

**CANADIAN OCCUPANT SAFETY SYSTEMS CLASS ACTIONS  
NATIONAL SETTLEMENT AGREEMENT**

Made as of October 31, 2014

Between

**SHERIDAN CHEVROLET CADILLAC LTD., PICKERING AUTO MALL LTD.,  
URLIN RENT A CAR LTD, KATE O’LEARY SWINKELS, FADY SAMAHA,  
DARREN EWERT, and M. SERGE ASSELIN**

(the “**Plaintiffs**”)

and

**TRW AUTOMOTIVE HOLDINGS CORP., TRW AUTOMOTIVE INC.  
and TRW DEUTSCHLAND HOLDING GmbH**

(the “**Settling Defendants**”)

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**TABLE OF CONTENTS**

<b>RECITALS</b> .....	<b>1</b>
<b>SECTION 1 - DEFINITIONS</b> .....	<b>2</b>
<b>SECTION 2 - SETTLEMENT APPROVAL</b> .....	<b>8</b>
2.1 Best Efforts .....	8
2.2 Motions Seeking Approval of Notice and Certification or Authorization .....	8
2.3 Motions Seeking Approval of the Settlement .....	8
2.4 Pre-Motion Confidentiality .....	9
<b>SECTION 3 - SETTLEMENT BENEFITS</b> .....	<b>9</b>
3.1 Payment of Settlement Amount .....	9
3.2 Taxes and Interest .....	9
3.3 Intervention in the U.S. Litigation .....	10
<b>SECTION 4 – COOPERATION</b> .....	<b>10</b>
4.1 Extent of Cooperation .....	10
4.2 Limits on Use of Documents .....	15
<b>SECTION 5 - OPTING-OUT</b> .....	<b>16</b>
5.1 Procedure .....	16
<b>SECTION 6 - TERMINATION OF SETTLEMENT AGREEMENT</b> .....	<b>17</b>
6.1 Right of Termination .....	17
6.2 If Settlement Agreement is Terminated .....	18
6.3 Allocation of Settlement Amount Following Termination .....	19
6.4 Survival of Provisions After Termination .....	19
<b>SECTION 7 - RELEASES AND DISMISSALS</b> .....	<b>20</b>
7.1 Release of Releasees .....	20
7.2 Release by Releasees .....	20
7.3 Covenant Not To Sue .....	20
7.4 No Further Claims .....	20
7.5 Dismissal of the Proceedings .....	21
7.6 Dismissal of Other Actions .....	21
7.7 Material Term .....	21
<b>SECTION 8 - BAR ORDER, WAIVER OF SOLIDARITY ORDER AND OTHER CLAIMS</b> .....	<b>22</b>
8.1 Ontario and British Columbia Bar Order .....	22
8.2 Quebec Waiver or Renunciation of Solidarity Order .....	25
8.3 Claims Against Other Entities Reserved .....	25

<b>SECTION 9 - EFFECT OF SETTLEMENT .....</b>	<b>25</b>
9.1    No Admission of Liability .....	25
9.2    Agreement Not Evidence .....	26
9.3    No Further Litigation .....	26
<b>SECTION 10 - CERTIFICATION OR AUTHORIZATION FOR SETTLEMENT ONLY .....</b>	<b>27</b>
<b>SECTION 11 - NOTICE TO SETTLEMENT CLASSES.....</b>	<b>27</b>
11.1    Notices Required.....	27
11.2    Form and Distribution of Notices .....	27
<b>SECTION 12 - ADMINISTRATION AND IMPLEMENTATION .....</b>	<b>28</b>
12.1    Mechanics of Administration.....	28
12.2    Information and Assistance.....	28
<b>SECTION 13 - CLASS COUNSEL FEES, DISBURSEMENTS AND ADMINISTRATION EXPENSES.....</b>	<b>29</b>
<b>SECTION 14 - MISCELLANEOUS .....</b>	<b>30</b>
14.1    Motions for Directions .....	30
14.2    Releasees Have No Liability for Administration.....	30
14.3    Headings, etc.....	31
14.4    Computation of Time.....	31
14.5    Ongoing Jurisdiction.....	31
14.6    Governing Law .....	32
14.7    Entire Agreement .....	32
14.8    Amendments .....	32
14.9    Binding Effect.....	32
14.10    Counterparts.....	33
14.11    Negotiated Agreement .....	33
14.12    Language.....	33
14.13    Transaction.....	33
14.14    Recitals.....	33
14.15    Schedules .....	33
14.16    Acknowledgements.....	34
14.17    Authorized Signatures.....	34
14.18    Notice.....	34
14.19    Date of Execution .....	36
<b>SCHEDULE "A".....</b>	<b>1</b>
<b>SCHEDULE "B".....</b>	<b>1</b>
<b>SCHEDULE "C".....</b>	<b>1</b>

**CANADIAN OCCUPANT SAFETY SYSTEMS CLASS ACTIONS  
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**RECITALS**

A. WHEREAS the Proceedings were commenced by the BC Plaintiff in British Columbia, the Quebec Petitioner in Quebec and the Ontario Plaintiffs in Ontario;

B. WHEREAS the Proceedings allege that some or all of the Releasees participated in an unlawful conspiracy with other manufacturers of Occupant Safety Systems to rig bids for, and to raise, fix, maintain or stabilize the prices of Occupant Safety Systems sold in Canada and elsewhere as early as January 1, 2003 until at least July 1, 2011, contrary to Part VI of the *Competition Act*, RSC 1985, c C-34 and the common law and/or civil law;

C. WHEREAS the Settling Defendants and Releasees do not admit, through the execution of this Settlement Agreement or otherwise, any allegation of unlawful conduct alleged in the Proceedings, or otherwise;

D. 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 Settling Defendants;

E. 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 Class in the Proceedings, and to avoid further expense, inconvenience and the distraction of burdensome and protracted litigation;

F. 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 expressly provided in this Settlement Agreement with respect to the Proceedings;

G. WHEREAS Counsel for the Settling Defendants and Class Counsel have engaged in arm's-length settlement discussions and negotiations, resulting in this Settlement Agreement with respect to the Proceedings;

H. 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 classes they seek to represent, subject to approval of the Courts;

I. WHEREAS the Plaintiffs and Class Counsel 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 in prosecuting the Proceedings, including the risks and uncertainties associated with trials and appeals, and having regard to the value of the Settlement Agreement, the Plaintiffs and Class Counsel have concluded that this Settlement Agreement is fair, reasonable and in the best interests of the Plaintiffs and the classes they seek to represent;

J. WHEREAS the Parties therefore wish to and hereby finally resolve on a national basis, without admission of liability, all of the Proceedings as against the Settling Defendants;

K. WHEREAS the Parties consent to certification or authorization (i) of the Proceedings as class proceedings, (ii) of the Settlement Classes and (iii) of a Common Issue in respect of each of the Proceedings solely for the purposes of implementing this Settlement Agreement 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; and

L. WHEREAS the Plaintiffs assert that they are adequate class representatives for the classes they seek to represent and will seek to be appointed representative plaintiffs in their respective Proceedings;

NOW THEREFORE, in consideration of the covenants, agreements and releases set forth and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, it is agreed by the Parties that the Proceedings be settled and dismissed with prejudice as to the Settling Defendants, without costs as to the Plaintiffs, the classes they represent or seek to represent or the Settling Defendants, subject to the approval of the Courts, and it is further agreed that the Releasers forever and absolutely release the Releasees from the Released Claims, on the following terms and conditions:

### **Section 1 - Definitions**

For the purposes of this Settlement Agreement only, 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) **Automotive Vehicle** means a motorized passenger car or light-duty truck consisting of four wheels and powered by an internal engine, including automobiles, pick-up trucks, sport-utility vehicles, minivans and/or vans of up to 6,350 kg gross vehicle weight rating.

(3) **BC Action** means the BC Action as defined in Schedule A.

(4) **BC Counsel** means Camp Fiorante Matthews Mogergerman.

(5) **BC Court** means the Supreme Court of British Columbia.

(6) **BC Plaintiff** means Darren Ewert.

(7) **BC Settlement Class** means the settlement class in respect of the BC Action as defined in Schedule A.

(8) **Class Counsel** means Ontario Counsel, Quebec Counsel and BC Counsel.

