

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE)
MR. JUSTICE BELOBABA)

WEDNESDAY the 23
day of DECEMBER, 2020

BETWEEN:

UDO RENK

Plaintiff

- and -

AUDI CANADA INC., AUDI
AKTIENGESELLSCHAFT, AUDI OF AMERICA
INC., VW CREDIT CANADA INC., BENTLEY
MOTORS CANADA LTD., PORSCHE CARS
CANADA LTD., VOLKSWAGEN GROUP CANADA
INC., and VOLKSWAGEN AKTIENGESELLSCHAFT

Defendants

Proceeding under the *Class Proceedings Act, 1992*

**ORDER
(Settlement Approval and Notice of Settlement Approval)**

THIS MOTION made by the Plaintiff for an Order approving the settlement agreement between the Parties dated as of September 4, 2020 (“Settlement Agreement”) was heard this day in Toronto, Ontario by Zoom Videoconference;

AND ON READING all materials filed:

AND ON BEING ADVISED that the Parties consent to the form and content of this Order;

AND ON BEING ADVISED that RicePoint Administration Inc. (“RicePoint”) consents to being appointed as Administrator of the Claims Program;

1. **THIS COURT ORDERS** that, except to the extent they are modified by this Order, the definitions set out in the Settlement Agreement attached hereto as Schedule “A” apply to and are incorporated into this Order.
2. **THIS COURT ORDERS AND DECLARES** that the Settlement Agreement is fair, reasonable and in the best interests of the Settlement Class.
3. **THIS COURT ORDERS** that the Settlement Agreement is hereby approved pursuant to section 29 of the *Class Proceedings Act, 1992* and shall be implemented and enforced in accordance with its terms.
4. **THIS COURT ORDERS** that this Order, including the Settlement Agreement, are binding upon the Defendants, the Settlement Class Representative and, because none opted out of the Action, upon all Settlement Class Members, including persons who are minors or mentally incapable, and the requirements of *Rules 7.04(1)* and *7.08(4)* of the *Rules of Civil Procedure* are waived.
5. **THIS COURT ORDERS AND DECLARES** that the Settlement Class Release set out in Section 6 of the Settlement Agreement is approved and shall take effect upon the Effective Date, and all Releasing Parties have released and shall conclusively be deemed to have forever, finally and absolutely released the Released Parties from the Released Claims.
6. **THIS COURT ORDERS** that this Action shall be and is hereby dismissed, without costs and with prejudice.
7. **THIS COURT ORDERS** that upon the Effective Date, each Releasing Party shall not

now or hereafter institute, maintain, prosecute, assert and/or cooperate in the institution, commencement, filing, or prosecution of any suit, action and/or other proceeding against the Released Parties with respect to the claims, causes of action and/or any other matters subject to the Settlement Class Release.

8. **THIS COURT ORDERS** that RicePoint is appointed as the Administrator of the Claims Program for the purpose of implementing this Settlement Agreement.

9. **THIS COURT ORDERS** that the proposed notice of the Settlement Agreement's approval ("Notice") attached hereto as Schedule "B" is approved. Following the Effective Date, the Notice shall be disseminated as specified in paragraph 11 of this Order, subject to the right of the Parties to make minor, non-material amendments to the Notice by mutual agreement, as may be necessary or desirable.

10. **THIS COURT ORDERS** that the Settlement Class Representative, through Class Counsel and the Administrator, shall have the Notice translated into French, and the translated Notices shall be deemed to be approved by the Court without any other further step needing to be taken.

11. **THIS COURT ORDERS** that the Parties adhere to the following plan for dissemination of the Notice:

- a) Within 30 days of the Effective Date, the Administrator shall, based on the list of names and contact information compiled in accordance with Section 10.3 of the Settlement Agreement, cause the Notice to be sent to the email addresses of the potential Settlement Class Members and, where no email address is available or the email fails to deliver, cause the Notice to be sent by regular mail to their mailing address, which the Administrator shall verify against Canada Post's National

Change of Address (NCOA) database and, if applicable, the U.S. Postal Service's National Change of Address (NCOALink) dataset;

- b) Within 15 days of the Effective Date, the Notice shall be posted to Class Counsel's social media accounts; and
 - c) Within 15 days of the Effective Date, the Notice shall be posted to the Settlement Website and Class Counsel's law firm websites.
12. **THIS COURT ORDERS** that the Settlement Fund shall be all-inclusive of any costs and interest in connection with the Settlement Agreement, including remuneration of the fees and disbursements of the Administrator, and under no circumstances will the Defendants be required to pay more than the Settlement Fund.
13. **THIS COURT DECLARES** that the Parties may, without further notice to the Settlement Class or further Order of the Court, amend, modify, or expand the terms and provisions of the Settlement Agreement by written agreement provided any such changes are consistent with this Order and do not limit the rights of Settlement Class Members under the Settlement Agreement.
14. **THIS COURT DECLARES** that this Order shall not be effective unless and until an order generally on the same terms as this Order is issued by the Superior Court of Québec in the action titled: *Jacques Bouchard v. Audi Canada Inc. et al.*, Superior Court of Québec, Court File No. 500-06-000828-166 .
15. **THIS COURT ORDERS** that there be no costs of this motion.

Signed: *Justice Edward P. Belobaba*

Notwithstanding Rule 59.05, this Judgment [Order] is effective from the date it is made, and is enforceable without any need for entry and filing. In accordance with Rules 77.07(6) and 1.04, no formal Judgment [Order] need be entered and filed unless an appeal or a motion for leave to appeal is brought to an appellate court. Any party to this Judgment [Order] may nonetheless submit a formal Judgment [Order] for original signing, entry and filing when the Court returns to regular operations.

