

SUPERIOR COURT OF QUEBEC FILE NO. 500-06-001170-212

SETTLEMENT AGREEMENT

Dated September 11, 2023

Between

KARINE PEILLON

Plaintiff

- and -

AUDI CANADA INC.

- and -

VOLKSWAGEN GROUP CANADA INC.

Defendants

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RECITALS

- A. **WHEREAS** the Plaintiff commenced a proposed class action in the Quebec Superior Court of Quebec on November 23, 2021, bearing Court file no. 500-06-001170-212, as against the Defendants and the Authorization Judgment was rendered on October 4, 2022;
- B. **WHEREAS** the Class Action asserts claims against the Defendants on behalf of the Class in relation to the model year vehicles manufactured and sold by the Defendants, namely:
- Audi A3 (model years 2016 to 2020);
 - Audi A3 E-TRON (model years 2016 to 2018);
 - Audi RS3 (model years 2018 to 2020);
 - Audi S3 (model years 2016 to 2020);
- C. **WHEREAS** the Plaintiff maintains that the claims in the Class Action are valid; the Defendants deny all of the allegations asserted by the Plaintiff in the Class Action, and maintain that they have good and valid defences to the claims asserted therein;
- D. **WHEREAS** the Parties have agreed to enter into this Settlement Agreement in order to achieve a full and final resolution of the Class Action and to avoid further expenses;
- E. **WHEREAS** the Parties participated in a settlement conference held on December 14 and December 22, 2022, presided by Justice Robert Castiglio J.S.C., and reached an agreement to settle the present matter;
- F. **WHEREAS** the Parties and their respective counsel have reviewed and fully understand the terms of this Settlement Agreement;
- G. **WHEREAS** the Plaintiff and Class Counsel agree that neither this Settlement Agreement nor any statement made in the negotiation thereof shall be deemed or construed to be an admission by, or evidence against the Defendants, or evidence of the truth of any of the Plaintiff's allegations against the Defendants, and the Defendants and Defense Counsel agree that neither this Settlement Agreement nor any statement made in the negotiation

thereof shall be deemed or construed to be an admission by, or evidence against the Plaintiff or the Class, or evidence of the truth or validity of any of the Defendants' defences or arguments against the Plaintiff's claims; and

H. WHEREAS the Parties therefore wish to, and hereby do, finally resolve the Class Action and all Released Claims, as defined below, subject to the approval of this Settlement Agreement by the Superior Court of Quebec;

NOW THEREFORE, in consideration of the covenants, agreements and releases set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the Parties that the Class Action shall be settled on the following terms and conditions:

SECTION 1 - DEFINITIONS

1.1 Definitions

The following terms, as used in this Agreement, including the Recitals, mean:

- (a) **"Account"** means an interest-bearing trust account, if reasonably possible, with a Canadian financial institution under the control of the Claims Administrator.
- (b) **"Administration Expenses"** means all fees, disbursements, expenses, costs, taxes and any other amounts incurred by, payable by, or chargeable by the Claims Administrator, for the approval, implementation and operation of this Settlement Agreement including the costs of notices and claims administration, and the costs of translating the relevant Settlement documents, but excluding: (i) internal fees, costs or expenses of the Defendants to provide information to the Claims Administrator in order to provide notices to the Class as provided in the Notice Plan; (ii) fees, costs and disbursements payable to Defence Counsel; and (iii) Class Counsel Fees and Disbursements.
- (c) **"Approval Order"** means the anticipated order of the Court approving the terms of this Settlement Agreement, which shall be agreed upon by the Parties and submitted to the Court in draft form.

- (d) “**Claims Administrator**” means Velvet Payments Inc. or any entity otherwise appointed by the Court to administer this Settlement Agreement, and any employees of such entity.
- (e) “**Claims Deadline**” is the date that is sixty (60) days from the date that Notice of Court Order is first published.
- (f) “**Claims Period**” means the period beginning on the date that Notice of Court Order is first published, and ending on the Claims Deadline.
- (g) “**Class**” means the members of the class as defined in the Authorization Judgment dated October 4, 2022, and **Class Member** means any one thereof, namely “All persons in Quebec who purchased and/or leased before May 31, 2021, one or more of the following Audi vehicles recalled under Transport Canada Recall # 2021-169 because of the defective Passenger Occupant Detection System (“PODS”) manufactured, distributed, supplied, wholesaled and/or imported by Audi:
- Audi A3 (model years 2016 to 2020)
 - Audi A3 E-TRON (model years 2016 to 2018)
 - Audi RS3 (model years 2018 to 2020)
 - Audi S3 (model years 2016 to 2020)”
- (h) “**Class Action**” means the class proceeding commenced by the Plaintiff in the Quebec Superior Court bearing Court File No. 500-06-001170-212 which was authorized by the Authorization Judgment rendered on October 4, 2022.
- (i) “**Class Counsel**” means LPC Avocat Inc.
- (j) “**Class Counsel Fees and Disbursements**” means the amount payable to Class Counsel for its extrajudicial fees, and is inclusive of all fees, disbursements, costs, interest, and other applicable taxes or charges of Class Counsel in respect of the prosecution of the Class Action, subject to Court approval.

- (k) “**Compensation**” means the compensation available to satisfy Eligible Class Members’ claims under the Distribution Protocol (in the form of **Schedule D** hereto) determined by the Claim Administrator after review of the claims filed by the Class Members after the end of the Claims Period. The Compensation amounts to the Consumer Cash Payments and the Consumer Credits.
- (l) “**Consumer Cash Payment**” means the payments of either \$75.00 or \$150.00 for each month during which Class Members that experienced the PODS issue and had to drive with a passenger in the backseat, in the form of an Interac e-transfer or cheque, issued to Eligible Class Members, who have sold or returned their Vehicle(s), pursuant to the terms of the Distribution Protocol, in the form of **Schedule D** hereto.
- (m) “**Consumer Credit**” means the credit payments of either \$75.00 or \$150.00 for each month during which Class Members had to drive with a passenger in the backseat, in the form of a credit, to be used in any Audi dealership in the province of Quebec, issued to Class Members pursuant to the terms of the Distribution Protocol (which will expire 3 years from the date of issuance), in the form of **Schedule D** hereto. The Consumer Credit can be redeemed for goods and services as detailed in **Schedule E**.
- (n) “**Court**” means the Superior Court of Quebec.
- (o) “**Defence Counsel**” means Borden Ladner Gervais LLP.
- (p) “**Defendants**” means Audi Canada Inc. and Volkswagen Group Canada Inc., and **Defendant** means any one thereof.
- (q) “**Disbursements of Plaintiff**” means an amount not exceeding \$1,200.00, to be reimbursed to the Plaintiff and supported by relevant documentation, subject to Court approval pursuant to article 593 C.C.P. Any order, ruling or determination made (or rejected) by the Court with respect thereto shall not be deemed to be a material modification of all, or a part, of this Settlement Agreement pursuant to

section 8.1(2)(b) and shall not provide any basis for the termination of this Settlement Agreement.

- (r) **“Distribution Protocol”** means the plan for distributing the Compensation to the Class as approved by the Court, in the form of **Schedule D** hereto.
- (s) **“Effective Date”** means (i) the date upon which the ability to appeal from the last-rendered anticipated Approval Order expires; or (ii) if any appeal is taken from the Approval Order, then the Effective Date shall be the date upon which any such appeal is concluded by way of a Final order.
- (t) **“Eligible Class Members”** means Class Members whose Vehicle was part of Transport Canada Recall # 2021-169 and who have experienced the PODS issue, namely an error message displayed on the instrument panel with a warning chime sound and the airbag indicator light displaying “passenger airbag off”, and because of this issue could not use the front seat of their Vehicle and had to drive with a passenger in the back seat. Eligible Class Members must also fulfill the entry level requirements for participation as defined in the Settlement Agreement and the Distribution Protocol, **Schedule D**.
- (u) **“Final”** when used in relation to a Court order means all rights of appeal from such order or judgment have expired or have been exhausted and that the ultimate court of appeal (or court of last resort) to which an appeal (if any) was taken has upheld such order.
- (v) **“Fonds d’aide”** means the *Fonds d’aide aux actions collective* created pursuant to the *Act respecting the Fonds d’aide aux actions collectives* (CQLR c F-3.2.0.1.1).
- (w) **“Notice of Hearing and Opt-Out”** means (as applicable) the French and English short and long form notices of the hearing for settlement approval, approved by the Court, to inform the Class of *inter alia*: (1) the authorization of the Class Action; (2) the Opt-Out Procedure and Opt-Out Deadline; (3) their right to object to the Settlement Agreement and the manner and deadline to do so; (4) the date of the hearing to approve this Settlement Agreement; and (5) the key terms of this

Settlement Agreement, which will be substantially in the form of **Schedule B** hereto, or as modified by the Court.

