

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF OHIO

*In Re: Porsche Cars North America, Inc. Plastic Coolant Tubes Products Liability Litigation*

Case No.: 2:11-MD-2233

Notice of the Pendency of Class Action Settlement and Hearing on Final Approval Order and Judgment

**If you are a current or prior owner or lessee of a Model Year 2003-2006 Porsche Cayenne vehicle with a V8 engine in the United States you could be affected by a class action settlement.**

*A federal court authorized this notice. This is not a solicitation from a lawyer.*

- The purpose of this Notice is to inform you of a proposed settlement of a class action lawsuit known as *In Re: Porsche Cars North America, Inc. Plastic Coolant Tubes Products Liability Litigation*. You are receiving this Notice because Porsche Cars North America, Inc.’s (“PCNA”) records indicate that you may be entitled to claim the benefits offered by this Settlement.
- This lawsuit alleges that some 2003 to 2006 model year Porsche Cayenne vehicles with V8 engines were equipped with plastic coolant pipes that can prematurely degrade or fracture. Those vehicles are referred to as the “Class Vehicles.” PCNA has not been found liable for any of the claims alleged in this lawsuit. The parties have instead reached a voluntary settlement. The individuals who owned or leased Class Vehicles are known as “Class Members.” Class Members may be entitled to compensation if they submit valid, timely and approved claims pursuant to the Court approved review process described in this Notice.
- Under the proposed Settlement and subject to proof, PCNA will provide a benefit to Class Members for past or future coolant pipe repairs in Class Vehicles.
- **Your legal rights are affected whether or not you act. Read this Notice carefully.**

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT ARE EACH DESCRIBED BELOW**

<b>MAKE A CLAIM</b>	<p>Benefits under this Settlement depend on the Class Member’s ownership status at the time of the coolant pipe repair. The following are the general benefits available to Class Members:</p> <p>If your Class Vehicle had a coolant pipe repair <i>before xx-xx-13 [insert date of Notice]</i>, for which you incurred out-of-pocket expenses for parts and labor costs, you may be eligible to receive partial or complete reimbursement for that repair <i>if</i> you make a valid, timely and approved claim.</p> <p>If as of <i>xx-xx-13 [insert date of Notice]</i>, your Class Vehicle has not had a coolant pipe repair to install genuine Porsche aluminum coolant pipes, you may be eligible to receive a partial or complete payment for replacement of your Class Vehicle’s coolant pipes with genuine Porsche aluminum coolant pipes <i>if</i> you make a valid, timely and approved claim,.</p> <p>If as of <i>xx-xx-13 [insert date of Notice]</i>, your Class Vehicle is still equipped with Porsche plastic coolant pipes and, within one year from <i>xx-xx-2013 [insert date of Notice]</i>, experiences coolant pipe damage, you may be eligible to receive a partial or complete payment for replacement of your Class Vehicle’s Porsche plastic coolant pipes with genuine Porsche aluminum coolant pipes <i>if</i> you promptly contact PCNA for an inspection <i>and</i> submit a valid, timely and approved claim.</p> <p><b>All claims for a benefit under this Settlement must be made no later than</b></p>
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	<b>Month xx, 2014</b> [insert date one year from date of Notice] and subject to the terms of the Settlement.
<b>EXCLUDE YOURSELF</b>	Excluding yourself is the only way for you to pursue your coolant pipe related claims in a separate lawsuit against PCNA. If you ask to be excluded from the Settlement, you will receive no reimbursement or payment for a past or future coolant pipe repair as provided for in this Settlement. If you exclude yourself from the Settlement and you are a current owner or lessee of a Class Vehicle, the claims process and assistance for seeking settlement benefits will <i>not</i> apply to you.
<b>OBJECT</b>	In order to object to the Settlement you must remain a member of the lawsuit—you cannot ask to be excluded. You may object to the Settlement by writing to the Court and stating why you do not like the settlement.
<b>GO TO A HEARING</b>	You may go to the Settlement hearing if you wish to speak in Court about the fairness of the Settlement.
<b>DO NOTHING</b>	If you do nothing, you will not have the opportunity to receive any potential benefit related to the coolant pipes in your Class Vehicle. You will also lose your rights to sue PCNA for any claims related to the coolant pipes in your Class Vehicle and you will be bound by the rulings made in this case.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. The reimbursements will be made if the Court approves the settlement and after appeals are resolved, if any. Please be patient.

