

IN THE DISTRICT COURT OF SHAWNEE COUNTY, KANSAS
Division 7

STATE OF KANSAS, *ex rel.*,)
DEREK SCHMIDT, Attorney General,)
)
Plaintiff,)
)
v.)
)
VOLKSWAGEN AG, AUDI AG,)
VOLKSWAGEN GROUP OF AMERICA,)
INC. (D/B/A VOLKSWAGEN OF)
AMERICA, INC., OR AUDI OF AMERICA,)
INC.), AUDI OF AMERICA, L.L.C., AND)
VOLKSWAGEN GROUP OF AMERICA)
CHATTANOOGA OPERATIONS LLC,)
DR. ING. H.C. F. PORSCHE AG AND)
PORSCHE CARS NORTH AMERICA, INC.,)
)
Defendants.)

2017-CV-330

FILED BY CLERK
KS. DISTRICT COURT
THIRD JUDICIAL DIST.
TOPEKA, KS
2011 MAY 19 A 8:29

(Pursuant to K.S.A. Chapter 60)

CONSENT JUDGMENT REGARDING
CERTAIN CONSUMER PROTECTION CLAIMS

WHEREAS, the State of Kansas, by Attorney General Derek Schmidt, filed this action in the Kansas District Court of Shawnee County alleging Defendants Volkswagen AG, Audi AG, Volkswagen Group of America, Inc. (d/b/a Volkswagen of America, Inc. or Audi of America, Inc.), Audi of America, L.L.C., and Volkswagen Group of America Chattanooga Operations LLC (collectively, "Volkswagen"), Dr. Ing. h.c. F. Porsche AG and Porsche Cars North America, Inc. (together, "Porsche") violated the Consumer Protection Act, K.S.A. 50-623, *et seq.* in connection with their marketing, advertising, distribution, sale and lease of certain 2.0-liter and 3.0-liter diesel passenger vehicles ("the Subject Vehicles"), identified in the chart in

paragraph 4(H), *infra.*, containing undisclosed software allegedly intended to circumvent federal or state emissions standards.

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

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

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

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

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

I. JURISDICTION AND VENUE

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

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

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

II. DEFINITIONS

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

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

(B) **“Defeat Device”** means “an auxiliary emission control device” (“AECD”) that reduces the effectiveness of the emission control system under conditions which may reasonably be expected to be encountered in normal

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

- (C) **“Escrow Account”** means the bank account established for purposes of making the escrow payment set forth in paragraph 6(A)(i) of the Settlement Agreement.
- (D) **“Escrow Agent”** means Citibank, N.A., as the mutually agreed escrow agent under paragraph 6(A)(i) of the Settlement Agreement.
- (E) **“Escrow Agreement”** means the agreement between the Volkswagen Group of America, Inc. and the Escrow Agent concerning the creation of the Escrow Account.

- (F) “MDL” means the multidistrict litigation styled as *In re: Volkswagen “Clean Diesel” Marketing, Sales Practices, and Products Liability Litigation*, No. 3:15-md-02672-CRB (N.D. Cal.) (MDL 2672).
- (G) “States” refers to the states and other jurisdictions represented by the authorized signatories to the Settlement Agreement.
- (H) “Subject Vehicles” means each and every light duty diesel vehicle equipped with a 2.0-liter or 3.0-liter TDI engine that Volkswagen and Porsche or their respective affiliates sold or offered for sale in, leased or offered for lease in, or introduced or delivered for introduction into commerce in the United States or its states or territories, or imported into the United States or its states or territories, and that is or was purported to have been covered by the following United States Environmental Protection Agency (“EPA”) Test Groups:

2.0-Liter Diesel Models

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

2015	FVGAV02.0VAL	VW Beetle, VW Beetle Convertible, VW Golf, VW Golf Sportwagen, VW Jetta, VW Passat, Audi A3
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3.0-Liter Diesel Models

Model Year (MY)	EPA Test Groups	Vehicle Make and Model(s)
2009	9ADXT03.03LD	VW Touareg, Audi Q7
2010	AADXT03.03LD	VW Touareg, Audi Q7
2011	BADXT03.02UG BADXT03.03UG	VW Touareg Audi Q7
2012	CADXT03.02UG CADXT03.03UG	VW Touareg Audi Q7
2013	DADXT03.02UG DADXT03.03UG DPRXT03.0CDD	VW Touareg Audi Q7 Porsche Cayenne Diesel
2014	EADXT03.02UG EADXT03.03UG EPRXT03.0CDD EADXJ03.04UG	VW Touareg Audi Q7 Porsche Cayenne Diesel Audi A6 Quattro, A7 Quattro, A8L, Q5
2015	FVGAT03.0NU2 FVGAT03.0NU3 FPRXT03.0CDD FVGAJ03.0NU4	VW Touareg Audi Q7 Porsche Cayenne Diesel Audi A6 Quattro, A7 Quattro, A8L, Q5
2016	GVGAT03.0NU2 GPRXT03.0CDD GVGAJ03.0NU4	VW Touareg Porsche Cayenne Diesel Audi A6 Quattro, A7 Quattro, A8L, Q5

- (I) “UDAP Laws” means claims or potential claims the State of Kansas asserted or could assert in its sovereign enforcement capacity or as *parens patriae* on behalf of its citizens under all potentially applicable consumer protection and unfair trade and deceptive acts and practices laws, including, without limitation, the Kansas Consumer Protection Act, K.S.A. 50-623, *et seq.*, as well as common law and equitable claims.

III. ADMISSIONS

5. Porsche neither admits nor denies any of the State of Kansas's allegations in the Petition.

6. With the exception of the following paragraph, Volkswagen neither admits nor denies any of the State of Kansas's allegations in the Petition.

7. Volkswagen admits: (A) that software in the 2.0-liter Subject Vehicles enables the vehicles' Electronic Control Modules ("ECMs") to detect when the vehicles are being driven on the road, rather than undergoing Federal Test Procedures; (B) that this software renders certain emission control systems in the vehicles inoperative when the ECM detects the vehicles are not undergoing Federal Test Procedures, resulting in emissions that exceed EPA-compliant and California Air Resources Board-compliant levels when the vehicles are driven on the road; and (C) that this software was not disclosed in the Certificate of Conformity and Executive Order applications for the 2.0-liter Subject Vehicles, and, as a result, the design specifications of the 2.0-liter Subject Vehicles, as manufactured, differ materially from the design specifications described in the Certificate of Conformity and Executive Order applications.

8. This Judgment shall not constitute an admission by Volkswagen or Porsche of liability of any kind, including, but not limited to, liability under the Kansas Consumer Protection Act or any other law, rule or regulation.

