

**LINEAR RESISTORS CLASS ACTION
NATIONAL SETTLEMENT AGREEMENT**

Between:

SEAN ALLOTT, DANIEL KLEIN AND OPTION CONSOMMATEURS

(the "Plaintiffs")

and

KOA CORPORATION and KOA SPEER ELECTRONICS, INC.

(the "Settling Defendants")

Executed: June 20, 2024

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Table of Contents

RECITALS.....	1
SECTION 1 - DEFINITIONS.....	3
SECTION 2 - SETTLEMENT APPROVAL.....	9
2.1 Best Efforts.....	9
2.2 Motions Seeking Approval of Notice and Certification or Authorization.....	9
2.3 Motions Seeking Approval of the Settlement.....	10
2.4 Pre-Motion Confidentiality.....	10
SECTION 3 - SETTLEMENT BENEFITS	10
3.1 Payment of Settlement Amount.....	10
3.2 Taxes and Interest	11
SECTION 4 - DISTRIBUTION OF THE SETTLEMENT AMOUNT AND ACCRUED INTEREST.....	12
4.1 Distribution Protocol.....	12
SECTION 5 - RELEASES AND DISMISSALS.....	12
5.1 Release of Releasees	12
5.2 Covenant Not to Sue	12
5.3 No Further Claims	12
5.4 Dismissal of the Proceedings.....	13
5.5 Dismissal of Other Actions.....	13
5.6 Claims Against Other Entities Reserved	14
SECTION 6 - EFFECT OF SETTLEMENT.....	14
6.1 No Admission of Liability.....	14
6.2 Agreement Not Evidence	14
SECTION 7 - CERTIFICATION OR AUTHORIZATION FOR SETTLEMENT ONLY	15
SECTION 8 - NOTICE TO SETTLEMENT CLASS.....	15
8.1 Notices Required.....	15
8.2 Form and Distribution of Notices	15

TABLE OF CONTENTS
(continued)

SECTION 9 - ADMINISTRATION AND IMPLEMENTATION	15
9.1 Mechanics of Administration.....	15
9.2 Information and Assistance	16
SECTION 10 - CLASS COUNSEL FEES, DISBURSEMENTS AND ADMINISTRATION EXPENSES.....	17
SECTION 11 - NON-APPROVAL OR TERMINATION OF SETTLEMENT AGREEMENT	18
11.1 Right of Termination	18
11.2 Effect of Non-Approval or Termination of Settlement Agreement.....	19
11.3 Allocation of Settlement Amount Following Termination	19
11.4 Survival of Provisions After Termination	20
SECTION 12 - MISCELLANEOUS.....	20
12.1 Motions for Directions and Courts' Ongoing Jurisdiction.....	20
12.2 Releasees Have No Liability for Administration	21
12.3 Headings, etc.....	21
12.4 Computation of Time	21
12.5 Governing Law.....	21
12.6 Entire Agreement	22
12.7 Amendments.....	22
12.8 Binding Effect.....	22
12.9 Counterparts	22
12.10 Negotiated Agreement	22
12.11 Language.....	23
12.12 Transaction.....	23
12.13 Recitals	23
12.14 Schedules.....	23
12.15 Acknowledgements.....	23
12.16 Authorized Signatures	24
12.17 Notice	24
12.18 Date of Execution.....	25

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RECITALS

- A. WHEREAS the Proceedings were commenced by the Ontario Plaintiff in London, Ontario, the BC Plaintiff in Vancouver, British Columbia and the Québec Plaintiff in Montreal, Québec;
- B. WHEREAS the Plaintiffs allege in the Proceedings that certain companies, including the Settling Defendants, participated in an unlawful conspiracy to fix, raise, maintain or stabilize the price of Linear Resistors in Canada, contrary to Part VI of the *Competition Act* and the common law and/or civil law;
- C. WHEREAS the Settling Defendants do not admit, through the execution of this Settlement Agreement or otherwise, any allegation of unlawful conduct alleged in the Proceedings, or otherwise;
- D. WHEREAS the Plaintiffs, Class Counsel and the Settling Defendants agree that neither this Settlement Agreement nor any statement made in the negotiation thereof shall be deemed or construed to be an admission by or evidence against the Settling Defendants or evidence of the truth of any of the Plaintiffs' allegations against the Settling Defendants, which allegations are expressly denied by the Settling Defendants;
- E. WHEREAS the Settling Defendants are entering into this Settlement Agreement in order to achieve a final and nationwide resolution of all Released Claims asserted or which could have been asserted against the Releasees by the Plaintiffs and the Settlement Classes in the Proceedings, and to avoid further expense, inconvenience and the distraction of burdensome and protracted litigation;
- F. WHEREAS the Settling Defendants do not attorn to the jurisdiction of the Courts or any other court or tribunal in respect of any civil, criminal or administrative process except to the extent they have previously done so in the Proceedings or as expressly provided in this Settlement Agreement with respect to the Proceedings;
- G. WHEREAS Counsel for the Settling Defendants and Class Counsel have engaged in extensive arm's-length settlement discussions and negotiations resulting in this Settlement Agreement relating to Canada;

- H. WHEREAS as a result of these settlement discussions and negotiations, the Settling Defendants and the Plaintiffs have entered into this Settlement Agreement, which sets out all of the terms and conditions of the settlement between the Settling Defendants and the Plaintiffs, both individually and on behalf of the Settlement Classes they represent or seek to represent, subject to approval of the Courts;
- I. WHEREAS Class Counsel have reviewed and fully understand the terms of this Settlement Agreement and, based on their analyses of the facts and law applicable to the Plaintiffs' claims, having regard to the burdens and expense in prosecuting the Proceedings, including the risks and uncertainties associated with trials and appeals, and having regard to the value of the Settlement Agreement, the Plaintiffs and Class Counsel have concluded that this Settlement Agreement is fair, reasonable and in the best interests of the Plaintiffs and the Settlement Classes they represent or seek to represent;
- J. WHEREAS the Parties therefore wish to and hereby finally resolve on a national basis, without admission of liability, the Proceedings as against the Settling Defendants;
- K. WHEREAS, on September 30, 2016, the Québec Plaintiff filed an Amended Motion to Institute a Class Action by which Karine Robillard was to be substituted for Option consommateurs as plaintiff in the Québec Action;
- L. WHEREAS, on October 12, 2016, the Québec Action was suspended by the Québec Court;
- M. WHEREAS on February 8, 2021, the Québec Plaintiff filed a Motion *de bene esse* for leave to amend its Application to Institute a Class Action by which the Québec Plaintiff was to be granted the status of representative in the Québec Action and which also aimed to add to the Québec Action several defendants, including the Settling Defendants. The Motion was granted by the Québec Court on February 25, 2021 and the Re-amended Application to Institute a Class Action was filed in the Québec Court on March 25, 2021;.
- N. WHEREAS for the purposes of settlement only, the Parties now consent to certification or authorization of the Proceedings as class proceedings and to the Settlement Classes and a Common Issue in respect of each of the Proceedings solely for the purposes of implementing this Settlement Agreement in a coordinated and consistent manner across Canada and contingent on approvals by the Courts as provided for in this Settlement

Agreement, on the express agreement that such certification or authorization shall not derogate from the respective rights of the Parties in the event that this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason;

O. WHEREAS a notice program and opt-out process had already been provided to the Settlement Classes on a national basis pursuant to Orders of the Ontario, BC and Québec Courts. The Opt-Out Deadline expired on January 29, 2021 and there were no opt-outs.; and

