Court File No. CV-12-446737-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE	)	Tuesday, THE 19 DAY
	)	
JUSTICE E.P. Belobaba	)	OF June, 2018

BETWEEN:

URLIN RENT A CAR LTD. and FADY SAMAHA

Plaintiffs

and

FURUKAWA ELECTRIC CO. LTD., AMERICAN FURUKAWA INC., FUJIKURA LTD., FUJIKURA AMERICA INC., FUJIKURA AUTOMOTIVE AMERICA LLC, LEONI AG, LEONI KABEL GMBH, LEONI WIRING SYSTEMS, INC., LEONISCHE HOLDING, INC., LEONI WIRE INC., LEONI ELOCAB LTD., LEONI BORDNETZ-SYSTEME GMBH, SUMITOMO ELECTRIC INDUSTRIES, LTD., SEWS CANADA LTD., SUMITOMO WIRING SYSTEMS, LTD., SUMITOMO ELECTRIC WIRING SYSTEMS, INC., SUMITOMO WIRING SYSTEMS (U.S.A.), INC., YAZAKI CORPORATION, YAZAKI NORTH AMERICA, INC., S-Y SYSTEMS TECHNOLOGIES EUROPE, GMBH, G.S. ELECTECH, INC., G.S.W. MANUFACTURING, INC. and G.S. WIRING SYSTEMS INC.

Defendants

Proceeding under the *Class Proceedings Act, 1992*

ORDER

-Automotive Wire Harness Systems-
Settlement Approval – S-Y Systems

THIS MOTION made by the Plaintiffs for an Order approving the settlement agreement entered into with Yazaki Systems Technologies GmbH (formerly S-Y Systems Technologies

Europe, GmbH) (the "Settling Defendant") and dismissing this action as against the Settling Defendant, was read this day at Osgoode Hall, 130 Queen Street West, Toronto, Ontario.

ON READING the materials filed, including the settlement agreement dated June 27, 2017 attached to this Order as Schedule "A" (the "Settlement Agreement"), and on reading the submissions of counsel for the Plaintiffs and counsel for the Settling Defendant;

AND ON BEING ADVISED that the deadline for objecting to the Settlement Agreement has passed and there has been one objection to the Settlement Agreement;

AND ON BEING ADVISED that the deadline for opting out of the Ontario Action has passed, and there were three Persons who validly and timely exercised the right to opt-out;

AND ON BEING ADVISED that the Plaintiffs and the Settling Defendant 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 section 29 of the *Class Proceedings Act, 1992* and shall be implemented and enforced in accordance with its terms.

6. THIS COURT ORDERS that, upon the Effective Date, each member of the Ontario Settlement Class shall be deemed to have consented to the dismissal as against the Releasees of any Other Actions he, she or it has commenced, without costs and with prejudice.

7. THIS COURT ORDERS that, upon the Effective Date, each Other Action commenced in Ontario by any member of the Ontario Settlement Class shall be and is hereby dismissed against the Releasees, without costs and with prejudice.

8. THIS COURT ORDERS that, upon the Effective Date, subject to paragraph 11, each Releasor has released and shall be conclusively deemed to have forever and absolutely released the Releasees from the Released Claims.

9. THIS COURT ORDERS that, upon the Effective Date, each Releasor shall not now or hereafter institute, continue, maintain, intervene in or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other Person, any proceeding, cause of action, claim or demand against any Releasee, or any other Person who may claim contribution or indemnity, or other claims over relief, from any Releasee, whether pursuant to the *Negligence Act*, RSO 1990, c. N. 1 or other legislation or at common law or equity in respect of any Released Claim, except for the continuation of the Proceedings against named 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 named 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 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 Person or party, are barred, prohibited and enjoined in accordance with the terms of this Order (unless such claim is made in respect of a claim by a Person who has validly opted-out of the Proceedings).

13. THIS COURT ORDERS that if this Court ultimately determines that a claim for contribution and indemnity or other claim over, whether in equity or in law, by statute or otherwise is a legally recognized claim:

(a) the Ontario Plaintiffs and the Ontario Settlement Class Members shall not be entitled to claim or recover from 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;

(b) the Ontario Plaintiffs and the Ontario Settlement Class Members shall limit their claims against named or unnamed co-conspirators and/or any other Person or party that is not a Releasee to include only, and shall only seek to recover from named or unnamed co-conspirators and/or any other Person or party that is not a Releasee, those claims for damages (including punitive damages, if any), restitutionary award, disgorgement of profits, costs, and interest attributable to the aggregate of the several liability of 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 seek to recover on a joint and several basis as between named or unnamed co-conspirators and/or any other Person or party that is not a Releasee, if permitted by law; and

(c) this Court shall have full authority to determine the Proportionate Liability of the Releasees at the trial or other disposition of the Ontario Action, 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.

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 Defendant attorns 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.

15. THIS COURT ORDERS that, except as provided herein, this Order does not affect any claims or causes of action that any Ontario Settlement Class Member has or may have in the Ontario Action against named or unnamed co-conspirators who are not Releasees.

16. THIS COURT ORDERS that no Releasee shall have any responsibility or liability whatsoever relating to the administration of the Settlement Agreement; to administration, investment, or distribution of the Trust Account; or to the Distribution Protocol.

17. THIS COURT ORDERS that the Settlement Amount shall be held in the Trust Account by Siskinds LLP or the Claims Administrator for the benefit of Class Members and, after the Effective Date, distributed in accordance with the Distribution Protocol.

18. THIS COURT ORDERS that the approval of the Settlement Agreement is contingent upon approval by the BC Court and the Quebec Court, and the terms of this Order shall not be effective unless and until the Settlement Agreement is approved by the BC Court and the Quebec Court, the BC Action has been dismissed with prejudice and without costs by the BC Court and the Quebec Action has been declared settled out of court with prejudice and without costs as against the Settling Defendant by the Quebec Court. If such orders are not secured in Quebec and British Columbia, this Order shall be null and void and without prejudice to the rights of the Parties to proceed with this action and any agreement between the parties incorporated in this Order shall be deemed in any subsequent proceedings to have been made without prejudice.

