

**CANADIAN COOLING COMPRESSORS CLASS ACTION
NATIONAL SETTLEMENT AGREEMENT**

Between:

**1355741 ONTARIO INC. OPERATING AS ZERO ZONE MECHANICAL,
DAMON GREEN and ÉMILIE CHASSÉ**

(the “Plaintiffs”)

and

DANFOSS FLENSBURG GMBH

(the “Settling Defendant”)

Executed June 18, 2015

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RECITALS

A. WHEREAS the Proceedings were commenced by the BC Plaintiff in British Columbia, the Quebec Petitioner in Quebec and the Ontario Plaintiff in Ontario;

B. AND WHEREAS in the Proceedings, the Plaintiffs allege that certain companies, including certain companies related to the Settling Defendant, participated in an unlawful conspiracy to fix, raise, maintain or stabilize the prices of Cooling Compressors in Canada from at least January 1, 2004 until at least December 31, 2008, contrary to Part VI of the *Competition Act* and the common law and/or civil law;

C. AND WHEREAS the Competition Bureau conducted an investigation in respect of the pricing of Cooling Compressors in Canada, and whereas the Competition Bureau announced that it had closed its investigation on November 3, 2010;

D. AND WHEREAS during the course of its investigation and public announcement, the Competition Bureau never made or issued any findings in respect of the Settling Defendant or any other Danfoss Group entity relating an alleged conspiracy relating to the pricing of Cooling Compressors in Canada, and whereas no Danfoss Group entity has ever been convicted of any criminal or other offence in Canada at any time relating to the pricing of Cooling Compressors in Canada;

E. AND WHEREAS the Ontario Plaintiff, the Quebec Petitioner and the BC Plaintiff have never named the Settling Defendant as a defendant in any proceedings, and whereas the Settling Defendant asserts that any claims against it are barred as a matter of limitations under Canadian law;

F. AND WHEREAS since the Settling Defendant was never named as a defendant, the Settling Defendant has never attorned to the jurisdiction of the Ontario Court, the Quebec Court or the BC Court for the purposes of these proceedings, and whereas the Settling Defendant maintains that it does not conduct business in Canada and would have grounds to challenge service *ex juris* and the jurisdiction of the Ontario Court, the Quebec Court and the BC Court in the event that it ever was named as a defendant;

G. AND WHEREAS the Settling Defendant further believes that it is not liable in respect of the claims as alleged in the Proceedings, and whereas the Settling Defendant believes that it has good and reasonable defences in respect of the merits in the Proceedings;

H. AND WHEREAS the Settling Defendant asserts that it would actively pursue its defences in respect of limitations, jurisdiction and the merits during the course of certification, during the course of discovery and at trial if the Plaintiffs continued the Proceedings against it and the Releasees;

I. AND WHEREAS, despite its belief that it is not liable in respect of the claims as alleged in the Proceedings and has good and reasonable defences in respect of limitations, jurisdiction and the merits, the Settling Defendant is 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 Settling Defendant or Releasees by the Plaintiffs in the Proceedings, and to avoid further expense, inconvenience, the distraction of burdensome and protracted litigation, and the risks associated with trials and appeals;

J. AND WHEREAS the Settling Defendant is entering this Settlement Agreement, in part, in view of the nuisance associated with these Proceedings;

K. AND WHEREAS the deadline for Settlement Class Members to opt-out of the Proceedings has passed and there were no opt-outs;

L. AND WHEREAS counsel for the Settling Defendant and Class Counsel have engaged in arm's-length settlement discussions and negotiations, resulting in this Settlement Agreement with respect to the Proceedings;

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

N. AND WHEREAS the Settling Defendant does not admit, through the execution of this Settlement Agreement or otherwise, any allegation of unlawful conduct alleged in the Proceedings;

O. AND WHEREAS the Plaintiffs, Class Counsel and the Settling Defendant 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 Defendant or Releasees, or evidence of the truth of any of the Plaintiffs' allegations against the Settling Defendant or Releasees, which allegations are expressly denied by the Settling Defendant and Releasees;

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

Q. AND WHEREAS the Plaintiffs have agreed to accept this settlement, in part, because of the value of the Settlement Amount to be paid by the Settling Defendant under this Settlement Agreement and the value of the cooperation the Settling Defendant has made and agrees to render or make available to the Plaintiffs and/or Class Counsel as an early settling party at an early stage of these Proceedings pursuant to this Settlement Agreement, as well as the attendant risks of litigation in light of the potential limitations, jurisdiction and other defences on the merits that may be asserted by the Settling Defendant;

R. AND WHEREAS the Plaintiffs recognize the benefits of the Settling Defendant's early cooperation in respect of the Proceedings;

S. AND WHEREAS the Parties therefore wish to and hereby finally resolve on a national basis, without admission of liability, all of the Proceedings as against the Settling Defendant and the Releasees named as Defendants;

T. AND WHEREAS the Settling Defendant is entering into this Settlement Agreement in order to achieve a final and nation-wide resolution of all claims asserted or which could have been asserted against the Settling Defendant and the Releases by the Plaintiffs in the

Proceedings, and to avoid further expense, inconvenience and the distraction of burdensome and protracted litigation;

U. AND WHEREAS for the purpose of implementing this Settlement Agreement, the Plaintiffs shall amend their pleading in respect of each of the Proceedings so as to name the Settling Defendant as a new defendant for the sole purpose of implementing this Settlement Agreement and contingent on approvals by the Courts as provided for in this Settlement Agreement, on the express understanding that the Settling Defendant shall be subsequently removed as a party and the Settling Defendant shall reserve all of its existing procedural, substantive and jurisdictional rights and defences in the event that this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason;

V. AND WHEREAS the Settling Defendant is prepared to submit to the jurisdiction of the Ontario Court, the Quebec Court and the BC Court for the sole purpose of implementing this Settlement Agreement and contingent on approvals by the Courts as provided for in this Settlement Agreement, on the express understanding that such a submission or attornment shall be deemed to have no effect and the Settling Defendant shall be subsequently removed as a party and the Settling Defendant shall reserve all of its existing procedural, substantive and jurisdictional rights and defences in the event that this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason;

W. AND WHEREAS the Parties consent to certification or authorization (i) of the Proceedings as class proceedings, (ii) of the Settlement Classes and (iii) of a Common Issue in respect of each of the Proceedings for the sole purpose of implementing this Settlement Agreement 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;

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

Y. AND WHEREAS for the purposes of settlement only and contingent on approvals by the Courts as provided for in this Settlement Agreement, the Plaintiffs have consented to a dismissal of the Proceedings as against the Settling Defendant and the Releasees named as Defendants;

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

SECTION 1 - DEFINITIONS

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

- (1) **Administration Expenses** means all fees, disbursements, expenses, costs, taxes and any other amounts incurred or payable by the Plaintiffs, Class Counsel or otherwise for the approval, implementation and operation of this Settlement Agreement, including the costs of Notices and the costs of claims administration, but excluding Class Counsel Fees.
- (2) **Approval Hearings** mean the hearings to approve the motions brought by Class Counsel for the Courts' approval of the settlement provided for in this Settlement Agreement.
- (3) **BC Action** means the proceeding commenced by the BC Plaintiff before the BC Court that is identified in Schedule "A" to this Settlement Agreement.
- (4) **BC Counsel** means Camp Fiorante Matthews Mogerman.
- (5) **BC Court** means the Supreme Court of British Columbia.
- (6) **BC Plaintiff** means Damon Green.
- (7) **BC Settlement Class** means the settlement class in respect of the BC Action that is defined in Schedule "A" to this Settlement Agreement.

- (8) **Class Counsel** means Ontario Counsel, Quebec Counsel and BC Counsel who act as class counsel in the Proceedings.
- (9) **Class Counsel Fees** include the fees, disbursements, costs, interest, GST or HST (as the case may be) and other applicable taxes or charges of Class Counsel.
- (10) **Class Period** means January 1, 2004 to December 31, 2008.
- (11) **Common Issue** means: Did the Settling Defendant conspire to fix, raise, maintain or stabilize the prices of, or allocate markets and customers for, Cooling Compressors directly or indirectly in Canada during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?
- (12) **Cooling Compressors** means hermetically sealed cooling compressors of less than one horsepower, except that Cooling Compressors shall not include compressors used in air conditioners.
- (13) **Cooling Compressor Products** means Cooling Compressors and products containing Cooling Compressors, except that Cooling Compressor Products shall not include air conditioners.
- (14) **Courts** means the Ontario Court, the Quebec Court and the BC Court.
- (15) **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, for the purpose of this Settlement Agreement, Defendants includes, without limitation, the Settling Defendant.
- (16) **Distribution Protocol** means the plan developed by Class Counsel for distributing the Settlement Amount, plus accrued interest and less approved Administration Expenses and Class Counsel Fees, to Settlement Class Members, as approved by the Courts.
- (17) **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.

- (18) **Effective Date** means the date immediately when the Final Orders have been received from all Courts approving this Settlement Agreement.
- (19) **Execution Date** means the date of the execution of this Settlement Agreement by counsel for all the Plaintiffs and the Settling Defendant.
- (20) **Excluded Person** means each Defendant, the directors and officers of each Defendant, the subsidiaries or affiliates of each Defendant, the entities in which each Defendant or any of that Defendant's subsidiaries or affiliates have a controlling interest and the legal representatives, heirs, successors and assigns of each of the foregoing.
- (21) **Final Order** means a final order, judgment or equivalent decree entered by a Court in respect of certification or authorization of a Proceeding as a class proceeding for the purposes of this settlement and/or the approval of this Settlement Agreement and implementing it in accordance with its terms, once the time to appeal such order has expired without any appeal being taken (if an appeal lies), or if the order is appealed, once there has been affirmation of the order, judgment or equivalent decree upon a final disposition of all appeals.
- (22) **Non-Settling Defendants** means any Defendant that (i) is not the Settling Defendant, Danfoss A/S, Danfoss Commercial Compressors Limited, Danfoss Scroll Technologies, LLC, Danfoss Turbocor Compressors, Inc., Danfoss Compressor, LLC, Danfoss LLC (as the successor to Danfoss Inc. (U.S.)) or Danfoss Inc. (Canada), and (ii) has not entered into a settlement with the Plaintiffs in the Proceedings, whether or not such settlement agreement is in existence at the Execution Date, 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.
- (23) **Notice of Approval Hearings** means the form or forms of notice, agreed to by the Plaintiffs and the Settling Defendant, or such other form or forms of notice as may be approved by the Courts, which informs the Settlement Class of: (i) the dates and locations of the Approval Hearings, and (ii) the process by which a Settlement Class Member may object to the settlement.

- (24) ***Notice of Certification and Settlement Approval*** means the form or forms of notice, agreed to by the Plaintiffs and the Settling Defendant, or such other form or forms of notice as may be approved by the Courts, which informs the Settlement Class of: (i) the certification or authorization of the Proceedings as class proceedings for settlement purposes, (ii) the approval of this Settlement Agreement, and (iii) the process by which Settlement Class Members may apply to obtain compensation from the Settlement Amount, if applicable.
- (25) ***Ontario Action*** means the proceeding commenced by the Ontario Plaintiff before the Ontario Court as identified in Schedule “A” to this Settlement Agreement.
- (26) ***Ontario Counsel*** means Siskinds LLP and Harrison Pensa LLP.
- (27) ***Ontario Court*** means the Ontario Superior Court of Justice.
- (28) ***Ontario Plaintiff*** means 1355741 Ontario Inc. operating as Zero Zone Mechanical.
- (29) ***Ontario Settlement Class*** means the settlement class in respect of the Ontario Action that is defined in Schedule “A” to this Settlement Agreement. For greater certainty, the settlement class shall include Servicerite Inc.
- (30) ***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.
- (31) ***Party and Parties*** means the Settling Defendant, the Plaintiffs, and, where necessary, the Settlement Class Members.
- (32) ***Person*** means an individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, trustee, executor, beneficiary, unincorporated association, government or any political subdivision or agency thereof, and any other business or legal entity and their heirs, predecessors, successors, representatives, or assignees.
- (33) ***Plaintiffs*** means the Ontario Plaintiff, the Quebec Petitioner and the BC Plaintiff.

- (34) ***Proceeding and Proceedings*** means the Ontario Action, the Quebec Action, and the BC Action as defined in Schedule “A” to this Settlement Agreement.
- (35) ***Proportionate Liability*** means the proportion of any judgment that, had the Settling Defendant not settled, the Ontario or the BC Court, as applicable, would have apportioned to the Settling Defendant and the other Releasees.
- (36) ***Quebec Action*** means the proceeding commenced by the Quebec Petitioner before the Quebec Court identified in Schedule “A” to this Settlement Agreement.
- (37) ***Quebec Counsel*** means Bochart Pagé Tremblay Avocats.
- (38) ***Quebec Court*** means the Quebec Superior Court.
- (39) ***Quebec Petitioner*** means Émilien Chassé.
- (40) ***Quebec Settlement Class*** means the settlement class in respect of the Quebec Action that is defined in Schedule “A” to this Settlement Agreement.
- (41) ***Recitals*** means the recitals to this Settlement Agreement;
- (42) ***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, that the Releasers, 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, from the beginning of time to the date hereof, in respect of the purchase, sale, pricing, discounting, marketing, or distributing of or compensation for, Cooling Compressor Products in Canada, or relating to any conduct alleged (or which could have been alleged) in the Proceedings, including, without limitation, any such claims which have been asserted or could have been asserted, directly or indirectly, as a result of or in connection with an alleged

conspiracy or other unlawful agreement or any other horizontal or vertical, or unilateral or coordinated, anti-competitive conduct (whether that conduct occurred in Canada or elsewhere) in connection with the purchase, sale, pricing, discounting, marketing or distributing of Cooling Compressor Products in Canada during the Class Period, including, without limitation, any claims for consequential, subsequent or follow-on harm that arises after the date hereof in respect of any agreement or conduct that occurred prior to the date hereof. For greater certainty, nothing herein shall be construed to release any claims arising from any alleged product defect, breach of contract, or similar claim between the Releasees and Releasers relating to Cooling Compressor Products.

- (43) **Releasees** means, jointly and severally, individually and collectively, the Settling Defendant, and all of its respective 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 (including without limitation Danfoss A/S, Danfoss Commercial Compressors Limited, Danfoss Scroll Technologies, LLC, Danfoss Turbocor Compressors, Inc., Danfoss Compressor, LLC, Danfoss LLC (as the successor to Danfoss Inc. (U.S.)), and Danfoss Inc. (Canada)), and all of their respective 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 any affiliates of the Non-Settling Defendants.
- (44) **Releasers** means, jointly and severally, individually and collectively, the Plaintiffs and the Settlement Class Members, on behalf of themselves and any person or entity claiming by or through them as a parent, subsidiary, affiliate, predecessor, successor, shareholder, partner, director, owner of any kind, agent, principal, employee, contractor, attorney, heir, executor, administrator, insurer, devisee, assignee, or representative of any kind.
- (45) **Schedules** mean the schedules to this Settlement Agreement.
- (46) **Settlement Agreement** means this agreement, including the Recitals and Schedules.

- (47) **Settlement Amount** means the sum of three hundred thousand Canadian dollars (CAD \$300,000).
- (48) **Settlement Class** means all Persons included in the Ontario Settlement Class, the Quebec Settlement Class and the BC Settlement Class.
- (49) **Settlement Class Member** means a member of the Settlement Class, on the basis that there are no persons who validly opted out of the Settlement Class in accordance with the order of the Ontario Court dated October 26, 2011, the Quebec Court dated November 25, 2011 or the BC Court dated September 28, 2012.
- (50) **Settling Defendant** means Danfoss Flensburg GmbH.
- (51) **Trust Account** means an interest-bearing trust account at a Canadian Schedule 1 bank under the control of Siskinds LLP, for the benefit of the Settlement Class Members or the Settling Defendant, as provided for in this Settlement Agreement.
- (52) **U.S. MDL Litigation** means the class action proceedings that were filed in the United States District Court for the Eastern District of Michigan, under the caption *In re Refrigerant Compressors Antitrust Litigation*, 09-MDL-2042, and including all class actions transferred by the Judicial Panel for Multidistrict Litigation for coordination, all class actions pending such transfer, and all class actions that may be transferred in the future.

SECTION 2 - SETTLEMENT APPROVAL

2.1 Best Efforts

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

2.2 Motions Seeking Approval of Notice

(1) At a time mutually agreed to by the Parties after the Settlement Agreement is executed, the Plaintiffs shall bring motions before the Courts for orders approving the Notices of Approval Hearings described in Section 9.1.

(2) The Ontario order approving the Notices of Approval Hearings described in Section 9.1 shall be substantially in the form attached as Schedule “B1” to this Settlement Agreement.

(3) The British Columbia and Quebec orders approving the Notices of Approval Hearings described in Section 9.1 shall be substantially in the form attached hereto respectively as Schedules “B2” and “B3” to this Settlement Agreement.

(4) At or before the motions described in Section 2.2(1), the Plaintiffs shall bring a motion for an order to amend the statement of claim or equivalent originating process in each Proceeding to add the Settling Defendant as a defendant. In addition, the Plaintiffs in the Ontario Action shall bring a motion for an order to amend the statement of claim or equivalent originating process to remove Servicerite Inc. as a plaintiff. The Settling Defendant shall consent to such amendments and shall not assert any limitation or other objections solely for the purposes of implementing this Settlement Agreement. Counsel for the Settling Defendant shall further accept service of the amended statement of claim or equivalent originating process naming the Settling Defendant as a defendant in each Proceedings solely for the purposes of implementing this Settlement Agreement. In the event that the Settlement Agreement is not approved, is terminated or otherwise fails to take effect, the Plaintiffs shall consent to the removal of the Settling Defendant as a party and the Settling Defendant shall be entitled to assert all of its procedural, substantive and jurisdictional rights and defences that existed prior to this Settlement Agreement in connection with jurisdiction, service, limitations, and otherwise at law.

2.3 Motions Seeking Certification or Authorization and Approval of the Settlement

(1) As soon as practicable after the orders referred to in Sections 2.2(2), (3) and (4) have been granted and the Notices of Approval Hearings described in Section 9.1 have been published, the Plaintiffs shall bring motions before the Courts for orders certifying or authorizing the Settlement Class and approving this Settlement Agreement.

(2) The Ontario order approving the Notices of Certification and Settlement Approval described in Section 9.1 shall be in the form attached as Schedule “C1” to this Settlement Agreement, except that paragraphs 6, 7, 22, 24, 26 and 27 of the Ontario order need only be substantially in the form set out in Schedule “C1”.

(3) The British Columbia and Quebec orders approving the Notices of Certification and Settlement Approval described in Section 9.1 shall be in the form attached hereto respectively as Schedules “C2” and “C3” to this Settlement Agreement, except that paragraphs 6, 7, 22, 24, 26 and 27 of the BC order need only be substantially in the form set out in Schedule “C2” and paragraphs 4, 5, 12 and 26 of the Quebec order need only be substantially in the form set out in Schedule “C3”.

(4) The form and content of the orders approving this Settlement Agreement contemplated in this Section 2.3 shall be considered a material term of this Settlement Agreement and, subject to Sections 2.2(2), 2.2(3), 2.3(2), and 2.3(3), the failure of any Court to approve the orders contemplated herein shall give rise to a right of termination pursuant to Section 12.1(2) of this Settlement Agreement.

2.4 Pre-Motion Confidentiality

(1) Until the first of the motions required by Section 2.2 is brought, the Parties shall keep all of the terms of the Settlement Agreement confidential and shall not disclose them without the prior consent of counsel for the Settling Defendant 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), as necessary to give effect to the terms of this Settlement Agreement, or as otherwise required by law.

2.5 Sequence of Motions

(1) The Plaintiffs in Quebec and British Columbia shall not proceed with a motion to approve the Notices of Approval Hearings in the Quebec Action and BC Action unless and until the Ontario Court approves the Notice of Approval Hearings. The motions to approve the Notices of Approval Hearings may be filed in Quebec and British Columbia, but, if necessary, Quebec and BC Counsel will seek an adjournment of their hearings to permit the Ontario Court

to render its decision on the approval of the Notices of Approval Hearings. The Settling Defendant may elect to waive this provision.

(2) The Plaintiffs in Quebec and British Columbia shall not proceed with a motion to certify or authorize the Settlement Class and approve this Settlement Agreement unless and until the Ontario Court certifies the Settlement Class and approves the Settlement Agreement. The certification/authorization and approval motions may be filed in Quebec and British Columbia, but, if necessary, Quebec and BC Counsel will seek an adjournment of their hearings to permit the Ontario Court to render its decision on the certification of the Settlement Class and the approval of the Settlement Agreement. The Settling Defendant may agree to waive this provision.

SECTION 3 - SETTLEMENT BENEFITS

3.1 Payment of Settlement Amount

(1) Within fifteen (15) days of the Execution Date, the Settling Defendant shall pay the Settlement Amount to Siskinds LLP for deposit into the Trust Account, in full satisfaction of all of the Released Claims against the Releasees.

(2) The Settling Defendant shall deposit the Settlement Amount into the Trust Account by wire transfer. Siskinds LLP shall provide the necessary wire transfer information to counsel for the Settling Defendant with reasonable advance notice so that the Settling Defendant has a reasonable period of time to comply with Section 3.1(1) of this Settlement Agreement.

(3) Within ten (10) days of the Execution Date, the Parties shall reach agreement with respect to the Trust Account, including which Canadian Schedule 1 bank will hold the Trust Account.

(4) The Settling Defendant and the other 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, except as specifically provided for in Section 11.1(7) of this Settlement Agreement.

(5) Siskinds LLP shall not pay out all or any part of the monies in the Trust Account, except in accordance with this Settlement Agreement, or in accordance with an order of the Courts obtained after notice to the Parties.

3.2 Taxes and Interest

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

(2) Subject to Section 3.2(3), all taxes payable on any interest which accrues on the monies in the Trust Account shall be the responsibility of the Settlement Class. Class Counsel 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 Defendant 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 Defendant who, in such case, shall be responsible for the payment of all taxes on such interest.

