

United States District Court

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

IN RE: VOLKSWAGEN “CLEAN DIESEL”
MARKETING, SALES PRACTICES, AND
PRODUCTS LIABILITY LITIGATION

MDL No. 2672 CRB (JSC)

**ORDER GRANTING FINAL
APPROVAL OF THE BOSCH CLASS
ACTION SETTLEMENT**

This Order Relates To:
ALL CONSUMER ACTIONS
ALL RESELLER DEALERSHIP ACTIONS

In the fall of 2015, the public learned of Volkswagen’s deliberate use of a defeat device— software designed to cheat emissions tests and deceive federal and state regulators—in nearly 600,000 Volkswagen-, Porsche-, and Audi-branded turbocharged direct injection (“TDI”) diesel engine vehicles sold in the United States. Litigation quickly ensued, and those actions were consolidated and assigned to this Court as a multidistrict litigation (“MDL”). After months of intensive negotiations and with the assistance of a court-appointed settlement master, Plaintiffs and Defendants Robert Bosch GmbH and Robert Bosch, LLC (collectively, “Bosch”) reached a settlement that resolves consumer claims concerning affected 2.0- and 3.0-liter diesel TDI vehicles. (*See* Dkt. No. 2918.) The Court preliminarily approved the Settlement on February 16, 2017. (*See* Dkt. No. 2920.)

The Settlement Class Representatives now move for final approval of the Settlement. (Dkt. No. 3086.) On May 11, 2017, the Court held a fairness hearing regarding final approval, during which the attorney for one Class Member addressed the Court. Having considered the parties’ submissions and with the benefit of oral argument, the Court GRANTS final approval of the Settlement. The Settlement is fair, reasonable, and adequate.

BACKGROUND**I. Factual Allegations**

From 2009 through 2015, Volkswagen sold Volkswagen-, Audi-, and Porsche-branded TDI “clean diesel” vehicles, which it marketed as being environmentally friendly, fuel efficient, and high performing. Unbeknownst to consumers and regulatory authorities, Volkswagen installed in these cars a software defeat device that allowed the vehicles to evade United States Environmental Protection Agency (“EPA”) and California Air Resources Board (“CARB”) emissions test procedures. Specifically, the defeat device senses whether the vehicle is undergoing testing and produces regulation-compliant results, but operates a less effective emissions control system when the vehicle is driven under normal circumstances. Only by installing the defeat device on its vehicles was Volkswagen able to obtain Certificates of Conformity from EPA and Executive Orders from CARB for its 2.0- and 3.0-liter diesel engine vehicles; in fact, these vehicles release nitrogen oxides at a factor of up to 40 times over the permitted limit. Over six years, Volkswagen sold American consumers nearly 600,000 diesel vehicles equipped with a defeat device.

As alleged, Bosch worked closely with Volkswagen to develop and supply the defeat device for use in Volkswagen’s vehicles. Despite having knowledge of Volkswagen’s illicit use of the defeat device, Bosch continued to work with Volkswagen and even concealed the defeat device in communications with U.S. regulators when concerns were raised about the emission control systems in certain Volkswagen vehicles. While Volkswagen has publicly admitted wrongdoing, Bosch continues to deny wrongdoing. (*See* Dkt. No. 2838 at 8.)

II. Procedural History

In January 2016, the Court appointed Elizabeth J. Cabraser of Lieff, Cabraser, Heimann & Bernstein, LLP as Lead Plaintiffs’ Counsel and Chair of the Plaintiffs’ Steering Committee (“PSC”), to which the Court also named 21 other attorneys. (Dkt. No. 1084.) On September 2, 2016, the PSC filed its Amended Consolidated Consumer Class Action Complaint against 13 named defendants: Volkswagen Group of America; Volkswagen AG; Audi AG; Audi of America, LLC; Porsche AG; Porsche Cars North America, Inc.; Martin Winterkorn; Matthias Müller;

1 Michael Horn; Rupert Stadler; Robert Bosch GmbH; Robert Bosch, LLC; and Volkmar Denner.
 2 (Dkt. No. 1804.) As against Bosch, the complaint asserts claims under the Racketeer Influenced
 3 and Corrupt Organizations Act (“RICO”), 18 U.S.C. § 1962(c)-(d), state fraud and unjust
 4 enrichment laws, and all fifty States’ consumer protection laws. The PSC also filed a Second
 5 Amended Consolidated Reseller Dealership Class Action Complaint against the same 13
 6 defendants; the complaint asserts against Bosch claims for RICO, fraud, and unjust enrichment.
 7 (Dkt. No. 1805.)

8 In January 2016, the Court appointed former Director of the Federal Bureau of
 9 Investigation Robert S. Mueller III as Settlement Master to oversee settlement negotiations
 10 between the parties. (Dkt. No. 973.) Since that time, in parallel to negotiations for the 2.0-liter
 11 and 3.0-liter Volkswagen settlements, the parties have engaged in both litigation and settlement
 12 discussions over Bosch’s involvement in the Volkswagen emissions scandal. The parties finally
 13 reached a proposed Settlement, and the Court preliminarily approved the Settlement on February
 14 16, 2017. (Dkt. No. 2920.)

15 The Notice Administrator implemented the court-approved Notice Program beginning
 16 March 6, 2017 by U.S. first class mail. (Dkt. No.3188-2 ¶ 18.) Plaintiffs filed a motion for final
 17 approval on March 24, 2017. (Dkt. No. 3086.) By April 14, 2017, there were four timely
 18 objections and 640 opt outs. (Dkt. Nos. 3188 at 5; 3188-1 at 3-15; 2188-2 ¶¶ 43-44.)

19 SETTLEMENT TERMS¹

20 The key provisions of the Settlement are as follows. The Settlement requires Bosch to
 21 create a non-reversionary settlement fund, called the Bosch Settlement Fund, in the amount of
 22 \$327,500,000 to compensate Class Members. (Dkt. No. 2918 ¶¶ 4.1, 10.1.)

23 The proposed Settlement Class consists of all persons and entities who were eligible for
 24 membership in the combination of classes defined in the 2.0-liter and 3.0-liter class action
 25 settlement agreements, including anyone who opted out or opts out of those agreements. (*Id.*
 26 ¶ 2.17.) The following are excluded from the Settlement Class: (a) Bosch’s officers, directors, and

27
 28 ¹ A more detailed explanation of the Settlement terms can be found in the Court’s preliminary approval order. (*See* Dkt. No. 2920.)

1 employees; and Bosch's affiliates and affiliates' officers, directors, and employees;
2 (b) Volkswagen; Volkswagen's officers, directors, and employees; and Volkswagen's affiliates
3 and affiliates' officers, directors, and employees; (c) any Volkswagen franchise dealer; (d) judicial
4 officers and their immediate family members and associated court staff assigned to this case; and
5 (e) any person or entity that timely and properly opted out of the Bosch Settlement. (*Id.*) Eligible
6 Vehicles under the Settlement are the same eligible vehicles identified in the 2.0-liter and 3.0-liter
7 settlement agreements. (*Id.* ¶ 2.34.) Any Volkswagen, Audi, or Porsche vehicles that were never
8 sold in the United States or its territories are excluded from the Eligible Vehicles. (*Id.*)

9 The Bosch Settlement Fund will be distributed such that \$163,267,450 will be shared
10 among 2.0-liter Class Members and \$113,264,400 will be shared among 3.0-liter Class Members.
11 (Dkt. No. 2838 at 14.) The Fund will be distributed to Class Members, based on the Federal Trade
12 Commission's ("FTC") allocation plan (*see* Dkt. No. 2918 ¶ 4.4), as follows:

13 An eligible owner of an Eligible Vehicle in the 2.0-liter settlement will receive \$350,
14 except that if an eligible seller or lessee has an approved claim for the same Eligible Vehicle, the
15 eligible owner will receive \$175. (Dkt. No. 2838 at 15.) An eligible seller in the 2.0-liter
16 settlement with an approved claim will receive \$175. (*Id.*) An eligible lessee in the 2.0-liter
17 settlement will receive \$200. (*Id.*)

18 An eligible owner of an Eligible Vehicle in the 3.0-liter settlement will receive \$1,500,
19 with three exceptions: (1) if an eligible former owner of the same Eligible Vehicle has an
20 approved claim in the 3.0-liter settlement, the \$1,500 payment will be split equally (\$750 each)
21 between the owner and the former owner; (2) an eligible owner will also receive \$750 if an
22 eligible former lessee of the Eligible Vehicle has an approved claim; and (3) if two former eligible
23 owners of the Eligible Vehicle have approved claims, the \$1,500 will be split such that the eligible
24 owner receives \$750 and each of the two former owners receives \$375. (*Id.*) An eligible lessee in
25 the 3.0-liter settlement will receive \$1,200. (*Id.*) The Settlement Benefit Period, or the time
26 period during which Class Members may obtain benefits under the Settlement, ends on April 30,
27 2020. (*Id.* ¶ 2.50.)

28 At the conclusion of the Settlement Benefit Period, if any funds remain in the Bosch

1 Settlement Fund, and it is not feasible or economically reasonable to distribute such funds to Class
2 Members, the funds will be distributed through *cy pres* payments according to a distribution plan
3 and schedule filed by Class Counsel and approved by the Court. (*Id.* ¶ 10.2.) Any unused funds
4 will only revert to Bosch if the Settlement is terminated or invalidated prior to the conclusion of
5 the Settlement Benefit Period. (*Id.* ¶ 10.3.)

6 Reasonable attorneys' fees and costs for common-benefit work performed by Class
7 Counsel, and other attorneys designated by Class Counsel, will be paid from the Bosch Settlement
8 Fund. (*Id.* ¶ 11.1.) Bosch and Class Counsel did not discuss the amount of fees and expenses to
9 be paid prior to agreement on the terms of the Settlement (*id.*), though with Class Counsel's
10 request for preliminary approval of the Settlement, Class Counsel indicated that it would seek
11 attorneys' fees of no more than 16 percent of the Bosch Settlement Fund (Dkt. No. 2838 at 16).
12 With Class Counsel's request for final approval of the Settlement, Class Counsel moved for \$51
13 million in attorneys' fees and \$1 million in costs and expenses, amounting to 15.6% of the Bosch
14 Settlement Fund. (Dkt. No. 3087 at 5.) In a separate order issued today, the Court granted Class
15 Counsel's request. (Dkt. No. 3231.)

