

---

**CANADIAN FORGED STEEL PRODUCTS CLASS ACTION  
NATIONAL SETTLEMENT AGREEMENT**

Made effective as of October 4, 2023 between

**KEVIN CHARLTON**

(the “**Plaintiff**”) and

**MUSASHI BOCKENAU GMBH & CO. KG**

(the “**Settling Defendant**”)

**CANADIAN FORGED STEEL PRODUCTS CLASS ACTION  
NATIONAL SETTLEMENT AGREEMENT**

**TABLE OF CONTENTS**

	<b>Page</b>
SECTION 1 – DEFINITIONS .....	2
SECTION 2 – SETTLEMENT APPROVAL .....	6
Section 2.1 Best Efforts .....	6
Section 2.2 Application Approving Notices and Seeking Certification or Authorization .....	6
Section 2.3 Application for Approval of the Settlement .....	6
Section 2.4 Pre-Application Confidentiality .....	7
SECTION 3 – SETTLEMENT BENEFITS.....	7
Section 3.1 Payment of Settlement Amount.....	7
Section 3.2 Taxes and Interest.....	8
SECTION 4 – COOPERATION.....	9
Section 4.1 Extent of Cooperation.....	9
Section 4.2 Limits on Use of Documents, Data or Information .....	11
SECTION 5 – DISTRIBUTION OF THE SETTLEMENT AMOUNT AND ACCRUED INTEREST .....	12
Section 5.1 Distribution Protocol .....	12
Section 5.2 No Responsibility for Administration or Fees.....	12
SECTION 6 – NON-APPROVAL OR TERMINATION OF SETTLEMENT AGREEMENT.....	12
Section 6.1 Right of Termination .....	12
Section 6.2 Effect of Non-Approval or Termination of Settlement Agreement .....	13
Section 6.3 Allocation of Monies in the Trust Account Following Termination.....	14
Section 6.4 Survival of Provisions After Termination .....	14
SECTION 7 – RELEASES AND DISMISSALS .....	14
Section 7.1 Release of Releasees.....	14
Section 7.2 Covenant Not To Sue .....	15
Section 7.3 No Further Claims .....	15
Section 7.4 Dismissal of the Proceeding .....	15
Section 7.5 Dismissal of Other Actions.....	15
Section 7.6 Obligation of Class Counsel Regarding Released Claims and Other Actions .....	16
Section 7.7 Material Term.....	16
SECTION 8 – BAR ORDER .....	16

Section 8.1 Bar Order .....	16
Section 8.2 Claims Against Other Entities Reserved .....	18
Section 8.3 Material Term .....	18
SECTION 9 – EFFECT OF SETTLEMENT.....	18
Section 9.1 No Admission of Liability .....	18
Section 9.2 Agreement Not Evidence.....	19
Section 9.3 No Further Litigation.....	19
SECTION 10 – CERTIFICATION OR AUTHORIZATION FOR SETTLEMENT ONLY .....	19
Section 10.1 Settlement Class and Common Issue.....	19
SECTION 11 – NOTICE TO SETTLEMENT CLASSES .....	20
Section 11.1 Notices Required .....	20
Section 11.2 Form and Distribution of Notice .....	20
Section 11.3 Opt-Outs .....	20
SECTION 12 – ADMINISTRATION AND IMPLEMENTATION.....	21
Section 12.1 Mechanics of Administration .....	21
SECTION 13 – CLASS COUNSEL FEES, CLASS COUNSEL DISBURSEMENTS AND ADMINISTRATION EXPENSES .....	21
Section 13.1 Court Approval for Class Counsel Fees and Class Counsel Disbursements.....	21
Section 13.2 Administration Expenses .....	21
Section 13.3 Responsibility for Fees, Disbursements and Taxes.....	22
SECTION 14 – MISCELLANEOUS.....	22
Section 14.1 Application for Directions .....	22
Section 14.2 Releasees Have No Liability for Administration .....	22
Section 14.3 Headings, etc. ....	22
Section 14.4 Computation of Time.....	22
Section 14.5 Governing Law .....	23
Section 14.6 Entire Agreement.....	23
Section 14.7 Amendments.....	23
Section 14.8 Binding Effect.....	23
Section 14.9 Counterparts.....	23
Section 14.10 Negotiated Agreement.....	23
Section 14.11 Language .....	24
Section 14.12 Recitals .....	24
Section 14.13 Schedules.....	24

Section 14.14 Acknowledgements .....24  
Section 14.15 Authorized Signatures .....24  
Section 14.16 Notice.....24  
Section 14.17 Execution Date .....25

SCHEDULE “A”

FORM OF CERTIFICATION FOR SETTLEMENT PURPOSES AND NOTICE APPROVAL  
ORDER, with Appendices 1-3

SCHEDULE “B”

FORM OF SETTLEMENT APPROVAL ORDER

SCHEDULE “C”

OPT-OUT FORM

**CANADIAN FORGED STEEL PRODUCTS CLASS ACTION  
NATIONAL SETTLEMENT AGREEMENT**

**RECITALS**

- A. WHEREAS** the Proceeding was commenced by the Plaintiff in British Columbia;
- B. AND WHEREAS** the Proceeding alleges, among other things, that the Settling Defendant participated in an unlawful conspiracy 1) to fix, maintain, increase or control the price for the supply of certain Forged Steel Products, 2) to allocate sales, territories, customers or markets for the production or supply of certain Forged Steel Products, 3) to fix, maintain, control, prevent, lessen or eliminate the production or supply of certain Forged Steel Products, and/or 4) to rig bids for certain Forged Steel Products, from as early as October 2002 until at least December 2016, contrary to Part VI of the *Competition Act* and the common law and/or the civil law;
- C. AND WHEREAS** the Releasees do not admit, through the execution of this Settlement Agreement or otherwise, any allegation of unlawful or otherwise actionable conduct alleged in the Proceeding or otherwise;
- D. AND WHEREAS** the Plaintiff, Class Counsel and the Settling Defendant agree that neither this Settlement Agreement nor any statement made in the negotiation thereof shall be deemed or construed to be an admission by or evidence against the Releasees or evidence of the truth of any of the Plaintiff's allegations against the Settling Defendant and other Releasees, which the Releasees expressly deny;
- E. AND WHEREAS** despite its belief that it is not liable in respect of the claims as alleged in the Proceeding and that it has good and reasonable defences in respect of jurisdiction and the merits, the Settling Defendant is entering into this Settlement Agreement in order to achieve a final and nationwide resolution of all claims asserted or which could have been asserted against the Releasees by the Plaintiff and the Settlement Class in the Proceeding, and to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, and the risks associated with trials and appeals;
- F. AND WHEREAS** the Releasees do not hereby attorn to the jurisdiction of the Court or any other court or tribunal in respect of any civil, criminal or administrative process except to the extent they have previously done so in the Proceeding and as is expressly provided in this Settlement Agreement with respect to the Proceeding;
- G. AND WHEREAS** Counsel for the Settling Defendant and Class Counsel have engaged in arms-length settlement discussions and negotiations, resulting in this Settlement Agreement with respect to the Proceeding;
- H. AND WHEREAS** the Settling Defendant has agreed to provide meaningful cooperation to the Plaintiff in addition to the Settlement Amount, which cooperation is a material factor in the formulation of the terms of this Settlement Agreement;
- I. AND WHEREAS** as a result of these settlement discussions and negotiations, the Settling Defendant and the Plaintiff have entered into this Settlement Agreement, which embodies all of the

terms and conditions of the settlement between the Settling Defendant and the Plaintiff, both individually and on behalf of the Settlement Class the Plaintiff seeks to represent, subject to approval of the Court;

**J. AND WHEREAS** the Plaintiff 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 Plaintiff's claims, and having regard to the burdens and expense in prosecuting the Proceeding, including the risks and uncertainties associated with trials and appeals, and having regard to the value of this Settlement Agreement, the Plaintiff and Class Counsel have concluded that this Settlement Agreement is fair, reasonable and in the best interests of the Plaintiff and the Settlement Class the Plaintiff seeks to represent;

**K. AND WHEREAS** the Parties therefore wish to, and hereby do, finally resolve on a national basis, without admission of liability, the Proceeding as against the Settling Defendant;

**L. AND WHEREAS** the Parties consent to certification of: (i) the Proceeding as a class proceeding; (ii) the Settlement Class; and (iii) the Common Issue in respect of the Proceeding as against the Settling Defendant for the sole purpose of implementing this Settlement Agreement and contingent on approvals by the Court as provided for in this Settlement Agreement, on the express understanding that such certification shall not derogate from the respective rights of the Parties in the event that this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason;

**M. AND WHEREAS** the Plaintiff asserts that he is an adequate class representative for the Settlement Class;

**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 Proceeding be settled and dismissed with prejudice against the Settling Defendant, without costs as to the Plaintiff, the Settlement Class the Plaintiff seeks to represent and the Releasees, subject to the approval of the Court, on the following terms and conditions:

## SECTION 1 – DEFINITIONS

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

(1) **Administration Expenses** means all fees, disbursements, expenses, costs, taxes and any other amounts incurred or payable by the Plaintiff, Class Counsel or otherwise for the approval, implementation and operation of this Settlement Agreement, including the costs of Notice and the Claims Administrator but excluding Class Counsel Fees.

(2) **Claims Administrator** means any firm proposed by Class Counsel and appointed by the Court to administer the Settlement Amount in accordance with the provisions of this Settlement Agreement and the Distribution Protocol as approved by the Courts, and any employees of such firm.

(3) **Class Counsel** means Slater Vecchio LLP.

- (4) **Class Counsel Disbursements** include the disbursements and applicable taxes incurred by Class Counsel in the prosecution of the Proceeding, as well as any adverse costs awards issued against the Plaintiff in the Proceeding.
- (5) **Class Counsel Fees** means the fees of Class Counsel, and any applicable taxes or charges thereon, including any amounts payable by Class Counsel or the Settlement Class Members to any other body or Person in relation to legal fees as a result of this Settlement Agreement.
- (6) **Class Period** means October 1, 2002 through the date of this Settlement Agreement.
- (7) **Common Issue** means: Did the Settling Defendant participate in an unlawful conspiracy 1) to fix, maintain, increase or control the price for the supply of certain Forged Steel Products, 2) to allocate sales, territories, customers or markets for the production or supply of certain Forged Steel Products, 3) to fix, maintain, control, prevent, lessen or eliminate the production or supply of certain Forged Steel Products, and/or 4) to rig bids for certain Forged Steel Products, from as early as October 2002 until at least the date of this Settlement Agreement, contrary to Part VI of the *Competition Act* and the common law and/or the civil law during the Class Period? If so, what damages, if any, are payable by the Settling Defendant to the Settlement Class Members?
- (8) **Counsel for the Settling Defendant** means McMillan LLP.
- (9) **Court** means the Supreme Court of British Columbia.
- (10) **Defendants** means the entities named as defendants in the Proceeding, comprising Musashi Bockenau GmbH & Co. KG, Hirschvogel Umformtechnik GmbH, Bharat Forge CDP GmbH, and Bharat Forge Global Holding GmbH, and any Persons added as defendants in the Proceeding in the future.
- (11) **Distribution Protocol** means the plan for distributing the Settlement Amount and accrued interest, in whole or in part, as established by Class Counsel and as approved by the Court.
- (12) **Documents** means all papers, computer or electronic records, or other materials within the definition of “document” contained in Rule 1-1(1) of the *British Columbia Supreme Court Civil Rules* and any copies, reproductions or summaries of the foregoing, including microfilm copies and computer images.
- (13) **Effective Date** means the later of the date when Final Order has been received from the Court approving this Settlement Agreement and the Settlement Amount has been paid to Class Counsel.
- (14) **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.
- (15) **Execution Date** means the date on the cover page effective as of which the Parties have executed this Settlement Agreement.

