

CANADA  
PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL

SUPERIOR COURT  
(Class action)

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N° : 500-06-000556-114

**JEAN-PIERRE RICHARD**  
(hereinafter the Petitioner)

c.

**VOLKSWAGEN GROUP CANADA  
INC.**  
(hereinafter Volkswagen)

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### SETTLEMENT AGREEMENT

**WHEREAS** the parties have agreed to settle this class action out of Court, subject to the approval of the present settlement agreement by the Court;

**THEREFOR, THE PARTIES HAVE AGREED AS FOLLOWS:**

#### **DEFINITIONS :**

1. **Members:** means all the following persons:

#### Group Definition

"All Canadians residents who are owners or lessees of a 2006 Volkswagen Jetta model with serial numbers between 1K\_5M000001 and 1K\_6M759703."

and

"All Canadian residents who have owned or leased a 2006 Volkswagen Jetta model with serial numbers between 1K\_5M000001 and 1K\_6M759703 and who repaired, replaced or purchased the wiring harness for the left front driver door."



2. **Covered Vehicles:** mean 2006 Volkswagen Jetta model with serial numbers between 1K\_5M000001 and 1K\_6M759703.
3. **Covered Parts:** mean the left front driver door wiring harness of the covered vehicles (part number 1K5971120H or 1K5971120G).
4. **Related Parts:** mean additional wiring and connectors that must be replaced when replacing the covered part.
5. **Problem Covered:** means problems resulting from the premature wear and severing of left front driver door wiring harness which causes intermittent or permanent problems related to the use of accessories and / or use of power from the electrical system of the vehicles covered.

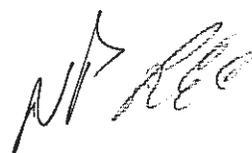
#### **VOLKSWAGEN COMMITMENTS TOWARDS THE MEMBERS OF THE GROUP**

6. Without any admission of liability, with the sole purpose of settling the litigation on an amicable basis and as a good will gesture toward its customers, Volkswagen agrees to provide to the members of the group the following benefits:
  - a. Volkswagen agrees to pay, to any member of the group who will submit, as provided herein, a proof of purchase, of repair or replacement of a covered part, a sum of \$ 320, less any credit granted or amount previously reimbursed by Volkswagen Group Canada or one of its authorized dealers for the Problem Covered, and less the deductions set out below at paragraphs 27 (fees) and 32 (Class Action Aid Fund)
  - b. In addition, as a remedial measure to the members of the group, Volkswagen agrees to extend the warranty on the covered parts, to 8,5 years (102 months) from the in-service date of the vehicle or 165,000 km, whichever comes first;
    - i. Members of the group who will be affected by this problem during the extended warranty period can have the wiring harness and any related parts replaced by an authorized Volkswagen dealer, subject to a deductible of \$ 60 plus taxes payable to the dealer, as provided for at paragraph 31.



**NOTICE TO MEMBERS**

7. Within 15 days of the signature of this settlement agreement by the parties, the Petitioner will ask the Courts to approve a First Notice to the members of the group.
8. This First Notice must inform the members of the group of the content of this Settlement Agreement, the date it is submitted to Courts for approval as well as of their rights to be heard before the Court's decision.
9. The contents of this First Notice will be substantially in accordance with **Schedule 1**.
10. If this Settlement Agreement is approved by the Courts, a second notice will be sent to members of the group, informing them of the approval of this Settlement Agreement, its content, the time limit and the modalities for withdrawal from the class, the claim modalities and the amount of fees to be paid to class counsel, as approved by the Court.
11. The content of this Second Notice will be substantially in accordance with **Schedule 2**.
12. Within 10 days following each of the judgments approving each notices, such notices will be mailed by Volkswagen to all members of the group whose last address is known, according to the confidential list given to class counsel upon the signing hereof.
13. Within the same timeline, Volkswagen will publish the First Notice and the Second Notice once on a weekday in the following newspapers: in a 1/4 page format, in the legal section of The Globe & Mail, The Gazette, La Presse and Le Soleil, as well as in the Metro papers of Vancouver, Edmonton, Calgary, Winnipeg, London, Toronto, Ottawa, Montreal and Halifax.
14. Within 15 days following the judgments approving the Second Notice, Volkswagen will publish a press release substantially in accordance with **Schedule 3**.
15. Within 15 days following the judgments approving the Second Notice, Volkswagen will communicate such notice (Schedule 2) to each of its authorized dealers' service department in Canada, by fax and by mail or internal mail, as well

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as a notice of the extended warranty, substantially in accordance with **Schedule 4**.

