

*Eisen v. Porsche Cars North America, Inc.* )  
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Case No. CV11-09405 CAS (FFMx)

Notice of the Pendency of Class Action Settlement and Hearing on Final Approval Order and Judgment

**If you owned or leased a Model Year 2001-2005 Porsche Boxster or 911 vehicle in the United States you could be affected by a class action settlement.**

*A federal court authorized this notice. This is not a solicitation from a lawyer.*

- The purpose of this Notice is to inform you of a proposed settlement of a class action lawsuit known as *Eisen v. Porsche Cars North America, Inc.* You are receiving this Notice because Porsche Cars North America’s (“PCNA”) records indicate that you may be entitled to claim the benefits offered by the Settlement.
- This lawsuit claims that some 2001-2005 model year Porsche Boxster and 911 vehicles experienced or may experience intermediate shaft (“IMS”) related engine damage before or after their original Limited Warranty or Approved Certified Pre-Owned (“ACPO”) Limited Warranty has expired. These vehicles are known as the “Class Vehicles” and the individuals who owned or leased such Class Vehicles at the time they sustained such engine damage are known as “Class Members.” PCNA has not been found liable for any of the claims alleged in this lawsuit. The parties have voluntarily reached a settlement.
- Under the proposed settlement and subject to proof, PCNA will reimburse Class Members for repair or replacement costs paid due to IMS related damage in Class Vehicles.
- **Your legal rights are affected whether or not you act. Read this Notice carefully.**

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT ARE EACH DESCRIBED BELOW**

<b>SUBMIT A CLAIM FORM</b>	If you have paid out of pocket costs for IMS related engine damage and you submit a valid and timely Claim Form, along with sufficient proof of the repair and that you incurred out of pocket costs for an IMS related engine repair or replacement, you may be eligible to receive a reimbursement payment. A properly completed Claim Form must be postmarked or otherwise transmitted by <b>no later than October 15, 2013</b> . If you experience an IMS condition in a Class Vehicle in the future, you may be eligible to obtain payment for the repair by promptly contacting PCNA and arranging for PCNA to inspect your vehicle in order to confirm that an IMS condition existed that requires such a repair
<b>EXCLUDE YOURSELF</b>	If you ask to be excluded from the Settlement, you will receive no reimbursement or payment for a past or future engine related repair caused by the IMS as provided for in this Settlement. If you exclude yourself from the Settlement and you are a current owner or lessee of a Class Vehicle, the claims process and assistance for seeking settlement benefits will <i>not</i> apply to you. Excluding yourself is the only option that allows you to pursue your IMS related claims in a separate lawsuit against PCNA.
<b>OBJECT</b>	You may object to the Settlement by writing to the Court and indicating why you do not like the Settlement. In order to object to the Settlement you must remain a member of the lawsuit—you cannot ask to be excluded.
<b>GO TO A HEARING</b>	You may go to the Settlement hearing if you wish to speak in Court about the fairness of the Settlement, and if you advise the parties of your intention to do so.
<b>DO NOTHING</b>	If you do not submit a Claim Form, you will not get reimbursed through this Settlement for money you paid out of pocket to repair engine damage related to an IMS condition. If you do not exclude yourself from this Settlement, you will not be able to sue PCNA for any claims related to this Settlement and you will be bound by the rulings made in this case.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. The reimbursements will be made if the Court approves the Settlement and after appeals are resolved, if any. Please be patient.

Questions? Call the Settlement Administrator at 1-866-254-4760 Toll Free or Visit [www.EisenIMSSettlement.com](http://www.EisenIMSSettlement.com)

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### BASIC INFORMATION

#### 1. Why did I get this Notice?

Vehicle identification numbers (“VINs”) were used to identify current and prior owners and lessees of model year 2001 through 2005 Porsche Boxster and 911 vehicles since those correspond to the date when a certain type of IMS was manufactured. The Court authorized this Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the Settlement. This package explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. The Court in charge of this case is the United States District Court for the Central District of California, Judge Christina A. Snyder. This case is known as *Eisen v. Porsche Cars North America, Inc.*, Case No. CV11-09405 CAS (FFMx). The people who sued are called Plaintiffs, and the company they sued, Porsche Cars North America Inc. (“PCNA”), is called the Defendant.

