

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE MR.) Friday , THE 7th DAY
JUSTICE RAIKES) OF January , 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 Certification for Settlement Purposes and Notice Approval)**

THIS MOTION certifying this proceeding as a class proceeding for settlement purposes as against NSK Ltd. and NSK Canada 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 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 Ricepoint Administration, Inc. has consented to being appointed as notice provider in accordance with the terms of this Order;

AND ON BEING ADVISED that the opt-out period in this action expired on February 6, 2019 pursuant to an Order of this Court made October 22, 2018;

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

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 this 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 in Canada who purchased Ball Bearings or Ball Bearings Products during the Class Period other than (1) all Québec Settlement Class Members, (2) all BC Settlement Class Members, and (3) Excluded Persons;
 - Ball Bearings means: small sized bearings with an outside diameter of 26 millimeters or less;
 - Ball Bearings Products means: any and all products that contain Ball Bearings;
 - Class Period means: June 1, 2003 to October 31, 2011; and,
 - Excluded Persons means: each Defendant, the directors and officers of each Defendant, the subsidiaries or affiliates of each Defendant, the entities in which each Defendant or any of that Defendant’s subsidiaries or affiliates have a controlling interest and the legal representatives, heirs, successors and assigns of each of the foregoing.
4. **THIS COURT ORDERS** that this 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, Ball Bearings directly or indirectly in Canada during the Class Period? If so, what damages, if any, did Ontario Settlement Class Members suffer?
5. **THIS COURT ORDERS** that Sharon Clark is appointed as the representative plaintiff for the Ontario Settlement Class.
6. **THIS COURT ORDERS** that the notices of certification and settlement approval hearing (the “**Notices**”) are hereby approved substantially in the form attached hereto as **Schedules “B”-“E”**.

7. **THIS COURT ORDERS** that the plan of dissemination of the Notices (the “**Plan of Dissemination**”) is hereby approved in the form attached hereto as **Schedule “F”** and that the Notices shall be disseminated in accordance with the Plan of Dissemination.
8. **THIS COURT ORDERS** that Ricepoint Administration Inc. is appointed to disseminate the Notices in accordance with the terms of this Order.
9. **THIS COURT ORDERS** that this Order is contingent upon parallel orders being made by the BC Court and the Québec Court, and the terms of this Order shall not be effective unless and until such orders are made by the BC Court and the Québec Court.
10. **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, including certification for settlement purposes, 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: January 7, 2022



The Honourable Mr. Justice R. Raikes

SCHEDULE "A"

SMALL-SIZE BALL BEARINGS CLASS ACTION NATIONAL SETTLEMENT AGREEMENT

Between:

**OPTION CONSOMMATEURS, STEPHANIE ANN CATHERINE ASQUITH
AND SHARON CLARK**
(the "Plaintiffs")

AND

NSK LTD. AND NSK CANADA INC.
(the "Settling Defendants")

Executed December 17, 2020

**SMALL-SIZE BALL BEARINGS CLASS ACTION
NATIONAL SETTLEMENT AGREEMENT**

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**BALL BEARINGS CLASS ACTION
NATIONAL SETTLEMENT AGREEMENT**

RECITALS

- A. WHEREAS the Proceedings were commenced by the Quebec Plaintiff in Montreal, Quebec, the BC Plaintiff in Vancouver, British Columbia, and the Ontario Plaintiff in London, Ontario;
- B. WHEREAS the Plaintiffs allege that certain companies, including the Settling Defendants, participated in an unlawful conspiracy to fix, raise, maintain or stabilize the price of Ball Bearings in Canada between June 1, 2003 and October 31, 2011, contrary to Part VI of the *Competition Act* and the common law and/or civil law;
- C. WHEREAS the Quebec Action was authorized by the Superior Court on August 4, 2016;
- D. WHEREAS the BC Action and the Ontario Action have not been certified yet;
- E. 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;
- F. 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;
- G. WHEREAS the Settling Defendants are entering into this Settlement Agreement in order to achieve a final and nationwide resolution of all claims asserted or which could have been asserted against the Releasees by the Plaintiffs and the Settlement Class in the Proceedings, and to avoid further expense, inconvenience and the distraction of burdensome and protracted litigation;
- H. WHEREAS Counsel for the Settling Defendants and Class Counsel have engaged in arm's-length settlement discussions and negotiations, resulting in this Settlement Agreement;
- 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 Class they seek to represent, subject to approval of the Courts;
- J. WHEREAS Class Counsel, on their own behalf and on behalf of the Plaintiffs and the proposed Settlement Classes, have reviewed and fully understand the terms of this

Settlement Agreement and, based on their analyses of the facts and law applicable to the Plaintiffs' claims, having regard to the burdens and expense 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 Class they 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 for the purposes of settlement only, the Parties now consent to certification of the Ontario Action and BC Action as class proceedings, to the authorization of the Quebec Action, to their respective Settlement Class and to the Common Issue in respect of each of the Proceedings solely for the purposes of implementing this Settlement Agreement in a coordinated and consistent manner across Canada and contingent on approvals by the Courts as provided for in this Settlement Agreement, on the express understanding that such certification or authorization shall not derogate from the respective rights of the Parties in the event that this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason; and
- M. WHEREAS the Plaintiffs assert that they are adequate class representatives for the Settlement Class they seek to represent and will seek to be appointed representative plaintiffs in their respective Proceedings;
- N. WHEREAS the Settlement Class Members were permitted an opportunity to opt out of the Proceedings, the deadline to opt out of the Proceedings has passed, and there were no opt outs;

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 BC Action and Ontario Action be settled and dismissed, with prejudice as to the Settling Defendants, without costs as to the BC and Ontario Plaintiffs and the BC and Ontario Settlement Class they seek to represent, and that the Quebec Action shall be settled out of court, without costs and without reservation, 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:

- (a) **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.

- (b) **Approval Hearings** means the hearings to approve the motions brought by Class Counsel for the Courts' approval of the settlement provided for in this Settlement Agreement.
- (c) **Ball Bearings** means small sized bearings with an outside diameter of 26 millimetres or less.
- (d) **Ball Bearings Products** means any and all products that contain Ball Bearings.
- (e) **BC Action** means the proceeding commenced by the BC Plaintiff before the BC Court that is identified in Schedule "A" to this Settlement Agreement.
- (f) **BC Counsel** means Camp Fiorante Matthews Mogerma LLP.
- (g) **BC Court** means the Supreme Court of British Columbia.
- (h) **BC Plaintiff** means Stephanie Ann Catherine Asquith.
- (i) **BC Settlement Class** means the settlement class in respect of the BC Action that is defined in Schedule "A" to this Settlement Agreement.
- (j) **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 this Settlement Agreement and the Distribution Protocol, and any employees of such firm.
- (k) **Class Counsel** means Quebec Counsel, BC Counsel and Ontario Counsel.
- (l) **Class Counsel Fees** include the fees, disbursements, costs, interest and/or charges of Class Counsel, and 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 Quebec.
- (m) **Class Period** means June 1, 2003 to October 31, 2011.
- (n) **Common Issue** means: Did the Settling Defendants conspire to fix, raise, maintain or stabilize the price of, or allocate markets and customers of, Ball Bearings directly or indirectly in Canada during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?
- (o) **Courts** means the Quebec Court, the BC Court and the Ontario Court.
- (p) **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.

