

**IN THE COURT OF COMMON PLEAS  
FRANKLIN COUNTY, OHIO**

STATE OF OHIO, *ex rel.*  
MICHAEL DEWINE  
ATTORNEY GENERAL OF OHIO

Plaintiff,

v.

VOLKSWAGEN AG, AUDI AG,  
VOLKSWAGEN GROUP OF AMERICA, INC.  
(D/B/A VOLKSWAGEN OF AMERICA, INC.  
OR AUDI OF AMERICA, INC.), AUDI OF  
AMERICA, LLC, VOLKSWAGEN  
GROUP OF AMERICA CHATTANOOGA  
OPERATIONS LLC, DR. ING. H.C. F.  
PORSCHE AG AND PORSCHE CARS  
NORTH AMERICA, INC.,

Defendants.

CASE NO. 16CV009944

JUDGE GUY L. REECE, II

**RECEIVED**  
ATTORNEY GENERAL OF OHIO

FEB 01 2017

CONSUMER PROTECTION SECTION  
PUBLIC INSPECTION FILE

**FINAL JUDGMENT BY CONSENT REGARDING  
CERTAIN CONSUMER PROTECTION CLAIMS**

WHEREAS, the State of Ohio, ex rel. Attorney General Michael DeWine (“State of Ohio”) filed this action in Franklin County, Ohio alleging defendants Volkswagen AG, Audi AG, Volkswagen Group of America, Inc. (d/b/a Volkswagen of America, Inc. or Audi of America, Inc.), Audi of America, LLC, and Volkswagen Group of America Chattanooga Operations LLC (collectively, “Volkswagen”), Dr. Ing. h.c. F. Porsche AG and Porsche Cars North America, Inc. (together, “Porsche”) violated R.C. 1345.01 et seq. and its Substantive Rules, O.A.C. 109:4-3-01 et seq., in connection with their marketing, advertising, distribution, sale and lease of certain 2.0- and 3.0-liter diesel passenger vehicles (“the Subject Vehicles”)<sup>1</sup>

<sup>1</sup> The Subject Vehicles are identified in the chart at pages 5-6, *infra*.

containing undisclosed software allegedly intended to circumvent federal or state emissions standards.

WHEREAS, on or about June 28, 2016, the State of Ohio (together with a coalition of other States and jurisdictions (“the States”) and Volkswagen and Porsche (collectively, “the Defendants”) entered into a Partial Settlement Agreement (“Settlement Agreement”) to resolve certain claims and potential claims concerning the Subject Vehicles. A true and correct copy of the Settlement Agreement is attached hereto as Exhibit A.

WHEREAS, the State of Ohio and Defendants (collectively “the Parties”) now seek entry of a Final Judgment by Consent (“Judgment”) consistent with the terms and definitions agreed by the Parties in the Settlement Agreement and reiterated herein.

WHEREAS, the Parties wish to avoid the expense, uncertainty and inconvenience of potential litigation.

WHEREAS, the Parties agree there is no just reason for delay and consent to entry of this Judgment without trial or adjudication of any issue of fact or law.

**NOW, THEREFORE, IT IS ADJUDGED, ORDERED AND DECREED:**

**I. JURISDICTION AND VENUE**

1. Defendants consent to this Court’s continuing subject matter and personal jurisdiction solely for purposes of entry, enforcement and modification of this Judgment and without waiving their right to contest this Court’s jurisdiction in other matters. This Court retains jurisdiction of this action for the purpose of enforcing or modifying the terms of this Judgment, or granting such further relief as the Court deems just and proper. The provisions of this Judgment shall be construed in accordance with the laws of Ohio.

2. Solely for purposes of entry, enforcement and modification of this Judgment, Defendants consent to venue in this Court and do not waive their right to contest this Court's venue in other matters.

3. Defendants hereby accept and expressly waive any defect in connection with service of process in this action issued to each Defendant by the Plaintiff and further consent to service upon the below-named counsel via email of all process in this action.

## **II. DEFINITIONS**

4. As used herein, the below terms shall have the following meanings:

(A) "Covered Conduct" means any and all acts or omissions, including all communications, occurring up to and including the effective date of the Settlement Agreement executed in June 2016, relating to: (i) the design, installation, presence, or failure to disclose any Defeat Device in any Subject Vehicle; (ii) the marketing or advertisement of any Subject Vehicle as green, clean, or environmentally friendly (or similar such terms), and/or compliant with state or federal emissions standards, including the marketing or advertisement of any Subject Vehicles without disclosing the design, installation or presence of a Defeat Device; and (iii) the offering for sale, sale, or lease of the Subject Vehicles in Ohio. As expressly set forth in paragraph 13, this Judgment effectuates only a partial resolution and release of claims arising from the Covered Conduct.

