

Coolant Pump Claim Administrator
P.O. Box 4418
Portland, OR 97208-4418

CLASS NOTICE

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

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY

If you have owned or leased certain Audi vehicles equipped with a factory installed Electric (After-Run) Coolant Pump in the United States or Puerto Rico, you may be entitled to benefits from a class action settlement. This notice is being mailed to you because you have been identified as owning or leasing such a vehicle.

- **This is a proposed class action in which Plaintiffs have alleged that the Electric (After-Run) Coolant Pump in certain Audi vehicles contains a defect that could potentially lead to a malfunction and is the subject of certain Recalls referred to below. The class action, pending in the United States District Court for the District of New Jersey, is entitled *Sager v. Volkswagen Group of America, Inc. and Audi of America, Inc.*, Civil Action No. 2:18-cv-13556 (the “Action” or “Lawsuit”).**
- **The parties have agreed to settle the Action. This Notice explains the Action, the Settlement, your legal rights, your available benefits, and who is eligible for them, how to obtain them if you are eligible, and applicable time deadlines. As a Settlement Class Member, you have various options that you may exercise before the Court decides whether to approve the Settlement. Additional information is available online at www.CoolantPumpSettlement.com.**
- **Your legal rights are affected whether you act or do not act. Read this Notice carefully.**
- **The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made only if the Court approves the Settlement and after appeals, if any, are resolved.**

Questions? Call 1-855-907-2083 or visit www.CoolantPumpSettlement.com

BASIC INFORMATION

1. Why did I receive this notice, and what are the settlement benefits?

According to Volkswagen Group of America, Inc.'s ("VWGoA") records, you are a current or past owner or lessee of an Audi vehicle with an Electric (After-Run) Coolant Pump from the following models/model years distributed by VWGoA in the United States or Puerto Rico (hereinafter, collectively, "Settlement Class Vehicles"):

- model year 2013 through 2016 Audi A4 Sedan & Allroad
- model year 2013 through 2017 Audi A5 Sedan & Cabriolet
- model year 2013 through 2017 Audi Q5
- model year 2012 through 2015 Audi A6

You can confirm whether your vehicle is/was a Settlement Class Vehicle by entering the VIN at www.CoolantPumpSettlement.com. As a current or past owner or lessee of a Settlement Class Vehicle, you are considered a "Settlement Class Member." A class action lawsuit was filed alleging that a defect that could potentially effect the turbocharger existed in the Electric (After-Run) Coolant Pumps of the Settlement Class Vehicles, which are the subject of certain Recalls referred to below. Volkswagen has denied the claims and maintains that no applicable warranties were breached or statutes violated, and no wrongdoing occurred with respect to the Settlement Class Vehicles. The Lawsuit has been resolved through a Settlement under which the following benefits will be provided:

A. Warranty Extension for Current Owners and Lessees of Settlement Class Vehicles

Effective on April 12, 2021, VWGoA will extend its New Vehicle Limited Warranties applicable to the Settlement Class Vehicles to cover repair or replacement, by an authorized Audi dealer, of a failed turbocharger during the following time and mileage periods set forth in the four Categories of Settlement Class Vehicles below (hereinafter, "Warranty Extension" or "Extended Warranty"):

Category 1 – If, prior to April 12, 2021, no Electric (After-Run) Coolant Pump Recall has been performed on the Settlement Class Vehicle, or if, prior to April 12, 2021, only the software update pursuant to Recall 19M1 was performed, then the duration of the Warranty Extension on the turbocharger of the Settlement Class Vehicle will be the greater of fourteen (14) months from April 12, 2021, or nine (9) months from the date in which the Settlement Class Vehicle's original New Vehicle Limited Warranty period for the turbocharger expires.

If, however, Recall 19O2 is performed (replacement of the Electric (After-Run) Coolant Pump) on the Settlement Class Vehicle by August 10, 2021, then the duration of the Warranty Extension on the turbocharger will be fourteen (14) months from the date Recall 19O2 was performed on the Settlement Class Vehicle or nine (9) months from the date the Settlement Class Vehicle's original New Vehicle Limited Warranty period for the turbocharger expires, whichever date occurs later.