- (q) **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, as approved by the Courts.
- (r) **Documents** mean 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.
- (s) **Effective Date** means the date when the Final Orders have been received from all Courts approving this Settlement Agreement.
- (t) **Execution Date** means the date on the cover page hereof as of which the Parties have executed this Settlement Agreement.
- (u) **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.
- (v) **Final Order(s)** means the later of 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.
- (w) **Non-Settling Defendant** means any Defendant that is not a Releasee and includes any Defendant that terminates its own settlement agreement in accordance with its terms or whose settlement otherwise fails to take effect for any reason, whether or not such settlement agreement is in existence at the Execution Date.
- (x) **Notice** 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 authorization of the Quebec Action and the certification of the Ontario Action and BC 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.
- (y) **Ontario Action** means the proceeding commenced by the Ontario Plaintiff before the Ontario Court as identified in Schedule "A" to this Settlement Agreement.
- (z) **Ontario Counsel** means Foreman & Company.
- (aa) **Ontario Court** means the Ontario Superior Court of Justice.
- (bb) **Ontario Plaintiff** means Sharon Clark.

- (cc) **Ontario Settlement Class** means the settlement class in respect of the Ontario Action that is defined in Schedule “A” to this Settlement Agreement.
- (dd) **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.
- (ee) **Party and Parties** means the Settling Defendants, the Plaintiffs, and, where necessary, the Settlement Class Members.
- (ff) **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.
- (gg) **Plaintiffs** means the Quebec Plaintiff, the BC Plaintiff and the Ontario Plaintiff.
- (hh) **Proceedings** means the Quebec Action, the BC Action and the Ontario Action as defined in Schedule “A” to this Settlement Agreement.
- (ii) **Proportionate Liability** means the proportion of any judgment that, had the Settling Defendants not settled, the BC Court or the Ontario Court, as applicable, would have apportioned to the Settling Defendants and the other Releasees.
- (jj) **Quebec Action** means the proceeding commenced by the Quebec Plaintiff before the Quebec Court identified in Schedule “A” to this Settlement Agreement.
- (kk) **Quebec Counsel** means Belleau Lapointe s.e.n.c.r.l.
- (ll) **Quebec Court** means the Superior Court of Québec.
- (mm) **Quebec Plaintiff** means Option Consommateurs.
- (nn) **Quebec Settlement Class** means means the settlement class in respect of the Quebec Action that is defined in Schedule “A” to this Settlement Agreement.
- (oo) **Recitals** means the recitals to this Settlement Agreement.
- (pp) **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, liabilities of any nature whatsoever, including interest, costs, expenses, class administration expenses (including Administration Expenses), penalties, and lawyers’ fees (including Class Counsel Fees), known or unknown, suspected or unsuspected, foreseen or unforeseen, actual or contingent, and liquidated or unliquidated, in law, under statute or in equity (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 anywhere, in respect of the purchase, sale, pricing, discounting, marketing or distributing of, whether directly or indirectly, or compensation for, Ball Bearings in Canada, or relating to any conduct alleged in the Proceedings including, without limitation, any such claims which have been asserted or could have been asserted, whether in Canada or elsewhere. For greater certainty, nothing herein shall be construed to release any claims arising from, breach of contract, for negligence, personal injury, product defects, bailment, failure to deliver, lost goods, delayed or damaged goods or similar claim between the Releasees and Releasors relating to Ball Bearings.

- (qq) **Releasees** 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, excluding always the Non-Settling Defendants and their affiliates.
- (rr) **Releasors** means jointly and severally, individually and collectively, the Plaintiffs and the Settlement Class Members, on behalf of themselves and any Person 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.
- (ss) **Settlement Agreement** means this agreement, including the Recitals and Schedules.
- (tt) **Settlement Amount** means the sum of six hundred thousand Canadian dollars (CDN \$600,000.00).
- (uu) **Settlement Class** means all Persons included in the Quebec Settlement Class, the BC Settlement Class or the Ontario Settlement Class.
- (vv) **Settlement Class Member(s)** means a member of the Settlement Class.
- (ww) **Settling Defendants** mean NSK Ltd. and NSK Canada Inc.
- (xx) **Trust Account** means an interest-bearing trust account at a Canadian Schedule 1 bank under the control of BC Counsel, for the benefit of the Settlement Class Members or the Settling Defendants, as provided for in this Settlement Agreement.

SECTION 2 - SETTLEMENT APPROVAL

2.1 Best Efforts

(1) The Parties shall use their best efforts to implement this Settlement Agreement and to secure the prompt, complete and final dismissal, with prejudice and without costs, of the BC Action and Ontario Action as against the Settling Defendants, and a prompt, complete notice of settlement out of court of the Quebec Action, without costs and without reservation, in the Quebec Action.

2.2 Motions Seeking Authorization/Certification and Approval of Notice

(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 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.

(2) The Parties shall agree on the substance and form of the orders approving the Notice and certifying or authorizing each of the Proceedings for settlement purposes described in subsection 2.2(1).

2.3 Motions Seeking Approval of the Settlement

(1) As soon as practicable after the orders referred to in subsection 2.2 have been granted and the Notice has been published, and subject to subsection 2.3(2), the Plaintiffs shall bring motions before the Courts for orders approving this Settlement Agreement.

(2) The Parties shall agree on the substance and form of the orders approving this Settlement Agreement described in subsection 2.3(1).

(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 written consent of counsel for the Settling Defendants and Class Counsel, as the case may be, except as required for the purposes of financial reporting or the preparation of financial records (including tax returns and financial statements), or under the rules of the financial instruments exchange, as necessary to give effect to the terms of this Settlement Agreement, or as otherwise required by law.

SECTION 3 - SETTLEMENT BENEFITS

3.1 Payment of Settlement Amount

- (1) Within 60 (60) days of the Execution Date, 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, and shall be paid 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, for any reason, pursuant to or in furtherance of this Settlement Agreement or the Proceedings.
- (4) BC Counsel or its duly appointed agent shall maintain the Trust Account as provided for in this Settlement Agreement.
- (5) BC 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.
- (6) The cost of disseminating the notices contemplated in Section 9 of this Settlement Agreement shall be paid out of the Settlement Amount in the Trust Account.