19. 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.

20. THIS COURT ORDERS that, except as aforesaid, this action be and is hereby dismissed against the Settling Defendant, without costs and with prejudice.

(Signature of Justice)

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

JUN 19 2018

PER / PAR:

SCHEDULE "A"

CANADIAN AUTOMOTIVE WIRE HARNESS SYSTEMS CLASS ACTIONS NATIONAL SETTLEMENT AGREEMENT

Made as of June 27, 2017

Between

URLIN RENT A CAR LTD., FADY SAMAHA, DARREN EWERT, M. SERGE ASSELIN, and M. GAËTAN ROY

(the "**Plaintiffs**")

and

YAZAKI SYSTEMS TECHNOLOGIES GMBH (formerly S-Y SYSTEMS TECHNOLOGIES EUROPE, GMBH)

(the "**Settling Defendant**")

CANADIAN AUTOMOTIVE WIRE HARNESS SYSTEMS CLASS ACTIONS NATIONAL SETTLEMENT AGREEMENT

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CANADIAN AUTOMOTIVE WIRE HARNESS SYSTEMS CLASS ACTIONS NATIONAL SETTLEMENT AGREEMENT

RECITALS

A. WHEREAS the Proceedings were commenced by the BC Plaintiff in British Columbia, the Quebec Plaintiffs 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 Automotive Wire Harness Systems to rig bids for, and to raise, fix, maintain or stabilize the prices of Automotive Wire Harness Systems sold in Canada and elsewhere as early as January 1, 1999 until at least March 1, 2010, 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 putative Settlement Class Members were permitted an opportunity to opt-out and three Persons validly and timely exercised the right to opt-out;

D. WHEREAS the Settling Defendant 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;

E. WHEREAS the Plaintiffs, Class Counsel and the Settling Defendant 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 Defendant;

F. WHEREAS the Settling Defendant is 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;

G. WHEREAS the Settling Defendant does 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 it has previously done so in the Proceedings and as expressly provided in this Settlement Agreement with respect to the Proceedings;

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

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

J. 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;

K. 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 Defendant;

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

M. 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; and

NOW THEREFORE, in consideration of the covenants, agreements and releases set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the Parties that the Ontario Action and BC Action be settled and dismissed as to the Settling Defendant only, and the Quebec Action be declared settled out of court with prejudice as against the Settling Defendant, all without costs as to the Plaintiffs, the classes they seek to represent, or the Settling Defendant, subject to the approval of the Courts, 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 Wire Harness Systems*** means, for the purpose of the definition of the settlement classes in Schedule A of this Settlement Agreement, electrical distribution systems used to direct and control electronic components, wiring, and circuit boards in an Automotive Vehicle. The term "Automotive Wire Harness Systems" as used herein includes the following: wire harnesses, automotive electrical wiring, lead wire assemblies, cable bond, automotive wiring connectors, automotive wiring terminals, high voltage wiring, electronic control units which were procured as part of an Automotive Wire Harness System, electrical boxes, fuse boxes, relay boxes, junction blocks, speed sensor wire assemblies, instrument panel clusters and power distributors. Automotive Wire Harness Systems includes new Automotive Wire Harness Systems as well as Automotive Wire Harness Systems purchased for repair or replacement.

(3) ***Automotive Vehicle*** means, for the purpose of the definition of the settlement classes in Schedule A of this Settlement Agreement, all automobiles, passenger cars, sports utility vehicles, vans, trucks, buses, and (without limitation) any other type of vehicle containing an Automotive Wire Harness System.

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

(5) ***BC Counsel*** means Camp Fiorante Matthews Mogerman.

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

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

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

(9) ***Claims Administrator*** means the firm proposed by Class Counsel and appointed by the Courts to administer the Settlement Amount in accordance with the provisions of this Settlement Agreement and the Distribution Protocol as approved by the Courts, and any employees of such firm.

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

(11) ***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.

(12) ***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, including the Fonds d'aide aux actions collectives in Quebec.

(13) ***Class Period*** means January 1, 1999 to December 4, 2014.

(14) ***Common Issue*** means: Did the Settling Defendant conspire to rig bids for and fix, raise, maintain or stabilize the prices of Automotive Wire Harness Systems in Canada and elsewhere during the Class Period?

(15) ***Counsel for the Settling Defendant*** means Stikeman Elliott LLP.

(16) ***Courts*** means the Ontario Court, the Quebec Court and the BC Court.

(17) ***Date of Execution*** means the date on the cover page as of which the Parties have executed this Settlement Agreement.

(18) ***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 Defendant.

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

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

(21) ***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 Proceedings in accordance with the orders of the applicable Court.

(22) ***Final Order*** means the later of a final judgment pronounced 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.

(23) ***Non-Settling Defendant*** means any Defendant that is not a Settling Defendant or a Settled Defendant 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.

(24) ***Ontario Action*** means the Ontario Action as defined in Schedule A.

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

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

(27) ***Ontario Plaintiffs*** means Urlin Rent A Car Ltd. and Fady Samaha.

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

(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, including, without limitation, the putative class action claims bearing case captions: *Retallick et al. v. Denso Corporation et al.*, S.K. Q.B. No. 980 of 2014, *Retallick et al. v. Fujikura Ltd. et al.*, S.K. Q.B. No. 981 of 2014; *Scott et. al. v. Denso Corporation et. al.*, M.B. Q.B. No. C116-01-00745; and *Kett et. al. v. Denso Corporation et. al.*, B.C. S.C. No. S-1510785.

(30) ***Parties*** means the Settling Defendant, 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.

(33) ***Proceedings*** means the BC Action, the Quebec Action, and the Ontario Action.