3.3 Intervention in the U.S. MDL Litigation

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

SECTION 4 - COOPERATION

4.1 Extent of Cooperation

(1) After the Effective Date, or at a time mutually agreed upon by the Parties, subject to any other provisions of this Settlement Agreement and any other legal restrictions, the Settling Defendant shall, upon request by the Plaintiffs or Class Counsel with at least thirty (30) days' written notice:

- (a) provide to Class Counsel existing electronic transactional sales data that is in the possession of the Settling Defendant (including data that the Settling Defendant has obtained from Danfoss Inc. (Canada)) reflecting the Settling Defendant's and Danfoss Inc.'s sales of Cooling Compressors in Canada between January 1, 2004 and December 31, 2010, to the extent such data is reasonably accessible in their records. The transactional data shall be provided in Microsoft Excel or such other format as may be agreed upon by the Settling Defendant and Class Counsel;
- (b) respond to reasonable inquiries by the Plaintiffs that are communicated with reasonable advance notice regarding the transactional sales produced pursuant to Section 4.1(1)(a), including a reasonable number of written and/or telephonic communications with Class Counsel and/or Plaintiffs' experts and between technical personnel;
- (c) provide electronic copies of any Documents created in the ordinary course of business which were produced by the Settling Defendant to the European Commission, the United States Department of Justice or the Canadian Competition Bureau with respect to the alleged conspiracy related to the sale of Cooling Compressors in Canada during the Class Period, and any pre-existing translations of those Documents; and
- (d) to the extent not included in the above categories, provide electronic copies of any Documents produced in the U.S. MDL Litigation, including but not limited to, any Documents provided by the Settling Defendant to counsel for the plaintiffs in the U.S. MDL Litigation pursuant to any settlement agreement entered into

between the plaintiffs in the U.S. MDL Litigation and the Settling Defendant or any of the Releasees, and any pre-existing translations of those documents.

(2) The obligation to produce Documents pursuant to Section 4.1 shall be a continuing obligation to the extent additional Documents are identified by the Releasees following the initial productions pursuant to this Settlement Agreement.

(3) After the Effective Date, the Settling Defendant shall provide, through a meeting between Class Counsel and counsel for the Settling Defendant, an evidentiary proffer, which will set out the Settling Defendant's and Danfoss A/S's relevant and non-privileged information derived from their investigation and factual inquiries in respect of the matters at issue in the Proceedings, including information derived from business records, testimonial transcripts and employee or witness interviews (if applicable), with respect to the alleged conspiracy relating to the sale of Cooling Compressors in Canada during the Class Period. The timing and location of any such proffer shall be determined based on reasonable agreement between the Settling Defendant, the Plaintiffs and Class Counsel. As part of such a proffer, the Plaintiffs and Class Counsel may ask whether the Settling Defendant is in the possession of market information (or can readily obtain such market information from Danfoss Inc.) relating to downstream sales of Cooling Compressor Products to consumers in Canada, for the purpose of assessing the nature and scope of indirect sales in Canada during the Class Period as part of the Plaintiffs' and Class Counsel's ongoing prosecutions of the Proceedings as against the Non-Settling Defendants. The Settling Defendant agrees to give serious consideration to such a request, but nothing in this Settlement Agreement shall constitute or create any obligation by the Settling Defendant or any other entity to search for or to produce such information, and any failure by the Settling Defendant or any other entity to provide information in response to such a request shall not constitute a breach of this Settlement Agreement.

(4) After the Effective Date, at times that are mutually agreeable to the Settling Defendant and Class Counsel, the Settling Defendant shall, at the request of Class Counsel, upon reasonable notice, and subject to any legal restrictions, engage reasonable best efforts to make available up to a maximum of three (3) former employees of the Settling Defendant with respect to the alleged conspiracy relating to the sale of Cooling Compressors in Canada during the Class Period to participate in a personal interview with Class Counsel and/or experts retained by Class

Counsel in the Proceedings, at a location chosen by the Settling Defendant in its sole discretion. Each such interview shall last no more than eight (8) hours, including reasonable breaks, and may occur on more than a single day, but not more than two (2) days. Costs incurred by, and the expenses of, the former employees of the Settling Defendant in relation to such interviews shall be the responsibility of Class Counsel. Costs of an interpreter or costs otherwise associated with foreign language translation in connection with the interviews shall be the responsibility of Class Counsel. If a former employee refuses to provide information or otherwise cooperate, Danfoss Flensburg shall engage in reasonable best efforts to make him or her available for an interview. The failure of such a former employee to agree to make him or herself available to, or to otherwise cooperate with, the Plaintiffs and Class Counsel shall not constitute a breach or other violation of this Settlement Agreement.

(5) Subject to the rules of evidence and any other provisions of this Settlement Agreement, the Settling Defendant agrees to use reasonable efforts to authenticate for use at trial, discovery, summary judgment motions and/or certification motions, any of the Documents and information provided by the Settling Defendant as cooperation pursuant to Section 4.1 of this Settlement Agreement and, to the extent possible, any documents produced by other Defendants in connection with the Proceedings. In addition, subject to the rules of evidence and any other provisions of this Settlement Agreement, to the extent that the Settling Defendant is unable to authenticate the data originating with Danfoss Inc. and provided pursuant to Section 4.1(1)(a), Danfoss Inc. agrees to use reasonable efforts to authenticate such data for use at trial, discovery, summary judgment motions and/or certification motions.

(6) Nothing in this Settlement Agreement shall require, or shall be construed to require, the Settling Defendant or the other Releasees, or any representative or employee of the Releasees, to disclose or produce any Documents or information in breach of any order, regulatory directive, rule or law of this or any jurisdiction, or subject to solicitor-client privilege, litigation privilege, work product doctrine, common interest privilege, joint defence privilege or any other privilege, or to disclose or produce any information or documents the Releasees obtained on a privileged or cooperative basis from any party to any action or proceeding who is not a Releasee.

(7) If any Documents protected by any privilege and/or any privacy law or other rule or law of this or any applicable jurisdiction are accidentally or inadvertently disclosed or produced, such

Documents shall be promptly returned to the Settling Defendant or the other Releasees and the Documents and the information contained therein shall not be disclosed or used, directly or indirectly, except with the express written permission of the Settling Defendant, and the production of such Documents shall in no way be construed to have waived in any manner any privilege, doctrine, law, or protection attached to such Documents.

(8) Nothing in this Settlement Agreement shall require, or shall be construed to require, the Settling Defendant to disclose or produce (i) any communications, discussions or agreements between the Settling Defendant and government authorities in Canada or elsewhere in connection with any regulatory or criminal investigations relating to Cooling Compressors, (ii) any information or Documents created for or by government authorities in Canada or elsewhere in connection with any regulatory or criminal investigations relating to Cooling Compressors and (iii) any notes, transcripts, testimony or other information or Documents relating to meetings or interviews with government authorities in Canada or elsewhere in connection with any regulatory or criminal investigations relating to Cooling Compressors.

(9) The Settling Defendant's and Danfoss Inc.'s obligation to cooperate as particularized in this Section 4.1 shall not be affected by the release provisions contained in Section 5 of this Settlement Agreement. Unless this Settlement Agreement is not approved, is terminated, or otherwise fails to take effect for any reason, the Settling Defendant's and Danfoss Inc.'s obligation to cooperate shall cease at the date of final judgment in the Proceedings as against all Defendants.

(10) Subject to Sections 4.1(11), (12) and (13), the provisions set forth in this Section 4.1 are the exclusive means by which the Plaintiffs and Class Counsel may obtain discovery, information or Documents from the Settling Defendant and the other Releasees or their current or former officers, directors or employees, and the Plaintiffs and Class Counsel agree that they shall not pursue any other means of discovery against, or seek to compel the evidence of, the Settling Defendant and the other Releasees or their current or former officers, directors, employees, agents, or counsel, whether in Canada or elsewhere and whether under the rules or laws of this or any other Canadian or foreign jurisdiction.

(11) In the event that a current officer, director or employee of the Settling Defendant or Danfoss Inc. fails to cooperate in accordance with this Section 4.1, the Plaintiffs may exercise

any rights they have to seek to obtain discovery in the Proceedings as against such current officer, director and/or employee of the Settling Defendant or Danfoss Inc..

(12) In the event that a former officer, director or employee of the Settling Defendant or Danfoss Inc. fails to cooperate in accordance with this Section 4.1, the Plaintiffs may exercise any rights they have to seek to obtain discovery in the Proceedings as against such former officer, director and/or employee of the Settling Defendant or Danfoss Inc.

(13) In the event that the Settling Defendant or Danfoss Inc. materially breaches this Section 4.1, the Plaintiffs may move before the Courts to enforce the terms of this Settlement Agreement, seek an order permitting the Plaintiffs to conduct discovery under the exceptions to Section 4.1(10) and allowing the Plaintiffs to obtain discovery or information from the Settling Defendant and/or other Releasees as if the Settling Defendant and/or Releasees were parties to the action, provided however that any such breach shall not give rise in any circumstance to a right to terminate this Settlement Agreement whether under Section 12 of this Settlement Agreement or otherwise at law.

(14) Notwithstanding their obligations to cooperate as set forth in this Section 4.1, if the Settling Defendants reasonably believe that any of their applications or agreements with government authorities in Canada or elsewhere in connection with any regulatory or criminal investigations relating to Cooling Compressors (without admitting that any such applications or agreements exist) would be endangered by the production or disclosure of Documents or information which would otherwise be required to be produced to the Plaintiffs pursuant to the terms of this Settlement Agreement, the Settling Defendant or the other Releasees may withhold such Documents or information. To the extent that the Settling Defendant or the other Releasees withhold such Documents or information, pursuant to this section, the Settling Defendant or the other Releasees shall provide to Class Counsel a written explanation of the type of Document or information to be withheld, and the basis for withholding such information. The Settling Defendant and the other Releasees shall work in good faith with such government authorities to obtain permission to disclose the Documents or information being withheld. If, on the date the Plaintiffs would ordinarily be entitled to obtain Documentary productions from any one of the Defendants pursuant to the Ontario *Rules of Civil Procedure* or on the date which is eighteen (18) months from the execution of this Settlement Agreement, whichever date is later,

Documents or information continue to be withheld by the Settling Defendant or the other Releasees pursuant to this section, the Settling Defendants or the other Releasees shall forthwith provide such Documents or information to the Plaintiffs, unless any of the Courts, pursuant to motions filed by the Settling Defendant or the other Releasees or otherwise, orders to the contrary.

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

4.2 Limits on Use of Documents

(1) It is understood and agreed that all Documents and information made available or provided by the Settling Defendant to the Plaintiffs and Class Counsel under this Settlement Agreement shall be used only in connection with the prosecution of the claims in the Proceedings, and shall not be used directly or indirectly for any other purpose, except to the extent that the Documents or information are publicly available. The Plaintiffs and Class Counsel agree that they will not disclose the Documents and information provided to them by the Settling Defendant except to (i) experts, consultants, or third-party service providers retained by them in connection with the Proceedings who have agreed to comply with the provisions of this Settlement Agreement and any confidentiality orders issued pursuant to Section 4.2(2), (ii) to the extent that the Documents or information are publicly available through lawful means, (iii) as evidence in the Proceedings, or (iv) as otherwise required by law. Subject to the foregoing, Class Counsel shall take reasonable precautions to ensure and maintain the confidentiality of such Documents and information, and of any work product of Class Counsel that discloses such Documents and information, except to the extent that the Documents or information are publicly available.

(2) In the event that a Person applies for an order requiring the Plaintiffs to disclose or produce any Documents or other information provided by the Releasees as cooperation under this Settlement Agreement, Class Counsel shall notify the Settling Defendant of such application

promptly upon becoming aware of it in order that the Settling Defendant may intervene to oppose such disclosure or production. In no circumstances shall the Plaintiffs or Class Counsel apply for or consent to such an application for disclosure or production.

SECTION 5 - RELEASES AND DISMISSALS

5.1 Release of Releasees

(1) Upon the Effective Date, subject to Section 5.2 in consideration of payment of the Settlement Amount and for other valuable consideration set forth in this Settlement Agreement, the Releasers forever and absolutely release and forever discharge the Releasees from the Released Claims that any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have.

5.2 Covenant Not to Sue

(1) Notwithstanding Section 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 Releasers 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) Upon the Effective Date, the Releasers and Class Counsel shall not now or hereafter institute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other Person, any action, suit, cause of action, claim or demand against any Releasee, or any other Person who may claim contribution or indemnity or other claims over relief from any Releasee, in respect of any Released Claim, except for the continuation of the Proceedings against the Non-Settling Defendants or unnamed co-conspirators that are not Releasees or, if the Proceedings are not certified or authorized, the continuation of the claims asserted in the Proceedings on an individual basis or otherwise against any Non-Settling Defendant or unnamed co-conspirator that is not a Releasee.

(2) Section 5.3 shall be inoperative to the extent that it requires any lawyer who is a member of the Law Society of British Columbia to breach his or her obligations under Section 3.2-10 of

the Law Society of British Columbia's *Code of Professional Conduct for British Columbia* by refraining from participation or involvement in any claim or action in a British Columbia court.

5.4 Dismissal of the Proceedings

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

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

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 any Settlement Class Member shall be dismissed against the Releasees, without costs and with prejudice.

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

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

5.6 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.

5.7 Material Term

(1) The form and content of the releases and covenants not to sue contemplated in this Section 5 shall be considered a material term of the Settlement Agreement in favour of the Settling Defendant and the failure of any Court to approve the releases contemplated herein shall give rise to a right of termination by the Settling Defendant pursuant to Section 12.1(2) of this Settlement Agreement. For greater certainty, notwithstanding any other term of this Settlement Agreement, the Plaintiffs and Class Counsel shall not have any right of termination in the event that any Court fails to approve the releases and/or covenants not to sue contemplated herein, or if any Court approves the releases and/or covenants herein in a materially modified form.

SECTION 6 - BAR ORDER AND WAIVER OF SOLIDARITY

6.1 Ontario and British Columbia Bar Order

(1) The Plaintiffs and the Settling Defendant agree that the British Columbia and Ontario orders approving this Settlement Agreement must include a bar order in respect of the Ontario Action and the BC Action. The bar order shall be in a form agreed to by the Plaintiffs and the Settling Defendant, but shall include:

- (a) a provision that all claims for contribution, indemnity or other claims over, whether asserted, unasserted or asserted in a representative capacity, inclusive of interest, taxes and costs, relating to the Released Claims, which were or could have been brought in the Proceedings or otherwise by any Non-Settling Defendant or any other Person or party against a Releasee, or by a Releasee against any Non-Settling Defendant (excepting a claim by a Releasee pursuant to a policy of insurance, provided any such claim involves no right of subrogation against any Non-Settling Defendant) are barred, prohibited and enjoined in accordance with terms of the order; and
- (b) a provision that if the Ontario or BC Court 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 Settlement Class Members shall not be entitled to claim or recover from the Non-Settling Defendants 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; and
- (ii) the Ontario or BC Courts shall have full authority to determine the Proportionate Liability of the Settling Defendant and the other Releasees at the trial or other disposition of the Ontario Action or BC Action, whether or not the Settling Defendant and the other Releasees appear at the trial or other disposition, and the Proportionate Liability of the Settling Defendant and the other Releasees shall be determined as if the Settling Defendant and the other Releasees are parties to the Ontario Action or BC Action and any determination by the Ontario or BC Court in respect of the Proportionate Liability of the Settling Defendant and the other Releasees shall only apply in the Ontario Action or BC Action and shall not be binding on the Settling Defendant and the other Releasees in any other proceeding.
- (c) A provision that a Non-Settling Defendant may, on motion to the Ontario Court or the BC Court brought as against the Releasees named as Defendants (but specifically excluding the Settling Defendant) on at least ten (10) days' notice and to be determined as if the Releasees named as Defendants (but specifically excluding the Settling Defendant) are parties to the Ontario Action or BC Action, and not to be brought until the Ontario Action or BC Action against the Non-Settling Defendants has been certified and all appeals or times to appeal have been exhausted, seek orders for the following:
- (i) documentary discovery and an affidavit of documents from the Releasees named as Defendants in the Ontario Action or BC Action (but specifically excluding the Settling Defendant), as applicable, in accordance with the relevant rules of civil procedure;

- (ii) oral discovery of a representative of the Releasees named as Defendants in the Ontario Action or BC Action (but specifically excluding the Settling Defendant), as applicable, the transcript of which may be read in at trial;
- (iii) leave to serve a request to admit on the Releasees named as Defendants in the Ontario Action or BC Action (but specifically excluding the Settling Defendant), as applicable, in respect of factual matters; and/or
- (iv) the production of a representative of the Releasees named as Defendants in the Ontario Action or BC Action (but specifically excluding the Settling Defendant), as applicable, to testify at trial, with such witness to be subject to cross-examination by counsel for the Non-Settling Defendants.

(2) The Releasees named as Defendants retain all rights to oppose such motion(s) brought pursuant to Section 6.1(1)(c).

(3) A Non-Settling Defendant may serve the motion(s) referred to in Section 6.1(1)(c) on the Releasees named as Defendants by service on counsel for the Settling Defendant in the relevant Proceedings.

(4) To the extent that such an order is granted and discovery is provided to a Non-Settling Defendant, a copy of all discovery provided, whether oral or documentary in nature, shall be provided by the Settling Defendant to the Plaintiffs and Class Counsel within ten (10) days of such discovery being provided to a Non-Settling Defendant.

6.2 Quebec Waiver or Renunciation of Solidarity Order

(1) The Plaintiffs and the Settling Defendant agree that the Quebec order approving this Settlement Agreement must include a waiver or renunciation of solidarity in respect of the Quebec Action. The waiver or renunciation of solidarity shall be in a form agreed to by the Plaintiffs and the Settling Defendant, but shall include:

- (a) the Quebec Petitioner and the Settlement Class Members in the Quebec Action 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 Petitioner and the Settlement Class Members in the Quebec Action 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 Non-Settling Defendants to seek discovery from the Settling Defendant and the Releasees named as Defendants shall be determined according to the provisions of the *Code of Civil Procedure*, and the Settling Defendant and the Releasees named as Defendants shall retain and reserve all of its rights to oppose such discovery under the *Code of Civil Procedure*.

6.3 Material Term

(1) The Parties acknowledge that the bar orders and the waiver or renunciation of solidarity contemplated in this Section shall be considered a material term of the Settlement Agreement in favour of the Settling Defendant and the failure of any Court to approve the bar orders and the waiver or renunciation of solidarity contemplated herein shall give rise to a right of termination in favour the Settling Defendant pursuant to Section 12.1(2) of the Settlement Agreement, except that to the extent the Court's decision prejudices the ability of the Plaintiffs to pursue joint and several liability, in which case there is a right of termination in favour of the Plaintiffs pursuant to Section 12.1(2) of the Settlement Agreement.

SECTION 7 - EFFECT OF SETTLEMENT

7.1 No Admission of Liability

(1) The Plaintiffs, the Settling Defendant and the other Releasees 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 Plaintiffs, the Settling Defendant and the other Releasees 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 the Settling Defendant or the other Releasees, or of the truth of any of the claims or allegations contained in the Proceedings, or any other pleading filed by the Plaintiffs or any other Settlement Class Member.

7.2 Agreement Not Evidence

(1) The Plaintiffs, the Settling Defendant and the other Releasees agree 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.

7.3 No Further Litigation

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

(2) For greater certainty, Section 7.3(1) shall be inoperative to the extent that it requires any lawyer who is a member of the Law Society of British Columbia to breach his or her obligations under section 3.2-10 of the Law Society of British Columbia's *Code of Professional Conduct for British Columbia* by refraining from participation or involvement in any claim or action in a British Columbia court.

SECTION 8 - CERTIFICATION OR AUTHORIZATION FOR SETTLEMENT ONLY

8.1 Settlement Class and Common Issue

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

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

(3) The Parties agree that the certification or authorization of the Proceedings as against the Settling Defendant 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 notices: (i) the Notice of Approval Hearings; (ii) the Notice of Certification and Settlement Approval; (iii) notice if this Settlement Agreement is not approved, is terminated, or otherwise fails to take effect; and (iv) such further notice as may be directed by the Courts.

9.2 Form and Distribution of Notices

(1) The form of the Notices referred to in Section 9.1(1) and the manner of publication and distribution shall be as agreed to by the Plaintiffs and the Settling Defendant or in such form or manner as approved by the Courts.

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.

(2) Class Counsel and the Plaintiffs will engage in reasonable consultation with the Settling Defendant with respect to the timing, content, disclosure and any media publication of the Distribution Plan and any notice advising Settlement Class Members of the distribution of the Settlement Amount. However, the Settling Defendant understands and agrees that Class Counsel and the Plaintiffs do not require any consent or approval on the part of the Settling Defendant on these matters.

(3) The Settling Defendant shall not have any responsibility, financial obligations or liability whatsoever with respect to the investment, distribution or administration of monies in the Trust Account including, but not limited to, Administration Expenses and Class Counsel Fees, except as specifically provided in Section 11(7) of this Settlement Agreement.

10.2 Information and Assistance relating to Administration

(1) The Settling Defendant will make reasonable efforts to provide to Class Counsel with information relating to the identification of customers in Canada (limited to information relating to names, addresses and other contact information) to the extent that such information is in the possession of the Settling Defendant (or that the Settling Defendant has obtained such information from Danfoss Inc. (Canada)) and the transaction data set out in Section 4.1(1)(a) to the extent such information is reasonably available in the records of the Settling Defendant (or that the Settling Defendant has obtained such information from Danfoss Inc. (Canada)) and has not been previously provided. Where possible and applicable, the Settling Defendant will make

reasonable efforts to provide the name of the corporate contact person for each direct purchaser customer in Canada of the Releasees in respect of the Settlement Class Period.

(2) The name, address and corporate contact person information required by Section 10.2(1) shall be delivered to Class Counsel within thirty (30) days of the Execution Date or at a time mutually agreed upon by the Parties. The transaction data required by Section 10.2(1) shall be delivered to Class Counsel within thirty (30) days of the Effective Date.

(3) Class Counsel may use the information provided under Section 10.2(1);

(a) to facilitate the dissemination of the notices required in Section 9.1;

(b) to advise of any subsequent settlement agreement reached in the Proceedings, any related approval hearings, and any other major steps in the Proceedings;

(c) to facilitate the claims administration process with respect to the Settlement Agreement and any other settlement agreement(s) achieved or court awards issued in the Proceedings; and

(d) as otherwise authorized in Section 4 of this Settlement Agreement.

(4) All information provided by the Settling Defendant pursuant to Section 10.2(1) shall be dealt with in accordance with Section 4.2, except that Class Counsel may disclose the information provided by the Settling Defendant pursuant to Section 10.2(1) to a Court-appointed notice provider and/or any Court-appointed claims administrator, to the extent reasonably necessary for the purposes enumerated in Section 10.2(3) and to the extent that reasonable confidentiality arrangements have been put in place that have been approved by the Settling Defendant. In particular but without limitation, the Court-appointed notice provider and/or any Court appointed claims administrator shall be bound by the same confidentiality obligations set out in Section 4.2 given the competitively sensitive nature of customer information. If this Settlement Agreement is not approved, is terminated or otherwise does not take effect, all information provided by the Settling Defendant pursuant to Section 10.2(1) shall be dealt with in accordance with Section 12.2(1)(d) and no record of the information so provided shall be retained by Class Counsel in any form whatsoever.

(5) The Settling Defendant, through its counsel, will make itself reasonably available to respond to questions respecting the information provided pursuant to Section 10.2(1) from Class Counsel or any Court-appointed notice provider and/or Court-appointed claims administrator. The Settling Defendant's obligations to make itself reasonably available to respond to questions as particularized in this Section shall not be affected by the release provisions contained in Section 5 of this Settlement Agreement. Unless this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason, the Settling Defendant's obligations to cooperate under this Section 10.2 shall cease when the Proceedings are resolved as against all Defendants and all settlement funds or court awards have been distributed.