- (x) “**Notice of Court Order**” means (as applicable) the various iterations of the notices of the order approving the settlement and Class Counsel Fees and Disbursements, to inform the Class Members of *inter alia*: (1) the approval of this Settlement Agreement and (2) the process by which the Class Members can make claims, which shall be agreed upon by the Parties and submitted to the Court in draft form.
- (y) “**Opt-Out Deadline**” means the date which is forty (40) days from the date that Notice of Hearing and Opt-Out is first published.
- (z) “**Opt-Out Procedure**” means the procedure to be fixed by Order of the Court by which any Class Member(s) who wish(es) to do so may opt out of the Class Action.
- (aa) “**Parties**” when capitalized, means the Plaintiff and the Defendants, and **Party** means any one thereof.
- (bb) “**Pre-approval Order**” means the order of the Court: (1) setting the Opt-Out Procedure and Opt-Out Deadline; (2) setting the deadline for Class Members to object to the Settlement Agreement; (3) confirming the Court’s approval of the Notice of Hearing and Opt-Out; and (4) confirming the appointment of the Claims Administrator, which will be substantially in the form of **Schedule A** hereto or as modified by the Court.
- (cc) “**Plaintiff**” means Ms. Karine Peillon.
- (dd) “**Plaintiff’s Personal Claim**” as part of the confidential settlement negotiations leading to the present Settlement Agreement, the Parties agreed that the Plaintiff’s personal claim is pre-approved in the amount of \$1,800.00, without the necessity of having to file a formal claim form. The Claims Administrator will pay said amount to the Plaintiff within fifteen (15) days after the Effective Date, by way of an Interac e-transfer payable to the Plaintiff. Any order, ruling or determination made (or rejected) by the Court with respect thereto shall not be deemed to be a

material modification of all, or a part, of this Settlement Agreement pursuant to section 8.1(2)(b) and shall not provide any basis for the termination of this Settlement Agreement.

- (ee) “**Released Claims**” has the meaning provided at section 5 - (4).
- (ff) “**Releasees**” has the meaning provided at section 5 - (2).
- (gg) “**Releasers**” has the meaning provided at section 5 - (3)
- (hh) “**Settlement Agreement**” means this agreement, including the recitals and Schedules.
- (ii) “**Vehicles**” means the following model year vehicles:
 - Audi A3 (model years 2016 to 2020);
 - Audi A3 E-TRON (model years 2016 to 2018);
 - Audi RS3 (model years 2018 to 2020);
 - Audi S3 (model years 2016 to 2020);

manufactured and sold or leased by the Defendants to consumers in Quebec that were recalled under Transport Canada Recall # 2021-169, and **Vehicle** means any one thereof.

SECTION 2 - BEST EFFORTS TO SECURE COURT APPROVAL

2.1 Best Efforts

- (1) The Parties shall use their best efforts to execute this Settlement Agreement and shall cooperate to seek and obtain the Court’s approval of this Settlement Agreement and all other matters addressed herein.
- (2) The Defendants will cooperate to provide information to Class Counsel, the Claims Administrator and the Court that is reasonable and necessary to obtain Court approval of this

Settlement Agreement, including the total number of Vehicles included in the Class and the Class Members' contact information in order to facilitate the dissemination of any notices pursuant to this Settlement Agreement.

2.2 Court Approval Required for Enforceable Agreement

(1) With the exception of those sections expressly stated to survive termination of this Settlement Agreement, this Settlement Agreement shall be of no force or effect unless approved by the Court.

SECTION 3 - OPT-OUT PROCEDURE

(1) Class Counsel shall seek the Court's approval of the following opt-out procedure as part of the Application for Approval of Notice of Hearing and Opt-Out outlined in Section 4.1 below:

- (a) Class Members seeking to opt-out of the Class Action must do so within forty (40) days from the date that Notice of Hearing and Opt-Out is first published, by sending a complete and validly executed written election to opt-out to the court clerk of the Quebec Superior Court, received on or before the Opt-Out Deadline. The written election of opt-out must be sent by the Class Member or the Class Member's designee and must include the following information:
 - (i) The Court docket number of the Class Action (500-06-001170-212);
 - (ii) The Class Member's full name, current address, email address and telephone number; and
 - (iii) A statement to the effect that the Class Member wishes to be excluded from the Class Action.
- (b) The written election of opt-out may also be sent to the Claims Administrator, Class Counsel and Defence Counsel at the email addresses to be provided in the Notice of Hearing and Opt-Out;

- (c) Class Members may comment on or object to the Settlement Agreement as provided for in the Notice of Hearing and Opt-Out, by submitting the optional objection form annexed as **Schedule F** hereto.
- (2) Class Members who opt out of the Class Action shall have no further right to participate in the Class Action or to obtain a Compensation as a result of the Settlement Agreement.
- (3) Upon expiry of the Opt-Out Deadline, the Claims Administrator shall provide a report to the Class Counsel and Defence Counsel containing the names of each person who has validly and timely opted out of the Class Action.
- (4) The Defendants shall not be required to provide part of the Compensation in respect of any Class Member who validly opted out of the Class Action.
- (5) Under article 580 of the *Code of Civil Procedure* of Quebec, a Class Member eligible to opt out pursuant to this section who does not discontinue an originating application having the same subject matter as the Class Action before the Opt-Out Deadline has expired, is deemed to have opted out.

SECTION 4 - SETTLEMENT APPROVAL

4.1 Applications for Approval of Notice of Hearing and Opt-Out

- (1) As soon as practicable after this Settlement Agreement is executed, Plaintiff shall bring an application for the Court's approval of an order substantially in the form of the draft Pre-approval Order at **Schedule A** (being the draft order setting out the Opt-Out Procedure and Opt-Out Deadline and approving the Notice of Hearing and Opt-Out and the appointment of Claims Administrator). The Defendants will consent to this application.

4.2 Application for Approval of Settlement Agreement and Class Counsel Fees and Disbursements

- (1) As soon as practicable after an order substantially in the form of the Pre-approval Order is made, and the Notice of Hearing and Opt-Out published as detailed in the Notice Plan (**Schedule C**), the Plaintiff shall bring an application for the Court's issuance of the Approval Order. The

Defendants will consent to this application to the extent it complies with the Settlement Agreement, and the Fonds d'aide will be served with the application. The Defendants will take no position on the aspects of such application that concern Class Counsel Fees and Disbursements, to the extent it complies with this Settlement Agreement, other than that they have agreed to pay these amounts and that they are fair and reasonable.

(2) The Defendants will review and approve all application materials before they are filed.

(3) If the Plaintiff, Class Counsel, the Defendants, or Defence Counsel become aware that a Class Member or other person intends to object to those applications, they will advise the Parties in writing as soon as practicable and in any event no later than two (2) business days before the hearing of the application in section 4.2(1).

SECTION 5 - RELEASE AND WAIVER

(1) The Parties agree to the following release and waiver (the "Settlement Class Release"), which shall take effect upon the Effective Date.

(2) **"Releasees"** means any person who, or entity that, is or could be responsible or liable in any way whatsoever, whether directly or indirectly, for the PODS issue alleged in the Class Action. The Released Parties are notably, without limitation, (a) Volkswagen Aktiengesellschaft, Audi Aktiengesellschaft, Volkswagen Group Canada Inc., Audi Canada Inc., Volkswagen Group of America, Inc. (d/b/a Volkswagen of America, Inc. or Audi of America, Inc.), Audi of America, Inc., and any former, present and future owners, shareholders, directors, officers, employees, affiliates, parent companies, direct and indirect subsidiaries, predecessors, lawyers, agents, insurers, representatives, successors, heirs, and assigns (individually and collectively, the "Released Entities"); (b) any and all contractors, subcontractors, and suppliers of the Released Entities; (c) any and all persons and entities indemnified by any Released Entity with respect to the PODS issue alleged in the Class Action; (d) any and all other persons and entities involved in the design, research, development, manufacture, assembly, testing, sale, leasing, repair, warranting, marketing, advertising, public relations, promotion, or distribution of any Vehicle, even if such persons are not specifically named in this section, including without limitation all authorized dealers and non-authorized dealers and sellers; and (e) for each of the foregoing, their

respective former, present, and future affiliates, parent companies, subsidiaries, predecessors, successors, shareholders, indemnitors, subrogees, spouses, joint ventures, general or limited partners, lawyers, assigns, principals, officers, directors, employees, members, agents, representatives, trustees, insurers, reinsurers, heirs, beneficiaries, wards, estates, executors, administrators, receivers, conservators, personal representatives, divisions, dealers, and suppliers.

(3) In consideration for the Settlement Agreement, Class Members, on behalf of themselves and their agents, heirs, executors and administrators, successors, assigns, insurers, representatives, shareholders, owners associations, and any other legal or natural persons who may claim by, through, or under them (the “**Releasors**”), fully, finally, irrevocably, and forever release, waive, discharge, relinquish, settle, and acquit any and all claims, demands, actions, or causes of action, whether known or unknown, that they may have, purport to have, or may have hereafter against any Releasees, as defined above, arising out of or in any way related to the facts alleged in the Class Action.

(4) This release applies to any and all claims, demands, actions, or causes of action of any kind or nature whatsoever, whether in law or in equity, contractual, quasi-contractual or statutory, known or unknown, direct, indirect or consequential, liquidated or unliquidated, past, present or future, foreseen or unforeseen, developed or undeveloped, contingent or non-contingent, suspected or unsuspected, arising from or in any way related to the PODS issue alleged in the Class Action, including without limitation (1) any claims that were or could have been asserted in the Class Action related to the PODS issue; (2) any claims for fines, penalties, economic damages, punitive damages, exemplary damages, injunctive relief, lawyers’ fees, or other litigation fees or costs, except the Class Counsel Fees and Disbursements awarded by the Court in connection with this Settlement Agreement; and (3) any other liabilities that were or could have been asserted in any civil, administrative, or other proceeding, including arbitration (the “**Released Claims**”). This release applies without limitation to any and all Released Claims regardless of the legal theory or nature under which they are based or advanced including without limitation legal theories under any federal, provincial, territorial, municipal, local, administrative, or international law, or statute, ordinance, code, regulation, contract, common law, equity, or any other source, and also including any environmental enforcement action advanced pursuant to provincial or federal statute.

