

**Volkswagen / Audi Settlement in Canada**  
OFFICIAL COURT COMMUNICATION

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

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

**FOR MORE INFORMATION, VISIT [www.timingchainsettlement.ca](http://www.timingchainsettlement.ca)**

**YOU MAY ALSO CONTACT LAWYERS FOR AFFECTED VEHICLE OWNERS AND LESSEES  
1-833-630-1781**

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

The nationwide Settlement must be approved by Courts to become effective.

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

**Reimbursement of Past Repairs**

—and/or—

**Extended Warranty**

Your rights and options—**and the deadlines to exercise them**—are explained in this Notice. Additional information is available at [www.timingchainsettlement.ca](http://www.timingchainsettlement.ca)

**PLEASE READ THIS NOTICE CAREFULLY.  
YOUR RIGHTS UNDER THE SETTLEMENT ARE AFFECTED EVEN IF YOU DO NOTHING.**

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**CLASS ACTION QUESTIONS**

**A. WHAT ARE MY OPTIONS IN THE SETTLEMENT?**

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

<b>LEARN MORE ABOUT THE SETTLEMENT AND WHETHER YOU MAY BE ELIGIBLE</b>	<p><b>STEP 1:</b> Visit <a href="http://www.timingchainsettlement.ca">www.timingchainsettlement.ca</a>.</p> <p><b>STEP 2:</b> Determine whether your vehicle is included in the Settlement by contacting 1-833-451-8811. You will need your Vehicle Identification Number (“VIN”) for this step.</p> <p><b>STEP 3:</b> Determine whether you may be eligible under the Settlement, and learn more about the estimated benefits that you may be eligible for by reviewing this notice and/or calling Class Counsel.</p>
<b>COURT APPROVAL OF THE SETTLEMENT</b>	The nationwide Settlement is subject to approval by Courts. Approval hearings have been scheduled for <b>February 10, 2020</b> before the Ontario Court and a date to be scheduled before the Québec Court. These hearings are public and you are welcome to attend at your own cost.
<b>OBJECT TO THE SETTLEMENT BEFORE IT IS APPROVED</b>	If you do not like the Settlement, you may provide your views in writing so they are received by the Notice Administrator by <b>February 6, 2020</b> . Your objection will be delivered to the Courts and considered at the approval hearings for the Settlement.
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT (OPT OUT) BEFORE IT IS APPROVED</b>	If you do not want to participate in the Settlement or be bound by it, you must exclude yourself by opting out. Your opt out request must be received by <b>February 6, 2020</b> . If you opt out, you will <u>not</u> be eligible to receive any benefits under the Settlement and you will <u>not</u> be able to object to the Settlement, but you <u>will</u> keep any right you have to separately sue Volkswagen or Audi at your own cost.
<b>PARTICIPATE IN THE SETTLEMENT</b>	If you wish to make a claim for benefits, you do not need to take any action at this time. The period to submit a claim will not begin until after the Settlement is approved by the Courts. If approved, additional details will be provided regarding when and how claims can be submitted.
<b>IF YOU TAKE NO STEPS</b>	If you do not opt out <u>and</u> do not submit a claim after the Settlement is approved by the Courts, you will not receive any benefits from the Settlement and you will give up any rights you currently have to separately sue Volkswagen or Audi for the claims being resolved by the Settlement.

**B. WHAT ARE THE CLASS ACTIONS ABOUT?**

The class actions are seeking damages and other relief on behalf of consumers with affected vehicles. They allege that the Timing Chain System of these vehicles is defective. The Timing Chain System means the system comprised of the timing chain tensioner, timing chain, chain sprockets, guide rails, and tensioning rail.