(6) The Settling Defendant shall bear no liability with respect to the completeness or accuracy of the information provided pursuant to this Section 10.2.

SECTION 11 - CLASS COUNSEL FEES, DISBURSEMENTS AND ADMINISTRATION EXPENSES

11.1 Class Counsel Fees, Disbursements and Administration Expenses

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

(2) Siskinds LLP shall pay the costs of the notices required by Section 9.1 and any costs of translation required by Section 13.12 from the Trust Account, as they become due. Except as provided for in Section 11(7), the Settling Defendant shall not have any responsibility for the costs of the notices or translation.

(3) Class Counsel may seek the Courts' approval to pay Class Counsel Fees contemporaneous with seeking approval of this Settlement Agreement. Class Counsel Fees shall be reimbursed and paid solely out of the Trust Account after the Effective Date. No Class Counsel Fees shall be paid from the Trust Account prior to the Effective Date.

(4) Except as provided herein, Administration Expenses may only be paid out of the Trust Account after the Effective Date.

(5) Class Counsel reserve the right to bring motions to the Courts for reimbursement out of the Trust Account for any future disbursements.

(6) In the event that any fees are incurred in respect of the Trust Account due to any specific requirement by the Settling Defendant (including choice of the Canadian Schedule 1 bank), such fees shall be paid by the Settling Defendant in addition to the Settlement Amount.

(7) Within fifteen (15) days of the Execution Date, the Settling Defendant shall contribute CAD \$100,000 towards Administration Expenses, which contribution shall be made in addition to the Settlement Amount. This contribution towards Administration Expenses shall be paid to Siskinds LLP for deposit into the Trust Account. In the event that this contribution exceeds actual Administrative Expenses, the excess shall be added to the Settlement Amount and any interest earned on this contribution shall accrue to the benefit of the Settlement Class subject to the other provisions of this Settlement Agreement.

SECTION 12 - NON-APPROVAL OR TERMINATION OF SETTLEMENT AGREEMENT

12.1 Right of Termination

(1) The Plaintiffs and the Settling Defendant shall respectively have the right to terminate this Settlement Agreement in the event that:

- (a) any Court declines to certify or authorize the Settlement Class;
- (b) any Court declines to approve this Settlement Agreement or any material part hereof;
- (c) any Court approves this Settlement Agreement in a materially modified form, subject to the provisions of this Settlement Agreement governing materiality, and the Court's order or judgment has become a Final Order; or
- (d) any orders approving this Settlement Agreement made by the Ontario Court, the BC Court or the Quebec Court do not become Final Orders.

(2) The Settling Defendant shall also have the right to terminate this Settlement Agreement in the event that the form and content of the Final Orders made by the Ontario Court, the BC

Court or the Quebec Court fail to comply with Sections 2.3(2) and (3) of this Settlement Agreement.

(3) To exercise a right of termination under Section 12.1(1) or 12.1(2), the terminating party shall deliver a written notice of termination within thirty (30) days following an event described above. Upon delivery of such written notice, this Settlement Agreement shall be terminated and, except as provided for in Section 12.2, it shall be null and void and have no further force or effect, shall not be binding on the Parties, and shall not be used as evidence or otherwise in any litigation.

(4) Any order, ruling or determination made by any Court with respect to Class Counsel Fees 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.

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

under this Settlement Agreement or containing or reflecting information derived from such Documents or other materials received from the Settling Defendant and, to the extent Class Counsel has disclosed any Documents or information provided by the Settling Defendant to any other Person, shall recover and destroy such Documents or information. Class Counsel shall provide counsel to the Settling Defendant with a written certification by Class Counsel of such destruction. Nothing contained in this Section 12.2 shall be construed to require Class Counsel to destroy any of their work product. However, any Documents or information provided by the Settling Defendant or received from the Settling Defendant in connection with this Settlement Agreement, may not be disclosed to any Person in any manner or used, directly or indirectly, by Class Counsel or any other Person in any way for any reason, without the express prior written permission of the Settling Defendant. Class Counsel shall take appropriate steps and precautions to ensure and maintain the confidentiality of such Documents, information and any work product of Class Counsel derived from such Documents or information.

(2) If the Settlement Agreement is terminated, Siskinds LLP shall, within thirty (30) business days of the written notice advising that the Settlement Agreement has been terminated in accordance with its terms, return to the Settling Defendant the Settlement Amount and contribution to Administrative Expenses payable pursuant to Section 11(7), plus all accrued interest thereon and less taxes paid on interest, any costs incurred with respect to the notices required by Section 9.1, and any costs of translation required by Section 13.12.

12.3 Survival of Provisions After Termination

(1) If this Settlement Agreement is terminated or otherwise fails to take effect for any reason, the provisions of Sections 2.2(4), 2.4(1), 3.1(4), 3.2(3), 4.2(1), 7.1, 7.2, 9.1, 9.2, 10.2(4), 10.2(6), and 12.2, and the definitions and Schedules and provisions of Section 13 applicable thereto shall survive the termination and continue in full force and effect. The definitions and Schedules and provisions of Section 13 applicable thereto shall survive only for the limited purpose of the interpretation and enforcement of Sections 2.2(4), 2.4(1), 3.1(4), 3.2(3), 4.2(1), 7.1, 7.2, 9.1, 9.2, 10.2(4), 10.2(6) and 12.2, 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 Defendant may apply to the Ontario Court and/or such other Courts as may be required for directions in respect of the interpretation, implementation and administration of this Settlement Agreement. Unless a Court orders otherwise, motions for directions that do not relate specifically to the matters affecting the BC Action, members of the BC Settlement Class, the Quebec Action and/or members of the Quebec Settlement Class shall be determined by the Ontario Court.

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

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.

13.3 Headings, etc.

(1) In this Settlement Agreement:

(a) the division of the Settlement Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Settlement Agreement; and

(b) the terms "this Settlement Agreement," "hereof," "hereunder," "herein," and similar expressions refer to this Settlement Agreement and not to any particular section or other portion of this Settlement Agreement.

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, 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 Proceeding commenced in its jurisdiction, the Parties and the Class Counsel Fees in that proceeding.

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

(3) Notwithstanding Sections 13.5(1) and (2), the Ontario Court shall exercise jurisdiction with respect to implementation, administration, interpretation and enforcement of the terms of this Settlement Agreement, and the Plaintiffs, Settlement Class Members and Settling Defendant attorn to the jurisdiction of the Ontario Court for such purposes. Issues related to the administration of the Settlement Agreement, the Trust Account, and other matters not specifically related to the claim of a Settlement Class Member in the BC Action or the Quebec Action shall be determined by the Ontario Court.

13.6 Governing Law

(1) Subject to Section 13.6(2), this Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario.

(2) Notwithstanding Section 13.6(1), for matters relating specifically to: (i) the claim of a Settlement Class Member in the BC Action or the Quebec Action, or (ii) the BC or Quebec Action, the BC or Quebec Court, as applicable, shall apply the law of its own jurisdiction.

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 Defendant, 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 Defendant 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 the Courts, Class Counsel and/or a translation firm selected by Class Counsel shall prepare a French translation of the Settlement Agreement, the cost of which shall be paid from the Settlement Amount. In the event of any dispute as to the interpretation or application of this Settlement Agreement, only the English version shall govern.

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 email, facsimile or letter by overnight delivery to the representatives for the Party to whom notice is being provided, as identified below:

FOR THE PLAINTIFFS AND CLASS COUNSEL:

Linda Visser
Siskinds^{LLP}
680 Waterloo Street
London, ON N6A 3V8

Tel.: (519) 660-7700
Fax: (519) 660-7701
Email: linda.visser@siskinds.com

Jonathan Foreman
Harrison Pensa LLP
450 Talbot Street
London, ON N6A 4K3

Tel: 519-679-9660
Fax: 519-667-3362
Email: jforeman@harrisonpensa.com

Reidar Mogerman
Camp Fiorante Matthews Mogerman LLP
4th Floor, Randall Bldg
555 West Georgia St.
Vancouver, BC V6B 1Z6

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

Simon Hebert
Bochard Page Tremblay Avocats
825, boulevard Lebourgneuf, 510
Québec City, QC G2J 0B9

Tel: (418) 622-6699
Fax: (418) 628-1912
Email:
simonhebert@bptavocats.com

FOR THE SETTLING DEFENDANT:

Christopher P. Naudie
Osler, Hoskin & Harcourt LLP
100 King Street West,
1 First Canadian Place
Suite 6200, P.O. Box 50
Toronto, ON M5X 1B8

Tel: 416-862-6811
Fax: 416-862-8666
Email: cnaudie@osler.com

13.19 Date of Execution

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

1355741 ONTARIO INC. operating as **ZERO ZONE MECHANICAL**, on their own behalf and on behalf of the Settlement Class, by their counsel

Name of Authorized Signatory:

L. van Visser

Signature of Authorized Signatory:


Siskinds LLP
Ontario Counsel

Name of Authorized Signatory:

Signature of Authorized Signatory:

_____ Harrison Pensa LLP
Ontario Counsel

Reidar Mogerman
Camp Fiorante Matthews Mogerman LLP
4th Floor, Randall Bldg
555 West Georgia St.
Vancouver, BC V6B 1Z6

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

Simon Hebert
Bochard Page Tremblay Avocats
825, boulevard Lebourgneuf, 510
Québec City, QC G2J 0B9

Tel: (418) 622-6699
Fax: (418) 628-1912
Email:
simonhebert@bptavocats.com

FOR THE SETTLING DEFENDANT:

Christopher P. Naudie
Osler, Hoskin & Harcourt LLP
100 King Street West,
1 First Canadian Place
Suite 6200, P.O. Box 50
Toronto, ON M5X 1B8

Tel: 416-862-6811
Fax: 416-862-8666
Email: cnaudie@osler.com

13.19 Date of Execution

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

1355741 ONTARIO INC. operating as **ZERO ZONE MECHANICAL**, on their own behalf and on behalf of the Settlement Class, by their counsel

Name of Authorized Signatory: _____

Signature of Authorized Signatory: _____

Siskinds LLP
Ontario Counsel

Name of Authorized Signatory: Jon Foreman

Signature of Authorized Signatory: _____

Harrison Pensa LLP
Ontario Counsel

Damon Green, by his counsel

Name of Authorized Signatory:

DAVID JONES

Signature of Authorized Signatory:



Camp Fiorante Matthews Mogerma LLP
BC Counsel

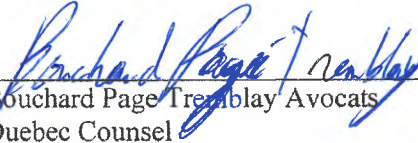
Émilien Chassé, by his counsel

2015-06-23

Name of Authorized Signatory:

Brian A. Garneau

Signature of Authorized Signatory:



Bouchard Page Tremblay Avocats
Quebec Counsel

DANFOSS FLENSBURG GMBH, by its counsel

Name of Authorized Signatory

—

Signature of Authorized Signatory:

Osler, Hoskin & Harcourt LLP

Osler, Hoskin & Harcourt LLP
Canadian Counsel

per Christopher
Naukie

**SCHEDULE “A”
PROCEEDINGS**

Proceeding	Plaintiff(s)	Defendants	Settlement Class
<p>Ontario Superior Court of Justice Court File No. 61559 CP (the “Ontario Action”)</p>	<p>1355741 Ontario Inc. operating as Zero Zone Mechanical</p>	<p>Tecumseh Products of Canada Limited, Tecumseh Products Co., Tecumseh Compressor Company, Danfoss A/S, Danfoss, Inc., Danfoss Commercial Compressors Ltd., Danfoss Scroll Technologies, LLC., Danfoss Turbocor Compressors, Inc., Danfoss Compressor, LLC, Appliances Components Companies SpA, ACC USA LLC, Panasonic Corporation, Panasonic Canada Inc., Whirlpool Canada LP, Embraco North America, and Whirlpool Corporation</p>	<p>All Persons in Canada who purchased Cooling Compressor Products in Canada during the Class Period, except the Excluded Persons and persons who are included in the Quebec or BC Class.</p>
<p>Quebec Superior Court (District of Quebec), File No. 200-06-000127-103 (the “Quebec Proceeding”)</p>	<p>Émilien Chassé</p>	<p>Tecumseh Products of Canada Limited, Tecumseh Products Co., Tecumseh Compressor Company, Danfoss A/S, Danfoss, Inc., Danfoss Commercial Compressors Ltd., Danfoss Scroll Technologies, LLC., Danfoss Turbocor Compressors, Inc., Danfoss Compressor, LLC, Appliances Components Companies SpA, ACC USA LLC, Panasonic Corporation, Panasonic Canada Inc., Whirlpool Canada LP, Embraco North America, and Whirlpool Corporation</p>	<p>All individuals in Quebec who purchased Cooling Compressor Products in Canada during the Class Period, as well as any legal person resident in Quebec established for a private interest, partnership or association which, at all times between May 6, 2004 and May 5, 2005, had under its direction or control no more than 50 persons bound to it by a contract of employment who purchased Cooling Compressor Products in Canada during the Class Period, except Excluded Persons.</p>

Proceeding	Plaintiff(s)	Defendants	Settlement Class
British Columbia Supreme Court (Vancouver Registry) Court File No. S106877 (the "BC Proceeding")	Damon Green	Tecumseh Products of Canada Limited, Tecumseh Products Co., Copeland Canada Div. of Emerson Electric, Emerson Electric Canada Limited, Emerson Electric Co., Danfoss Inc., Danfoss Commercial Compressors Ltd., Danfoss Scroll Technologies, LLC, Danfoss Turbocor Compressors, Inc., Danfoss Compressor, LLC, Panasonic Corporation, Panasonic Canada Inc., Panasonic Corporation of North America, Whirlpool Canada LP, Whirlpool S.A., Embraco North America, and Whirlpool Corporation	All Persons in British Columbia who purchased Cooling Compressor Products in Canada during the Class Period, except the Excluded Persons.

SCHEDULE "B1"

Court File No. 61559CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

The Honourable Madam) , the day
)
Justice Leitch) of , 2015

B E T W E E N :

1355741 ONTARIO INC. operating as ZERO ZONE MECHANICAL
and SERVICERITE INC.

Plaintiffs

- and -

TECUMSEH PRODUCTS OF CANADA LIMITED; TECUMSEH PRODUCTS CO.;
TECUMSEH COMPRESSOR COMPANY; DANFOSS A/S; DANFOSS, INC.; DANFOSS
COMMERCIAL COMPRESSORS LTD.; DANFOSS SCROLL TECHNOLOGIES, LLC.;
DANFOSS TURBOCOR COMPRESSORS, INC.; DANFOSS COMPRESSOR, LLC;
APPLIANCES COMPONENTS COMPANIES SPA; ACC USA LLC; PANASONIC
CORPORATION; PANASONIC CANADA INC.; WHIRLPOOL CANADA LP; EMBRACO
NORTH AMERICA; and WHIRLPOOL CORPORATION

Defendants

Proceeding under the *Class Proceedings Act, 1992*

ORDER

THIS MOTION made by the Plaintiffs for an Order approving the short-form and long-form notices of settlement approval hearings and the method of dissemination of said notices was heard this day at the Court House, 80 Dundas Street, London, Ontario.

ON READING the materials filed, including the Settlement Agreement dated ●, 2015 attached to this Order as Schedule "A" (the "Settlement Agreement"), and on hearing the submissions of counsel for the Plaintiffs, counsel for the Settling Defendant, and counsel for the Non-Settling Defendants in the Ontario Action;

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

AND ON BEING ADVISED that the Plaintiffs and the Settling Defendant 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 leave is granted to file a Third Fresh as Amended Statement of Claim to, *inter alia*, add Danfoss Flensburg GmbH as a defendant for settlement purposes subject to the terms of the Settlement Agreement, remove Appliances Components Companies SpA and ACC USA LLC as defendants, remove ServiceRite Inc. as a plaintiff, and add Suzanne Zehr as a plaintiff, in the form attached hereto as Schedule “B”.
3. **THIS COURT ORDERS** that the short-form and long-form notices of settlement approval hearing are hereby approved substantially in the forms attached respectively hereto as Schedules “C” and “D”.
4. **THIS COURT ORDERS** that the plan of dissemination for the short-form and long-form notices of settlement approval hearings (the “Plan of Dissemination”) is hereby approved in the form attached hereto as Schedule “E” and that the notices of settlement approval hearing shall be disseminated in accordance with the Plan of Dissemination.
5. **THIS COURT ORDERS** that ● is appointed to disseminate the notices of settlement approval hearing in accordance with the terms of this Order.
6. **THIS COURT ORDERS** that this Order is contingent upon parallel orders being made by the BC Court and the Quebec Court, and the terms of this Order shall not be effective unless and until such orders are made by the BC Court and the Quebec Court.

Date:

The Honourable Justice Leitch

SCHEDULE "B1-B"

Court File No. 61559CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

1355741 ONTARIO INC. operating as ZERO ZONE MECHANICAL
and SUZANNE ZEHR

Plaintiffs

-and-

TECUMSEH PRODUCTS OF CANADA LIMITED; TECUMSEH PRODUCTS
CO.; TECUMSEH COMPRESSOR COMPANY; DANFOSS A/S; DANFOSS
FLENSBURG GMBH; DANFOSS, INC.; DANFOSS COMMERCIAL
COMPRESSORS LTD.; DANFOSS SCROLL TECHNOLOGIES, LLC.;
DANFOSS TURBOCOR COMPRESSORS, INC.; DANFOSS COMPRESSOR,
LLC; PANASONIC CORPORATION; PANASONIC CANADA INC.; WHIRLPOOL
CANADA LP; EMBRACO NORTH AMERICA; and WHIRLPOOL
CORPORATION

Defendants

Proceeding Under the *Class Proceedings Act, 1992.*

THIRD FRESH AS AMENDED STATEMENT OF CLAIM

TO THE DEFENDANT(S)

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiffs. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a Statement of Defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the Plaintiffs' lawyer or, where the Plaintiffs do not have a lawyer, serve it on the Plaintiffs, and file it, with proof of service, in this court office, **WITHIN TWENTY DAYS** after this Statement of Claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your Statement of Defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a Statement of Defence, you may serve and file a Notice of Intent to Defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your Statement of Defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. If you wish to defend this proceeding but are unable to pay legal fees, legal aid may be available to you by contacting a local legal aid office.

Date

Issued by: R. BAKER
Local Registrar
80 Dundas Street
London, ON N6A 6A3

TO: Tecumseh Products of Canada Limited
185 Asland Avenue
London
Ontario
N5W 4E1

AND TO: Tecumseh Products Co.
1136 Oak Valley Drive
Ann Arbor
Michigan
United States
48108

AND TO: Tecumseh Compressor Company
1136 Oak Valley Drive
Ann Arbor
Michigan
United States
48108-9624

AND TO: Danfoss A/S
Nordborgvej 81
6430 Nordborg
Denmark

AND TO: Danfoss Flensburg GmbH
Mads-Clausen-Strasse 7
24939 Flensburg
Germany

AND TO: Danfoss, Inc.
7941 Corporate Drive
Baltimore,
Maryland
United States
21236

AND TO: Danfoss Commercial Compressors Ltd.
1775 MacLeod Drive
Lawrenceville
Georgia
United States
30043

AND TO: **Danfoss Turbocor Compressors, Inc.**
1769 E. Paul Dirac Drive
Tallahassee
Florida
United States
32310

AND TO: **Danfoss Scroll Technologies, LLC**
1 Scroll Drive
Arkadelphia
Arkansas
United States
71923

AND TO: **Danfoss Compressor, LLC**
1 Scroll Drive
Arkadelphia
Arkansas
United States
71923

AND TO: **Panasonic Corporation**
1006, Oaza Kadoma,
Kadoma-shi, Osaka 571-8501
Japan

AND TO: **Panasonic Canada Inc.**
5770 Ambler Drive
Mississauga
Ontario
L4W 2T3

AND TO: **Whirlpool Canada LP**
1901 Minnesota Court
Mississauga
Ontario
L5N 3A7

AND TO: **Embraco North America, Inc.**
2800 Vista Ridge Drive NE
Suwanee
Georgia
United States
30024-3510

AND TO: **Whirlpool Corporation**
Whirlpool Center
2000 North M-63
Benton Harbor
Michigan
United States
49022-2692

CLAIM

1. **THE PLAINTIFFS CLAIM** on behalf of themselves and the “Proposed Class” (as defined in paragraph 6 below):
 - (a) an Order pursuant to the *Class Proceedings Act, 1992*, SO 1992, c 6, certifying this action as a class proceeding and appointing the Plaintiffs as the representative plaintiffs;
 - (b) a declaration that, from at least January 1, 2004 until at least December 31, 2008 (the “Relevant Period”), the Defendants conspired and/or agreed with each other and their unnamed co-conspirators to fix, maintain, or stabilize the prices of hermetically sealed cooling compressors of less than one horsepower (“Cooling Compressors”), with the intention of increasing prices of both Cooling Compressors and products containing Cooling Compressors (“Cooling Compressor Products”). Cooling Compressors do not include compressors used in air conditioners.
 - (c) a declaration that the Defendants and their unnamed co-conspirators conspired and/or agreed to lessen unduly, competition in the production, manufacture, sale and/or supply of Cooling Compressors in Canada during the Relevant Period;
 - (d) general damages on an aggregate basis or otherwise for conspiracy and conduct which is contrary to Part VI of *Competition Act*, RSC 1985, C-34, in an amount sufficient to compensate the Plaintiffs and other members of

the Proposed Class for the harm done to them as a result of the Defendants' illegal conduct;

- (e) punitive, aggravated and exemplary damages;
- (f) costs of investigation and prosecution of these proceedings pursuant to Section 36(1) of the *Competition Act*;
- (g) an equitable rate of interest on all sums found due and owing to the Plaintiffs and other members of the Proposed Class or, in the alternative, pre- and post-judgment interest pursuant to the *Courts of Justice Act*, RSO 1990, c 43;
- (h) costs of this action on a substantial indemnity scale including applicable taxes; and,
- (i) such further and other relief as this Honourable Court deems just.

THE NATURE OF THE ACTION

2. This action arises from a conspiracy between the Defendants and their unnamed co-conspirators to fix, raise, maintain, and/or stabilize the price of Cooling Compressors in North America and elsewhere. During the relevant period, the Defendants and their unnamed co-conspirators participated in illegal and secretive meetings and made agreements relating to the prices, and market share divisions for Cooling Compressors. The Defendants and their unnamed co-conspirators were aware and intended that the alleged conspiracy would result in increased prices for Cooling Compressors and Cooling Compressor

Products. Cooling Compressor Products include items such as refrigerators, freezers, water coolers, and the like. The Cooling Compressor is the component that provides the cooling function and is therefore a critical component of a Cooling Compressor Product.

