

United States District Court  
Northern District of California

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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

IN RE: VOLKSWAGEN “CLEAN DIESEL”  
MARKETING, SALES PRACTICES, AND  
PRODUCTS LIABILITY LITIGATION

MDL No. 2672 CRB (JSC)

**ORDER GRANTING THE UNITED  
STATES’ MOTION TO ENTER  
SECOND PARTIAL CONSENT  
DECREE**

This Order Relates To:  
*United States v. Volkswagen AG, et al.*,  
Case No. 16-cv-00295 (N.D. Cal.)

*California v. Volkswagen AG, et al.*,  
Case No. 16-cv-3620 (N.D. Cal.)

In the fall of 2015, Volkswagen publicly admitted it had secretly installed a defeat device—software designed to cheat emissions tests and deceive federal and state regulators—in certain Volkswagen-, Porsche-, and Audi-branded 2.0-liter and 3.0-liter TDI diesel engine vehicles. Litigation quickly ensued, and hundreds of actions were consolidated and assigned to this Court as a multidistrict litigation (“MDL”). One of those lawsuits is an action by the United States Department of Justice (“United States”), on behalf of the U.S. Environmental Protection Agency (“EPA”), for violations of the Clean Air Act. Another is an action by the People of California, by and through the California Air Resources Board (“CARB”) and the State Attorney General, for violations of California’s environmental and unfair competition laws.

In October 2016, the Court approved and entered the First Partial Consent Decree, which partially resolved the United States’ and California’s claims concerning Volkswagen’s 2.0-liter diesel engine vehicles. (Dkt. No. 2103.) Now before the Court is the United States’ motion for entry of the Second Partial Consent Decree, which California has joined. (Dkt. Nos. 3083, 3085.) Together with a previously approved Third Partial Consent Decree—which addresses Defendants’

1 liability under the Clean Air Act for civil penalties and injunctive relief—the proposed Second  
 2 Partial Consent Decree (1) fully resolves the United States’ remaining claims for injunctive relief  
 3 with respect to Volkswagen’s 3.0-liter diesel engine vehicles, and (2) partially resolves  
 4 California’s claims for injunctive relief with respect to the 3.0-liter vehicles. (*See* Dkt. No. 3083  
 5 at 8-9.) The Court held a hearing on the matter on May 11, 2017. For the reasons set forth below,  
 6 the Court **GRANTS** the United States’ motion and enters the Second Partial Consent Decree.

## 7 **BACKGROUND**

### 8 **I. Factual Background**

9 Over the course of six years, Volkswagen sold nearly 600,000 Volkswagen-, Audi-, and  
 10 Porsche-branded TDI “clean diesel” vehicles in the United States, which it marketed as being  
 11 environmentally friendly, fuel efficient, and high performing. Unbeknownst to consumers and  
 12 regulatory authorities, Volkswagen installed in these cars a defeat device that allowed the vehicles  
 13 to evade EPA and CARB emissions requirements. Only by installing the defeat device was  
 14 Volkswagen able to obtain Certificates of Conformity from EPA and Executive Orders from  
 15 CARB for its 2.0- and 3.0-liter diesel engine vehicles. In fact, these vehicles release nitrogen  
 16 oxides (NOx) at a factor of up to 40 times permitted limits.

### 17 **II. Procedural History**

18 In January 2016, the United States sued Volkswagen AG (“VW AG”); Volkswagen Group  
 19 of America, Inc. (“VWGoA”); Volkswagen Group of America Chattanooga Operations, LLC  
 20 (“VW Chattanooga”); Audi AG; Porsche AG; and Porsche Cars North America, Inc. (“PCNA”)  
 21 (collectively, “Defendants”) for violations of Section 203 of the Clean Air Act, 42 U.S.C. § 7522.  
 22 As alleged in its complaint, and in an amended complaint filed on October 7, 2016, Defendants  
 23 violated multiple subparagraphs of Section 203 by using a defeat device in their 2.0- and 3.0-liter  
 24 diesel engine vehicles; namely, Defendants (1) imported and sold uncertified vehicles in violation  
 25 of 42 U.S.C. § 7522(a)(1); (2) manufactured, sold, or installed a defeat device in violation of 42  
 26 U.S.C. § 7522(a)(3)(B); (3) tampered by rendering inoperative certified pollution control systems  
 27 in violation of 42 U.S.C. § 7522(a)(3)(A); and (4) failed to report information required by EPA in  
 28 violation of 42 U.S.C. § 7522 (a)(2)(A). (*See* Dkt. No. 2009-3 ¶¶ 176-209.) The United States

1 seeks civil penalties and injunctive relief. (*See id.* ¶¶ a-f.)