16. The translation costs of all the documents pertaining to this Settlement Agreement and the costs for publication of the notices and press release are assumed by Volkswagen.
17. Class counsel reserve their right to remind the members of the group of their rights by mail notices, at their expense, subject to the approval of such communications by the Court.

#### **TIME LIMIT AND MODALITY OF EXCLUSION**

18. A member who wishes to opt out the present class action shall send a Notice of Exclusion to class counsel, as per the Exclusion Form, in accordance with **Schedule 5** or any other document containing the same information.
19. This Notice of Exclusion must be received by class counsel within 60 days of the publication of the Second Notice to Members. At the expiry of that period, members of the group can no longer be excluded from the class action. Class counsel will communicate copies of the Exclusion Forms to the attorneys for Volkswagen and to the Court registry.

#### **TIME LIMIT AND MODALITIES OF THE CLAIM**

20. Members must submit their claims to the Claims Administrator within 135 days following the publication of the 2nd notice.
21. The protocol for the administration of the claims and the claims form are attached as **Schedules 6 and 7**.

#### **THE CLAIMS ADMINISTRATOR**

22. The parties agree to propose the firm Bruneau Group to the Court, to act as the claims administrator.
23. All fees and disbursements payable to the claims administrator are assumed by Volkswagen.

24. The Parties will ask the Court that no person may bring any action or take any proceedings against the Claims Administrator, or any of its employees, agents, partners, associates, representatives, successors or assigns for any matter in any way relating to the Settlement Agreement, the administration and payment of claims, except with leave of the Court.

**THE INDEMNITY PAYABLE TO THE CLASS REPRESENTATIVE**

25. Subject to the Courts' approval, Volkswagen will pay an indemnity of \$ 2,500 to Petitioner Jean-Pierre Richard, within thirty (30) days of the approval of this Settlement Agreement, in consideration of the efforts and researches devoted by the latter for the benefit of all the members of the group.

**FEES AND DISBURSEMENTS PAYABLE TO CLASSCOUNSEL**

26. At the date of presentation of the Motion for approval of the Settlement Agreement, Class Counsel will ask the Courts for the approval of their Fees.
27. Subject to the Courts' approval, the Claims Administrator will withhold a percentage of 25%, plus the applicable taxes, from each payment of the sum of \$ 320 or such lesser amount to the members of the group, as provided in Class Counsel Fee Agreement or any other percentage approved by the Courts.
28. The Claims Administrator will forward the amounts withheld to class counsel every sixty (60) days, at the same time as payments are made to class members.
29. In consideration of the remedial measure provided above at section 6, Volkswagen undertakes to pay to class counsel a lump sum of \$ 250 000 plus the applicable taxes, subject to the approval of the Court.
30. This lump sum of \$ 250,000 will be payable to class counsel within 30 days of its approval by the Court.
31. In consideration of the payment of the lump sum provided above, Volkswagen is authorized to claim, through its authorized dealers, an deductible of \$ 60, plus applicable taxes, from any members of the group who will take advantage of the extended warranty,

**PERCENTAGE PAYABLE TO THE FONDS D'AIDE AUX RECOURS COLLECTIFS  
(CLASS ACTIONS ASSISTANCE FUND)**

32. Volkswagen agrees to deduct a percentage of 2% from each payment of the sum of \$ 320 or such lesser amount to the members of the group, as provided by the Regulation respecting the percentage withheld by the Class Actions Assistance Fund, RRQ, c R-2.1, r.3.1)
33. The Claims Administrator will forward the amounts withheld to the Class Actions Assistance Fund, every sixty (60) days, at the same time as the reimbursements to class members is mailed.