#### 2. What is this lawsuit about?

The lawsuit claims that some 2001-2005 model year Porsche Boxster and 911 vehicles experienced or may experience IMS related engine damage before or after their original Limited Warranty or Approved Certified Pre-Owned Limited

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Warranty has expired and that certain repairs were required or may be required due to such damage. If you own or lease or have owned or leased one of these vehicles and have experienced or experience internal engine damage which may be preceded by a loud unusual engine noise, this may have been caused by an unforced failure of the IMS.

### 3. Why is this a class action lawsuit?

In a class action, one or more people, called Class Representatives (in this case Bruce Eisen, Kymberli R. Ureda, Lee Smith and Frederick Nelson-Bonebrake) sue on behalf of people who have similar claims. All these people are a Class or Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

### 4. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Defendant. PCNA was not found liable for any of the alleged claims regarding IMS damage. Instead, both sides agreed to a settlement. That way, they avoid the cost of a trial, and the people affected are eligible to get compensation. The Class Representatives and their attorneys think the Settlement is best for the Settlement Class Members.

## WHO IS IN THE SETTLEMENT

### 5. How do I know if I am part of the Settlement?

Everyone who fits the following description is a Class Member: *All persons in the United States who currently own or lease or previously owned or leased a Class Vehicle.* These people are referred to in this Notice as “Class Members” and the vehicles are referred to as “Class Vehicles.” By receiving this Notice, the parties have determined that you may be a member of the Class.

### 6. Which Porsche vehicles are included?

The following Porsche Boxster and 911 vehicles that experienced or will experience IMS related engine damage are included:

- Model year 2001 - 2005 Porsche Boxster vehicles manufactured with an IMS between May 4, 2001 and February 21, 2005 with VINs in the following ranges:
  - WP0CA29851S620508 – WP0CA29831S620619
  - WP0CB29811S660405 – WP0CB29801S660492
  - WP0CA29821U625959 – WP0CA29891U627644
  - WP0CB29861U664289 – WP0CB29841U665473
  - WP0CA29892S620061 – WP0CA29802S620238
  - WP0CA29832U620061 – WP0CA29892U626107
  - WP0CB29802U660062 – WP0CB29892U664319
  - WP0CB29862S660062 – WP0CB29852S660344
  - WP0ZZZ98Z2U602762
  - WP0ZZZ98Z2U640813
  - WP0CA298X3S620068 – WP0CA29853S620222
  - WP0CA29813U620061 – WP0CA298X3U625002
  - WP0CB29803U660063 – WP0CB29803U663240
  - WP0CB29853S660068 – WP0CB298X3S660227
  - WP0ZZZ98Z3U604185
  - WP0ZZZ98Z3U640971
  - WP0CA29854S620061 – WP0CA29824S621085
  - WP0CA298X4U620061 – WP0CA29854U621568
  - WP0CB29804S660061 – WP0CB29834S660555
  - WP0CB29854U660061 – WP0CB29834U661824
  - WP0CA298X5U710067 – WP0CA29815U711852
  - WP0CB29885U730069 – WP0CB29835U731310
- Model year 2001 – 2005 Porsche 911 vehicles manufactured with an IMS between May 4, 2001 and February 20, 2005, excluding the Turbo, GT2, and GT3 models, with VINs in the following ranges:
  - WP0AA29991S622763 – WP0AA29901S623641
  - WP0CA299X1S654064 – WP0CA29971S655284
  - WP0ZZZ99Z1S644465
  - WP0ZZZ99Z2S603927
  - WP0AA299X2S620005 – WP0AA29922S624193
  - WP0BA29922S635067 – WP0BA299X2S635740
  - WP0CA29932S650004 – WP0CA29952S655611
  - WP0AA29903S620063 – WP0AA29993S624175
  - WP0BA29913S635062 – WP0BA29983S635639
  - WP0CA29943S650062 – WP0CA29913S653887
  - WP0ZZZ99Z3S641690 – WP0ZZZ99Z3S644167
  - WP0ZZZ99Z4S604191
  - WP0AA29974S620062 – WP0AA29934S623041
  - WP0BA29984S635061 – WP0BA29974S635231
  - WP0CA29904S650061 – WP0CA29924S653818
  - WP0AA29935S620061 – WP0AA29925S620245
  - WP0BA29965S635061 – WP0BA29995S635085
  - WP0CA29995S650061 – WP0CA29995S650254
  - WP0AA29905S715077 – WP0AA29905S717475
  - WP0AB299X5S740081 – WP0AB29955S742109
  - WP0CA29935S755064 – WP0CA29935S755209
  - WP0CB29915S765072 – WP0CB29925S765212
  - WP0ZZZ99Z5S731099
  - WP0ZZZ99Z5S701444

