

FILED IN DISTRICT COURT  
OKLAHOMA COUNTY

JUN - 6 2018

RICK WARREN  
COURT CLERK

IN THE DISTRICT COURT OF OKLAHOMA COUNTY

STATE OF OKLAHOMA

STATE OF OKLAHOMA, <i>ex rel.</i>	)
MIKE HUNTER, in his official capacity as	)
Attorney General of Oklahoma,	)
	)
Plaintiff,	)
v.	)
	)
VOLKSWAGEN AG; VOLKSWAGEN	)
GROUP OF AMERICA, INC.; AUDI AG;	)
AUDI OF AMERICA, LLC; DR. ING. H.C.F.	)
PORSCHE AG; PORSCHE CARS OF NORTH	)
AMERICA, INC.; and MARTIN	)
WINTERKORN,	)
	)
Defendants.	)

Case No.: CJ-2016-3047

CONSENT JUDGMENT

COMES NOW, the Plaintiff, the State of Oklahoma, by and through Attorney General Mike Hunter ("Oklahoma," the "State," or the "Plaintiff") having filed this lawsuit pursuant to the Oklahoma Consumer Protection Act, 15 O.S. §§ 751 *et seq.* (the "Action") against Defendants Volkswagen Group of America, Inc.; Volkswagen AG; Audi of America, LLC; Audi AG (the "Volkswagen Defendants"); Porsche Cars North America, Inc.; and Dr. Ing. h.c. F. Porsche AG (the "Porsche Defendants"), and Martin Winterkorn (collectively, the "Defendants"). Plaintiff and the Defendants (collectively, the "Parties"), by their counsel, have agreed to the entry of this Consent Judgment by the Court without trial or adjudication of any issue of fact or law and without admission of any wrongdoing or violations of applicable law alleged by Plaintiff. The Parties agree to the entry of this Consent Judgment to avoid the expenses associated with further investigation and litigation.

## RECITALS

WHEREAS, Oklahoma filed its petition in this Action on June 15, 2016 (the “Petition”), alleging that the Defendants violated the Oklahoma Consumer Protection Act (“OCPA”) with respect to certain diesel vehicles advertised, sold or leased, and/or operated within the State of Oklahoma, as further defined below, and asserting claims for civil penalties and other monetary and injunctive relief.

WHEREAS, the Volkswagen Defendants and Porsche Defendants have taken certain discovery, investigated the facts, and analyzed the relevant legal issues regarding the claims and defenses asserted in the Action.

WHEREAS, Defendant Martin Winterkorn has not been served and has not appeared in this Action.

WHEREAS, the Parties have each considered the costs and delays associated with the continued prosecution and defense of this litigation, and have reached an amicable agreement to resolve the Action.

WHEREAS, the Parties stipulate that nothing in this Consent Judgment shall constitute an admission of any fact or law by any Party.

WHEREAS, the Court by entering this Consent Judgement finds that its terms have been negotiated by the Parties in good faith and that it will avoid litigation between the Parties, and the Parties agree that this Consent Judgment is fair and reasonable.

**NOW THEREFORE**, upon the consent of the Parties hereto, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

**I. Parties**

1.1 Plaintiff is the State of Oklahoma, by and through Attorney General Mike Hunter.

1.2 Defendants are Volkswagen Group of America, Inc.; Volkswagen AG; Audi of America, LLC; Audi AG; Porsche Cars North America, Inc.; Dr. Ing. h.c. F. Porsche AG; and Martin Winterkorn.

## **II. Jurisdiction**

2.1 Pursuant to 15 O.S. § 756.1, jurisdiction of this Court over the subject matter and over the Defendants for the purpose of entering into and enforcing this Consent Judgment is admitted. The Defendants admit the Court's jurisdiction over them for the limited purpose of entering and enforcing this Consent Judgment pursuant to the terms set forth herein, but do not concede jurisdiction as to any other matters before this Court or any other court, be they past, present or future. Jurisdiction is retained by this Court for the purpose of enabling the Parties to apply to this Court for such further orders and directions as may be necessary or appropriate for the construction and modification of the terms of this Consent Judgment, including enforcement of this Consent Judgment.