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. BC 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 BC Counsel or its duly appointed agent.

3.3 Affidavit

(1) Within thirty (30) days of the Execution Date, or such later date as counsel to the parties may agree, acting reasonably, the Settling Defendants shall provide Class Counsel with a sworn affidavit ("**Affidavit**") containing the following:

- (a) A general explanation of the Settling Defendants' manufacturing, marketing, sales and distribution of Ball Bearings;
- (b) A representation that the Settling Defendants did not fix, raise or maintain the price of Ball Bearings sold directly to customers in Canada;
- (c) A representation that, for the period of January 2008 to October 2011, the sales of Ball Bearings to Canada by the Settling Defendants totalled approximately CAD\$1.5M;
- (d) A representation that the Settling Defendants cooperated with the United States Department of Justice in accordance with its Corporate Leniency Policy and reported the existence of substantial contacts with the Minebea Defendants about competition from at least as early as early-to-mid 2008 and continuing until at least October 2011 but that those contacts focused on Japanese customers and did not affect the Settling Defendants' sales to North America;
- (e) An explanation of the nature and limited scope of the anti-competitive conduct with respect to Ball Bearings in which the Settling Defendants engaged from June 2003 to August 2011 and for which the Settling Defendants were fined by the Korea Fair Trade Commission.

("Representations")

(2) The Parties acknowledge the Settling Defendants' obligation to provide the Affidavit is a material term to the Settlement Agreement and a failure to comply with the obligations in this section 3.3 shall give the Plaintiffs a right of termination in addition to the rights under Section 12.1 of the Settlement Agreement.

SECTION 4 - DISTRIBUTION OF THE SETTLEMENT AMOUNT AND ACCRUED INTEREST

4.1 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 5 - RELEASES AND DISMISSALS

5.1 Release of Releasees

(1) Upon the Effective Date, subject to subsection 5.2, in consideration of payment of the Settlement Amount and for other valuable consideration set forth in this Settlement Agreement, the Releasors forever and absolutely release and forever discharge the Releasees from the Released Claims.

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

5.2 Covenant Not to Sue

(1) Notwithstanding subsection 5.1, 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.

5.3 No Further Claims

(1) The Releasors 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 alleged co-conspirators that are not Releasees or, if the Proceedings are not certified or authorized, the continuation of the claims asserted in the Proceedings on an individual basis or otherwise against any Non-Settling Defendants or unnamed alleged co-conspirator that is not a Releasee.

5.4 Settlement or Dismissal of the Proceedings

(1) Upon the Effective Date, the Quebec Action shall be settled, without costs and without reservation as against the Settling Defendants, and the Parties shall sign and file a notice of settlement out of court in the Quebec Court in respect of the Quebec Action.

(2) Upon the Effective Date, the BC Action and the Ontario Action shall be dismissed, with prejudice and without costs, as against the Settling Defendants and the Parties shall endorse a form of Consent Dismissal Order with their approval as to form and consent for entry in the applicable registry.

5.5 Dismissal of Other Actions

- (1) Upon the Effective Date, each member of the Ontario Settlement Class and BC Settlement Class shall be deemed to irrevocably consent to the dismissal, without costs and with prejudice, of his, her or its Other Actions against the Releasees.
- (2) Upon the Effective Date, all Other Actions commenced in British Columbia or Ontario by, or on behalf of, any Settlement Class Member shall be dismissed against the Releasees, without costs and with prejudice.
- (3) Each member of the Quebec Settlement Class who makes a claim and receives benefits under this Settlement Agreement shall be deemed to irrevocably consent to the dismissal, without costs and without reservation, of his, her or its Other Actions against the Releasees.
- (4) Each Other Action commenced in Quebec by a member of the Quebec Settlement Class who makes a claim and receives benefits under this Settlement Agreement shall be dismissed as against the Releasees, without costs and without reservation.

SECTION 6 - BAR ORDER AND WAIVER OF SOLIDARITY

6.1 Ontario and British Columbia Bar Order

- (1) The Plaintiffs and the Settling Defendants agree that the Ontario and British Columbia orders approving this Settlement Agreement must include a bar order in respect of the Ontario Action and the BC Action which includes the following terms:
 - (a) all claims for contribution, indemnity or other claims over, whether asserted, unasserted, or asserted in a representative capacity, inclusive of interest, taxes and costs, relating to the Released Claims, which were or could have been brought in the Ontario Action and BC Action or otherwise, or could in the future be brought on the basis of the same events, actions and omissions underlying the Ontario Action and BC Action or otherwise, by any Non-Settling Defendants, any named or unnamed alleged co-conspirator that is not a Releasee or any other Person or party against a Releasee are barred, prohibited and enjoined in accordance with the terms of this subsection;
 - (b) a provision that if the Ontario Court or BC Court, as applicable, ultimately determines that there is a right of contribution and indemnity or other claim over, whether in equity or in law, by statute or otherwise:
 - (i) the Ontario or BC Plaintiffs, as applicable, and the Ontario or BC Settlement Class Members, as applicable, 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 or BC Plaintiffs, as applicable, and the Ontario or BC Settlement Class Members, as applicable, 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, costs, and interest 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 or BC Plaintiffs, as applicable, and the Ontario or BC Settlement Class Members, as applicable, if any, and, for greater certainty, the Ontario or BC Settlement Class Members shall be entitled to claim and recover such damages (including punitive damages, if any), restitutionary award, disgorgement of profits, costs, and interest 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, to the extent provided by law; and,
 - (iii) the Ontario Court and the BC Court, as applicable, shall have full authority to determine the Proportionate Liability of the Releasees at the trial or other disposition of the Ontario Action or BC Action, as applicable, whether or not the Releasees 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 or BC Action, as applicable, and any determination by the Court in respect of the Proportionate Liability of the Releasees shall only apply in the Ontario Action or BC Action, as applicable, and shall not be binding on the Releasees in any other proceeding.
- (c) A provision that if the Ontario Court or BC Court, as applicable, ultimately determines that the Non-Settling Defendants would not have the right to make claims for contribution and indemnity or other claims over, whether in equity or in law, by statute or otherwise, from or against the Releasees, then nothing in the British Columbia and Ontario orders approving this Settlement Agreement, as applicable, is intended to or shall limit, restrict or affect any arguments which the Non-Settling Defendants may make regarding the reduction of any assessment of damages, restitutionary award, disgorgement of profits or judgment against them

in favour of members of the Ontario or BC Settlement Class, as applicable, in the Ontario or BC Action, as applicable;

