

COURT FILE NUMBER: QBG-RG-02776-2018

COURT OF KING'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE: REGINA

PLAINTIFF: 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 1st day of December, 2023.

THIS APPLICATION made by Blaine Covill for an Order approving the national settlement agreement dated September 7, 2023 (the "**Settlement Agreement**"), for an order approving the settlement approval notice (the "**Approval Notice**") and notice plan (the "**Notice Plan**"), approval of Class Counsel fees (the "**Class Counsel Fees**"), and approval of honoraria for representative plaintiff and five affiant witnesses (the "**Honoraria Approval**") was made before The Honourable Justice Mitchell this 1st day of December 2023.

UPON READING the materials filed, including the Settlement Agreement, and on hearing the submissions of counsel for the Plaintiff ("**Class Counsel**") and counsel for the Defendants, and any objectors or reading submissions of any objectors, fair and adequate notice of this hearing having been provided to Class Members substantially in accordance with the Certification and Notice Order of this Court dated October 6, 2023 ("**Certification and Hearing Notice Order**").

UPON BEING ADVISED that, subject to Court approval, the Plaintiff and the Defendants have consented to all the terms of this Order and the form and content of the Approval Notice, Notice Plan, and claims program and administration except with respect to the terms regarding Class Counsel Fees and the Honoraria Approval, that are matters upon which the Defendants take no position.

THE COURT ORDERS THAT:

1. The definitions in the Settlement Agreement are incorporated into and shall be applied in interpreting this Order.
2. In the event of a conflict between the terms of this Order and the Settlement Agreement, the terms of this Order shall prevail.

Settlement Approval

3. All provisions of the Settlement Agreement (including its Preamble & Recitals and Definitions) form part of this Order and are binding upon the Class Members who did not opt-out of this action in accordance with the Certification and Hearing Notice Order, including those persons who are mentally incapable, Class Counsel and the Defendants.
4. The settlement of this action, as set out in the Settlement Agreement, is fair and reasonable and in the best interests of Class Members and is hereby approved pursuant to section 38 *The Class Actions Act*, S.S. 2001, c.C-12.01, and shall be implemented and enforced in accordance with its terms.

Fees and Honoraria

5. The Contingency Fee Retainer Agreement, made between the Plaintiff and Class Counsel, is fair and reasonable, and is hereby approved pursuant to s. 41(2) of *The Class Actions Act*, S.S. 2001, c.C-12.01.
6. The representative plaintiff, Blaine Covill, shall be paid an honoraria of \$2,000.00 by the Defendant Volkswagen Group Canada Inc. (“VGCA”) with said payment forwarded to Class Counsel.
7. The following supporting affiants for the plaintiff’s action shall be paid an honoraria of \$1,000.00 each by VGCA with said payment forwarded to Class Counsel:
 - i. Karl Wolfsjager,
 - ii. Thomas Ahlin,
 - iii. David Allamby,
 - iv. Angelo Susi, and

v. Tammy Wagner.

8. Class Counsel Fees in the amount of \$450,000 plus applicable taxes are declared to be fair and reasonable and shall be paid to Class Counsel by VGCA.

Claim Form, Notice and Claims Administration

9. The proposed Claims Program process as described in Schedule C of the Settlement Agreement, attached to this Order as Schedule "A", is hereby approved.
10. The Claim Form attached to this Order as Schedule "B" (English & French) is hereby approved and shall be utilized by RicePoint Administration Inc. (the "**Claims Administrator**"), in administering the Settlement Agreement.
11. The Notice Plain for the Approval Notice as described in Schedule G to the Settlement Agreement is hereby approved substantially in the form attached to this Order as Schedule "C".
12. The short-form, press release, and long form of the Approval Notice are hereby approved substantially in the forms attached as Schedules D, E, and F.
13. The Claims Administrator shall implement the terms and conditions set out in the Settlement Agreement in relation thereto, and being granted the rights and obligations provided by the Settlement Agreement in that regard and for the claims program and administration, subject to any further order from this Court, at the case may be.
14. The Claims Administrator may at its discretion seek additional information or documents in administering the settlement or direction of this Court as to the implementation of the Settlement or approval of a Claim.
15. The Claims Administrator's fees for administering the settlement pursuant to the Settlement Agreement which includes the Notice Plan shall be paid by VGCA.

Release and Dismissal

16. The releases provided at section [5] of the Settlement Agreement are approved and will take effect upon the Effective Date.
17. The Settlement Agreement and this Order are binding upon Class Members, whether or not such Class Members receive or claim compensation, including persons who are minors or are mentally incapable, and the need for service or notice of this or any further or subsequent steps in these proceedings on the Public Guardian and Trustee, as well as all other requirements in the *Public Guardian and Trustee Act*, SS 1983, c P-36.3, and rules 2-14 to 2-22 of *The King's Bench Rules*, are hereby dispensed with.
18. Upon the Effective Date, the Releasing Parties has released and shall be conclusively deemed to have forever and absolutely released the Released Parties from the Released Claims.
19. Upon the Effective Date, each Class Member shall be deemed to have consented to the dismissal of any other action or proceeding he or she may have commenced asserting Released Claims as against the Released Parties, without costs and with prejudice;
20. Upon the Effective Date, Class Members shall not institute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other Person, any action, suit, cause of action, claim or demand against any Released Party, or against any other person that is entitled to claim contribution or indemnity from any Released Party, in respect of any Released Claim;
21. The Parties may, without further notice to the 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 Class Members under the Settlement Agreement.
22. Neither the Settlement Agreement (including all terms thereof), nor its performance and implementation, shall be construed as any admission by the Defendants, including but not limited as to: (1) the validity of any claim, theory, or fact; (2) any liability, fault, or

responsibility; or (3) the existence, cause, or extent of any damages or losses alleged or suffered by any Class Member.

23. Other than as provided in the Settlement Agreement, no Released Parties shall have any responsibility or liability whatsoever relating to the administration of the Settlement Agreement.
24. This Order shall be declared null and void in the event that the Settlement Agreement is terminated in accordance with its terms or otherwise fails to take effect for any reason.
25. On notice to the Court but without further order of the Court, the parties to the Settlement Agreement may agree to reasonable extensions of time to carry out any provisions of the Settlement Agreement.
26. For purposes of administration and enforcement of the Settlement Agreement and this Order, this Court will retain an ongoing supervisory role and the Parties acknowledge and attorn to the jurisdiction of this Court solely for the purpose of implementing, administering and enforcing the Settlement Agreement and this Order, and subject to the terms and conditions set out in the Settlement Agreement and this Order.
27. Upon the Effective Date, this proceeding is hereby dismissed against the Defendants, without costs and with prejudice, and such dismissal shall be a defence to any subsequent action in respect of the subject matter hereof.
28. This Order will become effective on the day it is signed.
29. There shall be no costs of this motion.

