

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

Made as of August 4, 2011

Between

1355741 ONTARIO INC. operating as ZERO ZONE MECHANICAL, SERVICERITE, INC.,
DAMON GREEN and ÉMILIE CHASSÉ

(the "Plaintiffs")

and

APPLIANCES COMPONENTS COMPANIES S.p.A. and ACC USA LLC

(the "Settling Defendants")

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RECITALS

A. WHEREAS the Proceedings have been commenced by the Plaintiffs in Ontario, Quebec and British Columbia which allege that the Settling Defendants participated in an unlawful conspiracy to raise, fix, maintain or stabilize the price and/or to allocate markets and customers for the sale of Cooling Compressors in Canada, contrary to Part VI of the *Competition Act* and the common law;

B. WHEREAS the Settling Defendants do not admit, through the execution of this Settlement Agreement, any allegation of unlawful conduct alleged in the Proceedings;

C. 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 burdens and expense in prosecuting the Proceedings, including the risks and uncertainties associated with 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 the classes they seek to represent;

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 the Settling Defendants expressly deny;

E. WHEREAS the Settling Defendants are entering into this Settlement Agreement in order to achieve a final and nation-wide resolution of all claims asserted or which could have been asserted against them by the Plaintiffs in the Proceedings, and to avoid further expense, inconvenience and the distraction of burdensome and protracted litigation;

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

G. WHEREAS for the purposes of settlement only and contingent on approvals by the Courts as provided for in this Settlement Agreement, the Parties have consented to certification

or authorization of the Ontario and Quebec Proceedings as class proceedings and have consented to a Settlement Class and a Common Issue in each of the Ontario and Quebec Proceedings; and

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

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

SECTION 1 - DEFINITIONS

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

- (1) *Account* means an interest bearing trust account at a Canadian Schedule 1 bank in Ontario under the control of Siskinds LLP for the benefit of Settlement Class Members.
- (2) *Approval Hearings* means the hearings to approve the motions brought by Ontario Class Counsel and Quebec Class Counsel for the Courts' approval of the settlement provided for in this Settlement Agreement.
- (3) *BC Proceeding* means British Columbia Court File No. S106877 (Vancouver Registry).
- (4) *BC Counsel* means Camp Fiorante Matthews.
- (5) *BC Court* means the Supreme Court of British Columbia.
- (6) *Class Counsel* means Ontario Counsel, Quebec Counsel and BC Counsel.
- (7) *Class Counsel Disbursements* include the disbursements, costs, administration expenses, and applicable taxes incurred by Class Counsel in the prosecution of the Proceedings.

- (8) ***Class Period*** means January 1, 2004 to December 31, 2008.
- (9) ***Common Issue*** in each of the Ontario Proceeding and Quebec Proceeding means: Did the Settling Defendants conspire to fix, raise, maintain or stabilize the prices of, or allocate markets and customers for, Cooling Compressors directly or indirectly in Canada during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?
- (10) ***Cooling Compressors*** means hermetically sealed cooling compressors of less than one horsepower. Cooling Compressors do not include compressors used in air conditioners.
- (11) ***Cooling Compressor Products*** means Cooling Compressors and products containing Cooling Compressors. Cooling Compressor Products do not include air conditioners.
- (12) ***Courts*** means the Ontario Court and the Quebec Court.
- (13) ***Defendants*** means the entities named as defendants in the Proceedings as set out in Schedule A and any other person who is added as a defendant in the Proceedings in the future.
- (14) ***Effective Date*** means the date when Final Orders have been received from all Courts approving this Settlement Agreement.
- (15) ***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.
- (16) ***Final Order*** means a final judgment entered by a Court in respect of the certification or authorization of a Proceeding as a class proceeding and the approval of this Settlement Agreement once the time to appeal such judgment has expired without any appeal being taken, if an appeal lies, or once there has been affirmation of the certification or authorization of a Proceeding as a class proceeding and the approval of this Settlement Agreement upon a final disposition of all appeals.
- (17) ***Non-Settling Defendant*** means a Defendant that is not a Settling Defendant.

(18) **Notice of Certification and Approval Hearings** means the form or forms of notice, agreed to by the Plaintiffs and the Settling Defendants, or such other form or forms as may be approved by the Courts, which informs the Settlement Class of: (i) the certification or authorization of the Ontario and Quebec Proceedings; (ii) the dates and locations of the Approval Hearings; (iii) the principal elements of the Settlement Agreement; (iv) the process by which Settlement Class Members can opt out of the Proceedings; and (v) the Opt Out Deadline.

(19) **Notice of Settlement Approval** means the form or forms of notice, agreed to by the Plaintiffs and the Settling Defendants, or such other form or forms as may be approved by the Courts, which informs the Settlement Class of the approval of the Settlement Agreement.

(20) **Ontario Proceeding** means Ontario Court File No. 61559CP (London).

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

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

(23) **Opt-Out Deadline** means the date which is sixty (60) days after the date on which the Notice of Certification and Approval Hearings is first published.

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

(25) **Parties** means the Plaintiffs, Settlement Class Members and the Settling Defendants.

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

(27) **Proceedings** means the BC Proceeding, the Ontario Proceeding and the Quebec Proceeding.

(28) **Proportionate Liability** means that proportion of any judgment that, had they not settled, the Ontario Court would have apportioned to the Releasees.

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

(30) *Quebec Proceeding* means Quebec Court (District of Quebec) Action No. 200-06-000127-103.

(31) *Quebec Counsel* means Siskinds Desmeules s.e.n.c.r.l.

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

(33) *Released Claims* means any and all manner of claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, whether personal or subrogated, damages whenever incurred, liabilities of any nature whatsoever, including interest, costs, expenses, class administration expenses (including Administration Expenses), penalties, and lawyers' fees (including Class Counsel fees), known or unknown, suspected or unsuspected, in law, under statute or in equity, that Releasers, or any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have, relating in any way to any conduct anywhere, from the beginning of time to the date hereof, in respect of the purchase, sale, pricing, discounting, marketing or distributing of Cooling Compressor Products in Canada, or relating to any conduct alleged (or which could have been alleged) in the Proceedings including, without limitation, any such claims which have been asserted or could have been asserted, directly or indirectly, whether in Canada or elsewhere, as a result of or in connection with an alleged conspiracy or other unlawful agreement or anti-competitive conduct in connection with the purchase, sale, pricing, discounting, marketing or distributing of Cooling Compressor Products in Canada. However, nothing herein shall be construed to release any claims that are not related to the allegations made in the Proceedings, including any claims arising from any alleged product defect, breach of contract, or similar claim between the Releasees and Releasers relating to Cooling Compressor Products.

