

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

Made as of July 11, 2023

Between

**GAZAREK REALTY HOLDINGS LTD., 5045320 ONTARIO LTD.,
FADY SAMAHA, JORDAN RAMSAY, SERGE ASSELIN and DARREN EWERT**

(the “**Plaintiffs**”)

and

**VALEO S.A., VALEO INCORPORATED, VALEO JAPAN CO. LTD., VALEO
CLIMATE CONTROL CORP, VALEO COMPRESSOR NORTH AMERICA, INC.,
VALEO ELECTRICAL SYSTEMS, INC., VALEO, INC. and ICHIKOH INDUSTRIES,
LTD.**

(the “**Settling Defendants**”)

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RECITALS

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

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

C. WHEREAS the Settlement Class Members were permitted an opportunity to opt out of the Proceedings and the deadlines to opt out of the Proceedings have passed. Three Persons validly and timely exercised the right to opt out of the Air Conditioning Systems Proceeding, one Person validly and timely exercised the right to opt out of the Automotive Access Mechanisms Proceeding, two Persons validly and timely exercised the right to opt out of the High Intensity Discharge Ballasts Proceeding, and two Persons validly and timely exercised the right to opt out of the Autolights Proceeding;

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

E. WHEREAS on March 1, 2021, The Pickering Auto Mall Ltd. amalgamated with 2061222 Ontario Ltd. to form 5045320 Ontario Ltd, and Sheridan Chevrolet Cadillac Ltd. amalgamated with Gazarek Realty Holdings Ltd. and Gerald A. Gazarek Holdings Ltd. to form Gazarek Realty Holdings Ltd.;

F. 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;

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

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

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

J. WHEREAS as a result of these settlement discussions and negotiations, the Settling Defendants and the Plaintiffs have entered into this Settlement Agreement which sets out all of the terms and conditions of the settlement between the Settling Defendants and the Plaintiffs, both individually and on behalf of the Settlement Classes;

K. WHEREAS Class Counsel, on their own behalf and on behalf of the Plaintiffs and the proposed Settlement Classes, have reviewed and fully understand the terms of this Settlement Agreement and, based on their analyses of the facts and law applicable to the Plaintiffs' claims, having regard to the burdens and expense associated with prosecuting the Proceedings, including the risks and uncertainties associated with trials and appeals, and having regard to the value of the Settlement Agreement, have concluded that this Settlement Agreement is fair, reasonable and in the best interests of the Plaintiffs and the proposed Settlement Classes;

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

M. WHEREAS the Parties consent to certification of the Ontario Actions and the authorization of the Quebec Action as class proceedings and to the Settlement Classes and a Common Issue in respect of the Ontario Actions and Quebec Action solely for the purposes of implementing this Settlement Agreement and contingent on approval by the Ontario and Quebec 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;

N. WHEREAS the Ontario and Quebec Plaintiffs assert that they are adequate class representatives for the Settlement Classes they seek to represent and will seek to be appointed as representative plaintiffs in their respective Proceedings; and

O. WHEREAS the Parties intend to pursue the approval of this Settlement Agreement through the Ontario and Quebec Courts, and register the Ontario Air Conditioning Systems and Autolights settlement approval orders at the court registry in British Columbia in accordance with the *Enforcement of Canadian Judgments and Decrees Act*, SBC 2003, ch 28 (or alternatively, obtain a Final Order of the BC Court registering the Ontario Air Conditioning Systems and Autolights settlement approval orders), and dismiss the BC Actions by consent and with prejudice as against the Settling Defendants named in the BC Actions;

NOW THEREFORE, in consideration of the covenants, agreements and releases set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the Parties that the Ontario and Quebec Actions be settled and dismissed with prejudice as to the Settling Defendants only, and the BC Actions be dismissed by consent and with prejudice as against the Settling Defendants named in the BC Actions, all without costs as to the Plaintiffs, the Settlement Classes the Ontario and Quebec Plaintiffs seek to represent, and the Settling Defendants, subject to the approval of the Ontario and Quebec Courts, on the following terms and conditions:

SECTION 1 – DEFINITIONS

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

(1) **Administration Expenses** means all fees, disbursements, expenses, costs, taxes and any other amounts incurred or payable by the Plaintiffs, Class Counsel or otherwise for the approval, implementation and operation of this Settlement Agreement, including the costs of notices, but excluding Class Counsel Fees and Class Counsel Disbursements.

(2) **Air Conditioning Systems** are systems that cool the interior environment of an Automotive Vehicle and are part of an Automotive Vehicle's thermal system. An Air Conditioning System may include, to the extent included in the relevant request for quotation, compressors, condensers, HVAC units (blower motors, actuators, flaps, evaporators, heater cores, and filters embedded in a plastic housing), control panels, sensors, and associated hoses and pipes.

(3) **Autolights** means headlights and rear combination lights used in Automotive Vehicles. A headlight is an automotive light (with LED, Xenon, or Halogen technology) installed in the front of an Automotive Vehicle, and may include a headlight, clearance light, daytime running light, fog light, and/or turn signal. A rear combination light is an automotive light (with LED, Xenon, or Halogen technology) installed in the rear of an Automotive Vehicle, and may include a back-up light, tail light, stop light, and/or turn signal.

(4) **Automotive Access Mechanisms** means a variety of automotive access mechanisms used within a vehicle including, but not limited to, inside and outside door handles, tailgate or trunk handles; keys, lock sets, key sets and door locks; and electrical steering column locks and mechanical steering column locks.

(5) **Automotive Vehicle** means passenger cars, sport utility vehicles (SUVs), vans, and light trucks (up to 10,000 lbs).

(6) **BC Actions** means the BC Actions as defined in Schedule A, and includes any action subsequently consolidated into the BC Actions.

(7) **BC Counsel** means Camp Fiorante Matthews Mogergerman LLP.

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

- (9) **BC Plaintiff** means Darren Ewert.
- (10) **Claims Administrator** means the firm proposed by Class Counsel and appointed by the Ontario and Quebec Courts, as applicable, to administer the Settlement Amount in accordance with the provisions of this Settlement Agreement and the Distribution Protocol, and any employees of such firm.
- (11) **Class Counsel** means Ontario Counsel, Quebec Counsel and BC Counsel.
- (12) **Class Counsel Disbursements** include the disbursements 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 the Proceedings.
- (13) **Class Counsel Fees** means the fees of Class Counsel, and any applicable taxes or charges thereon, including any amounts payable as a result of the Settlement Agreement by Class Counsel or the Settlement Class Members to any other body or Person.
- (14) **Class Period** means, in respect of each Proceeding, the class period for that proceeding as defined in Schedule A.
- (15) **Common Issue** means, in respect of each Proceeding, the common issue for that Proceeding as defined in Schedule A.
- (16) **Counsel for the Settling Defendants** means Stikeman Elliott LLP.
- (17) **Courts** means the Ontario Court, the Quebec Court and the BC Court.
- (18) **Date of Execution** means the date on the cover page as of which the Parties have executed this Settlement Agreement.
- (19) **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 any of the Proceedings in the future. For greater certainty, Defendants includes the Settling Defendants and the Settled Defendants.
- (20) **Distribution Protocol** means the plan for distributing the Settlement Amount and accrued interest, in whole or in part, as approved by the Ontario and Quebec Courts, as applicable.