(9) **Class Counsel Disbursements** include the disbursements, administration expenses, and applicable taxes incurred by Class Counsel in the prosecution of the Proceedings, as well as any adverse costs awards issued against the Plaintiffs in any of the Proceedings.

(10) **Class Counsel Fees** means the fees of Class Counsel, and any applicable taxes or charges thereon, including any amounts payable by Class Counsel or the Settlement Class Members to any other body or Person, including the Fonds d'aide aux recours collectifs in Quebec.

(11) **Class Period** means January 1, 2003 to the date of the order certifying the Ontario Action for settlement purposes.

(12) **Common Issue** means: Did the Settling Defendants conspire to fix, raise, maintain, or stabilize the prices of Occupant Safety Systems in Canada and elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?

(13) **Confidential Opt-Out Threshold** means a threshold in respect of opt-outs as agreed upon by the Plaintiffs and the Settling Defendants in a separate document delivered to the Courts under seal and kept confidential by the Parties and the Courts.

- (14) **Counsel for the Settling Defendants** means Bennett Jones LLP and BDBL Avocats Inc. (for the Quebec Action only).
- (15) **Courts** means the Ontario Court, the Quebec Court and the BC Court.
- (16) **Date of Execution** means the date on the cover page as of which the Parties have executed this Settlement Agreement.
- (17) **Defendants** means the entities named as defendants in any of the Proceedings as set out in Schedule A, and any Persons added as defendants in the Proceedings in the future. For greater certainty, Defendants includes the Settling Defendants.
- (18) **Effective Date** means the date when Final Orders have been received from all Courts approving this Settlement Agreement.
- (19) **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 of the Proceedings in accordance with the orders of the applicable Court.
- (20) **Final Order** means the later of a final judgment entered by a Court approving this Settlement Agreement in accordance with its terms, once the time to appeal such judgment has expired without any appeal being taken, if an appeal lies, or once there has been affirmation of the approval of this Settlement Agreement in accordance with its terms, upon a final disposition of all appeals.
- (21) **Non-Settling Defendant** means any Defendant that is not a Settling Defendant or that has not entered into a settlement with the Plaintiffs in the Proceeding whether or not such settlement agreement is in existence at the Date of Execution, and includes any Defendant that terminates its own settlement agreement in accordance with its terms or whose settlement otherwise fails to take effect for any reason, whether or not such settlement agreement is in existence at the Date of Execution.
- (22) **Occupant Safety Systems** means seatbelts, steering wheels, airbags and safety electronic systems which control airbag deployment in an Automotive Vehicle.
- (23) **Ontario Action** means the Ontario Action as defined in Schedule A.
- (24) **Ontario Counsel** means Siskinds LLP and Sotos LLP.

- (25) **Ontario Court** means the Ontario Superior Court of Justice.
- (26) **Ontario Plaintiffs** means Sheridan Chevrolet Cadillac Ltd., Pickering Auto Mall Ltd., Urlin Rent a Car Ltd., Kate O’Leary Swinkels and Fady Samaha.
- (27) **Ontario Settlement Class** means the settlement class in respect of the Ontario Action as defined in Schedule A.
- (28) **Opt-Out Deadline** means the date which is sixty (60) days after the date the notice described in Section 11.1(1) is first published.
- (29) **Other Actions** means actions or proceedings, excluding the Proceedings, relating to Released Claims commenced by a Settlement Class Member either before or after the Effective Date.
- (30) **Parties** means the Settling Defendants, the Plaintiffs, and, where necessary, the Settlement Class Members.
- (31) **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.
- (32) **Plaintiffs** means the individuals and entities named as plaintiffs in the Proceedings as set out in Schedule A, as well as any Persons added as plaintiffs in the Proceeding in the future.
- (33) **Proceedings** means the BC Action, the Quebec Action, and the Ontario Action as defined in Schedule A.
- (34) **Proportionate Liability** means the proportion of any judgment that, had the Settling Defendants not settled, the Ontario, BC or Quebec Court, as appropriate, would have apportioned to the Releasees.
- (35) **Protective Orders** means the orders to be made in the Proceedings described in section 4.2(2).
- (36) **Purchase Price** means the sale price paid by Settlement Class Members for Occupant Safety Systems purchased during the Class Period, less any rebates, delivery or shipping charges, taxes, and any other form of discounts.
- (37) **Quebec Action** means the Quebec Action as defined in Schedule A.



- (38) **Quebec Counsel** means Siskinds Desmeules s.e.n.c.r.l.
- (39) **Quebec Court** means the Superior Court of Quebec.
- (40) **Quebec Petitioner** means M. Serge Asselin.
- (41) **Quebec Settlement Class** means the settlement class in respect of the Quebec Action as defined in Schedule A.
- (42) **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), known or unknown, suspected or unsuspected, actual or contingent, and liquidated or unliquidated, in law, under statute or in equity, that any of the Releasors ever had, now have or hereafter can, shall or may have arising from (a) the purchase of Occupant Safety Systems in Canada; and/or (b) the purchase or lease of new Automotive Vehicles containing Occupant Safety Systems in Canada; and/or (c) the purchase, for import into Canada, of new Automotive Vehicles containing Occupant Safety Systems, relating in any way to (i) any anti-competitive conduct from January 1, 2003 to the Date of Execution in relation to Occupant Safety Systems; or (ii) any anti-competitive conduct in relation to the purchase, sale, pricing, discounting, offering, marketing or distributing of Occupant Safety Systems from January 1, 2003 to the Date of Execution; or (iii) any conduct alleged (or which was previously or could have been alleged) in the Proceedings including, without limitation, any claims for consequential, subsequent or follow-on harm that arises after the date hereof in respect of any agreement, combination or conduct that occurred between January 1, 2003 and the Date of Execution. However, nothing herein shall be construed to release: (a) any claims involving any negligence, personal injury, breach of contract, bailment, failure to deliver lost goods, damaged or delayed goods, product defect, securities, or other similar claim relating to Occupant Safety Systems; (b) claims concerning any automotive part other than Occupant Safety Systems; and (c) claims brought (whether before or after the Effective Date) outside of Canada relating to purchases of Occupant Safety System and/or new Automotive Vehicles containing Occupant Safety Systems outside of Canada.
- (43) **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, 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, shareholders, attorneys, trustees, servants and representatives, members, managers and the predecessors, successors, purchasers, heirs, executors, administrators and assigns of each of the foregoing, excluding always the Non-Settling Defendants.

(44) **Releasors** means, jointly and severally, individually and collectively, the Plaintiffs and the Settlement Class Members and their respective parents, subsidiaries, affiliates, predecessors, successors, heirs, executors, administrators, insurers and assigns.

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

(46) **Settlement Amount** means CDN\$850,000.

(47) **Settlement Class** means, in respect of each Proceeding, the settlement class defined in Schedule A.

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

(49) **Settling Defendants** means TRW Automotive Holdings Corp., TRW Automotive Inc., and TRW Deutschland Holding GmbH.

(50) **Trust Account** means an interest-bearing trust account at a Canadian Schedule 1 bank under the control of Siskinds LLP, for the benefit of the Settlement Class Members or the Settling Defendants, as provided for in this Settlement Agreement.

(51) **U.S. Litigation** means the consolidated class action proceedings, in which some of the Settling Defendants are named as parties, currently pending in the United States District Court for the Eastern District of Michigan, South Division, including the actions under the captions *In re Automotive Parts Antitrust Litigation, Occupant Safety Systems Cases*, Case No. 12-cv-00601 (MOB), *In re Automotive Parts Antitrust Litigation, Occupant Safety Systems Cases*, Case No. 12-cv-00602 (MOB), *In re Automotive Parts Antitrust Litigation, Occupant Safety Systems Cases*, Case No. 12-cv-00603 (MOB), and includes all class actions transferred by the Judicial Panel for Multidistrict Litigation for coordination, all class actions pending such transfer, all class actions that may be transferred in the future and all class proceedings alleging price-fixing of Occupant Safety Systems, to the extent that the Settling Defendants are named as parties.

(52) *U.S. Settlement Agreements* includes any 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 and to secure the prompt, complete and final dismissal with prejudice of the Proceedings as against the Releasees named as Defendants in the Ontario Action and BC Action, and a prompt, complete declaration of settlement out of court of the Quebec Action as against the Releasees named as Defendants in the Quebec Action.