- (d) A provision that a Non-Settling Defendants may, on motion to the Ontario or BC Court, as applicable, determined as if the Settling Defendants remained party to the Ontario or BC Action, as applicable, and on at least ten (10) days' notice to counsel for the Settling Defendants, and not to be brought unless and until the Ontario Action or BC Action, as applicable, against the Non-Settling Defendants has been fully certified as a class proceeding (as opposed to being certified for settlement purposes) and all appeals or times to appeal have been exhausted, seek Orders for the following:
- (i) documentary discovery and an affidavit of documents (list of documents in British Columbia) 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 (notice to admit in British Columbia) 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 6.1(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 6.1(1)(d). Notwithstanding any provision in the Ontario and British Columbia orders approving this Settlement Agreement, on any motion brought pursuant to subsection 6.1(1)(c), the Ontario or BC Court, as applicable, may make such orders as to costs and other terms as it considers appropriate.
- (f) A provision that a Non-Settling Defendants may serve the motion(s) referred to in subsection 6.1(1)(d) on the Settling Defendants by service on counsel for the Settling Defendants in the relevant Ontario Action or BC Action.

(2) To the extent that such an order is granted pursuant to subsection 6.1(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 Defendants(s).

6.2 Quebec Waiver or Renunciation of Solidarity Order

(1) The Plaintiffs and the Settling Defendants agree that the Quebec order approving this Settlement Agreement must include a waiver or renunciation of solidarity in respect of the Quebec action which includes the following:

- (a) the Quebec Plaintiff and members of the Quebec 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;
- (b) the Quebec Plaintiff and the members of the Quebec Settlement Class shall henceforth only be able to claim and recover damages, including punitive damages, interest and costs (including investigative costs claimed pursuant to s. 36 of the *Competition Act*) attributable to the conduct of the Non-Settling Defendants, the sales by the Non-Settling Defendants, and/or other applicable measure of proportionate liability of the Non-Settling Defendants;
- (c) any claims in warranty or any other claim or joinder of parties to obtain any contribution or indemnity from the Releasees or relating to the Released Claims shall be inadmissible and void in the context of the Quebec Action; and,
- (d) the ability of the 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 the *Code of Civil Procedure*.

6.3 Claims Against Other Entities Reserved

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

SECTION 7 - EFFECT OF SETTLEMENT

7.1 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 Settling Defendants, 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.

7.2 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 8 - CERTIFICATION AND AUTHORIZATION FOR SETTLEMENT ONLY

(1) The Settling Defendants and the Plaintiffs agree that the BC Action and Ontario Action shall be certified as class proceedings and that the Quebec Action shall be authorized 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/authorization shall not be used or relied on as against the Settling Defendants for any other purpose or in any other proceeding.

(2) The Plaintiffs agree that, in the motions for certification of the BC Action and Ontario Action as class proceedings for settlement purposes and for approval of this Settlement Agreement and in the motion for authorization of the Quebec Action for settlement purposes and 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, the BC Settlement Class and the Quebec Settlement Class.

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

SECTION 9 - NOTICE TO SETTLEMENT CLASS

9.1 Notices Required

(1) The proposed Settlement Class shall be given the following notice: (i) the Notice; and (ii) a notice of termination (if the Settlement Agreement is terminated or otherwise fails to take effect after the first of the motions required by subsection 2.2 is brought).

9.2 Form and Distribution of Notices

(1) The form of the notices referred to in subsection 9.1 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 9.1. 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 10 - ADMINISTRATION AND IMPLEMENTATION

10.1 Mechanics of Administration

(1) Except to the extent provided for in this Settlement Agreement, the mechanics of the implementation and administration of this Settlement Agreement and 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 11 - CLASS COUNSEL FEES, DISBURSEMENTS AND ADMINISTRATION EXPENSES

(1) The Settling Defendants shall not be liable for any fees, disbursements or taxes of any of Class Counsel's, the Plaintiffs' or Settlement Class Members' respective lawyers, experts, advisors, agents, or representatives.

(2) Class Counsel shall pay the costs of the notices required by subsection 9.1 from the Trust Account, as they become due.

(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 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 12 - NON-APPROVAL OR TERMINATION OF SETTLEMENT AGREEMENT

12.1 Right of Termination

(1) Subject to Section 12.1(4), in the event that:

- (a) the BC Court or the Ontario Court declines to certify the BC Settlement Class or Ontario Settlement Class, or that the Quebec Court declines to authorize the Quebec Action on behalf of the Quebec Settlement Class;
- (b) the BC Court or the Ontario Court declines to dismiss the BC Action or Ontario Action, with prejudice and without costs, against the Settling Defendants or the Quebec Action is not fully settled out of court, without costs and without reservation;

- (c) any Court declines to approve this Settlement Agreement or any material term, and the Parties agree that, without limiting the foregoing, 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) the Parties acting reasonably do not reach agreement on the form and content of any order required by this Settlement Agreement, or the order agreed to by the Parties is approved by a Court in a materially modified form; or,
- (f) any orders approving this Settlement Agreement made by the Courts do not become Final Orders;

the Settling Defendants, Class Counsel, and the Plaintiffs shall have the right to terminate this Settlement Agreement by delivering a written notice pursuant to subsection 13.18, within thirty (30) days following the event(s) described above. Except as provided for in subsection 12.4, if the Settling Defendants, Class Counsel 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 civil, criminal or administrative action or proceeding.

(2) 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.

(3) In addition, if the Settlement Amount is not paid in accordance with Section 3.1(1), the Plaintiffs shall have the right to terminate this Settlement Agreement by delivering a written notice pursuant to Section 13.18, within thirty (30) days after such non-payment, or move before the Courts to enforce the terms of this Settlement Agreement.

(4) Nothing in this section shall limit the Plaintiffs' or Class Counsel's rights under section 3.3.

12.2 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 the BC Action and Ontario Action as a class proceeding or to authorize the Quebec Action on the basis of this Settlement Agreement, or to approve this Settlement Agreement, which has not been decided, shall proceed;
- (b) any order certifying the BC Action and the Ontario Action as a class proceeding or authorizing the Quebec Action on the basis of the Settlement Agreement or

approving this Settlement Agreement shall be set aside and declared null and void and of no force or effect, and anyone shall be estopped from asserting otherwise;

- (c) within ten (10) days following the event(s) described in subsection 12.2(1), Class Counsel shall 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 and, to the extent Class Counsel has disclosed any Documents or information provided by the Settling Defendants to any other Person, shall recover and destroy such Documents or information. Class Counsel shall provide counsel to the Settling Defendants with a written certification by Class Counsel of such destruction. Nothing contained in this subsection 12.2 shall be construed to require Class Counsel to destroy any of their work product.

