

**ONTARIO
SUPERIOR COURT OF JUSTICE**

The Honourable

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Tuesday, the 10th day

Justice Belobaba

Of March, 2015



BETWEEN:

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

Plaintiffs

- and -

FURUKAWA ELECTRIC CO. LTD., AMERICAN FURUKAWA INC., FUJIKURA LTD., FUJIKURA AMERICA INC., FUJIKURA AUTOMOTIVE AMERICA LLC, LEAR CORPORATION, KYUNGSHIN-LEAR SALES AND ENGINEERING, LLC, LEONI AG, LEONI KABEL GMBH, LEONI WIRING SYSTEMS, INC., LEONISCHE HOLDING, INC., LEONI WIRE INC., LEONI ELOCAB LTD., LEONI BORDNETZ-SYSTEME GMBH, SUMITOMO ELECTRIC INDUSTRIES, LTD., SEWS CANADA LTD., SUMITOMO WIRING SYSTEMS, LTD., SUMITOMO ELECTRIC WIRING SYSTEMS, INC., SUMITOMO WIRING SYSTEMS (U.S.A.), INC., YAZAKI CORPORATION, YAZAKI NORTH AMERICA, INC., S-Y SYSTEMS TECHNOLOGIES EUROPE, GMBH, DENSO CORPORATION, DENSO INTERNATIONAL AMERICA, INC., TECHMA CORPORATION, DENSO MANUFACTURING CANADA, INC., DENSO SALES CANADA, INC., TOKAI RIKKA CO., LTD., TRAM, INC., TRQSS, INC., G.S. ELECTECH, INC., G.S.W. MANUFACTURING, INC., G.S. WIRING SYSTEMS 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.

Defendants

Proceeding under the *Class Proceedings Act, 1992*

ORDER

THIS MOTION made by the Plaintiffs for an Order approving the settlement agreement entered into with the Defendants Lear Corporation and Kyungshin-Lear Sales and Engineering, LLC (the

“Settling Defendants”) and dismissing this action as against the Settling Defendants, was heard this day at 330 University Avenue, Toronto, Ontario.

AND ON READING the materials filed, including the settlement agreement dated November 11, 2014 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, and on being advised that the Non-Settling Defendants in the Ontario Action take no position on this motion;

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 Plaintiff and the Settling Defendants consent to this Order:

1. THIS COURT ORDERS that, in addition to the definitions used elsewhere in this Order, for the purposes of this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.
2. THIS COURT ORDERS that in the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail.
3. THIS COURT ORDERS that this Order, including the Settlement Agreement, is binding upon each member of the Ontario Settlement Class including those Persons who are minors or mentally incapable and the requirements of Rules 7.04(1) and 7.08(4) of the *Rules of Civil Procedure* are dispensed with in respect of the Ontario Action.
4. THIS COURT ORDERS that the Settlement Agreement is fair, reasonable and in the best interests of the Ontario Settlement Class.
5. THIS COURT ORDERS that the Settlement Agreement is hereby approved pursuant to s. 29 of the *Class Proceedings Act, 1992* and shall be implemented and enforced in accordance with its terms.
6. THIS COURT ORDERS that the certification for settlement purposes and the approval of the Settlement Agreement is without prejudice to the rights and defences of the Non-Settling Defendants in connection with the ongoing Ontario Action. No person may cite or refer to all or any part of this Order and any reasons given by the Court in connection with this Order as against any of the Non-Settling Defendants, except as is necessary to enforce this Order.

7. THIS COURT ORDERS that, upon the Effective Date, each member of the Ontario Settlement Class shall consent and shall be deemed to have consented to the dismissal as against the Releasees of any Other Actions he, she or it has commenced, without costs and with prejudice.
8. THIS COURT ORDERS that, upon the Effective Date, each Other Action commenced in Ontario by any member of the Ontario Settlement Class shall be and is hereby dismissed against the Releasees, without costs and with prejudice.
9. THIS COURT ORDERS that, upon the Effective Date, subject to paragraph 11, each Releasor has released and shall be conclusively deemed to have forever and absolutely released the Releasees from the Released Claims.
10. THIS COURT ORDERS that, upon the Effective Date, the Releasors shall not now or hereafter institute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other Person, any action, suit, cause of action, claim or demand against any Releasee, or any other Person who may claim contribution or indemnity or other claims over relief from any Releasee, in respect of any Released Claim except for the continuation of the Proceedings against the Non-Settling Defendants or unnamed alleged co-conspirators that are not Releasees or, if the Proceedings are not certified or authorized, the continuation of the claims asserted in the Proceedings on an individual basis or otherwise against any Non-Settling Defendant or unnamed co-conspirator that is not a Releasee.
11. THIS COURT ORDERS that the use of the terms "Releasors" and "Released Claims" in this Order does not constitute a release of claims by those members of the Ontario Settlement Class who are resident in any province or territory where the release of one tortfeasor is a release of all tortfeasors.
12. THIS COURT ORDERS that, upon the Effective Date, each member of the 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.

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

- (a) all claims for contribution, indemnity or other claims over, whether asserted, unasserted or asserted in a representative capacity, inclusive of interest, taxes and costs, relating to the Released Claims, which were or could have been brought in the Proceedings, or otherwise, by any Non-Settling Defendant, any named or unnamed co-conspirator that is not a Releasee or any other Person or party against a Releasee, or by a Releasee against any Non-Settling Defendant or any named or unnamed co-conspirator that is not a Releasee, are barred, prohibited and enjoined in accordance with the terms of this Section (unless such claim is made in respect of a claim by a Person who has validly opted out of the Proceedings);
- (b) the Ontario Plaintiffs and Ontario Settlement Class Members shall not be entitled to claim or recover from the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee that portion of any damages (including punitive damages, if any), restitutionary award, disgorgement of profits, interest and costs (including investigative costs claimed pursuant to section 36 of the *Competition Act*) that corresponds to the Proportionate Liability of the Releasees proven at trial or otherwise;
- (c) the Ontario Plaintiffs and Ontario Settlement Class Members shall limit their claims against the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee to include, and shall be entitled to recover from the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee, only such claims for damages (including punitive damages, if any), restitutionary award, disgorgement of profits, costs, and interest attributable to the aggregate of the several liability of the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee to the Ontario Plaintiffs and Ontario Settlement Class Members, if any, and, for greater certainty, the Ontario Settlement Class Members shall be entitled to claim and recover on a joint and several basis as between the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee, to the extent provided by law; and

- (d) this Court shall have full authority to determine the Proportionate Liability of the Releasees at the trial or other disposition of the Ontario Action, whether or not the Releasees remain in the Ontario Action or appear at the trial or other disposition, and the Proportionate Liability of the Releasees shall be determined as if the Releasees are parties to the Ontario Action and any determination by this Court in respect of the Proportionate Liability of the Releasees shall only apply in the Ontario Action and shall not be binding on the Releasees in any other proceeding.
14. THIS COURT ORDERS that if this Court ultimately determines that the Non-Settling Defendants would not have the right to make claims for contribution and indemnity or other claims over, whether in equity or in law, by statute or otherwise, from or against the Releasees, then nothing in this Order is intended to or shall limit, restrict or affect any arguments which the Non-Settling Defendants may make regarding the reduction of any assessment of damages, restitutionary award, disgorgement of profits or judgment against them in favour of members of the Ontario Settlement Class in the Ontario Action.
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 ten (10) 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 an affidavit of documents from a Settling Defendant(s) in accordance with the Ontario *Rules of Civil Procedure*;
 - (b) oral discovery of a representative of a Settling Defendant(s), the transcript of which may be read in at trial;
 - (c) leave to serve a request to admit on a Settling Defendant(s) in respect of factual matters; and/or
 - (d) the production of a representative of a Settling Defendant(s) to testify at trial, with such witness to be subject to cross-examination by counsel for the Non-Settling Defendants.
16. THIS COURT ORDERS that the Settling Defendants retain all rights to oppose such motion(s) brought under paragraph 15. Moreover, nothing herein restricts a Settling Defendant from seeking a protective order to maintain confidentiality and protection of proprietary information in

respect of documents to be produced and/or for information obtained from discovery in accordance with paragraph 15. Notwithstanding any provision in this Order, on any motion brought pursuant to paragraph 15, the 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 on the Settling Defendant 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 acknowledge and attorn to the jurisdiction of this Court solely for the purpose of implementing, administering and enforcing the Settlement Agreement and this Order, and subject to the terms and conditions set out in the Settlement Agreement and this Order.
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 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, including administration, investment, or distribution of the Trust Account.
21. THIS COURT ORDERS that the Settlement Amount shall be held in the Trust Account by Siskinds LLP for the benefit of Class Members and after the Effective Date the Settlement Amount may be used to pay Class Counsel Disbursements that have been incurred for the benefit of the Settlement Classes in this action and in the continued prosecution of the litigation against the Non-Settling Defendants. This paragraph shall not be interpreted as affecting the rights of the Plaintiffs or the Settlement Classes to claim such Disbursements in the context of a future costs award in their favour against the Non-Settling Defendants, or the rights of the Non-Settling Defendants to oppose and resist any such claim.
22. THIS COURT ORDERS that a portion of the Settlement Amount may be used by Class Counsel to offset general disbursements that have been incurred in connection with the prosecution of other Auto Parts Cases and which have not been allocated to a specific Auto Parts file.