2.2 Defendant Winterkorn is making a special appearance in this case for the purpose of resolving this Action through this Consent Judgment only. Defendant Winterkorn does not concede that this Court has personal jurisdiction over him. Defendant Winterkorn reserves all defenses, including, without limitation, the defense of lack of personal jurisdiction, in the event this Consent Judgment is not entered by the Court. Defendant Martin Winterkorn's special appearance in this case for the purposes of this Consent Judgment shall not be construed as a basis for the exercise of personal jurisdiction over him in any other litigation.

## **III. Venue**

3.1 Pursuant to the provisions of 12 O.S. § 133, venue as to all matters between the Parties hereto arising out of this Consent Judgment shall lie exclusively in the District Court of

Oklahoma County, Oklahoma. The Defendants consent to venue in this Court solely for purposes of entering into and enforcing this Consent Judgment and do not concede venue as to any other matters before this Court or any other court, be they past, present or future.

**IV. Subject Vehicles**

4.1 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 the Volkswagen Defendants or Porsche Defendants 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 (together with any of its successor departments or agencies, “EPA”) Test Groups:

**2.0-Liter Diesel Models**

<b>Model Year (MY)</b>	<b>EPA Test Group</b>	<b>Vehicle Make and Model(s)</b>
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

### 3.0-Liter Diesel Models

Model Year (MY)	EPA Test Group	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

#### V. Covered Conduct

5.1 As used herein, the term “Covered Conduct” shall mean any and all acts or omissions with respect to the Subject Vehicles occurring up to and including the date of the entry of this Consent Judgment by the Court (the “Effective Date”), whether known or unknown and whether discovered or undiscovered, including all communications relating to the marketing, advertising, selling, or leasing 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, advertisement, sale, lease, or offering for sale or lease of any Subject Vehicles without disclosing the design, installation, or presence of a Defeat Device.<sup>1</sup>

**VI. No Impact Upon Other Settlements**

6.1 The Defendants have entered into other settlements, consent decrees, consent judgments, and agreements with other governmental and private parties with respect to the Subject Vehicles and the Covered Conduct. Nothing in this Consent Judgment shall release, mitigate, or alter in any way the obligations assumed, or rights obtained, by the Defendants under those other settlements, consent decrees, consent judgments, or agreements, including to the extent such agreements obligate the Defendants to take action for the benefit of the State of Oklahoma or the residents therein. Furthermore, nothing in this Consent Judgment shall release, mitigate, or alter in any way the effect of Oklahoma's Certification for Beneficiary Status Under Environmental Mitigation Trust Agreement, filed November 14, 2017, including the "Waiver of Claims for Injunctive Relief under Environmental or Common Laws" set forth therein.

**VII. Settlement Payment**

7.1 In full and complete satisfaction of all claims asserted against all Defendants in the Action, the Volkswagen Defendants agree to pay to Oklahoma the sum of eight million five

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<sup>1</sup> The term "Defeat Device" means (a) "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 (b) "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).

hundred thousand dollars (\$8,500,000.00) (the “Settlement Payment”) within ten (10) business days of receipt from the State of each of (1) a signed, written certification, in the form attached as Annex A,<sup>2</sup> that the Consent Judgment has been duly approved by all necessary legal action and is now final under the law of Oklahoma; (2) a true and accurate copy of this Consent Judgment entered by the Court; (3) an IRS Form W-9; and (4) instructions, in the form attached as Annex B, for wiring funds to the State, whichever date is latest in time. Said payment shall be used for attorneys’ fees and other costs of investigation and litigation, or applied to the Attorney General’s consumer protection law enforcement fund for use in future consumer protection enforcement, consumer education, litigation, monitoring and potential enforcement of this Consent Judgment, or for other uses permitted by state law, at the sole discretion of the Attorney General as provided for in 15 O.S. § 761.1. For the avoidance of doubt, other than the Settlement Payment, Defendants owe Plaintiff no more money with respect to the Covered Conduct.

7.2 The Volkswagen Defendants shall deliver the Settlement Payment via wire transfer to the Attorney Trust Account of Larson O’Brien LLP, in accordance with the wire instructions provided by Oklahoma pursuant to subsection 7.1.

