

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 vehicle listed below in the United States or Puerto Rico, you may be entitled to benefits afforded by a class action settlement. This notice is being mailed to you because you have been identified as owning or leasing such a vehicle.

- **This proposed class action, pending in the United States District Court for the District of New Jersey, is captioned *Beatriz Tijerina, et al. v. Volkswagen Group of America, Inc., et al.*, Civil Action No. 2:21-cv-18755-BRM-LDW (the “Action”). The parties have agreed to a class settlement of the Action, which the Court preliminarily approved, and have asked 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 approve 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 approve the Settlement. Payments will be made only if the Court approves the Settlement and after appeals, if any, are resolved.**

BASIC INFORMATION

1. Why you received this notice, and what the Action and settlement benefits are.

According to records, you are a current or past U.S. owner or lessee of a model year 2018-2024 Volkswagen Atlas vehicle, that was imported and distributed by Volkswagen Group of America, Inc. (“VWGoA”) in the United States or Puerto Rico (hereinafter, collectively, “Settlement Class Vehicles”). The vehicles covered by this Settlement (“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.AtlasSeatLatchSettlement.com.

A Settlement Class Member is defined as a present or former owner or lessee of a Settlement Class Vehicle

The Action claims that there was a defect in the second row seat latching mechanism in the Settlement Class Vehicles. VWGoA denies the claims and maintains that the second row seat latching mechanisms in the Settlement Class Vehicles are not defective, were properly designed, manufactured, marketed and sold, function properly, 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 under which eligible Settlement Class Members who qualify may obtain the following benefits:

I. Owner’s Manual Insert and Instructional Video

For owners/lessees of certain model year 2018-2023 Settlement Class Vehicles with production dates prior to and including February 18, 2022, Volkswagen has provided, with this Class Notice, an Owner’s Manual insert (“OM Insert”) containing certain instructions and warnings regarding second row seat latching, which will also be available on www.vw.com.

In addition, an instructional video will be available on www.vw.com, showing how to properly latch the second row seat in Settlement Class Vehicles and to check to confirm that the second row seat has been properly latched.

II. Warranty Extension for Current Owners or Lessees of Settlement Class Vehicles

Effective on May 21, 2025, VWGoA will extend the New Vehicle Limited Warranty (“NVLW”) for all Settlement Class Vehicles to cover the cost of repair or replacement, by an authorized Volkswagen dealer, of a failed or malfunctioned

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second row seat latching mechanism diagnosed by a Volkswagen dealer, during a period of 10 years or 100,000 miles (whichever occurs first) from the Settlement Class Vehicle's In-Service date. The Warranty Extension shall cover component parts of the second row seat latching mechanism that are necessary to perform said repair or replacement.

Excluded from the Warranty Extension are any second row seat latching failures or malfunctions resulting from damage, abuse, alteration, modification, collision or crash, vandalism, and/or other impact or damage from outside sources.

The Warranty Extension will be subject to the same terms and conditions as the original NVLW, and is fully transferable to subsequent owners to the extent that the time or mileage limitation of the Warranty Extension has not expired.

III. Reimbursement of Certain Past Paid (and Unreimbursed) Out-of-Pocket Expenses

Settlement Class Members who submit to the Claim Administrator (by mail or online through the Settlement Website) a timely and complete Claim for Reimbursement shall be eligible for 100% reimbursement of the past paid (and unreimbursed) cost (parts and labor) of one (1) repair or replacement of a failed or malfunctioned second row seat latching mechanism in a Settlement Class Vehicle that was performed and paid for prior to the Notice Date and within 10 years or 100,000 miles (whichever occurred first) from the vehicle's In-Service Date.

If the past paid covered repair was not performed by an authorized Volkswagen dealer, the amount of reimbursement shall not exceed a maximum amount (parts and labor) of \$645 for repair or replacement of a seat latch and/or seat latch cover, or \$1,700 for repair or replacement of the second row seat and/or second row seat frame.

Any reimbursement under this Section is conditioned upon timely presentation of a fully completed, signed and dated Claim Form together with the required Proof of Repair Expense.

IV. Required Proof:

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

A. In order to submit a valid Claim for Reimbursement under this Settlement, you must mail to the Claim Administrator, by first-class mail post-marked no later than August 4, 2025, or submit online to the Claim Administrator through the Settlement Website no later than August 4, 2025, a fully completed, signed and dated Claim Form, a copy of which accompanies this Notice and is also available at www.AtlasSeatLatchSettlement.com, together with all required Proof of Repair Expense documentation listed below.

1. An original or legible copy of a repair invoice(s) or record(s) documenting the repair covered under the Settlement and containing the claimant's 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, the 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, and the amount charged (parts and labor) for the repair covered under the Settlement. If you opt to send an original document, please make and retain a copy for yourself.

