

No S-1710805  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

Between

RYAN KETT, ERIK OUN AND JIM WONG

PLAINTIFFS

and

KOBE STEEL, LTD., SHINKO ALUMINUM WIRE CO., LTD., SHINKO WIRE STAINLESS  
COMPANY, LTD., AND NIPPON KOSHUHA STEEL CO., LTD.

DEFENDANTS

Brought under the *Class Proceedings Act*, R.S.B.C. 1996, c. 50

BEFORE     )                     )                     )                     )  
              )             THE HON. JUSTICE D. MACDONALD     )                     )                     )                     )  
              )                     )                     )                     )

**ORDER**

ON THE APPLICATION of the Plaintiffs coming on for hearing before the Honourable Madam Justice D. MacDonald at the Courthouse at 800 Smithe Street, Vancouver, B.C., on 05/DEC/2019, on reading the materials filed, including the settlement agreement dated as of June 7, 2019 (“Settlement Agreement”), and on hearing Mathew P. Good and Aden H. Klein, for the Plaintiffs; and James Sullivan QC, Robin Reinertson (by telephone), and Parmida Elahi, for the Defendants; and on being advised that the Plaintiffs and Defendants consent to this Order:

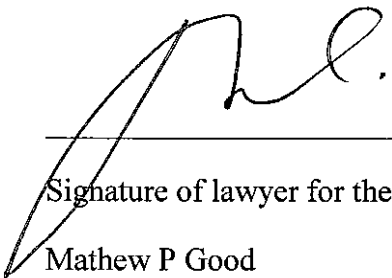
THIS COURT ORDERS THAT:

1. all capitalized terms in this Order have the same meaning as defined in the Settlement Agreement attached as Schedule “A” to this Order, and apply to and are incorporated into this Order;
2. this action is certified as a class proceeding for settlement purposes only, pursuant to the *Class Proceedings Act*, R.S.B.C. 1996, c. 50, as amended;
3. the class is defined as: All persons in Canada (excluding Quebec) who (1) purchased or leased a new or used vehicle manufactured by Toyota (including Lexus), Honda (including Acura), Subaru, Mazda, Mitsubishi, Nissan (including Infiniti), Kia, Hyundai, Tesla or GM, or (2) purchased parts or replacement parts containing automotive metal manufactured by the Defendants, between 2002 and 2018 (the “National Class”);
4. Ryan Kett, Erik Oun and James Wong are appointed as the representative plaintiffs for the National Class;
5. the following question is certified as a common issue for settlement purposes only:

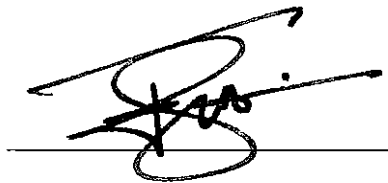
Whether the defendants misrepresented to automobile manufacturers that their metal products met certain specifications or technical standards, when they in fact did not, between 2002 and 2018?
6. any person who is a putative member of the National Class who wishes to opt out must do so by delivering a written election to Class Counsel by pre-paid mail, courier or email at the address specified in the long form notice of settlement approval attached as Schedule B to the Settlement Agreement by [date] (“Long Form Notice”). The written election to opt out must either be in the form attached as Schedule C to the Settlement Agreement, or include the information specified in the Long Form Notice;
7. the short form (publication) notice and long form notices are hereby approved substantially in the forms attached as Schedule B to the Settlement Agreement;

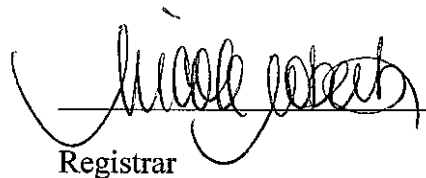
8. the plan for disseminating the short form and long form notice provided for in Section 11 of the Settlement Agreement is approved; and
9. this Order is contingent upon a parallel order being made by the Quebec Court, and the terms of this Order shall not be effective unless and until such order is made by the Quebec Court.

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 Plaintiffs  
Mathew P Good

By the Court: 

  
\_\_\_\_\_  
Signature of lawyer for the Defendants  
James Sullivan QC

  
\_\_\_\_\_  
Registrar



Schedule "A"

**CANADIAN NATIONAL SETTLEMENT AGREEMENT**

Made as of June 7, 2019

Between

**RYAN KETT, ERIK OUN, JAMES (JIM) WONG and DANIELLE DALLAIRE**  
(the "Plaintiffs")

and

**KOBE STEEL, LTD., SHINKO ALUMINUM WIRE CO., LTD., SHINKO WIRE  
STAINLESS COMPANY, LTD., and NIPPON KOSHUHA STEEL CO. LTD.**  
(the "Settling Defendants")

**RECITALS**

WHEREAS Ryan Kett, Erik Oun, James (Jim) Wong commenced the BC Proceeding on November 21, 2017 as a proposed class proceeding;

WHEREAS Nancy Curran commenced the Ontario Proceeding on November 22, 2017 as a proposed class proceeding;

WHEREAS Danielle Dallaire will commence the Quebec Proceeding as a proposed class proceeding;

WHEREAS the BC Proceeding was discontinued by consent against the former Defendants Shinko Metal Products Co., Ltd. and Kobelco & Materials Copper Tube Co. as of December 3, 2018;

WHEREAS the Plaintiffs allege in the BC Proceeding that between at least 2002 and 2018, the Settling Defendants misrepresented to automobile manufacturers that their metal products met certain specifications or technical standards, when they in fact did not, and thereby caused loss to the Plaintiffs and Class Members;

WHEREAS the Settling Defendants deny the allegations and do not admit, through the execution of this Settlement Agreement or otherwise, any unlawful conduct, liability, wrongdoing, or fault of any kind by any of the Settling Defendants, as alleged in the Proceedings or otherwise;

WHEREAS despite the Settling Defendants' belief that the allegations advanced in the Proceedings are unfounded and that they have good and reasonable defences both to certification and on the merits, the Settling Defendants have agreed to enter into this Settlement Agreement to achieve a final nation-wide resolution of all claims asserted or which could have been asserted against them, individually or collectively, by the Plaintiffs in the Proceedings, and to avoid further expense, inconvenience and the distraction of burdensome and protracted litigation;

WHEREAS the Parties intend by this Settlement Agreement to resolve all past, present and future claims of the Plaintiffs and Class Members arising out of or relating to the Proceedings;

WHEREAS the Parties, with counsel, attended a mediation conducted with an experienced mediator, and engaged in arm's-length settlement discussions and negotiations, that resulted in this Settlement Agreement, which includes all of the terms and conditions of the settlement between the Settling Defendants and the Plaintiffs, both individually and on behalf of the Class Members they seek to represent, subject to the approval of the BC Court, the Quebec Court, and the entry of a Recognition and Enforcement Order by the Ontario Court;

WHEREAS the Plaintiffs and Class Counsel have reviewed and fully understand the terms of this Settlement Agreement and, based on their analyses of the facts and law applicable to the Plaintiffs' claims, and having regard to the burden and expense in litigating the Proceedings, including the risks and uncertainties associated with certification, trials and appeals, the Plaintiffs and Class Counsel have concluded that this Settlement Agreement is fair, reasonable, and in the best interests of the Plaintiffs and Class Members;

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 all claims of the Plaintiffs and Class Members in the Proceedings be settled and dismissed with prejudice without costs, subject to the approval of the Courts, on the following the terms and conditions:

#### **Section 1 Definitions**

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

- (a) **BC Court** means the Supreme Court of British Columbia;
- (b) **BC Proceeding** means *Ryan Kett, Erik Oun and Jim Wong v. Kobe Steel, Ltd., Shinko Aluminum Wire Co., Ltd., Shinko Wire Stainless Company, Ltd., and Nippon Koshuha Steel Co. Ltd.*, Supreme Court of British Columbia No. S-1710805;
- (c) **National Class** means all persons in Canada (excluding Quebec) who (1) purchased or leased a new or used vehicle manufactured by Toyota (including Lexus), Honda (including Acura), Subaru, Mazda, Mitsubishi, Nissan (including Infiniti), Kia, Hyundai, Tesla or GM, or (2) purchased parts or replacement parts containing automotive metal manufactured by the Defendants, between 2002 and 2018;
- (d) **Class Counsel** means Klein Lawyers LLP and Mathew P Good Law Corporation and Klein Avocats Plaideurs Inc. (in respect of the Quebec Proceeding);
- (e) **Class Counsel Fees** includes the fees and disbursements of Class Counsel, and any applicable taxes thereon;
- (f) **Class Members** means members of the National Class and the Quebec Class, but excluded are the following:

- (i) the directors and officers of any Defendant;
  - (ii) any judge of a court who has heard or will hear any motion or application in respect of the Proceedings; and
  - (iii) any person who opts out of the BC Proceeding or the Quebec Proceeding;
- (g) **Courts** means the BC Court, the Ontario Court and the Quebec Court;
  - (h) **Defence Counsel** means Blake, Cassels & Graydon LLP;
  - (i) **Effective Date** means the date set out in section 4.4;
  - (j) **Final Order** means the later of a final judgment pronounced by the BC Court or the Quebec Court approving this Settlement Agreement in accordance with its terms, once the time to appeal such judgment has expired without any appeal being taken, or once there has been an affirmation of the approval of this Settlement Agreement in accordance with its terms, upon a final disposition of all appeals;
  - (k) **Honouraria** means any payment awarded individually to the Plaintiffs in the BC Proceeding or any of them in consideration of that Plaintiff's time, effort, and result obtained for Class Members, as approved by the BC Court;
  - (l) **Notice** means the short form and long form of notice as approved by the BC Court and the Quebec Court described in section 11.2;
  - (m) **Ontario Court** means the Ontario Superior Court of Justice;
  - (n) **Ontario Proceeding** means *Nancy Curran v. Kobe Steel, Ltd., Shinko Metal Products Co., Ltd., Shinko Aluminum Wire Co., Ltd., Shinko Wire Stainless Company, Ltd., Kobelco & Materials Copper Tube Co. and Nippon Koshuha Steel Co., Ltd.*, Ontario Superior Court No. CV-17-586942-00CP;
  - (o) **Opt-Out Deadline** means the date which is forty-five (45) days after the date the Notice is first published;
  - (p) **Parties** means the Plaintiffs and Settling Defendants;
  - (q) **Proceedings** means the BC Proceeding, the Ontario Proceeding and the Quebec Proceeding;
  - (r) **Quebec** means the Province of Quebec;
  - (s) **Quebec Class** means all Quebec residents who (1) purchased or leased a new or used vehicle manufactured by Toyota (including Lexus), Honda (including Acura), Subaru, Mazda, Mitsubishi, Nissan (including Infiniti), Kia, Hyundai,

