

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**

THE HONOURABLE )  
JUSTICE BELOBABA ) Friday, THE 21 DAY  
OF APRIL, 2017

BETWEEN:

MATTHEW ROBERT QUENNEVILLE, LUCIANO TAURO,  
MICHAEL JOSEPH PARE, THERESE H. GADOURY,  
AMY FITZGERALD, RENEE JAMES, AL-NOOR WISSANJI,  
JACK MASTROMATTEI and JAY MACDONALD

Plaintiffs

- and -

VOLKSWAGEN GROUP CANADA, INC.,  
VOLKSWAGEN AKTIENGESELLSCHAFT,  
VOLKSWAGEN GROUP OF AMERICA, INC., AUDI  
CANADA, INC., AUDI AKTIENGESELLSCHAFT, AUDI OF  
AMERICA INC. and VW CREDIT CANADA, INC.

Defendants

Proceeding under the *Class Proceedings Act, 1992*

**ORDER**  
**(Approval Order)**

**THIS MOTION** made by the plaintiffs in this action for an Order approving the Settlement Agreement dated December 15, 2016 (“Settlement Agreement”) and the Approval Notice and appointing RicePoint Administration Inc. (“RicePoint”) as the Claims Administrator, the Bank of Nova Scotia Trust Company as the Trustee, and The Honourable François Rolland as the Arbitrator for the purposes set out in this Order (the “Approval Order”) was heard March 31, 2017 at the Courthouse, 361 University Avenue, Toronto, Ontario.



**ON READING** the materials filed and on hearing the submissions of class counsel in this action (“National Class Counsel”), certain Settlement Class Members who filed Objection Forms and counsel for the Defendants;

**AND ON BEING ADVISED** that the termination right provided at section 11.10 of the Settlement Agreement was not triggered;

**AND ON BEING ADVISED** that RicePoint consents to being appointed Claims Administrator;

**AND ON BEING ADVISED** that the Bank of Nova Scotia Trust Company consents to being appointed Trustee;

**AND ON BEING ADVISED** that the former Chief Justice of the Superior Court of Québec, The Honourable François Rolland, consents to being appointed Arbitrator for the purposes set out in this Order;

**AND ON BEING ADVISED** that the Office of the Public Guardian and Trustee and the Children’s Lawyer take no position;

**AND** for written reasons that will be released by this Court in due course:

1. **THIS COURT DECLARES** that, except as otherwise stated, capitalized terms used in this Order incorporate and adopt the definitions given to those terms in the Settlement Agreement, attached as **Schedule “A”**.

2. **THIS COURT DECLARES** that the Settlement Agreement is fair, reasonable and in the best interests of the National Settlement Class.
3. **THIS COURT ORDERS** that the Settlement Agreement is approved pursuant to section 29 of the *Class Proceedings Act, 1992*, SO 1992, c 6.
4. **THIS COURT DECLARES** that this Order will become effective only if and when the Settlement Agreement is also approved by the Superior Court of Québec in the Option consommateurs Action. If the Superior Court of Québec does not approve the Settlement Agreement, this Order will be null and void.
5. **THIS COURT ORDERS** that the Settlement Agreement be implemented in accordance with its terms, except that, pursuant to section 13.1 of the Settlement Agreement, the Settlement Agreement is amended in accordance with the stipulation between the Parties, attached as **Schedule "B"**.
6. **THIS COURT DECLARES** that the Claims Period Deadline will be December 30, 2018, unless otherwise provided by section 2.23 of the Settlement Agreement.
7. **THIS COURT ORDERS** that all provisions of the Settlement Agreement (including its Recitals and Definitions) form part of this Order and are binding upon VW, the Settlement Class Representatives (excluding Option consommateurs), the Related Action Plaintiffs and all members of the National Settlement Class, and any requirements of Rules 7.04(1) and 7.08(4) of the *Rules of Civil Procedure*, RRO 1990, Reg 194 are waived. The National Settlement Class does not include the thirty six persons listed in

**Schedule "C"** to this Order who validly opted out in accordance with this Court's December 19, 2016 order ("Consent Certification Order"), or other Excluded Persons.

8. **THIS COURT ORDERS** that the Settlement Class Release is approved and shall take effect upon entry of the Approval Orders in the Actions.
9. **THIS COURT ORDERS** that, upon the Effective Date of the Settlement Agreement, the Released Parties absolutely and unconditionally release and forever discharge the Settlement Class Representatives (excluding Option consommateurs), Related Action Plaintiffs, members of the National Settlement Class and National Class Counsel from any and all claims relating to (a) the institution or prosecution of the portion of the litigation pertaining to 2.0-litre diesel vehicles, and (b) any tax effect to VW and/or any Authorized VW Dealer from implementation of the Settlement Agreement.
10. **THIS COURT ORDERS** that the Approval Notice, substantially in the form attached as **Schedule "D"**, is approved.
11. **THIS COURT ORDERS** that the Approval Notice be disseminated pursuant to the Notice Program, attached as **Schedule "E"**, in accordance with the Consent Certification Order.
12. **THIS COURT ORDERS** that RicePoint is appointed Claims Administrator.
13. **THIS COURT ORDERS** that the Bank of Nova Scotia Trust Company is appointed Trustee.