ISSUED at Regina, Saskatchewan, this 1st day of December, 2023.

 M. Nieswandt DLR

M. Nieswandt
Dy. Local Registrar

CONTACT INFORMATION AND ADDRESS FOR SERVICE

Name of firm: Merchant Law Group LLP
Name of lawyer in charge of file: E.F. Anthony Merchant, K.C.
Address of legal firm: 100-2401 Saskatchewan Drive
Regina, Saskatchewan S4P 4H8
Telephone number: (306) 359-7777
Fax number: (306) 522-3299
E-mail address: tmerchant@merchantlaw.com

SCHEDULE C

CLAIMS PROGRAM AND ADMINISTRATION

In this Schedule, Volkswagen and Audi dealerships are referred to as "Dealerships". Claimants will be able to choose the Dealership where they wish to attend for any of the processes described below, subject to their eligibility and Dealerships' availability and scheduling. Unless otherwise provided in this Schedule, capitalized terms have the meaning as set forth in the Settlement Agreement.

The Claims Process for Settlement Class Members. Settlement Class Members will have until at least 4 months after the Effective Date to submit a complete and valid Claim pursuant to the Settlement Agreement (the "Settlement").

The Claims Process will take place in four steps, summarized here.

- At **Step 1**, Class Members will contact 1-866-642-0774 or visit canadianwaterpumpsettlement.ca to determine whether they are, or have been, registered owners or lessees of an Eligible Vehicle. Class Members may then obtain information about their available options by reviewing the Settlement Agreement, Settlement Class Notices or by contacting Class Counsel free of charge.
- At **Step 2**, once a Settlement Class Member is ready to proceed with the Claims Process, the Settlement Class Member will submit a Claim Form that contains certain information about his or her Eligible Vehicle along with required documentation. Once a Claim Form is submitted, the Settlement Class Member becomes a Claimant.
- At **Step 3**, the Claimant's eligibility or ineligibility to participate in this Settlement will be determined. Claimants who are eligible are Eligible Claimants under the Claims Process.
- At **Step 4**, Eligible Claimants will receive their benefits under the Settlement Agreement by the Claims Period Deadline.

Details about the Steps of the Claims Process

STEP 1: Obtaining Information about Available Benefits. As part of the Claims Process, Settlement Class Members will receive information about the benefits that may be available to them. This information will remain available on the Settlement Website and through the Settlement Class Notices. Settlement Class Members can take their time to consider that information. They will have until at least 4 months after the Effective Date to submit a complete and valid Claim.

- a) **Determining Eligibility.** To confirm whether or not a potential Settlement Class Member has an Eligible Vehicle, Settlement Class Members may call 1-866-642-0774 or by visiting canadianwaterpumpsettlement.ca and providing their Vehicle Identification Number, also known as VIN. A VIN is a unique identification number for a vehicle. It contains a combination of 17 numbers and letters. You can find it on the province vehicle registration, vehicle insurance card or the vehicle itself—either on the driver's side of the dashboard at the bottom of the windshield or on the driver's side door jamb. A VIN will never include the letter 'i' or the letter 'o', but may include the number '1' or the number '0'.
- b) **Obtaining Information Electronically Via the Settlement Website.** Settlement Class Members who wish to receive general information about the Settlement may visit the Settlement Website during the Claims Period at canadianwaterpumpsettlement.ca.
- c) **Obtaining Information through Settlement Class Notices.** Settlement Class Members may also obtain information about their available benefits by reviewing the Settlement Class Notices delivered to them or available on the Settlement Website.
- d) **Obtaining Information through Class Counsel.** Settlement Class Members may also contact Class Counsel free of charge to obtain information about the Settlement and their available benefits.

STEP 2: Submitting a Claim. The next step is to formally submit a Claim. At this step, Settlement Class Members will provide to the Claims Administrator additional information and documentation not already provided. Settlement Class Members may submit a Claim to participate in the Settlement. Settlement Class Members who submit a Claim Form will receive a Claim Number once their Claim Form is received and their initial submission has been processed.

To submit a Claim, Settlement Class Members may complete a paper Claim Form and submit it by mail or email to the Claims Administrator along with all required documentation. Documentation required may include (if applicable) a driver's license or other government-issued photo identification, the dates the Settlement Class Member owned or leased the Eligible Vehicle, Proof of Ownership, current vehicle registration, and documents evidencing the Settlement Class Member's adherence to the relevant aspects of their Eligible Vehicle's maintenance schedule. Additional documentation may be required to verify eligibility depending on the nature of the Claim.

STEP 3: Verification. Based on information and documents collected from Settlement Class Members, a determination will be made by the Claims Administrator about the Settlement Class Member's eligibility (or ineligibility) to participate in the Settlement. Once a Settlement Class Member's eligibility is verified, the Settlement Class Member becomes an Eligible Claimant.

STEP 4: Obtaining a Benefit and Scheduling Appointments

An Eligible Claimant will complete their Claim and receive their benefit in accordance with the Settlement Agreement.

a) Reimbursement for Out-of-Pocket Expenses. Payments for reimbursement of out-of-pocket expenses under the Settlement Agreement will be made by cheque.

b) Repairs/Replacements Under the Extended Warranty. An Eligible Claimant who wishes to receive repairs or replacements under the Extended Warranty pursuant to the Settlement Agreement will bring their Eligible Vehicle to a Volkswagen or Audi Dealership, depending on their Eligible Vehicle, to obtain a repair or replacement. Depending on the repair and/or replacement to be completed under the Extended Warranty, and the age or mileage of the Eligible Vehicle, a Settlement Class Member may be required to make a partial payment towards completion of the repair and/or replacement.

Contested Eligibility. If a Claimant contests a decision made about their eligibility, that Claimant may in certain circumstances appeal the decision. For more information, visit canadianwaterpumpsettlement.ca, call 1-866-642-0774, or contact Class Counsel.

Claim Period. Settlement Class Members will have until at least 4 months after the Effective Date to submit a complete and valid Claim, including all information and documentation necessary to establish eligibility.

Schedule B to the
order.
M.N.

Must Be Postmarked
No Later Than
MONTH DAY, 2024

VOLKSWAGEN AND AUDI ENGINE WATER PUMP SETTLEMENT REIMBURSEMENT CLAIM FORM

TO RECEIVE REIMBURSEMENT FOR CERTAIN PAST EXPENSES:

You must complete, sign and submit this Claim Form together with all required Proof of Ownership, Proof of Repair Expense and Proof of Adherence to the Vehicle's Maintenance Schedule to receive reimbursement of certain past out-of-pocket expenses for one covered repair of the Primary Engine Water Pump (defined as the primary coolant module including the engine water (coolant) pump and the controller unit) and/or of engine damage directly due to a failure of the Primary Engine Water Pump of an Eligible Vehicle. Terms and conditions of reimbursement are governed by the settlement reached in *Blaine Covill v. Volkswagen Group Canada, Inc. et al*, Court of Kings's Bench for Saskatchewan Court File No. QBG-RG-02776-2018.