IV. RELIEF

9. **Monetary Relief**

(A) On August 10, 2016,¹ Volkswagen paid:

¹ Various settlement documents were filed in the MDL on June 28, 2016 and July 7, 2016, namely: the Plaintiffs' Steering Committee's proposed Consumer Class Action Settlement Agreement and Release ("Class Action Settlement"); the United States Department of Justice's, EPA's, and California Air Resources Board's proposed Partial Consent Decree ("DOJ Consent Decree"); the Federal Trade Commission's proposed Partial Stipulated Order for Permanent

- i. To the Escrow Agent, \$443,536,500.00, which is an amount equal to \$1,100 for each unique Subject Vehicle originally sold or leased in the States (including Kansas) prior to September 18, 2015² (“the Multistate UDAP Payment”) for disbursement among the States in accordance with the Escrow Agreement.
 - ii. \$20,000,000 to the National Association of Attorneys General (“NAAG”) to be held and disbursed by NAAG for use by the Attorneys General for consumer protection oversight, training and enforcement, including in the area of automobile-related fraud and deception, and for reimbursement of the costs and expenses incurred to date in the participating States’ investigation of Volkswagen and Porsche with respect to the Covered Conduct.
- (B) The portion of the Multistate UDAP Payment disbursed to Kansas shall be used in the sole discretion of the Kansas Attorney General for any use permitted by law. The Kansas Attorney General shall use these funds solely for enforcing and implementing the consumer protection or fraud and abuse laws of the State of Kansas that are within the jurisdiction of the Kansas Attorney General.

10. Injunctive Relief

Injunction and Monetary Judgment (“FTC Order”); and the California Attorney General’s Partial Consent Decree (“CA AG Consent Decree”).

² A table identifying the number of unique Subject Vehicles sold or leased in each State is attached to the Partial Settlement Agreement (Ex. A) as Attachment 1 and incorporated herein by reference.

- (A) Volkswagen, Porsche and their affiliates shall not engage in future unfair or deceptive acts or practices in connection with their dealings with consumers and state regulators, directly or indirectly, including:
- i. Advertising, marketing, offering for sale, selling, offering for lease, leasing, or distributing in Kansas any vehicle that contains a Defeat Device.
 - ii. Misrepresenting that a vehicle complies with any United States, State, or local emissions standard.
 - iii. Misrepresenting that a vehicle is environmentally friendly, eco-friendly, green or words of similar import.
 - iv. Misrepresenting that a vehicle has low emissions, lower emissions than other vehicles, or a specific level(s) of emissions.
 - v. With respect to environmental or engineering attributes, misrepresenting the degree to which a vehicle maintains its resale value, comparative resale value, or any specific resale value.
- (B) Volkswagen shall not engage in any additional unfair or deceptive acts or practices prohibited by the DOJ Consent Decree, the FTC Order or the CA AG Consent Decree, including materially:
- i. Failing to affirmatively disclose the existence of a Defeat Device in advertising or marketing concerning a vehicle, where such vehicle contains a Defeat Device.
 - ii. Providing to others the means and instrumentalities with which to make any representation prohibited by this Judgment.

- iii. Misrepresenting or assisting others in misrepresenting any other environmental attribute or the value of a product or service.
- iv. Making any false or misleading statement, or falsifying any test or data, in or in connection with an application or other submission to the Kansas Department of Health & Environment.

11. **Additional Undertakings**

- (A) The Volkswagen restitution program set forth in the Class Action Settlement, the DOJ Consent Decree, and the FTC Order shall be deemed part of this Judgment.
- (B) Consistent with the terms and definitions set forth therein, Volkswagen shall:
 - i. Implement the Buyback, Lease Termination, and Vehicle Modification Recall Program;
 - ii. Implement the Vehicle Recall and Emissions Modification Program;
 - iii. Comply with its \$2,000,000,000 ZEV Investment Commitments; and
 - iv. Pay \$2,700,000,000 to fund Eligible Mitigation Trust Actions.

12. **Reporting**

- (A) Volkswagen shall produce to the Kansas Attorney General: (i) any status reports to be provided by Volkswagen to the EPA, CARB and the California Attorney General (“CA AG”) under Paragraph 7.4 of Appendix A to the DOJ Consent Decree; and (ii) any consumer name and address

information to be provided by Volkswagen to the Notice Administrator under the Class Action Settlement. Volkswagen shall provide this information to the Attorney General contemporaneous with its provision to the EPA, CARB, the CA AG, and the Class Action Agreement Notice Administrator, as applicable. The Attorney General shall take all reasonable efforts to protect consumer data provided for any purpose related to this Judgment or the other agreements and orders referenced herein. All such reports and information shall be submitted to the State of Kansas's representative listed in Paragraph 14 (Notice) or such other person as the Attorney General may direct.

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

13. Release, Reservation of Rights and Effect of Settlement

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

- i. Except as provided in subparagraph (B)(iv) below, the State of Kansas releases Volkswagen, Porsche, their affiliates and any of Volkswagen's, Porsche's or their affiliates' former, present or future owners, shareholders, directors, officers, employees, attorneys, parent companies, subsidiaries, predecessors, successors, dealers, agents, assigns and representatives (collectively, the "Released Parties") from all non-injunctive civil claims that were brought or could be brought under UDAP Laws arising from or related to the Covered Conduct, including: (a) restitution or other monetary payments to consumers; and (b) penalties, fines, restitution or other monetary payments to Kansas.
- ii. Except as provided in subparagraph (B)(iv) below, the State of Kansas releases the Released Parties from all civil claims that were brought or could be brought under UDAP Laws for injunctive relief arising from or related to the Covered Conduct concerning the Subject Vehicles, upon the MDL Court's approval of the Class Action Settlement, the FTC Order, and the DOJ Consent Decree and subject to Volkswagen fulfilling its obligations thereunder.
- iii. The State of Kansas's release under this Judgment includes claims that the State of Kansas brought or could have brought under UDAP Laws: (a) in its sovereign enforcement capacity; and (b) as *parens patriae* on behalf of Kansas citizens.

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

- i. any claims arising under state tax laws;
- ii. any claims for the violation of securities laws;
- iii. any criminal liability;
- iv. any claims that were brought or could be brought by the State of Kansas under UDAP Laws for consumer injunctive relief or restitution or other monetary payments to consumers arising from or related to the Covered Conduct concerning the 3.0-liter Subject Vehicles;
- v. any civil claims unrelated to the Covered Conduct;
- vi. any claims arising under state environmental laws and regulations, including laws and regulations regarding mobile source emissions, inspection and maintenance of vehicles and/or anti-tampering provisions (“Environmental Claims”); and
- vii. any action to enforce this Judgment and subsequent, related orders or judgments.