(34) ***Proportionate Liability*** means the proportion of any judgment that, had the Settling Defendant not settled, the Ontario Court or BC Court, as appropriate, would have apportioned to the Releasees.

(35) ***Purchase Price*** means the sale price paid by Settlement Class Members for an Automotive Wire Harness System during the Class Period, less any rebates, delivery or shipping charges, taxes and any other form of discount.

(36) ***Quebec Action*** means the Quebec Action as defined in Schedule A.

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

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

(39) ***Quebec Plaintiffs*** means M. Serge Asselin and M. Gaëtan Roy.

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

(41) ***Released Claims*** means any and all manner of claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, including the Other Actions 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, 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, relating in any way to any conduct related to, arising from, or described in the Proceedings during the Class Period on account of, arising out of, resulting from, or related to in any respect the purchase, sale, pricing, discounting, manufacturing, offering, marketing or distributing of Automotive Wire Harness Systems or relating to any conduct alleged (or which was previously or could have been alleged) in the Proceedings including, without limitation, any such claims which have been asserted or could have been asserted, directly or indirectly, whether in Canada or elsewhere, in respect of the purchase, sale, pricing, discounting, manufacturing, marketing, offering or distributing of Automotive Wire Harness Systems or the purchase or lease of new Automotive Vehicles containing Automotive Wire Harness Systems, including, without limitation, any claims for consequential, subsequent or follow-on harm that arises after the Class Period in respect of any agreement, combination or conduct that occurred during the Class Period. However, the Released Claims do not include (1) claims based on negligence, personal injury, bailment, failure to deliver lost goods, damaged or delayed goods, product defects, or breach of product warranty, or breach of contract claims or similar claim between the Parties that relates to Automotive Wire Harness Systems but does not relate to alleged anti-competitive conduct; (2) claims brought (whether before or after the Effective Date) outside of Canada relating to purchases of Automotive Wire Harness Systems outside of Canada; or (3) claims

concerning any automotive part other than Automotive Wire Harness Systems, where such claims do not concern Automotive Wire Harness Systems.

(42) ***Releasees*** means, jointly and severally, individually and collectively, the Settling Defendant and all of its 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, including S-Y Systems Technologies America LLC, 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.

(43) ***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.

(44) ***Settled Defendant*** means:

(a) Lear Corporation, Kyungshin-Lear Sales and Engineering, LLC, Chiyoda Mfg. Co. Ltd., Chiyoda USA Corporation, Yazaki Corporation, Yazaki North America, Inc., Fujikura Ltd., Fujikura America Inc., Fujikura Automotive America LLC, Furukawa Electric Co., Ltd., American Furukawa, Inc., Sumitomo Electric Industries, Ltd., SEWS Canada Ltd., Sumitomo Wiring Systems, Ltd., Sumitomo Electric Wiring Systems, Inc., Sumitomo Wiring Systems (U.S.A.), Inc., K & S Wiring Systems Inc., Sumitomo Electric Wintec America, Inc., G.S. Electech, Inc., G.S.W. Manufacturing Inc. and G.S. Wiring Systems Inc.;

and

(b) any Defendant that executes its own settlement agreement, whether before or after the execution of this Settlement Agreement, which settlement agreement is finally approved by the requisite Courts and becomes effective in accordance with its terms.

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

(46) ***Settlement Amount*** means CDN$50,000.

(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 Defendant*** means Yazaki Systems Technologies GmbH, formerly S-Y Systems Technologies Europe, GmbH.

(50) ***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 Defendant, 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 and to secure the prompt, complete and final dismissal with prejudice of the BC Action and the Ontario Action as against the Settling Defendant and a declaration of settlement out of court of the Quebec Action as against the Settling Defendant.

2.2 Motions Seeking Certification or Authorization and Approval of Notice

(1) The Plaintiffs shall file motions before the Courts, as soon as practicable after the Date of Execution, for orders approving the notices described in Section 9.1(1) and for orders certifying or authorizing the Proceedings for settlement purposes.

(2) The Ontario order approving the notices described in Section 9.1(1) and certifying the action for settlement purposes shall be substantially in the form attached as Schedule B. The BC and Quebec orders approving the notices described in Section 9.1(1) shall be agreed upon by the

Parties and shall, where possible, mirror the substance and form of the Ontario order attached as Schedule B.

2.3 Motions Seeking Approval of the Settlement

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

(a) the orders referred to in Section 2.2(1) have been granted; and

(b) the notices described in Section 9.1(1) have been published.

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

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

(4) 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 Defendant 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 thirty (30) days of the Date of Execution, the Settling Defendant 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. Prior to the Settlement Amount becoming due, Siskinds LLP will provide, in writing, the following information necessary to complete the wire transfers: name of bank, address of bank, ABA number, SWIFT number, name of beneficiary, beneficiary's bank account number, beneficiary's address, and bank contact details.

(3) The Settlement Amount and other consideration to be provided in accordance with the terms of this Settlement Agreement shall be provided in full satisfaction of the Released Claims against the Releasees.

(4) The Settlement Amount shall be 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 or any Other Actions.

(6) Once a Claims Administrator has been appointed, Siskinds LLP may transfer all funds in the Trust Account to the Claims Administrator.

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

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

3.2 Taxes and Interest

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

(2) Subject to Section 3.2(3), all taxes payable on any interest which accrues on the Settlement Amount in the Trust Account or otherwise in relation to the Settlement Amount shall be paid from the Trust Account. Siskinds LLP or the Claims Administrator, respectively, 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 Defendant 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 Defendant who, in such case, shall be responsible for the payment of all taxes on such interest not previously paid by Siskinds LLP.

