

**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.

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

**DEFENDANT’S MEMORANDUM OF LAW IN RESPONSE TO CERTAIN
REQUESTS FOR EXCLUSION AND IN SUPPORT OF
FINAL APPROVAL OF THE CLASS ACTION SETTLEMENT**

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I. INTRODUCTION

Pursuant to the Preliminary Approval Order (ECF 112), Defendant Volkswagen Group of America, Inc. (“VWGoA”) respectfully submits this Memorandum of Law in response to the few requests for exclusion, and in support of final approval of the Class Settlement herein.

Significantly, of the 644,167 Settlement Class Members, **there have been no objections to the Settlement**, and only 102¹ requests for exclusion (amounting to only 0.016% of the Class). 6 of those exclusion requests are invalid as discussed in Section IV, *infra*.²

The lack of objections and microscopic number of requests for exclusion demonstrate unequivocally that the Settlement Class strongly favors this preliminarily approved Class Settlement. The Settlement clearly meets the standards for final approval; it is fair, reasonable, and adequate, and satisfies Fed. R. Civ. P. 23 (“Rule 23”) in all respects.

In this Circuit, the evaluation of a proposed Class Settlement is governed by well-settled principles. First, courts recognize that “[s]ettlements...reflect[] negotiated compromises. The role of a district court is not to determine whether the

¹ While the July 15, 2025 Declaration of Lara Jarjoura of JND (ECF 117-3) indicated 95 requests for exclusion had been received, additional requests were received after the Declaration was submitted.

² The 96 timely and valid requests for exclusion represent 0.015% of the Settlement Class.

settlement is the fairest possible resolution [but only whether] the compromises reflected in the settlement...are fair, reasonable and adequate when considered from the perspective of the class as a whole.” *In re Baby Products Antitrust Litig.*, 708 F.3d 163, 173-74 (3d Cir. 2013) (citation omitted); *see also Skeen v. BMW of North America, LLC*, 2016 WL 4033969, at *7 (D.N.J. July 26, 2016). As the Third Circuit has reaffirmed, “an evaluating court must...guard against demanding too large a settlement since, after all, settlement is a compromise, a yielding of the highest hopes in exchange for certainty and resolution.” *In re New Jersey Tax Sales Certificates Antitrust Litig.*, 2018 WL 4232057, at *5 (3d Cir. Sept. 6, 2018) (internal quotation marks and citation omitted).

Second, there is a strong judicial policy in favor of resolution of litigation before trial, “particularly in class actions and other complex cases where substantial judicial resources can be conserved by avoiding formal litigation.” *In re GMC Pick-Up Fuel Tank Prods. Liab. Litig. (“GM Trucks”)*, 55 F.3d 768 (3rd Cir. 1995). The benefits of class action settlements accrue to the parties as well as the courts:

The strong judicial policy in favor of class action settlement contemplates a circumscribed role for the district courts in settlement review and approval proceedings...Settlement agreements are to be encouraged because they promote the amicable resolution of disputes and lighten the increasing load of litigation faced by the federal courts [and] the parties may also gain significantly from avoiding the costs and risks of a lengthy and complex trial.

Ehrheart v. Verizon Wireless, 609 F.3d 590, 594-95 (3d Cir. 2010).

Third, there is a presumption that class settlements are fair and reasonable when, as in this action, they are the product of arm's length negotiations of disputed claims conducted by counsel who are skilled and experienced in class action litigation. *GM Trucks*, 55 F.3d at 785; *Sullivan v. DB Invs.*, 667 F.3d 273, 320 (3d Cir. 2011) (*en banc*); *Varacallo v. Mass. Mut. Life Ins. Co.*, 226 F.R.D. 207, 240 (D.N.J. 2005) ("Class Counsel's approval of the Settlement also weighs in favor of the Settlement's fairness").

And fourth, a class action settlement should be approved if the district court finds "that it is fair, reasonable, and adequate." Fed. R. Civ. P. 23(e)(2). The Third Circuit has identified nine factors—known as the *Girsh* factors—that bear upon this analysis: (1) the complexity and duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings; (4) the risks of establishing liability; (5) the risks of establishing damages; (6) the risks of maintaining a class action; (7) the ability of the defendants to withstand a greater judgment; (8) the range of reasonableness of the settlement in light of the best recovery; and (9) the range of reasonableness of the settlement in light of all the attendant risks of litigation. *GM Trucks*, 55 F.3d at 785-86 (citing *Girsh v. Jepson*, 521 F.2d 153, 157 (3d Cir. 1975)).

