

**CANADIAN DOOR LATCHES AND CLOSURE SYSTEMS CLASS ACTIONS
NATIONAL SETTLEMENT AGREEMENT**

Made as of May 1, 2025

Between

**GAZAREK REALTY HOLDINGS LTD. and
5045320 ONTARIO LTD.**

(the “**Plaintiffs**”)

and

MAGNA INTERNATIONAL INC. AND MAGNA CLOSURES INC. (the “**Settling
Defendants**”)

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**CANADIAN DOOR LATCHES AND CLOSURE SYSTEMS CLASS ACTIONS
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RECITALS

A. WHEREAS the Proceeding was commenced by the Plaintiffs in Ontario and the Plaintiffs claim class-wide damages allegedly caused as a result of the conduct alleged therein;

B. WHEREAS the Proceeding alleges or will be amended to allege that some or all of the Releasees participated in unlawful conspiracies to rig bids for, and to raise, fix, maintain or stabilize the prices of Door Latches and Closure Systems sold in Canada and elsewhere during the Class Period, contrary to Part VI of the *Competition Act*, RSC 1985, c C-34 and the common law;

C. WHEREAS the Releasees do not admit, through the execution of this Settlement Agreement or of any document, appendix or instrument delivered pursuant to the Settlement Agreement, or otherwise, any allegation of unlawful or otherwise actionable conduct alleged in the Proceeding or the Related Action, or in any Other Actions, and otherwise deny all liability and assert that they have complete defences in respect of the merits of the Proceeding, the Related Action, and any Other Actions or otherwise;

D. WHEREAS on March 1, 2021, The Pickering Auto Mall Ltd. amalgamated with 2061222 Ontario Ltd. to form 504320 Ontario Ltd., and Sheridan Chevrolet Cadillac Ltd. amalgamated with Gazarek Realty Holdings Ltd. and Gerald A. Gazarek Holdings Ltd. to form Gazarek Realty Holdings Ltd;

E. 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 Releasees or evidence of the truth of any of the Plaintiffs' allegations against the Releasees, which allegations are expressly denied by the Settling Defendants;

F. WHEREAS despite their belief that they are not liable in respect of the claims as alleged in the Proceeding, the Related Action or any Other Actions and have good and reasonable defences in respect of jurisdiction and the merits, 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 the Releasees by the Plaintiffs and the Settlement Classes in the

Proceeding, the Related Action and any Other Actions, and to avoid further expense, inconvenience and the distraction of burdensome and protracted litigation;

G. WHEREAS the Settling Defendants do not hereby attorn to the jurisdiction of the Court or any other court or tribunal in respect of any civil, criminal or administrative process except to the extent they have previously done so in the Proceeding or as expressly provided in this Settlement Agreement with respect to the Proceeding and the Related Action;

H. WHEREAS Counsel for the Settling Defendants and Class Counsel have engaged in arm's-length settlement discussions and negotiations, resulting in this Settlement Agreement relating to Canada;

I. WHEREAS as a result of these settlement discussions and negotiations, the Settling Defendants and the Plaintiffs have entered into this Settlement Agreement, which embodies all of the terms and conditions of the settlement between the Settling Defendants and the Plaintiffs, both individually and on behalf of the Settlement Class the Plaintiffs seek to represent;

J. WHEREAS Class Counsel, on their own behalf and on behalf of the Plaintiffs and the proposed Settlement Class, have reviewed and fully understand the terms of this Settlement Agreement and, based on their analyses of the facts and law applicable to the Plaintiffs' claims, having regard to the burdens and expense associated with prosecuting the Proceeding, including the risks and uncertainties associated with trials and appeals, and having regard to the value of the Settlement Agreement, have concluded that this Settlement Agreement is fair, reasonable and in the best interests of the Plaintiffs and the proposed Settlement Class they seek to represent;

K. WHEREAS the Parties therefore wish to and hereby finally resolve on a national basis, without admission of liability, the Proceeding, the Related Action and any Other Actions as against the Releasees;

L. WHEREAS the Parties consent to certification of the Proceeding as a class proceeding and to the Settlement Classes and Common Issues in respect of the Proceeding solely for the purposes of implementing this Settlement Agreement contingent on approval by the Ontario Court as provided for in this Settlement Agreement, on the express understanding that such certification

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

M. WHEREAS the Plaintiffs assert that they are adequate class representatives for the Settlement Class they seek to represent and will seek to be appointed as representative plaintiffs in the Proceeding;

N. WHEREAS there was an opportunity to opt-out of Door Latches and Closure Systems and there were three valid and timely opt-outs; and

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 Proceeding be settled and dismissed with prejudice, all without costs as to the Plaintiffs, the Settlement Class they seek to represent, and the Settling Defendants, subject to the approval of the Ontario Court, on the following terms and conditions:

SECTION 1 – DEFINITIONS

For the purposes of this Settlement Agreement, including the recitals and schedules hereto:

(1) ***Administration Expenses*** means all fees, disbursements, expenses, costs, taxes and any other amounts actually incurred or payable by the Plaintiffs, Class Counsel or otherwise for the approval, implementation and operation of this Settlement Agreement, including the costs of notices, but excluding Class Counsel Fees and Class Counsel Disbursements.

(2) ***Automotive Vehicle*** means passenger cars, sport utility vehicles (SUVs), vans, and light trucks (up to 10,000 lbs).

(3) ***Claims Administrator*** means the firm proposed by Class Counsel and appointed by the Ontario Court to administer the Settlement Amount in accordance with the provisions of this Settlement Agreement and the Distribution Protocol, and any employees of such firm.

(4) ***Class Counsel*** means Sotos LLP.

(5) ***Class Counsel Disbursements*** include the disbursements and applicable taxes actually incurred by Class Counsel in the prosecution of the Proceeding or the Related Action, as well as any adverse costs awards issued against the Plaintiffs in the Proceeding and the Related Action.

(6) ***Class Counsel Fees*** means the fees of Class Counsel, and any applicable taxes or charges thereon, including any amounts payable as a result of the Settlement Agreement by Class Counsel or the Settlement Class Members to any other body or Person.

(7) ***Class Period*** means, in respect of Door Latches, January 1, 2004 to April 21, 2022, and in respect of Closure Systems, January 1, 2004 to January 4, 2023.