**7. If my Class Vehicle has not experienced IMS related engine damage, am I included?**

Yes. Under the terms of the Settlement, if your Class Vehicle experiences the condition *after July 17, 2013*, you may be eligible to receive payment for repair of the IMS related engine damage, including the cost of replacing or repairing the engine. However, no Class Member will be entitled to any payment or reimbursement for any IMS related damage occurring to a Class Vehicle more than ten (10) years after the vehicle was placed in service, or after 130,000 total miles on the vehicle, whichever comes first.

If you experience IMS related engine damage in your Class Vehicle after **July 17, 2013**, you must promptly contact PCNA at 1-800-486-9809 as discussed in detail in question 10 below.

**THE SETTLEMENT BENEFITS—WHAT YOU GET**

**8. What does the Settlement provide?**

Payments and reimbursements will be based on mileage without regard to the amount of time since the vehicle was first placed in service, which is usually when the vehicle was first purchased or leased. However, no Class Member will be entitled to any payment or reimbursement for any IMS related damage occurring to a Class Vehicle more than ten (10) years after the vehicle was placed in service and the New Car Limited Warranty commenced. The reimbursed amount will be adjusted based upon the number of miles your vehicle had at the time of repair, according to the following table:

	<b>New Vehicle Purchaser</b>	<b>ACPO Purchaser*</b>	<b>Used Vehicle Purchaser Not Purchasing ACPO</b>
Up to 50,000 miles	100%	100%	25%
50,001-60,000 miles	90%	100%	25%
60,001-70,000 miles	80%	100%	25%
70,001-80,000 miles	70%	100%	25%
80,001-90,000 miles	60%	100%	25%
90,001-100,000 miles	50%	100%	25%
100,001 – 130,000 miles	40%	40%	25%

\* ACPO Purchaser refers to a Class Member who purchased their Class Vehicle as an Approved Certified Pre-Owned vehicle through the Porsche Approved Certified Pre-Owned Program.

Class Members shall only be entitled to reimbursement for a pre-notice repair or payment for a post-notice repair to the extent of the percentage provided above and to the extent that the Class Members paid or do pay out of pocket for such a repair. Class Members will not be paid or reimbursed for amounts paid or reimbursed by any other sources including, but not limited to, PCNA limited warranty, PCNA ACPO limited warranty, third party warranty, extended warranty insurance, dealer discounts or goodwill, or any other third party source.

In addition, PCNA will reimburse Class Members for up to a combined maximum of \$200 for out of pocket towing and replacement vehicle rental fees incurred during the repair period, if proof of payment is provided.

The Court has preliminarily approved this Settlement as fair, reasonable and adequate, finding it to provide adequate compensation to the Class Members.

**9. What if my Class Vehicle suffered multiple IMS failures?**

If you had multiple repairs or replacements due to IMS related engine damage, you need to submit a Claim Form which identifies each such repair or replacement you believe is eligible for reimbursement under this Settlement.

