

This is Exhibit"B".... referred to in the
Affidavit of Michael Wright sworn before me
this 4th day of September, 2007.


.....
A Commissioner of Oaths, etc.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In re ROYAL GROUP TECHNOLOGIES : Master File No. 06 Civ. 0822 (RJH)
SECURITIES LITIGATION :

Court File No. 965/06

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

CANADIAN COMMERCIAL WORKERS' INDUSTRY PENSION PLAN

Plaintiff

- and -

ROYAL GROUP TECHNOLOGIES LTD., VIC DE ZEN,
DOUGLAS DUNSMUIR, GARY BROWN, RON GOEGAN, DOMINIC D'AMICO,
GREGORY SORBARA, RONALD SLAGHT and RALPH BREHN

Defendants

Proceeding under the *Class Proceedings Act*, 1992

AMENDMENT TO THE
STIPULATION AND SETTLEMENT AGREEMENT

This Amendment to the Stipulation and Settlement Agreement dated as of March 30, 2007 entered into between the parties hereto (the "Stipulation") is submitted in the above-captioned *In re Royal Group Technologies Securities Litigation*, Master File No. 06 Civ. 00822 (RJH) and

further in the above-captioned *Canadian Commercial Workers Industry Pension Plan v. Royal Group Technologies Ltd. et al.*, Court File No. 965/06.

WHEREAS the parties to the Stipulation desire to make the following amendments in writing to the Stipulation and exhibits thereto.

NOW THEREFORE, it is hereby STIPULATED AND AGREED by and between the parties to the Stipulation, through their respective counsel:

1. The definition of "Canadian Class" in ¶1 of the Stipulation is hereby amended as follows:
"Canadian Class" means the class to be certified, for purposes of settlement only, by the (Ontario) Superior Court of Justice in the Canadian Action comprising all persons who purchased or otherwise acquired shares of Royal Group during the Class Period, other than members of the U.S. Class and Excluded Persons.
2. Exhibit "A" to the Stipulation (the "Canadian Pre-Approval Order") is hereby amended and replaced in the Stipulation by the form attached as Exhibit "E" hereto.
3. Exhibit "B" to the Stipulation (the "Canadian Judgment") is hereby amended and replaced in the Stipulation by the form attached as Exhibit "F" hereto.
4. Exhibit "C" to the Stipulation (the "U.S. Pre-Approval Order") is hereby amended and replaced in the Stipulation by the form attached as Exhibit "G" hereto.
5. Exhibit "D" to the Stipulation (the "U.S. Judgment") is hereby amended and replaced in the Stipulation by the form attached as Exhibit "H" hereto.
6. All counsel and any other person executing this Amendment to the Stipulation warrant and represent that they have the full authority to do so.

7. This Amendment to the Stipulation may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Stipulation to be executed, by their duly authorized counsel, dated as of August 31, 2007.

LERACH COUGHLIN STOIA GELLER, & LABATON SUGAROW & RUDOFF LLP
RUDMAN LLP

By: Samuel H. Rudman
Samuel H. Rudman *with permission*

By: [Signature]
Mark S. Arisohn
David Goldsmith

U.S. Lead Counsel for U.S. Lead Plaintiffs

U.S. Lead Counsel for U.S. Lead Plaintiffs

SISKINDS LLP

CAVALLUZZO HAYES SHILTON
MCINTYRE & CORNISH LLP

By: _____
A. Dimitri Lascaris/Michael Robb

By: _____
Michael D. Wright

Solicitors for Canadian Commercial Workers
Industry Pension Plan

Solicitors for Canadian Commercial Workers
Industry Pension Plan

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Stipulation to be executed, by their duly authorized counsel, dated as of August 31, 2007.

LERACH COUGHLIN STOIA GELLER, & LABATON SUCHAROW & RUDDOFF LLP
RUDMAN LLP

By: _____
Samuel H. Rudman

By: _____
Mark S. Arisohn
David Goldsmith

U.S. Lead Counsel for U.S. Lead Plaintiffs

U.S. Lead Counsel for U.S. Lead Plaintiffs

SISKINDS LLP

CAVALLUZZO HAYES SHILTON
MCINTYRE & CORNISH LLP

By: [Signature]
A. Dimitri Lascaris/Michael Robb

By: [Signature]
Michael D. Wright

Solicitors for Canadian Commercial Workers
Industry Pension Plan

Solicitors for Canadian Commercial Workers
Industry Pension Plan

OGILVY RENAULT LLP

SHEARMAN & STERLING LLP

By: [Signature]
Steve Tenai

By: _____
Brian H. Polovoy

Solicitors for Royal Group, Inc. (formerly known as Royal Group Technologies Limited), Ronald Slaght and Ralph Brehn

Attorneys for Royal Group, Inc. (formerly known as Royal Group Technologies Limited)

McMILLAN BINCH MENDELSON LLP

SQUIRE SANDERS & DEMPSEY LLP

By: _____
Markus Kochman

By: _____
Thomas S. Kilbane

Solicitors for Vic De Zen

Attorneys for Vic De Zen

LAX O'SULLIVAN SCOTT LLP

JONES DAY

By: _____
Charles F. Scott

By: _____
Lee A. Armstrong

Solicitors for Douglas Dunsmuir

Attorneys for Douglas Dunsmuir

AIRD & BERLIS LLP

LANGLER SIFFERT & WOHL LLP

By: _____
Eldon J. Bennett
Solicitors for Gary Brown

By: _____
John S. Siffert
Attorneys for Gary Brown

OGILVY RENAULT LLP

SHEARMAN & STERLING LLP

By: _____

By:  _____

Steve Tenat

Brian H. Polowoy

Solicitors for Royal Group, Inc. (formerly known as Royal Group Technologies Limited), Ronald Slight and Ralph Brehm

Attorneys for Royal Group, Inc. (formerly known as Royal Group Technologies Limited)

McMILLAN BINCH MENDELSON LLP

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By: _____

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Attorneys for Vic De Zen

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McMILLAN BINCH MENDELSON LLP

SQUIRE SANDERS & DEMPSEY LLP

By: _____

By: *[Handwritten Signature]* per instructions

Markus Koelinen

Thomas S. Kibane

Solicitors for Vic De Zen

Attorneys for Vic De Zen

LAX O'SULLIVAN SCOTT LLP

JONES DAY

By: _____

By: _____

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Attorneys for Douglas Dunsmuir

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Ronald Slaght and Ralph Brehn

Attorneys for Royal Group, Inc. (formerly known as Royal Group Technologies Limited)

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Solicitors for Douglas Dunsmuir

Attorneys for Douglas Dunsmuir

AIRD & BERLIS LLP

LANKLER SIFFERT & WOHL LLP

By: AIRD BERLIS *[Signature]*

By: _____

Walter J. Bennett *[Signature]* Barbara H. Miller

John S. Siffert

Solicitors for Gary Brown

Attorneys for Gary Brown

OGILVY RENAULT LLP

SHEARMAN & STERLING LLP

By: _____

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LANKLER, SIFFERT & WOHL LLP

By: _____

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Eldon J. Bennett
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John S. Siffert
Attorneys for Gary Brown

McCARTHY TÉTRAULT LLP

MORVILLO, ABRAMOWITZ, GRAND
LASON, ANELLO & BOHRER, P.C.