Category 2 – If, prior to April 12, 2021, Recall 19N4 (disconnection of the Electric (After-Run) Coolant Pump) was performed on the Settlement Class Vehicle, then the duration of the Warranty Extension on the turbocharger will be fourteen (14) months following the expiration of the existing four (4) year warranty extension on the Settlement Class Vehicle's turbocharger, which was provided as part of Recall 19N4. Therefore, with the fourteen (14) month added Warranty Extension provided by this Settlement, the total Warranty Extension on the turbocharger will be five (5) years and two (2) months (or 62 months), measured from the date on which the disconnection of the Settlement Class Vehicle's Electric (After-Run) Coolant Pump was performed pursuant to Recall 19N4. This Warranty Extension will continue to apply even if the 19N8 Service Action (replacement of the Electric (After-Run) Coolant Pump) was or is subsequently performed on Settlement Class Vehicle.

Category 3 – If, prior to April 12, 2021, Recall 19O2 (replacement of the Electric (After-Run) Coolant Pump) was performed on the Settlement Class Vehicle, then the duration of the Warranty Extension on the turbocharger will be the greater of fourteen (14) months from the date of the replacement of the Electric (After-Run) Coolant Pump under Recall 19O2 or nine (9) months from the date the Settlement Class Vehicle's original New Vehicle Limited Warranty period for the turbocharger expires.

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Category 4 – If, prior to April 12 2021, the Settlement Class Vehicle’s Electric (After-Run) Coolant Pump underwent a repair or replacement that was not performed pursuant to any Recall or Service Action, then the duration of the Warranty Extension on the Settlement Class Vehicle’s turbocharger will be the greater of fourteen (14) months from April 12, 2021, or nine (9) months from the date the Settlement Class Vehicle’s original New Vehicle Limited Warranty period for the turbocharger expires, provided the damage to or failure of the turbocharger was not caused by an improper repair by an entity that is not an authorized Audi dealer or the use of a non-Audi replacement coolant pump.

If, however, Recall 19O2 is performed (replacement of the Electric (After-Run) Coolant Pump) on the Settlement Class Vehicle by August 10, 2021, then the duration of the Warranty Extension on the turbocharger will be fourteen (14) months from the date Recall 19O2 was performed on the Settlement Class Vehicle or nine (9) months from the date the Settlement Class Vehicle’s original New Vehicle Limited Warranty period for the turbocharger expires, whichever date occurs later.

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The following Chart outlines the Warranty Extension for the four Categories of Settlement Class Vehicles:

<p><u>CATEGORY 1:</u></p> <p>“NO COOLANT PUMP RECALL DISCONNECTION OR REPLACEMENT” GROUP</p> <p>If No Electric (After-Run) Coolant Pump Recall Repair was Performed on the Settlement Class Vehicle Prior to April 12, 2021, or Only Recall 19M1 (Software Update) was Performed Prior to April 12, 2021.</p>	<p><u>CATEGORY 2:</u></p> <p>“COOLANT PUMP DISCONNECTION RECALL” GROUP</p> <p>If Recall 19N4 (Disconnection of the Electric (After-Run) Coolant Pump) Was Performed on the Settlement Class Vehicle Prior to April 12, 2021.</p>	<p><u>CATEGORY 3:</u></p> <p>“COOLANT PUMP REPLACEMENT RECALL” GROUP</p> <p>If Recall 19O2 (replacement of the Electric (After-Run) Coolant Pump) was performed on the Settlement Class Vehicle prior to April 12, 2021.</p>	<p><u>CATEGORY 4:</u></p> <p>“COOLANT PUMP PRE-NOTICE NON-RECALL REPAIR OR REPLACEMENT” GROUP</p> <p>If the Settlement Class Vehicle’s Electric (After-Run) Coolant Pump Was Repaired or Replaced Prior to April 12, 2021, But Not Performed Pursuant to Any Recalls or Service Action.</p>
<p>Current owners/lessees of Settlement Class Vehicles will receive an Extended Warranty on the turbocharger, the duration of which will be the greater of 14 months from April 12, 2021, or 9 months from the date the Settlement Class Vehicle’s original New Vehicle Limited Warranty period for the turbocharger expires.</p> <p>If, however, Recall 19O2 (replacement of the Electric (After-Run) Coolant Pump replacement) is performed on the Settlement Class Vehicle by August 10, 2021, the duration of the Warranty Extension for the turbocharger will be 14 months from the date Recall 19O2 was performed or 9 months from the date the Settlement Class Vehicle’s original New Vehicle Limited Warranty period for the turbocharger expires, whichever date occurs later.</p>	<p>In addition to the 4-year warranty extension on the Settlement Class Vehicle’s turbocharger, which was provided as part of Recall 19N4, current owners/lessees of Settlement Class Vehicles will receive an extra 14-month Warranty Extension on the turbocharger, for a total Warranty Extension of 5 years and 2 months (or 62 months), measured from the date on which Recall 19N4 (disconnection of the Settlement Class Vehicle’s Electric (After-Run) Coolant Pump) was performed.</p> <p>This Warranty Extension will apply regardless of whether the 19N8 Service Action (replacement of the Electric (After-Run) Coolant Pump) was subsequently performed on Settlement Class Vehicle.</p>	<p>Current owners/lessees of Settlement Class Vehicles will receive an Extended Warranty on the turbocharger, the duration of which will be the greater of 14 months from the date Recall 19O2 (replacement of the Electric (After-Run) Coolant Pump) was performed or 9 months from the date the Settlement Class Vehicle’s original New Vehicle Limited Warranty period for the turbocharger expires.</p>	<p>Current owners/lessees of Settlement Class Vehicles will receive an Extended Warranty on the turbocharger, the duration of which will be the greater of 14 months from April 12, 2021, or 9 months from the date the Settlement Class Vehicle’s original New Vehicle Limited Warranty period for the turbocharger expires, provided the damage to or failure of the turbocharger was not caused by an improper repair by an entity that is not an authorized Audi dealer or the use of a non-Audi replacement coolant pump.</p> <p>If, however, Recall 19O2 (replacement of the Electric (After-Run) Coolant Pump) is performed on the Settlement Class Vehicle by August 10, 2021, the duration of the Warranty Extension on the turbocharger will be 14 months from the date Recall 19O2 was performed or 9 months from the date the Settlement Class Vehicle’s original New Vehicle Limited Warranty period for the turbocharger expires, whichever date occurs later.</p>

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General Terms and Conditions of the Extended Warranty:

- (a) The Extended Warranty is subject to the same terms and conditions set forth in the Settlement Class Vehicle's New Vehicle Limited Warranty and Warranty Information Booklet, except that repairs to or replacement of a failed turbocharger under this Settlement are permissible pursuant to the terms and time and mileage limitations set forth above and in the Settlement Agreement, which is available at www.CoolantPumpSettlement.com.
- (b) Damage resulting from abuse, alteration, modification, a collision or crash, vehicle misuse or neglect, vandalism, and/or any other impact or outside force shall be excluded and not covered by the Extended Warranty.
- (c) The Extended Warranty will, until its expiration, be fully transferable to subsequent owners of Settlement Class Vehicles.
- (d) A vehicle is not eligible for an Extended Warranty if it has a branded title (including, but not limited to: "Totaled," "Assembled," "Dismantled," "Flood," "Junk," "Rebuilt," "Reconstructed," "Lemon Law Buyback," "Fleet," "Mileage Unknown," "Stolen," or "Salvaged") or if it was acquired by any person or entity from a junkyard, salvage facility, or body shop.
- (e) VWGoA shall not be responsible for, and shall not warranty, repair or replacement work performed on a Settlement Class Vehicle by an independent service center that is not an authorized Audi dealer.

B. Reimbursement for Past Unreimbursed Out-of-Pocket Expenses for Qualifying Repair or Replacement of an Electric (After-Run) Coolant Pump That Was Paid for Prior to September 14, 2018 (Date of Commencement of Recall 19N4)

If, prior to September 14, 2018 (Date of Commencement of Recall 19N4), a current or former owner or lessee of a Settlement Class Vehicle incurred and paid out-of-pocket expenses to repair or replace a failed Electric (After-Run) Coolant Pump in the Settlement Class Vehicle, then, upon the Effective Date of the Settlement, he/she may be entitled to reimbursement of said paid out-of-pocket expenses as follows:

- (a) If the repair or replacement was performed by an authorized Audi dealer, the Settlement Class Member shall be entitled to receive dollar-for-dollar reimbursement of the paid cost of the repair or replacement (parts and labor).
- (b) If the repair or replacement was performed by an independent service center and not an authorized Audi dealer, the Settlement Class Member shall be entitled to receive a reimbursement of the paid cost of the repair or replacement (parts and labor) limited to a maximum of \$542.00.

