

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE
JUSTICE BELOBABA

)
)

FRIDAY, THE 28th DAY
OF FEBRUARY, 2020



BETWEEN

**SHERIDAN CHEVROLET CADILLAC LTD.,
THE PICKERING AUTO MALL LTD., and FADY SAMAHA**

Plaintiffs

- and -

**HITACHI, LTD., HITACHI AUTOMOTIVE SYSTEMS, LTD., HITACHI
AUTOMOTIVE SYSTEMS AMERICAS, INC., DENSO CORPORATION, DENSO
INTERNATIONAL AMERICA INC., DENSO MANUFACTURING CANADA, INC., and
DENSO SALES CANADA, INC.**

Defendants

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

**ORDER
- Air Flow Meters -
- DENSO Settlement Approval -**

THIS MOTION made by the Plaintiffs for an Order approving the settlement of this action with DENSO Corporation, DENSO International America, Inc., DENSO Manufacturing Canada, Inc. and DENSO Sales Canada, Inc. (the “Settling Defendants”) and dismissing this action against the Settling Defendants was heard this day at Osgoode Hall, 130 Queen Street West, Toronto, Ontario.

AND ON READING the materials filed, including the settlement agreement entered into with DENSO Corporation, DENSO International America, Inc., DENSO Manufacturing Canada, Inc., DENSO Sales Canada, Inc., DENSO Korea Corporation (f/k/a separately as DENSO International Korea Corporation and DENSO Korea Automotive Corporation), DENSO Products

and Services Americas, Inc. (f/k/a DENSO Sales California, Inc.), DENSO Automotive Deutschland GmbH, ASMO Co., Ltd., ASMO North America, LLC, ASMO North Carolina, Inc., ASMO Greenville of North Carolina, Inc., ASMO Manufacturing, Inc., Korea Wiper Blade Co., Ltd. and Techma Corporation dated November 25, 2019, attached to this Order as Schedule “A” (the “Settlement Agreement”), and on hearing the submissions of counsel for the Plaintiffs and counsel for the Settling Defendants, the Non-Settling Defendants taking no position;

AND ON BEING ADVISED that the deadline for objecting to the Settlement Agreement has passed and there have been no written objections to the Settlement Agreement;

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

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

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

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 irrevocably consented 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 Parts.
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, with prejudice and without reservation, to the extent such Other Actions relate to Automotive Parts.
8. **THIS COURT ORDERS** that, upon the Effective Date, subject to paragraph 10, each Releasor has released and shall be conclusively deemed to have forever and absolutely released the Releasees from the Released Claims.
9. **THIS COURT ORDERS** that, upon the Effective Date, each Releasor shall not now or hereafter institute, continue, maintain, intervene in or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other Person, any proceeding, cause of action, claim or demand against any Releasee, or any other Person who may claim contribution or indemnity, or other claims over relief, from any Releasee, whether pursuant to the *Negligence Act*, RSO 1990, c. N. 1 or other

legislation or at common law or equity in respect of any Released Claim, except for the continuation of the Proceedings 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.

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 Non-Settling Defendant, any named or unnamed co-conspirator that is not a Releasee, any Settled Defendant or any other Person or party against a Releasee, or by a Releasee against any Non-Settling Defendant, any named or unnamed co-conspirator that is not a Releasee, any Settled Defendant or any other Person or party, are barred, prohibited and enjoined in accordance

with the terms of this Order (unless such claim is made in respect of a claim by a Person who has validly opted out of the Proceedings).

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

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

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

- (c) this Court shall have full authority to determine the Proportionate Liability of the Releasees at the trial or other disposition of the Ontario Action, 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 nothing in this Order is intended to or shall limit, restrict or affect any arguments which the Non-Settling Defendants may make regarding the reduction of any assessment of damages (including punitive damages, if any), restitutionary award, disgorgement of profits, interest and costs (including investigative costs claimed pursuant to section 36 of the *Competition Act*, RSC 1985, c C-34) or judgment against them in favour of Ontario Settlement Class Members in the Ontario Action or the rights of the Ontario Plaintiffs and the Ontario Settlement Class Members to oppose or resist any such arguments, except as provided for in this Order.
- 15. **THIS COURT ORDERS** that a Non-Settling Defendant may, on motion to this Court determined as if the Settling Defendants remained parties to the Ontario Action, and on at least twenty (20) days' notice to Counsel for the Settling Defendants, and not to be brought

unless and until the Ontario Action against the Non-Settling Defendants has been certified and all appeals or times to appeal have been exhausted, seek orders for the following:

- (a) documentary discovery and affidavit(s) of documents from Settling Defendants in accordance with the *Rules of Civil Procedure*, RRO 1990, Reg. 194;
- (b) oral discovery of representative(s) of Settling Defendants, the transcript(s) of which may be read in at trial;
- (c) leave to serve request(s) to admit on Settling Defendants in respect of factual matters; and/or
- (d) the production of representative(s) of Settling Defendants to testify at trial, with such witness(es) to be subject to cross-examination by counsel for the Non-Settling Defendants.

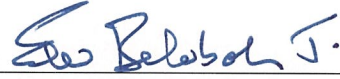
16. **THIS COURT ORDERS** that the Settling Defendants retain all rights to oppose such motion(s) brought under paragraph 15. Moreover, nothing herein restricts the Settling Defendants from seeking a protective order to maintain confidentiality and protection of proprietary information in respect of documents to be produced and/or for information obtained from discovery in accordance with paragraph 15. Notwithstanding any provision in this Order, on any motion brought pursuant to paragraph 15, this Court may make such orders as to costs and other terms as it considers appropriate.

17. **THIS COURT ORDERS** that a Non-Settling Defendant may effect service of the motion(s) referred to in paragraph 15 above by service on Counsel for the Settling Defendants.

18. **THIS COURT ORDERS** that for purposes of administration and enforcement of the Settlement Agreement and this Order, this Court will retain an ongoing supervisory role and the Settling Defendants attorn to the jurisdiction of this Court solely for the purpose of implementing, administering and enforcing the Settlement Agreement and this Order, and subject to the terms and conditions set out in the Settlement Agreement and this Order.
19. **THIS COURT ORDERS** that, except as provided herein, this Order does not affect any claims or causes of action that any members of the Ontario Settlement Class has or may have in the Ontario Action against the Non-Settling Defendants or named or unnamed co-conspirators who are not Releasees.
20. **THIS COURT ORDERS** that no Releasee shall have any responsibility or liability whatsoever relating to the administration of the Settlement Agreement; to administration, investment, or distribution of the Trust Account; or to the Distribution Protocol.
21. **THIS COURT ORDERS** that the Settlement Amount allocated to the Ontario Settlement Class shall be held in the Trust Account by Ontario Class Counsel for the benefit of Ontario Settlement Class Members, and after the Effective Date, the Settlement Amount allocated to the Ontario Settlement Class may be used to pay Class Counsel Disbursements incurred for the benefit of the Ontario 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 Ontario Settlement Classes to claim such Class Counsel Disbursements in the context of a future costs award in their favour against the Non-Settling Defendants, or the rights of the Non-Settling Defendants to oppose and resist any such claim.

22. **THIS COURT ORDERS** that in the event that some of the Settlement Amount allocated to the Ontario Settlement Class remains in the Trust Account after payment of Class Counsel Disbursements, Class Counsel Fees and Administrative Expenses, Class Counsel shall seek direction from this Court regarding the distribution of the remaining funds.
23. **THIS COURT ORDERS** that the approval of the Settlement Agreement is contingent upon approval by the Quebec Court, and the terms of this Order shall not be effective unless and until the Settlement Agreement is approved by the Quebec Court and the Quebec Action has been declared settled out of court with prejudice and without costs as against the Settling Defendants by the Quebec Court. If such order is not secured in Quebec, this Order shall be null and void and without prejudice to the rights of the Parties to proceed with the Ontario Action and any agreement between the Parties incorporated in this Order shall be deemed in any subsequent proceedings to have been made without prejudice.
24. **THIS COURT ORDERS** that, in the event that the Settlement Agreement is terminated in accordance with its terms, this Order shall be declared null and void on subsequent motion made on notice.
25. **THIS COURT ORDERS** that the Ontario Action be and is hereby dismissed against the Settling Defendants, without costs and with prejudice.
26. **THIS COURT ORDERS** that this Order and any reasons given by this Court in relation thereto, except any reasons given in connection with paragraphs 12 to 17 of this Order, are without prejudice to the rights and defences of the Non-Settling Defendants in connection with the ongoing Ontario Action 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.



The Honourable Justice Belobaba

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

MAR 03 2020

PER / PAR:



SCHEDULE "A"

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

Made as of November 25, 2019

Between

SHERIDAN CHEVROLET CADILLAC LTD., THE PICKERING AUTO MALL LTD., FADY
SAMAHA, JORDAN RAMSAY, DARREN EWERT, RYAN KETT, ERIK OUN,
GAËTAN ROY, JEAN-PAUL MARTIN and SERGE ASSELIN

(the “**Plaintiffs**”)

and

DENSO CORPORATION, DENSO INTERNATIONAL AMERICA, INC., DENSO
MANUFACTURING CANADA, INC., DENSO SALES CANADA, INC., DENSO KOREA
CORPORATION (f/k/a separately as DENSO INTERNATIONAL KOREA CORPORATION
and DENSO KOREA AUTOMOTIVE CORPORATION), DENSO PRODUCTS AND
SERVICES AMERICAS, INC. (f/k/a DENSO SALES CALIFORNIA, INC.), DENSO
AUTOMOTIVE DEUTSCHLAND GMBH, ASMO CO., LTD., ASMO NORTH AMERICA,
LLC, ASMO NORTH CAROLINA, INC., ASMO GREENVILLE OF NORTH CAROLINA,
INC., ASMO MANUFACTURING, INC., KOREA WIPER BLADE CO., LTD.
and TECHMA CORPORATION

(the “**Settling Defendants**”)

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

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

RECITALS

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

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

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

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

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

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

G. WHEREAS Counsel for the Settling Defendants and Class Counsel have engaged in arm's-length settlement discussions and negotiations, including with the assistance of a mediator, resulting in this Settlement Agreement;

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

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

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

K. WHEREAS the Parties consent to certification or authorization of the Proceedings as class proceedings, and to the Settlement Classes, and to the Common Issues and the Class Periods 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;

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

M. WHEREAS Class Counsel will be bringing a motion to remove NILRU, Inc. as a plaintiff in the applicable Ontario Actions;

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

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

SECTION 1– DEFINITIONS

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

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

(2) ***Alleged Parts*** means the Automotive Parts defined in Schedule B.

(3) ***Automotive Parts*** means any automotive part or part assembly manufactured or sold by the Settling Defendants (or any of them) and at least one other Defendant or alleged co-conspirator, without regard to whether or not it was sold directly to an original equipment manufacturer, and includes the Alleged Parts.

(4) ***Automotive Vehicle*** means all automobiles, passenger cars, sport utility vehicles, vans, trucks, buses, and without limitation any other type of vehicle containing Automotive Parts.

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

- (6) **BC Counsel** means, in respect of each BC Action, the counsel identified as plaintiffs' counsel in Schedule A.
- (7) **BC Court** means the Supreme Court of British Columbia.
- (8) **BC Plaintiffs** means, in respect of each BC Action, the entities named as plaintiffs as set out in Schedule A.
- (9) **BC Settlement Class** means, in respect of each BC Action, the settlement class as defined in Schedule A.
- (10) **Case Management Direction** means the case management direction regarding the settlement approval process issued by the Ontario Court on September 21, 2018 and the BC Court on April 24, 2019, and which is before the Quebec Court for approval.
- (11) **Certification Date** means the later of the date on which an order granting certification or authorization of a Proceeding against one or more Non-Settling Defendants, excluding an order granting certification solely for settlement purposes, is issued by a Court and the time to appeal such certification or authorization has expired without any appeal being taken, or if an appeal is taken the date of the final disposition of such appeal.
- (12) **Claims Administrator** means the firm proposed by Class Counsel and appointed by the Courts to administer the Settlement Amount in accordance with the provisions of this Settlement Agreement and the Distribution Protocol, and any employees of such firm.
- (13) **Class Counsel** means Ontario Counsel, BC Counsel and Quebec Counsel.
- (14) **Class Counsel Disbursements** include the disbursements and applicable taxes incurred by Class Counsel in the prosecution of the Proceedings, as well as any adverse costs awards issued against the Plaintiffs in any of the Proceedings.
- (15) **Class Counsel Fees** means the fees of Class Counsel, and any applicable taxes or charges thereon, including any amounts payable as a result of the Settlement Agreement by Class Counsel or the Settlement Class Members to any other body or Person, including the Fonds d'aide aux actions collectives in Quebec.

(16) ***Class Period*** means, in respect of each Proceeding, the class period for that Proceeding as defined in Schedule A.

(17) ***Common Issue*** means, in respect of each Proceeding, the common issue for that Proceeding as defined in Schedule A.

(18) ***Counsel for the Settling Defendants*** means Davies Ward Phillips & Vineberg LLP.

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

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

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

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

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

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

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

(26) **Government Entity** means the Canadian Competition Bureau, the United States Department of Justice, the Japanese Fair Trade Commission, the European Commission, or any other entity of any government.

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

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

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

(30) **Ontario Counsel** means, in respect of each applicable Ontario Action, the counsel identified as plaintiffs' counsel in Schedule A.

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

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

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

(34) **Opt-Out Deadline** means the date which is sixty (60) days after the date in the notice described in Section 11.1(1) is first published.

(35) **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 but not limited to the following:

- (a) *Retallick et al. v. Denso Corporation et al.* (Saskatchewan Court of Queen's Bench, Judicial Centre of Regina, File No. 980 of 2014) (Instrument Panel Clusters);

- (b) *Retallick et al. v. Denso Corporation et al.* (Saskatchewan Court of Queen's Bench, Judicial Centre of Regina, File No. 982 of 2014) (Windshield Wipers);
 - (c) *Retallick et al. v. Denso Corporation et al.* (Saskatchewan Court of Queen's Bench, Judicial Centre of Regina, File No. 983 of 2014) (Fuel Senders);
 - (d) *Retallick et al. v. Denso Corporation et al.* (Saskatchewan Court of Queen's Bench, Judicial Centre of Regina, File No. 984 of 2014) (Heater Control Panels);
 - (e) *Retallick et al. v. Denso Corporation et al.* (Saskatchewan Court of Queen's Bench, Judicial Centre of Regina, File No. 986 of 2014) (Starters);
 - (f) *Retallick et al. v. Denso Corporation et al.* (Saskatchewan Court of Queen's Bench, Judicial Centre of Regina, File No. 987 of 2014) (Radiators);
 - (g) *Retallick et al. v. Denso Corporation et al.* (Saskatchewan Court of Queen's Bench, Judicial Centre of Regina, File No. 990 of 2014) (Alternators);
 - (h) *Retallick et al. v. Denso Corporation et al.* (Saskatchewan Court of Queen's Bench, Judicial Centre of Regina, File No. 991 of 2014) (Electronic Control Units); and
 - (i) *Retallick et al. v. Diamond Electric Manufacturing Co. Ltd. et al.* (Saskatchewan Court of Queen's Bench, Judicial Centre of Regina, File No. 1126 of 2014) (Ignition Coils).
- (36) **Party and Parties** means the Settling Defendants, the Plaintiffs, and, where necessary, the Settlement Class Members.
- (37) **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.
- (38) **Plaintiffs** means the Ontario Plaintiffs, the BC Plaintiffs and the Quebec Plaintiffs.

(39) ***Proceedings*** means the Ontario Actions, BC Actions, and the Quebec Actions and Proceeding means an Ontario Action, BC Action or Quebec Action, as applicable.

(40) ***Proportionate Liability*** means the proportion of any judgment that, had the Settling Defendants not settled, the Ontario Court or BC Court, as applicable, would have apportioned to the Releasees in respect of the allegations in the applicable Proceeding.

(41) ***Quebec Actions*** means the Quebec Actions as defined in Schedule A.

(42) ***Quebec Counsel*** means, in respect of each Quebec Action, the counsel identified as plaintiffs' counsel in Schedule A.

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

(44) ***Quebec Plaintiffs*** means, in respect of each Quebec Action, the entities named as plaintiffs as set out in Schedule A.

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

(46) ***Released Claims*** means any and all manner of claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature (whether or not any Settlement Class Member has objected to this Settlement Agreement or makes a claim upon or received a payment from the Settlement Amount, whether directly, representatively, derivatively or in any other capacity), whether personal or subrogated, damages of any kind (including compensatory, punitive or other damages) whenever incurred, liabilities of any nature whatsoever, including interest, costs, expenses, class administration expenses (including Administration Expenses), penalties, and lawyers' fees (including Class Counsel Fees and Class Counsel Disbursements), known or unknown, suspected or unsuspected, actual or contingent, liquidated or unliquidated, in law, under statute or in equity, that the Releasors, or any of them, ever had, now has, or hereafter can, shall, or may ever have, on account of, or in any way related to, the purchase, sale, pricing, discounting, manufacturing, marketing, offering, or distributing of Automotive Parts, whether purchased or leased directly or indirectly, including as part of an Automotive Vehicle, including any claims for consequential, subsequent or follow-on harm that arises after the date hereof in respect of any agreement, combination, conspiracy or conduct that occurred prior to the date

hereof, including the conduct alleged (or which was previously or could have been alleged) in the Proceedings. However, the Released Claims do not include: (i) claims based on negligence, personal injury, breach of contract, bailment, failure to deliver lost goods, damaged or delayed goods, product defect, breach of warranty, securities or similar claims between the Parties that relate to Automotive Parts (unless such claims allege anticompetitive conduct or anticompetitive communications among competitors); or (ii) claims brought (whether before or after the Effective Date) outside of Canada relating to purchases of Automotive Parts outside of Canada.

(47) ***Releasees*** means, jointly and severally, individually and collectively, the Settling Defendants and each of their past and present parents, subsidiaries, affiliates, partners, insurers, and all other Persons, partnerships or corporations with whom any of the foregoing have been, or are now, affiliated, and each of their respective past and present officers, directors, employees, agents, stockholders, attorneys, servants, representatives, and insurers, and the predecessors, successors, heirs, executors, administrators and assigns of any of the foregoing, excluding any Non-Settling Defendants or alleged corporate entity co-conspirators (other than the Settling Defendants and their past and present parents, subsidiaries, or affiliates) named in any of the Proceedings.

(48) ***Releasors*** means, jointly and severally, individually and collectively, the Plaintiffs and the Settlement Class Members and all of their past and present officers, directors, employees, agents, stockholders, attorneys, servants, representatives, parents, subsidiaries, affiliates, partners, insurers and all other Persons, partnerships or corporations with whom any of the former have been, or are now, affiliated, and the predecessors, successors, heirs, executors, administrators and assigns of the foregoing, other than Persons who validly and timely opt out or who have already validly and timely opted out of the applicable Proceeding in accordance with the orders of the applicable Court.