(C) All claims raised in the Petition and Request for Permanent Injunction (“Petition”) that are released pursuant to (A), above, are resolved and fully

satisfied by the entry of this Judgment. Any claims asserted in the Petition that are reserved pursuant to (B), above, are dismissed without prejudice.

- (D) Nothing in this Judgment shall create or give rise to a private right of action of any kind.
- (E) Nothing in this Judgment releases any private rights of action asserted by entities or persons not releasing claims under this Judgment, nor does this Judgment limit any defense available to Volkswagen or Porsche in any such action.
- (F) This Judgment is made without trial or adjudication of any issue of fact or law or finding of liability of any kind.
- (G) The Parties agree that this Judgment does not enforce the laws of other countries, including the emissions laws or regulations of any jurisdiction outside the United States. Nothing in this Judgment is intended to apply to, or affect, Defendants' obligations under the laws or regulations of any jurisdiction outside the United States. At the same time, the laws and regulations of other countries shall not affect Defendants' obligations under this Judgment.

14. **Notice**

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

<p>For the State of Kansas:</p> <p>James Welch Lynette Bakker Office of the Kansas Attorney General Consumer Protection Division 120 S.W. 10th Avenue, 2nd Floor Topeka, KS 66612-1597</p>	<p>For Volkswagen:</p> <p><u>As to Volkswagen AG and Audi AG:</u></p> <p>Berliner Ring 2 38440 Wolfsburg, Germany Attention: Group General Counsel</p> <p><u>As to Volkswagen Group of America, Inc., Audi of America, L.L.C. and Volkswagen Group of America Chattanooga Operations, LLC:</u></p> <p>2200 Ferdinand Porsche Dr. Herndon, VA 20171 Attention: U.S. General Counsel</p> <p><u>As to one or more of the Volkswagen parties:</u></p> <p>David M.J. Rein William B. Monahan Sullivan & Cromwell LLP 125 Broad Street New York, New York 10004</p> <p>For Porsche:</p> <p><u>As to Dr. Ing. h.c. F. Porsche AG:</u></p> <p>Dr. Ing. h.c. F. Porsche Aktiengesellschaft Porscheplatz 1, D-70435 Stuttgart Attention: GR/ Rechtsabteilung/ General Counsel</p> <p><u>As to Porsche Cars North America, Inc.:</u> Porsche Cars North America, Inc. 1 Porsche Dr. Atlanta, GA 30354 Attention: Secretary With copy by email to offsecy@porsche.us</p> <p><u>As to one or more of the Porsche Parties:</u> Granta Y. Nakayama Joseph A. Eisert King & Spalding LLP 1700 Pennsylvania Ave., N.W., Suite 200</p>
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V. MISCELLANEOUS

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

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

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

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

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

20. This Judgment shall act as an injunction issued pursuant to K.S.A. 50-632, provided, however, that nothing in this Judgment shall constitute an admission that any Defendant has been engaged in or is engaged in an alleged violation of any provision of the Kansas Consumer Protection Act or has otherwise acted unlawfully. This provision does not modify the terms of the Settlement Agreement.

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

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

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

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

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

regulatory proceedings, including with respect to any legal or factual matter that is not admitted herein.

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

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

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

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

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

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

IT IS SO ORDERED.

THIS ORDER IS EFFECTIVE AS OF THE DATE AND TIME SHOWN ON THE ELECTRONIC FILE STAMP:

when filed with the Clerk of this Court.

STATE OF KANSAS, COUNTY OF SHAWNEE, S.S.

I hereby certify the above and foregoing to be a true and correct copy, the original of which is filed and entered of record in the court

Dated May 19, 2017
CLERK of the DISTRICT COURT

By [Signature]
DEPUTY



[Signature]
District Judge, DIV 7
May 18, 2017

Respectfully submitted,

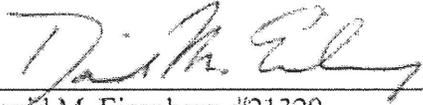
Handwritten signature of Derek Schmidt in black ink, written over a horizontal line.

DEREK SCHMIDT, #17781
KANSAS ATTORNEY GENERAL

Handwritten signature of Lynette R. Bakker in black ink, written over a horizontal line.

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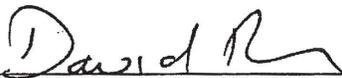
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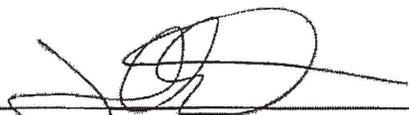
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and Porsche Cars North America, Inc.

PARTIAL SETTLEMENT AGREEMENT

- Parties.** The parties (“Parties”) to this Settlement Agreement (“Agreement”) are Volkswagen AG, Audi AG, Volkswagen Group of America, Inc. (d/b/a Volkswagen of America, Inc. or Audi of America, Inc.), Audi of America, L.L.C., and Volkswagen Group of America Chattanooga Operations LLC (collectively, “Volkswagen”), Dr. Ing. h.c. F. Porsche AG and Porsche Cars North America, Inc. (together, “Porsche”) and each of the states and other jurisdictions that is a signatory hereto (collectively, “the States”).¹ With the exception of California, any state or jurisdiction of the United States may accept the terms hereof and will be a Party to this Agreement if it signs below within 30 days of Volkswagen’s and Porsche’s execution of this Agreement.²
- Subject Vehicles.** As used herein, the term “Subject Vehicles” shall mean each and every light duty diesel vehicle equipped with a 2.0 liter or 3.0 liter TDI engine that Volkswagen and Porsche or their respective affiliates sold or offered for sale in, leased or offered for lease in, or introduced or delivered for introduction into commerce in the United States or its states or territories, or imported into the United States or its states or territories, and that is or was purported to have been covered by the following U.S. Environmental Protection Agency (“EPA”) Test Groups:

2.0 Liter Diesel Models

Model Year (MY)	EPA Test Group	Vehicle Make and Model(s)
2009	9VWXV02.035N 9VWXV02.0U5N	VW Jetta, VW Jetta Sportwagen-
2010	AVWXV02.0U5N	VW Golf, VW Jetta, VW Jetta Sportwagen, Audi A3
2011	BVWXV02.0U5N	VW Golf, VW Jetta, VW Jetta Sportwagen, Audi A3
2012	CVWXV02.0U5N	VW Golf, VW Jetta, VW Jetta Sportwagen, Audi A3

¹ For the avoidance of doubt, the term “States” refers to the states and other jurisdictions represented by the authorized signatories to this Agreement with statutory authority to execute this Agreement, including the release contained in paragraph 8 herein.