(21) **Effective Date** means the date when:

- (a) Final Orders have been received from the Ontario and Quebec Courts approving this Settlement Agreement;
- (b) the BC Actions have been dismissed by consent and with prejudice as against the Settling Defendants named in the BC Actions; and
- (c) the Ontario Air Conditioning Systems and Autolights settlement approval orders have been registered at the court registry in British Columbia in accordance with the *Enforcement of Canadian Judgments and Decrees Act*, SBC 2003, ch 28, or the BC Court grants a Final Order registering the Ontario Air Conditioning Systems and Autolights settlement approval orders.

(22) **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 opted-out of the applicable Proceeding in accordance with the orders of the applicable Court.

(23) **Final Order** means a final order, judgment or equivalent decree entered by either of the Courts, once the time to appeal such order has expired without any appeal being taken, if an appeal lies, or if the order is appealed, once there has been affirmation of the order upon a final disposition of all appeals.

(24) **High Intensity Discharge Ballasts** means electrical devices that limit the amount of electrical current flowing to a high intensity discharge headlamp installed in an Automotive Vehicle, which would otherwise rise to destructive levels due to the high intensity discharge headlamp's negative resistance.

(25) **Ontario Actions** means the Ontario Actions as defined in Schedule A and includes any actions subsequently consolidated into the Ontario Actions.

(26) **Ontario Counsel** means Siskinds LLP and Sotos LLP.

(27) **Ontario Court** means the Ontario Superior Court of Justice.

(28) **Ontario Plaintiffs** means, in respect of each of the Ontario Actions, the entities named as plaintiffs as set out in Schedule A.

(29) **Ontario Settlement Class** means, in respect of each Ontario Action, the settlement class as defined in Schedule A.

(30) **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.

(31) **Party and Parties** means the Settling Defendants, the Plaintiffs, and, where necessary, the Settlement Class Members.

(32) **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.

(33) **Plaintiffs** means the BC Plaintiff, Ontario Plaintiffs, and Quebec Plaintiff.

(34) **Proceedings** means the BC Actions, the Ontario Actions, the Quebec Action, and the Related Actions, and “Proceeding” means the BC Actions or the Ontario Actions or the Quebec Action or the Related Actions, as applicable.

(35) **Quebec Action** means the Quebec Action as defined in Schedule A and includes any actions subsequently consolidated into the Quebec Action.

(36) **Quebec Counsel** means Siskinds Desmeules s.e.n.c.r.l.

(37) **Quebec Court** means the Superior Court of Quebec.

(38) **Quebec Plaintiff** means Serge Asselin.

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

(40) **Related Actions** means the Related Actions, as defined in Schedule A and includes any action subsequently consolidated into the Related Actions.

(41) **Released Claims** means any and all manner of claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, whether personal or subrogated, damages of any kind (including compensatory, punitive or other damages) whenever incurred, liabilities of any nature whatsoever, including interest, costs, expenses, class administration expenses (including Administration Expenses), penalties, and lawyers' fees (including Class Counsel Fees and Class Counsel Disbursements), known or unknown, suspected or unsuspected, actual or contingent, liquidated or unliquidated, in law, under statute or in equity, that any of the Releasors ever had, now has or hereafter can, shall or may have, relating in any way to the purchase, sale, pricing, discounting, manufacturing, marketing, offering or distributing of the Relevant Parts, whether purchased directly or indirectly, including as part of an Automotive Vehicle, including any claims for consequential, subsequent or follow-on harm that arises after the Date of Execution in respect of any agreement, combination, conspiracy or conduct that occurred during the applicable Class Period. The Released Claims do not include: (i) claims based on negligence, personal injury, breach of contract, bailment, failure to deliver lost goods, damaged or delayed goods, product defects, breach of warranty, securities, or similar claims between the Parties that relate to the Relevant Parts (unless such claims allege anticompetitive conduct or anticompetitive communications among competitors); (ii) claims brought (whether before or after the Effective Date) outside of Canada relating to purchases of the Relevant Parts outside of Canada; (iii) claims brought (whether before or after the Effective Date) under laws other than those of Canada relating to purchases of the Relevant Parts outside of Canada; or (iv) claims concerning any automotive part other than the Relevant Parts, where such claims do not concern the Relevant Parts.

(42) **Releasees** means, jointly and severally, individually and collectively, the Settling Defendants and all of their present and former direct and indirect parents, owners, subsidiaries, divisions, affiliates, associates (as defined in the *Canada Business Corporations Act*, RSC 1985, c C-44), partners, joint ventures, franchisees, dealers, insurers, and all other Persons, partnerships or corporations with whom any of the former have been, or are now, affiliated, and all of their respective past, present and future officers, directors, employees, agents, mandataries, shareholders, attorneys, trustees, servants and representatives, members, managers and the

predecessors, successors, purchasers, heirs, executors, administrators and assigns of each of the foregoing.

(43) **Releasors** means, jointly and severally, individually and collectively, the Plaintiffs and the Settlement Class Members, on behalf of themselves and any Person or entity claiming by or through them as a parent, subsidiary, affiliate, predecessor, successor, shareholder, partner, director, owner of any kind, agent, principal, employee, contractor, attorney, heir, executor, administrator, insurer, devisee, assignee, or representative of any kind, other than Persons who validly and timely opted out of the applicable Proceeding in accordance with orders of the Courts.

(44) **Relevant Parts** means Air Conditioning Systems, Autolights, Automotive Access Mechanisms, and High Intensity Discharge Ballasts.

(45) **Settled Defendants** means any Defendant (excluding the Settling Defendants) that executes its own settlement agreement with the Plaintiffs in the Proceedings and whose settlement agreement becomes effective in accordance with its terms, whether or not such settlement agreement is in existence at the Date of Execution.

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

(47) **Settlement Amount** means US\$700,000.

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

(49) **Settlement Class Member** means a member of the Settlement Class.

(50) **Settling Defendants** means Valeo S.A., Valeo Incorporated, Valeo Japan Co. Ltd., Valeo Climate Control Corp, Valeo Compressor North America, Inc., Valeo Electrical Systems, Inc., Valeo, Inc., and Ichikoh Industries, Ltd.