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

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

- (51) **Settlement Amount** means CDN \$25,162,000.
- (52) **Settlement Class** means, in respect of each Proceeding, the settlement class for that Proceeding as defined in Schedule A.
- (53) **Settlement Class Member** means a member of a Settlement Class.
- (54) **Settling Defendants** means DENSO Corporation, DENSO International America, Inc., DENSO Manufacturing Canada, Inc., DENSO Sales Canada, Inc., DENSO Korea Corporation (f/k/a separately as DENSO International Korea Corporation and DENSO Korea Automotive Corporation), DENSO Products and Services Americas, Inc. (f/k/a DENSO Sales California, Inc.), DENSO Automotive Deutschland GmbH, ASMO Co., Ltd., ASMO North America, LLC, ASMO North Carolina, Inc., ASMO Greenville of North Carolina, Inc., ASMO Manufacturing, Inc., Korea Wiper Blade Co., Ltd., and Techma Corporation.
- (55) **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 Ontario Counsel or the Claims Administrator, once appointed, for the benefit of the Settlement Class Members or the Settling Defendants, as provided for in this Settlement Agreement.
- (56) **U.S. Litigation** means the following class action proceedings filed in the United States District Court for the Eastern District of Michigan, Southern Division:
- (a) Case No. 2:12-cv-00103 (re: Automotive Wire Harness Systems);
 - (b) Case No. 2:12-cv-00203 (re: Instrument Panel Clusters);
 - (c) Case No. 2:12-cv-00303 (re: Fuel Senders);
 - (d) Case No. 2:12-cv-00403 (re: Heater Control Panels);
 - (e) Case No. 2:13-cv-00703 (re: Alternators);
 - (f) Case No. 2:13-cv-00903 (re: Windshield Wiper Systems);
 - (g) Case No. 2:13-cv-01003 (re: Radiators);

- (h) Case No. 2:13-cv-01103 (re: Starters);
- (i) Case No. 2:13-cv-01403 (re: Ignition Coils);
- (j) Case No. 2:13-cv-01503 (re: Motor Generators);
- (k) Case No. 2:13-cv-01703 (re: HID Ballasts);
- (l) Case No. 2:13-cv-01803 (re: Inverters);
- (m) Case No. 2:13-cv-02003 (re: Air Flow Meters);
- (n) Case No. 2:13-cv-02103 (re: Fan Motors);
- (o) Case No. 2:13-cv-02203 (re: Fuel Injection Systems);
- (p) Case No. 2:13-cv-02303 (re: Power Window Motors);
- (q) Case No. 2:13-cv-02403 (re: Automatic Transmission Fluid Warmers and Oil Coolers);
- (r) Case No. 2:13-cv-02503 (re: Valve Timing Control Devices);
- (s) Case No. 2:13-cv-02603 (re: Electronic Throttle Bodies);
- (t) Case No. 2:13-cv-02703 (re: Air Conditioning Systems);
- (u) Case No. 2:13-cv-02803 (re: Windshield Washer Systems);
- (v) Case No. 2:15-cv-03003 (re: Spark Plugs, Oxygen Sensors, and Air Fuel Ratio Sensors); and
- (w) Case No. 2:16-cv-11804 (re: Ceramic Substrates).

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

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

SECTION 2– SETTLEMENT APPROVAL

2.1 Best Efforts

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

2.2 Motions Seeking Approval of Notice and Certification or Authorization

(1) The Plaintiffs shall file motions before the Courts, as soon as practicable after the Date of Execution, for orders approving the notices described in Section 11.1(1) and orders certifying or authorizing the Proceedings commenced in their respective jurisdictions as class proceedings as against the Named Settling Defendants (for settlement purposes only). The Plaintiffs will make best efforts to file the aforementioned motions before the BC Court and the Quebec Court no later than thirty (30) days after the Ontario Court has granted orders approving the notices described in Section 11.1(1) and certifying the Ontario Actions as class proceedings as against the Named Settling Defendants (for settlement purposes only).

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

2.3 Motions Seeking Approval of the Settlement Agreement

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

- (a) the orders referred to in Section 2.2(1) have been granted; and
- (b) the notices described in Section 11.1(1) have been published.

(2) The Ontario orders approving this Settlement Agreement shall be substantially in the form attached as Schedule D. The BC and Quebec orders approving this Settlement Agreement

shall be agreed upon by the Parties and shall, where possible, mirror the substance and form of the Ontario orders.

2.4 Conduct of the Approval Motions

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

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

2.5 Pre-Motion Confidentiality

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

2.6 Settlement Agreement Effective

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

SECTION 3— SETTLEMENT BENEFITS

3.1 Payment of Settlement Amount

(1) Within thirty (30) days of the Date of Execution, or the date of receipt of the wire transfer information from Ontario Counsel as required by Section 3.1(2), whichever is later, the Settling Defendants shall pay the Settlement Amount to Ontario Counsel, for deposit into the Trust Account.

- (2) Payment of the Settlement Amount shall be made by wire transfer. Ontario Counsel will provide, in writing, the following information necessary to complete the wire transfer: name of bank, address of bank, ABA number, SWIFT number, name of beneficiary, beneficiary's bank account number, beneficiary's address, and bank contact details.
- (3) The Settlement Amount and other consideration to be provided in accordance with the terms of this Settlement Agreement shall be provided in full satisfaction of the Released Claims against the Releasees.
- (4) The allocation of the Settlement Amount to each Settlement Class shall be determined by Class Counsel and subject to approval by the Courts.
- (5) The Settlement Amount shall be all-inclusive of all amounts, including interest, costs, Administration Expenses, Class Counsel Fees and Class Counsel Disbursements.
- (6) The Releasees shall have no obligation to pay any amount in addition to the Settlement Amount, for any reason, pursuant to or in furtherance of this Settlement Agreement, the Proceedings or any Other Actions.
- (7) Once a Claims Administrator has been appointed in one or more Proceedings, Ontario Counsel shall transfer control of the related portion of the Trust Account to the Claims Administrator.
- (8) Ontario Counsel and the Claims Administrator shall maintain the Trust Account as provided for in this Settlement Agreement.
- (9) Ontario Counsel and the Claims Administrator shall not pay out all or any part of the monies in the Trust Account, except in accordance with this Settlement Agreement, or in accordance with an order of the Courts obtained after notice to the Parties.

3.2 Taxes and Interest

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

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

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

3.3 Intervention in the U.S. Litigation

(1) The Settling Defendants and other Releasees shall not oppose any application that may be brought by or on behalf of the Plaintiffs to intervene in the U.S. Litigation in order to gain access to discovery documents and other documents and information subject to a protective order that are relevant to the Proceedings and is not otherwise inconsistent with the terms of this Settlement Agreement, including Section 4.1(19). However, it is understood and agreed that neither the Settling Defendants nor the other Releasees have any obligation to bring or otherwise participate in such an application.

SECTION 4— COOPERATION

4.1 Extent of Cooperation

(1) In return for the release and discharge provided herein, in addition to the Settlement Amount, the Settling Defendants agree to provide, at such time as Class Counsel and the Settling Defendants may reasonably agree, the cooperation as set forth in this Section 4.1. All such cooperation shall occur in a manner that is in compliance with the Settling Defendants' obligations to any Government Entity. The Settling Defendants shall not be required to provide documents or information protected by solicitor-client privilege, litigation privilege, the attorney

work product doctrine, any applicable privilege under foreign law, or whose disclosure is prohibited by court order, any foreign or domestic law, or by a Government Entity. Should the Settling Defendants withhold any materials pursuant to the foregoing sentence, Counsel for the Settling Defendants will inform Class Counsel and will describe the basis for such withholding to the extent permissible under applicable law. In the event that the basis for withholding the documents is no longer valid, the Settling Defendants shall produce such documents within the later of: (i) the timelines provided for under this Section 4.1; and (ii) thirty (30) days of the basis for withholding the documents becoming no longer valid.

(2) The scope of the Settling Defendants' obligations to cooperate under this Settlement Agreement as set out in this Section 4.1 is limited to: (i) only those Proceedings (and the Alleged Parts which are the subject of those Proceedings) which, at the time of the delivery of the cooperation specified herein, are ongoing against one or more Non-Settling Defendants; and (ii) the allegations asserted in those Proceedings as presently filed, and does not include providing information relating to other Automotive Parts manufactured or sold by the Settling Defendants and/or Releasees. The cooperation shall be made available to Class Counsel in the applicable Proceeding. Notwithstanding the foregoing, in the Proceedings in which there is no BC Action and/or Quebec Action, the cooperation shall also be made available to Camp Fiorante Matthews Mogerman LLP and/or Siskinds Desmeules s.e.n.c.r.l., as applicable, to the extent that Camp Fiorante Matthews Mogerman LLP and/or Siskinds Desmeules s.e.n.c.r.l. are assisting Ontario Class Counsel in the prosecution of that Proceeding.

(3) Within thirty (30) days from the Date of Execution, or such other time period as Class Counsel and the Settling Defendants may reasonably agree, Counsel for the Settling Defendants will meet with Class Counsel in Toronto, Ontario, to provide an oral evidentiary proffer which will include non-privileged information originating with the Settling Defendants relating to the allegations in the Proceedings. The proffer shall not exceed two (2) business days and shall focus on Defendants and/or Proceedings identified by Class Counsel in advance. In addition, within sixty (60) days from the Effective Date, or such other time period as Class Counsel and the Settling Defendants may reasonably agree, Counsel for the Settling Defendants will meet with Class Counsel in Toronto, Ontario, to provide an additional oral evidentiary proffer which will include non-privileged information originating with the Settling Defendants relating to the allegations in the Proceedings. The additional proffer shall not exceed five (5) business days.

Counsel for the Settling Defendants shall make themselves available for reasonable follow-up questions by Class Counsel. Notwithstanding any other provision of this Settlement Agreement, and for greater certainty, it is agreed that all statements made and information provided by Counsel for the Settling Defendants are privileged, will be kept strictly confidential, and may not be directly or indirectly disclosed to any other Person, unless disclosure is ordered by a Court. Further, absent a Court order, Class Counsel will not attribute any factual information obtained from the proffer to the Settling Defendants and/or Counsel for the Settling Defendants. Notwithstanding the foregoing, Class Counsel may: (i) use information obtained from the proffer in the prosecution of the Proceedings against the Non-Settling Defendants, including for the purpose of developing an allocation plan relating to any settlement or judgment proceeds, except the prosecution of any claims against the Releasees; and (ii) may rely on such information to certify that, to the best of Class Counsel's knowledge, information and belief, such information has evidentiary support or will likely have evidentiary support after reasonable opportunity for further investigation or discovery, but, absent a court order, the Plaintiffs shall not introduce any information from a proffer into the record or subpoena any Counsel for the Settling Defendants related to a proffer.

(4) At the request of Class Counsel, and at such time as Class Counsel and the Settling Defendants may reasonably agree, the Settling Defendants shall provide Class Counsel with a list of current or former officers, directors or employees (including their job titles and employer name) who were interviewed by any Government Entity, who testified before a grand jury in connection with the United States Department of Justice's investigation, or were disclosed to any Government Entity as having knowledge of alleged antitrust violations as to the Alleged Parts. Notwithstanding the foregoing, the Settling Defendants shall not be required to disclose to the Plaintiffs or to Class Counsel the specific Government Entities before which each current or former employee, director, or officer appeared or to which they were disclosed as having knowledge of alleged antitrust violations as to the Alleged Parts. Any contact of these individuals by Class Counsel permitted by this Settlement Agreement shall be through Counsel for the Settling Defendants.

(5) The Settling Defendants will make their best efforts to produce to Class Counsel on a rolling basis within two-hundred seventy (270) days after such request (or within sixty (60) days of the Effective Date, whichever is later): (i) any transactional sales data that was produced or

made available by the Settling Defendants in the U.S. Litigation, including pursuant to the terms of the U.S. Settlement Agreements; (ii) for Alleged Parts for which transactional sales data was not produced or made available by the Settling Defendants in the U.S. Litigation, existing and reasonably accessible transactional sales data related to sales of the Alleged Part between January 1, 1996 and December 31, 2013, based on the same criteria used to produce transactional sales data in the U.S. Litigation; and (iii) any pre-existing English translations of the foregoing transactional sales data. The Settling Defendants will use their best efforts to begin production of the foregoing transactional sales data as soon as reasonably possible after such request and agree to prioritize such productions to the extent practicable. In addition, after the Certification Date or at a time mutually agreed upon by the Parties, the Settling Defendants will consider in good faith any reasonable request by the Plaintiffs for additional transactional sales data (including English translations thereof, to the extent they exist), but only to the extent such transactional sales data currently exists and is reasonably accessible. In addition, to the extent reasonably requested by Class Counsel, and at such time as Class Counsel and the Settling Defendants may reasonably agree, the Settling Defendants agree to make reasonable efforts to provide:

- (a) an estimate of the Settling Defendants' sales of the Alleged Part(s) incorporated into Automotive Vehicles sold in Canada; and
 - (b) information contained in the Settling Defendants' global sales planning system, concerning the Automotive Vehicle makes and models sold into Canada that contained the Alleged Part(s) sold by the Settling Defendants; and
 - (c) reasonable assistance to Class Counsel in understanding the transactional sales data produced by the Settling Defendants, through Counsel for the Settling Defendants, including a reasonable number of written and/or telephonic communications with Class Counsel and/or the Plaintiffs' experts and between technical personnel.
- (6) After the Certification Date or at a time mutually agreed upon by the Parties, the Settling Defendants will consider in good faith any reasonable request by Class Counsel for existing and reasonably accessible transactional cost data (including English translations thereof, to the extent they exist) related to an Alleged Part. To the extent the Settling Defendants agree to provide transactional cost data and to the extent such data currently exists and is reasonably accessible,

the Settling Defendants will make reasonable best efforts to provide the foregoing data within one-hundred and twenty (120) days of the request or at a time mutually agreed upon by the Parties and will use their best efforts to begin production of the foregoing transactional cost data as soon as reasonably possible after such request and agree to prioritize such productions to the extent practicable. The Settling Defendants agree to make reasonable efforts to provide reasonable assistance to Class Counsel in understanding the transactional cost data produced by the Settling Defendants, through Counsel for the Settling Defendants, including a reasonable number of written and/or telephonic communications with Class Counsel and/or the Plaintiffs' experts and between technical personnel.

(7) Any data provided pursuant to Sections 4.1(5) and/or (6) shall be provided in Microsoft Excel format or such other format as the Parties may agree, acting reasonably.

(8) Within thirty (30) days from the Effective Date, or at a time mutually agreed upon by the Parties, the Settling Defendants shall provide electronic copies of any documents (as defined in Rule 30.01 of the Ontario *Rules of Civil Procedure*, RRO 1990, Reg 194) that were produced or made available by the Settling Defendants in the U.S. Litigation, including pursuant to the terms of the U.S. Settlement Agreements, and any pre-existing translations into English of those documents that were produced in the U.S. Litigation and any pre-existing and non-privileged electronic coding or metadata produced in the U.S. Litigation, related to any Alleged Part. In addition, where the documents previously produced in the U.S. Litigation contain bates stamps on their face, a field will be produced containing the corresponding bates stamps of the first page of each document. The obligation to produce documents shall be a continuing obligation to the extent additional documents are produced in the U.S. Litigation. The Settling Defendants will consider in good faith any reasonable further request by Class Counsel, following the Certification Date, to collect, and make available for inspection and copying, additional documents related to the Proceedings, provided the request would not impose an undue burden on the Settling Defendants.

(9) Subject to Sections 4.1(5) and (6), the Settling Defendants will have no obligation to collect, search, produce, or make available to the Plaintiffs any documents created on or after February 23, 2010, except that the Settling Defendants agree to produce certain documents that relate to the Settling Defendants' responses to requests for quotation and price-reduction requests

made after February 23, 2010, subject to reasonable limitations to be agreed upon by the Parties in subsequent meet and confer discussions.

(10) Within thirty (30) days from the Effective Date, or at a time mutually agreed upon by the Parties, the Settling Defendants shall provide to Class Counsel:

- (a) electronic copies of transcripts and video recordings of all depositions or other testimony or declarations of current or former employees, officers or directors of the Releasees, including all exhibits or schedules thereto and any pre-existing translations into English of those transcripts or declarations, taken in the U.S. Litigation, but only to the extent permitted under the U.S. Protective Order. For greater certainty, and without limiting the generality of the foregoing, the Settling Defendants shall provide to Class Counsel copies of transcripts of the depositions of the seven individuals referenced in paragraph 11(b) of the plea agreement between DENSO Corporation and the United States of America (2:12-cr-20063-GCS-PJK, E.D. Mich., ECF No. 9); and
- (b) electronic copies of any responses to written interrogatories by the Releasees in the U.S. Litigation, including all schedules thereto and any pre-existing translations into English of those responses produced to the plaintiffs in the U.S. Litigation.

(11) The obligation to produce materials pursuant to Section 4.1(10) shall be a continuing obligation to the extent additional depositions, declarations or responses take place or are provided in the U.S. Litigation. If the materials become available more than thirty (30) days from the Effective Date, the materials shall be provided within ten (10) days of becoming available. In addition, the documents to be produced pursuant to Section 4.1(10) shall be delivered as a separate production from the materials to be delivered pursuant to Section 4.1(6) or identified by bates number as part of the production of documents to be delivered pursuant to Section 4.1(6).

(12) The Settling Defendants shall not object to the Plaintiffs' participation in any future evidentiary proffers and/or interviews of the Settling Defendants' representatives that occur in the U.S. Litigation pursuant to the U.S. Settlement Agreements. The Settling Defendants shall,

where possible, provide notice to Class Counsel thirty (30) days before any such evidentiary proffer or interview of representatives of the Settling Defendants that occurs in the U.S. Litigation pursuant to the U.S. Settlement Agreements.

(13) In the event that any employee interviews provided for in the U.S. Settlement Agreements: (i) have already occurred; (ii) occur within six (6) months of the Effective Date, but Class Counsel is unable to attend or is not given reasonable advance notice of the time and location of the interviews; or (iii) do not occur within six (6) months of the Effective Date, the Settling Defendants shall, at the request of Class Counsel, upon at least thirty (30) days' notice, and subject to any legal restrictions, make reasonable efforts (not to include actual or threatened employee disciplinary action) to make available at a mutually convenient time individuals who are officers, directors and/or employees of the Settling Defendants at the time of the selection whom the Parties reasonably and in good faith believe have knowledge about the allegations in the Proceedings to provide information regarding the allegations raised in the Proceedings in a personal interview with Class Counsel and/or experts retained by Class Counsel. This obligation shall be limited to no more than five (5) individuals for interviews in respect of any particular Alleged Part. Such personal interviews shall take place at a location agreed upon by the Parties, acting reasonably, and shall not exceed one (1) business day or seven (7) hours for each interviewee. To the extent that the interviewee requests an interpreter, interviews shall be limited to a total of twelve (12) hours, which could occur over two (2) consecutive days at the request of the interviewee. Each interviewee shall be interviewed only once. Upon reasonable notice by Class Counsel, the Settling Defendants shall use reasonable efforts to make available by telephone the interviewee as set forth in this Section 4.1(13) to answer follow-up questions for a period not to exceed two (2) hours. Nothing in this provision shall prevent the Settling Defendants from objecting to the reasonableness of the identity and number of officers, directors and/or employees selected by Class Counsel to provide the cooperation referred to in this Section 4.1(13). The failure of a specific officer, director or employee to agree to make him or herself available, or to otherwise cooperate with the Plaintiffs, shall not constitute a violation of this Settlement Agreement. If any such interview takes place outside of the country of the interviewee's residence, Class Counsel shall reimburse the Settling Defendants for the interviewee's economy class fare and up to \$450 per day for lodging and expenses actually incurred. It is understood that the Settling Defendants may be unable to make available the seven

individuals referenced in paragraph 11(b) of the plea agreement between DENSO Corporation and the United States of America (2:12-cr-20063-GCS-PJK, E.D. Mich., ECF No. 9) or any individual who is no longer an officer, director or employee of any Settling Defendant.