As shown below and in Class Counsel's Unopposed Motion for Final Approval of Class Action Settlement (ECF 117, "Final Approval Motion"), the

proposed Class Settlement clearly meets these factors and, accordingly, should be granted final approval.

II. THIS SETTLEMENT SATISFIES ALL OF THE GIRSH FACTORS

Factor 1 – The Complexity and Duration of the Litigation

This factor clearly supports final approval of the Settlement. As addressed during the preliminary approval process, and reiterated in Plaintiffs' Final Approval Motion (ECF 117), this putative class action involves very complex automotive and legal issues, and was hotly contested through multiple motions to dismiss and extensive document discovery. The factual and legal claims are highly disputed, and the continuation of this litigation through the completion of discovery, summary judgment motions, a class certification motion, other pre-trial proceedings, *in limine* motions, a potential trial, and potential appeals, would undoubtedly be complex, expensive, and lengthy in duration - - with the result uncertain. *See Careccio v. BMW of North America LLC*, 2010 WL 1752347, *4 (D.N.J. Apr. 29, 2010); *In re Hyundai and Kia Fuel Economy Litigation*, 926 F.3d 539, 571 (9th Cir. 2019).

Factor 2 – The Reaction of the Class to the Settlement

The Class' reaction to the Settlement has been resoundingly positive. As discussed, **of the 644,167 Settlement Class Members, there are no objections to the Settlement and only a mere 102 requests for exclusion (only 0.016% of the Class).** Such an overwhelmingly positive response from the Class strongly favors

final approval. *Stoetznier v. U.S. Steel Corp.*, 897 F.2d 115, 119 (3d Cir. 1990) (objections by 29 members of a class comprised of 281 “strongly favors settlement”); *Varacallo, supra*, 226 F.R.D. at 237 (exclusions amounting to about .06% of the class, and objections amounting to about .003% of the class constituted “extremely low” numbers that “weighed in favor of approving” the proposed settlement); *In re Mercedes Benz Emissions Litigation*, 2021 WL 7833183, *10 (D.N.J. Aug. 2, 2021) (18 objections out of 438,290 members indicates that “the Class as a whole...favors approval”); *In re Lucent Techs., Inc. Sec. Litig.*, 307 F. Supp. 2d 633, 643 (D.N.J. 2004) (“Courts [have] construe[d] class member’s failure to object to proposed settlement terms as evidence that the settlement is fair and reasonable.”); *Weiss v. Mercedes-Benz of N. Am.*, 899 F. Supp. 1297, 1301 (D.N.J. 1995) (100 objections out of 30,000 class members weighs in favor of final approval of the class settlement); *Myers v. Medquist, Inc.*, 2009 WL 900787, *12 (D.N.J. Mar. 31, 2009) (noting that based on the low number of objectors and opt-outs, the court was “justified in assuming more than 98% of the Class Members” approved the settlement).

In addition, “CAFA” notice of the Settlement was timely sent to the U.S. Attorney General and the applicable State Attorneys General (Settlement Agreement § IV.A; Declaration Katrina Ashley dated August 29, 2024, ECF 68-2 at ¶5). None have objected to, or raised any concern about, this Settlement.

Factor 3 – The Stage of the Proceedings

In this Action, the parties engaged in motions to dismiss and conducted extensive discovery before executing the Settlement Agreement. As this Court found in its Preliminary Approval Order, “[t]he proceedings that occurred before the Parties entered into the Settlement Agreement afforded counsel the opportunity to adequately assess the claims and defenses in the Action, the positions, strength, weaknesses, risks and benefits to each party, and as such, to negotiate a Settlement Agreement that is fair, reasonable and adequate and reflects those considerations.” (ECF 112, ¶4; *see also* Plaintiffs’ Unopposed Motion for Preliminary Approval (ECF 111). Nothing has changed since the settlement was preliminarily approved that would contradict this prior finding, and as such, this factor is readily satisfied.