(5) For the avoidance of doubt, it is the intention of Class Counsel and the Plaintiff in executing this Settlement Agreement to fully, finally, irrevocably, and forever release, waive, discharge, relinquish, settle, and acquit all such matters, and all claims relating thereto with respect to the PODS issue alleged in the Class Action and/or the Released Claims.

(6) The Plaintiff acknowledges, agrees, and specifically represents and warrants that she has discussed with Class Counsel the terms of this Settlement Agreement and has received legal advice with respect to the advisability of entering into this Settlement Agreement and the release, and the legal effect of this Settlement Agreement and the release. The representations and warranties made throughout the Settlement Agreement shall survive the execution of the Settlement Agreement and shall be binding upon the respective heirs, representatives, successors and assigns of the Parties.

SECTION 6 - SETTLEMENT CLAIMS

6.1 Eligibility

(1) To be considered as valid, a claim will have to include all the elements required under Section 5 of the Distribution Protocol at Schedule D.

(2) If the information requested pursuant to section 6.1(1) is validly provided to the Claims Administrator's satisfaction, acting reasonably and in a cost-efficient manner, the Eligible Class Members will obtain a Consumer Cash Payment or a Consumer Credit.

6.2 Payments of claims, Class Counsel Fees and Disbursements and Administration Expenses

(1) This Settlement Agreement provides for a claims process for Class Members to make claims to the Claims Administrator either: in the form of Consumer Cash Payments for Eligible Class Members no longer owning or leasing their Vehicle; or Consumer Credits for Eligible Class Members still owning or leasing their Vehicle. The Defendants' obligation hereunder is to provide the Consumer Cash Payments and the Consumer Credits, along with the Administration Expenses and the Class Counsel Fees and Disbursements, as well the Disbursement of the Plaintiff, subject to Court approval.

- (2) The payment of the Compensation will be made to Eligible Class Members pursuant to the Distribution Protocol (**Schedule D**).
- (3) The Defendants' payment of the Compensation will be in full satisfaction of the Released Claims against the Releasees, subject to Court approval.
- (4) The Defendants shall not have any obligation to pay to the Plaintiff or to the Class any amount in addition to the amounts mentioned in the Claims Administrator's report as provided in the Distribution Protocol (**Schedule D**), unless otherwise expressly provided for in this Agreement.
- (5) The Defendants shall not have any obligation to pay to the Claims Administrator any amount in addition to or exceeding the Administration Expenses, unless otherwise expressly provided for in this Agreement.

6.3 Taxes and Interest

- (1) The Parties agree that the Plaintiff, Defendants, Class Counsel, and Defense Counsel are in no way liable for any taxes any Class Members may be required to pay as a result of receiving any benefits under this Settlement Agreement. No opinion concerning the tax consequences of this Settlement Agreement to any Class Member is given or will be given by the Parties or their respective counsel, nor is any Party or their counsel providing any representation or guarantee respecting the tax consequences of this Settlement Agreement as to any Class Member. Each Class Member is responsible for their tax reporting and other obligations respecting this Settlement Agreement, if any.

SECTION 7 - DISTRIBUTION OF THE COMPENSATION

7.1 Distribution Protocol

- (1) The Distribution Protocol is part of this Settlement Agreement and will be subject to approval by the Court, as part of the application seeking Court approval of this Settlement Agreement (the Approval Order). The Distribution Protocol is set out at **Schedule D** hereto.

7.2 Claim Administrator Website

(1) The Claims Administrator will set up and post a bilingual website to inform Class Members about the Settlement. The Settlement website will include:

- (a) A brief description of the Class Action;
- (b) The copies of the Settlement Agreement with its schedules and of the Pre-approval Order;
- (c) The copies of the Notice of Hearing and Opt-Out, in English and French;
- (d) The Claims Administrator's contact information and the Class Counsel's contact information, including Class Counsel's bilingual website dedicated to the present class action;
- (e) The Claim Form;
- (f) A copy of the Approval Order;
- (g) The Objection Form (Schedule F) and the Exclusion Form (Schedule G).

(2) The Settlement website will inform Class Members on how to provide and update their personal information but will not display any Class Member's personal information.

7.3 No Responsibility for External Administration Fees

(1) The Defendants will not be required to incur any external administration fees (separate from the Administration Expenses) in connection with the Distribution Protocol.

7.4 Fonds d'aide

(1) The Parties agree that the Settlement Agreement is subject to the *Act respecting the Fonds d'aide aux actions collectives*, C.Q.L.R., c. F-3.2.0.1.1, the *Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives*, C.Q.L.R., c. F-3.2.0.1.1, r. 2 and the *Code of Civil Procedure*, C.Q.L.R., c. C-25.01.

SECTION 8 - TERMINATION OF SETTLEMENT AGREEMENT

8.1 Right of Termination

(1) The Defendants shall have the option to terminate this Settlement Agreement in the event that:

- (a) The Plaintiff or Class Counsel breach any material term of this Settlement Agreement;
- (b) The Court declines to issue an order substantially in the form of the Approval Order, or to approve any material part of the Settlement Agreement (excluding Class Counsel Fees and Disbursements), or requires a material change to the Settlement Agreement as a pre-condition to approval; or
- (c) The Court issues an order substantially in the form of the Approval Order, but it does not become Final or is materially altered on appeal.

(2) The Plaintiff shall have the option to terminate the Settlement Agreement in the event that:

- (a) The Defendants or Defence Counsel breach any payment terms of this Settlement Agreement;
- (b) The Court declines to issue an order substantially in the form of the Approval Order, or to approve of any material part of the Settlement Agreement (excluding Class Counsel Fees) or requires a material change to the Settlement Agreement as a pre-condition to approval; or
- (c) The Court issues an order substantially in the form of the Approval Order, but it does not become Final or is materially altered on appeal.

(3) If the Defendants elect to terminate the Settlement Agreement pursuant to section 8.1(1), or the Plaintiff together with Class Counsel elect to terminate the Settlement Agreement pursuant to section 8.1(2), a written notice of termination shall be provided by the terminating Party(s) to the other Party(s) forthwith, and, in any event, no later than ten (10) business days after the event

upon which the terminating Party relies. Upon delivery of such written notice, this Settlement Agreement shall be terminated and, except as provided for in section 8.2, and the related Definitions in section 1.1, it shall be null and void and have no further force or effect, shall not be binding on the Parties, and shall not be used as evidence or otherwise in any Released Claims, including but not limited to any trial on the merits, except with the written consent of all Parties or as otherwise required by a Court.

(4) Any order, ruling or determination made by the Court with respect to Plaintiff's disbursements and Class Counsel Fees and Disbursements shall not be a material modification of this Settlement Agreement and shall not constitute a basis for the termination of this Settlement Agreement.

8.2 If Settlement Agreement is Terminated

If this Settlement Agreement is terminated:

(1) The Parties will be restored to their respective positions prior to the execution of this Settlement Agreement, except as expressly provided for herein;

(2) Any step taken by the Defendants or the Plaintiff in relation to this Settlement Agreement shall be without prejudice to any position that the Parties may later take in respect of any procedural or substantive issues in the Class Action;

(3) Any order or judgment rendered by the Court pursuant to this Settlement Agreement shall be set aside or vacated. The Parties consent and will cooperate in seeking to have all prior orders or judgments sought from and rendered by the Court, in accordance with this Settlement Agreement, set aside and declared null and void and of no force or effect, and any Party shall be estopped from asserting otherwise; and

(4) All documents and information exchanged by the Parties during the settlement process are subject to settlement privilege, except to the extent that the documents or information were, are or become publicly available. Within thirty (30) days of such termination having occurred, Class Counsel shall destroy all documents and other materials provided by the Defendants or containing or reflecting information derived from such documents for the purposes of implementing this

Settlement. Class Counsel shall provide Defence Counsel with a written certification by Class Counsel of such destruction upon written request.

SECTION 9 - RELEASES AND DISMISSALS

9.1 Release of Releasees

Except in the case of the termination of this Settlement Agreement, and conditional upon the approval of this Settlement Agreement by the Court, upon transfer by the Defendants of the Compensation to the Claims Administrator, the Releasors shall immediately, forever, and absolutely release the Releasees from the Released Claims. The Plaintiff acknowledges that this Settlement Agreement is meant to resolve all claims, past, present, and future in relation to the PODS issue as alleged in the Class Action in relation to the Vehicles.

9.2 No Further Claims and Litigation

(1) The Releasors shall not now, nor hereafter institute, continue, maintain, or assert, either directly or indirectly, on their own behalf or on behalf of any class or any other person, any Released Claim against any Releasee or any other person who may claim contribution or indemnity from any Releasee in respect of any Released Claim.

(2) Except with respect to the enforcement or administration of this Settlement Agreement, the Plaintiff nor Class Counsel (whether directly or via local counsel in any Canadian Province or Territory) may not directly or indirectly participate or be involved in or in any way assist with respect to any claim made or action commenced by any person which relates to or arises from the Released Claims. Moreover, subject to the other terms of this Settlement Agreement, the Plaintiff and Class Counsel (whether directly or via local counsel in any Canadian Province or Territory) may not divulge to anyone for any purpose any information obtained in the course of the confidential mediation and the negotiation and preparation of this Settlement Agreement, except to the extent such information is otherwise publicly available (so long as the information does not become publicly available through a breach of this section) or unless ordered to do so by a court of competent jurisdiction.