(8) ***Closure Systems*** includes devices to maintain and control access to a vehicle and to reliably open and close a vehicle's doors, lift-gates, trunks, hoods and door windows in order to protect the vehicle and its occupants. Closure systems encompass various components such as latches, strikers, window systems (including window regulators) and door modules. Latches and strikers are used to secure automotive side and sliding doors, tailgates and trunks. Latches are technologically advanced complex products, whereas strikers are simpler commodity products. Window regulators are manual or electronic window lift assemblies for front and rear door applications in vehicles to automatically raise or lower windows. Depending on the customer's preferences, window regulators may be integrated into door modules or procured on a stand-alone basis. A door module is an assembly of components that operate the door's electronic and mechanical functionalities. It consists of a rubber-sealed carrier, onto which a variety of door components such as the window lift mechanism, the wing mirror electric motor, the wiring, the loud speaker, the door latch inner release cable, a latch and various switches are fitted, forming a "cassette".

(9) ***Common Issue*** means: Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Door Latches and Closure Systems in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?

(10) ***Counsel for the Settling Defendants*** means Davies Ward Phillips & Vineberg LLP.

(11) ***Court*** means the Ontario Court.

(12) ***Date of Execution*** means the date on the cover page as of which the Parties have executed this Settlement Agreement.

(13) ***Defendants*** means, in respect of the Proceeding or the Related Action, the Persons named as defendants in the Proceeding or the Related Action, as applicable, as set out in Schedule A. For greater certainty, Defendants includes the Settling Defendants and the Settled Defendants.

(14) ***Distribution Protocol*** means the plan for distributing the Settlement Amount and accrued interest, in whole or in part, as approved by the Ontario Court.

(15) ***Door Latches*** includes side-door latches and latch minimodules (also known as minimodule latches). Side-door latches secure an automotive door to a vehicle body and may be locked to prevent unauthorized access to a vehicle. Latch minimodules include the side-door latches and all of the related mechanical operating components, including the electric lock function.

(16) ***Effective Date*** means the date when Final Orders have been received from the Ontario Court approving this Settlement Agreement.

(17) ***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, and those Persons who validly and timely opted out of the Proceeding or the Related Action in accordance with the order of the Ontario Court.

(18) ***Final Order*** means a final order, judgment or equivalent decree entered by the Ontario Court approving this Settlement Agreement in accordance with its terms, once the time to appeal such order has expired without any appeal being taken, if an appeal lies, or if the order is appealed, once there has been affirmation of the order upon a final disposition of all appeals.

(19) ***Other Actions*** means actions or proceedings, excluding the Proceeding and the Related Action, relating to Released Claims commenced by a Settlement Class Member either before or after the Effective Date.

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

(21) ***Party and Parties*** means the Settling Defendants, the Plaintiffs, and, where necessary, the Settlement Class Members.

(22) ***Person*** means an individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, trustee, executor, beneficiary, unincorporated association, government or any political subdivision or agency thereof, and any other business or legal entity and their heirs, predecessors, successors, representatives, or assignees.

(23) ***Plaintiffs*** means, in respect of the Proceeding or the Related Action, the entities named as plaintiffs as set out in Schedule A.

(24) ***Proceeding*** means the proceeding as defined in Schedule A.

(25) ***Purchase Price*** means the total sale price paid by Settlement Class Members for Door Latches and Closure Systems purchased during the Class Period, less any rebates, delivery, or shipping charges, taxes, and any other form of discounts.

(26) ***Related Action*** means the Related Action, as defined in Schedule A and includes any action subsequently consolidated into the Related Action.

(27) ***Released Claims*** means any and all manner of claims (including claims for any and all losses, disgorgements, injunctive relief, declaratory relief, contribution, indemnification or any other type of legal or equitable relief), demands, actions, suits, causes of action, whether class, individual or otherwise in nature, whether personal or subrogated, damages of any kind (including compensatory, punitive or other 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 and Class Counsel Disbursements), known or unknown, suspected or unsuspected, actual or contingent, liquidated or unliquidated, in law, under statute or in equity, that any of the Releasors ever had, now has or hereafter can, shall or may have, arising out of or relating in any way to the purchase, sale, pricing, discounting, manufacturing, marketing, offering, or distributing of Door Latches or Closure Systems, whether purchased directly or indirectly, including as part of an Automotive Vehicle, including any claims for consequential, subsequent or follow-on harm that arises after the date

hereof in respect of any agreement, combination, conspiracy or conduct that occurred during the Class Period. However, the Released Claims do not include: (i) claims based on negligence, personal injury, breach of contract, bailment, failure to deliver lost goods, damaged or delayed goods, product defect, breach of warranty, securities or similar claims between the Parties that relate to Door Latches or Closure Systems (unless such claims allege anticompetitive conduct or anticompetitive communications among competitors); (ii) claims brought (whether before or after the Effective Date) outside of Canada relating to purchases of Door Latches or Closure Systems outside of Canada; (iii) claims brought (whether before or after the Effective Date) under laws other than those of Canada relating to purchases of Door Latches or Closure Systems outside of Canada; or (iv) claims concerning any automotive part other than Door Latches or Closure Systems, where such claims do not concern Door Latches or Closure Systems.

(28) **Releasees** means, jointly and severally, individually and collectively, the Settling Defendants and all of their present and former direct and indirect parents, owners, subsidiaries, divisions, affiliates, associates (as defined in the *Canada Business Corporations Act*, RSC 1985, c C-44), partners, joint ventures, franchisees, dealers, insurers, and all other Persons, partnerships or corporations with whom any of the former have been, or are now, affiliated, and all of their respective past, present and future officers, directors, employees, agents, mandataries, shareholders, attorneys, trustees, servants and representatives, members, managers and the predecessors, successors, purchasers, heirs, executors, administrators and assigns of each of the foregoing.

(29) **Releasors** means, jointly and severally, individually and collectively, the Plaintiffs and the Settlement Class Members, on behalf of themselves and any Person or entity claiming by or through them as a parent, subsidiary, affiliate, predecessor, successor, shareholder, partner, director, owner of any kind, agent, principal, employee, contractor, attorney, heir, beneficiary, executor, administrator, insurer, devisee, assignee, or representative of any kind, other than Persons who have validly and timely opted out of the Proceeding or the Related Action in accordance with the orders of the Ontario Court.