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

Date:



The Honourable Justice Belobaba

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

MAR 11 2015

PER / PAR:



Schedule "A"

CANADIAN AUTOMOTIVE WIRE HARNESS SYSTEMS CLASS ACTIONS NATIONAL SETTLEMENT AGREEMENT

Made as of November 11, 2014

Between

**SHERIDAN CHEVROLET CADILLAC LTD., PICKERING AUTO MALL LTD.,
FADY SAMAHA, DARREN EWERT, M. SERGE ASSELIN, M. GAËTAN ROY, and
9143-5891 QUEBEC INC.**

(the "Plaintiffs")

and

**LEAR CORPORATION, and
KYUNGSHIN-LEAR SALES AND ENGINEERING, LLC**

(the "Settling Defendants")

**CANADIAN AUTOMOTIVE WIRE HARNESS SYSTEMS CLASS ACTIONS
NATIONAL SETTLEMENT AGREEMENT**

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SCHEDULE "A"

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CONFIDENTIAL SCHEDULE "D"

CONFIDENTIAL SCHEDULE "E"

**CANADIAN AUTOMOTIVE WIRE HARNESS SYSTEMS CLASS ACTIONS
NATIONAL SETTLEMENT AGREEMENT**

RECITALS

- A. WHEREAS the Proceedings were commenced by the BC Plaintiff in British Columbia, the Quebec Petitioners in Quebec and Ontario Plaintiffs in Ontario;
- B. WHEREAS the Proceedings allege that some or all of the Releasees participated in an unlawful conspiracy with other manufacturers of Automotive Wire Harness Systems to rig bids for, and to raise, fix, maintain or stabilize the prices of Automotive Wire Harness Systems sold in Canada and elsewhere as early as January 1, 1999 until at least March 1, 2010, contrary to Part VI of the *Competition Act*, RSC 1985, c C-34 and the common law and/or the civil law;
- C. WHEREAS KL Sales consents to being added as a defendant in the Quebec Actions;
- D. WHEREAS, in November 2011, Lear moved in the U.S. Bankruptcy Court for entry of an order enforcing the discharge and injunction entered in connection with the U.S. Bankruptcy Court's confirmation of Lear's reorganization Plan;
- E. WHEREAS, in June 2012, Lear brought a motion in the Ontario Court for entry of an order enforcing the discharge and injunction entered in connection with the Ontario Court's recognition of the U.S. Bankruptcy's Court confirmation of Lear's reorganization Plan, which could have the effect of barring the Proceedings in whole or substantial part as against Lear (the "Canadian Bankruptcy Motion");
- F. WHEREAS the Canadian Bankruptcy Motion has been briefed, argued and is pending before the Ontario Court;
- G. WHEREAS KL Sales would, but for this settlement, have brought motions for summary judgment in the Proceedings in which it has been named as a Defendant;
- H. WHEREAS the Settling Defendants and Releasees do not admit, through the execution of this Settlement Agreement or otherwise, any allegation of unlawful conduct alleged in the Proceedings, or otherwise;
- I. WHEREAS the Plaintiffs, Class Counsel and the Settling Defendants agree that neither this Settlement Agreement nor any statement made in the negotiation thereof shall be deemed or construed to

be an admission by or evidence against the Releasees or evidence of the truth of any of the Plaintiffs' allegations against the Releasees, which allegations are expressly denied by the Settling Defendants;

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

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

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

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

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

O. WHEREAS the Parties therefore wish to and hereby finally resolve on a national basis, without admission of liability, all of the Proceedings as against the Releasees who are named as defendants in the Proceedings;

P. WHEREAS the Parties consent to certification or authorization of the Proceedings as class proceedings and to the Settlement Classes and a Common Issue in respect of each of the Proceedings solely for the purposes of implementing this Settlement Agreement in a coordinated and consistent manner across Canada and contingent on approvals by the Courts as provided for in this Settlement Agreement, on the express understanding that such certification or authorization shall not derogate from

the respective rights of the Parties in the event that this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason;

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

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

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

Section 1 - Definitions

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

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

(2) ***Automotive Wire Harness Systems*** means, for the purpose of this Settlement Agreement only, the same definition as set forth in paragraph 4 of the Fresh as Amended Consolidated Statement of Claim, amended May 20, 2014, in the Ontario Action, specifically, "electrical distribution systems used to direct and control electronic components, wiring, and circuit boards in an automotive vehicle. The term "Automotive Wire Harness Systems" as used herein includes the following: wire harnesses, automotive electrical wiring, lead wire assemblies, cable bond, automotive wiring connectors, automotive wiring terminals, high voltage wiring, electronic control units, electrical boxes, fuse boxes, relay boxes, junction block, speed sensor wire assemblies, and power distributors"; provided however, that for the purposes of Section 4, 11.1 and 12.2 hereof, the term shall be limited to Automotive Wire Harness Systems as and to the extent manufactured, sold, distributed and/or marketed by Lear and/or KL Sales, as applicable.

- (3) **BC Action** means the BC Action as defined in Schedule A.
- (4) **BC Counsel** means Camp Fiorante Matthews Mogerman.
- (5) **BC Court** means the Supreme Court of British Columbia.
- (6) **BC Plaintiff** means Darren Ewert.
- (7) **BC Settlement Class** means the settlement class in respect of the BC Action as defined in Schedule A.
- (8) **Canadian Bankruptcy Motion** has the meaning attributed to it in Section E of the Recitals in this Settlement Agreement.
- (9) **Class Counsel** means Ontario Counsel, Quebec Counsel and BC Counsel.
- (10) **Class Counsel Disbursements** include the disbursements, administration expenses, and applicable taxes incurred by Class Counsel in the prosecution of the Proceedings, as well as any adverse costs awards issued against the Plaintiffs in any of the Proceedings.
- (11) **Class Counsel Fees** means the fees of Class Counsel, and any applicable taxes or charges thereon, including any amounts payable by Class Counsel or the Settlement Class Members to any other body or Person, including the Fonds d'aide aux recours collectifs in Quebec.
- (12) **Class Period** means January 1, 1999 to the date of the Ontario order certifying the Ontario Action for settlement purposes as against the Settling Defendants.
- (13) **Common Issue** means: Did the Settling Defendants conspire to fix, raise, maintain, or stabilize the prices of Automotive Wire Harness Systems in Canada and elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?
- (14) **Counsel for the Settling Defendants** means McCarthy Tétrault LLP on behalf of Lear and Lenczner Slaght Royce Smith Griffin LLP on behalf of KL Sales.
- (15) **Courts** means the Ontario Court, the Quebec Court and the BC Court.
- (16) **Date of Execution** means the date on the cover page as of which the Parties have executed this Settlement Agreement.

(17) **Debtors** means collectively, Lear Corporation; Lear #50 Holdings, LLC; Lear Argentine Holdings Corporations #2; Lear Automotive Dearborn, Inc.; Lear Automotive Manufacturing, LLC; Lear Canada, Lear Canada Investments Ltd., Lear Corporation (Germany) Ltd.; Lear Corporation Canada Ltd.; Lear Corporation EEDS and Interiors; Lear Corporation Global Development, Inc.; Lear EEDS Holdings, LLC; Lear European Operations Corporation; Lear Holdings, LLC; Lear Investments Company, LLC; Lear Mexican Holdings Corporation; Lear Mexican Holdings, LLC; Lear Mexican Seating Corporation; Lear Operations Corporation; Lear Seating Holdings Corp. #50; Lear South Africa Limited; Lear South American Holdings Corporation; Lear Trim L.P.; and Renosol Seating, LLC.

(18) **Defendants** means the entities named as defendants in any of the Proceedings as set out in Schedule A, and any Persons added as defendants in the Proceedings in the future. For greater certainty, Defendants includes the Settling Defendants.

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

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

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

(22) **Final U.S. Bankruptcy Order** means a final order authorizing and approving Lear's distribution of the Lear Bankruptcy Reserve Settlement Proceeds held in the Lear Bankruptcy Reserve, pursuant to Article VI.B.3 of the Plan.

(23) **Final U.S. Order** means the later of a final judgment entered by a United States court of competent jurisdiction preliminarily approving the U.S. Settlement Agreements in accordance with their terms, once the time to appeal such judgments has expired without any appeal being taken, if an appeal lies, or once there has been affirmation of the preliminary approval of the U.S. Settlement Agreements in accordance with their terms, upon a final disposition of all appeals.

- (24) ***KL Sales*** means Kyungshin-Lear Sales and Engineering, LLC.
- (25) ***KL Sales Settlement Amount*** means CDN\$49,000.
- (26) ***Lear*** means Lear Corporation.
- (27) ***Lear Bankruptcy Reserve*** means the assets held in reserve pursuant to Article VI.B.3 of the Plan on account of disputed claims against the Debtors that became or become "Allowed Claims" (as defined in the Plan) subsequent to November 9, 2009.
- (28) ***Lear Bankruptcy Reserve Settlement Proceeds*** means CDN\$539,655, which is the portion of the Lear Settlement Amount being paid from the cash proceeds of the Lear Bankruptcy Reserve without the need for the Settlement Class to file a proof of claim against Lear in the U.S. Bankruptcy Court or seek to have any claims allowed on a class basis and which will be deemed an Allowed Other General Unsecured Claim (as defined in the Plan).
- (29) ***Lear Settlement Amount*** means CDN\$563,500, which includes the Lear Bankruptcy Reserve Settlement Proceeds.
- (30) ***Non-Settling Defendant*** means any Defendant that is not a Settling Defendant or that has not entered into a settlement with the Plaintiffs in the Proceeding whether or not such settlement agreement is in existence at the Date of Execution, and includes any Defendant that terminates its own settlement agreement in accordance with its terms or whose settlement otherwise fails to take effect for any reason, whether or not such settlement agreement is in existence at the Date of Execution.
- (31) ***Ontario Action*** means the Ontario Action as defined in Schedule A.
- (32) ***Ontario Counsel*** means Siskinds LLP and Sotos LLP.
- (33) ***Ontario Court*** means the Ontario Superior Court of Justice.
- (34) ***Ontario Plaintiffs*** means Sheridan Chevrolet Cadillac Ltd., Pickering Auto Mall Ltd. and Fady Samaha.
- (35) ***Ontario Settlement Class*** means the settlement class in respect of the Ontario Action as defined in Schedule A.