**HOW YOU GET A REIMBURSEMENT—SUBMITTING A CLAIM FORM**

**10. How can I get a reimbursement?**

For repairs to Class Vehicles conducted prior to the date of **July 17, 2013**, PCNA will reimburse Class Members who paid for IMS related engine damage or replacement repairs and who submit a timely and approved claim for reimbursement. If you have already been reimbursed by PCNA for a repair in the amount provided for in question 8, you will not be entitled to a further benefit for that same repair. If your prior reimbursement for a repair provided a benefit less than that set out in question 8, PCNA shall reimburse you for the difference between the prior reimbursement and the benefit set out in question 8.

Questions? Call the Settlement Administrator at 1-866-254-4760 Toll Free or Visit [www.EisenIMSSettlement.com](http://www.EisenIMSSettlement.com)

To submit a claim for reimbursement, complete and submit the enclosed Claim Form or visit [www.EisenIMSSettlement.com](http://www.EisenIMSSettlement.com) to download the Claim Form or request a Claim Form by calling the toll free Telephone Support line at 1-866-254-4760. A properly completed Claim Form should be postmarked or otherwise transmitted by U.S. Mail, email, facsimile, FedEx or other reputable courier to the Settlement Administrator at: Eisen IMS Settlement, c/o GCG, P.O. Box 35049, Seattle, WA 98124, email: [submission@eisenimssettlement.com](mailto:submission@eisenimssettlement.com), facsimile: 1-614-553-1750 by **no later than October 15, 2013**. Your Claim Form must be accompanied by: (1) a copy of the repair order and/or service documents from a dealership/repair facility which identify the make, model, model year, repair mileage, VIN number of the Class Vehicle, information describing the reason for the repair and the expenses charged by the dealership/repair facility for the IMS related engine repair or replacement; (2) Proof of payment for the IMS related repair which may include customer receipts, credit card statements, cancelled checks and/or bank statements; (3) Proof of payment for out of pocket costs for towing and/or replacement rental vehicle expenses incurred during the time period required for the IMS related repair (up to a cumulative maximum of \$200 may be reimbursed); (4) proof of ownership or lease of the Class Vehicle at the time of the IMS related repair; (5) for an Approved Certified Pre-Owned ("ACPO") claimant, proof of purchase of the vehicle with a ACPO Limited Warranty; and (6) the Class Member's current name, address, email address (if available) and telephone number. Each claim will be subject to review for the purpose of approving or challenging the validity of the claim. If a Class Member does not have the necessary documentation they may seek to obtain this material from their authorized Porsche dealership or Porsche authorized repair facility. If the authorized Porsche dealership is unable to comply with a Class Member's request for documents, the Class Member will advise of any such failure to cooperate in their Claims Form or by contacting Class Counsel directly and Class Counsel may request PCNA to seek cooperation from the authorized Porsche dealer for such documents, and/or for any PCNA documents.

If a Class Member experiences IMS related engine damage in a Class Vehicle *after July 17, 2013*, they shall promptly contact PCNA by calling 1-800-486-9809. If the Class Vehicle is not already at an authorized Porsche dealership, PCNA will direct the customer to deliver the vehicle to an authorized dealership for inspection and review by PCNA and/or the Porsche authorized dealership to determine if an IMS related condition is present. At the time the vehicle is delivered to an authorized Porsche dealership or as soon thereafter as possible, the Class Member shall submit a Claim Form to PCNA or, at PCNA's direction, the authorized Porsche dealership. Once the Claim Form is provided, PCNA will advise the Settlement Administrator to open the Class Member's claim. Within thirty (30) days of delivery of the Claim Form, PCNA will determine if an IMS condition is present and advise both the Class Member and the Settlement Administrator. If PCNA will be paying all or a portion of a claim, it shall also advise the Porsche authorized dealership of the portion to be paid by PCNA pursuant to the terms of this Settlement and the Class Member shall be responsible to the dealership for payment of his or her portion of the remaining share, if any.