SECTION 10 - EFFECT OF SETTLEMENT

10.1 No Admission of Liability

(1) Whether or not this Settlement Agreement is approved or terminated, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions, and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be deemed, construed, or interpreted to be an admission of any violation of any statute or law, or of any fault, wrongdoing or liability by any of the Releasees, or of the truth of any claims or allegations contained in the Class Action or any other allegation made by the Plaintiff or the Class in any forum or context. The Releasees deny any liability and deny the truth of the allegations made against them. If the Settlement Agreement is not approved, they will defend the Class Action at trial.

(2) The consideration provided to Class Members as part of this Settlement Agreement shall not be construed as a punitive or exemplary damages award.

(3) The Defendants reserve their rights and defences with respect to anyone who will validly opt out of the Class Action, and no term of this Settlement Agreement shall be tendered as evidence in any subsequent litigation by any such person against the Defendants.

10.2 This Agreement Not Evidence

The Parties agree that, whether or not it is approved or terminated, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions, and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be referred to, offered as evidence, or received in evidence in any pending or future civil, criminal, or administrative action or other proceeding, in this or any other jurisdiction, except in a proceeding to approve or enforce this Settlement Agreement or in connection with the other applications contemplated in this Settlement Agreement, or to defend against the assertion of Released Claims, or as otherwise required by law, or with the written consent of all Parties.

SECTION 11 - NOTICE TO CLASS

11.1 Notice Required

The Class shall be given the following notices, subject to approval by the Court:

- (1) Notices of Hearing and Opt-Out (**Schedule B**);
- (2) Notices of Court Order, in a form to be agreed upon by the parties and approved by the Court;
- (3) Notice of termination of this Settlement Agreement if it is terminated pursuant to this Settlement Agreement, or as otherwise ordered by a Court, in a form to be agreed upon by the Parties and approved by the Court or, if the Parties cannot agree on the form of the notice of termination of the Settlement Agreement, then in the form ordered by the Court.

11.2 Costs of Disseminating Notice

- (1) The costs of disseminating the Notice of Hearing and Opt-Out and Notices of Court Order shall be paid by the Defendants, regardless of whether the Settlement is approved by the Court or the Settlement Agreement is terminated. The Plaintiff, the Class and the Class Counsel are not liable to pay for such costs.
- (2) The costs of disseminating a notice of termination will be shared equally between the Plaintiff and the Defendants.

11.3 Method of Disseminating Notices

- (1) The Notices required under Section 11.1 shall be disseminated pursuant to the Notice Plan attached as **Schedule C** as approved by the Court or in a manner otherwise ordered by the Court.

SECTION 12 - CLASS COUNSEL AND ADMINISTRATION FEES

12.1 Class Counsel Fees and Disbursements and Release

- (1) As part of the application for approval detailed at section 4.2(1), Class Counsel will seek the Court's approval of Class Counsel Fees and Disbursements in the amount of \$302,000 plus

taxes in fees plus an amount not exceeding \$15,000.00 plus taxes in disbursements, and an order that the Class Counsel Fees and Disbursements shall be paid as outlined in sections 12.1(2) and 12.1(3). Class Counsel shall provide the Defendants with an invoice for these amounts. The Defendants will take no position on this request, to the extent that it complies with the Settlement Agreement and the jurisprudence and principles generally applied by the Court in respect of such fees, other than that they have agreed to pay them.

(2) Within ten (10) days of the order approving Class Counsel Fees and Disbursements becoming a Final order, Defence Counsel shall transfer to Class Counsel payment in the amount of the Class Counsel Fees and Disbursements approved by the Court, in full satisfaction of any claims for fees, costs and disbursements related to the Class Action (as described more fully at section 12.1 of the present Settlement Agreement).

(3) Upon full payment to Class Counsel of the Class Counsel Fees and Disbursements approved by the Court pursuant to the order to be rendered by the Court, Class Counsel forever releases the Releasees of and from any and all claims or demands for fees, costs, expenses and/or disbursements, known or unknown, that Class Counsel ever had, could have had, or now has, whether directly or indirectly related to the Class Action.

SECTION 13 - MISCELLANEOUS

13.1 Applications for Directions

(1) The Plaintiff, Defendants, or the Claims Administrator may bring applications to the Court for directions in respect of the implementation and administration of this Settlement Agreement at any time.

(2) All applications contemplated by this Settlement Agreement shall be on reasonable notice to the Parties.

13.2 Public Statements

(1) Plaintiff, Class Counsel, Class Members, Defendants and Defence Counsel will limit their statements to promoting the virtues of the settlement or other statements that are in accordance with the Notice and the present Settlement Agreement. Plaintiff, Class Counsel, Class Members,

Defendants and Defence Counsel shall not engage in any conduct or make any statement, directly or indirectly, that the settlement of claims contemplated by this Settlement Agreement constitutes an admission of liability or an admission of the validity or accuracy of any of the allegations in the Class Action against the Defendants. Class Counsel may grant media interviews to promote the virtues of the Settlement Agreement and nothing shall limit the ability of the Defendants or their successors to make public disclosures, as the applicable laws require or to provide information about the Settlement Agreement to government officials or their insurers/reinsurers.

(2) Plaintiff and Class Counsel will not directly or indirectly make any negative or disparaging statements against the Defendants, maligning, ridiculing, defaming, or otherwise speaking ill of the Defendants, the Defendants' Vehicles or the Defendants' business affairs, practices, policies, standard, or reputation, strictly as related to PODS or Plaintiff's claims as alleged in the Class Action. Defendants will not directly or indirectly make any negative or disparaging statements about the Plaintiff or Class Counsel.

(3) Nothing in this Settlement Agreement shall be deemed to interfere with the Parties' obligation to report transaction with appropriate governmental, taxing and/or registering agencies.

(4) Plaintiff and Class Counsel will make reasonable efforts to remove or take down any posts on any social media site regarding the Defendants, if any, which would violate this section upon written request by the Defendants.

13.3 Headings, etc.

(1) In this Settlement Agreement:

- (a) The division of the Settlement Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Settlement Agreement; and
- (b) The terms "this Settlement Agreement", "hereof", "hereunder", "herein", and similar expressions refer to this Settlement Agreement and not to any particular section or other portion of this Settlement Agreement.

13.4 Computation of Time

(1) In the computation of time in this Settlement Agreement, except where a contrary intention appears:

- (a) Where there is a reference to a number of days between two events, the number of days shall be counted by excluding the day on which the first event happens and including the day on which the second event happens, including all calendar days; and
- (b) Only in the case where the time for doing an act expires on a holiday or a weekend, the act may be done on the next day that is a business day.

13.5 Governing Law

(1) This Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Quebec and Canada.

13.6 Entire Agreement

(1) This Settlement Agreement constitutes the entire agreement among the Parties, and supersedes all prior and contemporaneous understandings, undertakings, negotiations, representations, promises, agreements, agreements in principle and memoranda of understanding or agreement in connection herewith. None of the Parties will be bound by any prior obligations, conditions or representations with respect to the subject matter of this Settlement Agreement, unless expressly incorporated herein.

13.7 Amendments

(1) This Settlement Agreement may not be modified or amended except in writing and on consent of the Plaintiff and the Defendants, subject approval by the Court where required.

13.8 No Waiver

(1) No waiver of any provision of this Settlement Agreement will be binding unless consented to in writing by the Parties. No waiver of any provision of this Settlement Agreement will constitute a waiver of any other provision.

13.9 Binding Effect

(1) This Settlement Agreement shall be binding upon and inure to the benefit of the Plaintiff, the Class Members, the Defendants, the Releasors, and the Releasees once it is approved by a Final order of the Court, except that the Parties are required to perform their obligations under this Settlement Agreement prior to the application for approval of this Settlement Agreement. Without limiting the generality of the foregoing, each and every covenant and agreement made by the Plaintiff shall be binding upon all Releasors, once it is approved by Final order of the Court.

13.10 Counterparts

(1) This Settlement Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and a facsimile or PDF signature shall be deemed an original signature for purposes of executing this Settlement Agreement.

13.11 Negotiated Agreement

(1) This Settlement Agreement has been the subject of negotiations and discussions among the Parties, each of which has been represented and advised by competent counsel, so that any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement shall have no force and effect. The Parties further agree that the language contained in or not contained in previous drafts of this Settlement Agreement, or any agreement in principle, shall have no bearing upon the proper interpretation of this Settlement Agreement.

(2) No Party shall be deemed to be the drafter of this Settlement Agreement or any provisions hereof. No presumption shall be deemed to exist in favor of or against any Party as a result of the preparation or negotiation of this Settlement Agreement.

13.12 Language

The Parties acknowledge that they have required and consented that this Settlement Agreement and all related documents be prepared in English; *les parties reconnaissent avoir exigé que la présente convention de règlement et tous les documents connexes soient rédigés en anglais*. Nevertheless, an unofficial French translation of this Settlement Agreement, the Distribution Protocol and the Notices shall be prepared, the cost of which shall be paid by the Defendants, as part of the Administration Expenses.

13.13 Transaction

The present Settlement Agreement constitutes a transaction in accordance with articles 2631 and following of the *Civil Code of Quebec*.

13.14 Recitals

The Recitals to this Settlement Agreement are true and form part of the Settlement Agreement.

13.15 Schedules

The Schedules annexed hereto form part of this Settlement Agreement and are:

- (1) **Schedule A** – Draft Pre-approval Order (the draft order approving the Notice of Hearing and Opt-Out, and appointing the Claims Administrator).
- (2) **Schedule B** – Notice of Hearing and Opt-Out.
- (3) **Schedule C** - Notice Plan.
- (4) **Schedule D** – Distribution Protocol.
- (5) **Schedule E** – Available Transactions.
- (6) **Schedule F** – Objection Form.
- (7) **Schedule G** – Exclusion Form.