Details about the settlement are available at www.canadianwaterpumpsettlement.ca.

You should complete this Claim Form if you do not have Internet access.

If you have Internet access, please file a claim online at www.canadianwaterpumpsettlement.ca.

FIVE STEPS FOR SUBMITTING A CLAIM FOR REIMBURSEMENT:

I. Claimant Contact & Vehicle Information

First Name: _____ Last Name: _____

Mailing Address: _____

City: _____ Province: _____ Postal Code: _____

Telephone Number: (____) _____ -- _____ Email (if applicable): _____

Vehicle Identification Number (VIN): _____

Vehicle Make: _____ Vehicle Model: _____ Vehicle Year: _____

YOU MUST PROVIDE PROOF OF OWNERSHIP OR LEASE DURING THE PERIOD WHEN REIMBURSEMENT IS CLAIMED WITH THIS CLAIM FORM. FAILURE TO DO SO MAY RESULT ON THE DENIAL OF YOUR CLAIM.

II. Provide legible copies of a Repair Order and/or Other Records (ie. receipt, invoice) for the Repair which Must Include the Following Information:

- a. Your name and address;
- b. The make, model and Vehicle Identification Number (VIN) of your Eligible Vehicle that had the repair;
- c. The date of the repair of your Eligible Vehicle;
- d. The dealer or other facility that performed the Repair;
- e. A description of the repair work performed (demonstrating that this was a repair covered under the Settlement) including the parts repaired/replaced and a breakdown of the parts and labor costs;
- f. The vehicle's mileage at the time of the repair; and
- g. Proof of payment, including the amount paid, for the covered repair.

Total Dollar Amount Claimed For Repair: \$ _____ (CAD)

III. Provide Proof of Adherence to Vehicle Maintenance Schedule

Provide documents evidencing the Settlement Class Member's adherence to the relevant aspects of their Eligible Vehicle's maintenance schedule, set forth in the Warranty and Maintenance Booklet for the vehicle that are relevant to the coolant system, including use of the specification of coolant fluid recommended by Volkswagen [for the Volkswagen Eligible Vehicles] and Audi [for the Audi Eligible Vehicles], during the time he/she/it owned and/or leased the vehicle, up to the date/mileage of repair or replacement, within a variance of ten percent (10%) of the scheduled time/mileage requirements. In the event maintenance records cannot be obtained despite a good faith effort to obtain them, the Settlement Class Member may submit a sworn Declaration detailing what efforts were made to obtain the records, including the person(s) with whom he/she/it communicated in an effort to obtain the records, when and in what manner that occurred, and why the records are not available, and attesting to adherence to the Eligible Vehicle's maintenance schedule as set forth above. A form Declaration is available for you on the Settlement website at www.canadianwaterpumpsettlement.ca or can be mailed to you upon request at 1-(866)-642-0774.

IV. Past Reimbursement for Claimed Repair

For the amount of the repair cost claimed in Step II for which you are seeking to be reimbursed, did you receive any payment, credit, coverage, concession, or reimbursement for all or any part of that amount from any other source, including from VW/Audi, any warranty, maintenance program, goodwill, coupon or reduction, or other full or partial reimbursement or refund (for example, by an VW/Audi dealership or any insurance company, under any extended warranty or service contract, or by any other source)?

Yes

No

If you answered YES, list the total amount of the cost for which you received a payment, reimbursement, coverage, credit, or concession:

\$ _____

V. Certification of Accuracy and Release of Claim

I (we) hereby certify that all the information that I (we) supplied in this Claim Form is true and correct to the best of my (our) knowledge and belief. Any information submitted that is later determined by the Claims Administrator to be incorrect or untrue may result in a cancellation of settlement benefits and the immediate return of any benefits already received.

If more than one Owner/Lessee, this Claim Form must be signed by all Owners/Lessees

Signature of Claimant

_____/_____/_____
Date of Signature

Signature of Claimant

_____/_____/_____
Date of Signature

VI. Mail Claim Form and Required Proof of Ownership, Proof of Repair Expense and Proof of Adherence to the Vehicle's Maintenance Schedule

Mail: Engine Water Pump Settlement
c/o RicePoint Administration Inc.
P.O. Box 3355
London, ON N6A 4K3

Courier: Engine Water Pump Settlement
c/o RicePoint Administration Inc.
1480 Richmond St. #204
London, ON N6G 0J4

All claims must be submitted to the Claims Administrator via the Settlement Website or mail by <CLAIM DEADLINE>. If your claim is submitted by mail without a postmark, it must be received by <CLAIM DEADLINE>.

If you have questions about this Claim Form, call 1-(866)-642-0774 or visit www.canadianwaterpumpsettlement.ca

FORMULAIRE DE RÉCLAMATION DE REMBOURSEMENT DANS LE CADRE DU RÈGLEMENT CONCERNANT LA POMPE À EAU DU MOTEUR DES VÉHICULES VOLKSWAGEN ET AUDI

POUR OBTENIR LE REMBOURSEMENT DE CERTAINS FRAIS ENGAGÉS :

Vous devez remplir, signer et soumettre le présent formulaire de réclamation avec l'ensemble des Preuve de propriété, Preuve de frais de réparation et Preuve du respect du calendrier d'entretien du véhicule exigées pour obtenir le remboursement de certains frais déboursés pour une réparation couverte de la pompe à eau primaire du moteur (définie comme étant le module de refroidissement primaire comprenant la pompe à eau (liquide de refroidissement) du moteur et l'unité de commande) et/ou de dommages au moteur directement occasionnés par une défaillance de la pompe à eau primaire du moteur d'un véhicule admissible. Les modalités de remboursement sont régies par le règlement conclu dans le cadre de *Blaine Covill c. Volkswagen Group Canada, Inc. et al.*, Cour du Banc du Roi de la Saskatchewan, dossier de la Cour n° QBG-RG-02776-2018.

Il est possible d'obtenir plus d'information sur le règlement à l'adresse <https://fr.canadianwaterpumpsettlement.ca>.

Vous devriez remplir le présent formulaire de réclamation si vous n'avez pas d'accès Internet.

Si vous avez un accès Internet, veuillez présenter une réclamation en ligne à l'adresse <https://fr.canadianwaterpumpsettlement.ca>.