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These class actions consist of the following actions: *Shawn Panacci v. Volkswagen Group Canada Inc. et al*, Court File No. CV-16-559393-00CP before the Ontario Superior Court of Justice, *Covill v. Volkswagen Group Canada Inc. et al*, Court File No. QBG 2749 of 2016 before the Court of Queen's Bench for Saskatchewan, and *Tremblay v. Volkswagen Group Canada, Inc. et al*, Court File No. 500-06-000868-170 before the Superior Court of Québec.

**C. WHY AM I RECEIVING THIS NOTICE?**

This Notice summarizes the Settlement, which affects your legal rights if you are a Settlement Class Member. You have received this Notice because you are a past or current owner or lessee of an affected vehicle. Receipt of this Notice does not mean that you are a Settlement Class Member.

If you are a Settlement Class Member, this Notice informs you of your legal rights and options. These options include participating in the Settlement and, if you wish, objecting to the Settlement, or excluding yourself ("opting out") from the Settlement. You can also attend the upcoming public hearings before the Courts, which will determine whether the Settlement should be approved.

**CLASS MEMBERSHIP QUESTIONS**

**D. AM I INCLUDED IN THE SETTLEMENT?**

You may be included in the Settlement if:

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

**E. IS MY VEHICLE AN "ELIGIBLE VEHICLE"?**

Only Eligible Vehicles are included in the Settlement.

You may have an Eligible Vehicle if it is included in the below list of Volkswagen or Audi vehicles:

<b>VOLKSWAGEN</b>		<b>AUDI</b>	
<b>Model</b>	<b>Model Years</b>	<b>Model</b>	<b>Model Years</b>
Beetle Convertible	2014	A3	2008-2012
Beetle Coupe	2012-2014	A4 Avant	2009-2012
CC	2009-2012	A4 Sedan	2009-2012
CC (Face Lift)	2013		
Eos	2009-2012	A5 Cabriolet	2010-2012
GTI (A5)	2009	A5 Coupe	2010-2012
GTI (A6)	2010-2012	Q5	2011-2012
Jetta (A5)	2009-2010	TT Coupe	2009-2012
Jetta (A6)	2012-2014	TT Roadster	2009-2012
Passat Sedan	2008-2010		
Passat Wagon	2008-2010		
Tiguan	2009-2012		

In addition, Eligible Vehicles:

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

You can determine whether your vehicle is included in the Settlement by contacting 1-833-451-8811. You will need your Vehicle Identification Number, also known as a VIN. Additional eligibility requirements apply in order to participate in the Settlement.

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

**F. AM I A “SETTLEMENT CLASS MEMBER”?**

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

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

**G. WHO IS EXCLUDED FROM THE SETTLEMENT?**

Excluded Persons from the settlement include:

- All those who timely and properly exclude themselves (opt out) from the Settlement;
- Insurance companies;
- VW and Audi’s officers, directors and employees and participants in the Internal Lease Program; VW and Audi’s affiliates and their officers, directors and employees; and Authorized VW Dealers and their officers and directors;
- Any Settlement Class Member seeking reimbursement for repairs relating to the Timing Chain System Matter who, prior to the date of this Settlement Agreement, settled with and released Defendants or any Released Parties from any Released Claims for those repairs;
- The Judges overseeing the Class Actions; and
- Counsel of record in the Class Actions who represent the Settlement Class Members.

## SETTLEMENT BENEFIT QUESTIONS

### H. WHAT BENEFITS CAN I RECEIVE?

If approved by the Courts, the Settlement will provide Settlement Class Members with **Reimbursement of Past Repairs** and/or **Warranty Extension**.

You may be eligible for **Reimbursement of Past Repairs** if you are a Settlement Class Member and you have **previously paid out-of-pocket** to repair or replace your timing chain, timing chain tensioner and/or engine due to timing chain tensioner and/or timing chain failure.

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

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

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

- (1) Reimbursement for past repairs/replacement of timing chains and/or timing chain tensioners; and/or
- (2) Reimbursement for past repairs/replacement of a failed or damaged engine due to the failure of the timing chain and/or timing chain tensioner.