13.16 Acknowledgements

Each of the Parties hereby affirms and acknowledges that:

- (1) He, she, or a representative of the Party with the authority to bind the Party with respect to the matters set forth herein has read and understood the Settlement Agreement;
- (2) The terms of this Settlement Agreement and the effects thereof have been fully explained to him, her, or the Party's representative by his, her or its counsel;
- (3) He, she, or the Party's representative fully understands each term of the Settlement Agreement and its effect; and
- (4) No Party has relied upon any statement, representation, or inducement (whether material, false, negligently made or otherwise) of any other Party with respect to the first Party's decision to execute this Settlement Agreement.

13.17 Authorized Signatures

Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Settlement Agreement.

13.18 Notice

Where this Settlement Agreement requires a Party to provide notice or any other communication or document to another, such notice, communication or document shall be provided by email, facsimile or letter by overnight delivery to the representatives for the Party to whom notice is being provided, as identified below:

For the Plaintiff and for Class Counsel:

- (a) **LPC Avocat Inc.**
276 Saint-Jacques Street, Suite 801
Montreal, QC, H2Y 1N3

Mtre Joey Zukran
Telephone: 514-379-1572

Fax: 514-221-4441
Email: jzukran@lpclex.com

For the Defendants and Defence Counsel:

(b) **Borden Ladner Gervais LLP**
1000 Gauchetière Street West, suite 900
Montreal, QC H3B 5H4

Mtre Anne Merminod
Mtre Stéphane Pitre
Telephone: 514- 954-2529 (Mtre Merminod); 514-954-3147 (Mtre Pitre)
Fax: 514-954-1905
Email: amerminod@blg.com; spitre@blg.com

13.19 Date of Execution

The Parties have executed this Settlement Agreement effective as of the date on the cover page.

Date: _____

City: _____ Karine Peillon

Plaintiff

Date: _____

City: _____ LPC Avocat Inc.
Per : Joey Zukran
Lawyers for the Plaintiff and the Class,

Date: _____

City: _____ AUDI CANADA INC.

Defendant

Date: _____

City: _____ VOLKSWAGEN GROUP CANADA INC.

Defendant

[SCHEDULE A – DRAFT PRE-APPROVAL ORDER]

SUPERIOR COURT
(Class action)

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

No.: **500-06-001170-212**

DATE:

PRESIDING: THE HONOURABLE CHRISTIAN IMMER J.S.C.

KARINE PEILLON

Representative Plaintiff

v.

AUDI CANADA INC.

and

VOLKSWAGEN GROUP CANADA INC.

Defendants

**JUDGMENT APPROVING NOTICES OF A SETTLEMENT APPROVAL
HEARING AND APPOINTING A CLAIMS ADMINISTRATOR**

[1] **CONSIDERING** the *Application for Approval of Notice to Class Members of a Settlement Approval Hearing and to Appoint a Claims Administrator* dated September 11, 2023 (the “**Application**”);

[2] **CONSIDERING** the proposed Settlement between the Parties filed as Exhibit R-1 in support of the Application (the “**Settlement**”);

[3] **CONSIDERING** that, pursuant to the Application, the Representative Plaintiff is asking the Court to approve:

(a) notices informing the Class members that the Settlement will be submitted to the Court for approval, including the deadlines for Class Members to object or to opt-out, as well as the dissemination plan thereof; and

(b) Velvet Payments Inc. as the Claims Administrator;

[4] **CONSIDERING** the proposed French and English versions of the Notice of Hearing and Opt-Out filed as Exhibit R-2 and the Notice Plan filed as Exhibit R-3 in support of the Application;

[5] **CONSIDERING** the submissions of counsel for the Representative Plaintiff and counsel for the Defendants who consent to the Application;

[6] **CONSIDERING** articles 25, 49, 579, 580, 581 and 590 of the *Code of Civil Procedure*;

PAR CES MOTIFS, LE TRIBUNAL :	FOR THESE REASONS, THE COURT:
[7] APPROUVE la forme et le contenu de l'avis d'audience et d'exclusion aux membres du groupe, dans sa version française et anglaise (pièce R-2);	[7] APPROVES the form and content of the Notice of Hearing and Opt-Out to Class Members in its French and English version (Exhibit R-2);
[8] DÉSIGNE Paiements Velvet inc. à titre d'Administrateur des réclamations afin de s'acquitter des tâches qui lui incombent en vertu de la Transaction;	[8] APPOINTS Velvet Payments Inc. as the Claims Administrator for the purposes of accomplishing the tasks that devolve to it pursuant to the Settlement;
[9] ORDONNE aux parties et à l'Administrateur des réclamations de diffuser l'avis d'audience et d'exclusion conformément au plan de publication prévu au plan de publication des avis (pièce R-3), dans les 5 jours suivant le présent jugement;	[9] ORDERS the parties and the Claims Administrator to disseminate the Notice of Hearing and Opt-Out pursuant to the publication plan provided for in the Notice Plan (Exhibit R-3), within 5 days of this judgment;
[10] ORDONNE que les défenderesses divulguent à l'Administrateur des réclamations les noms, courriels, adresses postales et toutes les informations d'identification nécessaires des membres du groupe que les défenderesses détiennent, ainsi que les numéros d'identification des véhicules inclus dans le groupe, afin de :	[10] ORDERS that the Defendants disclose to the Claims Administrator the names, emails, mailing addresses and all necessary identifying information of Class Members that the Defendants hold, as well as the VIN numbers of the Vehicles included in the Class, in order to: (a) facilitate the distribution of Court-approved notices to Class Members advising them of this judgment and the date and information relating to

(a) faciliter la distribution des avis approuvés par le Tribunal aux membres du groupe les informant du présent jugement ainsi que de la date et des informations relatives à la demande d'approbation de la Transaction; et (b) faciliter le processus d'administration éventuelle des réclamations découlant de tout jugement ultérieur approuvant la Transaction.	the Application for Settlement Approval; and (b) facilitate the process for the eventual administration of claims arising from any later judgment approving the Settlement Agreement.
[11] ORDONNE à l'Administrateur des réclamations de maintenir la confidentialité des informations fournies conformément au présent jugement et qu'il ne les partage pas avec toute autre personne, sauf si cela est strictement nécessaire pour exécuter le plan de notification et/ou faciliter le processus d'administration des réclamations conformément à la Transaction;	[11] ORDERS that the Claims Administrator shall maintain confidentiality over and shall not share the information provided pursuant to this judgment with any other person, unless doing so is strictly necessary for executing the Notice Plan and/or facilitating the claims administration process in accordance with the Settlement Agreement;
[12] ORDONNE que l'Administrateur des réclamations utilisera les informations qui lui sont fournies en vertu du présent jugement dans le seul but d'exécuter le plan de Notification et de faciliter le processus d'administration des réclamations conformément à la Transaction, et à aucune autre fin;	[12] ORDERS that the Claims Administrator shall use the information provided to it pursuant to this judgment for the sole purpose of executing the Notice Plan and facilitating the claims administration process in accordance with the Settlement Agreement, and for no other purpose;
[13] ORDONNE ET DÉCLARE que le présent jugement constitue un jugement contraignant la production des informations par les défenderesses au sens des lois applicables en matière de vie privée, et que ce jugement satisfait aux exigences de toutes les lois applicables en matière de la protection de la vie privée;	[13] ORDERS AND DECLARES that this judgment constitutes a judgment compelling the production of the information by the Defendants within the meaning of applicable privacy laws, and that this judgment satisfies the requirements of all applicable privacy laws;
[14] DÉGAGE les défenderesses de toute obligation en vertu des lois et règlements applicables en matière de	[14] RELEASES the Defendants from any and all obligations pursuant to applicable privacy laws and regulations in relation to the communication of

protection de la vie privée en ce qui concerne la communication de toute information personnelle et/ou privée à l'Administrateur des réclamations;	any personal and/or private information to the Claims Administrator;
[15] DÉCLARE que les membres du groupe qui souhaitent s'opposer à l'approbation par le tribunal de la Transaction doivent le faire de la manière prévue dans l'avis d'audience et d'exclusion (pièce R-2), au plus tard le 26 octobre 2023;	[15] DECLARES that Class Members who wish to object to Court approval of the Settlement must do so in the manner provided for in the Notice of Hearing and Opt-Out (Exhibit R-2) by October 26, 2023;
[16] DÉCLARE que les membres du groupe qui souhaitent s'exclure de l'action collective et de son règlement peuvent le faire en remettant un avis écrit confirmant leur intention de s'exclure de la présente action collective, de la manière prévue dans l'avis d'audience et d'exclusion (pièce R-2), au plus tard le 26 octobre 2023;	[16] DECLARES that Class Members who wish to opt-out from the class action and the settlement thereof may do so by delivering a written notice confirming their intention to opt-out of this class action, in the manner provided for in the Notice of Hearing and Opt-Out (Exhibit R-2) by October 26, 2023;
[17] DÉCLARE que tous les membres du groupe qui n'ont pas demandé leur exclusion seront liés par tout jugement à rendre sur l'action collective de la manière prévue par la loi;	[17] DECLARES that all Class Members that have not requested their exclusion be bound by any judgment to be rendered on the class action in the manner provided for by the law;
[18] FIXE la date d'audience pour l'approbation de la Transaction déposée comme pièce R-1 au 27 octobre 2023 à 9h15 en la salle 2.08 du palais de justice de Montréal;	[18] SCHEDULES the hearing date for approval of the Settlement filed as Exhibit R-1 on October 27, 2023, at 9:15 a.m., in a room 2.08 of the Montreal courthouse;
[19] ORDONNE que la date et l'heure pour la tenue de l'audience d'approbation de la Transaction puissent être reportées par le Tribunal sans autre avis aux membres du groupe autre que l'avis qui sera affiché sur le site web des procureurs du groupe https://lpclex.com/fr/audipods/ et le site web du règlement mis en place par l'Administrateur des réclamations;	[19] ORDERS that the date and time of the settlement approval hearing may be subject to adjournment by the Court without further publication notice to the Class Members, other than such notice which will be posted on Class Counsel's website https://lpclex.com/audipods/ and the Settlement website setup by the Claims Administrator;
[20] LE TOUT , sans frais de justice.	[20] THE WHOLE , without legal costs.

