

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.

 DLR

M. Nieswandt
Dy. Local Registrar

CONTACT INFORMATION AND ADDRESS FOR SERVICE

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