

CLASS SETTLEMENT AGREEMENT

This Class Settlement Agreement (the “Settlement Agreement” or the “Agreement”) is made and entered into as of this 24th day of April, 2024, by and between Plaintiff Amanda Washburn (“Plaintiff”), individually and as representative of the Settlement Class defined below, and Porsche Cars North America, Inc. (“PCNA” or “Defendant”) (collectively, the “Parties”).

RECITALS

WHEREAS, on September 1, 2022, Plaintiff filed a Class Action Complaint against PCNA claiming that certain vehicles were manufactured with defective sunroof draining systems and that the defect resulted in leakage and water ingress into the vehicles’ interiors. Plaintiff’s causes of action sound in common law fraud, negligent misrepresentation, unjust enrichment, breach of express and implied warranty, and violation of the Washington Consumer Protection Act;

WHEREAS, PCNA moved to dismiss the Class Action Complaint in its entirety on November 10, 2022;

WHEREAS, the District Court granted PCNA’s motion on September 12, 2023 and directed Plaintiff to file an amended complaint;

WHEREAS, on September 26, 2023, Plaintiff filed a First Amended Complaint;

WHEREAS, on March 11, 2024, Plaintiff filed a Second Amended Complaint;

WHEREAS, PCNA denies Plaintiff’s allegations and claims in the Second Amended Complaint with respect to both liability and damages, and maintains, *inter alia*, that the subject sunroofs are not defective, that no applicable warranties (express or implied) have been breached,

that no common law duties or applicable statutes, laws, rules or regulations have been violated, and that the subject vehicles were properly designed, tested, manufactured, distributed, marketed, advertised, warranted and sold;

WHEREAS, the Parties, after investigation and careful analysis of their respective claims and defenses, and with full understanding of the potential risks, benefits, expense and uncertainty of continued litigation, desire to compromise and settle all issues and claims that were asserted or could have been asserted in this action by or on behalf of Plaintiff and members of the Settlement Class;

WHEREAS, the Parties agree that neither this Settlement Agreement and exhibits, the underlying Settlement itself, nor its negotiations, documents or any filings relating thereto, shall constitute, be evidence of, or be construed as, (i) any admission of liability, damages, or wrongdoing on the part of Defendant or any Released Party and/or (ii) the existence or validity of any fact, allegation and/or claim that was or could have been asserted in this action, all of which are expressly denied by Defendant.

WHEREAS, this Settlement Agreement is the result of vigorous and extensive arm's length negotiations of highly disputed claims, with adequate knowledge of the facts, issues and the strengths or weaknesses of the Parties' respective positions; and

WHEREAS, the Settlement is fair, reasonable, and adequate, and it is in the best interests of the Settlement Class;

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth below, the Parties hereby agree as follows:

I. DEFINITIONS

A. “Action” or “Lawsuit”

“Action” or “Lawsuit” means the litigation captioned *Amanda Washburn v. Porsche Cars North America, Inc.*, Civil Action No. 2:22-cv-01233-TL, pending in the United States District Court for the Western District of Washington.

B. “Agreement,” “Settlement,” or “Settlement Agreement”

“Agreement,” “Settlement,” or “Settlement Agreement” means this Class Settlement Agreement including all terms, provisions and conditions embodied herein and all attached Exhibits (which are an integral part of, and incorporated by reference in, this Settlement Agreement).

C. “Claim Administrator” or “Settlement Administrator”

The “Claim Administrator” or “Settlement Administrator” means the Angeion Group.

D. “Claim” or “Claim for Reimbursement”

“Claim” or “Claim for Reimbursement” means the timely and proper submission of the required fully completed, signed and dated Claim Form, together with all required Proof of Repair Expense documents (as defined in Section I.S. of this Agreement), in which a Settlement Class Member seeks to claim reimbursement for a percentage of certain past paid and unreimbursed out-of-pocket expenses for a Covered Repair of a Settlement Class Vehicle prior to the Notice Date, pursuant to the terms, conditions and limitations set forth in Section II.B. of this Settlement Agreement.

E. “Claim Form”

“Claim Form” means the form that must be fully completed, signed, dated and timely submitted to the Claim Administrator, which includes all required Proof of Repair Expense documentation, in order to make a Claim for Reimbursement under the terms of this Settlement Agreement. The Claim Form will be substantially in the form attached hereto as Exhibit 1.

F. “Claim Period”

“Claim Period” means the period of time within which a Claim for Reimbursement under this Settlement must be mailed (postmarked) to the Claim Administrator. The Claim Period begins on the Notice Date and expires ninety (90) days later.

G. “Class Counsel” or “Plaintiff’s Counsel”

“Class Counsel” or “Plaintiff’s Counsel” means the law firm of Tousley Brain Stephens PLLC (Kim Stephens, Jason Dennett, and Rebecca Solomon).

H. “Class Notice Plan” or “Notice Plan”

“Class Notice Plan” or “Notice Plan” means the plan for disseminating notice of the Settlement to the Settlement Class as set forth in Section IV of this Settlement Agreement and includes any further notice provisions that may be agreed upon by the Parties.

I. “Court”

“Court” means the United States District Court for the Western District of Washington, located at 700 Stewart Street, Suite 13229, Seattle, WA 98101-9906.

J. “Covered Repair”

“Covered Repair” means repair or replacement (parts and labor) of (a) the Sunroof of a Class Vehicle to address a condition diagnosed by an authorized Porsche dealer (or, if attested to in an affidavit as provided in Section II.B.2. below, a repair or service center that is not an authorized Porsche dealer) of leakage or liquid ingress into the vehicle’s interior from the Sunroof while it was in the fully closed position with the Sunroof glass not broken, cracked or otherwise damaged, and, if applicable, (b) to address a condition diagnosed by an authorized Porsche dealer (or, if attested to in an affidavit as provided in Section II.B.2. below, a repair or service center that is not an authorized Porsche dealer) of liquid damage to a Class Vehicle’s interior seats, carpets/floor mats, interior ceiling, and/or failure of electrical components, directly caused by a diagnosed condition of leakage or liquid ingress into the vehicle’s interior from said vehicle’s Sunroof while it was in the fully closed position with the Sunroof glass not broken, cracked or otherwise damaged.