Factors 4 and 5 – The Risks of Establishing Liability and Damages

This action involves highly disputed claims regarding the design, manufacture, marketing, sale, and warranting of complex vehicles and components. Defendant maintains that the subject second row seat latches in the Settlement Class Vehicles were properly designed, manufactured, marketed, and distributed; that they are not defective; that there was no breach of any express or implied warranty; and that no applicable statutes or legal obligations were violated. Moreover, the overwhelming majority of Settlement Class Members have never experienced and

may never experience any problem with their vehicles' second row seat latches, the operation of which is individual in nature.

Defendant also has numerous significant defenses to this action which, if litigated to conclusion, could bar completely and/or substantially reduce all or many Settlement Class Members' potential recoveries under the applicable state laws. These defenses include lack of standing, lack of manifestation of the alleged issue, lack of privity with Defendants, absence of a duty to disclose under applicable states' laws, "economic loss rule" bars to recovery, other statutory and common law bars to recovery, lack of recoverable damages, and many other common law and statutory defenses applicable to particular Settlement Class Members' claims.

The significant risks of further litigation make the outcome very uncertain, and clearly favor final approval of this excellent Class Settlement.

Factor 6 – The Risks of Maintaining a Class Action

This factor also favors final approval. From Defendant's perspective, in the absence of a class settlement there would be significant risks to Plaintiffs of not obtaining class certification and/or not maintaining it through trial or appeal.

In addition to the absence of a "common" defect, there are strong arguments that numerous individualized factual and legal issues would predominate and adversely affect the ability to certify a class in the litigation context. They include individualized issues relating to whether and to what extent any Settlement Class

Member ever experienced any issue with the operation of a second row seat latch, and if so, the circumstances and root causes of such issue; the different conditions of each Settlement Class Vehicle; whether and to what extent the vehicle may have sustained damage by accidents, and/or other outside sources; individual facts and circumstances of each Settlement Class Member's purchase or leasing of, and decision-making concerning, his/her vehicle; what, if anything, each Settlement Class Member may have seen, heard or relied upon prior to purchase or lease; whether the Settlement Class Member purchased his/her vehicle new, second-hand, or third-hand or more, and if so, each said vehicle's prior history; whether, when and under what circumstances a Settlement Class Member ever presented any alleged second row seat latch failure to a Volkswagen dealership for repair within the vehicle's warranty period; whether or to what extent any Settlement Class Member can establish any entitlement to damages or other relief; and myriad other issues individual to each Settlement Class Member.

In addition, material differences among the laws of the various 50 states regarding the various causes of action alleged in this case would likely preclude certification of a "nationwide" class in a litigation context.

In contrast, the Settlement, which provides substantial and immediate benefits, avoids the issues that may preclude class certification in a litigation context because the Court will not be faced with the significant manageability problems of

a trial. *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997); *Sullivan*, 667 F.3d at 302-03 (“the concern for manageability that is a central tenet in the certification of a litigation class is removed from the equation” in the case of a settlement class); *In re Merck & Co., Inc. Vytarin Erisa Litigation*, 2010 WL 547613, *5 (D.N.J. Feb. 9, 2010) (citing *In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 519 (3d Cir. 2004)) (manageability concerns that arise in litigation classes are not present in settlement classes); *O’Brien v. Brain Research Labs, LLC*, 2012 WL 3242365, at *9 (D.N.J. Aug. 9, 2012) (“because certification is sought for purposes of settlement and is not contested, the concerns about divergent proofs at trial that underlie the predominance requirement are not present here”); *Beneli v. BCA Financial Services, Inc.*, 324 F.R.D. 89, 96 (D.N.J. 2018) (same).

Factor 7 – Defendant’s Ability to Withstand a Greater Judgment

Courts routinely find that the seventh factor is only relevant when the Parties use the defendant’s inability to pay to justify a reduced settlement. *In re NFL Players Concussion Injury Litig.*, 821 F.3d 410, 440 (3d Cir. 2016). This does not apply here, so this factor is neutral.

