

CANADA

PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL

NO: 500-06-000606-125

(Class Action)  
SUPERIOR COURT

---

**9143-5891 QUEBEC INC.**

*Petitioner*

-vs.-

**DELPHI AUTOMOTIVE LLP**, legal person duly constituted, having its principal place of business at 5725 Delphi Drive, City of Troy, State of Michigan, 48098-2815, USA

and

**FURUKAWA ELECTRIC CO. LTD.**, legal person duly constituted, having its principal place of business at Marunouchi Nakadori Bldg., 2-3, Marunouchi 2-chome, Chiyodaku, Tokyo, Japan, 100-8322

and

**AMERICAN FURUKAWA INC.**, legal person duly constituted, having its principal place of business at 47677 Galleon Drive, City of Plymouth, State of Michigan, 48170, USA

and

**FUJIKURA LTD.**, legal person duly constituted, having its principal place of business at 1-5-1, Kiba, Kouto-ku, Tokyo, Japan, 135-8512

and

**FUJIKURA AMERICA INC.**, legal person duly constituted, having its principal place of business at 3150-A Coronado

Drive, City of Santa Clara, State of California, 95054, USA

and

**LEAR CORPORATION**, legal person duly constituted, having its principal place of business at 21557 Telegraph Road, City of Southfield, State of Michigan, 48033, USA

and

**LEONI AG**, legal person duly constituted, having its principal place of business at Marienstrasse 7, 90402, Nuremberg, Germany

and

**LEONI KABEL GMBH**, legal person duly constituted, having its principal place of business at Stieberstrabe 5, 91154 Roth, Germany

and

**SUMITOMO ELECTRIC INDUSTRIES LTD.**, legal person duly constituted, having its principal place of business at Shibaura Renasite Tower 3-9-1 Shibaura Minato-ku, Tokyo, Japan, 108-8539

and

**S-Y SYSTEMS TECHNOLOGIES GMBH**, legal person duly constituted, having its principal place of business at Im Gewerbepark B 32, 3. Floor, 93059, Regensburg, Germany, 0941 2985101

and

**YAZAKI CORPORATION**, legal person duly constituted, having its principal place of business at 17<sup>th</sup> Floor, Mita-

Kokusai Building, 4-28 Mita 1-chome,  
Minato-Ku, Tokyo, Japan, 108-8333

and

**YAZAKI NORTH AMERICA INC.**, legal  
person duly constituted, having its  
principal place of business at 6801  
Haggerty Rd., City of Canton, State of  
Michigan, 48187, USA

*Respondents*

---

---

**MOTION TO AUTHORIZE THE BRINGING OF A CLASS ACTION  
&  
TO ASCRIBE THE STATUS OF REPRESENTATIVE  
(Art. 1002 C.C.P. and following)**

---

TO ONE OF THE HONOURABLE JUSTICES OF THE SUPERIOR COURT,  
SITTING IN AND FOR THE DISTRICT OF MONTREAL, YOUR PETITIONER  
STATE AS FOLLOWS:

**I. GENERAL PRESENTATION**

A) The Action

1. Petitioner wishes to institute a class action on behalf of the following group, of which it is a member, namely:
  - all residents in Canada who purchased or leased a motor vehicle containing an Automotive Wire Harness System or who purchased a replacement Automotive Wire Harness System for their motor vehicle, which was manufactured and/or distributed, whether directly or indirectly, by any of the Respondents, since January 1<sup>st</sup> 2000 through to the present (the “Class Period”), or any other group to be determined by the Court;

However, a legal person established for a private interest, a partnership or an association is not a member of a group unless, at all times since April 10<sup>th</sup> 2011, not more than 50 persons bound to it by contract of employment were under its direction or control, and if it is dealing at arm's length with the representative of the group;



Alternately (or as a subclass)

- all residents in Quebec who purchased or leased a motor vehicle containing an Automotive Wire Harness System or who purchased a replacement Automotive Wire Harness System for their motor vehicle, which was manufactured and/or distributed, whether directly or indirectly, by any of the Respondents, since January 1<sup>st</sup> 2000 through to the present (the “Class Period”), or any other group to be determined by the Court;

However, a legal person established for a private interest, a partnership or an association is not a member of a group unless, at all times since April 10<sup>th</sup> 2011, not more than 50 persons bound to it by contract of employment were under its direction or control, and if it is dealing at arm's length with the representative of the group;

2. “Automotive Wire Harness Systems” are automotive electrical distribution systems used to direct and control electronic components, wiring, and circuit boards in an automotive vehicle. Essentially, Automotive Wire Harness Systems serve as the “central nervous system” of a motor vehicle;
3. The term "Automotive Wire Harness Systems" as used herein includes the following: automotive electrical wiring, lead wire assemblies, cable bond, automotive wiring connectors, automotive wiring terminals, electronic control units, fuse boxes, relay boxes, junction block, and power distributors;
4. For decades, the Respondents have possessed monopolistic power in the Automotive Wire Harness Systems industry and have used this power to artificially restrain trade and increase prices through collusion between one another;
5. By reason of this unlawful conduct, the Petitioner and the members of the class have paid artificially higher prices for Automotive Wire Harness Systems, as a stand-alone product or as a component of a motor vehicle, than they would have paid in a competitive market, causing damages upon which they wish to claim;

#### B) The Respondents

6. Respondent Delphi Automotive LLP (“Delphi”) is a Delaware corporation with its head office in Michigan. Delphi, directly or indirectly through its predecessors, affiliates or subsidiaries, manufactured, marketed, sold and/or distributed Automotive Wire Harness Systems, as a stand-alone product or as a component of a motor vehicle, in Canada, including the province of Quebec, during the Class Period;