A Covered Repair under the Warranty Extension (as defined in Section II.A.) must be performed by an authorized Porsche dealer. A Covered Repair shall not include a repair or replacement of the Sunroof to address leakage or liquid ingress conditions resulting from abuse, misuse, alteration or modification, a collision or crash, vandalism and/or other impact, failure to properly or fully close the Sunroof, broken, cracked or damaged Sunroof glass or other components, improper maintenance, and/or an outside source or factor including a prior repair performed by a repair or service center that is not an authorized Porsche dealer.

K. “Defense Counsel”

“Defense Counsel” or “Defendant’s Counsel” means the law firms of DLA Piper LLP (US) (Anthony Todaro, Matthew Goldberg, and Timothy Pfenninger) and Lee, Hong, Degerman, Kang & Waimey PC (Anika Brunson).

L. “Effective Date”

“Effective Date” means the third business day after: (1) the Court enters a Final Order and Judgment approving the Settlement Agreement, substantially in the form agreed upon by counsel for the Parties; and (2) all appellate rights with respect to said Final Order and Judgment, other than those related solely to any award of attorneys’ fees, costs or service/incentive payments, have expired or been completely exhausted in such a manner as to affirm the Final Order and Judgment.

M. “Fee and Expense Application”

“Fee and Expense Application” means Class Counsel’s application for an award of reasonable attorneys’ fees, costs, and expenses (“Class Counsel Fees and Expenses”), and for Class Representative service awards.

N. “Final Fairness Hearing” or “Final Approval Hearing”

“Final Fairness Hearing” or “Final Approval Hearing” means the hearing at or after which the Court will determine whether to grant final approval of the Settlement as fair, reasonable, and adequate under Fed. R. Civ. P. 23(e).

O. “Final Order and Judgment”

“Final Order and Judgment” means the Final Order and Judgment granting final approval of this Settlement Agreement and dismissing the Action with prejudice, the form of which will be agreed by the Parties and submitted to the Court prior to the Final Fairness Hearing.

P. “In-Service Date”

“In-Service Date” means the date on which a Settlement Class Vehicle was first delivered to either the original purchaser or the original lessee; or if the vehicle was first placed in service as a “demonstrator,” “service loaner” or “company” car, on the date such vehicle was first placed in service.

Q. “Long Form Notice”

“Long Form Notice” refers to the notice made available to the Settlement Class on the Settlement website as detailed below, substantially in the same form as Exhibit 2.

R. “Notice Date”

“Notice Date” means the Court-ordered date by which the Claim Administrator shall mail the Short Form Notice (as defined below) to the Settlement Class. The Notice Date shall be a date that is up to one-hundred-twenty (120) days after the Court enters a Preliminary Approval Order, substantially in the form attached hereto as Exhibit 3.

S. “Proof of Repair Expense”

“Proof of Repair Expense” means all of the following: (1) an original or legible copy of a repair invoice or record for a Covered Repair as defined in Section I.J, containing claimant’s name,

the make, model and vehicle identification number (“VIN”) of the Settlement Class Vehicle, the name and address of the authorized Porsche dealer or other repair or service center that is not an authorized Porsche dealer that performed the Covered Repair, the date of the Covered Repair, the Settlement Class Vehicle’s mileage at the time of the Covered Repair, a description of the repair work performed including the parts repaired/replaced and a breakdown of parts and labor costs, and the amount charged (parts and labor) for the Covered Repair; (2) records, receipts and/or invoices demonstrating that the Settlement Class Member paid for the Covered Repair; and (3) proof of the Settlement Class Member’s ownership or lease of the Settlement Class Vehicle at the time of the Covered Repair. If the Covered Repair for which reimbursement is sought includes repair of damage to the vehicle’s interior seats, carpets/floor mats, interior ceiling, and failure of electrical components (as defined in Section I.J. of this Agreement), then the Settlement Class Member must submit documentation showing that the damage claimed was directly caused by leakage and water ingress from the Sunroof while it was in the fully closed position and not cracked, broken or otherwise damaged.

T. “Released Claims” or “Settled Claims”

“Released Claims” or “Settled Claims” means any and all claims, causes of action, demands, debts, suits, liabilities, obligations, damages, entitlements, losses, actions, rights of action, costs, expenses, and remedies of any kind, nature and description, whether known or unknown, asserted or unasserted, foreseen or unforeseen, and regardless of any legal or equitable theory, existing now or arising in the future, by Plaintiff and any and all Settlement Class Members (including their successors, heirs, assigns and representatives) which, in any way, allege, arise from, or relate to any actual, potential, or claimed leakage, liquid ingress, or liquid intrusion into any Settlement Class Vehicle from its Sunroof, any consequences, damage or loss relating thereto,

and any technical service bulletins, advance technical information, tech tips, recalls, service actions, and other campaigns and notices addressing or relating to same, including but not limited to all matters that were asserted or could have been asserted in the Action, and all claims, causes of action, demands, debts, suits, liabilities, obligations, damages, entitlements, losses, actions, rights of action and remedies of any kind, nature and description relating to any actual, potential, or claimed leakage, liquid ingress, or liquid intrusion into any Settlement Class Vehicle from its Sunroof, arising under any state, federal or local statute, law, rule and/or regulation including any consumer protection, consumer fraud, unfair or deceptive business or trade practices, false or misleading advertising, and/or other sales, marketing, advertising and/or consumer statutes, laws, rules and/or regulations, under any common law cause of action or theory, and under any legal or equitable causes of action or theories whatsoever, and on any basis whatsoever including tort, contract, products liability, express warranty, implied warranty, negligence, fraud, misrepresentation, concealment, false or misleading advertising or marketing, consumer protection, express or implied covenants, restitution, quasi-contract, unjust enrichment, injunctive relief of any kind and nature, any state Lemon Laws, secret warranty, and/or any other theory of liability and/or recovery whatsoever, whether in law or in equity, and for any and all injuries, losses, damages, remedies (legal or equitable), costs, recoveries or entitlements of any kind, nature and description, under statutory and/or common law, and including, but not limited to, compensatory damages, economic losses or damages, exemplary damages, punitive damages, statutory damages, statutory penalties or rights, restitution, unjust enrichment, injunctive relief, costs, expenses and/or counsel fees, and any other legal or equitable relief or theory of relief. This Settlement Agreement expressly exempts claims for personal injuries and property damage (other than damage to the Settlement Class Vehicle or components installed in that Vehicle).