² The Parties anticipate that Volkswagen will execute this Agreement on or before June 28, 2016.

2013	DVWXV02.0U5N	VW Beetle, VW Beetle Convertible, VW Golf, VW Jetta, VW Jetta Sportwagen, Audi A3
2014	EVWXV02.0U5N	VW Beetle, VW Beetle Convertible, VW Golf, VW Jetta, VW Jetta Sportwagen
2012 2013 2014	CVWXV02.0U4S DVWXV02.0U4S EVWXV02.0U4S	VW Passat
2015	FVGAV02.0VAL	VW Beetle, VW Beetle Convertible, VW Golf, VW Golf Sportwagen, VW Jetta, VW Passat, Audi A3

3.0 Liter Diesel Models

Model Year (MY)	EPA Test Groups	Vehicle Make and Model(s)
2009	9ADXT03.03LD	VW Touareg, Audi Q7
2010	AADXT03.03LD	VW Touareg, Audi Q7
2011	BADXT03.02UG BADXT03.03UG	VW Touareg Audi Q7
2012	CADXT03.02UG CADXT03.03UG	VW Touareg Audi Q7
2013	DADXT03.02UG DADXT03.03UG DPRXT03.0CDD	VW Touareg Audi Q7 Porsche Cayenne Diesel
2014	EADXT03.02UG EADXT03.03UG EPRXT03.0CDD EADXJ03.04UG	VW Touareg Audi Q7 Porsche Cayenne Diesel Audi A6 Quattro, A7 Quattro, A8L, Q5
2015	FVGAT03.0NU2 FVGAT03.0NU3 FPRXT03.0CDD FVGAJ03.0NU4	VW Touareg Audi Q7 Porsche Cayenne Diesel Audi A6 Quattro, A7 Quattro, A8L, Q5
2016	GVGAT03.0NU2 GPRXT03.0CDD GVGAJ03.0NU4	VW Touareg Porsche Cayenne Diesel Audi A6 Quattro, A7 Quattro, A8L, Q5

3. Covered Conduct. As used herein, the term “Covered Conduct” shall mean any and all acts or omissions, including all communications, occurring up to and including the effective date of this Agreement, relating to: (a) the design,

installation, presence, or failure to disclose any Defeat Device³ in any Subject Vehicle; (b) the marketing or advertisement of any Subject Vehicle as green, clean, or environmentally friendly (or similar such terms), and/or compliant with state or federal emissions standards, including the marketing or advertisement of any Subject Vehicles without disclosing the design, installation or presence of a Defeat Device; and (c) the offering for sale, sale, or lease of the Subject Vehicles in the States. As expressly set forth in paragraph 8 herein, this Settlement Agreement effectuates only a partial resolution and release of claims arising from the Covered Conduct.

4. Binding Agreement. The Parties agree that this Agreement: (a) contains the essential terms resolving each State's claims or potential claims under all potentially applicable state consumer protection and unfair trade and deceptive acts and practices laws, as well as common law and equitable claims (collectively "UDAP Laws"⁴), including claims brought by the States

³ The term "Defeat Device" means "an auxiliary emission control device (AECD) that reduces the effectiveness of the emission control system under conditions which may reasonably be expected to be encountered in normal vehicle operation and use, unless: (1) Such conditions are substantially included in the Federal emission test procedure; (2) The need for the AECD is justified in terms of protecting the vehicle against damage or accident; (3) The AECD does not go beyond the requirements of engine starting; or (4) The AECD applies only for emergency vehicles[.]" 40 C.F.R. § 86.1803-01, or "any part or component intended for use with, or as part of, any motor vehicle or motor vehicle engine, where a principal effect of the part or component is to bypass, defeat, or render inoperative any device or element of design installed on or in a motor vehicle or motor vehicle engine in compliance with [the Emission Standards for Moving Sources section of the Clean Air Act], and where the person knows or should know that such part or component is being offered for sale or installed for such use or put to such use," 42 U.S.C. § 7552(a)(3)(B).

⁴ Without limitation, the UDAP Laws include: Ala. Code § 8-19-1, *et seq.*; Alaska Stat. § 45.50.471, *et seq.*; Ark. Code Ann. § 4-88-101, *et seq.*; Conn. Gen. Stat. § 42-110a, *et seq.*; Del. Code Ann. tit. 6 § 2511, *et seq.*; Del Code Ann. tit. § 2531, *et seq.*; D.C. Code §§ 28-3901, *et seq.*; Fla. Stat. § 501.201, *et seq.*; Ga. Code Ann. § 10-1-390, *et seq.*; Haw. Rev. Stat. § 480-1, *et seq.*; Idaho Code Ann. § 48-601 *et seq.*; 815 Ill. Comp. Stat. § 505/1, *et seq.*; Ind. Code § 24-5-0.5-1, *et seq.*; Iowa Code §§ 714.16-714.16A; Kan. Stat. Ann. § 50-623, *et seq.*; La. Rev. Stat. Ann. §

in their sovereign enforcement capacity or as *parens patriae* on behalf of state citizens, other than as reserved in paragraph 8 of this Agreement, against the Released Parties (as defined in paragraph 8) arising from or related to the Covered Conduct concerning the Subject Vehicles; and (b) is fully binding and enforceable notwithstanding any additional documents necessary or appropriate to implement the Agreement, except in States where judicial approval is necessary. A State where judicial approval is required to implement this Agreement will promptly provide Volkswagen and Porsche for review, comment and execution such additional court papers as may require execution by Volkswagen and/or Porsche. To the extent that any State that requires judicial approval does not secure judicial approval, the portion of the Multistate UDAP Payment paid by Volkswagen on account of that State shall be returned to Volkswagen.