(30) **Settled Defendants** means, in respect of the Proceeding or the Related Action, any Defendant (excluding the Settling Defendants) that executes its own settlement agreement with the Plaintiffs in the Proceeding or the Related Action, and whose settlement agreement becomes

effective in accordance with its terms, whether or not such settlement agreement is in existence at the Date of Execution.

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

(32) ***Settlement Amount*** means USD\$100,000.00.

(33) ***Settlement Class*** means all Persons in Canada who, during the Class Period, purchased Door Latches or Closure Systems; or who purchased and/or leased a new Automotive Vehicle containing Door Latches or Closure Systems. Excluded Persons are excluded from the Settlement Class.

(34) ***Settlement Class Member*** means a member of a Settlement Class.

(35) ***Settling Defendants*** means Magna International Inc. and Magna Closures.

(36) ***Trust Account*** means a guaranteed investment vehicle, liquid money market account or equivalent security with a rating equivalent to or better than that of a Canadian Schedule I bank (a bank listed in Schedule I of the *Bank Act*, SC 1991, c 46) held at a Canadian financial institution under the control of Class Counsel or the Claims Administrator, once appointed, for the benefit of the Settlement Class Members or the Settling Defendants, as provided for in this Settlement Agreement.

SECTION 2– SETTLEMENT APPROVAL

2.1 Best Efforts

(1) The Parties shall use their best efforts to implement this Settlement Agreement and to secure the prompt, complete and final dismissal with prejudice of the Proceeding as against the Settling Defendants.

2.2 Motions Seeking Approval of Notice and Certification

(1) The Plaintiffs shall file motions before the Ontario Court, as soon as practicable after the Date of Execution, for orders approving the notices described in Section 8.1(1) and orders certifying the Proceeding as a class proceeding as against the Settling Defendants (for settlement purposes only).

(2) The order approving the notices described in Section 8.1(1) and certifying the Proceeding for settlement purposes shall be substantially in the form attached as Schedule C.

2.3 Motions Seeking Approval of the Settlement Agreement

(1) The Plaintiffs shall make best efforts to file motions before the Ontario Court for orders approving this Settlement Agreement as soon as practicable after:

- (a) the orders referred to in Section 2.2(1) have been granted; and
- (b) the notices described in Section 8.1(1) have been published.

(2) The orders approving this Settlement Agreement shall be substantially in the form attached as Schedule C.

2.4 Pre-Motion Confidentiality

(1) Until the motion required by Section 2.2(1) is brought, the Parties shall keep all of the terms of the Settlement Agreement confidential and shall not disclose them without the prior consent of Counsel for the Settling Defendants and Class Counsel, as the case may be, except as required for the purposes of financial reporting, the preparation of financial records (including tax returns and financial statements), as necessary to give effect to its terms, or as otherwise required by applicable securities disclosure requirements and/or by law.

(2) Upon the Date of Execution, Class Counsel may provide a copy of this Settlement Agreement to the Courts.

2.5 Settlement Agreement Effective

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

SECTION 3– SETTLEMENT BENEFITS

3.1 Payment of Settlement Amount

(1) Within sixty (60) days of the Date of Execution, the Settling Defendants shall pay the Settlement Amount to Class Counsel, for deposit into the Trust Account.

(2) Payment of the Settlement Amount shall be made by wire transfer. At least twenty (20) days prior to the Settlement Amount becoming due, Class Counsel will provide, in writing, the following information necessary to complete the wire transfer: name of bank, address of bank, ABA number, SWIFT number, name of beneficiary, beneficiary's bank account number, beneficiary's address, and bank contact details.

(3) The Settlement Amount and other consideration to be provided in accordance with the terms of this Settlement Agreement shall be provided in full satisfaction of the Released Claims against the Releasees.

(4) The Settlement Amount shall be all-inclusive of all amounts, including interest, costs, Administration Expenses, Class Counsel Fees and Class Counsel Disbursements.

(5) The Releasees shall have no obligation to pay any amount in addition to the Settlement Amount, for any reason, pursuant to or in furtherance of this Settlement Agreement, the Proceeding, the Related Action, or any Other Actions.

(6) Once a Claims Administrator has been appointed, Class Counsel shall transfer control of the related portion of the Trust Account to the Claims Administrator.

(7) Class Counsel and the Claims Administrator shall maintain the Trust Account as provided for in this Settlement Agreement.

(8) Class Counsel and the Claims Administrator shall not pay out all or any part of the monies in the Trust Account, except in accordance with this Settlement Agreement, or in accordance with an order of the Ontario Court obtained after notice to the Parties.

3.2 Taxes and Interest

(1) Except as hereinafter provided, all interest earned on the Settlement Amount in the Trust Account shall accrue to the benefit of the Settlement Classes and shall become and remain part of the Trust Account.

(2) Subject to Section 3.2(3), all taxes payable on any interest which accrues on the Settlement Amount in the Trust Account shall be paid from the Trust Account. Class Counsel or the Claims Administrator, as appropriate, shall be solely responsible to fulfill all tax reporting and payment

requirements arising from interest on the Settlement Amount in the Trust Account, including any obligation to make tax payments. All taxes (including interest and penalties) due with respect to the interest earned by the Settlement Amount shall be paid from the Trust Account.

(3) The Settling Defendants shall have no responsibility to make any filings relating to the Trust Account and will have no responsibility to pay tax on any interest earned on the Settlement Amount or pay any taxes on the monies in the Trust Account, unless this Settlement Agreement is not approved, is terminated, or otherwise fails to take effect for any reason, in which case the interest earned on the Settlement Amount in the Trust Account or otherwise shall be paid to the Settling Defendants who, in such case, shall be responsible for the payment of all taxes on such interest not previously paid by Class Counsel or the Claims Administrator.

