

**LINEAR RESISTORS CLASS ACTION
NATIONAL SETTLEMENT AGREEMENT**

Between:

SEAN ALLOTT, DANIEL KLEIN AND OPTION CONSOMMATEURS

(the "Plaintiffs")

and

HOKURIKU ELECTRIC INDUSTRY CO., AND HDK AMERICA INC.

(the "Settling Defendants")

Executed: November 29, 2022

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RECITALS

- A. WHEREAS the Proceedings were commenced by the Ontario Plaintiff in London, Ontario, the BC Plaintiff in Vancouver, British Columbia and the Québec Plaintiff in Montreal, Québec;
- B. WHEREAS the Plaintiffs allege in the Proceedings that certain companies, including the Settling Defendants, participated in an unlawful conspiracy to fix, raise, maintain or stabilize the price of Linear Resistors in Canada, contrary to Part VI of the *Competition Act* and the common law and/or civil law;
- C. WHEREAS the Settling Defendants do not admit, through the execution of this Settlement Agreement or otherwise, any allegation of unlawful conduct alleged in the Proceedings, or otherwise;
- D. WHEREAS the Plaintiffs, Class Counsel and the Settling Defendants agree that neither this Settlement Agreement nor any statement made in the negotiation thereof shall be deemed or construed to be an admission by or evidence against the Settling Defendants or evidence of the truth of any of the Plaintiffs' allegations against the Settling Defendants, which allegations are expressly denied by the Settling Defendants;
- E. WHEREAS the Settling Defendants are entering into this Settlement Agreement in order to achieve a final and nationwide resolution of all Released Claims asserted or which could have been asserted against the Releasees by the Plaintiffs and the Settlement Class in the Proceedings, and to avoid further expense, inconvenience and the distraction of burdensome and protracted litigation;
- F. WHEREAS the Settling Defendants have agreed to provide cooperation to Plaintiffs in addition to the Settlement Amount, which cooperation is a material factor to the Plaintiffs in the formulation of the terms of this Settlement Agreement;
- G. WHEREAS the Settling Defendants do not hereby attorn to the jurisdiction of the Courts or any other court or tribunal in respect of any civil, criminal or administrative process except to the extent they have previously done so in the Proceedings or as expressly provided in this Settlement Agreement with respect to the Proceedings;

- H. WHEREAS Counsel for the Settling Defendants and Class Counsel have engaged in extensive arm's-length settlement discussions and negotiations, lasting more than a year resulting in this Settlement Agreement relating to Canada;
- I. WHEREAS as a result of these settlement discussions and negotiations, the Settling Defendants and the Plaintiffs have entered into this Settlement Agreement, which embodies all of the terms and conditions of the settlement between the Settling Defendants and the Plaintiffs, both individually and on behalf of the Settlement Classes they represent or seek to represent, subject to approval of the Courts;
- J. WHEREAS 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 Settlement Classes they represent or seek to represent;
- K. WHEREAS the Parties therefore wish to and hereby finally resolve on a national basis, without admission of liability, the Proceedings as against the Settling Defendants;
- L. WHEREAS, on September 30, 2016, the Québec Plaintiff filed an Amended Motion to Institute a Class Action by which Karine Robillard was to be substituted for Option consommateurs as Plaintiff in the Québec Action;
- M. WHEREAS, on October 12, 2016, the Québec Action was suspended by the Québec Court;
- N. WHEREAS on February 8, 2021, the Québec Plaintiff filed a Motion *de bene esse* for leave to amend its Application to Institute a Class Action by which the Québec Plaintiff was to be granted the status of representative in the Québec Action and which also aimed to add to the Québec Action several defendants, including the Settling Defendants. The Motion was granted by the Québec Court on February 25, 2021 and the Re-amended Application to Institute a Class Action was filed in the Québec Court on March 25, 2021.
- O. WHEREAS for the purposes of settlement only, the Parties now 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 Ontario Action and Québec Action 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

- P. WHEREAS a notice program and opt-out process had already been provided to the Settlement Classes on a national basis. The Opt-Out Deadline expired on January 29, 2021, pursuant to Orders of the Ontario, BC and Québec Courts and there were no opt-outs.; and
- Q. WHEREAS the Plaintiffs assert that they are adequate class representatives for the Settlement Classes they seek to represent and will seek to be appointed representative plaintiffs in their respective Proceedings;

NOW THEREFORE, in consideration of the covenants, agreements and releases set forth and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, it is agreed by the Parties that the Ontario Action be settled and dismissed with prejudice as to the Settling Defendants, without costs as to the Parties, or the Releasees, and that the Québec Action shall be settled out of court as to the Settling Defendants, without costs to the Parties, or the Releasees, subject to the approval of the Courts, on the following terms and conditions:

SECTION 1 - DEFINITIONS

For the purposes of this Settlement Agreement only, including the Recitals and Schedules hereto:

- (1) **Administration Expenses** means all fees, disbursements, expenses, costs, taxes and any other amounts incurred or payable by the Plaintiffs, Class Counsel or otherwise for the approval, implementation and operation of this Settlement Agreement, including the costs of notices and the costs of claims administration, but excluding Class Counsel Fees.
- (2) **Approval Hearings** mean the hearings to approve the motions brought by Class Counsel for the Courts' approval of the Settlement provided for in this Settlement Agreement.
- (3) **BC Counsel** means Camp Fiorante Matthews Mogerman LLP.

- (4) **BC Plaintiff** means Daniel Klein.
- (5) **Claims Administrator** means the firm to be proposed by Class Counsel and appointed by the Courts to administer the Settlement Amount in accordance with the provisions of the Settlement Agreement and the Distribution Protocol, and any employees of such firm.
- (6) **Class Counsel** means Ontario Counsel, Québec Counsel and BC Counsel.
- (7) **Class Counsel Disbursements** include the disbursements and applicable taxes incurred by Class Counsel in the prosecution of the Proceedings, as well as any adverse costs awards issued against the Plaintiffs in the Proceedings.
- (8) **Class Counsel Fees** include the fees of Class Counsel, GST or HST (as the case may be) and other 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 actions collectives in Québec, as a result of the Settlement Agreement.
- (9) **Class Period** means July 9, 2003 to September 14, 2015.
- (10) **Common Issue** means: Did the Settling Defendants conspire to fix, raise, maintain or stabilize the price of, or allocate markets and customers of, Linear Resistors directly or indirectly in Canada during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?
- (11) **Counsel for the Settling Defendants** means Robert F. Tighe Professional Corporation.
- (12) **Courts** means the Ontario Court and the Québec Court.
- (13) **COVID-19 Pandemic** means the novel coronavirus and the limitations imposed by governments on the conduct of their citizens, including limitations to international travel and meeting size.
- (14) **Defendants** means the entities named as defendants in any of the Proceedings as set out in Schedule "A" to this Settlement Agreement, and any Persons added as defendants in the Proceedings in the future. For greater certainty, Defendants includes, without limitation, the Settling Defendants.

- (15) **Distribution Protocol** means the plan to be developed by Class Counsel for distributing the Settlement Amount, plus accrued interest and less approved Administration Expenses and Class Counsel Fees and Disbursements, to Settlement Class Members, as approved by the Courts.
- (16) **Documents** means all papers, computer or electronic records, or other materials within the scope of Rule 1.03(1) and Rule 30.01(1) of the Ontario *Rules of Civil Procedure* and any copies, reproductions or summaries of the foregoing, including microfilm copies and computer images.
- (17) **Effective Date** means the date when the Final Orders have been received from all Courts approving this Settlement Agreement.
- (18) **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.
- (19) **Execution Date** means the date on the cover page, as of which the Parties have executed this Settlement Agreement.
- (20) **Final Order(s)** means a final judgment entered by a Court approving this Settlement Agreement in accordance with its terms, once the time to appeal such judgment has expired without any appeal being taken, if an appeal lies, or once there has been affirmation of the approval of this Settlement Agreement in accordance with its terms, upon a final disposition of all appeals.
- (21) **Linear Resistors** means electronic components that provide a specific amount of resistance to an electronic circuit, including without limitation, chip, chip resistor networks, metal plate and other fixed resistors, and variable resistors.
- (22) **Non-Settling Defendant(s)** means any Defendant that is not: (i) a Settling Defendant; (ii) a Settled Defendant; or (iii) a Defendant against whom the Proceedings have been dismissed or discontinued, either before or after the Execution Date.
- (23) **Notice of Certification and of Approval Hearings** means the form or forms of notice, agreed to by the Plaintiffs and the Settling Defendants, or such other form or forms of

notice as may be approved by the Courts, which informs the Settlement Class of: (i) the certification or authorization of the Ontario Action and Québec Action as class proceedings for settlement purposes; (ii) the dates and locations of the Approval Hearings; and, (iii) the process by which a Settlement Class Member may object to the settlement.

