

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

**IN RE: PORSCHE CARS NORTH
AMERICA, INC. PLASTIC COOLANT
TUBES PRODUCTS LIABILITY
LITIGATION**

Civil Action No.: 2:11-MD-2233

**Judge Gregory L. Frost
Magistrate Judge E. A. Preston Deavers**

This document relates to:

ALL ACTIONS

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims ("Settlement Agreement") is entered into on this 6th day of May, 2013, by and between Porsche Cars North America, Inc. ("PCNA") and the Representative Class Plaintiffs, individually and as representatives of the proposed Settlement Class, to settle and compromise, according to the terms and conditions herein, the multidistrict litigation transferred to and presently pending in the United States District Court for the Southern District of Ohio titled *In Re: Porsche Cars North America, Inc. Plastic Tubes Product Liability Litigation*, No. 2:11-md-2233, and each of the individual actions comprising it (the "Action").

I. DEFINITIONS

The following definitions apply to and are incorporated into this Settlement Agreement:

1. "Approved Certified Pre-Owned Vehicle" (or "ACPO Vehicle") means pre-owned Class Vehicles that were inspected by authorized Porsche dealerships and were purchased through the Porsche Approved Certified Pre-Owned Program.

2. "Claims Form" refers to the form attached as Exhibit A, which will be submitted by Settlement Class members to request benefits under this Settlement Agreement.

3. "Class Counsel" means the following attorneys appointed by the Court on July 26, 2011 as Plaintiffs' Interim Lead Counsel and Plaintiffs' Executive Committee:

Plaintiffs' Interim Co-Lead Counsel

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Plaintiffs' Executive Committee

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4. “Class Vehicle(s)” means model year 2003 to 2006 Porsche Cayenne vehicles with V8 engines (all types), manufactured between January 28, 2002 and December 5, 2006.

5. “Collateral Damage” means 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. Expressly excluded from this definition is collateral damage that results from a condition unrelated to the defect alleged by plaintiffs in the Action, which is described *infra* at Section II, ¶ 25, as well as damage to the Coolant Pipes that results from a condition unrelated to the defect alleged by plaintiffs in the Action.

6. “Coolant Pipes” means the pipes in the Class Vehicles that transport coolant fluid to and from the engine, and which bear one of the following Porsche part numbers:

- 948.106.049.05 (original equipment (OE) lower coolant pipe)
- 948.106.049.06 (updated lower coolant pipe)
- 948.106.059.03 (OE heater coolant pipe)
- 948.106.059.04 (updated heated coolant pipe)

7. “Coolant Pipe Repair” means (1) the replacement of a Class Vehicle’s Coolant Pipes with a genuine Porsche aluminum replacement kit (coolant pipe part numbers 948.106.049.07 and/or 948.106.059.05) for reasons related to the defect, including, without limitation, instances in which the Coolant Pipe Repair was performed prophylactically, alleged by plaintiffs in the Action, which is described *infra* at Section II, ¶ 25, or (2) the replacement of a Class Vehicle’s Coolant Pipes with non-genuine Porsche parts for reasons related to the defect alleged by plaintiffs in the Action, which is described *infra* at Section II, ¶ 25.

8. The "Court," unless otherwise indicated, means the United States District Court for the Southern District of Ohio.

9. "Effective Date of Settlement" means the date on which the appellate rights with respect to the Final Approval Order and Judgment in the Action have expired or been exhausted in such a manner as to affirm the Final Approval Order and Judgment.

10. "Final Approval Order and Judgment" means the order and final judgment entered by the Court that approves the class settlement with finality in all respects, and dismisses with prejudice the claims of all Representative Class Plaintiffs and Settlement Class members who do not opt out as provided in Federal Rule of Civil Procedure 23(b)(3).

11. "Notice" means the form attached as Exhibit B, which will be sent to potential Settlement Class members as described in ¶ 41 below to advise them of this class settlement and their rights thereunder.

12. "Notice Plan" means the method of providing notice to the Settlement Class as approved by the Court in its Preliminary Approval Order.

13. "Parties" means PCNA and the Representative Class Plaintiffs, individually and on behalf of the Settlement Class members, as each of those terms is defined in this Settlement Agreement.

14. "PCNA" means Porsche Cars North America, Inc. and each of its past, present or future officers, directors, employees, agents, attorneys, administrators, representatives, shareholders, stockholders, insurers, experts, consultants, investigators, successors, assignees, members, divisions, predecessors, and all other persons and entities acting on its behalf,

regardless of whether such individuals or entities are parties to the Action or specifically identified in this Settlement Agreement. PCNA does not include Dr. Ing. h.c. F. Porsche AG ("Porsche AG") or other parent company of PCNA.

15. "Preliminary Approval Motion" means a motion to be filed by Class Counsel requesting that the Court enter a Preliminary Approval Order granting preliminary approval of this settlement and Notice Plan.

16. "Preliminary Approval Order" means an order entered by the Court substantially in the form of the order attached as Exhibit C.

17. "Released Claims" refers to any and all claims, including demands, rights, liabilities, and causes of action, of every nature and description, that were asserted or could have been asserted in the Action, which relate to and arise from an alleged defect in the Coolant Pipes of the Class Vehicles, excluding any claims for personal injury.

18. "Released Parties" means PCNA and its direct and indirect parents, subsidiaries, affiliates, officers, directors, agents, authorized Porsche dealers, attorneys, and all other persons or entities acting on their behalf, suppliers, licensors, licensees, distributors, assemblers, partners, component part designers, manufacturers, holding companies, joint ventures, partners, and any individuals or entities involved in the chain of design, development, testing, manufacture, sale, assembly, distribution, marketing, advertising, financing, warranty, repair, and maintenance of the Class Vehicles and their component parts.

19. "Representative Class Plaintiffs" are Scott Florez, Ghassan Daher, David Graas, Sean Krider, Nicholas Spagnoletti, Dane McIntosh, Joseph Dudley, Bob Conrad, Sy Due Tran, Sven Wust, Kevin Starkey, Gregory Cadman, Ecliff Jackman, Deana Crawford, Jamie

Hoffecker, Richard Gorospe, Lance Brodefeld, Randall Stuewe, Daniel Delgado, and Anthony Gardner.

20. "Settlement Administrator" refers to Garden City Group, Inc., subject to Court approval.

21. "Settlement Class" means all persons in the United States who currently own or lease, or who previously owned or leased, a Class Vehicle. Excluded from the Settlement Class are the following: (a) officers and directors of PCNA (as that term is defined above); (b) the judge to whom this Action is assigned and any member of that judge's immediate family; (c) persons with personal injury claims; and (d) persons who have submitted a timely and valid request for exclusion from the Settlement Class.

II. RECITALS

22. PCNA is a corporation organized under the laws of the State of Delaware and is engaged in the business of, among other things, distributing Porsche-branded vehicles in the United States. PCNA distributed Class Vehicles to authorized dealers, which in turn sold them to consumers in the United States.

23. According to PCNA, 41,968 Class Vehicles were sold in the United States.

24. The Class Vehicles were distributed by PCNA with a New Car Limited Warranty that covered defects in materials and workmanship for a period of 50,000 miles or four years, whichever occurred first, subject to other limitations. Some Class Vehicles were later sold as ACPO Vehicles by an authorized dealer, and were covered by an ACPO limited warranty. If the consumer purchased the APCO Vehicle while the New Car Limited Warranty was still in effect, the ACPO limited warranty extended the warranty coverage to six years from the original in-

service date, or 100,000 miles, whichever occurred first. If the consumer purchased the APCO Vehicle after the New Car Limited Warranty had expired, the ACPO limited warranty covered the vehicle for an additional two years, an additional 50,000 miles, or up to 100,000 total vehicle miles, whichever occurred first.

25. In their Master Consolidated Amended Class Action Complaint, plaintiffs allege that PCNA and Porsche AG manufactured the Class Vehicles with defective plastic Coolant Pipes, which have or will prematurely degrade and fracture. Plaintiffs claim that this defect can cause damage to components of the Class Vehicles' engines. Plaintiffs further allege that PCNA and Porsche AG knew of this defect and failed to disclose it to consumers. Based on this alleged conduct, and following the Court's adjudication of PCNA's motion to dismiss, plaintiffs' remaining claims sound under the Magnuson-Moss Warranty Act (15 U.S.C. § 2301, *et seq.*), and several states' statutory and common laws for PCNA's and Porsche AG's breaches of implied warranty, negligence, and unfair and deceptive acts and practices.

26. PCNA denies the material factual allegations and legal claims asserted in the Action by the Representative Class Plaintiffs. The Representative Class Plaintiffs disagree and stand by their claims and allegations. PCNA does not believe the claims asserted in the Action are meritorious, but wishes to provide support to PCNA's customers through the benefits described in this Settlement Agreement and desires to avoid the uncertainty and expense of further litigation.

27. The Parties desire to compromise and settle all issues and claims that have been brought or could have been brought against PCNA and others in the Action.

28. This Settlement Agreement was entered into after extensive arm's length discussions and negotiations between counsel. These negotiations included three full-days of mediation sessions with Thomas B. Rutter, a founding shareholder and Chief Executive Officer of ADR Options, Inc., during which agreement was reached on core settlement terms.

29. Counsel for PCNA and Class Counsel agree that the terms of this Settlement Agreement provide a fair, adequate, and reasonable resolution of the Action.

30. The Parties will request that the Court approve a nationwide class settlement of the Action, consistent with the terms herein. If the Court approves the nationwide class settlement, the Parties will request entry of a Final Approval Order and Judgment that dismisses the claims of all plaintiffs in the Action with prejudice.