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

NOW THEREFORE, in consideration of the covenants, agreements and releases set forth and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, it is agreed by the Parties that the BC Action and the Ontario Action be settled and dismissed with prejudice as to the Settling Defendants, without costs as to the Parties, or the Releasees, and that the Québec Action shall be settled out of court as to the Settling Defendants, without costs to the Parties, or the Releasees, subject to the approval of the Courts, on the following terms and conditions:

SECTION 1 - DEFINITIONS

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

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

- (5) **BC Court** means the Supreme Court of British Columbia.
- (6) **BC Plaintiff** means Daniel Klein.
- (7) **BC Settlement Class** means the settlement class in respect of the BC Action that is identified in Schedule "A" to this Settlement Agreement.
- (8) **Claims Administrator** means the firm to be proposed by Class Counsel and appointed by the Courts to administer the Settlement Amount in accordance with the provisions of the Settlement Agreement and the Distribution Protocol, and any employees of such firm.
- (9) **Class Counsel** means Ontario Counsel, Québec Counsel and BC Counsel.
- (10) **Class Counsel Disbursements** means the disbursements and applicable taxes incurred by Class Counsel in the prosecution of the Proceedings, as well as any adverse costs awards issued against the Plaintiffs in the Proceedings.
- (11) **Class Counsel Fees** means the fees of Class Counsel, GST or HST (as the case may be) and other applicable taxes or charges thereon, including any amounts payable by Class Counsel or the Settlement Class Members to any other body or Person, including the Fonds d'aide aux actions collectives in Québec, as a result of the Settlement Agreement.
- (12) **Class Period** means July 9, 2003 to September 14, 2015.
- (13) **Common Issue** means: Did the Settling Defendants conspire to fix, raise, maintain or stabilize the price of, or allocate markets and customers of, Linear Resistors directly or indirectly in Canada during the Class Period?
- (14) **Counsel for the Settling Defendants** means Stikeman Elliott ^{LLP}.
- (15) **Courts** means the Ontario Court, the Québec Court and the BC Court.
- (16) **Defendants** means the entities named as defendants in any of the Proceedings as identified in Schedule "A" to this Settlement Agreement, and any Persons added as defendants in the Proceedings in the future. For greater certainty, Defendants includes, without limitation, the Settling Defendants.

- (17) ***Distribution Protocol*** means the plan to be developed by Class Counsel for distributing the Settlement Amount, plus accrued interest and less approved Administration Expenses and Class Counsel Fees and Disbursements, to Settlement Class Members, as approved by the Courts.
- (18) ***Documents*** means all papers, computer or electronic records, or other materials within the scope of Rule 1.03(1) and Rule 30.01(1) of the Ontario *Rules of Civil Procedure* and any copies, reproductions or summaries of the foregoing, including microfilm copies and computer images.
- (19) ***Effective Date*** means the date when the Final Orders have been received from all Courts approving this Settlement Agreement.
- (20) ***Excluded Person*** means each Defendant, the directors and officers of each Defendant, the subsidiaries or affiliates of each Defendant, the entities in which each Defendant or any of that Defendant's subsidiaries or affiliates have a controlling interest and the legal representatives, heirs, successors and assigns of each of the foregoing.
- (21) ***Execution Date*** means the date on the cover page, as of which the Parties have executed this Settlement Agreement.
- (22) ***Final Order(s)*** means a final judgment entered by a Court approving this Settlement Agreement in accordance with its terms, once the time to appeal such judgment has expired without any appeal being taken, if an appeal lies, or once there has been affirmation of the approval of this Settlement Agreement in accordance with its terms, upon a final disposition of all appeals.
- (23) ***Linear Resistors*** means electronic components that provide a specific amount of resistance to an electronic circuit, including without limitation, chip, chip resistor networks, metal plate and other fixed resistors, and variable resistors.
- (24) ***Non-Settling Defendant(s)*** means any Defendant that is not: (i) a Settling Defendant; (ii) a Settled Defendant; or (iii) a Defendant against whom the Proceedings have been dismissed or discontinued, either before or after the Execution Date.
- (25) ***Notice of Certification and of Approval Hearings*** means the form or forms of notice, agreed to by the Plaintiffs and the Settling Defendants, or such other form or forms of

notice as may be agreed by the Parties and approved by the Courts, which informs the Settlement Class of: (i) the certification or authorization of the Proceedings as class proceedings for settlement purposes; (ii) the dates and locations of the Approval Hearings; and, (iii) the process by which a Settlement Class Member may object to the settlement.

- (26) **Ontario Action** means the proceeding commenced by the Ontario Plaintiff before the Ontario Court as identified in Schedule "A" to this Settlement Agreement.
- (27) **Ontario Counsel** means Foreman & Company Professional Corporation and Siskinds ^{LLP}.
- (28) **Ontario Court** means the Ontario Superior Court of Justice.
- (29) **Ontario Plaintiff** means Sean Allott.
- (30) **Ontario Settlement Class** means the settlement class in respect of the Ontario Action that is identified in Schedule "A" to this Settlement Agreement.
- (31) **Other Actions** means any other actions or proceedings, excluding the Proceedings, relating to Released Claims commenced by a Settlement Class Member either before or after the Effective Date.
- (32) **Party and Parties** means the Settling Defendants, the Plaintiffs, and, where necessary, the Settlement Class Members.
- (33) **Person(s)** means an individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, trustee, executor, beneficiary, unincorporated association, government or any political subdivision or agency thereof, and any other business or legal entity and their heirs, predecessors, successors, representatives, or assignees.
- (34) **Plaintiffs** means the Ontario Plaintiff, the Québec Plaintiff and the BC Plaintiff.
- (35) **Proceedings** means the Ontario Action, the Québec Action, and the BC Action as identified in Schedule "A" to this Settlement Agreement.
- (36) **Purchase Price** means the sale price, less any discounts, rebates, buy-backs, delivery or shipping charges, or taxes paid by Settlement Class Members for Linear Resistors purchased during the Class Period.

- (37) **Québec Action** means the proceeding commenced by the Québec Plaintiff before the Québec Court identified in Schedule “A” to this Settlement Agreement.
- (38) **Québec Counsel** means Belleau Lapointe s.e.n.c.r.l.
- (39) **Québec Court** means the Superior Court of Québec.
- (40) **Québec Plaintiff** means Option consommateurs.
- (41) **Québec Settlement Class** means the settlement class in respect of the Québec Action that is identified in Schedule “A” to this Settlement Agreement.
- (42) **Recitals** means the recitals to this Settlement Agreement.
- (43) **Released Claims** means any and all manner of claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, whether personal or subrogated, damages whenever incurred, damages of any kind including compensatory, punitive or other damages, liabilities of any nature whatsoever, including interest, costs, expenses, class administration expenses (including Administration Expenses), penalties, and lawyers’ fees (including Class Counsel Fees and Class Counsel Disbursements), known or unknown, suspected or unsuspected, foreseen or unforeseen, actual or contingent, and liquidated or unliquidated, in law, under statute or in equity, in this or any other Canadian or foreign jurisdiction (all of the foregoing, collectively, “Claims” or, individually, a “Claim”), that the Releasors, or any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall or may have, relating in any way to any conduct occurring anywhere that is alleged or that could have been alleged in the Proceedings or that is arising from their factual predicate, during the Class Period, including, without limitation, any Claims, whether in Canada or elsewhere, as a result of or in connection with an alleged conspiracy or other unlawful agreement or any other horizontal or vertical, or unilateral or coordinated, anti-competitive conduct (whether that conduct occurred in Canada or elsewhere) in connection with the purchase, sale, pricing, discounting, marketing or distributing of Linear Resistors whether sold directly, or indirectly as part of products containing Linear Resistors, in Canada during the Class Period, including, without limitation, any claims for consequential, subsequent or follow on harm that arise after the Class Period in respect of any agreement or conduct arising from the factual predicate of the Proceedings, or any amended complaint or pleading therein, that

occurred during the Class Period. For greater certainty, nothing herein shall be construed to release any Claims arising from breach of contract, for negligence, bailment, failure to deliver, lost goods, delayed or damaged goods or any similar claim between the Releasees and Releasers relating to Linear Resistors.