SECTION 4 – TERMINATION OF SETTLEMENT AGREEMENT

4.1 Right of Termination

(1) In the event that:

- (a) the Ontario Court declines to certify the Proceeding for the purposes of the Settlement Agreement;
- (b) the Ontario Court declines to dismiss the Proceeding as against the Settling Defendants;
- (c) the Ontario Court declines to approve this Settlement Agreement or any material part, or approves this Settlement Agreement in a materially modified form;
- (d) the Ontario Court issues a settlement approval order that is materially inconsistent with the terms of the Settlement Agreement or not substantially in the form attached to this Settlement Agreement as Schedule C; or
- (e) any order approving this Settlement Agreement made by the Ontario Court does not become a Final Order;

the Plaintiffs and the Settling Defendants shall each have the right to terminate this Settlement Agreement by delivering a written notice pursuant to Section 12.17, within thirty (30) days following an event described above.

(2) In addition, if the Settlement Amount is not paid in accordance with Section 3.1(1), the Plaintiffs shall have the right to terminate this Settlement Agreement by delivering a written notice pursuant to Section 12.17 or move before the Ontario Court to enforce the terms of this Settlement Agreement.

(3) Except as provided for in Section 4.4, if the Settlement Agreement is not approved, is terminated, or otherwise fails to take effect for any reason, the Settlement Agreement shall be null and void and have no further force or effect, and shall not be binding on the Parties, and shall not be used as evidence or otherwise in any litigation or in any other way for any reason.

(4) Any order, ruling or determination made or rejected by the Ontario Court with respect to:

- (a) Class Counsel Fees or Class Counsel Disbursements; or
- (b) the Distribution Protocol

shall not be deemed to be a material modification of all, or a part, of this Settlement Agreement and shall not provide any basis for the termination of this Settlement Agreement.

4.2 If Settlement Agreement is Terminated

(1) If this Settlement Agreement is not approved, is terminated in accordance with its terms or otherwise fails to take effect for any reason:

- (a) no motion to certify the Proceeding as a class proceeding on the basis of this Settlement Agreement, or to approve this Settlement Agreement, which has not been decided, shall proceed;
- (b) the Parties will cooperate in seeking to have any issued order certifying the Proceeding as a class proceeding on the basis of the Settlement Agreement or approving this Settlement Agreement set aside and declared null and void and of no force or effect, and any Person shall be estopped from asserting otherwise;
- (c) any prior certification of the Proceeding as a class proceeding on the basis of this Settlement Agreement, including the definitions of the Settlement Classes and the Common Issues pursuant to this Settlement Agreement, shall be without prejudice

to any position that any of the Parties or Releasees may later take on any issue in the Proceeding, the Related Action, or any Other Actions or other litigation; and

- (d) within ten (10) days of such termination having occurred, Class Counsel shall make reasonable efforts to destroy all documents or other materials provided by the Settling Defendants and/or Counsel for the Settling Defendants under this Settlement Agreement or containing or reflecting information derived from such documents or other materials received from the Settling Defendants and/or Counsel for the Settling Defendants and, to the extent Class Counsel has disclosed any documents or information provided by the Settling Defendants and/or Counsel for the Settling Defendants to any other Person, shall make reasonable efforts to recover and destroy such documents or information. Class Counsel shall provide Counsel for the Settling Defendants with a written certification by Class Counsel of such destruction. Nothing contained in this Section 4.2 shall be construed to require Class Counsel to destroy any of their work product. However, any documents or information provided by the Settling Defendants and/or Counsel for the Settling Defendants, or received from the Settling Defendants and/or Counsel for 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 relevant 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 derived from such documents or information.

4.3 Allocation of Settlement Amount Following Termination

- (1) If the Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason, Class Counsel shall, within thirty (30) days of the written notice pursuant to Section 4.1(1), return to the Settling Defendants the amount they have paid to Class Counsel, plus all accrued interest thereon, but less the Settling Defendants' proportional share of the costs of notices required by Section 8.1(1) and any translations required by Section 12.11.

4.4 Survival of Provisions After Termination

(1) If this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason, the provisions of Sections 3.1(7), 3.2(3), 4.1(2), 4.2, 4.3, 4.4, 6.1, 6.2, 8.1(2) and 9.2(4), and the definitions and Schedules applicable thereto shall survive the termination and continue in full force and effect. The definitions and Schedules shall survive only for the limited purpose of the interpretation of Sections 3.1(7), 3.2(3), 4.1(2), 4.2, 4.3, 4.4, 6.1, 6.2, 8.1(2) and 9.2(4) within the meaning of this Settlement Agreement, but for no other purposes. All other provisions of this Settlement Agreement and all other obligations pursuant to this Settlement Agreement shall cease immediately.

SECTION 5 – RELEASES AND DISMISSALS

5.1 Release of Releasees

(1) Upon the Effective Date, subject to Section 5.3, and in consideration of payment of the Settlement Amount and for other valuable consideration set forth in the Settlement Agreement, the Releasers forever and absolutely release and forever discharge the Releasees from the Released Claims that any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have.

(2) The Plaintiffs and Settlement Class Members acknowledge that they may hereafter discover facts in addition to, or different from, those facts which they know or believe to be true regarding the subject matter of the Settlement Agreement, and it is their intention to release fully, finally and forever all Released Claims and, in furtherance of such intention, this release shall be and remain in effect notwithstanding the discovery or existence of additional or different facts.

(3) Notwithstanding any of the foregoing, the releases granted pursuant to this Section 5.1 shall be deemed partial for the purposes of article 1687 and following of the Civil Code of Quebec, shall inure only to the benefit of the Releasees and shall not preclude, foreclose or otherwise limit the rights of Settlement Class Members who are residents of Quebec against unnamed alleged co-conspirators that are not Releasees.

5.2 Covenant Not to Sue

(1) Upon the Effective Date, and notwithstanding Section 5.1, for any Settlement Class Members resident in any province or territory where the release of one tortfeasor is a release of all

other tortfeasors, the Releasors do not release the Releasees but instead the Releasors covenant and undertake not to make any claim in any way or to threaten, commence, participate in or continue any proceeding in any jurisdiction against the Releasees in respect of or in relation to the Released Claims. For greater certainty, Section 5.1(3) continues to apply to residents of Quebec.

5.3 No Further Claims

(1) Upon the Effective Date, each Releasor shall not now or hereafter institute, continue, maintain, intervene in 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 proceeding, cause of action, claim or demand against any Releasee, or any other Person who may claim contribution or indemnity, or other claims over relief, from any Releasee, whether pursuant to the *Negligence Act*, RSO 1990, c N 1 or other legislation or at common law or equity in respect of any Released Claim. For greater certainty and without limiting the generality of the foregoing, the Releasors shall not assert or pursue a Released Claim, against any Releasee under the laws of any foreign jurisdiction.