C. Reimbursement for Unreimbursed Paid One-Day Rental Car Expense Incurred While Recall 19O2 was Being Performed on the Settlement Class Vehicle by an Authorized Audi Dealer

If, prior to April 12, 2021, a Settlement Class Member incurred and paid an out-of-pocket expense to rent a car while the Electric (After-Run) Coolant Pump in his/her Settlement Class Vehicle was being replaced at an authorized Audi dealer pursuant to Recall 19O2, and the need for the car rental was due to the fact that the authorized Audi dealer was unable to provide a free loaner vehicle that was requested by the Settlement Class Member, then, upon the Effective Date of the Settlement, the Settlement Class Member may be entitled to receive reimbursement of up to a maximum of one day of paid out-of-pocket rental car expense incurred while Recall 19O2 was being performed.

D. Requirements for and Limitations on Entitlement to Reimbursements Set Forth in Sections B and C Above

To qualify for reimbursement of past paid out-of-pocket expenses as provided in Sections B and/or C above, Settlement Class Members must timely comply with the following requirements:

- (a) Any Claim for Reimbursement must contain the required completed and signed Claim Form(s), copies of which are attached to this Notice and available at www.CoolantPumpSettlement.com, together with all required Proof of Repair Expense and/or Proof of Rental Car Expense documentation listed in the respective Claim Forms.
- (b) The fully completed and signed Claim Form(s), together with all required Proof of Repair Expense and/or Proof of Rental Car Expense documentation, must be mailed to the Claim Administrator by First-Class Mail, **postmarked no later than June 26, 2021.**

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(c) If the claimant is not a person to whom the Claim Form(s) was (were) addressed, and/or if the vehicle with respect to which a Claim is made is not the vehicle identified by VIN number on the mailed Claim Form(s), the Claim must contain proof that the claimant is a Settlement Class Member and that the vehicle is a Settlement Class Vehicle.

(d) Each Claim for Reimbursement must include, in the Claim Form(s), a statement that the Settlement Class Member has not previously been reimbursed, from any other source, for all or part of the out-of-pocket expense for which reimbursement is being sought under this Settlement, or if any full or partial reimbursement was previously received, delineate the amount of the reimbursement received and the source of the reimbursement.

(e) The Claim Administrator may consider previously rejected reimbursement requests that were submitted by Settlement Class Members to Audi of America, Inc. pursuant to the Electric (After-Run) Coolant Pump Recalls, provided that they are timely resubmitted to the Claim Administrator, **postmarked no later than the response deadline on your rejection letter**, with the properly completed and signed Claim Form(s) and supporting Proof of Repair Expense and/or Proof of Rental Car Expense, and pursuant to the terms and requirements set forth herein and in the Settlement Agreement that will be available at www.CoolantPumpSettlement.com. If the Settlement Class Member is submitting a reimbursement claim that was previously rejected by Audi of America, Inc. in whole or in part, the Claim Form must set that forth, and the Settlement Class Member must provide, in addition to the Proof of Repair Expense and/or Proof of Rental Car Expense, the amount, if any, that was reimbursed pursuant to the prior request.

(f) Any reimbursement pursuant to this Settlement shall be reduced by any previous warranty, carefree maintenance, goodwill, reimbursement, refund, or other payment or concession for the Electric (After-Run) Coolant Pump repair or replacement that was paid or provided by Defendant, an authorized Audi dealer, or any other entity (including insurers and providers of extended warranties or service contracts), including any reimbursement that was previously provided to the Settlement Class Member under any of the applicable Recalls.

2. Why is this a class action settlement?

In a class action lawsuit, one or more persons, called Class Representatives, sue on behalf of other people who have similar claims. All of these people are Class Members. The Class Representatives and all Settlement Class Members are called the Plaintiffs, and the companies they sued are called the Defendants. One Court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Class.

The Court has not decided in favor of Plaintiffs or Defendants. Instead, both sides agreed to a Settlement with no decision or admission of who is right or wrong. That way, all parties avoid the risks and cost of a trial, and the people affected (the Settlement Class Members) will get benefits quickly. The Settlement Class representatives and the Class Counsel think the Settlement is best for the Settlement Class.