By: David M. Porter ^{per} _{for}

By: _____

David M. Porter

Richard F. Albert

Solicitors for Ron Goegan

Attorneys for Ron Goegan

STOCKWOODS LLP

GOWLING LAFLEUR HENDERSON LLP

By: _____

By: _____

Christopher Wirth

Glenn Hainey

Solicitors for Dominic D'Amico

Solicitors for Gregory Sorbara

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By: _____

By: _____

Christopher Wirth

Glenn Hainey

Solicitors for Dominic D'Amico

Solicitors for Gregory Sorbara

EXHIBIT "E"

AMENDED CANADIAN PRE-APPROVAL ORDER

Court File No. 965/06

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE) , the day
)
JUSTICE) of , 2007

BETWEEN:

CANADIAN COMMERCIAL WORKERS INDUSTRY PENSION PLAN

Plaintiff

- and -

ROYAL GROUP TECHNOLOGIES LTD., VIC DE ZEN,
DOUGLAS DUNSMUIR, GARY BROWN, RON GOEGAN, DOMINIC D'AMICO,
GREGORY SORBARA, RONALD SLAGHT and
RALPH BREHN

Defendants

Proceeding under the *Class Proceedings Act, 1992*

ORDER

THIS MOTION, made by the Plaintiff for, *inter alia*, an Order certifying this action as a class proceeding for the purpose of settlement, setting a date for a settlement approval hearing, approving the form of notice to class members of the certification of the action as a class proceeding for settlement purposes, the proposed settlement and of the approval hearing, and approving the method of dissemination of said notice, was heard this day in Milton,

Ontario, Canada.

ON READING the materials filed, including the settlement agreement dated as of March 30, 2007 between the parties and the amendment thereto dated as of August 31, 2007 (the "Stipulation") filed with the Court, and on hearing the submissions of counsel for the Plaintiff and counsel for the Defendants:

1. **THIS COURT DECLARES** that except as otherwise stated, this Order incorporates and adopts the definitions set forth in the Stipulation, which is attached hereto as Schedule "A".
2. **THIS COURT ORDERS** that, subject to paragraph 21 herein, the within proceeding be, and hereby is, certified as a class proceeding, for purposes of settlement only, pursuant to the *Class Proceedings Act, 1992*, S.O. 1992, c.6, sections 2 and 5.
3. **THIS COURT ORDERS** that the "Canadian Class" be, and is, defined and certified as:

All persons who purchased or otherwise acquired shares of Royal Group during the Class Period, other than members of the U.S. Class and Excluded Persons.
4. **THIS COURT DECLARES** that the causes of action asserted in this Action on behalf of the Canadian Class are negligence, negligent misrepresentation, and oppression pursuant to section 241 of the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44.
5. **THIS COURT ORDERS** that Canadian Commercial Workers Industry Pension Plan be, and is, appointed as the Representative Plaintiff for the Canadian Class within this proceeding.

6. **THIS COURT ORDERS** that the within proceeding be, and is, certified for settlement purposes only on the basis of the following common issue:

Were Royal Group Technologies Limited's annual and interim financial statements during the Class Period accurate and in accordance with generally accepted accounting principles?

7. **THIS COURT ORDERS** that the hearing of the Representative Plaintiff's motion for settlement approval in the within proceeding (the "Settlement Approval Motion") and of the Representative Plaintiff's motion for approval of the fees of Canadian Class Counsel shall take place on December 17, 2007 at 10:00 a.m.
8. **THIS COURT ORDERS** that persons or entities who would otherwise be members of the Canadian Class but who elect to opt out of the Canadian Class must do so by complying with the instructions set out in the long form of the Pre-Approval Notice (Schedule "B" hereto) no later than 60 days after the date set herein for the mailing of the Pre-Approval Notice referred to in paragraph 13 herein. Subject to further order of the Court, no person or entity may opt out of the Canadian Class after the expiry of the Opt-out Deadline.
9. **THIS COURT ORDERS** that any potential member of the Canadian Class who elects to opt out of the Canadian Class in accordance with paragraph 8 of this Order may not participate in the Settlement, if approved.
10. **THIS COURT ORDERS** that ● is hereby appointed and approved as Claims Administrator for purposes of the proposed settlement and carrying out the duties

assigned to the Claims Administrator under the Stipulation, and shall be subject to the jurisdiction of this Court for all matters relating to the Canadian Action, including the administration, interpretation, effectuation or enforcement of the Stipulation and this Order.

11. **THIS COURT ORDERS** that the Escrow Agent, acting in its capacity as escrow agent, shall be subject to the jurisdiction of this Court for all matters relating to the Canadian Action, including the administration, interpretation, effectuation or enforcement of the Stipulation and this Order.
12. **THIS COURT ORDERS** that the form and content of the long-form of the Pre-Approval Notice, substantially in the form attached hereto as Schedule "B", is hereby approved.
13. **THIS COURT ORDERS** that the Plan of Notice attached to this Order as Schedule "C" is hereby approved and directs that the long-form of the Pre-Approval Notice shall be disseminated in accordance therewith, no later than 14 days after entry of the last order by any of the Courts in the Actions approving the long-form of the Pre-Approval Notice.
14. **THIS COURT ORDERS** that Canadian Class Counsel shall, at or before the hearing of the Settlement Approval Motion, file with the Court proof of dissemination of the long-form of the Pre-Approval Notice in accordance with the Plan of Notice.
15. **THIS COURT ORDERS** that the short form of the Pre-Approval Notice ("Publication

Notice") to be published in substantially the form and content attached hereto as Schedule "D" is hereby approved, and directs that the Claims Administrator shall cause the Publication Notice to be published in accordance with the Plan of Notice, which publication shall occur within 14 days of the mailing of the long form of the Pre-Approval Notice, and Canadian Class Counsel shall, at or before the hearing of the Settlement Approval Motion, file with this Court proof of the publication of the Publication Notice.

16. **THIS COURT ORDERS** that the form and content of the Proof of Claim form, substantially in the form attached hereto as Schedule "E", is hereby approved.