31. Considering the pertinent facts and applicable law, and the substantial benefits that will inure to Settlement Class members, the Representative Class Plaintiffs and Class Counsel have concluded that it is in the best interests of the Representative Class Plaintiffs and Settlement Class members to enter into this agreement to avoid the uncertainties of litigation. The Representative Class Plaintiffs and Class Counsel consider this agreement to be fair, reasonable, adequate, and in the best interests of the Settlement Class members.

32. PCNA and the Representative Class Plaintiffs acknowledge they have been represented and advised by independent legal counsel throughout the negotiations leading to this Settlement Agreement. They have voluntarily executed this Settlement Agreement on the advice of counsel.

33. The Parties agree to cooperate fully, to execute the formal Settlement Agreement and any and all documents reasonably necessary to effectuate the settlement terms, and to take

all reasonable actions that are necessary to obtain judicial approval of this Settlement Agreement and give this Settlement Agreement full force and effect.

34. In consideration of the promises and mutual covenants set forth in this Settlement Agreement and the foregoing Recitals, the Parties agree that, upon entry of a Final Approval Order and Judgment, that this Action shall be settled and compromised under the terms and conditions contained herein.

III. SUBMISSION OF SETTLEMENT TO THE COURT

35. Class Counsel shall present this Settlement Agreement to the Court as soon as practicable through a Preliminary Approval Motion that shall request entry of a Preliminary Approval Order that:

- (a) preliminarily approves the settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class;
- (b) certifies, for settlement purposes only, the Settlement Class as defined in this Settlement Agreement, pending final approval of the class settlement;
- (c) approves the Notice and the Notice Plan;
- (d) sets a date by which Notice must be sent;
- (e) approves a Settlement Administrator;
- (f) schedules deadlines for the submission of Claims Forms, requests for exclusion, and objections; and
- (g) schedules a final approval hearing after the Notice period has expired so that the Court can consider any objections to the settlement, approve the class settlement, and consider Class Counsel's applications for attorneys' fees and expenses and incentive awards.

36. Class Counsel and counsel for PCNA will request that the Court schedule a hearing to obtain final approval of the class settlement as soon as reasonably possible and consistent with the approved Notice Plan.

37. After the Court provides its final approval of the class settlement, the Parties will request entry of a Final Approval Order and Judgment. Among other things, the Final Approval Order and Judgment presented to the Court shall:

- (a) provide final Court approval of the terms of the Settlement Agreement as fair, adequate, and reasonable;
- (b) provide for the orderly performance and enforcement of the terms and conditions of the Settlement Agreement;
- (c) dismiss the Action with prejudice;
- (d) discharge the Released Parties from all further liability to Settlement Class members with respect to the Released Claims;
- (e) provide a permanent bar that enjoins each of the Settlement Class members and any of their predecessors, successors, representatives, parent companies, subsidiaries, affiliates, heirs, executors, administrators, attorneys, successors, and assignees from instituting, filing, commencing, prosecuting, maintaining, or continuing to prosecute—directly or indirectly, as an individual or collectively, representatively, derivatively, or on behalf of them, or in any other capacity of any kind whatsoever—any action in any state or federal court or in any other tribunal, forum, or proceeding of any kind that asserts any of the Released Claims against the Released Parties;
- (f) confirm that the Settlement Class was certified for settlement purposes only;
- (g) find that the form and manner of disseminating class Notice as set forth in this Settlement Agreement and ordered by the Court was accomplished as directed, constituted the best practicable notice under the circumstances, met or exceeded the requirements of due process, and constituted due and sufficient notice to all members of the Settlement Class; and
- (h) find that the Representative Class Plaintiffs and Class Counsel have fairly and adequately represented the interests of the Settlement Class members at all times in the Action.

38. Plaintiffs shall prepare all preliminary approval and final approval papers and PCNA shall be permitted, but is not required, to file responsive papers.

39. PCNA shall provide notice to state and federal officials of the proposed class settlement as required by the Class Action Fairness Act (28 U.S.C. § 1715) within 10 days after Class Counsel files a Preliminary Approval Motion.

40. If the Preliminary Approval Order or the Final Approval Order and Judgment is not obtained from the Court in a form contemplated by this Settlement Agreement, or the Final Order and Judgment is reversed or materially modified on appeal, this Settlement Agreement shall be null and void *ab initio* upon election of either of the Parties and have no further force and effect with respect to any of the Parties in the Action.

IV. NOTICE AND OPPORTUNITY FOR EXCLUSION

41. Through the Settlement Administrator, PCNA will provide Notice to all members of the Settlement Class as follows:

- (a) Using information provided by PCNA, as well as information it has collected on its own, Experian will compile and send to the Settlement Administrator a mailing list of potential Settlement Class members consisting of all identifiable current and prior owners and lessees of Class Vehicles in the United States at their last known address. The available addresses of the potential Settlement Class members provided by Experian shall be compared against a national database (such as the NCOA database maintained by the postal service) for accuracy by the Settlement Administrator and updated if appropriate. The Parties agree to cooperate to facilitate the identification of owners and lessees by Experian. Because some states require a court order before vehicle owner and lessee information can be released, the identity of all potential Settlement Class members may not be available until after preliminary approval of the class settlement. Nevertheless, best efforts will be made to ascertain this information no later than 30 days before Notice is required to be sent.
- (b) After receiving the final mailing list from Experian, the Settlement Administrator shall send the Notice and Claims Form to potential Settlement Class members by First Class U.S. Mail, postage paid. The Settlement Administrator shall complete the mailing within 30 days of receiving the final mailing list. Any Notice returned undelivered by the U.S. Postal Service shall be evaluated by the Settlement Administrator

using its normal database follow up procedures, and the Notice shall be re-mailed if a more current address can be identified. PCNA shall have no further obligation to locate potential Settlement Class members or to mail additional copies of the Notice.

- (c) A copy of the Notice and the Claims Form shall be made available on the Internet on a website to be established and maintained by the Settlement Administrator, along with other documents filed with the Court, and Frequently Asked Questions ("FAQs") about the Class Settlement. The content of the website will be mutually agreed upon by the Parties. This website shall remain active and accessible through final approval of the settlement.
- (d) The Settlement Administrator will establish a toll-free telephone number that will be included in the Notice. The toll-free telephone number will provide pre-recorded information, agreed to by the Parties, that (1) provides the status of the class settlement and its terms; (2) refers callers to the Settlement Administrator's website for further information; and (3) provides callers with the address, phone number and e-mail address of Class Counsel who may be contacted for additional information. The Settlement Administrator's obligation to maintain the toll-free telephone number will continue after final approval by the Court, so that Settlement Class members are notified of their post-Notice repair rights. The Notice and other class action information shall not be distributed by the Parties via media or any other form of advertising.
- (e) Class counsel will receive an electronic copy of the compiled Class list no later than twenty-one (21) days prior to the date by which mailing must be made. Class counsel will have the right to supplement or correct the compiled list of Settlement Class members and the parties will meet and confer in good faith with the participation of the Settlement Administrator if there are differences between them about the final compiled Class list. Class counsel may instruct the Settlement Administrator to send the Notice by email to any Settlement Class Members who have contacted them and have provided an email address.

42. In addition to notifying potential Settlement Class members, PCNA will also notify authorized Porsche dealers of this settlement and provide them with sufficient information to enable the dealerships to effectively respond to Settlement Class member requests for repair, reimbursement, or other support.

43. Anyone who wishes to be excluded from the Settlement Class must submit a written request for exclusion by First Class U.S. Mail, postage paid, to the United States Post Office Box established and maintained by the Settlement Administrator for the purposes of this class settlement. Any request for exclusion from the Class Settlement must be postmarked on or before the deadline set by the Court and specified in the Notice, which shall be no less than 60 days after the initial mailing of the Notice. Anyone submitting a request for exclusion must: (a) set forth his/her full name and current address; (b) identify the model year and model of his/her Class Vehicle(s) and the approximate date(s) of purchase or lease; (c) state whether the Settlement Class member requesting exclusion still owns or leases the Class Vehicle; and (d) specifically state his/her desire to be excluded from the Settlement Class. Any current owner or lessee of a Class Vehicle who submits a request for exclusion must also provide the vehicle identification number (VIN) of the Class Vehicle.

44. Anyone who falls within the Settlement Class definition and does not submit a request for exclusion in complete accordance with the deadlines and other specifications set forth in the Notice shall become a Settlement Class member and be bound by all proceedings, orders, and judgments of the Court pertaining to the Settlement Class pursuant to this Settlement Agreement, absent a court order to the contrary obtained by the Settlement Class member at his or her own expense.

45. PCNA shall pay all costs reasonably incurred by the Settlement Administrator to provide the services specified in this Settlement Agreement. Neither Class Counsel nor Settlement Class members shall be responsible for any costs of the Settlement Administrator.

46. The Settlement Administrator shall provide copies to Class Counsel and counsel for PCNA of all requests for exclusion and all written communications relating to the class settlement the Settlement Administrator receives from Settlement Class members or others that were not served on the Parties. To the extent Class Counsel or counsel for PCNA receive requests for exclusions that have not been transmitted to the Settlement Administrator, they shall transmit those communications to the Settlement Administrator, who shall provide other Parties with a copy of those communications.