(34) *Releasees* means, jointly and severally, individually and collectively, the Settling Defendants and all of their present and former, direct and indirect, parents, subsidiaries, divisions, affiliates, partners, insurers, and all other persons, partnerships or corporations with whom any of the former have been, or are now, affiliated, and their respective past, present and

future officers, directors, employees, agents, shareholders, attorneys, trustees, servants and representatives; and the predecessors, successors, purchasers, heirs, executors, administrators and assigns of each of the foregoing, excluding always the Non-Settling Defendants and any affiliates of the Non-Settling Defendants.

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

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

(37) *Settlement Amount* means the sum of fifty thousand Canadian dollars (CDN \$50,000).

(38) *Settlement Class* means, in respect of each of the Ontario Proceeding and the Quebec Proceeding, the settlement class defined in Schedule A.

(39) *Settlement Class Member* means a member of a Settlement Class who does not validly opt-out of that Settlement Class in accordance with section 4.1 and any orders of the Courts.

(40) *Settling Defendants* means Appliance Components Companies S.p.A. and ACC USA LLC.

(41) *U.S. Litigation* means the class action proceeding pending in the United States District Court for the Eastern District of Michigan, under the caption *In re Refrigerant Compressors Antitrust Litigation*, 09-MDL-2042, and includes all actions transferred by the Judicial Panel for Multidistrict Litigation for coordination, all actions pending such transfer, and all actions that may be transferred in the future.

SECTION 2 - SETTLEMENT APPROVAL

2.1 Best Efforts

The Parties shall use their best efforts to effectuate this settlement and to secure the prompt, complete and final dismissal with prejudice of the Proceedings as against the Settling Defendants.

2.2 Motions for Approval

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

(2) The motions for approval of this Settlement Agreement referred to in section 2.2(1) shall not be returnable until either the Opt Out Deadline has passed and there have been no valid and timely opt outs or the Opt Out Deadline has passed, there have been valid and timely opt outs, and the deadline for the Settling Defendants to terminate on account of opt outs in accordance with section 4.3 has passed.

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

(4) The Ontario order approving the Settlement Agreement referred to in section 2.2(1) shall be substantially in the form attached hereto as Schedule C. The Quebec order approving the Settlement Agreement referred to in section 2.2(1) shall be agreed upon by the Parties and shall mirror the substance and, where possible, the form of the Ontario order.

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

2.3 Pre-Motion Confidentiality

Until the first of the motions required by section 2.2 is brought, the Parties shall keep all of the terms of this Settlement Agreement confidential and shall not disclose them without the prior written consent of counsel for the Settling Defendants and Class Counsel, as the case may be, except as required for the purposes of financial reporting or the preparation of financial records (including tax returns and financial statements) or as otherwise required by law.

SECTION 3 - SETTLEMENT BENEFITS

3.1 Payment of Settlement Amount

- (1) On or before August 15, 2011, the Settling Defendants shall pay the Settlement Amount to Siskinds LLP for deposit into the Account, in full satisfaction of the Released Claims against the Releasees.
- (2) Other than as referred to in section 10.2(2) below, 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.
- (3) Siskinds LLP shall maintain the Account as provided for in this Settlement Agreement. Siskinds LLP shall not pay out all or part of the monies in the Account, except in accordance with this Settlement Agreement, or in accordance with an order of the Courts obtained after notice to the Settling Defendants.

3.2 Taxes and Interest

- (1) Except as hereinafter provided, all interest earned on the Settlement Amount shall accrue to the benefit of the Settlement Classes and shall become and remain part of the Account.
- (2) Subject to section 3.2(3), all Canadian taxes payable on any interest which accrues on the Settlement Amount in the Account or otherwise in relation to the Settlement Amount shall be the responsibility of the Settlement Classes. Class Counsel shall be solely responsible to fulfill all tax reporting and payment requirements arising from the Settlement Amount in the Account, including any obligation to report taxable income and make tax payments. All taxes (including interest and penalties) due with respect to the income earned by the Settlement Amount shall be paid from the Account.
- (3) The Settling Defendants shall have no responsibility to make any filings relating to the Account and will have no responsibility to pay tax on any income earned by the Settlement Amount or pay any taxes on the monies in the Account, unless this Settlement Agreement is not approved by the Courts or is terminated in accordance with section 4.3, in which case the interest earned on the Settlement Amount in the Account shall be paid to the Settling Defendants who, in such case, shall be responsible for the payment of all taxes on such interest.

3.3 Cooperation

(1) It is understood and agreed that all documents and information provided by the Settling Defendants to Plaintiffs and Class Counsel under this Settlement Agreement shall be used only in connection with the prosecution of the claims in the Proceedings, and shall not be used directly or indirectly for any other purpose. Plaintiffs and Class Counsel agree they will not publicize the documents and information provided by the Settling Defendants beyond what is reasonably necessary for the prosecution of the Proceedings or as otherwise required by law. In particular, Plaintiffs and Class Counsel shall not publicize the documents and information provided by the Settling Defendants to plaintiffs and/or plaintiffs' counsel in the U.S. Litigation. Any documents and other information provided by the Settling Defendants will be treated as highly confidential under any applicable confidentiality orders entered in the Proceedings.

(2) Within fifteen (15) days of the Date of Execution or at a time mutually agreed upon by the Parties, the Settling Defendants shall:

- (a) provide a full account to Class Counsel of all facts known to it that are relevant to the Proceedings including, without limitation, how any alleged conspiracy to raise, fix, maintain or stabilize the price and/or to allocate markets and customers for the sale of Cooling Compressors in Canada and elsewhere was formed, implemented, and enforced.
- (b) make reasonable best efforts to provide existing data for sales by the Settling Defendants or by any affiliated corporation of Cooling Compressor Products delivered in Canada, if any, during the Class Period, to the extent that such data has not previously been provided pursuant to section 10.3(1). To the extent that such data is reasonably available in electronic format, it shall be provided in electronic format. The Settling Defendants represent that they have data relating to sales by the Settling Defendants or by an affiliated corporation, of Cooling Compressor Products in Canada during the Class Period, which data includes Purchase Price information. Counsel for the Settling Defendants agree to be reasonably available as necessary to respond to Class Counsel's questions regarding the data produced by the Settling Defendants. If counsel for the Settling Defendants are unable to provide an adequate response to Class Counsel's

questions, the Settling Defendants shall request that an employee of the Settling Defendants be reasonably available to Class Counsel to respond to Class Counsel's questions. The inability of the employee to respond to Class Counsel's questions or the failure of the employee to agree to make him or herself available to or otherwise cooperate with the Plaintiffs shall not constitute a breach or violation of this Settlement Agreement;

