

Master File No. D-1-GN-16-000370

IN RE VOLKSWAGEN CLEAN DIESEL §  
LITIGATION: TCAA §  
ENFORCEMENT CASE §

IN THE DISTRICT COURT OF  
TRAVIS COUNTY, TEXAS  
200th JUDICIAL DISTRICT

*Transferred from:*

Cause Nos. D-1-GN-15-004513, 2015-57864, 15-DCV-226954

**AGREED FINAL JUDGMENT**

On this day, Plaintiffs, the State of Texas (“State”), acting by and through the Attorney General of Texas, on behalf of the Texas Commission on Environmental Quality (“TCEQ”), Harris County, Texas (“Harris County”), and Fort Bend County, Texas (“Fort Bend County”) (collectively, “Plaintiffs”) and Defendants, Volkswagen Group of America, Inc. (“VWGoA”), Volkswagen Aktiengesellschaft, Volkswagen Group of America Chattanooga Operations, LLC, Audi of America, LLC, Audi Aktiengesellschaft, and Porsche Cars North America, Inc. (collectively, “Defendants”) submitted to the Court this Agreed Final Judgment (“Agreed Judgment”) for approval following negotiations and settlement of this case. By presenting this Agreed Judgment to the Court, the State announces that it has published notice of this Agreed Judgment in the *Texas Register* for thirty (30) days, as required by Texas Water Code § 7.110, and received no comments that indicate the proposed settlement is inappropriate, improper, inadequate, or inconsistent with applicable law. Therefore, by the duly authorized signatures subscribed to this Agreed Judgment, the Parties and After-Filed Counties (as defined below) represent to the Court that they agree to its terms, and that it represents the compromise and settlement of all claims placed at issue by the petitions filed in this cause and in cause no. 03-22-00219-CV in the Court of Appeals for the Third District of Texas as of the date that this Agreed Judgment is signed by the presiding judge.

The Court finds that it has jurisdiction over the subject matter of this action pursuant to Texas Water Code Ch. 7. The Court finds this Agreed Judgment to be proper, necessary, and in the best interest of justice.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED as follows:

## 1. DEFINITIONS

1.1 As used in this Agreed Judgment, the words and terms set forth below shall have the following meanings:

- a. "Agreed Judgment" shall mean this Agreed Final Judgment.
- b. "Days" shall mean calendar days. If a deadline in this Agreed Judgment falls on a weekend or holiday, such deadline shall be deemed to fall on the following business day.
- c. "State" shall mean the State of Texas, acting by and through the Attorney General of Texas, on behalf of the people of Texas and the TCEQ.
- d. "Harris County" shall mean Harris County, Texas.
- e. "Fort Bend County" shall mean Fort Bend County, Texas.
- f. "Plaintiffs" shall mean the State, Harris County, and Fort Bend County.
- g. "Defendants" shall mean Volkswagen Group of America, Inc., Volkswagen Aktiengesellschaft, Volkswagen Group of America Chattanooga Operations, LLC, Audi of America, LLC, Audi Aktiengesellschaft, and Porsche Cars North America, Inc.
- h. "After-Filed Counties" shall mean Bee County, Bell County, Bexar County, Bowie County, Brazos County, Burnet County, Cameron County, Dallas County, Denton County, Ector County, El Paso County, Harrison County, Hidalgo County, Hunt County, Jefferson County, Kendall County, Leon County, Lubbock County, Montgomery County, Nueces County, Parker County, Potter County, Randall County, Smith County, Tarrant County, Taylor County, Travis County, Victoria County, Walker County, Webb County, and Wichita County.
- i. "Effective Date" shall mean the day after the date on which this Agreed Judgment becomes final and non-appealable.
- j. "Parties" shall mean the Plaintiffs and Defendants.
- k. "Petitions" shall mean the Plaintiffs' respective current and live petitions filed in Cause No. D-1-GN-16-000370; In re Volkswagen Clean Diesel Litigation: TCAA Enforcement Case; in the 200th Judicial District Court of Travis County, Texas.
- l. "TCEQ" shall mean the Texas Commission on Environmental Quality and its predecessor and successor agencies.

- m. “Defeat Device” shall mean “an auxiliary emission control device (AEC) 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 AEC is justified in terms of protecting the vehicle against damage or accident; (3) The AEC does not go beyond the requirements of engine starting; or (4) The AEC 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).
- n. “Environmental Claims” shall mean claims or potential claims under all potentially applicable federal, state and/or local environmental laws, statutes, rules, and/or regulations, including, without limitation, the Texas Clean Air Act (Tex. Health & Safety Code §§ 382.001, et seq.), the Texas Water Code, Title 30 of the Texas Administrative Code, and laws, statutes, rules and/or regulations regarding mobile source emissions, certification, reporting of information, inspection and maintenance of vehicles and/or anti-tampering provisions, together with any related common law and equitable claims.
- o. “November 17, 2016 Agreed Final Judgment and Permanent Injunction” shall mean the agreed final judgment entered in Cause No. D-1-GN-16-000449; *In re Volkswagen Clean Diesel Litigation: Consumer Cases*; in the 353rd Judicial District Court of Travis County, Texas, on November 17, 2016.