12.3 Allocation of Settlement Amount Following Termination

- (1) If the Settlement Agreement is terminated, BC 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 any taxes paid on interest, any costs incurred with respect to the notices required by subsection 9.1.

12.4 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 3.1(4), 3.1(5), 3.1(6), 3.2(3), 7.1, 7.2, 9.1, 9.2, 12.2, 12.3, this subsection 12.4, 13.1, 13.6 and 13.7, 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 3.1(4), 3.1(5), 3.1(6), 3.2(3), 7.1, 7.2, 9.1, 9.2, 12.2, 12.3, this subsection 12.4, 13.1, 13.6 and 13.7, 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 13 - MISCELLANEOUS

13.1 Motions for Directions

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

13.2 Releasees Have No Liability for Administration

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

13.3 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.

13.4 Computation of Time

(1) In the computation of time in this Settlement Agreement, except where a contrary intention appears,

- (a) where there is a reference to a number of days between two events, they 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 and in the *Interpretation Act*, CQLR, c. I-16, the act may be done on the next day that is not a holiday.

13.5 Ongoing Jurisdiction

(1) Each of the Courts shall retain exclusive jurisdiction over the 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 similar order or direction being made or given by the other Court(s) with which it shares jurisdiction over that matter.

(3) Notwithstanding subsections 13.5(1) and 13.5(2) the Quebec Court shall exercise jurisdiction with respect to implementation, administration, interpretation and enforcement of the terms of this Settlement Agreement. Issues related to the administration of this Settlement Agreement, the Trust Account, and other matters not specifically related to the claim of a BC Settlement Class member in the BC Action or a Ontario Settlement Class member in the Ontario Action shall be determined by the Quebec Court.

13.6 Governing Law

(1) This Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Quebec.

(2) Notwithstanding Section 13.6, for matters relating specifically to the BC or Ontario Action, the BC or Ontario Court, as applicable, shall apply the law of its own jurisdiction and the laws of Canada applicable therein.

13.7 Entire Agreement

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

13.8 Amendments

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

13.9 Binding Effect

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

13.10 Counterparts

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

13.11 Negotiated Agreement

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

13.12 Language

(1) The Parties acknowledge that they have required and consented that this Settlement Agreement and all related Documents be prepared in English; les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais. Nevertheless, if required by law or by the Courts, the Settling Defendants shall prepare a French translation of the Settlement Agreement including the Schedules at their own expense. In the event of any dispute as to the interpretation or application of this Settlement Agreement, only the English version shall govern.

13.13 Transaction

(1) 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.

13.14 Recitals

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

13.15 Schedules

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

13.16 Acknowledgements

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

- (a) he, she or a representative of the Party with the authority to bind the Party with respect to the matters set forth herein has read and understood 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.

13.17 Authorized Signatures

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

13.18 Notice

(1) Where this Settlement Agreement requires a Party to provide notice or any other communication or document to another, such notice, communication or document shall be provided by 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:

Jonathan Foreman
Foreman & Company
4 Covent Market Place
London, Ontario N6A 1E2

Tel : (519) 914-1175
Email : jforeman@foremancompany.com

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

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

Reidar Mogerman, QC
Camp Fiorante Matthews Mogerman LLP
400-856 Homer Street
Vancouver, BC V6B 2W5

Tel.: (604) 331-9530
E-mail: rmogerman@cfmlawyers.ca

FOR THE SETTLING DEFENDANTS:

Rob Kwinter
Blake, Cassels & Graydon LLP
199 Bay Street, Suite 4000
Toronto ON M5L 1A9

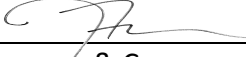
Tel: (416) 863-2400
Email: rob.kwinter@blakes.com

13.19 Date of Execution

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

Sharon Clark, by her counsel

Name of Authorized Signatory: Jonathan Foreman

Signature of Authorized Signatory: 
Foreman & Company
Ontario Counsel

Stephanie Ann Catherine Asquith, by her counsel

Name of Authorized Signatory: _____

Signature of Authorized Signatory: _____
Camp Fiorante Matthews Mogeran LLP
BC Counsel

Option Consommateurs, by its counsel

Name of Authorized Signatory: _____

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

FOR THE SETTLING DEFENDANTS:

Rob Kwinter
Blake, Cassels & Graydon LLP
199 Bay Street, Suite 4000
Toronto ON M5L 1A9

Tel: (416) 863-2400
Email: rob.kwinter@blakes.com

13.19 Date of Execution

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

Sharon Clark, by her counsel

Name of Authorized Signatory: _____

Signature of Authorized Signatory: _____
Foreman & Company
Ontario Counsel

Stephanie Ann Catherine Asquith, by her counsel

Name of Authorized Signatory: Rebecca Coad

Signature of Authorized Signatory: [Signature]
Camp Fiorante Matthews Mogerman LLP
BC Counsel

Option Consommateurs, by its counsel

Name of Authorized Signatory: _____

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

FOR THE SETTLING DEFENDANTS:

Rob Kwinter
Blake, Cassels & Graydon LLP
199 Bay Street, Suite 4000
Toronto ON M5L 1A9

Tel: (416) 863-2400
Email: rob.kwinter@blakes.com

13.19 Date of Execution

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

Sharon Clark, by her counsel

Name of Authorized Signatory: _____

Signature of Authorized Signatory: _____

Foreman & Company
Ontario Counsel

Stephanie Ann Catherine Asquith, by her counsel

Name of Authorized Signatory: _____

Signature of Authorized Signatory: _____

Camp Fiorante Matthews Mogergerman LLP
BC Counsel

Option Consommateurs, by its counsel

Name of Authorized Signatory: JEAN-PHILIPPE LINCOLT

Signature of Authorized Signatory: _____

Belleau Lapointe s.e.n.c.r.l.
Quebec Counsel

NSK Ltd. and NSK Canada Inc. by their counsel

Name of Authorized Signatory

Robert Kwinter

Signature of Authorized Signatory:



Blake, Cassels & Graydon LLP
Settling Defendant Counsel

SCHEDULE “A” – PROCEEDINGS

Proceeding	Plaintiff(s)	Defendants	Settlement Class
Quebec Superior Court (District of Montreal), File No. 500-06-000730-156 (the “Quebec Action”)	Option Consommateurs	MinebeaMitsumi Inc. (formerly Minebea Co. Ltd.), NSK Ltd., NSK Canada	All Persons in Quebec who purchased Ball Bearings or Ball Bearings Products during the Class Period, except for Excluded Persons.
British Columbia Supreme Court (Vancouver Registry) Court File No. S-151049 (the “BC Action”)	Stephanie Ann Catherine Asquith	MinebeaMitsumi Inc. (formerly Minebea Co. Ltd.), NMB Korea, NMB (USA) Inc., NMB Technologies Corporation, NSK Ltd. And NSK Canada Inc.	All Persons in British Columbia who purchased Ball Bearings or Ball Bearings Products during the Class Period, except for Excluded Persons.
Ontario Superior Court of Justice (London) Court File No. 852/16 CP (the “Ontario Action”)	Sharon Clark	MinebeaMitsumi Inc. (formerly Minebea Co. Ltd.), NMB Korea, NMB (USA) Inc., NMB Technologies Corporation, NSK Ltd. and NSK Canada Inc.	All Persons in Canada who purchased Ball Bearings or Ball Bearings Products during the Class Period other than (1) all Quebec Settlement Class members, (2) all BC Settlement Class members, and (3) Excluded Persons.