7. Respondent Furukawa Electric Co. Ltd. (“Furukawa”) is a Japanese corporation. Furukawa, directly or indirectly through its predecessors, affiliates or subsidiaries, manufactured, marketed, sold and/or distributed Automotive Wire Harness Systems, as a stand-alone product or as a component of a motor vehicle, in Canada, including the province of Quebec, during the Class Period;
8. Respondent American Furukawa Inc. (“American Furukawa”) is a wholly-owned subsidiary of Furukawa and a Delaware corporation with its head office in Michigan. American Furukawa manufactured, marketed, sold and/or distributed Automotive Wire Harness Systems, as a stand-alone product or as a component of a motor vehicle, in Canada, including the province of Quebec, during the Class Period;
9. Respondent Fujikura Ltd. (“Fujikura”) is a Japanese corporation. Fujikura, directly or indirectly through its predecessors, affiliates or subsidiaries, manufactured, marketed, sold and/or distributed Automotive Wire Harness Systems, as a stand-alone product or as a component of a motor vehicle, in Canada, including the province of Quebec, during the Class Period;
10. Respondent Fujikura America Inc. (“Fujikura America”) is a wholly-owned subsidiary of Fujikura and a Delaware corporation with its head office in Michigan. Fujikura America, directly or indirectly through its predecessors, affiliates or subsidiaries, manufactured, marketed, sold and/or distributed Automotive Wire Harness Systems, as a stand-alone product or as a component of a motor vehicle, in Canada, including the province of Quebec, during the Class Period;
11. Respondent Lear Corporation is a Delaware corporation with its head office in Michigan. Lear, directly or indirectly through its predecessors, affiliates or subsidiaries, manufactured, marketed, sold and/or distributed Automotive Wire Harness Systems, as a stand-alone product or as a component of a motor vehicle, in Canada, including the province of Quebec, during the Class Period;
12. Respondent Leoni AG is a German corporation. Leoni, manufactured, marketed, sold and/or distributed either directly or indirectly through its predecessors, affiliates and subsidiaries, including the Respondent Leoni Kabel GMBH (“Leoni Kabel”), Automotive Wire Harness Systems, as a stand-alone product or as a component of a motor vehicle, in Canada, including the province of Quebec, during the Class Period;
13. Respondent Leoni Kabel GMBH is a German corporation that is a wholly-owned subsidiary of Leoni AG;



14. Respondent Sumimoto Electric Industries Ltd. (“Sumimoto”) is a Japanese corporation. Sumitomo, directly or indirectly through its predecessors, affiliates or subsidiaries, manufactured, marketed, sold and/or distributed Automotive Wire Harness Systems, as a stand-alone product or as a component of a motor vehicle, in Canada, including the province of Quebec, during the Class Period;
15. S-Y Systems Technologies GMBH (“S-Y Systems”) is a German corporation. S-Y Systems, manufactured, marketed, sold and/or distributed Automotive Wire Harness Systems, as a stand-alone product or as a component of a motor vehicle, in Canada, including the province of Quebec, during the Class Period;
16. Respondent Yazaki Electric Industries Ltd. is a Japanese corporation. Yazaki manufactured, marketed, sold and/or distributed either directly or indirectly through its predecessors, affiliates and subsidiaries, including the Respondent Yazaki North America Inc., Automotive Wire Harness Systems, as a stand-alone product or as a component of a motor vehicle, in Canada, including the province of Quebec, during the Class Period;
17. Respondent Yazaki North America Inc. is wholly-owned subsidiary of Yazaki and a Delaware corporation with its head office in Michigan. It researches, develops, and manufactures vehicle power and data solutions for the automotive industry, including Automotive Wire Harness Systems;
18. All Respondents agreed, combined and conspired to inflate, fix, raise, maintain, or artificially stabilize the process of Automotive Wire Harness Systems;