U. “Released Parties”

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

V. “Settlement Class” or “Settlement Class Members”

“Settlement Class” or “Settlement Class Members” means: “All persons and entities who purchased or leased a Settlement Class Vehicle, as defined in Section I.X. of this Agreement, in the United States.”

Excluded from the Settlement Class are: (a) all Judges who have presided over the Action and their spouses; (b) all current employees, officers, directors, agents and representatives of Defendant, and their family members; (c) any affiliate, parent or subsidiary of Defendant and any entity in which Defendant has a controlling interest; (d) anyone acting as a used car dealer; (e) anyone who purchased a Settlement Class Vehicle for the purpose of commercial resale; (f) anyone who purchased a Settlement Class Vehicle with salvaged title and/or any insurance company that acquired a Settlement Class Vehicle as a result of a total loss; (g) any insurer of a Settlement Class Vehicle; (h) issuers of extended vehicle warranties and service contracts; (i) any Settlement Class Member who, prior to the date of this Agreement, settled with and released Defendant or any

Released Parties from any Released Claims; and (j) any Settlement Class Member who files a timely and proper Request for Exclusion from the Settlement Class.

W. “Settlement Class Representative”

“Settlement Class Representative” means Amanda Washburn.

X. “Settlement Class Vehicles” or “Class Vehicles”

“Settlement Class Vehicles” or “Class Vehicles” means 2015-2023 model year Cayenne and Macan vehicles, and 2014-2023 model year Panamera vehicles, equipped with a Sunroof, which were imported by PCNA for sale or lease by authorized Porsche dealers in the United States.

Y. “Short Form Notice”

“Short Form Notice” refers to the notice to be sent to the Settlement Class as detailed below, substantially in the same form as Exhibit 4.

Z. “Sunroof”

“Sunroof” means the entire sunroof and sunroof assembly of a Settlement Class Vehicle including the sunroof itself, its assembly, its affixation, sealing and drainage related component parts, and all other component parts of the overall sunroof and sunroof system.

II. SETTLEMENT CONSIDERATION

In consideration for the full and complete release of all Released Claims against the Defendant and all Released Parties, and the dismissal of the Action with prejudice, Defendant PCNA agrees to provide the following consideration to the Settlement Class:

A. Warranty Extension for Current Owners and Lessees of Class Vehicles

Effective on the Effective Date, PCNA will extend its New Car Limited Warranties (“NCLWs”) applicable to the Settlement Class Vehicles, to cover a percentage of the cost of a Covered Repair (parts and labor), by an authorized Porsche dealer, during a period of up to six (6) years or eighty thousand (80,000) miles (whichever occurs first) from the vehicle’s In-Service Date (hereinafter, the “Warranty Extension”). The percentage of coverage for the cost a Covered Repair under the Warranty Extension shall be pursuant to the coverage percentages set forth in Table I below. The Warranty Extension repair will include the Sunroof and all parts and labor necessary to effectuate such repair.

Table I: The following are the applicable coverage percentages for the cost of a Covered Repair under the Warranty Extension and/or a Claim of Reimbursement. These percentages are based upon the age and mileage of the vehicle at the time of said repair or replacement:

Time from In-Service Date	Up to 36,000 Miles	36,001 to 50,000 Miles	50,001-72,000 Miles	72,001-80,000 Miles
3 Years or Less	100%	100%	70%	60%
3-4 Years	100%	100%	65%	55%
4-5 Years	80%	70%	60%	50%
5-6 Years	75%	65%	55%	45%

Consistent with Section 2-317 of the Uniform Commercial Code, requiring all warranties to be read consistently and cumulatively, the Warranty Extension is subject to the same terms, conditions and limitations set forth in the Settlement Class Vehicle's original NCLW, except for its extension of the time/mileage duration of the original NCLW pertaining to what is covered under the Warranty Extension.

The Warranty Extension does not apply if the need for the Covered Repair resulted from abuse, misuse, alteration or modification, a collision or crash, vandalism and/or other impact, failure to properly or fully close the Sunroof, broken, cracked or damaged Sunroof glass or other components, improper maintenance, and/or an outside source or factor including a prior repair performed by a non-dealer.

The Warranty Extension is fully transferable to subsequent owners to the extent that its time or mileage limitation has not expired.

The Warranty Extension is not meant to limit coverage for Class Vehicles with a Porsche Certified Pre-Owned Warranty ("CPO Warranty"). If a Class Vehicle has a Porsche CPO Warranty, and that warranty coverage exceeds the coverage matrix above, the CPO Warranty coverage controls.

B. Reimbursement of Certain Out-of-Pocket Expenses Paid for a Covered Repair Prior to the Notice Date

1. If a Class Member incurred an out-of-pocket expense for a Covered Repair prior to the Notice Date, the Class Member may submit one (1) Claim for Reimbursement related to one (1) Covered Repair. For Covered Repairs on vehicles that were less than 6 years old with less than 80,000 miles at the time of the Covered Repair, PCNA will provide a reimbursement at

the rate identified in Table I above using the age and milage of the vehicle at the time of the Covered Repair. For Covered Repairs on vehicles that were older than 6 years or that had more than 80,000 miles at the time of the Covered Repair, PCNA will provide a 35% reimbursement.

2. In order to qualify for reimbursement, each Class Member will be required to submit sufficient documentation showing Proof of Repair Expense incurred prior to the Notice Date of the Settlement and a related affidavit, if required. The documentation required to show Proof of Repair Expense includes the documentation required by Section I.S. of this Agreement. In addition, a notarized affidavit, signed under penalty of perjury, will be required in two circumstances.

First, if the out-of-pocket expense was incurred by a Class Member during the vehicle's NCLW period due to work that was performed by a service entity or facility that is not an authorized Porsche dealer, no reimbursement will be provided unless the Class Member provides a notarized affidavit, signed under penalty of perjury, stating facts necessary to confirm that an authorized Porsche dealer first refused a repair under the NCLW.

