthy, Nicole Peaslee, Karen Switkowski, Anthony D. Dark, Lemon Auto Sales, Inc., Nathan Bordewich, Kathleen Wilkinson, Haydee Masisni y Nancy Barnett presentaron una demanda colectiva en *Craig Dunn, et al. vs. Takata Corp., et al.*, n.º 1:14-cv-24009 (D.S. Fla.), en la que alegan, entre otras cosas, que ciertas empresas automotrices fabricaron, distribuyeron o vendieron ciertos vehículos que, supuestamente, contienen infladores de airbag defectuosos fabricados por las Demandadas Takata Corporation and TK Holdings, Inc. y que supuestamente, al desplegarse, podían romperse y expulsar deshechos o fragmentos de metal en el compartimento del ocupante o que, de otro modo, podrían afectar el despliegue del airbag y que, como consecuencia de ello, los demandantes sufrieron pérdidas económicas.

Posteriormente, el Panel Judicial sobre Litigios Miltidistrito consolidó la demanda de *Craig Dunn, et al.* por procedimientos previos al juicio con demandas colectivas e individuales adicionales que alegaban reclamos similares o idénticos en *In Re Takata Airbag Products Liability Litigation*, n.º 1:15-md-02599-FAM (D.S. Fla.) (MDL 2599) (“*Takata MDL*”), en trámite ante el Honorable Juez Federico A. Moreno en el Tribunal de Distrito de los Estados Unidos para el distrito sur de Florida.

El 17 de marzo del 2015, el Tribunal dictó una Orden por la cual se fijaba el cronograma y se nombraba al abogado del Demandante, en la que se designaba a Peter Prieto de Podhurst Orseck, P.A. como Abogado director, a David Boies de Boies Schiller and Flexner LLP, y a Todd A. Smith de Smith Lacion, como Abogados codirectores de la vía procesal de daños económicos; a Curtis Miner de Colson Hicks Eidson como Abogado principal de la vía procesal de daños personales y a Roland Tellis de Baron & Budd, P.C., a James Cecchi de Carella, Byrne, Cecchi, Olstein, Brody & Agnello P.C., y a Elizabeth Cabraser de Lieff Cabraser Heimann & Bernstein, LLP como miembros del Comité directivo de los Demandantes.

Ciertos Demandantes presentaron una demanda nombrando a Volkswagen Group of America, Inc. como Demandado el 8 de agosto de 2017. Otros Demandantes presentaron otra demanda nombrando a Audi of America, LLC como Demandada el 14 de marzo de 2018. El 23 de abril de 2021, los Demandantes presentaron una Segunda demanda colectiva consolidada enmendada contra Volkswagen Group of America, Inc. y Audi of America, LLC, que es el alegato operativo para los Reclamos de los Demandantes en esta oportunidad.

En el sitio web del Acuerdo, www.AutoAirbagSettlement.com, encontrará una descripción detallada de los procedimientos legales, incluidas las mociones para desestimar, que se establecen en el Acuerdo.

El 13 de enero del 2017, Takata Corporation, como parte Demandada, firmó un acuerdo sobre alegatos penales en el cual admitía, entre otras cosas, que “deliberadamente desarrolló y participó en un plan para obtener dinero y enriquecer a Takata al inducir, entre otras cosas, a los damnificados

¿TIENE ALGUNA PREGUNTA? LLAME A LA LÍNEA GRATUITA 1-888-735-5596 O VISITE

www.AutoAirbagSettlement.com

CONSULTE ESTE SITIO WEB CON REGULARIDAD DEBIDO A QUE SE ACTUALIZA PERIÓDICAMENTE

NO LLAME AL JUEZ NI AL SECRETARIO DEL TRIBUNAL

fabricantes de equipos originales (original equipment manufacturers, OEM) a comprar sistemas de airbags de Takata que contenían infladores PSAN peligrosos, no adaptados, que no funcionaban, inferiores o defectuosos al engañar a los OEM mediante la presentación de informes fraudulentos y falsos, e información adicional que ocultaba los resultados reales y verdaderos de las pruebas a los infladores, los cuales en esa situación no hubiesen sido comprados por los OEM”. *Estados Unidos v. Takata Corp.*, N.º 2:16-cr-20810 GCS EAS, Dkt. N.º 23 en B-6, B-7 (E.D. Mich. 27 de febrero de 2017). El mismo día, se hizo pública una alegación de tres empleados de Takata sobre los mismos cargos. Takata presentó una declaración en la que se declara culpable de la alegación de fraude electrónico ante el juez de Distrito de los Estados Unidos, George Caram Steeh, como parte de un acuerdo con el Departamento de Justicia de los Estados Unidos. *Consulte id.* en 2-3.

Se han presentado pruebas y documentación importantes por escrito (se han generado millones de páginas de documentos), Volkswagen ha tomado 17 declaraciones de representantes del grupo y personas relacionadas; y los Demandantes han hecho declarar al menos 18 testigos de Takata y 5 testigos de Volkswagen.

3. ¿Qué vehículos se incluyen en el Acuerdo?

Se incluyen los vehículos de la marca Volkswagen y Audi que se indican a continuación (denominados los “Vehículos incluidos”) distribuidos para la venta o el alquiler en los Estados Unidos, el distrito de Columbia, Puerto Rico o cualquier otro territorio o posesión de los Estados Unidos:

<u>Años del modelo</u>	<u>Marca y modelo</u>
2009 a 2017	Volkswagen CC
2010 a 2016	Volkswagen Eos
2010 a 2014	Volkswagen Golf
2012 a 2015	Volkswagen Passat
2006 a 2008, 2010	Volkswagen Passat Sedan
2006 a 2008, 2010	Volkswagen Passat Wagon
2012 a 2019	VW Beetle
2012 a 2019	VW Beetle Convertible
2006 a 2013	Audi A3
2005 a 2008	Audi A4 Avant
2007 a 2009	Audi A4 Cabriolet
2005 a 2008	Audi A4 Sedan
2010 a 2012	Audi A5 Cabriolet

¿TIENE ALGUNA PREGUNTA? LLAME A LA LÍNEA GRATUITA 1-888-735-5596 O VISITE

www.AutoAirbagSettlement.com

**CONSULTE ESTE SITIO WEB CON REGULARIDAD DEBIDO A QUE SE ACTUALIZA PERIÓDICAMENTE
NO LLAME AL JUEZ NI AL SECRETARIO DEL TRIBUNAL**

2006 a 2011	Audi A6 Avant
2005 a 2011	Audi A6 Sedan
2009 a 2012	Audi Q5
2017	Audi R8 Coupe
2017	Audi R8 Spyder
2008	Audi RS 4 Cabriolet
2007 a 2008	Audi RS 4 Sedan
2005 a 2008	Audi S4 Avant
2007 a 2009	Audi S4 Cabriolet
2005 a 2008	Audi S4 Sedan
2010 a 2012	Audi S5 Cabriolet
2007 a 2011	Audi S6 Sedan
2016 a 2017	Audi TT Coupe
2016 a 2017	Audi TT Roadster

4. ¿Por qué es esta una demanda colectiva?

En una demanda colectiva, una o más personas llamadas “Representantes del Grupo” demandan en nombre de otras personas que tienen reclamos similares. Todas estas personas juntas son el “Grupo” o los “Miembros del Grupo” si el Tribunal aprueba este procedimiento. Una vez aprobado, el Tribunal resuelve los problemas de todos los Miembros del Grupo que presentan la demanda colectiva, excepto para aquellos que se excluyan del Grupo.

5. ¿Por qué existe un Acuerdo?

Ambas partes en la demanda aceptaron un acuerdo de conciliación para evitar el costo y el riesgo de continuar con el litigio, incluido un juicio posible y para que, de este modo, los Miembros del grupo puedan obtener los beneficios a cambio de eximir a Volkswagen y a las Partes eximidas de la responsabilidad. El acuerdo no significa que Volkswagen hubiese infringido ley alguna o que hubiese hecho algo incorrecto y el Tribunal aún no se expidió en lo que respecta a cuál de las partes está en lo correcto. Este Acuerdo ha sido aprobado preliminarmente por el Tribunal, el cual autorizó la emisión de este Aviso. Los Representantes del grupo/los demandantes nombrados y los abogados que los representan (denominados los “Abogados del grupo del Acuerdo”) consideran que el Acuerdo obra en el mejor interés de todos los Miembros del grupo.

**¿TIENE ALGUNA PREGUNTA? LLAME A LA LÍNEA GRATUITA 1-888-735-5596 O VISITE
www.AutoAirbagSettlement.com
CONSULTE ESTE SITIO WEB CON REGULARIDAD DEBIDO A QUE SE ACTUALIZA PERIÓDICAMENTE
NO LLAME AL JUEZ NI AL SECRETARIO DEL TRIBUNAL**

En este Aviso se resumen los términos esenciales del Acuerdo. El Acuerdo de transacción junto con todos los anexos y suplementos establece en gran detalle los derechos y las obligaciones de las partes. Si surge un conflicto entre este Aviso y el Acuerdo de transacción, regirá este último.

B. ¿QUIÉNES ESTÁN INCLUIDOS EN EL ACUERDO?

Para verificar si está afectado o si puede obtener dinero o beneficios, debe determinar primero si es un Miembro del Grupo.

6. ¿Cómo sé si formo parte del Acuerdo?

Usted forma parte del Acuerdo si es:

(1) una persona o una entidad que es o fue propietaria o arrendataria de Vehículos incluidos y que, al 10 de noviembre 2021, se distribuyeron para la venta o el arrendamiento en los Estados Unidos o en cualquiera de sus territorios o posesiones o

(2) una persona o entidad que anteriormente poseía y/o arrendaba un Vehículo incluido distribuido para la venta o el arrendamiento en los Estados Unidos o cualquiera de sus territorios o posesiones, y que vendió o devolvió, conforme a un arrendamiento, un Vehículo incluido después del 9 de febrero de 2016 hasta el 10 de noviembre de 2021.

A esto se lo denomina el “Grupo”. Quedan excluidos de este Grupo: (a) Volkswagen, sus ejecutivos, directores y empleados y abogados externos; sus filiales y los ejecutivos, los directores y los empleados de sus filiales; sus distribuidores y los ejecutivos, los directores y los empleados de los distribuidores; y los concesionarios de Volkswagen al igual que los ejecutivos y los directores de los concesionarios de Volkswagen; (b) los Abogados del Grupo del Acuerdo, el Abogado de los demandantes y sus empleados; (c) los funcionarios judiciales y sus familiares inmediatos y el personal judicial asociado que se designara a este caso, cualquiera de los casos indicados en el Anexo 1 del Acuerdo o el Tribunal de Apelaciones del Circuito 11; (d) los recicladores automotrices y sus abogados externos y empleados; y (e) las personas o las entidades que, de manera oportuna y apropiada, se excluyesen del Grupo.

7. Aún no estoy seguro de estar incluido en el Acuerdo.

Si no está seguro de si está o no incluido en el Grupo, puede llamar al 1-888-735-5596. No se comunique con los concesionarios de Volkswagen o Audi para solicitar detalles sobre este Acuerdo mientras esté en trámite ante el Tribunal dado que el Tribunal ha ordenado que todas las preguntas se dirijan al Administrador de avisos del Acuerdo.

C. LOS BENEFICIOS DEL ACUERDO - LO QUE USTED OBTENDRÁ Y CÓMO PUEDE OBTENERLO

8. ¿Qué es lo que se ofrece en la conciliación?

Si usted es un Miembro del Grupo, lo que usted puede tener derecho a recibir depende de varios factores. A continuación, se describen, de manera general, los beneficios del Acuerdo, pero puede encontrar más información en el sitio web del Acuerdo. El Tribunal aún debe decidir si aprueba el Acuerdo definitivamente.

¿TIENE ALGUNA PREGUNTA? LLAME A LA LÍNEA GRATUITA 1-888-735-5596 O VISITE

www.AutoAirbagSettlement.com

CONSULTE ESTE SITIO WEB CON REGULARIDAD DEBIDO A QUE SE ACTUALIZA PERIÓDICAMENTE

NO LLAME AL JUEZ NI AL SECRETARIO DEL TRIBUNAL

Entre los beneficios del acuerdo propuesto se incluyen, entre otros componentes, (i) un Programa de alquiler de vehículo/un préstamo de vehículo mejorado, (ii) un Proceso de reclamos de gastos de bolsillo, (iii) un Programa de servicio de atención al cliente y (iv) Distribución residual, si es que quedasen fondos.

No sabemos cuándo el Tribunal aprobará definitivamente el Acuerdo, si es que lo hace, o si habrá alguna apelación que debería ser resuelta en favor del Acuerdo antes de que determinados beneficios puedan ser proporcionados; por lo tanto, no sabemos con precisión cuándo estarían disponibles los beneficios. Visite de forma regular el sitio web www.AutoAirbagSettlement.com para obtener más novedades en relación con el Acuerdo.

Tenga en cuenta que podría tener que llevar a cabo alguna acción dentro de determinados plazos para recibir determinados beneficios, tales como completar y enviar un Formulario de inscripción/reclamo. Y si no hace nada, podría dejar de recibir determinados beneficios del Acuerdo, además, como Miembro del Grupo, no podrá demandar a las Partes exentas sobre las cuestiones en esta demanda.

a. ¿Cómo financiará Volkswagen el acuerdo y todos sus componentes?

Como parte de este Acuerdo, Volkswagen se compromete a pagar un total de \$42,000,000.00 menos el 20 % del Crédito del Programa de alquiler de vehículo/préstamo de vehículo mejorado (explicado en la pregunta 8(b) a continuación), en un Fondo del Acuerdo Calificado (qualified settlement funds, "QSF"). El Monto del Acuerdo se utilizará para financiar los programas del Acuerdo, excepto el Programa de servicio de atención al cliente, y para realizar todos los otros pagos, lo cual incluye, entre otros, costos de depósito, administrativos, de aviso, declaración de impuestos y otros honorarios y gastos relacionados con el Acuerdo. El Fondo del Acuerdo también se utilizará para pagar honorarios y gastos de abogados, al igual que pagos de incentivos a los Representantes del Grupo, si los hubiera, según lo otorgó el Tribunal.

Pago inicial: Volkswagen efectuará el primer pago en el QSF antes de los 30 días calendario después de que el Tribunal dicte una Orden de aprobación preliminar (el "Pago inicial"). El Pago inicial incluirá lo siguiente:

- i. \$5,040,000 (12 % del monto total del Acuerdo), que tiene por finalidad ser suficiente para pagar los primeros 12 meses del Programa de difusión, y los primeros 12 meses de los costos y los gastos administrativos del Administrador especial del Acuerdo.

Segundo pago: Volkswagen pagará al QSF el monto suficiente para pagar los costos de notificación, según lo indique el Administrador especial del Acuerdo, antes de los 21 días calendario después de haber recibido las indicaciones del Administrador especial del Acuerdo.

Tercer pago: Antes de los catorce (14) días calendario después de que el Tribunal dicte la Sentencia final, Volkswagen depositará en el QSF el monto de los honorarios y los gastos de los abogados que adjudique el Tribunal.

Pago del primer año: Volkswagen depositará en el QSF, antes de los catorce (14) días calendario luego de la Fecha de entrada en vigencia, el 30 % del monto restante de los \$42,000,000, después de restar el Pago inicial, el Segundo pago y el Tercer pago, menos la parte correspondiente del Crédito del Programa de alquiler de vehículo/préstamo de vehículo mejorado del 20 %.

Pago del segundo año: Volkswagen depositará en el QSF, antes del año luego de la Fecha de entrada en vigencia, el 30 % del monto restante de los \$42,000,000, después de restar el Pago inicial, el

¿TIENE ALGUNA PREGUNTA? LLAME A LA LÍNEA GRATUITA 1-888-735-5596 O VISITE

www.AutoAirbagSettlement.com

CONSULTE ESTE SITIO WEB CON REGULARIDAD DEBIDO A QUE SE ACTUALIZA PERIÓDICAMENTE

NO LLAME AL JUEZ NI AL SECRETARIO DEL TRIBUNAL

Segundo pago y el Tercer pago, menos la parte correspondiente del Crédito del Programa de alquiler de vehículo/préstamo de vehículo mejorado del 20 %.

Pago del tercer año: Volkswagen depositará en el QSF, antes de los dos años luego de la Fecha de entrada en vigencia, el 20 % del monto restante de los \$42,000,000, después de restar el Pago inicial, el Segundo pago y el Tercer pago, menos la parte correspondiente del Crédito del Programa de alquiler de vehículo/préstamo de vehículo mejorado del 20 %.

Pago del cuarto año: Volkswagen depositará en el QSF antes de los tres (3) años luego de la Fecha de entrada en vigencia, el monto total restante de los \$42,000,000, luego de restar los montos antes indicados y menos la parte correspondiente del Crédito del Programa de alquiler de vehículo/préstamo de vehículo mejorado del 20 % antes establecido.

b. Programa de alquiler de vehículos/préstamo de vehículos mejorado

Con el fin de abordar los posibles inconvenientes ocasionados por la espera en un concesionario de Volkswagen o Audi hasta que se realicen las Reparaciones de retiro y para compensar la ansiedad argumentada, el estrés emocional o el temor de conducir un Vehículo incluido con un inflador de Takata retirado y no reparado, según lo expresado por algunos de los propietarios o los arrendatarios, Volkswagen adoptará e implementará una política para proporcionar un automóvil de alquiler/prestado sin cargo a los propietarios y los arrendatarios que solicitasen un vehículo, de acuerdo con los términos del Programa de alquiler de vehículo/préstamo de vehículo mejorado.