(14) It is understood that the evidentiary proffers described in Section 4.1(3) and the evidentiary proffers and/or interviews of employees described in Section 4.1(12) might take place before the Effective Date. In such event:

- (a) any documents or information provided in the course of those evidentiary proffers and/or interviews shall be subject to the terms and protections of this Settlement Agreement; and
- (b) in the event that this Settlement Agreement is not approved, is terminated, or otherwise fails to take effect for any reason, the documents and information provided during the evidentiary proffers and/or interviews shall not be used by the Plaintiffs or Class Counsel, whether directly or indirectly, in any way for any reason, including against the Settling Defendants as an admission or evidence of any violation of any statute or law, or of any liability or wrongdoing by the Settling Defendants or of the truth of any claims or allegations in the Proceedings, and such information shall not be discoverable by any Person or treated as evidence of any kind, unless otherwise ordered by a Court. In order to give effect to this agreement, Class Counsel agrees to return all copies of any documents received during, and destroy all copies of any notes taken during (or subsequent reports provided about), these evidentiary proffers and/or interviews and to provide written confirmation to the Settling Defendants of having done so.

(15) Subject to the rules of evidence, any court order with respect to confidentiality and the other provisions of this Settlement Agreement, the Settling Defendants agree to use reasonable efforts (not to include actual or threatened employee disciplinary action) to produce at trial or otherwise in the Proceedings (including through affidavit evidence): (i) representatives qualified to establish for admission into evidence the Settling Defendants' transactional sales and costs data and other sales information provided pursuant to this Settlement Agreement (with Class Counsel using its best efforts to authenticate such data and/or information for use at trial or otherwise without use of a live witness); (ii) representatives qualified to establish for admission

into evidence any of the Settling Defendants' documents provided as cooperation pursuant to this Settlement Agreement that is reasonable and necessary for the prosecution of the Proceedings (with Class Counsel using its best efforts to authenticate documents for use at trial or otherwise without use of a live witness); and (iii) representatives qualified to establish for admission into evidence information provided pursuant to this Settlement Agreement. Class Counsel shall use all reasonable efforts to limit the number of witnesses. To the extent reasonably possible, a single witness will be used to authenticate data and documents and to provide information at trial or otherwise contemplated by this Section 4.1(15). Nothing in this provision shall prevent the Settling Defendants from objecting to the reasonableness of the identity and number of persons selected by Class Counsel to provide the cooperation referred to in this Section 4.1(15). The failure of a specific officer, director or employee to agree to make him or herself available, or to otherwise cooperate with the Plaintiffs, shall not constitute a violation of this Settlement Agreement. If any such testimony takes place outside of the country of the witness' residence, Class Counsel shall reimburse the Settling Defendants for such witness' economy class fare and up to \$450 per day for lodging and expenses actually incurred. It is understood that the Settling Defendants may be unable to make available the seven individuals referenced in paragraph 11(b) of the plea agreement between DENSO Corporation and the United States of America (2:12-cr-20063-GCS-PJK, E.D. Mich., ECF No. 9) or any individual who is no longer an officer, director or employee of any Settling Defendant.

(16) Nothing in this Settlement Agreement shall require, or shall be construed to require, the Settling Defendants or any representative or employee of the Settling Defendants to: (i) disclose or produce any documents or information prepared by or for Counsel for the Settling Defendants, or that is not within the possession, custody or control of the Settling Defendants; (ii) perform any act, including the transmittal or disclosure of any documents or information in breach of any order, regulatory directive, rule or law of this or any jurisdiction; (iii) disclose or produce any documents or information subject to solicitor-client privilege, litigation privilege, attorney work product doctrine, joint defence privilege or any other privilege, doctrine, or law; or (iii) disclose or produce any information or documents obtained on a privileged or co-operative basis from any party to any action or proceeding who is not a Releasee. The Settling Defendants are not required to create a privilege log.

(17) Should the Settling Defendants inadvertently disclose documents protected by solicitor-client privilege, litigation privilege, the attorney work product doctrine, any applicable privilege under foreign law, or whose disclosure is prohibited by any court order, foreign or domestic law, or by a Government Entity, such documents shall be promptly returned to the Settling Defendants and the documents and the information contained therein shall not be disclosed or used directly or indirectly, except with the express written permission of the Settling Defendants, and the production of such documents shall in no way be construed to have waived in any manner any privilege, doctrine, law, or protection attached to such documents.

(18) The Settling Defendants' obligations to cooperate as particularized in this Section 4.1 shall not be affected by the release provisions contained in this Settlement Agreement. Unless this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason, the Settling Defendants' obligations to provide cooperation with respect to any Alleged Part under this Settlement Agreement shall continue only until: (i) otherwise ordered by the Courts; or (ii) such time as a final judgment has been entered in the relevant Proceeding against all Defendants in that Proceeding (including as a result of any settlement, discontinuance and/or consent dismissal) and the time for appeal or to seek appeal from such final judgment has expired and no motion or other pleading has been filed with the relevant Court (or with any other court) seeking to set aside, enjoin, or in any way alter the entry of such final judgment or to toll the time for appeal of such final judgment or, if appealed, such final judgment has been affirmed in its entirety by the court of last resort to which such appeal has been taken and such affirmance has become no longer subject to further appeal or review. For greater certainty, the Plaintiffs' failure to strictly enforce any of the deadlines for the Settling Defendants to provide cooperation pursuant to this Section 4.1 is not a waiver of the cooperation rights granted by Section 4.1.

(19) Subject to Sections 4.1(20) and 4.1(21), the provisions set forth in this Section 4.1 are the exclusive means by which the Plaintiffs, Class Counsel and Settlement Class Members may obtain discovery or information or documents from the Releasees. The Plaintiffs, Class Counsel and Settlement Class Members agree that they shall not pursue any other means of discovery against, or seek to compel the evidence of, the Releasees, whether in Canada or elsewhere and whether under the rules or laws of this or any other Canadian or foreign jurisdiction.

(20) The Plaintiffs may exercise any rights they have to seek to obtain discovery in the Proceedings as against an officer, director and/or employee of the Settling Defendants put forward to participate in employee interviews, or to provide testimony at trial or otherwise pursuant to Section 4.1, if the current or former officer, director or employee of the Settling Defendants fails to cooperate in accordance with those Sections and the provisions of this Settlement Agreement. Notwithstanding the foregoing, Class Counsel shall not pursue any other means of discovery against, or seek to compel the evidence of the seven individuals referenced in paragraph 11(b) of the plea agreement between DENSO Corporation and the United States of America (2:12-cr-20063-GCS-PJK, E.D. Mich., ECF No. 9).

(21) In the event that the Settling Defendants materially breach this Section 4.1, the Plaintiffs may move before the Courts to enforce the terms of this Settlement Agreement.

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

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

4.2 Limits on Use of Documents and Information

(1) It is understood and agreed that all documents and information made available or provided by the Settling Defendants and/or Counsel for the Settling Defendants to the Plaintiffs and Class Counsel under this Settlement Agreement shall be used only in connection with the prosecution of the claims in the Proceedings, and shall not be used directly or indirectly for any other purpose, except to the extent that the documents or information are or become publicly available. The Plaintiffs and Class Counsel agree they will not disclose the documents and information provided by the Settling Defendants and/or Counsel for the Settling Defendants

beyond what is reasonably necessary for the prosecution of the Proceedings or as otherwise required by law, except to the extent that the documents or information were, are or become publicly available. Subject to the foregoing, Class Counsel shall take reasonable precautions to ensure and maintain the confidentiality of such documents and information, and of any work product of Class Counsel that discloses such documents and information. Notwithstanding the foregoing, in the Proceedings in which there is no BC Action and/or Quebec Action, Ontario Class Counsel may disclose such information and documents to Camp Fiorante Matthews Mogerman LLP and/or Siskinds Desmeules s.e.n.c.r.l., as applicable, to the extent that Camp Fiorante Matthews Mogerman LLP and/or Siskinds Desmeules s.e.n.c.r.l. are assisting Ontario Class Counsel in the prosecution of that Proceeding and Camp Fiorante Matthews Mogerman LLP and/or Siskinds Desmeules s.e.n.c.r.l. agree to keep such information confidential and only use it for the purpose of providing such assistance.

(2) If the Plaintiffs intend to produce or file with any Court any documents or other information provided by the Settling Defendants and/or Counsel for the Settling Defendants as cooperation under the Settlement Agreement (and such disclosure is not otherwise prohibited by the Settlement Agreement) which, at the time of being provided, were marked or designated by the Settling Defendants as “Confidential — Subject to Procedure Under Section 4.2 of the Settlement Agreement,” and there is not already a confidentiality order issued in the relevant Proceeding that applies to the documents and information provided as cooperation by the Settling Defendants, Class Counsel shall provide the Settling Defendants with an advance description of the documents or other information sought to be produced or filed at least thirty (30) days in advance of the proposed production or filing, in order that the Settling Defendants may move to obtain a sealing or confidentiality order or similar relief. If, within the thirty (30) day period, a Settling Defendant does not so move, the Plaintiffs and Class Counsel can produce or file the information or documents in the ordinary course. If, within that thirty (30) day period, a Settling Defendant so moves, the Plaintiffs and Class Counsel shall not produce or file the confidential information or documents until the earlier of: (i) one-hundred and ninety (190) days after being advised of such intention; or (ii) the Settling Defendants’ motion has been decided and all applicable appeal periods have expired. Notwithstanding the foregoing, the Plaintiffs and Class Counsel may, so as not to delay prosecution of the relevant Proceeding: (i) seek an interim sealing order pending the Settling Defendant’s motion and, if an interim sealing order is granted,

may file such documents or information with the relevant Court pursuant to such interim sealing order; or (ii) provide, on an interim basis, documents or information to counsel for the Non-Settling Defendants provided that counsel for the Non-Settling Defendants agree and give assurances that the documents or information will remain with external counsel and will only be disclosed to independent expert(s) retained by a Party for the purposes of the relevant Proceeding, as well as secretarial, clerical or other support personnel of such expert(s) to whom disclosure is reasonably necessary. An independent expert may not be an employee of a Plaintiff or Defendant in the relevant Proceeding or a competitor of the Settling Defendants. In addition, if a Settling Defendant intervenes for this purpose, the Plaintiffs and Class Counsel shall not oppose a motion to intervene made by the Settling Defendant(s) for this purpose, provided that the form and content of the requested order is similar in substance to the order issued by the Ontario Court in Ontario Superior Court of Justice Court File No. CV-12-44673700CP, dated July 15, 2015. In the BC Action, any application for a sealing order brought pursuant to this Section 4.2(2) shall comply with Practice Direction 35—Sealing Orders in Civil and Family Proceedings.

(3) In the event that a Person requests disclosure of documents or information provided by the Settling Defendants and/or Counsel for the Settling Defendants as cooperation under this Settlement Agreement which, at the time of being provided, were marked or designated by the Settling Defendants as “Confidential — Subject to Procedure Under Section 4.2 of the Settlement Agreement”, whether or not the Person applies for an order requiring the Plaintiffs to disclose or produce any documents or other information, and there is not already a confidentiality order issued in the relevant Proceeding(s) that applies to the documents and information provided as cooperation by the Settling Defendants, Class Counsel shall provide notice to the Settling Defendants promptly upon becoming aware of it in order that the Settling Defendants may intervene to oppose such disclosure or production. In no circumstances shall the Plaintiffs or Class Counsel apply for or consent to such an application for disclosure or production. The Plaintiffs and Class Counsel shall not disclose the confidential information or documents until the motion has been decided and a final order has been issued requiring production of such documents or information, except: (i) to the extent such information or documents are or become otherwise publicly available; (ii) as ordered to do so by a Court; and (iii) in the event that the Person making the request is a Non-Settling Defendant, so as not to

delay prosecution of the relevant Proceeding(s), Class Counsel may provide, on an interim basis, documents or information to counsel for the Non-Settling Defendants provided that counsel for the Non-Settling Defendants agree and give assurances that, until the Settling Defendants' motion has been decided and all applicable appeal periods have expired, the documents or information will remain with external counsel and will only be disclosed to independent expert(s) retained by a Party for the purposes of the relevant Proceeding(s), as well as secretarial, clerical or other support personnel of such expert(s) to whom disclosure is reasonably necessary. An independent expert may not be an employee of a Plaintiff or Defendant in the relevant Proceeding or a competitor of the Settling Defendants.

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

SECTION 5– OPTING OUT

5.1 Procedure

(1) If Settlement Class Members have not previously been afforded an opportunity to opt-out of one or more Proceedings, Class Counsel will seek approvals from the Courts of the following opt-out process as part of the orders certifying or authorizing the relevant Proceeding(s) as class proceedings for settlement purposes:

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

- (b) An election to opt-out sent by mail or courier will only be valid if it is postmarked on or before the Opt-Out Deadline to the designated address in the notice described in Section 11.1(1). Where the postmark is not visible or legible, the election to opt-out shall be deemed to have been postmarked four (4) business days prior to the date that it is received by Class Counsel.
- (c) The written election to opt-out must contain the following information in order to be valid:
 - (i) the Person's full name, current address and telephone number;
 - (ii) if the Person seeking to opt-out is a corporation, the name of the corporation and the position of the Person submitting the request to opt-out on behalf of the corporation; and
 - (iii) a statement to the effect that the Person wishes to be excluded from the relevant Proceeding.
- (d) Any putative Settlement Class Member who validly opts-out of any of the Proceedings shall be excluded from such Proceedings and the applicable Settlement Class, and shall no longer participate or have the opportunity to participate in such Proceedings or to share in the distribution of any funds received as a result of a judgment or settlement in such Proceedings in the future.
- (e) Any putative Settlement Class Member who does not validly opt-out of a Proceeding in the manner and time prescribed above, shall be deemed to have elected to participate in that Proceeding and no further right to opt-out of that Proceeding will be provided in the future.
- (f) Quebec Class Members who have commenced actions or commence actions relating to the allegations made in a Proceeding or Proceedings and fail to discontinue such actions by the Opt-Out Deadline shall be deemed to have opted out of any such Proceedings. Quebec Counsel warrant and represent that, to the best of their knowledge, no such action has been commenced as of the Date of Execution.

- (2) Within thirty (30) days of the Opt-Out Deadline, Class Counsel shall provide to the Settling Defendants a report containing the names of each Person who has validly and timely opted out of the Proceedings, the reasons for the opt-out, if known, and a summary of the information delivered by such Persons pursuant to this Section 5.1.
- (3) With respect to any potential Settlement Class Member who validly opts-out of any of the Proceedings, the Settling Defendants reserve all of their legal rights and defences.
- (4) The Plaintiffs through their respective Class Counsel expressly waive all rights to opt-out of the Proceedings.

SECTION 6– TERMINATION OF SETTLEMENT AGREEMENT

6.1 Right of Termination

- (1) In the event that:
 - (a) any Court declines to certify or authorize the relevant Proceedings for the purposes of the Settlement Agreement;
 - (b) the Ontario Court declines to dismiss the Ontario Actions as against the Named Settling Defendants, the BC Court declines to dismiss the BC Actions as against the Named Settling Defendants, and/or the Quebec Court declines to declare settled out of court the Quebec Actions against the Named Settling Defendants;
 - (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 D; or
 - (f) any orders approving this Settlement Agreement made by the Courts do not become Final Orders;

the Plaintiffs and the Settling Defendants shall each have the right to terminate this Settlement Agreement by delivering a written notice pursuant to Section 15.17, within thirty (30) days following an event described above.

(2) In addition, if the Settlement Amount is not paid in accordance with Section 3.1(1), the Plaintiffs shall have the right to terminate this Settlement Agreement by delivering a written notice pursuant to Section 15.17.

(3) Except as provided for in Section 6.4, 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 or in any other way for any reason.

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

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

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

6.2 If Settlement Agreement is Terminated

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

- (a) no motion to certify or authorize any of the Proceedings as a class proceeding on the basis of this Settlement Agreement, or to approve this Settlement Agreement, which has not been decided, shall proceed;
- (b) the Parties will cooperate in seeking to have any issued order(s) certifying or authorizing the Proceedings as class proceedings on the basis of the Settlement Agreement or approving this Settlement Agreement set aside and declared null and void and of no force or effect, and any Party shall be estopped from asserting otherwise;

- (c) any prior certification or authorization of a Proceeding as a class proceeding on the basis of this Settlement Agreement, including the definitions of the Settlement Classes and the Common Issues pursuant to this Settlement Agreement, shall be without prejudice to any position that any of the Parties or Releasees may later take on any issue in the Proceedings or any Other Actions or other litigation; and
- (d) within ten (10) days of such termination having occurred, Class Counsel shall make reasonable efforts to destroy all documents or other materials provided by the Settling Defendants and/or Counsel for the Settling Defendants under this Settlement Agreement or containing or reflecting information derived from such documents or other materials received from the Settling Defendants and/or Counsel for the Settling Defendants and, to the extent Class Counsel has disclosed any documents or information provided by the Settling Defendants and/or Counsel for the Settling Defendants to any other Person, shall make reasonable efforts to recover and destroy such documents or information. Class Counsel shall provide Counsel for the Settling Defendants with a written certification by Class Counsel of such destruction. Nothing contained in this Section 6.2 shall be construed to require Class Counsel to destroy any of their work product. However, any documents or information provided by the Settling Defendants and/or Counsel for the Settling Defendants, or received from the Settling Defendants and/or Counsel for the Settling Defendants in connection with this Settlement Agreement, may not be disclosed to any Person in any manner or used, directly or indirectly, by Class Counsel or any other Person in any way for any reason, without the express prior written permission of the relevant Settling Defendant(s). Class Counsel shall take appropriate steps and precautions to ensure and maintain the confidentiality of such documents, information and any work product of Class Counsel derived from such documents or information.

6.3 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, Ontario Counsel shall, within thirty (30) days of the written notice pursuant to Section 6.1(1), return to the Settling Defendants the amount they have paid to Ontario Counsel, plus all accrued interest thereon, but less the lesser of the Settling Defendants'

proportional share of the costs of notices required by Section 11.1(1) and any translations required by Section 15.11 and \$250,000.

6.4 Survival of Provisions After Termination

(1) If this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason, the provisions of Sections 3.1(9), 3.2(3), 4.1(14), 6.1(3), 6.2, 6.3, 6.4, 9.1, 9.2, 11.1(2) and 12.2(4), and the definitions and Schedules applicable thereto shall survive the termination and continue in full force and effect. The definitions and Schedules shall survive only for the limited purpose of the interpretation of Sections 3.1(9), 3.2(3), 4.1(14), 6.1(3), 6.2, 6.3, 6.4, 9.1, 9.2, 11.1(2) and 12.2(4) within the meaning of this Settlement Agreement, but for no other purposes. All other provisions of this Settlement Agreement and all other obligations pursuant to this Settlement Agreement shall cease immediately.

SECTION 7– RELEASES AND DISMISSALS

7.1 Release of Releasees

(1) Upon the Effective Date, subject to Section 7.2, 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.

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

(3) Notwithstanding any of the foregoing, the releases granted pursuant to this Section 7.1 shall be deemed partial for the purposes of article 1687 and following of the Civil Code of Quebec, shall inure only to the benefit of the Releasees and shall not preclude, foreclose or otherwise limit the rights of the Quebec Plaintiffs and of the Quebec Settlement Class Members against the Non-Settling Defendants or unnamed alleged co-conspirators that are not Releasees.

7.2 Covenant Not to Sue

(1) Upon the Effective Date, and notwithstanding Section 7.1, for any Settlement Class Members resident in any province or territory where the release of one tortfeasor is a release of all other tortfeasors, the Releasors do not release the Releasees but instead the Releasors covenant and undertake not to make any claim in any way or to threaten, commence, participate in or continue any proceeding in any jurisdiction against the Releasees in respect of or in relation to the Released Claims. For greater certainty, Section 7.1(3) continues to apply to residents of Quebec.