- (36) **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.
- (37) **Opt-Out Thresholds** means certain thresholds agreed upon by the Parties in Schedules "D" and "E" hereto, delivered to the Courts under seal and kept confidential by the Parties and the Courts.
- (38) **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.
- (39) **Parties** means the Settling Defendants, the Plaintiffs, and, where necessary, the Settlement Class Members.
- (40) **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.
- (41) **Plaintiffs** means the individuals and entities named as plaintiffs in the Proceedings as set out in Schedule A.
- (42) **Plan** means, collectively, (a) the Debtors joint plan of reorganization under chapter 11 of the *Bankruptcy Code*, 11 U.S.C. §§ 101-1531, either in its present form, or as it may be altered, amended, modified, or supplemented from time to time in accordance with the *Bankruptcy Code*, the *Federal Rules of Bankruptcy Procedure* or the terms thereof, and (b) the supplements to the Plan filed with the U.S. Bankruptcy Court in connection with the Plan, and which were incorporated therein by reference.
- (43) **Proceedings** means the BC Action, the Quebec Actions, and the Ontario Action as defined in Schedule A.
- (44) **Proportionate Liability** means the proportion of any judgment that, had the Settling Defendants not settled, the Ontario, BC or Quebec Court, as appropriate, would have apportioned to the Releasees.
- (45) **Quebec Actions** means the Quebec Actions as defined in Schedule A.
- (46) **Quebec Counsel** means Siskinds Desmeules s.e.n.c.r.l. on behalf of M. Serge Asselin and M. Gaëtan Roy and Consumer Law Group Inc. on behalf of 9143-5891 Quebec Inc.
- (47) **Quebec Court** means the Superior Court of Quebec.

(48) **Quebec Petitioners** means M. Serge Asselin, M. Gaëtan Roy, and 9143-5891 Quebec Inc.

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

(50) **Released Claims** means any and all manner of claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, whether personal or subrogated, damages of any kind (including compensatory, punitive or other damages) whenever incurred, liabilities of any nature whatsoever, including interest, costs, expenses, class administration expenses (including Administration Expenses), penalties, and lawyers' fees (including Class Counsel Fees), known or unknown, suspected or unsuspected, actual or contingent, and liquidated or unliquidated, in law, under statute or in equity, that any of the Releasors ever had, now have or hereafter can, shall or may have, relating in any way to any conduct related to, arising from, or described in the Proceedings prior to the date hereof on account of, arising out of, resulting from, or related to in any respect the purchase, sale, pricing, discounting, manufacturing, offering, marketing or distributing of Automotive Wire Harness Systems or relating to any conduct alleged (or which was previously or could have been alleged) in the Proceedings including, without limitation, any such claims which have been asserted or could have been asserted, directly or indirectly, whether in Canada or elsewhere, in respect of the purchase, sale, pricing, discounting, manufacturing, marketing or distributing of Automotive Wire Harness Systems, including, without limitation, any claims for consequential, subsequent or follow-on harm that arises after the date hereof in respect of any agreement, combination or conduct that occurred prior to the date hereof. However, the Released Claims do not include (1) claims based on negligence, personal injury, bailment, failure to deliver lost goods, damaged or delayed goods, product defects, or breach of product warranty, or breach of contract claims or similar claim between the Parties that relates to Automotive Wire Harness Systems but does not relate to alleged anti-competitive conduct; (2) claims brought (whether before or after the Effective Date) outside of Canada relating to purchases of Automotive Wire Harness Systems outside of Canada; (3) claims brought (whether before or after the Effective Date) under laws other than those of Canada relating to purchases of Automotive Wire Harness Systems outside of Canada; or (4) claims concerning any automotive part other than Automotive Wire Harness Systems.

(51) **Releasees** means, jointly and severally, individually and collectively, the Settling Defendants, the Debtors, and all of their present and former direct and indirect parents, owners, subsidiaries, divisions, affiliates, associates (as defined in the *Canada Business Corporations Act*, RSC 1985, c C-44), partners, insurers, and all other Persons, partnerships or corporations with whom any of the former have been, or are now, affiliated, and all of their respective past, present and future officers, directors, employees,

agents, shareholders, attorneys, trustees, servants and representatives, members, managers and the predecessors, successors, purchasers, heirs, executors, administrators and assigns of each of the foregoing, excluding always the Non-Settling Defendants.

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

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

(54) **Settlement Amount** means CDN\$612,500, consisting of the Lear Settlement Amount and the KL Sales Settlement Amount.

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

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

(57) **Settling Defendants** means Lear and KL Sales, and shall individually be referred to as a "Settling Defendant."

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

(59) **U.S. Bankruptcy Court** means the United States Bankruptcy Court for the Southern District of New York.

(60) **U.S. Litigation** means the consolidated class action proceedings, in which the Settling Defendants are named as parties, currently pending in the United States District Court for the Eastern District of Michigan, South Division, including the actions under the captions *In re Automotive Parts Antitrust Litigation, Wire Harness Cases*, Case No. 12-cv-00101 (MOB), *In re Automotive Parts Antitrust Litigation, Wire Harness Cases*, Case No. 12-cv-00102 (MOB), *In re Automotive Parts Antitrust Litigation, Wire Harness Cases*, Case No. 12-cv-00103 (MOB), and includes all class actions transferred by the Judicial Panel for Multidistrict Litigation for coordination, all class actions pending such transfer, all class actions that may be transferred in the future and all class proceedings alleging price-fixing of automotive wire harnesses, to the extent that the Settling Defendants are named as parties.

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

Section 2- Settlement Approval

2.1 Best Efforts

(1) The Parties shall use their best efforts to implement this settlement and to secure the prompt, complete and final dismissal with prejudice of the Proceedings as against the Releasees named as Defendants in the Ontario Action and BC Action, and a prompt, complete declaration of settlement out of court of the Quebec Actions as against the Releasees named as Defendants in the Quebec Actions.

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 certifying or authorizing each of the Proceedings commenced in their respective jurisdictions as a class proceeding as against the Settling Defendants (for settlement purposes only). The Plaintiffs will file the aforementioned motions before the BC Court and Quebec Court no later than thirty (30) days after the Ontario Court has granted an order approving the notices described in Section 11.1(1) and certifying the Ontario Action as a class proceeding as against the Settling Defendants (for settlement purposes only).

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

2.3 Motions Seeking Approval of the Settlement

(1) The Plaintiffs shall make best efforts to file motions before the Courts for orders approving this Settlement Agreement as soon as practicable after, and no later than forty-five (45) days after:

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

- (c) the deadline for terminating the Settlement Agreement on the basis that the Opt-Out Thresholds have been exceeded has expired.
- (2) In conjunction with the motion to approve this Settlement Agreement in the Ontario Court, Lear will seek recognition of the Final U.S. Bankruptcy Order.
- (3) The Ontario order approving this Settlement Agreement shall be substantially in the form attached as Schedule C. 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 order.
- (4) This Settlement Agreement shall only become final on the Effective Date.

2.4 Pre-Motion Confidentiality

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

Section 3 - Settlement Benefits

3.1 Payment of Settlement Amount

- (1) Within sixty (60) days of Date of Execution, and after receipt of an invoice from Ontario Counsel, Lear shall pay \$56,350 CDN and KL Sales shall pay \$4,900 CDN to Siskinds LLP, for deposit into the Trust Account. Lear shall pay the remaining balance of the Lear Settlement Amount and KL Sales shall pay the remaining balance of the KL Sales Settlement Amount to Siskinds LLP for deposit into the Trust Account on or before the earlier of (i) the date which is one-hundred and twenty (120) days after the Date of Execution or (ii) the Effective Date, and after receipt of an invoice from Ontario Counsel.
- (2) The Settling Defendants' obligations to pay their respective share of the Settlement Amount are several only, and not joint and several, and no Settling Defendant shall for any reason be responsible for or subject of a claim regarding any deficiency by another Settling Defendant in paying that other Settling Defendant's share of the Settlement Amount.

- (3) Payment of the Settlement Amount shall be made by wire transfer. Prior to the Settlement Amount becoming due, Siskinds LLP will provide, in writing, the following information necessary to complete the wire transfers: name of bank, address of bank, ABA number, SWIFT number, name of beneficiary, beneficiary's bank account number, beneficiary's address, and bank contact details.
- (4) 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.
- (5) The Settlement Amount shall be all-inclusive of all amounts, including interest and costs.
- (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 or the Proceedings.
- (7) Siskinds LLP shall maintain the Trust Account as provided for in this Settlement Agreement.
- (8) Siskinds LLP shall not pay out all or any part of the monies in the Trust Account, except in accordance with this Settlement Agreement, or in accordance with an order of the Courts obtained after notice to the Parties.

3.2 Taxes and Interest

- (1) Except as hereinafter provided, all interest earned on the Settlement Amount in the Trust Account shall accrue to the benefit of the Settlement Classes and shall become and remain part of the Trust Account.
- (2) Subject to Section 3.2(3), all taxes payable on any interest which accrues on the Settlement Amount in the Trust Account or otherwise in relation to the Settlement Amount shall be paid from the Trust Account. Siskinds LLP shall be solely responsible to fulfill all tax reporting and payment requirements arising from the Settlement Amount in the Trust Account, including any obligation to report taxable income and make tax payments. All taxes (including interest and penalties) due with respect to the income earned by the Settlement Amount shall be paid from the Trust Account.
- (3) The Settling Defendant(s) shall have no responsibility to make any filings relating to the Trust Account and will have no responsibility to pay tax on any income earned on the Settlement Amount or pay any taxes on the monies in the Trust Account, unless this Settlement Agreement is terminated, in which case the interest earned on the Settlement Amount in the Trust Account or otherwise shall be paid

to the Settling Defendant(s), pro rata to the Settling Defendant(s)' contributions to the Settlement Amount, who, in such case, shall be responsible for the payment of all taxes on such interest not previously paid by Siskinds L.P.

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(10). 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) Within sixty (60) days of the Effective Date, or at a time mutually agreed upon by the Parties, subject to the other provisions of this Settlement Agreement, each of the Settling Defendants agrees to use reasonable efforts to:

- (a) provide to Class Counsel transactional sales data, which shall be compiled and produced in the form in which it is kept in the ordinary course of the Settling Defendants' business, reflecting the Settling Defendants' sales of Automotive Wire Harness Systems sold directly in Canada and the United States between January 1, 1998 and December 31, 2013, to the extent such data exists and to the extent it is reasonably accessible and is reasonably available in the Settling Defendants' records. The transactional sales data will be provided in comma-separated values file format (including tab-delimited CSV format);
- (b) provide to Class Counsel transactional cost data, which shall be compiled and produced in the form in which it is kept in the ordinary course of the Settling Defendant's business, for the production and sale of Automotive Wire Harness Systems in Canada and the United States between January 1, 1998 and December 31, 2013, to the extent such data exists and to the extent it is reasonably accessible and is reasonably available in the Settling Defendants' records.