CHRISTIAN IMMER J.S.C.

Mtre Joey Zukran
Léa Bruyère, stagiaire
LPC Avocat Inc.
Attorney for the Representative Plaintiff

Mtre Anne Merminod
Mtre Stéphane Pitre
Mtre Alexis Leray
BLG
Attorneys for the Defendants

[SCHEDULE B – NOTICE OF HEARING FOR SETTLEMENT APPROVAL AND OPT-OUT]

**Long-Form Notice
(Schedule B)**

QUEBEC CLASS ACTION SETTLEMENT - AUDI PODS CLASS ACTION

NOTICE OF HEARING FOR SETTLEMENT APPROVAL AND OPT-OUT

(Peillon v. Audi Canada Inc., N° 500-06-001170-212)

This notice is to all persons in Quebec who purchased and/or leased before May 31, 2021, one or more of the following Audi vehicles recalled under Transport Canada Recall # 2021-169 because of the defective Passenger Occupant Detection System manufactured, distributed, supplied, wholesaled and/or imported by Audi, namely:

- Audi A3 (model years 2016 to 2020)
- Audi A3 E-TRON (model years 2016 to 2018)
- Audi RS3 (model years 2018 to 2020)
- Audi S3 (model years 2016 to 2020)

PLEASE READ THIS NOTICE CAREFULLY. IT MAY AFFECT YOUR RIGHTS. THIS CLASS ACTION HAS BEEN SETTLED, SUBJECT TO COURT APPROVAL.

AUTHORIZATION OF THE CLASS ACTION

On November 23, 2021, a class action was commenced in Quebec against Audi Canada Inc. and Volkswagen Group Canada Inc. (the “**Defendants**”) by a Quebec consumer (the “**Representative Plaintiff**”) alleging that the above-mentioned model year vehicles (the “**Vehicles**”) suffer from a defect affecting their Passenger Occupant Detection System (“**PODS**”). The Representative Plaintiff was asking the Court to determine whether the Vehicles suffered from a defect, whether the Defendants made false or misleading representations to consumers and whether the Defendants committed a fault in carrying out the recall program for the Vehicles.

On October 4, 2022, the Honourable Christian Immer of the Superior Court of Quebec authorized the bringing of this class action against the Defendants on behalf of the following class:

All persons in Quebec who purchased and/or leased before May 31, 2021, one or more of the following Audi vehicles recalled under Transport Canada Recall # 2021-169 because of the defective Passenger Occupant Detection System (“PODS”) manufactured, distributed, supplied, wholesaled and/or imported by Audi:

- Audi A3 (model years 2016 to 2020)

- Audi A3 E-TRON (model years 2016 to 2018)
- Audi RS3 (model years 2018 to 2020)
- Audi S3 (model years 2016 to 2020)

(the “**Class**” or “**Class Members**”).

PROPOSED SETTLEMENT OF THE CLASS ACTION

The parties to this class action have reached a proposed settlement (the “**Settlement Agreement**”), subject to obtaining the approval of the Superior Court of Quebec.

The Defendants have accepted according to the Settlement Agreement, if approved by the Court, to compensate affected Class Members. It is not an admission of liability, wrongdoing or fault. If approved, Class Members may claim a compensation in the following amounts:

- a) For Class Members who still own or lease their Audi Vehicle as of the date that they submit their claim:** a credit of **\$75.00** or **\$150.00 for each month**, depending on how many days on average per month the Class member drove their Vehicle with a passenger in the backseat; or
- b) For Class Members who no longer own or lease their Audi Vehicles as of the date that they submit their claim:** a cash payment of **\$75.00** or **\$150.00 for each month**, depending on how many days on average per month the Class Member drove their Vehicle with a passenger in the backseat, paid via Interac e-transfer or cheque.

A compensation will be offered to valid claimants to a maximum of 12 months of use of their Vehicle, that is from February 28, 2021, up until February 28, 2022.

In order to make a valid claim, Class Member claimants must submit a valid and timely online claim form attesting that they purchased or leased a Vehicle before May 31, 2021, and provide the following information:

- i. The personal information and coordinates of the Class Member;
- ii. The relevant information identifying the Vehicle (VIN if available, model year, etc.);
- iii. The proof of purchase or lease;
- iv. A confirmation that the recall has been or has not been executed (if the recall has not been done, it must be executed promptly);
- v. The approximate date (month/year) at which the PODS issue first occurred;
- vi. The following affirmation: *I understand that my Claim and information provided will be subject to verification. By submitting this Claim Form, I affirm under penalty of perjury that the information it contains is accurate;*

- vii. A completed Claim Form (online or by paper) attesting that:
- a. The Class Member drove with a passenger (weighing more than 80 pounds) in the back seat because the front seat could not be used pursuant to the Recall letter because of the PODS issue;
 - b. An indication of the approximate number of days on average, per month, the Class Member drove their Vehicle with a passenger weighing more than 80 pounds in the backseat, by selecting:
 - i. Between 0-14 days per month; or
 - ii. Between 15-31 days per month;
 - c. A confirmation that the Class Member was not offered a loaner vehicle by an Audi/Volkswagen dealership for the entire period;

Only one claim can be accepted per Vehicle.

In addition to and on top of the compensation provided for above, the Settlement Agreement includes the payment of administration expenses, and the payment of Class Counsel fees of \$302,000.00 plus taxes and disbursements not exceeding \$15,000.00 plus taxes. These amounts will be paid separately and will not reduce the Settlement benefits.

SETTLEMENT APPROVAL HEARING

A hearing before the Superior Court of Quebec will be held on **October 27, 2023, at 9:15 a.m.**, at the Montreal courthouse located at 1 Notre-Dame Street East, Montreal, Quebec, in **room 16.11**, or via a TEAMS link. This date may be subject to adjournment by the Court without further publication notice to the Class Members, other than such notice which will be posted on Class Counsel's website www.lpclex.com/audipods or on the claims administrator's website: www.quebecPODSsettlement.com.

If you wish to be included in the class action, you have no action to take at this stage. If you do not wish to participate in this class action:

If you wish to exclude yourself (opt-out) from the class action, you will not be entitled to participate further in the class action, or to share in the distribution of funds received as a result of the Settlement Agreement. To exclude yourself, you must send a notice no later than **October 26, 2023**, to the following address:

Clerk of the Superior Court of Québec
File: 500-06-001170-212
Montreal Courthouse
1 Notre-Dame Street East, Suite 1.120, Montréal, (Québec), H2Y 1B6

You must state that you wish to exclude yourself from the class action *Peillon v. Audi Canada Inc. et al.* (case no. 500-06-001170-212). The notice must include your name, current address, telephone number, signature and, if represented by counsel, the name

of your counsel. You may also send your notice to Class counsel by email at izukran@lpclex.com.

If you wish to object to the terms of the proposed Settlement Agreement:

If you disagree with the Settlement Agreement, but you do not wish to opt out of the class action, you can object to the Settlement Agreement by delivering a written submission on or before **October 26, 2023**, filed with the Court or Class Counsel in accordance with the proposed Settlement Agreement and containing the following information:

- A heading referring to this proceeding (*Peillon v. Audi Canada Inc. et al.*, case no. 500-06-001170-212);
- Your name, current address, telephone number and, if represented by counsel, the name of your counsel;
- A statement that you purchased or leased one the Vehicles prior to May 31, 2021 and the VIN number if available;
- A statement whether you intend to appear at the settlement approval hearing, either in person or through counsel;
- A statement of the objection and the grounds supporting the objection;
- Copies of any papers, briefs, or other documents upon which the objection is based;
- Your signature.

You must send your letter by registered mail, with a copy by email to Class Counsel (izukran@lpclex.com), at the following address:

Clerk of the Superior Court of Québec
File: 500-06-001170-212
Montreal Courthouse
1 Notre-Dame Street East, Suite 1.120, Montréal, (Québec), H2Y 1B6

Please note that the Court cannot change the terms of the Settlement Agreement. Any objections will be used by the Court to consider whether to approve the Settlement Agreement or not.

Class Members who do not oppose the proposed Settlement Agreement do not need to appear at any hearing or take any other action to indicate their desire to support the proposed Settlement Agreement. They will have to make a claim at a later date, if the settlement is approved, in order to receive compensation.

If the Settlement Agreement is approved, another notice to Class Members will be sent explaining the method of distributing the settlement funds.

For further information or details about the proposed Settlement Agreement, you may contact Class counsel identified below. Your name and any information provided will be kept confidential. Please do not contact the Defendants, or the judges of the Superior Court.

