

VIRGINIA:

IN THE CIRCUIT COURT OF THE CITY OF RICHMOND

COMMONWEALTH OF VIRGINIA,
EX REL. MARK R. HERRING,
ATTORNEY GENERAL,

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.

CIVIL ACTION NO. CL17-110-1

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

WHEREAS, the Commonwealth of Virginia (the "Commonwealth" or "Virginia") filed this action in the Circuit Court of the City of Richmond 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 the Virginia Consumer Protection Act ("VCPA"), Virginia Code §§ 59.1-196 through 59.1-207, in connection with their marketing, advertising, distribution, sale and lease of certain 2.0- and 3.0-liter diesel passenger vehicles

(“the Subject Vehicles”)¹ containing undisclosed software allegedly intended to circumvent federal or state emissions standards;

WHEREAS, on or about June 28, 2016, the Commonwealth (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 Commonwealth 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 the Commonwealth.

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

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 Virginia. 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 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

Model Year (MY)	EPA Test Group	Vehicle Make and Model(s)
2009	9VWXV02.035N 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 2013 2014	CVWXV02.0U4S DVWXV02.0U4S 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

Model Year (MY)	EPA Test Groups	Vehicle Make and Model(s)
2009	9ADXT03.03LD	VW Touareg, Audi Q7
2010	AADXT03.03LD	VW Touareg, Audi Q7
2011	BADXT03.02UG BADXT03.03UG	VW Touareg Audi Q7
2012	CADXT03.02UG CADXT03.03UG	VW Touareg Audi Q7

2013	DADXT03.02UG DADXT03.03UG DPRXT03.0CDD	VW Touareg Audi Q7 Porsche Cayenne Diesel
2014	EADXT03.02UG EADXT03.03UG EPRXT03.0CDD EADXJ03.04UG	VW Touareg Audi Q7 Porsche Cayenne Diesel Audi A6 Quattro, A7 Quattro, A8L, Q5
2015	FVGAT03.0NU2 FVGAT03.0NU3 FPRXT03.0CDD FVGJ03.0NU4	VW Touareg Audi Q7 Porsche Cayenne Diesel Audi A6 Quattro, A7 Quattro, A8L, Q5
2016	GVGAT03.0NU2 GPRXT03.0CDD GVGAJ03.0NU4	VW Touareg Porsche Cayenne Diesel Audi A6 Quattro, A7 Quattro, A8L, Q5

- (I) “UDAP Laws” means claims or potential claims the Commonwealth 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, the VCPA, 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 the VCPA or any other law, rule or regulation.

IV. RELIEF

9. **Monetary Relief**

(A) On August 10, 2016,² Volkswagen paid:

- i. To the Escrow Agent, \$443,536,500.00, for disbursement among the States in accordance with the Escrow Agreement (the “Multistate UDAP Payment”). Based on an agreement among the States, the amount the Commonwealth shall receive from the escrow fund is Twenty Million, Two Hundred and Six Thousand, Four Hundred and Thirty Four Dollars and Sixty Five Cents (\$20,206,434.65).
- 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

² 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”).

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 Commonwealth will be characterized as a monetary payment in settlement of disputed claims to be used as attorneys' fees and other costs of investigation and litigation, or to be placed in, or applied to, consumer protection enforcement funds, including future consumer protection enforcement, consumer education, litigation or local consumer aid fund or revolving fund, used to defray the costs of the inquiry leading hereto, or for any lawful purpose, in each State's sole discretion. The payment described in this sub-paragraph is not a fine, penalty, or payment in lieu thereof.

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 Virginia 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 Virginia Department of Environmental Quality.

11. **Additional Undertakings**

- (A) The Volkswagen restitution program set forth in the Class Action Settlement, the DOJ Consent Decree, and the FTC Order shall be deemed part of this Judgment.

- (B) Consistent with the terms and definitions set forth therein, 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 Virginia Attorney General: (i) any status reports to be provided by Volkswagen to the EPA, CARB and the California Attorney General (the "CA AG") under Paragraph 7.4 of 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 Commonwealth contemporaneous with its provision to the EPA, CARB, the CA AG, and the Class Action Agreement Notice Administrator, as applicable. The Commonwealth 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 Commonwealth's representative listed in Paragraph 14 (Notice) or such other person as the Commonwealth may direct.
- (B) Volkswagen shall promptly respond to the Commonwealth's reasonable inquiries about the status and calculation 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 Commonwealth 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 Commonwealth 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 Commonwealth.
- ii. Except as provided in subparagraph (B)(iv) below, the Commonwealth 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 Commonwealth's release under this Judgment includes claims that the Commonwealth 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 Commonwealth 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 Commonwealth 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) The complaint is dismissed in its entirety. All claims raised in the complaint that are released pursuant to (A), above, are dismissed with prejudice. Any claims asserted in the complaint that are reserved pursuant to (B), above, are dismissed without prejudice.
- (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**

- (A) Any notices required to be sent to the Commonwealth, 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:

For the Commonwealth:	For Volkswagen:
Stephen John Sovinsky Assistant Attorney General Office of the Attorney General 202 North 9th Street Richmond, Virginia 23219	As to Volkswagen AG and Audi AG: Berliner Ring 2 38440 Wolfsburg, Germany Attention: Group General Counsel As to Volkswagen Group of America, Inc., Audi of America, L.L.C. and Volkswagen Group of America Chattanooga Operations, LLC: 2200 Ferdinand Porsche Dr. Herndon, VA 20171 Attention: U.S. General Counsel As to one or more of the Volkswagen parties: David M.J. Rein William B. Monahan Sullivan & Cromwell LLP 125 Broad Street New York, New York 10004 For Porsche: As to Dr. Ing. h.c. F. Porsche AG: Dr. Ing. h.c. F. Porsche Aktiengesellschaft Porscheplatz 1, D-70435 Stuttgart Attention: GR/ Rechtsabteilung/ General Counsel As to Porsche Cars North America, Inc.: Porsche Cars North America, Inc. 1 Porsche Dr. Atlanta, GA 30354 Attention: Secretary

	With copy by email to offsecy@porsche.us As to one or more of the Porsche Parties: Granta Y. Nakayama Joseph A. Eisert King & Spalding LLP 1700 Pennsylvania Ave., N.W., Suite 200 Washington, DC 20006
--	---

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 Commonwealth 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 Commonwealth 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.

17. Nothing in this Judgment constitutes an agreement by the Commonwealth 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. The Commonwealth has brought this action under the VCPA, and the parties agree that this Court has the authority to issue the injunctive and other relief provided herein.

21. This Judgment, which constitutes a continuing obligation, is binding upon the Commonwealth and Defendants.

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 Commonwealth 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.

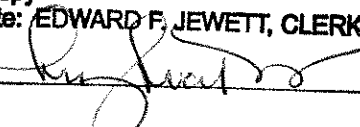
30. This Judgment becomes effective upon entry by the Court.

31. No court costs shall be taxed to any party.

ENTER: 1/12/2017




Judge, Circuit Court of the City of Richmond

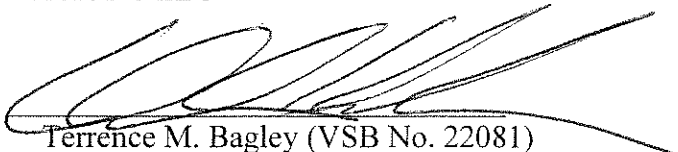
A Copy
Teste: EDWARD F. JEWETT, CLERK
BY:  D.C.

WE ASK FOR THIS:

COMMONWEALTH OF VIRGINIA,
EX REL. MARK R. HERRING,
ATTORNEY GENERAL

By: 
Stephen J. Sovinsky (VSB No. 85687)
Assistant Attorney General
Consumer Protection Section
202 North 9th Street
Richmond, Virginia 23219
SSovinsky@oag.state.va.us
Phone: (804) 823-6341
Fax: (804) 786-0122

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

By: 
Terrence M. Bagley (VSB No. 22081)
Charles Wm. McIntyre (VSB No. 27480)
McGuireWoods LLP
800 East Canal Street
Richmond, Virginia 23219
tbagley@mcguirewoods.com
cmcintyre@mcgruirewoods.com
Phone: (804) 775-1000
Fax: (804) 775-1061

By: David M
Robert J. Giuffra, Jr.
Sharon L. Nelles
David M.J. Rein
Sullivan & Cromwell LLP
125 Broad Street
New York, New York 10004
giuffrar@sullcrom.com
nelless@sullcrom.com
reind@sullcrom.com
Phone: (212) 558-4000
Fax: (212) 558-3588

DR. ING. H.C. F. PORSCHE AG AND
PORSCHE CARS NORTH AMERICA, INC.

By: _____
Michael J. Ciatti
Virginia Bar # 40607
King & Spalding LLP
1700 Pennsylvania Avenue, N.W. Suite 200
Washington, DC 20006
mciatti@kslaw.com
Phone: (202) 737-0500
Fax: (202) 626-3737

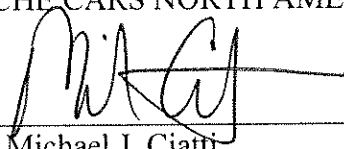
By: _____
Granta Y. Nakayama
Joseph A. Eisert
King & Spalding LLP
1700 Pennsylvania Avenue, N.W. Suite 200
Washington, DC 20006
gnakayama@kslaw.com
jeisert@kslaw.com
Phone: (202) 737-0500
Fax: (202) 626-3737

By: _____


Robert J. Giuffra, Jr.
Sharon L. Nelles
David M.J. Rein
Sullivan & Cromwell LLP
125 Broad Street
New York, New York 10004
giuffrar@sullcrom.com
nelles@sullcrom.com
reind@sullcrom.com
Phone: (212) 558-4000
Fax: (212) 558-3588

DR. ING. H.C. F. PORSCHE AG AND
PORSCHE CARS NORTH AMERICA, INC:

By: _____


Michael J. Ciatti
Virginia Bar # 40607
King & Spalding LLP
1700 Pennsylvania Avenue, N.W. Suite 200
Washington, DC 20006
mciatti@kslaw.com
Phone: (202) 737-0500
Fax: (202) 626-3737

By: _____


Granta Y. Nakayama
Joseph A. Eisert
King & Spalding LLP
1700 Pennsylvania Avenue, N.W. Suite 200
Washington, DC 20006
gnakayama@kslaw.com
jeisert@kslaw.com
Phone: (202) 737-0500
Fax: (202) 626-3737