16 In exchange for benefits under the Settlement, Class Members agree to release all Released
17 Claims against the Released Parties. The Settlement defines Released Parties as:

18 (1) Robert Bosch GmbH, Robert Bosch LLC, and all current and
19 former parents (direct or indirect), shareholders (direct or indirect),
20 members (direct or indirect), subsidiaries, affiliates, joint venture
21 partners, insurers, contractors, consultants, and auditors, and the
22 predecessors, successors, and assigns of the foregoing (the "Bosch
Released Entities"); and (2) all current and former officers,
directors, members of the management or supervisory boards,
employees, agents, advisors and attorneys of the Bosch Released
Entities (the "Bosch Released Personnel").

23 (Dkt. No. 2918 ¶ 9.2.)

24 The Released Claims are defined as:

25 any and all claims, demands, actions, or causes of action, whether
26 known or unknown, that they may have, purport to have, or may
27 have hereafter against any Released Party, as defined above, that: (i)
28 are related to any Eligible Vehicle; (ii) arise from or in any way
relate to the 2.0-liter TDI Matter or the 3.0 Liter TDI Matter; and
(iii) that arise from or are otherwise related to conduct by a Released
Party that (a) predates the date of this Class Action Settlement

1 Agreement and (b) formed the factual basis for a claim that was
 2 made or could have been made in the Complaints. This Release
 3 applies to any and all claims, demands, actions, or causes of action
 4 of any kind or nature whatsoever, whether in law or in equity,
 5 contractual, quasi-contractual, or statutory, known or unknown,
 6 direct, indirect or consequential, liquidated or unliquidated, past,
 7 present or future, foreseen or unforeseen, developed or undeveloped,
 8 contingent or non-contingent, suspected or unsuspected, whether or
 9 not concealed or hidden, related to any Eligible Vehicle and arising
 10 from or otherwise related to conduct by a Released Party that
 11 predates the date of this Class Action Settlement Agreement as set
 12 forth above, including without limitation (1) any claims that were or
 13 could have been asserted in the Action; (2) all marketing and
 14 advertising claims related to Eligible Vehicles; (3) all claims arising
 15 out of or in any way related to emissions, emissions control
 16 equipment, electronic control units, electronic transmission units,
 17 CAN-bus-related hardware, or software programs, programing,
 18 coding, or calibration in Eligible Vehicles; (4) all claims arising out
 19 of or in any way related to a 2.0-liter TDI Matter under the 2.0-liter
 20 Class Action Settlement and a 3.0-liter TDI Matter under the 3.0-
 21 liter Class Action Settlement; and (5) any claims for fines, penalties,
 22 criminal assessments, economic damages, punitive damages,
 23 exemplary damages, statutory damages or civil penalties, liens,
 24 rescission or equitable or injunctive relief, attorneys', expert,
 25 consultant, or other litigation fees, costs, or expenses, or any other
 26 liabilities, that were or could have been asserted in any civil,
 27 criminal, administrative, or other proceeding, including arbitration[.]

15 (*Id.* ¶ 9.3.)

16 DISCUSSION – FINAL APPROVAL OF SETTLEMENT

17 I. Legal Standard

18 The Ninth Circuit maintains “a strong judicial policy” that favors class action settlements.
 19 *Allen v. Bedolla*, 787 F.3d 1218, 1223 (9th Cir. 2015). Nevertheless, Federal Rule of Civil
 20 Procedure 23(e) requires courts to approve any class action settlement. “[S]ettlement class actions
 21 present unique due process concerns for absent class members.” *Hanlon v. Chrysler Corp.*, 150
 22 F.3d 1011, 1026 (9th Cir. 1998). As a result, “the district court has a fiduciary duty to look after
 23 the interests of those absent class members.” *Allen*, 787 F.3d at 1223 (collecting cases).
 24 Specifically, courts must “determine whether a proposed settlement is fundamentally fair,
 25 adequate, and reasonable.” *Hanlon*, 150 F.3d at 1026; *see* Fed. R. Civ. P. 23(e)(2). In particular,
 26 where “the parties reach a settlement agreement prior to class certification, courts must peruse the
 27 proposed compromise to ratify both the propriety of the certification and the fairness of the
 28 settlement.” *Staton v. Boeing Co.*, 327 F.3d 938, 952 (9th Cir. 2003).

1 Approval of a settlement is a two-step process. Courts first “determine[] whether a
 2 proposed class action settlement deserves preliminary approval and then, after notice is given to
 3 class members, whether final approval is warranted.” *In re High-Tech Employee Antitrust Litig.*,
 4 No. 11-CV-02509-LHK, 2014 WL 3917126, at *3 (N.D. Cal. Aug. 8, 2014). “At the fairness
 5 hearing, . . . after notice is given to putative class members, the court entertains any of their
 6 objections to (1) the treatment of the litigation as a class action and/or (2) the terms of the
 7 settlement.” *Ontiveros v. Zamora*, 303 F.R.D. 356, 363 (E.D. Cal. 2014) (citing *Diaz v. Trust*
 8 *Territory of Pac. Islands*, 876 F.2d 1401, 1408 (9th Cir. 1989)). After the fairness hearing, the
 9 court determines whether the parties should be allowed to settle the class action pursuant to the
 10 agreed-upon terms. *See Chavez v. Lumber Liquidators, Inc.*, No. CV-09-4812 SC, 2015 WL
 11 2174168, at *3 (N.D. Cal. May 8, 2015) (citation omitted).

12 **II. Final Certification of the Settlement Class**

13 **A. Rule 23(a) and (b) Requirements**

14 A class action is maintainable only if it meets the four Rule 23(a) prerequisites:

- 15 (1) the class is so numerous that joinder of all members is impracticable;
- 16 (2) there are questions of law or fact common to the class;
- 17 (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class; and
- 18 (4) the representative parties will fairly and adequately protect the interests of the class.

19 Fed. R. Civ. P. 23(a). In a settlement-only certification context, the “specifications of the Rule . . .
 20 designed to protect absentees by blocking unwarranted or overbroad class definitions . . . demand
 21 undiluted, even heightened, attention[.]” *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620
 22 (1997). “Such attention is of vital importance, for a court asked to certify a settlement class will
 23 lack the opportunity, present when a case is litigated, to adjust the class, informed by the
 24 proceedings as they unfold.” *Id.*

25 In addition to the Rule 23(a) prerequisites, “parties seeking class certification must show
 26 that the action is maintainable under Rule 23(b)(1), (2), or (3).” *Amchem*, 521 U.S. at 614. Rule
 27 23(b)(3), relevant here, requires that (1) “questions of law or fact common to class members
 28 predominate over any questions affecting only individual members” and (2) “a class action is

1 superior to other available methods for fairly and efficiently adjudicating the controversy.” Fed.
 2 R. Civ. P. 23(b)(3). The “pertinent” matters to these findings include:

- 3 (A) the class members’ interests in individually controlling the
 4 prosecution or defense of separate actions;
 5 (B) the extent and nature of any litigation concerning the
 6 controversy already begun by or against class members;
 7 (C) the desirability or undesirability of concentrating the litigation of
 8 the claims in the particular forum; and
 9 (D) the likely difficulties in managing a class action.

10 *Id.*

11 In its preliminary approval order, the Court carefully considered whether Plaintiffs
 12 satisfied the Rule 23(a) and (b)(3) requirements. (Dkt. No. 2920 at 9-13.) “Because the
 13 Settlement Class has not changed, the Court sees no reason to revisit the analysis of Rule 23[(a)
 14 and (b)].” *G. F. v. Contra Costa Cty.*, No. 13-CV-03667-MEJ, 2015 WL 7571789, at *11 (N.D.
 15 Cal. Nov. 25, 2015) (internal quotation marks and citation omitted).

16 **B. Rule 23(c) Requirements**

17 “Adequate notice is critical to court approval of a class settlement under Rule 23(e).”
 18 *Hanlon*, 150 F.3d at 1025. Rule 23(c)(2)(B) requires that “[f]or any class certified under Rule
 19 23(b)(3), the court must direct to class members the best notice that is practicable under the
 20 circumstances, including individual notice to all members who can be identified through
 21 reasonable effort.” Fed. R. Civ. P. 23(c)(2)(B). “[T]he express language and intent of Rule
 22 23(c)(2) leave no doubt that individual notice must be provided to those class members who are
 23 identifiable through reasonable effort.” *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 175 (1974).

24 **1. Implementation of the Notice Program**

25 The Court previously approved the form and content of the Class Notice and the Notice
 26 Program as set forth in Class Counsel’s motion for preliminary approval. (*See* Dkt. No. 2920 at
 27 18-20.) Epiq Systems Class Action and Claims Solutions (“ECA”) began to implement the Notice
 28 Program after the Court preliminarily approved the Settlement. (Dkt. No. 3188-2 ¶¶ 5-6.)

ECA collected mailing and email addresses for 2.0-liter and 3.0-liter Volkswagen owners
 and lessees from Volkswagen and Ankura Consulting Group, LLC, the Claims Supervisor for the
 2.0-liter and 3.0-liter Volkswagen settlements. (*Id.* ¶¶ 12-13.) From March 6 through March 15,

1 2017, ECA mailed Postcard Notices to 830,806 2.0-liter Class Members and 113,409 3.0-liter
2 Class Members via U.S. first class mail. (*Id.* ¶ 18.) ECA used two variants of the Postcard
3 Notice—one for 2.0-liter Class Members and the other for 3.0-liter Class Members. (*Id.* ¶ 16.)
4 Each notice was 4.25” x 5.5” in size, featured a prominent headline, and directed the recipients to
5 the Bosch Settlement Website² where they could access the Long Form Notice and additional
6 information on the Settlement. (*Id.* ¶¶ 16-46.)