Factors 8 and 9 – The Range of Reasonableness of the Settlement in Light of the Best Recovery and Risks of Litigation

This Settlement provides very significant and diverse benefits to the Settlement Class. First, for current owners and lessees of Settlement Class Vehicles, it provides an extremely robust warranty extension covering the cost of repair or

replacement, by an authorized Volkswagen dealer, of a failed or malfunctioned second row seat latch for a period of 10 years or 100,000 miles (whichever occurs first) from the Settlement Class Vehicle's In-Service Date. This is a very substantial extension of these vehicles' original New Vehicle Limited Warranties, which range in duration from 4 year/50,000 miles to 6 years/72,000 miles (whichever occurs first).

Second, for current and former owners and lessees of Settlement Class Vehicles, the Settlement provides for reimbursement of past paid expenses for one past paid repair of a failed or malfunctioned second row seat latching mechanism which occurred 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.

Third, for current owners and lessees of certain model year 2019-2023 Settlement Class Vehicles, an owner's manual insert supplementing the prior information, instructions, and warnings regarding the operation of the second row seat latching mechanism was mailed with the Class Notice.

Finally, there is an instructional video, available at vw.com and linked from the Settlement Website, that provides instructions on how to operate and latch the second row seat and confirm that it is properly latched.

As confirmed by the lack of any class member objections, this is an excellent Class Settlement of which this Court rightfully granted preliminary approval. In

doing so, the Court found that the Settlement as “fair, reasonable, and adequate under Rule 23” (Preliminary Approval Order, ECF 112 at ¶3). Nothing has changed since that time that would warrant a different determination. The settlement clearly meets the requirements of Rule 23, especially when considering the appreciable risks of non-certification in the litigation context, non-recovery, or at the very least, a substantially reduced or delayed recovery in the absence of this Settlement. Accordingly, the Settlement should be granted final approval.

III. THE RELEVANT PRUDENTIAL FACTORS SUPPORT APPROVAL

This Settlement also readily satisfies the additional factors the Third Circuit identified in *Prudential II*. The additional relevant factors are: (1) the maturity of the underlying issues; (2) the comparison between the results for settlement class members as compared to other claimants; (3) the ability to opt out of the settlement; (4) whether attorneys’ fees are reasonable; and (5) whether the claims process is fair and reasonable. *Prudential II*, 148 F.3d 283, 323 (3d Cir. 1998).

As discussed *supra*, this Court has already found that the first factor has been satisfied (Prelim Approval Order, ECF 112, ¶4). With respect to the second factor, the Settlement affords significant benefits to the Settlement Class Members which, from our perspective, and given the significant defenses and impediments to recovery and class certification in this case, are significantly more than an individual would likely achieve outside of this Settlement. With respect to the third factor, the

Settlement Class Members were afforded an ample and reasonable amount of time for opting out of the Settlement Class, if they so wished, and were provided clear and easy directions in the Class Notice for doing so. Regarding the fourth factor, the Parties did not begin to discuss the issue of reasonable class counsel fees and expenses until after the Settlement Agreement was executed. And with respect to the fifth factor, the claims process is fair and reasonable, consistent with other automotive class settlements repeatedly approved in this District, and will be administered by an experienced third-party claim administration company, Angeion Group. Accordingly, all of the *Prudential* factors are clearly met as well.

IV. THE COURT SHOULD DENY THE INVALID REQUESTS FOR EXCLUSION

The Preliminary Approval Order (ECF 112, ¶19) mandated that in order to be valid, a request for exclusion from the proposed settlement must include all of the following information:

- (a) the full name, address and telephone number of the person or entity seeking to be excluded from the Settlement Class and the model, model year and VIN of the Settlement Class Vehicle;
- (b) a statement that he/she/it is a present or former owner or lessee of a Settlement Class Vehicle; and
- (d) a specific and unambiguous statement that he/she/it desires to be excluded from the Settlement Class.

These were basic and simple requirements which were also recited in the Class Notice. Pursuant to the Preliminary Approval Order, “[a]ny Settlement Class Member who fails to maile a timely and complete Request for Exclusion to the proper addresses shall remain in the Settlement Class and shall be subject to and bound by all determinations, orders and judgments in the Action concerning the Settlement, including but not limited to the Released Claims set forth in the Settlement Agreement” (ECF 112, ¶20). The Class Notice contains a similar recitation that requests for exclusion that are untimely and/or fail to comply with the enumerated requirements will be denied, and the Settlement Class Member “will remain in the Class and will be bound by the Settlement and all of the Court's orders and judgments with respect thereto (ECF 111-3, p. 57).

