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**NO FEE PURSUANT TO GOV.
CODE SECTION 6103**

9 *Attorneys for Plaintiff, the People of the State of*
10 *California*

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF SAN DIEGO

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14
15 **THE PEOPLE OF THE STATE OF**
16 **CALIFORNIA,**

17 Plaintiff,

18 v.

19 **ROBERT BOSCH GmbH and ROBERT**
20 **BOSCH LLC,**

21 Defendants.

Case No.

**STIPULATION FOR ENTRY OF FINAL
JUDGMENT AND PERMANENT
INJUNCTION**

22
23 Plaintiff, the People of the State of California (“Plaintiff” or the “People”), acting by and
24 through Rob Bonta, Attorney General of the State of California (“the California Attorney
25 General”), and the California Air Resources Board (“CARB”), and Defendants Robert Bosch
26 GmbH and Robert Bosch LLC (collectively “Bosch” or “Defendants”) hereby stipulate as
27 follows:
28

1 1. The Final Judgment (“Judgment”), a true and correct copy of which is attached to
2 this Stipulation for Entry of Final Judgment (“Stipulation”) as Exhibit 1, may be entered in this
3 matter.

4 2. Concurrently with the filing of this Stipulation, Plaintiff filed a complaint in this
5 action (the “Complaint”) against Defendants, alleging in relevant part that Bosch knowingly
6 developed, programmed, or refined emissions control software that its motor vehicle
7 manufacturer clients, Volkswagen (including Volkswagen AG, Audi AG, Volkswagen Group of
8 America, Inc., Audi of America, LLC, Volkswagen Group of America Chattanooga Operations
9 LLC, Dr. Ing. h.c.F. Porsche AG and Porsche Cars North America, Inc.) and Fiat Chrysler
10 (including FCA US LLC, Fiat Chrysler Automobiles N.V. (now known as Stellantis N.V.), V.M.
11 Motori S.p.A., and V.M. North America, Inc.), implemented with undisclosed auxiliary emission
12 control devices (“AECDS”) and/or unlawful “defeat devices” in certain light-duty diesel
13 passenger vehicles they marketed and sold in California (the “Subject Vehicles”), and that Bosch
14 substantially assisted in deceptive conduct towards consumers regarding the legal compliance and
15 environmental suitability of the Subject Vehicles while also engaging in its own
16 misrepresentations and omissions with respect to its Engine Control Units (“ECUs”) and the
17 Subject Vehicles.

18 3. Plaintiff alleged that through the foregoing conduct Defendants violated California
19 Health and Safety Code §§ 43151, 43152, 43153, California Civil Code section 3494, and
20 California Business and Professions Code §§ 17200 et seq., 17500 et seq., and 17580.5 (the
21 “California Claims”). The Complaint seeks, among other things, civil penalties, injunctive relief,
22 abatement, costs, and other equitable relief related to the presence of the undisclosed AECDS
23 and/or defeat devices in the Subject Vehicles.

24 4. Defendants have cooperated in Plaintiff’s emissions investigation and, since the
25 initiation of the investigation, have implemented substantially enhanced compliance policies and
26 procedures applicable to its Powertrain Solutions Division, that: (i) prohibit the development or
27 calibration, or assistance to an OEM, as that term is defined in Section II of the Judgment, in the
28 development or calibration, of defeat device software in violation of applicable California and

1 federal laws; (ii) specify when and how Defendants will evaluate software to determine whether it
2 may operate as a defeat device in violation of applicable California and U.S. laws; and (iii)
3 require Defendants to maintain a record of such evaluations.

4 5. Defendants and the People of the State of California (together, the “Parties”) have
5 agreed to resolve the California Claims by entering into this Stipulation and Judgment.

6 6. Nothing in this Stipulation and Judgment shall constitute an admission of any fact
7 or law by any Party, including as to any factual or legal assertion set forth in the Complaint,
8 except for the purpose of enforcing the terms or conditions set forth herein.

9 7. The Parties recognize that this Stipulation and Judgment have been negotiated by
10 the Parties in good faith and will avoid litigation among the Parties regarding certain aspects of
11 the California Claims, and that this Stipulation and Judgment are fair, reasonable, and in the
12 public interest.

13 8. Plaintiff and Defendants, by their counsel, have agreed to the entry of the
14 Judgment by the Court without trial or adjudication of any issue of fact or law, and without
15 admission by any party.

16 9. For purposes of entry, enforcement, and modification of this Stipulation and
17 Judgment only, Defendants consent to this Court’s jurisdiction over the subject matter of this
18 lawsuit and over all parties to this action and consent to venue in this Court. Defendants reserve
19 their right to challenge venue or jurisdiction in any matter that does not arise from the entry,
20 enforcement, or modification of the Stipulation and Judgment.

21 10. The terms of this Stipulation and Judgment shall be governed by the laws of the
22 State of California.