7.3 Upon the Volkswagen Defendants making the Settlement Payment as described herein, the Volkswagen Defendants shall bear no obligations or in any way be liable for the dispersal or other use of the Settlement Payment, and shall be fully divested of any interest in, or ownership of, the monies paid and all interest in the monies. Any subsequent interest or income derived therefrom shall inure entirely to the benefit of the Plaintiff pursuant to the terms herein.

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<sup>2</sup> The certification shall include the name and title of the signatory and shall certify that such signatory is a duly authorized representative of the State and is duly authorized to make such certification.

### **VIII. Mutual Releases**

8.1 Immediately upon the Volkswagen Defendants making the Settlement Payment in the manner specified herein, Oklahoma shall and hereby does fully, finally, irrevocably, and forever release, waive, discharge, relinquish, settle, and acquit the Defendants, the Defendants' affiliates and any of the Defendants' or their affiliates' former, present or future owners, shareholders, directors, officers, employees, attorneys, parent companies, subsidiaries, predecessors, successors, dealers, agents, assigns and representatives (collectively, "Released Defendant Parties") from any and all claims arising out of or in any way related to the Covered Conduct (including, without limitation, consumer-related claims and claims under the OCPA; claims for injunctive relief or restitution; claims for penalties, fines or other monetary payments, including attorney costs or fees; claims brought in Oklahoma's sovereign enforcement capacity; claims brought as parens patriae on behalf of Oklahoma citizens); and demands, actions, or causes of action, including Unknown Claims (as defined below), that it may have, purport to have, or may hereafter have against any Released Defendant Party arising out of or in any way related to the Covered Conduct (hereinafter, "Released Plaintiff Claims").

8.2 Upon the release in Paragraph 8.1 becoming effective, Defendants shall and hereby do fully, finally, irrevocably, and forever release, waive, discharge, relinquish, settle and acquit Oklahoma and its departments and former or current officers, representatives, or employees (the "Released Plaintiff Parties") from any and all claims, demands, actions, or causes of action, including Unknown Claims (as defined below), that they may have, purport to have, or may hereafter have against any Released Plaintiff Party arising out of or in any way related to the Covered Conduct (hereinafter, "Released Defendant Claims").

8.3 “Unknown Claims” means any and all Released Plaintiff Claims or Released Defendant Claims (together, “Released Claims”) that any of the Released Plaintiff Parties or Released Defendant Parties (together, “Released Persons”) do not know or suspect to exist at the time of the release arising out of or in any way related to the Covered Conduct, which if known by them might have affected their decisions with respect to the Consent Judgment. To ensure that the releases described in Section 8 are fully enforced in accordance with their terms, with respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, the Parties expressly waive, and each Released Person shall be deemed to have waived, any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

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

The Parties acknowledge, and the Released Persons by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims was separately bargained for and was an essential element of this Consent Judgment.

8.4 Notwithstanding any term of this Consent Judgment, the Released Claims do not include actions to enforce this Consent Judgment.

#### **IX. Miscellaneous**

9.1 This Consent Judgment contains the entire agreement of the Parties with respect to its subject matter, and all prior oral or written agreements, contracts, negotiations, representations and discussions, if any, pertaining to this matter are merged into this Agreement. No Party has made any oral or written representation other than those set forth herein, and no

Party has relied upon, or is agreeing to, this Consent Judgment in reliance upon any representation other than those set forth herein. This Consent Judgment may not be modified in any respect except by written consent of the Parties and further order of the Court.

9.2 This Consent Judgment shall bind and inure to the benefit of the Parties, the Released Parties and their predecessors, successors, assigns, agents and attorneys. Each of the signatories of this Consent Judgment represents and warrants that it, he, or she is authorized by its, his or her respective clients or principal to execute this Consent Judgment and to bind the corresponding Party hereto. With respect to the Plaintiff, the relevant signatories affirm that they have authority to execute this Consent Judgment and its Annexes on behalf of Oklahoma.

9.3 The Effective Date of this Consent Judgment is the date of its entry by the Court. On that date, this Consent Judgment will become binding on all Parties, and will be an enforceable settlement agreement under the laws of the State of Oklahoma.