17. **THIS COURT ORDERS** that in order to be entitled to participate in the Net Settlement Fund, each member of the Canadian Class shall take the following actions and be subject to the following conditions:
 - a. A properly executed Proof of Claim must be submitted to the Claims Administrator, at the Post Office Box indicated in the Pre-Approval Notice, postmarked not later than 120 days after the date set herein for the mailing of the long form of the Pre-Approval Notice. Such deadline may be further extended by order of this Court.
 - b. Each Proof of Claim shall be deemed to have been submitted when postmarked (if properly addressed and mailed by first class mail, postage prepaid) provided that such Proof of Claim is actually received prior to the motion for an order of this Court approving distribution of the Net Settlement Fund.
 - c. Any Proof of Claim submitted in any other manner shall be deemed to have been submitted when it was actually received at the address designated in the

Pre-Approval Notices, provided that such Proof of Claim is actually received prior to the motion for an order of this Court approving distribution of the Net Settlement Fund.

18. **THIS COURT ORDERS** that the Proof of Claim submitted by each member of the Canadian Class must satisfy the following conditions:
 - a. it must be properly completed, signed and submitted in a timely manner in accordance with the provisions of the preceding paragraph;
 - b. it must be accompanied by supporting documentation for the transactions reported therein, in the form of broker confirmation slips, broker account statements, an authorized statement from the broker containing the transactional information found in a broker confirmation slip, or such other documentation as is deemed adequate by the Claims Administrator;
 - c. if the person executing the Proof of Claim is acting in a representative capacity, a certification of his, her or its current authority to act on behalf of the Canadian Class member must be included in the Proof of Claim; and
 - d. the Proof of Claim must be complete and contain no material deletions or modifications of any of the printed matter contained therein and must be signed under penalty of perjury.

19. **THIS COURT ORDERS** that, as part of the Proof of Claim, each Canadian Class Member shall submit to the jurisdiction of this Court with respect to the claim submitted, and shall (subject to the approval of the Settlement by the Courts) release all Settled Claims against the Released Parties.

20. **THIS COURT ORDERS** that Canadian Class Members who wish to file with the Court an objection or comment to the Settlement or to the approval of Canadian Class Counsel fees shall deliver a written submission to Canadian Class Counsel at the address indicated in the Pre-Approval Notices, no later than 60 days after the date set herein for the mailing of the long form of the Pre-Approval Notice, and Canadian Class

Counsel shall file all such submissions with the Court prior to the hearing of the Settlement Approval Motion.

21. **THIS COURT ORDERS** that if the Stipulation is terminated pursuant to any rights of termination therein, then:
- a. this Order (except for paragraphs 1, 10, 11 and 21 herein) shall be set aside, be of no further force or effect, and be without prejudice to any party;
 - b. this Action shall be immediately decertified as a class proceeding pursuant to Section 10 of the *Class Proceedings Act, 1992*, without prejudice to the Plaintiff's ability to reapply for certification and the Defendants' ability to oppose certification on any and all grounds; and
 - c. each party to this Action shall be restored to his, her or its respective position in this Action as it existed immediately prior to the execution of the Stipulation.
22. **THIS COURT DECLARES** that the recitals to the Stipulation attached as Schedule "A" hereto satisfy the requirements of subsection 8(1)(c) and (d) of the *Class Proceedings Act, 1992*.

Date: _____, 2007

THE HONOURABLE
JUSTICE

EXHIBIT "F"
AMENDED CANADIAN JUDGMENT

Court File No. 965/06

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE) DAY, THE DAY
JUSTICE)
) OF , 2007

BETWEEN:

CANADIAN COMMERCIAL WORKERS INDUSTRY PENSION PLAN

Plaintiff

- and -

ROYAL GROUP TECHNOLOGIES LTD, VIC DE ZEN, DOUGLAS
DUNSMUIR, GARY BROWN, RON GOEGAN, DOMINIC D'AMICO,
GREGORY SORBARA, RONALD SLAGHT and RALPH BREHN

Defendants

Proceedings under the *Class Proceeding Act*, 1992

ORDER

THIS MOTION made by the proposed Representative Plaintiff for, *inter alia*, an Order approving and implementing the Stipulation and Settlement Agreement dated as of March 30, 2007, and the amendment thereto dated as of August 31, 2007, entered into between it, lead plaintiffs to a parallel U.S. class action, and the Defendants (the "Stipulation") was heard this day at Milton, Ontario.

ON READING the materials filed, including the Stipulation attached as Schedule "A", and on hearing the submissions of counsel for the Plaintiff and counsel for the Defendants.

1. **THIS COURT DECLARES** that, except as otherwise stated, this Order incorporates and adopts the definitions set forth in the Stipulation.
2. **THIS COURT DECLARES** that the settlement provided for in the Stipulation is fair, reasonable and in the best interests of members of the Canadian Class.
3. **THIS COURT ORDERS** that the Stipulation attached to this Order as Schedule "A" is hereby approved pursuant to s. 29 of the *Class Proceedings Act, 1992*.
4. **THIS COURT ORDERS** that the Stipulation form part of this Order and is binding upon the Plaintiff and upon all members of the Canadian Class, including those persons who are minors or mentally incapable, and that 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, and the Stipulation shall be implemented in accordance with its terms.
5. **THIS COURT ORDERS** that, upon the Effective Date, the Plaintiff and each member of the Canadian Class, on behalf of themselves, their personal representatives, heirs, executors, administrators, trustees, beneficiaries, former and current plan members and contributors, successors and assigns, are hereby permanently barred and enjoined from instituting, commencing or prosecuting any Settled Claims against the Released Parties.
6. **THIS COURT ORDERS AND DECLARES** that each member of the Canadian Class shall consent and shall be deemed to have consented to the dismissal without costs and

with prejudice of any other action or proceedings he, she or it has commenced against the Released Parties with respect to a Settled Claim.

7. **THIS COURT ORDERS AND DECLARES** that, upon the Effective Date, the Plaintiff and each member of the Canadian Class, on behalf of themselves, their personal representatives, heirs, executors, administrators, trustees, beneficiaries, former and current plan members and contributors, successors and assigns shall release and shall be conclusively deemed to have fully, finally and forever released the Released Parties from the Settled Claims.

8. **THIS COURT ORDERS** that, upon the Effective Date, the Plaintiff and each member of the Canadian Class and his, her or its respective personal representatives, heirs, executors, administrators, trustees, beneficiaries, former and current plan members and contributors, successors and assigns, shall not institute, continue, maintain or assert, either directly or indirectly, whether in the United States, 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 Released Party or any other person who may claim any form of contribution or indemnity from any Released Party in respect of any Settled Claim, at any time on or after the Effective Date, and are enjoined from doing so.