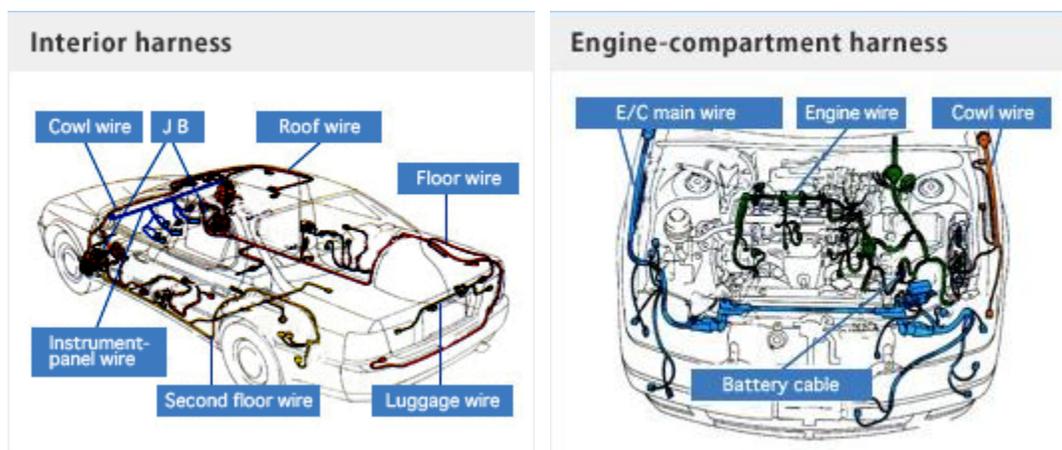
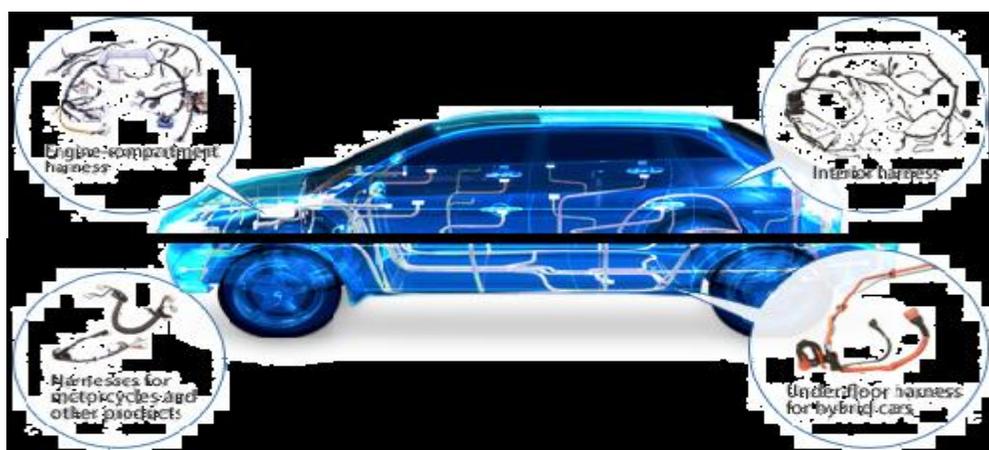
## AGENTS

19. Respondents’ conduct was authorized, ordered, or done by Respondents’ officers, agents, employees, or representatives while actively engaged in the management and operations of the respective Respondents’ business;
20. Each Respondent acted as the principal agent, joint venturer of, or for other Respondents with respect to the acts, violations and common course of conduct as alleged herein;

## C) The Situation

### Background

21. Automotive Wire Harness Systems are automotive electrical distribution systems used to direct and control electronic components, wiring, and circuit boards;
22. To ensure safety and basic functions (e.g., going, turning and stopping), as well as to provide comfort and convenience, automobiles are equipped with various electronics which operate using control signals running on electrical power supplied from the battery. The Automotive Wire Harness System is the conduit for the transmission of these signals and electrical power, as illustrated below;



23. The market for Automotive Wire Harness Systems and the market for cars are inextricably linked and intertwined because the market for Automotive Wire Harness Systems exists to serve the vehicle market. Without the vehicles, the Automotive Wire Harness Systems have little to no value because they have no independent utility. In other words, the demand for vehicles creates the demand for Automotive Wire Harness Systems;
24. The global Automotive Wire Harness Systems market is dominated and controlled by large manufacturers, the top six of which control almost 90% of

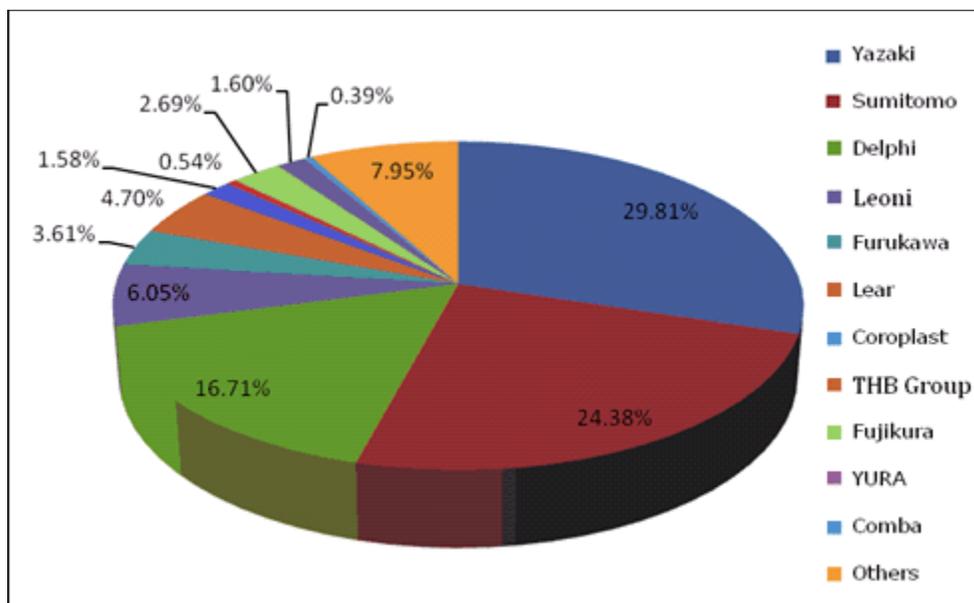
the international supply. Of those, the largest four control almost 77% of the global market;

