

**SUPERIOR COURT  
(CLASS ACTION)**

CANADA  
PROVINCE OF QUÉBEC  
DISTRICT OF MONTREAL

Nº: 540-06-000012-155

DATE: January 12, 2018

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**UNDER THE PRESIDENCY OF: THE HONOURABLE MARIE-CLAUDE LALANDE, J.S.C.**

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**FRANK-FORT CONSTRUCTION INC.**

*Plaintiff*

v.

**PORSCHE CARS NORTH AMERICA, INC.**

-AND-

**PORSCHE CARS CANADA LTD.**

-AND-

**PORSCHE ENTERPRISES INCORPORATED**

-AND-

**PORSCHE AG**

*Defendants*

-and-

**RICEPOINT ADMINISTRATION INC.**

Mise en cause

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JUDGMENT ON AN  
APPLICATION FOR PRELIMINARY ORDERS FOR THE APPROVAL OF A  
SETTLEMENT AGREEMENT

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- [1] **CONSIDERING** the Application for Preliminary Orders for the Approval of a Settlement Agreement;
- [2] **CONSIDERING** Exhibits 1 to 4 to the Application;
- [3] **CONSIDERING** the Affidavit of Mtre David Assor;
- [4] **CONSIDERING** the submissions of counsel for the Parties;
- [5] **CONSIDERING** that this Court was advised that Ricepoint Administration Inc. consents to the requested appointments;
- [6] **CONSIDERING** that the Parties all consent to this judgment;

**FOR THESE REASONS, THE COURT:**

- [7] **GRANTS** the Application for Preliminary Orders for the Approval of a Settlement Agreement;
- [8] **DECLARES** that, except to the extent they are modified by this judgment, the definitions set out in the Settlement Agreement apply to and are incorporated into the judgment;
- [9] **AUTHORIZES** the bringing of a class action in relation to the claims of the Frank-Fort Settlement Class for settlement purposes only against the Defendants;
- [10] **APPOINTS** Frank-Fort Construction Inc. as Representative Plaintiff of the persons included in the class described as:

“A class of all persons (including individuals and entities) except for Excluded Persons, whose Porsche-brand Eligible Vehicles are identified based on reasonably available information as having been registered in Québec on November 2, 2015, and who (a) on November 2, 2015, were owners or lessees of, or, in the case of Non-Authorized Dealers, held title to or held by bill of sale dated on or before November 2, 2015, a Porsche-brand Eligible Vehicle; or (b) after November 2, 2015, but before the Claims Submission Deadline, become owners of, or, in the case of Non-Authorized Dealers, hold title to or hold by bill of sale dated after November 2, 2015, a Porsche-brand Eligible Vehicle and continue to be the owners as at the Purchaser Transaction Date.”

[11] **IDENTIFIES** the following issue to be dealt with collectively:

Did software installed in Frank-Fort Settlement Class members' vehicles allow those vehicles to operate one way when recognizing driving cycles in NOx emissions laboratory testing and in a different way when the vehicles were in on road operation and did Frank-Fort Settlement Class members suffer any damages as a result of such conduct?

[12] **APPOINTS** RicePoint Administration Inc. as Notice Administrator to implement and consult on Settlement Class Notices, and as Opt-Out / Objection Administrator to receive opt-out requests and / or objections from Frank-Fort Settlement Class members;

[13] **ORDERS** that the Opt-Out Deadline shall be sixty (60) days after the Pre-Approval Notice Date provided for in the Settlement Agreement and that no Frank-Fort Settlement Class member may opt out of this class action after the Opt-Out Deadline has passed;

[14] **ORDERS** that all written elections to opt out of the Frank-Fort Settlement Class and objections to the Settlement Agreement shall be personally signed by the Settlement Class member and shall include the following:

- (a) The name, mailing address, telephone number and e-mail address (if available) of the Frank-Fort Settlement Class member;
- (b) The make, model, model year and VIN of the Eligible Vehicle;
- (c) A statement that the Frank-Fort Settlement Class member elects to be excluded from the Frank-Fort Settlement Class, or a brief statement of the nature of and reason for the objection to the Settlement Agreement, as applicable;
- (d) If the Frank-Fort Settlement Class member elects to be excluded from the Frank-Fort Settlement Class, a copy of his, her or its Proof Of Ownership; and
- (e) If objecting to the Settlement Agreement, whether the Frank-Fort Settlement Class member intends to appear in person or by counsel at the Settlement Approval Hearing, and if appearing by counsel, the name, address, telephone number and e-mail address of counsel.