5. Execution of Additional Documents, Decrees or Judgments. Volkswagen and Porsche agree to provide prompt cooperation to States seeking to further memorialize or implement this Agreement through execution of any additional documents and/or entry of consent decrees or orders incorporating the terms of this Agreement, including but not limited to injunctive relief, provided however, that (i) such additional documents, decrees or orders shall not materially modify the terms of this Agreement; and (ii) a State may defer

51:1401, *et seq.*; Me. Rev. Stat. tit. 5 §§ 205-A to 214; Md. Code Ann., Com. Law §§ 13-101 to -501; Mass. Gen. Laws ch. 93A, § 2; Mich. Comp. Laws § 445.901, *et seq.*; Minn. Stat. § 325F.67; Miss. Code Ann. § 75-24-1, *et seq.*; Mo. Rev. Stat. § 407.010, *et seq.*; Mont. Code Ann. § 30-14-101, *et seq.*; Neb. Rev. Stat. § 59-1601, *et seq.*; Nev. Rev. Stat. §§ 598.0915, 598.0923, 598.0925; N.H. Rev. Stat. Ann. § 358-A, *et seq.*; N.Y. Gen. Bus. Law §§ 349, 350; N.C. Gen. Stat. § 75-1, *et seq.*; N.D. Cent. Code § 51-15-01, *et seq.*; Ohio Rev. Code Ann. § 1345, *et seq.*; Ohio Rev. Code Ann. § 3704, *et seq.*; Or. Rev. Stat. § 646.605, *et seq.*; 73 Pa. Cons. Stat. § 201-1, *et seq.*; P.R. Laws Ann. tit. 26, § 2701, *et seq.*; R.I. Gen. Laws § 6-13.1-1, *et seq.*; S.C. Code Ann. § 39-5-10, *et seq.*; S.D. Codified Laws § 37-24-6; Tenn. Code Ann. §§ 47-18-101 to -5542; Utah Code Ann. § 13-11a-1, *et seq.*; Vt. Stat. Ann. tit. 9, § 2451, *et seq.*; Va. Code Ann. § 59.1-196, *et seq.*; V.I. Code Ann. tit. 12A, § 183; Wash. Rev. Code § 19.86; Wis. Stat. § 100.20; Wyo. Stat. Ann. § 40-12-101, *et seq.*

execution of such documents until any applicable Environmental Claims⁵ are resolved, provided further that such deferral shall not delay the State providing the Released Parties with the relief set forth in this Agreement, including the releases set forth in paragraph 8.

6. Relief.

(A) Within 15 days from the date on which the MDL⁶ Court grants Preliminary Approval of the proposed Class Action Settlement regarding 2.0 liter diesel vehicles,⁷ Volkswagen shall pay:

- i. To a mutually agreed escrow agent, an amount equal to \$1,100 for each Subject Vehicle originally sold or leased in the States prior to September 18, 2015⁸ (for avoidance of doubt, Volkswagen shall pay no more than one \$1,100 amount for any unique Subject Vehicle) to resolve all potentially applicable claims under the UDAP Laws (the “Multistate UDAP Payment”), to be disbursed and allocated among the States as they, in their

⁵The term “Environmental Claims” shall have the meaning set forth in paragraph 8(B)(vi) below.

⁶ The term “MDL” shall refer to the multidistrict litigation styled as *In re: Volkswagen “Clean Diesel” Marketing, Sales Practices, and Products Liability Litigation*, No. 3:15-md-02672-CRB (N.D. Cal.) (MDL 2672).

⁷ The Parties anticipate that various settlement documents will be filed in the MDL proceeding on June 28, 2016, namely: the Plaintiffs’ Steering Committee’s proposed Consumer Class Action Settlement Agreement and Release (“Class Action Settlement”); the United States Department of Justice’s, EPA’s, California Air Resources Board’s proposed Partial Consent Decree (“DOJ Consent Decree”); the Federal Trade Commission’s proposed Partial Stipulated Order for Permanent Injunction and Monetary Judgment (“FTC Order”); and the California Attorney General’s (“CA AG’s) Partial Consent Decree (“CA AG Consent Decree”).

⁸ A table identifying the number of Subject Vehicles sold or leased in each State is attached as Attachment 1.

sole discretion, determine.⁹ The Multistate UDAP Payment will be treated, as follows:

1. By the States identified on Attachment 2, as monetary payments characterized in each State's sole discretion. Volkswagen and Porsche understand and agree that a State's characterization of this monetary payment in documents, pleadings and/or consent decrees or orders contemplated in paragraph 5(i) herein shall not constitute a material modification of this Agreement; and
2. by the States identified in Attachment 3, as a monetary payment in settlement of disputed claims to be used as attorneys' fees and other costs of investigation and litigation, or to be placed in, or applied to, consumer protection enforcement funds, including future consumer protection enforcement, consumer education, litigation or local consumer aid fund or revolving fund, used to defray the costs of the inquiry leading hereto, or for any lawful purpose, in each State's sole discretion. The payment described in this sub-paragraph is not a fine, penalty, or payment in lieu thereof.
 - ii. \$20,000,000 to the National Association of Attorneys General ("NAAG") to be held and disbursed by NAAG for use by Attorneys General for consumer protection oversight, training and enforcement, including in the area of automobile-related fraud and deception, and for reimbursement of the costs and expenses incurred to date in the States' investigation of Volkswagen and Porsche with respect to the Covered Conduct.

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

⁹ The Agreement takes no position with regard to the tax consequences of the Agreement with regard to federal, state, local and foreign taxes.

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

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

7. Admissions. Volkswagen admits: (a) that software in the 2.0 Liter Subject Vehicles enables the vehicles' ECMs to detect when the vehicles are being driven on the road, rather than undergoing Federal Test Procedures; (b) that this software renders certain emission control systems in the vehicles inoperative when the ECM detects the vehicles are not undergoing Federal Test Procedures, resulting in emissions that exceed EPA-compliant and CARB-compliant levels when the vehicles are driven on the road; and (c) that this software was not disclosed in the Certificate of Conformity and Executive Order applications for the 2.0 Liter Subject Vehicles, and, as a result, the design specifications of the 2.0 Liter Subject Vehicles, as manufactured, differ materially from the design specifications described in the Certificate of Conformity and Executive Order applications.

8. Effect of Settlement/Reservation of Rights.

(A) Subject to paragraphs (B) and (C) below, in consideration of the monetary relief described in paragraph 6(A), the non-monetary relief described in paragraphs 6(B) and 6(C), the admissions in paragraph 7, and the undertakings to which Volkswagen has agreed in the Class Action Settlement, the DOJ Consent Decree and the FTC Order, and

upon Volkswagen's payment of the amount contemplated in paragraph 6(A), above:

- i. Each State releases Volkswagen, Porsche, their affiliates and any of Volkswagen's, Porsche's or their affiliates' former, present or future owners, shareholders, directors, officers, employees, attorneys, parent companies, subsidiaries, predecessors, successors, dealers, agents, assigns and representatives (collectively, the "Released Parties") from all non-injunctive civil claims that were brought or could be brought under UDAP Laws arising from or related to the Covered Conduct, including (i) restitution or other monetary payments to consumers; and (ii) penalties, fines, restitution or other monetary payments to the States.
- ii. Each State releases the Released Parties from all civil claims that were brought or could be brought under UDAP Laws for injunctive relief arising from or related to the Covered Conduct concerning the Subject Vehicles, upon the MDL Court's approval of the Class Action Settlement, the FTC Order, and the DOJ Consent Decree and subject to Volkswagen fulfilling its obligations thereunder.
- iii. Each State's release under this Agreement includes claims that the State brought or could have brought under UDAP Laws: (a) in the States' sovereign enforcement capacity; and (b) as *parens patriae* on behalf of State citizens.