## RELEASE

34. Following the end of the claim period, a group member who has not opted-out, regardless of whether or not he/she submitted a claim or whether any compensation has been granted, will be deemed to have given final and unconditional release and discharge to Volkswagen Group Canada Inc., its parent as well as any subsidiaries and affiliates of the parent, authorized dealers, any suppliers and sub-suppliers of the aforementioned parties, as well as their officers, directors and employees, their shareholders, their legal advisors, insurers, their reinsurers, their subrogees and their heirs (beneficiaries of the release), against the claims covered by the class action settled by this Settlement Agreement.
35. Following the end of the claim period, any class member who has not opted-out can no longer institute any action against the beneficiaries of the release, directly or through a third party or an intermediary, to assert any demand related to the claims addressed in the class action settled by this Settlement Agreement.
36. The release provided in sections 34 and 35 doesn't benefit authorized dealers for erroneous diagnosis or unnecessary work provided by them for queries related to the Problem Covered;

## COMMUNICATIONS

37. The parties agree that, in their public statements about this Settlement Agreement:
  - a) they will inform that the class action has been resolved to the satisfaction of all parties;

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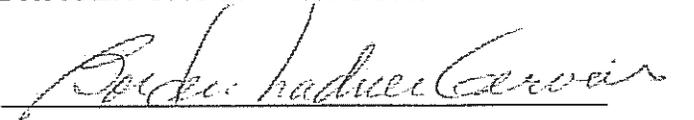
- b) they will inform that the class action settlement is fair, reasonable and in the best interests of the members of the group, and
- c) they will not make any comment that may cast a negative light about the conduct of a party or reveal anything that was said during the negotiations for a settlement.

#### TERMINATION OF THE SETTLEMENT AGREEMENT

- 38. This Settlement Agreement will be automatically terminated if it is not approved by the Court.
- 39. In case of termination, the parties will revert to the position they were in immediately before the date of execution of the Settlement Agreement. All limitation periods will be deemed interrupted from the date of execution until the date of its termination.

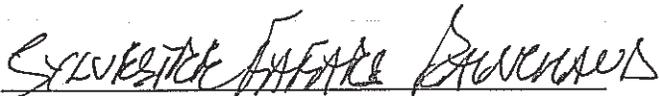
IN WITNESS WHEREOF, each party has ensured that this Agreement be signed on its behalf by their duly authorized attorneys, on August 3<sup>rd</sup>, 2012.

#### VOLKSWAGEN GROUP CANADA INC.

BY: 

Borden Ladner Gervais

#### CLASS COUNSEL

By: 

Sylvestre Fafard Painchaud



**CLASS ACTION AGAINST VOLKSWAGEN**

**A PROPOSED AGREEMENT MAY SETTLE THE CLASS ACTION**

**IF YOU PURCHASED OR LEASED A 2006 VOLKSWAGEN JETTA  
YOU MAY BE AFFECTED BY THE PROPOSED AGREEMENT**

**MODEL COVERED**

2006 Volkswagen Jetta vehicles with serial numbers between 1K\_5M000001 and 1K\_6M759703.

**THE PROBLEM**

The proposed agreement pertains to the intermittent or permanent problems related to the use of electrical accessories and/or the charging system of the vehicles covered. Those problems are resulting from the premature wear of left front driver door wiring harness (the "Problem Covered").

**PROPOSED AGREEMENT**

For those who repaired, replaced or purchased the wiring harness for the left front driver door, the agreement provides for a reimbursement of \$320.00 less any credit granted or amount previously reimbursed by Volkswagen or one of its authorized dealers, relating to the Problem Covered.

Class counsel's fees and an amount allocated to the Class Action Assistance Fund will be deducted from the monies payable to class members and from the benefits arising from the proposed agreement.

For all the persons affected by the class action, the agreement provides that the warranty on this part will be extended to 8.5 years (102 months) or 165,000 km from the in-service date, whichever comes first, subject to a deductible of \$ 60 plus taxes payable to the dealer.