Second, if the out-of-pocket expense was incurred by a Class Member after expiration of the NCLW period, no reimbursement will be provided unless the Class Member provides a notarized affidavit, signed under penalty of perjury, confirming that he/she (i) did not possess any warranty covering the repair of the Class Vehicle; (ii) made a request for coverage under a warranty covering the Class Vehicle, but was denied such coverage for the repair; or (iii) received a partial reimbursement for the repair of the Class Vehicle. If partial coverage was provided

by an entity other than PCNA, the affidavit should also set forth the amount of coverage provided, the entity providing coverage, and the amount outstanding and unreimbursed.

For the avoidance of doubt, no affidavit will be required for reimbursement requests related to an out-of-pocket expense incurred due to work performed by an authorized Porsche dealer during the NCLW period.

3. Any reimbursement shall be reduced by goodwill, other amount, or concession paid by an authorized Porsche dealer, any other entity (including insurers and providers of extended warranties or service contracts), or any other source, including PCNA. This means that if the Class Member received a free Covered Repair or was otherwise reimbursed the full amount for the Covered Repair, they will not be entitled to any reimbursement from PCNA.

4. PCNA shall not warrant any repair/replacement work performed by an individual or entity that is not an authorized Porsche dealer.

5. A past payment to repair or replace the Sunroof of a Class Vehicle to address a condition of leakage or liquid ingress into the vehicle's interior from the Sunroof shall not be eligible for, and shall be excluded from, reimbursement under this Agreement if the repair or replacement resulted from abuse, misuse, alteration or modification, a collision or crash, vandalism and/or other impact, failure to properly or fully close the Sunroof, broken, cracked or damaged Sunroof glass or other components, improper maintenance, and/or an outside source or factor including a prior repair by a nondealer.

6. Requirements for a Valid and Timely Claim for Reimbursement:

a. In order to submit a valid and timely Claim for Reimbursement pursuant to Section II.B. of this Agreement, the Settlement Class Member must mail to the Settlement Claim Administrator, post-marked within the Claim Period (no later than 90-days after the Notice Date), a fully completed, signed and dated Claim Form, together with the required Proof of Repair Expense and any other proof set forth in Section II.B.

b. If the claimant is not a person to whom the Claim Form was addressed, and/or the vehicle with respect to which a Claim is made is not the vehicle identified by VIN number on the mailed Claim Form, the Claim must contain proof that the claimant is a Settlement Class Member and that the vehicle that is the subject of the Claim is a Settlement Class Vehicle.

c. The Claim Form and supporting documentation must demonstrate the Settlement Class Member's right to reimbursement, for the amount requested, under the terms and conditions of this Settlement Agreement.

C. Annual Sunroof Drain Cleaning Program for Settlement Class Vehicles

After the Effective Date, Settlement Class Members are entitled to present a Settlement Class Vehicle to a Porsche authorized dealer in the United States once per calendar year for a free sunroof drain cleaning. This benefit will be made available to Settlement Class Members for a period of 9-years or 90,000-miles from the Settlement Class Vehicle's In-Service Date, whichever occurs first.

III. CLAIMS ADMINISTRATION

A. Costs of Administration and Notice

As between the Parties, Defendant shall be responsible for the reasonable fees of the Claim Administrator for class notice and settlement claim administration. The Parties retain the right to audit and review the Claims handling by the Claim Administrator, and the Claim Administrator shall report to both Parties jointly regarding Claims handling as necessary.

B. Claim Administration

1. Only timely Claims that are complete and which satisfy the Settlement criteria for reimbursement can be approved for payment. For each approved reimbursement claim, the Claim Administrator, on behalf of Defendant, shall mail to the Settlement Class Member, at the address listed on the Claim Form, a reimbursement check to be sent within one- hundred (100) days of the date the Claim is approved, or within one-hundred (100) days of the Effective Date, whichever is later. The reimbursement checks shall remain valid for 180 days. The Settlement Class Member may make one (1) request for reissuance of an expired un-negotiated check from the Claims Administrator within 225 days of its original issuance.

2. The Claim Administrator's denial of any Claim in whole or in part shall be binding and non-appealable, except that Class Counsel and Defense Counsel may confer and attempt to resolve in good faith any disputed denial by the Claim Administrator.

3. If the Claims Administrator initially determines that the Claim Form is incomplete, deficient or otherwise not fully completed, signed and/or dated, and/or that supporting documentation is missing, deficient, or otherwise incomplete, then the Claim Administrator will

send the Settlement Class Member a letter or notice by regular mail advising of the deficiency(ies) in the Claim Form and/or the documentation. The Settlement Class Member will then have thirty (30) days after the date of said letter/notice to mail a response to the Claim Administrator, curing all said deficiencies and supplying all missing information and documentation, or the claim will be denied.

4. If the Claim is denied in whole or in part, either for untimeliness, not meeting the Settlement criteria for reimbursement, or for failure to timely cure any deficiencies or missing or incomplete information/documentation, the Claim Administrator will so notify the Settlement Class Member by sending a letter or notice of the denial by regular mail. Any Settlement Class Member whose claim is denied shall have fifteen (15) days from the date of the Claim Administrator's letter/notice of denial to request an "attorney review" of the denial, after which time Class Counsel and Defense Counsel shall meet and confer and determine whether said denial, based upon the Claim Form and documentation previously submitted, was correct under the terms of the Settlement, whether the denial should be modified if it is not correct, and/or whether any disputed issues can amicably be resolved. The Claim Administrator will thereafter advise the Settlement Class Member of the attorney review determination, which shall be binding and not appealable.

IV. NOTICE

A. To Attorneys General: In compliance with the Attorney General notification provision of the Class Action Fairness Act, 28 U.S.C. § 1715, the Claim Administrator shall provide notice of this proposed Settlement to the Attorney General of the United States, and the

Attorneys General of each state in which a known Settlement Class Member resides. The Claim Administrator shall also provide contemporaneous notice to the Parties.

B. To Settlement Class: The Claim Administrator shall be responsible for the following Settlement Class Notice Plan:

1. On an agreed upon date with the Claim Administrator, but in no event more than one-hundred-twenty (120) days after entry of the Preliminary Approval Order, the Claim Administrator shall cause a Short Form Notice, substantially in the form attached hereto as Exhibit 4 to be mailed, by U.S. first class mail, to the current or last known addresses of all reasonably identifiable Settlement Class Members. Defendant may format the Short Form Notice in such a way as to minimize the cost of the mailing, so long as Settlement Class Members can reasonably read it and Class Counsel approves all changes and formatting. The Claim Administrator shall be responsible for dissemination of the Short Form Notice.

2. For purposes of identifying Settlement Class Members, the Claim Administrator shall obtain from Polk/IHS Markit or an equivalent company (such as Experian) the names and current or last known addresses of Settlement Class Vehicle owners and lessees that can reasonably be obtained, based upon the VINs of Settlement Class Vehicles to be provided by Defendant.

3. Prior to mailing the Short Form Notice, the Claim Administrator shall conduct an address search through the United States Postal Service's National Change of Address database to update the address information for Settlement Class Vehicle owners and lessees. For each individual Short Form Notice that is returned as undeliverable, the Claim Administrator shall remail all Short Form Notices where a forwarding address has been provided. For the remaining

undeliverable Short Form Notices where no forwarding address is provided, the Claim Administrator shall perform an advanced address search (e.g., a skip trace) and re-mail any undeliverable Short Form Notices to the extent any new and current addresses are located.

4. The Claim Administrator shall diligently, and/or as reasonably requested by Class Counsel or Defense Counsel, report to Class Counsel and Defense Counsel the number of individual Short Form Notices originally mailed to Settlement Class Members, the number of individual Short Form Notices initially returned as undeliverable, the number of additional individual Short Form Notices mailed after receipt of a forwarding address, and the number of those additional individual Short Form Notices returned as undeliverable.

5. The Claim Administrator shall implement a Settlement website that contains the following information:

- (i) instructions on how to submit a Claim for Reimbursement by mail;
- (ii) instructions on how to contact the Claim Administrator, Class Counsel and Defense Counsel for assistance;
- (iii) a copy of the Claim Form, Long Form Notice and this Settlement Agreement, the Preliminary Approval Order, the motion for Final Approval, the Class Counsel Fee and Expenses Application, and other pertinent orders and documents to be agreed upon by counsel for the Parties; and
- (iv) the deadlines for any objections, requests for exclusion and mailing of claims, the date, time and location of the final fairness hearing, and any other relevant information agreed upon by counsel for the Parties.

6. The Claim Administrator shall be prepared, in coordination with Defendant, to respond to questions regarding the status of submitted Claims, how to submit a Claim, and other aspects of this Settlement. The Settlement Administrator shall maintain a dedicated toll-free telephone number for Class Members to call. The telephone numbers shall be listed on the Long Form Notice, Claim Form, and the dedicated Settlement website.

7. No later than ten (10) days after the Notice Date, the Claim Administrator shall provide an affidavit to Class Counsel and Defense Counsel, attesting that the Class Notice was disseminated in a manner consistent with the terms of the Class Notice Plan of this Agreement or those required by the Court and agreed by counsel.

8. Notification to authorized Porsche dealers: Prior to the Effective Date, Defendant will advise authorized Porsche dealers in the United States of the Settlement's Extended Warranty and Annual Sunroof Cleaning Program, so that the Extended Warranty and Annual Sunroof Cleaning Program may be implemented in accordance with the terms and conditions of this Settlement Agreement. Defense Counsel will confirm with Class Counsel that Defendant has notified authorized dealers of the Settlement's Extended Warranty and Annual Sunroof Cleaning Program.

V. RESPONSE TO NOTICE

A. Objection to Settlement

Any Settlement Class Member who intends to object to the fairness of this Settlement Agreement and/or to Class Counsel's Fee and Expense Application must, by the date specified in the Preliminary Approval Order, which date shall be approximately sixty (60) days after the Notice

Date, either (i) file any such objection and all supporting papers and submissions with the Court either in person at the Clerk's Office of the United States District Court, Western District of Washington located at 700 Stewart Street, Suite 13229, Seattle, WA 98101-9906, or (ii) file such objection and all supporting papers and submissions via the Court's electronic filing system, or (iii) if not filed in person or via the Court's electronic system, then, within the said 60-day deadline, mail the objection and all supporting papers and submissions to the Court at the United States Courthouse for the Western District of Washington, 700 Stewart Street, Suite 13229, Seattle, WA 98101-9906 and also serve by U.S. first-class mail copies of the objection and all supporting papers and submissions upon each of the following: Jason T. Dennett, Tousley Brain Stephens PLLC, 1200 Fifth Avenue, Suite 1700, Seattle, WA 98101-3147, on behalf of Plaintiff, and Matthew A. Goldberg, DLA Piper LLP (US), 1650 Market Street, Suite 5000, Philadelphia, PA 19103-7300, on behalf of Defendant.

1. Any objecting Settlement Class Member must include with his or her objection:

(a) the objecting Settlement Class Member's full name, address, and telephone number,

(b) the model, model year and Vehicle Identification Number of the Settlement Class Vehicle, along with proof that the objecting Settlement Class Member has owned or leased the Settlement Class Vehicle (i.e., a true copy of a vehicle title, registration, or license receipt);

(c) a written statement of all grounds for the objection accompanied by any legal support for such objection;

(d) copies of any papers, briefs, or other documents upon which the objection is based and/or which are pertinent to the objection;

(e) the name and address of the lawyer(s), if any, who is/are representing the objecting Settlement Class Member in making the objection;

(f) a statement of whether the objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, and the identity(ies) of any counsel who will appear on behalf of the objecting Settlement Class Member at the Final Approval Hearing; and

(g) a list of all other objections submitted by the objecting Settlement Class Member, or the objecting Settlement Class Member's counsel, to any class action settlements in any court in the United States in the previous five (5) years, including the full case name(s), jurisdiction(s) of filing, and docket number(s). If the objecting Settlement Class Member or his/her/its counsel has not objected to any other class action settlement in the United States in the previous five years, then he/she/it shall affirmatively so state in the objection.

2. Any Settlement Class Member who has not timely and properly filed an objection in accordance with the deadlines and requirements set forth herein shall be deemed to have waived and relinquished his/her/its right to object to any aspect of the Settlement, or any adjudication or review of the Settlement, by appeal or otherwise.