25. By virtue of their market shares, the Respondents are the dominant manufacturers and suppliers of Automotive Wire Harness Systems in Canada and in the world;
26. The Respondents manufactured Automotive Wire Harness Systems: (a) in North America for installation in vehicles manufactured in North America and sold in Canada, (b) in Japan for export to North America and installation in vehicles manufactured in North America and sold in Canada, and (c) in Japan for installation in vehicles manufactured in Japan for export to and sale in Canada;
27. Automotive Wire Harness Systems are installed by automobile original equipment manufacturers (“OEMs”) in new cars as part of the automotive manufacturing process. They are also installed in cars to replace worn out, defective or damaged Automotive Wire Harness Systems;
28. For new cars, the OEMs - mostly large automotive manufacturers such as Honda, Toyota, Volvo, and General Motors - purchase Automotive Wire Harness Systems directly from the Respondents. Automotive Wire Harness Systems may also be purchased by component manufacturers who then supply such systems to OEMs. These component manufacturers are also called “Tier Manufacturers” in the industry. A Tier I manufacturer supplies Automotive Wire Harness Systems directly to an OEM;
29. When purchasing Automotive Wire Harnesses and related products, automobile manufacturers issue Requests for Quotation (“RFQs”) to automotive parts suppliers on a model-by-model basis for model specific parts. Automotive suppliers submit quotations, or bids, to the automobile manufacturers in response to RFQs, and the automobile manufacturers award the business to the selected automotive parts supplier for the lifespan of the model, which is usually four to six years. Typically, the bidding process for a particular model begins approximately three years prior to the start of production;
30. From at least as early as January 2000 and continuing until at least January 2010, if not later, the exact dates being unknown, the Respondents participated in a combination and conspiracy to suppress and eliminate competition in the automotive parts industry by agreeing to rig bids for, and to fix, stabilize, and maintain the process of, automotive wire harnesses and related products sold to automobile manufacturers in the United States, Canada, and elsewhere. The combination and conspiracy engaged in by the Respondents was an unreasonable restraint of trade and commerce;

31. The charged combination and conspiracy consisted of a continuing agreement, understanding, and concert of action among the Respondents, the substantial terms of which were to rig bids for, and to fix, and maintain the process of, automotive wire harnesses and related products;
32. While the price of Automotive Wire Harness Systems increased during the class period, major input costs remained virtually unchanged. In a competitive market, steady input costs should not have resulted in rising prices to the Respondents customers for Automotive Wire Harness Systems;
33. The structure and characteristics of the Automotive Wire Harness Systems market render the conspiracy even more plausible as they are conducive to a price-fixing agreement, making collusion particularly attractive in this market;
34. These characteristics include: (1) high barriers to entry; (2) inelasticity of demand; (3) a highly concentrated market; and (4) ample opportunities to conspire;
- (1) The Automotive Wire Harness Systems market has High Barriers to Entry
35. A collusive agreement that raises product prices above competitive levels would, under basic economic principles, attract new entrants seeking to benefit from the supracompetitive pricing. Where, however, there are significant barriers to entry, new entrants are less likely. Thus barriers to entry help to facilitate the formation and maintenance of a cartel;
36. There are substantial barriers that preclude, reduce or make more difficult entry into the Automotive Wire Harness Systems market. A new entrant into the business would face costly and lengthy start-up costs, including multi-billion dollar costs associated with manufacturing plants and equipment, energy, transportation distribution infrastructure, skilled labour and long-standing customer relationships;
37. In addition, the OEMs cannot change Automotive Wire Harness Systems suppliers after they choose one because the OEMs design the features of their vehicles so that the Automotive Wire Harness System is then integrated with the electronics, mechanics, thermal distribution and other features of the particular vehicle model. Thus the design must be synergized by Automotive Wire Harness Systems manufacturers and OEMs;
- (2) There is Inelasticity of Demand for Automotive Wire Harness Systems
38. "Elasticity" is a term used to describe the sensitivity of supply and demand to changes in one or the other. Demand is said to be inelastic where customers have nowhere to turn to for an alternative, cheaper product of similar quality and must continue to purchase an item despite a price increase;



39. Demand must be relatively inelastic at competitive prices in order for a cartel to profit from raising prices above competitive levels. Otherwise, increased prices would result in declining sales, revenues and profits, as customers would purchase substitute products or simply decline to purchase altogether;
40. Demand for Automotive Wire Harness Systems is highly inelastic as there are no close substitutes and customers must purchase Automotive Wire Harness Systems as an essential part of a vehicle, even if prices are kept at a supracompetitive level;
- (3) The Market for Automotive Wire Harness Systems is Highly Concentrated
41. The Respondents dominate the Automotive Wire Harness Systems market. Six of the Respondents control almost 90% of the global market, and four of the Respondents control approximately 77% of the global market; Yazaki controls almost 30%; Sumitomo controls 24%; Delphi controls 16.71%; Lear controls almost 5%; Furukawa controls almost 4%; and Leoni controls 6% as pictured below:



(4) Respondents had Ample Opportunity to Conspire

42. The Respondents attended industry events where they had the opportunity to meet, have improper discussions under the guise of legitimate business contacts, and perform acts necessary for the operation and furtherance of the conspiracy. For example, the Respondents have regularly attended the annual Detroit Auto Show, which provided the means and opportunity to further the conspiracy alleged herein;



#### D) Government Investigations

43. A globally coordinated antitrust investigation is taking place in the United States, in Europe, and in Japan, aimed at suppliers of Automotive Wire Harness Systems;
44. The probe originated in Europe as the result of several European OEMs coming together to bring a complaint to the European Commission (“EC”). One carmaker is said to have failed to attract competitive bids for Automotive Wire Harness Systems, leading the company to join with other carmakers to take their complaint to the EC;
45. On February 8, 2010, the EC executed surprise raids at the European offices of certain Respondents as part of an investigation into anti-competitive conduct related to the manufacturing and sale of Automotive Wire Harness Systems. The EC also carried out additional raids at the European offices of several suppliers of Automotive Wire Harness Systems on June 7, 2010. Specifically, EC investigators raided the offices of Leoni, S-Y Systems, and Yazaki, the whole as appears more fully from a copy of the EU Press Release entitled “Antitrust: Commission confirms investigation into suspected cartel in the sector of automotive electrical and electronic components suppliers”, produced herein as **Exhibit R-1**;
46. In February 2010, Japan’s Fair Trade Commission raided the Tokyo offices of Furukawa, Sumitomo, and Yazaki as part of an expansive investigation into collusion in the industry dating back to at least 2003, the whole as appears more fully from a copy of the article entitled “Furukawa Wire Harness Price Fixing” dated September 2011, produced herein as **Exhibit R-2**;
47. The United States Department of Justice has stated that it is conducting an investigation of potential antitrust activity and coordinating its investigation with antitrust regulators in Europe;