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## **BASIC INFORMATION**

### **1. Why did I get this Notice?**

Vehicle identification numbers (“VINs”) were used to identify current and prior owners and lessees of model year 2003 through 2006 Porsche Cayenne vehicles with V8 engines. These Class Vehicles were originally equipped with plastic coolant pipes that are the subject of a class action lawsuit. The Court authorized this Notice because you have a right to know about a proposed settlement of the lawsuit, and about your options, before the Court decides whether to approve the settlement. This Notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. The Court in charge of this case is the United States District Court for the Southern District of Ohio, Eastern Division, Judge Gregory L. Frost. This case is known as *In Re: Porsche Cars North America, Inc. Plastic Coolant Tubes Products Liability Litigation* Case No. 2:11-MD-2233. The people who sued are called Plaintiffs, and the companies they sued, are called the Defendants (hereinafter “Porsche.”)

### **2. What is this lawsuit about?**

Plaintiffs allege in their Consolidated Amended Complaint that Porsche sold the Class Vehicles with defective plastic coolant pipes, which have or will prematurely degrade and fracture. Plaintiffs also claim that this defect can at times cause damage to other components of the Class Vehicles’ engines. Plaintiffs further allege that Porsche knew of this possibility and failed to disclose it to consumers. Porsche subsequently moved to dismiss Plaintiffs’ Consolidated Amended Complaint and the Court ultimately dismissed certain of the alleged claims. The parties now desire to settle the remaining claims on a nationwide basis.

### **3. Why is this a class action lawsuit?**

In a class action, one or more people, called Class Representatives, sue on behalf of people who could have similar claims. In this case Scott Florez, Ghassan Daher, David Graas, Sean Krider, Nicholas Spagnoletti, Dane McIntosh, Joseph Dudley, Bob Conrad, Sy Duc Tran, Sven Wust, Kevin Starkey, Gregory Cadman, Ecliff Jackman, Deana Crawford, Jamie Hoffecker, Richard Gorospe, Lance Bredefeld, Randall Stuewe, Daniel Delgado, and Anthony Gardner are the Class Representatives. The Class Representatives and all those persons who could have similar claims are referred as Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

**4. Why is there a settlement?**

The Court did not decide in favor of Plaintiffs or Defendants. Porsche was not found liable for any of the alleged claims relating to the coolant pipes. Instead, both sides agreed to a settlement. That way, they avoid the cost of a trial, and the people affected are potentially eligible to be compensated. The Class Representatives and their attorneys think the settlement is fair and adequate for the Class Members.

**WHO IS IN THE SETTLEMENT**

**5. How do I know if I am part of the settlement?**

Everyone who fits the following description is a Class Member: *All persons in the United States who currently own or lease or previously owned or leased a Class Vehicle in the United States.* These people are referred to in this Notice as “Class Members” and the vehicles are referred to as “Class Vehicles.” By receiving this Notice, the parties have determined that you may be a Class Member.

**6. Which Porsche vehicles are included?**

Model year 2003 to 2006 Porsche Cayenne vehicles with a V8 engine (all types). PCNA records indicate that these vehicles were manufactured between January 2002 and December 2006.

**THE SETTLEMENT BENEFITS—WHAT YOU MAY OBTAIN**

**7. What does the settlement provide?**

The Court has preliminarily approved this settlement as fair, reasonable and adequate to provide compensation to the Class Members. Payments and reimbursements will be based on mileage at the time of the repair without regard to when the Class Vehicle was first placed in-service.

**A. IF YOU ARE A CURRENT OR PRIOR OWNER OR LESSEE OF A NEW OR PORSCHE APPROVED CERTIFIED PRE-OWNED (ACPO) CLASS VEHICLE FROM AN AUTHORIZED PORSCHE DEALERSHIP**

**AND**

**(1) You Want to Request Reimbursement For Out-Of-Pocket Costs You Incurred For A Past Coolant Pipe Repair That Occurred *Before xx-xx-2013* [Insert Date of Notice]**

You must make a timely and valid claim, and if it is approved, PCNA will reimburse you for an amount based on the number of miles your vehicle had at the time of the repair. See Table 1 below for the mileage/reimbursement schedule.

