

# NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

*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 currently or previously owned or leased a certain Volkswagen brand vehicle (listed below) in the United States or Puerto Rico, you may be entitled to benefits afforded by a class action settlement.

- **This proposed class action, pending in the United States District Court for the District of New Jersey, is captioned *Kimball v. Volkswagen Group of America, Inc.*, Civil Action No. 2:22-cv-04163-MAH (the “Action”). The parties have agreed to a class settlement of the Action, which the Court has preliminarily approved, and will ask the Court to grant final approval of the proposed Settlement. As a Settlement Class Member, you have various options that you may exercise before the Court decides whether to grant final approval of the Settlement.**
- **This Notice explains the Action, the proposed Settlement, your legal rights and options, available benefits, who is eligible for and how to obtain the benefits, and applicable dates, time deadlines and procedures.**
- **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 grant final approval of the Settlement. Payments will be made only if the Court grants final approval of the Settlement and after appeals, if any, are resolved.**

### BASIC INFORMATION

#### **1. What is involved in the Lawsuit and what are the settlement benefits?**

If you are a current or past owner or lessee of a “Settlement Class Vehicle,” you may be entitled to benefits under the proposed Settlement. The Settlement Class Vehicles are certain model/model year Volkswagen vehicles, identified by specific Vehicle Identification Number (“VIN”), that were distributed by Volkswagen Group of America, Inc. (“VWGoA”) in the United States or Puerto Rico and equipped with a Generation 1 or Generation 3 EA888 engine as delineated below:

#### **“Generation 1 Settlement Class Vehicles”:**

- Certain model year 2008-2014 VW GTI and Golf R\*
- Certain model year 2012-2013 VW Beetle\*
- Certain model year 2009 VW Jetta Sportwagen\*
- Certain model year 2008-2013 VW Jetta Sedan and GLI\*
- Certain model year 2009-2016 VW Eos\*
- Certain model year 2008-2010 VW Passat\*
- Certain model year 2009-2017 VW CC\*
- Certain model year 2009-2018 VW Tiguan\*

#### **“Generation 3 Settlement Class Vehicles”:**

- Certain model year 2015-2018 VW Golf\*
- Certain model year 2015-2021 VW GTI\*
- Certain model year 2015-2019 VW Golf R\*
- Certain model year 2015-2019 VW Golf Sportwagen and Alltrack\*
- Certain model year 2019-2024 VW Jetta GLI\*
- Certain model year 2019-2021 VW Arteon\*
- Certain model year 2018-2023 VW Atlas\*
- Certain model year 2020-2023 VW Atlas Cross Sport\*

\*Not every such model and model year vehicle is covered by this Settlement (i.e., a Settlement Class Vehicle). The Settlement Class Vehicles are determined by specific Vehicle Identification Numbers (VINs). You can look up whether your vehicle is a Settlement Class Vehicle by typing your vehicle’s VIN, where indicated, in

the VIN Lookup Portal on the Settlement Website at [www.TurboClassSettlement.com](http://www.TurboClassSettlement.com), or you can call the Settlement Claim Administrator toll-free at 1-855-779-6685 to find out.

A “Settlement Class Member” is defined as a current or past owner or lessee of a Settlement Class Vehicle.

The Action claims that the turbochargers in certain Volkswagen vehicles were defective and potentially prone to premature failure. VWGoA denies the claims and maintains that the turbochargers in the Settlement Class Vehicles are not defective, function properly, were properly designed, manufactured, marketed and sold, and that no applicable warranties were breached nor any applicable statutes violated. The Court has not decided in favor of either party. Instead, the Action has been resolved through a Settlement, which the Court preliminarily approved, under which eligible Settlement Class Members who qualify may obtain the following benefits:

#### **I. Warranty Extension for Current Owners or Lessees of Generation 3 Settlement Class Vehicles**

Effective on **September 15, 2025**, VWGoA will extend the New Vehicle Limited Warranties (NVLWs) of Generation 3 Settlement Class Vehicles until 8.5 years or 85,000 miles (whichever occurs first) from said vehicle’s In-Service Date, to cover fifty percent (50%) of the cost of repair or replacement (parts and labor), by an authorized Volkswagen dealer, of a failed or malfunctioning turbocharger of said vehicle if the cause was that the wastegate failed due to fork head and/or link pin corrosion. However, if, as of **September 15, 2025**, a said Generation 3 Settlement Class Vehicle is more than 8.5 years of age from its In-Service Date, then this Warranty Extension’s duration for that vehicle will be until **November 14, 2025** or 85,000 miles from the vehicle’s In-Service Date, whichever occurs first.