9. **THIS COURT ORDERS** that, upon the Effective Date, the Defendants, on behalf of themselves, their personal representatives, heirs, executors, administrators, trustees, successors and assigns release and forever discharge each and every one of the Settled Defendants' Claims against the Plaintiff herein, any member of the Canadian Class or Canadian Class Counsel, and are hereby permanently barred and enjoined from prosecuting a

Settled Defendants' Claim against the Plaintiff herein, any member of the Canadian Class or Canadian Class Counsel.

10. **THIS COURT ORDERS** that neither this Order, the Stipulation, nor any of their terms and provisions, nor any of the negotiations or proceedings connected with the Stipulation, nor any of the documents or statements referred to therein shall be:

- (a) offered or received against the Defendants as evidence of or construed as or deemed to be evidence of any presumption, concession or admission by any of the Defendants with respect to the truth of any fact alleged in the Statement of Claim or the validity of any claim that has been or could have been asserted in this Action or in any litigation, or the deficiency of any defence that has been or could have been asserted in this Action or in any litigation, or of any liability, negligence, fault, or wrongdoing of the Defendants;
- (b) offered or received against the Defendants as evidence of a presumption, concession or admission of any fault, misrepresentation or omission with respect to any statement or written document approved or made by any Defendant;
- (c) offered or received against the Defendants as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason as against any of the Defendants, in any other civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to enforce and give effect to the provisions of the Stipulation (provided, however, that Defendants may refer to it to effect the release and liability protection granted them hereunder);
- (d) construed against the Defendants as an admission or concession that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial; or
- (e) construed as or received in evidence as an admission, concession or presumption against the Plaintiff or any member of the Canadian Class that any of their claims are without merit, or that any defences asserted by the Defendants have any merit, or that damages recoverable under the Statement of Claim would not have exceeded the amounts set forth under the Stipulation

11. **THIS COURT DECLARES** that the Plan of Allocation is approved as fair and reasonable.

12. **THIS COURT ORDERS** that this Court shall retain jurisdiction over the parties herein, the members of the Canadian Class, the Claims Administrator and the Escrow Agent for all matters relating to this Action and the Canadian Class, including the administration, interpretation, effectuation or enforcement of the Stipulation and this Order, and including any application for fees and expenses incurred by or paid to Canadian Class Counsel and the Claims Administrator in overseeing and administering the Settlement, in distributing settlement proceeds to members of the Canadian Class, and in complying with the terms of this Order.

13. **THIS COURT ORDERS** that, on notice to the Court but without further order of the Court, the parties to the Stipulation may agree to reasonable extensions of time to carry out any of the provisions of the Stipulation.

14. **THIS COURT ORDERS AND DECLARES** that the Released Parties have no responsibility for and no liability whatsoever with respect to the administration of the Settlement.

15. **THIS COURT ORDERS** that if the Stipulation is terminated pursuant to any rights of termination therein, then:

- (a) this Order (except for paragraphs 1, 10, 12, 14 and 15 herein) shall be set aside, be of no further force or effect, and be without prejudice to any party;
- (b) this Action shall be immediately decertified as a class proceeding pursuant to Section 10 of the *Class Proceedings Act, 1992*, without prejudice to the Plaintiff's ability to reapply for certification and the Defendants' ability to oppose certification on any and all grounds; and
- (c) each party to this Action shall be restored to his, her or its respective position in this Action as it existed immediately prior to the execution of the Stipulation.

16. **THIS COURT ORDERS AND ADJUDGES** that any appeal or challenge limited to the fairness and reasonableness of the Plan of Allocation shall in no way disturb or affect the balance of this Order and shall be deemed to be separate and apart from the balance of this Order.

17. **THIS COURT ORDERS AND ADJUDGES** that, upon the Effective Date, this Action shall be and is hereby dismissed against the Defendants with prejudice and without costs.

CANADIAN COMMERCIAL WORKERS
INDUSTRY PENSION PLAN
Plaintiff

and
ROYAL GROUP TECHNOLOGIES
LIMITED et al.
Defendants

Court File No: 965/06

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Milton

ORDER

EXHIBIT "G"

AMENDED U.S. PRE-APPROVAL ORDER

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

_____	x	
In re ROYAL GROUP TECHNOLOGIES	:	Master File No. 06-Civ-0822 (RJH)
SECURITIES LITIGATION	:	
	:	<u>CLASS ACTION</u>
_____	x	

**PRELIMINARY ORDER FOR NOTICE AND HEARING IN CONNECTION
WITH SETTLEMENT PROCEEDINGS**

WHEREAS, on March 30, 2007, the parties to the above-entitled action (the "U.S. Action") entered into a Stipulation and Agreement of Settlement as amended as of August 31, 2007 (the "Stipulation"), which is subject to review under Rule 23 of the Federal Rules of Civil Procedure and which, together with the exhibits thereto, sets forth the terms and conditions for the proposed settlement of the claims alleged in the Complaint on the merits and with prejudice; and the Court having read and considered the Stipulation and the accompanying documents; and the parties to the Stipulation having consented to the entry of this Order; and all capitalized terms used herein having the meanings defined in the Stipulation; and

WHEREAS, it is a condition to the effectiveness of the proposed Settlement that the Canadian putative class proceeding identified in the Stipulation (the "Canadian Class Action") be also settled and dismissed with prejudice and the Settlement be approved by the (Ontario) Superior Court of Justice before which the Canadian Class Action is pending.

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NOW, THEREFORE, IT IS HEREBY ORDERED, this ___ day of _____ 2007 that:

1. The Court does hereby preliminarily approve the Stipulation and the Settlement set forth therein as being fair, reasonable and adequate to U.S. Class Members, subject to further consideration at the Settlement Hearing described in ¶ 5 below.

2. Pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure, and for the purposes of the Settlement only, this U.S. Action is hereby certified as a class action on behalf of all United States citizens and entities that purchased or otherwise acquired the common stock of Royal Group on the New York Stock Exchange or Toronto Stock Exchange during the period between February 24, 2000 through October 18, 2004, inclusive (the "U.S. Class Period"), other than Excluded Persons (the "U.S. Class" or "U.S. Class Members"). Also excluded from the U.S. Class are any putative U.S. Class Members who exclude themselves by filing a timely and valid request for exclusion in accordance with the requirements set forth in the Notice.