CINQ ÉTAPES POUR PRÉSENTER UNE RÉCLAMATION DE REMBOURSEMENT :

I. Coordonnées du réclamant et renseignements sur le véhicule

Prénom : _____ Nom de famille : _____

Adresse postale : _____

Ville : _____ Province : _____ Code postal : _____

Numéro de téléphone : (____) _____ -- _____ Adresse courriel (s'il y a lieu) : _____

Numéro d'identification de véhicule (NIV) : _____

Marque du véhicule : _____ Modèle du véhicule : _____ Année du véhicule : _____

VOUS DEVEZ FOURNIR LA PREUVE DE PROPRIÉTÉ OU DE LOCATION PENDANT LA PÉRIODE À L'ÉGARD DE LAQUELLE LE REMBOURSEMENT EST RÉCLAMÉ AVEC LE PRÉSENT FORMULAIRE DE RÉCLAMATION. LE DÉFAUT DE CE FAIRE POURRAIT ENTRAÎNER LE REFUS DE VOTRE RÉCLAMATION.

II. Fournir des copies lisibles d'un bon de réparation et/ou d'autres documents (c.-à.-d. reçu, facture) pour la réparation, qui doivent comporter les renseignements suivants :

- a. votre nom et votre adresse;
- b. la marque, le modèle et le Numéro d'identification de véhicule (NIV) de votre véhicule admissible ayant subi la réparation;
- c. la date de la réparation de votre véhicule admissible;
- d. le concessionnaire ou l'autre établissement qui a effectué la réparation;
- e. une description des travaux de réparation effectués (établissant qu'il s'agissait d'une réparation couverte par le règlement), notamment les pièces réparées/remplacées et une ventilation des coûts des pièces et de la main-d'œuvre;
- f. le kilométrage du véhicule au moment de la réparation;
- g. la preuve du paiement, y compris le montant payé pour la réparation couverte.

Montant total réclamé pour la réparation : _____ \$ CA

III. Fournir une Preuve du respect du calendrier d'entretien du véhicule

Fournissez les documents démontrant le respect par le Membre du groupe visé par le règlement, pendant la période où il était propriétaire et/ou locataire du véhicule, des aspects pertinents du calendrier d'entretien de son véhicule admissible énoncé dans le livret de garantie et guide d'entretien du véhicule qui concernent le système de refroidissement, y compris l'utilisation du liquide de refroidissement précisé et recommandé par Volkswagen [pour les véhicules admissibles Volkswagen] et par Audi [pour les véhicules admissibles Audi], conformément aux paramètres de temps et de kilométrage requis pour la réparation ou le remplacement, jusqu'à concurrence d'un écart de dix pour cent (10 %) par rapport à ces paramètres. Si les documents d'entretien ne peuvent pas être obtenus malgré des efforts de bonne foi pour les obtenir, le Membre du groupe visé par le règlement peut présenter une déclaration sous serment qui détaille les efforts déployés pour obtenir les documents, notamment en indiquant le nom de la ou des personnes contactées dans l'effort pour obtenir les documents, à quel moment et de quelle façon cette communication a eu lieu ainsi que les raisons pour lesquelles les documents ne sont pas disponibles, et qui atteste du respect du calendrier d'entretien du véhicule admissible comme il a été énoncé précédemment. Un formulaire de déclaration est mis à votre disposition sur le site Web du règlement à l'adresse <https://fr.canadianwaterpumpsettlement.ca> ou il peut vous être envoyé par la poste sur demande en appelant au 1 866 642-0774.

IV. Remboursement antérieur pour une réparation réclamée

En ce qui a trait au montant du coût de réparation réclamé à l'étape II pour lequel vous souhaitez être remboursé, avez-vous reçu un paiement, un crédit, une couverture, une condition avantageuse ou un remboursement à l'égard de la totalité ou d'une partie de ce montant provenant de toute autre source, notamment de VW/Audi, d'une garantie, d'un programme d'entretien, d'un programme de courtoisie à la clientèle, d'un coupon ou d'une réduction, ou un autre remboursement partiel ou total (par exemple, par un concessionnaire VW/Audi ou une compagnie d'assurance, aux termes d'une garantie prolongée ou d'un contrat de service, ou provenant de toute autre source)?

Oui

Non

Si vous avez répondu OUI, indiquez le montant total du coût à l'égard duquel vous avez reçu un paiement, un remboursement, une couverture, un crédit ou une condition avantageuse :

_____ \$

V. Attestation de l'exactitude de la réclamation et quittance

Par les présentes, j'atteste (nous attestons), à ma (notre) connaissance, que tous les renseignements que j'ai (nous avons) fournis dans le présent formulaire de réclamation sont véridiques et exacts. Tout renseignement soumis jugé plus tard incorrect ou faux par l'Administrateur des réclamations peut entraîner l'annulation des indemnités de règlement et le remboursement immédiat de toute indemnité déjà reçue.

Dans le cas où il y aurait plus d'un propriétaire ou locataire, le présent formulaire de réclamation doit être signé par tous les propriétaires/locataires.

Signature du réclamant

____/____/_____
Date de signature

Signature du réclamant

____/____/_____
Date de signature

VI. Poster le formulaire de réclamation ainsi que les Preuve de propriété, Preuve de frais de réparation et Preuve du respect du calendrier d'entretien du véhicule exigées

Poste : Règlement concernant la pompe à eau du moteur
a/s de RicePoint Administration Inc.
C.P. 3355
London (Ontario) N6A 4K3

Service de messagerie : Règlement concernant la
pompe à eau du moteur
a/s de RicePoint Administration Inc.
1480, rue Richmond, bureau 204
London (Ontario) N6G 0J4

Toutes les réclamations doivent être présentées à l'Administrateur des réclamations par l'entremise du site Web du règlement ou être postées au plus tard le <DATE LIMITE DE RÉCLAMATION>. Si votre réclamation est soumise par la poste sans date timbrée, elle doit être reçue au plus tard le <DATE LIMITE DE RÉCLAMATION>.

Pour toute question sur le présent formulaire de réclamation, veuillez composer le 1 866 642-0774 ou visiter le site
<https://fr.canadianwaterpumpsettlement.ca>.

SCHEDULE G - NOTICE PROGRAM

1. PRE-APPROVAL NOTICE.

1.1 Summary notices in English and French, substantially in the English form set out in Schedule E, shall be disseminated as follows:

1.1.1. By email, to all potential Class Members (i) for whom the Defendants have on file an e-mail address, or (ii) who have contacted Class Counsel and provided an e-mail address as their contact information;

1.1.2. By prepaid regular mail, to all potential Settlement Class Members (i) for whom VGCA has only a valid mailing address, or (ii) who have contacted Class Counsel and provided only a mailing address as their contact information;

1.1.3. National press release in English and French, distributed nationally and regionally in Canada; and

1.1.4. Published on the Settlement Website.

1.2 A long-form notice, substantially in the English form attached to as Schedule F to this Settlement Agreement, may also be published to the Settlement Website.

