

**IN THE CIRCUIT COURT OF THE
SEVENTEENTH JUDICIAL CIRCUIT,
IN AND FOR BROWARD COUNTY, FLORIDA**

OFFICE OF THE ATTORNEY GENERAL,)	
STATE OF FLORIDA,)	CASE NO.:
DEPARTMENT OF LEGAL AFFAIRS,)	
)	
)	
Plaintiff,)	
v.)	
)	
ROBERT BOSCH GmbH and ROBERT)	
BOSCH LLC,)	
)	
Defendants.)	

FINAL JUDGMENT AND CONSENT DECREE

Plaintiff, Office of the Attorney General, State of Florida, Department of Legal Affairs (“Attorney General”), filed a Complaint in this action alleging that Robert Bosch GmbH and Robert Bosch LLC (together, “Bosch”) knowingly developed, programmed, or refined emissions control software that its motor vehicle manufacturer clients, Volkswagen (including Volkswagen AG, Audi AG, Volkswagen Group of America, Inc., Audi of America, LLC, Volkswagen Group of America Chattanooga Operations LLC, Dr. Ing. h.c.F. Porsche AG and Porsche Cars North America, Inc.) and Fiat Chrysler (including FCA US LLC, Fiat Chrysler Automobiles N.V., V.M. Motori S.p.A., and V.M. North America, Inc.), implemented with undisclosed auxiliary emission control devices (“AECDS”) and/or unlawful “defeat devices” in certain light-duty diesel passenger vehicles they marketed and sold in the U.S. market;

WHEREAS, the Attorney General alleged that the foregoing conduct violated the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes (2018), which prohibits deceptive acts and practices and false advertising in the conduct of business;

WHEREAS, the Florida Department of Environmental Protection (“DEP”) administers Chapter 403, Florida Statutes (2018), and its implementing rules regulating sources of pollution.

WHEREAS, the Attorney General, along with the Attorneys General and (where relevant) the various environmental enforcement agencies of 49 other States, Commonwealths, and territories formed the Multistate Working Group to investigate Bosch in connection with the emissions of diesel passenger vehicles sold and offered for sale in the U.S. by various motor vehicle manufacturers;

WHEREAS, Bosch has cooperated in the Multistate Working Group’s emissions investigation and, since the initiation of the investigation, has implemented substantially enhanced compliance policies and procedures applicable to its Powertrain Solutions Division, that (i) prohibit the development or calibration, or assistance to an OEM, as that term is defined in Section II herein, in the development or calibration of defeat device software in violation of applicable U.S. state and federal laws; (ii) specify when and how Bosch will evaluate software to determine whether it may operate as a defeat device in violation of applicable state and U.S. laws; and (iii) require Bosch to maintain a record of such evaluations;

WHEREAS, Bosch previously reached a class action settlement agreement between Bosch and private class action plaintiffs in the multidistrict litigation styled as *In re: Volkswagen “Clean Diesel” Marketing, Sales Practices, and Products Liability Litigation*, No. 3:15-md-02672-CRB (N.D. Cal.) (MDL 2672), pursuant to which Bosch made available Two Hundred Seventy-Five Million, Five Hundred Thousand dollars (\$275,500,000) to compensate class members;

WHEREAS, Bosch and the Attorney General and DEP have agreed to resolve the Environmental and UDAP Claims raised by the Covered Conduct, as defined in Section II below, by entering into this Final Judgment and Consent Decree (“Judgment”);

WHEREAS, concurrently with this Judgment, Bosch is entering into consent judgments with identical injunctive provisions with each member of the Multistate Working Group in their respective U.S. state courts, and as part of the relief provided in these settlements, Bosch will pay Ninety-Eight Million, Seven Hundred and Thirteen Thousand, Three Hundred and Seventy Eight dollars (\$98,713,378) to the Multistate Working Group in aggregate, an amount which, according to Bosch, represents disgorgement of multiples of Bosch’s profits and more than all of the revenue Bosch realized on the sale of its electronic control units to Volkswagen and Fiat Chrysler for inclusion in the Diesel Vehicles, as defined in Section II below;

WHEREAS, Bosch has agreed to pay an additional Five Million dollars (\$5,000,000.00) to the National Association of Attorneys General in connection with its settlements with the Multistate Working Group;

WHEREAS, the Bosch, the Attorney General and DEP (“Parties”) have consented to entry of this Judgment for the purpose of avoiding prolonged and costly litigation, and in furtherance of the public interest.