23 11. Nothing in this Stipulation and Judgment constitutes or shall be construed as an
24 agreement or concession that knowledge or any other state of mind is a required element of any
25 claim brought by Plaintiff against Defendants or any other person or entity.

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

1 13. Consent to this Judgment does not constitute an approval by Plaintiff of
2 Defendants' business acts and practices, and Defendants shall not represent this Judgment as such
3 an approval.

4 14. Defendants shall not take any action or make any statement denying, directly or
5 indirectly, the propriety of the Judgment by expressing the view that the Judgment or its
6 substance is without factual basis. Nonetheless, Defendants' agreement to entry of the Judgment
7 is not an admission of liability or of any facts alleged in the Judgment or in the Complaint.
8 Defendants are entering into the Judgment solely for the purpose of settlement, and nothing
9 contained herein may be taken as or construed to be an admission, concession, finding, or
10 conclusion of any violation of law, rule, or regulation, or of any other matter of fact or law, or of
11 any liability or wrongdoing, all of which Defendants expressly deny. Further, nothing in the
12 Judgment affects Defendants' right to take or adopt any legal or factual position or defense in any
13 other litigation or proceeding, or to cite or enforce the terms of the Release in Section VI of the
14 Judgment.

15 15. If Plaintiff determines that Defendants made any material misrepresentation or
16 omission relevant to the resolution of this investigation, Plaintiff retains the right to seek to either
17 modify or set aside the Judgment.

18 16. This Stipulation and Judgment represent the full and complete terms of the
19 settlement entered into by the Parties hereto. The Parties acknowledge that no other promises,
20 representations, or agreements of any nature have been made or entered into by the Parties. The
21 Parties further acknowledge that this Stipulation and Judgment constitute a single and entire
22 agreement that is not severable or divisible, except that if a provision herein is found to be legally
23 insufficient or unenforceable, the remaining provisions shall continue in full force and effect. In
24 any action undertaken by the Parties, no prior versions of this Stipulation and Judgment and no
25 prior versions of any of its terms that were not entered by the Court in the Judgment may be
26 introduced for any purpose whatsoever.

27 17. This Stipulation may be executed in counterparts, and a facsimile or .pdf signature
28 shall be deemed to be, and shall have the same force and effect as, an original signature.

1 18. Defendants acknowledge that they have waived service of the Summons and
2 Complaint, have read the Judgment, and are aware of their right to a trial in this matter and have
3 waived the same.


4 19. The Judgment may be entered by any judge of the San Diego Superior Court.
5 Plaintiff may submit the Judgment to any judge of the Superior Court for approval and signature,
6 based on the stipulation, during the Court's ex parte calendar or on any other ex parte basis,
7 without notice to or appearance by Defendants; and Defendants hereby waive its notice and right
8 to appear.

9 20. Each of the persons who signs his/her name below affirms that he/she has the
10 authority to execute this Stipulation on behalf of the Party whose name appears next to her/his
11 signature and that this Stipulation and Judgment is a binding obligation enforceable against said
12 Party under California law.

13
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15 Dated: November 4, 2022

Respectfully Submitted,

16 ROB BONTA
17 Attorney General of California
18 NICKLAS A. AKERS
19 Senior Assistant Attorney General

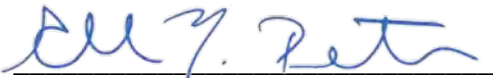
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21 _____
22 JON WORM

23 JUDITH FIORENTINI
24 Supervising Deputy Attorneys General
25 LAUREL M. CARNES
26 Deputy Attorney General
27 *Attorneys for the People of the State of*
28 *California*

(Additional signatures on next page)

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Dated: November 3 , 2022



ELLEN M. PETER
Chief Counsel
California Air Resources Board

Dated: November 3 , 2022



STEVEN S. CLIFF, PH.D
Executive Officer
California Air Resources Board

Dated: , 2022

ROBERT BOSCH GMBH
ROBERT-BOSCH-PLATZ 1
70839 GERLINGEN-SCHILLERHÖHE
GERMANY

Dated: , 2022

ROBERT BOSCH GMBH
ROBERT-BOSCH-PLATZ 1
70839 GERLINGEN-SCHILLERHÖHE
GERMANY

Dated: , 2022

ROBERT BOSCH LLC
3800 HILLS TECH DRIVE
FARMINGTON HILLS, MICHIGAN 48331

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Dated: , 2022

ELLEN M. PETER
Chief Counsel
California Air Resources Board

Dated: , 2022

STEVEN S. CLIFF, PH.D
Executive Officer
California Air Resources Board

Dated: , 2022

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ROBERT BOSCH GMBH
ROBERT-BOSCH-PLATZ 1
70839 GERLINGEN-SCHILLERHÖHE
GERMANY