Mtre Joey Zukran
LPC Avocat Inc.
276 rue Saint-Jacques, Suite 801
Montréal, Québec, H2Y 1N3
Email: jzukran@lpclex.com
Tel: (514) 379-1572

You may also visit the Settlement Website at www.quebecPODSsettlement.com or contact the Claims Administrator:

Velvet Payments Inc.
5900 Andover Avenue, Suite 1
Montreal, Quebec, H4T 1H5
Phone: 1-888-770-6892
Fax: 1-800-934-3320
Email: PODS@velvetpayments.com

**THE PUBLICATION OF THIS NOTICE TO CLASS MEMBERS HAS BEEN
APPROVED AND ORDERED BY THE SUPERIOR COURT OF QUEBEC.**

LEGAL NOTICE OF UPCOMING COURT HEARING SEEKING APPROVAL OF THE:
AUDI PODS SETTLEMENT IN QUEBEC (Court file no. 500-06-001170-212)

A SETTLEMENT IN QUEBEC HAS BEEN REACHED TO
BENEFIT CERTAIN OWNERS AND LESSEES OF THE FOLLOWING VEHICLES:

Audi A3 2016-2020	Audi A3 E-TRON 2016-2018	Audi S3 2016-2020	Audi RS3 2018-2020
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IF YOU OWN, OWNED, LEASE OR LEASED ONE OF THESE VEHICLES, THE SETTLEMENT MAY AFFECT YOUR LEGAL RIGHTS

If your vehicle experienced an issue with its Passenger Occupancy Detection System (**PODS**), and as a result you could not use the front seat of your vehicle, **YOU MAY FILE A CLAIM** at a future date.

If the settlement is approved, you may be eligible for the following benefits:

- **If you still own or lease your vehicle as of the date you submit your claim:** you may receive a credit for use at authorized Audi dealerships; or
- **If you no longer own or lease your vehicle as of the date you submit your claim:** you may receive a cash payment.

Compensation ranges from \$75.00 to \$150.00 per month depending on your claim, up to a maximum of 12 months. Please consult the long-form Notice of Hearing for Settlement Approval and Opt-Out (the “long-form Notice”) for specific details and cut-off dates.

The Settlement must be approved by the Court to become effective. A hearing to consider whether to approve the Settlement will take place on **October 27, 2023, at 9:15 a.m.**, at the Montreal courthouse located at 1 Notre-Dame Street East, Montreal, Quebec, in **room 16.11**, or via a TEAMS link. The Court will also be asked to approve amounts for administration costs, as well as legal fees and expenses to Class counsel. Those amounts will be paid separately and will not reduce the Settlement benefits.

YOU HAVE OPTIONS:

- **Participate** in the Settlement, if approved by the Court, and make a claim for eligible benefits.
- **Object** to the Settlement and attend the approval hearing if you wish.
- **Exclude** yourself from the Settlement (opt-out), in which case you will not be eligible to receive any benefits. You must take steps to exclude yourself from the Settlement if you do not wish to participate, as detailed in the long-form Notice.

Your request to opt-out or object must be received by **October 26, 2023**. Please see the long-form Notice for more details.

TO OBTAIN MORE INFORMATION VISIT WWW.QUEBECPODSSETTLEMENT.COM

YOU MAY CONTACT THE SETTLEMENT ADMINISTRATOR FOR VEHICLE OWNERS AND LESSEES AT [1-888-770-6892](tel:1-888-770-6892) OR EMAIL: PODS@VELVETPAYMENTS.COM

YOU MAY ALSO CONTACT CLASS COUNSEL AT (514) 379-1572 OR EMAIL: JZUKRAN@LPCLEX.COM

**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**

[SCHEDULE C – NOTICE PLAN]

SCHEDULE C

NOTICE PLAN

NOTICE OF HEARING FOR SETTLEMENT APPROVAL AND OPT-OUT (“NOTICE OF HEARING AND OPT-OUT”)

- (1) For the purposes of this Notice Plan, the definitions found in the Settlement Agreement apply.
- (2) Reference is made in this Notice Plan to the Notice of Hearing for Settlement Approval and Opt-Out in English and in French (the “**Notice of Hearing and Opt-Out**”, Schedule B to the Settlement Agreement).
- (3) The Notice of Hearing and Opt-Out shall be disseminated as follows:
 - (a) The Defendants will provide the Claims Administrator with a list of Class Member email addresses, or postal address when no email is found on file;
 - (b) The Claims Administrator will send the Notice of Hearing and Opt-Out (**Schedule B**) to Class Members by email wherever email addresses are available, using the email addresses for Class Members provided by the Defendants, except where Class Counsel has provided the Claims Administrator with updated email addresses, in which case the Claims Administrator shall use the updated email address. The Notice of Hearing and Opt-Out sent to Class Members will contain a hyperlink to the Claims Administrator’s website for this class action;
 - (c) Class Counsel may email the Notice of Hearing and Opt-Out to any putative Class Members that signed-up on their website or who otherwise contacted them to be kept informed of this class action;
 - (d) Posted on Class Counsel’s bilingual website dedicated to this class action: www.lpclex.com/audipods; and
 - (e) Posted on the Quebec Class Action Registry

(4) Within 5 days of the First Order, the Claims Administrator will set up a website regarding the proposed settlement (and regarding the eventual distribution of Class Members' entitlements if the settlement is approved by the Court) (the "**Settlement Website**"). The Settlement Website will include:

- (a) A brief description of this class action;
- (b) The copies of the Settlement Agreement with its schedules, and relevant proceedings and judgments in this class action;
- (c) The copies of the Notice of Hearing and Opt-Out (**Schedule B**), as well as the objection form (Schedule F) and the opt-out form (Schedule G), in English and French;
- (d) The Claims Administrator's contact information and Class Counsel's contact information.

[SCHEDULE D – DISTRIBUTION PROTOCOL]

SCHEDULE D

DISTRIBUTION PROTOCOL

SECTION 1 – DEFINITIONS

(1) For the purposes of this Distribution Protocol, the definitions found in the Settlement Agreement apply, in addition to the following definitions:

- (a) **“Claim”** means the request made by Class Members or their representatives for Consumer Cash Payments or Consumer Credit Payments as provided for in this Protocol.
- (b) **“Claim Form”** means the documents agreed to by the Parties which must be submitted to the Claims Administrator by Class Members in order to claim either a Consumer Cash Payment or a Consumer Credit Payment.
- (c) **“Recall Letter”** means a letter from the Defendants to Class Members regarding Transport Canada’s Recall # 2021-169.
- (d) **“Repair”** means the repair performed by the Defendants for the Passenger Occupant Detection System (**“PODS”**) on a Vehicle, pursuant to Transport Canada’s Recall # 2021-169.
- (e) **“VIN”** means Vehicle Identification Number.

SECTION 2 – GENERAL PRINCIPLES OF DISTRIBUTION

(1) This Distribution Protocol is intended to govern the distribution of the Settlement Amount pursuant to (and as defined in) the Settlement Agreement.

(2) All amounts expressed in this Distribution Protocol are in Canadian Dollars (CAD).

SECTION 3 – ADMINISTRATION AND NOTIFICATION COSTS AND ORDER OF DISTRIBUTION

(1) The Administration Expenses will be paid in accordance with the invoice provided by the Claim Administrator to the Defendants, in accordance with the service agreement reached between them.

(2) The Claims Administrator will issue quarterly invoices to the Defendants (copies of which to be sent to Class Counsel) for payment of the Administration Expenses beginning after the appointment of the Claims Administrator by the Court.

SECTION 4 – INFORMATION ABOUT CLASS MEMBERS PROVIDED BY THE DEFENDANTS

(1) Within ten (10) business days following the Pre-approval Order, the Defendants will provide a list of VINs belonging to the Vehicles to the Claims Administrator. This list will also include, for each VIN (if known):

- (a) The model year for each Vehicle associated with each VIN;
- (b) The full name of any individuals associated with each VIN and model year according to the Defendants' records;
- (c) Any email addresses for such individuals;
- (d) Any mailing addresses for such individuals.

(2) The Claims Administrator will cross-reference the above list with the Class Member information that Class Counsel will provide directly to the Claims Administrator, including the information of potential Class Members that "signed up" on Class Counsel's website dedicated to this class action as of the date of the Pre-approval Order. The Claims Administrator will update the information found in this list accordingly and on an ongoing basis as required.

SECTION 5 – CONDITIONS OF COMPENSATION FOR CLASS MEMBERS

5.1 General

(1) In order to receive a compensation through a Consumer Cash Payment or a Consumer Credit Payment, Class Members must submit a valid and timely Claim (as described below) through an on-line Claim Form (available on the Settlement Website) to the Claims Administrator. The Claims Administrator will provide a paper copy of the Claim Form upon request of Class Members who cannot complete the on-line Claim Form. No Claim Forms will be accepted by the Claims Administrator past the Claims Deadline.

5.2 Entry Level Requirements for Participation

(1) Following the Notice of Court Order, Class Member claimants will submit a Claim to the Claims Administrator.

(2) To be considered as valid, a claim will have to include:

- (a) The personal information and coordinates of the Class Member;
- (b) The relevant information identifying the Vehicle (VIN, model year, etc.). If the Class Member does not have the VIN, he/she may request the assistance of the Claims Administrator in providing it;
- (c) The confirmation that the recall has been or has not been executed (if the Recall has not been done, it must be executed promptly);
- (d) The approximate date (month/year) at which the PODS issue first occurred;
- (e) The following affirmation: *I understand that my Claim and information provided will subject to verification. By submitting this Claim Form, you affirm under penalty of perjury that the information it contains is accurate;*
- (f) A completed Claim Form (online or by paper) attesting that:

- (i) The Class Member drove with a passenger (weighting more than 80 pounds) in the back seat because the front seat could not be used pursuant to the Recall letter because of the PODS issue, namely when an error message was displayed on the instrument panel with a warning chime sound and the airbag indicator light displaying “passenger airbag off”;
 - (ii) An indication of approximately the number of days on average per month the Class Member drove their Vehicle with a passenger weighting more than 80 pounds in the backseat as a result of the PODS issue:
 - (1) Between 0-14 days per month; or
 - (2) Between 15-31 days per month;
 - (g) A confirmation that the Class Member was not offered a loaner vehicle by an Audi/Volkswagen dealership for the entire period;
 - (h) A sworn statement in the form of an online attestation as to whether they still own their Vehicle, which will determine their eligibility to either a Consumer Credit Payment or a Consumer Cash Payment (Eligible Class Members who had sold or returned their Vehicle when their claim is filed will be entitled to receive a Consumer Cash Payment).
- (3) Only one Claim may be deemed valid per VIN. In the event that more than one Claim is made for a single VIN, the Claims Administrator will only consider the form reflecting the information provided by the Defendants.