## 2. STIPULATIONS

In agreeing to this Agreed Judgment, the Parties and the After-Filed Counties hereby stipulate to the following:

2.1 The Parties and the After-Filed Counties understand and agree to the terms of this Agreed Judgment.

2.2 This Agreed Judgment represents a resolution of all actual or potential claims placed in controversy by, between, or among any of the Parties, the Released Parties (as defined below), and the After-Filed Counties.

2.3 This Agreed Judgment complies with all statutory, jurisdictional, and procedural requisites necessary for entry and enforcement.

2.4 The Parties and After-Filed Counties agree that they actively participated in the negotiations leading up to this Agreed Judgment, they understand the duties placed upon them by this Agreed Judgment, they have read the terms of the Agreed Judgment, and the Agreed Judgment is not ambiguous.

2.5 The Parties and the After-Filed Counties waive any right to appeal from this Agreed Judgment.

2.6 Defendants acknowledge receipt of this Agreed Judgment.

2.7 This Agreed Judgment is enforceable pursuant to Rule 692 of the Texas Rules of Civil Procedure.

### 3. PAYMENT AMOUNTS

3.1 The State, Harris County, and Fort Bend County shall have judgment against Defendants for civil penalties in the amount of FIFTY-SIX MILLION SIX HUNDRED SIXTY-SIX THOUSAND SIX HUNDRED AND SIXTY-SIX DOLLARS AND SEVENTY CENTS (\$56,666,666.70) for their claims arising out of the territorial jurisdictions of Harris County and Fort Bend County and to be divided as required by Tex. Water Code § 7.107. Harris County shall receive TWENTY-EIGHT MILLION THREE HUNDRED THIRTY-THREE THOUSAND THREE HUNDRED AND THIRTY-THREE DOLLARS AND THIRTY-FIVE CENTS (\$28,333,333.35) from which Fort Bend County shall receive ONE MILLION NINE HUNDRED THOUSAND DOLLARS (\$1,900,000.00). The State shall receive TWENTY-EIGHT MILLION THREE HUNDRED THIRTY-THREE THOUSAND THREE HUNDRED AND THIRTY-THREE DOLLARS AND THIRTY-FIVE CENTS (\$28,333,333.35). Full payment of these amounts shall be made in accordance with Section 5 of this Agreed Judgment.

3.2 Additionally, the State shall have judgment against Defendants for civil penalties in the amount of EIGHTEEN MILLION THREE HUNDRED THIRTY-THREE THOUSAND THREE HUNDRED AND THIRTY-THREE DOLLARS AND THIRTY CENTS (\$18,333,333.30) for its claims arising out of the territorial jurisdictions of the remaining 252 counties in the State of Texas (including all After-Filed Counties). Full payment of this amount shall be made in accordance with Section 5 of this Agreed Judgment.

3.3 Additionally, pursuant to settlement agreements reached between Harris County and the After-Filed Counties, the After-Filed Counties hereby release and voluntarily dismiss their claims against the Released Parties with prejudice in return for receipt of a total combined amount of THREE MILLION DOLLARS (\$3,000,000.00) out of the amount allocated to Harris County in Section 3.1 above.

#### 4. ATTORNEY'S FEES

4.1 The State shall have judgment for attorney's fees against Defendants in the amount of TEN MILLION DOLLARS (\$10,000,000.00). Full payment of this amount shall be made in accordance with Section 5 of this Agreed Judgment.

#### 5. PAYMENTS

5.1 The amounts set forth in Sections 3.1 to 3.3 and Section 4 are inclusive of all attorneys' fees, expenses, notice costs, and other costs. Other than the payments set forth in Section 3.1 to 3.3 and Section 4, Defendants and the other Released Parties shall have no other payment obligations in connection with the Agreed Judgment, including for attorneys' fees, expenses, notice costs, or other costs. For clarity, in no event shall the payment obligations, as set forth in Sections 3.1 to 3.3 and Section 4, exceed EIGHTY-FIVE MILLION DOLLARS (\$85,000,000.00). Plaintiffs and the After-Filed Counties have agreed among themselves as to how the total payment amount shall be allocated

among themselves; Defendants and the other Released Parties are not in any way responsible for that allocation.

