

COUR SUPÉRIEURE
(Chambre des actions collectives)

CANADA
PROVINCE DE QUÉBEC
DISTRICT DE QUÉBEC

N° : 200-06-000144-124

DATE : 31 mai 2021

SOUS LA PRÉSIDENTICE DE L'HONORABLE CLÉMENT SAMSON, j.c.s.

GAËTAN ROY

Demandeur

c.

DENSO CORPORATION

et

DENSO INTERNATIONAL AMERICA, INC.

et

DENSO MANUFACTURING CANADA, INC.

et

DENSO SALES CANADA, INC.

et

TOKAI RIKA CO., LTD.

et

TRAM, INC.

et

TRMI, INC.

et

TRIN, INC.

et

CALSONIC KANSEI CORPORATION

et

CALSONIC KANSEI NORTH AMERICA, INC.

et

SUMITOMO ELECTRIC INDUSTRIES, LTD.
et
SUMITOMO WIRING SYSTEMS, LTD.
et
SUMITOMO ELECTRIC WIRING SYSTEMS, INC.
et
SUMITOMO WIRING SYSTEMS (U.S.A.), INC.
et
ALPS ELECTRIC CO., LTD.
et
ALPS ELECTRIC (NORTH AMERICA), INC.
et
ALPS AUTOMOTIVE INC.

Défenderesses

et

FONDS D'AIDE AUX ACTIONS COLLECTIVES

Mis en cause

JUGEMENT SUR DEMANDE POUR OBTENIR L'APPROBATION D'UNE TRANSACTION (Tableaux de commande de chauffage)

[1] **ATTENDU** que les parties sont impliquées dans un litige de la nature d'une action collective;

[2] **ATTENDU** qu'en date du 25 janvier 2021, une entente de règlement (ci-après l'« **Entente Calsonic** ») a été conclue entre le Demandeur et les Défenderesses Marelli Corporation (anciennement connue sous Calsonic Kansei Corporation) et Marelli North America, Inc. (anciennement connue sous Calsonic Kansei North America, Inc.) (ci-après collectivement « **Calsonic** » ou les « **Défenderesses qui règlent**¹ »);

[3] **ATTENDU** que le Demandeur demande au Tribunal l'approbation de l'Entente Calsonic;

[4] **CONSIDÉRANT** le jugement rendu le 8 mars 2021 par lequel la Cour a approuvé le contenu et ordonné la publication des avis aux membres;

¹ « *Settling Defendants* ».

[5] **CONSIDÉRANT** que les avis aux membres ont été publiés en temps opportun, en français et en anglais;

[6] **CONSIDÉRANT** l'expiration de l'échéance fixée pour s'opposer à l'Entente Calsonic sans qu'il n'y ait eu d'objection écrite à l'Entente Calsonic;

[7] **CONSIDÉRANT** qu'aucun Membre du Groupe visé par le Règlement² ne s'est présenté devant cette Cour afin de s'opposer à l'approbation de l'Entente Calsonic;

[8] **CONSIDÉRANT** l'article 590 du *Code de procédure civile*;

[9] **CONSIDÉRANT** que la demande a dûment été notifiée au Fonds d'aide aux actions collectives;

[10] **APRÈS EXAMEN**, il y a lieu de faire droit à la demande;

POUR CES MOTIFS, LE TRIBUNAL :

[11] **ACCUEILLE** la demande;

[12] **DÉCLARE** qu'au surplus des définitions utilisées ailleurs dans le présent jugement, aux fins du présent jugement, les définitions contenues dans l'Entente Calsonic (Annexe A) s'appliquent et forment partie intégrante du présent jugement;

[13] **DÉCLARE** qu'en cas de conflit entre le présent jugement et l'Entente Calsonic, le présent jugement prévaudra;

[14] **DÉCLARE** que le présent jugement, incluant l'Entente Calsonic, lie chaque Membre du Groupe visé par le Règlement au Québec, incluant les personnes mineures et celles qui sont inaptes;

[15] **DÉCLARE** que l'Entente Calsonic est équitable, raisonnable et dans le meilleur intérêt des Membres du Groupe visé par le Règlement au Québec et constitue une transaction au sens de l'article 2631 du *Code civil du Québec*;

[16] **APPROUVE** l'Entente Calsonic conformément à l'article 590 du *Code de procédure civile* et **ORDONNE** qu'elle soit mise en œuvre en conformité avec ses termes;

[17] **DÉCLARE** qu'à compter de la Date d'entrée en vigueur, chaque Partie donnant quittance³ a quittancé et sera réputée avoir donné une quittance complète, générale et finale aux Parties Quittancées⁴ eu égard aux Réclamations Quittancées⁵;

² « *Settlement Class Members* ».

³ « *Releasors* ».

⁴ « *Releasees* ».

⁵ « *Released Claims* ».

[18] **DÉCLARE** qu'à compter de la Date d'entrée en vigueur, chaque Membre du Groupe visé par le Règlement au Québec, à l'exception de ceux réputés exclus en vertu de l'article 580(2) du *Code de procédure civile*, qui déposera une réclamation en vertu de l'Entente Calsonic sera réputé avoir consenti au rejet, contre les Parties Quittancées, de toutes Autres Actions qu'il aurait commencées, sans frais de justice et sans réserve;

[19] **ORDONNE** qu'à compter de la Date d'entrée en vigueur, que chaque Autre Action intentée au Québec par tout Membre du Groupe visé par le Règlement au Québec, à l'exception de ceux réputés exclus en vertu de l'article 580(2) du *Code de procédure civile*, sera et est par la présente rejetée contre les Parties Quittancées, sans frais de justice et sans réserve;

[20] **DÉCLARE** qu'à compter de la Date d'entrée en vigueur, chaque Partie donnant quittance ne pourra maintenant ou dans le futur tenter, continuer, maintenir, intervenir ou faire valoir, directement ou indirectement, au Canada ou ailleurs, pour son propre compte ou pour le compte de tout groupe ou de toute autre Personne, toute procédure, cause d'action, réclamation ou demande contre toute Partie Quittancée ou toute autre Personne qui pourrait réclamer une contribution, une indemnité ou toute autre réclamation de toute Partie Quittancée, à l'égard de toute Réclamation Quittancée ou toute autre matière y étant reliée, à l'exception de ce qui suit :

- a) la continuation des Procédures⁶ contre les Défenderesses qui ne règlent pas⁷ ou tout autre co-conspirateur désigné ou non dans le cadre des Procédures qui n'est pas une Partie Quittancée; ou
- b) si les Procédures ne sont pas autorisées comme action collective à l'égard des Défenderesses qui ne règlent pas, la continuation des réclamations visées par les Procédures sur une base individuelle ou autrement contre les Défenderesses qui ne règlent pas ou tout autre co-conspirateur désigné ou non dans le cadre des Procédures qui n'est pas une Partie Quittancée;

[21] **DÉCLARE** que, par l'Entente Calsonic, le Demandeur et les Membres du Groupe visé par le Règlement au Québec renoncent expressément au bénéfice de la solidarité envers les Défenderesses qui ne règlent pas, eu égard aux faits, gestes et autres comportements des Parties Quittancées;

[22] **DÉCLARE** que le Demandeur et les Membres du Groupe visé par le Règlement ne pourront dorénavant réclamer et obtenir que les dommages, y incluant les dommages punitifs, les intérêts et les frais (y compris, sans s'y limiter, les frais de justice, conformément au *Code de procédure civile*, et les frais d'enquête en vertu de l'article 36 de la *Loi sur la concurrence*), attribuables aux ventes ou aux agissements des

⁶ « Proceedings ».

⁷ « Non-Settling Defendants ».

Défenderesses qui ne règlent pas et/ou autre mesure applicable de la responsabilité proportionnelle des Défenderesses qui ne règlent pas;

[23] **DÉCLARE** que tout recours en garantie ou autre mise en cause pour obtenir une contribution ou une indemnité des Parties Quittancées ou se rapportant aux Réclamations Quittancées sera irrecevable et non avenu dans le cadre des Procédures;

[24] **DÉCLARE** que le droit des Défenderesses qui ne règlent pas d'interroger les Défenderesses qui règlent sera régi par les règles du *Code de procédure civile* et que les Défenderesses qui règlent conservent tous leurs droits de s'opposer à de tels interrogatoires en vertu du *Code de procédure civile*, le cas échéant;

[25] **DÉCLARE** qu'aux fins d'administration et d'exécution du présent jugement et de l'Entente Calsonic, cette Cour conservera un rôle de surveillance continue et **CONSTATE** que les Défenderesses qui règlent reconnaissent la compétence de cette Cour aux fins seulement d'exécution, d'administration et de mise en œuvre de l'Entente Calsonic et du présent jugement et sujet aux termes et conditions prévues dans l'Entente Calsonic et le présent jugement;

[26] **DÉCLARE** que, à l'exception de ce qui est autrement spécifié, le présent jugement n'affecte en rien les droits ou les réclamations qu'ont ou pourraient avoir les Membres du Groupe visé par le Règlement au Québec dans le cadre du présent Recours contre les Défenderesses qui ne règlent pas ou toute autre partie désignée ou non-désignée dans les Procédures qui n'est pas une Partie Quittancée;

[27] **DÉCLARE** que les Parties Quittancées n'ont aucune responsabilité ou obligation quelconque quant à l'administration de l'Entente Calsonic, la gestion, le placement ou la distribution des sommes détenues dans le Compte en Fidéicommiss ou du Protocole de Distribution;

[28] **ORDONNE** que toute somme composant le Montant de l'Entente Calsonic⁸ soit détenue dans le Compte en Fidéicommiss par les Avocats en Ontario⁹ pour le bénéfice des Membres du Groupe visé par le Règlement et qu'après la Date d'entrée en vigueur de l'Entente Calsonic, le Montant de l'Entente Calsonic puisse être utilisé afin de payer les déboursés encourus par les Avocats du Groupe au bénéfice des Membres du Groupe visé par le Règlement dans la poursuite des Procédures contre les Défenderesses qui ne règlent pas. Ce paragraphe ne doit pas être interprété comme affectant les droits du Demandeur et des Membres du Groupe visé par le Règlement de réclamer ces déboursés dans le contexte d'une éventuelle condamnation aux frais de justice en leur faveur contre les Défenderesses qui ne règlent pas, ou les droits des Défenderesses qui ne règlent pas de s'opposer à une telle réclamation;

⁸ « *Settlement Amount* ».

⁹ « *Ontario Counsel* ».

[29] **CONSTATE** l'ordonnance rendue le 13 mai 2021 par la Cour supérieure de justice de l'Ontario;

[30] **CONSTATE** que l'Entente Calsonic prévoit que son approbation est conditionnelle à l'approbation par le tribunal de la Colombie-Britannique et que les termes du présent jugement n'auront aucune force exécutoire et ne produiront aucun effet à moins que et jusqu'à ce qu'un tel jugement ne soit rendu en Colombie-Britannique;

[31] **DÉCLARE** que, dans l'éventualité où l'Entente Calsonic était résolue ou annulée conformément à ses termes, le présent jugement devra être déclaré nul et sans effet, sur présentation d'une demande et après avis;

[32] **DÉCLARE** que par le présent jugement, le présent dossier est réglé hors Cour et sans frais contre les Défenderesses qui règlent;

[33] **DÉCLARE** que le présent jugement ainsi que tout motif donné par le Tribunal en lien avec l'approbation de l'Entente Calsonic, n'affectent en rien les droits ou les moyens de défense des Défenderesses qui ne règlent pas dans le cadre du présent Recours et, sans limiter la généralité de ce qui précède, ne sauront en aucun cas servir de fondement aux fins d'établir la compétence du Tribunal, les critères d'autorisation (incluant la définition du Groupe) ou l'existence des éléments constitutifs du droit d'action allégué dans le Recours du Québec, à l'encontre des Défenderesses qui ne règlent pas;

[34] **LE TOUT** sans frais de justice.

CLÉMENT SAMSON, j.c.s.

Siskinds, Desmeules, Avocats, Casier #15
Me Karim Diallo
43, rue de Buade, bureau 320
Québec (Québec) G1R 4A2
Avocats du Demandeur

IMK s.e.n.c.r.l.
Me Jean-Michel Boudreau
3500, boul. de Maisonneuve Ouest, bureau 1400
Montréal (Québec) H3Z 3C1
Avocats de Calsonic Kansei Corporation et Calsonic Kansei North America, Inc.

McCarthy Tétrault s.e.n.c.r.l., s.r.l.
Me Kristian Brabander
1000, rue De La Gauchetière Ouest, bureau 2500
Montréal (Québec) H3B 0A2

Avocats de Alps Electric Co., Ltd., Alps Electric (North America), Inc. et Alps Automotive, Inc.

Fonds d'aide aux actions collectives
Me Frikia Belogbi
1, rue Notre-Dame Est, bureau 10.30
Montréal (Québec) H2T 1B6

Date d'audience : 31 mai 2021

Pièce jointe : Entente Calsonic

**CANADIAN AUTO PARTS CLASS ACTIONS
NATIONAL SETTLEMENT AGREEMENT**

Made as of January 25, 2021

Between

SHERIDAN CHEVROLET CADILLAC LTD., THE PICKERING AUTO MALL LTD., FADY SAMAHA, JORDAN RAMSAY, DARREN EWERT, GAËTAN ROY and SERGE ASSELIN

(the “**Plaintiffs**”)

and

MARELLI CORPORATION (formerly known as CALSONIC KANSEI CORPORATION) and
MARELLI NORTH AMERICA, INC. (formerly known as CALSONICKANSEI NORTH
AMERICA, INC.)

(the “**Settling Defendants**”)

**CANADIAN AUTO PARTS CLASS ACTIONS
NATIONAL SETTLEMENT AGREEMENT
TABLE OF CONTENTS**

RECITALS	1
SECTION 1 – DEFINITIONS	4
SECTION 2 – SETTLEMENT APPROVAL	11
2.1 Best Efforts	11
2.2 Motions Seeking Approval of Notice and Certification or Authorization.....	11
2.3 Motions Seeking Approval of the Settlement Agreement	12
2.4 Conduct of the Approval Motions	12
2.5 Pre-Motion Confidentiality	13
2.6 Settlement Agreement Effective	13
SECTION 3 – SETTLEMENT BENEFITS	13
3.1 Payment of Settlement Amount	13
3.2 Taxes and Interest	15
3.3 Intervention in the U.S. Litigation	15
SECTION 4 – COOPERATION	16
4.1 Extent of Cooperation	16
4.2 Limits on Use of Documents and Information	26
SECTION 5 – TERMINATION OF SETTLEMENT AGREEMENT	29
5.1 Right of Termination.....	29
5.2 If Settlement Agreement is Terminated.....	30
5.3 Allocation of Settlement Amount Following Termination.....	31
5.4 Survival of Provisions After Termination.....	32
SECTION 6 – RELEASES AND DISMISSALS.....	32
6.1 Release of Releasees	32
6.2 Covenant Not to Sue	32
6.3 No Further Claims.....	33
6.4 Dismissal of the Proceedings	33
6.5 Dismissal of Other Actions.....	33
6.6 Material Term	34
SECTION 7 – BAR ORDER, WAIVER OF SOLIDARITY ORDER AND RESERVATION OF OTHER CLAIMS.....	34

7.1	Ontario and British Columbia Bar Order.....	34
7.2	Quebec Waiver or Renunciation of Solidarity Order	38
7.3	Claims Against Other Entities Reserved.....	39
7.4	Material Term	39
SECTION 8 – EFFECT OF SETTLEMENT.....		39
8.1	No Admission of Liability	39
8.2	Agreement Not Evidence.....	39
8.3	No Further Litigation	40
SECTION 9 – CERTIFICATION OR AUTHORIZATION FOR SETTLEMENT ONLY		40
SECTION 10 – NOTICE TO SETTLEMENT CLASSES.....		41
10.1	Notices Required.....	41
10.2	Form and Distribution of Notices	41
SECTION 11 – ADMINISTRATION AND IMPLEMENTATION		42
11.1	Mechanics of Administration.....	42
11.2	Information and Assistance.....	42
SECTION 12 – DISTRIBUTION OF THE SETTLEMENT AMOUNT AND ACCRUED INTEREST		44
12.1	Distribution Protocol.....	44
12.2	No Responsibility for Administration or Fees	44
SECTION 13 – CLASS COUNSEL FEES, DISBURSEMENTS AND ADMINISTRATION EXPENSES.....		45
13.1	Responsibility for Fees, Disbursements and Taxes	45
13.2	Responsibility for Costs of Notices and Translation	45
13.3	Court Approval for Class Counsel Fees and Disbursements	45
SECTION 14 – MISCELLANEOUS		45
14.1	Motions for Directions.....	45
14.2	Headings, etc.....	46
14.3	Computation of Time.....	46
14.4	Ongoing Jurisdiction.....	46
14.5	Governing Law	47
14.6	Entire Agreement.....	47
14.7	Amendments	47
14.8	Binding Effect.....	48
14.9	Counterparts.....	48

14.10	Negotiated Agreement	48
14.11	Language.....	48
14.12	Transaction.....	49
14.13	Recitals.....	49
14.14	Schedules	49
14.15	Acknowledgements.....	49
14.16	Authorized Signatures.....	49
14.17	Notice.....	50
14.18	Date of Execution	51

**CANADIAN AUTO PARTS CLASS ACTIONS
NATIONAL SETTLEMENT AGREEMENT**

RECITALS

A. WHEREAS the Proceedings were commenced by the BC Plaintiffs in British Columbia, the Quebec Plaintiffs in Quebec and the Ontario Plaintiffs in Ontario and the Plaintiffs claim class-wide damages allegedly caused as a result of the conduct alleged therein;

B. WHEREAS the Related Actions were commenced by the Ontario and BC Plaintiffs, as applicable, and relate to the same conduct alleged in the Plastic Interior Trim Proceeding;

C. WHEREAS the Proceedings allege that some or all of the Releasees participated in unlawful conspiracies to rig bids for, and to fix, raise, maintain and/or stabilize the prices for the Alleged Parts sold in Canada and elsewhere during the Class Periods, contrary to Part VI of the *Competition Act*, RSC 1985, c C-34 and the common law and/or the civil law;

D. WHEREAS Marelli Corporation (formerly known as Calsonic Kansei Corporation) cooperated with an antitrust investigation by the European Commission, and Marelli Corporation (formerly known as Calsonic Kansei Corporation) represents to the best of its knowledge that the Automotive Vehicles identified in the European Commission's Decision regarding infringements involving Marelli Corporation (formerly known as Calsonic Kansei Corporation) were not sold in Canada;