- (44) **Releasee(s)** means, jointly and severally, individually and collectively, the Settling Defendants and all of their present and former, direct and indirect, parents, subsidiaries, divisions, affiliates, partners, insurers, and all other Persons, partnerships or corporations with whom any of the former have been, or are now, affiliated and all of their past, present and future officers, directors, employees, agents, shareholders, attorneys, trustees, servants and representatives, and the predecessors, successors, purchasers, heirs, executors, administrators and assigns of each of the foregoing. No other Defendants are Releasees.
- (45) **Releasers** means, jointly and severally, individually and collectively, the Plaintiffs and the Settlement Class Members, on behalf of themselves and any Person or entity claiming by or through them as a present or former, direct or indirect, parent, subsidiary, affiliate, division or department, predecessor, successor, shareholder, partner, director, owner of any kind, agent, principal, employee, contractor, attorney, heir, executor, administrator, insurer, devisee, assignee, trustee, servant, contractor or representative of any kind, other than Persons who opted out of the Proceedings in accordance with orders of the Courts.
- (46) **Schedules** means the schedules to this Settlement Agreement.
- (47) **Settled Defendant(s)** means any Defendant (excluding the Settling Defendants) that has executed or executes its own settlement agreement in the Proceedings and whose settlement agreement has become or becomes effective in accordance with its terms, whether or not such settlement agreement is in existence at the Execution Date.
- (48) **Settlement Agreement** means this agreement, including the Recitals and Schedules.
- (49) **Settlement Amount** means the sum of three million three hundred thousand Canadian dollars (CAD \$3,300,000).
- (50) **Settlement Class(es)** means all Persons who are members of the Ontario Settlement Class, the Québec Settlement Class and the BC Settlement Class.

- (51) **Settlement Class Member(s)** means a member of a Settlement Class.
- (52) **Settling Defendant(s)** means KOA Corporation and KOA Speer Electronics, Inc.
- (53) **Trust Account** means a guaranteed investment vehicle, liquid money market account or equivalent security offered by a Canadian Schedule I bank (a bank listed in Schedule I of the *Bank Act*, SC 1991, c 46) or a Provincially Registered Credit Union (listed under the *Credit Unions and Caisses Populaires Act, 1994*, S.O. 1994, c. 11) held at a Canadian financial institution under the control of Ontario Counsel for the benefit of the Settlement Class Members or the Settling Defendants, as provided for in this Settlement Agreement.

SECTION 2 - SETTLEMENT APPROVAL

2.1 Best Efforts

- (1) The Parties shall use their best efforts to implement this Settlement Agreement and to secure the prompt, complete and final dismissal with prejudice of the Proceedings as against the Settling Defendants, and a prompt, complete declaration of settlement out of court of the Québec Action as against the Settling Defendants. The Parties agree that the Plaintiffs may seek permission from the Courts to conduct a coordinated hearing of the settlement approval motions on a national basis.

2.2 Motions Seeking Approval of Notice and Certification or Authorization

- (1) The Plaintiffs shall bring motions before the Courts, as soon as practicable after the Execution Date, for orders approving the Notice of Certification and of Approval Hearings and certifying or authorizing each of the Proceedings commenced in their respective jurisdictions as a class proceeding as against the Settling Defendants (for settlement purposes only).
- (2) Within ten (10) days of the Execution Date, Quebec Counsel shall provide the Re-amended Application to Institute a Class Action to the Settling Defendants through counsel and the Settling Defendants will accept service of it, for the purposes of this Settlement Agreement only and not for any other purpose.
- (3) The Ontario order approving the Notice of Certification and of Approval Hearings and certifying the Ontario Action for settlement purposes shall be proposed to the Ontario Court substantially in the form attached as Schedule "B". The form and content of the

Québec and BC orders approving the Notice of Certification and of Approval Hearings and authorizing or certifying the Québec and BC Actions for settlement purposes shall be agreed upon by the Parties and shall mirror the substance and, where possible, the form of the Ontario order attached as Schedule “B”.

2.3 Motions Seeking Approval of the Settlement

- (1) As soon as practicable after the orders referred to in section 2.2(1) have been granted and the Notice of Certification and of Approval Hearings has been published, the Plaintiffs shall bring motions before the Courts for orders approving this Settlement Agreement.
- (2) The Ontario order approving this Settlement Agreement shall be proposed to the Ontario Court substantially in the form attached as Schedule “C”. The Québec and BC orders approving this Settlement Agreement shall be agreed upon by the Parties and shall mirror the substance and, where possible, the form of the Ontario order attached as Schedule “C”.
- (3) This Settlement Agreement shall only become final on the Effective Date.

2.4 Pre-Motion Confidentiality

- (1) Until the first of the motions required by section 2.2(1) is brought, the Parties shall keep all of the terms of the Settlement Agreement confidential and shall not disclose them without the prior consent of Counsel for the Settling Defendants and Class Counsel, as the case may be, except to legal counsel or as required for the purposes of financial reporting or the preparation of financial records (including tax returns and financial statements), as necessary to give effect to the terms of this Settlement Agreement, or as otherwise required by law.
- (2) Upon the Execution Date, Class Counsel may provide a copy of this Settlement Agreement to the Courts and Non-Settling Defendants.

SECTION 3 - SETTLEMENT BENEFITS

3.1 Payment of Settlement Amount

- (1) On the Execution Date, Class Counsel shall provide the necessary deposit information or wiring information, whichever is necessary to remit payment, to Counsel for the Settling

Defendants. Within thirty (30) days of the Execution Date, the Settling Defendants shall pay the Settlement Amount to Class Counsel for deposit into the Trust Account.

- (2) The Settlement Amount shall be inclusive of all amounts, including interest and costs. The Settlement Amount and other consideration to be provided in accordance with the terms of this Settlement Agreement shall be provided in full satisfaction of the Released Claims against the Releasees.
- (3) The Releasees shall have no obligation to pay any amount in addition to the Settlement Amount for any reason pursuant to or in furtherance of this Settlement Agreement or the Proceedings.
- (4) Ontario Counsel or its duly appointed agent shall maintain the Trust Account as provided for in this Settlement Agreement.
- (5) Ontario Counsel or its duly appointed agent shall not pay out all or any part of the monies in the Trust Account, except in accordance with this Settlement Agreement or in accordance with an order of the Courts obtained after notice to the Parties.

3.2 Taxes and Interest

- (1) Except as hereinafter provided, all interest earned on the Settlement Amount shall accrue to the benefit of the Settlement Class and shall become and remain part of the Trust Account.
- (2) Subject to section 3.2(3), all taxes payable on any interest which accrues on the Settlement Amount in the Trust Account shall be the responsibility of the Settlement Class. Ontario Counsel or its duly appointed agent shall be solely responsible to fulfill all tax reporting and payment requirements arising from the monies in the Trust Account, including any obligation to report taxable income and make tax payments. All taxes (including interest and penalties) due with respect to the income earned on the monies in the Trust Account shall be paid from the Trust Account.
- (3) The Settling Defendants shall have no responsibility to make any filings relating to the Trust Account and will have no responsibility to pay tax on any income earned by the monies in the Trust Account or pay any taxes on the monies in the Trust Account, unless this Settlement Agreement is not approved, is terminated or otherwise fails to take effect,

in which case the interest earned on the Settlement Amount in the Trust Account shall be paid to the Settling Defendants who, in such case, shall be responsible for the payment of all taxes on such interest not previously paid by Ontario Counsel or its duly appointed agent.

SECTION 4 - DISTRIBUTION OF THE SETTLEMENT AMOUNT AND ACCRUED INTEREST

4.1 Distribution Protocol

- (1) At a time within the discretion of Class Counsel, but with reasonable notice to the Settling Defendants, Class Counsel will make an application seeking orders from the Courts approving the Distribution Protocol.

SECTION 5 - RELEASES AND DISMISSALS

5.1 Release of Releasees

- (1) Upon the Effective Date, subject to section 5.2, in consideration of payment of the Settlement Amount and for other valuable consideration set forth in this Settlement Agreement, the Releasers forever and absolutely release and forever discharge the Releasees from the Released Claims.

5.2 Covenant Not to Sue

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

5.3 No Further Claims

- (1) Upon the Effective Date, the Releasers and Class Counsel shall not now or hereafter institute, continue, provide assistance for or maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other Person, any action, suit, cause of action, claim or demand against any Releasee, or against any other Person who may claim contribution or indemnity or other claims over relief from any Releasee, in respect of any Released Claim, except for the continuation of the Proceedings against the Non-Settling Defendants or unnamed co-conspirators that

are not Releasees or, if the Proceedings are not certified or authorized, the continuation of the claims asserted in the Proceedings on an individual basis or otherwise against any Non-Settling Defendants or unnamed co-conspirator that is not a Releasee. For the purposes of this section 5.3(1), Class Counsel includes anyone employed by or a partner with Class Counsel.

- (2) Section 5.3(1) shall be inoperative to the extent that it requires any lawyer who is a member of the Law Society of British Columbia to breach his or her obligations under section 3.2-10 of the Law Society of British Columbia's *Code of Professional Conduct for British Columbia* by refraining from participation or involvement in any claim or action in a British Columbia court.

5.4 Dismissal of the Proceedings

- (1) Upon the Effective Date, the Ontario Action and the BC Action shall be dismissed, with prejudice and without costs, as against the Settling Defendants.
- (2) Upon the Effective Date, the Québec Action shall be settled, without costs as against the Settling Defendants, and the Parties shall sign and file a declaration of settlement out of court in the Québec Court in respect of the Québec Action.

5.5 Dismissal of Other Actions

- (1) Upon the Effective Date, each member of the Ontario Settlement Class and BC Settlement Class shall be deemed to irrevocably consent to the dismissal, without costs and with prejudice, of his, her or its Other Actions against the Releasees.
- (2) Upon the Effective Date, all Other Actions commenced in British Columbia or Ontario by any Settlement Class Member shall be dismissed against the Releasees, without costs and with prejudice.
- (3) Each Person who would have been a member of the Québec Settlement Class but has opted-out in accordance with the second paragraph of Article 580 of the Québec Code of Civil Procedure and who makes a claim and receives a benefit under this Settlement Agreement shall be deemed to irrevocably consent to the dismissal, without costs and without reservation, of his, her or its Other Actions against the Releasees.

- (4) Each Other Action commenced in Québec by a person who would have been a member of the Québec Settlement Class but has opted-out in accordance with the second paragraph of Article 580 of the Québec Code of Civil Procedure and who makes a claim and receives benefits under this Settlement Agreement shall be dismissed as against the Releasees, without costs and without reservation.

5.6 Claims Against Other Entities Reserved

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

SECTION 6 - EFFECT OF SETTLEMENT

6.1 No Admission of Liability

- (1) The Parties expressly reserve all of their rights if this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason. The Parties further agree that, whether or not this Settlement Agreement is finally approved, is terminated, or otherwise fails to take effect for any reason, this Settlement Agreement and anything contained herein, and any and all negotiations, Documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be deemed, construed, or interpreted to be an admission of any violation of any statute or law, or of any wrongdoing or liability by any of the Releasees, or of the truth of any of the claims or allegations contained in the Proceedings, or any other pleading filed by the Plaintiffs or any other Settlement Class Member.

6.2 Agreement Not Evidence

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

SECTION 7 - CERTIFICATION OR AUTHORIZATION FOR SETTLEMENT ONLY

- (1) The Parties agree that the Proceedings shall be certified or authorized as class proceedings as against the Settling Defendants solely for purposes of settlement of the Proceedings and the approval of this Settlement Agreement by the Courts, and such certification or authorization shall not be used or relied on as against the Defendants for any other purpose or in any other proceeding.
- (2) The Plaintiffs agree that, on the motions for certification or authorization of the Proceedings as class proceedings for settlement purposes and for the approval of this Settlement Agreement, the only common issue that they will seek to define is the Common Issue and the only classes that they will assert are the Ontario Settlement Class, the Québec Settlement Class and the BC Settlement Class.
- (3) The Parties agree that the certification or authorization of the Proceedings as against the Settling Defendants for the purpose of implementing this Settlement Agreement shall not derogate in any way from the rights of the Plaintiffs as against the Non-Settling Defendants, except as expressly set out in this Settlement Agreement.

SECTION 8 - NOTICE TO SETTLEMENT CLASS

8.1 Notices Required

- (1) The proposed Settlement Classes shall be provided with Notice of Certification and of Approval Hearings (in English and in French as applicable). If the Settlement Agreement is not approved, is terminated in accordance with its terms, or otherwise fails to take effect, notice of that event will be provided to the Settlement Classes as directed by the Courts.

8.2 Form and Distribution of Notices

- (1) The form of the notices referred to in section 8.1(1) and how and where they are published and distributed shall be as agreed to by the Plaintiffs and the Settling Defendants and approved by the Courts.

SECTION 9 - ADMINISTRATION AND IMPLEMENTATION

9.1 Mechanics of Administration

- (1) Except to the extent provided for in this Settlement Agreement, the mechanics of the implementation and administration of this Settlement Agreement and the Distribution

Protocol shall be determined by the Courts on motions brought by Class Counsel on notice to the Settling Defendants.

9.2 Information and Assistance

- (1) The Settling Defendants will make reasonable efforts to provide to Class Counsel a list of the names and addresses (including any relevant email addresses) of Persons in Canada who purchased Linear Resistors directly from the Settling Defendants during the Class Period and the Purchase Price paid by each such Person for such purchases. The information shall be delivered in Microsoft Excel format, or such other format as may be agreed upon by Counsel for the Settling Defendants and Class Counsel.
- (2) The name and address information required by section 9.2(1) shall be delivered to Class Counsel within thirty (30) days of the Execution Date, but no later than ten (10) days after the order required by section 2.2(1) has been obtained, or at a time mutually agreed upon by the Parties. The Purchase Price required by section 9.2(1) shall be delivered to Class Counsel within sixty (60) days of the Effective Date, or at a time mutually agreed upon by the Parties.
- (3) Class Counsel may use the information provided under section 9.2(1):
 - (a) to facilitate the dissemination of the notices required in section 8.1(1);
 - (b) to advise Persons in Canada who purchased Linear Resistors directly from the Settling Defendants during the Class Period of any subsequent settlement agreement reached in the Proceedings, any related approval hearings, and any other major steps in the Proceedings; and
 - (c) to facilitate the distribution and claims administration process with respect to this Settlement Agreement and any other settlement agreement(s) achieved or court awards issued in the Proceedings.
- (4) All information provided by the Settling Defendants pursuant to section 9.2(1) shall be kept confidential, except that Class Counsel may disclose all information provided by the Settling Defendants pursuant to section 9.2(1) to any Court-appointed notice provider and/or the Claims Administrator and/or any expert engaged by the Plaintiffs to assist in the design of the Distribution Protocol, to the extent reasonably necessary for the

purposes enumerated in section 9.2(3). Any Court-appointed notice provider and/or the Claims Administrator and/or expert shall be bound by the same confidentiality obligations set out herein. If this Settlement Agreement is not approved, is terminated, or otherwise fails to take effect for any reason, all information provided by the Settling Defendants pursuant to section 9.2(1) shall be dealt with in accordance with section 11.2(1)(d) and no record of the information so provided shall be retained by Class Counsel, any Court-appointed notice-provider and/or the Claims Administrator in any form whatsoever.

- (5) The Settling Defendants will make themselves reasonably available to respond to questions respecting the information provided pursuant to section 9.2(1) from Class Counsel or any Court-appointed notice provider and/or the Claims Administrator. The Settling Defendants' obligations to make themselves reasonably available to respond to questions as particularized in this Section shall not be affected by the release provisions contained in Section 5 of this Settlement Agreement. The Settling Defendants' obligations to cooperate pursuant to this Section 10.2 shall cease when all settlement funds or court awards have been distributed.
- (6) The Settling Defendants shall bear no liability with respect to the completeness or accuracy of the information provided pursuant to this section 9.2.

SECTION 10 - CLASS COUNSEL FEES, DISBURSEMENTS AND ADMINISTRATION EXPENSES

- (1) The Releasees shall not be liable for any fees, disbursements or taxes of any of Class Counsel's, the Plaintiffs' or Settlement Class Members' respective lawyers, experts, advisors, agents, or representatives.
- (2) Class Counsel shall pay the costs of the notices required by section 8.1(1) and any costs of translation required by subsection 12.11 from the Trust Account, as they become due. For greater certainty, Class Counsel may pay for the costs of the notices before the Effective Date, and may seek approval from the Court to recover those costs as a disbursement at any time.
- (3) Class Counsel may seek the Courts' approval to pay Class Counsel Fees contemporaneously with seeking approval of this Settlement Agreement. Class Counsel's court-approved fees shall be paid from the Trust Account after the Effective Date.

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

SECTION 11 - NON-APPROVAL OR TERMINATION OF SETTLEMENT AGREEMENT

11.1 Right of Termination

- (1) In the event that:
 - (a) any Court declines to certify or authorize the Settlement Class;
 - (b) the Ontario Court or the BC Court declines to dismiss the Proceedings against the Settling Defendants or the Québec Action is not fully settled out of court as against the Settling Defendants; or
 - (c) any Court declines to approve this Settlement Agreement;
 - (d) any orders approving this Settlement Agreement made by the Courts do not become Final Orders;

the Settling Defendants and the Plaintiffs shall have the right to terminate this Settlement Agreement by delivering a written notice pursuant to section 12.17, within thirty (30) days following the event described above. Except as provided for in section 11.4, if the Settling Defendants or the Plaintiffs exercise their right to terminate, the Settlement Agreement shall be null and void and have no further force or effect, shall not be binding on the Parties, and shall not be used as evidence or otherwise in any litigation.

- (2) In addition, if the Settlement Amount is not paid in accordance with section 3.1(1), the Plaintiffs shall have the right to terminate this Settlement Agreement by delivering a written notice pursuant to section 12.17, or move before the Courts to enforce the terms of this Settlement Agreement.
- (3) An order, ruling or determination made by any Court with respect to Class Counsel Fees or the Distribution Protocol shall not be deemed to be a material modification of all, or a part, of this Settlement Agreement and shall not provide a basis for the termination of this Settlement Agreement.

11.2 Effect of Non-Approval or Termination of Settlement Agreement

- (1) If this Settlement Agreement is not approved, is terminated in accordance with its terms or otherwise fails to take effect for any reason:
 - (a) no motion to certify or authorize any of the Proceedings as a class proceeding on the basis of this Settlement Agreement, or to approve this Settlement Agreement, shall proceed;
 - (b) the Parties will cooperate in seeking to have any issued order certifying or authorizing a Proceeding as a class proceeding on the basis of the Settlement Agreement or approving this Settlement Agreement set aside and declared null and void and of no force or effect, and all Persons shall be estopped from asserting otherwise;
 - (c) any prior certification or authorization of a Proceeding as a class proceeding on the basis of this Settlement Agreement, including the definitions of the Settlement Class and the Common Issue pursuant to this Settlement Agreement, shall be without prejudice to any position that any of the Parties may later take on any issue in the Proceedings or any other litigation; and
 - (d) within ten (10) days of such termination having occurred, Class Counsel shall make reasonable efforts to destroy all Documents or other materials provided by the Settling Defendants under this Settlement Agreement or containing or reflecting information derived from such Documents or other materials received from the Settling Defendants, including any notes or work product of Class Counsel, and, to the extent Class Counsel has disclosed any Documents or information provided by the Settling Defendants or related notes or work product of Class Counsel to any other Person, shall recover and destroy such Documents or material. Class Counsel shall provide Counsel for the Settling Defendants with a written certification by Class Counsel of such destruction within ten (10) days of termination.

11.3 Allocation of Settlement Amount Following Termination

- (1) If the Settlement Agreement is not approved, is terminated in accordance with its terms, or otherwise fails to take effect for any reason, Ontario Counsel shall, within thirty (30)

business days of the written notice advising that the Settlement Agreement has been terminated, return to the Settling Defendants the Settlement Amount, plus all accrued interest thereon and less taxes paid on interest, any costs incurred with respect to the notices required by section 8.1(1), and any costs of translation required by subsection 12.11.

11.4 Survival of Provisions After Termination

- (1) If this Settlement Agreement is not approved, is terminated in accordance with its terms, or otherwise fails to take effect for any reason, the provisions of sections 3.2(3), 6.1, 6.2, 7(1), 8.1, 9.2(4), 9.2(6), 11, and 12 and the definitions and Schedules applicable thereto shall survive the termination and continue in full force and effect. The definitions and Schedules shall survive only for the limited purpose of the interpretation of sections 3.2(3), 6.1, 6.2, 7(1), 8.1, 9.2(4), 9.2(6), 11 and 12 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 12 - MISCELLANEOUS

12.1 Motions for Directions and Courts' Ongoing Jurisdiction

- (1) Subject to section 12.1(3), Class Counsel or the Settling Defendants may apply to the Ontario Court for directions and the Ontario Court shall exercise jurisdiction in respect of the implementation, administration, interpretation and enforcement of the terms of this Settlement Agreement, and the Parties attorn to the jurisdiction of the Ontario Court for such purposes. Issues related to the administration of this Settlement Agreement, the Trust Account, and other matters not specifically related to matters affecting the Québec Action or the BC Action shall be determined by the Ontario Court.
- (2) All motions contemplated by this Settlement Agreement shall be on notice to the Parties, with service via email.
- (3) The Parties agree that no Court shall make any order or give any direction in respect of notice approval, settlement approval and Distribution Protocol approval unless that order or direction is conditional upon a complementary order or direction being made or given by the other Courts.

12.2 Releasees Have No Liability for Administration

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

12.3 Headings, etc.

- (1) In this Settlement Agreement:
 - (a) the division of the Settlement Agreement into sections and subsections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Settlement Agreement; and
 - (b) the terms “this Settlement Agreement,” “hereof,” “hereunder,” “herein,” and similar expressions refer to this Settlement Agreement and not to any particular section, subsection, or other portion of this Settlement Agreement.