2. Proof of the Settlement Class Member's payment for the repair covered under the Settlement;

3. If the claimant is not a person to whom the Claim Form was addressed, and/or the vehicle with respect to which a Claim is made is not the vehicle identified by VIN number on the mailed Claim Form, the Claim shall contain proof that the claimant is a Settlement Class Member and that the vehicle is a Settlement Class Vehicle;

V. Limitations:

A. Any reimbursement pursuant to this Settlement shall be reduced by the amount of any payment, concession, goodwill accommodation, or discount(s) already received from any source (including VWGoA, a Volkswagen dealer, an insurer, service contract provider, or extended warranty provider, or any other person or entity) for all or part of the amount of the repair that is the subject of the Claim for Reimbursement.

B. Any repair that was due to misuse, abuse, accident, crash, racing, improper operation, lack of or improper maintenance, and/or damage from an external source, does not qualify for reimbursement.

C. VWGoA will not be responsible for, and shall not warrant, repair or replacement work performed at an independent service center.

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 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 receive benefits quickly. The Court has granted preliminary approval of the Settlement, and the Class Representatives and attorneys believe it 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 present and former U.S. owners and lessees of Settlement Class Vehicles purchased or leased 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 VWGoA, and their family members; (c) any affiliate, parent, or subsidiary of VWGoA and any entity in which VWGoA 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 who 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 final approval of the Settlement, settled with and released VWGoA 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 Lookup Portal at www.AtlasSeatLatchSettlement.com to determine if it is a Settlement Class Vehicle. You can also call the Claim Administrator at 1-866-287-0739 or visit www.AtlasSeatLatchSettlement.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 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 prior to the Notice Date and within 10 years or 100,000 miles (whichever occurred first) of the Settlement Class Vehicle's In-Service Date, if the Claim satisfies the parameters and criteria required for reimbursement described in Section 1.

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

To submit a Claim for reimbursement, you must do the following no later than August 4, 2025:

Questions? Call 1-866-287-0739 or visit www.AtlasSeatLatchSettlement.com

- A. Complete, sign under penalty of perjury, and date a Claim Form (there is one enclosed with this Class Notice, and you can also download one at www.AtlasSeatLatchSettlement.com). It is recommended that you keep a copy of the completed Claim Form; and
- B. Submit the completed, signed, and dated Claim Form, along with all required supporting documentation to the Claim Administrator either (i) by first-class mail, post-marked no later than August 4, 2025 at the address of the Claim Administrator provided on the Claim Form, or (ii) online at www.AtlasSeatLatchSettlement.com no later than August 4, 2025. The information that must be reflected in your records is described above and on the Claim Form. It is recommended that you keep a copy of your records and receipts.

If you are otherwise 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, and the Court approves the Settlement, your reimbursement will be mailed to you within one hundred (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 August 27, 2025 at 10:00 a.m., to decide whether to approve the Settlement as fair, reasonable, and adequate. Information about the progress of the case will be available at www.AtlasSeatLatchSettlement.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 and/or supporting proof, the letter or notice will notify you of the deficiency(ies) in your Claim, and what needs to be submitted, and by when, to correct the deficiency(ies). To check on the status of your Claim, you can call 1-866-287-0739.

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 will be able to receive the benefits of the Settlement 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, allegations, and claims that were or could have been asserted in this case and the Released Claims set forth in the Settlement Agreement. 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.S and I.T of the Settlement Agreement, a copy of which is available for review on the settlement website, www.AtlasSeatLatchSettlement.com. The Released Claims do not include claims for personal injury(ies) and property damage (other than damage to the Settlement Class Vehicle related to the second row seat latching mechanism).

EXCLUDING YOURSELF FROM THE SETTLEMENT

10. How do I Exclude Myself from this Settlement?

You have a right, if you so desire, to exclude yourself from this Settlement. To exclude yourself from the Settlement, you must send a written Request for Exclusion by U.S. mail, post-marked no later than July 7, 2025. Your Request for Exclusion must include all of the following or else it will be denied: 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 it must specifically and unambiguously state your desire to be excluded from the Settlement Class. You must mail your exclusion request, post-marked no later than July 7, 2025, to each of the following:

CLAIM ADMINISTRATOR	CLASS COUNSEL	DEFENSE COUNSEL
VW ATLAS SEAT LATCH SETTLEMENT C/O JND LEGAL ADMINISTRATION P.O. BOX 91123 SEATTLE, WA 98111	CAROLINE BARTLETT, ESQ. CARELLA, BYRNE, CECCHI, BRODY & AGNELLO, P.C. 5 BECKER FARM ROAD, 3rd FLOOR ROSELAND, NJ 07068	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 timely submit a complete Request for Exclusion to the above addresses by U.S. mail, you will not receive any benefits of the Settlement and you cannot object to the Settlement. You will not be legally bound by anything that happens in this Action.

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 Carella, Byrne, Cecchi, Brody & Agnello, P.C.; Hagens Berman Sobol Shapiro LLP; and Seeger Weiss LLP as "Class Counsel" to represent 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?

The Parties will attempt to reach agreement on reasonable Class Counsel Fees and Expenses for which Class Counsel may apply to the Court. If the Parties are unable to reach agreement, Class Counsel will make an application for reasonable Class Counsel Fees and Expenses to the Court, to which Defendant may respond as it deems appropriate. The Court's award of reasonable Class Counsel Fees and Expenses, if any, shall be subject to rights of appeal by any of the Parties.