E. WHEREAS the Settlement Class Members were permitted an opportunity to opt out of the Air Conditioning Systems, Automatic Transmission Fluid Warmers and Oil Coolers, Heater Control Panels, and Instrument Panel Clusters Proceedings, the deadline to opt out of those Proceedings has passed and one Person validly and timely exercised the right to opt out of the Air Conditioning Systems and Instrument Panel Clusters Proceedings, seven Persons validly and timely exercised the right to opt out of the Heater Control Panels Proceeding, and three Persons validly and timely exercised the right to opt out of the Automatic Transmission Fluid Warmers and Oil Coolers Proceeding;

F. WHEREAS the Settlement Class Members were permitted an opportunity to opt out of the Plastic Interior Trim Proceeding, and the deadline to opt out of the Proceedings is October 5, 2020;

- 2 -

G. WHEREAS the Releasees do not admit, through the execution of this Settlement Agreement or otherwise, any allegation of unlawful conduct alleged in the Proceedings, the Related Actions, or in any Other Actions, and otherwise deny all liability and assert that they have complete defences in respect of the merits of the Proceedings, the Related Actions, and any Other Actions or otherwise;

H. WHEREAS the Plaintiffs, Class Counsel and the Settling Defendants agree that neither this Settlement Agreement nor any statement made in the negotiation thereof shall be deemed or construed to be an admission by or evidence against the Releasees or evidence of the truth of any of the Plaintiffs' allegations against the Releasees, which allegations are expressly denied by the Releasees;

I. WHEREAS the Settling Defendants are entering into this Settlement Agreement in order to achieve a final and nation-wide resolution of all claims asserted or which could have been asserted against the Releasees by the Plaintiffs and the Settlement Classes in the Proceedings, the Related Actions, and any Other Actions, and to avoid further expense, inconvenience and the distraction of burdensome and protracted litigation;

J. WHEREAS the Settling Defendants do not hereby attorn to the jurisdiction of the Courts or any other court or tribunal in respect of any civil, criminal or administrative process except to the extent they have previously done so in the Proceedings and as is expressly provided in this Settlement Agreement with respect to the Proceedings and the Related Actions;

K. WHEREAS Counsel for the Settling Defendants and Class Counsel have engaged in arm's-length settlement discussions and negotiations, resulting in this Settlement Agreement relating to Canada;

L. WHEREAS as a result of these settlement discussions and negotiations, the Settling Defendants and the Plaintiffs have entered into this Settlement Agreement, which embodies all of the terms and conditions of the settlement between the Settling Defendants and the Plaintiffs, both individually and on behalf of the Settlement Classes the Plaintiffs seek to represent, subject to approval of the Courts;

M. WHEREAS Class Counsel, on their own behalf and on behalf of the Plaintiffs and the proposed Settlement Classes, have reviewed and fully understand the terms of this Settlement

Agreement and, based on their analyses of the facts and law applicable to the Plaintiffs' claims, having regard to the burdens and expense associated with prosecuting the Proceedings, including the risks and uncertainties associated with trials and appeals, and having regard to the value of the Settlement Agreement, have concluded that this Settlement Agreement is fair, reasonable and in the best interests of the Plaintiffs and the proposed Settlement Classes they seek to represent;

N. WHEREAS the Parties therefore wish to and hereby finally resolve on a national basis, without admission of liability, all of the Proceedings and any Other Actions as against the Releasees;

O. WHEREAS the Parties consent to certification or authorization of the Proceedings as class proceedings, and to the Settlement Classes, and to the Common Issues in respect of each of the Proceedings solely for the purposes of implementing this Settlement Agreement in a coordinated and consistent manner across Canada and contingent on approvals by the Courts as provided for in this Settlement Agreement, on the express understanding that such certification or authorization shall not derogate from the respective rights of the Parties in the event that this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason;

P. WHEREAS the Plaintiffs assert that they are adequate class representatives for the Settlement Classes they seek to represent and will seek to be appointed as representative plaintiffs in their respective Proceeding(s);

Q. WHEREAS the Parties intend to pursue the approval of this Settlement Agreement first through the Ontario Court; and

R. WHEREAS Klein Lawyers LLP commenced the Oun Action in British Columbia and the Dallaire Action in Quebec and has agreed to dismiss the Oun Action and discontinue the Dallaire Action as against the Settling Defendants, without costs and without prejudice to the named plaintiffs being able to participate in any distribution of the Settlement Amount; and

NOW THEREFORE, in consideration of the covenants, agreements and releases set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the Parties that the BC Actions and Ontario Actions be settled and dismissed with prejudice as to the Named Settling Defendants, and the Quebec Actions be declared settled out of court with prejudice to the Plaintiffs and the Settlement Class Members with respect

to the Named Settling Defendants, all without costs as to the Plaintiffs, the Settlement Classes they seek to represent, and the Settling Defendants, subject to the approval of the Courts, on the following terms and conditions:

SECTION 1– DEFINITIONS

For the purposes of this Settlement Agreement, including the recitals and schedules hereto:

- (1) **Administration Expenses** means all fees, disbursements, expenses, costs, taxes and any other amounts incurred or payable by the Plaintiffs, Class Counsel or otherwise for the approval, implementation and operation of this Settlement Agreement, including the costs of notices, but excluding Class Counsel Fees and Class Counsel Disbursements.
- (2) **Subject Vehicles** means new Automotive Vehicles containing Alleged Parts supplied by the Settling Defendants which are the subject of the Proceedings and the Related Actions.
- (3) **Alleged Parts** means the automotive parts defined in Schedule B.
- (4) **Automotive Vehicle** means passenger cars, sport utility vehicles (SUVs), vans and light trucks (up to 10,000 lbs).
- (5) **BC Actions** means the BC Actions as defined in Schedule A and includes any actions subsequently consolidated into the BC Actions, including the BC Related Action.
- (6) **BC Counsel** means Camp Fiorante Matthews Mogergerman LLP.
- (7) **BC Court** means the Supreme Court of British Columbia.
- (8) **BC Plaintiffs** means, in respect of each BC Action, the entities named as plaintiffs as set out in Schedule A.
- (9) **BC Settlement Class** means, in respect of each BC Action, the settlement class as defined in Schedule A.
- (10) **Case Management Direction** means the case management direction regarding the settlement approval process issued by the Ontario Court on September 21, 2018 and the BC Court on April 24, 2019, and which is before the Quebec Court for approval.

- (11) ***Certification Date*** means the later of the date on which an order granting certification or authorization of a Proceeding against one or more Non-Settling Defendants, excluding an order granting certification or authorization solely for settlement purposes, is issued by a Court and the time to appeal such certification or authorization has expired without any appeal being taken, or if an appeal is taken the date of the final disposition of such appeal.
- (12) ***Claims Administrator*** means the firm proposed by Class Counsel and appointed by the Courts to administer the Settlement Amount in accordance with the provisions of this Settlement Agreement and the Distribution Protocol, and any employees of such firm.
- (13) ***Class Counsel*** means Ontario Counsel, BC Counsel and Quebec Counsel.
- (14) ***Class Counsel Disbursements*** include the disbursements and applicable taxes incurred by Class Counsel in the prosecution of the Proceedings or the Related Actions, as well as any adverse costs awards issued against the Plaintiffs in any of the Proceedings and the Related Actions.
- (15) ***Class Counsel Fees*** means the fees of Class Counsel, and any applicable taxes or charges thereon, including any amounts payable as a result of the Settlement Agreement by Class Counsel or the Settlement Class Members to any other body or Person.
- (16) ***Class Period*** means, in respect of each Proceeding, the class period for that Proceeding as defined in Schedule A.
- (17) ***Common Issue*** means, in respect of each Proceeding, the common issue for that Proceeding as defined in Schedule A.
- (18) ***Counsel for the Settling Defendants*** means Affleck Green McMurtry LLP.
- (19) ***Court and Courts*** means the Ontario Court, the BC Court and the Quebec Court.
- (20) ***Dallaire Action*** means *Dallaire v Inoac Corporation, et al.* (Superior Court of Quebec, District of Québec, File No. 200-06-000239-197).
- (21) ***Date of Execution*** means the date on the cover page as of which the Parties have executed this Settlement Agreement.

(22) **Defendants** means, in respect of each Proceeding, the entities named as defendants in that Proceeding or the Related Action, if applicable, as set out in Schedule A, and any Persons added as defendants in that Proceeding or the Related Action, if applicable, in the future. For greater certainty, Defendants includes the Settling Defendants and the Settled Defendants.

(23) **Distribution Protocol** means the plan for distributing the Settlement Amount and accrued interest, in whole or in part, as approved by the Courts.

(24) **Effective Date** means the date when Final Orders have been received from the Courts approving this Settlement Agreement.

(25) **Excluded Person** means each Defendant, the directors and officers of each Defendant, the subsidiaries or affiliates of each Defendant, the entities in which each Defendant or any of that Defendant's subsidiaries or affiliates have a controlling interest and the legal representatives, heirs, successors and assigns of each of the foregoing, and those Persons who validly and timely opt out or who have already validly and timely opted out of the applicable Proceeding(s) in accordance with the orders of the applicable Court(s).

(26) **Final Order** means a final order, judgment or equivalent decree entered by a Court approving this Settlement Agreement in accordance with its terms, once the time to appeal such order has expired without any appeal being taken, if an appeal lies, or if the order is appealed, once there has been affirmation of the order upon a final disposition of all appeals.

(27) **Government Entity or Entities** means the Canadian Competition Bureau, the United States Department of Justice, or the Japanese Fair Trade Commission.

(28) **Named Settling Defendants** means, in respect of each Proceeding, the Settling Defendants named as defendants in that Proceeding as set out in Schedule A.

(29) **Non-Settling Defendant** means, in respect of each Proceeding, any Defendant in that Proceeding that is not: (i) a Settling Defendant; (ii) a Settled Defendant; or (iii) a Defendant against whom the Proceeding or the Related Action, if applicable, has been dismissed or discontinued, either before or after the Date of Execution.

- 7 -

- (30) **Ontario Actions** means the Ontario Actions as defined in Schedule A and includes any actions subsequently consolidated into the Ontario Actions, including the Ontario Related Action.
- (31) **Ontario Counsel** means Siskinds LLP and Sotos LLP.
- (32) **Ontario Court** means the Ontario Superior Court of Justice.
- (33) **Ontario Plaintiffs** means, in respect of each Ontario Action, the entities named as plaintiffs as set out in Schedule A.
- (34) **Ontario Settlement Class** means, in respect of each Ontario Action, the settlement class as defined in Schedule A.
- (35) **Opt-Out Deadline** means the date which is sixty (60) days after the date in the notice described in Section 10.1(1) is first published.
- (36) **Other Actions** means actions or proceedings, excluding the Proceedings and the Related Actions, relating to Released Claims commenced by a Settlement Class Member either before or after the Effective Date, including but not limited to:
- (a) the Dallaire Action;
 - (b) the Oun Action;
 - (c) Retallick et al v Denso et al (Saskatchewan Court of Queen's Bench, Judicial Centre of Regina, File No. 980 of 2014) (Instrument Panel Clusters); and
 - (d) Retallick et al v Denso et al (Saskatchewan Court of Queen's Bench, Judicial Centre of Regina, File No. 987 of 2014) (Radiators).
- (37) **Oun Action** means *Oun v INOAC Corporation et al.* (Supreme Court of British Columbia, Vancouver Registry, File No. VLC-S-S-180160).
- (38) **Party and Parties** means the Settling Defendants, the Plaintiffs, and, where necessary, the Settlement Class Members.

- (39) **Person** means an individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, trustee, executor, beneficiary, unincorporated association, government or any political subdivision or agency thereof, and any other business or legal entity and their heirs, predecessors, successors, representatives, or assignees.
- (40) **Plaintiffs** means the Ontario Plaintiffs, the BC Plaintiffs and the Quebec Plaintiffs.
- (41) **Proceedings** means the Ontario Actions, BC Actions, and the Quebec Actions and Proceeding means an Ontario Action, BC Action or Quebec Action, as applicable.
- (42) **Proportionate Liability** means the proportion of any judgment that, had the Settling Defendants not settled, the Ontario Court or BC Court, as applicable, would have apportioned to the Releasees in respect of the allegations in the applicable Proceeding.
- (43) **Purchase Price** means in respect of an Alleged Part, the sale price paid by Settlement Class Members for that Alleged Part purchased during the applicable Class Period, less any rebates, delivery, or shipping charges, taxes, and any other form of discounts.
- (44) **Quebec Actions** means the Quebec Actions as defined in Schedule A.
- (45) **Quebec Counsel** means Siskinds Desmeules s.e.n.c.r.l..
- (46) **Quebec Court** means the Superior Court of Quebec.
- (47) **Quebec Plaintiffs** means, in respect of each Quebec Action, the individuals named as plaintiffs as set out in Schedule A.
- (48) **Quebec Settlement Class** means, in respect of each Quebec Action, the settlement class as defined in Schedule A.
- (49) **Related Actions** means the Related Actions as defined in Schedule A and includes any action subsequently consolidated into the Related Actions.
- (50) **Released Claims** means any and all manner of claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, whether personal or subrogated, damages of any kind (including compensatory, punitive or other damages) whenever incurred, liabilities of

any nature whatsoever, including interest, costs, expenses, class administration expenses (including Administration Expenses), penalties, and lawyers' fees (including Class Counsel Fees and Class Counsel Disbursements), known or unknown, suspected or unsuspected, actual or contingent, liquidated or unliquidated, in law, under statute or in equity, that the Releasers, or any of them, ever had, now has, or hereafter can, shall, or may ever have, on account of, or in any way related to, the purchase, sale, pricing, discounting, manufacturing, marketing, offering, or distributing by Calsonic Kansei Corporation or CalsonicKansei North America, Inc. of Alleged Parts, whether purchased directly or indirectly, including as part of an Automotive Vehicle, including any claims for consequential, subsequent or follow-on harm that arises after the Date of Execution in respect of any agreement, combination, conspiracy or conduct that occurred prior to the date hereof, including the conduct alleged (or which was previously or could have been alleged) in the Proceedings. However, the Released Claims do not include: (i) claims based on negligence, personal injury, breach of contract, bailment, failure to deliver lost goods, damaged or delayed goods, product defect, breach of warranty, securities or similar claims between the Parties that relate to the Alleged Parts (unless such claims allege anticompetitive conduct or anticompetitive communications among competitors); (ii) claims brought (whether before or after the Effective Date) outside of Canada relating to purchases of the Alleged Parts outside of Canada; (iii) claims brought (whether before or after the Effective Date) under laws other than those of Canada relating to purchases of the Alleged Parts outside of Canada; or (iv) claims concerning any automotive part other than the Alleged Parts, where such claims do not concern the Alleged Parts.

(51) **Releasees** means, jointly and severally, individually and collectively, the Settling Defendants and all of their present and former direct and indirect parents, owners, subsidiaries, divisions, affiliates, associates (as defined in the *Canada Business Corporations Act*, RSC 1985, c C-44), partners, joint ventures, franchisees, dealers, insurers, and all other Persons, partnerships or corporations with whom any of the foregoing have been, or are now, affiliated, and all of their respective past, present and future officers, directors, employees, agents, mandataires, share- or stock-holders, attorneys, trustees, servants and representatives, and the predecessors, successors, purchasers, heirs, executors, administrators and assigns of each of the foregoing, excluding any Non-Settling Defendants and the Non-Settling Defendants' present and former direct and indirect parents, owners, subsidiaries, divisions and affiliates.

(52) **Releasors** means, jointly and severally, individually and collectively, the Plaintiffs and the Settlement Class Members, and all of their present and former direct and indirect parents, owners, subsidiaries, divisions, affiliates, associates (as defined in the *Canada Business Corporations Act*, RSC 1985, c C-44), partners, franchisees, dealers, joint ventures, insurers, and all other Persons, partnerships or corporations with whom any of the former have been, or are now, affiliated, and all of their respective past, present and future officers, directors, employees, agents, mandataries, shareholders, attorneys, trustees, servants and representatives, members, managers and the predecessors, successors, purchasers, heirs, executors, administrators and assigns of each of the foregoing, other than Persons who validly and timely opt out or who have already validly and timely opted out of the applicable Proceeding in accordance with the orders of the applicable Court.

(53) **Settled Defendants** means, in respect of each Proceeding, any Defendant (excluding the Settling Defendants) that executes its own settlement agreement with the Plaintiffs in that Proceeding or the Related Action, if applicable, and whose settlement agreement becomes effective in accordance with its terms, whether or not such settlement agreement is in existence at the Date of Execution.

(54) **Settlement Agreement** means this agreement, including the recitals and schedules.

(55) **Settlement Amount** means CDN \$2,046,711.24.

(56) **Settlement Class** means, in respect of each Proceeding, the settlement class for that Proceeding as defined in Schedule A.

(57) **Settlement Class Member** means a member of a Settlement Class.

(58) **Settling Defendants** means Marelli Corporation (formerly known as Calsonic Kansei Corporation) and Marelli North America, Inc. (formerly known as CalsonicKansei North America, Inc.).

(59) **Trust Account** means a guaranteed investment vehicle, liquid money market account or equivalent security with a rating equivalent to or better than that of a Canadian Schedule I bank (a bank listed in Schedule I of the *Bank Act*, SC 1991, c 46) held at a Canadian financial institution under the control of Siskinds LLP or the Claims Administrator, once appointed, for the benefit of

the Settlement Class Members or the Settling Defendants, as provided for in this Settlement Agreement.

(60) ***U.S. Litigation*** means the following class action proceedings filed in the United States District Court for the Eastern District of Michigan, Southern Division:

- (a) Case No. 2:12-cv-00203 (re: Instrument Panel Clusters);
- (b) Case No. 2:12-cv-00403 (re: Heater Control Panels);
- (c) Case No. 2:13-cv-01003 (re: Radiators);
- (d) Case No. 2:13-cv-02403 (re: Automatic Transmission Fluid Warmers and Oil Coolers);
- (e) Case No. 2:13-cv-02703 (re: Air Conditioning Systems);
- (f) Case No. 2:13-cv-02803 (re: Windshield Washer Systems); and
- (g) Case No. 2:16-cv-03503 and 2:16-cv-10461 (re: Interior Trim Products).

(61) ***U.S. Protective Order*** means the Stipulation and Protective Order Governing the Production and Exchange of Confidential Information No. 12-md-2311 (E.D. Mich. July 10, 2012) (ECF No. 200), and any other similar order issued in the U.S. Litigation.

(62) ***U.S. Settlement Agreements*** includes any class settlement reached with the Settling Defendants in the U.S. Litigation.

SECTION 2– SETTLEMENT APPROVAL

2.1 Best Efforts

(1) The Parties shall use their best efforts to implement this Settlement Agreement and to secure the prompt, complete and final dismissal with prejudice of the Ontario Actions and BC Actions as against the Named Settling Defendants and declarations of settlement out of court of the Quebec Actions as against the Named Settling Defendants.