(B) The States reserve, and this Agreement is without prejudice to, all claims, rights and remedies against Volkswagen, Porsche and their affiliates, and Volkswagen, Porsche and their affiliates reserve, and this Agreement is without prejudice to, all defenses, with respect to all matters not expressly released in paragraph 8(A) herein, including, without limitation:

- i. any claims arising under state tax laws;
- ii. any claims for the violation of securities laws;
- iii. any criminal liability;

- iv. any claims that were brought or could be brought by the States under UDAP Laws for consumer injunctive relief or restitution or other monetary payments to consumers arising from or related to the Covered Conduct concerning the 3.0-liter Subject Vehicles;
- v. any civil claims unrelated to the Covered Conduct;
- vi. any claims arising under state environmental laws and regulations, including laws and regulations regarding mobile source emissions, inspection and maintenance of vehicles and/or anti-tampering provisions (“Environmental Claims”); and
- vii. any action to enforce this Agreement and subsequent, related orders or judgments.

(C) This Agreement constitutes a resolution of the States’ enforcement actions under the UDAP Laws and nothing in this Agreement shall create or give rise to a private right of action of any kind.

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

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

(F) The Parties agree that this Agreement does not enforce the laws of other countries, including the emissions laws or regulations of any jurisdiction outside the United States. Nothing in this Agreement is intended to apply to, or affect, Volkswagen’s or Porsche’s obligations under the laws or regulations of any jurisdiction outside the United States. At the same time, the laws and regulations of other countries shall not affect Volkswagen’s or Porsche’s obligations under this Agreement.

9. Restitution and Reporting.

(A) The Volkswagen restitution program set forth in the Class Action Settlement Agreement to be filed on June 28, 2016 with the MDL Court, the DOJ Consent Decree, and the FTC Order shall be deemed part of this Agreement.

(B) Volkswagen shall produce to each State (i) any status reports to be provided by Volkswagen to the EPA, the California Air Resources Board (“CARB”) and the CA AG under Paragraph 7.4 of the Appendix A to the DOJ Consent Decree; and (ii) any consumer name and address information to be provided by Volkswagen to the Notice Administrator under the Class Action Agreement. Volkswagen shall provide this information to the States contemporaneous with its provision to the EPA, CARB, the CA AG, and the Class Action Agreement Notice Administrator. The States shall take all reasonable efforts to protect data consumers provide for any purpose related to this Agreement or the other settlement agreements referenced herein.

(C) Volkswagen shall promptly respond to States’ reasonable inquiries about the status and calculation of consumers’ claims and reimbursement from citizens of their respective State and shall provide the States with contact information for a Volkswagen representative for purposes of such inquiries.

10. Authority of Signatories to Bind the Parties. Each of the persons who signs his/her name below affirms that he/she has the authority to execute this Agreement on behalf of the Party whose name appears next to his/her signature and that this Agreement is a binding obligation enforceable against said Party under applicable state law. Where the signatory is a member of an Attorney General’s office, he/she represents that he/she has the authority to execute this Agreement on behalf of his/her respective State and that this Agreement is a binding obligation enforceable against that State under applicable State law.

11. Additional Provisions.

(A) This Agreement supersedes any prior agreements or understandings, whether oral or written, concerning the settlement embodied herein. The Parties acknowledge that there are no documents, representations, inducements, agreements, understandings or promises that constitute any part of this Agreement or the settlement it represents other than those expressly contained in this Agreement.

(B) If any portion of this Agreement is held invalid by operation of law, the remaining terms of this Agreement shall not be affected and shall remain in full force and effect.

(C) This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Agreement. Signatures by facsimile or other electronic imaging shall be deemed to constitute original signatures.

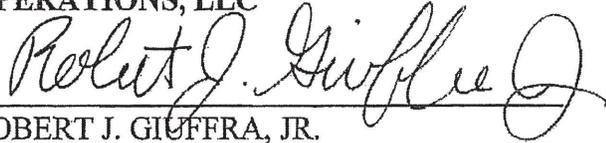
(D) The Parties agree to enter into this Agreement for the purpose of avoiding prolonged and costly litigation, and in furtherance of the public interest. Each of the Parties warrants and represents that the terms of this Agreement were negotiated in good faith.

(E) The terms of this Agreement may be modified only by a subsequent written agreement signed by all the Parties.

(F) Nothing in this Agreement shall be deemed to create any right in a non-party to enforce any aspect of this Agreement or claim any legal or equitable injury for a violation of this Agreement. The exclusive right to enforce any violation or breach of this Agreement shall be with the Parties to this Agreement.

Dated: June 27, 2016

**COUNSEL FOR VOLKSWAGEN AG,
AUDI AG, VOLKSWAGEN GROUP OF
AMERICA, INC. (d/b/a VOLKSWAGEN
OF AMERICA, INC. or AUDI OF
AMERICA, INC.), AUDI OF AMERICA,
L.L.C., and VOLKSWAGEN GROUP OF
AMERICA CHATTANOOGA
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Dated: June 27, 2016

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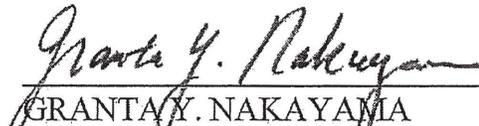
Dated: June 27, 2016

**COUNSEL FOR VOLKSWAGEN AG,
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OF AMERICA, INC. or AUDI OF
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Dated: June 27, 2016

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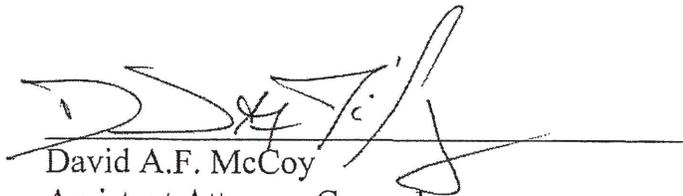
6/29/16
Date


Noel S. Barnes
Assistant Attorney General
Office of the Alabama Attorney General

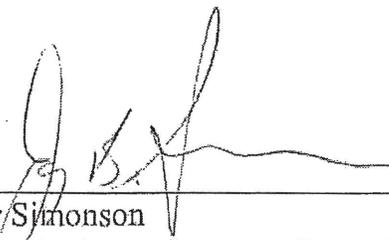
June 27, 2016
Date

Davyn Williams
Davyn Williams
Assistant Attorney General
Office of the Alaska Attorney General

