

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

Made as of July 29, 2015

Between

1355741 ONTARIO INC. operating as ZERO ZONE MECHANICAL,
DAMON GREEN, AND EMILIEN CHASSE

(the “Plaintiffs”)

and

PANASONIC CORPORATION AND PANASONIC CANADA INC.

(the “Settling Defendants”)

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RECITALS

- A. WHEREAS the Proceedings were commenced by the Plaintiffs in British Columbia, Quebec and Ontario;
- B. WHEREAS the Proceedings allege that some or all of the Releasees participated in an unlawful conspiracy to fix, raise, maintain or stabilize the prices of, or allocate markets and customers for, Cooling Compressors, contrary to Part VI of the *Competition Act* and the common law and/or the civil law;
- C. WHEREAS the Settling Defendants and Releasees do not admit, through the execution of this Settlement Agreement, any unlawful conduct alleged in the Proceedings;
- D. WHEREAS the Plaintiffs, Class Counsel and the Settling Defendants agree that neither this Settlement Agreement nor any statement made in the negotiation thereof shall be deemed or construed to be an admission by or evidence against the Releasees or evidence of the truth of any of the Plaintiffs' allegations against the Releasees, which the Settling Defendants expressly deny;
- E. WHEREAS the Settling Defendants are 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 Releasees, or any of them, by the Plaintiffs in the Proceedings, and to avoid further expense, inconvenience and the distraction of burdensome and protracted litigation, and to avoid the risks and uncertainties associated with trials and appeals;
- F. WHEREAS the Settling Defendants do not hereby attorn to the jurisdiction of the Courts or any other court or tribunal in respect of any civil, criminal or administrative process except to the extent expressly provided in this Settlement Agreement with respect to the Proceedings;
- G. WHEREAS Counsel for the Settling Defendants and Class Counsel have engaged in arm's-length settlement discussions and negotiations, resulting in this Settlement Agreement with respect to the Proceedings;

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

I. 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 associated with 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;

J. WHEREAS the Parties therefore wish to, and hereby do, finally resolve on a national basis, without admission of liability, all of the Proceedings as against the Settling Defendants;

K. WHEREAS for the purposes of settlement only and contingent on approvals by the Courts as provided for in this Settlement Agreement, the Parties have consented to certification or authorization of the Proceedings as class proceedings and have consented to a Settlement Class and a Common Issue in each of the Proceedings; and

L. WHEREAS the Plaintiffs assert that they are adequate class representatives for the Settlement Classes and will seek to be appointed representative plaintiffs in their respective Proceedings;

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

NOW THEREFORE, in consideration of the covenants, agreements and releases set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the Parties that the Proceedings be settled as between the Parties, and that the Proceedings be dismissed with prejudice as to the Settling Defendants only, without costs as to the Plaintiffs, the classes they seek to represent or the Settling Defendants, subject to the approval of the Courts, on the following terms and conditions:

SECTION 1 - DEFINITIONS

For the purpose of this Settlement Agreement only, including the recitals and schedules hereto:

- (1) **Account** means an interest bearing trust account at a Canadian Schedule 1 bank in Ontario under the control of Siskinds LLP or the Claims Administrator, once appointed, for the benefit of the Settlement Class Members or the Settling Defendants, as provided for in this Settlement Agreement.
- (2) **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 claims administration but excluding Class Counsel Fees.
- (3) **BC Action** means the BC Action as defined in Schedule A.
- (4) **BC Counsel** means Camp Fiorante Matthews Mogerman.
- (5) **BC Court** means the Supreme Court of British Columbia.
- (6) **Claims Administrator** means the Person proposed by Class Counsel and appointed by the Courts to administer the Settlement Amount in accordance with the provisions of this Settlement Agreement and the Distribution Protocol, and any employees of such Person.
- (7) **Class Counsel** means Ontario Counsel, Quebec Counsel and BC Counsel.
- (8) **Class Counsel Fees** means the fees, disbursements, costs, interest, and/or charges of Class Counsel, and any GST, HST and other applicable taxes or charges thereon, including any amounts payable by Class Counsel or the Settlement Class Members to any other body or Person, including the Fonds d'aide aux recours collectif in Quebec, as a result of receipt of the Settlement Amount.
- (9) **Class Period** means January 1, 2004 to December 31, 2008.
- (10) **Common Issue** in each Proceeding means: Did the Settling Defendants 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?

(11) **Cooling Compressors** means hermetically sealed cooling compressors of less than one horsepower, excluding compressors used in air conditioners.

(12) **Cooling Compressor Products** means products containing Cooling Compressors.

(13) **Counsel for the Settling Defendants** means Bennett Jones LLP and, in the Quebec Action only, Langlois Kronström Desjardins LLP.

(14) **Courts** means the Ontario Court, the Quebec Court and the BC Court.

(15) **Date of Execution** means the date on the cover page as of which the Parties have executed this Settlement Agreement.

(16) **Defendants** means the entities named as defendants in any of the Proceedings as set out in Schedule A, and any Persons added as defendants in the Proceedings in the future. For greater certainty, Defendants includes the Settling Defendants.

(17) **Distribution Protocol** means the plan for distributing the Settlement Amount and accrued interest, in whole or in part, as approved by the Courts.

(18) **Effective Date** means the date when Final Orders have been received from all Courts approving this Settlement Agreement.

(19) **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.

(20) **Final Order** means a final judgment entered by a Court in respect of the certification or authorization of a Proceeding as a class proceeding and the approval of this Settlement Agreement once the time to appeal such judgment has expired without any appeal being taken, if an appeal lies and there is a Person with standing to appeal, or once there has been affirmation of the certification

or authorization of a Proceeding as a class proceeding and the approval of this Settlement Agreement upon a final disposition of all appeals.

(21) ***Non-Settling Defendant*** means any Defendant that is not a Settling Defendant or a Settled Defendant, 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 Date of Execution.

(22) ***Ontario Action*** means the Ontario Action as defined in Schedule A.

(23) ***Ontario Counsel*** means Siskinds LLP and Harrison Pensa LLP.

(24) ***Ontario Court*** means the Ontario Superior Court of Justice.

(25) ***Other Actions*** means actions or proceedings, other than the Proceedings, relating to Released Claims commenced by a Settlement Class Member either before or after the Effective Date.

(26) ***Parties*** means the Settling Defendants, the Plaintiffs, and, where necessary, the Settlement Class Members.

(27) ***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.

(28) ***Plaintiffs*** means the individuals and entities named as plaintiffs in the Proceedings as set out in Schedule A.