V. SETTLEMENT CLASS MEMBER BENEFITS & RELEASE

47. In consideration for the release of claims by the Representative Class Plaintiffs and Settlement Class members, and the dismissal with prejudice of the Action, PCNA agrees, subject to the one-year claim submission deadline and other applicable provisions of this Settlement Agreement, to compensate the Settlement Class members according to the terms set forth below.

- (a) PCNA will compensate Settlement Class members who purchased or leased new or ACPO Class Vehicles from an authorized dealer as follows:
 - (1) If, before receiving Notice of this settlement, the Settlement Class member had already paid for a repair of the vehicle's Coolant Pipes, PCNA will reimburse the Settlement Class member in the amount determined by the chart set forth in subsection (3) below.
 - (2) If, after receiving Notice, a Settlement Class member, whose Class Vehicle is still equipped with Coolant Pipes, requests a repair pursuant to the terms of this Settlement Agreement, PCNA will pay the cost of a Coolant Pipe Repair at an authorized Porsche dealership in the amount determined by the chart set forth in subsection (3) below.
 - (3) The amount of reimbursement or payment for a Coolant Pipe Repair will be determined by mileage, without regard to the amount of time the Class Vehicle was first placed into service, according to the following chart:

Mileage at Time of Repair/Replacement	% of Actual Invoice Up to Cap	Cap Past Repairs Reimbursement	Cap Future Repairs Payment
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) PCNA will compensate Settlement Class members who purchased or leased used Class Vehicles that did not come with an ACPO warranty as follows:
- (1) Subject to subsection (3) below, if, before receiving Notice of this settlement, the Settlement Class member had already paid for a repair of the vehicle's Coolant Pipes, PCNA will reimburse the Settlement Class member with 25% of the invoice price paid for the Coolant Pipe Repair, but which reimbursement shall not exceed \$450.
 - (2) Subject to subsection (3) below, if, after receiving Notice, the Settlement Class member's Class Vehicle is still equipped with original equipment Coolant Pipes, and the Settlement Class member requests a repair pursuant to the terms of this Settlement Agreement, PCNA will pay \$375 towards a Coolant Pipe Repair at an authorized Porsche dealership.
 - (3) In order to qualify for the benefit set forth in subsection (b)(1) and (2) above, any Coolant Pipe Repair must have occurred before the vehicle's mileage exceeds 120,000 miles.
- (c) If a Settlement Class member qualifies for the benefits provided for in ¶ 47(a) or (b), PCNA will also reimburse or pay for up to \$500 for Collateral Damage, if any, subject to an adequate showing of proof that the damage was related to a problem with the Class Vehicle's Coolant Pipes.
- (d) Settlement Class members who otherwise qualify for benefits under this paragraph shall only be entitled to such benefits to the extent that the Settlement Class members have paid, or will pay out of pocket for the repairs. Settlement Class members will not receive benefits if the repairs were or would be paid or reimbursed by any other source including, but not limited to, a PCNA New Car Limited Warranty, a PCNA ACPO limited warranty, a third party warranty, extended warranty insurance, dealer discounts or goodwill, or any other third-party source. However, if

the other source of benefits provided, or will provide, a Settlement Class member with less benefits than that which PCNA has agreed to provide under this Settlement Agreement, PCNA shall provide that person with benefits representing the difference between the Settlement class member's benefit under this Settlement Agreement and the lesser benefit provided by the other source.

- (e) The obligation of PCNA to provide any compensation, reimbursement or benefit to a Settlement Class member under the schedule set forth in paragraph 47(a) is limited to one Coolant Pipe Repair per vehicle. If, at the Effective Date of Settlement, a Settlement Class Member has already replaced original equipment Coolant Pipes with aftermarket (i.e., non-Porsche) devices, PCNA will, at the election of the Settlement Class Member, either reimburse the Settlement Class Member according to the schedule in paragraph 47(a) for that repair or pay according to the schedule in paragraph 47(a) for removal of the aftermarket devices and replacement with genuine Porsche repair parts.

48. In order to receive the benefits set forth in ¶ 47, Settlement Class members must submit a Claims Form, in accordance with ¶¶ 51-55 (below), within one year of the Effective Date of Settlement or mailing of the Notice, whichever is later. This applies both to those Settlement Class members who seek reimbursement for past expenses, as well as those who will seek full or partial payment for future repairs.

49. PCNA is in no way liable for any taxes Class Counsel, the Representative Class Plaintiffs, Settlement Class members, or others may be required to pay as a result of the receipt of any benefits under this settlement.

50. Upon the Effective Date of Settlement, the Representative Class Plaintiffs and Settlement Class members will each forever release, discharge, waive, and covenant not to sue the Released Parties regarding any of the Released Claims. This release includes all such claims that the Representative Class Plaintiffs and Settlement Class members do not know of or suspect to exist in their favor at the time of this release and that, if known by them, might have affected their settlement and release of the Released Parties, or might have affected their decision not to

object to this agreement. The foregoing waiver includes without limitation an express waiver, to the fullest extent permitted by law, of any and all rights conferred by section 1542 of the California Civil Code, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

The foregoing waiver also includes without limitation an express waiver, to the fullest extent permitted by law, of any and all rights under any law of any state or territory of the United States, including the District of Columbia, and any federal law or principle of common law or equity, or of international foreign law, that is comparable to section 1542 of the *California Civil Code*. The Representative Class Plaintiffs and Settlement Class members recognize that even if they later discover facts in addition to or different from those they know or believe to be true, they nevertheless agree that upon entry of the Final Approval Order and Judgment, the Representative Class Plaintiffs and Settlement Class members fully, finally, and forever settle and release any and all of the Released Claims. The foregoing waiver and release was bargained for and is a material element of this Settlement Agreement.

50a. The Released Parties and their counsel release the Representative Class Plaintiffs and Class Counsel from any and all claims including, without limitation, demands, rights, liabilities, counterclaims and causes of action, of every nature and description, that were asserted or could have been asserted in connection with this litigation or settlement of this litigation.

VI. CLAIMS ADMINISTRATION

51. All claims must be submitted (i.e., transmitted or postmarked) within one year of the Effective Date of Settlement or the mailing of the Notice, whichever is later. This applies both to those Settlement Class members who seek reimbursement for past expenses, as well as

those who will seek full or partial payment for future repairs. Class members who fail to submit valid claims within the one-year time period cannot obtain reimbursement or payment for repairs, and will be bound by the provisions and releases of this Settlement Agreement and the Final Approval Order and Judgment.

52. Upon a claim being approved by the Settlement Administrator, PCNA will reimburse Settlement Class members who, before receiving Notice, paid to repair or replace the original equipment Coolant Pipes and Collateral Damage, if any, in their Class Vehicle(s). The claim process for such reimbursements is as follows:

- (a) Settlement Class members must send to the Settlement Administrator the following documents by U.S. Mail, email, facsimile, or Federal Express or another reputable courier service:
 - (1) a completed Claims Form;
 - (2) a clear and legible copy of the repair orders and/or other service documents that identify the make, model, and year of the vehicle, provide the vehicle identification number (VIN), provide the odometer reading at the time of the repair, and sufficiently establish that a Coolant Pipe Repair occurred;
 - (3) proof that the Settlement Class member owned or leased the Class Vehicle at the time of the repair, and for an ACPO claimant, proof of purchase of the Class Vehicle with an ACPO warranty;
 - (4) receipts, invoices and other records of expenses paid out of pocket for the Coolant Pipe Repair and repair of Collateral Damage, if any; and
 - (5) current contact information for the Settlement Class member including full name, current address, telephone number, and email address (if available).
 - (6) To the extent that documents sufficient to satisfy the requirements of section (2), (3), and/or (4) are unavailable, the Settlement Class member may submit a legally sufficient affidavit attesting to the required information. Such affidavit will explain the

circumstances that prevent the Settlement Class member from submitting the required documents.

- (7) Upon receipt of a Claims Form supported by affidavit, the Settlement Administrator will notify PCNA and Class Counsel. Within seven days after receiving notice, PCNA will notify the Settlement Administrator to either accept the affidavit and authorize payment of the claim or request that the Settlement Class member provide additional information. If PCNA finds the additional information sufficient, the claim will be paid according to the applicable schedule in this Agreement. If PCNA finds the additional information insufficient, the Settlement Class member and Class Counsel will be notified by the Settlement Administrator that PCNA has denied the claim. The Settlement Class member may then appeal PCNA's denial through the process described in ¶ 55 *infra*.
- (b) If a timely and approved Claims form is received prior to the Effective Date, it will be paid no later than 30 days after the Effective Date. If a timely and approved Claims form is received after the Effective Date, it will be paid within 60 days after receipt of the Claims Form.
- (c) In the event a Settlement Class member fails to cash the reimbursement check within 181 days of the date of the check and/or the check is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall take additional reasonable steps to determine the Settlement Class member's new or correct address and reissue a replacement check to the Settlement Class member to the extent possible. If no new or correct address is determined, Class Counsel should be advised and may provide updated contact information to the Settlement Administrator. If checks remain uncashed within 91 days of delivery or undeliverable after due diligence, such checks shall be directed upon court approval to a *cy pres* recipient to be determined upon future agreement of the parties.

53. If, after receiving Notice, a Settlement Class member desires a Coolant Pipe

Repair or repair of Collateral Damage, the claim process is as follows:

- (a) The Settlement Class member shall contact PCNA through the toll-free telephone number and by the deadline provided for in the Notice. If the Class Vehicle is not already at an authorized Porsche dealership, PCNA will direct the customer to deliver the vehicle to an authorized dealership for inspection and review by PCNA and/or the Porsche authorized dealership.