In addition, subject to proof, PCNA may also reimburse you for certain out-of-pocket Collateral Damage costs, if any, incurred as part of the past coolant pipe repair. Collateral Damage is defined in the Settlement Agreement as any damage shown to have been sustained to any component of a Class Vehicle as a result of any instance of breaking, bursting, degradation, fracturing, leaking, or other problem with the Coolant Pipes. This means damage sustained to a Class Vehicle as a result of coolant fluid leaking from the Porsche plastic coolant pipes.

**OR**

**(2) As Of *xx-xx-13* [Insert Date of Notice], Your Class Vehicle Has NOT Had A Repair That Installed Genuine Porsche Aluminum Coolant Pipes And You Want Genuine Porsche Aluminum Coolant Pipes Installed In Your Class Vehicle**

You must make a valid and timely claim if you want to have your Class Vehicle’s current coolant pipes replaced with genuine Porsche aluminum coolant pipes. PCNA will review your claim and inspect your vehicle to determine eligibility. If your claim is approved, PCNA will provide payment for installation of genuine Porsche aluminum coolant pipes in an amount based on the number of miles your vehicle has at the time of the repair as set forth in Table 1. You will be responsible for the payment of the remaining balance, if any, beyond PCNA’s contribution. The Class Vehicle’s coolant pipes must be replaced with genuine Porsche aluminum coolant pipes at an authorized Porsche dealership to be eligible for this benefit.

**OR**

**(3) As Of *xx-xx-13* [Insert Date of Notice], Your Class Vehicle Is Still Equipped With Porsche Plastic Coolant Pipes But Subsequently Experiences Coolant Pipe Damage**

You must make a valid and timely claim if you want to receive payment for the repair of damaged Porsche plastic coolant pipes. PCNA will review your claim and inspect your vehicle to determine eligibility. If your claim is approved, PCNA will provide payment based upon the number of miles your vehicle has at the time of the repair as set forth in Table 1. You will be responsible for payment of the remaining balance, if any, beyond PCNA’s contribution. The Class Vehicle’s Porsche plastic coolant pipes must be replaced with genuine Porsche aluminum coolant pipes at an authorized Porsche dealership to be eligible for this benefit.

**Table 1:  
Benefit Amount for Owners or Lessees of New or ACPO Class Vehicles ONLY**

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
<b>Mileage at Time of Repair/Replacement</b>	<b>Percentage of Actual Invoice But Limited to Maximum Identified in Column C or D</b>	<b>Maximum Reimbursement for <i>Past</i> Replacement/Repair</b>	<b>Maximum Payment for <i>Future</i> Replacement/Repair</b>
0-60,000	100%	\$1,800	\$1,500
60,001 – 70,000	80%	\$1,440	\$1,200
70,001 – 80,000	60%	\$1,080	\$900
80,001 – 90,000	50%	\$900	\$750
90,001 – 120,000	30%	\$540	\$450
> 120,000	5%	\$100	\$100

**B. IF YOU ARE A CURRENT OR PRIOR OWNER OR LESSEE OF A USED CLASS VEHICLE AND YOU DID NOT PURCHASE THE VEHICLE FROM AN AUTHORIZED PORSCHE DEALER WITH AN ACPO WARRANTY**

**AND**

**(1) You Want to Request Reimbursement For Out Of Pocket Costs You Incurred For A Past Coolant Pipe Repair That Occurred *Before xx-xx-2013* [insert date of Notice]**

You must make a valid and timely claim, and if it is approved, PCNA will reimburse you with 25% of the invoice price paid for the coolant pipe repair not to exceed \$450. The coolant pipe repair must have occurred before the Class Vehicle's mileage reached 120,000 miles in order to qualify for a benefit.

In addition, subject to proof, PCNA may also reimburse you for certain out-of-pocket Collateral Damage costs, if any, incurred as part of the past coolant pipe repair. Collateral Damage is defined in the Settlement Agreement as any damage shown to have been sustained to any component of a Class Vehicle as a result of any instance of breaking, bursting, degradation, fracturing, leaking, or other problem with the Coolant Pipes. This means damage sustained to a Class Vehicle as a result of coolant fluid leaking from the Porsche plastic coolant pipes.