Según el Programa de alquiler de vehículos/préstamo de vehículos mejorado, Volkswagen proporcionará un vehículo de alquiler/prestado a todos los propietarios o los arrendatarios que (i) trajesen un Vehículo incluido que se ha retirado (*es decir*, hay una campaña de retiro del mercado de la Administración Nacional de Seguridad del Tráfico en las Carreteras [National Highway Traffic Safety Administration, NHTSA] abierta y activa que cubre los infladores del Vehículo incluido) a un Concesionario de Volkswagen o Audi para completar el Recurso de retiro y (ii) solicitasen un vehículo de alquiler/prestado mientras esperan el Recurso de retiro, mientras el Recurso de retiro está en progreso o si se produjese un retraso en la realización del Recurso de retiro en el Vehículo incluido retirado. El propietario o el arrendatario deberá proporcionar el comprobante de seguro adecuado y, si se le proporcionase un vehículo de alquiler (en contraposición a uno prestado), el propietario o el arrendatario tendrá que cumplir con las directrices de la compañía de vehículos de alquiler. se pondrá a disposición un vehículo en alquiler/prestado hasta que pueda hacerse efectivo el Recurso de retiro en el Vehículo incluido y, en ese momento, deberá devolverse de inmediato al prestador del servicio el vehículo en alquiler/prestado en las mismas condiciones en las que se lo ha recibido (con excepción del desgaste natural). En ausencia de circunstancias atenuantes, el vehículo de alquiler/préstamo se devolverá cuando se complete el Recurso de retiro. Pero en ningún caso la obligación de Volkswagen de pagar los costos de alquiler o proporcionar un automóvil prestado en virtud de este párrafo persistirá durante más de 7 días después de la notificación en la que se informe que el Recurso de retiro se ha realizado para el Vehículo incluido.

Volkswagen establecerá el Programa de alquiler de vehículos/préstamo de vehículos mejorado a más tardar 30 días calendario después de la fecha de emisión de la Orden de aprobación preliminar.

Volkswagen recibirá un crédito del 20 % (\$8,400,000) del total del Fondo del Acuerdo para brindar el Programa de alquiler de vehículos/préstamo de vehículos mejorado. Este crédito deberá ser: (a) solicitado automáticamente al comienzo del año del programa del Acuerdo para el Pago del primer, segundo, tercero y cuarto año; y (b) dividido en cuatro montos iguales para estos pagos

¿TIENE ALGUNA PREGUNTA? LLAME A LA LÍNEA GRATUITA 1-888-735-5596 O VISITE

www.AutoAirbagSettlement.com

**CONSULTE ESTE SITIO WEB CON REGULARIDAD DEBIDO A QUE SE ACTUALIZA PERIÓDICAMENTE
NO LLAME AL JUEZ NI AL SECRETARIO DEL TRIBUNAL**

anuales. Cada seis meses tras el inicio del Programa de alquiler de vehículo/préstamo de vehículo mejorado, Volkswagen deberá certificar al Administrador especial del Acuerdo que Volkswagen está cumpliendo con el Programa de alquiler de vehículo/préstamo de vehículo mejorado. El Administrador especial del Acuerdo tendrá derecho a auditar y confirmar dicho cumplimiento.

c. Proceso de reclamos por gastos en efectivo

Si finalmente se aprueba el Acuerdo, incluida la resolución de toda apelación a favor del cumplimiento del Acuerdo, usted podrá pedir que se le reembolse determinado monto razonable de gastos de bolsillo relacionados con los retiros del inflador de airbag Takata. A fin de ser elegible para recibir el reembolso, deberá presentar oportunamente el Formulario de inscripción/reclamo plenamente completado. Adjunto al Aviso encontrará el Formulario de inscripción/reclamo, que también se encuentra disponible en el sitio web del Acuerdo, www.AutoAirbagSettlement.com. En ningún caso, un Miembro del Grupo tendrá derecho a más de un pago de reembolso por Recurso de retiro que se haga efectivo en cada Vehículo incluido que esta persona posea o tenga arrendado).

El Administrador especial del Acuerdo supervisará la administración del Proceso de reclamos de gastos de bolsillo, que incluye, entre otras, la determinación del tipo de costos reembolsables y la elegibilidad de reclamos de reembolso. El tipo de costos reembolsables elegibles se mencionan en el Formulario de inscripción/reclamo, el cual también incluye una declaración que el Administrador especial del Acuerdo podrá aprobar y pagar por otros reclamos reembolsables que considere gastos de bolsillo razonables.

Gastos en efectivo reembolsables: Volkswagen y las Demandantes, a través de sus respectivos abogados, harán recomendaciones al Administrador especial del Acuerdo en lo que se refiere a qué tipos de gastos razonables en efectivo son reembolsables. En función de estas recomendaciones, el Administrador especial del Acuerdo las considerará y desarrollará un protocolo de revisión de reclamos, el cual permitirá realizar el reembolso de los Fondos del Acuerdo a los Miembros del Grupo elegibles para los gastos de bolsillo razonables relacionados con los retiros de infladores de airbags Takata. Las Partes convienen que podrá reembolsarse la lista preliminar de gastos razonables que se indican a continuación:

- (i) los gastos razonables no reembolsados de transporte y alquiler de vehículos, después de haber solicitado y mientras se espera el Recurso de retiro de un concesionario de Volkswagen o Audi;
- (ii) los cargos razonables de remolque a un concesionario de Volkswagen o Audi para que finalice el Recurso de retiro;
- (iii) los gastos de guardería razonables en los que se incurriese de manera necesaria mientras un concesionario de Volkswagen o Audi realiza el Recurso de retiro del vehículo incluido;
- (iv) los costos en efectivo no reembolsados razonables asociados con la reparación de los airbags frontales del conductor o el acompañante que contienen infladores de nitrato de amonio de fase estabilizada (phase-stabilized ammonium nitrate, PSAN) de Takata;
- (v) la pérdida de los ingresos razonable como consecuencia de tiempo de trabajo perdido asociado de forma directa con la entrega o la recolección de un Vehículo incluido en un concesionario de Volkswagen o Audi para cumplir con el Recurso de retiro y
- (vi) honorarios razonables incurridos por el almacenamiento de un Vehículo incluido luego de haber solicitado el repuesto del Recurso de retiro y mientras lo espera.

¿TIENE ALGUNA PREGUNTA? LLAME A LA LÍNEA GRATUITA 1-888-735-5596 O VISITE

www.AutoAirbagSettlement.com

**CONSULTE ESTE SITIO WEB CON REGULARIDAD DEBIDO A QUE SE ACTUALIZA PERIÓDICAMENTE
NO LLAME AL JUEZ NI AL SECRETARIO DEL TRIBUNAL**

Las Partes reconocen que podría haber otras categorías de gastos de bolsillo que podrían ser reembolsadas, según lo ha determinado el Administrador especial del Acuerdo. El Administrador especial del Acuerdo no podrá utilizar fondo alguno del Proceso de reclamo de los gastos de bolsillo para los pagos a los Miembros del grupo debido a los daños en el vehículo, los daños materiales o las lesiones personales que, supuestamente, son producto del despliegue o no despliegue de un airbag Takata.

Momento oportuno para los reclamos por gastos en efectivo que se reembolsarán y revisión de estos: conforme al Protocolo de revisión de reclamos del Administrador especial del Acuerdo, los Miembros del Grupo que hayan presentado oportunamente los Formularios de inscripción/reclamo plenamente completados y: (a) se haya determinado que son elegibles para recibir el reembolso de gastos de bolsillo razonables, deberán recibir el reembolso de dichos gastos; o (b) se haya determinado que no son elegibles para recibir el reembolso de dichos gastos o solo estén registrados para un pago residual, deberán ser incluidos en un grupo de Miembros del Grupo que podrían ser elegibles para recibir fondos de la Distribución residual, si la hubiese, sujeto a ciertas condiciones.

El primer lote de reembolsos para los Miembros del grupo elegibles que hubiesen completado y presentado un Formulario de reclamo se realizará en forma continua por el Administrador especial del Acuerdo antes de los 180 días posteriores a la Fecha de entrada en vigor. Los reembolsos de los años siguientes se realizarán de forma continua a medida que los reclamos se presenten y se aprueben.

Los reembolsos que ocurran del primer al tercer año deberán realizarse a medida que entren y salgan hasta que el Fondo del Acuerdo se agote por ese año. Si en ese año en particular no hubiese más fondos para reembolsar a los Miembros del Grupo elegibles, entonces estos Miembros del Grupo serán trasladados al año siguiente para recibir su reembolso.

Para los reembolsos de los Miembros del Grupo elegibles que ocurran en el cuarto año y hasta el Plazo final para la inscripción/el reclamo, los pagos de gastos de bolsillo deberán realizarse por el monto aprobado por el Administrador especial del Acuerdo, excepto que los reembolsos aprobados para Miembros del Grupo elegibles excedan el monto disponible. Si esto ocurriese, los reembolsos se realizarán en forma *prorrata* hasta que se agotase el monto disponible.

Presentación de más de un reclamo para gastos en efectivo: Los Miembros del grupo de demandantes pueden presentar un reclamo para gastos en efectivo atribuibles a cada Reparación de la retirada realizada en cada Vehículo incluido que posean (poseían) o arrienden (arrendaban). Por ejemplo, un Miembro del grupo con dos Vehículos incluidos podrá presentar dos reclamos, uno por cada vehículo; sin embargo, los reclamos por los gastos no reembolsables no pueden duplicarse.

Irrevocabilidad de la decisión: las decisiones del Administrador especial de la Conciliación con respecto a los reclamos para el reembolso de gastos en efectivo presentados por los Miembros del grupo de demandantes son definitivas y no podrán apelarse.

d. Distribución residual

El programa del acuerdo se implementará en un período de al menos cuatro años. Todo fondo que quedase al final de cada uno de los primeros cuatro años del programa del Acuerdo, luego de haberse realizado todos los pagos del Programa de ayuda y de los gastos de bolsillo de ese año, será distribuido a cada Miembro del Grupo quién (a) haya presentado reclamos en ese año o años de programa previos que hayan sido rechazados anteriormente; o (b) busque registrarse únicamente por un pago residual. Sujeto a ciertas excepciones detalladas a continuación, ningún Miembro del Grupo elegible para recibir un pago de Distribución residual recibirá un pago total que supere los \$250 de la Distribución

¿TIENE ALGUNA PREGUNTA? LLAME A LA LÍNEA GRATUITA 1-888-735-5596 O VISITE

www.AutoAirbagSettlement.com

**CONSULTE ESTE SITIO WEB CON REGULARIDAD DEBIDO A QUE SE ACTUALIZA PERIÓDICAMENTE
NO LLAME AL JUEZ NI AL SECRETARIO DEL TRIBUNAL**

residual para los primeros cuatro años del programa del Acuerdo. Sujeto a ciertas excepciones detalladas a continuación, todo fondo restante que quedase luego de realizar el pago del pago máximo residual a todos los Miembros del Grupo en un determinado año deberá transferirse al programa del Acuerdo del año siguiente.

A menos que no sea viable en términos administrativos, todo fondo restante que quedase al final del último año del programa del Acuerdo luego de que se realice la Distribución residual, si la hubiese, deberá distribuirse *per cápita* a los Miembros del Grupo que (a) presentaron reclamos en este o en años de programas anteriores que fueron previamente pagados; (b) presentaron reclamos en este o en años de programas anteriores que fueron previamente rechazados y que no hayan recibido ningún pago previo por reclamos según este programa del Acuerdo; o (c) buscaron registrarse únicamente por un pago residual. Ningún Miembro del Grupo recibirá un pago que supere los \$250 de este pago residual de este último año del programa del Acuerdo.

Todos los fondos que queden en el Fondo del Acuerdo después de realizar los pagos descritos antes se distribuirán entre todos los Miembros del grupo *per cápita*, a menos que no fuese viable en términos administrativos, en cuyo caso estos fondos se distribuirán *de la manera más aproximada posible*, sujeto al Acuerdo entre las Partes, a través de sus respectivos abogados y a la aprobación del Tribunal.

Sin perjuicio de lo que antecede, tras el Plazo de inscripción/reclamo final, las Partes y el Administrador especial del Acuerdo podrán convenir gastar los fondos restantes del QSF en las actividades del Programa de ayuda, en lugar de efectuar un pago de Distribución residual o *de la manera más aproximada posible*, conforme lo descrito antes, para cumplir con los fines del Acuerdo de conciliación.

Todo Miembro del Grupo que presente un reclamo que el Administrador especial del Acuerdo considere que es fraudulento, no recibirá ningún pago del Fondo del Acuerdo.

e. Programa de servicio de atención al cliente

Si el Tribunal dictase una Sentencia definitiva que aprueba el acuerdo, como parte de la compensación que Volkswagen está pagando a cambio de una exención de los reclamos en su contra en la Demanda, Volkswagen proporcionará a los Miembros del grupo un Programa de servicio de atención al cliente.

Beneficios del Programa de servicio de atención al cliente: el Programa de servicio de atención al cliente proporcionará la cobertura posible para las reparaciones y los ajustes (incluidos los repuestos y la mano de obra) necesarios a fin de corregir los materiales dañados o defectuosos, si los hubiera, y mano de obra defectuosa, si la hubiera; de los infladores de reemplazo del conductor o el acompañante instalados de acuerdo con el Retiro de los airbags de Takata de los Vehículos incluidos. Este beneficio se transferirá automáticamente y permanecerá con el Vehículo incluido independientemente de la titularidad. El despliegue normal de un inflador de airbag de reemplazo pondrá fin a este beneficio de un Vehículo incluido. Para permitir que Volkswagen coordinase con sus concesionarios de Volkswagen y Audi la prestación de los beneficios en virtud del Programa de servicio de atención al cliente del Acuerdo, los Miembros del grupo elegibles podrán comenzar a solicitar dichos beneficios no antes de los 30 días a partir de la fecha en la que el Tribunal expida la Sentencia definitiva. Nada de lo dispuesto en la oración anterior afectará el cálculo de los períodos en los que Volkswagen brindará cobertura en virtud del Programa de servicio de atención al cliente.

El Programa de servicio de atención al Cliente no dará a los Miembros del grupo el derecho de demandar que Volkswagen retire infladores no retirados o un reclamo contra Volkswagen por

¿TIENE ALGUNA PREGUNTA? LLAME A LA LÍNEA GRATUITA 1-888-735-5596 O VISITE

www.AutoAirbagSettlement.com

**CONSULTE ESTE SITIO WEB CON REGULARIDAD DEBIDO A QUE SE ACTUALIZA PERIÓDICAMENTE
NO LLAME AL JUEZ NI AL SECRETARIO DEL TRIBUNAL**

incumplimiento de la garantía al no retirar los infladores en función de su uso de PSAN como propulsor.

Cronograma y duración del Programa de servicio de atención al cliente: si el Vehículo incluido se ha retirado y se ha completado el Recurso de retiro al 10 de noviembre del 2021, el Programa de servicio de atención al cliente durará 10 años contados a partir de la fecha en que se realizó el Recurso de retiro en el Vehículo incluido o 150,000 millas medidas a partir de la fecha en que el Vehículo incluido fue originalmente comprado o arrendado por una Concesionaria Volkswagen o Audi (la “Fecha del primer uso”), lo que sucediese primero. Sin embargo, cada vehículo elegible recibirá cobertura por al menos 75,000 millas calculadas a partir de la fecha en que se realizó el Recurso de retiro en el Vehículo incluido o dos años contados a partir de la fecha de emisión de la Orden de Aprobación Preliminar del Tribunal, lo que ocurriese después.

Si el Vehículo incluido se ha retirado o se retirará y no se ha completado el Recurso de retiro al 10 de noviembre del 2021, el Programa de servicio de atención al cliente durará (a) 10 años a partir de la fecha del Primer uso o, si posteriormente se realizase el Recurso de retiro en el Vehículo incluido, la fecha en que se realiza el primer Recurso de retiro o (b) 150,000 millas medidas a partir de la Fecha del primer uso, lo que sucediese primero. Sin embargo, cada vehículo elegible recibirá cobertura por al menos 75,000 millas calculadas a partir de la fecha en la que se efectivizó el Recurso de retiro en el Vehículo incluido o dos años contados a partir de la fecha de emisión de la Orden de Aprobación Preliminar del Tribunal (o desde la fecha en la que posteriormente se realice el Recurso de retiro en el Vehículo incluido correspondiente, si lo es), lo que ocurriese después.

Vehículos no elegibles: los vehículos inoperables y los vehículos que se han restaurado, reconstruido o han sido dañados por inundaciones no son elegibles para el Programa de servicio de atención al cliente.

f. ¿Cuándo me pagarán por el reclamo presentado para el reembolso de gastos de bolsillo o de Distribución residual?