**APPROVAL OF THE AGREEMENT BY THE COURT**

The proposed agreement will be submitted to the Superior Court of Quebec for approval on **October 9<sup>th</sup>, 2012 at 9:00 am, at the Montreal Courthouse** (File No. 500-06-000556-114).

If you wish to **comment or to object** to the proposed agreement, you must do so in writing to Mr. Normand Painchaud via email at [n.painchaud@sfpavocats.ca](mailto:n.painchaud@sfpavocats.ca), at least **7 days** before the hearing. All comments or objections will be brought to the attention of the Court.

**DO YOU WISH TO BENEFIT FROM THE AGREEMENT?**

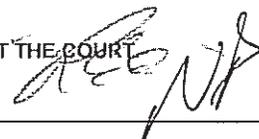
If the agreement is approved by the court, another notice will be published and claim forms will be available for members of the group who repaired, replaced or purchased the wiring harness for the left front driver door.

If you do not wish to be part of the class action, you will have the opportunity to opt-out if the agreement is approved by the Court.

**THE ATTORNEYS FOR THE CLASS ACTION**

SYLVESTRE FAFARD PAINCHAUD  
740, Atwater  
Montréal (Québec) H4C 2G9  
Tel: (514) 937-2881  
Fax: (514) 937-6529  
Email: [d.beaulieu@sfpavocats.ca](mailto:d.beaulieu@sfpavocats.ca)  
Website: [www.sfpavocats.ca/volkswagen](http://www.sfpavocats.ca/volkswagen)

Visit [www.sfpavocats.ca/volkswagen](http://www.sfpavocats.ca/volkswagen) or [www.vwclaim.ca](http://www.vwclaim.ca)  
for information about this settlement.



## CLASS ACTION AGAINST VOLKSWAGEN

### NOTICE OF APPROVAL OF THE SETTLEMENT AGREEMENT

#### IF YOU PURCHASED OR LEASED A 2006 VOLKSWAGEN JETTA YOU COULD BE COMPENSATED BY THE AGREEMENT

##### MODEL COVERED

2006 Volkswagen Jetta vehicles with serial numbers between 1K\_5M000001 and 1K\_6M759703.

##### THE PROBLEM

The approved agreement pertains to the intermittent or permanent problems related to the use of electrical accessories and/or the charging system of the vehicles covered. Those problems are resulting from the premature wear of left front driver door wiring harness (the "Problem Covered").

##### THE COMPENSATION

People who repaired, replaced or purchased the wiring harness for the left front driver door may obtain a **reimbursement of \$320.00** less any credit granted or previously reimbursed by Volkswagen or one of its authorized dealers relating to the Problem Covered, and court approved deductions for legal fees and statutory withholdings.

##### THE EXTENDED WARRANTY

Moreover, the **warranty** on this part is **extended to 8.5 years (102 months) or 165,000 km** from the in-service date, whichever comes first. An amount of \$60.00 plus applicable taxes must be paid by the members to take advantage of the repairs under the extended warranty.

##### DO YOU WISH TO CLAIM COMPENSATION ?

If you repaired, replaced or purchased the wiring harness for the left front driver door and want to claim a reimbursement, you must submit a **Claim Form**, which is available online or from the Claims Administrator:

BRUNEAU GROUP INC.  
Volkswagen 2006 Jetta Claims  
P.O. Box 20187 - 390 Rideau Street  
Ottawa, ON K1N 9P4

Tel: 1-866-288-3683  
Fax: 1-613-562-0321  
Email: [info@vwclaim.ca](mailto:info@vwclaim.ca)  
Website: [www.vwclaim.ca](http://www.vwclaim.ca)

You can also obtain the Claim Form and information relating to this Agreement at:  
[www.sfpavocats.ca/Volkswagen](http://www.sfpavocats.ca/Volkswagen)

##### YOU DO NOT WISH TO BENEFIT FROM THE AGREEMENT?

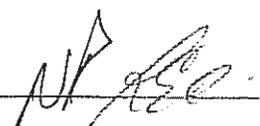
You may exclude yourself ("opt-out") by completing the Opt-Out Form available online or from the Claims Administrator at the address above.