3. During the Relevant Period, some Defendants were vertically integrated and, pursuant to unlawful agreements with other co-conspirators, sold at least some of their Cooling Compressors to related entities for use in Cooling Compressor Products. The conspiracy encompassed the prices at which vertically-integrated Defendants would sell Cooling Compressors to their related entities for use in the manufacturing of Cooling Compressor Products. The Defendants were aware and intended that, by keeping these intra-company prices high, the illegal overcharge applied on Cooling Compressors would be passed on to purchasers of Cooling Compressor Products.

THE PLAINTIFFS AND THE PROPOSED CLASS

4. The Plaintiff, 1355741 Ontario Inc. operating as Zero Zone Mechanical (“Zero Zone”), is an Ontario corporation with its principal place of business located in the City of Toronto, in the Province of Ontario. During the Relevant Period, Zero Zone purchased Cooling Compressors and Cooling Compressor Products.
5. The Plaintiff, Suzanne Zehr, is an individual who resides in the Municipality of West Perth in the Province of Ontario. During the Relevant Period, Suzanne

Zehr purchased a Kenmore Coldspot Refrigerator (model # 106.64959401) which contained a Cooling Compressor.

6. The Plaintiffs seek to represent a "Proposed Class" consisting of all persons in Canada who purchased Cooling Compressors and/or Cooling Compressor Products during the Relevant Period. Excluded from the Proposed Class are the Defendants and the Defendants' present and former parents, predecessors, subsidiaries, and affiliates.

THE DEFENDANTS

The "Tecumseh" Defendants

7. The Defendant, Tecumseh Products of Canada Limited, is a Canadian corporation with its principal place of business in the City of London, in the Province of Ontario. Tecumseh Products of Canada Limited is a subsidiary of the Defendant, Tecumseh Products Co. During the Relevant Period, Tecumseh Products of Canada Limited manufactured, marketed, sold and/or distributed Cooling Compressors and/or Cooling Compressor Products throughout Canada, either directly or indirectly through the control of its predecessors, affiliates and/or subsidiaries.
8. The Defendant, Tecumseh Products Co., is a Michigan corporation with its principal place of business in the City of Ann Arbor, in the State of Michigan. During the Relevant Period, Tecumseh Products Co. manufactured, marketed, sold and/or distributed Cooling Compressors and/or Cooling Compressor

Products throughout Canada, either directly or indirectly through the control of its predecessors, affiliates and/or subsidiaries.

9. The Defendant, Tecumseh Compressor Company, is a Delaware corporation with its principal place of business in Ann Arbor, Michigan. Tecumseh Compressor Company is a wholly-owned subsidiary of Tecumseh Products Co. During the Relevant Period, Tecumseh Compressor Company manufactured, marketed, sold and/or distributed Cooling Compressors and/or Cooling Compressor Products throughout Canada, either directly or indirectly through the control of its predecessors, affiliates and/or subsidiaries.
10. The business and operations of the Defendants, Tecumseh Products of Canada Limited, Tecumseh Products Co. and Tecumseh Compressor Company (together "Tecumseh"), and their respective parent corporations, subsidiaries, and affiliates, specifically including Tecumseh do Brasil, Ltda. and Tecumseh do Brasil USA, LLC, in respect of the manufacture, marketing, distribution and/or sale of Cooling Compressors and/or Cooling Compressor Products in Canada are inextricably interwoven such that each is the agent of the other.

The "Danfoss" Defendants

11. The Defendant, Danfoss A/S, is a privately-held Danish company with its principal place of business in Nordborg, Denmark. During the Relevant Period, Danfoss A/S manufactured, marketed, sold and/or distributed Cooling Compressors and/or Cooling Compressor Products throughout Canada, either

directly or indirectly through the control of its predecessors, affiliates and/or subsidiaries.

12. The Defendant, Danfoss Flensburg GmbH is a Germany company with its principal place of business in Flensburg, Germany. Danfoss Flensburg GmbH is a subsidiary of Danfoss A/S. During the Relevant Period, Danfoss Flensburg GmbH manufactured, marketed, sold and/or distributed Cooling Compressors throughout Canada through affiliates.
13. The Defendant, Danfoss, Inc., is a Delaware corporation with its principal place of business in the City of Baltimore, in the State of Maryland. Danfoss, Inc. is an indirectly-owned subsidiary of Danfoss A/S. Danfoss, Inc. operates a place of business in Canada in the City of Mississauga in the Province of Ontario. During the Relevant Period, Danfoss, Inc. manufactured, marketed, sold and/or distributed Cooling Compressors and/or Cooling Compressor Products throughout Canada, either directly or indirectly through the control of its predecessors, affiliates and/or subsidiaries.
14. The Defendant, Danfoss Commercial Compressors Ltd., is a Delaware corporation with its principal place of business in the City of Lawrenceville, in the State of Georgia. Danfoss Commercial Compressors Ltd. is a wholly-owned subsidiary of Danfoss, Inc. During the Relevant Period, Danfoss Commercial Compressors Ltd. manufactured, marketed, sold and/or distributed Cooling Compressors and/or Cooling Compressor Products throughout Canada, either

directly or indirectly through the control of its predecessors, affiliates and/or subsidiaries.

15. The Defendant, Danfoss Scroll Technologies, LLC, is a Delaware limited liability company with its principal place of business in the City of Arkadelphia, in the State of Arkansas. Danfoss Scroll Technologies, LLC is a subsidiary of Danfoss, Inc. During the Relevant Period, Danfoss Scroll Technologies, LLC manufactured, marketed, sold and/or distributed Cooling Compressors and/or Cooling Compressor Products throughout Canada, either directly or indirectly through the control of its predecessors, affiliates and/or subsidiaries.
16. The Defendant, Danfoss Turbocor Compressors, Inc., is a Delaware corporation with its principal place of business in the City of Tallahassee, in the State of Florida. Danfoss Turbocor Compressors, Inc. is a subsidiary of Danfoss, Inc. During the Relevant Period, Danfoss Turbocor Compressors, Inc. manufactured, marketed, sold and/or distributed Cooling Compressors and/or Cooling Compressor Products throughout Canada, either directly or indirectly through the control of its predecessors, affiliates and/or subsidiaries.
17. The Defendant, Danfoss Compressor, LLC, is a limited liability company with its principal place of business in the City of Arkadelphia, in the State of Arkansas. Danfoss Compressor, LLC is a subsidiary of Danfoss, Inc. During the Relevant Period, Danfoss Compressor, LLC manufactured, marketed, sold and/or distributed Cooling Compressors and/or Cooling Compressor Products

throughout Canada, either directly or indirectly through the control of its predecessors, affiliates and/or subsidiaries.

18. The business and operations of the Defendants, Danfoss A/S, Danfoss Flensburg GmbH, Danfoss, Inc., Danfoss Commercial Compressors Ltd., Danfoss Scroll Technologies, LLC, Danfoss Turbocor Compressors, Inc. and Danfoss Compressor, LLC (together “Danfoss”), and their respective parent corporations, subsidiaries, and affiliates in respect of the manufacture, marketing, distribution and/or sale of Cooling Compressors and/or Cooling Compressor Products in Canada are inextricably interwoven such that each is the agent of the other.

The “Panasonic” Defendants

19. The Defendant, Panasonic Corporation (formerly known as Matsushita Electric Industrial Co., Ltd.), is a Japanese corporation with its headquarters in Osaka, Japan. During the Relevant Period, Panasonic Corporation manufactured, marketed, sold and/or distributed Cooling Compressors and/or Cooling Compressor Products throughout Canada, either directly or indirectly through the control of its predecessors, affiliates and/or subsidiaries.
20. The Defendant, Panasonic Canada Inc., is a Canadian corporation with its principal place of business in the City of Mississauga in the Province of Ontario. Panasonic Canada Inc. is an indirect subsidiary of Panasonic Corporation. During the Relevant Period, Panasonic Canada Inc. manufactured, marketed,

sold and/or distributed Cooling Compressors and/or Cooling Compressor Products throughout Canada, either directly or indirectly through the control of its predecessors, affiliates and/or subsidiaries.

21. The business and operations of the Defendants, Panasonic Corporation and Panasonic Canada Inc. (together "Panasonic"), and their respective parent corporations, subsidiaries, and affiliates, specifically including Panasonic Corporation of North America, in respect of the manufacture, marketing, distribution and/or sale of Cooling Compressors and/or Cooling Compressor Products in Canada are inextricably interwoven such that each is the agent of the other.

The "Whirlpool" Defendants

22. The Defendant, Whirlpool Canada LP, is a Canadian limited partnership with its principal place of business in the City of Mississauga in the Province of Ontario. Whirlpool Canada LP is a subsidiary of the Defendant, Whirlpool Corporation. During the Relevant Period, Whirlpool Canada LP manufactured, marketed, sold and/or distributed Cooling Compressors and/or Cooling Compressor Products throughout Canada, either directly or indirectly through the control of its predecessors, affiliates and/or subsidiaries.
23. The Defendant, Embraco North America, Inc. ("Embraco NA"), is a Delaware corporation with its principal place of business in the City of Suwanee, in the State of Georgia. Embraco NA is a subsidiary of the Defendant, Whirlpool

Corporation. During the Relevant Period, Embraco NA manufactured, marketed, sold and/or distributed Cooling Compressors and/or Cooling Compressor Products throughout Canada, either directly or indirectly through the control of its predecessors, affiliates and/or subsidiaries.

24. The Defendant, Whirlpool Corporation, is a Delaware corporation with its principal place of business in the City of Benton Harbor, in the State of Michigan. During the Relevant Period, Whirlpool Corporation manufactured, marketed, sold and/or distributed Cooling Compressors and/or Cooling Compressor Products throughout Canada, either directly or indirectly through the control of its predecessors, affiliates and/or subsidiaries.
25. The business and operations of the Defendants, Whirlpool Canada LP, Embraco NA and Whirlpool Corporation (together "Whirlpool"), and their respective parent corporations, subsidiaries, and affiliates, specifically including but not limited to Whirlpool S.A., in respect of the manufacture, marketing, distribution and/or sale of Cooling Compressors and/or Cooling Compressor Products in Canada are inextricably interwoven such that each is the agent of the other.

The Defendants' Co-Conspirators

26. Various persons and/or firms involved in the manufacturing, marketing, selling and/or distribution of Cooling Compressors not named as Defendants herein, including, Whirlpool S.A. (formerly known as "Embraco, S.A."), Tecumseh do Brasil, Ltda., Tecumseh do Brasil USA, LLC, Appliances Components

Companies and ACC USA LLC, may have participated as co-conspirators in the violations alleged herein and may have performed acts and made statements in furtherance thereof.

27. The Defendants named herein are jointly and severally liable for the actions of, and damages allocable to, their co-conspirators, including the other named Defendants and any unnamed co-conspirator.

PRODUCT DESCRIPTION

28. A cooling compressor is a device which forms the central component of a cooling, refrigeration or air conditioning apparatus. The device operates by compression and expansion of gas contained in it. Through this operation, the device is able to absorb and transfer heat, thus producing a cooling effect.
29. There are four basic types of cooling compressors in production today:
- (a) Reciprocating compressors, which are the most common type, are designed for a variety of household and commercial applications including refrigerators, ice makers, water coolers, and room air conditioners;
 - (b) Screw compressors are designed primarily for heavy commercial and industrial applications including chillers, food process preparation, and cold storage rooms;
 - (c) Scroll compressors are designed for use in large residential air conditioner units, typically between 1½ and 5 tons, and for larger commercial

applications such as commercial refrigerators and chillers used by supermarkets; and

- (d) Rotary compressors are designed for use in small residential and commercial applications including air conditioning units, dehumidifiers, small commercial refrigerators, and wine/beer refrigerators.

30. Rotary and scroll-type compressors are almost exclusively produced as hermetically sealed. Reciprocating and screw-type compressors are produced as hermetically sealed, semi-hermetically sealed and open:

- (a) Hermetically sealed, which are devices sealed in a metal casing that use a piston-like mechanism to compress refrigerant gases. When the compressed gas moves through other components of the refrigerant system and is permitted to expand, it removes heat from its surroundings, creating a cooling effect. Between 2002 and 2006, hermetically sealed compressors accounted for more than 95% of all cooling compressors produced worldwide. Hermetically sealed compressors are used for refrigeration and air conditioning applications.

Hermetically sealed compressors are sold either on their own or as part of a condenser/condensing unit. A condenser/condensing unit consists of the compressor, fan and motor assembly.

The hermetically sealed compressors at issue in this litigation (less than one horsepower) are used for refrigeration purposes or in refrigeration products, such as refrigerators, freezers, and water coolers.

- (b) Semi-hermetic, which is made up of a compressor-motor assembly contained in a casting with cover plates allowing access to key parts, such as valves and connecting rods.
 - (c) Open compressor, which contains a shaft seal and an external shaft for coupling connection to a belt or direct-drive, using an electric motor or gas engine and which typically is used for ammonia refrigeration applications and for engine-driven units.
31. Hermetically sealed compressors are not easily repaired because it is difficult to access the motor assembly. As a result, non-functioning hermetically sealed compressors are most often replaced, rather than repaired.

THE COOLING COMPRESSORS INDUSTRY

The Market

32. In 2008, the North American market for Cooling Compressors consisted of approximately 40 million units sold with a total value of approximately \$6.6 billion (USD). During the Relevant Period, Canada imported Cooling Compressors and Cooling Compressor Products, and also manufactured Cooling Compressor Products domestically.

33. Cooling Compressors are distributed and sold through two main channels:
 - (a) to original equipment manufacturers (“OEMs”) to be included in Cooling Compressor Products; and
 - (b) through wholesalers and distributors as replacement parts.
34. The Cooling Compressors industry has characteristics that facilitated the price-fixing conspiracy alleged herein.

Market Concentration

35. During the Relevant Period, the Defendants and their co-conspirators controlled a significant share of the Cooling Compressors market, both in North America and internationally. Tecumseh, Whirlpool, Panasonic and Danfoss are considered major players in the market. ACC is considered a more minor player in the worldwide market.
36. Collectively, the Defendants and their co-conspirators held a stable and significant market share throughout the Relevant Period, such that the Defendants’ conduct in increasing and maintaining prices would have impacted the market.

Barriers to Entry

37. A barrier to entry is something that prevents a new company from entering the market.

38. The market for the manufacture and sale of Cooling Compressors is subject to high barriers to entry. Participation in the market requires significant expertise and investment, and constant innovation.
39. The existence of barriers to entry makes it less likely that new competitors will enter the Cooling Compressors market and undercut the cartel prices of the Defendants and their unnamed co-conspirators.

Interchangeable

40. Cooling Compressors are a fungible, commodity-like product such that one Defendant's product is interchangeable for that of another.
41. Because Cooling Compressors are interchangeable, price is the primary factor driving customer choice between different Cooling Compressor manufacturers.
42. Absent the alleged conspiracy, the Plaintiffs and other members of the Proposed Class would have benefited from more competition between Defendants. In the absence of the alleged conspiracy, Defendants would have not been able to increase prices to supra-competitive levels, because a price increase by one Defendant would have resulted in customers purchasing Cooling Compressors from another manufacturer at a lower price.

Lack of Economic Substitutes

43. Cooling Compressors are an integral component of Cooling Compressor Products. The Cooling Compressor is the component that provides the cooling effect (which is the ultimate purpose of a Cooling Compressor Product).

44. There are no economically reasonable substitutes for Cooling Compressors. Thus, purchasers of Cooling Compressors would have no choice but to pay supra-competitive prices.

Price Elasticity of Demand

45. The price elasticity of demand for a product measures the extent to which demand changes in response to a change in price. Where demand does not change much in response to a change in price, demand is characterized as “inelastic”.
46. Demand for Cooling Compressors is inelastic. This means that the alleged conspiracy would have resulted in higher prices for Cooling Compressors than otherwise would have prevailed in the marketplace.

REGULATORY INVESTIGATIONS

47. The Canadian Competition Bureau, the United States Department of Justice Antitrust Division (the “DOJ”), the European Commission, and the Brazil Administrative Council for Economic Defence (the “CADE”) are investigating possible price-fixing in the compressor industry.
48. On October 25, 2010 and November 2, 2010 respectively, Embraco NA and Panasonic Corporation entered into guilty pleas in Canada in respect of the sale and supply of hermetic refrigeration compressors of less than one horsepower. In particular, Embraco NA and Panasonic Corporation pleaded guilty to conduct that was contrary to section 45(1)(c) of the *Competition Act*.

49. On September 30, 2010, Embraco NA entered into a guilty plea in the United States regarding price-fixing in the market for “household and light commercial compressors”.
50. On September 30, 2010, Panasonic Corporation entered into a guilty plea in the United States regarding price-fixing in the market for “household compressors”.
51. On October 3, 2011, Danfoss Flensburg GmbH entered into a guilty plea in the United States regarding price-fixing in the market for “light commercial compressors”.
52. In its 2009 Annual Report, Tecumseh Products Co. disclosed that it received conditional amnesty from the DOJ and is cooperating with the DOJ in its investigation.
53. On December 7, 2011, the European Commission fined Appliances Components Companies S.p.A., Elettromeccanica S.p.A., Danfoss A/S, Danfoss Flensburg GmbH, Embraco Europe S.r.l., Whirlpool S.A., and Panasonic Corporation €161 million relating to price-fixing in the market for household and commercial refrigeration compressors.
54. In Brazil, Whirlpool S.A. agreed to pay 100 million reais (the equivalent of approximately \$50 million) relating to the alleged conspiracy.

THE CONSPIRACY

The Defendants' Conduct

55. The Plaintiffs allege that during the Relevant Period, the Defendants and unnamed co-conspirators conspired and/or agreed with each other to enhance unreasonably the prices of Cooling Compressors and/or to lessen unduly competition in the production, manufacture, sale and/or supply of Cooling Compressors in North America and elsewhere. The conspiracy was intended to, and did, affect prices of both Cooling Compressors and Cooling Compressor Products.
56. During the Relevant Period, senior executives and employees of the Defendants and unnamed co-conspirators, acting in their capacities as agents for the Defendants and unnamed co-conspirators, engaged in communications, conversations and regularly attended meetings with each other at times and places, some of which are unknown to the Plaintiffs. As a result of the communications and meetings, the Defendants and unnamed co-conspirators unlawfully conspired and/or agreed to:
- (a) enhance unreasonably the prices of Cooling Compressors sold in North America and elsewhere (including agreements to increase and maintain prices);
 - (b) participate in meetings, conversations and communications with respect to the price of Cooling Compressors;

- (c) exchange information in order to monitor and enforce the agreed-upon prices for Cooling Compressors;
 - (d) allocate customers and market shares for Cooling Compressors in Canada and elsewhere (including agreements to refrain from taking each other's customers);
 - (e) lessen unduly competition in the production, manufacture, sale and/or supply of Cooling Compressors in North American and elsewhere; and
 - (f) take active steps to conceal the conspiracy.
57. These agreements were entered into voluntarily and the Defendants and their unnamed co-conspirators intended to enter into the agreements. The Defendants and their unnamed co-conspirators were aware of the nature of the agreements being entered into. The Defendants and their unnamed co-conspirators knew and intended that the agreements would result in unreasonably enhanced prices of Cooling Compressors and Cooling Compressor Products and unduly limited competition in the production, manufacture, sale and/or supply of Cooling Compressors and Cooling Compressor Products.
58. In giving effect to the anti-competitive agreements between the Defendants, the following acts were done by the Defendants and their co-conspirators, and their senior executives, employees and agents, without limitation:
- (a) participated in meetings, conversations and communications in person, by telephone, and by email to discuss the sale of, and prices to be charged

for, Cooling Compressors sold in North America and elsewhere. The in-person meetings took place at Joinville, Brazil (at Whirlpool S.A.'s headquarters), Nuremberg, Germany (in the context of the IKK Trade Fair, which is an international trade fair for the refrigerating and air conditioning industries), Frankfurt, Germany and possibly elsewhere. The meetings were attended by the top level employees of the Defendants and their co-conspirators. The meetings were bilateral, trilateral and multilateral;

- (b) agreed during such meetings, conversations and communications to increase prices by certain percentages. This included agreements on how to communicate the price increases to their customers, including agreements to tell customers that they were seeking a certain percentage increase, while secretly agreeing to accept an increase of a slightly lower percentage. This created an illusion that customers had some ability to resist price increases and avoided lockstep proposals on increased prices, thereby reducing the risk of detection;
- (c) agreed during such meetings, conversations and communications to share bids with one another and agree on prices in response to particular bid requests. OEMs of Cooling Compressors hold an annual bidding process by which the OEMs invite the defendants and their co-conspirators to compete for the OEMs' annual Cooling Compressor needs. The results of this bidding process set prices for a year. The OEMs invite Cooling Compressor manufacturers to participate in the bidding process at a

location and time of the OEM'S choosing. The Defendants and their unnamed co-conspirators met secretly in advance of the bidding process and reached agreement on prices to bid and allocated OEM customers and market share;

- (d) implemented price increases in accordance with the agreements reached and sold Cooling Compressors at collusive and non-competitive prices pursuant to the agreement reached;
- (e) agreed to and maintained prices and resisted customers' efforts to reduce prices;
- (f) agreed to price increases with respect to particular customers and implemented price increases in accordance with such agreements;
- (g) agreed to and did allocate customers and market shares for Cooling Compressors. This included refraining from taking each other's customers;
- (h) exchanged market information, including information about input costs, supply and demand conditions, capacity, and production levels;
- (i) exchanged communications regarding specific customers;
- (j) participated in meetings, telephone calls, and communications to monitor and enforce compliance with the agreements. This included numerous conversations about customers' reactions to price increases;

- (k) authorized or consented to the participation of their employees in the conspiracy; and
 - (l) concealed the conspiracy and conspiratorial contacts by, among other things, traveling to meetings separately, reserving meeting rooms under a false name, agreeing not to have minutes or take notes of the discussions during the meetings, destroying related records, using private or personal telephone lines rather than regular business lines for telephone communications, obtaining and using email addresses distinct from their regular business addresses for electronic communications, altering or failing to record flight records, and creating an illusion of bargaining.
59. The anti-competitive conduct of the Defendants and their unnamed co-conspirators was motivated by the predominant purpose of harming the Plaintiffs and other members of the Proposed Class by requiring them to pay artificially high prices for Cooling Compressors and Cooling Compressor Products and to illegally increase the Defendants' and their co-conspirators' profits on the sale of Cooling Compressors and Cooling Compressor Products.
60. The Defendants and unnamed co-conspirators were aware and intended that the conspiracy described herein would result in increased prices for Cooling Compressors and Cooling Compressor Products. Some of the Defendants were vertically integrated and sold some or all of their Cooling Compressors to related entities involved in the manufacturing of Cooling Compressor Products. The

Defendants intended to benefit from the conspiracy by passing on the artificially high prices to the related entities' direct purchaser customers of Cooling Compressor Products.