### **2.2 Motions Seeking Approval of Notice and Certification or Authorization**

(1) The Plaintiffs shall bring motions before the Courts, as soon as practicable after the Date of Execution, for orders approving the notices described in Section 11.1(1), and certifying or authorizing each of the Proceedings commenced in their respective jurisdictions as a class proceeding as against the Settling Defendants (for settlement purposes only).

(2) The Ontario orders approving the notices described in Section 11.1(1) and certifying the Ontario Action for settlement purposes shall be substantially in the form attached as Schedule B. The form and content of the BC and Quebec orders approving the notices described in Section 11.1(1) and certifying or authorizing the BC and Quebec Actions for settlement purposes shall be agreed upon by the Parties and shall mirror the substance and, where possible, the form of the Ontario order attached as Schedule B.

### **2.3 Motions Seeking Approval of the Settlement**

(1) The Plaintiffs shall bring 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 11.1(1) have been published.

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

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

#### **2.4 Pre-Motion Confidentiality**

(1) Until the first of the motions required by Section 2.2 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.

### **Section 3 - Settlement Benefits**

#### **3.1 Payment of Settlement Amount**

(1) Within fourteen (14) days of Siskinds LLP providing the information in section 3.1(2), the Settling Defendants shall pay the Settlement Amount to Siskinds LLP, for deposit into the Trust Account.

(2) Payment of the Settlement Amount shall be made by wire transfer. Siskinds LLP will provide the information necessary to complete the wire transfer.

(3) The Settlement Amount and other valuable consideration set forth in the Settlement Agreement shall be provided in full satisfaction of the Released Claims against the Releasees.

(4) The Settlement Amount shall be all-inclusive of all amounts, including interest and costs.

(5) 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 or the Proceedings.

(6) Siskinds LLP shall maintain the Trust Account as provided for in this Settlement Agreement.

(7) Siskinds LLP 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 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 terminated, 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.

### **3.3 Intervention in the U.S. Litigation**

(1) The Settling Defendants and other Releasees shall consent to any mutually agreeable application that may be brought by or on behalf of the Plaintiffs to intervene in the U.S. Litigation in order to seek to gain access to discovery documents produced, deposition or other transcripts, or other documents that might be filed in the U.S. Litigation, including any discovery that may be subject to a protective order. However, it is understood and agreed that nothing in this Settlement Agreement shall be construed to require the Settling Defendants and other Releasees to bring a motion requesting that the U.S. protective order be lifted. The Settling Defendants and other Releasees must act reasonably in determining whether any such application is mutually agreeable.

## **Section 4 – Cooperation**

### **4.1 Extent of Cooperation**

(1) Within thirty (30) days of the Effective Date, or at a time mutually agreed upon by the Parties, subject to any other provisions of this Settlement Agreement, the Settling Defendants agree to use reasonable efforts to:

- (a) provide to Class Counsel existing electronic transactional sales data, reflecting the Settling Defendants' global sales of Occupant Safety Systems between January 1, 2001 and the Effective Date, to the extent such data exists in electronic format and to the extent it is reasonably accessible and available in the Settling Defendants' records. The

transactional data shall be provided in Microsoft Excel or such other format as may be agreed upon by Counsel for the Settling Defendants and Class Counsel;

- (b) provide to Class Counsel existing electronic transactional cost data, for the production and sale of Occupant Safety Systems worldwide between January 1, 2001 and the Effective Date, to the extent such data exists in electronic format and to the extent it is reasonably accessible and available in the Settling Defendants' records. The transactional data shall be provided in Microsoft Excel or such other format as may be agreed upon by Counsel for the Settling Defendants and Class Counsel;
- (c) provide reasonable assistance to the Plaintiffs in understanding the transactional sales and cost data produced by 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;
- (d) provide electronic copies of any documents (as defined in Rule 30.01 of the Ontario *Rules of Civil Procedure*) produced by the Settling Defendants in the U.S. Litigation, including any documents produced by the Settling Defendants pursuant to the U.S. Settlements, and any pre-existing translations of those documents; and
- (e) provide electronic copies of any documents (as defined in Rule 30.01 of the Ontario *Rules of Civil Procedure*) created in the ordinary course of business which were produced by the Settling Defendants to any antitrust authority, including but not limited to the Canadian Competition Bureau, United States Department of Justice, European Commission, and/or Japan Fair Trade Commission, pursuant to their investigations into the conduct alleged in the Proceedings, and any pre-existing translations of those documents.

(2) The obligation to provide documents pursuant to Section 4.1(1) 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.

(3) The Settling Defendants make no representation regarding and shall bear no liability with respect to the accuracy of or that they have, can or will produce a complete set of any of the documents described in this Section 4.1(1), and the failure to do so shall not constitute a breach or violation of this Settlement Agreement.

(4) The Settling Defendants shall provide the Plaintiffs with the opportunity to participate in any interviews or evidentiary proffers that occur in the U.S. Litigation pursuant to the U.S. Settlement Agreements entered into in *In re Automotive Parts Antitrust Litigation, Occupant Safety Systems Cases*, Case No. 12-cv-00602 (MOB), and *In re Automotive Parts Antitrust Litigation, Occupant Safety Systems Cases*, Case No. 12-cv-00603 (MOB). To the extent possible, the Settling Defendants shall provide the Plaintiffs with thirty (30) days advance notice of the date, time, and location of the interview or evidentiary proffers.

(5) It is understood that the interviews or evidentiary proffers described in Section 4.1(4) might take place before the Effective Date. In such event:

- (a) any documents or information provided in the course of those interviews shall be subject to the terms and protections of this Settlement Agreement;
- (b) counsel for the Settling Defendants will, if requested, meet Class Counsel for one (1) further meeting lasting no more than three (3) hours to address, to the extent known, Canada-specific issues raised in the Proceedings that were not addressed at the interviews and/or evidentiary proffers conducted pursuant to the U.S. Settlement Agreements; and
- (c) 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 interviews shall not be used by the Plaintiffs or Class Counsel 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 such information 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 return all copies of any documents received during, and destroy all copies of any notes taken during (or subsequent reports provided about), these interviews and to provide written confirmation to the Settling Defendants of having done so.

(6) If no evidentiary proffers as described in Section 4.1(4) occur in the U.S. Litigation within six months of the Effective Date, the Settling Defendants shall provide Class Counsel, through a meeting between counsel, with an evidentiary proffer, which will include information originating with the Settling Defendants and being within their possession, custody or control relating to the allegations in the

Proceedings. The proffer shall take place in Canada or the United States, at a location agreed upon by Class Counsel and counsel for the Settling Defendants.

(7) If no interviews as described in Section 4.1(4) occur in the U.S. Litigation within six months of the Effective Date, the Settling Defendants shall, at the request of Class Counsel and upon reasonable notice, make available up to three (3) current and/or former officers, directors and/or employees of the Settling Defendants who have knowledge of the allegations raised in the Proceedings to provide information relating to the Proceedings in a personal interview with Class Counsel and/or experts retained by Class Counsel in the Proceedings, at a location mutually agreed upon by Class Counsel and counsel for the Settling Defendants. Each such interview shall last no more than eight (8) hours, including reasonable breaks, and may occur on more than a single day, but not more than two (2) days. Costs incurred by, and the expenses of, the employees of the Settling Defendants in relation to such interviews shall be the responsibility of the Settling Defendants. Costs of an interpreter or costs otherwise associated with foreign language translation in connection with the interviews shall be the responsibility of Class Counsel. The failure of a current or former director, officer, or employee to agree to make him or herself available to, or to otherwise cooperate with, the Plaintiffs shall not constitute a violation of this Settlement Agreement.

(8) Subject to the rules of evidence and any other provisions of this Settlement Agreement, the Settling Defendants agree to use reasonable efforts to authenticate for use at trial, discovery, summary judgment motions and/or certification motions, any of the documents and information provided by the Settling Defendants as cooperation pursuant to Section 4.1 of this Settlement Agreement.

(9) 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.

(10) 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, or any other privilege, 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.



(11) 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.

(12) The Settling Defendants' obligations to cooperate as particularized in this Section shall not be affected by the release provisions contained in Section 7 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 shall cease at the date of final judgment in the Proceedings against all Defendants.