(B) "Defeat Device" means "an auxiliary emission control device ("AECD") that reduces the effectiveness of the emission control system under conditions which may reasonably be expected to be encountered in normal vehicle operation and use, unless: (i) such conditions are substantially included in the Federal emission test

procedure; (ii) the need for the AECD is justified in terms of protecting the vehicle against damage or accident; (iii) the AECD does not go beyond the requirements of engine starting; or (iv) the AECD applies only for “emergency vehicles[.]” 40 C.F.R. § 86.1803-01, or “any part or component intended for use with, or as part of, any motor vehicle or motor vehicle engine, where a principal effect of the part or component is to bypass, defeat, or render inoperative any device or element of design installed on or in a motor vehicle or motor vehicle engine in compliance with [the Emission Standards for Moving Sources section of the Clean Air Act], and where the person knows or should know that such part or component is being offered for sale or installed for such use or put to such use,” 42 U.S.C. § 7522(a)(3)(B).

- (C) “Escrow Account” means the bank account established for purposes of making the escrow payment set forth in paragraph 6(A)(i) of the Settlement Agreement
- (D) “Escrow Agent” means Citibank, N.A., as the mutually agreed escrow agent under paragraph 6(A)(i) of the Settlement Agreement.
- (E) “Escrow Agreement” means the agreement between the Volkswagen Group of America, Inc. and the Escrow Agent concerning the creation of the Escrow Account.
- (F) “MDL” means the multidistrict litigation styled as *In re: Volkswagen “Clean Diesel” Marketing, Sales Practices, and Products Liability Litigation*, No. 3:15-md-02672-CRB (N.D. Cal.) (MDL 2672).
- (G) “States” refers to the states and other jurisdictions represented by the authorized signatories to the Settlement Agreement.

(H) “Subject Vehicles” means each and every light duty diesel vehicle equipped with a 2.0-liter or 3.0-liter TDI engine that Volkswagen and Porsche or their respective affiliates sold or offered for sale in, leased or offered for lease in, or introduced or delivered for introduction into commerce in the United States or its states or territories, or imported into the United States or its states or territories, and that is or was purported to have been covered by the following United States Environmental Protection Agency (“EPA”) Test Groups:

**2.0 Liter Diesel Models**

| <b>Model Year (MY)</b> | <b>EPA Test Group</b>                        | <b>Vehicle Make and Model(s)</b>  |
|------------------------|--|---|
| 2009                   | 9VWXV02.035N<br>9VWXV02.0U5N                 | VW Jetta, VW Jetta Sportwagen   |
| 2010                   | AVWXV02.0U5N                                 | VW Golf, VW Jetta, VW Jetta Sportwagen, Audi A3   |
| 2011                   | BVWXV02.0U5N                                 | VW Golf, VW Jetta, VW Jetta Sportwagen, Audi A3   |
| 2012                   | CVWXV02.0U5N                                 | VW Golf, VW Jetta, VW Jetta Sportwagen, Audi A3   |
| 2013                   | DVWXV02.0U5N                                 | VW Beetle, VW Beetle Convertible, VW Golf, VW Jetta, VW Jetta Sportwagen, Audi A3           |
| 2014                   | EVWXV02.0U5N                                 | VW Beetle, VW Beetle Convertible, VW Golf, VW Jetta, VW Jetta Sportwagen                    |
| 2012<br>2013<br>2014   | CVWXV02.0U4S<br>DVWXV02.0U4S<br>EVWXV02.0U4S | VW Passat   |
| 2015                   | FVGAV02.0VAL                                 | VW Beetle, VW Beetle Convertible, VW Golf, VW Golf Sportwagen, VW Jetta, VW Passat, Audi A3 |