2.2 Motions Seeking Approval of Notice and Certification or Authorization

(1) The Plaintiffs shall file motions before the Courts, as soon as practicable after the Date of Execution, for orders approving the notices described in Section 10.1(1) and orders certifying or

authorizing the Proceedings commenced in their respective jurisdictions as class proceedings as against the Named Settling Defendants (for settlement purposes only). The Plaintiffs will make best efforts to file the aforementioned motions before the BC Court and the Quebec Court no later than thirty (30) days after the Ontario Court has granted orders approving the notices described in Section 10.1(1) and certifying the Ontario Actions as class proceedings as against the Named Settling Defendants (for settlement purposes only).

(2) The Ontario orders approving the notices described in Section 10.1(1) and certifying the Ontario Actions for settlement purposes shall be substantially in the form attached as Schedule C. The BC and Quebec orders approving the notices described in Section 10.1(1) and certifying or authorizing the BC or Quebec Actions for settlement purposes shall be agreed upon by the Parties and shall, where possible, mirror the substance and form of the Ontario orders.

2.3 Motions Seeking Approval of the Settlement Agreement

(1) The Plaintiffs shall make best efforts to file motions before the Courts for orders approving this Settlement Agreement as soon as practicable after:

- (a) the orders referred to in Section 2.2(1) have been granted; and
- (b) the notices described in Section 10.1(1) have been published.

(2) The Ontario orders approving this Settlement Agreement shall be substantially in the form attached as Schedule D. The BC and Quebec orders approving this Settlement Agreement shall be agreed upon by the Parties and shall, where possible, mirror the substance and form of the Ontario orders.

2.4 Conduct of the Approval Motions

(1) In Ontario and British Columbia, the Plaintiffs can elect to request that the motions contemplated in Sections 2.2 and 2.3 proceed in accordance with the Case Management Direction. If the Case Management Direction is approved by the Quebec Court at the time the motions contemplated in Sections 2.2 and 2.3 are brought, the Plaintiffs can request that such motions proceed in Quebec in accordance with the Case Management Direction. The Settling Defendants shall not oppose any such request(s).

(2) Further or alternatively, the Plaintiffs can elect to request that the Courts hold joint hearings seeking approval of this Settlement Agreement pursuant to the Canadian Bar Association's Canadian Judicial Protocol for the Management of Multijurisdictional Class Actions. The Settling Defendants will not oppose any such request.

2.5 Pre-Motion Confidentiality

(1) Until the first of the motions required by Section 2.2(1) is brought, the Parties shall keep all of the terms of the Settlement Agreement confidential and shall not disclose them without the prior consent of Counsel for the Settling Defendants and Class Counsel, as the case may be, except as required for the purposes of financial reporting, the preparation of financial records (including tax returns and financial statements), as necessary to give effect to its terms, or as otherwise required by law.

2.6 Settlement Agreement Effective

(1) This Settlement Agreement shall only become final on the Effective Date.

(2) The Parties agree that each of the following is a condition of this Settlement Agreement becoming final (together, the "Condition of Settlement"):

- (a) the prompt, complete and final dismissal with prejudice of the Oun Action as against the Settling Defendants, without costs and without prejudice to the named plaintiff being able to participate in any distribution of the Settlement Amount; and
- (b) the prompt, complete and final discontinuance of the Dallaire Action as against the Settling Defendants, without costs and without prejudice to the named plaintiff being able to participate in any distribution of the Settlement Amount.

SECTION 3– SETTLEMENT BENEFITS

3.1 Payment of Settlement Amount

(1) Within sixty (60) days of the Date of Execution, the Settling Defendants shall pay the Settlement Amount to Siskinds LLP, for deposit into the Trust Account. Notwithstanding Section 3.1(4) the Settlement Amount may be paid to Siskinds LLP as one lump sum.

- 14 -

- (2) Payment of the Settlement Amount shall be made by one or more wire transfers. At least ten (10) days prior to the Settlement Amount becoming due, Siskinds LLP will provide, in writing, the following information necessary to complete the wire transfer: name of bank, address of bank, ABA number, SWIFT number, name of beneficiary, beneficiary's bank account number, beneficiary's address, and bank contact details.
- (3) The Settlement Amount and other consideration to be provided in accordance with the terms of this Settlement Agreement shall be provided in full satisfaction of the Released Claims against the Releasees.
- (4) The Settlement Amount shall be allocated to the Settlement Classes as follows:
 - (a) Air Conditioning Systems – CAD \$878,935.99;
 - (b) Automatic Transmission Fluid Warmers and Oil Coolers – CAD \$64,867.52;
 - (c) Heater Control Panels – CAD \$50,000.00;
 - (d) Instrument Panel Clusters – CAD \$50,000.00;
 - (e) Plastic Interior Trim – CAD \$50,000.00;
 - (f) Radiators – CAD \$952,907.73.
- (5) The Settlement Amount shall be all-inclusive of all amounts, including interest, costs, Administration Expenses, Class Counsel Fees and Class Counsel Disbursements.
- (6) The Releasees shall have no obligation to pay any amount in addition to the Settlement Amount, for any reason, pursuant to or in furtherance of this Settlement Agreement, the Proceedings, the Related Actions, or any Other Actions.
- (7) Once a Claims Administrator has been appointed in one or more Proceedings, Siskinds LLP shall transfer control of the related portion of the Trust Account to the Claims Administrator.
- (8) Siskinds LLP and the Claims Administrator shall maintain the Trust Account as provided for in this Settlement Agreement.

(9) Siskinds LLP and the Claims Administrator shall not pay out all or any part of the monies in the Trust Account, except in accordance with this Settlement Agreement, or in accordance with an order of the Courts obtained after notice to the Parties.

3.2 Taxes and Interest

(1) Except as hereinafter provided, all interest earned on the Settlement Amount in the Trust Account shall accrue to the benefit of the Settlement Classes and shall become and remain part of the Trust Account.

(2) Subject to Section 3.2(3), all taxes payable on any interest which accrues on the Settlement Amount in the Trust Account or otherwise in relation to the Settlement Amount shall be paid from the Trust Account. Siskinds LLP or the Claims Administrator, as appropriate, shall be solely responsible to fulfill all tax reporting and payment requirements arising from the Settlement Amount in the Trust Account, including any obligation to report taxable income and make tax payments. All taxes (including interest and penalties) due with respect to the income earned by the Settlement Amount shall be paid from the Trust Account.

(3) The Settling Defendants shall have no responsibility to make any filings relating to the Trust Account and will have no responsibility to pay tax on any income earned on the Settlement Amount or pay any taxes on the monies in the Trust Account, unless this Settlement Agreement is not approved, is terminated, or otherwise fails to take effect for any reason, in which case the interest earned on the Settlement Amount in the Trust Account or otherwise shall be paid to the Settling Defendants who, in such case, shall be responsible for the payment of all taxes on such interest not previously paid by Siskinds LLP or the Claims Administrator.

3.3 Intervention in the U.S. Litigation

(1) The Settling Defendants and other Releasees shall not oppose any application that may be brought by or on behalf of the Plaintiffs to: (i) intervene in the U.S. Litigation in order to gain access to discovery documents and other documents and information subject to a protective order granted in the U.S. Litigation that are relevant to the Proceedings; or (ii) compel a U.S. resident to “giv[e] his testimony or statement or to produc[e] a document or other thing for use in a proceeding in a foreign or international tribunal” pursuant to Title 28 of the United States Code §1782 for the prosecution of the Proceedings; provided such application is not otherwise inconsistent with the

terms of this Settlement Agreement, including Section 4.1(15). However, it is understood and agreed that neither the Settling Defendants nor the other Releasees have any obligation to bring or otherwise participate in such an application.

SECTION 4– COOPERATION

4.1 Extent of Cooperation

(1) The scope of the Settling Defendants' obligations to cooperate under this Settlement Agreement as set out in this Section 4.1 is limited to only those Proceedings (and the Alleged Parts which are the subject of those Proceedings) which, at the time of the delivery of the cooperation specified herein, are ongoing against one or more Non-Settling Defendants. The cooperation shall be made available to Class Counsel in the applicable Proceeding. Notwithstanding the foregoing, in the Proceedings in which there is no BC Action and/or no Quebec Action, the cooperation shall also be made available to Camp Fiorante Matthews Mogerma LLP and/or Siskinds Desmeules s.e.n.c.r.l, as applicable, to the extent that Camp Fiorante Matthews Mogerma LLP and/or Siskinds Desmeules s.e.n.c.r.l. are assisting Ontario Class Counsel in the prosecution of the those Proceedings. Cooperation will take place in a manner that is in compliance with the Settling Defendants' obligations to Government Entities and the terms of the U.S. Protective Order. All of the Settling Defendants' other obligations, save for those in Section 4.1(2) and (3), will be required solely if a written request is made by Class Counsel acting reasonably.

(2) Within sixty (60) days from the date on which a request is made by Class Counsel, and not earlier than 60 days after the Date of Execution, or such other time period as Class Counsel and the Settling Defendants may reasonably agree, subject to the other provisions of this Settlement Agreement, Counsel for the Settling Defendants will meet with Class Counsel in Canada, or at some other location mutually agreed to by the Parties, or attend via video conference if necessary or appropriate, to provide an oral evidentiary proffer which will include information originating with the Settling Defendants that is not covered by privilege relating to the allegations in the Proceedings and the Related Actions. The proffer shall not exceed one (1) business day equal to eight hours. Counsel for the Settling Defendants shall make themselves available for reasonable follow-up questions by Class Counsel. Notwithstanding any other provision of this Settlement Agreement, and for greater certainty, it is agreed that all statements made and information provided by Counsel for the Settling Defendants are privileged, will be kept strictly confidential, and may

not be directly or indirectly disclosed to any other Person, unless disclosure is ordered by a Court. Further, absent a Court order, Class Counsel will not attribute any factual information obtained from the proffer to the Settling Defendants and/or Counsel for the Settling Defendants. Notwithstanding the foregoing, Class Counsel may: (i) use information obtained from the proffer in the prosecution of the Proceedings and the Related Actions, including for the purpose of developing the Distribution Protocol or any other allocation plan relating to any settlement or judgment proceeds, except the prosecution of any claims against Releasees; and (ii) rely on such information to certify that, to the best of Class Counsel's knowledge, information and belief, such information has evidentiary support or will likely have evidentiary support after reasonable opportunity for further investigation or discovery, but, absent a court order, the Plaintiffs shall not introduce any information from a proffer into the record or subpoena any Counsel for the Settling Defendants related to a proffer.

(3) Unless expressly provided for otherwise below, within sixty (60) days from the date after which a request is made by Class Counsel, and not earlier than 60 days after the Certification Date, or at a later time mutually agreed upon by the Parties, the Settling Defendants agree to make reasonable efforts to provide to Class Counsel the information set out in subsections 3(a) to (l) below.

- (a) transactional sales data regarding the Alleged Parts as has already been produced or as agreed to be produced in the context of the U.S. Settlement Agreements or as has already been produced to a Government Entity, and any pre-existing translations into English of such data. The transactional sales data will be provided in Excel or such other format in which it was produced or as agreed to be produced in connection with the U.S. Settlement Agreements, and shall be delivered as a separate production from the documents to be delivered pursuant to Section 4.1(3)(c) or identified by bates number as part of the production of documents to be delivered pursuant to Section 4.1(3)(c);
- (b) reasonable assistance in understanding the transactional sales data produced by the Settling Defendants, through Counsel for the Settling Defendants, including a reasonable number of written and/or telephonic communications

- 18 -

with Class Counsel and/or the Plaintiffs' experts and between technical personnel;

- (c) electronic copies of any documents (as defined in Rule 30.01 of the Ontario *Rules of Civil Procedure*) regarding the Alleged Parts that was made available by the Settling Defendants in the U.S. Litigation, including any documents made available pursuant to the U.S. Settlement Agreements, and any pre-existing translations into English of such documents as they were made available in the U.S. Litigation, and any pre-existing and non-privileged electronic coding or metadata made available in the U.S. Litigation. In addition, where the documents previously made available in the U.S. Litigation contain bates stamps on their face, a field will be provided containing the corresponding bates stamps of the first page of each document;
- (d) electronic copies of any documents (as defined in Rule 30.01 of the Ontario *Rules of Civil Procedure*), including any pre-existing translations into English of those documents, produced to or seized by Government Entities relating to their investigation into the alleged antitrust violations with respect to the Alleged Parts, to the extent the productions are not duplicative;
- (e) electronic copies of transcripts and video recordings of all depositions or other testimony of current or former employees, officers or directors of the Releasees, including all exhibits thereto, taken in the U.S. Litigation, and any pre-existing translations into English. If transcripts or video recordings become available more than sixty (60) days from the Certification Date, such transcripts or video recordings shall be provided within thirty (30) days of becoming available. The transcripts or video recordings shall be delivered as a separate production from the documents to be delivered pursuant to Section 4.1(3)(c) or identified by bates number as part of the production of documents to be delivered pursuant to Section 4.1(3)(c);
- (f) electronic copies of any declarations or affidavits of current or former employees, officers or directors of the Releasees, including all exhibits thereto, taken in the U.S. Litigation, and any pre-existing translations into English. If

- 19 -

declarations or affidavits become available more than thirty (30) days from the Certification Date, such declarations or affidavits shall be provided within ten (10) days of becoming available. The declarations and affidavits shall be delivered as a separate production from the documents to be delivered pursuant to Section 4.1(3)(c) or identified by bates number as part of the production of documents to be delivered pursuant to Section 4.1(3)(c);

- (g) electronic copies of any responses to written interrogatories by the Releasees, including all schedules thereto, taken in the U.S. Litigation, and any pre-existing translations into English. The responses to written interrogatories shall be delivered as a separate production from the documents to be delivered pursuant to Section 4.1(3)(c) or identified by bates number as part of the production of documents to be delivered pursuant to Section 4.1(3)(c);
- (h) electronic copies of any responses to requests to admit provided by the Releasees in the U.S. Litigation and any pre-existing translations into English. The responses to requests to admit shall be delivered as a separate production from the documents to be delivered pursuant to Section 4.1(3)(c) or identified by bates number as part of the production of documents to be delivered pursuant to Section 4.1(3)(c);
- (i) as agreed to be produced in the context of the U.S. Settlement Agreements, the identity of all current and former employees, directors and officers of the Releasees who:
 - (i) were interviewed and/or prosecuted by any Government Entity in connection with alleged price-fixing, bid rigging and market allocation of the Alleged Parts;
 - (ii) appeared before the grand jury in the U.S. Department of Justice investigation into alleged antitrust violations with respect to the Alleged Parts; or
 - (iii) were disclosed to the U.S. Department of Justice as having knowledge or information relating to the U.S. Department of

- 20 -

Justice's investigation into alleged antitrust violations with respect to the Alleged Parts; and

- (j) after conducting a reasonable search, the Settling Defendants shall provide a list to the best of its knowledge of Automotive Vehicles sold in Canada during the applicable Class Periods as certified by the Courts that contain Alleged Parts manufactured or sold by the Settling Defendants.
- (k) To the extent available after undertaking reasonable efforts, pre-existing transactional cost data and further transactional sales data reflecting the Settling Defendants' sales of the Alleged Parts during the applicable Class Period, if and to the extent pre-existing sales or cost data reflect that the sales or cost data relate to Alleged Parts known or expected to be included in Automotive Vehicles that were sold in Canada. The transactional sales and cost data will be provided in Excel or such other format as may be agreed upon by Counsel for the Settling Defendants and Class Counsel, and shall be delivered as a separate production from the documents to be delivered pursuant to Section 4.1(3) or identified by bates number as part of the production of documents to be delivered pursuant to Section 4.1(3); and
- (l) reasonable assistance in understanding the transactional cost and/or sales data produced by the Settling Defendants, through Counsel for the Settling Defendants, including a reasonable number of written and/or telephonic communications with Class Counsel and/or the Plaintiffs' experts and between technical personnel.

(4) The obligation to produce documents pursuant to Sections 4.1(3) shall be a continuing obligation to the extent additional documents are identified by the Settling Defendants following the initial productions pursuant to this Settlement Agreement.

(5) As to additional documents in the Settling Defendants' possession, custody, or control concerning the Alleged Parts, the Settling Defendants will consider in good faith any reasonable request by the Plaintiffs to collect and produce such documents, provided the request would not impose an undue burden on the Settling Defendants.

- 21 -

(6) The Settling Defendants shall not object to the Plaintiffs' participation in any evidentiary proffers and/or interviews of the Settling Defendants' representatives that occur in the U.S. Litigation pursuant to the U.S. Settlement Agreements, provided that any such participation shall respect any agreement or arrangement regarding the duration of such proffers and/or interviews reached by the parties to the U.S. Litigation. The Settling Defendants shall, where possible, provide notice to Class Counsel thirty (30) days before any evidentiary proffer or interview of representatives of the Settling Defendants that occurs in the U.S. Litigation pursuant to the U.S. Settlement Agreements.

(7) After the Certification Date, at the request of Class Counsel acting in good faith, and as is reasonably necessary for the ongoing prosecution of the Proceedings and the Related Actions, to the extent that the Settling Defendants make oral evidentiary proffers pursuant to the U.S. Settlement Agreements that contains information not previously proffered to the Plaintiffs pursuant to Section 4.1(2), and Class Counsel is unable to attend or is not given reasonable advance notice of the time and location of such proffers, the Settling Defendants shall make supplemental proffers to the Plaintiffs, provided that the information proffered in the U.S. is relevant to the Proceedings and the Related Actions.

(8) It is understood that the evidentiary proffer described in Section 4.1(2) and the evidentiary proffers and/or interviews of witnesses described in Section 4.1(6) might take place before the Effective Date. In such event:

- (a) any documents or information provided in the course of those evidentiary proffers and/or interviews shall be subject to the terms and protections of this Settlement Agreement; and
- (b) in the event that this Settlement Agreement is not approved, is terminated, or otherwise fails to take effect for any reason, the documents and information provided during the evidentiary proffers and/or interviews shall not be used by the Plaintiffs or Class Counsel, whether directly or indirectly, in any way for any reason, including, without limitation, against the Settling Defendants as an admission or evidence of any violation of any statute or law, or of any liability or wrongdoing by the Settling Defendants or of the truth of any claims or allegations in the Proceedings and the Related Actions, and such information

- 22 -

shall not be discoverable by any Person or treated as evidence of any kind, unless otherwise ordered by a Court. In order to give effect to this agreement, Class Counsel agrees to make reasonable efforts to return all copies of any documents received during, and destroy all copies of any notes taken during (or subsequent reports provided about), these evidentiary proffers and/or interviews and to provide written confirmation to the Settling Defendants of having done so.