2 In June 2016, California also filed a complaint against Defendants, alleging they illegally  
3 installed a defeat device in approximately 71,000 2.0-liter and 16,000 3.0-liter vehicles introduced  
4 in California. (Case No. 16-cv-3620, Dkt. 1 ¶¶ 2-3.) The Clean Air Act authorizes CARB, as a  
5 co-regulator, “to adopt and enforce standards and other requirements relating to the control of  
6 emissions from . . . vehicles or engines,” 42 U.S.C. § 7543(2)(A), and California’s complaint  
7 includes an array of claims for violations of State emissions and consumer-protection laws. (*See*  
8 *id.* ¶¶ 127-246.) California also seeks civil penalties and injunctive relief. (*See id.* ¶¶ 247-62.)

9 Soon after the United States filed its complaint, the United States, California, and  
10 Volkswagen began intensive settlement negotiations under the guidance of Robert S.  
11 Mueller III, the Court-appointed Settlement Master and former Director of the Federal Bureau of  
12 Investigation. The parties ultimately resolved claims related to the 2.0-liter vehicles, and on  
13 October 25, 2016, the Court granted the United States’ motion to enter the First Partial Consent  
14 Decree (Dkt. No. 2103), which California had joined (Dkt. No. 1974). The First Partial Consent  
15 Decree requires Volkswagen to remove from the road or modify at least 85% of the subject 2.0-  
16 liter vehicles registered across the United States and in California by June 30, 2019. (Dkt. No.  
17 2103 at 3; *see also* Dkt. No. 1973-1 ¶ 3.) Volkswagen further has agreed to invest \$2 billion over  
18 ten years in projects that support the increased use of zero emission vehicles, and to pay \$2.7  
19 billion into an Environmental Mitigation Trust to fund projects to reduce emissions of NOx caused  
20 by the subject vehicles. (Dkt. No. 2103 at 4.)

21 Following entry of the First Partial Consent Decree, the United States, California, and  
22 Volkswagen transitioned to negotiating a settlement of claims related the 3.0-liter vehicles. (Dkt.  
23 No. 3089 at 3.) The parties quickly reached an agreement in principle, and on December 20, 2016,  
24 the United States lodged its proposed Second Partial Consent Decree. (Dkt. No. 2520-1.) In  
25 accordance with 28 C.F.R. § 50.7(b), the United States held a public comment period between  
26 December 29, 2016 and February 14, 2017, *see* 81 Fed. Reg. 96046-01 (Dec. 29, 2016); 82 Fed.  
27 Reg. 9076-02 (Feb. 2, 2017), during which it received 104 unique public comments. (*See* Dkt.  
28 No. 3083-2.) On March 24, 2017, after the public comment period, the United States moved for

1 entry of the proposed Second Partial Consent Decree (Dkt. No. 3083), which California joined  
2 (Dkt. No. 3085).

3 On January 11, 2017, the United States also lodged a proposed Third Partial Consent  
4 Decree. (Dkt. No. 2758.) In that Decree, Volkswagen committed to pay a \$1.45 billion civil  
5 penalty under the Clean Air Act, and to implement a number of company-wide corporate reforms  
6 to ensure future compliance with the Act. (Dkt. No. 3024 at 5-6.) During a public comment  
7 period, the United States received no comments on the Third Partial Consent Decree (*id.* at 5), and  
8 the Court entered the Decree on April 13, 2017 (Dkt. No. 3155). California and Defendants have  
9 also entered into two separate, California only, consent decrees that further resolve the State's  
10 claims. The Court entered the first of these California-only decrees on September 1, 2016 (Dkt.  
11 No. 1801), and the second today (Dkt. No. 3226). The California-only decrees preserve  
12 California's claims for environmental penalties related to both the 2.0- and 3.0-liter vehicles,  
13 which the parties continue to negotiate. (See Dkt. Nos. 1974 at 2; 2519 at 2.)