**3.0 Liter Diesel Models**

| <b>Model Year (MY)</b> | <b>EPA Test Groups</b> | <b>Vehicle Make and Model(s)</b> |
|------------------------|------------------------|----------------------------------|
| 2009                   | 9ADXT03.03LD           | VW Touareg, Audi Q7              |
| 2010                   | AADXT03.03LD           | VW Touareg, Audi Q7              |

|      |  |   |
|------|--|---|
| 2011 | BADXT03.02UG<br>BADXT03.03UG                                 | VW Touareg<br>Audi Q7   |
| 2012 | CADXT03.02UG<br>CADXT03.03UG                                 | VW Touareg<br>Audi Q7   |
| 2013 | DADXT03.02UG<br>DADXT03.03UG<br>DPRXT03.0CDD                 | VW Touareg<br>Audi Q7<br>Porsche Cayenne Diesel   |
| 2014 | EADXT03.02UG<br>EADXT03.03UG<br>EPRXT03.0CDD<br>EADXJ03.04UG | VW Touareg<br>Audi Q7<br>Porsche Cayenne Diesel<br>Audi A6 Quattro, A7 Quattro, A8L, Q5 |
| 2015 | FVGAT03.0NU2<br>FVGAT03.0NU3<br>FPRXT03.0CDD<br>FVGAJ03.0NU4 | VW Touareg<br>Audi Q7<br>Porsche Cayenne Diesel<br>Audi A6 Quattro, A7 Quattro, A8L, Q5 |
| 2016 | GVGAT03.0NU2<br>GPRXT03.0CDD<br>GVGAJ03.0NU4                 | VW Touareg<br>Porsche Cayenne Diesel<br>Audi A6 Quattro, A7 Quattro, A8L, Q5            |

(I) “UDAP Laws” means claims or potential claims Ohio asserted or could assert in its sovereign enforcement capacity or as *parens patriae* on behalf of its citizens under all potentially applicable consumer protection and unfair trade and deceptive acts and practices laws, including, without limitation, R.C. 1345.01 et seq., and O.A.C. 109:4-3-01 et seq., as well as common law and equitable claims.

### III. ADMISSIONS

5. Porsche neither admits nor denies any of the Attorney General’s allegations in the Complaint.

6. With the exception of the following paragraph, Volkswagen neither admits nor denies any of the Attorney General’s allegations in the Complaint.

7. Volkswagen admits: (A) that software in the 2.0 Liter Subject Vehicles enables the vehicles’ Electronic Control Modules (“ECMs”) to detect when the vehicles are being driven on the road, rather than undergoing Federal Test Procedures; (B) that this software renders certain emission control systems in the vehicles inoperative when the ECM detects the vehicles

are not undergoing Federal Test Procedures, resulting in emissions that exceed EPA-compliant and California Air Resources Board-compliant levels when the vehicles are driven on the road; and (C) that this software was not disclosed in the Certificate of Conformity and Executive Order applications for the 2.0 Liter Subject Vehicles, and, as a result, the design specifications of the 2.0 Liter Subject Vehicles, as manufactured, differ materially from the design specifications described in the Certificate of Conformity and Executive Order applications.

8. This Judgment shall not constitute an admission by Volkswagen or Porsche of liability of any kind, including, but not limited to, liability under R.C. 1345.01 et seq. and O.A.C. 109:4-3-01 et seq. or any other law, rule or regulation.

#### IV. RELIEF

##### 9. Monetary Relief

(A) On August 10, 2016,<sup>2</sup> Volkswagen paid:

- i. To the Escrow Agent, \$443,536,500.00 (“the Multistate UDAP Payment”) for disbursement among the States in accordance with the Escrow Agreement. Based on an agreement among the States, the amount the State of Ohio shall receive from the escrow fund is Thirteen Million Seven Hundred Thirty-Eight Thousand Two Hundred Seventeen Dollars and Fifty-Five Cents (\$13,738,217.55).

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<sup>2</sup> Various settlement documents were filed in the MDL on June 28, 2016 and July 7, 2016, namely: the Plaintiffs’ Steering Committee’s proposed Consumer Class Action Settlement Agreement and Release (“Class Action Settlement”); the United States Department of Justice’s, EPA’s, and California Air Resources Board’s proposed Partial Consent Decree (“DOJ Consent Decree”); the Federal Trade Commission’s proposed Partial Stipulated Order for Permanent Injunction and Monetary Judgment (“FTC Order”); and the California Attorney General’s Partial Consent Decree (“CA AG Consent Decree”).

- ii. \$20,000,000 to the National Association of Attorneys General (“NAAG”) to be held and disbursed by NAAG for use by the Attorneys General for consumer protection oversight, training and enforcement, including in the area of automobile-related fraud and deception, and for reimbursement of the costs and expenses incurred to date in the participating States’ investigation of Volkswagen and Porsche with respect to the Covered Conduct.

