

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

BEATRIZ TIJERINA, DAVID
CONCEPCIÓN, GINA APRILE,
THERESA GILLESPIE, TALINA
HENDERSON, DIANA FERRARA,
LAUREN DALY, SHANE
MCDONALD, KASEM CUROVIC,
CHRISTA CALLAHAN, ERICA
UPSHUR, JOHNNIE MOUTRA,
JENNIFER TOLBERT, DEREK
LOWE, PHILLIP HOOKS, and DELIA
MASONE, Individually and on behalf
of All Others Similarly Situated,

Plaintiffs,

vs.

VOLKSWAGEN GROUP OF
AMERICA, INC.
and VOLKSWAGEN
AKTIENGESELLSCHAFT,

Defendants.

Civil Action No. 2:21-cv-18755-BRM-LDW

**NOTICE OF UNOPPOSED MOTION FOR AWARD OF ATTORNEYS'
FEES, REIMBURSEMENT OF EXPENSES, AND CLASS
REPRESENTATIVE SERVICE AWARDS**

Plaintiffs, on behalf of themselves and the proposed Class, respectfully submit this unopposed Motion pursuant to Rule 23(h) of the Federal Rules of Civil Procedure for entry of an Order granting Plaintiffs' request for attorneys' fees and reimbursement of expenses, and awarding service awards to the Class Representatives.

In support, Plaintiffs have filed a Memorandum of Law and the Declaration of James E. Cecchi, Esq., with exhibits thereto.

For the reasons set forth in the Memorandum of Law, Plaintiffs respectfully request that the Court grant their Motion and enter the accompanying [Proposed] Order.

Dated: June 16, 2025

Respectfully submitted,
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**MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFFS' UNOPPOSED
MOTION FOR AN AWARD OF ATTORNEYS' FEES, REIMBURSEMENT
OF EXPENSES, AND PLAINTIFFS' SERVICE AWARDS**

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INTRODUCTION

This case is about an alleged defect in the second row seat latching system of the Settlement Class Vehicles.¹ The alleged defect can potentially cause Atlas owners to believe that their seats have been latched properly when, in fact, they may not have been. This means that drivers may operate their Atlas vehicles without the second row seats being properly latched in place, which may result in the seats spontaneously lurching forward.

On February 10, 2025, this Court entered an Order: (i) preliminarily approving the Settlement between Plaintiffs,² on behalf of themselves and all others similarly situated class members, and Defendant Volkswagen Group of America, Inc. (“VWGoA” or “Defendant”), and (ii) conditionally certifying the following class for settlement purposes:

All present and former U.S. owners and lessees of certain specific model year 2018 through 2024 Volkswagen Atlas vehicles purchased or leased in the United States or Puerto Rico that are designated individually by Vehicle Identification Number (VIN) in Exhibit 4 to the

¹ All capitalized terms used throughout this brief shall have the meanings ascribed to them in the Settlement Agreement (“SA”). SA, § I, ECF No. 111-3.

² 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 (collectively, “Plaintiffs” or “Named Plaintiffs”). Talina Henderson is deceased and the Court approved her withdrawal as a Named Plaintiff and proposed Settlement Class Representative. ECF No. 112, n.1.

Settlement Agreement, which were distributed by Volkswagen Group of America, Inc. for sale or lease in the United States and Puerto Rico.

Plaintiffs now seek approval of an award of attorneys' fees, reimbursement of expenses, and class representative services awards of \$2,500 each, for a total of \$4,000,000 to be paid directly by VWGoA.

I. FACTUAL BACKGROUND

A. History of the Action

Plaintiffs filed the initial complaint on October 15, 2021, naming VWGoA and Volkswagen AG ("VWAG") as defendants. VWGoA filed a motion to dismiss on January 14, 2022, ECF 22, and in response, Plaintiffs amended the complaint on February 25, 2022, naming Volkswagen Group of America Chattanooga Operations, LLC ("VWCOL") as an additional defendant. ECF 26. Motion practice to dismiss the Amended Complaint ensued. VWGoA moved to dismiss in April 2022 (ECF 32), VWCOL moved to dismiss in May 2022 (ECF 38), and VWAG moved to dismiss in July 2022 (ECF 52). Plaintiffs opposed these motions.

The Court issued an opinion granting in part and denying in part the motions to dismiss on October 19, 2023. ECF 92. Defendant VWCOL was dismissed from the Action. As the vast majority of Plaintiffs' claims survived with respect to Defendants VWAG and VWGoA, Plaintiffs chose not to amend further, and Defendants VWAG and VWGoA answered on January 19, 2024. ECF Nos. 100, 101.

Before filing the complaints discussed above, Class Counsel investigated the claims and allegations thoroughly, including working with consulting experts to understand the alleged defect, test both bench and captain's chair seat configurations, and identify the kinds of facts that would be known to Defendants in the development and production of the Class Vehicles. Declaration of James E. Cecchi ("Cecchi Decl."), ¶ 4. Discovery was not stayed while motions to dismiss were pending. *Id.* ¶ 10. The Court set an Initial Conference for May 24, 2022 and ordered that discovery commence. ECF Nos. 33, 42. The Parties negotiated a confidentiality order and an ESI protocol and engaged in numerous meet and confers to identify custodians, sources, and search terms. Cecchi Decl. ¶ 11. Ultimately, Defendants produced 33,552 documents containing 70,111 total pages (a number of which were in German, requiring translation) which Class Counsel reviewed. *Id.* ¶ 12. Plaintiffs subpoenaed a third party, Adient, the manufacturer of the second row seats, and worked with liability and damages experts, in part, to understand the documentary evidence produced by Defendants and Adient. *Id.* ¶ 13; *see also id.* ¶¶ 4, 14, 16. Class Counsel attended the inspections conducted by Defendants of certain Named Plaintiffs' vehicles and additionally worked with their experts to perform testing on bench and captain's chair seats from Atlas vehicles. *Id.* ¶ 14. Class Counsel, working with Plaintiffs, prepared written responses and produced documents in response to Defendants' 52 Requests for Production of Documents and

21 Interrogatories directed at each Named Plaintiff. *Id.* ¶ 15. Throughout the litigation, Class Counsel also continued to monitor the NHTSA website and other public sources for relevant updated information, and conferred extensively with their experts to further refine their understanding of the alleged seat defect. *Id.* ¶ 16. Based on this accumulated knowledge, Plaintiffs developed an understanding of the nature of the alleged defect, its modes of failure, and, as is relevant to the Settlement, the kinds of benefits that should be provided and the relative strengths and weaknesses of the claims and defenses. *Id.* ¶ 17.

Towards the end of 2023, Plaintiffs completed their initial review of Defendants' documents to identify fact witnesses, and were on the verge of noticing depositions when the Parties began settlement negotiations. At that point, Plaintiffs suspended further discovery to focus their efforts and resources towards settlement. *Id.* ¶ 18.

B. Mediation efforts and preliminary approval of the Settlement

After the Parties had an opportunity to consider the Court's rulings on the Motions to Dismiss and review each other's document productions, and while the Parties were fully engaged in discovery, counsel for the Parties began discussing the potential for settlement. *Id.* Starting in November 2023, the Parties exchanged term sheets and negotiated vigorously and at arms'-length for over seven months to reach

agreement on the terms and conditions set forth in the Settlement Agreement. The Settlement Agreement was fully executed by Plaintiffs in July 2024. *Id.* ¶ 19.

Only after the Parties agreed on the material terms of the Settlement did they begin discussion of reasonable attorneys' fees, costs and class representative service awards. *Id.* ¶ 20. The Parties met over videoconference with experienced JAMS mediator Bradley Winters on September 10, 2024 and continued discussions for several days thereafter until reaching agreement on the amount of Class Counsel's reasonable attorneys' fees and costs to be paid by Defendant. *Id.*

On November 11, 2024, Plaintiffs filed a motion for preliminary approval of the Settlement, which the Court granted on February 10, 2025. ECF No. 112.

C. The Settlement relief to the Class.

The Settlement Agreement provides both forward and backward-looking relief for eligible Settlement Class Members as well as important non-monetary benefits, including an instructional video demonstrating how to properly latch the second row seats and an updated Owner's Manual insert for vehicle owners and lessees of 2018 to 2024 model year vehicles.

Under the Settlement's Warranty Extension, VWGoA will extend the original New Vehicle Limited Warranty ("NVLW") for all Settlement Class Vehicles to cover 100% of the cost of repair or replacement, by an authorized Volkswagen dealer, of a failed or malfunctioned 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"). SA § II.B. The Warranty Extension is available to current owners and lessees of Settlement Class Vehicles without the need to submit claims.

Settlement Class Members are also eligible to file a claim for 100% reimbursement of the cost (parts and labor) of one repair or replacement of a failed or malfunctioned second row seat latching mechanism that was performed by an authorized Volkswagen dealership and paid for prior to the Notice Date and within 100,000 miles from the vehicle's In-Service Date. SA § II.C.1. For repairs performed at repair facilities that are not authorized Volkswagen dealers, Settlement Class Members can be reimbursed up to a maximum of \$645 for a repair or replacement of the seat latch and/or seat latch cover, or up to \$1,700 for a repair or replacement of the second row seat and/or the second row seat frame. *Id.*

In addition to the foregoing benefits, as part of the Settlement, VWGoA produced an invaluable instructional video that is publicly available on VWGoA's website, www.VW.com, on the "Resources & Tutorials" page for each model year Class Vehicle, demonstrating how to latch the second row seat in Settlement Class Vehicles properly and how to check to confirm that the second row seat has been properly latched. SA § II.A. VWGoA also referred Settlement Class Members to the instructional video in the Class Notice, *see* Declaration of Lara Jarjoura ("Jarjoura

Decl.”), Exh. A, and there is a direct link to the instructional video at the top of the home page of the Settlement Website.³ Cecchi Decl. ¶ 29.

Furthermore, Settlement Class Members who currently own or lease certain model year 2018-2023 Settlement Class Vehicles received an updated insert for their Owner’s Manuals, included with the Class Notice, and also available on www.VW.com and on the Settlement website, which contains the same updated warnings and instructions in the current 2024 model year Owner’s Manual. Cecchi Decl. ¶ 28.

On May 21, 2025, the claims administrator effected notice. Jarjoura Decl. ¶ 10. 644,167 Settlement Class Members were sent the Class Notice by first class mail alerting them to, *inter alia*, the instructional video and, out of that number, the 256,539 identified current owners or lessees of 2018-2023 Settlement Class Vehicles received a paper copy of the updated Owner’s Manual Insert, included in the Class Notice. *Id.*; *see also id.* Exhs. A (Notice) & C (Owner’s Manual Insert).

II. THE REQUESTED ATTORNEYS’ FEES AND EXPENSES SHOULD BE AWARDED

The Federal Rules of Civil Procedure expressly authorize that “the court may award reasonable attorney’s fees and nontaxable costs that are authorized by law or

³ <https://www.atlasseatlatchsettlement.com/>.

by the parties' agreement." Fed. R. Civ. P. 23(h). The award of attorneys' fees in a class action settlement is within the Court's discretion. *Rossi v. Procter & Gamble Co.*, 2013 WL 5523098, at *9 (D.N.J. Oct. 3, 2013).

Class Counsel seek a combined total of \$4,000,000 in attorneys' fees, expenses, and service awards at \$2,500 for each of the 15 Settlement Class Representatives. The award of fees, expenses and service awards is entirely separate from, and does not diminish in any way, the class relief. For the reasons below, this award of attorneys' fees, expenses, and service awards is eminently reasonable and should be approved by the Court.