7.3 No Further Claims

(1) Upon the Effective Date, each Releasor shall not now or hereafter institute, continue, maintain, intervene in or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other Person, any proceeding, cause of action, claim or demand against any Releasee, or any other Person who may claim contribution or indemnity, or other claims over relief, from any Releasee, whether pursuant to the *Negligence Act*, RSO 1990, c N1 or other legislation or at common law or equity in respect of any Released Claim, except for the continuation of the Proceedings against the Non-Settling Defendants or named or unnamed co-conspirators that are not Releasees or, if any of the Proceedings are not certified or authorized with respect to the Non-Settling Defendants, the continuation of the claims asserted in any of 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.

7.4 Dismissal of the Proceedings

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

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

7.5 Dismissal of Other Actions

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

(2) Upon the Effective Date, all Other Actions commenced by any member of the Ontario or BC Settlement Classes in Ontario or British Columbia, as applicable, shall be dismissed as against the Releasees, without costs, with prejudice and without reservation, and Class Counsel shall: (i) at their cost, obtain orders from the Ontario and BC Courts confirming same in respect of all Other Actions commenced in British Columbia and Ontario, and (ii) if requested by the Settling Defendants, take the reasonably necessary steps to seek an order finally staying or dismissing or otherwise finally resolving any Other Actions commenced in a province other than British Columbia and Ontario.

7.6 Material Term

(1) The releases, covenants, dismissals, and granting of consent contemplated in this Section 7 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 6.1 of the Settlement Agreement.

SECTION 8– BAR ORDER, WAIVER OF SOLIDARITY ORDER AND OTHER CLAIMS

8.1 Ontario and British Columbia Bar Order

(1) The Plaintiffs, Class Counsel and the Settling Defendants agree that the Ontario and BC orders approving this Settlement Agreement must include 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 8.1 (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*, RSC 1985, c C-34) that corresponds to the Proportionate Liability of the Releasees proven at trial or otherwise;
 - (ii) the Ontario and BC Plaintiffs and the Settlement Class Members shall limit their claims against the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee to include only, and shall only seek to recover from the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee, those claims for damages (including punitive damages, if any), restitutionary award, disgorgement of profits, interest, and costs (including investigative costs claimed pursuant to section 36 of the *Competition Act*, RSC 1985, c C-34) attributable to the aggregate of the several liability of the Non-

Settling Defendants and/or named or unnamed co-conspirators and/or any 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 Defendants, 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 Named Settling Defendants remained parties to the relevant Proceeding:
 - (i) documentary discovery and affidavit(s) of documents (list of documents in British Columbia) from the Named Settling Defendants in accordance with that Court's rules of procedure;
 - (ii) oral discovery of a representative(s) of the Named Settling Defendants, the transcript(s) of which may be read in at trial;

- (iii) leave to serve a request to admit (notice to admit in British Columbia) on the Named Settling Defendants in respect of factual matters; and/or
 - (iv) the production of a representative(s) of the Named Settling Defendants to testify at trial, with such witness to be subject to cross-examination by counsel for the Non-Settling Defendants.
- (d) the Settling Defendants retain all rights to oppose any motion brought pursuant to Section 8.1(1)(c), including any such motion brought at trial seeking an order requiring the Named Settling Defendants to produce a representative to testify at trial. Moreover, nothing herein restricts the Settling Defendants from seeking a protective order to maintain confidentiality and protection of proprietary information in respect of documents to be produced and/or for information obtained from discovery in accordance with Section 8.1(1)(c);
- (e) on any motion brought pursuant to Section 8.1(1)(c), the Ontario Court or BC Court, as applicable, may make such orders as to costs and other terms as it considers appropriate;
- (f) to the extent that such an order is granted and discovery is provided to a Non-Settling Defendant, a copy of all discovery provided, whether oral or documentary in nature, shall be provided by the Settling Defendants to the Plaintiffs and Class Counsel within ten (10) days of such discovery being provided to a Non-Settling Defendant;
- (g) the Ontario and BC Courts will retain an ongoing supervisory role over the discovery process and the Settling Defendants will attorn to the jurisdiction of the Ontario and BC Courts for these purposes; and
- (h) a Non-Settling Defendant may effect service of the motion(s) referred to in Section 8.1(1)(c) on the Settling Defendants by service on Counsel for the Settling Defendants.

8.2 Quebec Waiver or Renunciation of Solidarity Order

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

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

8.3 Claims Against Other Entities Reserved

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

8.4 Material Term

(1) The Parties acknowledge that the bar orders, waivers, renunciations of solidarity and reservations of rights contemplated in this Section 8 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 6.1 of the Settlement Agreement.

SECTION 9– EFFECT OF SETTLEMENT

9.1 No Admission of Liability

(1) The Plaintiffs and the Releasees expressly reserve all of their rights if the Settlement Agreement is not approved, is terminated, or otherwise fails to take effect for any reason. Further, whether or not the Settlement Agreement is finally approved, is terminated, or otherwise fails to take effect for any reason, this Settlement Agreement and anything contained herein, any and all negotiations, documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement (including the certification or authorization of the Proceedings as against the Named Settling Defendants for settlement purposes), 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 whatsoever by the Releasees, or of the truth of any of the claims or allegations contained in the Proceedings or any other actions against the Releasees.

9.2 Agreement Not Evidence

(1) The Parties agree that, whether or not it is finally approved, is terminated, or otherwise fails to take effect for any reason, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement (including the certification or authorization of the Proceedings as against the Named Settling Defendants for settlement purposes), shall not be referred to, offered as evidence or received in evidence in any pending or future civil, criminal or administrative action or proceeding, except in a proceeding to approve and/or enforce this Settlement Agreement, to defend against the assertion of Released Claims, as necessary in any insurance-related proceeding, or as otherwise required by law.

9.3 No Further Litigation

(1) No Class Counsel, nor anyone currently or hereafter employed by or a partner with Class Counsel, may directly or indirectly participate or be involved in or in any way assist with respect to any claim made or action commenced by any Person against the Settling Defendants which relates to or arises from the Released Claims, except in relation to the continued prosecution of the Proceedings against any Non-Settling Defendants or unnamed co-conspirators that are not Releasees or, if the Proceedings are not certified or authorized, the continuation of the claims asserted in such Proceedings on an individual basis or otherwise against any Non-Settling Defendant or unnamed co-conspirator that is not a Releasee. Moreover, Class Counsel or anyone currently or hereafter employed by or a partner with Class Counsel may not divulge to anyone for any purpose any information obtained in the course of the Proceedings or the negotiation and preparation of this Settlement Agreement, except to the extent such information was, is or becomes otherwise publicly available or unless ordered to do so by a court, and subject to Section 4.2 of this Settlement Agreement.

(2) Section 9.3(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 10- CERTIFICATION OR AUTHORIZATION FOR SETTLEMENT ONLY

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

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

SECTION 11– NOTICE TO SETTLEMENT CLASSES

11.1 Notices Required

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

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

11.2 Form and Distribution of Notices

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

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

SECTION 12– ADMINISTRATION AND IMPLEMENTATION

12.1 Mechanics of Administration

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

12.2 Information and Assistance

(1) The Settling Defendants will make reasonable best efforts to provide to Class Counsel a list of the names and addresses of those Persons in Canada who received delivery of the Alleged Parts from the Settling Defendants during the Class Period, based on a review of current and existing transactional data that is reasonably accessible to the Settling Defendants. The

information shall be delivered in Microsoft Excel format or such other format as may be agreed upon by Counsel for the Settling Defendants and Class Counsel, and shall be delivered as a separate production from the documents to be delivered pursuant to Section 4.1 or identified by bates number as part of the production of documents to be delivered pursuant to Section 4.1.

(2) The name and address information required by Section 12.2(1) shall be delivered to Class Counsel within ninety (90) days of the Date of Execution, but no later than ten (10) days after the orders required by Section 2.2(1) have been obtained, or at a time mutually agreed upon by the Parties.

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

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

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

(5) The Settling Defendants will make themselves reasonably available to respond to questions respecting the information provided pursuant to Section 12.2(1) from Class Counsel or any Court-appointed notice provider and/or the Claims Administrator. The Settling Defendants' obligations to make themselves reasonably available to respond to questions as particularized in this Section shall not be affected by the release provisions contained in Section 7 of this Settlement Agreement. Unless this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason, the Settling Defendants' obligations to cooperate pursuant to this Section 12.2 shall cease when the Proceedings are resolved as against all Defendants and all settlement funds or court awards have been distributed.

(6) The Settling Defendants shall bear no liability with respect to the completeness or accuracy of the information provided pursuant to this Section 12.2.

SECTION 13- DISTRIBUTION OF THE SETTLEMENT AMOUNT AND ACCRUED INTEREST

13.1 Distribution Protocol

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

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

13.2 No Responsibility for Administration or Fees

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

SECTION 14– CLASS COUNSEL FEES, DISBURSEMENTS AND ADMINISTRATION EXPENSES

14.1 Responsibility for Fees, Disbursements and Taxes

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

14.2 Responsibility for Costs of Notices and Translation

(1) Ontario Class Counsel shall pay the costs of the notices required by Section 11 and any costs of translation required by Section 15.11 from the Trust Account, as they become due. Subject to Section 6.3, the Releasees shall not have any responsibility for the costs of the notices or translation.

14.3 Court Approval for Class Counsel Fees and Disbursements

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

SECTION 15– MISCELLANEOUS

15.1 Motions for Directions

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

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

15.2 Headings, etc.

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

15.3 Computation of Time

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

15.4 Ongoing Jurisdiction

- (1) Each of the Courts shall retain exclusive jurisdiction over the Proceedings commenced in its jurisdiction, and the Parties and the Class Counsel Fees in that proceeding.
- (2) No Party shall ask a Court to make any order or give any direction in respect of any matter of shared jurisdiction unless that order or direction is conditional upon a complementary order or direction being made or given by the other Court(s) with which it shares jurisdiction over that matter.
- (3) Notwithstanding Sections 15.4(1) and 15.4(2), the Ontario Court shall exercise jurisdiction with respect to implementation, administration, interpretation and enforcement of the

terms of this Settlement Agreement, and the Plaintiffs, Settlement Class Members and Settling Defendants attorn to the jurisdiction of the Ontario Court for such purposes. Issues related to the administration of this Settlement Agreement, the Trust Account, and other matters not specifically related to the BC Actions or the Quebec Actions shall be determined by the Ontario Court.

15.5 Governing Law

(1) Subject to Section 15.5(2), this Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

(2) Notwithstanding Section 15.5(1), for matters relating specifically to the BC or Quebec Actions, the BC or Quebec Court, as applicable, shall apply the law of its own jurisdiction and the laws of Canada applicable therein.

15.6 Entire Agreement

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

15.7 Amendments

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

15.8 Binding Effect

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

and each and every covenant and agreement made herein by the Settling Defendants shall be binding upon all of the Releasees.

15.9 Counterparts

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

15.10 Negotiated Agreement

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

15.11 Language

(1) The Parties acknowledge that they have required and consented that this Settlement Agreement and all related documents be prepared in English; les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais. Nevertheless, if required to by a Court, Class Counsel and/or a translation firm selected by Class Counsel shall prepare a French translation of the Settlement Agreement, the cost of which shall be paid from the Settlement Amount provided that the cost of such translation plus the Settling Defendants' proportionate share of the notice costs described in Section 11.1(1) do not exceed \$250,000. To the extent that the translation costs pursuant to this Section 15.11 plus the Settling Defendants' share of notice costs pursuant to Section 11.1(1) exceed \$250,000, such excess amount shall not be paid from the Settlement Amount and shall also not be the responsibility of the Settling Defendants or the Releasees. In the event of any dispute as to the interpretation or application of this Settlement Agreement, only the English version shall govern.

15.12 Transaction

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

15.13 Recitals

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

15.14 Schedules

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

15.15 Acknowledgements

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

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

15.16 Authorized Signatures

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

15.17 Notice

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

For the Plaintiffs and for Class Counsel in the Proceedings:

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

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

David Klein
KLEIN LAWYERS LLP
1385 West 8th Avenue, #400
Vancouver, BC. V6H 3V9
Tel : 604.874.7171
Fax : 604.874.7180
Email : dklein@callkleinlawyers.com

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

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

For the Settling Defendants:


Sandra Forbes and Chantelle Cseh
DAVIES WARD PHILLIPS & VINEBERG LLP
155 Wellington Street West
Toronto, ON M5V 3J7
Tel: 416.863.0900
Fax: 416.863.0871
Email: sforbes@dwpv.com
ccseh@dwpv.com

15.18 Date of Execution


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

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

Name of Authorized Signatory:

 Linda Visser

Signature of Authorized Signatory:



Siskinds LLP
Ontario Counsel

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

Name of Authorized Signatory:

 Linda Visser

Signature of Authorized Signatory:



Sotos LLP
Ontario Counsel

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

Name of Authorized Signatory:

 Linda Visser

Signature of Authorized Signatory:


Camp Fiorante Matthews Mogerman LLP
BC Counsel

RYAN KETT and ERIK OUN on their own behalf and on behalf of the BC Settlement Classes that they propose to represent, by their counsel

Name of Authorized Signatory:

David Klein

Signature of Authorized Signatory:

[Signature]

Klein Lawyers LLP
BC Counsel

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

Name of Authorized Signatory:

Signature of Authorized Signatory:

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

DENSO CORPORATION, DENSO INTERNATIONAL AMERICA, INC., DENSO MANUFACTURING CANADA, INC., DENSO SALES CANADA, INC., DENSO INTERNATIONAL KOREA CORPORATION, DENSO KOREA AUTOMOTIVE CORPORATION, DENSO PRODUCTS AND SERVICES AMERICAS, INC., DENSO AUTOMOTIVE DEUTSCHLAND GMBH, ASMO CO., LTD., ASMO NORTH AMERICA, LLC, ASMO NORTH CAROLINA, INC., ASMO GREENVILLE OF NORTH CAROLINA, INC., ASMO MANUFACTURING, INC., KOREA WIPER BLADE CO., LTD. and TECHMA CORPORATION by their counsel

Name of Authorized Signatory:

Sandra Forbes, Partner

Signature of Authorized Signatory:

[Signature]

Davies Ward Phillips & Vineberg LLP
Counsel for the Settling Defendants

RYAN KETT and ERIK OUN on their own behalf and on behalf of the BC Settlement Classes that they propose to represent, by their counsel

Name of Authorized Signatory: _____

Signature of Authorized Signatory: _____

Klein Lawyers LLP
BC Counsel

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

Name of Authorized Signatory: _____

Linda Visser

Signature of Authorized Signatory: _____

per *[Signature]*
Siskinds Desmeules s.e.n.c.r.l.
Quebec Counsel

DENSO CORPORATION, DENSO INTERNATIONAL AMERICA, INC., DENSO MANUFACTURING CANADA, INC., DENSO SALES CANADA, INC., DENSO INTERNATIONAL KOREA CORPORATION, DENSO KOREA AUTOMOTIVE CORPORATION, DENSO PRODUCTS AND SERVICES AMERICAS, INC., DENSO AUTOMOTIVE DEUTSCHLAND GMBH, ASMO CO., LTD., ASMO NORTH AMERICA, LLC, ASMO NORTH CAROLINA, INC., ASMO GREENVILLE OF NORTH CAROLINA, INC., ASMO MANUFACTURING, INC., KOREA WIPER BLADE CO., LTD. and TECHMA CORPORATION by their counsel

Name of Authorized Signatory: _____

Sandra Forbes, Partner

Signature of Authorized Signatory: _____

[Signature]

Davies Ward Phillips & Vineberg LLP
Counsel for the Settling Defendants

CAMP FIORANTE MATTHEWS MOGERMAN LLP

Per: 

Name: Linda Visso

Title: per CFM

I have authority to bind the Partnership

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

Per: 

Name: Linda Visso

Title: per CFM

I have authority to bind the Partnership

SCHEDULE "A"
PROCEEDINGS, SETTLEMENT CLASSES AND COMMON ISSUES

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

Court and File No.	Part	Plaintiffs' Counsel	Plaintiff(s)	Defendants	Settlement Classes	Common Issues	Class Periods
Ontario Superior Court of Justice Court File No. CV-14-506641-00CP	Air Flow Meters	Siskinds LLP and Sotos LLP	Sheridan Chevrolet Cadillac Ltd., Pickering Auto Mall Ltd., and Fady Samaha	Corporation of North America and Panasonic Canada, Inc. Hitachi Ltd., Hitachi Automotive Systems, Ltd., Hitachi Automotive Systems Americas, Inc., Denso Corporation, Denso International America Inc., Denso Manufacturing Canada, Inc., and Denso Sales Canada, Inc.	All Persons in Canada who, during the Class Period, (a) purchased, directly or indirectly, an Air Flow Meter; and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing an Air Flow Meter; and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing an Air Flow Meter. Excluded Persons and Persons who are included in the Quebec Air Flow Meters Settlement Class are excluded from the Ontario Air Flow Meters Settlement Class.	Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Air Flow Meters in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?	January 1, 2000 to March 20, 2017.
Ontario Superior Court of Justice Court File No. CV-13-478125-00CP	Alternators	Siskinds LLP and Sotos LLP	Sheridan Chevrolet Cadillac Ltd., The Pickering Auto Mall Ltd., and Fady Samaha	Denso Corporation, Denso International America, Inc., Denso Manufacturing Canada, Inc., Denso Sales Canada, Inc., Mitsubishi Electric Corporation, Mitsubishi Electric Automotive America, Inc., and Mitsubishi Electric Sales Canada Inc.	All Persons in Canada who, during the Class Period, (a) purchased, directly or indirectly, an Alternator; and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing an Alternator; and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing an Alternator.	Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Alternators in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?	January 1, 2000 to March 20, 2017.

