



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

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**ORDER MADE AFTER APPLICATION**

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BEFORE THE HONOURABLE MADAM JUSTICE GROPPER )  
 ) 07/Dec/2012  
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ON THE APPLICATION of the Plaintiff, Damon Green coming on for hearing at the Courthouse, 800 Smithe Street, Vancouver, BC, on 07/Dec/2012 and on hearing David G.A. Jones and Julie R. Facchin, counsel for the Plaintiff, Gary Fraser, counsel for the Defendants ACC USA LLC and Appliances Components Companies Sp.A., Christopher Naudie, counsel for the Defendants Danfoss Inc., Danfoss Commercial Compressors Ltd., Danfoss Turbocor, Danfoss Compressor LLC, Danfoss Scroll and Danfoss A/S, Emrys C. Davis, counsel for the Defendants Panasonic Canada Inc. and Panasonic Corporation, Chantelle Spagnola, counsel for the Defendants Whirlpool Canada LP, Embraco North America, Inc. and Whirlpool Corporation and Robert Blair,

counsel for the Defendants Tecumseh Products of Canada Limited, Tecumseh Products Co. and Tecumseh Compressor Company;

THIS COURT ORDERS that:

1. except to the extent that they are modified by this Order, the definitions set out in the Canadian Cooling Compressors Class Action National Settlement Agreement made as of August 4, 2011 (the "ACC Settlement Agreement"), attached to this Order as Schedule "A", apply to and are incorporated into this Order;
2. the ACC Settlement Agreement is fair, reasonable and in the best interests of the BC Settlement Class;
3. the ACC Settlement Agreement is approved pursuant to s. 35 of the *Class Proceedings Act*, RSBC 1996 c. 50 and shall be implemented in accordance with its terms;
4. the ACC Settlement Agreement is incorporated by reference into and forms part of this Order;
5. in the event of a conflict between this Order and the ACC Settlement Agreement, this Order shall prevail;
6. the ACC Settlement Agreement is binding upon each member of the BC Settlement Class ("BC Settlement Class Member" and collectively "BC Settlement Class Members") including those persons who are minors or mentally incapable;
7. upon receipt of the Final Orders from the Ontario Court, the Quebec Court and this Court (the "Effective Date") each BC Settlement Class Member shall consent and shall be deemed to have consented to the dismissal as against the Releasees and all other Defendants of any Other Actions he, she or it has commenced, without costs and with prejudice;

8. upon the Effective Date, each Other Action commenced in British Columbia by an BC Settlement Class Member shall be and is hereby dismissed against the Releasees and all other Defendants, without costs and with prejudice;
9. the use of the terms "Releasors", "Releasees" and "Released Claims" in this Order does not constitute a release of claims by the BC Settlement Class members;
10. upon the Effective Date, each BC Settlement Class Member 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;
11. upon the Effective Date, each Releasor resident in British Columbia 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 from any Releasee in respect of any Released Claim or any matter related thereto, except for the continuation of the Proceedings against the Non-Settling Defendants or unnamed co-conspirators;
12. 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;
13. 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, by any Non-Settling Defendant or any other person or party, against a Releasee, or by a Releasee against any Non-Settling Defendant or any other person or party (excepting (i) a claim by a Releasee against any individual excluded in writing from the definition of Releasees; (ii) a

claim by a Releasee pursuant to a policy of insurance, provided any such claims involve no right of subrogation against any Non-Settling Defendant; and (iii) a claim by a person who has validly and timely opted-out of this action) are barred, prohibited and enjoined in accordance with the terms of this Order;

14. if this 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
  - (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 s.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 this 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 this action and any determination by this Court in respect of the Proportionate Liability of the Releasees shall only apply in this action and shall not be binding upon the Releasees in any other proceedings.
15. 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 this action;
16. subject to paragraph 17 hereof, a Non-Settling Defendant may, on motion to the Court brought on at least ten (10) days notice and determined as if the Settling Defendants are parties to this action, not to be brought unless and until the action