- (b) At the time the vehicle is delivered to an authorized Porsche dealership or as soon thereafter as possible, the Settlement Class member shall submit a Claims Form to PCNA or, at PCNA's direction, the authorized Porsche dealership. Once the Claims Form is provided, PCNA will advise the Settlement Administrator to open the Settlement Class member's claim. Copies of all Claims Forms will be sent promptly to Class Counsel.
- (c) Within 30 days of delivery of the Claims Form, PCNA will determine if the Settlement Class member is entitled to have PCNA pay for all or a portion of the cost of the Coolant Pipe Repair and repair of Collateral Damage (if any), and will advise the class member, Class Counsel and the Settlement Administrator of that determination. If PCNA will be paying for all or a portion of a claim, it shall advise the Porsche authorized dealership of the portion to be paid by PCNA pursuant to the terms of this Settlement Agreement. The Settlement Class member shall be responsible to the authorized Porsche dealership for payment of his or her portion of the remaining share, if any.

54. If, after receiving Notice, the Settlement Class member causes a Coolant Pipe Repair to occur before he or she undertakes all of the required steps described above at his or her own expense, the Settlement Class member must follow the claim process outlined in ¶ 52. But in such an instance, PCNA may in its sole discretion reject that claim, if, for any reason, it is unable to verify that the repairs were necessitated by the alleged defect, which is described *supra* at Section II, ¶ 25. If a claim is deficient based on review by the Settlement Administrator or PCNA, the Settlement Administrator will notify the Settlement Class member that the claim will be denied. Notice of any such denial shall also be provided to Class Counsel, and Class Counsel shall additionally receive all documentation concerning the claim and its denial. The Settlement Class member will be provided an opportunity to cure the claim within 30 days of the notice of denial to the Settlement Class member and Class Counsel.

55. A Settlement Class member whose claim for payment or reimbursement is denied in whole or in part and who desires review of that decision may appeal by proceeding as follows:

- (a) The Settlement Class member may contact Class Counsel and advise them of the dispute. Class Counsel will then contact PCNA's designated counsel:

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

- (b) Class Counsel and PCNA will meet and confer regarding any denial of a claim within seven (7) days after Class Counsel receives the notice of denial and related documentation.
- (c) If no resolution occurs during that time period, Class Counsel or the class member may submit a written appeal to the Settlement Administrator and serve a copy on PCNA's designated counsel within seven (7) days after the meet and confer process is terminated. PCNA will then have twenty (20) days from the date of mailing of the appeal claim to mail a written response to the Settlement Administrator.
- (d) The Settlement Administrator will receive and review the appeal claim and any response from PCNA and/or Class Counsel, confirm the requestor is a Settlement Class member, and decide the issue based on these submissions. The Settlement Administrator's decision will be final and binding.

VII. OBJECTION PROCEDURE

56. Any Settlement Class member who wishes to object to the Class Settlement must send a written objection ("Objection") to the Settlement Administrator by First Class U.S. Mail, postage paid, to the United States Post Office Box established and maintained by the Settlement Administrator for the purposes of this class settlement. All objections must also be filed with the Court and served on Class Counsel and on counsel for PCNA at the addresses specified in ¶ 79. Any objection must be postmarked on or before the deadline specified in the Notice, which shall be 60 days after mailing of the Notice. Only Settlement Class members may object to the Class Settlement. A Settlement Class Member who submits a request for exclusion shall not be entitled to object to the settlement, and if both an exclusion and objection are submitted, the

objection shall be deemed to be invalid. The Settlement Administrator shall be responsible for forwarding all Objections to counsel for PCNA and Class Counsel. Class Counsel or PCNA shall serve and file any responses to any Objections no later than 14 days before the hearing on the Final Approval Order and Judgment ("Fairness Hearing").

57. In the Objection, an objecting Settlement Class member must: (a) set forth his/her full name, current address, and telephone number; (b) identify the model year of his/her Class Vehicle(s), as well as the vehicle identification number (VIN) of his/her Class Vehicle(s); (c) state whether he/she is a current or prior owner or lessee; (d) state when he/she purchased or leased the Class Vehicle(s); (v) set forth a statement of the position the objector wishes to assert, including the factual and legal grounds for the position; and (vi) provide copies of all documents that the objector wishes to submit in support of his/her position.

58. Any Settlement Class member who does not strictly comply with these objection procedures and those specified in the Notice shall not be permitted to object to the class settlement.

59. Subject to approval of the Court, any objecting Settlement Class member may appear at the Fairness Hearing, in person or through counsel, to show cause why the proposed class settlement should not be approved as fair, adequate, and reasonable.

VIII. ATTORNEYS' FEES, COSTS, & SERVICE PAYMENTS

60. Upon the Effective Date of Settlement, or upon the exhaustion of all appeals, if any, arising out of the award of attorneys' fees, costs and expenses or the award of Representative Class Plaintiffs' service fees, whichever is later, PCNA agrees to pay, within 10 days, to the Representative Class Plaintiffs and Class Counsel the amount of the service

payments, attorneys' fees, costs and expenses as finally awarded by the Court, at the addresses provided by Class Counsel.

61. Any fee awards and service payments payable hereunder and approved by the Court shall be in complete satisfaction of any and all claims for such attorneys' fees, service payments, and costs under state or federal law that the Representative Class Plaintiffs, Settlement Class members, or Class Counsel have or may have against PCNA and the Released Parties arising out of the Action or in connection with the negotiation and preparation of this Settlement Agreement.

62. The parties shall not be responsible for attorneys' fees, costs, or expenses of any kind incurred by Settlement Class members who submit Objections to the Class Settlement or who exclude themselves from the Settlement Class.

IX. USE OF THIS AGREEMENT

63. This Settlement Agreement is a compromise and settlement of disputed claims and neither this Settlement Agreement nor any action taken pursuant to it shall constitute, or be construed as:

- (a) an admission of the validity of any claim or any factual allegation that was or could have been made by the Representative Class Plaintiffs and Settlement Class members in the Action, or of any wrongdoing or fault, violation of law, or liability of any kind on the part of any of the Released Parties; or
- (b) an admission by any of the Released Parties that any requirement for class certification is satisfied in the Action or any other litigation.

64. This Settlement Agreement shall not be offered or admitted into evidence by or against the Released Parties, or cited or referred to in any action or proceeding, except: (a) in any action or proceeding brought by or against the Parties to enforce or otherwise implement the

terms of this Settlement Agreement; or (b) in any action to support a defense of issue preclusion, claim preclusion, release, estoppels, or similar defense in law or equity.

65. If the Settlement Agreement is terminated, any order certifying the Settlement Class shall be vacated, and the Action shall proceed as though the Settlement Class had never been certified, without prejudice to the Parties' rights to either request or oppose class certification. The settlement of the Action shall have no precedential value in this or any future litigation with regard to the certification of any proposed class.

X. BINDING EFFECT

66. Upon the Effective Date of Settlement, this Settlement Agreement shall be binding upon and inure to the benefit of the Parties, the Released Parties, and their representatives, heirs, successors, and assignees.

67. This Settlement Agreement and its attachments shall constitute the entire agreement of the Parties. This Settlement Agreement supersedes and replaces all prior negotiations and proposed agreements, written or oral.

68. All of the attached exhibits are incorporated into this Settlement Agreement by reference.

XI. EXECUTION AND MODIFICATION

69. This Settlement Agreement may be executed in counterparts by the Parties, and a facsimile or emailed scanned signature shall be deemed an original signature for purposes of this Settlement Agreement.

70. The Settlement Agreement shall not be subject to any change, modification, amendment, or addition, nor can any provisions be waived, without the express written consent of Class Counsel and counsel for PCNA.

71. In the event any one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision if PCNA and Class Counsel, on behalf of the Representative Class Plaintiffs and Settlement Class members, mutually elect to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Settlement Agreement.

XII. TERMINATION

72. This Settlement Agreement is contingent upon Court approval. If the Preliminary Approval Order or the Final Approval Order and Judgment is not obtained from the Court in a form contemplated by this Settlement Agreement and its proposed orders, or the Final Order and Judgment is reversed or modified on appeal, and either the Representative Class Plaintiffs or PCNA so elect, this Settlement Agreement shall be null and void and have no further force and effect with respect to any of the Parties in the Action. If the number of Settlement Class members seeking to be excluded from the Class Settlement exceeds 500, and should PCNA so elect, this Settlement Agreement shall be null and void and have no further force and effect with respect to any of the Parties in the Action. In the event of termination, the Settlement Agreement may not be offered in evidence or used in any litigation (including this Action) for any purpose, including the existence, certification, or maintenance of any purported class.

73. The canceling and terminating Party may make such election only by furnishing written notice of an intent not to proceed with the terms and conditions of this Settlement

Agreement to the other Party within 15 calendar days of the event forming the basis for the election to terminate. In the event of such an election, this Settlement Agreement and all negotiations, proceedings, documents, and related statements shall be without prejudice to the Parties, shall not be deemed an admission by any Party of any matter, and shall not be used for any purpose. All Parties to the Action shall stand in the same position as if this Settlement Agreement had not been negotiated, made, or filed with the Court, and without prejudice to the Parties' rights to either request or oppose class certification.