##### THE ATTORNEYS FOR THE CLASS ACTION:

SYLVESTRE FAFARD PAINCHAUD  
740, Atwater  
Montreal (Quebec) H4C 2G9  
Tel: (514) 937-2881 #223  
Fax: (514) 937-6529  
Email: [d.beaulieu@sfpavocats.ca](mailto:d.beaulieu@sfpavocats.ca)  
Website: [www.sfpavocats.ca/Volkswagen](http://www.sfpavocats.ca/Volkswagen)

Visit [www.vwclaim.ca](http://www.vwclaim.ca) for information about this settlement and how to claim.

THIS NOTICE HAS BEEN APPROVED BY THE SUPERIOR COURT OF QUEBEC. DO NOT CONTACT THE COURT.



**PRESS RELEASE**  
**, 2012**

## **Volkswagen 2006 Jetta Class Action**

### **An agreement has been approved**

**Montreal, , 2012** - The Superior Court of Quebec has approved an Agreement that settles a class action against Volkswagen concerning 2006 Jetta vehicles.

The Agreement covers problems, sometimes intermittent, of battery charging or malfunction of electrical accessories. These problems are caused by a premature wear of the wiring harness of the left front driver door.

The Agreement provides for a reimbursement to those who repaired, replaced or purchased the wiring harness of the left front driver door. The reimbursement is of \$ 320.00 or a lesser amount if Volkswagen or one of its authorized dealers has previously granted a credit or paid a reimbursement, less deductions for fees and statutory withholdings.

The Agreement also provides for a warranty extension relating to the problem part, up to 8.5 years (102 months) or 165,000 km from the in-service date, whichever comes first, the whole subject to a deductible of \$ 60.00 plus taxes.

#### **To be compensated**

The persons who repaired, replaced or purchased the wiring harness in question may submit a claim for compensation. To do so, they must complete the Claim Form and send it to the Claims Administrator before XX, 2013:

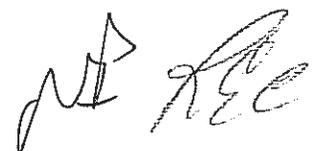
Bruneau Group Inc.  
Volkswagen Claim  
C.P. 20187 – 390, rue Rideau  
Ottawa (Ontario) K1N 9P4  
Tél. : 1 (866) 288-3683  
Fax : (613) 562-0321  
Email : [info@vwclaim.ca](mailto:info@vwclaim.ca)  
Web site: [www.vwclaim.ca](http://www.vwclaim.ca)

You can obtain a Claim Form by visiting the website [www.vwclaim.ca](http://www.vwclaim.ca)

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**For information :**

Mrs Dominique Beaulieu, Sylvestre, Fafard, Painchaud  
(514) 937-2881, extension 223

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**VOLKSWAGEN LOGO**

**NOTICE OF EXTENSION OF WARRANTY**

**TO : ALL VOLKSWAGEN DEALERS IN CANADA**

**EXTENSION OF WARRANTY TO 8.5 YEARS (102 months) OR  
165,000 KM, WHICHEVER COMES FIRST  
ON ONE PART OF THE ELECTRICAL SYSTEM  
OF SOME 2006 JETTA VEHICLES**

**MODEL COVERED**

2006 Jetta model with serial numbers between 1K\_5M000001 and 1K\_6M759703

**PROBLEM COVERED**

Problems resulting from the failure of left front driver door wiring harness which causes intermittent or permanent problems related to the use of accessories and/or use of power from the electrical system of the vehicles covered.

**PART COVERED**

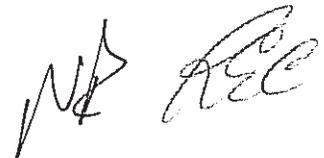
Left front driver door wiring harness of the vehicles (part number 1K5971120H or 1K5971120G).

**SCOPE OF THE WARRANTY**

The owners or current lessees of the covered model, complaining of the aforementioned electrical problems, are entitled to a free verification of the covered part.