The Warranty Extension is subject to the same terms, conditions, and limitations set forth in the Settlement Class Vehicle’s original NVLW and Warranty Information Booklet and shall be fully transferable to subsequent owners to the extent that its time and mileage limitation periods have not expired.

The Warranty Extension shall not cover or apply to turbocharger/wastegate failures or malfunctions due to abuse, misuse, alteration or modification, lack of proper maintenance, a collision or crash, vandalism and/or other impact, or damage from an outside source.

#### **II. Reimbursement for a Certain Past Paid (and Unreimbursed) Out-of-Pocket Repair Expenses (All Settlement Class Vehicles)**

If, prior to **September 15, 2025** and within 8.5 years or 85,000 miles (whichever occurred first) from the Settlement Class Vehicle’s In-Service Date, you incurred and paid for a repair or replacement of a failed or malfunctioned turbocharger in that vehicle, you may submit, to the Settlement Claim Administrator, a Claim for Reimbursement (a fully completed, dated and signed Claim Form together with all Proof of Repair Expense and other required documentation) for fifty percent (50%) of the paid invoice expense of one (1) such turbocharger repair or replacement (parts and labor), if:

- (i) for a Generation 1 Settlement Class Vehicle, the past paid turbocharger repair or replacement was due to the wastegate having no longer functioned properly because of wear at the link plate and pin, and
- (ii) for a Generation 3 Settlement Class Vehicle, the past paid turbocharger repair or replacement was due to the wastegate having failed because of fork head and/or link pin corrosion.

However, if the Proof of Repair Expense documentation does not specifically state that the reason for the past paid turbocharger repair or replacement was due to II.(i) or (ii) above, as applicable to that vehicle, then the reimbursement for the one (1) said covered repair will be forty percent (40%) of the past paid invoice amount (parts and labor) and in addition to the Proof of Repair Expense documentation, the Settlement Class Member must also submit, with his/her/its Claim for Reimbursement, the Proof of Adherence to Maintenance Requirements documentation (explained below).

If the past paid covered repair was not performed by an authorized Volkswagen dealer, then the maximum paid invoice amount to which the applicable reimbursement percentage shall be applied shall not exceed a maximum of \$3,850. In addition, if that past paid covered repair was performed within the Settlement Class Vehicle’s original NVLW time and mileage period, then the Settlement Class Member must also submit with his/her/its Claim, in addition to the other applicable proof requirements, documentation such as a written estimate or invoice, or if documents are not available after a good-faith effort to obtain them, a Declaration signed under penalty of perjury, confirming that he/she/it

first attempted to have that repair performed by an authorized Volkswagen dealer, but the dealer declined or was unable to perform the repair free of charge pursuant to the NVLW.

The above relief is subject to certain limitations and proof requirements, which are set forth below and in the Settlement Agreement, which can be found on the Settlement website at [www.TurboClassSettlement.com](http://www.TurboClassSettlement.com).

### **III. Required Proof for a Claim for Reimbursement:**

To qualify for a Claim for Reimbursement of past paid and unreimbursed out-of-pocket expenses provided under Section II above, you must comply with the following requirements:

A. In order to submit a valid Claim for Reimbursement under this Settlement, you must submit online no later than **November 29, 2025**, or mail to the Settlement Claim Administrator by first-class mail postmarked no later than **November 29, 2025**, a fully completed, signed and dated Claim Form, a copy of which is available at [www.TurboClassSettlement.com](http://www.TurboClassSettlement.com), together with all required supporting documentation listed below.

1. An original or legible copy of a repair invoice(s) documenting the repair covered under the Settlement and containing your name; the make, model and vehicle identification number (“VIN”) of the Settlement Class Vehicle; the name and address of the authorized Volkswagen dealer or non-dealer service center that performed the repair; the date of repair and Settlement Class Vehicle’s mileage at the time of repair; a description of the repair work performed including the parts repaired/replaced and a breakdown of parts and labor costs of the covered repair demonstrating that the repair is, in fact, a covered repair under the Settlement; and the amount charged for the covered repair and proof of payment. If the covered repair was not performed by an authorized Volkswagen dealer, and the only proof of payment you have is a repair invoice marked “Paid,” then you also must also submit a declaration from the repair facility, signed under the penalty of perjury, confirming that the payment was in fact made. Please note that if you opt to send original documents with your Claim, please make and retain copies for yourself.