(29) ***Proceedings*** means the BC Action, the Quebec Action, and the Ontario Action as defined in Schedule A.

(30) ***Proportionate Liability*** means the proportion of any judgment that, had the Settling Defendants not settled, the Ontario Court or BC Court, as appropriate, would have apportioned to the Releasees.

(31) **Purchase Price** means the sale price paid by Settlement Class Members for Cooling Compressors purchased during the Class Period, less any rebates, delivery or shipping charges, taxes and any other form of discounts.

(32) **Quebec Action** means the Quebec Action as defined in Schedule A.

(33) **Quebec Counsel** means Bocharard Pagé Tremblay Avocats.

(34) **Quebec Court** means the Superior Court of Quebec.

(35) **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, 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 Cooling Compressors and 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, whether in Canada or elsewhere, as a result of or in connection with an alleged conspiracy or other anti-competitive conduct (whether that conduct occurred in Canada or elsewhere) in connection with the purchase, sale, pricing, discounting, marketing or distributing of Cooling Compressors and Cooling Compressor Products in Canada during the Class Period. However, nothing herein shall be construed to release any claims that are not related to the allegations made in the Proceedings, including any claims arising from any alleged product defect, breach of contract, or similar claim between the Parties or between the Settling Defendants and Settlement Class Members relating to Cooling Compressors and Cooling Compressor Products.

(36) **Releasees** means, jointly and severally, individually and collectively, the Settling Defendants and all of their present and former, direct and indirect, parents, subsidiaries, divisions, affiliates, partners, insurers, and all other Persons, partnerships or corporations with whom any of the former

have been, or are now, affiliated, and 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.

(37) **Releasors** means, jointly and severally, individually and collectively, the Plaintiffs and the Settlement Class Members and their respective parents, subsidiaries, affiliates, predecessors, successors, heirs, executors, administrators, insurers and assigns.

(38) **Settled Defendant** means Appliances Components Companies S.p.A. and ACC USA LLC.

(39) **Settlement Agreement** means this agreement, including the recitals and schedules.

(40) **Settlement Amount** means CDN \$2,350,000.

(41) **Settlement Class** means, in respect of each Proceeding, the settlement class defined in Schedule A.

(42) **Settlement Class Member** means a member of a Settlement Class.

(43) **Settling Defendants** means Panasonic Corporation and Panasonic Canada Inc.

(44) **U.S. Litigation** means the class action proceeding pending 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 includes all actions transferred by the Judicial Panel for Multidistrict Litigation for coordination, all actions pending such transfer, and all 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 effectuate this settlement and to secure the prompt, complete and final dismissal with prejudice of the BC Action and Ontario Action as against the Settling Defendants and a prompt, complete and final declaration of settlement out of court of the Quebec Action.

2.2 Motions for Approval

(1) The Plaintiffs shall bring motions before the Courts for orders approving the notices described in section 10, certifying or authorizing each of the Proceedings commenced in their respective jurisdictions as a class proceeding as against the Settling Defendants (for settlement purposes only), and approving this Settlement Agreement.

(2) The Ontario order certifying the Proceeding and approving the Settlement Agreement referred to in section 2.2(1) shall be substantially in the form attached hereto as Schedule B. The Quebec and British Columbia orders authorizing or certifying the Proceedings and approving the Settlement Agreement referred to in section 2.2(1) shall be agreed upon by the Parties and shall mirror the substance and, where possible, the form of the Ontario order.

(3) At or before the motions described in section 2.2(1), the Ontario Plaintiffs shall bring a motion for an order to amend the Ontario Second Fresh as Amended Statement of Claim to remove Servicerite Inc. as a plaintiff and add Suzanne Zehr as a plaintiff.

(4) This Settlement Agreement shall only become final on the Effective Date.

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

SECTION 3 - SETTLEMENT BENEFITS

3.1 Payment of Settlement Amount

(1) Within sixty (60) days of the Date of Execution, the Settling Defendants shall pay the Settlement Amount to Siskinds LLP for deposit into the Account. Apart from the single payment by the Settling Defendants of the Settlement Amount, the Releasees shall have no liability and no

obligation to pay any amount, for any reason, pursuant to or in furtherance of this Settlement Agreement or the Released Claims.

(2) Once a Claims Administrator has been appointed, Siskinds LLP shall transfer control of the Account to the Claims Administrator.

(3) Siskinds LLP and the Claims Administrator, as applicable, shall maintain the Account as provided for in this Settlement Agreement. Siskinds LLP and the Claims Administrator, as applicable, shall not pay out all or part of the monies in the Account, except in accordance with this Settlement Agreement, or in accordance with an order of the Courts obtained after notice to the Settling Defendants.

3.2 Taxes and Interest

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

(2) Subject to section 3.2(3), all taxes payable on any interest which accrues on the Settlement Amount in the Account or otherwise in relation to the Settlement Amount shall be the responsibility of the Settlement Classes. Class Counsel shall be solely responsible to fulfill all tax reporting and payment requirements arising from the Settlement Amount in the 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 by the Settlement Amount shall be paid from the Account.

(3) The Settling Defendants shall have no responsibility to make any tax filings relating to the Account and will have no responsibility to pay tax on any income earned by the Settlement Amount or pay any taxes on the monies in the Account, unless this Settlement Agreement is terminated, in which case the interest earned on the Settlement Amount in the Account shall be paid to the Settling Defendants who, in such case, shall be responsible for the payment of all taxes on such interest not previously paid.

3.3 Intervention in the U.S. Litigation

(1) The Releasees shall not oppose any application that may be brought by or on behalf of the Plaintiffs to intervene in the U.S. Litigation in order to gain access to discovery documents,

deposition transcripts, and other documents and information subject to a protective order that are relevant to the Proceedings. However it is understood and agreed that the Releasees have no obligation to bring or otherwise participate in or support such an application.