Court and File No.	Part	Plaintiffs' Counsel	Plaintiff(s)	Defendants	Settlement Classes	Common Issues	Class Periods
Ontario Superior Court of Justice Court File No. CV-17-00584400-00CP	Automotive Exhaust Systems	Siskinds LLP and Sotos LLP	Sheridan Chevrolet Cadillac Ltd., and The Pickering Auto Mall Ltd.	Faurecia Abagstechnik GmbH, Faurecia Systèmes D'Echappement, NGK Spark Plug Co., Ltd., Woonjin Industry Co., Ltd., NGK Spark Plugs (U.S.A.), Inc., NGK Spark Plugs Canada Limited, Denso Corporation, Denso International Korea Corporation, Denso Korea Automotive Corporation, Denso International America, Inc., Denso Manufacturing Canada, Inc. and Denso Sales Canada, Inc.	Excluded Persons and Persons who are included in the Quebec Alternators Settlement Class and the BC Alternators Settlement Class are excluded from the Ontario Alternators Settlement Class.	Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Automotive Exhaust Systems in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?	January 1, 2002 to the date of the order certifying the Ontario Automotive Exhaust Systems Action against the relevant Settling Defendants for settlement purposes.
Ontario Superior Court of Justice Court File No. CV-14-506644-00CP	Automatic Transmission Fluid Warmers and Oil Coolers	Siskinds LLP and Sotos LLP	Sheridan Chevrolet Cadillac Ltd., Pickering Auto Mall Ltd., and Fady Samaha	T. Rad Co., Ltd., T. Rad North America Inc., Denso Corporation, Denso International America Inc., Denso Manufacturing Canada, Inc., Denso Sales	All Persons in Canada who, during the Class Period, (a) purchased, directly or indirectly, an Automatic Transmission Fluid Warmer and /or Oil Cooler; and/or (b) Transmission Fluid Warmer and /or Oil Cooler; and/or (b)	Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Automatic Transmission Fluid Warmers and/or Oil Coolers in Canada and/or elsewhere	November 1, 2002 to August 30, 2017

Court and File No.	Part	Plaintiffs' Counsel	Plaintiff(s)	Defendants	Settlement Classes	Common Issues	Class Periods
				Canada, Inc., Calsonic Kansei Corporation, and Calsonic Kansei North America, Inc.	purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing an Automatic Transmission Fluid Warmer and/or Oil Cooler; and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing an Automatic Transmission Fluid Warmer and/or Oil Cooler. Excluded Persons are excluded from the Ontario Automatic Transmission Fluid Warmers and Oil Coolers Settlement Class.	during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?	
Ontario Superior Court of Justice Court File No. CV - 16-549735-00CP	Ceramic Substrates	Siskinds LLP and Sotos LLP	Sheridan Chevrolet Cadillac Ltd., The Pickering Auto Mall Ltd., and Fady Samaha	NGK Insulators, Ltd., NGK Ceramics USA, Inc., NGK Automotive Ceramics USA, Inc., NGK Insulators of Canada, Ltd., Corning Incorporated, Corning International Kabushiki Kaisha, Denso Corporation, Denso International America, Inc., Denso Manufacturing Canada, Inc. and Denso Sales Canada, Inc.	All Persons in Canada who, during the Class Period, (a) purchased, directly or indirectly, Ceramic Substrates, and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing Ceramic Substrates; and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing Ceramic Substrates. Excluded Persons are excluded from the Ontario Ceramic Substrates Settlement Class.	Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Ceramic Substrates in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?	July 1, 1999 to April 2, 2019
Ontario	Electronic	Siskinds LLP	Sheridan	Sumitomo Electric	All Persons in Canada who,	Did the Settling Defendants, or	January 1, 1999 to November 2,

Court and File No.	Part	Plaintiffs' Counsel	Plaintiff(s)	Defendants	Settlement Classes	Common Issues	Class Periods
Superior Court of Justice Court File No. CV-13-482967-00CP	Control Units	and Sotos LLP	Chevrolet Cadillac Ltd., The Pickering Auto Mall Ltd., and Fady Samaha	Industries, Ltd., Sews Canada Ltd., Sumitomo Wiring Systems, Ltd., Sumitomo Electric Wiring Systems, Inc., Sumitomo Wiring Systems (U.S.A.), Inc., Denso Corporation, Denso International America, Inc., Denso Manufacturing Canada, Inc., Denso Sales Canada, Inc., Mitsubishi Electric Corporation, Mitsubishi Electric Automotive America, Inc., Mitsubishi Electric Sales Canada Inc., Hitachi, Ltd., Hitachi Automotive Systems, Ltd., and Hitachi Automotive Systems Americas, Inc.	during the Class Period, (a) purchased, directly or indirectly, an Electronic Control Unit; and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing an Electronic Control Unit; and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing an Electronic Control Unit. Excluded Persons and Persons who are included in the Quebec Electronic Control Units Settlement Class and the BC Electronic Control Units Settlement Class are excluded from the Ontario Electronic Control Units Settlement Class.	any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Electronic Control Units in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?	2016
Ontario Superior Court of Justice Court File No. CV-14-506649-00CP	Electronic Throttle Bodies	Siskinds LLP and Sotos LLP	Sheridan Chevrolet Cadillac Ltd., The Pickering Auto Mall Ltd., and Fady Samaha	Denso Corporation, Denso International America Inc., Denso Manufacturing Canada, Inc., Denso Sales Corporation, American Mitsubishi Electric Corporation, Mitsubishi Electric Automotive America, Inc., Mitsubishi Electric Sales Canada Inc., Aisan Industry Co. Ltd., Franklin Precision	All Persons in Canada who, during the Class Period, (a) purchased, directly or indirectly, an Electronic Throttle Body; and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing an Electronic Throttle Body; and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing an Electronic	Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Electronic Throttle Bodies in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?	January 1, 2000 to March 20, 2017

Court and File No.	Part	Plaintiffs' Counsel	Plaintiff(s)	Defendants	Settlement Classes	Common Issues	Class Periods
Ontario Superior Court of Justice Court File No. CV-14-506635-00CP	Fan Motors	Siskinds LLP and Sotos LLP	Sheridan Chevrolet Cadillac Ltd., Pickering Auto Mall Ltd., and Fady Samaha	Industry, Inc., Aisan Corporation of America, Keihin Corporation and Keihin North America, Inc.	Throttle Body. Excluded Persons and Persons who are included in the Quebec Electronic Throttle Bodies Settlement Class are excluded from the Ontario Electronic Throttle Bodies Settlement Class.		
Ontario Superior Court of Justice Court File No. CV-14-506635-00CP	Fan Motors	Siskinds LLP and Sotos LLP	Sheridan Chevrolet Cadillac Ltd., Pickering Auto Mall Ltd., and Fady Samaha	Denso Corporation, Denso International America Inc., Denso Manufacturing Canada, Inc., Denso Sales Canada, Inc., Mitsuba Corporation, and American Mitsuba Corporation	All Persons in Canada who, during the Class Period, (a) purchased, directly or indirectly, a Fan Motor; and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing a Fan Motor; and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing a Fan Motor. Excluded Persons are excluded from the Ontario Fan Motors Settlement Class.	Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Fan Motors in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?	January 1, 2000 to April 2, 2019
Ontario Superior Court of Justice Court File No. CV-14-506683-00CP	Fuel Injection Systems	Siskinds LLP and Sotos LLP	Sheridan Chevrolet Cadillac Ltd., The Pickering Auto Mall Ltd., and Fady Samaha	Hitachi, Ltd., Hitachi Automotive Systems, Ltd., Hitachi Automotive Systems Americas, Inc., Denso Corporation, Denso International America, Inc., Denso Manufacturing Canada, Inc., Denso Sales International Korea Corporation, Denso Korea Automotive Corporation, Mitsubishi Electric	All Persons in Canada who, during the Class Period, (a) purchased, directly or indirectly, a Fuel Injection System; and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing a Fuel Injection System; and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing a Fuel Injection	Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Fuel Injection Systems in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?	January 1, 2000 to March 20, 2017

Court and File No.	Part	Plaintiffs' Counsel	Plaintiff(s)	Defendants	Settlement Classes	Common Issues	Class Periods
				Corporation, Mitsubishi Electric Automotive America, Inc., Mitsubishi Electric Sales Canada Inc., Mitsubishi Electric US Holdings, Inc., Aisan Industry Co. Ltd., Franklin Precision Industry, Inc., Aisan Corporation of America, Hyundai Industrial Co., Ltd., Keihin Corporation, Keihin North America, Inc. Maruyasu Industries Co., Ltd., Mikuni Corporation, Mikuni American Corporation, Robert Bosch GmbH, Robert Bosch LLC, Robert Bosch Inc., RBKB Bosch Electrical Drives Co., Ltd., Mitsuba Corporation and American Mitsuba Corporation	System. Excluded Persons and Persons who are included in the Quebec Fuel Injection Systems Settlement Class and the BC Fuel Injection Systems Settlement Class are excluded from the Ontario Fuel Injection Systems Settlement Class.		
Ontario Superior Court of Justice Court File No. CV-13-482959-00CP	Fuel Senders	Siskinds LLP and Sotos LLP	Sheridan Chevrolet Cadillac Ltd., Pickering Auto Mall Ltd., and Fady Samaha	Yazaki Corporation, Yazaki North America Inc., Denso Corporation, Denso International America Inc., Denso Manufacturing Canada, Inc., and Denso Sales Canada, Inc.	All Persons in Canada who, during the Class Period, (a) purchased, directly or indirectly, a Fuel Sender; and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing a Fuel Sender; and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing a Fuel Sender. Excluded Persons and Persons who are included in	Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Fuel Senders in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?	January 1, 1999 to December 9, 2015

Court and File No.	Part	Plaintiffs' Counsel	Plaintiff(s)	Defendants	Settlement Classes	Common Issues	Class Periods
Ontario Superior Court of Justice Court File No. CV-12-449233-00CP	Heater Control Panels	Siskinds LLP and Sotos LLP	Sheridan Chevrolet Cadillac Ltd., Pickering Auto Mall Ltd., and Fady Samaha	Denso Corporation, Denso International America Inc., Denso Manufacturing Canada, Inc., Denso Sales Canada, Inc., Tokai Rika Co., Ltd., TRAM, Inc., TRMI, Inc., TRIN, Inc., Calsonic Kansei Corporation, Calsonic Kansei North America, Inc., Sumitomo Electric Industries Ltd., Sumitomo Wiring Systems Ltd., Sumitomo Electric Wiring Systems Inc., Sumitomo Electric Wintec America, Inc., Sumitomo Wiring Systems (U.S.A.) Inc., K&S Wiring Systems, Inc., Alps Electric Co., Ltd., Alps Electric (North America), Inc., and Alps Automotive Inc.	All Persons in Canada who, during the Class Period, (a) purchased, directly or indirectly, a Heater Control Panel; and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing a Heater Control Panel; and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing a Heater Control Panel. Excluded Persons and Persons who are included in the Quebec Heater Control Panels Settlement Class and the BC Heater Control Panels Settlement Class are excluded from the Ontario Heater Control Panels Settlement Class.	Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Heater Control Panels in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?	January 1, 2000 to November 2, 2016
Ontario Superior Court of Justice Court File No. CV-14-506680-00CP	High Intensity Discharge Ballasts	Siskinds LLP and Sotos LLP	Sheridan Chevrolet Cadillac Ltd., The Pickering Auto Mall Ltd. and Fady Samaha	Panasonic Corporation, Panasonic Corporation of North America, Panasonic Canada Inc., Stanley Electric Co., Ltd., Stanley Electric U.S. Co., Inc., II Stanley Co., Inc., Denso	All Persons in Canada who, during the Class Period, (a) purchased, directly or indirectly, a High Intensity Discharge Ballast; and/or (b) purchased or leased, directly or indirectly, a new or used	Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of High Intensity Discharge Ballasts in Canada and/or elsewhere during the Class Period? If so, what damages, if	July 1, 1998 to August 13, 2018

Court and File No.	Part	Plaintiffs' Counsel	Plaintiff(s)	Defendants	Settlement Classes	Common Issues	Class Periods
				Corporation, Denso International America Inc., Denso Manufacturing Canada, Inc., Denso Sales Canada, Inc., Mitsubishi Electric Corporation, Mitsubishi Electric Automotive America, Inc., Mitsubishi Electric Sales Canada Inc., Koito Manufacturing Co. Ltd., North American Lighting, Inc., and Ichikoh Industries, Ltd.	Automotive Vehicle containing a High Intensity Discharge Ballast, and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing a High Intensity Discharge Ballast. Excluded Persons are excluded from the Ontario High Intensity Discharge Ballasts Settlement Class.	any, did Settlement Class Members suffer?	
Ontario Superior Court of Justice Court File No. CV-14-506686-00CP	Ignition Coils	Siskinds LLP and Sotos LLP	Sheridan Chevrolet Cadillac Ltd., The Pickering Auto Mall Ltd., and Fady Samaha	Diamond Electric MFG Co. Ltd., Diamond Electric MFG Corporation, Denso Corporation, Denso International America, Inc., Denso Manufacturing Canada, Inc., Denso Sales Products and Services Americas, Inc. (f/k/a Denso Sales California, Inc.), Denso International Korea Corporation, Mitsubishi Electric Corporation, Mitsubishi Electric Automotive America, Inc., Mitsubishi Electric Sales Canada Inc. and Toyo Denso Co., Ltd.	All Persons in Canada who, during the Class Period, (a) purchased, directly or indirectly, an Ignition Coil; and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing an Ignition Coil; and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing an Ignition Coil. Excluded Persons and Persons who are included in the Quebec Ignition Coils Settlement Class and the BC Ignition Coils Settlement Class are excluded from the Ontario Ignition Coils Settlement Class.	Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Ignition Coils in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?	January 1, 2000 to March 20, 2017
Ontario	Instrument Panel	Siskinds LLP	Sheridan	Nippon Seiki Co., Ltd.,	All Persons in Canada who,	Did the Settling Defendants, or	January 1, 1998 to December 9,

Court and File No.	Part	Plaintiffs' Counsel	Plaintiff(s)	Defendants	Settlement Classes	Common Issues	Class Periods
Superior Court of Justice Court File No. CV-12-449238-00CP	Clusters	and Sotos LLP	Chevrolet Cadillac Ltd., The Pickering Auto Mall Ltd., and Fady Samaha	N.S. International, Ltd., New Sabina Industries, Inc., Calsonic Kansei Corporation, Calsonic Kansei North America, Inc., Continental AG, Continental Automotive Systems Inc., Continental Tire Canada, Inc. (formerly known as Continental Automotive Canada, Inc.), Denso Corporation, Denso International America, Inc., Denso Manufacturing Canada, Inc., Denso Sales Canada, Inc., Continental Automotive Electronics LLC, and Continental Automotive Korea Ltd.	during the Class Period, (a) purchased, directly or indirectly, an Instrument Panel Cluster; and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing an Instrument Panel Cluster; and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing an Instrument Panel Cluster. Excluded Persons and Persons who are included in the Quebec Instrument Panel Clusters Settlement Class and the BC Instrument Panel Clusters Settlement Class are excluded from the Ontario Instrument Panel Clusters Settlement Class.	any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Instrument Panel Clusters in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?	2015
Ontario Superior Court of Justice Court File No. CV-15-524183-00CP	Inverters	Siskinds LLP and Sotos LLP	Sheridan Chevrolet Cadillac Ltd. and The Pickering Auto Mall Ltd.	Denso Corporation, Denso International America Inc., Denso Manufacturing Canada, Inc., Denso Sales Canada, Inc., Hitachi, Ltd., Hitachi Automotive Systems, Ltd., Hitachi Americas, Inc., Hitachi Metals America, Inc., Robert Bosch GmbH, Robert Bosch Inc., Robert Bosch LLC, Continental AG, Continental	All Persons in Canada who, during the Class Period, (a) purchased, directly or indirectly, an Inverter, and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing an Inverter; and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing an Inverter. Excluded Persons and Persons who are included in	Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Inverters in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?	January 1, 2000 to March 20, 2017

Court and File No.	Part	Plaintiffs' Counsel	Plaintiff(s)	Defendants	Settlement Classes	Common Issues	Class Periods
				Automotive Systems US, Inc., Continental Tire Canada, Inc. (formerly known as Continental Automotive Canada, Inc.), Mitsubishi Electric Corporation and Mitsubishi Electric Automotive America, Inc.	the Quebec Inverters Settlement Class are excluded from the Ontario Inverters Settlement Class.		
Ontario Superior Court of Justice Court File No. CV-15-524184CP	Motor Generators	Siskinds LLP and Sotos LLP	Sheridan Chevrolet Cadillac Ltd., and The Pickering Auto Mall Ltd.	Denso Corporation, Denso International America Inc., Denso Manufacturing Canada, Inc., Denso Sales Canada, Inc., Hitachi, Ltd., Hitachi Automotive Systems, Ltd., Hitachi Automotive Systems Americas, Inc., Hitachi Metals America, Inc., Robert Bosch GmbH, Robert Bosch Inc., Robert Bosch LLC, Continental AG, Continental Automotive Systems US, Inc. and Continental Tire Canada, Inc. (formerly known as Continental Automotive Canada, Inc.)	All Persons in Canada who, during the Class Period, (a) purchased, directly or indirectly, a Motor Generator; and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing a Motor Generator; and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing a Motor Generator. Excluded Persons and Persons who are included in the Quebec Motor Generators Settlement Class are excluded from the Ontario Motor Generators Settlement Class.	Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Motor Generators in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?	January 1, 2000 to March 20, 2017
Ontario Superior Court of Justice Court File No. CV-14-516006-00CP	Oxygen Sensors	Siskinds LLP and Sotos LLP	Sheridan Chevrolet Cadillac Ltd., The Pickering Auto Mall Ltd., and Fady Samaha	Denso Corporation, Denso International America Inc., Denso Manufacturing Canada, Inc., Denso Sales Canada, Inc., Denso Products and Services	All Persons in Canada who, during the Class Period, (a) purchased, directly or indirectly, an Oxygen Sensor; and/or (b) purchased or leased, directly or indirectly,	Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Oxygen Sensors in Canada and/or elsewhere during the Class Period? If so, what	January 1, 2000 to August 13, 2018

Court and File No.	Part	Plaintiffs' Counsel	Plaintiff(s)	Defendants	Settlement Classes	Common Issues	Class Periods
				Americas, Inc. (f/k/a Denso Sales California, Inc.), Denso Automotive Deutschland GmbH, NGK Spark Plug Co. Ltd., NGK Oxygen Sensors (U.S.A.), Inc., NGK Oxygen Sensors Canada Limited, NGK Spark Plugs (U.S.A.), Inc., NGK Spark Plugs Canada Limited, NTK Technologies, Inc., Robert Bosch GmbH, Robert Bosch Inc., and Robert Bosch LLC	a new or used Automotive Vehicle containing an Oxygen Sensor; and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing an Oxygen Sensor. Excluded Persons and Persons who are included in the Quebec Oxygen Sensors Settlement Class and the BC Oxygen Sensors Settlement Class are excluded from the Ontario Oxygen Sensors Settlement Class.	damages, if any, did Settlement Class Members suffer?	
Ontario Superior Court of Justice Court File No. CV-14-506679-00	Power Window Motors	Siskinds LLP and Sotos LLP	Sheridan Chevrolet Cadillac Ltd., The Pickering Auto Mall Ltd., and Fady Samaha	Denso Corporation, Denso International America, Inc., Denso Manufacturing Canada, Inc., Denso Sales Canada, Inc., Denso International Korea Corporation, ASMO North Carolina, Inc., Mitsuba Corporation, and American Mitsuba Corporation	All Persons in Canada who, during the Class Period, (a) purchased, directly or indirectly, a Power Window Motor; and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing a Power Window Motor; and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing a Power Window Motor. Excluded Persons are excluded from the Ontario Power Window Motors Settlement Class.	Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Power Window Motors in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?	January 1, 2000 to April 2, 2019
Ontario Superior Court of Justice Court	Radiators	Siskinds LLP and Sotos LLP	Sheridan Chevrolet Cadillac Ltd.,	Denso Corporation, Denso International America Inc., Denso Manufacturing	All Persons in Canada who, during the Class Period, (a) purchased, directly or	Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the	June 1, 2000 to August 30, 2017