Dated: , 2022

ROBERT BOSCH GMBH
ROBERT-BOSCH-PLATZ 1
70839 GERLINGEN-SCHILLERHÖHE
GERMANY

Dated: , 2022

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ROBERT BOSCH LLC
3800 HILLS TECH DRIVE
FARMINGTON HILLS, MICHIGAN 48331

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Dated: , 2022

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Digitally signed by pki, BOSCH,
US, E, R, Erik.Dyhrkopp
Date: 2022.10.20 07:31:44
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ROBERT BOSCH LLC
3800 HILLS TECH DRIVE
FARMINGTON HILLS, MICHIGAN 48331

Dated: , 2022

JENNIFER KENNEDY PARK
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Dated: _____, 2022

ROBERT BOSCH LLC
3800 HILLS TECH DRIVE
FARMINGTON HILLS, MICHIGAN 48331



Dated: _____, 2022

JENNIFER KENNEDY PARK
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1841 PAGE MILL RD., SUITE 250
PALO ALTO, CA 94304

EXHIBIT 1

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

THE PEOPLE OF THE STATE OF CALIFORNIA,

Plaintiff,

v.

ROBERT BOSCH GmbH and ROBERT BOSCH LLC,

Defendants.

Case No.
FINAL JUDGMENT AND PERMANENT INJUNCTION

Plaintiff, the People of the State of California (“Plaintiff” or the “People”), having filed its Complaint and appearing by and through Rob Bonta, Attorney General of the State of California (“the California Attorney General”), and the California Air Resources Board (“CARB”); and Defendants Robert Bosch GmbH and Robert Bosch LLC (collectively “Bosch” or “Defendants”), have stipulated (“Stipulation”) to the entry of this Final Judgment and Permanent Injunction (“Judgment”) by the Court as follows:

WHEREAS, Plaintiff filed a complaint in this action (the “Complaint”) against Defendants, alleging in relevant part that Bosch knowingly developed, programmed, or refined

1 emissions control software that its motor vehicle manufacturer clients, Volkswagen (including
2 Volkswagen AG, Audi AG, Volkswagen Group of America, Inc., Audi of America, LLC,
3 Volkswagen Group of America Chattanooga Operations LLC, Dr. Ing. h.c.F. Porsche AG and
4 Porsche Cars North America, Inc.) and Fiat Chrysler (including FCA US LLC, Fiat Chrysler
5 Automobiles N.V. (now known as Stellantis N.V.), V.M. Motori S.p.A., and V.M. North
6 America, Inc.), implemented with undisclosed auxiliary emission control devices (“AECDS”)
7 and/or unlawful Defeat Devices (as defined below) in certain light-duty diesel passenger vehicles
8 they marketed and sold in California (the “Subject Vehicles,” as specifically defined below), and
9 that Bosch substantially assisted in deceptive conduct towards consumers regarding the legal
10 compliance and environmental suitability of the Subject Vehicles while also engaging in its own
11 misrepresentations and omissions with respect to its ECUs and the Subject Vehicles;

12 WHEREAS, Plaintiff alleged that through the foregoing conduct Bosch violated
13 California Health and Safety Code §§ 43151, 43152, and 43153, California Civil Code section
14 3494, and California Business and Professions Code §§ 17200 et seq., 17500 et seq., and 17580.5.
15 The Complaint seeks, among other things, civil penalties, injunctive relief, abatement, costs, and
16 other equitable relief related to the presence of the undisclosed AECDS and/or Defeat Devices in
17 the Subject Vehicles;

18 WHEREAS, Bosch and the State of California (together, the “Parties”) have agreed to
19 resolve the California Claims by entering into this Judgment;

20 WHEREAS, nothing in this Judgment shall constitute an admission of any fact or law by
21 any Party, including as to any factual or legal assertion set forth in the Complaint, except for the
22 purpose of enforcing the terms or conditions set forth herein;

23 WHEREAS, the Parties recognize, and the Court by entering this Judgment finds, that this
24 Judgment has been negotiated by the Parties in good faith and will avoid litigation among the
25 Parties regarding certain aspects of the California Claims, and that this Judgment is fair,
26 reasonable, and in the public interest;

27 WHEREAS, the terms of this Judgment shall be governed by the laws of the State of
28 California;

1 WHEREAS, this Judgment may be signed by any judge of the San Diego Superior Court;
2 and,

3 NOW, THEREFORE, before the taking of any testimony, without the adjudication of any
4 issue of fact or law, and with the consent of the Parties, the Court having considered the pleadings
5 and the Stipulation executed by the Plaintiff and Defendants filed herewith, and good cause
6 appearing, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

7 **I. PARTIES AND JURISDICTION**

8 1. Plaintiff is the People of the State of California, acting by and through Rob Bonta,
9 Attorney General of the State of California, and the California Air Resources Board, represented
10 by the California Attorney General.