7 From March 6 through March 15, 2017, ECA also disseminated Email Notices to 773,994
8 2.0-liter Class Members and 81,246 3.0-liter Class Members for whom a facially valid email
9 address was available. (*Id.* ¶ 21.) The Email Notices contained the Postcard Notice text and
10 included an embedded link to the Bosch Settlement Website. (*Id.* ¶¶ 21-22.) As of April 26,
11 2017, ECA had emailed or mailed notice to 946,146 unique Settlement Class Members, with
12 28,059 of those notices currently known to be undeliverable. This represents a 97.04% deliverable
13 rate. (*Id.* ¶ 24.)

14 ECA also supervised a paid media notice campaign. As part of the campaign, ECA ran
15 targeted banner notices for 45 days, with links to the Bosch Settlement Website. (*Id.* ¶¶ 27-30.)
16 ECA also purchased sponsored search listings on the three most highly-visited internet search
17 engines—*Google*, *Yahoo!*, and *Bing*. (*Id.* ¶ 31.) Combined banner impressions totaled 5.69
18 million, and the search listings were displayed 16,335 times, resulting in 5,367 click-throughs to
19 the Bosch Settlement Website. (*Id.* ¶¶ 31, 33-34.) ECA also issued a party-neutral Information
20 Release on March 9, 2017 to approximately 5,000 general media (print and broadcast) outlets
21 across North America and 5,400 online databases and websites. (*Id.* ¶ 34.)

22 As of April 26, 2017, there had been 138,571 unique visitors to the Bosch Settlement
23 Website, and 12,770 calls to a toll-free phone number established for the Settlement. (*Id.* ¶¶ 39-
24 40.)

25 2. CAFA Compliance

26 The Class Action Fairness Act (“CAFA”) provides that “each defendant that is
27

28 ² www.BoschVWSettlement.com.

1 participating in the proposed settlement shall serve upon the appropriate State official of each
 2 State in which a class member resides and the appropriate Federal official, a notice of the
 3 proposed settlement[.]” 28 U.S.C. § 1715(b). On February 2, 2017, Stephanie J. Fioreck, of Epiq
 4 Legal Noticing, implemented the notice required by CAFA at the direction of the Bosch
 5 Defendants, mailing notice of the proposed Settlement to 57 officials, including the Attorney
 6 General of the United States, and Attorneys General of each of the 50 states, the District of
 7 Columbia, and the United States’ Territory officials. (Dkt. No. 3188-2, Ex. 1 ¶¶ 5-7.)

8 3. Adequacy of Notice

9 The Court is satisfied that the Notice Program was reasonably calculated to notify Class
 10 Members of the proposed Settlement. The Notice “apprise[d] interested parties of the pendency of
 11 the action and afford[ed] them an opportunity to present their objections.” *Mullane v. Cent.*
 12 *Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950). Indeed, the Notice Administrator reports
 13 that the notice delivery rate of 97.04% “exceed[ed] the expected range and is indicative of the
 14 extensive address updating and re-mailing protocols used.” (Dkt. No. 3188-2 ¶ 24.)

15 The Court did receive one objection to the Notice Program. Objector Kangas argues that
 16 the Program was deficient because the Postcard Notices sent to 2.0-liter Class Members did not
 17 apprise them that 3.0-liter Class Members would be receiving greater compensation. (Dkt. No.
 18 3159 at 3-4.) The Postcard Notices, however, did direct Class Members to the Bosch Settlement
 19 Website, which included the relevant information on the 3.0-liter award. (*See* Dkt. No. 3188-2
 20 ¶¶ 16-20.) ECA’s emails to Class Members also included a hyperlink to the Long Form Notice,
 21 which also included the 3.0-liter award amounts. (*Id.* ¶¶ 21-22.) Sending class members a
 22 summary notice, with directions for how to obtain additional information, is an accepted notice
 23 practice, and the use of that method here was reasonable. (*See* Azari Decl. ¶ 44, Dkt. No. 3188-2
 24 (“In my experience, it is common and acceptable practice to tailor the short form notice to provide
 25 individual class members with the information relevant to their individual claims, rights, and
 26 remedies, so long as that notice also directs each class member to resources with more detailed
 27 information about the settlement.”).) The Court therefore overrules the objection.

28 * * *

1 For the reasons discussed above, the Settlement Class satisfies Rules 23(a) and 23(b)(3),
2 and the Class Notice satisfies Rule 23(c). Accordingly, the Court grants final class certification.

3 **III. Fairness, Adequacy, and Reasonableness**

4 Courts may approve a class action settlement “only after a hearing and on finding that it is
5 fair, reasonable, and adequate.” Fed. R. Civ. P. 23(e)(2). Courts assessing the fairness of a
6 settlement generally weigh:

7 (1) the strength of the plaintiff’s case; (2) the risk, expense,
8 complexity, and likely duration of further litigation; (3) the risk of
9 maintaining class action status throughout the trial; (4) the amount
10 offered in settlement; (5) the extent of discovery completed and the
stage of the proceedings; (6) the experience and views of counsel;
11 (7) the presence of a governmental participant; and (8) the reaction
of the class members of the proposed settlement.

12 *Churchill Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004).

13 But where, as here, the parties negotiate a settlement before a class has been certified,
14 “courts must peruse the proposed compromise to ratify both the propriety of the certification and
15 the fairness of the settlement.” *Staton*, 327 F.3d at 952. Pre-class certification settlements “must
16 withstand an even higher level of scrutiny for evidence of collusion or other conflicts of interest
17 than is ordinarily required under Rule 23(e) before securing the court’s approval as fair.” *In re*
18 *Bluetooth Prods. Liability Litig.*, 654 F.3d 935, 946 (9th Cir. 2011) (citing *Hanlon*, 150 F.3d at
19 1026). This heightened scrutiny “ensure[s] that class representatives and their counsel do not
20 secure a disproportionate benefit ‘at the expense of the unnamed plaintiffs who class counsel had a
21 duty to represent.’” *Lane v. Facebook, Inc.*, 696 F.3d 811, 819 (9th Cir. 2012) (quoting *Hanlon*,
150 F.3d at 1027). As such, courts must evaluate the settlement for evidence of collusion. *Id.*

22 Because “[c]ollusion may not always be evident on the face of a settlement, . . . courts
23 therefore must be particularly vigilant not only for explicit collusion, but also for more subtle
24 signs that class counsel have allowed pursuit of their own self-interests and that of certain class
25 members to infect the negotiations.” *In re Bluetooth*, 654 F.3d at 947. Signs of subtle collusion
26 include, but are not limited to:

27 (1) when counsel receive a disproportionate distribution of the
28 settlement, or when the class receives no monetary distribution but
class counsel are amply rewarded,

1 (2) when the parties negotiate a “clear sailing” arrangement
 2 providing for the payment of attorneys’ fees separate and apart from
 3 class funds, which carries “the potential of enabling a defendant to
 4 pay class counsel excessive fees and costs in exchange for counsel
 5 accepting an unfair settlement on behalf of the class”; and
 6 (3) when the parties arrange for fees not awarded to revert to
 7 defendants rather than be added to the class fund[.]

8 *Id.* (internal quotations and citations omitted).

9 **A. The *Churchill* Factors**

10 **1. Strength of Plaintiffs’ Case**

11 Settlement Class Counsel believes it has a strong case against Bosch (Dkt. No. 3086 at 21),
 12 but unlike Volkswagen, Bosch has not conceded liability for its role in the defeat-device scandal.
 13 Rather, Bosch has asserted that Volkswagen unilaterally chose to implement the defeat device
 14 (Dkt. No. 2864 at 21), and has advanced competing narratives about a number of key documents
 15 underpinning Plaintiffs’ case (Dkt. No. 3086 at 20). In a pending motion to dismiss the complaint
 16 of the non-settling Volkswagen Franchise Dealers, Bosch has also made legal challenges
 17 regarding jurisdiction, standing, causation, and damages (Dkt. No. 2864).

18 The Court does not need to “reach any ultimate conclusions on the contested issues of fact
 19 and law which underlie the merits of the dispute” in its review of the Settlement. *Officers for*
 20 *Justice v. Civil Serv. Comm’n of City & Cty. of San Francisco*, 688 F.2d 615, 625 (9th Cir. 1982).
 21 For “it is the very uncertainty of outcome in litigation and avoidance of wasteful and expensive
 22 litigation that induce consensual settlements.” *Id.* At a minimum, it is clear that Plaintiffs’ case
 23 against Bosch is not as strong as its case against Volkswagen. This factor therefore favors
 24 settlement. *See G.F. v. Contra Costa Cty.*, No. 13-cv-03667-MEJ, 2015 WL 7571789, at *11
 25 (N.D. Cal. Nov. 25, 2015) (“Approval of a class settlement is appropriate when plaintiffs must
 26 overcome significant barriers to make their case.”).

27 **2. Risk, Expense, Complexity, and Likely Duration of Further Litigation**

28 The second *Churchill* factor relates to the first. Because Bosch does not concede liability
 and has put forward multiple factual and legal challenges to the claims against it, continued
 litigation would likely be risky, expensive, and time consuming. Additionally, because Class
 Members have (or will) receive substantial compensation through the Volkswagen settlements for

1 their economic losses associated with the defeat-device scheme, there is a risk that any potential
 2 recovery from Bosch would have been offset, partially or entirely, by the funds Class Members
 3 already received. Relatedly, even if the Class secured a judgment against Bosch, Class Members’
 4 recovery may have been reduced if Bosch prevailed on an indemnification claim against
 5 Volkswagen, as Class Members agreed as part of the Volkswagen settlements to “waive
 6 enforcement of [their] judgment against . . . Bosch . . . by the amount of the damages that
 7 [Volkswagen is] . . . held to be responsible for by way of indemnification of . . . Bosch.” (Dkt.
 8 No. 1685-5 ¶ 6.) For these reasons, the second *Churchill* factor favors settlement. *See Kim v.*
 9 *Space Pencil, Inc.*, No. C 11-03796 LB, 2012 WL 5948951, at *15 (N.D. Cal. Nov. 28, 2012)
 10 (“The substantial and immediate relief provided to the Class under the Settlement weighs heavily
 11 in favor of its approval compared to the inherent risk of continued litigation, trial, and
 12 appeal . . .”).