- (c) provide reasonable assistance to the Plaintiffs in understanding the transactional sales and cost data produced by each of 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, up to a maximum of five (5) hours for each Settling Defendant;
- (d) provide electronic copies of any documents (as defined in Rule 30.01 of the Ontario *Rules of Civil Procedure*) produced by the Settling Defendants in the U.S. Litigation, including any documents produced by the Settling Defendants pursuant to the U.S. Settlements, and any pre-existing translations of those documents;
- (e) in the event that Class Counsel are unable to participate in the interviews that occur in the U.S. Litigation pursuant to the U.S. Settlement Agreements described in Section 4.1(3), make available within three (3) months of the Date of Execution, one or two witnesses by each of Lear and KL Sales, to be identified by Lear or KL Sales, as applicable, upon a single date to be coordinated at Lear or KL Sales' discretion, as applicable, with Class Counsel, who can generally describe:
 - i. the North American marketplace for Automotive Wire Harness Systems;
 - ii. Lear or KL Sales' (as applicable) sales of Automotive Wire Harness Systems; and
 - iii. Lear's participation in KL Sales.

For greater certainty, if Class Counsel participate in any interviews in the U.S. Litigation, the Settling Defendants are not obligated to make available any further witnesses from that Settling Defendant for interviews in respect of the Proceedings in Canada. For example, if Class Counsel participates in an interview of a Lear witness, but not a KL Sales witness, Lear is not required to make available any further witnesses for interviews in respect of the Proceedings in Canada, but KL Sales is required to make available witnesses for interviews in respect of the Proceedings in Canada.

- (f) It is understood and agreed that the production obligations set out in this agreement shall expire on the first anniversary of the Date of Execution.

- (2) Each of the Settling Defendants agrees to use reasonable efforts to:
- (a) authenticate any documents referenced in Sections 4.1(1)(a) through 4.1(1)(d) which the Plaintiffs notify the Settling Defendants they intend to use at summary judgment motions, certification motions and/or trial, to the extent that they properly are subject to authentication by the Settling Defendants;
 - (b) make available, subject to the rules of evidence and the other provisions of this Settlement Agreement, one or two witnesses, to be identified by the Settling Defendants, at trial or discovery or through acceptable affidavits or other testimony in the Proceedings, who can establish for admission into evidence the Settling Defendants' sales of Automotive Wire Harness Systems in the Canadian marketplace; and
 - (c) To the extent any of the Settling Defendants' cooperation obligations require any current or former employees of the Settling Defendants to travel from their principal place of business to another location, Class Counsel shall reimburse the Settling Defendants for half of the reasonable travel expenses incurred by any such person in connection with fulfilling the Settling Defendants' cooperation obligations. In no event shall Class Counsel be responsible for reimbursing such persons for time or services rendered. Such reimbursement of travel expenses as set forth herein shall not exceed \$1,500 CAD per person.
- (3) The Settling Defendants shall not object to the Plaintiffs' participation in 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 the interview of representatives of the Settling Defendants.
- (4) It is understood that the interviews of witnesses described in Section 4.1(1)(e) might take place before the Effective Date. In such event:
- (a) any documents or information provided in the course of those interviews shall be subject to the terms and protections of this Settlement Agreement; 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 interviews shall not be used by the Plaintiffs or Class Counsel against the Settling Defendants as an admission or evidence of any violation of any statute or law, or of any

liability or wrongdoing by the Settling Defendants or of the truth of any claims or allegations in the Proceedings, and such information shall not be discoverable by any Person or treated as evidence of any kind, unless otherwise ordered by a Court. In order to give effect to this agreement, Class Counsel agrees to return all copies of any documents received during, and destroy all copies of any notes taken during (or subsequent reports provided about), these interviews and to provide written confirmation to the Settling Defendants of having done so.

(5) Subject to Section 4.1(1)(f), the obligation to provide documents and information pursuant to Section 4.1(1) shall be a continuing obligation to the extent documents are identified by the Settling Defendants following the initial productions pursuant to this Settlement Agreement.

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

(7) Nothing in this Settlement Agreement shall require, or shall be construed to require, the Settling Defendants or any representative or employee of the Settling Defendants to disclose or produce any documents or information prepared by or for Counsel for the Settling Defendants, or that is not within the possession, custody or control of the Settling Defendants, or to disclose or produce any documents or information in breach of any order, regulatory directive, rule or law of this or any jurisdiction, or subject to solicitor-client privilege, litigation privilege, joint defence privilege or any other privilege, doctrine, or law, or to disclose or produce any information or documents they obtained on a privileged or co-operative basis from any party to any action or proceeding who is not a Releasee. The Settling Defendants are not required to create a privilege log. However, if a relevant privilege log or other document containing identifying information regarding the withheld documents exists, the Settling Defendants will provide Class Counsel with a copy of this document.

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

(9) The Settling Defendants' obligations to cooperate as particularized in this Section shall not be affected by the release provisions contained in Section 7 of this Settlement Agreement. Unless this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason, the Settling Defendants' obligations to cooperate shall cease at the date of final judgment in the Proceedings against all Defendants.

(10) 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 or their current or former officers, directors or employees. 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 or their current or former officers, directors, employees, agents, or counsel, whether in Canada or elsewhere and whether under the rules or laws of this or any other Canadian or foreign jurisdiction.

(11) 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.

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

(13) The Settling Defendants make no representation regarding and shall bear no liability with respect to the accuracy of or that they have, can or will produce a complete set of any of the documents 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

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

(2) If the Plaintiffs intend to produce or file in the Proceedings any documents or other information provided by 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(2) of the Settlement Agreement," 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 intervene for the purposes of obtaining a sealing or confidentiality order or similar relief. If a Settling Defendant intervenes for this purpose, the Plaintiffs and Class Counsel shall not oppose a motion to intervene made by the Settling Defendants for this purpose.

(3) In the event that a Person applies for an order requiring the Plaintiffs to disclose or produce any documents or other information provided by the Settling Defendants as cooperation under this Settlement Agreement which, at the time of being provided, were marked or designated by the Settling Defendants as "Confidential – Subject to Procedure Under Section 4.2(2) of the Settlement Agreement," Class Counsel shall notify the Settling Defendants of such application promptly upon becoming aware of it in order that the Settling Defendants may intervene to oppose such disclosure or production. In no circumstances shall the Plaintiffs or Class Counsel apply for or consent to such an application for disclosure or production.

Section 5 - Opting-Out

5.1 Procedure

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

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

(3) An election to opt-out will only be valid if it is postmarked on or before the Opt-Out Deadline to the designated address in the notice described in Section 11.1(1). Where the postmark is not visible or legible, the election to opt-out shall be deemed to have been postmarked four (4) business days prior to the date that it is received by Class Counsel.

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

- (a) the Person's full name, current address and telephone number;
- (b) if the Person seeking to opt-out is a corporation, the name of the corporation and the position of the Person submitting the request to opt-out on behalf of the corporation;
- (c) a statement to the effect that the Person wishes to be excluded from the Proceedings; and
- (d) the reasons for opting out.

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

(6) Within thirty (30) days of the Opt-Out Deadline, Ontario Counsel shall provide to the Settling Defendants a report containing the names of each Person who has validly and timely opted out of the Proceedings, the reasons for the opt-out, if known, and a summary of the information delivered by such Person pursuant to this Section 5.1. The 30-day time period specified in Section 6.1 commences the date this report is provided to each Counsel for the Settling Defendants.

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

(8) The Plaintiffs through their respective Class Counsel expressly waive their right 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 Settlement Class;
- (b) any Court declines to dismiss or declare settled out of court the Proceedings against the Settling Defendants who are named as defendants in the relevant Proceeding;
- (c) any Court declines to approve this Settlement Agreement or any material part hereof;
- (d) any Court approves this Settlement Agreement in a materially modified form;
- (e) any Court issues a settlement approval order that is materially inconsistent with the terms of the Settlement Agreement or not substantially in the form attached to this Settlement Agreement as Schedule C;
- (f) any orders approving this Settlement Agreement made by the Ontario Court, the BC Court or the Quebec Court do not become Final Orders;
- (g) the orders for preliminary approval of the U.S. Settlement Agreements do not become Final U.S. Orders; or
- (h) any of the Opt-Out Thresholds are met or exceeded;

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

(2) Except as provided for in Section 6.4, if one or both Settling Defendant(s) or the Plaintiffs exercise their right to terminate, the Settlement Agreement shall be null and void and have no further force or effect, and shall not be binding on the terminating Parties, and shall not be used as evidence or otherwise in any litigation. For the avoidance of doubt, this Settlement Agreement may be terminated with respect to the Plaintiffs and one or both Settling Defendants. For instance, the Plaintiffs may terminate this Settlement Agreement with respect to one or both Settling Defendants, and the termination

of this Settlement Agreement by one Settling Defendant shall not affect the status of this Settlement Agreement with respect to the other Settling Defendant.

- (3) Any order, ruling or determination made by any Court with respect to:
 - (a) the opt-out process;
 - (b) Class Counsel Fees or Class Counsel Disbursements; or
 - (c) documentary confidentiality as provided in Section 4.2(2) above,

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

6.2 If Settlement Agreement is Terminated

(1) If this Settlement Agreement is not approved, is terminated in accordance with its terms by the Plaintiffs (acting as a group) or the Settling Defendant(s) or otherwise fails to take effect for any reason:

- (a) no motion to certify or authorize any of the Proceedings as a class proceeding on the basis of this Settlement Agreement, or to approve this Settlement Agreement, which has not been decided, shall proceed;
- (b) any order certifying or authorizing a Proceeding as a class proceeding on the basis of the Settlement Agreement or approving this Settlement Agreement shall be set aside and declared null and void and of no force or effect, and anyone shall be estopped from asserting otherwise;
- (c) any prior certification or authorization of a Proceeding as a class proceeding on the basis of this Settlement Agreement, including the definitions of the Settlement Class and the Common Issue pursuant to this Settlement Agreement, shall be without prejudice to any position that any of the Parties or Releasees may later take on any issue in the Proceedings or any other litigation;
- (d) within ten (10) days of such termination having occurred, Class Counsel shall destroy all documents or other materials provided by the Settling Defendant(s) under this Settlement Agreement or containing or reflecting information derived from such documents or other materials received from the Settling Defendant(s) and, to the extent Class Counsel has

disclosed any documents or information provided by the Settling Defendant(s) to any other Person, shall recover and destroy such documents or information. Class Counsel shall provide Counsel to the Settling Defendant(s) 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 Defendant(s), or received from the Settling Defendant(s) 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;

- (e) Lear may reinstitute the Canadian Bankruptcy Motion pending before the Ontario Court; and
- (f) KL Sales may pursue motions for summary judgment, in accordance with the applicable rules of court.