- (24) **Ontario Action** means the proceeding commenced by the Ontario Plaintiff before the Ontario Court as identified in Schedule "A" to this Settlement Agreement.
- (25) **Ontario Counsel** means Foreman & Company Professional Corporation and Siskinds^{LLP}.
- (26) **Ontario Court** means the Ontario Superior Court of Justice.
- (27) **Ontario Plaintiff** means Sean Allott.
- (28) **Ontario Settlement Class** means the settlement class in respect of the Ontario Action that is defined in Schedule "A" to this Settlement Agreement.
- (29) **Other Actions** means any other actions or proceedings, excluding the Proceedings, relating to Released Claims commenced by a Settlement Class Member either before or after the Effective Date.
- (30) **Party and Parties** means the Settling Defendants, the Plaintiffs, and, where necessary, the Settlement Class Members.
- (31) **Person(s)** means an individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, trustee, executor, beneficiary, unincorporated association, government or any political subdivision or agency thereof, and any other business or legal entity and their heirs, predecessors, successors, representatives, or assignees.
- (32) **Plaintiffs** means the Ontario Plaintiff, the Québec Plaintiff and the BC Plaintiff.
- (33) **Proceedings** means the Ontario Action, the Québec Action, and the BC Action as defined in Schedule "A" to this Settlement Agreement.
- (34) **Proportionate Liability** means the proportion of any judgment that, had the Settling Defendants not settled, the Ontario Court would have apportioned to the Settling Defendants and the other Releasees in respect of the Released Claims.

- (35) **Québec Action** means the proceeding commenced by the Québec Plaintiff before the Québec Court identified in Schedule "A" to this Settlement Agreement.
- (36) **Québec Counsel** means Belleau Lapointe s.e.n.c.r.l.
- (37) **Québec Court** means the Superior Court of Québec.
- (38) **Québec Plaintiff** means Option consommateurs.
- (39) **Québec Settlement Class** means the settlement class in respect of the Québec Action that is defined in Schedule "A" to this Settlement Agreement.
- (40) **Recitals** means the recitals to this Settlement Agreement.
- (41) **Released Claims** means any and all manner of claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, whether personal or subrogated, damages whenever incurred, damages of any kind including compensatory, punitive or other damages, liabilities of any nature whatsoever, including interest, costs, expenses, class administration expenses (including Administration Expenses), penalties, and lawyers' fees (including Class Counsel Fees and Class Counsel Disbursements), known or unknown, suspected or unsuspected, foreseen or unforeseen, actual or contingent, and liquidated or unliquidated, in law, under statute or in equity, in this or any other Canadian or foreign jurisdiction (all of the foregoing, collectively, "Claims" or, individually, a "Claim"), that the Releasors, or any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall or may have, relating in any way to any conduct occurring anywhere that is alleged or that could have been alleged in the Proceedings or that is arising from their factual predicate, during the Class Period, including, without limitation, any Claims, whether in Canada or elsewhere, as a result of or in connection with an alleged conspiracy or other unlawful agreement or any other horizontal or vertical, or unilateral or coordinated, anti-competitive conduct (whether that conduct occurred in Canada or elsewhere) in connection with the purchase, sale, pricing, discounting, marketing or distributing of Linear Resistors whether sold directly, or indirectly as part of products containing Linear Resistors, in Canada during the Class Period, including, without limitation, any claims for consequential, subsequent or follow on harm that arise after the Class Period in respect of any agreement or conduct arising from the factual predicate of the Proceedings, or any amended complaint or pleading therein, that

occurred during the Class Period. For greater certainty, nothing herein shall be construed to release any Claims arising from breach of contract, for negligence, bailment, failure to deliver, lost goods, delayed or damaged goods or any similar claim between the Releasees and Releasers relating to Linear Resistors.

- (42) **Releasee(s)** means, jointly and severally, individually and collectively, the Settling Defendants and all of their present and former, direct and indirect, parents, subsidiaries, divisions, affiliates, 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 past, present and future officers, directors, employees, agents, shareholders, attorneys, trustees, servants and representatives, and the predecessors, successors, purchasers, heirs, executors, administrators and assigns of each of the foregoing. No other Defendants are Releasees.
- (43) **Releasers** means, jointly and severally, individually and collectively, the Plaintiffs and the Settlement Class Members, on behalf of themselves and any Person or entity claiming by or through them as a present or former, direct or indirect, parent, subsidiary, affiliate, division or department, predecessor, successor, shareholder, partner, director, owner of any kind, agent, principal, employee, contractor, attorney, heir, executor, administrator, insurer, devisee, assignee, trustee, servant, contractor or representative of any kind, other than Persons who opted out of the Proceedings in accordance with orders of the Courts.
- (44) **Schedules** means the schedules to this Settlement Agreement.
- (45) **Settled Defendant(s)** means any Defendant (excluding the Settling Defendants) that has executed or executes its own settlement agreement in the Proceedings and whose settlement agreement has become or becomes effective in accordance with its terms, whether or not such settlement agreement is in existence at the Execution Date.
- (46) **Settlement Agreement** means this agreement, including the Recitals and Schedules.
- (47) **Settlement Amount** means the sum of nine-hundred ten-thousand seven-Hundred and fifty Canadian Dollars (\$910,750 CAD).
- (48) **Settlement Class(es)** means all Persons included in the Ontario Settlement Class and the Québec Settlement Class.

- (49) **Settlement Class Member(s)** means a member of a Settlement Class.
- (50) **Settling Defendant(s)** means Hokuriku Electric Industry Co. and HDK America Inc.
- (51) **Trust Account** means a guaranteed investment vehicle, liquid money market account or equivalent security offered by a Canadian Schedule I bank (a bank listed in Schedule I of the *Bank Act*, SC 1991, c 46) or a Provincially Registered Credit Union (listed under the Credit Unions and Caisses Populaires Act, 1994, S.O. 1994, c. 11) held at a Canadian financial institution under the control of Ontario Counsel for the benefit of the Settlement Class Members or the Settling Defendants, as provided for in this Settlement Agreement.
- (52) **U.S. Litigation** means the direct and indirect purchaser class proceedings in the United States which pertain to Linear Resistors which have been consolidated and were proceeding as class action litigations under the general style of cause, for both direct and indirect purchaser class proceedings, *In re: Resistors Antitrust Litigation*, case number 3:15-cv-03820-JD, U.S. District Court for the Northern District of California. These proceedings have since been concluded.

SECTION 2 - SETTLEMENT APPROVAL

2.1 Best Efforts

- (1) The Parties shall use their best efforts to implement this Settlement Agreement and to secure the prompt, complete and final dismissal with prejudice of the Proceedings as against the Settling Defendants in the Ontario Action, and a prompt, complete declaration of settlement out of court of the Québec Action as against the Settling Defendants. The Parties agree that the Plaintiffs may seek permission from the Courts to conduct a coordinated hearing of the settlement approval motions on a national basis.
- (2) In recognition of the fact that that the HDK Settling Defendants are not named in the BC Action, and are paying the settlement amount to secure a full and final nationwide release of all Canadian claims in all Provinces and Territories of Canada, the Parties agree to secure a settlement process that is generally and materially consistent with the certification and settlement approval orders approved by the Ontario and Québec Courts with respect to the national settlement previously reached and approved by the Ontario and Quebec Courts with the Kamaya defendants. More specifically, subject to the approval of the Ontario and Québec Courts, the Parties agree that purchasers of Linear

Resistors in British Columbia shall be included in the proposed Ontario Settlement Class along with all other Provinces and Territories, excluding Québec. The Released Claims of all class members outside of Québec shall also be included in the proposed Ontario settlement approval order. Complementary Orders shall be sought in Québec in respect of the Québec Settlement Class and the Québec Settlement Approval Order.

2.2 Motions Seeking Approval of Notice and Certification or Authorization

- (1) Subject to subsection 2.2(2), the Plaintiffs shall bring motions before the Courts, as soon as practicable after the Execution Date, for orders approving the Notice of Certification and of Approval Hearings 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). Ahead of the hearing before the Quebec Court, the Settling Defendants will accept email service of the Re-amended Application to Institute a Class Action through counsel.
- (2) The Ontario order approving the Notice of Certification and of Approval Hearings and certifying the Ontario Action for settlement purposes shall be proposed to the Ontario Court substantially in the form attached as Schedule "B". The form and content of the Québec order approving the Notice of Certification and of Approval Hearings and authorizing the Québec Action for settlement purposes shall be agreed upon by the Parties and shall mirror the substance and, where possible, the form of the Ontario order attached as Schedule "B", as may be modified by the Ontario Court.