3. The Court finds, for the purposes of the Settlement only, that the prerequisites for a class action under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure have been satisfied in that: (a) the number of U.S. Class Members is so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the U.S. Class; (c) the claims of the named representatives are typical of the claims of the U.S. Class they seek to represent; (d) the U.S. Lead Plaintiffs will fairly and adequately represent the interests of the U.S. Class; (e) the questions of law and fact common to the members of the U.S. Class predominate over any questions affecting only individual members of the U.S. Class; and (f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

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4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for the purposes of the Settlement only, U.S. Lead Plaintiffs Philip B. Zipin, Marcia B. Snow, and Lewis R. Messinger are certified as Class Representatives.

5. A hearing (the "Settlement Fairness Hearing") pursuant to Rule 23(e) of the Federal Rules of Civil Procedure is hereby scheduled to be held before the Court on _____, 2007, at ____:____.m. for the following purposes:

(a) to finally determine whether this U.S. Action satisfies the applicable prerequisites for class action treatment under Rules 23(a) and (b) of the Federal Rules of Civil Procedure;

(b) to determine whether the proposed Settlement is fair, reasonable and adequate, and should be approved by the Court;

(c) to determine whether the Judgment as provided under the Stipulation should be entered, dismissing the Complaint filed herein, on the merits and with prejudice, and to determine whether the release by the U.S. Class of the Settled Claims, as set forth in the Stipulation, should be provided to the Released Parties (as those terms are defined in the Stipulation);

(d) to determine whether the proposed Plan of Allocation of the proceeds of the Settlement is fair and reasonable, and should be approved by the Court;

(e) to consider U.S. Lead Plaintiffs' Counsel's application for an award of attorneys' fees and for reimbursement of expenses to U.S. Lead Plaintiffs' Counsel; and

(f) to rule upon such other matters as the Court may deem appropriate.

6. The Court reserves the right to approve the Settlement with or without modification as may be agreed to by the Parties and with or without further notice of any kind. The Court further reserves the right to enter its Judgment approving the Stipulation and dismissing the Complaint on the merits and with prejudice regardless of whether it has approved the Plan of Allocation or awarded attorneys' fees and expenses.

7. The Court approves the form, substance and requirements of the Notice of Pendency and Certification of Class Actions, Proposed Settlement and Settlement Approval/Fairness Hearing (the "Notice"), Proof of Claim form, and short-form notice (the "Summary Notice"), annexed hereto as Tabs 1, 2 and 3, respectively, and finds that the form, content, and mailing and distribution of the Notice and publishing of the Summary Notice substantially in the manner and form set forth in ¶¶ 8 and 11 of this Order meet the requirements of Rule 23 of the Federal Rules of Civil Procedure, Section 21D(a)(7) of the Securities Exchange Act of 1934, as amended, 15 U.S.C. 78u-4(a)(7), including by the Private Securities Litigation Reform Act of 1995 (the "PSLRA"), Rule 23.1 of the Local Rules of the Southern and Eastern Districts of New York, and due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons and entities entitled thereto.

8. The Court approves the appointment of ● as the Claims Administrator. Within fourteen (14) calendar days of the later of the date of this Order or the issuance of the Canadian Pre-Approval Order, the Claims Administrator shall cause the Notice and the Proof of Claim, substantially in the forms annexed hereto as Tabs 1 and 2, to be mailed, by first class mail, postage prepaid, to all U.S. Class Members who can be identified with reasonable effort. Royal Group shall cooperate in making Royal Group's transfer records and shareholder information available to the Claims Administrator no later than five (5) business days following entry of this

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Order for the purpose of identifying and giving notice to the U.S. Class. The Claims Administrator shall use reasonable efforts to give notice to nominee purchasers such as brokerage firms and other persons or entities who purchased Royal Group common stock during the Class Period as record owners but not as beneficial owners. Such nominee purchasers are directed, within seven (7) business days of their receipt of the Notice, to either forward copies of the Notice and Proof of Claim to their beneficial owners or to provide the Claims Administrator with lists of the names and addresses of the beneficial owners, and the Claims Administrator is ordered to send the Notice and Proof of Claim promptly to such identified beneficial owners. Nominee purchasers who elect to send the Notice and Proof of Claim to their beneficial owners shall send a statement to the Claims Administrator confirming that the mailing was made as directed. Additional copies of the Notice shall be made available to any record holder requesting such for the purpose of distribution to beneficial owners, and such record holders shall be reimbursed from the Gross Settlement Fund, upon receipt by the Claims Administrator of proper documentation, for the reasonable expense of sending the Notice and Proofs of Claim to beneficial owners. U.S. Lead Plaintiffs' Counsel shall, at least seven (7) calendar days prior to the Settlement Fairness Hearing, file with the Court proof of mailing of the Notice and Proof of Claim.

9. The Claims Administrator or the Escrow Agent or their agents are authorized and directed to prepare any tax returns required to be filed on behalf of or in respect of the Gross Settlement Fund and to cause any Taxes due and owing to be paid from the Gross Settlement Fund, and to otherwise perform all obligations with respect to Taxes and any reporting or filings in respect thereof as contemplated by the Stipulation, without further order of the Court.

10. U.S. Lead Plaintiffs' Counsel shall submit their papers in support of final

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approval of the Settlement and application for attorneys' fees and reimbursement of expenses by no later than seven (7) calendar days before the date fixed for the Settlement Fairness Hearing.

11. The Claims Administrator shall cause the Summary Notice to be published in accordance with the Plan of Notice annexed hereto as Tab 4, which publication shall begin within fourteen (14) calendar days of the mailing of the Notice and in accordance with the Notice Plan. U.S. Lead Plaintiffs' Counsel shall, at least seven (7) calendar days prior to the Settlement Fairness Hearing, file with the Court proof of the publication of the Publication Notice.

12. In order to be entitled to participate in the Net Settlement Fund, in the event the Settlement is effected in accordance with the terms and conditions set forth in the Stipulation, each U.S. Class Member shall take the following actions and be subject to the following conditions:

(a) A properly executed Proof of Claim (the "Proof of Claim"), substantially in the form annexed hereto as Tab 2, must be submitted to the Claims Administrator, at the Post Office Box indicated in the Notice, postmarked not later than one hundred and twenty (120) calendar days after the date fixed for the mailing of the Notice. Such deadline may be further extended by court order. Each Proof of Claim shall be deemed to have been submitted when postmarked (if properly addressed and mailed by first class mail, postage prepaid) provided that such Proof of Claim is actually received prior to completion of claims processing by the Claims Administrator. Any Proof of Claim submitted in any other manner shall be deemed to have been submitted when it was actually received at the address designated in the Notice.