(13) The Plaintiffs may exercise any rights they have to seek to obtain discovery in the Proceedings as against the officers, directors and/or employees of the Settling Defendants put forward to participate in employee interviews or provide testimony at trial or otherwise pursuant to Sections 4.1(7) and (8), if the current or former officer, director or employee of the Settling Defendants fails to cooperate in accordance with that Section and the provisions of this Settlement Agreement.

(14) 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(15) and allowing the Plaintiffs to obtain discovery or information from the Settling Defendants as if the Settling Defendants remained parties to the action, or seek such other remedy that is available at law.

(15) Subject to Sections 4.1(13) and 4.1(14) above, the provisions set forth in this Section 4.1 are the exclusive means by which the Plaintiffs and Class Counsel may obtain discovery, information, or documents from the Releasees or their current or former officers, directors or employees, and the Plaintiffs and Class Counsel agree that they shall not pursue any other means of discovery against, or seek to compel the evidence of, the Releasees or their current or former officers, directors, employees, agents, or counsel, whether in Canada or elsewhere and whether under the rules or laws of this or any other Canadian or foreign jurisdiction.

(16) 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, the Plaintiffs and 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.

#### **4.2 Limits on Use of Documents**

(1) It is understood and agreed that all documents and information made available or provided by 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 shall not be used directly or indirectly for any other purpose, except to the extent that the documents or information are publicly available. The Plaintiffs and Class Counsel agree they will not disclose the documents and information provided by the Settling Defendants except (i) to experts, consultants, or third-party service providers retained by them in connection with the Proceedings who have agreed to comply with the provisions of this Settlement Agreement and any confidentiality orders issued pursuant to section 4.2(2), (ii) to the extent that the documents or information are publicly available, (iii) as evidence in the Proceedings, or (iv) as otherwise required by law. 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, except to the extent that the documents or information are publicly available.

(2) Before or at the same time as the motions for settlement approval described in section 2.3(1), the Settling Defendants will move in the Proceedings to obtain Protective Orders which will prohibit disclosure of the Settling Defendants' confidential and highly confidential information to substantially the same degree as the Stipulation and Protective Order Governing the Production and Exchange of Confidential Information made in the U.S. Litigation on March 13, 2013. The Plaintiffs and Class Counsel shall consent to the Settling Defendants' motion.

(3) In the event that a Person applies for an order requiring the Plaintiffs to disclose or produce any documents or other information provided by the Settling Defendants as cooperation under this Settlement Agreement, Class Counsel shall notify the Settling Defendants of such application 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.

## Section 5 - Opting-Out

### 5.1 Procedure

(1) Persons seeking to opt-out of the Proceedings must do so by sending a written election to opt-out, signed by the Person or the Person's designee, by pre-paid mail, courier, fax or email to the appropriate Class Counsel at an address to be identified in the notice described in Section 11.1(1). Residents of Quebec must also send the written election to opt-out by pre-paid mail or courier to the Quebec Court at an address to be identified in the notice described in Section 11.1(1).

(2) Any potential Settlement Class Member who validly opts out of the Proceedings shall not be able to participate in the Proceedings and no further right to opt out of the Proceedings will be provided.

(3) An election to opt-out will only be valid if it is postmarked on or before the Opt-Out Deadline to the designated address in the notice described in Section 11.1(1). Where the postmark is not visible or legible, the election to opt-out shall be deemed to have been postmarked four business days prior to the date that it is received by Class Counsel.

(4) The written election to opt-out must contain the following information in order to be valid:

- (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 Person submitting the request to opt-out on behalf of the corporation;
- (c) a statement to the effect that the Person wishes to be excluded from the Proceedings; and
- (d) the reasons for opting out.

(5) Quebec Class Members who have commenced proceedings or commence proceedings and fail to discontinue such proceedings by the Opt-Out Deadline shall be deemed to have opted out. Quebec Counsel warrant and represent that, to the best of their knowledge, no such action has been commenced as of the Execution Date.

(6) Within thirty (30) days of the Opt-Out Deadline, Ontario Counsel shall provide to the Settling Defendants a report containing the names of each Person who has validly and timely opted out of the Proceedings, the reasons for the opt-out, if known, and a summary of the information delivered by such Person pursuant to this Section 5.1.

(7) With respect to any potential Settlement Class Member who validly opts-out from the Proceedings, the Settling Defendants reserve all of their legal rights and defences.

## **Section 6 - Termination of Settlement Agreement**

### **6.1 Right of Termination**

- (1) In the event that:
- (a) any Court declines to certify or authorize the Settlement Class;
  - (b) any Court declines to dismiss or declare settled out of court the Proceedings against the Settling Defendants and any Court declines to approve this Settlement Agreement or any material part hereof;
  - (c) any Court approves this Settlement Agreement in a materially modified form;
  - (d) 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 C;
  - (e) any orders approving this Settlement Agreement made by the Ontario Court, the BC Court or the Quebec Court do not become Final Orders;
  - (f) before the Effective Date, the Ontario Action is stayed in a province or territory other than Quebec or British Columbia, including being stayed in favour of any other action;
  - (g) the Confidential Opt-Out Threshold is reached; or
  - (h) any Court declines to grant the Protective Orders or approves them in a materially modified form.

the Plaintiffs and the Settling Defendants shall have the right to terminate this Settlement Agreement (except that only the Settling Defendants will have the right to terminate under Sections 6.1(1)(b), (f), (g), (h) above) by delivering a written notice pursuant to Section 14.18, within 30 days following an event described above.

(2) Except as provided for in Section 6.4, if the Settling Defendants or the Plaintiffs exercise their right to terminate, the Settlement Agreement shall be null and void and have no further force or effect, shall not be binding on the Parties, and shall not be used as evidence or otherwise in any litigation.

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

- (a) the opt-out process;
- (b) Class Counsel Fees or Class Counsel Disbursements, or
- (c) documentary confidentiality as provided in Section 4.2(2) above,

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.

## **6.2 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) any order certifying or authorizing a Proceeding as a class proceeding on the basis of the Settlement Agreement or approving this Settlement Agreement shall be set aside and declared null and void and of no force or effect, and anyone 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 Class and the Common Issue pursuant to this Settlement Agreement, shall be without prejudice to any position that any of the Parties or Releasees may later take on any issue in the Proceedings or any other litigation; and
- (d) within ten (10) days of such termination having occurred, Class Counsel shall destroy all documents or other materials provided by 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, to the extent Class Counsel has disclosed any documents or information provided by the Settling Defendants to any other Person, shall recover and destroy such documents or information. Class Counsel shall provide Counsel to the Settling Defendants with a written certification by Class Counsel of such destruction. Nothing contained in this Section 6.2 shall be construed to require Class Counsel to destroy any of their work product except as provided for in Section 4.1(5)(c). However, any documents or information provided by the Settling Defendants, or received from 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 Settling Defendants. 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.

### **6.3 Allocation of Settlement Amount Following Termination**

(1) If the Settlement Agreement is terminated, Siskinds LLP shall, within thirty (30) business days of the written notice advising that the Settlement Agreement has been terminated in accordance with its terms, return to the Settling Defendants the Settlement Amount, plus all accrued interest thereon and less up to \$50,000 for any costs incurred with respect to the notices required by Section 11.1(1), and any costs of translation required by Section 14.12.

### **6.4 Survival of Provisions After Termination**

(1) If this Settlement Agreement is terminated or otherwise fails to take effect for any reason, the provisions of Sections 3.2(3), 4.1(5)(c), 6.1(2), 6.2, 6.3, 6.4, 9.1, 9.2, 11.1(3), 11.2 and 12.2(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 3.2(3), 4.1(5)(c), 6.1(2), 6.2, 6.3, 6.4, 9.1, 9.2, 11.1(3), 11.2 and 12.2(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 7 - Releases and Dismissals**

### **7.1 Release of Releasees**

(1) Upon the Effective Date, subject to Section 7.3, and in consideration of payment of the Settlement Amount and for other valuable consideration set forth in the Settlement Agreement, the Releasors 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.

### **7.2 Release by Releasees**

(1) Upon the Effective Date, each Releasee forever and absolutely releases each of the other Releasees from any and all claims for contribution or indemnity with respect to the Released Claims.

### **7.3 Covenant Not To Sue**

(1) Notwithstanding Section 7.1, upon the Effective Date, 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 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.