El Administrador especial del Acuerdo hará todo lo posible para pagar su reclamo oportunamente. El primer lote de reembolsos para los Miembros del grupo elegibles que hubiesen completado y presentado un Formulario de inscripción/reclamo será realizado en forma continua por el Administrador especial del Acuerdo antes de los 180 días posteriores a la Fecha de entrada en vigor. Los reembolsos de los años siguientes deberán realizarse de forma continua a medida que los reclamos se presenten y se aprueben en los años siguientes.

Los reembolsos que ocurran del primer al tercer año deberán realizarse a medida que entren y salgan hasta que el Fondo del Acuerdo se agote por ese año. Si en ese año en particular no hubiese más fondos para reembolsar a los Miembros del Grupo elegibles, entonces estos Miembros del Grupo serán trasladados al año siguiente para recibir su reembolso.

Para que los reembolsos a los Miembros del grupo elegibles que ocurran en el cuarto año y hasta el Plazo final para la inscripción/el reclamo, los pagos de los gastos de bolsillo se realizarán por el monto que apruebe el Administrador especial del Acuerdo, excepto que los reembolsos aprobados para los Miembros del grupo elegibles excediesen el monto disponible. Si esto ocurriese, los reembolsos se realizarán en forma *prorrata* hasta que se agotase el monto disponible.

Fecha límite para presentar un Formulario de inscripción/reclamo: para recibir el reembolso por un Reclamo, los Miembros del grupo elegibles deben completar y presentar el Formulario de inscripción/reclamo durante el Período del reclamo. Los Miembros del grupo que, antes del 10 de

¿TIENE ALGUNA PREGUNTA? LLAME A LA LÍNEA GRATUITA 1-888-735-5596 O VISITE

www.AutoAirbagSettlement.com

**CONSULTE ESTE SITIO WEB CON REGULARIDAD DEBIDO A QUE SE ACTUALIZA PERIÓDICAMENTE
NO LLAME AL JUEZ NI AL SECRETARIO DEL TRIBUNAL**

noviembre del 2021, hubiesen vendido o devuelto, en virtud de un contrato de arrendamiento, un Vehículo incluido tendrán un año a partir de la Fecha de entrada en vigencia para presentar un Formulario de inscripción/reclamo. Los Miembros del grupo que poseían o arrendaron un Vehículo el 10 de noviembre del 2021 inclusive tendrán un año de plazo a partir de la Fecha de entrada en vigencia o un año a partir de la fecha del cumplimiento del Recurso de retiro en su Vehículo incluido, lo que ocurriese después, para presentar un Formulario de inscripción/reclamo; sin embargo, no se podrán presentar Formularios de inscripción/reclamo luego del Plazo final para la inscripción/dl reclamo.

Cómo obtener, completar y presentar el Formulario de inscripción/reclamo: puede completar y presentar un Formulario de inscripción/reclamo en línea en www.AutoAirbagSettlement.com. Por otra parte, puede solicitar una copia impresa del Formulario de inscripción/reclamo al Administrador especial del Acuerdo o al Administrador de avisos del Acuerdo. También puede obtener el Formulario de inscripción/reclamo del sitio web del Acuerdo, imprimirlo, completarlo y enviarlo de manera oportuna por correo al Administrador de avisos del Acuerdo a Auto Airbag Settlement, P.O. Box 5650, Portland, OR 97208-5650.

g. Programa de difusión

El Administrador especial del Acuerdo supervisará y administrará el Programa de ayuda con el objetivo de maximizar, en la medida de lo posible, la finalización del Recurso de retiro en Vehículos incluidos para retiro de infladores de airbags Takata. Las Partes recomendarán al Administrador especial del Acuerdo programas diferentes que pretenden hacer efectivo estos objetivos. Para poder materializar estos objetivos, el Programa de ayuda se diseñará para incrementar de manera significativa las tasas de finalización del Recurso de retiro a través de iniciativas de ayuda tradicionales y no tradicionales, incluso al extender las que Volkswagen utiliza en la actualidad y las que lleva a cabo en relación con la Sentencia de reparación coordinada de la NHTSA de fecha 3 de noviembre del 2015 y sus enmiendas (la “Sentencia de reparación coordinada”). El presupuesto para el Programa de ayuda no debe superar el 33 % del Fondo del Acuerdo, pero el presupuesto del Programa de ayuda podrá ajustarse sujeto a un Acuerdo entre las Partes, a través de sus respectivos abogados. Las Partes, en consulta con el Administrador especial del Acuerdo, se reunirán al menos una vez al año para considerar si el presupuesto especulativo citado antes para el Presupuesto correspondiente al Programa de ayuda debería incrementarse o reducirse y si también debiese separarse un QSF para financiar el Programa de ayuda o el Proceso de los reclamos de los gastos en efectivo en años futuros. El Administrador especial del Acuerdo contratará a determinados asesores y empleados, según se acuerde entre las Partes, por medio de sus respectivos abogados, para que ayuden con el diseño, la aplicación y la implementación del Programa de ayuda. El Administrador especial del Acuerdo ejercerá su mejor criterio para hacer todo lo que esté razonablemente a su alcance con el fin de consultar a NHTSA, el Supervisor independiente de Takata y a los Procuradores generales del estado y analizar el cumplimiento del Programa de reparación coordinada antes de poner fin al Programa de ayuda. Además, el Administrador especial del Acuerdo y las Partes pueden consultar de forma directa con NHTSA, el Supervisor independiente de Takata y las otras partes, incluidos los Procuradores generales del estado, para solicitar aportes y colaboración en lo que se refiere a los esfuerzos para aumentar las tasas de retiro. Volkswagen será incluido o notificado de todas las comunicaciones entre el Administrador especial del Acuerdo y la NHTSA, el Supervisor independiente de Takata, los fiscales generales del estado u otros organismos reguladores que se relacionen específicamente con la finalización del retiro de Volkswagen. Las actualizaciones del Programa de ayuda serán publicadas en el sitio web del Acuerdo.

¿TIENE ALGUNA PREGUNTA? LLAME A LA LÍNEA GRATUITA 1-888-735-5596 O VISITE

www.AutoAirbagSettlement.com

**CONSULTE ESTE SITIO WEB CON REGULARIDAD DEBIDO A QUE SE ACTUALIZA PERIÓDICAMENTE
NO LLAME AL JUEZ NI AL SECRETARIO DEL TRIBUNAL**

El Programa de ayuda para los retiros de infladores de airbag Takata, que estará sujeto a la aprobación de Volkswagen, puede incluir, entre otros, los siguientes componentes acordados: (a) contacto directo con los Miembros del Grupo a través del correo postal de los Estados Unidos, de teléfono, de redes sociales, de correo electrónico, de mensajes de texto y por campañas; (b) contacto con Miembros del Grupo por medio de terceros (p. ej., talleres de reparación independientes); y (c) campañas multimedia, tales como campañas a través de medios gráficos, de la televisión, de la radio y de Internet. El Programa de ayuda también puede incluir el remolque de los Vehículos incluidos a los Concesionarios de Volkswagen o Audi para completar el Recurso de retiro y la entrega de los Vehículos incluidos a los Miembros del grupo una vez finalizado el Recurso de retiro, la finalización del Recurso de retiro por parte de los Concesionarios de Volkswagen o Audi u otras entidades autorizadas en aquellos lugares que no sean Concesionarios de Volkswagen o Audi a través de unidades móviles capaces de llevar a cabo el Recurso de retiro, los incentivos para que los Miembros del grupo lleven sus Vehículos incluidos a los Concesionarios de Volkswagen o Audi para que se cumpla con el Recurso de retiro, los incentivos para que los concesionarios realicen el Recurso de retiro, los incentivos para que los talleres de reparaciones independientes deriven a los Miembros del grupo a los Concesionarios de Volkswagen o Audi para que se lleve adelante el Recurso de retiro y el uso del recurso que agregan los datos para identificar a los Vehículos incluidos que no han obtenido el Recurso de retiro.

El Administrador especial del Acuerdo deberá trabajar de buena fe con los asesores y las Partes, a través de sus respectivos abogados, en el Programa de ayuda, que incluye, entre otros, programas, plazos, mensajes de ayuda necesarios, montos y apoyo. El Administrador especial del Acuerdo ajustará y coordinará el Programa de ayuda con Volkswagen para garantizar, en la medida de lo posible, que la ayuda concuerde con la disponibilidad del servicio y los repuestos del Recurso de retiro.

Una vez que las Partes hayan proporcionado sus recomendaciones, el Administrador especial del Acuerdo tomará luego una determinación final y vinculante respecto de los detalles y el alcance del Programa de ayuda. El Administrador especial del Acuerdo informará periódicamente al Tribunal y a las Partes, a través de sus respectivos abogados, los resultados de la implementación del Programa de ayuda.

Si la Fecha de entrada en vigencia no ocurriese durante los primeros 12 meses del Programa de ayuda, las Partes, a través de sus respectivos abogados, analizarán la continuidad y la financiación del Programa de ayuda hasta la Fecha de entrada en vigencia. El Programa de ayuda tiene la finalidad de ser un programa que ajustará y cambiará sus métodos de ayuda según se requiere para alcanzar su objetivo de maximizar la finalización del Recurso de retiro. No tiene la finalidad de ser un programa estático con componentes que estén fijos durante el período completo del Acuerdo.

Volkswagen podrá proponer continuar con el Programa de ayuda con posterioridad a los 12 meses siguientes al Pago en el cuarto año si considerase que es necesario aumentar al máximo las tasas de retiro entre la población de los Vehículos incluidos que se retirarán o podrán retirarse. Si los Abogados del grupo del Acuerdo no están de Acuerdo en continuar con el Programa de ayuda después de los 12 meses posteriores al Pago del cuarto año, las Partes podrán presentar, cada una, una recomendación al Administrador especial del Acuerdo. Luego el Administrador especial del Acuerdo tomará una decisión definitiva y vinculante. Si se continuase con el Programa de ayuda después de transcurridos los 12 meses posteriores al Pago del cuarto año, podrá separarse una parte del QSF de Volkswagen para pagar los costos del Programa de ayuda en el período extendido.

¿TIENE ALGUNA PREGUNTA? LLAME A LA LÍNEA GRATUITA 1-888-735-5596 O VISITE

www.AutoAirbagSettlement.com

CONSULTE ESTE SITIO WEB CON REGULARIDAD DEBIDO A QUE SE ACTUALIZA PERIÓDICAMENTE

NO LLAME AL JUEZ NI AL SECRETARIO DEL TRIBUNAL

9. ¿A qué renuncio a cambio de recibir los beneficios del Acuerdo?

Si el acuerdo se volviese definitivo, los Miembros del grupo que no se hubiesen excluido del Grupo eximirán a Volkswagen y a las Partes eximidas de toda responsabilidad y ya no podrán demandar a las Partes eximidas respecto de las cuestiones de la demanda. En la Sección VII del Acuerdo se describen los reclamos eximidos utilizando la terminología legal necesaria, por lo tanto, léalo detenidamente. Para facilitar las referencias, también adjuntamos a este Aviso la sección de exención completa y la definición de las Partes eximidas en el Apéndice A. El Acuerdo puede consultarse en www.AutoAirbagSettlement.com. Puede hablar sin costo alguno con los abogados enumerados en la pregunta 13 a continuación, o puede, por supuesto, por su cuenta y gasto, hablar con su propio abogado si tiene preguntas acerca de los reclamos eximidos o el significado de ellos.

D. CÓMO EXCLUIRSE DEL ACUERDO

Si desea conservar el derecho de demandar o seguir adelante con la demanda contra Volkswagen o las Partes exentas en relación con las cuestiones legales que se plantean en la demanda, debe tomar medidas para excluirse de este Acuerdo. A esto se lo conoce con el nombre de “excluirse” del Grupo.

10. Si me excluyo, ¿puedo obtener algo de esta conciliación?

Si usted se excluye, no podrá recibir los beneficios del Acuerdo. Si solicita ser excluido, no podrá objetar el Acuerdo. Sin embargo, si solicitase la exclusión de manera oportuna y apropiada, el acuerdo no impedirá que en el futuro demande, siga demandando, siga siendo o se convierta en una parte de una demanda diferente contra Volkswagen o las Partes eximidas en el futuro con respecto a las cuestiones de la demanda. Si se excluye, no estará obligado por nada de lo que suceda en esta demanda y no podría objetar el Acuerdo.

11. Si no me excluyo, ¿puedo presentar una demanda más adelante?

A menos que se excluya, usted renuncia al derecho de demandar a las Partes exentas por los reclamos que resuelve este Acuerdo. Si finalmente se aprueba el acuerdo, tendrá prohibido de manera permanente iniciar o continuar con una demanda u otro procedimiento contra las Partes eximidas con respecto a las cuestiones de esta demanda, conforme se establece en toda la sección de exención del Apéndice A que se adjunta en este Aviso.

12. ¿Cómo salgo del Acuerdo?

Para excluirse de la Conciliación, **debe** enviar por correo una solicitud de exclusión por escrito al Administrador del aviso de la Conciliación en la que informe que desea ser excluido de la Conciliación en *In Re: Takata Airbag Products Liability Litigation (Economic Loss Actions)*, y mencionar el número de caso (1:15-md-2599-FAM).

La carta **debe** estar firmada por usted o la entidad que busca ser excluida del Grupo y debe incluir la siguiente información: (i) su nombre completo, número de teléfono y dirección; (ii) una declaración que afirme que es miembro del Grupo y que proporcione el Modelo del vehículo incluido, el Año del modelo y el Número de identificación del vehículo (vehicle identification number, VIN); (iii) una declaración explícita y no ambigua de que desea excluirse del Acuerdo de conciliación de Volkswagen en *In re Takata Airbag Products Liability Litigation*,

¿TIENE ALGUNA PREGUNTA? LLAME A LA LÍNEA GRATUITA 1-888-735-5596 O VISITE

www.AutoAirbagSettlement.com

CONSULTE ESTE SITIO WEB CON REGULARIDAD DEBIDO A QUE SE ACTUALIZA PERIÓDICAMENTE

NO LLAME AL JUEZ NI AL SECRETARIO DEL TRIBUNAL

15-md-02599-FAM, y (iv) contar con su firma en forma individual y personal (y sus abogados, si está representado por abogados). No puede pedir ser excluido por teléfono ni en el sitio web de la Conciliación. Para que tengan validez y sean oportunas, las solicitudes de exclusión **deben tener fecha de franqueo postal del 14 de febrero de 2022 o anterior**, el último día del Período de exclusión (el “Plazo del período para excluirse”). **Debe** enviar por correo postal su solicitud de exclusión con el **sello postal a más tardar el 14 de febrero de 2022** a la siguiente dirección:

Auto Airbag Settlement
Settlement Notice Administrator
P.O. Box 5650
Portland, OR 97208-5650

Los plazos que se encuentran en este Aviso podrían ser cambiados por el Tribunal. Visite de forma regular el sitio web www.AutoAirbagSettlement.com para obtener más novedades en relación con el Acuerdo.

E. LOS ABOGADOS QUE LO REPRESENTAN

13. ¿Tengo un abogado en este caso?

Sí. El Tribunal ha nombrado abogados para que lo representen a usted y a los demás Miembros del Grupo. Estos abogados se conocen como “Abogados de la demanda colectiva”: Peter Prieto de Podhurst Orseck, P.A., es el Abogado director, y David Boies de Boies Schiller & Flexner LLP y Todd A. Smith de Smith Lacién LLP son los Abogados codirectores para el seguimiento de daños económicos. Roland Tellis de Baron & Budd P.C., James Cecchi de Carella Byrne, Cecchi, Olstein, Brody & Agnello P.C., y Elizabeth Cabraser de Lieff Cabraser Heimann & Bernstein, LLP son miembros del Comité Directivo de los Demandantes. Si desea ser representado por otro abogado, puede contratar uno por su cuenta y gasto propios para que comparezca por usted ante el Tribunal. Su información de contacto es la siguiente:

Peter Prieto PODHURST ORSECK, P.A. SunTrust International Center One S.E. 3 rd Avenue, Suite 2300 Miami, FL 33131 Tel.: (305) 358-2800 Correo electrónico: pprieto@podhurst.com URL: www.podhurst.com Abogado director	David Boies BOIES SCHILLER & FLEXNER, LLP 55 Hudson Yards, 20th Floor New York, NY 10001 Tel: (212) 446-2300 Correo electrónico: dboies@bsfllp.com URL: www.bsfllp.com Abogado codirector de la vía procesal de daños económicos
Todd A. Smith SMITH LACIEN, L.L.P. 70 West Madison St., Suite 5770 Chicago, IL 60602 Tel: (312) 509-8900 Correo electrónico: tsmith@smithlacienc.com Abogado codirector de la vía procesal de daños económicos	Roland Tellis BARON & BUDD, P.C. 15910 Ventura Blvd. #1600 Encino, CA 91436 Tel.: (818) 839-2333 Correo electrónico: rtellis@baronbudd.com URL: www.baronandbudd.com Comité Directivo de los Demandantes

¿TIENE ALGUNA PREGUNTA? LLAME A LA LÍNEA GRATUITA 1-888-735-5596 O VISITE

www.AutoAirbagSettlement.com

CONSULTE ESTE SITIO WEB CON REGULARIDAD DEBIDO A QUE SE ACTUALIZA PERIÓDICAMENTE

NO LLAME AL JUEZ NI AL SECRETARIO DEL TRIBUNAL

James E. Cecchi CARELLA, BYRNE, CECCHI, OLSTEIN, BRODY & AGNELLO, P.C. 5 Becker Farm Road Roseland, NJ 07068 Tel.: (973) 994-1700 Correo electrónico: jcecchi@carellabyrne.com URL: www.carellabyrne.com Comité Directivo de los Demandantes	Elizabeth J. Cabraser LIEFF CABRASER HEIMANN & BERNSTEIN, LLP 275 Battery Street, Suite 2900 San Francisco, CA 94111 Tel.: (415) 956-1000 Correo electrónico: ecabraser@lchb.com URL: www.lieffcabraser.com Comité Directivo de los Demandantes
--	---

14. Cómo se pagará a los abogados? ¿Qué sucederá con las compensaciones a los Demandantes/Representantes del grupo de demandantes nombrados?