### 14 **III. Consent Decree Terms**

15 The proposed Second Partial Consent Decree (the "Decree") requires Defendants (1) to  
16 modify or remove from the roads at least 85% of Generation One 3.0-liter TDI diesel engine  
17 vehicles, nationally and in California, by November 30, 2019; (2) to do the same for Generation  
18 Two 3.0-liter TDI diesel engine vehicles, but by May 31, 2020; and (3) to make an additional  
19 \$225 million contribution to the Environmental Mitigation Trust to remediate excess NOx emitted  
20 by the 3.0-liter vehicles. (*See* Dkt. No. 2520-1 at 17, 68.) If Defendants fail to meet these targets,  
21 the Decree requires them to make additional contributions to the Environmental Mitigation Trust,  
22 ranging from \$5.5 million to \$21 million, for every percentage point short of the national 85%  
23 recall rate, and from \$900,000 to \$5.5 million for every percentage point short of the California  
24 rate. (*See id.* at 83-84.) To accomplish these repair and removal objectives, Defendants must  
25 offer certain recall and vehicle modification options, which mirror options made available as part  
26 of the 3.0-liter Class Settlement that the Court approved today in a separate order. (Dkt. No.  
27 3229.)  
28

1           **A.       Generation One (Model Years 2009-2012)**

2                   **1.       Buyback and Lease Termination**

3           The proposed Decree requires Defendants to offer Buyback and Lease Termination options  
4 for all Generation One Eligible Vehicles. The Decree sets a minimum level of monetary  
5 compensation that Defendants must offer to consumers in exchange for their vehicles, defined as  
6 Retail Replacement Value (RRV). (Dkt. No. 2520-1 at 91.) The RRV formula is consistent with  
7 the valuation formula used in the 3.0-liter Class Settlement, although the Decree does not require  
8 Owner Restitution as part of the Buyback. (*Compare* Dkt. No. 2894-1 at 3-7 (3.0-liter Class  
9 Settlement Buyback), *with* Dkt. No. 2520-1 at 91-93 (Second Partial Consent Decree Buyback).)  
10 The Decree also does not provide for a trade-in option like the one under the 3.0-liter Class  
11 Settlement (*see* Dkt. No. 2894-1 at 4), but does not prohibit Defendants from offering an Eligible  
12 Owner or Eligible Lessee a trade-in option, so long as Defendants do not offer such a program in  
13 lieu of the Buyback option (Dkt. No. 2520-1 ¶ 11.1).<sup>1</sup>

14                   **2.       Approved Emissions Modification**

15           If approved by EPA and CARB, Defendants must also offer Eligible Owners and Eligible  
16 Lessees of a Generation One vehicle an Emissions Modification. (*See* Dkt. No. 2520-1 at 68, 77.)  
17 Appendix B of the Consent Decree establishes the process Volkswagen must follow to submit a  
18 proposed Emissions Modification to EPA and CARB for approval, as well as the technical  
19 standards each proposed modification must meet. (*See* Dkt. No. 2520-1 at 103-45.) If approved,  
20 EPA and CARB estimate that an Emissions Modification will reduce NOx emissions from the vast  
21 majority of Generation One vehicles by approximately 80 percent compared to the vehicles'  
22 original condition. (Dkt. No. 3083 at 17.)

23           **B.       Generation Two (Model Years 2013-2016)**

24           The proposed Decree treats Generation Two vehicles differently than Generation One

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26 <sup>1</sup> That the 3.0-liter Class Settlement enhances but does not detract from the Decree is more  
27 generally confirmed by the Parallel Agreements clause of the Decree, which provides that “[b]y  
28 fulfilling buyback, lease termination, and claims administration obligations of the future FTC  
Order, Class Action Settlement, or other order of the Court (“Parallel Agreement”), Defendants  
may satisfy . . . all Buyback and Lease Termination requirements of . . . this Consent Decree.”  
(Dkt. No. 2520-1 at 98 ¶ 3.2.)