### **7.4 No Further Claims**

(1) Upon the Effective Date, the Releasors and Class Counsel shall not now or hereafter institute, continue, maintain 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 action, suit, 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, in respect of any Released Claim, except for the continuation of the Proceedings against the Non-Settling Defendants or unnamed alleged co-conspirators that are not Releasees or, if the Proceedings are not certified or authorized, the continuation of the claims asserted in the Proceedings on an individual basis or otherwise against any Non-Settling Defendant or unnamed co-conspirator that is not a Releasee.

(2) Section 7.4(1) shall be inoperative to the extent that it requires any lawyer who is a member of the Law Society of British Columbia to breach his or her obligations under section 3.2-10 of the Law

Society of British Columbia's *Code of Professional Conduct for British Columbia* by refraining from participation or involvement in any claim or action in a British Columbia court.

#### **7.5 Dismissal of the Proceedings**

- (1) Upon the Effective Date, the Ontario Action and BC Action shall be dismissed with prejudice and without costs as against the Settling Defendants.
- (2) Upon the Effective Date, the Quebec Action shall be settled without costs and without reservation as against the Settling Defendants, and the Parties shall sign and file a declaration of settlement out of court with the Quebec Court.

#### **7.6 Dismissal of Other Actions**

- (1) Upon the Effective Date, each member of the Ontario Settlement Class and BC Settlement Class shall be deemed to irrevocably consent to the dismissal, without costs and with prejudice, of his, her or its Other Actions against the Releasees.
- (2) Upon the Effective Date, all Other Actions commenced in British Columbia or Ontario by any Settlement Class Member shall be dismissed against the Releasees, without costs and with prejudice.
- (3) Each member of the Quebec Settlement Class who makes a claim under this Settlement Agreement shall be deemed to irrevocably consent to the dismissal, without costs and without reservation, of his, her or its Other Actions against the Releasees.
- (4) Each Other Action commenced in Quebec by a member of the Quebec Settlement Class who makes a claim under this Settlement Agreement shall be dismissed as against the Releasees, without costs and without reservation.

#### **7.7 Material Term**

- (1) The releases contemplated in this Section shall be considered a material term of the Settlement Agreement and the failure of any Court to approve the releases contemplated herein shall give rise to a right of termination pursuant to Section 6.1 of the Settlement Agreement.



## Section 8 - Bar Order, Waiver of Solidarity Order and Other Claims

### 8.1 Ontario and British Columbia Bar Order

- (1) Bar orders shall be granted by the Ontario Court and the BC Court providing for the following:
  - (a) if the Ontario Court or BC Court, as applicable, ultimately determines that there is a right of contribution and indemnity or other claim over, whether in equity or in law, by statute or otherwise:
    - i. 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, or otherwise, by any Non-Settling Defendant, any named or unnamed co-conspirator that is not a Releasee or any other Person or party against a Releasee, or by a Releasee against any Non-Settling Defendant or any named or unnamed co-conspirator that is not a Releasee, are barred, prohibited and enjoined in accordance with the terms of this Section (unless such claim is made in respect of a claim by a Person who has validly opted out of the Proceedings);
    - ii. the Ontario and BC Plaintiffs and 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*) that corresponds to the Proportionate Liability of the Releasees proven at trial or otherwise;
    - iii. the Ontario and BC Plaintiffs and 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, and shall be entitled 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, only such claims for damages (including punitive damages, if any), restitutionary award, disgorgement of profits, costs, and interest 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 and BC Plaintiffs and Settlement Class Members, if any, and, for greater certainty, the Ontario and BC Settlement Class Members shall be entitled to claim and 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, to the extent provided by law; and

- iv. 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, 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 and any determination by the Court in respect of the Proportionate Liability of the Releasees shall only apply in the relevant Proceeding and shall not be binding on the Releasees in any other proceeding;
- (b) a Non-Settling Defendant may, on motion to the Ontario Court or the BC Court, as appropriate, determined as if the Settling Defendants remained parties to the relevant Proceeding, and on at least thirty (30) days' notice to Counsel for the Settling Defendants, and not to be brought unless and until the relevant Proceeding against the Non-Settling Defendants has been certified and all appeals or times to appeal have been exhausted, seek Orders for the following:
- v. documentary discovery and an affidavit of documents from the Settling Defendants in accordance with that Court's rules of procedure;
  - vi. oral discovery of a representative of the Settling Defendants, the transcript of which may be read in at trial;

- vii. leave to serve a request to admit on the Settling Defendants in respect of factual matters; and/or
  - viii. the production of a representative of the Settling Defendants to testify at trial, with such witness to be subject to cross-examination by counsel for the Non-Settling Defendants.
- (c) the Settling Defendants retain all rights to oppose any motion brought pursuant to Section 8.1(1)(b), including any such motion brought at trial seeking an order requiring the 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 8.1(1)(b);
- (d) on any motion brought pursuant to Section 8.1(1)(b), the Court may make such Orders as to costs and other terms as it considers appropriate;
- (e) 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;
- (f) 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 and BC Courts for these purposes; and
- (g) a Non-Settling Defendant may effect service of the motion(s) referred to in Section 8.1(1)(b) on a Settling Defendant by service on Counsel for the Settling Defendants in the relevant Proceedings.

## **8.2 Quebec Waiver or Renunciation of Solidarity Order**

(1) A waiver or renunciation of solidarity shall be granted by the Quebec Court providing for the following:

- (a) the Quebec Petitioner and the Settlement Class Members in the Quebec Action 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 Petitioner and the Settlement Class Members in the Quebec Action shall henceforth only be able to claim and recover damages, including punitive damages, interest and costs (including investigative costs claimed pursuant to s. 36 of the *Competition Act*) 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 Action; and
- (d) the ability of Non-Settling Defendants to seek discovery from the Settling Defendants shall be determined according to the provisions of the *Code of Civil Procedure*, and the Settling Defendants shall retain and reserve all of their rights to oppose such discovery under the *Code of Civil Procedure*.

## **8.3 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.

## **Section 9 - Effect of Settlement**

### **9.1 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, 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 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, or any other pleading filed by the Plaintiffs.

## **9.2 Agreement Not Evidence**

(1) The Parties agree that, whether or not it is terminated, 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.

## **9.3 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 which relates to or arises from the Released Claims, except in relation to the continued prosecution of the Proceedings against any Non-Settling Defendant or unnamed co-conspirators that are not Releasees or, if the Proceedings are not certified or authorized, the continuation of the claims asserted in the Proceedings on an individual basis or otherwise against any Non-Settling Defendant or unnamed co-conspirator that is not a Releasee. Moreover, these Persons may not divulge to anyone for any purpose any information obtained in the course of the Proceedings or the negotiation and preparation of this Settlement Agreement, except to the extent such information is otherwise publicly available or unless ordered to do so by a court, subject to Section 4.2 of this Settlement Agreement.

(2) Section 9.3(1) shall be inoperative to the extent that it requires any lawyer who is a member of the Law Society of British Columbia to breach his or her obligations under section 3.2-10 of the Law Society of British Columbia's *Code of Professional Conduct for British Columbia* by refraining from participation or involvement in any claim or action in a British Columbia court.

### **Section 10 - Certification or Authorization for Settlement Only**

- (1) The Parties agree that the Proceedings shall be certified or authorized as class proceedings as against the 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 issue that they will seek to define is the Common Issue and the only classes that they will assert are the Settlement Classes.
- (3) The Parties agree that the certification or authorization of the Proceedings as against the 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 11 - Notice to Settlement Classes**

#### **11.1 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 Settling Defendants for settlement purposes; (ii) the hearings at which the Courts will be asked to approve the Settlement Agreement; and (iii) if they are brought with the hearings to approve the Settlement Agreement, the hearings to approve Class Counsel Fees.
- (2) The proposed Settlement Classes shall also be given a notice of approval of the Settlement Agreement.
- (3) 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.

#### **11.2 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 12 - Administration and Implementation**

### **12.1 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.

### **12.2 Information and Assistance**

(1) The Settling Defendants will make best efforts to provide to Class Counsel a list of the names and addresses of Persons in Canada who purchased Occupant Safety Systems from the Releasees during the Class Period and the transaction data set out in section 4.1(1)(a) to the extent such information is reasonably available in the records of the Releasees and has not been previously provided. Where possible and applicable, the Settling Defendants will make reasonable efforts to provide the name of the corporate contact person for each direct purchaser customer of the Releasees.