(16) **Final Order** means the later of a final judgment entered by the Court approving this Settlement Agreement, once the time to appeal such judgment has expired without any appeal being taken, if an appeal lies, or once there has been affirmation of the approval of this Settlement Agreement upon a final disposition of all appeals.

(17) **Forged Steel Products** mean forged steel and steel alloys in various states of processing, from semi-finished steel products in need of further machine processing, to finished steel products that require no further machine processing for use as parts in motor vehicles.

(18) **Non-Settling Defendant** means any Defendant that is not: (i) a Settling Defendant; (ii) a Releasee; (iii) a Settled Defendant; or (iv) a Defendant against whom the Proceeding has been dismissed or discontinued against, either before or after the Effective Date; and includes any Defendant that terminates its own settlement agreement in accordance with its terms or whose settlement otherwise fails to take effect for any reason, whether or not such settlement agreement is in existence at the Execution Date.

(19) **Notice** means short form and long form of notice as approved by the Court as described in Section 11.

(20) **Other Actions** means actions or proceedings, excluding the Proceeding, relating to Released Claims commenced by a Settlement Class Member either before or after the Effective Date.

(21) **Opt-Out Deadline** means the date specified in the Notice, which is at least thirty (30) days after the date the Notice is first published.

(22) **Parties** means the Settling Defendant, the Plaintiff, and, where relevant, the Settlement Class Members.

(23) **Person** includes 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.

(24) **Plaintiff** means Kevin Charlton, or any Person who becomes a proposed or actual representative plaintiff in this Proceeding.

(25) **Proceeding** means Supreme Court of British Columbia (Vancouver Registry) Court File No. S-211884.

(26) **Proportionate Liability** means the proportion of any judgment that, had the Settling Defendant not settled, the BC Court would have apportioned to the Releasees.

(27) **Released Claims** means any and all manner of claims, demands, actions, suits, causes of action, charges, cross-claims, counter-claims, demands, judgments, suits, obligations, debts, setoffs, right of recovery, or liabilities for any obligations of any kind whatsoever, whether class, individual, or otherwise in nature, whether personal or subrogated, for damages of any kind (including compensatory, disgorgement, restitutionary, punitive or other damages) whenever incurred, liabilities



of any nature whatsoever, including interest, fees, costs, fines, debts, expenses, class administration expenses (including Administration Expenses), penalties, lawyers' fees (including Class Counsel Fees), and Class Counsel Disbursements, known or unknown, suspected or unsuspected, asserted or unasserted, actual or contingent, and liquidated or unliquidated, in law or equity, arising under statute, regulation, contract or otherwise in nature, that any of the Releasors ever had, now have or hereafter can, shall or may have, arising from or relating in any way to any conduct alleged or that could have been alleged in the Proceeding (including the alleged conspiracy and any other unlawful agreement associated with the alleged conduct and any other horizontal or vertical, or unilateral or coordinated, anti-competitive conduct), or arising from the factual predicate of the Proceeding, from the beginning of time to the Execution Date, whether in Canada or elsewhere, which shall be deemed to include but not be limited to the purchase, sale, pricing, discounting, manufacturing, marketing, offering for sale or distributing of Forged Steel Products, including, without limitation, any claims for consequential, subsequent or follow-on harm that arises after the Execution Date in respect of any agreement, combination or conduct that occurred prior to the Execution Date. However, the Released Claims do not include claims based on negligence, personal injury, bailment, failure to deliver lost goods, damaged or delayed goods, product defects, breach of warranty, breach of contract or similar claims between the Parties that do not relate to alleged anti-competitive conduct.

(28) **Releasees** means, jointly and severally, individually and collectively, the Settling Defendant, and all of their respective present, future and former, direct and indirect, parents (including holding companies), owners, subsidiaries, divisions, predecessors, successors, affiliates, associates (as defined in the *Canada Business Corporations Act*, RSC 1985, c. C-44), partners, joint ventures, insurers, and all other Persons, partnerships or corporations with whom any of the former have been, or are now, affiliated, and all of their respective past, present and future officers, directors, employees, agents, mandataries, shareholders, members, managers, attorneys, legal or other representatives, trustees, servants and representatives, and the predecessors, successors, purchasers, heirs, executors, administrators, insurers, spouses, creditors, beneficiaries and assigns of each of the foregoing, but excluding the Non-Settling Defendants.

(29) **Releasors** means, jointly and severally, individually and collectively, the Plaintiff and the Settlement Class Members on behalf of themselves and all of their respective present, future and former, direct and indirect, parents (including holding companies), owners, subsidiaries, divisions, predecessors, successors, affiliates, associates (as defined in the *Canada Business Corporations Act*, RSC 1985, c. C-44), partners, joint ventures, insurers, and all other Persons, partnerships or corporations with whom any of the former have been, or are now, affiliated, and all of their respective past, present and future officers, directors, employees, agents, mandataries, shareholders, attorneys, legal or other representatives, trustees, servants and representatives, members, managers and the predecessors, successors, purchasers, heirs, executors, administrators, insurers, spouses, creditors, beneficiaries and assigns of each of the foregoing, excluding the Non-Settling Defendants.

(30) **Replacement Parts** means Forged Steel Products sold directly to end consumers in Canada, as replacement parts, after-market or upgrade parts for a variety of makes and models of automobiles.

(31) **Settled Defendants** means any Defendant that executes its own settlement agreement whether before or after the Execution Date, which settlement agreement is finally approved by the necessary Court and becomes effective in accordance with its terms.

- (32) **Settlement Agreement** means this agreement, including the recitals and schedules.
- (33) **Settlement Amount** means CDN \$595,000.
- (34) **Settlement Class** means all persons resident in Canada during the Class Period who purchased or leased an automobile, or purchased Replacement Parts, containing Forged Steel Products manufactured, marketed, distributed and/or sold by the Defendants, except Excluded Persons.
- (35) **Settlement Class Member** or **Settlement Class Members** means a member or the members of the Settlement Class.
- (36) **Settling Defendant** means Musashi Bockenau GmbH & Co. KG.
- (37) **Trust Account** means a guaranteed investment vehicle, liquid money market account or equivalent security with a rating equivalent to or better than that of a Canadian Schedule I bank (a bank listed in Schedule I of the *Bank Act*, SC 1991, c 46) held at a Canadian financial institution under the control of Class Counsel or the Claims Administrator, once appointed, for the benefit of the Settlement Class Members or the Settling Defendant, as provided for in this Settlement Agreement.

## SECTION 2 – SETTLEMENT APPROVAL

### Section 2.1 Best Efforts

- (1) The Parties shall use their best efforts to implement this Settlement Agreement and to secure the prompt, complete and final dismissal with prejudice of the Proceeding as against the Settling Defendant.

### Section 2.2 Application Approving Notices and Seeking Certification or Authorization

- (1) As soon as practicable after the Execution Date, the Plaintiff shall bring an application before the Court for an order approving the Notice described in Section 11.1(1) and certifying the Proceeding as a class proceeding for settlement purposes as against the Settling Defendant.
- (2) The order approving the Notice described in Section 11.1(1) and certifying the Proceeding for settlement purposes shall be proposed to the Court substantially in the form attached hereto as Schedule “A”.

### Section 2.3 Application for Approval of the Settlement

- (1) Settlement approval shall be sought in the following way:
- (a) As soon as practicable after the execution of the Settlement Agreement, the Plaintiff and Class Counsel shall bring an application before the Court for consent certification on behalf of the Settlement Class for settlement purposes only and approval of the Notice described in Section 11 (the “**Certification and Notice Approval Order**”);
  - (b) The Certification and Notice Approval Order shall be substantially similar in form as attached as Schedule “A”;

- (c) As soon as practicable after: i) the Notice described in Section 11 has been published; and ii) the deadline for opting out of the Settlement Class and objecting to the settlement have expired, the Plaintiff and Class Counsel shall bring an application before the Court for an order approving this Settlement Agreement (the “**Settlement Approval Order**”);
  - (d) The Settlement Approval Order shall be substantially in the form attached as Schedule “B”; and
  - (e) If no appeal is taken from the Settlement Approval Order, the Settlement Approval Order will be deemed final 30 days after it is pronounced or, if any appeal is taken, upon the final disposition of the appeal.
- (2) The Plaintiff shall bring an application before the Court for an order approving this Settlement Agreement as soon as practicable after:
- (a) the order referred to in Section 2.2 has been granted; and
  - (b) the Notice described in Section 11.1(1) has been published.
- (3) The order approving this Settlement Agreement shall be proposed to the Court substantially in the form attached hereto as Schedule “B”.
- (4) The settlement set out in this Settlement Agreement will only become effective on the Effective Date.

#### **Section 2.4 Pre-Application Confidentiality**

(1) Until the application required by Section 2.2(1) is filed or as otherwise agreed by the Parties, 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 Defendant or Class Counsel, as the case may be, except as required for the purposes of financial reporting, the preparation of financial records (including tax returns and financial statements), to give effect to the terms of this Settlement Agreement, or as otherwise required by law. The Parties agree that the Settling Defendant is entitled to disclose the terms of the Settlement Agreement to the Releasees and to their respective counsel, auditors and advisors.

### **SECTION 3 – SETTLEMENT BENEFITS**

#### **Section 3.1 Payment of Settlement Amount**

- (1) Within sixty (60) days after the Execution Date, the Settling Defendant shall cause the Settlement Amount to be paid to Class Counsel for deposit into the Trust Account.
- (2) The Settlement Amount shall be deposited into the Trust Account by wire transfer. Class Counsel shall provide the necessary wire transfer information in writing to Counsel for the Settling Defendant at least thirty (30) days prior to the Settlement Amount becoming due to facilitate compliance with Section 3.1(1) of this Settlement Agreement.