Court and File No.	Part	Plaintiffs' Counsel	Plaintiff(s)	Defendants	Settlement Classes	Common Issues	Class Periods
File No. CV-13-478182-00CP			Pickering Auto Mall Ltd., and Fady Samaha	Canada, Inc., Denso Sales Canada, Inc., Calsonic Kansei Corporation, Calsonic Kansei North America, Inc., T. Rad Co., Ltd. and T. Rad North America Inc.	indirectly, a Radiator; and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing a Radiator; and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing a Radiator. Excluded Persons and Persons who are included in the Quebec Radiators Settlement Class and the BC Radiators Settlement Class are excluded from the Ontario Radiators Settlement Class.	prices of Radiators in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?	
Ontario Superior Court of Justice Court File No. CV-14-516004-00CP	Spark Plugs	Siskinds LLP and Sotos LLP	Sheridan Chevrolet Cadillac Ltd., The Pickering Auto Mall Ltd., and Fady Samaha	Denso Corporation, Denso International America Inc., Denso Manufacturing Canada, Inc., Denso Sales Canada, Inc., Denso Products and Services Americas, Inc. (f/k/a Denso Sales California, Inc.), Denso Automotive Deutschland GmbH, NGK Spark Plug Co. Ltd., NGK Spark Plugs (U.S.A.), Inc., NGK Spark Plugs Canada Limited, Robert Bosch GmbH, Robert Bosch Inc., and Robert Bosch LLC	All Persons in Canada who, during the Class Period, (a) purchased, directly or indirectly, a Spark Plug; and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing a Spark Plug; and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing a Spark Plug. Excluded Persons and Persons who are included in the Quebec Spark Plugs Settlement Class and the BC Spark Plugs Settlement Class are excluded from the Ontario Spark Plugs Settlement Class.	Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Spark Plugs in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?	January 1, 2000 to August 13, 2018

Court and File No.	Part	Plaintiffs' Counsel	Plaintiff(s)	Defendants	Settlement Classes	Common Issues	Class Periods
Ontario Superior Court of Justice Court File No. CV-13-478127-00CP	Starters	Siskinds LLP and Sotos LLP	Sheridan Chevrolet Cadillac Ltd., The Pickering Auto Mall Ltd., and Fady Samaha	Denso Corporation, Denso International America Inc., Denso Manufacturing Canada, Inc., Denso Sales Canada, Inc., Mitsubishi Electric Corporation, Mitsubishi Electric Automotive America, Inc., Mitsubishi Electric Sales Canada Inc., Hitachi, Ltd., Hitachi Automotive Systems, Ltd., Hitachi Automotive Systems Americas, Inc., Mitsubishi Corporation, American Motors Corporation, Robert Bosch GmbH, Robert Bosch LLC, Bosch Electrical Drives Co., Ltd., and Robert Bosch Inc.	All Persons in Canada who, during the Class Period, (a) purchased, directly or indirectly, a Starter; and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing a Starter. Excluded Persons and Persons who are included in the Quebec Starters Settlement Class and the BC Starters Settlement Class are excluded from the Ontario Starters Settlement Class.	Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Starters in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?	January 1, 2000 to March 20, 2017
Ontario Superior Court of Justice Court File No. CV-14-506670-00CP	Valve Timing Control Devices	Siskinds LLP and Sotos LLP	Sheridan Chevrolet Cadillac Ltd., The Pickering Auto Mall Ltd., and Fady Samaha	Hitachi, Ltd., Hitachi Automotive Systems, Ltd., Hitachi Automotive Systems Americas, Inc., Denso Corporation, Denso International America Inc., Denso Manufacturing Canada, Inc., Denso Sales Canada, Inc., Mitsubishi Electric Corporation, Mitsubishi Electric Automotive America, Inc., and Mitsubishi Electric Sales Canada Inc.	All Persons in Canada who, during the Class Period, (a) purchased, directly or indirectly, a Valve Timing Control Device; and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing a Valve Timing Control Device; and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing a Valve Timing Control Device. Excluded Persons and Persons who are included in the Quebec Valve	Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Valve Timing Control Devices in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?	January 1, 2000 to March 20, 2017

Court and File No.	Part	Plaintiffs' Counsel	Plaintiff(s)	Defendants	Settlement Classes	Common Issues	Class Periods
Ontario Superior Court of Justice Court File No. CV-14-506669-00CP	Windshield Washer Systems	Siskinds LLP and Sotos LLP	Sheridan Chevrolet Cadillac Ltd., Pickering Auto Mall Ltd., and Fady Samaha	Denso Corporation, Denso International America Inc., Denso Manufacturing Canada, Inc., Denso Sales Canada, Inc., ASMO Co., Ltd., ASMO Manufacturing, Inc., Mitsubishi Corporation and American Mitsuba Corporation	Timing Control Devices Settlement Class are excluded from the Ontario Valve Timing Control Devices Settlement Class.	Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Windshield Washer Systems in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?	January 1, 2000 to April 2, 2019
Ontario Superior Court of Justice Court File No. CV-13-478180-00CP	Windshield Wiper Systems	Siskinds LLP and Sotos LLP	Sheridan Chevrolet Cadillac Ltd., The Pickering Auto Mall Ltd., and Fady Samaha	Denso Corporation, Denso International America Inc., Denso Manufacturing Canada, Inc., Denso Sales Canada, Inc., Denso International Korea Corporation, Denso Korea Automotive Corporation, Korea Wiper Blade Co., Ltd., ASMO Co., Ltd., ASMO North America, LLC, Mitsuba	All Persons in Canada who, during the Class Period, (a) purchased, directly or indirectly, a Windshield Wiper System; and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing a Windshield Washer System; and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing a Windshield Washer System. Excluded Persons are excluded from the Ontario Windshield Washer Systems Settlement Class.	Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Windshield Wiper Systems in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?	January 1, 2000 to August 13, 2018

Court and File No.	Part	Plaintiffs' Counsel	Plaintiff(s)	Defendants	Settlement Classes	Common Issues	Class Periods
				Corporation, American Mitsuba Corporation, ASMO Greenville of North Carolina, Inc., Robert Bosch GmbH, RBKB Bosch Electrical Drives Co., Ltd., Robert Bosch LLC and Robert Bosch Inc.	Automotive Vehicle containing a Windshield Wiper System. Excluded Persons and Persons who are included in the Quebec Windshield Wiper Systems Settlement Class and the BC Windshield Wiper Systems Settlement Class are excluded from the Ontario Windshield Wiper Systems Settlement Class.		
B.C. Actions							
British Columbia Supreme Court File No. S-137598 (Vancouver Registry)	Air Conditioning Systems	Camp Fiorante Mathews Mogerman	Darren Ewert	Denso Corp., Denso International America, Inc., Techna Corporation, Denso Manufacturing Canada, Inc., Denso Sales Canada, Inc., TD Automotive Compressor Georgia LLC, Mitsubishi Heavy Industries, Ltd., MHI Energy & Services Co., Ltd., Shimryo Corporation, Mitsubishi Heavy Industries Automotive Thermal Systems Co., Ltd., Valeo SA, Valeo Japan Co. Ltd., Valeo Inc., Calsonic Kansei Corporation, Calsonic Kansei North America, Inc., MAHLE Behr GmbH & Co. KG, MAHLE Behr USA Inc.	All Persons in British Columbia who, during the Class Period, (a) purchased, directly or indirectly, an Air Conditioning System; and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing an Air Conditioning System; and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing an Air Conditioning System. Excluded Persons and Persons who are included in the Ontario Air Conditioning Systems Settlement Class are excluded from the BC Air Conditioning Systems Settlement Class.	Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Air Conditioning Systems in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?	January 1, 2001 to the date of the order certifying the Ontario Air Conditioning Systems Action against the relevant Settling Defendants for settlement purposes.

Court and File No.	Part	Plaintiffs' Counsel	Plaintiff(s)	Defendants	Settlement Classes	Common Issues	Class Periods
British Columbia Supreme Court File No. S-135608 (Vancouver Registry)	Alternators	Camp Fiorante Mathews Mogerman	Darren Ewert	<i>fka</i> Behr America Inc. Denso Corporation, Denso International America Inc., Denso Manufacturing Canada, Inc., Denso Sales Canada, Inc., Mitsubishi Electric Corporation, Mitsubishi Electric US, Inc., Mitsubishi Electric Automotive America, Inc., Mitsubishi Electric Sales Canada Inc., Hitachi, Ltd., Hitachi Automotive Systems, Ltd. and Hitachi Automotive Systems Americas, Inc.	All Persons in British Columbia who, during the Class Period, (a) purchased, directly or indirectly, an Alternator; and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing an Alternator; and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing an Alternator. Excluded Persons and Persons who are included in the Quebec Alternators Settlement Class and the Ontario Alternators Settlement Class are excluded from the BC Alternators Settlement Class.	Did the Settling Defendants, or any of them, conspire to fix, raise, and/maintain, and/or stabilize the prices of Alternators in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?	January 1, 2000 to March 20, 2017
British Columbia Supreme Court File No. S-192096 (Vancouver Registry)	Automotive Exhaust Systems	Camp Fiorante Mathews Mogerman	Darren Ewert	Bosal International NV, Bosal Nederland B.V., Bosal Industries-Georgia, Inc., o/a Bosal International North America, Bosal USA, Inc., Friedrich Boysen GmbH & Co. KG, Boysen USA, LLC, Denso Corporation, Denso International Korea Corporation, Denso Korea Automotive Corporation, Denso International America, Inc., Denso	All Persons in British Columbia who, during the Class Period, (a) purchased, directly or indirectly, an Automotive Exhaust System; and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing an Automotive Exhaust System; and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing an Automotive	Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Automotive Exhaust Systems in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?	January 1, 2002 to the date of the order certifying the Ontario Automotive Exhaust Systems Action against the relevant Settling Defendants for settlement purposes.

Court and File No.	Part	Plaintiffs' Counsel	Plaintiff(s)	Defendants	Settlement Classes	Common Issues	Class Periods
				<p>Manufacturing Canada, Inc., Denso Sales Canada, Inc., Eberspächer Gruppe GmbH & Co. KG, Eberspächer Exhaust Technology GmbH & Co. KG, Eberspächer North America, Inc. Espar Products Inc., Faurecia SA, Faurecia Emissions Control Technologies Canada, Ltd., Faurecia Emissions Control Technologies, USA, LLC, Faurecia Exhaust Systems, Inc., Faurecia USA Holdings, Inc., Faurecia Abgastechnik GmbH, Faurecia Systèmes D'Echappement, Meritor, Inc., NGK Spark Plug Co., Ltd., Wootin Industry Co., Ltd., NGK Spark Plugs (U.S.A.), Inc., NGK Spark Plugs Canada Limited, Tenneco Inc., Tenneco GmbH, Tenneco Automotive Operating Company Inc., and Tenneco Canada Inc.</p>	<p>Exhaust System. Excluded Persons and Persons who are included in the Ontario Automotive Exhaust Systems Settlement Class are excluded from the BC Automotive Exhaust Systems Settlement Class.</p>		
<p>British Columbia Supreme Court File No. S-135670 (Vancouver Registry)</p>	<p>Electronic Control Units</p>	<p>Camp Fiorante Mathews Mogerman</p>	<p>Darren Ewert</p>	<p>Continental AG, Continental Automotive Systems US, Inc., Continental Tire Canada, Inc. (fka Continental Automotive Canada Inc.), Denso Corporation, Denso</p>	<p>All Persons in British Columbia who, during the Class Period, (a) purchased, directly or indirectly, an Electronic Control Unit; and/or (b) purchased or leased, directly or indirectly,</p>	<p>Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Electronic Control Units in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did</p>	<p>January 1, 1999 to November 2, 2016</p>

Court and File No.	Part	Plaintiffs' Counsel	Plaintiff(s)	Defendants	Settlement Classes	Common Issues	Class Periods
				International America Inc., Denso Manufacturing Canada, Inc., Denso Sales Canada, Inc., and Valeo, Inc.	a new or used Automotive Vehicle containing an Electronic Control Unit, and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing an Electronic Control Unit. Excluded Persons and Persons who are included in the Quebec Electronic Control Units Settlement Class and the Ontario Electronic Control Units Settlement Class are excluded from the BC Electronic Control Units Settlement Class.	Settlement Class Members suffer?	
British Columbia Supreme Court File No. S-149988 (Vancouver Registry)	Fuel Injection Systems	Camp Fiorante Matthews Mogerman	Darren Ewert	Hitachi, Ltd., Hitachi Automotive Systems, Ltd., Hitachi Automotive Systems Americas, Inc., Denso Corporation, Denso International America, Inc., Denso Sales Canada, Inc., Denso Manufacturing Canada, Inc., Mitsubishi Electric Corporation, Mitsubishi Electric Automotive America, Inc., Mitsubishi Electric Sales Canada Inc., Aisan Industry Co. Ltd., Franklin Precision Industry, Inc., Aisan Corporation of America, Mitsuba Corporation and American Mitsuba Corporation	All Persons in British Columbia who, during the Class Period, (a) purchased, directly or indirectly, a Fuel Injection System; and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing an a Fuel Injection System; and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing a Fuel Injection System. Excluded Persons and Persons who are included in the Quebec Fuel Injection Systems Settlement Class and the Ontario Fuel Injection Systems Settlement Class are excluded from the BC Fuel	Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Fuel Injection Systems in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?	January 1, 2000 to March 20, 2017

Court and File No.	Part	Plaintiffs' Counsel	Plaintiff(s)	Defendants	Settlement Classes	Common Issues	Class Periods
British Columbia Supreme Court File No. S-132960 (Vancouver Registry)	Fuel Senders	Camp Fiorante Matthews Mogerman	Darren Ewert	Yazaki Corporation, Yazaki North America, Inc., Nippon Seiki Co., Ltd., N.S. International, Ltd., New Sabina Industries, Inc., Denso Corporation, Denso International America Inc., Denso Manufacturing Canada, Inc., Denso Sales Canada, Inc., Spectra Premium Industries Inc.	Injection Systems Settlement Class. All Persons in British Columbia who, during the Class Period, (a) purchased, directly or indirectly, a Fuel Sender; and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing a Fuel Sender; and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing a Fuel Sender. Excluded Persons and Persons who are included in the Quebec Fuel Senders Settlement Class and the Ontario Fuel Senders Settlement Class are excluded from the BC Fuel Senders Settlement Class.	Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Fuel Senders in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?	January 1, 1999 to December 9, 2015
British Columbia Supreme Court File No. S-132957 (Vancouver Registry)	Heater Control Panels	Camp Fiorante Matthews Mogerman	Darren Ewert	Denso Corp., Denso International America, Inc., Denso Manufacturing Canada, Inc., Denso Sales Canada, Inc., Tokai Rika Co., Ltd., TRAM, Inc., TRMI, Inc., TRIN, Inc., Calsonic Kansei Corporation, Calsonic Kansei North America, Inc., Sumitomo Electric Industries Ltd., Sumitomo Wiring Systems Ltd.,	All Persons in British Columbia who, during the Class Period, (a) purchased, directly or indirectly, a Heater Control Panel; and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing a Heater Control Panel; and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing a Heater Control	Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Heater Control Panels in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?	January 1, 2000 to November 2, 2016

Court and File No.	Part	Plaintiffs' Counsel	Plaintiff(s)	Defendants	Settlement Classes	Common Issues	Class Periods
British Columbia Supreme Court File No. S-137442 (Vancouver Registry)	Ignition Coils	Camp Fiorante Matthews Mogerman	Daren Ewert	Sumitomo Electric Wiring Systems Inc., Sumitomo Electric Wintec America, Inc., Sumitomo Wiring Systems (U.S.A.) Inc., K&S Wiring Systems, Ltd., Alps Electric Co., America), Inc., Alps Automotive Inc. Diamond Electric Mfg. Co. Ltd., Diamond Electric Mfg. Corp., Denso Corporation, Denso International America Inc., Denso Manufacturing Canada, Inc., Denso Sales Canada, Inc., Mitsubishi Electric Corporation, Mitsubishi Electric US, Inc., Mitsubishi Electric Automotive America, Inc., Mitsubishi Electric Sales Canada Inc., Hitachi, Ltd., Hitachi Automotive Systems Ltd., Hitachi Americas, Inc., Valeo, Inc., Robert Bosch GmbH, Robert Bosch LLC, Robert Bosch Inc., Yamaguchi Electric Inc. Co., Ltd., BorgWarner BERU Systems GmbH, BorgWarner Inc.	Panel. Excluded Persons and Persons who are included in the Quebec Heater Control Panels Settlement Class and the Ontario Heater Control Panels Settlement Class are excluded from the BC Heater Control Panels Settlement Class. All Persons in British Columbia who, during the Class Period, (a) purchased, directly or indirectly, an Ignition Coil; and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing an Ignition Coil; and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing an Ignition Coil. Excluded Persons and Persons who are included in the Quebec Ignition Coils Settlement Class and the Ontario Ignition Coils Settlement Class are excluded from the BC Ignition Coils Settlement Class.	Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Ignition Coils in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?	January 1, 2000 to March 20, 2017
British	Instrument Panel	Camp Fiorante	Darren Ewert	Denso Corporation, Denso	All Persons in British	Did the Settling Defendants, or	January 1, 1998 to December 9,

Court and File No.	Part	Plaintiffs' Counsel	Plaintiff(s)	Defendants	Settlement Classes	Common Issues	Class Periods
Columbia Supreme Court File No. S-132961 (Vancouver Registry)	Clusters	Mathews Mogerman		International America, Inc., Denso Manufacturing Canada, Inc., Denso Sales Canada, Inc., Yazaki Corporation, Yazaki North America, Inc., Nippon Seiki Co., Ltd., N.S. International, Ltd., New Sabina Industries, Inc., Calsonic Kansei Corporation, Calsonic Kansei North America, Inc., Continental AG, Continental Automotive Systems US, Inc., Faurecia SA, Faurecia Automotive Holdings SAS, Faurecia USA Holdings Inc., Johnson Controls, Inc.	Columbia who, during the Class Period, (a) purchased, directly or indirectly, an Instrument Panel Cluster; and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing an Instrument Panel Cluster; Excluded Persons and Persons who are included in the Quebec Instrument Panel Clusters Settlement Class and the Ontario Instrument Panel Clusters Settlement Class are excluded from the BC Instrument Panel Clusters Settlement Class.	any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Instrument Panel Clusters in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?	2015
British Columbia Supreme Court File No. S-155643 (Vancouver Registry)	Oxygen Sensors	Klein Lawyers LLP	Ryan Kett and Erik Oun	NGK Spark Plug Co., Ltd., NGK Spark Plugs Canada Limited, NGK Spark Plugs (U.S.A.), Inc., NTK Technologies, Inc., Denso Corporation, Denso Manufacturing Canada, Inc., Denso Sales Canada, Inc., Denso International America, Inc., Robert Bosch GmbH, Robert Bosch Inc., and Robert Bosch LLC	All Persons in British Columbia who, during the Class Period, (a) purchased, directly or indirectly, an Oxygen Sensor; and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing an Oxygen Sensor; and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing an Oxygen Sensor. Excluded Persons	Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Oxygen Sensors in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?	January 1, 2000 to August 13, 2018

Court and File No.	Part	Plaintiffs' Counsel	Plaintiff(s)	Defendants	Settlement Classes	Common Issues	Class Periods
British Columbia Supreme Court File No. S-135610 (Vancouver Registry)	Radiators	Camp Fiorante Mathews Mogerman	Darren Ewert	Denso Corporation, Denso International America Inc., Denso Manufacturing Canada, Inc., Denso Sales Canada, Inc., Calsonic Kansei Corporation, Calsonic Kansei North America, Inc., T. Rad Co., Ltd., and T. Rad North America Inc.	and Persons who are included in the Quebec Oxygen Sensors Settlement Class and the Ontario Oxygen Sensors Settlement Class are excluded from the BC Oxygen Sensors Settlement Class.	Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Radiators in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?	June 1, 2000 to August 30, 2017
British Columbia Supreme Court File No. S-155643 (Vancouver Registry)	Spark Plugs	Klein Lawyers LLP	Ryan Kett and Erik Oun	NGK Spark Plug Co., Ltd., NGK Spark Plugs Canada Limited, NGK Spark Plugs (U.S.A.), Inc., NTK Technologies, Inc., Denso Corporation, Denso Manufacturing Canada,	All Persons in British Columbia who, during the Class Period, (a) purchased, directly or indirectly, a Spark Plug; and/or (b) purchased or leased, directly or indirectly, a new or used Automotive	Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Spark Plugs in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class	January 1, 2000 to August 13, 2018