3.4 Cooperation

(1) Within thirty (30) days of a request in writing from Class Counsel to counsel for the Settling Defendants, such request not to be made until the Effective Date or February 1, 2016, whichever is later, or at a time mutually agreed upon by the Parties, the Settling Defendants agree to use reasonable efforts to provide to the Plaintiffs and Class Counsel:

- (a) an attorney proffer of information in the possession of the Settling Defendants relating to the allegations in the Proceedings including without limitation, information with respect to dates, locations, subject matter, and participants in meetings or discussions between competitors relating to the purchase, sale, pricing, discounting, marketing, or distributing of Cooling Compressors during the Class Period;
- (b) make reasonable best efforts to provide existing electronic transactional data for sales by the Settling Defendants of Cooling Compressors delivered in Canada, if any, during the Class Period, to the extent that such data has not previously been provided pursuant to section 11.2(1). The data shall be provided in Microsoft Excel format or such other format as agreed upon by the Parties. The Settling Defendants represent that they have electronic transactional data relating to sales of Cooling Compressors during the Class Period, which data includes Purchase Price information. Counsel for the Settling Defendants agree to be reasonably available as necessary to respond to Class Counsel's questions regarding the electronic transactional data produced by the Settling Defendants. If Counsel for the Settling Defendants are unable to provide an adequate response to Class Counsel's questions, the Settling Defendants shall make reasonable efforts to make an employee of the Settling Defendants reasonably available to Class Counsel to respond to Class Counsel's questions. The unavailability of an employee, the inability of the employee to respond to Class Counsel's questions, or the failure of the employee to agree to make him or herself

available to or otherwise cooperate with the Plaintiffs shall not constitute a breach or violation of this Settlement Agreement;

- (c) electronic copies of any documents (as defined in Rule 30.01 of the Ontario *Rules of Civil Procedure*) produced by the Settling Defendants in the U.S. Litigation and translations of those documents included in the productions, to the extent such translations exist, including any documents produced by the Settling Defendants pursuant to any settlement(s) entered into with the plaintiffs in the U.S. Litigation; and
- (d) to the extent not included in the documents produced pursuant to 3.4(1)(c), to provide electronic copies of any non-privileged documents produced by the Settling Defendants to a grand jury, the U.S. Department of Justice, or the Canadian Competition Bureau concerning the allegations in the Proceedings, excluding documents created for the purpose of being so provided.

(2) The obligation to provide documents pursuant to section 3.4(1) shall be a continuing obligation to the extent documents are identified following the initial productions but in no event shall the Settling Defendants be obliged to provide documents in addition to those listed in section 3.4(1).

(3) Subject to the rules of evidence and any other provisions of this Settlement Agreement, the Settling Defendants agree to use reasonable efforts, to the extent possible, to authenticate for use at trial, discovery, summary judgment motions, certification motions, and/or such other motion in the Proceeding, any of the documents or information provided by the Settling Defendants as cooperation pursuant to section 3.4 or any documents produced in the Proceedings by any other Defendant that originated from any of the Settling Defendants. The Plaintiffs will work to minimize any burden on the Settling Defendants pursuant to this section.

(4) Nothing in this Settlement Agreement shall be construed to require the Settling Defendants or any current or former officer, director or employee of the Settling Defendants to perform any act, including the transmittal or disclosure of any information, which would violate any federal, provincial, state, local privacy law, or any law of a foreign jurisdiction.

(5) Nothing in this Settlement Agreement shall require, or shall be construed to require, the Settling Defendants to disclose or produce any documents or information prepared by or for Counsel for the Settling Defendants, or 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, or any other privilege, or to disclose or produce any information or documents they obtained on a privileged or co-operative basis from any party to any action or proceeding who is not a Settling Defendant.

(6) 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 produced, such documents shall be promptly returned to the Settling Defendants and the documents and the information contained therein shall not be disclosed or used directly or indirectly, except with the express written permission of the Settling Defendants, and the production of such documents shall in no way be construed to have waived in any manner any privilege or protection attached to such documents.

(7) The Settling Defendants' obligations to cooperate as particularized in section 3.4 shall not be affected by the release provisions contained in section 6 of this Settlement Agreement. The Settling Defendants' obligations to cooperate shall cease at the date of final judgment in the Proceedings against all Defendants. In the event the Settling Defendants materially breach section 3.4, Class Counsel may move before the Courts to either enforce the terms of this Settlement Agreement, seek an order setting aside section 3.4(8) and allowing the Plaintiffs to obtain discovery or information from the Settling Defendants as if the Settling Defendants remained parties to the Proceedings, or seek such other remedy that is available at law.

(8) Subject to section 3.4(7) above, the provisions set forth in this section 3.4 are the exclusive means by which the Plaintiffs and Class Counsel may obtain discovery, information, or documents from the 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 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.

(9) A material factor influencing the Settling Defendants' decision to execute this Settlement Agreement is their desire to limit the burden and expense of this litigation. Accordingly, Class Counsel agree to exercise good faith in seeking cooperation from the Settling Defendants and to avoid seeking information that is unnecessary, cumulative or duplicative and agree otherwise to avoid imposing undue or unreasonable burden or expense on the Settling Defendants. In particular, Plaintiffs and Class Counsel agree not to require any cooperation under this section 3.4 unless the Plaintiffs have not settled with all Non-Settling Defendants or, if they have settled, any such settlement has not been approved by the Courts or has otherwise been terminated in accordance with its terms.

3.5 Limits on Use of Documents

(1) It is understood and agreed that all documents and information made available or provided by the Settling Defendants to the Plaintiffs and Class Counsel under this Settlement Agreement shall be used only in connection with the prosecution of the claims in the Proceedings, and shall not be used directly or indirectly for any other purpose, except to the extent that the documents or information are publicly available. The Plaintiffs and Class Counsel agree they will not disclose the documents and information provided by the Settling Defendants except (i) to experts, consultants, or third-party service providers retained by them in connection with the Proceedings who have agreed to comply with the provisions of this Settlement Agreement and any confidentiality orders issued pursuant to section 3.5(2), (ii) to the extent that the documents or information are publicly available, (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) If the Plaintiffs intend to produce for discovery or file with any Court in the Proceedings any documents or other information provided by the Settling Defendants as cooperation under the Settlement Agreement, Class Counsel shall provide the Settling Defendants with an advance description of the documents or other information sought to be produced or filed at least thirty (30) days in advance of the proposed production or filing, in order that the Settling Defendants may move to obtain a sealing or confidentiality order or similar relief. If the Settling Defendants so move, the

Plaintiffs and Class Counsel shall not oppose the Settling Defendants' motion. The Plaintiffs and Class Counsel shall not disclose the confidential information or documents until the Settling Defendants' motion has been decided and all applicable appeal periods have expired, except, so as not to delay prosecution of the Proceedings, Class Counsel may provide, on an interim basis, documents or information to counsel for the Non-Settling Defendants provided that counsel for the Non-Settling Defendants agree that they will keep the documents or information confidential and/or on an external-counsel only basis as appropriate until the Settling Defendants' motion has been decided and all applicable appeal periods have expired.