(9) In the event that Class Counsel are unable to participate in the interviews that occur in the U.S. Litigation pursuant to the U.S. Settlement Agreements and/or no interviews occur within six (6) months of the Certification Date, the Settling Defendants shall, at the written request of Class Counsel, upon at least thirty (30) days' reasonable notice, and subject to any legal restrictions, make reasonable efforts (which, for greater certainty, does not include an obligation to compel any individual not currently employed by the Settling Defendants, or to discipline or terminate an officer, director or employee who refuses to cooperate, or to provide additional compensation to such individual) to make available at a mutually convenient time up to two current or former officers, directors or employees of the Settling Defendants who have knowledge about the allegations in the relevant Proceeding and the Related Action (if applicable), via video conference if necessary or appropriate, to provide information regarding the allegations raised in the relevant Proceeding and the Related Action (if applicable) in a personal interview with Class Counsel and/or experts retained by Class Counsel. Class Counsel shall use reasonable efforts to limit this requirement to a single current employee. Notwithstanding the foregoing, the Settling Defendants will consider in good faith any reasonable request by Plaintiffs for additional interviews to assist with litigation against Non-Settling Defendants. Such personal interviews shall take place in a North American location to be agreed and shall not exceed one (1) business day or seven (7) hours, unless the interview is in a language other than English, in which case the interview shall be limited to a total of thirteen (13) hours over two (2) days. Costs incurred by, and the expenses of, the interviewee in relation to such interviews shall be the responsibility of the Settling Defendants. Costs of an interpreter or otherwise related to foreign language translation in connection with interviews shall be the responsibility of Class Counsel. The failure of a proposed interviewee to agree to make him or herself available, or to otherwise cooperate with the Plaintiffs, shall not

constitute a violation of this Settlement Agreement provided that the Settling Defendants made reasonable efforts to secure such interviewee's cooperation.

(10) Subject to the rules of evidence, any Court order with respect to confidentiality and the other provisions of this Settlement Agreement, the Settling Defendants agree to use reasonable efforts to produce at trial or otherwise in the Proceedings or the Related Actions (including through affidavit evidence), a reasonable number of representatives qualified to establish for admission into evidence (i) the Settling Defendants' transactional sales and cost data provided pursuant to Sections 4.1(3)(a) and 4.1(3)(k); (ii) any of the Settling Defendants' documents provided as cooperation pursuant to Sections 4.1(3), 4.1(3)(k), and 4.1(4) of this Settlement Agreement that is reasonable and necessary for the prosecution of the Proceedings or the Related Actions (with Class Counsel using its best efforts to authenticate documents for use at trial or otherwise without use of a live witness); and (iii) information provided in cooperation pursuant to Section 4 of this Settlement Agreement, provided that Class Counsel shall use a single witness both to authenticate documents and provide the information at trial or otherwise contemplated by this Section in any Proceeding unless otherwise impossible or impractical. The failure of a specific officer, director or employee to agree to make him or herself available, or to otherwise cooperate with the Plaintiffs, shall not constitute a violation of this Settlement Agreement. The Settling Defendants shall be responsible for all associated costs incurred by such representatives in connection with fulfilling the Settling Defendants' obligations under this Section.

(11) Nothing in this Settlement Agreement shall be construed to require the Settling Defendants to perform any act, including the transmittal or disclosure of any information, which would violate the law of this or any jurisdiction.

(12) Nothing in this Settlement Agreement shall require, or shall be construed to require, the Settling Defendants or any representative or employee of the Settling Defendants to disclose or produce any documents or information prepared by or for Counsel for the Settling Defendants, or that is not within the possession, custody or control of the Settling Defendants, or to disclose or produce any documents or information in breach of any order, regulatory directive, rule or law of this or any jurisdiction, or subject to solicitor-client privilege, litigation privilege, joint defence privilege or any other privilege, doctrine, or law, or to disclose or produce any information or documents they obtained on a privileged or co-operative basis from any party to any action or

proceeding who is not a Releasee. The Settling Defendants are not required to create a privilege log. However, if a relevant privilege log was created in the context of the U.S. Litigation, the Settling Defendants will provide Class Counsel with a copy of such log delivered as a separate production from the documents to be delivered pursuant to Section 4.1(3)(c) or identified by bates number as part of the production of documents to be delivered pursuant to Section 4.1(3)(c).

(13) If any documents protected by any privilege and/or any privacy law or other rule or law of this or any applicable jurisdiction are accidentally or inadvertently disclosed or produced, such documents shall be promptly returned to the Settling Defendants and the documents and the information contained therein shall not be disclosed or used directly or indirectly, except with the express written permission of the Settling Defendants, and the production of such documents shall in no way be construed to have waived in any manner any privilege, doctrine, law, or protection attached to such documents.

(14) The Settling Defendants' obligations to cooperate as particularized in this Section shall not be affected by the release provisions contained in this Settlement Agreement. Unless this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason, the Settling Defendants' obligations to cooperate shall cease at the date of final judgment in the Proceedings and the Related Actions against all Defendants or all Defendants in the Proceedings settle with the Plaintiffs and those settlements become effective in accordance with their terms. For greater certainty, the Plaintiffs' failure to strictly enforce any of the deadlines for the Settling Defendants to provide cooperation pursuant to this Section 4.1 is not a waiver of the cooperation rights granted by Section 4.1.

(15) Subject to Sections 4.1(16) and 4.1(17), the provisions set forth in this Section 4.1 are the exclusive means by which the Plaintiffs, Class Counsel and Settlement Class Members may obtain discovery or information or documents from the Releasees. The Plaintiffs, Class Counsel and Settlement Class Members agree that they shall not pursue any other means of discovery against, or seek to compel the evidence of, the Releasees, whether in Canada or elsewhere and whether under the rules or laws of this or any other Canadian or foreign jurisdiction.

(16) On reasonable notice to Counsel for the Settling Defendants, the Plaintiffs may exercise any rights they have to seek to obtain discovery in the Proceedings and the Related Actions as against an officer, director and/or employee of the Settling Defendants put forward to cooperate

pursuant to this Section, if the current or former officer, director or employee of the Settling Defendants fails to cooperate in accordance with those Sections and the provisions of this Settlement Agreement.

(17) In the event that the Settling Defendants materially breach this Section 4.1, the Plaintiffs may move before the Courts to enforce the terms of this Settlement Agreement, seek an order setting aside Section 4.1(13) and allowing the Plaintiffs to obtain discovery or information from the Settling Defendants as if the Settling Defendants remained parties to the Proceeding, or seek such other remedy that is available at law.

(18) A material factor influencing the Settling Defendants' decision to execute this Settlement Agreement is their desire to limit the burden and expense of this litigation. Accordingly, Class Counsel agree to exercise good faith in seeking cooperation from the Settling Defendants, agree not to seek information that is unnecessary, cumulative or duplicative and agree otherwise to avoid imposing undue or unreasonable burdens or expense on the Settling Defendants.

(19) Notwithstanding any other provision in this Settlement Agreement, the Settling Defendants shall not be required to fulfill any of the cooperation obligations described herein (except the oral evidentiary proffer described in Section 4.1(2)) unless the Oun and Dallaire Actions are discontinued and/or dismissed, as applicable, in accordance with Section 6.5(4). If any cooperation obligations would otherwise be required in the absence of this Section (4.1(19)), the time periods or deadlines for fulfilling those obligations shall be deemed to commence running from the date on which the last of the discontinuances and/or dismissals required by Section 6.5(4) occur.

(20) The scope of the Settling Defendants' cooperation under this Settlement Agreement shall be limited to the allegations asserted in the Proceedings and the Related Actions as presently filed.

(21) The Settling Defendants make no representation regarding and shall bear no liability with respect to the accuracy of any of the documents or information described in this Section 4.1, or that they have, can or will produce a complete set of any of the documents or information described in this Section 4.1, and the failure to do so shall not constitute a breach or violation of this Settlement Agreement.

4.2 Limits on Use of Documents and Information

(1) It is understood and agreed that all documents and information made available or provided by the Settling Defendants and/or Counsel for the Settling Defendants to the Plaintiffs and Class Counsel under this Settlement Agreement shall be used only in connection with the prosecution of the claims in the Proceedings and the Related Actions, and shall not be used directly or indirectly for any other purpose, except to the extent that the documents or information are or become publicly available. The Plaintiffs and Class Counsel agree they will not disclose the documents and information provided by the Settling Defendants and/or Counsel for the Settling Defendants beyond what is reasonably necessary for the prosecution of the Proceedings and the Related Actions or as otherwise required by law, except to the extent that the documents or information were, are or become publicly available. Subject to the foregoing, Class Counsel shall take reasonable precautions to ensure and maintain the confidentiality of such documents and information, and of any work product of Class Counsel that discloses such documents and information. Notwithstanding the foregoing, in the Proceedings or the Related Actions in which there is no BC Action and/or Quebec Action, the cooperation shall also be made available to Camp Fiorante Matthews Mogerman LLP and/or Siskinds Desmeules s.e.n.c.r.l., as applicable, to the extent that Camp Fiorante Matthews Mogerman LLP and/or Siskinds Desmeules s.e.n.c.r.l. are assisting Ontario Counsel in the prosecution of those Proceedings or the Related Actions, and Camp Fiorante Matthews Mogerman LLP and/or Siskinds Desmeules s.e.n.c.r.l. agree to keep such information and documents confidential and only use such information and documents for the purpose of providing such assistance.

(2) If the Plaintiffs intend to produce or file in any of the Proceedings or the Related Actions, any documents or other information provided by the Settling Defendants and/or Counsel for the Settling Defendants as cooperation under the Settlement Agreement (and such disclosure is not otherwise prohibited by the Settlement Agreement) which, at the time of being provided, were marked or designated by the Settling Defendants as “Confidential — Subject to Procedure Under Section 4.2 of the Settlement Agreement,” and there is not already a confidentiality order issued in the relevant Proceeding or the relevant Related Action that applies to the documents and information provided as cooperation by the Settling Defendants, Class Counsel shall provide the Settling Defendants with an advance description of the documents or other information sought to be produced or filed at least thirty (30) days in advance of the proposed production or filing, in

order that the Settling Defendants may move to obtain a sealing or confidentiality order or similar relief. If, within the thirty (30) day period, a Settling Defendant does not so move, the Plaintiffs and Class Counsel can produce or file the information or documents in the ordinary course. If, within that thirty (30) day period, a Settling Defendant so moves, the Plaintiffs and Class Counsel shall not produce or file the confidential information or documents until the Settling Defendants' motion has been decided and all applicable appeal periods have expired, except as follows. Pending the resolution of the motions(s), the Plaintiffs and Class Counsel may, so as not to delay prosecution of the relevant Proceeding or the relevant Related Action, (i) seek an interim sealing order pending the Settling Defendants' motion and, if an interim sealing order is granted, may file such documents or information with the relevant Court pursuant to such interim sealing order; and/or; and (ii) provide, on an interim basis, documents or information to counsel for the Non-Settling Defendants provided that counsel for the Non-Settling Defendants agree and give assurances that, until the Settling Defendant's motion has been decided and all applicable appeal periods have expired, the documents or information will remain with external counsel and will only be disclosed to independent expert(s) retained by a Party for the purposes of the relevant Proceeding or the relevant Related Action, as well as secretarial, clerical or other support personnel of such expert(s) to whom disclosure is reasonably necessary. An independent expert may not be an employee of a Plaintiff or Defendant in the relevant Proceeding or the relevant Related Action, or a competitor of the Settling Defendants. In addition, if a Settling Defendant intervenes for this purpose, the Plaintiffs and Class Counsel shall not oppose a motion to intervene made by the Settling Defendants for this purpose, provided that the form and content of the requested order is similar in substance to the order issued by the Ontario Court in Ontario Superior Court of Justice Court File No. CV-12-44673700CP, dated July 15, 2015. In the BC Action, any application for a sealing order brought pursuant to this Section 4.2(2) shall comply with Practice Direction 35—Sealing Orders in Civil and Family Proceedings.

(3) In the event that a Person requests disclosure of documents or information provided by the Settling Defendants as cooperation under this Settlement Agreement which, at the time of being provided, were marked or designated by the Settling Defendants as “Confidential — Subject to Procedure Under Section 4.2(2) of the Settlement Agreement”, whether or not the Person applies for an order requiring the Plaintiffs to disclose or produce any documents or other information, and there is not already a confidentiality order issued in the relevant Proceeding or the relevant

Related Action that applies to the documents and information provided as cooperation by the Settling Defendants, Class Counsel shall provide notice to the Settling Defendants promptly upon becoming aware of it in order that the Settling Defendants may intervene to oppose such disclosure or production. In no circumstances shall the Plaintiffs or Class Counsel apply for or consent to such an application for disclosure or production. The Plaintiffs and Class Counsel shall not disclose the confidential information or documents until the Settling Defendants' motion has been decided and a final order has been issued requiring the Plaintiffs and/or Class Counsel to produce the relevant information or documents, except: (i) to the extent such information or documents are or become otherwise publicly available; (ii) as ordered to do so by a Court; or (iii) in the event that the Person making the request is a Non-Settling Defendant, so as not to delay prosecution of the relevant Proceeding(s) or the relevant Related Action, Class Counsel may provide, on an interim basis, documents or information to counsel for the Non-Settling Defendants provided that counsel for the Non-Settling Defendants agree and give assurances that, until a final order has been issued required the Plaintiff and/or Class Counsel to produce the relevant information or documents, all applicable appeal periods have expired, the documents or information will remain with external counsel and will only be disclosed to independent expert(s) retained by a Party for the purposes of the relevant Proceeding or the relevant Related Action, as well as secretarial, clerical or other support personnel of such expert(s) to whom disclosure is reasonably necessary. An independent expert may not be an employee of a Plaintiff or Defendant in the relevant Proceeding or the relevant Related Action, or a competitor of the Settling Defendants.

(4) In addition, until such a time as a confidentiality order is in place in one or more Proceedings, or the Related Actions, that applies to the documents and information provided as cooperation by the Settling Defendants and except as otherwise provided for in this Section 4.2, Class Counsel shall treat any documents received from the Settling Defendants and designated as Confidential or Highly Confidential in accordance with the provisions of the U.S. Protective Order. Once a confidentiality or protective order(s) is issued in one or more Proceedings or Related Actions, that order(s) shall govern any documents and information received from the Settling Defendants in that Proceeding(s).

SECTION 5 – TERMINATION OF SETTLEMENT AGREEMENT

5.1 Right of Termination

- (1) In the event that:
- (a) any Court declines to certify or authorize the relevant Proceedings for the purposes of the Settlement Agreement;
 - (b) the Ontario Court declines to dismiss the Ontario Actions as against the Named Settling Defendants;
 - (c) the BC Court declines to dismiss the BC Actions and/or the Oun Action as against all relevant the Settling Defendants;
 - (d) the Quebec Court declines to declare settled out of court the Quebec Actions against the Named Settling Defendants;
 - (e) the Quebec Court declines to discontinue the Dallaire Action as against all relevant Settling Defendants;
 - (f) any Court declines to approve this Settlement Agreement or any material part hereof or approves this Settlement Agreement in a materially modified form;
 - (g) any Court issues a settlement approval order that is materially inconsistent with the terms of the Settlement Agreement or not substantially in the form attached to this Settlement Agreement as Schedule D; or
 - (h) any order approving this Settlement Agreement made by a Court does not become a Final Order;

the Plaintiffs and the Settling Defendants shall each have the right to terminate this Settlement Agreement by delivering a written notice pursuant to Section 14.17, within thirty (30) days following an event described above.

- (2) In addition, if the Settlement Amount is not paid in accordance with Section 3.1(1), the Plaintiffs shall have the right to terminate this Settlement Agreement by delivering a written notice

pursuant to Section 14.17 or move before the Courts to enforce the terms of this Settlement Agreement.

(3) Except as provided for in Section 5.4, if the Settlement Agreement is not approved, is terminated, or otherwise fails to take effect for any reason, the Settlement Agreement shall be null and void and have no further force or effect, and shall not be binding on the Parties, and shall not be used as evidence or otherwise in any litigation or in any other way for any reason.

(4) Any order, ruling or determination made or rejected by any Court with respect to:

- (a) Class Counsel Fees or Class Counsel Disbursements; or
- (b) the Distribution Protocol

shall not be deemed to be a material modification of all, or a part, of this Settlement Agreement and shall not provide any basis for the termination of this Settlement Agreement.

5.2 If Settlement Agreement is Terminated

(1) If this Settlement Agreement is not approved, is terminated in accordance with its terms or otherwise fails to take effect for any reason:

- (a) no motion to certify or authorize any of the Proceedings as a class proceeding on the basis of this Settlement Agreement, or to approve this Settlement Agreement, which has not been decided, shall proceed;
- (b) the Parties will cooperate in seeking to have any issued order(s) certifying or authorizing the Proceedings as class proceedings on the basis of the Settlement Agreement or approving this Settlement Agreement set aside and declared null and void and of no force or effect, and any Person shall be estopped from asserting otherwise;
- (c) any prior certification or authorization of a Proceeding as a class proceeding on the basis of this Settlement Agreement, including the definitions of the Settlement Classes and the Common Issues pursuant to this Settlement Agreement, shall be without prejudice to any position that any of the Parties or

- 31 -

Releasees may later take on any issue in the Proceedings, the Related Actions, or any Other Actions or other litigation; and

- (d) within ten (10) days of such termination having occurred, Class Counsel shall make reasonable efforts to destroy all documents or other materials provided by the Settling Defendants and/or Counsel for the Settling Defendants under this Settlement Agreement or containing or reflecting information derived from such documents or other materials received from the Settling Defendants and/or Counsel for the Settling Defendants and, to the extent Class Counsel has disclosed any documents or information provided by the Settling Defendants and/or Counsel for the Settling Defendants to any other Person, shall make reasonable efforts to recover and destroy such documents or information. Class Counsel shall provide Counsel for the Settling Defendants with a written certification by Class Counsel of such destruction. Nothing contained in this Section 5.2 shall be construed to require Class Counsel to destroy any of their work product. However, any documents or information provided by the Settling Defendants and/or Counsel for the Settling Defendants, or received from the Settling Defendants and/or Counsel for the Settling Defendants in connection with this Settlement Agreement, may not be disclosed to any Person in any manner or used, directly or indirectly, by Class Counsel or any other Person in any way for any reason, without the express prior written permission of the relevant Settling Defendant(s). Class Counsel shall take appropriate steps and precautions to ensure and maintain the confidentiality of such documents, information and any work product of Class Counsel derived from such documents or information.