61. The Canadian subsidiaries of the foreign Defendants and unnamed co-conspirators participated in and furthered the objectives of the conspiracy by knowingly modifying their competitive behaviour in accordance with instructions received from their respective parent companies and thereby acted as agents in carrying out the conspiracy and are liable for such acts.
62. The effect of the conspiracy was to enhance unreasonably the price of Cooling Compressors and Cooling Compressor Products and an undue lessening of competition in the production, manufacture, sale and/or supply of Cooling Compressors and Cooling Compressor Products.
63. As a direct and proximate result of the Defendants' conspiracy, the Plaintiffs and other members of the Proposed Class have been forced to pay supra-competitive prices for Cooling Compressors and Cooling Compressor Products.

Fraudulent Concealment

64. The Defendants and their co-conspirators actively, intentionally and fraudulently concealed the existence of the combination and conspiracy from the public, including the Plaintiffs and other members of the Proposed Class. The affirmative acts of the Defendants alleged herein, including acts in furtherance of

the conspiracy, were fraudulently concealed and carried out in a manner that precluded detection.

65. The Defendants' anti-competitive conspiracy was self-concealing. Cooling Compressors and Cooling Compressor Products are not exempt from antitrust regulation and, thus, the Plaintiffs reasonably considered the Cooling Compressors industry to be a competitive industry. A reasonable person under the circumstances would not have been alerted to investigate the legitimacy of the Defendants' prices for Cooling Compressors and Cooling Compressor Products. As detailed in paragraph 58 above, the Defendants took active and deliberate steps to conceal their participation in the alleged conspiracy.
66. Accordingly, the Plaintiffs and other members of the Proposed Class did not discover, and could not discover through the exercise of reasonable diligence, the existence of the alleged conspiracy during the Relevant Period.
67. Because the Defendants' agreements, understandings and conspiracies were kept secret, the Plaintiffs and other members of the Proposed Class were unaware of the Defendants' unlawful conduct during the Relevant Period, and they did not know, at the time, that they were paying supra-competitive prices for Cooling Compressors and Cooling Compressor Products.

BREACH OF SECTION 45 OF THE *COMPETITION ACT*

68. The acts of the Defendants and their co-conspirators particularized herein were in breach of s 45 of the *Competition Act* and render the Defendants liable to pay

damages to the Plaintiffs and other members of the Proposed Class pursuant to s 36 of the *Competition Act*.

69. Further or alternatively, the Canadian subsidiaries of the foreign Defendants are liable to the Plaintiffs and other members of the Proposed Class for a breach of s 46(1) of the *Competition Act* and are liable to pay damages pursuant to s 36 of the *Competition Act*.

COMMON LAW CONSPIRACY

70. The Defendants and their unnamed co-conspirators entered into agreements with each other to use unlawful means which resulted in losses and damages, including special damages, to the Plaintiffs and other members of the Proposed Class. The unlawful means include the following:
- (a) entering into agreements to unreasonably enhance prices of Cooling Compressors and Cooling Compressor Products and lessen unduly, competition in the production, manufacture, sale and/or supply of Cooling Compressors and Cooling Compressor Products in Canada during the Relevant Period contrary to s 45(1) of the *Competition Act*;
 - (b) the Canadian Defendants implemented a directive, instruction, intimation of policy or other communication, with the purpose of giving effect to a conspiracy, combination, agreement or arrangement entered into outside of Canada contrary to s 46(1) of the *Competition Act*; and

(c) aiding, abetting and counselling of the commission of the above offences, contrary to ss 21 and 22 of the *Criminal Code*, R.S.C. 1985, c. C-46.

71. In furtherance of the conspiracy, the Defendants, their servants, agents and unnamed co-conspirators, carried out the acts described in paragraph 58 above.

72. The Defendants and their unnamed co-conspirators were motivated to conspire. Their predominant purposes were to harm the Plaintiffs and other members of the Proposed Class by requiring them to pay artificially high prices for Cooling Compressors and Cooling Compressor Products, and to illegally increase their profits on the sale of Cooling Compressors and Cooling Compressor Products.

73. The Defendants and their unnamed co-conspirators intended to cause economic loss to the Plaintiffs and other members of the Proposed Class. In the alternative, the Defendants and their unnamed co-conspirators knew in the circumstances that their unlawful acts would likely cause injury.

THE RESULTING DAMAGES TO THE PLAINTIFFS AND THE CLASS MEMBERS

74. The Plaintiffs and other members of the Proposed Class have suffered damages as a result of the conspiracy alleged herein. The Defendants' conspiracy had the following effects, among others:

(a) price competition has been restrained or eliminated with respect to Cooling Compressors and Cooling Compressor Products sold directly or indirectly to the Plaintiffs and other members of the Proposed Class in Ontario and the rest of Canada;

- (b) the prices of Cooling Compressors and Cooling Compressor Products sold directly or indirectly to the Plaintiffs and other members of the Proposed Class in Ontario and the rest of Canada have been fixed, maintained, increased or controlled at artificially inflated levels;
- (c) the Plaintiffs and other members of the Proposed Class paid more for Cooling Compressors and Cooling Compressor Products than they would have paid in the absence of the conspiracy; and
- (d) competition has been unduly restrained and the Plaintiffs and other members of the Proposed Class have been deprived of free and open competition in Cooling Compressors and Cooling Compressor Products in Ontario and the rest of Canada.

75. The Plaintiffs assert that their damages, along with those of other members of the Proposed Class, are capable of being quantified on an aggregate basis as the difference between the amounts actually paid to the Defendants and their unnamed co-conspirators for Cooling Compressors and Cooling Compressor Products and the amounts which would have been paid in the absence of the conspiracy.

76. The Plaintiffs and other members of the Proposed Class suffered damages in the Province of Ontario and elsewhere in Canada.

PUNITIVE DAMAGES

77. The Plaintiffs state that the Defendants' conduct in implementing the conspiracy was outrageous, disgraceful, reckless, deliberate, willful, high-handed and arrogant conduct constituting grounds for a punitive, aggravated or exemplary damages award.

THE RELEVANT STATUTES

78. The Plaintiffs plead and rely upon the *Class Proceedings Act, 1992*, SO 1992, c 6 as amended, the *Competition Act*, RSC 1985, c 19, ss 36, 45 and 46 as amended, and the *Criminal Code*, RSC 1985, c C-46.

SERVICE OUTSIDE ONTARIO

79. This originating process may be served without a Court order outside of Ontario in that the claim is:

- (a) in respect of a tort committed in Ontario (Rule 17.02 (g));
- (b) in respect of damages sustained in Ontario arising from a tort or a breach of contract wherever committed (Rule 17.02 (h));
- (c) against a person outside of Ontario who is a necessary and proper party to this proceeding properly brought against another person served in Ontario (Rule 17.02(o)); and
- (d) against a person carrying on business in Ontario (Rule 17.02 (p)).

THE PLAINTIFFS propose that this action be tried in the City of London, in the Province of Ontario.

HARRISON PENSA ^{LLP}

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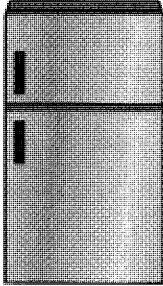
Tel: (519) 672-2121

Fax: (519) 672-6065

Lawyers for the Plaintiffs

SCHEDULE "B1-C"

Did you purchase hermetically sealed cooling compressors of less than one horsepower ("Cooling Compressors") or products containing Cooling Compressors (including household refrigerators or freezers, but excluding air conditioners) between January 2004 and December 2008?



A Cooling Compressor is the component in many household and some light commercial refrigerators and freezers that provides the cooling function. Class actions have been commenced in Canada alleging price-fixing in the market for Cooling Compressors.

Settlements have been reached in the class actions with Danfoss Flensburg GmbH ("Danfoss Flensburg") and Embraco North America, Inc. ("Embraco"). Danfoss Flensburg is required to pay \$●, plus \$● towards the costs of notice and administration and Embraco is required to pay \$●. The settlements are a compromise of disputed claims. They are not an admission of liability or wrongdoing, which are expressly denied by Danfoss Flensburg and Embraco.

The settlements must be approved by the Ontario, British Columbia and Quebec courts. Settlement class members may also express their views about the proposed settlement to the courts. If you wish to do so, you must act by ●, 2015.

Register to receive future notices at www.classaction.ca/cooling-compressors. Please keep copies of any purchase records.

Questions? Visit www.classaction.ca/cooling-compressors, email coolingcompressors@siskinds.com or call 1-800-461-6166 ext 2446

SCHEDULE "B1-D"

NOTICE OF SETTLEMENT APPROVAL HEARING IN THE MATTER OF COOLING COMPRESSORS CLASS ACTION LITIGATION

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

TO: All persons in Canada who between January 1, 2004 to December 31, 2008 purchased Cooling Compressors and Cooling Compressor Products in Canada, except the Defendants and certain parties related to the Defendants (the "Settlement Class").

I. BACKGROUND

Class action lawsuits have been commenced in Ontario, British Columbia, and Quebec alleging that the Defendants conspired to fix prices in the market for Cooling Compressors and Cooling Compressor Products (collectively, the "Class Actions")

Cooling Compressors means hermetically sealed cooling compressors of less than one horsepower. Cooling Compressor Products means Cooling Compressors and products containing Cooling Compressors. Cooling Compressors and Cooling Compressor Products do not include compressors used in air conditioners.

The following entities were named as Defendants in one or more provinces in the Class Actions: Tecumseh Products of Canada Limited, Tecumseh Products Co., Tecumseh Compressors Company, Danfoss A/S, Danfoss Inc., Danfoss Commercial Compressors Ltd., Danfoss Scroll Technologies, LLC, Danfoss Turbocor Compressors, Inc., Danfoss Compressors LLC, Appliances Components Companies S.p.A., ACC USA LLC, Panasonic Corporation, Panasonic Canada Inc., Whirlpool Canada LP, Embraco North American and Whirlpool Corporation. The Defendants are manufacturers of Cooling Compressors.

II. PREVIOUS SETTLEMENT

A previous settlement was reached with Appliances Components Companies S.p.A. and ACC USA LLC (collectively "ACC"). Under the terms of the ACC settlement agreement, ACC agreed to pay \$50,000 for the benefit of the settlement class in Canada and up to \$50,000 towards the cost of notice. Settlement funds were used to fund out-of-pocket costs incurred by class counsel in the litigation. Under the terms of the settlement agreement, ACC agreed to provide cooperation to the Plaintiffs in pursuing their claims against the remaining Defendants. The Class Actions were certified against ACC for settlement purposes and the ACC settlement was approved by the Ontario and Quebec Courts.

III. PROPOSED SETTLEMENTS

Settlements have been reached with Danfoss Flensburg GmbH ("Danfoss Flensburg") and Embraco North America, Inc. ("Embraco").

A settlement has been reached with Danfoss Flensburg, who at the time of settlement was not a party to the proceedings. The settlement will result in dismissal of proceedings against all Danfoss-

related entities. Danfoss Flensburg has agreed to pay \$● for the benefit of the settlement class members, in exchange for a full release of claims against it and its related entities, including: Danfoss A/S, Danfoss Commercial Compressors Limited, Danfoss Scroll Technologies, LLC, Danfoss Turbocor Compressors, Inc., Danfoss Compressor, LLC, Danfoss LLC (as the successor to Danfoss Inc. (U.S.)) and Danfoss Inc. (Canada). Pursuant to the settlement, Danfoss Flensburg has also agreed to pay \$● towards the cost of notice and administration.

Embraco has agreed to pay \$● for the benefit of settlement class members, in exchange for a full release of claims against it and its related entities, including: Whirlpool Canada LP, Whirlpool Corporation and Whirlpool S.A.

Danfoss Flensburg and Embraco have agreed to provide cooperation to the plaintiffs in pursuing the Class Actions against the remaining Defendants. The settlements represent a resolution of disputed claims and Danfoss Flensburg and Embraco do not admit any wrongdoing or liability.

A motion to approve the settlements and certify the Class Actions as against Danfoss Flensburg and Embraco for settlement purposes will be heard by the Ontario Court in the City of London on ●, 2015 at ● am, the British Columbia Court in the City of Vancouver on ●, 2015 at ● am, and the Quebec Court in Quebec City on ●, 2015 at ● am. At those hearings, the Ontario, British Columbia, and Quebec courts will determine whether the settlements are fair, reasonable, and in the best interests of the Settlement Class.

Settlement class members who do not oppose the proposed settlements need not appear at the settlement approval hearing or take any other action at this time.

Settlement class members are entitled to file written submissions and/or appear and make submissions at the settlement approval hearings. Settlement class members who wish to exercise either of these rights must submit written submissions to the appropriate class counsel at the addresses listed below postmarked no later than ●. The written submissions must state the nature of any comments or objections, and whether the settlement class member intends to appear at the settlement approval hearing. Class counsel will forward all such submissions to the appropriate court. All timely written submissions will be considered by the appropriate court. If you do not file a written submission by the relevant deadline, you might not be entitled to participate, through oral submissions or otherwise, in the settlement approval hearings.

IV. CLAIMING PART OF THE SETTLEMENT FUNDS

Class counsel propose to hold the settlement funds in trust for the future benefit of settlement class members. A method for distributing the settlement funds will be submitted to the courts for approval at a later time. Once the courts have approved the method for distributing the settlement funds, another notice will be published and posted online at www.siskinds.com/cooling-compressors regarding how the settlement funds will be distributed and the claims process.

In the interim, you should: (i) keep copies of all related purchase records; and (ii) register online at www.siskinds.com/cooling-compressors to receive updates about the class action.

V. CLASS COUNSEL

The law firms of HARRISON PENZA ^{LLP} and SISKINDS ^{LLP} represent settlement class members in Ontario and in all provinces other than British Columbia and Quebec, as well as corporations of more than 50 employees in Quebec.

Siskinds ^{LLP} can be reached toll free at 1-800-461-6166 ext. 2446, by e-mail at coolingcompressors@siskinds.com or by mail at 680 Waterloo Street, London, Ontario N6A 3V8, Attention: Charles Wright. Harrison Pensa ^{LLP} can be reached toll free at 1-800-263-0489 ext.775, by e-mail at jforeman@harrisonpensa.com or by mail at 450 Talbot Street, London, Ontario N6A 4K3, Attention: Jonathan Foreman.

The law firm of Camp Fiorante Matthews Mogerman ("CFM") represents settlement class members in British Columbia. CFM can be reached at 1-800-689-2322, by email at rmogerman@cfmlawyers.ca or by mail at #400 – 856 Homer Street, Vancouver, BC V6B 2W5, Attention: Reidar Mogerman.

The law firm of Bouchard Pagé Tremblay Avocats represents individuals and corporations of 50 or less employees who are settlement class members in Quebec. Quebec class counsel can be reached at 1-855-768-6667, by e-mail at simonhebert@bptavocats.com or by mail at 825, boul. Lebourgneuf, bureau 510, Québec, QC G2J 0B9, Attention: Simon Hebert.

Class counsel legal fees and disbursements must be approved by the Courts. Class counsel will collectively be requesting legal fees of up to 25% of the Danfoss Flensburg and Embraco settlement funds, plus disbursements and applicable taxes to be approved by the courts and paid out of the settlement funds.

VI. QUESTIONS ABOUT THE SETTLEMENT

This notice contains only a summary of the settlement agreements and settlement class members are encouraged to review the complete settlement agreements online at www.siskinds.com/cooling-compressors. If you have questions that are not answered online at www.siskinds.com/cooling-compressors, please contact the appropriate class counsel. QUESTIONS SHOULD NOT BE DIRECTED TO THE COURT.

VII. INTERPRETATION

This notice contains a summary of some of the terms of the Danfoss Flensburg and Embraco settlement agreements. If there is a conflict between the provisions of this notice and the Danfoss Flensburg and Embraco settlement agreements, the terms of the Danfoss Flensburg and Embraco settlements shall prevail.

This Notice has been authorized by the Ontario, British Columbia, and Quebec courts.

SCHEDULE “B1-E”

PLAN OF DISSEMINATION NOTICE OF SETTLEMENT APPROVAL HEARING IN THE MATTER OF COOLING COMPRESSORS CLASS ACTION LITIGATION – DANFOSS FLENSBURG AND EMBRACO SETTLEMENTS

As soon as practicable after orders are obtained approving the below notices, the Notice of Settlement Approval Hearing shall be distributed in the following manner:

Short-Form Notice:

1. Published once in the following newspapers, no larger than 1/8 newsprint page, in either English or French, as is appropriate for each newspaper, subject to each having reasonable publication deadlines and costs:
 - (a) The Globe and Mail, national edition;
 - (b) National Post, national edition;
 - (c) Le Journal de Montréal;
 - (d) La Presse (Montréal); and
 - (e) Le Soleil (Québec City).

2. Sent to the following industry associations, in English and French, requesting voluntary distribution to their membership and/or that a copy of the notice or information about the actions be posted on their website:
 - (a) Association of Independent Compressor Distributors (“AICD”);
 - (b) Heating, Refrigeration and Air Conditioning Institute of Canada (“HRAI”);
 - (c) Installation, Maintenance & Repair Sector Council and Trade Association (“IMR”);
 - (d) Mechanical Contractors Association of Canada (“MCA Canada”);
 - (e) Refrigeration Service Engineers Society Canada (“RSES”);
 - (f) Electro-Federation Canada (“EFC”);
 - (g) Retail Council of Canada; and
 - (h) Conseil québécois du commerce de détail (Quebec Council of Retail Trade)

Long-Form Notice:

3. Posted in English and French by class counsel on class counsel's respective websites.
4. Sent by direct mail or email, within seven days of the first publication of the short-form notice, to anyone who has inquired with class counsel regarding the class action, to the extent that class counsel has their name and address information. Where the person is located in Quebec, the notice will be sent in English and French.
5. Sent by direct mail, within seven days of the first publication of the short-form notice, to the direct purchaser customers in Canada (where applicable) of Appliances Components Companies S.p.A. and ACC USA LLC (collectively "ACC"), Danfoss Flensburg, GmbH and Embraco North America, Inc. based on the customer information provided by these entities pursuant to the terms of ACC, Danfoss Flensburg GmbH and Embraco North America, Inc's respective settlement agreements. Where the person is located in Quebec, the notice will be sent in English and French.

SCHEDULE "B2"

No. S106877
Vancouver Registry

In the Supreme Court of British Columbia

Between:

DAMON GREEN

plaintiff

and:

TECUMSEH PRODUCTS OF CANADA LIMITED;
TECUMSEH PRODUCTS CO.; TECUMSEH
COMPRESSOR COMPANY; DANFOSS A/S; DANFOSS,
INC.; DANFOSS COMMERCIAL COMPRESSORS LTD.;
DANFOSS SCROLL TECHNOLOGIES, LLC; DANFOSS
TURBOCOR COMPRESSORS, INC.; DANFOSS
COMPRESSOR, LLC; ACC USA LLC; APPLIANCES
COMPONENTS COMPANIES SP.A.; PANASONIC
CORPORATION, PANASONIC CANADA INC.;
WHIRLPOOL CANADA LP; EMBRACO NORTH
AMERICA; AND WHIRLPOOL CORPORATION

defendants

BROUGHT UNDER THE *CLASS PROCEEDINGS ACT*, R.S.B.C. 1996, c. 50

ORDER MADE AFTER APPLICATION

BEFORE THE HONOURABLE)
MADAM JUSTICE GROPPER) Day/Month/2015
)

ON THE APPLICATION of the plaintiff, Damon Green coming on for hearing at the Courthouse, 800 Smithe Street, Vancouver, BC, on ●/●/ 2015 and on hearing [●insert names of counsel], and on reading the material filed;

THIS COURT ORDERS that:

1. 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, attached to this Order as Schedule “A”, apply to and are incorporated into this Order;
2. the plaintiff is granted leave to add Danfoss Flensburg GmbH as a defendant to this action for settlement purposes only subject to the terms of the Settlement Agreement;
3. the plaintiff is granted leave to remove Appliances Components Companies SpA and ACC USA LLC as defendants to this action;
4. the plaintiff is granted leave to further amend the Further Amended Notice of Civil Claim as set forth in Schedule “B” to this Order;
5. for the purposes of Rule 6-7(8)(b), service of the notice of application to add Danfoss Flensburg GmbH and to remove Appliances Components Companies SpA and ACC USA LLC as defendants to this action will constitute service of the filed Second Further Amended Notice of Civil Claim and service of the entered Order once this Order is pronounced such that the plaintiff may take steps against Danfoss Flensburg GmbH in this action including the application to certify this action as against Danfoss Flensburg GmbH for settlement purposes only;
6. the short-form and long-form notices of settlement approval hearing are hereby approved substantially in the forms attached respectively hereto as Schedules “C” and “D”;
7. the plan of dissemination for the short-form and long-form notices of settlement approval hearings (the “Plan of Dissemination”) is hereby approved in the form attached hereto as Schedule “E” and the notices of settlement approval hearings shall be disseminated in accordance with the Plan of Dissemination;
8. ● is appointed to disseminate the short-form and long-form notices of settlement approval hearing in accordance with the terms of this order;

9. the Order is contingent upon parallel orders being made by the Ontario Court and the Quebec Court, and the terms of this Order shall not be effective unless and until such Orders are made by the Ontario Court and the Quebec Court; and
10. endorsement of this Order by the Non-Settling Defendants is dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

David G.A. Jones
Counsel for the plaintiff

Christopher P. Naudie
Counsel for the defendants Danfoss A/S,
Danfoss Flensburg GmbH, Danfoss, Inc.,
Danfoss Commercial Compressors Ltd.,
Danfoss Scroll Technologies, LLC, Danfoss
Turbocor Compressors, Inc., and Danfoss
Compressor, LLC.

By the Court

Registrar

Amended pursuant to the Order of Madam Justice Maisonville entered November 27, 2012, and pursuant to Supreme Court Rule 6-2(7). Original filed on October 15, 2010 and Amended April 14, 2011.

No. S106877
Vancouver Registry

In the Supreme Court of British Columbia

Between:

DAMON GREEN

Plaintiff

and:

TECUMSEH PRODUCTS OF CANADA LIMITED; TECUMSEH PRODUCTS CO.; TECUMSEH COMPRESSOR COMPANY; DANFOSS A/S; DANFOSS, INC.; DANFOSS COMMERCIAL COMPRESSORS LTD.; DANFOSS SCROLL TECHNOLOGIES, LLC.; DANFOSS TURBOCOR COMPRESSORS, INC.; DANFOSS COMPRESSOR, LLC; DANFOSS ELENSBURG GMBH; ~~ACC USA LLC; APPLIANCES COMPONENTS COMPANIES S.p.A;~~ PANASONIC CORPORATION, PANASONIC CANADA INC.; WHIRLPOOL CANADA LP; EMBRACO NORTH AMERICA; and WHIRLPOOL CORPORATION

Defendants

BROUGHT UNDER THE CLASS PROCEEDINGS ACT, R.S.B.C. 1996, c. 50

SECOND FURTHER AMENDED NOTICE OF CIVIL CLAIM

THIS ACTION HAS BEEN STARTED BY THE PLAINTIFF(S) FOR THE RELIEF SET OUT IN PART 2 BELOW.