13 3. Risk of Maintaining Class Action Status throughout Trial

14 The potential difficulties in obtaining and maintaining class certification weighs in favor in
 15 final approval. Although there does not appear to be an issue with maintaining class certification
 16 at this point, if the parties had not settled Bosch could have opposed Plaintiffs’ motion for class
 17 certification and, even if the Court certified the class, there is a risk the Court could later de-certify
 18 it. This factor favors settlement.

19 4. Amount Offered in Settlement

20 This factor is considered “the most important variable in assessing a class settlement.” *In*
 21 *re TracFone Unlimited Serv. Plan Litig.*, 112 F. Supp. 3d 993, 1001 (N.D. Cal. 2015),
 22 *reconsideration denied*, No. C-13-3440 EMC, 2015 WL 4735521 (N.D. Cal. Aug. 10, 2015).
 23 Here, the Bosch Settlement establishes a non-reversionary fund of \$327.5 million, which will be
 24 distributed to class members in the 2.0-liter and 3.0-liter Volkswagen settlements pursuant to the
 25 FTC’s formula. (Dkt. No. 2918 ¶¶ 4,1, 10.1.) When combined with the relief provided to Class
 26 Members by the 2.0-liter and 3.0-liter settlements—which includes buyback, trade-in, emission
 27 repair, and restitution remedies, valued conservatively at \$11.29 billion (*see* Dkt. Nos. 2102 at 19;
 28 3088 at 12)—the FTC believes the Bosch Settlement will fully compensate consumers for the

1 injuries they suffered from the defeat-device scandal. (Dkt. No. 3184-1.) The amount of the
 2 Bosch Settlement also takes into account that, as the FCC noted, “[a]lthough consumers have
 3 distinct legal claims against Volkswagen and Bosch, they did not suffer distinct injuries.” (Dkt.
 4 No. 3184 at 2-3.)

5 In evaluating the amount offered in settlement for fairness, courts consider the settlement
 6 as a “complete package taken as a whole, rather than the individual component parts[.]” *Officers*
 7 *for Justice*, 688 F.2d at 628. Here, the Bosch Settlement Fund and the 2.0-liter and 3.0-liter
 8 settlement awards achieve a great result—making Plaintiffs whole without continued litigation.
 9 This factor therefore also favors final approval.

10 **5. Extent of Discovery Completed and the Stage of the Proceedings**

11 “In the context of class action settlements, formal discovery is not a necessary ticket to the
 12 bargaining table where the parties have sufficient information to make an informed decision about
 13 settlement.” *In re Mego*, 213 F.3d at 459 (brackets, citation, and internal quotation marks
 14 omitted). Instead, courts look for indications that “the parties carefully investigated the claims
 15 before reaching a resolution.” *Ontiveros*, 303 F.R.D. at 371.

16 Here, Class Counsel engaged in significant discovery such that they were fully informed
 17 and prepared to participate in settlement discussions. Following the filing of the Consolidated
 18 Consumer Class Action Complaint, Class Counsel served Bosch with extensive written discovery,
 19 including interrogatories, requests for production, and requests for admission. Class Counsel also
 20 reviewed and analyzed millions of pages of documents relating to Bosch. Further, on September
 21 2, 2016, Class Counsel filed the Amended Consumer Complaint, which amplified contentions
 22 about Bosch’s alleged role in the conspiracy. (*See* Dkt. No. 1804 at 160-80.)

23 While the parties reached the Settlement at an early phase of litigation, Class Counsel’s
 24 careful pre-filing investigation and extensive review of discovery materials indicate that they had
 25 sufficient information to make an informed decision about the Settlement. Accordingly, this
 26 factor favors Settlement approval.

27 **6. Experience and Views of Counsel**

28 “Parties represented by competent counsel are better positioned than courts to produce a

1 settlement that fairly reflects each party’s expected outcome in litigation.” *In re Pac. Enters. Sec.*
 2 *Litig.*, 47 F.3d 373, 378 (9th Cir. 1995). Courts afford “great weight . . . to the recommendation of
 3 counsel, who are most closely acquainted with the facts of the underlying litigation.” *Nat’l Rural*
 4 *Telecommunications Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 528 (C.D. Cal. 2004) (internal
 5 quotation marks omitted).

6 Class Counsel believe it is “not at all certain that the Class could obtain a better outcome
 7 against Bosch through continued litigation, trial, and appeal.” (Dkt. No. 3086 at 20.) As the Court
 8 previously noted, Class Counsel “are qualified attorneys with extensive experience in consumer
 9 class action litigation and other complex cases,” who the Court selected after a competitive
 10 application process. (Dkt. No. 2919 at 23.) In light of Class Counsel’s considerable experience
 11 and their belief that the Settlement provides more than adequate benefits to Class Members, this
 12 factor favors final approval.

13 **7. Presence of Government Participant**

14 Although no government entity is a direct party to the Settlement, Class Counsel
 15 negotiated the Settlement alongside the United States, FTC, and CARB. For over three months
 16 after the Court approved the 2.0-liter settlement, the Settlement Master met with “the [PSC],
 17 Volkswagen, Robert Bosch GmbH, Robert Bosch LLC (Bosch), the Department of Justice (DOJ),
 18 the California Attorney General (CAG), and the Federal Trade Commission (FTC)” with respect
 19 to settlement negotiations related to the 3.0-liter vehicles and the claims against the Bosch parties.
 20 (Dkt. No. 3089 ¶ 4.) The FTC also was ultimately responsible for determining how to allocate the
 21 Bosch Settlement Fund and “strong[ly] supports” the Settlement. (Dkt. No. 3184 at 1, Ex. A ¶ 3.)
 22 Accordingly, the Court finds that this factor strongly favors settlement.

23 **8. Reactions of Class Members**

24 There are approximately 589,000 Class Members. (Dkt. No. 3188 at 5.) Many of them
 25 have taken an interest in the Settlement, as evidenced by the fact that, as of April 28, 2017, the
 26 Settlement call center had received approximately 12,770 calls and the Bosch Settlement Website
 27 had received 138,571 unique visits. (Dkt. 3188-2 ¶¶ 39-40.) Class Counsel have also logged over
 28 3,500 communications with Class Members, including by telephone, correspondence, and email.

1 (Dkt. 3188-1 ¶¶ 3-4.)

2 Of the Class, only 640 prospective class members (0.11%) have opted out, and only four
 3 Class Members objected to the Settlement.³ (*Id.* ¶¶ 5-6.) Given the low opt-out and objection
 4 rates, this factor strongly favors final approval. *See Churchill*, 361 F.3d at 577 (finding no abuse
 5 of discretion where district court, among other things, reviewed a list of 500 opt outs in a class of
 6 90,000 class members); *Cruz v. Sky Chefs, Inc.*, No. C-12-02705 DMR, 2014 WL 7247065, at *5
 7 (N.D. Cal. Dec. 19, 2014) (“A court may appropriately infer that a class action settlement is fair,
 8 adequate, and reasonable when few class members object to it.”); *Chun-Hoon*, 716 F. Supp. 2d at
 9 852 (granting final approval of settlement where 16 out of 329 class members (4.86%) requested
 10 exclusion).

11 Nonetheless, the Court recognizes that not all Class Members are entirely satisfied with the
 12 Settlement—albeit a small percentage. “[I]t is the nature of a settlement, as a highly negotiated
 13 compromise . . . that it may be unavoidable that some class members will always be happier with a
 14 given result than others.” *Allen*, 787 F.3d at 1223 (internal quotation marks omitted). The Court
 15 addressed one of those objections above in its discussion of the Notice Program; it addresses the
 16 remaining objections here.

17 **a. Objections Regarding the Allocation of Settlement Funds**

18 ○ The Allocation Formula

19 As noted above, the Settlement provides eligible owners and lessees of a 2.0-liter vehicle
 20 respectively with \$350 and \$200, and eligible owners and lessees of a 3.0-liter vehicle respectively
 21 with \$1,500 and \$1,200, subject to reductions where former owners or eligible lessees have claims
 22 for the same vehicle. (Dkt. No. 2918-1 at 9-10.) Objector Kangas argues that the allocation
 23 between 2.0-liter and 3.0-liter vehicle owners is unfair to Class Members with 2.0-liter vehicles,
 24 and Objector Weiss argues that the allocation between owners and lessees is unfair to lessees. The
 25 Court overrules these objections.

26
 27
 28 ³ A list of Class Members who have opted out of the Settlement can be found in Exhibit 1 to this Order.

1 A settlement allocation formula “need only have a reasonable, rational basis.” *In re*
2 *Cathode Ray Tube (Crt) Antitrust Litig.*, 2016 WL 3763382, at *6 (N.D. Cal. Feb. 29, 2016). The
3 Bosch Settlement formula has one. The Bosch Settlement is the third settlement secured by Class
4 Counsel for vehicle owners and lessees impacted by the defeat-device scandal. In allocating the
5 Fund, the FTC sought to ensure that—when the three settlements are viewed collectively—all
6 affected owners and lessees would be fully compensated for their harm. In furtherance of this
7 goal, the FTC allocated more funds from the Bosch Settlement to 3.0-liter vehicle owners because,
8 unlike the 2.0-liter settlement, the 3.0-liter settlement “left some 3.0-liter owners short of full
9 compensation.” (Dkt. No. 3184 at 3.) The FTC’s formula furthers the important goal of fully
10 compensating all consumers impacted by the defeat-device fraud. Class Members did not suffer
11 distinct injuries from Volkswagen and Bosch’s conduct—both of whom are alleged to have
12 contributed to the same defeat-device fraud—and it is therefore appropriate to view the three
13 settlements together. *See Officers for Justice*, 688 F.2d at 628 (“It is the complete package taken
14 as a whole, rather than the individual component parts, that must be examined for overall
15 fairness.”). The fact that 3.0-liter vehicle owners will receive more compensation than 2.0-liter
16 vehicle owners under the Bosch Settlement does not make the Settlement unfair, unreasonable, or
17 inadequate. *Churchill*, 361 F.3d at 575.