5.3 Allocation of Settlement Amount Following Termination

- (1) If the Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason, Siskinds LLP shall, within thirty (30) days of the written notice pursuant to Section 5.1(1), return to the Settling Defendants the amount they have paid to Siskinds LLP, plus all accrued interest thereon, but less the Settling Defendants' proportional share of the costs of notices required by Section 10.1(1) and any translations required by Section 14.11.

5.4 Survival of Provisions After Termination

(1) If this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason, the provisions of Sections 3.1(9), 3.2(3), 4.1(8)(b), 5.1(3), 5.2, 5.3, 5.4, 8.1, 8.2, 10.1(2) and 11.2(4), and the definitions and Schedules applicable thereto shall survive the termination and continue in full force and effect. The definitions and Schedules shall survive only for the limited purpose of the interpretation of Sections 3.1(9), 3.2(3), 4.1(8)(b), 5.1(3), 5.2, 5.3, 5.4, 8.1, 8.2, 10.1(2) and 11.2(4) within the meaning of this Settlement Agreement, but for no other purposes. All other provisions of this Settlement Agreement and all other obligations pursuant to this Settlement Agreement shall cease immediately.

SECTION 6– RELEASES AND DISMISSALS

6.1 Release of Releasees

(1) Upon the Effective Date, subject to Section 6.2, and in consideration of payment of the Settlement Amount and for other valuable consideration set forth in the Settlement Agreement, the Releasers forever and absolutely release and forever discharge the Releasees from the Released Claims that any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have.

(2) The Plaintiffs and Settlement Class Members acknowledge that they may hereafter discover facts in addition to, or different from, those facts which they know or believe to be true regarding the subject matter of the Settlement Agreement, and it is their intention to release fully, finally and forever all Released Claims and, in furtherance of such intention, this release shall be and remain in effect notwithstanding the discovery or existence of additional or different facts.

(3) The releases granted pursuant to this Section 6.1 shall be deemed complete releases only as regards to the Releasees pursuant to article 1687 and following of the *Civil Code of Quebec*, and shall inure only to the benefit of the Releasees and shall not preclude, foreclose or otherwise limit the rights of the Settlement Class Members who are residents of Quebec against the Non-Settling Defendants or unnamed alleged co-conspirators that are not Releasees.

6.2 Covenant Not to Sue

(1) Upon the Effective Date, and notwithstanding Section 6.1, for any Settlement Class Members resident in any province or territory where the release of one tortfeasor is a release of all

other tortfeasors, the Releasors do not release the Releasees but instead the Releasors covenant and undertake not to make any claim in any way or to threaten, commence, participate in or continue any proceeding in any jurisdiction against the Releasees in respect of or in relation to the Released Claims. For greater certainty, Section 6.1(3) continues to apply to residents of Quebec.

6.3 No Further Claims

(1) Upon the Effective Date, each Releasor shall not now or hereafter institute, continue, maintain, intervene in or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other Person, any proceeding, cause of action, claim or demand against any Releasee, or any other Person who may claim contribution or indemnity, or other claims over relief, from any Releasee, whether pursuant to the *Negligence Act*, RSO 1990, c N1 or other legislation or at common law or equity in respect of any Released Claim, except for the continuation of the Proceedings and the Related Actions against the Non-Settling Defendants or named or unnamed co-conspirators that are not Releasees or, if any of the Proceedings or the Related Actions are not certified or authorized as class proceedings with respect to the Non-Settling Defendants, the continuation of the claims asserted in any of the Proceedings or the Related Actions on an individual basis or otherwise against any Non-Settling Defendant or named or unnamed co-conspirator that is not a Releasee. For greater certainty and without limiting the generality of the foregoing, the Releasors shall not assert or pursue a Released Claim, against any Releasee under the laws of any foreign jurisdiction.

6.4 Dismissal of the Proceedings

(1) Upon the Effective Date, the Ontario Actions and BC Actions shall be dismissed with prejudice and without costs as against the Named Settling Defendants.

(2) Upon the Effective Date, the Quebec Actions shall be declared settled out of court, with prejudice and without costs as against the Named Settling Defendants.

6.5 Dismissal of Other Actions

(1) Upon the Effective Date, each member of the Ontario and BC Settlement Classes shall be deemed to irrevocably consent to the dismissal, without costs, with prejudice and without reservation, of his, her or its Other Actions against the Releasees, to the extent such Other Actions relate to the Alleged Parts.

(2) Upon the Effective Date, all Other Actions commenced by any Settlement Class Member (except residents of Quebec), to the extent such Other Actions relate to the Alleged Parts, shall be dismissed as against the Releasees, without costs, with prejudice and without reservation.

(3) Upon the Effective Date, each Settlement Class Member who is resident in Quebec shall be deemed to irrevocably consent to the dismissal, without costs and without reservation, of his, her or its Other Actions against the Releasees, to the extent such Other Actions related to the Alleged Parts.

(4) Class Counsel shall, at their cost, obtain orders from the BC and Quebec Courts confirming the discontinuance and/or dismissal, as applicable, of the Oun and Dalliare Actions. Class Counsel represent and warrant that the plaintiffs in the Oun and Dallaire Actions consent to the discontinuance and/or dismissal of their actions as against the relevant Settling Defendants.

6.6 Material Term

(1) The releases, covenants, dismissals, discontinuances, and granting of consent contemplated in this Section 6 shall be considered a material term of the Settlement Agreement and the failure of any Court to approve the releases, covenants, dismissals, and discontinuances granting of consent contemplated herein shall give rise to a right of termination pursuant to Section 5.1 of the Settlement Agreement.

SECTION 7– BAR ORDER, WAIVER OF SOLIDARITY ORDER AND RESERVATION OF OTHER CLAIMS

7.1 Ontario and British Columbia Bar Order

(1) The Plaintiffs, Class Counsel, and the Settling Defendants agree that the Ontario and BC orders approving this settlement must include a bar order from the Ontario Court and the BC Court providing for the following:

- (a) to the extent such claims are recognized at law, all claims for contribution, indemnity or other claims over, whether asserted, unasserted or asserted in a representative capacity, inclusive of interest, taxes and costs, relating to the Released Claims, which were or could have been brought in the Proceedings, the Related Actions, or any Other Actions, or otherwise, by any Non-Settling Defendant, any named or unnamed co-conspirator that is not a Releasee, any

Settled Defendant or any other Person or party against a Releasee, or by a Releasee against any Non-Settling Defendant, any named or unnamed co-conspirator that is not a Releasee, any Settled Defendant, or any other Person or party, are barred, prohibited and enjoined in accordance with the terms of this Section 7.1 (unless such claim is made in respect of a claim by a Person who has validly opted-out of the Proceedings and the Related Actions);

- (b) if the Ontario Court or BC Court, as applicable, ultimately determines that a claim for contribution and indemnity or other claim over, whether in equity or in law, by statute or otherwise is a legally recognized claim:
- (i) the Ontario and BC Plaintiffs and the Ontario and BC Settlement Class Members shall not be entitled to claim or recover from the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee that portion of any damages (including punitive damages, if any), restitutionary award, disgorgement of profits, interest and costs (including investigative costs claimed pursuant to section 36 of the *Competition Act*, RSC 1985, c C-34) that corresponds to the Proportionate Liability of the Releasees proven at trial or otherwise;
 - (ii) the Ontario and BC Plaintiffs and the Ontario and BC Settlement Class Members shall limit their claims against the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee to include only, and shall only seek to recover from the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee, those claims for damages (including punitive damages, if any), restitutionary award, disgorgement of profits, interest, and costs (including investigative costs claimed pursuant to section 36 of the *Competition Act*, RSC 1985, c C-34) attributable to the aggregate of the several liability of the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any

- 36 -

other Person or party that is not a Releasee to the Ontario and BC Plaintiffs and Ontario and BC Settlement Class Members, if any, and, for greater certainty, the Ontario and BC Settlement Class Members shall be entitled to claim and seek to recover on a joint and several basis as between the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee, if permitted by law; and

- (iii) the Ontario and BC Courts shall have full authority to determine the Proportionate Liability of the Releasees at the trial or other disposition of the relevant Proceeding or the relevant Related Action, whether or not the Releasees remain in the relevant Proceeding or appear at the trial or other disposition, and the Proportionate Liability of the Releasees shall be determined as if the Releasees are parties to the relevant Proceeding or the relevant Related Action and any determination by the Ontario Court or BC Court, as applicable, in respect of the Proportionate Liability of the Releasees shall only apply in the relevant Proceeding or the relevant Related Action and shall not be binding on the Releasees in any other proceeding;
- (c) after the relevant Proceeding and/or relevant Related Action against the Non-Settling Defendants has been certified and all appeals or times to appeal have been exhausted, and on at least twenty (20) days' notice to Counsel for the Settling Defendants, a Non-Settling Defendant may, on motion to the Ontario Court or the BC Court, as appropriate, seek an Order for the following, which order shall be determined as if the Named Settling Defendants remained parties to the relevant Proceeding and were parties to the relevant Related Action:
 - (i) documentary discovery and affidavit(s) of documents (list of documents in British Columbia) from the Named Settling Defendants in accordance with that Court's rules of procedure;

- 37 -

- (ii) oral discovery of a representative(s) of the Named Settling Defendants, the transcript(s) of which may be read in at trial;
 - (iii) leave to serve a request to admit (notice to admit in British Columbia) on the Named Settling Defendants in respect of factual matters; and/or
 - (iv) the production of a representative(s) of the Named Settling Defendants to testify at trial, with such witness to be subject to cross-examination by counsel for the Non-Settling Defendants.
- (d) the Settling Defendants retain all rights to oppose any motion brought pursuant to Section 7.1(1)(c), including any such motion brought at trial seeking an order requiring the Named Settling Defendants to produce a representative to testify at trial. Moreover, nothing herein restricts the Settling Defendants from seeking a protective order to maintain confidentiality and protection of proprietary information in respect of documents to be produced and/or for information obtained from discovery in accordance with Section 7.1(1)(c);
- (e) on any motion brought pursuant to Section 7.1(1)(c), the Ontario Court or BC Court, as applicable, may make such orders as to costs and other terms as it considers appropriate;
- (f) to the extent that such an order is granted and discovery is provided to a Non-Settling Defendant, a copy of all discovery provided, whether oral or documentary in nature, shall be provided by the Settling Defendants to the Plaintiffs and Class Counsel within ten (10) days of such discovery being provided to a Non-Settling Defendant;
- (g) the Ontario and BC Courts will retain an ongoing supervisory role over the discovery process and the Settling Defendants will attorn to the jurisdiction of the Ontario Court and BC Court for these purposes; and

- (h) a Non-Settling Defendant may effect service of the motion(s) referred to in Section 7.1(1)(c) on the Settling Defendants by service on Counsel for the Settling Defendants.

7.2 Quebec Waiver or Renunciation of Solidarity Order

(1) The Plaintiffs, Class Counsel and the Settling Defendants agree that the Quebec order approving this Settlement Agreement must include a declaration by the Quebec Court that the Quebec Plaintiff and the Quebec Settlement Class have renounced the benefit of solidarity. The declaration obtained will provide the following:

- (a) the Quebec Plaintiffs and Quebec Settlement Class Members expressly waive and renounce the benefit of solidarity against the Non-Settling Defendants with respect to the facts, deeds or other conduct of the Releasees;
- (b) the Quebec Plaintiffs and Quebec Settlement Class Members shall henceforth only be able to claim and recover damages, including punitive damages, interest and costs (including judicial fees pursuant to the *Code of Civil Procedure*, CQLR c C-25.01, and investigative costs claimed pursuant to section 36 of the *Competition Act*, RSC 1985, c C-34) attributable to the conduct of the Non-Settling Defendants, the sales by the Non-Settling Defendants, and/or other applicable measure of proportionate liability of the Non-Settling Defendants;
- (c) any claims in warranty or any other claim or joinder of parties to obtain any contribution or indemnity from the Releasees or relating to the Released Claims shall be inadmissible and void in the context of the Quebec Actions or any Other Action commenced in Quebec; and
- (d) the ability of Non-Settling Defendants to seek discovery from the Named Settling Defendants shall be determined according to the provisions of the *Code of Civil Procedure*, CQLR c C-25.01, and the Settling Defendants shall retain and reserve all of their rights to oppose such discovery under the *Code of Civil Procedure*, CQLR c C-25.01.

7.3 Claims Against Other Entities Reserved

(1) Except as provided herein, this Settlement Agreement does not settle, compromise, release or limit in any way whatsoever any claim by the Releasors against any Person other than the Releasees.

7.4 Material Term

(1) The Parties acknowledge that the bar orders, waivers, renunciations of solidarity and reservations of rights contemplated in this Section 7 shall be considered a material term of the Settlement Agreement and the failure of any Court to approve the bar orders, waivers, renunciations of solidarity and reservations of rights contemplated herein shall give rise to a right of termination pursuant to Section 5.1 of the Settlement Agreement.

SECTION 8– EFFECT OF SETTLEMENT

8.1 No Admission of Liability

(1) The Plaintiffs and the Releasees expressly reserve all of their rights if the Settlement Agreement is not approved, is terminated, or otherwise fails to take effect for any reason. Further, whether or not the Settlement Agreement is finally approved, is terminated, or otherwise fails to take effect for any reason, this Settlement Agreement and anything contained herein, any and all negotiations, documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be deemed, construed, or interpreted to be an admission of any violation of any statute or law, or of any wrongdoing or liability by the Releasees, or of the truth of any of the claims or allegations contained in the Proceedings, the Related Actions, any Other Actions, or any other pleading filed by the Plaintiffs.

8.2 Agreement Not Evidence

(1) The Parties agree that, whether or not it is finally approved, is terminated, or otherwise fails to take effect for any reason, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be referred to, offered as evidence or received in evidence in any pending or future civil, criminal or administrative action or proceeding, except in a proceeding to approve and/or enforce this

Settlement Agreement, to defend against the assertion of Released Claims, as necessary in any insurance-related proceeding, or as otherwise required by law.

8.3 No Further Litigation

(1) No Class Counsel, nor anyone currently or hereafter employed by or a partner with Class Counsel, may directly or indirectly participate or be involved in or in any way assist with respect to any claim made or action commenced by any Person against the Settling Defendants which relates to or arises from the Released Claims, except in relation to the continued prosecution of the Proceedings and the Related Actions against any Non-Settling Defendants or unnamed co-conspirators that are not Releasees or, if the Proceedings or the Related Actions are not certified or authorized as class proceedings, the continuation of the claims asserted in such Proceedings or the Related Actions on an individual basis or otherwise against any Non-Settling Defendant or unnamed co-conspirator that is not a Releasee. Moreover, Class Counsel or anyone currently or hereafter employed by or a partner with Class Counsel may not divulge to anyone for any purpose any information obtained in the course of the Proceedings or the Related Actions or the negotiation and preparation of this Settlement Agreement, except to the extent such information was, is or becomes otherwise publicly available or unless ordered to do so by a court, and subject to Section 4.2 of this Settlement Agreement, except that such information can be disclosed to Camp Fiorante Matthews Mogergerman LLP and/or Siskinds Desmeules s.e.n.c.r.l, as applicable, to the extent that Camp Fiorante Matthews Mogergerman LLP and/or Siskinds Desmeules s.e.n.c.r.l are assisting Ontario Counsel in the prosecution of those Proceedings or the Related Actions, and Camp Fiorante Matthews Mogergerman LLP and/or Siskinds Desmeules s.e.n.c.r.l agree to keep such information and documents confidential and only use such information and documents for the purpose of providing such assistance.

(2) Section 8.3(1) shall be inoperative to the extent that it is inconsistent with BC Counsel's obligations under Rule 3.2-10 of the Code of Professional Conduct for British Columbia.

SECTION 9– CERTIFICATION OR AUTHORIZATION FOR SETTLEMENT ONLY

(1) The Parties agree that the Proceedings shall be certified or authorized as class proceedings as against the Named Settling Defendants solely for purposes of settlement of the Proceedings and the approval of this Settlement Agreement by the Courts.

(2) The Plaintiffs agree that, in the motions for certification or authorization of the Proceedings as class proceedings for settlement purposes and for the approval of this Settlement Agreement, the only common issues that they will seek to define are the Common Issues and the only classes that they will assert are the Settlement Classes. The Parties agree that the certification or authorization of the Proceedings as against the Named Settling Defendants for the purpose of implementing this Settlement Agreement, shall not derogate in any way from the rights of the Plaintiffs as against the Non-Settling Defendants, except as expressly set out in this Settlement Agreement.

SECTION 10– NOTICE TO SETTLEMENT CLASSES

10.1 Notices Required

(1) The proposed Settlement Classes shall be given a single notice of: (i) the certification or authorization of the Proceedings as class proceedings as against the Named Settling Defendants for settlement purposes; (ii) the right to opt out of the Plastic Interior Trim Proceedings and Related Actions, to the extent applicable; (iii) the hearings at which the Courts will be asked to approve the Settlement Agreement; (iv) the proposed allocation of the Settlement Amount as between the Settlement Classes; and (v) if they are brought with the hearings to approve the Settlement Agreement, the hearings to approve Class Counsel Fees and Class Counsel Disbursements.

(2) If this Settlement Agreement is not approved, is terminated, or otherwise fails to take effect, the proposed Settlement Classes shall be given notice of such event.

10.2 Form and Distribution of Notices

(1) The notices shall be in a form agreed upon by the Parties and approved by the Courts or, if the Parties cannot agree on the form of the notices, the notices shall be in a form ordered by the Courts.

(2) The notices shall be disseminated by a method agreed upon by the Parties and approved by the Courts or, if the Parties cannot agree on a method for disseminating the notices, the notices shall be disseminated by a method ordered by the Courts.

SECTION 11– ADMINISTRATION AND IMPLEMENTATION

11.1 Mechanics of Administration

(1) Except to the extent provided for in this Settlement Agreement, the mechanics of the implementation and administration of this Settlement Agreement shall be determined by the Courts on motions brought by Class Counsel.

11.2 Information and Assistance

(1) The Settling Defendants will make reasonable efforts to provide to Class Counsel a list of the names and addresses (including any relevant email addresses) of Persons in Canada who purchased Alleged Parts for installation into Subject Vehicles from the Settling Defendants during the Class Period and the Purchase Price paid by each such Person for such purchases, to the extent such information is reasonably available and to the extent not previously provided. The information shall be delivered in Microsoft Excel format or such other format as may be agreed upon by Counsel for the Settling Defendants and Class Counsel, and shall be delivered as a separate production from the documents to be delivered pursuant to Section 4.1 or identified by bates number as part of the production of documents to be delivered pursuant to Section 4.1.