5.2 Payment for all amounts awarded to the State in this Agreed Judgment shall be paid by wire transfer to the State within fourteen (14) Days of the later of (i) the Effective Date; (ii) receipt of a W9 form from the payee; and (iii) receipt of payment instructions from the State.

5.3 Payment for all amounts awarded to Harris County, Fort Bend County, and the After-Filed Counties shall be paid in a single wire transfer payment to Harris County within fourteen (14) Days of the later of (i) the Effective Date; (ii) receipt of a W9 form from the payee; and (iii) receipt of payment instructions from Harris County.

5.4 The payments set forth in Section 3.1 to 3.3 and Section 4 shall be made by VWGoA and/or Volkswagen Aktiengesellschaft, which are the Defendants that have the payment obligations.

## 6. PUBLIC NOTICE

6.1 The signature on this Agreed Judgment for the State is subject to public notice and comment as required by Texas Water Code § 7.110. The State shall provide a copy of the public notice to Defendants prior to publication and consider any comments Defendants provide. This Agreed Judgment will not be presented to the Court for final signature, and the State's consent will not be effective, until public notice of this Agreed Judgment has been published in the *Texas Register*, the public has been given 30 Days during which to comment to the State on the terms of this Agreed Judgment, and the State has re-affirmed its consent, after considering any comments, by presenting the Agreed Judgment to the Court for final signature and entry.

## 7. RELEASE

7.1 Plaintiffs and the After-Filed Counties (collectively, "Releasing Parties"), individually and collectively, each release (i) Defendants; (ii) Robert Bosch GmbH; (iii) Robert Bosch LLC; (iv) all parents, subsidiaries, and affiliates of the entities identified in (i)-(iii); and (v) with respect to the entities

identified in (i)-(iv), any of their former, present, or future owners, shareholders, directors, officers, employees, attorneys, parents, subsidiaries, predecessors, successors, insurers, dealers, agents, assigns and representatives (collectively, "Released Parties") from:

- a. any and all Environmental Claims, whether known or unknown, suspected or unsuspected, concealed or hidden, arising out of or in any way related to any claims that are, were, or could have been asserted by the Releasing Parties (whether in the Releasing Parties' sovereign enforcement capacity or as *parens patriae* on behalf of citizens of the respective Releasing Party) against the Released Parties relating in any way to any of the Released Parties' diesel vehicles from model year 2009 through model year 2016, including, but not limited to, all claims relating in any way to the factory-installed defeat devices, any post-sale updates, excess emissions, tampering (post-sale or otherwise), and/or the "Dieselgate" matter; and
- b. all claims, whether known or unknown, suspected or unsuspected, concealed or hidden, that had previously been reserved by the State in Paragraph 2.3(D) of the November 17, 2016 Agreed Final Judgment and Permanent Injunction.

## 8. RESERVATION OF RIGHTS

8.1 Notwithstanding any other provision of this Agreed Judgment, the State, Harris County, and Fort Bend County reserve, and this Agreed Judgment is without prejudice to, all rights against Defendants with respect to the following:

- a. claims based on a failure of Defendants to meet the requirements of this Agreed Judgment;
- b. criminal liability; and
- c. liability for violations of federal, state, or local law that occur on or after the Effective Date of this Agreed Judgment.

## 9. ADDITIONAL CONSIDERATION

9.1 As additional consideration for the releases set forth in Section 7 and other promises herein, VWGoA, Volkswagen Group of America Chattanooga Operations, LLC, and Audi of America, LLC shall, within fourteen (14) days of the Effective Date, voluntarily dismiss with prejudice all claims asserted in cause no. 03-22-00219-CV in the Court of Appeals for the Third District of Texas.

## 10. GENERAL PROVISIONS

10.1 This Agreed Judgment constitutes the entire agreement between and among the Parties and the After-Filed Counties, and supersedes any and all prior agreements or understandings between or among them relating to the referenced cause, including, but not limited to, Rule 11 agreements between the Parties prior to the signing of this Agreed Judgment, with the exception of the settlement agreements between Harris County and the After-Filed Counties described in Paragraph 3.3.

10.2 This Agreed Judgment may be executed in multiple parts which together shall constitute a single original instrument. Any executed signature page to this Agreed Judgment may be transmitted by facsimile transmission or email to the Parties, which shall constitute an original signature for all purposes. The Parties and the After-Filed Counties agree that the execution of the Agreed Judgment may be conducted by electronic means with electronic signatures.

10.3 This Agreed Judgment may only be modified upon the written consent of all Parties and the consent of this Court. All modifications of the Agreed Judgment shall become effective as of the date of approval of this Court.

