

COURT FILE NUMBER: QBG-RG-02776-2018

COURT OF KING'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE: REGINA

PLAINTIFFS: BLAINE COVILL

DEFENDANTS: VOLKSWAGEN GROUP CANADA, INC.,
VOLKSWAGEN GROUP OF AMERICA, INC.,
AUDI CANADA, INC., and
AUDI OF AMERICA LLC

Brought under *The Class Actions Act*

ORDER

Before The Honourable Justice G.G. Mitchell in chambers this 6th day of October 2023.

THIS APPLICATION made by the Plaintiff for an order conditionally certifying this proceeding as a class proceeding for the purpose of implementing a national settlement agreement (the "Settlement Agreement"), and for an order approving the Pre-Approval Notice and the appointment of the Claims Administrator was made before The Honourable Justice Mitchell this 7th day of September, 2023.

UPON BEING ADVISED that, subject to Court approval, the Plaintiff and the Defendants have entered into the proposed Settlement Agreement attached hereto as Schedule "A", and that the Plaintiff and Defendants have consented to the terms of this Order;

THE COURT ORDERS THAT:

1. The Settlement Agreement in its entirety is incorporated by reference in this Order. The definitions in the Settlement Agreement are incorporated into and shall be applied in interpreting this Order.

Certification

2. The Proceeding is certified as a class proceeding for settlement purposes only.

3. The Class is certified as follows:

- a. All persons in Canada (including but not limited to individuals, corporations, and estates), who own or have owned, or lease or have leased, one or more of the Class Vehicles affected by or may reasonably be expected to be affected by the Class Vehicle’s Water Pump System. “Class Vehicles” include the following Volkswagen or Audi brand vehicles with a 1.8 or 2.0L EA888 engine, as identified in Exhibit 1 to the Settlement Agreement:

VOLKSWAGEN		AUDI	
Model	Model Years	Model	Model Years
Beetle	2012-2019	A3	2008-2013, 2015-2020
Beetle Convertible	2014-2019	S3	2015-2020
Super Beetle	2013-2015	A4	2009-2020
Arteon	2019-2020	A5	2010-2020
Atlas	2018-2021	A6	2013-2018, 2020
CC	2013-2016	Q3	2015-2020
Passat CC	2009-2012	Q5	2011-2021
Eos	2009-2015	Q7	2017-2019
Golf	2015-2018	TT	2009-2020
GTI	2009-2013, 2015-2021	TTS	2016-2020
Golf R	2016-2019		
Golf Sportwagon	2015-2019		
Jetta	2009-2010, 2014-2017		
Jetta GLI	2009, 2012-2017, 2019-2021		
Passat	2008-2010, 2014-2021		
Passat Wagon	2008-2010		
Tiguan	2009-2021		

4. Blaine Covill is hereby appointed as the representative plaintiff for the Class.
5. The causes of action asserted on behalf of the Class are set out in the Statement of Claim and include, among others, negligence, breach of contract, misrepresentation, breaches of the *Competition Act* RSC, 1985, c. C-34; and Consumer Legislation, unjust enrichment, waiver of tort, and the relief sought includes general, special, damages for depreciation in resale value, the loss of use, annoyance, and inconvenience, punitive, aggravated and exemplary damages, and pre-judgment interest.
6. The common issue in the Proceeding for settlement purposes is: Whether the Class Vehicles contain a design, development, or manufacturing defect (the “Defect”) affecting the water pump system that could cause or contribute to unreasonable rates of water pump failure, engine damage, engine failure, engine overheating, sudden loss of power, or other engine problems when driven as intended?

Notices

7. The short-form, press release and long-form of the Pre-Approval Notice are hereby approved substantially in the forms attached to this Order as Schedules “B” to “D”.
8. The Notice Program for the Pre-Approval Notice is hereby approved substantially in the form attached to this Order as Schedule “E” and that the Pre-Approval Notice shall be disseminated in accordance with the Notice Program.
9. The Pre-Approval Notice constitutes fair and reasonable notice to the Class of the Settlement Agreement approval hearing.

Claims Administrator

10. RicePoint Administration Inc. is hereby appointed as the Claims Administrator.
11. The Claims Administrator is additionally the Notice Administrator and Opt-Out / Objection Administrator as defined in the Settlement Agreement.
12. The Claims Administrator shall execute its obligations as set out in the Settlement Agreement including the Pre-Approval Notice pursuant to the Notice Program. The Defendants shall be solely responsible for all expenses of the Claims Administrator including expenses for the Notice Program.