6/28/2016
Date


David A.F. McCoy
Assistant Attorney General
Office of the Arkansas Attorney General

June 28, 2016
Date



Jay Simonson
First Assistant Attorney General
Office of the Colorado Attorney General

Date

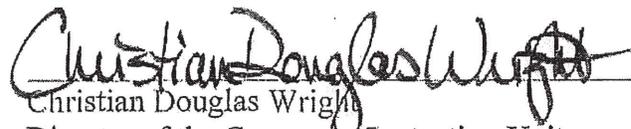
6/27/2016

Brendan Flynn

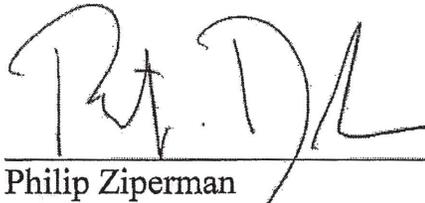
Assistant Attorney General

Office of the Connecticut Attorney General

06/28/16
Date

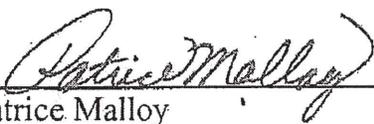

Christian Douglas Wright
Director of the Consumer Protection Unit
Office of the Delaware Attorney General

6/28/16
Date



Philip Ziperman
Office of Consumer Protection
**Office of the Attorney General for the
District of Columbia**

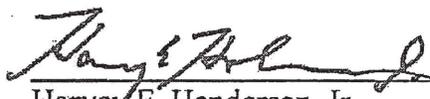
June 27, 2016
Date


Patrice Malloy
Multi-State and Privacy Bureau
Office of the Florida Attorney General

6/28/2016
Date

Lauren Villnow
Lauren Villnow
Assistant Attorney General
Office of the Georgia Attorney General

6/27/16
Date


Harvey E. Henderson, Jr.
Supervising Deputy Attorney General
Office of the Attorney General, State of
Hawaii

Date

Lisa P. Tong
Staff Attorney
State of Hawaii Office of Consumer
Protection

Date

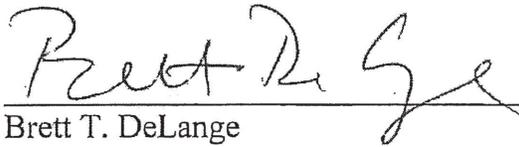
Harvey E. Henderson, Jr.
Supervising Deputy Attorney General
**Office of the Attorney General, State of
Hawaii**

6/27/16
Date

Lisa P. Tong
Lisa P. Tong
Staff Attorney
**State of Hawaii Office of Consumer
Protection**

6/27/16

Date



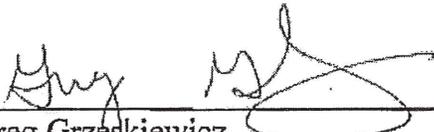
Brett T. DeLange

Division Chief

Consumer Protection Division

Office of the Idaho Attorney General

6/28/16
Date



Greg Grzeskiewicz
Assistant Attorney General
Assistant Bureau Chief
Consumer Fraud Bureau
Office of the Illinois Attorney General



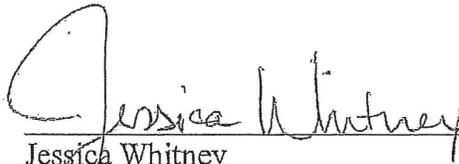
Cassandra Halm
Assistant Attorney General
Consumer Fraud Bureau
Office of the Illinois Attorney General

6/28/16
Date

Matt Light
Matt J. Light
Chief Deputy
Office of the Indiana Attorney General

6-27-16

Date

A handwritten signature in black ink that reads "Jessica Whitney". The signature is written in a cursive style and is positioned above a horizontal line.

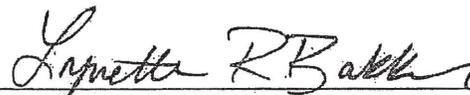
Jessica Whitney

Division Director

Consumer Protection Division

Office of the Iowa Attorney General

June 28, 2016
Date

A handwritten signature in cursive script, reading "Lynette R Bakker". The signature is written in black ink and is positioned above a horizontal line.

James J. Welch
Deputy Attorney General
Lynette R. Bakker
Assistant Attorney General
Consumer Protection & Antitrust Division
Office of the Kansas Attorney General

6/29/16
Date

Stacie Lambert deBlieux
Stacie Lambert deBlieux
Assistant Attorney General
Louisiana Department of Justice

June 29, 2016
Date

A handwritten signature in cursive script, reading "Linda Conti", written over a horizontal line.

Linda Conti
Assistant Attorney General
Office of the Maine Attorney General
111 Sewall Street
Cross Office Building, 6th Floor
Augusta, Maine 04330
207-626-8591

6/27/16
Date


Patrick Henry McCormally
Assistant Attorney General
Consumer Protection Division
Office of the Maryland Attorney General

6/27/16
Date


Gillian Feiner
Chief, False Claims Division
**Office of the Massachusetts Attorney
General**

6/28/2016
Date

Kathy Fitzgerald
Kathy Fitzgerald
Assistant Attorney General
Consumer Protection Division
Michigan Department of Attorney General

6/28/16
Date

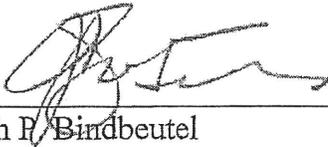
Katherine Kelly
Katherine T. Kelly
Assistant Attorney General
Charities and Civil Law Division

Jason Pleggenkuhle
Assistant Attorney General
Manager, Charities and Civil Law Division
**Office of the Attorney General of the State
of Minnesota**

06/28/2016
Date

Bridgette W. Wiggins
Bridgette W. Wiggins
Special Assistant Attorney General
Office of the Mississippi Attorney General

June 27, 2016
Date



Joseph R. Bindbeutel
Chief Counsel
Consumer Protection Division
Office of the Missouri Attorney General

6/28/16
Date

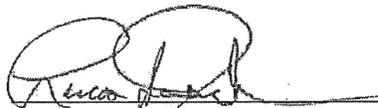
Chuck Munson
Chuck Munson
Assistant Attorney General
Office of the Montana Attorney General