XIII. OTHER TERMS AND CONDITIONS

74. This Settlement Agreement, and all contractual rights and obligations provided for therein shall be construed under and governed by the laws of the State of Ohio, without giving effect to the State of Ohio's choice-of-law principles. The method of calculation and amount of attorneys' fees and expenses to be paid by PCNA to Class Counsel and service fees to Representative Class plaintiffs shall be determined by the United States District Court for the Southern District of Ohio in accordance with governing law. The Court shall retain jurisdiction over the interpretation and implementation of this Settlement Agreement, as well as any and all matters arising out of, or relating to, the interpretation or implementation of the Final Approval Order and Judgment.

75. The Parties and their counsel have negotiated and fully reviewed the terms of this Settlement Agreement. The rule that any uncertainty or ambiguity in this contract will be construed against the drafter shall not apply to the construction of this Settlement Agreement by a court of law or any other adjudicating body of this Settlement Agreement.

76. The Parties will jointly request to stay all proceedings in the Action until entry of the Final Approval Order and Judgment. The stay of proceedings shall not prevent the filing and

service of any motions, affidavits, and other papers necessary to obtain approval of this Settlement Agreement.

77. Plaintiffs agree that they will fully comply with ¶ 19 of the Confidentiality Agreement and Protective Order Regarding Jurisdictional Discovery and Production (entered March 12, 2012), and within sixty (60) days after Effective Date of Settlement, shall cause persons having received Confidential Information (as that phrase is defined in the Confidentiality Agreement and Protective Order Regarding Jurisdictional Discovery and Production) to return such materials and all copies thereof to counsel for the producing party and certify that fact to counsel for the producing party.

78. Discovery to confirm Settlement Class membership will occur in the United States and be conducted by Class Counsel of PCNA employees only. No more than two one-day depositions and/or documents sufficient to show information available to PCNA to identify class membership is permitted. No Interrogatories, Requests to Produce documents or Requests for Admissions will be served.

79. Whenever, under the terms of this Settlement Agreement, a person is required to provide service or written notice to PCNA or to Class Counsel, such service or notice shall be directed to the individuals and addresses specified below, unless those individuals or their successors give notice to the other Parties in writing:

As to Class Counsel:
Mark Landes
Gregory M. Travaglio
Mark H. Troutman
**ISAAC, BRANT, LEDMAN
& TEETOR, LLP**
250 East Broad Street, Suite 900

Columbus, Ohio 43215

Gary Klein
Shennan Kavanagh
KLEIN KAVANAGH COSTELLO, LLP
85 Merrimac Street, 4th Floor
Boston, Massachusetts 02114

Adam J. Levitt
John E. Tangren
GRANT & EISENHOFER P.A.
30 North LaSalle Street, Suite 1200
Chicago, Illinois 60602

Niall P. McCarthy
Justin T. Berger
COTCHETT, PITRE & McCARTHY, LLP
840 Malcolm Road, Suite 200
Burlingame, California 94010


As to PCNA:

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

80. Unless otherwise indicated herein, where any Party's exercise of any right under this Settlement Agreement requires written notice, the Party shall serve such written notice by First-Class U.S. Mail, postage paid, or any method that is at least as reliable and timely as First-Class U.S. Mail.

APPROVED AS TO FORM AND CONTENT:


Dated: 6/4, 2013



Scott Florez
Representative Class Plaintiff


APPROVED AS TO FORM AND CONTENT:

Dated: 05/21, 2013


Ghassan Daher
Representative Class Plaintiff

APPROVED AS TO FORM AND CONTENT:

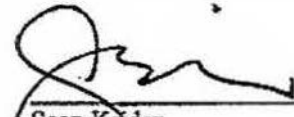
Dated: May 23, 2013



David Graas
Representative Class Plaintiff

APPROVED AS TO FORM AND CONTENT:

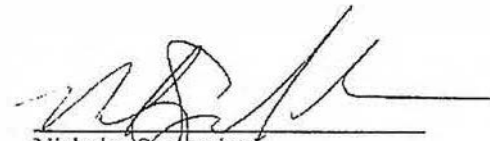
Dated: 6/13, 2013



Sean Kader
Representative Class Plaintiff

APPROVED AS TO FORM AND CONTENT:


Dated: 5/29, 2013



Nicholas Spagnoletti
Representative Class Plaintiff

APPROVED AS TO FORM AND CONTENT:

Dated: 5/29, 2013


Dane McIntosh
Representative Class Plaintiff

APPROVED AS TO FORM AND CONTENT:

Dated: June 11, 2013



Joseph Dudley
Representative Class Plaintiff


APPROVED AS TO FORM AND CONTENT:

Dated: 5/23, 2013


Bob Conrad
Representative Class Plaintiff

APPROVED AS TO FORM AND CONTENT:

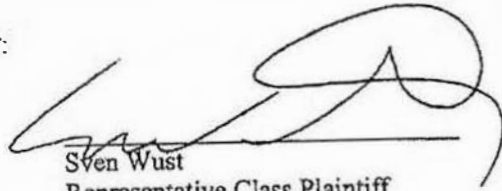
Dated: 5 - 11, 2013



Sy Duc Tran
Representative Class Plaintiff

APPROVED AS TO FORM AND CONTENT:

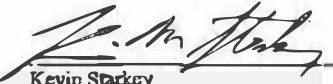
Dated: May 13th, 2013 .



Sven Wust
Representative Class Plaintiff

APPROVED AS TO FORM AND CONTENT:

Dated: May 10, 2013



Kevin Starkey
Representative Class Plaintiff

JUN-05-2013 WED 07:51 AM

P. 002

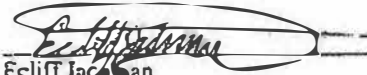
APPROVED AS TO FORM AND CONTENT:

Dated: 6/4, 2013


Gregory C. Adman
Representative Class Plaintiff

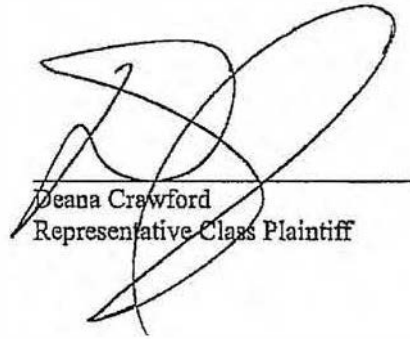
APPROVED AS TO FORM AND CONTENT:

Dated: May 23, 2013


Ecliff Jackson
Representative Class Plaintiff

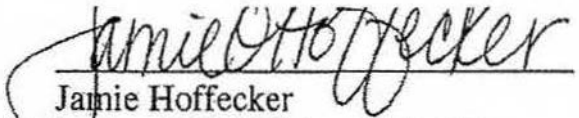
APPROVED AS TO FORM AND CONTENT:

Dated: 5-10, 2013




Deana Crawford
Representative Class Plaintiff

Dated: 5/16, 2013


Jamie Hoffecker
Representative Class Plaintiff


APPROVED AS TO FORM AND CONTENT:

Dated: MAY 20, 2013


Richard Gorospe
Representative Class Plaintiff

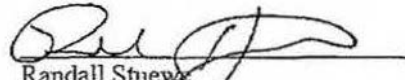
APPROVED AS TO FORM AND CONTENT:

Dated: 5/13, 2013


Lance Bredefeld
Representative Class Plaintiff

APPROVED AS TO FORM AND CONTENT:

Dated: June 7, 2013


Randall Stuewe
Representative Class Plaintiff

APPROVED AS TO FORM AND CONTENT:

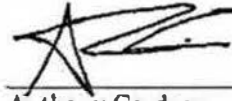
Dated: 6/03, 2013

A handwritten signature in black ink, consisting of a large loop followed by a horizontal stroke.

Daniel Delgado
Representative Class Plaintiff

APPROVED AS TO FORM AND CONTENT:

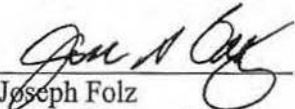
Dated: 6/7, 2013

A handwritten signature in black ink, appearing to read 'Anthony Gardner', written over a horizontal line.

Anthony Gardner
Representative Class Plaintiff

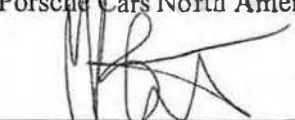
APPROVED AS TO FORM AND CONTENT:

Dated: July 2, 2013



Joseph Folz
General Counsel and Secretary for Defendant
Porsche Cars North America, Inc.

Dated: July __, 2013



Michael Bartsch
Chief Operating Officer for Defendant Porsche Cars
North America, Inc.

Dated: June 12, 2013

ISAAC, BRANT, LEDMAN & TEETOR, LLP

By: Gregory M. Dravano
Gregory M. Dravano
Attorneys for Representative Class Plaintiffs

Dated: _____, 2013

KLEIN KAVANAGH COSTELLO, LLP

By: _____
Shennan Kavanagh
Attorneys for Representative Class Plaintiffs

Dated: _____, 2013

GRANT & EISENHOFER P.A.

By: _____
Adam J. Levitt
Attorneys for Representative Class Plaintiffs

Dated: _____, 2013

COTCHETT, PITRE & McCARTHY, LLP

By: _____
Niall P. McCarthy
Attorneys for Representative Class Plaintiffs

Dated: _____, 2013

DLA PIPER LLP (US)

By: _____
William F. Kiniry, Jr.
Attorneys for Defendant
Porsche Cars North America, Inc.

Dated: _____, 2013

ISAAC, BRANT, LEDMAN & TEETOR, LLP

By: _____
Gregory M. Travalio
Attorneys for Representative Class Plaintiffs

Dated: June 14, 2013

KLEIN KAVANAGH COSTELLO, LLP

By: Shennan Kavanagh
Shennan Kavanagh
Attorneys for Representative Class Plaintiffs

Dated: _____, 2013

GRANT & EISENHOFER P.A.