12.4 Computation of Time

- (1) In the computation of time in this Settlement Agreement, except where a contrary intention appears,
 - (a) where there is a reference to a number of days between two events, the number of days shall be counted by excluding the day on which the first event happens and including the day on which the second event happens, including all calendar days; and
 - (b) only in the case where the time for doing an act expires on a holiday as “holiday” is defined in the *Rules of Civil Procedure*, RRO 1990, Reg 194, the act may be done on the next day that is not a holiday.

12.5 Governing Law

- (1) Subject to section 12.5(2), this Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- (2) Notwithstanding section 12.5(1), for matters relating specifically to the BC Action or the Québec Action, the BC Court or Québec Court, as applicable, shall apply the law of its own jurisdiction and the laws of Canada applicable therein.

12.6 Entire Agreement

- (1) This Settlement Agreement constitutes the entire agreement among the Parties, and supersedes all prior and contemporaneous understandings, undertakings, negotiations, representations, promises, agreements, agreements in principle and memoranda of understanding in connection herewith. None of the Parties will be bound by any prior obligations, conditions or representations with respect to the subject matter of this Settlement Agreement, unless expressly incorporated herein.

12.7 Amendments

- (1) This Settlement Agreement may not be modified or amended except in writing and on consent of all Parties, and any such modification or amendment must be approved by the Courts with jurisdiction over the matter to which the amendment relates.

12.8 Binding Effect

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

12.9 Counterparts

- (1) This Settlement Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and a facsimile, electronically transmitted, or electronic signature shall be deemed an original signature for purposes of executing this Settlement Agreement.
- (2) The Parties agree that either Party's failure to strictly enforce a right granted to it under this Settlement Agreement is not a waiver of that right.

12.10 Negotiated Agreement

- (1) This Settlement Agreement has been the subject of negotiations and discussions among the undersigned, each of which has been represented and advised by competent counsel, so that any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement shall

have no force and effect. The Parties further agree that the language contained in or not contained in previous drafts of this Settlement Agreement, or any agreement in principle, shall have no bearing upon the proper interpretation of this Settlement Agreement.

12.11 Language

- (1) The Parties acknowledge that they have required and consented that this Settlement Agreement and all related Documents be prepared in English; les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais. Nevertheless, if required by the Courts, Class Counsel and/or a translation firm selected by Class Counsel shall prepare a French translation of the Settlement Agreement, the cost of which shall be paid from the Settlement Amount. In the event of any dispute as to the interpretation or application of this Settlement Agreement, only the English version shall govern.

12.12 Transaction

- (1) This Settlement Agreement constitutes a transaction in accordance with Articles 2631 and following of the *Civil Code of Québec*, and the Parties are hereby renouncing any errors of fact, of law, and/or of calculation.

12.13 Recitals

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

12.14 Schedules

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

12.15 Acknowledgements

- (1) Each of the Parties hereby affirms and acknowledges that:
 - (a) he, she or a representative of the Party with the authority to bind the Party with respect to the matters set forth herein has read and understood this Settlement Agreement;
 - (b) the terms of this Settlement Agreement and the effects thereof have been fully explained to him, her or the Party's representative by his, her or its counsel;

- (c) he, she or the Party's representative fully understands each term of this Settlement Agreement and its effect; and
- (d) no Party has relied upon any statement, representation or inducement (whether material, false, negligently made or otherwise) of any other Party, beyond the terms of this Settlement Agreement, with respect to the first Party's decision to execute this Settlement Agreement.

12.16 Authorized Signatures

- (1) Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Settlement Agreement on behalf of the Parties identified above their respective signatures and their law firms.

12.17 Notice

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

FOR THE PLAINTIFFS AND CLASS COUNSEL:

**Foreman & Company
Professional Corporation**

c/o Jonathan Foreman
4 Covent Market Place
London, ON N6A 1E2

Tel: (519) 914-1175

Fax: (226) 884-5340

E-mail: jforeman@foremancompany.com

Siskinds ^{LLP}

c/o Linda J. Visser
275 Dundas Street, Unit 1
London, ON N6B 3L1

Tel: (519) 672-2121

Fax: (519) 672-6065

E-mail: linda.visser@siskinds.com

Belleau Lapointe s.e.n.c.r.l.

c/o Maxime Nasr
300 Place d'Youville, Office B-10
Montreal, Québec H2Y 2B6

Tel: (514) 987-6700

Fax: (514) 987-6886

E-mail: mnasr@belleaulapointe.com

Camp Fiorante Matthews Mogerman ^{LLP}

c/o David G.A. Jones
400-856 Homer St,
Vancouver, BC V6B 2W

Tel: (604) 331-9530

Fax: (604) 689-7554

Email: djones@cfmlawyers.ca

FOR THE SETTLING DEFENDANTS:

Stikeman Elliott ^{LLP}
Katherine Kay
5300 Commerce Court West
199 Bay Street
Toronto, ON M5L 1B9


Tel : (416) 869-5507
Fax : (416) 947-0866
Email : kkay@stikeman.com

12.18 Date of Execution

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

Sean Allott, by his counsel

Name of Authorized Signatory: Jonathan Foreman _____

Signature of Authorized Signatory:  _____
Foreman & Company Professional Corp.
Ontario Counsel

Siskinds LLP
Ontario Counsel

Sara Ramsay, by her counsel

Name of Authorized Signatory: _____

Signature of Authorized Signatory: _____
Camp Fiorante Matthews Mogerman ^{LLP}
BC Counsel

Option consommateurs, by its counsel

Name of Authorized Signatory: _____

Signature of Authorized Signatory: _____
Belleau Lapointe s.e.n.c.r.l
Québec Counsel

FOR THE SETTLING DEFENDANTS:

Stikeman Elliott ^{LLP}
Katherine Kay
5300 Commerce Court West
199 Bay Street
Toronto, ON M5L 1B9


Tel : (416) 869-5507
Fax : (416) 947-0866
Email : kkay@stikeman.com

12.18 Date of Execution

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

Sean Allott, by his counsel

Name of Authorized Signatory: Linda Visser

Signature of Authorized Signatory: 
Foreman & Company Professional Corp.
Ontario Counsel

Siskinds LLP
Ontario Counsel

Sara Ramsay, by her counsel

Name of Authorized Signatory: Linda Visser for Michelle Segal

Signature of Authorized Signatory: 
for: **Camp Fiorante Matthews Mogerman** ^{LLP}
BC Counsel

Option consommateurs, by its counsel

Name of Authorized Signatory: JEAN-PHILIPPE LINCOURT

Signature of Authorized Signatory: 
Belleau Lapointe s.e.n.c.r.l.
Québec Counsel

KOA Corporation and KOA Speer Electronics, Inc., by their counsel

Name of Authorized Signatory Katherine L. Kay

Signature of Authorized Signatory: Stikeman Elliott LLP
Stikeman Elliott ^{LLP}
Counsel for the Settling Defendants