- (3) The Settlement Amount and other consideration to be provided in accordance with the terms of this Settlement Agreement shall be provided in full and final satisfaction of the Proceeding against the Settling Defendant, and any and all Released Claims as against all the Releasees.
- (4) The Settlement Amount shall be all-inclusive of all amounts, including interest and costs. The Releasees shall have no liability and no obligation to pay any amount in addition to the Settlement Amount, for any reason, pursuant to or in furtherance of the Proceeding, this Settlement Agreement or the Released Claims.
- (5) If and when distribution to Settlement Class Members is ordered by the Court, and if a claims administrator is appointed, Class Counsel may transfer the Settlement Amount and interest earned on the Settlement Amount, less taxes paid and any deductions made in accordance with this Settlement Agreement or an order of the Court on notice to the Settling Defendant, to the Claims Administrator.
- (6) Class Counsel, and/or the Claims Administrator, respectively, shall maintain the Trust Account as provided for in this Settlement Agreement.
- (7) While in control of the Trust Account, each of Class Counsel and/or the Claims Administrator, respectively, shall not pay out all or any part of the monies in the Trust Account related to this Settlement Agreement, except in accordance with this Settlement Agreement or in accordance with an order of the Court obtained after notice to the Settling Defendant.

### **Section 3.2 Taxes and Interest**

- (1) Except as hereinafter provided, all interest earned on the Settlement Amount in the Trust Account shall accrue to the benefit of the Settlement Class and shall become and remain part of the Trust Account.
- (2) Subject to Section 3.2(5), all taxes payable on any interest which accrues on the Settlement Amount in the Trust Account or otherwise in relation to the Settlement Amount shall be paid from the Trust Account.
- (3) Class Counsel or the Claims Administrator shall be solely responsible to fulfill all tax reporting and payment requirements arising from the Settlement Amount in the Trust Account, including any obligation to report taxable income and make tax payments. All taxes (including interest and penalties) due with respect to the income earned by the Settlement Amount shall be paid from the Trust Account.
- (4) Subject to Section 3.2(5), the Releasees shall have no responsibility to make any filings relating to the Trust Account and will have no responsibility to pay tax on any income earned on the Settlement Amount or pay any taxes on the monies in the Trust Account.
- (5) Notwithstanding Subsections 3.2(1) - 3.2(4), if this Settlement Agreement is terminated, the interest earned on the Settlement Amount in the Trust Account shall be paid to the Settling Defendant in accordance with Section Section 6.3. In such case, the Settling Defendant shall be solely responsible for the payment of all taxes on such interest.

## SECTION 4 – COOPERATION

### Section 4.1 Extent of Cooperation

- (1) Within sixty (60) days after the Effective Date, or at a time mutually agreed upon by the Parties, subject to any other provisions of this Settlement Agreement and any other legal restrictions, the Settling Defendant shall provide to Class Counsel an evidentiary counsel proffer of up to seven (7) hours duration conducted on a virtual meeting platform over a maximum of two (2) days. The proffer will provide an overview of: (i) the Settling Defendant's understanding of the main facts relevant to the Bundeskartellamt's investigation and decision; (ii) the documents that were provided to the Bundeskartellamt by the Settling Defendant; and (iii) the scope of the Settling Defendant's available sales and cost data. It is agreed that all statements made and information provided by counsel for the Settling Defendant as part of the evidentiary proffer: (i) are privileged; (ii) will be kept strictly confidential in accordance with Section 4.2; and (iii) are not evidence, will not be filed in the Proceeding and will not be used by Class Counsel for any purpose other than for their own internal reference in connection with the prosecution of the Proceeding.
- (2) Within ninety (90) days after the Effective Date, or at a time mutually agreed upon by the Parties, subject to any other provisions of this Settlement Agreement and any other legal restrictions, the Settling Defendant shall provide to Class Counsel copies of: (i) all documents, except sales and cost data, produced to the Bundeskartellamt; and (ii) other significant non-privileged documents in the Settling Defendant's possession that relate to the claims in the Proceeding.
- (3) If all or some of the claims in the Proceeding are certified as against any Non-Settling Defendant, within thirty (30) days after applicable appeal periods have expired, or at a time mutually agreed upon by the Parties, subject to any other provisions of this Settlement Agreement and any other legal restrictions, the Settling Defendant shall provide to Class Counsel electronic copies of available sales and cost data for Forged Steel Products produced for use in vehicles during the period commencing January 1, 2002 and ending December 31, 2019. The data will be provided in Excel or such other format in which the data currently exists. The Settling Defendant will provide reasonable assistance to Class Counsel in understanding the sales and cost data produced by the Settling Defendant. For greater certainty, the Settling Defendant shall not be required to conduct any additional manipulation or analysis of its existing available data.
- (4) Subject to the rules of evidence and any other provisions of this Settlement Agreement, the Settling Defendant agrees to use reasonable efforts to authenticate for use at trial, or at discovery, summary judgment and/or certification applications, any of the documents or data provided as cooperation pursuant to this Section 4.1. The Plaintiff will work with the Settling Defendant to minimize any burden on the Settling Defendant related to authentication requests, including seeking to have authentication provided by affidavit rather than live witness testimony and minimizing the number of individuals providing authentication.
- (5) Nothing in this Settlement Agreement shall be construed to require the Settling Defendant to perform any act, including the transmittal or disclosure of any information, which would violate the law of any jurisdiction.

(6) Nothing in this Settlement Agreement shall require, or shall be construed to require, the Settling Defendant, or any representative or employee of the Settling Defendant, to disclose or produce any documents, data or information: (i) that is not within the possession, custody or control of the Settling Defendant at the time this Settlement Agreement is entered into between the Parties; (ii) that was prepared by or for legal counsel for the Settling Defendant; (iii) that is subject to solicitor-client privilege, litigation privilege, work product doctrine, common interest privilege, joint defence privilege or any other privilege; (iv) that was obtained on a privileged or cooperative basis, from any party to any action or proceeding who is not a Releasee; or (v) where disclosure or production would contravene any order, directive from the Bundeskartellamt or any other government authority, privacy law, or other rule or law of any jurisdiction. To the extent that any documents, data or information are protected from production or disclosure under Section 4.1(6)(v), the Settling Defendant will, ninety (90) days after the Effective Date, or at a time mutually agreed upon by the Parties, subject to any other provisions of this Settlement Agreement and any other legal restrictions, advise Class Counsel of: i) the fact of the documents, data or information withheld; and ii) the order, directive, law or rule justifying the non-disclosure.

(7) If any documents, data or information protected by any privilege and/or any order regulatory directive, privacy law or other rule or law of this or any jurisdiction are inadvertently disclosed or produced, such documents, data or information shall be promptly returned to the Settling Defendant and the contents shall not be disclosed or used, directly or indirectly, except with the express written permission of the Settling Defendant. The disclosure or production of such documents, data or information shall not be construed or deemed to have waived in any manner any privilege, doctrine, law or other protection, and Plaintiff shall not assert that any such waiver has occurred.

(8) The obligations of the Settling Defendant to cooperate contained in this Section 4.1 shall not be affected by the release provisions contained in SECTION 7 of this Settlement Agreement. The obligations of the Settling Defendant to cooperate shall cease at the earlier of: (i) the date of a final judgment concluding the Proceeding and the expiry of any applicable appeal periods; or (ii) the date on which the Settlement Agreement is terminated or otherwise fails to take effect for any reason.

(9) If the Settling Defendant materially breaches this Section 4.1, the Plaintiff may apply to the Court for an order enforcing the terms of this Settlement Agreement, or if such an order is not feasible, an order setting aside the approval of the Settlement Agreement or a part thereof. Before making an application under this Section 4.1(9), the Plaintiff will provide the Settling Defendant with sixty (60) days written notice of the alleged material breach in order to provide the Settling Defendant with an opportunity to cure the breach.

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

(11) A material factor influencing the Settling Defendant's decision to execute this Settlement Agreement is its desire to limit the burden and expense of litigation. Accordingly, the Plaintiff and

Class Counsel agree to exercise good faith in seeking cooperation from the Settling Defendant, agree not to seek Documents, data or information that is unnecessary or duplicative, and agree to avoid imposing undue or unreasonable burdens or expense on the Settling Defendant.

#### **Section 4.2 Limits on Use of Documents, Data or Information**

(1) It is understood and agreed that all documents, data and information made available or provided by the Settling Defendant to Plaintiff and Class Counsel under this Settlement Agreement, shall be used only in connection with the prosecution of the claims in the Proceeding, and shall not be used directly or indirectly for any other purpose, except to the extent that the documents, data or information are publicly available.

(2) The Plaintiff and Class Counsel agree they will not disclose the documents, data and information provided by the Settling Defendant except: (i) to experts, consultants or third-party service providers retained by them in connection with the Proceeding who have agreed to comply with the provisions of this Settlement Agreement and any sealing or confidentiality orders issued by the Court; (ii) to the extent that the documents, data or information are publicly available (without any breach of Sections 4.1 or 4.2 by the Plaintiff or Class Counsel); (iii) as evidence in the Proceeding; or (iv) in accordance with an order of the Court or as otherwise required by law. Class Counsel shall take reasonable precautions to maintain the confidentiality of the documents, data and information disclosed or produced by the Settling Defendant, and of any work product of Class Counsel that contains such documents, data and information.

(3) If the Plaintiff or Class Counsel intends to produce for discovery, or file in the Proceeding, any documents, data or other information provided by the Settling Defendant as cooperation under this Settlement Agreement, Class Counsel shall provide the Settling Defendant with a description of the documents, data or other information proposed to be produced or filed at least sixty (60) days in advance of the proposed production or filing date, in order that the Settling Defendant may apply to obtain a sealing or confidentiality order or similar relief. If the Settling Defendant applies for such relief, the Plaintiff and Class Counsel shall not oppose the position taken by the Settling Defendant that the documents, data and/or information ought to be subject to a sealing or confidentiality order.

(4) If a Non-Settling Defendant or any person who is not a party to the Proceeding applies for an order requiring the Plaintiff to disclose or produce any documents, data or information provided by the Settling Defendant as cooperation under this Settlement Agreement, Class Counsel shall notify the Settling Defendant promptly upon becoming aware of such application in order that the Settling Defendant may apply to oppose or seek other relief related to disclosure or production. The Plaintiff and Class Counsel shall not apply for, support or consent to such an application for disclosure or production and shall not oppose the position taken by the Settling Defendant in any such application.