(2) The name, address and corporate contact person information required by Section 12.2(1) shall be delivered to Class Counsel within thirty (30) days of the Date of Execution or at a time mutually agreed upon by the Parties. The transaction data required by Section 12.2(1) shall be delivered to Class Counsel within thirty (30) days of the Effective Date.

(3) Class Counsel may use the information provided under Section 12.2(1):

- (a) to facilitate the dissemination of the notices required in Section 11.1;
- (b) to advise Persons in Canada who purchased Occupant Safety Systems from the Releasees during the Class Period of any subsequent settlement agreement reached in the Proceedings, any related approval hearings, and any other major steps in the Proceedings;
- (c) to facilitate the claims administration process with respect to any other settlement agreement(s) achieved or court awards issued in the Proceedings; and
- (d) as otherwise authorized in Section 4.

(4) All information provided by the Settling Defendants pursuant to Section 12.2(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 12.2(1) to any Court-appointed notice provider and/or any Court-appointed claims administrator, to the extent reasonably necessary for the purposes enumerated in Section 12.2(3). Any Court-appointed notice provider and/or any Court appointed claims administrator shall be bound by the same confidentiality obligations set out in Section 4. If this Settlement Agreement is terminated, all information provided by the Settling Defendants pursuant to Section 12.2(1) shall be dealt with in accordance with Section 6.2(1)(d) and no record of the information so provided shall be retained by Class Counsel in any form whatsoever.

(5) The Settling Defendants through their counsel will make themselves reasonably available to respond to questions respecting the information provided pursuant to Section 12.2(1) from Class Counsel or any Court-appointed notice provider and/or Court-appointed 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 7 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 under this Section 12.2 shall cease when the Proceedings 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 12.2.

### **Section 13 - Class Counsel Fees, Disbursements and Administration Expenses**

(1) The Settling Defendants shall not be liable for any fees, disbursements or taxes of any of Class Counsel's, the Plaintiffs' or Settlement Class Members' respective lawyers, experts, advisors, agents, or representatives.

(2) Siskinds LLP shall pay the costs of the notices required by Section 11 and any costs of translation required by Section 14.12 from the Trust Account, as they become due. The Settling Defendants shall not have any responsibility for the costs of the notices or translation.

(3) 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 Settlement Fund



after the Effective Date. No Class Counsel Fees shall be paid from the Settlement Fund prior to the Effective Date.

(4) Except as provided herein, Administration Expenses may only be paid out of the Trust Account after the Effective Date.

(5) In the event that some of the funds remain in the Trust Account after payment of Class Counsel Disbursements, Class Counsel Fees and Administrative Expenses, Class Counsel shall seek direction from the Courts regarding the distribution of the remaining funds.

(6) Class Counsel reserve the right to bring motions to the Courts for reimbursement out of the Trust Account for any future Class Counsel Disbursements.

(7) The Settling Defendants shall not be liable for any fees, 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 recours collectifs in Quebec may be entitled, or any lien of any Person on any payment to any Settlement Class Member from the Settlement Amount.

## **Section 14 - Miscellaneous**

### **14.1 Motions for Directions**

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

(2) All motions contemplated by this Settlement Agreement shall be on notice to the Parties.

### **14.2 Releasees Have No Liability for Administration**

(1) The Releasees have no responsibility for and no liability whatsoever with respect to the administration of the Settlement Agreement.

### **14.3 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.

### **14.4 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.

### **14.5 Ongoing Jurisdiction**

- (1) Each of the Courts shall retain exclusive jurisdiction over the Proceeding commenced in its jurisdiction, 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 Section 14.5(1) and (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 claim of a Settlement Class Member in the BC Action or the Quebec Action shall be determined by the Ontario Court.

#### **14.6 Governing Law**

(1) Subject to Section 14.6(2), this Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario.

(2) Notwithstanding Section 14.6(1), for matters relating specifically to: (i) the claim of a Settlement Class Member in the BC Action or the Quebec Action, or (ii) the BC or Quebec Action, the BC or Quebec Court, as applicable, shall apply the law of its own jurisdiction.

#### **14.7 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.

#### **14.8 Amendments**

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

#### **14.9 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 by the Plaintiffs shall be binding upon all Releasors and each and every covenant and agreement made by the Settling Defendants shall be binding upon all of the Releasees.

#### **14.10 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 PDF signature shall be deemed an original signature for purposes of executing this Settlement Agreement.

#### **14.11 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.

#### **14.12 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 the Courts, 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.

#### **14.13 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 to any errors of fact, of law and/or of calculation.

#### **14.14 Recitals**

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

#### **14.15 Schedules**

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

**14.16 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.

**14.17 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.

**14.18 Notice**

- (1) Where this Settlement Agreement requires a Party to provide notice or any other communication or document to another, 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

Sharon Matthews, Q.C. and David Jones  
CAMP FIORANTE MATTHEWS MOGERMAN  
4<sup>th</sup> Floor, 856 Homer St.  
Vancouver, BC V6B 2W5  
Tel: 604.689.7555  
Fax: 604.689.7554  
Email: smatthews@cfmlawyers.ca  
djones@cfmlawyers.ca

Simon Hébert  
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: simon.hebert@siskindsdesmeules.com

**For Settling Defendants:**

Jeffrey Leon and Emrys Davis  
Bennett Jones LLP  
3400 One First Canadian Place  
P.O. Box 130  
Toronto, ON M5X 1A4  
Tel: 416.863.1200  
Fax: 416.863.1716  
Email: leonj@bennettjones.com  
davis@bennettjones.com

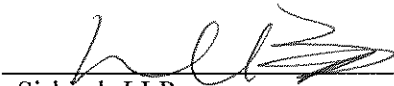
Pascale Dionne-Bourassa  
BDBL Avocats Inc.  
René-Lévesque Blvd. East  
2nd Floor E.  
Montreal, QC H2X 3Z5  
Tel 514.317.2970  
Fax: 514.317.2971  
Email: pdionne-bourassa@bdbllinc.com

**14.19 Date of Execution**

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


**URLIN RENT A CAR, KATE O'LEARY SWINKELS, and FADY SAMAHA** on their own behalf and on behalf of the Settlement Class, by their counsel

Name of Authorized Signatory: Linda Visser

Signature of Authorized Signatory:   
Siskinds LLP  
Ontario Counsel

**SHERIDAN CHEVROLET CADILLAC LTD. and PICKERING AUTO MALL LTD.,** on their own behalf and on behalf of the Settlement Class, by their counsel

Name of Authorized Signatory: Linda Visser

Signature of Authorized Signatory:   
*per* Sotos LLP  
Ontario Counsel

**DARREN EWERT** on his own behalf and on behalf of the Settlement Class, by his counsel

Name of Authorized Signatory: Linda Visser

Signature of Authorized Signatory:   
*per* Camp Fiorante Matthews Mogerman  
BC Counsel

**M. SERGE ASSELIN**, on his own behalf and on behalf of the Settlement Class, by his counsel

Name of Authorized Signatory: Simon Hébert

Signature of Authorized Signatory:   
for Siskinds Desmucles s.e.n.c.r.l.  
Quebec Counsel

**TRW AUTOMOTIVE HOLDINGS CORP., TRW AUTOMOTIVE INC. and TRW DEUTSCHLAND HOLDING GmbH**, by their counsel

Name of Authorized Signatory: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_  
Bennett Jones LLP

Name of Authorized Signatory: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_  
BDBL Avocats Inc.




**M. SERGE ASSELIN**, on his own behalf and on behalf of the Settlement Class, by his counsel

Name of Authorized Signatory: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_  
Siskinds Desmuelles s.e.n.c.r.l.  
Quebec Counsel

**TRW AUTOMOTIVE HOLDINGS CORP., TRW AUTOMOTIVE INC. and TRW DEUTSCHLAND HOLDING GmbH**, by their counsel

Name of Authorized Signatory: JEFFREY LEON

Signature of Authorized Signatory:   
Bennett Jones LLP

Name of Authorized Signatory: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_  
BDBL Avocats Inc.

**M. SERGE ASSELIN**, on his own behalf and on behalf of the Settlement Class, by his counsel

Name of Authorized Signatory: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_  
Siskinds Desmuelles s.e.n.c.r.l.  
Quebec Counsel

**TRW AUTOMOTIVE HOLDINGS CORP., TRW AUTOMOTIVE INC. and TRW DEUTSCHLAND HOLDING GmbH**, by their counsel

Name of Authorized Signatory: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_  
Bennett Jones LLP

Name of Authorized Signatory: Pascal Dionne-Bourassa

Signature of Authorized Signatory: BDBL Avocats inc.  
BDBL Avocats Inc.