SECTION 4 - TERMINATION OF SETTLEMENT AGREEMENT

4.1 Right of Termination

(1) In the event that:

(a) any Court declines to certify or authorize the Proceedings as against the Settling Defendant for the purposes of the Settlement Agreement;

(b) the Ontario Court or BC Court declines to dismiss the Ontario Action or BC Action, as applicable, as against the Settling Defendant, or the Quebec Court declines to declare settled out of Court the Quebec Action as against the Settling Defendant;

(c) any Court declines to approve this Settlement Agreement or any material part hereof;

(d) any Court approves this Settlement Agreement in a materially modified form;

(e) 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;

(f) any orders approving this Settlement Agreement made by the Ontario Court, the BC Court or the Quebec Court do not become Final Orders; or

(g) the Settlement Amount is not paid in accordance with Section 3.1(1)

the Plaintiffs and the Settling Defendant shall each have the right to terminate this Settlement Agreement (except with respect to (g), in which case only the Plaintiffs shall have the right to terminate this Settlement Agreement) by delivering a written notice pursuant to Section 13.18, within thirty (30) days following an event described above.

(2) Except as provided for in Section 4.4, if the Settlement Agreement is terminated, 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.

(3) Any order, ruling or determination made 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 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; and

(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.

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, return to the Settling Defendant the amount it has paid to Siskinds LLP, plus all accrued interest thereon and less any costs incurred with respect to notices required by Section 9.1(1) up to a maximum of $10,000, and less any costs of translations required by Section 13.12 up to a maximum of $5,000.

4.4 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 3.1(8), 3.1(8), 3.2(3), 4.1(2), 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), 3.1(8), 3.2(3), 4.1(2), 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 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.

5.2 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.

5.3 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 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.

5.4 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, except for the continuation of the Proceedings against the Non-Settling Defendants or named or unnamed co-conspirators that are not Releasees or, if the Proceedings are not certified or authorized with respect to the Non-Settling Defendants, the continuation of the claims asserted in the Proceedings on an individual basis or otherwise against any Non-

Settling Defendant or named or unnamed co-conspirator that is not a Releasee. For greater certainty and without limiting the generality of the foregoing, the Releasors shall not assert or pursue a Released Claim, against any Releasee under the laws of any foreign jurisdiction.

5.5 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 Defendant.

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

5.6 Dismissal of Other Actions

(1) Upon the Effective Date, each Settlement Class Member 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 Automotive Wire Harness Systems.

(2) Upon the Effective Date, all Other Actions commenced by any Settlement Class Member in Ontario, British Columbia or Quebec, to the extent such Other Actions relate to Automotive Wire Harness Systems, shall be dismissed as against the Releasees, without costs and with prejudice.

5.7 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 any 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 ORDER AND OTHER CLAIMS

6.1 Ontario and British Columbia Bar Order

(1) Class Counsel shall seek a bar order from the Ontario Court and the BC Court providing for the following:

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

(b) if the Ontario Court or BC Court, as applicable, ultimately determines that a claim for contribution and indemnity or other claim over, whether in equity or in law, by statute or otherwise is a legally recognized claim:

(i) the Ontario and BC Plaintiffs and the 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;

(ii) 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 only, and shall only seek to recover from the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee, those claims for damages (including punitive

damages, if any), restitutionary award, disgorgement of profits, 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 seek to recover on a joint and several basis as between the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee, if permitted by law: and

(iii) the Ontario and BC Courts shall have full authority to determine the Proportionate Liability of the Releasees at the trial or other disposition of the relevant Proceeding, 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 Ontario Court or BC Court, as applicable, 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;

(c) after the relevant Proceeding against the Non-Settling Defendants has been certified and all appeals or times to appeal have been exhausted, and on at least twenty (20) days' notice to Counsel for the Settling Defendant, a Non-Settling Defendant may, on motion to the Ontario Court or the BC Court, as appropriate, seeking an order for the following, which order shall be determined as if the Settling Defendant remained a party to the relevant Proceeding:

(i) documentary discovery and an affidavit of documents (list of documents in British Columbia) from the Settling Defendant in accordance with that Court's rules of procedure;

(ii) oral discovery of a representative of the Settling Defendant, the transcripts of which may be read in at trial;

(iii) leave to serve a request to admit (notice to admit in British Columbia) on the Settling Defendant in respect of factual matters; and/or

(iv) the production of a representative of the Settling Defendant to testify at trial, with such witness to be subject to cross-examination by counsel for the Non-Settling Defendant.

(d) the Settling Defendant retains all rights to oppose any motion brought pursuant to Section 6.1(1)(c), including any such motion brought at trial seeking an order requiring the Settling Defendant to produce a representative to testify at trial. Moreover, nothing herein restricts the 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 Section 6.1(1)(c);

(e) on any motion brought pursuant to Section 6.1(1)(c), the Ontario Court or BC Court, as applicable, may make such orders as to costs and other terms as it considers appropriate;

(f) to the extent that such an order is granted and discovery is provided to a Non-Settling Defendant, a copy of all discovery provided, whether oral or documentary in nature, shall be provided by the Settling Defendant to the Plaintiffs and Class Counsel within ten (10) days of such discovery being provided to a Non-Settling Defendant;

(g) the Ontario and BC Courts will retain an ongoing supervisory role over the discovery process and the Settling Defendant will attorn to the jurisdiction of the Ontario and BC Courts for these purposes; and

(h) a Non-Settling Defendant may effect service of the motion(s) referred to in Section 6.1(1)(c) on the Settling Defendant by service on Counsel for the Settling Defendant in the relevant Proceedings.

6.2 Quebec Waiver or Renunciation of Solidarity Order

(1) Class Counsel shall seek a waiver or renunciation of solidarity from the Quebec Court providing for the following:

(a) the Quebec Plaintiffs and the Settlement Class Members in the Quebec Action expressly waive and renounce the benefit of solidarity against the Non-Settling Defendant with respect to the facts, deeds or other conduct of the Releasees;

(b) the Quebec Plaintiffs 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 without limitation, judicial fees pursuant to the *Code of Civil Procedure*, and investigative costs claimed pursuant to section 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 Defendant shall be determined according to the provisions of the *Code of Civil Procedure*, and the Settling Defendant shall retain and reserve all of their rights to oppose such discovery under the *Code of Civil Procedure*.