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

I. JURISDICTION AND VENUE

1. Bosch consents to this Court’s continuing subject matter and personal jurisdiction solely for the purposes of entry, enforcement and modification of this Judgment and without waiving its right to contest this Court’s jurisdiction in other matters. This Court retains jurisdiction of this action for the purposes of enforcing or modifying the terms of this Judgment or granting such further relief as the Court deems just and proper.

2. Bosch consents to venue in this Court solely for the purposes of entry, enforcement and modification of this Judgment and does not waive its right to contest this Court's venue in other matters.

3. Bosch hereby accepts and expressly waives any defect in connection with service of process in this action and further consents to service upon the below-named counsel via email of all process in this action.

II. DEFINITIONS

4. Capitalized terms used herein shall have the following meanings (in alphabetical order):

- a. **"Attorney General"** means the Office of the Attorney General, State of Florida, Department of Legal Affairs.
- b. **"Auxiliary emission control device"** or **"AECD"** means "any element of design which senses temperature, vehicle speed, engine RPM, transmission gear, manifold vacuum, or any other parameter for the purpose of activating, modulating, delaying, or deactivating the operation of any part of the emission control system." 40 C.F.R. § 86.1803-01.
- c. **"Bosch"** means Robert Bosch GmbH and Robert Bosch LLC, collectively.
- d. **"Covered Conduct"** means any and all acts or omissions, including all communications, occurring up to and including the Effective Date of this Judgment, relating to Bosch's involvement in providing, modifying, developing, calibrating, and/or engineering the emission control systems for the Diesel Vehicles and for its involvement in

certifying, promoting, marketing, and/or advertising the Diesel Vehicles.

- e. **“Defeat Device”** means an AECD that reduces the effectiveness of a vehicle’s emission control system under conditions which may reasonably be expected to be encountered in normal vehicle operation and use, unless: “(1) Such conditions are substantially included in the Federal emission test procedure; (2) The need for the AECD is justified in terms of protecting the vehicle against damage or accident; (3) The AECD does not go beyond the requirements of engine starting; or (4) The AECD applies only for emergency vehicles,” 40 C.F.R. § 86.1803-01, or “any part or component intended for use with, or as part of, any motor vehicle or motor vehicle engine, where a principal effect of the part or component is to bypass, defeat, or render inoperative any device or element of design installed on or in a motor vehicle or motor vehicle engine in compliance with the Emission Standards for Moving Sources section of the Clean Air Act, and where the person knows or should know that such part or component is being offered for sale or installed for such use or put to such use,” 42 U.S.C. § 7522(a)(3)(B).
- f. **“DEP”** means the Florida Department of Environmental Protection.
- g. **“Diesel Products”** means all Bosch emissions-related software or functions, whether operating individually or in combination with other software or functions, offered, sold or incorporated into diesel-

powered motor vehicles that are offered, marketed, sold or leased in the United States or its territories.

- h. **“Diesel Vehicles”** means those Volkswagen and Fiat Chrysler diesel vehicles listed in Exhibit A that were equipped with a Bosch-supplied electronic diesel control unit and that were sold or offered for sale in, leased or offered for lease in, or introduced or delivered for introduction into commerce in Florida.
- i. **“Effective Date”** means the date on which this Judgment has been signed by the Parties and entered as an order by the Court.
- j. **“Environmental Claims”** means claims DEP asserted or could assert under the Environmental Laws.
- k. **“Environmental Laws”** means any potentially applicable laws and regulations regarding air pollution control from motor vehicles including, without limitation, laws, rules, and/or regulations regarding mobile source emissions, certification, reporting of information, inspection and maintenance of vehicles and/or anti-tampering provisions, together with related common law and equitable claims.
- l. **“Knows”** or **“knowingly”** for purposes of Section IV herein, means possessing actual knowledge of relevant information or acting with deliberate ignorance of relevant information.
- m. **“Multistate Aggregate Payment Amount”** refers to the aggregate Ninety-Eight Million, Seven Hundred and Thirteen Thousand, Three

Hundred and Seventy Eight dollar (\$98,713,378) amount that Bosch has agreed to pay to members of the Multistate Working Group pursuant to the various consent judgments to be filed in the Multistate Working Group's respective U.S. state courts.