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (c) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and

- (d) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

TIME FOR RESPONSE TO CIVIL CLAIM

A response to civil claim must be filed and served on the plaintiff(s),

- (a) if you reside anywhere in Canada, within 21 days after the date on which a copy of the filed notice of civil claim was served on you,
- (b) if you reside in the United States of America, within 35 days after the date on which a copy of the filed notice of civil claim was served on you,
- (c) if you reside elsewhere, within 49 days after the date on which a copy of the filed notice of civil claim was served on you, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

CLAIM OF THE PLAINTIFF(S)

PART 1: STATEMENT OF FACTS

THE REPRESENTATIVE PLAINTIFF

1. The plaintiff, Damon Green, is a businessman resident in Vancouver, British Columbia and a retail purchaser of a refrigerator during the proposed Class Period (as defined below).

THE CLASS AND THE CLASS PERIOD

2. This action is brought on behalf of members of a class (the "Class Members") consisting of the plaintiff and all persons resident in British Columbia who, during the period commencing from at least January 1, 2004, through December 31, 2008 (the "Class Period"), purchased hermetically sealed cooling compressors of less than one horsepower and products containing hermetically sealed cooling compressors of less than one horsepower ("Cooling Compressors") manufactured by the defendants and the Former Defendants (as defined below at paragraph 29) or such other class definition or class period as the Court may ultimately decide on the motion for certification. Cooling Compressors do not include compressors used in air conditioners.

FACTUAL BACKGROUND

3. A cooling compressor is a device which forms the central component of a cooling, refrigeration or air conditioning apparatus. The device operates by compression and expansion of gas contained in it. Through this operation the device is able to absorb and transfer heat, thus producing a cooling effect.

4. Cooling Compressors are designed for a variety of household and commercial applications including refrigerators, ice makers, water coolers, room air conditioners, freezers, chillers, dehumidifiers and vending machines.

5. Most cooling compressors have hermetic motor assemblies. The hermetic seal makes access to the motor assembly difficult. As a result, the common response to damage to a hermetic cooling compressor is replacement rather than repair of the unit.

6. In 2008, the North American market for Cooling Compressors consisted of approximately 39,720,000 units sold with a total value of approximately \$6,570,000,000 (U.S.D.).

THE DEFENDANTS

7. Various persons and/or firms involved in the manufacturing, marketing, selling and/or distribution of Cooling Compressors to customers throughout Canada, not named as defendants, participated as co-conspirators in the alleged violations and may have performed acts and made agreements in furtherance of them. The named defendants are jointly and severally liable for the actions of, and damages allocable to, the unnamed co-conspirators.

The "Tecumseh" Defendants

8. The defendant, Tecumseh Products of Canada Limited, is a Canadian corporation with its principal place of business in the City of London, in the Province of Ontario. Tecumseh Products of Canada Limited is a subsidiary of the defendant, Tecumseh Products Co. During the Class Period, Tecumseh Products of Canada Limited manufactured, sold and distributed Cooling Compressors throughout Canada.

9. The defendant, Tecumseh Products Co., is a Michigan corporation with its principal place of business in the City of Ann Arbor, in the State of Michigan. During the Class Period, Tecumseh Products Co. manufactured, sold and distributed Cooling Compressors throughout Canada.

10. The defendant, Tecumseh Compressor Company, is a Delaware corporation with its principal place of business in Ann Arbor, Michigan. Tecumseh Compressor Company is a wholly-owned subsidiary of Tecumseh Products Co. During the Class Period, Tecumseh Compressor Company manufactured, sold and distributed Cooling Compressors throughout Canada.

11. The business and operations of the defendants, Tecumseh Products of Canada Limited, Tecumseh Products Co. and Tecumseh Compressor Company (together "Tecumseh"), and their respective parent corporations, subsidiaries, and affiliates in respect of the manufacture, distribution and sale of Cooling Compressors in Canada are inextricably interwoven such that each is the agent of the other.

The "Danfoss" Defendants

12. The defendant, Danfoss A/S is a privately-held Danish company with its principal place of business in Nordborg, Denmark. During the Class Period, Danfoss A/S manufactured, sold and distributed Cooling Compressors throughout Canada.

~~12-13.~~ The Defendant, Danfoss Flensburg GmbH is a German company with its principal place of business in Flensburg, Germany. Danfoss Flensburg GmbH is a subsidiary of Danfoss A/S. During the Relevant Period, Danfoss Flensburg GmbH manufactured, marketed, sold and/or distributed Cooling Compressors and/or Cooling Compressor Products throughout Canada, through affiliates.

~~13-14.~~ The defendant, Danfoss, Inc., is a Delaware corporation with its principal place of business in the City of Baltimore, in the State of Maryland. Danfoss Inc. is an indirectly-owned subsidiary of Danfoss A/S. Danfoss, Inc. operates a place of business in Canada in the City of Mississauga in the Province of Ontario. During the Class Period, Danfoss, Inc. manufactured, sold and distributed Cooling Compressors throughout Canada.

~~14-15.~~ The defendant, Danfoss Commercial Compressors Ltd., is a Delaware corporation with its principal place of business in the City of Lawrenceville, in the State of Georgia. Danfoss Commercial Compressors Ltd. is a wholly-owned subsidiary of Danfoss, Inc. During the Class Period, Danfoss Commercial Compressors Ltd. manufactured, sold and distributed Cooling Compressors throughout Canada.

~~15-16.~~ The defendant, Danfoss Scroll Technologies, LLC, is a Delaware limited liability company with its principal place of business in the City of Arkadelphia, in the State of Arkansas. Danfoss Scroll Technologies, LLC is a subsidiary of Danfoss, Inc. During the Class Period, Danfoss Scroll Technologies, LLC manufactured, sold and distributed Cooling Compressors throughout Canada.

~~16-17.~~ The defendant, Danfoss Turbocor Compressors, Inc., is a Delaware corporation with its principal place of business in the City of Tallahassee, in the State of Florida. Danfoss Turbocor Compressors, Inc. is a subsidiary of Danfoss, Inc. During the Class Period, Danfoss Turbocor Compressors, Inc. manufactured, sold and distributed Cooling Compressors throughout Canada.

~~17-18.~~ The defendant, Danfoss Compressor, LLC, is a limited liability company with its principal place of business in the City of Arkadelphia, in the State of Arkansas. Danfoss Compressor, LLC is a subsidiary of Danfoss, Inc. During the Class Period, Danfoss Compressor, LLC manufactured, sold and distributed Cooling Compressors throughout Canada.

~~18-19.~~ The business and operations of the defendants, Danfoss A/S, Danfoss, Inc., Danfoss Flensburg GmbH, Danfoss Commercial Compressors Ltd., Danfoss Scroll Technologies, LLC, Danfoss Turbocor Compressors, Inc. and Danfoss Compressor, LLC (together "Danfoss"), and their respective parent corporations, subsidiaries, and affiliates in respect of the manufacture, distribution and sale of Cooling Compressors in Canada are inextricably interwoven such that each is the agent of the other.

~~ACC~~

~~The defendant, ACC USA LLC, is a Delaware limited liability company with its principal place of business in Alabama. ACC USA LLC is a wholly-owned subsidiary of the defendant~~

~~Appliances Components Companies S.p.A. During the Class Period, ACC USA LLC manufactured, sold and distributed cooling compressors throughout Canada.~~

~~The defendant Appliances Components Companies S.p.A. ("ACC") is an Italian corporation headquartered in Pordeone, Italy. During the Class Period, ACC, manufactured, sold and distributed cooling compressors throughout Canada.~~

~~The business and operations of the defendants ACC and ACC USA LLC and their respective parent corporations, subsidiaries, and affiliates in respect of the manufacture, distribution and sale of Cooling Compressors in Canada are inextricably interwoven such that each is the agent of the other.~~

The "Panasonic" Defendants

~~19.20.~~ The defendant Panasonic Corporation is a Japanese entity with its principal place of business at 1006 Oaza Kadoma, Kadoma, Osaka 571-8501, Japan. During the Class Period, Panasonic Corporation manufactured, marketed, sold and/or distributed Cooling Compressors to customers throughout Canada, either directly or indirectly through the control of its predecessors, affiliates or subsidiaries.

~~20.21.~~ The defendant Panasonic Canada Inc., is a Canadian corporation with its principal place of business in the City of Mississauga in the Province of Ontario. Panasonic Canada Inc. is an indirect subsidiary of Panasonic Corporation. During the Class Period, Panasonic Canada Inc. manufactured, sold and distributed Cooling Compressors throughout Canada.

~~21.22.~~ The business and operations of the defendants, Panasonic Corporation and Panasonic Canada Inc. (together "Panasonic"), and their respective parent corporations, subsidiaries, and affiliates in respect of the manufacture, distribution and sale of Cooling Compressors in Canada are inextricably interwoven such that each is the agent of the other.

The "Whirlpool" Defendants

~~22.23.~~ The defendant, Whirlpool Canada LP, is a Canadian limited partnership with its principal place of business in the City of Mississauga in the Province of Ontario. Whirlpool Canada LP is

a subsidiary of the Defendant, Whirlpool Corporation. During the Class Period, Whirlpool Canada LP manufactured, sold and distributed Cooling Compressors throughout Canada.

~~23-24.~~ The defendant, Embraco North America, Inc., (Embraco NA), is a Delaware corporation with its principal place of business in the City of Suwanee, in the State of Georgia. Embraco NA is a subsidiary of the defendant, Whirlpool Corporation. During the Class Period, Embraco NA manufactured, sold and distributed Cooling Compressors throughout Canada.

~~24-25.~~ The defendant, Whirlpool Corporation, is a Delaware corporation with its principal place of business in the City of Benton Harbour, in the State of Michigan. During the Class Period, Whirlpool Corporation manufactured, sold and distributed Cooling Compressors throughout Canada.

~~26.~~ The business and operations of the defendants, Whirlpool Canada LP, Embraco NA and Whirlpool Corporation (together "Whirlpool"), and their respective parent corporations, subsidiaries, and affiliates, specifically including but not limited to Whirlpool S.A., in respect of the manufacture, distribution and sale of Cooling Compressors in Canada are inextricably interwoven such that each is the agent of the other.

The Former Defendants

~~27.~~ The former defendant Appliances Components Companies S.p.A. ("ACC") is an Italian corporation headquartered in Pordeone, Italy. During the Class Period, ACC, manufactured, sold and distributed cooling compressors throughout Canada.

~~28.~~ The former defendant, ACC USA LLC, is a Delaware limited liability company with its principal place of business in Alabama. ACC USA LLC is a wholly-owned subsidiary of the defendant Appliances Components Companies S.p.A. During the Class Period, ACC USA LLC manufactured, sold and distributed cooling compressors throughout Canada.

~~29.~~ The business and operations of ACC and ACC USA LLC (together, the "Former Defendants") and their respective parent corporations, subsidiaries, and affiliates in respect of the manufacture, distribution and sale of Cooling Compressors in Canada are inextricably interwoven such that each is the agent of the other.

25-30. The plaintiff has entered into a settlement agreement with the Former Defendants. This agreement have been approved by the Court. As a consequence all claims against the Former Defendants have been barred.

The Defendants' Co-Conspirators

26-31. The identity of each of the defendants' and the Former Defendants' co-conspirators is not known to the plaintiff at this time. During the Class Period, each of the defendants' and the Former Defendants' co-conspirators was engaged in the business of manufacturing, distributing and selling Cooling Compressors in Canada and elsewhere.

27-32. Whirlpool S.A. is alleged to be a co-conspirator acting in concert with the defendants and the Former Defendants, specifically Whirlpool Corporation, its parent corporation, and Whirlpool Canada LP, its affiliated corporation.

REGULATORY INVESTIGATIONS

28-33. On February 18, 2009 the European Commission announced that it had carried out unannounced inspections at the premises of producers of Cooling Compressors with respect to allegations of a price-fixing cartel.

29-34. On February 19, 2009, Whirlpool and Tecumseh each acknowledged that they had received grand jury subpoenas from the United States Department of Justice in connection with allegations of a price-fixing cartel.

30-35. On February 23, 2008 Tecumseh disclosed that it was cooperating with authorities in the United States investigation and that it had received conditional amnesty from the United States Department of Justice.

31-36. At or about the same time, Danfoss announced that it was under investigation in Germany, Denmark and the United States with respect to allegations that it was a member of a price-fixing cartel.

32-37. On September 30, 2010, the United States Department of Justice ("DOJ") announced that Panasonic Corporation and Embraco NA had agreed to plead guilty in the USA and to pay \$49.1

million U.S. and \$91.8 million U.S. respectively in criminal fines for their role in an international conspiracy to fix the prices of refrigerant compressors.

~~33-38.~~ On October 25, 2010 and November 2, 2010 respectively, Embraco NA and Panasonic Corporation entered into guilty pleas in Canada in respect of the sale and supply of hermetic refrigeration compressors of less than one horsepower. In particular Embraco NA and Panasonic Corporation pleaded guilty to conduct that was contrary to section 45(1)(c) of the *Competititon Act*.

~~39.~~ On October 3, 2011, Danfoss Flensburg GmbH entered into a guilty plea in the United States regarding price-fixing in the market for “light commercial compressors”.

~~34-40.~~ In its 2009 Annual Report, Tecumseh Products Co. disclosed it received conditional amnesty from the DOJ and is cooperating with the DOJ in its investigation.

~~35-41.~~ In its 2009 Annual Report, the Danfoss Group indicated that it was being investigated by the DOJ and European Comission.

~~42.~~ On December 7, 2011, the European Commission fined Appliances Components Companies S.p.A., Elettromeccanica S.p.A., Danfoss A/S, Danfoss Flensburg GmbH, Embraco Europe S.r.l., Whirlpool S.A., and Panasonic Corporation €161 million relating to price-fixing in the market for household and commercial refrigeration compressors.

~~43.~~ The defendant Appliances Components Companies SpA is being investigated by the European Commission and DOJ in respect of pricing in the compressor market.

~~36-44.~~ In Brazil, Whirlpool S.A. agreed to pay 100 million reals (the equivalent of approximately \$50 million) relating to the alleged conspiracy.

THE CONSPIRACY

~~37-45.~~ During the Class Period, senior executives and employees of the defendants, the Former Defendants and unnamed co-conspirators, acting in their capacities as agents for the defendants, the Former Defendants and unnamed co-conspirators, engaged in communications, conversations and attended meetings with each other at times and places, some of which are unknown to the

Plaintiff, and as a result of the communications and meetings the defendants, the Former Defendants and unnamed co-conspirators unlawfully conspired or agreed:

- (a) to enhance unreasonably the prices of Cooling Compressors globally including Canada;
- (b) to fix, maintain, increase or control the prices of Cooling Compressors globally including Canada;
- (c) to exchange information in order to monitor and enforce adherence to the agreed upon prices for Cooling Compressors;
- (d) to allocate the market share, customers, or to set specific sales volumes of Cooling Compressors that each defendant and unnamed co-conspirator would supply in Canada and elsewhere; and
- (e) to lessen unduly competition in the production, manufacture, sale or supply of Cooling Compressors globally including Canada.

~~38.46.~~ In furtherance of the conspiracy, during the Class Period, the following acts were done by the defendants, the Former Defendants, the unnamed co-conspirators and their servants and agents:

- (a) they increased or maintained the prices of Cooling Compressors globally including Canada;
- (b) they allocated the volumes of sales of cooling compressors and products containing cooling compressors, and of customers and markets for Cooling Compressors among themselves;
- (c) they reduced the supply of Cooling Compressors;
- (d) they communicated secretly, in person and by telephone, to discuss and fix prices and volumes of sales of Cooling Compressors;

- (e) they exchanged information regarding the prices and volumes of sales of Cooling Compressors for the purposes of monitoring and enforcing adherence to the agreed upon prices, volumes of sales and markets;
- (f) they refrained from submitting truly competitive bids for Cooling Compressors in Canada and elsewhere;
- (g) they submitted collusive, non-competitive and rigged bids for Cooling Compressors in Canada and elsewhere;
- (h) they took active steps to, and did, conceal the unlawful conspiracy from their customers; and
- (i) they disciplined any corporation which failed to comply with the conspiracy.

39.47. The defendants, the Former Defendants and unnamed co-conspirators were motivated to conspire and their predominant purposes and predominant concerns were:

- (a) to harm the plaintiff and other Class Members by requiring them to pay an artificially induced overcharge (the "Overcharge") on prices for Cooling Compressors; and
- (b) to illegally increase their profits on the sale of Cooling Compressors.

40.48. The Canadian defendants who are subsidiaries of the foreign defendants and unnamed co-conspirators participated in and furthered the objectives of the conspiracy by knowingly modifying their competitive behaviour in accordance with instructions received from their respective parent companies and thereby acted as agents in carrying out the conspiracy and are liable for such acts.

41.49. The acts alleged in this claim to have been done by each corporate defendant were authorized, ordered and done by each corporate defendant's officers, directors, agents, employees or representatives while engaged in the management, direction, control or transaction of its business affairs.

CAUSES OF ACTION

Civil Conspiracy

~~42-50.~~ The acts particularized in paragraphs ~~45-49~~40-44 were unlawful acts directed towards the plaintiff and other Class Members, which unlawful acts the defendants and the Former Defendants knew in the circumstances would likely cause injury to the Plaintiff and other Class Members and, as such, the defendants are liable for the tort of civil conspiracy. Further, or alternatively, the predominant purpose of the acts particularized in paragraphs 40-44 was to injure the plaintiff and the other Class Members and the defendants are liable for the tort of civil conspiracy.

Breach of the Competition Act

~~43-51.~~ Further, or alternatively, the acts particularized in paragraphs ~~45-49~~40-44 are in breach of s. 45 of the *Competition Act*, R.S.C. 1985, c. 19 (2nd Suppl.) ("*Competition Act*") and render the defendants liable to pay damages and costs of investigation pursuant to s. 36 of the *Competition Act*. Further, the Canadian subsidiaries of the foreign defendants are liable to the plaintiff and the other Class Members pursuant to s. 36 of the *Competition Act* for acts in contravention of s. 46(1) of the *Competition Act*.

Unlawful Interference with Economic Interests

~~44-52.~~ Further, or alternatively, the acts particularized in paragraphs ~~45-49~~40-44 were unlawful acts undertaken by the defendants and the Former Defendants with the intent to injure the plaintiff and the other Class Members, and the defendants are liable for the tort of unlawful interference with economic interests.

~~45-53.~~ The plaintiff and the other Class Members suffered damages as a result of the defendants' unlawful interference with their economic interests.

~~Unjust Enrichment, Waiver of Tort, and Constructive Trust~~

Unjust Enrichment and Waiver of Tort

~~46-54.~~ Further, the plaintiff waives the tort and pleads that he and the other Class Members are entitled to recover under restitutionary principles.

47.55. The defendants and the Former Defendants have each been enriched by the receipt of the ill-gotten Overcharge on the sale of cooling compressors and products containing cooling compressors. The Plaintiff and other Class Members have suffered a corresponding deprivation. There is no juristic reason for the enrichment as the defendants' and the Former Defendants' receipt of the Overcharge is the result of wrongful or unlawful acts. As such, there is and can be no juridical reason justifying the defendants' and the Former Defendants' retention of the Overcharge and, in particular, any contracts upon which the defendants purport to rely to receive the Overcharge are void and illegal.

~~48. The defendants are constituted as constructive trustees in favour of the plaintiff and other Class Members for the Overcharge from the sale of Cooling Compressors because, among other reasons:~~

- ~~(a) the defendants were unjustly enriched by receipt of the Overcharge;~~
- ~~(b) the plaintiff and other persons similarly situated suffered a deprivation because of the Overcharge;~~
- ~~(c) the defendants engaged in wrongful conduct and committed unlawful acts in conspiring to fix the price of Cooling Compressors and allocate market share and volume of Cooling Compressors;~~
- ~~(d) the Overcharge was acquired in such circumstances that the defendants may not in good conscience retain it;~~
- ~~(e) justice and good conscience require the imposition of a constructive trust;~~
- ~~(f) the integrity of the marketplace would be undermined if the court did not impose a constructive trust; and~~
- ~~(g) there are no factors that would render the imposition of a constructive trust unjust.~~

49.56. The plaintiff pleads that equity and good conscience requires the defendants to make restitution to to hold in trust for the plaintiff and the other Class Members of the artificially

~~induced~~ Overcharge from the sale of Cooling Compressors ~~and to disgorge the Overcharge to the plaintiff and other Class Members.~~

DAMAGES

~~50-57.~~ The plaintiff and the other Class Members suffered the following damages:

- (a) the price of Cooling Compressors has been enhanced unreasonably by imposition of the non-competitive Overcharge; and
- (b) competition in the sale of Cooling Compressors has been unduly restrained.

~~51-58.~~ During the period covered by this claim, the plaintiff and the other Class Members purchased Cooling Compressors. By reason of the alleged violations of the *Competition Act* and the common law, the plaintiff and the other Class Members paid more for Cooling Compressors by way of the Overcharge than they would have paid in the absence of the illegal conspiracy and, as a result, they have been injured in their business and property and have suffered damages in an amount presently undetermined.

PUNITIVE DAMAGES

~~52-59.~~ The plaintiff pleads that the defendants' and the Former Defendants' conduct as particularized in paragraphs ~~45-49~~40-44 was high-handed, outrageous, reckless, wanton, entirely without care, deliberate, callous, disgraceful, wilful, in contumelious disregard of the plaintiff's rights and the rights of each Class Member, indifferent to the consequences and, as such, renders the defendants liable to pay punitive damages.

JURISDICTION

~~53-60.~~ There is a real and substantial connection between British Columbia and the facts alleged in this proceeding and the plaintiff and other Class Members plead and rely upon the *Court Jurisdiction and Proceedings Transfer Act* RSBC 2003 Ch. 28 (the "*CJPTA*") in respect of these defendants. Without limiting the foregoing, a real and substantial connection between British Columbia and the facts alleged in this proceeding exists pursuant to ss.10 (f) – (i) *CJPTA* because this proceeding:

- (f) concerns restitutionary obligations that, to a substantial extent, arose in British Columbia;
- (g) concerns a tort committed in British Columbia;
- (h) concerns a business carried on in British Columbia; and
- (i) is a claim for an injunction ordering a party to do or refrain from doing anything in British Columbia.