(b) The Proof of Claim submitted by each U.S. Class Member must satisfy the following conditions: (i) it must be properly completed, signed and submitted in a timely

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manner in accordance with the provisions of the preceding subparagraph; (ii) it must be accompanied by adequate supporting documentation for the transactions reported therein, in the form of broker confirmation slips, broker account statements, an authorized statement from the broker containing the transactional information found in a broker confirmation slip, or such other documentation as is deemed adequate by the Claims Administrator; (iii) if the person executing the Proof of Claim is acting in a representative capacity, a certification of his current authority to act on behalf of the U.S. Class Member must be included in the Proof of Claim; and (iv) the Proof of Claim must be complete and contain no material deletions or modifications of any of the printed matter contained therein and must be signed under penalty of perjury.

(c) As part of the Proof of Claim, each U.S. Class Member shall submit to the jurisdiction of this Court with respect to the claim submitted and shall (subject to effectuation of the Settlement) release all Settled Claims as provided in the Stipulation.

13. U.S. Class Members shall be bound by all determinations and judgments in the U.S. Action, whether favorable or unfavorable, unless such persons request exclusion from the U.S. Class in a timely and proper manner, as hereinafter provided. A U.S. Class Member wishing to make such request shall mail the request in written form by first class mail postmarked no later than [sixty (60)] calendar days after the date set for the mailing of the Notice to the address designated in the Notice. Such request for exclusion shall clearly indicate the name, address and telephone number of the person seeking exclusion, that the sender requests to be excluded from the U.S. Class, and must be signed by such person. Such persons requesting exclusion are also directed to state: the date(s), price(s) and number(s) of shares of all purchases and sales of Royal Group common stock during the Class Period. The request for exclusion shall not be effective unless it provides the required information and is made within the time stated

above, or the exclusion is otherwise accepted by this Court. U.S. Class Members requesting exclusion from the U.S. Class shall not be entitled to receive any payment out of the Net Settlement Fund as described in the Stipulation and Notice.

14. All members of the U.S. Class shall be bound by all determinations and judgments in the U.S. Action concerning the Settlement, including, but not limited to, the releases provided for therein, whether favorable or unfavorable to the U.S. Class.

15. Objections to the Settlement, the Plan of Allocation, or the application by U.S. Lead Plaintiffs' Counsel for an award of attorneys' fees and reimbursement of expenses and any supporting papers should be filed with the Court within sixty (60) calendar days after the date fixed for the mailing of the Notice, and delivered to U.S. Lead Plaintiffs' Counsel and Royal Group's Counsel at the addresses identified in the Notice. Attendance at the hearing is not necessary; however, persons wishing to be heard orally in opposition to the approval of the Settlement, the Plan of Allocation, and/or the request by U.S. Lead Plaintiffs' Counsel for attorneys' fees are required to indicate in their written objection their intention to appear at the hearing. U.S. Class Members do not need to appear at the hearing or take any other action to indicate their approval.

16. Any U.S. Class Member who does not object to the Settlement and/or the Plan of Allocation, and any U.S. Class Member who does not object to U.S. Lead Plaintiffs' Counsel's application for an award of attorneys' fees and reimbursement of litigation expenses in the manner prescribed in the Notice, shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness, adequacy or reasonableness of the proposed Settlement, the Order and Final Judgment to be entered approving the Settlement, the Plan of Allocation or the application by U.S. Lead Plaintiffs' Counsel for an award of

attorneys' fees and reimbursement of expenses.

17. Pending final determination of whether the Settlement should be approved, the U.S. Lead Plaintiffs, all U.S. Class Members, and each of them, and anyone who acts or purports to act on their behalf, shall not institute, commence or prosecute any action that asserts Settled Claims against any Released Party. The foregoing shall not be interpreted to apply to proceedings in respect of the seeking of approval of the Settlement in the (Ontario) Superior Court of Justice.

18. Any member of the U.S. Class may enter an appearance in the U.S. Action, at their own expense, individually or through counsel of their own choice. If they do not enter an appearance, they will be represented by U.S. Lead Plaintiffs' Counsel.

19. All proceedings in the U.S. Action are stayed until further order of this Court, except as may be necessary to implement the Settlement or comply with the terms of the Stipulation. Pending final determination of whether the Settlement should be approved, neither the U.S. Lead Plaintiffs nor any U.S. Class Member, either directly, representatively, or in any other capacity shall commence or prosecute against any of the Released Persons any action or proceeding in any court or tribunal asserting any of the Settled Claims.

20. The passage of title and ownership of the Settlement Fund to the Escrow Agent in accordance with the terms and obligations of the Stipulation is approved. No person who is not a U.S. Class Member or U.S. Lead Plaintiffs' Counsel shall have any right to any portion of, or in the distribution of, the Settlement Fund unless otherwise ordered by the Courts or otherwise provided in the Stipulation.

21. All funds held by the Escrow Agent shall remain subject to the jurisdiction of the

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Courts until such time as such funds shall be distributed pursuant to the Stipulation, the Plan of Allocation and/or further orders of the Courts.

22. As provided in the Stipulation, U.S. Lead Plaintiffs' Counsel may pay the Claims Administrator the reasonable fees and costs associated with giving notice to the Class and the review of claims and administration of the Settlement out of the Gross Settlement Fund without further order of the Court. In the event the Settlement is not approved by the Court, or otherwise fails to become effective, neither the U.S. Lead Plaintiffs nor U.S. Lead Plaintiffs' Counsel shall have any obligation to repay to Defendants the reasonable and actual costs of class notice and administration.

23. If (a) the Settlement is terminated by Royal Group pursuant to ¶ 40 of the Stipulation; or (b) any specified condition to the Settlement set forth in the Stipulation is not satisfied and U.S. Lead Plaintiffs' Counsel, Canadian Representative Plaintiffs' Counsel or Royal Group elect to terminate the Settlement as provided in ¶ 39 of the Stipulation, then, in any such event, the terms of ¶ 41 of the Stipulation including any amendment(s) thereof, shall apply, and this Order certifying the U.S. Class and the Class Representatives for purposes of the Settlement shall be null and void, of no further force or effect, and without prejudice to any party, and may not be introduced as evidence or referred to in any actions or proceedings by any person or entity, and each party shall be restored to his, her or its respective position as it existed immediately prior to the execution of the Stipulation.

24. The Court retains jurisdiction over the U.S. Action to consider all further matters arising out of or connected with the Settlement.