Las Partes no comenzaron a negociar los honorarios y gastos de los abogados hasta después de acordar los términos principales establecidos en este Acuerdo. Los Abogados del Grupo del Acuerdo se comprometen a presentar, y Volkswagen acepta no oponerse, una solicitud para el otorgamiento de Honorarios y gastos de los abogados de no más del 30 % del Monto del Acuerdo. El Tribunal determinará el monto de los honorarios y los gastos de los abogados que se otorgará. Este fallo, que se pagará del Fondo del Acuerdo, será la única compensación que pagará Volkswagen para todos los abogados de los Demandantes en las Demandas.

Toda orden o proceso relacionado de manera exclusiva con la aplicación de los honorarios y los gastos de los abogados o con la apelación de una orden relacionada con ello o su revocación o modificación, no operará a los fines de rescindir o cancelar este Acuerdo ni afectar o retrasar la Fecha de entrada en vigencia.

Los Abogados del Grupo del Acuerdo pueden solicitar al Tribunal compensaciones de incentivo de hasta \$5,000 por Demandante. El propósito de tales fallos será el de compensar a los Demandantes por los esfuerzos que han llevado a cabo en nombre del Grupo. Todo fallo de incentivo que formulase el Tribunal se pagará del Fondo del Acuerdo dentro de los 30 días siguientes a la fecha en que el Tribunal conceda la petición de honorarios de los Abogados del Grupo del Acuerdo, si lo hace.

Volkswagen no será responsable, ni estará obligada a pagar honorario, gasto, costo o estipendio alguno de los abogados, de forma directa ni indirecta, en relación con las Demandas o el Acuerdo, excepto por lo establecido con anterioridad.

F. CÓMO OBJETAR EL ACUERDO

Usted puede indicarle al Tribunal que no acepta el Acuerdo o alguna parte de este.

15. ¿Cómo le hago saber al Tribunal que no estoy conforme con la conciliación?

Si usted es un Miembro del Grupo y no se excluye de este Grupo, puede objetar al Acuerdo si alguna parte o la totalidad de este no le agradan. Puede exponer las razones por las cuales cree que el Tribunal no debe aprobarlo. Para objetar, deberá entregar a los Abogados del Grupo del Acuerdo y a los abogados de Volkswagen (ver direcciones a continuación), y presentar al Tribunal, una declaración escrita de sus objeciones el **14 de febrero del 2022** o con anterioridad a esta fecha.

**¿TIENE ALGUNA PREGUNTA? LLAME A LA LÍNEA GRATUITA 1-888-735-5596 O VISITE
www.AutoAirbagSettlement.com
CONSULTE ESTE SITIO WEB CON REGULARIDAD DEBIDO A QUE SE ACTUALIZA PERIÓDICAMENTE
NO LLAME AL JUEZ NI AL SECRETARIO DEL TRIBUNAL**

La objeción escrita de cualquier Miembro del Grupo debe incluir lo siguiente:

- a) un encabezado que se refiera a *Takata* MDL y una indicación de que la objeción es sobre el Acuerdo con Volkswagen;
- b) el nombre completo, el número de teléfono y la dirección del objetor (se debe incluir la dirección residencial real del objetor);
- c) una explicación sobre el fundamento en base al cual el objetante alega ser un Miembro del grupo de demandantes, incluido el VIN de los Vehículos incluidos del objetante;
- d) todos los motivos de la objeción, acompañados de cualquier apoyo legal para la objeción conocida por el objetor o su abogado;
- e) la cantidad de veces en las que quien presenta la objeción ha objetado un acuerdo de conciliación en una demanda colectiva dentro de los cinco años inmediatamente anteriores a la fecha en la que esta persona presenta la objeción, el encabezado de cada caso en el que haya hecho dicha objeción y una copia de cualquier orden relacionada o del dictamen respecto de la persona que presenta la objeción antes de dichas objeciones que hubiesen sido expedidas por los tribunales de primera instancia y de apelación en cada caso enumerado;
- f) si está representado por un abogado, el nombre completo, el número de teléfono y la dirección de todos los abogados, incluido todo abogado anterior o actual que pudiese tener derecho a recibir una compensación por cualquier motivo relacionado con la objeción al Acuerdo o la aplicación de los honorarios;
- g) la cantidad de veces en las que el abogado o el bufete de abogados de la persona que presenta la objeción objetó un acuerdo en una demanda colectiva dentro de los cinco años anteriores a la fecha en la que esta persona presenta la objeción, el encabezado de cada caso en el que el abogado o el bufete de abogados hubiese hecho dicha objeción y una copia de toda orden relacionada o dictamen que se pronuncie respecto de tales objeciones previas del abogado o bufete de abogados que hubiesen expedido los tribunales de primera instancia y de apelación en cada caso enumerado;
- h) todos y cada uno de los acuerdos que se relacionasen con la objeción o el proceso de objeción, tanto escritos como verbales, entre quien objeta o sus abogados y cualquier otra persona o entidad;
- i) si el objetor tiene la intención de comparecer en la Audiencia de imparcialidad en representación de sí mismo o por medio de un abogado;
- j) la identidad de todos los abogados que representen al objetor que comparecerán en la Audiencia de imparcialidad;
- k) una lista de todas las personas a las que se llamará a testificar en la Audiencia de imparcialidad en apoyo a la objeción; y
- l) la firma fechada y manuscrita del objetor (una firma electrónica o la firma de los abogados del objetor no son suficientes).

También se debe adjuntar a la objeción todo documento que la apoye.

El Abogado del grupo del Acuerdo y los Abogados de Volkswagen deben recibir la objeción a más tardar el **14 de febrero del 2022**. Para que su objeción sea considerada por el Tribunal, también debe presentar la objeción al Secretario del Tribunal (identificado a continuación) de modo que se la reciba y presente a más tardar el **14 de febrero del 2022**.

**¿TIENE ALGUNA PREGUNTA? LLAME A LA LÍNEA GRATUITA 1-888-735-5596 O VISITE
www.AutoAirbagSettlement.com
CONSULTE ESTE SITIO WEB CON REGULARIDAD DEBIDO A QUE SE ACTUALIZA PERIÓDICAMENTE
NO LLAME AL JUEZ NI AL SECRETARIO DEL TRIBUNAL**

Las objeciones deben enviarse por correo a:

<u>Secretario del tribunal</u> Wilkie D. Ferguson, Jr. U.S. Courthouse 400 North Miami Avenue Miami, FL 33128	<u>Abogados del Grupo del Acuerdo</u> Peter Prieto PODHURST ORSECK, P.A. SunTrust International Center One S.E. 3 rd Ave, Suite 2300 Miami, FL 33131	<u>Abogados de Volkswagen</u> Robert J. Giuffra Jr. Sullivan & Cromwell LLP 125 Broad Street New York, NY 10004
---	--	---

16. ¿Cuál es la diferencia entre objetar y excluirse?

Excluirse es decirle al Tribunal que no quiere ser parte del Grupo. Si se excluye, no tendrá ningún fundamento para plantear objeciones porque el Acuerdo ya no le afectará. Objetar es decirle al Tribunal que disiente de algo del Acuerdo. Solamente puede objetar si permanece en el Grupo.

Si es un Miembro del grupo y no hace nada, seguirá siendo Miembro del grupo y todas las resoluciones del Tribunal se le aplicarán, será elegible para recibir los beneficios del acuerdo descritos con anterioridad, en tanto cumpla con las condiciones para recibir cada beneficio y no podrá demandar a las Partes eximidas respecto de las cuestiones de la demanda, tal como se establece en la exención completa del Anexo A que se adjunta a este Aviso.

G. AUDIENCIA DE IMPARCIALIDAD DEL TRIBUNAL

Para decidir si aprueba finalmente o no el Acuerdo, el Tribunal llevará a cabo una audiencia que, en ocasiones, se la conoce como “Audiencia de imparcialidad”. Si usted ha presentado su objeción a tiempo y asiste a la audiencia, se le podría pedir que hable (siempre y cuando haya presentado previamente y a tiempo un aviso de intención de comparecer); sin embargo, no está obligado ni a asistir ni a comparecer.

17. ¿Cuándo y dónde decidirá el Tribunal si otorgará la aprobación definitiva del Acuerdo?

El Tribunal llevará a cabo una Audiencia de imparcialidad **a las 10:00 a. m. el día 7 de marzo de 2022** en el Tribunal de Distrito de los Estados Unidos para el distrito sur de Florida, sito en Wilkie D. Ferguson, Jr., 400 North Miami Avenue, Miami, FL 33128. En esta audiencia, el Tribunal evaluará si el Acuerdo es justo, razonable y adecuado. Si existen objeciones, el Tribunal las evaluará. El Tribunal escuchará solo a las personas que hubiesen reunido los requisitos para tener la palabra en la audiencia (*consulte* la Pregunta 19 a continuación). Después de la audiencia, el Tribunal decidirá si aprueba definitivamente el Acuerdo y, en caso de hacerlo, cuánto se pagará a los abogados que representan a los Miembros del Grupo. No sabemos cuánto tiempo tardarán estas decisiones.

18. ¿Debo asistir a la audiencia?

No. Los Abogados del Grupo de la Conciliación responderán cualquier pregunta que el Tribunal pueda tener. Sin embargo, puede asistir por su propia cuenta y gasto. Si envía una objeción, no tiene que asistir al Tribunal para hablar sobre ella, pero puede hacerlo si proporciona un aviso por anticipado de su intención de comparecer (*consultar* la pregunta 19 a continuación). Siempre que

**¿TIENE ALGUNA PREGUNTA? LLAME A LA LÍNEA GRATUITA 1-888-735-5596 O VISITE
www.AutoAirbagSettlement.com
 CONSULTE ESTE SITIO WEB CON REGULARIDAD DEBIDO A QUE SE ACTUALIZA PERIÓDICAMENTE
 NO LLAME AL JUEZ NI AL SECRETARIO DEL TRIBUNAL**

haya presentado una objeción escrita de manera oportuna y con toda la documentación requerida ante el Tribunal, el Tribunal la considerará. Además, puede pagar a otro abogado para que asista, pero no es obligatorio.

19. ¿Puedo hablar en la audiencia?

Usted o su abogado pueden pedirle permiso al Tribunal para tomar la palabra en la Audiencia de imparcialidad. Para hacerlo, debe enviar una carta que diga que es su “Aviso de intención de comparecer en *In Re: Takata Airbag Products Liability Litigation (Economic Loss Actions)*, n.º 1:15-md-2599-FAM” al Abogado de la demanda colectiva y al Abogado de Volkswagen identificado antes (consulte la Pregunta 15) para que la reciban a más tardar el **14 de febrero del 2022**. También debe presentar el Aviso ante el secretario del Tribunal para que sea recibido y registrado a más tardar el **14 de febrero del 2022**. Debe incluir su nombre, dirección, número de teléfono, el año, la marca, el modelo y el número VIN de su vehículo, y su firma. Toda persona que haya solicitado permiso para hablar debe estar presente al comienzo de la Audiencia de imparcialidad, a las **10:00 a. m., el día 7 de marzo del 2022**. No puede tomar la palabra en la audiencia si se excluyó del Grupo.

H. CÓMO OBTENER MÁS INFORMACIÓN

20. ¿Cómo puedo obtener más información?

Este aviso es un resumen de la conciliación propuesta. El Acuerdo de conciliación contiene más detalles. Puede obtener una copia del Acuerdo y otra información sobre el Acuerdo y el Formulario de inscripción/reclamo en www.AutoAirbagSettlement.com. También puede llamar a la línea gratuita, 1-888-735-5596, o escribir al Administrador de avisos del Acuerdo a Auto Airbag Settlement, P.O. Box 5650, Portland, OR 97208-5650. También puede revisar los documentos presentados en la demanda ante el Tribunal en la dirección proporcionada anteriormente en la respuesta a la pregunta 15.

21. ¿Cuándo será definitivo el Acuerdo?

El Acuerdo no será definitivo excepto y hasta que el Tribunal otorgue la aprobación definitiva de este en la Audiencia de imparcialidad o después de esta, y después de que todas las apelaciones sean resueltas a favor del Acuerdo. Sea paciente y revise regularmente el sitio web que se identifica en este Aviso. No se comunique con Volkswagen o los concesionarios de Volkswagen o Audi, dado que el Tribunal ha ordenado que todas las preguntas se dirijan al Administrador de avisos del Acuerdo.

¿TIENE ALGUNA PREGUNTA? LLAME A LA LÍNEA GRATUITA 1-888-735-5596 O VISITE

www.AutoAirbagSettlement.com

CONSULTE ESTE SITIO WEB CON REGULARIDAD DEBIDO A QUE SE ACTUALIZA PERIÓDICAMENTE

NO LLAME AL JUEZ NI AL SECRETARIO DEL TRIBUNAL

Apéndice A

Sección VII del Acuerdo - Exención y relevo

A. Las Partes acuerdan la siguiente Exención y relevo, la cual deberá entrar en vigencia al momento en que se dicte la Sentencia final.

B. Considerando la compensación proporcionada anteriormente, los Demandantes y cada uno de los Miembros del Grupo, en representación propia y de cualquier otra persona legal o natural y entidades que pudieran presentar un reclamo por, a través o en virtud de ellos, incluidos sus albaceas, administradores, herederos, cesionarios, partes interesadas, predecesores y sucesores, aceptan eximir, ceder, absolver, exonerar y mantener indemnes de manera completa, final y definitiva a las Partes exentas² de todos y cada uno de los reclamos, las demandas, los juicios, las peticiones, las responsabilidades, las causas de acción, los derechos, las pérdidas y los daños, y ayuda de cualquier clase o tipo en relación con el objeto de las Demandas, lo que incluye, entre otros, los daños compensatorios, ejemplares, legales, punitivos, los honorarios y costos de peritos o de abogados, ya sean anteriores, presentes o futuros, vencidos o a vencer, conocidos o desconocidos, sospechosos o no sospechosos, eventuales o no eventuales, derivados o directos, alegados o no alegados, ya sea que estén basados en leyes, estatutos, ordenanzas, reglamentos, normas, códigos, contratos federales, estatales o locales, agravio, daño físico al Vehículo incluido, fraude o falsificación, derecho consuetudinario, prácticas comerciales o negocios desleales, injustos o engañosos, que violan leyes estatales o del territorio, publicidad fraudulenta, engañosa y falsa, fraude al consumidor y a estatutos de protección al consumidor o a otras leyes, enriquecimiento ilícito, incumplimiento de garantías expresas o implícitas o de cualquier otra garantía, violación a cualquier ley estatal, como la Ley del Limón, la Ley de Organizaciones Corruptas e Influenciadas por Actividades Ilegales (Racketeer Influenced and Corrupt Organizations, "RICO"), la Ley de Garantías Magnuson-Moss o de cualquier otro origen o cualquier reclamo conforme a la norma de regulación del comercio respecto de la Ley de Defensa del Consumidor 16. El título 433.2 del Código de Regulaciones Federales (Code of Federal Regulations, C.F.R.), o todo reclamo de cualquier clase, conforme a la ley o a la equidad, que surja de los reclamos o las Demandas, los módulos de airbags frontales del conductor o del acompañante del Vehículo incluido que contengan infladores desecados o no desecados PSAN de Takata, o esté relacionado o vinculado con estos, o de cualquier modo los incluya, y todo reclamo en relación con los Retiros de infladores de airbag Takata que son, o podrían haber sido expuestos, alegados o descritos en la Demanda *Alters*, la Demanda *McBride*, la Demanda colectiva consolidada, la demanda enmendada colectiva consolidada, la Segunda demanda enmendada colectiva consolidada, las Demandas o cualquier enmienda de las Demandas.

C. Si un Miembro del Grupo que no se ha excluido comienza, presenta, inicia o entabla cualquier acción legal nueva u otro procedimiento en contra de una Parte exenta por cualquier reclamo eximido en este Acuerdo en cualquier tribunal federal o estatal, tribunal de arbitraje o administrativo u otra

² Las "Partes eximidas" o la "Parte eximida" se refiere a Volkswagen y a cada una de sus casas matrices, predecesores, sucesores, empresas derivadas, cesionarios, sociedades de participación, empresas conjuntas y partícipes en empresas conjuntas, sociedades y socios, miembros, divisiones, accionistas, titulares de bonos, subsidiarias, compañías relacionadas, filiales, ejecutivos, directores, empleados, asociados y concesionarios pasados, actuales o futuros, incluidos Volkswagen AG, Audi AG, Volkswagen Group of America Chattanooga Operations, LLC, VW Credit, Inc., Volkswagen de México S.A. de C.V., los concesionarios de Volkswagen, sus representantes, proveedores, distribuidores, anunciantes, comercializadores, proveedores de servicios, distribuidores y subdistribuidores, reparadores, agentes, abogados, aseguradores, administradores y asesores. Las Partes reconocen expresamente que cada uno de los precedentes sea incluido como una Parte exenta aun cuando aquí no ha sido identificado con su nombre. Independientemente de lo establecido anteriormente, las "Partes exentas" no incluyen las Partes excluidas.