6.3 Allocation of Settlement Amount Following Termination

(1) If the Settlement Agreement is terminated, Siskinds LLP shall, within thirty (30) business days of the written notice advising that the Settlement Agreement has been terminated in accordance with its terms, return to each Settling Defendant(s) the amount it has paid to Siskinds LLP (being either the deposit or Settlement Amount, as applicable), plus all accrued interest thereon and less any costs incurred with respect to the notices required by Section 11.1(1), and any costs of translation required by Section 14.12, which notice and translation costs shall not exceed CDN\$125,000, plus applicable taxes. The costs of notice and translation, plus applicable taxes, will be calculated pro rata to each Settling Defendants' contribution to the Settlement Amount. For the avoidance of doubt, if this Settlement Agreement is terminated with respect to only one but not both of the Settling Defendant, this section 6.3 shall only apply as between the terminating Parties.

6.4 Survival of Provisions After Termination

(1) If this Settlement Agreement is terminated or otherwise fails to take effect for any reason, the provisions of Sections 3.2(3), 4.1(4)(b), 6.1(2), 6.2, 6.3, 9.1, 9.2, 11.1(3), 12.2(3) and 12.2(4), and the

definitions and Schedules applicable thereto shall survive the termination and continue in full force and effect. The definitions and Schedules shall survive only for the limited purpose of the interpretation of Sections 3.2, 6.2(1), 6.3, 9.1, 9.2 and 12.2(4) within the meaning of this Settlement Agreement, but for no other purposes. All other provisions of this Settlement Agreement and all other obligations pursuant to this Settlement Agreement shall cease immediately.

Section 7 - Releases and Dismissals

7.1 Release of Releasees

(1) Upon the Effective Date, subject to Section 7.3, and in consideration of payment of the Settlement Amount and for other valuable consideration set forth in the Settlement Agreement, the Releasors forever and absolutely release and forever discharge the Releasees from the Released Claims that any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have.

7.2 Release by Releasees

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

7.3 Covenant Not To Sue

(1) 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 covenant and undertake not to make any claim in any way or to threaten, commence, participate in or continue any proceeding in any jurisdiction against the Releasees in respect of or in relation to the Released Claims.

7.4 No Further Claims

(1) Upon the Effective Date, the Releasors shall not now or hereafter institute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other Person, any action, suit, cause of action, claim or demand against any Releasee, or any other Person who may claim contribution or indemnity or other claims over relief from any Releasee, in respect of any Released Claim, except for the continuation of the Proceedings against the Non-Settling Defendants or unnamed alleged co-conspirators that are not Releasees or, if the Proceedings are not

certified or authorized, the continuation of the claims asserted in the Proceedings on an individual basis or otherwise against any Non-Settling Defendant or unnamed co-conspirator that is not a Releasee. For greater certainty and without limiting the generality of the foregoing, the Releasers shall not assert or pursue a Released Claim, against any Releasee under the laws of any foreign jurisdiction.

7.5 Dismissal of the Proceedings

(1) Upon the Effective Date, the Ontario Action and BC Action shall be dismissed with prejudice and without costs as against the Releasees who are named as Defendants.

(2) Upon the Effective Date, the Quebec Action shall be settled without costs and without reservation, and the Parties shall sign and file a declaration of settlement out of court with the Quebec Court.

(3) Upon the Effective Date, Lear will abandon the Canadian Bankruptcy Motion pending in the Ontario Court.

7.6 Dismissal of Other Actions

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

(2) Upon the Effective Date, all Other Actions commenced in British Columbia or Ontario by any Settlement Class Member shall be dismissed against the Releasees, without costs and with prejudice.

(3) Each member of the Quebec Settlement Class who makes a claim under this Settlement Agreement shall be deemed to irrevocably consent to the dismissal, without costs and without reservation, of his, her or its Other Actions against the Releasees.

(4) Each Other Action commenced in Quebec by a member of the Quebec Settlement Class who makes a claim under this Settlement Agreement shall be dismissed as against the Releasees, without costs and without reservation.

7.7 Material Term

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

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

8.1 Ontario and British Columbia Bar Order

(1) Bar orders shall be sought from the Ontario Court and the BC Court providing for the following:

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

i. all claims for contribution, indemnity or other claims over, whether asserted, unasserted or asserted in a representative capacity, inclusive of interest, taxes and costs, relating to the Released Claims, which were or could have been brought in the Proceedings, or otherwise, by any Non-Settling Defendant, any named or unnamed co-conspirator that is not a Releasee or any other Person or party against a Releasee, or by a Releasee against any Non-Settling Defendant or any named or unnamed co-conspirator that is not a Releasee, are barred, prohibited and enjoined in accordance with the terms of this Section (unless such claim is made in respect of a claim by a Person who has validly opted out of the Proceedings);

ii. the Ontario and BC Plaintiffs and Settlement Class Members shall not be entitled to claim or recover from the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee that portion of any damages (including punitive damages, if any), restitutionary award, disgorgement of profits, interest and costs (including investigative costs claimed pursuant to section 36 of the *Competition Act*) that corresponds to the Proportionate Liability of the Releasees proven at trial or otherwise;

iii. the Ontario and BC Plaintiffs and Settlement Class Members shall limit their claims against the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee to include, and shall be entitled to recover from the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee, only such claims for damages (including punitive damages, if any), restitutionary award, disgorgement of profits, costs, and interest attributable to the aggregate of the several liability of the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee to the Ontario and BC Plaintiffs and Settlement Class Members, if any, and, for greater certainty, the Ontario and BC Settlement Class Members shall be entitled to claim and recover on a joint and several basis as between the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee, to the extent provided by law; and

iv. the Ontario and BC Courts shall have full authority to determine the Proportionate Liability of the Releasees at the trial or other disposition of the relevant Proceeding, whether or not the Releasees remain in the relevant Proceeding or appear at the trial or other disposition, and the Proportionate Liability of the Releasees shall be determined as if the Releasees are parties to the relevant Proceeding and any determination by the Court in respect of the Proportionate Liability of the Releasees shall only apply in the relevant Proceeding and shall not be binding on the Releasees in any other proceeding;

(b) a Non-Settling Defendant may, on motion to the Ontario Court or the BC Court, as appropriate, determined as if the Settling Defendants remained parties to the relevant Proceeding, and on at least ten (10) days' notice to Counsel for the Settling Defendants, and not to be brought unless and until the relevant Proceeding against the Non-Settling Defendants has been certified and all appeals or times to appeal have been exhausted, seek Orders for the following:

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

8.2 Quebec Waiver or Renunciation of Solidarity Order

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

- (a) the Quebec Petitioners and the Settlement Class Members in the Quebec Actions 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 Petitioners and the Settlement Class Members in the Quebec Actions shall henceforth only be able to claim and recover damages, including punitive damages, interest and costs (including investigative costs claimed pursuant to s. 36 of the *Competition Act*) attributable to the conduct of the Non-Settling Defendants, the sales by the Non-Settling Defendants, and/or other applicable measure of proportionate liability of the Non-Settling Defendants;
- (c) any claims in warranty or any other claim or joinder of parties to obtain any contribution or indemnity from the Releasees or relating to the Released Claims shall be inadmissible and void in the context of the Quebec Actions; and
- (d) the ability of Non-Settling Defendants to seek discovery from a Settling Defendant shall be determined according to the provisions of the *Code of Civil Procedure*, and the Settling Defendants shall retain and reserve all of their rights to oppose such discovery under the *Code of Civil Procedure*.

8.3 Claims Against Other Entities Reserved

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

8.4 Material Term

(1) The Parties acknowledge that the bar orders and reservations of rights contemplated in this Section shall be considered a material term of the Settlement Agreement and the failure of any Court to approve the bar orders 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, and any and all negotiations, documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be deemed, construed, or interpreted to be an admission of any violation of any statute or law, or of any wrongdoing or liability by the Releasees, or of the truth of any of the claims or allegations contained in the Proceedings, or any other pleading filed by the Plaintiffs.

9.2 Agreement Not Evidence

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

9.3 No Further Litigation

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

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

Section 10 - Certification or Authorization for Settlement Only

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

(2) The Plaintiffs agree that, in the motions for certification or authorization of the Proceedings as class proceedings for settlement purposes and for the approval of this Settlement Agreement, the only common issue that they will seek to define is the Common Issue and the only classes that they will assert are the Settlement Classes.

(3) The Parties agree that the certification or authorization of the Proceedings as against the Settling Defendants for the purpose of implementing this Settlement Agreement, shall not derogate in any way from the rights of the Plaintiffs as against the Non-Settling Defendants, except as expressly set out in this Settlement Agreement.

Section 11- Notice to Settlement Classes

11.1 Notices Required

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

(2) The proposed Settlement Classes shall also be given a notice of approval of the Settlement Agreement.

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

11.2 Form and Distribution of Notices

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

Section 12 - Administration and Implementation

12.1 Mechanics of Administration

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

12.2 Information and Assistance

- (1) The Settling Defendants will make best efforts to provide to Class Counsel a list of the names and addresses of Persons in Canada who purchased Automotive Wire Harness Systems directly from Lear and KL Sales during the Class Period, to the extent such information is reasonably available in its records, such data is reasonably accessible, and to the extent not previously provided. Where possible and applicable, the Settling Defendants will make reasonable efforts to provide the name of the corporate contact person for each Person in Canada who purchased Automotive Wire Harness Systems directly from Lear and KL Sales during the Class Period. In the event that the litigation is finally resolved as against all Defendants in the applicable Proceeding and Class Counsel has not received the transaction data from the Settling Defendants pursuant to Sections 4.1(1)(a) and 4.1(1)(b) of this Settlement Agreement, the Settling Defendants agree to provide such data within thirty (30) days of the date of the final judgment in the Proceeding.
- (2) The name and address information required by Section 12.2(1) shall be delivered to Class Counsel within thirty (30) days of the Date of Execution or at a time mutually agreed upon by the Parties. The corporate contact person information required by Section 12.2(1) shall be delivered to Class Counsel within thirty (30) days of the Effective Date.