(2) The name and address information and Purchase Price information required by Section 11.2(1) shall be delivered to Class Counsel within thirty (30) days of the Date of Execution, but no later than ten (10) days after the orders required by Section 2.2(1) have been obtained, or at a time mutually agreed upon by the Parties. The Purchase Price information required by Section 11.2(1) shall be delivered to Class Counsel within sixty (60) days of the Effective Date, or at a time mutually agreed upon by the Parties.

(3) Class Counsel may use the information provided under Section 11.2(1):

- (a) to facilitate the dissemination of the notices required in Section 10.1;
- (b) to advise Persons in Canada who purchased the Alleged Parts from the Settling Defendants during the Class Period of any subsequent settlement agreement reached in the Proceedings or the Related Actions, any related approval hearings, and any other major steps in the Proceedings or the Related Actions;

- 43 -

- (c) to facilitate the claims administration process with respect to this Settlement Agreement and any other settlement agreement(s) achieved or court awards issued in the Proceedings or the Related Actions; and
- (d) as otherwise authorized in Section 4.

(4) All information provided by the Settling Defendants pursuant to Section 11.2(1) shall be dealt with in accordance with Section 4, except that Class Counsel may disclose all information provided by the Settling Defendants pursuant to Section 11.2(1) to any Court-appointed notice provider and/or the Claims Administrator, to the extent reasonably necessary for the purposes enumerated in Section 11.2(3). Any Court-appointed notice provider and/or the Claims Administrator shall be bound by the same confidentiality obligations set out in Section 4. If this Settlement Agreement is not approved, is terminated, or otherwise fails to take effect for any reason, all information provided by the Settling Defendants pursuant to Section 11.2(1) shall be dealt with in accordance with Section 5.2(1)(d) and no record of the information so provided shall be retained by Class Counsel, any Court-appointed notice provider and/or the Claims Administrator in any form whatsoever.

(5) The Settling Defendants will make themselves reasonably available to respond to questions respecting the information provided pursuant to Section 11.2(1) from Class Counsel or any Court-appointed notice provider and/or the Claims Administrator. The Settling Defendants' obligations to make themselves reasonably available to respond to questions as particularized in this Section shall not be affected by the release provisions contained in Section 6 of this Settlement Agreement. Unless this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason, the Settling Defendants' obligations to cooperate pursuant to this Section 11.2 shall cease when the Proceedings and the Related Actions are resolved as against all Defendants and all settlement funds or court awards have been distributed.

(6) The Settling Defendants shall bear no liability with respect to the completeness or accuracy of the information provided pursuant to this Section 11.2.

SECTION 12– DISTRIBUTION OF THE SETTLEMENT AMOUNT AND ACCRUED INTEREST

12.1 Distribution Protocol

(1) At a time wholly within the discretion of Class Counsel, but on notice to the Settling Defendants, Class Counsel will bring motions seeking orders from the Courts approving the Distribution Protocol. The motions can be brought before the Effective Date, but the orders approving the Distribution Protocol shall be conditional on the Effective Date occurring.

(2) The Distribution Protocol shall require Settlement Class Members seeking compensation to give credit for any compensation received through other proceedings or in private out-of-class settlements, unless by such proceedings or private out-of-class settlements the Settlement Class Member's claim was released in its entirety, in which case the Settlement Class Member shall be deemed ineligible for any further compensation.

(3) In addition, the Distribution Protocol shall treat residents of Quebec in the equivalent manner to residents elsewhere in Canada and must comply with the requirements of Quebec law, including in respect of remittances to the Fonds d'aide aux actions collectives and in case of any remaining balance to be allocated *cy pres* to one or more recipients to be approved by the Ontario Court, *The Act Respecting the Fonds d'aide aux actions collectives*, CQLR c F-3.2.0.1.1 will apply to the portion of any remaining balance, if any, attributable to Quebec Class Members.

(4) The notice advising Settlement Class Members of the hearing to approve the Distribution Protocol must provide that Quebec residents wishing to object to the Distribution Protocol will be permitted to present submissions on the Distribution Protocol before the competent Court(s) and inform them of the procedure to do so.

12.2 No Responsibility for Administration or Fees

(1) Except as otherwise provided for in this Settlement Agreement, the Settling Defendants shall not have any responsibility, financial obligations or liability whatsoever with respect to the administration of the Settlement Agreement or the investment, distribution or administration of monies in the Trust Account including, but not limited to Administration Expenses.

SECTION 13– CLASS COUNSEL FEES, DISBURSEMENTS AND ADMINISTRATION EXPENSES

13.1 Responsibility for Fees, Disbursements and Taxes

(1) The Settling Defendants shall not be liable for any Class Counsel Fees, Class Counsel Disbursements, or taxes of any of the lawyers, experts, advisors, agents, or representatives retained by Class Counsel, the Plaintiffs or the Settlement Class Members, any amounts to which the Fonds d'aide aux actions collectives in Quebec may be entitled, or any lien of any Person on any payment to any Settlement Class Member from the Settlement Amount.

13.2 Responsibility for Costs of Notices and Translation

(1) Siskinds LLP shall pay the costs of the notices required by Section 10 and any costs of translation required by Section 14.11 from the Trust Account, as they become due. Subject to Section 5.3, the Releasees shall not have any responsibility for the costs of the notices or translation.

13.3 Court Approval for Class Counsel Fees and Disbursements

(1) Class Counsel may seek the Courts' approval to pay Class Counsel Disbursements and Class Counsel Fees contemporaneous with seeking approval of this Settlement Agreement. Class Counsel Disbursements and Class Counsel Fees shall be reimbursed and paid solely out of the Trust Account after the Effective Date. Except as provided herein, Administration Expenses may only be paid out of the Trust Account after the Effective Date. No other Class Counsel Disbursements or Class Counsel Fees shall be paid from the Trust Account prior to the Effective Date.

SECTION 14– MISCELLANEOUS

14.1 Motions for Directions

(1) Class Counsel or the Settling Defendants may apply to the Courts as may be required for directions in respect of the interpretation, implementation and administration of this Settlement Agreement. Unless the Courts order otherwise, motions for directions that do not relate to matters specifically affecting the BC Actions or the Quebec Actions shall be determined by the Ontario Court.

(2) All motions contemplated by this Settlement Agreement shall be on notice to the Parties, except for those applications concerned solely with the implementation and administration of the Distribution Protocol.

14.2 Headings, etc.

(1) In this Settlement Agreement:

- (a) the division of the Settlement Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Settlement Agreement; and
- (b) the terms “this Settlement Agreement,” “hereof,” “hereunder,” “herein,” and similar expressions refer to this Settlement Agreement and not to any particular section or other portion of this Settlement Agreement.

14.3 Computation of Time

(1) In the computation of time in this Settlement Agreement, except where a contrary intention appears,

- (a) where there is a reference to a number of days between two events, the number of days shall be counted by excluding the day on which the first event happens and including the day on which the second event happens, including all calendar days; and
- (b) only in the case where the time for doing an act expires on a holiday as “holiday” is defined in the *Rules of Civil Procedure*, RRO 1990, Reg 194, the act may be done on the next day that is not a holiday.

14.4 Ongoing Jurisdiction

(1) Each of the Courts shall retain exclusive jurisdiction over the Proceedings commenced in its jurisdiction, and the Parties and the Class Counsel Fees in that Proceeding.

(2) No Party shall ask a Court to make any order or give any direction in respect of any matter of shared jurisdiction unless that order or direction is conditional upon a complementary order or

direction being made or given by the other Court(s) with which it shares jurisdiction over that matter.

(3) Notwithstanding Sections 14.4(1) and 14.4(2), the Ontario Court shall exercise jurisdiction with respect to implementation, administration, interpretation and enforcement of the terms of this Settlement Agreement, and the Plaintiffs, Settlement Class Members and Settling Defendants attorn to the jurisdiction of the Ontario Court for such purposes. Issues related to the administration of this Settlement Agreement, the Trust Account, and other matters not specifically related to the BC Actions or the Quebec Actions shall be determined by the Ontario Court.

14.5 Governing Law

(1) Subject to Section 14.5(2), this Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

(2) Notwithstanding Section 14.5(1), for matters relating specifically to the BC or Quebec Actions, the BC or Quebec Court, as applicable, shall apply the law of its own jurisdiction and the laws of Canada applicable therein.

14.6 Entire Agreement

(1) This Settlement Agreement constitutes the entire agreement among the Parties, and supersedes all prior and contemporaneous understandings, undertakings, negotiations, representations, promises, agreements, agreements in principle and memoranda of understanding in connection herewith. None of the Parties will be bound by any prior obligations, conditions or representations with respect to the subject matter of this Settlement Agreement, unless expressly incorporated herein.

14.7 Amendments

(1) This Settlement Agreement may not be modified or amended except in writing and on consent of all Parties hereto, and any such modification or amendment must be approved by the Court with jurisdiction over the matter to which the amendment relates.

14.8 Binding Effect

(1) This Settlement Agreement shall be binding upon, and enure to the benefit of, the Plaintiffs, the Settlement Class Members, the Settling Defendants, the Releasors, the Releasees and all of their successors and assigns. Without limiting the generality of the foregoing, each and every covenant and agreement made herein by the Plaintiffs shall be binding upon all Releasors and each and every covenant and agreement made herein by the Settling Defendants shall be binding upon all of the Releasees.

14.9 Counterparts

(1) This Settlement Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and a facsimile or electronic signature shall be deemed an original signature for purposes of executing this Settlement Agreement.

14.10 Negotiated Agreement

(1) This Settlement Agreement has been the subject of negotiations and discussions among the undersigned, each of which has been represented and advised by competent counsel, so that any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement shall have no force and effect. The Parties further agree that the language contained in or not contained in previous drafts of this Settlement Agreement, or any agreement in principle, shall have no bearing upon the proper interpretation of this Settlement Agreement.

14.11 Language

(1) The Parties acknowledge that they have required and consented that this Settlement Agreement and all related documents be prepared in English; *les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais*. Nevertheless, if required to by a Court, Class Counsel and/or a translation firm selected by Class Counsel shall prepare a French translation of the Settlement Agreement, the cost of which shall be paid from the Settlement Amount. In the event of any dispute as to the interpretation or application of this Settlement Agreement, only the English version shall govern.

14.12 Transaction

(1) The present Settlement Agreement constitutes a transaction in accordance with Articles 2631 and following of the *Civil Code of Quebec*, and the Parties are hereby renouncing any errors of fact, of law and/or of calculation.

14.13 Recitals

(1) The recitals to this Settlement Agreement are true and form part of the Settlement Agreement.

14.14 Schedules

(1) The schedules annexed hereto form part of this Settlement Agreement.

14.15 Acknowledgements

(1) Each of the Parties hereby affirms and acknowledges that:

- (a) he, she or a representative of the Party with the authority to bind the Party with respect to the matters set forth herein has read and understood the Settlement Agreement;
- (b) the terms of this Settlement Agreement and the effects thereof have been fully explained to him, her or the Party's representative by his, her or its counsel;
- (c) he, she or the Party's representative fully understands each term of the Settlement Agreement and its effect; and
- (d) no Party has relied upon any statement, representation or inducement (whether material, false, negligently made or otherwise) of any other Party, beyond the terms of the Settlement Agreement, with respect to the first Party's decision to execute this Settlement Agreement.

14.16 Authorized Signatures

(1) Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Settlement Agreement on behalf of the Parties identified above their respective signatures and their law firms.

14.17 Notice

(1) Where this Settlement Agreement requires a Party to provide notice or any other communication or document to another Party, such notice, communication or document shall be provided by email, facsimile or letter by overnight delivery to the representatives for the Party to whom notice is being provided, as identified below:

For the Plaintiffs and for Class Counsel in the Proceedings:

Charles M. Wright and Linda Visser
SISKINDS LLP
Barristers and Solicitors
680 Waterloo Street
London, ON N6A 3V8
Tel: 519.672.2121
Fax: 519.672.6065
Email: charles.wright@siskinds.com
linda.visser@siskinds.com

David Sterns and Jean Marc Leclerc
SOTOS LLP
Barristers and Solicitors
180 Dundas Street West, Suite 1250
Toronto, ON M5G 1Z8
Tel: 416.977.0007
Fax: 416.977.0717
Email: dsterns@sotosllp.com
jleclerc@sotosllp.com

David Jones
CAMP FIORANTE MATTHEWS
MOGERMAN LLP
4th Floor, 856 Homer St.
Vancouver, BC V6B 2W5
Tel: 604.689.7555
Fax: 604.689.7554
Email: djones@cfmlawyers.ca

Caroline Perrault and Karim Diallo
SISKINDS DESMEULES s.e.n.c.r.l.
Les promenades du Vieux-Quebec
43 rue Buade, bureau 320
Quebec City, QC GIR 4A2
Tel: 418.694.2009
Fax: 418.694.0281
Email: caroline.perrault@siskindsdesmeules.com
karim.diallo@siskindsdesmeules.com

For the Settling Defendants:

Michael I. Binetti
AFFLECK GREENE MCMURTRY LLP
365 Bay Street, Suite 200
Toronto, ON M5H 2V1
Tel: 416.360.0777
Fax: 416.360.0777
Email: mbinetti@agmlawyers.com

14.18 Date of Execution

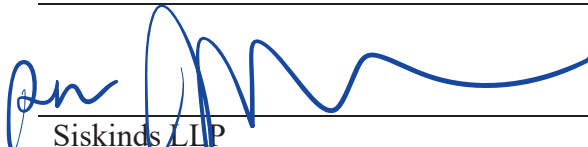
(1) The Parties have executed this Settlement Agreement as of the date on the cover page.

FADY SAMAHA and **JORDAN RAMSAY** on their own behalf and on behalf of the Ontario Settlement Classes that they propose to represent, by their counsel

Name of Authorized Signatory:

Linda Visser

Signature of Authorized Signatory:

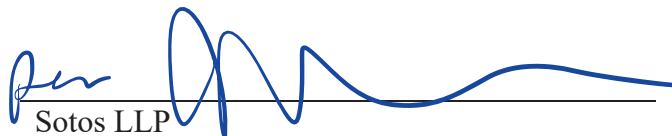

 Siskinds LLP
 Ontario Counsel

SHERIDAN CHEVROLET CADILLAC LTD. and **THE PICKERING AUTO MALL LTD.** on their own behalf and on behalf of the Ontario Settlement Classes that they propose to represent, by their counsel

Name of Authorized Signatory:

Jean-Marc Leclerc

Signature of Authorized Signatory:



 Sotos LLP
 Ontario Counsel

DARREN EWERT on his own behalf and on behalf of the BC Settlement Classes that he proposes to represent, by his counsel

Name of Authorized Signatory:

David Jones

Signature of Authorized Signatory:

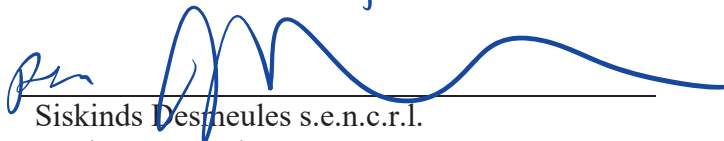

 Camp Fiorante Matthews Mogeran LLP
 BC Counsel

SERGE ASSELIN and **GAËTAN ROY** on their own behalf and on behalf of the Quebec Settlement Classes that they propose to represent, by their counsel

Name of Authorized Signatory:

Charles Wright

Signature of Authorized Signatory:

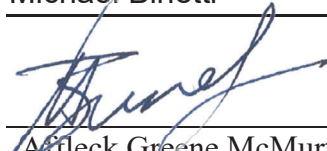

 Siskinds Desmeules s.e.n.c.r.l.
 Quebec Counsel

CALSONIC KANSEI CORPORATION and CALSONIC KANSEI NORTH AMERICA, INC. by their counsel

Name of Authorized Signatory:

Michael Binetti

Signature of Authorized Signatory:



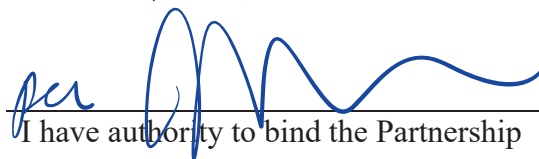
Affleck Greene McMurtry LLP
Counsel for the Settling Defendants

CAMP FIORANTE MATTHEWS MOGERMAN LLP

Per: David Jones

Name:

Title:



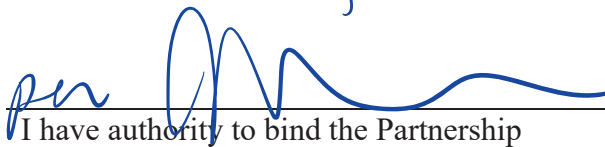
I have authority to bind the Partnership

SISKINDS DESMEULES s.e.n.c.r.l.

Per: Charles Wright

Name:

Title:



I have authority to bind the Partnership

SCHEDULE “A”
PROCEEDINGS, RELATED ACTIONS, SETTLEMENT CLASSES AND COMMON ISSUES

Court and File No.	Part	Plaintiffs’ Counsel	Plaintiff(s)	Defendants	Settlement Classes	Common Issues	Class Period
Ontario Actions							
Ontario Superior Court of Justice Court File No. CV-14-506637-00CP	Air Conditioning Systems	Siskinds LLP and Sotos LLP	Sheridan Chevrolet Cadillac Ltd., The Pickering Auto Mall Ltd., Fady Samaha, and Jordan Ramsay	Valeo S.A., Valeo Incorporated, Valeo Japan Co., Ltd., Valeo Climate Control Corp., Valeo Compressor North America, Inc., Valeo Electrical Systems, Inc., Mitsubishi Heavy Industries Ltd., Mitsubishi Heavy Industries Climate Control Inc., DENSO Corporation, DENSO International America, Inc., DENSO Manufacturing Canada, Inc., DENSO Sales Canada, Inc., Calsonic Kansei Corporation, Calsonic Kansei North America, Inc., Sanden Holdings	All Persons in Canada who, during the Class Period, (a) purchased, directly or indirectly, an Air Conditioning System; and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing an Air Conditioning System; and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing an Air Conditioning System. Excluded Persons and Persons who are included in the BC Settlement Class are excluded from the Ontario Settlement Class.	Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Air Conditioning Systems in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?	January 1, 2001 to December 10, 2019

- 2 -

Court and File No.	Part	Plaintiffs' Counsel	Plaintiff(s)	Defendants	Settlement Classes	Common Issues	Class Period
				Corporation, Sanden International (USA) Inc., Sanden Automotive Climate Systems Corporation, Sanden Automotive Components Corporation, MAHLE Behr GmbH & CO. KG, MAHLE Behr USA Inc., Panasonic Corporation, Panasonic Corporation of North America and Panasonic Canada, Inc.			

Court and File No.	Part	Plaintiffs' Counsel	Plaintiff(s)	Defendants	Settlement Classes	Common Issues	Class Period
Ontario Superior Court of Justice Court File No. CV-14-506644-00CP	Automatic Transmission Fluid Warmers and Oil Coolers	Siskinds LLP and Sotos LLP	Sheridan Chevrolet Cadillac Ltd., Pickering Auto Mall Ltd., and Fady Samaha	T. Rad Co., Ltd., T. Rad North America Inc., Denso Corporation, Denso International America Inc., Denso Manufacturing Canada, Inc., Denso Sales Canada, Inc., Calsonic Kansei Corporation, and Calsonic Kansei North America, Inc.	All Persons in Canada who, during the Class Period, (a) purchased, directly or indirectly, an Automatic Transmission Fluid Warmer and/or Oil Cooler; and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing an Automatic Transmission Fluid Warmer and/or Oil Cooler; and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing an Automatic Transmission Fluid Warmer and/or Oil Cooler. Excluded Persons are excluded from the Ontario Settlement Class.	Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Automatic Transmission Fluid Warmers and/or Oil Coolers in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?	November 1, 2002 to August 30, 2017

Court and File No.	Part	Plaintiffs' Counsel	Plaintiff(s)	Defendants	Settlement Classes	Common Issues	Class Period
Ontario Superior Court of Justice Court File No. CV-12-449233-00CP	Heater Control Panels	Siskinds LLP and Sotos LLP	Sheridan Chevrolet Cadillac Ltd., Pickering Auto Mall Ltd., and Fady Samaha	Denso Corporation, Denso International America Inc., Denso Manufacturing Canada, Inc., Denso Sales Canada, Inc., Tokai Rika Co., Ltd., TRAM, Inc., TRIN, Inc. Calsonic Kansei Corporation, Calsonic Kansei North America, Inc., Sumitomo Electric Industries Ltd., Sumitomo Wiring Systems Ltd., Sumitomo Electric Wiring Systems Inc., Sumitomo Electric Wintec America, Inc., Sumitomo Wiring Systems (U.S.A.) Inc., K&S Wiring Systems, Inc., Alps Electric Co., Ltd., Alps Electric (North America), Inc., and Alps Automotive Inc.	All Persons in Canada who, during the Class Period, (a) purchased, directly or indirectly, a Heater Control Panel; and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing a Heater Control Panel; and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing a Heater Control Panel. Excluded Persons and Persons who are included in the Quebec Settlement Class and the BC Settlement Class are excluded from the Ontario Settlement Class.	Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Heater Control Panels in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?	January 1, 2000 to November 2, 2016

Court and File No.	Part	Plaintiffs' Counsel	Plaintiff(s)	Defendants	Settlement Classes	Common Issues	Class Period
Ontario Superior Court of Justice Court File No. CV-12-449238-00CP	Instrument Panel Clusters	Siskinds LLP and Sotos LLP	Sheridan Chevrolet Cadillac Ltd., The Pickering Auto Mall Ltd., and Fady Samaha	Nippon Seiki Co., Ltd., N.S. International, Ltd., New Sabina Industries, Inc., Calsonic Kansei Corporation, Calsonic Kansei North America, Inc., Continental AG, Continental Automotive Systems Inc., Continental Tire Canada, Inc. (formerly known as Continental Automotive Canada, Inc.), Denso Corporation, Denso International America, Inc., Denso Manufacturing Canada, Inc., Denso Sales Canada, Inc., Continental Automotive Electronics LLC, and Continental Automotive Korea Ltd.	All Persons in Canada who, during the Class Period, (a) purchased, directly or indirectly, an Instrument Panel Cluster; and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing an Instrument Panel Cluster; and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing an Instrument Panel Cluster.	Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Instrument Panel Clusters in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?	January 1, 1998 to December 9, 2015

Court and File No.	Part	Plaintiffs' Counsel	Plaintiff(s)	Defendants	Settlement Classes	Common Issues	Class Period
Ontario Superior Court of Justice Court File No. CV-16-549733-00CP	Plastic Interior Trim	Siskinds LLP and Sotos LLP	Sheridan Chevrolet Cadillac Ltd., The Pickering Auto Mall Ltd., and Fady Samaha	Calsonic Kansei Corporation, Calsonic Kansei North America, Inc., INOAC Corporation, INOAC USA, Inc., INOAC Interior Systems LLC, Springfield Interior Trim, LLC, INOAC Interior Systems LP, Blenheim Interior Trim, LLP, INOAC Canada Limited, Intertec Systems, Adient Seating Canada LP, Toyoda Gosei Co., Ltd., Toyoda Gosei North America Corporation, TG Missouri Corporation, and TG Minto Corporation	All Persons in Canada who, during the Class Period, (a) purchased, directly or indirectly, Plastic Interior Trim; and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing Plastic Interior Trim; and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing Plastic Interior Trim. Excluded Persons and Persons who are included in the BC Settlement Class are excluded from the Ontario Settlement Class.	Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, or stabilize the prices of Plastic Interior Trim in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?	June 1, 2004 to June 2, 2020

Court and File No.	Part	Plaintiffs' Counsel	Plaintiff(s)	Defendants	Settlement Classes	Common Issues	Class Period
Ontario Superior Court of Justice Court File No. CV-13-478182-00CP	Radiators	Siskinds LLP and Sotos LLP	Fady Samaha	Denso Corporation, Denso International America Inc., Denso Manufacturing Canada, Inc., Denso Sales Canada, Inc., Calsonic Kansei Corporation and Calsonic Kansei North America, Inc.	All Persons in Canada who, during the Class Period, (a) purchased, directly or indirectly, a Radiator; and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing a Radiator. Excluded Persons and Persons who are included in the Quebec Settlement Class and the BC Settlement Class are excluded from the Ontario Settlement Class.	Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Radiators in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?	June 1, 2000 to August 30, 2017
Ontario Related Action							
Ontario Superior Court of Justice Court File No. 19-00628041-00CP	Plastic Interior Trim	Siskinds LLP and Sotos LLP	Sheridan Chevrolet Cadillac Ltd., The Pickering Auto Mall Ltd., and Fady Samaha	Adient PLC and Johnson Controls International PLC	Not applicable	Not applicable	Not applicable

Court and File No.	Part	Plaintiffs' Counsel	Plaintiff(s)	Defendants	Settlement Classes	Common Issues	Class Period
BC Actions							

Court and File No.	Part	Plaintiffs' Counsel	Plaintiff(s)	Defendants	Settlement Classes	Common Issues	Class Period
British Columbia Supreme Court File No. S-137598 (Vancouver Registry)	Air Conditioning Systems	Camp Fiorante Mathews Mogerman	Darren Ewert	Denso Corp., Denso International America, Inc., Techma Corporation, Denso Manufacturing Canada, Inc., Denso Sales Canada, Inc., TD Automotive Compressor Georgia LLC; Mitsubishi Heavy Industries, Ltd., MHI Energy & Services Co., Ltd., Shimryo Corporation, Mitsubishi Heavy Industries Automotive Thermal Systems Co., Ltd., Valeo SA, Valeo Japan Co. Ltd., Valeo Inc., Calsonic Kansei Corporation, Calsonic Kansei North America, Inc., MAHLE Behr GmbH & Co. KG / <i>aka</i> Behr GmbH & Co. KG; MAHLE Behr USA Inc. / <i>aka</i> Behr America Inc.	All Persons in British Columbia who, during the Class Period, (a) purchased, directly or indirectly, an Air Conditioning System; and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing an Air Conditioning System; and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing an Air Conditioning System. Excluded Persons and Persons who are included in the Ontario Settlement Class are excluded from the BC Settlement Class.	Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Air Conditioning Systems in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?	January 1, 2001 to December 10, 2019

Court and File No.	Part	Plaintiffs' Counsel	Plaintiff(s)	Defendants	Settlement Classes	Common Issues	Class Period
British Columbia Supreme Court File No. S-132957 (Vancouver Registry)	Heater Control Panels	Camp Fiorante Mathews Mogerman	Darren Ewert	Denso Corp., Denso International America, Inc., Denso Manufacturing Canada, Inc., Denso Sales Canada, Inc., Tokai Rika Co., Ltd., TRAM, Inc., TRIN, Inc., Calsonic Kansei Corporation, Calsonic Kansei North America, Inc., Sumitomo Electric Industries Ltd., Sumitomo Wiring Systems Ltd., Sumitomo Electric Wiring Systems Inc., Sumitomo Electric Wintec America, Inc., Sumitomo Wiring Systems (U.S.A.) Inc., K&S Wiring Systems, Inc. Alps Electric Co., Ltd., Alps Electric (North America), Inc., Alps Automotive Inc.	All Persons in British Columbia who, during the Class Period, (a) purchased, directly or indirectly, a Heater Control Panel; and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing a Heater Control Panel; and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing a Heater Control Panel. Excluded Persons and Persons who are included in the Quebec Settlement Class and the Ontario Settlement Class are excluded from the BC Settlement Class.	Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Heater Control Panels in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?	January 1, 2000 to November 2, 2016

Court and File No.	Part	Plaintiffs' Counsel	Plaintiff(s)	Defendants	Settlement Classes	Common Issues	Class Period
British Columbia Supreme Court File No. S-132961 (Vancouver Registry)	Instrument Panel Clusters	Camp Fiorante Matthews Mogerman	Darren Ewert	Denso Corporation, Denso International America, Inc., Denso Manufacturing Canada, Inc., Denso Sales Canada, Inc., Yazaki Corporation, Yazaki North America, Inc., Nippon Seiki Co., Ltd., N.S. International, Ltd., New Sabina Industries, Inc., Calsonic Kansei Corporation, Calsonic Kansei North America, Inc., Continental AG, Continental Automotive Systems US, Inc., Faurecia SA, Faurecia Automotive Holdings SAS, Faurecia USA Holdings Inc., Johnson Controls, Inc.	All Persons in British Columbia who, during the Class Period, (a) purchased, directly or indirectly, an Instrument Panel Cluster; and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing an Instrument Panel Cluster; and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing an Instrument Panel Cluster. Excluded Persons and Persons who are included in the Quebec Settlement Class and the Ontario Settlement Class are excluded from the BC Settlement Class.	Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Instrument Panel Clusters in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?	January 1, 1998 to December 9, 2015

Court and File No.	Part	Plaintiffs' Counsel	Plaintiff(s)	Defendants	Settlement Classes	Common Issues	Class Period
British Columbia Supreme Court File No. S-191336 (Vancouver Registry)	Plastic Interior Trim	Camp Fiorante Matthews Mogerman	Darren Ewert	Calsonic Kansei Corporation, Calsonic Kansei North America, Inc., INOAC Corporation, INOAC USA, Inc., INOAC Interior Systems LLC, Springfield Interior Trim, LLC, INOAC Interior Systems LP, Blenheim Interior Trim, LLP, Toyota Gosei Co., Ltd., Toyoda Gosei North America Corporation, TG Missouri Corporation, and TG Minto Corporation	All Persons in British Columbia who, during the Class Period, (a) purchased, directly or indirectly, Plastic Interior Trim; and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing Plastic Interior Trim; and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing Plastic Interior Trim. Excluded Persons and Persons who are included in the Ontario Settlement Class are excluded from the BC Settlement Class.	Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, or stabilize the prices of Plastic Interior Trim in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?	June 1, 2004 to the date of the order certifying the Ontario Action against the relevant Settling Defendants for settlement purposes.

Court and File No.	Part	Plaintiffs' Counsel	Plaintiff(s)	Defendants	Settlement Classes	Common Issues	Class Period
British Columbia Supreme Court File No. S-135610 (Vancouver Registry)	Radiators	Camp Fiorante Matthews Mogerman	Darren Ewert	Denso Corporation, Denso International America Inc., Denso Manufacturing Canada, Inc., Denso Sales Canada, Inc., Calsonic Kansei Corporation, Calsonic Kansei North America, Inc., T. Rad Co., Ltd., and T. Rad North America Inc.	All Persons in British Columbia who, during the Class Period, (a) purchased, directly or indirectly, a Radiator; and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing a Radiator; and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing a Radiator. Excluded Persons and Persons who are included in the Quebec Settlement Class and the Ontario Settlement Class are excluded from the BC Settlement Class.	Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Radiators in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?	June 1, 2000 to August 30, 2017
BC Related Action							
British Columbia Supreme Court File No. S170745 (Vancouver Registry)	Air Conditioning Systems	Camp Fiorante Matthews Mogerman	Darren Ewert	Panasonic Corporation, Panasonic Corporation of North America, Panasonic Canada, Inc., Sanden Corporation, Sanden Automotive Components	Not applicable	Not applicable	Not applicable

Court and File No.	Part	Plaintiffs' Counsel	Plaintiff(s)	Defendants	Settlement Classes	Common Issues	Class Period
				Corporation, Sanden Automotive Climate Systems Corporation and Sanden International (U.S.A.), Inc.			
British Columbia Supreme Court File No. S1610470 (Vancouver Registry)	Instrument Panel Clusters	Camp Fiorante Matthews Mogerman	Darren Ewert	Continental Automotive Electronics LLC and Continental Automotive Korea Ltd.	Not applicable	Not applicable	Not applicable
British Columbia Supreme Court File No. SI 913741 (Vancouver Registry)	Plastic Interior Trim	Camp Fiorante Matthews Mogerman	Darren Ewert	INOAC Canada Limited, Intertec Systems, Adient PLC, Adient Seating Canada LP, and Johnson Controls International PLC	Not applicable	Not applicable	Not applicable
Quebec Actions							
Superior Court of Quebec (district of Québec), File No. 200-06-000144-124	Heater Control Panels	Siskinds, Desmeules	Gaëtan Roy	Denso Corporation, Denso International America, Inc., Denso Manufacturing Canada, Inc., Denso Sales Canada, Inc., Tokai Rika Co., Ltd., TRAM, Inc.,	All Persons in Quebec who, during the Class Period, (a) purchased, directly or indirectly, a Heater Control Panel; and/or (b) purchased or leased, directly or indirectly, a new or used Automotive	Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Heater Control Panels in Canada and/or elsewhere during the Class Period? If so, what damages, if	January 1, 2000 to November 2, 2016

Court and File No.	Part	Plaintiffs' Counsel	Plaintiff(s)	Defendants	Settlement Classes	Common Issues	Class Period
				<p>TRMI, Inc., TRIN, Inc., Calsonic Kansei Corporation, Calsonic Kansei North America, Inc., Sumitomo Electric Industries, Ltd., Sumitomo Wiring Systems, Ltd., Sumitomo Electric Wiring Systems, Inc., Sumitomo Wiring Systems (U.S.A.), Inc., Alps Electric Co., Ltd., Alps Electric (North America), Inc., and Alps Automotive, Inc.</p>	<p>Vehicle containing a Heater Control Panel; and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing a Heater Control Panel. Excluded Persons and Persons who are included in the BC Settlement Class and the Ontario Settlement Class are excluded from the Quebec Settlement Class.</p>	<p>any, did Settlement Class Members suffer?</p>	
<p>Superior Court of Quebec (district of Québec), File No. 200-06-000145-121</p>	<p>Instrument Panel Clusters</p>	<p>Siskinds, Desmeules</p>	<p>Serge Asselin</p>	<p>Yazaki Corporation, Yazaki North America Inc., Nippon Seiki Co., Ltd., N.S. International Ltd., New Sabina Industries, Inc., Calsonic Kansei Corporation, Calsonic Kansei North America, Inc., Continental AG, Continental Automotive</p>	<p>All Persons in Quebec who, during the Class Period, (a) purchased, directly or indirectly, an Instrument Panel Cluster; and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing an Instrument Panel Cluster; and/or (c) purchased for import into Canada, a new or</p>	<p>Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Instrument Panel Clusters in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?</p>	<p>January 1, 1998 to December 9, 2015</p>

Court and File No.	Part	Plaintiffs' Counsel	Plaintiff(s)	Defendants	Settlement Classes	Common Issues	Class Period
Superior Court of Quebec (district of Québec), File No. 200-06-000160-138	Radiators	Siskinds, Desmeules	M. Gaëtan Roy	Systems US, Inc., Continental Tire Canada, Inc. (formerly known as Continental Automotive Canada, Inc.), Continental Automotive Electronics LLC, Continental Automotive Korea, Ltd., Denso Corporation, Denso International America Inc., Denso Manufacturing Canada Inc. and Denso Sales Canada Inc.	used Automotive Vehicle containing an Instrument Panel Cluster. Excluded Persons and Persons who are included in the BC Settlement Class and the Ontario Settlement Class are excluded from the Quebec Settlement Class.		June 1, 2000 to August 30, 2017
				Denso Corporation, Denso International America, Inc., Denso Manufacturing Canada Inc., Denso Sales Canada, Inc., Calsonic Kansei Corporation, Calsonic Kansei North America, Inc., T.Rad Co., Ltd. and T.Rad North America, Inc.	All Persons in Quebec who, during the Class Period, (a) purchased, directly or indirectly, a Radiator; and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing a Radiator; and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing a Radiator. Excluded	Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Radiators in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?	

- 17 -

Court and File No.	Part	Plaintiffs' Counsel	Plaintiff(s)	Defendants	Settlement Classes	Common Issues	Class Period
					Persons and Persons who are included in the BC Settlement Class and the Ontario Settlement Class are excluded from the Quebec Settlement Class.		

**SCHEDULE “B”
ALLEGED PARTS**

Part	Definition
Air Conditioning Systems	Air Conditioning Systems are systems that cool the interior environment of an Automotive Vehicle and are part of an Automotive Vehicle’s thermal system. An Air Conditioning System may include, to the extent included in the relevant request for quotation, compressors, condensers, HVAC units (blower motors, actuators, flaps, evaporators, heater cores, and filters embedded in a plastic housing), control panels, sensors, and associated hoses and pipes.
Automatic Transmission Fluid Warmers and Oil Coolers	ATF Warmers are devices located within an Automotive Vehicle’s engine that improve fuel economy by warming transmission fluid to lower its viscosity, allowing the transmission fluid to flow more easily. For the purpose of this Settlement Agreement, the term ATF Warmers includes Oil Coolers. Oil Coolers are devices located within an Automotive Vehicle’s engine that that remove surplus heat from the engine oil.
Heater Control Panels	Heater Control Panels are located in the centre console of an Automotive Vehicle. Heater Control Panels consist of operational panels incorporating buttons and switches which control the temperature of the interior environment of an Automotive Vehicle.
Instrument Panel Clusters	Instrument Panel Clusters, also known as meters, are the mounted array of instruments and gauges housed in front of the driver of an Automotive Vehicle.
Plastic Interior Trim	Plastic Interior Trim means molded trim parts made from plastics, polymers, elastomers and/or resins manufactured and/or sold for installation in the interiors of Automotive Vehicles.
Radiators	Radiator are devices that cool Automotive Vehicle engines and help prevent the engines from overheating. Radiators are a form of heat exchanger constructed from thin-walled tubes, and usually filled with a combination of water and antifreeze, which extracts heat from inside the engine block. Radiators indirectly expose coolant, heated by traveling through the engine block, to cool air as the vehicle moves. For the purposes of this Settlement Agreement, the term Radiators includes the following components, to the extent that they were procured as part of an assembly that includes a Radiator: fans, fan motors, hoses, pumps, covers, shrouds, thermostats, and expansion tanks.