2. APPROVAL NOTICE.

2.1 Summary notices in English and French, substantially in the English form set out in Schedule E, but modified for the purposes of an approval notice, shall be disseminated as follows:

2.1.1. By email, to all potential Class Members (i) for whom the Defendants have on file an e-mail address, or (ii) who have contacted Class Counsel and provided an e-mail address as their contact information;

- 2.1.2. By prepaid regular mail, to all potential Settlement Class Members (i) for whom VGCA has only a valid mailing address, or (ii) who have contacted Class Counsel and provided only a mailing address as their contact information;
 - 2.1.3. National press release in English and French, distributed nationally and regionally in Canada; and
 - 2.1.4. Published on the Settlement Website.
- 2.2 A long-form notice, substantially in the English form attached to as Schedule F to this Settlement Agreement, may also be published to the Settlement Website.

Schedule D to the order
v.m.v.

**LEGAL NOTICE OF COURT APPROVAL OF:
VOLKSWAGEN / AUDI PRIMARY ENGINE WATER PUMP SETTLEMENT IN CANADA**

**COURTS HAVE APPROVED A NATIONWIDE SETTLEMENT TO
BENEFIT CERTAIN OWNERS AND LESSEES OF THE FOLLOWING VEHICLES:**

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

**IF YOU OWN, OWNED, LEASE OR LEASED ONE OF THESE VEHICLES, YOU MAY BE ELIGIBLE FOR BENEFITS IN
THE SETTLEMENT**

ELIGIBLE OWNERS AND LESSEES MAY SUBMIT A CLAIM FOR BENEFITS **BEGINNING ON [insert date]**

If your vehicle previously suffered a failure of its primary engine water pump within:

- For certain 2008-2014 vehicles, 10 years or 160,000 kilometers, whichever comes first; or
- For certain 2014-2021 vehicles, 8 years or 125,000 kilometers, whichever comes first;

YOU MAY HAVE A CLAIM for repair and/or replacement of the primary engine water pump or repair and/or replacement of an engine due to failure caused by a failure of primary engine water pump.

An extended warranty with the same time and mileage durations as set out above will be applied to your vehicle.

HOW DO I MAKE A CLAIM?

- The period for submitting a claim begins on [insert date] and runs until [insert date – 4 months after claims period starts]
- Visit canadianwaterpumpsettlement.ca to submit a claim, or to request a paper claim form if you do not have access to internet

**TO OBTAIN MORE INFORMATION VISIT canadianwaterpumpsettlement.ca OR CALL THE CLAIMS
ADMINISTRATOR AT 1-866-642-0774**

YOU MAY ALSO CONTACT CLASS COUNSEL AT WATERPUMP@MERCHANTLAW.COM OR 1-306-791-2178

**THIS NOTICE IS ONLY A SUMMARY OF SOME OF THE TERMS OF THE SETTLEMENT AGREEMENT
IF THERE IS A CONFLICT BETWEEN THIS NOTICE AND THE SETTLEMENT AGREEMENT, THE SETTLEMENT
AGREEMENT APPLIES**

**AVIS D'APPROBATION PAR LES TRIBUNAUX DU :
RÈGLEMENT CONCERNANT LA POMPE À EAU PRIMAIRE DU MOTEUR
DES VÉHICULES VOLKSWAGEN / AUDI AU CANADA**

LES TRIBUNAUX ONT APPROUVÉ UN RÈGLEMENT À L'ÉCHELLE CANADIENNE
AU BÉNÉFICE DE CERTAINS PROPRIÉTAIRES ET LOCATAIRES DES VÉHICULES SUIVANTS :

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

**SI VOUS ÊTES OU ÉTIEZ PROPRIÉTAIRE OU LOCATAIRE DE L'UN DE CES VÉHICULES, VOUS POURRIEZ ÊTRE ADMISSIBLE À
UNE INDEMNITÉ PRÉVUE AU RÈGLEMENT.**

LES PROPRIÉTAIRES OU LOCATAIRES ADMISSIBLES PEUVENT SOUMETTRE UNE RÉCLAMATION
D'INDEMNITÉS À **COMPTER DU [insérer la date]**

Si la pompe à eau primaire du moteur de votre véhicule a fait défaillance :

- pour certains véhicules des années 2008 à 2014, au cours d'une période de 10 ans ou des 160 000 kilomètres parcourus, selon la première de ces éventualités; ou
- pour certains véhicules des années 2014 à 2021, au cours d'une période de 8 ans ou des 125 000 kilomètres parcourus, selon la première de ces éventualités;

VOUS POURRIEZ RÉCLAMER les frais engagés pour la réparation et/ou le remplacement de la pompe à eau primaire du moteur ou pour la réparation et/ou le remplacement d'un moteur en raison d'une défaillance de la pompe à eau primaire du moteur.

Une garantie prolongée avec les mêmes durée et kilométrage que ceux indiqués ci-dessus s'appliquera à votre véhicule.

COMMENT PUIS-JE PRÉSENTER UNE RÉCLAMATION?

- La période pour présenter une réclamation commence le [insérer la date] et se termine le [insérer la date, soit 4 mois après le début de la période de réclamation].
- Veuillez visiter le fr.canadianwaterpumpsettlement.ca pour soumettre une réclamation ou pour demander un formulaire de réclamation papier si vous n'avez pas accès à Internet.

**POUR OBTENIR PLUS DE RENSEIGNEMENTS, CONSULTEZ LE SITE fr.canadianwaterpumpsettlement.ca
OU APPELEZ L'ADMINISTRATEUR DU RÈGLEMENT AU 1 866 642-0774**

VOUS POUVEZ ÉGALEMENT COMMUNIQUER AVEC LES AVOCATS DU GROUPE À WATERPUMP@MERCHANTLAW.COM
OU AU 1 306 791-2178

LE PRÉSENT AVIS N'EST QU'UN RÉSUMÉ DE CERTAINES MODALITÉS DE L'ENTENTE DE RÈGLEMENT.
EN CAS DE DIVERGENCE ENTRE LE PRÉSENT AVIS ET L'ENTENTE DE RÈGLEMENT, L'ENTENTE DE RÈGLEMENT S'APPLIQUE.

VOLKSWAGEN ENGINE COOLANT PUMP SETTLEMENT APPROVED IN CANADA

REGINA, December ____, 2023 / - A settlement in Canada has been reached with Volkswagen to resolve allegations of issues with primary engine coolant pumps in certain 2008-2021 Volkswagen and Audi vehicles. Volkswagen completely denies any and all wrongdoing or liability, however its motivation in reaching the settlement is to ensure customer satisfaction and confidence in its vehicles.

The parties agreed to settle the class actions in Canada on a without prejudice or admission basis, by way of mutual concessions. The settlement was approved by the Court on December _____, 2023. Claims may be submitted beginning on February 1, 2024.