A. The requested award is presumptively fair and reasonable because it was negotiated at arm's length and will not diminish the Settlement Fund.

Federal courts at all levels encourage litigants to resolve fee issues by agreement whenever possible. As the United States Supreme Court explained, "[a] request for attorney's fees should not result in a second major litigation. Ideally, of course, litigants will settle the amount of a fee." *Hensley v. Eckhart*, 461 U.S. 424, 437 (1983); *see also Johnson v. Ga. Highway Express, Inc.*, 488 F.2d 714, 720 (5th Cir. 1974) ("In cases of this kind, we encourage counsel on both sides to utilize their best efforts to understandingly, sympathetically, and professionally arrive at a settlement as to attorney's fees."); *M. Berenson Co. v. Faneuil Hall Marketplace, Inc.*, 671 F. Supp. 819, 829 (D. Mass. 1987) ("Whether a defendant is required by statute or agrees as part of the settlement of a class action to pay the plaintiffs'

attorneys' fees, ideally the parties will settle the amount of the fee between themselves.”).

The Supreme Court has recognized a preference of allowing litigants to resolve fee issues through agreement. *Hensley*, 461 U.S. at 437. In this District, courts routinely approve agreed-upon attorneys' fees when the amount is independent of the class recovery and does not diminish the benefit to the class. *See, e.g., Sherrod v. Volkswagen Group of Am., Inc.*, Civ. No. 22-cv-1537-JSA (D.N.J.), ECF Nos. 110-2 ¶ 11, 122 (1/15/25 Order); *Opheim v. Volkswagen Aktiengesellschaft*, Civ. No. 20-cv-2483-SDA (D.N.J.), ECF Nos. 179-2, ¶ 19; 185 (8/14/24 Order); *Khona v. Subaru of Am., Inc.*, 2021 WL 4894929, at *1 (D.N.J. October 20, 2021); *Granillo v. FCA US LLC*, 2019 WL 4052432, at *2 (D.N.J. Aug. 27, 2019); *Mirakay v. Dakota Growers Pasta Co.*, 2014 WL 5358987, at *11 (D.N.J. Oct. 20, 2014); *Rossi*, 2013 WL 5523098, at *9; *Pro v. Hertz Equip. Rental Corp.*, 2013 WL 3167736, at *6 (D.N.J. June 20, 2013); *In re LG/Zenith Rear Projection Television Class Action Litig.*, 2009 WL 455513, at *8-9 (D.N.J. Feb. 18, 2009); *In re Ins. Brokerage Antitrust Litig.*, 2007 WL 1652303, at *4 (D.N.J. June 5, 2007), *aff'd*, 579 F.3d 241 (3d Cir. 2009)); *In re Prudential Ins. Co. of Am. Sales Prac. Litig.*, 106 F. Supp. 2d 721, 732 (D.N.J. 2000) (finding it significant that attorneys' fees would not diminish the settlement fund); *see also McBean v. City of N.Y.*, 233 F.R.D. 377, 392 (S.D.N.Y. 2006) (granting class counsel full amount of fees agreed

to by defendant where attorneys' fees were separate from class settlement and did not diminish class settlement).

Where the attorneys' fees are paid independent of the award to the class, the Court's fiduciary role in overseeing the award is greatly reduced because there is no potential conflict between the attorneys and class members. *Oliver v. BMW of N. Am., LLC*, 2021 WL 870662, at *10 (D.N.J. Mar. 8, 2021); *Khona*, 2021 WL 4894929, at *1; *Mirakay*, 2014 WL 5358987, at *11; *Rossi*, 2013 WL 5523098, at *9 (citing *McBean*, 233 F.R.D. at 392). "While the Court is not bound by the agreement between the parties, the fact that the award was the product of arm's-length negotiations weighs strongly in favor of approval." *Rossi*, 2013 WL 5523098, at *10. "[T]he benefit of a fee negotiated by the parties at arm's length is that it is essentially a market-set price—[Defendant] has an interest in minimizing the fee and Class Counsel have an interest in maximizing the fee to compensate themselves for their work and assumption of risk." *Id.*

These standards strongly support approving the requested fee. The award sought is completely separate and apart from the relief available to the Class, and does not reduce the relief to the Class in any manner. Furthermore, attorneys' fees and costs were not negotiated or discussed until after the agreement was reached between the parties on all other terms of the Settlement. Settlement Agreement, ECF No. 111-3, at § IX(C); Cecchi Decl., ¶ 20; *see also Khona*, 2021 WL 4894929, at *1

(“Additionally, the parties here only negotiated a fee agreement after they had substantially agreed upon a settlement of the merits of the suit. . . . This ‘greatly reduce[s]’ the ‘Court’s fiduciary role in overseeing the award ..., because there is no potential conflict of interest between attorneys and class members.’ . . . Courts ‘routinely approve’ such agreements. . . . Therefore, as a general matter in this case, the Court’s role in scrutinizing the fee agreement is limited.”) (citations omitted).

The fee arrangement was negotiated under the best of market conditions—an arm’s-length negotiation with the help of a mediator—a process that the courts have encouraged. *Rossi*, 2013 WL 5523098, at *10. The virtue of a fee negotiated by the parties at arm’s-length is that it is, essentially, a market-set price. Defendants have an interest in minimizing the fee; Class Counsel have an interest in maximizing the fee to compensate themselves (as the case law encourages) for their risk, innovation, and creativity; and the negotiations are informed by the parties’ knowledge of the work done and result achieved, and their views on what the Court may award if the attorneys’ fees award were litigated. *See Oliver*, 2021 WL 870662, at *10. Because experienced counsel negotiated the fee arrangement in this case at arm’s-length, judicial deference to the parties’ fee agreement is warranted. *See In re Schering-Plough/Merck Merger Litig.*, 2010 WL 1257722, at *18 (D.N.J. Mar. 26, 2010) (“[W]ith regard to attorneys’ fees[,] . . . the presence of an arms’ length negotiated agreement among the parties weighs strongly in favor of approval,’ even if it is ‘not

binding on the court.”) (quoting *Weber v. Gov’t. Emps. Ins. Co.*, 262 F.R.D. 431, 451 (D.N.J. 2009)).

B. Other factors governing approval of attorneys’ fees and expenses support the requested amount

“Fee awards are generally determined by a percentage-of-recovery or lodestar method, with the lodestar method used in cases, such as this, where there is no common settlement fund from which to pull fees or a definitive means of calculating the total monetary value of the settlement.” *Rieger v. Volkswagen Grp. of Am., Inc.*, 2024 WL 2207439, at *7 (D.N.J. May 16, 2024); *Henderson v. Volvo Cars of N. Am., LLC*, 2013 WL 1192479, at *14 (D.N.J. Mar. 22, 2013) (“The lodestar is also preferable where ‘the nature of the settlement evades the precise evaluation needed for the percentage of recovery method.’”) (quoting *In re Gen. Motors Corp. Pick-Up Truck Fuel Tank Prod. Liab. Litig.*, 55 F.3d 768, 821 (3d Cir. 1995); *In re Rite Aid Corp. Sec. Litig.*, 396 F.3d 294, 300 (3d Cir. 2005)).

The lodestar method calculates a reasonable fee by multiplying the number of hours reasonably worked by a reasonable hourly rate. *McKenna v. City of Phila.*, 582 F.3d 447, 455 (3d Cir. 2009). The applicable rate is generally “the prevailing rate in the forum of the litigation,” see *Interfaith Cmty. Org. v. Honeywell Int’l, Inc.*, 426 F.3d 694, 705 (3d Cir. 2005), and the prevailing rate within this vicinage is that of the Philadelphia/New Jersey legal market, see *D’Ottavio v. Slack Techs.*, 2022 WL 15442211, at *8 (D.N.J. Oct. 26, 2022). The rate is to be determined at the time

of the fee application as opposed to the time services were rendered. *See Warner v. Twp. of S. Harrison*, 2013 WL 3283945, at *7 (D.N.J. June 27, 2013).⁴

To calculate the lodestar amount, counsel's reasonable hours expended on the litigation are multiplied by counsel's reasonable rates. *See Pa. v. Del. Valley Citizens' Council for Clean Air*, 478 U.S. 546, 565 (1986). Class Counsel have included declarations with their motion for fees and costs, each providing summaries of the hours, rates, and costs sought. Cecchi Decl. Exs. A-1, B-1, C-1. A court may rely on such summaries. *See Talone v. Am. Osteopathic Assoc.*, 2018 WL 6318371, at *16 (D.N.J. Dec. 3, 2018). Class Counsel and their staff, and additional counsel, have expended 6,722.50 hours on this case. Cecchi Decl., ¶ 35. The hours recorded were incurred on matters for the benefit of the litigation and representation of their clients as detailed *supra* regarding the sixth *Gunter* factor. Given the effort expended and the complexity of the legal and factual issues involved, the hours incurred are entirely reasonable. The fee rates requested are within the range approved for similar cases within this District. *See Skeen v. BMW of N. Am., LLC*, 2016 WL 4033969, at

⁴ The Court "is not required to engage in this analysis with mathematical precision or 'bean-counting'" and "may rely on summaries submitted by the attorneys" without "scrutiniz[ing] every billing record." *Henderson*, 2013 WL 1192479, at *15 (quoting *Rite Aid*, 396 F.3d at 306-07); *see Fox v. Vice*, 563 U.S. 826, 838 (2011) ("[T]rial courts need not, and indeed should not, become green-eyeshade accountants.").

*22, 23 (D.N.J. July 26, 2016) (approving fees up to \$1,100 per hour by utilizing a lodestar multiplier).

Moreover, the hourly rates vary appropriately between attorneys and paralegals, depending on the position, experience level, and locale of each attorney and paralegal. The rates for each attorney and paralegal are set forth in Class Counsel's individual Declarations, Exhibits A, B, and C, to the Cecchi Declaration, and the charts and exhibits to those individual Declarations. The lodestar rates are based on a reasonable, standard hourly billing rate for such services given the geographical area, the nature of the services provided, and the experience of the lawyer. *Gunter*, 223 F.3d at 195.⁵ Considering the several factors discussed above,

⁵ Here, the blended hourly billing rate of Class Counsel is \$586.09. *See* Cecchi Decl., Ex. A-1; Ex. B-1; Ex. C-1. *In re Rite Aid Corp. Sec. Litig.*, 396 F.3d 294, 306 (3d Cir. 2005) (requiring use of blended hourly rates in class actions). Courts in this Circuit have approved similar hourly rates. *See, e.g., Cohen v. Subaru of Am., Inc.*, No. 1:20-CV-08442-CPO-AMD, ECF Nos. 244, 260 (D.N.J. Dec. 10, 2024) (approving hourly rates of up to \$1395); *Opheim v. Volkswagen Aktiengesellschaft*, 20-cv-2483-SDA (D.N.J.), ECF 185 (Aug. 14, 2024) (approving requested fees based upon hourly rates of \$420 to \$1,250 for attorneys with a number of attorneys above \$900 per hour and \$225 to \$405 for paralegals); *Cunningham v. Wawa, Inc.*, 2021 WL 1626482, at *8 (E.D. Pa. Apr. 21, 2021) (approving hourly rates of up to \$975); *In re Cigna-Am. Specialty Health Admin. Fee Litig.*, 2019 WL 4082946, at *15 (E.D. Pa. Aug. 29, 2019) ("Class Counsel and support staff are claiming ... hourly rates . . . [of up to] \$995. These hourly rates are well within the range of what is reasonable and appropriate in this market."); *In re Viropharma Inc., Secs. Litig.*, 2016 WL 312108, at *18 (approving fee where "hourly billing rates of all Plaintiff's Counsel range from . . . [up] to \$925 for partners); *Henderson*, 2013 WL 1192479, at *16 (12-year old decision approving hourly rates in complex class action litigation as high as \$700); *In re Mercedes-Benz Tele Aid Cont. Litig.*, 2011 WL 4020862, at

including the economic benefits of the Settlement, the complexity and risk of the litigation, and the skill and experience of counsel, Class Counsel's rates are reasonable in this case. Altogether, this yields a collective lodestar of \$4,698,452.50 in professional time. *See* Cecchi Decl. ¶ 35.