18 As for Objector Weiss’s contention that the allocation between owners and lessees is unfair
19 to lessees, such a distinction in compensation exists in all three of the consumer settlements, and,
20 as the Court noted in approving the 2.0-liter settlement, “reflects the fact that owners and lessees
21 have different economic relationships with their vehicles.” (Dkt. No. 2102 at 35.) The allocation
22 between owners and lessees in the Bosch Settlement Fund therefore has “a reasonable, rational
23 basis.” *In re Cathode Ray Tube*, 2016 WL 3763382, at *6.

24 ○ Intra-Class Conflict

25 Objector Kangas also asserts that the Settlement Fund’s allocation exposes an intra-class
26 conflict, because the PSC (as Class Counsel) negotiated with Bosch on behalf of both the 2.0-liter
27 and 3.0-liter Class Members.
28

1 As noted above, it was the FTC, not Class Counsel, who devised the allocation formula.
2 (*See also* FTC Response, Dkt. No. 3184 at 1 (“[T]he FTC—and only the FTC—determine how to
3 allocate the Bosch funds.”).) Class Counsel’s goal was instead to obtain the largest settlement
4 fund possible for all Class Members, 2.0-liter and 3.0-liter alike. Thus, as explained by Professor
5 Robert H. Klonoff, Professor of Law at Lewis & Clark Law School, “any theoretical conflict was
6 eliminated because the FTC, not class counsel, was solely responsible for determining the
7 allocation.” (Dkt. No. 3190-2 ¶ 73.)

8 **b. Objection Regarding the Scope of the Class Release**

9 Objector Kangas also argues that the Settlement’s class-wide release improperly releases
10 all claims, whether or not concealed or hidden. Class action settlement agreements, however,
11 commonly release concealed or hidden claims. *See, e.g., In re Zynga Inc. Sec. Litig.*, No. 12-cv-
12 04007-JSC, 2015 WL 6471171, at *4 (N.D. Cal. Oct. 27, 2015); *Wakefield v. Wells Fargo & Co.*,
13 No. C 13-05053 LB, 2014 WL 7240339, at *7 (N.D. Cal. Dec. 18, 2014); *Torchia v. W.W.*
14 *Grainger, Inc.*, No 13-cv-01427 LJO (JLT) 2014 WL 3966292, at *3 (E.D. Cal. Aug. 13, 2014).
15 The Release also expressly excludes claims of personal injury or wrongful death. (*Id.*) Thus,
16 Class Members who wish to litigate such claims may do so.

17 **c. Objection Regarding Time to Review Class Counsel’s Fee**
18 **Motion**

19 Finally, Objector Booth argues that “[t]he proposed settlement required dissenters to object
20 before class counsel filed its fee motion,” and therefore “depriv[ed] class members of information
21 necessary to evaluate whether to object.” Objector Booth’s concern is not factually correct. Class
22 Counsel filed their motion for attorneys’ fees simultaneously with their motion for final approval
23 of the Settlement, on March 24, 2017. (*See* Dkt. No. 3087.) Class Members then had three weeks
24 to review the fees request before the objection deadline of April 14, 2017. Further, as early as
25 January 31, 2017—more than two months before the objection deadline—Class Counsel identified
26 the maximum amount of attorneys’ fees they intended to request in their motion for preliminary
27 approval of the Settlement. (Dkt. No. 2838.) Thus, Class Members had the information necessary
28 to object to Class Counsel’s request for attorneys’ fees.

1 **B. The *Bluetooth* Factors**

2 Although the *Churchill* factors favor settlement, consideration of those factors alone is
3 insufficient. *See In re Bluetooth*, 654 F.3d at 946. Where, as here, the parties reach a settlement
4 prior to class certification, courts must examine the settlement with “an even higher level of
5 scrutiny for evidence of collusion or other conflicts of interest than is ordinarily required under
6 Rule 23(e) before securing the court’s approval as fair.” *Id.* (citations omitted). “Collusion may
7 not always be evident on the face of a settlement, and courts therefore must be particularly vigilant
8 not only for explicit collusion, but also for more subtle signs that class counsel have allowed
9 pursuit of their own self-interests and that of certain class members to infect the negotiations.” *Id.*
10 at 947. Signs of subtle collusion include:

- 11 (1) when counsel receive a disproportionate distribution of the
12 settlement, or when the class receives no monetary distribution but
13 class counsel are amply rewarded;
14 (2) when the parties negotiate a “clear sailing” arrangement
15 providing for the payment of attorneys’ fees separate and apart from
16 class funds, which carries the potential of enabling a defendant to
17 pay class counsel excessive fees and costs in exchange for counsel
18 accepting an unfair settlement on behalf of the class; and
19 (3) when the parties arrange for fees not awarded to revert to
20 defendants rather than be added to the class fund.

21 *Id.* (internal quotations marks and citations omitted). The *Bluetooth* court made clear that these
22 factors are not dispositive but merely “warning signs” or “indicia of possible implicit collusion.”
23 *Id.* Even if all three signs are present, courts may still find that a settlement is reasonable. *See id.*
24 at 950 (noting that the district court may find the settlement reasonable notwithstanding the
25 presence of all three *Bluetooth* factors).

26 The Court concludes that none of the *Bluetooth* factors are present here. First, in a separate
27 order today, the Court granted Class Counsel’s motion for \$51 million in attorneys’ fees and \$1
28 million in costs. (Dkt. No. 3231.) This award amounted to 15.6% of the \$327.5 million
Settlement Fund, which is a percentage that falls below the 25% benchmark established by the
Ninth Circuit, and that is reasonable under the facts of this case. *See Bluetooth*, 654 F.3d at 942.
Class Counsel will therefore not “receive a disproportionate distribution of the settlement,” nor
will the class “receive[] no monetary distribution.” *Id.* at 947.

1 to persons who, though not parties to the original action or engaged in wrongdoing, are in a
2 position to frustrate the implementation of a court order or the proper administration of justice, []
3 and encompasses even those who have not taken any affirmative action to hinder justice.” *United*
4 *States v. New York Tel. Co.*, 434 U.S. 159, 174 (1977) (internal citations omitted). However, the
5 authority granted by the All Writs Act, though broad, is not unlimited. *Negrete v. Allianz Life Ins.*
6 *Co. of N. Am.*, 523 F.3d 1091, 1098 (9th Cir. 2008). Indeed, the Anti-Injunction Act limits the
7 district court’s ability to enjoin state proceedings “except as expressly authorized by Act of
8 Congress, or where necessary in aid of its jurisdiction, or to protect or effectuate its judgments.”
9 28 U.S.C. § 2283. “Although comity requires federal courts to exercise extreme caution in
10 interfering with state litigation, federal courts have the power to do so when their jurisdiction is
11 threatened.” *Hanlon*, 150 F.3d at 1025; *see Keith v. Volpe*, 118 F.3d 1386, 1390 (9th Cir. 1997)
12 (“[T]he All Writs Act, 28 U.S.C. § 1651, empowers the federal courts to enjoin state proceedings
13 that interfere, derogate, or conflict with federal judgments, orders, or settlements.”).

14 A stay of all state court actions relating to the Released Claims is necessary to preserve the
15 Court’s jurisdiction. First, Class Members have been given an opportunity to opt out of the
16 Settlement. *See Jacobs v. CSAA Inter-Ins.*, No. C 07-00362 MHP, 2009 WL 1201996, at *2 (N.D.
17 Cal. May 1, 2009) (“A district court may enjoin named and absent members who have been given
18 the opportunity to opt out of a class from prosecuting separate class actions in state court.”)
19 (citation omitted). Second, a state court’s disposition of claims similar to or overlapping the
20 Released Claims would implicate the same legal and evidentiary issues; thus, such action would
21 threaten the Court’s jurisdiction and hinder its ability to decide the case. *See id.* at *3 (“A
22 preliminary injunction is appropriate to preserve jurisdiction because there is a sufficient overlap
23 of claims between the federal and state class actions, such that the same legal and evidentiary
24 issues will be implicated in each case.”); *In re Jamster Mktg. Litig.*, No. 05-CV-0819JM(CAB),
25 2008 WL 4482307, at *6 (S.D. Cal. Sept. 29, 2008) (“Any litigant may be enjoined from
26 proceeding with a state court action where it is ‘necessary to prevent a state court from so
27 interfering with a federal court’s consideration or disposition of a case as to seriously impair the
28 federal court’s flexibility and authority to decide the case.’”) (citation omitted). Accordingly, the

United States District Court

1 Court enjoins Class Members who have not opted out from participating in any state court
2 litigation relating to the Released Claims. This injunction, however, does not prevent Class
3 Members from dismissing or staying their Released Claims.

4 **CONCLUSION**

5 For the foregoing reasons, the Court ORDERS as follow:

- 6 1. Plaintiffs' motion for final approval of the Settlement is GRANTED. The
7 Settlement is fair, adequate, and reasonable and is in the best interest of Class
8 Members. Benefits under the Settlement shall immediately be made available to
9 Class Members.
- 10 2. The Court CONFIRMS the appointment of Lead Plaintiffs' Counsel and the 21
11 members of the PSC listed in Pretrial Order No. 7 (Dkt. No. 1084) as Settlement
12 Class Counsel.
- 13 3. The Court CONFIRMS the appointment of the Settlement Class Representatives
14 listed in Exhibit 1 to Plaintiffs' motion for preliminary approval. (Dkt. No 2918-1.)
- 15 4. The Court CONFIRMS the appointment of Epiq Systems, Inc. as the Claims
16 Administrator and Notice Administrator. Epiq, including its subcontractors, and
17 the directors, officers, employees, agents, counsel, affiliates and advisors, shall not
18 be liable for its good-faith compliance with its duties and responsibilities as Claims
19 Administrator and Notice Administrator under the Settlement, this Order, all prior
20 orders, or any further settlement-related orders or consent decrees, except upon a
21 finding by this Court that it acted or failed to act as a result of malfeasance, bad
22 faith, gross negligence, or in reckless disregard of its duties.
- 23 5. The Court APPOINTS Citibank Private Bank to serve as the Escrow Agent.
- 24 7. The Court DISMISSES WITH PREJUDICE the following without costs to any
25 party:
 - 26 a. All claims as between the Settlement Class and all its Members who have
27 not timely and properly excluded themselves, on the one hand, and any
28 Released Party or Parties, other than as specified in this Order and in the

United States District Court

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Settlement.

b. All claims pertaining to Eligible Vehicles, as between a Settlement Class Member who is not an opt out or otherwise excluded, and any Released Party or Parties, in related lawsuits pending in the MDL centralized in this Court by the Judicial Panel on Multidistrict Litigation on December 8, 2015, *see In re Volkswagen "Clean Diesel" Mktg., Sales Practices, & Prods. Liab. Litig.*, 148 F. Supp. 3d 1367 (J.P.M.L. 2015).

c. All related lawsuits pending in this MDL containing only claims between a Settlement Class Member who is not an opt out or otherwise excluded, and against any Related Party or Parties, and pertaining to Eligible Vehicles.