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

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

SECTION 2 – SETTLEMENT APPROVAL

2.1 Best Efforts

- (1) The Parties shall use their best efforts to implement this Settlement Agreement and to:
 - (a) secure the prompt, complete and final dismissal with prejudice of the Ontario Actions as against the Settling Defendants;
 - (b) secure a declaration of settlement out of court in the Quebec Action;
 - (c) dismiss the BC Actions by consent and with prejudice as against the Settling Defendants named in the BC Actions; and
 - (d) register the Ontario Air Conditioning Systems and Autolights settlement approval orders at the court registry in British Columbia in accordance with the *Enforcement of Canadian Judgments and Decrees Act*, SBC 2003, ch 28, or obtain a Final Order from the BC Court registering the Ontario Air Conditioning Systems and Autolights settlement approval orders.

2.2 Motion Seeking Approval of Notice and Certification

- (1) The Ontario and Quebec Plaintiffs shall file motions before the Ontario and Quebec Courts, as soon as practicable after the Date of Execution, for orders approving the notices described in Section 9.1(1) and certifying or authorizing the Proceedings commenced in their respective jurisdictions as class proceedings as against the Settling Defendants (for settlement purposes only).
- (2) The Ontario orders approving the notices described in Section 9.1(1) and certifying the Ontario Actions for settlement purposes shall be substantially in the form attached as Schedule B. The Quebec order approving the notices described in Section 9.1(1) and authorizing the Quebec Action for settlement purposes shall be agreed upon by the Parties and shall, where possible, mirror the substance and form of the Ontario Order.

2.3 Motion Seeking Approval of the Settlement Agreement

(1) The Plaintiffs shall make best efforts to file a motion before the Ontario and Quebec 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 9.1(1) have been published.

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

2.4 BC Dismissals and Registration Process

(1) After the Ontario Air Conditioning Systems and Autolights orders referred to in section 2.3 are issued, the BC Plaintiff will:

- (a) have the Ontario Air Conditioning Systems and Autolights settlement approval orders registered at the court registry in British Columbia in accordance with the *Enforcement of Canadian Judgments and Decrees Act*, SBC 2003, ch 28, or bring an application in the BC Court for an order registering the Ontario Air Conditioning Systems and Autolights settlement approval orders, all without costs to any Parties; and
- (b) dismiss the BC Actions by consent and with prejudice as against the Settling Defendants named in the BC Actions without costs to any Parties.

2.5 Pre-Motion Confidentiality

(1) Until the first of the motions required by Section 2.2(1) is brought, the Parties shall keep all of the terms of the Settlement Agreement confidential and shall not disclose them without the prior consent of Counsel for the Settling Defendants and Class Counsel, as the case may be, except as stated in 2.5(2) and as required for the purposes of financial reporting, the preparation of financial records (including tax returns and financial statements), as necessary to give effect to its terms, or as otherwise required by law.

(2) Upon the Date of Execution, Class Counsel may disclose the existence and terms of this Settlement Agreement to the Courts.

2.6 Settlement Agreement Effective

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

SECTION 3 – SETTLEMENT BENEFITS

3.1 Payment of Settlement Amount

(1) By no later than September 15, 2023, the Settling Defendants shall pay the Settlement Amount to Siskinds LLP, for deposit into the Trust Account. The Settlement Amount shall be converted by Siskinds LLP into Canadian currency upon deposit into the Trust Account.

(2) Payment of the Settlement Amount shall be made by wire transfer. At least thirty (30) days prior to the Settlement Amount becoming due, Siskinds LLP will provide, in writing, the following information necessary to complete the wire transfer: name of bank, address of bank, ABA number, SWIFT number, name of beneficiary, beneficiary's bank account number, beneficiary's address, and bank contact details.

(3) The Settlement Amount and other consideration to be provided in accordance with the terms of this Settlement Agreement shall be provided in full satisfaction of the Released Claims against the Releasees, and shall be allocated by Class Counsel among the Relevant Parts.

(4) The Settlement Amount shall be all-inclusive of all amounts, including interest, costs, Administration Expenses, Class Counsel Fees and Class Counsel Disbursements.

(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, the Proceedings, or any Other Actions.

(6) Once a Claims Administrator has been appointed in the Proceedings, Siskinds LLP shall transfer control of the Trust Account to the Claims Administrator.

(7) Siskinds LLP and the Claims Administrator shall maintain the Trust Account as provided for in this Settlement Agreement.

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

3.2 Taxes and Interest

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

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

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

SECTION 4- TERMINATION OF SETTLEMENT AGREEMENT

4.1 Right of Termination

(1) In the event that:

- (a) the Ontario or Quebec Court declines to certify or authorize the Ontario or Quebec Actions, as applicable, for the purposes of the Settlement Agreement;
- (b) the Ontario Court declines to dismiss the Ontario Actions as against the Settling Defendants;

- (c) the Quebec Court declines to declare settled out of court the Quebec Action as against the Settling Defendants;
- (d) the Ontario or Quebec Court declines to approve this Settlement Agreement or any material part, or approves this Settlement Agreement in a materially modified form;
- (e) the Ontario or Quebec 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;
- (f) any order approving this Settlement Agreement made by the Ontario Court or Quebec Court does not become a Final Order;
- (g) the Ontario Air Conditioning Systems and Autolights settlement approval orders are not registered at the court registry in British Columbia under the *Enforcement of Canadian Judgments and Decrees Act*, the BC Court denies any application for an order registering the Ontario Air Conditioning Systems and Autolights settlement approval orders, or any order of the BC Court registering the Ontario Air Conditioning Systems and Autolights settlement approval orders do not become a Final Order; or
- (h) the BC Actions are not dismissed with prejudice against the Settling Defendants named in the BC Actions;

the Plaintiffs and the Settling Defendants shall each have the right to terminate this Settlement Agreement by delivering a written notice pursuant to Section 13.17, within thirty (30) days following an event described above.

(2) In addition, if the Settlement Amount is not paid in accordance with Section 3.1(1), the Plaintiffs shall have the right to terminate this Settlement Agreement by delivering a written notice pursuant to Section 13.17, within thirty (30) days after such non-payment, or move before the Ontario and Quebec Courts to enforce the terms of this Settlement Agreement.

(3) Except as provided for in Section 4.4, if the Settlement Agreement is not approved, is terminated, or otherwise fails to take effect for any reason, the Settlement Agreement shall be null

and void and have no further force or effect, and shall not be binding on the Parties, and shall not be used as evidence or otherwise in any litigation or in any other way for any reason.