11 2. Robert Bosch GmbH is a German multinational engineering electronics company
12 headquartered in Gerlingen, Germany. Robert Bosch GmbH is the parent company of Robert
13 Bosch LLC.

14 3. Robert Bosch LLC is a Delaware limited liability company with its principal place
15 of business located at 38000 Hills Tech Dr., Farmington Hills, Michigan. Robert Bosch LLC is
16 an indirect wholly-owned subsidiary of Robert Bosch GmbH.

17 4. For purposes of entry, enforcement, and modification of this Stipulation and
18 Judgment only, Defendants consent to this Court's jurisdiction over the subject matter of this
19 lawsuit and over all parties to this action and consent to venue in this Court. Defendants reserve
20 their right to challenge venue or jurisdiction in any matter that does not arise from the entry,
21 enforcement, or modification of the Stipulation and Judgment.

22 **II. DEFINITIONS**

23 5. For purposes of this Final Judgment, the following definitions apply:

24 A. "Auxiliary Emission Control Device" or "AECD" has the meaning set forth in
25 40 C.F.R. § 86.1803-01 as of the Effective Date.

26 B. "Bosch" means Defendants Robert Bosch GmbH and Robert Bosch LLC.

27 C. "CARB" means the California Air Resources Board.

28

1 D. "California" means Plaintiff the People of the State of California, acting by and
2 through Rob Bonta, Attorney General of the State of California, and the California Air
3 Resources Board, represented by the California Attorney General.

4 E. "California Claims" means: (1) all civil claims for relief that were brought or
5 could be brought by the California Attorney General under California Civil Code section 3494
6 seeking abatement of a public nuisance and under California Business and Professions Code §§
7 17200 et seq., 17500 et seq., and 17580.5, or under any other consumer protection, unfair trade
8 and deceptive acts and practices laws, including any such claims in common law or equity,
9 arising from or related to the Covered Conduct concerning the Subject Vehicles, including for
10 civil penalties, costs, fines, other monetary payments, and injunctive relief; and (2) all claims
11 for relief that were brought or could be brought by the People of the State of California by and
12 through the California Air Resources Board under California Health and Safety Code §§ 43151,
13 43152, and 43153, or under any other potentially applicable laws and regulations regarding air
14 pollution control from motor vehicles that could be asserted by and through the California Air
15 Resources Board, including, without limitation, laws, rules, and/or regulations regarding mobile
16 source emissions, certification, reporting of information, together with related common-law and
17 equitable claims, arising from or related to the Covered Conduct concerning the Subject
18 Vehicles.

19 F. "Covered Conduct" means any and all acts or omissions, including all
20 communications, occurring up to and including the Effective Date of this Judgment, relating to
21 Bosch's involvement in providing, installing, modifying, developing, calibrating, and/or
22 engineering the emission control systems for the Subject Vehicles, including concealing or
23 failing to disclose the design, installation, or presence of a Defeat Device in any Subject
24 Vehicle, and for its involvement in certifying, promoting, marketing, and/or advertising the
25 Subject Vehicles.

26 G. "Defeat Device" has the meaning set forth in 40 C.F.R. § 86.1803-01 as of the
27 Effective Date.

1 H. “Diesel Products” means all Bosch emissions-related Software or functions,
2 whether operating individually or in combination with other Software or functions, offered,
3 sold, or incorporated into diesel-powered motor vehicles that are offered, marketed, sold, or
4 leased in California.

5 I. “Effective Date” means the date on which this Judgment has been signed by the
6 Parties and entered as an order by the Court.

7 J. “Knows” or “knowingly” for purposes of Section II herein, means possessing
8 actual knowledge of relevant information or acting with deliberate ignorance of relevant
9 information.

10 K. “OEM” means an automotive original equipment manufacturer, including
11 without limitation Volkswagen AG and Stellantis N.V. (the successor to Fiat Chrysler
12 Automobiles N.V.), as well as any subsidiaries and successor entities.

13 L. “Parties” shall mean Robert Bosch GmbH, Robert Bosch LLC, and the People of
14 the State of California.

15 M. “Powertrain Solutions Division” means the division at Bosch named the
16 “Powertrain-Solutions” division, which includes the former Gasoline Systems and Diesel
17 Systems divisions, including their former electromobility activities, including any successor
18 unit that in the future takes on the responsibilities of this division for electronic engine control
19 units.

20 N. “Software” means all emissions-related software prepared by the Powertrain
21 Solutions Division for incorporation into motor vehicles that are offered, marketed, sold or
22 leased in California.

23 O. “Subject Vehicles” means those Volkswagen and Fiat Chrysler diesel vehicles
24 listed in Exhibit A that were equipped with a Bosch-supplied electronic diesel control unit and
25 that were sold or offered for sale in, leased or offered for lease in, or introduced or delivered for
26 introduction into commerce in California.