Here, of the 106 requests for exclusion that were received, 6 are invalid for failing to comply with the basic requirements enumerated in the Preliminary Approval Order for a valid request for exclusion (Banna Aparacio [Exhibit A]; and Carole Karon, Kayla Matlock, Alma Gutierrez, Justin Mangold and Anna Garcia [Exhibit B]), as follows:

The request of Banna Aparcio (Exh. A) is untimely as it was postmarked on July 8, 2025, after the July 7, 2025 deadline set forth in the Preliminary Approval Order. Thus, it should be denied.

The requests for exclusion of Carole Karon, Kayla Matlock, Alma Gutierrez, Justin Mangold and Anna Garcia (Exh. B) are all invalid since they each include a VIN for a vehicle that is not part of the settlement class. Since the vehicles listed on these requests for exclusion are not Settlement Class Vehicles, the individuals are not Settlement Class Members and cannot seek exclusion from the settlement.

These requests are all invalid and should be denied.

V. CONCLUSION

For the foregoing reasons, VWGoA respectfully requests that this Court grant final approval of the Class Settlement and deny the eight invalid requests for exclusion; together with such other and further relief as the Court deems just and proper.

Dated: July 29, 2025

Respectfully submitted,

By: /s/ Homer B. Ramsey
Homer B. Ramsey
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Michael B. Gallub (*Pro Hac Vice*)
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bcarr@shb.com
SHOOK, HARDY & BACON L.L.P.
101 Hudson Street, 21st Floor
Jersey City, New Jersey 07302
Telephone: (201) 660-9995
Attorneys for Defendant

Exhibit A

REQUEST TO BE EXCLUDED

Via Certified U.S. Mail


CLAIM ADMINISTRATOR
VOLKSWAGEN ATLAS SEAT LATCH SETTLEMENT
C/O JND LEGAL ADMINISTRATION
P.O. BOX 91123
SEATTLE, WA 98111

RE: *Tijerina, et al. v. Volkswagen Group of America, Inc., et al.*
2:21-cv-18755-BRM-LDW (D.N.J.) – EXCLUSION REQUEST

Name: Banna N Aparicio
Street Address: ██████ 3 ██████ 1
City: Santee
State, Zip Code: CA, 92071
Phone Number: 61 ██████ 1
E-mail Address: ████████████████████@██████.n
Vehicle Year, Make & Model: 2022/Volkswagen/Atlas
VIN: ████████████████ 4315
Purchased / Leased:

To Whom It May Concern,

I, Banna N Aparicio am a present or former owner or lessee
of the settlement class vehicle and wish to exclude myself from the Class and settlement in
Tijerina, et al. v. Volkswagen Group of America, Inc., et al. Case No. 2:21-cv-18755-BRM-
LDW (D.N.J.)



06/30/2025

Name

Date



4-68263-5 013

[illegible]

FIRST-CLASS



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0008034425 JUL 08 2025

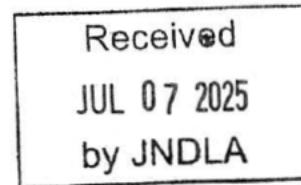


CEMENTED WATER

Exhibit B

June 09, 2025
2405

VIA CERTIFIED MAIL-RETURN RECEIPT REQUESTED



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

RE: PROPOSED SETTLEMENT FOR BEATRIZ, TIJERINA, ET AL. V. VOLKSWAGEN GROUP OF AMERICA, INC., ET AL., CIVIL ACTION NO. 2:21-CV-18755-BRM-LDW.

Please be advised that I am a current owner of a Volkswagen vehicle with the seat latching mechanism defect. I have owned the subject vehicle from September 26, 2021 to present.

I received notice of the proposed class action settlement under the United States District Court, District of New Jersey.

I wish to exclude myself from the proposed class action lawsuit, Civil Action No. 2:21-cv-18755-BRM-LDW.