**If a Class Member conducts a repair or causes it to occur prior to undertaking all of the steps described above, and the Class Member otherwise makes an IMS claim, PCNA may at its sole discretion, reject that claim, if it is unable for any reason to verify that an IMS condition that required such a repair existed.** No Class Member will be entitled to any payment or reimbursement for any IMS related engine damage or replacement occurring to a Class Vehicle more than ten (10) years after the vehicle was placed in service and the New Car Limited Warranty commenced, or after 130,000 total miles on the vehicle, whichever comes first.

**The parties, their attorneys and/or the Settlement Administrator cannot assume responsibility for forms that are not received.** Class Members who fail to submit valid and timely reimbursement claims cannot obtain payments pursuant to this Settlement Agreement, but will in all other respects be subject to and bound by the provisions and releases of this Settlement Agreement and the Final Approval Order and Judgment entered by the Court.

If a claim is deficient based on review by the Settlement Administrator or PCNA, the Class Member will be given notice by the Settlement Administrator that the Settlement Administrator intends to deny the claim but will give the Class Member an opportunity to cure the claim within thirty (30) days. Notice of the same will also be sent to Class Counsel.

A Class Member whose claim for reimbursement or payment for a past or future repair caused by damage to the IMS is denied or otherwise rejected and who desires review of that decision must proceed according to the following appeal process:

1. The Settlement Class Member must contact Class Counsel at:

Stephen M. Harris, Esq.  
KNAPP, PETERSEN & CLARKE  
550 North Brand Boulevard, Suite 1500  
Glendale, CA 91203  
Tel: 1-818-547-5100  
Email: [info@IMSPorschesettlement.com](mailto:info@IMSPorschesettlement.com)

Questions? Call the Settlement Administrator at 1-866-254-4760 Toll Free or Visit [www.EisenIMSSettlement.com](http://www.EisenIMSSettlement.com)

2. Class Counsel will then contact Porsche's designated counsel:

Yvonne Dalton, Esq.  
LEE, HONG, DEGERMAN, KANG & WAIMEY  
1920 Main Street, Suite 900  
Irvine, CA 92614

3. Class Counsel will be permitted to meet and confer with PCNA regarding any denial of a claim within 30 days after receiving the notice of denial and the claim documentation in dispute.
4. If the dispute cannot be resolved between counsel during that time period, the Class Member's appeal right can be exercised. If the Class Member wants to pursue the claim further, Class Counsel must submit a written appeal of the denial of the claim to the Settlement Administrator and serve a copy on PCNA's designated counsel within thirty (30) days after the meet-and-confer process between counsel is terminated. PCNA will have thirty (30) days from the date of mailing of the appeal claim to mail a written response to the Settlement Administrator.
5. The Settlement Administrator will receive and review the appeal claim and any response from PCNA, confirm the requestor is a Class Member, and decide the issue based on these submissions. The Settlement Administrator's decision will be final and binding.

The Settlement Administrator's fees and costs shall be paid by PCNA.

The Settlement website contains additional details concerning the claims process, the Settlement terms, Claim Forms that may be downloaded, and more details about the appeals process.

#### **11. When will I get my reimbursement?**

The Court will hold a fairness hearing on **December 2, 2013 at 10:00 a.m.**, to decide whether the settlement is fair, reasonable and adequate for the Class members, and if so whether the Settlement should be finally approved by the Court. If Judge Snyder approves the Settlement, there may be appeals. It is always uncertain whether these appeals (if any) can be resolved, and resolving them can take time, perhaps more than a year. Please be patient. However, if the time for filing appeals has expired and there are no appeals, or if there are appeals, and a Final Judgment Approving the Settlement is finally entered after all appeals have thereafter expired, all approved claims will be paid within 90 days thereafter pursuant to terms of the Settlement.