(5) If the Settling Defendant seeks relief in accordance with Sections 4.2(3) or 4.2(4), the Plaintiff and Class Counsel shall not disclose the documents, data or information until the Settling Defendant's application has been decided and all applicable appeal periods have expired. However, where necessary to avoid delay of the prosecution of the Proceeding, Class Counsel may provide, on an interim basis, such documents, data or information to a counsel for any Non-Settling Defendant provided that such counsel agrees that the documents, data or information will be received and

maintained on a confidential and external-counsel-only basis until the Settling Defendant's application has been decided and all applicable appeal periods have expired.

(6) The Plaintiff shall consult in good faith with the Settling Defendant before the Plaintiff applies for or agrees to the terms of any confidentiality agreement or confidentiality order that would govern the confidentiality of Documents, data or other information origination from the Settling Defendant, and shall make best efforts to accommodate the Settling Defendant's reasonable requests in relation to such confidentiality protections.

## **SECTION 5 – DISTRIBUTION OF THE SETTLEMENT AMOUNT AND ACCRUED INTEREST**

### **Section 5.1 Distribution Protocol**

(1) After the Effective Date, at a time wholly within the discretion of Class Counsel, but on notice to the Settling Defendant, Class Counsel will make an application seeking orders from the Court approving the Distribution Protocol.

(2) The Distribution Protocol shall require Settlement Class Members seeking compensation to give credit for any compensation received through other proceedings or in out-of-class settlements, unless by such proceedings or 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.

### **Section 5.2 No Responsibility for Administration or Fees**

(1) The Releasees shall not have any responsibility, financial obligations or liability whatsoever with respect to:

- (a) the investment, distribution or administration of monies in the Trust Account including, but not limited to, Administration Expenses, Class Counsel Disbursements and Class Counsel Fees; or
- (b) the administration of the Distribution Protocol.

## **SECTION 6 – NON-APPROVAL OR TERMINATION OF SETTLEMENT AGREEMENT**

### **Section 6.1 Right of Termination**

- (1) In the event that:
- (a) the Court declines to certify or authorize the Proceeding for settlement purposes as against the Settling Defendant or does so in a materially modified form;
  - (b) the Court declines to dismiss the Proceeding against the Settling Defendant;
  - (c) the Court declines to approve this Settlement Agreement or any material part hereof;
  - (d) the Court approves this Settlement Agreement in a materially modified form;



- (e) an order approving this Settlement Agreement made by the Court does not become a Final Order or is issued in a materially modified form or is materially inconsistent with the terms of this Settlement Agreement; or
- (f) the Settlement Amount is not paid in accordance with Section 3.1(1);

the Plaintiff and the Settling Defendant shall have the right to terminate this Settlement Agreement, except only the Plaintiff shall have the right to terminate this Settlement Agreement under Subsection (f) and only the Settling Defendant shall have the right to terminate this Settlement Agreement under Subsection (b). The right to terminate shall be exercised by delivering a written notice in accordance with Section 14.16 within thirty (30) days following an event described above.

(2) Except as provided for in Section 6.4, if the Settling Defendant or the Plaintiff exercises its right to terminate, this 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 or in any other way for any reason.

(3) Any order, ruling or determination made by the Court with respect to Class Counsel Fees, Class Counsel Disbursements, 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.

## **Section 6.2 Effect of Non-Approval or Termination of Settlement Agreement**

(1) If this Settlement Agreement is not approved by the Court, is terminated in accordance with its terms, or otherwise fails to take effect for any reason:

- (a) no application to certify the Proceeding as a class proceeding on the basis of this Settlement Agreement, or to approve this Settlement Agreement, which has not been decided, shall proceed;
- (b) the Parties will cooperate in seeking to have any issued order certifying the Proceeding as a class proceeding on the basis of the Settlement Agreement, or approving this Settlement Agreement, set aside and declared null and void and of no force or effect, and any Person shall be estopped from asserting otherwise;
- (c) any prior certification or authorization of the Proceeding as a class proceeding on the basis of this Settlement Agreement, including the definitions of the Settlement Class and the Common Issue, shall be without prejudice to any position that any of the Parties or Releasees may later take on any issue in the Proceeding or any other litigation; and
- (d) within ten (10) days of such termination having occurred, Class Counsel shall destroy all Documents or other materials provided by the Settling Defendant or other Releasees under this Settlement Agreement or containing or reflecting information derived from such Documents or other materials. To the extent Class Counsel has disclosed any Documents or information provided by the Settling Defendant or Releasees to any other Person, Class Counsel shall recover and destroy such Documents or information.

Class Counsel shall provide Counsel for the Settling Defendant with a written certification of such destruction by Class Counsel within ten (10) days of termination.

### **Section 6.3 Allocation of Monies in the Trust Account Following Termination**

(1) If the Settlement Agreement is terminated, Class Counsel or any Claims Administrator, as the case may be, shall within thirty (30) days of the written notice pursuant to Section 6.1(1) return to the Settling Defendant the Settlement Amount, plus all accrued interest thereon and less any taxes paid on interest, less any costs actually incurred or payable with respect to notices required by Section 11.1 (up to a maximum of CDN \$30,000).

### **Section 6.4 Survival of Provisions After Termination**

(1) If this Settlement Agreement is not approved, is terminated, or otherwise fails to take effect for any reason, Sections 3.2(5), 6.1(2), 6.2, 6.3, 6.4, 9.1, 9.2, 10.1(4), and 11.1(2), 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(5), 6.1(2), 6.2, 6.3, 6.4, 9.1, 9.2, 10.1(4), and 11.1(2) within the meaning of this Settlement Agreement, but for no other purposes. All other provisions of this Settlement Agreement and all other obligations pursuant to this Settlement Agreement shall cease immediately.

## **SECTION 7 – RELEASES AND DISMISSALS**

### **Section 7.1 Release of Releasees**

(1) Upon the Effective Date, subject to Section 7.2, and in consideration of payment of the Settlement Amount and other valuable consideration set forth in the Settlement Agreement, the Releasers:

- (a) shall finally, fully, forever and absolutely waive, release, relinquish and discharge the Releasees from the Released Claims that any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have;
- (b) shall forever be enjoined from prosecuting in any forum any Released Claim against any of the Releasees; and
- (c) agree or covenant not to sue any of the Releasees on the basis of any Released Claims or to assist any third party in commencing or maintaining any suit against any of the Releasees related in any way to any Released Claim.

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

(3) Settlement Class Members 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 relating to the Released Claims as applicable.

### **Section 7.2 Covenant Not To Sue**

(1) Notwithstanding Section 7.1, upon the Effective Date, for any Settlement Class Members resident in any province or territory where the release of one tortfeasor is a release of all other tortfeasors, the Releasers do not release the Releasees but instead covenant and undertake not to make any claim in any way or to threaten, commence, institute, prosecute, participate in, maintain or continue any proceeding in any jurisdiction against the Releasees in respect of or in relation to the Released Claims, whether on their own behalf or as part of any putative, purported or certified class of purchasers or consumers.

### **Section 7.3 No Further Claims**

(1) Upon the Effective Date, the Releasers shall not now or hereafter institute, continue, provide assistance for, intervene in, 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, whether pursuant to the *Negligence Act*, RSBC 1996, c. 333, or other legislation, civil law or common law or in equity, in respect of any Released Claim, except for the continuation of the Proceeding against the Non-Settling Defendants, unnamed co-conspirators that are not Releasees or, if the Proceeding is not certified with respect to the Non-Settling Defendants, the continuation of the claims asserted in the Proceeding on an individual basis or otherwise against any Non-Settling Defendant or unnamed co-conspirator that is not a Releasee. For greater certainty, and without limiting the generality of the foregoing, the Releasers shall not assert or pursue a Released Claim against any Releasee under the laws of any foreign jurisdiction. For purposes of this Section, Class Counsel includes anyone employed by or a partner with the Class Counsel as of or subsequent to the Execution Date.

### **Section 7.4 Dismissal of the Proceeding**

(1) Upon the Effective Date, the Proceeding shall be dismissed with prejudice and without costs as against the Settling Defendant.

### **Section 7.5 Dismissal of Other Actions**

(1) Upon the Effective Date, when permitted in the jurisdiction where an Other Action has been filed, each Settlement Class Member 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 by any Settlement Class Member shall be dismissed against the Releasees, without costs and with prejudice.

(3) If requested by the Settling Defendant, Class Counsel shall cooperate with the Settling Defendant to seek orders recognizing and enforcing the Settlement Agreement and the orders of the

Court, as well as dismissal of Other Actions, in Canadian provinces or territories other than British Columbia.

### **Section 7.6 Obligation of Class Counsel Regarding Released Claims and Other Actions**

(1) If, at any time after the Effective Date, Class Counsel becomes aware of any steps being taken in any Other Actions to advance, prosecute or litigate Released Claims against one or more of the Releasees, Class Counsel shall, on notice to the Settling Defendant, seek prompt and appropriate case management steps in order to uphold this Settlement Agreement and to otherwise prevent interference with the progress of the Proceeding.

### **Section 7.7 Material Term**

(1) For the avoidance of doubt and without in any way limiting the ability of the Parties to assert that other terms in this Settlement Agreement are material terms (subject to Section 6.1(3)), the provisions in this SECTION 7 shall be considered a material term of the Settlement Agreement and the failure of the Court to approve such provisions shall give rise to a right of termination pursuant to Section 6.1 of the Settlement Agreement.