WHO IS PART OF THE SETTLEMENT?

3. Am I in this Settlement Class?

The Court has conditionally approved the following definition of a Settlement Class Member: All persons or entities who purchased or leased a Settlement Class Vehicle imported and distributed by Volkswagen Group of America, Inc. for sale or lease in the United States of America and Puerto Rico.

Excluded from the Settlement Class are (a) anyone claiming personal injury, property damage, and/or subrogation; (b) all Judges who have presided over the Action, and their spouses; (c) all current employees, officers, directors, agents, and representatives of Volkswagen Group Companies, and their family members; (d) any affiliate, parent, or subsidiary of Defendants and any entity in which Defendants have a controlling interest; (e) anyone acting as a used car dealer; (f) anyone who purchased a Settlement Class Vehicle for the purpose of commercial resale; (g) anyone who purchased a Settlement Class Vehicle with salvaged title and/or any insurance company who acquired a Settlement Class Vehicle as a result of a total loss; (h) any insurer of a Settlement Class Vehicle; (i) issuers of extended vehicle warranties and service contracts; (j) any Settlement Class Member who, prior to April 15, 2020 settled with and released Defendants or any Released Parties from any Released Claims; and (k) any Settlement Class Member that files a timely and proper Request for Exclusion from the Settlement Class.

Questions? Call 1-855-907-2083 or visit www.CoolantPumpSettlement.com

4. I'm still not sure if I am included.

If you are still not sure whether you are included, you can call 1-855-907-2083 or visit www.CoolantPumpSettlement.com for more information.

SETTLEMENT BENEFITS – WHAT YOU GET

5. What does the Settlement provide?

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

6. Who can send in a Claim for Reimbursement?

Any United States or Puerto Rico resident who purchased or leased a Settlement Class Vehicle can send in a timely Claim for Reimbursement for money spent within the parameters and within the time period described in Question 1.

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

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

- A. Complete, sign under penalty of perjury, and date the Claim Form(s) (copies of which are enclosed with this Class Notice and available at www.CoolantPumpSettlement.com). It is recommended that you keep a copy of the completed Claim Form.
- B. Mail the completed, signed, and dated Claim Form(s) and your supporting documentation (e.g., repair record[s], receipts, proof of payment, and proof of rental car expense) by First-Class Mail to the address provided on the Claim Form(s). The information that must be reflected in your records is described on the Claim Form(s). It is recommended that you keep a copy of your records and receipts.

If you are eligible for reimbursement benefits under the Settlement but fail to submit the completed Claim Form(s) and supporting documentation by the required deadline, you will not receive a reimbursement.

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

If the Claim Administrator determines your Claim is valid, your reimbursement will be mailed to you after the Settlement becomes final, which is called the "Effective Date." The Court will hold a Final Fairness Hearing on **June 14, 2021**, to decide whether to approve the Settlement as fair, reasonable, and adequate. Information about the progress of the case will be available at www.CoolantPumpSettlement.com.

If the Claim Administrator determines your Claim should not be paid, you will be mailed a letter telling you this. If the reason for rejecting your Claim is due to a deficiency in your Claim Form(s) and/or supporting documentation, the letter will notify you of the deficiency in your Claim and detail what you need to submit and by when to correct the deficiency. To check on the status of your Claim, you can call 1-855-907-2083.

9. What am I giving up to participate in the Settlement and stay in the Settlement Class?

Unless you exclude yourself by taking the steps described in Question 10 below, you are staying in the Settlement Class, which means that you will be bound by the release of claims and cannot sue, continue to sue, or be part of any other lawsuit about the same matters, claims, and legal issues that were or could have been asserted in this case (except for claims of personal injury or property damage other than damage to the Settlement Class Vehicles). It also means that all of the Court's orders and judgments will apply to you and legally bind you.