10.4 This Court retains jurisdiction over both the subject matter of this Agreed Judgment and the Parties and the After-Filed Counties for the duration of the performance of the terms and provisions of this Agreed Judgment for the purpose of enabling the Plaintiffs or Defendants to apply to the Court at any time for such further directions or relief as may be necessary or appropriate for the construction or modification of this Agreed Judgment, to effectuate or enforce compliance with its terms, or to resolve disputes related to it.

10.5 If any provision of this Agreed Judgment is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of this Agreed Judgment remain legal and enforceable, the



remainder of this Agreed Judgment shall remain operative and binding on the Parties and the After-Filed Counties.

10.6 Plaintiffs shall be allowed such writs and processes as may be needed for the enforcement of and collection of amounts awarded by this Agreed Judgment.

10.7 Plaintiffs may abstract and record this Agreed Judgment in the exercise of its discretion and as permitted by law.

10.8 By entering into this Agreed Judgment, Defendants admit no liability, deny the allegations made by Plaintiffs as set for in the Petitions, and deny the allegations made by the After-Filed Counties in their operative petitions filed in this cause.

10.9 Defendants accept the personal jurisdiction, subject matter jurisdiction, and venue of this Court solely for purposes of the entry, enforcement, and modification of this Agreed Judgment and without waiving their rights to contest subject matter jurisdiction, personal jurisdiction, or venue for any other purpose or in any other proceeding.

10.10 This Agreed Judgment shall not be construed in any way to relieve Defendants or its agents or contractors from the obligation to comply with any federal, state, or local law.

10.11 This Agreed Judgment is not, and shall not be construed to be, a permit issued pursuant to any federal or state statute or regulation. Plaintiffs do not, by signing this Agreed Judgment, warrant or aver in any manner that Defendants' compliance with this Agreed Judgment will constitute or result in compliance with the requirements of any federal, state, or local laws, regulations, or permits.

10.12 Nothing in this Agreed Judgment shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Agreed Judgment.

10.13 The obligations in this Agreed Judgment apply to and are binding upon Defendants and any successors, assigns, or other entities or persons otherwise bound by law. No change in

ownership or corporate status of Defendants including, but not limited to, any transfer of assets or real or personal property, shall in any way alter Defendants' responsibilities under this Agreed Judgment.


10.14 Each of the undersigned representatives certifies that he or she is fully authorized to enter into the terms and conditions of the Agreed Judgment and to legally execute and bind all Parties or After-Filed Counties he or she represents to this Agreed Judgment.

10.15 All relief not specifically granted herein is denied.

10.16 This Agreed Judgment finally disposes of all Parties and all claims in all of the Petitions and the After-Filed Counties and all their claims in their operative petitions. The Court hereby dismisses with prejudice all After-Filed Counties' operative petitions.

10.17 This Agreed Judgment shall be effective on the date the Court signs it. If the Court modifies the Agreed Judgment, or requires that any modifications to the Agreed Judgment be made before signing and/or entering it, the Agreed Judgment shall not be effective or entered until and unless the Parties agree to those modifications.

SIGNED ON JANUARY 3, 2024.

  
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JUDGE TIM SULAK

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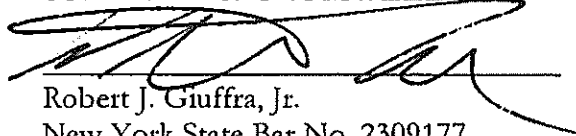
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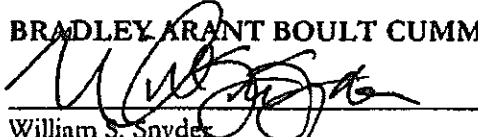
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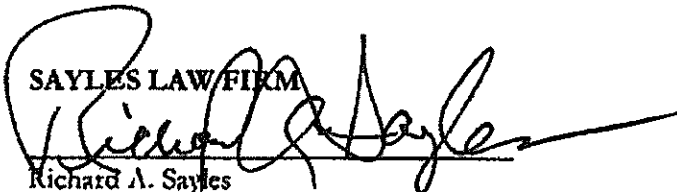
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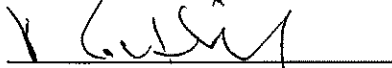
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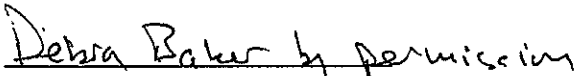
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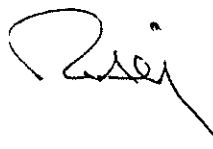


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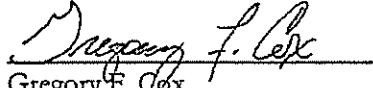
**DALLAS COUNTY**

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**TRAVIS COUNTY**

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**TRAVIS COUNTY**



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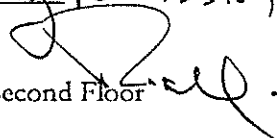


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