#### E) Guilty Pleas

48. On September 29<sup>th</sup> 2011, the United States Department of Justice announced that Respondent Furukawa had agreed to plead guilty and to pay a \$200 million fine for its role in a criminal price-fixing and bid-rigging conspiracy involving the sale of Automotive Wire Harness Systems to automobile manufacturers. Three executives, who are Japanese nationals, also agreed to plead guilty and to serve prison time in the United States ranging from a year and a day to 18 months, the whole as appears more fully from a copy of the Plea Agreement dated November 14<sup>th</sup> 2011, produced herein as **Exhibit R-3**;



49. On January 30<sup>th</sup> 2012, Yazaki concluded a plea agreement with the United States Department of Justice to the effect that the company acknowledged the allegations, pleaded guilty and agreed to pay a fine of \$470 million in the criminal proceedings relating to cartel activities with certain competitors for automotive wire harnesses and related products, whole as appears more fully from a copy of the Plea Agreement dated March 1<sup>st</sup> 2012, produced herein as **Exhibit R-4**;

F) The Fault

50. To formalize their agreement, combination, collusion, and/or conspiracy, Respondents:

- (a) Participated in meetings, conversations, and communications in the United States and Japan to discuss the bids and price quotations to be submitted to automobile manufacturers that would be sold and/or distributed in Canada and elsewhere;
- (b) Agreed, during those meetings, conversations, and communications, on bids and price quotations to be submitted to automobile manufacturers that would be sold and/or distributed in Canada and elsewhere;
- (c) Agreed, during those meetings, conversations, and communications, to allocate the supply of Automotive Wire Harness Systems sold to automobile manufacturers that would be sold and/or distributed in Canada and elsewhere on a model-by-model basis;
- (d) Agreed, during those meetings, conversations, and communications, to coordinate price adjustments requested by automobile manufacturers that would be sold and/or distributed in Canada and elsewhere;
- (e) Submitted bids, price quotations, and price adjustments to automobile manufacturers that would be sold and/or distributed in Canada and elsewhere in accordance with the agreements reached;
- (f) Sold Automotive Wire Harness Systems to automobile manufacturers that would be sold and/or distributed in Canada and elsewhere at collusive and non-competitive prices;
- (g) Accepted payment for Automotive Wire Harness Systems sold to automobile manufacturers that would be sold and/or distributed in Canada and elsewhere at collusive and non-competitive prices;



- (h) Engaged in meetings, conversations, and communications for the purpose of monitoring and enforcing adherence to the agreed-upon bid-rigging and price-fixing scheme; and
- (i) Employed measures to keep their conduct secret, including but not limited to using code names and meeting at private residences or remote locations;

The whole as appears more fully from a copy of the Formal Criminal Charge against Furukawa and Yazaki, produced herein as **Exhibit R-5** and **Exhibit R-6**;

51. The predominate purpose of the Respondents' conduct was:

- (i) To harm the Petitioner and members of the class by requiring them to pay artificially high prices for Automotive Wire Harness Systems; and
- (ii) To unlawfully increase their profits on the sale of Automotive Wire Harness Systems;

52. As a result of the Respondents' price-fixing conspiracy:

- (a) Price competition has been restrained or eliminated with respect to Automotive Wire Harness Systems;
- (b) The prices of Automotive Wire Harness Systems have been fixed, raised, maintained, or stabilized at artificially inflated and non-competitive levels; and
- (c) Purchasers of Automotive Wire Harness Systems have been deprived of free and open competition;
- (d) Competition between and among the Respondents in the sale of Automotive Wire Harness Systems has been unreasonably restrained;

53. By reason of the alleged violations, the Petitioner and the members of the Classes have sustained injury to their businesses or property, having paid artificially higher prices for Automotive Wire Harness Systems, as a stand-alone product or as a component of a motor vehicle, and, as a result, have suffered damages equivalent to the difference between the price that they should have paid absent the Respondents' conduct and the price that they actually did pay;



54. The Respondents, when committing the acts as alleged herein, knew or ought to have known that Automotive Wire Harness Systems would be sold in Canada, including in the province of Quebec;
55. The Respondents conduct as alleged herein was intended to, and did in fact, cause the members of the class to suffer a prejudice in the province of Quebec, by means of having to pay artificially inflated prices for Automotive Wire Harness Systems, as a stand-alone product or as a component of a motor vehicle;
56. Petitioner contends that the Respondents failed in their duties, both legal and statutory, notably with respect to sections 45, 46 (1), 47, 61 of the Federal Competition Act, thereby rendering them liable to pay damages under section 36 of the Federal Competition Act;
57. In addition, Petitioner alleges that the Respondents failed in their obligations as provided for in the Civil Code of Quebec, more specifically with respect to the duty to act in good faith at article 7 of the Civil Code of Quebec and to not cause damage to others at article 1457 C.C.Q.;

#### G) The Foreign Procedures

58. Numerous class action have been instituted in the United States based on the Respondents' conduct, the whole as appears more fully from a copy of said Complaints, produced herein en liasse as **Exhibit R-7**;
59. In addition, a class action has been instituted in Ontario based on the Respondents' conduct, the whole as appears more fully from a copy of said Statement of Claim, produced herein **Exhibit R-8**;

## **II. FACTS GIVING RISE TO AN INDIVIDUAL ACTION BY THE PETITIONER**

60. Petitioner is a garage with four (4) employees that purchased and sold various Automotive Wire Harness Systems as part of their mechanic services to their customers over the Class Period;
61. Due to the Respondents' conduct, Petitioner was deprived of the benefit of free market competition, and because of this, it was charged a higher price for the products that it purchased, thereby reducing its profits when the Automotive Wire Harness Systems were resold with a markup;
62. Petitioner has suffered damages in the amount of the difference between the artificially inflated price that he paid for said products and the price that it should have paid in a free market system;



63. The conduct of the Respondents was kept a secret and was not known to the Respondent at the time that it purchased said products nor could it have been discovered, even through the exercise of reasonable diligence;
64. Petitioner has since discovered that this situation is being investigated by the United States Department of Justice and other international organizations and that several class actions have been instituted in the United States due to this issue;
65. Petitioner's damages are a direct and proximate result of the Respondents' conduct;
66. In consequence of the foregoing, Petitioner is justified in claiming damages;

### **III. FACTS GIVING RISE TO AN INDIVIDUAL ACTION BY EACH OF THE MEMBERS OF THE GROUP**

67. Every member of the class has purchased an Automotive Wire Harness System as a stand-alone product or as a component of a motor vehicle;
68. Each member of the class has paid an artificially inflated price for their Automotive Wire Harness Systems, as a stand-alone product or as a component of a motor vehicle, due to the collusion in the industry and its impact on competition;
69. Every member of the class has suffered damages equivalent to the difference between the artificially inflated price that they paid for Automotive Wire Harness Systems, as a stand-alone product or as a component of a motor vehicle, and the price that they should have paid in a free market system;
70. All of the damages to the class members are a direct and proximate result of the Respondents' conduct;
71. In consequence of the foregoing, members of the class are justified in claiming damages;

### **IV. CONDITIONS REQUIRED TO INSTITUTE A CLASS ACTION**

- A) The composition of the class renders the application of articles 59 or 67 C.C.P. difficult or impractical
72. Automotive Wire Harness Systems are commonly used in cars, which are in widespread use in Quebec and Canada;



73. Petitioner is unaware of the specific number of persons who purchased Automotive Wire Harness Systems, as a stand-alone product or as a component of a motor vehicle, however, it is safe to estimate that it is in the tens of thousands (if not hundreds of thousands). The Respondents, on the other hand, should have this information readily available to them;
74. Class members are numerous and are scattered across the entire province and country;
75. In addition, given the costs and risks inherent in an action before the courts, many people will hesitate to institute an individual action against the Respondents. Even if the class members themselves could afford such individual litigation, the court system could not as it would be overloaded. Further, individual litigation of the factual and legal issues raised by the conduct of the Respondents would increase delay and expense to all parties and to the court system;
76. Also, a multitude of actions instituted in different jurisdictions, both territorial (different provinces) and judicial districts (same province), risks having contradictory judgments on questions of fact and law that are similar or related to all members of the class;
77. These facts demonstrate that it would be impractical, if not impossible, to contact each and every member of the class to obtain mandates and to join them in one action;
78. In these circumstances, a class action is the only appropriate procedure for all of the members of the class to effectively pursue their respective rights and have access to justice;
- B) The questions of fact and law which are identical, similar, or related with respect to each of the class members with regard to the Respondents and that which the Petitioner wishes to have adjudicated upon by this class action
79. Individual questions, if any, pale by comparison to the numerous common questions that predominate;
80. The damages sustained by the class members flow, in each instance, from a common nucleus of operative facts, namely, Respondents' misconduct;
81. The recourses of the members raise identical, similar or related questions of fact or law, namely:



- a) Did the Respondents engage in an agreement, combination, collusion, and/or conspiracy to fix, raise, maintain, or stabilize the prices of Automotive Wire Harness Systems?
  - b) Did the Respondents take any actions to conceal this unlawful agreement, combination, collusion, and/or conspiracy?
  - c) Did the Respondents' conduct cause the prices of Automotive Wire Harness Systems to be sold at artificially inflated and non-competitive levels?
  - d) Were members of the class prejudiced by the Respondents' conduct, and, if so, what is the appropriate measure of these damages?
  - e) Are members of the class entitled to, among other remedies, injunctive relief, and, if so, what is the nature and extent of such injunctive relief?
  - f) Are the Respondents liable to pay compensatory, moral, punitive and/or exemplary damages to member of the class, and, if so, in what amount?
82. The interests of justice favour that this motion be granted in accordance with its conclusions;

#### **V. NATURE OF THE ACTION AND CONCLUSIONS SOUGHT**

83. The action that the Petitioner wishes to institute on behalf of the members of the class is in extracontractual civil liability for damages and for injunctive relief;
84. The conclusions that the Petitioner wishes to introduce by way of a motion to institute proceedings are:

GRANT the class action of the Petitioner and each of the members of the class;

ORDER the Defendants to permanently cease from continuing or maintaining the agreement, combination, collusion, and/or conspiracy alleged herein;

DECLARE the Defendants solidarily liable for the damages suffered by the Petitioner and each of the members of the class;

CONDEMN the Defendants to pay to each member of the class a sum to be determined in compensation of the damages suffered, and ORDER collective recovery of these sums;

CONDEMN the Defendants to pay to each of the members of the class, punitive damages, and ORDER collective recovery of these sums;

CONDEMN the Defendants to pay interest and additional indemnity on the above sums according to law from the date of service of the motion to authorize a class action;

ORDER the Defendants to deposit in the office of this court the totality of the sums which forms part of the collective recovery, with interest and costs;

ORDER that the claims of individual class members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;

CONDEMN the Defendants to bear the costs of the present action including expert and notice fees;

RENDER any other order that this Honourable court shall determine and that is in the interest of the members of the class;

A) The Petitioner requests that it be attributed the status of representative of the Class

85. Petitioner is a member of the class;

86. Petitioner is ready and available to manage and direct the present action in the interest of the members of the class that they wish to represent and is determined to lead the present dossier until a final resolution of the matter, the whole for the benefit of the class, as well as, to dedicate the time necessary for the present action before the Courts of Quebec and the *Fonds d'aide aux recours collectifs*, as the case may be, and to collaborate with her attorneys;

87. Petitioner has the capacity and interest to fairly and adequately protect and represent the interest of the members of the class;

88. Petitioner has given the mandate to its attorneys to obtain all relevant information with respect to the present action and intends to keep informed of all developments;

89. Petitioner, with the assistance of its attorneys, is ready and available to dedicate the time necessary for this action and to collaborate with other members of the class and to keep them informed;

90. Petitioner is in good faith and has instituted this action for the sole goal

of having its rights, as well as the rights of other class members, recognized and protected so that they may be compensated for the damages that they have suffered as a consequence of the Respondent's conduct;

91. Petitioner understands the nature of the action;

92. Petitioner's interests are not antagonistic to those of other members of the class;

B) The Petitioner suggests that this class action be exercised before the Superior Court of justice in the district of Montreal

93. A great number of the members of the class reside in the judicial district of Montreal and in the appeal district of Montreal;

94. The Petitioner's attorneys practice their profession in the judicial district of Montreal;

95. The present motion is well founded in fact and in law.

**FOR THESE REASONS, MAY IT PLEASE THE COURT:**

**GRANT** the present motion;

**AUTHORIZE** the bringing of a class action in the form of a motion to institute proceedings in extracontractual civil liability for damages and for injunctive relief;

**ASCRIBE** the Petitioner the status of representative of the persons included in the class herein described as:

- all residents in Canada who purchased or leased a motor vehicle containing an Automotive Wire Harness System or who purchased a replacement Automotive Wire Harness System for their motor vehicle, which was manufactured and/or distributed, whether directly or indirectly, by any of the Respondents, since January 1<sup>st</sup> 2000 through to the present (the "Class Period"), or any other group to be determined by the Court;

However, a legal person established for a private interest, a partnership or an association is not a member of a group unless, at all times since April 10<sup>th</sup> 2011, not more than 50 persons bound to it by contract of employment were under its direction or control, and if it is dealing at arm's length with the representative of the group;



Alternately (or as a subclass)

- all residents in Quebec who purchased or leased a motor vehicle containing an Automotive Wire Harness System or who purchased a replacement Automotive Wire Harness System for their motor vehicle, which was manufactured and/or distributed, whether directly or indirectly, by any of the Respondents, since January 1<sup>st</sup> 2000 through to the present (the “Class Period”), or any other group to be determined by the Court;

However, a legal person established for a private interest, a partnership or an association is not a member of a group unless, at all times since April 10<sup>th</sup> 2011, not more than 50 persons bound to it by contract of employment were under its direction or control, and if it is dealing at arm's length with the representative of the group;

**IDENTIFY** the principle questions of fact and law to be treated collectively as the following:

- a) Did the Respondents engage in an agreement, combination, collusion, and/or conspiracy to fix, raise, maintain, or stabilize the prices of Automotive Wire Harness Systems?
- b) Did the Respondents take any actions to conceal this unlawful agreement, combination, collusion, and/or conspiracy?
- c) Did the Respondents' conduct cause the prices of Automotive Wire Harness Systems to be sold at artificially inflated and non-competitive levels?
- d) Were members of the class prejudiced by the Respondents' conduct, and, if so, what is the appropriate measure of these damages?
- e) Are members of the class entitled to, among other remedies, injunctive relief, and, if so, what is the nature and extent of such injunctive relief?
- f) Are the Respondents liable to pay compensatory, moral, punitive and/or exemplary damages to member of the class, and, if so, in what amount?

**IDENTIFY** the conclusions sought by the class action to be instituted as being the following:

GRANT the class action of the Petitioner and each of the members of the class;



ORDER the Defendants to permanently cease from continuing or maintaining the agreement, combination, collusion, and/or conspiracy alleged herein;

DECLARE the Defendants solidarily liable for the damages suffered by the Petitioner and each of the members of the class;

CONDEMN the Defendants to pay to each member of the class a sum to be determined in compensation of the damages suffered, and ORDER collective recovery of these sums;

CONDEMN the Defendants to pay to each of the members of the class, punitive damages, and ORDER collective recovery of these sums;

CONDEMN the Defendants to pay interest and additional indemnity on the above sums according to law from the date of service of the motion to authorize a class action;

ORDER the Defendants to deposit in the office of this court the totality of the sums which forms part of the collective recovery, with interest and costs;

ORDER that the claims of individual class members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;

CONDEMN the Defendants to bear the costs of the present action including expert and notice fees;

RENDER any other order that this Honourable court shall determine and that is in the interest of the members of the class;

**DECLARE** that all members of the class that have not requested their exclusion, be bound by any judgment to be rendered on the class action to be instituted in the manner provided for by the law;

**FIX** the delay of exclusion at thirty (30) days from the date of the publication of the notice to the members, date upon which the members of the class that have not exercised their means of exclusion will be bound by any judgment to be rendered herein;

**ORDER** the publication of a notice to the members of the group in accordance with article 1006 C.C.P. within sixty (60) days from the judgment to be rendered herein in LA PRESSE and the NATIONAL POST;

**ORDER** that said notice be available on the Respondents' websites with a link stating "Notice to Automotive Wire Harness System purchasers";

**RENDER** any other order that this Honourable court shall determine and that is in the interest of the members of the class;

**THE WHOLE** with costs, including all publications fees.

Montreal, April 10, 2012

(S) Jeff Orenstein

---

CONSUMER LAW GROUP INC.

Per: Me Jeff Orenstein

Attorneys for the Petitioner

NOTICE OF PRESENTATION

**TO: DELPHI AUTOMOTIVE LLP**

5725 Delphi Drive  
Troy, Michigan  
48098-2815, USA

**AND: FURUKAWA ELECTRIC CO. LTD.**

Marunouchi Nakadori Bldg.  
2-3, Marunouchi 2-chome  
Chiyodaku, Tokyo  
Japan, 100-8322

**AND: AMERICAN FURUKAWA INC.**

47677 Galleon Drive  
Plymouth, Michigan  
48170, USA

**AND: FUJIKURA LTD.**

1-5-1, Kiba  
Kouto-ku, Tokyo  
Japan, 135-8512

**AND: FUJIKURA AMERICA INC.**

3150-A Coronado Drive  
Santa Clara, California  
95054, USA

**AND: LEAR CORPORATION**

21557 Telegraph Road  
Southfield, Michigan  
48033, USA

**AND: LEONI AG**

Marienstrasse 7  
90402 Nuremberg  
Germany

**AND: LEONI KABEL GMBH**

Stieberstrabe 5  
91154 Roth  
Germany



**AND: SUMITOMO ELECTRIC INDUSTRIES LTD.**

Shibaura Renasite Tower 3-9-1 Shibaura  
Minato-ku, Tokyo  
Japan, 108-8539

**AND: S-Y SYSTEMS TECHNOLOGIES GMBH**

Im Gewerbepark B 32, 3. Floor, 93059  
Regensburg, Germany, 0941 2985101

**AND: YAZAKI CORPORATION**

17th Floor, Mita-Kokusai Bldg.  
4-28 Mita 1-chome  
Minato-ku, Tokyo  
Japan, 108-8333

**AND: YAZAKI NORTH AMERICA INC.**

6801 Haggerty Road  
Canton, Michigan  
48187, USA

TAKE NOTICE that the present motion will be presentable for adjudication before The Superior Court, at the Palais de Justice in Montreal, located at 1 Notre Dame East (Quebec, Canada), in **room 2.16** on the **29<sup>th</sup> day of June, 2012** at **9h00** in the morning, or as soon as the Court so decides.

Montreal, April 10, 2012

(S) Jeff Orenstein

---

CONSUMER LAW GROUP INC.

Per: Me Jeff Orenstein  
Attorneys for the Petitioner

CANADA

PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL

NO: 500-06-000606-125

(Class Action)  
SUPERIOR COURT

---

**9143-5891 QUEBEC INC.**

*Petitioner*

-vs.-

**DELPHI AUTOMOTIVE LLP.**  
and  
**FURUKAWA ELECTRIC CO. LTD.**  
and  
**AMERICAN FURUKAWA INC.**  
and  
**FUJIKURA LTD.**  
and  
**FUJIKURA AMERICA INC.**  
and  
**LEAR CORPORATION**  
and  
**LEONI AG**  
and  
**LEONI KABEL GMBH**  
and  
**SUMITOMO ELECTRIC INDUSTRIES  
LTD.**  
and  
**S-Y SYSTEMS TECHNOLOGIES  
GMBH**  
and  
**YAZAKI CORPORATION**  
and  
**YAZAKI NORTH AMERICA INC.**

*Respondents*

---

**NOTICE OF DISCLOSURE OF EXHIBITS**

---

TAKE NOTICE that the Petitioner intend producing the following exhibits at the hearing:



- R-1: Copy of the EU Press Release entitled “Antitrust: Commission confirms investigation into suspected cartel in the sector of automotive electrical and electronic components suppliers”;
- R-2: Copy of the Free Republic magazine article entitled “Furukawa Wire Harness Price Fixing” dated September 2011;
- R-3: Copy of the Plea Agreement “United States of America v. Furukawa Electric Co., Ltd” dated November 14, 2011;
- R-4: Copy of the Plea Agreement “United States of America v. Yazaki Corporation” dated March 1, 2012;
- R-5: Copy of the Formal Criminal Charge against Furukawa dated September 29, 2011;
- R-6: Copy of the Formal Criminal Charge against Yazaki dated January 30, 2012;
- R-7: Copy of California Complaint and Michigan Complaint;
- R-8: Copy of Ontario Statement of Claim;

Montreal, April 10, 2012

(S) Jeff Orenstein

---

CONSUMER LAW GROUP INC.

Per: Me Jeff Orenstein

Attorneys for the Petitioner