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, waivers, renunciations of solidarity and reservations of rights contemplated in this Section shall be considered a material term of the Settlement Agreement and the failure of any Court to approve the bar orders, waivers, renunciations of solidarity and reservations of rights contemplated herein shall give rise to a right of termination pursuant to Section 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, 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.

7.2 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.

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 Defendant that

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 or becomes otherwise publicly available or unless ordered to do so by a court.

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

SECTION 8 - 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 Defendant solely for purposes of settlement of the Proceedings as against the Settling Defendant 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 Defendant 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 or any other Person or parties that are not Releasees, except as expressly set out in this Settlement Agreement.

SECTION 9 - NOTICE TO SETTLEMENT CLASSES

9.1 Notices Required

(1) The proposed Settlement Classes shall be given a single notice of (i) hearings at which the Courts will be asked to certify or authorize the Proceedings as class proceedings and approve

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

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

9.2 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 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 and Distribution Protocol shall be determined by the 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 Defendant, Class Counsel will bring motions seeking orders from the Courts approving the Distribution Protocol. The motions can be brought before the Effective Date, but the orders approving the Distribution Protocol shall be conditional on the Effective Date occurring.

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

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

11.2 No Responsibility for Administration or Fees

(1) The Settling Defendant shall not have any responsibility, financial obligations or liability whatsoever with respect to the investment, distribution or administration of monies in the Trust Account including, but not limited to, Administration Expenses, Class Counsel Fees and Class Counsel Disbursements.

SECTION 12 - CLASS COUNSEL FEES, DISBURSEMENTS AND ADMINISTRATION EXPENSES

(1) Siskinds LLP shall pay the costs of the notices required by Section 9 and any costs of translation required by Section 13.12 from the Trust Account, as they become due. Subject to Section 4.3(1), the Releasees shall not have any responsibility for the costs of the notices or translation.

(2) Class Counsel may seek the Courts' approval to pay Class Counsel Disbursements and Class Counsel Fees contemporaneous with seeking approval of this Settlement Agreement. Class Counsel Disbursements and Class Counsel Fees shall be reimbursed and paid solely out of the Trust Account after the Effective Date. No Class Counsel Fees shall be paid from the Trust Account prior to the Effective Date.

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

(4) The Settling Defendant 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 actions collectives in Quebec may be entitled, or any lien of any Person on any payment to any Settlement Class Member from the Settlement Amount.

SECTION 13 - MISCELLANEOUS

13.1 Motions for Directions

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

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

13.2 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.

13.3 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.

13.4 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.

13.5 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 13.5(1) and 13.5(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 Defendant attorn to the jurisdiction of the Ontario Court for such purposes. Issues related to the administration of this Settlement Agreement, the Trust Account, and other matters not specifically related to the BC Action or the Quebec Action shall be determined by the Ontario Court.

13.6 Governing Law

(1) Subject to Section 13.6(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 13.6(1), for matters relating specifically to the BC or Quebec Action, the BC or Quebec Court, as applicable, shall apply the law of its own jurisdiction.

13.7 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.

13.8 Amendments

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

13.9 Binding Effect

(1) This Settlement Agreement shall be binding upon, and enure to the benefit of, the Plaintiffs, the Settlement Class Members, the Settling Defendant, 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 Defendant shall be binding upon all of the Releasees.

13.10 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 electronic signature shall be deemed an original signature for purposes of executing this Settlement Agreement.

13.11 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.

13.12 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.

13.13 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 any errors of fact, of law and/or of calculation.

13.14 Recitals

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

13.15 Schedules

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

13.16 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.

13.17 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.

13.18 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
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Fax: 519.672.6065
Email: charles.wright@siskinds.com
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David Sterns and Jean-Marc Leclerc
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Caroline Perrault and Barbara Ann Cain
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Tel: 418.694.2009
Fax: 418.694.0281
Email:
caroline.perrault@siskindsdesmeules.com
barbaraann.cain@siskindsdesmeules.com

For the Settling Defendant:

Katherine Kay, Danielle Royal and Mel Hogg
STIKEMAN ELLIOTT LLP
5300 Commerce Court West
199 Bay Street
Toronto, ON M5L 1B9
Tel: 416-869-5500
Fax: 416-947-0866
Email: kkay@stikeman.com
droyal@stikeman.com
mhogg@stikeman.com

13.19 Date of Execution

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

URLIN RENT A CAR LTD. and **FADY SAMAHA** on their own behalf and on behalf of the Ontario Settlement Class, by their counsel

Name of Authorized Signatory: Linda Visser

Signature of Authorized Signatory:

Siskinds LLP
Ontario Counsel

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

Name of Authorized Signatory: David Jones

Signature of Authorized Signatory:

Camp Fiorante Matthews Mogerman
BC Counsel

M. SERGE ASELIN and **M. GAËTAN ROY**, on their own behalf and on behalf of the Quebec Settlement Class, by their counsel

Name of Authorized Signatory: Linda Visser

Signature of Authorized Signatory:

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

YAZAKI SYSTEMS TECHNOLOGIES GMBH, by its counsel

Name of Authorized Signatory: Katherine L. Kay of Stikeman Elliott LLP

Signature of Authorized Signatory: for Stikeman Elliott LLP

Stikeman Elliott LLP

SCHEDULE "A"