¿TIENE ALGUNA PREGUNTA? LLAME A LA LÍNEA GRATUITA 1-888-735-5596 O VISITE

www.AutoAirbagSettlement.com

CONSULTE ESTE SITIO WEB CON REGULARIDAD DEBIDO A QUE SE ACTUALIZA PERIÓDICAMENTE

NO LLAME AL JUEZ NI AL SECRETARIO DEL TRIBUNAL

instancia, dicha acción legal o procedimiento deberá desestimarse con sobreseimiento a cargo del Miembro del Grupo.

D. Independientemente de la Exención establecida en la Sección VII de este Acuerdo, los Demandantes y los Miembros del Grupo no están eximidos y se reservan expresamente todos los derechos relacionados con reclamos por lesiones corporales, muerte por negligencia o daño físico a la propiedad (que no sea el Vehículo incluido) que surja de un accidente que involucre a un Vehículo incluido, lo que incluye el despliegue o no despliegue de los airbags frontales del conductor y del acompañante que contenían infladores PSAN de Takata.

E. Independientemente de la Exención establecida en la Sección VII de este Acuerdo, los Demandantes y los Miembros del Grupo no están eximidos y se reservan expresamente todos los derechos relacionados con reclamos contra las Partes excluidas.

F. La Orden definitiva y la Sentencia final también reflejarán estos términos.

G. Los Demandantes y los Miembros del Grupo no deberán, ahora y en lo sucesivo, entablar, mantener, enjuiciar, alegar y/o cooperar para que se entable, inicie, presente o enjuicie ninguna demanda, acción, reclamo y/o procedimiento, sea legal, administrativo o de otra índole contra las Partes exentas, ya sea directa o indirectamente, por propia representación, en representación de un grupo o en representación de cualquier otra persona o entidad con respecto a los reclamos, las causas de acción o cualquier otro asunto eximido a través de este Acuerdo.

H. En relación con este Acuerdo, los Demandantes y los Miembros del Grupo reconocen que pueden encontrar, en lo sucesivo, reclamos que actualmente son desconocidos o insospechados, o hechos además de o diferentes de aquellos conocidos en el presente o que se crea que son verdaderos en relación con el asunto de las Demandas o la Exención en el presente documento. No obstante, es la intención de los Abogados del Grupo del Acuerdo y de los Miembros del Grupo celebrar este Acuerdo de manera plena, final y definitiva para resolver, eximir, liberar y mantener indemnes de dichos asuntos, y de todos los reclamos existentes y potenciales contra las Partes exentas relacionados con ellas, que existan en lo sucesivo o puedan existir, o pudieran haber existido (independientemente de si fueron o no alegadas de manera previa o actual en cualquier demanda o procedimiento) con respecto a los reclamos o las Demandas, su objeto subyacente y los Vehículos incluidos, excepto que se exprese lo contrario en este Acuerdo.

I. Los Demandantes comprenden y reconocen expresamente, y por la Orden definitiva y la Sentencia final se considerará que todos los Demandantes y los Miembros del Grupo reconocen y relevan a la Sección 1542 del Código Civil del estado de California, que estipula lo siguiente:

UNA EXENCIÓN GENERAL NO SE EXTIENDE A LOS RECLAMOS CON RESPECTO A LOS CUALES EL ACREEDOR NO TENGA CONOCIMIENTO O SOSPECHA DE SU EXISTENCIA EN SU FAVOR EN EL MOMENTO EN QUE FIRMA LA EXENCIÓN Y QUE, DE HABER SIDO DE SU CONOCIMIENTO, HABRÍAN AFECTADO SUSTANCIALMENTE SU CONCILIACIÓN CON EL DEUDOR.

Los Demandantes y los Miembros del Grupo relevan y abandonan expresamente todos y cada uno de los derechos y beneficios que pudieran tener en virtud de las disposiciones de la Sección 1542 del Código Civil de California, o que pudieran conferírseles por estas, o cualquier otra ley de cualquier

¿TIENE ALGUNA PREGUNTA? LLAME A LA LÍNEA GRATUITA 1-888-735-5596 O VISITE

www.AutoAirbagSettlement.com

**CONSULTE ESTE SITIO WEB CON REGULARIDAD DEBIDO A QUE SE ACTUALIZA PERIÓDICAMENTE
NO LLAME AL JUEZ NI AL SECRETARIO DEL TRIBUNAL**

estado o territorio que sea similar, comparable o equivalente a la Sección 1542, en la medida máxima en que estos puedan renunciar legítimamente a dichos derechos.

J. Los Demandantes declaran y garantizan que son los únicos y exclusivos propietarios de todos los reclamos que personalmente están eximiendo en virtud de este Acuerdo. Los Demandantes reconocen además que no han asignado, pignorado, o de cualquier otra manera, vendido, transferido, asignado o gravado cualquier derecho, título, interés o reclamo que surja de las Demandas, o de cualquier manera se relacione con estas, incluido, entre otros, cualquier reclamo por beneficios, ingresos o valor en virtud de los reclamos o las Demandas, y que los Demandantes no tienen conocimiento de ninguna persona que no sean ellos mismos que estén reclamando algún interés, en totalidad o en parte, en los reclamos o las Demandas o en cualquier beneficio, ingreso o valor en virtud de las Demandas. Los Miembros del Grupo que presenten un Formulario de inscripción/reclamo deberán declarar y garantizar en ese respecto que estos son los únicos y exclusivos propietarios de todos los reclamos que personalmente están eximiendo en virtud del Acuerdo y que no han asignado, pignorado, o de cualquier otra manera, vendido, transferido, asignado o gravado cualquier derecho, título, interés o reclamo que surja de los reclamos o las Demandas, o de cualquier manera se relacione con estas, incluido, entre otros, cualquier reclamo por beneficios, ingresos o valor en virtud de las Demandas, y que los Miembros del Grupo no tienen conocimiento de ninguna persona que no sean ellos mismos que esté reclamando algún interés, en totalidad o en parte, en los reclamos o las Demandas o en cualquier beneficio, ingreso o valor en virtud de las Demandas.

K. Sin que de ninguna manera se limite su alcance y excepto en la medida especificada de alguna otra manera en el Acuerdo, esta Exención cubre, a modo de ejemplo y sin limitación, a todos y cada uno de los reclamos por los honorarios de los abogados, los costos, los honorarios de los peritos, los honorarios de los consultores, los intereses o los honorarios de litigio, los costos o todo otro tipo de honorario, costo o estipendio en los que hubiese incurrido cualquiera de los abogados, los Abogados del grupo del Acuerdo, los Demandantes o los Miembros del grupo que reclaman haber asistido para que se confieran al Grupo los beneficios de este Acuerdo.

L. Los Abogados del grupo del Acuerdo y todo otro abogado que recibiese el pago de los honorarios y los costos de este Acuerdo reconocen que han realizado la investigación independiente y los hallazgos necesarios para celebrar este Acuerdo y, al celebrar este Acuerdo, indican que no han confiado en ninguna declaración o presentación hecha por las Partes exentas o por cualquier persona o entidad que represente a las Partes exentas, además de las establecidas en este Acuerdo.

M. En espera de la aprobación final de este Acuerdo mediante la emisión de la Sentencia definitiva y Sentencia final del Tribunal, las Partes aceptan que cada uno y todos los alegatos pendientes, la producción de pruebas, los plazos y demás requisitos previos al juicio quedan suspendidos e interrumpidos por este documento en lo que respecta a Volkswagen. Tras la aprobación final de este Acuerdo mediante la emisión de la Sentencia definitiva y Sentencia final del Tribunal, las Partes renuncian de forma expresa a cada uno y todos los requisitos previos al juicio en lo que respecta a Volkswagen.

N. Nada en esta Exención excluirá cualquier acción para hacer cumplir los términos de este Acuerdo, incluida la participación en cualquiera de los procesos aquí detallados.

O. Los Demandantes y Abogados del Grupo del Acuerdo acuerdan y reconocen que las disposiciones de esta Exención en su conjunto constituyen un término esencial y sustancial del Acuerdo y deberán estar incluidas en cualquier Orden definitiva y Sentencia final dictada por el Tribunal.

**¿TIENE ALGUNA PREGUNTA? LLAME A LA LÍNEA GRATUITA 1-888-735-5596 O VISITE
www.AutoAirbagSettlement.com
CONSULTE ESTE SITIO WEB CON REGULARIDAD DEBIDO A QUE SE ACTUALIZA PERIÓDICAMENTE
NO LLAME AL JUEZ NI AL SECRETARIO DEL TRIBUNAL**

Attachment 4



In re Takata Airbag Products Liability Litigation
30-Second Radio Notice Script

This is a Court-ordered notice. Current and former Volkswagen and Audi owners or lessees may be eligible to receive payments and other benefits from a legal settlement related to allegedly defective Takata airbags in their vehicles. To see if your vehicle is included and to file a claim, go to AutoAirbagSettlement-dot-com or call 1-888-735-5596. That's AutoAirbagSettlement-dot-com or 1-888-735-5596.



In re Takata Airbag Products Liability Litigation
30-Second Radio Notice Script - SPANISH

Este es un aviso ordenado por el tribunal. Los propietarios o arrendatarios actuales o anteriores de vehículos Volkswagen y Audi podrían ser elegibles para recibir pagos y otros beneficios de un acuerdo de conciliación relacionado con bolsas de aire Takata presuntamente defectuosas que se encuentran en sus vehículos. Para saber si su vehículo está incluido y para presentar una reclamación, consulte AutoAirbagSettlement-punto-com o llame al 1-888-735-5596. Repetimos: AutoAirbagSettlement-punto-com o llame al 1-888-735-5596.

Attachment 5

If you are a current or former owner or lessee of certain Volkswagen or Audi vehicles, you could get cash and other benefits from a class action settlement.

Si desea recibir esta notificación en español, llámenos o visite nuestra página web.

A settlement has been reached in a class action lawsuit alleging that consumers sustained economic losses because they purchased or leased vehicles from Volkswagen AG, Volkswagen Group of America, Inc., VW Credit, Inc., Audi AG, or Audi of America, LLC (collectively “Volkswagen”) containing allegedly defective airbags manufactured by Takata Corporation and its affiliates (“Takata”). The Settlement includes certain vehicles made by Volkswagen (the “Subject Vehicles”). Volkswagen denies any and all allegations of wrongdoing and the Court has not decided who is right.

If you have already received a separate recall notice for your Volkswagen or Audi vehicle and have not yet had your Takata airbag repaired, you should do so as soon as possible. When recalled Takata airbags deploy, they may, in very rare cases and under certain circumstances, spray metal debris toward vehicle occupants and may cause serious injury. However, some Volkswagen and Audi vehicles may be recalled for repair at a later date. Please see www.nhtsa.gov/equipment/takata-recall-spotlight#for-consumers-overview for further details about whether your vehicle is recalled and, if so, what you should do.

Am I included in the proposed Settlement? The Settlement includes the following persons and entities:

- Owners or lessees, as of November 10, 2021, of a Subject Vehicle that was distributed for sale or lease in the United States or any of its territories or possessions, and
- Former owners or lessees of a Subject Vehicle that was distributed for sale or lease in the United States or any of its territories or possessions, who, between February 9, 2016 and November 10, 2021, sold or returned, pursuant to a lease, a Subject Vehicle.

A full list of the Subject Vehicles can be found at www.AutoAirbagSettlement.com. The Settlement does not involve claims of personal injury.

What does the Settlement provide? Volkswagen has agreed to a Settlement with a value of approximately \$42 million, including a 20% credit for the Enhanced Rental Car/Loaner Program. The Settlement Funds will be used to pay for Settlement benefits and cover the costs of the Settlement over an approximately four-year period.

The Settlement offers several benefits for Class Members, including (1) payments for certain out-of-pocket expenses incurred related to a Takata airbag recall of a Subject Vehicle, (2) a Rental Car/Loaner Program while certain Subject Vehicles are awaiting repair, (3) an Outreach Program to maximize completion of the recall remedy, (4) additional cash payments to Class Members from residual settlement funds, if any remain, and (5) a Customer Support Program to help with repairs associated with replacement airbag inflators. The Settlement Website explains each of these benefits in detail.

How can I get a Payment? You must file a claim to receive a payment during the first four years of the Settlement. If you still own or lease a Subject Vehicle, you must also bring it to an authorized dealership for the recall remedy, as directed by a recall notice, if you have not already done so. Visit the website and file a claim online or download one and file by mail. The deadline to file a claim will be at least one year from the date the Settlement is finalized. All deadlines will be posted on the website when they are known.

What are my other options? If you do not want to be legally bound by the Settlement, you must exclude yourself by **February 14, 2022**. If you do not exclude yourself, you will release any claims you may have against Volkswagen and the Released Parties, in exchange for certain settlement benefits. The potential available benefits are more fully described in the Settlement, available at the Settlement Website. You may object to the Settlement by **February 14, 2022**. You cannot both exclude yourself from, and object to, the Settlement. The Long Form Notice for the Settlement available on the website listed below explains how to exclude yourself or object. The Court will hold a fairness hearing on **March 7, 2022** to consider whether to finally approve the Settlement and a request for attorneys’ fees of up to 30% of the total Settlement Amount. You may appear at the fairness hearing, either by yourself or through an attorney hired by you, but you don’t have to. For more information, including the relief, eligibility and release of claims, in English or Spanish, call or visit the website below.

Attachment 6



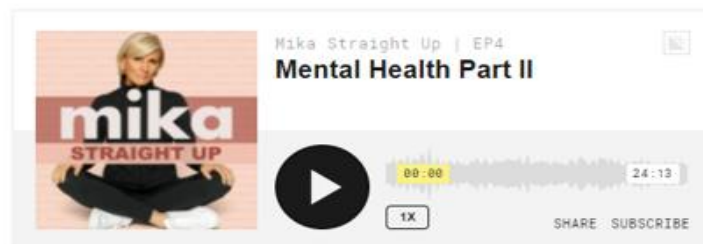
These five therapy skills can help you get through 2021's stressful holiday

SHARE THIS —    ...



The holidays can be a time of great joy and celebration, but for some it can be a time of stress, anxiety, sadness or loneliness.

And while you can't always control what happens around you, you can control how you react to it. Certainly, there are wonderful acts of kindness and generosity being done everywhere. At the same time, there are global events like Covid-19, local events like the recent devastating tornadoes, or long-standing family tension and conflict that can make life feel especially hard this time of year.



Mika Straight Up | EP4
Mental Health Part II

00:00 24:13

1X SHARE SUBSCRIBE

So, how can you be skillful when faced with holiday challenges? Remember the more skillful you are, the more you will be able to lower your stress and improve your mood and relationships this holiday season. [Dialectical Behavior Therapy](#), which aims at providing people with new skills to manage painful emotions and decrease conflict, can help. Here are five DBT-based skills that you can use to create a more stress-free and less emotionally reactive holiday season for yourself and those around you.

1. Mindfulness

Mindfulness is the practice of paying attention to the present



CAPITAL ONE SHOPPING

Amazon Has Millions of Prime Subscribers – But Few Know About This Savings Trick



MONEYWISE.COM

No Offense, But These 2 Big Retailers Aren't The Cheapest Places To Shop

Volkswagen or Audi owners or lessees may be eligible for cash and other benefits from a class action settlement related to allegedly defective Takata airbags.



For more information visit:
AUTOAIRBAGSETTLEMENT.COM

The screenshot shows the Miami Herald website interface. At the top, there are logos for 'MIAMI', 'FL KEYS NEWS', and 'EL NUEVO HERALD'. The main header features the 'Miami Herald' logo. A prominent black banner with white text and red icons reads: 'If you are a current or former owner or lessee of certain Volkswagen or Audi vehicles, you may be eligible for cash and other benefits from a class action settlement. For more information visit: AUTOAIRBAGSETTLEMENT.COM'. Below this, the 'Entertainment' section is visible, containing a 'TRENDING STORIES' list with three items: 'What are symptoms of the omicron coronavirus variant? Here's what early data shows' (dated Dec 20, 2021), 'Maxwell case logs show how frequently Trump flew on Epstein jets; Bill Clinton, too' (updated Dec 21, 2021), and 'Aid group says kidnapped missionaries in Haiti escaped from violent 400 Mawozo gang' (updated Dec 21, 2021). To the right of the text is a large photograph of a crowded outdoor festival with various food stalls and a city skyline in the background.

TL;DR / TECH / TRANSPORTATION

This cute EV off-road buggy concept arrived just in time for the weekend 28

Citroën's My Ami Buggy seems like a ton of fun

By Mitchell Clark | Dec 17, 2021, 5:55pm EST

f t SHARE



Beep beep, I'm a buggy. | Image: Citroën



Listen to this article



After pining after [Hyundai's evil \(in a good way\) EV retro concept](#), a new concept vehicle has come to steal my heart from a company I can't say I've heard of before. It's the Citroën My

Volkswagen or Audi owners or lessees may be eligible for cash and other benefits from a class action settlement related to allegedly defective Takata airbags.