2. A declaration, signed under penalty of perjury, confirming that you did not alter or modify, or have another person alter or modify, the vehicle’s engine prior to the covered repair;

3. If your covered repair occurred within your Settlement Class Vehicle’s New Vehicle Limited Warranty period but was not performed by an authorized Volkswagen dealer, you must also submit records showing that you first attempted to have the repair completed at an authorized Volkswagen dealer but the dealer refused or was unable to complete the repair free of charge under warranty. If such records cannot be obtained despite a good faith effort, then you may submit a declaration to that effect, signed under the penalty of perjury, and stating the good faith efforts you made to obtain the records.

4. If your supporting repair documents do not state a specific cause of the turbocharger failure or malfunction, then you must also provide documents or records evidencing your adherence to the oil maintenance aspects of the Settlement Class Vehicle’s maintenance schedule set forth in the Warranty and Maintenance Booklet, during the period of time that you owned and/or leased the vehicle up to the date/mileage of the covered repair or replacement. Your adherence to these oil maintenance requirements can be within a variance of ten percent (10%) of each required time/mileage maintenance interval. If you are unable to obtain said documents or records despite a good faith effort to obtain them, you may submit a Declaration, signed under penalty of perjury, detailing the good faith efforts that you made and why the records are unavailable, and attesting to your adherence to the above oil maintenance requirements within the ten percent (10%) variance. A form Declaration is available for you on the Settlement Website at [www.TurboClassSettlement.com](http://www.TurboClassSettlement.com), or obtained from the Claim Administrator (1-855-779-6685).

B. If you are not a person to whom the Class Notice was addressed, the Claim shall contain proof that you are a Settlement Class Member and that the vehicle is a Settlement Class Vehicle;

C. For your convenience, forms for any declarations required above are available to you at [www.TurboClassSettlement.com](http://www.TurboClassSettlement.com) or you can request them from the Settlement Claim Administrator.

### **IV. Limitations:**

A. Any reimbursement under the Settlement shall be reduced by goodwill or other amount or concession paid by an authorized Volkswagen dealer, any other entity (including insurers and providers of extended warranties or

service contracts), or by any other source. If the Settlement Class Member received a free repair covered under this Agreement or was otherwise already reimbursed the full amount for the covered repair, then he/she/it will not be entitled to any reimbursement.

B. VWGoA will not be responsible for, and shall not warrant, repair or replacement work performed at any service center or facility that is not an authorized Volkswagen dealer.

C. Reimbursement shall not apply to turbocharger/wastegate failures that were caused by abuse, misuse, alteration or modification, lack of proper maintenance, a collision or crash, vandalism and/or other impact or outside source.

## **2. Why is this a class action settlement?**

In a class action lawsuit, one or more persons, called Plaintiffs and Class Representatives, sue on behalf of other people who have similar claims. All of these people are Class Members or Settlement Class Members. 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 the Plaintiffs or Defendant. Instead, both sides agreed to a Settlement, which the Court preliminarily approved, 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 receive benefits quickly. The Class Representatives and the attorneys believe 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 in the United States of America and Puerto Rico. (The Settlement Class Vehicles are discussed in Section 1 above).

Excluded from the Settlement Class are (a) all Judges who have presided over the Action and their spouses; (b) all current employees, officers, directors, agents and representatives of Defendant, and their family members; (c) any affiliate, parent or subsidiary of Defendant and any entity in which Defendant has a controlling interest; (d) anyone acting as a used car dealer; (e) anyone who purchased a Settlement Class Vehicle for the purpose of commercial resale; (f) anyone who purchased a Settlement Class Vehicle with salvaged title and/or any insurance company that acquired a Settlement Class Vehicle as a result of a total loss; (g) any insurer of a Settlement Class Vehicle; (h) issuers of extended vehicle warranties and service contracts; (i) any Settlement Class Member who, prior to the date of this Agreement, settled with and released Defendant or any Released Parties from any Released Claims, and (j) any Settlement Class Member who files a timely and proper Request for Exclusion from the Settlement Class (see Section 10 below).