Questions? Call 1-855-907-2083 or visit www.CoolantPumpSettlement.com

EXCLUDING YOURSELF FROM THE SETTLEMENT

10. How do I get out of this Settlement?

To exclude yourself from the Settlement, you must send a written request for exclusion by U.S. Mail, postmarked no later than **May 12, 2021**, clearly stating that you want to be excluded from the Settlement. Your Request for Exclusion must include your full name, address, telephone number, and signature, the model year and VIN of your vehicle, and the approximate date(s) of purchase or lease. You must mail your Request for Exclusion, **postmarked no later than May 12, 2021**, to each of the following:

CLAIM ADMINISTRATOR	CLASS COUNSEL	DEFENSE COUNSEL
COOLANT PUMP CLAIM ADMINISTRATOR P.O. BOX 4418 PORTLAND, OR 97208-4418	SERGEI LEMBERG, ESQ. LEMBERG LAW LLC 43 DANBURY ROAD, 3RD FLOOR WILTON, CT 06897	MICHAEL B. GALLUB, ESQ. HERZFELD & RUBIN, P.C. 125 BROAD STREET NEW YORK, NY 10004

You cannot exclude yourself on the phone or by email. If you submit your request to be excluded by U.S. Mail or express mail, you will not get any benefits of the Settlement and you cannot object to the Settlement. You will not be legally bound by anything that happens in this Lawsuit.

11. If I don't exclude myself, can I sue later?

No, not for the same matters and legal claims that were or could have been asserted in the Action, unless your claim is for personal injury or property damage (other than damage to the Settlement Class Vehicles).

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

No. If you exclude yourself from the Settlement Class, you won't get any money or benefits from this Settlement, and you should not submit the Claim Form(s). You cannot do both.

13. Do I have a lawyer in this case?

The Court has appointed the law firm of Lemberg Law LLC to represent Settlement Class Members. This law firm is called "Class Counsel."

14. Should I get my own lawyer?

You do not need to hire your own lawyer to participate in the Settlement because Class Counsel will be representing you and the Settlement Class. However, if you want your own lawyer, you may hire one at your own cost.

15. How will the lawyers be paid, and will the Settlement Class representatives receive service awards?

Class Counsel have prosecuted this case on a contingency basis. They have not received any fees or reimbursement for costs and expenses associated with this case. Class Counsel will file an application with the Court requesting an award of reasonable attorney fees and reasonable costs and expenses ("Fees and Expenses") in an amount not exceeding a combined total sum of \$1,050,000. VWGoA has agreed not to oppose Class Counsel's application for Fees and Expenses to the extent not exceeding that combined total sum, and Class Counsel have agreed not to accept any Fees and Expenses in excess of that combined total sum. You won't have to pay these Fees and Expenses. Any Fees and Expenses awarded to Class Counsel will not affect your Settlement amount.

Class Counsel will also apply to the Court for service awards to the named Plaintiffs, who have conditionally been approved as Settlement Class representatives, in the following amounts, for their efforts in pursuing this litigation for the benefit of the Settlement Class: \$5,000 to Plaintiff Scott D. Sager, \$5,500 to Plaintiff Carmelita Nunez, and \$3,500 each to Plaintiffs Edward Young, Renada Hall, Michael Marcotte, Sharon Scott, and Jack Whittington.

Any award for Class Counsel Fees and Expenses and any service awards will be paid by Defendant and will not reduce any benefits available to you under the Settlement.

Questions? Call 1-855-907-2083 or visit www.CoolantPumpSettlement.com

Class Counsel's motion for Fees and Expenses and Settlement Class representative service awards will be filed no later than April 15, 2021, and a copy will be made available for review at www.CoolantPumpSettlement.com.

SUPPORTING OR OBJECTING TO THE SETTLEMENT

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

If you are a member of the Settlement Class and do not request to be excluded, you can tell the Court you like the Settlement and think it should be approved, or you can ask the Court to deny approval by filing a written objection. You can object to the Settlement and/or to Class Counsel's requests for Fees and Expenses and Settlement Class representative service awards. You cannot ask the Court to order a different Settlement; the Court can only approve or reject this Settlement. If the Court denies approval of the Settlement, no Settlement payments will be sent out and the Lawsuit will continue. If that is what you want to happen, you must object. You are not required to submit anything to the Court unless you are objecting or wish to be excluded from the Settlement.