1 vehicles, in that it allows Defendants to propose an Emissions Compliant Recall that would bring  
 2 Generation Two vehicles into compliance with their original certified emissions standards. (Dkt.  
 3 No. 2520-1 at 68.) The Decree sets firm submission deadlines for a proposed Emissions  
 4 Modification for each sub-group of Generation Two vehicles and, as with Generation One  
 5 Emissions Modifications, Appendix B of the Decree establishes the precise testing, standards, and  
 6 metrics that Defendants must achieve in order to receive approval of an Emissions Compliant  
 7 Recall from EPA and CARB. (*See id.* at 112-36.) If Defendants are unable to obtain such  
 8 approval for any sub-group of Generation Two vehicles, the Decree requires Defendants to offer  
 9 Eligible Owners and Eligible Lessees the same Buyback, Lease Termination and, if available,  
 10 Reduced Emissions Modification options provided to their Generation One counterparts. (*See id.*  
 11 at 68, 79-81.)

#### 12 **LEGAL STANDARD**

13 Courts may approve a proposed consent decree when it is “fundamentally fair, adequate  
 14 and reasonable” and “conform[s] to applicable laws.” *United States v. Oregon*, 913 F.2d 576, 580  
 15 (9th Cir. 1990). Courts consider consent decrees in light of the public policy favoring settlement.  
 16 *Sierra Club v. McCarthy*, No. 13-cv-03953-SI, 2015 WL 889142, at \*5 (N.D. Cal. Mar. 2, 2015)  
 17 (citing *United States v. Comunidades Unidas Contra La Contaminacion*, 204 F.3d 275, 280 (1st  
 18 Cir. 2000)). “This policy is strengthened when a government agency charged with protecting the  
 19 public interest ‘has pulled the laboring oar in constructing the proposed settlement.’” *United*  
 20 *States v. Montrose Chem. Corp. of Cal.*, 50 F.3d 741, 746 (9th Cir. 1995) (quoting *United States v.*  
 21 *Cannons Eng’g Corp.*, 899 F.2d 79, 84 (1st Cir. 1990)). But when a consent decree affects the  
 22 public interest, courts have a heightened responsibility to protect those interests so as to safeguard  
 23 those who did not participate in the negotiations of the decree. *Oregon*, 913 F.2d at 581. That  
 24 said, the consent decree need not “be ‘in the public’s best interest’ if it is otherwise reasonable.”  
 25 *Id.* (emphasis in original) (quoting *S.E.C. v. Randolph*, 736 F.2d 525, 529 (9th Cir. 1984)).

26 In applying the “fair, adequate and reasonable” standard, courts examine both procedural  
 27 and substantive fairness. *See United States v. Coeur d’Alenes Co.*, 767 F.3d 873, 877 (9th Cir.  
 28 2014); *Cannons Eng’g Corp.*, 899 F.2d at 86. Procedural fairness requires arm’s length settlement

1 negotiations, *In re Tutu Water Wells CERCLA Litig.*, 326 F.3d 201, 207 (3d Cir. 2003), and a  
2 “negotiation process [that] was fair and full of adversarial vigor,” *United States v. Google*  
3 *Inc.*, No. 12-cv-04177-SI, 2012 WL 5833994, at \*2 (N.D. Cal. Nov. 16, 2012) (internal quotation  
4 marks omitted). “[O]nce the court is satisfied that the decree was the product of good faith, arm’s  
5 length negotiations, a negotiated decree is presumptively valid and the objecting party has a heavy  
6 burden of demonstrating that the decree is unreasonable.” *Oregon*, 913 F.2d at 581 (internal  
7 quotation marks and citation omitted).

8 Substantive fairness requires courts to “find that the agreement is based upon, and roughly  
9 correlated with, some acceptable measure of comparative fault, apportioning liability among the  
10 settling parties according to rational (if necessarily imprecise) estimates of how much harm each  
11 potentially responsible party has done.” *Arizona v. City of Tucson*, 761 F.3d 1005, 1012 (9th Cir.  
12 2014). Courts do not ask “whether the settlement is one which the court itself might have  
13 fashioned, or considers as ideal[.]” *Cannons Eng’g Corp.*, 899 F.2d at 84. “Rather, the court’s  
14 approval is nothing more than an amalgam of delicate balancing, gross approximations and rough  
15 justice.” *Oregon*, 913 F.2d at 581 (internal quotation marks omitted). The consent decree need  
16 only “represent[] a reasonable factual and legal determination.” *Id.* (internal quotation marks  
17 omitted).