If the covered part is defective, or if one or more wires inside the wiring harness, along the first 10 centimetres from the connector linking the wiring harness to the body, show signs of wear (discoloration, whitish aspect, dryness or cracking of one or more the wire sleeve), the customer is entitled to a replacement of the defective part, including the related parts (connectors, etc.).

The covered part, related parts and labour are covered by the extension of warranty. The customer will only pay a \$ 60,00 dollars deductible plus taxes to the dealer.

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**VOLKSWAGEN 2006 JETTA CLASS ACTION**

*www.vwclaim.ca*

**OPT-OUT FORM**

**SUBMIT THIS FORM IF YOU  
DO NOT WISH TO PARTICIPATE, MAKE A CLAIM AND BE BOUND BY  
THIS CLASS ACTION SETTLEMENT**

**THIS IS NOT A CLAIM FORM!**

I do not wish to participate in this class action settlement. I understand that by signing and sending this form:

- 1) I cannot receive any benefits provided in the Settlement Agreement reached in this class action, and
- 2) If I wish to claim for compensation from Volkswagen regarding the problem addressed in this class action settlement, I will have to personally initiate any claim procedures required, at my own expense.

**YOUR PERSONAL INFORMATION**

Last name		First name		Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	
Mailing address					Apartment N°
City	Province	Postal code	Telephone (     )	Date of birth ____/____/____ YYYY      MM      DD	

\_\_\_\_\_ / \_\_\_\_\_ / 2012  
I have signed in the presence of a witness      MM      DD

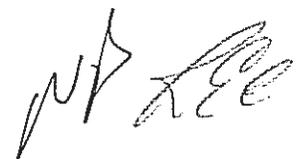
\_\_\_\_\_ / \_\_\_\_\_ / 2012  
Witness signature      MM      DD

\_\_\_\_\_   
Write name of witness IN CAPITAL LETTERS

This Opt-Out Form must be submitted **no later than (MM DD, YYYY)**, in person, by mail, courier, fax or email to:

**Sylvestre Fafard Painchaud**  
Att: Mrs. Dominique Beaulieu  
740, Atwater  
Montreal QC H4C 2G9  
Tel.: (514) 937-2881 #223 / Fax: (514) 937-6529 / d.beaulieu@sfpavocats.ca

**Any Opt-Out Form received after MM DD, YYYY will be void** and you will be bound by the terms of the class action settlement agreement, including the release in favour of Volkswagen.



## PROTOCOL FOR THE ADMINISTRATION OF THE CLAIMS

### CLAIMS ADMINISTRATOR

1. The duties and responsibilities of the Claims Administrator are the following:
  - a) implementing and maintaining an updated website in French and English, said website will be operating at the date of issuance of the first notice, and include links to French and English versions of the proposed settlement;
  - b) setting-up a Claims' Center offering bilingual services and recruiting the necessary personnel;
  - c) implementing systems and procedures in order to receive, process and assess the claims, render decisions and submit reports on the claims received and administered to each party's counsel and to the Court;
  - d) training a reasonably sufficient number of employees to accomplish the work;
  - e) maintaining or ensuring that accurate records of its activities and of the administration of the claims are kept and preparing reports and files that may be required under the Settlement Agreement and by the Court;
  - f) assisting members of the group to make sure that the necessary Forms are correctly filled out;
  - g) receiving the applications and correspondence related to the claims and replying to same, providing forms, reviewing and evaluating claims, and ensuring that payments are made in accordance with the Settlement Agreement;
  - h) Establishing a distribution plan that uses comprehensive security measures to distribute net settlement funds to approved claimants. Handling all aspects of the distribution, including performing calculations, printing and mailing cheques. Notifying counsel of the amount of compensation payable to approved claimants.
  - i) communicating with claimants and counsel for the parties;
  - j) any other duty or responsibility that the Court may assign from time to time.

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2. When considering or reviewing a claim, the Claims Administrator has the authority to settle any issue relating to the claim, or related to the Settlement Agreement and its related documents and determine the admissibility, the relevance and weight of any evidence.