SECTION 6 – DISTRIBUTION OF THE CONSUMER CASH PAYMENTS AND CONSUMER CREDIT PAYMENTS TO ELIGIBLE CLASS MEMBERS

- (1) If the information requested at section 5.2 is validly provided to the Claims Administrator’s satisfaction, acting reasonably and in a cost-efficient manner, the Class Member will be eligible to obtain a Consumer Cash Payment or a Consumer Credit.

(2) Eligible Class Members could receive a Compensation **up to \$150.00** per month based on their answers to the information requested at section 5.2(2)(f)(ii) provided in the Claim Form:

(a) **\$75.00** per month if the Eligible Class Members drove between **0-14 days per month** with a passenger weighing more than 80 pounds in the back because of the PODS issue; or

(b) **\$150.00** per month if the Eligible Class Members drove between **15-31 days per month** with a passenger weighing more than 80 pounds in the back because of the PODS issue;

(3) For Consumer Credit, the credit will be valid and can be used for a 3-year period;

(4) Eligible Class Members who sold or returned their Vehicle as of the date of the filing of their Claim will be entitled to receive a Consumer Cash Payment in an amount equal to the value of the Consumer Credit they would otherwise be entitled to receive pursuant to section 5.2(2)(f)(ii).

(5) Eligible Class Members can obtain a Compensation for up to a maximum of 12 months, up until February 28, 2022, based on the answer provided at section 5.2(2)(d).

(6) Within twenty-one (21) days of the Claims Deadline, the Claims Administrator will review the Claims filed and determine the Compensation, calculated as follows:

(a) (Number of accepted Consumer Cash Payment claims based on the \$75.00 tier X number of relevant months for such claims) + (Number of accepted Consumer Cash Payment claims based on the \$150.00 tier X number of relevant months for such claims) = Total Consumer Cash Payments;

(b) (Number of accepted Consumer Credit Payment claims based on the \$75.00 tier X number of relevant months for such claims) + (Number of accepted Consumer Credit Payment claims based on the \$150.00 tier X number of relevant months for such claims) = Total Consumer Credit Payments;

(7) Within twenty-one (21) days of the Claims Deadline, the Claims Administrator will issue a report to the Defendants (a copy of which to be sent to Class Counsel) detailing the Total

Consumer Cash Payments and Total Consumer Credit Payments owed to eligible Class Members. The report will include a breakdown of amounts of Compensation owed per Eligible Class Member.

(8) The Defendants and Class Counsel will have twenty (20) days to review and comment the Claims Administrator's report and raise any disagreement.

(9) Within sixty (60) days following receipt of said report from the Claims Administrator detailing the total amount owed to Eligible Class Members, the Defendants will:

- (a) Transfer the Total Consumer Cash Payment amount to the Claim Administrator in a manner to be agreed upon between the Claim Administrator and the Defendants.
- (b) Send to the Claims Administrator a template letter for the purpose of distributing the Consumer Credit Payments to be provided to Eligible Class Members.

(10) Within thirty (30) days of receipt from the Defendants of the Total Consumer Cash Payments and the template letter for the distribution of the credit, the Claims Administrator will:

- (a) Issue an electronic Interac e-transfer by email, or a cheque in the mail if the latter is requested, to each Class Member whose Claim was approved and who chose the Consumer Cash Payment option; and
- (b) Issue a letter, by email or, when none is provided, by mail, to each to the eligible claimants indicating the amount of their Consumer Credit Payment and how they will be able to use their credit;

(11) In order to issue the above Consumer Cash Payments and/or the letters detailing the Consumer Credit Payments to Eligible Class Members, the Claims Administrator will use the identifying information and email or mailing address provided in the Claim Form.

(12) Eligible Class Members will be able to redeem their Consumer Credit Payment for goods and services generally offered in dealerships belonging to the Audi dealership network, the whole as detailed in **Schedule E** of the Settlement Agreement. The Consumer Credit Payment may be

applied to more than one good or service and may be used in multiple transactions until the Consumer Credit Payment is entirely redeemed or until its expiry as provided in section 6(3).

(13) The Claim Administrator, in collaboration with the Defendants, will be responsible for managing the opening and monitoring of Consumer Credit cases via the Defendants' Customer Relationship Management system.

SECTION 7 – REMAINING FUNDS AND UNCASHED CHEQUES FOLLOWING PAYMENTS OF CONSUMER CASH PAYMENTS

(1) During the Claims Period, the Claims Administrator will provide periodic updates to Class Counsel and Defence Counsel, every week or sooner in the event of material developments in the distribution process.

(2) Any electronic Interac e-transfers issued to eligible claimants under the Settlement will remain valid for thirty (30) days. No electronic Interac e-transfers can be deposited after that time and these transfers will be cancelled. This will be mentioned in the Notice of Court Order and on the Settlement Website. The amounts of any such cancelled electronic Interac e-transfers will be subject to the Fonds d'aide levy and the remaining balance will be paid to a charity to be agreed upon by the Parties and approved by the Court.

(3) Any cheques issued to Class Member claimants under the Settlement will remain valid for six (6) months from their issuance. No cheques can be cashed after that time. This will be mentioned in the Notice of Court Order and on the Settlement Website. The amounts of any such unredeemed cheques will be subject to the Fonds d'aide levy and the remaining balance will be paid to a charity to be agreed upon by the Parties and approved by the Court.

SECTION 8 – RESOLUTION OF DISPUTES

(1) The Claims Administrator's determinations regarding Claims received and the distribution of the Consumer Cash Payments and the Consumer Credit Payments are final and non-appealable. Prior to making a determination, the Claims Administrator may consult with Class Counsel and Defense Counsel to resolve any questions or uncertainties relating to such determinations.

SECTION 9 – CONFIDENTIALITY

- (1) For the purposes of privacy law legislation, all information received from the Defendants or the Class Members is collected, used, and retained by the Claims Administrator and/or Class Counsel to administer their Claims.
- (2) All such information is also to be treated confidentially in accordance with any Confidentiality Order rendered by the Court.

[SCHEDULE E – AVAILABLE TRANSACTIONS]

SCHEDULE E

Available Transactions for Eligible Class Members that can be used with the Consumer Credit Payments

Maintenance or Repair Services (as well as the required Genuine Audi parts/products when applicable) at an Authorized Audi Dealership¹ in Quebec.

Includes the purchase and installation of tires, maintenance, oil changes, repairs, etc.

Acquisition of Audi Vehicle

Toward the purchase of a new or used Audi Vehicle

Accessories

Audi genuine accessories through an authorized Audi dealership

Branded Products

Clothes and/or other Audi brand merchandise (boutique / collection) through an authorized Audi dealership.

¹ As available at an authorized Audi service centre, inclusive of parts and labor costs.

[SCHEDULE F – OBJECTION FORM]

OBJECTION FORM (optional)

Audi PODS Quebec Class Action
(500-06-001170-212)

Please use this form only if you wish to **object** to the settlement. Do not use this form if you wish to exclude yourself from the class action.

Personal information: (Attach a separate sheet if additional space is required)

Name:	Telephone number:
Current address (civic number, street, apartment, city, province and postal code):	
Email:	

REASONS WHY YOU OBJECT (Please attach an additional page if this space is insufficient)

Signature:	Date: (dd/mm/yyyy)
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You must send this duly completed form no later than October 26, 2023 by registered mail to the following address:

By mail:
Clerk of the Superior Court of Québec
File: 500-06-001170-212
Montreal Courthouse
1, Notre-Dame East Street, Suite
1.120, Montréal (Québec), H2Y 1B6

OR by email:
LPC Avocat Inc.
Me Joey Zukran
jzukran@lpclex.com

[SCHEDULE G – EXCLUSION FORM]

EXCLUSION FORM (optional)

Audi PODS Quebec Class Action
(500-06-001170-212)

I wish to exclude myself from the class action mentioned in the title and not be bound by the settlement reached in this class action.

By completing this form, I understand that:

- I will not receive any money under the settlement;
- To the extent that I wish to pursue my individual action against Audi Canada Inc. or Volkswagen Group Canada Inc., I will have to do so at my own expense.

Personal information: (Attach a separate sheet if additional space is required)

Name:	Telephone number:
Current address (civic number, street, apartment, city, province and postal code):	
Email:	

I request to be excluded from the class action and the settlement

Signature:	Date: (dd/mm/yyyy)
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You must send this duly completed form by no later than October 26, 2023, to the clerk of the Superior Court or to Class counsel:

By mail:
Clerk of the Superior Court of Québec
File: 500-06-001170-212
Montreal Courthouse
1, Notre-Dame East Street, Suite
1.120, Montréal (Québec), H2Y 1B6

OR by email:
LPC Avocat Inc.
Me Joey Zukran
jzukran@lpclex.com