Furthermore, based on the total lodestar in this matter of \$4,698,452.50, *see id.* ¶ 35, the requested fee of \$4,000,000.00 (which also includes expenses and class service awards) is equivalent to a negative multiplier of 0.85. This demonstrates additional evidence of the reasonableness of the fee. *See In re Valeant Pharms. Int'l, Inc. Third-Party Payor Litig.*, 2022 WL 525807, at *7 (D.N.J. Feb. 22, 2022) ("Lead Counsel's lodestar results in a *negative* multiplier, thereby furnishing strong evidence that the requested fees are reasonable.") (emphasis in original) (citing cases).

C. The percentage of recovery cross-check supports the fairness and reasonableness of the requested fees and expense reimbursement

Even though the fact that a fee is negotiated weighs in favor of approval, the Court may also perform a cross-check to determine the reasonableness of the fee. "Regardless of the method chosen [lodestar or percentage of recovery], [the Third Circuit has] suggested it is sensible for a court to use a second method of fee approval

*1 (D.N.J. Sept. 9, 2011) (approving hourly rates ranging up to \$855 for partners in complex class action litigation); *In re Merck & Co. Vytorin ERISA Litig.*, 2010 WL 547613 (D.N.J. Feb. 9, 2010) (approving rates in 15-year old case of up to \$835.00 per hour).

to cross-check its initial fee calculation.” *Rite Aid*, 396 F.3d at 300. In other words, whichever method the Court chooses to evaluate the fee award, it should generally look at the other method as a cross-check. *In re Gen. Motors Corp. Pick-Up Truck Fuel Tank Prod. Liab. Litig.*, 55 F.3d 768, 820 (3d Cir. 1995).

The Third Circuit has identified a non-exhaustive list of factors that a district court should consider in its percentage of recovery analysis:

(1) the size of the fund created and the number of persons benefitted; (2) the presence or absence of substantial objections by members of the class to the settlement terms and/or fees requested by counsel; (3) the skill and efficiency of the attorneys involved; (4) the complexity and duration of the litigation; (5) the risk of nonpayment; (6) the amount of time devoted to the case by plaintiffs' counsel; and (7) the awards in similar cases.

In re Rite Aid, 396 F.3d at 301 (quoting *Gunter v. Ridgewood Energy Corp.*, 223 F.3d 190, 195 n. 1 (3d Cir. 2000)).⁶ “Attorneys’ fees are awardable even though the benefit conferred is purely nonpecuniary in nature.” *In re Schering-Plough/Merck Merger Litig.*, 2010 WL 1257722, at *15 (quoting *Merola v. Atl. Richfield Co.*, 515 F.2d 165, 169-70 (3d Cir. 1975)).

⁶ Two of these factors—the size of the fund created and the presence or absence of objectors—are technically irrelevant at this juncture. There is no common fund involved in this settlement and the deadline for filing objections is not until July 7, 2025—21 days after the deadline for filing the instant motion. As such, Plaintiffs will respond separately to any objections and/or opt-outs with supplemental memoranda filed pursuant to the deadlines set in the Preliminary Approval Order (*i.e.*, by July 29, 2025).

1. The size of the fund created and the number of persons benefitted

As to the first *Gunter* factor, the size and nature of the Settlement Fund and the number of persons benefitted by the Settlement Agreement, Class Counsel obtained a settlement that substantially benefits all present and former U.S. owners and lessees of model year 2018-2024 VW Atlas vehicles, distributed for sale or lease by Volkswagen Group of America, Inc. in the United States or Puerto Rico, and as specifically identified by Vehicle Identification Number (“VIN”) in Exhibit 4 to the Settlement Agreement.

As detailed above, and in the proposed Settlement Agreement, ECF No. 111-3, at 9-12, the Settlement covers 459,202 unique Settlement Class Vehicles and provides a substantial benefit to the Settlement Class of 644,167 Class Members. Jarjoura Decl., ¶¶ 6, 7, 10. Of that number, 256,539 Settlement Class Members received a paper copy of the updated Owners’ Manual Insert and *all* 644,167 were directed to an invaluable instructional video demonstrating how to properly and safely latch the second row seats. The value of the instruction and safety warnings in these non-monetary benefits is incalculable and arguably would not have been made available to Atlas vehicle owners absent this lawsuit.

The warranty extension period is 10 years or 100,000 miles (whichever occurs first), which means that Class Vehicles could be covered under the warranty for years to come – from 2028 to 2034, depending on model year (assuming the vehicle

has not exceeded 100,000 miles). Class Members who incurred out-of-pocket expenses in connection with a failed or malfunctioned⁷ second row seat latch are eligible for 100% reimbursement for one repair or replacement performed by an authorized Volkswagen dealer, and up to \$645 for a repair or replacement of the seat latch and/or seat latch cover or up to \$1,700 for a repair or replacement of the second row seat and/or the second row seat frame performed at repair facilities that are not authorized Volkswagen dealers.

Class Counsel negotiated a meaningful Settlement and conferred immediate and real benefits on the Settlement Class. “Despite the difficulties they pose to measurement, nonpecuniary benefits . . . may support a settlement.” *Bell Atl. Corp. v. Bolger*, 2 F.3d 1304, 1311 (3d Cir. 1993). Given the inherent litigation risks in this putative nationwide class action, these benefits are highly significant because they provide tangible relief without the risks and delays of continued litigation. In light of the potential combined value of the reimbursements and non-pecuniary benefits, and the number of Class Members potentially entitled to benefits, this factor

⁷ The inclusion of seat latches that “malfunction” as part of the warranty extension and out-of-pocket reimbursement portions of the settlement was important from Plaintiffs’ perspective because the warranty and repair data illustrated that this was a frequent contributing factor to the seats failing to latch properly. It was therefore critical that such malfunctions, as opposed to just failures, be included in the settlement language to cover these instances (that might not otherwise be included if the settlement had been limited to latch “failures”). The inclusion of this language enhances or broadens the coverage under the warranty because it applies not just to a failed seat latch and therefore more fully protects Class Members.

favors approval of attorney's fees and expenses. *See, e.g., Henderson*, 2013 WL 1192479, at *15 (performing percentage of recovery cross-check to find that size of settlement fund and number of persons benefitted prong supported approval where Class Counsel obtained a settlement that substantially benefitted current and former owners and lessees of Volvo vehicles and provided substantial warranty benefits); *see also Skeen*, 2016 WL 4033969, at *24 (same); *Saint v. BMW of N. Am., LLC*, 2015 WL 2448846, at *17 (D.N.J. May 21, 2015) (same).

2. The Absence of Substantial Objections

Further, although the second *Gunter* factor—the presence or absence of substantial objections to the settlement terms and/or fees requested by counsel—will be addressed in a subsequent brief, to date, no objections have been submitted pursuant to the terms of the Settlement Agreement and Preliminary Approval Order, although the objection deadline is not until July 7, 2025. Jarjoura Decl. ¶ 23. Low numbers indicate a highly positive response to the proposed Settlement, which favors settlement. *See Sullivan v. DB Invs., Inc.*, 667 F.3d 273, 321 (3d Cir. 2011) (“minimal number of objections and requests for exclusion are consistent with class settlements we have previously approved” and “favor settlement”); *Demmick v. Cellco P'ship*, 2015 WL 13643682, at *7 (D.N.J. May 1, 2015). And silence from the overwhelming majority of class members is presumed to indicate agreement with the Settlement terms. *See Gen. Motors*, 55 F.3d at 812. Class Counsel will provide

a final tally of the exclusions and will respond fully to the substance of any objections in a separate brief.

3. The skill and efficiency of counsel: Class Counsel brought this matter to an efficient conclusion

Class Counsel's success in bringing this litigation to a successful conclusion is perhaps the best indicator of the experience and ability of the attorneys involved. *In re AremisSoft Corp. Sec. Litig.*, 210 F.R.D. 109, 132 (D.N.J. 2002) ("The single clearest factor reflecting the quality of the class counsels' services to the class are the results obtained."). The quality of the work that has been presented to the Court, the undersigned believe, speaks for itself. Facing the risk of further litigation, as discussed above, Class Counsel delivered a significant benefit to the Settlement Class in the face of numerous potentially fatal obstacles.

The fact that a case settles as opposed to proceeding to trial "in and of itself, is never a factor that the district court should rely upon to reduce a fee award. To do so would penalize efficient counsel, encourage costly litigation, and potentially discourage able lawyers from taking such cases." *Gunter*, 223 F.3d at 198. Further, Class Counsel invested significant time and worked for several years to achieve the Settlement. *See Cecchi Decl.* ¶¶ 3-16.

In addition, Class Counsel has substantial experience litigating large-scale class actions and multidistrict litigations,⁸ and the Settlement Agreement is an extremely favorable resolution for the Settlement Class Members given the attendant risks of continued litigation.

The quality and vigor of opposing counsel is also relevant in evaluating the quality of the services rendered by Class Counsel. *See, e.g., In re Ikon Office Sol., Inc. Sec. Litig.*, 194 F.R.D. 166, 194 (E.D. Pa. 2000); *In re Warner Comm'ns Sec. Litig.*, 618 F. Supp. 735, 749 (S.D.N.Y. 1985) (“The quality of opposing counsel is also important in evaluating the quality of plaintiffs’ counsels’ work.”); *Shaw v. Toshiba Am. Info. Sys., Inc.*, 91 F. Supp. 2d 942, 970 (E.D. Tex. 2000). Both sides litigated this case aggressively and professionally. Defendants were ably represented by counsel from Shook, Hardy & Bacon, LLP, who are highly experienced and seasoned attorneys known for success in civil litigation matters, specifically including automobile-related litigation.

Class Counsel’s ability to obtain the Settlement for the Class in the face of a formidable opponent further confirms the high quality of Class Counsel’s representation. Accordingly, Class Counsel respectfully submits that the third

⁸ Class Counsels’ firm resumes were submitted in connection with the Motion for Preliminary Approval at ECF 111-4 to -6 (Exhs. B-D).

Gunter factor, the skill and efficiency of the attorneys involved, strongly supports their application.

4. The complexity and duration of the litigation

The fourth *Gunter* factor is intended to capture “the probable costs, in both time and money, of continued litigation.” *In re Gen. Motors*, 55 F.3d at 812 (quoting *Bryan v. Pittsburgh Plate Glass Co.*, 494 F.2d 799, 801 (3d Cir. 1974)). Plaintiffs here faced considerable legal and factual hurdles absent settlement. “[E]ven [though] Plaintiffs’ Amended Complaint survived Defendants’ motions to dismiss, their case would have faced additional legal and factual hurdles on summary judgment, at trial, and potentially on appeal.” *In re Ocean Power Techs., Inc.*, 2016 WL 6778218, at *28 (D.N.J. Nov. 15, 2016) (citation omitted). Continued litigation likely would have been very costly for both parties. Even if Plaintiffs would have recovered a large judgment at trial on behalf of the Settlement Class Members, their actual recovery would likely be postponed for years. There is also the possibility that Plaintiffs would recover nothing. The Settlement secures a recovery for the Settlement Class now, rather than the “speculative promise of a larger payment years from now.” *In re Viropharma Inc. Sec. Litig.*, 2016 WL 312108, at *16. Thus, the fourth *Gunter* factor supports approval.