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

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

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

4.2 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 the Ontario or Quebec Actions as class proceedings on the basis of this Settlement Agreement, or to approve this Settlement Agreement, which has not been decided, shall proceed;
- (b) the Parties will cooperate in seeking to have any issued order(s) certifying or authorizing the Ontario or Quebec Actions as class proceedings on the basis of the Settlement Agreement or approving this Settlement Agreement set aside and declared null and void and of no force or effect, and any Person shall be estopped from asserting otherwise;
- (c) any prior certification or authorization of the Ontario or Quebec Actions as class proceedings on the basis of this Settlement Agreement, including the definitions of the Settlement Classes and the Common Issues pursuant to this Settlement Agreement, shall be without prejudice to any position that any of the Parties or Releasees may take on any issue in the Proceedings, or in any Other Actions or other litigation; and
- (d) within ten (10) days of such termination having occurred, Class Counsel shall make reasonable efforts to destroy all documents or other materials provided by the Settling Defendants and/or Counsel for the Settling Defendants under this

Settlement Agreement or containing or reflecting information derived from such documents or other materials received from the Settling Defendants and/or Counsel for the Settling Defendants and, to the extent Class Counsel has disclosed any documents or information provided by the Settling Defendants and/or Counsel for the Settling Defendants to any other Person, shall make reasonable efforts to recover and destroy such documents or information. Class Counsel shall provide Counsel for the Settling Defendants with a written certification by Class Counsel of such destruction. Nothing contained in this Section 4.2 shall be construed to require Class Counsel to destroy any of their work product. However, any documents or information provided by the Settling Defendants and/or Counsel for the Settling Defendants, or received from the Settling Defendants and/or Counsel for the Settling Defendants in connection with this Settlement Agreement, may not be disclosed to any Person in any manner or used, directly or indirectly, by Class Counsel or any other Person in any way for any reason, without the express prior written permission of the relevant Settling 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.

4.3 Allocation of Settlement Amount Following Termination

(1) If the Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason, Siskinds LLP shall, within thirty (30) days of the written notice pursuant to Section 4.1(1), return to the Settling Defendants the amount they have paid to Siskinds LLP, plus all accrued interest thereon, but less the Settling Defendants' proportional share of the costs of notices required by Section 9.1(1) and any translations required by Section 13.11.

4.4 Survival of Provisions After Termination

(1) If this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason, the provisions of Sections 3.1(8), 3.2(3), 4.1(3), 4.2, 4.3, 4.4, 7.1, 7.2, and 9.1(2), and the definitions and Schedules applicable thereto shall survive the termination and continue in full force and effect. The definitions and Schedules shall survive only for the limited purpose of the interpretation of Sections 3.1(8), 3.2(3), 4.1(3), 4.2, 4.3, 4.4, 7.1, 7.2, and 9.1(2) 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 5 – RELEASES AND DISMISSALS

5.1 Release of Releasees

(1) Upon the Effective Date, subject to Section 5.3, and in consideration of payment of the Settlement Amount and for other valuable consideration set forth in the Settlement Agreement, the Releasers forever and absolutely release and forever discharge the Releasees from the Released Claims that any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have.

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

(3) Notwithstanding any of the foregoing, the releases granted pursuant to this Section 5.1 shall be deemed partial for the purposes of article 1687 and following the *Civil Code of Quebec*, shall inure only to the benefit of the Releasees and shall not preclude, foreclose or otherwise limit the rights of Settlement Class Members who are residents of Quebec against unnamed alleged co-conspirators that are not Releasees.

5.2 Covenant Not to Sue

(1) Upon the Effective Date, and notwithstanding Section 5.1, for any Settlement Class Members resident in any province or territory where the release of one tortfeasor is a release of all other tortfeasors, the Releasers do not release the Releasees but instead the Releasers covenant and undertake not to make any claim in any way or to threaten, commence, participate in or continue any proceeding in any jurisdiction against the Releasees in respect of or in relation to the Released Claims. For greater certainty, Section 5.1(3) continues to apply to residents of Quebec.

5.3 No Further Claims

(1) Upon the Effective Date, each Releasor shall not now or hereafter institute, continue, maintain, intervene in or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other Person, any proceeding, cause of action, claim or demand against any Releasee, or any other Person who may claim contribution or indemnity, or other claims over relief, from any Releasee, whether pursuant to the *Negligence Act*, RSO 1990, c N 1 or other legislation or at common law or equity in respect of any Released Claim. For greater certainty and without limiting the generality of the foregoing, the Releasors shall not assert or pursue a Released Claim, against any Releasee under the laws of any foreign jurisdiction.

5.4 Dismissal of the Ontario, Quebec and BC Actions

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

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

5.5 Dismissal of Other Actions

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

(2) Upon the Effective Date, all Other Actions commenced in Ontario by any Settlement Class Member, to the extent such Other Actions relate to Released Claims, shall be dismissed as against the Releasees, without costs, with prejudice and without reservation.

(3) Upon the Effective Date, each member of the Quebec Settlement Class, with the exception of those deemed excluded under Article 580(2) of the *Code of Civil Procedure*, shall be deemed to irrevocably consent to the dismissal, without costs and without reservation, of his, her or its Other Actions against the Releasees, to the extent such Other Actions relate to the Released Claims.

5.6 Material Term

(1) The releases, covenants, dismissals, and granting of consent contemplated in this Section shall be considered a material term of the Settlement Agreement and the failure of the Ontario or Quebec Court to approve the releases, covenants, dismissals, and granting of consent contemplated herein shall give rise to a right of termination pursuant to Section 4.1 of the Settlement Agreement.

SECTION 6 – BAR ORDER, WAIVER OF SOLIDARITY AND RESERVATION OF OTHER CLAIMS

6.1 Ontario Bar Order

(1) Class Counsel shall seek a bar order from the Ontario Court providing that to the extent such claims are recognized at law, all claims for contribution, indemnity or other claims over, whether asserted, unasserted or asserted in a representative capacity, inclusive of interest, taxes and costs, relating to the Released Claims, which were or could have been brought in the Proceedings or any Other Actions, or otherwise, by any named or unnamed co-conspirator that is not a Releasee, any Settled Defendant or any other Person or party against a Releasee, or by a Releasee against any named or unnamed co-conspirator that is not a Releasee, any Settled Defendant, or any other Person or party, are barred, prohibited and enjoined in accordance with the terms of this Section 6.1 (unless such claim is made in respect of a claim by a Person who has validly opted-out of the applicable Proceeding).

6.2 Quebec Waiver or Renunciation of Solidarity Order

(1) Class Counsel shall seek a declaration by the Quebec Court that the Quebec Plaintiff and the Quebec Settlement Class have renounced the benefit of solidarity. The declaration obtained will provide for the following:

- (a) the Quebec Plaintiff and Quebec Settlement Class Members expressly waive and renounce the benefit of solidarity against any other Person or party that is not a Releasee with respect to the facts, deeds or other conduct of the Releasees; and
- (b) 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 or any Other Action commenced in Quebec.

6.3 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.

6.4 Material Term

(1) The Parties acknowledge that the bar orders, waiver or renunciation of solidarity, and reservation of rights contemplated in this Section 6 shall be considered a material term of the Settlement Agreement and the failure of the Ontario or Quebec Court to approve the bar orders, waiver or renunciation of solidarity, and reservations of rights contemplated herein shall give rise to a right of termination pursuant to Section 4.1 of the Settlement Agreement.