Court and File No.	Part	Plaintiffs' Counsel	Plaintiff(s)	Defendants	Settlement Classes	Common Issues	Class Periods
				Inc., Denso Sales Canada, Inc., Denso International America, Inc., Robert Bosch GmbH, Robert Bosch Inc., and Robert Bosch LLC	Vehicle containing a Spark Plug; and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing a Spark Plug. Excluded Persons and Persons who are included in the Quebec Spark Plugs Settlement Class and the Ontario Spark Plugs Settlement Class are excluded from the BC Spark Plugs Settlement Class.	Members suffer?	
British Columbia Supreme Court File No. S-135611 (Vancouver Registry)	Starters	Camp Fiorante Matthews Mogerman	Darren Ewert	Denso Corporation, Denso International America Inc., Denso Manufacturing Canada, Inc., Denso Sales Canada, Inc., Mitsubishi Electric Corporation, Mitsubishi Electric US, Inc., Mitsubishi Electric Automotive America, Inc., Mitsubishi Electric Sales Canada Inc., Hitachi, Ltd., Hitachi Automotive Systems, Ltd., Hitachi Americas, Inc., Mitsuba Corporation, American Mitsuba Corporation, Robert Bosch GmbH, Robert Bosch Inc., and Robert Bosch LLC	All Persons in British Columbia who, during the Class Period, (a) purchased, directly or indirectly, a Starter; and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing a Starter; and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing a Starter. Excluded Persons and Persons who are included in the Quebec Starters Settlement Class and the Ontario Starters Settlement Class are excluded from the BC Starters Settlement Class.	Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Starters in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?	January 1, 2000 to March 20, 2017
British Columbia Supreme Court	Windshield Wiper Systems	Camp Fiorante Matthews Mogerman	Darren Ewert	Denso Corporation, Denso International America Inc., Denso Manufacturing	All Persons in British Columbia who, during the Class Period, (a) purchased,	Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the	January 1, 2000 to August 13, 2018

Court and File No.	Part	Plaintiffs' Counsel	Plaintiff(s)	Defendants	Settlement Classes	Common Issues	Class Periods
File No. S-135607 (Vancouver Registry)				Canada, Inc., Denso Sales Canada, Inc., ASMO Co., Ltd., ASMO North America, LLC, Mitsubishi Corporation, American Mitsubishi Corporation, Robert Bosch GmbH, Robert Bosch Inc., Robert Bosch LLC and RBKB Bosch Electrical Drives Co., Ltd.	directly or indirectly, a Windshield Wiper System; and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing a Windshield Wiper System; and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing a Windshield Wiper System. Excluded Persons and Persons who are included in the Ontario Windshield Wiper Systems Settlement Class and the Quebec Windshield Wiper Systems Settlement Class are excluded from the BC Windshield Wipers Settlement Class.	prices of Windshield Wiper Systems in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?	
Quebec Actions							
Superior Court of Quebec (district of Québec), File No. 200-06-000201-163	Air Flow Meters	Siskinds, Desmeules	Serge Asselin	Hitachi, Ltd., Hitachi Automotive Systems, Ltd., Hitachi Automotive Systems Americas, Inc., Denso Corporation, Denso International America, Inc., Denso Manufacturing Canada, Inc., and Denso Sales Canada, Inc.	All Persons in Quebec who, during the Class Period, (a) purchased, directly or indirectly, an Air Flow Meter; and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing an Air Flow Meter; and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing an Air Flow Meter. Excluded Persons and	Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Air Flow Meters in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?	January 1, 2000 to March 20, 2017

Court and File No.	Part	Plaintiffs' Counsel	Plaintiff(s)	Defendants	Settlement Classes	Common Issues	Class Periods
Superior Court of Quebec (district of Québec), File No. 200-06-000162-134	Alternators	Siskinds, Desmeules	Serge Asselin	Denso Corporation, Denso International America, Inc., Denso Manufacturing Canada, Inc., Denso Sales Canada, Inc., Mitsubishi Electric Corporation, Mitsubishi Electric Automotive America, Inc., Mitsubishi Electric Sales Canada, Inc., Hitachi, Ltd., Hitachi Automotive Systems, Ltd., and Hitachi Automotive Systems Americas, Inc.	Persons who are included in the Ontario Air Flow Meters Settlement Class are excluded from the Quebec Air Flow Meters Settlement Class. All Persons in Quebec who, during the Class Period, (a) purchased, directly or indirectly, an Alternator; and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing an Alternator; and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing an Alternator. Excluded Persons and Persons who are included in the BC Alternators Settlement Class and the Ontario Alternators Settlement Class are excluded from the Quebec Alternators Settlement Class.	Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Alternators in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?	January 1, 2000 to March 20, 2017
Superior Court of Quebec (district of Québec), File No. 200-06-000143-126	Electronic Control Units	Siskinds, Desmeules	Gaëtan Roy	Denso Corporation, Denso International America, Inc., Denso Manufacturing Canada, Inc., Denso Sales Canada, Inc., Mitsubishi Electric Corporation, Mitsubishi Electric Automotive America, Inc., Mitsubishi Electric Sales	All Persons in Quebec who, during the Class Period, (a) purchased, directly or indirectly, an Electronic Control Unit; and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing an Electronic	Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Electronic Control Units in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?	January 1, 1999 to November 2, 2016

Court and File No.	Part	Plaintiffs' Counsel	Plaintiff(s)	Defendants	Settlement Classes	Common Issues	Class Periods
				Canada, Inc., Hitachi, Ltd., Hitachi Automotive Systems Americas, Inc., Yazaki Corporation, Yazaki North America, Inc., Sumitomo Electric Industries, Ltd., Sumitomo Wiring Systems (U.S.A.), Inc. and Sews Canada, Ltd.	Control Unit, and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing an Electronic Control Unit. Excluded Persons and Persons who are included in the BC Electronic Control Units Settlement Class and the Ontario Electronic Control Units Settlement Class are excluded from the Quebec Electronic Control Units Settlement Class.		
Superior Court of Quebec (district of Québec), File No. 200-06-000199-169	Electronic Throttle Bodies	Siskinds, Desmeules	Serge Asselin	Hitachi, Ltd., Hitachi Automotive Systems, Ltd., Hitachi Automotive Systems Americas, Inc., Denso Corporation, Denso International America, Inc., Denso Manufacturing Canada, Inc., Denso Sales Canada, Inc., Mitsubishi Electric Corporation, Mitsubishi Electric Automotive America, Inc., Mitsubishi Electric Sales Canada, Inc., Aisan Industry Co. Ltd., Franklin Precision Industry, Inc., Aisan Corporation of America, Mitsuba Corporation and American Mitsuba Corporation	All Persons in Quebec who, during the Class Period, (a) purchased, directly or indirectly, an Electronic Throttle Body, and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing an Electronic Throttle Body, and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing an Electronic Throttle Body. Excluded Persons and Persons who are included in the Ontario Electronic Throttle Bodies Settlement Class are excluded from the Quebec Electronic Throttle Bodies Settlement Class.	Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Electronic Throttle Bodies in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?	January 1, 2000 to March 20, 2017

Court and File No.	Part	Plaintiffs' Counsel	Plaintiff(s)	Defendants	Settlement Classes	Common Issues	Class Periods
Superior Court of Quebec (district of Québec), File No. 200-06-000180-144	Fuel Injection Systems	Siskinds, Desmeules	Serge Asselin and Jean-Paul Martin	<p>Hitachi, Ltd., Hitachi Automotive Systems, Ltd., Hitachi Automotive Systems Americas, Inc., Denso Corporation, Denso International Korea Corporation, Denso Korea Automotive Corporation, Denso International America, Inc., Denso Manufacturing Canada, Inc., Denso Sales Canada, Inc., Mitsubishi Electric Corporation, Mitsubishi Electric Automotive America, Inc., Mitsubishi Electric Sales Canada, Inc., Aisan Industry Co. Ltd., Hyundai Industrial Co., Ltd., Franklin Precision Industry, Inc., Aisan Corporation of America, Mitsuba Corporation, American Mitsuba Corporation, Keihin Corporation, Keihin North America, Inc., Maruyasu Industries Co., Ltd., Mikuni Corporation, Mikuni American Corporation, Robert Bosch GmbH, RBKB Bosch Electrical Drives Co. Ltd., Robert Bosch LLC and Robert Bosch, Inc.</p>	<p>All Persons in Quebec who, during the Class Period, (a) purchased, directly or indirectly, a Fuel Injection System; and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing a Fuel Injection System; and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing a Fuel Injection System. Excluded Persons and Persons who are included in the BC Fuel Injection Systems Settlement Class and the Ontario Fuel Injection Systems Settlement Class are excluded from the Quebec Fuel Injection Systems Settlement Class.</p>	<p>Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Fuel Injection Systems in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?</p>	<p>January 1, 2000 to March 20, 2017</p>

Court and File No.	Part	Plaintiffs' Counsel	Plaintiff(s)	Defendants	Settlement Classes	Common Issues	Class Periods
Superior Court of Quebec (district of Québec), File No. 200-06-000146-129	Fuel Senders	Siskinds, Desmeules	Serge Asselin	Yazaki Corporation, Yazaki North America Inc., Denso Corporation, Denso International America Inc., Denso Manufacturing Canada Inc., and Denso Sales Canada Inc.	All Persons in Quebec who, during the Class Period, (a) purchased, directly or indirectly, a Fuel Sender; and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing a Fuel Sender, and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing a Fuel Sender. Excluded Persons and Persons who are included in the BC Fuel Senders Settlement Class and the Ontario Fuel Senders Settlement Class are excluded from the Quebec Fuel Senders Settlement Class.	Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Fuel Senders in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?	January 1, 1999 to December 9, 2015
Superior Court of Quebec (district of Québec), File No. 200-06-000144-124	Heater Control Panels	Siskinds, Desmeules	Gaëtan Roy	Denso Corporation, Denso International America, Inc., Denso Manufacturing Canada, Inc., Denso Sales Canada, Inc., Tokai Rika Co., Ltd., TRAM, Inc., TRMI, Inc., TRIN, Inc., Calsonic Kansei Corporation, Calsonic Kansei North America, Inc., Sumitomo Electric Industries, Ltd., Sumitomo Wiring Systems, Ltd., Sumitomo Electric Wiring Systems (U.S.A.), Inc., Alps Electric Co., Ltd.,	All Persons in Quebec who, during the Class Period, (a) purchased, directly or indirectly, a Heater Control Panel; and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing a Heater Control Panel, and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing a Heater Control Panel. Excluded Persons and Persons who are included in the BC Heater Control Panels	Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Heater Control Panels in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?	January 1, 2000 to November 2, 2016

Court and File No.	Part	Plaintiffs' Counsel	Plaintiff(s)	Defendants	Settlement Classes	Common Issues	Class Periods
				Alps Electric (North America), Inc., and Alps Automotive, Inc.	Settlement Class and the Ontario Heater Control Panels Settlement Class are excluded from the Quebec Heater Control Panels Settlement Class.		
Superior Court of Quebec (district of Québec), File No. 200-06-000200-165	Ignition Coils	Siskinds, Desmeules	Serge Asselin	Hitachi, Ltd., Hitachi Automotive Systems, Ltd., Hitachi Automotive Systems Americas, Inc., Denso Corporation, Denso International Korea Corporation, Denso Products and Services Americas, Inc., Denso International America, Inc., Denso Manufacturing Canada, Inc., Denso Sales Canada, Inc., Mitsubishi Electric Corporation, Mitsubishi Electric Automotive America, Inc., Mitsubishi Electric Sales Canada, Inc., Toyo Denso Co., Ltd., Diamond Electric MFG. Co., Ltd., and Diamond Electric MFG. Corporation	All Persons in Quebec who, during the Class Period, (a) purchased, directly or indirectly, an Ignition Coil; and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing an Ignition Coil; and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing an Ignition Coil. Excluded Persons and Persons who are included in the BC Ignition Coils Settlement Class and the Ontario Ignition Coils Settlement Class are excluded from the Quebec Ignition Coils Settlement Class.	Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Ignition Coils in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?	January 1, 2000 to March 20, 2017
Superior Court of Quebec (district of Québec), File No. 200-06-000145-121	Instrument Panel Clusters	Siskinds, Desmeules	Serge Asselin	Yazaki Corporation, Yazaki North America Inc., Nippon Seiki Co., Ltd., N.S. International Ltd., New Sabina Industries, Inc., Calsonic Kansei Corporation, Calsonic Kansei North	All Persons in Quebec who, during the Class Period, (a) purchased, directly or indirectly, an Instrument Panel Cluster; and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle	Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Instrument Panel Clusters in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class	January 1, 1998 to December 9, 2015

Court and File No.	Part	Plaintiffs' Counsel	Plaintiff(s)	Defendants	Settlement Classes	Common Issues	Class Periods
				America, Inc., Continental AG, Continental Automotive Systems US, Inc., Continental Tire Canada, Inc. (formerly known as Continental Automotive Canada, Inc.), Continental Automotive Electronics LLC, Continental Automotive Korea, Ltd., Denso Corporation, Denso International America Inc., Denso Manufacturing Canada Inc. and Denso Sales Canada Inc.	containing an Instrument Panel Cluster, and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing an Instrument Panel Cluster. Excluded Persons and Persons who are included in the BC Instrument Panel Clusters Settlement Class and the Ontario Instrument Panel Clusters Settlement Class are excluded from the Quebec Instrument Panel Clusters Settlement Class.	Members suffer?	
Superior Court of Quebec (district of Québec), File No. 200-06-000198-161	Inverters	Siskinds Desmeules	Serge Asselin	Hitachi, Ltd., Hitachi Automotive Systems, Ltd., Hitachi Automotive Systems Americas, Inc., Denso Corporation, Denso International America, Inc., Denso Manufacturing Canada, Inc., Denso Sales Canada, Inc., Mitsubishi Electric Corporation, Mitsubishi Electric Automotive America, Inc., Continental AG, Continental Automotive Systems US, Inc., Continental Tire Canada Inc. (formerly known as Continental Automotive Canada, Inc.), Robert Bosch GmbH, Robert Bosch LLC and Robert	All Persons in Quebec who, during the Class Period, (a) purchased, directly or indirectly, an Inverter, and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing an Inverter; and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing an Inverter. Excluded Persons and Persons who are included in the Ontario Inverters Settlement Class are excluded from the Quebec Inverters Settlement Class.	Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Inverters in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?	January 1, 2000 to March 20, 2017

Court and File No.	Part	Plaintiffs' Counsel	Plaintiff(s)	Defendants	Settlement Classes	Common Issues	Class Periods
Superior Court of Quebec (district of Québec), File No. 200-06-000202-161	Motor Generators	Siskinds, Desmeules	Serge Asselin	Bosch, Inc. Hitachi, Ltd., Hitachi Automotive Systems, Ltd., Hitachi Automotive Systems Americas, Inc., Denso Corporation, Denso International America, Inc., Denso Manufacturing Canada, Inc., Denso Sales Canada, Inc., Robert Bosch GmbH, Robert Bosch LLC and Robert Bosch, Inc., Continental AG, Continental Automotive Systems US, Inc., and Continental Tire Canada, Inc. (formerly known as Continental Automotive Canada, Inc.)	All Persons in Quebec who, during the Class Period, (a) purchased, directly or indirectly, a Motor Generator; and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing a Motor Generator; and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing a Motor Generator. Excluded Persons and Persons who are included in the Ontario Motor Generators Settlement Class are excluded from the Quebec Motor Generators Settlement Class.	Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Motor Generators in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?	January 1, 2000 to March 20, 2017
Superior Court of Quebec (district of Québec), File No. 200-06-000177-140	Oxygen Sensors	Siskinds, Desmeules	Serge Asselin	Denso Corporation, Denso International America, Inc., Denso Manufacturing Canada, Inc., Denso Sales Canada, Inc., NGK Spark Plug Co., Ltd., NGK Spark Plug (U.S.A.) Holding, Inc., NGK Spark Plug (U.S.A.), Inc., NGK Spark Plug Canada Limited, NGK Oxygen Sensors Canada Limited, NTK Technologies, Inc., Robert Bosch GmbH, Robert	All Persons in Quebec who, during the Class Period, (a) purchased, directly or indirectly, an Oxygen Sensor; and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing an Oxygen Sensor; and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing an Oxygen Sensor. Excluded Persons	Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Oxygen Sensors in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?	January 1, 2000 to August 13, 2018

Court and File No.	Part	Plaintiffs' Counsel	Plaintiff(s)	Defendants	Settlement Classes	Common Issues	Class Periods
				Bosch LLC and Robert Bosch, Inc.	and Persons who are included in the Ontario Oxygen Sensors Settlement Class and the BC Oxygen Sensors Settlement Class are excluded from the Quebec Oxygen Sensors Settlement Class.		
Superior Court of Quebec (district of Québec), File No. 200-06-000160-138	Radiators	Siskinds, Desmeules	M. Gaétan Roy	Denso Corporation, Denso International America, Inc., Denso Manufacturing Canada Inc., Denso Sales Canada, Inc., Calsonic Kansei Corporation, Calsonic Kansei North America, Inc., T Rad Co., Ltd. and T Rad North America, Inc.	All Persons in Quebec who, during the Class Period, (a) purchased, directly or indirectly, a Radiator, and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing a Radiator, and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing a Radiator. Excluded Persons and Persons who are included in the BC Radiators Settlement Class and the Ontario Radiators Settlement Class are excluded from the Quebec Radiators Settlement Class.	Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Radiators in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?	June 1, 2000 to August 30, 2017
Superior Court of Quebec (district of Québec), File No. 200-06-000176-142	Spark Plugs	Siskinds, Desmeules	Serge Asselin	Denso Corporation, Denso International America, Inc., Denso Manufacturing Canada, Inc., Denso Sales Canada, Inc., NGK Spark Plug Co., Ltd., NGK Spark Plug (U.S.A.) Holding, Inc., NGK Spark Plug	All Persons in Quebec who, during the Class Period, (a) purchased, directly or indirectly, a Spark Plug, and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing a Spark	Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Spark Plugs in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?	January 1, 2000 to August 13, 2018

Court and File No.	Part	Plaintiffs' Counsel	Plaintiff(s)	Defendants	Settlement Classes	Common Issues	Class Periods
				(U.S.A.), Inc., NGK Spark Plug Canada Limited, NTK Technologies, Inc., Robert Bosch GmbH, Robert Bosch LLC, and Robert Bosch, Inc.	Plug; and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing a Spark Plug. Excluded Persons and Persons who are included in the Ontario Spark Plugs Settlement Class and the BC Spark Plugs Settlement Class are excluded from the Quebec Spark Plugs Settlement Class.		
Superior Court of Quebec (district of Québec). File No. 200-06-000163-132	Starters	Siskinds, Desmeules	Serge Asselin	Denso Corporation, Denso International America, Inc., Denso Manufacturing Canada, Inc., Denso Sales Canada, Inc., Mitsubishi Electric Corporation, Mitsubishi Electric Automotive America, Inc., Mitsubishi Electric Sales Canada Inc., Hitachi, Ltd., Hitachi Automotive Systems, Ltd., Hitachi Automotive Systems Americas, Inc., Mitsuba Corporation, American Mitsuba Corporation, Robert Bosch GmbH, Robert Bosch LLC and Robert Bosch, Inc.	All Persons in Quebec who, during the Class Period, (a) purchased, directly or indirectly, a Starter; and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing a Starter; and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing a Starter. Excluded Persons and Persons who are included in the BC a Starters Settlement Class and the Ontario Starters Settlement Class are excluded from the Quebec Starters Settlement Class.	Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Starters in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?	January 1, 2000 to March 20, 2017
Superior Court of Quebec (district of Québec). File No. 200-06-	Valve Timing Control Devices	Siskinds, Desmeules	Serge Asselin	Hitachi, Ltd., Hitachi Automotive Systems, Ltd., Hitachi Automotive Systems Americas, Inc., Denso Corporation,	All Persons in Quebec who, during the Class Period, (a) purchased, directly or indirectly, a Valve Timing Control Device; and/or (b)	Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Valve Timing Control Devices in Canada and/or	January 1, 2000 to March 20, 2017

Court and File No.	Part	Plaintiffs' Counsel	Plaintiff(s)	Defendants	Settlement Classes	Common Issues	Class Periods
000203-169				Denso International America, Inc., Denso Manufacturing Canada, Inc., Denso Sales Canada, Inc., Mitsubishi Electric Corporation, Mitsubishi Electric Automotive America, Inc., and Mitsubishi Electric Sales Canada, Inc.	purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing a Valve Timing Control Device; and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing a Valve Timing Control Device. Excluded Persons and Persons who are included in the Ontario Valve Timing Control Devices Settlement Class are excluded from the Quebec Valve Timing Control Devices Settlement Class.	elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?	
Superior Court of Quebec (district of Québec), File No. 200-06-000161-136	Windshield Wiper Systems	Siskinds, Desmeules	M. Gaëtan Roy	Denso Corporation, Denso International America, Inc., Denso Manufacturing Canada, Inc., Denso Sales Canada, Inc., Denso International Korea Corporation, Denso Korea Automotive Corporation, Korea Wiper Blade Co., Ltd., ASMO Co., Ltd., ASMO North America, LLC, ASMO Greenville of North Carolina, Inc., Mitsuba Corporation, American Mitsuba Corporation, Robert Bosch GmbH, RBKB Bosch Electrical Drives Co., Ltd., Robert Bosch LLC and Robert Bosch, Inc.	All Persons in Quebec who, during the Class Period, (a) purchased, directly or indirectly, a Windshield Wiper System; and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing a Windshield Wiper System; and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing a Windshield Wiper System. Excluded Persons and Persons who are included in the Ontario Windshield Wiper Systems Settlement Class and the BC Windshield Wiper System	Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Windshield Wiper Systems in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?	January 1, 2000 to August 13, 2018

Court and File No.	Part	Plaintiffs' Counsel	Plaintiff(s)	Defendants	Settlement Classes	Common Issues	Class Periods
					Settlement Class are excluded from the Quebec Windshield Wiper Systems Settlement Class.		