- 2 -

[INSERT AND WHEREAS a parallel class proceeding relating to the pricing of Plastic Interior Trim was commenced under Court File No. CV-19-00628041-00CP (the “Related Action”) and is being case managed with the Ontario Action;]¹

AND ON BEING ADVISED that the Ontario Plaintiffs and the Settling Defendants consent to this Order;

1. **THIS COURT ORDERS** that, for the purposes of this Order, except to the extent that they are modified in this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.
2. **THIS COURT ORDERS** that the abbreviated, publication and long-form notices of settlement approval hearing are hereby approved substantially in the forms attached respectively hereto as Schedules “B” to “D”.
3. **THIS COURT ORDERS** that the plan of dissemination for the abbreviated, publication and long-form notices of settlement approval hearing (the “Plan of Dissemination”) is hereby approved in the form attached hereto as Schedule “E” and that the notices of settlement approval hearing shall be disseminated in accordance with the Plan of Dissemination.
4. **THIS COURT ORDERS** that the Ontario Action is certified as a class proceeding as against the Settling Defendants for settlement purposes only.

¹This language will only be included in the Plastic Interior Trim order.

5. **THIS COURT ORDERS** that the “Ontario Settlement Class” is certified as follows:

All Persons in Canada who, during the Class Period, (a) purchased, directly or indirectly, [INSERT RELEVANT PART]; and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing [INSERT RELEVANT PART]; and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing [INSERT RELEVANT PART]. Excluded Persons and Persons who are included in the [INSERT RELEVANT SETTLEMENT CLASS, if applicable] are excluded from the Ontario Settlement Class.

6. **THIS COURT ORDERS** that [INSERT RELEVANT REPRESENTATIVE PLAINTIFFS] are appointed as the representative plaintiffs for the Ontario Settlement Class.

7. **THIS COURT ORDERS** that the following issue is common to the Ontario Settlement Class:

Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of [INSERT RELEVANT PART] in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?

8. **THIS COURT ORDERS** that this Order, including but not limited to the certification of the Ontario Action as against the Settling Defendants for settlement purposes and the definition of the Ontario Settlement Class and Common Issue, and any reasons given by the Court in connection with this Order, are without prejudice to the rights and defences of the Non-Settling Defendants in connection with the ongoing Ontario Action [INSERT “or the Related Action”] and, without restricting the generality of the foregoing, may not be relied on by any Person to establish jurisdiction, the criteria for certification (including

class definition) or the existence or elements of the causes of action asserted in the Ontario Action [INSERT “or the Related Action”], as against the Non-Settling Defendants.²

9. **[THIS COURT ORDERS that putative members of the Ontario Settlement Class seeking to opt out of the Ontario Action must opt out of the Related Action. For greater certainty, putative members of the Ontario Settlement Class cannot opt out of the Ontario Action, but not the Related Action.]**

10. **THIS COURT ORDERS that putative members of the Ontario Settlement Class can opt out of the Ontario Action [INSERT “and the Related Action”] by sending a written request to opt out to Ontario Counsel, postmarked on or before the Opt-Out Deadline. The written election to opt out must be signed by the Person or the Person’s designee and must include the following information:**
 - (a) **the Person’s full name, current address and telephone number;**

 - (b) **if the Person seeking to opt out is a corporation, the name of the corporation and the position of the individual submitting the request to opt out on behalf of the corporation; and**

 - (c) **a statement to the effect that the Person wishes to be excluded from the Ontario Action and [INSERT “the Related Action”].**

²The “Related Action” language will only be included in the Plastic Interior Trim notice approval order.

11. **THIS COURT ORDERS** that where the postmark is not visible or legible, the request to opt out shall be deemed to have been postmarked four (4) business days prior to the date that it is received by Ontario Counsel.
12. **THIS COURT ORDERS** that any putative member of the Ontario Settlement Class who validly opts out of the Ontario Action [INSERT “and the Related Action”] shall have no further right to participate in the Ontario Action [INSERT “or the Related Action”] or to share in the distribution of any funds received as a result of a judgment or settlement in the Ontario Action [INSERT “or the Related Action”].
13. **THIS COURT ORDERS** that no further right to opt out of the Ontario Action [INSERT “or the Related Action”] will be provided.
14. **THIS COURT ORDERS** that, within thirty (30) days of the Opt-Out Deadline, Ontario Counsel shall provide to the Defendants in the Ontario Action [INSERT “and the Related Action”] a report containing the names of each Person who has validly and timely opted out of the Ontario Action [INSERT “and the Related Action”] and a summary of the information delivered by such Persons pursuant to paragraph 10 above.]³
15. **THIS COURT ORDERS** that paragraphs 2-7 of this Order are contingent upon parallel orders being made by the BC and Quebec Courts, and the terms of this Order shall not be effective unless and until such orders are made by the BC and Quebec Courts.⁴

³ Paragraphs 9-14 relating to opt-out procedures will appear only in the notice approval orders for the Plastic Interior Trim action.

⁴ To be amended as necessary depending on whether there is a parallel BC or Quebec action.

- 6 -

The Honourable Justice Belobaba

SCHEDULE “D”

Court File No. ■

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE) , THE DAY
JUSTICE BELOBABA) OF , 2020

BETWEEN:

[INSERT NAMED PLAINTIFFS]

Plaintiffs

- and -

[INSERT NAMED DEFENDANTS]

Defendants

Proceeding under the *Class Proceedings Act, 1992*, S.O. 1992, c. 6

ORDER
- **[INSERT NAME OF RELEVANT PART]** -
- **Calsonic Settlement Approval** -

THIS MOTION made by the Plaintiffs for an Order approving the settlement agreement entered into with Calsonic Kansei Corporation and CalsonicKansei North America Inc. (the “Settling Defendants”) and dismissing this action as against the Settling Defendants, was heard this day at Osgoode Hall, 130 Queen Street West, Toronto, Ontario.

AND ON READING the materials filed, including the settlement agreement dated ●, 2020, attached to this Order as Schedule “A” (the “Settlement Agreement”), and on hearing the submissions of counsel for the Plaintiffs and counsel for the Settling Defendants, the Non-Settling Defendants taking no position;

- 2 -

[INSERT AND WHEREAS a parallel class proceeding relating to the pricing of Plastic Interior Trim was commenced under Court File No. CV-19-00628041-00CP (the “Related Action”) and is being case managed with the Ontario Action;]⁵

AND ON BEING ADVISED that the deadline for objecting to the Settlement Agreement has passed and there have been ● written objections to the Settlement Agreement;

AND ON BEING ADVISED that the deadline for opting out of the Ontario Action **[INSERT “and the Related Action”]** has passed, and ● Persons validly exercised the right to opt out;

AND ON BEING ADVISED that the Ontario Plaintiffs and the Settling Defendants consent to this Order:

1. **THIS COURT ORDERS** that, in addition to the definitions used elsewhere in this Order, for the purposes of this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.
2. **THIS COURT ORDERS** that in the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail.
3. **THIS COURT ORDERS** that this Order, including the Settlement Agreement, is binding upon each member of the Ontario Settlement Class including those Persons who are minors or mentally incapable and the requirements of Rules 7.04(1) and 7.08(4) of the *Rules of Civil Procedure*, RRO 1990, Reg 194 are dispensed with in respect of the Ontario Action.

⁵ The “Related Action” language will only be included in the Plastic Interior Trim settlement approval order. Throughout the order, any references to the Related Action will only apply in Plastic Interior Trim.

- 3 -

4. **THIS COURT ORDERS** that the Settlement Agreement is fair, reasonable and in the best interests of the Ontario Settlement Class.
5. **THIS COURT ORDERS** that the Settlement Agreement is hereby approved pursuant to section 29 of the *Class Proceedings Act, 1992* and shall be implemented and enforced in accordance with its terms.
6. **THIS COURT ORDERS** that, upon the Effective Date, each member of the Ontario Settlement Class shall be deemed to have consented to the dismissal as against the Releasees of any Other Actions he, she or it has commenced, without costs and with prejudice.
7. **THIS COURT ORDERS** that, upon the Effective Date, each Other Action commenced in Ontario by any member of the Ontario Settlement Class shall be and is hereby dismissed against the Releasees, without costs and with prejudice.
8. **THIS COURT ORDERS** that, upon the Effective Date, subject to paragraph 10, each Releasor has released and shall be conclusively deemed to have forever and absolutely released the Releasees from the Released Claims.
9. **THIS COURT ORDERS** that, upon the Effective Date, each Releasor shall not now or hereafter institute, continue, maintain, intervene in or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other Person, any proceeding, cause of action, claim or demand against any Releasee, or any other Person who may claim contribution or indemnity, or other claims over relief, from any Releasee, whether pursuant to the *Negligence Act*, RSO 1990, c. N. 1 or other legislation or at common law or equity in respect of any Released Claim, except for the

continuation of the Proceedings [INSERT “and the Related Actions”] against the Non-Settling Defendants or named or unnamed co-conspirators that are not Releasees or, if the Proceedings [INSERT “or the Related Actions”] are not certified or authorized as class proceedings with respect to the Non-Settling Defendants, the continuation of the claims asserted in the Proceedings [INSERT “or the Related Actions”] on an individual basis or otherwise against any Non-Settling Defendant or named or unnamed co-conspirator that is not a Releasee.

10. **THIS COURT ORDERS** that the use of the terms “Releasers” and “Released Claims” in this Order does not constitute a release of claims by those members of the Ontario Settlement Class who are resident in any province or territory where the release of one tortfeasor is a release of all tortfeasors.
11. **THIS COURT ORDERS** that, upon the Effective Date, each member of the Ontario Settlement Class who is resident in any province or territory where the release of one tortfeasor is a release of all tortfeasors covenants and undertakes not to make any claim in any way nor to threaten, commence, participate in or continue any proceeding in any jurisdiction against the Releasees in respect of or in relation to the Released Claims.
12. **THIS COURT ORDERS** that all claims for contribution, indemnity or other claims over, whether asserted, unasserted or asserted in a representative capacity, inclusive of interest, taxes and costs, relating to the Released Claims, which were or could have been brought in the Ontario Action, [INSERT “the Related Action”], or any Other Actions, or otherwise, by any Non-Settling Defendant, any named or unnamed co-conspirator that is not a Releasee, any Settled Defendant or any other Person or party against a Releasee, or by a Releasee against any Non-Settling Defendant, any named or unnamed co-conspirator that

is not a Releasee, any Settled Defendant or any other Person or party, are barred, prohibited and enjoined in accordance with the terms of this Order (unless such claim is made in respect of a claim by a Person who has validly opted out of the Proceedings [**INSERT “and the Related Action”**]).

13. **THIS COURT ORDERS** that if this Court ultimately determines that a claim for contribution and indemnity or other claim over, whether in equity or in law, by statute or otherwise is a legally recognized claim:
- (a) the Ontario Plaintiffs and the Ontario Settlement Class Members shall not be entitled to claim or recover from the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee that portion of any damages (including punitive damages, if any), restitutionary award, disgorgement of profits, interest and costs (including investigative costs claimed pursuant to section 36 of the *Competition Act*, RSC 1985, c C-34) that corresponds to the Proportionate Liability of the Releasees proven at trial or otherwise;
 - (b) the Ontario Plaintiffs and the Ontario Settlement Class Members shall limit their claims against the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee to include only, and shall only seek to recover from the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee, those claims for damages (including punitive damages, if any), restitutionary award, disgorgement of profits, interest and costs (including investigative costs claimed pursuant to section 36 of the *Competition Act*, RSC 1985, c C-34)

- 6 -

attributable to the aggregate of the several liability of the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee to the Ontario Plaintiffs and the Ontario Settlement Class Members, if any, and, for greater certainty, the Ontario Settlement Class Members shall be entitled to claim and seek to recover on a joint and several basis as between the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee, if permitted by law; and

- (c) this Court shall have full authority to determine the Proportionate Liability of the Releasees at the trial or other disposition of the Ontario Action [**INSERT “or the Related Action”**], whether or not the Releasees remain in the Ontario Action or appear at the trial or other disposition, and the Proportionate Liability of the Releasees shall be determined as if the Releasees are parties to the Ontario Action [**INSERT “or the Related Action”**] and any determination by this Court in respect of the Proportionate Liability of the Releasees shall only apply in the Ontario Action [**INSERT “or the Related Action”**] and shall not be binding on the Releasees in any other proceeding.

14. **THIS COURT ORDERS** that nothing in this Order is intended to or shall limit, restrict or affect any arguments which the Non-Settling Defendants may make regarding the reduction of any assessment of damages (including punitive damages, if any), restitutionary award, disgorgement of profits, interest and costs (including investigative costs claimed pursuant to section 36 of the *Competition Act*, RSC 1985, c C-34) or judgment against them in favour of Ontario Settlement Class Members in the Ontario Action [**INSERT “or the**

Related Action”] or the rights of the Ontario Plaintiffs and the Ontario Settlement Class Members to oppose or resist any such arguments, except as provided for in this Order.

15. **THIS COURT ORDERS** that a Non-Settling Defendant may, on motion to this Court determined as if the Settling Defendants remained parties to the Ontario Action **[INSERT “and was party to the Related Action”]**, and on at least twenty (20) days’ notice to Counsel for the Settling Defendants, and not to be brought unless and until the Ontario Action **[INSERT “and/or the Related Action”]** against the Non-Settling Defendants has been certified and all appeals or times to appeal have been exhausted, seek orders for the following:
- (a) documentary discovery and affidavit(s) of documents from Settling Defendants in accordance with the *Rules of Civil Procedure*, RRO 1990, Reg. 194;
 - (b) oral discovery of representative(s) of Settling Defendants, the transcript(s) of which may be read in at trial;
 - (c) leave to serve request(s) to admit on Settling Defendants in respect of factual matters; and/or
 - (d) the production of representative(s) of Settling Defendants to testify at trial, with such witness(es) to be subject to cross-examination by counsel for the Non-Settling Defendants.
16. **THIS COURT ORDERS** that the Settling Defendants retain all rights to oppose such motion(s) brought under paragraph 15. Moreover, nothing herein restricts the Settling Defendants from seeking a protective order to maintain confidentiality and protection of proprietary information in respect of documents to be produced and/or for information

obtained from discovery in accordance with paragraph 15. Notwithstanding any provision in this Order, on any motion brought pursuant to paragraph 15, this Court may make such orders as to costs and other terms as it considers appropriate.

17. **THIS COURT ORDERS** that a Non-Settling Defendant may effect service of the motion(s) referred to in paragraph 15 above by service on Counsel for the Settling Defendants.
18. **THIS COURT ORDERS** that for purposes of administration and enforcement of the Settlement Agreement and this Order, this Court will retain an ongoing supervisory role and the Settling Defendants attorn to the jurisdiction of this Court solely for the purpose of implementing, administering and enforcing the Settlement Agreement and this Order, and subject to the terms and conditions set out in the Settlement Agreement and this Order.
19. **THIS COURT ORDERS** that, except as provided herein, this Order does not affect any claims or causes of action that any members of the Ontario Settlement Class has or may have in the Ontario Action [**INSERT “or the Related Action”**] against the Non-Settling Defendants or named or unnamed co-conspirators who are not Releasees.
20. **THIS COURT ORDERS** that no Releasee shall have any responsibility or liability whatsoever relating to the administration of the Settlement Agreement; to administration, investment, or distribution of the Trust Account; or to the Distribution Protocol.
21. **THIS COURT ORDERS** that the Settlement Amount allocated to the Ontario Settlement Class shall be held in the Trust Account by Siskinds LLP for the benefit of the Ontario Settlement Class Members and after the Effective Date, the Settlement Amount allocated to the Ontario Settlement Class may be used to pay Class Counsel Disbursements incurred

for the benefit of the Settlement Classes in the continued prosecution of the Proceedings [INSERT “or the Related Actions”] against the Non-Settling Defendants. This paragraph shall not be interpreted as affecting the rights of the Plaintiffs or the Settlement Classes to claim such Class Counsel Disbursements in the context of a future costs award in their favour against the Non-Settling Defendants, or the rights of the Non-Settling Defendants to oppose and resist any such claim.

22. **THIS COURT ORDERS** that in the event that some of the Settlement Amount remains in the Trust Account after payment of Class Counsel Disbursements, Class Counsel Fees and Administrative Expenses, Class Counsel shall seek direction from this Court regarding the distribution of the remaining funds.
23. **THIS COURT ORDERS** that the approval of the Settlement Agreement is contingent upon approval by the BC Court and the Quebec Court, and the terms of this Order shall not be effective unless and until the Settlement Agreement is approved by the BC Court and the Quebec Court, the BC Action has been dismissed as against the Settling Defendants with prejudice and without costs by the BC Court, and the Quebec Action has been declared settled out of court with prejudice and without costs as against the Settling Defendants by the Quebec Court. If such orders are not secured in Quebec and British Columbia, this Order shall be null and void and without prejudice to the rights of the Parties to proceed with the Ontario Action and any agreement between the Parties incorporated in this Order shall be deemed in any subsequent proceedings to have been made without prejudice.⁶

⁶ To be amended as necessary depending on whether there is a parallel BC or Quebec action.

- 10 -

24. **THIS COURT ORDERS** that, in the event that the Settlement Agreement is terminated in accordance with its terms, this Order shall be declared null and void on subsequent motion made on notice.
25. **THIS COURT ORDERS** that, upon the Effective Date, the Ontario Action be and is hereby dismissed against the Settling Defendants, without costs and with prejudice.
26. **THIS COURT ORDERS** that the approval of the Settlement Agreement and any reasons given by the Court in relation thereto, except any reasons given in connection with paragraphs 12 to 17 of this Order, are without prejudice to the rights and defences of the Non-Settling Defendants in connection with the ongoing Ontario Action [**INSERT “and the Related Action”**] and, without restricting the generality of the foregoing, may not be relied on by any Person to establish jurisdiction, the criteria for certification (including class definition) or the existence or elements of the causes of action asserted in the Ontario Action [**INSERT “or the Related Action”**] as against the Non-Settling Defendants.

The Honourable Justice Belobaba