Tesla or GM, or (2) purchased parts or replacement parts containing automotive metal manufactured by the Defendants, between 2002 and 2018;

- (t) **Quebec Court** means the Superior Court of Quebec;
- (u) **Quebec Proceeding** means the proceeding to be commenced by Danielle Dallaire in the Superior Court of Quebec with the style of cause substantially the same as follows: *Danielle Dallaire v. Kobe Steel, Ltd., Shinko Aluminum Wire Co., Ltd., Shinko Wire Stainless Company, Ltd. and Nippon Koshuha Steel Co. Ltd.*;
- (v) **Released Claims** means any and all manner of claims, demands, actions, suits, debts, judgments, losses, causes of action, whether class, individual or otherwise in nature, whether personal or subrogated, damages of any kind (including compensatory, punitive or other damages) whenever incurred, liabilities of any nature whatsoever, including interest, costs, expenses, class administration expenses, penalties, and lawyers' fees (including Class Counsel Fees), known or unknown, suspected or unsuspected, foreseen or unforeseen, actual or contingent, and liquidated or unliquidated, in law, under statute or in equity, or that may be created or recognized in the future by statute, regulation, judicial decision, or in any other manner, relating in any way to any conduct anywhere related to, arising from, or described in the Proceedings (or which could have been alleged in the Proceedings) prior to the date hereof including, without limitation, any such claims which have been, might have been, are now, or could have been asserted by any Plaintiff or any Class Member in an individual or representative capacity, directly or indirectly, whether in Canada or elsewhere, arising out of, based upon, or related to, in whole or in part, the alleged facts and circumstances underlying the claims and causes of action set forth in (or that could have been raised in) the Proceedings.
- (w) **Releasees** means, jointly and severally, individually and collectively, the Settling Defendants and all of their present and former direct and indirect parents, owners, subsidiaries, divisions, affiliates, associates, partners, insurers, and all other persons, partnerships or corporations with whom any of the former have been, or are now, affiliated, and all of their respective past, present and future officers, directors, employees, agents, shareholders, lawyers, attorneys, trustees, servants and representatives, members, managers and the predecessors, successors, purchasers, heirs, executors, administrators, assigns, beneficiaries and *ayants-droits* of each of the foregoing.
- (x) **Releasors** means, jointly and severally, individually and collectively, the Plaintiffs and the Class Members and their respective parents, subsidiaries, affiliates, predecessors, successors, heirs, executors, administrators, insurers, assigns, beneficiaries and *ayants-droits*.
- (y) **Settlement Agreement** means this agreement, including recitals and schedules.

## **Section 2 Condition Precedent**

- 2.1 This Settlement Agreement shall be null and void and of no force or effect, subject to section 9.4 unless the BC Court and the Quebec Court approve this Settlement Agreement and the Ontario Court enters a Recognition and Enforcement Order.

## **Section 3 Settlement Amount**

- 3.1 Contingent on the approval of the Settlement Agreement by the BC Court and the Quebec Court and the entry of the Recognition and Enforcement Order by the Ontario Court, Kobe Steel, Ltd. has agreed to pay the settlement amount of **CDN \$1,950,000** all inclusive (the "Settlement Amount") on behalf of the Settling Defendants, without any admission of liability, in accordance with this Settlement Agreement.
- 3.2 The Settlement Amount is to be held in an interest-bearing trust account by Blake, Cassels & Graydon LLP in accordance with the terms of this Settlement Agreement unless otherwise ordered by the Courts.
- 3.3 All accrued interest shall form part of the Settlement Amount and be to the benefit of the National Class and the Quebec Class, if this Settlement Agreement becomes final on the Effective Date.
- (a) Subject to Section 3.3(b), 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 Settlement Amount. Class Counsel 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 Settlement Amount.
  - (b) The Settling Defendants shall have no responsibility to make any filings relating to any interest accrued on the Settlement Amount 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, unless this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason, in which case the interest earned on the Settlement Amount in the trust account or otherwise shall be paid to Kobe Steel, Ltd. who, in such case, shall be responsible for the payment of all taxes on such interest not previously paid.
  - (c) After the Effective Date, Defence Counsel will provide a statement showing the amount of interest accrued on the Settlement Amount, upon request from Class Counsel.
- 3.4 Within ten (10) business days of the Effective Date, Blake, Cassels & Graydon LLP shall pay the Settlement Amount and all accrued interest referred to in section 3.3 to Klein Lawyres LLP in trust, unless otherwise ordered by the Courts.



- 3.5 The Settlement Amount shall be provided in full satisfaction of the Released Claims against the Releasees.
- 3.6 The Settlement Amount shall be all inclusive of all administration costs (including notice and translation), Class Counsel Fees, interest, costs, and any other expense.
- 3.7 The Settling Defendants shall have no obligation to pay any amount in addition to the Settlement Amount, for any reason, pursuant to or in furtherance of this Settlement Agreement or the Proceedings.
- 3.8 Upon payment of the Settlement Amount to Class Counsel after the Effective Date, Class Counsel intend to distribute the Settlement Amount as follows, subject to the approval of the BC Court and Quebec Court:
- (a) As set out in section 5, to Class Counsel on account of Class Counsel Fees inclusive of all disbursements and applicable taxes, as approved by the BC Court and the Quebec Court;
  - (b) As set out in section 6, to Class Counsel on account of any Honouraria awarded individually to the Plaintiffs or any of them, as approved by the BC Court;
  - (c) To the *Fonds d'aide aux actions collectives* on account of any amounts due in respect of Quebec's share of the Settlement Amount; and
  - (d) The remainder will be distributed as a *cy près* donation to the Law Foundation of British Columbia (77.4% share) and Éducaloi in Quebec (22.6% share).

#### **Section 4 Settlement Approval**

- 4.1 The Parties will use their best efforts to implement this settlement, obtain approval of this Settlement Agreement from the BC Court and the Quebec Court, secure a Recognition and Enforcement Order from the Ontario Court, and secure the prompt, complete and final dismissal with prejudice of the Proceedings.
- 4.2 The Parties agree to consent to certification of the BC Proceeding in the BC Court, authorization of the Quebec Proceeding, and a Recognition and Enforcement Order in the Ontario Court, solely for settlement purposes.
- 4.3 Settlement approval shall be sought in the following way:
- (a) As soon as practicable after execution of this Settlement Agreement, the Plaintiffs and Class Counsel shall bring an application before the BC Court for consent certification of the BC Proceeding on behalf of the National Class for settlement purposes only and approval of the Notice described in section 11 (the "BC Certification and Notice Approval Order");
  - (b) The BC Certification and Notice Approval Order shall be substantially in the form attached as Schedule A.

- (c) As soon as practicable after execution of this Settlement Agreement, Klein Avocats Plaideurs Inc. shall bring an application before the Quebec Court for authorization to institute a class action for settlement purposes only and to obtain the status of representative and approve notice in the Quebec Proceeding on behalf of the Quebec Class (the "First Quebec Order"), to be heard after the BC Certification and Notice Approval Order is pronounced.
- (d) The First Quebec Order shall be substantially in the form attached as Schedule E, unless otherwise expressly agreed by Class Counsel and Defence Counsel.
- (e) The Plaintiffs and Class Counsel shall bring an application before the BC Court for an order approving this Settlement Agreement (the "Settlement Approval Order") as soon as practicable after (a) the Notice described in section 11 has been published, and (b) the deadline for opting out of the National Class and Quebec Class and objecting to the settlement have expired.
- (f) The Settlement Approval Order shall be substantially in the form attached as Schedule D.
- (g) If no appeal is taken from the Settlement Approval Order, the Settlement Approval Order will be deemed final 30 days after it is pronounced.
- (h) As soon as practicable after (a) the First Quebec Order is pronounced, (b) the Notice described in section 11 has been published, and (c) the deadline for opting out of the National Class and Quebec Class and objecting to the settlement have expired, Klein Avocats Plaideurs Inc. shall bring an application for settlement approval in the Quebec Proceeding (the "Second Quebec Order").
- (i) The Second Quebec Order shall be substantially in the form attached as Schedule F, unless otherwise expressly agreed by Class Counsel and Defence Counsel.
- (j) If no appeal is taken from the Second Quebec Order, it will be deemed final 30 days after it is pronounced.
- (k) As soon as practicable after the Settlement Approval Order and the Second Quebec Order are pronounced, Class Counsel will take steps to obtain a recognition and enforcement order from the Ontario Court of the Settlement Approval Order issued by the BC Court (the "Recognition and Enforcement Order"). The Recognition and Enforcement Order shall be substantially in the form attached as Schedule G, unless otherwise expressly agreed by Class Counsel and Defence Counsel.

4.4 The Settlement Agreement will only become final on the date of entry of the Recognition and Enforcement Order with the Ontario Court or the Quebec Order, whichever is later (the "Effective Date").

**Section 5 Class Counsel Fees**

- 5.1 Class Counsel may bring an application to the BC Court (in respect of all provinces except Quebec) and to the Quebec Court (in respect of Quebec) for approval of Class Counsel Fees contemporaneous with seeking approval of this Settlement Agreement or at such other time thereafter as they determine in their discretion.
- 5.2 Class Counsel Fees will be awarded at the discretion of the BC Court and the Quebec Court.
- 5.3 The Defendants will not make submissions in relation to Class Counsel Fees.
- 5.4 The approval of Class Counsel Fees is not a material term of this Settlement Agreement and this Settlement Agreement shall not be contingent upon court approval of Class Counsel Fees. A separate order will be taken out dealing with Class Counsel Fees, disbursements, and any Honouraria for the Plaintiffs.
- 5.5 Class Counsel Fees may only be paid out of the Settlement Amount after the Effective Date.
- 5.6 The Settling Defendants shall not be liable for any fees, disbursements, or taxes of any of Class Counsel or the Plaintiffs' or Class Members' respective lawyers, experts, advisors, agents or representatives.

**Section 6 Honouraria for Plaintiffs**

- 6.1 Class Counsel may bring an application to the BC Court for approval of Honouraria for the Plaintiffs in the BC Proceeding contemporaneous with seeking approval of this Settlement Agreement or at such other time thereafter as they determine in their discretion.
- 6.2 Any Honouraria to the Plaintiffs will be awarded at the discretion of the BC Court.
- 6.3 The Defendants will not make submissions in relation to Honouraria for the Plaintiffs.
- 6.4 The approval of Honouraria to the Plaintiffs is not a material term of this Settlement Agreement and this Settlement Agreement shall not be contingent upon court approval of any Honouraria for the Plaintiffs.
- 6.5 Any Honouraria to the Plaintiffs may only be paid out of the Settlement Amount after the Effective Date.
- 6.6 The Settling Defendants shall not be liable for any Honouraria to the Plaintiffs or Class Members, if awarded by the BC Court.