2.3 Motions Seeking Approval of the Settlement

- (1) As soon as practicable after the orders referred to in subsection 2.2(1) have been granted and the Notice of Certification and of Approval Hearings has been published, the Plaintiffs shall bring motions before the Courts for orders approving this Settlement Agreement.
- (2) The Ontario order approving this Settlement Agreement shall be proposed to the Ontario Court substantially in the form attached as Schedule "C". The Québec order approving this Settlement Agreement shall be agreed upon by the Parties and shall mirror the substance and, where possible, the form of the Ontario order attached as Schedule "C", as may be modified by the Ontario Court.
- (3) This Settlement Agreement shall only become final on the Effective Date.

2.4 Pre-Motion Confidentiality

- (1) Until the first of the motions required by subsection 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 to legal counsel or as required for the purposes of financial reporting or the preparation of financial records (including tax returns and financial statements), as necessary to give effect to the terms of this Settlement Agreement, or as otherwise required by law.
- (1) Upon the Date of Execution, Class Counsel may provide a copy of this Settlement Agreement to the Courts and Non-Settling Defendants.

SECTION 3 - SETTLEMENT BENEFITS

3.1 Payment of Settlement Amount

- (1) On the Execution Date, Class Counsel shall provide the necessary deposit information or wiring information, whichever is necessary to remit payment, to Counsel for the Settling Defendants. No later than January 9th, 2023, the Settling Defendants shall pay the Settlement Amount to Class Counsel for deposit into the Trust Account.
- (2) The Settlement Amount shall be inclusive of all amounts, including interest and costs. 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.
- (3) The Releasees shall have no obligation to pay any amount in addition to the Settlement Amount in respect to the Released Claims, for any reason, pursuant to or in furtherance of this Settlement Agreement or the Proceedings.
- (4) Ontario Counsel or its duly appointed agent shall maintain the Trust Account as provided for in this Settlement Agreement.
- (5) Ontario Counsel or its duly appointed agent 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 shall accrue to the benefit of the Settlement Class and shall become and remain part of the Trust Account.
- (2) Subject to subsection 3.2(3), all taxes payable on any interest which accrues on the Settlement Amount in the Trust Account shall be the responsibility of the Settlement Class. Ontario Counsel or its duly appointed agent shall be solely responsible to fulfill all tax reporting and payment requirements arising from the monies 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 on the monies in the Trust Account shall be paid from the Trust Account.
- (3) The Settling Defendants shall have no responsibility to make any filings relating to the Trust Account and will have no responsibility to pay tax on any income earned by the monies in the Trust Account or pay any taxes on the monies in the Trust Account, unless this Settlement Agreement is not approved, is terminated or otherwise fails to take effect, in which case the interest earned on the Settlement Amount in the Trust Account shall be paid to the Settling Defendants who, in such case, shall be responsible for the payment of all taxes on such interest not previously paid by Ontario Counsel or its duly appointed agent.

SECTION 4 - COOPERATION

4.1 Extent of Cooperation

- (1) By no later than January 20th, 2023, or at a time mutually agreed upon by the Parties acting reasonably, the Settling Defendants shall provide to Class Counsel:
 - (a) an oral evidentiary proffer, through a virtual meeting not to exceed four (4) hours in length, between Class Counsel and Counsel for the Settling Defendants, including at the discretion of the Settling Defendants their U.S. Litigation counsel, which will summarize the Settling Defendants' relevant and non-privileged information derived from their investigation and factual inquiries in respect of the matters at issue in the Proceedings, including information derived from business records, testimonial transcripts and employee or witness interviews (if applicable), including, to the extent known by the Settling Defendants:

- (i) information regarding how the alleged conspiracy was formed, implemented and enforced, including specific examples of methods employed by the Defendants and any non-defendant alleged co-conspirators in furtherance of the alleged conspiracy;
 - (ii) information regarding the duration of the alleged conspiracy;
 - (iii) information regarding products involved in the alleged conspiracy and the source of that information,
 - (iv) information regarding the volume of direct sales of Linear Resistors to customers in Canada during the Class Period, and the identification of those customers, if any;
 - (v) answers to Class Counsel's questions and identification of the conduct, involvement, and role of each Defendant, to the extent known, in the alleged conspiracy, with a particular focus regarding the remaining Non-Settled Defendants in the Proceeding. Namely, KOA Corporation, KOA Speer Electronics, Inc., Susumu Co. Ltd., and Susumu International (USA);
 - (vi) information regarding the identities and known particulars of any key officers, directors, employees, or agents of the Settling Defendants, the Defendants, and any non-defendant alleged co-conspirators who witnessed and/or participated in conduct relevant to the allegations in the Proceedings;
 - (vii) subject to any confidential or other contractual restrictions or arrangements with any existing or prior customers, disclosure to Class Counsel of the Settling Defendants' major Linear Resistor customers over the Class Period, and the identities and any known particulars of the major global original equipment manufacturers reasonably known to the Settling Defendants that purchased Linear Resistors to be incorporated into finished products (including those sold into Canada) during the Class Period; and
- (b) the identification of "key" documents relevant to the alleged conspiracy and to the conduct of specific Defendants as requested, with Bates numbers where available.

Counsel for the Settling Defendants agree to provide reasonable assistance in locating these "key" documents once the documents in 4.1(2) are delivered, and to answer reasonable follow-up questions about those documents and about the information provided in the proffer.

- (c) Notwithstanding any other provision of this Settlement Agreement, and for greater certainty, it is agreed that all statements made and information provided by Counsel for the Settling Defendants as part of the oral evidentiary proffer are privileged, will be kept strictly confidential, and may not be directly or indirectly disclosed to any other Person, unless disclosure is ordered by a Court. Further, absent a Court order, Class Counsel will not attribute any factual information obtained from the proffer to the Settling Defendants and/or Counsel for the Settling Defendants. Notwithstanding the foregoing, Class Counsel may: (i) use information obtained from the proffer in the prosecution of the Proceedings, including for the purpose of developing the Distribution Protocol or any other allocation plan relating to any settlement or judgment proceeds, except the prosecution of any claims against Releasees; and (ii) rely on such information to certify that, to the best of Class Counsel's knowledge, information and belief, such information has evidentiary support or will likely have evidentiary support after reasonable opportunity for further investigation or discovery, but, absent a court order, the Plaintiffs shall not introduce any information from a proffer into the record or subpoena any Counsel for the Settling Defendants related to a proffer.
- (2) Within sixty (60) days after the Effective Date, or at a time mutually agreed upon by the Parties acting reasonably, the Settling Defendants shall make reasonable efforts to provide to Class Counsel:
 - (a) copies of all Documents, together with any pre-existing translations of those Documents, produced by the Settling Defendants to the Canadian Competition Bureau, the U.S. Department of Justice and/or in the U.S. Litigation, all to be provided in electronic form if available. the U.S. Litigation Documents will, to the extent possible, be produced with the same document numbers utilized in the U.S. Litigation and shall include any pre-existing and non-privileged electronic coding or metadata produced in the U.S. Litigation;

- (b) any deposition transcripts for depositions of current or former employees, officers or directors of the Releasees in the U.S. Litigation (including exhibits thereto), all to be provided in electronic form if available and any pre-existing translations of the foregoing into English;
 - (c) electronic copies of any declarations or affidavits of current or former employees, officers or directors of the Releasees, including all exhibits thereto, taken in the U.S. Litigation, and any pre-existing translations into English;
 - (d) electronic copies of any responses to written interrogatories by the Releasees, including all schedules thereto, taken in the U.S. Litigation, and any pre-existing translations into English;
 - (e) electronic copies of any responses to requests to admit provided by the Releasees in the U.S. Litigation and any pre-existing translations into English;
 - (f) disclosure of all customer and sales data produced in the US litigation. The Settling Defendants agree to provide reasonable assistance to Class Counsel and to answer reasonable questions in respect of the sales and customer data that is produced;
 - (g) to the extent not disclosed by the preceding paragraph, disclosure of:
 - (i) a summary of the Settling Defendants' volume of global Linear Resistors sales during the Class Period;
 - (ii) customer and sales data concerning the Settling Defendants' direct sales of Linear Resistors to customers in Canada during the Class Period together with any Canadian-specific or Canadian purchaser-specific documents within the knowledge or possession of the Settling Defendants;
- (3) Within ninety (90) days of a request from Class Counsel, not to be made until either a) the Proceedings are certified or authorized on a contested basis against the Non-Settling Defendants, or b) Class Counsel is developing a proposal to distribute funds to Settlement Class Members through the Distribution Protocol, the Settling Defendants agree to make reasonable efforts to provide their general understanding of the finished products they believe their customers may produce.