3. Subject to the approval of the Court, any timely and properly objecting Settlement Class Member may appear, in person or by counsel, at the Final Fairness Hearing to explain the bases for the objection to final approval of the proposed Settlement and/or to any

motion for Class Counsel Fees and Expenses or Class Representative Service Awards. In order to appear at the Final Fairness Hearing, the objecting Settlement Class Member must, no later than the objection deadline, file with the Clerk of the Court, and serve upon all counsel designated in the Class Notice, a Notice of Intention to Appear at the Final Fairness Hearing. The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence and identity of any witnesses that the objecting Settlement Class Member (or the objecting Settlement Class Member's counsel) intends to present to the Court in connection with the Final Fairness Hearing. Any Settlement Class Member who does not provide a Notice of Intention to Appear in accordance with the deadline and other specifications set forth in the Class Notice, or who has not filed an objection that complies in full with the deadline and other requirements set forth in the Settlement Agreement and Class Notice, shall be deemed to have waived and relinquished any right to appear, in person or by counsel, at the Final Fairness Hearing.

B. Request for Exclusion from the Settlement

1. Any Settlement Class Member who wishes to be excluded from the Settlement Class must timely mail a request for exclusion ("Request for Exclusion") to the Claim Administrator and to Class Counsel and Defense Counsel by following the procedure set forth in the Long Form Notice, by the deadline set forth below and specified in the Preliminary Approval Order. To be effective, the Request for Exclusion must be timely mailed to the specified addresses below and:

(a) include the Settlement Class Member's full name, address and telephone number;

(b) identify the model, model year and VIN of the Settlement Class Vehicle;
and

(c) specifically and unambiguously state his/her/its desire to be excluded from the Settlement Class.

2. Any request for exclusion must be postmarked on or before the deadline set by the Court, which date shall be approximately sixty (60) days after the Notice Date, and mailed to each of the following by U.S. first-class mail: the Claims Administrator, at the address specified on the Class Notice, Jason T. Dennett, Tousley Brain Stephens PLLC, 1200 Fifth Avenue, Suite 1700, Seattle, WA 98101-3147, and Matthew A. Goldberg, DLA Piper LLP (US), 1650 Market Street, Suite 5000, Philadelphia, PA 19103-7300. Any Settlement Class Member who fails to submit a timely and complete Request for Exclusion mailed to the proper addresses shall be subject to and bound by this Settlement Agreement, including the release provision contained herein, and every order or judgment entered relating to this Settlement Agreement.

3. Class Counsel and Defense Counsel will review the purported Requests for Exclusion and determine whether they meet the requirements of a valid and timely Request for Exclusion. Any communications from Settlement Class Members (whether styled as an exclusion request, an objection, or a comment) as to which it is not readily apparent whether the Settlement Class Member meant to exclude himself/herself/itself from the Settlement Class will be evaluated jointly by counsel for the Parties, who will make a good faith evaluation, if possible. If, after a good faith evaluation, counsel for the Parties disagree about whether a Settlement Class Member is requesting exclusion from the Settlement Class, the communication will be submitted to the Court for resolution. The Claim Administrator will maintain a database of all Requests for

Exclusion, and it will send written communications memorializing those Requests for Exclusion to Class Counsel and Defendant's counsel. The Claim Administrator shall report the names of all such persons and entities requesting exclusion, and the VINs of the Settlement Class Vehicles owned or leased by the persons and entities requesting exclusion, to the Court, Class Counsel and Defense Counsel at least eighteen (18) days prior to the Final Fairness Hearing, and the list of persons and entities deemed by the Court to have timely and properly excluded themselves from the Settlement Class will be attached as an exhibit to the Final Order and Judgment.

VI. WITHDRAWAL FROM SETTLEMENT

A. Plaintiff or Defendant shall have the option to withdraw from this Settlement Agreement, and to render it null and void, if any of the following occurs:

1. Any objection to the proposed Settlement is sustained and such objection results in changes to this Agreement that the withdrawing party deems in good faith to be material (e.g., because it increases the costs of the Settlement, alters the Settlement, or deprives the withdrawing party of a material benefit of the Settlement; a mere delay of the approval and/or implementation of the Settlement including a delay due to an appeal procedure, if any, shall not be deemed material); or

2. The preliminary or final approval of this Settlement Agreement is not obtained without modification, and any modification required by the Court for approval is not agreed to by both parties, and the withdrawing party deems any required modification in good faith to be material (e.g., because it increases the cost of the Settlement, alters the Settlement, or deprives the withdrawing party of a benefit of the Settlement; a mere delay of the approval and/or implementation of the Settlement including a delay due to an appeal procedure, if any, shall not be deemed material); or

3. Entry of the Final Order and Judgment described in this Agreement is vacated by the Court or reversed or substantially modified by an appellate court, except that a reversal or modification of an order awarding reasonable attorneys' fees and expenses, if any, shall not be a basis for withdrawal; or

4. If more than five-percent (5%) of the persons and entities who received a Class Notice from the Claim Administrator exclude themselves from the Settlement Class, the Defendant (and not Plaintiff) shall have the option to withdraw from this Settlement Agreement, and to render it null and void.

5. To withdraw from this Settlement Agreement under this paragraph, the withdrawing Party must provide written notice to the other Party's counsel and to the Court within ten (10) business days of receipt of any order or notice of the Court modifying, adding or altering any of the material terms or conditions of this Agreement. In the event either Party withdraws from the Settlement, this Settlement Agreement shall be null and void, shall have no further force and effect with respect to any party in the Action, and shall not be offered in evidence or used in the Action or any other litigation or proceeding for any purpose, including the existence, certification or maintenance of any purported class. In the event of such withdrawal, this Settlement Agreement and all negotiations, proceedings, documents prepared and statements made in connection herewith shall be inadmissible as evidence and without prejudice to the Defendant and Plaintiff, and shall not be deemed or construed to be an admission or confession by any party of any fact, claim, matter or proposition of law, and shall not be used in any manner for any purpose, and all parties to the Action shall stand in the same position as if this Settlement Agreement had not been negotiated, made or filed with the Court. Upon withdrawal, either party may elect to move the Court to vacate any and all orders entered pursuant to the provisions of this Settlement Agreement.