9.4 This Consent Judgment shall be construed and interpreted in accordance with the substantive law of the State of Oklahoma without regard to its conflict of laws provisions.

9.5 The Parties agree that, in the event that any dispute relating to this Consent Judgment arises between the Parties, the Parties will first meet and confer in good faith in an attempt to resolve the dispute prior to litigation.

9.6 Each Party acknowledges and agrees that this Consent Judgment was negotiated at arms' length and shall not be construed against its drafter as each Party participated equally in its drafting.

9.7 Any notice given hereunder shall be in writing and delivered (i) by email or personal delivery, and (ii) confirmed by United States Certified Mail, return receipt requested, or

by Federal Express (or other overnight carrier) with recipient signature. Notice shall be delivered as follows:

**For Oklahoma:**

Mike Hunter, Attorney General  
Ethan A. Shaner, Asst. Attorney General  
313 NE 21st Street  
Oklahoma City, OK 73105-3498  
Telephone: (405) 521-3921

Richard D. McCune, Esq.  
McCUNE WRIGHT AREVALO, LLP  
3281 E. Guasti Road, Suite 100  
Ontario, CA 91761  
Telephone: (909) 557-1250  
rdm@mccunewright.com

Stephen G. Larson, Esq.  
LARSON O'BRIEN LLP  
555 S. Flower Street, Suite 4400  
Los Angeles, CA 90071  
Telephone: (213) 436-4888  
slarson@larsonobrienlaw.com

**For the Volkswagen Defendants:**

As to Volkswagen AG and Audi AG:

Berliner Ring 2  
38440 Wolfsburg, Germany  
Attention: Group General Counsel

**For the Porsche Defendants:**

As to Dr. Ing. h.c. F. Porsche AG:

Dr. Ing. h.c. F. Porsche Aktiengesellschaft  
Porscheplatz 1, D-70435 Stuttgart, Germany  
Attention: GR/Rechtsabteilung/General  
Counsel

As to Volkswagen Group of America, Inc. and  
Audi of America, LLC:

2200 Ferdinand Porsche Dr.  
Herndon, VA 20171  
Attention: U.S. General Counsel

As to Porsche Cars North America, Inc.:

1 Porsche Dr.  
Atlanta, GA 30354  
Attention: Secretary  
With copy by email to offsecy@porsche.us

As to one or more of the Volkswagen  
Defendants:

Michael H. Steinberg  
Sullivan & Cromwell LLP  
1888 Century Park, Suite 2100  
Los Angeles, CA 90067  
steinbergm@sullcrom.com

As to one or more of the Porsche Defendants:

Granta Y. Nakayama  
Joseph A. Eisert  
King & Spalding LLP  
1700 Pennsylvania Ave., N.W., Suite 200  
Washington, DC 20006  
gnakayama@kslaw.com  
jeisert@kslaw.com

David M.J. Rein  
William B. Monahan  
Sullivan & Cromwell LLP  
125 Broad Street  
New York, NY 10004  
reind@sullcrom.com  
monahanw@sullcrom.com

**For Martin Winterkorn:**

Gregory P. Joseph  
Joseph Hage Aaronson LLC  
485 Lexington Avenue, 30th Floor  
New York, NY 10017  
gjoseph@jha.com

Any Party may change its address for notices by notice given in accordance with this paragraph.

9.8 The Parties agree that this Consent 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 Consent Judgment shall affect the Defendants' obligations under the laws or regulations of any jurisdiction outside the United States. Likewise, the laws and regulations of other countries shall not affect the Defendants' obligations under this Consent Judgment.

9.9 Except for the rights of the Released Parties with respect to the Released Claims: (i) this Consent Judgment does not create rights in, or grant any cause of action to, any third party not party to this Consent Judgment, and (ii) no third party shall be entitled to enforce any aspect of this Consent Judgment or claim any legal or equitable injury for a violation of this Consent Judgment.

9.10 Paragraph headings contained in this Consent Judgment are inserted solely as reference aids for the ease and convenience of the reader. They shall not be deemed to define or limit the scope or substance of the provisions they introduce, nor shall they be used in construing the intent or effect of such provisions or any other aspect of this Consent Judgment.