Details about the class actions, proposed settlement, and available benefits can be found at canadianwaterpumpsettlement.ca or by contacting the Settlement Administrator at 1-866-642-0774. For more information about legal rights under the settlement, owners and lessees of the subject vehicles may contact class counsel by calling 1-306-791-2178 or emailing waterpump@merchantlaw.com.

SOURCE: Merchant Law Group LLP

APPROBATION AU CANADA DU RÈGLEMENT CONCERNANT LA POMPE DE REFROIDISSEMENT DU MOTEUR DES VÉHICULES VOLKSWAGEN

REGINA, le 1^{er} décembre 2023 / - Un règlement au Canada a été conclu avec Volkswagen afin de résoudre les allégations de problèmes liés aux pompes de refroidissement primaires du moteur de certains véhicules Volkswagen et Audi 2008 à 2021. Volkswagen nie complètement toute allégation d'acte répréhensible ou de responsabilité; toutefois, sa priorité dans la conclusion de ce règlement est d'assurer la satisfaction de sa clientèle et de préserver la confiance de celle-ci dans ses véhicules.

Les parties ont convenu de régler les actions collectives au Canada, sous réserve de tous droits ou sans admission de responsabilité, au moyen de concessions réciproques. Le règlement a été approuvé par la Cour le 1^{er} décembre 2023. Les réclamations peuvent être présentées à compter du 1^{er} février 2024.

Pour obtenir des détails concernant les actions collectives, le règlement proposé et les indemnités offertes, consultez le <https://fr.canadianwaterpumpsettlement.ca>, ou communiquez avec l'administrateur du règlement au 1 866 642-0774. Pour obtenir de plus amples renseignements concernant leurs droits aux termes du règlement, les propriétaires et les locataires des véhicules concernés peuvent communiquer avec les avocats du groupe par téléphone au 1 306 791-2178 ou par courriel au waterpump@merchantlaw.com.

SOURCE : Merchant Law Group LLP

Volkswagen / Audi Settlement in Canada
OFFICIAL COURT COMMUNICATION

A NATIONWIDE SETTLEMENT HAS BEEN REACHED IN CANADA TO BENEFIT CERTAIN OWNERS AND LESSEES OF VOLKSWAGEN AND AUDI VEHICLES:

IF YOU OWN/OWNED OR LEASE/ LEASED ONE OF THESE VEHICLES
YOU COULD GET BENEFITS FROM A CLASS ACTION SETTLEMENT

FOR MORE INFORMATION, VISIT canadianwaterpumpsettlement.ca OR CALL THE CLAIMS ADMINISTRATOR AT 1-866-642-0774

A nationwide settlement has been reached with certain current and former owners and lessees of Volkswagen and Audi vehicles. This Settlement was reached following negotiations between Volkswagen, Audi, and class action lawyers for the owners and lessees.

The Court has approved the Settlement and benefits are available beginning February 1, 2024

Volkswagen and Audi have agreed to offer in Canada the following benefits under the Settlement:

Reimbursement of Past Repairs

—and/or—

Extended Warranty

Your rights and options—and the deadlines to exercise them—are explained in this Notice. Additional information is available at canadianwaterpumpsettlement.ca or by calling the Claims Administrator at 1-866-642-0774.

PLEASE READ THIS NOTICE CAREFULLY.

WHAT THIS NOTICE CONTAINS

CLASS ACTION QUESTIONS	1
A What is the Class Action about?	1
B What are my options in the Settlement?.....	1
CLASS MEMBERSHIP QUESTIONS	1
C Am I included in the Settlement?	2
D Is my vehicle an "Eligible Vehicle"?	2
E Am I a "Settlement Class Member"?	2
F Who is excluded from the Settlement?	3
SETTLEMENT BENEFIT QUESTIONS	3
G What benefits can I receive?	3
H If I claim for reimbursement of past repairs, what benefits can I claim?	3
I If I have an Eligible Vehicle, what extended warranty do I get?	6
J How can I make a claim in the Settlement?	6
K What supporting documents will be needed to make a claim?	7
SETTLEMENT PROCESS QUESTIONS	7
L If I am a Settlement Class Member, what rights am I giving up?	7
M Who is my lawyer / Class Counsel?	8
N How will Class Counsel be paid?	8
O How do I get more information?	8

CLASS ACTION QUESTIONS

A. WHAT IS THE CLASS ACTION ABOUT?

The class action seeks damages and other relief on behalf of consumers with affected vehicles alleging that the primary engine water pump of these vehicles is defective. The primary engine water pump means the primary coolant module including the engine water (coolant) pump and the controller unit.

This class action is *Blaine Covill v. Volkswagen Group Canada, Inc. et al*, Court File No. QBG 2776 of 2018 before the Court of King's Bench for Saskatchewan.

B. WHAT ARE MY OPTIONS IN THE SETTLEMENT?

If you think you are included in the Settlement, you have the following options:

LEARN MORE ABOUT THE SETTLEMENT AND WHETHER YOU MAY BE ELIGIBLE	STEP 1: visit www.canadianwaterpumpsettlement.ca . STEP 2: Determine whether your vehicle is included in the settlement by using the vehicle look up tool or by contacting 1-866-642-0774
COURT APPROVAL OF THE SETTLEMENT	The nationwide Settlement has been approved by the Court of King's Bench for Saskatchewan.
PARTICIPATE IN THE SETTLEMENT	If you are a Settlement Class Member, you may submit a claim for benefits beginning on February 1, 2024. For additional information about how to submit a claim, please review the rest of this document. You may also visit www.canadianwaterpumpsettlement.ca or contact the Claims Administrator at 1-866-642-0774 for more information.
IF YOU TAKE NO STEPS	If you do not submit a claim for Reimbursement of Past Repair Expenses before June 1, 2024, you will not receive any reimbursement benefits from the Settlement. The Extended Warranty will automatically be applied to Eligible Vehicles. You do not need to submit a claim to receive the Extended Warranty.

CLASS MEMBERSHIP QUESTIONS

C. AM I INCLUDED IN THE SETTLEMENT?

You may be included in the Settlement if:

- You own/owned or lease/leased an Eligible Vehicle; and
- You are a Settlement Class Member.

Volkswagen / Audi Settlement in Canada
OFFICIAL COURT COMMUNICATION

D. IS MY VEHICLE AN “ELIGIBLE VEHICLE”?

Only Eligible Vehicles are included in the Settlement.

You may have an Eligible Vehicle if it is included in the below list of Volkswagen or Audi vehicles. Not all vehicles with model and model year appearing on the list is an Eligible Vehicle:

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		

In addition, Eligible Vehicles:

- Must have been originally sold or leased in Canada; and
- Must be confirmed, by reference to their VIN, to be an Eligible Vehicle.