6. A change in law, or change of interpretation of present law, that affects this Settlement shall not be grounds for withdrawal from the Settlement.

VII. ADMINISTRATIVE OBLIGATIONS

A. In connection with the administration of the Settlement, the Claim Administrator shall maintain a record of all contacts from Settlement Class Members regarding the Settlement, any Claims submitted pursuant to the Settlement and any responses thereto. The Claim Administrator, on a monthly basis, shall provide to Class Counsel and Defense Counsel summary information concerning the number of Claims made, number of Claims approved, the number of Claims denied, the number of Claims determined to be deficient, and total dollar amount of payouts on Claims made, such that Class Counsel and Defense Counsel may inspect and monitor the claims process.

B. Except as otherwise stated in this Agreement, all reasonable expenses incurred in administering this Settlement Agreement, including, without limitation, the cost of the Class Notice, and the cost of the Claim Administrator's distributing and administering the benefits of the Settlement Agreement based upon properly approved Claims, shall be paid by Defendant.

VIII. SETTLEMENT APPROVAL PROCESS

A. Preliminary Approval of Settlement

Promptly after the execution of this Settlement Agreement, Class Counsel shall present this Settlement Agreement to the Court, along with a motion requesting that the Court issue a Preliminary Approval Order substantially in the form attached as Exhibit 3.

B. Final Approval of Settlement

1. If this Settlement Agreement is preliminarily approved by the Court, and pursuant to a schedule set forth in the Preliminary Approval Order or otherwise agreed by the Parties, Class Counsel shall present a motion requesting that the Court grant final approval of the Settlement and issue a Final Order and Judgment directing the entry of judgment pursuant to Fed. R. Civ. P. 54(b) substantially in a form to be agreed by the Parties.

2. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. Such best efforts shall include taking all reasonable steps to secure entry of a Final Order and Judgment, as well as supporting the Settlement and the terms of this Settlement Agreement through any appeal.

C. Plaintiff's Application for Class Counsel Reasonable Fees and Expenses and Class Representative Service Awards

1. After the Parties reached an agreement on the material terms of this Settlement, the Parties negotiated Class Counsel Fees and Expenses as well as a Class Representative service award. As a result of these arm's length negotiations, the Parties agree that Class Counsel may apply to the Court on a lodestar multiplier basis ("Fee and Expense Application") for a combined award of reasonable attorneys' fees, costs and expenses (hereinafter, collectively, "Class Counsel Fees and Expenses") in an amount up to, but not exceeding, the total combined sum of Three Hundred and Fifty Thousand Dollars (\$350,000). Class Counsel may

apply for Class Counsel Fees and Expenses and a Class Representative service award, up to that total combined sum, on or before twenty-one (21) days prior to the deadline in the Preliminary Approval Order for objections and/or requests for exclusion, or as otherwise directed by the Court. Defendant will not oppose a request for Class Counsel Fees and Expenses that does not exceed said total combined sum of up to Three Hundred and Fifty Thousand Dollars (\$350,000), and Class Counsel shall not seek or be awarded, nor shall Class Counsel accept, any amount of Class Counsel Fees and Expenses exceeding said total combined sum. Defendant will not oppose Plaintiffs' request, made as part of the Fee and Expense Application, that Defendant pay a service award of up to \$10,000 to Ms. Washburn.

2. The award of reasonable Class Counsel Fees and Expenses and the Class Representative service award, to the extent consistent with this Agreement, shall be paid by Defendant as directed by the Court by wire transfer to Class Counsel within thirty (30) days after the Effective Date and shall not reduce or in any way affect any benefits available to the Settlement Class. Said payment of the Class Counsel Fees and Expenses and Settlement Class Representative service award shall fully satisfy and discharge all obligations of Defendant and the Released Parties with respect to payment of the Class Counsel Fees and Expenses, any attorneys' fees and expenses in connection with the Action, Released Claims, and Settlement Class Representative service award, and Class Counsel shall thereafter have sole responsibility to distribute the appropriate portions of said payment to the Settlement Class Representative.

3. The procedure for, and the grant, denial, allowance or disallowance by the Court of the Class Counsel Fees and Expenses and Settlement Class Representative service award are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the Settlement's benefits to Settlement Class Members. Any order or proceedings

relating solely to the Class Counsel Fees and Expenses and Settlement Class Representative service award, or any appeal from any order related thereto or reversal or modification thereof, will not operate to terminate or cancel this Settlement Agreement, or affect or delay the Effective Date of the Settlement if it is granted final approval by the Court. Payment of Class Counsel Fees and Expenses and the Settlement Class Representative's service award will not reduce the benefits to which Settlement Class Members may be eligible under the Settlement terms, and the Settlement Class Members will not be required to pay any portion of the Class Counsel Fees and Expenses and Settlement Class Representative service award.

D. Release of Plaintiff's and Settlement Class Members' Claims

1. Upon the Effective Date, the Plaintiff and each Settlement Class Member shall be deemed to have, and by operation of the Final Order and Judgment shall have, fully, completely and forever released, acquitted and discharged the Defendant and all Released Parties from all Released Claims.

2. Upon the Effective Date, with respect to the Released Claims, the Plaintiff and all Settlement Class Members expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights, and benefits of Section 1542 of the California Civil Code, which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." The foregoing waiver also includes without limitation an express waiver, to the fullest extent permitted by law, of any and all rights under any law of any state or territory of the United States, including the District of Columbia, and any federal law or

principle of common law or equity, or of international foreign law, that is comparable to Section 1542 of the California Civil Code.

3. Upon the Effective Date, the Action will be deemed dismissed with prejudice.

IX. MISCELLANEOUS PROVISIONS

A. Effect of Exhibits

The exhibits to this Agreement are an integral part of the Settlement and are expressly incorporated and made a part of this Agreement.