**SCHEDULE “A”**

**Proceedings**

<b>Court and File No.</b>	<b>Plaintiffs’ Counsel</b>	<b>Plaintiff</b>	<b>Named Defendants</b>	<b>Settlement Class</b>
<b>Ontario Action</b>				
Ontario Superior Court of Justice Court File No. CV-13-472259-00CP	Siskinds LLP and Sotos LP	Sheridan Chevrolet Cadillac Ltd., Pickering Auto Mall Ltd., Urlin Rent a Car Ltd., Kate O’Leary Swinkels and Fady Samaha	Autoliv ASP, Inc., Autoliv B.V. & Co. KG, Autoliv Japan Ltd., Autoliv Safety Technology, Inc., Takata Corporation, TK Holdings Inc., Tokai Rika Co., Ltd., TRQSS Inc., TRAM, Inc., TAC Manufacturing Inc., Toyoda Gosei, Co. Ltd., Toyoda Gosei North America Corporation and TG Missouri Corporation, TRW Automotive Holdings Corp., TRW Automotive Inc., TRW Deutschland Holding GmbH, and Mitsubishi Electric Corporation, Mitsubishi Electric Automotive America, Inc. and Mitsubishi Electric Sales Canada Inc.	All Persons in Canada who, during the Class Period, (a) purchased an Occupant Safety System in Canada; and/or (b) purchased or leased a new Automotive Vehicle containing an Occupant Safety System in Canada; and/or (c) purchased for import into Canada, a new Automotive Vehicle containing an Occupant Safety System. Excluded Persons and Persons who are included in the Quebec Settlement Class and the BC Settlement Class are excluded from the Ontario Settlement Class.
<b>BC Action</b>				
British Columbia Supreme Court File No. S-132959 (Vancouver Registry)	Camp Fiorante Matthews Mogerman	Darren Ewert	Autoliv Inc., Autoliv ASP, Inc., Autoliv B.V. & Co. K.G., Autoliv Electronics Canada Inc., Autoliv Japan Ltd., Autoliv Safety Technology, Inc., Autoliv Canada, Inc., VOA Canada Inc., Takata Corp., TK Holdings, Inc., Tokai Rika Co., Ltd., TRAM, Inc., TAC Manufacturing, Inc., Toyoda Gosei, Co., Ltd., TRW Automotive Inc., TRW Deutschland Holding GmbH, and TRQSS, Inc.	All Persons in British Columbia who, during the Class Period, (a) purchased an Occupant Safety System in Canada; and/or (b) purchased or leased a new Automotive Vehicle containing an Occupant Safety System in Canada; and/or (c) purchased, for import into Canada, a new Automotive Vehicle containing an Occupant Safety System. Excluded Persons are excluded from the BC

Court and File No.	Plaintiffs' Counsel	Plaintiff	Named Defendants	Settlement Class
<b>Quebec Action</b>				Settlement Class.
Superior Court of Quebec (district of Québec), File No. 200-06-000158-132	Siskinds Desmuelles s.e.n.c.r.l.	M. Serge Asselin	Autoliv ASP, Inc., Autoliv B.V. & Co. KG, Autoliv Japan Ltd, Autoliv Safety Technology, Inc., Takata Corporation, TK Holdings Inc., Tokai Rika Co., Ltd., TRQSS Inc., TRAM, Inc., TAC Manufacturing, Inc., Toyota Gosei Co., Ltd., TRW Automotive Holdings Corp., TRW Automotive Inc., TRW Deutschland Holding GmbH, Mitsubishi Electric Corporation, Mitsubishi Electric Automotive America, Inc., and Mitsubishi Electric Sales Canada Inc.	All (i) individuals in Quebec and (ii) legal Persons resident in Quebec established for a private interest, partnership or association which had under its direction or control no more than 50 Persons bound to it by a contract of employment who, during the Class Period, (a) purchased an Occupant Safety System in Canada; and/or (b) purchased or leased a new Automotive Vehicle containing an Occupant Safety System in Canada; and/or (c) purchased for import into Canada, a new Automotive Vehicle containing an Occupant Safety System. Excluded Persons are excluded from the Quebec Settlement Class.

**SCHEDULE “B”**

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

The Honourable ) , the day  
Justice Belobaba ) of , 2014

**BETWEEN:**

Court File No. CV-13-472259-00CP

SHERIDAN CHEVROLET CADILLAC LTD., PICKERING AUTO MALL LTD., URLIN RENT A  
CAR LTD., KATE O’LEARY SWINKELS, and FADY SAMAHA

Plaintiffs

- and -

AUTOLIV ASP, INC., AUTOLIV B.V. & CO. KG, AUTOLIV JAPAN LTD., AUTOLIV SAFETY  
TECHNOLOGY, INC., TAKATA CORPORATION, TK HOLDINGS INC., TOKAI RIKA CO., LTD.,  
TRQSS INC., TRAM, INC., TAC MANUFACTURING, INC., TOYODA GOSEI, CO., LTD.,  
TOYODA GOSEI NORTH AMERICA CORPORATION, TG MISSOURI CORPORATION, TRW  
AUTOMOTIVE HOLDINGS CORP., TRW AUTOMOTIVE INC., TRW DEUTSCHLAND HOLDING  
GMBH, MITSUBISHI ELECTRIC CORPORATION, MITSUBISHI ELECTRIC AUTOMOTIVE  
AMERICA, INC., and MITSUBISHI ELECTRIC SALES CANADA INC.

Defendants

Proceeding under the *Class Proceedings Act*, 1992, SO 1992, c C.6

**ORDER**

**THIS MOTION** made by the Plaintiffs for an Order approving the short-form and long-form notices of settlement approval hearings and the method of dissemination of said notices, and certifying this proceeding as a class proceeding for settlement purposes as against TRW Automotive Holdings Corp., TRW Automotive Inc., and TRW Deutschland Holding GmbH (the “Settling Defendants”) was heard this day at the Courthouse, 130 Queen Street West, Toronto, Ontario.

**ON READING** the materials filed, including the settlement agreement dated ●, 2014 attached to this Order as Schedule “A” (the “Settlement Agreement”), and on hearing the submissions of counsel for the Plaintiffs, Counsel for the Settling Defendants, and counsel for the Non-Settling Defendants in the Ontario Action;

**AND ON BEING ADVISED** that ● has consented to being appointed as notice provider in accordance with the terms of this Order;

**AND ON BEING ADVISED** that the 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 short-form and long-form notices of settlement approval hearing are hereby approved substantially in the forms attached respectively hereto as Schedules “B” and “C”.
3. THIS COURT ORDERS that the plan of dissemination for the short-form and long-form notices of settlement approval hearings (the “Plan of Dissemination”) is hereby approved in the form attached hereto as Schedule “D” and that the notices of settlement approval hearings shall be disseminated in accordance with the Plan of Dissemination.
4. THIS COURT ORDERS that ● is appointed to disseminate the short-form and long-form notices of settlement approval hearing in accordance with the terms of this Order.
5. THIS COURT ORDERS that the Non-Settling Defendants are required to provide the names, addresses and contact names of their direct purchaser customers of Occupant Safety Systems in Canada during the Class Period (the “Customer Information”) to ● [the notice provider], for the limited purpose of distributing notice in accordance with this or any other court order.
6. THIS COURT ORDERS that ● [the notice provider] shall maintain the confidentiality of the Customer Information and shall not disclose the Customer Information to any other person, including, without limitation, the parties to this action, or use the Customer Information for any other purpose.
7. THIS COURT ORDERS that the Ontario Action is certified as a class proceeding as against the Settling Defendants for settlement purposes only.
8. THIS COURT ORDERS that the “Ontario Settlement Class” is certified as follows:

All Persons in Canada who, during the Class Period, (a) purchased an Occupant Safety System in Canada; and/or (b) purchased or leased a new Automotive Vehicle containing an Occupant Safety System in Canada; and/or (c) purchased for import into Canada, a new Automotive Vehicle containing an Occupant Safety System. Excluded Persons and Persons who are included in the Quebec Settlement Class and the BC Settlement Class are excluded from the Ontario Settlement Class.