5.4 Dismissal of the Proceeding

(1) Upon the Effective Date, the Proceeding shall be dismissed with prejudice and without costs.

5.5 Dismissal of Other Actions

(1) Upon the Effective Date, each member of the Settlement Classes shall be deemed to irrevocably consent to the dismissal, without costs, with prejudice and without reservation, of his, her or its Other Actions against the Releasees, to the extent such Other Actions relate to Door Latches or Closure Systems.

(2) Upon the Effective Date, all Other Actions commenced by any Settlement Class Member, to the extent such Other Actions relate to Door Latches or Closure Systems, shall be dismissed as against the Releasees, without costs, with prejudice and without reservation.

(3) Upon the Effective Date, Settlement Class Members who are residents of Quebec, with the exception of those deemed excluded under Article 580(2) of the *Code of Civil Procedure*, who make a claim under this Settlement Agreement shall be deemed to irrevocably consent to the

dismissal, without costs and without reservation, of his, her or its Other Actions against the Releasees, to the extent such Other Actions relate to the Released Claims.

5.6 Material Term

(1) The releases, covenants, dismissals, and granting of consent contemplated in this Section shall be considered a material term of the Settlement Agreement and the failure of the Ontario Court to approve the releases, covenants, dismissals, and granting of consent contemplated herein shall give rise to a right of termination pursuant to Section 4.1 of the Settlement Agreement.

SECTION 6 – EFFECT OF SETTLEMENT

6.1 No Admission of Liability

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

6.2 Agreement Not Evidence

(1) The Parties agree that, whether or not it is finally approved, is terminated, or otherwise fails to take effect for any reason, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be 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, to defend against the assertion of Released Claims, as necessary in any insurance-related proceeding, or as otherwise required by law.

6.3 No Further Litigation

(1) No Class Counsel, nor anyone currently or hereafter employed by 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 against the Settling Defendants which relates to or arises from the Released Claims. Moreover, Class Counsel or anyone currently or hereafter employed by or a partner with Class Counsel may not divulge to anyone for any purpose any information obtained in the course of the Proceeding or the Related Action or the negotiation and preparation of this Settlement Agreement, except to the extent such information was, is or becomes otherwise publicly available or unless ordered to do so by a court.

SECTION 7– CERTIFICATION FOR SETTLEMENT PURPOSES ONLY

(1) The Parties agree that the Proceeding shall be certified as a class proceeding as against the Settling Defendants solely for purposes of settlement of the Proceeding and the approval of this Settlement Agreement by the Ontario Court.

(2) The Plaintiffs agree that, in the motions for certification of the Proceeding as a class proceeding for settlement purposes and for the approval of this Settlement Agreement, the only common issues that they will seek to define are the Common Issues and the only class that they will assert is the Settlement Class.

SECTION 8 – NOTICE TO SETTLEMENT CLASS

8.1 Notices Required

(1) The proposed Settlement Class shall be given a single notice of: (i) the certification of the Proceeding as a class proceeding as against the Settling Defendants for settlement purposes; (ii) the hearing at which the Ontario Court will be asked to approve the Settlement Agreement; and (iii) if they are brought with the hearings to approve the Settlement Agreement, the hearings to approve Class Counsel Fees and Class Counsel Disbursements.

(2) If this Settlement Agreement is not approved, is terminated, or otherwise fails to take effect, the proposed Settlement Class shall be given notice of such event.

8.2 Form and Distribution of Notices

- (1) The notices shall be in a form agreed upon by the Parties and approved by the Ontario Court or, if the Parties cannot agree on the form of the notices, the notices shall be in a form ordered by the Ontario Court.
- (2) The notices shall be disseminated by a method agreed upon by the Parties and approved by the Ontario Court or, if the Parties cannot agree on a method for disseminating the notices, the notices shall be disseminated by a method ordered by the Ontario Court.

SECTION 9 – ADMINISTRATION AND IMPLEMENTATION

9.1 Mechanics of Administration

- (1) Except to the extent provided for in this Settlement Agreement, the mechanics of the implementation and administration of this Settlement Agreement shall be determined by the Ontario Court on motions brought by Class Counsel.

9.2 Information and Assistance

- (1) The Settling Defendants will make best efforts to provide to Class Counsel a list of the names and addresses (including any relevant email addresses) of Persons in Canada who purchased Door Latches or Closure Systems for installation into Automotive Vehicles from the Settling Defendants during the Class Period and the aggregate Purchase Price paid by each such Person for such purchases, to the extent such information is reasonably available and to the extent not previously provided. The information shall be delivered in Microsoft Excel format, or such other format as may be agreed upon by Counsel for the Settling Defendants and Class Counsel.
- (2) The name and address information required by Section 9.2(1) shall be delivered to Class Counsel within thirty (30) days of the Date of Execution, but no later than ten (10) days after the orders required by Section 2.2(1) have been obtained, or at a time mutually agreed upon by the Parties. The Purchase Price information required by Section 9.2(1) shall be delivered to Class Counsel within thirty (30) days of final Court approval of the Settlement.
- (3) Class Counsel may use the information provided under Section 9.2(1):
 - (a) to facilitate the dissemination of the notices required in Section 8.1;

- (b) to facilitate the claims administration process with respect to this Settlement Agreement and any other settlement agreement(s).
- (4) Class Counsel may disclose all information provided by the Settling Defendants pursuant to Section 9.2(1) to any Court-appointed notice provider and/or the Claims Administrator, to the extent reasonably necessary for the purposes enumerated in Section 9.2(3). If this Settlement Agreement is not approved, is terminated, or otherwise fails to take effect for any reason, all information provided by the Settling Defendants pursuant to Section 9.2(1) shall be dealt with in accordance with Section 4.2(1)(d) and no record of the information so provided shall be retained by Class Counsel, any Court-appointed notice-provider and/or the Claims Administrator in any form whatsoever.
- (5) The Settling Defendants will make themselves reasonably available to respond to questions respecting the information provided pursuant to Section 9.2(1) from Class Counsel or any Court-appointed notice provider and/or the Claims Administrator. The Settling Defendants' obligations to make themselves reasonably available to respond to questions as particularized in this Section shall not be affected by the release provisions contained in Section 5 of this Settlement Agreement. Unless this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason, the Settling Defendants' obligations to cooperate pursuant to this Section 9.2 shall cease when all settlement funds or court awards have been distributed.
- (6) The Settling Defendants shall bear no liability with respect to the completeness or accuracy of the information provided pursuant to this Section 9.2.

SECTION 10 – DISTRIBUTION OF THE SETTLEMENT AMOUNT AND ACCRUED INTEREST

10.1 Distribution Protocol

- (1) At a time wholly within the discretion of Class Counsel, but on notice to the Settling Defendants, Class Counsel will bring motions seeking orders from the Ontario Court approving the Distribution Protocol. The motions can be brought before the Effective Date, but the orders approving the Distribution Protocol shall be conditional on the Effective Date occurring.
- (2) The Distribution Protocol shall require Settlement Class Members seeking compensation to give credit for any compensation received through other proceedings or in private out-of-class

settlements, unless by such proceedings or private out-of-class settlements the Settlement Class Member's claim was released in its entirety, in which case the Settlement Class Member shall be deemed ineligible for any further compensation.

(3) In addition, the Distribution Protocol shall treat residents of Quebec in the equivalent manner to residents elsewhere in Canada and must comply with the requirements of Quebec law, including in respect of remittances to the Fonds d'Aide aux actions collectives and in case of any remaining balance to be allocated *cy près* to one or more recipients to be approved by the Ontario Court, *The Act Respecting the Fonds d'aide aux actions collectives*, CQLR c F-3.2.0.1.1 will apply to the portion of any remaining balance, if any, attributable to Settlement Class Members who are residents of Quebec.

(4) The notice advising Settlement Class Members of the hearing to approve the Distribution Protocol must provide that Quebec residents wishing to object to the Distribution Protocol will be permitted to present submissions on the Distribution Protocol before the competent Court(s) and inform them of the procedure to do so.

10.2 No Responsibility for Administration or Fees

(1) Except as otherwise provided for in this Settlement Agreement, the Settling Defendants shall not have any responsibility, financial obligations or liability whatsoever with respect to the administration of the Settlement Agreement or the investment, distribution or administration of monies in the Trust Account including, but not limited to Administration Expenses.

SECTION 11 – CLASS COUNSEL FEES, DISBURSEMENTS AND ADMINISTRATION EXPENSES

11.1 Responsibility for Fees, Disbursements and Taxes

(1) The Settling Defendants shall not be liable for any Class Counsel Fees, Class Counsel Disbursements, or taxes of any of the lawyers, experts, advisors, agents, or representatives retained by Class Counsel, the Plaintiffs or the Settlement Class Members, or any lien of any Person on any payment to any Settlement Class Member from the Settlement Amount.

11.2 Responsibility for Costs of Notices and Translation

(1) Class Counsel shall pay the costs of the notices required by Section 8 and any costs of translation required by Section 12.11 from the Trust Account, as they become due. Subject to Section 4.3, the Releasees shall not have any responsibility for the costs of the notices or translation.

11.3 Court Approval for Class Counsel Fees and Disbursements

(1) Class Counsel may seek the Court's approval to pay Class Counsel Disbursements and Class Counsel Fees contemporaneous with seeking approval of this Settlement Agreement. Class Counsel Disbursements and Class Counsel Fees shall be reimbursed and paid solely out of the Trust Account after the Effective Date. Except as provided herein, Administration Expenses may only be paid out of the Trust Account after the Effective Date. No other Class Counsel Disbursements or Class Counsel Fees shall be paid from the Trust Account prior to the Effective Date.

SECTION 12 – MISCELLANEOUS

12.1 Motions for Directions

(1) Class Counsel or the Settling Defendants may apply to the Ontario Court as may be required for directions in respect of the interpretation, implementation and administration of this Settlement Agreement.

(2) All motions contemplated by this Settlement Agreement shall be on notice to the Parties, except for those motions concerned solely with the implementation and administration of the Distribution Protocol.

12.2 Headings, etc.

(1) 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

- (1) In the computation of time in this Settlement Agreement, except where a contrary intention appears,

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

12.4 Ongoing Jurisdiction

- (1) The Ontario Court shall exercise jurisdiction with respect to implementation, administration, interpretation and enforcement of the terms of this Settlement Agreement, and the Plaintiffs, Settlement Class Members and Settling Defendants attorn to the jurisdiction of the Ontario Court for such purposes.

12.5 Governing Law

- (1) This Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

12.6 Entire Agreement

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

representations with respect to the subject matter of this Settlement Agreement, unless expressly incorporated herein.

12.7 Amendments

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

12.8 Binding Effect

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

12.9 Counterparts

(1) This Settlement Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and a facsimile or electronic signature shall be deemed an original signature for purposes of executing this Settlement Agreement.

12.10 Negotiated Agreement

(1) This Settlement Agreement has been the subject of negotiations and discussions among the undersigned, each of which has been represented and advised by competent counsel, so that any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement shall have no force and effect. The Parties further agree that the language contained in or not contained in previous drafts of this Settlement Agreement, or any agreement in principle, shall have no bearing upon the proper interpretation of this Settlement Agreement.

12.11 Language

(1) The Parties acknowledge that they have required and consented that this Settlement Agreement and all related documents be prepared in English; les parties reconnaissent avoir exigé

que la présente convention et tous les documents connexes soient rédigés en anglais. Nevertheless, if required to by the Court, Class Counsel and/or a translation firm selected by Class Counsel shall prepare a French translation of the Settlement Agreement, the cost of which shall be paid from the Settlement Amount. In the event of any dispute as to the interpretation or application of this Settlement Agreement, only the English version shall govern.

12.12 Transaction

(1) 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 any errors of fact, of law and/or of calculation.

12.13 Recitals

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

12.14 Schedules

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

12.15 Acknowledgements

(1) Each of the Parties hereby affirms and acknowledges that:

- (a) the Party, 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 the Party or the Party's representative by the Party's counsel;
- (c) the Party, 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, beyond the terms

of the Settlement Agreement, with respect to the first Party's decision to execute this Settlement Agreement.