## 18 DISCUSSION

### 19 IV. Procedural Fairness

20 After the Court approved the First Partial Consent Decree on October 25, 2016, the United  
21 States, California, and Volkswagen met on a regular basis over the course of three months in a  
22 series of meetings and negotiation sessions. (*See* Dkt. No. 3089 ¶ 4.) The negotiation process  
23 involved meetings and in-person conferences at various locations, including San Francisco, New  
24 York, and Washington D.C. (*Id.* ¶ 5.) And the Court-appointed Settlement Master, Director  
25 Mueller, states that the negotiations involved “the frank exchange of views, spirited debate,  
26 vehement disagreement, thoughtful discussion, attention to detail, and the sharing of extensive  
27 data and analyses among participants.” (*Id.* ¶ 8.)

28 As the negotiating history demonstrates, the Consent Decree is the result of non-collusive,



1 adversarial negotiations, which supports a finding of procedural fairness. *See, e.g., Sierra Club*,  
 2 2015 WL 889142, at \*12 (concluding proposed consent decree was procedurally fair where the  
 3 decree was the result of “adversarial negotiations conducted over approximately six months”);  
 4 *United States v. Chevron U.S.A., Inc.*, 380 F. Supp. 2d 1104, 1112 (N.D. Cal. 2005) (“[T]he  
 5 process of negotiations was non-collusive and therefore procedurally fair.” (citing *United States v.*  
 6 *Colorado*, 937 F.2d 505, 509 (10th Cir. 1991))). That the negotiations were conducted under the  
 7 Settlement Master’s supervision further suggests an absence of collusion. *See In re Bluetooth*  
 8 *Headset Prod. Liab. Litig.*, 654 F.3d 935, 948 (9th Cir. 2011) (while a neutral mediator’s presence  
 9 “is not on its own dispositive of whether the end product is a fair, adequate, and reasonable  
 10 settlement agreement” it is nevertheless “a factor weighing in favor of a finding of non-  
 11 collusiveness”). The Parties were also sufficiently informed to evaluate their claims and any  
 12 offers of compromise. Accordingly, the Court concludes that the Consent Decree is procedurally  
 13 fair.

#### 14 **V. Substantive Fairness**

15 A consent decree is substantively fair when the “party . . . bear[s] the cost of the harm for  
 16 which it is legally responsible.” *Cannons Eng’g Corp.*, 899 F.2d at 87. To make this  
 17 determination, “the district court [must] be fully informed regarding the costs and benefits of the  
 18 decree.” *Chevron*, 380 F. Supp. 2d at 1113.

19 Having reviewed the terms of the Consent Decree, the Court finds it is substantively fair.  
 20 The central objective of the proposed Decree is to modify or remove from the roads the nearly  
 21 90,000 3.0-liter vehicles that currently do not meet emissions standards. To further this objective,  
 22 the Decree sets firm requirements: Defendants must modify or remove from the roads at least 85%  
 23 of the 3.0-liter vehicles at issue by set dates—November 30, 2019 for Generation One vehicles  
 24 and by May 31, 2020 for Generation Two vehicles—or else make additional payments to the  
 25 Environmental Mitigation Trust, ranging from \$5.5 million to \$21 million for every percentage  
 26 point short of the national 85% recall rate, and from \$900,000 to \$5.5 million for every percentage  
 27 point short of the California rate. (Dkt. No. 2520-1 at 83-84.) If the 85% mark is achieved, NOx  
 28 emissions will be significantly reduced in furtherance of the Clean Air Act’s goal of “protect[ing]



1 and enhance[ing] the quality of the Nation’s air resources so as to promote the public health and  
2 welfare and the productive capacity of its population.” 42 U.S.C. § 7401(b)(1). If the 85% mark  
3 is not achieved, Volkswagen will face costly penalties in the form of additional payments to the  
4 Trust, which will become increasingly severe the further below the 85% threshold Volkswagen  
5 falls. This penalty mechanism operates as a strong incentive for Defendants to work quickly and  
6 diligently to implement the subject Buyback, Emissions Modifications, and Emissions Compliant  
7 Recall.