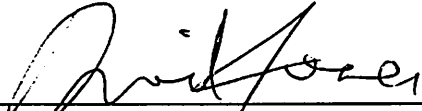
against the Non-Settling Defendants has been certified and all appeals or times to appeal have been exhausted, seek orders for the following:

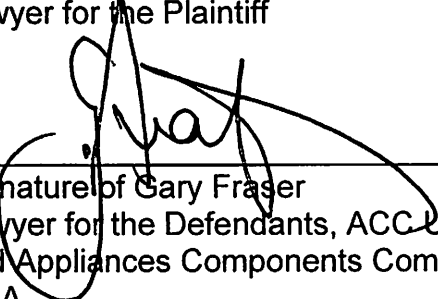
- (i) documentary discovery and a list of documents in accordance with the *Supreme Court Civil Rules* from the Settling Defendants;
  - (ii) oral discovery of a representative of the Settling Defendants, the transcripts of which may be read in at trial;
  - (iii) leave to serve a notice to admit on the Settling Defendants in respect of factual matters; and/or
  - (iv) the production of a representative of the Settling Defendants to testify at trial, with such witness to be subject to cross-examination by counsel for the Non-Settling Defendants.
17. the Settling Defendants retain all rights to oppose such motion(s) brought under paragraph 16. Notwithstanding any provision in this Order, on any motion brought pursuant to paragraph 16, the Court may make such Orders as to costs and other terms as it considers appropriate;
18. a Non-Settling Defendant may effect service of the motion(s) referred to in paragraph 16 on the Settling Defendants by service on counsel of record for the Settling Defendants in this action;
19. for purposes of administration and enforcement of this Order, this Court shall retain an ongoing supervisory role and the Settling Defendants acknowledge the jurisdiction of this Court and attorn to the jurisdiction of this Court for these purposes;
20. except as provided herein, the Order does not affect any claims or causes of action that any BC Settlement Class Member has or may have against the Non-Settling Defendants or unnamed co-conspirators in this action;


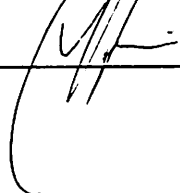
21. the Settlement Amount be held in trust by Siskinds LLP for the benefit of Class Members, and after the Effective Date has occurred, the Settlement Amount may be used to pay disbursements incurred for the benefit of the BC Settlement Class in the continued prosecution of the litigation against the Non-Settling Defendants;
22. this action be and is hereby dismissed against the Settling Defendants without costs and with prejudice;
23. this Order, including, without limiting the generality of the foregoing, the definition of the BC Settlement Class, is without prejudice to the right of the Non-Settling Defendants to contest any issue, allegations or claims made against them in this or any other proceeding, including, without limitation, certification of this or any other proceeding as against any of the Non-Settling Defendants on a contested basis and/or for settlement purposes, class definition, damages, restitutionary awards or disgorgement of profits, save and except for the issue of whether the ACC Settlement Agreement should be approved by the Ontario Court, this Court and the Quebec Court (the "ACC Settlement Approval Issue"). Except in respect of the ACC Settlement Approval Issue, no person may rely on, cite or refer to all or any part of this Order or to any reasons given by this Court in support of this Order as authority against any of the Non-Settling Defendants in this or any other proceeding. For greater certainty, the Court's reasons in support of this Order and the approval of the ACC Settlement Agreement are not binding on and shall have no effect on any ruling by this Court, in this or any proceeding, as against the Non-Settling Defendants; and

24. the endorsement of this Order by counsel for 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:

  
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Signature of David G.A. Jones  
Lawyer for the Plaintiff

  
\_\_\_\_\_  
Signature of Gary Fraser  
Lawyer for the Defendants, ACC USA LLC  
and Appliances Components Companies  
Sp.A.

By the Court   
\_\_\_\_\_  
Registrar 



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*In the Supreme Court of British Columbia*

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Plaintiff

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