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

- (i) Submit your written objection or comment, and any supporting papers or materials, to the Court. You may do so by mailing them by U.S. First-Class Mail, postmarked no later than **May 12, 2021**, addressed to Clerk of the Court, United States District Court for District of New Jersey, Martin Luther King Building and U.S. Courthouse, 50 Walnut Street, Newark, NJ 07101; or
- (ii) File your written objection or comment, and any supporting papers or materials, with the Court in person at any location of the United States District Court for the District of New Jersey, no later than **May 12, 2021**; or
- (iii) File your written objection or comment, and any supporting papers or materials, on the Court's ECF online docket for this case, no later than **May 12, 2021**.

If you choose to mail your written objection to the Court, you must also, no later than the above date, mail copies of the objection and supporting papers or materials to:

- Sergei Lemberg, Esq., Lemberg Law LLC, 43 Danbury Road, 3rd Floor, Wilton, CT 06897 on behalf of Class Counsel;
- Michael B. Gallub, Esq., Herzfeld & Rubin, P.C., 125 Broad Street, New York, NY 10004 on behalf of Defendant; and
- Coolant Pump Claim Administrator, P.O. Box 4418, Portland, OR 97208-4418

Regardless of which method you choose, your written objection must state clearly that you are objecting to the Settlement in *Sager v. Volkswagen Group of America, Inc. and Audi of America, Inc.*, Civil Action No. 2:18-cv-13556, and must include your full name, current address, and telephone number, the model, model year, and VIN of your vehicle, proof that you own(ed) or lease(d) the vehicle (e.g., a true copy of a vehicle title, registration, or license receipt), a statement of all your factual and legal grounds for objecting, any documents and/or briefs supporting your objection, a statement of whether you intend to appear at the Final Fairness Hearing, and your signature. Any Settlement Class Member objecting to the Settlement must also provide a detailed list of any other objections submitted by the objector, or the objector's counsel, to any class action Settlements in any court in the previous five (5) years, or affirmatively state that the Settlement Class Member, or his or her counsel, has not objected to any other class action Settlement in the previous five (5) years, in the written materials provided with the objection. If you intend to appear at the Final Fairness Hearing through counsel, your comment must also state the identity of all attorneys representing you who will appear at the Final Fairness Hearing.

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

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

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

Questions? Call 1-855-907-2083 or visit www.CoolantPumpSettlement.com

FINAL FAIRNESS HEARING

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

The Court will hold a Final Fairness Hearing at **2:00 p.m. on June 14, 2021**, before Judge Esther Salas at the United States District Court for the District of New Jersey, Martin Luther King Building and U.S. Courthouse, Courtroom MLK 5A, 50 Walnut Street, Newark, NJ 07101, to determine whether the Settlement should receive final approval. At this Final Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider Class Counsel's application for Fees and Expenses and service awards to Settlement Class representatives.

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

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

20. May I speak at the Final Fairness Hearing?

If you do not exclude yourself, you may ask the Court's permission to speak at the Final Fairness Hearing concerning the proposed Settlement or the application of Class Counsel for attorneys' Fees and Expenses and Settlement Class representative service awards. To do so, you must send in a letter saying that it is your intention to appear at the Final Fairness Hearing in *Sager v. Volkswagen Group of America, Inc. and Audi of America, Inc.*, Civil Action No. 2:18-cv-13556. The letter must state the position you intend to present at the Final Fairness Hearing, state the identities of all attorneys who will represent you (if any), and must include your full name, current address, and telephone number, the model year and VIN of your vehicle(s), and your signature. **You must either send your letter by U.S. First-Class Mail to the Clerk of the Court, Class Counsel, and defense counsel at the three addresses listed under Question 16 above, such that it is postmarked no later than May 12, 2021, or file your letter with the Court either in person or on the Court's on-line ECF docket (as specified under Question 16 above) no later than May 12, 2021.** You may combine this letter and your comment (described under Question 16) in a single document. You cannot speak at the Final Fairness Hearing if you excluded yourself from the Settlement.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

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

MORE INFORMATION

22. Where can I get more information?

For more information, please visit the website at www.CoolantPumpSettlement.com, where you can find extra Claim Forms, a copy of the Settlement Agreement and other pertinent documents, and more information on this litigation and Settlement. Updates regarding the case, including important dates and deadlines, will also be available on the website. You may also call the Claim Administrator at 1-855-907-2083 or email info@CoolantPumpSettlement.com.

Questions? Call 1-855-907-2083 or visit www.CoolantPumpSettlement.com