SECTION 7 – EFFECT OF SETTLEMENT

7.1 No Admission of Liability

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

7.2 Agreement Not Evidence

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

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

7.3 No Further Litigation

(1) No Class Counsel, nor anyone currently or hereafter employed by or a partner with Class Counsel, may directly or indirectly participate or be involved in or in any way assist with respect to any claim made or action commenced by any Person against the Settling Defendants which relates to or arises from the Released Claims. Moreover, Class Counsel or anyone currently or hereafter employed by or a partner with Class Counsel may not divulge to anyone for any purpose any information obtained in the course of the Proceedings or the negotiation and preparation of this Settlement Agreement, except to the extent such information was, is or becomes otherwise publicly available or unless ordered to do so by a court.

(2) Section 7.3(1) shall be inoperative to (and only to) the extent that it is inconsistent with Class Counsel's obligations under Rule 3.2-10 of the Code of Professional Conduct for British Columbia.

SECTION 8 – CERTIFICATION OR AUTHORIZATION FOR SETTLEMENT PURPOSES ONLY

(1) The Parties agree that the Ontario and Quebec Actions 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 Ontario and Quebec Courts.

(2) The Plaintiffs agree that, in the motion for certification or authorization of the Ontario and Quebec Actions as class proceedings for settlement purposes and for the approval of this Settlement Agreement, the only common issues that they will seek to define are the Common Issues and the only classes that they will assert are the Settlement Classes.

SECTION 9 – NOTICE TO SETTLEMENT CLASSES

9.1 Notices Required

(1) The proposed Settlement Classes shall be given a single notice of: (i) the certification or authorization of the Ontario and Quebec Actions as class proceedings as against the Settling Defendants for settlement purposes; (ii) the hearing at which the Ontario and Quebec Courts will

be asked to approve the Settlement Agreement; and (iii) if they are brought with the hearing to approve the Settlement Agreement, the hearings to approve Class Counsel Fees and Class Counsel Disbursements.

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

9.2 Form and Distribution of Notices

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

(2) The notices shall be disseminated by a method agreed upon by the Parties and approved by the Ontario and Quebec 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 Ontario and Quebec Courts.

SECTION 10 – ADMINISTRATION AND IMPLEMENTATION

10.1 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 Ontario and Quebec Courts on motions brought by Class Counsel.

SECTION 11– DISTRIBUTION OF THE SETTLEMENT AMOUNT AND ACCRUED INTEREST

11.1 Distribution Protocol

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

(2) The Distribution Protocol shall require Settlement Class Members seeking compensation to give credit for any compensation received through other proceedings or in private out-of-class settlements, unless by such proceedings or private out-of-class settlements the Settlement Class

Member's claim was released in its entirety, in which case the Settlement Class Member shall be deemed ineligible for any further compensation.

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

11.2 No Responsibility for Administration or Fees

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

SECTION 12 – CLASS COUNSEL FEES, DISBURSEMENTS AND ADMINISTRATION EXPENSES

12.1 Responsibility for Fees, Disbursements and Taxes

(1) The Settling Defendants shall not be liable for any Class Counsel Fees, Class Counsel Disbursements, or taxes of any of the lawyers, experts, advisors, agents, or representatives retained by Class Counsel, the Plaintiffs or the Settlement Class Members, or any lien of any Person on any payment to any Settlement Class Member from the Settlement Amount.

12.2 Responsibility for Costs of Notices and Translation

(1) Siskinds LLP shall pay the costs of the notices required by Section 9 and any costs of translation required by Section 13.11 from the Trust Account, as they become due. Subject to Section 4.3, the Releasees shall not have any responsibility for the costs of the notices or translation.

12.3 Court Approval for Class Counsel Fees and Disbursements

(1) Class Counsel may seek the Ontario and Quebec Courts' approval to pay Class Counsel Disbursements and Class Counsel Fees contemporaneous with seeking approval of this Settlement

Agreement. Class Counsel Disbursements and Class Counsel Fees shall be reimbursed and paid solely out of the Trust Account after the Effective Date. Except as provided herein, Administration Expenses may only be paid out of the Trust Account after the Effective Date. No other Class Counsel Disbursements or Class Counsel Fees shall be paid from the Trust Account prior to the Effective Date.

SECTION 13 – MISCELLANEOUS

13.1 Motions for Directions

- (1) Class Counsel or the Settling Defendants may apply to the Ontario Court for directions in respect of the interpretation, implementation and administration of this Settlement Agreement.
- (2) All motions contemplated by this Settlement Agreement shall be on notice to the Parties, except for those applications concerned solely with the implementation and administration of the Distribution Protocol.

13.2 Headings, etc.

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

13.3 Computation of Time

- (1) In the computation of time in this Settlement Agreement, except where a contrary intention appears,
 - (a) where there is a reference to a number of days between two events, the number of days shall be counted by excluding the day on which the first event happens and including the day on which the second event happens, including all calendar days; and

- (b) only in the case where the time for doing an act expires on a holiday as “holiday” is defined in the *Rules of Civil Procedure*, RRO 1990, Reg 194, the act may be done on the next day that is not a holiday.

13.4 Ongoing Jurisdiction

(1) Each of the Courts shall retain exclusive jurisdiction over the Proceedings commenced in its jurisdiction, and the Parties and the Class Counsel Fees in that Proceedings. Notwithstanding the foregoing, the Ontario Court has jurisdiction to approve Class Counsel Fees and Class Counsel Disbursements for Ontario and BC Counsel.

(2) No Party shall ask a Court to make any order to 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) and which it shares jurisdiction over that matter.

(3) Notwithstanding Sections 13.4(1) and 13.4(2), the Ontario Court shall exercise jurisdiction with respect to implementation, administration, interpretation and enforcement of the terms of this Settlement Agreement and the Trust Account, and the Plaintiffs, Settlement Class Members and Settling Defendants attorn to the jurisdiction of the Ontario Court for such purposes.

13.5 Governing Law

(1) This Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

13.6 Entire Agreement

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

13.7 Amendments

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

13.8 Binding Effect

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

13.9 Counterparts

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

13.10 Negotiated Agreement

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

13.11 Language

(1) The Parties acknowledge that they have required and consented that this Settlement Agreement and all related documents be prepared in English; les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais. Nevertheless, if required to by a Court, Class Counsel and/or a translation firm selected by Class Counsel shall

prepare a French translation of the Settlement Agreement, the cost of which shall be paid from the Settlement Amount. In the event of any dispute as to the interpretation or application of this Settlement Agreement, only the English version shall govern.