[15] **ORDERS** that any Frank-Fort Settlement Class member who wishes to object to the Settlement Agreement must do so by sending a personally signed written objection which includes the information and documentation required (as detailed

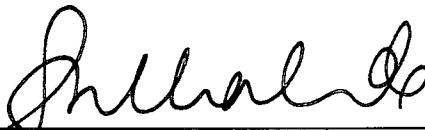
above) by email, mail or courier to Volkswagen/Audi/Porsche Class Action Administration / Administration de l'action collective Volkswagen/Audi/Porsche at the address listed below so that it is received on or before the Opt-Out Deadline;

Volkswagen/Audi/Porsche Class Action Administration /  
Administration de l'action collective Volkswagen/Audi/Porsche  
P. O. Box 7071 / Case postale 7071  
31 Adelaide Street East  
Toronto, ON, M5C 3H2  
Email: [vw@ricepoint.com](mailto:vw@ricepoint.com)

- [16] **ORDERS** that any Frank-Fort Settlement Class member who wishes to opt out of this class action must do so by sending a personally signed written election to opt out which includes the information and documentation required as detailed above by email, mail or courier to Volkswagen/Audi/Porsche Class Action Administration / Administration de l'action collective Volkswagen/Audi/Porsche so that it is received on or before the Opt-Out Deadline;
- [17] **ORDERS** that, if a Frank-Fort Settlement Class member is either deceased, a minor or otherwise incapable of making his/her own personal election to opt out of or object to the Settlement Agreement, the information and documentation required above must be sent to Volkswagen/Audi/Porsche Class Action Administration / Administration de l'action collective Volkswagen/Audi/Porsche so that it is received on or before the Opt-Out Deadline, along with the contact information of the person acting on behalf of the Frank-Fort Settlement Class member and a copy of the power of attorney, court order or other authorization serving as the proposed basis for permitting such person to represent the Frank-Fort Settlement Class member. A power of attorney will not be recognized as valid by the Opt-Out / Objection Administrator in the place of a signature of a Frank-Fort Settlement Class member, except in the circumstances set out here;
- [18] **DECLARES** that, subject to following paragraph below, any Frank-Fort Settlement Class member who elects to opt out of this class action in accordance with the provisions of the Judgment on this Application may not also object to the Settlement Agreement and any such objection received therefrom shall be deemed withdrawn;

- [19] **ORDERS** that any Frank-Fort Settlement Class member who elects to opt out of this class action in accordance with the provisions of the Judgment on this Application shall have the right to re-elect to be a member of the Frank-Fort Settlement Class by sending a signed written re-election asking to be included in the Frank-Fort Settlement Class to Volkswagen/Audi/Porsche Class Action Administration / Administration de l'action collective Volkswagen/Audi/Porsche so that it is received on or before the Opt-Out Deadline or, thereafter, only by order of this Court;
- [20] **ORDERS** that any Frank-Fort Settlement Class member who timely and validly opts out of this class action in accordance with the provisions of the judgment on this Application shall not be bound by the Settlement Agreement, shall not be entitled to receive any share of benefits payable in connection with the Settlement Agreement, and shall cease to be a putative class member in the continuing class action if the Settlement Agreement is approved by the Courts and becomes effective;
- [21] **ORDERS** that any Frank-Fort Settlement Class member who does not timely and validly opt out of this class action in accordance with the provisions of the Judgment on this Application shall be bound by the Settlement Agreement if it is approved by the Courts and becomes effective;
- [22] **DECLARES** that the hearing to consider approval of the Settlement Agreement in this class action shall take place at the Montreal Courthouse, on April 3, 2018, at 9:30 AM;
- [23] **APPROVES** the Pre-Approval Notice substantially in the form attached to this judgment as Exhibits R-2 and R-3;
- [24] **APPROVES** the Notice Program substantially in the form attached to this judgment as Exhibit R-4;
- [25] **ORDERS** that Pre-Approval Notice shall be disseminated in accordance with the Notice Program;
- [26] **DECLARES** that this judgment shall not be effective unless and until a pre-approval order generally on the same terms as this judgment is issued by this court in the action titled Option consommateurs v. Volkswagen Group Canada Inc. et al. with Court File No. 500-06-000761-151 (Montreal, Quebec) and by the Ontario Superior Court of Justice in the actions titled Matthew Robert Quenneville et al. v. Volkswagen Group Canada, Inc. et al. with Court File No. CV-15-537029-00CP (Toronto, Ontario) and Judith Anne Beckett v. Porsche Cars Canada Ltd. et al. with Court File No. CV-15-543402 CP (Toronto, Ontario);

[27] **THE WHOLE** without legal costs.

A handwritten signature in black ink, appearing to read 'M. Lalande', written in a cursive style.

THE HONOURABLE MARIE-CLAUDE LALANDE, J.S.C.