STATE OF NEBRASKA, ex rel.
DOUGLAS J. PETERSON,
Attorney General, No. 18146

6.28.16
Date

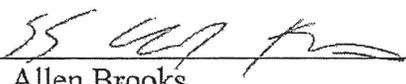
Abigail M. Stempson
Abigail M. Stempson, No. 23329
Ann K. Post, No. 24957
Assistant Attorneys General
Office of the Nebraska Attorney General

June 27, 2016
Date



Lucas J. Tucker
Senior Deputy Attorney General
Bureau of Consumer Protection
Office of the Nevada Attorney General

6/28/16
Date


K. Allen Brooks
Senior Assistant Attorney General
Chief, Environmental Protection Bureau
**New Hampshire Office of the Attorney
General**

6/28/16
Date

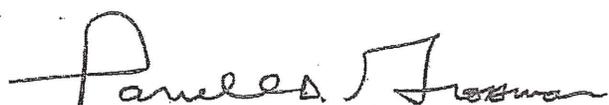


David E. Nachman
Senior Enforcement Counsel
Executive Division
Office of the New York Attorney General

6/28/16
Date

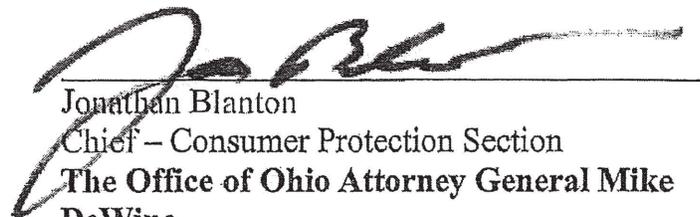
Torrey D. Dixon
Torrey D. Dixon
Teresa L. Townsend
Assistant Attorneys General
Consumer Protection Division
North Carolina Department of Justice

6/27/16
Date



Parrell D. Grossman
Assistant Attorney General
Director
Consumer Protection & Antitrust Division
Office of the North Dakota Attorney General

June 28, 2016
Date


Jonathan Blanton
Chief – Consumer Protection Section
The Office of Ohio Attorney General Mike
DeWine

June 27, 2016
Date



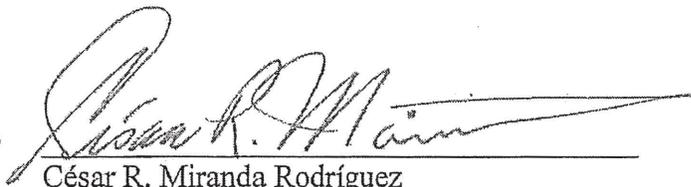
Ellen F. Rosenblum
Attorney General
Oregon Department of Justice

6/28/16
Date

Nicole DiTomo

Nicole R. DiTomo, Deputy Attorney General
Bureau of Consumer Protection
Bruce L. Castor, Jr., Solicitor General
Bruce R. Beemer, First Deputy Attorney
General
James A. Donahue, III, Executive Deputy
Attorney General
Basil L. Merenda, Chief Deputy Attorney
General
Pennsylvania Office of Attorney General

JUNE, 27, 2016
Date

A handwritten signature in black ink, appearing to read "César R. Miranda Rodríguez", written over a horizontal line.

César R. Miranda Rodríguez
Attorney General for the Commonwealth of
Puerto Rico
Department of Justice of Puerto Rico

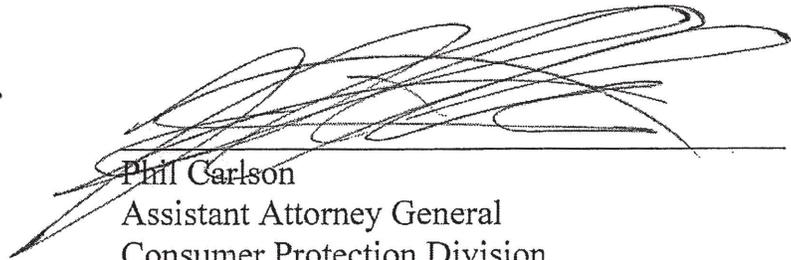
6-28-16
Date

Rebecca Tedford Partington
Rebecca Tedford Partington
Chief, Civil Division
**Department of Rhode Island Attorney
General**

6/28/16
Date

Mary Frances Jowers
Mary Frances Jowers
Assistant Deputy Attorney General
**Office of the South Carolina Attorney
General**

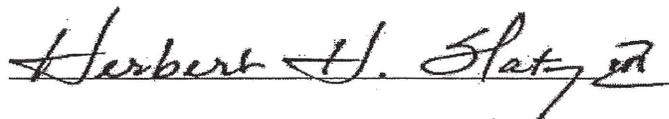
6/29/16
Date



Phil Carlson

Assistant Attorney General
Consumer Protection Division
**Office of the South Dakota Attorney
General**

June 27, 2016

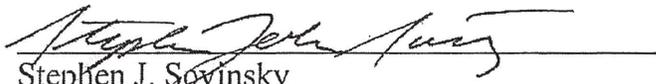
A handwritten signature in black ink, reading "Herbert H. Slatery III". The signature is written in a cursive style with a horizontal line underneath the text.

Herbert H. Slatery III
Attorney General and Reporter
State of Tennessee

6-18-16
Date

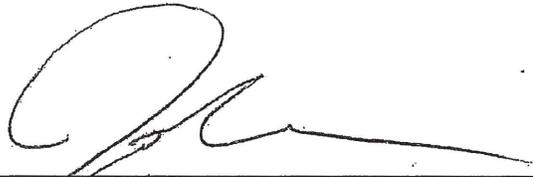

Spencer E. Austin
Chief Criminal Deputy
Office of the Utah Attorney General

June 28, 2016
Date


Stephen J. Sovinsky
Assistant Attorney General
Office of the Virginia Attorney General

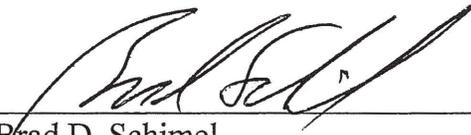
6/27/16

Date



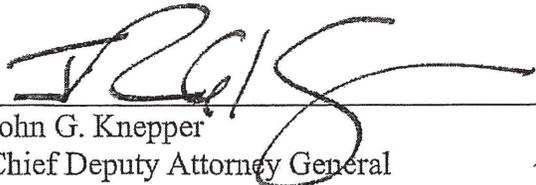
John A. Nelson
Assistant Attorney General
**Office of the Washington State Attorney
General**

6/28/2016
Date



Brad D. Schimel
Wisconsin Attorney General
Wisconsin Department of Justice

6/27/16
Date


John G. Knepper
Chief Deputy Attorney General
Office of the Wyoming Attorney General