## **Section 7 Releases and Dismissals**

- 7.1 Upon the Effective Date, and in consideration of payment of the Settlement Amount and for other valuable consideration set forth in this Settlement Agreement, the Releasors will fully, finally, forever and absolutely release, relinquish, acquit, and discharge the Releasees from and for 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, and shall not now or hereafter institute, maintain, or assert on their own behalf, on behalf of the National Class and the Quebec Class, or on behalf of any other person or entity, any Released Claims.
- 7.2 Without limiting any other provisions herein, each Releasor who did not opt out will be deemed by the Settlement Agreement completely and unconditionally to have released and forever discharged the Releasees from any and all Released Claims, including all claims, actions, causes of action, suits, debts, duties, accounts, bonds, covenants, contracts, and demands whatsoever, whether known or unknown, that were asserted or could have been asserted in the Proceedings that is the subject of this Settlement Agreement or in relation to any of the facts alleged therein.
- 7.3 Upon the Effective Date, each Releasor will be forever barred and enjoined from continuing, commencing, instituting, maintaining, asserting or prosecuting, 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, litigation, investigation or other proceeding in any court of law or equity, arbitration, tribunal, proceeding, governmental forum, administrative forum, or any other forum, directly, representatively, or derivatively, against any of the Releasees, and/or any other person or third-party who may claim contribution or indemnity or claim over other relief from any Releasee, in respect of any Released Claims. For greater certainty and without limiting the foregoing, the Releasors shall not assert or pursue a Released Claim against any Releasee under the laws of any foreign jurisdiction.
- 7.4 Upon the Effective Date, the BC Proceeding and the Quebec Proceeding shall be dismissed with prejudice and without costs as against the Settling Defendants.
- 7.5 Upon the Effective Date, each Class Member shall be deemed to irrevocably consent to the dismissal, without costs and with prejudice, of any action or proceeding relating to the Released Claims against the Releasees and all such actions or proceedings shall be dismissed, without costs and with prejudice.

## **Section 8 No Admission of Liability**

- 8.1 The Parties agree that, whether or not this Settlement Agreement is finally approved or is terminated, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions, and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be deemed, construed, or interpreted to be an admission of any violation of any statute, regulation or law, or of any wrongdoing or liability by the Defendants or any of them, or

of the truth of any of the claims or allegations made in the Proceedings, or in any other pleading filed by the Plaintiffs.

- 8.2 The Parties further agree that, whether or not this Settlement Agreement is finally approved or is terminated, this Settlement Agreement, and anything contained herein, and any and all negotiations, documents, discussions, and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be referred to, offered as evidence or received in evidence in any pending or future civil, criminal or administrative action or proceeding, except in a proceeding to seek court approval of this Settlement Agreement, to give effect to and enforce the provisions of this Settlement Agreement, or to defend against the assertion of Released Claims, or as otherwise required by law.

### **Section 9 Termination of Settlement Agreement**

- 9.1 The Parties expressly reserve all their respective rights and may terminate this Settlement Agreement in the event that:
- (a) the BC Court declines to certify the BC Proceeding for the purposes of settlement;
  - (b) the BC Court declines to approve this Settlement Agreement or any material part thereof or approves this Settlement Agreement in a materially modified form;
  - (c) the BC Court issues an order approving the settlement that is not substantially in the form attached to this Settlement Agreement as Schedule D;
  - (d) The Quebec Court declines to authorize the Quebec proceeding for the purposes of settlement;
  - (e) The Quebec Court declines to approve this Settlement Agreement or any material part thereof or approves this Settlement Agreement in a materially modified form;
  - (f) The Quebec Court issues an order approving the settlement that is not substantially in the form attached to this Settlement Agreement as Schedule F;
  - (g) the Ontario Court declines to issue a Recognition and Enforcement Order; or
  - (h) the Settlement Approval Order does not become a final order.
- 9.2 Any order, ruling or determination with respect to Class Counsel Fees (including without limitation disbursements) or Honouraria shall not be deemed to be a material modification of all, or a part, of this Settlement Agreement and shall not constitute any basis for the termination of this Settlement Agreement.
- 9.3 If the Settlement Agreement is not approved in its entirety, or if approval of any material portion or provision of the Settlement Agreement is reversed or altered on appeal, or if terminated in accordance with section 9.1, then:

- (a) this Settlement Agreement shall become null and void and shall have no further force or effect except as provided for in section 9.4 (Survival of Provisions after Termination);
- (b) the Parties shall be restored to their respective positions in the Proceedings immediately prior to reaching the settlement;
- (c) any order by the BC Court certifying the BC Proceeding for the purposes of settlement or approving this Settlement Agreement shall be set aside and declared null and void and of no force or effect, and shall be without prejudice to any position of any of the Parties on any issue in the BC Proceedings or any other litigation;
- (d) any order by the Quebec Court authorizing the Quebec Proceeding for the purposes of settlement or approving this Settlement Agreement shall be set aside and declared null and void and of no force or effect, and shall be without prejudice to any position of any of the Parties on any issue in the Quebec Proceedings or any other litigation;
- (e) documents or communications related to the settlement (including the minutes of settlement, and this Settlement Agreement) shall have no force or effect and shall not be admissible in evidence for any purpose in the Proceedings or in any other proceeding; and
- (f) Blake, Cassels & Graydon LLP shall be at liberty to pay the Settlement Amount and all accrued interest referred to in section 3.3 to Kobe Steel, Ltd.

9.4 If this Settlement Agreement is terminated or otherwise fails to take effect for any reason, the provisions of this Section and Sections 3.3(b), 8, 9.1, 9.3, 13.3, and 13.5 and the definitions and Schedules applicable thereto shall survive the termination and continue in full force and effect. The definitions and Schedules shall survive only for the limited purpose of the interpretation of those aforementioned sections, 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 10 Administration**

- 10.1 As there will be no quantification or payment of individual class member claims, no claims administrator will be appointed. Class Counsel will be responsible for:
- (a) arranging for the dissemination of the Notice;
  - (b) responding to inquiries from Class Members;
  - (c) receiving and maintaining Class Member correspondence regarding opting out of the Proceedings and objections to the Settlement; and

(d) posting Notice on Class Counsel's website.

10.2 The mechanics of the implementation and administration of this Settlement Agreement shall be determined by the BC Court and the Quebec Court, to the extent not provided for in this Settlement Agreement, if the Parties cannot agree.

### Section 11 Notice of the Settlement Approval Hearing

11.1 Class Members will be given Notice of this Settlement Agreement and (i) the certification of the BC Proceedings against the Settling Defendants for settlement purposes, (ii) the hearing at which the BC Court will be asked to approve the Settlement Agreement, and if brought contemporaneously, (iii) the requests to approve Class Counsel Fees and Honouraria to the Plaintiffs.

11.2 The Notice described in section 11.1 will be in the form attached as Schedule B (short form and long form) or as otherwise agreed by Class Counsel and Defence Counsel and approved by the BC Court and Quebec Court, or in a form ordered by the BC Court or Quebec Court.

11.3 The Notice shall be disseminated in English and in French, as applicable, within ten (10) business days following the issuance of the BC Certification and Notice Approval Order and First Quebec Order, whichever is later, in the following manner, unless otherwise ordered by the BC Court or Quebec Court:

- (a) two (2) times in the form of a 1/8-page ad in the national edition of the Globe & Mail newspaper (short-form English);
- (b) one (1) time in the form of a 1/8-page ad in the Journal de Montréal, the Journal de Québec or similar French-language publication (short-form French);
- (c) one (1) time in the form of a 1/8-page ad in Montreal Gazette (short-form English);
- (d) posted on Class Counsel's website (long-form English and French); and
- (e) submitted by Klein Avocats Plaideurs Inc. to be published on the Quebec Class Action Register.

11.4 All costs associated with the publication of the notice shall be paid from the Settlement Amount. Class Counsel will pay for the publication of Notice and be reimbursed in full from the Settlement Amount after the Effective Date, if the Settlement Agreement is approved. Class Counsel will provide copies of the receipts for the costs of Notice to the Defendants and the BC Court.

11.5 If any court requires that additional notice be published, the Parties agree that the costs shall be paid from the Settlement Amount and the terms of payment shall follow the same procedure as for the Notice of the settlement approval hearing.

- 11.6 The Settling Defendants shall not have any responsibility for the costs of the Notice or any additional notice required by any court.

## **Section 12 Opt-Outs**

- 12.1 Persons who want to opt out of the BC Proceeding 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.
- 12.2 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) if the person seeking to opt-out is a corporation, the name of the corporation and the position of the person submitting the request to opt-out on behalf of the corporation;
  - (c) a statement to the effect that the person wishes to be excluded from the Proceedings; and
  - (d) the reasons for opting out.
- 12.3 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.
- 12.4 Persons who wish to opt out of the Quebec Class must, in addition to complying with sections 12.1 to 12.3 above, do so by giving notice to the Clerk of the Superior Court of Quebec by the Opt-Out Deadline and in the manner prescribed by the Code of Civil Procedure and file it with Klein Avocats Plaideurs Inc. by the Opt-Out Deadline in the form attached as Schedule C.
- 12.5 Class Counsel shall provide Defence Counsel with copies of all Elections or opt-out forms received by Class Counsel within five (5) business days of receipt.
- 12.6 Upon the Settlement Approval Order becoming final, any Class Member who has not timely opted out of the Settlement shall be bound by the terms of the Settlement Agreement.
- 12.7 With respect to any potential Class Member who validly opts-out from the Proceedings, the Settling Defendants reserve all of their legal rights and defences.
- 12.8 The Plaintiffs expressly waive their right to opt-out of the BC Proceeding and the Quebec Proceeding, respectively.



**Section 13 Miscellaneous**

- 13.1 The Recitals set out herein are incorporated with and form part of this Settlement Agreement.
- 13.2 The Schedules annexed hereto form part of this Settlement Agreement.
- 13.3 Class Counsel or Defence Counsel may apply to the BC Court and the Quebec Court for directions in respect of the implementation and administration of this Settlement Agreement. All applications contemplated by this Settlement Agreement, including applications to the BC Court and the Quebec Court for directions, shall be on notice to counsel for the Parties.
- 13.4 Except as otherwise provided herein, the Parties shall bear their own respective costs of the Proceedings and the approval and implementation of the Settlement Agreement. The Settling Defendants have no liability with respect to the administration of the Settlement Amount.
- 13.5 This Settlement Agreement shall be governed by, construed, and interpreted in accordance with the laws of the Province of British Columbia.
- 13.6 The Settlement Agreement constitutes the entire agreement among the Parties, and supersedes any and all prior and contemporaneous understandings, undertakings, negotiations, representations, communications, promises, agreements, agreements in principle, and memoranda of understanding in connection herewith. The Parties agree that they have not received or relied on any agreements, representations, or promises other than as contained in the Settlement Agreement. None of the Parties shall be bound by any prior obligations, conditions, or representations with respect to the subject matter of this Settlement Agreement, unless expressly incorporated herein.
- 13.7 This Settlement Agreement may not be modified or amended except in writing and on consent of all Parties hereto.
- 13.8 This Settlement Agreement shall be binding upon, and enure to the benefit of, the Plaintiffs, the Class Members, the Settling Defendants, the Releasers, the Releasees and all of their successors and assigns. Without limiting the generality of the foregoing, each and every covenant and agreement made by the Plaintiffs shall be binding upon all Releasers and each and every covenant and agreement made by the Settling Defendants shall be binding upon all of the Releasees.
- 13.9 This Settlement Agreement has been the subject of negotiations and discussions among the Parties, 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 or not contained in previous drafts of this Settlement Agreement, or any agreement in principle, shall have no bearing upon the proper interpretation of this Settlement Agreement.

- 13.10 The Parties acknowledge that they have required and consented that this Settlement Agreement and all related documents be prepared in English.
- 13.11 If required by any court, Class Counsel shall prepare a French translation of the Settlement Agreement and/or any other notices, orders or other documents, the cost of which shall be paid from the Settlement Amount after the Effective Date. The Settling Defendants shall not have any responsibility for the costs of any translation. The Parties agree that such translations are for convenience. In the event of a dispute as to the interpretation or application of the Settlement Agreement, only the English version shall govern.
- 13.12 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.
- 13.13 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 electronically transmitted signature shall be deemed an original signature for purposes of executing this Settlement Agreement. This Settlement Agreement may be delivered and is fully enforceable in either original, faxed, or other electronic form provided that it is duly executed.
- 13.14 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, or letter by overnight delivery to the representatives for the Party to whom notice is being provided, as identified below:

For the Plaintiffs and for Class Counsel in the Proceedings:

BC and Ontario Proceedings – David Klein, Aden Klein  
1385 W 8th Ave #400, Vancouver, BC V6H 3V9

Quebec Proceeding – Careen Hannouche  
Klein Avocats Plaideurs Inc., 1800-500, Place d'Armes, Montréal, QC H2Y 2W2

For the Settling Defendants:


BC and Ontario Proceedings – James Sullivan, Robin L. Reinertson and Joshua Hutchinson


Blake, Cassels & Graydon LLP, #2600 - 595 Burrard Street, Vancouver, BC  
V7X 1L3

Quebec Proceeding – Claude Marseille  
Blake, Cassels & Graydon SENCRL/srl, 1 Place Ville Marie #3000, Montréal,  
QC H3B 4N8

- 13.15 Date of Execution: The Parties have executed this Settlement Agreement as of the date on the cover page.

**FOR PLAINTIFFS AND FOR CLASS COUNSEL:**

  
Name: David A. Klein  
Klein Lawyers LLP  
Solicitors for Ryan Kett, Erik Oun, James (Jim) Wong and  
Nancy Curran

  
Name: Mathew Good  
Mathew P Good Law Corporation  
Solicitor for Ryan Kett, Erik Oun, James (Jim) Wong and  
Nancy Curran

  
Name: Careen Hannouche  
Klein Avocats Plaideurs Inc.  
Solicitor for Danielle Dallaire

**FOR THE DEFENDANTS:**

\_\_\_\_\_  
Name: James Sullivan, Q.C.  
Blake, Cassels & Graydon LLP  
Solicitors for Kobe Steel, Ltd., Shinko Metal Products Co., Ltd.,  
Shinko Aluminum Wire Co., Ltd., Shinko Wire Stainless Company, Ltd.,  
Kobelco & Materials Copper Tube Co. and Nippon Koshuha Steel Co.,  
Ltd.

**FOR PLAINTIFFS AND FOR CLASS COUNSEL:**

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**Name: David A. Klein**  
Klein Lawyers LLP  
Solicitors for Ryan Kett, Erik Oun, James (Jim) Wong and  
Nancy Curran

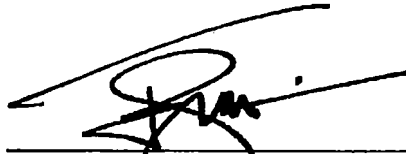
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**Name: Mathew Good**  
Mathew P Good Law Corporation  
Solicitor for Ryan Kett, Erik Oun, James (Jim) Wong and  
Nancy Curran

---

**Name: Careen Hannouche**  
Klein Avocats Plaideurs Inc.  
Solicitor for Danielle Dallaire

**FOR THE DEFENDANTS:**



---

**Name: James Sullivan, Q.C.**  
Blake, Cassels & Graydon LLP  
Solicitors for Kobe Steel, Ltd., Shinko Metal Products Co., Ltd.,  
Shinko Aluminum Wire Co., Ltd., Shinko Wire Stainless Company, Ltd.,  
Kobelco & Materials Copper Tube Co. and Nippon Koshuha Steel Co.,  
Ltd.

**Schedule A Certification and Notice Approval Order**

No. S-1710805  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

Between

RYAN KETT, ERIK OUN AND JIM WONG

PLAINTIFFS

and

KOBE STEEL, LTD., SHINKO ALUMINUM WIRE CO., LTD., SHINKO WIRE STAINLESS  
COMPANY, LTD., AND NIPPON KOSHUHA STEEL CO., LTD.

DEFENDANTS

Brought under the *Class Proceedings Act*, R.S.B.C. 1996, c. 50

BEFORE } THE HON. JUSTICE D MACDONALD } \_\_\_\_\_/\_\_\_\_\_/2019

**ORDER**

ON THE APPLICATION of the Plaintiffs coming on for hearing before the Honourable Madam Justice MacDonald at the Courthouse at 800 Smithe Street, Vancouver, B.C., on \_\_\_\_\_/\_\_\_\_\_/2019, on reading the materials filed, including the settlement agreement dated as of ●, 2019 ("Settlement Agreement"), and on hearing David A. Klein and Mathew Good for the Plaintiffs, and James Sullivan QC, Robin L. Reinertson and Joshua Hutchinson for the Defendants, and on being advised that the Plaintiffs and Defendants consent to this Order:

**THIS COURT ORDERS that:**

- I. all capitalized terms in this Order have the same meaning as defined in the Settlement Agreement attached as Schedule "A" to this Order, and apply to and are incorporated into this Order;

2. this action is certified as a class proceeding for settlement purposes only, pursuant to the *Class Proceedings Act*, R.S.B.C. 1996, c. 50, as amended;
3. the class is defined as: All persons in Canada (excluding Quebec) who (1) purchased or leased a new or used vehicle manufactured by Toyota (including Lexus), Honda (including Acura), Subaru, Mazda, Mitsubishi, Nissan (including Infiniti), Kia, Hyundai, Tesla or GM, or (2) purchased parts or replacement parts containing automotive metal manufactured by the Defendants, between 2002 and 2018 (the “National Class”);
4. Ryan Kett, Erik Oun and James Wong are appointed as the representative plaintiffs for the National Class;
5. the following question is certified as a common issue for settlement purposes only:

Whether the defendants misrepresented to automobile manufacturers that their metal products met certain specifications or technical standards, when they in fact did not, between 2002 and 2018?

6. any person who is a putative member of the National Class who wishes to opt out must do so by delivering a written election to Class Counsel by pre-paid mail, courier or email at the address specified in the long form notice of settlement approval attached as Schedule B to the Settlement Agreement by [date] (“Long Form Notice”). The written election to opt out must either be in the form attached as Schedule C to the Settlement Agreement, or include the information specified in the Long Form Notice;
7. the short form (publication) notice and long form notices are hereby approved substantially in the forms attached as Schedule B to the Settlement Agreement;
8. the plan for disseminating the short form and long form notice as provided for in Section 11.3 of the Settlement Agreement is approved; and

9. this Order is contingent upon a parallel order being made by the Quebec Court, and the terms of this Order shall not be effective unless and until such order is made by the Quebec Court.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER

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Signature of lawyer for the Plaintiffs

By the Court:

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Signature of lawyer for the Defendants

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Registrar

Schedule B – Notices

Short-Form Notice (1/8 page advertisement)

English

**PROPOSED CLASS ACTION  
SETTLEMENT**

**DID YOU BUY OR LEASE A CAR IN  
CANADA BETWEEN 2002 AND 2018? THIS  
NOTICE AFFECTS YOUR LEGAL  
RIGHTS**

A class action settlement has been reached in *Kett v. Kobe Steel, Ltd. et al*, S.C.B.C. S-1710805, and *Dallaire v. Kobe Steel, Ltd. et al*, S.C.Q. [ACTION NUMBER]. The BC Supreme Court and the Superior Court of Quebec have respectively certified and authorized class actions for settlement purposes. The settlement is a compromise of disputed claims and is not an admission of liability, wrongdoing or fault by any of the defendants. The settlement is subject to the approval of the BC Court and the Quebec Court.

The BC Class is all persons in Canada (excluding Quebec) who (1) purchased or leased a new or used vehicle manufactured by Toyota (including Lexus), Honda (including Acura), Subaru, Mazda, Mitsubishi, Nissan (including Infiniti), Kia, Hyundai, Tesla or GM, or (2) purchased parts or replacement parts containing automotive metal manufactured by the defendants, between 2002 and 2018. The Quebec Class is all Quebec residents meeting the same criteria.

For the payment of \$1,950,000 by Kobe Steel, Ltd., the Classes will release the defendants from all claims. The remaining settlement funds, after payment of Class Counsel fees, expenses, any honouraria to the plaintiffs, and any amounts owed to the *Fonds d'aide aux actions*



*collectives*, will be donated to the Law Foundation of British Columbia and Édcaloi in Quebec.

You are automatically included in the BC Class or the Quebec Class, and will be bound by the settlement if approved by the BC Court and the Quebec Court, unless you opt out. If you do not want to be part of the lawsuit, you must opt out of the proceeding by delivering an opt out form to Class Counsel by no later than [DATE].

Residents of Quebec are additionally required to give notice to the Clerk of the Superior Court of Quebec and file it with Class Counsel by no later than [DATE].

If you wish to object to the settlement, fees or payment to the plaintiffs, you must notify Class Counsel no later than [DATE], in the manner set out in the long form notice.

Class Counsel are Klein Lawyers LLP, Mathew P Good Law Corporation, and Klein Avocats Plaideurs Inc.

More information on the settlement (including the long form notice, opt out form, and Settlement Agreement) is available at [insert website, email, toll free number].

**RÈGLEMENT PROPOSÉ  
D'UNE ACTION COLLECTIVE**

**AVEZ-VOUS ACHETÉ OU LOUÉ UNE  
VOITURE AU CANADA ENTRE 2002 ET  
2018? CET AVIS AFFECTE VOS  
DROITS.**

Un règlement d'une action collective a été conclu dans *Kett c. Kobe Steel, Ltd. et al.*, C.S.C.B. S-1710805 et *Dallaire c. Kobe Steel, Ltd. et al.*, C.S.Q. [NUMÉRO]. La Cour suprême de la Colombie-Britannique et la Cour supérieure du Québec ont respectivement certifié et autorisé des actions collectives à des fins de règlement. Le règlement constitue un compromis relativement aux demandes litigieuses et non pas une admission de responsabilité, de méfait ou de faute de la part des défenderesses. Le règlement est assujéti à l'approbation des tribunaux de la Colombie-Britannique et du Québec.

Le groupe de la Colombie-Britannique est composé de toutes les personnes au Canada (excluant le Québec) qui (1) ont acheté ou loué un véhicule neuf ou usagé fabriqué par Toyota (y compris Lexus), Honda (y compris Acura), Subaru, Mazda, Mitsubishi, Nissan (y compris Infiniti), Kia, Hyundai, Tesla ou GM, ou (2) ont acheté des pièces ou des pièces métalliques pour automobiles fabriquées par les défenderesses, entre 2002 et 2018. Le groupe du Québec comprend tous les résidents du Québec répondant aux mêmes critères.

En échange d'un paiement de 1 950 000 \$ par Kobe Steel, Ltd., les membres du groupe quittanceront les défenderesses de toute

réclamation. Le montant du règlement, déduction faite des honoraires des Avocats du groupe, des frais, de toute indemnité accordée aux représentants des groupes et de tout montant dû au *Fonds d'aide aux actions collectives*, sera versé à The Law Foundation of British Columbia et à Éducaloi au Québec.

Vous êtes automatiquement inclus dans le groupe de la Colombie-Britannique ou le groupe du Québec, et vous serez lié par le règlement s'il est approuvé par les tribunaux de la Colombie-Britannique et du Québec, à moins de vous y exclure. Si vous ne souhaitez pas faire partie de l'action, vous devez vous exclure de la procédure en remettant un formulaire d'exclusion aux Avocats du groupe au plus tard le [DATE]. Les résidents du Québec doivent également en aviser le greffier de la Cour supérieure du Québec et de transmettre l'avis auprès des Avocats du groupe au plus tard le [DATE].

Si vous souhaitez formuler une objection au règlement, honoraires ou paiement aux représentants, vous devez aviser les Avocats du groupe au plus tard le [DATE], selon la procédure décrite dans l'avis détaillé.

Les Avocats du groupe sont Klein Lawyers LLP, Mathew P Good Law Corporation et Klein Avocats Plaideurs Inc.

De l'information additionnelle à propos du règlement (incluant l'avis détaillé, le formulaire d'exclusion et l'Entente de règlement) est disponible au [site web, courriel, numéro sans frais].

**Long-Form Notice**

**NOTICE OF PROPOSED SETTLEMENT AND SETTLEMENT APPROVAL HEARING**

**DID YOU BUY OR LEASE A CAR IN CANADA BETWEEN 2002 AND 2018?**

**THIS NOTICE MAY AFFECT YOUR LEGAL RIGHTS**

A class action settlement has been reached between the parties in *Kett et al v. Kobe Steel, Ltd. et al*, S.C.B.C. S-1710805, and *Dallaire v. Kobe Steel, Ltd. et al*, S.C.Q. [ACTION NUMBER]. The B.C. Supreme Court (“BC Court”) and the Superior Court of Quebec (“Quebec Court”) have respectively certified and authorized class actions for the purposes of implementing the settlement. The settlement is a compromise of disputed claims and is not an admission of liability, wrongdoing or fault by any of the defendants. The settlement is subject to the approval of the BC Court and the Quebec Court.

The BC Court has appointed Ryan Kett, Erik Oun, and James (Jim) Wong as representative plaintiffs and the Quebec Court has appointed Danielle Dallaire as representative plaintiff. Class Counsel are Klein Lawyers LLP, Mathew P Good Law Corporation, and Klein Avocats Plaideurs Inc.

The defendants are Kobe Steel, Ltd., Shinko Aluminum Wire Co., Ltd., Shinko Wire Stainless Company, Ltd., and Nippon Koshuha Steel Co., Ltd.

**What is the case about?**

The plaintiffs allege that between at least 2002 and 2018, the defendants misrepresented to automobile manufacturers that their metal products met certain specifications or technical standards, when they in fact did not. The plaintiffs sought to recover damages for themselves and Class Members for alleged economic losses as a result of this conduct. The defendants deny the allegations.

**Who are in the Classes and affected by the settlement?**

The BC Class is all persons in Canada (excluding Quebec) who (1) purchased or leased a new or used vehicle manufactured by Toyota (including Lexus), Honda (including Acura), Subaru, Mazda, Mitsubishi, Nissan (including Infiniti), Kia, Hyundai, Tesla or GM, or (2) purchased parts or replacement parts containing automotive metal manufactured by the defendants, between 2002 and 2018. The Quebec Class is all Quebec residents meeting the same criteria.

**What are the terms of the settlement?**

The settlement provides for the payment of CDN \$1,950,000 by Kobe Steel, Ltd. in exchange for a full release of all claims against the defendants by the BC Class and the Quebec Class. As part of the settlement, a proposed class action in Ontario regarding the same subject matter (*Curran v. Kobe Steel, Ltd. et al.*, Ontario Superior Court File No. CV-17-586942-00CP) will be dismissed.

The payment of the settlement amount is not an admission of liability, wrongdoing or fault by the defendants.

Further hearings will be held on [DATE], and [DATE], to seek approval of the Settlement Agreement by the BC Court and the Quebec Court, respectively. The BC hearing will take place in BC Supreme Court at 800 Smithe Street, Vancouver, B.C., before the Honourable Justice D. MacDonald. The Quebec hearing will take place in the Superior Court of Quebec at [LOCATION].

If approved, the settlement will be binding on all members of the BC Class and the Quebec Class who do not opt out of the proceeding.

The full settlement terms are available at [insert website].

**How do I participate?**

If you want to be a member of this class action and participate in the settlement, you do not need to do anything. You are automatically included as a member of the BC Class or the Quebec Class unless you opt out of the applicable proceeding.

**What if I do not want to participate?**

If you do not want to participate in these proceedings or be a member of the BC Class or the Quebec Class, you may exclude yourself from the class action ("opt-out"). In order to opt-out, you must complete and sign. The opt-out form is available at [insert website]. Alternatively, you may deliver a written election to opt-out in the same manner that is signed by you and contains the following information:

- (a) your full name, current address and telephone number;
- (b) if a corporation is electing to opt-out, the name of the corporation and the position of the person submitting the request to opt-out on behalf of the corporation;
- (c) a statement to the effect that you wish to be excluded from the Proceedings; and
- (d) the reasons for opting out.

Residents of Quebec are additionally required to give notice to the Clerk of the Superior Court of Quebec and file it with Class Counsel by no later than [DATE].

The opt-out form must be emailed to [insert email address], or mailed or couriered to:

For residents of Canada outside Quebec:  
Klein Lawyers LLP  
400-1385 W 8th Ave  
Vancouver, B.C. V6H 3V9  
Attention: Dax Tanjuatco (re Kobe Steel)

For resident of Quebec:  
Klein Avocats Plaideurs Inc.  
1800-500 Place d'Armes  
Montreal, QC H2Y 2A2  
Attention: C. Hannouche (re Kobe Steel)  
channouche@kleinavocats.com

**Where will the settlement money go?**

Under the terms of the Settlement Agreement, after the payment of notice costs, Class Counsel fees and disbursements, any honoraria to the representative plaintiffs, and any amounts owed to the *Fonds d'aide aux actions collectives*, the remaining funds will be donated to the Law Foundation of British Columbia for works in the public interest and to Éducaloi in Quebec. Class members will not receive direct payments under the Settlement Agreement.

**What are the fee arrangements?**

Under the terms of their retainer agreement with the representative plaintiffs, Class Counsel are seeking approval of a fee of up to 33 1/3% of the settlement amount, plus disbursements and applicable taxes. Class Counsel will also seek payments of up to \$2,500 as honoraria for each representative plaintiff in the BC proceeding.

Class Counsel fees, disbursements and any payments to the representative plaintiffs are subject to approval by the BC Court and the Quebec Court.

**Objections**

All members of the BC Class or the Quebec Class have the right to let the BC Court or the Quebec Court know of any objection they have to the approval of the Settlement Agreement, Class Counsel fees or payments to the representative plaintiffs by delivering a letter or written objection to Class Counsel on or before [DATE]. If a class member wishes to object, the following information must be included in the letter or written objection delivered to Class Counsel:

- (a) The objector's full name, current mailing address, telephone number and email address;
- (b) A brief statement of the nature and reasons for the objection;
- (c) A statement that the objector believes that he or she is a member of the Class, and, if available, the vehicle make, model number, year, VIN, and date of purchase of the vehicle;
- (d) Whether the objector intends to appear at the court hearing on their own behalf or through a lawyer, and if by a lawyer, the name, address, telephone number and email address of the lawyer; and
- (e) A statement that the foregoing information is true and correct.

**For more information or a copy of the Settlement Agreement, go to [insert website].**

You may also contact Class Counsel at [email] or [toll free number] or via mail at the following address:

Klein Lawyers LLP  
400-1385 W 8th Ave  
Vancouver, B.C. V6H 3V9

Attention: Dax Tanjuatco (re Kobe Steel)

Klein Avocats Plaideurs Inc.  
1800-500 Place d'Armes  
Montreal, QC H2Y 2A2

Attention: C. Hannouche (re Kobe Steel)  
channouche@kleinavocats.com

**This notice has been authorized by the BC Court and the Quebec Court. Do not contact the court.**

**Avis détaillé**

**AVIS DE RÈGLEMENT PROPOSÉ ET D'AUDIENCE D'APPROBATION DE  
RÈGLEMENT**

**AVEZ-VOUS ACHETÉ OU LOUÉ UNE VOITURE AU CANADA ENTRE 2002 ET  
2018?**

**CET AVIS PEUT AFFECTER VOS DROITS**

Un règlement de l'action collective a été conclu entre les parties dans *Kett et al. c. Kobe Steel, Ltd. et al.*, C.S.C.B. S-1710805 et *Dallaire c. Kobe Steel, Ltd. et al.*, C.S.Q. [NUMÉRO D'ACTION]. La Cour suprême de la Colombie-Britannique (« tribunal de la Colombie-Britannique ») et la Cour supérieure du Québec (« tribunal du Québec ») ont respectivement certifié et autorisé des actions collectives aux fins de la mise en œuvre du règlement. Le règlement constitue un compromis relativement aux demandes litigieuses et non pas une admission de responsabilité, de méfait ou de faute de la part des défenderesses. Le règlement est assujéti à l'approbation des tribunaux de la Colombie-Britannique et du Québec.

Le tribunal de la Colombie-Britannique a désigné Ryan Kett, Erik Oun et James (Jim) Wong en tant que représentants du groupe et le tribunal du Québec a désigné Danielle Dallaire en tant que représentante du groupe. Les Avocats des Membres du groupe sont Klein Lawyers LLP, Mathew P. Good Law Corporation et Klein Avocats Plaideurs Inc.

Les défenderesses sont Kobe Steel, Ltd., Shinko Aluminum Wire Co., Ltd., Shinko Wire Stainless Company, Ltd. et Nippon Koshuha Steel Co., Ltd.

**Qu'en est-il?**

Les représentants des groupes allèguent qu'entre au moins 2002 et 2018, les défenderesses ont fait des représentations fausses et trompeuses aux fabricants automobiles à l'effet que leurs produits métalliques répondaient à certaines spécifications ou normes techniques, alors que ce n'était pas le cas. Les représentants ont cherché à obtenir des dommages-intérêts pour eux-mêmes et pour les Membres du groupe en raison de pertes économiques alléguées résultant de cette conduite. Les défenderesses nient ces allégations.

**Qui est Membre du groupe et visé par le règlement?**

Le groupe de la Colombie-Britannique est composé de toutes les personnes au Canada (excluant le Québec) qui (1) ont acheté ou loué un véhicule neuf ou usagé fabriqué par Toyota (y compris Lexus), Honda (y compris Acura), Subaru, Mazda, Mitsubishi, Nissan (y compris Infiniti), Kia, Hyundai, Tesla ou GM, ou (2) ont acheté des pièces ou des pièces métalliques pour automobiles fabriquées par les défenderesses, entre 2002 et 2018. Le groupe du Québec comprend tous les résidents du Québec répondant aux mêmes critères.

### **Quels sont les termes du règlement?**

Le règlement prévoit le paiement de 1 950 000 dollars canadiens par Kobe Steel, Ltd. en échange d'une quittance totale de toutes les réclamations contre les défenderesses par le groupe de la Colombie-Britannique et le groupe du Québec. Dans le cadre du règlement, une action collective proposée en Ontario ayant le même objet (*Curran c. Kobe Steel, Ltd. et al.*, Cour supérieure de l'Ontario, CV-17-586942-00CP) sera rejetée. Le paiement du montant du règlement ne constitue pas une admission de responsabilité, de méfait ou de faute de la part des défenderesses.

Des audiences auront lieu le [DATE] et le [DATE] afin d'obtenir l'approbation de l'Entente de règlement par les tribunaux de la Colombie-Britannique et du Québec, respectivement. L'audience en Colombie-Britannique aura lieu devant la Cour suprême de la Colombie-Britannique, au 800 Smithe Street, à Vancouver, en Colombie-Britannique, devant l'Honorable Juge D. MacDonald. L'audience aura lieu devant la Cour supérieure du Québec à [LIEU] devant l'Honorable Juge xx.

S'il est approuvé, le règlement liera tous les Membres du groupe de la Colombie-Britannique et ceux du Québec qui ne s'excluent pas de la procédure.

La version complète de l'Entente de règlement est disponible au [site Web].

### **Comment puis-je participer?**

Si vous voulez faire partie de cette action collective et participer au règlement, vous n'avez rien à faire. Vous êtes automatiquement inclus en tant que Membre du groupe de la Colombie-Britannique ou du Québec, sauf si vous vous excluez de la procédure applicable.

### **Qu'en est-il si je ne veux pas participer?**

Si vous ne souhaitez pas participer à ces procédures ou être membre du groupe de la Colombie-Britannique ou du Québec, vous pouvez vous exclure de l'action collective (« exclusion »). Afin de vous exclure, vous devez compléter et signer un formulaire d'exclusion et le transmettre aux Avocats du groupe par courrier, messagerie ou par courrier électronique au plus tard le [DATE]. Le formulaire d'exclusion est disponible à [site Web.]. Dans l'alternative, vous pouvez transmettre un avis écrit d'exclusion selon la même procédure qui est signé par vous et qui contient les informations suivantes :

- a) votre nom complet, votre adresse actuelle et votre numéro de téléphone;
- b) si une société choisit de ne pas participer, la dénomination sociale et le poste de la personne qui présente la demande d'exclusion au nom de la société;
- (c) une déclaration indiquant que vous souhaitez être exclu de la procédure; et
- (d) les motifs de l'exclusion.

Les résidents du Québec sont également tenus d'aviser le greffier de la Cour supérieure du Québec de leur exclusion et de transmettre l'avis aux Avocats du groupe au plus tard le [DATE].



Le formulaire d'exclusion doit être envoyé par courrier électronique, par la poste ou par courrier à :

Klein Lawyers LLP  
400-1385 W 8th Ave  
Vancouver, B.C. V6H 3V9  
À l'attention de : Dax Tanjuatco (Kobe Steel)

Klein Avocats Plaideurs Inc.  
1800-500 Place d'Armes  
Montréal, Québec H2Y 2A2  
À l'attention de :  
Careen Hannouche (Kobe

Steel)  
Adresse courriel

[channouche@kleinavocats.com](mailto:channouche@kleinavocats.com)

#### **Comment le montant du règlement sera-t-il versé?**

Selon les termes de l'Entente de règlement, après le paiement des frais d'avis, des honoraires et débours des Avocats du groupe, de tout paiement versé aux représentants et de tout montant dû au *Fonds d'aide aux actions collectives*, le solde sera donné à The Law Foundation de la Colombie-Britannique pour des œuvres d'intérêt public et à Éducaloi au Québec. Les Membres du groupe ne recevront pas de paiements directs en vertu de l'Entente de règlement.

#### **Quelles sont les ententes quant aux honoraires?**

En vertu de leur convention d'honoraires avec les représentants des groupes, les Avocats du groupe sollicitent l'approbation d'honoraires jusqu'à 33 1/3% du montant du règlement, plus les débours et taxes applicables. Les Avocats du groupe demanderont également un paiement d'un montant maximum de 2 500 \$ dollars pour les représentants du groupe de la Colombie-Britannique.

Les honoraires des Avocats du groupe, les débours et tout paiement aux représentants du groupe sont assujettis à l'approbation du tribunal de la Colombie-Britannique et du Québec.

#### **Les objections**

Tous les Membres du groupe de la Colombie-Britannique ou du groupe du Québec ont le droit d'informer le tribunal de la Colombie-Britannique ou du Québec de toute objection qu'ils ont quant à l'approbation de l'Entente de règlement, aux honoraires des Avocats du groupe ou des paiements aux représentants en transmettant une lettre ou objection écrite aux Avocats du groupe le ou avant le [DATE]. Si un Membre du groupe souhaite s'objecter, les informations suivantes doivent être incluses dans la lettre ou l'objection écrite qui sera transmise aux Avocats du groupe:

- (a) le nom complet, l'adresse postale actuelle, le numéro de téléphone et l'adresse courriel de la personne qui s'objecte;
- (b) un bref exposé de la nature et des motifs de l'objection;
- (c) une déclaration indiquant que la personne qui s'objecte croit être Membre du groupe et, le cas échéant, la marque du véhicule, le numéro de modèle, l'année, le numéro NIV et la date d'achat du véhicule;

(d) si la personne qui s'objecte a l'intention d'être présente à l'audience pour son compte ou par l'intermédiaire d'un avocat, et si tel est le cas, le nom, l'adresse, le numéro de téléphone et l'adresse courriel de cet avocat; et

(e) une déclaration selon laquelle les informations susmentionnées sont véridiques et exactes.

**Pour plus d'informations ou pour obtenir une copie de l'Entente de règlement, visitez le [site Web].**

Vous pouvez également contacter les Avocats du groupe par courriel, par téléphone ou par courrier à:

Klein Lawyers LLP  
400-1385 W 8th Ave  
Vancouver, B.C. V6H 3V9  
À l'attention de : Dax Tanjuatco (Kobe Steel)

Adresse courriel

Klein Avocats Plaideurs Inc.  
1800-500 Place d'Armes  
Montréal, Québec H2Y 2A2  
À l'attention de :  
Careen Hannouche (Kobe Steel)  
[channouche@kleinavocats.com](mailto:channouche@kleinavocats.com)

Cet avis a été autorisé par les tribunaux de la Colombie-Britannique et du Québec. Prière de ne pas contacter les tribunaux.

**Schedule C Opt-Out Form**

***Ryan Kett, Erik Oun and Jim Wong v. Kobe Steel, Ltd., Shinko Aluminum Wire Co., Ltd., Shinko Wire Stainless Company, Ltd., and Nippon Koshuha Steel Co. Ltd., Supreme Court of British Columbia No. S-1710805***

***Dallaire c. Kobe Steel, Ltd., Shinko Aluminum Wire Co., Ltd., Shinko Wire Stainless Company, Ltd. et Nippon Koshuha Steel Co. Ltd., Superior Court of Quebec, No. [500-06-xx]***

By completing this form, you are choosing not to participate in these proceedings or to receive any benefit from them.

If you opt-out, you should be aware that there are strictly enforced time limits within which you must take formal legal action to pursue your own claim. By opting-out, you will take full responsibility for taking all necessary legal steps to protect your claim.

If you wish to opt-out, you must complete, sign, and deliver this opt-out form to Class Counsel by mail, courier, or email no later than [DATE], 2019. To deliver your opt-out form to Class Counsel, you must email it to [insert email address], or mail or courier it to:

For residents of Canada outside Quebec:  
Klein Lawyers LLP  
400-1385 W 8th Ave  
Vancouver, B.C. V6H 3V9  
Attention: Dax Tanjuatco (re Kobe Steel)

For resident of Quebec:  
Klein Avocats Plaideurs Inc.  
1800-500 Place d'Armes  
Montreal, Quebec H2Y 2A2  
Attention: Careen Hannouche (re Kobe Steel)

If you are a resident of Quebec, you must also notify the Clerk of Superior Court of Quebec of your decision to opt-out, at the following address:

Clerk of the Superior Court of Quebec – Montreal Courthouse  
1, Notre-Dame Street East  
Montreal (Quebec) H2Y 1B6  
File Number: 500-06-xx

I, \_\_\_\_\_, (full name) hereby exercise my right to opt-out of the class certified in *Ryan Kett, Erik Oun and Jim Wong v. Kobe Steel, Ltd., Shinko Aluminum Wire Co., Ltd., Shinko Wire Stainless Company, Ltd., and Nippon Koshuha Steel Co. Ltd.*, Supreme Court of British Columbia No. S-1710805 and *Dallaire c. Kobe Steel, Ltd., Shinko Aluminum Wire Co. Ltd., Shinko Wire Stainless Company, Ltd. et Nippon Koshuha Steel Co. Ltd.*, Cour supérieure du Québec, No. [ACTION NUMBER]. I confirm my understanding that I will

**not** receive any benefits under the settlement reached in those proceedings, that I am **not** represented by Klein Lawyers LLP or Mathew P Good Law Corporation or Klein Avocats Plaideurs Inc., and that I will be responsible for protecting my own interests in relation to the claims asserted in those proceedings.

Date: \_\_\_\_\_

**Contact information**

Address: \_\_\_\_\_

City: \_\_\_\_\_

Province: \_\_\_\_\_

Postal code: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email: \_\_\_\_\_

***Ryan Kett, Erik Oun et Jim Wong c. Kobe Steel Ltd., Shinko Aluminum Wire Co., Ltd., Shinko Wire Stainless Company, Ltd. et Nippon Koshuha Steel Co. Ltd.,***  
Cour suprême de la Colombie-Britannique, No. S -1710805

***Dallaire c. Kobe Steel, Ltd., Shinko Aluminum Wire Co., Ltd., Shinko Wire Stainless Company, Ltd. et Nippon Koshuha Steel Co. Ltd.,***  
Cour supérieure du Québec, No. [500-06-xx]

En complétant ce formulaire, vous choisissez de ne pas participer à ces procédures ou de ne pas y recevoir de bénéfices.

Si vous vous excluez, soyez avisés qu'il existe des délais stricts à respecter dans lesquels vous devez intenter une action en justice afin de faire valoir votre propre réclamation. En vous excluant, vous assumerez l'entière responsabilité de prendre toutes les mesures juridiques nécessaires pour défendre votre réclamation.

Si vous souhaitez vous exclure, vous devez compléter, signer et transmettre ce formulaire d'exclusion aux Avocats du groupe par courrier, messagerie ou par courrier électronique au plus tard le [DATE], 2019. Afin de transmettre votre formulaire d'exclusion aux avocats du groupe, vous devez l'envoyer par courriel ou par courrier ou messagerie aux adresses suivantes :

Pour les résidents du Canada, à l'exception du Québec :

Klein Lawyers LLP  
400-1385 8<sup>ème</sup> Avenue O.  
Vancouver, Colombie-Britannique V6H 3V9  
À l'attention de : Dax Tanjuatco (Objet : Kobe Steel)

Pour les résidents du Québec :

Klein Avocats Plaideurs Inc.  
1800-500 Place d'Armes  
Montréal, Québec H2Y 2A2  
À l'attention de : Careen Hannouche (Objet : Kobe Steel)

Si vous êtes résident du Québec, vous devez également aviser le greffier de la Cour supérieure de votre choix de vous exclure à l'adresse suivante :

Greffier de la Cour supérieure du Québec - Palais de Justice de Montréal  
1, rue Notre-Dame Est  
Montréal (Québec) H2Y 1B6  
Numéro de dossier : 500-06-xx

Je, \_\_\_\_\_, (nom complet) exerce par la présente mon droit de m'exclure du groupe certifié/autorisé dans le cadre des actions collectives suivantes : *Ryan Kett, Erik Oun et Jim Wong c. Kobe Steel, Ltd., Shinko Aluminum Wire Co., Ltd., Shinko Wire Stainless Company, Ltd., et Nippon Koshuha Steel Co. Ltd.*, Cour suprême de la Colombie-Britannique, No. S-1710805 et *Dallaire c. Kobe Steel, Ltd., Shinko Aluminum Wire Co., Ltd.*,

*Shinko Wire Stainless Company, Ltd. et Nippon Koshuha Steel Co. Ltd.*, Cour supérieure du Québec, No. [ACTION NUMBER]. J'atteste que je comprends que je ne recevrai aucun bénéfice en vertu du règlement intervenu dans le cadre de ces procédures, que je ne suis pas représenté par Klein Lawyers LLP, Mathew P. Good Law Corporation ou Klein Avocats Plaideurs Inc. et que je serai responsable de protéger mes propres intérêts relatifs aux réclamations présentées dans ces procédures.

Date : \_\_\_\_\_

**Coordonnées**

Adresse : \_\_\_\_\_  
Ville : \_\_\_\_\_  
Province : \_\_\_\_\_  
Code postal : \_\_\_\_\_  
Numéro de téléphone : \_\_\_\_\_  
Courriel : \_\_\_\_\_

**Schedule D Settlement Approval Order**

No. S-1710805  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

Between

**RYAN KETT, ERIK OUN AND JIM WONG**

**PLAINTIFFS**

and

**KOBE STEEL, LTD., SHINKO ALUMINUM WIRE CO., LTD., SHINKO WIRE STAINLESS  
COMPANY, LTD., AND NIPPON KOSHUHA STEEL CO., LTD.**

**DEFENDANTS**

Brought under the *Class Proceedings Act*, R.S.B.C. 1996, c. 50

BEFORE } THE HON. JUSTICE D MACDONALD } \_\_\_\_/\_\_\_\_/2019

**ORDER**

ON THE APPLICATION of the Plaintiffs coming on for hearing before the Honourable Madam Justice MacDonald at the Courthouse at 800 Smithe Street, Vancouver, B.C., on \_\_\_\_/\_\_\_\_/2019, on reading the materials filed, including the settlement agreement dated as of ●, 2019 (“Settlement Agreement”), and on hearing David A. Klein and Mathew Good for the Plaintiffs, and on hearing James Sullivan QC, Robin L. Reinertson and Joshua Hutchinson for the Defendants, and on being advised that the Plaintiffs and Defendants consent to this Order;

THIS COURT ORDERS that:

1. all capitalized terms in this Order have the same meaning as defined in the Settlement Agreement attached as Schedule “A” to this Order, and apply to and are incorporated into this Order;

2. the Settlement Agreement is fair, reasonable and in the best interests of the National Class;
3. the Settlement Agreement is approved pursuant to section 35 of the *Class Proceedings Act*, RSBC 1996, c 50, and shall be implemented and enforced in accordance with its terms;
4. this Order, including the Settlement Agreement, is binding upon each member of the National Class, including those persons who are minors or mentally incapable;
5. this action be and is hereby dismissed against with prejudice and without costs as against any party;
6. each member of the National Class shall be deemed to irrevocably consent to the dismissal, without costs and with prejudice, of any action or proceeding relating to the Released Claims against the Releasees and all such actions or proceedings shall be dismissed, without costs and with prejudice.
7. each Releasor has released and shall be conclusively deemed to have forever and absolutely released the Releasees from the Released Claims;
8. each Releasor shall not now or hereafter institute, maintain, intervene in or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other Person, any proceeding, cause of action, claim or demand against any Releasee or any other Person who may claim contribution or indemnity, or other claims over relief, from any Releasee, whether pursuant to the *Negligence Act*, RSBC 1996, c 333 or other legislation or at common law or equity in respect of any Released Claim;
9. for purposes of administration and enforcement of the Settlement Agreement and this Order, this Court retains an ongoing supervisory role and jurisdiction to administer, supervise, construe and enforce the Settlement Agreement and this Order, subject to the terms and conditions set out in the Settlement Agreement and this Order; and
10. the terms of this Order shall not be effective unless and until (i) the Settlement Agreement is approved by the Quebec Court and the Quebec Proceeding has been dismissed with prejudice and without costs by the Quebec Court, and (ii) the Recognition and Enforcement Order is obtained from the Ontario Court and the Ontario Proceeding has been dismissed with prejudice and without costs by the Ontario Court. If such orders are not secured in Quebec and Ontario, and the Settlement Agreement is terminated in accordance with its terms, then this Order shall



be declared null and void and without prejudice to the rights of the Parties on subsequent application made on notice.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER:

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Signature of lawyer for the Plaintiffs

By the Court:

---

Signature of lawyer for the Defendants

---

Registrar

**Schedule E First Quebec Order**

**CANADA**

**PROVINCE OF QUEBEC  
DISTRICT OF MONTRÉAL  
LOCALITY OF MONTRÉAL**

**(Class Actions)  
SUPERIOR COURT**

---

No:

**DANIELLE DALLAIRE**

Applicant

v.

**KOBE STEEL, LTD., SHINKO ALUMINUM  
WIRE CO., LTD., SHINKO WIRE  
STAINLESS COMPANY, LTD. AND NIPPON  
KOSHUHA STEEL CO. LTD.**

Defendants

---

**PRESIDED BY THE HONOURABLE JUSTICE \_\_\_\_\_ OF THE SUPERIOR  
COURT OF QUEBEC, DISTRICT OF MONTREAL**

**JUDGEMENT**

1. **CONSIDERING** the Applicant's Application for authorization to institute a class action and to obtain the status of representative;
2. **CONSIDERING** the Applicant's application to approve the form and content of the Notice of the Settlement Approval Hearing for approval of the method of dissemination of notifying class members of the Settlement Agreement, and to approve the form and content of the Opt-Out Form (together, the "Application");
3. **CONSIDERING** the material filed in the Court record, including the National Canadian Class Action Settlement Agreement dated June 7, 2019 and upon hearing submissions of counsel for the Applicant and the Defendants;
4. **CONSIDERING** that this Court is of the opinion that, for settlement purposes only, the Applicant's Application for authorization to institute a class action and to obtain the status of representative complies with articles 574 and 575 C.C.P.;

5. **CONSIDERING** that the Defendants consent to this Judgment for the purpose of Settlement approval only;
6. **CONSIDERING** that such consent will be withdrawn or deemed to have never been given if the Settlement Agreement, Exhibit A, is not ultimately approved;

**FOR THESE REASONS, MAY IT PLEASE THIS HONOURABLE COURT TO:**

7. **GRANT** the present Application;
8. **ORDER** that, except as otherwise specified in, or as modified by this Judgment, capitalized terms used herein shall have the meaning ascribed in the Settlement Agreement;
9. **AUTHORIZE** the bringing of a class action pro forma against the Defendants Kobe Steel, Ltd., Shinko Aluminum Wire Co., Ltd., Shinko Wire Stainless Company, Ltd. and Nippon Koshuha Steel Co. Ltd. for the purpose of settlement approval only, subject to the terms of the Settlement Agreement, Schedule A;
10. **APPOINT**, for the purpose of settlement only, the Applicant as the representative plaintiff of the following class:  

All Quebec residents who (1) purchased or leased a new or used vehicle manufactured by Toyota (including Lexus), Honda (including Acura), Subaru, Mazda, Mitsubishi, Nissan (including Infiniti), Kia, Hyundai, Tesla or GM, or (2) purchased parts or replacement parts containing automotive metal manufactured by the Defendants, between 2002 and 2018.
11. **IDENTIFY**, for the purpose of settlement only, the following issue to be dealt with collectively:  

Did the Defendants breach any right protected under common law or under any federal or provincial legislation in relation to their quality control certifications?
12. **ORDER** that the Approval Hearing is to be held on a date at least thirty-one (31) days after Notice is first published in accordance with the Settlement Agreement at:

\_\_\_\_\_, in room [NUMBER] at the Montreal Courthouse, 1, Notre-Dame Street East (the "Settlement Approval Hearing"), at which time this Court will be asked to decide:

- a) whether to approve the Settlement Agreement as fair, reasonable and in the best interest of the Class Members;
- b) whether Class Counsel's application for fees, disbursements and applicable taxes should be granted;
- c) whether to grant an indemnity and honourarium award to the Class Representative; and

- d) any other matters as the Court may deem appropriate;
13. APPROVE the form and content of the Notice of the Settlement Approval Hearing, substantially in the form as set forth in Schedule B to the Settlement Agreement;
  14. ORDER that the Notice of the Settlement Approval Hearing shall be published and disseminated substantially in accordance with the terms as set forth in the Settlement Agreement;
  15. DECLARE that the form and manner of Notice of the Settlement Approval Hearing as approved herein represents fair and reasonable notice to all persons entitled to notice of the authorization and Settlement Approval Hearing;
  16. ORDER that, in accordance with the terms of the Settlement Agreement, the costs associated with the Notice of the Settlement Approval Hearing shall be paid from the Settlement Amount;
  17. ORDER that the date and time of the Settlement Approval Hearing shall be set forth in the Notice of the Settlement Approval Hearing, but may be subject to adjournment by the Court without further publication notice to the Class Members other than such notice which will be posted on the Settlement Website;
  18. APPROVE the form and content of the Opt-Out Form, substantially in the form as set forth in Schedule C to the Settlement Agreement;
  19. ORDER that persons who would otherwise be Class Members may exclude themselves from this proceeding by sending a fully completed Opt-Out Form, in the manner provided for in the pre-approval notices, no later than thirty (30) days following the dissemination of the Notice of the Settlement Approval Hearing;
  20. SET the deadline for Class Members to object to the Settlement Agreement as no later than thirty (30) days after the first dissemination of the Notice of the Settlement Approval Hearing;
  21. ORDER that a copy of this Judgment shall be posted on the Settlement Website;
  22. THE WHOLE, without legal costs.

---

, J.S.C.

**Schedule F Second Quebec Order**

**CANADA**

**PROVINCE OF QUEBEC  
DISTRICT OF MONTRÉAL  
LOCALITY OF MONTRÉAL**

**(Class Actions)  
SUPERIOR COURT**

---

No:

**DANIELLE DALLAIRE**

Applicant

v.

**KOBE STEEL, LTD., SHINKO ALUMINUM  
WIRE CO., LTD., SHINKO WIRE  
STAINLESS COMPANY, LTD. AND NIPPON  
KOSHUHA STEEL CO. LTD.**

Defendants

---

**PRESIDED BY THE HONOURABLE JUSTICE \_\_\_\_\_ OF THE SUPERIOR  
COURT OF QUEBEC, DISTRICT OF MONTREAL**

**JUDGEMENT APPROVING THE SETTLEMENT AGREEMENT**

**CONSIDERING THE FOLLOWING:**

1. The Applicant's Application for authorization to institute a class action and to obtain the status of representative and the Applicant's Application to approve the Settlement Agreement and Class Counsel Fees (the "Application");
2. The settlement entered into between the Applicant and the Defendants as reflected in the Settlement Agreement;
3. The appropriate notice was published in French and in English and that no opposition was filed;
4. The material filed in the Court record and the submissions of counsel for the Applicant and counsel for the Defendants;
5. This Court is of the opinion that the Settlement Agreement reached between the parties is fair, reasonable and in the best interest of Class Members and complies with articles 590 and 593 C.C.P.;

6. The parties' joint request to approve the Settlement Agreement, the absence of opposition to such request and the submissions of the Fonds d'aide aux actions collectives;

**FOR THESE REASONS, MAY IT PLEASE THIS HONOURABLE COURT TO:**

7. ORDER that, except as otherwise specified in, or as modified by this Judgment, capitalized terms used herein shall have the meaning ascribed in the Settlement Agreement;
8. ORDER and DECLARE that the Settlement Agreement (including its Preamble and its Schedules), under reserve of the modifications ordered below concerning the payment to Class Counsel:
- a) is fair, reasonable and in the best interests of the Class Members;
  - b) is hereby approved pursuant to articles 590 and 593 C.C.P.; and
  - c) shall be implemented in accordance with all of its terms;
9. ORDER that the Settlement Amount set forth in the Settlement Agreement shall be provided in full satisfaction of the obligations of the Defendants under the Settlement Agreement;
10. DECLARE that the Settlement Agreement constitutes a transaction in conformity with article 2631 of the *Civil Code of Quebec* which is binding upon all parties and all Class Members who have not excluded themselves in a timely manner;
11. DECLARE that all Class Members, unless they opted out prior to the Opt-Out Deadline, shall be deemed to have elected to participate in the Settlement and shall be bound by the Settlement Agreement and this Judgment;
12. APPROVE the payment to Class Counsel of its extrajudicial fees and disbursements;
13. CONFIRM that no notice of the said judgment has to be published considering that there cannot be any individual liquidation to Class Members in the present matter;
14. ORDER that the levies for the *Fonds d'aide aux actions collectives* as provided for in the Settlement Agreement be remitted according to the *Loi sur le Fonds d'aide aux actions collectives* and the *Règlement sur le pourcentage prélevé par le Fonds d'aide aux actions collectives*;
15. ORDER that a copy of this Judgment shall be posted on the Settlement Website;
16. THE WHOLE, without legal costs.

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, J.S.C.

Schedule G Recognition and Enforcement Order

Court File No. CV-17-586942-00CP

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

THE HONORABLE )  
 ) \_\_\_\_\_ THE \_\_\_\_\_ DAY  
JUSTICE )  
 ) OF \_\_\_\_\_ 2019  
 )

**BETWEEN:**

NANCY CURRAN

Plaintiff

- and -

KOBE STEEL, LTD., SHINKO METAL PRODUCTS CO., LTD.,  
SHINKO ALUMINUM WIRE CO., LTD., SHINKO WIRE STAINLESS COMPANY, LTD.,  
KOBELCO & MATERIALS COPPER TUBE CO. AND  
NIPPON KOSHUHA STEEL CO., LTD.

Defendants

Proceeding under the *Class Proceedings Act, 1992*

**ORDER**

**THIS MOTION** made by the Plaintiff for an Order recognizing and enforcing the Order of the Honourable Madam Justice MacDonald of the Supreme Court of British Columbia made on ●, 2019 and attached to this Order as Schedule "A" (the "BC Settlement Approval Order") was heard this day at the Courthouse, 330 University Avenue, Toronto, Ontario.

**WHEREAS** on ●, 2019, the Honourable Madam Justice MacDonald of the Supreme Court of British Columbia, who is responsible for the case management of a parallel BC

Proceeding in the Supreme Court of British Columbia, bearing File No. VLC-S-S-1710805, approved a settlement agreement in the BC Proceeding dated as of ●, 2019, which is attached to this Order as Schedule "B" (the "Settlement Agreement");

**WHEREAS** the BC Settlement Approval Order declared that the Settlement Agreement is fair, reasonable and in the best interests of the class;

**WHEREAS** the Settlement Agreement is conditional upon recognition and enforcement of the BC Settlement Approval Order by this Court and requires the dismissal of this action and all other actions brought by any Releasor in Ontario;

**AND ON READING** the materials filed, including the BC Settlement Approval Order of Madam Justice MacDonald of the Supreme Court of British Columbia and the Settlement Agreement;

**AND ON HEARING** the submissions of counsel for the Plaintiff and counsel for the Defendants;

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

**THIS COURT ORDERS** that:

1. For the purposes of this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order, except to the extent that they are modified by this Order;
2. The BC Settlement Approval Order (which is Schedule "A" hereto) shall be and hereby is enforced in Ontario as if it were an order or judgment of, and entered in, this Court;
3. The Settlement Agreement is binding upon the Plaintiff and all Class Members in Ontario (including persons under disability within the meaning of the *Rules of Civil Procedure*);
4. This Ontario Proceeding and any other proceeding commenced in Ontario by a Releasor against the Releasees shall be and is hereby dismissed against all Releasees without costs and with prejudice.



5. **There will be no costs of this motion.**

---

**The Honourable Justice**

NANCY CURRAN -and- KOBE STEEL, LTD. et al.  
Plaintiff

Defendants

Court File No. CV-17-586942-00CP

ONTARIO  
SUPERIOR COURT OF JUSTICE  
Proceeding commenced at Toronto

Proceeding under the *Class Proceedings Act, 1992*

**ORDER**

**BLAKE, CASSELS & GRAYDON LLP**  
Barristers & Solicitors  
199 Bay Street  
Suite 4000, Commerce Court West  
Toronto ON M5L 1A9

**James Sullivan, Q.C.**  
Tel: 604-631-3358  
Fax: 604-631-3309  
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robin.reinertson@blakes.com

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Tel: 416-863-2399  
Fax: 416-863-2653  
nicole.henderson@blakes.com

Lawyers for the defendants