**OR**

**(2) As Of *xx-xx-13* [Insert Date of Notice], Your Class Vehicle Is Still Equipped With Porsche Plastic Coolant Pipes And You Want Genuine Porsche Aluminum Coolant Pipes Installed In Your Class Vehicle**

You must make a valid and timely claim if you want to have your Class Vehicle's current Porsche plastic coolant pipes replaced with genuine Porsche aluminum coolant pipes. PCNA will review your claim and inspect your vehicle to determine eligibility. If your claim is approved, PCNA will pay \$375 towards the dealer invoice price for replacement of the Class Vehicle's Porsche plastic coolant pipes. You will be responsible for payment of the remaining balance, if any, beyond PCNA's contribution. The Class Vehicle's Porsche plastic coolant pipes must be replaced with genuine Porsche aluminum coolant pipes at an authorized Porsche dealership to be eligible for this benefit. The future coolant pipe replacement must occur before the vehicle's mileage exceeds 120,000 miles.

**OR**

**(3) As Of *xx-xx-13* [Insert Date of Notice], Your Class Vehicle Is Still Equipped With Porsche Plastic Coolant Pipes And Subsequently Experiences Coolant Pipe Damage**

You must make a valid and timely claim if you want to receive payment for the repair of damaged Porsche plastic coolant pipes. PCNA will review your claim and inspect your vehicle to determine eligibility and, if approved, pay \$375 towards the dealer invoice price for the repair. You will be responsible for payment of the remaining balance, if any, beyond PCNA's contribution. The Class Vehicle's Porsche plastic coolant pipes must be replaced with genuine Porsche aluminum coolant pipes at an authorized Porsche dealership to be eligible for this benefit. The future coolant pipe repair must occur before the vehicle's mileage exceeds 120,000 miles.

## THE SETTLEMENT BENEFITS—LIMITATIONS

### **8. What if I previously received payment or reimbursement for a coolant pipe repair from another source?**

Class Members will not be paid or reimbursed for amounts paid or reimbursed by any other source including, but not limited to, the PCNA New Car Limited Warranty, the PCNA ACPO Limited Warranty, PCNA or dealer goodwill, dealer discounts, a third party warranty, extended warranty insurance, or any other third party source. Class Members are only entitled to reimbursement for a past coolant pipe repair or payment for a future coolant pipe replacement or repair based on the percentages and maximum benefit amounts described in Question 7 above.

If you have already been reimbursed or paid by PCNA or any other entity for a repair in the amount provided for in Question 7, you will not be entitled to a benefit in the Class Settlement. If you have already been reimbursed or paid, but in an amount less than that provided in Question 7, PCNA shall reimburse you for the difference between the prior reimbursement or payment and the benefit provided in Question 7, subject to proof.

### **9. What if my Class Vehicle incurs or incurred multiple coolant pipe repairs?**

The obligation of PCNA to provide any compensation, reimbursement or benefit regarding a Class Vehicle under this Settlement is limited to **one repair per vehicle**.

### **10. How much time do I have to make a claim for a benefit under this Settlement?**

All claims for a benefit under this Settlement must be made by **Month, XX, 2014**. [insert date one year from date of Notice]

## HOW YOU GET A REIMBURSEMENT—MAKING A CLAIM

### **11. How do I make a claim?**

#### **A. REIMBURSEMENT FOR A PAST COOLANT PIPE REPAIR THAT OCCURRED BEFORE XX-XX-13** [insert date of Notice]

To make a claim for reimbursement for out-of-pocket costs incurred for a coolant pipe repair, complete and submit the enclosed Claim Form with the requested documents. You may also visit [www.xxxxxxxxxx.com](http://www.xxxxxxxxxx.com) to download the Claim Form or request a Claim Form by calling the toll free Telephone Support line at 1-XXX-XXX-XXXX. A properly completed Claim Form for reimbursement must be **postmarked or otherwise transmitted no later than Month XX, YYYY** [insert date one year from date of Notice] by U.S. mail, email, facsimile, Federal Express or another reputable courier service to:

Garden City Group, Inc.