Opt Outs

13. The Opt Out Form is approved substantially in the form attached to this Order as Schedule “F”.
14. A Class Member may opt out of the certified class action by sending a completed Opt Out Form to the Opt Out / Objection Administrator by pre-paid mail, courier, or email to the Claims Administrator in accordance with the Settlement Agreement by the Opt Out Deadline. Elections to opt out must be received before 5:00 p.m. E.T. on the date of the Opt Out Deadline. In order to opt out, a Class Member must:
 - i. must personally sign the Opt Out Form;
 - ii. state the Class Member’s full name, mailing address, telephone number and e-mail address (if applicable);

- iii. identify the brand, model, model year and VIN of the proposed Eligible Vehicle;
 - iv. submit proof that the Class Member has owned or leased the Eligible Vehicle (i.e. a true copy of a vehicle title, registration, or license receipt); and
 - v. state that the potential Class Member elects to be excluded from the Settlement Agreement.
15. If the potential Class Member is deceased, a minor or otherwise incapable of making their own opt-out election, the information required by Section 9.3 of Settlement Agreement must be provided along with the contact information of the person acting on behalf of the potential Class Member, together with a copy of the power of attorney, court order or other authorization serving as the proposed basis for permitting such person to represent the potential Class Member.
 16. Any potential Settlement Class Member who elects to opt out of the Settlement Agreement may not also object to the Settlement Agreement unless they re-elect in writing to become a Class Members and the re-election request is received by the Claims Administrator by Objection Deadline or thereafter, only by agreement of the parties or order of the Court.
 17. If a potential Class Member elects to opt out of the Settlement Class and objects to the Settlement Agreement, the opt out election shall supersede the objection and the objection shall be deemed withdrawn.
 18. No Class Member may opt-out of the Proceeding after the Opt Out Deadline.

Objections

19. A Class Member may object to the approval of the Settlement Agreement by sending a written objection by pre-paid mail, courier, or email to the Opt Out / Objection Administrator in accordance with the Settlement Agreement. Objections must be received before 5:00 p.m. E.T. on the date of the Objection Deadline.
20. A Class Member who wishes to object to the Settlement Agreement must, in their written objection:
 - i. personally sign the objection;

- ii. state the Class Member's full name, mailing address, telephone number and e-mail address (if applicable);
 - iii. identify the brand, model, model year and VIN of the proposed Eligible Vehicle;
 - iv. provide proof that the objector has owned or leased the Eligible Vehicle (i.e. a true copy of a vehicle title, registration, or license receipt);
 - v. provide a brief statement of the nature of and reason for the objection to the Settlement Agreement;
 - vi. indicate whether the potential Class Member intends to appear in person or by counsel at the Settlement Approval Hearing, and if appearing by counsel, the name, address, telephone number and e-mail address of counsel;
21. If the potential Class Member is deceased, a minor or otherwise incapable of making their own written objection to the Settlement Agreement, the information required by Section 9.3 of Settlement Agreement must be provided along with the contact information of the person acting on behalf of the potential Class Member, together with a copy of the power of attorney, court order or other authorization serving as the proposed basis for permitting such person to represent the potential Class Member.
22. No Class Member may object to the approval of the Settlement Agreement after the Objection Deadline. For greater certainty, except by order of the Court or the agreement of the parties, no Class Member may appear at the Settlement Approval Hearing and object to the approval of the Settlement Agreement if the Class Member has not provided a written objection to the Objection / Opt Out Administrator prior to the Objection Deadline.

Settlement Approval Hearing

23. The motion for settlement approval in this proceeding shall be heard at such a place and time as this Court may direct.
24. At least two (2) days before the scheduled Settlement Approval Hearing, the Claims Administrator shall serve on the parties and file with the Court an affidavit:
- i. reporting on the number of opt-out elections and re-elections received on or before the Opt-Out Deadline; and
 - ii. compiling copies of all written objections received on or before the Objection Deadline.

25. The Settlement Approval Hearing will be conducted: to determine whether the Settlement Agreement is fair, reasonable, and in the best interests of the Class and therefore is finally approved pursuant to section 38 of *The Class Actions Act*, S.S. 2001, c.C-12.01; to enter an order of dismissal of this proceeding with prejudice and without costs; to approve the releases as specified at section 5 of the Settlement Agreement; and to rule on such other matters as the Court may deem appropriate.

Sealing Order

26. The vehicle identification numbers (“VINs”) of Eligible Vehicles attached as Exhibit 1 to the Settlement Agreement be filed, treated as confidential, sealed and not form part of the public record for the purpose of protecting the privacy interest of customers.

Contingent Certification

27. In the event the Settlement Agreement is not approved by the Court, it is terminated in accordance with its terms, or otherwise fails to take effect for any reason, then the Settlement Agreement shall become null and void pursuant to its terms, and the within Order certifying this Proceeding for settlement purposes is hereby set aside, without further Order of this Court.

Effective Date of Order

28. This Order, once signed, will become effective on the day the Claims Administrator sends the Pre-Approval Notice.
29. There shall be no costs of this motion.

ISSUED at Regina, Saskatchewan, this 16th day of Oct, 2023.


BY LOCAL REGISTRAR