## **SECTION 8 – BAR ORDER**

### **Section 8.1 Bar Order**

- (1) Class Counsel shall obtain a bar order from the 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 Proceeding or any Other Actions, or otherwise, by any Non-Settling Defendant, any named or unnamed co-conspirator that is not a Releasee, any Settled Defendant or any other Person or party against a Releasee, or by a Releasee against any Non-Settling Defendant, any named or unnamed co-conspirator that is not a Releasee, any Settled Defendant, or any other Person or party, are barred, prohibited and enjoined;
  - (b) if the Court ultimately determines that a claim for contribution and indemnity or other claim over, whether in equity or in law, by statute or otherwise, is a legally recognized claim:
    - i) the Plaintiff and Settlement Class Members shall not be entitled to claim or recover from the Non-Settling Defendants, 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 Plaintiff 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 only, and shall only seek 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, those claims for damages (including punitive damages, if any), restitution, 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, if any, and, for greater certainty, the Plaintiff and Settlement Class Members shall be entitled to claim and seek to 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, if permitted by law; and

- iii) the Court shall have full authority to determine the Proportionate Liability of the Releasees at the trial or other disposition of the Proceeding, whether or not the Releasees remain in the 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 Proceeding and any determination by the Court in respect of the Proportionate Liability of the Releasees shall only apply in the Proceeding and shall not be binding in any other proceeding;
- (c) a Non-Settling Defendant may, on application to the Court and on at least thirty (30) business days' notice to Counsel for the Settling Defendant, and not to be brought unless and until the Proceeding against the Non-Settling Defendants has been certified and all appeals or time periods to appeal have been exhausted, seek orders for the following:
- i) documentary discovery and a list of Documents from the Settling Defendant in accordance with the Court's rules of procedure;
  - ii) oral discovery of a representative of the Settling Defendant, the transcript of which may be read in at trial;
  - iii) leave to serve a notice to admit on the Settling Defendant in respect of factual matters; and/or
  - iv) the production of a representative of the Settling Defendant to testify at trial, with such witness to be subject to cross-examination by counsel for the Non-Settling Defendants;
- (d) the Settling Defendant retains all rights to oppose any application brought pursuant to Section 8.1(1)(c), including any such application brought before or at trial seeking an order requiring the Settling Defendant to produce a representative to testify at trial. Moreover, nothing herein restricts the Settling Defendant from seeking a protective order to maintain confidentiality and protection of proprietary information in respect of Documents to be provided and/or information obtained from discovery in accordance with Section 8.1(1)(c);

- (e) on any application brought pursuant to Section 8.1(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 Defendant to the Plaintiff and Class Counsel within ten (10) days of such discovery being provided to a Non-Settling Defendant;
- (g) the Court will retain an ongoing supervisory role over the discovery process and the Settling Defendant will attorn to the jurisdiction of the Court for these purposes only; and
- (h) a Non-Settling Defendant may effect service of the application(s) referred to in Section 8.1(1)(c) on a Settling Defendant by service on Counsel for the Settling Defendant.

## **Section 8.2 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 Releasors against any Person other than the Releasees.

## **Section 8.3 Material Term**

(1) For the avoidance of doubt and without in any way limiting the ability of the Parties to assert that other terms in this Settlement Agreement are material terms (subject to Section 6.1(3)), the Parties acknowledge that the provisions in this SECTION 8 shall be considered a material term of the Settlement Agreement and the failure of the Court to approve such provisions shall give rise to a right of termination pursuant to Section 6.1 of the Settlement Agreement.

(2) Notwithstanding the foregoing, Subsections 8.1(1)(c) to 8.1(1)(h) shall not be considered a material term of this Settlement Agreement and the failure of the Court to approve a bar order provision corresponding to Subsections 8.1(1)(c) to 8.1(1)(h) shall not give rise to a right to termination pursuant to Section 6.1 of the Settlement Agreement.

## **SECTION 9 – EFFECT OF SETTLEMENT**

### **Section 9.1 No Admission of Liability**

(1) The Plaintiff 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 this Settlement Agreement is finally approved, is terminated, or otherwise fails to take effect for any reason, this Settlement Agreement and anything contained herein, and any and all negotiations, Documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be deemed, construed or interpreted to be an admission of any violation of any statute or law, or of any wrongdoing or liability by the Releasees, or of the truth of any of the claims or allegations contained in the Proceeding or any other pleading filed by the Plaintiff.

## **Section 9.2 Agreement Not Evidence**

(1) The Parties agree that, whether or not it is not approved, terminated or otherwise fails to take effect for any reason, this Settlement Agreement and anything contained herein, and any and all negotiations, Documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be referred to, offered as evidence or received in evidence in any pending or future civil, criminal or administrative action or proceeding, except in a proceeding to approve and/or enforce this Settlement Agreement, to defend against the assertion of Released Claims or claims precluded by the bar order in SECTION 8, as otherwise required by law or as provided in this Settlement Agreement.

## **Section 9.3 No Further Litigation**

(1) No Class Counsel, nor anyone currently or hereafter employed by or a partner with Class Counsel, may directly or indirectly propose, encourage, participate in, or be involved in or in any way assist with respect to any claim made or action commenced by any Person against the Releasees that relates to or arises from the Released Claims, except in relation to: i) the continued prosecution of the Proceeding against any Non-Settling Defendant or unnamed co-conspirators that are not Releasees; or ii) if the Proceeding is not certified or authorized, the continuation of the claims asserted in the Proceeding on an individual basis or otherwise against any Non-Settling Defendant or unnamed co-conspirator that is not a Releasee.

(2) Section 9.3(1) shall be inoperative only to the extent that it is inconsistent with Class Counsel's obligations under Section 3.2-10 of the Law Society of British Columbia's *Code of Professional Conduct for British Columbia*.

## **SECTION 10 – CERTIFICATION OR AUTHORIZATION FOR SETTLEMENT ONLY**

### **Section 10.1 Settlement Class and Common Issue**

(1) The Parties agree that the Proceeding shall be certified as a class proceeding as against the Settling Defendant solely for purposes of settlement of the Proceeding in respect of the Settling Defendant and the approval of this Settlement Agreement by the Court, and such certification shall not be used or relied on as against the Releasees for any other purpose or in any other proceeding.

(2) The Parties agree that in the application for certification of the Proceeding as a class proceeding and for the approval of this Settlement Agreement, the only common issue that the Plaintiff and Class Counsel will seek to define is the Common Issue and the only class that the Plaintiff and Class Counsel will assert is the Settlement Class.

(3) The Parties agree that the certification of the Proceeding as against the Settling Defendant for the purpose of implementing this Settlement Agreement shall not derogate in any way from the rights of the Plaintiff as against the Non-Settling Defendants or any other Persons or parties that are not Releasees, except as expressly set out in this Settlement Agreement.

(4) The Releasees retain all of their available objections, arguments, and defences with respect to class certification, and reserve all rights if the settlement set forth in this Settlement Agreement does not receive Court approval, if Court approval is reversed or vacated on appeal, or if this Settlement

Agreement is terminated or fails to take effect for any reason. The Parties acknowledge that there has been no consent to certification of any classes for any purpose other than effectuating this Settlement Agreement.

## **SECTION 11 – NOTICE TO SETTLEMENT CLASSES**

### **Section 11.1 Notices Required**

- (1) Class Counsel will give the proposed Settlement Class notice of:
  - (a) the certification of the Proceeding as a class proceeding as against the Settling Defendant for settlement purposes;
  - (b) the date of the hearing at which the Court will be asked to approve the Settlement Agreement;
  - (c) the principal elements of the Settlement Agreement;
  - (d) if they are brought with the hearing to approve the Settlement Agreement, the hearing to request the Court to approve Class Counsel Fees and Class Counsel Disbursements; and
  - (e) the ability of a Settlement Class Member to opt out of the Settlement Agreement.
- (2) If this Settlement Agreement is not approved, is terminated, or otherwise fails to take effect, the proposed Settlement Class shall be given notice of such event.

### **Section 11.2 Form and Distribution of Notice**

- (1) The Notice referred to in Section 11.1(1) shall be in English and in French, in a form agreed upon by the Parties and approved by the Court.
- (2) The Notice referred to in Section 11.1(1) shall be disseminated by a method agreed upon by the Parties and approved by the Court.
- (3) A copy of the Notice referred to in Section 11.1(1) shall be sent by direct mail or email to Persons who have commenced an Other Action and/or their counsel of record.

### **Section 11.3 Opt-Outs**

- (1) Persons who want to opt out must do so by sending a written election to opt-out (“**Election**”) by pre-paid mail, courier or email to Class Counsel at an address identified in the Notice. An Election to opt-out will only be valid if it is received by Class Counsel at the designated address on or before the Opt-Out Deadline.
- (2) The Election to opt-out must be signed by the person who wishes to opt-out and either: (i) in the form attached as Schedule “C”; or (ii) contain the following information in order to be valid:
  - (a) the Person’s full name, current address and telephone number;



- (b) a statement to the effect that the Person wishes to be excluded from the Proceeding;  
and
  - (c) the reasons for opting out.
- (3) Opt-out forms or documents that purport to opt-out multiple Class Members, or so-called “mass” or “class” opt-outs, shall not be permitted.
- (4) Class Counsel shall provide the Settling Defendant with copies of all Elections or opt-out forms received by Class Counsel at regular intervals and within five (5) business days of any request for same by Settling Defendant.
- (5) Upon the Settlement Approval Order becoming final, any Person who has not validly opted-out within the Opt-Out Deadline shall be bound by the terms of the Settlement Agreement.
- (6) With respect to any Person who validly opts-out, the Settling Defendant reserves all of its legal rights and defences.

## **SECTION 12 – ADMINISTRATION AND IMPLEMENTATION**

### **Section 12.1 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 Court on applications brought by Class Counsel.

## **SECTION 13 – CLASS COUNSEL FEES, CLASS COUNSEL DISBURSEMENTS AND ADMINISTRATION EXPENSES**

### **Section 13.1 Court Approval for Class Counsel Fees and Class Counsel Disbursements**

- (1) Class Counsel may seek the Court’s approval to pay Class Counsel Disbursements and Class Counsel Fees from the Trust Account contemporaneous with seeking approval of this Settlement Agreement or at such other time as it may determine in its sole discretion.
- (2) Class Counsel Disbursements and Class Counsel Fees may only be paid out of the Trust Account after the Effective Date.
- (3) The Settling Defendant will make no submission at, and will formally take no position during, any application brought by Class Counsel seeking the Court’s approval of Class Counsel Disbursements and Class Counsel Legal Fees.

### **Section 13.2 Administration Expenses**

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

(2) Notwithstanding Section 13.2(1), Class Counsel shall pay the costs of the Notice required by Section 11.1, including any related transaction costs, and, if required, the translation referred to in Section 14.11, from the Trust Account, as they become due.

### **Section 13.3 Responsibility for Fees, Disbursements and Taxes**

(1) Subject to Section 6.3, the Releasees shall not be liable for any Class Counsel Disbursements, Class Counsel Fees, Administration Expenses, fees, disbursements or taxes of the lawyers, experts, advisors, agents, or representatives retained by Class Counsel, the Plaintiff or the Settlement Class Members, and/or or any lien of any Person on any payment to any Settlement Class Member from the Settlement Amount.

## **SECTION 14 – MISCELLANEOUS**

### **Section 14.1 Application for Directions**

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

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

### **Section 14.2 Releasees Have No Liability for Administration**

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

### **Section 14.3 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.

### **Section 14.4 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 *Interpretation Act*, RSBC 1996, c. 238, the act may be done on the next day that is not a holiday.

#### **Section 14.5 Governing Law**

- (1) This Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

#### **Section 14.6 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.

#### **Section 14.7 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 Court.

#### **Section 14.8 Binding Effect**

- (1) This Settlement Agreement shall be binding upon, and enure to the benefit of, the successors and assigns of the Plaintiff and Settling Defendant. Without limiting the generality of the foregoing, each and every covenant and agreement made herein by the Plaintiff or Class Counsel shall be binding upon all Settlement Class Members and Releasors. The Releasees (other than the Settling Defendant which is a party hereto) are third party beneficiaries of this Settlement Agreement and are authorized to enforce its terms applicable to them.