[will insert address once PO Box, email fax set up]

Your completed Claim Form must be accompanied by: (1) a clear and legible copy of the repair orders and/or other service documents that identify the make, model, and year of the vehicle, the vehicle identification number (VIN), the odometer reading at the time of the repair, and that sufficiently establish that a coolant pipe repair occurred; (2) proof of ownership or lease of the Class Vehicle at the time of the repair; (3) for ACPO claimants only, proof of purchase of a Class Vehicle with an ACPO Limited Warranty; and (4) receipts, invoices and other records of expenses paid out-of-pocket for the coolant pipe repair and repair of Collateral Damage, if any.

To the extent documents identified in the preceding paragraph are unavailable, the Class Member must submit a declaration providing the required information and explaining the circumstances preventing the Class Member from submitting the required documentation in their Claim Form. All claims will be reviewed for the purpose of approving or challenging the validity of the claim. Class Members are encouraged to submit all required documentation to support their claim, since claims not accompanied by supporting documents will be rejected if they cannot otherwise be verified.

**B. PAYMENT FOR A FUTURE COOLANT PIPE REPLACEMENT OR REPAIR AFTER XX-XX-13 [insert date of Notice]**

To make a claim for payment for a future coolant pipe replacement or repair to your Class Vehicle *after* xx-xx-13 [insert date of Notice], you must promptly contact PCNA by calling 1-XXX-XXX-XXXX.

If the Class Vehicle is not already at an authorized Porsche dealership, PCNA will direct the Class Member to present the vehicle to an authorized Porsche dealership for inspection and review by PCNA and/or the authorized Porsche dealership. At the time the vehicle is presented to an authorized Porsche dealership, the Settlement Class member shall submit a Claim Form to PCNA or, at PCNA's direction, the authorized Porsche dealership. The Class Member shall be responsible for submitting all required documentation to support his or her claim. PCNA will determine if the Class Member is entitled to a benefit based on the terms of the Settlement approved by the Court. The Class Member shall be responsible to the authorized Porsche dealership for payment of the balance not covered by PCNA's contribution, if any.

**If a Class Member fails to follow the above procedure and causes a repair to occur in a Class Vehicle prior to obtaining a PCNA claim review and vehicle inspection, PCNA may in its discretion, reject that claim.**

**The parties, their attorneys and/or the Settlement Administrator have no responsibility for Claim Forms that are not received.** Class Members who fail to submit valid and timely claims cannot obtain reimbursement or payment pursuant to the Settlement, but they will in all other respects be subject to and bound by the provisions and releases of this Settlement Agreement and the Final Approval Order and Judgment entered by the Court.

**12. What if my claim is found to be deficient?**

If a claim is found to be deficient and is rejected during the review process by the Settlement Administrator or PCNA, the Class Member will be notified of the deficiency. The Class Member will then have an opportunity to remedy the deficiency within thirty (30) days of the notice.

**13. What if my claim is denied?**

A Class Member whose claim for reimbursement or payment for a coolant pipe repair is denied and who desires review of that decision must proceed according to the following appeal process:

1. The Settlement Class Member may request assistance from Class Counsel at:  
[insert name, address, phone number]  
Class Counsel will then contact PCNA's designated counsel to try and resolve the dispute.
2. Regardless of item 1, the Class Member has twenty one (21) days from the date of the denial to mail or courier a written appeal to the Settlement Administrator and PCNA's designated counsel.
3. PCNA will have twenty (20) days from the date of mailing of the written appeal to mail or courier a written response to the Settlement Administrator.



4. The Settlement Administrator will receive and review the appeal and response from PCNA, and decide the appeal. The Settlement Administrator's decision will be final and binding.

The Settlement website contains additional details concerning the claims process, the Settlement terms, Claim Forms that may be downloaded, and more details about the appeals process.

#### 14. When will I get my reimbursement?

The Court will hold a fairness hearing on **Month X, XXXX at XX:XX a.m./p.m.**, to decide whether the settlement is fair, reasonable and adequate for the Class Members, and if so, whether the Settlement should be finally approved by the Court. If the Court approves the Settlement, there may be appeals. It is always uncertain when these appeals (if any) will be resolved, and resolving them can take time, perhaps more than a year. Please be patient.