SCHEDULE "B"

LEGAL NOTICE AUTHORIZED BY THE ONTARIO SUPERIOR COURT OF JUSTICE, THE SUPREME COURT OF BRITISH COLUMBIA AND THE SUPERIOR COURT OF QUÉBEC

Notice of Certification for Settlement Purposes Only and National Settlement Approval Hearings in the Small-Size Ball Bearings Class Actions

Did you purchase small-size ball bearings or products containing small-size ball bearings between June 1st, 2003 and October 31st, 2011?

If so, please read this notice carefully. It may affect your legal rights.

The Class Actions

Class actions were commenced in Québec, British Columbia and Ontario.

The Plaintiffs allege that manufacturers of small-size ball bearings with an outside diameter of 26 millimetres or less ("Bearings") and their related entities conspired to fix the prices of Bearings, and that this resulted in purchasers paying too much for Bearings and products equipped with Bearings purchased in Canada.

Bearings are notably used in communication devices, household appliances, video cameras, personal computers, printers, air conditioning units, vacuum cleaners, fishing reels and power tools.

The NSK Settlement

The Defendants NSK Ltd. and NSK Canada Inc. (the "NSK Defendants" or "Settling Defendants") agreed to settle the class actions by paying CDN \$600,000 (the "Settlement Amount") to the benefit of settlement class members, in exchange for a full release of the claims against them relating to the alleged price-fixing of the Bearings.

The settlement is a resolution of contested claims, and the Settling Defendants do not admit any liability, wrongdoing or fault.

A previous settlement was reached with the Minebea group of defendants, valued at \$1.5 M CAD. This settlement was approved by previous orders of the courts.

If approved, the NSK settlement will resolve the litigation in its entirety.

Class Members

You may be a member of the class if you purchased Bearings and/or products equipped with Bearings between June 1st, 2003 and October 31st, 2011 ("Settlement Class Members").

Settlement Approval Hearings

The settlement must be approved by the courts before it becomes effective. Hearings are to take place at:

- the Superior Court of Québec in the City of Montréal on **May 2nd, 2022**;

- the British Columbia Supreme Court in the City of ●, on ●; and
- the Ontario Superior Court in the City of Sarnia on **June 7th, 2022**.

Distribution of Settlement Funds

The Settlement Amount, minus court-approved lawyers' fees, disbursements and applicable taxes, will be held in an interest-bearing trust account, along with the previous settlement amounts, for the benefit of Settlement Class Members in the class actions (the "Settlement Funds").

The Settlement Funds will not be distributed to Settlement Class Members at this time. At a future time, the courts will approve a process for the payment of claims to class members. A further notice will be provided at the time of distribution.

Settlement Approval and Lawyers' Fees

At the Settlement Approval Hearings, the courts will determine whether the settlement is fair, reasonable and in the best interest of Settlement Class Members. At this time, the lawyers working on these class actions will be requesting court approval of fees of up to 25% of the Settlement Amount, plus disbursements and applicable taxes. If approved, these amounts will be paid to the lawyers out of the Settlement Funds.

If you do not oppose the proposed settlement agreement, you do not need to do anything at this time.

If you wish to comment on or object to the proposed settlement or class counsel's fee, you must deliver written submission describing your comments and/or objection by no later than ● [60 days after the notice is given]. Objections and /or comments can be forwarded to class counsel. Please do not forward objections or comments to the court as they cannot process them.

If you think you are a Settlement Class Member and want to participate in the settlement approval hearing in your jurisdiction, please contact the lawyers working on the class actions (contact information below) for instructions and particulars on how to attend the hearing.

Opting Out

The court-ordered deadline for Settlement Class Members to opt out of the class actions was **February 6, 2019**. If you did not previously opt out, you are included in the class actions and are legally bound by the results of the class actions, including the NSK settlement agreement, if approved by the Courts.

For more information or to read the long form notice, please visit:

<http://www.recourscollectif.info/en/cases/bearings/>
(Belleau Lapointe s.e.n.c.r.l.)

<https://www.cfmlawyers.ca/active-litigation/small-bearings/>
(Camp Fiorante Matthews Mogerman ^{LLP})

<https://www.foremancompany.com/small-bearings>
(Foreman & Company)

You are represented by:

Belleau Lapointe s.e.n.c.r.l.

Camp Fiorante Matthews Mogerman LLP

Foreman & Company Professional Corporation

SCHEDULE "C"

NOTICE OF CERTIFICATION FOR SETTLEMENT PURPOSES ONLY AND NATIONAL SETTLEMENT APPROVAL HEARING IN THE SMALL-SIZE BALL BEARINGS CLASS ACTIONS

TO: ALL PERSONS IN CANADA WHO PURCHASED SMALL-SIZE BALL BEARINGS OR PRODUCTS CONTAINING SMALL-SIZE BALL BEARINGS BETWEEN JUNE 1ST, 2003 AND OCTOBER 31ST, 2011 ("SETTLEMENT CLASS MEMBERS").

If you bought a device such as, household appliances, video cameras, personal computers, printers, air conditioning units, communication devices, vacuum cleaners, fishing reels and power tools containing a small-size ball bearing, you may be a Settlement Class Member and your legal rights could be affected.

PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS.

I. WHAT IS A CLASS ACTION?

A class action is a lawsuit filed by one person on behalf of a large group of people that has been "certified" or "authorized" by a Canadian court and determines "common issues" for the group of people, known as the "class".

II. WHAT IS A SMALL-SIZE BEARING AND WHAT ARE THESE CLASS ACTIONS ABOUT?

Class action lawsuits have been commenced in Québec, British Columbia and Ontario.

The Plaintiffs allege that the Defendants conspired to fix prices in the market for small-size ball bearings with an outside diameter of 26 millimetres or less ("Bearings") in Canada (collectively "the Class Actions").

Bearings are notably used in communication devices, household appliances, video cameras, personal computers, printers, air conditioning units, vacuum cleaners, fishing reels and power tools. The Class Actions ask that the Courts require these companies to return any extra money that they may have received due to this alleged conspiracy.