(3) 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 Settling Defendants as cooperation under this Settlement Agreement, Class Counsel shall notify the Settling Defendants of such application promptly upon becoming aware of it in order that the Settling Defendants 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 4 - DISTRIBUTION OF THE SETTLEMENT AMOUNT AND ACCRUED INTEREST

4.1 Distribution Protocol

(1) At a time wholly within the discretion of Class Counsel, but on notice to the Settling Defendants, Class Counsel will bring motions seeking orders from the Courts approving the Distribution Protocol. The motions can be brought before the Effective Date, but the orders approving the Distribution Protocol shall be conditional on the Effective Date occurring.

(2) The Distribution Protocol shall require Settlement Class Members seeking compensation to give credit for any compensation received through other proceedings or private out-of-class settlements, unless by such proceedings or private out-of-class settlements the Settlement Class Member's claim was released in its entirety, in which case the Settlement Class Member shall be deemed ineligible for any further compensation.

4.2 No Responsibility for Administration or Fees

(1) The Settling Defendants shall not have any responsibility, financial obligations or liability whatsoever with respect to the investment, distribution or administration of monies in the Account including, but not limited to, Administration Expenses and Class Counsel Fees.

SECTION 5 - TERMINATION OF SETTLEMENT AGREEMENT

5.1 Right of Termination

(1) In the event that:

- (a) any Court declines to certify or authorize the Settlement Class;
- (b) any Court declines to dismiss the Proceedings against the Settling Defendants;
- (c) any Court declines to approve this Settlement Agreement or any material part hereof;
- (d) any Court approves this Settlement Agreement in a materially modified form;
- (e) the Parties do not reach agreement on the form and content of any order required by this Settlement Agreement, or the agreed order is approved by a Court in a materially modified form; or
- (f) any orders approving this Settlement Agreement made by the Courts do not become Final Orders;

the Settling Defendants and the Plaintiffs shall have the right to terminate this Settlement Agreement by delivering a written notice pursuant to section 13.18, within thirty (30) days following the event described above. Except as provided for in section 5.4, if the Settling Defendants or the Plaintiffs exercise their right to terminate, the Settlement Agreement shall be null and void and have no further force or effect, shall not be binding on the Parties, and shall not be used as evidence or otherwise in any litigation.

(2) Any order, ruling or determination made by any Court with respect to Class Counsel Fees or the Distribution Protocol shall not be deemed to be a material modification of all, or a part, of this

Settlement Agreement and shall not provide any basis for the termination of this Settlement Agreement.

5.2 If Settlement Agreement is Terminated

(1) If this Settlement Agreement 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 action on the basis of this Settlement Agreement or to approve this Settlement Agreement, which has not been decided, shall proceed;
- (b) any order certifying or authorizing a Proceeding as a class action on the basis of the Settlement Agreement or approving this Settlement Agreement shall be set aside and declared null and void and of no force or effect, and anyone shall be estopped from asserting otherwise;
- (c) any prior certification or authorization of a Proceeding as a class proceeding, including the definitions of the Settlement Class and the Common Issue, shall be without prejudice to any position that any of the Parties may later take on any issue in the Proceedings or any other litigation; and
- (d) within ten (10) days of such termination having occurred, Class Counsel shall destroy all documents or other materials provided by the Settling Defendants or containing or reflecting information derived from such documents or other materials received from the Settling Defendants and, to the extent Class Counsel has disclosed any documents or information provided by the Settling Defendants to any other Person, shall recover and destroy such documents or information. Class Counsel shall provide the Settling Defendants with a written certification by Class Counsel of such destruction. Nothing contained in this section shall be construed to require Class Counsel to destroy any of their work product. However, any documents or information provided by or received from the Settling Defendants 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 Defendants. 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.

5.3 Allocation of Monies in the Account Following Termination

(1) If the Settlement Agreement is terminated, Ontario Counsel shall, within thirty (30) business days of the written notice advising that the Settlement Agreement has been terminated in accordance with its terms, return to the Settling Defendants all monies in the Account including interest, but less the costs of notice required by section 10 and translation required by section 13.12 if such costs have been incurred prior to termination.

5.4 Survival of Provisions After Termination

(1) If this Settlement Agreement is terminated or otherwise fails to take effect for any reason, the provisions of sections 3.2(3), 5.2, 5.3, 8.1, 8.2, and 11.2(5) and the definitions and schedules applicable thereto shall survive the termination and continue in full force and effect. The definitions and schedules shall survive only for the limited purpose of the interpretation of sections 3.2(3), 5.2, 5.3, 8.1, 8.2, and 11.2(5) 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 6 - RELEASES AND DISMISSALS

6.1 Release of Releasees

(1) Upon the Effective Date, subject to section 6.3, and in consideration of payment of the Settlement Amount and for other valuable consideration set forth in the Settlement Agreement, the Releasers forever and absolutely release the Releasees from the Released Claims.

6.2 Release by Releasees

(1) Upon the Effective Date, each Releasee forever and absolutely releases each of the other Releasees from any and all claims for contribution or indemnity with respect to the Released Claims.

6.3 Covenant Not To Sue

(1) Upon the Effective Date, notwithstanding section 6.1, for any Settlement Class Members resident in any province or territory where the release of one tortfeasor is a release of all other tortfeasors, the Releasors do not release the Releasees but instead covenant and undertake not to make any claim in any way or to threaten, commence, participate in, or continue any proceeding in any jurisdiction against the Releasees in respect of or in relation to the Released Claims.

6.4 No Further Claims

(1) 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.

6.5 Dismissal of the Proceedings

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

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

6.6 Dismissal of Other Actions

(1) Upon the Effective Date, each member of the Ontario Settlement Class and the 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.

6.7 Material Term

(1) The releases contemplated in this section 6 shall be considered a material term of the Settlement Agreement and the failure of any Court to approve the releases contemplated herein shall give rise to a right of termination pursuant to section 5.1 of the Settlement Agreement.