(B) The portion of the Multistate UDAP Payment disbursed to the State of Ohio will be characterized as a payment to the Ohio Attorney General. At the sole discretion of the Ohio Attorney General, the payment to the Ohio Attorney General shall be used for such purposes that may include, but are not limited to, civil penalties, attorneys’ fees and other costs incurred in pursuing this investigation or litigation and enforcement action, or for future public protection and education purposes, or to be placed in, or applied to, the consumer protection enforcement fund, to be used for other purposes, including but not limited to, future consumer protection enforcement, consumer education, litigation funds, local consumer aid funds, public protection or consumer protection purposes and/or used for any other purposes deemed appropriate by the Ohio Attorney General.

#### 10. **Injunctive Relief**

(A) Volkswagen, Porsche and their affiliates shall not engage in future unfair or deceptive acts or practices in connection with their dealings with consumers and state regulators, directly or indirectly, including:



- i. Advertising, marketing, offering for sale, selling, offering for lease, leasing, or distributing in Ohio any vehicle that contains a Defeat Device.
- ii. Misrepresenting that a vehicle complies with any United States, State, or local emissions standard.
- iii. Misrepresenting that a vehicle is environmentally friendly, eco-friendly, green or words of similar import.
- iv. Misrepresenting that a vehicle has low emissions, lower emissions than other vehicles, or a specific level(s) of emissions.
- v. With respect to environmental or engineering attributes, misrepresenting the degree to which a vehicle maintains its resale value, comparative resale value, or any specific resale value.

(B) Volkswagen shall not engage in any additional unfair or deceptive acts or practices prohibited by the DOJ Consent Decree, the FTC Order or the CA AG Consent Decree, including materially:

- i. Failing to affirmatively disclose the existence of a Defeat Device in advertising or marketing concerning a vehicle, where such vehicle contains a Defeat Device.
- ii. Providing to others the means and instrumentalities with which to make any representation prohibited by this Judgment.
- iii. Misrepresenting or assisting others in misrepresenting any other environmental attribute or the value of a product or service.

- iv. Making any false or misleading statement, or falsifying any test or data, in or in connection with an application or other submission to the Ohio Environmental Protection Agency.

**11. Additional Undertakings.**

Consistent with the terms and definitions of the Class Action Settlement, the DOJ Consent Decree, and the FTC Order, Volkswagen shall:

- i. Implement the Buyback, Lease Termination, and Vehicle Modification Recall Program;
- ii. Implement the Vehicle Recall and Emissions Modification Program;
- iii. Comply with its \$2,000,000,000 ZEV Investment Commitments; and
- iv. Pay \$2,700,000,000 to fund Eligible Mitigation Trust Actions.

**12. Reporting**

- (A) Volkswagen shall produce to the Ohio Attorney General: (i) any status reports to be provided by Volkswagen to the EPA, CARB and the California AG (the "CA AG") under Paragraph 7.4 of the Appendix A to the DOJ Consent Decree; and (ii) any consumer name and address information to be provided by Volkswagen to the Notice Administrator under the Class Action Settlement. Volkswagen shall provide this information to the Ohio Attorney General contemporaneous with its provision to the EPA, CARB, the CA AG, and the Class Action Agreement Notice Administrator, as applicable. The Ohio Attorney General shall take all reasonable efforts to protect consumer data provided for any purpose related to this Judgment or the other agreements and orders referenced herein. All such reports and information shall be submitted to the Ohio Attorney General's representative listed

in Paragraph 14 (Notice) or such other person as the Ohio Attorney General may direct.

(B) Volkswagen shall promptly respond to the Ohio Attorney General's reasonable inquiries about the status and of its consumers' claims submitted under the Class Action Settlement and/or the FTC Order and the calculation of those consumers' reimbursements. Volkswagen shall provide the Ohio Attorney General with contact information for a Volkswagen representative for purposes of such inquiries.