PART 2: RELIEF SOUGHT

54.61. The plaintiff, on its own behalf, and on behalf of the Class Members, claims against the defendants:

- (a) a declaration that the defendants conspired with each other and the Former Defendants to raise, maintain, fix and/or stabilize the price of Cooling Compressors and products containing cooling compressors during the Class Period;
- (b) an order certifying this action as a class proceeding and appointing the plaintiff as representative plaintiff;
- (c) general damages for conspiracy and unlawful interference with economic interests,
- (d) general damages for conduct that is contrary to Part VI of the *Competition Act*;
- (e) an injunction enjoining the defendants from conspiring with each other or with the Former Defendants or any unnamed co-conspirators to raise, maintain, fix and/or stabilize the price of Cooling Compressors and products containing Cooling Compressors;
- (f) a declaration that the defendants and the Former Defendants have been unjustly enriched at the expense of the plaintiff and the other Class Members by their receipt of the ill-gotten Overcharge;

- (g) a declaration that the defendants must make restitution to hold the ill-gotten Overcharge in a constructive trust for the benefit of the plaintiff and the other Class Members of all of the Overcharge;
- (h) ~~an order directing the defendants to disgorge their ill-gotten Overcharge;~~
- (~~h~~)(h) punitive damages;
- (~~h~~)(i) costs of investigation and prosecution of this proceeding pursuant to s.36 of the Competition Act;
- (~~h~~)(j) pre-judgment and post-judgment interest pursuant to the Court Order Interest Act, R.S.B.C. 1996, c. 78, s. 128; and
- (~~h~~)(k) such further and other relief as to this Honourable Court may seem just.

PART 3: LEGAL BASIS

~~55-62.~~ The plaintiff pleads and relies upon the *Class Proceedings Act*, R.S.B.C., 1996 c. 50, the *Competition Act* and the *CJPTA*.

~~56-63.~~ Further, the plaintiff claims that the acts particularized in paragraphs PART 1:45-PART 1:4940-44 were unlawful acts directed towards the plaintiff and the other Class Members which unlawful acts the defendants and the Former Defendants knew in the circumstances would likely cause injury to the plaintiff and the other Class Members, and the defendants are liable for the tort of civil conspiracy.

~~57-64.~~ Further, the predominant purpose of the acts particularized in paragraphs PART 1:45-PART 1:4940-44 was to injure the plaintiff and the other Class Members and the defendants are liable for the tort of civil conspiracy.

~~58-65.~~ Further, the acts particularized in paragraphs PART 1:45-PART 1:4940-44 were unlawful acts intended to cause the plaintiff and the other Class Members economic loss and constituted unlawful interference with the economic interests of the Class Members and render the defendants liable to pay the resulting damages.

~~59.66.~~ In the alternative, the plaintiff waives the tort and pleads that the plaintiff and the other Class Members are entitled to recover damages under restitutionary principles.

~~60.67.~~ The defendants have each been unjustly enriched by the receipt of the Overcharge on the sale of Cooling Compressors. The plaintiff and other Class Members have suffered a deprivation in the amount of the Overcharge attributable to the sale of Cooling Compressors in British Columbia.

~~61.68.~~ Since the Overcharge received by the defendants and the Former Defendants from the plaintiff and each Class Member resulted from the defendants' and the Former Defendants' wrongful or unlawful acts, there is and can be no juridical reason justifying the defendants' retaining any part of the Overcharge.

~~62.~~ ~~The defendants are constituted as constructive trustees in favour of the Class Members for all of the Overcharge from the sale of Cooling Compressors, among other reasons:~~

- ~~(a) — the defendants were unjustly enriched by receipt of the Overcharge;~~
- ~~(b) — the Class Members suffered a deprivation because of the Overcharge;~~
- ~~(c) — the defendants engaged in inappropriate conduct and committed a wrongful act in conspiring to fix the price of Cooling Compressors and allocate market share and volume of Cooling Compressors;~~
- ~~(d) — the Overcharge was acquired in such circumstances that the defendants may not in good conscience retain it;~~
- ~~(e) — justice and good conscience require the imposition of a constructive trust;~~
- ~~(f) — the integrity of the marketplace would be undermined if the court did not impose a constructive trust; and~~
- ~~(g) — there are no factors that would, in respect of the Overcharge, render the imposition of a constructive trust unjust.~~

~~63.69.~~ The plaintiff pleads that equity and good conscience requires the defendants to make restitution to hold in trust for the plaintiff and the other Class Members for all of the Overcharge from the sale of Cooling Compressors and to disgorge this Overcharge to the plaintiff and the other Class Members.

Plaintiff's address for service:

CAMP FIORANTE MATTHEWS
#400 – 856 Homer Street
Vancouver, BC V6B 2W5

Tel: (604) 689-7555
Fax: (604) 689-7554
E-mail:service@cfmlawyers.ca

Defendants' address for service:

TO:

Tecumseh Products of Canada Limited
185 Asland Avenue
London, ON N5W 4E1

AND TO:

Tecumseh Products Co.
1136 Oak Valley Drive
Ann Arbor, Michigan
United States 48108

AND TO:

Tecumseh Compressor Company
1136 Oak Valley Drive
Ann Arbor, Michigan
United States 48108-9624

AND TO:

Danfoss A/S
Nodborgvej 81
6430 Nordborg
Denmark

AND TO:

Danfoss Flensburg GmbH
Mads-Clausen-Strasse 7
24939 Flensburg
Germany

AND TO:

Danfoss, Inc.
7941 Corporate Drive
Baltimore, Maryland
United States 21236

AND TO:

Danfoss Commercial Compressors Ltd.
1775 Macleod Drive
Lawrenceville, Georgia
United States 30043

AND TO:

Danfoss Turbocor Compressors, Inc.
1769 E. Paul Dirac Drive
Tallahassee, Florida
United States 32310

AND TO:

Danfoss Scroll Technologies, LLC
1 Scroll Drive
Arkadelphia, Arkansas
United States 71923

AND TO:

Danfoss Compressor, LLC
1 Scroll Drive
Arkadelphia, Arkansas
United States 71923

~~AND TO:~~

~~ACC USA LLC
113 Jetplex Circle, Suite 81
Madison, Alabama
United States 35758~~

~~AND TO:~~

~~Appliances Components Companies S.p.A.
Viale Lino Zanussi
11-33170
Pordenone Italy 113
Jetplex Circle, Suite B1~~

AND TO:

Panasonic Corporation
1006, Oaza Kadoma,
Kadoma-shi, Osaka 571-8501
Japan

AND TO:

Panasonic Canada Inc.
5770 Ambler Drive
Mississauga, Ontario
L4W 2T3

AND TO:

Whirlpool Canada LP
1901 Minnesota Court
Mississauga, Ontario
L5N 3A7

AND TO:

Embraco North America
2800 Vista Ridge Drive NE
Suwanee, Georgia
United States 30024-3510

AND TO:

Whirlpool Corporation
Whirlpool Center
2000 North M-63
Benton Harbor, Michigan
United States 49022-2692

Place of trial: Vancouver Law Courts

The address of the registry is: 800 Smithe Street, Vancouver, B.C. V6Z 2E1

Date: October 15, 2010

Signature of lawyer for plaintiff
J.J. Camp, Q.C.

**ENDORSEMENT ON ORIGINATING PLEADING OR PETITION FOR SERVICE
OUTSIDE BRITISH COLUMBIA**

There is a real and substantial connection between British Columbia and the facts alleged in this proceeding and the plaintiff and other Class Members plead and rely upon the *Court Jurisdiction and Proceedings Transfer Act* RSBC 2003 Ch. 28 (the “*CJPTA*”) in respect of these defendants. Without limiting the foregoing, a real and substantial connection between British Columbia and the facts alleged in this proceeding exists pursuant to ss.10 (f) – (i) *CJPTA* because this proceeding:

- (f) concerns restitutionary obligations that, to a substantial extent, arose in British Columbia;
- (g) concerns a tort committed in British Columbia;
- (h) concerns a business carried on in British Columbia; and
- (i) is a claim for an injunction ordering a party to do or refrain from doing anything in British Columbia.

Rule 7-1 (1) of the Supreme Court Civil Rules states:

- (1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,
 - (a) prepare a list of documents in Form 22 that lists
 - (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and
 - (ii) all other documents to which the party intends to refer at trial, and
 - (b) serve the list on all parties of record.

APPENDIX

PART 1: CONCISE SUMMARY OF NATURE OF CLAIM:

This proposed class action claim involves allegations of a price fixing conspiracy by manufacturers of optical disc drives and products containing optical disc drives causing harm to purchasers of such products in British Columbia.

PART 2: THIS CLAIM ARISES FROM THE FOLLOWING:

A personal injury arising out of:

- a motor vehicle accident
- medical malpractice
- another cause

A dispute concerning:

- contaminated sites
- construction defects
- real property (real estate)
- personal property

- the provision of goods or services or other general commercial matters
- investment losses
- the lending of money
- an employment relationship
- a will or other issues concerning the probate of an estate
- a matter not listed here

PART 3: THIS CLAIM INVOLVES:

- a class action
- maritime law
- aboriginal law
- constitutional law
- conflict of laws
- none of the above
- do not know

PART 4:

1. *Class Proceedings Act*, R.S.B.C., 1996 c. 50
2. *Competition Act*, R.S. 1985, c. 19, (2nd Supp.)

SCHEDULE "B3"
COUR SUPÉRIEURE
(Recours collectif)

C A N A D A
PROVINCE DE QUÉBEC
DISTRICT DE QUÉBEC

N^o. : 200-06-000127-103

DATE : • mars 2015

EN PRÉSENCE DE : L'HONORABLE •, J.C.S.

ÉMILIEN CHASSÉ

Requérant

c.

ACC USA LLC & ALS.

Intimées

JUGEMENT

- [1] **ATTENDU** que les parties sont impliquées dans un litige de la nature d'un recours collectif;
- [2] **VU** la requête pour obtenir la permission d'amender la requête pour obtenir l'autorisation d'exercer un recours collectif et pour obtenir l'autorisation de diffuser un avis d'audition;

- [3] **VU** que les Intimées qui règlent *Settling Defendants* consentent à la requête;
- [4] **CONSIDÉRANT** les éléments de preuve produits au soutien de ladite requête, notamment :
- 1) l'Entente Danfoss;
 - 2) l'affidavit du requérant, M. Émilien Chassé, souscrit le * 2015;
 - 3) l'affidavit de Me • souscrit le * février 2015; et
 - 4) les pièces R-•à R-•;
- [5] **VU** les déclarations des procureurs des parties et les représentations faites de part et d'autres;
- [6] **VU** l'article 1025 du *Code de procédure civile*;
- [7] **VU** que les intimées qui ne règlent pas s'en rapportent à la justice;
- [8] **APRÈS EXAMEN**, il y a lieu de faire droit à la requête de la requérante;

PAR CES MOTIFS, LE TRIBUNAL :

- [9] **AUTORISE** l'amendement de la requête pour obtenir l'autorisation d'exercer un recours collectif et pour obtenir le statut de représentante afin d'y ajouter à titre d'intimée *Danfoss Flensburg GmbH* (ci-après *Danfoss*);
- [10] **ACCUEILLE** la présente requête;
- [11] **APPROUVE** la version détaillée de l'Avis essentiellement en la forme de l'avis joint à l'annexe « A » du jugement;
- [12] **APPROUVE** la version abrégée de l'Avis essentiellement en la forme de l'avis joint à l'annexe « B » du jugement;
- [13] **DÉCLARE** que les parties pourront apporter aux Avis toutes les corrections de forme qui pourront être nécessaires ou opportunes, avant la publication, sans qu'il soit nécessaire d'obtenir une permission de cette Cour;
- [14] **APPROUVE** le Plan de Publication des Avis essentiellement en la forme du plan joint à l'annexe « C » et **ORDONNE** que les Avis soient diffusés en conformité avec le Plan de Publication des Avis, les Ententes et les conditions du jugement ;
- [15] **DÉCLARE** que les membres du Groupe du règlement du Québec pourront s'opposer à l'Entente Danfoss en déposant une opposition écrite;
- [16] **ORDONNE** que la date limite aux fins d'opposition soit le •^e jour précédant l'audition en approbation de l'Entente Danfoss, tel que fixée par ce jugement;

- [17] **ORDONNE** que toute opposition écrite soit transmise aux Procureurs du Groupe du Québec, tel qu'identifiés dans les Avis;
- [18] **ORDONNE** que nul ne soit admis à contester l'approbation des conditions de l'Entente Danfoss sauf en déposant et en signifiant une opposition écrite ou un Avis de Comparution (puis en comparaisant à l'audition sur approbation de l'Entente Danfoss), en conformité avec les dispositions du jugement et de l'Entente Danfoss. Tout membre du Groupe du règlement du Québec qui ne présente pas en temps opportun une opposition écrite en conformité avec toutes les procédures énoncées dans ce jugement, dans les Avis et dans l'Entente Danfoss sera réputé avoir renoncé à toute opposition, et sera donc lié par tous les jugements, ordonnances et procédures dans la présente affaire, qui feront échec à toute poursuite ou litige actuelle ou future;
- [19] **FIXE** pour audition à une date après le •, au Palais de Justice de Québec, situé au 300, boulevard Jean-Lesage, Québec, Québec, une audition pour l'approbation de l'Entente Danfoss;
- [20] **LE TOUT**, sans frais.

•, J.C.S.

Me Simon Hébert
Bouchard, Pagé, Tremblay, s.E.N.C.
Procureurs du Requéant (casier 100)

ANNEXE A

Voir l' « AVIS DÉTAILLÉ » aux • pages suivantes

ANNEXE B

Voir l' « AVIS ABRÉGÉ » aux 2 pages suivantes

ANNEXE C

Voir le« PLAN DE PUBLICATION DES AVIS» à la page suivante

SCHEDULE "C1"

Court File No. 61559CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

The Honourable Madam) , the day
)
Justice Leitch) of , 2015

B E T W E E N :

1355741 ONTARIO INC. operating as ZERO ZONE MECHANICAL
and SUZANNE ZEHR

Plaintiff

- and -

TECUMSEH PRODUCTS OF CANADA LIMITED; TECUMSEH PRODUCTS CO.;
TECUMSEH COMPRESSOR COMPANY; DANFOSS A/S; DANFOSS FLENSBURG
GMBH; DANFOSS, INC.; DANFOSS COMMERCIAL COMPRESSORS LTD.; DANFOSS
SCROLL TECHNOLOGIES, LLC.; DANFOSS TURBOCOR COMPRESSORS, INC.;
DANFOSS COMPRESSOR, LLC; PANASONIC CORPORATION; PANASONIC CANADA
INC.; WHIRLPOOL CANADA LP; EMBRACO NORTH AMERICA; and WHIRLPOOL
CORPORATION

Defendants

Proceeding under the *Class Proceedings Act, 1992*

ORDER

THIS MOTION made by the Plaintiff for an Order certifying this proceeding as a class proceeding for settlement purposes as against Danfoss Flensburg GmbH (the "Settling Defendant") and approving the settlement agreement entered into with the Settling Defendant and dismissing this action as against the Settling Defendant and certain additional parties, was heard this day at the Court House, 80 Dundas Street, London, Ontario.

AND ON READING the materials filed, including the Settlement Agreement dated ●, 2015 attached to this Order as Schedule "A" (the "Settlement Agreement"), and on hearing the submissions of counsel for the Plaintiffs, counsel for the Settling Defendant and counsel for the Non-Settling Defendants in the Ontario Action;

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

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

1. **THIS COURT ORDERS** that, in addition to the definitions used elsewhere in this Order, for the purposes of this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.
2. **THIS COURT ORDERS** that in the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail.
3. **THIS COURT ORDERS** that this Order, including the Settlement Agreement, is binding upon each member of the Ontario Settlement Class including those Persons who are minors or mentally incapable and the requirements of Rules 7.04(1) and 7.08(4) of the *Rules of Civil Procedure* are dispensed with in respect of the Ontario Action.
4. **THIS COURT ORDERS** that the Ontario Action is certified as a class proceeding as against the Settling Defendant for settlement purposes only.
5. **THIS COURT ORDERS** that the “Ontario Settlement Class” is certified as follows:

All Persons in Canada who purchased Cooling Compressor Products in Canada during the Class Period, except the Excluded Persons and persons who are included in the Quebec Settlement Class or the BC Settlement Class.
6. **THIS COURT ORDERS** that 1355741 Ontario Inc. operating as Zero Zone Mechanical and Suzanne Zehr are appointed as the representative plaintiffs for the Ontario Settlement Class.
7. **THIS COURT ORDERS** that the following issue is common to the Ontario Settlement Class:

Did the Settling Defendant conspire to fix, raise, maintain or stabilize the prices of, or allocate markets and customers for, Cooling Compressors directly or indirectly in Canada during the

Class Period? If so, what damages, if any, did Settlement Class Members suffer?

8. **THIS COURT ORDERS** that paragraphs 4 to 7 of this Order, the certification of this action against Danfoss Flensburg GmbH for settlement purposes and the definitions of the Ontario Settlement Class, Class Period and Common Issue are without prejudice to any position a Non-Settling Defendant may take in this action, including the issue of whether this action should be certified as a class proceeding. No person may rely, cite or refer to the certification of this action against Danfoss Flensburg GmbH or any reasons given by the Court in relation thereto as authority against any of the Non-Settling Defendants in this or any other proceeding. For greater certainty, paragraphs 4 to 7 of this Order, any reasons given by the Court in relation thereto, and the certification of this action against Danfoss Flensburg GmbH for settlement purposes is not binding on and shall have no effect on this Court's ruling in this or any other proceedings as against the Non-Settling Defendants. Notwithstanding the provisions of this paragraph, the Non-Settling Defendants shall be fully bound by the terms of this order, including, without limitation, the releases contained in paragraphs 13-16 and the bar order protections in paragraphs 17-19 of this Order.
9. **THIS COURT ORDERS** that the Settlement Agreement is fair, reasonable and in the best interests of the Ontario Settlement Class.
10. **THIS COURT ORDERS** that the Settlement Agreement is hereby approved pursuant to s. 29 of the *Class Proceedings Act, 1992* and shall be implemented and enforced in accordance with its terms.
11. **THIS COURT ORDERS** that, upon the Effective Date, each member of the Ontario Settlement Class shall consent and shall be deemed to have consented to the dismissal as against the Releasees of any Other Actions he, she or it has commenced, without costs and with prejudice.
12. **THIS COURT ORDERS** that, upon the Effective Date, each Other Action commenced in Ontario by any member of the Ontario Settlement Class shall be and is hereby dismissed against the Releasees, without costs and with prejudice.

13. **THIS COURT ORDERS** that, upon the Effective Date, subject to paragraph 15, each Releasor has released and shall be conclusively deemed to have forever and absolutely released the Releasees from the Released Claims.
14. **THIS COURT ORDERS** that, upon the Effective Date, the Releasors shall not now or hereafter institute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other Person, any action, suit, cause of action, claim or demand against any Releasee, or any other Person who may claim contribution or indemnity or other claims over relief from any Releasee, in respect of any Released Claim except for the continuation of the Proceedings against the Non-Settling Defendants or unnamed alleged co-conspirators that are not Releasees or, if the Proceedings are not certified or authorized, the continuation of the claims asserted in the Proceedings on an individual basis or otherwise against any Non-Settling Defendant or unnamed co-conspirator that is not a Releasee.
15. **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.
16. **THIS COURT ORDERS** that, upon the Effective Date, each member of the Ontario Settlement Class who is resident in any province or territory where the release of one tortfeasor is a release of all tortfeasors covenants and undertakes not to make any claim in any way nor to threaten, commence, participate in or continue any proceeding in any jurisdiction against the Releasees in respect of or in relation to the Released Claims.
17. **THIS COURT ORDERS** that all claims for contribution, indemnity or other claims over, whether asserted, unasserted or asserted in a representative capacity, inclusive of interest, taxes and costs, relating to the Released Claims, which were or could have been brought in the Proceedings or otherwise by any Non-Settling Defendant or any other Person against a Releasee, or by a Releasee against any Non-Settling Defendant, excepting (i) a claim by a Releasee against any Person excluded in writing from the definition of Releasees; and (ii) a claim by a Releasee pursuant to a policy of insurance,

provided any such claim involves no right of subrogation against any Non-Settling Defendant, are barred, prohibited and enjoined in accordance with terms of this Order.

18. **THIS COURT ORDERS** that if this Court ultimately determines that there is a right of contribution and indemnity or other claim over, whether in equity or in law, by statute or otherwise:
 - (a) the Ontario Settlement Class Members shall not be entitled to claim or recover from the Non-Settling Defendants 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; and
 - (b) this Court shall have full authority to determine the Proportionate Liability of the Releasees at the trial or other disposition of the Ontario Action, whether or not the Releasees appear at the trial or other disposition of the Ontario Action, and the Proportionate Liability of the Releasees shall be determined as if the Releasees are parties to the Ontario Action and any determination by this Court in respect of the Proportionate Liability of the Releasees shall only apply in the Ontario Action and shall not be binding on the Releasees in any other proceeding.
19. **THIS COURT ORDERS** that if, in the absence of paragraphs 17 and 18 hereof, the Non-Settling Defendants would not have the right to make claims for contribution and indemnity or other claims over, whether in equity or in law, by statute or otherwise, from or against the Releasees, then nothing in this Order is intended to or shall limit, restrict or affect any arguments which the Non-Settling Defendants may make regarding the reduction of any assessment of damages, restitutionary award, disgorgement of profits or judgment against them in favour of members of the Ontario Settlement Class in the Ontario Action.
20. **THIS COURT ORDERS** that a Non-Settling Defendant may, on motion to this Court brought on at least ten (10) days' notice and to be determined as if the Releasees named as Defendants (but specifically excluding the Settling Defendant) were parties to the

Ontario Action, and not to be brought until the Ontario Action against the Non-Settling Defendants has been certified and all appeals or times to appeal have been exhausted, seek orders for the following:

- (a) documentary discovery and an affidavit of documents from the Releasees named as Defendants in the Ontario Action (but specifically excluding the Settling Defendant) in accordance with the *Rules of Civil Procedure*;
- (b) oral discovery of a representative of the Releasees named as Defendants in the Ontario Action (but specifically excluding the Settling Defendant) the transcript of which may be read in at trial;
- (c) leave to serve a request to admit on the Releasees named as Defendants in the Ontario Action (but specifically excluding the Settling Defendant) in respect of factual matters; and/or
- (d) the production of a representative of the Releasees named as Defendants in the Ontario Action (but specifically excluding the Settling Defendant) to testify at trial, with such witness to be subject to cross-examination by counsel for the Non-Settling Defendants.

- 21. **THIS COURT ORDERS** that the Settling Defendant retains all rights to oppose such motion(s) brought under paragraph 20.
- 22. **THIS COURT ORDERS** that a Non-Settling Defendant may serve the motion(s) referred to in paragraph 20 above on the Settling Defendant by service on counsel for the Settling Defendant in the Ontario Action.
- 23. **THIS COURT ORDERS** that for purposes of administration and enforcement of the Settlement Agreement and this Order, this Court will retain an ongoing supervisory role and the Settling Defendant acknowledges and attorns to the jurisdiction of this Court solely for the purpose of implementing, administering and enforcing the Settlement Agreement and this Order, and subject to the terms and conditions set out in the Settlement Agreement and this Order.