- (c) produce relevant non-privileged documents relating to sales, pricing, capacity, and production of Cooling Compressor Products, as well as the dates, locations, subject matter, and participants in any meetings between competitors, and how any alleged conspiracy was formed, implemented, and enforced (as well as English translations sufficient to evidence any collusive meetings among Cooling Compressors makers and how any alleged conspiracy was formed, implemented, and enforced, to the extent known by the Settling Defendants);
- (d) produce, to the extent available, all pre-existing business documents provided by the Settling Defendants to any grand jury, the United States Department of Justice, the European Commission, the Competition Bureau, or any other state, federal or international government or administrative agency, without geographic limitation, concerning the allegations raised in the Proceedings, excluding documents created for the purpose of being so provided; and
- (e) to the extent not included in the above categories, produce any documents provided by the Settling Defendants in the U.S. Litigation, including but not limited to, any documents provided to counsel for the plaintiffs in the U.S. Litigation pursuant to any settlement agreement entered into between the plaintiffs in the U.S. Litigation and the Settling Defendants.

The obligation to produce documents pursuant to this section shall be a continuing obligation to the extent documents are identified following the initial productions. The Settling Defendants make no representation that they have, can or will produce a complete set of documents within any of the categories of information or documents described herein, and the failure to do so shall not constitute a breach or violation of this Settlement Agreement.

(3) Following the Effective Date, the Settling Defendants shall, at the request of Class Counsel, upon reasonable notice, and subject to any legal restrictions, make reasonable best efforts to make available at a mutually convenient time, current or former employees of the Settling Defendants who have knowledge of the allegations raised in the Proceedings to provide information regarding the allegations raised in the Proceedings in a personal interview with Class Counsel and/or experts retained by Class Counsel. The employees shall be made available at a location chosen by the Settling Defendants within their sole discretion. Costs incurred by, and the expenses of, the employees of the Settling Defendants in relation to such interviews shall be the responsibility of the Settling Defendants. Costs of an interpreter or otherwise related to foreign language translation in connection with interviews shall be the responsibility of Class Counsel. If the employee(s) refuses to provide information, or otherwise cooperate, the Settling Defendants shall use reasonable best efforts to make him/her available for an interview with Class Counsel and/or experts retained by Class Counsel. The failure of the employee(s) to agree to make him or herself available, or to otherwise cooperate, with the Plaintiffs shall not constitute a breach or other violation of this Settlement Agreement.

(4) Subject to the rules of evidence, any court order with respect to confidentiality and the other provisions of this Settlement Agreement, the Settling Defendants agree to use reasonable efforts to produce at trial and/or discovery or through acceptable affidavits or other testimony, (i) a current representative qualified to establish for admission into evidence the Settling Defendants' sales of Cooling Compressor Products in Canada during the Class Period and (ii) current representatives as Class Counsel and the Settling Defendants, acting reasonably, agree would be necessary to support the submission into evidence of any information and/or documents provided by the Settling Defendants in accordance with this Settlement Agreement that Class Counsel and the Settling Defendants, acting reasonably, agree might be reasonably necessary for the prosecution of the Proceedings.

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

(6) Nothing in this Settlement Agreement shall require, or shall be construed to require, the Settling Defendants to disclose or produce any documents or information prepared by or for counsel for the Settling Defendants, or to disclose or produce any documents or information in breach of any order, regulatory directive, rule or law of this or any jurisdiction, or subject to solicitor-client privilege, litigation privilege, or any other privilege, or to disclose or produce any information or documents they obtained on a privileged or co-operative basis from any party to any action or proceeding who is not a Settling Defendant.

(7) If any documents protected by any privilege and/or any privacy law or other rule or law of this or any applicable jurisdiction are accidentally or inadvertently produced, such documents shall be promptly returned to the Settling Defendants and the documents and the information contained therein shall not be disclosed or used directly or indirectly, except with the express written permission of the Settling Defendants, and the production of such documents shall in no way be construed to have waived in any manner any privilege or protection attached to such documents.

(8) The Settling Defendants' obligations to cooperate as particularized in section 3.3 shall not be affected by the release provisions contained in section 6 of this Settlement Agreement. The Settling Defendants' obligations to cooperate shall cease at the date of final judgment in the Proceedings against all Defendants. In the event the Settling Defendants materially breach section 3.3, Class Counsel may move before the Courts to either enforce the terms of this Settlement Agreement or set aside the approval of this Settlement Agreement or part thereof, and if the Settlement Agreement is set aside the Settlement Amount shall be returned to the Settling Defendants, with interest.

(9) A material factor influencing the Settling Defendants' decision to execute this Settlement Agreement is its desire to limit the burden and expense of this litigation. Accordingly, Class Counsel agree to exercise good faith in seeking cooperation from the Settling Defendants and to avoid seeking information that is unnecessary, cumulative or duplicative and agree otherwise to avoid imposing undue or unreasonable burden or expense on the Settling Defendants.

SECTION 4 - OPTING-OUT

4.1 Procedure

(1) A person may opt-out of the Proceedings by sending a written election to opt-out, signed by the person or the person's designee, by pre-paid mail, courier, fax, or email to Siskinds LLP at an address to be identified in the Notice of Certification and Approval Hearings. Residents of Quebec must also send the written election to opt-out by pre-paid mail or courier to the Quebec Court at an address to be identified in the Notice of Certification and Approval Hearings.

(2) An election to opt-out will only be effective if it is actually received by Siskinds LLP on or before the Opt-Out Deadline.

(3) The written election to opt-out must contain the following information in order to be effective:

- (a) the person's full name, current address and telephone number;
- (b) the name(s) of each entity from whom the person purchased Cooling Compressor Products during the Class Period;
- (c) a statement to the effect that the person wishes to be excluded from the Proceedings; and
- (d) the reasons for opting out.

(4) Quebec Class Members who have commenced proceedings or commence proceedings and fail to discontinue such proceedings by the Opt-Out Deadline shall be deemed to have opted out. Quebec Counsel warrant and represent that, to the best of their knowledge, no such action has been commenced as of the date this Settlement Agreement was executed by it.

4.2 Opt-Out Report

Within thirty (30) days of the Opt-Out Deadline, Siskinds LLP shall provide to the Settling Defendants, a report containing the names of each person who has validly and timely opted out of the Proceedings.