**13. Release, Reservation of Rights and Effect of Settlement**

(A) Subject to paragraph (B) below, in consideration of the relief described in paragraphs 9 through 12, the Admissions in Section III above, and the undertakings to which Volkswagen has agreed in the Class Action Settlement, the DOJ Consent Decree and the FTC Order, and upon Volkswagen's payment of the amounts contemplated in paragraph 9(A), above:

- i. Except as provided in subparagraph (B)(iv) below, the State of Ohio releases Volkswagen, Porsche, their affiliates and any of Volkswagen's, Porsche's or their affiliates' former, present or future owners, shareholders, directors, officers, employees, attorneys, parent companies, subsidiaries, predecessors, successors, dealers, agents, assigns and representatives (collectively, the "Released Parties") from all non-injunctive civil claims that were brought or could be brought under UDAP laws arising from or related to the Covered Conduct, including: (a) restitution or other monetary payments to consumers; and (b) penalties, fines, restitution or other monetary payments to the State of Ohio.

ii. Except as provided in subparagraph (B)(iv) below, the State of Ohio releases the Released Parties from all civil claims that were brought or could be brought under UDAP laws for injunctive relief arising from or related to the Covered Conduct concerning the Subject Vehicles, upon the MDL Court's approval of the Class Action Settlement, the FTC Order, and the DOJ Consent Decree and subject to Volkswagen fulfilling its obligations thereunder.

iii. The State of Ohio's release under this Judgment includes claims that the State of Ohio brought or could have brought under UDAP laws: (a) in its sovereign enforcement capacity; and (b) as *parens patriae* on behalf of its citizens.

(B) The State of Ohio reserves, and this Judgment is without prejudice to, all claims, rights and remedies against Volkswagen, Porsche and their affiliates, and Volkswagen, Porsche and their affiliates reserve, and this Judgment is without prejudice to, all defenses, with respect to all matters not expressly released in paragraph 13(A) herein, including, without limitation:

- i. any claims arising under state tax laws;
- ii. any claims for the violation of securities laws;
- iii. any criminal liability;
- iv. any claims that were brought or could be brought by the State of Ohio under UDAP laws for consumer injunctive relief or restitution or other monetary payments to consumers arising from or related to the Covered Conduct concerning the 3.0-liter Subject Vehicles;

- v. any civil claims unrelated to the Covered Conduct;
- vi. any claims arising under state environmental laws and regulations, including laws and regulations regarding mobile source emissions, inspection and maintenance of vehicles and/or anti-tampering provisions (“Environmental Claims”); and
- vii. any action to enforce this Judgment and subsequent, related orders or judgments.

(C) All claims raised in the complaint that are released pursuant to (A), above, are finally resolved and fully satisfied. Any claims asserted in the complaint that are reserved pursuant to (B), above, are dismissed without prejudice. The Parties agree that upon entry of this Judgment by the Court, this matter is closed.

(D) Nothing in this Judgment shall create or give rise to a private right of action of any kind.

(E) Nothing in this Judgment releases any private rights of action asserted by entities or persons not releasing claims under this Judgment, nor does this Judgment limit any defense available to Volkswagen or Porsche in any such action.

(F) This Judgment is made without trial or adjudication of any issue of fact or law or finding of liability of any kind.

(G) The Parties agree that this Judgment does not enforce the laws of other countries, including the emissions laws or regulations of any jurisdiction outside the United States. Nothing in this Judgment is intended to apply to, or affect, Defendants’ obligations under the laws or regulations of any jurisdiction outside the United

States. At the same time, the laws and regulations of other countries shall not affect Defendants' obligations under this Judgment.

#### 14. Notice

Any notices required to be sent to the State of Ohio, Volkswagen or Porsche under this Judgment shall be sent by United States mail, certified mail return receipt requested or other nationally recognized courier service that provides for tracking services and identification of the person signing for the document. The documents shall be sent to the following addresses:

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|--|--|
| <p><b>For the State of Ohio:</b></p> <p><b>Melissa Wright</b><br/> <b>Teresa Heffernan</b><br/> <b>Assistant Attorneys General</b><br/> <b>Consumer Protection Section</b><br/> <b>30 E. Broad St., 14<sup>th</sup> Floor</b><br/> <b>Columbus, Ohio 43215</b></p> | <p><b>For Volkswagen:</b></p> <p>As to Volkswagen AG and Audi AG:</p> <p>Berliner Ring 2<br/> 38440 Wolfsburg, Germany<br/> Attention: Group General Counsel</p> <p>As to Volkswagen Group of America, Inc., Audi of America, L.L.C. and Volkswagen Group of America Chattanooga Operations, LLC:</p> <p>2200 Ferdinand Porsche Dr.<br/> Herndon, VA 20171<br/> Attention: U.S. General Counsel</p> <p>As to one or more of the Volkswagen parties:</p> <p>David M.J. Rein<br/> William B. Monahan<br/> Sullivan &amp; Cromwell LLP<br/> 125 Broad Street<br/> New York, New York 10004</p> <p><b>For Porsche:</b></p> <p>As to Dr. Ing. h.c. F. Porsche AG:</p> <p>Dr. Ing. h.c. F. Porsche Aktiengesellschaft<br/> Porscheplatz 1, D-70435 Stuttgart</p> |
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|  | <p>Attention: GR/ Rechtsabteilung/ General Counsel</p> <p>As to Porsche Cars North America, Inc.:<br/>Porsche Cars North America, Inc.</p> <p>1 Porsche Dr.<br/>Atlanta, GA 30354<br/>Attention: Secretary<br/>With copy by email to <a href="mailto:offsecy@porsche.us">offsecy@porsche.us</a></p> <p>As to one or more of the Porsche Parties:</p> <p>Granta Y. Nakayama<br/>Joseph A. Eisert<br/>King &amp; Spalding LLP<br/>1700 Pennsylvania Ave., N.W., Suite 200<br/>Washington, DC 20006</p> |
|--|--|

## V. MISCELLANEOUS

15. Nothing in this Judgment shall limit or expand the Attorney General's right to obtain information, documents or testimony from Volkswagen and Porsche pursuant to any state or federal law, regulation or rule concerning the claims reserved in paragraph 13(B) or to evaluate Volkswagen and Porsche's compliance with the obligations set forth in this Judgment.

16. In any subsequent judicial proceeding initiated by the State of Ohio for injunctive relief, civil penalties, or other relief, Defendants shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the State of Ohio in the subsequent proceeding were or should have been brought in the instant case, except with respect to the claims that have been released pursuant to paragraph 13(A).

17. Nothing in this Judgment constitutes an agreement by the State of Ohio concerning the characterization of the amounts paid hereunder for purposes of any proceeding under the Internal Revenue Code or any state tax laws. The Judgment takes no position with regard to the tax consequences of the Judgment with regard to federal, state, local and foreign taxes.

18. Nothing in this Judgment shall be construed to waive any claims of Sovereign Immunity any party may have in any action or proceeding.

19. Any failure by any party to this Judgment to insist upon the strict performance by any other party of any of the provisions of this Judgment shall not be deemed a waiver of any of the provisions of this Judgment.

20. This Judgment shall act as an injunction.

21. This Judgment, which constitutes a continuing obligation, is binding upon the Parties.

22. Aside from any action stemming from compliance with this Judgment and except in the event of a Court's material modification of this Judgment, the Parties waive all rights of appeal or to re-argue or re-hear any judicial proceedings upon this Judgment, any right they may possess to a jury trial, and any and all challenges in law or equity to the entry of this Judgment. The Parties will not challenge or appeal (i) the entry of the Judgment, unless the Court materially modifies the terms of the Judgment, or (ii) the Court's jurisdiction to enter and enforce the Judgment.

23. Nothing in this Judgment shall relieve the Defendants of their obligation to comply with all State and federal laws.



24. Consent to this Judgment does not constitute an approval by the State of Ohio of the Defendants' business acts and practices, and Defendants shall not represent this Judgment as such an approval.

25. Defendants shall not take any action or make any statement denying, directly or indirectly, the propriety of the Judgment by expressing the view that the Judgment or its substance is without factual basis. Nothing in this paragraph affects Volkswagen or Porsche's right to take legal or factual positions in defense of litigation or other legal, administrative or regulatory proceedings, including with respect to any legal or factual matter that is not admitted herein.

26. Nothing in this Judgment shall preclude any Party from commencing an action to pursue any remedy or sanction that may be available to that Party upon its determination that another Party has failed to comply with any of the requirements of this Judgment.

27. Nothing in this Judgment shall be deemed to create any right in a non-party to enforce any aspect of this Judgment or claim any legal or equitable injury for a violation of this Judgment. The exclusive right to enforce any violation or breach of this Judgment shall be with the parties to this Judgment and the Court.

28. This Judgment formalizes and is consistent with the Settlement Agreement and contains the complete agreement between the Parties relating to the matters discussed herein. This Judgment is not intended to replace, nullify or modify the Parties' obligations as set forth in the Settlement Agreement. No promises, representations or warranties other than those set forth in this Judgment have been made by any of the Parties. This Judgment supersedes all prior communications, discussions or understandings, if any, of the Parties, whether oral or in writing.