24. **THIS COURT ORDERS** that, except as provided herein, this Order does not affect any claims or causes of action that any members of the Ontario Settlement Class has or may have against the Non-Settling Defendants or named or unnamed co-conspirators who are not Releasees.
25. **THIS COURT ORDERS** that no Releasee shall have any responsibility or liability whatsoever relating to the administration of the Settlement Agreement.
26. **THIS COURT ORDERS** that the Settlement Amount shall be held in the Trust Account by Siskinds LLP for the benefit of Settlement Class Members.
27. **THIS COURT ORDERS** that any funds remaining in the Trust Account after payment of approved Administration Expenses and Class Counsel Fees shall be distributed to Settlement Class Members in accordance with the Distribution Protocol.
28. **THIS COURT ORDERS** that the approval of the Settlement Agreement is contingent upon approval by the BC Court and the Quebec Court, and the terms of this Order shall not be effective unless and until the Settlement Agreement is approved by the BC Court and the Quebec Court, and the BC Action has been dismissed with prejudice and without costs and the Quebec Action has been declared settled out of court as against the defendants in the relevant proceeding by the Courts. If such orders are not secured in Quebec and British Columbia, this Order shall be null and void and without prejudice to the rights of the Parties to proceed with the Ontario Action and any agreement between the parties incorporated in this Order shall be deemed in any subsequent proceedings to have been made without prejudice.
29. **THIS COURT ORDERS** that, in the event that the Settlement Agreement is terminated in accordance with its terms, this Order shall be declared null and void on subsequent motion made on notice.

30. **THIS COURT ORDERS** that the Ontario Action is hereby dismissed as against the Settling Defendant and the Releasees named as Defendants in the Ontario Action, without costs and with prejudice.

Date:

The Honourable Justice Leitch

SCHEDULE "C2"

No. S106877
Vancouver Registry

In the Supreme Court of British Columbia

Between:

DAMON GREEN

Plaintiff

and:

**TECUMSEH PRODUCTS OF CANADA LIMITED;
TECUMSEH PRODUCTS CO.; TECUMSEH
COMPRESSOR COMPANY; DANFOSS A/S; DANFOSS
FLENSBURG GMBH; DANFOSS, INC.; DANFOSS
COMMERCIAL COMPRESSORS LTD.; DANFOSS
SCROLL TECHNOLOGIES, LLC; DANFOSS
TURBOCOR COMPRESSORS, INC.; DANFOSS
COMPRESSOR, LLC; ACC USA LLC; APPLIANCES
COMPONENTS COMPANIES SP.A.; PANASONIC
CORPORATION, PANASONIC CANADA INC.;
WHIRLPOOL CANADA LP; EMBRACO NORTH
AMERICA; ANDAND WHIRLPOOL CORPORATION**

Defendants

BROUGHT UNDER THE *CLASS PROCEEDINGS ACT*, R.S.B.C. 1996, c. 50

ORDER MADE AFTER APPLICATION

BEFORE THE HONOURABLE
MADAM JUSTICE GROPPER

)
)
)

Day/Month/2015

ON THE APPLICATION of the Plaintiff, Damon Green coming on for hearing at the Courthouse, 800 Smithe Street, Vancouver, BC, on ●/●/ 2015 and on hearing [●insert names of counsel]

THIS COURT ORDERS that:

1. in addition to the definitions used elsewhere in this Order, for the purposes of this Order, the definitions set out in the Settlement Agreement between the plaintiff and the defendant Danfoss Flensburg GmbH dated ●, 2015, attached to this Order as Schedule “A”, apply to and are incorporated into this order;
2. in the event of a conflict between this Order and the Settlement Agreement, this order shall prevail;
3. this Order, including the Settlement Agreement, is binding upon each member of the BC Settlement Class including those Persons who are minors or mentally incapable and the requirements of Rule 20-2 of the *Supreme Court Civil Rules* are dispensed with in respect of the BC Action;
4. the BC Action is certified as a class proceeding as against the Settling Defendant for settlement purposes only
5. the “BC Settlement Class” is certified as follows:

All Persons in British Columbia who purchased Cooling Compressor Products in Canada during the Class Period, except the Excluded Persons;
6. Damon Green is appointed as the representative plaintiff for the BC Settlement Class;
7. the following issue is common to the BC Settlement Class:

Did the Settling Defendant conspire to fix, raise, maintain or stabilize the prices of, or allocate markets and customers for, Cooling Compressors directly or indirectly in Canada during the Class Period?
If so, what damages, if any, did Settlement Class suffer?;
8. paragraphs 4 to 7 of this Order, the certification of this action against Danfoss Flensburg GmbH for settlement purposes and the definitions of the BC Settlement Class, Class Period and Common Issue are without prejudice to any position a Non-Settling Defendant may take in this action, including the issue of whether this action should be certified as a class proceeding. No person may rely, cite or refer to the certification of this action against

Danfoss Flensburg GmbH or any reasons given by the Court in relation thereto as authority against any of the Non-Settling Defendants in this or any other proceeding. For greater certainty, paragraphs 4 to 7 of this Order, any reasons given by the Court in relation thereto, and the certification of this action against Danfoss Flensburg GmbH for settlement purposes is not binding on and shall have no effect on this Court's ruling in this or any other proceedings as against the Non-Settling Defendants. Notwithstanding the provisions of this paragraph, the Non-Settling Defendants shall be fully bound by the terms of this order, including, without limitation, the releases contained in paragraphs 12-16 and the bar order protections in paragraphs 17-19 of this Order;

9. the Settlement Agreement is fair, reasonable and in the best interests of the BC Settlement Class;
10. the Settlement Agreement is hereby approved pursuant to s. 35 of the *Class Proceedings Act*, RSBC 1996 c. 50 and shall be implemented and enforced in accordance with its terms;
11. upon the Effective Date, each member of the BC Settlement Class shall consent and shall be deemed to have consented to the dismissal as against the Releasees of any Other Actions he, she or it has commenced, without costs and with prejudice;
12. upon the Effective Date, each Other Action commenced in British Columbia by any member of the BC Settlement Class shall be and is hereby dismissed against the Releasees, without costs and with prejudice;
13. the use of the terms "Releasors", "Releasees" and "Released Claims" in this order does not constitute a release of claims by the members of the BC Settlement Class;
14. upon the Effective Date, each member of the BC Settlement Class covenants and undertakes not to make any claim in any way nor to threaten, commence or continue any proceeding in any jurisdiction against the Releasees in respect of or in relation to the Released Claims;
15. upon the Effective Date, the Releasors shall not now or hereafter institute, continue, maintain or assert, either directly or indirectly, whether in British Columbia or elsewhere, on their own behalf or on behalf of any class or any other Person, any action, suit, cause of action,

claim or demand against any Releasee, or any other Person who may claim contribution or indemnity or other claims over relief from any Releasee, in respect of any Released Claim except for the continuation of the Proceedings against the Non-Settling Defendants or unnamed alleged co-conspirators that are not Releasees or, if the Proceedings are not certified or authorized, the continuation of the claims asserted in the Proceedings on an individual basis or otherwise against any Non-Settling Defendant or unnamed co-conspirator that is not a Releasee;

16. upon the Effective Date, the Releasees have released and shall be conclusively deemed to have forever and absolutely released each other from any and all claims for contribution or indemnity with respect to the Released Claims;
17. all claims for contribution, indemnity or other claims over, whether asserted, unasserted or asserted in a representative capacity, inclusive of interest, taxes and costs, relating to the Released Claims, which were or could have been brought in the Proceedings or otherwise by any Non-Settling Defendant or any other Person against a Releasee, or by a Releasee against any Non-Settling Defendant, excepting (i) a claim by a Releasee against any Person excluded in writing from the definition of Releasees; and (ii) a claim by a Releasee pursuant to a policy of insurance, provided any such claim involves no right of subrogation against any Non-Settling Defendant, are barred, prohibited and enjoined in accordance with terms of this Order;
18. if this Court ultimately determines that there is a right of contribution and indemnity or other claim over, whether in equity or in law, by statute or otherwise:
 - (a) the BC Settlement Class Members shall not be entitled to claim or recover from the Non-Settling Defendants 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; and

- (b) this Court shall have full authority to determine the Proportionate Liability of the Releasees at the trial or other disposition of the BC Action, 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 BC Action and any determination by this Court in respect of the Proportionate Liability of the Releasees shall only apply in the BC Action and shall not be binding on the Releasees in any other proceeding;
- 19. if, in the absence of paragraphs 17 and 18 hereof, the Non-Settling Defendants would not have the right to make claims for contribution and indemnity or other claims over, whether in equity or in law, by statute or otherwise, from or against the Releasees, then nothing in this order is intended to or shall limit, restrict or affect any arguments which the Non-Settling Defendants may make regarding the reduction of any assessment of damages, restitutionary award, disgorgement of profits or judgment against them in favour of members of the BC Settlement Class in the BC Action;
- 20. a Non-Settling Defendant may, on motion to this Court brought on at least ten (10) days' notice and to be determined as if the Releasees named as Defendants (but specifically excluding the Settling Defendant) were parties to the BC Action, and not to be brought until the BC Action against the Non-Settling Defendants has been certified and all appeals or times to appeal have been exhausted, seek orders for the following:
 - (a) documentary discovery and a list of documents from the Releasees named as defendants in the BC Action (but specifically excluding the Settling Defendant) in accordance with the *Supreme Court Civil Rules*;
 - (b) oral discovery of a representative of the Releasees named as defendants in the BC Action (but specifically excluding the Settling Defendant) the transcript of which may be read in at trial;
 - (c) leave to serve a notice to admit on the Releasees named as defendants in the BC Action (but specifically excluding the Settling Defendant) in respect of factual matters; and/or

- (d) the production of a representative of the Releasees named as defendants in the BC Action (but specifically excluding the Settling Defendant) to testify at trial, with such witness to be subject to cross-examination by counsel for the Non-Settling Defendants;
- 21. the Settling Defendant retains all rights to oppose such motion(s) brought under paragraph 20;
- 22. a Non-Settling Defendant may serve the motion(s) referred to in paragraph 20 above on the Settling Defendant by service on counsel for the Settling Defendant in the BC Action;
- 23. for purposes of administration and enforcement of the Settlement Agreement and this order, this Court will retain an ongoing supervisory role and the Settling Defendant acknowledges and attorns to the jurisdiction of this Court solely for the purpose of implementing, administering and enforcing the Settlement Agreement and this Order, and subject to the terms and conditions set out in the Settlement Agreement and this Order;
- 24. except as provided herein, this order does not affect any claims or causes of action that any members of the Ontario Settlement Class has or may have against the Non-Settling Defendants or named or unnamed co-conspirators who are not Releasees;
- 25. no Releasee shall have any responsibility or liability whatsoever relating to the administration of the Settlement Agreement;
- 26. the Settlement Amount shall be held in the Trust Account by Siskinds LLP for the benefit of Settlement Class Members;
- 27. any funds remaining in the Trust Account after payment of approved Administration Expenses, Class Counsel Fees and Class Counsel Disbursements shall be distributed to Settlement Class Members in accordance with the Distribution Protocol;
- 28. the approval of the Settlement Agreement is contingent upon approval by the Ontario Court and the Quebec Court, and the terms of this order shall not be effective unless and until the Settlement Agreement is approved by the Ontario Court and the Quebec Court, and the Ontario Action has been dismissed with prejudice and without costs and the Quebec Action

has been declared settled out of court as against the defendants in the relevant proceeding by the Courts;

29. if the orders provided for in paragraph 28 are not secured in Quebec and Ontario, this Order shall be null and void and without prejudice to the rights of the Parties to proceed with the BC Action and any agreement between the parties incorporated in this order shall be deemed in any subsequent proceedings to have been made without prejudice;
30. in the event that the Settlement Agreement is terminated in accordance with its terms, this order shall be declared null and void on subsequent motion made on notice;
31. the BC Action is hereby dismissed as against the Settling Defendant and the Releasees named as defendants in the BC Action, without costs and with prejudice; and
32. endorsement of this Order by the Non-Settling Defendants is dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

David G.A. Jones
Counsel for the plaintiff

Christopher P. Naudie
Counsel for the defendants Danfoss A/S,
Danfoss Flensburg GmbH, Danfoss, Inc.,
Danfoss Commercial Compressors Ltd.,
Danfoss Scroll Technologies, LLC, Danfoss
Turbocor Compressors, Inc., and Danfoss
Compressor, LLC.

By the Court

Registrar

SCHEDULE "C3"
COUR SUPÉRIEURE
(Recours collectif)

C A N A D A
PROVINCE DE QUÉBEC
DISTRICT DE QUÉBEC

N^o : 200-06-000127-103

DATE : • mars 2015

EN PRÉSENCE DE : L'HONORABLE •, J.C.S.

ÉMILIE CHASSÉ

Requérant

c.

ACC USA LLC & ALS.

Intimées

JUGEMENT

- [1] Le requérant Émilien Chassé (le « Requérant ») requiert l'approbation de l'entente intervenue avec l'intimée Danfoss Flensburg GmbH (« l'intimée qui règle/Settling défendant »).

- [2] **CONSIDÉRANT** la requête présentée ce jour par le Requéant en vue d'obtenir un jugement autorisant l'exercice d'un recours collectif seulement contre l'Intimée qui règle/*Settling Defendant* et pour les seules fins de l'Entente Danfoss et approuvant l'Entente Danfoss;
- [3] **CONSIDÉRANT** les éléments de preuve produits au soutien de ladite requête, notamment :
- (a) L'Entente Danfoss produit au dossier sous la cote R-•;
 - (b) l'affidavit du Requéant;
 - (c) l'affidavit de Me •souscrit le •, et ses annexes « • » à « • »;
 - (d) les pièces produites au dossier de la Cour;
- [4] **VU** les représentations des procureurs du Groupe du Québec et les représentations des procureurs de Danfoss;
- [5] **VU** que les Intimées qui ne règlent pas s'en rapportent à la justice;
- [6] **VU** que la date limite pour s'exclure et pour s'opposer est expirée et que seules • objections et • demandes d'exclusions ont été valablement déposées;
- [7] **VU** l'article 1025 du *Code de procédure civile*;
- [8] **CONSIDÉRANT** que:
- (a) l'Entente Danfoss concerne des litiges en cours d'instance au Canada;
 - (b) le règlement proposé est conditionnel à ce que chacun des Tribunaux canadiens, tels que définis dans l'Entente, donnent leur approbation finale à l'Entente Danfoss;

POUR CES MOTIFS, LE TRIBUNAL :

- [9] **DÉCLARE** que les définitions figurant dans l'Entente Danfoss sont utilisées dans ce jugement et que, par conséquent, elles sont réputées en faire partie intégrante;
- [10] **AUTORISE** l'exercice du recours collectif seulement contre l'intimée *qui règle/Settling defendant* et aux seules fins de l'Entente *Danfoss*;
- [11] **ATTRIBUE** au requérant le statut de représentant aux fins d'exercer le recours collectif pour le compte du groupe ci-après décrit (le « Groupe du

règlement du Québec » ou le « Groupe »), et ce, aux seules fins de l'Entente *Danfoss* :

« Toute personne physique au Québec qui a acheté des Compresseurs réfrigérants au cours de la Période visée par le recours et toute personne morale de droit privé, toute société ou toute association, résidant au Québec, qui, entre le 1^{er} janvier 2004 et le 31 décembre 2008, avait sous son contrôle ou sa direction au plus cinquante (50) personnes liées à elle par contrat de travail, qui a acheté des Compresseurs réfrigérants au cours de la Période visée par le recours, à l'exception des Personnes Exclues. »

[12] **IDENTIFIE** aux fins de l'Entente *Danfoss*, la question commune dans ce recours comme étant la suivante :

Est-ce que l'Intimée qui règle/*Settling Defendant* a comploté pour fixer, augmenter, maintenir ou stabiliser le prix ou se répartir les parts de marché et la clientèle pour les Compresseurs réfrigérants, que ce soit directement ou indirectement, au Canada au cours de la Période visée par le recours/*Class Period*?

Le cas échéant, quels dommages, s'il en est, les membres du groupe ont-ils subis?

[13] **DÉCLARE** que l'Entente *Danfoss* est valable, équitable, raisonnable, dans le meilleur intérêt des membres du Groupe du règlement du Québec et constitue une transaction au sens de l'article 2631 du *Code civil du Québec*;

[14] **APPROUVE** l'Entente *Danfoss*, conformément à l'article 1025 du *Code de procédure civile* et **DÉCLARE** qu'elle doit être mise en œuvre selon ses termes, sous réserve des termes de ce jugement ainsi que des jugements rendus par les tribunaux de l'Ontario et de la Colombie-Britannique dans le cadre des affaires suivantes :

- *Damon Green v. Tecumseh Products of Canada Limited et als*, Cour suprême de Colombie-Britannique, registre de Vancouver, dossier numéro S106877; et

- *1355741 Ontario Inc. v. Tecumseh Products of Canada Limited et als*, Cour supérieure de justice de l'Ontario, dossier numéro 61559CP;

[15] **DÉCLARE** que l'Entente *Danfoss* qui est jointe à ce jugement dans son intégralité, y compris son préambule, ses définitions, ses appendices et addenda, fait partie intégrante de ce jugement, liant toutes les parties et tous les membres qui y sont décrits;

- [16] **ORDONNE** et **DÉCLARE** que ce jugement, y compris l'Entente Danfoss, lie chaque membre du Groupe du règlement du Québec qui ne se s'est pas valablement exclu du groupe;
- [17] **ORDONNE** et **DÉCLARE** que chaque Partie donnant quittance/*Releasor* qui ne se s'est pas valablement exclu du Groupe a donné quittance et est considérée avoir donné une quittance complète, générale et finale aux Parties quittancées/*Releasees* eu égard aux Réclamations quittancées/*Released Claims*;
- [18] **DÉCLARE** que chaque Partie donnant quittance/*Releasor* qui ne s'est pas valablement exclu du Groupe ne pourra directement ou indirectement, au Canada ou ailleurs, pour son propre compte ou pour le compte de tout groupe ou de toute autre personne intenter, continuer, maintenir ou faire valoir toute poursuite, action, cause d'action, réclamation ou demande contre l'une ou l'autre des Parties quittancées/*Releasees* en rapport avec les Réclamations quittancées *Released Claims* ou toute autre matière y étant reliée, à l'exception de la poursuite des procédures contre les intimées non parties à l'Entente Danfoss ou tout autre coconspirateur non désigné dans les procédures;
- [19] **ORDONNE** et **DÉCLARE** qu'à l'arrivée de la date d'entrée en vigueur/*Effective Date* que chaque Partie quittancée/*Releasees* aura donné quittance et sera réputée, de manière concluante, avoir donné quittance complète et pour toujours à chacune des autres parties quittancées/*Releasees* à l'égard de toutes les réclamations pour contribution et dédommagement eu égard aux Réclamations quittancées/*Released Claims*;
- [20] **DÉCLARE** que, par l'Entente Danfoss, le Requéran et les membres du Groupe du règlement du Québec renoncent expressément aux bénéfices de la solidarité envers les intimées qui ne participent pas à l'Entente Danfoss, eu égard aux faits et gestes de Danfoss;

- [21] **DÉCLARE** que le Requéant et les membres du Groupe du règlement du Québec ne pourront dorénavant réclamer et obtenir que les dommages, y incluant les dommages punitifs, attribuables aux ventes et agissements des intimées qui ne participent pas à l'Entente Danfoss;
- [22] **DÉCLARE** que tout recours en garantie ou autre mise en cause pour obtenir une contribution ou une indemnité de Danfoss, ou se rapportant aux Réclamations quittancées/*Released Claims* est irrecevable et non avenu dans le cadre des procédures;
- [23] **DÉCLARE** que les droits des intimées non parties à l'Entente Danfoss d'interroger l'intimée Danfoss seront régis par les règles du *Code de procédure civile*;
- [24] **DÉCLARE** que les intimées non parties à l'Entente Danfoss pourront valablement signifier toute procédure pouvant être requise pour faire valoir les droits aux paragraphes qui précèdent à Danfoss en signifiant telle procédure au procureur *ad litem* de cette partie, comme il est identifié dans ce jugement;
- [25] **DÉCLARE** que cette cour conservera un rôle de surveillance continue, aux fins d'exécution de ce jugement et **CONSTATE** que les intimées parties à l'Entente Danfoss reconnaissent la compétence de cette Cour à ces fins;
- [26] **ORDONNE** que toute somme composant le Fonds de l'Entente/*Settlement Amount* soit détenue en fidéicommiss par les procureurs du groupe de l'Ontario au bénéfice du groupe partie à l'Entente Danfoss, jusqu'à ce qu'un jugement soit rendu par cette cour, à la suite de la présentation d'une requête présentée à cet effet, après avoir été signifiée aux intimées;
- [27] **DÉCLARE** que les parties quittancées/*Releasees* n'ont aucune responsabilité ni implication quant à l'administration de l'Entente Danfoss y compris dans la gestion, le placement ou la distribution de la somme composant le Fonds de l'Entente/*Settlement Amount*;
- [28] **DÉCLARE** que rien dans ce jugement ne peut lier les intimées qui ne sont pas parties à l'Entente Danfoss ni avoir effet de chose jugée à leur égard ou autrement affecter leurs droits, incluant leurs droits de contester au fond l'application des critères de l'article 1003 du *Code de procédure civile du Québec*;

[29] **SANS FRAIS.**

•, J.C.S.

Me Simon Hébert
Bouchard, Pagé, Tremblay, s.E.N.C.

Procureurs du requérant (casier 15)

Me Élisabeth Meloche
Me Sylvain Lussier
Osler, Hoskin & Harcourt LLP
1000, rue de la Gauchetière Ouest, # 2100
Montréal (Québec) H3B 4W5

Procureurs des intimées Danfoss inc., Danfoss Commercial Compressors Ltd,
Danfoss TurboCor Compressors inc., Danfoss Scroll Technologies LLC et
Danfoss Compressor LLC ;

•
Davies Ward Phillips & Vineberg LLP
1501, McGill College Avenue, 26th Floor
Montréal (Québec) H3A 3N9

Procureurs des intimées Embraco North America inc., Whirlpool Canada LP et
Whirlpool Corporation ;

Me Chantal Chatelain
Langlois, Kronström, Desjardins
1002, rue Sherbrooke Ouest, 28^e étage
Montréal (Québec) H3A 3L6

Procureurs des intimées Panasonic Canada inc. et Panasonic Corporation;

Me Éric Christian Lefebvre
Norton, Rose, Fulbright Canada
1, Place Ville-Marie, # 2500
Montréal (Québec) H3B 1R1

Procureurs des intimées Tecumseh Products of Canada Ltd et Tecumseh Products Co.