Dated: New York, New York
_____, 2007

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Honorable Richard J. Holwell
UNITED STATES DISTRICT JUDGE

EXHIBIT "H"
AMENDED U.S. JUDGMENT

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In re ROYAL GROUP TECHNOLOGIES SECURITIES LITIGATION	x : : : x	Master File No. 06-Civ-0822 (RJH) <u>CLASS ACTION</u>
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ORDER AND FINAL JUDGMENT

On the _____ day of _____, 2007, a hearing having been held before this Court to determine: (1) whether the terms and conditions of the Stipulation and Settlement Agreement dated as of March 30, 2007 as amended as of August 31, 2007 (the "Stipulation") are fair, reasonable and adequate for the settlement of all claims asserted by the U.S. Class against the defendants in the Complaint now pending in this Court under the above caption (the "Action"), including the release of the Released Parties, and should be approved; (2) whether judgment should be entered dismissing the Complaint on the merits and with prejudice in favor of the defendants herein and as against all persons or entities who are members of the U.S. Class herein who have not timely and validly requested exclusion therefrom; (3) whether to approve the Plan of Allocation as a fair and reasonable method to allocate the settlement proceeds among the members of the U.S. Class; and (4) whether and in what amount to award U.S. Lead Plaintiffs' Counsel fees and reimbursement of expenses. The Court having considered all matters submitted to it at the hearing and otherwise; and it appearing that a notice of the hearing substantially in the form approved by the Court was mailed to all United States citizens and

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entities, reasonably identifiable, who purchased the common shares of Royal Group Technologies Limited ("Royal Group") during the period between February 24, 2000 and October 18, 2004, inclusive (the "U.S. Class Period"), except those persons or entities excluded from the definition of the U.S. Class, as shown by the records of Royal Group's transfer agent and the records compiled by the Claims Administrator in connection with its mailing of the Notice, at the respective addresses set forth in such records, and that a summary notice of the hearing substantially in the form approved by the Court was published pursuant to the Plan of Notice as set forth in the Affidavit of _____, and the Court having considered and determined the fairness and reasonableness of the award of attorneys' fees and expenses requested by U.S. Lead Plaintiffs' Counsel; and all capitalized terms used herein having the meanings set forth and defined in the Stipulation.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Court has jurisdiction over the subject matter of this Action, the U.S. Lead Plaintiffs, all U.S. Class Members, and Royal Group, and, for purposes of effectuating the Settlement only, over the Claims Administrator, which has attorned to the jurisdiction of this Court, and the U.S. Defendants other than Royal Group.
2. The Court finds that the prerequisites for a class action under Federal Rules of Civil Procedure 23(a) and (b)(3) have been satisfied in that: (a) the number of U.S. Class Members is so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the U.S. Class; (c) the claims of the U.S. Lead Plaintiffs are typical of the claims of the U.S. Class they seek to represent; (d) the U.S. Lead Plaintiffs have and will fairly and adequately represent the interests of the U.S. Class; (e) the questions of law and fact common to the members of the U.S. Class predominate over any questions affecting

only individual members of the U.S. Class; and (f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure and for purposes of the Settlement, this Court hereby finally certifies this action as a class action on behalf of all United States citizens and entities that purchased or otherwise acquired the common stock of Royal Group on the New York Stock Exchange or the Toronto Stock Exchange between February 24, 2000 and October 18, 2004 inclusive, other than Excluded Persons. Also excluded from the U.S. Class are the persons and/or entities who have requested exclusion from the U.S. Class by filing a timely and valid request for exclusion as listed on Exhibit 1 annexed hereto.

4. Notice of the pendency of this Action as a class action and of the proposed Settlement was given to all U.S. Class Members who could be identified with reasonable effort. The form and method of notifying the U.S. Class of the pendency of this Action as a class action and of the terms and conditions of the proposed Settlement met the requirements of Rule 23 of the Federal Rules of Civil Procedure, Section 21D(a)(7) of the Securities Exchange Act of 1934, 15 U.S.C. 78u-4(a)(7), as amended by the Private Securities Litigation Reform Act of 1995 (the "PSLRA"), Rule 23.1 of the Local Rules of the Southern and Eastern Districts of New York, due process, and any other applicable law, constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.

5. The Settlement is approved as fair, reasonable and adequate, and in the best interests of the U.S. Class. Subject to the terms and provisions of the Stipulation and the conditions therein being satisfied, the parties are directed to consummate the Settlement.

6. The Complaint is hereby dismissed in its entirety with prejudice and without costs, except as provided in the Stipulation, as against the U.S. Defendants.

7. U.S. Lead Plaintiffs and each U.S. Class Member who has not validly opted out, whether or not such U.S. Class Member executes and delivers a Proof of Claim, on behalf of themselves, their personal representatives, heirs, executors, administrators, trustees, beneficiaries, current and former plan members and contributors, successors and assigns, are hereby permanently barred and enjoined from instituting, commencing or prosecuting any and all claims, debts, demands, rights, actions, causes of action, suits, matters, issues, damages, losses or liabilities whatsoever (including, but not limited to, any claims for damages, interest, attorneys' fees, expert or consulting fees, and any other costs, expenses or liability whatsoever), whether based on United States or Canadian federal, state, provincial, local, statutory or common law or any other law, rule or regulation, whether fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, matured or unmatured, whether class or individual in nature, including both known claims and Unknown Claims, (i) that have been asserted in any of the Actions or proposed amendments to the Canadian Action against any of the Released Parties; or (ii) that could have been asserted in any forum by the Class Members or any of them against any of the Released Parties which arise out of or are based upon the allegations, transactions, facts, matters, breaches, occurrences, financial statements, statements, representations or omissions involved, set forth, or referred to in the Actions or proposed amendments to the Canadian Action (the "Settled Claims"), against any and all of the Defendants, their past or present subsidiaries, parents, principals, affiliates, general or limited partners or partnerships, successors and predecessors, heirs, assigns, officers, directors, agents, employees, attorneys, advisors, investment advisors, investment bankers, underwriters, insurers, co-insurers, re-insurers, attorneys, accountants, auditors, consultants, administrators, executors, trustees, personal

representatives, immediate family members and any person, firm, trust, partnership, corporation, officer, director or other individual or entity in which any Defendant has a controlling interest or which is related to or affiliated with any of the Defendants, and the legal representatives, heirs, executors, administrators, trustees, successors in interest or assigns of the Defendants (the "Released Parties").

8. Each U.S. Class Member who has not validly opted out has fully, finally, and forever released, relinquished, and discharged all Settled Claims against the Released Parties, and each such U.S. Class Member is bound by this judgment including, without limitation, the release of claims as set forth in the Stipulation. The Settled Claims are hereby compromised, settled, released, discharged, and dismissed as against the Released Parties on the merits and with prejudice by virtue of the proceedings herein and this Order and Final Judgment.