SECTION 7 - BAR ORDER, WAIVER OF SOLIDARITY ORDER, AND OTHER CLAIMS

7.1 Ontario and British Columbia Bar Order

(1) Bar orders shall be granted by the Ontario Court and the BC Court providing for the following:

- (a) all claims for contribution, indemnity or other claims over, whether asserted, unasserted or asserted in a representative capacity, inclusive of interest, taxes and costs, relating to the Released Claims, which were or could have been brought in the Proceedings or otherwise, by any Non-Settling Defendant, any named or unnamed co-conspirator that is not a Releasee or any other Person or party against a Releasee, or by a Releasee against any Non-Settling Defendant or any named or unnamed co-conspirator that is not a Releasee, are barred, prohibited and enjoined in accordance with the terms of this Section;

- (b) if, in the absence of the order contemplated in section 7.1(1)(a), the Ontario Court or BC Court, as applicable, 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 and BC Plaintiffs and Settlement Class Members shall not be entitled to claim or recover from the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee that portion of any damages (including punitive damages, if any), restitutionary award, disgorgement of profits, interest and costs (including investigative costs claimed pursuant to section 36 of the *Competition Act*) that corresponds to the Proportionate Liability of the Releasees proven at trial or otherwise;
 - (ii) the Ontario and BC Plaintiffs and Settlement Class Members shall limit their claims against the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee to include, and shall be entitled to recover from the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee, only such claims for damages (including punitive damages, if any), restitutionary award, disgorgement of profits, costs, and interest attributable to the aggregate of the several liability of the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee to the Ontario and BC Plaintiffs and Settlement Class Members, if any, and, for greater certainty, the Ontario and BC Settlement Class Members shall be entitled to claim and recover on a joint and several basis as between the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee, to the extent provided by law; and
 - (iii) the Ontario and BC Courts shall have full authority to determine the Proportionate Liability of the Releasees at the trial or other disposition of the relevant Proceeding, whether or not the Releasees remain in the relevant

Proceeding or appear at the trial or other disposition, and the Proportionate Liability of the Releasees shall be determined as if the Releasees are parties to the relevant Proceeding and any determination by the Court in respect of the Proportionate Liability of the Releasees shall only apply in the relevant Proceeding and shall not be binding on the Releasees in any other proceeding;

- (c) a Non-Settling Defendant may, on motion to the Ontario Court or the BC Court, as appropriate, determined as if the Settling Defendants remained party to the relevant Proceeding, and on at least ten (10) days notice to Counsel for the Settling Defendants, and not to be brought unless and until the relevant Proceeding 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 (list of documents in British Columbia) from the Settling Defendants in accordance with that Court's rules of procedure;
 - (ii) oral discovery of a representative of the Settling Defendants, the transcript of which may be read in at trial;
 - (iii) leave to serve a request to admit (notice to admit in British Columbia) on the Settling Defendants in respect of factual matters; and/or
 - (iv) the production of a representative of the Settling Defendants to testify at trial, with such witness to be subject to cross-examination by counsel for the Non-Settling Defendants.
- (d) The Settling Defendants retain all rights to oppose any motion brought pursuant to Section 7.1(1)(c), including any such motion brought at trial seeking an order requiring the Settling Defendants to produce a representative to testify at trial. Moreover, nothing herein restricts the Settling Defendants from seeking a protective order to maintain confidentiality and protection of proprietary information in respect

of documents to be produced and/or for information obtained from discovery in accordance with Section 7.1(1)(c);

- (e) on any motion brought pursuant to Section 7.1(1)(c), the Court may make such Orders as to costs and other terms as it considers appropriate;
- (f) 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 Defendants to the Plaintiffs and Class Counsel within ten (10) days of such discovery being provided to a Non-Settling Defendant;
- (g) the Ontario and BC Courts will retain an ongoing supervisory role over the discovery process and the Settling Defendants will attorn to the jurisdiction of the Ontario and BC Courts for these (but no other) purposes; and
- (h) a Non-Settling Defendant may effect service of the motion(s) referred to in Section 7.1(1)(c) on the Settling Defendants by service on Counsel for the Settling Defendant in the relevant Proceedings.

7.2 Quebec Waiver or Renunciation of Solidarity Order

- (1) A waiver or renunciation of solidarity shall be granted by the Quebec Court providing for the following:
 - (a) the Quebec Plaintiffs 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 Plaintiffs 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, recursory action, forced intervention 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 Defendants shall be determined according to the provisions of the *Code of Civil Procedure*, and the Settling Defendants shall retain and reserve all of their rights to oppose such discovery under the *Code of Civil Procedure*.

7.3 Claims Against Other Entities Reserved

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

SECTION 8 - EFFECT OF SETTLEMENT

8.1 No Admission of Liability

- (1) The Plaintiffs and the Releasees expressly reserve all of their rights if the Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason. Further, whether or not the 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 Releasees, or of the truth of any of the claims or allegations contained in the Proceedings or any other pleading filed by the Plaintiffs.

8.2 Agreement Not Evidence

- (1) The Parties agree that, whether or not it is terminated, 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, to defend against the assertion of Released Claims, as necessary in any insurance-related proceeding, or as otherwise required by law.

8.3 No Further Litigation

(1) No 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.

(2) Section 8.3(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 9 - CERTIFICATION OR AUTHORIZATION FOR SETTLEMENT ONLY

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

(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 Settlement Classes.

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

SECTION 10 - NOTICE TO SETTLEMENT CLASSES

(1) The proposed Settlement Classes shall be given notice of: (i) hearings at which the Courts will be asked to certify or authorize the Proceedings as class proceedings and approve the Settlement Agreement; (ii) if they are brought with the hearings to approve the Settlement Agreement, the hearings to approve Class Counsel Fees and/or a Distribution Protocol; and (iii) the certification or authorization of the Proceedings as class proceedings, the approval of this Settlement Agreement if granted by the Courts, and the approval of the Distribution Protocol if granted by the Courts.

(2) The notices shall be in a form agreed upon by the Parties and approved by the Courts or, if the Parties cannot agree on the form of the notices, the notices shall be in a form ordered by the Courts.

(3) The notices shall be disseminated by a method agreed upon by the Parties and approved by the Courts or, if the Parties cannot agree on a method for disseminating the notices, the notices shall be disseminated in a manner ordered by the Courts.

SECTION 11 - ADMINISTRATION AND IMPLEMENTATION

11.1 Mechanics of Administration

(1) Except to the extent provided for in this Settlement Agreement, the mechanics of the implementation and administration of this Settlement Agreement and Distribution Protocol shall be determined by the Courts on motions brought by Class Counsel.

11.2 Information and Assistance

(1) The Settling Defendants will make reasonable efforts to provide a list of the names and addresses of Persons, if any, in Canada who purchased Cooling Compressors from the Settling Defendants during the Class Period. Where possible and applicable, the Settling Defendants will make reasonable efforts to provide the name of the corporate contact person for each direct

purchaser customer. The data shall be provided in Microsoft Excel format or such other format as agreed upon by the Parties.

(2) The information required by section 11.2(1) shall be delivered to Class Counsel within thirty (30) days of the Date of Execution or at a time mutually agreed upon by the Parties.

(3) If not already provided pursuant to section 3.4(1)(a), within thirty (30) days of the Effective Date, the Settling Defendants will make reasonable efforts to provide to Class Counsel Purchase Price information in respect of Persons, if any, in Canada who purchased Cooling Compressors from the Settling Defendants during the Class Period. The Purchase Price information shall be provided in Microsoft Excel format or such other format as agreed upon by the Parties.