### **4. I'm still not sure if I am included in this Settlement.**

If you are still not sure whether you are included in this Settlement, you can enter your vehicle's VIN in the VIN Look-up Portal at [www.TurboClassSettlement.com](http://www.TurboClassSettlement.com) to determine if it is a Settlement Class Vehicle. You can also call the Settlement Claim Administrator at 1-855-779-6685 or visit [www.TurboClassSettlement.com](http://www.TurboClassSettlement.com) for more information.

## **SETTLEMENT BENEFITS – WHAT YOU GET**

### **5. What does the Settlement provide?**

The benefits afforded by the Settlement are described in Section 1. Additional details are provided below.

## 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 on a prior covered repair/replacement prior to **September 15, 2025** if the Claim satisfies the parameters and criteria required for reimbursement described in Section 1. The deadline to submit a Claim for Reimbursement is **November 29, 2025**.

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

To submit a Claim for Reimbursement, you must do the following no later than **November 29, 2025**:

- A. Complete, sign under penalty of perjury, and date a Claim Form (you can download one at [www.TurboClassSettlement.com](http://www.TurboClassSettlement.com)). It is recommended that you keep a copy of the completed Claim Form; and
- B. Submit your completed, signed and dated Claim Form, together with all supporting documents, either (i) through the Settlement Website at [www.TurboClassSettlement.com](http://www.TurboClassSettlement.com) no later than **November 29, 2025**; or (ii) mail the completed, signed, and dated Claim Form, together with your supporting documentation, by first-class mail, postmarked no later than **November 29, 2025**, to the Settlement Claim Administrator at the address provided on the Claim Form. The information that must be reflected in your records is described on the Claim Form. It is recommended that you keep a copy of your records and receipts.

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

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

If the Settlement Claim Administrator determines your Claim is valid, your reimbursement will be mailed to you within one hundred fifty (150) days of either (i) the date of receipt of the completed Claim (with all required proof), or (ii) the date that the Settlement becomes final (the “Effective Date”), whichever is later. The Court will hold a Final Fairness Hearing on **December 4, 2025** to decide whether to grant final approval of the Settlement as fair, reasonable, and adequate. Information about the progress of the case will be available at [www.TurboClassSettlement.com](http://www.TurboClassSettlement.com).

If the Settlement Claim Administrator determines that there is/are deficiency(ies) in your Claim Form and/or the supporting documentation that is required, then you will be mailed a letter or notice informing you of the deficiency(ies), what needs to be submitted to correct it/them, and the deadline for doing so. Deficiencies that are not timely corrected will result in denial of your Claim. To check on the status of your Claim, you can call 1-855-779-6685.

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

Unless you exclude yourself by taking the steps described in Section 10 below, you will remain in the Class, and that means that you may receive any Settlement benefits to which you are eligible, and 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, and the Released Claims set forth in the Settlement Agreement (except for claims of personal injury or property damage other than damage to the Settlement Class Vehicle itself). It also means that all of the Court’s orders and judgments will apply to you and legally bind you. The specific claims and parties you will be releasing are set forth in sections I.T and I.U of the Settlement Agreement, a copy of which is available for review on the Settlement Website, [www.TurboClassSettlement.com](http://www.TurboClassSettlement.com).

### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

## 10. How do I exclude myself from this Settlement?

You do not have to do anything to remain in this Settlement. However, you have a right, if you so desire, to exclude yourself from the Settlement. To exclude yourself from the Settlement, you must send a letter by first-class U.S. mail postmarked no later than **October 15, 2025**, stating clearly that you want to be excluded from this Settlement (“Request for Exclusion”). You must include in the Request for Exclusion your full name, address, telephone number, the model,

model year and VIN of the Settlement Class Vehicle; a statement that you are a present or former owner or lessee of a Settlement Class Vehicle; and specifically and unambiguously state your desire to be excluded from the Settlement Class. You must mail your exclusion request, postmarked no later than **October 15, 2025**, to each of the following:

SETTLEMENT CLAIM ADMINISTRATOR	CLASS COUNSEL	DEFENSE COUNSEL
Turbocharger Class Settlement c/o JND Legal Administration PO Box 91184 Seattle, WA 98111	Gary Graifman, Esq. Kantrowitz, Goldhamer & Graifman PC 135 Chestnut Ridge Road, Suite 200 Montvale, NJ 07645	Michael B. Gallub, Esq. Shook, Hardy & Bacon LLP 1 Rockefeller Plaza, Suite 2801 New York, NY 10020

