

What benefits are available under the 3.0L Settlement in all cases where the Eligible Vehicle was leased on November 2, 2015?

As the Settlement Administrator, RicePoint processes and pays claims in accordance with the 3.0L Settlement Agreement, as agreed upon by the parties and approved by the Courts. For all vehicles leased on November 2, 2015, RicePoint has been authorized to offer benefits to lessees as Eligible Lessees.

Volkswagen, Audi and Porsche have issued the following statement regarding Eligible Lessees in the 3.0L Settlement: “The 3.0L Settlement Agreement was approved by the Ontario and Quebec courts as fair and reasonable, making it the proper and only recourse for Class Member benefits. In all cases where a vehicle was leased on November 2, 2015, benefits are payable to the lessee as an Eligible Lessee. The 3.0L Settlement Agreement does not treat differently those lessees who intended to purchase their vehicle at lease-end. These lessees are differently situated from Eligible Owners because they had knowledge of the diesel emissions disclosure when deciding at lease-end whether or not to invest in the residual value to purchase the vehicle. The decision to purchase at lease-end is always optional for all lessees. In addition, all Class Members had an opportunity to exclude themselves from the Settlement by opting out if they chose not to be bound by its terms. We believe the Settlement is a fair outcome for our customers and the Courts affirmed that the Settlement achieves this goal.”

Like all Class Members, Eligible Lessees have the option to dispute their offer of settlement benefits and the dispute will be reviewed by Class Counsel lawyers representing Class Members and lawyers representing Volkswagen, Audi and Porsche. In the event that the outcome of this review is not satisfactory, there is a further option to appeal to the court-appointed Arbitrator. The process for submitting an appeal is explained in the settlement benefit offer letters.