As required by the notice, following is the relevant vehicle information:

Owner(s): Alma Gutierrez
[REDACTED] 3
[REDACTED] a [REDACTED], [REDACTED] A [REDACTED] 7

Phone
(Mobile): [REDACTED] 2

Vehicle: 2021 Volkswagen Atlas
VIN: [REDACTED] 0185

Alma Gutierrez

David N. Barry Esq.
THE BARRY LAW FIRM
11845 W. Olympic Blvd., Suite 1270
Los Angeles, CA 90064
(310) 684-5859

Cc: Caroline Bartlett, Esq., Carella, Byrne, Cecchi, Bordy & Agnello, P.C.- Class Counsel
Michael B. Gallub, Esq., Shook, Hardy & Bacon LLP- Defense Counsel

THE BARRY LAW FIRM
11845 W. OLYMPIC BLVD.
SUITE 1270W
LOS ANGELES, CA 90064



Retail



RDC 99



98111

U.S. POSTAGE PA
FCM LETTER
LOS ANGELES, CA
JUL 02, 2025

\$9.68

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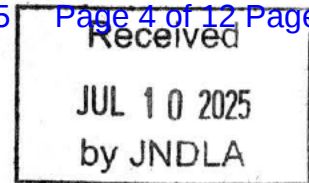
JUL 07 2025

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

JND 07/07/25

98111-922323





REQUESTS TO BE EXCLUDED

Via Certified U.S. Mail

CLAIM ADMINISTRATOR
VOLKSWAGEN ATLAS SEAT LATCH SETTLEMENT
C/O JND LEGAL ADMINISTRATION
P.O. BOX 91123
SEATTLE, WA 98111

RE: *Tijerina, et al. v. Volkswagen Group of America, Inc., et al.*

2:21-cv-18755-BRM-LDW (D.N.J.) – EXCLUSION REQUEST

Name: Carole Karon

Street Address: 3 h e

City: E

State, Zip Code: CA, 92503

Phone Number: 8

E-mail Address: n

Vehicle Year, Make & Model: 2024/Volkswagen/Atlas

VIN: 3754

Purchased / Leased: New

To Whom It May Concern,

I, Carole Karon am a present or former owner or lessee of the settlement class vehicle and wish to exclude myself from the Class and settlement in ***Tijerina, et al. v. Volkswagen Group of America, Inc., et al. Case No. 2:21-cv-18755-BRM-LDW (D.N.J.)***

Signed by:

AB159FEC9185443

Name

6/26/2025

Date

PRESS FIRMLY TO SEAL



PRESS FIRMLY TO SEAL

PRIORITY MAIL
FLAT RATE ENVELOPE
POSTAGE REQUIRED**P**
 US POSTAGE 1M1 S2322W501077 2000051968
 \$10.10
 CPU
 PRFL
 07/09/25 Mailed from: 80066 028W2310178

PRIORITY MAIL®

0 Lb 11.60 Oz
RDC 03

EXPECTED DELIVERY DAY: 07/11/25

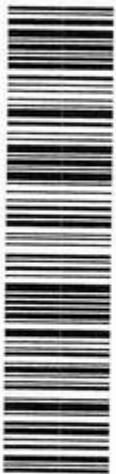
- Expected delivery date specific
- Domestic shipments include \$1
- USPS Tracking® service include
- Limited international insurance.
- When used internationally, a cu

*Insurance does not cover certain items.
 Domestic Mail Manual at <http://pe.usps.c>
 ** See International Mail Manual at <http://>

 SHIP
 TO:
 PO BOX 91123
 SEATTLE WA 98111-9223

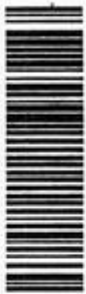
B900

USPS TRACKING® #



9505 5288 0691 5188 5065 95

TRACKED ■ INS

FLAT RATE EN
ONE RATE ■ ANY WEIGHT

PS00001000014

EP14F October 2023
OD: 12 1/2 x 9 1/2PAPER
POUCH

FROM:

UNITED STATES
POSTAL SERVICE® PRIORITY
MAIL

FROM:

 Strategic Legal Practices
 1888 Century Park East 19th Fl
 Century City, CA 90067
 JUL 1 0 2025

TO: Chair Administrator

Volkswagen Autos Seat Latch

Seethermont

c/o JND Legal Administration

P.O. Box 91123

Seattle, WA 98111

Label 226, December 2023

FOR DOMESTIC AND INTERNATIONAL USE

REQUEST TO BE EXCLUDED

Via Certified U.S. Mail

DEFENSE COUNSEL
MICHAEL B. GALLUB, ESQ.
SHOOK, HARDY & BACON LLP
1 ROCKEFELLER PLAZA,
SUITE 2801
NEW YORK, NY 10020



RE: *Tijerina, et al. v. Volkswagen Group of America, Inc., et al.*

2:21-cv-18755-BRM-LDW (D.N.J.) – EXCLUSION REQUEST

Name: Carole Karon

Street Address: [REDACTED] h [REDACTED]

City: [REDACTED] E

State, Zip Code: CA, 92503

Phone Number: [REDACTED] 8

E-mail Address: [REDACTED] n


Vehicle Year, Make & Model: 2024/Volkswagen/Atlas

VIN: [REDACTED] 3754

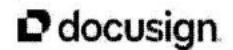
Purchased / Leased: New

To Whom It May Concern,

I, Carole Karon am a present or former owner or lessee of the settlement class vehicle and wish to exclude myself from the Class and settlement in *Tijerina, et al. v. Volkswagen Group of America, Inc., et al. Case No. 2:21-cv-18755-BRM-LDW (D.N.J.)*

Signed by:  6/26/2025
A8169FEC0185443...
Name Date





Certificate Of Completion

Envelope Id: DA0B8A5A-D35C-44A8-9EA4-73DE0E9DD65F	Status: Completed
Subject: Complete with Docusign: Request to be Excluded Tijerina, et al. v. VW Group of America, Inc., et al	
Source Envelope:	
Document Pages: 4	Signatures: 3
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Jeremy Doubrava
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1888 Century Park East, 19th Floor
	Los Angeles, CA 90067
	jdoubrava@slpattorney.com
	IP Address: 12.199.195.250

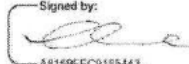
Record Tracking

Status: Original	Holder: Jeremy Doubrava	Location: DocuSign
6/19/2025 9:07:25 AM	jdoubrava@slpattorney.com	

Signer Events

Carole Karon
 [REDACTED]
 Security Level: Email, Account Authentication
 (None)

Signature

Signed by:

 A8169FEC916B443

Signature Adoption: Drawn on Device
 Using IP Address:
 2600:1700:af0:f2a0:143d:a636:e0c1:55d
 Signed using mobile

Timestamp

Sent: 6/19/2025 9:07:27 AM
 Resent: 6/26/2025 12:45:50 PM
 Viewed: 6/26/2025 12:46:19 PM
 Signed: 6/26/2025 12:49:34 PM

Electronic Record and Signature Disclosure:
 Accepted: 6/19/2025 8:31:09 PM
 ID: 3080ccd1-6f3c-4faf-aec9-39b79c9e9633

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

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Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	6/19/2025 9:07:27 AM
Certified Delivered	Security Checked	6/26/2025 12:46:19 PM
Signing Complete	Security Checked	6/26/2025 12:49:34 PM
Completed	Security Checked	6/26/2025 12:49:34 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure



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VOLKSWAGEN ATLAS SEAT LATCH SETTLEMENT
C/O JND LEGAL ADMINISTRATION
P.O. BOX 91123
Seattle, WA 98111

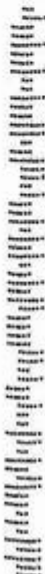
FIRST-CLASS



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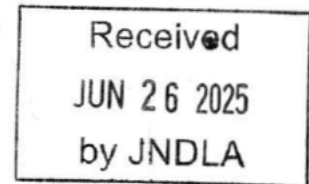
JUL 11 2025

5811139223 B900



VIA CERTIFIED MAIL-RETURN RECEIPT REQUESTED

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



RE: PROPOSED SETTLEMENT FOR BEATRIZ, TIJERINA, ET AL. V. VOLKSWAGEN GROUP OF AMERICA, INC., ET AL., CIVIL ACTION NO. 2:21-CV-18755-BRM-LDW.

Please be advised that we are current lessee(s) of a Volkswagen vehicle with the seat latching mechanism defect. We have leased the subject vehicle from August 20, 2021 to present.

We received notice of the proposed class action settlement under the United States District Court, District of New Jersey.

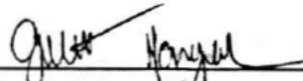
We wish to exclude ourselves from the proposed class action lawsuit, Civil Action No. 2:21-cv-18755-BRM-LDW.