1 **III. INJUNCTIVE PROVISIONS**

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

5 A. Engaging in acts or practices that violate California Business and Professions
6 Code section 17200.

7 B. Engaging in acts or practices that violate California Business and Professions
8 Code section 17500.

9 C. Engaging in acts or practices that violate California Business and Professions
10 Code section 17580.5.

11 D. In its advertising, marketing, or promotion to consumers of its Diesel Products,
12 or the vehicles in which they are installed, Bosch shall not make any false, misleading or
13 deceptive statements regarding its Diesel Products.

14 E. Bosch shall not offer, sell, distribute, advertise, market, or promote Diesel
15 Products or the vehicles in which they are installed when Bosch knows that those Diesel
16 Products contain a Defeat Device in violation of applicable California or federal laws.

17 F. Bosch shall not knowingly assist others to make any representation prohibited by
18 this Judgment.

19 G. Bosch shall not develop, calibrate, or assist an OEM in developing or calibrating
20 any Software feature or function for a Diesel Product when Bosch knows that (a) the Software
21 feature or function, operating alone or in combination with others, operates as a Defeat Device
22 in violation of applicable California or federal laws; or (b) the OEM intends to use the Software
23 feature or function as a Defeat Device in violation of applicable California or federal laws.

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

1 I. Bosch shall not knowingly make a materially false statement or conceal a
2 material fact in any document it provides to an OEM, where Bosch knows that the OEM will or
3 has included such information in a submission to CARB for purposes of disclosing an AECD.

4 7. If, following discussions with an OEM pursuant to the policies and procedures in
5 paragraph 8 of this Judgment (the “Policies and Procedures”), Bosch concludes that such OEM
6 will use or has used a Diesel Product in a motor vehicle as a Defeat Device in violation of
7 applicable California or federal laws or that an OEM has failed to disclose an AECD contained in
8 a Diesel Product in violation of applicable California or federal laws, Bosch shall notify the
9 California Attorney General and CARB within 30 days.

10 8. To help ensure compliance with its obligations in paragraphs 6 and 7, Bosch shall
11 maintain written Policies and Procedures that:

12 A. prohibit the development, calibration, or provision of assistance to an OEM in
13 the development or calibration of any Software feature or function in a Diesel Product in
14 circumstances when Bosch knows that the Software feature or function, operating alone or in
15 combination with any other Software feature or function in a Diesel Product, operates as a
16 Defeat Device in violation of applicable California or federal laws;

17 B. require Bosch to evaluate OEM requests made after the Effective Date for new
18 or revised programming of emission-relevant Software features or functions to determine, if the
19 OEM intends to use such features or functions, whether operating alone or in combination with
20 others, to either recognize when a vehicle is being tested in any regulatory test procedure, or to
21 operate as a Defeat Device in violation of applicable California or federal laws, including, but
22 not limited to, features or functions that may (1) cause a vehicle’s emissions control systems to
23 function differently under normal operating conditions than they perform while the vehicle is
24 undergoing regulatory emissions compliance testing, or (2) optimize emission controls solely
25 under conditions that are present during regulatory emissions compliance testing. Bosch shall
26 also maintain, for a period of five (5) years, a record of any such requests and determinations;

27 C. require Bosch to inform an OEM if Bosch has a concern that the OEM has
28 requested that Bosch perform work to program, calibrate, or otherwise implement a Defeat

1 Device in any Software feature or function in violation of applicable California or federal laws
2 for use in a motor vehicle to be sold, leased, marketed, or offered for sale in the United States,
3 and to discuss the concern with appropriate parties from the OEM prior to completing work on
4 any such feature or function;

5 D. require approval by at least two employees with sufficient experience and
6 seniority, in consultation with a compliance representative and/or legal representative and, if
7 necessary, a technical expert, prior to completing work on any feature or function for which
8 Bosch informs an OEM pursuant to paragraph 8(c); and,

9 E. require Bosch to protect from retaliation any employee who reports on any issue
10 relating to compliance with the enjoined conduct set forth in Section III herein and the Policies
11 and Procedures set forth in paragraphs 8(a) through (c) herein and otherwise prohibiting
12 retaliation or toleration of retaliation in any form against any employee for making such a
13 report.

14 F. require employees creating or modifying engine control unit Software intended
15 for inclusion in a vehicle sold, or offered or intended to be sold or offered, for sale or
16 distribution in the United States and that is anticipated to be the subject of any filing with
17 CARB to a) disclose, in the documentation for the Software, for; and to b) maintain a written
18 record of, any newly developed or changed feature in Diesel Products that is known to detect
19 emissions testing. If Bosch engages contractors to undertake the work described in this
20 subparagraph, Bosch will require those contractors to have policies and procedures in place to
21 ensure Bosch's compliance with this subparagraph.

22 9. Bosch shall maintain a whistleblowing system that can be accessed by employees
23 of the Powertrain Solutions Division and third parties to report possible violations of the Policies
24 and Procedures referenced herein.