4.3 Termination on Account of Opt-Outs

To the extent that persons reasonably believed by the Settling Defendants to represent purchases of more than CDN \$250,000 of Cooling Compressors from the Settling Defendants during the Class Period elect to opt out of the Proceedings, the Settling Defendants may, if acting reasonably and in good faith, terminate this Settlement Agreement within sixty (60) days of receipt of the report required pursuant to section 4.2.

SECTION 5- NON-APPROVAL OR TERMINATION OF SETTLEMENT AGREEMENT

5.1 Effect of Non-Approval or Termination of Settlement Agreement

In the event of non-approval of the Settlement Agreement or termination of this Settlement Agreement in accordance with section 4.3:

- (a) any order certifying or authorizing a Proceeding as a class action on the basis of the Settlement Agreement or approving this Settlement Agreement shall be set aside and declared null and void and of no force or effect, and anyone shall be estopped from asserting otherwise;
- (b) any prior certification or authorization of a Proceeding as a class proceeding, including the definitions of the Settlement Class and the Common Issue, shall be without prejudice to any position that any of the Parties may later take on any issue in the Proceedings or any other litigation; and
- (c) within ten (10) days of such non-approval or termination having occurred, Class Counsel shall destroy all documents or other materials provided by the Settling Defendants or containing or reflecting information derived from such documents or other materials received from the Settling Defendants and, to the extent Class Counsel has disclosed any documents or information provided by the Settling Defendants to any other person shall recover and destroy such documents or information. Class Counsel shall provide the Settling Defendants with a written certification by Class Counsel of such destruction. Nothing contained in this section shall be construed to require Class Counsel to destroy any of their work product. However, any documents or information provided by the Settling Defendants, or

received from the Settling Defendants in connection with this Settlement Agreement, may not be disclosed to any person in any manner or used, directly or indirectly, by Class Counsel or any other person in any way for any reason, without the express prior written permission of the Settling Defendants. Class Counsel shall take appropriate steps and precautions to ensure and maintain the confidentiality of such documents, information and any work product of Class Counsel.

5.2 Allocation of Monies in the Account Following Non-Approval or Termination of Settlement Agreement

If the Settlement Agreement is not approved by the Courts or is terminated in accordance with section 4.3, Siskinds LLP shall return to the Settling Defendants all monies in the Account including interest within thirty (30) business days of the non-approval or termination. However, any contribution made by the Settling Defendants in accordance with section 10.2(1) shall not be refunded and, subject to section 10.2(1), the Settling Defendants shall remain liable for any costs of notices required in section 10.1 that have been incurred but not paid to date.

5.3 Survival of Provisions After Non-Approval or Termination of Settlement Agreement

If this Settlement Agreement is not approved by the Courts or is terminated in accordance with section 4.3, the provisions of sections 3.2(3), 5, 8.1, and 8.2, and the definitions and Schedules applicable thereto shall survive the non-approval or termination and continue in full force and effect. The definitions and Schedules shall survive only for the limited purpose of the interpretation of sections 3.2(3), 5, 8.1, and 8.2 within the meaning of this Settlement Agreement, but for no other purposes. All other provisions of this Settlement Agreement and all other obligations pursuant to this Settlement Agreement shall cease immediately.

5.4 Reservation of Rights in the Event of Non-Approval or Termination of Settlement Agreement

Except as may be set forth in this Settlement Agreement, the Settling Defendants and Plaintiffs expressly reserve all of their respective rights if this Settlement Agreement does not become effective, is not approved by the Courts or is terminated in accordance with section 4.3, and the Plaintiffs hereby expressly acknowledge that they will not, in any way whatsoever, use the fact or existence of this Settlement Agreement as any form of admission, whether of liability, wrongdoing, or otherwise, of the Settling Defendants.

SECTION 6 - RELEASES AND DISMISSALS

6.1 Release of Releasees

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 Releasors forever and absolutely release the Releasees from the Released Claims.

6.2 Release by Releasees

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

6.3 Covenant Not To Sue

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

6.4 No Further Claims

The Releasors shall not now or hereafter institute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim or demand against any Releasee or any other person who may claim contribution or indemnity from any Releasee in respect of any Released Claim or any matter related thereto, except for the continuation of the Proceedings against the Non-Settling Defendants or unnamed co-conspirators.

6.5 Dismissal of the Proceedings

- (1) Upon the Effective Date, the Ontario and Quebec Proceedings shall be dismissed with prejudice and without costs as against the Settling Defendants.
- (2) Upon the Effective Date, the BC Plaintiff shall cause the BC Proceeding to be dismissed with prejudice and without costs as against the Settling Defendants.

6.6 Dismissal of Other Actions

(1) Upon the Effective Date, each Settlement Class Member shall be deemed to 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 in each of the Courts' respective jurisdictions commenced by any Settlement Class Member shall be dismissed against the Releasees, without costs and with prejudice. In addition, upon the Effective Date, all Other Actions in British Columbia commenced by any Settlement Class Member shall be dismissed against the Releasees, without costs and with prejudice.

SECTION 7 - BAR ORDER AND OTHER CLAIMS

7.1 Ontario Bar Order

(1) The Plaintiffs in the Ontario Proceeding shall seek a bar order from the Ontario Courts providing for the following:

(a) All claims for contribution, indemnity or other claims over, whether asserted, unasserted or asserted in a representative capacity, inclusive of interest, taxes and costs, relating to the Released Claims which were or could have been brought in the Proceedings, by any Non-Settling Defendant or any other person or party, against a Releasee, or by a Releasee against any Non-Settling Defendant or any other person or party (excepting (i) a claim by a Releasee against any individual excluded in writing from the definition of Releasees; (ii) a claim by a Releasee pursuant to a policy of insurance, provided any such claims involve no right of subrogation against any Non-Settling Defendant; and (iii) a claim by a person who has validly and timely opted-out of the Proceedings), are barred, prohibited and enjoined in accordance with the terms of this order.