8. Class Members who have not properly opted out and any person purportedly acting on behalf of any Class Member(s) are ENJOINED from commencing, filing, initiating, instituting, pursuing, maintaining, enforcing or prosecuting, either directly or indirectly, any Released Claims in any judicial, administrative, regulatory, arbitral or other proceeding, in any jurisdiction or forum, against any of the Released Parties. Nothing herein shall prevent any Class Member, or any person actually or purportedly acting on behalf of any Class Member(s), from taking any actions to dismiss his, her, or its Released Claims.

9. Only those persons or entities who timely submitted valid requests to opt out of the Settlement Class are not bound by this Order, and any such excluded persons or entities are not entitled to any recovery from the Settlement. A list of those persons or entities can be found in Exhibit 1 to this Order.

10. Persons and entities that are determined by the Claims Administrator or the Court to be excluded from the Class, because his/her/its vehicle is not an "Eligible Vehicle," or for any other reason, are not bound by the Final Order and Judgment, and are not entitled to any recovery from the Settlement.

11. The Court retains the exclusive jurisdiction to enforce, administer, and ensure compliance with all terms of the Settlement in accordance with the Settlement and

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this Order.

IT IS SO ORDERED.

Dated: May 17, 2017



CHARLES R. BREYER
United States District Judge

United States District Court

EXHIBIT 1

BOSCH SETTLEMENT: LIST OF OPT-OUTS (04/28/17)

1	2L	AARON D GREENE
2	2L	AARON S EDWARDS
3	3L	ALAN DANIELS
4	2L	ALAN GOODMAN
5	2L	ALAN ROBERTS
6	2L	ALAN ROBERTS
7	2L	ALBERTO CORNEA
8	3L	ALBERTO CORNEA
9	3L	ALEXANDRA FOGLIA
10	2L	ALFRED W PALMER
11	2L	ALICIA CAIN
12	2L	ALICIA ZADEH
13	3L	ALVARO SAMAYOA JR
14	2L	AMANDA NICOLE SHORT
15	2L	AMANDA SHORT
16	2L	AMY SMITH
17	3L	ANDRE DOGUET
18	2L	ANDREA MESSENGER
19	2L	ANGELITO L SANCIANCO
20	3L	ANNA KOENIG
21	2L	ANNA-EMILIA KREINER
22	2L	ANTHONY A AMERSFOORT
23	2L	ANTHONY L. ANDREOZZI
24	2L	ANTHONY ORTEGA
25	2L	APRIL EXLINE
26	3L	ARMIN BANDARI
27	2L	ARTHUR FREEMAN
28	2L	ARTHUR PATRICK RUTH
29	2L	ASHRAF GUINDI
30	2L	AUDLYN HIRSCHHEY
31	2L	BANK OF ABBEVILLE & TRUST CO
32	2L	BARBARA STONE MERENDINO
33	2L	BARBARA STONE MERENDINO
34	2L	BARBARA STONE MERENDINO
35	2L	BARBARA STONE MERENDINO
36	2L	BARRY DEBEVEC
37	3L	BART NAUGHTON
38	3L	BARTHOLOMEW JOSEPH NAUGHTON

39	2L	BENJAMIN FRANKLIN MCLIN
40	2L	BENJAMIN NAPPER
41	3L	BERNADETTE CAMPA
42	2L	BERNARD NELSON COURTNEY
43	3L	BETSY OPYT
44	2L	BEVERLY K WHITE
45	2L	BEVERLY PARKER
46	2L	BILLY E PENIX
47	2L	BILLY R MESSENGER
48	2L	BLANCA SOTO
49	2L	BOB LAYMAN
50	2L	BOBBY LEE LAYMAN
51	2L	BOYD & JANET TOMS
52	2L	BOYD TOMS
53	3L	BRADLEY S. SANDERS
54	2L	BRADLEY WILSON
55	2L	BRANDON SELF
56	2L	BRENDA A WILLIAMSON
57	2L	BRIAN DESHOTEL
58	2L	BRIAN SMITH
59	2L	BRIAN W CROUCH
60	2L	BRITTNY CAINFLETCHER
61	2L	BRITTNY CAIN-FLETCHER
62	2L	BROCK MUSE
63	2L	BUTCH HOLLEY
64	2L	CANDICE AYLOR-MORRIS
65	2L	CANDICE AYLOR-MORRIS
66	3L	CARLOS CASANOVA
67	3L	CARLOS DE JESUS
68	2L	CARLOS LUNA
69	2L	CARMEL L CRANE
70	2L	CARMEN & REYNALDO VILLALOBOS
71	2L	CAROL ANN WOOD
72	2L	CAROLYN MCILLWAIN
73	2L	CAROLYN STAHLCKER
74	2L	CARRIE E WRIGHT
75	2L	CARTER NICE
76	2L	CARTER NICE

BOSCH SETTLEMENT: LIST OF OPT-OUTS (04/28/17)

77	2L	CASEY COOPER
78	2L	CATHERINE A DENNIS
79	2L	CATHY SMITH
80	2L	CECILIA RICHTER
81	2L	CHARLENE C BLANCHARD
82	2L	CHARLENE ROBERSON
83	2L	CHARLES EDWARD HUEBEL
84	3L	CHARLES KUBICKI
85	2L	CHARLES LYNN HARRELL
86	2L	CHERYL I GOULD
87	3L	CHRISTIAN T SPAULDING
88	2L	CHRISTINA J PAEZ
89	2L	CHRISTINA J PAEZ
90	2L	CHRISTINA S MITCHELL
91	2L	CHRISTINE CASSON
92	2L	CHRISTINE L BLACK
93	2L	CHRISTOPHER METNER
94	2L	CHRISTOPHER NELSON
95	2L	CHRISTOPHER RAMIREZ
96	3L	CHRISTOPHER STURR
97	2L	CHRISTOPHER VASQUEZ
98	2L	CINDY READY
99	3L	CLAIRE VILA
100	2L	CLARA THOMAS
101	2L	CLEMENT C WOODHULL
102	2L	CLEVE B SINGLETON
103	2L	CLIFFORD ROCHA
104	2L	CODY GRAYBILL
105	2L	CRAIG GRASON
106	2L	D P TYSON BERNTHAL
107	2L	DABNEY JOHNSON
108	2L	DABNEY JOHNSON
109	2L	DALE STUHR
110	2L	DAN BRUBAKER
111	3L	DAN CONROY
112	3L	DAN LENHART
113	3L	DANETTE SILVA
114	3L	DANIEL EISENRING

115	3L	DANIEL HARDAGE
116	2L	DANIEL J CROSE
117	2L	DANIEL LOPEZ
118	2L	DANIEL LOPEZ
119	2L	DANIEL MILLER
120	2L	DANIIL MARKEVICH
121	2L	DANNY MENDIOLA
122	2L	DARL R OSTRANDER
123	2L	DARLA REASNER-BENNETT
124	2L	DARLA REASNER-BENNETT
125	2L	DARRELL W GREGG
126	2L	DARREN LOUIS DIMEO
127	2L	DARRON MITCHELL
128	2L	DAVE HARRISON
129	2L	DAVID DRANEY
130	2L	DAVID E BRANCH
131	2L	DAVID IMMETHUN
132	2L	DAVID MICHAEL AND STEPHANIE L SHORT
133	2L	DAVID MICHAEL LOUZEK
134	2L	DAVID PATRICK TYSON BERNTHAL
135	2L	DAVID SLATER
136	2L	DAVID SMITH
137	2L	DAWN L STEWART
138	2L	DAWN M. SANDERS
139	2L	DAWN SANDERS
140	2L	DEBBIE FODOR
141	2L	DEBORAH FODOR
142	2L	DEBRA K GILLIS
143	2L	DELORES NEVELS
144	2L	DELORIS M PALMER
145	3L	DERMOT C OBRIEN
146	2L	DERRICK CLAAR
147	2L	DIEGO E. NARANJO
148	2L	DON E HODGES
149	2L	DON HODGES
150	3L	DONALD C MANUEL
151	2L	DONALD W HARVELL
152	3L	DONNA L NAUGHTON

BOSCH SETTLEMENT: LIST OF OPT-OUTS (04/28/17)

153	2L	DOREEN FREEMAN
154	2L	DOUGLAS HAYES
155	2L	DWIGHT GOULD
156	2L	EDWARD BANMAN
157	2L	EDWARD M. CHEN
158	2L	ELISSA D CLAAR
159	2L	ELIZABETH A DIMEO
160	2L	ELIZABETH LEBEAU
161	2L	ELSA CURTIS
162	2L	ELSA CURTIS
163	2L	ELZA HYLARIS
164	3L	ERIC CAMPA
165	2L	ERIC D HEITNER
166	2L	ERIC HEITNER
167	2L	ERICA LAFORCE
168	2L	ERICA S BRADEN
169	3L	ESSAM METWALLY
170	3L	ESTHER GOMEZ
171	2L	EUGENE SERIDGE
172	2L	EUGENE VALENTINE
173	2L	FARRAH KRAUTSDORFER
174	2L	FATMIR KAZMAJ
175	2L	FRANCISCA MANNING
176	2L	FRANCISCO SAAVEDRA
177	2L	FRANK MAX MILLER
178	3L	FRANK NOVELLO
179	2L	FRANK ZAJAC
180	2L	FRANKLIN E RANDOLPH II
181	2L	FRED GRADEL
182	2L	FRED PENNINGTON
183	2L	GABRIEL RUIZ
184	2L	GARY AND BARBARA FONTENOT
185	2L	GARY D FONTENOT
186	2L	GARY GRAHAM
187	2L	GARY L BAURA
188	2L	GARY S WRIGHT
189	2L	GARY WRIGHT
190	2L	GENEVA CARUTHERS