9. THIS COURT ORDERS that Sheridan Chevrolet Cadillac Ltd., Pickering Auto Mall Ltd., Urlin Rent a Car Ltd., Kate O’Leary Swinkels and Fady Samaha are appointed as the representative plaintiffs for the Ontario Settlement Class.
10. THIS COURT ORDERS that the following issue is common to the Ontario Settlement Class:

Did the Settling Defendants conspire to fix, raise, maintain, or stabilize the prices of Occupant Safety Systems in Canada and elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?
11. THIS COURT ORDERS that the certification of the Ontario Action as against the Settling Defendants for settlement purposes pursuant to this Order, including the definition of the Ontario Settlement Class and the Common Issue, is without prejudice to the rights and defences of the Non-Settling Defendants in connection with the ongoing Ontario Action.
12. THIS COURT ORDERS that putative members of the Ontario Settlement Class can opt out of the Ontario Action by sending a written request to opt out to Ontario Counsel, postmarked on or before the date that is sixty (60) days from the date of the first publication of the short-form notice of settlement approval hearings attached hereto as Schedule “B”. The written election to opt out must include the information specified in the long-form notice of settlement approval hearing attached hereto as Schedule “C”.
13. THIS COURT ORDERS that where the postmark is not visible or legible, the election to opt-out shall be deemed to have been postmarked four business days prior to the date that it is received by Ontario Counsel.
14. THIS COURT ORDERS that any putative member of the Ontario Settlement Class who validly opts out of the Ontario action shall not be able to participate in the Ontario action and no further right to opt out of the Ontario action will be provided.

15. THIS COURT ORDERS that this Order is contingent upon parallel orders being made by the BC Court and the Quebec Court, and the terms of this Order shall not be effective unless and until such orders are made by the BC Court and the Quebec Court.

Date:

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The Honourable Justice Belobaba



**SCHEDULE “C”**

Court File No. CV-13-472259-00CP

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

The Honourable ) , the day  
Justice Belobaba ) of , 2014

BETWEEN:

SHERIDAN CHEVROLET CADILLAC LTD., PICKERING AUTO MALL LTD., URLIN RENT A  
CAR LTD., KATE O’LEARY SWINKELS, and FADY SAMAHA

Plaintiffs

- and -

AUTOLIV ASP, INC., AUTOLIV B.V. & CO. KG, AUTOLIV JAPAN LTD., AUTOLIV SAFETY  
TECHNOLOGY, INC., TAKATA CORPORATION, TK HOLDINGS INC., TOKAI RIKA CO., LTD.,  
TRQSS INC., TRAM, INC., TAC MANUFACTURING, INC., TOYODA GOSEI, CO., LTD.,  
TOYODA GOSEI NORTH AMERICA CORPORATION, TG MISSOURI CORPORATION, TRW  
AUTOMOTIVE HOLDINGS CORP., TRW AUTOMOTIVE INC., TRW DEUTSCHLAND HOLDING  
GMBH, MITSUBISHI ELECTRIC CORPORATION, MITSUBISHI ELECTRIC AUTOMOTIVE  
AMERICA, INC., and MITSUBISHI ELECTRIC SALES CANADA INC.

Defendants

Proceeding under the *Class Proceedings Act, 1992*

**ORDER**

**THIS MOTION** made by the Plaintiffs for an Order approving the settlement agreement entered into with the Defendants TRW Automotive Holdings Corp., TRW Automotive Inc., and TRW Deutschland Holding GmbH (the “Settling Defendants”) and dismissing this action as against the Settling Defendants, was heard this day at the Courthouse, 130 Queen Street West, Toronto, Ontario.

**AND ON READING** the materials filed, including the settlement agreement dated • attached to this Order as Schedule “A” (the “Settlement Agreement”), and on hearing the submissions of counsel for the Plaintiffs, counsel for the Settling Defendants and counsel for the Non-Settling Defendants in the Ontario Action;

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

**AND ON BEING ADVISED** that the Plaintiff 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* are dispensed with in respect of the Ontario Action.
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 s. 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 consent and 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, the Releasors shall not now or hereafter institute, continue, maintain 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 action, suit, 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, in respect of any Released Claim except for the continuation of the Proceedings against the Non-Settling Defendants or unnamed alleged co-conspirators that are not Releasees or, if the Proceedings are not certified or authorized, the continuation of the claims asserted in the Proceedings on an individual basis or otherwise against any Non-Settling Defendant or unnamed co-conspirator that is not a Releasee.

10. THIS COURT ORDERS that the use of the terms “Releasors” 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 if this Court ultimately determines that there is a right of contribution and indemnity or other claim over, whether in equity or in law, by statute or otherwise:
  - (a) 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, or otherwise, by any Non-Settling Defendant, any named or unnamed co-conspirator that is not a Releasee or any other Person or party against a Releasee, or by a Releasee against any Non-Settling Defendant or any named or unnamed co-conspirator that is not a Releasee, are barred, prohibited and enjoined in accordance with the terms of this Section (unless such claim is made in respect of a claim by a Person who has validly opted out of the Proceedings);
  - (b) the Ontario Plaintiffs and 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*) that corresponds to the Proportionate Liability of the Releasees proven at trial or otherwise;

- (c) the Ontario Plaintiffs and 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, and shall be entitled 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, only such claims for damages (including punitive damages, if any), restitutionary award, disgorgement of profits, costs, and interest 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 Ontario Settlement Class Members, if any, and, for greater certainty, the Ontario Settlement Class Members shall be entitled to claim and 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, to the extent provided by law; and
  - (d) this Court shall have full authority to determine the Proportionate Liability of the Releasees at the trial or other disposition of the Ontario 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 and any determination by this Court in respect of the Proportionate Liability of the Releasees shall only apply in the Ontario Action and shall not be binding on the Releasees in any other proceeding.
13. THIS COURT ORDERS that if, in the absence of paragraph 12 hereof, the Non-Settling Defendants would not have the right to make claims for contribution and indemnity or other claims over, whether in equity or in law, by statute or otherwise, from or against the Releasees, then 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, restitutionary award, disgorgement of profits or judgment against them in favour of members of the Ontario Settlement Class in the Ontario Action.

14. 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, and on at least thirty (30) days' notice to Counsel for the Settling Defendants, and not to be brought unless and until the relevant Proceeding 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 an affidavit of documents from a Settling Defendant(s) in accordance with the Ontario *Rules of Civil Procedure*;
  - (b) oral discovery of a representative of a Settling Defendant(s), the transcript of which may be read in at trial;
  - (c) leave to serve a request to admit on a Settling Defendant(s) in respect of factual matters; and/or
  - (d) the production of a representative of a Settling Defendant(s) to testify at trial, with such witness to be subject to cross-examination by counsel for the Non-Settling Defendants.
15. THIS COURT ORDERS that the Settling Defendants retain all rights to oppose such motion(s) brought under paragraph 14. Moreover, nothing herein restricts a Settling Defendant 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 14. Notwithstanding any provision in this Order, on any motion brought pursuant to paragraph 14, the Court may make such orders as to costs and other terms as it considers appropriate.
16. THIS COURT ORDERS that a Non-Settling Defendant may effect service of the motion(s) referred to in paragraph 14 above on the Settling Defendant by service on Counsel for the Settling Defendants.
17. 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 acknowledge and 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.

18. 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 against the Non-Settling Defendants or named or unnamed co-conspirators who are not Releasees.
19. THIS COURT ORDERS that no Releasee shall have any responsibility or liability whatsoever relating to the administration of the Settlement Agreement, including administration, investment, or distribution of the Trust Account.
20. THIS COURT ORDERS that the Settlement Amount shall be held in the Trust Account by Siskinds LLP for the benefit of Class Members and the Settlement Amount may be used to pay Class Counsel Disbursements incurred for the benefit of the Settlement Classes in the continued prosecution of the litigation 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 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.
21. 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.
22. 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, and the BC Action has been dismissed with prejudice and without costs and the Quebec Actions have been declared settled out of court as against the defendants in the relevant proceeding by the Courts. 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.
23. 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.

24. THIS COURT ORDERS that the Ontario Action is hereby dismissed as against the Settling Defendants, without costs and with prejudice.

Date:

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The Honourable Justice Belobaba