### EXCLUDING YOURSELF FROM THIS SETTLEMENT

If you do not want a benefit from this Settlement and you want to preserve your right to sue or continue to sue Porsche for coolant pipe related claims, you must take steps to avoid the Settlement. This is called excluding yourself from, or is sometimes referred to as "opting out" of, the Settlement Class. If you ask to be excluded from the Settlement, you will receive no reimbursement or payment for a coolant pipe repair as provided for in this Settlement, but you will preserve your right to file or maintain your own lawsuit. You should not assume that any such independent lawsuit will be brought on your behalf or be successful.

#### 15. How do I get out of this settlement?

To exclude yourself from the settlement, you must send a request for exclusion by mail to the Settlement Administrator saying that you want to be excluded from the *In Re: Porsche Cars North America, Inc. Plastic Coolant Tubes Products Liability Litigation* Class. Be sure to include (i) your name, current address, and signature; (ii) identify the model, model year, VIN number, and the approximate date of purchase or lease of your Class Vehicle; (iii) state whether you still own or lease the Class Vehicle; and (iv) specifically state your desire to be excluded from the Settlement Class. You must mail your exclusion request by First Class U.S. mail, postage paid and postmarked no later than **Month XX, 2013 [insert date 60 days from date of Notice]** to:

Garden City Group, Inc.

P.O. Box ----

, CA -----

You cannot exclude yourself on the phone or by e-mail. If you ask to be excluded, you cannot receive any benefits under this Settlement and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue PCNA in the future.

#### 16. What am I giving up to stay in the Class?

If you are a Class Member and you do not exclude yourself, you will be bound by the terms of the Settlement Agreement. You will give up your rights, if any, to sue Porsche for claims related to coolant pipe damage, excluding personal injury claims. That means you cannot sue, continue to sue, or be part of any other lawsuit against PCNA for claims related to this Settlement. It also means that all of the Court's orders will apply to you and legally bind you.

## THE LAWYERS REPRESENTING YOU

### 17. Do I have a lawyer in this case?

The Court asked the following attorneys and law firms to represent you and other Class Members:

Niall P. McCarthy  
Justin T. Berger  
Eric J. Buescher  
**Cotchett, Pitre & McCarthy, LLP**  
840 Malcolm Road, Suite 200  
Burlingame, California 94010

Mark D. Landes  
Gregory M. Travaglio  
Mark H. Troutman  
Joanne S. Peters  
**Isaac, Wiles, Burkholder & Teetor, LLP**  
Two Miranova Place, Suite 700  
Columbus, Ohio 43215

Shennan Kavanagh  
Gary E. Klein  
**Klein Kavanagh Costello, LLP**  
85 Merrimac Street  
4th Floor  
Boston, Massachusetts 02114

Adam J. Levitt  
John Tangren  
**Grant & Eisenhofer P.A.**  
30 North LaSalle Street, Suite 1200  
Chicago, Illinois 60602

Fletcher V. Trammell  
**Bailey Perrin Bailey**  
440 Louisiana Street, Suite 2100  
Houston, Texas 77002

Joseph C. Kohn  
William E. Hoese  
**Kohn Swift & Graf, P.C.**  
One South Broad Street, Suite 2100  
Philadelphia, Pennsylvania 19107

Daniel A. Schlanger  
**Schlanger & Schlanger, LLP**  
1025 Westchester Avenue  
Suite 108  
White Plains, New York 10604

Together, these lawyers are called Class Counsel. You will not be charged for these lawyers. They will be paid as described below in question 18. If you want to be represented by your own lawyer, you may hire one at your own expense. The contact information for Class Counsel can be found on the settlement website, at [www.xxxx.com](http://www.xxxx.com), or by contacting the Settlement Administrator at 1-XXX-XXX-XXXX

### 18. How will the lawyers be paid?

Class Counsel will ask the Court for an award of \$4.5 million in attorneys' fees and \$250,000 for reimbursement of expenses, as well as for service payments to the Class Representatives in the amount of \$5,000 each for their services to the class. PCNA will separately pay the fees and expenses that the Court awards. These amounts will not come out of the funds for benefits to Class Members. A copy of Class Counsel's papers in support of an award of attorneys' fees and expenses and request for service payments to Class Representatives will be available at [www.xxxxx.com](http://www.xxxxx.com) as of [insert date].