9. Defendants, and the successors and assigns of any of them, are hereby permanently barred and enjoined from instituting, commencing or prosecuting any and all claims, rights or causes of action or liabilities whatsoever, whether based on United States or Canadian federal, state, provincial, local, statutory or common law or any other law, rule or regulation, including both known claims and Unknown Claims, that have been or could have been asserted in the Actions or in any forum by the Defendants or any of them or the successors and assigns of any of them against any of the U.S. Lead Plaintiffs or U.S. Class Members or their attorneys, which arise out of or relate in any way to the institution or prosecution of this Action (except all claims, rights or causes of action or liabilities whatsoever related to the settlement of the Actions, including enforcement of the Settlement and any of the terms of this Stipulation or orders or judgments issued by the Courts in connection with the Settlement or confidentiality obligations with respect to settlement communications) (the "Settled Defendants' Claims"). The

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Settled Defendants' Claims of all the Released Parties are hereby compromised, settled, released, discharged, and dismissed on the merits and with prejudice by virtue of the proceedings herein and this Order and Final Judgment. In the event that any of the Released Parties asserts against the U.S. Lead Plaintiffs, any U.S. Class Member or their respective counsel, any claim that is a Settled Defendants' Claim, then U.S. Lead Plaintiffs, such U.S. Class Member or counsel shall be entitled to use and assert such factual matters included within the Settled Claims only against such Defendant in defense of such claim but not for the purposes of asserting any claim against any Released Party.

10. Pursuant to the PSLRA, the Released Parties are hereby discharged from all claims for contribution by any person or entity other than by Released Parties, whether arising under state, provincial, federal or common law, based upon, arising out of, relating to, or in connection with the Settled Claims of the U.S. Class or any U.S. Class Member. Accordingly, to the full extent provided by the PSLRA, the Court hereby bars all claims for contribution against the Released Parties by any person or entity other than the Released Parties.

11. Neither this Order and Final Judgment, the Stipulation, nor any of its terms and provisions, nor any of the negotiations or proceedings connected with it, nor any of the documents or statements referred to therein, shall be:

(a) offered or received against the Defendants as evidence of or construed as or deemed to be evidence of any presumption, concession or admission by any of the Defendants with respect to the truth of any fact alleged by any of the plaintiffs or the validity of any claim that has been or could have been asserted in this Action or in any litigation, or the deficiency of any defense that has been or could have been asserted in this Action or in any litigation, or of any liability, negligence, fault, or wrongdoing of the Defendants;

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(b) offered or received against the Defendants as evidence of a presumption, concession or admission of any fault, misrepresentation or omission with respect to any statement or written document approved or made by any Defendant;

(c) offered or received against the Defendants as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason as against any of the Defendants, in any other civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Stipulation; provided, however, that Defendants may refer to it to effectuate the liability protection granted them hereunder;

(d) construed against the Defendants as an admission or concession that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial; or

(e) construed as or received in evidence as an admission, concession or presumption against U.S. Lead Plaintiffs or any of the U.S. Class Members that any of their claims are without merit, or that any defenses asserted by the Defendants have any merit, or that damages recoverable under the Complaint would not have exceeded the Gross Settlement Fund,

12. The Plan of Allocation is approved as fair and reasonable, and Plaintiffs' Counsel and the Claims Administrator are directed to administer the Stipulation in accordance with its terms and provisions.

13. The Court finds and concludes, pursuant to Section 21D(c)(1) of the Securities Exchange Act of 1934, as amended by PSLRA, 15 U.S.C. § 78u-4(c)(1), that the U.S. Lead Plaintiffs, U.S. Lead Plaintiffs' Counsel, Defendants and counsel to the Defendants have

complied with each requirement of Rule 11(b) of the Federal Rules of Civil Procedure as to any Complaint, responsive pleading or dispositive motion.

14. U.S. Lead Plaintiffs' Counsel in this Action are hereby awarded attorneys' fees in the amount of _____% of the Gross Settlement Fund, which amounts the Court finds to be fair and reasonable. U.S. Lead Plaintiffs' Counsel are hereby awarded \$ _____ in reimbursement of expenses, which expenses shall be paid to U.S. Lead Plaintiffs' Counsel from the Gross Settlement Fund. The attorneys' fees and expenses shall be paid to U.S. Lead Plaintiffs' Counsel from the Gross Settlement Fund with interest from the date such Gross Settlement Fund was funded to the date paid at the same net rate that the Gross Settlement Fund earned. The awarded fees and expenses, and interest earned thereon, shall be paid to U.S. Lead Plaintiffs' Counsel immediately after this Judgment is executed, subject to the terms, conditions and obligations of the Stipulation, and in particular, paragraphs 11, 15 and 17 thereof, which terms and conditions are incorporated herein. The award of attorneys' fees shall be allocated among U.S. Lead Plaintiffs' Counsel in a fashion which, in the opinion of U.S. Lead Plaintiffs' Counsel, fairly compensates such counsel for their respective contributions in the prosecution and settlement of this Action.

15. The fees and expenses of plaintiff's counsel in the Canadian Action, as determined by the (Ontario) Superior Court of Justice, shall be paid from the Gross Settlement Fund.

16. In making this award of attorneys' fees and reimbursement of expenses to be paid from the Gross Settlement Fund, the Court has considered and found that:

(a) the Settlement has created a cash fund of CDN \$9,000,000 that has been earning interest since March 19, 2007;

(b) Over _____ copies of the Notice were disseminated to putative U.S. Class Members indicating that U.S. Lead Plaintiffs' Counsel were moving for attorneys' fees in the amount of up to ___ % of the Gross Settlement Fund and litigation expenses awarded by the Court, and _____ objections were filed against the terms of the proposed Settlement or the ceiling on the fees and expenses requested by U.S. Lead Plaintiffs' Counsel contained in the Notice;

(c) The action involves complex factual and legal issues and, in the absence of a settlement, would involve further lengthy proceedings with uncertain resolution of the complex factual and legal issues;

(d) Had U.S. Lead Plaintiffs' Counsel not achieved the Settlement there would remain a significant risk that U.S. Lead Plaintiffs and the Class may have recovered less or nothing from the U.S. Defendants;

(e) U.S. Lead Plaintiffs' Counsel have devoted over _____ hours, with a lodestar value of \$ _____, to achieve the Settlement;

(f) The amount of attorneys' fees awarded and expenses reimbursed from the Gross Settlement Fund are fair and reasonable and consistent with awards in similar cases; and

(g) The Court finds that the amount of fees awarded is fair and reasonable under the "percentage of recovery" method.

17. Any appeal or any challenge affecting the approval of (a) the Plan of Allocation submitted by U.S. Lead Plaintiffs' Counsel and/or (b) this Court's approval regarding any