#### **EXCLUDING YOURSELF FROM THIS SETTLEMENT**

If you don't want a reimbursement payment from this Settlement, but you want to keep the right to sue or continue to sue PCNA, on your own, about the legal issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself – or is sometimes referred to as “opting out” of the Settlement Class. If you ask to be excluded from the Settlement, you will receive no reimbursement or payment for a past or future repair caused by damage to the IMS as provided for in this Settlement.

#### **12. How do I get out of this Settlement?**

To exclude yourself from the Settlement, you must send a request for exclusion by mail saying that you want to be excluded from the *Eisen v. Porsche Cars North America, Inc.*, Class. Be sure to include (i) your name, current address, and signature; (ii) identify the model year, VIN number and model of your Class Vehicle, and the approximate date of purchase; (iii) state whether you still own or lease the Class Vehicle; and (iv) specifically state your desire to be excluded from the Settlement Class. You must mail your exclusion request postmarked no later than **October 15, 2013**, to:

Eisen IMS Settlement  
c/o GCG  
P.O. Box 35049  
Seattle, WA 98124

You cannot exclude yourself on the phone or by e-mail. If you ask to be excluded, and you are a prior owner or lessee, you will not get any settlement payment, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue PCNA in the future.

#### **13. What am I giving up to stay in the Class?**

If you are a Settlement Class Member and you do not exclude yourself from the Class, you will be bound by the terms of the Settlement Agreement. You will give up your right to sue PCNA for claims related to this Settlement, excluding

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personal injury claims relating to engine damage or failure due to an IMS. That means you cannot sue, continue to sue, or be part of any other lawsuit against PCNA for claims related to this Settlement. It also means that all of the Court's orders will apply to you and legally bind you.

### THE LAWYERS REPRESENTING YOU

#### 14. Do I have a lawyer in this case?

The Court asked the following attorney and law firm to represent you and other Class Members:

Stephen M. Harris  
KNAPP, PETERSEN & CLARKE  
550 North Brand Boulevard, Suite 1500  
Glendale, CA 91203  
Tel: 818-547-5100  
Email: info@IMSPorschesettlement.com

Together, the lawyers are called Class Counsel. You will not be charged for these lawyers. They will be paid as described below in question 15. If you want to be represented by your own lawyer, you may hire one at your own expense. The contact information for Class Counsel can be found on the Settlement website, at [www.EisenIMSSettlement.com](http://www.EisenIMSSettlement.com), or contacting the Settlement Administrator at 1-866-254-4760.

#### 15. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys' fees and expenses up to \$950,000.00, and \$15,000.00 total for all Class Representatives, (\$3,750.00 to Bruce Eisen, \$3,750.00 to Kymmerli R. Ureda, \$3,750.00 to Lee Smith and \$3,750.00 to Frederick Nelson-Bonebrake) for their services to the Class. The Court may award less than these amounts. PCNA will separately pay the fees and expenses that the Court awards. These amounts will not come out of the funds for reimbursement payments to Class Members. PCNA has agreed not to oppose these fees and expenses. PCNA will also separately pay the costs to administer the Settlement. A copy of Class Counsel's petition for an award of attorneys' fees and expenses and request for incentive awards to Class Representatives will be available at [www.EisenIMSSettlement.com](http://www.EisenIMSSettlement.com) as of November 19, 2013.

### OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the Settlement or some part of it.

#### 16. How do I tell the Court that I do not like the Settlement?

If you are a Class Member, you can object to the Settlement or petition for attorneys' fees if you don't like any part of them. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter saying that you object to the *Eisen v. Porsche Cars North America, Inc.* settlement. Be sure to include: (i) your full name, current address, and telephone number; (ii) identify the model year and VIN of your Class Vehicle; (iii) whether you are a current or prior owner or lessee; (iv) when you purchased the Class Vehicle; (v) a statement of the reasons you object to the Settlement, including legal and factual grounds for your Objection; and (vi) copies of any other documents that you wish to submit in support of your Objections. Any Objection must be postmarked no later than **October 15, 2013** and mailed to the Settlement Administrator at:

Eisen IMS Settlement  
c/o GCG  
P.O. Box 35049  
Seattle, WA 98124

The Settlement Administrator shall be responsible for forwarding all Objections to counsel for PCNA and Class Counsel. Class Counsel will file all timely and valid Objections with the Court. If you do not submit a written comment on the proposed Settlement or application of Class Counsel for incentive awards, attorneys' fees and expenses in accordance with the deadline and procedures set forth above, you will waive your right to be heard at the fairness hearing and to appeal from any order or judgment of the Court concerning this matter.