For more information visit:
AUTOAIRBAGSETTLEMENT.COM


verge

ADVERTISEMENT

If you are a current or former owner or lessee of certain Volkswagen or Audi vehicles, you may be eligible for cash and other benefits from a class action settlement.

For more information visit:



AUTOAIRBAGSETTLEMENT.COM



Home

News

Reviews ▾

Videos ▾

TV Show

More ▾

Subscribe ▾

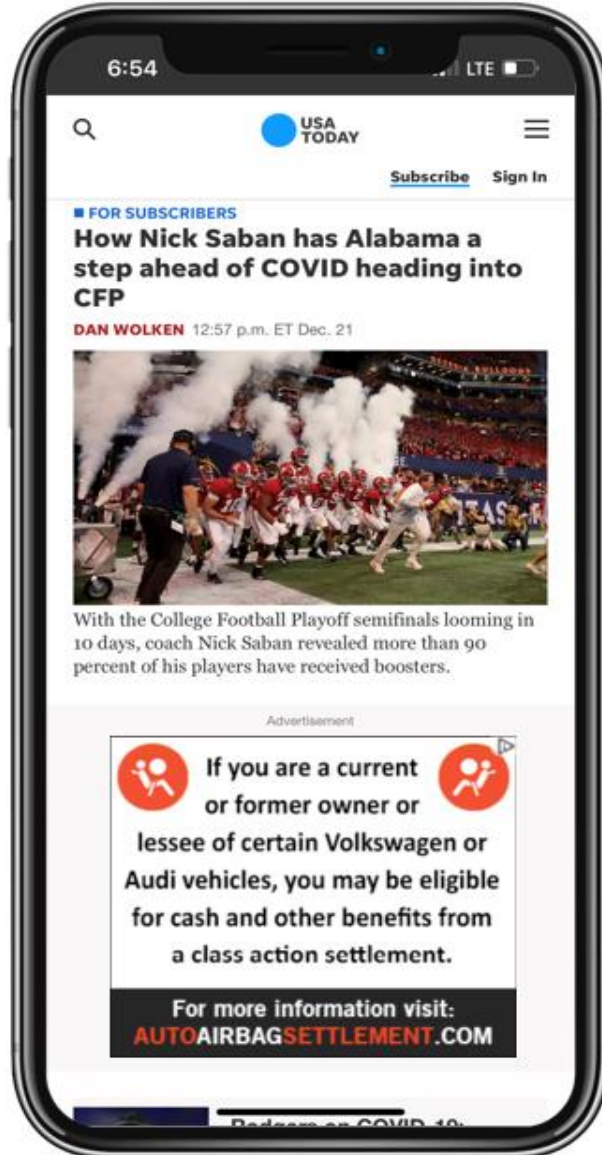
Speed Week 2021

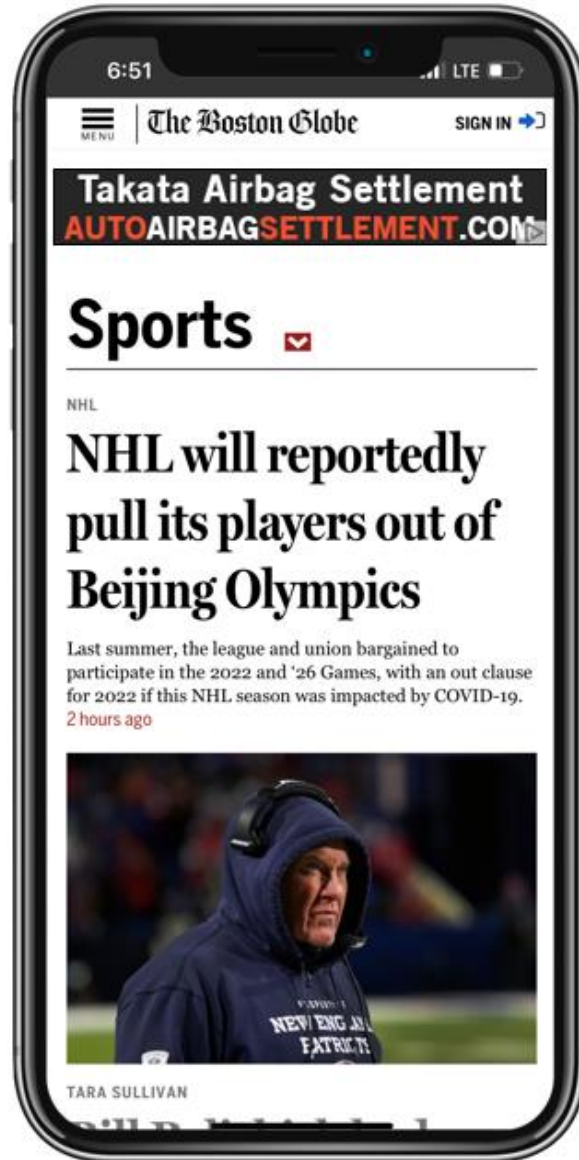


BEST OF 2021

Top Gear's Top 9: biggest WTF moments of 2021

It's been another wild and weird year in the world of cars...







Search Facebook



Friends



Pages

9+ new



Marketplace



Saved



News



See more



Claims Notice

Sponsored ·



Volkswagen or Audi owners or lessees may be eligible for cash and benefits.



AUTOAIRBAGSETTLEMENT.COM

Takata Airbag Settlement

Learn more

Like

Comment

Share

Sponsored



Goldbelly

goldbelly.com



Search Facebook



- Friends
- Pages 9+ new
- Marketplace
- Saved
- News
- See more

Food Network 1h · 🌐 ⋮

It's pot roast season! Start acting like it 😊

0:03 / 8:26 ⚙️ ↗️ 📄 🔊

Sponsored

Takata Airbag Settlement

Volkswagen and Audi Settlement
autoairbagsettlement.com

Food Network 🌐

Instagram



claims_notice
Sponsored



Takata Airbag Settlement



Learn more



claims_notice Volkswagen or Audi owners or lessees may be eligible for cash and benefits.

Auto News

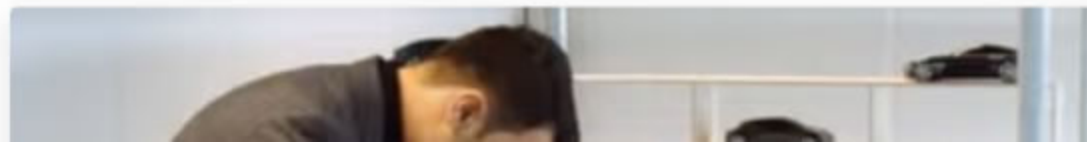


The Porsche 911 Safari Is Coming, Was Spotted Polishing Up on the 'Ring



MOTORTREND | NEWS
Toyota Raize Is An Adorable...

Miguel Cortina | Dec 8, 2021



MOTORTREND | NEWS
Genesis

If you are a current or former owner or lessee of certain Volkswagen or Audi vehicles, you may be eligible for cash and other benefits from a class action settlement.



For more information visit:
AUTOAIRBAGSETTLEMENT.COM

The advertisement features the Ram logo at the top, followed by the word 'RAM' in a bold, sans-serif font. Below that, the word 'BIG' is written in a very large, bold font, with 'FINISH 2021' in smaller text to its right. The main offer is 'GET 0% APR FOR 72 MONTHS*' in large, bold letters. Below this, it says 'WHEN FINANCED THROUGH CHRYSLER CAPITAL ON A 2022 RAM 1500 BIG HORN CREW CAB'. The background is a dark, rocky landscape with a mountain peak.

AP TOP NEWS



Click to copy

Pfizer says COVID booster offers protection against omicron

By LAURAN NEERGAARD 9 minutes ago



Pfizer said Wednesday that a booster of its COVID-19 vaccine may offer important protection against the new omicron variant even though the initial two doses appear significantly less effective.

COVID cases spike even as US reaches vaccine milestone

By SOPHIA TAREEN and JENNIFER McDERMOTT 11 minutes ago



PROVIDENCE, R.I. (AP) — Even as the U.S. closes in on a milestone of 200 million people fully vaccinated against COVID-19, cases and hospitalizations are spiking again, including in highly inoculated corners of the country like New England.

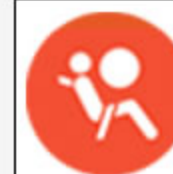
Prosecutor: Potter 'betrayed badge' in killing Daunte Wright

By AMY FORLITI and STEVE KARNOWSKI 9 minutes ago



MINNEAPOLIS (AP) — The suburban

ADVERTISEMENT



Volkswagen or

Audi owners

or lessees may be

eligible for cash and

other benefits from

a class action

settlement related

to allegedly defective

Takata airbags.



For more information visit:
AUTOAIRBAGSETTLEMENT.COM

Volkswagen or Audi owners or lessees may be eligible for cash and other benefits from a class action settlement related to allegedly defective Takata airbags.

For more information visit [AUTOAIRBAGSETTLEMENT.COM](https://www.autoairbagsettlement.com)



THE VERGE'S GUIDE TO CYBER MONDAY 2021

The best budget laptop of 2021

BY MONICA CHIN



Twitter is testing a new way to let you add content warnings to posts

BY EMMA ROTH

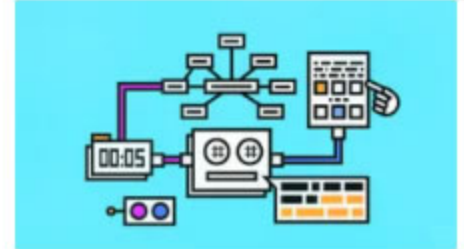
TECH

The latest tech news about the world's best (and sometimes worst) hardware, apps, and much more. From top companies like Google and Apple to tiny startups vying for your attention, Verge Tech has the latest in what matters in technology daily.



The PS5 and Xbox Series X will be available for Walmart Plus members today

By Alice Newcome-Beill | An hour ago



DeepMind tests the limits of large AI language systems with 280-billion-parameter model

By James Vincent | 2 hours ago

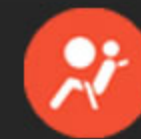
Holiday Best

deals

If you are a current or former owner or lessee of certain Volkswagen or Audi vehicles, you may be eligible for cash and other benefits from a class action settlement.



For more information visit: AUTOAIRBAGSETTLEMENT.COM



Sign In

NEWS EDUCATION HEALTH MONEY TRAVEL CARS LAW FIRMS REAL ESTATE 360 REVIEWS

TOP STORIES

Pfizer: Booster Shot Protects Against Omicron

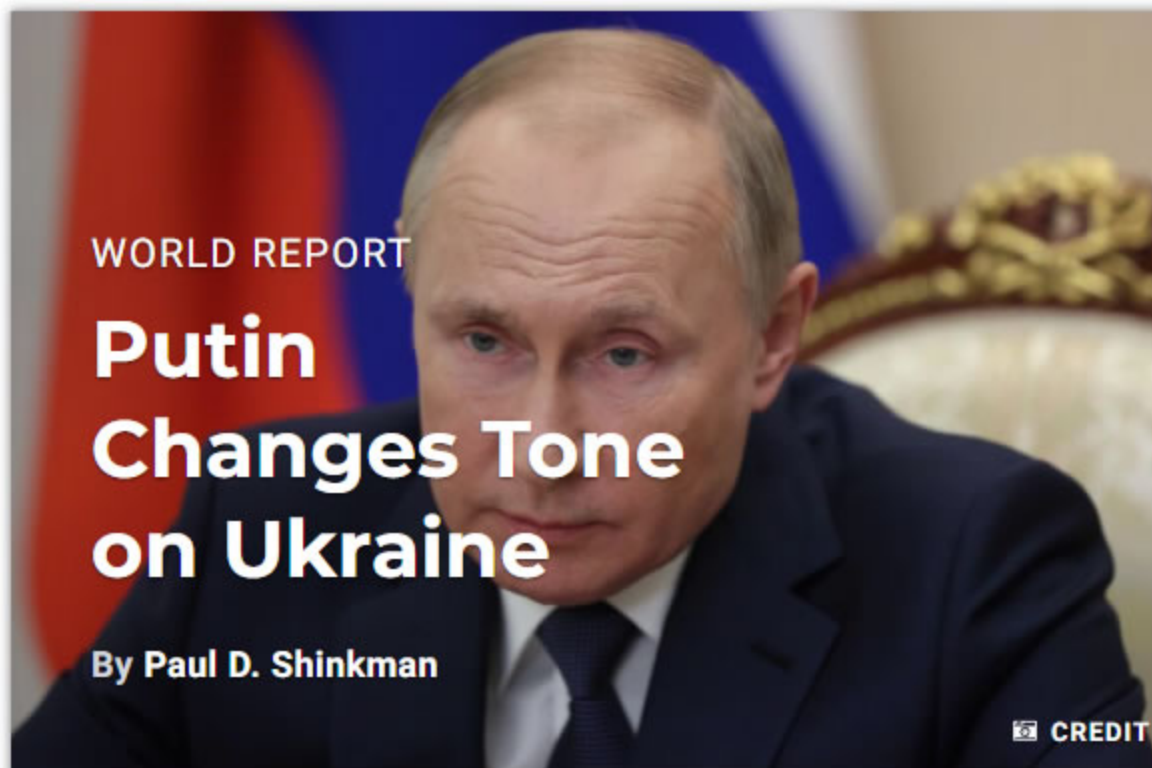
Just two doses of the Pfizer vaccine 'may not be sufficient to protect against infection with the omicron variant' but could offer protection from severe disease, the company said.

Cecelia Smith-Schoenwalder

Congress Moves Forward on Debt Ceiling

Senate leaders came to an agreement on a process allowing Democrats to raise the debt ceiling on their own with only a simple majority instead of needing 60 votes to break a filibuster.

Lisa Hagen



WORLD REPORT

Putin Changes Tone on Ukraine

By Paul D. Shinkman

CREDIT

Despite concerns in recent days that a Russian invasion of Ukraine appeared imminent, the Russian leader a day after a high-profile summit offered new cooperation with the White House.

WORLD REPORT

U.S. Vows 'Extreme' Sanctions if Russia Invades Ukraine

Top diplomat Victoria Nuland briefed Congress on the Biden administration's plan to deter...

CORONAVIRUS BY THE NUMBERS

UPDATED 8 MINUTES AGO

199,687,439 71.6%

U.S. Total Fully Vaccinated U.S. Adult Vaccination Rate

49,410,379 267,411,776

U.S. Cases Worldwide Cases

791,705 5,275,993

RANKINGS & ADVICE

Picking the Degrees and Majors of the Future: What to Know



Experts say an interdisciplinary education provides the most reliable preparation for a career in a changing world.

Ilana Kowarski

What Are the Treatments for Type 2 Diabetes?

7 Best Cryptocurrency Stocks to Buy

No Med School Interviews?

Tecnología

Síguenos



INTERNET



Esta vez no fue el coronavirus: mira lo más buscado en Google en 2021

Si usted es propietario o arrendatario actual o anterior de ciertos vehículos Volkswagen o Audi, podría ser elegible para obtener dinero en efectivo y otros beneficios de un acuerdo de demanda colectiva.

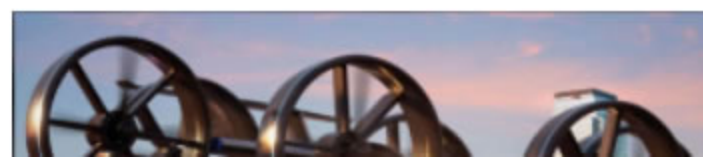
Para obtener más información, visite:
AUTOAIRBAGSETTLEMENT.COM

Publicidad

¿Qué fue lo más buscado en Google este año? Descubre las tendencias

El interés por los deportes y el entretenimiento **desplazó al coronavirus en las búsquedas de Google durante este 2021**. ¿Cuáles fueron las tendencias durante el año? Te lo contamos.

ÚLTIMAS NOTICIAS



61° El Paso, TX

80° Miami, FL

Hoy

Por hora

10 días

Fin de semana

Mensual

Radar

Video

Más pronósticos



Tiempo en El Paso, TX

A partir de las 11:27 a. m. MST

61°

Parcialmente nublado



67°/43°



Los propietarios o arrendatarios de



Volkswagen o Audi pueden ser elegibles para recibir dinero en efectivo y otros beneficios de un acuerdo de demanda colectiva relacionado con bolsas de aire Takata presuntamente defectuosas.