- n. **"Multistate Working Group"** means the Attorneys General together with (where relevant) the agencies responsible for enforcing Environmental Laws and UDAP Laws for Alabama, Alaska, Arizona, Arkansas, Colorado, Connecticut, Delaware, the District of Columbia, Florida, Georgia, Guam, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, South Dakota, Tennessee, Utah, Vermont, Virginia, Washington, Wisconsin, and Wyoming.
- o. **"OEM"** means an automotive original equipment manufacturer, including, without limitation, Volkswagen and Fiat Chrysler.
- p. **"Powertrain Solutions Division"** means the division at Bosch named the "Powertrain Solutions" division, which includes the former Gasoline Systems and Diesel Systems divisions, including their former electromobility activities, including any successor unit

that in the future takes on the responsibilities of this division for electronic engine control units.

- q. **“Software”** means all emissions-related software prepared by the Powertrain Solutions Division for incorporation into motor vehicles that are offered, marketed, sold or leased in Florida.
- r. **“UDAP Claims”** means claims or potential claims Florida asserted or could assert under UDAP Laws.
- s. **“UDAP Laws”** means all potentially applicable state consumer protection and unfair trade and deceptive acts and practices laws, including, without limitation, the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes (2018), as well as under federal, state and/or local laws, rules, regulations and/or common law or equitable principles or doctrines.

III. MONETARY RELIEF

5. Without admitting any of the factual or legal allegations in the Complaint, Bosch has agreed to the following relief.

6. Within fifteen (15) business days of entry of this Judgment, Bosch shall pay by wire transfer payable to the Attorney General, \$6,889,500 in accordance with written wiring instructions to be separately provided by the Attorney General to Bosch’s counsel within five (5) business days after entry of this Judgment. The money received by the Attorney General pursuant to this paragraph may be used for purposes that may include, but are not limited to, attorneys’ fees, and other costs of investigation and litigation, or be placed in, or applied to, any consumer protection enforcement or revolving fund, future consumer protection or privacy

enforcement or litigation, consumer education, or for other uses permitted by state law, at the sole discretion of the Attorney General.

7. Within fifteen (15) business days of the date upon which Bosch has made payment to the members of the Multistate Working Group totaling at least half of the Multistate Aggregate Payment Amount (\$49,356,689), Bosch shall pay Five Million dollars (\$5,000,000.00) by wire transfer payable to the National Association of Attorneys General (“NAAG Payment”). The NAAG Payment shall be allocated first, to reimburse the costs and expenses incurred in the Multistate Working Group’s investigation; and second, to the National Attorneys General Training & Research Institute, known as NAGTRI, which serves as NAAG’s research and training arm, in the amount of Two Million dollars (\$2,000,000). Any remaining balance shall be directed to NAAG to advance its mission of facilitating interaction among attorneys general, providing a forum for exchange on subjects of importance to the attorneys general, supporting investigation and enforcement by attorneys general, and fostering local, U.S. state, and federal engagement, cooperation, and communication on legal and law enforcement issues. Bosch shall provide prompt written notice to the Attorney General upon making the NAAG Payment.

IV. INJUNCTIVE RELIEF

Except as otherwise stated herein, Bosch, its officers, agents, employees, and attorneys, and all persons in active concert or participation with them, are hereby permanently enjoined, as follows:

8. In its advertising, marketing or promotion to consumers of its Diesel Products, Bosch shall not make any false, misleading or deceptive statements regarding its Diesel Products.

9. Bosch shall not offer, sell or promote Diesel Products or the vehicles in which they are installed when Bosch knows that those Diesel Products contain Defeat Devices in violation of applicable U.S. state and federal laws.