By: _____
Adam J. Levitt
Attorneys for Representative Class Plaintiffs

Dated: _____, 2013

COTCHETT, PITRE & MCCARTHY, LLP

By: _____
Niall P. McCarthy
Attorneys for Representative Class Plaintiffs

Dated: _____, 2013

DLA PIPER LLP (US)

By: _____
William F. Kiniry, Jr.
Attorneys for Defendant
Porsche Cars North America, Inc.

Dated: _____, 2013

ISAAC, BRANT, LEDMAN & TEETOR, LLP

By: _____
Gregory M. Travalio
Attorneys for Representative Class Plaintiffs


Dated: _____, 2013

KLEIN KAVANAGH COSTELLO, LLP

By: _____
Shemman Kavanagh
Attorneys for Representative Class Plaintiffs

Dated: 6/14, 2013

GRANT & EISENHOFFER P.A.

By:  _____
Adam J. Levitt
Attorneys for Representative Class Plaintiffs

Dated: _____, 2013

COTCHETT, PITRE & MCCARTHY, LLP

By: _____
Niall P. McCarthy
Attorneys for Representative Class Plaintiffs

Dated: _____, 2013

DLA PIPER LLP (US)

By: _____
William F. Kiniry, Jr.
Attorneys for Defendant
Porsche Cars North America, Inc.

Dated: _____, 2013

ISAAC, BRANT, LEDMAN & TEETOR, LLP

By: _____
Gregory M. Travalio
Attorneys for Representative Class Plaintiffs

Dated: _____, 2013

KLEIN KAVANAGH COSTELLO, LLP

By: _____
Shennan Kavanagh
Attorneys for Representative Class Plaintiffs

Dated: _____, 2013

GRANT & EISENHOFER P.A.

By: _____
Adam J. Levitt
Attorneys for Representative Class Plaintiffs

Dated: 6/19/13, 2013

COTCHETT, PITRE & McCARTHY, LLP

By: _____
Niall P. McCarthy
Attorneys for Representative Class Plaintiffs

Dated: _____, 2013

DLA PIPER LLP (US)

By: _____
William F. Kiniry, Jr.
Attorneys for Defendant
Porsche Cars North America, Inc.

Dated: _____, 2013

ISAAC, BRANT, LEDMAN & TEETOR, LLP

By: _____
Gregory M. Travalio
Attorneys for Representative Class Plaintiffs

Dated: _____, 2013

KLEIN KAVANAGH COSTELLO, LLP

By: _____
Shennan Kavanagh
Attorneys for Representative Class Plaintiffs

Dated: _____, 2013

GRANT & EISENHOFER P.A.

By: _____
Adam J. Levitt
Attorneys for Representative Class Plaintiffs

Dated: _____, 2013

COTCHETT, PITRE & McCARTHY, LLP

By: _____
Niall P. McCarthy
Attorneys for Representative Class Plaintiffs

Dated: 7/3, 2013

DLA PIPER LLP (US)

By: _____
William F. Kiniry, Jr.
Attorneys for Defendant
Porsche Cars North America, Inc.

2003-2006 PORSCHE CAYENNE V8 CLAIM FORM

In Re: Porsche Cars North America, Inc. Plastic Coolant Tubes Products Liability Litigation, Case No. 2:11-MD-2233

TO SUBMIT A CLAIM FOR REIMBURSEMENT OR PAYMENT FOR A COOLANT PIPE REPAIR TO YOUR CLASS VEHICLE:

- 1.) Complete all information below.
- 2.) You will have the best chance of having your claim approved if you provide complete information for all sections on the attached form and if you provide complete documentation supporting the coolant pipe repair. Where exact dates are not known, provide your best approximation.
- 3.) You **must** provide your name **and** contact information in the claim form. **Important:** Your claim will most likely be denied if you do not provide your vehicle's 17 digit Vehicle Identification Number (VIN).
- 4.) Attach the clearest and most legible copies of all documents you submit.
- 5.) All information is subject to verification by the Settlement Administrator and Porsche Cars North America, Inc.
- 6.) All Claim Forms **must** be signed.
- 7.) Submit the completed form and supporting documents to the Settlement Administrator listed below. You must submit the Claim Form and all supporting documents by U.S. Mail, email, facsimile, Federal Express or other reputable courier service and postmarked by no later than **Month XX, YYYY** to:

Garden City Group, Inc.

P.O. Box XXX

XXXX

SECTION I: CONTACT & VEHICLE OWNERSHIP INFORMATION		
Name:		
<i>Last:</i>	<i>First:</i>	<i>Middle:</i>
Your Address:		
<i>Number/Street/P.O. Box No.:</i>		
<i>City:</i>	<i>State:</i>	<i>Zip Code:</i>
<i>Telephone Number:</i>		<i>Email Address (If Applicable):</i>
<i>Vehicle Identification Number (VIN):</i>		<i>Vehicle Model & Type:</i>
<i>Are you the Current Owner/Lessee? (Circle Answer)</i>		
YES / NO	<i>If you are the current owner, how long have you owned your vehicle:</i>	
<i>If you are not the current Owner or Lessee:</i>		
<i>Date you sold/transferred your vehicle:</i>		<i>Name, address, phone number & email of buyer/new owner or leasing company (provide as much information as possible):</i>
<i>Did you purchase or lease your vehicle New or Used? (Circle Answer)</i>		
NEW / USED		
<i>If you purchased or leased your vehicle NEW:</i>		
<i>Date of purchase or lease:</i>		<i>Name & location of Porsche dealership the vehicle was purchased or leased from:</i>

If you purchased or leased your vehicle USED:	
Date of used purchase or lease:	Mileage at time of used purchase or lease:
<p>Did you purchase or lease your used vehicle from a Porsche dealership? (Circle Answer):</p> <p>YES / NO</p> <p>If YES, did you purchase a PCNA Approved Certified Pre-Owned (ACPO) vehicle with an ACPO warranty? (Circle Answer):</p> <p>YES / NO</p> <p>If YES, did you have your vehicle's coolant pipes repaired under that ACPO warranty? (Circle Answer):</p> <p>YES / NO</p>	<p>State the name and location of the business or person from which or from whom you purchased or leased your used vehicle:</p>

SECTION II: CLAIM INFORMATION

1) What type of claim are you submitting? (Please check **one** box only)

- ☐ 1. **Reimbursement For A Past Coolant Pipe Repair**
The coolant pipes of my Class Vehicle were repaired before **xx-xx-13 [insert date of Notice]** and I incurred out-of-pocket expenses for that repair. I am submitting a claim for reimbursement of my out-of-pocket expenses.
- ☐ 2. **Replacement With Genuine Porsche Aluminum Coolant Pipes**
I am a current owner or lessee of a **New or Porsche Approved Certified Pre-Owned Class Vehicle** purchased or leased from an authorized Porsche dealership. My Class Vehicle has not previously had a coolant pipe repair that installed genuine Porsche aluminum coolant pipes. I am submitting a claim to have PCNA contribute towards the payment for the replacement of my Class Vehicle's coolant pipes with genuine Porsche aluminum coolant pipes at an authorized Porsche dealership.
- OR**
- ☐ 3. I am a current owner or lessee of a **Used Class Vehicle** that was not purchased or leased from an authorized Porsche dealership with an ACPO warranty. My Class Vehicle is still equipped with Porsche plastic coolant pipes. I am submitting a claim to have PCNA contribute towards the payment for the replacement of my Class Vehicle's coolant pipes with genuine Porsche aluminum coolant pipes at an authorized Porsche dealership.
- ☐ 4. **Repair of Damaged Porsche Plastic Coolant Pipes**
After **xx-xx-13 [insert date of Notice]**, the Porsche plastic coolant pipes in my Class Vehicle began leaking coolant and therefore require repair. I am submitting a claim to have PCNA contribute towards payment for a coolant pipe repair at an authorized Porsche dealership to have my Class Vehicle's Porsche plastic coolant pipes replaced with genuine Porsche aluminum coolant pipes.

2) If you checked **box #1 above**, please provide the following:

Repair date:	Name & address of repair facility:	Out-of-pocket costs incurred by me for repair:	Repair document number and total charges listed for coolant pipe repair
		\$ _____	

SECTION III: DOCUMENTS

Attach to this form the clearest and most legible copies of the following documents and check the corresponding boxes at the end of each description:

- (1) The repair order and/or other repair documents that identify the vehicle identification number (VIN), the mileage, the reason the coolant pipes were repaired, and the model and year of the Porsche vehicle. Multiple documents for the same repair may be used to provide this information. ☐
- (2) Proof of payment, which may include receipts, invoices, credit card slips, cancelled checks and other records of expenses paid out-of-pocket for the coolant pipe repair. ☐
- (3) Proof that you owned or leased the Class Vehicle at the time of the coolant pipe repair such as DMV registration documents or insurance company statements. ☐
- (4) For Approved Certified Pre-Owned (ACPO) vehicles only, proof of purchase of the Class Vehicle with a Porsche ACPO Limited Warranty. ☐

IMPORTANT: If you are unable to provide documents for any of the categories required in (1) – (4) above, you may still make a claim by **providing in the space below** a description with as much detail as possible identifying what those missing documents are, the information contained therein, and the names and contact information for persons or organizations who you contacted for such documents.

Description of Any Missing Documents:

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

SIGNED: _____

DATE: _____

The Court will hold a Settlement Fairness hearing on _____ at ____ am/pm, to decide whether to approve the settlement.