5. Class Counsel undertook risk of non-payment

Class Counsel undertook this action on an entirely contingent fee basis, assuming a substantial risk that the litigation would yield no, or very little, recovery and leave them uncompensated for their time as well as for their substantial out-of-pocket expenses. Courts across the country have consistently recognized that the risk of receiving little or no recovery is a major factor in considering an award of attorneys' fees. *See, e.g., Warner Comm'ns*, 618 F. Supp. at 747-49 (citing cases).

As one court stated:

Counsel's contingent fee risk is an important factor in determining the fee award. Success is never guaranteed and counsel faced serious risks since both trial and judicial review are unpredictable. Counsel advanced all of the costs of litigation, a not insubstantial amount, and bore the additional risk of unsuccessful prosecution.

In re Prudential-Bache Energy Income P'ships Sec. Litig., 1994 WL 202394, at *6 (E.D. La. May 18, 1994); *see also In re Ocean Power Techs., Inc.*, 2016 WL 6778218, at *28 ("Courts across the country have consistently recognized that the risk of receiving little or no recovery is a major factor in considering an award of attorneys' fees.") (citation omitted); *In re Schering-Plough Corp. Enhance ERISA Litig.*, 2012 WL 1964451, at *7 (D.N.J. 2012) ("Courts routinely recognize that the risk created by undertaking an action on a contingency fee basis militates in favor of approval.") (citations omitted). Class Counsel have litigated this case for more than three years without pay and have shouldered the risk that the litigation would yield

little to no recovery. Despite the litigation risks, Class Counsel were able to forge a resolution that provides significant relief to the Class. Thus, there is no doubt that Class Counsel undertook a significant risk here and the fee award, respectfully, should reflect that risk. Accordingly, the fifth *Gunter* factor supports approving the attorneys' fees request.

6. Class Counsel devoted significant time to this case

The sixth *Gunter* factor looks at counsel's time devoted to the litigation. *Gunter*, 223 F.3d at 199. Since this case began, 6,722.50 hours of attorney and other professional or paraprofessional time were expended on this case. Cecchi Decl. ¶¶ 30-35. This includes, *inter alia*: the time spent in the initial factual investigation of the case, consultation with experts in the field, and interviewing clients about their experiences; researching complex issues of law; preparing and filing the initial and Amended Complaints; responding to Defendants' comprehensive Motions to Dismiss, which entailed further consultations with experts; drafting discovery requests; negotiating numerous discovery disputes through extensive meet and confers with Defendants; collecting documents for Plaintiffs and responding to written discovery; reviewing tens of thousands of pages of documents produced by Defendants, some translated from German; hard-fought settlement negotiations; documenting the Settlement; researching and briefing issues relating to the preliminary approval of the Settlement; working with the Settlement Administrator

to effectuate Notice; and responding to Class Member inquiries. *Id.* ¶ 33. These hours are reasonable for a complex class case like this one. Further, Class Counsel’s submission today does not include time to be spent going forward—both in preparing and presenting arguments on final approval, defending the Settlement from any appellate or other attacks that may result, and assisting Class Members with further inquiries and the claims process. Thus, the sixth *Gunter* factor also weighs in favor of approving the attorneys’ fees request.

7. Awards in similar cases

“To address this factor, the Court should (1) compare the actual award requested to awards in comparable settlements, and (2) ensure that the award is consistent with what an attorney would have likely received if the fee was negotiated on the open market.” *McGowan v. CFG Health Network, LLC*, 2024 WL 1340329, at *14 (D.N.J. Mar. 28, 2024) (citing *Dewey*, 728 F. Supp. 2d at 604).

As to the first factor, the actual award requested of \$4,000,000 is below awards approved in similar cases. *See, e.g., In re Volkswagen & Audi Warranty Extension Litig.*, 692 F.3d 4, 22 (1st Cir. 2012) (in engine defect case, circuit court directed lower court on remand to use “the base lodestar figure of \$7,734,000” for calculating fees for class counsel where settlement offered, among other benefits, payment for engine repair or replacement costs and warranty extension for vehicles); *Lou v. Am. Honda Motor Co., Inc.*, 2025 WL 1359067 (N.D. Cal. May 9, 2025)

(awarding \$9.5M in fees and expenses where settlement involved 2004-2009 Acura vehicles that had defective “HandsFreeLink” Bluetooth system that resulted in excessive electric drain); *Cohen v. Subaru of Am., Inc.*, No. 1:20-CV-08442-CPO-AMD, ECF No. 260 (D.N.J. Dec. 10, 2024) (awarding fees and costs of \$15.5M in case involving fuel pump defect); *Opheim v. Volkswagen Aktiengesellschaft*, Civ. No. 20-cv-2483-SDA, ECF No. 185 (awarding fees, costs, and service awards for a total of \$5,000,000); *Cheng v. Toyota Motor Corp.*, 1:20-cv-00629-JRC (E.D.N.Y. Dec. 20, 2022), ECF No. 192, at 11, 15-16 (granting attorneys’ fee award of \$28,500,000 in similar settlement, which resolved claims related to Denso fuel pumps in certain 2013-2020 Toyota and Lexus vehicles); *In re Mercedes-Benz Emissions Litig.*, 2021 WL 7833193, at *11-16 (D.N.J. Aug. 2, 2021) (awarding fees of \$80 million in nationwide settlement where fees were paid by Mercedes defendants in addition to the compensation to class and case involved allegations that defendants mislead consumers about environmental impact of emissions from diesel vehicles); *In re Volkswagen Timing Chain Prod. Liab. Litig.*, 2018 WL 11413299 (D.N.J. Dec. 14, 2018) (awarding \$8,650,000 in fees and expenses related to litigation involving certain 2009-2012 model year Volkswagen and Audi vehicles with defective timing chain systems); *Dewey v. Volkswagen of Am.*, 909 F. Supp. 2d 373, 390-94, 400 (D.N.J. 2012) (granting attorney fees of \$9,207,248.19 where settlement involved Volkswagen and Audi automobiles with allegedly defectively

designed sunroofs that leaked and primary claim was for breach of express warranty), *aff'd*, 558 F. App'x 191 (3d Cir. 2014); *Vaughn v. Am. Honda Motor Co.*, 627 F. Supp. 2d 738, 750-51 (E.D. Tex. 2007) (granting adjusted lodestar of \$9,500,000 where proposed settlement provides class members with lease and warranty extensions based on defective odometer claim); *Weiss v. Mercedes-Benz of N. Am.*, 899 F. Supp. 1297, 1304 (D.N.J. 1995) (fee award of \$11,250,000 was fair and reasonable in class action settlement involving allegations of vibration in automobile's steering system).

The second part of the analysis addresses whether the requested fee is consistent with a privately negotiated contingent fee in the marketplace for comparable litigation. *Lincoln Adventures LLC v. Those Certain Underwriters at Lloyd's, London Members*, 2019 WL 4877563, at *8 (D.N.J. Oct. 3, 2019) (citing *In re Remeron Direct Purchaser Antitrust Litig.*, 2005 WL 3008808, at *16 (D.N.J. Nov. 9, 2005)). As explained above, Class Counsel used their standard hourly rates, which they regularly use in complex class action matters, to calculate the lodestar amount. *See* Cecchi Decl. ¶¶ 31-32, 34; *id.* Exhs. A-C. These hourly billable rates are consistent with hourly rates routinely approved by this Court in complex class action litigation. *See supra* at II.B, n.5 (citing cases).

The totality of the *Gunter* factors strongly weighs in favor of approving the fee award. In sum, for all the reasons stated above, the requested fee by Class Counsel is fair and reasonable under the lodestar method.

D. The Settlement Class Representative service awards should be approved.

Service awards for class representatives promote the public policy of encouraging individuals to undertake the responsibility of representative lawsuits. The efforts of the Settlement Class Representatives were instrumental in achieving the Settlement on behalf of the Settlement Class and justify the awards requested here. The Settlement Class Representatives came forward to prosecute this litigation for the benefit of the class as a whole. They successfully sought to remedy a widespread wrong and have conferred valuable benefits upon their fellow Class Members. The Settlement Class Representatives provided a valuable service to the class by: (a) providing information and input in connection with the drafting of the Complaints; (b) overseeing the prosecution of the litigation; (c) participating in discovery; (d) agreeing to make their Class Vehicles available for inspection; (e) consulting with counsel during the litigation; and (f) offering advice and direction at critical junctures, including the settlement of the litigation. Cecchi Decl., ¶ 39. A \$2,500 service award for each of the Settlement Class Representatives in recognition of their services to the Settlement Class is modest under the circumstances, and well in line with awards approved by federal courts in New Jersey and elsewhere. *In re*

Volkswagen Timing Chain Prod. Liab. Litig., 2018 WL 11413299 (awarding class representatives \$2,500 service awards under similar circumstances to the present matter); *Opheim*, Civ. No. 20-cv-2483-SDA, ECF No. 185 (same); *Sherrod*, Civ. No. 22-cv-1537-JSA (D.N.J.), ECF No. 122 (same); *Bernhard v. TD Bank, N.A.*, 2009 WL 3233541, at *2 (D.N.J. 2009) (“Courts routinely approve incentive awards to compensate named plaintiffs for services they provided and the risks they incurred during the course of the class action litigation.”) (quoting *Cullen v. Whitman Med. Corp.*, 197 F.R.D. 136, 145 (E.D. Pa. 2000)); *McGee v. Cont’l Tire N. Am., Inc.*, 2009 WL 539893, at *18 (D.N.J. Mar. 4, 2009) (quoting *In re Lorazepam & Clorazepate Antitrust Litig.*, 205 F.R.D. 369, 400 (D.D.C. 2002)) (“Incentive awards are ‘not uncommon in class action litigation and particularly where . . . a common fund has been created for the benefit of the entire class.’”); *In re Am. Invs. Life Ins. Co. Annuity Mktg. & Sales Pracs. Litig.*, 263 F.R.D. 226, 245 (E.D. Pa. 2009) (awarding representative plaintiffs incentive payments in the amounts of \$10,500 and \$5,000, for a total of \$115,000, finding those amounts to be “reasonable compensation considering the extent of the named plaintiffs’ involvement and the sacrifice of their anonymity”); *Bezio v. Gen. Elec. Co.*, 655 F. Supp. 2d 162, 168 (N.D.N.Y. 2009) (incentive awards in the amount of \$5,000 each are “within the range of awards found acceptable for class representatives”). Plaintiffs and Class

Counsel respectfully request that the service awards provided for in Section IX(C)(2) of the Settlement Agreement be approved.

E. Class Counsel's expenses are reasonable and should be approved.

In addition to being entitled to reasonable attorneys' fees, prevailing Plaintiffs' attorneys are "entitled to reimbursement of reasonable litigation expenses." *See, e.g., Carroll v. Stettler*, 2011 U.S. Dist. LEXIS 121185, at *26 (E.D. Pa. Oct. 19, 2011) (citing *In re Gen. Motors*, 55 F.3d at 820 n.39); *see also In re Safety Components, Inc. Sec. Litig.*, 166 F. Supp. 2d 72, 108 (D.N.J. 2001) ("Counsel for a class action is entitled to reimbursement of expenses that were adequately documented and reasonably and appropriately incurred in the prosecution of the class action.") (citing *Abrams v. Lightolier, Inc.*, 50 F.3d 1204, 1225 (3d Cir. 1995)).