You cannot exclude yourself on the phone or by email. If you have timely mailed a Request for Exclusion that contains all of the required information, and the Court grants your request for exclusion upon final approval of the Settlement, then you will be excluded from the Settlement Class. You will not receive any benefits of the Settlement, you cannot object to the Settlement, and 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 or any of the Released Claims in the Settlement Agreement, unless your claim is for personal injury or property damage (other than damage to the Settlement Class Vehicle itself).

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

No, if you exclude yourself from the Settlement Class, you will not receive any money or benefits from this Settlement, and you should not submit a Claim Form. You cannot do both.

**13. Do I have a lawyer in this case?**

The Court has appointed the law firms of Kantrowitz, Goldhamer & Graifman PC, and Thomas P. Sobran PC as "Class Counsel" to represent the Settlement Class Members.

**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. But, if you want your own lawyer, you may hire one at your own cost.

**15. How will the lawyers be paid, and will the Plaintiff Settlement Class Representative receive a service award?**

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 a combined total sum not to exceed \$1,950,000. 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.

Class Counsel will also apply to the Court for a service award in the amount of \$3,500 for Plaintiff-Settlement Class Representative Julie Kimball for her efforts in pursuing this litigation for the benefit of the Settlement Class.

**Any award for Class Counsel Fees and Expenses, and any service award to Settlement Class Representative, will be paid separately by Defendant and will not reduce any benefits that may be available to you or the rest of the Settlement Class under the Settlement. You won't have to pay these Fees and Expenses.**

Class Counsel’s motion for fees and expenses and the Settlement Class Representative service award will be filed by November 4, 2025, and a copy will be made available for review at [www.TurboClassSettlement.com](http://www.TurboClassSettlement.com).

**SUPPORTING OR OBJECTING TO THE SETTLEMENT**

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

If you are a member of the Settlement Class and do not request to be excluded, you can tell the Court you like the Settlement and it should be approved, or 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 award. You cannot ask the Court to order a different settlement; the Court can only approve or reject the proposed 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 on a timely basis. 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 either of the following:

- i. File your written objection or comment, and any supporting papers or materials, on the Court’s docket for this case, *Kimball v. Volkswagen Group of America, Inc., et al.*, United States District Court for the District of New Jersey, Civil Action No. 2:22-cv-04163-MAH, via its electronic filing system, no later than **October 15, 2025**, or
- ii. File your written objection or comment, and any supporting papers or materials, with the Court in person at the Clerk’s Office, United States District Court for the District of New Jersey, 4015 Martin Luther King Jr. Federal Building and United States Courthouse, 50 Walnut Street, Newark, New Jersey 07102, no later than **October 15, 2025**, or
- iii. Mail your written objection or comment, and any supporting papers or materials, to each of the following, by U.S. first-class mail, postmarked no later than **October 15, 2025**:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Clerk’s Office Martin Luther King Jr. Federal Building and United States Courthouse 50 Walnut Street Newark, NJ 07102	Gary Graifman, Esq. Kantrowitz, Goldhamer & Graifman PC 135 Chestnut Ridge Road, Suite 200 Montvale, NJ 07645	Michael B. Gallub, Esq. Shook, Hardy & Bacon LLP 1 Rockefeller Plaza, Suite 2801 New York, NY 10020

Regardless of the above method you choose, your written objection must state clearly that you are objecting to the Settlement or the request for Class Counsel Fees and Expenses and/or Class Representative Service Awards in *Kimball v. Volkswagen Group of America, Inc., et al.*, United States District Court for the District of New Jersey, Civil Action No. 2:22-cv-04163-MAH, and must include all of the following: (i) your full name, current address and telephone number; (ii) the model, model year and VIN of your Settlement Class Vehicle; (iii) proof that you own(ed) or lease(d) the Settlement Class Vehicle (i.e., a true copy of a vehicle title, registration or license receipt); (iv) a written statement of all your factual and legal grounds for objecting; (v) copies of any papers, briefs and/or other documents upon which the objection is based and which are pertinent to the objection; (vi) the name, address, and telephone number of any counsel representing you; and (vii) a detailed list of any other objections submitted by you and/or any counsel representing you to any class action settlements in any court in the United States in the previous five (5) years, including the full case name with jurisdiction in which it was filed and the docket number, or affirmatively state, in your objection, that you and/or your counsel have not objected to any other class action settlement in the United States in the previous five (5) years.

