

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE) Tuesday, September 22,
JUSTICE BELOBABA) 2020

B E T W E E N :

**MATTHEW ROBERT QUENNEVILLE, LUCIANO TAURO,
MICHAEL JOSEPH PARE, THERESE H. GADOURY,
AMY FITZGERALD, RENEE JAMES, AL-NOOR WISSANJI,
JACK MASTROMATTEI, JAY MACDONALD, and JUDITH ANNE BECKETT**

Plaintiffs

- and -

ROBERT BOSCH GmbH and ROBERT BOSCH LLC

Defendants

Proceeding under the *Class Proceedings Act, 1992*

**ORDER
(Approval)**

THIS MOTION made by the Plaintiffs for an order: (a) approving the Settlement Agreement dated June 29, 2020 and Amended as of September 11, 2020 (the "Bosch Settlement Agreement"), (b) approving the Approval Notice, and (c) confirming the appointment of RicePoint Administration Inc. ("RicePoint") as the Claims Administrator was heard this day, August 28, 2020 over video-conference in Toronto, Ontario.

UPON HEARING the submissions of counsel for the Plaintiffs:

AND ON READING the pleadings and materials filed, including the moving parties' motion record and factum;

AND ON BEING ADVISED that the parties to the 2L Settlement and 3L Settlement do not oppose the proposed extended use of the 2&3L Email Database to

provide notice of and to support the claims administration of the Settlement Agreement, if approved;

AND ON BEING ADVISED that RicePoint can enable the proposed extended use of the claims information from the 2L Settlement and 3L Settlement in order to support the claims administration of the Bosch Settlement Agreement;

1. **THIS COURT ORDERS AND DECLARES** that, except to the extent they are modified by this Approval Order, the definitions set out in the Bosch Settlement Agreement attached hereto as **Schedule “A”** apply to and are incorporated into this Approval Order.

2. **THIS COURT DECLARES** that the Bosch Settlement Agreement is fair, reasonable and in the best interest of the Bosch Settlement Class.

3. **THIS COURT ORDERS** that the Bosch Settlement Agreement is approved pursuant to section 29 of the *Class Proceedings Act, 1992*, SO 1992, c. 6.

4. **THIS COURT DECLARES** that all provisions of the Settlement Agreement (including Recitals and Definitions) form part of this Approval Order and are binding upon the Defendants, the Bosch Class Representatives, and upon all members of the Bosch Settlement Class who did not opt-out of this action in accordance with the Order of this Court dated July 1, 2020 (the “**Pre-Approval Order**”), including those persons who are minors or mentally incapable.

5. **THIS COURT DECLARES** that compliance with the requirements of Rules 7.04(1) and 7.08(4) of the *Rules of Civil Procedure*, RRO 1990, Reg 194 is waived.

6. **THIS COURT ORDERS AND DECLARES** that the Settlement Class Release set out in Section 7.1 of the Bosch Settlement Agreement is approved and shall take effect upon the Effective Date, and any Releasing Party who has not validly opted out of this Action has released and shall conclusively be deemed to have forever, finally and absolutely released the Bosch Released Parties from the Released Claims.

7. **THIS COURT ORDERS** that this Action shall be and is hereby dismissed, without costs and with prejudice.

8. **THIS COURT ORDERS** that upon the Effective Date, each Releasing Party shall not now or hereafter institute, maintain, prosecute, assert and/or cooperate in the institution, commencement, filing, or prosecution of any suit, action and/or other proceeding, whether in Canada or elsewhere, against the Bosch Released Parties with respect to the claims, causes of action and/or any other matters subject to the Settlement Class Release, save and except for the continuation of the Quebec Bosch Action, which is expressly excluded from the scope of the Settlement Class Release.

9. **THIS COURT ORDERS** that the Approval Notice, substantially in the form attached as **Schedule “B”**, is approved.

10. **THIS COURT ORDERS** that the Approval Notice shall be disseminated in accordance with the Notice Program, previously approved in the Pre-Approval Notice, and attached as **Schedule “C”**.

11. **THIS COURT ORDERS** that RicePoint is appointed as the Claims Administrator.

12. **THIS COURT ORDERS** that, for the purpose of administering the Claims Program for the Bosch Settlement Agreement, the proposed extended use of the claims information from the 2L Settlement and 3L Settlement is authorized. In particular, RicePoint is authorized to access, or cause to be accessed, the claims databases for the 2L Settlement and 3L Settlement, including to identify 2&3L Settlement Class Members outside of Quebec and the benefits that they received in the 2L Settlement or 3L Settlement. This authorization also extends to non-party Volkswagen Group entities to the extent that RicePoint requires their support to access and retrieve the claims database information for the 2L Settlement and 3L Settlement.

13. **THIS COURT ORDERS** that, for the purpose of further administering the Notice Program for the Bosch Settlement Agreement, the proposed extended use of the 2&3L Email Database is authorized. In addition, RicePoint is authorized to access, or cause to

be accessed, the claims databases for the 2L Settlement and 3L Settlement to identify other contact information for the 2&3L Settlement Class Members outside of Quebec. This authorization also extends to non-party Volkswagen Group entities to the extent that RicePoint requires their support to access the claims database information for the 2L Settlement and 3L Settlement.

14. **THIS COURT DECLARES** that the Claims Period Deadline will be three (3) months from the Approval Notice Date.

15. **THIS COURT DECLARES** that the Parties may, without further notice to the Bosch Settlement Class or further Order of the Court, amend, modify, or expand the terms and provisions of the Bosch Settlement Agreement by written agreement provided any such changes are consistent with this Order and do not limit the rights of members of the Bosch Settlement Class under the Bosch Settlement Agreement.

16. **THIS COURT DECLARES** that in the event the Bosch Settlement Agreement is terminated in accordance with s. 14, this Order will be null and void, *nunc pro tunc*, and the Parties shall be restored to their respective positions prior to the execution of the Bosch Settlement Agreement, save and except that the certification of the Bosch Settlement Class, originally made on July 16, 2018, and varied by the Pre-Approval Order, shall remain in force and effect.

17. **THIS COURT ORDERS** that the Bosch Settlement Agreement be implemented in accordance with its terms.

Signed: *Justice Edward P. Belobaba*

Notwithstanding Rule 59.05, this Judgment [Order] is effective from the date it is made, and is enforceable without any need for entry and filing. In accordance with Rules 77.07(6) and 1.04, no formal Judgment [Order] need be entered and filed unless an appeal or a motion for leave to appeal is brought to an appellate court. Any party to this Judgment [Order] may nonetheless submit a formal Judgment [Order] for original signing, entry and filing when the Court returns to regular operations.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

ORDER

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