- (4) Within ninety (90) days of a request from Class Counsel, not to be made until the preparation of the Plaintiff's or loss or damage analysis for trial, and to the extent not already provided under subsection 4.1(2)(f) or (g), additional sales information regarding the Settling Defendants' sales of Linear Resistors in North America for the full duration of the Class Period plus two years before and after it and cost information associated with those sales, to the extent that information exists at the Execution Date.
- (5) The Documents to be delivered pursuant to subsection 4.1(2)(b)-(2)(g) shall be delivered as a separate production from the Documents, if any, to be delivered pursuant to subsection 4.1(2)(a) or identified by Bates number as part of the production of Documents to be delivered pursuant to subsection 4.1(2)(a). After the Proceedings have been certified, other than for settlement purposes, as against the Non-Settled Defendants the Settling Defendants agree to produce native versions of documents included in subsection 4.1(2), with metadata, to the extent that they are reasonably available.
- (6) If requested by Class Counsel, the Settling Defendants agree to provide a voluntary video or telephone interview with Counsel for the Settling Defendants and one current employee of the Settling Defendants with knowledge of the alleged conspiracy within sixty (60) days after the Proceedings have been certified, other than for settlement purposes, as against the Non-Settled Defendants. The voluntary interview, not to exceed eight hours in length, shall not be under oath but may be recorded by electronic means, provided the Plaintiffs so elect, and provided reasonable advanced notice of no less than thirty (30) days is given to the Settling Defendants. Costs incurred by, and the expenses of, the employee(s) of the Settling Defendants in relation to such interview, including any cost for a translator, shall be the responsibility of the Settling Defendants.
- (7) If requested by Class Counsel, the Settling Defendants agree to use reasonable efforts to:
 - (a) authenticate any of their Documents or data produced in accordance with subsection 4.1(2) to the extent the Settling Defendants can establish their authenticity and that the Plaintiffs require their authentication for their admission and use at any point in the Proceedings; and
 - (b) make available any reasonably necessary current employee(s), officer(s) or director(s) of the Settling Defendants with relevant knowledge of the alleged

conspiracy to provide affiant or testimonial evidence on summary judgement or at the trial or as the Parties may otherwise agree, to the extent that such evidence is required by the Plaintiffs, at a location to be mutually agreed upon as the circumstances require. The Parties agree to reasonably collaborate in respect of minimizing the costs, time or travel requirements incurred by, and the expenses of, the employee(s) of the Settling Defendants in relation to such testimony, including any cost for a translator, and agree that Class Counsel shall assume these costs.

- (8) The obligation to produce and authenticate Documents produced pursuant to subsection 4.1(2) shall be a continuing one to the extent that additional Documents are provided by the Settling Defendants to the Canadian Competition Bureau, the U.S. Department of Justice or in the context of the U.S. Litigation regarding Linear Resistors which is at issue in the Proceedings. Class Counsel and the Plaintiffs shall, in reference to this continuing obligation, consult with Counsel for the Settling Defendants and seek to utilize the least burdensome, costly and intrusive means for the Settling Defendants to discharge their obligation under this provision.
- (9) 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 that is legally privileged or to disclose or produce any Documents or information in breach of any order, non-disclosure, privacy or confidentiality obligation, regulatory directive, rule or law of this or any jurisdiction, it being understood and agreed that no non-disclosure or confidentiality obligation applies or shall apply to prevent the productions contemplated by subsections 4.1(1), (2), (3) and (4).
- (10) If any of the Documents referenced in 4.1(9) 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.
- (11) The obligations of the Settling Defendants to cooperate as particularized in Section 4.1 shall not be affected by the release provisions contained in Section 6 of this Settlement

Agreement. The obligations of the Settling Defendants to cooperate shall cease at the date of final judgment in the Proceedings as against all Defendants, except for the obligation in subsection 4.1(3) which shall cease on final distribution of all monetary recoveries in the Proceedings. For greater certainty, the Plaintiffs' failure to strictly enforce any of the deadlines for the Settling Defendants to provide cooperation pursuant to this Section 4.1 is not a waiver of the cooperation rights granted by Section 4.1.

- (12) If the Settling Defendants materially breach this Section 4.1, the Plaintiffs may move before the Courts to enforce the terms of this Settlement Agreement or set aside the approval of the Settlement Agreement or a part thereof, and may exercise any rights they have to seek or obtain testimony, discovery, information or Documents from current officers, directors and/or employees of the Settling Defendants.
- (13) Subject to subsection 4.1(12), the provisions set forth in this Section 4.1 are the exclusive means by which the Plaintiffs and Class Counsel may obtain discovery, information or Documents from the Settling Defendants and other Releasees, including the officers, directors or employees of the Settling Defendants and other Releasees as at the Effective Date, and the Plaintiffs and Class Counsel agree that they shall not pursue any other means of discovery against, or seek to compel the evidence of, the Settling Defendants and the other Releasees or their current officers, directors, employees, agents, or counsel, whether in Canada or elsewhere and whether under the rules or laws of any Canadian or foreign jurisdiction.
- (14) For greater clarity, the Plaintiffs do not in any case waive any rights they have to seek or obtain testimony, discovery, information or Documents from those officers, directors and/or employees of the Settling Defendants and other Releasees who, as at the Effective Date, are former officers, directors and/or employees of the Settling Defendants and other Releasees.
- (15) 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 not necessary, cumulative or duplicative and agree otherwise to avoid imposing undue or unreasonable burdens or expenses on the Settling Defendants.

- (16) The scope of the Settling Defendants' cooperation under this Settlement Agreement shall be limited to the allegations asserted in the Proceedings as presently filed.
- (17) The Settling Defendants shall make their best efforts to ensure the accuracy of any of the documents or information described in this Section 4.1, but do not represent that they can or will produce a complete set of any of the documents or information described in that Section.

4.2 Limits on the 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 or become publicly available. The Plaintiffs and Class Counsel agree they will not disclose the Documents and information provided by the Settling Defendants except: (i) to experts, consultants or third-party service providers retained by them in connection with the Proceedings who have agreed to comply with the provisions of this Settlement Agreement and any confidentiality orders issued pursuant to subsection 4.2(2); (ii) to the extent that the Documents or information are or become publicly available; (iii) as necessary for the prosecution of the Proceedings; or (iv) as otherwise required by law. Subject to the foregoing, the Plaintiffs and Class Counsel shall take reasonable precautions to ensure and maintain the confidentiality of such Documents and information, and of any work product of Class Counsel that discloses such Documents and information, except to the extent that the Documents and information are or become publicly available.
- (2) If the Plaintiffs intend to produce for discovery or file in the Proceedings any Documents or other information provided by the Settling Defendants as cooperation under the Settlement Agreement (and there is not already a confidentiality order that applies), the Plaintiffs shall provide the Settling Defendants with an advance description of the Documents or other information sought to be produced or filed at least thirty (30) days in advance of the proposed production or filing, in order that the Settling Defendants may move to obtain a sealing or confidentiality order or similar relief. If, within the thirty (30) day period, the Settling Defendants do not so move, the Plaintiffs and Class Counsel can produce or file the information or Documents in the ordinary course. If, within that thirty

(30) day period, the Settling Defendants so move, the Plaintiffs and Class Counsel shall not disclose the confidential Documents or information until the Settling Defendants' motion has been decided and all applicable appeal periods have expired, all subject to the direction of the Courts.

- (3) In the event that a Person applies for an order requiring the Plaintiffs to disclose or produce any Documents or information provided by the Settling Defendants as cooperation under this Settlement Agreement, the Plaintiffs shall notify the Settling Defendants of such application promptly upon becoming aware of it and no later than ten (10) days after disclosure or production is sought, in order that the Settling Defendants may move to oppose such disclosure or production. In no circumstances shall the Plaintiffs or Class Counsel apply for or consent to such an application for disclosure or production. The Plaintiffs and Class Counsel shall not disclose the confidential information or Documents until the Settling Defendants' motion has been decided and a final order has been issued requiring the Plaintiffs and/or Class Counsel to produce the relevant information or Documents, except: (i) to the extent such information or Documents are or become otherwise publicly available; or (ii) as ordered to do so by a Court.

SECTION 5 - DISTRIBUTION OF THE SETTLEMENT AMOUNT AND ACCRUED INTEREST

5.1 Distribution Protocol

- (1) After the Effective Date, at a time wholly within the discretion of Class Counsel, but on notice to the Settling Defendants, Class Counsel will make an application seeking orders from the Courts approving the Distribution Protocol.

SECTION 6 - RELEASES AND DISMISSALS

6.1 Release of Releasees

- (1) Upon the Effective Date, subject to subsection 6.2, in consideration of payment of the Settlement Amount and for other valuable consideration set forth in this Settlement Agreement, the Releasers forever and absolutely release and forever discharge the Releasees from the Released Claims.