13.12 Transaction

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

13.13 Recitals

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

13.14 Schedules

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

13.15 Acknowledgements

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

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

13.16 Authorized Signatures

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

13.17 Notice

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

For the Plaintiffs and for Class Counsel in the Proceedings:

Charles M. Wright and Linda Visser
SISKINDS LLP
Barristers and Solicitors
275 Dundas Street, Unit 1
London, ON N6B 3L1
Tel: 519.672.2121
Fax: 519.672.6065
Email: charles.wright@siskinds.com
linda.visser@siskinds.com

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

David Sterns and Jean Marc Leclerc
SOTOS LLP
Barristers and Solicitors
180 Dundas Street West, Suite 1200
Toronto, ON M5G 1Z8
Tel: 416.977.0007
Fax: 416.977.0717
Email: dsterns@sotosllp.com
jleclerc@sotosllp.com

Karim Diallo
SISKINDS DESMEULES s.e.n.c.r.l.
Les promenades du Vieux Quebec
43 rue Buade, bureau 320
Quebec City, QC G1R 4A2
Tel: 418.694.2009
Fax: 418.694.0281
Email: karim.diallo@siskindsdesmeules.com

For the Settling Defendants:

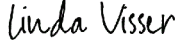
Katherine Kay
STIKEMAN ELLIOTT LLP
5300 Commerce Court West
199 Bay Street
Toronto, ON M5L 1B9
Tel: 416.8695507
Fax: 416.947.0866
Email: kkay@stikeman.com

13.18 Date of Execution

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

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

Name of Authorized Signatory: Linda Visser

Signature of Authorized Signatory: 
Siskinds LLP
Ontario Counsel

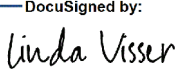
GAZAREK REALTY HOLDINGS LTD. and **5045320 ONTARIO LTD.**, on their own behalf and on behalf of the Settlement Classes that they propose to represent, by their counsel

Name of Authorized Signatory: Jean-Marc Leclerc

Signature of Authorized Signatory: 
Sotos LLP
Ontario Counsel

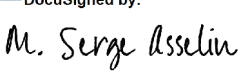
DARREN EWERT, by his counsel

Name of Authorized Signatory: Michelle Segal

Signature of Authorized Signatory: PP

Camp Fiorante
BC Counsel

SERGE ASSELIN on his own behalf and on behalf of the Quebec Settlement Class that he represents

Name of Authorized Signatory: Serge Asselin


Signature of Authorized Signatory: 
436C896698534A8...

VALEO S.A., VALEO INCORPORATED, VALEO JAPAN CO. LTD., VALEO CLIMATE CONTROL CORP, VALEO COMPRESSOR NORTH AMERICA, INC., VALEO ELECTRICAL SYSTEMS, INC., VALEO, INC., and ICHIKOH INDUSTRIES, LTD. by their counsel

Name of Authorized Signatory:

Katherine Kay of Stikeman Elliott LLP

Signature of Authorized Signatory:

Stikeman Elliott LLP 
Stikeman Elliott LLP
Counsel for the Settling Defendants

SCHEDULE A
Proceedings, Settlement Classes, Common Issues

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

Court and File No.	Part	Plaintiff(s)' Counsel	Plaintiff(s)	Defendants	Settlement Class	Common Issues	Class Period
Ontario Superior Court of Justice Court File No. CV-20-634832-00CP	Automotive Access Mechanisms	Sotos LLP	Sheridan Chevrolet Cadillac Ltd. and The Pickering Auto Mall Ltd.	Valeo S.A.	All Persons in Canada who, during the Class Period, (a) purchased, directly or indirectly, Automotive Access Mechanisms; and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing Automotive Access Mechanisms; and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing Automotive Access Mechanisms. Excluded Persons are excluded from the Ontario Settlement Class.	Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Automotive Access Mechanisms in Canada and/or elsewhere during the Class Period?	January 1, 2002 to June 2, 2020

Court and File No.	Part	Plaintiff(s)' Counsel	Plaintiff(s)	Defendants	Settlement Class	Common Issues	Class Period
Ontario Superior Court of Justice Court File No. CV-14-506680-00CP	High Intensity Discharge Ballasts	Siskinds LLP and Sotos LLP	Sheridan Chevrolet Cadillac Ltd., The Pickering Auto Mall Ltd., and Fady Samaha	Panasonic Corporation, Panasonic Corporation of North America, Panasonic Canada Inc., Stanley Electric Co., Ltd., Stanley Electric U.S. Co., Inc., II Stanley Co., Inc., Denso Corporation, Denso International America Inc., Denso Manufacturing Canada, Inc., Denso Sales Canada, Inc., Mitsubishi Electric Corporation, Mitsubishi Electric Automotive America, Inc., Mitsubishi Electric Sales Canada Inc., Koito Manufacturing Co. Ltd., North American Lighting, Inc. and Ichikoh Industries, Ltd.	All Persons in Canada who, during the Class Period, (a) purchased, directly or indirectly, a High Intensity Discharge Ballast; and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing a High Intensity Discharge Ballast; and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing a High Intensity Discharge Ballast. Excluded Persons are excluded from the Ontario Settlement Class.	Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of High Intensity Discharge Ballasts in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?	July 1, 1998 to August 13, 2018

Court and File No.	Part	Plaintiff(s)' Counsel	Plaintiff(s)	Defendants	Settlement Class	Common Issues	Class Period
Ontario Superior Court of Justice Court File No. CV-13-478642-00CP	Autolights	Siskinds LLP and Sotos LLP	Sheridan Chevrolet Cadillac Ltd., The Pickering Auto Mall Ltd., and Fady Samaha	Koito Manufacturing Co., Ltd., North American Lighting, Inc., Ichikoh Industries, Ltd., Stanley Electric Co., Ltd., Stanley Electric U.S. Co. Inc., II Stanley Co., Inc., Mitsuba Corporation, and American Mitsuba Corporation	All Persons in Canada who, during the Class Period, (a) purchased, directly or indirectly, Autolights; and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing Autolights; and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing Autolights. Excluded Persons and Persons who are included in the Quebec Settlement Class are excluded from the Ontario Settlement Class.	Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Autolights in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?	June 1,1997 to April 2, 2019.
Ontario Related Action							
Ontario Superior Court of Justice Court File No. CV-17-578269-00CP{	Automotive Access Mechanisms	Sotos LLP	Sheridan Chevrolet Cadillac Ltd. and The Pickering Auto Mall Ltd.	Alpha Corporation, Alpha Technology Corporation, Aisin Seiki Co., Ltd., Aisin Holdings of America, Inc., Aisin World Corp. of America, Aisin Canada Inc., Kiekert AG and Kiekert USA Inc.	n/a	n/a	n/a