#### 17. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

Questions? Call the Settlement Administrator at 1-866-254-4760 Toll Free or Visit [www.EisenIMSSettlement.com](http://www.EisenIMSSettlement.com)

## THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak at the hearing, but you do not have to attend the hearing.

### 18. When and where will the Court decide to approve the settlement?

The Court will hold a Fairness Hearing at **10:00 a.m. on December 2, 2013**, at the United States District Court for the Central District of California, 312 North Spring Street, Los Angeles, California 90012, in Courtroom 5 – 2nd Floor. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are Objections, the Court will consider them. Judge Snyder will listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the Settlement. It is not known how long these decisions will take. Please note that the hearing date may change. To verify the hearing date please call 1-866-254-4760 or visit [www.EisenIMSSettlement.com](http://www.EisenIMSSettlement.com).

### 19. Do I have to come to the hearing?

No. Class Counsel will answer questions Judge Snyder may have. But, you are welcome to come to the hearing at your own expense. If you send an Objection, you do not have to come to Court to talk about it. As long as you mailed your written Objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

### 20. May I speak at the hearing?

If you do not exclude yourself, you may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter to the Clerk of the Court saying that it is your “Notice of Intention to Appear in *Eisen v. Porsche Cars North America, Inc.*” Be sure to include your name, address, telephone number and your signature. The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence that you (or your counsel) will present to the Court in connection with the Fairness Hearing. Your Notice of Intention to Appear must be postmarked no later than **October 15, 2013**, and sent to the following parties:

#### Court

Clerk of the Court,  
United States District Court,  
Central District of California  
312 North Spring Street  
Los Angeles, CA 90012

#### Class Counsel

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Any Settlement Class member who does not provide a Notice of Intention to Appear or has not filed an Objection in complete accordance with the deadlines and other specifications set forth in the Notice, will be barred from speaking or otherwise presenting any views at any fairness hearing.

## IF YOU DO NOTHING

### 21. What happens if I do nothing at all?

If you do not submit a Claim Form, you will not get reimbursed through this Settlement for the money you paid out of pocket to repair IMS related engine damage to your Class Vehicle. If you do not exclude yourself from this Settlement, you will not be able to sue PCNA for any claims related to this Settlement in the future and you will be bound by the rulings made in this case.

## GETTING MORE INFORMATION

### 22. Are there more details available about the Settlement?

This Notice summarizes the proposed settlement. More details are in a Settlement Agreement. You can get a copy of the Settlement Agreement by writing to Eisen IMS Settlement, c/o GCG, P.O. Box 35049, Seattle, WA 98124, by calling the toll free number 1-866-254-4760 or by visiting [www.EisenIMSSettlement.com](http://www.EisenIMSSettlement.com). **DO NOT CONTACT THE COURT.**

### 23. How do I get more information?

You can call 1-866-254-4760 toll free; write to the Eisen IMS Settlement, c/o GCG, P.O. Box 35049, Seattle, WA 98124, or visit the website at [www.EisenIMSSettlement.com](http://www.EisenIMSSettlement.com), where you will find answers to common questions about the Settlement, a Claim Form, plus other information to help you determine whether you are a Class Member and whether you are eligible for a reimbursement. You can also contact Class Counsel: Stephen M. Harris of KNAPP, PETERSEN & CLARKE at 550 North Brand Boulevard, Suite 1500 Glendale, CA 91203 or by telephone: 818-547-5100 or email: [info@IMSPorschesettlement.com](mailto:info@IMSPorschesettlement.com).