14. **THIS COURT ORDERS** that former Chief Justice of the Superior Court of Québec, The Honourable François Rolland, is appointed Arbitrator for the purpose of section 8 of the Settlement Agreement.
15. **THIS COURT ORDERS** that, if there is no Approved Emissions Modification Option available for certain Eligible Vehicles by June 15, 2018, a Second Opt-Out Period will run from June 15, 2018 until August 15, 2018, during which time Eligible Owners, Eligible Lessees and Eligible Purchasers of such Eligible Vehicles, who have not received benefits under the Settlement Agreement, may opt out of the National Settlement Class.
16. **THIS COURT DECLARES** that the Parties may by written agreement, and without further notice to the National Settlement Class or order of the Court, amend, modify or expand the terms and provisions of the Settlement Agreement, provided that any such changes are consistent with this Order and do not limit the rights of the members of the National Settlement Class under the Settlement Agreement.
17. **THIS COURT DECLARES** that Counsel Fees payable to National Class Counsel will be either negotiated and submitted for approval or determined by this Court in accordance with section 12.1 of the Settlement Agreement.

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ON / BOOK NO:  
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PER / PAR:

*e*

*Edo Peltola J.*

SCHEDULE "B"

The Parties stipulate that the following constitute amendments to the Settlement Agreement, dated December 15, 2016. All capitalized terms have the definitions that are set out in the Settlement Agreement, except as amended herein.

#### Effective Date

The Effective Date shall be two (2) business days following the Settlement Approval Date. This definition of Effective Date supersedes the definition in Section 2.34 of the Settlement Agreement.

All Parties waive the right to appeal or collaterally attack the Approval Orders issued by the Courts.

The rights conferred by Section 13.3 of the Settlement Agreement must be exercised, if at all, by the Effective Date as defined herein.

#### Warranty Period

Section 4.8.4.2 of the Settlement Agreement is hereby amended to read as follows:

"The warranty period for the Approved Emissions Modification Extended Warranty for Generation 3 engine vehicles shall be both:

- (a) 11 years or 261,000 km, whichever comes first, from the vehicle's Original In Service Date; and
- (b) 5 years or 97,000 km, whichever comes first, from the date and mileage of implementing the first stage of the Approved Emissions Modification. At the time of the second stage of the Approved Emissions Modification, the warranty period will be honoured for 5 years or 97,000 km, whichever comes first, from the date and mileage of the completion of the second stage."

#### Claims Program Administration

Section 6.11 of the Settlement Agreement is hereby amended to read as follows:

"Any personal information acquired as the result of the Settlement Agreement shall be used solely for purposes of evaluating and paying Claims under this Settlement Agreement. All information relating to the Claims Program and processing is confidential and proprietary and shall not be disclosed, except as necessary to the Claims Administrator, Class Counsel, VW, Authorized VW Dealers, the Arbitrator and the Courts in accordance with the terms of this Settlement Agreement, and as required by legal process or by VW to comply with obligations to regulators in Canada. The Claims Administrator shall take security measures to prevent unauthorized access to personal information it obtains under this Settlement Agreement, as well as to prevent the loss, destruction, falsification, and leakage of such personal information. VW shall respond immediately with appropriate measures when issues arise related to the confidentiality of a Settlement Class Member's information."

#### Trust Account

Section 7.2 of the Settlement Agreement is hereby amended to read as follows:

"No later than the date of the commencement of the Claims Period, VW shall fund the Trust Account (the 'Funding Amount'). The initial Funding Amount shall be \$250,000,000.00 (the 'Initial Funding Amount')."

Honorarium

Pursuant to Section 12.2 of the Settlement Agreement, VW agrees to pay an honorarium in the amount of CAD \$49,975.00 to the Related Action Plaintiffs and Settlement Class Representatives, except Option consommateurs, to be distributed as determined by Class Counsel except Belleau Lapointe LLP.