- (3) Class Counsel may use the information provided under Section 12.2(1):
- (a) to facilitate the dissemination of the notices required in Section 11.1;
 - (b) to advise Persons in Canada who purchased Automotive Wire Harness Systems from the Releasees during the Class Period of any subsequent settlement agreement reached in the Proceedings, any related approval hearings, and any other major steps in the Proceedings;
 - (c) to facilitate the claims administration process with respect to 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 any Court-appointed claims administrator, to the extent reasonably necessary for the purposes enumerated in Section 12.2(3). Any Court-appointed notice provider and/or any Court appointed claims administrator shall be bound by the same confidentiality obligations set out in Section 4. If this Settlement Agreement is terminated, all information provided by the Settling Defendants pursuant to Section 12.2(1) shall be dealt with in accordance with Section 6.2(1)(d) and no record of the information so provided shall be retained by Class Counsel in any form whatsoever.
- (5) The Settling Defendants will make themselves reasonably available to respond to questions respecting the information provided pursuant to Section 12.2(1) from Class Counsel or any Court-appointed notice provider and/or Court-appointed claims administrator. The Settling Defendants' obligations to make themselves reasonably available to respond to questions as particularized in this Section shall not be affected by the release provisions contained in Section 7 of this Settlement Agreement. Unless this Settling 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 - Class Counsel Fees, Disbursements and Administration Expenses

- (1) The Settling Defendants shall not be liable for any fees, disbursements or taxes of any of Class Counsel's, the Plaintiffs' or Settlement Class Members' respective lawyers, experts, advisors, agents, or representatives.
- (2) Siskinds LLP shall pay the costs of the notices required by Section 11 and any costs of translation required by Section 14.12 from the Trust Account, as they become due. The Releasees shall not have any responsibility for the costs of the notices or translation.
- (3) Class Counsel may seek the Courts' approval to pay Class Counsel Disbursements and Class Counsel Fees contemporaneous with seeking approval of this Settlement Agreement. Class Counsel Disbursements and Class Counsel Fees shall be reimbursed and paid solely out of the Settlement Fund after the Effective Date. No Class Counsel Fees shall be paid from the Settlement Fund prior to the Effective Date.
- (4) Except as provided herein, Administration Expenses may only be paid out of the Trust Account after the Effective Date.
- (5) In the event that some of the funds remain in the Trust Account after payment of Class Counsel Disbursements, Class Counsel Fees and Administrative Expenses, Class Counsel shall seek direction from the Ontario Court regarding the distribution of the remaining funds.
- (6) The Settling Defendants shall not be liable for any fees, disbursements or taxes of any of the lawyers, experts, advisors, agents, or representatives retained by Class Counsel, the Plaintiffs or the Settlement Class Members, any amounts to which the Fonds d'aide aux recours collectifs in Quebec may be entitled, or any lien of any Person on any payment to any Settlement Class Member from the Settlement Amount.

Section 14 - Miscellaneous

14.1 Motions for Directions

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

Class, the Quebec Actions and/or members of the Quebec Settlement Class shall be determined by the Ontario Court.

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

14.2 Releasees Have No Liability for Administration

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

14.3 Headings, etc.

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

14.4 Computation of Time

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

14.5 Ongoing Jurisdiction

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

(2) No Party shall ask a Court to make any order or give any direction in respect of any matter of shared jurisdiction unless that order or direction is conditional upon a complementary order or direction being made or given by the other Court(s) with which it shares jurisdiction over that matter.

(3) Notwithstanding Section 14.5(1) and (2), the Ontario Court shall exercise jurisdiction with respect to implementation, administration, interpretation and enforcement of the terms of this Settlement Agreement, and the Plaintiffs, Settlement Class Members and Settling Defendants attorn to the jurisdiction of the Ontario Court for such purposes. Issues related to the administration of this Settlement Agreement, the Trust Account, and other matters not specifically related to the claim of a Settlement Class Member in the BC Action or the Quebec Actions shall be determined by the Ontario Court.

14.6 Governing Law

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

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

14.7 Entire Agreement

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

14.8 Amendments

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

14.9 Binding Effect

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

successors and assigns. Without limiting the generality of the foregoing, each and every covenant and agreement made by the Plaintiffs shall be binding upon all Releasors and each and every covenant and agreement made by the Settling Defendants shall be binding upon all of the Releasees.

14.10 Counterparts

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

14.11 Negotiated Agreement

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

14.12 Language

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

14.13 Transaction

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

14.14 Recitals

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

14.15 Schedules

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

14.16 Acknowledgements

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

14.17 Authorized Signatures

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

14.18 Notice

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

For the Plaintiffs and for Class Counsel in the Proceedings:

Charles M. Wright and Linda Visser
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Barristers and Solicitors
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Fax: 519.672.6065
Email: charles.wright@siskinds.com
linda.visser@siskinds.com

David Sterns and Jean Marc Leclerc
SOTOS LLP
Barristers and Solicitors
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Fax: 416.977.0717
Email: dsterns@sotosllp.com
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For Lear:

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For KL Sales:

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Tel: 416.865.2860
Fax: 416.865.2852
Email: mjilesen@litigate.com
rbucholz@litigate.com

14.19 Date of Execution

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

[signature pages to follow]

FADY SAMAHA on his own behalf and on behalf of the Settlement Class, by his counsel

Name of Authorized Signatory:

Fady Samaha

Signature of Authorized Signatory:

[Signature]

Siskinds LLP
Ontario Counsel

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

Name of Authorized Signatory:

JEAN-MARC WOCLERC

Signature of Authorized Signatory:

[Signature]

Solos LLP
Ontario Counsel

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

Name of Authorized Signatory:

Linda Visser

Signature of Authorized Signatory:

[Signature]

Camp Fiorante Matthews Mogerman
BC Counsel

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

Name of Authorized Signatory:

Linda Visser

Signature of Authorized Signatory:

[Signature]

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

9143-5891 QUEBEC INC., on its own behalf and on behalf of the Settlement Class,
by its counsel

Name of Authorized Signatory:

John L. Macdonald

Signature of Authorized Signatory:

[Signature]

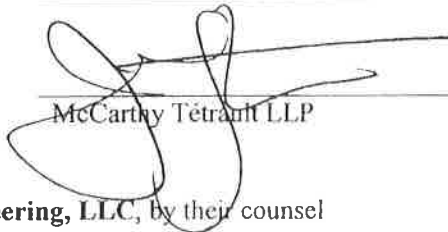
Consumer Law Group Inc.
Quebec Counsel

Lear Corporation, by their counsel

Name of Authorized Signatory:

Jill Yates

Signature of Authorized Signatory:

A handwritten signature in black ink, appearing to read 'Jill Yates', is written over a horizontal line. Below the signature, the text 'McCarthy Tétrault LLP' is printed.

McCarthy Tétrault LLP

Kyungshing-Lear Sales and Engineering, LLC, by their counsel

Name of Authorized Signatory:

Signature of Authorized Signatory:

Lenczner Slaght Royce Smith Griffin LLP

Lear Corporation, by their counsel

Name of Authorized Signatory: _____

Signature of Authorized Signatory: _____

McCarthy Tétrault LLP

Kyungshing-Lear Sales and Engineering, LLC, by their counsel

Name of Authorized Signatory: _____

Signature of Authorized Signatory: _____

Landzner Slight Royce Smith Griffin LLP

SCHEDULE "A"

Proceedings

Court and File No.	Plaintiffs' Counsel	Plaintiff	Named Defendants	Settlement Class
Ontario Action				
Ontario Superior Court of Justice Court File No. CV-12-44673700CP	Siskinds LLP and Sotos LP	Sheridan Chevrolet Cadillac Ltd., Pickering Auto Mall Ltd. and Fady Samaha,	Furukawa Electric Co. Ltd., American Furukawa Inc., Fujikura Ltd., Fujikura America Inc., Lear Corporation, Leoni AG, Leoni Kabel GMBH, Sumitomo Electric Industries, Ltd., Sews Canada Ltd., Yazaki Corporation, Yazaki North America, Inc., Denso Corporation, Denso International America, Inc., Techma Corporation, Denso Manufacturing Canada, Inc., Denso Sales Canada, Inc., Kyungshin-Lear Sales and Engineering, LLC, Leoni Wiring Systems, Inc., Leonische Holding, Inc., Leoni Wire Inc., Leoni Elocab Ltd., Sumitomo Electric Wintec America, Inc., Sumitomo Wiring Systems, Ltd., Sumitomo Electric Wiring Systems, Inc., K&S Wiring Systems, Inc., Sumitomo Wiring Systems (U.S.A.), Inc., S-Y Systems Technologies Europe, GmbH, Tokai Rika Co., Ltd., TRAM, Inc., TRQSS, Inc., G.S. Electech, Inc., G.S.W. Manufacturing, Inc., G.S. Wiring Systems Inc., Continental AG, Continental Automotive Systems US, Inc., Continental Tire Canada, Inc. (formerly known as Continental Automotive Canada, Inc.), Fujikura Automotive America LLC and Leoni Bordnetz-Systeme GMBH	All Persons in Canada who, during the Class Period, (a) purchased, directly or indirectly, an Automotive Wire Harness System; and/or (b) purchased or leased, directly or indirectly, a new or used automotive vehicle containing an Automotive Wire Harness System; and/or (c) purchased for import into Canada, a new or used automotive vehicle containing an Automotive Wire Harness System. Excluded Persons and Persons who are included in the Quebec Settlement Class and the BC Settlement Class are excluded from the Ontario Settlement Class.