#### (1) Reimbursement of Past Repairs – Timing Chain/Timing Chain Tensioner

If you are a Settlement Class Member and have previously repaired your **timing chain and/or timing chain tensioner** due to a failure you may be entitled to Reimbursement of Past Repairs for **unreimbursed out-of-pocket expenses** occurring prior to the introduction of the Warranty Extension and within 10 years or 160,000 kilometres from the In-Service Date of the vehicle, whichever occurs first, as follows:

##### A. Timing Chain Tensioner Repair/Replacement:

- i. If the timing-chain tensioner was repaired or replaced at an authorized VW dealer due to a failure, the Settlement Class Member will receive a one-hundred percent (100%) refund of the dealer invoice amount for the covered part(s) and labour, including applicable taxes.
- ii. If the timing chain tensioner was repaired or replaced at a non-VW dealer due to a failure, the Settlement Class Member will receive a refund of the invoice for the covered parts and labour, including applicable taxes, but no more than \$1,430.

##### B. Timing Chain Repair/Replacement:

- i. If the timing chain was repaired or replaced at an authorized VW dealer due to a failure, the Settlement Class Member will receive a one-hundred percent (100%) refund of the dealer invoice amount for the covered part(s) and labour, including

applicable taxes.

- ii. If the timing chain was repaired or replaced at a non-VW dealer due to a failure, the Settlement Class Member will receive a refund of the invoice for the covered parts and labour, including applicable taxes, but no more than \$1,950.
- iii. Where the timing chain is replaced, the warranty coverage includes oil change, oil filter, and cleaning of oil pan, which includes reimbursement to Settlement Class Members for payments previously made for these items in connection with a timing chain repair or replacement.

C. Timing Chain and Timing Chain Tensioner Repair/Replacement:

- i. If the timing chain and timing chain tensioner were both simultaneously repaired or replaced at an authorized VW dealer due to a failure, the Settlement Class Member will receive a one-hundred percent (100%) refund of the dealer invoice amount for the covered part(s) and labour, including applicable taxes.
- ii. If the timing chain and timing chain tensioner were both simultaneously repaired or replaced at a non-VW dealer due to a failure, the Settlement Class Member will receive a refund of the invoice for the covered parts and labour, including applicable taxes, but no more than \$2,600.

D. Limitations:

- i. Any reimbursement will be reduced by goodwill or other concession paid by an authorized VW dealer or any other entity (including insurers and providers of extended warranties), up to no reimbursement if the Settlement Class Member received a replacement or repair at no charge.
- ii. Defendants will not be responsible for, and will not warrant, repair/replacement work performed at a non-VW dealer. If the Audi or VW replacement covered part(s), purchased by the customer or the non-VW dealer from a dealer fails within one year or 20,000 kilometres (whichever occurs first) of installation, defendants will provide a replacement of the covered part(s) only, at no charge.
- iii. If the timing chain or timing chain tensioner fails after the Warranty Extension is commenced and within 10 years or 160,000 kilometres (whichever occurs first) from the In-Service Date of the vehicle, the Settlement Class Member must take the vehicle to an Authorized VW dealer for repair pursuant to the terms of the Warranty Extension.

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

If you are a Settlement Class Member and have previously repaired or replaced a **failed or damaged engine** due to timing chain and/or timing chain tensioner failure you will be entitled to Reimbursement of Past Repairs for **unreimbursed out-of-pocket expenses** occurring prior to the introduction of the Warranty Extension and within 10 years or 160,000 kilometres from the In-Service Date of the vehicle, whichever occurs first, as follows:

- A. Reimbursement for valid out-of-pocket expenses to repair or replace a failed or damaged

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engine due to timing chain tensioner and/or timing chain failure will include the cost of a repair or replacement of the timing chain tensioner and/or timing chain as required.