SCHEDULE "B"
ALLEGED PARTS

Part	Definition
Air Conditioning Systems	Air Conditioning Systems are systems that cool the interior environment of an Automotive Vehicle and are part of an Automotive Vehicle's thermal system. An Air Conditioning System may include, to the extent included in the relevant request for quotation, compressors, condensers, HVAC units (blower motors, actuators, flaps, evaporators, heater cores, and filters embedded in a plastic housing), control panels, sensors, and associated hoses and pipes.
Air Flow Meters	Air Flow Meters, otherwise known as a mass air flow sensor, measure the volume of air flowing into combustible engines in Automotive Vehicles, that is, how much air is flowing through a valve or passageway. The Air Flow Meter provides information to the Automotive Vehicle's electronic control unit in order to ensure that the proper ratio of fuel to air is being injected into the engine.
Alternators	Alternators are devices that charge an Automotive Vehicle's battery and power the electrical system of an Automotive Vehicle when its engine is running.
Automotive Exhaust Systems	Automotive Exhaust Systems are an automotive system that collects exhaust gases from the engine and guides them out of the Automotive Vehicle. For the purpose of this Settlement Agreement, the term Automotive Exhaust Systems includes the following related components, to the extent included in the relevant request for quotation: manifolds, flex pipes, catalytic converters, converters, diesel oxidation catalysts, diesel particulate filters, oxygen sensors, exhaust gas temperature sensors, isolators, gaskets, clamps, resonator assemblies, pipe accessories, mufflers, muffler assemblies, and tubes.
Automatic Transmission Fluid Warmers and Oil Coolers	ATF Warmers are devices located within an Automotive Vehicle's engine that improve fuel economy by warming transmission fluid to lower its viscosity, allowing the transmission fluid to flow more easily. For the purpose of this Settlement Agreement, the term ATF Warmers includes Oil Coolers. Oil Coolers are devices located within an Automotive Vehicle's engine that that remove surplus heat from the engine oil.
Ceramic Substrates	Ceramic Substrates are uncoated ceramic monoliths (cylindrical or rectangular tubes) containing a fine mesh-like inner structure that runs the length of the tube. Ceramic Substrates are coated with a mix of metals and other chemicals and then incorporated into catalytic converters, which are installed in Automotive Vehicles.
Electronic Control Units	Electronic Control Units or ECUs are electronic modules that control one or more of the different electrical systems or sub-systems in an Automotive Vehicle. ECUs are different types of small computers with embedded software. For the purpose of this Settlement Agreement, ECUs excludes ECUs that were integrated into an automotive wire harness system and procured as part of a request for quotation for an automotive wire harness system.
Electronic Throttle Bodies	Electronic Throttle Bodies are a component of an electronic throttle control system in an Automotive Vehicle. Electronic Throttle Bodies control the volume of air flowing into the engine according to a signal from the engine control unit.
Fan Motors	Fan Motors are small electric motors that are used to turn radiator cooling fans in Automotive Vehicles.
Fuel Injection Systems	Fuel Injection Systems are systems that admit fuel or a fuel/air mixture into the engine cylinders of Automotive Vehicles. For the purposes of this Settlement Agreement, the term Fuel Injection Systems includes any of the components of such systems including, without limitation: injectors; high pressure pumps; rail assemblies; feed lines; fuel pumps and fuel pump modules. In some instances, Fuel Injection System components can also be sold as part of an Engine Management System.
Fuel Senders	Fuel Senders are devices located in the fuel tank of an Automotive Vehicle and measure the amount of fuel in the tank. Fuel Senders consist of a float, which is attached to a long metal rod attached to a variable resistor.
Heater Control Panels	Heater Control Panels are located in the centre console of an Automotive Vehicle. Heater Control Panels consist of operational panels incorporating buttons and switches which control the temperature of the interior environment of an Automotive Vehicle.
High Intensity Discharge Ballasts	HID Ballasts are electrical devices that limit the amount of electrical current flowing to a high intensity discharge headlamp installed in an Automotive Vehicle, which would otherwise rise to destructive levels due to the high intensity discharge headlamp's negative resistance.
Ignition Coils	Ignition Coils are an induction coil in an Automotive Vehicle's ignition system. Ignition Coils transform the low voltage of the Automotive Vehicle's battery to the thousands of volts needed to create an electric spark in the spark plugs to ignite the fuel.
Instrument Panel Clusters	Instrument Panel Clusters, also known as meters, are the mounted array of instruments and gauges housed in front of the driver of an Automotive Vehicle.

Part	Definition
Inverters	Inverters provide power to motors by converting direct current (DC) electricity from an Automotive Vehicle's battery to alternating current (AC) electricity. Every Automotive Vehicle with an electric traction motor requires Inverters to power them. The Inverter converts high voltage DC electricity into multi-phase AC current that drives the three-phase induction or permanent magnet electric machines used to actuate the motor in hybrid and electric Automotive Vehicles.
Motor Generators	Motor Generators are electric motors used to power electric drive systems that can also capture energy from the process of stopping an Automotive Vehicle to generate electricity through regenerative braking.
Oxygen Sensors	Oxygen Sensors detect the amount of oxygen in an Automotive Vehicle's exhaust gases and sends a signal to the engine management computer or "engine control unit" which adjusts the air/fuel mixture to the optimal level. For the purposes of this Settlement Agreement, Oxygen Sensors includes air fuel ratio sensors (a type of "wideband" Oxygen Sensor). Air fuel ratio sensors are paired with a special interface circuit that will produce an electric current corresponding to the actual portion of exhaust gas/oxygen concentration enabling more precise control of the air/fuel ratio injected into the engine.
Power Window Motors	Power Window Motors are small electric motors that are used to raise and lower Automotive Vehicle windows.
Radiators	Radiator are devices that cool Automotive Vehicle engines and help prevent the engines from overheating. Radiators are a form of heat exchanger constructed from thin-walled tubes, and usually filled with a combination of water and antifreeze, which extracts heat from inside the engine block. Radiators indirectly expose coolant, heated by traveling through the engine block, to cool air as the vehicle moves. For the purposes of this Settlement Agreement, the term Radiators includes the following components, to the extent that they were procured as part of an assembly that includes a Radiator: fans, fan motors, hoses, pumps, covers, shrouds, thermostats, and expansion tanks.
Spark Plugs	Spark Plugs are an engine component in an Automotive Vehicle which deliver high electric voltage from the ignition system to the combustion chamber for an internal combustion engine. Spark Plugs ignite the compressed fuel/air mixture with an electric spark while containing combustion pressure within the engine.
Starters	Starters are a device that powers an Automotive Vehicle's battery to "turn over" and start when the driver turns the ignition switch.
Valve Timing Control Devices	Valve Timing Control Devices are parts within the variable valve timing system of an Automotive Vehicle, which control the timing of the opening and closing of engine valves. Valve Timing Control Devices may include a VTC Actuator and/or solenoid valve.
Windshield Washer Systems	Windshield Washer Systems are devices that deliver washer fluid to Automotive Vehicle windows. For the purposes of this Settlement Agreement, the term Windshield Washer Systems includes the following components, to the extent that they were procured as part of a Windshield Washer System: pumps, hoses, nozzles, and tanks.
Windshield Wiper Systems	Windshield Wiper Systems are devices used to remove rain and debris from an Automotive Vehicle's windshield. Windshield Wiper Systems generally consist of an arm, pivoting at one end and with a long rubber blade attached to the other end. For the purposes of this Settlement Agreement, the term Windshield Wiper Systems includes the following components, to the extent that they were procured as part of a Windshield Wiper System: windshield wipers, motors, linkage arms and blades.

SCHEDULE “C”

Court File No. ■

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE) , THE DAY
JUSTICE BELOBABA) OF , 2019

BETWEEN:

[INSERT NAMED PLAINTIFFS]

Plaintiffs

- and -

[INSERT NAMED DEFENDANTS]

Defendant

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

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

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 **[INSERT RELEVANT SETTling DEFENDANTS]** (the “Settling Defendants”) was heard this day at Osgoode Hall, 130 Queen Street West, Toronto, Ontario.

ON READING the materials filed, including the settlement agreement with DENSO Corporation, DENSO International America, Inc., DENSO Manufacturing Canada, Inc., DENSO Sales Canada, Inc., DENSO International Korea Corporation, DENSO Korea Automotive Corporation, DENSO Products and Services Americas, Inc., DENSO Automotive Deutschland GmbH, ASMO Co., Ltd., ASMO North America, LLC, ASMO Greenville of North Carolina,

Inc., ASMO Manufacturing, Inc., Korea Wiper Blade Co., Ltd. and Techma Corporation dated as of ●, 2019 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 Defendants, the Non-Settling Defendants taking no position;

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

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

All Persons in Canada who, during the Class Period, (a) purchased, directly or indirectly, [INSERT RELEVANT PART]; and/or (b)

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

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

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

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

8. **THIS COURT ORDERS** that paragraphs 1 and 4-7 of this Order, including the certification of the Ontario Action as against the Settling Defendants for settlement purposes and the definition of the Ontario Settlement Class and Common Issue, and any reasons given by the Court in connection with paragraphs 1 and 4-7 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.

9. **[THIS COURT ORDERS that putative members of the Ontario Settlement Class can opt out of the Ontario Action by sending a written request to opt out to Ontario**

Counsel, postmarked on or before the Opt-Out Deadline. The written election to opt out must be signed by the Person or the Person's designee and must include the following information:

- (a) the Person's full name, current address and telephone number;**
 - (b) if the Person seeking to opt out is a corporation, the name of the corporation and the position of the Person submitting the request to opt out on behalf of the corporation; and**
 - (c) a statement to the effect that the Person wishes to be excluded from the Ontario Action.**
- 10. THIS COURT ORDERS that where the postmark is not visible or legible, the request to opt out shall be deemed to have been postmarked four (4) business days prior to the date that it is received by Ontario Class Counsel.**
- 11. THIS COURT ORDERS that any putative member of the Ontario Settlement Class who validly opts out of the Ontario Action shall have no further right to participate in the Ontario Action or to share in the distribution of any funds received as a result of a judgment or settlement in the Ontario Action.**
- 12. THIS COURT ORDERS that no further right to opt out of the Ontario Action will be provided.**
- 13. THIS COURT ORDERS that, within thirty (30) days of the Opt-Out Deadline, Ontario Class Counsel shall provide to the Defendants in the Ontario Action a report containing the names of each Person who has validly and timely opted out of**

the Ontario Action and a summary of the information delivered by such Persons pursuant to paragraph 9 above.]¹

14. **THIS COURT ORDERS** that paragraphs 2-7 of this Order are contingent upon parallel orders being made by the BC and Quebec Courts, and the terms of this Order shall not be effective unless and until such orders are made by the BC and Quebec Courts.²

The Honourable Justice Belobaba

¹ Paragraphs 9-13 relating to opt-out procedures will appear only in the notice approval orders for the following actions: Air Conditioning Systems, Automotive Exhaust Systems, Automatic Transmission Fluid Warmers (in respect of purchasers of Oil Coolers) and Ceramic Substrates.

² To be amended as necessary depending on whether there is a parallel BC or Quebec action.

SCHEDULE “D”

Court File No. ■

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE) , THE DAY
JUSTICE BELOBABA) OF , 2019

BETWEEN:

[INSERT NAMED PLAINTIFFS]

Plaintiffs

- and -

[INSERT NAMED DEFENDANTS]

Defendants

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

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

THIS MOTION made by the Plaintiffs for an Order approving the settlement agreement entered into with DENSO Corporation, DENSO International America, Inc., DENSO Manufacturing Canada, Inc., DENSO Sales Canada, Inc., DENSO International Korea Corporation, DENSO Korea Automotive Corporation, DENSO Products and Services Americas, Inc., DENSO Automotive Deutschland GmbH, ASMO Co., Ltd., ASMO North America, LLC, ASMO Greenville of North Carolina, Inc., ASMO Manufacturing, Inc., Korea Wiper Blade Co., Ltd. and Techma Corporation and dismissing this action as against [INSERT RELEVANT SETTLING DEFENDANTS] (the “Settling Defendants”), was heard this day at Osgoode Hall, 130 Queen Street West, Toronto, Ontario.

AND ON READING the materials filed, including the settlement agreement dated ●, 2019, attached to this Order as Schedule “A” (the “Settlement Agreement”), and on hearing the submissions of counsel for the Plaintiffs and counsel for the Settling Defendants, the Non-Settling Defendants taking no position;

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 ● Persons validly exercised the right to opt out;

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

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

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

continuation of the Proceedings 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.

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 Non-Settling Defendant, any named or unnamed co-conspirator that is not a Releasee, any Settled Defendant or any other Person or party against a Releasee, or by a Releasee against any Non-Settling Defendant, any named or unnamed co-conspirator that is not a Releasee, any Settled Defendant or any other Person or party, are barred, prohibited and enjoined in

accordance with the terms of this Order (unless such claim is made in respect of a claim by a Person who has validly opted out of the Proceedings).

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

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

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

- (c) this Court shall have full authority to determine the Proportionate Liability of the Releasees at the trial or other disposition of the Ontario Action, 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 nothing in this Order is intended to or shall limit, restrict or affect any arguments which the Non-Settling Defendants may make regarding the reduction of any assessment of damages (including punitive damages, if any), restitutionary award, disgorgement of profits, interest and costs (including investigative costs claimed pursuant to section 36 of the *Competition Act*, RSC 1985, c C-34) or judgment against them in favour of Ontario Settlement Class Members in the Ontario Action or the rights of the Ontario Plaintiffs and the Ontario Settlement Class Members to oppose or resist any such arguments, except as provided for in this Order.

15. **THIS COURT ORDERS** that a Non-Settling Defendant may, on motion to this Court determined as if the Settling Defendants remained parties to the Ontario Action, and on at

least twenty (20) days' notice to Counsel for the Settling Defendants, and not to be brought unless and until the Ontario Action against the Non-Settling Defendants has been certified and all appeals or times to appeal have been exhausted, seek orders for the following:

- (a) documentary discovery and affidavit(s) of documents from Settling Defendants in accordance with the *Rules of Civil Procedure*, RRO 1990, Reg. 194;
- (b) oral discovery of representative(s) of Settling Defendants, the transcript(s) of which may be read in at trial;
- (c) leave to serve request(s) to admit on Settling Defendants in respect of factual matters; and/or
- (d) the production of representative(s) of Settling Defendants to testify at trial, with such witness(es) to be subject to cross-examination by counsel for the Non-Settling Defendants.

16. **THIS COURT ORDERS** that the Settling Defendants retain all rights to oppose such motion(s) brought under paragraph 15. Moreover, nothing herein restricts the Settling Defendants from seeking a protective order to maintain confidentiality and protection of proprietary information in respect of documents to be produced and/or for information obtained from discovery in accordance with paragraph 15. Notwithstanding any provision in this Order, on any motion brought pursuant to paragraph 15, this Court may make such orders as to costs and other terms as it considers appropriate.

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

22. **THIS COURT ORDERS** that in the event that some of the Settlement Amount remains in the Trust Account after payment of Class Counsel Disbursements, Class Counsel Fees and Administrative Expenses, Class Counsel shall seek direction from this Court regarding the distribution of the remaining funds.
23. **THIS COURT ORDERS** that the approval of the Settlement Agreement is contingent upon approval by the BC Court and the Quebec Court, and the terms of this Order shall not be effective unless and until the Settlement Agreement is approved by the BC Court and the Quebec Court, the BC Action has been dismissed as against the Settling Defendants with prejudice and without costs by the BC Court, and the Quebec Action has been declared settled out of court with prejudice and without costs as against the Settling Defendants by the Quebec Court. If such orders are not secured in Quebec and British Columbia, this Order shall be null and void and without prejudice to the rights of the Parties to proceed with the Ontario Action and any agreement between the Parties incorporated in this Order shall be deemed in any subsequent proceedings to have been made without prejudice.³

³ To be amended as necessary depending on whether there is a parallel BC or Quebec action.

24. **THIS COURT ORDERS** that, in the event that the Settlement Agreement is terminated in accordance with its terms, this Order shall be declared null and void on subsequent motion made on notice.
25. **THIS COURT ORDERS** that the Ontario Action be and is hereby dismissed against the Settling Defendants, without costs and with prejudice.
26. **THIS COURT ORDERS** that the approval of the Settlement Agreement, and any reasons given by this Court in relation to the foregoing, except any reasons given in connection with paragraphs 12 to 17 of this Order, are without prejudice to the rights and defences of the Non-Settling Defendants in connection with the ongoing Ontario Action 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.

The Honourable Justice Belobaba

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

Proceeding under the *Class Proceedings Act, 1992*

ORDER

- Air Flow Meters -
- DENSO Settlement Approval -

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