#### **Section 14.9 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 electronic signature shall be deemed an original signature for purposes of executing this Settlement Agreement.

#### **Section 14.10 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.

### **Section 14.11 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.

### **Section 14.12 Recitals**

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

### **Section 14.13 Schedules**

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

### **Section 14.14 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 this Settlement Agreement with respect to the first Party's decision to execute this Settlement Agreement.

### **Section 14.15 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.

### **Section 14.16 Notice**

(1) Where this Settlement Agreement requires a Party to provide notice or any other communication or document to another, such notice, communication or document shall be provided by email, facsimile or letter by overnight delivery to the representatives for the Party to whom notice is being provided, as identified below:

For the Plaintiff and for Class Counsel in the Proceeding:

Anthony A. Vecchio, K.C.  
Saro J. Turner

Sam Jaworski  
SLATER VECCHIO LLP  
777 Dunsmuir Street, 18th Floor  
Vancouver, BC V7Y 1K4

Tel.: 604-602-5455  
Email: sjt@slatervecchio.com

For the Settling Defendant:

Joan Young, Neil Campbell, and  
Joshua Chad  
MCMILLAN LLP  
1055 West Georgia Street, Suite 1500  
Vancouver, BC, Canada  
V6E 4N7

Tel: 604.893.7639  
Email: joan.young@mcmillan.ca /  
neil.campbell@mcmillan.ca /  
joshua.chad@mcmillan.ca

**Section 14.17 Execution Date**

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

**KEVIN CHARLTON on his own behalf and on behalf of the Settlement Class by his counsel**

Signature of Authorized Signatory: \_\_\_\_\_

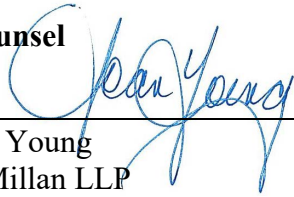
Name of Authorized Signatory:

Saro Turner  
Slater Vecchio LLP  
Class Counsel

**MUSASHI BOCKENAU GMBH & CO. KG by its counsel**

Signature of Authorized Signatory: \_\_\_\_\_

Name of Authorized Signatory:

  
Joan Young  
McMillan LLP  
Counsel for the Settling Defendant

**SCHEDULE "A"**

**FORM OF CERTIFICATION FOR  
SETTLEMENT PURPOSES AND NOTICE APPROVAL ORDER**

No. S-211884  
**Vancouver Registry**

*In the Supreme Court of British Columbia*

Between:

**KEVIN CHARLTON**

Plaintiff

and:

**MUSASHI BOCKENAU GMBH & CO. KG, HIRSCHVOGEL  
UMFORMTECHNIK GMBH, BHARAT FORGE CDP GMBH, AND  
BHARAT FORGE GLOBAL HOLDING GMBH**

Defendants

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

**ORDER MADE AFTER APPLICATION REGARDING  
MUSASHI CERTIFICATION FOR SETTLEMENT AND  
NOTICE OF SETTLEMENT APPROVAL HEARING**

BEFORE	)	THE HONOURABLE	)	dd/mm/yyyy
	)	MR. JUSTICE VEENSTRA	)	
	)		)	
	)		)	

ON THE APPLICATION of the plaintiff coming on for hearing at the Courthouse, 800 Smithe Street, Vancouver, BC, on [dd/mmm/yyyy] and on hearing [counsel appearing]; and on reading the

materials filed, including the Settlement Agreement; and on the consent of the Settling Defendant; and the Non-Settling Defendants taking no position;

**THIS COURT ORDERS** that:

1. For the purposes of this Order, except to the extent they are modified in this Order, the definitions set out in the settlement agreement dated [XY DATE] (the “**Settlement Agreement**”, attached as **Schedule “A”** to this Order), apply to and are incorporated into this Order.

**Certification for Settlement**

2. The Proceeding is certified as a class proceeding as against Musashi Bockenau GmbH & Co. KG (the “**Settling Defendant**”) for settlement purposes only.

3. The Settlement Class is defined as:

All Persons resident in Canada during the Class Period\* who purchased or leased an automobile, or purchased Replacement Parts\*, containing Forged Steel Products \*manufactured, marketed, distributed and/or sold by the Defendants\*, except Excluded Persons\* (the "**Class**" and "**Class Members**").

\*As defined in the Settlement Agreement.

4. Kevin Charlton is appointed as the representative plaintiff for the Settlement Class.

5. Slater Vecchio LLP is appointed class counsel on behalf of the Class (“**Class Counsel**”).

6. The Proceeding is certified on the basis of the following issue common to the Settlement Class:

Did the Settling Defendant participate in an unlawful conspiracy 1) to fix, maintain, increase or control the price for the supply of certain Forged Steel Products, 2) to allocate sales, territories, customers or markets for the production or supply of certain Forged Steel Products, 3) to fix, maintain, control, prevent, lessen or eliminate the production or supply of certain Forged Steel Products, and/or 4) to rig bids for certain Forged Steel Products, from as early as

October 2002 until at least the date of the Settlement Agreement, contrary to Part VI of the *Competition Act* and the common law and/or the civil law during the Class Period? If so, what damages, if any, are payable by the Settling Defendant to the Settlement Class Members? (the “**Common Issue**”).

7. The certification of the Proceeding as against the Settling Defendant for settlement purposes pursuant to this Order, including the definition of the Settlement Class, the Class Period and the Common Issue, is without prejudice to the rights and defences of the Non-Settling Defendants in connection with the ongoing Proceeding.

8. This Order is binding upon each Settlement Class Member including those Persons who are minors or mentally incapable and the requirements of Rule 20-2 of the Supreme Court Civil Rules are dispensed with in respect of the Proceeding.

9. Opt-outs must be made in accordance with Section 11.3 of the Settlement Agreement.

#### **Notices of Certification for Settlement and Settlement Approval Hearing**

10. The English and French versions of the long-form Notice of Certification and Settlement Approval Hearing substantially in the form attached hereto as Appendix “**1**” is approved.

11. The English and French version of the short-form Notice of Certification and Settlement Approval Hearing substantially in the form attached hereto as Appendix “**2**” is approved.

12. The Plan of Dissemination of the Notice of Certification and Settlement Approval Hearing in the form attached as Appendix “**3**” is approved and the Notice of Certification and Settlement Approval Hearings shall be disseminated in accordance with the Plan of Dissemination.

13. Endorsement of this Order by counsel for the Non-Settling Defendants shall be 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:

---

Signature of lawyer for the plaintiff

Saro Turner

---

Signature of lawyer for Musashi Bockenau GmbH & Co. KG

Joan Young

By the Court

Registrar

**APPENDIX 1 (of Schedule A) – Long-Form Notice of Certification and Settlement Approval Hearing**

**NOTICE OF CERTIFICATION AND SETTLEMENT APPROVAL HEARING IN THE CANADIAN FORGED STEEL PRODUCTS LITIGATION**

**If you purchased a vehicle, anywhere in Canada, containing forged steel products or a replacement part for your vehicle that was made from forged steel products between 2002 until {DATE}, you may be affected by this class action settlement**

The Supreme Court of British Columbia has approved this Notice.

**The proposed Settlement Approval Order of the Court will bind all Class Members who do not opt out of the proceeding.**

Your legal rights and options concerning this proposed settlement:

1. Opt Out	If you do not wish to participate under the terms of the Settlement Agreement, you must submit an Opt Out Form by <b>X DATE</b> .  Opting out will preserve your rights to independently sue Musashi and the other defendants for alleged price-fixing conduct, but you will no longer be part of the class action proceeding or the settlement. Opt out forms are available on the Class Action Website or by contacting Class Counsel.
2. Object	If you object to any of the terms of the Settlement Agreement, you have the right to communicate your Objection by <b>X DATE</b> .  All Objections received before X date will be provided to the Court for consideration of the proposed Settlement.
3. Do Nothing	If you do not opt out of this class action and the Court approves settlement, you will be deemed to have released Musashi from liability as outlined in the Settlement Agreement and if distribution of the Settlement Funds is ordered, you will be entitled to a portion of the settlement as a class member.

The following pages provide more information on the Class Action and the Settlement Agreement.

## **BASIC INFORMATION ABOUT THE SETTLEMENT**

### **1. What is a class action?**

A class action is a lawsuit filed by one person on behalf of a group of people who have the same legal claims.

### **2. What is this Forged Steel Price-Fixing Class Action about?**

A class action was started in British Columbia claiming that certain manufacturers of forged steel products conspired to fix the prices of these products, which then raised the prices of the vehicles containing the forged steel products manufactured, marketed, distributed and/or sold by the defendants, and the replacement parts for such vehicles. All Canadian residents in all provinces and territories who were affected by the alleged conspiracy are included in the case. The Forged Steel Product Proceeding asks that the Court require these companies to return extra money that they may have received due to this alleged conspiracy.

This Settlement is the first proposed settlement in this class action.

### **3. What is a Forged Steel Product?**

A product made of forged steel is any product or part made of steel metal that is hammered and forced into a certain shape. Forged steel products are often used in vehicles and typical forged steel vehicle parts include chassis, drive trains, engines, transmissions, axels, suspension parts, brakes, wheels, connecting rods, yoke ends, damper parts, steering knuckles, rocker arms, wheel hubs, control arms, and others.

In this class action, a “Forged Steel Product” includes forged steel and steel alloys in various states of processing, from semi-finished steel products in need of further machine processing, to finished steel products that require no further machine processing, for use as parts in motor vehicles.

## **WHO IS INCLUDED IN THIS SETTLEMENT?**

### **4. Who is included in this Settlement?**

The Forged Steel Product Proceeding was certified against Musashi by consent for the purpose of implementing a settlement agreement.

The settlement class for the claims against Musashi includes anyone in Canada who bought or leased a vehicle, or who purchased vehicle replacement parts, that contained forged steel products manufactured, marketed, distributed and/or sold by the defendants including Musashi.

### **5. What if I am not sure whether I am included in this Settlement?**

If you are not sure whether you are included in this Settlement, you may call Class Counsel directly or at the following toll-free phone number: XXXX, or by email: XXXX, or you may visit (dedicated website).

## SETTLEMENT BENEFITS

### 6. What does the Settlement provide?

A settlement is when a defendant agrees to pay money to the members of the class action in exchange for being released from the case.