If approved, there may be appeals which could delay resolution of your claim.

The time frame for reimbursements will depend on the outcome of these proceedings and therefore, reimbursements may take time,.

For more information regarding the status of the proceedings or appeals process, please call 1-XXX-XXX-XXXX or visit www.xxxxxxx.com.

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

MAKE A CLAIM

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:

If your Class Vehicle had a coolant pipe repair *before* **xx-xx-13 [insert date of Notice]**, 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 *if* you make a valid, timely and approved claim.

If as of **xx-xx-13 [insert date of Notice]**, 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 *if* you make a valid, timely and approved claim,.

If as of **xx-xx-13 [insert date of Notice]**, your Class Vehicle is still equipped with Porsche plastic coolant pipes and, within one year from **xx-xx-2013 [insert date of Notice]**, 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 *if* you promptly contact PCNA for an inspection *and* submit a valid, timely and approved claim.

All claims for a benefit under this Settlement must be made no later than

	Month xx, 2014 [insert date one year from date of Notice] and subject to the terms of the Settlement.
EXCLUDE YOURSELF	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.
OBJECT	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.
GO TO A HEARING	You may go to the Settlement hearing if you wish to speak in Court about the fairness of the Settlement.
DO NOTHING	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 Hoffercker, 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

A	B	C	D
Mileage at Time of Repair/Replacement	Percentage of Actual Invoice But Limited to Maximum Identified in Column C or D	Maximum Reimbursement for <i>Past</i> Replacement/Repair	Maximum Payment for <i>Future</i> Replacement/Repair
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.xxxxxxxx.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. Travalio
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. Hoes
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, 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 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.xxxxxx.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.xxxxxxxxxx.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.xxxxxxxx.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.

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

**IN RE: PORSCHE CARS NORTH
AMERICA, INC., PLASTIC COOLANT
TUBES PRODUCTS LIABILITY
LITIGATION**

This Document relates to ALL ACTIONS

Case No. 2:11-md-2233

Judge Gregory L. Frost

Magistrate Judge Preston-Deavers

[PROPOSED] PRELIMINARY APPROVAL ORDER

WHEREAS, Plaintiffs have made a motion, (the “Motion”), pursuant to Federal Rule of Civil Procedure 23, for an order preliminarily approving the settlement of the above captioned action, (the “Action”), in accordance with the Settlement Agreement and Release of Claims dated May 6, 2013, (including its exhibits, the “Agreement”), which sets forth the terms and conditions for a proposed settlement of the Action and its dismissal with prejudice;

WHEREAS, as a condition of the Agreement, Plaintiffs, on behalf of themselves individually, and, (upon class certification for settlement purposes only) on behalf of each of the Settlement Class Members, have agreed to release all claims as specified in Section 50 of the Agreement; and

WHEREAS, the Court has read and considered Plaintiffs’ Motion, the Agreement, and all arguments and submissions related to the Motion;

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. This Preliminary Approval Order incorporates by reference the definitions in the Agreement, and all defined terms used herein shall have the same meanings as set forth in the Agreement.

2. The Court has subject matter jurisdiction over this Action and, for purposes of this settlement only, has personal jurisdiction over all the Parties, including all members of the Settlement Class.

3. The Court preliminarily approves the Agreement as being fair, reasonable and adequate and within the range of possible approval, subject to consideration at the Final Fairness Hearing as set forth below in Paragraph 10.

4. For purposes of this settlement only, the Court preliminarily certifies the “Settlement Class” defined as:

All persons in the United States who currently own or lease, or who previously owned or leased, a Class Vehicle. Excluded from the Settlement Class are the following: (a) officers and directors of PCNA; (b) the judge to whom this Action is assigned and any member of that judge’s immediate family; (c) persons with personal injury claims; and (d) persons who have submitted a timely and valid request for exclusion from the Settlement Class.

“Class Vehicle(s)” consists of model year 2003 to 2006 Porsche Cayenne vehicles with V8 engines (all types), manufactured between January 28, 2002 and December 5, 2006.

The Court hereby finds and orders that, by not objecting to the certification of the Settlement Class for purposes of the settlement only, and by taking other steps to negotiate, execute and implement the Agreement, Defendants are not in any way waiving any rights or defenses other than as expressly set forth in the Agreement.

5. The Settlement Class is preliminarily certified pursuant to Federal Rules of Civil Procedure 23(a) and 23(b)(3), and all members of the Settlement Class shall have

the right to exclude themselves by way of the opt-out procedure set forth below in Paragraph 15.

6. The Court preliminarily finds, solely for purposes of the settlement, that the Action may be maintained as a class action on behalf of the Settlement Class because: (a) the members of the Settlement Class are so numerous that joinder of all members of Settlement Class is impracticable; (b) there are questions of law and fact common to the members of the Settlement Class which predominate over any individual questions; (c) Plaintiffs' claims are typical of the claims of those members of the Settlement Class; (d) Plaintiffs and Settlement Class Counsel have fairly and adequately represented and protected the interests of all the members of the Settlement Class; and (e) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

7. The Court preliminary finds that any applicable requirements of the Class Action Fairness Act have been met.

8. The Court preliminarily finds that Plaintiffs fairly and adequately represent the interests of the Settlement Class and therefore designates Plaintiffs as representatives of the Settlement Class.

9. Pursuant to Federal Rule of Civil Procedure 23(g), and after consideration of the factors described therein and oral and written arguments, the Court designates as Settlement Class Counsel the law firms of Isaac Wiles Burkholder & Teetor, LLC, Klein Kavanagh Costello, LLP, Cotchett, Pitre & McCarthy, LLP and Grant & Eisenhofer, P.A. The Court preliminarily finds that based on the work Settlement Class Counsel have done in identifying, investigating and prosecuting the claims in the Action, Settlement Class

Counsels' experience in handling class actions, other complex litigation and the claims of the type asserted in the Action, Settlement Class Counsels' knowledge of the applicable law and the resources Settlement Class Counsel have committed and will commit to representing the Settlement Class, Settlement Class Counsel have and will fairly and adequately represent the interests of the Settlement Class. The Court authorizes Plaintiffs and Settlement Class Counsel to enter into the Agreement on behalf of the Settlement Class, subject to final approval by this Court of the settlement. Plaintiffs and Settlement Class Counsel, on behalf of the Settlement Class, are authorized to take all appropriate action required or permitted to be taken by the Settlement Class pursuant to the Agreement to effectuate its terms.

10. The Final Fairness Hearing shall take place before the Honorable Gregory L. Frost at 9:00 a.m. on _____ at the United States District Court, Southern District of Ohio, Courtroom #169 Joseph P. Kinneary U.S. Courthouse, 85 Marconi Boulevard, Columbus, Ohio 43215, to determine: whether the proposed settlement of the Action on the terms and conditions provided for in the Agreement is fair, reasonable and adequate as to the Settlement Class Members and should be approved; whether the Judgment, as provided for in the Agreement, should be entered; the amount of fees and costs, if any, that should be awarded to Settlement Class Counsel, and the amount of the service payment, if any, that should be awarded to Plaintiffs, as provided for in the Agreement. The Court will also hear and consider any timely and proper objections at that time.

11. The Court finds that the notice provisions as set forth in Section IV of the Agreement are the only notice required, and that such notice satisfies the requirements of Due Process, the Federal Rules of Civil Procedure and any other applicable laws and

rules, and constitutes the best notice that is practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto. The Court approves the form and content of the Claims Form and Notice attached as Exhibits A and B, respectively, to the Agreement. The Court directs that notice be sent to Settlement Class Members within 30 days of receipt of the final mailing list from Experian.

12. PCNA, through the Settlement Administrator will arrange for the printing and mailing (via U.S. Mail) of the class Notice to all Settlement Class members. Using information provided by PCNA, as well as information it has collected on its own, Experian will compile and send to the Settlement Administrator the mailing list of potential Settlement Class Members consisting of all identifiable registered current and prior owners or lessees of Class Vehicles in the United States at their last known address. In the event an Experian and PCNA address for the same individual conflicts, the Experian address will control.

13. Experian is hereby authorized to use the information provided by PCNA to obtain the names and most current addresses of Class Vehicle owners through state agencies. Any state agency in possession of names or addresses of Class Members is hereby authorized and directed to release that information to Experian upon request.

14. Such class Notice shall be mailed by the Settlement Administrator with the Claims Form, in the form attached to the Agreement as Exhibits A & B. The Settlement Administrator shall complete mailing of the Notice within 30 days after receiving the final mailing list from Experian. The Settlement Administrator will utilize national address databases (such as the NCOA) and will otherwise make reasonable efforts to determine updated address information in order to promptly re-mail notices by

first class mail to any Class Member whose notice is returned as undeliverable, and will update contact data of Class Members as otherwise provided in the Agreement. PCNA shall have no further obligation to locate or mail additional copies of the Notice.

15. The Settlement Administrator will maintain a website that contains information about the Settlement, copies of documents filed with the Court, frequently asked questions (FAQs), the class Notice and Claim Form. The Settlement Administrator will also set up a toll-free phone number available to Class Members who have questions about the claims process or need additional information.

16. PCNA is authorized to respond to members of the Settlement Class about the Action and the terms of the proposed Settlement provided for in the Agreement, and to engage in any other communication within the normal course of its business.

17. Within ten (10) days of the filing of the Preliminary Approval Motion, PCNA will have complied with the requirements of 28 U.S.C. § 1715(b) and served notice of the proposed settlement upon the appropriate Federal official and appropriate State official of each State in which a Class Member resides.