(4) Class Counsel may use the information provided under section 11.2(1) and (3):

- (a) to facilitate the dissemination of the notices required in section 10;
- (b) to advise Persons in Canada who purchased Cooling Compressors from the Settling Defendants during the Class Period 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 this Settlement Agreement and any other settlement agreement achieved in the Proceedings; and
- (d) as otherwise authorized in section 3.5.

(5) All information provided by the Settling Defendants pursuant to section 11.2(1) and (3) shall be dealt with in accordance with section 3.5, except that Class Counsel may disclose all information provided by the Settling Defendants pursuant to section 11.2(1) and (3) to any Court-appointed notice provider and/or the Claims Administrator, to the extent reasonably necessary for the purposes enumerated in section 11.2(4). Any Court-appointed notice provider and/or the Claims Administrator shall be bound by the same confidentiality obligations set out in section 3.5. If this Settlement Agreement is terminated, all information provided by the Settling Defendants pursuant to section 11.2(1) and (3) shall be dealt with in accordance with section 5.2(1)(d) and no record of the information so provided shall be retained by Class Counsel in any form whatsoever.

(6) The Settling Defendants will make themselves reasonably available to respond to questions respecting the information provided pursuant to section 11.2(1) and (3) from Class Counsel or any Court-appointed notice provider and/or the Claims Administrator.

(7) The Settling Defendants' obligations pursuant to this section 11.2 shall not be affected by the release provisions contained in section 6 of this Settlement Agreement. Unless this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason, the Settling Defendants' obligations to cooperate pursuant to this section 11.2 shall cease when the Proceedings are resolved as against all Defendants and all settlement funds or court awards have been distributed.

(8) The Settling Defendants shall bear no liability with respect to the completeness or accuracy of the information provided pursuant to this section 11.2.

SECTION 12 - CLASS COUNSEL FEES AND ADMINISTRATION EXPENSES

(1) The costs of the notices referred to in section 10 shall be paid by Class Counsel or the Claims Administrator, if one has been appointed by the Courts, out of the Account, as they become due.

(2) Class Counsel may seek the Courts' approval to pay Class Counsel Fees and Administration Expenses contemporaneous with seeking approval of this Settlement Agreement or at such other time as they may determine in their sole discretion.

(3) Except as provided in section 12(1), Class Counsel Fees and Administration Expenses may only be paid out of the Account after the Effective Date.

(4) Class Counsel reserve the right to bring motions to the Courts for payment out of the Account for any future adverse cost awards and future disbursements.

(5) The Settling Defendants shall not be liable for any fees, disbursements or taxes of any of the lawyers, experts, advisors, agents, or representatives retained by Class Counsel, the Plaintiffs or the Settlement Class Members, any amounts to which the Fonds d'aide aux recours collectif in Quebec may be entitled, or any lien of any Person on any payment to any Settlement Class Member from the Settlement Amount.

SECTION 13 - MISCELLANEOUS

13.1 Motions for Directions

- (1) Class Counsel or the Settling Defendants may apply to the Ontario Court for directions in respect of the interpretation, implementation and administration of this Settlement Agreement.
- (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 or Distribution Protocol.

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, the number of days shall be counted by excluding the day on which the first event happens and including the day on which the second event happens, including all calendar days; and

- (b) only in the case where the time for doing an act expires on a holiday (as “holiday” is defined in the *Rules of Civil Procedure*, RRO 1990, Reg 194), the act may be done on the next day that is not a holiday.

13.5 Ongoing Jurisdiction

- (1) Each of the Courts shall retain exclusive jurisdiction over the Proceeding commenced in its jurisdiction, the Parties thereto 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 section 13.5(1), the Ontario Court shall exercise jurisdiction with respect to implementation, administration, interpretation and enforcement of the terms of this Settlement Agreement, and the Plaintiffs and Settlement Class Members attorn to the jurisdiction of the Ontario Court for such purposes.

13.6 Governing Law

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

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 hereto and any such modification or amendment must be approved by the Courts with jurisdiction over the matter to which the amendment relates.

13.9 Binding Effect

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

13.10 Counterparts

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

13.11 Negotiated Agreement

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

13.12 Language

(1) The Parties acknowledge that they have required and consented that this Settlement Agreement and all related documents be prepared in English; les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais. Nevertheless, if required to 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) The present Settlement Agreement constitutes a transaction in accordance with Articles 2631 and following of the *Civil Code of Quebec*, and the Parties are hereby renouncing to 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 the 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 the 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 the 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 Plaintiffs and for Class Counsel:

Charles M. Wright

**Siskinds LLP
Barristers and Solicitors
680 Waterloo Street
London, ON N6A 3V8**

Telephone: 519-660-7753
Facsimile: 519-672-6065
Email: charles.wright@siskinds.com

Jonathan Foreman

**Harrison Pensa LLP
450 Talbot St.
P.O. Box 3237
London, ON N6A 4K3**

Telephone: 519-679-9660
Facsimile: 519-667-3362
Email: jforeman@harrisonpensa.com

Reidar Mogerman

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555 West Georgia Street,
Vancouver, BC V6B 1Z6**

Telephone: 604-689-7555
Facsimile: 604-689-7554
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Brian A. Garneau

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Québec City, QC G2J 0B9**

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

For Panasonic Corporation and Panasonic
Canada Inc.:

John Rook

Bennett Jones LLP
3400 One First Canadian Place
P.O. Box 130
Toronto, ON M5X 1A4

Telephone: 416-863-1200
Fax: 416-863-1716
Email: rookj@bennettjones.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
its own behalf and on behalf of the Settlement Class, by their counsel

Name of Authorized Signatory: Linda Visser

Signature of Authorized Signatory: 
Siskinds LLP/Harrison Pensa LLP
Ontario Counsel

DAMON GREEN, on his own behalf and on behalf of the Settlement Class, by
their counsel

Name of Authorized Signatory: _____

Signature of Authorized Signatory: _____
Camp Fiorante Matthews Mogerman
BC Counsel

For Panasonic Corporation and Panasonic
Canada Inc.:

John Rook

Bennett Jones LLP
3400 One First Canadian Place
P.O. Box 130
Toronto, ON M5X 1A4

Telephone: 416-863-1200
Fax: 416-863-1716
Email: rookj@bennettjones.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
its own behalf and on behalf of the Settlement Class, by their counsel

Name of Authorized Signatory: David B. Williams

Signature of Authorized Signatory:  (Panther)
Siskinds LLP/Harrison Pensa LLP
Ontario Counsel