III. WHAT IS A SETTLEMENT AND WHAT SETTLEMENT HAS BEEN REACHED IN THE CLASS ACTIONS?

A settlement is when a defendant agrees to pay money to the Settlement Class Members in exchange for having the case against it dismissed.

The Defendants NSK Ltd. and NSK Canada Inc. (collectively "NSK" or the "Settling Defendants") agreed to settle the Class Actions by paying CDN \$600 000 (the "Settlement Amount") to the benefit of the Settlement Class Members, in exchange for a full release of the claims against them relating to the alleged price-fixing of Bearings.

The settlement, which was negotiated over several months, is not an admission by NSK of liability, fault, or wrongdoing, but is a compromise of disputed claims.

The settlement must receive approval in the Québec, British Columbia and Ontario Courts to be effective. The approval hearings will take place in:

- the Québec Superior Court, in Montréal, on **May 2nd, 2022 at 9h30**;
- the British Columbia Supreme Court at ●, on ● at ●h00; and
- the Ontario Superior Court in London, on **June 7th, 2022 at 2:00 p.m.**

At the hearings, the Courts will decide whether the settlement is fair, reasonable, and in the best interest of the Settlement Class Members.

Due to the changing nature of COVID 19 protocols, it is possible that the settlement approval hearings could proceed by videoconference. If you think you are a Settlement Class Member and you want to participate in the settlement approval hearing in your jurisdiction, please contact Class Counsel for instructions and particulars on how to join the hearing. Please visit Class Counsel's websites or contact Class Counsel for further information in advance of the settlement approval hearings. Contact information for the lawyers can be found below.

A prior settlement was reached in the Class Actions with the Minebea group of defendants, valued at \$1.5 M CAD. This settlement was approved by previous orders of the courts. If approved, the NSK settlement will resolve the litigation in its entirety.

IV. WHO IS AFFECTED BY THE SETTLEMENT?

The Settlement Class Members are defined as follows:

Any persons in Canada who purchased Bearings and/or products equipped with Bearings, between June 1st, 2003 and October 31st, 2011, except the Defendants and certain entities related to the Defendants.

The Class Actions in British Columbia and Ontario were certified against the Settling Defendants, for the purposes of implementing the settlement agreement only, on ● and ●, respectively.

The Class Action in Québec was authorized against the Defendants on August 4th, 2016.

V. WHAT STEPS SHOULD I TAKE NOW?

If you do not oppose the proposed settlement, you do not need to appear at the hearings or take any other action at this time. In the interim, we recommend you keep records of any purchases of Bearings or products equipped with Bearings such as communication devices, household appliances, video cameras, personal computers, printers, air conditioning units, vacuum cleaners, fishing reels and power tools made between June 1st, 2003 and October 31st, 2011. Such records may include invoices, receipts and bank statements.

Should you wish to be kept up to date as these Class Actions proceed, you can register online on Class Counsel's websites, indicated below, to receive updates about the Class Actions.

If you want to give your opinion on the proposed settlement or speak to the Court at the hearings listed above, you must send your written submission to Class Counsel at the addresses listed below, received by no later than ● [60 days after notice is given]. Class Counsel will forward all such written submissions to the appropriate Court. All filed written submissions will be considered by the appropriate Court. If you do not file a written submission by ●, you may not be entitled to participate in the settlement approval hearings.

If you want to attend the hearings, please contact Class Counsel for additional details.

VI. WHEN WILL THE SETTLEMENT AMOUNT BE DISTRIBUTED?

The Settlement Amount, minus Court approved Class Counsel fees, disbursements and applicable taxes, will be held in an interest-bearing trust account for the benefit of Settlement Class Members (the "Settlement Funds"). The Settlement Funds will not be distributed to Settlement Class Members at this time. At a future date, the courts will approve how the Settlement Funds will be distributed and how you can apply to receive a share of the Settlement Funds. Watch for another notice explaining how to claim money from the settlement.

VII. OPT OUT DEADLINE PASSED ON FEBRUARY 6, 2019

The Court-ordered deadline for Settlement Class Members to opt out of the Class Actions was **February 6, 2019**. If you did not previously opt out, you are included in the Class Actions and are legally bound by the results of the Class Actions, including the NSK settlement agreement, if approved by the Courts.

VIII. WHAT DO I HAVE TO PAY?

You do not have to pay the lawyers working on these Class Actions any money. Class Counsel will be paid from the money collected in these Class Actions. The courts will be asked to decide how much Class Counsel will be paid. Class Counsel will collectively be asking at the settlement approval hearings that the Courts approve legal fees of up to 25% of the Settlement Funds, plus disbursements and applicable taxes. Any approved Class Counsel fees, disbursements and applicable taxes will be paid out of the Settlement Funds at that time.

If you wish to comment on or make an objection to Class Counsel fees, a written submission must be delivered to the appropriate Class Counsel at the addresses listed below **by ● at the latest**. Class Counsel will forward all such submissions to the appropriate court. If you do not file a written submission by the deadline, you may not be entitled to participate in the hearing and your submission may not be brought to the attention of the courts.

IX. WHAT IF THE SETTLEMENT AGREEMENT IS NOT APPROVED?

The certification orders in Ontario and British Columbia are only valid if the NSK settlement is approved by all three courts. If the NSK settlement is not approved or if it otherwise fails to take effect, the certification orders will not stand and the litigation will continue against the NSK defendants.

X. WHO ARE THE LAWYERS WORKING ON THESE CLASS ACTIONS?

The law firm of Belleau Lapointe represents Settlement Class Members in Québec. Belleau Lapointe can be reached at:

- Toll free at 1-888-987-6701, by fax at 1-514-987-6886, by e-mail at info@belleaulapointe.com or by mail at 300, Place d'Youville, Bureau B-10, Montréal, Québec H2Y 2B6, Attention: Jean-Philippe Lincourt.

The law firm of Camp Fiorante Matthews Mogerman ^{LLP} represents Settlement Class Members in British Columbia. CFM can be reached at:

- Toll free at 1-800-689-2322, by fax at 1-604-689-7554, by e-mail at info@cfmlawyers.ca or by mail at Suite 400, 856 Homer Street, Vancouver, British Columbia V6B 2W5, Attention: Sharon Wong.

The law firm Foreman & Company represents Settlement Class Members in Canada excluding Québec and British Columbia. Foreman & Company can be reached at:

- Toll free at 1-855-814-4575 ext. 106, by fax at 1-226-884-5340, by e-mail at classactions@foremancompany.com or by mail at 4 Covent Market Place, London, Ontario N6A 1E2, Attention: Kassandra Gauld.