6.2 Covenant Not to Sue

- (1) Notwithstanding subsection 6.1, upon the Effective Date, for any Settlement Class Members resident in any province or territory where the release of one tortfeasor is a

release of all other tortfeasors, the Releasors do not release the Releasees, but instead covenant and undertake not to make any claim in any way or to threaten, commence, participate in or continue any proceeding in any jurisdiction against the Releasees in respect of or in relation to the Released Claims.

6.3 No Further Claims

- (1) Upon the Effective Date, the Releasors and Class Counsel shall not now or hereafter institute, continue, provide assistance for or 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 against 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 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 Defendants or unnamed co-conspirator that is not a Releasee. For the purposes of this subsection 6.3(1), Class Counsel includes anyone currently employed by or a partner with Class Counsel.
- (2) Subsection 6.3 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.

6.4 Dismissal of the Proceedings

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

6.5 Dismissal of Other Actions

- (1) Upon the Effective Date, each member of the Ontario 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 Ontario by any Settlement Class Member shall be dismissed against the Releasees, without costs and with prejudice.
- (3) Each Person who would have been a member of the Québec Settlement Class but has opted-out in accordance with the second paragraph of Article 580 of the *Québec Code of Civil Procedure* and who makes a claim and receives a benefit 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 Québec by a Person who would have been a member of the Québec Settlement Class but has opted-out in accordance with the second paragraph of Article 580 of the *Québec Code of Civil Procedure* and who makes a claim and receives benefits under this Settlement Agreement shall be dismissed as against the Releasees, without costs and without reservation.

SECTION 7 - BAR ORDER AND WAIVER OF SOLIDARITY

7.1 Ontario Bar Order

- (1) The Plaintiffs and the Settling Defendants agree that the Ontario order approving this Settlement Agreement must include a bar order in respect of the Ontario Action which includes the following terms:
 - (a) A provision that all claims for contribution, indemnity or other claims over, whether asserted, unasserted, or asserted in a representative capacity, inclusive of interest, taxes and costs relating to the Released Claims, which were or could have been brought in the Proceedings or otherwise, or could in the future be brought on the basis of the same events; actions and omissions underlying the Proceedings, by any Non-Settling Defendants, any named or unnamed alleged co-conspirator that is not a Releasee, any Settled Defendant, or any other Person or party against a Releasee, or by a Releasee against any Non-Settling Defendants, any named or unnamed alleged co-conspirator that is not a Releasee, any Settled Defendant, or

any other Person or party, are barred, prohibited and enjoined in accordance with the terms of this subsection (unless such claim is made in respect of a claim by a Person who has validly opted-out of the Proceedings);

- (b) A provision that if the Ontario 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:
- (i) the Ontario Plaintiff and the Ontario Settlement Class shall not be entitled to claim or recover from the Non-Settling Defendants and/or named or unnamed alleged co-conspirators and/or any other Person or party that is not a Releasee that portion of any damages (including punitive damages, if any), restitutionary award, disgorgement of profits, interest and costs (including investigative costs claimed pursuant to section 36 of the *Competition Act*) that corresponds to the Proportionate Liability of the Releasees proven at trial or otherwise;
 - (ii) the Ontario Plaintiff and the Ontario Settlement Class shall limit their claims against the Non-Settling Defendants and/or, named or unnamed alleged 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 alleged 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, interest and costs (including investigation costs claimed pursuant to section 36 of the *Competition Act*) attributable to the aggregate of the several liability of the Non-Settling Defendants and/or, named or unnamed alleged co-conspirators and/or, any other Person or party that is not a Releasee, to the Ontario Plaintiff and the Ontario Settlement Class, if any, and, for greater certainty, the Ontario Settlement Class shall be entitled to seek to recover such damages (including punitive damages, if any), restitutionary award, disgorgement of profits, interest and costs (including investigation costs claimed pursuant to section 36 of the *Competition Act*) on a joint and several basis as between the Non-Settling

Defendants and/or, named or unnamed alleged co-conspirators and/or, any other Person or party that is not a Releasee, if permitted by law; and

- (iii) the Ontario 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 Settling Defendants 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 the 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.
- (c) A provision that nothing in the Ontario order approving this Settlement Agreement, as applicable, shall limit, restrict or affect any arguments which the Non-Settling Defendants may make regarding the reduction of any assessment of damages (including punitive damages, if any), restitutionary award, disgorgement of profits, interest and costs (including investigation costs claimed pursuant to section 36 of the *Competition Act*) or judgment against them in favour of members of the Ontario Settlement Class in the Ontario Action, or the rights of Ontario Plaintiff and Ontario Settlement Class Members to oppose or resist any such arguments, except as provided for in this section 7.1;
- (d) A provision that a Non-Settling Defendant may, on motion to the Ontario Court and on at least ten (10) days' notice to Counsel for the Settling Defendants, and not to be brought until the Ontario Action against the Non-Settling Defendants has been certified as a class proceeding (but not including any certification for settlement purposes), seek Orders for the following, which order shall be determined as if the Settling Defendants remained a party to the Ontario Action:
 - (i) documentary discovery and an affidavit of documents from the Settling Defendants in accordance with the relevant rules of civil procedure;
 - (ii) oral discovery of a representative of the Settling Defendants, the transcript of which may be read in at trial;

- (iii) leave to serve a request to admit on the Settling Defendants in respect of factual matters; and/or
 - (iv) the production of a representative of the Settling Defendants to testify at trial, with such witness to be subject to cross-examination by counsel for the Non-Settling Defendants.
- (e) A provision that the Settling Defendants retain all rights to oppose such motion(s) brought pursuant to subsection 7.1(1)(d). Moreover, nothing herein restricts the Settling Defendants from seeking a protective order to maintain confidentiality and protection of proprietary information in respect of Documents to be produced and/or for information obtained from discovery in accordance with subsection 7.1(1)(d). Notwithstanding any provision in the Ontario order approving this Settlement Agreement, on any motion brought pursuant to subsection 7.1(1)(d), the Ontario Court may make such orders as to costs and other terms as it considers appropriate.
- (f) A provision that a Non-Settling Defendant may serve the motion(s) referred to in subsection 7.1(1)(d) on the Settling Defendants by service on Counsel for the Settling Defendants in the relevant Proceeding.
- (2) To the extent that such an order is granted pursuant to subsection 7.1(1)(d) and discovery is provided to the Non-Settling Defendants, a copy of all discovery provided, whether oral or documentary in nature, shall be provided by the Settling Defendants to the Plaintiffs and Class Counsel within ten (10) days of such discovery being provided to a Non-Settling Defendant(s).

7.2 Québec Waiver or Renunciation of Solidarity Order

- (1) The Plaintiffs and the Settling Defendants agree that the Québec order approving this Settlement Agreement must include a waiver or renunciation of solidarity in respect of the Québec Action which includes the following:
- (a) the Québec Plaintiff and the Québec Settlement Class 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 relating to the Released Claims;

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

7.3 Claims Against Other Entities Reserved

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

SECTION 8 - EFFECT OF SETTLEMENT

8.1 No Admission of Liability

- (1) The Parties expressly reserve all of their rights if this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason. The Parties further agree that, whether or not this 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 any of 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 or any other Settlement Class Member.

8.2 Agreement Not Evidence

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

SECTION 9 - CERTIFICATION OR AUTHORIZATION FOR SETTLEMENT ONLY

- (1) The Parties agree that the Ontario Action and Québec Action 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, and such certification or authorization shall not be used or relied on as against the Defendants for any other purpose or in any other proceeding.
- (2) The Plaintiffs agree that, in the motions for certification or authorization of the Ontario Action and Québec Action 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 Ontario Settlement Class and the Québec Settlement Class.
- (3) The Parties agree that the certification or authorization of the Ontario Action and Québec Action 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 10 - NOTICE TO SETTLEMENT CLASS

10.1 Notices Required

- (1) The proposed Settlement Class shall be given the following notice: (i) Notice of Certification and of Approval Hearings (in English and in French as necessary); and (ii)

notice of termination (if the Settlement Agreement is terminated or otherwise fails to take effect).

- (2) By no later than January 20th, 2023, or at a time mutually agreed upon by the Parties acting reasonably, the Settling Defendants shall provide Class Counsel with a customer list with last known contact information for each customer in Canada, if any, who purchased Linear Resistors directly from the Settling Defendants during the Class Period for the purpose of facilitating direct notice to the Settling Defendants' customers.