Court and File No.	Part	Plaintiff(s)' Counsel	Plaintiff(s)	Defendants	Settlement Class	Common Issues	Class Period
Quebec Action							
Superior Court of Quebec (district of Québec), File No. 200-06-000174-147	Autolights	Siskinds, Desmeules s.e.n.c.r.l	Serge Asselin	Koito Manufacturing Co., Ltd., North American Lighting, Inc., Ichikoh Industries, Ltd., Stanley Electric Co., Ltd., Stanley Electric U.S. Co., Inc., II Stanley Co., Inc., Mitsuba Corporation and American Mitsuba Corporation	All Persons in Quebec who, during the Class Period, (a) purchased, directly or indirectly, Autolights; and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle; and/or (c) purchased for import into Canada, a new or used Automotive Vehicle. Excluded Persons are excluded from the Quebec Settlement Class.	Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Autolights in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?	June 1,1997 to April 2, 2019

Court and File No.	Part	Plaintiff(s)' Counsel	Plaintiff(s)	Defendants	Settlement Class	Common Issues	Class Period
BC Actions							
British Columbia Supreme Court File No. S-137598 (Vancouver Registry)	Air Conditioning Systems	Camp Fiorante Matthews Mogerman LLP	Darren Ewert	Denso Corporation, Denso International America, Inc., Techma Corporation, Denso Manufacturing Canada, Inc., Denso Sales Canada, Inc., TD Automotive Compressor Georgia LLC, Mitsubishi Heavy Industries, Ltd., Mitsubishi Heavy Industries Automotive Thermal Systems Co., Ltd., MHI Energy & Service Co., Ltd., Shinryo Corporation, Valeo SA, Valeo Japan Co. Ltd., Valeo, Inc., Calsonic Kansei Corporation, Calsonic Kansei North America, Inc., MAHLE Behr GmbH & Co. KG <i>fka</i> Behr GmbH & Co. KG, and MAHLE Behr USA Inc. <i>fka</i> Behr America Inc.	n/a	n/a	n/a
British Columbia Supreme Court File No. S-135606 (Vancouver Registry)	Autolights	Camp Fiorante Matthews Mogerman LLP	Darren Ewert	Koito Manufacturing Co., Ltd., North American Lighting, Inc., Ichikoh Industries, Ltd., Stanley Electric Co., Ltd., Stanley Electric U.S. Co., Inc., and II Stanley Co., Inc.	n/a	n/a	n/a
Related BC Action							
British Columbia Supreme Court File No. S-170745	Air Conditioning Systems	Camp Fiorante Matthews Mogerman LLP	Darren Ewert	Panasonic Corporation, Panasonic Corporation of North America, Panasonic Canada, Inc., Sanden Corporation, Sanden Automotive Components Corporation, Sanden Automotive Climate Systems Corporation and Sanden International (U.S.A.), Inc.	n/a	n/a	n/a

SCHEDULE B

Court File No. ●

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE) , THE DAY
JUSTICE _____) OF , 2023

BETWEEN:

[INSERT NAMED PLAINTIFFS]

Plaintiffs

- and -

[INSERT NAMED DEFENDANTS]

Defendants

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

**ORDER
- [INSERT NAME OF RELEVANT PART] -
- Valeo Notice Approval and Consent Certification -**

THIS MOTION, made by the Ontario Plaintiffs for an Order approving the form and content of the notices of certification and settlement approval hearing (the “Notices”) and the method of dissemination of the Notices, and certifying this proceeding as a class proceeding for settlement purposes only as against Valeo S.A., Valeo Incorporated, Valeo Japan Co. Ltd., Valeo Climate Control Corp, Valeo Compressor North America, Inc., Valeo Electrical Systems, Inc., Valeo, Inc., and Ichikoh Industries, Ltd. (collectively, the “Settling Defendants”) was heard this day by judicial videoconference at Osgoode Hall, 130 Queen Street West, Toronto, Ontario.

ON READING the materials filed, including the settlement agreement with the Settling Defendants dated as of ●, 2023 attached to this Order as Schedule “A” (the “Settlement

Agreement”), and on hearing the submissions of counsel for the Ontario Plaintiffs and Counsel for the Settling Defendants;

AND WHEREAS a parallel class proceeding relating to the pricing of Automotive Access Mechanisms was commenced under Court File No. CV-17-578269-00CP (the “Related Action”) and is being managed with this proceeding;¹

AND ON BEING ADVISED that the Settlement Class Members were permitted an opportunity to opt out of the Related Action, the deadline to opt out of the Related Action has passed, and one Person validly and timely exercised the right to opt out of the Related Action;²

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

1. **THIS COURT ORDERS** that, in addition to the definitions used elsewhere in this Order for the purposes of this Order, the definitions set out in the Settlement Agreement apply to, and are incorporated into, this Order.
2. **THIS COURT ORDERS** that the Ontario Action is certified as a class proceeding as against the Settling Defendants for settlement purposes only.
3. **THIS COURT ORDERS** that the “Ontario Settlement Class” is defined as:

All Persons in Canada who, during the Class Period, (a) purchased, directly or indirectly, **[INSERT RELEVANT PART]**; and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing **[INSERT RELEVANT PART]** and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing **[INSERT RELEVANT PART]**.

¹ Included in the Automotive Access Mechanisms Order only

² Included in the Automotive Access Mechanisms Order only

Excluded Persons **[and Persons who are included in the Quebec Settlement Class]**³ are excluded from the Ontario Settlement Class.

4. **THIS COURT ORDERS** that **[INSERT RELEVANT REPRESENTATIVE PLAINTIFFS]** are hereby appointed as the representative plaintiffs on behalf of the Settlement Class.
5. **THIS COURT ORDERS** that **[INSERT RELEVANT CLASS COUNSEL]** are hereby appointed as Class Counsel in this action.
6. **THIS COURT DECLARES** that the following claims are asserted on behalf of the Settlement Class:
 - (a) Claims for unlawful conspiracy pursuant to common law and s. 36 of the *Competition Act*.
7. **THIS COURT DECLARES** that the relief sought by the Settlement Class is:
 - (a) Damages in the amount of any unlawful overcharge.
8. **THIS COURT ORDERS** that the following issue is common to the Settlement Class:

Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of **[INSERT RELEVANT PART]** in Canada and/or elsewhere during the Class Period?
9. **THIS COURT ORDERS** that the right to opt-out, with respect to the Related Action applies also with respect to this proceeding, and there shall be no other right to opt-out in this proceeding.⁴

³ Included in the Autolights Order only

⁴ Included in the Automotive Access Mechanisms Order only

10. **THIS COURT ORDERS** that the Settlement Class Members shall be given notice of the settlement approval hearing and the certification of this action in substantially the forms set out in Schedules “B” to “D” and in the manner set out in Schedule “E”.
11. **THIS COURT ORDERS** that if the Settlement Agreement is not approved, is terminated in accordance with its terms or otherwise fails to take effect for any reason, this Order, including certification for settlement purposes only, shall be set aside and declared null and void and of no force or effect without the need for any further order of this Court.
12. **THIS COURT ORDERS** that this Order is contingent upon a parallel order being made by the Quebec Court, and the terms of this Order shall not be effective until such order is made by the Quebec Court.⁵