10. Bosch shall not develop, calibrate, or assist an OEM in developing or calibrating any Software feature or function for a Diesel Product when Bosch knows that (a) the Software feature or function, operating alone or in combination with others, operates as a Defeat Device in violation of applicable U.S. state and federal laws; or (b) the OEM intends to use the Software feature or function as a Defeat Device in violation of applicable U.S. state and federal laws.

11. Bosch shall not represent or assist an OEM in representing to any U.S. regulator that a motor vehicle containing a Diesel Product complies with U.S. emissions laws, when Bosch knows that the Diesel Product contains a Defeat Device in violation of applicable U.S. state and federal laws.

12. Bosch shall not knowingly make a materially false statement or conceal a material fact in any document it provides to an OEM, where Bosch knows that the OEM will include such information in a submission to the U.S. Environmental Protection Agency or the California Air Resources Board for purposes of disclosing an AECD.

13. If, following discussions with an OEM pursuant to the policies and procedures in paragraph 14 of this Judgment (the "Policies and Procedures"), Bosch concludes that such OEM has used a Diesel Product in a motor vehicle as a Defeat Device in violation of applicable U.S. state and federal laws or that an OEM has intentionally failed to disclose an AECD contained in a Diesel Product in violation of applicable U.S. state and federal laws, Bosch shall notify the U.S. Environmental Protection Agency and the California Air Resources Board.

14. To help ensure compliance with its obligations in paragraphs 8 through 13, Bosch shall maintain written Policies and Procedures that:

- a. prohibit the development, calibration, or provision of assistance to an OEM in the development or calibration of any Software feature or function in a Diesel Product in circumstances when Bosch knows that the Software feature or function, operating alone or in combination with any other Software feature or function in a Diesel Product, operates as a Defeat Device in violation of applicable U.S. state and federal laws;
- b. require Bosch to evaluate customer requests made after the Effective Date for new or revised programming of emission-relevant Software features or functions to determine if the OEM intends to use such features or functions, operating alone or in combination with others, as Defeat Devices in violation of applicable U.S. state and federal laws, including, but not limited to, features or functions that may (1) cause a vehicle's emissions control systems to function differently under normal operating conditions than they perform while the vehicle is undergoing regulatory emissions compliance testing, or (2) optimize emission controls solely under conditions that are present during regulatory emissions compliance testing, and to maintain, for a period of five (5) years, a record of any such determinations;
- c. require Bosch to inform an OEM if Bosch has a concern that the OEM has requested that Bosch perform work to program, calibrate,

or otherwise implement a Defeat Device in any Software feature or function in violation of applicable U.S. state and federal laws for use in a motor vehicle to be sold, leased, marketed or offered for sale in the United States, and to discuss the concern with appropriate parties from the OEM prior to completing work on any such feature or function;

- d. require approval by at least two employees with sufficient experience and seniority, in consultation with a compliance representative and/or legal representative and, if necessary, a technical expert, prior to completing work on any feature or function for which Bosch informs an OEM pursuant to paragraph 14(c); and
- e. require Bosch to protect from retaliation any employee who reports on any issue relating to compliance with the enjoined conduct set forth in Section IV herein and the Policies and Procedures set forth in paragraphs 14(a) through (c) herein and otherwise prohibiting retaliation or toleration of retaliation in any form against any employee for making such a report.

15. Bosch shall maintain a stand-alone compliance department that reports to the company's management board, and a compliance organization that, among other things, is responsible for developing and overseeing training of all relevant Bosch personnel on compliance with corporate Policies and Procedures.

16. Bosch shall require all personnel within its Powertrain Solutions Division who are responsible for Software development to attend training on compliance with the Policies and Procedures.

17. Bosch shall ensure that a compliance office and attorneys are responsible for, among other things, providing its Powertrain Solutions Division with guidance on compliance with the Policies and Procedures and that they are readily available to personnel within the Powertrain Solutions Division.