Court and File No.	Plaintiffs' Counsel	Plaintiff	Named Defendants	Settlement Class
BC Action				
British Columbia Supreme Court File No. S-132353 (Vancouver Registry)	Camp Fiorante Matthews Mogerman	Darren Ewert	Denso Corp.; Denso International America Inc.; Techma Corporation; Denso Manufacturing Canada, Inc.; Denso Sales Canada, Inc.; Fujikura Ltd.; Fujikura America, Inc.; Furukawa Electric Co., Ltd.; American Furukawa, Inc.; Lear Corp.; Kyungshin-Lear Sales and Engineering, LLC; Leoni AG; Leoni Wiring Systems, Inc.; Leonische Holdings, Inc.; Leoni Kabel GmbH; Leoni Wire Inc.; Leoni Elocab Ltd.; Sumitomo Electric Industries, Ltd.; Sumitomo Wiring Systems, Ltd.; Sumitomo Electric Wiring Systems, Inc.; K&S Wiring Systems, Inc.; Sumitomo Wiring Systems (U.S.A.) Inc.; Sumitomo Electric Wintec America, Inc.; S-Y Systems Technologies Europe GmbH; Yazaki Corporation; Yazaki North America Inc.; TRAM, Inc.; Tokai Rika Co., Ltd.; TRQSS, Inc.; G.S. Electech, Inc.; G.S. Wiring Systems Inc.; G.S.W. Manufacturing, Inc.	All Persons in British Columbia who, during the Class Period, (a) purchased, directly or indirectly, an Automotive Wire Harness System; and/or (b) purchased or leased, directly or indirectly, a new or used automotive vehicle containing an Automotive Wire Harness System; and/or (c) purchased for import into Canada, a new or used automotive vehicle containing an Automotive Wire Harness System. Excluded Persons are excluded from the BC Settlement Class.
Quebec Actions				
Superior Court of Quebec (district of Québec), File No. 200-06-000147-127	Siskinds Desmuelles s.e.n.c.r.l.	M. Serge Asselin and M. Gaëtan Roy	Delphi Automotive LLP; Furukawa Electronic Co Ltd.; Lear Corporation; Leoni AG; Sumitomo Electric Industries Ltd.; S-Y Systems Technologies GMBH; Yazaki Corporation; Yazaki North America Inc.	All (i) individuals in Quebec and (ii) legal Persons resident in Quebec established for a private interest, partnership or association which had under its direction or control no more than 50 Persons bound to it by a contract of employment who, during the Class Period, (a) purchased, directly or indirectly, an Automotive Wire Harness System; and or (b) purchased or leased, directly or indirectly, a new or used automotive vehicle containing an Automotive Wire Harness System; and/or (c) purchased for import into Canada, a new or used automotive vehicle containing an Automotive Wire Harness System. Excluded Persons are excluded from the Quebec Settlement Class.

Court and File No.	Plaintiffs' Counsel	Plaintiff	Named Defendants	Settlement Class
Superior Court of Quebec (district of Québec), File No. 500-06-000606-125	Consumer Law Group Inc.	9143-5891 Quebec Inc.	Delphi Automotive LLP; Furukawa Electronic Co Ltd.; American Furukawa Inc.; Fujikura Ltd.; Fujikura America Inc.; Lear Corporation; Leoni AG; Leoni Kabel GmbH, Sumitomo Electric Industries Ltd.; S-Y Systems Technologies GmbH; Yazaki Corporation; Yazaki North America Inc.	All (i) individuals in Quebec and (ii) legal Persons resident in Quebec established for a private interest, partnership or association which had under its direction or control no more than 50 Persons bound to it by a contract of employment who, during the Class Period, (a) purchased, directly or indirectly, an Automotive Wire Harness System; and/or (b) purchased or leased, directly or indirectly, a new or used automotive vehicle containing an Automotive Wire Harness System; and/or (c) purchased for import into Canada, a new or used automotive vehicle containing an Automotive Wire Harness System. Excluded Persons are excluded from the Quebec Settlement Class.

SCHEDULE "B"

Court File No. CV-12-44673700CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

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

BETWEEN:

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

Plaintiffs

- and -

FURUKAWA ELECTRIC CO. LTD., AMERICAN FURUKAWA INC., FUJIKURA LTD., FUJIKURA AMERICA INC., LEAR CORPORATION, LEONI AG, LEONI KABEL GMBH, SUMITOMO ELECTRIC INDUSTRIES, LTD., SEWS CANADA LTD., YAZAKI CORPORATION, YAZAKI NORTH AMERICA, INC., DENSO CORPORATION, DENSO INTERNATIONAL AMERICA, INC., TECHMA CORPORATION, DENSO MANUFACTURING CANADA, INC., DENSO SALES CANADA, INC., KYUNGSHIN-LEAR SALES AND ENGINEERING, LLC, LEONI WIRING SYSTEMS, INC., LEONISCHE HOLDING, INC., LEONI WIRE INC., LEONI ELOCAB LTD., SUMITOMO ELECTRIC WINTEC AMERICA, INC., SUMITOMO WIRING SYSTEMS, LTD., SUMITOMO ELECTRIC WIRING SYSTEMS, INC., K&S WIRING SYSTEMS, INC., SUMITOMO WIRING SYSTEMS (U.S.A.), INC., S-Y SYSTEMS TECHNOLOGIES EUROPE, GMBH, TOKAI RIKI CO., LTD., TRAM, INC., TRQSS, INC., G.S. ELECTECH, INC., G.S.W. MANUFACTURING, INC., G.S. WIRING SYSTEMS INC., CONTINENTAL AG, CONTINENTAL AUTOMOTIVE SYSTEMS US, INC., CONTINENTAL TIRE CANADA, INC. (FORMERLY KNOWN AS CONTINENTAL AUTOMOTIVE CANADA, INC.), FUJIKURA AUTOMOTIVE AMERICA LLC and LEONI BORDNETZ-SYSTEME GMBH

Defendants

Proceeding under the *Class Proceedings Act, 1992*

ORDER

THIS MOTION made by the Plaintiffs for an Order approving the short-form and long-form notices of settlement approval hearings and the method of dissemination of said notices, and certifying this proceeding as a class proceeding for settlement purposes as against Lear Corporation and Kyungshin-

Lear Sales and Engineering, LLC (the "Settling Defendants") was heard this day at the Courthouse, 330 University Avenue, Toronto, Ontario.

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

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

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

1. THIS COURT ORDERS that for the purposes of this Order, except to the extent that they are modified in this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.
2. THIS COURT ORDERS that the 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 "D" and that the notices of settlement approval hearing shall be disseminated in accordance with the Plan of Dissemination.
4. THIS COURT ORDERS that ● is appointed to disseminate the short-form and long-form notices of settlement approval hearing in accordance with the terms of this Order.
5. THIS COURT ORDERS that the Ontario Action is certified as a class proceeding as against the Settling Defendants for settlement purposes only.
6. THIS COURT ORDERS that the "Ontario Settlement Class" is certified as follows:

All Persons in Canada who, during the Class Period, (a) purchased, directly or indirectly, an Automotive Wire Harness System in Canada; and/or (b) purchased or leased, directly or indirectly, a new or used automotive vehicle containing an Automotive Wire Harness System in

Canada; and/or (c) purchased for import into Canada, a new or used automotive vehicle containing an Automotive Wire Harness System. Excluded Persons and Persons who are included in the Quebec Settlement Class and the BC Settlement Class are excluded from the Ontario Settlement Class.

7. THIS COURT ORDERS that Sheridan Chevrolet Cadillac Ltd., Pickering Auto Mall Ltd., and Fady Samaha are appointed as the representative plaintiffs for the Ontario Settlement Class.

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

Did the Settling Defendants conspire to fix, raise, maintain, or stabilize the prices of Automotive Wire Harness Systems in Canada and elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?

9. THIS COURT ORDERS that the certification of the Ontario Action as against the Settling Defendants for settlement purposes pursuant to this Order, including the definition of the Ontario Settlement Class and the Common Issue, is without prejudice to the rights and defences of the Non-Settling Defendants in connection with the ongoing Ontario Action.

10. THIS COURT ORDERS that putative members of the Ontario Settlement Class can opt out of the Ontario Action by sending a written request to opt out to Ontario Counsel, postmarked on or before the date that is sixty (60) days from the date of the first publication of the publication notice of settlement approval hearings attached hereto as Schedule "C". The written election to opt out must include the information specified in the long-form notice of settlement approval hearing attached hereto as Schedule "D".

11. THIS COURT ORDERS that where the postmark is not visible or legible, the election to opt-out shall be deemed to have been postmarked four (4) business days prior to the date that it is received by Ontario Counsel.

12. THIS COURT ORDERS that any putative member of the Ontario Settlement Class who validly opts out of the Ontario action shall not be able to participate in the Ontario action and no further right to opt out of the Ontario action will be provided.

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

Date:

The Honourable Justice Belobaba

SCHEDULE "C"

Court File No. CV-12-44673700CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

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

BETWEEN:

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

Plaintiffs

- and -

FURUKAWA ELECTRIC CO. LTD., AMERICAN FURUKAWA INC., FUJIKURA LTD., FUJIKURA
AMERICA INC., LEAR CORPORATION, LEONI AG, LEONI KABEL GMBH, SUMITOMO
ELECTRIC INDUSTRIES, LTD., SEWS CANADA LTD., YAZAKI CORPORATION, YAZAKI
NORTH AMERICA, INC., DENSO CORPORATION, DENSO INTERNATIONAL AMERICA, INC.,
TECHMA CORPORATION, DENSO MANUFACTURING CANADA, INC., DENSO SALES
CANADA, INC., KYUNGSHIN-LEAR SALES AND ENGINEERING, LLC, LEONI WIRING
SYSTEMS, INC., LEONISCHE HOLDING, INC., LEONI WIRE INC., LEONI ELOCAB LTD.,
SUMITOMO ELECTRIC WINTEC AMERICA, INC., SUMITOMO WIRING SYSTEMS, LTD.,
SUMITOMO ELECTRIC WIRING SYSTEMS, INC., K&S WIRING SYSTEMS, INC., SUMITOMO
WIRING SYSTEMS (U.S.A.), INC., S-Y SYSTEMS TECHNOLOGIES EUROPE, GMBH, TOKAI
RIKA CO., LTD., TRAM, INC., TRQSS, INC., G.S. ELECTECH, INC., G.S.W. MANUFACTURING
INC., G.S. WIRING SYSTEMS INC., CONTINENTAL AG, CONTINENTAL AUTOMOTIVE
SYSTEMS US, INC., CONTINENTAL TIRE CANADA, INC. (FORMERLY KNOWN AS
CONTINENTAL AUTOMOTIVE CANADA, INC.), FUJIKURA AUTOMOTIVE AMERICA LLC and
LEONI BORDNETZ-SYSTEME GMBH

Defendants

Proceeding under the *Class Proceedings Act, 1992*

ORDER

THIS MOTION made by the Plaintiffs for an Order approving the settlement agreement entered
into with the Defendants Lear Corporation and Kyungshin-Lear Sales and Engineering, LLC (the

“Settling Defendants”) and dismissing this action as against the Settling Defendants, was heard this day at 330 University Avenue, Toronto, Ontario.