XI. WHERE CAN I ASK MORE QUESTIONS?

For more information and/or to receive future notices and updates regarding the Class Actions, please visit the following websites:

- Belleau Lapointe s.e.n.c.r.l.: <http://www.recourscollectif.info/en/cases/bearings>
- Camp Fiorante Matthews Mogerman ^{LLP}: <https://www.cfmlawyers.ca/active-litigation/small-bearings/>
- Foreman & Company: <https://www.foremancompany.com/small-bearings>

If you have questions that are not answered online, please contact Class Counsel at the numbers listed above.

XII. INTERPRETATION

This notice contains a summary of some of the terms used in the settlement agreement entered into with the NSK defendants. If there is a conflict between the provisions of this notice and the settlement agreement entered into with the NSK defendants, the terms of the latter shall prevail.

SCHEDULE "D"

Banner Ad

Did you purchase small-size ball bearings or products containing small-size ball bearings (like communication devices, household appliances, video cameras, personal computers, printers, air conditioning units, vacuum cleaners, fishing reels and power tools, among other products) between June 1st, 2003 and October 31st, 2011?

IF SO, YOUR LEGAL RIGHTS MAY BE AFFECTED BY A RECENT CLASS ACTION SETTLEMENT.

[CLICK TO LEARN MORE.](#)

SCHEDULE "E"

Proposed Settlement Reached in Canadian Small-Size Ball Bearings Class Actions

LONDON, ON – [date], 2022 – A proposed national settlement has been reached with NSK Ltd. and NSK Canada Inc. (collectively “NSK”) in Canadian class actions concerning the alleged price fixing of small-size ball bearings.

Small-size ball bearings are notably used in communication devices, household appliances, video cameras, personal computers, printers, air conditioning units, vacuum cleaners, fishing reels and power tools, among other products.

NSK has agreed to pay CAD \$600,000 for the benefit of settlement class members. The settlement, which was negotiated over several months, is not an admission by NSK of liability, fault, or wrongdoing, but is a compromise of disputed claims. The settlement must be approved by the courts before it becomes effective.

To be a member of these class actions, one must have purchased a small-size ball bearing or a product containing a small-size ball bearing between June 1, 2003 and October 31, 2011.

This is the second and final settlement to be reached in the actions. An earlier national settlement valued at CAD \$1.5 million has been previously approved by the courts. If approved, the NSK settlement will resolve the litigation in its entirety.

The settlement amounts will not be distributed at this time. At a future time, the courts will approve a process for the payment of claims to class members. A further notice will be provided at the time of distribution.

For more detailed information and to review the long-form notice, please visit <https://www.foremancompany.com/small-bearings>.

Settlement Class Members are represented by:

In Québec: *Belleau Lapointe, s.e.n.c.r.l.*

In British Columbia: *Camp Fiorante Matthews Mogeran^{LLP}*

Canada excluding Québec and British Columbia: *Foreman & Company Professional Corporation*

Media contacts:

English: Jonathan Foreman - classactions@foremancompany.com, 519-914-1175 x 102

French: Marie-Ève Dumont, Option consommateurs - medumont@optionconsommateurs.org, 514-777-6133

SCHEDULE "F"

SMALL-SIZE BALL BEARINGS – PLAN OF DISSEMINATION

The Notice of Certification and Settlement Approval Hearing will be distributed in short-form, long-form, banner ad, and press release format (collectively the "Notices").

The Notices will be delivered as follows:

1. The short and long-form Notices, a copy of the settlement agreement entered into by the parties, a copy of certification for settlement purposes order(s) and a copy of any endorsements issued in relation to the certification and settlement approval process by the court in Québec, British Columbia and Ontario will be posted on Class Counsel's dedicated Small-size Ball Bearings Class Action webpage, in English and French where applicable.
2. A link to Class Counsel's dedicated Small-size Ball Bearings Class Action webpages, will be posted on Class Counsel's social media accounts (including but not limited to LinkedIn and Twitter).
3. By distribution to major news and broadcast outlets across Canada, in English and French, through a press release on Canada Newswire with promotion through Canada Newswire's social media feeds.
4. The short-form notice will be provided to the following organizations, in English and in French, requesting voluntary distribution to their membership and/or that a copy of the short-form notice or information about the actions be posted on their website and social media channels, as applicable:
 - a. The Consumers' Association of Canada;
 - b. The Consumers' Council of Canada; and

c. Electronic Products & Technology.

The manner by which any Notices and/or information are distributed will be at the discretion of each organization.

5. There will be a nationally syndicated digital distribution of the banner ad on the Google Display Network, the Facebook network, and to news media websites within the PostMedia network for a period of sixty (60) days, with a target of a minimum 1,000,000 unique impressions. The banner ad will be provided in English and/or French as applicable and may be modified as necessary to fit the dimensions and specifications as required by particular websites and media providers. The banner ad will redirect class members to Class Counsels' Small-size Ball Bearings webpages where they will be able to consult the long-form notice among other case documents.
6. Within seven (7) days of the first publication of the Notices, the short-form notice will be sent by direct mail, fax and/or e-mail to all persons who have registered to receive updates from Class Counsel about the litigation, to any Canadian customers of the Settling Defendants disclosed to Class Counsel by the Settling Defendants, and to any Canadian customers of the previously settled defendants Minebeamitsumi Inc. (formerly Minebea Co., Ltd.), NMB (USA) Inc. NMB Korea Co., Ltd., and NMB Technologies Corporation (collectively, "Minebea"), disclosed to Class Counsel by Minebea.
7. The short-form notice will be mailed to all potential Small-size Ball Bearings purchaser companies, excluding the defendant NSK Canada Inc., from the "Canadian Importers Database" pulled from Industry Canada under imported product code 8482100051 – Ball bearings, single row, radial type, having external diameter \leq 52mm. Appended to this Plan of Dissemination as **Schedule "A"** is a copy of the list of Small-size Ball Bearings

importing companies. For importers located in Québec, the short-form notice will be sent in English and French.

Annexe A - Schedule "A"

CANIMEX INC
GATES CANADA INC.
NSK CANADA INC.
NTN BEARING CORPORATION OF CANADA LIMITED
PRATT & WHITNEY CANADA CORP./PRATT & WHITNEY CANADA CIE.
RINGBALL CORPORATION
SCHAEFFLER CANADA INC.
SKF CANADA LIMITED/SKF DU CANADA LIMITEE

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 Certification for Settlement Purposes
and Notice Approval)**

**FOREMAN & COMPANY
PROFESSIONAL CORPORATION**

4 Covent Market Place
London, ON N6A 1E2

Jonathan J. Foreman (LSO# 45087H)

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Lawyers for the Plaintiff