Class Counsel's out-of-pocket expenses incurred in this litigation currently total \$91,518.59. Cecchi Decl. ¶ 38. The expenses are of the type typically billed by attorneys to paying clients in the marketplace and include such costs as copying fees, computerized research, travel in connection with this litigation, expert fees, and other discovery expenses. All the expenses were reasonable and necessary for the successful prosecution of this case and should be approved. In addition, Class Counsel will incur additional expenses on this case in the future, including working with JND Legal Administration (the Claims Administrator), communicating with Settlement Class Members, and attending the Final Approval Hearing. Class

Counsel respectfully requests that the Court approve reimbursement of the \$91,518.59 in expenses.

CONCLUSION

Because the requested award of attorneys' fees of \$4,000,000.00, which includes the reimbursement of \$91,518.59 in expenses, and Plaintiffs' \$2,500 service awards, are reasonable and justified, Plaintiffs respectfully request that the Court approve them.

Dated: June 16, 2025

Respectfully submitted,

**CARELLA, BYRNE, CECCHI,
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s/ James E. Cecchi

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**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

BEATRIZ TIJERINA, DAVID
CONCEPCIÓN, GINA APRILE,
THERESA GILLESPIE, TALINA
HENDERSON, DIANA FERRARA,
LAUREN DALY, SHANE
MCDONALD, KASEM CUROVIC,
CHRISTA CALLAHAN, ERICA
UPSHUR, JOHNNIE MOUTRA,
JENNIFER TOLBERT, DEREK
LOWE, PHILLIP HOOKS, and DELIA
MASONE, Individually and on behalf
of All Others Similarly Situated,

Plaintiffs,

vs.

VOLKSWAGEN GROUP OF
AMERICA, INC.
and VOLKSWAGEN
AKTIENGESELLSCHAFT,

Defendants.

Civil Action No. 2:21-cv-18755-BRM-LDW

**DECLARATION OF JAMES E. CECCHI
IN SUPPORT OF UNOPPOSED MOTION FOR ATTORNEYS' FEES,
REIMBURSEMENT OF EXPENSES, AND CLASS REPRESENTATIVE
SERVICE AWARDS**

I, JAMES E. CECCHI, declare pursuant to 28 U.S.C. § 1746 under the penalties of perjury as follows:

1. I am a Member of Carella, Byrne, Cecchi, Brody & Agnello, P.C. ("Carella Byrne"), counsel of record for Plaintiffs in this Action. I make this declaration in support of Plaintiffs' Motion for Attorneys' Fees, Reimbursement of

Expenses, and Class Representative Service Awards, in order to place certain documents and facts before the Court.

2. I have personal knowledge of the matters pertaining to this action, including the negotiations that produced this Settlement¹ and am competent to testify with respect thereto. I respectfully submit that the request for an award of attorneys' fees and expenses is reasonable and supported by the facts and the law and should be granted in all respects.

3. Class Counsel has devoted substantial time and advanced funds necessary to prosecute this case with no assurance of compensation or repayment. To date, Class Counsel has not been paid for its efforts in this case or reimbursed for any out-of-pocket expenses incurred in relation to the case.

Investigation of Claims and Discovery

4. Prior to filing the initial Complaint, and as part of the continued investigation for the amended pleading, Class Counsel conducted a thorough investigation into the claims and allegations, including working with consulting experts to understand the alleged defect, testing both bench and captain's seat configurations, and identifying the kinds of facts that would be known to Defendants in the development and production of the Class Vehicles.

¹ Unless otherwise indicated, capitalized terms have the meanings given to them in the Settlement Agreement. *See* SA, § I.

Litigation and Settlement History

5. Plaintiffs filed the initial complaint on October 15, 2021, naming VWGoA and Volkswagen AG (“VWAG”) as defendants.

6. VWGoA filed a motion to dismiss on January 14, 2022, ECF 22, and in response, Plaintiffs amended the complaint on February 25, 2022, naming Volkswagen Group of America Chattanooga Operations, LLC (“VWCOL”) as an additional defendant. ECF 26.

7. VWGoA filed its motion to dismiss the Amended Complaint in April 2022 (ECF 32), VWCOL filed a motion to dismiss in May 2022 (ECF 38), and VWAG filed its motion to dismiss in July 2022 (ECF 52). Plaintiffs opposed these motions.

8. The Court issued an opinion granting in part and denying in part the motions to dismiss on October 19, 2023. ECF 92.

9. As the vast majority of Plaintiffs’ claims survived with respect to Defendants VWAG and VWGoA, Plaintiffs chose not to amend further and Defendants VWAG and VWGoA answered on January 19, 2024. ECF Nos. 100, 101. VWCOL was dismissed from the Action.

10. Discovery was not stayed while motions to dismiss were pending. The Court set an Initial Conference for May 24, 2022 and ordered discovery to commence. ECF Nos. 33, 42.

11. The Parties negotiated a confidentiality order and an ESI protocol and engaged in numerous meet and confers to identify custodians, sources, and search terms.

12. Defendants produced 33,552 documents containing 70,111 total pages (a number of which were in German, requiring translation) which Plaintiffs reviewed.

13. Plaintiffs subpoenaed a third party, Adient, the manufacturer of the second row seats, and worked with liability and damages experts, in part, to understand the documentary evidence produced by Defendants and Adient.

14. Class Counsel attended the inspections conducted by Defendants of certain Named Plaintiffs' vehicles and additionally worked with experts to perform testing on bench and captain's chair seats from Atlas vehicles.

15. Class Counsel, working with their respective clients, prepared written responses and produce documents in response to Defendants' 52 Requests for Production of Documents and 21 Interrogatories directed at each Named Plaintiff.

16. Throughout the litigation, Class Counsel also continued to monitor the NHTSA website and other public sources for relevant updated information, and conferred extensively with their automotive expert to further refine their understanding of the alleged seat defect.

17. Based on this accumulated knowledge, Plaintiffs developed an understanding of the nature of the alleged defect, its modes of failure, and, as is relevant to the Settlement, the kinds of benefits that should be provided and the relative strengths and weaknesses of the claims and defenses.

18. Towards the end of 2023, after the Parties had an opportunity to consider the Court's rulings on the Motions to Dismiss and after Plaintiffs completed their initial review of Defendants' documents to identify fact deponents, and were on the verge of noticing depositions, the Parties began settlement negotiations. At that point, Plaintiffs suspended further discovery to direct their efforts and resources towards settlement.

19. Starting in November 2023, the Parties exchanged term sheets and negotiated vigorously and at arms'-length for over seven months to reach agreement on the terms and conditions set forth in the Settlement Agreement. The Settlement Agreement was fully executed by Plaintiffs in July 2024.

20. Only after the Parties reached agreement on the material terms of the Settlement did they begin discussion of reasonable attorneys' fees, costs and class representative service awards. The Parties met over videoconference with experienced JAMS mediator Bradley Winters on September 10, 2024 and continued discussions for several days thereafter until reaching agreement on the amount of 's reasonable attorneys' fees and costs to be paid by Defendant.

21. On November 11, 2024, Plaintiffs filed a motion for preliminary approval of the Settlement, which the Court granted on February 10, 2025. ECF No. 112.

Settlement Relief to the Class

22. There are 459,202 Class Vehicles.

23. There are 644,167 Settlement Class Members.

24. The Settlement Agreement provides both forward and backward-looking relief for eligible Settlement Class Members as well as important non-monetary benefits.

25. Under the Settlement's Warranty Extension, VWGoA will extend the original New Vehicle Limited Warranty ("NVLW") for all Settlement Class Vehicles to cover 100% of the cost of repair or replacement, by an authorized Volkswagen dealer, of a failed or malfunctioned 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"). SA § II.B. The Warranty Extension is available to current owners and lessees of Settlement Class Vehicles without the need to submit claims.

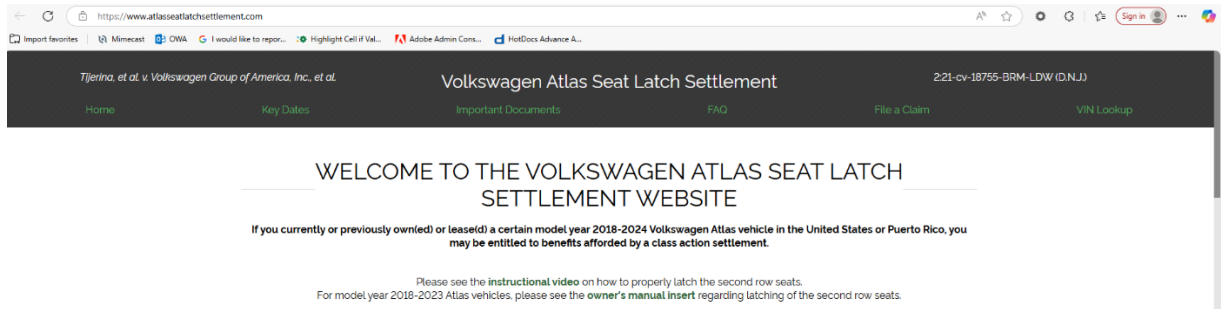
26. Settlement Class Members are also eligible to file a claim for 100% reimbursement of the cost (parts and labor) of one repair or replacement of a failed

or malfunctioned second row seat latching mechanism that was performed by an authorized Volkswagen dealership and paid for prior to the Notice Date and within 100,000 miles from the vehicle's In-Service Date. SA § II.C.1. For repairs performed at repair facilities that are not authorized Volkswagen dealers, Settlement Class Members can be reimbursed up to a maximum of \$645 for a repair or replacement of the seat latch and/or seat latch cover or up to \$1,700 for a repair or replacement of the second row seat and/or the second row seat frame. *Id.*

27. In addition to the foregoing benefits, as part of the Settlement, VWGoA produced an invaluable instructional video that is publicly available on VWGoA's website, www.VW.com, on the "Resources & Tutorials" page for each model year Class Vehicle, and there is a direct link to the video on the Settlement website, demonstrating how to latch the second row seat in Settlement Class Vehicles properly and how to check to confirm that the second row seat has been properly latched.

28. Finally, Settlement Class Members who currently own or lease certain model year 2018-2023 Settlement Class Vehicles received an updated insert for their Owner's Manuals, included with the Class Notice and which is also available on www.VW.com and on the Settlement website, which contains the same updated warnings and instructions in the current 2024 model year Owner's Manual.

29. Below is a true and accurate copy of the top portion of the home page of the Settlement website, dated June 16, 2025, showing the hyperlinks (in green) to the instruction video and Owner's Manual insert:



Lodestar Reporting

30. The proposed Settlement is the result of over three years of hard-fought litigation and over seven months of informed, good faith, arm's-length negotiations among experienced counsel.

31. Class Counsels' respective declarations supporting their lodestar reporting are attached hereto as Exhibits A (Carella Byrne), B (Seeger Weiss), and C (Hagens Berman). The schedules contained in Exhibits A-1, B-1, and C-1 to the declarations are summaries indicating the amount of time spent by each firm who was involved in the Action, and the lodestar calculation based on current billing rates. The schedules were prepared from contemporaneous daily time records regularly prepared and maintained by Class Counsel, which are available at the request of the Court.

32. The hourly rates for attorneys and professional support staff included in Exhibits A-1, B-1, and C-1 are the same as the regular rates that would be charged for their services in non-contingent matters and/or which have been accepted in other class action litigation.