12.16 Authorized Signatures

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

12.17 Notice

(1) Where this Settlement Agreement requires a Party to provide notice or any other communication or document to another Party, 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 the Plaintiffs and for Class Counsel in the Proceeding and Related Action:

David Sterns and Jean-Marc Leclerc
SOTOS LLP
Barristers and Solicitors
55 University Avenue, Suite 600
Toronto, ON M5J 2H7
Tel: 416.977.0007
Fax: 416.977.0717
Email: dsterns@sotos.ca
jleclerc@sotos.ca

For the Settling Defendants:

Sandra Forbes/Maureen Littlejohn
DAVIES WARD PHILLIPS & VINEBERG LLP
155 Wellington Street West
40th Floor
Toronto ON M5V 3J7
Tel: 416.863.0900
Email: mlittlejohn@dwpv.com

12.18 Date of Execution

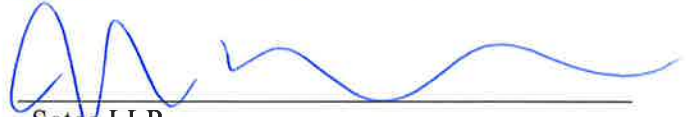
(1) The Parties have executed this Settlement Agreement as of the date on the cover page.

GAZAREK REALTY HOLDINGS LTD. and 5045320 ONTARIO LTD., on their own behalf and on behalf of the Settlement Class that they propose to represent, by their counsel

Name of Authorized Signatory:

Jean-Marc Leclerc

Signature of Authorized Signatory:



Sotos LLP
Class Counsel

MAGNA INTERNATIONAL INC. and MAGNA CLOSURES INC., by their counsel

Name of Authorized Signatory:

Maureen Littlejohn

Signature of Authorized Signatory:


Davies Ward Phillips & Vineberg LLP
Counsel for the Settling Defendants

SCHEDULE “A”

| Court and File No. | Part | Plaintiff(s)' Counsel | Plaintiff(s) | Defendants | Settlement Class | Common Issues | Class Period |
|--|---------------------------------|-----------------------|---|--|---|---|--|
| Proceeding | | | | | | | |
| Ontario Superior Court of Justice Court File No. CV-17-587725-00CP | Door Latches | Sotos LLP | Gazarek Realty Holdings Ltd. (successor to Sheridan Chevrolet Cadillac Ltd.) and 5045320 Ontario Ltd. (successor to The Pickering Auto Mall Ltd.) | Kiekert AG, Kiekert USA Inc., Aisin Seiki Co., Ltd., Aisin Holdings of America, Inc., Aisin World Corp. of America, Aisin MFG. Illinois, LLC, Aisin Canada Inc., Magna International Inc. and Magna Closures | All Persons in Canada who, during the Class Period, (a) purchased, directly or indirectly, Door Latches or Closure Systems; and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing Door Latches or Closure Systems; and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing Door Latches or Closure Systems. Excluded Persons are excluded from the Ontario Settlement Class. | Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Door Latches or Closure Systems in Canada and/or elsewhere during the Class Period? | Door Latches – January 1, 2004 to April 21, 2022 & Closure Systems – January 1, 2004 to January 4, 2023. |
| Related Action | | | | | | | |
| Ontario Superior Court of Justice Court File No. CV-20-00651139-00CP | Door Latches or Closure Systems | Sotos LLP | Gazarek Realty Holdings Ltd. (successor to Sheridan Chevrolet Cadillac Ltd.) and 5045320 Ontario | Brose Schießsysteme GmbH & Co. Kommanditgesellschaft and Brose North America | All Persons in Canada who, during the Class Period, (a) purchased, directly or indirectly, Door Latches or Closure Systems; and/or (b) purchased or leased, directly or indirectly, a new Automotive Vehicle containing Door Latches or Closure Systems and/or (c) purchased for import into | Did the Settling Defendants conspire to fix, raise, maintain, or stabilize the prices of Door Latches or Closure Systems in Canada and/or elsewhere during the Class Period? If so, what damages, if any did Settlement Class Members suffer? | Door Latches – January 1, 2004 to April 21, 2022 & Closure Systems – January 1, 2004 to January 4, 2023. |

| Court and File No. | Part | Plaintiff(s)' Counsel | Plaintiff(s) | Defendants | Settlement Class | Common Issues | Class Period |
|--------------------|------|-----------------------|--|------------|---|---------------|--------------|
| | | | Ltd. (successor to The Pickering Auto Mall Ltd. | | Canada, a new or used Automotive Vehicle containing Door Latches or Closure Systems. Excluded Persons are excluded from the Settlement Class. | | |

SCHEDULE “B”

Court File No. CV-17-587725-00CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE) , THE DAY
JUSTICE GLUSTEIN) OF , 2025

BETWEEN:

**SHERIDAN CHEVROLET CADILLAC LTD. and
THE PICKERING AUTO MALL LTD.**

Plaintiffs

- and -

MAGNA INTERNATIONAL INC. AND MAGNA CLOSURES

Defendants

Proceeding under the *Class Proceedings Act*, 1992, S.O. 1992, c. 6

ORDER

**- DOOR LATCHES AND CLOSURE SYSTEMS -
- Magna Notice Approval and Consent Certification -**

THIS MOTION made by the Plaintiffs for an Order approving the abbreviated, publication, and long-form notices of settlement approval hearings and the method of dissemination of said notices, and certifying this proceeding (the “Proceeding”) as a class proceeding for settlement purposes as against Magna International Inc. and Magna Closures Inc. (the “Settling Defendants”) was heard this day at Osgoode Hall, 130 Queen Street West, Toronto, Ontario.