Para obtener más información, visite: AUTOAIRBAGSETTLEMENT.COM

Pronóstico de hoy para El Paso, TX

Mañana

55°



--

Tarde

66°



0%

Noche

54°



0%

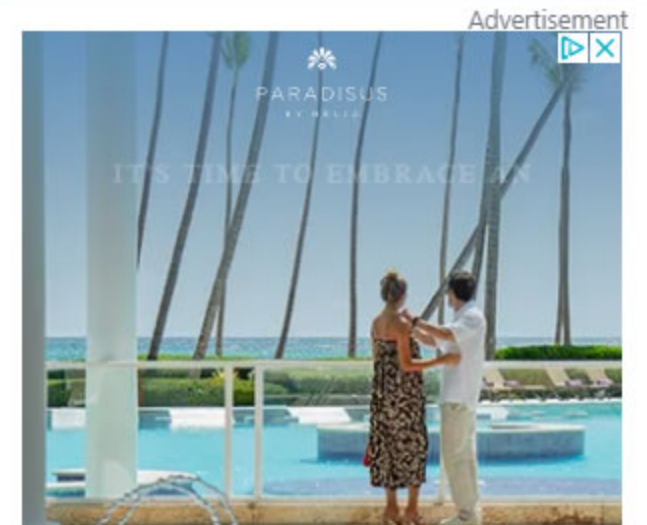
Madrugada

46°



0%

Próximas horas



Índice de calidad del aire



ÓMICRON

LOS ÁNGELES

JOE BIDEN

JULIO URÍAS

CARTA A ANUNCIANTES

INTERNET A PRECIO JUSTO

LA OPINIÓN > ENTRETENIMIENTO

NOTICIAS DE ENTRETENIMIENTO



Así es el 'Rinconcito en el Cielo', el hermoso rancho de Ramón Ayala 'El Rey del Acordeón'

08 de Diciembre 2021



Jaime Camil confiesa la causa detrás del fin de su amistad con Luis Miguel

08 de Diciembre 2021

Publicidad

IBRANCE
palbociclib

IBRANCE.com tiene recursos en español e inglés que pueden ayudarte al momento de hablar con tu doctor.

Publicidad

Los propietarios o arrendatarios de Volkswagen o Audi pueden ser elegibles para recibir dinero en efectivo y otros beneficios de un acuerdo de demanda colectiva relacionado con bolsas de aire Takata presuntamente defectuosas.

Para obtener más información, visite:
AUTOAIRBAGSETTLEMENT.COM

CONTENIDO PATROCINADO



1 Simple Change That Cuts People's Electric Bill by Up To 90% (Try Tonight) [↗](#)

Por Electric-Saver.com -

NOTICIAS

- Video: El Güero Fresa así ordenaba golpear con palos y cadenas a jovencitos; el líder narco ya está detenido
- Presunto ataque palestino: hallan a una mujer israelí apuñalada en Jerusalén Este
- Árbol de Navidad: quién lo inventó, su origen y



JOE BIDEN

DACA

CORONAVIRUS

ICE

AUTOS

INTERNET A PRECIO JUSTO

BLACK FRIDAY



NUEVA YORK

Voces latinas en comités de transición de Eric Adams alientan esperanzas de que inmigrantes de NYC serán prioridad



NUEVA YORK

\$500,000 en pérdidas dejó incendio de árbol de Navidad de Fox News en calle de Nueva York; detenido...



DEPORTES

Video: con baile y fiesta, así vivió el New York City su primer título en la MLS

Publicidad



Si usted es propietario o arrendatario actual o anterior de ciertos vehículos Volkswagen o Audi, podría ser elegible para obtener dinero en efectivo y otros beneficios de un acuerdo de demanda colectiva.



Para obtener más información, visite:
AUTOAIRBAGSETTLEMENT.COM

Apoya al periodismo de calidad en Español

Navega sin anuncios y ayuda a que demos contenido gratuito para los que no pueden pagar.

ACTÚA AHORA y suscríbete por solo \$3.5 al mes

[¡Suscríbete aquí!](#)

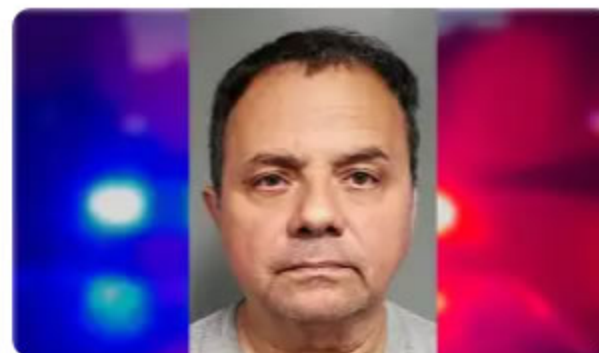
NUEVA YORK



\$500,000 en pérdidas dejó incendio de árbol de Navidad de Fox News en calle de Nueva York; detenido tiene "problemas"



Murió al abrir la puerta: hombre baleado en invasión de un hogar en Queens, Nueva York



Absuelven de todos los cargos a hispano profesor de música acusado de agredir a alumno en Nueva York

Últimas noticias

ENTRETENIMIENTO

● 6 m Taylor Swift, Rihanna y Beyoncé debutan en la lista de las 100 mujeres más poderosas del mundo

NACIONAL

● 8 m Pastor que actuó como drag en un programa de televisión abandonó la iglesia tras fuertes críticas

NUEVA YORK

● 13 m Anuncian \$539 millones para ayudar con pago de hipotecas atrasadas a propietarios de casas en Nueva York

MUNDO

● 15 m Capturan a un hombre de 18 años por agredir sexualmente a una niña de nueve en Honduras

80° Miami, FL

Hoy

Por hora

10 días

Fin de semana

Mensual

Radar

Video

Más pronósticos

Si usted es propietario o arrendatario actual o anterior de ciertos vehículos Volkswagen o Audi, podría ser elegible para obtener dinero en efectivo y otros beneficios de un acuerdo de demanda colectiva.

Para obtener más información, visite



AUTOAIRBAGSETTLEMENT.COM

Tiempo en Miami, FL

A partir de las 1:01 p. m. EST

80°



83°/67°

Parcialmente nublado

1% de probabilidad de lluvia hasta las 2 pm

Pronóstico de hoy para Miami, FL

Mañana

79°



--

Tarde

79°



1%

Noche

73°



6%

Madrugada

68°



7%

Próximas horas

Advertisement



Advertisement



Advertisement



HOY: Nacimiento en Tesla · Caso Chris Cuomo · Hombre roba a niño · Vacunas para menores NYC · DoorDash está contratando · No hay crema para bagels · Intento de vi



NOTICIAS UNIVISION 24/7

Noticias Univision 24/7

1PM - 3PM

VER GRATIS EN VIVO



UNIVISION 41 NUEVA YORK

NYC es la ciudad con la peor congestión de tráfico de Estados Unidos, indica un estudio

2 MIN DE LECTURA



ÚLTIMAS NOTICIAS

Hombre se sube a conocido árbol de Navidad en Midtow...

El árbol, ubicado frente al edificio de Fox News y The Wall Street Journal, tenía...

1 MIN DE LECTURA



"Este es otro golpe que vamos a recibir": Restaurantes...

En los próximos días comenzará a regir un mandato que exige a los niños mayores d...

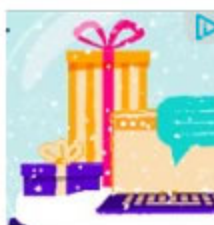
3:26



Pfizer anuncia que la tercera dosis de su vacuna puede...

Las muestras de personas que recibieron dos dosis de la vacuna contra el covid-19...

4 MIN DE LECTURA



PUBLICIDAD

Give the gift of tech support

BY YAHOO

EL TIEMPO Nueva York Miércoles 1:29 PM

42°F Nublado

42° 33°

Prob. 15% Humedad: 62% Viento: E

lluvia: 6mph

42° 4:00 pm

41° 7:00 pm

39° 10:00 pm

VIDEO DEL TIEMPO



VER PRONÓSTICO COMPLETO

PUBLICIDAD

Los propietarios o arrendatarios de Volkswagen o Audi pueden ser elegibles para recibir dinero efectivo y otros beneficios de un acuerdo de demanda colectiva relacionado con bolsas de aire Takata presuntamente defectuosas.



Para obtener más información, visite: AUTOAIRBAGSETTLEMENT.COM



MÁS NOTICIAS



FULL DIGITAL ACCESS

SOUTH FLORIDA SunSentinel

\$1 FOR 6 MONTHS

DECEMBER 08, 2021

82°F




- CORONAVIRUS EN ESPAÑOL
- DEPORTES
- ENTRETENIMIENTO
- NOTICIAS

ADVERTISEMENT

Los propietarios o arrendatarios de Volkswagen o Audi pueden ser elegibles para recibir dinero en efectivo y otros beneficios de un acuerdo de demanda colectiva relacionado con bolsas de aire Takata presuntamente defectuosas.


Para obtener más información, visite:



AUTOAIRBAGSETTLEMENT.COM

LOS MEJORES VIDEOS DEL DÍA

Los mejores videos del día



Ad : (0:30) CUYANA

Perú presenta su momia en posición fetal descubierta en el yacimiento de Cajamarquilla — | 1:12

El nuevo canciller de Alemania | Olaf Scholz o la estrella de un político aburrido — | 2:06


Up Next - Perú presenta su momia en posición fetal descubierta en el yacimiento de Cajamarquilla

— | 1:40

Bruselas propone una herramienta contra las coerciones económicas — | 2:12



ADVERTISEMENT



Your connection for finding quality and reliable care at home.



DIC. 8, 2021

ANUNCIO

Si usted es propietario o arrendatario actual o anterior de ciertos vehículos Volkswagen o Audi, podría ser elegible para obtener dinero en efectivo y otros beneficios de un acuerdo de demanda colectiva.

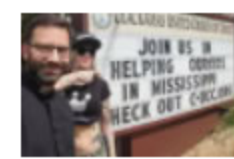
Para obtener más información, visite:
AUTOAIRBAGSETTLEMENT.COM

TITULARES DE HOY



NOTICIAS DE ÚLTIMA HORA

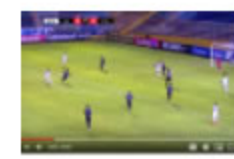
Tiempo de transformación y oportunidades



Un reverendo y una estriper se unen para paliar los efectos de las redadas



Los Niños Triquis visitaron a Los Ángeles y Las Vegas para participar en torneos locales



VIDEO: Alianza de El Salvador vence a Tauro y buscará en Panamá pase a cuartos



¿Quieres ir al cine? Estos son los estrenos del 23 de

ÚLTIMAS NOTICIAS DE L.A. TIMES EN ESPAÑOL >



Seguirá Gallardo en River Plate

La ganadora del Grammy Aída Cuevas revela los padecimientos que le ha dejado el COVID-19

Seis cosas sobre la muerte del caballo ganador del Kentucky Derby, Medina Spirit

Da 'Terrible' Morales detalles de la causa de la muerte de su hijo

Advertisement



 My Station 

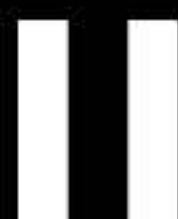
If you are a current or former owner or lessee of certain Volkswagen or Audi vehicles, you may be eligible for cash and other benefits from a class action settlement.



**For more information visit:
AUTOAIRBAGSETTLEMENT.COM**

Your station will be right back...

Why Ads?



Advertisement



 My Station 

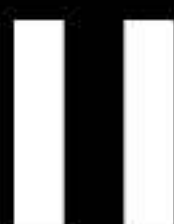
Volkswagen or Audi owners or lessees may be eligible for cash and other benefits from a class action settlement related to allegedly defective Takata airbags.



**For more information visit:
AUTOAIRBAGSETTLEMENT.COM**

Your station will be right back...

Why Ads?



Ed Sheeran Radio



 My Station 



If you are a current or former owner or



lessee of certain Volkswagen or Audi vehicles, you may be eligible for cash and other benefits from a class action settlement.

For more information visit:
AUTOAIRBAGSETTLEMENT.COM

Collide

Ed Sheeran



Justin Bieber Radio



 My Station 



Volkswagen or Audi owners or lessees may be eligible for cash and other benefits from a class action settlement related

 to allegedly defective  Takata airbags.

For more information visit:
AUTOAIRBAGSETTLEMENT.COM

Hands To Myself

Selena Gomez

Revival (Deluxe) (Explicit)



(PESP) | Standard | People
en Espanol Best Performing
Billboard

970x250

Si usted es propietario o arrendatario actual o anterior de ciertos vehículos Volkswagen o Audi, podría ser elegible para obtener dinero en efectivo y otros beneficios de un acuerdo de demanda colectiva.

Para obtener más información, visite:



AUTOAIRBAGSETTLEMENT.COM

DESCUBRE **People** en Español

INICIO ▶ TELEVISIÓN

El contundente mensaje de Cristián de la Fuente ante las críticas recibidas por la victoria de Gregorio Pernía y su hija Luna en *Así se baila*

El juez de la competencia de baile de Telemundo no se quedó callado ante las

(PESP) | Standard | People
en Espanol Best Performing

320x50



(PESP) | Standard | People
en Espanol Best Performing

728x90

Los propietarios o arrendatarios de Volkswagen o Audi pueden ser elegibles para recibir dinero en efectivo y otros beneficios de un acuerdo de demanda colectiva relacionado con bolsas de aire Takata presuntamente defectuosas. Para obtener más información, visite: [AUTOAIRBAGSETTLEMENT.COM](https://www.AUTOAIRBAGSETTLEMENT.COM)

People

SUSCRIBETE

INICIO ► CELEBRIDADES

Francisca sorprende a todos al anunciar en *Despierta América* que tiene algo "muy importante" que contar

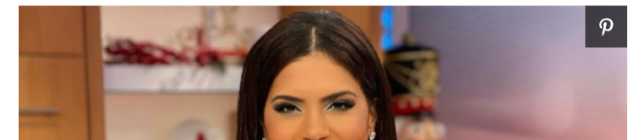
"Les quiero decir algo muy importante que me guardé todo este tiempo para decírselos", expresó este martes en el programa la conductora para sorpresa de sus propios compañeros. "¡Estás embarazada otra vez!", se apresuró a comentar Alan Tacher. Pero no. No se trata de eso.

Por [Moisés González](#) | Diciembre 08, 2021

f FB

Tweet

... Más



Attachment 7

Takata VW - Sponsored Search Keywords

Airbag Class Action
Airbag Settlement
Airbag Lawsuit
Airbag Litigation
Auto Airbag Class Action
Auto Airbag Settlement
Auto Airbag Lawsuit
Auto Airbag Litigation
Takata Airbag Class Action
Takata Airbag Settlement
Takata Airbag Lawsuit
Takata Airbag Litigation
Volkswagen Airbag Class Action
Volkswagen Airbag Settlement
Volkswagen Airbag Lawsuit
Volkswagen Airbag Litigation
VW Airbag Class Action
VW Airbag Settlement
VW Airbag Lawsuit
VW Airbag Litigation
Audi Airbag Class Action
Audi Airbag Settlement
Audi Airbag Lawsuit
Audi Airbag Litigation

Attachment 8



Airbag Class Action



All

News

Shopping

Videos

Images

More

Tools

About 8,170,000 results (0.67 seconds)

Ad · www.autoairbagsettlement.com

Class Action Settlement | Defective Takata Airbags

Current and former Volkswagen and Audi drivers may be entitled to payment.

https://www.autoairbagsettlement.com

Takata airbag settlement website

The informational website for the proposed economic loss **class action** settlements with BMW, Ford, Honda, Mazda, Nissan, Subaru, and Toyota, involving Takata ...

https://www.autoairbagsettlement.com › Home › Submi...

Submit a Registration/Claim Form - Takata airbag settlement ...

Oct 18, 2021 – The informational website for the proposed economic loss **class action** settlements with BMW, Ford, Honda, Mazda, Nissan, Subaru, and Toyota, ...

People also ask

How much is the Takata airbag settlement?



Is the Takata airbag settlement real?



Is the Takata airbag settlement taxable?



What to do if you have a Takata airbag?



Feedback



Audi Airbag Class Action



All

News

Shopping

Images

Videos

More

Tools

About 642,000 results (0.53 seconds)

Ad · www.autoairbagsettlement.com

Volkswagen & Audi | Class Action Settlement

Drivers of vehicles with defective Takata airbags may be entitled to a payment.

https://www.autobodynews.com › ... › National News

Proposed \$42M Settlement Includes Removal of Takata ...

Sep 1, 2021 – 1 filed a **class action settlement** agreement resolving claims against Volkswagen Group of America, Inc. and **Audi** of America, LLC, and its ...

https://www.prnewswire.com › news-releases › announc...

Announcing a Class Action Settlement Involving Current or ...

8 hours ago – PRNewswire/ – A **settlement** has been reached in a **class action lawsuit** ... or **Audi** vehicle and have not yet had their Takata **airbag** repaired ...

People also ask

Is there a class action against Takata airbags?



Is the Takata airbag settlement taxable?



Does Audi use Takata air bags?



Are airbag recalls free?



Feedback

https://news.bloomberglaw.com › class action › volksw



Auto Airbag Class Action



[All](#)

[News](#)

[Shopping](#)

[Images](#)

[Videos](#)

[More](#)

[Tools](#)

About 3,570,000 results (0.60 seconds)

Ad · www.autoairbagsettlement.com/

Class Action Settlement - Defective Takata Airbags

Drivers of vehicles with defective Takata airbags may be entitled to a payment.

https://www.autoairbagsettlement.com

Takata airbag settlement website

The informational website for the proposed economic loss **class action** settlements with BMW, Ford, Honda, Mazda, Nissan, Subaru, and Toyota, involving Takata ...

<https://www.autoairbagsettlement.com> › [CheckVIN](#)

Check VIN - Takata airbag settlement website

Oct 18, 2021 – This tool is solely for the purposes of determining whether or not your **vehicle** is a Subject **Vehicle** and cannot be used as self-identification ...

