

(CLASS ACTION DIVISION)
SUPERIOR COURT

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

N°: 500-06-000657-136

DATE: 16 mai 2017

PRESIDING : THE HONORABLE JEAN-FRANÇOIS BUFFONI, J.S.C.

OPTION CONSOMMATEURS

Plaintiff

-and-

JEAN-CLAUDE CHARLET

Designated Member

v.

NIPPON YUSEN KABUSHIKI KAISHA ET AL.

Defendants

FONDS D'AIDE AUX ACTIONS COLLECTIVES

Mise-en-cause

JUDGMENT

- [1] **CONSIDERING** the *Demande pour l'approbation d'une transaction et des déboursés des Avocats*;
- [2] **CONSIDERING** Plaintiff's exhibits;
- [3] **CONSIDERING** the attorneys' representations;

FOR THESE REASONS, THE COURT:

[4] **GRANTS** the present *Demande pour l'approbation d'une transaction et des déboursés des Avocats*;

[5] **DECLARES** that the definitions set forth in the Settlement Agreement, Exhibit R-1, apply to and are incorporated into this Judgment and, as a consequence, shall form an integral part hereof, being understood that the definitions are binding on the Parties to the Settlement Agreement;

[6] **APPROVES** the Settlement Agreement and **DECLARES** that, subject to all of the other provisions of this Judgment, the Settlement Agreement is valid, fair, reasonable and in the best interest of the Quebec Settlement Class Members, and constitutes a transaction within the meaning of Article 2631 of the Civil Code of Quebec, binding all Parties and all members described therein;

[7] **ORDERS AND DECLARES** that upon the Effective Date, in consideration of the payment of the Settlement Amount and other valuable consideration, the Releasors forever and absolutely release and forever discharge the Releasees from the Released Claims that any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have;

[8] **DECLARES** that upon the Effective Date, the Quebec Action shall be settled, without costs and without reservation as against the Releasees who are named as Defendants in the Quebec Action, and the Parties shall sign and file a declaration of out of court settlement in the Quebec Court in respect of the Quebec Action;

[9] **DECLARES** that each member of the Quebec Settlement Class who makes a claim under the Settlement Agreement shall be deemed to irrevocably consent to the dismissal, without costs and without reservation, of his, her or its Other Actions against the Releasees;

[10] **DECLARES** that Each Other Action commenced in Quebec by a member of the Quebec Settlement Class who makes a claim under the Settlement Agreement shall be dismissed as against the Releasees, without costs and without reservation;

[11] **DECLARES** that the Quebec Plaintiff and the Settlement Class Members in the Quebec Action expressly waive and renounce the benefit of solidarity against the Non-Settling Defendants with respect to the facts, deeds or other conduct of the Releasees;

[12] **DECLARES** that the Quebec Plaintiff and the Settlement Class Members in the Quebec Action shall henceforth only be able to claim and recover damages, including punitive damages, interest and costs (including investigative costs claimed pursuant to s. 36 of the Competition Act) attributable to the conduct of the Non-Settling Defendants, the sales by the Non-Settling Defendants, and/or other applicable measure of proportionate liability of the Non-Settling Defendants;

[13] **DECLARES** that any claims in warranty or any other claim or joinder of parties to obtain any contribution or indemnity from the Releasees or relating to the Released Claims shall be inadmissible and void in the context of the Quebec Action;

[14] **DECLARES** that the ability of Non-Settling Defendants to seek discovery from the Settling Defendant shall be determined according to the provisions of the Code of Civil Procedure, and the Settling Defendant shall retain and reserve all of their rights to oppose such discovery under the Code of Civil Procedure;

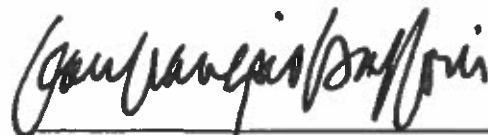
[15] **APPROVES** Class Counsel's disbursements in the amount of \$134,347.74, which amount includes all costs of disseminating the Notice of Certification and of Approval Hearings, plus taxes, such disbursements to be paid pursuant to the terms of the Settlement Agreement as it becomes effective;

[16] **ORDERS** that this Judgment is contingent upon the approval of the Settlement Agreement by the Ontario Court and the B.C. Court in the Proceedings in their jurisdictions, and that this Judgment shall have no force and effect unless and until such approval orders are made;

[17] **DECLARES** that no Releasee shall have any responsibility or liability whatsoever in relation to the administration of the Settlement Agreement;

[18] **DECLARES** that the approval of the Settlement Agreement and any reasons given by the Court in relation thereto are without prejudice to the rights and defences of the Non-Settling Defendants in connection with the ongoing proceedings and, without restricting the generality of the foregoing, may not be relied on by any person to establish jurisdiction, the criteria for authorization, the class definition or the existence or elements of the causes of action asserted in these proceedings as against the Non-Settling Defendants.

[19] **WITHOUT COSTS.**



JEAN-FRANÇOIS BUFFONI, J.S.C.