191	2L	GENOVEVA MEDINA
192	2L	GEORGE CAIRNEY
193	2L	GEORGE TUTTLE
194	3L	GEORGIA ALBANO
195	2L	GEORGIA H. OBRIEN
196	2L	GERALD M MELTON
197	2L	GERALD M MELTON
198	2L	GERALD NORMAN
199	2L	GERALD VALENTE
200	2L	GERALD W. AYMOND
201	2L	GIOVANNI PEREA
202	2L	GLENDA PRAGER
203	2L	GLENN EDWARDS
204	2L	GLORIA J HAMON
205	2L	GRANVILLE MANUEL
206	3L	GUST STRATTON
207	2L	HAILEY DONAHUE
208	2L	HAROLD ALDEMAN
209	2L	HARRIET BRYAN
210	2L	HARRY HILDEBRANDT
211	2L	HAZEL HINDS
212	2L	HAZEL HINDS
213	3L	HECTOR & CLAIRE VILA
214	2L	HECTOR M YBARRA
215	2L	HELEN BROWNSON
216	2L	HELEN S. VAELLO
217	3L	HELEN WUAKU
218	3L	HERBERT WRESCHNER
219	3L	HERMINIA PIERCE
220	2L	HOLLAND AUSTIN
221	2L	HOLLY C GIANNAKOPOULOS
222	2L	HOLLY M STUART BLAYLOCK
223	2L	HOLLY S DUFRENSE
224	3L	HOWARD VERNON BERG
225	2L	HUGH JAMES HARDMAN
226	2L	IAN F MCCOLLOM
227	2L	IAN MCCOLLOM
228	2L	IDA SINGLETON

BOSCH SETTLEMENT: LIST OF OPT-OUTS (04/28/17)

229	2L	ILL, JOE RICHARDSON
230	2L	IMELDA ARMANTROUT
231	3L	JACOB O HOLLIER
232	2L	JADEN VAN EKEREN
233	2L	JAMES HABISREITINGER
234	2L	JAMES JOHNSON
235	2L	JAMES KEYES
236	2L	JAMES L WADE
237	2L	JAMES TYRONE LEATH
238	2L	JAMES W CASSON
239	2L	JAMES WALTERS
240	2L	JAMES WILKINS
241	3L	JAMI WILLIS
242	2L	JANE TRAN
243	2L	JANET BRAUER
244	2L	JANET COURTNEY
245	2L	JASON BURTON
246	2L	JASON ETHRIDGE
247	2L	JASON ETHRIDGE
248	2L	JASON P EDWARDS
249	2L	JASON PATTERSON
250	2L	JASON RICHARD POWELL
251	2L	JAY TALBOT
252	2L	JAYNE CARROLL MONTARBO
253	2L	JEAN F MCLIN
254	2L	JEAN MLCIN
255	2L	JEAN SERIDGE
256	3L	JEB STUART JAMES
257	2L	JEFF EATON
258	3L	JEFF NEUKIRCH
259	2L	JEFFERY S NEUKIRCH
260	2L	JEFFERY S NEUKIRCH
261	3L	JEFFERY S NEUKIRCH
262	2L	JEFFREY C EATON
263	3L	JEFFREY SCOTT NEUKIRCH
264	2L	JENNIFER ALBERT ERICKSON
265	3L	JENNIFER BARRY
266	2L	JENNIFER BURTON

267	2L	JENNIFER GRASON
268	2L	JENNIFER JACKSON
269	3L	JENNIFER JANE WILKINSON
270	2L	JENNIFER VAN HOUTEN
271	2L	JEREMY D REISZNER
272	2L	JEREMY HORNER
273	3L	JEROME STOCK
274	3L	JEROME STOCK
275	2L	JESSICA M VILLEGAS
276	3L	JESUS NORIEGA
277	2L	JIM WILKINS
278	3L	JIM ZOETEWEEY
279	2L	JOAN J. MANN
280	2L	JOAN MANN
281	2L	JOE RICHARDSON
282	2L	JOEL RODRIGUEZ
283	2L	JOHN & KATHLEEN TROUNCE
284	2L	JOHN BRUTSCHE
285	3L	JOHN BRUTSCHE
286	2L	JOHN CHO
287	2L	JOHN D WAGER
288	2L	JOHN GARDNER
289	2L	JOHN GARDNER
290	2L	JOHN JARRIELL
291	2L	JOHN JEFFREY BAXLEY
292	2L	JOHN JEROME GARDNER
293	2L	JOHN LOFTUS
294	2L	JOHN MAHAN AND JUDY MAHAN
295	2L	JOHN PIKE
296	2L	JOHN PONIKTERA
297	3L	JOHN ROHAN
298	2L	JOHN SHANER
299	2L	JOHN STEVENSON
300	2L	JOHN TESTA
301	2L	JOHN TROUNCE
302	2L	JOHN W ADAMS
303	2L	JOHN W MCCLURE
304	3L	JORGE E QUINTERO

BOSCH SETTLEMENT: LIST OF OPT-OUTS (04/28/17)

305	2L	JOSE AQUEVEQUE
306	2L	JOSE B CHAVEZ
307	3L	JOSE HUMBERTO GONZALEZ
308	3L	JOSEFA AGUILAR
309	3L	JOSEPH ALBANO
310	2L	JOSEPH J GILLESPIE
311	2L	JOSEPH J GILLESPIE
312	2L	JOSHUA BERENY
313	2L	JOSHUA M PERELLIMINETTI
314	2L	JOSHUA M PERELLI-MINETTI
315	2L	JOSHUA O HESS
316	2L	JUDITH SANCIANCO
317	2L	JULIO E MOURRA
318	3L	JULIO MENENDEZ
319	2L	JUN SUWABE
320	2L	JUSTIN PENO
321	2L	KAREN G STEVENSON
322	3L	KAREN OTT
323	2L	KARIN BOYLES
324	2L	KARIN D BOYLES
325	2L	KARINA A ARABOLAZA
326	2L	KATHERINE DRANEY
327	2L	KATHLEEN URICK HALE
328	2L	KATHY BARBARINO
329	2L	KATHY MELTON
330	2L	KATHY MELTON
331	2L	KELLIE NELSON
332	2L	KELLY DICHOSO
333	2L	KELLY JONES
334	2L	KENJI OHSAKO
335	2L	KENNETH EDWARDS
336	2L	KENNETH PAPE
337	2L	KERRI LYNN ANNIS
338	2L	KEVIN M MILLER
339	3L	KIMBERLY A CAMPBELL
340	2L	KIMBERLY FRECHETTE
341	2L	KIRK ZINSSER
342	2L	KRISHNAMURT NADELLA

343	2L	KRISTINA LANDRY
344	2L	KRISTINA LANDRY
345	2L	KRISTY M ROUTT
346	2L	KULDIP SOOCH
347	2L	KYLE KADELL
348	2L	LANG WILLIAMSON
349	2L	LARAMETTA HARVELL
350	2L	LARRY AND HOLLY STUART BLAYLOCK
351	2L	LARRY TAYLOR
352	3L	LAURA C STURR
353	2L	LAURIE ANDRE
354	2L	LAURIE PATTY
355	2L	LAURIE RUTH
356	2L	LAWRENCE F TOTZKE
357	2L	LEEANNE SMITH
358	3L	LEONA WRESCHNER
359	2L	LINDA HARPER
360	2L	LINDA JOHNSON
361	2L	LINDA JOHNSON
362	2L	LINDA M HARPER
363	2L	LINDA TUBESING
364	2L	LINELL MYERS
365	2L	LISA A LEVY
366	2L	LISA CORBETT
367	3L	LISA MARIE HARTMANN
368	2L	LISA V. CORBETT
369	2L	LOIS D. LITCHFIELD
370	2L	LOIS LITCHFIELD
371	2L	LORENA ANN JOHNSON
372	2L	LORIE AND ARTHUR RUTH
373	2L	LORRAIN PEDDER
374	2L	LUCAS TWEEDDALE
375	2L	LUIS A TORRES
376	2L	LUIS R AVILES
377	2L	LUKE L TWEEDDALE
378	2L	MA REINA MAE M TAPARAN
379	2L	MACHIKO SUWABE
380	2L	MAHMUDA SULTANA

BOSCH SETTLEMENT: LIST OF OPT-OUTS (04/28/17)

381	2L	MAHMUDA SULTANA
382	2L	MALCOM ROBERT SANDEL
383	2L	MANUEL MATA
384	2L	MANUEL RODRIGUEZ
385	2L	MARIA G DELGADO
386	3L	MARIA TERESA BERG
387	2L	MARIE AND HAROLD HAGEN
388	2L	MARIE B KEYES
389	2L	MARISA PEREZ MARTIN
390	2L	MARJORIE LOU BOGGS
391	3L	MARJORIE WILLIAMS
392	2L	MARK ALDRETE
393	3L	MARK CLEMENS
394	2L	MARK D. MOON
395	2L	MARK L THEODOSIS
396	2L	MARK LANE
397	2L	MARK MOON
398	2L	MARK MOSKOWITZ
399	2L	MARK THEODOSIS
400	2L	MARK TOWNSEND
401	2L	MARK WEYBRIGHT SHOEMAKER
402	2L	MARK ZANIDES
403	2L	MARSHALL ALLMAN
404	2L	MARTINA MACIAS
405	2L	MARY AND WILLIAM MCNALLY
406	2L	MARY ELIZABETH THOMAS
407	2L	MARY FERROS
408	2L	MARY H GALANOS
409	2L	MARY M SMITH
410	3L	MARY MCGRANE
411	2L	MARY STELLA PAGAN
412	2L	MARY THOMAS
413	2L	MATT STAHLECKER
414	3L	MATTHEW HARTMANN
415	2L	MATTHEW KRAUTSDORFER
416	2L	MATTHEW M CAIN
417	2L	MATTHEW STAHLECKER
418	2L	MATT-PHUOC TRINH