- B. If the engine was repaired or replaced at an authorized VW dealer due to a failure, a refund of the invoice amount subject to the time/mileage parameters in the table below.
- C. If the engine was repaired or replaced at a non-VW dealer due to a failure, the maximum reimbursement amount is \$8,450, subject to the time/mileage parameters in the table below:

**Table A**  
**Reimbursement Limits for Damaged or Failed Engine Due to Timing Chain /Timing Chain Tensioner Failure**

<b>Time from in-service date</b>	<b>Less than 95,000</b>	<b>95,001 to 120,000</b>	<b>120,001 to 135,000</b>	<b>135,001 to 160,000</b>
5 years	100%	70%	60%	45%
5-7 years	70%	60%	50%	35%
7-10 years	60%	50%	40%	25%

**D. Limitations**

- i. Any reimbursement will be reduced by goodwill or other concession paid by an authorized VW dealer or any other entity (including insurers and providers of extended warranties), up to no reimbursement if a Settlement Class Member received a replacement or repair at no charge.
- ii. Defendants will not be responsible for, and will not warrant, repair or replacement work performed at a non-VW dealer. If the Audi or VW replacement covered part(s), purchased by the customer or the non-VW dealer from a dealer fails within one year or 20,000 kilometres (whichever occurs first) of installation, defendants will provide a replacement of the covered part(s) only, at no charge.
- iii. If a Settlement Class Vehicle's engine is damaged or fails as a result of the failure of a timing chain or timing chain tensioner after the Warranty Extension is commenced and within 10 years or 160,000 kilometres (whichever occurs first) from the In-Service Date of the vehicle, the Settlement Class Member must take the vehicle to an Authorized VW dealer for repair pursuant to the terms of the Warranty Extension.
- iv. Any replacement engine will be subject to the warranty terms and conditions accompanying that replacement engine. Nothing in the Settlement Agreement modifies that warranty.

**J. IF I HAVE AN ELIGIBLE VEHICLE, WHAT WARRANTY EXTENSION DO I GET?**

If you are a Settlement Class Member and you own/owned or lease/leased an eligible vehicle you will be entitled to a warranty extension. Specifically, you will be entitled to a warranty extension of settlement class vehicle **timing chains and timing chain tensioners for 10 years or 160,000**



**kilometres** from the date the vehicle was placed into service (“In-Service Date”), whichever occurs first (the “Warranty Extension”).

The Warranty Extension will be subject to the terms and conditions of the applicable New Vehicle Limited Warranty and will include the timing chain tensioner, timing chain and any parts and labour necessary to effect the repair.

The Warranty Extension **will also cover**, subject to the terms and conditions of the applicable New Vehicle Limited Warranty, a percentage of the cost of repair or replacement (parts and labour), by an authorized VW dealer, of a **damaged or failed engine** of a Settlement Class Vehicle that is determined to have been directly caused by the failure of the vehicle’s timing chain and/or timing chain tensioner, within the same above period of **10 years or 160,000 kilometres** from the In-Service Date of the vehicle, whichever comes first, and subject to the following time/mileage percentage limits:

**Table B**  
**Warranty Extension Limits for Engine Repairs or Replacements due to Timing Chain/Timing Chain Tensioner Failure**

<b>Time from in-service date</b>	<b>Less than 95,000</b>	<b>95,001 to 120,000</b>	<b>120,001 to 135,000</b>	<b>135,001 to 160,000</b>
5 years	100%	70%	60%	45%
5-7 years	70%	60%	50%	35%
7-10 years	60%	50%	40%	25%

The warranty, as extended, is fully transferable to subsequent owners.

**K. HOW CAN I MAKE A CLAIM IN THE SETTLEMENT?**

If you wish to make a claim for benefits under the Settlement, you do not need to take any action at this time. The period to submit a claim will not begin until after the Settlement is approved by the Courts. If the Settlement is approved, notice and additional details will be provided regarding when claims can begin to be submitted and the steps you will need to take to make a claim. You will have 8 months after the Effective Date to submit a claim.