You can determine whether your vehicle is included in the Settlement by contacting 1-866-642-0774. You will need your Vehicle Identification Number, also known as a VIN. Additional eligibility requirements apply in order to participate in the Settlement.

A VIN is a unique identification number for a vehicle. It contains a combination of 17 numbers and letters. You can find it on the provincial vehicle registration, vehicle insurance card or the vehicle itself—either on the driver’s side of the dashboard at the bottom of the windshield or on the driver’s side door jamb. A VIN will never include the letter ‘i’ or the letter ‘o’, but may include the number ‘1’ or the number ‘0’.

E. AM I A “SETTLEMENT CLASS MEMBER”?

You may be a Settlement Class Member and included in the Settlement if:

- You are or were the registered owner of an Eligible Vehicle; or
- You are or were a lessee of an Eligible Vehicle.

F. WHO IS EXCLUDED FROM THE SETTLEMENT?

Excluded Persons from the settlement include:

- All those who timely and properly excluded themselves (opted out) from the Settlement;
- Owners of a totalled vehicle, including insurance companies;
- Issuers of extended vehicle warranties and service contracts;
- VW and Audi's current officers, directors and employees and participants in its internal lease program; VW and Audi's affiliates and their officers, directors, and employees; and authorized VW dealers and their officers and directors;
- Any Settlement Class Member seeking reimbursement for repairs relating to the Water Pump System matter who, prior to the date of the Settlement Agreement, settled with and released the defendants or any Released Parties from any Released Claims for those repairs;
- The Judge overseeing the Class Action; and
- Counsel of record in the Class Actions who represent the Settlement Class Members.

SETTLEMENT BENEFIT QUESTIONS

G. WHAT BENEFITS CAN I RECEIVE?

The Settlement provides Settlement Class Members with **Reimbursement of Past Repairs** and/or **Extended Warranty**.

You may be eligible for **Reimbursement of Past Repairs** if you are a Settlement Class Member and you have **previously paid out-of-pocket** to repair or replace an Eligible Vehicle's primary engine water pump due to failure, or to repair or replace an Eligible Vehicle's engine as a result of the failure of the primary engine water pump.

You may be eligible for an **Extended Warranty** if you are a Settlement Class Member, and you own or lease an Eligible Vehicle.

H. IF I CLAIM FOR REIMBURSEMENT OF PAST REPAIRS, WHAT BENEFITS CAN I CLAIM?

The settlement will provide two possible types of reimbursement of past repairs:

- Reimbursement for past repairs/replacement of the primary engine water pump; and/or
- Reimbursement for past repairs/replacement of a failed or damaged engine caused by the failure of the primary engine water pump.

(1) Reimbursement of Past Repairs – Primary Engine Water Pump

If you are a Settlement Class Member and have previously repaired your **primary engine water pump** due to a failure you may be entitled to Reimbursement of Past Repairs for **unreimbursed out-of-pocket expenses** occurring prior to the introduction of the Extended Warranty, as follows:

For certain 2008-2014 vehicles, within 10 years or 160,000 kilometres, whichever occurs first;

(a): if within 8 years or 125,000 kilometres, 100% refund (if repair/replacement completed by a VW/Audi dealer, or up to \$1,150 if completed by a non-VW/Audi dealer); or

(b): if after 8 years or 125,000 kilometres, but within 10 years or 160,000 kilometres, 70% refund (if repair/replacement completed by a VW/Audi dealer, or up to \$805 if completed by a non-VW/Audi dealer).

For certain 2014-2021 vehicles, within 8 years or 125,000 kilometres, whichever occurs first;

(a): 100% refund (if repair/replacement completed by a VW/Audi dealer, or up to \$1,275 if completed by a non-VW/Audi dealer).

(2) Reimbursement of Past Repairs – Damaged or Failed Engine

If you are a Settlement Class Member and have previously repaired or replaced a **failed or damaged engine** due to a failure of the primary engine water pump, you may be entitled to Reimbursement of Past Repairs for **unreimbursed out-of-pocket expenses** occurring prior to the introduction of the Extended Warranty, as follows:

For **certain 2008-2014 vehicles**, within 10 years or 160,000 kilometres, whichever occurs first;

(a): if **completed by a VW/Audi dealer**, up to 100% reimbursement, subject to the time/mileage parameters and reimbursement limits set out in Table A, below;

(b): if **completed by a non-VW/Audi dealer**, up to 100% reimbursement to a maximum of \$4,842, subject to the time/mileage parameters and reimbursement limits set out in Table A, below.

For **certain 2014-2021 vehicles**, within 8 years or 125,000 kilometres, whichever occurs first;

(a): if **completed by a VW/Audi dealer**, up to 100% reimbursement, subject to the time/mileage parameters and reimbursement limits set out in Table B, below;

(b): if **completed by a non-VW/Audi dealer**, up to 100% reimbursement to a maximum of \$5,203, subject to the time/mileage parameters and reimbursement limits set out in Table B, below.

**Table A
EARLY MODEL ELIGIBLE VEHICLES**

Reimbursement Limits for Damaged or Failed Engine Due to Primary Engine Water Pump Failure

Time from Original In-Service Date	80,000 kilometres or less	80,001 to 95,000 kilometres	95,001 to 110,000 kilometres	110,001 to 125,000 kilometres	125,001 to 160,000 kilometres
4 years or less	100% (under original warranty)	70%	50%	40%	25%
4-5 years*	70%	50%	40%	30%	20%
5-6 years	50%	40%	35%	25%	15%
6-7 years	40%	30%	25%	20%	10%
7-8 years	30%	25%	20%	15%	10%
8-10 years	25%	20%	15%	10%	5%

**Table B
LATE MODEL ELIGIBLE VEHICLES**

Reimbursement Limits for Damaged or Failed Engine Due to Primary Engine Water Pump Failure

Time from Original In-Service Date	80,000 kilometres or less	80,001 to 95,000 kilometres	95,001 to 110,000 kilometres	110,001 to 125,000 kilometres
4 years or less	100% (under original warranty)	80%	60%	55%
4-5 years*	80%	60%	50%	40%
5-6 years	60%	50%	40%	25%
6-7 years	50%	35%	25%	10%
7-8 years	30%	20%	10%	5%

Certain limitations apply. For more detail, please review the Settlement Agreement posted online at canadianwaterpumpsettlement.ca.