29. This Judgment may not be changed, altered, or modified except by further order of the Court.

30. This Judgment becomes effective upon entry by the Court.

APPROVED AND ORDERED:

\_\_\_\_\_  
Judge Guy L. Reece, II

Dated: \_\_\_\_\_, 2016

**JOINTLY APPROVED FOR ENTRY AND SUBMITTED BY:**

**FOR THE OHIO ATTORNEY GENERAL, MICHAEL DEWINE:**

*/s/ Melissa G. Wright*

*October 20, 2016*

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**MELISSA G. WRIGHT** (0077843)

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**DATE**

Assistant Section Chief

**TERESA A. HEFFERNAN** (0080732)

Senior Assistant Attorney General

Consumer Protection Section

30 East Broad Street, 14<sup>th</sup> Floor

Columbus, Ohio 43215

(614) 466-8169; (866) 528-7423 (facsimile)

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[teresa.heffernan@ohioattorneygeneral.gov](mailto:teresa.heffernan@ohioattorneygeneral.gov)

**FOR VOLKSWAGEN AG, AUDI AG, VOLKSWAGEN GROUP OF AMERICA, INC.  
(d/b/a VOLKSWAGEN OF AMERICA, INC. or AUDI OF AMERICA, INC.), AUDI OF  
AMERICA, LLC, and VOLKSWAGEN GROUP OF AMERICA CHATTANOOGA  
OPERATIONS, LLC:**

*/s/ Hugh J. Bode*, per written authorization,  
by Melissa G. Wright

*October 10, 2016*

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Hugh J. Bode (0000487)  
REMINER  
101 West Prospect Avenue, Suite 1400  
Cleveland, Ohio 44115  
(216) 687-1311; (216) 687-1841 (facsimile)  
hbode@reminger.com

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DATE

*/s/ David Rein*, per written authorization,  
by Melissa G. Wright

*October 10, 2016*

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Robert J. Giuffra, Jr.  
Sharon L. Nelles  
David M.J. Rein  
SULLIVAN & CROMWELL LLP  
125 Broad Street  
New York, New York 10004  
(212) 558-4000; (212) 558-3588 (facsimile)  
giuffrar@sullcrom.com  
nelless@sullcrom.com  
reind@sullcrom.com

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DATE

**FOR DR. ING. H.C. F. PORSCHE AG and PORSCHE CARS NORTH AMERICA, INC.:**

/s/ *Terrance M. Miller*, per written authorization,  
by Melissa G. Wright

*October 7, 2016*

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Terrance M. Miller (0023089)  
PORTER WRIGHT MORRIS & ARTHUR LLP  
41 S. High Street, 29<sup>th</sup> Floor  
Columbus, OH 43215  
(614) 227-2000; (614) 227-2100 (facsimile)  
tmiller@porterwright.com

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DATE

/s/ *Joseph A. Eisert*, per written authorization,  
by Melissa G. Wright

*October 7, 2016*

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Granta Y. Nakayama  
Joseph A. Eisert  
KING & SPALDING LLP  
1700 Pennsylvania Ave., N.W. Suite 200  
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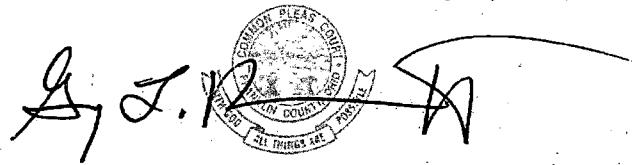
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DATE

Franklin County Court of Common Pleas

**Date:** 10-25-2016  
**Case Title:** OHIO STATE EX REL ATTORNEY GENERAL -VS-  
VOLKSWAGEN AG ET AL  
**Case Number:** 16CV009944  
**Type:** AGREED ORDER

It Is So Ordered.

The image shows a handwritten signature in black ink, which appears to be "G. L. R.", followed by a circular official seal. The seal contains the text "COMMON PLEAS COURT" at the top, "FRANKLIN COUNTY, OHIO" in the center, and "LET THINGS BE" at the bottom. A long, horizontal, slightly wavy line is drawn across the signature and the seal.

/s/ Judge Guy L. Reece, II

Court Disposition

Case Number: 16CV009944

Case Style: OHIO STATE EX REL ATTORNEY GENERAL -VS-  
VOLKSWAGEN AG ET AL

Case Terminated: 12 - Default

Final Appealable Order: Yes