DAMON GREEN, on his own behalf and on behalf of the Settlement Class, by
their counsel

Name of Authorized Signatory: _____

Signature of Authorized Signatory: _____
Camp Fiorante Matthews Mogerman
BC Counsel

For Panasonic Corporation and Panasonic
Canada Inc.:

John Rook

Bennett Jones LLP
3400 One First Canadian Place
P.O. Box 130
Toronto, ON M5X 1A4

Telephone: 416-863-1200
Fax: 416-863-1716
Email: rookj@bennettjones.com

13.19 Date of Execution

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

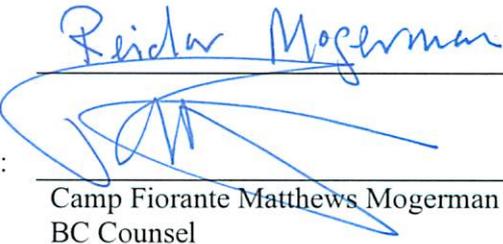
1355741 ONTARIO INC. operating as ZERO ZONE MECHANICAL, on
its own behalf and on behalf of the Settlement Class, by their counsel

Name of Authorized Signatory: _____

Signature of Authorized Signatory: _____
Siskinds LLP/Harrison Pensa LLP
Ontario Counsel

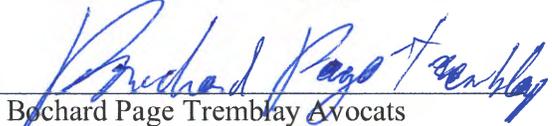
DAMON GREEN, on his own behalf and on behalf of the Settlement Class, by
their counsel

Name of Authorized Signatory: Reidar Mogerman

Signature of Authorized Signatory:  _____
Camp Fiorante Matthews Mogerman
BC Counsel

EMILIEN CHASSE, on her own behalf and on behalf of the Settlement Class, by her counsel

Name of Authorized Signatory: M^e Brian A Garneau

Signature of Authorized Signatory: 
Bochar Page Tremblay Avocats
Quebec Counsel

PANASONIC CORPORATION AND PANASONIC CANADA INC., by their counsel

Name of Authorized Signatory: _____

Signature of Authorized Signatory: _____
Bennett Jones LLP

EMILIEN CHASSE, on her own behalf and on behalf of the Settlement Class, by her counsel

Name of Authorized Signatory: _____

Signature of Authorized Signatory: _____
Bochard Page Tremblay Avocats
Quebec Counsel

PANASONIC CORPORATION AND PANASONIC CANADA INC., by their counsel

Name of Authorized Signatory: EMRYS DAVIS

Signature of Authorized Signatory:  _____
Bennett Jones LLP

SCHEDULE A – PROCEEDINGS

| Proceeding | Plaintiffs | Defendants | Settlement Class |
|---|--|--|---|
| Ontario Superior Court of Justice Court File No. 61559CP (the “Ontario Action”) | 1355741 Ontario Inc. operating as Zero Zone Mechanical | 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, LCC, ACC USA LCC, Panasonic Canada Inc., Panasonic Corporation of North America, Whirlpool Canada LP, Whirlpool S.A., Embraco North America, and Whirlpool Corporation | All persons in Canada who purchased Cooling Compressors or Cooling Compressor Products in Canada during the Class Period, except the Excluded Persons and persons who are included in the Quebec Class and the BC Class. For greater certainty, the Ontario Settlement Class shall include Servicerite Inc. and Suzanne Zehr. |

| Proceeding | Plaintiffs | Defendants | Settlement Class |
|---|-------------------|--|---|
| Superior Court of Quebec (District of Québec), File No. 200-06-000127-103 (the “Quebec Action”) | Emilien Chassé | ACC USA LLC, Copeland Canada, Danfoss Inc., Danfoss Commercial Compressors Ltd., Danfoss Turbocor Compressors Inc., Danfoss Scroll Technologies LLC, Danfoss Compressor, LLC, Embraco North America Inc., Emerson Electric Canada Ltd., Emerson Electric Co., Panasonic Canada Inc., Panasonic Corporation of North America, Tecumseth Products of Canada Ltd., Tecumseth Products Co., Whirlpool Canada LP, Whirlpool Corporation | All individuals in Quebec who purchased Cooling Compressors or 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 October 1, 2009 and October 1, 2010, 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. |

| Proceeding | Plaintiffs | Defendants | Settlement Class |
|--|-------------------|--|--|
| British Columbia Supreme Court File No. S106877 (Vancouver Registry) (the "BC Action") | Damon Green | 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, LCC, ACC USA LCC, Appliances Components Companies S.p.A, Panasonic Corporation, Panasonic Canada Inc., Whirlpool Canada LP, Embraco North America, and Whirlpool Corporation | All persons in British Columbia who purchased Cooling Compressors or Cooling Compressor Products in Canada during the Class Period, except the Excluded Persons. |

SCHEDULE B

Court File No. 61559CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

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

B E T W E E N :

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

Plaintiffs

- and -

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, LCC; ACC USA LCC;
PANASONIC CANADA INC.; PANASONIC CORPORATION OF NORTH
AMERICA; WHIRLPOOL CANADA LP; WHIRLPOOL S.A.; EMBRACO
NORTH AMERICA; and WHIRLPOOL CORP

Defendants

Proceeding under the *Class Proceedings Act, 1992*

ORDER

THIS MOTION made by the Plaintiffs for an Order certifying this action as a class proceeding for settlement purposes as it relates to the Defendants, Panasonic Corporation and Panasonic Canada Inc. (collectively the “Settling Defendants”), and approving the Settlement Agreement entered into with the Settling Defendants was heard this day at the Court House, 80 Dundas Street, London, Ontario.

AND ON BEING ADVISED that the deadline for opting out has passed and there were no opt-outs;

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 Defendants consent to this Order:

ON READING the materials filed, including the settlement agreement attached to this Order as Schedule “A” (the “Settlement Agreement”), and on hearing the submissions of counsel for the Plaintiffs and counsel for the Settling Defendants:

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 this action be certified as a class proceeding as against the Settling Defendants for settlement purposes only.

3. THIS COURT ORDERS that the Settlement Class be defined as:

All persons in Canada who purchased Cooling Compressors or Cooling Compressor Products in Canada during the Class Period, except the Excluded Persons and persons who are included in the Quebec Class and the BC Class.

4. THIS COURT ORDERS that 1355741 Ontario Inc. operating as Zero Zone Mechanical and Suzanne Zehr be appointed as the representative plaintiffs for the Settlement Class.