10.2 Form and Distribution of Notices

- (1) The form of the notices referred to in subsection 10.1 and how and where they are published and distributed shall be as agreed to by the Plaintiffs and the Settling Defendants and, failing agreement, as ordered by the Courts.
- (2) The Plaintiffs shall bring and seek to schedule motions before the Courts seeking orders from the Courts approving the notices described in subsection 10.1. The Plaintiffs may determine the time of these motions in their full and complete discretion, after consultation with the Settling Defendants, and subject to subsection 2.2.

SECTION 11 - ADMINISTRATION AND IMPLEMENTATION

11.1 Mechanics of Administration

- (1) Except to the extent provided for in this Settlement Agreement, the mechanics of the implementation and administration of this Settlement Agreement and the Distribution Protocol shall be determined by the Courts on motions brought by Class Counsel at a time within the discretion of Class Counsel, except that the timing of the motions to approve the Settlement Agreement shall be determined after consultation with the Settling Defendants, and subject to subsection 2.3.

SECTION 12 - CLASS COUNSEL FEES, DISBURSEMENTS AND ADMINISTRATION EXPENSES

- (1) The Releasees 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) Class Counsel shall pay the costs of the notices required by subsection 10.1 and any costs of translation required by subsection 14.12 from the Trust Account, as they become

due. For greater certainty, Class Counsel may pay for the costs of the notices before the Effective Date, and may seek approval from the Court to recover those costs as a disbursement at any time.

- (3) Class Counsel may seek the Courts' approval to pay Class Counsel Fees contemporaneously with seeking approval of this Settlement Agreement. Class Counsel's court-approved fees shall be paid from the Trust Account after the Effective Date.
- (4) Except as provided herein, Administration Expenses may only be paid out of the Trust Account after the Effective Date.

SECTION 13 - NON-APPROVAL OR TERMINATION OF SETTLEMENT AGREEMENT

13.1 Right of Termination

- (1) In the event that:
 - (a) any Court declines to certify or authorize the Settlement Class;
 - (b) the Ontario Court declines to dismiss the Ontario Action against the Settling Defendants or the Québec Action is not fully settled out of court as against the Settling Defendants;
 - (c) any Court declines to approve this Settlement Agreement or any material term thereof, and the Parties agree that the releases, bar orders, waiver or renunciation of solidarity and covenants not to sue contemplated by this Settlement Agreement are all material terms;
 - (d) any Court approves this Settlement Agreement in a materially modified form;
 - (e) any Court issues an order approving this Settlement Agreement in a form that is materially inconsistent with the terms of this Settlement Agreement or not substantially in the form attached to this Settlement Agreement as Schedule "C";
or
 - (f) any order approving this Settlement Agreement made by the Courts do not become Final Orders;

the Settling Defendants and the Plaintiffs shall have the right to terminate this Settlement Agreement by delivering a written notice pursuant to subsection 14.18, within thirty (30)

days following the event described above. Except as provided for in subsection 13.4, if the Settling Defendants or the Plaintiffs exercise their right to terminate, the Settlement Agreement shall be null and void and have no further force or effect, shall not be binding on the Parties, and shall not be used as evidence or otherwise in any litigation.

- (2) In addition, if the Settlement Amount is not paid in accordance with Section 3.1(1), the Plaintiffs shall have the right to terminate this Settlement Agreement by delivering a written notice pursuant to subsection 14.18 or move before the Courts to enforce the terms of this Settlement Agreement.
- (3) Any order, ruling or determination made by any Court with respect to Class Counsel Fees or the Distribution Protocol shall not be deemed to be a material modification of all, or a part, of this Settlement Agreement and shall not provide any basis for the termination of this Settlement Agreement.

13.2 Effect of Non-Approval or Termination of Settlement Agreement

- (1) If this Settlement Agreement is not approved, is terminated in accordance with its terms or otherwise fails to take effect for any reason:
 - (a) no motion to certify or authorize the Ontario Action or the Québec Action as a class proceeding on the basis of this Settlement Agreement, or to approve this Settlement Agreement, which has not been decided, shall proceed;
 - (b) the Parties will cooperate in seeking to have any issued order certifying or authorizing the Ontario Action or the Québec Action as a class proceeding on the basis of the Settlement Agreement or approving this Settlement Agreement set aside and declared null and void and of no force or effect, and any Person shall be estopped from asserting otherwise;
 - (c) any prior certification or authorization of the Ontario Action or the Québec Action 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 may later take on any issue in the Proceedings or any other litigation; and
 - (d) within ten (10) days of such termination having occurred, Class Counsel shall make reasonable efforts to destroy all Documents or other materials provided by

the Settling Defendants under this Settlement Agreement or containing or reflecting information derived from such Documents or other materials received from the Settling Defendants, including any notes or work product of Class Counsel, and, to the extent Class Counsel has disclosed any Documents or information provided by the Settling Defendants or related notes or work product of Class Counsel to any other Person, shall recover and destroy such Documents or material. Class Counsel shall provide Counsel for the Settling Defendants with a written certification by Class Counsel of such destruction within ten (10) days of termination.

13.3 Allocation of Settlement Amount Following Termination

- (1) If the Settlement Agreement is terminated, Ontario Counsel shall, within thirty (30) business days of the written notice advising that the Settlement Agreement has been terminated in accordance with its terms, return to the Settling Defendants the Settlement Amount, plus all accrued interest thereon and less taxes paid on interest, any costs incurred with respect to the notices required by subsection 10.1, and any costs of translation required by subsection 14.12.

13.4 Survival of Provisions After Termination

- (1) If this Settlement Agreement is terminated or otherwise fails to take effect for any reason, the provisions of subsections 3.2(3), 8.1, 8.2, 10.1, 10.2, 13.2, 13.3, 13.4 14.5 and 14.6 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 subsections 3.2(3), 8.1, 8.2, 10.1, 10.2, 13.2, 13.3, 13.4, 14.5 and 14.6 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 14 - MISCELLANEOUS

14.1 Motions for Directions

- (1) Class Counsel or the Settling Defendants may apply to the Courts as may be required for directions in respect of the interpretation, implementation and administration of this Settlement Agreement. Unless the Courts order otherwise, motions for directions that do

not relate specifically to matters affecting the Québec Action shall be determined by the Ontario Court.

- (2) All motions contemplated by this Settlement Agreement shall be on notice to the Parties except for those motions concerned solely with the implementation and administration of the Distribution Protocol.

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 or Distribution Protocol.

14.3 Headings, etc.

- (1) In this Settlement Agreement:
 - (a) the division of the Settlement Agreement into sections and subsections 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, subsection, 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 action commenced in its jurisdiction and the Parties thereto.
- (2) The Parties agree that no Court shall 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 subsections 14.5(1) and 14.5(2) the Ontario Court shall exercise jurisdiction with respect to implementation, administration, interpretation and enforcement of the terms of this Settlement Agreement and the Parties 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 Québec Settlement Class member 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 and the laws of Canada applicable therein.
- (2) Notwithstanding Section 14.6(1), for matters relating specifically to the Québec Action, the Québec Court shall apply the law of its own jurisdiction and the laws of Canada applicable therein.

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 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 Releasers 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 electronic signature shall be deemed an original signature for purposes of executing this Settlement Agreement.
- (2) The Parties agree that either Party's failure to strictly enforce a right granted to it under this Settlement Agreement is not a waiver of that right.

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 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) This Settlement Agreement constitutes a transaction in accordance with Articles 2631 and following of the *Civil Code of Québec*, and the Parties are hereby renouncing 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 this 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 this 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 this 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 e-mail, 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 CLASS COUNSEL:

**Foreman & Company
Professional Corporation**
c/o Jonathan Foreman
4 Covent Market Place
London, ON N6A 1E2

Tel: (519) 914-1175
Fax: (226) 884-5340
E-mail: jforeman@foremancompany.com

Belleau Lapointe s.e.n.c.r.l.
c/o Maxime Nasr
300 Place d'Youville, Office B-10
Montreal, Québec H2Y 2B6

Tel: (514) 987-6700
Fax: (514) 987-6886
E-mail: mnasr@belleaulapointe.com

Siskinds ^{LLP}
c/o Linda J. Visser
680 Waterloo Street
P.O. Box 2520
London, ON N6A 3V8

Tel: (519) 672-2121
Fax: (519) 672-6065
E-mail: linda.visser@siskinds.com

Camp Fiorante Matthews Mogerman ^{LLP}
c/o David G.A. Jones
400-856 Homer St,
Vancouver, BC V6B 2W

Tel: (604) 331-9530
Fax: (604) 689-7554
Email: djones@cfmlawyers.ca

FOR THE SETTLING DEFENDANTS:

Robert F. Tighe Professional Corporation
Robert Tighe 39 University Avenue #2300,
Toronto, ON M5G1Y8