Dated: April 20, 2017

Counsel for DAVID BLACKMORE, THEODORE CHARNISH, CHARLES CRAIK, MARLIE DEMONTIGNY, AMY FITZGERALD, THERESE H. GADOURY, JOSEPH GARD, MANDY GIROUX, QUINN HANSON, RON G. HUNTER, RENEE JAMES, JAMES JENKINS, DENIS JOLICOEUR, LAURA JOLICOEUR, ROY LOOYENGA, JAY MACDONALD, CHARLES MACKENZIE, JONATHAN MARTIN, JACK MASTROMATTEI, JOYCE MCPHERSON, LLOYD MEEHAN, SARAH MEEHAN, BRIAN MITCHELL-WALKER, MICHAEL JOSEPH PARE, MATTHEW ROBERT QUENNEVILLE, TREVOR RENNER, JOHN SMITH, LUCIANO TAURO, AL-NOOR WISSANJI and 1006123 B.C. LTD. DBA BLITZKRIEG MOTORCARS

By: Harvey T. Strosberg  
Harvey T. Strosberg, Q.C.  
STROSBERG, SASSO, SUTTS LLP  
1561 Ouellette Avenue  
Windsor, ON N8X 1K5  
E-mail: harvey@strosbergco.com

By: \_\_\_\_\_  
Charles M. Wright  
SISKINDS LLP  
680 Waterloo Street  
London, ON N6A 3V8  
E-mail: charles.wright@siskinds.com




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Dated: April 20, 2017

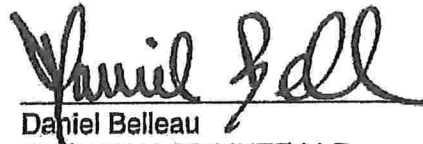
Counsel for DAVID BLACKMORE, THEODORE CHARNISH, CHARLES CRAIK, MARLIE DEMONTIGNY, AMY FITZGERALD, THERESE H. GADOURY, JOSEPH GARD, MANDY GIROUX, QUINN HANSON, RON G. HUNTER, RENEE JAMES, JAMES JENKINS, DENIS JOLICOEUR, LAURA JOLICOEUR, ROY LOOYENGA, JAY MACDONALD, CHARLES MACKENZIE, JONATHAN MARTIN, JACK MASTROMATTEI, JOYCE MCPHERSON, LLOYD MEEHAN, SARAH MEEHAN, BRIAN MITCHELL-WALKER, MICHAEL JOSEPH PARE, MATTHEW ROBERT QUENNEVILLE, TREVOR RENNER, JOHN SMITH, LUCIANO TAURO, AL-NOOR WISSANJI and 1006123 B.C. LTD. DBA BLITZKRIEG MOTORCARS

By: \_\_\_\_\_  
Harvey T. Strosberg, Q.C.  
STROSBERG, SASSO, SUTTS LLP  
1561 Ouellette Avenue  
Windsor, ON N8X 1K5  
E-mail: harvey@strosbergco.com

By:  \_\_\_\_\_  
Charles M. Wright  
SISKINDS LLP  
680 Waterloo Street  
London, ON N6A 3V8  
E-mail: charles.wright@siskinds.com


Counsel for OPTION CONSOMMATEURS

By:

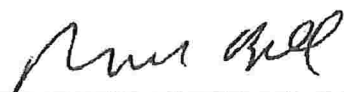
A handwritten signature in black ink, appearing to read "Daniel Belleau", written over a horizontal line.

Daniel Belleau  
BELLEAU LAPOINTE LLP  
306 D'Youville Place (B-10)  
Montréal, QC H2Y 2B6  
E-mail: dbelleau@belleaulapointe.com

Counsel for VOLKSWAGEN AKTIENGESELLSCHAFT, AUDI AKTIENGESELLSCHAFT,  
VOLKSWAGEN GROUP OF AMERICA, INC., VOLKSWAGEN GROUP CANADA INC., AUDI  
CANADA INC. and VW CREDIT CANADA, INC.

By:   
Cheryl Woodin  
BORDEN LADNER GERVAIS LLP  
22 Adelaide Street West  
Bay Adelaide Centre, East Tower  
Toronto, ON M5H 4E3  
E-mail: cwoodin@blg.com

*April 19/2017*

By:   
Robert Bell  
LERNERS LLP  
130 Adelaide Street West  
Suite 2400  
Toronto, ON M5H 3P5  
E-mail: rbell@lerners.ca

**MATTHEW ROBERT QUENNEVILLE et al.**  
Plaintiffs

- and -

**VOLKSWAGEN GROUP CANADA, INC.,**

Defendants

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Proceedings commenced at **Toronto**

Proceeding under the *Class Proceedings Act, 1992*

**ORDER  
(Approval Order)**

**LERNERS LLP**  
Barristers & Solicitors  
130 Adelaide Street West, Suite 2400  
Toronto, Ontario M5H 3P5

**Robert Bell (LSUC #20145G)**  
Tel: 416-601-2374  
Fax: 416-867-2435

**BORDEN LADNER GERVAIS LLP**  
Barristers and Solicitors  
Bay Adelaide Centre, East Tower  
22 Adelaide Street West  
Toronto, ON M5H 4E3

**Cheryl M. Woodin (LSUC#40720P)**  
Tel: 416-367-6270  
Fax: 416-367-6749

Lawyers for the Defendants