8 The Consent Decree’s requirements are also tailored to the two different generations of  
9 3.0-liter vehicles at issue. Because Generation One vehicles cannot be brought into compliance  
10 with their originally certified emissions standards within a reasonable timeframe (Dkt. No. 3083 at  
11 15), the Decree requires Defendants to offer two options to Generation One owners and lessees:  
12 the Buyback or Lease Termination and the Emissions Modification. The Buyback and Lease  
13 Termination option will immediately remove polluting cars from the roads. The Emissions  
14 Modification, if approved, is expected to reduce NOx emissions by approximately 80 percent for  
15 most Generation One vehicles. (*See* Dkt. No. 3083 at 17.) Neither option is perfect, as the  
16 Buyback may lead to the scrapping of vehicles, offsetting some of the environmental gains, and  
17 the Emissions Modification will not bring vehicles into compliance with original emissions  
18 certifications. Both options, however, will reduce NOx emissions from their current, unlawful,  
19 levels, which is certainly preferable to taking no action or waiting for Volkswagen to develop a  
20 modification that fully brings the subject vehicles into compliance. Further, the Consent Decree  
21 requires Volkswagen to make an additional \$225 million contribution to the Environmental  
22 Mitigation Trust, which EPA believes “is sufficient to fund projects to fully mitigate the total,  
23 lifetime excess NOx emissions from the 3.0 Liter vehicles.” (Dkt. No. 3083 at 19.) The options  
24 required by the Decree for Generation One vehicles thus represent a “delicate balancing” of  
25 interests that is reasonable and expected for a consent decree. *Oregon*, 913 F.2d at 581.<sup>2</sup>

26 \_\_\_\_\_  
27 <sup>2</sup> Several of the comments received during the period for public comment expressed dissatisfaction  
28 with the proposed compensation amounts under the Buyback. The Decree, however, must be read  
in conjunction with the 3.0-liter Class Settlement, which—as the Court concluded in its order  
granting final approval of the Settlement (Dkt. No. 3229)—provides more than adequate

1 Unlike Generation One vehicles, technical experts from Volkswagen, EPA, and CARB  
2 believe Defendants can bring Generation Two vehicles into compliance with their original  
3 emissions certifications. (Dkt. No. 3083 at 18.) The proposed Decree permits Defendants to  
4 attempt to do so in a timely fashion. (*See* Dkt. No. 2520-1 at 112-36 (setting forth submission  
5 deadlines and testing metrics that Defendants must achieve in order to obtain approval of an  
6 Emissions Compliant Recall).) Of the 104 comments received during the public comment period,  
7 89 were from current or former owners or lessees of Generation Two vehicles, who object to the  
8 lack of an immediate buyback option for Generation Two vehicles. Commenters contend that  
9 Generation Two owners and lessees are being singled out and treated differently from Generation  
10 One owners and lessees, as well as consumers who fell within the scope of the 2.0-liter  
11 settlements.

12 Given that Generation Two vehicles likely can be fixed, offering an immediate buyback  
13 option would be counterproductive to the environmental goals of this litigation. A buyback would  
14 unnecessarily waste assets that have already been committed to creating, manufacturing, selling,  
15 and buying vehicles that may be brought into compliance with EPA and CARB emissions  
16 standards. The United States agrees, noting that “there are significant environmental benefits that  
17 come from returning the vehicles to their original certified exhaust emission standard and avoiding  
18 the potential scrapping of tens of thousands of vehicles.” (Dkt. No. 3083 at 22.) If Defendants  
19 are unable to implement an Emissions Compliant Recall, the Decree provides Generation Two  
20 owners and lessees with the same Buyback and Emissions Modification options as those available  
21 to Generation One vehicles. This approach balances competing environmental and consumer  
22 interests in a reasonable way.

23 The proposed Consent Decree requires Defendants to take action to mitigate all past and  
24 future excess NOx pollution caused by their 3.0-liter diesel engine vehicles. The actions required  
25 by the Decree are reasonable and advance the goals of the Clean Air Act. As a result, the Court  
26 concludes that the Decree is substantively fair.

27  
28 \_\_\_\_\_  
compensation for Class Members electing the Buyback.

**CONCLUSION**

Having reviewed the proposed Second Partial Consent Decree, the Court GRANTS the United States' motion. The Consent Decree is a reasonable settlement that is the result of non-collusive and adversarial negotiations, and the Decree takes a multifaceted approach to mitigating the harm caused by the 3.0-liter diesel engine vehicles and to reduce future NOx emissions.

**IT IS SO ORDERED.**

Dated: May 17, 2017



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CHARLES R. BREYER  
United States District Judge

United States District Court  
Northern District of California

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