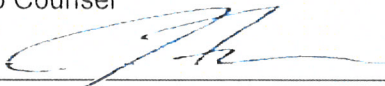
Tel : (416) 863-9100
Fax : (416) 863-9504
Email : robert@tighe.ca

14.19 Date of Execution

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


Sean Allott, by his counsel

Name of Authorized Signatory: Jonathan Foreman

Signature of Authorized Signatory: 
Foreman & Company Professional Corp.
Ontario Counsel
p.p. 
Siskinds LLP
Ontario Counsel


Sara Ramsay, by her counsel

Name of Authorized Signatory: Michelle Segal

Signature of Authorized Signatory: p.p. 
Camp Fiorante Matthews Mogerman LLP
BC Counsel


Option consommateurs, by its counsel

Name of Authorized Signatory: JEAN-PHILIPPE LINCOURT

Signature of Authorized Signatory: 
Belleau Lapointe s.e.n.c.r.l
Québec Counsel

Hokuriku Electric Industry Co. and HDK America Inc., by their counsel

Name of Authorized Signatory ROBERT TIGHE

Signature of Authorized Signatory: 
(I have authority to bind Hokuriku Electric Industry Co. and HDK America Inc.) Robert F. Tighe Professional Corporation
Counsel for the Settling Defendants

**SCHEDULE "A"
PROCEEDINGS**

Proceeding	Plaintiff(s)	Defendants	Settlement Class
Ontario Superior Court of Justice Court File Nos. 1899-2015 CP	Sean Allott	Panasonic Corporation; Panasonic Corporation of North America;; Panasonic Canada Inc.; KOA Corporation; KOA Speer Electronics, Inc.; Murata Manufacturing Co., Ltd.; Murata Electronics North America, Inc.; Rohm Co. Ltd.; Rohm Semiconductor U.S.A., LLC.; Vishay Intertechnology, Inc.; Yageo Corporation; Yageo America Corporation; Hokuriku Electric Industry Co.; HDK America Inc.; Kamaya Electric Co., Ltd.; Kamaya, Inc.; Alps Electric Co., Ltd.; Alps Electric (North America), Inc.; Midori Precisions Co., Ltd.; Midori America Corporation; Susumu Co., Ltd.; Susumu International (USA) Inc.; Tokyo Cosmos Electric Co.; and Tocos America, Inc.	All Persons in Canada who purchased Linear Resistors or a product containing a Linear Resistor during the Class Period other than (1) all Québec Settlement Class members and (2) Excluded Persons.
Québec Superior Court (District of Montreal), File No. 500-06-000753-158 (the "Québec Action")	Option consommateurs	Panasonic Corporation; KOA Corporation; KOA Speer Electronics, Inc.; Rohm Co. Ltd.; Rohm Semiconductor U.S.A., LLC.; Hokuriku Electric Industry Co.; HDK America Inc.; Kamaya Electric Co., Ltd.; Kamaya, Inc.; Susumo Co., Ltd.; Susumo International (USA) Inc.;	All Persons in Québec who purchased Linear Resistors or a product containing a Linear Resistor during the Class Period except Excluded Persons.
British Columbia Supreme Court (Vancouver Registry) Court File No. S-157585 (the "BC Action")	Daniel Klein	Panasonic Corporation; Panasonic Corporation of North America;; Panasonic Canada Inc.; KOA Corporation; KOA Speer Electronics, Inc.; Murata Manufacturing Co., Ltd.; Murata Electronics North America, Inc.; Rohm Co. Ltd.; Rohm Semiconductor U.S.A., LLC.; Vishay Intertechnology, Inc.; and Yageo Corporation; Yageo America Corporation.	N/A

SCHEDULE "B"

Court File No. 1899-2015 CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE _____) , THE DAY
) OF , 2020

BETWEEN:

SEAN ALLOTT

Plaintiff

- and -

PANASONIC CORPORATION; PANASONIC CORPORATION OF NORTH AMERICA;
PANASONIC CANADA INC.; KOA CORPORATION; KOA SPEER ELECTRONICS, INC.;
ROHM CO. LTD.; ROHM SEMICONDUCTOR U.S.A., LLC.; VISHAY INTERTECHNOLOGY,
INC.; HOKURIKU ELECTRIC INDUSTRY CO.; HDK AMERICA INC.; KAMAYA ELECTRIC
CO., LTD.; KAMAYA, INC.; ALPS ELECTRIC CO., LTD.; ALPS ELECTRIC (NORTH
AMERICA), INC.; MIDORI PRECISIONS CO., LTD.; MIDORI AMERICA CORPORATION;
SUSUMU CO., LTD.; SUSUMU INTERNATIONAL (USA) INC.;
TOKYO COSMOS ELECTRIC CO.; and TOCOS AMERICA, INC.

Defendants

Proceeding under the *Class Proceedings Act, 1992*

**ORDER
(Certification, Opt-Out and Notice Approval)**

THIS MOTION made by the Plaintiffs for an Order certifying this proceeding as a class proceeding for settlement purposes as Hokuriku Electric Industry Co. and HDK America Inc. (the "Settling Defendants") and approving the notice of settlement approval hearings and the method of dissemination of said notice was heard this day at the Court House, 80 Dundas Street, London, Ontario.

ON READING the materials filed, including the settlement agreement dated ●, 2020 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 WHEREAS that the opt-out period provided pursuant to the Order of this Court made on October 19, 2020, satisfied the requirement of section 9 of the *Class Proceedings Act, 1992*, S.O. 1992, c. 6, for the purposes of this action, that no further opt-out period is necessary and that the opt-out period expired on January 29, 2021;

AND ON BEING ADVISED that the Plaintiffs and the Settling Defendants consent to this Order and that the Non-Settling Defendants take no position on this motion:

1. **THIS COURT ORDERS** that, 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 Ontario Action is certified as a class proceeding as against the Settling Defendants for settlement purposes only.
3. **THIS COURT ORDERS** that the "Ontario Settlement Class" is certified as follows:

All Persons or entities in Canada who purchased Linear Resistors or a product containing a Linear Resistor between July 9, 2003 and September 14, 2015, other than (1) all Québec Settlement Class members and (2) Excluded Persons.
4. **THIS COURT ORDERS** that the Ontario Action is certified on the basis of the following issue which is common to the Ontario Settlement Class:

Did the Settling Defendants conspire to fix, raise, maintain or stabilize the price of, or allocate markets and customers of, Linear Resistors directly or indirectly in Canada during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?
5. **THIS COURT ORDERS** that the plaintiff, Sean Allott, is appointed as the representative plaintiffs for the Ontario Settlement Class.
6. **THIS COURT ORDERS** that this Order, including but not limited to the certification of this action against the Settling Defendants for settlement purposes and the definitions of the Ontario Settlement Class, Class Period and Common Issue, and any reasons given by the Court in connection with this Order, is without prejudice to the rights and defences of the Non-Settling Defendants in connection with the ongoing Ontario Action and, without restricting the generality of the foregoing, may not be relied on by any Person to establish jurisdiction, the criteria for certification (including class definition) or the existence or

elements of the causes of action asserted in the Ontario Action, as against the Non-Settling Defendants.

7. **THIS COURT ORDERS** that the notice of certification and settlement approval hearing (the "Notice") is hereby approved substantially in the form attached hereto as Schedule "B".
8. **THIS COURT ORDERS** that the plan of dissemination of the Notice (the "Plan of Dissemination") is hereby approved in the form attached hereto as Schedule "C" and that the Notice shall be disseminated in accordance with the Plan of Dissemination.
9. **THIS COURT ORDERS** that ● is appointed to disseminate the Notice in accordance with the terms of this Order.
10. **THIS COURT ORDERS** that this Order is contingent upon a parallel order being made by the Québec Court, and the terms of this Order shall not be effective unless and until such order is made by the Québec Court.
11. **THIS COURT ORDERS** that if the Settlement Agreement is not approved, is terminated in accordance with its terms or otherwise fails to take effect for any reason, this Order shall be deemed to have been set aside and declared null and void and of no force or effect, without the need for any further Order of this Court. In those circumstances, a case management conference shall be convened to seek directions, including in respect of the need for and form and content of additional notice to Ontario Settlement Class Members.