33. The total number of hours expended on this Action from the inception to date is 6,722.50. The total lodestar for this period is \$4,698,452.50. This includes, *inter alia*: the time spent in the initial factual investigation of the case, consultation with experts in the field, and interviewing clients about their experiences; researching complex issues of law; preparing and filing the initial and Amended Complaints; responding to Defendants' comprehensive Motions to Dismiss, which entailed further consultations with experts; drafting discovery requests; negotiating numerous discovery disputes through extensive meet and confers with Defendants; collecting documents for Plaintiffs and responding to written discovery; reviewing tens of thousands of pages of documents produced by Defendants, some translated from German; hard-fought settlement negotiations; documenting the Settlement; researching and briefing issues relating to the preliminary approval of the Settlement; working with the Settlement Administrator to effectuate Notice; and responding to Class Member inquiries.

34. These lodestar figures are based on the firms' billing rates, which rates do not include charges for expense items. Expense items are billed separately, and such charges are not duplicated in counsel's billing rates.

35. A summary of the lodestar reporting is set forth below for the Court's convenience:

Firm	Hours	Lodestar
Carella, Byrne, Cecchi, Brody & Agnello, P.C.	4,645.30	\$3,237,300.00
Seeger Weiss LLP	875.10	\$795,522.50
Hagens Berman Sobol Shapiro LLP	1202.1	\$665,630.00
TOTAL:	6,722.50	\$4,698,452.50

Expense Reporting

36. In connection with this Action, Class Counsel seeks reimbursement of certain out-of-pocket expenses that were reasonably incurred by the firms in the Action.

37. As detailed in the schedules attached to Exhibits A (A-2), B (B-2), and C (C-2), Class Counsel has incurred a total of \$91,518.59 in unreimbursed expenses in connection with the prosecution of this Action. These expenses are reflected on Class Counsel's books and records prepared from expense vouchers, check records,

and other source materials and are an accurate record of the expenses incurred. The expenses were reasonably incurred in prosecuting the Action.

38. A summary of the expense reporting is set forth below for the Court's convenience:

Firm	Expenses
Carella, Byrne, Cecchi, Brody & Agnello, P.C.	\$43,429.37
Seeger Weiss LLP	\$20,653.54
Hagens Berman Sobol Shapiro LLP	\$27,435.68
TOTAL:	\$91,518.59

Class Representatives

39. In my opinion, the efforts of the fifteen Settlement Class Representatives were instrumental in achieving the Settlement on behalf of the Class and justify \$2,500 awards for each requested here. The Settlement Class Representatives came forward to prosecute this litigation for the benefit of the class as a whole. They sought successfully to remedy a widespread wrong and have conferred valuable benefits upon their fellow Class Members. The Settlement Class Representatives provided a valuable service to the class by: (a) providing information and input in connection with the drafting of the Complaints; (b) overseeing the prosecution of the litigation; (c) participating in discovery; (d)

agreeing to make their Class Vehicles available for inspection; (e) consulting with counsel during the litigation; and (f) offering advice and direction at critical junctures, including the Settlement of the litigation.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on June 16, 2025, in Roseland, New Jersey.

/s/ *James E. Cecchi*
James E. Cecchi

EXHIBIT A

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

BEATRIZ TIJERINA, DAVID
CONCEPCIÓN, GINA APRILE,
THERESA GILLESPIE, TALINA
HENDERSON, DIANA FERRARA,
LAUREN DALY, SHANE MCDONALD,
KASEM CUROVIC, CHRISTA
CALLAHAN, ERICA UPSHUR,
JOHNNIE MOUTRA, JENNIFER
TOLBERT, DEREK LOWE, PHILLIP
HOOKS, and DELIA MASONE,
Individually and on behalf of All Others
Similarly Situated,

Plaintiffs,

vs.

VOLKSWAGEN GROUP OF AMERICA,
INC.
and VOLKSWAGEN
AKTIENGESELLSCHAFT,

Defendants.

Case No.: 2:21-cv-18755-BRM-LDW

**DECLARATION OF JAMES E.
CECCHI IN SUPPORT OF
PLAINTIFFS' MOTION FOR
AWARD OF ATTORNEYS' FEES,
REIMBURSEMENT OF EXPENSES,
AND PLAINTIFFS' SERVICE
AWARDS**

I, James E. Cecchi, declare and state as follows:

1. I am a Member of Carella Byrne Cecchi Brody Agnello, P.C. and part of the Co-Lead Counsel team for Plaintiffs in this case. This Declaration is based on my personal knowledge, and if called upon to do so, I could and would testify competently thereto.

2. As of June 5, 2025, my firm has spent 4,645.30 hours working on this matter. The total lodestar amount for this work is \$3,237,300.00. Exhibit 1 provides

the hours billed and lodestar associated with each biller at current rates. The work performed and reflected in Exhibit 1 was reasonable and necessary to the prosecution and settlement of this case.

3. As of June 5, 2025, my firm has incurred \$43,429.37 in expenses working on this matter. The expenses incurred by Carella Byrne in the Action are reflected in the books and records of my firm. These books and records are prepared from expense vouchers, check records, and other source materials, and are an accurate record for the expenses incurred. These expenses were reasonably incurred in the prosecution of the case and consist of those itemized in Exhibit 2.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on June 16, 2025, in Roseland, New Jersey.

/s/ James E. Cecchi
James E. Cecchi

EXHIBIT 1

In re Tijerina, et al., v.
Volkswagen Aktiengesellschaft, LLC, et al.
 No. 2:21-cv-18755-BRM-LDW
 Carella, Byrne, Cecchi, Brody & Agnello, P.C.
 Inception through June 5, 2025

<i>NAME</i>		<i>HOURS</i>	<i>RATE</i>	<i>LODESTAR</i>
Cecchi, James	P	32.90	\$1,300.00	\$42,770.00
Ecklund, Donald	P	20.30	\$1,000.00	\$20,300.00
Bower, Zach	P	639.50	\$950.00	\$607,525.00
Bartlett, Caroline	P	765.80	\$975.00	\$746,655.00
Innes, Michael	P	1.30	\$950.00	\$1,235.00
Cooper, Kevin	P	9.00	\$725.00	\$6,525.00
O'Brien, James	OC	90.10	\$975.00	\$87,847.50
Jacobs, Zach	A	52.70	\$950.00	\$50,065.00
Tyson, Steve	A	929.60	\$550.00	\$511,280.00
Steele, Jordan	A	530.90	\$600.00	\$318,540.00
O'Toole, Brian	A	458.90	\$600.00	\$275,340.00
Fonte, Francesca	A	980.00	\$550.00	\$539,000.00
Paralegals				
Falduto, Jeff	PL	6.60	\$225.00	\$1,485.00
Tempesta, Laura	PL	46.90	\$225.00	\$10,552.50
Rago, Mary Ellen	PL	2.90	\$225.00	\$652.50
Kinneary, Kristine	PL	4.40	\$225.00	\$990.00
Maclane, Dan	PL	1.10	\$225.00	\$247.50
Eicher, Lauren	PL	3.60	\$225.00	\$810.00
Hussaini, S.	PL	13.50	\$225.00	\$3,037.50
Petracco, Francis	PL	17.10	\$225.00	\$3,847.50
Manory, William	PL	11.50	\$225.00	\$2,587.50
Flitsanov, Emil	PL	4.70	\$225.00	\$1,057.50
Razzaq, Zanib	PL	22.00	\$225.00	\$4,950.00
TOTAL		4,645.30		\$3,237,300.00

(P) Partner

(A) Associate

(OC) Of Counsel

EXHIBIT 2

In re Tijerina, et al., v.
Volkswagen Aktiengesellschaft, LLC, et al.
 No. 2:21-cv-18755-BRM-LDW
 Carella, Byrne, Cecchi, Brody & Agnello, P.C.
 Inception through June 5, 2025

<i>CATEGORY</i>		<i>AMOUNT</i>
Filing, Witness and Other Fees		\$1,513.10
Transportation, Hotels & Meals		\$5,985.20
Postage		14.69
Messenger, Overnight Delivery		\$2,553.17
Court Hearing Transcripts and Deposition Reporting, Transcripts and Videography		
Experts/Consultants/Investigators		\$7,452.20
Top Class Action	\$7,000.00	
Guaranteed Subpoena Services, Inc.	\$452.20	
Photocopies (Outside)		\$41.88
Online Legal and Financial Research		
Litigation Fund Contribution		\$20,000.00
Mediation Fees (JAMS)		\$5,869.13
<i>TOTAL</i>		<i>\$43,429.37</i>

EXHIBIT B

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

BEATRIZ TIJERINA, DAVID
CONCEPCIÓN, GINA APRILE,
THERESA GILLESPIE, TALINA
HENDERSON, DIANA FERRARA,
LAUREN DALY, SHANE MCDONALD,
KASEM CUROVIC, CHRISTA
CALLAHAN, ERICA UPSHUR,
JOHNNIE MOUTRA, JENNIFER
TOLBERT, DEREK LOWE, PHILLIP
HOOKS, and DELIA MASONE,
Individually and on behalf of All Others
Similarly Situated,

Plaintiffs,

vs.

VOLKSWAGEN GROUP OF AMERICA,
INC.
and VOLKSWAGEN
AKTIENGESELLSCHAFT,

Defendants.

Case No.: 2:21-cv-18755-BRM-LDW

**DECLARATION OF CHRISTOPHER
A. SEEGER IN SUPPORT OF
PLAINTIFFS' MOTION FOR
AWARD OF ATTORNEYS' FEES,
REIMBURSEMENT OF EXPENSES,
AND PLAINTIFFS' SERVICE
AWARDS**

I, Christopher A. Seeger, declare and state as follows:

1. I am a founding member of and partner in the law firm of Seeger Weiss LLP and part of the Co-Lead Counsel team for Plaintiffs in this case. This Declaration is based on my personal knowledge, and if called upon to do so, I could and would testify competently thereto.

2. As of May 31, 2025, my firm has spent 875.10 hours working on this matter. The total lodestar amount for this work is \$ 795,522.50. Exhibit 1 provides

the hours billed and lodestar associated with each biller at current rates. The work performed and reflected in Exhibit 1 was reasonable and necessary to the prosecution and settlement of this case.

3. As of May 31, 2025, my firm has incurred \$ 20,653.54 in expenses working on this matter. The expenses incurred by Seeger Weiss in the Action are reflected in the books and records of my firm. These books and records are prepared from expense vouchers, check records, and other source materials, and are an accurate record for the expenses incurred. These expenses were reasonably incurred in the prosecution of the case and consist of those itemized in Exhibit 2.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on 06/16/2025, in Ridgefield Park, New Jersey.