Subject to the approval of the Court, any Settlement Class Member may appear, in person or by counsel, at the Final Fairness Hearing. In order to appear, the Settlement Class Member must, by the objection deadline of **October 15, 2025**, file with the Clerk of the Court and serve upon all counsel designated in the Class Notice (see above), a Notice of Intention to Appear at the Fairness Hearing. The Notice of Intention to Appear must include copies of any papers, exhibits or other evidence and identity of witnesses that the Settlement Class Member (or his/her counsel) intends to present to the Court in connection with the Fairness Hearing.

Any Settlement Class Member who does not submit a written objection to the proposed Settlement, or Class Counsel's application for Fees and Expenses and/or the Class Representative service award, within the above deadline and in full compliance with the above requirements and procedure for a valid objection shall waive his/her/its right to do so, and to appeal from any order or judgment of the Court concerning the Settlement, Fees and Expenses and/or service award.

Any Settlement Class Member who does not provide a Notice of Intention to Appear in accordance with the deadline and other requirements set forth in this Class Notice shall be deemed to have waived any right to appear, in person or by counsel, at the Final Fairness Hearing.

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

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

### **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 **December 4, 2025 at 11:00 a.m.**, before the Honorable Michael A. Hammer, United States District Judge, United States District Court for the District of New Jersey, Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Newark, NJ 07102, to determine whether the Settlement should be granted final approval. At the Final Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and thus, should receive final approval. The Court will also consider Class Counsel's application for Fees and Expenses and the Settlement Class Representative service award. The date and/or time of the Final Fairness Hearing may change without further notice to the Settlement Class. You should check the Settlement Website or the Court's PACER site to confirm that the date and/or time has not changed, or if it has, to learn the new date and time.

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

No. 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. You may also pay your own lawyer to attend. However, if your objection is timely and compliant with the requirements, the Court will consider it whether or not you or your lawyer attend.

#### **20. May I speak at the Fairness Hearing?**

If you do not exclude yourself, you may ask the Court's permission to speak in favor of the proposed Settlement at the Final Fairness Hearing, and any Settlement Class Member who has properly filed a timely objection may ask the Court's permission to appear and speak regarding that objection. To do so, you must file with the Clerk of the Court, and serve upon all counsel identified in Section 16 above, a Notice of Intention to Appear at the Fairness Hearing, saying that it is your intention to appear at the Fairness Hearing in *Kimball v. Volkswagen Group of America, Inc., et al.*, United States District Court for the District of New Jersey, Civil Action No. 2:22-cv-04163-MAH. The Notice of Intention to Appear must include copies of any papers, exhibits or other evidence and the identity of witnesses that the objecting Settlement Class Member (or the objecting Settlement Class Member's counsel) intends to present to the Court in connection with the Fairness Hearing.

**You must file your Notice of Intention to Appear with the Clerk of the Court and serve a copy upon all counsel designated in the Class Notice no later than October 15, 2025.** You cannot speak at the Final Fairness Hearing if you have excluded yourself from the Settlement.



## **IF YOU DO NOTHING**

### **21. What happens if I do nothing at all?**

If you do nothing, you will remain in the Settlement Class. If the Court approves the Settlement, you can receive any benefits of the Settlement to which you are eligible, and you will be bound by the Settlement and its terms and provisions, including the Release of Claims, and by all orders and judgments of the Court.

## **MORE INFORMATION**

### **22. Where can I get more information?**

The Settlement Website located at [www.TurboClassSettlement.com](http://www.TurboClassSettlement.com) allows you to submit a claim online, look up your vehicle's VIN to determine if it is a Settlement Class Vehicle, obtain Claim Forms, find a copy of the Settlement Agreement and other pertinent documents, and access more information about this Litigation and Settlement. Updates regarding the Action, including important dates and deadlines, will also be available on the website. You may also call the Settlement Claim Administrator at 1-855-779-6685 or email [info@TurboClassSettlement.com](mailto:info@TurboClassSettlement.com).