Proceedings

Court and File No.	Plaintiffs' Counsel	Plaintiff	Named Defendants	Settlement Class
			Ontario Action	
Ontario Superior Court of Justice Court File No. CV-12-446737-00CP	Siskinds LLP and Sotos LLP	Urlin Rent A Car Ltd. and Fady Samaha	Furukawa Electric Co., Ltd.; American Furukawa Inc.; Fujikura Ltd.; Fujikura America Inc.; Fujikura Automotive America LLC; Leoni AG; Leoni Kabel GmbH; Leoni Wiring Systems, Inc.; Leonische Holding, Inc.; Leoni Wire Inc.; Leoni Elocab Ltd.; Leoni Bordnetz-Systeme GmbH; Sumitomo Electric Industries, Ltd.; SEWS Canada Ltd.; Sumitomo Wiring Systems, Ltd.; Sumitomo Electric Wiring Systems, Inc.; Sumitomo Wiring Systems (U.S.A.), Inc.; Yazaki Corporation; Yazaki North America, Inc.; S-Y Systems Technologies Europe, GmbH; G.S. Electech, Inc.; G.S.W. Manufacturing, Inc.; and G.S. Wiring Systems Inc.	All Persons in Canada who, during the Class Period, (a) purchased, directly or indirectly, an Automotive Wire Harness System; and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing an Automotive Wire Harness System; and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing an Automotive Wire Harness 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.

Court and File No.	Plaintiffs' Counsel	Plaintiff	Named Defendants	Settlement Class
BC Action				
British Columbia Supreme Court File No. S-132353 (Vancouver Registry)	Camp Fiorante Matthews Mogerman	Darren Ewert	Denso Corp.; Denso International America Inc.; Techma Corporation; Denso Manufacturing Canada, Inc.; Denso Sales Canada, Inc.; Fujikura Ltd.; Fujikura America, Inc.; Furukawa Electric Co., Ltd.; American Furukawa, Inc.; Lear Corp.; Kyungshin-Lear Sales and Engineering, LLC; Leoni AG; Leoni Wiring Systems, Inc.; Leonische Holding, Inc.; Leoni Kabel GmbH; Leoni Wire Inc.; Leoni Elocab Ltd.; Sumitomo Electric Industries, Ltd.; Sumitomo Wiring Systems, Ltd.; Sumitomo Electric Wiring Systems, Inc.; K&S Wiring Systems, Inc.; Sumitomo Wiring Systems (U.S.A.) Inc.; Sumitomo Electric Wintec America, Inc.; S-Y Systems Technologies Europe GmbH; Yazaki Corporation; Yazaki North America, Inc.; G.S. Electech, Inc.; G.S. Wiring Systems Inc.; G.S.W. Manufacturing, Inc.	All Persons in British Columbia who, during the Class Period, (a) purchased, directly or indirectly, an Automotive Wire Harness System; and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing an Automotive Wire Harness System; and/or (c) purchased, for import into Canada, a new or used Automotive Vehicle containing an Automotive Wire Harness System. Excluded Persons are excluded from the BC Settlement Class.
Quebec Action				
Superior Court of Quebec (district of Québec), File No. 200-06-000147-127	Siskinds Desmeules s.e.n.c.r.l.	M. Serge Asselin and M. Gaëtan Roy	Furukawa Electric Co., Ltd.; American Furukawa., Inc.; Leoni AG; Leoni Kabel GmbH; Leoni Wiring Systems, Inc.; Leonische Holding, Inc.; Leoni Wire, Inc.; Leoni Elocab, Ltd.; Leoni Bordnetz-Systeme GmbH; Sumitomo Electric Industries, Ltd.; Sumitomo Wiring Systems, Ltd.; Sumitomo Electric Wiring Systems, Inc.; Sumitomo Wiring Systems (U.S.A.), Inc.; SEWS Canada, Ltd.; S-Y Systems Technologies Europe, GmbH; Yazaki Corporation; Yazaki North America, Inc.; Fujikura, Ltd.; Fujikura America, Inc.; Fujikura Automotive America LLC; Techma Corporation; G.S. Electech, Inc.; G.S.W. Manufacturing, Inc.; G.S. Wiring Systems 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 between April 30, 2011 and April 30, 2012 who, during the Class Period, (a) purchased, directly or indirectly, an Automotive Wire Harness System; and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing an Automotive Wire Harness System; and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing an Automotive Wire Harness System. Excluded Persons are excluded from the Quebec Settlement Class.

SCHEDULE "B"

Court File No. CV-12-446737-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE	)	_____, THE _____DAY
JUSTICE BELOBABA	)	OF _____, 2017

BETWEEN:

URLIN RENT A CAR LTD. and FADY SAMAHA

Plaintiffs

- and -

FURUKAWA ELECTRIC CO. LTD., AMERICAN FURUKAWA INC., FUJIKURA LTD., FUJIKURA AMERICA INC., FUJIKURA AUTOMOTIVE AMERICA LLC, LEONI AG, LEONI KABEL GMBH, LEONI WIRING SYSTEMS, INC., LEONISCHE HOLDING, INC., LEONI WIRE INC., LEONI ELOCAB LTD., LEONI BORDNETZ-SYSTEME GMBH, SUMITOMO ELECTRIC INDUSTRIES, LTD., SEWS CANADA LTD., SUMITOMO WIRING SYSTEMS, LTD., SUMITOMO ELECTRIC WIRING SYSTEMS, INC., SUMITOMO WIRING SYSTEMS (U.S.A.), INC., YAZAKI CORPORATION, YAZAKI NORTH AMERICA, INC., S-Y SYSTEMS TECHNOLOGIES EUROPE, GMBH, G.S. ELECTECH, INC., G.S.W. MANUFACTURING, INC., and G.S. WIRING SYSTEMS INC.

Defendants

Proceeding under the *Class Proceedings Act, 1992*

ORDER
- AUTOMOTIVE WIRE HARNESS SYSTEMS -

THIS MOTION made by the Plaintiffs for an Order approving the abbreviated, publication, 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 Yazaki Systems Technologies GmbH (formerly S-Y Systems Technologies Europe, GmbH) (the "Settling Defendant") was read this day at Osgoode Hall, 130 Queen Street West, Toronto, Ontario.