If you wish to make a claim for benefits under the Settlement, you do not need to take any action at this time. The period to submit a claim will not begin until after the Settlement is approved by the Courts. If the Settlement is approved, the process for Settlement Class Members receiving their benefit(s) involves four steps:

- 1) Settlement Class Members will obtain information about the options available to them.
- 2) Once a Settlement Class Member is ready to submit a Claim, the Settlement Class Member will, by the Claims Period Deadline, submit a Claim Form to the Claims Administrator that contains certain information about the Settlement Class Member’s Eligible Vehicle along with required documentation. The Claim Form shall require a Claimant to sign, whether electronically or by hand, and declare that information and material submitted is true and correct based on knowledge and belief.

- 3) The Settlement Class Member's eligibility or ineligibility to participate in the Claims Program will be determined by the Claims Administrator, and an offer will be made if the Settlement Class Member is deemed an Eligible Claimant.
- 4) Eligible Claimants will receive their benefits under the Settlement Agreement.

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

To submit a claim for benefits under the Settlement (if approved by the Courts), you will need to provide the following information and supporting documents:

- Valid driver's license or other government-issued photo identification;
- Dates you owned or leased your vehicle; and
- Proof of vehicle ownership (in the case of an owned vehicle, a copy of the vehicle's registration certificate or bill of sale, and in the case of a leased vehicle, a copy of the lease agreement).

To submit a claim for a Reimbursement of Past Repairs under the Settlement (if approved by the Courts), you will, in addition to the above, need to provide the following information and supporting documents:

- Repair invoice containing claimant's name VIN, name and address of dealer or servicing center, date of repair, description of repair, mileage at repair, part(s) replaced, and cost of repair/replacement and proof of payment of same or such other proof sufficient to establish the repair.
- Documents evidencing claimant's good faith adherence to the relevant aspects of the vehicle maintenance schedule during the time they owned the vehicle, in particular, scheduled oil changes, up to date/mileage of replacement/repair, within a variance of 10% of the scheduled time/mileage maintenance requirements. However, in the event maintenance records cannot be obtained despite a good faith effort to obtain them, the claimant may submit a declaration under penalty of perjury detailing what efforts were made, who he/she communicated with and when, why the records are not available and attesting to adherence to the vehicle maintenance schedule and, in particular, scheduled oil changes, up to the date/mileage of replacement/repair, within the variance set forth above.

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

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

**SETTLEMENT PROCESS QUESTIONS**

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

A settlement is an agreement to resolve legal claims, and usually involves compromises by both sides. Settlements end all or part of a lawsuit while allowing the parties to avoid the costs and risks

of a trial. A settlement also allows the parties to avoid the very significant time delays of litigation.

If the Settlement is approved by the Courts, you will release Volkswagen and Audi from the Class Actions claims. Releasing someone from a claim means giving up the right to sue them. If you do not opt out of the Class Actions, you will release Volkswagen and Audi from the claims related to the Class Actions in any Eligible Vehicle that you currently or previously own/owned or lease/leased.

All Settlement Class Members are bound by a general release that will take effect whether they claim benefits or not. Settlement Class Members who wish to participate in the settlement program must make their claim before the Claims Period Deadline. You will have until at least **8 months post Effective Date** to submit a claim.

The above is only a summary of the general release. The Settlement Agreement sets out and describes the general release, so read it carefully. If you have any questions, you can talk to Class Counsel for free. You can also talk to your own lawyer, at your own expense, if you have questions about what this means. The Settlement Agreement is available at [www.timingchainsettlement.ca](http://www.timingchainsettlement.ca).

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

**N. I HAVE AN INDIVIDUAL LAWSUIT AGAINST VOLKSWAGEN OR AUDI. WHAT DO I NEED TO DO TO PARTICIPATE IN THE SETTLEMENT?**

If you do not validly opt out of the Settlement, you will be a Settlement Class Member and eligible for Settlement benefits in exchange for giving up the right to sue Volkswagen or Audi for the claims resolved by the Settlement.