5. THIS COURT ORDERS that the following issue is common to Settlement Class Members:

Did the Settling Defendants 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?

6. THIS COURT ORDERS that paragraphs 2 to 5 of this Order, including the certification of the Ontario Action as against the Settling Defendants for settlement purposes and the

definitions of the Settlement Class and the Common Issue, is without prejudice to any position the Non-Settling Defendants have taken or may in the future take in the Proceedings, including in relation to certification, class definition, statement of common issue or any motion to amend any certification order.

7. THIS COURT ORDERS that the Settlement Agreement is fair, reasonable and in the best interests of the Settlement Class.
8. 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.
9. THIS COURT ORDERS that this Order, including the Settlement Agreement, is binding upon each Settlement Class Member 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.
10. THIS COURT ORDERS that, upon the Effective Date, each Settlement Class Member 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.
11. THIS COURT ORDERS that, upon the Effective Date, each Other Action commenced in Ontario by any Ontario Settlement Class Member shall be and is hereby dismissed against the Releasees, without costs and with prejudice.
12. THIS COURT ORDERS that, upon the Effective Date, subject to paragraph 14, each Releasor has released and shall be conclusively deemed to have forever and absolutely released the Releasees from the Released Claims.
13. THIS COURT ORDERS that, upon the Effective Date, each Releasor shall not now or hereafter institute, continue, maintain, intervene in or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other Person, any proceeding, 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, whether pursuant to the *Negligence Act*, R.S.O. 1990, c. N. 1 or other legislation or at common law or equity in respect of any Released Claim, except for the continuation of the Proceedings against the Non-Settling Defendants or named or unnamed co-conspirators that are not Releasees or, if the Proceedings are not certified or authorized with respect to the Non-Settling Defendants, the continuation of the claims asserted in the Proceedings on an individual basis or otherwise against any Non-Settling Defendant or named or unnamed co-conspirator that is not a Releasee.

14. THIS COURT ORDERS that the use of the terms “Releasers” and “Released Claims” in this Order does not constitute a release of claims by those Ontario Settlement Class Members who are resident in any province or territory where the release of one tortfeasor is a release of all tortfeasors.
15. THIS COURT ORDERS that, upon the Effective Date, each Ontario Settlement Class Member 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.
16. 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, any named or unnamed co-conspirator that is not a Releasee, or any other Person or party against a Releasee, or by a Releasee against a Non-Settling Defendant, or any named or unnamed co-conspirator that is not a Releasee, are barred, prohibited and enjoined in accordance with the terms of this Order.
17. THIS COURT ORDERS that if, in the absence of paragraph 16 above, the 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 Plaintiff and the Settlement Class Members shall not be entitled to claim or recover from the Non-Settling Defendants and/or named or unnamed co-conspirators

and/or any other Person or party that is not a Releasee that portion of any damages (including punitive damages, if any) restitutionary award, disgorgement of profits, interest and costs (including investigative costs claimed pursuant to s. 36 of the Competition Act) that corresponds to the Proportionate Liability of the Releasees proven at trial or otherwise;

- (b) the Plaintiff and the Settlement Class Members shall limit their claims against the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee to include, and shall be entitled to recover from the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee, only those claims for damages (including punitive damages, if any) restitutionary award, disgorgement of profits, costs and interest attributable to the aggregate of the several liability of the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee to the Plaintiff and the Settlement Class Members, if any, and, for greater certainty, the Settlement Class Members shall be entitled to claim and recover on a joint and several basis as between the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee, to the extent provided by law; and
- (c) this Court shall have full authority to determine the Proportionate Liability of the Releasees at the trial or other disposition of the Ontario Action, whether or not the Releasees remain in the Ontario Action or appear at the trial or other disposition, and the Proportionate Liability of the Releasees shall be determined as if the Releasees are parties to the Ontario Action and any determination by this Court in respect of the Proportionate Liability of the Releasees shall only apply in the Ontario Action and shall not be binding on the Releasees in any other proceedings.

18. THIS COURT ORDERS that if, in the absence of paragraph 16 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 the Settlement Class Members in the Ontario Action.

19. THIS COURT ORDERS that a Non-Settling Defendant may, on motion to this Court determined as if the Settling Defendants remained party to the Ontario Action and on at least ten (10) days notice to Counsel for the Settling Defendants, and not to be brought unless and until the Ontario Action 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 Settling Defendants in accordance with the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194;
 - (b) oral discovery of a representative of the Settling Defendants, the transcript of which may be read in at trial;
 - (c) leave to serve a request to admit on the Settling Defendants in respect of factual matters; and/or
 - (d) the production of a representative of the Settling Defendants to testify at trial, with such witness to be subject to cross-examination by counsel for the Non-Settling Defendants.
20. THIS COURT ORDERS that the Settling Defendants retain all rights to oppose such motion(s) brought under paragraph 19. Moreover, nothing herein restricts the Settling Defendants from seeking a protective order to maintain confidentiality and protection of proprietary information in respect of documents to be produced and/or for information obtained from discovery in accordance with paragraph 19. Notwithstanding any provision in this Order, on any motion brought pursuant to paragraph 19, the Court may make such orders as to costs and other terms as it considers appropriate.
21. THIS COURT ORDERS that a Non-Settling Defendant may effect service of the motion(s) referred to in paragraph 19 above by service on Counsel for the Settling Defendants.
22. 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 Defendants attorn 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.
23. THIS COURT ORDERS that, except as provided herein, this Order does not affect any claims or causes of action that any Settlement Class Member has or may have in the Ontario Action against the Non-Settling Defendants or named or unnamed co-conspirators who are not Releasees.
24. THIS COURT ORDERS that no Releasee shall have any responsibility or liability whatsoever relating to the administration of the Settlement Agreement; to administration, investment, or distribution of the Trust Account; or to the Distribution Protocol.

25. THIS COURT ORDERS that Ontario Counsel shall hold the Settlement Amount, plus any accrued interest, in trust for the benefit of the Settlement Classes pending further orders of the Courts.
26. 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, the BC Action has been dismissed with prejudice and without costs as against the Settling Defendants, and the Parties have signed and filed a declaration of settlement out of court with the Quebec Court. 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 this action and any agreement between the parties incorporated in this Order shall be deemed in any subsequent proceedings to have been made without prejudice.
27. THIS COURT ORDERS that this Order shall be declared null and void on subsequent motion made on notice in the event that the Settlement Agreement is terminated in accordance with its terms.
28. THIS COURT ORDERS that this action be and is hereby dismissed against the Settling Defendants without costs and with prejudice.

Date:

THE HONOURABLE JUSTICE LEITCH