As required by the notice, following is the relevant vehicle information:

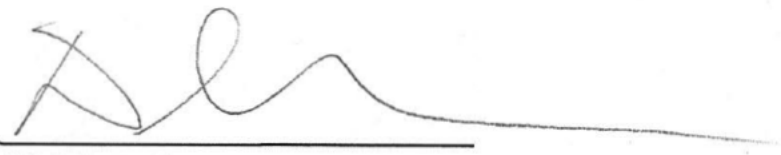
Owner(s): Justin Mangold
Anna Garcia
[REDACTED] s [REDACTED] e
[REDACTED], [REDACTED] A [REDACTED] 5

Phone
(Mobile): [REDACTED] 6

Vehicle: 2021 Volkswagen Atlas
VIN: [REDACTED] 34166


Justin Mangold


Anna Garcia

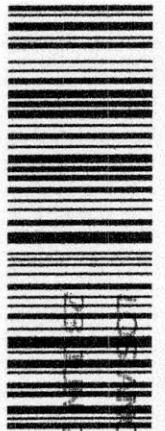

David N. Barry Esq.
THE BARRY LAW FIRM
11845 W. Olympic Blvd., Suite 1270
Los Angeles, CA 90064
(310) 684-5859

Cc: Caroline Bartlett, Esq., Carella, Byrne, Cecchi, Bordy & Agnello, P.C.- Class Counsel
Michael B. Gallub, Esq., Shook, Hardy & Bacon LLP- Defense Counsel

THE BARRY LAW FIRM
11845 W. OLYMPIC BLVD.
SUITE 1270W
LOS ANGELES, CA 90064

JUN 26 2025

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

SEATTLE WA 98111

50111-922023

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LOS ANGELES CA 90025
JUN 23, 2025

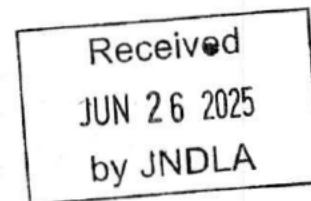
\$9.68

S2322H500945-17

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT

VIA CERTIFIED MAIL-RETURN RECEIPT REQUESTED

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



RE: PROPOSED SETTLEMENT FOR BEATRIZ, TIJERINA, ET AL. V. VOLKSWAGEN GROUP OF AMERICA, INC., ET AL., CIVIL ACTION NO. 2:21-CV-18755-BRM-LDW.

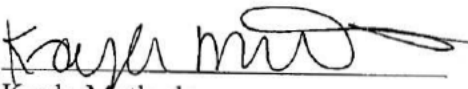
Please be advised that I was the owner of a Volkswagen vehicle with the seat latching mechanism defect. I owned the subject vehicle from January 30, 2022 to October 16, 2023.

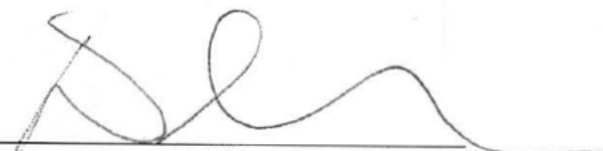
I received notice of the proposed class action settlement under the United States District Court, District of New Jersey.

I wish to exclude myself from the proposed class action lawsuit, Civil Action No. 2:21-cv-18755-BRM-LDW.

As required by the notice, following is the relevant vehicle information:

Owner: Kayla Matlock
[REDACTED] n [REDACTED] t
[REDACTED] A [REDACTED] 9
Phone
(Mobile): [REDACTED] 2
Vehicle: 2021 Volkswagen Atlas
VIN: [REDACTED] 0794


Kayla Matlock


David N. Barry Esq.
THE BARRY LAW FIRM
11845 W. Olympic Blvd., Suite 1270
Los Angeles, CA 90064
(310) 684-5859

Cc: Caroline Bartlett, Esq., Carella, Byrne, Cecchi, Bordy & Agnello, P.C.- Class Counsel
Michael B. Gallub, Esq., Shook, Hardy & Bacon LLP- Defense Counsel

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JUN 26 2025

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Volkswagen Atlas Seat
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C/O JND Legal Administration
P.O. Box 91123
Seattle, WA 98111
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