/s/ Christopher A. Seeger
Christopher A. Seeger

EXHIBIT 1

In re Tijerina, et al., v.
Volkswagen Aktiengesellschaft, LLC, et al.
No. 2:21-cv-18755-BRM-LDW
Seeger Weiss LLP
through May 31, 2025

<i>NAME</i>	<i>HOURS</i>	<i>RATE</i>	<i>LODESTAR</i>
Adam Isaacson	61.20	\$ 425.00	\$ 26,010.00
Alexandra Nieves	15.00	\$ 295.00	\$ 4,425.00
Charles Star	70.70	\$ 615.00	\$ 43,480.50
Christopher Ayers	289.20	\$ 1,175.00	\$ 339,810.00
Damian Vasquez	16.10	\$ 295.00	\$ 4,749.50
Danielle Ehret	12.50	\$ 425.00	\$ 5,312.50
David Tawil	19.40	\$ 985.00	\$ 19,109.00
Dion Kekatos	166.40	\$ 1,395.00	\$ 232,128.00
Hillary Fidler	36.30	\$ 725.00	\$ 26,317.50
Inna Sachko	0.40	\$ 425.00	\$ 170.00
Laura Muldowney	112.90	\$ 575.00	\$ 64,917.50
Lidia Pereira	23.40	\$ 295.00	\$ 6,903.00
Sabrina Tyjer	35.00	\$ 425.00	\$ 14,875.00
Scott George	2.60	\$ 1,075.00	\$ 2,795.00
Sealeiah Berry	3.00	\$ 425.00	\$ 1,275.00
Zachary Monte	11.00	\$ 295.00	\$ 3,245.00
<i>TOTAL</i>			<i>\$795,522.50</i>

EXHIBIT 2

In re Tijerina, et al., v.
Volkswagen Aktiengesellschaft, LLC, et al.
No. 2:21-cv-18755-BRM-LDW
Seeger Weiss LLP
through May 31, 2025

<i>CATEGORY</i>	<i>AMOUNT</i>
Transportation, Hotels & Meals	\$335.62
Messenger, Overnight Delivery	\$133.42
In-House Photocopies: (738 copies at \$0.25 per page)	\$184.50
Litigation Fund Contribution	\$20,000.00
<i>TOTAL</i>	<i>\$20,653.54</i>

EXHIBIT C

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

BEATRIZ TIJERINA, DAVID
CONCEPCIÓN, GINA APRILE,
THERESA GILLESPIE, TALINA
HENDERSON, DIANA FERRARA,
LAUREN DALY, SHANE MCDONALD,
KASEM CUROVIC, CHRISTA
CALLAHAN, ERICA UPSHUR,
JOHNNIE MOUTRA, JENNIFER
TOLBERT, DEREK LOWE, PHILLIP
HOOKS, and DELIA MASONE,
Individually and on behalf of All Others
Similarly Situated,

Plaintiffs,

vs.

VOLKSWAGEN GROUP OF AMERICA,
INC.
and VOLKSWAGEN
AKTIENGESELLSCHAFT,

Defendants.

Case No.: 2:21-cv-18755-BRM-LDW

**DECLARATION OF STEVE W.
BERMAN IN SUPPORT OF
PLAINTIFFS' MOTION FOR
AWARD OF ATTORNEYS' FEES,
REIMBURSEMENT OF EXPENSES,
AND CLASS REPRESENTATIVE
SERVICE AWARDS**

I, Steve W. Berman, declare and state as follows:

1. I am the Managing Partner of Hagens Berman Sobol Shapiro LLP and part of the Co-Lead Counsel team for Plaintiffs in this case. This Declaration is based on my personal knowledge, and if called upon to do so, I could and would testify competently thereto.

2. As of May 31, 2025, my firm has spent 1202.10 hours working on this matter. The total lodestar amount for this work is \$665,630.00. Exhibit 1 provides

the hours billed and lodestar associated with each biller at current rates. The work performed and reflected in Exhibit 1 was reasonable and necessary to the prosecution and settlement of this case.

3. As of May 31, 2025, my firm has incurred \$27,435.68 in expenses working on this matter. The expenses incurred by Hagens Berman in this Action are reflected in the books and records of my firm. These books and records are prepared from expense vouchers, check records, and other source materials, and are an accurate record for the expenses incurred. These expenses were reasonably incurred in the prosecution of the case and consist of those itemized in Exhibit 2.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on June 4, 2025, in Seattle, Washington.

/s/ Steve W. Berman
Steve W. Berman

EXHIBIT 1

In re Tijerina, et al., v.
Volkswagen Aktiengesellschaft, LLC, et al.
 No. 2:21-cv-18755-BRM-LDW
 Hagens Berman Sobol Shapiro LLP
 Inception through May 31, 2025

<i>NAME</i>		<i>HOURS</i>	<i>RATE</i>	<i>LODESTAR</i>
Steve Berman	P	13.80	1425.00	\$19,665.00
Craig Spiegel	P	74.50	1025.00	\$76,362.50
Stephanie Verdoia	A	280.40	475.00	\$133,190.00
Jeff Lang	SA	235.20	600.00	\$141,120.00
Zach Stump	SA	254.70	525.00	\$133,717.50
Sophia Chao	SA	244.70	500.00	\$122,350.00
Dianne Williams	CA	10.20	375.00	\$3,825.00
Paralegals				
Carrie Flexer		26.80	450.00	\$12,060.00
Nicolle Huerta		3.30	425.00	\$1,402.50
Shelby Taylor		4.60	375.00	\$1,725.00
Radha Kerzan		53.90	375.00	\$20,212.50
TOTAL		1202.10		\$665,630.00

(P) Partner

(A) Associate

(OC) Of Counsel

(SA) Staff Attorney

(CA) Contract Attorney

EXHIBIT 2

In re Tijerina, et al., v.
Volkswagen Aktiengesellschaft, LLC, et al.
 No. 2:21-cv-18755-BRM-LDW
 Hagens Berman Sobol Shapiro LLP
 Inception through May 31, 2025

<i>CATEGORY</i>		<i>AMOUNT</i>
Filing, Witness and Other Fees		\$104.23
Messenger, Overnight Delivery		\$307.99
Experts/Consultants/Investigators		\$3,350.00
Robson Forensic, Inc.	\$3,000.00	
ARCCA	\$350.00	
Photocopies		\$255.50
Outside:	\$0.00	
In-House: (1,022 copies at \$0.25 per page)	\$255.50	
Online Legal and Financial Research		\$3,417.96
Litigation Fund Contribution		\$20,000.00
<i>TOTAL</i>		<i>\$27,435.68</i>

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

BEATRIZ TIJERINA, DAVID CONCEPCIÓN,
GINA APRILE, THERESA GILLESPIE,
TALINA HENDERSON, DIANA FERRARA,
LAUREN DALY, SHANE MCDONALD,
KASEM CUROVIC, CHRISTA CALLAHAN,
ERICA UPSHUR, JOHNNIE MOUTRA,
JENNIFER TOLBERT, DEREK LOWE, PHILLIP
HOOKS, and DELIA MASONE, Individually and
on Behalf of All Others Similarly Situated,

Plaintiffs,

vs.

VOLKSWAGEN GROUP OF AMERICA, INC.,
and VOLKSWAGEN AKTIENGESELLSCHAFT,
Defendants.

Case No.: 2:21-cv-18755-BRM

DECLARATION OF LARA
JARJOURA ON SETTLEMENT
NOTICE ADMINISTRATION

I, **Lara Jarjoura**, declare and state as follows:

1. I am a Vice President at JND Legal Administration (“JND”). This Declaration is based on my personal knowledge, as well as upon information provided to me by experienced JND employees, and if called upon to do so, I could and would testify competently thereto.

2. JND is a legal administration services provider with its headquarters located in Seattle, Washington. JND has extensive experience in all aspects of legal administration and has administered settlements in hundreds of cases.

3. JND is serving as the Claim Administrator in the above-captioned matter, pursuant to the Court’s Order Granting Preliminary Approval of Class Action Settlement (“Order”) dated February 10, 2025.

4. I submit this Declaration to describe the implementation of the Class Notice Plan.¹

CAFA NOTICE

5. On November 22, 2024, JND mailed notice of the *Tijerina, et al. v. Volkswagen Group of America, Inc., et al.* Settlement to the United States Attorney General and to the appropriate officials in all 50 U.S. states, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands pursuant to the Class Action Fairness Act of 2005. JND has not received any objection or other contact from any Attorney General or other official with respect to this matter.

SETTLEMENT CLASS MEMBER DATA

6. Defendants provided JND with data that identified 459,202 unique Class Vehicle VINs. Using the Class Vehicle VIN data, JND staff worked with a third-party data aggregation service to acquire contact information for current and former owners and lessees of the Settlement Class Vehicles based on vehicle registration information from the state Departments of Motor Vehicles (“DMVs”) for all fifty states, Washington D.C. and Puerto Rico.

7. JND combined, analyzed, de-duplicated and standardized the data that it received from the Defendants and the DMVs to provide individual notice to virtually all Settlement Class Members. Through this process, JND identified 644,167 potential Settlement Class Members (including 527 Settlement Class Members who are current or former owners or lessees of 10 or more Settlement Class Vehicles).

8. JND promptly loaded the VINs and potential Settlement Class Member contact information into a case-specific database for the Settlement administration. A unique

¹ All capitalized terms not defined herein have the meanings given to them in the Class Settlement Agreement.

identification number was assigned to each Settlement Class Member record to identify them throughout the administration process.

9. JND performed address research using the United States Postal Service (“USPS”) National Change of Address (“NCOA”)² database to obtain the most current mailing address information for potential Settlement Class Members.

DIRECT MAIL NOTICE

10. On May 21, 2025, JND mailed the Court-approved Class Notice (“Notice”) to 644,167 Settlement Class Members. JND customized each Notice to include the potential Settlement Class Member’s name, address, and VIN. The Notice provided the URL of the Settlement Website and encouraged the potential Settlement Class Member to submit their Settlement Claim and to visit the Settlement website for more information. Each Notice included a blank Claim Form. For 256,539 Settlement Class Members who are current owners or lessees of model year 2018-2023 Settlement Class Vehicles with production dates prior to and including February 18, 2022, an Owner’s Manual Insert (“OM Insert”) was included with the Notice and Claim Form. The Notice, Claim Form, and OM Insert are attached as Exhibit A, Exhibit B, and Exhibit C, respectively.

11. For 527 potential Settlement Class Member who had 10 or more VINs associated with their name and address, JND sent the Notice and a cover letter advising them that they are associated with multiple Settlement Class Vehicles and asking them to contact the Settlement Administrator if they wish to file a bulk claim. Each Notice also included a blank Claim Form. For 164 potential Settlement Class Members who had 10 or more VINs associated with their name or address and who are current owners or lessees of at least one model year 2018-2023

² The NCOA database is the official USPS technology product that makes changes of address information available to mailers to help reduce undeliverable mail pieces.

Settlement Class Vehicles with production dates prior to and including February 18, 2025, an OM Insert was included with the Notice, Claim Form, and cover letter. The cover letter sent to potential Settlement Class Members who had 10 or more VINs associated with their name and address is attached as Exhibit D.

12. As of the date of this Declaration, JND has received 21,137 Notices returned as undeliverable. Of the 21,137 undeliverable Notices, 8,590 Notices were remailed to forwarding addresses provided by USPS. JND will continue to track all Notices returned undeliverable by the USPS and will promptly re-mail Notices that are returned with a forwarding address. In addition, JND will also take reasonable efforts to research and determine if it is possible to reach a Settlement Class Member for whom a Notice is returned without a forwarding address, either by mailing to a more recent mailing address or using available advanced address search tools to identify a new mailing address by which the potential Settlement Class Member may be reached.

SETTLEMENT WEBSITE

13. On May 21, 2025, JND established a dedicated settlement website (www.AtlasSeatLatchSettlement.com). The website hosts copies of important case documents, including the Class Settlement Agreement, Preliminary Approval Order, along with the Claim Form, Long Form Notice, and Owner's Manual Insert. The website also provides answers to frequently asked questions, key dates and deadlines, contact information for the Settlement Claim Administrator, and a link to an instructional video on how to properly latch the second row seats.

14. As of the date of this Declaration, the website has tracked 6,885 unique users with 9,582 page views. JND will continue to maintain the Settlement Website throughout the administration process.

15. JND also maintains an email address, info@AtlasSeatLatchSettlement.com (“Settlement Email Address”) that permits Settlement Class Members and other individuals to submit email inquiries to JND. As of the date of this Declaration, JND has handled 56 email communications received to the Settlement Email Address. JND will continue to maintain the Settlement Email Address throughout the Settlement administration process.