V. REPORTING AND NOTICES

18. Unless otherwise specified in this Judgment, notices and submissions required by this Judgment shall be sent by United States mail, certified mail return receipt requested or other nationally recognized courier service that provides for tracking services and identification of the person signing for the document. The documents shall be sent to the following addresses:

For the State:

Edward Moffitt
Senior Financial Investigator
Multistate and Privacy Bureau
Florida Office of the Attorney General
135 W Central Boulevard
Orlando, FL 32801-2437
Edward.Moffitt@myfloridalegal.com
(407) 845-6388

For Bosch:

Sebastian Biedenkopf
General Counsel, Robert Bosch GmbH
Robert-Bosch-Platz 1
70839 Gerlingen-Schillerhöhe
Germany
Sebastian.Biedenkopf@de.bosch.com

VI. RELEASE

19. Subject to paragraph 21 below, and in consideration of the monetary and non-monetary relief described in Sections III and IV, and upon Bosch's payment of the amount contemplated in paragraphs 6 and 7, the Attorney General releases Bosch, its affiliates and any of Bosch's or its affiliates' former, present or future owners, shareholders, directors, officers, employees, attorneys, parent companies, subsidiaries, predecessors, successors, dealers, agents, assigns and representatives (collectively, the "Released Parties") from all UDAP Claims arising from or related to the Covered Conduct or to any conduct alleged in the Complaint, including, without limitation, penalties, fines or other monetary payments.

20. Subject to paragraph 21 below, and in consideration of the monetary and non-monetary relief described in Sections III and IV, and upon Bosch's payment of the amount contemplated in paragraphs 6 and 7, the DEP releases the Released Parties from all Environmental Claims arising from or related to the Covered Conduct or to any conduct alleged in the Complaint, including, without limitation, penalties, fines or other monetary payments.¹

21. The Attorney General and DEP reserves, and this Judgment is without prejudice to, all claims, rights, and remedies against the Released Parties, and Bosch reserves, and this Judgment is without prejudice to, all defenses with respect to all matters not expressly released in paragraph 19 and 20 above, including, without limitation:

- a. any claims arising under Florida tax laws;
- b. any claims arising under Florida antitrust laws;
- c. any claims arising under Florida insurance laws;

¹ The DEP has executed this release of Environmental Claims, without altering its terms or meaning, by way of the "Release of Claims" filed contemporaneously with this Judgment.

- d. any claims arising under Florida securities laws;
- e. any criminal liability;
- f. any claims related to any OEM other than Volkswagen or Fiat Chrysler;
- g. any claims unrelated to the Covered Conduct; and
- h. any action to enforce this Judgment and subsequent, related orders or judgments.

VII. MISCELLANEOUS

22. The provisions of this Judgment shall be construed in accordance with the laws of Florida.

23. This Judgment is made without trial or adjudication of any issue of fact or law.

24. Nothing in this Judgment shall limit or expand the Attorney General or the DEP's right to obtain information, documents or testimony from Bosch pursuant to any state or federal law, regulation or rule concerning the claims not released by this Judgment, concerning potential claims against any person or entity other than Bosch, or to evaluate Bosch's compliance with the obligations set forth in this Judgment.

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

26. Nothing in this Judgment constitutes or shall be construed as an agreement or concession that knowledge or any other state of mind is a required element of any claim brought by the Attorney General or the DEP against Bosch or any other person or entity.

27. Nothing in this Judgment releases any private rights of action asserted by entities or persons not releasing claims under this Judgment, nor does this Judgment limit any defense available to Bosch in any such action.

28. This Judgment shall be enforceable by the Attorney General and the DEP, acting together or separately.

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

30. This Judgment, which constitutes a continuing obligation, is binding upon the Attorney General, DEP, Bosch and any of Bosch's respective successors, assigns or other entities or persons otherwise bound by law.

31. The Parties agree not to challenge the entry of the Judgment and waive all rights of appeal.

32. Consent to this Judgment does not constitute an approval by the Attorney General of Bosch's business acts and practices, and Bosch shall not represent this Judgment as such an approval.

33. Bosch shall not take any action or make any statement denying, directly or indirectly, the propriety of the Judgment by expressing the view that the Judgment or its substance is without factual basis. Nonetheless, Bosch's agreement to entry of this Judgment is not an admission of liability or of any facts alleged in the Judgment or in the Complaint. Bosch

is entering into this Judgment solely for the purpose of settlement, and nothing contained herein may be taken as or construed to be an admission, concession, finding, or conclusion of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, all of which Bosch expressly denies. Further, nothing in this Judgment affects Bosch's right to take or adopt any legal or factual position or defense in any other litigation or proceeding, or to cite or enforce the terms of the Release in Section VI.