(b) If the Court determines that there is a right of contribution and indemnity or other claim over, whether in equity or in law, by statute or otherwise:

i. the Ontario Settlement Class Members shall not be entitled to claim or recover from the Non-Settling Defendants that portion of any damages (including punitive damages, if any), restitutionary award, disgorgement

of profits, interest and costs (including investigative costs claimed pursuant to s. 36 of the *Competition Act*) that corresponds to the Proportionate Liability of the Releasees proven at trial or otherwise; and

- ii. this Court shall have full authority to determine the Proportionate Liability of the Releasees at the trial or other disposition of this action, whether or not the Releasees appear at the trial or other disposition and the Proportionate Liability of the Releasees shall be determined as if the Releasees are parties to this action and any determination by this Court in respect of the Proportionate Liability of the Releasees shall only apply in this action and shall not be binding on the Releasees in any other proceedings.
- (c) After the action against the Non-Settling Defendants has been certified and all appeals or times to appeal from such certification have been exhausted, a Non-Settling Defendant may make a motion to the Court on at least ten (10) days notice, and to be determined as if the Settling Defendants are parties to this action, seeking Orders for the following:
- i. documentary discovery and an affidavit of documents in accordance with the Rules of Civil Procedure O.Reg. 194 from the Settling Defendants;
 - ii. oral discovery of a representative of the Settling Defendants, the transcripts of which may be read in at trial;
 - iii. leave to serve a request to admit on the Settling Defendants in respect of factual matters; and/or
 - iv. the production of a representative of the Settling Defendants to testify at trial, with such witness or witnesses to be subject to cross-examination by counsel for the Non-Settling Defendant.
- (d) The Settling Defendants retain all rights to oppose such motion(s) brought under section 7.1(1)(c).
- (e) A Non-Settling Defendant may effect service of the motion(s) referred to in section 7.1(1)(c) on the Settling Defendants by service on counsel of record for the Settling Defendants in this action.
- (f) To the extent that an order is granted pursuant to section 7.1(1)(c) and discovery is provided to a Non-Settling Defendant, a copy of all discovery provided, whether oral

or documentary in nature, shall promptly be provided by the Settling Defendants to Siskinds LLP.

7.2 Quebec Bar Order

(1) The Plaintiffs in the Quebec Proceeding shall seek a bar order from the Quebec Court providing for the following:

- (a) the Plaintiffs and the Settlement Class Members in the Quebec Proceeding expressly waive the benefit of solidarity against the Non-Settling Defendants with respect to the facts and deeds of the Settling Defendants;
- (b) the Plaintiffs and the Settlement Class Members in the Quebec Proceeding shall henceforth only be able to claim and recover damages, including punitive damages, attributable to the conduct of and sales by the Non-Settling Defendants;
- (c) any action in warranty or other joinder of parties to obtain any contribution or indemnity from the Settling Defendants or relating to the Released Claims shall be inadmissible and void in the context of the Quebec Proceeding; and
- (d) the Quebec Court retains an ongoing supervisory role for the purposes of executing this section 7.2, as well as all procedural aspects of the Quebec Proceeding, and all issues regarding this section 7.2 or any other procedural issues shall be resolved under special case management and according to the *Quebec Code of Civil Procedure*, and the Settling Defendants shall acknowledge the jurisdiction of the Quebec Court for such purposes.

7.3 Claims Against Other Entities Reserved

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

SECTION 8 - EFFECT OF SETTLEMENT

8.1 No Admission of Liability

Whether or not this Settlement Agreement is approved by the Courts or terminated in accordance with section 4.3:

- (i) this Settlement Agreement and anything contained herein,
- (ii) any and all negotiations, documents, discussions and proceedings associated with this Settlement Agreement, and
- (iii) any action taken to carry out this Settlement Agreement,

shall not be deemed, construed or interpreted to be an admission of any violation of any statute or law, or of any wrongdoing or liability by the Settling Defendants, or of the truth of any of the claims or allegations contained in the Proceedings or any other pleading filed by the Plaintiffs.

8.2 Agreement Not Evidence

The Parties agree that, whether or not approved by the Courts or terminated in accordance with section 4.3:

- (i) this Settlement Agreement and anything contained herein,
- (ii) any and all negotiations, documents, discussions and proceedings associated with this Settlement Agreement, and
- (iii) 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.

8.3 No Further Litigation

No Class Counsel, nor anyone currently or hereafter employed by, associated with, or a partner with Class Counsel, may directly or indirectly participate or be involved in or in any way

assist with respect to any claim made or action commenced by any person which relates to or arises from the Released Claims, except in relation to the continued prosecution of the Proceedings against any Non-Settling Defendant or unnamed co-conspirators. Moreover, these persons may not divulge to anyone for any purpose any information obtained in the course of the Proceedings or the negotiation and preparation of this Settlement Agreement, except to the extent such information is otherwise publicly available or unless ordered to do so by a court.

SECTION 9 - CERTIFICATION OR AUTHORIZATION FOR SETTLEMENT ONLY

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

(2) The Plaintiffs agree that, in the motions for certification or authorization of the Ontario and Quebec Proceedings as class proceedings and for the approval of this Settlement Agreement, the only common issue that they will seek to define is the Common Issue and the only classes that they will assert are the Settlement Classes.

SECTION 10 - NOTICE TO SETTLEMENT CLASSES

10.1 Notices Required

The proposed Settlement Classes shall be given the following notices: (i) Notice of Certification and Approval Hearings; and (ii) Notice of Settlement Approval, if the Courts grant approval of the Settlement Agreement.

10.2 Form and Distribution of Notices

(1) The form of notices referred to in section 10.1 and the manner and extent of publication and distribution of the notices shall be as agreed to by the Plaintiffs and Settling Defendants and approved by the Courts.

(2) The Settling Defendants shall contribute up to a maximum of fifty thousand Canadian dollars CDN (\$50,000) for the cost of the notices required in section 10.1.

10.3 Information and Assistance

(1) The Settling Defendants will make reasonable best efforts to compile a list of the names and addresses of persons, if any, in Canada who purchased Cooling Compressor Products from them in Canada during the Class Period and the Purchase Price paid by each of their customers in Canada during the Class Period.

(2) The information required by section 10.3(1) shall be delivered to Class Counsel within fifteen (15) business days of the Date of Execution, or at least five (5) days in advance of the publication of the Notice of Certification and Approval Hearings, whichever is earlier.

(3) Class Counsel may use the information provided under section 10.3(1) to advise persons in Canada who purchased Cooling Compressor Products from the Settling Defendants in Canada during the Class Period of this Settlement Agreement and the date of the Approval Hearings, to assist in the administration of claims filed in respect of any subsequent settlement achieved or court award issued in the context of the Proceedings, or as otherwise authorized in section 3.3.

(4) All information provided by the Settling Defendants pursuant to section 10.3(1) shall be dealt with in accordance with section 3.3. If this Settlement Agreement is not approved by the Courts or is terminated in accordance with section 4.3, all information provided by the Settling Defendants pursuant to section 10.3(1) shall be dealt with in accordance with section 5.1(c) and no record of the information so provided shall be retained by Class Counsel in any form whatsoever.

SECTION 11 - CLASS COUNSEL DISBURSEMENTS

(1) Ontario and Quebec Class Counsel may seek the Courts' approval to pay Class Counsel Disbursements contemporaneous with seeking approval of this Settlement Agreement.

(2) Class Counsel Disbursements may only be paid out of the Account after the Effective Date.

(3) The Settling Defendants 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.

SECTION 12 - MISCELLANEOUS

12.1 Motions for Directions

(1) Any Class Counsel or Settling Defendant may apply to the Courts for directions in respect of the interpretation, implementation and administration of this Settlement Agreement. Unless the Courts order otherwise, motions for directions that do not relate specifically to the Quebec Proceeding and/or members of the Quebec Class shall be determined by the Ontario Court.

(2) All motions contemplated by this Settlement Agreement shall be on notice to the Plaintiffs and Settling Defendants, as appropriate.

12.2 Headings, etc.

In this Settlement Agreement:

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

12.3 Computation of Time

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, the act may be done on the next day that is not a holiday.

12.4 Ongoing Jurisdiction

- (1) Each of the Courts shall retain exclusive jurisdiction over each Proceeding commenced in its jurisdiction, and over the Parties thereto.
- (2) No Party shall ask a Court to make any order or give any direction in respect of any matter of shared jurisdiction unless that order or direction is conditional upon a complimentary order or direction being made or given by the other Court(s) with which it shares jurisdiction over that matter.

12.5 Governing Law

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

12.6 Entire Agreement

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

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

12.8 Binding Effect

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

12.9 Counterparts

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 signature shall be deemed an original signature for purposes of executing this Settlement Agreement.

12.10 Negotiated Agreement

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

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.

12.12 Transaction

The present Settlement Agreement constitutes a transaction in accordance with Articles 2631 and following of the *Civil Code of Quebec*, and the Parties are hereby renouncing to any errors of fact, of law and/or of calculation.

12.13 Recitals

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

12.14 Schedules

The Schedules annexed hereto form part of this Settlement Agreement.

12.15 Acknowledgements

Each of the Parties hereby affirms and acknowledges that:

- (a) he, she or a representative of the Party with the authority to bind the Party with respect to the matters set forth herein has read and understood the Settlement Agreement;
- (b) the terms of this Settlement Agreement and the effects thereof have been fully explained to him, her or the Party's representative by his, her or its counsel;
- (c) he, she or the Party's representative fully understands each term of the Settlement Agreement and its effect; and
- (d) no Party has relied upon any statement, representation or inducement (whether material, false, negligently made or otherwise) of any other Party with respect to the first Party's decision to execute this Settlement Agreement.

12.16 Authorized Signatures

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.

12.17 Notice

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

For Plaintiffs and for Class Counsel:

Charles M. Wright

Jonathan Foreman

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

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

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

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

Reidar Mogerman

Simon Hébert

Camp Fiorante Matthews
4th Floor, Randall Building
555 West Georgia Street,
Vancouver, BC V6B 1Z6

Telephone: 604-689-7555
Facsimile: 604-689-7554
Email: rmogerman@cfmlawyers.ca

Siskinds Desmeules s.e.n.c.r.l.
Les promenades du Vieux-Quebec
43 rue Buade, bureau 320
Quebec City, QC G1R 4A2

Telephone: 418-694-2009
Facsimile: 418-694-0281
Email: simon.hebert@siskindsdesmeules.com

For Settling Defendants:

Jeffrey Simpson

McMillan LLP
Brookfield Place
181 Bay Street, Suite 4400
Toronto, Ontario
Canada M5J 2T3


Telephone: 416.865.7000
Fax: 416.865.7048
Email: jeffrey.simpson@mcmillan.ca


12.18 Date of Execution

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

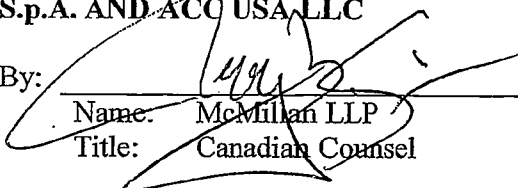
By: 
Name: Siskinds LLP
Title: Ontario Counsel

By: _____
Name: Harrison Pensa LLP
Title: Ontario Counsel

By:  per
Name: Siskinds Desmeules s.e.n.c.r.l
Title: Quebec Counsel

By:  per
Name: Camp Fiorante Matthews
Title: BC Counsel

**APPLIANCES COMPONENTS COMPANIES
S.p.A. AND ACC USA LLC**

By: 
Name: McMillan LLP
Title: Canadian Counsel

For Settling Defendants:

Jeffrey Simpson

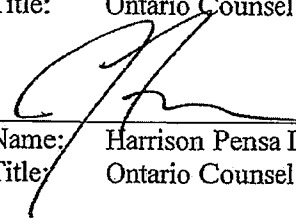
McMillan LLP
Brookfield Place
181 Bay Street, Suite 4400
Toronto, Ontario
Canada M5J 2T3

Telephone: 416.865.7000
Fax: 416.865.7048
Email: jeffrey.simpson@mcmillan.ca

12.18 Date of Execution

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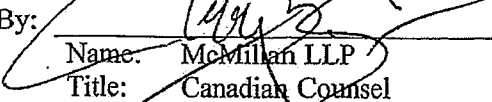
By: _____
Name: Siskinds LLP
Title: Ontario Counsel

By:  _____
Name: Harrison Pensa LLP
Title: Ontario Counsel

By: _____
Name: Siskinds Desmeules s.e.n.c.r.l
Title: Quebec Counsel

By: _____
Name: Camp Fiorante Matthews
Title: BC Counsel

**APPLIANCES COMPONENTS COMPANIES
S.p.A. AND ACC USA LLC**

By:  _____
Name: McMillan LLP
Title: Canadian Counsel

SCHEDULE A – PROCEEDINGS

Proceeding	Plaintiffs	Defendants	Settlement Class
Ontario Superior Court of Justice Court File No. 61559 CP (the “Ontario Proceeding”)	1355741 Ontario Inc. operating as Zero Zone Mechanical and Servicerite Inc.	Tecumseh Products of Canada Limited, Tecumseh Products Co., Tecumseh Compressor Company, Danfoss A/S, Danfoss, Inc., Danfoss Commercial Compressors Ltd., Danfoss Scroll Technologies, LLC., Danfoss Turbocor Compressors, Inc., Danfoss Compressor, LLC, Appliances Components Companies S.p.A., ACC USA LLC, Panasonic Corporation, Panasonic Canada Inc., Whirlpool Canada LP, Embraco North America, and Whirlpool Corporation	All persons in Canada who purchased Cooling Compressor Products in Canada during the Class Period, except the Excluded Persons and persons who are included in the Quebec Class.
Superior Court of Quebec (District of Québec), File No. 200-06-000127-103 (the “Quebec Proceeding”)	Émilien Chassé	Tecumseh Products of Canada Limited, Tecumseh Products Co., Tecumseh Compressor Company, Danfoss A/S, Danfoss, Inc., Danfoss Commercial Compressors Ltd., Danfoss Scroll Technologies, LLC., Danfoss Turbocor Compressors, Inc., Danfoss Compressor, LLC, Appliances Components Companies S.p.A., ACC USA LLC, Panasonic Corporation, Panasonic Canada Inc., Whirlpool Canada LP, Embraco North America, and Whirlpool Corporation	All individuals in Quebec who purchased Cooling Compressor Products in Canada during the Class Period, as well as any legal person resident in Quebec established for a private interest, partnership or association which, at all times between May 6, 2004 and May 5, 2005, had under its direction or control no more than 50 persons bound to it by a contract of employment who purchased Cooling Compressor Products in Canada during the Class Period, except Excluded Persons.