TOLL-FREE TELEPHONE NUMBER

16. On May 21, 2025, JND established a case-specific, dedicated toll-free telephone number (1-866-287-0739) for Settlement Class Members to obtain more information about the Settlement.

17. As of the date of this Declaration, the toll-free number has received 521 calls. JND will continue to maintain the toll-free number and assist Settlement Class Members through the Settlement administration process.

CLAIMS FOR REIMBURSEMENT

18. The Class Notice informed Settlement Class Members that anyone who wanted to participate in the Settlement must submit a Claim Form (online or postmarked) no later than August 4, 2025.

19. As of the date of this Declaration, JND has received 165 Claim Forms. JND will process and report to Counsel any Claim Forms that are received.

REQUESTS FOR EXCLUSION

20. The Class Notice informed Settlement Class Members that anyone who wanted to be excluded from the Settlement could do so by submitting a written request for exclusion (“opt-out”) to the Settlement Claim Administrator, class counsel and defense counsel, postmarked on or before July 7, 2025.

21. As of the date of this Declaration, JND has received four exclusion requests.

OBJECTIONS

22. The Class Notice informed Settlement Class Members that anyone who wanted to object to the Settlement could do so by submitting a written objection to the Court, postmarked or filed on or before July 7, 2025.

23. As of the date of this Declaration, JND is not aware of any objections.

I declare under penalty of perjury pursuant to the laws of the United States of America that the foregoing is true and correct.

Executed on June 16, 2025 at Seattle, Washington.



LARA JARJOURA

- EXHIBIT A -

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

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

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.

- EXHIBIT B -

Questions? Visit www.AtlasSeatLatchSettlement.com or call toll-free at 1-866-287-0739
To view JND's privacy policy, please visit <https://www.jndla.com/privacy-policy>

- (d) The name and address of the authorized Volkswagen dealership or non-dealer service facility that performed the Repair;
- (e) A description of the repair work performed (demonstrating that this was a repair covered under the Settlement) including the parts repaired/replaced and a breakdown of the parts and labor costs;
- (f) The vehicle's mileage at the time of the repair;
- (g) Proof of payment, including the amount paid, for the covered repair.

Total Dollar Amount Paid and Claimed For Repair:

\$

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(3) Answer the Following Question:

For the amount of the paid repair cost for which you are seeking to be reimbursed, did you receive any payment, credit, coverage, concession, or reimbursement for all or any part of that amount from any other source, including from Volkswagen, any warranty, maintenance program, goodwill, coupon or reduction, or other full or partial reimbursement or refund (for example, by any Volkswagen dealership or any insurance company, under any extended warranty or service contract, or by any other source)?

☐ Yes ☐ No

If you answered YES, list the total amount of the cost for which you received a payment, reimbursement, coverage, credit, or concession:

\$

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(4) Sign & Date:

All the information that I (we) supplied in this Claim Form is true and correct to the best of my (our) knowledge and belief, and this document is signed under penalty of perjury.

Signature

Date

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MM

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DD

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YYYY

This Claim Form and all required documents/paperwork must be submitted through www.AtlasSeatLatchSettlement.com by August 4, 2025, or mailed postmarked no later than August 4, 2025, to:

Volkswagen Atlas Seat Latch Settlement
c/o JND Legal Administration
P.O. Box 91123
Seattle, WA 98111

For more information, please view the Class Notice, call the Claims Administrator at 1-866-287-0739, or visit www.AtlasSeatLatchSettlement.com.

- EXHIBIT C -



Seats and head restraints Atlas

This supplement describes revisions that have been produced after publication of the Owner's Manual. The new text section replaces the section entitled "Third row seat entry assistance" in the following Owner's Manuals:

- 12.2017
- 08.2018
- 07.2019
- 01.2020
- 07.2020
- 01.2021
- 08.2021
- 01.2022
- 07.2022

Please refer to the other sections of the Owner's Manual for all other information, descriptions, and specifications for the operation and handling of your vehicle, such as information you should know regarding your personal safety and the safety of your passengers.

Seats and head restraints
Atlas
V1, R1, Supplement 1, en_US
Print status: 21.10.2024
English USA: 2024.10
Teile-Nr.: NA2012723SA



NA2012723SA

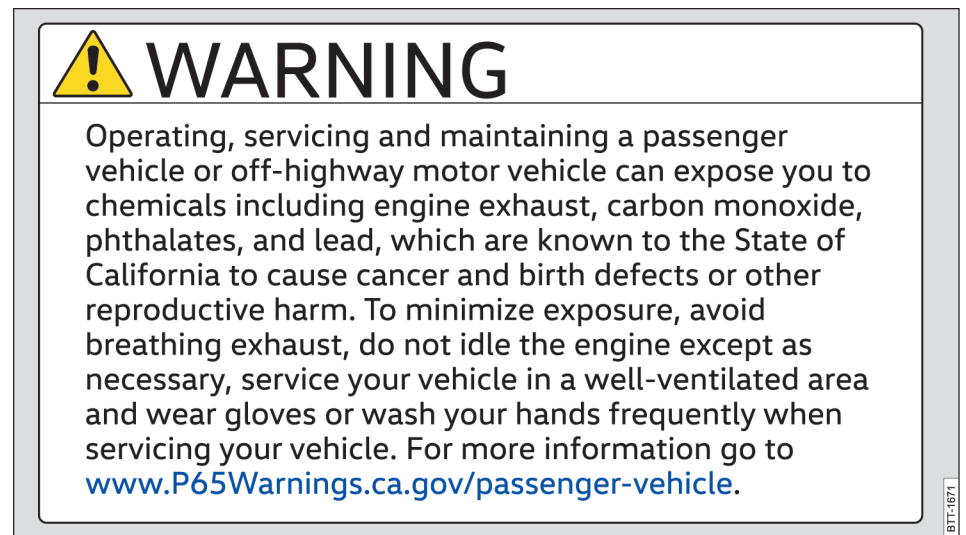


Fig. 1

Volkswagen AG works constantly to improve all of its products. Due to ongoing vehicle development, changes in design, equipment, and technology are possible at any time. The information regarding equipment, appearance, performance, dimensions, weights, standards, and functions of the vehicle is the information that was available at the time of the editorial deadline for this manual. Some of the equipment and functions may not be available until later or may be available only in certain countries. Contact your local authorized Volkswagen dealer or authorized Volkswagen Service Facility for more information.

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Third row seat entry assistance

To make it easier to enter and exit the third row seats in vehicles with seven seats, the outer seats in the second row can be folded forward.

Folding second row seats forward



Fig. 2 Second row seats: entry assistance controls.

1. Remove any objects from the footwell in the second row of seats → ⓘ.
2. Move the head restraints all the way down.
3. Push the release lever → fig. 2 forward in the direction of the arrow until the red marking is fully visible.
4. Fold the rear seat backrest forward.
The entire rear seat will fold forward and can be moved forward more → ⚠.
5. Enter and exit carefully → ⚠.

Folding the second row seats back

1. Move the rear seat all the way back.
2. Pull the release lever → fig. 2 and fold the rear seat backrest back into the upright position.

The entire rear seat will fold back → ⚠.

The rear seat must be latched securely. If the red marking on the lever → fig. 2 is still visible, the rear seat is not securely engaged.

Third row seat emergency exit function



Fig. 3 Second row seats: loop for third row seat emergency exit function.

If the release lever → fig. 3 is not working, for example after a collision, the seats in the second row can be folded forward by someone in the third row to make it easier to exit the third row → ⚠.

1. Pull the loop → fig. 3 back and fold the rear seat backrest forward.

The entire rear seat will fold forward → ⚠.

⚠ WARNING

Careless or unmonitored use of the entry assistance and the loop for the emergency exit function can result in accidents and serious injuries. If a seat is used without the backrest being locked in place, the passenger will move forward with the backrest in the event of sudden braking and driving maneuvers or a collision.

- Never use the entry assistance or the loop for the emergency exit function while driving.
- Ensure that the safety belt is not pinched or damaged when folding the rear seats back.
- Keep hands, fingers, feet, and other parts of the body out of the range of operation of the seat hinges and seat locking mechanism when folding the backrest forward and back.
- Floor mats or other objects can become caught in the hinges on the rear seat backrest or seat. This can prevent the rear seat backrest or rear seat from latching when folded into the upright position.
- Each rear seat backrest must always be locked in the upright position to ensure that the safety belts in the rear seats can provide the maximum protection.

- A red marking on the release lever → fig. 2 indicates that the rear seat backrest is not latched. The red marking must not be visible when the backrest is latched.
- Never allow people to sit in a rear seat if that rear seat backrest or the rear seat is folded forward or is not securely engaged.
- Never hold onto a folded-down seat in the second row of seats or support yourself on this when entering or exiting the vehicle.

⚠ WARNING

If child restraints are installed in all of the second row seats, it may not be possible for someone in the third row to fold the second row seats forward in the event of an accident. Passengers sitting in the third row seats will not be able to exit the vehicle by themselves or help themselves in an emergency.

- Never install child restraints on all seats in the second row if any passengers will be riding in the third row.

ⓘ NOTICE

When seats are being folded forward or back, the head restraints or cushions on the rear seat backrests could cause damage to the front seat backrests.

- Before folding the rear seat backrests forward or back, adjust the front seats so that the head restraints or cushions on the rear seat backrests do not bump against the front seats.

ⓘ NOTICE

Objects in the footwell in the second row can be damaged when the rear seat is folded forward.

- Before folding down the rear seat, remove any objects that may be present.



Depending on the vehicle equipment, there may be a symbol on the release lever.



NA20127235A

- EXHIBIT D -

Volkswagen Atlas Seat Latch Settlement
c/o JND Legal Administration
PO Box 91123
Seattle, WA 98111



«NameNumber»

«FULLNAME»

«ADDRESSLINE1»

«ADDRESSLINE2»

«ADDRESSCITY», «ADDRESSSTATE» «ADDRESSPOSTALCODE»

Volkswagen Atlas Seat Latch Settlement – Claim Filing Assistance for Owners or Lessees of more than 10 Settlement Class Vehicles

Dear «FULLNAME»,

You are receiving this letter because you may be eligible for benefits in a proposed class action settlement in a class action lawsuit called *Tijerina, et al. v. Volkswagen Group of America, Inc., et al.*, Civil Action No. 2:21-cv-18755-BRM-LDW (D.N.J.). The Settlement provides benefits to current or past U.S. owners or lessees of model year 2018-2024 Volkswagen Atlas vehicles that were imported and distributed by VWGoA in the United States or Puerto Rico ("Settlement Class Vehicles"), subject to certain exclusions.

DMV records indicate that you may have owned or leased more than 10 Settlement Class Vehicles. Settlement benefits are further described in the enclosed notice and include an owner's manual and instructional video, a warranty extension for current owners or lessees of Settlement Class Vehicles, and reimbursement for certain past paid out-of-pocket expenses. To qualify for reimbursement, you will need to submit a claim no later than **August 4, 2025**. A special process has been established to facilitate the bulk filing of claims for Class Members with more than 10 Settlement Class Vehicles. To submit a bulk claim, please call 1-866-287-0739 and a representative specializing in bulk claims will assist you.

Please read the enclosed legal notice to learn about your rights and options under the Settlement, including important deadlines. For additional information about the proposed Settlement, please visit the Settlement Website at www.AtlasSeatLatchSettlement.com.

Regards,

Volkswagen Atlas Seat Latch Settlement Claims Administrator

QUESTIONS? Call toll free 1-866-287-0739, or visit www.AtlasSeatLatchSettlement.com