PCNA will separately pay the Settlement Administrator's fees and costs to administer the settlement. The Class Settlement does not require you to pay these fees.

## **OBJECTING TO THE SETTLEMENT**

You can tell the Court that you do not agree with the settlement or some part of it.

### **19. How do I tell the Court that I do not like the settlement?**

If you are a Class Member, you can object to the Settlement and/or Class Counsel's petition for attorneys' fees, service payments and expenses if you do not like any part of them. You can give reasons why you think the Court should not approve them. The Court will consider your reasons. To object, you must send a letter to the Settlement Administrator saying that you object to the *In Re: Porsche Cars North America, Inc. Plastic Coolant Tubes Products Liability Litigation* settlement. Be sure to include: (i) your full name, current address, and telephone number; (ii) identify the model year and VIN of your Class Vehicle; (iii) whether you are a current or prior owner or lessee; (iv) when you purchased or leased your Class Vehicle; (v) a statement of the reasons you object to the settlement, including legal and factual grounds for your objection; and (vi) provide copies of all documents that you wish to submit in support of your objections. Any objection must be postmarked no later than **Month XX, 2013** [insert date 60 days after date of Notice] and mailed to:

Settlement Administrator  
Garden City Group, Inc.  
P.O. Box ----  
, CA -----

Class Counsel

PCNA's Counsel  
William F. Kiniry, Jr.  
DLA PIPER LLP (US)  
One Liberty Place  
1650 Market Street, Suite 4900  
Philadelphia, Pennsylvania 19103

### **You must also file your objection with the Court.**

If you do not submit a written comment on the proposed settlement or Class Counsel's petition for attorneys' fees, service payments and expenses in accordance with the deadline and procedures set forth above, you will waive your right to be heard at the fairness hearing and to appeal from any order or judgment of the Court concerning this matter.

### **20. What is the difference between objecting and excluding?**

Objecting is simply telling the Court that you do not like something about the settlement, and you are requesting that the Court approve improved settlement terms. You can object only if you stay in the Class. Excluding yourself (opting out) is telling the Court that you are excluding yourself from being involved in the Class Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

## **THE COURT'S FAIRNESS HEARING**

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak at the hearing, but you do not have to attend the hearing.

### **21. When and where will the Court decide to approve the settlement?**

The Court will hold a Fairness Hearing at **X:XX a.m/p.m. on Month X, XXXX**, at the United States District Court for the Southern District of Ohio, Eastern Division, Joseph P. Kinneary U.S. Courthouse, Room 169, 85 Marconi Boulevard, Columbus, Ohio 43215. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the settlement. It is not known how long these decisions will take. Please

note that the hearing date may change. To verify the hearing date please call **1-800-XXX-XXXX** or visit [www.xxxxx.com](http://www.xxxxx.com).

**22. Do I have to come to the hearing?**

No. You are welcome to come to the hearing at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary. It is important if you want to participate in the hearing that you contact the court clerk to schedule your appearance at the hearing.

**IF YOU DO NOTHING**

**23. What happens if I do nothing at all?**

If you do nothing, you will not have the opportunity to get a benefit from the Settlement and you will not be able to sue PCNA for any claims related to coolant pipe damage in the future. You will be bound by the rulings made in this case.

**GETTING MORE INFORMATION**

**24. Are there more details available about the settlement?**

This Notice summarizes the proposed settlement. There are more details in the Settlement Agreement. You can get a copy of the Settlement Agreement by writing to the Settlement Administrator, Garden City Group, Inc., **P.O. Box XXX, \_\_, XXXXX**, by calling the toll free number [**insert number**] or by visiting [www.xxxxxxxxx.com](http://www.xxxxxxxxx.com). **DO NOT CONTACT THE COURT.**

**25. How do I get more information?**

You can call **1-XXX-XXX-XXXX** toll free; write to the Settlement Administrator, Garden City Group, Inc., **P.O. Box XXX, \_\_\_\_\_, CA XXXXX**, or visit the website at [www.xxxxxxxxx.com](http://www.xxxxxxxxx.com), where you will find answers to common questions about the settlement, a Claim Form, plus other information to help you determine whether you are a Class Member and whether you are eligible for a reimbursement. You may also contact Class Counsel as identified in Question 17.