419	2L	MEGAN HUSBY
420	2L	MELISSA N PIEHET
421	3L	MELISSA SANDERS
422	2L	MICHAEL A CAIN
423	2L	MICHAEL ADDAMS
424	3L	MICHAEL AGOP DERDERIAN
425	3L	MICHAEL E KOENIG
426	2L	MICHAEL ERICKSON
427	2L	MICHAEL H BRINKMANN
428	3L	MICHAEL J HATHAWAY
429	2L	MICHAEL MAGAMEZ
430	2L	MICHAEL MCCARVER
431	2L	MICHAEL REVELES
432	2L	MICHAEL TUSINGER
433	2L	MICHAEL WEISS
434	2L	MICHAEL YOUNG
435	3L	MICHELLE A. DARK
436	3L	MICHELLE B CASANOVA
437	2L	MICHELLE MCLEOD SAYE
438	2L	MIGUEL LOPEZ
439	2L	MIGUEL RODRIGUEZ
440	2L	MISTY MCRAE
441	3L	MITCHELL SALZBERG
442	2L	NANCY M. HELLER
443	2L	NANCY STEUBER
444	2L	NATALIE BRAVO
445	2L	NATHAN HANCE
446	2L	NATHAN ROARK
447	2L	NIESHA R TROUT
448	2L	NINA AKIN
449	2L	NORMAN L JENKINS
450	2L	OLEG YARIN
451	2L	OLEGARIO CONDE
452	2L	PAIGE LEMMON
453	3L	PAMELA STARKE
454	2L	PATRICIA K TREIB
455	2L	PATRICIA M JAFFE
456	2L	PATRICIA NELSON

BOSCH SETTLEMENT: LIST OF OPT-OUTS (04/28/17)

457	3L	PATRICIA NELSON
458	2L	PATRICIA TRIEB
459	2L	PAUL CRAWFORD
460	2L	PAUL D CRAWFORD
461	2L	PAUL DANAHER
462	2L	PAUL M THOMAS
463	3L	PAUL R. SALAZAR
464	2L	PAUL REISZNER
465	3L	PEDRO GOMEZ
466	2L	PETE AND NANCY STREBEIGH
467	2L	PETER BRUCE DAHLMAN
468	2L	PETER E BIPPART
469	2L	PETER FOIT
470	2L	PETER STREBEIGH
471	3L	PETRA BERG
472	3L	PHILIP G DARK
473	3L	PHILLIP FRIDAY
474	3L	PIOTR DZIARMAGA
475	2L	QUIRINO LAZARO
476	2L	RALPH GLADWIN
477	2L	RANDALL D LEBEAU
478	2L	RANDALL D LEBEAU
479	3L	RANDALL HARRAH
480	3L	RANDALL HARRAH
481	2L	RANDALL RAY STICE
482	2L	RANDALL RAY STICE
483	2L	RANDALL S PARKER
484	2L	RAY WOOD
485	2L	REBECCA CARUSO
486	2L	REINA TAPARAN
487	2L	RENE LEYVA
488	2L	RENE LEYVA
489	2L	REYNALDO VILLALOBOS
490	2L	RICHARD H COX
491	2L	RICHARD HARVELL
492	2L	RICHARD J GALANOS
493	2L	RICHARD JON CLOMPUS
494	2L	RICHARD MARTIN

495	2L	RICHARD NAHMIAS
496	2L	RIGOBERTO VAZQUEZ
497	2L	ROBERT & NATALIE BRAVO
498	2L	ROBERT ALVIN NELSON
499	3L	ROBERT ALVIN NELSON
500	2L	ROBERT ARSENAULT
501	2L	ROBERT ARSENAULT
502	2L	ROBERT BRADSHAW
503	2L	ROBERT CLADER
504	3L	ROBERT D HILLSHAFER
505	3L	ROBERT D & SUZANNE F HILLSHAFER
506	2L	ROBERT DAVID MACIEL
507	2L	ROBERT DAVID MACIEL
508	2L	ROBERT DOLAN
509	2L	ROBERT HOLADAY
510	2L	ROBERT L INDEST
511	2L	ROBERT L INDEST
512	2L	ROBERT L SEWELL
513	2L	ROBERT L. SEWELL
514	2L	ROBERT LAMARCHE
515	3L	ROBERT SMITH
516	2L	ROBERT SNYDER
517	2L	RODRIGO LARA
518	2L	ROGER ASHTON
519	3L	ROGER ASHTON
520	2L	ROLANDO ALBINO GUERRA
521	3L	ROLF UITZETTER
522	2L	RON MORGAN
523	2L	RONALD JOHN OSEDACH
524	2L	RONALD MORGAN
525	2L	RONALD NICHOLS
526	2L	RONNEY DANIEL EATON
527	2L	RONNEY DANIEL EATON
528	3L	RONNEY DANIEL EATON
529	2L	ROSAURA GARZA
530	2L	ROSCOE ROZEWICZ
531	2L	ROY L VANHOUTEN
532	2L	ROY M TUBESING

BOSCH SETTLEMENT: LIST OF OPT-OUTS (04/28/17)

533	2L	ROY MIKE TUBESING
534	2L	ROYCE BROWN
535	2L	RUSSELL ZIVKOVICH
536	2L	RYAN C MANDAP
537	2L	RYAN HARPER
538	2L	RYAN JACKSON
539	2L	RYAN LOUAY SHARIF
540	2L	RYAN MANDAP
541	2L	RYAN MARI
542	2L	RYAN MARI
543	2L	RYAN SHARIF
544	2L	SABRINA RODRIGUEZ
545	2L	SAGRARIO BAECKER
546	2L	SALOMON HAROLDO CORTES
547	3L	SALVADOR FRANCISCO VILLEGAS RAMOS
548	2L	SAM STREATER
549	3L	SANJAY R PATEL
550	2L	SARAH HUNT COMISKEY
551	2L	SCOTT MADISON
552	3L	SCOTT MADISON
553	2L	SCOTTY HUNZIKER
554	2L	SEAN G FISHER
555	3L	SERGEY SERDYUK
556	2L	SERGIO RIOS
557	3L	SHARON ZOETEWAY
558	2L	SHEILA G AYMOND
559	3L	SHERMAN UITZETTER
560	2L	SHERRIE ANN SMITH
561	2L	SHERRY NICHOLS
562	2L	SHERYL DAMERON
563	2L	SHIRLEY B FREEMAN
564	3L	SIGMAR K BERG
565	2L	SONYA TAYLOR
566	2L	SOUHIL KHERICI
567	2L	STEPHEN COMISKEY
568	2L	STEPHEN FOSS
569	2L	STEVEN C. AND GRETCHEN D. MYERS
570	2L	STEVEN L KADEL

571	2L	STEVEN M JOHNSON
572	2L	STEVEN STACHWICK
573	2L	STUART D ROBERTSON
574	3L	STUART KAYE
575	2L	SUSAN COX
576	2L	SUSAN MCGILL
577	2L	SUZANNA NORBECK
578	2L	SVETLANA MARKEVICH
579	2L	TAMARA TRAWICK
580	2L	TAMERA J TOTEN
581	2L	TAO M. PHAM
582	2L	TAO PHAM
583	2L	TED CHUN
584	2L	TED VINCENT
585	2L	TEDDY J SAYE
586	2L	TERESA KEITH
587	2L	TERRI TUSINGER
588	2L	TERRY ROMA
589	3L	TESSA HARDAGE
590	2L	THEA AND LEE MCNORVELL
591	2L	THEODOR S PARADA
592	2L	THEODORE AND CECELIA RICHTER
593	2L	THOMAS & DELORES MARY NEVELS
594	3L	THOMAS G PATZAU
595	2L	THOMAS R EVANS
596	2L	THOMAS R NEVELS
597	2L	THOMAS R NEVELS
598	2L	THOMAS W WHITE
599	2L	THOR ERICKSON
600	2L	TIMOTHY J CAUTHRON
601	2L	TIMOTHY TOOMAY
602	2L	TONY ORTEGA
603	2L	TORREY P PAEZ
604	2L	TORREY P PAEZ
605	2L	TORREY PAEZ
606	2L	TRACEY BONNET
607	2L	TRACY BYRD
608	2L	TRACY MORK

BOSCH SETTLEMENT: LIST OF OPT-OUTS (04/28/17)

609	2L	VALERIE MILLER
610	3L	VERNE B MULLINS INC
611	3L	VERNE MULLINS
612	2L	VICKI CAIRNEY
613	2L	VICKIE HUGHES
614	2L	VICTOR SARUMIAN
615	2L	VICTOR SARUMIAN
616	2L	VINCENT BARBARINO
617	2L	VINH TRAN
618	2L	WALTER ANDREW
619	2L	WALTER HELLER
620	2L	WALTER LEWIS
621	2L	WENDI EARL
622	2L	WENDY BENNETT
623	2L	WILLIAM D DIXON
624	2L	WILLIAM D DIXON
625	2L	WILLIAM E BOGGS
626	2L	WILLIAM J CAPITO
627	2L	WILLIAM J FEALLOCK
628	2L	WILLIAM LENHART
629	2L	WILLIAM M MCNALLY
630	2L	WILLIAM PATTON
631	2L	WOODROW ARRINGTON
632	2L	WOODY ARRINGTON
633	3L	XAVIER FEUNE DE COLOMBI
634	3L	YANA SERDYUK
635	2L	YANG CHEN
636	2L	YOLANDA L HARVELL
637	2L	ZACHARY OHLER
638	2L	ZACK G OHLER
639	2L	ZEMKA ISAKOVIC
640	2L	ZHIYONG AN