Class Counsel will also apply to the Court for service awards, in the amount of \$2,500 each, to the named Plaintiffs, Beatriz Tijerina, David Concepcion, Gina Aprile, Theresa Gillespie, Diana Ferrara, Lauren Daly, Shane McDonald, Kasem Curovic, Christa Callahan, Erica Upshur, Johnnie Moutra, Jennifer Tolbert, Derek Lowe, Phillip Hooks, and Delia Masone, who have conditionally been approved as Settlement Class Representatives, for their efforts in pursuing this litigation for the benefit of the Settlement Class.

Any award for Class Counsel Fees and Expenses, and any service awards to Settlement Class Representatives, will be paid separately by Defendant and will not reduce any benefits 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 Settlement Class Representative service awards will be filed by June 16, 2025, and a copy will be made available for review at www.AtlasSeatLatchSettlement.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 awards. 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 Action 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, *Beatriz Tijerina, et al. v. Volkswagen Group of America, Inc., et al.*, Civil Action No. 2:21-cv-18755-BRM-LDW, United States District Court for the District of New Jersey, via its electronic filing system, no later than July 7, 2025, or
- ii. File your written objection or comment, and any supporting papers or materials, with the Court in person at the 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 July 7, 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, post-marked no later than July 7, 2025:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
HON. BRIAN MARTINOTTI UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY 50 WALNUT STREET NEWARK, NEW JERSEY 07102	CAROLINE BARTLETT, ESQ. CARELLA, BYRNE, CECCHI, BRODY & AGNELLO, P.C. 5 BECKER FARM ROAD, 3rd FLOOR ROSELAND, NJ 07068	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 *Beatriz Tijerina, et al. v. Volkswagen Group of America, Inc., et al.*, Civil Action No. 2:21-cv-18755-BRM-LDW, United States District Court for the District of New Jersey, and must include all of the following: (i) your full name, current address and telephone number; the model, model year and VIN of your Settlement Class Vehicle, along with 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); (ii) a written statement of all your factual and legal grounds for objecting; (iii) copies of any papers, briefs and/or other documents upon which the objection is based and which are pertinent to the objection; (iv) the name, address, and telephone number of any counsel representing you; (v) a statement of whether you intend to appear at the Final Fairness Hearing, either with or without counsel, and the identity(ies) of any counsel who will appear on your behalf; and (vi) 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 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 that the Settlement Class Member or his/her counsel has not objected to any other class action settlement in the United States in the previous five (5) years, in the written materials provided with the objection.

Any Settlement Class Member who does not submit a written comment on, or 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 herein, shall waive his/her right to do so, and to appeal from any order or judgment of the Court concerning this Action.

17. Can I attend the Final Fairness Hearing?

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 July 7, 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 provide a Notice of Intention to Appear in accordance with the deadline and other requirements set forth in this Settlement Agreement and Class Notice shall be deemed to have waived any right to appear, in person or by counsel, at the Final Fairness Hearing.

18. 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

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

The Court will hold a Final Fairness Hearing **on August 27, 2025 at 10:00 am** before the Honorable Brian Martinotti, United States District Judge, United States District Court for the District of New Jersey, Martin Luther King Jr. Federal Building and United States Courthouse, 50 Walnut Street, Newark, New Jersey 07102, to determine whether the Settlement should be granted final approval. At this 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 the Settlement Class Representatives. The date of the Final Fairness Hearing may change without further notice to the Settlement Class, so you should check the Settlement Website or the Court's PACER site to confirm that the date has not changed.

20. Do I have to come to the 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. Your objection will be considered by the Court whether you or your lawyer attend or not.

21. May I speak at the Fairness Hearing?

If you do not exclude yourself, you may ask the Court's permission to speak at the Fairness Hearing concerning the proposed Settlement or the application of Class Counsel for Fees and Expenses and Settlement Class Representative service awards. To do so, you must file with the Clerk of the Court, and serve upon all counsel identified in Section 16 of this Class Notice, a Notice of Intention to Appear at the Fairness Hearing, saying that it is your intention to appear at the Fairness Hearing in *Beatriz Tijerina, et al. v. Volkswagen Group of America, Inc., et al.*, Civil Action No. 2:21-cv-18755-BRM-LDW, United States District Court for the District of New Jersey. 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 upon all counsel designated in the Class Notice, by the objection deadline of July 7, 2025. You cannot speak at the Fairness Hearing if you excluded yourself from the Settlement.

IF YOU DO NOTHING

22. What happens if I do nothing at all?

If you do nothing, you will be bound by the Settlement if the Court approves it, including all orders, judgements and the release of claims set forth in the Settlement.

MORE INFORMATION

23. Where can I get more information?

Visit the website at www.AtlasSeatLatchSettlement.com where you can look up your vehicle's VIN to determine if it is Settlement Class Vehicle, find extra Claim Forms, and review a copy of the Settlement Agreement, the pleadings, and other pertinent documents and information on 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 Claim Administrator at 1-866-287-0739 or email info@AtlasSeatLatchSettlement.com.