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

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

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

1. THIS COURT ORDERS that, in addition to the definitions used elsewhere in this Order, for the purposes of this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.
2. THIS COURT ORDERS that in the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail.
3. THIS COURT ORDERS that this Order, including the Settlement Agreement, is binding upon each member of the Ontario Settlement Class including those Persons who are minors or mentally incapable and the requirements of Rules 7.04(1) and 7.08(4) of the *Rules of Civil Procedure* are dispensed with in respect of the Ontario Action.
4. THIS COURT ORDERS that the Settlement Agreement is fair, reasonable and in the best interests of the Ontario Settlement Class.
5. THIS COURT ORDERS that the Settlement Agreement is hereby approved pursuant to s. 29 of the *Class Proceedings Act, 1992* and shall be implemented and enforced in accordance with its terms.
6. THIS COURT ORDERS that, upon the Effective Date, each member of the Ontario Settlement Class shall consent and shall be deemed to have consented to the dismissal as against the Releasees of any Other Actions he, she or it has commenced, without costs and with prejudice.

7. THIS COURT ORDERS that, upon the Effective Date, each Other Action commenced in Ontario by any member of the Ontario Settlement Class shall be and is hereby dismissed against the Releasees, without costs and with prejudice.
8. THIS COURT ORDERS that, upon the Effective Date, subject to paragraph 10, each Releasor has released and shall be conclusively deemed to have forever and absolutely released the Releasees from the Released Claims.
9. THIS COURT ORDERS that, upon the Effective Date, the Releasors shall not now or hereafter institute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other Person, any action, suit, cause of action, claim or demand against any Releasee, or any other Person who may claim contribution or indemnity or other claims over relief from any Releasee, in respect of any Released Claim except for the continuation of the Proceedings against the Non-Settling Defendants or unnamed alleged co-conspirators that are not Releasees or, if the Proceedings are not certified or authorized, the continuation of the claims asserted in the Proceedings on an individual basis or otherwise against any Non-Settling Defendant or unnamed co-conspirator that is not a Releasee.
10. THIS COURT ORDERS that the use of the terms "Releasors" and "Released Claims" in this Order does not constitute a release of claims by those members of the Ontario Settlement Class who are resident in any province or territory where the release of one tortfeasor is a release of all tortfeasors.
11. THIS COURT ORDERS that, upon the Effective Date, each member of the Ontario Settlement Class who is resident in any province or territory where the release of one tortfeasor is a release of all tortfeasors covenants and undertakes not to make any claim in any way nor to threaten, commence, participate in or continue any proceeding in any jurisdiction against the Releasees in respect of or in relation to the Released Claims.
12. THIS COURT ORDERS that if this Court ultimately determines that there is a right of contribution and indemnity or other claim over, whether in equity or in law, by statute or otherwise:
 - (a) all claims for contribution, indemnity or other claims over, whether asserted, unasserted or asserted in a representative capacity, inclusive of interest, taxes and costs, relating to

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

- (b) the Ontario Plaintiffs and Ontario Settlement Class Members shall not be entitled to claim or recover from the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee that portion of any damages (including punitive damages, if any), restitutionary award, disgorgement of profits, interest and costs (including investigative costs claimed pursuant to section 36 of the *Competition Act*) that corresponds to the Proportionate Liability of the Releasees proven at trial or otherwise;
- (c) the Ontario Plaintiffs and Ontario Settlement Class Members shall limit their claims against the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee to include, and shall be entitled to recover from the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee, only such claims for damages (including punitive damages, if any), restitutionary award, disgorgement of profits, costs, and interest attributable to the aggregate of the several liability of the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee to the Ontario Plaintiffs and Ontario Settlement Class Members, if any, and, for greater certainty, the Ontario Settlement Class Members shall be entitled to claim and recover on a joint and several basis as between the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee, to the extent provided by law; and
- (d) this Court shall have full authority to determine the Proportionate Liability of the Releasees at the trial or other disposition of the Ontario Action, whether or not the Releasees remain in the Ontario Action or appear at the trial or other disposition, and the Proportionate Liability of the Releasees shall be determined as if the Releasees are parties to the Ontario Action and any determination by this Court in respect of the Proportionate

Liability of the Releasees shall only apply in the Ontario Action and shall not be binding on the Releasees in any other proceeding.

13. THIS COURT ORDERS that if, in the absence of paragraph 12 hereof, the Non-Settling Defendants would not have the right to make claims for contribution and indemnity or other claims over, whether in equity or in law, by statute or otherwise, from or against the Releasees, then nothing in this Order is intended to or shall limit, restrict or affect any arguments which the Non-Settling Defendants may make regarding the reduction of any assessment of damages, restitutionary award, disgorgement of profits or judgment against them in favour of members of the Ontario Settlement Class in the Ontario Action.
14. THIS COURT ORDERS that a Non-Settling Defendant may, on motion to this Court determined as if the Settling Defendants remained parties to the Ontario Action, and on at least ten (10) days' notice to Counsel for the Settling Defendants, and not to be brought unless and until the relevant Proceeding against the Non-Settling Defendants has been certified and all appeals or times to appeal have been exhausted, seek Orders for the following:
 - (a) documentary discovery and an affidavit of documents from a Settling Defendant(s) in accordance with the *Ontario Rules of Civil Procedure*;
 - (b) oral discovery of a representative of a Settling Defendant(s), the transcript of which may be read in at trial;
 - (c) leave to serve a request to admit on a Settling Defendant(s) in respect of factual matters: and/or
 - (d) the production of a representative of a Settling Defendant(s) to testify at trial, with such witness to be subject to cross-examination by counsel for the Non-Settling Defendants.
15. THIS COURT ORDERS that the Settling Defendants retain all rights to oppose such motion(s) brought under paragraph 14. Moreover, nothing herein restricts a Settling Defendant from seeking a protective order to maintain confidentiality and protection of proprietary information in respect of documents to be produced and/or for information obtained from discovery in accordance with paragraph 14. Notwithstanding any provision in this Order, on any motion brought pursuant to paragraph 14, the Court may make such orders as to costs and other terms as it considers appropriate.

16. THIS COURT ORDERS that a Non-Settling Defendant may effect service of the motion(s) referred to in paragraph 14 above on the Settling Defendant by service on Counsel for the Settling Defendants.
17. THIS COURT ORDERS that for purposes of administration and enforcement of the Settlement Agreement and this Order, this Court will retain an ongoing supervisory role and the Settling Defendants acknowledge and attorn to the jurisdiction of this Court solely for the purpose of implementing, administering and enforcing the Settlement Agreement and this Order, and subject to the terms and conditions set out in the Settlement Agreement and this Order.
18. THIS COURT ORDERS that, except as provided herein, this Order does not affect any claims or causes of action that any members of the Ontario Settlement Class has or may have against the Non-Settling Defendants or named or unnamed co-conspirators who are not Releasees.
19. THIS COURT ORDERS that no Releasee shall have any responsibility or liability whatsoever relating to the administration of the Settlement Agreement, including administration, investment, or distribution of the Trust Account.
20. THIS COURT ORDERS that the Settlement Amount shall be held in the Trust Account by Siskinds LLP for the benefit of Class Members and after the Effective Date the Settlement Amount may be used to pay Class Counsel Disbursements incurred for the benefit of the Settlement Classes in the continued prosecution of the litigation against the Non-Settling Defendants. This paragraph shall not be interpreted as affecting the rights of the Plaintiffs or the Settlement Classes to claim such Disbursements in the context of a future costs award in their favour against the Non-Settling Defendants, or the rights of the Non-Settling Defendants to oppose and resist any such claim.
21. THIS COURT ORDERS that in the event that some of the Settlement Amount remains in the Trust Account after payment of Class Counsel Disbursements, Class Counsel Fees and Administrative Expenses, Class Counsel shall seek direction from this Court regarding the distribution of the remaining funds.
22. THIS COURT ORDERS that the approval of the Settlement Agreement is contingent upon approval by the BC Court and the Quebec Court, and the terms of this Order shall not be effective unless and until the Settlement Agreement is approved by the BC Court and the Quebec Court, and the BC Action has been dismissed with prejudice and without costs and the Quebec Actions

have been declared settled out of court as against the Settling Defendants in the relevant proceeding by the Courts. If such orders are not secured in Quebec and British Columbia, this Order shall be null and void and without prejudice to the rights of the Parties to proceed with the Ontario Action and any agreement between the parties incorporated in this Order shall be deemed in any subsequent proceedings to have been made without prejudice.

23. THIS COURT ORDERS that, in the event that the Settlement Agreement is terminated in accordance with its terms, this Order shall be declared null and void on subsequent motion made on notice.

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

Date:

The Honourable Justice Belobaba

Confidential Schedule "D"

Opt-Out Thresholds:

CONFIDENTIAL

Confidential Schedule "E"

CONFIDENTIAL

SHERIDAN CHEVROLET CADILLAC LTD. et al. v. Furukawa Electric Company Ltd.. et al.

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

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceedings commenced at Toronto
Proceeding under the *Class Proceedings Act, 1992*

ORDER
Automotive Wire Harness Systems

Lear Settlement Approval

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