The Honourable Justice _____

⁵ Included in the Autolights Order only

SCHEDULE C

Court File No. ●

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE) , THE DAY
JUSTICE _____) OF , 2023

BETWEEN:

[INSERT NAMED PLAINTIFFS]

Plaintiffs

- and -

[INSERT NAMED DEFENDANTS]

Defendants

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

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

THIS MOTION, made by the Plaintiffs for an Order approving the settlement agreement entered into with Valeo S.A., Valeo Incorporated, Valeo Japan Co. Ltd., Valeo Climate Control Corp, Valeo Compressor North America, Inc., Valeo Electrical Systems, Inc., Valeo, Inc., and Ichikoh Industries, Ltd. (collectively, the “Settling Defendants”) and dismissing this action as against the Settling Defendants, was heard this day at the judicial videoconference at Osgoode Hall, 130 Queen Street West, Toronto, Ontario.

AND ON READING the materials filed, including the settlement agreement dated ●, 2023, attached to this Order as Schedule “A” (the “Settlement Agreement”), and on hearing the submissions of counsel for the Ontario Plaintiffs and counsel for the Settling Defendants;

AND WHEREAS a parallel class proceeding relating to the pricing of Automotive Access Mechanisms was commenced under Court File No. CV-17-578269-00CP (the “Related Action”) and is being cased managed with this proceeding;⁶

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

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

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

1. **THIS COURT ORDERS** that 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 the Settling Defendants in accordance with the terms thereof, and upon each member of the Settlement Class that did not validly opt out of this Action, 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.

⁶ Included in the Automotive Access Mechanisms Order only

4. **THIS COURT ORDERS** that the Settlement Agreement is fair, reasonable and in the best interests of the Settlement Class.
5. **THIS COURT ORDERS** that the opt out process that occurred in the Related Action applies to this proceeding;⁷
6. **THIS COURT ORDERS** that the Settlement Agreement is hereby approved pursuant to section 29 of the *Class Proceedings Act, 1992* and shall be implemented and enforced in accordance with its terms.
7. **THIS COURT ORDERS** that, upon the Effective Date, each member of the Settlement Class shall be deemed to have consented to the dismissal as against the Releasees of any Other Actions they have commenced, without costs and with prejudice.
8. **THIS COURT ORDERS** that, upon the Effective Date, each Other Action commenced in Ontario by any member of the Settlement Class shall be and is hereby dismissed against the Releasees, without costs and with prejudice.
9. **THIS COURT ORDERS** that, upon the Effective Date, subject to paragraph 11, each Releasor has released and shall be conclusively deemed to have forever and absolutely released the Releasees from the Released Claims.
10. **THIS COURT ORDERS** that, upon the Effective Date, each Releasor shall not now or hereafter institute, continue, maintain, intervene in or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other Person, any proceeding, cause of action, claim or demand against any Releasee, or any

⁷ Included in the Automotive Access Mechanisms Order only

other Person who may claim contribution or indemnity, or other claims over relief, from any Releasee, whether pursuant to the *Negligence Act*, RSO 1990, c. N. 1 or other legislation or at common law or equity in respect of any Released Claim.

11. **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 Settlement Class who are resident in any province or territory where the release of one tortfeasor is a release of all tortfeasors.
12. **THIS COURT ORDERS** that, upon the Effective Date, each member of the 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.
13. **THIS COURT ORDERS** that all claims for contribution, indemnity or other claims over, whether asserted, unasserted or asserted in a representative capacity, inclusive of interest, taxes and costs, relating to the Released Claims, which were or could have been brought in the Proceedings or any Other Actions, or otherwise, by any named or unnamed co-conspirator that is not a Releasee, any Settled Defendant or any other Person or party against a Releasee, or by a Releasee against any named or unnamed co-conspirator that is not a Releasee, any Settled Defendant or any other Person or party, are barred, prohibited and enjoined in accordance with the terms of this Order (unless such claim is made in respect of a claim by a Person who has validly opted out of the Proceeding).

14. **THIS COURT ORDERS** that for purposes of administration and enforcement of the Settlement Agreement and this Order, this Court will retain an ongoing supervisory role and the Settling Defendants attorn to the jurisdiction of this Court solely for the purpose of implementing, administering and enforcing the Settlement Agreement and this Order.
15. **THIS COURT ORDERS** that, except as provided herein, this Order does not affect any claims or causes of action that any members of the Settlement Class has or may have in the Ontario Action against any named or unnamed co-conspirators who are not Releasees.
16. **THIS COURT ORDERS** that, other than that which has been provided in the Settlement Agreement, no Releasee shall have any responsibility or liability whatsoever relating to the administration of the Settlement Agreement; to administration, investment, or distribution of the Trust Account; or to the Distribution Protocol.
17. **THIS COURT ORDERS** that, in the event that the Settlement Agreement is terminated in accordance with its terms or otherwise fails to take effect for any reason, this Order shall be declared null and void and of no force or effect without the need for any further order of this Court but with notice to the Settlement Class.
18. **THIS COURT ORDERS** that the terms of this Order shall not be effective unless and until:⁸
 - (a) this order has been registered at the court registry in British Columbia in accordance with *the Enforcement of Canadian Judgments and Decrees Act*, SBC 2003, ch 28, or the BC Court grants a Final Order registering this order; and

⁸ Included in the Air Conditioning Systems Order only

- (b) the BC Action has been dismissed by consent and with prejudice as against the Settling Defendants without costs.
19. **THIS COURT ORDERS** that if the conditions set out in paragraph 18 are not fulfilled, this Order shall be null and void and have no further force or effect, and shall not be binding on the Parties, and shall not be used as evidence or otherwise in any litigation or in any other way for any reason.⁹
20. **THIS COURT ORDERS** that the approval of the Settlement Agreement is contingent upon approval by the Quebec Court, and the terms of this Order shall not be effective unless and until: (i) the Settlement Agreement is approved by the Quebec Court; (ii) the Quebec Action has been declared settled out of court with prejudice and without costs as against the Settling Defendants by the Quebec Court; (iii) this Order has been registered in British Columbia under the *Enforcement of Canadian Judgments and Decrees Act*, SBC 2003, c 29; and (iv) the BC Action has been discontinued as against the Settling Defendants without costs. If such orders and relief 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.¹⁰
21. **THIS COURT ORDERS** that, upon the Effective Date, the Ontario Action is hereby dismissed as against the Settling Defendants, without costs and with prejudice.

The Honourable Justice _____

⁹ Included in the Air Conditioning Systems Order only

¹⁰ Included in the Autolights Order only