ON READING the materials filed, including the settlement agreement with Yazaki Systems Technologies GmbH (formerly S-Y Systems Technologies Europe, GmbH) (the "Settling Defendant") dated as of ●, 2017 attached to this Order as Schedule "A" (the "Settlement Agreement"), and on hearing the submissions of counsel for the Plaintiffs, Counsel for the Settling Defendant, and counsel for the Non-Settling Defendants taking no position;

AND ON BEING ADVISED that the deadline for opting out of the Ontario Action has passed, and there were three Persons who validly and timely exercised the right to opt-out;

AND ON BEING ADVISED that the Plaintiffs and the Settling Defendant 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, in the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail.

3. **THIS COURT ORDERS** that the abbreviated, publication, and long-form notices of settlement approval hearing are hereby approved substantially in the forms attached respectively hereto as Schedules "B" to "D".

4. **THIS COURT ORDERS** that the plan of dissemination for the abbreviated, publication, and long-form notices of settlement approval hearing (the "Plan of Dissemination") is hereby approved in the form attached hereto as Schedule "E" and that the notices of settlement approval hearing shall be disseminated in accordance with the Plan of Dissemination.

5. **THIS COURT ORDERS** that the Ontario Action is certified as a class proceeding as against the Settling Defendant for settlement purposes only.

6. **THIS COURT ORDERS** that the "Ontario Settlement Class" is certified as follows:

> All Persons in Canada who, during the Class Period, (a) purchased, directly or indirectly, an Automotive Wire Harness System; and/or

> (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing an Automotive Wire Harness System; and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing an Automotive Wire Harness 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.

7. **THIS COURT ORDERS** that Urlin Rent A Car Ltd. and Fady Samaha are appointed as the representative plaintiffs for the Ontario Settlement Class.

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

> Did the Settling Defendant conspire to rig bids for and fix, maintain, increase or control the prices of Automotive Wire Harness Systems in Canada and elsewhere during the Class Period?

9. **THIS COURT ORDERS** that paragraphs 1 and 5-8 of this Order, including the certification of the Ontario Action as against the Settling Defendant for settlement purposes and the definition of Ontario Settlement Class and Common Issue, and any reasons given by the Court in connection with paragraphs 1 and 5-8 of this Order, are without prejudice to the rights and defences of the Non-Settling Defendants in connection with the ongoing Ontario Action and, without restricting the generality of the foregoing, may not be relied on by any person to establish jurisdiction, the criteria for certification (including class definition) or the existence or elements of the causes of action asserted in the Ontario Action, as against the Non-Settling Defendants.

10. **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.

The Honourable Justice Belobaba

SCHEDULE "C"

Court File No. CV-12-446737-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE	)	_____, THE _____DAY
JUSTICE BELOBABA	)	OF _____, 2017

BETWEEN:

URLIN RENT A CAR LTD. and FADY SAMAHA

Plaintiffs

- and -

FURUKAWA ELECTRIC CO. LTD., AMERICAN FURUKAWA INC., FUJIKURA LTD., FUJIKURA AMERICA INC., FUJIKURA AUTOMOTIVE AMERICA LLC, LEONI AG, LEONI KABEL GMBH, LEONI WIRING SYSTEMS, INC., LEONISCHE HOLDING, INC., LEONI WIRE INC., LEONI ELOCAB LTD., LEONI BORDNETZ-SYSTEME GMBH, SUMITOMO ELECTRIC INDUSTRIES, LTD., SEWS CANADA LTD., SUMITOMO WIRING SYSTEMS, LTD., SUMITOMO ELECTRIC WIRING SYSTEMS, INC., SUMITOMO WIRING SYSTEMS (U.S.A.), INC., YAZAKI CORPORATION, YAZAKI NORTH AMERICA, INC., S-Y SYSTEMS TECHNOLOGIES EUROPE, GMBH, G.S. ELECTECH, INC., G.S.W. MANUFACTURING, INC., and G.S. WIRING SYSTEMS INC.

Defendants

Proceeding under the *Class Proceedings Act, 1992*

ORDER
- AUTOMOTIVE WIRE HARNESS SYSTEMS -

THIS MOTION made by the Plaintiffs for an Order certifying this proceeding as a class proceeding for settlement purposes as against Yazaki Systems Technologies GmbH (formerly S-Y Systems Technologies Europe, GmbH) (the "Settling Defendant") and approving the settlement agreement entered into with the Settling Defendant and dismissing this action as against the Settling Defendant, was heard this day at 130 Queen Street West, Toronto, Ontario.

AND ON READING the materials filed, including the settlement agreement dated ●, 2017 attached to this Order as Schedule "A" (the "Settlement Agreement"), and on hearing the

submissions of counsel for the Plaintiffs, counsel for the Settling Defendant and counsel for the Non-Settling Defendants taking no position;

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

AND ON BEING ADVISED that the deadline for opting out of the Ontario Action has passed, and there were three Persons who validly and timely exercised the right to opt-out;

AND ON BEING ADVISED that the Plaintiffs and the Settling Defendant 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 the approval of the Settlement Agreement and any reasons given by the Court in relation thereto, except any reasons given in connection to paragraphs 13-18, are without prejudice to the rights and defences of the Non-Settling Defendants in connection with the ongoing Ontario Action and, without restricting the generality of the foregoing, may not be relied on by any Person to establish jurisdiction, the criteria for certification (including class definition) or the existence or elements of the causes of action asserted in the Ontario Action, as against the Non-Settling Defendants.

4. **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.

5. **THIS COURT ORDERS** that the Settlement Agreement is fair, reasonable and in the best interests of the Ontario Settlement Class.

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 Ontario Settlement Class Member 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.

8. **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.