ON READING the materials filed, including the settlement agreement dated ●, 2025, attached to this Order as Schedule “A” (the “Settlement Agreement”), and on reading the submissions of counsel for the Plaintiffs and Counsel for the Settling Defendants;;

AND WHEREAS a parallel class proceeding relating to the pricing of Door Latches and Closure Systems was commenced under Court File No. CV-20-00651139-00CP (the “Related Action”) and is being case managed with this proceeding;

AND ON BEING ADVISED that the Settlement Class Members were permitted an opportunity to opt out of the Proceeding, the deadline to opt out of the Proceeding has passed, and three Persons validly and timely exercised the right to opt out;

AND ON BEING ADVISED that the Plaintiffs and the Settling Defendants consent to this Order;

1. **THIS COURT ORDERS** that, for the purposes of this Order, except to the extent that they are modified in this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.
2. **THIS COURT ORDERS** that the abbreviated, publication, and long-form notices of settlement approval hearing are hereby approved substantially in the forms attached respectively hereto as Schedules “B” to “D”.
3. **THIS COURT ORDERS** that the plan of dissemination for the abbreviated, publication, and long-form notices of settlement approval hearing (the “Plan of Dissemination”) is hereby approved in the form attached hereto as Schedule “E” and that the notices of settlement approval hearing shall be disseminated in accordance with the Plan of Dissemination.
4. **THIS COURT ORDERS** that the Proceeding is certified as a class proceeding as against the Settling Defendants for settlement purposes only.

5. **THIS COURT ORDERS** that the “Settlement Class” is certified as follows:

All Persons in Canada who, during the Class Period, (a) purchased, directly or indirectly, a Door Latch or Closure System; and/or (b) purchased or leased, directly or indirectly, a new or used Automotive Vehicle containing a Door Latch or Closure System; and/or (c) purchased for import into Canada, a new or used Automotive Vehicle containing a Door Latch or Closure System. Excluded Persons are excluded from the Settlement Class.

6. **THIS COURT ORDERS** that Gazarek Realty Holdings Ltd. and 5045320 Ontario Ltd. are appointed as the representative plaintiffs for the Settlement Class.

7. **THIS COURT ORDERS** that the following issue is common to the Settlement Class:

Did the Settling Defendants, or any of them, conspire to fix, raise, maintain, and/or stabilize the prices of Door Latches or Closure Systems in Canada and/or elsewhere during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?

The Honourable Justice Glustein

SCHEDULE “C”

Court File No. CV-17-587725-00CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE) , THE DAY
JUSTICE GLUSTEIN) OF , 2025

BETWEEN:

**SHERIDAN CHEVROLET CADILLAC LTD. and
THE PICKERING AUTO MALL LTD.**

Plaintiffs

- and -

MAGNA INTERNATIONAL INC. AND MAGNA CLOSURES

Defendants

Proceeding under the *Class Proceedings Act*, 1992, S.O. 1992, c. 6

**ORDER
- DOOR LATCHES AND CLOSURE SYSTEMS -
- Magna Settlement Approval -**

THIS MOTION made by the Plaintiffs for an Order approving the settlement of this proceeding (the “Proceeding”) with Magna International Inc. and Magna Closures Inc. (the “Settling Defendants”) and dismissing the Proceeding as against the Settling Defendants, was heard this day at Osgoode Hall, 130 Queen Street West, Toronto, Ontario.

AND ON READING the materials filed, including the settlement agreement dated ●, 2025, 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;

AND WHEREAS a parallel class proceeding relating to the pricing of Door Latches and Closure Systems was commenced under Court File No. CV-20-00651139-00CP (the “Related Action”) and is being case managed with this proceeding;

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

AND ON BEING ADVISED that the deadline for opting out of the Proceeding and the Related Action has passed, and three Persons validly exercised the right to opt out;

AND ON BEING ADVISED that the Plaintiffs and the Settling Defendants consent to this Order:

1. **THIS COURT ORDERS** that, in addition to the definitions used elsewhere in this Order, 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, in the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail.
3. **THIS COURT ORDERS** that this Order, including the Settlement Agreement, is binding upon each member of the Settlement Class including those Persons who are minors or mentally incapable and the requirements of Rules 7.04(1) and 7.08(4) of the *Rules of Civil Procedure* are dispensed with in respect of the Proceeding.
4. **THIS COURT ORDERS** that the Settlement Agreement is fair, reasonable and in the best interests of the Settlement Class.

5. **THIS COURT ORDERS** that the Settlement Agreement is hereby approved pursuant to section 29 of the *Class Proceedings Act, 1992* and shall be implemented and enforced in accordance with its terms.
6. **THIS COURT ORDERS** that, upon the Effective Date, each member of the Settlement Class 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 member of the Settlement Class 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, intervene in 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 proceeding, cause of action, claim or demand against any Releasee, or any other Person who may claim contribution or indemnity, or other claims over relief, from any Releasee, whether pursuant to the *Negligence Act*, RSO 1990, c. N. 1 or other legislation or at common law or equity in respect of any Released Claim.
10. **THIS COURT ORDERS** that the use of the terms “Releasors” and “Released Claims” in this Order does not constitute a release of claims by those members of the Settlement Class

who are resident in any province or territory where the release of one tortfeasor is a release of all tortfeasors.

11. **THIS COURT ORDERS** that, upon the Effective Date, each member of the Settlement Class who is resident in any province or territory where the release of one tortfeasor is a release of all tortfeasors covenants and undertakes not to make any claim in any way nor to threaten, commence, participate in or continue any proceeding in any jurisdiction against the Releasees in respect of or in relation to the Released Claims.
12. **THIS COURT ORDERS** that for purposes of administration and enforcement of the Settlement Agreement and this Order, this Court will retain an ongoing supervisory role and the Settling Defendants attorn to the jurisdiction of this Court solely for the purpose of implementing, administering and enforcing the Settlement Agreement and this Order, and subject to the terms and conditions set out in the Settlement Agreement and this Order.
13. **THIS COURT ORDERS** that no Releasee shall have any responsibility or liability whatsoever relating to the administration of the Settlement Agreement; to administration, investment, or distribution of the Trust Account; or to the Distribution Protocol.
14. **THIS COURT ORDERS** that the Settlement Amount allocated to the Settlement Class shall be held in the Trust Account by Counsel for the benefit of the Settlement Class Members.
15. **THIS COURT ORDERS** that in the event that some of the Settlement Amount remains in the Trust Account after payment of Class Counsel Disbursements, Class Counsel Fees and Administrative Expenses, Class Counsel shall seek direction from this Court regarding the distribution of the remaining funds.

16. **THIS COURT ORDERS** that, in the event that the Settlement Agreement is terminated in accordance with its terms, this Order shall be declared null and void on subsequent motion made on notice.
17. **THIS COURT ORDERS** that, upon the Effective Date, the Proceeding be and is hereby dismissed against the Settling Defendants, without costs and with prejudice.

The Honourable Justice Glustein