The Claims Administrator shall render its decisions on the balance of probabilities. The burden of proof rests on the claimant but the Claims Administrator shall render its decisions on the strength of the documentation and information submitted.

### **TREATMENT OF CREDITS OR PREVIOUS REIMBURSEMENTS**

3. Volkswagen will provide to the Claims Administrator a Warranty Goodwill Report printout containing the following information:

*VIN*

*Model Year*

*Percent of Reduced Labour Rate*

*Percent of Reduced Part Rate*

*Total Dollar Value Provided*

*Dealer Number where work was completed*

4. The Claims Administrator shall compare all claims for reimbursement received from claimants against the Warranty Goodwill Report during the claim authentication process to verify if funds have been previously paid to the VIN by Volkswagen. If a reimbursement claim is otherwise valid but Volkswagen has previously provided reimbursement or other goodwill in relation to the reimbursement claimed, the Claims Administrator shall deduct from the claimant's class action settlement entitlement any amount previously paid.

### **ADDITIONAL INFORMATION**

5. The Claims Administrator may request additional information from a claimant when the Claim Form is ambiguous, unclear or incomplete or if the documents submitted in support of the claim are insufficient. An additional 30 day period is given to claimants to provide such information or documents. The letter requesting additional information or documents shall mention that extension period.
6. The Claims Administrator's decision must be rendered within 60 days from receipt of the Claim Form, or of the additional information or documents requested.
7. The Claims Administrator shall provide weekly reports of approved claims to each Party's counsel, Volkswagen's counsel being responsible to forward such report to Volkswagen without delay;

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8. Every two months from the date of publication of the second notice, the Claims Administrator must mail a cheque in the payable amount to each class member whose claim has been approved.

#### **REVIEW BY CLAIMS ADMINISTRATOR**

9. The claimant whose claim was denied has 30 days following receipt of the Claims Administrator's decision to request a review of the decision and the reasons in support thereof.
10. This request must be submitted to the Claims Administrator, in writing, by mail or email, the postmark or the header of the email confirming the mailing date.
11. The review decision must be rendered by the Claims Administrator within 60 days from the date of receipt of the request for review.
12. The review decision rendered by the Claims Administrator is final and binding.
13. No fees are payable by either party or payable to any party in respect of a request for review.

#### **DIRECTIONS**

14. The Claims Administrator can waive technical deficiencies in the Claim Form (except as to Step 3 "Proof of Purchase" of the Claim Form) or *de minimus* breaches to applicable delays.
15. The Claims Administrator or Class Counsel may seek direction from the Court in connection with this Protocol, if necessary.

#### **CLAIMS ADMINISTRATOR REPORTS**

16. Every 60 days as of the final judgment approving the agreement, until the last admissible claim or review is processed, the Claims Administrator must report on the number of claims received and processed to the Courts, to counsel for the parties and to the CAAF.

#### **PAYMENT OF FEES AND REPORTS**

17. Every 60 days from the publication of the second notice, until the last admissible claim has been processed, the Claims Administrator must report to the Courts, to defence counsel, class counsel and to the Fonds d'aide aux recours collectifs (Class Action Aid Fund) on the number of cheques issued



and cashed, remit their fees to class counsel, and remit to the Class Action Aid Fund the amounts due on Claims.

18. Every 90 days from the publication of the second notice, until the ultimate expiry of the extended warranty, Volkswagen must also report on the number of claims made under the extended warranty to the Claims Administrator, to the Courts and to class counsel.

*NR* *Age* <sup>4</sup>

**VOLKSWAGEN 2006 JETTA CLASS ACTION**  
**www.vwclaim.ca**

**CLAIM FORM**

TO BE RETURNED BY REGULAR MAIL NO LATER THAN **MM DD, YYYY**

Please fill out this form in order to make a claim.

You can claim if you currently or previously owned or leased a 2006 Jetta and repaired, replaced or purchased the wiring harness of the left front driver door.