9.11 Unless otherwise prohibited by law, any signatures by the Parties required for entry of this Consent Judgment may be executed in counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Consent Judgment. A facsimile signature or signatures transmitted electronically in PDF will be binding and enforceable to the same extent as an original signature.

9.12 The Parties agree that each Party shall bear its own costs and expenses, including without limitation all attorneys' fees.

**IT IS SO ORDERED.**

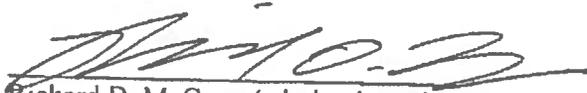
DATED this 6<sup>th</sup> day of June, 2018.

**PATRICIA G. PARRISH**  
DISTRICT JUDGE

**CERTIFIED COPY**  
AS FILED OF RECORD  
IN DISTRICT COURT  
JUN - 6 2018  
**RICK WARREN** COURT CLERK  
Oklahoma County  
*Rick Warren*

**APPROVED:**

FOR THE STATE OF OKLAHOMA  
*ex rel.* Mike Hunter, Attorney General



Richard D. McCune (admitted *pro hac vice*)  
McCUNE WRIGHT AREVALO, LLP  
3281 E. Guasti Road, Suite 100  
Ontario, CA 91761  
Telephone: (909) 557-1250  
Email: rdm@mccunewright.com

Dated: 6/5/18

Stephen G. Larson  
LARSON O'BRIEN LLP  
555 S. Flower Street, Suite 4400  
Los Angeles, CA 90071  
Telephone: (213) 436-4888  
Email: slarson@larsonobrienlaw.com

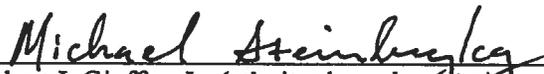
**APPROVED:**

FOR DEFENDANTS AUDI AG, AUDI OF AMERICA, LLC, VOLKSWAGEN AG, AND VOLKSWAGEN GROUP OF AMERICA, INC.



Dated: 6/1/18

John H. Tucker (OBA #9110)  
Colin H. Tucker (OBA #16325)  
RHODES HIERONYMUS JONES  
TUCKER & GABLE  
P.O. Box 21100  
Tulsa, Oklahoma 74121-1100  
Telephone: (918) 582-1173  
Email: jtucker@rhodesokla.com  
Email: chtucker@rhodesokla.com



Dated: 6/1/18

Robert J. Giuffra, Jr. (admitted *pro hac vice*)  
David M.J. Rein (admitted *pro hac vice*)  
William B. Monahan\*  
SULLIVAN & CROMWELL LLP  
125 Broad Street  
New York, New York 10004  
Email: giuffrar@sullcrom.com  
Email: reind@sullcrom.com

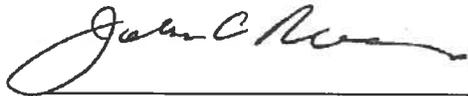
Michael H. Steinberg†  
SULLIVAN & CROMWELL LLP  
1888 Century Park, Suite 2100  
Los Angeles, California 90067  
Email: steinbergm@sullcrom.com

\* Admitted to the bar in New York;  
not admitted in Oklahoma

† Admitted to the bar in California;  
not admitted in Oklahoma

**APPROVED:**

FOR DEFENDANTS PORSCHE CARS  
NORTH AMERICA, INC., AND  
DR. ING. H.C. F. PORSCHE AG



Dated: June 1, 2018

John C. Richter (OBA #20596)  
KING & SPALDING, LLP  
1700 Pennsylvania Avenue N.W.  
Washington, DC 20006  
Telephone: (202) 626-2919  
Email: jrichter@kslaw.com



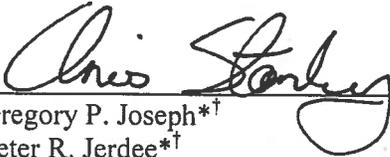
Dated: June 1, 2018

Granta Y. Nakayama\*  
Joseph A. Eisert\*  
KING & SPALDING, LLP  
1185 Avenue of the Americas  
New York, New York 10036  
Telephone: (202) 626-5522  
Email: gnakayama@kslaw.com  
Email: jeisert@kslaw.com

