

SUPERIOR COURT

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

No: 500-06-000828-166

DATE: October 29, 2019

BY THE HONOURABLE SUZANNE COURCHESNE, J.S.C.

STÉPHANE GAGNON

Petitioner

v.

AUDI CANADA INC.

and

AUDI AG

and

VOLKSWAGEN GROUP CANADA INC.

and

VOLKSWAGEN AG

Respondents

CONFIDENTIALITY ORDER

[1] **THE COURT**, being seized with the Petitioner's Amended Application to Authorize the Bringing of a Class Action & to Appoint the Petitioner as a Representative;

[2] **CONSIDERING** the Respondents' Motion to request a Confidentiality Order;

[3] **CONSIDERING** that the Respondents and the Petitioner (individually, the "Party", and together, the "Parties") to this action (the "Action") are discussing a potential pre-trial resolution of some or all of the claims in the Action (the "Settlement Discussions"), and wish to maintain the confidentiality of those discussions and any negotiation-related documents in connection therewith;

[4] **CONSIDERING** the Petitioner's consent to this order (the "Confidentiality Order");

[5] **CONSIDERING** that the Parties agree that the Respondents' request for the Confidentiality Order is not an admission of fault, liability or obligation of any kind in this proceeding or otherwise;

FOR THESE REASONS, THE COURT:

[6] **ORDERS** that, save for documentation and information in the public domain, every recipient of the Confidentiality Order shall treat any: (a) agreements in principle between and among the Parties and appendices thereto; (b) draft term sheets and appendices thereto; (c) draft release agreements, settlement agreements and appendices thereto; (d) documents, notes or memoranda prepared for the purpose of Settlement Discussions; and (e) communications, including the substance of any discussions, shared with another Party in connection with the Settlement Discussions (together, the "Settlement Materials or Communications"), as strictly confidential;

[7] **ORDERS** that the Settlement Discussions and Settlement Materials or Communications may, where appropriate, be shared with non-party individuals and entities with the express consent of all Parties, which consent shall not be unreasonably withheld or delayed, and provided that such non-parties sign an acknowledgement under paragraph E of this Confidentiality Order;

[8] **ORDERS** that any entity or individual, including respective lawyers and support staff, who receive the Settlement Materials or Communications under this Confidentiality Order shall ensure this information is kept in a safe and secure manner under this Confidentiality Order;

[9] **ORDERS** that the Parties shall provide a copy of this Confidentiality Order to all persons who have participated or will participate in the Settlement Discussions;

[10] **ORDERS** that before receiving any Settlement Discussions and Settlement Materials or Communications, each non-party individual must be provided a copy of this Confidentiality Order by the disclosing Party and agree to be bound by it by executing an acknowledgement in the form attached as Exhibit A. A non-party entity or individual cannot further disclose any Settlement Discussions or Settlement Materials or Communications absent legal compulsion or other legal requirement;

[11] **ORDERS** that any person found to violate this Confidentiality Order may be subject to imposition of sanctions;

[12] **THE WHOLE**, without costs.



SUZANNE COURCHESNE, S.C.J.

EXHIBIT A
ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND

_____ [print or type full name], of _____

[print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Confidentiality Order issued by the Superior Court of Québec on _____ [date] (the "**Confidentiality Order**") in the matter of *Gagnon c. Audi Canada Inc., Audi Aktiengesellschaft, Volkswagen Group Canada Inc., Volkswagen Aktiengesellschaft*, - Court File Number 500-06-000828-166 (the "**Action**").

I agree to comply with and to be bound by all the terms of this Confidentiality Order, and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt.

I solemnly promise that I will not disclose in any manner any information or item subject to the Confidentiality Order to any person or entity except in strict compliance with the Confidentiality Order.

I further agree to submit to the jurisdiction of the Superior Court of Québec to enforce the terms of the Confidentiality Order, even if such enforcement proceedings occur after termination of the Action.

Date:

Signature:
