



Court File No. 852/16 CP

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE MR.) TUESDAY, THE 19TH DAY
JUSTICE RAIKES) OF JULY, 2022

BETWEEN:

SHARON CLARK

Plaintiff

- and -

MINEBEAMITSUMI INC. (FORMERLY MINEBEA CO., LTD.); NMB (USA) INC.;
NMB KOREA CO., LTD.; NMB TECHNOLOGIES CORPORATION; ~~NEW HAMPSHIRE BALL~~
~~BEARINGS, INC.~~; NSK LTD.; and NSK CANADA INC.

Defendants

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

ORDER

**(Motion for Settlement Approval and Class Counsel Fees and Disbursements Approval:
Settlement Approval)**

THIS MOTION made by the Plaintiff for an Order approving the settlement agreement entered into with NSK Ltd. and NSK Canada Inc. (the “Settling Defendants”) and dismissing this action as against the Settling Defendants, was heard June 7, 2022 at the Court House, 700 Christina St. N., Sarnia, Ontario.

AND ON READING the materials filed, including the settlement agreement dated December 17, 2020 attached to this Order as **Schedule “A”** (the “**Settlement Agreement**”), and on hearing the submissions of counsel for the Plaintiff and Counsel for the Settling Defendants;

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

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

1. **THIS COURT ORDERS** that, 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 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 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 this action.
6. **THIS COURT ORDERS** that upon the Effective Date, each Settlement Class Member who has not validly opted-out of this action shall be deemed to have irrevocably consented to the dismissal of any Other Actions as against the Settling Defendants and the Releasees, without costs, with prejudice and without reservation.
7. **THIS COURT ORDERS** that upon the Effective Date, each Other Action commenced in Ontario by any 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, with prejudice and without reservation.
8. **THIS COURT ORDERS** that, upon the Effective Date, subject to paragraph 10, each Releasor who has not validly opted-out of this action 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, intervene in, provide assistance for, 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 proceeding, 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 Claims, except for the continuation of the Proceedings against unnamed co-conspirators that are not Releasees or, if the Proceedings are not certified, the continuation of the claims asserted in the Proceedings on an individual basis or otherwise against any unnamed co-conspirator that is not a Releasee. For the purposes of this paragraph 9, Class Counsel includes anyone currently or hereafter employed by or a partner with Class Counsel.

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 any Other Actions, or otherwise, or could in the future be brought on the basis of the same events, actions and omissions underlying the Proceedings or any Other Actions, by 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 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 (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 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.

14. **THIS COURT ORDERS** that, except as provided herein, this Order does not affect any claims or causes of action that any Releasor has or may have against any named or unnamed alleged co-conspirators who are not Releasees.
15. **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(s).
16. **THIS COURT ORDERS** that the Settlement Amount shall be held in the Trust Account by Class Counsel or its duly appointed agent for the benefit of Ontario Settlement Class members, pending further order of this Court on notice to the Defendants.
17. **THIS COURT ORDERS** that, upon the Effective Date, the Ontario Action is hereby dismissed as against the Settling Defendants, without costs and with prejudice.
18. **THIS COURT ORDERS** that the approval of the Settlement Agreement is contingent upon parallel orders for approval being made by the BC Court and the Québec Court, and the terms of this Order shall not be effective unless and until the Settlement Agreement is approved by the BC Court and the Québec Court, and the BC Action has been dismissed with prejudice and without costs and the Québec Action has been declared settled out of court without costs and without reservation as against the Settling Defendants in the relevant proceeding by the Courts. If such orders are not secured in British Columbia and 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.

19. **THIS COURT ORDERS** that, in the event that the Settlement Agreement is terminated in accordance with its terms, this Order shall be declared null and void without need for further notice of this Court but with notice to the Ontario Settlement Class.
20. **THIS COURT ORDERS** that, the distribution of the net settlement funds to the Settlement Class is deferred pending further Order of this Court, the BC Court and the Québec Court.
21. **THIS COURT ORDERS** that, the Plaintiff shall report to this Court in respect of the distribution of the net proceeds of settlement and the interest earned thereon on a periodic basis, which report is to be delivered to the Ontario and Québec courts at the same time every six (6) months.

Date: Sept. 7, 2022



The Honourable Mr. Justice Raikes

SHARON CLARK v. MINEBEAMITSUMI INC. (FORMERLY MINEBEA CO., LTD.) et al.

Court File No. 852/16

Plaintiff

Defendants

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDINGS COMMENCED AT LONDON

Proceeding Under the *Class Proceedings Act, 1992*

ORDER

**(Motion for Settlement Approval and Approval of Class
Counsel Fees and Disbursements: Settlement Approval)**

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