I. IF I HAVE AN ELIGIBLE VEHICLE, WHAT EXTENDED WARRANTY DO I GET?

If you are a Settlement Class Member and you own or lease an Eligible Vehicle, you will be entitled to the Extended Warranty. The Extended Warranty extends an Eligible Vehicle's New Vehicle Limited Warranty to cover one repair or replacement of a failed primary engine water pump (and repair or replacement of an engine if due to the failure of the primary engine water pump), by an Authorized VW or Audi dealer, as follows:

For **certain 2008-2014 vehicles**, within 10 years or 160,000 kilometres, whichever occurs first;

(a): for repair and/or replacement of a primary engine water pump, 100% reimbursement;

(b): for repair and/or replacement of an engine due to a failure of the primary engine water pump, up to 100% reimbursement, subject to the time/mileage parameters and reimbursement limits set out in Table A, above.

For **certain 2014-2021 vehicles**, within 8 years or 125,000 kilometres, whichever occurs first;

(a): for repair and/or replacement of a primary engine water pump, 100% reimbursement;

(b): for repair and/or replacement of an engine due to a failure of the primary engine water pump, up to 100% reimbursement, subject to the time/mileage parameters and reimbursement limits set out in Table B, above.

The Extended Warranty is subject to the terms and conditions of the applicable New Vehicle Limited Warranty.

J. HOW CAN I MAKE A CLAIM IN THE SETTLEMENT?

If you wish to claim the Extended Warranty for your Eligible Vehicle as set out in Section I, above, you do not need to make a claim for benefits. The Extended Warranty will automatically be applied to your vehicle.

If you wish to claim for reimbursement of out-of-pocket expenses as set out in Section H, above, you must make a claim as set out in this section.

Beginning on February 1, 2024, Settlement Class Members may make a claim for reimbursement of past repairs. The process for making a claim is as follows:

- 1) Visit www.canadianwaterpumpsettlement.ca or contact the Claims Administrator at 1-866-642-0774 for more information about the options that may be available.
- 2) Submit a claim to the Claims Administrator before the Claims Period Deadline (June 1, 2024) including required information and documentation. This can be done via the claims portal located at www.canadianwaterpumpsettlement.ca, and the Claim Form can be found at www.canadianwaterpumpsettlement.ca.
- 3) The Settlement Class member's eligibility or ineligibility to participate in the Claims Program

Volkswagen / Audi Settlement in Canada
OFFICIAL COURT COMMUNICATION

will be determined by the Claims Administrator, and an offer will be made if the Settlement Class Member is deemed an Eligible Claimant.

- 4) Eligible Claimants will receive their benefits under the Settlement Agreement.

K. WHAT SUPPORTING DOCUMENTS WILL BE NEEDED TO MAKE A CLAIM?

Claims for the Extended Warranty are not required. However, the Extended Warranty only covers repairs and/or replacements at authorized Volkswagen or Audi dealers. The Extended Warranty will be automatically applied to Eligible Vehicles in accordance with the Volkswagen / Audi warranty system.

To submit a claim for Reimbursement of Past Repairs under the Settlement, you will need to provide the following information and supporting documents:

- Valid driver's license or other government-issued photo identification;
- Dates you owned or leased your vehicle; and
- Proof of vehicle ownership (in the case of an owned vehicle, a copy of the vehicle's registration certificate or bill of sale, and in the case of a leased vehicle, a copy of the lease agreement).
- Repair invoice containing your name, date of repair, make model and VIN of the Eligible Vehicle, mileage at repair, name and address of dealer or servicing center, description of the work performed, and proof of payment.
- Documents evidencing your good faith adherence to the relevant aspects of the vehicle maintenance schedule as relevant to the coolant system during the time you owned the vehicle.
- A Vehicle Maintenance Declaration form can be found at www.canadianwaterpumpsettlement.ca. It provides guidance regarding the requirements for a sworn declaration in the event that you are unable to obtain the scheduled vehicle maintenance records despite a good faith effort to obtain them.

Further details are available in the Settlement Agreement posted online at canadianwaterpumpsettlement.ca. If you have further questions about what documentation is required, please contact the Claims Administrator at 1-866-642-0774.

Disputes as to the sufficiency of documentation verifying the reimbursement claim shall be submitted to the Claims Administrator.

Additional documentation may be required to verify your eligibility for benefits depending on the nature of your claim. Once your claim is submitted, the Claims Administrator will provide a list of all required documentation.

SETTLEMENT PROCESS QUESTIONS

L. IF I AM A SETTLEMENT CLASS MEMBER, WHAT RIGHTS AM I GIVING UP?

A settlement is an agreement to resolve legal claims and involves compromises by both sides. Settlements end all or part of a lawsuit while allowing the parties to avoid the costs and risks of a trial. A settlement also allows the parties to avoid the very significant time delays of litigation.

The nationwide Settlement in this class action has been approved by the Court of King's Bench for Saskatchewan. If you did not opt out of the Class Action, you are entitled to the benefits set out in the Settlement Agreement and, in exchange, you have released Volkswagen and Audi from the claims related to those alleged in the Class Action (see Section 5 of the Settlement Agreement). This release (the "Settlement Class Release") is in effect whether you claim benefits or not. Settlement Class Members who wish to claim reimbursement benefits must make their claim before the Claims Period Deadline (June 1, 2024). No claim is required to receive the Extended Warranty.

The above is only a summary of the Settlement Class Release. The Settlement Agreement sets out the Settlement Class Release in more detail. If you have any questions, you can talk to Class Counsel for free. You can also talk to your own lawyer, at your own expense, if you have questions about what this means. The Settlement Agreement is available at www.canadianwaterpumpsettlement.ca.

Note: The Settlement does not release Volkswagen or Audi for claims of personal injury or wrongful death.

M. WHO IS MY LAWYER / CLASS COUNSEL?

The law firm representing all Settlement Class Members is listed below:

MERCHANT LAW GROUP LLP
2401 Saskatchewan Drive
Regina, SK S4P 4H8

You will not be charged for contacting these lawyers. Class Counsel can be reached by email at waterpump@merchantlaw.com or telephone at 1-306-791-2178.

N. HOW WILL CLASS COUNSEL BE PAID?

In addition to the Settlement benefits described above, Volkswagen has agreed to pay the legal fees and costs of Class Counsel as approved by the Court. This means that Settlement Class Members will receive 100% of their eligible benefits described in this Notice and their compensation will not be reduced by legal fees or costs.

O. HOW DO I GET MORE INFORMATION?

This Notice is only a summary of some of the terms of the Settlement Agreement. If there is a conflict between this Notice and the Settlement Agreement, the Settlement Agreement applies.

Volkswagen / Audi Settlement in Canada
OFFICIAL COURT COMMUNICATION

For more information about whether your vehicle is an Eligible Vehicle, or about the Settlement process, call 1 866-642-0774 or visit the Settlement Website at www.canadianwaterpumpsettlement.ca.

For more information about your legal rights under the Settlement, you may also consult Class Counsel at no charge by email at waterpump@merchantlaw.com or telephone at 1-306-791-2178. You can also speak to another lawyer at your own expense.