People also ask

How much is the auto airbag settlement?



Is auto airbag settlement check legitimate?



About 1,180,000 search results

Ad related to: Auto Airbag Class Action

www.autoairbagsettlement.com

Class Action Settlement - Defective Takata Airbags

Current and former Volkswagen and Audi drivers may be entitled to payment.

The class action alleges that certain automotive companies, including Subaru, manufactured, distributed, or sold certain vehicles containing allegedly defective Takata airbag inflators manufactured by Defendants Takata Corporation and TK Holdings, Inc. that allegedly could, upon deployment, rupture and expel debris or shrapnel into the occupant compartment and/or otherwise affect the airbag's deployment, and that the plaintiffs sustained economic losses as a result thereof.

www.autoairbagsettlement.ca/en/subaru/faq

Canadian Takata Airbag Class Action Settlement

People also ask

- Who are the companies involved in the Takata airbag lawsuit? ▾
- Can I get my money back for airbag repairs? ▾
- Why is there a lawsuit against Nissan? ▾
- What is an economic loss class action settlement class? ▾

www.autoairbagsettlement.com ▾

Takata Settlement - Home

Oct 18, 2021 · This is the informational website for the proposed economic loss **class action**

About 5,720,000 search results

Ad related to: Volkswagen Airbag Settlement

www.autoairbagsettlement.com

Volkswagen & Audi - Class Action Settlement

Drivers of vehicles with defective Takata **airbags** may be entitled to a payment.

WASHINGTON – Volkswagen of America has agreed to a \$42 million settlement covering 1.35 million vehicles that were equipped with potentially dangerous Takata airbag inflators, according to documents filed in U.S. District Court in Miami.

www.msn.com/en-us/autos/news/vw-reaches-dollar42-million-settlement-with-us-owners-over-ta...

VW reaches \$42 million settlement with U.S. owners over ...

www.autoairbagsettlement.com › Volkswagen ▾

Takata Settlement - Volkswagen - Home

Dec 07, 2021 · The **Settlement** resolves claims that **Volkswagen** manufactured, distributed, or sold certain vehicles containing allegedly defective inflators manufactured by Takata Corporation and...

markets.businessinsider.com › news › stocks ▾

Announcing a Class Action Settlement Involving Current or ...

1 day ago · **Volkswagen** has agreed to a **Settlement** with a value of approximately \$42 million, including a 20% credit for the Enhanced Rental Car/Loaner Program. The **Settlement** Funds will be...

www.autoblog.com › 2021/09/01 › vw-of-america-owner ▾

VW reaches \$42 million settlement with U.S. owners over ...

Sep 01, 2021 · **VW** reaches \$42 million **settlement** with U.S. owners over Takata **airbags** 1.35 million of its vehicles may have the dangerous **airbag** inflators

www.msn.com › en-us › autos ▾

VW reaches \$42 million settlement with U.S. owners over ...

Sep 01, 2021 · **VW** reaches \$42 million **settlement** with U.S. owners over Takata **airbags**.
WASHINGTON – **Volkswagen** of America has agreed to a \$42 million **settlement** covering 1.35...

finance.yahoo.com › news › announcing-class-action ▾



[All](#) [Images](#) [Videos](#) [News](#) [More](#)

Anytime

y/finance+ Give the gift of investing know-how

About 442,000 search results

Ad related to: VW Airbag Class Action

www.autoairbagsettlement.com

Class Action Settlement - Defective Takata Airbags

Drivers of vehicles with defective Takata **airbags** may be entitled to a payment.

A settlement has been reached in a class action lawsuit alleging that consumers sustained economic losses because they purchased or leased vehicles from Volkswagen AG, Volkswagen Group of America, Inc., VW Credit, Inc., Audi AG, or Audi of America, LLC (collectively "Volkswagen") containing allegedly defective airbags manufactured by Takata Corporation and its affiliates ("Takata").

markets.businessinsider.com/news/stocks/announcing-a-class-action-settlement-involving-curre...

Announcing a Class Action Settlement Involving Current or ...

markets.businessinsider.com › [news](#) › [stocks](#)

Announcing a Class Action Settlement Involving Current or ...

1 day ago · A settlement has been reached in a **class action** lawsuit alleging that consumers sustained economic losses because they purchased or leased vehicles from **Volkswagen** AG,...

apnews.com › [press-release](#) › [pr-newswire](#)

Announcing a Class Action Settlement Involving Current or ...

1 day ago · MIAMI, Dec. 8, 2021 /PRNewswire/ –A settlement has been reached in a **class action** lawsuit alleging that consumers sustained economic losses because they purchased or leased...

www.drive.com.au › [news](#) › [supreme-court-dismisses](#)

Supreme Court dismisses class action against VW over Takata ...

In June 2021, the **Supreme Court of NSW** dismissed a civil **class action** against **Volkswagen** over potentially faulty Takata **airbags**, setting a precedent for cars fixed during recalls. Now the court ...

ALL WORK NEWS IMAGES VIDEOS MAPS SHOPPING

Add Bing Chrome extension >

Also try: [takata airbag class action suit](#) · [takata airbag settlement payout](#)

98,400 Results Any time ▾

Class Action Settlement - Defective Takata Airbags

<https://www.autoairbagsettlement.com>

Ad Current and former Volkswagen and Audi drivers may be entitled to payment.

News about Takata Airbag Settlement

<bing.com/news>

Announcing a Class Action Settlement Involving Current or Former Owners or Lessees of Certain Volkswagen or Audi Vehicles

A settlement has been reached in a class action lawsuit alleging that consumers sustained economic losses because they purchased or leased vehicles from Volkswagen AG, ...

Associated Press · 1d

[See more news about Takata Airbag Settlement](#)

Takata has reportedly reached a settlement with the **U.S. Department of Justice** which would require the airbag maker to pay up to \$1 billion in penalties over allegations of criminal wrongdoing. The car companies have recalled millions of vehicles that contained the allegedly defective Takata airbags.



Image: ligorilaw.com

Takata Airbag Class Action Settlement - Top Class Actions

topclassactions.com/lawsuit-settlements/closed-settlements/takata-airbag-cla...

People also ask

Why are Takata airbags so dangerous? ▾

How many people have died from Takata airbag defect? ▾

What happens when Takata airbag malfunctions? ▾

What vehicles are recalled for Takata airbags? ▾

Takata Corporation

Automotive Parts Company



Takata Corporation was a Japanese automotive parts company. The company had production facilities on four continents, with its European headquarters located in Germany, where it also had nine production deaths and injuries. In 2... +



Wikipedia

LinkedIn

Founded: 1933

Ceased operation: Apr 11, 2018

Headquarters: Tokyo, Japan






CEO: Shigehisa Takada

Founder: Takezo Takada

Parent organization: Key Safety Systems

People also search for

See all (15+)

				
Joyson Safety Systems	National Highway Traffic Sa...	Dome	JAPAN LIFE	Japanet Takata

Data from: Wikipedia · Crunchbase

Wikipedia text under CC-BY-SA license

[Suggest an edit](#)

ALL WORK NEWS IMAGES VIDEOS MAPS SHOPPING

574,000 Results Any time ▾

Volkswagen & Audi - Class Action Settlement

<https://www.autoairbagsettlement.com> ▾

(Ad) Drivers of vehicles with defective Takata **airbags** may be entitled to a payment.

News about Audi Airbag Class Action

<bing.com/news>

Announcing a Class Action Settlement Involving Current or Former Owners or Lessees of Certain Volkswagen or Audi Vehicles

A settlement has been reached in a class action lawsuit alleging that consumers sustained economic losses because they purchased or leased vehicles from Volkswagen AG, ...

Associated Press · 1d

[See more news about Audi Airbag Class Action](#)

Audi Passenger Airbag Lawsuit Filed in Canada ...



<https://www.carcomplaints.com/news/2021/audi...> ▾

Dec 03, 2021 · December 3, 2021 — Audi passenger airbag lights that stay on have caused a class action lawsuit in Canada for consumers who purchased or leased any of these vehicles. 2016 ...

Class Action Claims Audi 'Concealed Knowledge' of Takata ...

<https://www.classaction.org/news/class-action...> ▾

Mar 14, 2018 · Audi of America, LLC and its German parent corporations are the defendants in a proposed **class action** lawsuit that asks what the companies knew, or should have known, and ...

Announcing a Class Action Settlement Involving Current or ...

<https://markets.businessinsider.com/news/stocks/...> ▾

1 day ago · A settlement has been reached in a **class action** lawsuit alleging that consumers sustained economic losses because they purchased or leased vehicles from Volkswagen AG, ...

Related searches

- [audi airbag replacement](#)
- [audi airbag recall](#)
- [audi a4 airbag recall](#)
- [audi airbag recall list](#)
- [audi a3 airbag recall](#)
- [audi a4 class action lawsuit](#)
- [audi airbag reset tool](#)

auto airbag lawsuit

ALL WORK IMAGES VIDEOS MAPS NEWS SHOPPING

5,120,000 Results Any time

Class Action Settlement - Defective Takata Airbags

<https://www.autoairbagsettlement.com>

Ad Drivers of vehicles with defective Takata **airbags** may be entitled to a payment.

If an airbag fails and causes injury, a claim based on strict liability law, negligence and contract law can feasibly be made against the manufacturer of the air bag, the car and others. However, airbag lawsuits can be complicated and typically require expert testimony that the injury would not have occurred but for a **defective airbag**.

Airbag Injury Lawsuit Information & Legal News

www.lawyersandsettlements.com/lawsuit/airbag-injury-lawsuits.html

Was this helpful?

People also ask

- Can person file lawsuit for airbag injuries?
- Do you have an airbag failure to deploy lawsuit?
- What is wrong with Takata airbags?
- Is my airbag safe?

Feedback

Defective Takata Auto Airbag Lawsuits & Settlements ...



<https://www.consumerprotect.com/product-liability/airbag-lawsuits-settlements>

Jul 19, 2018 · It is anticipated that the airbag recall will affect at least 42 million vehicles in the United States, and 56 million airbags. Class Action Airbag Lawsuits Against Takata A class ...

GM Airbag Lawsuit | GM Airbag Lawyer, Attorney

<https://www.schmidtlaw.com/gm-airbag-lawsuit>

Safety Officials Investigating GM **Airbag** Failures on 750,000 Vehicles. In April 2021, federal safety officials opened an investigation into complaints of **airbag** failures on thousands of GM ...

Videos of Auto Airbag Lawsuit

bing.com/videos



Airbag

How it works Invention of Uses

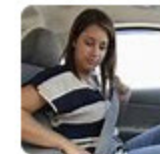


An airbag is a vehicle occupant-restraint system using a bag designed to inflate extremely quickly, then quickly deflate during a collision. It consists of the airbag cushion, a flexible fabric bag, an inflation module, and an impact sensor. The purpose of the airbag is to provide a vehicle occupant with a soft cushioning and restraint during a collision. It can reduce injuries between the flailing occupant and the interior of the vehicle.

Wikipedia

People also search for

See all (15+)



Seat belt



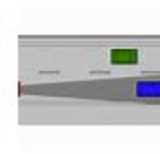
Crumple Zone



Anti-lock Braking System



Electronic Stability Control



Collision avoidance system

Data from: Wikipedia

[Suggest an edit](#)

Attachment 9

Announcing a Class Action Settlement Involving Current or Former Owners or Lessees of Certain Volkswagen or Audi Vehicles

NEWS PROVIDED BY

United States District Court for the Southern District of Florida →

Dec 08, 2021, 08:00 ET

MIAMI, Dec. 8, 2021 /PRNewswire/ --

A settlement has been reached in a class action lawsuit alleging that consumers sustained economic losses because they purchased or leased vehicles from Volkswagen AG, Volkswagen Group of America, Inc., VW Credit, Inc., Audi AG, or Audi of America, LLC (collectively "Volkswagen") containing allegedly defective airbags manufactured by Takata Corporation and its affiliates ("Takata"). The Settlement includes certain vehicles made by Volkswagen (the "Subject Vehicles"). Volkswagen denies any and all allegations of wrongdoing and the Court has not decided who is right.

Owners or lessees of Subject Vehicles who have already received a separate recall notice for their Volkswagen or Audi vehicle and have not yet had their Takata airbag repaired should do so as soon as possible. When recalled Takata airbags deploy, they may, in very rare cases and under certain circumstances, spray metal debris toward vehicle occupants and may cause serious injury. However, some Volkswagen and Audi vehicles may be recalled for repair at a later date. Please see www.nhtsa.gov/equipment/takata-recall-spotlight#for-consumers-overview for further details about which vehicles have been recalled and, if so, what owners or lessees should do.

The Settlement includes the following persons and entities:

- Case 1:15-md-02599-FAM Document 4143-2 Entered on FLSD Docket 01/21/2022 Page 129
of 132
- Owners or lessees, as of November 10, 2021, of a Subject Vehicle that was distributed for sale or lease in the United States or any of its territories or possessions, and
 - Former owners or lessees of a Subject Vehicle that was distributed for sale or lease in the United States or any of its territories or possessions, who, between February 9, 2016 and November 10, 2021, sold or returned, pursuant to a lease, a Subject Vehicle.

A full list of the Subject Vehicles can be found at www.AutoAirbagSettlement.com. The Settlement does not involve claims of personal injury.

Volkswagen has agreed to a Settlement with a value of approximately \$42 million, including a 20% credit for the Enhanced Rental Car/Loaner Program. The Settlement Funds will be used to pay for Settlement benefits and cover the costs of the Settlement over an approximately four-year period.

The Settlement offers several benefits for Class Members, including (1) payments for certain out-of-pocket expenses incurred related to a Takata airbag recall of a Subject Vehicle, (2) a Rental Car/Loaner Program while certain Subject Vehicles are awaiting repair, (3) an Outreach Program to maximize completion of the recall remedy, (4) additional cash payments to Class Members from residual settlement funds, if any remain, and (5) a Customer Support Program to help with repairs associated with replacement airbag inflators. The Settlement Website explains each of these benefits in detail.

Class Members must file a claim to receive a payment during the first four years of the Settlement. If a Class Member still owns or leases a Subject Vehicle, they must also bring it to an authorized dealership for the recall remedy, as directed by a recall notice, if they have not already done so. Visit the website and file a claim online or download one and file by mail. The deadline to file a claim will be at least one year from the date the Settlement is finalized. All deadlines will be posted on the website when they are known.

Class Members who do not want to be legally bound by the Settlement must exclude themselves by **February 14, 2022**. If Class Members do not exclude themselves, they will release any claims they may have against Volkswagen and the Released Parties, in exchange for certain settlement benefits. The potential available benefits are more fully described in the Settlement, available at the Settlement Website. Class Members may object to the Settlement by **February 14, 2022**. Class Members cannot both exclude themselves from, and object to, the Settlement. The Long Form Notice for the Settlement available on www.AutoAirbagSettlement.com explains how Class Members can exclude themselves or object. The Court will hold a fairness hearing on **March 7, 2022** to consider whether to finally approve the Settlement and a request for attorneys' fees of up to 30% of the total Settlement Amount. Class Members may appear

at the fairness hearing, either by themselves or through an attorney they hire, but don't have to. For more information, including the relief, eligibility and release of claims, in English or Spanish, call 1-888-735-5596 or visit www.AutoAirbagSettlement.com.

URL: www.AutoAirbagSettlement.com

SOURCE United States District Court for the Southern District of Florida

Attachment 10

[Canada
Settlement
Website](#)[Go to Takata
Australia
Settlement
Website](#)

BMW, Ford, Honda, Mazda, Nissan, Subaru, Toyota, and Volkswagen Settlements

No. 15-MD-2599-FAM

Welcome to the Official Informational Website for the Takata Settlement

This is the informational website for the proposed economic loss class action settlements with BMW, Honda, Mazda, Nissan, Subaru, and Toyota in a class action lawsuit styled *In Re: Takata Airbag Products Liability Litigation*, Master Case No. 15-MD-02599-FAM. The Court preliminarily approved the settlements with BMW, Mazda, Subaru, and Toyota on June 9, 2017 and issued preliminary approval orders that were docketed on June 12, 2017. The Court preliminarily approved the settlements with Honda and Nissan on September 19, 2017. The Court preliminarily approved the Settlement with Ford on September 5, 2018. The Court preliminarily approved the Settlement with Volkswagen/Audi on November 10, 2021.

For more information, please select the appropriate Settlement below referencing the automobile manufacturer of your Subject Vehicle.

Important Note: Some vehicles included in the Settlement will be recalled at a later date and others may not require a recall. Your receipt of a Settlement Notice does not mean your vehicle is subject to a recall. Please refer to the National Highway Traffic Safety Administration's website, www.NHTSA.gov/recalls, for the latest information about Takata recalls and to determine if your vehicle is subject to a recall.

[BMW Settlement](#)[Ford Settlement](#)[Honda Settlement](#)[Mazda Settlement](#)[Nissan Settlement](#)[Subaru Settlement](#)[Toyota Settlement](#)[Volkswagen/Audi Settlement](#)

To submit a Registration/Claim Form online, please select the "Start a Registration/Claim Form" button. Please check this website or call the toll-free line, 1-888-735-5596, periodically for updates.

[Start a Registration/Claim Form](#)[Check Your VIN](#)[Check Claim Status](#)