\* Admitted to the bar in the District of  
Columbia; not admitted in Oklahoma

**APPROVED:**

FOR DEFENDANT MARTIN WINTERKORN



Dated: 6/1/2018

Gregory P. Joseph\*†

Peter R. Jerdee\*†

Christopher J. Stanley\*

JOSEPH HAGE AARONSON LLC

485 Lexington Avenue, 30th Floor

New York, New York 10017

Telephone: (212) 407-1210

Email: gjoseph@jha.com

Email: pjerdee@jha.com

Email: cstanley@jha.com

\* Admitted to the bar in New York;  
not admitted in Oklahoma

† Admitted to the bar in Minnesota

# ANNEX A

[STATE LETTERHEAD]

[DATE]

VIA ELECTRONIC MAIL & [FIRST-CLASS MAIL]

Volkswagen Group of America, Inc.  
Attn: Office of the General Counsel  
2200 Ferdinand Porsche Drive  
Herndon, VA 20171  
Kevin.duke@vw.com

David M.J. Rein, Esq.  
William B. Monahan, Esq.  
Sullivan & Cromwell LLP  
125 Broad Street  
New York, NY 10004  
reind@sullcrom.com  
monahanw@sullcrom.com

**RE:           *State of Oklahoma v. Volkswagen AG et al.*, Case No. CJ-2016-3047  
                  Certification Pursuant to Consent Judgment**

Dear Messrs. Duke, Rein, and Monahan:

Pursuant to Paragraph 7 of the Consent Judgment entered on or about [DATE], I hereby certify the following:

1. The attached Consent Judgment, which was duly executed by the parties thereto, was entered by the District Court of Oklahoma County on [DATE], and is now final under the law of the State of Oklahoma.
2. I, [NAME], [TITLE], am a duly authorized representative of the State of Oklahoma and am duly authorized to make the certifications contained herein.
3. The attached Consent Judgment is a true and accurate copy of the document filed in the Court and entered on [DATE].

A copy of the State of Oklahoma's wiring instructions is also attached. Please disburse \$8,500,000 in accordance with the enclosed wiring instructions on or before [DATE]. Please contact me if you have any questions or require any additional information.

Sincerely,

---

*Signature*

---

*Print Name and Title*

## ANNEX B

[STATE LETTERHEAD]

[DATE]

**TO: Volkswagen Group of America, Inc.**  
*(addressees listed on following page)*

**RE: Wire Instructions – VW Consent Decree**

Ladies and Gentlemen:

Reference is made to the Consent Judgment in *State of Oklahoma v. Volkswagen AG et al.*, Case No. CJ-2016-3047, entered on or about [DATE] by the District Court of Oklahoma County.

Please find below wire instructions for the disbursement of funds pursuant to the Consent Judgment.

Funds to be Transferred (USD):	\$
Beneficiary Name:	
Beneficiary Account Number:	
Bank Name:	
Bank Routing Information: (ABA # or SWIFT Code)	
Memo:	

If you have any questions regarding these wire instructions, please contact [NAME] at [TELEPHONE] or [EMAIL].

I certify that I am a representative of the State of Oklahoma authorized to deliver these instructions and that the information provided above is true and correct.

Sincerely,

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name and Title*

**The preceding wire instructions should be delivered to the following persons:**

Name: Volkswagen Group of America, Inc.  
Address: 2200 Ferdinand Porsche Drive  
Herndon, Virginia 20171

Attn: Office of the General Counsel  
Telephone: 703-364-7290  
Facsimile: 703-364-7080  
E-mail: kevin.duke@vw.com

Name: Sullivan & Cromwell LLP  
Address: 125 Broad Street  
New York, New York 10004

Attn: David M.J. Rein, Esq.  
Telephone: 212-558-3035  
Facsimile: 212-291-9120  
E-mail: reind@sullcrom.com

Name: Sullivan & Cromwell LLP  
Address: 125 Broad Street  
New York, New York 10004

Attn: William B. Monahan, Esq.  
Telephone: 212-558-7375  
Facsimile: 212-291-9414  
E-mail: monahanw@sullcrom.com