*Questions? Please call the Claims Administrator at 1-866-288-3683, OR write to info@vwclaim.ca or visit the website [www.vwclaim.ca](http://www.vwclaim.ca) to register your claim online.*

**STEP #1 – YOUR 2006 JETTA MUST BE ELIGIBLE**

To be eligible for a reimbursement by way of this class action settlement, you must be a Canadian resident and have owned or leased or still own or lease a 2006 Jetta with a serial number between 1K\_5M000001 and 1K\_6M759703.

- **Example:** a 2006 Jetta with serial number 1K\_6M615571 is eligible.

*Note: The serial or vehicle identification number (VIN) is located on a small metal plate affixed on the car's dashboard, facing the exterior of the vehicle and visible through the windshield, or on the registration certificate of the vehicle.*

<b>Provide serial number (VIN) of your 2006 Jetta: 1K _____</b>	
I leased or bought or still lease or own the vehicle bearing this admissible VIN	<input type="checkbox"/> Yes <input type="checkbox"/> No
While I was the owner or lessee of the 2006 Jetta, I repaired, replaced or purchased the wiring harness of the left front driver door.	<input type="checkbox"/> Yes <input type="checkbox"/> No

If you answered yes to both questions above, please proceed to Step 2.

**STEP #2 – PERSONAL INFORMATION**

Last name:		First name:		Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female	
Postal address:					Apartment N°:
City:	Province:	Postal code:	Date of birth: ____/____/____ YYYY MM DD	Home phone number : ( )	
Mobile or work phone number: ( )		Email address:			

Please proceed to Step 3 on the back of this page.

**STEP #3 – SUPPORTING DOCUMENT • KEEP YOUR ORIGINALS**

To obtain a refund, you must provide copies of the following documents. Please indicate which document is provided.

	Options	Particulars
<b>Proof of ownership or lease</b>	<input type="checkbox"/> Registration Certificate <p style="text-align: center;"><b>OR</b></p> <input type="checkbox"/> Proof of Insurance	<p><i>This document must be valid at the time of the repair, replacement or purchase of the wiring harness</i></p> <p><i>The serial number (VIN) must appear on the proof of ownership provided.</i></p>
<b>Proof of repair, replacement or purchase</b>	<input type="checkbox"/> Invoice for the repair or replacement or purchase of the covered part, <p style="text-align: center;"><b>OR</b></p> <input type="checkbox"/> If you cannot provide an invoice for the repair or replacement or purchase, you may submit the following two (2) documents: <ol style="list-style-type: none"> <li>1. Proof of payment of the repair or replacement or purchase</li> </ol> <p style="text-align: center;"><b>AND</b></p> <ol style="list-style-type: none"> <li>2. A written statement from the reseller or the mechanic or from a representative of the company who carried out the repair or replacement. This statement must describe the repair or replacement performed or the item purchased. It must also state that it is impossible to provide a copy of the actual invoice or any other document.</li> </ol> <p style="text-align: center;"><b>OR</b></p> <input type="checkbox"/> If it is impossible for you to provide a proof of repair, replacement or purchase, please write and sign a sworn declaration providing all details on the repairs or replacement done or item purchased and the place those repairs or replacement were done or the covered part.	<p><i>Covered part means part # 1K5971120H or 1K5971120G</i></p> <p><i>The written statement must be made by someone who has direct knowledge of the facts (e.g. mechanic).</i></p> <p><i>You can find an examples of a statement or sworn declaration on the settlement website at <a href="http://www.vwclaim.ca">www.vwclaim.ca</a></i></p>

**STEP #4 – SIGNATURE**

- I consent to participate in the class action settlement agreement to which this document refers to.
- To the best of my knowledge, the information on this Claim Form and within the supporting documents is true and accurate.
- I understand that by submitting this Claim Form, I hereby renounce to the right to otherwise claim against/sue Volkswagen for the problem covered by the class action settlement agreement.

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Your signature \_\_\_\_\_
\_\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
YYYY / MM / DD

Please return your claim form duly completed and accompanied by all the required supporting documents no later than **MM DD, YYYY**, by mail to the following address:

**BRUNEAU GROUP Claims Administrator**  
**Volkswagen 2006 Jetta Class Action Claim**  
 P.O. Box 20187-390 Rideau Street  
 Ottawa ON K1N 9P4