Settlement Class Members who reside in a province/territory other than Québec and who have an action (other than these Class Actions) pending as against Volkswagen/Audi relating to the same facts underlying the claims resolved by the Settlement, must take steps to bring the action to an end, with prejudice where available, by 8 months post Effective Date.

If you reside in Québec and have an action (other than the Class Actions) pending against Volkswagen/Audi relating to the same facts underlying the claims resolved by the Settlement, you will be considered as having opted out of the Settlement, in which case, you will not be eligible to submit a claim for Settlement benefits unless you discontinue the action by 8 months post Effective Date]. If you do not discontinue your action by that date, you will be required to obtain a Court order to opt back into the Settlement. The only exception is if your action is pending outside Québec, in which case, different legal procedures apply: you may submit a claim under the Settlement and, upon proof of filing of a discontinuance of the action, you will be deemed to have elected to opt back into the Settlement.

**O. HOW CAN I OBJECT TO THE SETTLEMENT?**

Before objecting, it is recommended that you visit [www.timingchainsettlement.ca](http://www.timingchainsettlement.ca) to get more information about the Settlement or talk to Class Counsel for free. You can also talk to your own lawyer at your own expense.

If you are a Settlement Class Member and have comments about, or disagree with, any aspect of the Settlement that applies to you, you may express your views to the Courts by submitting a personally signed written objection as provided below. You may object only if you do not exclude

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yourself from (*i.e.*, opt out of) the Settlement.

Your objection must include:

- Your name, mailing address, telephone number and e-mail address (if applicable);
- The brand, model, model year and VIN of your vehicle;
- A statement that you object to the Settlement;
- The reasons you object to the Settlement, along with any supporting materials;
- Whether you intend to appear in person or through a lawyer at a Settlement approval hearing, and if appearing through a lawyer, the name, address, telephone number and e-mail address of your lawyer; and
- Your signature.

Your objection must be received by no later than **February 6, 2020** at:

Mail or Courier to: Epiq Class Action Services Canada Inc. Attention: Volkswagen/Audi Timing Chain Canadian Settlement Claims Administrator P.O. Box 507 STN B Ottawa ON K1P 5P6	E-Mail to: info@timingchainsettlement.ca
<b>DO NOT SEND OBJECTIONS DIRECTLY TO THE COURTS</b>	

**Note: Objecting to the Settlement simply means telling the Courts that you do not like something about the Settlement. Objecting does not disqualify you from making a claim nor does it make you ineligible to receive benefits under the Settlement. You cannot opt out of and also object to the Settlement. If you do both, only your opt-out request will apply and your objection will be considered withdrawn.**

If you deliver an objection to the Settlement, you do not have to come to Court to talk about it. As long as you submit your written objection on time, the Courts will receive it. Should you wish to speak at a hearing, you must indicate your wish to do so in your written objection. You can hire a lawyer to appear on your behalf at your own expense. As the Settlement is an agreement between Class Counsel and Volkswagen, Class Counsel will not be advocating on behalf of objectors at the hearings.

**P. HOW CAN I OPT OUT OF THE SETTLEMENT?**

Before excluding yourself by opting out of the Settlement, it is recommended that you visit [www.timingchainsettlement.ca](http://www.timingchainsettlement.ca) to get more information about the Settlement or talk to Class Counsel for free. You can also talk to your own lawyer at your own expense.

If you do not want to participate in the Settlement or be bound by it, you must exclude yourself by

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opting out. If you opt out, you will not be eligible to receive any benefits under the Settlement and you will not be able to object to the Settlement, but you will keep any right you have to separately sue Volkswagen/Audi at your own cost.

To opt out, you must submit a personally signed written request as provided below.