25 10. Bosch shall maintain (1) a stand-alone compliance department that reports to the
26 company's management board and (2) a compliance organization that, among other things, is
27 responsible for developing and overseeing training of all relevant Bosch personnel on compliance
28 with corporate Policies and Procedures.

1 11. Bosch shall require all personnel within its Powertrain Solutions Division who are
2 responsible for (i) the development of Software, (ii) the calibration of Diesel Products, or (iii) the
3 development of engine control units for incorporation into diesel motor vehicles that are offered,
4 marketed, sold, or leased in California, to attend training on compliance with the Policies and
5 Procedures set forth herein and applicable California and federal environmental laws and
6 regulations.

7 12. Bosch shall ensure that a compliance office and attorneys are responsible for,
8 among other things, providing its Powertrain Solutions Division with guidance on compliance
9 with the Policies and Procedures, as well as California and federal environmental laws and
10 regulations, and that they are readily available to personnel within the Powertrain Solutions
11 Division.

12 13. Bosch has developed or revised and are implementing various corporate
13 governance policies and practices in the areas of integrity, business ethics, and compliance. Their
14 efforts include, without limitation, (1) a Code of Business Conduct; (2) a whistleblower system;
15 and (3) a Product Development Code. Bosch shall continue to implement and maintain these
16 policies and practices, or similar updated policies and practices.

17 14. On an annual basis, Bosch's management board shall receive reporting on the
18 effectiveness of the Policies and Procedures and the training program and whistleblower hotline
19 related thereto for the Powertrain Solutions Division, as well as any plans for necessary
20 improvement. If Bosch determines that any improvements are necessary it shall develop and
21 implement a plan to make such improvements.

22 15. For five (5) years after the Effective Date, if Bosch reasonably believes it has
23 violated any requirement of this Judgment, Bosch shall notify the California Attorney General
24 and CARB of such violation and its likely duration, in a written report submitted within 30 days
25 after the date Bosch first reasonably believes that a violation has occurred, with an explanation of
26 the likely cause and the remedial steps taken, or to be taken, to prevent or minimize such
27 violation.

28

1 16. Beginning on March 31, 2023, and on March 31 of each year thereafter, Bosch
2 shall submit a summary to the California Attorney General and CARB of any violations of this
3 Judgment that occurred during the preceding 12 months (or potentially shorter for the first annual
4 report), and that are required to be reported pursuant to paragraph 15, including the date of the
5 violation, the date the notice of violation was sent, and a brief description of the violation. The
6 annual report shall also include a summary of Bosch’s compliance with the requirements of
7 Paragraph 14. The reports pursuant to this paragraph shall be certified in accordance with
8 Paragraph 18.

9 17. Bosch shall, within one hundred eighty (180) days of the Effective Date of this
10 Judgment, and annually thereafter for a period of five (5) years, certify to the California Attorney
11 General and CARB its compliance with the obligations of this Judgment.

12 18. Each report to be certified pursuant to this Paragraph 18 shall be signed by an
13 officer or director of Bosch and shall include the following sworn certification:

14 “I certify under penalty of perjury under the laws of the State of California that this
15 document and all attachments were prepared under my direction or supervision in
16 accordance with the system designed to assure that qualified personnel properly gather
17 and evaluate the information submitted. Based on my inquiry of the person or persons
18 who manage the system, or those persons directly responsible for gathering the
19 information, the information submitted is, to the best of my knowledge and belief, true,
correct, and complete. I have no personal knowledge, information or belief that the
information submitted is other than true, correct, and complete. I am aware that there are
significant penalties for submitting false information, including the possibility of fine and
imprisonment for knowing violations.”

20 **IV. DOCUMENT RETENTION AND RIGHT OF INSPECTION**

21 19. Until five (5) years after the Effective Date of this Judgment, Bosch shall retain
22 documents, records, reports, or other information (including documents, records, or other
23 information in electronic form) sufficient to show the operation of Bosch’s Codex process,
24 including documentation of all technical and legal assessments, customer communications,
25 evaluation forms, and any related technical documentation. This information-retention
26 requirement shall apply regardless of any contrary corporate or institutional policies or
27 procedures. Bosch’s obligation to retain such records or documents is subject to any limitations
28 or requirements imposed by foreign law.