18. The Court approves the claims procedures set forth in Section VI of the Agreement. To be treated as valid, Claims Forms must be properly completed and postmarked within one year from the mailing of the Notice.

19. All members of the Settlement Class who do not request exclusion (“opt-out”) from the Settlement Class pursuant to the requirements of Paragraph 21 below shall be bound by all determinations and judgments in the Action concerning the settlement, including, but not limited to, the dismissal of the Action with prejudice and the validity,

binding nature and effectiveness of the release set forth in Paragraph 50 of the Agreement.

20. The Court approves the Garden City Group, Inc., located at 1531 Utah Avenue South, Suite 600, Seattle, Washington, 98134, as the Settlement Administrator.

21. Any member of the Settlement Class who wishes to opt-out of the Settlement Class shall submit to the Settlement Administrator, with a postmark no later than _____, an appropriate written request for exclusion by First Class U.S. Mail, postage paid, to the United States Post Office Box established by the Settlement Administrator for the purposes of the settlement. The request for exclusion must be personally signed by the Settlement Class Member, and include: (a) his/her full name and current address; (b) the model year and model of his/her Class Vehicle(s) and the approximate date(s) of purchase or lease; (c) a statement whether the Settlement Class Member requesting exclusion still owns or leases the Class Vehicle; and (d) a statement that he/she desires to be excluded from the Settlement Class. Any current or prior owner or lessee of a Class Vehicle who submits a request for exclusion must also provide the vehicle identification number (VIN) of the Class Vehicle. No member of the Settlement Class, or any person acting on behalf of or in concert or participation with that member of the Settlement Class, may exclude any other member of the Settlement Class from the Settlement Class.

22. Any member of the Settlement Class who has not previously opted-out in accordance with the terms of Paragraph 21 above (a "Settlement Class Member") may appear at the Final Fairness Hearing to argue that the proposed settlement should not be approved and/or to oppose any application for an award of attorneys fees and costs or

service payments to Plaintiffs; provided, however, that no Settlement Class Member shall be heard, and no objection may be considered, unless the Settlement Class Member has filed with this Court a valid written statement of the objection postmarked no later than _____. Copies of all objection papers must be mailed by First Class U.S. Mail, postage paid, to the United States Post Office Box established and maintained by the Settlement Administrator for the purposes of this class settlement. All objections must also be filed with the Court and served on Settlement Class Counsel and on counsel for PCNA at the following addresses:

As to Settlement Class Counsel:

Mark Landes
Gregory M. Travaglio
Mark H. Troutman
ISAAC, WILES, BURKHOLDER & TEETOR, LLC
Two Miranova Place, Suite 700
Columbus, Ohio 43215

Gary Klein
Shennan Kavanagh
KLEIN KAVANAGH COSTELLO, LLP
85 Merrimac Street, 4th Floor
Boston, Massachusetts 02114

Adam J. Levitt
John E. Tangren
GRANT & EISENHOFER P.A.
30 North LaSalle Street, Suite 1200
Chicago, Illinois 60602

Niall P. McCarthy
Justin T. Berger
COTCHETT, PITRE & McCARTHY, LLP
840 Malcolm Road, Suite 200
Burlingame, California 94010

As to PCNA:

William F. Kiniry, Jr.
DLA PIPER LLP (US)

One Liberty Place
1650 Market Street, Suite 4900
Philadelphia, Pennsylvania 19103

To be valid, all objections must be in writing and include: (a) the objector's full name, current address, and telephone number; (b) the model year of the objector's Class Vehicle(s), as well as the vehicle identification number (VIN) of the Class Vehicle(s); (c) a statement of whether the objector is a current or prior owner or lessee; (d) a statement of when the objector purchased or leased the Class Vehicle(s); (e) a statement of the position the objector wishes to assert, including the factual and legal grounds for the position; and (f) copies of all documents that the objector wishes to submit in support of his/her position.

23. The costs of notice and settlement administration shall be paid as described in Paragraph 45 of the Settlement Agreement.

24. This Preliminary Approval Order, the Agreement, and any act performed or document executed pursuant to, in furtherance thereof, or in seeking entry of this Preliminary Approval Order:

(a) Will not be offered or received against any of the Released Parties as evidence of, or be construed as or deemed to be evidence of, any admission or concession by any of the Released Parties as to the truth or relevance of any fact alleged by Plaintiff, the existence of any class alleged by Plaintiff, the propriety of class certification had the Action been litigated rather than settled, or the validity of any claim that has been or could have been asserted in the Action or in any other litigation, or the validity of any defense that has been or could have been asserted in the Action or in any

other litigation, or of any liability, negligence, fault, or wrongdoing of any of the Released Parties;

(b) Will not be deemed or construed to be an admission or evidence of any violation of any statute, law, rule, regulation or principle of common law or equity, or of any liability or wrongdoing whatsoever, by Defendants or any of the other Released Parties, or of the truth of any of the claims or allegations in this Action. Evidence relating to the Agreement shall not be discoverable or used, directly or indirectly, in any way, whether the Action or in any other action or proceeding, except for purposes of demonstrating, describing, implementing or enforcing the terms and conditions of the Agreement, this Order the Final Approval Order, and/or the Final Judgment and Order of Dismissal;

(c) Will not be construed against Defendants or any of the Released Parties as an admission or concession that the consideration to be given under the Agreement represents the amount which could be or would have been recovered after trial.

25. Pending final determination of whether the settlement should be approved, Plaintiff, all Settlement Class Members and any person or entity allegedly acting on behalf of Settlement Class Members (directly, indirectly, representatively, as *parens patriae*, or in any other capacity) are preliminarily enjoined from commencing, instituting, continuing, pursuing, maintaining, prosecuting, bringing, joining or enforcing, directly or indirectly, in any judicial, administrative, arbitral, or other forum, any Released Claim(s), or any claim(s) relating to any action taken by a Released Party that is authorized or required by the Agreement or this Order. This injunction is necessary to

protect and effectuate the settlement, this Preliminary Approval Order, and the Court's flexibility and authority to effectuate this settlement and to enter judgment when appropriate, and is ordered in aid of the Court's jurisdiction and to protect its judgments pursuant to 28 U.S.C. Section 1651(a).

26. The Court reserves the right to adjourn or continue the date of the Final Fairness Hearing without further notice to Settlement Class Members, and retains jurisdiction to consider all further applications arising out of or connected with the settlement. The Court may approve the settlement without further notice to Settlement Class Members.

27. No later than three (3) weeks before the deadline for Settlement Class Members to file objections, Settlement Class Counsel shall file with the Court an application for an award of attorney's fees not to exceed a total of \$4.5 million, and for the reimbursement of costs, expenses, and service payments to all Representative Class Plaintiffs not to exceed a total of \$250,000.

28. In the event that any of the provisions of this Preliminary Approval Order is asserted by any Released Party as a defense in whole or in part to any Released Claim, or otherwise asserted (including, without limitation, as a basis for a stay), in any other suit, action, arbitration or other proceeding brought by a Settlement Class Member or any person actually or purportedly acting on behalf of any Settlement Class Member(s), that suit, action, arbitration or other proceeding shall be immediately stayed and enjoined until the Court has entered an order or judgment finally determining any issues relating to such defense or assertion and no further judicial review of such order or judgment is possible. Solely for purposes of such suit, action, arbitration or other proceeding, to the fullest

extent they may effectively do so under applicable law, the Parties irrevocably waive and agree not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of the Court, or that the Court is, in any way, an improper venue or an inconvenient forum. This paragraph is necessary to protect and effectuate the Agreement, this Order, and the Court's flexibility and authority to effectuate the Agreement, and is ordered in aid of the Court's jurisdiction and to protect its judgments.

29. The Court further finds that if Final Settlement Approval does not occur or if the Agreement terminates prior to Final Settlement Approval, the Parties shall return to the *status quo ante* in the Action, without prejudice to the right of any Party to assert any right or position that it could have asserted if the Agreement had never been reached, proposed, or preliminarily approved by the Court. In such an event, nothing in (1) the Agreement (as well as the negotiation, execution or implementation of the Agreement), (2) the Preliminary Approval Order, or (3) filed in connection with seeking entry of the Preliminary Approval Order, shall be construed as an admission or concession by Defendants of any of the allegations raised in the Action or any other action, of any fault, wrongdoing or liability of any kind, or of the propriety of certification of a litigation class, nor are Defendants estopped from (i) challenging those allegations in further proceedings in the Action or in any other action, or (i) opposing any subsequent class certification motion(s). Moreover in such event, the Parties shall be deemed to have preserved all of their rights or defenses, and shall not be deemed to have waived any substantive or procedural rights of any kind that they may have as to each other or any member of the proposed Settlement Class, including, without limitation, the right to

move to compel arbitration as to any claims that might be asserted by any of the Plaintiffs or by any member of the proposed Settlement Class and the right to oppose any class certification motion(s) on any ground. In addition, in such event, the certification of the Settlement Class shall be vacated, and the operative complaint in the Action shall be the Master Consolidated Amended Class Action Complaint filed on August 25, 2011 and the certification of the Settlement Class for settlement purposes shall not be considered as a factor in connection with any subsequent class certification motion(s).

30. All proceedings in this Action are stayed pending final approval of the settlement, except as may be necessary to implement the settlement or comply with or enforce the terms of the Agreement or District Court Orders.

DATED: _____

By: _____
Hon. Gregory L. Frost
UNITED STATES DISTRICT JUDGE