34. Nothing in this Judgment shall create or give rise to a private right of action of any kind or create any right in a non-party to enforce any aspect of this Judgment or claim any legal or equitable injury for a violation of this Judgment. The exclusive right to enforce any violation or breach of this Judgment shall be with the Parties to this Judgment and the Court.

35. Nothing in this Judgment shall relieve Bosch of its obligation to comply with all U.S. federal, state, and local laws and regulations.

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

37. If any portion of this Judgment is held illegal, invalid, or unenforceable, the remaining terms of this Judgment shall not be affected and shall remain in full force and effect.

38. Bosch shall not participate, directly or indirectly, in any activity or form a separate entity or corporation for the purpose of engaging in acts or practices in whole or in part in the State of Florida that are prohibited by this Judgment or for any other purpose that would otherwise circumvent any term of this Judgment.

39. If the Attorney General or DEP determines that Bosch made any material misrepresentation or omission relevant to the resolution of this investigation, the Attorney General and DEP retain the right to seek to either modify or set aside this Judgment.

40. Any filing fees or other court costs incurred in connection with this action are to be paid by Bosch.

41. Each of the persons who signs his/her name below affirms that he/she has the authority to execute this Judgment on behalf of the Party whose name appears next to her/his signature and that this Judgment is a binding obligation enforceable against said Party under Florida law. The signatory from the Attorney General represents that he/she has the authority to execute this Judgment on behalf of the Attorney General and the signatory from DEP represents he/she has the authority to execute this Judgment on behalf of DEP and that this Judgment is a binding obligation enforceable against the Attorney General and DEP under Florida law.

SO ORDERED, ADJUDGED AND DECREED

Judge

Date


**FOR PLAINTIFF OFFICE OF THE ATTORNEY GENERAL, STATE OF FLORIDA,
DEPARTMENT OF LEGAL AFFAIRS**

ASHLEY MOODY
ATTORNEY GENERAL

By: 

Patrice Malloy
Chief, Multi-State and Privacy Bureau
Florida Bar No. 137911
Office of the Attorney General
110 Southeast 6th Street
Fort Lauderdale, FL 33301

Date: 3/13/2019

By: 

Gregory Sadowski
Assistant Attorney General
Multi-State and Privacy Bureau
Florida Bar No. 101960
Office of the Attorney General
110 Southeast 6th Street
Fort Lauderdale, FL 33301

Date: 3/13/19

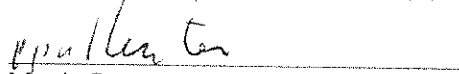
ROBERT BOSCH GmbH

Date: 11.03.2019

By:



Sebastian Biedenkopf
General Counsel, Robert Bosch GmbH



Martin Reuter
Vice President Corporate Legal

ROBERT BOSCH LLC

Date: _____

By:

Erik Dyhrkopp
General Counsel Americas

Maximiliane Straub
Chief Financial Officer & Executive
Vice President—Finance, Controlling &
Administration

Counsel for Robert Bosch GmbH & Robert
Bosch LLC

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DAVID E. BRODSKY
JENNIFER KENNEDY PARK
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One Liberty Plaza
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Telephone: (212) 225-2000

ROBERT BOSCH GmbH

Date: _____

By:

Sebastian Biedenkopf
General Counsel, Robert Bosch GmbH

Martin Reuter
Vice President Corporate Legal

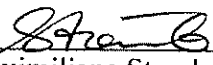
ROBERT BOSCH LLC

Date: March 11, 2019

By:



Erik Dyhrköpp
General Counsel Americas



Maximiliane Straub
Chief Financial Officer & Executive
Vice President—Finance, Controlling &
Administration

Counsel for Robert Bosch GmbH & Robert
Bosch LLC

MATTHEW D. SLATER
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One Liberty Plaza
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Telephone: (212) 225-2000

ROBERT BOSCH GmbH

Date: _____

By:

Sebastian Biedenkopf
General Counsel, Robert Bosch GmbH

Martin Reuter
Vice President Corporate Legal

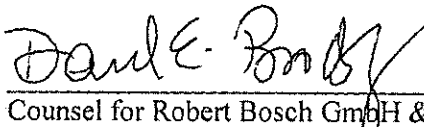
ROBERT BOSCH LLC

Date: _____

By:

Erik Dyhrkopp
General Counsel Americas

Maximiliane Straub
Chief Financial Officer & Executive
Vice President—Finance, Controlling &
Administration



Counsel for Robert Bosch GmbH & Robert
Bosch LLC

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One Liberty Plaza
New York, New York, 10006
Telephone: (212) 225-2000

**IN THE CIRCUIT COURT OF THE
SEVENTEENTH JUDICIAL CIRCUIT,
IN AND FOR BROWARD COUNTY, FLORIDA**

OFFICE OF THE ATTORNEY GENERAL,)	CASE NO.:
STATE OF FLORIDA)	
DEPARTMENT OF LEGAL AFFAIRS,)	
)	
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Plaintiff,)	
v.)	
)	
ROBERT BOSCH GmbH and ROBERT)	
BOSCH LLC,)	
)	
Defendants.)	

RELEASE OF CLAIMS

1. Subject to the Final Judgement and Consent Decree in *Office of the Attorney General, State of Florida Department of Legal Affairs, v. Robert Bosch GmbH and Robert Bosch LLC, (Consent Decree)*, and in consideration of the monetary and non-monetary relief described the Consent Decree, and upon Robert Bosch GmbH and Robert Bosch, LLC's (Bosch's) payment of the amount contemplated in the Consent Decree, the Department of Environmental Protection (DEP) releases Bosch, its affiliates and any of Bosch's or its affiliates' former, present or future owners, shareholders, directors, officers, employees, attorneys, parent companies, subsidiaries, predecessors, successors, dealers, agents, assigns and representatives, from all potential environmental claims under applicable laws and regulations regarding air pollution control from motor vehicles including, without limitation, laws, rules, and/or regulations regarding mobile source emissions, certification, reporting of information, inspection and maintenance of vehicles and/or anti-tampering provisions, together with related common law and equitable claims arising from or related to the any and all acts or omissions, including all communications, occurring up to and including the Effective Date of this Release, relating to

Bosch's involvement in providing, modifying, developing, calibrating, and/or engineering the emission control systems for the Volkswagen and Fiat Chrysler diesel vehicles listed in Exhibit A (Diesel Vehicles) to the Consent Decree and for its involvement in certifying, promoting, marketing, and/or advertising the Diesel Vehicles.

2. The provisions of this Release shall be construed in accordance with the laws of Florida.

3. Nothing in this Release shall limit or expand the DEP's right to obtain information, documents or testimony from Bosch pursuant to any state or federal law, regulation or rule concerning the claims not released by this Release, concerning potential claims against any person or entity other than Bosch, or to evaluate Bosch's compliance with the obligations set forth in this Release.

4. Nothing in this Release releases any private rights of action asserted by entities or persons not releasing claims under this Release, nor does this Release limit any defense available to Bosch in any such action.

5. This Release, which constitutes a continuing obligation, is binding upon the DEP, Bosch and any of Bosch's respective successors, assigns or other entities or persons otherwise bound by law.

6. Nothing in this Release shall relieve Bosch of its obligation to comply with all U.S. federal, state, and local laws and regulations.

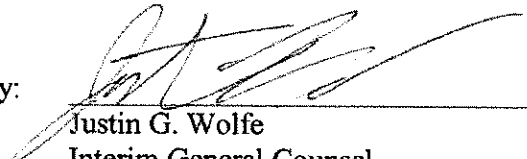
7. Nothing in this Release shall be construed to waive any claims of sovereign immunity any party may have in any action or proceeding.

8. If the DEP determines that Bosch made any material misrepresentation or omission relevant to the resolution of this investigation, the DEP retain the right to seek to either modify or set aside this Release.

9. The signatory from DEP represents he has the authority to execute this release on behalf of DEP and that this Release is a binding obligation enforceable against the DEP under Florida law.

FOR FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By:


Justin G. Wolfe
Interim General Counsel

Date:

2/14/19