1 20. Until five (5) years after the Effective Date of this Judgment, the California
2 Attorney General or CARB may request, and Bosch shall produce, records or documents in
3 Bosch's possession, custody, or control that relate to Bosch's compliance with any provision of
4 this Judgment, including without limitation the materials required to be retained by the preceding
5 paragraph. Bosch's obligation to produce such records or documents is subject to any limitations
6 or requirements imposed by foreign law. Nothing in this Paragraph shall apply to any documents
7 in the possession, custody, or control of any outside or in-house legal counsel retained by Bosch
8 in connection with this Judgment or of any contractors or agents retained by such outside or in-
9 house legal counsel solely to assist in the legal representation of Bosch. Bosch may assert that
10 certain documents are privileged or protected as provided under California law. If Bosch asserts
11 such a privilege or protection, it shall provide the following: (a) the title of the document; (b) the
12 date of the document; (c) the name and title of each author of the document; (d) the name and title
13 of each addressee and recipient; (e) a description of the subject of the document; and (f) the
14 privilege or protection asserted by Bosch. The right of inspection outlined in this paragraph shall
15 be in addition to, and shall not limit in any way, any other right of inspection held by the
16 California Attorney General or CARB, including without limitation rights under California
17 Government Code section 11180, et seq.

18 21. Bosch may also assert that information required to be provided under this Section
19 is protected as confidential information for purposes of the California Public Records Act, so long
20 as it follows the procedures set forth in Cal. Code Regs. tit. 17, §§ 91000 to 91022.

21 22. This Judgment in no way limits or affects any right of entry and inspection, or any
22 right to obtain information, held by CARB or the California Attorney General pursuant to
23 applicable California or federal laws, regulations, or permits, nor does it limit or affect any duty
24 or obligation of Bosch to maintain documents, records, or other information imposed by any other
25 applicable laws, regulations, or permits.

26 **V. PAYMENT**

27 23. No later than thirty (30) calendar days after entry of this Judgment, Defendants
28 shall pay Plaintiff a total aggregate amount of \$25,000,000, made up of the following amounts:

1 a. \$12,500,000 to be paid directly to the California Attorney General. Said payment
2 shall be deposited in the Public Rights Law Enforcement Special Fund and used to cover the
3 costs of the investigation leading to this Judgment and for the enforcement of consumer
4 protection laws.

5 b. \$12,500,000 to be paid directly to CARB. Said payment shall be deposited into
6 the Air Pollution Control Fund so CARB staff can ensure the integrity of its mobile source
7 emissions control program through additional certification review, in-use evaluation, real-world
8 testing, and enforcement actions.

9 24. Payments required to be made pursuant to this Judgment shall be made by wire
10 transfer to the California Attorney General's Office and CARB pursuant to instructions provided
11 by the California Attorney General's Office and CARB. Bosch shall be responsible for any fees
12 associated with initiating the wire transfers.

13 **VI. RELEASE**

14 25. Subject to paragraph 26 below, and in consideration of the monetary and non-
15 monetary relief described in Sections III through V, and upon Bosch's payment of the amounts
16 set forth in paragraph 23, Plaintiff releases Bosch, its affiliates and any of Bosch's or its affiliates'
17 former, present or future owners, shareholders, members, directors, officers, employees,
18 attorneys, parent companies, subsidiaries, predecessors, successors, dealers, agents, assigns and
19 representatives (collectively, the "Released Parties") from all California Claims arising from or
20 related to the Covered Conduct or to any claims alleged in the Complaint, including, without
21 limitation, penalties, fines, abatement, costs, or other monetary payments.

22 26. Plaintiff reserves, and this Judgment is without prejudice to, all claims, rights, and
23 remedies against the Released Parties, and Bosch reserves, and this Judgment is without prejudice
24 to, all defenses with respect to all matters not expressly released in paragraph 25 above,
25 including, without limitation:

- 26 a. any claims arising under California state tax laws;
- 27 b. any claims arising under antitrust laws;
- 28 c. any claims arising under insurance laws;

- 1 d. any part of any claims for the violations of securities laws or the
- 2 California False Claims Act, California Government Code
- 3 §§ 12650 et seq.;
- 4 e. any criminal liability;
- 5 f. any claims related to any OEM other than Volkswagen or Fiat
- 6 Chrysler;
- 7 g. any claims unrelated to the Covered Conduct;
- 8 h. any other claims of any officer or agency of the State of California
- 9 other than CARB;
- 10 i. any claims held by individual consumers; and
- 11 j. enforcement of this Judgment and subsequent, related orders or
- 12 judgments.

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

16 28. This Judgment is not a permit, or a modification of any permit, under any federal,
17 state, or local laws or regulations. Defendants are each responsible for achieving and maintaining
18 complete compliance with all applicable federal, state, and local laws, regulations, and permits;
19 and Defendants' compliance with this Judgment shall be no defense to any action commenced
20 pursuant to any such laws, regulations, or permits, except as set forth herein. California does not,
21 by its consent to the entry of this Judgment, warrant or aver in any manner that Defendants'
22 compliance with any aspect of this Judgment will result in compliance with federal, state, or local
23 laws, regulations, or permits.