Musashi has agreed to settle the claims made against it in exchange for a full release of the claims against it and their related entities relating to the alleged price fixing of forged steel products. Musashi agreed to pay CDN \$595,000 for the benefit of the settlement class. Musashi also agreed to provide cooperation to the Plaintiff in pursuing the Forged Steel Products Proceeding against the remaining defendants. The settlement is a resolution of a contested claim and Musashi does not admit any liability, wrongdoing or fault.

Class Counsel will request approval from the Court to have the settlement amount held in trust for future benefit of the Class.

### 7. Fees Approval

All legal fees and disbursements including those of Class Counsel are subject to Court approval. Class members do not have to pay the lawyers working on the class action any money. The lawyers working on the class action will be paid from the money collected in the class action.

### 8. What Steps Should I take Now?

If you want to be a member of the Forged Steel Product Proceeding, you do not need to do anything further. Settlement class members who do not oppose the proposed settlement need not appear at the settlement approval hearing or take any action at this time. The Court's approval of this Settlement is binding on all class members who do not opt out of the proceedings by (Opt-Out date).

If you do **NOT** opt out of the proceeding and the Settlement, as described below, you will be unable to advance a lawsuit of your own relating to harms caused through the alleged price-fixing of Forged Steel Products. In addition, you will be deemed to have "released" Musashi from liability for all harms suffered by you as a result of purchasing Forged Steel Products.

In return however, and if eligible, you will be entitled to receive compensation for the harms that you experienced, if such compensation is ordered distributed by the Court.

The Settlement Agreement provides a specific description of the Release. Please read the Settlement Agreement carefully and contact Class Counsel if you have any questions. The details of the Release are also available in the Order of the Supreme Court of British Columbia approving the Settlement.

## 9. What is the Settlement Approval process?

The Court must approve the settlement before it is final. The Final Approval Hearing to consider approval of the settlement and of the lawyer's fees will be held at **X Court, on X date at X time**.

For more information on the locations and times of the hearings, visit **WEBSITE** or call the number **X**.

If you do not oppose the proposed settlement, as mentioned above, you do not need to do anything. If you want to tell the Court what you think about the proposed settlement or speak to the Court at the hearing mentioned above, you must send your written submissions to the lawyers working on the class action by **[DATE]** at the latest. If you do not file a written submission by **[DATE]**, you may not be entitled to participate in the settlement approval hearing. Contact information for the lawyers can be found below at question 11. The lawyers will file all such submissions with the Court.

## OPTING OUT

### 10. What if I do not want to be in the Class Action?

The Order of the Court will bind all of the Class Members who do **not** opt out of the proceeding.

If you are a Class member, you can remove yourself from the class action proceeding and the Settlement by delivering a signed and dated Opt-Out Form before the Opt-Out Deadline. The **Opt-Out Period** is ninety (90) days after **[INSERT DATE OF PUBLICATION OF NOTICE]**.

More information on the Opt-Out Deadline and process is available at **(Designated Website)** or by contacting Class Counsel. Further, a copy of the Opt-Out Form is available on request through Class Counsel.

## THE LAWYERS REPRESENTING YOU

### 11. Who are the lawyers for the plaintiffs?

Slater Vecchio LLP was appointed as Class Counsel by Justice Veenstra of the Supreme Court of British Columbia on **X** date. You may contact Class Counsel at:

**Vancouver Office Mail Address**

Designated Email for Settlement

Designated phone line for Settlement

**There is no charge to speak to Class Counsel.**

## **MORE INFORMATION**

### **12. How do I get more information?**

This Notice summarizes the Settlement. More details are in the Settlement Agreement.

You can get a copy of the Settlement Agreement and the Decision of the Supreme Court of British Columbia at (Dedicated website).

You can also send questions to Class Counsel by:

Vancouver Office Mail Address

Designated Email for Settlement

Designated phone line for Settlement

## APPENDIX 2 (of Schedule A) – Short-Form Notice of Certification and Settlement Approval Hearing

**Did you purchase a vehicle, anywhere in Canada containing forged steel products or a replacement part for your vehicle that was made from forged steel products between 2002 and [date]?**

If yes, then you may be entitled to compensation.

---

### What is a class action?

---

A class action is a lawsuit filed by one person on behalf of a group of people who have the same legal claims.

---

### What is this class action about?

---

This class action alleged that certain manufacturers of forged steel products conspired to fix the prices of these products, which then raised the prices of the vehicles containing the forged steel products manufactured, marketed, distributed and/or sold by the defendants, and the replacement parts for such vehicles.

---

### Who is in the Class?

---

The court in British Columbia has certified the proceeding as a class proceeding against Musashi for settlement purposes only. The settlement class for the claims against Musashi includes anyone in Canada who bought or leased a vehicle, or who purchased vehicle replacement parts, that contained forged steel products manufactured, marketed, distributed and/or sold by the defendants including Musashi between 2002 and [date]

---

### What is a forged steel product?

---

A product made of forged steel is any product or part made of steel metal that is hammered and forced into a certain shape. Forged steel products produced by Musashi are found in vehicles and typical forged steel car parts include engine,

transmission, axle, and suspension parts, among others.

---

### What is the status of the class action?

---

Settlement has been reached with Musashi. It is the first defendant to enter into a settlement for this class action.

---

### The Settlement

---

Musashi has agreed to pay CDN \$595,000 to settle the claims against it. The settlement is a resolution of a contested claim and Musashi does not admit any liability, wrongdoing or fault.

---

### What is the Settlement Approval process?

---

The Court must approve the settlement before it is final. The Final Approval Hearing to consider approval of the settlement which may also address the lawyer's fees will be held at **X Court, on X date at X time**. Class Counsel will request to have held in trust for future benefit of the Class. For more information on the locations and times of the hearings, visit **WEBSITE** or call **X**.

---

### What if I want to exclude myself or object to the proposed settlement terms?

---

**Opt-Out** - If you do NOT want to participate in this class action proceeding and be bound by the settlement between Musashi and the Class, you have the right to opt out before **X date**.

**Objections** - If you object to the terms of the settlement, you may communicate your objection before **X date**.

To opt out of the Settlement, or to deliver an objection or provide any other comments to the Court about the Settlement, please visit the **WEBSITE** for more information.

---

### **What happens if I do nothing?**

---

If you are a class member and you do nothing, you will be bound by the terms of the Settlement if it is approved. You will not be able to bring your own lawsuit against the defendants for the actions that are alleged in this case. You will become part of the settlement class and share in any distribution of settlement funds (if any).

---

### **Where can I get more information?**

---

More information and registration for updates is available by visiting **X website**, calling the **number below** or sending **an email to X**.



### **APPENDIX 3 (of Schedule A) – Plan of Dissemination of the Notice of Certification and Settlement Approval Hearing**

The Notice of Certification and Settlement Approval Hearing will be disseminated to Class Members as follows:

#### ***Direct Mail and/or Email:***

1. The Long Form Notice will be sent by direct mail and/or e-mail to:
  - a. all persons who have directly contacted Class Counsel about the litigation as well as any other potentially interested parties identified by Class Counsel; and
  - b. all persons or organizations who request a copy of the Notice;

#### ***Press Release:***

2. A Press Release with the Short Form notice will be distributed to major news and broadcast outlets across Canada, in English and French, on Canada Newswire with promotion through social media feeds.

#### ***Digital and Social Media:***

3. There will be a digital distribution of a banner ad on media websites within the Google Display Network, the Facebook network, and to news media websites within the PostMedia network for a period of thirty (30) days, with a target of a minimum [# number] unique impressions. The banner ad will be provided in English and/or French as applicable and may be modified as necessary to fit the dimensions and specifications as required by particular websites and media providers. The banner ad will redirect class members to the settlement websites where they will be able to consult the Long Form Notice among other case documents.
4. A link to the settlement website will be posted on Class Counsel's social media accounts (including, but not limited to, LinkedIn, Twitter, Facebook and Instagram).
5. The short form notice will be published through means of a discussion board post in appropriate Canadian car-based forums, such as Wheels.ca, Automotive News Canada, CAA-Quebec and Le Guide de L'auto.

#### ***Websites:***

6. The Long Form Notice, a copy of the settlement agreement entered into by the parties, a copy of the Certification for settlement purposes and the settlement approval process will be posted to the settlement website at [\[WEBSITE\]](#), in English and French, where applicable.

#### ***Associations/Organizations:***

7. The Long Form Notice will be provided to the following consumer organizations, in English and in

French, requesting voluntary distribution to their membership and/or that a copy of the Notice or information about the actions be posted on their website:

- i. The Consumers' Association of Canada; and
- ii. The Consumers' Council of Canada.

9. The Long Form Notice will be provided to the following industry associations, in English or in French, as appropriate for each association, requesting voluntary distribution to their membership and/or that a copy of the Notice or information about the action be posted on their website.

- (i) Automobile Protection Association;
- (ii) Alberta Motor Vehicle Industry Council (AMVIC);
- (iii) Motor Vehicle Sales Authority of British Columbia;
- (iv) Ontario Motor Vehicle Industry Council;
- (v) Canadian Automobile Association (CMA);
- (vi) Alberta Motor Association (AMA);
- (vii) British Columbia Automobile Association (BCAA);
- (viii) CAA Saskatchewan;
- (ix) CAA Manitoba;
- (x) CAA South Central Ontario;
- (xi) CAA Niagara;
- (xii) CAA North & East Ontario;
- (xiii) CAA Quebec;
- (xiv) CAA Atlantic;
- (xv) Automobile Journalists Association of Canada;
- (xvi) Consumer Interest Alliance Inc.;
- (xvii) Consumers' Association of Canada;

- (xviii) Consumer Council of Canada;
- (xix) Union des consommateurs;
- (xx) Option Consommateurs;
- (xxi) Protegez Vouz;
- (xxii) Canadian Automotive Dealers Association;
- (xxiii) Motor Dealers' Association of Alberta;
- (xxiv) Trillium Automobile Dealers Association;
- (xxv) La Corporation des Concessionnaires d'Automobiles du Quebec;
- (xxvi) Manitoba Motor Dealer Association;
- (xxvii) New Brunswick Automotive Dealers Association;
- (xxviii) Nova Scotia Automotive Dealers Association;
- (xxix) Prince Edward Island Automotive Dealers Association;
- (xxx) Newfoundland & Labrador Automotive Dealers Association;

**SCHEDULE “B”**

**FORM OF SETTLEMENT APPROVAL ORDER**

No. S-211884  
**Vancouver Registry**

*In the Supreme Court of British Columbia*

Between:

**KEVIN CHARLTON**

Plaintiff

and:

**MUSASHI BOCKENAU GMBH & CO. KG, HIRSCHVOGEL  
UMFORMTECHNIK GMBH, BHARAT FORGE CDP GMBH, AND  
BHARAT FORGE GLOBAL HOLDING GMBH**

Defendants

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

**ORDER MADE AFTER APPLICATION FOR  
APPROVAL OF MUSASHI SETTLEMENT AGREEMENT**

BEFORE	)	THE HONOURABLE	)	dd/mm/yyyy
	)	MR. JUSTICE VEENSTRA	)	
	)		)	
	)		)	

ON THE APPLICATION of the plaintiff coming on for hearing at the Courthouse, 800 Smithe Street, Vancouver, BC, on [dd/mm/yyyy] and on hearing [counsel appearing]; and on reading the materials filed, including the Settlement Agreement; and on the consent of the Settling Defendant; and the Non-Settling Defendants taking no position;

This Court certified the Proceeding as a class proceeding as against Musashi Bockenau GmbH & Co. KG (the “Settling Defendant”) for settlement purposes only on ●, 2023.