**SCHEDULE “A”
PROCEEDINGS**

Proceeding	Plaintiff(s)	Defendants	Settlement Class
Ontario Superior Court of Justice Court File Nos. 1899-2015 CP	Sean Allott	Panasonic Corporation; Panasonic Corporation of North America;; Panasonic Canada Inc.; KOA Corporation; KOA Speer Electronics, Inc.; Murata Manufacturing Co., Ltd.; Murata Electronics North America, Inc.; Rohm Co. Ltd.; Rohm Semiconductor U.S.A., LLC.; Vishay Intertechnology, Inc.; Yageo Corporation; Yageo America Corporation; Hokuriku Electric Industry Co.; HDK America Inc.; Kamaya Electric Co., Ltd.; Kamaya, Inc.; Alps Electric Co., Ltd.; Alps Electric (North America), Inc.; Midori Precisions Co., Ltd.; Midori America Corporation; Susumu Co., Ltd.; Susumu International (USA) Inc.; Tokyo Cosmos Electric Co.; and Tocos America, Inc.	All Persons in Canada who purchased Linear Resistors or a product containing a Linear Resistor during the Class Period other than (1) all BC Settlement Class members (2) all Québec Settlement Class members and (3) Excluded Persons.
Québec Superior Court (District of Montreal), File No. 500-06-000753-158 (the “Québec Action”)	Option consommateurs	Panasonic Corporation; KOA Corporation; KOA Speer Electronics, Inc.; Rohm Co. Ltd.; Rohm Semiconductor U.S.A., LLC.; Hokuriku Electric Industry Co.; HDK America Inc.; Kamaya Electric Co., Ltd.; Kamaya, Inc.; Susumo Co., Ltd.; Susumo International (USA) Inc.;	All Persons in Québec who purchased Linear Resistors or a product containing a Linear Resistor during the Class Period except Excluded Persons.
British Columbia Supreme Court (Vancouver Registry) Court File No. S-157585 (the “BC Action”)	Daniel Klein	Panasonic Corporation; Panasonic Corporation of North America;; Panasonic Canada Inc.; KOA Corporation; KOA Speer Electronics, Inc.; Murata Manufacturing Co., Ltd.; Murata Electronics North America, Inc.; Rohm Co. Ltd.; Rohm Semiconductor U.S.A., LLC.; Vishay Intertechnology, Inc.; and Yageo Corporation; Yageo America Corporation.	All Persons in British Columbia who purchased Linear Resistors or a product containing Linear Resistors during the Class Period except Excluded Persons.

SCHEDULE "B"

Court File No. 1899-2015 CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE) , THE DAY
JUSTICE RAIKES) OF , 2024

B E T W E E N :

SEAN ALLOTT

Plaintiff

- and -

PANASONIC CORPORATION; PANASONIC CORPORATION OF NORTH AMERICA;
PANASONIC CANADA INC.; KOA CORPORATION; KOA SPEER ELECTRONICS, INC.;
ROHM CO. LTD.; ROHM SEMICONDUCTOR U.S.A., LLC.; VISHAY INTERTECHNOLOGY,
INC.; HOKURIKU ELECTRIC INDUSTRY CO.; HDK AMERICA INC.; KAMAYA ELECTRIC
CO., LTD.; KAMAYA, INC.; ALPS ELECTRIC CO., LTD.; ALPS ELECTRIC (NORTH
AMERICA), INC.; MIDORI PRECISIONS CO., LTD.; MIDORI AMERICA CORPORATION;
SUSUMU CO., LTD.; SUSUMU INTERNATIONAL (USA) INC.;
TOKYO COSMOS ELECTRIC CO.; and TOCOS AMERICA, INC.

Defendants

Proceeding under the *Class Proceedings Act, 1992*

**ORDER
(Certification and Notice Approval – KOA Defendants)**

THIS MOTION, made by the Plaintiff for an Order certifying this proceeding as a class proceeding for settlement purposes as KOA Corporation and KOA Speer Electronics, Inc. (the "Settling Defendants") and approving the notice of settlement approval hearings and the method of dissemination of said notice was heard this day at the Court House, 80 Dundas Street, London, Ontario.

ON READING the materials filed, including the settlement agreement dated ●, 2024 attached to this Order as Schedule "A" (the "Settlement Agreement"), and on hearing the submissions of counsel for the Plaintiff and counsel for the Settling Defendants;

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

AND ON BEING ADVISED that the Plaintiff and the Settling Defendants consent to this Order and that the Non-Settling Defendants take no position on this motion.

1. **THIS COURT ORDERS** that, except to the extent that they are modified in this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.
2. **THIS COURT ORDERS** that the Ontario Action is certified as a class proceeding as against the Settling Defendants for settlement purposes only.
3. **THIS COURT ORDERS** that the “Ontario Settlement Class” is certified as follows:

All Persons or entities in Canada who purchased Linear Resistors or a product containing a Linear Resistor between July 9, 2003 and September 14, 2015, other than (1) all BC Settlement Class members (2) all Québec Settlement Class members and (3) Excluded Persons.
4. **THIS COURT ORDERS** that the Ontario Action is certified on the basis of the following issue which is common to the Ontario Settlement Class:

Did the Settling Defendants conspire to fix, raise, maintain or stabilize the price of, or allocate markets and customers of, Linear Resistors directly or indirectly in Canada during the Class Period?
5. **THIS COURT ORDERS** that the opt-out period provided pursuant to the Order of this Court made on October 19, 2020 satisfied the requirement of section 9 of the *Class Proceedings Act, 1992*, S.O. 1992, c. 6. For the purposes of this action, the opt-out period expired on January 29, 2021 and no further opt-out period is required.
6. **THIS COURT ORDERS** that the plaintiff, Sean Allott, is appointed as the representative plaintiff for the Ontario Settlement Class.
7. **THIS COURT ORDERS** that this Order, including but not limited to the certification of this action against the Settling Defendants for settlement purposes and the definitions of the Ontario Settlement Class, Class Period and Common Issue, and any reasons given by the Court in connection with this Order, is without prejudice to the rights and defences of the Non-Settling Defendants in connection with the ongoing Ontario Action and, without restricting the generality of the foregoing, may not be relied on by any Person to establish jurisdiction, the criteria for certification (including class definition) or the existence or elements of the causes of action asserted in the Ontario Action, as against the Non-Settling Defendants.

8. **THIS COURT ORDERS** that the notice of certification and settlement approval hearing (the “Notice”) is hereby approved substantially in the form attached hereto as Schedule “B”.
9. **THIS COURT ORDERS** that the plan of dissemination of the Notice (the “Plan of Dissemination”) is hereby approved in the form attached hereto as Schedule “C” and that the Notice shall be disseminated in accordance with the Plan of Dissemination.
10. **THIS COURT ORDERS** that ● is appointed to disseminate the Notice in accordance with the terms of this Order.
11. **THIS COURT ORDERS** that this Order is contingent upon parallel orders being made by the BC Court and the Québec Court, and the terms of this Order shall not be effective unless and until such orders are made by the BC Court and the Québec Court.
12. **THIS COURT ORDERS** that if the Settlement Agreement is not approved, is terminated in accordance with its terms, or otherwise fails to take effect for any reason, this Order shall be deemed to have been set aside and declared null and void and of no force or effect, without the need for any further Order of this Court.

The Honourable Justice Raikes

SEAN ALLOTT
Plaintiff

v. PANASONIC CORPORATION, et al.
Defendants

Court File No. 1899-15 CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDINGS COMMENCED AT LONDON

Proceeding Under the *Class Proceedings Act*,
1992

**ORDER
(Certification and Notice Approval)**

**Foreman & Company
Professional Corporation**
4 Covent Market Place
London, ON N6A 1E2

Jonathan J. Foreman (LSO #45087H)
Tel: (519) 679-9660
Fax: (519) 667-3362
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SISKINDS LLP
275 Dundas Street, Unit 1
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Linda Visser (LSO #52158I)
Tel: (519) 672-2121
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E-mail: linda.visser@siskinds.com

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE) , THE DAY
JUSTICE RAIKES) OF , 2024

B E T W E E N :

SEAN ALLOTT

Plaintiff

- and -

PANASONIC CORPORATION; PANASONIC CORPORATION OF NORTH AMERICA;
PANASONIC CANADA INC.; KOA CORPORATION; KOA SPEER ELECTRONICS, INC.;
ROHM CO. LTD.; ROHM SEMICONDUCTOR U.S.A., LLC.; VISHAY INTERTECHNOLOGY,
INC.; HOKURIKU ELECTRIC INDUSTRY CO.; HDK AMERICA INC.; KAMAYA ELECTRIC
CO., LTD.; KAMAYA, INC.; ALPS ELECTRIC CO., LTD.; ALPS ELECTRIC (NORTH
AMERICA), INC.; MIDORI PRECISIONS CO., LTD.; MIDORI AMERICA CORPORATION;
SUSUMU CO., LTD.; SUSUMU INTERNATIONAL (USA) INC.;
TOKYO COSMOS ELECTRIC CO.; and TOCOS AMERICA, INC.