24 **VII. ADDITIONAL PROVISIONS**

25 29. Unless otherwise specified in this Judgment, notices and submissions required by
26 this Judgment shall be sent via email and United States mail, certified mail return receipt
27 requested or other nationally recognized courier service that provides for tracking services and
28

1 identification of the person signing for the document. The documents shall be sent to the
2 following addresses:

3 **For Bosch:**

4 ROBERT BOSCH GMBH
5 Robert-Bosch-Platz 1
6 70839 Gerlingen-Schillerhöhe
7 Germany
8 Attention: General Counsel (C/LS)

9 With copies to each of the following:

10 ROBERT BOSCH LLC
11 38000 Hills Tech Drive
12 Farmington Hills, Michigan 48331
13 Attention: General Counsel (C/LS)

14 CLEARY GOTTlieb STEEN & HAMILTON LLP
15 1841 Page Mill Rd., Suite 250
16 Palo Alto, CA 94304
17 Attention: Jennifer Kennedy Park

18 **For the State of California:**

19 *California Attorney General's Office*

20 Jon Worm
21 Supervising Deputy Attorney General
22 California Department of Justice
23 600 West Broadway, Suite 1800
24 San Diego, California 92101
25 jon.worm@doj.ca.gov

26 Laurel Carnes
27 Deputy Attorney General
28 California Department of Justice
600 West Broadway, Suite 1800
San Diego, California 92101
laurel.carnes@doj.ca.gov

California Air Resources Board

Ellen Peter
Chief Counsel
California Air Resources Board
1001 I Street
Sacramento, California 95814
ellen.peter@arb.ca.gov

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

4 31. This Judgment, which constitutes a continuing obligation, is binding upon the
5 People of the State of California, Bosch and any of Bosch's respective successors, assigns or
6 other entities or persons otherwise bound by law.

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

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

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

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

19 36. The Court retains jurisdiction of this Judgment and the parties hereto for the
20 purpose of enforcing and modifying this Judgment and for the purpose of granting such additional
21 relief as may be necessary and appropriate.

22 37. This Judgment may be modified by a stipulation of the Parties, once it is approved
23 by, and becomes a judgment of the Court, or by court proceedings resulting in modifying
24 judgment of the Court.

25 38. The Clerk is ordered to enter this Judgment forthwith.

26
27 Dated: _____

JUDGE OF THE SUPERIOR COURT

Exhibit A

Model Year	EPA Test Group	Vehicle Make and Model(s)
2009	9VWXV02.035N	VW Jetta, VW Jetta Sportwagen
2009	9VWXV02.0U5N	VW Jetta, VW Jetta Sportwagen
2009	9ADXT03.03LD	VW Touareg, Audi Q7
2010	AVWXV02.0U5N	VW Golf, VW Jetta, VW Jetta Sportwagen, Audi A3
2010	AADXT03.03LD	VW Touareg, Audi Q7
2011	BVWXV02.0U5N	VW Golf, VW Jetta, VW Jetta Sportwagen, Audi A3
2011	BADXT03.03UG	Audi Q7
2011	BADXT03.02UG	VW Touareg
2012	CVWXV02.0U5N	VW Golf, VW Jetta, VW Jetta Sportwagen, Audi A3
2012	CVWXV02.0U4S	VW Passat
2012	CADXT03.03UG	Audi Q7
2012	CADXT03.02UG	VW Touareg
2013	DVWXV02.0U5N	VW Beetle, VW Beetle Convertible, VW Golf, VW Jetta, VW Jetta Sportwagen, Audi A3
2013	DVWXV02.0U4S	VW Passat
2013	DADXT03.03UG	Audi Q7
2013	DADXT03.02UG	VW Touareg
2013	DPRXT03.0CDD	Porsche Cayenne
2014	EVWXV02.0U5N	VW Beetle, VW Beetle Convertible, VW Golf, VW Jetta, VW Jetta Sportwagen
2014	EVWXV02.0U4S	VW Passat
2014	EADXT03.03UG	Audi Q7
2014	EADXT03.02UG	VW Touareg
2014	EADXJ03.04UG	Audi A6, Audi A7, Audi A8, Audi A8L, and Audi Q5
2014	EPRXT03.0CDD	Porsche Cayenne
2015	FVGAV02.0VAL	VW Beetle, VW Beetle Convertible, VW Golf, VW Golf Sportwagen, VW Jetta, VW Passat, Audi A3
2015	FVGAT03.0NU3	Audi Q7
2015	FVGAT03.0NU2	VW Touareg
2015	FVGAJ03.0NU4	Audi A6, Audi A7, Audi A8, Audi A8L, and Audi Q5
2015	FPRXT03.0CDD	Porsche Cayenne
2016	GVGAJ03.0NU4	Audi A6 Quattro, Audi A7 Quattro, Audi A8, Audi A8L, and Audi Q5
2016	GVGAT03.0NU2	VW Touareg
2016	GPRXT03.0CDD	Porsche Cayenne
2014-2016	ECRXT03.05PV, FCRXT03.05PV, GCRXT03.05PV	Ram 1500, Jeep Grand Cherokee