Date:

The Honourable _____

SEAN ALLOTT
Plaintiffs

v. PANASONIC CORPORATION, et al.
Defendants

Court File No. 1899-15 CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDINGS COMMENCED AT LONDON

Proceeding Under the *Class Proceedings Act, 1992*

**ORDER
(Certification, Opt-Out and Notice Approval)**

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linda.visser@siskinds.com

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE _____) , THE DAY
) OF , 2020

BETWEEN :

SEAN ALLOTT

Plaintiff

- and -

PANASONIC CORPORATION; PANASONIC CORPORATION OF NORTH AMERICA;
PANASONIC CANADA INC.; KOA CORPORATION; KOA SPEER ELECTRONICS, INC.;
ROHM CO. LTD.; ROHM SEMICONDUCTOR U.S.A., LLC.; VISHAY INTERTECHNOLOGY,
INC.; HOKURIKU ELECTRIC INDUSTRY CO.; HDK AMERICA INC.; KAMAYA ELECTRIC
CO., LTD.; KAMAYA, INC.; ALPS ELECTRIC CO., LTD.; ALPS ELECTRIC (NORTH
AMERICA), INC.; MIDORI PRECISIONS CO., LTD.; MIDORI AMERICA CORPORATION;
SUSUMU CO., LTD.; SUSUMU INTERNATIONAL (USA) INC.;
TOKYO COSMOS ELECTRIC CO.; and TOCOS AMERICA, INC.

Defendants

PROCEEDING UNDER THE *CLASS PROCEEDINGS ACT, 1992*

**ORDER
(Settlement Approval)**

THIS MOTION made by the Plaintiffs for an Order approving the settlement agreement entered into with Hokuriku Electric Industry Co. and HDK America Inc. (the "Settling Defendants") and dismissing this action as against the Settling Defendants, was heard this day at the Court House, 80 Dundas Street, London, Ontario.

AND ON READING the materials filed, including the settlement agreement dated ●, 2020 attached to this Order as Schedule "A" (the "Settlement Agreement"), and on hearing the submissions of counsel for the Plaintiffs, Counsel for the Settling Defendants and counsel for the Non-Settling Defendants in the Ontario Action;

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

AND ON BEING ADVISED that the deadline for opting-out of the Ontario Action has passed, and there were ● opt-outs;

AND ON BEING ADVISED that the Plaintiffs and the Settling Defendants consent to this Order and that the Non-Settling Defendants take no position on this motion:

1. **THIS COURT ORDERS** that, for the purposes of this Order, except to the extent that they are modified in this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.
2. **THIS COURT ORDERS** that, in the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail.
3. **THIS COURT ORDERS** that the Settlement Agreement is fair, reasonable and in the best interests of the Ontario Settlement Class.
4. **THIS COURT ORDERS** that the Settlement Agreement is hereby approved pursuant to section 29 of the *Class Proceedings Act, 1992* and shall be implemented and enforced in accordance with its terms.
5. **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.
6. **THIS COURT ORDERS** that each Ontario Settlement Class Member who has not validly opted-out of this action shall be deemed to have consented to the dismissal of Released Claims as against the Settling Defendants and its Releasees of any Other Actions he, she or it has commenced, without costs and with prejudice.
7. **THIS COURT ORDERS** that each Other Action commenced in Ontario by any Ontario Settlement Class Member who has not validly opted-out of this action shall be and is hereby dismissed in respect of Released Claims against the Settling Defendants and the Releasees, without costs and with prejudice.
8. **THIS COURT ORDERS** that, upon the Effective Date, subject to paragraph 10, each Releasor has released and shall be conclusively deemed to have forever and absolutely released the Releasees from the Released Claims.

9. **THIS COURT ORDERS** that, upon the Effective Date, each Releasor who has not validly opted-out of this action, as well as Class Counsel, shall not now or hereafter institute, continue, provide assistance for or 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 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 Defendants 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 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.
12. **THIS COURT ORDERS** that all claims for contribution, indemnity or other claims over, whether asserted, unasserted, or asserted in a representative capacity, inclusive of interest, taxes and costs relating to the Released Claims, which were or could have been brought in the Proceedings or otherwise, or could in the future be brought on the basis of the same events, actions and omissions underlying the Proceedings, by any Non-Settling Defendants, any named or unnamed alleged co-conspirator that is not a Releasee, any Settled Defendant, or any other Person or party against a Releasee, or by a Releasee against any Non-Settling Defendants, any named or unnamed alleged co-conspirator that is not a Releasee, any Settled Defendant, or any other Person or party, are barred, prohibited and enjoined in accordance with the terms of this paragraph 10 (unless such claim is made in respect of a claim by a Person who has validly opted out of the Proceedings);

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

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

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

14. **THIS COURT ORDERS** that nothing in this Order is intended to or shall limit, restrict or affect any arguments which the Non-Settling Defendants may make regarding the reduction of any assessment of damages (including punitive damages, if any), restitutionary award, disgorgement of profits, interest and costs (including investigation costs claimed pursuant to section 36 of the Competition Act) or judgment against them in favour of members of the Ontario Settlement Class in the Ontario Action or the rights of Ontario Plaintiffs and Ontario Settlement Class Members to oppose or resist any such arguments, except as provided for in this Order.
15. **THIS COURT ORDERS** that a Non-Settling Defendant may, on motion to this Court determined as if the Settling Defendants remained party to this action, brought on at least ten (10) days' notice to Counsel for the Settling Defendants and not to be brought until the Ontario Action against the Non-Settling Defendants has been certified as a class proceeding (but not including any certification for settlement purposes), seek orders for the following:
 - a. documentary discovery and an affidavit of documents from the Settling Defendants in accordance with the *Rules of Civil Procedure*;
 - b. oral discovery of a representative of the Settling Defendants, the transcript of which may be read in at trial;
 - c. leave to serve a request to admit on the Settling Defendants in respect of factual matters; and/or
 - d. the production of a representative of the Settling Defendants to testify at trial, with such witness to be subject to cross-examination by counsel for the Non-Settling Defendants.
16. **THIS COURT ORDERS** that the Settling Defendants retains all rights to oppose such motion(s) brought under paragraph 15. Moreover, nothing herein restricts the Settling Defendants from seeking a protective order to maintain confidentiality and protection of proprietary information in respect of Documents to be produced and/or for information obtained from discovery in accordance with paragraph 15. Notwithstanding any provision

in this Order, on any motion brought pursuant to paragraph 15, the Ontario 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 serve the motion(s) referred to in paragraph 15 above on the Settling Defendants by service on Counsel for the Settling Defendants in the Ontario Action.
18. **THIS COURT ORDERS** that for purposes of implementation, administration, interpretation 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, interpreting 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 Releasors has or may have against the Non-Settling Defendants or named or unnamed alleged co-conspirators who are not Releasees.
20. **THIS COURT ORDERS** that no Releasee shall have any responsibility for and no liability whatsoever relating to the administration of the Settlement Agreement or Distribution Protocol.
21. **THIS COURT ORDERS** that the Settlement Amount shall be held in the Trust Account by Ontario Counsel or its duly appointed agent for the benefit of Settlement Class Members, pending further order of this Court on notice to the Defendants and, after the Effective Date, the Settlement Amount can be used to pay Class Counsels Disbursements incurred for the benefit of the Settlement Classes in the continued prosecution of the Ontario Action against the Non-Settling Defendants. This paragraph shall not be interpreted as affecting the rights of the Plaintiffs or the Settlement Classes to claim such Class Counsel Disbursements in the context of a future costs award in their favour against the Non-Settling Defendants, or the rights of the Non-Settling Defendants to oppose and resist any such claim.
22. **THIS COURT ORDERS** that, upon the Effective Date, the Ontario Action is hereby dismissed as against the Settling Defendants, without costs and with prejudice.
23. **THIS COURT ORDERS** that the approval of the Settlement Agreement is contingent upon a parallel order for approval being made by the Québec Court, and the terms of this Order

shall not be effective unless and until the Settlement Agreement is approved by the Québec Court and the Québec Action has been declared settled out of court without costs and without reservation as against the Settling Defendants. If such an order is not secured in Québec, this Order shall be null and void and without prejudice to the rights of the parties to proceed with the Ontario Action and any agreement between the parties incorporated in this Order shall be deemed in any subsequent proceedings to have been made without prejudice.

24. **THIS COURT ORDERS** that, in the event that the Settlement Agreement is terminated in accordance with its terms, this Order shall be declared null and void on subsequent motion made on notice.
25. **THIS COURT ORDERS** that this Order, including but not limited to the approval of the Settlement Agreement and any reasons given by the Court in relation thereto, except as to paragraphs 12 to 17 of the Order, is without prejudice to the rights and defences of the Non-Settling Defendants in connection with the ongoing Ontario Action.

Date:

The Honourable _____

SEAN ALLOTT
Plaintiff

v. PANASONIC CORPORATION, et al.
Defendants

Court File No. 1899-15 CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDINGS COMMENCED AT LONDON

Proceeding Under the *Class Proceedings Act, 1992*

**ORDER
(Settlement Approval)**

**FOREMAN & COMPANY
PROFESSIONAL CORPORATION**
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London, ON N6A 1E2

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