

SUPERIOR COURT
(CLASS ACTION)

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

N°: 500-06-000704-144

DATE: 11 DEC. 2018 2018

IN THE PRESENCE OF THE HONOURABLE MICHEL DÉZIEL, J.S.C.

OPTION CONSOMMATEURS

Class Representative

v.

PANASONIC CORPORATION & AL.

Defendants

-and-

BELLEAU LAPOINTE, S.E.N.C.R.L.

Attorneys for the Class Representative

-and-

FONDS D'AIDE AUX ACTIONS COLLECTIVES

Impleaded party

JUDGMENT ON THE APPROVAL OF THE TOKIN TRANSACTION

- [1] **THE COURT** is seized with a *Demande pour approbation d'une transaction et des honoraires et déboursés des Avocats*;
- [2] **GIVEN** the allegations and the exhibits supporting the motion;
- [3] **GIVEN** the submissions made by the parties during the hearing on the motion;
- [4] **CONSIDERING** Article 590 of the *Code of Civil Procedure*;

FOR THOSE REASONS, THE COURT:

- [5] **GRANTS** the *Demande pour approbation d'une transaction et des honoraires et déboursés des Avocats*;
- [6] **DECLARES** that the definitions set forth in the Settlement Agreement, Exhibit R-1, apply to and are incorporated into this Judgment and shall form an integral part thereof, being understood that the definitions are binding on the Parties to the Settlement Agreement;
- [7] **DECLARES** that in the event of a conflict between this Judgment and the Settlement Agreement, this Judgment shall prevail;
- [8] **APPROVES** the Settlement Agreement pursuant to Article 590 of the Code of Civil Procedure and **DECLARES** that it is valid, fair, reasonable and in the best interest of the Québec Settlement Class Members, and constitutes a transaction within the meaning of Article 2631 of the Civil Code of Quebec, binding all Parties and all members described therein;
- [9] **DECLARES** that the Settlement Agreement shall be implemented in accordance with its terms, but subject to the terms of this Judgment;
- [10] **DECLARES** that, subject to the other provisions of this Judgment, the Settlement Agreement, in its entirety (including the preamble, the definitions, schedules and addendum), is attached to this Judgment as Schedule A and shall form an integral part of this Judgment;
- [11] **ORDERS** and **DECLARES** that upon the Effective Date, and in consideration of payment of the Settlement Amount and for other valuable consideration set forth in the Settlement Agreement, the Releasers forever and absolutely release and forever discharge the Releasees from the Released Claims;
- [12] **ORDERS** and **DECLARES** that upon the Effective Date, the Québec Action shall be declared settled out of court without costs and the Parties shall sign and file a notice of out of court settlement with the Québec Court;
- [13] **DECLARES** that the Québec Plaintiff and the Québec Settlement Class members expressly waive and renounce the benefit of solidarity against the Non-Settling Defendants with respect to the facts, deeds or other conduct of the Releasees relating to the Released Claims;
- [14] **DECLARES** that the Québec Plaintiff and Québec Settlement Class members shall henceforth only be able to claim and recover damages, including punitive damages, interests and costs (including investigative costs claimed pursuant to section 36 of the Competition Act) attributable to the conduct of the Non-Settling Defendants, the sales by the Non-Settling Defendants, and/or other applicable measure of

proportionate liability of the Non-Settling Defendants. Notwithstanding the fact that KEMET Corporation and KEMET Electronic Corporation are Non-Settling Defendants, the Québec Plaintiff and the Québec Settlement Class are not entitled to claim and recover damages in respect of the Released Claims of KEMET Corporation and KEMET Electronics Corporation;

- [15] **DECLARES** that any claims in warranty or any other claim or joinder of parties to obtain any contribution or indemnity from the Releasees or relating to the Released Claims shall be inadmissible and void in the context of the Québec Action;
- [16] **DECLARES** that the ability of Non-Settling Defendants to seek discovery from the Settling Defendants shall be determined according to the provisions of the Code of Civil Procedure, and the Settling Defendants shall retain and reserve all of their rights to oppose such discovery under the Code of Civil Procedure;
- [17] **ORDERS** and **DECLARES** that this Judgment, including the Settlement Agreement, shall be binding on every Québec Settlement Class member who has not validly opted-out of the Québec Action;
- [18] **ORDERS** that for purposes of implementation, administration, interpretation and enforcement of the Settlement Agreement and this Judgment, 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 Judgment, and subject to the terms and conditions set out in the Settlement Agreement and this Judgment;
- [19] **ORDERS** that, except as provided herein, this Judgment does not affect any claims or causes of action that any members of the Québec Settlement Class has or may have against the Non-Settling Defendants or named or unnamed co-conspirators who are not Releasees;
- [20] **ORDERS** that no Releasee shall have any responsibility for and no liability whatsoever relating to the administration of the Settlement Agreement or Distribution Protocol;
- [21] **ORDERS** that the approval of the Settlement Agreement is contingent upon parallel orders for approval being made by the BC Court and the Ontario Court, and the terms of this Judgment shall not be effective unless and until the Settlement Agreement is approved by the BC Court and the Ontario Court, and the BC Action and the Ontario Action have been dismissed with prejudice and without costs as against the Settling Defendants in the relevant proceeding by the Courts. If such orders are not secured in British Columbia and Ontario, this Judgment shall be null and void and without prejudice to the rights of the Parties to proceed with the Québec Action and any agreement between the parties incorporated in this Judgment shall be deemed in any subsequent proceedings to have been made without prejudice;

[22] **DECLARES** that nothing in this Judgment shall be construed as an admission by the Non-Settling Defendants of any allegations of fact or law including, *inter alia*, the Definitions contained in the Settlement Agreement, asserted by the Quebec Settlement Class Members in these proceedings;

[23] **THE WHOLE**, without costs.



Michel Déziel, j.s.c.