B. No Admission of Liability

Neither the fact of, nor any provision contained in this Agreement, nor any action taken hereunder, shall constitute, or be construed as, any admission of the validity of any claim, allegation or fact alleged in the Action or of any wrongdoing, fault, violation of law or liability of any kind and nature on the part of Defendant and the Released Parties, or any admission by Defendant and any Released Parties of any claim or allegation made in any action or proceeding against them. The Parties understand and agree that neither this Agreement, any documents prepared and/or filed in connection therewith, nor the negotiations that preceded it, shall be offered or be admissible in evidence against Defendant, the Released Parties, the Plaintiff or the Settlement Class Members, or cited or referred to in the Action or any action or proceeding, except in an action or proceeding brought to enforce the terms of this Agreement. Nor shall this Settlement Agreement or any action taken pursuant to it constitute or be construed as an admission by Defendant or any of the Released Parties that any requirement for class certification is satisfied in the Action or in any other litigation.

C. Entire Agreement

This Agreement represents the entire agreement and understanding among the Parties and supersedes all prior proposals, negotiations, agreements and understandings relating to the subject matter of this Agreement. The Parties acknowledge, stipulate and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation or understanding concerning any part or all of the subject matter of this Agreement has been made or relied on except as expressly set forth in this Agreement. No modification or waiver of any provisions of this Agreement shall in any event be effective unless the same shall be in writing and signed by the person or party against whom enforcement of the Agreement is sought.

D. Arm's-Length Negotiations and Good Faith

The Parties have negotiated all of the terms and conditions of this Agreement at arm's-length and in good faith. All terms, conditions and exhibits in their exact form are material and necessary to this Agreement and have been relied upon by the Parties in entering into this Agreement. In addition, the Parties hereby acknowledge that they have had ample opportunity to, and that they did, confer with counsel of their choice regarding, and before executing, this Agreement, and that this Agreement is fully entered into voluntarily and with no duress whatsoever.

E. Continuing Jurisdiction

The Parties agree that the Court may retain continuing and exclusive jurisdiction over them, including all Settlement Class Members, for the purpose of the administration and enforcement of this Agreement.

F. Binding Effect of Settlement Agreement

This Agreement shall be binding upon and inure to the benefit of the Parties and their representatives, attorneys, executors, administrators, heirs, successors and assigns.

G. Extensions of Time

The Parties may agree upon a reasonable extension of time for deadlines and dates reflected in this Agreement, without further notice (subject to Court approval as to Court dates).

H. Service of Notice

Whenever, under the terms of this Agreement, a person is required to provide service or written notice to Defendant's counsel or Class Counsel, such service or notice shall be directed to the individuals and addresses specified below, unless those individuals or their successors give notice to the other parties in writing, of a successor individual or address:

<u>As to Plaintiff:</u>	Kim D. Stephens Jason T. Dennett Rebecca L. Solomon Tousley Brain Stephens PLLC 1200 Fifth Avenue, Suite 1700 Seattle, WA 98101-3147
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<u>As to Defendant:</u>	Matthew A. Goldberg Timothy P. Pfenninger DLA Piper LLP (US) 1650 Market Street, Suite 5000 Philadelphia, PA 19103-7300
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Anthony Todaro
DLA Piper LLP (US)
701 5th Ave., Suite 6900
Seattle, WA 98104-7029

I. Authority to Execute Settlement Agreement

Each counsel or other person executing this Agreement or any of its exhibits on behalf of any party hereto warrants that such person has the authority to do so.

J. Return of Confidential Materials

All documents and information designated as “confidential” and produced or exchanged in the Action, shall be returned or destroyed within thirty (30) days after entry of the Final Order and Judgment.

K. No Assignment

The Parties represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein, including, but not limited to, any interest in the litigation or any related action.

L. No Third-Party Beneficiaries

This Agreement shall not be construed to create rights in, or to grant remedies to, or delegate any duty, obligation or undertaking established herein to any third party (other than Settlement Class Members themselves) as a beneficiary of this Agreement. However, this does not apply to, or, in any way, limit, any Released Party’s right to enforce the release of claims set forth in this Agreement.

M. Construction

The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each Party participated jointly in the drafting of this Agreement and,

therefore, the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any Party by virtue of draftsmanship.

N. Captions


The captions or headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.

[Signatures on following page]


IN WITNESS HEREOF, the Parties have caused this Agreement to be executed, by their duly authorized attorneys, as of the date(s) indicated on the lines below.

ON BEHALF OF PLAINTIFF:

Dated: April 24, 2024


Kim D. Stephens
Jason T. Dennett
Rebecca L. Solomon
Tousley Brain Stephens PLLC
1200 Fifth Avenue, Suite 1700
Seattle, WA 98101-3147

Dated: 04/24/2024, 2024


Amanda Washburn

ON BEHALF OF DEFENDANT:

Dated: _____, 2024

Matthew A. Goldberg
Timothy P. Pfenninger
DLA Piper LLP (US)
1650 Market Street, Suite 5000
Philadelphia, PA 19103-7300

Anthony Todaro
DLA Piper LLP (US)
701 5th Ave., Suite 6900
Seattle, WA 98104-7029

Anika P. Brunson
Lee, Hong, Degerman, Kang & Waimey
3501 Jamboree Road, Suite 6000
Newport Beach, CA 92660

Dated: _____, 2024

By:
Porsche Cars North America, Inc.

Dated: _____, 2024

By:
Porsche Cars North America, Inc.

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed, by their duly authorized attorneys, as of the date(s) indicated on the lines below.

ON BEHALF OF PLAINTIFF:

Dated: _____, 2024


Kim D. Stephens
Jason T. Dennett
Rebecca L. Solomon
Tousley Brain Stephens PLLC
1200 Fifth Avenue, Suite 1700
Seattle, WA 98101-3147

Dated: _____, 2024

Amanda Washburn

ON BEHALF OF DEFENDANT:

Dated: April 24, 2024




Matthew A. Goldberg
Timothy P. Pfenninger
DLA Piper LLP (US)
1650 Market Street, Suite 5000
Philadelphia, PA 19103-7300

Anthony Todaro
DLA Piper LLP (US)
701 5th Ave., Suite 6900
Seattle, WA 98104-7029


Anika P. Brunson
Lee, Hong, Degerman, Kang & Waimey
3501 Jamboree Road, Suite 6000
Newport Beach, CA 92660

Dated: April 24, 2024



Thierry Kartochian (Apr 23, 2024 12:28 EDT)
Thierry Kartochian
Executive Vice President and CFO
Porsche Cars North America, Inc.

Dated: April 24, 2024



George Feygin
General Counsel
Porsche Cars North America, Inc.