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 other Person who may claim contribution or indemnity, or other claims over relief, from any Releasee, whether pursuant to the *Negligence Act*, RSO 1990, c. N. 1 or other legislation or at common law or equity in respect of any Released Claim, except for the continuation of the Proceedings against the Non-Settling Defendants or named or unnamed co-conspirators that are not Releasees or, if the Proceedings are not certified or authorized with respect to the Non-Settling Defendants, the continuation of the claims asserted in the Proceedings on an individual basis or otherwise against any Non-Settling Defendant or named or unnamed co-conspirator that is not a Releasee.

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 Ontario Settlement Class Members 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 Ontario Settlement Class Member 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 Non-Settling Defendant, any named or unnamed co-conspirator that is not a Releasee, any Settled Defendant or any other Person or party against a Releasee, or by a Releasee against any Non-Settling Defendant, any named or unnamed co-conspirator that is not a Releasee, any Settled Defendant or any Person or party, are barred, prohibited and enjoined in accordance with the terms of this Order (unless such claim is made in respect of a claim by a Person who has validly opted-out of the Proceedings).

14. **THIS COURT ORDERS** that if this Court ultimately determines that a claim for contribution and indemnity or other claim over, whether in equity or in law, by statute or otherwise is a legally recognized claim:

    (a) the Ontario Plaintiffs and the Ontario Settlement Class Members shall not be entitled to claim or recover from the Non-Settling Defendant 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;

    (b) the Ontario Plaintiffs and the Ontario Settlement Class Members shall limit their claims against the Non-Settling Defendant and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee to include only, and shall only seek to recover from the Non-Settling Defendant and/or named or unnamed co-conspirators and/or any other Person or party that is not a

Releasee, those claims for damages (including punitive damages, if any), restitutionary award, disgorgement of profits, costs, and interest attributable to the aggregate of the several liability of the Non-Settling Defendant 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 seek to recover on a joint and several basis as between the Non-Settling Defendant and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee, if permitted by law; and

(c) this Court shall have full authority to determine the Proportionate Liability of the Releasees at the trial or other disposition of the Ontario Action, 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.

15. **THIS COURT ORDERS** that nothing in this Order is intended to or shall limit, restrict or affect any arguments which the Non-Settling Defendant may make regarding the reduction of any assessment of damages, restitutionary award, disgorgement of profits or judgment against them in favour of Ontario Settlement Class Members in the Ontario Action or the rights of the Ontario Plaintiffs and the Ontario Settlement Class Members to oppose or resist any such arguments, except as provided for in this Order.

16. **THIS COURT ORDERS** that a Non-Settling Defendant may, on motion to this Court determined as if the Settling Defendant remained a party to the Ontario Action, and on at least twenty (20) days' notice to Counsel for the Settling Defendant, and not to be brought unless and until the Ontario Action against the Non-Settling Defendant 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 the Settling Defendant in accordance with the *Rules of Civil Procedure*, RRO 1990, Reg. 194;

(b) oral discovery of a representative of the Settling Defendant, the transcript of which may be read in at trial;

(c) leave to serve a request to admit on the Settling Defendant in respect of factual matters; and/or

(d) the production of a representative of the Settling Defendant to testify at trial, with such witness to be subject to cross-examination by counsel for the Non-Settling Defendants.

17. **THIS COURT ORDERS** that the Settling Defendant retain all rights to oppose such motion(s) brought under paragraph 16. Moreover, nothing herein restricts the 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 16. Notwithstanding any provision in this Order, on any motion brought pursuant to paragraph 16, the Court may make such orders as to costs and other terms as it considers appropriate.

18. **THIS COURT ORDERS** that a Non-Settling Defendant may effect service of the motion(s) referred to in paragraph 16 above on the Settling Defendant by service on Counsel for the Settling Defendant.

19. **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 Defendant 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.

20. **THIS COURT ORDERS** that, except as provided herein, this Order does not affect any claims or causes of action that any Ontario Settlement Class Member has or may have in the Ontario Action against the Non-Settling Defendants or named or unnamed co-conspirators who are not Releasees.

21. **THIS COURT ORDERS** that no Releasee shall have any responsibility or liability whatsoever relating to the administration of the Settlement Agreement; administration, investment, or distribution of the Trust Account; or the Distribution Protocol.

22. **THIS COURT ORDERS** that the Settlement Amount shall be held in the Trust Account by Siskinds LLP for the benefit of Settlement Class Members and after the Effective Date 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 Proceedings against the Non-Settling Defendants. This paragraph shall not be interpreted as affecting the rights of the Plaintiffs or the Settlement Classes to claim such Class Counsel Disbursements in the context of a future costs award in their favour against the Non-Settling Defendants, or the rights of the Non-Settling Defendants to oppose and resist any such claim.

23. **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.

24. **THIS COURT ORDERS** that the approval of the Settlement Agreement is contingent upon approval by the BC Court and the Quebec Court, and the terms of this Order shall not be effective unless and until the Settlement Agreement is approved by the BC Court and the Quebec Court, the BC Action has been dismissed with prejudice and without costs by the BC Court and the Quebec Action has been declared settled out of court with prejudice and without costs as against the Settling Defendant by the Quebec Court. If such orders are not secured in British Columbia and Quebec, this Order shall be null and void and without prejudice to the rights of the Parties to proceed with this action and any agreement between the Parties incorporated in this Order shall be deemed in any subsequent proceedings to have been made without prejudice.

25. **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.

26. **THIS COURT ORDERS** that, except as aforesaid, this action is hereby dismissed against the Settling Defendant, without costs and with prejudice.

The Honourable Justice Belobaba

URLIN RENT A CAR LTD. et al
Plaintiffs

-and-

FURUKAWA ELECTRIC CO. LTD. et al
Defendants

Court File No. CV-12-446737-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT TORONTO

Proceeding under the *Class Proceedings Act, 1992*

ORDER
-Automotive Wire Harness Systems-

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