Proceeding	Plaintiffs	Defendants	Settlement Class
British Columbia Supreme Court File No. S106877 (Vancouver Registry) (the "BC Proceeding")	Damon Green	Tecumseh Products of Canada Limited, Tecumseh Products Co., Copeland Canada Div. of Emerson Electric, Emerson Electric Canada Limited, Emerson Electric Co., Danfoss Inc., Danfoss Commercial Compressors Ltd., Danfoss Scroll Technologies, LLC, Danfoss Turbocor Compressors, Inc., Danfoss Compressor, LLC, Panasonic Corporation, Panasonic Canada Inc., Panasonic Corporation of North America, Whirlpool Canada LP, Whirlpool S.A., Embraco North America, and Whirlpool Corporation	N/A

SCHEDULE B

Court File No. 61559CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

The Honourable) , the day
Justice Leitch) of , 2011

BETWEEN:

1355741 ONTARIO INC. operating as ZERO ZONE MECHANICAL
and SERVICERITE INC.

Plaintiffs

- and -

TECUMSEH PRODUCTS OF CANADA LIMITED; TECUMSEH PRODUCTS CO.;
TECUMSEH COMPRESSOR COMPANY; DANFOSS A/S; DANFOSS, INC.; DANFOSS
COMMERCIAL COMPRESSORS LTD.; DANFOSS SCROLL TECHNOLOGIES, LLC.;
DANFOSS TURBOCOR COMPRESSORS, INC.; DANFOSS COMPRESSOR, LLC;
APPLIANCES COMPONENTS COMPANIES SPA; ACC USA LLC; PANASONIC
CORPORATION; PANASONIC CANADA INC.; WHIRLPOOL CANADA LP; EMBRACO
NORTH AMERICA; and WHIRLPOOL CORPORATION

Defendants

Proceeding under the *Class Proceedings Act, 1992*

ORDER

THIS MOTION made by the Plaintiffs for an Order that the within proceeding be certified as a class proceeding for settlement purposes as it relates to the Defendants, Appliances Components Companies S.p.A. and ACC USA LLC (the "Settling Defendants"), and for an Order approving the short-form and long-form Notice of Certification and Approval Hearings and the method of dissemination of said notices was heard this day at the Court House, 80 Dundas Street, London, Ontario.

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

1. **THIS COURT ORDERS** that for the purposes of this Order the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.
2. **THIS COURT ORDERS** that this action is certified as a class proceeding as against the Settling Defendants for settlement purposes only.
3. **THIS COURT ORDERS** that the Settlement Class is defined as:

All persons in Canada who purchased Cooling Compressor Products in Canada during the Class Period, except the Excluded Persons and persons who are included in the Quebec Class.
4. **THIS COURT ORDERS** that 1355741 Ontario Inc. operating as Zero Zone Mechanical and Servicerite Inc are appointed as the representative plaintiffs for the Settlement Class.
5. **THIS COURT ORDERS** that the following issue is common to the Settlement Class:

Did the Settling Defendants conspire to fix, raise, maintain or stabilize the prices of, or allocate markets and customers for, Cooling Compressors in Canada during the Class Period? If so, what damages, if any, did the Settlement Class Members suffer?
6. **THIS COURT ORDERS** that any person who wishes to opt-out of this action must do so by sending a written election to opt-out, together with the information required in the Settlement Agreement, to Siskinds LLP, postmarked on or before the date which is sixty (60) days from the date of the first publication of the Notice of Certification and Approval Hearings.
7. **THIS COURT ORDERS** that any person who has validly opted-out of this action is not bound by the Settlement Agreement and shall no longer participate or have the opportunity in the future to participate in this action.
8. **THIS COURT ORDERS** that any person who is a member of the Settlement Class and who has not validly opted-out of this action is bound by the Settlement Agreement and may not opt-out of this action in the future.

9. **THIS COURT ORDERS** that the short-form and long-form of the Notice of Certification and Approval Hearings are hereby approved substantially in the form attached respectively hereto as Schedule "B" and "C".

10. **THIS COURT ORDERS** that the plan of dissemination for the short-form and long-form of the Notice of Certification and Approval Hearings (the "Plan of Dissemination") is hereby approved in the form attached hereto as Schedule "D" and that the Notice of Certification and Approval Hearings shall be disseminated in accordance with the Plan of Dissemination.

Date:

(Signature of judge, officer or registrar)

SCHEDULE C

Court File No. 61559CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

The Honourable)
Justice Leitch) of , the day , 2011

BETWEEN:

1355741 ONTARIO INC. operating as ZERO ZONE MECHANICAL
and SERVICERITE INC.

Plaintiffs

- and -

TECUMSEH PRODUCTS OF CANADA LIMITED; TECUMSEH PRODUCTS CO.;
TECUMSEH COMPRESSOR COMPANY; DANFOSS A/S; DANFOSS, INC.; DANFOSS
COMMERCIAL COMPRESSORS LTD.; DANFOSS SCROLL TECHNOLOGIES, LLC.;
DANFOSS TURBOCOR COMPRESSORS, INC.; DANFOSS COMPRESSOR, LLC;
APPLIANCES COMPONENTS COMPANIES SPA; ACC USA LLC; PANASONIC
CORPORATION; PANASONIC CANADA INC.; WHIRLPOOL CANADA LP; EMBRACO
NORTH AMERICA; and WHIRLPOOL CORPORATION

Defendants

Proceeding under the *Class Proceedings Act, 1992*

ORDER

THIS MOTION made by the Plaintiffs for an Order approving the Settlement Agreement entered into with the Defendants, Appliances Components Companies S.Pp.A. and ACC USA LLC. (the "Settling Defendants") was heard this day at the Court House, 80 Dundas Street, London, Ontario.