Defendants

PROCEEDING UNDER THE *CLASS PROCEEDINGS ACT, 1992*

**ORDER
(Settlement Approval – KOA Defendants)**

THIS MOTION, made by the Plaintiff for an Order approving the settlement agreement entered into with KOA Corporation and KOA Speer Electronics, Inc. (the “Settling Defendants”) and dismissing this action as against the Settling Defendants, was heard this day at the Court House, 80 Dundas Street, London, Ontario.

AND ON READING the materials filed, including the settlement agreement dated ●, 2024 attached to this Order as Schedule “A” (the “Settlement Agreement”), and on hearing the submissions of counsel for the Plaintiff, Counsel for the Settling Defendants and counsel for the Non-Settling Defendants in the Ontario Action;

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

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

AND ON BEING ADVISED that the Plaintiff and the Settling Defendants consent to this Order and that the Non-Settling Defendants take no position on this motion:

1. **THIS COURT ORDERS** that, for the purposes of this Order, except to the extent that they are modified in this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.
2. **THIS COURT ORDERS** that, in the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail.
3. **THIS COURT ORDERS** that the Settlement Agreement is fair, reasonable and in the best interests of the Ontario Settlement Class.
4. **THIS COURT ORDERS** that the Settlement Agreement is hereby approved pursuant to section 29 of the *Class Proceedings Act, 1992* and shall be implemented and enforced in accordance with its terms.
5. **THIS COURT ORDERS** that this Order, including the Settlement Agreement, is binding upon each member of the Ontario Settlement Class including those Persons who are minors or mentally incapable and the requirements of Rules 7.04(1) and 7.08(4) of the *Rules of Civil Procedure* are dispensed with in respect of the Ontario Action.
6. **THIS COURT ORDERS** that each Ontario Settlement Class Member who has not validly opted-out of this action shall be deemed to have consented to the dismissal of Released Claims as against the Settling Defendants and its Releasees of any Other Actions he, she or it has commenced, without costs and with prejudice.
7. **THIS COURT ORDERS** that each Other Action commenced in Ontario by any Ontario Settlement Class Member who has not validly opted-out of this action shall be and is hereby dismissed in respect of Released Claims against the Settling Defendants and the Releasees, without costs and with prejudice.
8. **THIS COURT ORDERS** that, upon the Effective Date, subject to paragraphs 10 and 11, each Releasor has released and shall be conclusively deemed to have forever and absolutely released the Releasees from the Released Claims.

9. **THIS COURT ORDERS** that, upon the Effective Date, each Releasor who has not validly opted-out of this action, as well as Class Counsel, shall not now or hereafter institute, continue, provide assistance for or maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other Person, any action, suit, cause of action, claim or demand against any Releasee, or any other Person who may claim contribution or indemnity or other claims over relief from any Releasee, in respect of any Released Claim, except for the continuation of the Proceedings against the Non-Settling Defendants or unnamed co-conspirators that are not Releasees or, if the Proceedings are not certified or authorized, the continuation of the claims asserted in the Proceedings on an individual basis or otherwise against any Non-Settling Defendants or unnamed co-conspirator that is not a Releasee.
10. **THIS COURT ORDERS** that the use of the terms “Releasors” and “Released Claims” in this Order does not constitute a release of claims by those members of the Ontario Settlement Class who are resident in any province or territory where the release of one tortfeasor is a release of all tortfeasors.
11. **THIS COURT ORDERS** that, upon the Effective Date, each member of the Ontario Settlement Class who is resident in any province or territory where the release of one tortfeasor is a release of all tortfeasors covenants and undertakes not to make any claim in any way or to threaten, commence, participate in or continue any proceeding in any jurisdiction against the Releasees in respect of or in relation to the Released Claims.
12. **THIS COURT ORDERS** that all claims for contribution, indemnity or other claims over, whether asserted, unasserted, or asserted in a representative capacity, inclusive of interest, taxes and costs relating to the Released Claims, which were or could have been brought in the Proceedings or otherwise, or could in the future be brought on the basis of the same events, actions and omissions underlying the Proceedings, by any Non-Settling Defendants, any named or unnamed alleged co-conspirator that is not a Releasee, any Settled Defendant, or any other Person or party against a Releasee, or by a Releasee against any Non-Settling Defendants, any named or unnamed alleged co-conspirator that is not a Releasee, any Settled Defendant, or any other Person or party, are barred, prohibited and enjoined in accordance with the terms of this paragraph 12;
13. **THIS COURT ORDERS** that for purposes of implementation, administration, interpretation and enforcement of the Settlement Agreement and this Order, this Court will retain an

ongoing supervisory role and the Settling Defendants acknowledge and attorn to the jurisdiction of this Court solely for the purpose of implementing, administering, interpreting and enforcing the Settlement Agreement and this Order, and subject to the terms and conditions set out in the Settlement Agreement and this Order.

14. **THIS COURT ORDERS** that, except as provided herein, this Order does not affect any claims or causes of action that any Releasors has or may have against the Non-Settling Defendants or named or unnamed alleged co-conspirators who are not Releasees.
15. **THIS COURT ORDERS** that no Releasee shall have any responsibility for and no liability whatsoever relating to the administration of the Settlement Agreement or Distribution Protocol.
16. **THIS COURT ORDERS** that the Settlement Amount shall be held in the Trust Account by Ontario Counsel or its duly appointed agent for the benefit of Settlement Class Members, pending further order of this Court on notice to the Settling Defendants and, after the Effective Date, the Settlement Amount can be used to pay Class Counsel Disbursements incurred for the benefit of the Settlement Classes in the continued prosecution of the Ontario Action against the Non-Settling Defendants. This paragraph shall not be interpreted as affecting the rights of the Plaintiff or the Settlement Classes to claim such Class Counsel Disbursements in the context of a future costs award in their favour against the Non-Settling Defendants, or the rights of the Non-Settling Defendants to oppose and resist any such claim.
17. **THIS COURT ORDERS** that, upon the Effective Date, the Ontario Action is hereby dismissed as against the Settling Defendants, without costs and with prejudice.
18. **THIS COURT ORDERS** that the approval of the Settlement Agreement is contingent upon parallel orders for approval being made by the BC Court and the Québec Court, and the terms of this Order shall not be effective unless and until the Settlement Agreement is approved by the BC Court and the Québec Court, and the BC Action has been dismissed with prejudice and without costs and the Québec Action has been declared settled out of court without costs and without reservation as against the Settling Defendants.

19. **THIS COURT ORDERS** that, in the event that the Settlement Agreement is not approved, is terminated in accordance with its terms, or otherwise fails to take effect, this Order shall be declared null and void.

The Honourable Justice Raikes

SEAN ALLOTT
Plaintiff

v. PANASONIC CORPORATION, et al.
Defendants

Court File No. 1899-15 CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDINGS COMMENCED AT LONDON

Proceeding Under the *Class Proceedings Act*,
1992

**ORDER
(Settlement Approval)**

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