Settlement Class Members were previously provided with the opportunity to opt-out of the Proceeding. The deadline for opting-out was ●. No persons opted-out of the Proceeding.

Settlement Class Members were advised of the right to object to the Settlement Agreement. The deadline for objecting was ●. Class Counsel received ● objections.

THIS COURT ORDERS that:

1. Except to the extent they are modified by this Order, the definitions set out in the settlement agreement reached with the Settling Defendant in relation to Supreme Court of British Columbia (Vancouver Registry) Court File No. S-211884 (the “**Proceeding**”), dated ●, 2023 (the “**Settlement Agreement**”, attached as Schedule “A”) apply to and are incorporated into this Order.
2. In the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail.
3. The Settlement Agreement is fair, reasonable and in the best interests of the Settlement Class.
4. The Settlement Agreement is approved pursuant to section 35 of the *Class Proceedings Act*, RSBC 1996, c. 50 as amended and shall be implemented and enforced in accordance with its terms.
5. The Settlement Agreement is incorporated by reference to and forms part of this Order and is binding upon the Plaintiff and all Settlement Class Members.
6. This action is hereby dismissed against the Settling Defendant with prejudice and without costs against any party.
7. Upon the Effective Date,
  - (a) each Settlement Class Member shall be deemed to have irrevocably consented to the dismissal of any Other Actions he, she or it has commenced as against the Releasees, without costs and with prejudice; and

- (b) each Other Action commenced in British Columbia by any Settlement Class Member shall be and is hereby dismissed against the Releasees, without costs and with prejudice.

8. This Order, including the Settlement Agreement, is binding upon each member of the Settlement Class including those Persons who are minors or mentally incapable and the requirements of Rule 20-2 of the *Supreme Court Civil Rules* are dispensed with in respect of the Proceeding.

9. Upon the Effective Date, in accordance with the Settlement Agreement, each Releasor (a) covenants to finally, fully, forever and absolutely waive, release, relinquish and discharge the Releasees from the Released Claims that any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have; (b) will be enjoined forever from prosecuting in any forum any Released Claim against any of the Releasees; and (c) agrees or covenants not to sue any of the Releasees on the basis of any Released Claims or to assist any third party in commencing or maintaining any suit against any of the Releasees related in any way to any Released Claim. Each Releasor acknowledges that they may hereafter discover facts in addition to, or different from, those facts which they know or believe to be true regarding the subject matter of the Settlement Agreement, and it is their intention to release fully, finally and forever all Released Claims and, in furtherance of such intention; this release shall be and remain in effect notwithstanding the discovery or existence of additional or different facts. The terms "**Effective Date**", "**Releasors**", "**Releasees**" and "**Released Claims**" are prescribed the same meaning as provided in the Settlement Agreement and the use of these terms in this Order is a matter of form only for consistency with the Settlement Agreement.

10. Upon the Effective Date, each Releasor shall not now or hereafter institute, continue, provide assistance for, intervene in, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other Person, any proceeding, 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*, RSBC 1996, c. 333, *Quebec Code of Civil Procedure* or other legislation or at common law or equity in respect of any Released Claim, except for the

continuation of the Proceeding against the Non-Settling Defendants, named or unnamed alleged co-conspirators who are not Releasees or, if the Proceeding is not certified with respect to the Non-Settling Defendants, the continuation of the claims asserted in the Proceeding on an individual basis or otherwise against any Non-Settling Defendant or named or unnamed co-conspirator that is not a Releasee.

11. 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 Proceeding, or any Other Action, or otherwise by any Non-Settling Defendant, any Settled Defendant, any named or unnamed co-conspirators who are not Releasees or any other Person or party, against a Releasee, or by a Releasee against a Non-Settling Defendant, any Settled Defendant, any named or unnamed co-conspirators who are not Releasees or any other Person or party, are barred, prohibited and enjoined in accordance with the terms of this Order.

12. If this Court ultimately determines that a claim for contribution and indemnity or other claim over, whether in equity or in law, by statute or otherwise, is a legally recognized claim:

- (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 section 36 of the *Competition Act*) that corresponds to the Proportionate Liability, as defined in the Settlement Agreement, 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 only, and shall only seek 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, those claims for damages (including punitive damages, if any), restitution, 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 Settlement Class Members, if any, and, for greater certainty, the Settlement Class Members shall be entitled to claim and seek to 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, if permitted 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 Proceeding, whether or not the Releasees remain in the 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 Proceeding and any determination by this Court in respect of the Proportionate Liability of the Releasees shall only apply in the Proceeding and shall not be binding on the Releasees in any other proceeding.

13. 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 Settlement Class Members in the Proceeding or the rights of the Plaintiff and the Settlement Class Members to oppose or resist any such arguments, except as provided for in this Order.

14. A Non-Settling Defendant may, on application to this Court determined as if the Settling Defendant remained a party to the Proceeding and on at least thirty (30) business days' notice to Counsel for the Settling Defendant, and 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:

- (a) documentary discovery and a list of documents in accordance with the *Supreme Court Civil Rules* from the Settling Defendant;
- (b) oral discovery of a representative of the Settling Defendant, the transcript of which may be read in at trial;



- (c) leave to serve a notice to admit on the Settling Defendant; and/or
- (d) the production of a representative of the Settling Defendant to testify at trial, with such witness to be subject to cross-examination by counsel for the Non-Settling Defendants.

15. The Settling Defendant retains all rights to oppose such application(s) brought under paragraph 14. Moreover, nothing herein restricts the Settling Defendant from seeking a protective order to maintain confidentiality and protection of proprietary information in respect of documents to be produced and/or information obtained from discovery in accordance with paragraph 14. Notwithstanding any provision in this Order, on any application brought pursuant to paragraph 14 the Court may make such orders as to costs and other terms as it considers appropriate.

16. A Non-Settling Defendant may effect service of the application(s) referred to in paragraph 14 above on the Settling Defendant by service on their counsel of record in the Proceeding.

17. For the purposes of administration and enforcement of the Settlement Agreement and this Order, this Court will retain an ongoing supervisory role and the Settling Defendant and the other Releasees acknowledge 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.

18. Except as provided herein, this Order does not affect any claims or causes of action that any Settlement Class Member has or may have against the Non-Settling Defendants or unnamed co-conspirators who are not Releasees in the Proceeding.

19. The Releasees have no responsibility for and no liability whatsoever relating to:

- (a) the administration of the Settlement Agreement;
- (b) the administration, investment, or distribution of the Trust Account; or
- (c) the Distribution Protocol.

20. Class Counsel and the Claims Administrator shall hold the Settlement Amount, plus any accrued interest, in trust for the benefit of the Settlement Class and the Settling Defendant, as applicable, and make only such payments therefrom as are provided for in the Settlement Agreement, pending further orders of the Court.

21. This Order shall be declared null and void and of no force and effect on subsequent application made on notice in the event that the Settlement Agreement is terminated in accordance with its terms.

22. The Proceeding is hereby dismissed against the Settling Defendant without costs and with prejudice.

23. The approval of the Settlement Agreement and any reasons given in relation thereto, except any reasons given in connection with paragraphs 11 to 16 of this Order, are without prejudice to the rights and defences of the Non-Settling Defendants in connection with the Proceeding and, without restricting the generality of the foregoing, may not be relied on by any person to establish jurisdiction, the criteria for certification (including class definition) or the existence or elements of the causes of action asserted in the Proceeding, as against the Non-Settling Defendants.

24. Endorsement of this Order by counsel for the Non-Settling Defendants shall be dispensed with.

---

Signature of lawyer for the plaintiff

Saro Turner

---

Signature of lawyer for Musashi Bockenau GmbH & Co. KG

Joan Young

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:

By the Court Registrar

## SCHEDULE “C”

### OPT-OUT FORM

Musashi Bockenau GmbH & Co. KG Class Action Settlement

Court File No.: Vancouver Registry No. S-211884

If you submit this form, you will remove yourself from the Musashi Class Action settlement and will not be able to receive any compensation distributed, if so ordered by the Court.

This is **NOT** a claim form. **This is an Opt-Out Form.** If you submit this Form, you can still sue Musashi for alleged conspiracy to fix prices on Forged Steel Products but you will **not** be able to participate in any of the benefits from this Musashi Settlement.

For more information on the proposed Settlement, please visit [Designated website]

#### How do I submit the Opt-Out form?

If you want to opt-out of the proposed Settlement, you must fill out and send this Form to Slater Vecchio LLP **no later than [Opt-Out deadline]**. If this Form is not postmarked or received by this date, you will be part of the class action and may be eligible for the benefits under the Settlement Agreement.

You can submit this Form in one of three ways:

1. By email to [designated email]. Please fill out the enclosed pages, scan the document and email it as an attachment.
2. By mail to:  
  
C/O Musashi Class Action Opt-Out Forms  
[Slater Vecchio Mailing address]
3. By fax to: [Slater Vecchio Fax number] Attn: Musashi Class Action Opt-Out Forms.

**This Form must be received by Class Counsel or postmarked no later than [Opt-Out Deadline].**

**[CREATE FILLABLE PDF BEFORE DISTRIBUTING]**

### Opt-Out Form

I understand that by checking the box below, I will **OPT OUT** of the class action related to the alleged price fixing conspiracy of Forged Steel products manufactured by Musashi.

**I understand that by opting out:**

- I will not be a Class Member and will not be eligible to participate in any future benefits of the proposed Settlement.
- I will retain my rights to independently sue Musashi for any harms I experienced as a result of the prices of Forged Steel.

**I hereby opt out of the Musashi class action**

By signing this form, I acknowledge that I have reviewed and understand the Notice materials published online and in other formats.

---

Date (mm/dd/yyyy)

Signature (Class Member or Estate Trustee/Guardian)

**Class Member Information:**

---

Last Name

First Name

Middle Initial

Date of Birth (mm/dd/yyyy)

---

Street Address

---

City

Province/Territory

Postal Code

( )

---

Phone Number

Email Address