Your opt-out request must include:

- Your name, mailing address, telephone number and e-mail address (if applicable);
- The brand, model, model year and VIN of your vehicle;
- A statement that you wish to be excluded from the Settlement;
- If you own/owned your vehicle, a copy of the vehicle's registration certificate or bill of sale, and if you lease/leased your vehicle, a copy of the lease agreement; and
- Your signature.

Your opt-out request must be received by no later than **February 6, 2020** at:

Mail or Courier to:      Epiq Class Action Services Canada Inc.  Attention: Volkswagen/Audi Timing Chain Canadian Settlement Claims Administrator  P.O. Box 507 STN B  Ottawa ON K1P 5P6	E-Mail to:  info@timingchainsettlement.ca
<b>DO NOT SEND OPT-OUT REQUESTS DIRECTLY TO THE COURTS</b>	

Opt-out requests may only be made by a representative on behalf of Settlement Class Members who are minors, incapable persons or deceased.

Requests that are not personally signed, or that are received after **February 6, 2020** will be invalid and will not operate to exclude you from the Settlement.

**Note: You cannot opt out of and also object to the Settlement. If you do both, only your opt-out request will apply and your objection will be considered withdrawn. If you opt-out, you are telling the Courts that you do not want to participate in the Settlement. Therefore, you will not be eligible to receive any benefits from the Settlement and you will not be able to object to the Settlement.**

If, in any Canadian province/territory except Québec, you have an action (other than the Class Actions) pending against Volkswagen/Audi relating to the same facts underlying the claims being resolved by the Settlement, you must take the above steps by **February 6, 2020** if you do not want to participate in the Settlement.

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If, in Québec, you have an action (other than the Class Actions) pending against Volkswagen/Audi relating to the same facts underlying the claims being resolved by the Settlement, you will be automatically treated as having opted out of the Settlement unless you discontinue the action on or before **February 6, 2020**.

If you change your mind after opting out and wish to participate in the Settlement, you may send a request to the VW Class Action Administrator asking to rejoin the Settlement as long as it is received on or before **February 6, 2020**

**Q. CAN I ATTEND THE SETTLEMENT APPROVAL HEARINGS?**

Yes. Before determining whether to approve the Settlement, the Courts will hold the following hearings:

- The Ontario Superior Court of Justice will hold a Settlement approval hearing on **February 10, 2020** and
- The Superior Court of Québec will hold a Settlement approval hearing on a date to be determined.

The hearings may move to a different date or time. Visit [www.timingchainsettlement.ca](http://www.timingchainsettlement.ca) or call Class Counsel for current information.

At these hearings, the Courts will consider whether the Settlement is fair, reasonable and in the best interests of the Settlement Class. Class Counsel will answer any questions the Courts may have about the Settlement. If there are objections, the Courts will consider them at that time. After the hearing, the Courts will decide whether to approve the Settlement. We do not know how long these decisions will take.

You are welcome to attend the hearings at your own expense, but you are not required to attend.

**R. WHO IS MY LAWYER / CLASS COUNSEL?**

The law firms representing all Settlement Class Members are listed below:

<b>Lenczner Slaght Royce Smith Griffin LLP</b> 130 Adelaide Street West, Suite 2600 Toronto, ON M5H 3P5	<b>Koskie Minsky LLP</b> 20 Queen St. West, Suite 900 Box 52 Toronto, ON M5H 3R3
<b>Merchant Law Group LLP</b> 2401 Saskatchewan Drive Regina, SK S4P 4H8	

You will not be charged for contacting these lawyers. Class Counsel can be reached by telephone at 1-833-630-1781.

**S. HOW WILL CLASS COUNSEL BE PAID?**

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

**T. HOW DO I GET MORE INFORMATION?**

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

For more information about your legal rights under the Settlement, you may also consult Class Counsel at no charge by calling 1-833-630-1781.

In addition, information about the options Settlement Class Members may have, is available at [www.timingchainsettlement.ca](http://www.timingchainsettlement.ca).