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

1. **THIS COURT ORDERS** that for the purposes of this Order the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.

2. **THIS COURT ORDERS** that the Settlement Agreement is fair, reasonable and in the best interests of the Settlement Class.
3. **THIS COURT ORDERS** that the Settlement Agreement is hereby approved pursuant to s. 29 of the *Class Proceedings Act, 1992* and shall be implemented in accordance with its terms.
4. **THIS COURT ORDERS** that the Settlement Agreement is incorporated by reference into and forms part of this Order and is binding upon the representative plaintiffs and all Settlement Class Members.
5. **THIS COURT ORDERS** that this Order, including the Settlement Agreement, is binding upon each Settlement Class Member including those persons who are minors or mentally incapable and the requirements of Rules 7.04(1) and 7.08(4) of the *Rules of Civil Procedure* are dispensed with in respect of this action.
6. **THIS COURT ORDERS** that upon the Effective Date each Settlement Class Member shall consent and shall be deemed to have consented to the dismissal as against the Releasees of any Other Actions he, she or it has commenced, without costs and with prejudice.
7. **THIS COURT ORDERS** that upon the Effective Date each Other Action commenced in Ontario by any Settlement Class Member shall be and is hereby dismissed against the Releasees, without costs and with prejudice.
8. **THIS COURT ORDERS** that upon the Effective Date 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 shall not now or hereafter institute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim or demand against any Releasee or any other person who may claim contribution or indemnity from any Releasee in respect of any

Released Claim or any matter related thereto, except for the continuation of the Proceedings against the Non-Settling Defendants or unnamed co-conspirators.

10. **THIS COURT ORDERS** that upon the Effective Date the Releasees have released and shall be conclusively deemed to have forever and absolutely released each of the other from any and all claims for contribution and indemnity with respect to the Released Claims.
11. **THIS COURT ORDERS** that the use of the terms “Releasers”, “Releasees”, and “Released Claims” in this Order does not constitute a release of claims by those Settlement Class Members who are resident in any province or territory where the release of one tortfeasor is a release of all tortfeasors.
12. **THIS COURT ORDERS** that upon the Effective Date each Settlement Class Member who is resident in any province or territory where the release of one tortfeasor is a release of all tortfeasors covenants and undertakes not to make any claim in any way nor to threaten, commence, or continue any proceeding in any jurisdiction against the Releasees in respect of or in relation to the Released Claims.
13. **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, by any Non-Settling Defendant or any other person or party, against a Releasee, or by a Releasee against any Non-Settling Defendant or any other person or party (excepting (i) a claim by a Releasee against any individual excluded in writing from the definition of Releasees; (ii) a claim by a Releasee pursuant to a policy of insurance, provided any such claims involve no right of subrogation against any Non-Settling Defendant; and (iii) a claim by a person who has validly and timely opted-out of this action), are barred, prohibited and enjoined in accordance with the terms of this order.
14. **THIS COURT ORDERS** that if the Courts ultimately determine that there is a right of contribution and indemnity between the Defendants, the Plaintiffs and the Settlement Class Members shall restrict their joint and several claims against the Non-Settling

Defendants such that the Plaintiffs and the Settlement Class Members shall be entitled to claim and recover from the Non-Settling Defendants on a joint and several basis only those damages (including punitive damages) arising from and allocable to the sales and/or conduct of the Non-Settling Defendants.

15. **THIS COURT ORDERS** that if the Court determines that there is a right of contribution and indemnity or other claim over, whether in equity or in law, by statute or otherwise:
- (a) the Ontario Settlement Class Members shall not be entitled to claim or recover from the Non-Settling Defendants that portion of any damages (including punitive damages, if any), restitutionary award, disgorgement of profits, interest and costs (including investigative costs claimed pursuant to s. 36 of the *Competition Act*) that corresponds to the Proportionate Liability of the Releasees proven at trial or otherwise; and
 - (b) this Court shall have full authority to determine the Proportionate Liability of the Releasees at the trial or other disposition of this action, whether or not the Releasees appear at the trial or other disposition and the Proportionate Liability of the Releasees shall be determined as if the Releasees are parties to this action and any determination by this Court in respect of the Proportionate Liability of the Releasees shall only apply in this action and shall not be binding on the Releasees in any other proceedings.
16. **THIS COURT ORDERS** that, subject to paragraph 17, a Non-Settling Defendant may, on motion to the Court brought on at least ten (10) days notice and determined as if the Settling Defendants are parties to this action, not to be brought unless and until the action against the Non-Settling Defendants has been certified and all appeals or times to appeal have been exhausted, seek Orders for the following:
- (i) documentary discovery and an affidavit of documents in accordance with the *Rules of Civil Procedure* O.Reg. 194 from the Settling Defendants;
 - (ii) oral discovery of a representative of the Settling Defendants, the transcripts of which may be read in at trial;
 - (iii) leave to serve a request to admit on the Settling Defendants in respect of factual matters; and/or
 - (iv) the production of a representative of the Settling Defendants to testify at trial, with such witness or witnesses to be subject to cross-examination by counsel for the Non-Settling Defendant.

17. **THIS COURT ORDERS** that the Settling Defendants retain all rights to oppose such motion(s) brought under paragraph 16. Notwithstanding any provision in this Order, on any motion brought pursuant to paragraph 16, the Court may make such Orders as to costs and other terms as it considers appropriate.
18. **THIS COURT ORDERS** that a Non-Settling Defendant may effect service of the motion(s) referred to in paragraph 16 above on the Settling Defendants by service on counsel of record for the Settling Defendants in this action.
19. **THIS COURT ORDERS** that for purposes of enforcement of this Order, this Court shall retain an ongoing supervisory role and the Settling Defendants shall attorn to the jurisdiction of this Court for these purposes.
20. **THIS COURT ORDERS** that, except as provided herein, this Order does not affect any claims or causes of action that any Settlement Class Member has or may have against the Non-Settling Defendants or unnamed co-conspirators in this action.
21. **THIS COURT ORDERS** that the Settlement Amount be held in trust for the benefit of the Settlement Class, pending further order of the Court, which shall be sought by the Plaintiffs on a motion in the action brought on notice to the Settling Defendants.
22. **THIS COURT ORDERS** that this action be and is hereby dismissed against the Settling Defendants without costs and with prejudice.
23. **THIS COURT ORDERS** that approval of the Settlement Agreement is contingent upon approval by the Quebec Court and this Order shall have no force and effect if such approval is not secured in Quebec Court.

Date:

(Signature of judge, officer or registrar)